

**THE ELECTRIC LIGHTING ACT**

**THE OFFICE OF UTILITIES REGULATION ACT**

**The Wigton Wind Farm Limited (Generation) Licence, 2003**

1. **SHORT TITLE**

This Licence may be cited as "**The Wigton Wind Farm Limited (Generation) Licence, 2003**".

2. **INTERPRETATION**

2.1 In this Licence-

“Act” means the Electric Lighting Act

“Agreement” means the Interchange Agreement dated 13<sup>th</sup> December 2001 between the **Jamaica Public Service Company** and **Wigton Wind Farm Limited**

“Government” means the Government of Jamaica

“JPS” means Jamaica Public Service Company Limited

“Minister” means the Minister with portfolio responsibility for Electricity

“Office” means the Office of Utilities Regulation as defined in the Office of Utilities Regulation Act

“OUR Act” means Office of Utilities Regulation Act

“The Licensee” means **Wigton Wind Farm Limited**, a limited liability company incorporated under the laws of Jamaica and having its registered office at 36 Trafalgar Road, Kingston 10.

2.2 This Licence shall be read and construed subject in all respects to the provisions of the Act and the OUR Act and any statutory modification, consolidation or re-enactment thereto and all regulations made pursuant thereto. Unless the context otherwise requires expressions in this Licence shall bear the same meanings ascribed to those expressions under the Act or the OUR Act.

3. **GRANT OF LICENCE**

The Minister pursuant to section 3 of the Act and upon the recommendation of the Office pursuant to section 4 of the OUR Act hereby grants the Licensee a Generation Licence to develop, operate and maintain a wind farm that will generate electricity, and to sell and supply electricity therefrom to JPS.

4. **DURATION AND RENEWAL OF LICENCE**

- 4.1 Subject to the provisions herein contained the term of this Licence shall be twenty (20) years from the date hereof (hereinafter called "the date of the Licence").
- 4.2 Consistent with the Agreement this Licence shall be renewable for a maximum period of 6 years provided that neither party shall commence negotiations, which shall be conducted in conformity with the procedures set out in the agreement, until the Office has set out, in its own discretion, any specific conditions for the continued operation of the farm and injection of the energy therefrom to the public electricity system.

5. **REGULATORY FEES**

- 5.1 The Licensee shall pay to the Office on April 1, 2003 for the period April 1, 2003 to March 31, 2004 Regulatory Fees of Thirty Seven Thousand Dollars (\$37,000.00).
- 5.2 The Licensee shall pay to the Office on April 1, 2004 for the period April 1, 2004 to March 31, 2005 Regulatory Fees of Thirty Seven Thousand Dollars (\$37,000.00).
- 5.3 The Licensee shall pay to the Office on April 1, 2005 for the period April 1, 2005 to March 31, 2006 Regulatory Fees of Thirty Seven Thousand Dollars (\$37,000.00).
- 5.4 The Licensee shall pay to the Office after April 1, 2006 an annual Regulatory Fee to be paid out of the revenues to Wigton Farms Limited as may be derived from the sale of energy to JPS under the terms of the agreement and which fee becomes payable on April 1 each year calculated as follows:

$$\text{Licence Fee (LF)} = \text{BUSP} \times \text{1PPR}$$

Where BUSP = The portion of revenue attributable to JPS in the audited financial statements for the financial year ending in the calendar year preceding the due date of the first instalment.

$$\text{1PPR} = 0.0003$$

6. **DISCHARGE OF OBLIGATIONS AND POWERS OF LICENCEE**

- 6.1 The Licensee shall discharge its obligations and perform its duties imposed or authorized under the Act, the OUR Act, the Agreement any other applicable legislation, regulations, Generation Code, and any other codes or standards and shall enjoy the rights and exercise the powers conferred under the legislation and the Agreement.

6.2 The Licensee shall comply with any order made by the Office under the OUR Act with all reasonable promptitude.

6.3 The Licensee shall provide such information and reports as may be requested by the Office from time to time.

The Licensee shall not alter any of the terms and conditions of the Agreement without the written approval of the Office.

7. **ASSIGNMENT OF LICENCE**

The Licensee shall not have the right at any time during the term of this Licence to assign, or transfer this Licence to any company, firm, corporation, or individual unless with the prior consent in writing of the Minister, which consent shall not be unreasonably withheld.

The Licensee shall with all reasonable promptitude advise the Minister and the Office of any proposed change in its ownership structure and/or shareholding and shall have regard to the views expressed by the Minister, acting on the advice of the Office.

8. **AUDITED ACCOUNTS**

8.1 The accounts of the Licensee shall be audited annually at the expense of the Licensee by an independent auditor of good standing and repute.

8.2 The Licensee shall send to the Office within 3 months of the end of the Licensee's financial year a copy of the annual audited Balance Sheet and Profit and Loss Account of the Licensee related to the supply of electricity pursuant to this Licence and shall send to the Office such operating and other statistics as the Office may reasonably require.

9. **SUSPENSION /REVOICATION**

9.1 If it appears to the Minister after consultation with the Office at any time during the Licence that –

- (a) the Licensee has failed to provide electricity to JPS on the terms and conditions in the Agreement; or
- (b) the Licensee has been in default in any material or serious *particular* of any of the obligations imposed on the Licensee by this Licence; or
- (c) continued operation of the wind farm and its interconnection to the public electricity system will be injurious to the safety and/or security of the system or the public; and
- (d) the Minister has by notice in writing to the Licensee required the Licensee to remedy such failure or default and the failure

or default is not remedied within 14 calendar days of the notice being given or such other period stipulated in the notice;

then the Minister may suspend or revoke this Licence.

10. **RIGHTS OF ACTION RESERVED**

Nothing specified or contained in this Licence shall be construed as depriving the Licencee of its ordinary rights to appeal to Her Majesty's Courts to redress any wrongs it may suffer or to enforce any rights to which it may be entitled under this Licence or otherwise.

11. **NOTICES**

- (a) Any notice required to be delivered or given to the Licensee under this Licence may be delivered or given by registered mail addressed to the Licencee at its usual or last known address and if so given by mail shall be deemed to have been given or delivered five (5) days after the date on which it is deposited in the mail as registered mail.
- (b) The Licensee may change his address for the purpose of this clause by giving notice of such change by hand delivery, or registered mail, to the Minister and the Office which change, however, shall not become effective until it is actually received by the person to whom the notice is addressed.
- (c) Notices, orders and other documents under this Licence may be in writing or in print or in electronic format (permitting confirmation of receipt) and shall if served on:
  - (a) the Office, be addressed to:  
The Director General; and
  - (b) the Licencee, be addressed to:  
The Managing Director

at the address, facsimile and email addresses communicated by the respective parties to each other from time to time.

Dated at Kingston this 17th day of April, 2003.

  
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**HONOURABLE PHILLIP PAULWELL, M.P.**  
**MINISTER OF COMMERCE, SCIENCE & TECHNOLOGY**