

[Draft] Electricity Distribution Services Default Price-Quality Path Determination 2025

[2024] NZCC [XX]

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Date of decision [day] [month] 2024

[Signature]

Dated at Wellington this [XX] day of [month] [year]

COMMERCE COMMISSION

Wellington, New Zealand

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

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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, including its schedules, 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 same meanings as in the **Act**;
- (c) terms used in this determination that are defined in the **IM determination** but not in this determination have the same meanings as in the **IM determination**;
- (d) any reference to a period of time is interpreted in accordance with section 54 of the Legislation Act 2019;
- (e) any reference to legislation includes a reference to that legislation as amended, consolidated, or substituted;
- (f) for the avoidance of doubt, references to terms from legislation in this determination have the meaning given in the applicable legislation at the time they are applied;
- (g) a word which denotes the singular also denotes the plural and vice versa; and

- (h) any materials incorporated by reference into this determination, including standards published or promulgated by other bodies, are incorporated in accordance with the provisions of Schedule 5 of the Act.

4.2 In this determination, unless the context otherwise requires:

A

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 revenue	has the meaning given, and is the value calculated in accordance with, paragraph (6) of Schedule 1.6
actual net allowable revenue	has the meaning given in the IM determination and is an amount calculated in accordance with 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 IM determination
annual compliance statement	means a written statement required to be made by a non-exempt EDB under clauses 11.4-11.6
assessment period	means a 12-month period commencing 1 April and ending on 31 March of the following year
asset replacement and renewal	<p>means an activity where the primary driver is the need to maintain network asset integrity in order to maintain either—</p> <ul style="list-style-type: none">(a) current security;(b) quality of supply standards; or(c) current security and quality of supply standards, <p>where this activity includes replacing or renewing assets due to—</p> <ul style="list-style-type: none">(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

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- (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
cause	means one of either: <ul style="list-style-type: none">(a) lightning;(b) vegetation;(c) adverse weather;(d) adverse environment;(e) third party interference;(f) wildlife;(g) human error;(h) defective equipment;(i) other cause; or(j) unknown cause
Class B interruptions	means planned interruptions by a non-exempt EDB
Class B notified interruption	means a Class B interruption that a non-exempt 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 non-exempt EDB
Commission	means the Commerce Commission as defined in section 2 of the Act
commissioned	has the meaning given in the IM determination
commissioning	has the meaning given to 'commissioned' in 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 <i>DPP4 Financial Model</i> published on the Commission's website on [date to be inserted]
DPP regulatory period	means the regulatory period of 1 April 2025 to 31 March 2030

E

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
engineer	has the meaning given in the IM determination
exempt EDB	means an EDB other than a non-exempt EDB
extended reserves allowance	has the meaning given in the IM determination
extreme event	means any period of 24 hours that starts on the hour or half past the hour where either: <ul style="list-style-type: none">(a) the extreme event standard limit 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

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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 commissioned asset	has the meaning given in the IM 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 non-exempt 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
forecast opex	has the meaning given in the IM determination
forecast revenue from prices	has the meaning given in the IM determination

H

human error	means an unplanned interruption resulting from either:
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- (a) contractors or staff;
- (b) **commissioning** errors;
- (c) incorrect protection settings;
- (d) SCADA problems;
- (e) switching errors; or
- (f) dig-in

I

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 <i>Electricity Distribution Services Input Methodologies Determination 2012</i> [2012] NZCC 26, including, for the avoidance of doubt, any amendment that applies at the time that this determination is made
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— <ul style="list-style-type: none">(a) 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— <ul style="list-style-type: none">(a) the value calculated for intended interruptions cancelled without notice in accordance with paragraph (2)(b) of ‘SAIDI_N’ 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— <ul style="list-style-type: none">(a) 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 for an INTSA proposal
INTSA proposal	has the meaning given in paragraph (1) of Schedule 5.3
ISAE (NZ) 3000	means the <i>International Standard on Assurance Engagements (New Zealand) 3000(Revised), Assurance Engagements other than Audits or Reviews of Historical Financial Information (ISAE (NZ) 3000 Revised)</i> , 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

K

kV means kilovolt

L

large connection contract has the meaning given in the **IM determination**

large connection contract wash-up 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:

- (a) 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

main equipment means one of either:

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- (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 in clause 4.5.4 of 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 without limitation 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

mid-point estimate of WACC

has the meaning given in the **IM determination**, and is [6.25%]

M

Editorial note: The final value of the "mid-point estimate of WACC" will be updated in the final DPP determination following the final WACC determination in September 2024.

N

natural disaster	means an unplanned interruption that is the result of one or more of the following: <ul style="list-style-type: none">(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: <ul style="list-style-type: none">(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 am/pm) and end date (dd/mm/yyyy) and end time (hh:mm am/pm) of the intended interruption

O

opening RAB value	has the meaning given in clause 2.2.4(3) of the IM determination
opening time value of money adjustment	means the value specified for the relevant non-exempt EDB in paragraph (2) of Schedule 1.7 for the purposes of clause 3.1.4(2)(a)(i) and (2)(b)(i) of the IM determination
operating cost	has the meaning given in 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

P

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_N*' 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**

20

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 (3) 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)(g) 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 Engagements 3100 (Revised) - Compliance Engagements (SAE 3100 (Revised))* issued by the New Zealand Auditing and Accounting 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 for an INTSA proposal that the Commission has approved under paragraph (6) 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: <ul style="list-style-type: none">(a) an 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 fourth 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 for an INTSA proposal that the Commission has approved under paragraph (6) 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 fourth **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)(d) and (e) of the Commerce Act 1986', issued to each **non-exempt EDB** on [date to be inserted]

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) 22**kV**, 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**

suitable specialist	means an independent person (or persons) having specialised knowledge or skill based on training, study, or experience
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

T

third party interference	means an unplanned interruption resulting from acts or omissions of persons outside the control of the non-exempt EDB (including other non-exempt EDBs), and includes without limitation: <ul style="list-style-type: none">(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— <ul style="list-style-type: none">(a) 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 (3) 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**

	<p>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</p>
unplanned SAIFI limit	<p>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</p>
unregulated services	<p>has the meaning given in the IM determination</p>

V

vegetation	<p>means an unplanned interruption resulting from vegetation contact and includes debris contact, grass contact and tree contact</p>
vegetation management	<p>means an activity where the primary driver is the need to either—</p> <ul style="list-style-type: none">(a) physically fell vegetation;(b) remove vegetation; or(c) trim vegetation, <p>where that need is in the proximity of overhead lines or underground cables, including—</p> <ul style="list-style-type: none">(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:<ul style="list-style-type: none">(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:<ul style="list-style-type: none">(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 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

- 8.2 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**.
- 8.4 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 in respect of 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.
- 8.6 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** it must adjust its—
- (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
 - (l) **incentive rate**.
- 10.3 The measures specified in clause 10.2 must be adjusted in accordance with clauses 10.4 to 10.18.

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,

where the allocations required under clauses 10.4(a) and 10.4(b) 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), 10.8(b), 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 apply—
- (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,

where the allocations required under clauses 10.8(a) and clause 10.8(b) 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 agree with the **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,

where the allocations required under clauses 10.12(a) and clause 10.12(b) 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 clause 4.5.6(1)(a)(iv) of the **IM determination** applies; and
- (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**.

10.17 Where a **non-exempt EDB** completes an **amalgamation** or **merger** and that transaction does not result in a **major transaction**, it must apply an aggregation of the measures specified in clause 10.2(b)-(l) 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,

where 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 ‘annual price-setting compliance 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 ‘annual price-setting compliance statement’.

11.2 The ‘annual price-setting compliance statement’ must—

- (a) state whether or not the **non-exempt EDB** has:
 - (i) 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—

- (a) 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 'annual compliance 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 'annual compliance 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**, 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**, 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 am/pm) of the **SAIDI major event**;
 - (iv) the end date (dd/mm/yyyy) of the **SAIDI major event**;
 - (v) the end time (hh:mm am/pm) 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 am/pm) of the **SAIFI major event**;
 - (iv) the end date (dd/mm/yyyy) of the **SAIFI major event**;
 - (v) the end time (hh:mm am/pm) 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—

- (a) 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 am/pm) of the **Class B interruption**;
 - (iii) the end date (dd/mm/yyyy) of the **Class B interruption**;
 - (iv) the end time (hh:mm am/pm) 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 am/pm) of the **Class C interruption**;
- (iii) the end date (dd/mm/yyyy) of the **Class C interruption**;
- (iv) the end time (hh:mm am/pm) 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 am/pm) of the **Class C interruption**;
 - (iii) the end date (dd/mm/yyyy) of the **Class C interruption**;
 - (iv) the end time (hh:mm am/pm) 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	70,249
Electricity Ashburton Limited	45,801
Electricity Invercargill Limited	16,984
Firstlight Network Limited	35,732
Horizon Energy Distribution Limited	34,063
Nelson Electricity Limited	7,045
Network Tasman Limited	36,952
Orion New Zealand Limited	219,480
OtagoNet Joint Venture	33,640
Powerco Limited	486,106
The Lines Company Limited	48,360
Top Energy Limited	52,962
Unison Networks Limited	136,086
Vector Limited	579,966
Wellington Electricity Lines Limited	118,756

- (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

Distributor	Alternative X factor
Alpine Energy Limited	-2.5%
Electricity Ashburton Limited	-11.5%
Electricity Invercargill Limited	-9.9%
Firstlight Network Limited	-10.6%
Horizon Energy Distribution Limited	-3.7%
Nelson Electricity Limited	-7.2%
Network Tasman Limited	-9.5%
Orion New Zealand Limited	-13.0%
OtagoNet Joint Venture	-16.4%
Powerco Limited	-0.0%
The Lines Company Limited	-6.8%
Top Energy Limited	-13.5%
Unison Networks Limited	-13.4%
Vector Limited	-8.5%
Wellington Electricity Lines Limited	-10.7%

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**;

$FNAR_{Y1}$ 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—

$$FNAR + FPTC + FRC + FLCCR$$

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 in respect of 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-

$FNAR_t$ is **forecast net allowable revenue** for the **assessment period**;

FRC_{t-1} 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-

$FCPI_{q,t}$ 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:

$$AAR - AR - \Delta RLCC$$

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 entitled to be received 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:

$$AMAR \div (1 + \Delta FCPI_{Y0-1}) \times (1 + \Delta CPI_{Y0-1})$$

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 [0.023]; and

ΔCPI_{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:

$$\frac{CPI_{Jun,Y1} + CPI_{Sep,Y1} + CPI_{Dec,Y1} + CPI_{Mar,Y1}}{CPI_{Jun,Y0} + CPI_{Sep,Y0} + CPI_{Dec,Y0} + CPI_{Mar,Y0}} - 1$$

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 44 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 59-64 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-

$ANAR_{Y1}$ is **actual net allowable revenue** for the **first assessment period** as calculated in accordance with paragraph (4) of this Schedule;

ΔCPI 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:

$$\frac{CPI_{Jun,Yt} + CPI_{Sep,Yt} + CPI_{Dec,Yt} + CPI_{Mar,Yt}}{CPI_{Jun,Y1} + CPI_{Sep,Y1} + CPI_{Dec,Y1} + CPI_{Mar,Y1}} - 1$$

Where-

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

Y_t Is the current **assessment period**; and

Y_1 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 entitled to be received under all **large connection contracts**; and

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

Schedule 1.7: Wash-up accrual amounts – related matters

Editorial note: The final values set out in paragraphs (2) and (3) of this Schedule will be updated in the final DPP determination.

- (1) This Schedule specifies time value of money adjustments and the **undercharging limit** for the purposes of clause 3.1.4 of the **IM determination**.
- (2) The **opening time value of money adjustment** is:
 - (a) in the case of Aurora Energy Limited, [6.25%]; and
 - (b) in the case of every other **non-exempt EDB**, [5.25%].
- (3) 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** 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 recovery from the **non-exempt EDB's innovation and non-traditional solutions allowance** of the forecast costs of a **project** or **programme**, on delivery of the **INTSA outputs** for that **project** or **programme**, are set out at Schedule 5.3;
 - (b) the amount is the sum of the forecast costs of all **INTSA proposals**—
 - (i) approved by the **Commission** under paragraph (6) of Schedule 5.3; and
 - (ii) subject to paragraph (5)(c) of this Schedule, available to be recovered in each case after delivering the **INTSA outputs** for the **project** or **programme** of the relevant **INTSA proposal**;
 - (c) the sum of the costs that may be recovered by a **non-exempt EDB** for the **DPP regulatory period** must not exceed the limit on the **non-exempt EDB's innovation and non-traditional solutions allowance** specified in Table 5.1 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:

$$\text{Nominal opex}_{Yt} \div \Delta FCPI_{Yt} \times \Delta CPI_{Yt}$$

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

ΔCPI_{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

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	33,110	34,209	35,349	36,583	37,874
Electricity Ashburton Limited	19,557	19,891	20,235	20,617	21,015
Electricity Invercargill Limited	6,965	7,203	7,427	7,670	7,923
Firstlight Network Limited	16,721	17,174	17,640	18,147	18,674
Horizon Energy Distribution Limited	14,076	14,132	14,669	15,157	15,729
Nelson Electricity Limited	2,464	2,540	2,619	2,703	2,791

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
Network Tasman Limited	16,677	17,263	17,870	18,527	19,215
Orion New Zealand Limited	89,709	93,297	97,080	102,000	106,089
OtagoNet Joint Venture	11,183	11,666	12,111	12,592	13,097
Powerco Limited	136,380	141,943	147,288	152,868	160,430
The Lines Company Limited	18,783	19,303	19,867	20,479	21,116
Top Energy Limited	26,055	26,757	27,480	28,268	29,089
Unison Networks Limited	58,636	62,074	63,442	66,254	69,305
Vector Limited	198,410	206,473	214,737	223,958	233,247
Wellington Electricity Lines Limited	44,697	46,035	47,547	49,179	50,907

- (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:

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

Where -

Yt is the **assessment period**;

$\text{Nominal } VCA$ 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

ΔCPI_{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**

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	32,905	30,785	27,852	24,893	29,422
Electricity Ashburton Limited	10,564	8,227	8,488	8,609	9,044
Electricity Invercargill Limited	6,817	9,160	9,815	8,096	9,707
Firstlight Network Limited	18,555	18,861	14,865	17,148	16,711
Horizon Energy Distribution Limited	14,332	13,979	13,579	12,359	12,466
Nelson Electricity Limited	2,471	2,988	3,128	2,693	2,692
Network Tasman Limited	25,365	21,642	19,226	16,957	17,068
Orion New Zealand Limited	113,642	139,406	132,612	139,111	143,037
OtagoNet Joint Venture	23,529	32,625	33,424	36,084	37,876
Powerco Limited	313,976	330,632	365,113	373,468	389,622
The Lines Company Limited	29,451	27,207	23,577	24,953	24,052
Top Energy Limited	26,385	25,964	26,415	27,190	26,363
Unison Networks Limited	73,067	80,803	80,439	82,820	101,288
Vector Limited	322,295	325,616	283,651	241,983	255,976
Wellington Electricity Lines Limited	63,275	97,724	92,346	92,890	74,813

Table 2.2.3: Forecast CPI

Assessment period ending 31 March	2026	2027	2028	2029	2030
$\Delta FCPI_{Yt}$	1.023	1.043	1.064	1.085	1.107

- (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:

$$\frac{CPI_{Jun,Yt} + CPI_{Sep,Yt} + CPI_{Dec,Yt} + CPI_{Mar,Yt}}{CPI_{Jun,2024} + CPI_{Sep,2024} + CPI_{Dec,2024} + CPI_{Mar,2024}} - 1$$

Where—

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

Yt is the **assessment period**; and

2024 is the **disclosure year** ending 31 March 2024.

- (4) For the purposes of calculating the **capex incentive amount** for each **non-exempt EDB** for the **DPP regulatory period**, the **retention factor** is 33.18%.

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	742.38	3.1437
Aurora Energy Limited	1,077.78	6.0924
Electricity Ashburton Limited	1,238.47	4.4045
Firstlight Network Limited	1,161.61	6.7271
Electricity Invercargill Limited	125.94	0.5702
Horizon Energy Distribution Limited	944.50	5.9856
Nelson Electricity Limited	165.72	2.1297
Network Tasman Limited	1,019.65	4.4119
Orion New Zealand Limited	215.41	0.6866
OtagoNet Joint Venture	1,945.75	8.7119
Powerco Limited	781.17	3.4964
The Lines Company Limited	1,245.95	7.8774
Top Energy Limited	1,714.83	7.4615
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** ($SAIDI_{planned, assessed}$) 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** of any **Class B interruptions** commencing within the **assessment period** that are not **Class B notified interruptions**, up to a cap on all exclusions of 0.5% of the **planned accumulated SAIDI limit** for both **Class B interruptions** and **Class B notified interruptions**.

SAIDI_N 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:
 - (i) 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:
 - (i) 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** of any **Class B notified interruptions** commencing within the **assessment period**, up to a cap on all exclusions of 0.5% of the **planned accumulated SAIDI limit** for both **Class B interruptions** and **Class B notified interruptions**.

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** for **Class B interruptions** commencing within the **assessment period**, up to a cap of 0.5% 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:
 - (i) 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	121.69	1.1372	8.77	0.0604
Aurora Energy Limited	122.05	1.9675	6.56	0.0849
Electricity Ashburton Limited	90.84	1.3110	5.72	0.0729
Firstlight Network Limited	230.43	3.2346	17.67	0.1802
Electricity Invercargill Limited	27.15	0.7060	4.86	0.0981
Horizon Energy Distribution Limited	184.80	2.2709	12.99	0.0920
Nelson Electricity Limited	18.62	0.4063	6.79	0.1408
Network Tasman Limited	97.73	1.1358	6.08	0.0654
Orion New Zealand Limited	80.47	0.9819	4.41	0.0368
OtagoNet Joint Venture	168.37	2.4935	11.82	0.1645
Powerco Limited	189.27	2.1550	9.78	0.0534
The Lines Company Limited	190.55	3.4333	13.85	0.1468
Top Energy Limited	399.25	4.8196	29.09	0.1946
Unison Networks Limited	86.46	1.8737	4.55	0.0692
Vector Limited	110.07	1.4034	6.11	0.0457
Wellington Electricity Lines Limited	37.84	0.5829	1.81	0.0292

Calculation of the unplanned SAIDI assessed values

- (2) The **unplanned SAIDI assessed value** ($SAIDI_{unplanned, assessed}$) 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:
- (a) the **SAIDI value** for each 30 minute period excludes the sum of any **SAIDI INTSA values** 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 0.5% 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 $1/48^{\text{th}}$ of the **SAIDI unplanned boundary value** for that **assessment period** is replaced with $1/48^{\text{th}}$ of the **SAIDI unplanned boundary value** for that **assessment period**.

Calculation of the unplanned SAIFI assessed values

- (3) The **unplanned SAIFI assessed value** ($SAIFI_{unplanned, assessed}$) 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** 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 0.5% 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 $1/48^{\text{th}}$ of the **SAIFI unplanned boundary value** for that **assessment period** is replaced with $1/48^{\text{th}}$ 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 **non-exempt 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	90.14	121.69
Aurora Energy Limited	0	92.48	122.05
Electricity Ashburton Limited	0	71.30	90.84
Firstlight Network Limited	0	182.54	230.43
Electricity Invercargill Limited	0	16.16	27.15
Horizon Energy Distribution Limited	0	138.45	184.80
Nelson Electricity Limited	0	9.06	18.62
Network Tasman Limited	0	72.21	97.73
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	71.10	86.46
Vector Limited	0	93.74	110.07
Wellington Electricity Lines Limited	0	29.96	37.84

- (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	72.50	148.48
Aurora Energy Limited	0	160.38	215.56
Electricity Ashburton Limited	0	117.82	247.69
Firstlight Network Limited	0	90.89	232.32
Electricity Invercargill Limited	0	14.87	25.19
Horizon Energy Distribution Limited	0	109.47	188.90
Nelson Electricity Limited	0	16.57	33.14
Network Tasman Limited	0	101.96	203.93
Orion New Zealand Limited	0	21.54	43.08
OtagoNet Joint Venture	0	194.57	389.15
Powerco Limited	0	78.12	156.23
The Lines Company Limited	0	124.59	249.19
Top Energy Limited	0	125.18	342.97
Unison Networks Limited	0	78.59	137.67
Vector Limited	0	82.53	128.78
Wellington Electricity Lines Limited	0	9.53	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	15,978
Aurora Energy Limited	26,581
Electricity Ashburton Limited	11,694
Firstlight Network Limited	5,750
Electricity Invercargill Limited	5,041

Non-exempt EDB	Incentive rate
Horizon Energy Distribution Limited	10,967
Nelson Electricity Limited	2,740
Network Tasman Limited	12,958
Orion New Zealand Limited	66,372
OtagoNet Joint Venture	9,088
Powerco Limited	99,382
The Lines Company Limited	7,370
Top Energy Limited	6,567
Unison Networks Limited	33,225
Vector Limited	167,795
Wellington Electricity Lines Limited	45,675

(5) The **quality incentive adjustment** is—

(a) for each **non-exempt EDB** the lessor of:

(i) the sum of:

A. $(SAIDI_{unplanned,target} - SAIDI_{unplanned,assessed}) * IR$;
and

B. $(SAIDI_{planned,target} - (SAIDI_B + (SAIDI_N * 0.384615))) * 0.65 * IR$; and

(ii) the **revenue at risk**; and

(b) after calculating the sum in subparagraph (a), as applicable, that sum is adjusted for the time value of money by multiplying the sum in accordance with the following formula:

$$(1 + \text{mid-point estimate of WACC})^2$$

(6) For the purposes of paragraph (5),—

(a) $SAIDI_{unplanned,target}$ is the **SAIDI unplanned interruption target** specified for a **non-exempt EDB** in respect of **unplanned interruptions** for the **assessment period** set out in Table 4.1 of Schedule 4;

(b) $SAIDI_{unplanned,assessed}$ is the **unplanned SAIDI assessed value** for a **non-exempt EDB** in respect of **unplanned interruptions** for the **assessment period** calculated in accordance with paragraph (2) of Schedule 3.2;

(c) where $SAIDI_{unplanned,assessed}$ is greater than the **SAIDI unplanned interruption cap** specified for a **non-exempt EDB** for the **assessment period** set out in Table 4.1 of Schedule 4, $SAIDI_{unplanned,assessed}$ equals the **SAIDI unplanned**

interruption cap specified for the **non-exempt EDB** for the **assessment period** set out in Table 4.1 of Schedule 4;

- (d) *IR* is the **incentive rate** specified for the **non-exempt EDB** in respect of the **assessment period** set out in Table 4.3 of Schedule 4;
- (e) *SAIDI_{planned,target}* is the **SAIDI planned interruption target** specified for the **non-exempt EDB** in respect of **planned interruptions** for the **assessment period** set out in Table 4.2 of Schedule 4;
- (f) where $SAIDI_B + (SAIDI_N * 0.384615)$ is greater than the **SAIDI planned interruption cap** specified for the **non-exempt EDB** for the **assessment period** set out in Table 4.2 of Schedule 4, $SAIDI_B + (SAIDI_N * 0.384615)$ equals the **SAIDI planned interruption cap** specified for the **non-exempt EDB** for the **assessment period** set out in Table 4.2 of Schedule 4 with *SAIDI_B* and *SAIDI_N* values established consistent with the definitions under paragraph (2) of Schedule 3.1;
- (g) **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—
 - (a) 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 **non-exempt 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 costs from innovation and non-traditional 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, on delivery of the **INTSA outputs** for that **project** or **programme** (an 'INTSA proposal').

Process for seeking Commission approval of an INTSA proposal

- (2) A **non-exempt EDB** can at any point prior to six months before the end of the **DPP regulatory period** submit an **INTSA proposal** to the **Commission**.
- (3) An **INTSA proposal** must set out the following:
 - (a) the purpose of the **project** or **programme** for 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 to have delivered the **INTSA outputs** for the **project** or **programme**;
 - (d) the forecast costs of the **project** or **programme** for each **disclosure year** up to the date by which the **non-exempt EDB** expects to have delivered the **INTSA outputs**;
 - (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) any anticipated **SAIDI INTSA values** and **SAIFI INTSA values**;
 - (g) the cause or causes of the **interruptions** for any anticipated **SAIDI INTSA values** and **SAIFI INTSA values**, where the cause of each **interruption** is directly associated with the **project** or **programme** for the **INTSA proposal**;
 - (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** under subparagraph (g); and
 - (i) sufficient information to enable the **Commission** to decide under paragraphs (6) and (7) respectively whether the **project** or **programme**—

- (i) will meet the eligibility criteria under paragraph (5); and
 - (ii) whether the **project** or **programme** is unlikely to otherwise result in any financial benefits to the **non-exempt EDB**.
- (4) 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 for an INTSA proposal

- (5) For the purposes of the **Commission's** decision on whether to approve a **non-exempt EDB's INTSA proposal** under paragraph (6), the eligibility criteria for a **project** or **programme** for an **INTSA proposal** are that the **project** or **programme**—
- (a) relates to the supply of **electricity distribution services**;
 - (b) promotes the purpose of Part 4 of the **Act**; and
 - (c) is riskier than 'business as usual' for the **non-exempt EDB**, such 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

- (6) The **Commission** may approve a **non-exempt EDB's INTSA proposal** if satisfied that the **project** or **programme** for the **INTSA proposal** will meet the eligibility criteria under paragraph (5).
- (7) If the **Commission** approves a **non-exempt EDB's INTSA proposal** under paragraph (6), the **Commission** must decide whether the **project** or **programme** for that **INTSA proposal** is unlikely to otherwise result in any financial benefits to the **non-exempt EDB**.
- (8) If the **Commission** decides under paragraph (7) that the **project** or **programme** for an **INTSA proposal**—
- (a) is unlikely to otherwise result in any financial benefits to the **non-exempt EDB**, then, subject to paragraph (9), 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**, on delivery of the **INTSA outputs** for that **project** or **programme**; or
 - (b) is not unlikely to otherwise result in any financial benefits to the **non-exempt EDB**, then, subject to paragraph (9), 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**, on delivery of the **INTSA outputs** for that **project** or **programme**.
- (9) If the **Commission** approves a **non-exempt EDB's INTSA proposal** under paragraph (6), the sum of the 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 Table 5.1.
- (10) As soon as practicable after deciding whether to approve a **non-exempt EDB's INTSA proposal** under paragraph (6), 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.

EDB closeout report

- (11) Within 50 working days of a **non-exempt EDB** delivering the **INTSA outputs** for the **project** or **programme** for an **INTSA proposal** that the **Commission** has approved under paragraph (6), 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 (3)(a) and delivered the expected benefits for **consumers** under paragraph (3)(b);
 - (b) if the **project** or **programme** did not achieve the purpose set out in the **INTSA proposal** under paragraph (3)(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 (3)(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** relating to the **project** or **programme**;
 - (e) the cause or causes of the **interruptions** for any **SAIDI INTSA values** and **SAIFI INTSA values** relating 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) any insights the **non-exempt EDB** has gained from submitting the **INTSA proposal** and delivering the **INTSA outputs** that might assist the **non-exempt EDB** or other **non-exempt EDBs**, including with future **INTSA proposals**.

- (12) As soon as practicable after receiving a closeout report from a **non-exempt EDB** under paragraph (9), the **Commission** must make the closeout report publicly available on the **Commission's** website.

Innovation and non-traditional solutions allowance for each non-exempt EDB

- (13) 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	2.3
Electricity Ashburton Limited	1.8
Electricity Invercargill Limited	0.6
Firstlight Network Limited	1.4
Horizon Energy Distribution	1.1
Nelson Electricity Limited	0.3
Network Tasman Limited	1.4
Orion New Zealand Limited	8.9
OtagoNet Joint Venture	1.5
Powerco Limited	15.2
The Lines Company Limited	1.7
Top Energy Limited	2.2
Unison Networks Limited	5.6
Vector Lines Limited	21.5
Wellington Electricity Limited	4.6

Confidential information

- (14) 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.
- (15) Paragraph (14) 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.
- (16) Paragraph (15) does not affect any of the **non-exempt EDB's** rights or remedies for breach of any right to confidentiality.

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.

Note: Section 103(2) of the Commerce Act 1986 provides that no person shall attempt to deceive or knowingly mislead the Commission in relation to any matter before it. It is an offence to contravene section 103(2) and any person who does so is liable on summary conviction to a fine not exceeding \$100,000 in the case of an individual or \$300,000 in the case of a body corporate.

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.

Note: Section 103(2) of the Commerce Act 1986 provides that no person shall attempt to deceive or knowingly mislead the Commission in relation to any matter before it. It is an offence to contravene section 103(2) and any person who does so is liable on summary conviction to a fine not exceeding \$100,000 in the case of an individual or \$300,000 in the case of a body corporate.

Schedule 8: Independent auditor's 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 **non-exempt 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.

Note: Section 103(2) of the Commerce Act 1986 provides that no person shall attempt to deceive or knowingly mislead the Commission in relation to any matter before it. It is an offence to contravene section 103(2) and any person who does so is liable on summary conviction to a fine not exceeding \$100,000 in the case of an individual or \$300,000 in the case of a body corporate.

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

Clause 12.4(h)

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.

Note: Section 103(2) of the Commerce Act 1986 provides that no person shall attempt to deceive or knowingly mislead the Commission in relation to any matter before it. It is an offence to contravene section 103(2) and any person who does so is liable on summary conviction to a fine not exceeding \$100,000 in the case of an individual or \$300,000 in the case of a body corporate.

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.

Note: Section 103(2) of the Commerce Act 1986 provides that no person shall attempt to deceive or knowingly mislead the Commission in relation to any matter before it. It is an offence to contravene section 103(2) and any person who does so is liable on summary conviction to a fine not exceeding \$100,000 in the case of an individual or \$300,000 in the case of a body corporate.

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.