



Bushfire Hazards and Risk Assessment

Albury Thurgoona New Primary School
and New Public Preschool

Department of Education

14 July 2025

➔ The Power of Commitment

School Name:	Albury Thurgoona New Primary School and New Public Preschool	Company Name:	GHD Pty Ltd
School ID:	TBC	Report Status:	Final
School Address:	356 Kerr Road Wurlinga NSW 2640	Report Date:	04/07/2025
School Region:	Riverina	Contract Number:	DDWO05213-23

Commercial in confidence

Project name		Albury Thurgoona New Primary School and New Public Preschool					
Document title		Bushfire Hazards and Risk Assessment Albury Thurgoona New Primary School and New Public Preschool					
Project number		12619132					
File name		12619132 - Bushfire REP - BHRA - Albury Thurgoona Public - GHD - DDWO05213-23_RevD.docx					
Status Code	Revision	Author	Reviewer		Approved for issue		
			Name	Signature	Name	Signature	Date
S4	A	P. Fernandes	M. George	On file	M. George	On file	16/01/2025
S4	B	P. Fernandes	M. George	On file	M. George	On file	13/02/2025
S4	C	P. Fernandes	M. George	On file	M. George	On file	28/02/2025
S4	D	P. Fernandes	M. George	On file	M. George	On file	14/07/2025

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Executive Summary

The area subject to this assessment, comprises Lot 1 DP 1315132, 356 Kerr Road Wirlinga NSW 2640 within the Albury City Council local government area (LGA) (Figure 1, Figure 2). This assessment assumes that, if required, all land within the school site can be managed as an Asset Protection Zone (APZ) - Inner Protection Area or Excluded/Low threat vegetation, as described in section 2.2.3.2 of Australian Standard 3959-2018 '*Construction of buildings in bushfire-prone areas*' (AS3959-2018).

The subject site is currently depicted on Albury City Council's Bushfire Prone Land (BFPL) Map as BFPL-due to the presence of Vegetation Category 3 across the entire site (see Figure 4). The application of Planning for Bush Fire Protection (PBP) 2019 and AS3959-2018 is therefore triggered for any future development application. The National Construction Code 2022 (NCC; ABCB 2022) was released 1 October 2022, enacted 1 May 2023, and prescribes additional bushfire protection specifications for certain Class 9 buildings located on bushfire prone land which includes schools. Addendum to PBP has been released (RFS 2022, 2025) to align with the NCC which will apply to future development.

However, it is noted that the school will be situated within the Thurgoona Wirlinga Precinct Structure Plan which will be subject to major landscape changes due to future development. These changes will result in the removal of bushfire hazard vegetation and therefore BFPL mapping on and adjacent to the site. The process to update the BFPL mapping has commenced with the NSW Rural Fire Service (RFS).

Figure 5 indicates that bushfire hazard occurs within 100 m of the subject site as the proposed school is surrounded by grasslands in all directions. The closest classified vegetation is classified as Plant Community Type (PCT) 277 – *Blakey's Red Gum – Yellow Box grassy tall woodland of the NSW South Western Slopes Bioregion*. It has a separation distance of approximately 160 m from the proposed buildings at its closest point.

The proposed site is a greenfield development adjoined by earthworks/infrastructure for a residential development. GHD conducted this bushfire hazards and risk assessment based on the assumption that the development of the school occurs in advance of surrounding development.

To achieve deemed-to-satisfy acceptable solutions for APZ's and building construction, a temporary APZ of 100 m in all directions from proposed school boundary to the grassland hazard is required to achieve a radiant heat exposure not exceeding 10 kW/m² (NSW RFS 2019). The temporary APZ managed by the Department of Education (DoE) would remain in perpetuity or until adjoining development removes the bushfire hazard, or BFPL mapping is updated by the NSW RFS.

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Abbreviations

Abbreviation	Definition
APZ	Asset Protection Zone
AS 3959	Australian Standard AS 3959:2018 <i>Construction of buildings in bush fire-prone areas</i>
BAL	Bushfire Attack Level
BFPL	Bushfire Prone Land
BFSA	Bush Fire Safety Authority
BPM	Bushfire Protection Measure
DA	Development Application
DoE	Department of Education
EP&A Act	<i>Environmental Planning and Assessment Act 1979</i>
FDI	Fire Danger Index
LGA	Local Government Area
LEP	Local Environmental Plan
NCC	National Construction Code
PBP	Planning for Bush Fire Protection
PCT	Plant Community Type
REF	Review of Environmental Factors
RF Act	<i>Rural Fires Act 1997</i>
RFS	Rural Fire Service
SFPP	Special Fire Protection Purpose

1. Introduction

1.1 Project Description

This Bushfire Hazards and Risk Assessment has been prepared by GHD on behalf of Department of Education (DoE) (the Proponent) to assess the potential environmental impacts that could arise from the new school and preschool at 356 Kerr Road, Wirlinga; Lot 1 DP 1315132 (the site).

This report has been prepared to identify any likely required bushfire mitigation measures that would be applicable for the design and construction of Albury Thurgoona New Primary School and New Public Preschool at 356 Kerr Road, Wirlinga 2640. This report presents a bushfire hazards and risk assessment of a proposal to develop the subject land for a Special Fire Protection Purpose (SFPP) development.

Further assessment may be required if there are significant changes to BFPL mapping, surrounding land management/vegetation cover, to the development concept, proposed uses and/or in response to NSW RFS policy or feedback. This report has been prepared to assess the proposed development against Planning for Bush Fire Protection (PBP) (RFS 2019), specifically Chapter 6 and its Addendums (November 2022 and January 2025).

This report accompanies a Review of Environmental Factors (REF) that seeks approval for the construction and operation of a new primary school at the site, which involves the following works:

- Construction of a new school building, including learning hubs and an administration and library building.
- Construction of a multi-purpose hall.
- Construction and operation of a preschool.
- Construction of car parking, waste storage and loading area.
- Associated site landscaping and open space improvements.
- New road and public domain works.
- Associated off-site infrastructure works to support the school, including (but not limited) services, driveways and pedestrian crossings.

For a detailed project description, refer to the REF prepared by EPM Projects.

Based on the identification of potential impacts and an assessment of the nature and extent of the impacts of the proposed development, it is determined that all potential impacts can be appropriately mitigated to ensure that there is minimal impact on the locality, community and/or the environment. See Section 8 Mitigation measures for further information.

This Bushfire Hazards and Risk Assessment is valid as of the date of issue and is suitable for the purpose for which it was commissioned.

1.2 Scope and Limitations

This report has been prepared by GHD for Department of Education and may only be used and relied on by Department of Education for the purpose agreed between GHD and Department of Education as set out in Section 1 of this report.

GHD otherwise disclaims responsibility to any person other than Department of Education arising in connection with this report. GHD also excludes implied warranties and conditions, to the extent legally permissible.

The services undertaken by GHD in connection with preparing this report were limited to those specifically detailed in the report and are subject to the scope limitations set out in the report.

The opinions, conclusions and any recommendations in this report are based on conditions encountered and information reviewed at the date of preparation of the report. GHD has no responsibility or obligation to update this report to account for events or changes occurring subsequent to the date that the report was prepared.

The opinions, conclusions and any recommendations in this report are based on assumptions made by GHD described in this report (refer Section 1.3 of this report). GHD disclaims liability arising from any of the assumptions being incorrect.

The opinions, conclusions and any recommendations in this report are based on information obtained from, and testing undertaken at or in connection with, specific sample points. Site conditions at other parts of the site may be different from the site conditions found at the specific sample points.

Investigations undertaken in respect of this report are constrained by the particular site conditions, such as the location of buildings, services and vegetation. As a result, not all relevant site features and conditions may have been identified in this report.

Site conditions and offsite conditions influencing bushfire hazard may change after the date of this Report. GHD does not accept responsibility arising from, or in connection with, any change to the site conditions. GHD is also not responsible for updating this report if the site conditions change.

1.3 Assumptions

BFPL has been assessed using the NSW RFS BFPL mapping tool (**[Check if you're in bush fire prone land - NSW Rural Fire Service](#)**) and the NSW ePlanner Spatial viewer (**[ePlanning Spatial Viewer \(nsw.gov.au\)](#)**). GHD assumes the architectural designs provided by the client are current.

This assessment is based on the assumption that RFS Bush Fire Prone Land (BFPL) mapping will be updated as per Section 6.

2. Background

2.1 Site Description

The site is located on 356 Kerr Road, Wirlinga (Lot 1 DP 1315132). The site is located within the Albury City Local Government Area and is zoned R1 General Residential (the R1 zone) under the *Albury Local Environmental Plan 2010* (the LEP). Figure 1 is a site plan showing the location of the proposed school within its regional context. Figure 2 is an aerial photograph of the site and its immediate surrounds.

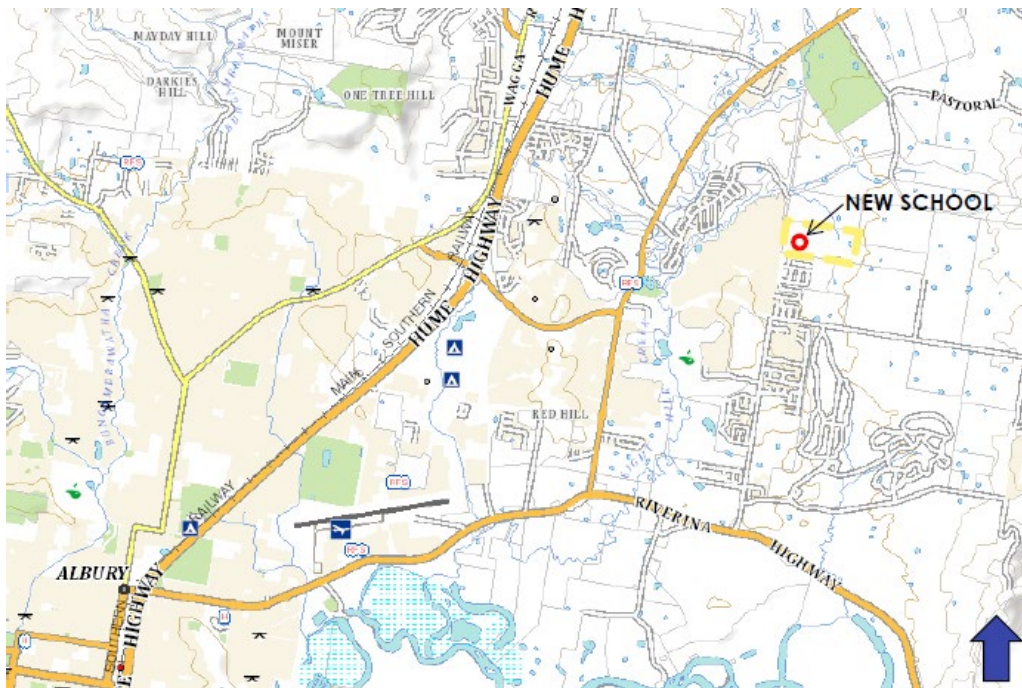


Figure 1 Location of the proposed Albury Thurgoona New Primary School and New Public Preschool (Source: Planning Spatial Viewer)

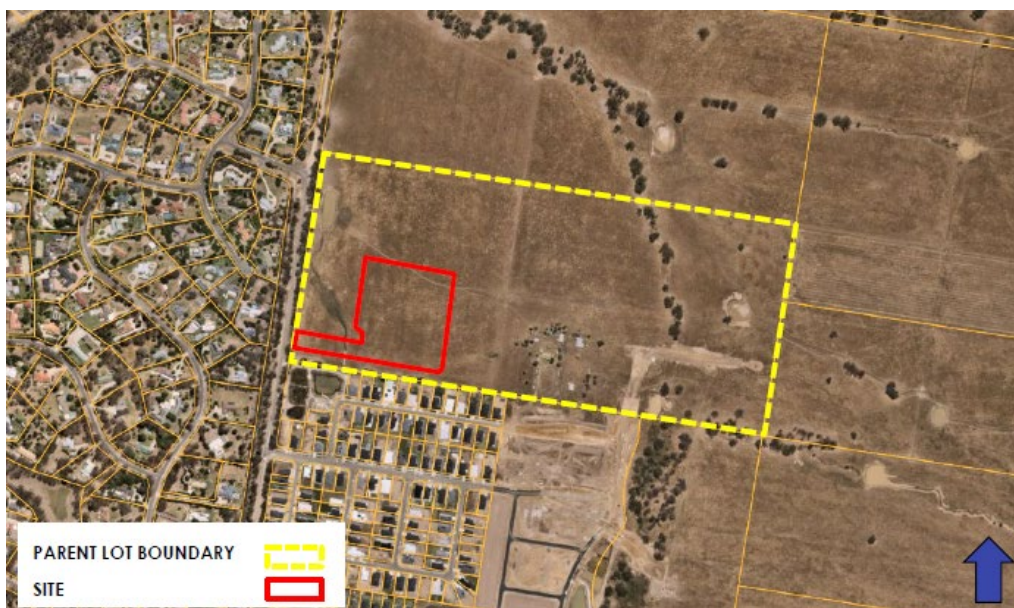


Figure 2 Aerial photograph of the site showing the location of the new school and access road (Source: Nearmap 19 November 2024)

The boundary of the REF works is shown in Figure 3 and comprises the following two (2) components:

- School site: This is the location of the future school. The school site has a total area of 30,324m² with a frontage to the future road of 181.65 metres. The school site doesn't contain any existing buildings or structures and has been cleared of existing vegetation and trees.
- Future road reserve: This is the location of the future road that provides vehicle access to the school site from Kerr Road. The future road reserve has a total area of 6,966m².

In addition, there are works located outside of the REF works boundary.

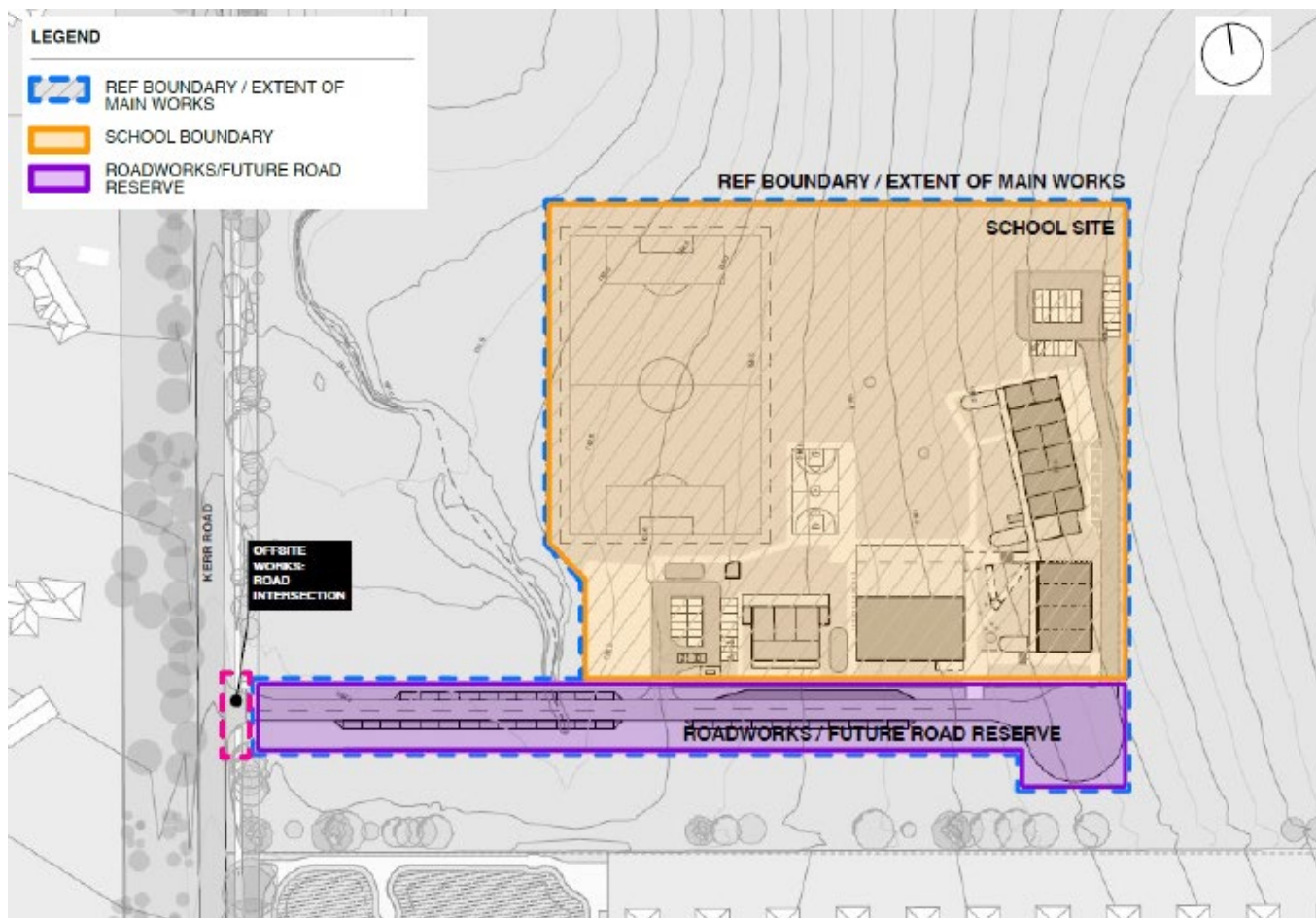


Figure 3 Extent of proposed works at Albury Thurgoona New Primary School and New Public Preschool (Source: Bennett & Trimble)

2.2 Planning and Legal Framework

The assessment process for developments in bushfire prone areas is outlined in Diagram 1 and the following sub-sections.

2.2.1 PBP requirements

Schools are classified as SFPP and assessed against the BPM specifications in Chapter 6 of PBP. An addendum to PBP (RFS 2022) has recently been released which aligns with the new bushfire protection specifications for specific Class 9 buildings (which includes schools) under the National Construction Code (NCC) 2022.

Bushfire requirements can be found in:

- Chapter 6 (Tables 6.8a to Table 6.8d) of PBP (https://www.rfs.nsw.gov.au/__data/assets/pdf_file/0005/130667/Planning-for-Bush-Fire-Protection-2019.pdf); and
- Table 2 and Table 4 of PBP Addendum 2022: (https://www.rfs.nsw.gov.au/__data/assets/pdf_file/0006/241584/Planning-For-Bush-Fire-Protection.pdf).
- Appendix A of PBP Addendum 2025: (https://www.rfs.nsw.gov.au/__data/assets/pdf_file/0003/276195/2025-Addendum-to-Planning-for-Bush-Fire-Protection.pdf)

2.2.2 NCC 2022

NCC 2022 was released on 1 October 2022 (enacted 1 May 2023) and prescribes additional bushfire protection provisions for certain Class 9 buildings which includes schools. The transition period for this change was October 2022 to May 2023, with no grace period after this date.

Bushfire specifications for SFPP Class 9 buildings (including NSW variations) can be found in Section G, Part G5 of NCC 2022 (<https://ncc.abcb.gov.au/editions/ncc-2022/preview/volume-one/g-ancillary-provisions/part-g5-construction-bushfire-prone-areas>) and Specification 43 (https://ncc.abcb.gov.au/editions/ncc-2022/preview/volume-one/g-ancillary-provisions/43-bushfire-protection-certain-class-9-buildings#_805751e5-3585-4bde-a894-f4d52916cffd).

Clause G5D4 of NCC 2022 is a deemed-to-satisfy (DTS) provision applicable to scenarios where the bush fire attack level (BAL) does not exceed BAL 12.5. It provides that in a designated bush fire prone area, a Class 9 building that is a SFPP, or a Class 10a building or deck immediately adjacent or connected to such a building or part, must comply with:

- a. for a Class 9 building that is special fire protection purpose, Specification 43 except as amended by Planning for Bush Fire Protection;
- b. for a Class 10a building or deck immediately adjacent or connected to a Class 9 building that is a SFPP:
 - i. AS 3959 except as amended by Planning for Bush Fire Protection; and
 - ii. S43C13; or
- c. the requirements of (a) or (b) above as modified by the development consent with a BFSA issued under section 100B of the RF Act for the purposes of integrated development.

The following Specification 43 measures are not addressed by PBP, and not covered in this Bushfire Hazard and Risk Assessment and are subject to assessment by Fire Engineers:

- S43C3 Separation between buildings
- S43C4 Separation from allotment boundaries and car parking areas
- S43C5 Separation from hazards (such as liquefied petroleum gas bottles, fuel storage, storage of combustible materials, waste bins, vehicles, machinery, and the like)
- S43C6 Non-combustible path around building
- S43C7 Access pathways
- S43C8 Exposed external areas
- S43C9 Internal tenability
- S43C12 Emergency power supply
- S43C13 Signage

PBP Addendum 2025 alters the requirement of compliance with S43C9 - Internal tenability and S43C14 – Vehicular access for SFPP developments which are primary and/or secondary schools. The amendments are as follows:

S43C9 - Internal tenability does not apply unless:

- (a) any part of the building is on land, or is within 100 metres of land, that is categorised as Vegetation Category 1 on a bush fire prone land map certified by the Commissioner of the NSW RFS under section 10.3 of the EP&A Act; and
- (b) the area of land categorised as Vegetation Category 1:
 - i. is greater than 5 hectares in size but is not a corridor with a width of 120 metres or less at its widest point (where 'width' refers to the narrowest dimension of the corridor); or
 - ii. is within 100 metres in any direction of another area of land categorised as Vegetation Category 1

Clause S43C9 does not apply as the activity is not on land, or is within 100 metres of land, categorised as Vegetation Category 1.

S43C14 – Vehicular access does not apply if the building is a building that is, or forms part of, a primary and/or secondary school, provided that the performance criteria or acceptable solutions in Table 6.8b of PBP 2019 are complied with.

Clause S43C14 does not apply as the performance criteria or acceptable solutions in Table 6.8b of PBP 2019 are complied with.

Due to planning time frames, it is likely that this addendum will be in effect before construction of the school begins.

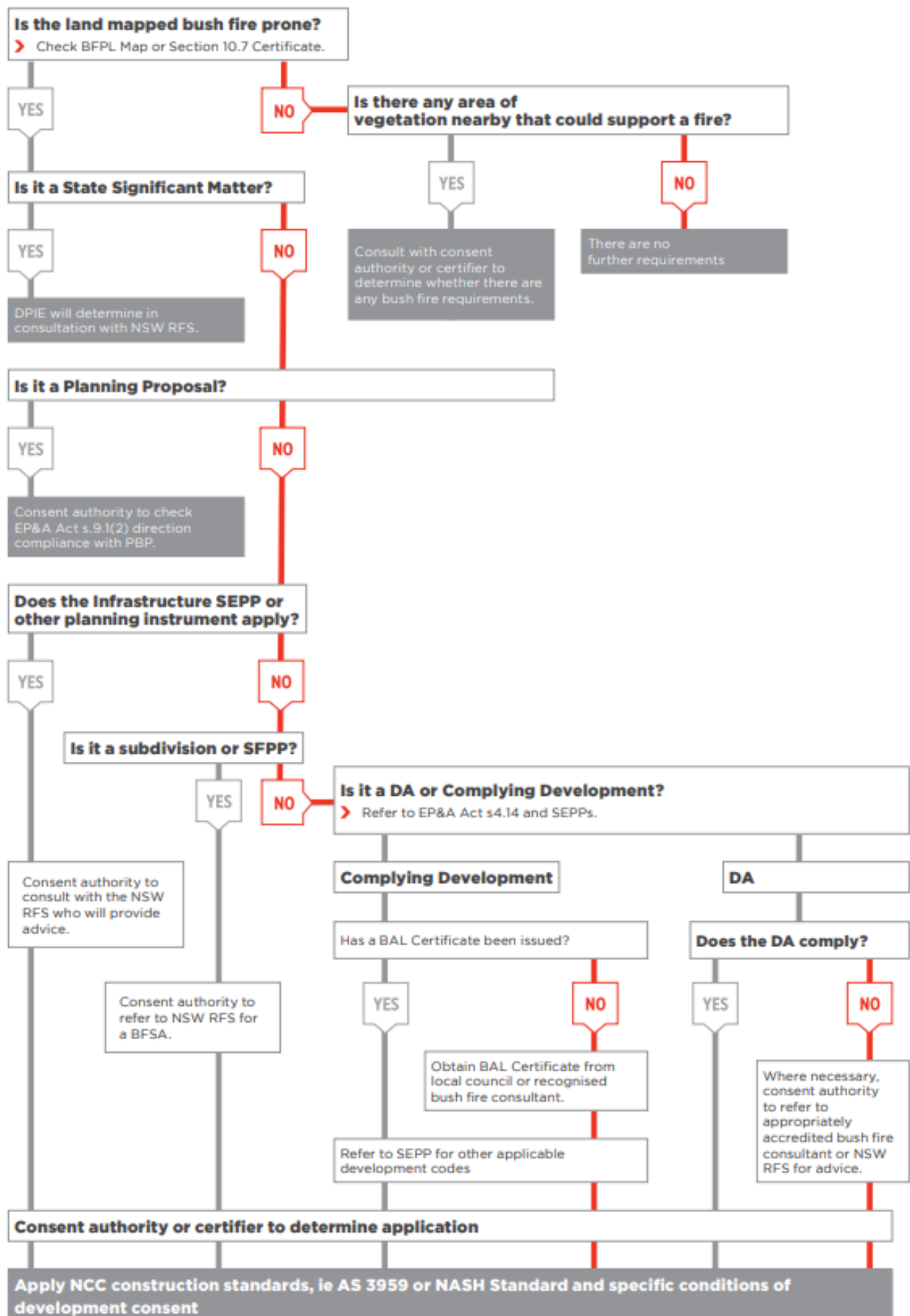


Diagram 1 Assessment process for developments in bush fire prone areas (from PBP 2019)

2.3 Bushfire Prone Land classification

The BFPL Map is a trigger for the consideration of bushfire matters for new development. It is not intended as a detailed measure of risk. The map does not form part of the site assessment process.

The site is currently classified as BFPL due to the presence across the entire site of mapped bushfire prone Vegetation Category 3; there is also a vegetation buffer is mapped to the south and west of the site as seen in Figure 4 (accessed via ePlanning Spatial Viewer, 2025). The BFPL mapping was last updated in 2021. A site visit conducted 18 March 2024 confirmed the BFPL mapping reflected the vegetation conditions in and around the site.

The application of PBP and its addendums (2022 and 2025) and AS3959-2018 is therefore triggered for any future development application. However, it is noted that significant changes to the landscape will result from proposed Thurgoona Wirringa Precinct Structure plan development surrounding the site under future development applications for subdivision and construction of new urban development. This will result in the removal of bushfire prone vegetation on and adjoining the site, and DoE has commenced the process with the NSW RFS to amend BFPL mapping to reflect this development. Assuming the BFPL mapping is updated and there is no mapped BFPL within 100 m of the site, PBP and AS3959-2018 requirements will not apply to the site.

Until the BFPL mapping is updated, mitigation measures as part of this activity will provide for temporary removal of the BFPL mapped vegetation. See Section 6 for further information.

2.4 Assessment Process

In the absence of updated BFPL mapping, at the activity assessment phase, activity in bushfire prone areas (as determined and mapped by the NSW RFS in consultation with Local Government) must comply with PBP. Accordingly, a REF must demonstrate how the activity complies with the PBP. A bush fire safety authority (BFSA) is required from the NSW RFS for SFPP developments on BFPL. An application for a BFSA must address the extent to which the activity complies with PBP.

The activity site is a greenfield site adjoined by earthworks/infrastructure for a residential development (Attachment 2). GHD conducted this bushfire Risk and Hazards Assessment based on the assumption that the activity of the school occurs in advance of surrounding development. Under this assumption, the assessment determines that the activity site can be managed with a temporary APZ. The APZ would be 100 m for all undeveloped aspects of the site between the grassland and the proposed school. The temporary APZ would remain in place until such time as adjoining development removed the hazard permanently. DoE will manage the easements while they are active (as per email 20 December 2024).

This assessment is based on the following information sources:

- Information contained within the Concept Design Report (Bennett and Trimble, 2024)
- Geographic information system (GIS) analysis including online spatial resources such as NSW Spatial Services and NSW Planning Portal
- Site inspection 18 March 2024

Table 1 identifies the bushfire protection measures assessed and whether an acceptable or performance solution is being proposed.

Table 1 *Summary of Bush Fire Protection Measures assessed*

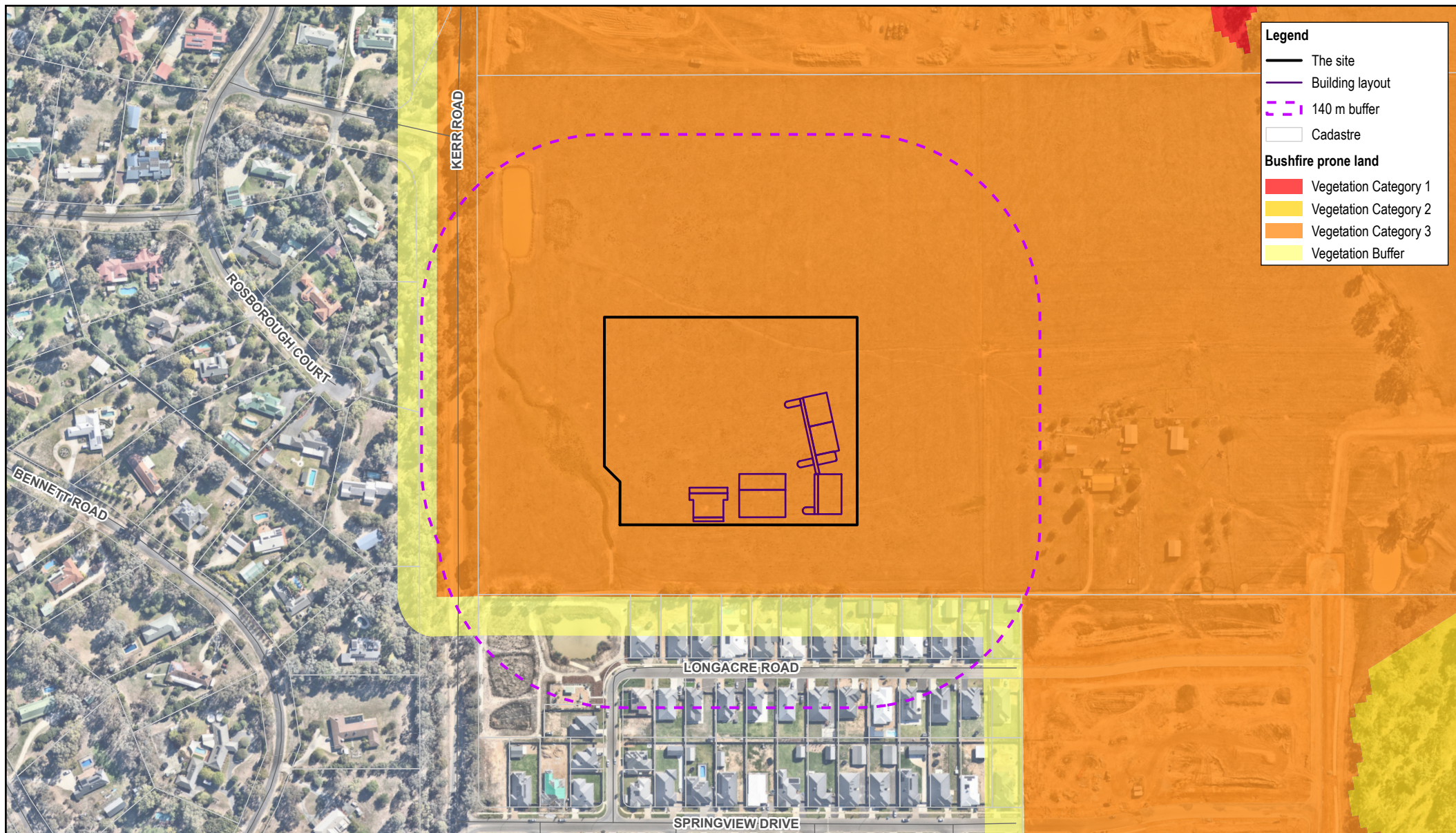
Bushfire Protection Measures	Acceptable Solution	Performance Solution	Report Section
Asset Protection Zone	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	4.1
Construction	<input checked="" type="checkbox"/>	<input type="checkbox"/>	4.2
Landscaping	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	4.3
Access	<input checked="" type="checkbox"/>	<input type="checkbox"/>	4.4
Water Supply	<input checked="" type="checkbox"/>	<input type="checkbox"/>	4.5
Electricity Services	<input checked="" type="checkbox"/>	<input type="checkbox"/>	4.6
Gas Services	<input checked="" type="checkbox"/>	<input type="checkbox"/>	4.7
Emergency Management	<input checked="" type="checkbox"/>	<input type="checkbox"/>	4.8

2.5 Significant Environmental Features

This report identifies the area impacted by the bushfire protection measures, including the APZ. However, this report has not undertaken an assessment of significant environmental features, threatened species, populations or ecological communities under the Biodiversity Conservation Act that may be potentially affected by the proposed bushfire protection measures as it is addressed by other components of the planning approval process. DoE is the proponent and determining authority and will assess any potential environmental issues.

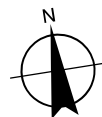
2.6 Aboriginal Cultural Heritage

This report identifies the area impacted by the bushfire protection measures, including the APZ. However, this report has not undertaken an assessment of any Aboriginal cultural heritage objects under the National Parks and Wildlife Act 1974 that may be potentially affected by the proposed bushfire protection measures as it is addressed by other components of the planning approval process. DoE is the proponent and determining authority and will assess any potential issues.



Paper Size ISO A4
0 50 100
Metres

Map Projection: Transverse Mercator
Horizontal Datum: GDA2020
Grid: GDA2020 MGA Zone 55



Department of Education
Bushfire Hazards and Risk Assessment
Albury Thurgoona New Primary School and
New Public Preschool School

Project No. 12619132
Revision No. D
Date 14/07/2025

Bushfire prone land

FIGURE 4

3. Bushfire Hazard Assessment

3.1 Process

The site assessment methodology from Appendix 1 of PBP has been used in this assessment to determine the required APZ and construction requirements. Figure 5 shows the predominant vegetation representing the highest bushfire threat potentially posed to the development from various directions.

The site falls within the Albury City Council LGA within the Eastern Riverina region for which Fire Danger Index (FDI) of 80 is applicable for bushfire assessment (NSW RFS, 2019).

Where a 50 m APZ for grassland and 100m APZ for other vegetation types can be provided there is no further requirements. However, a full assessment of the proposal against PBP (Chapter 6 and Appendix B of the Addendum) has been undertaken as per DoE's request. The temporary APZ will be maintained by DoE until the hazard is removed.

3.2 Vegetation

In accordance with PBP, the predominant vegetation is assessed for a distance of at least 140 m from the site in all directions

The nearest mapped vegetation (Figure 5) is associated with the Kerr Road reserve and is classified as Plant Community Type (PCT) 277 – *Blakey's Red Gum – Yellow Box grassy tall woodland of the NSW South Western Slopes Bioregion* (Grassy Woodlands under PBP). It has a separation distance of approximately 160 m from the western part of proposed buildings at its closest point.

The road reserve of Kerr Road contains a mixture of PCT277 and patches of grass. Roadside grass is managed by Albury City Council via a program of slashing between the road verge and the table drain (refer Plate 1, photograph B).

A site inspection on 18 March 2024 indicated that the vegetation within the site boundary including the proposed location of the school was grassland. Grassland extends beyond the site boundary to the north, east and south as grazed pasture (see Plate 1).

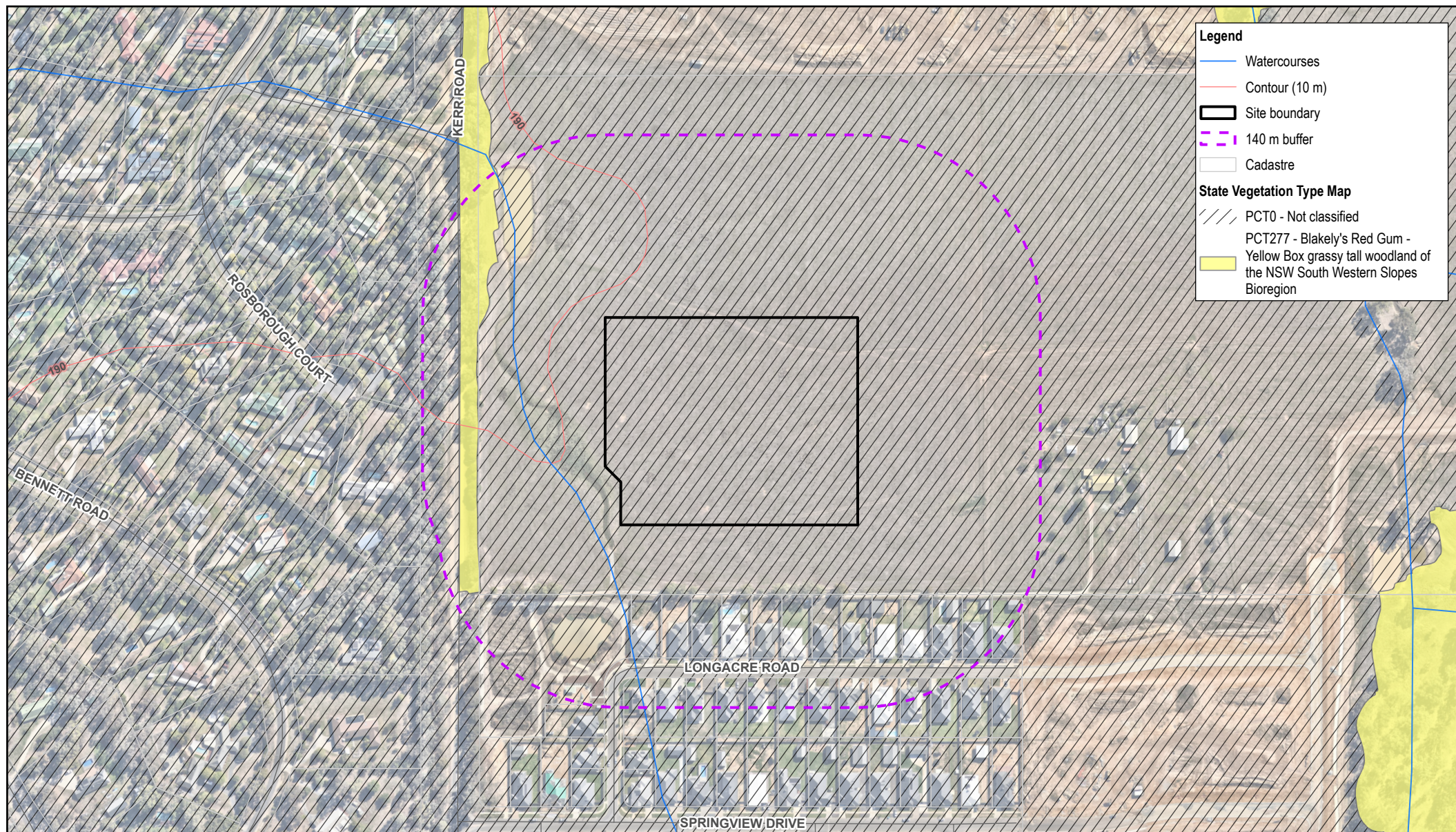
There is a narrow stand of PCT 277 within the road reserve between the proposed school location and Kerr Road carriageway in the proposed location 50 m bus bay. This vegetation meets the requirements for Excluded/Low threat vegetation, as described in section 2.2.3.2 of AS3959:2018 and therefore the application of PBP does not apply and no BPMs are required.

Areas to the east, north and south of the site are proposed to be converted to residential development in accordance with the Albury City Council Thurgoona Wirringa Precinct Structure Plan (2013). Parts of the plan are currently under review ([Thurgoona Wirringa Precinct Structure Plan | AlburyCity \(nsw.gov.au\)](#)).

3.3 Effective Slope

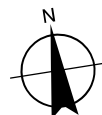
In accordance with PBP, the slope that would most significantly influence fire behaviour is determined over a distance of 100 m from the boundary of the proposed development under the classified vegetation.

Effective slope was assessed using contour mapping from NSW Spatial Services (note this describes the slope underneath the vegetation, not the slope between the proposed buildings and the vegetation). The majority of the site can be characterized as flat/ upslope, with the grazed grassland vegetation to the east, between the asset and Woolshed Creek to the east, upslope of the proposed school building (refer Plate 1, photograph C).



Paper Size ISO A4
0 50 100
Metres

Map Projection: Transverse Mercator
Horizontal Datum: GDA2020
Grid: GDA2020 MGA Zone 55



Department of Education
Bushfire Hazards and Risk Assessment
Albury Thurgoona New Primary School and
New Public Preschool School

Project No. 12619132
Revision No. D
Date 14/07/2025

Bushfire hazards

FIGURE 5



Plate 1: A – View north across subject site. B – View south along Kerr Road (subject site to the left). C – View southeast across site. D – View south - residential subdivision and stormwater basin to the south of the subject site

3.4 Summary of Assessment

A summary of the bushfire hazard assessment is provided in Table 2.

Table 2 Bushfire hazard assessment and APZ requirements

Direction	Nearest BF prone vegetation (existing)	Effective slope class	SFPP required APZ (m)	Proposed APZ (m)	Comments
North	Grassland	Upslope/flat	36 m	100 m	Temporary APZ can include road and earthworks providing separation from any hazard vegetation until such time as all adjoining development complete.
East	Grassland	Upslope/flat	36 m	100 m	
South	Grassland	0-5 degrees downslope	40 m	100 m	
West	Grassland	Upslope/flat	36 m	100 m	

4. Bushfire Protection Measures

In undertaking this assessment, it should be noted the site is considered low risk based on the following mitigating factors:

- Updated BFPL (being undertaken under a separate application, refer Section 6) will remove the BFPL mapping from the entire site;
- There will be no grassland hazard within 100 m of the site;
- There will be no wooded bushfire hazard within 100 m of the site;
- A1.3 of PBP stipulates the assessment process for grassland vegetation formation and clearly identifies that where a 50 m APZ is provided, there are no further requirements. This is not the Grassland Deeming Provisions located in 7.9 of PBP.

Based on the above, BPM are not applicable as the site will not be bushfire prone land and the APZ to be implemented far exceeds those required for SFPP in grassland and woodland vegetation however, APZ and landscaping measures have been considered.

The following section demonstrates how the proposal conforms or deviates from the specifications set out in Chapter 6 of PBP and Addendum to PBP.

4.1 Asset Protection Zones

Table 3 shows the minimum required APZ to achieve SFPP development standards (reproduced from Table 6.8 of PBP), with a temporary APZ until surrounding development is in place. The footprint of the APZ is shown in Figure 6.

As discussed in Section 1.1, the proposed site is a greenfield development adjoined by earthworks/infrastructure for a residential development. The development will have wetlands to the west of the site, but these will be developed and managed by Albury City Council or comprised of an area less than one hectare (Attachment 2), thus excluded as a hazard under Section A1.10 of PBP. These requirements assume the development of the school in advance of surrounding development, where a temporary APZ of 100 m would be provided between the grassland vegetation and the proposed school boundary, and no further BPMs are required. The temporary APZ will be managed to IPA specifications in accordance with Appendix 4 of PBP.

As the timing of development of the adjacent land cannot be confirmed, DoE will manage the temporary APZs 100 m from the school boundary until the hazard is removed.

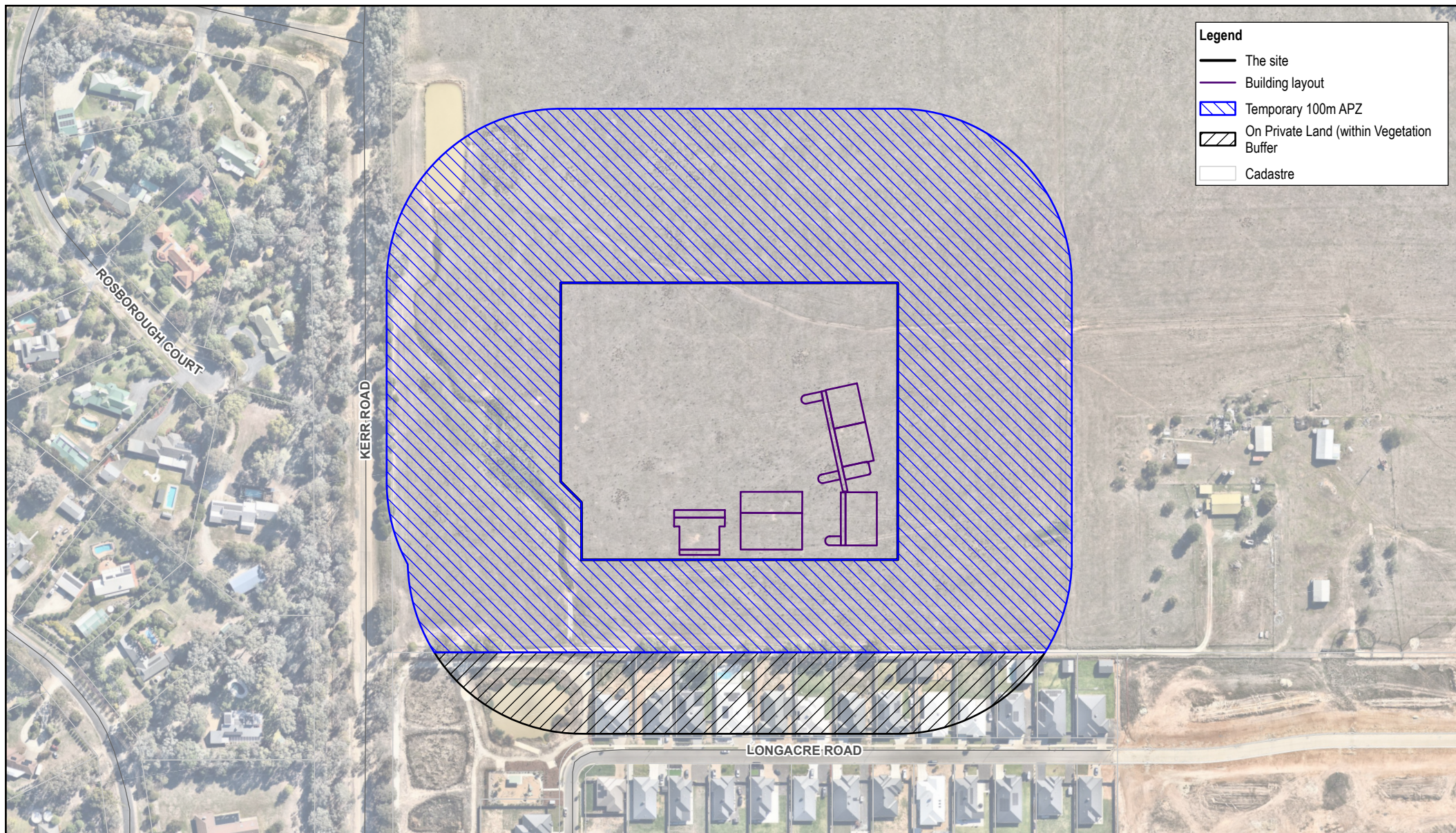
Table 3 *Proposed APZ arrangements*

Direction	Nearest BF prone vegetation (existing)	Effective slope class	Proposed APZ (m)	Likely worst-case BAL for all proposed buildings	Comments
North	Grassland	Flat/ Upslope	100 m	BAL Low	Compulsory land acquisition (refer to Attachment 1). Land to be managed as temporary APZ 100 m from site boundary in perpetuity, or until development occurs or BFPL mapping is updated.
East	Grassland	Flat/ Upslope	100 m	BAL Low	
South	Grassland	0-5 degrees	100 m	BAL Low	
West	Grassland	Flat/ Upslope	100 m	BAL Low	

The compliance of the proposed temporary APZ with Section 6.8.1 of PBP is documented in Table 4.

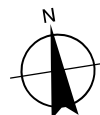
Table 4 APZs and construction for SFPP development (adapted from Table 6.8a of PBP) for all Scenarios.

Performance Criteria		Acceptable Solutions	Compliance notes
The intent may be achieved where:			
ASSET PROTECTION ZONES (APZ)	Radiant heat levels of greater than 10kW/m ² (calculated at 1200K) will not be experienced on any part of the building	The building is provided with an APZ in accordance with table A1.12.1 in Appendix 1.	Can comply Temporary 100 m APZ provided exceeding requirements of Table A1.12.1 as shown in Table 3.
	APZ maintenance is practical, soil stability is not compromised and the potential for crown fires is minimised.	The APZ is located on lands with a slope less than 18 degrees.	Complies APZs are not located on slopes greater than 18°
	APZs are managed and maintained to prevent the spread of fire to the building. The APZ is provided in perpetuity.	The APZ is managed in accordance with the requirements of Appendix 4 of this document and is wholly within the boundaries of the development site. APZ are wholly within the boundaries of the development site; and Other structures located within the APZ need to be located further than 6m from the refuge building.	Complies APZ to be managed in accordance with PBP. Can comply Management agreements with neighbouring properties will need to be sought in perpetuity, or until surrounding development commences.
All APZ modelling for the purposes of SFPP development is based on flame temperature of 1200 Kelvin (K).			



Paper Size ISO A4
0 25 50
Metres

Map Projection: Transverse Mercator
Horizontal Datum: GDA2020
Grid: GDA2020 MGA Zone 55



Department of Education
Bushfire Hazards and Risk Assessment
Albury Thurgoona New Primary School and
New Public Preschool School

Project No. 12619132
Revision No. D
Date 14/07/2025

Asset Protection Zones

FIGURE 6

4.2 Construction requirements

Table 5 shows the compliance of construction with Table 2 of Appendix B of Addendum to PBP. The site is not constrained by BAL exposure. The site can achieve BAL LOW through the provision of temporary APZ in all directions until adjoining development occurs.

Table 5 Construction requirements and compliance (adopted from Table 2 of Addendum to PBP)

Performance Criteria		Acceptable Solutions	Compliance notes
The intent may be achieved where:			
CONSTRUCTION	The proposed building can withstand bush fire attack in the form of wind, embers, radiant heat, and flame contact	A construction level of BAL-19 under AS 3959 and section 7.5 is applied.	<p>Not applicable</p> <p>BAL determined using Table A1.12.6 of PBP. BAL is determined as Low through the provision of temporary APZ in all directions until adjoining development occurs, and based on the following mitigating factors:</p> <ul style="list-style-type: none"> - Updated BFPL (being undertaken under a separate application, refer Section 6) will remove the BFPL mapping from the entire site - There will be no grassland hazard within 100 m of the site - There will be no wooded/other vegetation type bushfire hazard within 100 m of the site - A1.3 of PBP stipulates the assessment process for grassland vegetation formation and clearly identifies that where a 50 m APZ is provided, there are no further requirements. This is not the Grassland Deeming Provisions located in 7.9 of PBP.

4.3 Landscaping

Table 6 shows the compliance of landscaping with Table 2 of Appendix B of Addendum to PBP.

Table 6 Performance criteria and acceptable solutions for landscaping for SFPP development (adapted from Table 6.8 of PBP)

Performance Criteria		Acceptable Solutions	Compliance notes
The intent may be achieved where:			
LANDSCAPING	Landscaping is designed and managed to minimise flame contact and radiant heat to buildings, and the potential for wind-driven embers to cause ignitions	Landscaping is in accordance with Appendix 4.	Can Comply To be managed in accordance with PBP.
		Fencing is constructed in accordance with section 7.6.	To Comply Fencing to be constructed in accordance with Section 7.6 of PBP. All fencing and gates are to be constructed of hardwood or non-combustible material to comply with Section 7.6 of PBP. Where fencing is within 6 m of a building, they should be made of non-combustible material only. It is recommended all fencing within 6 m of buildings is made of non-combustible material.

4.3.1 PBP requirements

Until such time until the surrounding hazard is permanently removed by adjoining development and the temporary APZ is no longer required, vegetation management, including landscaping, within the activity site and the temporary APZ is to achieve the specifications of an IPA as described by PBP and outlined below:

Trees

- Canopy cover should be less than 15% (at maturity);
- Trees (at maturity) should not touch or overhang the building;
- Lower limbs should be removed up to a height of 2 m above ground;
- Canopies should be separated by 2 to 5 m; and
- Preference should be given to smooth barked and evergreen trees.

Shrubs

- Create large discontinuities or gaps in the vegetation to slow down or break the progress of fire towards buildings;
- Shrubs should not be located under trees;
- Shrubs should not form more than 10% ground cover; and
- Clumps of shrubs should be separated from exposed windows and doors by a distance of at least twice the height of the vegetation.

Grass

- Should be kept mown (as a guide grass should be kept to no more than 100 mm in height); and
- Leaves and vegetation debris should be removed.

4.4 Access

Table 7 shows the compliance of access with Table 2 of Appendix B Addendum to PBP.

Table 7 Performance criteria and acceptable solutions for access for SFPP development (adapted from Table 6.8b if PBP).

Performance Criteria		Acceptable Solutions	Compliance notes
The intent may be achieved where:			
FIREFIGHTING VEHICLES	Firefighting vehicles are provided with safe, all-weather access to structures and hazard vegetation	<p>Vehicular access must be capable of providing continuous access for emergency vehicles to enable travel in a forward direction from a public road around the entire building.</p> <p>Must have a minimum unobstructed width of 6m with no part of its furthest boundary more than 18m from the building and in no part of the 6m width be built upon or used for any purpose other than vehicular or pedestrian movement.</p> <p>Must provide reasonable pedestrian access from the vehicular access to the building.</p> <p>Must have a load bearing capacity and unobstructed height to permit the operation and passage of fire fighting vehicles.</p> <p>Must be wholly within the allotment except that a public road complying with above may serve as the vehicular access or part thereof.</p>	<p>Can comply</p> <p>The site does not currently have road access, however a road network will be provided as part of the Thurgoona Wirringa Precinct Structure Plan.</p> <p>The structures in the site will be accessible from the proposed public roads to the north, south, and west. The main access to the site is on the southern boundary on the proposed road reserve.</p> <p>It is expected that access plans included in the detailed design stage will meet requirement outlined in Appendix 3 of PBP.</p>
ACCESS ROAD CAPACITY	The capacity of access roads is adequate for firefighting vehicles	The capacity of road surfaces and any bridges/ causeways is sufficient to carry fully loaded firefighting vehicles (up to 23 tonnes); bridges and causeways are to clearly indicate load rating.	<p>Can comply</p> <p>No bridges in place.</p>
ACCESS TO WATER	There is appropriate access to water supply	<p>Reticulated water is to be provided to the development, where available.</p> <p>Water for firefighting purposes must be made available and consist of –</p> <ul style="list-style-type: none"> – A fire hydrant system installed in accordance with AS2419.1; or – Where no reticulated water is available, a static water supply consisting of tanks, swimming pools, dams or the like, or a combination of these, together with suitable pumps, hoses and fittings, determined in consultation with NSW RFS that – <ul style="list-style-type: none"> • is capable of providing the required flow rate for a period of not less than 4 hours or • has a volume of 10,000 litres for each occupied building. 	<p>Can comply</p> <p>Northern Feeder Water Main is located on the western side of Kerr Road. If this main is accessible to supply reticulated water to the proposed school, and an adequate water supply for firefighting purposes is installed and maintained in accordance with Table 6.8c of PBP, the site can comply.</p>

NON-PERIMETER ROADS	Non-perimeter access roads are designed to allow safe access and egress for firefighting vehicles while occupants are evacuating	<p>Minimum 5.5m width kerb to kerb. parking is provided outside of the carriageway width.</p> <p>Hydrants are located clear of parking areas.</p> <p>There are through roads, and these are linked to the internal road system at an interval of no greater than 500m.</p> <p>Curves of roads have a minimum inner radius of 6m.</p> <p>The maximum grade road is 15° and average grade of not more than 10°.</p> <p>The road crossfall does not exceed 3°.</p> <p>A minimum vertical clearance of 4m to any overhanging obstructions, including tree branches, is provided.</p>	<p>Can comply</p> <p>Detailed access designs were not provided to GHD to assess compliance of vehicular access and parking area requirements. It is expected that access plans included in the detailed design stage will meet requirement outlined in Appendix 3 of PBP.</p>
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4.5 Utilities – Water supplies

Albury City Council online mapping indicates the Northern Feeder Water Main (200mm PVC) is located on the western side of the Kerr Road carriageway. No hydrants were visible during the site inspection. If this water main can be accessed to supply potable water to the site, water supply is not considered a constraint.

The compliance of the proposed water supply with Table 4 in Appendix B of PBP is documented in Table 8.

Table 8 Performance criteria and acceptable solutions for water supplies in SFPP development (Adapted from Table 6.8c of PBP)

Performance Criteria		Acceptable Solutions	Compliance notes
The intent may be achieved where:			
WATER SUPPLY	An adequate water supply for firefighting purposes is installed and maintained.	Reticulated water is to be provided to the development, where available, or a 10,000 litres minimum static water supply dedicated for firefighting purposes is provided for each occupied building where no reticulated water is available.	Can comply Northern Feeder Water Main is located on the western side of Kerr Road. If this main is accessible to supply reticulated water to the proposed school, and an adequate water supply for firefighting purposes is installed and maintained in accordance with Table 6.8c of PBP, the site can comply.
	Water supplies are located at regular intervals The water supply is accessible and reliable for firefighting operations	Fire hydrant spacing, design and sizing comply with the relevant clauses of Australian Standard AS2419.1:2021. Hydrants are not located within any road carriageway. Reticulated water supply to SFPPs uses a ring main system for areas with perimeter roads.	Can comply The advice of a relevant authority or suitably qualified professional should be sought, for design, certification of design and installation in accordance with relevant legislation, Australian Standards, and table 6.8b and table 6.8c of PBP.
	Flows and pressure are appropriate	Fire hydrant flows and pressures comply with the relevant clauses AS2419:2021.	

	The integrity of the water supply is maintained	All above-ground water service pipes external to the building are metal, including and up to any taps.	
	Water supplies are adequate in areas where reticulated water is not available	<p>A connection for firefighting purposes is located within the IPA or non-hazard side and away from the structure; a 65mm Storz outlet with a ball valve is fitted to the outlet.</p> <p>Ball valve and pipes are adequate for water flow and are metal.</p> <p>Supply pipes from tank to ball valve have the same bore size to ensure flow volume.</p> <p>Underground tanks have an access hole of 200mm to allow tankers to refill direct from the tank.</p> <p>A hardened ground surface for truck access is supplied within 4m of the access hole.</p> <p>Above-ground tanks are manufactured from concrete or metal.</p> <p>Raised tanks have their stands constructed from non-combustible materials on bush fires-resisting timber (see Appendix F AS 3959).</p> <p>Unobstructed access is provided at all times unobstructed access is provided at all times.</p> <p>Tanks on the hazard side of a building are provided with adequate shielding for the protection of firefighters.</p> <p>Underground tanks are clearly marked all exposed water pipes external to the building are metal, including any fittings.</p> <p>Where pumps are provided, they are a minimum 5hp or 3kW petrol or diesel-powered pump, and are shielded against bush fire attack; any hose and reel for firefighting connected to the pump shall be 19mm internal diameter.</p> <p>Fire hose reels are constructed in accordance with AS/NZS 1221:1997 <i>Fire hose reels</i> and installed in accordance with the relevant clauses of AS 2441:2021 <i>Installation of fire hose reels</i>.</p>	<p>Not applicable</p> <p>Proposal serviced by a reticulated water.</p>

4.6 Utilities – Electrical services

The compliance of the proposed supply of electricity services with Section 6.8.3 of PBP is documented in Table 9.

Table 9 Performance criteria and acceptable solutions for electricity services for SFPP development (Adapted from Table 6.8c of PBP)

Performance Criteria		Acceptable Solutions	Compliance notes
The intent may be achieved where:			
ELECTRICITY SERVICES	Location of electricity services limits the possibility of ignition of surrounding bush land or the fabric of buildings	Where practicable, electrical transmission lines are underground. where overhead, electrical transmission lines are proposed as follows: Lines are installed with short pole spacing (30m), unless crossing gullies, gorges, or riparian areas; and no part of a tree is closer to a power line than the distance set out in accordance with the specifications in <i>ISSC3 Guideline for Managing Vegetation Near Power Lines</i>	Can comply The advice of a relevant authority or suitably qualified professional should be sought, for design, certification of design and installation in accordance with relevant legislation, Australian Standards, and Table 6.8c of PBP.

4.7 Utilities – Gas services

Table 10 documents the compliance of the proposed supply of gas services with Section 6.8.3 of PBP.

Table 10 Performance criteria and acceptable solutions for gas services for SFPP development (Adapted from Table 6.8c of PBP)

Performance Criteria		Acceptable Solutions	Compliance notes
The intent may be achieved where:			
GAS SERVICES	Location and design of gas services will not lead to ignition of surrounding bushland or the fabric of buildings	Reticulated or bottled gas is installed and maintained in accordance with AS/NZS 1596:2014 and the requirements of relevant authorities, and metal piping is used. All fixed gas cylinders are kept clear of all flammable materials to a distance of 10m and shielded on the hazard side. Connections to and from gas cylinders are metal. If gas cylinders need to be kept close to the building, safety valves are directed away from the building and at least 2m away from any combustible material, so they do not act as a catalyst to combustion. Polymer-sheathed flexible gas supply lines to gas meters adjacent to buildings are not used. Above-ground gas service pipes external to the building are metal, including and up to any outlets.	Can comply The advice of a relevant authority or suitably qualified professional should be sought, for design, certification of design and installation in accordance with relevant legislation, Australian Standards, and Table 6.8c of PBP. Reticulated/bottled gas supplies will need to be designed/installed in accord with the relevant LPG or natural gas standards including the requirement for all above-ground gas service pipes to be metal, including and up to any outlets

4.8 Emergency and Evacuation Planning

Table 11 documents the compliance of the proposed supply of proposed emergency management plans with Section 6.8.3 of PBP.

Table 11 Performance criteria and acceptable solutions for emergency management plans for SFPP development (adapted from Table 6.8d of PBP)

Performance Criteria		Acceptable Solutions	Compliance notes
The intent may be achieved where:			
EMERGENCY MANAGEMENT	A Bush Fire Emergency and Evacuation management plan is prepared	<p>Bush fire emergency management and evacuation plan are prepared consistent with the:</p> <p>The NSW RFS document: <i>A Guide to Developing a Bush Fire Emergency Management and Evacuation Plan</i>. <i>NSW RFS Schools Program guide</i>. <i>Australian Standard AS 3745:2010 Planning for emergencies in facilities</i>. <i>Australian Standard AS 4083:2010 Planning for emergencies – Health care facilities</i> (where applicable).</p> <p>The bushfire emergency and evacuation management plan should include a mechanism for the early relocation of occupants.</p> <p>Note: A copy of the bush fire emergency management plan should be provided to the Local Emergency Management Committee for its information prior to occupation of the development.</p>	<p>Can comply</p> <p>Bush Fire Emergency and Evacuation management plan to be created as the school site is developed</p>
	Appropriate and adequate management arrangements are established for consultation and implementation of the bush fire emergency and evacuation management plan.	<p>An Emergency Planning Committee is established to consult with residents (and their families in the case of aged care accommodation and schools) and staff in developing and implementing an Emergency Procedures Manual.</p> <p>Detailed plans of all emergency assembly areas including 'on-site' and 'off-site' arrangements as stated in AS 3745:2010 are clearly displayed, and an annual (as a minimum) emergency evacuation is conducted.</p>	<p>Can comply</p> <p>Emergency management arrangements are expected to be included in the detailed design stage.</p>

5. Compliance with NCC

The following summarises compliance with NCC 2022 Volume One Specification 43 Bushfire protection for certain Class 9 buildings.

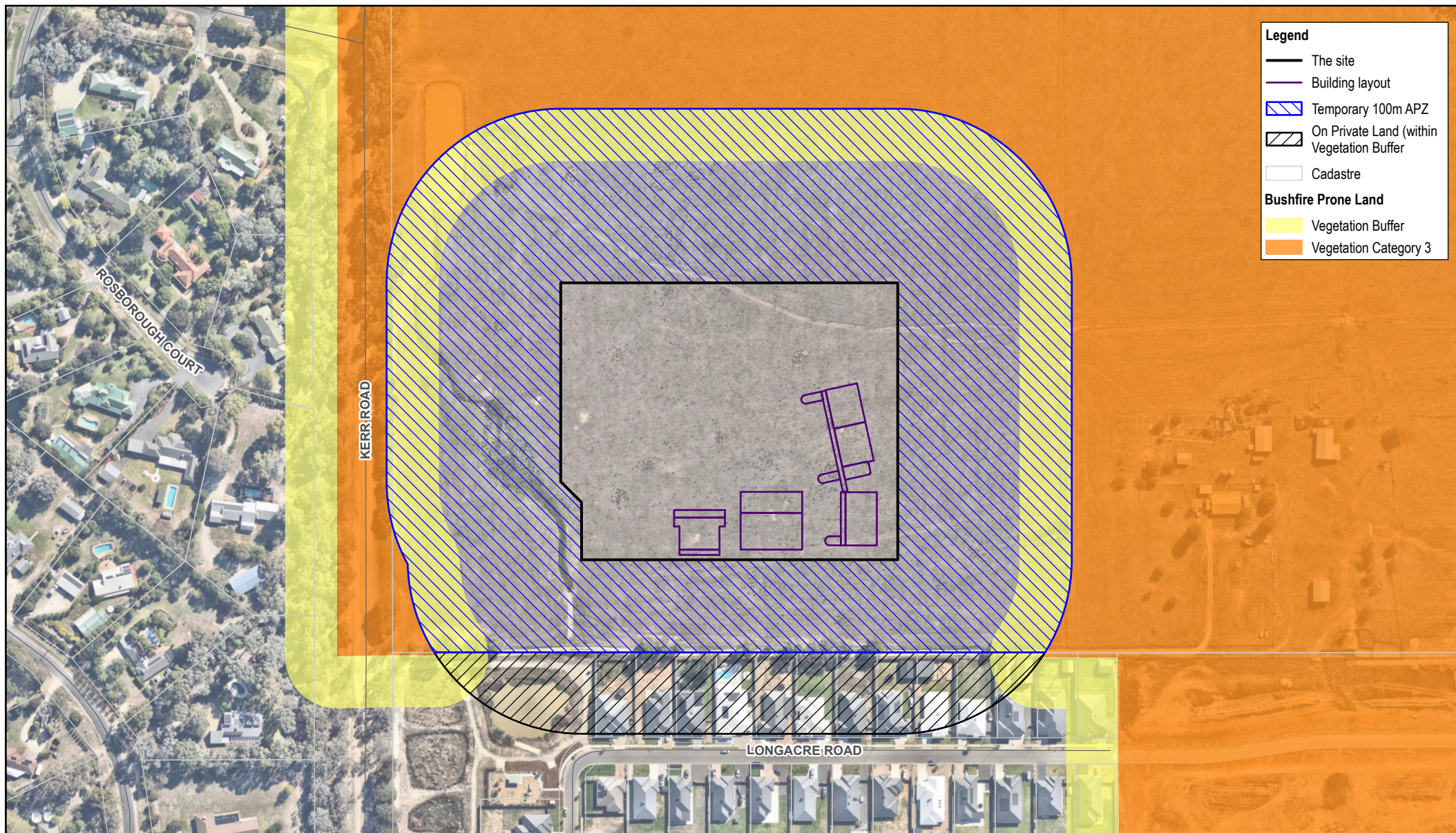
Table 12 Summary of compliance with applicable NCC specifications for some Class 9 buildings

Specification	Report section reference	Compliance notes
S43C2 – Separation from classified vegetation	4.1	N/A – APZ determined under PBP as per NSW State Variation. Required Temporary APZ of 100 m in all directions until adjacent land has been developed.
S43C3 – Separation between buildings	N/A	Not addressed by PBP.
S43C4 – Separation from allotment boundaries and carparking areas	N/A	Not addressed by PBP
S43C5 – Separation from hazard	N/A	Not addressed by PBP
S43C6 – Non-combustible path around building	N/A	Not addressed by PBP
S43C7 – Access pathways	N/A	Not addressed by PBP
S43C8 – Exposed external areas	N/A	Not addressed by PBP
S43C9 – Internal tenability	2.2.2	This clause does not apply to this activity. the activity is not on land, or is within 100 metres of land, categorised as Vegetation Category 1.
S43C10 – Building envelope	4.2	This clause does not apply to this activity. BAL is determined as Low through the provision of temporary APZ in all directions until adjoining development occurs.
S43C11 – Supply of water for firefighting purposes	4.5	Clause identical to PBP. Can comply with PBP requirements.
S43C12 – Emergency power supply	4.6	Not addressed by PBP
S43C13 – Signage	N/A	Not addressed by PBP
S43C14 – Vehicular access	2.2.2, 4.4	Clause identical to PBP. Can comply with PBP requirements.

6. Revised Bushfire Prone Land Mapping

The current BFPL map as per Section 2.3 (Figure 4) does not reflect the future surrounding development of surrounding land and subsequent removal or management of bushfire prone vegetation as part of the surrounding residential development and associated infrastructure currently under development. Furthermore, the vegetation management to be implemented as part of this development proposal (detailed in Section 4.1) further reduces the extent of surrounding BFPL. It is assumed that the BFPL mapping will be updated to reflect the development in the area once complete. A letter requesting the update of BFPL mapping has been submitted to the RFS in accordance with *Guide for Bush Fire Prone Land Mapping* (RFS 2015). Figure 7 presents the update to the BFPL mapping and includes the following changes:

- Refinement of Vegetation Category 3 on Lot 1 DP 1315132 to reflect planned management of land by DoE through compulsory land acquisition as per Section 7.1.2 of *Guideline for Bush Fire Prone Land Mapping* (RFS, 2015). These lands extend 100 metres from the site and are subject to development applications undergoing assessment. The land will be managed by DoE to APZ standards in perpetuity or until the grassland hazard has been removed by future development.



7. Conclusions

7.1 Evaluation of Environmental Impacts

An evaluation of the environmental impacts has led GHD to conclude the following:

1. The extent and nature of potential impacts are low and will not have significant impact on the locality, community and/or the environment.
2. Potential impacts can be appropriately mitigated or managed to ensure that there is minimal impact on the locality, community and/or the environment.

The proposed activity has been assessed against the specifications and requirements of PBP, as outlined in Table 13 below.

Table 13

Proposed bushfire development protection solutions and recommendations

Bushfire Protection Measures	Recommendations	Acceptable Solution	Performance Solution	Report Section
Asset protection zones	APZ dimensions are shown in Figure 6 and Table 4. DoE has proposed to establish and maintain in perpetuity or until such time as the land is developed and the bushfire hazard is removed, a temporary APZ 100 m from the building to the grassland hazard in all directions.	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	4.1
Construction	Bushfire specific construction standards are not applicable or required due to mitigating factors described in Table 5 that mean all bushfire hazards are removed.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	4.2
Landscaping	Addressing performance criteria or achieving acceptable solutions is recommended for landscaping within the site to achieve bushfire design principles. Fences within 6 m of the buildings shall be of non-combustible material (Table 6).	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	4.3
Access	<p>The site does not currently have road access, however a road network will be provided as part of the Thurgoona Wirlinga Precinct Structure Plan.</p> <p>The structures in the site will be accessible from the proposed public roads to the north, south, and west. The main access to the site is on the southern boundary on the proposed road reserve.</p> <p>Access to and within the site to be designed with no bridges and hydrant points located outside internal road reserve and parking areas to achieve bushfire design principles.</p>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	4.4
Water supplies	The site to be serviced by a reticulated water supply.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	4.5
Electrical services	Electricity supply located underground.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	4.6
Gas services	Certification of design and installation for gas services are to be undertaken by a suitably qualified professional and in compliance with Section 6.8.3 of PBP.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	4.7
Emergency management	Emergency management plans will be created as the school site is developed.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	4.8

The aim of PBP in respect of development on bushfire prone land is “to provide for the protection of human life and minimise impacts on property from the threat of bush fire, while having due regard to the development potential, site characteristics and protection of the environment”.

The objectives of PBP (Section 1.1) are:

- Afford buildings and their occupants protection from exposure to bushfire;
- Provide for a defensible space to be located around buildings;
- Provide appropriate separation between a hazard and buildings which, in combination with other measures, prevent the likely fire spread to the buildings;
- Ensure that appropriate operational access and egress for emergency service personnel and occupants is available;
- Provide for ongoing management and maintenance of bushfire prevention measures; and
- Ensure that utility services are adequate to meet the needs of firefighters.

The aims and objectives of PBP can be met for the proposed activity based on the conditions of the site and immediately adjoining areas.

8. Mitigation Measures

Mitigation measures required at design, construction, and operation stages are detailed in Table 14. Note that these are on the assumption that BFPL mapping is not updated. If the BFPL mapping is updated to remove the hazard, the mitigation measures identified are not required.

Table 14 *Proposed bushfire development protection solutions and recommendations for each proposed stage: Design (D), Construction (C), Operation (O)*

Project Stage:	Timing	Bushfire Protection Measure	Mitigation Response	Report Section
D / C / O	Throughout	Asset protection zones	The department must ensure the Asset Protection Zone (APZ) is in place prior to construction and is maintained. During operation, DoE must manage APZ in perpetuity or until the bushfire hazard is removed.	4.1
D / O	Prior to occupation	Landscaping	Prior to occupation of the site DoE is to ensure landscaping within the site is designed to achieve PBP acceptable solutions until such time as the surrounding hazard is permanently removed.	4.3
D / C / O	Throughout	Access	Access to and within the site to be designed with no bridges and hydrant points located outside internal road reserve and parking areas to achieve bushfire design principles.	4.4
O	Prior to occupation	Emergency management	Prior to commencement of operation, a Bushfire Emergency Management Plan is to be incorporated with Emergency Management Plan.	4.8

9. Recommendations

The authorisation of the development is recommended based on the mitigation measures in Table 14 in the absence of updated BFPL mapping indicating the site is no within 100 m of land mapped as BFPL vegetation.

10. References

Australian Building Codes Board (2022). National Construction Code Volume One – Building Code of Australia. ABCB

Australian Standard (AS) AS3959:2018 – Construction of buildings in bushfire prone areas. Standards Australia.

Nearmap (2021). Aerial Imagery.

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RPS Australia East Pty Ltd (2013) Thurgoona Wirlinga Precinct Structure Plan
[Thurgoona Wirlinga Precinct Structure Plan | AlburyCity \(nsw.gov.au\)](#)

Attachment 1

**Department of Education Acquisition
Agreement Part Lot 27 DP1243505 Kerr
Road, Thurgoona**

Acquisition Agreement

Part Lot 27 DP1243505 Kerr Road, Thurgoona

Minister for Education and Early Learning (ABN 40 300 173 822) (**Minister**)

Lawrence Chi Chung Yeung & Sally Alice Yeung atf S&L Superannuation Fund (ABN 84 882 382 910)
(**Landowners**)

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Ref: 45 6175



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Acquisition Agreement

Part Lot 27 DP1243505 Kerr Road, Thurgoona

Parties

Minister	Name	Minister for Education and Early Learning
	Address	Level 5, 105 Phillip Street Parramatta NSW 2150
	ABN	40 300 173 822
Landowners	Name	Lawrence Chi Chung Yeung and Sally Alice Yeung atf S&L Superannuation Fund
	Address	8 Craig Avenue Vaucluse NSW 2030
	ABN	84 882 382 910

Background

- A The Landowners are the registered proprietors of the Land.
- B The Minister has the power to acquire the Acquisition Land by compulsory process under s125 of the *Education Act 1900* (NSW) (**Acquisition Power**).
- C The Minister proposes to exercise its Acquisition Power to compulsorily acquire the Acquisition Land for the Purpose.
- D The Landowners have agreed that the Minister can acquire the Acquisition Land on and subject to the terms set out in this document, which is made in accordance with s30 of the Act.

Operative Provisions

1 Definitions and interpretation

1.1 Defined terms

In this document, words beginning with a capital letter that are defined in Part 1 of **Schedule 1** have the meaning ascribed to them in that schedule.

1.2 Interpretation

The interpretational rules contained in Part 2 of **Schedule 1** apply in the interpretation of this document.

2 Acknowledgements

2.1 Interest in the Land

Both parties acknowledge and agree that the legal and beneficial ownership of the Acquisition Land remains with the Landowners until it is acquired by the Minister in accordance with this document.

2.2 Condition of Acquisition of Land and Warranties by Parties

- (1) The Minister acknowledges and agrees that:
 - (a) it acquires the Acquisition Land from the Landowners:
 - (i) on an “as is, where is” basis; and
 - (ii) in its present state and condition subject to all defects, obligations and liabilities (of whatever nature and however described); and
 - (b) has no Claim against the Landowners in relation to the state or condition of the Acquisition Land or Land, including latent or patent defects.
- (2) The Landowners
 - (a) will not in any manner attempt to dispose of the Acquisition Land or an interest in the Acquisition Land prior to the Acquisition Notice being published by the Minister;
 - (b) warrant to the Minister that they do not know of any third party having or claiming an unregistered interest or estate in the Acquisition Land.

2.3 No Representations

- (1) The Minister acknowledges that:
 - (a) it has not entered into this document as a result of any representation, whether oral or in writing, by the Landowners or anyone on their behalf, other than as is specifically set out in this document; and
 - (b) it has made all such enquires and investigations as it deems appropriate prior to entering into this document (aside from those which are required under this document) and is satisfied with the results of those enquiries.
- (2) The Minister further acknowledges that neither the Landowners, nor any person on their behalf, have made any representation, promise or warranty as to the suitability of the Land for the Purpose.

2.4 The Road

The Minister acknowledges and agrees as follows:

- (1) The Road must be constructed:
 - (a) in accordance with any relevant Approvals;
 - (b) in accordance with any applicable Australian Standards for public roads;
 - (c) in a proper and workmanlike manner complying with current industry practice for public roads; and
 - (d) without causing the Landowners any material inconvenience or nuisance;
 - (e) without depriving or obstructing the Landowners from full and free access to and from the Land; and
 - (f) prior to 31 December 2027 or such further date as agreed to by the parties acting reasonably.

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- (2) The Landowners acknowledge that the Minister will only be constructing the portion of the road as necessary for the operation of the school site.
 - (3) The Road Lot will be dedicated as public road pursuant to the *Roads Act 1993* (NSW) by the Minister to council, promptly after the completion of the construction of the school on the School Lot and the successful opening and operationalisation of the school.
 - (4) During any period between Acquisition and the dedication of the Road Lot as public road pursuant to the *Roads Act 1993* (NSW), the portion of the road being constructed by the Minister will be suitable for the operation of the school only and although available to the general public (including the Landowners) for access to the school site, is not to be used by the Landowners in any manner which would disrupt, limit or impede the operations of the school including but not limited to use for construction activities.

2.5 Approvals

The Landowners:

- (1) consent to the Minister lodging; and
- (2) agree to do all things reasonably and necessarily required by the Minister to authorise the Minister to lodge,

an application(s) for any Approval (including for state significant development) required to proceed with the Purpose under Part 5 of the *Environmental Planning and Assessment Act 1979* (NSW) (including authorisation for the Minister to erect a notice of development proposal without consent on the Acquisition Land).

3 Access for construction

3.1 Licence to access the Licenced Area

- (1) The Landowners grant to the Minister a limited, non-exclusive licence to enter the Licenced Area for the Purpose (**Licence**).
- (2) The Licence:
 - (a) commences on the date of this document; and
 - (b) ends on the earlier of the date:
 - (i) the Purpose has been carried out; and
 - (ii) to the extent that it relates to any Acquisition Land, the Acquisition Date, or on such other date as agreed by the parties in writing,

(**Licence Term**)
- (3) The terms of the Licence are set out in **Schedule 2**.
- (4) For the purpose of clarity:
 - (a) the Licence applies to the Purpose and Licenced Area only; and
 - (b) the Minister must not:
 - (i) undertake any works on;

-
- (ii) erect any structures on; or
 - (iii) access and/or occupy,
any part of the Land, except:
 - (iv) the Licenced Area; and
 - (v) for the Purpose.
- (5) When accessing the Licenced Area pursuant to the Licence, the Minister must:
- (a) only do so at reasonable times;
 - (b) only do so for so long as is reasonably necessary to carry out the Purpose;
 - (c) only do so in a manner coordinated with the Landowner to mitigate against any interference with the Landowners' use of the Land (including for any future development by the Landowner) and to allow the continued use of the Licenced Area by the Landowner and/or its lessee;
 - (d) not interfere with or injure any livestock on the Land;
 - (e) other than as permitted under this document, cause as little damage or disruption to the Land, or any surrounding land;
 - (f) other than with respect to any improvements to the Licensed Area made by the Minister under this document, restore the Land (including the Licensed Area) as far as reasonably practicable to the condition it was in at the date of this document;
 - (g) not cause any nuisance, annoyance or disturbance to other persons, including adjoining landholders or do anything that may be hazardous or cause danger to any person in relation to the conduct of any works; and
 - (h) have temporary fences (which are sufficient, safe and appropriate for holding livestock) erected along all perimeters between the Land and the Licensed Area during the Licence Term, at the Ministers' cost, and in consultation with the Landowners, also ensuring that the Landowners' own access to public roads is not impeded.
- (6) The Minister acknowledges that the Landowners make no representation as to the state and condition of the Licensed Area, or its suitability for the use of the Licensed Area by the Minister.
- (7) If improvements are required to the Licensed Area to allow it to be used by the Minister in accordance with this document, then the Minister must undertake any such improvements at its cost.
- (8) The Minister will obtain and provide to the Landowners a dilapidation report with respect to the Licensed Area prior to any use of the Licensed Area in accordance with this document.

3.2 Land tax

- (1) The Minister acknowledges and agrees that the Land is presently exempt from the payment of land tax on the basis of an exemption from primary production.

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- (2) If that exemption is lost on account of the use of the Licenced Area by the Minister under this document, then the Minister indemnifies the Landowners against any land tax incurred as a result of the loss of that exemption.

4 Conditions Precedent to Acquisition

4.1 Flood Study

- (1) The Landowners acknowledges that the Minister will undertake studies to enable it to be informed of the nature and extent of flooding risk in, on, under the surface of, and leaving the Acquisition Land (**Flood Study**).
- (2) Upon execution of this document, the Landowners provides a licence to the Minister (its servants and agents) to access the Land for the purpose of the Flood Study. The Minister (through the Department of Education) will provide one (1) days notice prior to any day it accesses the Land for this purpose.
- (3) The Landowners acknowledges and agrees that if the Minister is not satisfied with the outcome of the Flood Study that it may terminate this document by written notice to that effect to the Landowners.

4.2 Payment of Deposit

Within seven (7) days of the date of this document, the Minister must pay the Deposit to the Landowners in accordance with clause 7 or by another payment method directed by the Landowners.

5 Acquisition of Acquisition Land

5.1 Purpose

The Purpose must be carried out and completed by no later than 31 December 2027.

5.2 Acquisition

- (1) The Minister must complete the Acquisition within the Acquisition Window.
- (2) The parties acknowledge and agree that the terms of this document cover all agreed matters between the parties for the Minister to compulsorily acquire the Acquisition Land within the Acquisition Window in accordance with s30 of the Act.
- (3) Within seven (7) days of the Acquisition Date, the Minister must provide notice in writing to the Landowners that publication of the Acquisition Notice has occurred.

5.3 Registration

Promptly following the Acquisition Date, the Minister must, at its own cost:

- (1) complete and lodge all documents with NSW Land Registry Services necessary to formally record the Minister as the registered proprietor of the Acquisition Land; and
- (2) within seven (7) days of the registration of that documentation, the Minister must provide notice in writing to the Landowners that this registration has occurred.

5.4 Positive Covenant

On and from the date that the Minister has complied with clause 5.3, the parties will work together to carry out all necessary and practical steps to register a Positive Covenant or Easement on the APZ Land on the terms required by the relevant Authority, which must include the following essential terms:

-
- (1) That the Minister is responsible for all costs in connection with the maintenance of the APZ.
 - (2) That at any time when the continued operation of the APZ in any way prohibits, restricts or impacts upon the Landowners' right to carry out future development on the Land, that the Positive Covenant or Easement and, in turn, the APZ will cease to operate.

5.5 Costs

The Minister is responsible for, and must reimburse the Landowners for, all costs arising in connection with this clause 5 including but not limited to:

- (1) the preparation of any surveys and plans;
- (2) the publication of the Acquisition Notice; and
- (3) any registration fees imposed by the NSW Land Registry Services, including in relation to registration of the Positive Covenant.

6 Compensation

6.1 Compensation

The Minister must pay the Compensation to the Landowners (or any balance of the Compensation not already paid to the Landowners) by a payment method directed by the Landowners (and otherwise in accordance with clause 7) within five (5) Business Days after the Acquisition.

6.2 Discharge of obligation to pay Compensation

- (1) The Landowners accept payment of the Compensation amount (as well as its costs under clause 5.5 and 12.1) in full and final satisfaction of any Claim for compensation that the Landowners may, or would, have had under the Act or in respect of the Acquisition had it not entered into this document.
- (2) On and from the date that the Landowners receive the Compensation (as well as its costs under clause 5.5 and 12.1) in accordance with this clause 6, each party releases and indemnifies the other party from and against all Claims which that party now has, at any time had, may have or but for this document, could or might have had, against the other party in connection with the Acquisition (either directly or indirectly), including any Claim under the Act.

7 Payments

All payments required to be made by the Minister under, or in connection with, this document must be made to the Landowners:

- (1) in Australian Dollars;
- (2) without set-off or counterclaim of any kind, however:
 - (a) the Minister may adjust for and the Landowners will be liable for Council rates and charges and water rates up to the date the Acquisition Notice is published in the Gazette;
 - (b) the Minister must adjust in the Landowners' favour, and the Minister will be liable for, Council rates and charges and water rates after the date the Acquisition Notice is published in the Gazette and which have been paid by the Landowners;

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- (c) the Landowners will be liable in full for any land tax imposed on the Acquisition Land without any adjustment; and
 - (d) the Minister may withhold an amount for any mortgage over the Acquisition Land,
- (3) in cleared funds by electronic funds transfer or by way of bank cheque as directed by the Landowners; and
 - (4) to the account or accounts of the Landowners at such bank or banks as the Landowners decide from time to time.

8 Confidentiality

8.1 General non-disclosure

A party (**Recipient**) in receipt of any information which is, or may be reasonably considered to be, confidential in nature (**Confidential Information**) from the other party (**Discloser**) may not disclose that Confidential Information except:

- (1) with the prior written consent of the Discloser; or
- (2) in accordance with the terms of this document.

8.2 Exceptions to non-disclosure

Notwithstanding clause 8.1, the Recipient may disclose Confidential Information:

- (1) where such disclosure is made by the Recipient to those of its professional advisers who have a need to know (and only to the extent each has a need to know) and who are aware and agree that the information must be kept confidential;
- (2) which:
 - (a) at the time of disclosure, is within the public domain or after disclosure comes into the public domain other than by a breach of this document by the Recipient;
 - (b) that party already knew or had, on a non-confidential basis, before receiving the information from the Discloser; or
 - (c) has been independently developed or acquired (on a non-confidential basis) by the Recipient, or
- (3) where such disclosure is required by law or any order of any court, tribunal, authority, regulatory body or the rules of any securities exchange (whether in Australia or elsewhere) to be disclosed and the Recipient ensures that information is disclosed only to the extent required.

8.3 Duration of confidentiality obligations

The obligation of confidentiality set out in this document survives the termination of this document.

9 Dispute Resolution

9.1 Notice of dispute

- (1) If a dispute or lack of certainty between the parties arises in connection with this document or its subject matter (**Dispute**), then either party (**First Party**) must give to the other (**Second Party**) a notice which:
 - (a) is in writing;
 - (b) adequately identifies and provides details of the Dispute;
 - (c) stipulates what the First Party believes will resolve the Dispute; and
 - (d) designates its representative (**Representative**) to negotiate the Dispute, (**Dispute Notice**).
- (2) The Second Party must, within five (5) Business Days of service of the Dispute Notice, provide a notice to the First Party designating as its representative a person to negotiate the Dispute (the representatives designated by the parties being together, the **Representatives**).

9.2 Negotiation

- (1) Any Dispute must, as a condition precedent to the commencement of litigation, first be referred to the Representatives. The Representatives must endeavour to resolve the Dispute within twenty (20) business days of the date a notice under clause 9.1 is served.
- (2) The parties must, at all times, make diligent and good faith efforts to resolve all Disputes in accordance with this clause 9.

9.3 Other courses of action

- (1) If the Dispute is not resolved in accordance with clause 9.2, then the Dispute must be submitted to mediation by a mediator selected:
 - (a) by the parties; or
 - (b) if the parties cannot agree on a mediator, by the President of the Australian Commercial Disputes Centre.
- (2) Any costs incurred in the mediation of the Dispute are to be borne equally by the parties.

9.4 Exclusivity of dispute resolution procedure

- (1) Both parties must adhere to the dispute resolution procedure set out in this document.
- (2) The only time that either party may depart from the dispute resolution procedure set out in this clause 9 is when urgent interlocutory relief is required to restrain a breach or threatened breach of this document.

10 Termination

10.1 Termination

This document terminates on the date that a party gives written notice of termination to the other party after the Acquisition Sunset Date.

10.2 Consequence of Termination

- (1) If this document is terminated, then:
 - (a) the Minister must:
 - (i) if termination occurs prior to the Acquisition, restore the Land to its original state if it has exercised any right to access and/or use the Land prior to the Acquisition; and
 - (ii) pay or reimburse to the Landowners any and all of its costs incurred under clause 5.5 and 12.1 up until the date of termination to the extent that those costs exceed the value of the Deposit; and
 - (b) subject to paragraph 10.2(a):
 - (i) all future rights and obligations of the parties are discharged; and
 - (ii) all pre-existing rights and obligations of the parties continue to subsist.
- (2) Notwithstanding anything in this document, the parties acknowledge and agree that if this document is terminated in accordance with this clause 10, then the Landowners are entitled to retain the Deposit.

11 Representation and warranties

Each party represents and warrants to the other as follows:

- (1) It is able to fully comply with its obligations under this document.
- (2) It has full power and capacity to enter into and perform its obligations under this document.
- (3) It has taken all necessary action to authorise the execution, delivery and performance of this document in accordance with its terms.
- (4) This document constitutes legal, valid and binding obligations and is enforceable in accordance with its terms.

12 Miscellaneous

12.1 Legal costs

The Minister is responsible for, and must reimburse the Landowners for, all reasonable legal costs and disbursements incurred by the Landowners in connection with the negotiation, preparation and execution of this document.

12.2 Taxes

The Minister is responsible for any duties (including transfer duty) and taxes in connection with this document.

12.3 Assignment

Neither party may assign its rights pursuant to this document without the other party's consent.

12.4 Relationship between the parties

- (1) For the purposes of this clause 12.4, **Proscribed Relationship** means any of the following relationships:
 - (a) principal and independent contractor;
 - (b) joint venturers;
 - (c) partners;
 - (d) trustee and beneficiary; or
 - (e) employer and employee.
- (2) No term of this document is to be construed so as to give rise to a Proscribed Relationship and each party must ensure that they do not conduct themselves so as to hold out, or otherwise represent, that a Proscribed Relationship exists.
- (3) Each party must not:
 - (a) represent, or otherwise foster the understanding, that the relationship between the parties is a Proscribed Relationship; or
 - (b) represent or otherwise hold themselves out as representing or having the ability to bind the other party.

13 GST

13.1 Definitions

Words used in this clause that are defined in the GST Legislation have the meaning given in that legislation.

13.2 Consideration is GST-exclusive

Unless otherwise specified, all amounts payable under this document are exclusive of GST and must be calculated without regard to GST.

13.3 GST payable on taxable supply

- (1) If a supply made under this document is a taxable supply, the recipient of that taxable supply (**Recipient**) must, in addition to any other consideration, pay to the party making the taxable supply (**Supplier**) the amount of GST in respect of the supply.
- (2) The Recipient will only be required to pay an amount of GST to the Supplier if and when the Supplier provides a valid tax invoice to the Recipient in respect of the taxable supply, unless clause 13.3(3) applies.
- (3) Where it is not practicable for the Supplier to provide a valid tax invoice and the Commissioner for Taxation has authorised the use of recipient created tax invoices, the Recipient must:
 - (a) provide a valid tax invoice to the Recipient; and
 - (b) pay an amount of GST upon receipt of the recipient created tax invoice.

-
- (4) The amount of a party's entitlement under this document to recovery or compensation for any of its costs, expenses or liabilities is reduced by the input tax credits to which that party is entitled in respect of those costs, expenses or liabilities
 - (5) The Parties have relied upon the Ruling, GSTR 2006/9 Goods and services tax: supplies issued by the Australian Taxation Office in forming the view that there is no GST payable for the acquisition of the Acquisition Land by the Minister.

14 General provisions

14.1 Notices

- (1) Unless otherwise expressly stated elsewhere in this document, any notice, consent or other communication under this document must be in writing and signed by or on behalf of the person giving it, addressed to the person to whom it is to be given and:
 - (a) delivered by hand to that person's address;
 - (b) sent by pre-paid mail to that person's address; or
 - (c) transmitted by electronic mail to that person's then current e-mail address.
- (2) A notice given to a person in accordance with paragraph (1) is treated as having been given and received:
 - (a) if delivered by hand to a person's address, on the day of delivery if a Business Day, otherwise on the next Business Day;
 - (b) if sent by pre-paid mail, on the third Business Day after posting and if posted to an address outside of Australia, on the tenth Business Day after posting; and
 - (c) if transmitted by electronic mail to a person's address, on the day of transmission if a Business Day, otherwise on the next Business Day unless the sender receives an automated message that the email has not been delivered (other than an 'out of office' or similar greeting).
- (3) For the purpose of this clause the address of a person is the address set out in this document or another address of which that person may from time to time give notice to each other party.

14.2 Entire Agreement

This document is the entire agreement of the parties on the subject matter. All representations, communications and prior agreements in relation to the subject matter are merged in and superseded by this document.

14.3 Waiver

The non-exercise of or delay in exercising any power or right of a party does not operate as a waiver of that power or right, nor does any single exercise of a power or right preclude any other or further exercise of it or the exercise of any other power or right. A power or right may only be waived in writing, signed by the parties to be bound by the waiver.

14.4 Cooperation

Each party must sign, execute and deliver all documents, deeds, instruments and act reasonably and effectively to carry out and give full effect to this document and the rights and obligations of the parties under it.

14.5 Counterparts

This document may be executed in any number of counterparts and all of those counterparts taken together constitute one and the same instrument. A party who has executed a counterpart of this document may exchange it with another party by emailing a pdf (portable document format) copy of, the executed counterpart to that other party, and if requested by that other party, will promptly deliver the original by hand or post. Failure to make that delivery will not affect the validity and enforceability of this document.

14.6 Electronic execution

- (1) In this clause, **electronic signature** means a digital signature or a visual representation of a person's handwritten signature or mark which is placed on a physical or electronic copy of this document by electronic or mechanical means, and **electronically signed** has a corresponding meaning.
- (2) Each party consents to this document being signed by or on behalf of a party by an electronic signature, including via DocuSign or any other similar application or platform.
- (3) Where this document is electronically signed by or on behalf of a party, the party warrants and agrees that the electronic signature has been used to identify the person signing and to indicate that the party intends to be bound by the electronic signature.
- (4) Each party confirms that:
 - (a) any electronic copy of this signed document will constitute an executed original counterpart;
 - (b) any print-out of the electronic copy with the relevant signatures appearing will constitute an executed original counterpart; and
 - (c) it cannot challenge the validity of this document by virtue only of the fact that it has been electronically signed by or on behalf of any party.

14.7 Amendment

This document may only be amended or supplemented in writing signed by the parties.

14.8 Unenforceability

Any provision of this document which is invalid or unenforceable in any jurisdiction is to be read down for the purposes of that jurisdiction, if possible, so as to be valid or enforceable, and is otherwise capable of being severed to the extent of the invalidity or enforceability, without affecting the remaining provisions of this document or affecting the validity or enforceability of that provision in any other jurisdiction.

14.9 Power of Attorney

Each attorney who executes this document on behalf of a party declares that the attorney:

- (1) has the authority to do so under the power of attorney; and
- (2) has no notice of:
 - (a) the revocation or suspension of the power of attorney by the grantor; or
 - (b) the death or insolvency of the grantor.

14.10 Governing law

The law in force in the State of New South Wales, Australia governs this document. The parties:

- (1) submit to the exclusive jurisdiction of that State and any courts that may hear appeal from those courts in respect of any proceedings in connection with this document; and
 - (2) may not seek to have any proceedings removed from the jurisdiction of that State on the grounds of *forum non conveniens*.
-

Schedule 1 – Defined Terms and Interpretation

Part 1 – Definitions

Act	means the <i>Land Acquisition (Just Terms Compensation) Act 1991</i> (NSW).
Acquisition	means the compulsory acquisition of the Acquisition Land pursuant to section 30 of the Act.
Acquisition Date	means the date of publication of the Acquisition Notice by the Minister in relation to Acquisition.
Acquisition Land	means the School Lot and the Road Lot.
Acquisition Notice	means the notice in respect of the Acquisition published in the NSW Government Gazette in accordance with section 19(1) of the Act.
Acquisition Sunset Date	means 30 May 2025.
Acquisition Window	means the period: (1) commencing on and from the date that the obligations in clause 3 are satisfied; and (2) ending on the Acquisition Sunset Date.
Approvals	means any approvals (including consent to any development application) that any Authority requires the Minister to obtain to undertake the Purpose.
APZ Land	means the Land indicated on the Plan under ' <i>ATPS – School Site – Buffer Zone – Lot 1 Only</i> ' as 'A', hatched in blue and comprising 88,457 square metres of Land.
Assign	means as the context requires refers to any assignment, sale, transfer, disposition, declaration of trust over or other assignment of a legal and/or beneficial interest.
Authority	means (as appropriate) any: (1) federal, state or local government; (2) department of any federal, state or local government; (3) any court or administrative tribunal; or statutory corporation or regulatory body.
Business Days	means a day that is not a Saturday, a Sunday or a public holiday or bank holiday in the place concerned.
Claim	means against any person any allegation, action, claim, demand, cause of action, suit, proceeding, judgement, debt, damage, loss, cost, expense or liability howsoever arising and whether present or future, fixed or unascertained, actual or contingent whether at law, in equity, under statute, in tort or otherwise.

Compensation	means \$90 per square metre of Land (exclusive of GST) comprising the Acquisition Land (which amounts to \$3,356,154 (exclusive of GST) as at the date of this document).
Deposit	means \$30,000.00.
Encumbrance	<p>means an interest or power:</p> <ol style="list-style-type: none"> (1) reserved in or over an interest in any asset; (2) arising under, or with respect to, a Bio-Banking Agreement; (3) created or otherwise arising in or over any interest in any asset under any mortgage, charge (whether fixed or floating), pledge, lien, hypothecation, title retention, conditional sale agreement, hire or hire purchase agreement, option, restriction as to transfer, use or possession, easement, covenant, lease, subordination to any right of any other person and any other encumbrance or security interest, trust or bill of sale; or (4) by way of security for the payment of a debt or other monetary obligation or the performance of any obligation. <p>Encumber means to grant an Encumbrance.</p>
Flood Study	has the meaning ascribed to it in clause 4.1.
GST Legislation	means <i>A New Tax System (Goods and Services Tax) Act 1999</i> (Cth) and any other Act or regulation relating to the imposition or administration of the GST.
Land	means Lot 27 in DP1243505.
Licensed Area	means that part of the Land so described on the plan attached at Annexure 3 .
Plan	means the plan attached at Annexure 1 .
Positive Easement Covenant or	<p>means a positive covenant or easement:</p> <ol style="list-style-type: none"> (1) on terms similar to those indicated in the document attached at Annexure 2; and (2) affecting the APZ Land.
Purpose	means the construction of a school and Road on the Acquisition Land and commencement of school operations.
Road	means the built form of the road to be constructed on the Road Lot (whether or not the Road is dedicated as public road within the meaning of the <i>Roads Act 1993</i> (NSW)).

Road Lot	means the Land identified in the Plan as ' <i>proposed road reserve</i> ', bordered in blue and comprising 6,966 square metres of Land.
School Lot	means the Land identified in the Plan as ' <i>proposed school site</i> ', bordered in red and comprising 30,324 square metres of Land.

Part 2 - Interpretational Rules

clauses, annexures and schedules	a clause, annexure or schedule is a reference to a clause in or annexure or schedule to this document.
reference to statutes	a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them.
singular includes plural	the singular includes the plural and vice versa.
person	the word "person" includes an individual, a firm, a body corporate, a partnership, joint venture, an unincorporated body or association or any government agency.
executors, administrators, successors	a particular person includes a reference to the person's executors, administrators, successors, substitutes (including persons taking by novation) and assigns.
dollars	Australian dollars, dollars, \$ or A\$ is a reference to the lawful currency of Australia.
calculation of time	if a period of time dates from a given day or the day of an act or event, it is to be calculated exclusive of that day.
reference to a day	a day is to be interpreted as the period of time commencing at midnight and ending 24 hours later.
accounting terms	an accounting term is a reference to that term as it is used in accounting standards under the Corporations Act or, if not inconsistent with those standards, in accounting principles and practices generally accepted in Australia.
reference to a group of persons	a group of persons or things is a reference to any two or more of them jointly and to each of them individually.
meaning not limited	the words "include", "including", "for example" or "such as" are not used as, nor are they to be interpreted as, words of limitation, and, when introducing an example, do not limit the meaning of the words to which the example relates to that example or examples of a similar kind.
next day	if an act under this document to be done by a party on or by a given day is done after 4.30pm on that day, it is taken to be done on the next day.
next Business Day	if an event must occur on a stipulated day which is not a Business Day then the stipulated day will be taken to be the next Business Day.
time of day	time is a reference to Sydney time.

headings	headings (including those in brackets at the beginning of paragraphs) are for convenience only and do not affect the interpretation of this document.
agreement	a reference to any agreement, document or instrument includes the same as varied, supplemented, novated or replaced from time to time.
Gender	a reference to one gender extends and applies to the other and neuter gender.

Schedule 2 – Terms of Licence

1 Definitions

- (1) In this schedule, words beginning with a capital letter that are defined in **Schedule 1** of this deed have the meaning ascribed to them in that schedule.
- (2) For the purpose of this **Schedule 2**:
 - (a) **the Land** means the land being accessed in accordance with this licence;
 - (b) **the Licensor** means the party that owns the land being accessed under this licence;
 - (c) **the Licensee** means the other party; and
 - (d) **WHS Legislation** means all WHS laws in force from time to time, which, at the date of this deed include the *Work Health and Safety Act 2011* (NSW) and *Work Health and Safety Regulation 2017* (NSW).

2 License

2.1 Personal rights

- (1) The Licence is personal to the Licensee.
- (2) The Licensee may not encumber, assign or transfer (either directly or indirectly) the Licence without the prior written consent of the Licensor.
- (3) The Licensor may refuse the granting of consent under paragraph (2) without reason and at its absolute discretion.

2.2 Leasehold interest

- (1) This deed does not grant to the Licensee a leasehold interest in the Land. The parties agree that:
 - (a) subject to any contrary terms of this deed, this licence does not confer exclusive possession of the Land on the Licensee; and
 - (b) the Licensee may not exclude the Licensor, its officers, employees and invitees from:
 - (i) entry onto the Land; and/or
 - (ii) the performance of any works on the Land;provided that such entry onto and/or performance of work on the Land does not unreasonably interfere with the Purpose or result in any health and safety issues or hazards; and
 - (c) the Licensee does not have any right to quiet enjoyment of the Land; and
 - (d) the Licensee will not at any time seek to enforce an interest in the Land in competition with the interest held by the Licensee.

3 Compliance with authorities

3.1 No warranty as to suitable for use

The Licensee acknowledges and agrees that the Licensor has not made any representation or warranty to the Licensee regarding the suitability of the Land for the Purpose.

3.2 Compliance with the terms of consents

In the conduct of the Purpose and compliance with its obligations under this deed, the Licensee must comply with the requirements of all Authorities.

3.3 Compliance with direction from authorities

The Licensee must comply with all notices, directions, orders or other requests served upon itself or the Licensor and which arise from the conduct of the Purpose on the Land by the Licensee.

3.4 Obtaining further consents

- (1) If the Licensee requires further consents to conduct the Purpose it must:
 - (a) make such applications itself; and
 - (b) bear all costs incurred by it in relation to obtaining the relevant consent.
- (2) The Licensor agrees that it will, where required, provide all reasonable assistance and promptly sign all authorities reasonably required by the Licensee to make any application for consent to any Authority.

4 Limitation of Licensor's liability

4.1 Insurances

- (1) The Licensee must effect and keep current and in force the following policies of insurance:
 - (a) a Broadform Public Liability Insurance policy with a reputable insurance company approved by the Licensor in respect of any liability for:
 - (i) personal injury or death of any person; and
 - (ii) loss of or damage to property,
 - (b) workers compensation insurance under the *Workers Compensation Act 1987* (NSW) covering all persons employed or deemed to be employed by the Licensee in connection with the conduct of the Purpose;
 - (c) a comprehensive policy of motor vehicle insurance or an unlimited third party property insurance policy in respect of all motor vehicles used in the conduct of the Purpose; and
 - (d) a contractor's risk policy of insurance in respect of all plant and equipment (including unregistered motor vehicles) used in the conduct of the Purpose,

(Insurance Policies).
- (2) The policies referred to in paragraphs (1)(a), (1)(c) and (1)(d) must note the interest of the Licensor as principal.

-
- (3) Each of the Insurance Policies must be on terms approved in writing by the Licensor (acting reasonably).

4.2 Inspection of insurance

- (1) The Licensee must produce at the renewal of each policy a certificate of currency issued by the insurer establishing that the policy is valid.
- (2) The Licensor may carry out random audits to verify insurances held by the Licensee. The Licensee will assist in any audit and provide evidence of the terms and currency of the insurance policies whenever requested by the Licensor.

4.3 Cancellation of insurance

If any policy is cancelled either by the Licensee or the insurer the Licensee must notify the Licensor immediately.

4.4 Risk

The Licensee accesses, uses and occupies the Land at its own risk, and must make good any damage occasioned to the Land, including any Claim that the Licensor has in that regard, arising out of the Licensee's access, use and occupation of the Land.

4.5 Indemnity

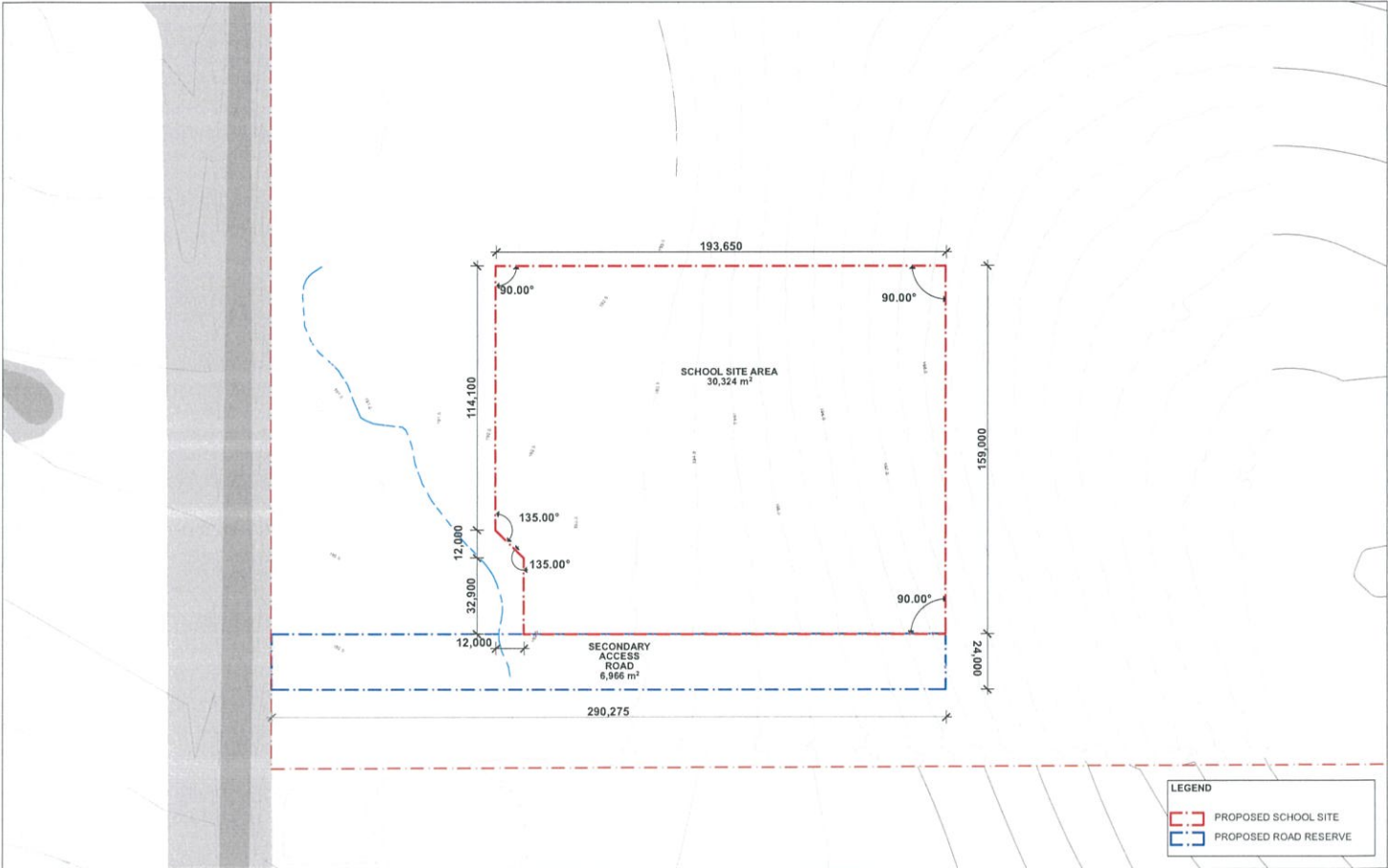
The Licensee fully indemnifies the Licensor against any Claim (of whatever nature) suffered or incurred by the Licensor arising out of or in connection with the Licensee's use, access and occupation of the Land but only to the extent that any such Claim does not arise as the result of the negligent acts or omissions of the Licensor.

4.6 Compliance

The Licensee must comply with all applicable laws, including the WHS Legislation, when carrying out the Purpose.

Annexure 1 - Plan of Acquisition Land

ATPS - INDICATIVE SCHOOL SITE



SCHOOL & UPS SITE AREA
BENNETT AND TRIMBLE

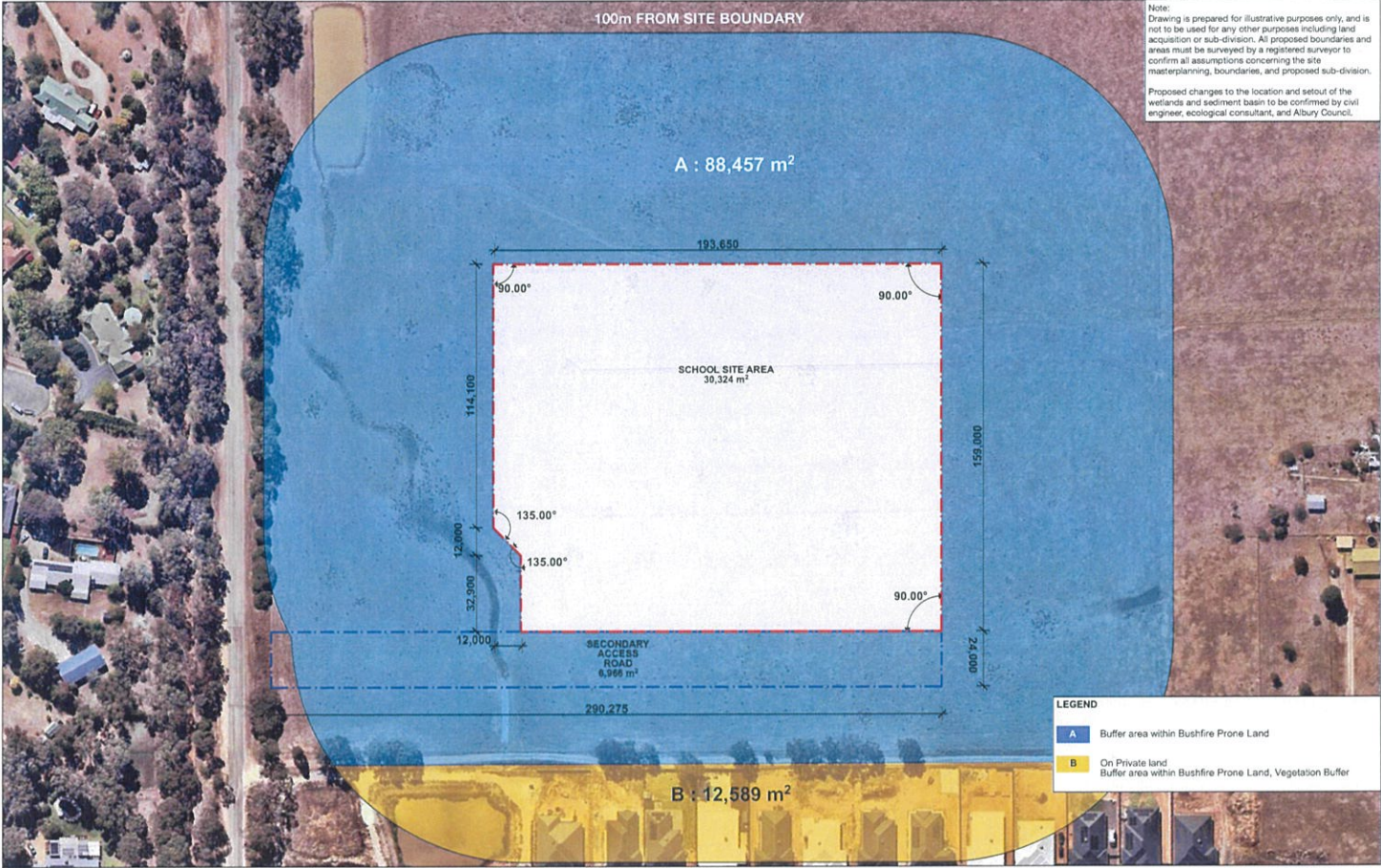
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20/1/2025 |

NEW ALBURY (THURGOONA) PRIMARY SCHOOL

Pe 17/12/25

ATPS - SCHOOL SITE - BUFFER ZONE - LOT 1 ONLY



PC 17/2/25

Annexure 2 – Terms of Covenant (APZ)

APZ RESTRICTION AND EASEMENT

1 Restriction on the Use of Land for APZ

- (1) For the purposes of this Restriction on the Use of Land the Asset Protection Zone means the area of the lot burdened marked "A" on the plan which is deemed as an "Asset Protection Zone" as that term is defined in Appendix 4 of the NSW Rural Fire Service *'Planning for Bushfire Protection - A guide for councils, planners, fire authorities and developers'* dated 2019 (as amended and updated).
- (2) No landscaping, construction, work or development (as defined in the *Environmental Planning and Assessment Act 1979* (NSW)) is to be placed within the Asset Protection Zone unless the landscaping, construction, works or development takes the form of and is maintained in the form of "Inner Protection Area" as defined in Appendix 4 of the NSW Rural Fire Service *'Planning for Bushfire Protection - A guide for councils, planners, fire authorities and developers'* dated 2019 (as amended and updated).
- (3) The Restriction may be released, varied or modified upon:
 - (a) the lawful commencement of any future proposed development on the adjoining land, but only if the bushfire hazard is removed as part of the proposal, or
 - (b) re-assessment of the bushfire hazard by NSW Rural Fire Service.
- (4) The owner of the lot benefitted must maintain the Asset Protection Zone at its own cost.

NAME OF AUTHORITY whose consent is required to release, vary or modify the restriction in the plan - Minister for Education & Early Learning

2 Easement for APZ

- (1) For the purposes of this Easement, **Asset Protection Zone** means the area of the lot burdened marked "A" on the plan which is deemed as an "Asset Protection Zone" as that term is defined in Appendix 4 of the NSW Rural Fire Service *'Planning for Bushfire Protection - A guide for councils, planners, fire authorities and developers'* dated 2019 (as amended and updated).
- (2) The owner of the lot benefitted may:
 - (a) by any reasonable means pass across the lot burdened for the sole purpose of maintaining the Asset Protection Zone, but only within the site of this easement, to get to or from the lot benefitted; and
 - (b) do anything reasonably necessary for that purpose, including:
 - (i) entering the lot burdened;
 - (ii) taking anything on to the lot burdened; and
 - (iii) carrying out work within the site of this easement, such as constructing, placing, repairing or maintaining trafficable surfaces, driveways or structures.
- (3) In exercising those powers, the owner of the lot benefitted must:
 - (a) ensure all work is done properly;

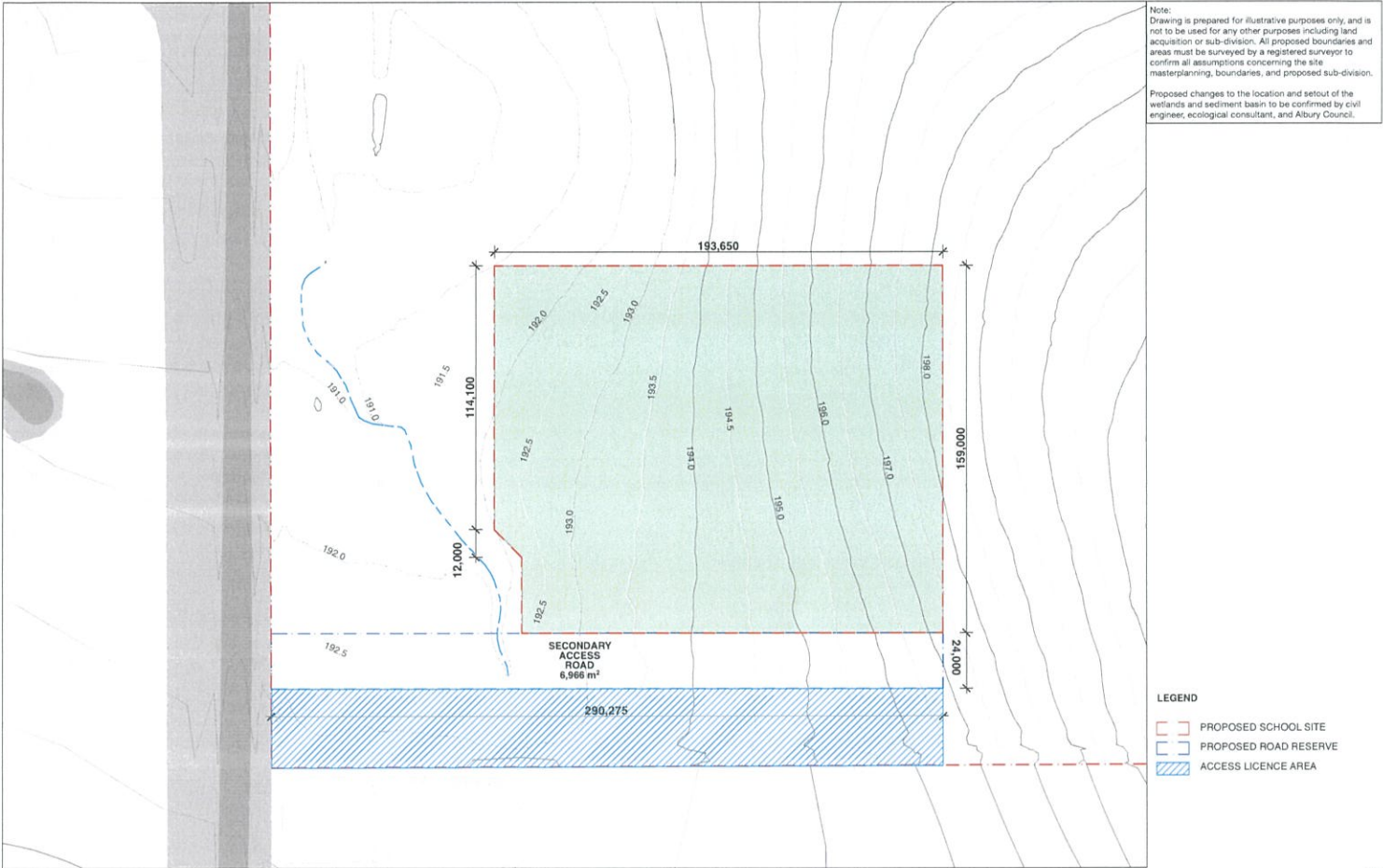
-
- (b) cause as little inconvenience as is practicable to the owner and any occupier of the lot burdened;
 - (c) cause as little damage as is practicable to the lot burdened and any improvement on it;
 - (d) restore the lot burdened as nearly as is practicable to its former condition; and
 - (e) make good any collateral damage.

NAME OF AUTHORITY whose consent is required to release, vary or modify the easement in the plan - Minister for Education & Early Learning

PC 17/2/25

Annexure 3 – Plan of Licenced Area

ATPS - ACCESS LICENSE AREA



ALBURY THURGOONA NEW PUBLIC SCHOOL AND NEW PUBLIC PRESCHOOL

PC 17/2/25

Execution page

Executed as a deed

Dated:

6th Feb 2025

Signed, sealed and delivered by Minister for Education and Early Learning by its duly authorised officer pursuant to delegation in the presence of:

Witness (Signature)

Authorised Officer (Signature)

Name of Witness (Print Name)

Name of Authorised Officer (Print Name)

Signed, sealed and delivered by Lawrence Chi Chung Yeung in the presence of:

Witness (Signature)

Lawrence Chi Chung Yeung (Signature)

SUSAN BENJAMIN

Name of Witness (Print Name)

Signed, sealed and delivered by Sally Alice Yeung in the presence of:

Witness (Signature)

Sally Alice Yeung (Signature)

SUSAN BENJAMIN

Name of Witness (Print Name)

Attachment 2

**Albury Thurgoona New Primary School
and New Public School Architectural
Plans**



ghd.com

→ **The Power of Commitment**