



ELECTRICITY SUPPLY INDUSTRY ACT 1995

**ELECTRICITY SUPPLY INDUSTRY
GENERATION LICENCE**

issued to

UPC Robbins Island Pty Ltd

ACN 618 734 277

Effective Date

5 October 2018

Tasmanian Electricity Generation Licence

1 Grant of Licence

- 1.1 The **Regulator**, in exercise of the powers conferred by section 19 of the **Act**, authorises the **Licensee** to undertake the **generation** of electricity at the **generating plant**.
- 1.2 The **Regulator** issues this licence accepting that technical and other information supplied by the **Licensee** in support of its application for this licence, and otherwise as required by this licence, is true and correct, the **Licensee** having made full and diligent inquiry in that regard.

2 Definitions and Interpretation

- 2.1 In this licence, words and phrases appearing italicised in bold type:
 - 2.1.1 which are defined in the **Act**, have the same meaning when used in this licence; and
 - 2.1.2 which are not defined in the **Act**, have the meaning ascribed to them in Part 1 of Schedule 2.
- 2.2 This licence must be interpreted in accordance with Part 2 of Schedule 2.

3 Compliance with Laws and Other Requirements

- 3.1 The **Licensee** must comply with the **Act**, the **Code** and **guidelines**.
- 3.2 The **Licensee** must comply with the **National Electricity Rules**. In the event that the **National Electricity Rules** are inconsistent with the **Code**, then the **National Electricity Rules** prevail to the extent of such inconsistency.
- 3.3 For the avoidance of doubt, the **statutory licence conditions** are deemed to form part of this licence and the **Licensee** must comply with the **statutory licence conditions**.

- 3.4 The **Licensee** must use best endeavours to ensure that each contractor engaged by it complies with the terms and conditions of this licence, to the extent that such terms and conditions are relevant to that contractor.

4 Term of Licence

Subject to this licence and the **Act**, this licence takes effect on and from 5 October 2018 for a period of ten (10) years.

5 Payment of Fees and Charges

The **Licensee** must pay to the **Regulator** fees and charges in accordance with clause 2.4.2 of the **Code**.

6 Communications

- 6.1 A **communication** must be in **writing**.
- 6.2 A **communication** is to be regarded as having been given by the sender and received by the addressee:
- 6.2.1 when delivered in person to the addressee;
 - 6.2.2 where sent by post, on the 4th **business day** after the date of posting, if the **communication** is posted within Australia;
 - 6.2.3 where sent by post, on the 7th **business day** after the date of posting, if the **communication** is posted outside Australia; or
 - 6.2.4 when, according to the sender's transmission report, received by facsimile transmission by the addressee.

7 Provision of Information

- 7.1 The **Licensee** must provide to the **Regulator**, in the manner and form advised by the **Regulator**, such information as the **Regulator** may from time to time require and which is, in the opinion of the **Regulator**, relevant to the **Regulator's** functions under the **Act**, the **Code**, the **National Electricity Rules** and **guidelines**.

- 7.2 If the **Licensee** becomes aware of any material breach of, the **Act**, the **Code**, the **National Electricity Rules, guidelines** or this licence, the **Licensee** must notify the **Regulator** of the breach as soon as practicable and provide such information as the **Regulator** requires in relation to the breach.

8 Advice to the Regulator

The **Licensee** must report to the **Regulator** as soon as possible the occurrence of any of the following circumstances:

- 8.1 the **Licensee** is put under external administration as defined in the *Corporations Act 2001* (Cwth); and
- 8.2 the **Licensee's** circumstances change such that the **Licensee's** ability to meet its obligations under the **Act**, the **Code**, the **National Electricity Rules, guidelines** or this licence may be materially affected.

9 Management and Operating Contracts

- 9.1 The **Licensee** must advise the **Regulator** of the entering into, by the **Licensee**, of any contract under the terms of which another person assumes, or will assume, operational responsibility for carrying out any substantive part of the operations authorised by this licence.
- 9.2 The **Licensee** must submit to the **Regulator** not less than 14 days prior to the commencement of any contract referred to in clause 9.1:
- 9.2.1 the identity and contact details of the other person;
- 9.2.2 details of the nature of the operations that the other person will assume responsibility for carrying out; and
- 9.2.3 details of the relevant qualifications and experience of the other person to undertake the specified operations.

10 Connection Agreement

The *Licensee* must not allow its *generating plant* to be, or to remain, connected to the *Tasmanian network* at a time when no *connection agreement* subsists.

11 Management Plans and Compliance Plan

11.1 The *Licensee* must develop and submit to the *Regulator*, in accordance with the *Code*, *management plans*.

11.2 The *Licensee* must develop and submit to the *Regulator*, in accordance with the *Code*, a *compliance plan*.

12 Emergency Management

The *Licensee* must develop, implement and maintain an emergency management plan.

13 Compliance Officer

13.1 The *Licensee* must appoint a *compliance officer* and advise the *Regulator* of the identity of the *compliance officer* within 10 *business days* of the appointment.

13.2 The *Licensee* must report to the *Regulator* any change of the *Licensee's compliance officer* within 10 *business days* of that change.

Schedule 1 - Description of Generating Facilities

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| Generator type: | Up to one hundred and eighty-six wind turbine generators |
| Location: | Robbins Island in Tasmania (to be known as the Robbins Island Renewable Energy Park). Certificate of Title reference volume 110402, folio 1 |
| Capacity: | Up to 1000 MW |
| Network Voltage: | Individual wind turbine output 33 kV - 66 kV |
| Frequency: | 50 Hertz |
| Contribution to the power system: | Up to 1000 MW (3,900 GWh) |
| Connection: | 220 kV connection to TasNetworks System at Sheffield Substation |

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| Generator type: | Up to thirty-two wind turbine generators |
| Location: | Little Marcus Road, West Montagu in Tasmania (to be known as the Jim's Plain Renewable Energy Park). Certificate of Title references: volume 142621, folio 1; volume 124651, folio 19; volume 156356, folio 1; volume 126961, folio 12; and volume 124651, folios 11, 13, and 14 |
| Capacity: | Up to 160 MW |
| Voltage: | Individual wind turbine output 33 kV - 66 kV |
| Frequency: | 50 Hertz |
| Contribution to the power system: | Up to 160 MW (565 GWh) |
| Connection: | 220 kV connecting to TasNetworks System at Sheffield Substation |

Schedule 2 – Part 1

Definitions

“Act” means the *Electricity Supply Industry Act 1995* (Tasmania);

“business day” means any day except a Saturday, Sunday, statutory holiday as defined in the *Statutory Holidays Act 2000* or public holiday;

“communication” means a notice, agreement, consent, direction, representation, advice or statement required or given pursuant to or in connection with this licence;

“compliance officer” means the person responsible for regulatory compliance and may include a director;

“compliance plan” has the same meaning as in the **Code**;

“connection agreement” has the same meaning as in the **Code**;

“generating plant” means the generating facility described in Schedule 1 as amended from time to time;

“guideline” means a written statement of regulatory intent or policy for the information and guidance of **licensees**, issued by the **Regulator**, or by any other relevant person determined and advised to **licensees** by the **Regulator**;

“Licensee” means UPC Robbins Island Pty Ltd (ACN 618 734 277);

“licensees” means the holder of a licence under the **Act**;

“management plan” has the same meaning as in the **Code** and for the purpose of this licence, the relevant schedule is Schedule 3 of this licence;

“statutory licence conditions” means the licence conditions referred to in the **Act** and applicable to this licence;

“Tasmanian network” has the same meaning as in the **Code**;

“writing” includes any mode of representing or reproducing words, figures, drawings and symbols in a visible form.

Schedule 2 - Part 2

Interpretation

In this licence, unless the context otherwise requires:

- 2.1 headings are for convenience only and do not affect the interpretation of this licence;
- 2.2 words importing the singular include the plural and vice versa;
- 2.3 words importing a gender include any gender;
- 2.4 an expression importing a natural person includes any company, partnership, trust, joint venture, association, corporation or other body corporate and any governmental agency;
- 2.5 a reference to a condition, clause, schedule or part is to a condition, clause, schedule or part of this licence;
- 2.6 a reference to terms of an offer or agreement is to all terms, conditions and provisions of the offer or agreement;
- 2.7 a reference to any statute, regulation, proclamation, order in council, ordinance or by-law includes all statutes, regulations, proclamations, orders in council, ordinances or by-laws varying, consolidating, re-enacting, extending or replacing them and a reference to a statute includes all regulations, proclamations, orders in council, ordinances, by-laws and determinations issued under that statute;
- 2.8 a reference to a document or a provision of a document includes an amendment or supplement to, or replacement or novation of, that document or that provision of that document;
- 2.9 a reference to a person includes that person's executors, administrators, successors, substitutes (including, without limitation, persons taking by novation) and permitted assigns;
- 2.10 when italicised, other parts of speech and grammatical forms of a word or phrase defined in this licence or in the **Act**, have a corresponding meaning;
- 2.11 a period of time:

- 2.11.1 which dates from a given day or the day of an act or event is to be calculated exclusive of that day; or
- 2.11.2 which commences on a given day or the day of an act or event is to be calculated inclusive of that day;
- 2.12 an event which is required under this licence to occur on or by a stipulated day which is not a **business day** may occur on or by the next **business day**;
- 2.13 in the event of any inconsistency between the conditions of this licence and the **Act**, the **Act** will prevail to the extent of such inconsistency; and
- 2.14. in the event of any inconsistency between the conditions of this licence and the schedules, the conditions of this licence prevail to the extent of such inconsistency.

Schedule 3 - Management Plans

The aspects of the **Licensee's** operations that shall be the subject of **management plans** are:

1. asset management of the **Licensee's generating plant**, including reliability and performance of the **Licensee's generating plant**, and
2. emergency management as provided for in clause 12.