

ISSN: 1178-2560

Project no. 0046391

# **Electricity Distribution Services Default Price-Quality Path Determination 2025**

[2024] NZCC 28

The Commission: Vhari McWha

Dr Derek Johnston Bryan Chapple Nathan Strong

**Date of decision** 20 November 2024



Dr Derek Johnston, Commissioner

Dated at Wellington this 20<sup>th</sup> day of November 2024

COMMERCE COMMISSION

Wellington, New Zealand

Determination history				
Date of decision	Decision No.	Determination name		
20 November 2024	[2024] NZCC 28	Electricity Distribution Services Default Price-Quality Path Determination 2025 [2024] NZCC 28		

# Contents

1	Title	5
2	Commencement	5
3	Application	5
4	Interpretation	5
5	Default price-quality path	28
6	Applicable input methodologies	28
7	Dates for proposing a customised price-quality path	28
8	Price path	29
9	Quality standards	29
10	Transactions	32
11	Annual compliance statements	35
12	Reporting requirements	40
Schedule 1.1	Starting prices	45
Schedule 1.2	Annual rate of change	46
Schedule 1.3	Forecast net allowable revenue	47
Schedule 1.4	Calculation of forecast allowable revenue	48
Schedule 1.5	Revenue smoothing limit	49
Schedule 1.6	Calculation of wash-up accrual amount for an assessment period	50
Schedule 1.7	Wash-up accrual amounts – undercharging limit	54
Schedule 2.1	Recoverable costs	55
Schedule 2.2	Specified amounts for the incremental rolling incentive scheme	56
Schedule 3.1	Quality standards – planned interruptions	60
Schedule 3.2	Quality standards – unplanned interruptions	65

Schedule 3.3	Quality standards – extreme event	67
Schedule 4	How to calculate the quality incentive adjustment	68
Schedule 5.1	Avoided transmission charges	72
Schedule 5.2	Approval of extended reserves allowance	73
Schedule 5.3	Approval to recover forecast costs from innovation and non-traditional solutions allowance	74
Schedule 6	Form of director's certificate for annual price-setting compliance statement	80
Schedule 7	Form of director's certificate for annual compliance statement	81
Schedule 8	Independent auditor's assurance report on annual compliance statement	82
Schedule 9	Form of director's certificate for planned interruptions reporting	83
Schedule 10	Form of director's certificate for unplanned interruptions reporting	84
Schedule 11	Form of director's certificate for extreme event standard reporting	85

Under Part 4 of the Commerce Act 1986, the Commerce Commission makes the following determination:

#### 1. Title

1.1 This determination is the Electricity Distribution Services Default Price-Quality Path Determination 2025.

#### 2. Commencement

2.1 This determination comes into force on 1 April 2025.

# 3. Application

- 3.1 This determination amends the *Electricity Distribution Services Default Price-Quality Path Determination 2020* [2019] NZCC 21, under section 53P(1) of the **Act**.
- 3.2 Except as provided in clause 3.3, this determination applies to all **non-exempt EDBs** in relation to the supply of **electricity distribution services**.
- 3.3 This determination does not apply to Aurora Energy Limited until 1 April 2026.

# 4. Interpretation

- 4.1 Unless the context otherwise requires:
  - (a) terms in bold type in this determination have the meaning given to those terms in clause 4.2;
  - (b) terms used in this determination that are defined in the **Act** but not in this determination have the meaning given in the **Act**;
  - (c) terms used in this determination that are defined in the IM determination but not in this determination have the meaning given in the IM determination; and
  - (d) any materials incorporated by reference into this determination, including standards published or promulgated by other bodies, are incorporated in accordance with Schedule 5 of the Act.
- 4.2 In this determination:

Α

Act means the Commerce Act 1986

actual allowable revenue has the meaning given in the IM

determination and is an amount calculated in

accordance with Schedule 1.6

actual	maximum	allowable
reveni	ue	

has the meaning given, and is the value calculated in accordance with, paragraph (6) of Schedule 1.6

#### actual net allowable revenue

#### means—

- (a) for the **first assessment period**, an amount calculated in accordance with paragraph (4) of Schedule 1.6; and
- (b) for any other assessment period, an amount calculated in accordance with paragraph (7) of Schedule 1.6

#### actual revenue

has the meaning given in the **IM determination** and is an amount calculated in accordance with Schedule 1.6

#### additional notice

has the meaning given in paragraph (4) of Schedule 3.1

# adjusted planned accumulated SAIDI limit

#### means—

- (a) for the purposes of clause 9.3, the limit calculated in accordance with paragraph (a) of clause 9.4; and
- (b) for the purposes of clause 9.5, the limit calculated in accordance with paragraph (a) of clause 9.6

# adjusted planned accumulated SAIFI limit

# means—

- (a) for the purposes of clause 9.3, the limit calculated in accordance with paragraph (b) of clause 9.4; and
- (b) for the purposes of clause 9.5, the limit calculated in accordance with paragraph (b) of clause 9.6

#### adverse environment

means an **unplanned interruption** where the primary cause is an adverse environment, such as a slip or a seismic event

#### adverse weather

means an **unplanned interruption** where the primary cause is due to adverse weather conditions, other than **lightning**, **vegetation** or **adverse environment** 

# alternate day

means, for the purposes of an **intended interruption**, a calendar day (dd/mm/yyyy)
outside the **notified interruption window**when that **intended interruption** is permitted
to occur, as specified in an **additional notice** 

# amalgamation

has the meaning given to 'amalgamate' in the  $% \left( 1\right) =\left( 1\right) \left( 1\right) \left$ 

**IM** determination

# annual compliance statement

means a statement that a **non-exempt EDB** must provide under clause 11.4

# annual price-setting compliance statement

means a statement that a **non-exempt EDB** must provide under clause 11.1

#### assessment period

means a 12-month period commencing on 1 April and ending on 31 March of the following year

# asset replacement and renewal

means an activity where the **primary driver** is the need to maintain **network** asset integrity in order to maintain either—

- (a) current security;
- (b) quality of supply standards; or
- (c) current security and quality of supply standards,

where this activity includes replacing or renewing assets due to—

- (a) the progressive physical deterioration of the condition of **network** assets or their immediate surrounds;
- (b) the obsolescence of **network** assets;
- (c) preventative replacement programmes, consistent with asset life-cycle management policies; or
- (d) the need to ensure the ongoing physical security of the **network** assets

C capex incentive amount has the meaning given in the IM determination means one of either: cause lightning; (a) (b) vegetation; (c) adverse weather; (d) adverse environment; third party interference; (e) (f) wildlife; human error; (g) (h) defective equipment; (i) other cause; or (j) unknown cause **Class B interruptions** means planned interruptions by a nonexempt EDB **Class B notified interruption** means a Class B interruption that a nonexempt EDB has given additional notice for, and the Class B interruption is recorded as a 'Class B notified interruption' in the non**exempt EDB's** internal systems **Class C interruptions** means unplanned interruptions originating within the system fixed assets of a nonexempt EDB Commission means the Commerce Commission as defined in section 2 of the Act commissioned has the meaning given in the IM determination has the meaning given to 'commissioned' in commissioning the IM determination consumer has the meaning given in the IM

determination

CPI has the meaning given in the IM

determination

customer interruption minutes

means the sum of the total duration in minutes accumulated for each **ICP** for each **interruption** 

D

defective equipment

means an unplanned interruption resulting

from either:

(a) mechanical equipment failure; or

(b) electrical equipment failure

director has the meaning given in the IM

determination

disclosure year has the meaning given in the IM

determination

distribution cables (excluding

LV)

means all **underground** power cables

operated at distribution voltage excluding

low voltage cables

distribution lines (excluding LV)

means all **overhead** power lines operated at

distribution voltage excluding low voltage

lines

distribution other (excluding

LV)

means **network** assets operated at **distribution voltage** which are not

distribution cables or distribution lines and

excluding low voltage assets

distribution voltage

means 3 phase nominal voltage—

(a) over 1 **kV** and up to and including 30

**kV**; and

(b) excludes those voltages used within

the network in the role or manner of a

subtransmission voltage

**DPP4 financial model** means the *DPP4 Financial Model* published on

the **Commission's** website on 20 November

2024

**DPP regulatory period** means the **regulatory period** of 1 April 2025

to 31 March 2030

Ε

**EDB** means a supplier of electricity lines services

other than Transpower

**EDB DPP3 regulatory period** means the regulatory period 1 April 2020 to

31 March 2025

electricity distribution services has the meaning given in the IM

determination

electricity lines services has the meaning given in the IM

determination

electricity retailer means a person who supplies electricity to

another **person(s)** for any purpose other than

for re-supply by the other **person(s)** 

embedded network has the meaning given in Part 1 of the

Electricity Industry Participation Code 2010

exempt EDB means an EDB other than a non-exempt EDB

extended reserves allowance has the meaning given in the IM

determination

means any period of 24 hours that starts on extreme event

the hour or half past the hour where either:

the extreme event standard limit (a)

specified in paragraph (1)(a) of

Schedule 3.3 is exceeded; or

(b) the extreme event standard limit

specified in paragraph (1)(b) of

Schedule 3.3 is exceeded

extreme event standard limits means for unplanned interruptions, the SAIDI

value and the customer interruption minutes

against which a non-exempt EDB's

compliance with the quality standard in clause 9.10 is assessed, and is specified in

paragraph (1) of Schedule 3.3

F

# first assessment period means,— (a) in relation to each **non-exempt EDB** other than Aurora Energy Limited, the assessment period commencing on 1 April 2025 and ending on 31 March 2026; and (b) in relation to Aurora Energy Limited, the assessment period commencing on 1 April 2026 and ending on 31 March 2027 forecast aggregate value of has the meaning given in the IM commissioned asset determination forecast allowable revenue has the meaning given in the IM determination and is the amount calculated for each assessment period as specified in Schedule 1.4 forecast CPI has the meaning given in the IM determination forecast net allowable revenue has the meaning given in the IM determination and is: (a) in respect of the first assessment period, the amount specified for a nonexempt EDB in Schedule 1.1; and (b) in respect of the second to fifth assessment periods, the amount calculated for a non-exempt EDB in accordance with Schedule 1.3 has the meaning given in the IM forecast opex determination

Н

determination

has the meaning given in the IM

forecast revenue from prices

human error means an unplanned interruption resulting from either:

- (a) contractors or staff;
- (b) **commissioning** errors;
- (c) incorrect protection settings;
- (d) SCADA problems;
- (e) switching errors; or
- (f) dig-in

ı

**ICP** 

means a point of connection on a local network or embedded network which the EDB nominates as the point at which an electricity retailer will be deemed to supply electricity to a consumer

IM determination

means the *Electricity Distribution Services Input Methodologies Determination 2012*[2012] NZCC 26

incentive rate

means the amount used for purposes of calculating the **quality incentive adjustment**, and is specified in paragraph (4) of Schedule 4

independent

has the meaning given in the **IM** determination

independent auditor

means a person who-

- is qualified for appointment as auditor of a company under the Companies
   Act 1993 or, where the non-exempt
   EDB is a public entity (as defined in s 4 of the Public Audit Act 2001), is the Auditor-General; and
- (b) has no relationship with, or interest in, the non-exempt EDB being audited that is likely to involve the person in a conflict of interest; and
- (c) has not assisted with the preparation of the annual compliance statement or provided advice or opinions (other than in relation to audit reports) on the methodologies or processes used

in preparing the annual compliance statement; and

- (d) has the necessary expertise to properly prepare an assurance report required by clause 11.5(e); but
- (e) need not be the same person as the person who audits the non-exempt EDB's accounts for any other purpose

# innovation and non-traditional solutions allowance

has the meaning given in the **IM determination** and is the amount specified in paragraph (5)(b) of Schedule 2.1

# input methodology

has the same meaning as in section 52C of the **Act** 

#### intended interruption

means, for the purposes of Schedule 3.1 only, a **Class B interruption** that is planned by a **non-exempt EDB** but has not yet commenced, where:

- (a) additional notice has been given; and
- (b) it is recorded as a 'notified interruption' in the non-exempt EDB's internal systems

# intended interruption cancelled with notice

means an **intended interruption** that did not occur, where:

- (a) additional notice for that intended interruption was given; and
- (b) the intended interruption was not an intended interruption cancelled without notice

# intended interruption cancelled without notice

means an **intended interruption** that did not occur, where:

- (a) additional notice for that intended interruption was given; and
- (b) either or both of the following occurred:

- (i) the non-exempt EDB failed to provide notice of the cancellation to all persons that were provided the additional notice in respect of that intended interruption; or
- (ii) notice of the cancellation was provided to all persons that were provided the additional notice in respect of that intended interruption less than 24 hours prior to the scheduled start time of the intended interruption (as specified in the notified interruption window or alternate day)

#### intended SAIDI value

#### means either—

- (a) the value calculated for **intended interruptions cancelled without notice** in accordance with paragraph
  (2)(b) of 'SAIDI<sub>N</sub>' in Schedule 3.1; or
- (b) the value calculated for **intended** interruptions cancelled with notice in accordance with paragraph (2)(c) of  $'SAIDI_{N}'$  in Schedule 3.1

#### interruption

means, in relation to the conveyance of electricity to a **consumer** by means of a **prescribed voltage electric line**, the cessation of conveyance of electricity to that **consumer** for a period of 1 minute or longer, or disconnection of that **consumer**, other than—

- in accordance with any requirements in the Electricity Industry Participation Code 2010 relating to extended reserves; or
- (b) as a result of an automatic under voltage, under frequency, or rolling outage scheme or similar arrangement required as part of the system

operator services or other instruction from an authorised regulator; or

- (c) for breach of the contract under which the electricity is conveyed; or
- (d) as a result of a request from the **consumer**; or
- (e) as a result of a request by the consumer's electricity retailer; or
- (f) for the purpose of isolating an unsafe installation

**INTSA** output

means an output to be delivered in the supply of electricity distribution services by the project or programme in an INTSA proposal

**INTSA** proposal

has the meaning given in paragraph (1) of Schedule 5.3

**ISAE (NZ) 3000** 

means the International Standard on
Assurance Engagements (New Zealand) 3000
(Revised), Assurance Engagements other than
Audits or Reviews of Historical Financial
Information (ISAE (NZ) 3000 Revised), issued
by the New Zealand Auditing and Assurance
Standards Board of the External Reporting
Board in July 2014 and incorporating
amendments made up to May 2022 under the
Financial Reporting Act 2013

Κ

kV

means kilovolt

L

large connection contract

has the meaning given in the  $\ensuremath{\text{IM}}$ 

determination

large connection contract washup amount

has the meaning given in paragraph (9) of Schedule 1.6

# lightning

means an **unplanned interruption** where the primary cause is a lightning strike, resulting in either:

- insulation breakdown, where typically protection is the only observable operation;
- (b) flashovers, where typically protection is the only observable operation; or
- (c) insulation breakdown and flashovers, where typically protection is the only observable operation

location

means the name of a circuit on which an **interruption** originated

low voltage

means the nominal Alternating Current (AC) voltage of less than 1000 volts or the assets of the **EDB** that are directly associated with the transport or delivery of electricity at those voltages

M

# main equipment

means one of either:

- (a) subtransmission lines;
- (b) subtransmission cables;
- (c) subtransmission other;
- (d) distribution lines (excluding LV);
- (e) distribution cables (excluding LV); or
- (f) distribution other (excluding LV)

# major external factors

means one or more of the following:

- (a) natural disaster;
- (b) third party interference;
- (c) a fire that does not originate on the non-exempt EDB's network; or
- (d) wildlife

# major transaction

has the meaning given to 'major transaction event' in the **IM determination** 

#### merger

means a transaction whereby a **non-exempt EDB** takes over, or otherwise merges with, another **non-exempt EDB** other than by an **amalgamation**, which includes—

- (a) the purchase of all the assets of another non-exempt EDB;
- (b) the acquisition of sufficient shares in another non-exempt EDB to have an interest in the other non-exempt EDB sufficient to enable it, whether directly or indirectly, to exert a substantial degree of influence over the activities of the other non-exempt EDB; or
- (c) a scheme of arrangement under Part 15 of the Companies Act 1993 having like effect

Ν

#### natural disaster

means an **unplanned interruption** that is the result of one or more of the following:

- (a) earthquakes;
- (b) landslips;
- (c) floods;
- (d) severe weather events, including severe lightning, severe storms
   (including solar storms), severe wind and severe rain;
- (e) tsunamis; or
- (f) volcanic and hydrothermal activity

network

means the fixed assets used by an **EDB** to provide **electricity lines services** 

non-exempt EDB

has the meaning given in the **IM** determination

non-major transaction EDB

means, the **non-exempt EDB** or **non-exempt EDBs** for whom a transaction is a **transfer**,

where there is a transaction involving at least two or more **non-exempt EDBs**, and this transaction would be a:

- (a) transfer for one or more non-exempt EDBs; and
- (b) major transaction for one or more non-exempt EDBs

### notified interruption window

means the period of time within which the **intended interruption** is due to occur, as specified in an **additional notice**, and must specify the start date (dd/mm/yyyy) and start time (hh:mm) and end date (dd/mm/yyyy) and end time (hh:mm) of the **intended interruption** 

0

**opening RAB value** has the meaning given in clause 2.2.4(3) of the

**IM** determination

**opex incentive amount** has the meaning given in the **IM** 

determination

other cause means an unplanned interruption for which

the primary cause is known, but is not lightning, vegetation, adverse weather, adverse environment, third party interference, wildlife, human error, or

defective equipment

other regulated income has the meaning given in the IM

determination

**overhead** means circuits installed as overhead lines,

expressed in km

Ρ

pass-through cost has the meaning given in the IM

determination

person has the meaning given in the IM

determination

planned interruption means any interruption other than an

unplanned interruption

planned accumulated SAIDI

limit

means the **SAIDI value** against which a **non-exempt EDB's** compliance with the planned interruptions reliability assessment cap specified in clause 9.2 is assessed, and is specified in paragraph (1) of Schedule 3.1

planned accumulated SAIFI limit

means the **SAIFI value** against which a **non-exempt EDB's** compliance with the planned interruptions reliability assessment cap specified in clause 9.2 is assessed, and is specified in paragraph (1) of Schedule 3.1

planned SAIDI assessed value

means—

- (a) the sum of SAIDI values for planned interruptions for an assessment period calculated in accordance with the formula specified in paragraph (2) of Schedule 3.1; and
- (b) the sum of intended SAIDI values for intended interruptions cancelled with notice and intended interruptions cancelled without notice for an assessment period calculated in accordance with 'SAIDI<sub>N</sub>' in paragraph (2) of Schedule 3.1

planned SAIFI assessed value

means the sum of **SAIFI values** for **planned interruptions** for an **assessment period** calculated in accordance with paragraph (3) of Schedule 3.1

prescribed voltage electric line

means an electric line that is capable of conveying electricity at a voltage equal to or greater than 3.3 kilovolts

prices

has the meaning given in the **IM** determination

primary driver has the meaning given in the IM

determination

**programme** has the meaning given in the **IM** 

determination

project has the meaning given in the IM

determination

Q

quality incentive adjustment has the meaning given in the IM

determination, and is calculated in

accordance with paragraph (5) of Schedule 4

quantity has the meaning given in the IM

determination

R

recoverable costs has the meaning given in the IM

**determination**, where certain 'recoverable costs' for the **DPP regulatory period** are

specified in Schedule 2.1

regulatory period has the meaning given in the IM

determination

remaining asset life has the meaning given in the IM

determination

retention factor has the meaning given in the IM

determination and is specified in paragraph

(4) of Schedule 2.2

**revenue at risk** means the amount used for purposes of

calculating the quality incentive adjustment,

and is the amount calculated for each

assessment period as specified in paragraph

(6)(h) of Schedule 4

revenue smoothing limit has the meaning given in the IM

determination and is an amount calculated in

accordance with Schedule 1.5

S

**SAE 3100** means the *Standard on Assurance* 

Engagement 3100 (Revised) - Compliance Engagements (SAE 3100 (Revised)) issued by the New Zealand Auditing and Assurance Standards Board of the External Reporting Board in March 2017 and incorporating any amendments up to May 2022 under the

Financial Reporting Act 2013

SAIDI INTSA value means the SAIDI value of an interruption

where the cause of the **interruption** is directly associated with a **project** or **programme** in an **INTSA proposal** that the **Commission** has approved under paragraph (7) of Schedule 5.3

**SAIDI major event** means any period of 24 hours that starts on

the hour or half past the hour, where the sum

of **SAIDI values** over that period for **unplanned interruptions** exceeds the

applicable SAIDI unplanned boundary value

SAIDI unplanned boundary

value

means the value specified in paragraph (1) of

Schedule 3.2

SAIDI planned interruption cap means the maximum SAIDI value for planned

**interruptions** used for purposes of calculating the **quality incentive adjustment**, and is specified in paragraph (3) of Schedule 4

**SAIDI planned interruption** 

collar

means the minimum **SAIDI** value for planned interruptions used for purposes of calculating

the quality incentive adjustment, and is specified in paragraph (3) of Schedule 4

SAIDI planned interruption

target

means the **SAIDI value** for **planned** 

interruptions used for purposes of calculating

the quality incentive adjustment, and is specified in paragraph (3) of Schedule 4

SAIDI unplanned interruption cap

means the maximum **SAIDI value** for **unplanned interruptions** used for purposes of calculating the **quality incentive adjustment**, and is specified in paragraph (2) of Schedule 4

SAIDI unplanned interruption collar

means the minimum **SAIDI value** for **unplanned interruptions** used for purposes of calculating the **quality incentive adjustment**, and is specified in paragraph (2) of Schedule 4

SAIDI unplanned interruption target

means the **SAIDI value** for **unplanned interruptions** used for purposes of calculating the **quality incentive adjustment**, and is specified in paragraph (2) of Schedule 4

**SAIDI** value

means the **customer interruption minutes** accrued for each **interruption** divided by the total number of **ICPs**, where:

- interruption, and any successive interruptions to that interruption, are recorded in a manner that is consistent with that applied by the non-exempt EDB for the third assessment period of the EDB DPP3 regulatory period, as represented in the information provided by the non-exempt EDB to the Commission in its response to the section 53ZD notice regarding DPP reset; and
- (b) any interruption that spans multiple 30 minute periods accrues to the 30 minute period in which the interruption began

**SAIFI INTSA value** 

means the **SAIFI value** of an **interruption** where the cause of the **interruption** is directly associated with a **project** or **programme** in an **INTSA proposal** that the **Commission** has approved under paragraph (7) of Schedule 5.3

**SAIFI** major event

means any period of 24 hours that starts on the hour or half past the hour, where the sum of **SAIFI values** over that period for

unplanned interruptions exceeds the applicable SAIFI unplanned boundary value

SAIFI unplanned boundary value

means the value specified in paragraph (1) of Schedule 3.2

**SAIFI** value

means the number of ICPs affected by each interruption divided by the total number of ICPs, where that interruption and any successive interruptions to that interruption, are recorded in a manner that is consistent with that applied by the non-exempt EDB for the third assessment period of the EDB DPP3 regulatory period, as represented in the information provided by the non-exempt EDB to the Commission in its response to the section 53ZD notice regarding DPP reset

section 53ZD notice regarding DPP reset

means the 'Notice to supply information to the Commerce Commission under section 53ZD(1)(e) and section 53ZD(1)(f) of the Commerce Act 1986', issued to each **nonexempt EDB** on 3 July 2024

subtransmission cables

means all power cables operated at a

subtransmission voltage

subtransmission lines

means all power lines operated at a

subtransmission voltage

subtransmission other

means an asset operated at a subtransmission voltage that is not a subtransmission cable or subtransmission line

subtransmission voltage

means 3 phase nominal voltage—

- (a) over 30 kV and up to and including 110 kV; or
- (b) 22kV, if that voltage is used within the network in the role or manner of a sub-transmission voltage

# successive interruption

means an **interruption** that follows an initial **interruption** that either:

- (a) relates directly to that initial interruption; or
- (b) occurs as part of the process of restoring supply of electricity lines services following that initial interruption

#### system fixed assets

means all fixed assets owned, provided, maintained, or operated by a **non-exempt EDB** that are used or intended to be used for the supply of **electricity lines services** 

Т

#### third party interference

means an **unplanned interruption** resulting from acts or omissions of persons outside the control of the **non-exempt EDB**, and includes:

- (a) dig-in;
- (b) **overhead** contact;
- (c) vandalism; and
- (d) vehicle damage

transfer

means a transaction, other than an amalgamation, merger or major transaction, where consumers are acquired or no longer supplied by the EDB and that transaction—

- has resulted in, or will result in, the acquisition of, or an agreement to acquire, assets with a value equivalent to 10% or less of that EDB's opening RAB value in the assessment period of acquisition;
- (b) has resulted in, or will result in, the disposal of, or an agreement to dispose of, assets of that EDB with a value of 10% or less of its opening RAB value in the assessment period of disposal;
- (c) has, or is likely to have, the effect of that **EDB** acquiring rights or interests with a value which is equivalent to 10%

or less of its **opening RAB value** in the **assessment period** of acquisition; or

(d) has, or is likely to have, the effect of that EDB incurring obligations or liabilities or contingent liabilities, excluding loans or borrowing costs in respect of assets, with a value equivalent to 10% or less of its opening RAB value in the assessment period of incurring the obligation

transmission pricing methodology

means the methodology determined by the Electricity Authority that specifies how

Transpower's charges for its services are allocated

and who is to be charged

Transpower

means Transpower New Zealand Limited or any subsidiary of, or successor to, that company

U

undercharging limit

has the meaning given in the **IM determination** and is the value specified in paragraph (1) of Schedule 1.7

underground

means all circuits that are installed as underground cables

unknown cause

means an **unplanned interruption** where the cause of that **interruption** is not known

unplanned interruption

means any **interruption** in respect of which no notice was given, or less than 24 hours' notice was given to:

- (a) the public; or
- (b) all consumers affected by the interruption

unplanned SAIDI assessed value

means the sum of **SAIDI values** for **unplanned interruptions** for an **assessment period** calculated in accordance with paragraph (2) of Schedule 3.2

unplanned SAIFI assessed value

means the sum of **SAIFI values** for **unplanned interruptions** for an **assessment period** 

calculated in accordance with paragraph (3) of Schedule 3.2

# unplanned SAIDI limit

means the **SAIDI value** for **unplanned interruptions** against which a **non-exempt EDB's** compliance with the annual unplanned interruptions reliability assessment specified in clause 9.8 is assessed, and is specified in paragraph (1) of Schedule 3.2

# unplanned SAIFI limit

means the **SAIFI value** for **unplanned interruptions** against which a **non-exempt EDB's** compliance with the annual unplanned interruptions reliability assessment specified in clause 9.8 is assessed, and is specified in paragraph (1) of Schedule 3.2

### unregulated services

has the meaning given in the IM determination

#### V

#### vegetation

means an **unplanned interruption** resulting from vegetation contact and includes debris contact, grass contact and tree contact

#### vegetation management

means an activity where the **primary driver** is the need to either—

- (a) physically fell vegetation;
- (b) remove vegetation; or
- (c) trim vegetation,

where that need is in the proximity of **overhead** lines or **underground** cables, including—

- (a) root management;
- (b) inspecting affected lines and cables, where the inspection is substantially or wholly directed to this need (e.g., as part of a 'vegetation management' contract), including either:
  - (i) pre-trim inspections; and
  - (ii) inspections of vegetation cut for the primary purpose of ensuring the work has been undertaken in an appropriate manner; and

- (c) liaising with landowners, including either:
  - (i) the issue of trim notices;
  - (ii) the issue of cut notices;
  - (iii) the issue of trim and cut notices; and
  - (iv) follow-up calls on notices; and
- (d) the felling or trimming of vegetation to meet externally imposed requirements or internal policy, including operational support such as any mobile generation used during the activity

voluntary revenue foregone

has the meaning given in the IM determination

W

wash-up account balance

has the meaning given in the **IM determination** 

wash-up accrual amount

has the meaning given in the **IM determination** and is an amount calculated in accordance with paragraph (1) of Schedule 1.6

wildlife

means an **unplanned interruption** resulting from wildlife contact and includes, but is not limited to:

- (a) birds;
- (b) possums;
- (c) vermin; and
- (d) cats

working day

has the meaning given in section 2(1) of the Act.

# 5. Default price-quality path

- 5.1 During the **DPP regulatory period**, every **non-exempt EDB** must comply with the price-quality path, which consists of—
  - (a) the price path specified in clause 8; and
  - (b) the quality standards specified in clause 9.

### 6. Applicable input methodologies

- 6.1 The **input methodologies** that apply are the following parts of the **IM determination**:
  - (a) Subpart 1 of Part 3 specification of price;
  - (b) Subpart 2 of Part 3 amalgamations;
  - (c) Subpart 3 of Part 3 incremental rolling incentive scheme;
  - (d) Subpart 1 of Part 4 cost allocation;
  - (e) Subpart 2 of Part 4 asset valuation;
  - (f) Subpart 3 of Part 4 treatment of taxation;
  - (g) Subpart 4 of Part 4 cost of capital;
  - (h) Subpart 5 of Part 4 reconsideration of the default price-quality path;
  - (i) Subpart 6 of Part 4 treatment of periods that are not 12 month periods; and
  - (j) Subpart 7 of Part 4 availability of information.

# 7. Dates for proposing a customised price-quality path

- 7.1 Where a **non-exempt EDB** elects to propose a customised price-quality path which commences 1 April 2026, that **non-exempt EDB** must submit a proposal for the customised price-quality path no later than 11 June 2025.
- 7.2 Where a **non-exempt EDB** elects to propose a customised price-quality path which commences 1 April 2027, that **non-exempt EDB** must submit a proposal for the customised price-quality path no later than 9 June 2026.
- 7.3 Where a **non-exempt EDB** elects to propose a customised price-quality path which commences 1 April 2028, that **non-exempt EDB** must submit a proposal for the customised price-quality path no later than 15 June 2027.
- 7.4 Where a **non-exempt EDB** elects to propose a customised price-quality path which commences 1 April 2029, that **non-exempt EDB** must submit a proposal for the customised price-quality path no later than 12 June 2028.

- 7.5 Where a **non-exempt EDB** elects to propose a customised price-quality path which commences 1 April 2030, that **non-exempt EDB** must submit a proposal for the customised price-quality path no later than 29 March 2029.
- 7.6 A **non-exempt EDB** may not submit a proposal for a customised price-quality path to the **Commission** within the fifth **assessment period** of the **DPP regulatory period**.

# 8. Price path

Starting price

8.1 The starting price that applies to a **non-exempt EDB** for the **DPP regulatory period** is set out in Schedule 1.1.

Rate of change

The annual rate of change in revenue, relative to **CPI**, that is allowed for each **non-exempt EDB** during the **DPP regulatory period** is set out in Schedule 1.2.

Compliance with the price path and related pricing matters

- 8.3 In respect of each assessment period of the DPP regulatory period, to comply with the price path for an assessment period of the DPP regulatory period, a non-exempt EDB's forecast revenue from prices for that assessment period must not exceed the forecast allowable revenue for that assessment period.
- In addition, in respect of the second to fifth assessment periods of the DPP regulatory period, to comply with the price path for an assessment period of the DPP regulatory period, a non-exempt EDB's forecast revenue from prices for that assessment period of the DPP regulatory period, less forecast pass-through costs and less revenue forecast to be received under any large connection contract, must not exceed the revenue smoothing limit.
- 8.5 All forecast quantities used to calculate a non-exempt EDB's forecast revenue from prices, and all forecasts as to costs and revenues used to ensure that a revenue smoothing limit is not exceeded, must be demonstrably reasonable.
- When setting prices for an **assessment period**, a **non-exempt EDB** must calculate the **forecast revenue from prices** for the **assessment period**.

# 9. Quality standards

Compliance with planned interruptions quality standard

9.1 A **non-exempt EDB** must comply with the planned interruptions reliability assessment cap specified in clause 9.2 for the **DPP regulatory period**.

Planned interruptions reliability assessment cap

9.2 For the purpose of clause 9.1, subject to clauses 9.3-9.6, to comply with the planned interruptions reliability assessment cap, in respect of **planned interruptions**, at the end of the fifth **assessment period** of the **DPP regulatory period**—

- (a) the sum of a non-exempt EDB's planned SAIDI assessed values for the DPP regulatory period, being the sum accumulated for all five assessment periods of the DPP regulatory period, must not exceed the planned accumulated SAIDI limit specified in paragraph (1) of Schedule 3.1 or, where applicable, the adjusted planned accumulated SAIDI limit; and
- (b) the sum of a non-exempt EDB's planned SAIFI assessed values for the DPP regulatory period, being the sum accumulated for all five assessment periods of the DPP regulatory period, must not exceed the planned accumulated SAIFI limit specified in paragraph (1) of Schedule 3.1 or, where applicable, the adjusted planned accumulated SAIFI limit.
- 9.3 If at any time during the **DPP regulatory period** a **non-exempt EDB** transitions from the default price-quality path onto a customised price-quality path:
  - (a) the planned accumulated SAIDI limit and planned accumulated SAIFI limit for that non-exempt EDB under the default price-quality path that it is leaving will be adjusted in accordance with clause 9.4; and
  - (b) the non-exempt EDB must not exceed that adjusted planned accumulated SAIDI limit and adjusted planned accumulated SAIFI limit at the time the non-exempt EDB transitions from the default price-quality path onto the customised price-quality path.
- 9.4 For the purposes of clause 9.3:
  - (a) the 'adjusted planned accumulated SAIDI limit' is calculated by:
    - (i) dividing the **non-exempt EDB's planned accumulated SAIDI limit** specified in paragraph (1) of Schedule 3.1 by 5 ('sum 1'); and
    - (ii) multiplying 'sum 1' by the number of **assessment periods** that the **non-exempt EDB** has been subject to under the default price-quality path prior to transitioning onto the customised price-quality path; and
  - (b) the 'adjusted planned accumulated SAIFI limit' is calculated by:
    - (i) dividing the **non-exempt EDB's planned accumulated SAIFI limit** specified in paragraph (1) of Schedule 3.1 by 5 ('sum 1'); and
    - (ii) multiplying 'sum 1' by the number of assessment periods that the non-exempt EDB has been subject to under the default price-quality path prior to transitioning onto the customised price-quality path.
- 9.5 If at any time during the **DPP regulatory period** a **non-exempt EDB** transitions from a customised price-quality path onto the default price-quality path the **planned** accumulated **SAIDI limit** and **planned accumulated SAIFI limit** for that **non-exempt**

**EDB** under the default price-quality path that it is joining will be adjusted in accordance with clause 9.6.

- 9.6 For the purposes of clause 9.5:
  - (a) the 'adjusted planned accumulated SAIDI limit' is calculated by:
    - (i) dividing the **non-exempt EDB's planned accumulated SAIDI limit** specified in paragraph (1) of Schedule 3.1 by 5 ('sum 1'); and
    - (ii) multiplying 'sum 1' by the number of assessment periods that the non-exempt EDB will be subject to under the default price-quality path after transitioning from the customised price-quality path; and
  - (b) the 'adjusted planned accumulated SAIFI limit' is calculated by:
    - (i) dividing the **non-exempt EDB's planned accumulated SAIFI limit** specified in paragraph (1) of Schedule 3.1 by 5 ('sum 1'); and
    - (ii) multiplying 'sum 1' by the number of **assessment periods** that the **non-exempt EDB** will be subject to under the default price-quality path after transitioning from the customised price-quality path.

Compliance with unplanned interruptions quality standard

9.7 A **non-exempt EDB** must, in respect of each **assessment period**, comply with the annual unplanned interruptions reliability assessment specified in clause 9.8 for that **assessment period**.

Annual unplanned interruptions reliability assessment

- 9.8 For the purpose of clause 9.7, to comply with the annual unplanned interruptions reliability assessment,—
  - (a) a non-exempt EDB's unplanned SAIDI assessed value for unplanned interruptions for the assessment period must not exceed the unplanned SAIDI limit specified in paragraph (1) of Schedule 3.2; and
  - (b) a non-exempt EDB's unplanned SAIFI assessed value for unplanned interruptions for the assessment period must not exceed the unplanned SAIFI limit specified in paragraph (1) of Schedule 3.2.

Compliance with extreme event standard

9.9 A **non-exempt EDB** must, in respect of each **assessment period**, comply with the extreme event standard specified in clause 9.10 for that **assessment period**.

Extreme event standard

9.10 For the purpose of clause 9.9, to comply with the extreme event standard, a **non-exempt EDB** must not have an **extreme event** in the **assessment period**.

#### 10. Transactions

Requirement to notify the Commission of large transactions

10.1 Each **non-exempt EDB** must notify the **Commission** in writing within 30 **working days** after entering into an agreement with another **EDB** or **Transpower** for an **amalgamation**, **merger**, **major transaction**, or **transfer**.

# Transfers

- 10.2 Where a **non-exempt EDB** is party to a **transfer**, the **non-exempt EDB** must, subject to clause 10.3, adjust the following measures in accordance with clauses 10.4 to 10.15—
  - (a) **forecast net allowable revenue** and **wash-up account balance**;
  - (b) planned accumulated SAIDI limit;
  - (c) planned accumulated SAIFI limit;
  - (d) unplanned SAIDI limit;
  - (e) unplanned SAIFI limit;
  - (f) SAIDI unplanned boundary value;
  - (g) SAIFI unplanned boundary value;
  - (h) **SAIDI planned interruption cap**;
  - (i) SAIDI unplanned interruption cap;
  - (j) SAIDI planned interruption target;
  - (k) SAIDI unplanned interruption target; and
  - (I) incentive rate.
- 10.3 However, the **non-exempt EDB** is not required to adjust the measures specified in clause 10.2(b) to (l) in respect of a **transfer** in which the number of **ICPs** transferred is less than 0.5% of the number of the **ICPs** that, immediately prior to the **transfer**, were supplied electricity by the **non-exempt EDB** that, of the **non-exempt EDBs** that are party to the **transfer**, supplied electricity to the smallest number of **ICPs** immediately prior to the **transfer**.

Where a non-exempt EDB makes transfers to another non-exempt EDB

10.4 Where a **non-exempt EDB** is party to a **transfer** with another **non-exempt EDB**, it must agree with the other **non-exempt EDB**—

- (a) an allocation of the forecast net allowable revenue and wash-up account balance attributable to the consumers transferred as a result of the transfer that is:
  - (i) reasonable; and
  - (ii) supported by a robust and verifiable analysis; and
- (b) an allocation of the measures specified in clause 10.2(b)-(l) that:
  - (i) best reflects the historic reliability of those parts of the **network** which have been the subject of the **transfer**; and
  - (ii) is supported by a robust and verifiable analysis,

and those allocations are subject to the approval of the **Commission**.

- 10.5 Where an allocation under clause 10.4(a) has been approved by the **Commission**
  - (a) a **non-exempt EDB transferring consumers** must reduce its **forecast net allowable revenue** and **wash-up account balance** by the amount determined in accordance with clause 10.4(a) for the remaining **assessment periods** of the **DPP regulatory period**; and
  - (b) a non-exempt EDB receiving a transfer of consumers must increase its forecast net allowable revenue and wash-up account balance by the amount determined in accordance with clause 10.4(a) for the remaining assessment periods of the DPP regulatory period.
- 10.6 The **Commission** will approve an allocation made by an **EDB** under clauses 10.4(a), 10.4(b), 10.8(a), 10.12(a), 10.12(b) or 10.17 if it is satisfied that the **EDB** has complied with the requirements applying to that allocation.
- 10.7 Where an allocation under clause 10.4(b) has been approved by the **Commission**, the **non-exempt EDBs** must adjust the measures specified in clause 10.2(b)-(l) by the amounts determined in accordance with clause 10.4(b) for the remaining **assessment periods** of the **DPP regulatory period**.

Where there is a major transaction for a non-exempt EDB, but not a major transaction for the other non-exempt EDB

- 10.8 Where a **non-exempt EDB** is a party to a transaction with another **non-exempt EDB** and that transaction would be a **major transaction** for one party and a **transfer** for the other party, the **non-major transaction EDB** must—
  - (a) allocate the **forecast net allowable revenue** and **wash-up account balance** attributable to the **consumers** transferred as a result of the **transfer** in a manner that is:
    - (i) reasonable; and

- (ii) supported by a robust and verifiable analysis; and
- (b) allocate the measures specified in clause 10.2(b)-(l) in a manner that:
  - (i) best reflects the historic reliability of those parts of the **network** which have been the subject of the **transfer**; and
  - (ii) is supported by a robust and verifiable analysis,

and those allocations are subject to the approval of the **Commission**.

- 10.9 Where an allocation under clause 10.8(a) has been approved by the **Commission** and **consumers** are **transferred** from the **non-major transaction EDB**, the **non-major transaction EDB** must reduce its **forecast net allowable revenue** and adjust its **wash-up account balance** by the amount determined in accordance with clause 10.8(a) for the remaining **assessment periods** of the **DPP regulatory period**.
- 10.10 Where an allocation under clause 10.8(a) has been approved by the **Commission** and the **non-major transaction EDB** receives a **transfer** of **consumers**, the **non-major transaction EDB** must increase its **forecast net allowable revenue** and adjust its **wash-up account balance** by the amount determined in accordance with clause 10.8(a) for the remaining **assessment periods** of the **DPP regulatory period**.
- 10.11 Where an allocation under clause 10.8(b) has been approved by the **Commission**, the **non-major transaction EDB** must adjust the measures specified in clause 10.2(b)-(l) by the amounts determined in accordance with clause 10.8(b) for the remaining **assessment periods** of the **DPP regulatory period**.

Where a non-exempt EDB makes transfers to an exempt EDB

- 10.12 Where a **non-exempt EDB** is party to a **transfer** with an **exempt EDB**, it must—
  - (a) allocate the **forecast net allowable revenue** and **wash-up account balance** attributable to the **consumers** transferred as a result of the **transfer** in a manner that is:
    - (i) reasonable; and
    - (ii) supported by a robust and verifiable analysis; and
  - (b) allocate the measures specified in clause 10.2(b)-(l) in a manner that:
    - (i) best reflects the historic reliability of those parts of the **network** which have been the subject of the **transfer**; and
    - (ii) is supported by a robust and verifiable analysis,

and those allocations are subject to the approval of the **Commission**.

10.13 Where an allocation under clause 10.12(a) has been approved by the **Commission** and **consumers** are **transferred** from the **non-exempt EDB**, the **non-exempt EDB** 

- must reduce its **forecast net allowable revenue** and adjust its **wash-up account balance** by the amount determined in accordance with clause 10.12(a) for the remaining **assessment periods** of the **DPP regulatory period**.
- 10.14 Where an allocation under clause 10.12(a) has been approved by the **Commission** and the **non-exempt EDB** receives a **transfer** of **consumers**, the **non-exempt EDB** must increase its **forecast net allowable revenue** and adjust its **wash-up account balance** by the amount determined in accordance with clause 10.12(a) for the remaining **assessment periods** of the **DPP regulatory period**.
- 10.15 Where an allocation under clause 10.12(b) has been approved by the **Commission**, the **non-exempt EDB** must adjust the measures specified in clause 10.2(b)-(l) by the amounts determined in accordance with clause 10.12(b) for the remaining **assessment periods** of the **DPP regulatory period**.

Transactions resulting in an amalgamation or merger

- 10.16 Where a non-exempt EDB completes—
  - (a) an **amalgamation** with one or more **non-exempt EDBs**, clause 3.2.1 of the **IM determination** applies, unless the **amalgamation** is a **major transaction**; or
  - (b) a merger with one or more non-exempt EDBs, clause 3.2.1 of the IM determination applies as if it were an amalgamation, unless the merger is a major transaction.
- 10.17 Where a **non-exempt EDB** completes an **amalgamation** or **merger** and that transaction does not result in a **major transaction**, it must aggregate the measures specified in clause 10.2(b)-(l) in a manner that:
  - (a) best reflects the historic reliability of the **networks** which have been the subject of the **amalgamation** or **merger**; and
  - (b) is supported by a robust and verifiable analysis,
  - and that aggregation is subject to the approval of the **Commission**.
- 10.18 Where an aggregation under clause 10.17 has been approved by the **Commission**, the **non-exempt EDB** must adjust the measures specified in clause 10.2(b)-(l) by the amounts determined in accordance with clause 10.17 for the remaining **assessment periods** of the **DPP regulatory period**.
- 11. Annual compliance statements

Annual price-setting compliance statement

11.1 A **non-exempt EDB** must—

- (a) provide to the Commission a written 'annual price-setting compliance statement' in respect of price setting for each assessment period of the DPP regulatory period before the start of each assessment period;
- (b) make the statement and the **director's** certificate provided under clause 11.2(c) publicly available on its website at the same time it provides it to the **Commission**; and
- (c) provide to the **Commission** schedules reflecting the **prices** and forecast **quantities** used in the calculation of **forecast revenue from prices**, disclosed in an electronic format that is compatible with Microsoft Excel, with the statement.

#### 11.2 The annual price-setting compliance statement must—

- (a) state whether or not the **non-exempt EDB** has:
  - in respect of the first assessment period of the DPP regulatory period, complied with the price path in clause 8.3 for the assessment period; and
  - (ii) in respect of the second to fifth assessment periods of the **DPP regulatory period**, complied with the price path in clauses 8.3 and 8.4 for the assessment period;
- (b) state the date on which the statement was prepared; and
- (c) include a certificate in the form set out in Schedule 6, signed by at least one director of the non-exempt EDB.
- 11.3 The **annual price-setting compliance statement** must include the following information—
  - the non-exempt EDB's calculation of its forecast revenue from prices together with supporting information for all components of the calculation;
  - (b) the **non-exempt EDB's** calculation of its **forecast allowable revenue** together with supporting information for all components of the calculation;
  - (c) if the **non-exempt EDB** has not complied with the price path, the reasons for the non-compliance; and
  - (d) if the **non-exempt EDB** has not complied with the price path, any actions taken to mitigate any non-compliance and to prevent similar non-compliance in future **assessment periods**.

Annual compliance statement in respect of the wash-up accrual amount calculation, quality standards and transactions

# 11.4 A **non-exempt EDB** must—

- (a) provide to the **Commission** a written 'annual compliance statement' in respect of the **wash-up accrual amount** calculation, quality standards and quality incentives and transactions within 5 months after the end of each **assessment period** of the **DPP regulatory period**;
- (b) make the statement publicly available on its website at the same time it provides it to the **Commission**; and
- (c) provide to the **Commission** schedules reflecting the **prices** and actual **quantities** used to calculate the **wash-up accrual amount**, disclosed in an electronic format that is consistent with Microsoft Excel, with the statement.

#### 11.5 The annual compliance statement must—

- (a) state whether or not the **non-exempt EDB** has—
  - (i) correctly calculated the wash-up accrual amount consistently with the **IM determination** and Schedules 1.6 and 1.7; and
  - (ii) complied with the quality standards in clause 9 for the **assessment period**;
- (b) state the day on which the statement was prepared;
- (c) state whether or not the **non-exempt EDB** has entered into any agreement with another **EDB** or **Transpower** for an **amalgamation**, **merger**, **major transaction** or **transfer** in the **assessment period**;
- (d) include a certificate in the form set out in Schedule 7, signed by at least one director of the non-exempt EDB; and
- (e) be accompanied by an assurance report meeting the requirements in Schedule 8, in respect of all information contained in the **annual compliance** statement.
- 11.6 The **annual compliance statement** must include any information reasonably necessary to demonstrate whether the **non-exempt EDB** has complied with clause 9, clauses 10.1-10.18, this clause, Schedule 1.6, Schedule 1.7 and Schedule 4, including—

Wash-up accrual amount calculation and large connection contracts

- (a) details of the **wash-up accrual amount** calculation performed by the **non-exempt EDB**, together with supporting information for all components of the calculation:
- (b) details of the matters taken into account to ensure that revenue has been correctly treated as revenue received under any large connection contract,

together with supporting information to demonstrate that the criteria for a contract to be a **large connection contract** have been satisfied;

Quality standards and quality incentives compliance

- (c) actions taken to mitigate any non-compliance with clause 9 and Schedules 3.1-3.3 and to prevent similar non-compliance in future assessment periods;
- (d) for the purposes of the planned interruptions reliability assessment cap specified in clause 9.2, the planned SAIDI assessed value, planned SAIFI assessed value, planned SAIDI accumulated limit, planned SAIFI accumulated limit, and any planned SAIDI INTSA values and planned SAIFI INTSA values excluded under Schedule 3.1, for the assessment period, and any supporting calculations (including those in Schedule 3.1);
- (e) for the purposes of the annual unplanned interruptions reliability assessment specified in clause 9.8, the unplanned SAIDI assessed value, unplanned SAIFI assessed value, unplanned SAIDI limit, unplanned SAIFI limit, SAIDI unplanned boundary value, SAIFI unplanned boundary value, and any unplanned SAIDI INTSA values or SAIFI INTSA values excluded under Schedule 3.2, for the assessment period, and any supporting calculations (including those in Schedule 3.2);
- (f) for the quality incentive adjustment, SAIDI planned interruption cap, SAIDI unplanned interruption cap, SAIDI planned interruption collar, SAIDI unplanned interruption collar, SAIDI planned interruption target, SAIDI unplanned interruption target and incentive rate for the assessment period, and any supporting calculations (including those in Schedule 4);
- (g) a description of the policies and procedures which the non-exempt EDB has used for capturing and recording Class B interruptions and Class C interruptions, and for calculating planned SAIDI assessed values and unplanned SAIDI assessed values and planned SAIFI assessed values and unplanned SAIFI assessed values for the assessment period;
- (h) information relating to each **SAIDI major event** within the **assessment period**, including:
  - (i) the cause of the SAIDI major event;
  - (ii) the start date (dd/mm/yyyy) of the **SAIDI major event**;
  - (iii) the start time (hh:mm) of the **SAIDI major event**;
  - (iv) the end date (dd/mm/yyyy) of the **SAIDI major event**;
  - (v) the end time (hh:mm) of the **SAIDI major event**;

- (vi) the SAIDI value of the SAIDI major event before any replacements under paragraph (2) of Schedule 3.2 occurred;
- (vii) the replaced **SAIDI value** of the **SAIDI major event** in accordance with paragraph (2) of Schedule 3.2;
- (viii) the location of the SAIDI major event;
- (ix) the main equipment involved in the SAIDI major event;
- (x) how the non-exempt EDB responded to the SAIDI major event;
- (xi) any mitigating factors that may have prevented or minimised the SAIDI major event;
- (xii) a description of any steps the non-exempt EDB proposes to take to mitigate the risk of future similar
   SAIDI major events;
- (i) information relating to each **SAIFI major event** within the **assessment period**, including:
  - (i) the cause of the SAIFI major event;
  - (ii) the start date (dd/mm/yyyy) of the **SAIFI major event**;
  - (iii) the start time (hh:mm) of the **SAIFI major event**;
  - (iv) the end date (dd/mm/yyyy) of the **SAIFI major event**;
  - (v) the end time (hh:mm) of the **SAIFI major event**;
  - (vi) the SAIFI value of the SAIFI major event before any replacements under paragraph (3) of Schedule 3.2 occurred;
  - (vii) the replaced **SAIFI value** of the **SAIFI major event** in accordance with paragraph (3) of Schedule 3.2;
  - (viii) the location of the SAIFI major event;
  - (ix) the main equipment involved in the SAIFI major event;
  - (x) how the non-exempt EDB responded to the SAIFI major event;
  - (xi) any mitigating factors that may have prevented or minimised the **SAIFI major event**;

(xii) a description of any steps the non-exempt EDB proposes to take to mitigate the risk of future similar
 SAIFI major events; and

#### **Transactions**

- (j) all information and calculations required to be made under clauses 10.1-10.18, including:
  - (i) all adjusted measures made in accordance with clauses 10.4-10.18;
  - (ii) any supporting information and calculations used to determine the adjusted measures made in accordance with clauses 10.4-10.18;
  - (iii) details of the wash-up accrual amount calculation for the period in an assessment period commencing 1 April and ending on the day where a transfer, major transaction, amalgamation, or merger has occurred, and any supporting information for all components of the calculation;
  - (iv) the sum of the SAIDI values for Class B interruptions for the period in an assessment period commencing 1 April and ending on the day where a transfer, major transaction, amalgamation, or merger has occurred, and any supporting calculations;
  - (v) the sum of the SAIDI values for Class C interruptions for the period in an assessment period commencing 1 April and ending on the day where a transfer, major transaction, amalgamation, or merger has occurred, and any supporting calculations;
  - (vi) the sum of the SAIFI values for Class B interruptions for the period in an assessment period commencing 1 April and ending on the day where a transfer, major transaction, amalgamation, or merger has occurred, and any supporting calculations; and
  - (vii) the sum of the SAIFI values for Class C interruptions for the period in an assessment period commencing 1 April and ending on the day where a transfer, major transaction, amalgamation, or merger has occurred, and any supporting calculations.
- 11.7 Despite clauses 11.4-11.6, a **non-exempt EDB** is not required to make publicly available on its website any information that is commercially sensitive or confidential.
- 12. Reporting requirements
- 12.1 If a non-exempt EDB has not complied with clauses 9.1 and 9.2, it must—
  - (a) provide to the **Commission** the 'planned interruption reporting' specified in clause 12.2 within 5 months after the end of the **assessment period** where

- the **non-exempt EDB** first exceeded the planned interruptions reliability assessment cap specified in clause 9.2; and
- (b) make the 'planned interruptions reporting' specified in clause 12.2 publicly available on its website at the same time it provides it to the **Commission**.
- 12.2 For the purpose of clause 12.1, the 'planned interruptions reporting' must contain—
  - the reasons for not complying with the planned interruptions reliability assessment cap specified in clause 9.2 and supporting evidence for those reasons;
  - (b) for each Class B interruption during the DPP regulatory period:
    - (i) the start date (dd/mm/yyyy) of Class B interruption
    - (ii) the start time (hh:mm) of the Class B interruption;
    - (iii) the end date (dd/mm/yyyy) of the Class B interruption;
    - (iv) the end time (hh:mm) of the Class B interruption;
    - (v) SAIDI value of the Class B interruption;
    - (vi) SAIFI value of the Class B interruption;
  - (c) any strategy for managing Class B interruptions that was in place for the DPP regulatory period;
  - (d) any analysis or investigation of the Class B interruptions for the DPP regulatory period;
  - (e) an outline of any intended strategy, intended analysis, or intended investigation that would meet the requirements specified in clause 12.2(c)-(d) which is planned, but not yet completed; and
  - (f) a certificate in the form set out in Schedule 9, signed by at least one **director** of the **non-exempt EDB**.
- 12.3 If a **non-exempt EDB** has not complied with clauses 9.7 and 9.8 for an **assessment period**, it must—
  - (a) provide to the **Commission** the 'unplanned interruptions reporting' specified in clause 12.4 within 5 months after the end of that **assessment period**; and
  - (b) make the 'unplanned interruptions reporting' specified in clause 12.4 publicly available on its website at the same time it provides it to the **Commission**.
- 12.4 For the purpose of clause 12.3, the 'unplanned interruptions reporting' must contain—

(a) the reasons for not complying with the annual unplanned interruptions reliability assessment specified in clause 9.8 and supporting evidence for those reasons;

#### for each Class C interruption for the assessment period:

- (i) the start date (dd/mm/yyyy) of the **Class C interruption**;
- (ii) the start time (hh:mm) of the Class C interruption;
- (iii) the end date (dd/mm/yyyy) of the Class C interruption;
- (iv) the end time (hh:mm) of the Class C interruption;
- (v) **SAIDI value** of the **Class C interruption**;
- (vi) SAIFI value of the Class C interruption;
- (vii) the cause;
- (b) any existing independent reviews of the state of the network or operational practices completed in the assessment period in which the non-exempt EDB failed to comply with the annual unplanned interruptions reliability assessment specified in clause 9.8 or in any of the three preceding assessment periods;
- (c) where there was a **SAIDI major event** or **SAIFI major event** during the assessment period in which the non-exempt EDB first failed to comply with the annual unplanned interruptions reliability assessment specified in clause 9.8, any investigations of that **SAIDI major event** or **SAIFI major event**;
- (d) any investigations into why the **non-exempt EDB** failed to comply with the annual unplanned interruptions reliability assessment specified in clause 9.8 for the **assessment period**;
- (e) any analysis, conducted in the **assessment period** in which the **non-exempt EDB** failed to comply with the annual unplanned interruptions reliability
  assessment specified in clause 9.8 or in any of the three preceding **assessment periods**, of:
  - (i) trends in asset condition;
  - (ii) the causes of Class C interruptions;
  - (iii) asset replacement and renewal; or
  - (iv) vegetation management;

- (f) an outline of any intended reviews, intended analysis, or intended investigation that would meet the categories specified in clause 12.4(c)-(f), which is planned, but not yet completed; and
- (g) a certificate in the form set out in Schedule 10, signed by at least one director of the non-exempt EDB.
- 12.5 If a **non-exempt EDB** has not complied with clauses 9.9 and 9.10 for an **assessment period**, it must—
  - (a) provide to the **Commission** the 'extreme event standard reporting' specified in clause 12.6 within 5 months after the end of that **assessment period**; and
  - (b) make the 'extreme event standard reporting' specified in clause 12.6 publicly available on its website at the same time it provides it to the **Commission**.
- 12.6 For the purpose of clause 12.5, the 'extreme event standard reporting' must contain—
  - (a) the reasons for not complying with the extreme event standard specified in clause 9.10 and supporting evidence for those reasons;
  - (b) for each **Class C interruption** that starts within an **extreme event**:
    - (i) the start date (dd/mm/yyyy) of the Class C interruption;
    - (ii) the start time (hh:mm) of the **Class C interruption**;
    - (iii) the end date (dd/mm/yyyy) of the Class C interruption;
    - (iv) the end time (hh:mm) of the Class C interruption;
    - (v) **SAIDI value** of the **Class C interruption**;
    - (vi) SAIFI value of the Class C interruption;
  - (c) any existing independent reviews of the state of the network or operational practices completed in the assessment period that the extreme event occurred or the three preceding assessment periods;
  - (d) any analysis of:
    - (i) trends in asset condition for any assets relating to the extreme event; or
    - (ii) the sufficiency of asset replacement and renewal for assets relating to the extreme event;
  - (e) any investigation, analysis, or post-event review conducted of the extreme event;

- (f) an outline of any intended review, intended analysis, or intended investigation that would meet the categories specified in clause 12.6(c)-(e), which is planned, but not yet completed; and
- (g) a certificate in the form set out in Schedule 11, signed by at least one **director** of the **non-exempt EDB**.
- 12.7 Despite clauses 12.1, 12.3, and 12.5, a **non-exempt EDB** is not required to make publicly available on its website any information that is commercially sensitive or confidential.

## **Schedule 1.1: Starting prices**

(1) The starting prices that apply for the **first assessment period** of the **DPP regulatory period** for each **non-exempt EDB**, other than Aurora Energy Limited, is the **forecast net allowable revenue** for that **non-exempt EDB** for that **first assessment period** specified in Table 1.1.1.

Table 1.1.1: Starting prices for the DPP regulatory period

Non-exempt EDB	Forecast net allowable revenue (\$000)
Alpine Energy Limited	73,360
Electricity Ashburton Limited	44,281
Electricity Invercargill Limited	16,950
Firstlight Network Limited	34,275
Horizon Energy Distribution Limited	34,128
Nelson Electricity Limited	7,219
Network Tasman Limited	37,179
Orion New Zealand Limited	231,404
OtagoNet Joint Venture	34,648
Powerco Limited	446,158
The Lines Company Limited	48,646
Top Energy Limited	51,691
Unison Networks Limited	133,360
Vector Limited	579,389
Wellington Electricity Lines Limited	118,696

(2) For Aurora Energy Limited, the starting prices that will apply for its **first assessment period** will be determined before the commencement of that **assessment period**.

## Schedule 1.2: Annual rate of change

(1) The annual rate of change for each **non-exempt EDB** is set out in Table 1.2.1.

Table 1.2.1: Annual rate of change

Non-exempt EB	Alternative X factor
Alpine Energy Limited	0.0%
Electricity Ashburton Limited	-10.7%
lectricity Invercargill Limited	-7.7%
rstlight Network Limited	-10.2%
orizon Energy Distribution Limited	-2.4%
elson Electricity Limited	-7.1%
etwork Tasman Limited	-8.3%
ion New Zealand Limited	-9.8%
agoNet Joint Venture	-12.3%
owerco Limited	-3.9%
ne Lines Company Limited	-6.0%
p Energy Limited	-13.5%
nison Networks Limited	-11.8%
ctor Limited	-8.0%
ellington Electricity Lines Limited	-9.6%

(2) For Aurora Energy Limited, the annual rate of change that will apply will be determined before its **first assessment period**.

## Schedule 1.3: Forecast net allowable revenue

(1) The **forecast net allowable revenue** for each **non-exempt EDB** for each **assessment** period of the **DPP regulatory period**, other than for the **first assessment period**, is the amount calculated in accordance with the following formula:

$$FNAR_{Y1} \times (1 + \Delta FCPI) \times (1 - x)^{t-1}$$

where-

t is the number of the assessment period;

FNAR<sub>Y1</sub> is **forecast net allowable revenue** for the **first** assessment period, as specified in Schedule 1.1;

 $\Delta$ FCPI is the change in **forecast CPI**, calculated in accordance with paragraph (2) of this Schedule; and

x is the annual rate of change specified in Schedule 1.2.

(2) For the purposes of paragraph (1), the 'change in **forecast CPI**' is determined in accordance with the following formula:

$$\frac{FCPI_{Jun,yt} + FCPI_{Sep,yt} + FCPI_{Dec,yt} + FCPI_{Mar,yt}}{FCPI_{Jun,Y1} + FCPI_{Sep,Y1} + FCPI_{Dec,Y1} + FCPI_{Mar,Y1}} - 1$$

where-

FCPI means forecast CPI;

yt means the current assessment period; and

*Y1* is the **first assessment period**.

### Schedule 1.4: Calculation of forecast allowable revenue

- (1) When setting prices for an **assessment period**, a **non-exempt EDB** must calculate the **forecast allowable revenue**.
- (2) When calculating the **forecast allowable revenue**, a **non-exempt EDB** must prepare a forecast of **pass-through costs** and a forecast of **recoverable costs**.
- (3) All forecasts of **pass-through costs** and **recoverable costs** used to calculate the **forecast allowable revenue** must be demonstrably reasonable.
- (4) For the purposes of paragraph (3), **recoverable costs** include the amounts specified in Schedule 2.1.
- (5) For each **non-exempt EDB**, subject to the applicable provisions under clause 10, the **forecast allowable revenue** for an **assessment period** is the amount calculated in accordance with the following formula—

$$FNAR + FLCCR + FPTC + FRC$$

where—
FNAR is the forecast net allowable revenue;

FLCCR is revenue forecast to be received under all large connection contracts;

FPTC is forecast pass-through costs; and

FRC is forecast recoverable costs.

(6) All forecasts of revenue to be received under a **large connection contract** must be demonstrably reasonable.

## Schedule 1.5: Revenue smoothing limit

(1) The **revenue smoothing limit** for each **non-exempt EDB** for the **DPP regulatory period**, other than for the **first assessment period**, is the amount calculated in accordance with the following formula:

$$(FNAR_t + FRC_{t-1} \times (1 + \Delta SFCPI)) \times 1.1$$

where-

FNAR<sub>t</sub> is **forecast net allowable revenue** for the **assessment period**;

FRC<sub>t-1</sub> is forecast **recoverable costs** for the prior **assessment period**; and

 $\Delta$ SFCPI is **forecast CPI** for revenue smoothing.

(2) For the purposes of paragraph (1), 'forecast CPI for revenue smoothing' is the amount calculated in accordance with the following formula:

$$\frac{{}^{FCPI}{Jun,t} + {}^{FCPI}{Sep,t} + {}^{FCPI}{Dec,t} + {}^{FCPI}{Mar,t}}{{}^{FCPI}{Jun,t-1} + {}^{FCPI}{Sep,t-1} + {}^{FCPI}{Dec,t-1} + {}^{FCPI}{Mar,t-1}} - 1$$

where-

FCPI<sub>q,t</sub> is **forecast CPI** for the quarter year ending in 'q' in the

relevant year 'y';

t is the current **assessment period**; and

t-1 is the **assessment period** immediately prior to the current

assessment period.

# Schedule 1.6: Calculation of wash-up accrual amount for an assessment period

Calculation of the wash-up accrual amount for an assessment period

(1) The 'wash-up accrual amount' is the amount calculated for each **assessment period** in accordance with the following formula:

where-

AAR is **actual allowable revenue** calculated in accordance with paragraph (3) of this Schedule;

AR is **actual revenue** calculated in accordance with paragraph (2) of this Schedule; and

 $\Delta RLCC$  is the large connection contract wash-up amount calculated in accordance with paragraph (9) of this Schedule.

Calculation of actual revenue for an assessment period

(2) For the purposes of paragraph (1), 'actual revenue' is the amount calculated for an assessment period in accordance with the following formula:

$$\Sigma (AP \times AQ) + AORI + ARLCC$$

where-

 $\Sigma$  (AP  $\times$  AQ) is the sum of each **price** multiplied by the corresponding **quantity**;

AORI is actual other regulated income; and

ARLCC is actual revenue received under all **large connection** contracts.

Calculation of actual allowable revenue for an assessment period

(3) For the purposes of paragraph (1), 'actual allowable revenue' is an amount calculated for an **assessment period** in accordance with the following formula:

$$ANAR + PTC + RC + QRLCC$$

where-

ANAR is **actual net allowable revenue** as specified in paragraphs (4) and (7);

PTC is actual pass-through costs;

RC is actual recoverable costs; and

QRLCC is revenue receivable under all large connection contracts.

Calculation of actual net allowable revenue for the first assessment period

(4) For the purposes of paragraph (3), 'actual net allowable revenue' for the **first** assessment period is an amount calculated in accordance with the following formula:

AMAR 
$$\div$$
 (1+ $\Delta$ FCPI<sub>Y0-1</sub>)  $\times$  (1+ $\Delta$ CPI<sub>Y0-1</sub>)

where-

AMAR is **actual maximum allowable revenue** as specified in paragraph (6) of this Schedule;

 $\Delta FCPI_{Y0-1}$  is the change in **forecast CPI** and is 2.27%; and

 $\Delta CPI_{Y0-1}$  is the change in actual **CPI** calculated in accordance with paragraph (5) of this Schedule.

(5) For the purposes of paragraph (4), the 'change in actual **CPI**' for the **first assessment period** is an amount calculated in accordance with the formula:

$$\frac{\mathrm{CPI}_{Jun,Y1} + \mathrm{CPI}_{Sep,Y1} + \mathrm{CPI}_{Dec,Y1} + \mathrm{CPI}_{Mar,Y1}}{\mathrm{CPI}_{Jun,Y0} + \mathrm{CPI}_{Sep,Y0} + \mathrm{CPI}_{Dec,Y0} + \mathrm{CPI}_{Mar,Y0}} - 1$$

where-

 $CPI_{q,y}$  is **CPI** for the quarter year ending in 'q' in the relevant year 'y';

Y1 is the **first assessment period**; and

Y0 is the **disclosure year** immediately prior to the **first** assessment period.

## Calculation of actual maximum allowable revenue

(6) For the purposes of paragraph (4), 'actual maximum allowable revenue' is the value of "MAR (applicable X factor) 2026" for the **non-exempt EDB** calculated in Row 18 of the "Outputs" sheet of the **DPP4 financial model** when replacing:

"Value of commissioned assets, 2024/25" in Row 47 of the "Inputs" sheet.

with the sum of the actual value of commissioned assets in disclosure year 2025

"The sum of depreciation for existing assets" for each year in Rows 62-67 of the "Inputs" sheet.

with the sum of depreciation for existing assets in each year calculated by adopting the weighted-average **remaining asset life** calculated under Part 2 of the **IM determination** in **disclosure year** 2025

Calculation of actual net allowable revenue in all other assessment periods

(7) For the purposes of paragraph (3), 'actual net allowable revenue' for each assessment period except the first assessment period is an amount calculated in accordance with the following formula:

$$ANAR_{Y1} \times (1 + \Delta CPI) \times (1 - x)^{t}$$

where-

ANAR<sub>Y1</sub> is **actual net allowable revenue** for the **first assessment period** as calculated in accordance with paragraph (4) of this Schedule;

 $\Delta CPI$  is the change in actual **CPI**, calculated in accordance with paragraph (8) of this Schedule;

- x is the annual rate of change specified in Schedule 1.2; and
- t is the number of assessment periods between the first assessment period and the current assessment period.
- (8) For the purposes of paragraph (7), the 'change in actual **CPI**' for each **assessment period** except the **first assessment period** is an amount calculated in accordance with the formula:

$$\frac{\text{CPI}_{Jun,Yt} + \text{CPI}_{Sep,Yt} + \text{CPI}_{Dec,Yt} + \text{CPI}_{Mar,yt}}{\text{CPI}_{Jun,Y1} + \text{CPI}_{Sep,Y1} + \text{CPI}_{Dec,Y1} + \text{CPI}_{Mar,Y1}} - 1$$

where-

 $CPI_{q,y}$  is CPI for the quarter year ending in 'q' in the relevant year 'y';

Yt is the current assessment period; and

Y1 is the **first assessment period**.

## Calculation of the large connection contract wash-up

(9) For the purposes of paragraph (1), 'large connection contract wash-up amount' is an amount calculated for each **assessment period** in accordance with the following formula:

QRLCC - ARLCC

where-

QRLCC is revenue receivable under all large connection contracts; and

ARLCC is actual revenue received under all large connection contracts.

## Schedule 1.7: Wash-up accrual amounts – undercharging limit

- (1) The **undercharging limit** that is to apply for the purposes of calculating **voluntary revenue foregone** under clause 3.1.4 of the **IM determination** is, for an **assessment period**, specified as the lesser of:
  - (a) 0.9 x forecast allowable revenue for that assessment period; or
  - (b) 0.9 x (revenue smoothing limit + forecast pass-through costs + revenue forecast to be received under all large connection contracts) for that assessment period.

## Schedule 2.1: Recoverable costs

- (1) The **forecast opex** used for calculating the **opex incentive amount** is specified in paragraph (1) of Schedule 2.2.
- (2) The **forecast aggregate value of commissioned assets** and **retention factor** used for calculating the **capex incentive amount** are specified in paragraphs (2)-(4) of Schedule 2.2.
- (3) The **extended reserves allowance** for a **non-exempt EDB** must be approved in accordance with Schedule 5.2.
- (4) The **quality incentive adjustment** for a **non-exempt EDB** must be calculated in accordance with Schedule 4.
- (5) For the purposes of a **non-exempt EDB's innovation and non-traditional solutions** allowance,—
  - (a) the process and criteria for the **Commission** to approve an **INTSA proposal** are set out at Schedule 5.3;
  - (b) the amount of the **innovation and non-traditional solutions allowance** is the sum of the forecast costs of every **INTSA proposal** approved under Schedule 5.3, that—
    - (i) subject to subparagraph (c), are available to be recovered by the **non-exempt EDB** for each approved **INTSA proposal** after all of the **INTSA outputs** for the **project** or **programme** have been delivered; and
    - (ii) have not already been recovered from the **non-exempt EDB's innovation** and **non-traditional solutions allowance**; and
  - (c) the amount that may be recovered by the **non-exempt EDB** for the **DPP regulatory period** must not exceed the limit specified in paragraph (19) of Schedule 5.3.

## Schedule 2.2: Specified amounts for the incremental rolling incentive scheme

Schedule 2.1

(1) For the purposes of calculating the **forecast opex** for each **non-exempt EDB** for the **DPP regulatory period**, the **forecast opex** for each **assessment period** is as set out in Table 2.2.1 and modified by the following formula:

Nominal opex<sub>Yt</sub> 
$$\div \Delta FCPI_{Yt} \times \Delta CPI_{Yt}$$

where-

Yt is the assessment period;

Nominal opex is the value for the **non-exempt EDB** and **assessment period** in Table 2.2.1;

 $\Delta FCPI_{Yt}$  is the change in **forecast CPI** set out in Table 2.2.3; and

 $\Delta CPI_{Yt}$  is the change in **CPI** between the **first assessment period** and the current **assessment period** calculated in accordance with paragraph (3) of this Schedule.

Table 2.2.1: Forecast opex for non-exempt EDBs for the DPP regulatory period for the purposes of the incremental rolling incentive scheme

Non- exempt EDB	Assessment period (All amounts in \$000)					
	Assessment period ending 31 March 2026	Assessment period ending 31 March 2027	Assessment period ending 31 March 2028	Assessment period ending 31 March 2029	Assessment period ending 31 March 2030	
Alpine Energy Limited	35,195	36,448	37,761	39,152	40,607	
Electricity Ashburton Limited	18,286	18,657	19,044	19,454	19,881	
Electricity Invercargill Limited	6,808	7,064	7,306	7,562	7,829	
Firstlight Network Limited	17,236	17,740	18,267	18,824	19,404	

Non- exempt EDB	Assessment period (All amounts in \$000)				
	Assessment period ending 31 March 2026	Assessment period ending 31 March 2027	Assessment period ending 31 March 2028	Assessment period ending 31 March 2029	Assessment period ending 31 March 2030
Horizon Energy Distribution Limited	14,603	15,856	15,023	15,342	15,886
Nelson Electricity Limited	2,730	2,818	2,910	3,007	3,108
Network Tasman Limited	17,074	17,688	18,330	19,011	19,722
Orion New Zealand Limited	94,997	98,974	103,195	108,575	113,062
OtagoNet Joint Venture	11,783	12,326	12,828	13,360	13,918
Powerco Limited	140,784	148,245	155,751	162,053	169,270
The Lines Company Limited	20,338	21,229	21,905	22,620	23,363
Top Energy Limited	26,674	27,422	28,187	28,995	29,833
Unison Networks Limited	59,564	63,281	64,720	67,747	71,037
Vector Limited	203,993	213,434	222,894	232,988	243,815
Wellington Electricity Lines Limited	46,247	47,789	49,390	51,225	53,083

(2) For the purposes of calculating the **forecast aggregate value of commissioned assets** for each **non-exempt EDB** for the **DPP regulatory period**, the **forecast aggregate value of commissioned assets** for each **assessment period** is as set out in Table 2.2.2 and modified by the following formula:

Nominal 
$$VCA_{Yt} \div \Delta FCPI_{Yt} \times \Delta CPI_{Yt}$$

where -

Yt is the assessment period;

Nominal VCA is the value for the non-exempt EDB and assessment period in Table 2.2.2;

 $\Delta FCPI_{Yt}$  is the change in **forecast CPI** set out in Table 2.2.3; and

 $\Delta CPI_{Yt}$  is the change in **CPI** between the **first assessment period** and the current **assessment period** calculated in accordance with paragraph (3) of this Schedule.

Table 2.2.2: Forecast aggregate value of commissioned assets for non-exempt EDBs for the DPP regulatory period for the purposes of the capex incentive

Non-exempt EDB	Assessment period (All amounts in \$000)				
	Assessment period ending 31 March 2026	Assessment period ending 31 March 2027	Assessment period ending 31 March 2028	Assessment period ending 31 March 2029	Assessment period ending 31 March 2030
Alpine Energy Limited	33,807	31,634	28,623	25,578	30,228
Electricity Ashburton Limited	18,567	16,035	16,082	15,972	16,162
Electricity Invercargill Limited	6,901	9,274	9,939	8,197	9,826
Firstlight Network Limited	18,612	18,903	14,930	17,173	16,722
Horizon Energy Distribution Limited	11,817	10,900	13,388	12,258	12,210
Nelson Electricity Limited	2,260	2,733	2,861	2,464	2,462
Network Tasman Limited	25,320	21,607	19,197	16,929	17,037
Orion New Zealand Limited	120,361	147,674	140,489	147,353	151,493
OtagoNet Joint Venture	23,508	32,543	33,333	35,965	37,734

Powerco Limited	307,844	324,345	359,802	366,932	382,739
The Lines Company Limited	29,292	27,127	23,545	24,913	24,009
Top Energy Limited	24,030	24,210	24,577	25,349	24,402
Unison Networks Limited	82,704	91,744	91,073	93,755	114,647
Vector Limited	323,458	326,807	287,959	244,321	258,663
Wellington Electricity Lines Limited	63,211	96,848	92,856	93,096	75,642

Table 2.2.3: Forecast CPI

Assessment period ending 31					
March	2026	2027	2028	2029	2030
$\Delta FCPI_{Yt}$	1.0227	1.0432	1.0641	1.0853	1.1071

(3) For the purposes of calculating the **forecast opex** and the **forecast aggregate value of commissioned assets** for each **non-exempt EDB** for the **DPP regulatory period** under paragraphs (1) and (2) respectively, the "change in **CPI** between the **first assessment period** and the current **assessment period**" is calculated according to the following formula:

$$\frac{\mathit{CPI}_{Jun,Yt} + \mathit{CPI}_{Sep,Yt} + \mathit{CPI}_{Dec,Yt} + \mathit{CPI}_{Mar,Yt}}{\mathit{CPI}_{Jun,2025} + \mathit{CPI}_{Sep,2025} + \mathit{CPI}_{Dec,2025} + \mathit{CPI}_{Mar,2025}}$$

where-

 $CPI_{q,y}$  is the  $\mbox{\bf CPI}$  for the quarter year ending in q in the relevant year;

Yt is the assessment period; and

is the **disclosure year** ending 31 March 2025.

(4) For the purposes of calculating the **capex incentive amount** for each **non-exempt EDB** for the **DPP regulatory period**, the **retention factor** is 32.16%.

## Schedule 3.1: Quality standards – planned interruptions

Clauses 9.1, 9.2, 9.3, 9.4, 9.5 and 9.6

(1) The planned accumulated SAIDI limits and planned accumulated SAIFI limits for planned interruptions for each non-exempt EDB for the DPP regulatory period, subject to clauses 9.3-9.6 and the applicable provisions under clause 10, are as set out in Table 3.1.1.

Table 3.1.1: Planned accumulated SAIDI limits and planned accumulated SAIFI limits for planned interruptions for non-exempt EDBs for the DPP regulatory period

Non-exempt EDB	Planned accumulated SAIDI limit for the DPP regulatory period	Planned accumulated SAIFI limit for the DPP regulatory period
Alpine Energy Limited	825.77	3.1437
Aurora Energy Limited	1,077.78	6.0924
Electricity Ashburton Limited	1,238.47	4.4045
Electricity Invercargill Limited	125.94	0.5702
Firstlight Network Limited	1,213.15	6.7271
Horizon Energy Distribution Limited	944.50	5.9856
Nelson Electricity Limited	162.10	2.1297
Network Tasman Limited	1,067.94	4.4119
Orion New Zealand Limited	218.24	0.7399
OtagoNet Joint Venture	2,323.77	9.2088
Powerco Limited	849.75	3.8125
The Lines Company Limited	1,284.15	7.8774
Top Energy Limited	1,727.59	8.5279
Unison Networks Limited	688.37	4.9114
Vector Limited	643.92	3.1661
Wellington Electricity Lines Limited	76.66	0.6089

Calculation of the planned SAIDI assessed values

(2) A non-exempt EDB's planned SAIDI assessed value (SAIDI<sub>planned, assessed</sub>) for planned interruptions, intended interruptions cancelled without notice and intended interruptions cancelled with notice for an assessment period are calculated in accordance with the formula—

$$SAIDI_{planned, assessed} = SAIDI_{B+} \frac{SAIDI_{N}}{2}$$

where-

#### $SAIDI_B$ is the sum of the **SAIDI values**:

- (a) for any Class B interruptions commencing within the assessment period that are not Class B notified interruptions; and
- (b) in respect of any Class B notified interruptions commencing within the assessment period that have occurred partially or wholly outside of their specified notified interruption window or alternate day, the SAIDI value attributable to the period of minutes that falls outside of that specified notified interruption window or alternate day; and
- (c) excluding any SAIDI INTSA value that the non-exempt EDB chooses to exclude for any Class B interruptions commencing within the assessment period that are not Class B notified interruptions, up to a cap for the DPP regulatory period calculated as follows:

(0.01 × planned accumulated SAIDI limit) - (SAIDI INTSA values that the non-exempt EDB chooses to exclude under subparagraph (d) of the definition of SAIDI<sub>N</sub>)

#### SAIDIN is the sum of:

- (a) the SAIDI values attributable to any minutes that fall within the specified notified interruption window or alternate day of any Class B notified interruptions commencing within the assessment period, where the SAIDI value is the greater of that calculated based on:
  - the duration of minutes accumulated for each
     ICP that the Class B notified interruption
     occurred for; and
  - (ii) the period of the **notified interruption** window minus two hours; and
- (b) the 'intended SAIDI values' of any intended interruption cancelled without notice in the assessment period, where the 'intended SAIDI value' for each of those intended interruptions cancelled without notice is the greater of that calculated based on:
  - the duration of minutes accumulated for each
     ICP that the intended interruption occurred
     for, which will be nil; and
  - (ii) the period of the **notified interruption** window minus two hours; and

- (c) the 'intended SAIDI values' of any intended interruption cancelled with notice in the assessment the period, where the 'intended SAIDI value' for each of those intended interruptions cancelled with notice is nil; and
- (d) excluding any SAIDI INTSA value that the non-exempt EDB chooses to exclude for any Class B notified interruptions commencing within the assessment period, up to a cap for the DPP regulatory period calculated as follows:

 $(0.01 \times planned accumulated SAIDI limit)$  - (SAIDI INTSA values that the non-exempt EDB chooses to exclude under subparagraph (c) of the definition of  $SAIDI_B$ )

#### Calculation of the planned SAIFI assessed values

(3) A non-exempt EDB's planned SAIFI assessed value (SAIFI planned, assessed) for planned interruptions for an assessment period is the sum of the SAIFI values for Class B interruptions commencing within the assessment period, excluding the sum of any SAIFI INTSA values that the non-exempt EDB chooses to exclude for Class B interruptions commencing within the assessment period, up to a cap on all exclusions for the DPP regulatory period of 1.0% of the planned accumulated SAIFI limit for Class B interruptions.

#### Additional notice

- (4) 'Additional notice' means a notice provided by a **non-exempt EDB** before an **intended interruption** is due to commence that provides information on that **intended interruption**, where:
  - (a) the notice must specify:
    - that the **intended interruption** is to be treated as a 'notified interruption';
    - (ii) the notified interruption window and, where applicable, the one alternate day;
    - (iii) the reason(s) for the **intended interruption**; and
    - (iv) information on where to access any further information or updates on the intended interruption, including any updates on whether the intended interruption will occur within the notified interruption window or the one alternate day; and
  - (b) the non-exempt EDB must ensure that the information provided under (a)(ii)-(iv) above is made accessible on the non-exempt EDB's

- website or similar online tool at the same time that the notice is provided to the persons under (d);
- (c) for the purposes of (a)(iv), the non-exempt EDB is providing an update that the intended interruption will occur on the alternate day, that update, prior to the commencement of the notified interruption window, must:
  - (i) be made accessible on the non-exempt EDB's website or similar online tool;
  - (ii) specify any reasons for why the intended interruption will occur on the alternate day;and
  - (iii) be provided to the persons under (d); and
- (d) the notice must be provided to:
  - (i) all of the non-exempt EDB's consumers directly billed by the non-exempt EDB affected by the intended interruption no later than ten working days before that intended interruption is due to commence; and
  - (ii) for all of the non-exempt EDB's consumers not directly billed by the non-exempt EDB affected by the intended interruption, one of the following:
    - A. all **electricity retailers** affected by the **intended interruption** no later than ten **working days** before that **intended interruption** is due to commence; or
    - B. all of the non-exempt EDB's consumers (except for those consumers directly billed by the non-exempt EDB) affected by the intended interruption no later than four working days before that intended interruption is due to commence.
- (5) The information provided in accordance with paragraph (4)(a)(ii)-(iv) of an **additional notice** may be amended in circumstances where the **non-exempt EDB** provides notice of that amendment to all persons subject to the original notice under paragraph (4)(d)(i)-(ii) above, where that amended notice:
  - (a) provides the reason(s) for the amendment; and
  - (b) is provided within the following applicable timeframe:

- (i) at least 24-hours prior to the commencement of the **notified interruption window** or, where applicable, the **alternate day**; or
- (ii) within the time limits specified in paragraph (4)(d)(i) and either (4)(d)(ii)A or (4)(d)(ii)B above if the amendment would result in a different start date than that specified in the **notified interruption window** or **alternate day**.

## Schedule 3.2: Quality standards – unplanned interruptions

Clauses 9.7 and 9.8

(1) The unplanned SAIDI limits and unplanned SAIFI limits, and SAIDI unplanned boundary values and SAIFI unplanned boundary values, for unplanned interruptions for each non-exempt EDB for each assessment period of the DPP regulatory period, subject to the applicable provisions under clause 10, are as set out in Table 3.2.1.

Table 3.2.1: Unplanned SAIDI limits, unplanned SAIFI limits, SAIDI unplanned boundary values and SAIFI unplanned boundary values for non-exempt EDBs for the DPP regulatory period

Non-exempt EDB	Unplanned SAIDI limit	Unplanned SAIFI limit	SAIDI unplanned boundary value	SAIFI unplanned boundary value
Alpine Energy Limited	118.47	1.1372	8.47	0.0580
Aurora Energy Limited	128.36	1.9675	7.05	0.0869
Electricity Ashburton Limited	87.38	1.2416	4.95	0.0696
Electricity Invercargill Limited	27.15	0.6608	5.00	0.0900
Firstlight Network Limited	230.43	3.3101	18.80	0.1807
Horizon Energy Distribution Limited	184.80	2.2709	12.09	0.0920
Nelson Electricity Limited	18.62	0.4063	6.03	0.1405
Network Tasman Limited	98.33	1.1358	6.87	0.0611
Orion New Zealand Limited	80.47	0.9819	3.10	0.0287
OtagoNet Joint Venture	168.37	2.3401	11.44	0.1551
Powerco Limited	189.27	2.1550	8.84	0.0513
The Lines Company Limited	190.55	3.2839	14.09	0.1409
Top Energy Limited	399.25	4.8196	26.78	0.1689
Unison Networks Limited	81.52	1.7244	3.67	0.0630
Vector Limited	110.07	1.4034	5.79	0.0404
Wellington Electricity Lines Limited	37.82	0.5829	1.65	0.0259

Calculation of the unplanned SAIDI assessed values

- (2) The **unplanned SAIDI** assessed value (*SAIDI*<sub>unplanned, assessed) for an **assessment period** is the sum of the **SAIDI** values for **Class C** interruptions commencing within the **assessment period**, where, in the following order:</sub>
  - (a) the **SAIDI value** for each 30 minute period excludes the sum of any **SAIDI INTSA** values that the **non-exempt EDB** chooses to exclude for **Class C interruptions** in the **assessment period**, up to the cap on all exclusions under paragraph (b);

- (b) the sum of any SAIDI INTSA values for Class C interruptions in the assessment period excluded under paragraph (a) must, before the replacement of the SAIDI value in paragraph (c) occurs, not exceed a cap on all exclusions of 1.0% of the unplanned SAIDI limit; and
- (c) the **SAIDI value** for each 30 minute period that starts on the hour or half past the hour within a **SAIDI major event** that exceeds 1/48<sup>th</sup> of the **SAIDI unplanned** boundary value for that assessment period is replaced with 1/48<sup>th</sup> of the **SAIDI unplanned boundary value** for that assessment period.

## Calculation of the unplanned SAIFI assessed values

- (3) The **unplanned SAIFI** assessed value (*SAIFI*<sub>unplanned, assessed</sub>) for an **assessment period** is the sum of the **SAIFI** values for **Class C** interruptions commencing within the **assessment period**, where, in the following order:
  - (a) the **SAIFI value** for each 30 minute period excludes the sum of any **SAIFI INTSA** values that the **non-exempt EDB** chooses to exclude for **Class C interruptions** in the **assessment period**, up to the cap on all exclusions under paragraph (b);
  - (b) the sum of any SAIFI INTSA values for Class C interruptions in the assessment period excluded under paragraph (a) must, before the replacement of the SAIFI value in paragraph (c) occurs, not exceed a cap on all exclusions of 1.0% of the unplanned SAIFI limit; and
  - (c) the **SAIFI value** for each 30 minute period that starts on the hour or half past the hour within a **SAIFI major event** that exceeds 1/48<sup>th</sup> of the **SAIFI unplanned** boundary value for that assessment period is replaced with 1/48<sup>th</sup> of the **SAIFI unplanned boundary value** for that assessment period.

## Schedule 3.3: Quality standards - extreme event

Clauses 9.9 and 9.10

- (1) The extreme event standard limits for unplanned interruptions for each nonexempt EDB for the DPP regulatory period, are:
  - (a) a **SAIDI value** of 120 minutes, whereby the **extreme event standard limit** will be exceeded if, during any period of 24 hours (starting on the hour or half past the hour), the **SAIDI value** of all **unplanned interruptions** that start during that 24-hour period, in aggregate, is above 120 minutes; and
  - (b) a total of six million customer interruption minutes, whereby the extreme event standard limit will be exceeded if, during any period of 24 hours (starting on the hour or half past the hour), the total duration of customer interruption minutes resulting from all unplanned interruptions that start during that 24-hour period, in aggregate, is more than six million customer interruption minutes.
- (2) For the purposes of paragraph (1), unplanned interruptions excludes any unplanned interruption that is the result of major external factors.

## Schedule 4: How to calculate the quality incentive adjustment Schedule 2.1

- (1) The quality incentive adjustment must be calculated by the non-exempt EDB within 5 months after the expiration of the assessment period in accordance with paragraph (5), and is a recoverable cost in the assessment period following that in which it was calculated.
- (2) Subject to the applicable provisions under clause 10, the SAIDI unplanned interruption target, SAIDI unplanned interruption collar, and SAIDI unplanned interruption cap for unplanned interruptions during the DPP regulatory period are as set out in Table 4.1.

Table 4.1: SAIDI unplanned interruption collars, SAIDI unplanned interruption targets and SAIDI unplanned interruption caps for the DPP regulatory period

Non-exempt EDB	SAIDI unplanned interruption collar	SAIDI unplanned interruption target	SAIDI unplanned interruption cap
Alpine Energy Limited	0	87.29	118.47
Aurora Energy Limited	0	92.48	128.36
Electricity Ashburton Limited	0	68.07	87.38
Electricity Invercargill Limited	0	16.16	27.15
Firstlight Network Limited	0	182.54	230.43
Horizon Energy Distribution Limited	0	137.71	184.80
Nelson Electricity Limited	0	9.06	18.62
Network Tasman Limited	0	72.70	98.33
Orion New Zealand Limited	0	63.14	80.47
OtagoNet Joint Venture	0	126.02	168.37
Powerco Limited	0	159.56	189.27
The Lines Company Limited	0	150.19	190.55
Top Energy Limited	0	317.27	399.25
Unison Networks Limited	0	67.28	81.52
Vector Limited	0	93.74	110.07
Wellington Electricity Lines Limited	0	29.64	37.82

(3) The SAIDI planned interruption target, SAIDI planned interruption collar, and SAIDI planned interruption cap for planned interruptions for each non-exempt EDB during the DPP regulatory period, subject to the applicable provisions under clause 10, are as set out in Table 4.2.

Table 4.2: SAIDI planned interruption collars, SAIDI planned interruption targets and SAIDI planned interruption caps for the DPP regulatory period

Non-exempt EDB	SAIDI planned interruption collar	SAIDI planned interruption target	SAIDI planned interruption cap
Alpine Energy Limited	0	82.58	165.15
Aurora Energy Limited	0	181.70	215.56
Electricity Ashburton Limited	0	118.06	247.69
Electricity Invercargill Limited	0	18.05	25.19
Firstlight Network Limited	0	121.32	242.63
Horizon Energy Distribution Limited	0	110.03	188.90
Nelson Electricity Limited	0	15.70	32.42
Network Tasman Limited	0	106.79	213.59
Orion New Zealand Limited	0	23.83	43.65
OtagoNet Joint Venture	0	232.38	464.75
Powerco Limited	0	86.50	169.95
The Lines Company Limited	0	128.42	256.83
Top Energy Limited	0	172.76	345.52
Unison Networks Limited	0	86.78	137.67
Vector Limited	0	86.34	128.78
Wellington Electricity Lines Limited	0	10.95	15.33

(4) The **incentive rate** for each **non-exempt EDB** during the **DPP regulatory period**, subject to the applicable provisions under clause 10, is as set out in Table 4.3.

Table 4.3: Incentive rates for the DPP regulatory period

Non-exempt EDB	Incentive rate
Alpine Energy Limited	16,052
Aurora Energy Limited	26,481
Electricity Ashburton Limited	11,364
Electricity Invercargill Limited	4,909
Firstlight Network Limited	5,620

Non-exempt EDB	Incentive rate
Horizon Energy Distribution Limited	10,284
Nelson Electricity Limited	2,634
Network Tasman Limited	12,673
Orion New Zealand Limited	65,697
OtagoNet Joint Venture	9,015
Powerco Limited	96,938
The Lines Company Limited	7,143
Top Energy Limited	6,434
Unison Networks Limited	32,406
Vector Limited	165,847
Wellington Electricity Lines Limited	44,507

- (5) The quality incentive adjustment for a non-exempt EDB is calculated as follows—
  - (a) calculate the sum of:
    - (i)  $(SAIDI_{unplanned,target} SAIDI_{unplanned,assessed}) * IR;$  and
    - (ii)  $(SAIDI_{planned,target} SAIDI_{planned,assessed}) * 0.5 * IR;$
  - (b) if the sum calculated under subparagraph (a) is positive, the **quality incentive** adjustment is the lesser of:
    - (i) the sum calculated under subparagraph (a); and
    - (ii) revenue at risk; and
  - (c) if the sum calculated under subparagraph (a) is negative, the **quality** incentive adjustment is the greater of:
    - (i) the sum calculated under subparagraph (a); and
    - (ii) (revenue at risk \* -1).
- (6) For the purposes of paragraph (5),—
  - (a) SAIDI<sub>unplanned,target</sub> is the **SAIDI** unplanned interruption target specified for a non-exempt EDB in respect of unplanned interruptions for the assessment period;
  - (b) SAIDI<sub>unplanned,assessed</sub> is the unplanned SAIDI assessed value for a non-exempt EDB in respect of unplanned interruptions for the assessment period;
  - (c) where *SAIDIunplanned,assessed* is greater than the **SAIDI unplanned interruption** cap specified for a non-exempt EDB for the assessment period,

*SAIDIunplanned,assessed* equals the **SAIDI unplanned interruption cap** specified for the **non-exempt EDB** for the **assessment period**;

- (d) IR is the incentive rate specified for the non-exempt EDB in respect of the assessment period;
- (e) SAIDI<sub>planned,target</sub> is the SAIDI planned interruption target specified for the non-exempt EDB in respect of planned interruptions for the assessment period;
- (f) SAIDI<sub>planned,assessed</sub> is the planned SAIDI assessed value for the non-exempt EDB in respect of planned interruptions for the assessment period;
- (g) where SAIDI<sub>planned,assessed</sub> is greater than the SAIDI planned interruption cap specified for the non-exempt EDB for the assessment period, SAIDI<sub>planned,assessed</sub> equals the SAIDI planned interruption cap specified for the non-exempt EDB for the assessment period; and
- (h) **revenue at risk** is calculated in accordance with the following formula:

$$0.02 * ANAR$$

where-

ANAR is the actual net allowable revenue for the non-exempt EDB for the assessment period.

## Schedule 5.1: Avoided transmission charges

#### Schedule 2.1

- (1) For the purposes of calculating a **recoverable cost** under clause 3.1.3(1)(b) of the **IM determination**, the amount of charge described in clause 3.1.2(2)(c) of the **IM determination** that a **non-exempt EDB** has avoided liability to pay as a result of the **EDB** having purchased **system fixed assets** from **Transpower** is—
  - (a) for a purchase prior to 1 April 2025, for each of the five assessment periods immediately following the assessment period in which the purchase of the system fixed assets from Transpower occurs—
    - (i) the amount that would have been charged by Transpower for the use of the system fixed assets transferred to the non-exempt EDB as specified in a pricing schedule determined by Transpower for the year immediately preceding the assessment period in which the charge was first recovered; or
    - (ii) the amount determined in accordance with paragraph (1)(a)(i) of Schedule 5.1 adjusted using a method consistent with the **transmission pricing methodology**; or
  - (b) for a purchase made on or after 1 April 2025—
    - (i) in the first assessment period of the DPP regulatory period following the purchase of the system fixed assets from Transpower, the difference, as calculated by Transpower in accordance with the transmission pricing methodology, between the costs of transmission payable to Transpower for the first full assessment period following the transfer of the system fixed assets and the costs of transmission that would have been payable to Transpower for the assessment period in question had the transfer of system fixed assets not occurred; and
    - (ii) in each of the four following assessment periods after the first assessment period of the DPP regulatory period for which an amount is calculated, the amount calculated in accordance with paragraph (1)(b)(i) of Schedule 5.1, in constant nominal terms.

### Schedule 5.2: Approval of extended reserves allowances

#### Schedule 2.1

- (1) A non-exempt EDB must, no later than 70 working days following the end of an assessment period, submit an application for approval of an extended reserves allowance if any amounts were incurred or received in that assessment period in accordance with any requirements in the Electricity Industry Participation Code 2010 relating to extended reserves.
- (2) The application for approval must include—
  - all compensation payments made by the non-exempt EDB in the assessment period in accordance with any requirements in the Electricity Industry
     Participation Code 2010 relating to extended reserves;
  - (b) all compensation payments and revenue received by the non-exempt EDB in the assessment period in accordance with any requirements in the Electricity Industry Participation Code 2010 relating to extended reserves;
  - (c) an estimate of the compensation payments and revenue received by the nonexempt EDB in the assessment period in accordance with any requirements in the Electricity Industry Participation Code 2010 relating to extended reserves that should be associated with unregulated services, along with reasons for such treatment; and
  - (d) any other explanatory material or supporting information reasonably necessary to demonstrate costs incurred and amounts payable or receivable in accordance with any requirements in the Electricity Industry Participation Code 2010 relating to extended reserves.
- (3) The Commission may request additional information, independent evidence, director certificates, or audit statements relating to the information provided in the application.
- (4) The **Commission** may approve by notice in writing to the **non-exempt EDB**, subject to clause 3.1.3(6) of the **IM determination**, an allowance for costs incurred and amounts payable, or for amounts receivable, under any extended reserves regulations made under the Electricity Industry Act 2010, as determined by the **Commission**.
- (5) The amount approved by the **Commission** is an 'extended reserves allowance' recoverable cost under clause 3.1.3(1)(j) of the **IM determination** in the assessment period to which the application relates.

## Schedule 5.3: Approval to recover forecast costs from innovation and nontraditional solutions allowance

#### Schedule 2.1

### Overview of this Schedule

(1) This Schedule sets out a process and criteria for a **non-exempt EDB** to submit to the **Commission** a proposal in writing for approval to recover from the **non-exempt EDB's innovation and non-traditional solutions allowance** some or all of the forecast costs of a **project** or **programme** in accordance with this Schedule, after all of the **INTSA outputs** for that **project** or **programme** have been delivered (an 'INTSA proposal').

Process for seeking Commission approval of an INTSA proposal

- (2) A **non-exempt EDB** may at any point prior to six months before the end of the **DPP** regulatory period submit an **INTSA** proposal to the **Commission**.
- (3) If a **non-exempt EDB** proposes to work together with 1 or more other **EDBs** to carry out the **project** or **programme** in an **INTSA proposal**, each **non-exempt EDB** carrying out the **project** or **programme** that proposes to recover any of the forecast costs from the **non-exempt EDB's innovation and non-traditional solutions allowance** must submit an **INTSA proposal**.
- (4) An INTSA proposal must set out the following:
  - (a) the purpose of the project or programme in the INTSA proposal, and the steps that the non-exempt EDB intends to take to achieve that purpose if the Commission approves the INTSA proposal;
  - (b) the INTSA outputs and expected benefits of the project or programme for consumers;
  - (c) the date by which the **non-exempt EDB** expects all of the **INTSA outputs** for the **project** or **programme** to have been delivered;
  - (d) the forecast costs of the project or programme for each disclosure year up to the date by which the non-exempt EDB expects all of the INTSA outputs to have been delivered;
  - (e) the proportion of the forecast costs of the **project** or **programme** that the **non-exempt EDB** seeks to recover from the **non-exempt EDB's innovation and non-traditional solutions allowance** (e.g., 75% of the forecast costs of the **project** or **programme**);
  - (f) an estimate of any anticipated **SAIDI INTSA values** or **SAIFI INTSA values** that the **non-exempt EDB** expects to exclude under Schedule 3.1 or 3.2;
  - (g) the cause or causes of the **interruptions** for the **SAIDI INTSA values** and **SAIFI INTSA values** referred to in subparagraph (f);

- (h) any steps that the non-exempt EDB has taken, or proposes to take, to reduce the likelihood or impact on consumers of any interruptions referred to in subparagraph (f);
- (i) whether the **non-exempt EDB** intends to work together with 1 or more other **EDBs** to carry out the **project** or **programme** in the **INTSA proposal** and, if so, how it intends to work together with the other **EDBs**; and
- (j) sufficient information to enable the **Commission** to decide under paragraph (7) whether the **project** or **programme** meets the eligibility criteria under paragraph (6).
- (5) The **Commission** must make an **INTSA** proposal publicly available on its website as soon as practicable after receiving the **INTSA** proposal from the **non-exempt EDB**.

Eligibility criteria for a project or programme in an INTSA proposal

- (6) For the purposes of the **Commission's** decision on whether to approve a **non-exempt EDB's INTSA proposal** under paragraph (7), the eligibility criteria for a **project** or **programme** in an **INTSA proposal** are that—
  - (a) the **project** or **programme** relates to the supply of **electricity distribution** services;
  - (b) the **project** or **programme** promotes the purpose of Part 4 of the **Act**; and
  - (c) one or both of the following applies:
    - (i) the project or programme is unlikely to otherwise result in any financial benefits to the non-exempt EDB in the five disclosure years after the date by which the non-exempt EDB indicates in its INTSA proposal that it expects all of the INTSA outputs to have been delivered:
    - (ii) the benefits of the project or programme are sufficiently uncertain that the non-exempt EDB would not carry out the project or programme if it could not recover some or all of the forecast costs of the project or programme from the non-exempt EDB's innovation and non-traditional solutions allowance.

Commission decision on an INTSA proposal

- (7) The **Commission** may approve a **non-exempt EDB's INTSA proposal** if satisfied that the **project** or **programme** in the **INTSA proposal** will meet the eligibility criteria under paragraph (6).
- (8) If the **Commission** approves the **INTSA proposal** and—
  - (a) is satisfied that the **project** or **programme** in the **INTSA proposal** meets the criterion in paragraph (6)(c)(i), the **non-exempt EDB** may recover from the **non-exempt EDB's innovation and non-traditional solutions allowance** an amount

that is up to 100% of the forecast costs of the relevant **project** or **programme**, after all of the **INTSA outputs** for that **project** or **programme** have been delivered; or

- (b) is not satisfied that the **project** or **programme** in the **INTSA proposal** meets the criterion in paragraph (6)(c)(i), the **non-exempt EDB** may recover from the **non-exempt EDB**'s **innovation and non-traditional solutions allowance** an amount that is up to 75% of the forecast costs of the relevant **project** or **programme**, after all of the **INTSA outputs** for that **project** or **programme** have been delivered.
- (9) If the **Commission** approves a **non-exempt EDB's INTSA proposal** under paragraph (7), the sum of the forecast costs of—
  - (a) the **project** or **programme** that the **non-exempt EDB** recovers from the **non-exempt EDB**'s innovation and non-traditional solutions allowance; and
  - (b) any other **projects** and **programmes** for **INTSA proposals** that the **non-exempt EDB** has already recovered from its **innovation and non-traditional solutions allowance**.
  - must not exceed the limit on the **non-exempt EDB's innovation and non-traditional solutions allowance** specified in paragraph (19).
- (10) As soon as practicable after deciding whether to approve a **non-exempt EDB's INTSA proposal** under paragraph (7), the **Commission** must—
  - (a) notify the non-exempt EDB of the Commission's decision; and
  - (b) make the decision publicly available on the Commission's website.

#### Amendments to approved INTSA proposal

- (11) Paragraph (12) applies if a **non-exempt EDB** proposes to amend one or both of the following features of an approved **INTSA proposal**:
  - (a) any of the INTSA outputs; and
  - (b) the forecast costs for the **project** or **programme**.
- (12) The non-exempt EDB may at any point prior to six months before the end of the DPP regulatory period submit a proposed amendment to the approved INTSA proposal to the Commission.
- (13) Paragraphs (4) to (10) apply in respect of an proposed amendment to an **INTSA** proposal,—
  - (a) as if the approved **INTSA proposal**, as modified by the proposed amendment, were an **INTSA proposal**;
  - (b) taking into account any matters already considered or determined in respect of the approved **INTSA proposal**; and
  - (c) subject to any other necessary modifications.

### EDB closeout report

- (14) Within 50 working days of the delivery of all of the INTSA outputs for the project or programme in a non-exempt EDB's INTSA proposal that the Commission has approved under paragraph (7), the non-exempt EDB must submit a closeout report to the Commission that outlines:
  - (a) whether, and if so how, the **project** or **programme** achieved the purpose set out in the **INTSA proposal** under paragraph (4)(a) and delivered the expected benefits for **consumers** under paragraph (4)(b);
  - (b) if the **project** or **programme** did not achieve the purpose set out in the **INTSA proposal** under paragraph (4)(a), the **non-exempt EDB's** view on why the **project** or **programme** did not achieve that purpose;
  - (c) if the **project** or **programme** did not deliver one or more of the expected benefits for **consumers** set out in the **INTSA proposal** under paragraph (4)(b), the **non-exempt EDB's** view on why the **project** or **programme** did not deliver the expected benefits;
  - (d) any **SAIDI INTSA values** and **SAIFI INTSA values** excluded under Schedule 3.1 or 3.2 in relation to the **project** or **programme**;
  - (e) the cause or causes of the interruptions for any SAIDI INTSA values and SAIFI INTSA values excluded under Schedule 3.1 or 3.2 in relation to the project or programme;
  - (f) any steps that the **non-exempt EDB** took to reduce the likelihood or impact on **consumers** of the **interruptions** under subparagraph (e); and
  - (g) if the **non-exempt EDB** worked together with 1 or more **EDBs** to carry out the **project** or **programme**, an explanation of how the **non-exempt EDB** worked together with the other **EDB** or **EDBs** to carry out the **project** or **programme**; and
  - (h) any insights the **non-exempt EDB** has gained from submitting the **INTSA proposal**, and from the delivery of the **INTSA outputs**, that might assist the **non-exempt EDB** or other **EDBs**, including with future **INSTA proposals**.
- (15) A **non-exempt EDB** required to submit a closeout report under paragraph (14) may request an extension of time for submitting the closeout report.
- (16) A request under paragraph (15) must set out the reasons why the **non-exempt EDB** has requested the extension.
- (17) The **Commission**, if it receives a request under paragraph (15), may decide to extend the time for the **non-exempt EDB** to submit the closeout report if the **Commission** considers that extending the time would promote the purpose of Part 4 of the **Act**.

(18) As soon as practicable after receiving a closeout report from a **non-exempt EDB** under paragraph (14), the **Commission** must make the closeout report publicly available on the **Commission's** website.

Limit on innovation and non-traditional solutions allowance for each non-exempt EDB

(19) Subject to paragraph (20), the limit on the **innovation and non-traditional solutions allowance** for each **non-exempt EDB** for the **DPP regulatory period** is specified in Table 5.1.

Table 5.1: limit on innovation and non-traditional solutions allowance for each non-exempt EDB for the DPP regulatory period

Non-exempt EDB	Limit (\$ million)
Alpine Energy Limited	3.1
Electricity Ashburton Limited	2.3
Electricity Invercargill Limited	0.8
Firstlight Network Limited	1.8
Horizon Energy Distribution	1.5
Nelson Electricity Limited	0.3
Network Tasman Limited	1.8
Orion New Zealand Limited	11.8
OtagoNet Joint Venture	1.9
Powerco Limited	20.1
The Lines Company Limited	2.3
Top Energy Limited	2.8
Unison Networks Limited	7.1
Vector Lines Limited	28.4
Wellington Electricity Limited	6.0

(20) For the purposes of paragraph (19), 25% of the amount of the limit specified in Table 5.1 may be recovered from the **innovation and non-traditional solutions allowance** only in respect of **projects** or **programmes** for which the **non-exempt EDB** worked together with 1 or more other **EDBs**.

### Confidential information

- (21) Where a **non-exempt EDB** considers that it has a right to confidentiality in any information that it provides to the **Commission** under this Schedule and the **non-exempt EDB** does not waive the right, the **non-exempt EDB** must—
  - (a) include that information in an appendix; and
  - (b) clearly mark the information as confidential.
- (22) Paragraph (21) does not prevent the **Commission** from publishing under this Schedule any information identified in accordance with that paragraph if the **Commission** considers the **non-exempt EDB** does not have a right to confidentiality in respect of that information.

79

(23) Paragraph (22) does not affect any of the **non-exempt EDB's** rights or remedies for breach of any right to confidentiality.

80

# Schedule 6: Form of director's certificate for annual price-setting compliance statement

Clause 11.2(c)

I/We, [insert full name/s], being director/s of [insert name of non-exempt EDB] certify that, having made all reasonable enquiry, to the best of my/our knowledge and belief, the attached annual price-setting compliance statement of [name of non-exempt EDB], and related information, prepared for the purposes of the Electricity Distribution Services Default Price-Quality Path Determination 2025 has been prepared in accordance with all the relevant requirements, and all forecasts used in the calculations for forecast revenue from prices and forecast allowable revenue are reasonable\*[except in the following respects].

\*[insert description of non-compliance]

[Signatures of director(s)]

[Date]

\*Delete if inapplicable.

## Schedule 7: Form of director's certificate for annual compliance statement

Clause 11.5(d)

I/We, [insert full name/s], being director/s of [insert name of non-exempt EDB] certify that, having made all reasonable enquiry, to the best of my/our knowledge and belief, the attached annual compliance statement of [name of non-exempt EDB], and related information, prepared for the purposes of the Electricity Distribution Services Default Price-Quality Path Determination 2025 has been prepared in accordance with all the relevant requirements\*[except in the following respects].

\*[insert description of non-compliance]

[Signatures of director(s)]

[Date]

\*Delete if inapplicable.

## Schedule 8: Independent auditor's assurance report on annual compliance statement

Clause 11.5(e)

- (1) For the purpose of clause 11.5(e), a **non-exempt EDB** must procure an assurance report by an **independent auditor** in respect of the **annual compliance statement** that is prepared in accordance with SAE 3100 and ISAE (NZ) 3000, signed by the **independent auditor** (either in their own name or that of their firm), and that—
  - (a) is addressed to the **directors** of the **non-exempt EDB** as the intended users of the assurance report;
  - (b) states—
    - (i) that it has been prepared in accordance with SAE 3100 and ISAE (NZ) 3000;
    - (ii) the work done by the **independent auditor**;
    - (iii) the scope and limitations of the assurance engagement;
    - (iv) the existence of any relationship (other than that of auditor) which the independent auditor has with, or any interests which the independent auditor has in, the non-exempt EDB or any of its subsidiaries;
    - (v) whether the **independent auditor** has obtained sufficient recorded evidence and explanations that they required and, if not, the information and explanations not obtained; and
    - (vi) whether, in the independent auditor's opinion, as far as appears from an examination, the information used in the preparation of the annual compliance statement has been properly extracted from the nonexempt EDB's accounting and other records, sourced from its financial and non-financial systems; and
  - (c) states whether (and, if not, the respects in which it has not), in the independent auditor's opinion, the non-exempt EDB has complied, in all material respects, with the *Electricity Distribution Services Default Price-Quality Path Determination 2025* in preparing the annual compliance statement.

## Schedule 9: Form of director's certificate for planned interruptions reporting

Clause 12.2(f)

I/We, [insert full name/s], being director/s of [insert name of non-exempt EDB] certify that, having made all reasonable enquiry, to the best of my/our knowledge and belief, the attached planned interruptions reporting of [name of non-exempt EDB], and related information, prepared for the purposes of the Electricity Distribution Services Default Price-Quality Path Determination 2025 has been prepared in accordance with all the relevant requirements\*[except in the following respects].

\*[insert description of non-compliance]

[Signatures of director(s)]

[Date]

\*Delete if inapplicable.

# Schedule 10: Form of director's certificate for unplanned interruptions reporting

Clause 12.4(g)

I/We, [insert full name/s], being director/s of [insert name of non-exempt EDB] certify that, having made all reasonable enquiry, to the best of my/our knowledge and belief, the attached unplanned interruptions reporting of [name of non-exempt EDB], and related information, prepared for the purposes of the Electricity Distribution Services Default Price-Quality Path Determination 2025 has been prepared in accordance with all the relevant requirements\*[except in the following respects].

\*[insert description of non-compliance]

[Signatures of director(s)]

[Date]

\*Delete if inapplicable.

# Schedule 11: Form of director's certificate for extreme event standard reporting

Clause 12.6(g)

I/We, [insert full name/s], being director/s of [insert name of non-exempt EDB] certify that, having made all reasonable enquiry, to the best of my/our knowledge and belief, the attached extreme event standard reporting of [name of non-exempt EDB], and related information, prepared for the purposes of the Electricity Distribution Services Default Price-Quality Path Determination 2025 has been prepared in accordance with all the relevant requirements\*[except in the following respects].

\*[insert description of non-compliance]

[Signatures of director(s)]

[Date]

\*Delete if inapplicable.

## **Explanatory note**

- (1) The purpose of the *Electricity Distribution Services Default Price-Quality Path Determination 2025* ("the Determination") is to set default price-quality paths for Electricity Distribution Businesses ("EDBs") for the five years beginning 1 April 2025 and ending 31 March 2030, under Part 4 of the Commerce Act 1986 ("the Act").
- (2) Under section 53N of the Act, each EDB is required to provide to the Commerce Commission ("the Commission") separate compliance statements relating to price setting, the wash-up accrual amount calculation, and its performance against quality standards. Each non-exempt EDB must state whether or not it has complied with the default price-quality path set out in the Determination, provide its wash-up accrual amount calculation, and supporting evidence. The two compliance statements must both be accompanied by a director's certificate. The compliance statement for the wash-up accrual amount calculation and quality standards must also be accompanied by an auditor's report. Each EDB must publish its compliance statements on its website at the same time as submitting them to the Commission. These additional information disclosure requirements are included within the Determination (rather than the Electricity Distribution Information Disclosure Determination 2012) because they give effect to an operational feature of the price-quality path.
- (3) A reasons paper providing detailed background to, and analysis of, the Determination can be found at
  - https://comcom.govt.nz/regulated-industries/electricity-lines/electricity-lines-price-quality-paths/electricity-lines-default-price-quality-path/2025-reset-of-the-electricity-default-price-quality-path
- (4) Copies of this Determination are available for inspection free of charge at the Commission (during ordinary office hours), on the Commission's website at the above link, or for purchase at a reasonable price at the Commission.