

SNOWY WATER LICENCE

Issued 30 May 2002

**ISSUED UNDER PART 5 OF THE *SNOWY HYDRO CORPORATISATION ACT 1997*
(NSW)**

CONFORMED EXECUTION VERSION

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TABLE OF CONTENTS

1.	DEFINITIONS AND INTERPRETATION	1
1.1	Definitions	1
1.2	Interpretation.....	8
2.	COMMENCEMENT AND EXPIRATION	9
2.1	Commencement Date	9
2.2	Expiration	9
3.	PURPOSE OF THIS LICENCE	9
3.1	Purpose	9
3.2	Licence Not to be Taken to Limit the Licensee.....	9
4.	ADMINISTRATION AND VARIATION OF THIS LICENCE	10
4.1	Acknowledgement	10
4.2	Administration and Variation of this Licence.....	10
5.	PROVISIONS TO ADDRESS THE REALITIES OF WATER OPERATIONS.....	10
5.1	Acknowledgement	10
5.2	Release Requirements	10
6.	OUTLET AT TANTANGARA DAM AND SNOWY MONTANE RIVERS WORKS.....	11
6.1	Outlet at Tantangara Dam and Snowy Montane Rivers Works	11
7.	LICENSEE’S WATER RIGHTS.....	12
7.1	Licensee’s Water Rights.....	12
7.2	Local Water Extraction and Riparian Rights	12
7.3	Release of Water Collected by the Licensee	12
7.4	Licensee May Release as it Sees Fit.....	12
7.5	Licensee Not to Act as Supplier of Water	13
7.6	Minimising Snowy Notional Spills.....	13
8.	ANNUAL WATER OPERATING PLANS.....	13
8.1	Licensee to Prepare and Comply with Annual Water Operating Plans.....	13
8.2	Purpose of Annual Water Operating Plans	13
8.3	Contents of Annual Water Operating Plan.....	13
8.4	Licensee to Submit Draft Annual Water Operating Plan to Water Consultation and Liaison Committee	14
8.5	No Dispute with respect to Advice from Water Consultation and Liaison Committee	14
8.6	Licensee to Consider Advice of Water Consultation and Liaison Committee	14
8.7	Licensee to Submit Proposed Annual Water Operating Plan to Ministerial Corporation	14
8.8	Approval of Annual Water Operating Plan	15
8.9	Basis on Which Ministerial Corporation May Require Amendments to Proposed Annual Water Operating Plan.....	15
8.10	No Dispute with Respect to Maximum Probable Annual Water Releases.....	15
8.11	Licensee to Consider Amendments Required by Ministerial Corporation.....	15

8.12	Ministerial Corporation to Approve Annual Water Operating Plan	15
8.13	Proposed Annual Water Operating Plan to Apply	16
8.14	Allowable Range of Water Releases from the Developments	16
8.15	Proposed Variations to Annual Water Operating Plan	16
8.16	Amendment of Annual Water Operating Plan.....	16
9.	FEES AND CHARGES.....	17
9.1	Licensee Must Pay Annual Licence Fee.....	17
9.2	Ministerial Corporation May Only Impose Annual Licence Fee	17
9.3	Calculation of Annual Licence Fee	17
9.4	Ministerial Corporation to Provide Licensee with Statement of Estimated Costs.....	17
9.5	Licensee to Pay Annual Licence Fee Quarterly in Advance	18
9.6	Ministerial Corporation to Verify Annual Licence Fees.....	18
9.7	Adjustments	18
9.8	Adjustments at End of Term.....	19
10.	REVIEWS OF LICENSEE'S OBLIGATIONS.....	19
10.1	Ministerial Corporation to Review Obligations	19
10.2	Variation Following Fifth Anniversary Review.....	20
10.3	Variation of Licensee's Obligations Excluding Schedules.....	20
10.4	Variation of Increased Flow Requirements and Water Release Requirements	20
10.5	Variation of Increased Flow Requirements.....	21
10.6	Variation of Table One	21
10.7	Variation of Schedule Two	21
10.8	Variation of Schedule Five	21
11.	REVOCAION OF LICENCE.....	22
11.1	Security Interest Holder	22
11.2	Ministerial Corporation to Notify.....	22
11.3	Ministerial Corporation May Revoke	22
11.4	Ministerial Corporation May Not Revoke if Prescribed Event Occurs.....	22
11.5	Notice of Intention.....	23
11.6	Licensee and/or Security Interest Holder May Make Representations	23
11.7	Ministerial Corporation to Consider Representations	23
11.8	Revocation by Ministerial Corporation	23
11.9	Ministerial Corporation May Not Revoke Licence.....	23
12.	VARIATION OF LICENSEE'S OBLIGATIONS - EXPERT RECOMMENDATION PROCESS.....	23
12.1	Application	23
12.2	Choice of Expert	24
12.3	Directions to Expert	24
12.4	Expert Must Convene Meetings	25
12.5	Confidentiality of Information.....	25
12.6	Final Recommendation of Expert.....	26

12.7	Costs.....	26
13.	DISPUTE RESOLUTION PROCESS - ANNUAL WATER OPERATING PLANS	26
13.1	Application	26
13.2	Choice of Expert	26
13.3	Directions to Expert	27
13.4	Expert Must Convene Meetings	28
13.5	Confidentiality of Information.....	28
13.6	Final Recommendation of Expert.....	29
13.7	Costs.....	29
13.8	Licensee Must Continue to Comply with Licence.....	29
14.	CHARGE AND ASSIGNMENT	30
14.1	Mortgage or Charge	30
14.2	Assignment.....	30
14.3	Assignment without Consent.....	30
14.4	Assignment Generally	30
14.5	Change in Beneficial Ownership of Shares in the Licensee.....	30
15.	TRANSFER.....	31
15.1	Ministerial Corporation Must Transfer this Licence	31
15.2	Ministerial Corporation May Transfer this Licence	31
16.	FORCE MAJEURE.....	31
16.1	Suspension of Licensee's Obligations	31
16.2	Mitigation of Prescribed Event	32
17.	GOODS AND SERVICES TAX	32
17.1	Interpretation.....	32
17.2	GST.....	32
17.3	Tax Invoice	32
17.4	Adjustments	32
17.5	Reimbursements	33
17.6	Supplier's obligations	33
17.7	Commissioner's assessment, ruling or determination	33
17.8	Claims.....	33
18.	MISCELLANEOUS.....	34
18.1	Consents.....	34
18.2	Remedies Cumulative	34
18.3	Payments.....	34
18.4	Interest On Overdue Money	34
18.5	Waiver.....	34
18.6	Antecedent Breaches and Obligations	34
19.	SEVERABILITY.....	35
19.1	Severance of Provisions.....	35
20.	GOVERNING LAW AND JURISDICTION.....	35
20.1	Governing Law and Jurisdiction	35
Schedule 1 : SNOWY WATER CATCHMENT		36

Schedule 2 : WATER MANAGEMENT WORKS.....	37
Schedule 3 : INCREASED FLOW REQUIREMENTS.....	43
PART ONE: GENERAL REQUIREMENTS WITH RESPECT TO INCREASED FLOWS	43
1. TREATMENT OF ANNUAL ALLOCATIONS.....	43
1.1 Snowy-Tumut Development Annual Allocation to be Transferred	43
1.2 River Murray Annual Allocation to be Transferred to Above Target Water.....	43
1.3 Licensee to Adjust Accounts for Snowy River Annual Allocation	43
2. LIMITS ON VOLUMES OF INCREASED FLOWS	43
2.1 Limits on Volumes of Increased Flows	43
3. LICENSEE TO MAINTAIN WATER ACCOUNTS.....	44
3.1 Licensee to Maintain Water Accounts.....	44
4. MINISTERIAL CORPORATION TO NOTIFY LICENSEE.....	44
4.1 Ministerial Corporation to Notify Licensee of Water Accounting Adjustments	44
4.2 Licensee to Monitor and Keep a Record of Releases	45
PART TWO: SNOWY RIVER INCREASED FLOWS GENERALLY	45
5. ENVIRONMENTAL OBJECTIVES FOR SNOWY RIVER INCREASED FLOWS.....	45
5.1 Environmental Objectives of the Governments	45
6. LICENSEE TO CONSTRUCT OUTLET AT JINDABYNE DAM	45
6.1 Licensee To Construct Outlet At Jindabyne Dam.....	45
6.2 Outlet Specifications.....	45
6.3 Where Licensee Does Not Construct Outlet by Due Date	46
6.4 Cost of Construction of Fish Ladders.....	46
7. DATE OF COMMENCEMENT OF SNOWY RIVER INCREASED FLOWS	46
7.1 Ministerial Corporation to Notify the Licensee	46
7.2 Date of Commencement.....	46
7.3 Provision Where Snowy River Annual Allocation Exceeds Balance in Mowamba Borrowings Account During First Three Years	47
PART THREE: SNOWY RIVER INCREASED FLOWS FROM MOWAMBA RIVER AND COBBON CREEK.....	47
8. SNOWY RIVER INCREASED FLOWS FROM MOWAMBA RIVER AND COBBON CREEK.....	47
8.1 Licensee to Target Snowy River Increased Flows	47
9. VOLUME OF INCREASED FLOWS	47
9.1 Volume.....	47
10. MOWAMBA BORROWINGS ACCOUNT	47
10.1 Debit to Mowamba Borrowings Account.....	47
10.2 Allocation of Mowamba Borrowings Account Balance to the Developments...	48
PART FOUR: SNOWY RIVER INCREASED FLOWS TARGETED FROM JINDABYNE DAM.....	48
11. LICENSEE TO TARGET SNOWY RIVER INCREASED FLOWS FROM JINDABYNE DAM	48
11.1 Licensee to Target Snowy River Increased Flows from Jindabyne Dam.....	48

12.	OBLIGATIONS OF THE LICENSEE WITH RESPECT TO RELEASES FROM JINDABYNE DAM	48
12.1	Obligations of the Licensee With Respect to Releases From Jindabyne Dam	48
12.2	Assessing Compliance by the Licensee	48
12.3	Maximum of One Breach per Water Year	49
12.4	Override Provision	49
13.	MONTHLY RELEASE VOLUMES TO BE TARGETED FROM JINDABYNE DAM.....	49
13.1	Ministerial Corporation to Provide Licensee With Monthly Release Volumes	49
13.2	Limits on Total Monthly Volumes	49
13.3	Default Monthly Release Volumes	49
13.4	Draft Annual Water Operating Plan to Include Monthly Release Volumes	50
14.	DAILY RELEASE VOLUMES TO BE TARGETED FROM JINDABYNE DAM.....	50
14.1	Ministerial Corporation to Notify Licensee of Daily Release Volumes	50
14.2	Limits on Daily Volumes	50
14.3	Content of Notice.....	51
14.4	Default Daily Release Volumes.....	51
15.	ACHIEVING FLUSHING FLOWS	51
15.1	Application of this Clause.....	51
15.2	Water Operations for Jindabyne Dam.....	51
15.3	Flushing Flows.....	51
15.4	Ministerial Corporation to Notify Licensee of Flushing Flows.....	51
15.5	Requirements With Respect to Strategy for Flushing Flows.....	52
15.6	Ministerial Corporation and Licensee to Co-operate to Achieve Flushing Flows.....	52
15.7	Ministerial Corporation to Prepare Safety Management Plan	52
16.	SNOWY RIVER INCREASED FLOWS AND LAKE JINDABYNE.....	52
16.1	Accounting for Increased Jindabyne Spill	52
16.2	Jindabyne Spills and Dry Inflow Sequences.....	53
PART FIVE: SNOWY MONTANE RIVERS INCREASED FLOWS GENERALLY.....		54
17.	SNOWY MONTANE RIVERS INCREASED FLOWS	54
17.1	Licensee to Target Snowy Montane Rivers Increased Flows	54
18.	ENVIRONMENTAL OBJECTIVES FOR SNOWY MONTANE RIVERS INCREASED FLOWS	54
18.1	Environmental Objectives of the Governments	54
18.2	Objectives of Increased Flows Along Each River	54
19.	MODIFICATION OF WORKS TO ALLOW INCREASED FLOWS	55
19.1	How Snowy Montane Rivers Increased Flows are to be Made.....	55
19.2	Modifications to be Agreed By Water Consultation and Liaison Committee....	55
19.3	Modifications to Works	55
20.	LICENSEE TO CONSTRUCT OUTLET AT TANTANGARA DAM	55
20.1	Licensee to Construct Outlet at Tantangara Dam	55

20.2	Outlet Specifications.....	55
21.	DATE OF COMMENCEMENT OF SNOWY MONTANE RIVERS INCREASED FLOWS.....	56
21.1	Date of Commencement.....	56
22.	VOLUME OF INCREASED FLOWS	56
22.1	Maximum Volume of Increased Flows.....	56
22.2	Increased Flows to Be Made Proportionally with Snowy River Increased Flows.....	56
22.3	Volume of Increased Flows.....	57
23.	AMENDMENTS TO TABLE ONE	57
23.1	Amendments to Table One	57
23.2	Limits on Amendments to Table One.....	57
23.3	Amendments and Riverine Management Strategies	57
23.4	Amendments Where There is Harm to Native Species	58
23.5	Ministerial Corporation to Notify the Licensee	58
23.6	When Notice takes Effect.....	58
23.7	Licensee to Make Snowy Montane Rivers Increased Flows in Accordance with Notified Combination of Works	59
PART SIX:	SNOWY MONTANE RIVERS INCREASED FLOWS TARGETED FROM TANTANGARA DAM.....	59
24.	LICENSEE TO TARGET SNOWY MONTANE RIVERS INCREASED FLOWS FROM TANTANGARA DAM	59
24.1	Licensee to Target Snowy Montane Rivers Increased Flows from Tintangara Dam.....	59
25.	OBLIGATIONS OF THE LICENSEE WITH RESPECT TO RELEASES FROM TANTANGARA DAM.....	59
25.1	Obligations of the Licensee With Respect to Releases From Tintangara Dam	59
25.2	Assessing Compliance by the Licensee	59
25.3	Maximum of One Breach per Water Year.....	60
25.4	Override Provision	60
26.	MONTHLY RELEASE VOLUMES TO BE TARGETED FROM TANTANGARA DAM.....	60
26.1	Ministerial Corporation to Provide Licensee With Monthly Release Volumes	60
26.2	Limits on Total Monthly Volumes	60
26.3	Default Monthly Release Volumes	60
26.4	Draft Annual Water Operating Plan to Include Monthly Release Volumes.....	60
27.	WHEN THE LICENSEE IS RELIEVED FROM TARGETING SNOWY MONTANE RIVERS INCREASED FLOWS FROM TANTANGARA DAM	61
27.1	Application of this Clause.....	61
27.2	Ministerial Corporation to Notify Licensee of Strategy	61
27.3	Requirements With Respect to Varying the Strategy	61
TABLE ONE:	GWH CONVERSION OF GLs FORGONE ON SNOWY MONTANE RIVERS.....	62

Schedule 4 : WATER RELEASE REQUIREMENTS.....	63
1. INTERPRETATION.....	63
1.1 Interpretation.....	63
2. THE SNOWY SCHEME AND THE RIVER MURRAY	63
2.1 Water Available to the Snowy-Murray Development.....	63
3. THE SNOWY SCHEME AND THE MURRUMBIDGEE RIVER.....	63
3.1 Water Available to the Snowy-Tumut Development.....	63
4. PRESERVATION OF CATCHMENT BASED SHARING OF INFLOWS.....	64
4.1 Preservation of Catchment Based Sharing of Inflows.....	64
5. ACCOUNTING FOR WATER RELEASES.....	64
5.1 Accounting for Snowy-Murray Development Water Releases	64
5.2 Accounting for Snowy-Tumut Development Water Releases	65
6. RELAXATION VOLUME: SNOWY-MURRAY DEVELOPMENT	65
6.1 Relaxation Volume: Snowy-Murray Development.....	65
7. RELAXATION VOLUME: SNOWY-TUMUT DEVELOPMENT	67
7.1 Relaxation Volume: Snowy-Tumut Development.....	67
8. DRY INFLOW SEQUENCE VOLUME.....	68
8.1 Dry Inflow Sequence Volume.....	68
9. INTER-VALLEY WATER TRANSFERS	70
9.1 How Water Transfers Are Effected	70
9.2 Ministerial Corporation May Request Water Consultation and Liaison Committee to Consider Water Transfers	70
9.3 Water Consultation and Liaison Committee To Be Given Opportunity to Consider Proposal.....	70
9.4 Water Transfers.....	70
10. RELEASES THAT MAY BE CALLED OUT IN THE SUBSEQUENT WATER YEAR	70
10.1 Ministerial Corporation May Call Out Releases in Subsequent Water Year	70
11. WITHIN YEAR RELEASE REQUIREMENTS.....	71
11.1 Minimum Volume of Releases from 1 December to 30 April.....	71
12. REQUIRED ANNUAL RELEASES FROM EACH DEVELOPMENT	72
12.1 Required Annual Releases from the Snowy-Murray Development.....	72
12.2 Required Annual Releases from the Snowy-Tumut Development.....	73
12.3 No Obligation to Release More Than Required Annual Release for Each Development.....	73
12.4 Limit on Water Releases from Jounama Dam.....	74
13. FLEXIBILITY PROVISIONS	74
13.1 Reduction in Required Annual Releases	74
13.2 Consideration of Proposals by Water Consultation and Liaison Committee ...	74
14. PROVISION OF DATA.....	74
14.1 Ministerial Corporation To Provide Licensee With Data And Other Information	74
14.2 Ministerial Corporation to Give Notice of Unused Spills	75

14.3	New South Wales to Notify Licensee of Murray-Darling Basin Ministerial Council Resolutions Relating to Baseline Conditions	75
14.4	Licensee to Provide Data to Ministerial Corporation	75
14.5	Licensee May Rely Upon Estimates	76
14.6	Water Measurement Equipment	76
14.7	Verification of Data by Independent Third Party	76
14.8	Licensee and Ministerial Corporation to Co-operate with Third Party	76
14.9	Confidentiality	76
15.	DEVELOPING ANALYTICAL MODELS.....	77
15.1	Ministerial Corporation to Develop Analytical Model	77
15.2	Ministerial Corporation to Procure Commission to Develop Analytical Model	77
15.3	Requirements for Analytical Models	78
15.4	Licensee May Engage Independent Auditors.....	78
15.5	Ministerial Corporation to Procure Evaluation of Commission Model	78
Schedule 5 : LICENSED EXTRACTIVE USERS WITHIN SNOWY WATER CATCHMENT.....		83
Schedule 6 : WATER ACCOUNTING PROCEDURES.....		89
1.	FLOWS.....	89
2.	DIVERSIONS.....	89
3.	RELEASES	89
4.	RIGHTS TO AMEND	90

SNOWY WATER LICENCE issued 30 May 2002

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Licence:

- (1) **“Above Target Water”** means water in each Development that is not required to provide 1,062 GL from the Snowy-Murray Development and 1,026 GL from the Snowy-Tumut Development in subsequent Water Years;
- (2) **“Act”** means the *Snowy Hydro Corporatisation Act 1997 (NSW)*;
- (3) **“Agreed Annual Release”** means the Required Annual Release for either Development in any Water Year as adjusted under **clause 13.1 of Schedule Four**;
- (4) **“Annual Licence Fee Statement”** means a statement given by the Ministerial Corporation to the Licensee under **clause 9.4**;
- (5) **“Annual Water Operating Plan”** means the water operating plan to be prepared annually by the Licensee and approved by the Ministerial Corporation under **clause 8**;
- (6) **“Assign”** includes assign, transfer or otherwise deal with an interest but does not include the granting of a charge or mortgage over an interest;
- (7) **“Authorised Officer”** means, any person authorised in writing from time to time by either the Ministerial Corporation or the Licensee to give or receive notices under this Licence provided a certified copy of such authorisation has been provided to the other;
- (8) **“Base Passing Flow”** means:
 - (a) **with respect to the Snowy River**: the volume of 9 GL per Water Year from Jindabyne Dam plus the non-regulated flow past the relevant Works on the Mowamba River and Cobbon Creek prior to the Corporatisation Date;
 - (b) **in the case of the Upper Murrumbidgee River**: the long term average volume of 2 GL per Water Year from Tantangara Dam; and
 - (c) **with respect to Works on the Snowy Montane Rivers**: the non-regulated flow of the relevant river past the particular Work prior to any modification to that Work required under **Schedule Three**;
- (9) **“Baseline Conditions”** means:
 - (a) the infrastructure supplying water;

- (b) the rules for allocating water and for water management systems applying;
- (c) the operating efficiency of water management systems; and
- (d) existing entitlements to take and use water and the extent to which those entitlements were used,
- within the Murray-Darling Basin as at the Corporatisation Date;
- (10) “**Blowering Air Space Deed**” means the Blowering Air Space Deed between the Ministerial Corporation and the Licensee dated on or about the Corporatisation Date;
- (11) “**Blowering Dam**” means the wall of the dam known as the Blowering Dam located on the Tumut River;
- (12) “**Business Day**” means a day that is not a Saturday, Sunday or any other day that is a public holiday or a bank holiday in the place where an act is to be performed or a payment is to be made;
- (13) “**Claim**” includes any claim, legal action or demand;
- (14) “**Commission**” means the Murray-Darling Basin Commission as defined in the *Murray-Darling Basin Act 1993 (Cth)*;
- (15) “**Commonwealth**” means the Commonwealth of Australia;
- (16) “**Compensation Releases**” has the same meaning as in the Blowering Air Space Deed;
- (17) “**Corporatisation Date**” means the date on which the *Snowy Mountains Hydro-electric Power Act 1949 (Cth)* is repealed by the *Snowy Hydro Corporatisation Act 1997 (Cth)*;
- (18) “**Cost**” means reasonable cost and may include any cost, charge, expense, outgoing, payment or other expenditure of any nature whatever, including where appropriate all reasonable and proper legal fees;
- (19) “**Default Rate**” means the rate of interest charged by the Commonwealth Bank of Australia to its corporate customers on overdrafts in excess of \$100,000 (being the Corporate Overdraft Reference Rate as published from time to time in the *Australian Financial Review*), or any replacement of that rate or, in the absence of any replacement, such rate of interest as the Ministerial Corporation reasonably determines as at the date for payment of any money;
- (20) “**Development**” means either the Snowy-Murray Development or the Snowy-Tumut Development and “**Developments**” means both of them;
- (21) “**Dry Inflow Sequence Volume**” means, with respect to each Water Year and each Development, the volume of water calculated under **clause 8 of Schedule Four**;

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- (22) “**Environmental Entitlements**” means the environmental entitlements known as the Snowy-Murray Development (River Murray) Environmental Entitlements and the Snowy-Tumut Development (Murrumbidgee River) Environmental Entitlement as referred to in the Snowy Water Inquiry Outcomes Implementation Deed;
- (23) “**Eucumbene River**” means the Eucumbene River upstream of Eucumbene Dam;
- (24) “**GL**” means gigalitre;
- (25) “**Government Agency**” includes a department of State, statutory or public authority, instrumentality, corporation, body or person whether Commonwealth, State, territorial or local;
- (26) “**Governments**” means the Commonwealth, New South Wales and Victoria;
- (27) “**GWh**” means gigawatt hour;
- (28) “**Increased Flow Requirements**” means the obligations of the Licensee under **Schedule Three**, as amended from time to time under **clause 10.4**;
- (29) “**Increased Flows**” means the Snowy Montane Rivers Increased Flows, the Snowy Montane Rivers External Increased Flows and the Snowy River Increased Flows;
- (30) “**Law**” means:
- (a) any statute, regulation, rule, proclamation, order, ordinance or by-law whether present or future and whether Commonwealth, State, territorial or local; and
 - (b) the common law;
- (31) “**Licensee**” means Snowy Hydro Limited ACN 090 574 431;
- (32) “**Licensee’s Obligations**” means the obligations imposed upon the Licensee under **clauses 6, 8, and 9** together with the Increased Flow Requirements and the Water Release Requirements;
- (33) “**Lower Darling River System**” means the Darling River and its anabranch system from the upstream extent of the Menindee Lakes Storage and downstream and the water supply systems supplied by that River;
- (34) “**Ministerial Corporation**” means the Water Administration Ministerial Corporation constituted under section 371 of the *Water Management Act 2000* (NSW);
- (35) “**Month**” means calendar month and “**Monthly**” means each calendar month;
- (36) “**Mowamba Borrowings Account**” means the water account to be maintained by the Licensee under **subclause 3.1(1) of Schedule Three**;

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- (37) **“Murrumbidgee River System”** means the Murrumbidgee River and the water supply systems supplied by that River;
- (38) **“Net Jounama Releases”** means with respect to any defined period of time, the volume of water released from Tumut 1 Power Station:
- (a) plus any reduction in storage in Talbingo and Jounama Reservoirs; or
 - (b) less any increase in storage in Talbingo and Jounama Reservoirs;
- (39) **“New South Wales”** means the State of New South Wales;
- (40) **“Notice of Intention”** means a notice given by the Ministerial Corporation to the Licensee under **subclause 11.5(1)**;
- (41) **“Pre-Release Compensation Account”** has the same meaning as in the Blowering Air Space Deed;
- (42) **“Prescribed Event”** means any of the following events:
- (a) act of God;
 - (b) war, riot, insurrection, vandalism, sabotage, lightning, explosion, flooding, earthquake or subsidence;
 - (c) strike, lock out, ban, limitation of work and other industrial disturbance;
 - (d) a failure in an electricity transmission network or other failure in an electricity market that prevents the Licensee generating electricity;
 - (e) a major structural failure of any one or more of the Works or of the Blowering Dam; or
 - (f) in the case only of the obligations of the Licensee with respect to Snowy River Increased Flows targeted from Jindabyne Dam under **Part Four of Schedule Three** and Snowy Montane Rivers Increased Flows targeted from Tantangara Dam under **Part Six of Schedule Three**:
 - (i) low inflows;
 - (ii) spills;
 - (iii) equipment failure;
 - (iv) public safety or environmental health risks,
- that:
- (g) is beyond the reasonable control of the Licensee; and
 - (h) occurs without the fault or negligence of the Licensee;
- (43) **“Relaxation Volume”** means, with respect to each Water Year:

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- (a) **in the case of the Snowy-Murray Development:** the volume of water calculated under **clause 6 of Schedule Four**; and
- (b) **in the case of the Snowy-Tumut Development:** the volume of water calculated under **clause 7 of Schedule Four**;
- (44) **“Required Annual Release”** means, with respect to each Water Year:
- (a) **in the case of the Snowy-Murray Development:** the volume of water calculated under **clause 12.1 of Schedule Four**; and
- (b) **in the case of the Snowy-Tumut Development:** the volume of water calculated under **clause 12.2 of Schedule Four**;
- (45) **“River”** includes any affluent, effluent, creek, anabranch or extension of and any lake or lagoon connected with, the river;
- (46) **“River Murray Annual Allocation”** with respect to each Water Year means the annual allocation notified by the Ministerial Corporation to the Licensee under **subclause 4.1(5) of Schedule Three**;
- (47) **“River Murray System”** means the aggregate of:
- (a) the River Murray;
- (b) all tributaries entering the River Murray upstream of Doctors Point;
- (c) the Ovens River; and
- (d) the Lower Darling River System;
- (48) **“Security Interest”** means any interest in this Licence or the Works granted by the Licensee to any Person for the purpose of securing the repayment of money or the performance of obligations;
- (49) **“Security Interest Holder”** means a Person notified to the Ministerial Corporation under **clause 11.1**;
- (50) **“Snowy Compensation Deed”** means the agreement made under section 30 of the Act between New South Wales and the Licensee dated on or about the Corporatisation Date;
- (51) **“Snowy Montane Rivers”** means all rivers within the Snowy Catchment Area including the Upper Murrumbidgee River immediately below Tantangara Dam but excluding the Snowy River, the Mowamba River and Cobbon Creek;
- (52) **“Snowy Montane Rivers External Increased Flows”** means releases of water made by the Licensee to Snowy Montane Rivers under the provisions of **Schedule Three** which would have flowed through either:
- (a) the Murray 1 Power Station in the case of the Snowy-Murray Development; or
- (b) Jounama Pondage in the case of the Snowy-Tumut Development,

but are accounted as part of the Required Annual Releases from those locations;

- (53) **“Snowy Montane Rivers Increased Flow”** means releases of water in addition to the Base Passing Flow in Snowy Montane Rivers that the Licensee targets for release from Works in those Rivers under **Parts Five** and **Six** of **Schedule Three**;
- (54) **“Snowy-Murray Development”** means the component of the Snowy Scheme comprising Works that regulate the waters of the Upper Snowy River, the Geehi River and Bogong Creek;
- (55) **“Snowy-Murray Development Annual Allocation”** means the annual allocation for any Water Year for the Snowy-Murray Development notified by the Ministerial Corporation to the Licensee under **subclause 4.1(1)** of **Schedule Three**;
- (56) **“Snowy-Murray Development Designated Entitlement”** means the volume of water designated against the Snowy-Murray Development notified by the Ministerial Corporation to the Licensee under **subclause 4.1(7)** of **Schedule Three**;
- (57) **“Snowy Notional Spill”** means:
- (a) **in the case of the Snowy-Murray Development:** the calculated active volume of water belonging to the Snowy-Murray Development stored in Lake Eucumbene exceeding 2,019 GL and accounted as a loss from that Development and a gain to the Snowy-Tumut Development; and
 - (b) **in the case of the Snowy-Tumut Development:** the calculated active volume of water belonging to the Snowy-Tumut Development stored in Lake Eucumbene exceeding 2,348 GL and accounted as a loss from that Development and a gain to the Snowy-Murray Development;
- (58) **“Snowy River”** means the Snowy River downstream of Jindabyne Dam;
- (59) **“Snowy River Annual Allocation”** means the annual allocation from the Snowy River Apportioned Entitlement for any Water Year, notified by the Ministerial Corporation to the Licensee under **subclause 4.1(4)** of **Schedule Three**;
- (60) **“Snowy River Apportioned Entitlement”** means the volume of water apportioned to the Snowy River Increased Flows as notified by the Ministerial Corporation to the Licensee under **subclause 4.1(6)** of **Schedule Three**;
- (61) **“Snowy River Increased Flows”** means releases of water in addition to the Base Passing Flow that:
- (a) the Licensee releases from the Jindabyne Dam into the Snowy River; and/ or
 - (b) the Licensee releases from either or both of the Mowamba River and Cobbon Creek aqueducts into the Snowy River,

in both cases under **Part Two** of **Schedule Three**;

- (62) **“Snowy Scheme”** means all of the Works;
- (63) **“Snowy-Tumut Development”** means the component of the Snowy Scheme comprising Works that regulate the waters of the Eucumbene River, the Tooma River, the Upper Murrumbidgee River and the Upper Tumut River;
- (64) **“Snowy-Tumut Development Annual Allocation”** with respect to each Water Year means the annual allocation for the Snowy-Tumut Development notified by the Ministerial Corporation to the Licensee under **subclause 4.1(2)** of **Schedule Three**;
- (65) **“Snowy-Tumut Development Designated Entitlement”** means the volume of water designated against the Snowy-Tumut Development notified by the Ministerial Corporation to the Licensee under **subclause 4.1(7)** of **Schedule Three**;
- (66) **“Snowy Water Catchment”** has the same meaning as in the Act and as at the Corporatisation Date was the area illustrated in **Schedule One**;
- (67) **“Snowy Water Inquiry Outcomes Implementation Deed”** means the Snowy Water Inquiry Outcomes Implementation Deed between the Commonwealth, New South Wales and Victoria dated on or about the Corporatisation Date;
- (68) **“Table One”** means Table One set out in **Schedule Three**;
- (69) **“Tooma River”** means the Tooma River upstream of Tooma Reservoir including all aqueducts and intake structures associated with the Tooma Dam and the Tooma-Tumut Tunnel;
- (70) **“Unused Spill”** means:
- (a) **in the case of the Snowy-Murray Development:** a forced release of water from Hume Dam that is not stored downstream or used to supply downstream consumption or in-stream requirements; and
 - (b) **in the case of the Snowy-Tumut Development:** a forced release of water from Blowering Dam not stored downstream or used to supply downstream consumption or in-stream requirements;
- (71) **“Upper Murrumbidgee River”** means the Murrumbidgee River immediately downstream of Tantangara Dam;
- (72) **“Upper Snowy River”** means the Snowy River upstream of Jindabyne Dam (including the Mowamba River and Cobbon Creek) but excluding the Eucumbene River;
- (73) **“Victoria”** means the State of Victoria;
- (74) **“Water Consultation and Liaison Committee”** means the Water Consultation and Liaison Committee established under the Snowy Water Inquiry Outcomes Implementation Deed;

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- (75) “**Water Release Requirements**” means the water release requirements set out in **Schedule Four** as amended from time to time under **clause 10.4**;
- (76) “**Water Year**” means the period of 12 Months commencing on 1 May in each year; and
- (77) “**Works**” means any dam, tunnel, power station, aqueduct or other structure that is listed from time to time in **Schedule Two**.

1.2 Interpretation

In this Licence:

- (1) Reference to:
- (a) one gender includes the other;
 - (b) the singular includes the plural and the plural includes the singular;
 - (c) a person includes a firm, an unincorporated association, a Government Agency or body corporate;
 - (d) a party includes:
 - (i) in the case of a body corporate, its successors, assigns and substitutes (including persons taking by novation); and
 - (ii) in the case of a natural person, the person’s executors, administrators, assigns and substitutes (including persons taking by novation);
 - (e) a Government Agency includes a Government Agency to which the functions of a former Government Agency are or have been allotted or assumed;
 - (f) any organisation that ceases to exist will be deemed to be a reference to an organisation having substantially the same objects as the organisation that ceases to exist;
 - (g) the president of an organisation will, in the absence of a president, be read as a reference to the senior officer for the time being of the organisation or any other person fulfilling the duties of president;
 - (h) an officer or body of persons includes any other officer or body for the time being exercising the powers or performing the functions of that officer or body;
 - (i) a right includes a remedy, authority or power;
 - (j) this Licence or any other instrument (excluding the Snowy Water Inquiry Outcomes Implementation Deed) includes any amendment, variation or replacement of any of them;
 - (k) a Schedule or Annexure is to a schedule or annexure to this Licence;

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- (l) any statute, regulation, rule, proclamation, order, ordinance or by-law ("**Statutory Provision**") includes:
 - (i) any such Statutory Provision as amended or re-enacted from time to time; and
 - (ii) any statute, regulation, rule, proclamation, order, ordinance or by-law enacted in replacement of that Statutory Provision;
 - (m) a monetary amount is to Australian dollars; and
 - (n) any thing includes the whole and each part of it separately.
- (2) "Including" and similar expressions are not words of limitation.
 - (3) Where a word or expression is given a particular meaning, other parts of speech and grammatical forms of that word or expression have a corresponding meaning.
 - (4) Headings and explanatory notes are for convenience only and do not form part of this Licence or affect its interpretation.
 - (5) If an act must be done on a specified day that is not a Business Day, it must be done instead on the next Business Day.

2. COMMENCEMENT AND EXPIRATION

2.1 Commencement Date

This Licence will take effect on and from the Corporatisation Date.

2.2 Expiration

This Licence will expire on the seventy-fifth anniversary of the Corporatisation Date.

3. PURPOSE OF THIS LICENCE

3.1 Purpose

The purpose of this Licence is:

- (1) **conferral of rights:** to confer on the Licensee rights including those set out in **clause 7**; and
- (2) **imposition of obligations:** to impose on the Licensee various obligations with respect to the exercise of those rights including in particular the Increased Flow Requirements and the Water Release Requirements.

3.2 Licence Not to be Taken to Limit the Licensee

This Licence does not:

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- (1) prevent the Licensee from undertaking work, assuming liabilities, acquiring assets or carrying on business whether in or outside the Snowy Water Catchment; or
 - (2) limit or prevent the Licensee from doing anything that it may lawfully do without the benefit of this Licence.

4. ADMINISTRATION AND VARIATION OF THIS LICENCE

4.1 Acknowledgement

The Ministerial Corporation acknowledges that:

- (1) under section 23(3) of the Act, this Licence is to give effect to any agreement between New South Wales and Victoria following the report of the water inquiry under Part 4 of the Act; and
- (2) it is the intention of the Ministerial Corporation that this Licence gives full effect to the provisions of the Snowy Water Inquiry Outcomes Implementation Deed.

4.2 Administration and Variation of this Licence

Despite any other provision in this Licence, the Ministerial Corporation must:

- (1) in administering this Licence, act in a manner that is consistent with and is necessary or desirable to give full effect to, the provisions of the Snowy Water Inquiry Outcomes Implementation Deed; and
- (2) not vary the terms of this Licence so as to cause this Licence to not give effect to the Snowy Water Inquiry Outcomes Implementation Deed.

5. PROVISIONS TO ADDRESS THE REALITIES OF WATER OPERATIONS

5.1 Acknowledgement

The Ministerial Corporation acknowledges that in operating the Snowy Scheme the Licensee cannot achieve precise release volumes each Water Year but, rather, can only target a release volume by reference to operational arrangements including for example inflow-diversion relationships in the case of aqueduct flows.

5.2 Release Requirements

Despite any other provision in this Licence:

- (1) a reference in this Licence to a requirement on the Licensee:
 - (a) to release a particular volume from a Work; or
 - (b) to achieve a particular flow of water,

is a requirement on the Licensee to use its best endeavours to release that volume or achieve that flow:

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- (c) by reference to average annual inflows into the relevant Works;
 - (d) having regard to the operational characteristics of the relevant Work; and
 - (e) where relevant, by reference to simulated available stream flow data for the applicable Work as modified;
- (2) in the case of:
- (a) the Snowy River Increased Flows to be made by the Licensee under **Part Four of Schedule Three**; and
 - (b) the Snowy Montane Rivers Increased Flows to be made from Tantangara Dam under **Part Six of Schedule Three**,
- if in any Water Year the actual release made by the Licensee varies from the volume targeted for release, then:
- (c) **in the case of a shortfall**: the difference is to be added to the release otherwise required during the subsequent Water Year; and
 - (d) **in the case of an excess**: the difference is to be subtracted from the release otherwise required during the subsequent Water Year except where the excess is the result of a flood or necessary operational releases from the spillway gates;
- (3) Increased Flows are to be in addition to the relevant Base Passing Flow;
- (4) Snowy River Increased Flows to be made by the Licensee from Jindabyne Dam and Snowy Montane Rivers Increased Flows to be made by the Licensee from Tantangara Dam include increased evaporation in those storages compared to the volume of evaporation under water operations that achieve a uniform daily distribution of releases from those storages;
- (5) Snowy Montane Rivers Increased Flows are to be in addition to the Base Passing Flow of the relevant Snowy Montane River and include increased spill from relevant weir structures; and
- (6) Snowy Montane Rivers Increased Flows to be made by the Licensee from Tantangara Dam include spill from Tantangara Dam up to a maximum volume being the volume to be targeted for release from Tantangara Dam in the applicable Water Year.

6. OUTLET AT TANTANGARA DAM AND SNOWY MONTANE RIVERS WORKS

6.1 Outlet at Tantangara Dam and Snowy Montane Rivers Works

- (1) The parties acknowledge that the timeframes specified in this Licence with respect to:
 - (a) construction of the outlet at Tantangara Dam referred to in **clause 20.1 of Schedule 3**; and

- (b) modifications to the Works along the rivers referred to in **clause 19** of **Schedule 3**,

were specified on the assumption that those activities do not require approval within the meaning of Part 5 of the *Environmental Planning and Assessment Act 1979 (NSW)*.

- (2) If in fact approval is required under Part 5 of that Act for those activities, the Ministerial Corporation will give the Licensee a reasonable time to obtain those approvals in addition to the times referred to in this Licence.

7. LICENSEE'S WATER RIGHTS

7.1 Licensee's Water Rights

Subject to the provisions of this Licence, the Ministerial Corporation confers on the Licensee:

- (1) the right to collect all water from the rivers, streams and lakes within the Snowy Water Catchment;
- (2) the right to divert that water;
- (3) the right to store that water;
- (4) the right to use that water to generate electricity and for purposes that are incidental or related to the generation of electricity or to the management of that water in the Works; and
- (5) the right to release water from storage.

7.2 Local Water Extraction and Riparian Rights

Each of the rights conferred on the Licensee under **clause 7.1** is subject to:

- (1) the rights of occupiers of riparian land under section 52 of the *Water Management Act 2000 (NSW)*; and
- (2) the rights of persons authorised under the *Water Act 1912 (NSW)* to take and use water that is authorised to be collected and stored by the Licensee under this Licence as set out in section 32 of the Act and listed in **Schedule Five**.

7.3 Release of Water Collected by the Licensee

The Licensee must release all water collected and stored by it to rivers and streams flowing from the Snowy Water Catchment except:

- (1) normal operating losses; and
- (2) consumption within the Works.

7.4 Licensee May Release as it Sees Fit

The Licensee may release water from the Works at the times and in the quantities that it sees fit provided that:

- (1) the Licensee at all times complies with the Water Release Requirements and the Increased Flow Requirements; and
- (2) the Licensee complies with its obligations under **subclause 8.1(2)**.

7.5 Licensee Not to Act as Supplier of Water

For the avoidance of doubt, **clause 7.4** does not authorise the Licensee to act as a supplier of water released from the Works to others or to give rights to others to use that water (except as authorised by the Ministerial Corporation).

7.6 Minimising Snowy Notional Spills

- (1) The Licensee must prioritise the generation of electricity by the Snowy Scheme so as to minimise the volume (if any) of Snowy Notional Spills.
- (2) For the avoidance of doubt, nothing in this **clause 7.6** requires the Licensee to release Above Target Water from the Snowy Scheme.

8. ANNUAL WATER OPERATING PLANS

8.1 Licensee to Prepare and Comply with Annual Water Operating Plans

The Licensee must:

- (1) prepare an Annual Water Operating Plan for each Water Year; and
- (2) do all things reasonably necessary to operate the Snowy Scheme in accordance with the provisions of each Annual Water Operating Plan as amended from time to time.

8.2 Purpose of Annual Water Operating Plans

The purpose of each Annual Water Operating Plan is to provide the Ministerial Corporation and Government Agencies or bodies corporate that have appointed a person to the Water Consultation and Liaison Committee, with details as to how the Licensee proposes to operate the Snowy Scheme during the relevant Water Year within the parameters set by:

- (1) the Increased Flow Requirements; and
- (2) the Water Release Requirements.

8.3 Contents of Annual Water Operating Plan

Each Annual Water Operating Plan must relate to a Water Year and must include:

- (1) the maximum probable annual (1) water release from each of the Developments for that Water Year to meet electricity requirements and/ or to manage storage levels;

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- (2) details on a quarterly basis of the likely range of forecast water releases from each of the Developments having regard to:
 - (a) Required Annual Releases;
 - (b) divertible and non-divertible Snowy Scheme inflows, taking account of likely inflow scenarios; and
 - (c) power system operations;
 - (3) the strategies and release volumes that under **Schedule Three** are required to be included in the Annual Water Operating Plan; and
 - (4) such other information with respect to water releases or diversions as:
 - (a) the Licensee thinks fit after consultation with the Water Consultation and Liaison Committee; and/or
 - (b) the Ministerial Corporation reasonably requires having regard to the purposes of this Licence.

8.4 Licensee to Submit Draft Annual Water Operating Plan to Water Consultation and Liaison Committee

Not later than 27 February each year, the Licensee must submit to the Water Consultation and Liaison Committee its proposed draft Annual Water Operating Plan for the next Water Year.

8.5 No Dispute with respect to Advice from Water Consultation and Liaison Committee

Despite any other provision in this Licence, neither the Ministerial Corporation nor the Licensee may refer a dispute with respect to advice given by the Water Consultation and Liaison Committee to an independent expert for determination under **clause 13**.

8.6 Licensee to Consider Advice of Water Consultation and Liaison Committee

The Licensee must in good faith consider the advice (if any) given by the Water Consultation and Liaison Committee with respect to each proposed draft Annual Water Operating Plan.

8.7 Licensee to Submit Proposed Annual Water Operating Plan to Ministerial Corporation

The Licensee must, not later than 3 April each year but after:

- (1) considering in good faith the advice (if any) given by the Water Consultation and Liaison Committee; and
- (2) making whatever amendments to the proposed draft Annual Water Operating Plan that it considers appropriate,

submit to the Ministerial Corporation its proposed Annual Water Operating Plan for that Water Year.

8.8 Approval of Annual Water Operating Plan

Subject to **clauses 8.9** and **8.10**, within 14 days of receipt from the Licensee of its proposed Annual Water Operating Plan, the Ministerial Corporation must:

- (1) approve the Annual Water Operating Plan; or
- (2) require the Licensee to amend the proposed Annual Water Operating Plan.

8.9 Basis on Which Ministerial Corporation May Require Amendments to Proposed Annual Water Operating Plan

The Ministerial Corporation may only require the Licensee to make an amendment to a proposed Annual Water Operating Plan under **subclause 8.8(2)** if that particular amendment is required to achieve consistency between the provisions of the proposed Annual Water Operating Plan and:

- (1) the Increased Flow Requirements; and
- (2) the Water Release Requirements for that Water Year.

8.10 No Dispute with Respect to Maximum Probable Annual Water Releases

Despite any other provision in this Licence, the Ministerial Corporation may not:

- (1) require the Licensee to amend the volume of the maximum probable annual water release from each of the Developments for the Water Year set out in a proposed Annual Water Operating Plan submitted by the Licensee under **clause 8.4**; or
- (2) refer a dispute with respect to either or both of those volumes to an independent expert for determination under **clause 13**.

8.11 Licensee to Consider Amendments Required by Ministerial Corporation

If the Ministerial Corporation requires the Licensee to amend its proposed Annual Water Operating Plan under **subclause 8.8(2)**, the Licensee must in good faith and within 14 days of receipt of notice from the Ministerial Corporation requiring the Licensee to amend the proposed Annual Water Operating Plan, consider the Ministerial Corporation's requirements and indicate to the Ministerial Corporation in writing either:

- (1) its agreement to the Ministerial Corporation's proposed amendments (as may be further amended by the Ministerial Corporation) in which case the Annual Water Operating Plan as amended is taken to be approved by the Ministerial Corporation; or
- (2) that it requires some or all of the required amendments to be referred to an independent expert for determination in accordance with **clause 13**, in which case the Licensee must within that 14 day period give to the Ministerial Corporation a written notice that identifies the amendments to be referred to an independent expert for determination.

8.12 Ministerial Corporation to Approve Annual Water Operating Plan

If **subclause 8.11(2)** applies, as soon as practicable after the completion of the expert determination process in accordance with **clause 13**, the Ministerial Corporation must approve the Annual Water Operating Plan in accordance with the outcome of that expert determination process.

8.13 Proposed Annual Water Operating Plan to Apply

If, at the commencement of the Water Year, amendments referred to expert determination under **subclause 8.11(2)** are not finalised, the Licensee must comply with the proposed Annual Water Operating Plan submitted under **clause 8.4** from the commencement of the Water Year to the extent to which that Annual Water Operating Plan is approved by the Ministerial Corporation until those amendments are finalised, from which time it must comply with the amended Annual Water Operating Plan.

8.14 Allowable Range of Water Releases from the Developments

During any Water Year, the Licensee may, without the need for any further approval from the Ministerial Corporation, release a volume of water from either of the Developments that is within the following limits:

- (1) **upper limit:** 100 GL more than the maximum probable annual water release from the relevant Development for that Water Year to meet electricity requirements and/ or to manage storage levels; and
- (2) **lower limit:** 20 GL less than the Required Annual Release for the relevant Development as at the end of that Water Year.

8.15 Proposed Variations to Annual Water Operating Plan

If, during any Water Year, the Licensee wishes to release a volume of water from either Development that:

- (1) exceeds the upper limit referred to in **subclause 8.14(1)**; or
- (2) is less than the lower limit referred to in **subclause 8.14(2)**,

the Licensee:

- (3) must give notice of the proposal to amend the current Annual Water Operating Plan to each member of the Water Consultation and Liaison Committee; and
- (4) may request the chairman of the Water Consultation and Liaison Committee to convene a meeting of that Committee for the purpose of considering a proposal to amend the current Annual Water Operating Plan.

8.16 Amendment of Annual Water Operating Plan

- (1) If, after the Water Consultation and Liaison Committee has been given a reasonable opportunity to consider a proposal to amend the current Annual Water Operating Plan the Licensee still wishes to proceed with the proposed amendment, the Licensee must notify in writing the Ministerial Corporation of the proposed amendment.

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- (2) Within 21 days of receipt of a proposed amendment under **subclause 8.16(1)**, the Ministerial Corporation must indicate to the Licensee in writing either:
- (a) its agreement to the proposed amendment and from the date of that written advice the relevant Annual Water Operating Plan will be deemed to be amended accordingly; or
 - (b) its disagreement with the proposed amendment, in which case the proposed amendment will not be made.
- (3) The Ministerial Corporation may only disagree with a proposed amendment if that particular amendment is inconsistent with:
- (a) the Increased Flow Requirements; and
 - (b) the Water Release Requirements for that Water Year.

9. FEES AND CHARGES

9.1 Licensee Must Pay Annual Licence Fee

The Licensee must pay to the Ministerial Corporation an annual licence fee.

9.2 Ministerial Corporation May Only Impose Annual Licence Fee

For the purposes of section 31 of the Act, the annual licence fee payable by the Licensee under **clause 9.1** is the only fee or charge that the Licensee is required to pay to the Ministerial Corporation during the term of this Licence.

9.3 Calculation of Annual Licence Fee

For the purposes of this Licence, each annual licence fee must:

- (1) be calculated on a cost recovery basis, being only the reasonable Cost to the Ministerial Corporation of administering this particular Licence and monitoring compliance by the Licensee with its terms and conditions for the relevant Water Year;
- (2) not include the costs (if any) to the Ministerial Corporation of catchment management fees or other resource services fees or resource rent taxes, either with respect to the Snowy Water Catchment or New South Wales generally; and
- (3) not include any costs that under this Licence are to be paid by the Ministerial Corporation.

9.4 Ministerial Corporation to Provide Licensee with Statement of Estimated Costs

Not later than 28 days prior to the commencement of each Water Year, the Ministerial Corporation must provide to the Licensee in writing a statement giving details of the Ministerial Corporation's estimate of the reasonable Costs to the Ministerial Corporation of administering this Licence and monitoring compliance by the Licensee with its terms and conditions for the next Water Year.

9.5 Licensee to Pay Annual Licence Fee Quarterly in Advance

With respect to each Water Year the Licensee must pay to the Ministerial Corporation the fee specified in the Annual Licence Fee Statement in equal quarterly instalments in advance on the first day of each quarter.

9.6 Ministerial Corporation to Verify Annual Licence Fees

- (1) Not later than 14 days after the expiry of each Water Year (referred to in this **clause 9.6** as the “**Relevant Water Year**”), the Licensee may request the Ministerial Corporation to provide a written statement setting out:
 - (a) the reasonable Cost to the Ministerial Corporation of administering this Licence for the Relevant Water Year; and
 - (b) the method used by the Ministerial Corporation to determine that Cost.
- (2) If the Licensee requests a statement, the Ministerial Corporation must give to the Licensee a written statement verified by a suitably qualified independent third party stating:
 - (a) the reasonable Cost to the Ministerial Corporation of administering this Licence for the Relevant Water Year; and
 - (b) the method used by the qualified independent third party to determine that Cost.
- (3) The Ministerial Corporation must give to the Licensee a written statement under **subclause 9.6(2)**:
 - (a) **in the case of the last Water Year during the term of this Licence**: as soon as practicable; and
 - (b) **in the case of any other Water Year**: not later than three Months after the expiry of the Relevant Water Year.

9.7 Adjustments

If:

- (1) **overpayment by Licensee**: the amount paid in advance by the Licensee at the commencement of a Water Year exceeds:
 - (a) **if the Ministerial Corporation is required to give to the Licensee a written statement under subclause 9.6(2)**: the Cost set out in that statement; or
 - (b) **otherwise**: the Cost for that Water Year referred to in **subclause 9.3(1)**,

the Ministerial Corporation must credit the Licensee for the amount of that excess and that amount is to be deducted from the amount payable by the Licensee in advance with respect to the next Water Year; or

- (2) **underpayment by Licensee:** the amount paid in advance by the Licensee at the commencement of a Water Year is less than:
- (a) **if the Ministerial Corporation is required to give to the Licensee a written statement under subclause 9.6(2):** the Cost set out in that statement; or
 - (b) **otherwise:** the Cost for that Water Year referred to in **subclause 9.3(1),**

the Licensee must pay the shortfall in addition to the amount payable by the Licensee in advance with respect to the next Water Year.

9.8 Adjustments at End of Term

In the case of the annual licence fee paid in advance by the Licensee for the last Water Year during the term of this Licence, if:

- (1) **overpayment by Licensee:** the amount paid in advance by the Licensee at the commencement of that Water Year exceeds:
- (a) **if the Ministerial Corporation is required to give to the Licensee a written statement under subclause 9.6(2):** the Cost set out in that statement; or
 - (b) **otherwise:** the Cost for that Water Year referred to in **subclause 9.3(1),**

the Ministerial Corporation must pay to the Licensee as soon as practicable the amount of that excess; or

- (2) **underpayment by Licensee:** the amount paid in advance by the Licensee at the commencement of that Water Year is less than:
- (a) **if the Ministerial Corporation is required to give to the Licensee a written statement under subclause 9.6(2):** the Cost set out in that statement; or
 - (b) **otherwise:** the Cost for that Water Year referred to in **subclause 9.3(1),**

the Licensee must pay to the Ministerial Corporation as soon as practicable the amount of the shortfall.

10. REVIEWS OF LICENSEE'S OBLIGATIONS

10.1 Ministerial Corporation to Review Obligations

The Ministerial Corporation must:

- (1) **on the fifth anniversary of the Corporatisation Date:** review the provisions of this Licence relating to Snowy River Increased Flows; and

- (2) **on every tenth anniversary of the date referred to in subclause 10.1(1):**
review the Licensee's Obligations,

and in each such review the Ministerial Corporation must consider in good faith any submission from the Licensee.

10.2 Variation Following Fifth Anniversary Review

The provisions of this Licence relating to Snowy River Increased Flows may be varied by the Ministerial Corporation following a review of those provisions under **subclause 10.1(1)**.

10.3 Variation of Licensee's Obligations Excluding Schedules

The Licensee's Obligations excluding the Increased Flow Requirements and the Water Release Requirements may be varied by the Ministerial Corporation:

- (1) at any time with the agreement of the Licensee; or
- (2) with respect to a variation proposed by the Ministerial Corporation that is not agreed to by the Licensee, only following:
 - (a) the making by an independent expert of a final, non-binding recommendation to the Ministerial Corporation with respect to the water management and resource impacts and effects of the proposed variation, such independent expert to be appointed and to formulate his or her recommendation in accordance with the provisions of **clause 12**;
 - (b) the making by an independent expert appointed under the Snowy Compensation Deed of a final determination with respect to the financial impact upon the Licensee of the proposed variation;
 - (c) the election by the Ministerial Corporation to proceed to make the variation on the basis of the independent expert's final determination referred to in **subclause 10.3(2)(b)** within 28 days of receipt of that determination; and
 - (d) the payment of compensation required to be paid by New South Wales to the Licensee under the Snowy Compensation Deed.

10.4 Variation of Increased Flow Requirements and Water Release Requirements

Subject to **clauses 10.5** and **10.6**, the Increased Flow Requirements and Water Release Requirements may be varied by the Ministerial Corporation:

- (1) at any time with the agreement of the Licensee; or
- (2) with respect to a variation proposed by the Ministerial Corporation that is not agreed to by the Licensee, only following:
 - (a) a review of the Licensee's Obligations under **subclause 10.1(2)**;
 - (b) the making by an independent expert of a final, non-binding recommendation to the Ministerial Corporation with respect to the

water management and resource impacts and effects of the proposed variation, such independent expert to be appointed and to formulate his or her recommendation in accordance with the provisions of **clause 12**;

- (c) the making by an independent expert of a final determination with respect to the financial impact upon the Licensee of the proposed variation under the Snowy Compensation Deed;
- (d) the election by the Ministerial Corporation to proceed to make the variation on the basis of the independent expert's final determination referred to in **subclause 10.4(2)(c)** within 28 days of receipt of that determination; and
- (e) the payment of compensation required to be paid by New South Wales to the Licensee under the Snowy Compensation Deed.

10.5 Variation of Increased Flow Requirements

The Ministerial Corporation may not vary the Increased Flow Requirements so as to cause this Licence to not give effect to the Snowy Water Inquiry Outcomes Implementation Deed.

10.6 Variation of Table One

The provisions of this **clause 10** do not apply to a variation by the Ministerial Corporation of **Table One** under **clause 23** of **Schedule Three**.

10.7 Variation of Schedule Two

Despite any other provision in this Licence, the Ministerial Corporation must during the term of this Licence amend **Schedule Two** as required from time to time by:

- (1) inserting references to new Works lawfully constructed by the Licensee that are not already listed in **Schedule Two**; and
- (2) deleting references to existing Works that have been lawfully decommissioned or removed by the Licensee that are listed in **Schedule Two**.

10.8 Variation of Schedule Five

- (1) Despite any other provision in this Licence, if:
 - (a) a water licence referred to in **Schedule Five** is revoked, terminated or not renewed by the Ministerial Corporation, **Schedule Five** will be deemed to be amended by the deletion of that water licence;
 - (b) a water licence referred to in **Schedule Five** is varied by the Ministerial Corporation by reducing the volume referred to in that water licence, **Schedule Five** will be deemed to be amended to refer to that reduced water volume; and
 - (c) under the *Water Act 1912 (NSW)*, the Ministerial Corporation authorises a person to take and use water that is authorised to be collected and stored by the Licensee under this Licence and that

authorisation is not referred to in **Schedule Five**, **Schedule Five** will be deemed to be amended to include a reference to that authorisation,

and the Ministerial Corporation must notify the Licensee of any such deemed amendments as soon as practicable.

- (2) The Ministerial Corporation must:
- (a) not less than once during every period of two years from the Corporatisation Date; or
 - (b) at such other times as may be agreed between the Ministerial Corporation and the Licensee,

give to the Licensee a copy of the complete **Schedule 5** that is correct as at the date of giving it to the Licensee.

11. REVOCATION OF LICENCE

11.1 Security Interest Holder

The Licensee must notify the Ministerial Corporation of:

- (1) any one or more persons that have been granted a Security Interest; or
- (2) any person that has entered into some other form of financial arrangement with the Licensee that has been approved in writing by the Ministerial Corporation for the purpose only of that Person being entitled to receive a Notice of Intention, specifying the full name and address of such Person or Persons.

11.2 Ministerial Corporation to Notify

If, during a Water Year, the Ministerial Corporation forms the view that the Licensee will not release the relevant Required Annual Releases, the Ministerial Corporation must as soon as reasonably practicable after it forms that view give written notice to the Licensee and provide copies of the notice to each Security Interest Holder, indicating that at the end of the Water Year the Ministerial Corporation may take action under section 34 of the Act.

11.3 Ministerial Corporation May Revoke

The Ministerial Corporation may revoke this Licence if, in respect of two Water Years (which need not be consecutive Water Years) occurring within any period of 10 Water Years:

- (1) the Licensee is convicted under section 34(2) of the Act for failing to release the relevant Required Annual Release; and
- (2) the penalty imposed upon the Licensee for that conviction is the maximum penalty for an offence under section 34(2) of the Act.

11.4 Ministerial Corporation May Not Revoke if Prescribed Event Occurs

The Ministerial Corporation may not revoke this Licence if:

- (1) the failure by the Licensee to release the relevant Required Annual Release was caused by a Prescribed Event; or
- (2) as a direct result of the application of any Laws, the Licensee could not reasonably release the relevant Required Annual Release.

11.5 Notice of Intention

Despite any other provision in this Licence, before the Ministerial Corporation can exercise its right to revoke this Licence under **clause 11.3**, it must:

- (1) give the Licensee and each Security Interest Holder written notice that it intends to exercise that right; and
- (2) comply with **clauses 11.6 to 11.9** inclusive.

11.6 Licensee and/or Security Interest Holder May Make Representations

The Licensee and/or any Security Interest Holder may make representations to the Ministerial Corporation with respect to a Notice of Intention and the Licensee's failure to comply with the provisions of this Licence which has given rise to the Ministerial Corporation's entitlement to revoke this Licence under **clause 11.3**.

11.7 Ministerial Corporation to Consider Representations

The Ministerial Corporation must in good faith consider any representations made under **clause 11.6**.

11.8 Revocation by Ministerial Corporation

If the Ministerial Corporation is not satisfied with the representations (if any) made by the Licensee under **clause 11.7** and in any case at the expiration of 60 days from but not including the date the Notice of Intention is given to the Licensee and each Security Interest Holder, the Ministerial Corporation may revoke this Licence.

11.9 Ministerial Corporation May Not Revoke Licence

Despite **clause 11.3**, the Ministerial Corporation may not revoke this Licence if the Ministerial Corporation (acting reasonably) is satisfied that:

- (1) a Security Interest Holder is prepared to assume, or procure a person to assume, the obligations of the Licensee under this Licence; and
- (2) the Security Interest Holder or person (as the case may be) is an appropriate person to discharge and is a person ready, willing and able to discharge the Licensee's obligations under this Licence.

12. VARIATION OF LICENSEE'S OBLIGATIONS - EXPERT RECOMMENDATION PROCESS

12.1 Application

This **clause 12** applies only with respect to expert recommendations to be made under **clauses 10.3** and **10.4**.

12.2 Choice of Expert

- (1) An expert recommendation under **clause 10.3** or **10.4** must be made by an independent expert in the relevant field:
 - (a) agreed between and appointed jointly by the Ministerial Corporation and the Licensee; or
 - (b) in the absence of agreement within seven days of the Licensee giving notice to the Ministerial Corporation that it does not agree to a variation proposed by the Ministerial Corporation, appointed by the President of the Law Society of New South Wales.
- (2) The expert appointed to make a recommendation:
 - (a) must have a demonstrated, technical understanding of the issues; and
 - (b) must inform the Ministerial Corporation and the Licensee before being appointed the extent of the expert's understanding of each of the Ministerial Corporation and the Licensee's business or operations and, if that information indicates a possible bias, then that expert must not be appointed except with the written approval of the Ministerial Corporation and the Licensee.
- (3) The Ministerial Corporation and the Licensee must enter into an agreement with the expert appointed under **subclause 12.2(1)** setting out the terms of the expert's engagement and the fees payable to the expert.

12.3 Directions to Expert

- (1) In formulating a recommendation under **clause 10.3** or **10.4**, the independent expert must give effect to the purposes of this Licence.
- (2) The expert must:
 - (a) act as an expert and not as an arbitrator;
 - (b) proceed in any manner as the expert thinks fit without being bound to observe the rules of evidence provided that the expert must observe the rules of natural justice;
 - (c) take into consideration to the extent that the expert in his or her absolute discretion considers relevant to his or her recommendation:
 - (i) the role of the Ministerial Corporation as the State's water resource manager and the commercial interests of the Licensee under this Licence; and
 - (ii) all other documents, information and other material that the parties give to the expert;

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- (d) not be expected or required to obtain or refer to any other documents, information or material (but may do so if the expert so wishes);
 - (e) issue a draft certificate stating the expert's intended recommendation giving each of the Ministerial Corporation and the Licensee reasonable time to make further submissions;
 - (f) issue a final certificate stating the expert's recommendation; and
 - (g) act with expedition with a view to issuing the final certificate as soon as practicable.
- (3) The Ministerial Corporation and the Licensee must comply with all reasonable directions given by the expert and must within the time specified by the expert, give the expert:
- (a) a statement of facts and, if each desires, a submission with respect to the effects of the proposed variation to this Licence; and
 - (b) any other documents, records or information that the expert reasonably requests.

12.4 Expert Must Convene Meetings

- (1) The expert will hold a meeting with the Ministerial Corporation and the Licensee present to discuss the proposed variation to this Licence.
- (2) The meeting must be conducted in a manner that the expert considers appropriate.
- (3) The meeting may be adjourned to, and resumed at, a later time in the expert's discretion.
- (4) The Ministerial Corporation and the Licensee agree that a meeting under **subclause 12.4(1)** is not a hearing and is not an arbitration.

12.5 Confidentiality of Information

- (1) The Ministerial Corporation and the Licensee agree and must procure that a mediator or expert agrees as a condition of his or her appointment:
 - (a) subject to **subclause 12.5(1)(b)**, to keep confidential all documents, information and other material disclosed to him or her during or with respect to the expert recommendation or mediation;
 - (b) not to disclose any confidential documents, information and other material except:
 - (i) to the Ministerial Corporation, the Licensee or any adviser to either of them who has signed a confidentiality undertaking; or
 - (ii) if required by Law to do so; and

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- (c) not to use confidential documents, information or other material disclosed to him or her during or with respect to the expert recommendation or mediation for a purpose other than the expert recommendation or mediation.
- (2) The Ministerial Corporation and the Licensee must keep confidential and must not disclose or rely upon or make the subject of a subpoena to give evidence or produce documents in any arbitral, judicial or other proceedings:
- (a) views expressed or proposals or suggestions made by the Ministerial Corporation or the Licensee or the expert during the expert recommendation process;
 - (b) admissions or concessions made by the Ministerial Corporation or the Licensee during the expert recommendation process; or
 - (c) information, documents or other material concerning the expert recommendation that are disclosed by the Ministerial Corporation or the Licensee during the expert recommendation process unless such information, documents or facts are otherwise discoverable in judicial or arbitral proceedings.

12.6 Final Recommendation of Expert

- (1) The Ministerial Corporation and the Licensee agree that the final recommendation by an expert will not be binding upon them.
- (2) An expert will not be liable with respect to the expert recommendation, except in the case of fraud or misfeasance by the expert.
- (3) The Ministerial Corporation and the Licensee agree to release and indemnify an expert from and against all Claims, except in the case of fraud or misfeasance by the expert, which may be made against the expert by any person with respect to the expert's appointment to make a recommendation.

12.7 Costs

- (1) The Ministerial Corporation and the Licensee must request the expert to make a determination as to costs.
- (2) The costs of the expert must be paid in the proportion determined by the award made by the expert.

13. DISPUTE RESOLUTION PROCESS - ANNUAL WATER OPERATING PLANS

13.1 Application

This **clause 13** applies only with respect to expert determinations to be made under **subclause 8.11(2)**.

13.2 Choice of Expert

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- (1) A dispute to be referred to an independent expert under **subclause 8.11(2)** must be determined by an independent expert in the relevant field:
 - (a) agreed between and appointed jointly by the Ministerial Corporation and the Licensee; or
 - (b) in the absence of agreement within seven days of the giving of written notice by the Licensee to the Ministerial Corporation under **subclause 8.11(2)** particularising the amendments to this Licence to be referred to an independent expert for determination, appointed by the President of the New South Wales Law Society.
 - (2) The expert appointed to make a determination with respect to a dispute:
 - (a) must have a demonstrated, technical understanding of the issues in dispute; and
 - (b) must inform the Ministerial Corporation and the Licensee before being appointed the extent of the expert's understanding of each of the Ministerial Corporation and the Licensee's business or operations and, if that information indicates a possible bias, then that expert must not be appointed except with the written approval of the Ministerial Corporation and the Licensee.
 - (3) The Ministerial Corporation and the Licensee must enter into an agreement with the expert appointed under **subclause 13.2(1)** setting out the terms of the expert's engagement and the fees payable to the expert.

13.3 Directions to Expert

- (1) In formulating a determination with respect to a dispute, the independent expert must give effect to the purposes of this Licence.
- (2) The expert must:
 - (a) act as an expert and not as an arbitrator;
 - (b) proceed in any manner as the expert thinks fit without being bound to observe the rules of evidence provided that the expert must observe the rules of natural justice;
 - (c) take into consideration to the extent that the expert in his or her absolute discretion considers relevant to his or her determination:
 - (i) the role of the Ministerial Corporation as the State's water resource manager and the commercial interests of the Licensee under this Licence; and
 - (ii) all other documents, information and other material that the parties give to the expert;
 - (d) not be expected or required to obtain or refer to any other documents, information or material (but may do so if the expert so wishes);

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- (e) issue a draft certificate stating the expert's intended determination giving each of the Ministerial Corporation and the Licensee reasonable time to make further submissions;
 - (f) issue a final certificate stating the expert's determination; and
 - (g) act with expedition with a view to issuing the final certificate as soon as practicable.
- (3) The Ministerial Corporation and the Licensee must comply with all reasonable directions given by the expert with respect to the resolution of the dispute and must within the time specified by the expert, give the expert:
- (a) a statement of facts and, if each desires, a submission with respect to the dispute;
 - (b) a description of the dispute; and
 - (c) any other documents, records or information that the expert reasonably requests.

13.4 Expert Must Convene Meetings

- (1) The expert will hold a meeting with the Ministerial Corporation and the Licensee present to discuss the dispute.
- (2) The meeting must be conducted in a manner that the expert considers appropriate.
- (3) The meeting may be adjourned to, and resumed at, a later time at the expert's discretion.
- (4) The Ministerial Corporation and the Licensee agree that a meeting under **subclause 13.4(1)** is not a hearing and is not an arbitration.

13.5 Confidentiality of Information

- (1) The Ministerial Corporation and the Licensee agree and must procure that a mediator or expert agrees as a condition of his or her appointment:
 - (a) subject to **subclause 13.5(1)(b)**, to keep confidential all documents, information and other material disclosed to him or her during or with respect to the expert determination;
 - (b) not to disclose any confidential documents, information and other material except:
 - (i) to the Ministerial Corporation, the Licensee or any adviser to either of them who has signed a confidentiality undertaking; or
 - (ii) if required by Law to do so; and

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- (c) not to use confidential documents, information or other material disclosed to him or her during or with respect to the expert determination for a purpose other than the expert determination.
- (2) The Ministerial Corporation and the Licensee must keep confidential and must not disclose or rely upon or make the subject of a subpoena to give evidence or produce documents in any arbitral, judicial or other proceedings:
- (a) views expressed or proposals or suggestions made by the Ministerial Corporation or the Licensee or the expert during the expert determination process relating to a possible settlement of the dispute;
 - (b) admissions or concessions made by the Ministerial Corporation or the Licensee during the expert determination process with respect to the dispute; or
 - (c) information, documents or other material concerning the dispute that are disclosed by the Ministerial Corporation or the Licensee during the expert determination process unless such information, documents or facts are otherwise discoverable in judicial or arbitral proceedings.

13.6 Final Recommendation of Expert

- (1) The Ministerial Corporation and the Licensee agree that the final determination by an expert will be binding upon them provided that:
 - (a) each determination is binding only for the term of the Annual Water Operating Plan to which it relates; and
 - (b) nothing in this Licence is taken to prevent either the Ministerial Corporation or the Licensee commencing litigation with respect to the dispute.
- (2) An expert will not be liable with respect to the expert determination, except in the case of fraud or misfeasance by the expert.
- (3) The Ministerial Corporation and the Licensee agree to release and indemnify an expert from and against all Claims, except in the case of fraud or misfeasance by the expert, which may be made against the expert by any person with respect to the expert's appointment to make a determination with respect to the dispute.

13.7 Costs

- (1) The Ministerial Corporation and the Licensee must request the expert to make a determination as to costs.
- (2) The costs of the expert must be paid in the proportion determined by the award made by the expert.

13.8 Licensee Must Continue to Comply with Licence

Despite the existence of a dispute, the Licensee must to the maximum extent possible continue to comply with the terms and conditions of this Licence.

14. CHARGE AND ASSIGNMENT

14.1 Mortgage or Charge

The Licensee may grant a mortgage or charge over its interest in this Licence without the consent of the Ministerial Corporation.

14.2 Assignment

The Licensee may not Assign its interest under this Licence without the prior consent of the Ministerial Corporation.

14.3 Assignment without Consent

- (1) Despite **clause 14.2**, the Licensee may Assign its interest under this Licence without the necessity of obtaining the Ministerial Corporation's consent during the period that all shares in the Licensee are owned by any or all of the Commonwealth, New South Wales and Victoria.
- (2) Any such Assignment is effective on the giving of written notice of the Assignment by the Licensee to the Ministerial Corporation.

14.4 Assignment Generally

The Ministerial Corporation must not withhold its consent to an Assignment of the Licensee's interest under this Licence if the Licensee first makes an application to the Ministerial Corporation for consent and the Licensee:

- (1) demonstrates to the reasonable satisfaction of the Ministerial Corporation that the proposed assignee is a respectable, responsible and solvent person who is capable of performing all obligations in this Licence on the part of the Licensee to be performed; and
- (2) pays the reasonable Costs of the Ministerial Corporation giving its consent, whether or not the proposed Assignment proceeds to completion.

14.5 Change in Beneficial Ownership of Shares in the Licensee

- (1) Any change in the persons who beneficially own or control a majority of the voting shares issued in the Licensee will constitute an Assignment of this Licence.
- (2) The Licensee will be in breach of **clause 14.2** unless the Licensee obtains the Ministerial Corporation's prior consent to the change in shareholding.
- (3) This **14.5** will not apply:
 - (a) if the Licensee is a body corporate whose voting shares are listed on the Australian stock exchange;
 - (b) if at least 80% of the voting shares issued in the Licensee are owned by another body corporate whose voting shares are so listed; or

- (c) in the case of a transfer of shares in the Licensee from a person who holds those shares beneficially on behalf of the Commonwealth, New South Wales or Victoria.

15. TRANSFER

15.1 Ministerial Corporation Must Transfer this Licence

The Ministerial Corporation must, as soon as practicable after receipt of notice from the Licence, transfer this Licence to the transferee nominated by the Licensee:

- (1) during the period that all shares in the Licensee are owned by any or all of the Commonwealth, New South Wales and Victoria; or
- (2) if:
 - (a) the Licensee demonstrates to the reasonable satisfaction of the Ministerial Corporation that the proposed transferee is a respectable, responsible and solvent person who is capable of performing all obligations in this Licence on the part of the Licensee to be performed; and
 - (b) the Licensee pays the reasonable Costs of the Ministerial Corporation transferring the Licence.

15.2 Ministerial Corporation May Transfer this Licence

Without derogating from **clause 15.1**, the Ministerial Corporation may transfer this Licence where the Licensee agrees to the transfer.

16. FORCE MAJEURE

16.1 Suspension of Licensee's Obligations

If the Licensee:

- (1) is prevented from or delayed in performing an obligation (other than to pay money) by a Prescribed Event;
- (2) as soon as possible after the Prescribed Event occurs, notifies the Ministerial Corporation of full particulars of:
 - (a) the Prescribed Event;
 - (b) the effect of the Prescribed Event on performance of the Licensee's obligations;
 - (c) the anticipated period of delay; and
 - (d) the action (if any) the Licensee intends to take to mitigate or remove the effect and delay; and

(3) promptly and diligently acts to mitigate the Prescribed Event and its effect, then the obligation is suspended during, but for no longer than, the period the Prescribed Event and its effects continue to prevent the Licensee from meeting such obligation.

16.2 Mitigation of Prescribed Event

The Ministerial Corporation must use reasonable endeavours to mitigate the Prescribed Event and its effects.

17. GOODS AND SERVICES TAX

17.1 Interpretation

In this **clause 17**:

- (1) except for defined terms, capitalised expressions have the same meaning as in the GST Law; and
- (2) “**GST Law**” has the meaning given to that expression in the *A New Tax System (Goods and Services Tax) Act 1999*.

17.2 GST

- (1) Unless otherwise expressly stated, any amounts payable or any form of consideration to be provided for a Supply made under this Licence are exclusive of GST (“**GST Exclusive Amount**”).
- (2) If GST is payable by any party making a Taxable Supply (“**Supplier**”) under this Licence, the Recipient must pay to the Supplier an amount equal to the GST payable on the Taxable Supply (“**GST Amount**”) in addition to and at the same time and in the same manner as the GST Exclusive Amount or other consideration otherwise payable for the Supply.

17.3 Tax Invoice

The Supplier must issue a Tax Invoice to the Recipient in respect of any Taxable Supply made under this Licence before the Consideration for the Supply is due.

17.4 Adjustments

- (1) If at any time an Adjustment Event arises in respect of a Taxable Supply made by the Supplier under this Licence, the Supplier must provide the Recipient with an Adjustment Note for the Adjustment immediately upon becoming aware of the Adjustment.
- (2) Where an Adjustment Event requires that a payment be made by the Supplier to the Recipient, or the Recipient to the Supplier, as the case may be, the payment must be made within ten days from the date of issue of the Adjustment Note.

17.5 Reimbursements

Where a party is required under this Licence to pay for or reimburse a cost, expense or outgoing of another party, the amount to be paid by the first party is the sum of:

- (1) the amount of the cost, expense or outgoing less any Input Tax Credits in respect of the cost, expense or outgoing to which the other party is entitled; and
- (2) **if the payment by the first party is Consideration for a Taxable Supply:** an amount equal to the GST Amount payable by the other party in respect of the Taxable Supply.

17.6 Supplier's obligations

The Supplier is responsible for determining the GST treatment of any Supply made under this Licence, or any Adjustment Event in relation to any Supply made under this Licence, in accordance with the GST Law applicable at the time.

17.7 Commissioner's assessment, ruling or determination

- (1) If the Commissioner makes an assessment, ruling or determination which results in a GST outcome in respect of any Supply or Adjustment Event in relation to a Supply made under this Licence which differs from the determination of the Supplier under **clause 17.6**, the Supplier and the Recipient must respectively make the necessary refunds and payments to correctly reflect the Commissioner's assessment, ruling or determination.
- (2) If the Commissioner determines that interest or a penalty is payable in relation to the GST treatment of a Supply or an Adjustment Event relating to a Supply made under this Licence the interest and penalty must be paid by the Supplier, to the extent to which the Supplier's determination under **clause 17.6** was incorrect. However, if a party other than the Supplier is responsible for the incorrect application of the GST Law to the transaction, then that party is responsible for any interest or penalty. The parties may also agree that in appropriate circumstances each party must bear the interest and penalty imposed on it.

17.8 Claims

If any party ("**Payer**") must make a payment to another party ("**Payee**") in respect of any loss, damages, claim, compensation or any other matter ("**Claim**") arising under this Licence, whether that payment is determined by agreement of the parties, in terms of a court order, under arbitration or mediation or in any other manner, and the payment gives rise to a liability for GST in the hands of the Payee, the Payee must issue a Tax Invoice to the Payer and the Payer must pay the amount of GST stated on that Tax Invoice within ten days of receipt of the Tax Invoice.

18. MISCELLANEOUS**18.1 Consents**

Unless otherwise stated in this Licence, if the Ministerial Corporation or Licensee's consent or approval is required it:

- (1) must not be unreasonably withheld or delayed; and
- (2) will not be effective unless in writing and signed by an Authorised Officer.

18.2 Remedies Cumulative

The rights, powers and remedies provided in this Licence are cumulative with and not exclusive of the rights, powers or remedies provided by Law independently of this Licence.

18.3 Payments

All payments payable by the Ministerial Corporation or the Licensee under this Licence must be paid to the other or to a person nominated in writing by the other.

18.4 Interest On Overdue Money

Either of the Ministerial Corporation or the Licensee may charge daily interest to the other on any late payment by the other at the Default Rate.

18.5 Waiver

- (1) A failure or delay by the Ministerial Corporation or the Licensee to exercise a power or right does not operate as a waiver of that power or right.
- (2) No custom or practice which evolves between the Ministerial Corporation and the Licensee will constitute a waiver or lessen the right of each of them to insist upon the other's strict performance or observance of any provision of this Licence or to exercise any of their other rights.
- (3) The exercise of a power or right does not preclude either its exercise in the future or the exercise of any other power or right.
- (4) A waiver is not effective unless it is in writing and signed by the relevant Authorised Officer.
- (5) Waiver of a power or right is effective only in respect of the specific instance to which it relates and for the specific purpose for which it is given.

18.6 Antecedent Breaches and Obligations

The expiry or termination of this Licence does not affect:

- (1) either the Ministerial Corporation or the Licensee's rights with respect to a breach of this Licence by the other before the expiry or termination; or

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- (2) the Licensee's obligations to make payments under this Licence or to comply with any ongoing obligation as provided under this Licence with respect to periods before the expiry or termination.

19. SEVERABILITY

19.1 Severance of Provisions

- (1) All the provisions of this Licence will so far as possible be construed so as not to be invalid, illegal or unenforceable in any respect.
- (2) Despite **subclause 19.1(1)**, if any provision in this Licence is illegal, invalid or unenforceable, that provision will as far as possible be read down to such extent as may be necessary to ensure that it is not illegal, invalid or unenforceable and as may be reasonable in all the circumstances so as to give it a valid operation of a partial character.
- (3) If any provision in this Licence or any part of it cannot be so read down, then that provision or part is severed and the rest of the Licence remains in force.

20. GOVERNING LAW AND JURISDICTION

20.1 Governing Law and Jurisdiction

- (1) The law of and applicable in New South Wales governs this Licence.
- (2) The Ministerial Corporation and the Licensee submit to the non-exclusive jurisdiction of the courts of New South Wales and the Federal Court of Australia.

Schedule 1: SNOWY WATER CATCHMENT

Schedule 2: WATER MANAGEMENT WORKS

1. POWER STATIONS AND PUMPING STATIONS

NAME	CAPACITY
GUTHEGA POWER STATION	Maximum design discharge capacity of 28.3 m ³ /s.
MURRAY 1 POWER STATION	Maximum design discharge capacity of 241 m ³ /s.
MURRAY 2 POWER STATION	Maximum design discharge capacity of 240.7 m ³ /s.
TUMUT 1 POWER STATION	Maximum design discharge capacity of 118.9 m ³ /s.
TUMUT 2 POWER STATION	Maximum design discharge capacity of 118.9 m ³ /s.
TUMUT 3 POWER STATION	Maximum design discharge capacity of 1 132.7 m ³ /s.
BLOWERING POWER STATION	Maximum design discharge capacity of 107.6 m ³ /s.
JINDABYNE PUMPING STATION	Design pumping capacity of 25.4m ³ /s units pumping against head of 231.6 m.
TUMUT 3 PUMPING STATION	Design pumping capacity of 297.3m ³ /s units pumping against head of 155.1m.

2. DAMS AND RESERVOIRS

Note:

- Unless noted otherwise, elevations are relative to the SMA datum.1. The SMA datum is approximately 1.18m above the Australian Height Datum (AHD).
- Storages are occasionally drawn down below the Minimum Operating Level for operational purposes.

NAME	CAPACITY
GUTHEGA DAM	<p>Spillway: Ungated Capacity - 1 420 m³/s Crest length - 48.8 m Crest level - RL 1 581.91 m Flashboards Crest Level - RL 1 583.46 m</p> <p>River Outlet Works: one 1.30 m by 2.13 m high slide gate in a shaft in river outlet tunnel with a capacity of 49.6 m³/s.</p>
GUTHEGA RESERVOIR	Full Supply Level - RL 1 583.46 m / 19 hectares Minimum Operating Level - RL 1 568.2 m
ISLAND BEND DAM	<p>Spillway: Gated Capacity - 2 830 m³/s Crest length - 42.1 m Crest level - RL 1 177.75 m</p> <p>River Outlet Works: two 1.22 m by 1.22 m conduits, each with a capacity of 28.3 m³/s.</p>
ISLAND BEND RESERVOIR	Full Supply Level - RL 1 185.67 m / 33 hectares Minimum Operating Level - RL 1 173.48 m
GEEHI DAM	<p>Spillway: Ungated Bellmouth Capacity - 1 557 m³/s Maximum Diameter - 32 m Crest level - RL 1 106.42 m</p> <p>River Outlet Works: 2.06m diameter conduit with a capacity of 42.5m³/s.</p>
GEEHI RESERVOIR	Full Supply Level - RL 1 106.42 m / 70 hectares Minimum Operating Level - RL 1 082.04 m
MURRAY 2 DAM	<p>Spillway: Gated Capacity - 566 m³/s Crest length - 10.6 m Crest level - RL 581.25 m</p> <p>River Outlet Works: 0.91m diameter conduit with a capacity of 5.7 m³/s.</p>
MURRAY RESERVOIR 2	Full Supply Level - RL 589.79 m / 19 hectares Minimum Operating Level - RL 579.12 m

NAME	CAPACITY
TANTANGARA DAM	<p>Spillway: Ungated Capacity - 900 m³/s Crest length - 61.0 m Crest level - RL 1 229.87 m</p> <p>River Outlet Works: one 1.22m outlet conduit with a capacity of 28.3 m³/s.</p>
TANTANGARA RESERVOIR	Full Supply Level - RL 1 229.87 m / 2 118 hectares Minimum Operating Level - 1 207.01 m
TUMUT 2 DAM	<p>Spillway: Gated Capacity - 2150 m³/s Crest length - 31.1 m Crest level - RL 815.64 m</p> <p>River Outlet Works: two 1.83m wide by 2.29m high outlet conduits with a total capacity of 170.8 m³/s.</p>
TUMUT RESERVOIR	2 Full Supply Level - RL 826.01 m / 18 hectares Minimum Operating Level - RL 815.34 m
TALBINGO DAM	<p>Spillway: Ungated Capacity - 4 250 m³/s Crest length - 230.4 m Crest level - RL 545.90 m</p> <p>River outlet works: two 2.13 m by 3.05 m high shaft from outlet works tower tapering to 2.13 m diameter before passing through a 1.50 m diameter nozzle to river diversion tunnel, with a capacity of 70.8 m³/s.</p>
TALBINGO RESERVOIR	Full Supply Level - RL 544.37 m / 1 943 hectares Minimum Operating Level - RL 535.53 m
TOOMA DAM	<p>Spillway: Ungated Capacity - 1 250 m³/s Crest length - 31.4 m Crest level - RL 1 219.20 m</p> <p>River Outlet Works: one 1.22m diameter steel conduit with a capacity of 17.0 m³/s passing through outlet tunnel plug.</p>
TOOMA RESERVOIR	Full Supply Level - 1 219.20 m / 166 hectares Minimum Operating Level - RL 1 188.72 m

NAME	CAPACITY
TUMUT POND DAM	<p>Spillway: Gated Capacity - 1 926 m³/s Crest length - 30.5 m Crest level - RL 1 149.10 m</p> <p>River Outlet Works: two 2.13 m diameter steel-lined conduits each with capacity of 101.9 m³/s.</p>
TUMUT POND RESERVOIR	Full Supply Level - RL 1 158.24 m / 203 hectares Minimum Operating Level - RL 1 106.73 m
KHANCOBAN DAM	<p>Spillway: Gated Capacity - 3 540 m³/s Crest length - 46.9 m Crest level - RL 294.13 m</p> <p>River Outlet Works: regulating gate in spillway 4.27 m wide by 12.19 m high with a capacity of 283 m³/s.</p>
KHANCOBAN RESERVOIR	Full Supply Level - RL 304.8 m / 469 hectares Minimum Operating Level - RL 297.48 m
JOUNAMA DAM	<p>Spillway: Gated Capacity - 3 965 m³/s Crest length - 44.2 m Crest level - RL 381.00 m</p> <p>River Outlet Works: 3.78 m wide by 2.74 m high gate controlled outlet with a capacity of 62.3 m³/s.</p>
JOUNAMA RESERVOIR	Full Supply Level - RL 392.58 m / 381 hectares Minimum Operating Level - RL 381.00 m
EUCUMBENE DAM	<p>Spillway: Ungated Capacity - 475 m³/s Crest length - 13.4 m Crest level - RL 1 161.30 m</p> <p>River Outlet Works: Tunnel drainage valve modified for riparian releases of 0.07 m³/s.</p>
EUCUMBENE RESERVOIR	Full Supply Level - RL 1 164.95 m / 14 500 hectares Minimum Operating Level - RL 1 116.48 m
JINDABYNE DAM	<p>Spillway: Gated Capacity - 3 000 m³/s Crest length - 41.8 m Crest level - RL 905.26 m</p> <p>River Outlet Works: 0.91 m diameter pipe siphon under spillway to provide discharge up to 0.6 m³/s in the river below the dam.</p>

NAME	CAPACITY
JINDABYNE RESERVOIR	Full Supply Level - RL 911.35 m / 3 035 hectares Minimum Operating Level - RL 896.11 m
HAPPY JACKS DAM	Spillway: Ungated Capacity - 1 830 m ³ /s Crest Length - 30.5 m Crest Level - RL 1191.77 River Outlet Works: two 1.22 m by 1.22 m conduits with total capacity of 31.3 m ³ /s.
HAPPY JACKS RESERVOIR	Full Supply Level - RL 1 191.77 m / 5 hectares Minimum Operating Level - RL 1 184.15 m

3. PRESSURE TUNNELS AND PIPELINES

NAME	CAPACITY
MURRAY 2 PRESSURE TUNNEL AND PIPELINES	Design diversion capacity of 243.6 m ³ /s
TOOMA-TUMUT TUNNEL	Design diversion capacity of 51 m ³ /s
TUMUT 1 PRESSURE TUNNEL	Design diversion capacity of 133.1 m ³ /s
TUMUT 1 TAILWATER TUNNEL	Design diversion capacity of 133.1 m ³ /s
GUTHEGA PRESSURE TUNNEL	Design diversion capacity of 56.7 m ³ /s
EUCUMBENE-SNOWY TUNNEL	Design diversion capacity of 97.1 m ³ /s
JINDABYNE-ISLAND BEND TUNNEL AND PIPELINES	Design diversion capacity of 34 m ³ /s
SNOWY-GEEHI TUNNEL1	Design diversion capacity of 147.2 m ³ /s
MURRAY 1 PRESSURE TUNNEL AND PIPELINES	Design diversion capacity of 243.6 m ³ /s
MURRUMBIDGEE-EUCUMBENE TUNNEL	Design diversion capacity of 21.0 m ³ /s
EUCUMBENE-TUMUT TUNNEL	Design diversion capacity of 140 m ³ /s
TUMUT 2 PRESSURE TUNNEL	Design diversion capacity of 142 m ³ /s
TUMUT 2 TAILWATER 1 TUNNEL	Design diversion capacity of 142 m ³ /s
TUMUT 3 HEADRACE CHANNEL AND PIPELINES	Design diversion capacity of 1 133 m ³ /s

NAME	CAPACITY
CHANNEL AND PIPELINES	

4. AQUEDUCTS

NAME	CAPACITY AT DISCHARGE
GOODRADIGBEE RIVER AQUEDUCT	CAPACITY AT DISCHARGE 2.8 m ³ /s
TOOMA RIVER AQUEDUCT	CAPACITY AT DISCHARGE 1.9 m ³ /s
DEEP CREEK AQUEDUCT	CAPACITY AT DISCHARGE 1.1 m ³ /s
BURNS CREEK AQUEDUCT	CAPACITY AT DISCHARGE 0.7 m ³ /s
SNOW RIDGE CREEK AQUEDUCT	CAPACITY AT DISCHARGE 0.2 m ³ /s
EIGHT MILE CREEK AQUEDUCT	CAPACITY AT DISCHARGE 1.53 m ³ /s
SECTION CREEK AQUEDUCT	CAPACITY AT DISCHARGE 1.93 m ³ /s
PERISHER RANGE AQUEDUCT	CAPACITY AT DISCHARGE 3.5 m ³ /s
FALLS CREEK AQUEDUCT	CAPACITY AT DISCHARGE 0.4 m ³ /s
RAMS FLAT AQUEDUCT	CAPACITY AT DISCHARGE 0.4 m ³ /s
MUNYANG/WHITE RIVER AQUEDUCT	CAPACITY AT DISCHARGE 2.7 m ³ /s
BAR RIDGE AQUEDUCT	CAPACITY AT DISCHARGE 2.2 m ³ /s
DIGGERS CREEK AQUEDUCT	CAPACITY AT DISCHARGE 1.4 m ³ /s
BURRUGUBUGGE AQUEDUCT	CAPACITY AT DISCHARGE 9.5 m ³ /s
GUNGARLIN RIVER AQUEDUCT	CAPACITY AT DISCHARGE 14.7 m ³ /s
MIDDLE CREEK AQUEDUCT	CAPACITY AT DISCHARGE 2.8 m ³ /s
GEEHI RIVER AQUEDUCT	CAPACITY AT DISCHARGE 10.8 m ³ /s
BOURKES GORGE AQUEDUCT	CAPACITY AT DISCHARGE 7.4 m ³ /s
CASCADE CREEK AQUEDUCT	CAPACITY AT DISCHARGE 0.6 m ³ /s
MOWAMBA CREEK AQUEDUCT	CAPACITY AT DISCHARGE 6.0 m ³ /s

Schedule 3: INCREASED FLOW REQUIREMENTS

PART ONE: GENERAL REQUIREMENTS WITH RESPECT TO INCREASED FLOWS

1. TREATMENT OF ANNUAL ALLOCATIONS

1.1 Snowy-Tumut Development Annual Allocation to be Transferred

Each Water Year the Licensee must adjust its accounts to transfer the volume of the Snowy-Tumut Development Annual Allocation to the Snowy-Murray Development.

1.2 River Murray Annual Allocation to be Transferred to Above Target Water

Each Water Year the Licensee must adjust its accounts to transfer the volume of the River Murray Annual Allocation to Above Target Water in the Snowy-Murray Development.

1.3 Licensee to Adjust Accounts for Snowy River Annual Allocation

Each Water Year the Licensee must adjust its accounts to distribute the Snowy River Annual Allocation between:

- (1) the Mowamba Borrowings Account; and
 - (2) the Snowy River Increased Flows,
- as notified by the Ministerial Corporation.

2. LIMITS ON VOLUMES OF INCREASED FLOWS

2.1 Limits on Volumes of Increased Flows

Nothing in this Licence obliges the Licensee in any Water Year:

- (1) to make Snowy River Increased Flows under **Part Four** of this **Schedule Three** in a volume that exceeds the volume of the Snowy River Annual Allocation allocated to the Snowy River Increased Flows; or
- (2) to make Snowy Montane Rivers Increased Flows in volumes that exceed the then applicable GWh per annum limit of forgone electricity generation (taking into account **clause 22.2** of this **Schedule Three**).

3. LICENSEE TO MAINTAIN WATER ACCOUNTS

3.1 Licensee to Maintain Water Accounts

The Licensee must maintain the following continuous and audited water accounts:

- (1) **Mowamba Borrowings.** Subject to **clause 10** of this **Schedule Three**, this account must specify:
 - (a) as a debit, the volume of Snowy River Increased Flows each Water Year up to the third anniversary of the Corporatisation Date; and
 - (b) as a credit, the volume of the Snowy River Annual Allocation allocated to the Mowamba Borrowings Account each Water Year;
- (2) **Snowy River Increased Flows.** This account must specify:
 - (a) as a debit, the volume of Snowy River Increased Flows each Water Year after the third anniversary of the Corporatisation Date; and
 - (b) as a credit, the volume of the Snowy River Annual Allocation allocated to the Snowy River Increased Flows each Water Year;
- (3) **Snowy-Murray Development.** This account must specify the volume of water that the Licensee transfers to Above Target Water in the Snowy-Murray Development under **clause 1.2** of this **Schedule Three**; and
- (4) **Snowy Montane Rivers Increased Flows.** This account must specify the volume of Snowy Montane Rivers Increased Flows made in accordance with **Parts Five** and **Six** of this **Schedule Three**.

4. MINISTERIAL CORPORATION TO NOTIFY LICENSEE

4.1 Ministerial Corporation to Notify Licensee of Water Accounting Adjustments

Not later than 13 February each year, the Ministerial Corporation must give notice to the Licensee stating:

- (1) the reduction in the Required Annual Release for the Snowy-Murray Development being the volume of the Snowy-Murray Development Annual Allocation;
- (2) the reduction in the Required Annual Release for the Snowy-Tumut Development being the volume of the Snowy-Tumut Development Annual Allocation;
- (3) the amount by which the Mowamba Borrowings Account is to be credited, being the volume of the Snowy River Annual Allocation allocated to the Mowamba Borrowings Account;
- (4) the volume of the Snowy River Increased Flows being the volume of the Snowy River Annual Allocation allocated to the Snowy River Increased Flows;

- (5) the volume to be transferred to Above Target Water in the Snowy-Murray Development being the volume of the River Murray Annual Allocation;
- (6) the proposed apportionments of the Environmental Entitlements as between Snowy River Increased Flows and River Murray Increased Flows for the following Water Year; and
- (7) the volume of the Snowy-Murray Development Designated Entitlement and the Snowy-Tumut Development Designated Entitlement.

4.2 Licensee to Monitor and Keep a Record of Releases

The Licensee must monitor and keep a record of the volumes of water released under this **Schedule Three**.

PART TWO: SNOWY RIVER INCREASED FLOWS GENERALLY

5. ENVIRONMENTAL OBJECTIVES FOR SNOWY RIVER INCREASED FLOWS

5.1 Environmental Objectives of the Governments

The objectives of the Snowy River Increased Flows is to improve the habitat for a diverse range of plant and animal species through a combination of:

- (1) improving the temperature regime of river water;
- (2) achieving channel maintenance and flushing flows within rivers;
- (3) restoring connectivity within rivers for migratory species and for dispersion;
- (4) improving triggers for fish spawning; and
- (5) improving the aesthetics of currently degraded riverine environments.

6. LICENSEE TO CONSTRUCT OUTLET AT JINDABYNE DAM

6.1 Licensee To Construct Outlet At Jindabyne Dam

By no later than the third anniversary of the Corporatisation Date, the Licensee must construct an outlet at Jindabyne Dam that is capable of releasing water from above the thermocline.

6.2 Outlet Specifications

The outlet constructed by the Licensee under **clause 6.1** of this **Schedule Three** must be of sufficient size to enable a flow rate of at least 5 GL per day in addition to the capacity of the spillway gates.

6.3 Where Licensee Does Not Construct Outlet by Due Date

If the Licensee has not constructed an outlet at Jindabyne Dam by the third anniversary of the Corporatisation Date, the Licensee must:

- (1) target to release from the Mowamba River and Cobbon Creek aqueducts into the Snowy River as far as possible the same volume of water that would otherwise have been allocated from Jindabyne Dam to Snowy River Increased Flows; and
- (2) store within the Snowy Scheme that volume of water that:
 - (a) would otherwise have been allocated from Jindabyne Dam to the Snowy River Increased Flows until the date of commissioning of that outlet; and
 - (b) was not released by the Licensee by way of substitute releases referred to in **subclause 6.3(1)** of this **Schedule Three**,

and, from the date of commissioning of that outlet, must release that volume of stored water in addition to the then applicable Snowy River Increased Flows.

6.4 Cost of Construction of Fish Ladders

If, under Law, the construction of the outlet at Jindabyne Dam must include the construction of fish ladders on that Dam, the Ministerial Corporation must deduct from the volume of Snowy Montane Rivers Increased Flows to be made in that subsequent period a volume that in terms of its GWh equivalent is the same as the cost to the Licensee of constructing, operating and maintaining those fish ladders.

7. DATE OF COMMENCEMENT OF SNOWY RIVER INCREASED FLOWS

7.1 Ministerial Corporation to Notify the Licensee

The Ministerial Corporation must by notice in writing to the Licensee require the Licensee to commence Snowy River Increased Flows.

7.2 Date of Commencement

The Licensee must operate the Works as follows:

- (1) **from the date that is seven days after the date of giving of the notice by the Ministerial Corporation under clause 7.1 of this Schedule Three until the third anniversary of the Corporatisation Date**: so as to make Snowy River Increased Flows under **Part Three** of this **Schedule Three**; and
- (2) **after the later of the third anniversary of the Corporatisation Date and the date of commissioning of the outlet referred to in clause 6 of this Schedule Three**: so as to make Snowy River Increased Flows under **Part Four** of this **Schedule Three**.

7.3 Provision Where Snowy River Annual Allocation Exceeds Balance in Mowamba Borrowings Account During First Three Years

If, with respect to any Water Year occurring prior to the third anniversary of the Corporatisation Date, the volume of the Snowy River Annual Allocation exceeds the debit balance in the Mowamba Borrowings Account, the Licensee must in addition to the releases to be made by the Licensee during that Water Year under **subclause 7.2(1)** of this **Schedule Three**:

- (1) target to release into the Snowy River as far as possible the volume of that excess; and
- (2) store within the Snowy Scheme the portion (if any) of that excess that it was not able to release and then in subsequent Water Years release that volume of stored water in addition to the then applicable Snowy River Increased Flows.

PART THREE: SNOWY RIVER INCREASED FLOWS FROM MOWAMBA RIVER AND COBBON CREEK

8. SNOWY RIVER INCREASED FLOWS FROM MOWAMBA RIVER AND COBBON CREEK

8.1 Licensee to Target Snowy River Increased Flows

Subject to the other provisions of this **Schedule Three**, the Licensee must operate the Works so as to allow a volume of water to pass the Mowamba River and Cobbon Creek aqueducts into the Snowy River in addition to the Base Passing Flow.

9. VOLUME OF INCREASED FLOWS

9.1 Volume

Each Water Year until the third anniversary of the Corporatisation Date, the Licensee must make Snowy River Increased Flows under this **Part Three** of **Schedule Three** up to a maximum volume of 38 GL.

10. MOWAMBA BORROWINGS ACCOUNT

10.1 Debit to Mowamba Borrowings Account

Each Water Year prior to the third anniversary of the Corporatisation Date the Licensee must debit the Mowamba Borrowings Account by:

- (1) the volume of the Snowy River Increased Flows referred to in **clause 9** of this **Schedule Three** during that Water Year; or
- (2) 38 GL,

whichever is the lesser volume.

10.2 Allocation of Mowamba Borrowings Account Balance to the Developments

Despite any other provision in this Licence, the volumes of water both debited and credited to the Mowamba Borrowings Account are to be apportioned 50:50 to each Development.

PART FOUR: SNOWY RIVER INCREASED FLOWS TARGETED FROM JINDABYNE DAM

11. LICENSEE TO TARGET SNOWY RIVER INCREASED FLOWS FROM JINDABYNE DAM

11.1 Licensee to Target Snowy River Increased Flows from Jindabyne Dam

Subject to the other provisions of this **Schedule Three**, the Licensee must operate the Works so as to target releases from Jindabyne Dam in accordance with this **Part Four** of **Schedule Three**.

12. OBLIGATIONS OF THE LICENSEE WITH RESPECT TO RELEASES FROM JINDABYNE DAM

12.1 Obligations of the Licensee With Respect to Releases From Jindabyne Dam

Each Water Year the Licensee must:

- (1) **Annual Volumes:** target releases of water from Jindabyne Dam that in total are within 10 percent of the volume of the Snowy River Annual Allocation allocated to the Snowy River Increased Flows for that Water Year;
- (2) **Monthly Volumes:** use reasonable endeavours to target releases of water from Jindabyne Dam in Monthly volumes that are within 20 percent of the Monthly volumes specified in the Annual Water Operating Plan for that Water Year; and
- (3) **Daily Volumes:** use reasonable endeavours to target releases of water from Jindabyne Dam in daily volumes that are within:
 - (a) 20 percent of the daily volumes notified by the Ministerial Corporation under **clauses 14** and **15** of this **Schedule Three**; or
 - (b) 50 megalitres of the daily volumes notified by the Ministerial Corporation under **clauses 14** and **15** of this **Schedule Three**,

whichever is the greater volume.

12.2 Assessing Compliance by the Licensee

Compliance by the Licensee with the obligations referred to in **clause 12.1** of this **Schedule Three** is determined:

- (1) **with respect to all of the obligations:** once within 45 days of the conclusion of each Water Year; and
- (2) **with respect to the obligations relating to daily and Monthly releases:** having regard to all of the daily releases and Monthly releases respectively made by the Licensee from Jindabyne Dam over the whole of the relevant Water Year.

12.3 Maximum of One Breach per Water Year

For the avoidance of doubt, **clauses 12.1 and 12.2** of this **Schedule Three** are intended to operate together so that if the Licensee fails to comply with its obligations under those clauses, the Licensee breaches its obligations referred to in this **Part Four** of **Schedule Three** only once per Water Year.

12.4 Override Provision

Despite any other provision in this **Schedule Three**, the Ministerial Corporation and the Licensee may agree to vary the volume of water targeted for release from Jindabyne Dam.

13. MONTHLY RELEASE VOLUMES TO BE TARGETED FROM JINDABYNE DAM

13.1 Ministerial Corporation to Provide Licensee With Monthly Release Volumes

The Ministerial Corporation may, by notice in writing to the Licensee given not later than 13 February each year, require the Licensee to target for release from Jindabyne Dam during each Month of the following Water Year the Monthly volumes specified in the notice.

13.2 Limits on Total Monthly Volumes

The total of the Monthly volumes specified in any notice referred to in **clause 13.1** of this **Schedule Three** must not exceed the Snowy River Annual Allocation allocated to the Snowy River Increased Flows for that Water Year.

13.3 Default Monthly Release Volumes

If by 13 February in any year the Ministerial Corporation has not submitted to the Licensee the volumes of water that the Licensee must target for release from Jindabyne Dam for each Month of the next Water Year, the Licensee must target for release from Jindabyne Dam for each Month of that next Water Year the percentage of the Snowy River Annual Allocation allocated to the Snowy River Increased Flows for that Water Year as follows:

Month	% of Snowy River Annual Allocation allocated to the Snowy River Increased Flows for that Water Year
January	2.6
February	3.3
March	1.9
April	2.8
May	3.8
June	6.5
July	7.7
August	9.2
September	20.4
October	24.5
November	11.8
December	5.5
TOTAL	100

13.4 Draft Annual Water Operating Plan to Include Monthly Release Volumes

The Licensee must incorporate into each draft Annual Water Operating Plan proposed by the Licensee volumes of water that the Licensee must target for release from Jindabyne Dam for each Month of the relevant Water Year being either:

- (1) the Monthly volumes notified by the Ministerial Corporation referred to in **clause 13.1** of this **Schedule Three**; or
- (2) the Monthly volumes calculated in accordance with **clause 13.3** of this **Schedule Three**,

whichever is applicable.

14. DAILY RELEASE VOLUMES TO BE TARGETED FROM JINDABYNE DAM

14.1 Ministerial Corporation to Notify Licensee of Daily Release Volumes

The Ministerial Corporation may, by notice in writing to the Licensee given not less than six Business Days prior to the commencement of each Month, require the Licensee to target for release from Jindabyne Dam on each day of the following Month the volumes specified in the notice.

14.2 Limits on Daily Volumes

With respect to the daily volumes specified in any notice referred to in **clause 14.1** of this **Schedule Three**:

- (1) those volumes must not in total exceed the applicable Monthly release volume; and
- (2) subject to the provisions referred to in **clause 15** of this **Schedule Three**, each daily volume must not exceed 5 GL.

14.3 Content of Notice

Each notice referred to in **clause 14.1** of this **Schedule Three** must include:

- (1) maximum rate of increase and decrease of those daily volumes; and
- (2) maximum flow rates.

14.4 Default Daily Release Volumes

If with respect to any Month the Ministerial Corporation does not give to the Licensee a notice referred to in **clause 14.1** of this **Schedule Three** within the time specified in that clause, the Licensee must in the relevant Month target for release from Jindabyne Dam the applicable Monthly release volume in equal daily volumes.

15. ACHIEVING FLUSHING FLOWS

15.1 Application of this Clause

This **clause 15** of this **Schedule Three** applies:

- (1) only with respect to Water Years where the volume of the Snowy River Annual Allocation allocated to the Snowy River Increased Flows exceeds 100 GL; and
- (2) in addition to the provisions referred to in **clause 14** of this **Schedule Three**.

15.2 Water Operations for Jindabyne Dam

Despite any other provision in this Licence, a requirement under this **clause 15** of this **Schedule Three** that the Licensee operates the Works so as to target Flushing Flows is a requirement on the Licensee to operate the Works so as to target those Flows provided that the Licensee must not operate the Works to more than a 10% risk of spill from Jindabyne Dam.

15.3 Flushing Flows

- (1) For the purposes of this **clause 15**, “Flushing Flow” means a daily release targeted by the Licensee from Jindabyne Dam that exceeds 5 GL.
- (2) Despite any other provision in this Licence, the Ministerial Corporation may only require the Licensee to target Flushing Flows during spring.

15.4 Ministerial Corporation to Notify Licensee of Flushing Flows

The Ministerial Corporation may:

- (1) with respect to any Water Year where the volume of the Snowy River Annual Allocation allocated to the Snowy River Increased Flows exceeds 100 GL; and
- (2) by notice in writing given to the Licensee not later than 13 February in the prior Water Year,

require the Licensee to include in its draft Annual Water Operating Plan the strategy for achieving Flushing Flows set out in the notice.

15.5 Requirements With Respect to Strategy for Flushing Flows

Any strategy for achieving Flushing Flows set out in a notice referred to in **clause 15.4** of this **Schedule Three** must specify:

- (1) the conditions under which a Flushing Flow is to be released during the relevant Water Year;
- (2) the volume of the Flushing Flow;
- (3) the mechanism by which the Licensee must accumulate sufficient water in Lake Jindabyne to enable it to make the Flushing Flow; and
- (4) a contingency release plan specifying the carry over objectives and mechanisms for the management by the Licensee of the water accumulated in Lake Jindabyne if the conditions under which a Flushing Flow is to be released during the relevant Water Year are not met.

15.6 Ministerial Corporation and Licensee to Co-operate to Achieve Flushing Flows

- (1) The Ministerial Corporation and the Licensee must co-operate to achieve Flushing Flows in accordance with each strategy referred to in **clause 15.4** of this **Schedule Three**.
- (2) That co-operation must include the Licensee notifying the Ministerial Corporation of storage volumes and the rate of change of storage with a frequency that permits effective planning for the release of the Flushing Flows.

15.7 Ministerial Corporation to Prepare Safety Management Plan

- (1) The Ministerial Corporation must prepare and keep current a safety management plan that addresses the legal obligations (if any) of both the Ministerial Corporation and the Licensee with respect to public safety, damage to third party property and occupational health and safety in connection with the release of Flushing Flows.
- (2) Each notice given by the Ministerial Corporation under **clause 15** of this **Schedule 3** must be given in accordance with that safety management plan.

16. SNOWY RIVER INCREASED FLOWS AND LAKE JINDABYNE

16.1 Accounting for Increased Jindabyne Spill

- (1) If as a result of a notice given by the Ministerial Corporation to the Licensee under **clause 14.1** of this **Schedule Three**:
- (a) in any Month the Licensee releases from Jindabyne Dam the applicable Monthly release volume other than in equal daily release volumes (allowing for increases and decreases of volumes during the two days either side of the beginning and end of each Month to reflect differences in the Monthly apportionments applicable to consecutive Months); and
 - (b) the Licensee must implement water operation arrangements that result in an increase in the volume or frequency of spills from Jindabyne Dam compared to the volume and frequency of those spills under water operations that achieve a uniform daily distribution of releases (again allowing for increases and decreases of volumes during the two days either side of the beginning and end of each Month to reflect differences in the Monthly apportionments applicable to consecutive Months),
- then:
- (c) those increased spills are to be accounted for as a borrow against the total volume of Snowy River Increased Flows to be made in the following Water Years up to the lesser of:
 - (i) the volume of the actual incremental spill; or
 - (ii) the balance of the Snowy River Increased Flows to be made in the current Water Year (for the avoidance of doubt, the volume borrowed is not to include the volume of any releases made by the Licensee during that Water Year prior to the relevant spill),first against the total volume of Snowy River Increased Flows to be made in the following Water Year and second, if agreed between the Ministerial Corporation and the Licensee, against the total volume of Snowy River Increased Flows to be made in subsequent Water Years; and
 - (d) the daily release volumes for the remainder of the current Water Year are to be the lesser of:
 - (i) the daily volumes specified in notices given by the Ministerial Corporation under **clause 14.1** of this **Schedule Three**; or
 - (ii) the estimated natural flow calculated as an average over the preceding seven days.
- (2) For the avoidance of doubt, the provisions of this **clause 16.1** do not apply where the Licensee is required to make equal Monthly releases from Jindabyne Dam.

16.2 Jindabyne Spills and Dry Inflow Sequences

Where the Licensee holds the level of Lake Jindabyne higher to target releases from Jindabyne Dam in accordance with the provisions in this **Schedule Three** than it would otherwise have held that level in the absence of those requirements, any additional spills caused by those requirements are to be taken into account under the dry inflow sequence provisions in **clause 8 of Schedule Four** to this Licence.

PART FIVE: SNOWY MONTANE RIVERS INCREASED FLOWS GENERALLY

17. SNOWY MONTANE RIVERS INCREASED FLOWS

17.1 Licensee to Target Snowy Montane Rivers Increased Flows

Subject to the other provisions of this **Schedule Three**, the Licensee must operate the Works so as to make Snowy Montane Rivers Increased Flows along the rivers and in the volumes referred to in **Schedule Three** in addition to the Base Passing Flow.

18. ENVIRONMENTAL OBJECTIVES FOR SNOWY MONTANE RIVERS INCREASED FLOWS

18.1 Environmental Objectives of the Governments

The objectives of the Snowy Montane Rivers Increased Flows are, in order of priority:

- (1) to protect endangered/ threatened species;
- (2) to maintain natural habitats; and
- (3) to maintain wilderness and national parks values.

18.2 Objectives of Increased Flows Along Each River

For each river along which Snowy Montane Rivers Increased Flows are to be made, the Governments will:

- (1) determine a set of objectives for those Snowy Montane Rivers Increased Flows together with associated performance measures; and
- (2) prepare a riverine management strategy that includes provision for the management of:
 - (a) habitat;
 - (b) native plant and animal species;
 - (c) introduced plant and animal species; and
 - (d) river banks.

19. MODIFICATION OF WORKS TO ALLOW INCREASED FLOWS

19.1 How Snowy Montane Rivers Increased Flows are to be Made

The Licensee must make the Snowy Montane Rivers Increased Flows by modifying the Works along the applicable Snowy Montane Rivers to increase the amount of non-regulated flow.

19.2 Modifications to be Agreed By Water Consultation and Liaison Committee

If the Licensee is required under this **Part Five** of this **Schedule Three** to modify a Work except Tantangara Dam, the Licensee must consult with and consider the advice of the Water Consultation and Liaison Committee prior to implementing that modification.

19.3 Modifications to Works

Despite any other provision in this **Schedule Three**:

- (1) where a provision in this **Schedule Three** may otherwise require all of the natural flow to pass a Work to achieve the relevant Snowy Montane Rivers Increased Flow, the Licensee is not required to remove the relevant Work but rather to comply with that provision to the maximum extent possible without removal of the Work;
- (2) where:
 - (a) the Licensee must modify a work to comply with the provisions of this **Part Five** of **Schedule Three**; and
 - (b) under Law, that modification must include the construction of fish ladders on the modified Work,

the Ministerial Corporation must deduct from the volume of Snowy Montane Rivers Increased Flows to be made in that subsequent period a volume that in terms of its GWh equivalent is the same as the cost to the Licensee of constructing, operating and maintaining those fish ladders; and
- (3) no provision in this **Part Five** of **Schedule Three** obliges the Licensee to carry out major structural changes to a Work or the installation of a new Work except with respect to Tantangara Dam.

20. LICENSEE TO CONSTRUCT OUTLET AT TANTANGARA DAM

20.1 Licensee to Construct Outlet at Tantangara Dam

Subject to **clause 6.1** of this Licence, by no later than the third anniversary of the Corporatisation Date the Licensee must construct an outlet at Tantangara Dam that is capable of releasing water from above the thermocline.

20.2 Outlet Specifications

The outlet constructed by the Licensee under **clause 20.1** of this **Schedule Three** must be sufficient size to enable a flow rate of at least 2 GL per day.

21. DATE OF COMMENCEMENT OF SNOWY MONTANE RIVERS INCREASED FLOWS

21.1 Date of Commencement

The Licensee must operate the Works so as to make Snowy Montane Rivers Increased Flows:

- (1) **with respect to releases from Tantangara Dam:** from the date of commissioning of the outlet referred to in **clause 20** of this **Schedule Three**; and
- (2) **otherwise:** subject to **clause 6.1** of this Licence, from the first anniversary of the Corporatisation Date.

22. VOLUME OF INCREASED FLOWS

22.1 Maximum Volume of Increased Flows

Each Water Year the Licensee must make Snowy Montane Rivers Increased Flows up to the following maximum volumes:

- (1) **during the period from the first anniversary of the Corporatisation Date until the Water Year with respect to which the Snowy River Apportioned Entitlement first totals or exceeds 142 GL:** the volume of water equivalent to forgone electricity generation of 100 GWh per annum calculated by reference to the schedule set out in **Table One** (with a pro-rata volume to apply during the period from the first anniversary of the Corporatisation Date until the end of the Water Year in which that first anniversary occurs); and
- (2) **from and including the Water Year with respect to which the Snowy River Apportioned Entitlement first totals or exceeds 142 GL:** the volume of water equivalent to forgone electricity generation of 150 GWh per annum calculated by reference to **Table One**.

22.2 Increased Flows to Be Made Proportionally with Snowy River Increased Flows

- (1) The Ministerial Corporation acknowledges that **Table One** was developed prior to the date of this Licence and reflects their expectations as to the volumes each Water Year of the Snowy River Annual Allocation.
- (2) Subject to **clause 22.3** of this **Schedule Three** and despite **Table One**, each Water Year the Licensee must target that volume of Snowy Montane Rivers Increased Flow such that the volume of targeted flow as a proportion of the applicable volume stated in **clause 22.1** of this **Schedule Three** is the same or as close as practicable to the volume of targeted Snowy River Increased Flows during that Water Year as a proportion of the applicable maximum volume for those Increased Flows.

22.3 Volume of Increased Flows

For the purposes of this Licence, the volume of Snowy Montane Rivers Increased Flows made by the Licensee each Water Year is calculated by reference to the annual volume in the Snowy Montane Rivers downstream of the relevant Works prior to the Corporatisation Date.

23. AMENDMENTS TO TABLE ONE

23.1 Amendments to Table One

Subject to **clauses 23.2, 23.3 and 23.4**, not more than once between every fifth anniversary of the operative date referred to in **subclause 21.1(1)** of this **Schedule Three** the Ministerial Corporation may amend **Table One**.

23.2 Limits on Amendments to Table One

In amending **Table One** under **clause 23.1** of this **Schedule Three**, the Ministerial Corporation must:

- (1) have regard to the objectives of the Snowy Montane Rivers Increased Flows referred to in **clause 18.1** of this **Schedule Three**;
- (2) have regard to the objectives of Snowy Montane Rivers Increased Flows in each relevant river as determined under **clause 18.2** of this **Schedule Three**;
- (3) have regard to the inflow-diversion relationship for each relevant Work prepared by the Licensee;
- (4) have regard to the estimated total volume of Snowy Montane Rivers Increased Flows under **clause 22** of this **Schedule Three** for the following period of three Water Years;
- (5) aim to minimise the number of rivers and Works from which Snowy Montane Rivers Increased Flows are to be made;
- (6) base any changes on the benefits of the changes given the objectives of the Snowy Montane Rivers Increased Flows referred to in **clause 18.1** of this **Schedule Three**;
- (7) deduct from the volume of Snowy Montane Rivers Increased Flows to be made in that subsequent period a volume that in terms of its GWh equivalent is the same as the cost to the Licensee of varying the combination of rivers and Works; and
- (8) **stranded assets**: with respect to the allocation of the total flows between individual Works, consider the economic efficiency of each proposed allocation having regard to the Cost to the Licensee of maintaining a Work relative to the flow regulated by that Work after the Snowy Montane Rivers Increased Flows are targeted from that Work.

23.3 Amendments and Riverine Management Strategies

The Ministerial Corporation cannot amend **Table One** by inserting a reference to a particular river unless it has already prepared a riverine management strategy for that river.

23.4 Amendments Where There is Harm to Native Species

- (1) If there is scientific evidence that Snowy Montane Rivers Increased Flows along a particular river or combination of rivers harm native species, the Ministerial Corporation may at any time amend **Table One** by deleting a reference to that river or combination of rivers.
- (2) If the reference to a river or combination of rivers is deleted from **Table One** under **subclause 23.4(1)** of this **Schedule Three**, the Ministerial Corporation may at the same time amend the combination of rivers referred to in **Table One** either by:
 - (a) increasing the volume of Snowy Montane Rivers Increased Flows to be made along another river or combination of rivers already referred to in **Table One**; or
 - (b) inserting into **Table One** a reference to a volume of Snowy Montane Rivers Increased Flows to be made along a river or combination of rivers not already referred to in **Table One**,

in either case only up to the maximum volume equivalent to the then applicable GWh per annum limit of forgone electricity generation (taking into account **subclause 22.2(2)** of this **Schedule Three**).

- (3) If the combination of rivers referred to in **Table One** is varied under **subclause 23.4(1)** of this **Schedule Three**, the Licensee is not required to commence making the relevant Snowy Montane Rivers Increased Flows until a reasonable time after the effective date of the relevant notice referred to in **clause 23.5** of this **Schedule Three** to allow for modifications to the relevant Work or combination of Works.

23.5 Ministerial Corporation to Notify the Licensee

The Ministerial Corporation must by notice in writing to the Licensee require the Licensee to make the Snowy Montane Rivers Increased Releases from the amended combination of rivers notified by the Ministerial Corporation.

23.6 When Notice takes Effect

A notice given by the Ministerial Corporation under **clause 23.5** of this **Schedule Three** is effective:

- (1) if given before 1 November in a Water Year: from the commencement of the next Water Year unless a later date is agreed by the Water Consultation and Liaison Committee; or
- (2) otherwise: from the commencement of the Water Year occurring next after the Water Year referred to in **subclause 23.6(1)** of this **Schedule Three**.

23.7 Licensee to Make Snowy Montane Rivers Increased Flows in Accordance with Notified Combination of Works

From the date that the notice given by the Ministerial Corporation under **clause 23.5** of this **Schedule Three** is effective, the Licensee must make the Snowy Montane Rivers Increased Flows along the amended combination of rivers in accordance with the amended combination of rivers set out in the notice.

PART SIX: SNOWY MONTANE RIVERS INCREASED FLOWS TARGETED FROM TANTANGARA DAM**24. LICENSEE TO TARGET SNOWY MONTANE RIVERS INCREASED FLOWS FROM TANTANGARA DAM****24.1 Licensee to Target Snowy Montane Rivers Increased Flows from Tantangara Dam**

Subject to the other provisions of this **Schedule Three**, the Licensee must operate the Works so as to target releases from Tantangara Dam in accordance with this **Part Six** of **Schedule Three**.

25. OBLIGATIONS OF THE LICENSEE WITH RESPECT TO RELEASES FROM TANTANGARA DAM**25.1 Obligations of the Licensee With Respect to Releases From Tantangara Dam**

Each Water Year the Licensee must:

- (1) **Annual Volumes:** target releases of water from Tantangara Dam that in total are within 10 percent of the volume of the Snowy Montane Rivers Annual Allocation allocated to Tantangara Dam under **clause 22** of this **Schedule Three** for that Water Year; and
- (2) **Monthly volumes:** use reasonable endeavours to target releases of water from Tantangara Dam in Monthly volumes that are within 20 percent of the Monthly volumes specified in the Annual Water Operating Plan for the Water Year.

25.2 Assessing Compliance by the Licensee

Compliance by the Licensee with the obligations referred to in **clause 25.1** of this **Schedule Three** is determined:

- (1) **with respect to all of the obligations:** once within 45 days of the conclusion of each Water Year; and
- (2) **with respect to the obligations relating to Monthly releases:** having regard to all of the Monthly releases made by the Licensee from Tantangara Dam over the whole of the relevant Water Year.

25.3 Maximum of One Breach per Water Year

For the avoidance of doubt, **clauses 25.1** and **25.2** of this **Schedule Three** are intended to operate together so that if the Licensee fails to comply with its obligations under those clauses, the Licensee breaches its obligations referred to in this **Part Six** of **Schedule Three** only once per Water Year.

25.4 Override Provision

Despite any other provision in this **Schedule Three**, the Ministerial Corporation and the Licensee may agree to vary the volume of water targeted for release from Tantangara Dam.

26. MONTHLY RELEASE VOLUMES TO BE TARGETED FROM TANTANGARA DAM

26.1 Ministerial Corporation to Provide Licensee With Monthly Release Volumes

The Ministerial Corporation may, by notice in writing to the Licensee given not later than 13 February each year, require the Licensee to target for release from Tantangara Dam during each Month of the following Water Year the Monthly volumes specified in the notice.

26.2 Limits on Total Monthly Volumes

The total of the 12 Monthly volumes specified in any notices referred to in **clause 26.1** of this **Schedule Three** must not exceed the volume of the Snowy Montane Rivers Annual Allocation allocated to Tantangara Dam under **clause 22** of this **Schedule Three**.

26.3 Default Monthly Release Volumes

If by 13 February in any year the Ministerial Corporation has not submitted to the Licensee the volumes of water that the Licensee must target for release from Tantangara Dam for each Month of the next Water Year, the Licensee must target for release from Tantangara Dam the Snowy Montane Rivers Annual Allocation allocated to Tantangara Dam under **clause 22** of this **Schedule Three** in equal Monthly volumes.

26.4 Draft Annual Water Operating Plan to Include Monthly Release Volumes

The Licensee must incorporate into each draft Annual Water Operating Plan proposed by the Licensee, the volumes of the water releases that the Licensee must target for release from Tantangara Dam for each Month of the relevant Water Year being either:

- (1) the Monthly volumes notified by the Ministerial Corporation referred to in **clause 26.1** of this **Schedule Three**; or
- (2) the Monthly volumes calculated in accordance with **clause 26.3** of this **Schedule Three**,

whichever is applicable.

27. WHEN THE LICENSEE IS RELIEVED FROM TARGETING SNOWY MONTANE RIVERS INCREASED FLOWS FROM TANTANGARA DAM**27.1 Application of this Clause**

This **clause 27** of this **Schedule Three** applies despite any other clause in this **Schedule Three**.

27.2 Ministerial Corporation to Notify Licensee of Strategy

The Ministerial Corporation may, by notice in writing given to the Licensee not later than 13 February in the relevant year, require the Licensee to include in its draft Annual Water Operating Plan a strategy for varying releases targeted from Tantangara Dam during periods of low inflow into Tantangara Dam.

27.3 Requirements With Respect to Varying the Strategy

Any strategy for varying releases targeted from Tantangara Dam during periods of low inflow into Tantangara Dam set out in a notice referred to in **clause 27.2** of this **Schedule Three** must specify:

- (1) the conditions under which the volume of Monthly releases from Tantangara Dam are to be varied;
- (2) the mechanism by which the Licensee may calculate the varied Monthly volumes; and
- (3) a contingency release plan specifying the carry over objectives and mechanisms for the management by the Licensee of the water accumulated in Tantangara Reservoir if the Licensee is to carry over a volume of water into the next Water Year (that volume not to exceed the Snowy Montane Rivers Annual Allocation allocated to Tantangara Dam under **clause 22** of this **Schedule Three**).

TABLE ONE: GWH CONVERSION OF GLs FORGONE ON SNOWY MONTANE RIVERS

Years (being consecutive complete Water Years after the Corporatisation Date)	1		2		3		4		5		6		7		Totals		8		9		10		Increased Flow in reach		
	GWHr	GL	GWHr	GL	GWHr	GL	GWHr	GL	GWHr	GL	GWHr	GL	GWHr	GL	GWHr	GL	GWHr	GL	GWHr	GL	GWHr	GL			
Murrumbidgee River	1.94						9.7	5	38.8	20	38.8	20	52.4	27	52.4	27	52.4	27	52.4	27	52.4	27	27	30%	
Goodradigbee River	1.94	14.2	7	14.2	7	14.2	7	14.2	7	19.4	10	19.4	10	23.3	12	23.3	12	23.3	12	23.3	12	23.3	12	12	78%
Geehi River	1.85																9.25	5	22.2	12	36.6	20	19.8	19%	
Snowy River Gungarlin	0.71												4.3	6	4.3	6	17.8	25	17.8	25	20.6	29	29	13%	
Snowy River Perisher/ Rams Flat	0.57			0.0	0	0.0	0	0.0	0	14.3	25	14.3	25	14.3	25	14.3	25	17.1	30	17.1	30	17.1	30	30	20%
		14.2	7	14.2	7	14.2	7	23.9	12	72.5	55	72.5	55	94.2	70	94.2	70	119.85	99	132.8	106	150.0	118		

Schedule 4: WATER RELEASE REQUIREMENTS

1. INTERPRETATION

1.1 Interpretation

In this **Schedule Four** references to volumes are references to:

- (1) commencement of Month volumes; and
- (2) volumes in GL.

2. THE SNOWY SCHEME AND THE RIVER MURRAY

2.1 Water Available to the Snowy-Murray Development

In this **Schedule Four**, “Water Available to the Snowy-Murray Development” means:

	Water of the Upper Snowy River regulated by the Snowy Scheme
PLUS	water of the Geehi River and Bogong Creek regulated by the Snowy Scheme
PLUS	any Snowy Notional Spill from the Snowy-Tumut Development to the Snowy-Murray Development
PLUS	the transfer from the Snowy-Tumut Development to the Snowy-Murray Development of any Snowy-Tumut Development Annual Allocation
PLUS	4.5 GL per Water Year transferred from the Snowy-Tumut Development to the Snowy-Murray Development
PLUS	half of the balance of the Mowamba Borrowings Account
MINUS	any Snowy Notional Spill from the Snowy-Murray Development to the Snowy-Tumut Development

3. THE SNOWY SCHEME AND THE MURRUMBIDGEE RIVER

3.1 Water Available to the Snowy-Tumut Development

In this **Schedule Four**, “Water Available to the Snowy-Tumut Development” means:

Water of the Eucumbene River, the Tooma River, the Upper Murrumbidgee River and the Upper Tumut River regulated by the Snowy Scheme

- PLUS** any Snowy Notional Spill from the Snowy-Murray Development to the Snowy-Tumut Development
- MINUS** half of the balance of the Mowamba Borrowing Account
- MINUS** any Snowy Notional Spill from the Snowy-Tumut Development to the Snowy-Murray Development
- MINUS** the transfer from the Snowy-Tumut Development to the Snowy-Murray Development of the Snowy-Tumut Development Annual Allocation
- MINUS** 4.5 GL per Water Year transferred from the Snowy-Tumut Development to the Snowy-Murray Development

4. PRESERVATION OF CATCHMENT BASED SHARING OF INFLOWS

4.1 Preservation of Catchment Based Sharing of Inflows

Subject to the provisions in **Schedule Three** and the other provisions of this **Schedule Four**, the Licensee must operate the Works so as to release:

- (1) **Snowy-Murray Development:** the Water Available to the Snowy-Murray Development to the catchment of the River Murray upstream of Hume Dam and, where required under **Schedule Three**, to the Snowy River; and
- (2) **Snowy-Tumut Development:** the Water Available to the Snowy-Tumut Development to either or both of the Tumut River catchment and/ or the Murrumbidgee River catchment.

5. ACCOUNTING FOR WATER RELEASES

5.1 Accounting for Snowy-Murray Development Water Releases

For the purposes of this Licence, water releases from the Snowy-Murray Development to the catchment of the River Murray upstream of Hume Dam are to be accounted as:

- (1) water releases as at Murray 1 Power Station; and
- (2) any water that would have passed through the Murray 1 Power Station but does not:
 - (a) for operational reasons; or

- (b) because it is released from the Snowy Scheme as Snowy Montane Rivers External Increased Flows,

and flows into the catchment of the River Murray upstream of Hume Dam.

5.2 Accounting for Snowy-Tumut Development Water Releases

For the purposes of this Licence, water releases from the Snowy-Tumut Development are to be accounted as:

- (1) Net Jounama Releases; and
- (2) any water that would have passed through the Tumut 1 Power Station but does not:
- (a) for operational reasons; or
- (b) because it is released from the Snowy Scheme as Snowy Montane Rivers External Increased Flows,

and flows into either or both of the Tumut and Murrumbidgee River catchments.

EXPLANATORY NOTE

The formulae contained in the following **clauses 6 and 7** of this **Schedule Four** were developed from the principle that for each Water Year the minimum volume of water to be released by the Licensee from each Development is to be calculated by reference to the extractive commitments in the relevant river valleys minus the known resources in that valley under Baseline Conditions.

That is, for each Development, the total volume of water to be released by the Licensee from that Development in a Water Year minus the volume already released by the Licensee from that Development during that Water Year is equal to the total extractive commitments in the relevant valley minus the commitments already supplied within that valley minus the known resources for that valley.

6. RELAXATION VOLUME: SNOWY-MURRAY DEVELOPMENT

6.1 Relaxation Volume: Snowy-Murray Development

During each Water Year the Licensee must, at the commencement of each Month, calculate the Relaxation Volume for the Snowy-Murray Development according to the following formula:

$$RV = 1,062 - (RR + FR) + (ASH + ASD + ASLV + ASML + EI + U) - SR - AA$$

where $0 \leq RV \leq 262$ and:

RV = The Relaxation Volume for the Snowy-Murray Development as

-
- at the commencement of the relevant Month
- RR =** 4,560 GL being 100 percent of the sum of New South Wales and Victorian entitlements for extraction from the River Murray
- FR =** Remaining fixed requirements being the sum of:
- (a) the South Australian entitlement set out in **Table 1 Column 1**;
 - (b) transmission and evaporation losses set out in **Table 1 Column 2**;
 - (c) the Victorian reserve set out in **Table 1 Column 3**;
 - (d) the New South Wales reserve set out in **Table 1 Column 4**;
 - (e) the mandatory reserve set out in **Table 1 Column 5**; and
 - (f) South Australian dilution flows set out in **Table 1 Column 6**
- ASH =** The active storage in Hume Reservoir as at the end of the previous Month calculated under Baseline Conditions
- ASD =** The active storage in Dartmouth Reservoir as at the end of the previous Month calculated under Baseline Conditions.
- ASLV =** The active storage in Lake Victoria as at the end of the previous Month calculated under Baseline Conditions
- ASML =** The active storage in Menindee Lakes as at the end of the previous Month calculated under Baseline Conditions
- EI =** Expected minimum inflows (not including inflows to the Geehi and Tooma Rivers) to the River Murray catchment upstream of Yarrowonga Weir excluding SR, as set out in **Table 2**
- U =** The sum of New South Wales and Victorian diversions from the River Murray from the commencement of the relevant Water Year to the end of the previous Month, including net inter-valley transfers but excluding off-allocation water usage, calculated under Baseline Conditions
- SR =** Water Available to the Snowy-Murray Development released by the Snowy Scheme to the catchment of the River Murray upstream of Hume Dam from the commencement of the relevant Water Year until the end of the previous Month
- AA =** The Snowy-Murray Development Annual Allocation divided by 12 and multiplied by the number of complete Months since the

commencement of the relevant Water Year

provided that if in any Month the above formula results in an RV greater than zero, RV cannot be decreased during the remainder of the relevant Water Year.

7. RELAXATION VOLUME: SNOWY-TUMUT DEVELOPMENT

7.1 Relaxation Volume: Snowy-Tumut Development

During each Water Year the Licensee must, at the commencement of each Month, calculate the Relaxation Volume for the Snowy-Tumut Development according to the following formula:

$$RV = 1,026 - (RR + FR) + (ASBU + ASBL + PCR + EI + U) - SR - AA$$

where $0 = RV = 226$ and:

- RV =** The Relaxation Volume for the Snowy-Tumut Development as at the commencement of the relevant Month
- RR =** 2,421 GL being 100 percent of the New South Wales entitlements for extraction from the Murrumbidgee River
- FR =** Remaining fixed requirements being the sum of:
- (a) transmission and evaporation losses set out in **Table 3 Column 1**;
 - (b) the reserve set out in **Table 3 Column 2**;
 - (c) the end of system flows set out in **Table 3 Column 3**; and
 - (d) the other requirements set out in **Table 3 Column 4**
- ASBU =** The active storage in Burrinjuck Reservoir as at the end of the previous Month calculated under Baseline Conditions
- ASBL =** The active storage in Blowering Reservoir as at the end of the previous Month calculated under Baseline Conditions
- PCR =** The credit balance (if any) of the Pre-Release Compensation Account as at the end of the previous Month
- EI =** Expected minimum inflows (not including inflows to Tumut Pond and Tantangara Dam) to the Murrumbidgee River catchment upstream of Wagga Wagga excluding SR, as set out in **Table 4**
- U =** Diversions from the Tumut and Murrumbidgee Rivers from the

commencement of the relevant Water Year to the end of the previous Month, including net inter-valley transfers but excluding off-allocation water usage, calculated under Baseline Conditions

SR = Water Available to the Snowy-Tumut Development released by the Snowy Scheme to either or both of the catchment of the Tumut River and Murrumbidgee River from the commencement of the relevant Water Year until the end of the previous Month

AA = The Snowy-Tumut Development Annual Allocation divided by 12 and multiplied by the number of Months since the commencement of the relevant Water Year

provided that if in any Month the above formula results in an RV greater than zero, RV cannot be decreased during the remainder of the relevant Water Year.

8. DRY INFLOW SEQUENCE VOLUME

8.1 Dry Inflow Sequence Volume

During each Water Year the Licensee must, at the commencement of each Month, calculate the volume of water resulting from the following formula for each Development:

$$DISV = \max[0, \sum_{j=i}^{n-1} (E_j + R - I_j) + \sum_{k=n}^x (EE_k + R - EI_k) - TS_i - IB];$$

where:

DISV = The Dry Inflow Sequence Volume for the relevant Development as at the commencement of the relevant Month

i = Initial Month of the dry sequence that commenced when the storage less the above target water in the relevant Development last equalled the target storage in the table below

n= Month of calculation

j= A Month between i and n-1

I_j= Inflows to the relevant Development in Month j

E_j= Recorded net evaporation from the relevant Development in Month j

EI_k= Agreed estimated inflows to the relevant Development in Month k

- EE_k**= Agreed estimated net evaporation from the relevant Development in Month k
- x**= The last Month of the current Water Year
- k**= A Month between n and x
- R** = In the case of the Snowy-Murray Development 1/12th of 1,062 and in the case of the Snowy-Tumut Development 1/12th of 1,026
- IB** = Half the balance in the Mowamba Borrowings Account maintained by the Licensee
- TS_i**= The target storage of the relevant Development at the commencement of the Month prior to the Initial Month being:

Month	Target Storage (GL) Snowy-Murray Development	Target Storage (GL) Snowy-Tumut Development
January	1510	1660
February	1520	1670
March	1460	1610
April	1410	1530
May	1340	1460
June	1290	1410
July	1240	1350
August	1170	1300
September	1190	1490
October	1240	1580
November	1400	1590
December	1450	1580

provided that if in any Month the above formula results in a DISV greater than zero, DISV cannot be decreased during the remainder of the relevant Water Year.

9. INTER-VALLEY WATER TRANSFERS**9.1 How Water Transfers Are Effected**

Transfers of water between the Developments may be effected under this clause 9.

9.2 Ministerial Corporation May Request Water Consultation and Liaison Committee to Consider Water Transfers

If, during any Water Year, the Ministerial Corporation wishes to have the Licensee use and operate the Works to release:

- (1) Water Available to the Snowy-Murray Development to either or both of the Tumut River catchment and the Murrumbidgee River catchment; or
- (2) Water Available to the Snowy-Tumut Development to the River Murray catchment upstream of Hume Dam,

the Ministerial Corporation may request the chairman of the Water Consultation and Liaison Committee to convene a meeting of that Committee for the purpose of considering a proposal to transfer and release that water.

9.3 Water Consultation and Liaison Committee To Be Given Opportunity to Consider Proposal

The Ministerial Corporation must give the Water Consultation and Liaison Committee a reasonable opportunity to consider each proposal to transfer water between the Developments.

9.4 Water Transfers

- (1) The Licensee must operate and use the Works to effect a transfer and release of water between the Developments if, after the Water Consultation and Liaison Committee has considered the proposed transfer and release, the Licensee agrees to operate and use the Works to effect the transfer and release.
- (2) The Licensee may withhold its agreement to a proposed transfer and release only if the transfer and release cannot be effected for operational or practical reasons.

10. RELEASES THAT MAY BE CALLED OUT IN THE SUBSEQUENT WATER YEAR**10.1 Ministerial Corporation May Call Out Releases in Subsequent Water Year**

If, during the previous Water Year:

- (1) with respect to the Snowy-Murray Development:

-
- (a) the maximum Relaxation Volume calculated during that Water Year under **clause 6** of this **Schedule Four** was greater than 162 GL; and
 - (b) the actual release by the Licensee excluding the sum of any inter-valley transfers, within-year release volumes, call-outs, carry-overs and any shortfall in the volume actually released in the previous Water Year, was less than the sum of 900 GL minus the Snowy-Murray Development Annual Allocation in that previous Water Year; and
- (2) with respect to the Snowy-Tumut Development:
- (a) the maximum Relaxation Volume calculated during that Water Year under **clause 7** of this **Schedule Four** was greater than 126 GL; and
 - (b) the actual release by the Licensee excluding the sum of any inter-valley transfers, within-year release volumes, call-outs, carry-overs and any shortfall in the volume actually released in the previous Water Year, was less than the sum of 900 GL minus the Snowy-Tumut Development Annual Allocation in that previous Water Year,

the Ministerial Corporation may by notice in writing to the Licensee given not later than 31 August in that Water Year, require the Licensee to release from the relevant Development a volume of water that is equal to the lesser of:

- (3) the volume by which the actual release by the Licensee excluding the sum of any inter-valley transfers, within-year release volumes, call-outs, carry-overs and any shortfall in the volume actually released in the previous Water Year, was less than the sum of 900 GL minus the relevant Annual Allocation; and
- (4) 100 GL.

11. WITHIN YEAR RELEASE REQUIREMENTS

11.1 Minimum Volume of Releases from 1 December to 30 April

Unless the Ministerial Corporation and the Licensee agree otherwise, during the period from 1 December to 30 April in each Water Year, the Licensee must release from each Development a volume of water that is equal to the sum of all Unused Spills for that Development but only up to a maximum volume of :

- (1) **in the case of the Snowy-Murray Development:** 200 GL multiplied by the estimated Required Annual Release calculated as at 1 November in that Water Year on the basis of the Relaxation Volume and the Dry Inflow Sequence Volume as at that date divided by 1,062; and

- (2) **in the case of the Snowy-Tumut Development:** 241 GL multiplied by the estimated Required Annual Release calculated as at 1 November in that Water Year on the basis of the Relaxation Volume and the Dry Inflow Sequence Volume as at that date divided by 1,026.

12. REQUIRED ANNUAL RELEASES FROM EACH DEVELOPMENT

12.1 Required Annual Releases from the Snowy-Murray Development

Each Water Year the Licensee must release from the Snowy-Murray Development a volume of water that is equal to or greater than the volume of water calculated as follows:

1,062 GL

- PLUS: Inter-Valley Transfers:** the volume (if any) of transfers from the Snowy-Tumut Development during that Water Year under **clause 9** of this **Schedule Four**
- PLUS: Within-Year Releases:** the volume (if any) of releases, in addition to any other releases referred to in this **clause 12.1**, that are required to ensure that the Licensee complies with the within-year release requirements set out in **clause 11** of this **Schedule Four**
- PLUS: Call Outs:** the volume (if any) calculated under subclause **10.1(1)** of this **Schedule Four**
- PLUS: Carry Overs:** the volume of the Dry Inflow Sequence Volume for the Snowy-Murray Development as at the end of the previous Water Year
- PLUS:** Any shortfall between the volume of water actually released in the previous Water Year and the Required Annual Release from the Snowy-Murray Development as at the end of the previous Water Year
- MINUS: Inter-Valley Transfers:** the volume (if any) of transfers to the Snowy-Tumut Development during that Water Year under **clause 9** of this **Schedule Four**
- MINUS:** The Snowy-Murray Development Annual Allocation
- MINUS:** The maximum Relaxation Volume calculated during that Water Year under **clause 6** of this **Schedule Four**
- MINUS:** The maximum Dry Inflow Sequence Volume calculated during that Water Year under **clause 8** of this **Schedule Four**

12.2 Required Annual Releases from the Snowy-Tumut Development

Each Water Year the Licensee must release from the Snowy-Tumut Development a volume of water that is equal to or greater than the volume of water calculated as follows:

1,026 GL

PLUS: Inter-Valley Transfers: the volume (if any) of transfers from the Snowy-Murray Development during that Water Year under **clause 9** of this **Schedule Four**

PLUS: Within-Year Releases: the volume (if any) of releases, in addition to any other releases referred to in this **clause 12.2**, that are required to ensure that the Licensee complies with the within-year release requirements set out in **clause 11** of this **Schedule Four**

PLUS: Call Outs: the volume (if any) calculated under subclause **10.1(2)** of this **Schedule Four**

PLUS: Carry Overs: the volume of the Dry Inflow Sequence Volume for the Snowy-Tumut Development as at the end of the previous Water Year

PLUS: any shortfall between the volume of water actually released in the previous Water Year and the Required Annual Release from the Snowy-Tumut Development as at the end of the previous Water Year

PLUS: Any Compensation Releases called out during that Water Year

MINUS: Inter-Valley Transfers: the volume (if any) of transfers to the Snowy-Murray Development during that Water Year under **clause 9** of this **Schedule Four**

MINUS: The Snowy-Tumut Development Annual Allocation

MINUS: The maximum Relaxation Volume calculated during that Water Year under **clause 7** of this **Schedule Four**

MINUS: The maximum Dry Inflow Sequence Volume calculated during that Water Year under **clause 8** of this **Schedule Four**

12.3 No Obligation to Release More Than Required Annual Release for Each Development

Nothing in this Licence requires the Licensee:

- (1) to release from the Snowy-Murray Development each Water Year a volume of water that is more than the volume calculated under **clause 12.1** of this **Schedule Four**; and
- (2) to release from the Snowy-Tumut Development each Water Year a volume of water that is more than the volume calculated under **clause 12.2** of this **Schedule Four**,

but subject to compliance by the Licensee with any applicable Law the Licensee may release more than those volumes.

12.4 Limit on Water Releases from Jounama Dam

Despite any other provision in this Licence, if at any time when Blowering Dam is spilling the flow immediately downstream of Blowering Dam exceeds the operating channel capacity of the Tumut River, the Licensee must not release water from Jounama Dam in a daily volume that exceeds the natural inflow into Jounama Dam.

13. FLEXIBILITY PROVISIONS

13.1 Reduction in Required Annual Releases

Despite any other provision in or under this Licence:

- (1) in any Water Year the Ministerial Corporation and the Licensee may agree on any terms to an agreed release that is less than the Required Annual Release for either or both of the Developments; and
- (2) where a reduction in the Required Annual Release is agreed between the Ministerial Corporation and the Licensee, the Licensee is required under this Licence to release from the relevant Development in that Water Year only the Agreed Annual Release.

13.2 Consideration of Proposals by Water Consultation and Liaison Committee

The Ministerial Corporation must give the Water Consultation and Liaison Committee a reasonable opportunity to consider each proposal to reduce the Required Annual Release for a Development under **clause 13.1** of this **Schedule Four**.

14. PROVISION OF DATA

14.1 Ministerial Corporation To Provide Licensee With Data And Other Information

The Ministerial Corporation must, at the times specified by the Licensee, notify the Licensee of the storage and diversion volumes:

- (1) calculated by the Ministerial Corporation by reference to the Baseline Conditions; and

- (2) reasonably requested by the Licensee,
to enable the Licensee to calculate the Required Annual Release.

14.2 Ministerial Corporation to Give Notice of Unused Spills

With respect to each Development the Ministerial Corporation must notify the Licensee of any Unused Spill that occurred during the period from the commencement of each Water Year until 31 December in that Water Year within 21 days of the commencement of each Unused Spill and at 21 day intervals until Unused Spill ceases.

14.3 New South Wales to Notify Licensee of Murray-Darling Basin Ministerial Council Resolutions Relating to Baseline Conditions

New South Wales must as soon as practicable notify the Licensee of any resolutions of the Murray-Darling Basin Ministerial Council to change:

- (1) the infrastructure supplying water;
- (2) the rules for allocating water and for water management systems applying;
- (3) the operating efficiency of water management systems; and
- (4) existing entitlements to take and use water and the extent to which those entitlements were used,

in each case within the Murray-Darling Basin as at the Corporatisation Date.

14.4 Licensee to Provide Data to Ministerial Corporation

The Licensee must, as soon as practicable after the expiration of each period of three Months from the commencement of each Water Year, provide in writing to the Ministerial Corporation and the members of the Water Consultation and Liaison Committee the following details for each of the preceding three Months in accordance with the provisions of **Schedule Six**:

- (1) the volume of water collected and diverted by the Works of the Snowy Scheme, for each Development;
- (2) the volume of water released from the Works of the Snowy Scheme, for each Development;
- (3) the volume of water held in storage by Works of the Snowy Scheme, for each Development; and
- (4) any other volumes specified or required under the Increased Flow Requirements and the Water Release Requirements.

14.5 Licensee May Rely Upon Estimates

Despite any other provision in this Licence, the Licensee will not be taken to be in breach of the terms of this Licence and in particular will not be taken to have failed to release the Required Annual Releases where:

- (1) the Licensee follows a course of action with respect to managing the water collected, diverted, used and released by the Snowy Scheme on the basis of estimates provided to it under **clause 14.1** of this **Schedule Four**; and
- (2) it is discovered after the giving of those estimates to the Licensee that those estimates are inaccurate.

14.6 Water Measurement Equipment

- (1) The Licensee must maintain an accredited ISO 9001 quality system for the procedures and equipment used by the Licensee to enable it to comply with its obligations under this Licence to provide data.
- (2) That equipment is to comply with Australian Standard 3778.

14.7 Verification of Data by Independent Third Party

The Ministerial Corporation may, at its own Cost and not more than once in each Water Year, engage an independent third party to verify:

- (1) the accuracy of all or any part of the data referred to in **clause 14.4** of this **Schedule Four**; and/or
- (2) that the Licensee is complying with its obligations referred to in **clause 14.6** of this **Schedule Four**.

14.8 Licensee and Ministerial Corporation to Co-operate with Third Party

If the Ministerial Corporation or the Licensee engages an independent third party to verify the accuracy of data referred to in **clauses 14.4** or **14.1** of this **Schedule Four** respectively, the other party must co-operate with that third party and provide that third party with all information and data reasonably requested by the third party.

14.9 Confidentiality

If the Ministerial Corporation or the Licensee engages an independent third party to verify the accuracy of data referred to in **clause 14.4** or **14.1** of this **Schedule Four** respectively, that party must:

- (1) procure that the third party agrees as a condition of his or her appointment:

-
- (a) to keep confidential all documents, information, data and other material, disclosed to him or her during or with respect to the engagement;
 - (b) not to disclose any confidential documents, information, data and other material except:
 - (i) to the Ministerial Corporation or the Licensee or an adviser to either of them who has signed a confidentiality undertaking; or
 - (ii) if required by Law to do so; and
 - (c) not to use confidential documents, information, data or other material disclosed to him or her during or with respect to the engagement for a purpose other than to certify the accuracy of the relevant data; and
- (2) procure that the third party enters into a confidentiality deed on terms reasonably acceptable to the Ministerial Corporation or the Licensee (as the case may be) and to which the Licensee or the Ministerial Corporation is a party unless the Ministerial Corporation or Licensee undertakes to the other party to enforce the confidentiality obligations of the third party under this **clause 14**.

15. DEVELOPING ANALYTICAL MODELS

15.1 Ministerial Corporation to Develop Analytical Model

The Ministerial Corporation must develop an analytical model for estimating, in the case of the Murrumbidgee River System:

- (1) storage volumes; and
- (2) total diversions,

that would have occurred under Baseline Conditions.

15.2 Ministerial Corporation to Procure Commission to Develop Analytical Model

The Ministerial Corporation must procure that the Commission develops an analytical model for determining, in the case of the River Murray System:

- (1) storage volumes; and
- (2) total diversions,

that would have occurred under Baseline Conditions.

15.3 Requirements for Analytical Models

An analytical model developed by the Ministerial Corporation or the Commission under this **clause 15** of **Schedule Four**:

- (1) must be the best model available to the Ministerial Corporation or the Commission from time to time, for the purpose of calculating the timing and quantity of the Relaxation Volume under Baseline Conditions; and
- (2) must be tested against relevant historical data to determine the accuracy of the model.

15.4 Licensee May Engage Independent Auditors

The Licensee may at its own Cost engage independent auditors to evaluate the accuracy and appropriateness of the model developed under this **clause 15** of **Schedule Four** by the Ministerial Corporation for the purpose referred to in **clause 15.3** of this **Schedule Four**.

15.5 Ministerial Corporation to Procure Evaluation of Commission Model

The Ministerial Corporation must, at the request and at the Cost of the Licensee, procure the engagement of independent auditors to evaluate the accuracy and appropriateness of the model developed under this **clause 15** of this **Schedule Four** by the Commission for the purpose referred to in **clause 15.3** of this **Schedule Four**.

SCHEDULE FOUR TABLE 1: RIVER MURRAY FIXED REQUIREMENTS						
	COLUMN 1	COLUMN 2	COLUMN 3	COLUMN 4	COLUMN 5	COLUMN 6
Date of Calculation	South Australian Entitlements for Current Water Year (GL)	Transmission and evaporation losses (GL)	Victorian Reserve (GL)	NSW reserve to avoid period of special accounting (GL)	Mandatory Reserve (GL)	Additional dilution flows for South Australia (GL)
Commencement of May	1850	2026	250	0	835	270
Commencement of June	1757	1982	390	0	835	270
Commencement of July	1667	1967	400	0	835	270
Commencement of August	1559.5	1936	670	0	835	270
Commencement of September	1434.5	1880	800	265	835	270
Commencement of October	1299.5	1720	1190	565	835	270
Commencement of November	1129	1501	1340	833	835	270
Commencement of December	949	1209	1400	833	835	270
Commencement of January	732	897	1420	833	835	270
Commencement of February	515	595	1480	833	835	270
Commencement of March	321	339	1490	833	835	180
Commencement of April	135	134	1511	833	835	90

SCHEDULE FOUR TABLE 2 ESTIMATED RIVER MURRAY CATCHMENT INFLOWS	
Date of Calculation	ESTIMATED INFLOWS (GL)
Commencement of May	1331
Commencement of June	1289
Commencement of July	1109
Commencement of August	885
Commencement of September	701
Commencement of October	491
Commencement of November	357
Commencement of December	274
Commencement of January	203
Commencement of February	137
Commencement of March	89
Commencement of April	44

SCHEDULE FOUR TABLE 3: MURRUMBIDGEE RIVER FIXED REQUIREMENTS					
	COLUMN 1	COLUMN 2	COLUMN 3	COLUMN 4	COLUMN 5
Date of Calculation	TRANSMISSION AND EVAPORATION LOSSES (GL)	HIGH SECURITY ENTITLEMENTS (GL)	END OF SYSTEM FLOWS (GL)	OTHER (GL)	TOTAL (GL)
Commencement of May	432	375	139	80	956
Commencement of June	427	375	128	77	937
Commencement of July	421	375	117	74	917
Commencement of August	412	375	106	71	894
Commencement of September	393	375	96	65	859
Commencement of October	329	375	85	57	776
Commencement of November	298	375	74	47	724
Commencement of December	204	375	63	37	609
Commencement of January	115	375	53	27	500
Commencement of February	60	375	43	18	426
Commencement of March	30	375	32	9	376
Commencement of April	15	375	15	5	340

SCHEDULE FOUR TABLE 4 ESTIMATED MURRUMBIDGEE RIVER CATCHMENT INFLOWS	
Date of Calculation	ESTIMATED INFLOWS (GL)
Commencement of May	333
Commencement of June	284
Commencement of July	249
Commencement of August	217
Commencement of September	172
Commencement of October	98
Commencement of November	67
Commencement of December	37
Commencement of January	23
Commencement of February	13
Commencement of March	4
Commencement of April	2

Schedule 5: LICENSED EXTRACTIVE USERS WITHIN SNOWY WATER CATCHMENT

TABLE ONE: Within Kosciusko National Park

Licence Holder	Location	Purpose	Estimated Annual Pumping Allowance (Megalitres)	Estimated Annual Net Consumption (Megalitres)
Lake Crackenback Village (privately owned resort).	Little Thredbo Creek	Industrial/Fish Farming	18.0	2.0
Lake Crackenback Village (privately owned resort).	Thredbo River	Dam only – no pumping	0	0
Lake Crackenback Village (privately owned resort).	Thredbo River	Town Water Supply	20.0	9.0
Charlotte Pass Village	Upper Spencer's Creek	Town Water Supply	65.0	30.0
Perisher Ski Resort	Perisher Creek	Snowy Making	85.0	7.0
Kosciusko Thredbo P/L	Thredbo River	Town Water Supply	250.0	110.0
Kosciusko Thredbo P/L	Thredbo River	Snow Making	450.0	34.0
Kosciusko Thredbo P/L	Thredbo River	Town Water Supply	130.0	60.0
Alpine Australia Group	Thredbo River	Town Water Supply/ Ski Tube	63.0	28.0
NSW National Parks & Wildlife Service (Lodged).	Thredbo River	Stock and Domestic	0.5	0.5
NSW Dept. Of Agriculture	Thredbo River	Fish Farming	2.0	0

TABLE 2: Within Kosciusko National Park – Unlicensed

Water User	Location	Purpose	Estimated Annual Pumping Allowance (Megalitres)	Estimated Annual Net Consumption (Megalitres)
Charlotte Pass Village.	Upper Spencer's Creek.	Snow Making	5.0	0
NSW National Parks and Wildlife Service (NPWS)	Perisher Valley	Town Water Supply	125.0	55.0
NPWS	Perisher Valley	Town Water Supply	7.0	3.0
NPWS	Guthega	Town Water Supply	25.0	11.0
NPWS	Smiggin Holes	Town Water Supply	45.0	20.0
NPWS	Sawpit Creek	Town Water Supply	12.0	5.0
NPWS	Guthega	Industrial (Lodge)	3.0	3.0
NPWS	Wilson's Valley	Domestic	2.0	2.0
NPWS	Kosciusko Entrance Station.	Domestic	3.0	3.0
NPWS	Thredbo	Domestic	3.0	3.0
NPWS	Thredbo	Domestic	2.0	2.0
NPWS	Waste Point	Town Water Supply	30.0	13.0
Perisher P/L	Perisher Valley	Industrial (Ski Tube Terminal)	5.0	5.0
Perisher P/L	Perisher Valley	Snowy Making	20.0	1.5
Perisher P/L	Perisher Valley	Snow Making	2.0	0.2
Perisher Blue	Smiggin Holes	Snow Making	5.0	0
NPWS-Sponnar's Lodge.	Digger's Creek	Industrial (Lodge)	2.0	1.0
NSW Roads and Traffic Authority	Sawpit Creek	Domestic (Depot)	1.0	1.0

Water User	Location	Purpose	Estimated Annual Pumping Allowance (Megalitres)	Estimated Annual Net Consumption (Megalitres)
Ski Rider Hotel	Sawpit Creek	Industrial (Hotel)	2.0	1.0
Kosciusko Thredbo Pty Ltd	Thredbo	Industrial (Three Kiosks)	3.0	3.0
Mt. Selwyn Snowfields	Mt. Selwyn	Resort and Snow Making	5.0	1.0
NPWS	Kiandra Homestead	Domestic	0.5	0.5
NPWS	Yarangobilly Caves	Hydro-electric and Domestic	1.0	0.5
NPWS	Carrango Homestead	Domestic	0.5	0.5

TABLE 3: Caravan Parks - Licensed

Licence Holder	Location	Purpose	Estimated Annual Pumping Allowance (Megalitres)	Estimated Annual Net Consumption (Megalitres)
M. Fischer (Snowline Caravan Park).	Lake Jindabyne	Caravan Park	2.0	1.0
M & J Chalmers (Rainbow Pines Caravan Park).	Lake Eucumbene	Caravan Park	2.0	1.0

TABLE 4: Caravan Parks - Unlicensed

Licence Holder	Location	Purpose	Estimated Annual Pumping Allowance (Megalitres)	Estimated Annual Net Consumption (Megalitres)
Buckenderra Caravan Park	Lake Eucumbene	Caravan Park	2.0	1.0
Angler's Reach Caravan Park	Lake Eucumbene	Caravan Park	2.0	1.0
Frying Pan Caravan Park	Lake Eucumbene	Caravan Park	2.0	1.0

Licence Holder	Location	Purpose	Estimated Annual Pumping Allowance (Megalitres)	Estimated Annual Net Consumption (Megalitres)
Braemar Caravan Park	Lake Eucumbene	Caravan Park	2.0	1.0
Providence Holiday Park	Lake Eucumbene	Caravan Park	2.0	1.0

TABLE 5: Other Private Licence Holders - Licensed

Location	Purpose	Estimated Annual Pumping Allowance (Megalitres)	Estimated Annual Net Consumption (Megalitres)
Wollindibby Creek	Fish Farming	73.0	2.0
Eucumbene River	Water Bottling	5.0	5.0
Wollindibby Creek	Hotel	10.0	10.0
Mowamba River	Irrigation/Fish Farming/Stock	101.0	101.0
Mowamba River	Dam Only no-pumping	0	0
Mowamba River (Lodged).	Domestic –Holiday Village- 10 Houses	20.0	20.0
Mowamba River	Irrigation	60.0	60.0
Mowamba River	Irrigation	30.0	30.0
* Lake Jindabyne	Proposed Village of Crackenback- Never Developed	455.0	205.0
* Lake Jindabyne	As above	63.0	63.0

* Note: These two licences date back some 20 years. The development of Crackenback village failed, and the property is currently used for grazing only. The right still exists for the water to be used for town water supply and associated irrigation, but any proposed development would need to be assessed via the usual procedures.

TABLE 6: Private Holdings - Unlicensed

Location	Purpose	Estimated Annual Pumping Allowance (Megalitres)	Estimated Annual Net Consumption (Megalitres)
Lake Jindabyne	Domestic	3.0	3.0
Lake Jindabyne	Domestic	1.0	1.0
Lake Jindabyne	Domestic	1.0	1.0
Lake Jindabyne	Irrigation	3.0	3.0
Eucumbene Cove Village- Serviced by the SMEAH	Town Water Supply	5.0	5.0
Andy's Creek	Domestic	1.0	1.0
Andy's Creek	Industrial (Cabins)	0.5	0.5
Old Adaminaby	Domestic	0.5	0.5
Old Adaminaby	Industrial (Guest House)	1.0	1.0
Angler's Reach	Domestic-Seven dwellings	3.5	3.5
Lake Eucumbene	Industrial (Cabins)	2.0	1.0
Lake Eucumbene	Industrial (Guest House)	2.0	2.0
Lake Eucumbene	Industrial (Guest House)	2.0	1.0

TABLE 7: Snowy River Shire Council

Licence Holder	Location	Purpose	Estimated Annual Pumping Allowance (Megalitres)	Estimated Annual Net Consumption (Megalitres)
Snowy River Shire Council	Lake Jindabyne	Town Water Supply-Kalkite	52.0	52.0
Snowy River Shire Council	Lake Jindabyne	Town Water Supply-East Jindabyne	Approved but not yet issued by DLWC - Replaces two existing licences that have an estimated consumption of 84.0. The new Licence would	400.0

Licence Holder	Location	Purpose	Estimated Annual Pumping Allowance (Megalitres)	Estimated Annual Net Consumption (Megalitres)
			increase the allowable use to 400.0	
Snowy River Shire Council	Lake Jindabyne	Town Water Supply- Jindabyne	Approved but not yet issued by DLWC - This replaces an existing Licence that had an estimated consumption of 572.0. The new Licence increases the allowable use to 800.0	800.0
Snowy River Shire Council (Lodged).	Lake Eucumbene	Town Water Supply	Application for water supply to the towns of Adaminaby, Old Adaminaby and Angler's Reach; allowable use to 100.0	100.0

Schedule 6: WATER ACCOUNTING PROCEDURES

1. FLOWS

Reservoir inflows are computed by Water Balance using change in storage, diversion, power station releases, spill, riparian right releases, river outlet releases, and in the case of storages with large surface areas, evaporation losses or precipitation gains. The computed inflow is then compared against the measured Monthly yield from Stream Gauging Stations and the derived ratio is checked against long term inflow factors established by analysis of historical data.

2. DIVERSIONS

Aqueducts - all aqueducts are fitted with V-notch meters, float wells, and water level recorders and the derived record is used in the computation of diversion volumes.

Tunnels - diversions are measured by Venturi Flow Meters within the tunnel, or a Parshall Flume (flow measuring device) fitted with level recording equipment at the tunnel outfall. Other tunnel diversions are calculated from variation of regulating gate openings and pond levels with time.

Pump Diversions are monitored by flow meters.

3. RELEASES

Power Station Releases - computed, using generation data and pond levels.

This data is checked by computing a water utilisation factor and comparison against other operational data.

Reservoir Releases - are computed by using pond level and gate setting information.

Spill - volumes are derived by using pond level and gate setting information, use of spillway discharge curves or by pond balance. In the case of Khancoban Pondage, a stream gauging station located a short distance downstream of the dam, is also used to check on release volumes.

Riparian Releases - are computed using valve/gate settings or by fitting calibrated orifice plates at the outlet works. Downstream discharge measurements are carried out to check the computed discharge.

4. RIGHTS TO AMEND

The Licensee reserves the right to amend its water accounting procedures or change its metering or recording systems at any time to meet the Licensee's needs provided that:

- (1) the Licensee must at all times comply with the data provision obligations contained in this Snowy Water Licence; and
- (2) amendments will not reduce the availability and reliability of the data required to be provided to the Ministerial Corporation under this Snowy Water Licence.

SIGNED for and on behalf of)
THE WATER ADMINISTRATION)
MINISTERIAL CORPORATION in the)
presence of:

[SIGNATURE OF MICHAEL MEAGHER]

Signature of Witness

[SIGNATURE OF JOHN AQUILINA]

The Hon John Aquilina
Minister for Land and Water Conservation

MICHAEL MEAGHER

Name of Witness

(BLOCK LETTERS)