

Guidance to NSW Coal Mines

Compliance with Coal Market Price Emergency directions

Introduction

On 9 December 2022, National Cabinet announced¹ an agreement for significant interventions in wholesale gas, coal and electricity markets to “shield Australian families and businesses from the worst impacts of predicted energy price spikes”.

On 22 December 2022, the New South Wales (NSW) parliament passed amending legislation to the *Energy and Utilities Administration Act (NSW) 1987 (Act)*, effecting a price cap on thermal coal sold by coal suppliers (**Coal Suppliers**) to coal fired power stations (**Power Stations**). The same day the NSW Premier, by written order, declared a coal market price emergency under the Act.

Original Directions

On 23 December 2022, the NSW Minister for Energy (**Minister**) made the *Coal Market Price Emergency (Directions for Coal Mines) Notice 2022 (Coal Mine Directions)* and the *Coal Market Price Emergency (Directions for Power Stations) Notice 2022 (Power Station Directions)*² on the basis of the declared emergency. These Directions have been amended and revised a number of times³.

Current Directions

On 12 December 2023, the Minister made the *Coal Market Price Emergency (Directions for Coal Mines) Notice 2023 No. 2 (Coal Mine Directions No. 2)* and the *Coal Market Price Emergency (Directions for Power Stations) Notice 2023 No. 2 (Power Station Directions No.2)*.^{4 5}

From this point forward all references are to the revised and amended Coal Mine Directions No. 2 (**Directions**), unless otherwise stated.

Application

Appendix A shows the Coal Suppliers to which the Directions apply.

The Directions apply to a Coal Supplier even if they supply coal through another entity.⁶

Heads of Agreement

Coal Suppliers can enter into a Heads of Agreement with the NSW Government on coal supply volumes and prices as an alternative to the Coal Supplier Directions. For information about the Heads of Agreement and proposed negotiation protocol Coal Suppliers should contact the NSW Department of Climate Change, Energy, the Environment and Water (formerly the Office of Energy and Climate Change).

¹ <https://www.pm.gov.au/media/energy-price-relief-plan>

² https://gazette.legislation.nsw.gov.au/so/download.w3p?id=Gazette_2022_2022-603.pdf

³ Amendments and revisions to the Directions are summarised in Appendix B.

⁴ https://gazette.legislation.nsw.gov.au/so/download.w3p?id=Gazette_2023_2023-577.pdf

⁵ On 18 December 2023, the Minister made the *Coal Market Price Emergency (Directions for Coal Mines) Amendment Notice December 2023*, which updated the Set Price for one coal supplier in Schedule 1 (https://gazette.legislation.nsw.gov.au/so/download.w3p?id=Gazette_2023_2023-591.pdf)

⁶ Section 7(2).

Guidance

This guidance has been published by the AER to assist Coal Suppliers understand their obligations under the Directions and replaces the previous guidance published in February 2023.

The AER's compliance and enforcement approach

On 13 February 2023, the Minister appointed the AER as regulator under the Act. The AER has been tasked with monitoring compliance with and enforcement of the Directions.⁷

The AER monitors compliance by reviewing reports submitted by Coal Suppliers along with feedback from industry.

The AER may conduct additional occasional spot checks to confirm Coal Suppliers' compliance with the Directions. If non-compliance is uncovered, the AER will take appropriate regulatory action in accordance with its Compliance and Enforcement Policy.⁸

Obligations on Coal Suppliers

Section 8 - Direction about selling thermal coal for more than maximum price per metric tonne delivered

Coal Suppliers must not sell, or offer to sell, thermal coal for use in a Power Station to another person at a delivered price above:⁹

- a price shown in the Schedule¹⁰ against the Coal Supplier's name (**Set Price**), if applicable; or
- an equivalent price for thermal coal with specific energy (**Cap Price**) as follows:

Cap Price

Equivalent price	Specific energy (net of water vapour as received by the power station)
\$125 per metric tonne	5,500 kcal/kg
\$.02273 per kcal/kg	Other than 5,500 kcal/kg

However, Coal Suppliers are not subject to a maximum price:

- if they sell, or offer to sell, to another Coal Supplier; or
- to the extent the sale or offer to sell is under an existing agreement with a Power Station; or
- to the extent that the offer to sell or purchase is for thermal coal that will be delivered on or after 1 July 2024.¹¹

Set Price

If a Set Price is relevant to a Coal Supplier, then it applies in the following ways:

- If a mine is specified in Schedule 1, the Set Price applies for coal produced at the mine specified in Schedule 1.
- If a mine is not specified in Schedule 1, the Set Price applies for coal physically produced by the Coal Supplier.¹²

⁷ <https://www.aer.gov.au/news-release/expanded-market-monitoring-compliance-and-advisory-role>

⁸ <https://www.aer.gov.au/system/files/AER%20Compliance%20and%20Enforcement%20Policy%20July%202021.pdf>

⁹ Section 8(1).

¹⁰ Schedule 1, column 5.

¹¹ Section 8(4).

¹² Section 8(1)(a)

This means that the Set Price does not apply where a Coal Supplier elects to supply coal produced by an alternative coal supplier or from a mine that the Set Price does not apply to.

Coal Suppliers may apply to the Minister for a different Set Price¹³ in the form approved and way decided by the AER.¹⁴

Key terms used

Term	Meaning
Thermal coal	Coal suitable for use in a Power Station.
Power Station	A coal fired power station that is a registered participant under the <i>National Electricity (NSW) Law</i> in the NSW region of the national electricity market.
Delivered price	A price that includes delivery of the coal to the Power Station.
Existing agreement ¹⁵	<p>Where the Coal Supplier is party to:</p> <ul style="list-style-type: none"> • an agreement entered into before the specified date; or • an agreement entered into on or after the specified date if a term sheet¹⁶ was entered before that date; or • an arrangement under an ongoing commercial relationship, involving a periodically renewed agreement where the relationship has existed for the entire relevant period and the agreement has been renewed during that period, with: <ul style="list-style-type: none"> – each agreement renewed for at least 12 months on substantially the same terms (except price); and – the coal volume to be supplied not more than 50% more or less than under the previous agreement; and – the arrangement identified as a relevant contract by notice to the Secretary of the Treasury before 14 February 2023. <p>(Later Agreement)</p> <p>Note</p> <p>A Later Agreement is still an existing agreement even if renewed after 15 February 2023¹⁷ if it:</p> <ul style="list-style-type: none"> • is on substantially the same terms as the previous agreement (except price); and • is for at least 12 months; and • does not require a coal amount in a year above the greatest amount supplied under an earlier version of the previous agreement in a year during the relevant period.¹⁸
Specified date	Date shown in the Schedule ¹⁹ against the Coal Supplier's name.
Relevant period ²⁰	The period of 3 years ending on 12 December 2023.

¹³ Section 8(2).

¹⁴ Section 8(3).

¹⁵ Section 4.

¹⁶ A term sheet is written acceptance of an offer to supply and purchase a specified amount of coal at a specified price, subject to the execution of a full contract.

¹⁷ When revised Directions commenced (see section 17 'Savings' provision).

¹⁸ Section 4(2).

¹⁹ Schedule 1, column 2.

²⁰ Section 4(3).

Example 1

A Coal Supplier offers thermal coal on 1 April 2024 to a Power Station for delivery on 1 June 2024. The contract has a range of terms and conditions allowing for variable pricing. This includes minimum delivered quantity, interruption of supply and buyer credit risk. The final price of coal per metric tonne delivered under the contract cannot be determined in advance. The Coal Supplier risks breaching the Cap Price because of the uncertainty in these variables used to set the price.

The Coal Supplier should ensure all contracts used in setting the final price of delivered coal will not risk breaching the Cap Price due to variable pricing terms and conditions.

Section 9 - Direction about accepting offers from Power Stations

Coal Suppliers must enter into an agreement with a Power Station to supply thermal coal if an offer to purchase is received that is on reasonable terms unless:

- the thermal coal is subject to a coal supply agreement; or
- the offer is for an amount of thermal coal that is greater than the amount reserved for this purpose²¹; or
- the offer is for thermal coal to be delivered on or after 1 July 2024.²²

Key terms used

Term	Meaning
Reasonable terms	<p>If a Coal Supplier ordinarily supplies thermal coal to Power Stations:</p> <ul style="list-style-type: none">• an offer on substantially the same terms as that coal is ordinarily supplied and at a price equal to the Cap Price or Set Price (where relevant) (or less if the Coal Supplier agrees).²³ <p>Otherwise:</p> <ul style="list-style-type: none">• an offer on substantially the same terms as the Power Station ordinarily buys thermal coal, other than certain terms about:<ul style="list-style-type: none">– responsibility for coal unloading; or– coal testing,which must be reasonable in the circumstances.²⁴• a term about the quality of coal is considered reasonable:<ul style="list-style-type: none">- if a term about quality is consistent with a term about the quality of coal supplied to the Power Station under coal supply agreements during the past three years; or- if a term about coal quality provides for coal with a typical specific energy of 5,000 kcal/kg net of water vapour as received by the power station, in the circumstances where a range of different terms about the quality of coal have been present in the Power Station's coal supply agreements over the past three years.

To avoid doubt, Coal Suppliers may accept offers to purchase thermal coal from Power Stations they have not previously supplied.²⁵

²¹ Section 9(1).

²² Section 9(5).

²³ Section 9(2)(a).

²⁴ Section 9(2)(b) – specifically, terms relating to responsibility for unloading coal, and terms relating to the testing of coal to measure its specific energy and suitability for use in a Power Station.

²⁵ Section 9(4).

Coal suppliers must respond to offers made by Power Stations for the supply of coal in writing, within 5 business days of receiving the offer.²⁶

Coal Suppliers cannot reject offers on terms that are substantially the same as those under which they normally supply thermal coal. The offer terms do not need to be identical to those on which the Coal Suppliers usually contract. Minor differences, or ones that have no material effect on the Coal Supplier, do not exclude offers from needing to be accepted.

Coal Suppliers should keep records of any offers considered from Power Stations that are rejected and the reasons why in order to demonstrate compliance with their obligation.

Section 10 - Direction about agreements

Coal Suppliers must not enter an agreement to supply thermal coal to a Power Station that is inconsistent with the Directions.²⁷

Section 11 - Direction about providing advice about coal available for supply to a coal fired power station

If Coal Suppliers receive a request from a Power Station for information about the amount, or expected future amounts, of coal they have or will have available for potential coal supply agreements^{28,29} they:

- must provide the information requested within 7 days after the request has been received;³⁰ but
- are not required to provide this information more than once in a calendar month.³¹

Section 12 - Direction about reserving proportion of expected future quarterly coal production

Coal Suppliers must make a proportion of their expected future quarterly coal production available for existing or potential coal supply agreements to supply Power Stations (**Reserve**). The Reserve must be calculated based only on the coal made available by Coal Suppliers under an existing or potential coal supply agreement with Power Stations.³²

The Reserve must be made available for a set number of days before the start of the quarterly period (**Window**).

Key terms used

Term	Meaning
Reserve ³³	The lesser of the following coal amounts (in metric tonnes): <ul style="list-style-type: none"> • what the Coal Supplier reasonably expects to produce during the quarterly period multiplied by the percentage shown in the Schedule³⁴ against their name;

²⁶ Section 9(3A).

²⁷ Section 10.

²⁸ Section 11(1).

²⁹ Calculated for reserve purposes under section 12(1).

³⁰ Section 11(2).

³¹ Section 11(3).

³² Section 12(3). Example— If a coal supplier makes coal available for an existing or potential coal supply agreement with another coal supplier, the amount of that coal is not to be used in calculating the percentage or amount of coal under subsection (1)(a), (b) or (c).

³³ Section 12(1).

³⁴ Schedule 1, column 3.

Term	Meaning
	<ul style="list-style-type: none"> what the Coal Supplier reasonably expects to produce during the quarterly period, excluding amounts needed for existing agreements other than those to supply Power Stations; and the amount for the Coal Supplier shown in the Schedule³⁵ against their name.
Window ³⁶	<p>The Reserve must be made available up until:</p> <ul style="list-style-type: none"> 30 days before the start of the first quarterly period; and 60 days before the start of each later quarterly period.
Quarterly period ³⁷	<p>For the first quarterly period:</p> <ul style="list-style-type: none"> 1 April to 30 June 2023 <p>For later quarterly periods in each year:</p> <ul style="list-style-type: none"> 1 January to 31 March 1 April to 30 June 1 July to 30 September 1 October to 31 December

Coal Suppliers should assess and document how much thermal coal they reasonably expect to produce for each quarterly period. These should be based upon reasonable assumptions (including about production costs and market conditions) and the reasons for any changes in production levels from the corresponding period in previous years should be explained in detail.

Coal Suppliers should also keep records of how much coal is required to meet existing agreements. Those records should refer to and explain the operation of the relevant contractual terms of those agreements.

Example 2

A Coal Supplier is expected to produce around 250,000 tonnes of coal per quarter, except for a quarter where there is a planned outage for maintenance and the next quarter where production is expected to be higher than average.

Schedule 1 requires the Coal Supplier to reserve 20% of expected production or 50,000 tonnes per quarter. Before 9 December 2022, the Coal Supplier had already agreed term sheets to supply 220,000 tonnes of its expected quarterly production in the quarter starting 1 October 2023.

The table below shows the resulting the amounts the coal mine needs to make available to NSW Power Stations.

Quarter starting	1 Oct	1 Jan	1 Apr
Expected production	250,000	125,000	375,000
Contracted supply	220,000		
12(1)(a) Proportion of production	50,000	25,000	75,000
12(1)(b) Uncontracted production	30,000	125,000	375,000
12(1)(c) Default amount	50,000	50,000	50,000
Reserve to be made available	30,000	25,000	50,000

³⁵ Schedule 1, column 4.

³⁶ Section 12(2).

³⁷ Section 12(4).

Section 13 - Direction about priority to be given to certain Power Stations

If a Coal Supplier receives written notice from a Power Station that a delay or cancellation of a delivery would place its stockpile at risk,³⁸ the Coal Supplier must use reasonable endeavours to deliver coal to that Power Station as scheduled.³⁹

Coal Suppliers must also prioritise delivery of coal under a supply agreement (over other supply agreements) to Power Stations whose stockpile is at risk.⁴⁰

Should this occur, Coal Suppliers should document the way in which they have prioritised supply to the Power Station.

To avoid doubt, Coal Suppliers do not have to prioritise the supply of coal to Power Stations if it would require them to breach an existing agreement.⁴¹

Example 3

A Coal Supplier has a coal supply agreement with a Power Station to deliver 120,000 tonnes of coal between January and March 2024. The Power Station experienced a significant surge in demand in January 2024 and identifies that its stockpile is now at risk. The Power Station writes to the Coal Supplier stating that a delay or cancellation of a delivery from the Coal Supplier would place its stockpile at risk and requests that the remaining deliveries to the Power Station under this coal supply agreement are prioritised.

The Coal Supplier is able to reschedule deliveries under other coal supply agreements, without breaching any of those agreements, in order to meet this request. The Coal Supplier informs the Power Station that it is able to fulfil the request.

Section 14 – Delivery of coal in accordance with directions

To avoid doubt, Coal Suppliers are not limited to only delivering, to a Power Station, coal they have physically produced.⁴² This means Coal Suppliers may arrange for coal produced by another supplier to be delivered to a Power Station to meet their supply obligation. In this case, Coal Suppliers cannot sell the coal for a price higher than the Cap Price.⁴³

Coal Suppliers should document the alternative delivery arrangements that have been made for the Power Station.

Reporting

Section 15 - Direction about reporting

Coal Suppliers must prepare a monthly report (**Report**) about each coal mine they operate that supplies to Power Stations, which must be done in the form approved and way decided by the

³⁸ For the purposes of this guidance, a Power Station's stockpile is considered to be at risk if the amount of coal in the stockpile is expected to be less than the expected consumption of coal by the Power Station for the next 30 days (see section 13(1)(a)).

³⁹ Section 13(1)(a).

⁴⁰ Section 13(1)(b).

⁴¹ Section 13(2).

⁴² Section 14(1).

⁴³ Section 14(2).

AER.⁴⁴ The Report must be provided to the Minister and the AER by the due date (**Due Date**) and must be about the required matters (**Information**).

Coal Suppliers are not required to prepare a monthly report for a month after 30 June 2024.⁴⁵ A monthly report prepared for a month ending on or before 30 June 2024 is not required to address anything expected to occur after that date.⁴⁶

Key terms used

Term	Meaning
Information ⁴⁷	<p>For each mine operated by the Coal Supplier:</p> <ul style="list-style-type: none"> the prices⁴⁸, average specific energy of thermal coal net of water vapour as received by a Power Station and quantity of coal delivered to individual Power Stations; the total quantity of coal produced and sent for delivery (including coal not intended to supply Power Stations); the quantity and price⁴⁹ of coal offered under new supply agreements to individual Power Stations; the quantity of actual and contracted coal deliveries for each supply agreement for each Power Station, and the reasons for any difference in these amounts; forecast amounts of coal to be delivered to Power Stations for the next 90 days; details of any offers for the supply of coal to Power Stations that were refused and the reasons for refusal; the expected amounts of coal to be made available each quarter for existing or potential supply agreements to Power Stations⁵⁰ and how they were calculated; the price and quantity of coal sourced from a third party mine, as well as the price that was charged to the Power Station (where a Coal Supplier delivers coal to a Power Station that was produced at a mine not operated by the Coal Supplier); and any other matters reasonably required by the AER.
Quarter ⁵¹	<p>The period in each year, being:</p> <ul style="list-style-type: none"> 1 January to 31 March; 1 April to 30 June; 1 July to 30 September; 1 October to 31 December.
Due date ⁵²	<p>Report due on:</p> <ul style="list-style-type: none"> 15th day of each calendar month (except the first⁵³).

The AER has prepared a reporting template to be used by Coal Suppliers to provide the information required. Care should be taken to ensure the reporting provided is true and correct. Each Report must be accompanied by a statutory declaration confirming this. The statutory declaration must be made by an officer of the Coal Supplier with responsibility for, or oversight of, the matters contained in the Report.⁵⁴

⁴⁴ Section 15(3).

⁴⁵ Section 15(5).

⁴⁶ Section 15(6).

⁴⁷ Section 15(1).

⁴⁸ Section 15(2) provides that a price under \$125 per tonne must be reported as 'less than \$125 per tonne'.

⁴⁹ Section 15(2) provides that a price under \$125 per tonne must be reported as 'less than \$125 per tonne'.

⁵⁰ The amounts reported must be in accordance with section 12(1).

⁵¹ Section 15(8).

⁵² Section 15(7).

⁵³ First monthly report due on 20 February 2023 (for the period 23 December 2022 to 31 January 2023) (sections 15(4) and 15(7)).

⁵⁴ Section 15(3)(c).

Coal Suppliers should submit their Reports by uploading the completed template and any supporting documents to the AER portal. This is accessible by registered users from the following address: <https://acc.ourshare.com.au/>

Penalties

Failure to comply with the Directions without reasonable excuse is an offence under the Act.⁵⁵ The maximum penalty:

- for an individual – 1,000 penalty units; or
- for a corporation – the greater of the following:
 - \$10 million;
 - if the court can determine the value of the benefit the corporation, and any corporation related to the corporation, have obtained directly or indirectly that is reasonably attributable to the commission of the offence – 3 times the value of the benefit; and
 - if the court cannot determine the value of the benefit the corporation, and any corporation related to the corporation, have obtained directly or indirectly that is reasonably attributable to the commission of the offence – 10% of the corporation’s adjusted turnover during the breach turnover period for the offence.

It is not a reasonable excuse under the Act that complying with the Directions would cause a Coal Supplier to be in breach of contractual obligations entered into on or after 9 December 2022.⁵⁶

More information

For more information about this guidance or questions relating to compliance with the Directions, Coal Suppliers should email the AER at marketintervention@ aer.gov.au.

⁵⁵ Clause 7(1) of Schedule 3.

⁵⁶ Clause 7(2) of Schedule 3.

Appendix A

Table 1 Entities under current Directions⁵⁷

Coal Supplier	Source
Bengalla Mining Company Pty Limited ABN 32 053 909 470	
Centennial Airly Pty Limited ABN 84 078 693 722	
Centennial Mandalong Pty Limited ABN 74 101 508 892	
Centennial Myuna Pty Limited ABN 95 101 508 981	
Centennial Springvale Pty Limited ABN 64 052 096 812	
Glencore Coal Pty Limited ACN 082 271 930 (Glencore) for coal produced by:	
a) Bulga Coal Management Pty Limited ABN 48 055 534 391	Bulga mine
b) Mangoola Coal Operations Pty Limited ABN 54 127 535 755	Mangoola mine
c) Mt Owen Pty Limited ABN 83 003 827 361	Mt Owen mine
d) Ravensworth Operations Pty Limited ABN 12 098 937 761	Ravensworth North mine
e) Ulan Coal Mines Pty Limited ABN 80 000 189 248	Ulan Group mine
f) Coal & Allied Operations Pty Ltd ABN 16 000 023 656 and Anotero Pty Limited ABN 96 618 503 674 (limited to Glencore's share)	Hunter Valley Operations
g) Wambo Coal Pty Limited ABN 13 000 668 057 and United Collieries Pty Ltd ABN 67 001 990 209 (limited to Glencore's share)	United Wambo JV
Great Southern Energy Pty Ltd ABN 40 621 409 201	
Peabody Energy Australia Pty Ltd ACN 096 909 410 (Peabody) for coal produced by:	
a) Wambo Coal Pty Limited ABN 13 000 668 057	Wambo mine
b) Wilpinjong Coal Pty Ltd ABN 87 104 594 694	Wilpinjong mine
c) Wambo Coal Pty Limited ABN 13 000 668 057 and United Collieries Pty Ltd ABN 67 001 990 209 (limited to Peabody's share)	United Wambo JV
Whitehaven Coal Limited ACN 124 425 396 for coal produced by:	
a) Whitehaven Coal Mining Limited ABN 65 086 426 253	Tarrawonga mine
b) the following (related to a single mine):	
(i) Werris Creek Pty Ltd ABN 74 626 338 716	Werris Creek mine
(ii) Creek Resources Pty Ltd ABN 27 100 228 886	Werris Creek mine
(iii) Betalpha Pty Ltd ACN 105 663 518	Werris Creek mine
Yancoal Australia Limited ACN 111 859 119 for coal produced by:	
CIM Stratford Pty Ltd ABN 75 070 387 914 and Gloucester Coal Pty Ltd ABN 66 008 881 712, and	Stratford mine
Yancoal Australia Limited ACN 111 859 119 for coal produced by the following (limited to Yancoal's share):	
a) Mount Thorley Operations Pty Limited ABN 47 000 013 249	Mt Thorley Warkworth complex
b) Moolarben Coal Mines Pty Limited ABN 82 108 601 672 and Yancoal Moolarben Pty Ltd ABN 30 638 942 588 and Kores Australia Moolarben Coal Pty Limited ABN 39 129 132 50	Moolarben mine
c) Coal & Allied Operations Pty Ltd ABN 16 000 023 656 and Anotero Pty Limited ABN 96 618 503 674	Hunter Valley Operations
The following jointly for coal produced by:	
a) Mt Arthur Coal Pty Limited ACN 000 181 902	Mt Arthur mine

⁵⁷ From 15 February 2023 onward.

Coal Supplier	Source
b) Hunter Valley Energy Coal Pty Ltd ACN 062 894 464	Mt Arthur mine
The following jointly for coal produced by:	
a) Boggabri Coal Pty Limited ABN 77 122 087 398	Boggabri mine
b) Chugoku Electric Power Australia Resources Pty Ltd ABN 14 600 294 068	Boggabri mine
c) NS Boggabri Pty Limited ABN 47 113 447 313	Boggabri mine
The following jointly for coal produced by:	
a) Mach Energy Australia Pty Ltd ABN 34 608 495 441	Mt Pleasant mine
b) J.C.D. Australia Pty Ltd ABN 49 002 017 209	Mt Pleasant mine
The following jointly for coal produced by:	
a) Aston Coal 2 Pty Ltd ABN 14 139 472 567, a wholly owned subsidiary of Whitehaven Coal Limited ACN 124 425 396	Maules Creek mine
b) ICRA MC Pty Ltd ABN 77 147 657 074	Maules Creek mine
c) J-Power Australia Pty Ltd ABN 59 002 307 682	Maules Creek mine
The following jointly for coal produced by:	
a) Narrabri Coal Pty Ltd ABN 76 107 813 963, a wholly owned subsidiary of Whitehaven Coal Limited ACN 124 425 396	Narrabri mine
b) Narrabri Coal Australia Pty Ltd ABN 73 110 262 925, a wholly owned subsidiary of Whitehaven Coal Limited ACN 124 425 396	Narrabri mine
c) J-Power Australia Pty Ltd ABN 59 002 307 682	Narrabri mine
d) Kores Narrabri Pty Ltd ABN 62 138 993 263	Narrabri mine
e) Upper Horn Investments (Australia) Pty Ltd ABN 86 129 190 281	Narrabri mine
f) Posco International Australia Holdings Pty Ltd ABN 77 139 088 958	Narrabri mine

Appendix B

Summary of Directions versions and revisions

Original Directions

On 23 December 2022, the NSW Minister for Energy (**Minister**) made the *Coal Market Price Emergency (Directions for Coal Mines) Notice 2022* and the *Coal Market Price Emergency (Directions for Power Stations) Notice 2022*⁵⁸ on the basis of the declared emergency. These Directions have been revised and updated a number of times.

Amended and revised Directions

On 30 January 2023, the Minister made the *Coal Market Price Emergency (Directions for Coal Mines) Amendment (Directions) Notice 2023* and the *Coal Market Price Emergency (Directions for Power Stations) Amendment (Directions) Notice 2023*.⁵⁹

On 15 February 2023, the Minister made the *Coal Market Price Emergency (Directions for Coal Mines) Notice 2023* and the *Coal Market Price Emergency (Directions for Power Stations) Notice 2023*.⁶⁰

On 5 June 2023, the Minister made the *Coal Market Price Emergency (Directions for Coal Mines) Amendment Notice 2023* and the *Coal Market Price Emergency (Directions for Power Stations) Amendment Notice 2023*.⁶¹

On 22 June 2023, the Minister made the *Coal Market Price Emergency (Directions for Coal Mines) Amendment (Price Inclusion) Notice 2023*.⁶²

On 27 July 2023, the Minister made the *Coal Market Price Emergency (Directions for Coal Mines) Amendment Notice (No 2) 2023*.⁶³

On 15 August 2023, the Minister made the *Coal Market Price Emergency (Directions for Coal Mines) Amendment Notice August 2023*.⁶⁴

On 18 September 2023, the Minister made the *Coal Market Price Emergency (Directions for Coal Mines) Amendment Notice September 2023*.⁶⁵

Current Directions

On 12 December 2023, the Minister made the *Coal Market Price Emergency (Directions for Coal Mines) Notice 2023 No. 2* and the *Coal Market Price Emergency (Directions for Power Stations) Notice 2023 No. 2*.⁶⁶

On 18 December 2023, the Minister made the *Coal Market Price Emergency (Directions for Coal Mines) Amendment Notice December 2023*.⁶⁷

⁵⁸ https://gazette.legislation.nsw.gov.au/so/download.w3p?id=Gazette_2022_2022-603.pdf

⁵⁹ https://gazette.legislation.nsw.gov.au/so/download.w3p?id=Gazette_2023_2023-35.pdf

⁶⁰ https://gazette.legislation.nsw.gov.au/so/download.w3p?id=Gazette_2023_2023-69.pdf

⁶¹ https://gazette.legislation.nsw.gov.au/so/download.w3p?id=Gazette_2023_2023-243.pdf

⁶² https://www.energy.nsw.gov.au/sites/default/files/2023-07/Gazette_2023_2023-276.pdf

⁶³ https://gazette.legislation.nsw.gov.au/so/download.w3p?id=Gazette_2023_2023-336.pdf

⁶⁴ https://gazette.legislation.nsw.gov.au/so/download.w3p?id=Gazette_2023_2023-359.pdf

⁶⁵ https://www.energy.nsw.gov.au/sites/default/files/2023-10/Gazette_2023_2023-454.pdf

⁶⁶ https://gazette.legislation.nsw.gov.au/so/download.w3p?id=Gazette_2023_2023-69.pdf

⁶⁷ This amendment updated the Set Price for one coal supplier in schedule 1 (https://gazette.legislation.nsw.gov.au/so/download.w3p?id=Gazette_2023_2023-591.pdf)

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