

# Electricity Industry Participation Code 2010

## Part 12 Transport

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Subpart 1—General

**12.1 Contents of this Part**

This Part relates to the following aspects of transmission:

- (a) **transmission agreements** (subpart 2):
- (b) **grid** reliability and industry information (subpart 3):
- (c) the **transmission pricing methodology** (subpart 4):
- (d) *[Revoked]*
- (e) **interconnection asset** services (subpart 6):
- (f) the **Outage Protocol** (subpart 7).

Compare: Electricity Governance Rules 2003 rule 1 section I part F

Clause 12.1(d): revoked, on 1 October 2011, by clause 5 of the Electricity Industry Participation (Financial Transmission Rights) Code Amendment 2011.

## 12.2 Discretion to waive Code requirements

- (1) The **Authority** may agree to waive Code requirements under this Part if, before the commencement of an amendment to this Part,—
  - (a) **Transpower** or any other **participant** required to complete actions under this Code has in substance done what it would have been required to do under this Code; and
  - (b) the **Authority** is satisfied that the actions have been completed.
- (2) If the **Authority** agrees to waive Code requirements under subclause (1), the **Authority** must **publish** its decision and reasons for agreeing to waive Code requirements.

Compare: Electricity Governance Rules 2003 rule 2 section I part F

## 12.3 Interaction between Parts 7 and 8 and this Part

- (1) The **principal performance obligations** in relation to the real time delivery of **common quality** and **dispatch** under Part 7 relate to the functions and obligations of the **system operator**.
- (2) When it is exercising its functions and powers under this Part, the **Authority** must have regard to the desirability of Parts 7 and 8 and this Part operating in an integrated and consistent manner.
- (3) The performance or non-performance of a function or obligation of the **system operator** under Parts 7 or 8, and a claim against the **system operator** under Parts 7 or 8, is without prejudice to the functions and obligations of **Transpower** under this Part.
- (4) The performance or non-performance of a function or obligation of **Transpower** under this Part, and any claim against **Transpower** under this Part or a **transmission agreement**, is without prejudice to the functions and obligations of the **system operator** under Parts 7 or 8.

Compare: Electricity Governance Rules 2003 rule 3 section I part F

## Subpart 2—Transmission agreements

## 12.4 Contents of this subpart

This subpart deals with **transmission agreements**, and provides for the following:

- (a) *[Revoked]*
- (b) the categories of **participants** that must enter into **transmission agreements**:
- (c) an obligation on **Transpower** and **designated transmission customers** to enter into **transmission agreements**:
- (d) matters to be included in **transmission agreements**:
- (e) provisions relating to the **default transmission agreement template**, which—
  - (i) provides the basis for the negotiation of **transmission agreements**; or
  - (ii) provides the basis for a **default transmission agreement**:
- (f) a process for the **Authority** to determine a **Connection Code** that forms part of the **default transmission agreement template**:
- (g) a process for variations in **transmission agreements** from the **default transmission agreement template**:
- (h) a process for resolving disputes arising from the negotiation of **transmission**

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- (i) existing agreements.

Compare: Electricity Governance Rules 2003 rule 1 section II part F

Clause 12.4(a): revoked, on 1 October 2023, by clause 5(1) of the Electricity Industry Participation Code Amendment (Default Transmission Agreement) 2023.

Clauses 12.4(e) to 12.4(h): amended, on 1 October 2023, by clause 5(2) of the Electricity Industry Participation Code Amendment (Default Transmission Agreement) 2023.

## **12.5 Structure for transmission agreements [Revoked]**

Compare: Electricity Governance Rules 2003 rule 2.1.2 section II part F

Clause 12.5: revoked, on 1 October 2023, by clause 6 of the Electricity Industry Participation Code Amendment (Default Transmission Agreement) 2023.

## **12.6 Review of structure for transmission agreements [Revoked]**

Compare: Electricity Governance Rules 2003 rules 2.1.3 to 2.1.5 section II part F

Clause 12.6(3): amended, on 1 November 2018, by clause 73 of the Electricity Industry Participation Code Amendment (Code Review Programme) 2018.

Clause 12.6: revoked, on 1 October 2023, by clause 7 of the Electricity Industry Participation Code Amendment (Default Transmission Agreement) 2023.

## **12.7 Categories of participants required to enter into transmission agreements**

- (1) The categories of **designated transmission customers** required to enter into **transmission agreements** with **Transpower** under clause 12.8 are as specified in Schedule 12.1.
- (2) The **Authority** must record in the **register** whether a **registered participant** is a **designated transmission customer**.
- (3) Registration has no effect on a **participant's** status as a **designated transmission customer**.

Compare: Electricity Governance Rules 2003 rule 2.2 section II part F

*Transpower and designated transmission customers must enter transmission agreements*

## **12.8 Obligation to enter transmission agreements**

**Transpower** and **designated transmission customers** must enter into **transmission agreements**.

Compare: Electricity Governance Rules 2003 rule 3.1.1 section II part F

## **12.9 When designated transmission customer must enter into transmission agreement**

A **participant** who becomes a **designated transmission customer** must enter into a **transmission agreement** with **Transpower** within 2 months after the **participant** becomes a **designated transmission customer**.

Compare: Electricity Governance Rules 2003 rule 3.1.2.3 section II part F

## **12.10 Default transmission agreements**

- (1) Subject to clause 12.49 the terms in the **default transmission agreement template** (other than incomplete terms) apply as a **default transmission agreement** as soon as a **participant** becomes a **designated transmission customer**.



- (1A) Subject to clause 12.49, if, at the expiry of 2 months after a **participant** becomes a **designated transmission customer**, the **designated transmission customer** and **Transpower** have not entered into a **transmission agreement** in accordance with clause 12.9, the **designated transmission customer** and **Transpower** must comply with the process specified in this clause.
- (2) If this clause applies:
- (a) within 10 **business days** of the date that is 2 months after the **participant** became a **designated transmission customer**, the **designated transmission customer** must provide **Transpower**, at the address for service for **Transpower** registered at the New Zealand Companies Office, with—
    - (i) the **designated transmission customer's** full name; and
    - (ii) the **designated transmission customer's** physical address, postal address and electronic address to which notices under the **default transmission agreement** are to be sent; and
    - (iii) the name of the contact person of the **designated transmission customer** to whom such notices should be addressed:
  - (b) by the date 20 **business days** after the receipt of the **designated transmission customer's** details under paragraph (a), **Transpower** must provide the **designated transmission customer** with a draft **default transmission agreement** completed in accordance with the **default transmission agreement template**, which must include the following:
    - (i) the **designated transmission customer's** details as provided under paragraph (a):
    - (ii) **Transpower's** physical address, postal address and electronic address to which notices under the **default transmission agreement** are to be sent:
    - (iii) the contact person to whom notices under the **default transmission agreement** should be addressed:
    - (iv) **Transpower's** designated bank account for the purposes of receiving payments under the **default transmission agreement**:
    - (v) draft Schedules 1 and 2, which set out the **connection locations**, **points of service** and **points of connection** of the **assets** owned or operated by the **designated transmission customer** to the **grid**:
    - (vi) a draft Schedule 4 setting out, in the same form as the diagram in Schedule 4 of the **default transmission agreement template**, the configuration of the **connection assets** in relation to each **connection location** listed in Schedule 1:
    - (vii) a draft Schedule 5 setting out proposed service levels for each **connection location** listed in Schedule 1 determined in accordance with subclause (3):
    - (viii) if applicable, a draft Schedule 6, including identifying the facilities, facilities area, and land that are to be subject to the access and occupation terms set out in the schedule and the licence charges under the schedule:
  - (c) the **designated transmission customer** and **Transpower** may discuss the schedules proposed under paragraph (b)(v) to (viii), as a result of which **Transpower** may amend any of the schedules:

- (d) the **designated transmission customer** must advise **Transpower** in writing no later than 20 **business days** after receiving the draft **default transmission agreement** under paragraph (b) whether—
  - (i) it accepts the schedules as proposed by **Transpower** under paragraph (b)(v) to (viii); or
  - (ii) if **Transpower** has amended any of those schedules under paragraph (c), it accepts the schedules as amended.
- (3) The service levels set out in Schedule 5 of a **default transmission agreement** must be determined on the following basis:
  - (a) the capacity service levels for each **branch** must be consistent with—
    - (i) the capacities of the **branch** or component **assets** in the most recent **asset capability statement** provided by **Transpower** under clause 2(5) of **Technical Code A** of Schedule 8.3; or
    - (ii) if the relevant information is not contained in the **asset capability statement**, the **manufacturer's specification** for the component **assets**:
  - (b) the service levels for the voltage range specified in the capacity service measures for each **branch** must be consistent with,—
    - (i) for **assets** of voltages of 50kV or above,—
      - (A) the voltage ranges for the component **assets** specified in the **AOPOs**, if any; or
      - (B) the voltage range specified in any **equivalence arrangement** approved or any **dispensation** granted under clauses 8.29 to 8.31 in respect of any **asset** that does not comply with the voltage range specified in the **AOPOs**; or
    - (ii) for assets of voltages less than 50kV, the normal operating voltage of the component **assets**:
  - (c) **Transpower** must ensure that each **connection asset** is included in a **branch**:
  - (d) the availability and reliability service levels must—
    - (i) be set at a level equivalent to the average annual availability and reliability at each **point of service** subject to the **default transmission agreement** over the 5 year period (being years ending 30 June) immediately before the date that is 2 months after the **participant** became a **designated transmission customer**; or
    - (ii) if a **point of service** subject to the **default transmission agreement** has not been in existence for 5 years (being years ending 30 June) before the date referred to in subparagraph (i), reflect a reasonable estimate of the expected availability and reliability at the **point of service** having regard to the performance data available for the **point of service** and average annual availability and reliability of **assets** similar to the **connection assets** at the **connection location** at which the **point of service** is located:
  - (e) the reporting and response service levels must be consistent with **Transpower's** practices existing on the date that is 2 months after the **participant** became a **designated transmission customer**, including **Transpower's** documented policies and procedures, and must not result in changes to the management or

- operation of the **grid** that could materially affect **Transpower** or any other **participant** or end use customer, or require **Transpower** to materially alter the level of its normal on-going **grid** expenditure.
- (4) If the **designated transmission customer** accepts the schedules as proposed by **Transpower** under subclause (2)(b)(v) to (viii), or as amended by **Transpower** under subclause (2)(c), the draft **default transmission agreement** proposed under subclause (2)(b)(v) to (viii), or as amended by **Transpower** under subclause (2)(c), (as applicable) is deemed to apply as a **default transmission agreement** from the date the **participant** became a **designated transmission customer**.
- (5) If **Transpower** and a **designated transmission customer** are unable to agree on the terms of any of the schedules proposed by **Transpower** under subclause (2)(b)(v) to (viii), or as amended by **Transpower** under subclause (2)(c), either party may refer the matter to the **Rulings Panel** for determination under clauses 12.45 to 12.48.
- (6) If a dispute is referred to the **Rulings Panel**, under subclause (5)—
- (a) the **default transmission agreement** as determined by the **Rulings Panel** in accordance with clauses 12.45 to 12.48 is deemed to apply between **Transpower** and the **designated transmission customer** from the date the **participant** became a **designated transmission customer**; and
  - (b) until the **Rulings Panel** makes a determination, the draft **default transmission agreement** proposed under subclause (2)(b)(v) to (viii), or as amended by **Transpower** under subclause (2)(c), (as applicable) is deemed to apply as a **default transmission agreement** from the date the **participant** became a **designated transmission customer**.

Compare: Electricity Governance Rules 2003 rule 3.1.3 section II part F

Clause 12.10 Heading: amended, on 1 October 2023, by clause 8(1) of the Electricity Industry Participation Code Amendment (Default Transmission Agreement) 2023.

Clause 12.10(1): amended, on 16 December 2013, by clause 5 of the Electricity Industry Participation (Revocation of Part 16) Code Amendment 2013.

Clause 12.10(1): amended, on 1 October 2023, by clause 8(2) of the Electricity Industry Participation Code Amendment (Default Transmission Agreement) 2023.

Clause 12.10(1A): inserted, on 1 October 2023, by clause 8(2) of the Electricity Industry Participation Code Amendment (Default Transmission Agreement) 2023.

Clause 12.10(2)(a)(ii) and (b)(ii): amended, on 5 October 2017, by clause 287 of the Electricity Industry Participation Code Amendment (Code Review Programme) 2017.

Clause 12.10(2): amended, on 1 October 2023, by clause 8(3) of the Electricity Industry Participation Code Amendment (Default Transmission Agreement) 2023.

Clause 12.10(3): amended, on 1 October 2023, by clause 8(3) of the Electricity Industry Participation Code Amendment (Default Transmission Agreement) 2023.

Clause 12.10(4): amended, on 1 October 2023, by clause 8(4) of the Electricity Industry Participation Code Amendment (Default Transmission Agreement) 2023.

Clause 12.10(4): amended, on 1 March 2024, by clause 55(1) of the Electricity Industry Participation Code Amendment (Code Review Programme) 2024.

Clause 12.10(5): amended, on 1 October 2023, by clause 8(5) of the Electricity Industry Participation Code Amendment (Default Transmission Agreement) 2023.

Clause 12.10(6)(a): amended, on 1 October 2023, by clause 8(6) of the Electricity Industry Participation Code Amendment (Default Transmission Agreement) 2023.

Clause 12.10(6)(b): amended, on 1 October 2023, by clause 8(7) of the Electricity Industry Participation Code Amendment (Default Transmission Agreement) 2023.

Clause 12.10(6): replaced, on 1 March 2024, by clause 55(2) of the Electricity Industry Participation Code Amendment (Code Review Programme) 2024.

### 12.11 Subsequent transmission agreements

If a **default transmission agreement** applies, it may be superseded by a subsequent **transmission agreement** entered into by **Transpower** and the **designated transmission customer**.

Compare: Electricity Governance Rules 2003 rule 3.1.4 section II part F

Clause 12.11: amended, on 1 October 2023, by clause 9 of the Electricity Industry Participation Code Amendment (Default Transmission Agreement) 2023.

### 12.12 Changes to connection assets under default transmission agreements

- (1) If **Transpower** reconfigures, replaces, enhances, or permanently removes a **connection asset** from service in accordance with the provisions of a **default transmission agreement**—
  - (a) within 20 **business days**, to the extent necessary, **Transpower** must provide the **designated transmission customer** who is a party to that agreement with a revised Schedules 1 and 2, a revised Schedule 4, and a revised Schedule 5, and a revised Schedule 6 for that agreement, reflecting any changes to the description of the **connection locations**, **points of service**, or **points of connection** in Schedules 1 and 2, the diagram in Schedule 4, the service levels specified in Schedule 5, or the information in Schedule 6 resulting from the replacement or enhancement of the **connection asset**; and
  - (b) the **designated transmission customer** and **Transpower** may discuss the revised schedules, as a result of which **Transpower** may amend any of the revised schedules; and
  - (c) the **designated transmission customer** must advise **Transpower** within 20 **business days** of receiving the revised schedules under paragraph (a) whether—
    - (i) it accepts the revised schedules as proposed by **Transpower** under paragraph (a); or
    - (ii) if **Transpower** has amended any of those revised schedules under paragraph (b), it accepts the revised schedules as amended; and
  - (d) the revised schedules apply under the **default transmission agreement** from the date that acceptance is received by **Transpower** under paragraph (c).
- (2) If the **designated transmission customer** does not accept the revised schedules under subclause (1)(c), either party may refer the matter to the **Rulings Panel** for determination under clauses 12.45 to 12.48.
- (3) If a dispute is referred to the **Rulings Panel** in accordance with subclause (2)—
  - (a) the revised schedules proposed by **Transpower** under subclause (1)(a) apply from the date on which **Transpower** provides the **designated transmission customer** with the revised schedules under subclause (1)(a) until the date on which the **Rulings Panel** makes its determination or the determination comes into effect; and
  - (b) the revised schedules as determined by the **Rulings Panel** under clauses 12.45 to 12.48 apply under the **default transmission agreement** from the date determined by the **Rulings Panel**.

Compare: Electricity Governance Rules 2003 rule 3.1.5 section II part F

Clause 12.12: amended, on 1 October 2023, by clause 10(1) of the Electricity Industry Participation Code

Amendment (Default Transmission Agreement) 2023. Clause 12.12(1) and (1)(a): amended, on 1 October 2023, by

clause 10(2) and 10(3) of the Electricity Industry Participation Code Amendment (Default Transmission Agreement) 2023.

### 12.13 Expiry or termination of transmission agreements

If a **participant** and **Transpower** are party to an existing **transmission agreement** or written agreement to which clause 12.49 applies, and do not enter into a new **transmission agreement** before the existing agreement expires or terminates, upon expiry or termination of the existing agreement the provisions in clause 12.10 apply with all necessary modifications.

Compare: Electricity Governance Rules 2003 rule 3.1.6 section II part F

Clause 12.13: amended, on 1 October 2023, by clause 11(1) and 11(2) of the Electricity Industry Participation Code Amendment (Default Transmission Agreement) 2023.

Clause 12.13(a)(ii) and (b)(ii): amended, on 5 October 2017, by clause 288 of the Electricity Industry Participation Code Amendment (Code Review Programme) 2017.

Clause 12.13(b)(v): amended, on 1 October 2023, by clause 11(3) of the Electricity Industry Participation Code Amendment (Default Transmission Agreement) 2023.

Clause 12.13(e): amended, on 1 October 2023, by clause 11(4) of the Electricity Industry Participation Code Amendment (Default Transmission Agreement) 2023.

Clause 12.13(g)(i): amended, on 1 October 2023, by clause 11(5) of the Electricity Industry Participation Code Amendment (Default Transmission Agreement) 2023.

Clause 12.13(g)(ii): amended, on 1 October 2023, by clause 11(6) of the Electricity Industry Participation Code Amendment (Default Transmission Agreement) 2023.

Clause 12.13: replaced, on 1 March 2024, by clause 56 of the Electricity Industry Participation Code Amendment (Code Review Programme) 2024.

### *Content of transmission agreements*

### 12.14 Transmission agreements to be consistent with default transmission agreement template and grid reliability standards

Subject to clauses 12.35 to 12.38, a **transmission agreement** entered into between **Transpower** and a **designated transmission customer** under clause 12.8 must be consistent in all material respects with—

- (a) the **default transmission agreement template**; and
- (b) the **grid reliability standards**,—

as at the date the **transmission agreement** is entered into.

Compare: Electricity Governance Rules 2003 rule 3.2.1 section II part F

Clause 12.14 Heading: amended, on 1 October 2023, by clause 12(1) of the Electricity Industry Participation Code Amendment (Default Transmission Agreement) 2023.

Clause 12.14(a): amended, on 1 October 2023, by clause 12(2) of the Electricity Industry Participation Code Amendment (Default Transmission Agreement) 2023.

### 12.15 Transpower to publish information about transmission agreements and provide them on request

- (1) **Transpower** must **publish** and update annually a list of all **transmission agreements** it has with **designated transmission customers** that includes, in respect of each **transmission agreement** contained in the list, the following information:

- (a) the full name of the **designated transmission customer** that is a party to the **transmission agreement**; and
- (b) the date on which the **transmission agreement** was executed; and
- (c) whether the **transmission agreement** includes any material variations from the **default transmission agreement**; and

- (d) if the **transmission agreement** includes any material variations from the **default transmission agreement**; a description of the variations; and
  - (e) if any schedule to the **transmission agreement** has been revised in accordance with clause 12.12, the date from which the revised schedule began to apply.
- (2) A person may request from **Transpower** a copy of a **transmission agreement** that **Transpower** has with a **designated transmission customer**, and **Transpower** must provide a copy to the person as soon as practicable after receiving the request.
- (3) Despite subclause (2), **Transpower** may refuse to provide information from a **transmission agreement** if it considers that there would be grounds for withholding the information under the Official Information Act 1982.
- Compare: Electricity Governance Rules 2003 rule 3.2.2 section II part F  
Clause 12.15: substituted, on 1 February 2016, by clause 46 of the Electricity Industry Participation Code Amendment (Code Review Programme) 2015.  
Clause 12.15(1): amended, on 1 October 2023, by clause 13 of the Electricity Industry Participation Code Amendment (Default Transmission Agreement) 2023.

### *Connection Code*

#### **12.16 Connection Code [Revoked]**

Clause 12.16: revoked, on 1 October 2023, by clause 14 of the Electricity Industry Participation Code Amendment (Default Transmission Agreement) 2023.

#### **12.17 Purpose of Connection Code**

The purpose of the **Connection Code** is to set out the technical requirements and standards that **designated transmission customers** must meet in order to be connected to the **grid** and that **Transpower** and **designated transmission customers** must comply with under **transmission agreements**.

Compare: Electricity Governance Rules 2003 rule 3.3.1 section II part F  
Clause 12.17: amended, on 23 February 2015, by clause 75 of the Electricity Industry Participation Code Amendment (Distributed Generation) 2014.  
Clause 12.17: amended, on 5 October 2017, by clause 289 of the Electricity Industry Participation Code Amendment (Code Review Programme) 2017.  
Clause 12.17: amended, on 1 October 2023, by clause 15 of the Electricity Industry Participation Code Amendment (Default Transmission Agreement) 2023.

#### **12.18 Review of Connection Code**

- (1) The **Authority** may review the **Connection Code** at any time.
- (2) Clauses 12.19 to 12.25 apply to any such review.

Compare: Electricity Governance Rules 2003 rule 3.3.10 section II part F

#### **12.19 Transpower to submit Connection Code**

- (1) **Transpower** must submit a proposed **Connection Code** to the **Authority** within 90 days (or such longer period as the **Authority** may allow) of receipt of a written request from the **Authority**. The **Authority** may issue such a request at any time. The proposed **Connection Code** must provide for the matters set out in clause 12.20 and give effect to the principles set out in clause 12.21.
- (2) With its proposed **Connection Code**, **Transpower** must submit to the **Authority** an explanation of the proposed **Connection Code** and a **statement of proposal** for the proposed **Connection Code**.

Compare: Electricity Governance Rules 2003 rule 3.3.2 section II part F

## 12.20 Required content of Connection Code

The **Connection Code** must provide for the following matters:

- (a) connection requirements for **designated transmission customers**:
- (b) technical requirements for **assets**, including **assets** owned by **Transpower**, and for other equipment and plant that is connected to a **local network** or an **embedded network** or that forms part of an **embedded network** or **embedded generating station** if the operation of that equipment and plant could affect the **grid assets**:
- (c) operating standards for equipment that is owned by a **designated transmission customer**, used in relation to the conveyance of **electricity**, and that is situated on land owned by **Transpower**:
- (d) information requirements to be met by **designated transmission customers** before equipment is connected to the **grid** and before changes are made to the equipment:
- (e) an obligation on **Transpower** to provide a 10 year forecast of the expected maximum fault level of each point of service to **designated transmission customers** set out in the **transmission agreement** between **Transpower** and each **designated transmission customer**.

Compare: Electricity Governance Rules 2003 rule 3.3.3 section II part F

Clause 20.20: amended, on 23 February 2015, by clause 75 of the Electricity Industry Participation Code Amendment (Distributed Generation) 2014.

Clause 12.20(a): amended, on 5 October 2017, by clause 290(1) of the Electricity Industry Participation Code Amendment (Code Review Programme) 2017.

Clause 12.20(b) and (d): amended, on 5 October 2017, by clause 290(2) of the Electricity Industry Participation Code Amendment (Code Review Programme) 2017.

Clause 12.20(c): amended, on 5 October 2017, by clause 290(3) of the Electricity Industry Participation Code Amendment (Code Review Programme) 2017.

Clause 12.20(e): amended, on 5 October 2017, by clause 290(4) of the Electricity Industry Participation Code Amendment (Code Review Programme) 2017.

## 12.21 Principles for developing Connection Code

The **Connection Code** must give effect to the following principles:

- (a) the principles of the **default transmission agreement template** in clause 12.30:
- (b) the desirability of the **Connection Code** and Part 8 operating in an integrated and consistent manner, if possible:
- (c) the need to ensure that the **grid owner** can meet all obligations placed on it by the **system operator** for the purpose of meeting common security and power quality requirements under Part 8:
- (d) the need to ensure that the safety of all personnel is maintained:
- (e) the need to ensure that the safety and integrity of equipment is maintained.

Compare: Electricity Governance Rules 2003 rule 3.3.4 section II part F

Clause 12.21: amended, on 1 October 2023, by clause 16 of the Electricity Industry Participation Code Amendment (Default Transmission Agreement) 2023.

## 12.22 Authority may initially approve proposed Connection Code or refer back to Transpower

- (1) After consideration of **Transpower's** proposed **Connection Code**, and accompanying

explanation and **statement of proposal**, the **Authority** may—

- (a) provisionally approve the proposed **Connection Code** having regard to the matters set out in clause 12.20 and the principles in clause 12.21; or
  - (b) refer the proposed **Connection Code** and accompanying explanation and **statement of proposal** back to **Transpower** if, in the **Authority's** view,—
    - (i) the proposed **Connection Code** does not contain the matters set out in clause 12.20; or
    - (ii) the proposed **Connection Code** does not adequately provide for the principles in clause 12.21; or
    - (iii) the explanation or **statement of proposal** provided with the proposed **Connection Code** in accordance with clause 12.19(2) is inadequate.
- (2) **Transpower** may, no later than 20 **business days** (or such longer period as the **Authority** may allow) after the **Authority** advises **Transpower** of its decision under subclause (1), consider the **Authority's** concerns and resubmit its proposed **Connection Code** and accompanying explanation and **statement of proposal** for consideration by the **Authority**.

Compare: Electricity Governance Rules 2003 rule 3.3.5 section II part F  
Clause 12.22(2): amended, on 1 November 2018, by clause 74 of the Electricity Industry Participation Code Amendment (Code Review Programme) 2018.

### 12.23 Amendment of proposed Connection Code by Authority

If the **Authority** considers that the **Connection Code** resubmitted by **Transpower** under clause 12.22(b) does not adequately provide for the matters set out in clause 12.20 or adequately give effect to the principles in clause 12.21, the **Authority** may make any amendments to the proposed **Connection Code** it considers necessary.

Compare: Electricity Governance Rules 2003 rule 3.3.6 section II part F

### 12.24 Authority must consult on proposed Connection Code

- (1) The **Authority** must **publish** the proposed **Connection Code**, either as provisionally approved by the **Authority** or as amended by the **Authority**, as soon as practicable, for consultation with any person that the **Authority** thinks is likely to be materially affected by the proposed **Connection Code**.
- (2) As well as the consultation required under subclause (1), the **Authority** may undertake any other consultation it considers necessary.

Compare: Electricity Governance Rules 2003 rules 3.3.7 and 3.3.8 section II part F

### 12.25 Decision on Connection Code

When the **Authority** has completed its consultation on the proposed **Connection Code** it must decide whether to amend the **Connection Code**.

Compare: Electricity Governance Rules 2003 rule 3.3.9 section II part F

Clause 12.25(2): amended, on 1 August 2023, by clause 41 of the Electricity Industry Participation Code Amendment (System Operation Documents) 2023.

Clause 12.25(1) and 12.25(2): amended, on 1 October 2023, by clause 17 of the Electricity Industry Participation Code Amendment (Default Transmission Agreement) 2023.

### 12.26 Incorporation of Connection Code by reference *[Revoked]*

Clause 12.26(1): amended, on 5 October 2017, by clause 291 of the Electricity Industry Participation Code Amendment (Code Review Programme) 2017.



Clause 12.26(1): amended, on 1 August 2023, by clause 42(1) of the Electricity Industry Participation Code Amendment (System Operation Documents) 2023.

Clause 12.26(2): revoked, on 1 August 2023, by clause 42(2) of the Electricity Industry Participation Code Amendment (System Operation Documents) 2023.

Clause 12.26: revoked, on 1 October 2023, by clause 18 of the Electricity Industry Participation Code Amendment (Default Transmission Agreement) 2023.

### *Default transmission agreement template*

Cross heading: amended, on 1 October 2023, by clause 19 of the Electricity Industry Participation Code Amendment (Default Transmission Agreement) 2023.

## **12.27 Benchmark agreement [Revoked]**

Clause 12.27(1)(e): amended, on 1 February 2016, by clause 47 of the Electricity Industry Participation Code Amendment (Code Review Programme) 2015.

Clause 12.27: revoked, on 1 October 2023, by clause 20 of the Electricity Industry Participation Code Amendment (Default Transmission Agreement) 2023.

## **12.28 Authority may initiate review [Revoked]**

Compare: Electricity Governance Rules 2003 rule 7 section II part F

Clause 12.28: revoked, on 1 October 2023, by clause 20 of the Electricity Industry Participation Code Amendment (Default Transmission Agreement) 2023.

## **12.29 Purpose of default transmission agreement template**

The purpose of **default transmission agreement template** is to—

- (a) facilitate commercial arrangements between **Transpower** and **designated transmission customers** by providing a basis for negotiating **transmission agreements** required under clause 12.8 that meet the particular requirements of **Transpower** and **designated transmission customers**; and
- (b) provide the basis for **default transmission agreements**

Compare: Electricity Governance Rules 2003 rule 4.1 section II part F

Clause 12.29 heading and clause: amended, on 1 October 2023, by clause 21(1) and (2) of the Electricity Industry Participation Code Amendment (Default Transmission Agreement) 2023.

Clause 12.29(b): amended, on 1 October 2023, by clause 21(3) of the Electricity Industry Participation Code Amendment (Default Transmission Agreement) 2023.

## **12.30 Principles for default transmission agreement template**

The **default transmission agreement template** should—

- (a) reflect a fair and reasonable balance between the requirements of **designated transmission customers** and the legitimate interests of **Transpower** as **asset owner**; and
- (b) reflect the interests of end use customers; and
- (c) reflect the reasonable requirements of **designated transmission customers** at the **grid injection points** and **grid exit points**, and the ability of **Transpower** to meet those requirements; and
- (d) reflect the differing needs of different classes of **designated transmission customers**; and
- (e) be appropriate to the technical requirements of services provided at the **point of connection** to the **grid**, but not duplicate requirements that are more appropriately included in the **grid reliability standards**; and
- (f) establish common standards for a common configuration based on factors such as size of connection and voltage level; and

- (g) encourage efficient and effective processes for enforcement of obligations and dispute resolution.

Compare: Electricity Governance Rules 2003 rule 4.2 section II part F

Clause 12.30(f): amended, on 23 February 2015, by clause 75 of the Electricity Industry Participation Code Amendment (Distributed Generation) 2014.

Clause 12.30(f): amended, on 5 October 2017, by clause 292 of the Electricity Industry Participation Code Amendment (Code Review Programme) 2017.

Clause 12.30 heading and clause: amended, on 1 October 2023, by clause 22(1) and (2) of the Electricity Industry Participation Code Amendment (Default Transmission Agreement) 2023.

### 12.31 Contents of default transmission agreement template

- (1) The **default transmission agreement template** must include—

- (a) an obligation on the parties to design, construct, maintain and operate all relevant plant and equipment in accordance with—
- (i) relevant laws; and
  - (ii) the requirements of this Code (including obligations on **designated transmission customers** to provide information to facilitate system planning, as set out in clause 12.54); and
  - (iii) **good electricity industry practice** and applicable New Zealand technical and safety standards; and
- (b) an obligation on **designated transmission customers** to comply with **Transpower's** reasonable technical connection and safety requirements; and
- (c) an obligation on **designated transmission customers** to pay prices calculated in accordance with the **transmission pricing methodology** approved by the **Authority** under subpart 4; and
- (d) arbitration or mediation processes for resolving disputes; and
- (e) service definitions, service levels, and service measures to the extent practicable for transmission services, other than the services to which the clauses in subpart 6 apply; and
- (f) the charging of a fee by **Transpower** to recover its **settlement residue** processing costs from **designated transmission customers**; and
- (g) the recovery of any negative **settlement residue** by **Transpower** from **designated transmission customers**.

- (2) The **default transmission agreement template** must be consistent in all material respects with the **grid reliability standards**.

Compare: Electricity Governance Rules 2003 rule 4.3 section II part F

Clause 12.31(1)(b): amended, on 23 February 2015, by clause 75 of the Electricity Industry Participation Code Amendment (Distributed Generation) 2014.

Clause 12.31(1)(b): amended, on 5 October 2017, by clause 293 of the Electricity Industry Participation Code Amendment (Code Review Programme) 2017.

Clause 12.31 heading: amended, on 1 October 2023, by clause 23(1) of the Electricity Industry Participation Code Amendment (Default Transmission Agreement) 2023.

Clause 12.31(1) and (1)(e): amended, on 1 October 2023, by clause 23(2) and (3) of the Electricity Industry Participation Code Amendment (Default Transmission Agreement) 2023.

Clause 12.31(1)(f) and (g): inserted, on 1 October 2023, by clause 23(4) of the Electricity Industry Participation Code Amendment (Default Transmission Agreement) 2023.

Clause 12.31(2): amended, on 1 October 2023, by clause 23(5) of the Electricity Industry Participation Code Amendment (Default Transmission Agreement) 2023.

### 12.32 Authority must consult on draft benchmark agreement *[Revoked]*

Compare: Electricity Governance Rules 2003 rules 4.4 and 4.5 section II part F

Clause 12.32(2): amended, on 1 November 2018, by clause 75 of the Electricity Industry Participation Code

Amendment (Code Review Programme) 2018.

Clause 12.32: revoked, on 1 October 2023, by clause 24 of the Electricity Industry Participation Code Amendment (Default Transmission Agreement) 2023.

### 12.33 Decision on benchmark agreement *[Revoked]*

Compare: Electricity Governance Rules 2003 rule 4.6 section II part F

Clause 12.33(2): amended, on 1 August 2023, by clause 43 of the Electricity Industry Participation Code Amendment (System Operation Documents) 2023.

Clause 12.33: revoked, on 1 October 2023, by clause 24 of the Electricity Industry Participation Code Amendment (Default Transmission Agreement) 2023.

### 12.34 Incorporation of benchmark agreement by reference *[Revoked]*

Clause 12.34(1): amended, on 5 October 2017, by clause 294 of the Electricity Industry Participation Code Amendment (Code Review Programme) 2017.

Clause 12.34(1): amended, on 1 August 2023, by clause 44(1) of the Electricity Industry Participation Code Amendment (System Operation Documents) 2023.

Clause 12.34(2): revoked, on 1 August 2023, by clause 44(2) of the Electricity Industry Participation Code Amendment (System Operation Documents) 2023.

Clause 12.34: revoked, on 1 October 2023, by clause 24 of the Electricity Industry Participation Code Amendment (Default Transmission Agreement) 2023.

### *Variations from default transmission agreement template and grid reliability standards and enhancement and removal of connection assets*

Cross heading: amended, on 1 October 2023, by clause 25 of the Electricity Industry Participation Code Amendment (Default Transmission Agreement) 2023.

### 12.35 Increased service levels and reliability

(1) This clause applies if—

- (a) a proposed **transmission agreement** is not consistent in all material respects with the **default transmission agreement template** because it increases the service levels above those in the template; or
- (b) subject to clause 12.39, a proposed **transmission agreement** or other agreement between **Transpower** and a **designated transmission customer** increases the level of reliability above the **grid reliability standards** for a particular **grid injection point** or **grid exit point**.

(2) If this clause applies, the parties to the proposed **transmission agreement** must confirm in writing to the **Authority** that—

- (a) they have consulted with affected end use customers in relation to—
  - (i) the proposed service levels or the proposed increase in reliability; and
  - (ii) any resulting price implications; and
- (b) there are no material unresolved issues affecting the interests of those end use customers.

Compare: Electricity Governance Rules 2003 rule 5.1 section II part F

Clause 12.35 Heading: amended, on 15 May 2014, by clause 32(a) of the Electricity Industry Participation (Minor Code Amendments) Code Amendment 2014.

Clause 12.35(1)(a): amended, on 15 May 2014, by clause 32(b) of the Electricity Industry Participation (Minor Code Amendments) Code Amendment 2014.

Clause 12.35(1)(a): amended, on 1 October 2023, by clause 26 of the Electricity Industry Participation Code Amendment (Default Transmission Agreement) 2023.

Clause 12.35(2): replaced, on 5 October 2017, by clause 295 of the Electricity Industry Participation Code Amendment (Code Review Programme) 2017.

### 12.36 Decreased service levels and reliability

(1) This clause applies if—

- (a) a proposed **transmission agreement** is not consistent in all material respects with the **default transmission agreement template** because it decreases the service levels below those in the template; or
  - (b) subject to clause 12.39, a proposed **transmission agreement** or other agreement between **Transpower** and a **designated transmission customer** decreases the level of reliability below the **grid reliability standards** for a particular **grid injection point** or **grid exit point**.
- (2) If this clause applies, the parties must obtain the **Authority's** approval of the proposed service levels or the lower level of reliability.
- (3) The parties must satisfy the **Authority** that the **Authority** should grant an approval under subclause (2), having regard to any potential material adverse impacts of the proposed service levels or the lower level of reliability on—
  - (a) current and future service levels or reliability for any affected **designated transmission customer** or end use customer; and
  - (b) the price paid for transmission or distribution services, or **electricity**, by any affected **designated transmission customer** or end use customer.

Compare: Electricity Governance Rules 2003 rule 5.2 section II part F

Clause 12.36 Heading: amended, on 15 May 2014, by clause 33(a) of the Electricity Industry Participation (Minor Code Amendments) Code Amendment 2014.

Clause 12.36(1)(a): amended, on 15 May 2014, by clause 33(b) of the Electricity Industry Participation (Minor Code Amendments) Code Amendment 2014.

Clause 12.36(1)(a): amended, on 1 October 2023, by clause 27 of the Electricity Industry Participation Code Amendment (Default Transmission Agreement) 2023.

### 12.37 Variations that may increase or decrease reliability

If it is uncertain whether, subject to clause 12.39, a proposed **transmission agreement** or other agreement increases or decreases the service levels from those that would apply if the **default transmission agreement template** applied, or whether a proposed **transmission agreement** or other agreement increases or decreases the level of reliability above or below the **grid reliability standards**, for a particular **grid injection point** or **grid exit point**, the parties must obtain the **Authority's** approval described in clause 12.36(2).

Compare: Electricity Governance Rules 2003 rule 5.3 section II part F

Clause 12.37: amended, on 1 October 2023, by clause 28 of the Electricity Industry Participation Code Amendment (Default Transmission Agreement) 2023.

### 12.38 Other variations from terms of default transmission agreement template

- (1) This clause applies if a proposed **transmission agreement** to be entered into by **Transpower** and a **designated transmission customer** under clause 12.8 is not consistent in all material aspects with the **default transmission agreement template**, other than a situation to which clauses 12.35 to 12.37 apply.
- (2) If this clause applies, the parties must obtain the **Authority's** approval to the proposed variation from the **default transmission agreement template**. The parties to the proposed **transmission agreement** must satisfy the **Authority** that they have consulted with any affected end use customers and **designated transmission customers** in relation to the proposed variation, and there are no material unresolved issues affecting the interests of those persons.

Compare: Electricity Governance Rules 2003 rule 5.4 section II part F

Clause 12.38 heading: amended, on 1 October 2023, by clause 29(1) of the Electricity Industry Participation Code Amendment (Default Transmission Agreement) 2023.

Clause 12.38: amended, on 1 October 2023, by clause 29(2) of the Electricity Industry Participation Code Amendment (Default Transmission Agreement) 2023.

### 12.39 Customer specific value of expected unserved energy

- (1) *[Revoked]*
- (2) **Transpower** or a **designated transmission customer** may apply to the **Authority**—
  - (a) if permitted under a **transmission agreement**, for provisional approval to use a different **value of expected unserved energy** than the value specified in clause 4 of Schedule 12.2 for the purposes of determining whether to replace or enhance **connection assets** as provided for under that **transmission agreement**; or
  - (b) for approval to use a different **value of expected unserved energy** than the value specified in clause 4 of Schedule 12.2 for the purposes of applying the **grid reliability standards** under clauses 12.35 to 12.37 for a **grid injection point** or **grid exit point**, regardless of whether **Transpower** or the **designated transmission customer** has applied for the **Authority's** provisional approval under subclause (4).
- (3) An application under subclause (2) must be made in writing to the **Authority**—
  - (a) in the case of an application under subclause (2)(a), within 20 **business days** of the **designated transmission customer** proposing that different value to **Transpower** under the **transmission agreement**; and
  - (b) in the case of an application under subclause (2)(b), within 20 **business days** of the **designated transmission customer** reaching an agreement with **Transpower** to which clauses 12.35 to 12.37 apply.
- (4) If **Transpower** or a **designated transmission customer** applies for approval of a different **value of expected unserved energy** under subclause (2)(a), the **Authority** may provisionally approve that value if the **Authority** considers that the value is a reasonable estimate of the **value of expected unserved energy** in respect of the **grid injection point** or **grid exit point** for the **designated transmission customer** concerned.
- (5) If **Transpower** or a **designated transmission customer** applies for approval of a different **value of expected unserved energy** under subclause (2)(b) the **Authority**—
  - (a) may approve that value if the **Authority** considers that the value is a reasonable estimate of the **value of expected unserved energy** in respect of the **grid injection point** or **grid exit point** for the **designated transmission customer** concerned; and
  - (b) may decline to approve that value despite having provisionally approved that value under subclause (4).
- (6) If the **Authority** approves the **value of expected unserved energy** proposed by **Transpower** or the **designated transmission customer** under subclause (2)(b), that **value of expected unserved energy** applies for the purposes of applying the **grid reliability standards** under clauses 12.35 to 12.37 for the **grid injection point** or **grid exit point** instead of the **value of expected unserved energy** specified under clause 4 of Schedule 12.2.

- (7) If the **Authority** does not approve the **value of expected unserved energy** proposed by **Transpower** or the **designated transmission customer** under subclause (2)(b), the **value of expected unserved energy** under clause 4 of Schedule 12.2 applies for the purposes of applying the **grid reliability standards** under clauses 12.35 to 12.37 for the **grid injection point** or **grid exit point**.

Compare: Electricity Governance Rules 2003 rule 5.5 section II part F

Clause 12.39 Heading: amended, on 1 February 2016, by clause 48(1) of the Electricity Industry Participation Code Amendment (Code Review Programme) 2015.

Clause 12.39: amended, on 1 February 2016, by clause 48(3) of the Electricity Industry Participation Code Amendment (Code Review Programme) 2015.

Clause 12.39(1): revoked, on 1 February 2016, by clause 48(2) of the Electricity Industry Participation Code Amendment (Code Review Programme) 2015.

Clause 12.39(2)(b): amended, on 1 February 2016, by clause 48(4) of the Electricity Industry Participation Code Amendment (Code Review Programme) 2015.

Clause 12.39(4): amended, on 1 February 2016, by clause 48(5) of the Electricity Industry Participation Code Amendment (Code Review Programme) 2015.

Clause 12.39(6): amended, on 1 February 2016, by clause 48(6) and (7) of the Electricity Industry Participation Code Amendment (Code Review Programme) 2015.

Clause 12.39(7): amended, on 1 February 2016, by clause 48(8) of the Electricity Industry Participation Code Amendment (Code Review Programme) 2015.

#### **12.40 Replacement and enhancement of shared connection assets**

- (1) If 2 or more **designated transmission customers** are connected to a **point of connection** and **Transpower** has advised those **designated transmission customers**, in accordance with the provisions of a **transmission agreement** between **Transpower** and each of the **designated transmission customers**, that a **grid reliability report published** by **Transpower** in accordance with clause 12.76 sets out that the power system is not reasonably expected to meet the **N-1 criterion** at all times over the next 5 years because of a **connection asset** related to that **point of connection**, **Transpower** must—
- (a) as soon as practicable after advising the **designated transmission customers**, investigate whether the **connection asset** meets the **grid reliability standards**; and
  - (b) if it finds that the **connection asset** does not meet the **grid reliability standards**, develop proposals for investment in the **grid** to ensure that the **connection asset** meets the **grid reliability standards** and propose them to the **designated transmission customers** as soon as reasonably possible after **publication** of the **grid reliability report**.
- (2) **Transpower** and the **designated transmission customers** advised under subclause (1) must attempt in good faith, within 6 months of the date on which **Transpower** makes its proposals to the **designated transmission customers** under subclause (1)(b), or such longer period as the **Authority** may allow, to reach an agreement for an investment or other solution that will have the effect of—
- (a) maintaining the level of reliability for the **connection asset** at the level of reliability in the **grid reliability standards**; or
  - (b) increasing or decreasing the level of reliability for the **connection asset** above or below the **grid reliability standards**, so long as **Transpower** and the **designated transmission customers** have complied with clauses 12.35 to 12.37 and 12.39.
- (3) **Transpower** may undertake an investment proposed under subclause (2) only—

- (a) if the **designated transmission customers** unanimously agree with the proposal in accordance with subclause (2); or
- (b) if the **designated transmission customers** do not unanimously agree or none of the **designated transmission customers** agree with the proposed investment, if—
  - (i) the proposal has been approved under a grid upgrade plan requested by the Electricity Commission in accordance with rule 5.10 of section II of part F of the **rules** before this Code came into force; or
  - (ii) the proposal is approved by the Commerce Commission under an investment proposal requested by the Commerce Commission in accordance with clause 12.44(1); or
  - (iii) the proposal is permitted under an input methodology determined by the Commerce Commission under section 54S of the Commerce Act 1986.

Compare: Electricity Governance Rules 2003 rule 5.6 section II part F

Clause 12.40(1): amended, on 23 February 2015, by clause 75 of the Electricity Industry Participation Code Amendment (Distributed Generation) 2014.

Clause 12.40(1): amended, on 5 October 2017, by clause 296 of the Electricity Industry Participation Code Amendment (Code Review Programme) 2017.

Clause 12.40(1) and (2): amended, on 1 November 2018, by clause 76(a) and (b) of the Electricity Industry Participation Code Amendment (Code Review Programme) 2018.

#### 12.41 Removal of shared connection assets from service

- (1) If 2 or more **designated transmission customers** are connected to a **point of connection**, and **Transpower** is required by a **transmission agreement** between **Transpower** and each of those **designated transmission customers** to provide the **connection assets** at the **point of connection**, **Transpower** may **decommission a connection asset** at that **point of connection** from service only—
  - (a) if the **designated transmission customers** unanimously agree with the **decommissioning** and clauses 12.35 to 12.37 (if applicable) are complied with; or
  - (b) if the **designated transmission customers** do not unanimously agree, or none of the **designated transmission customers** agree, with the **decommissioning**, if the **decommissioning** results in a net benefit, as calculated under the test set out in clause 12.43.
- (2) To avoid doubt, this clause applies only if **Transpower** proposes to remove a **connection asset** from service and not replace the **asset** with another **connection asset**.

Compare: Electricity Governance Rules 2003 rule 5.7 section II part F

Clause 12.41(1): amended, on 23 February 2015, by clause 75 of the Electricity Industry Participation Code Amendment (Distributed Generation) 2014.

Clause 12.41(1): amended, on 5 October 2017, by clause 297 of the Electricity Industry Participation Code Amendment (Code Review Programme) 2017.

#### 12.42 Reconfiguration of shared connection assets

- If 2 or more **designated transmission customers** are connected to a **point of connection**, and **Transpower** is required by a **transmission agreement** between **Transpower** and each of those **designated transmission customers** to provide the **connection assets** in the configuration specified in each of those **transmission agreements**, **Transpower** may only change that configuration—
- (a) if the **designated transmission customers** unanimously agree with the reconfiguration and clauses 12.35 to 12.37 (if applicable) are complied with; or

- (b) if the **designated transmission customers** do not unanimously agree, or none of the **designated transmission customers** agree with the reconfiguration, if the reconfiguration results in a net benefit, as calculated under the test set out in clause 12.43.

Compare: Electricity Governance Rules 2003 rule 5.8 section II part F

Clause 12.42: amended, on 23 February 2015, by clause 75 of the Electricity Industry Participation Code Amendment (Distributed Generation) 2014.

Clause 12.42: amended, on 5 October 2017, by clause 298 of the Electricity Industry Participation Code Amendment (Code Review Programme) 2017.

### 12.43 Net benefits test

- (1) When **Transpower** is required to apply a net benefit test, **Transpower** must—
- (a) estimate the following costs:
- (i) any additional fuel costs incurred by a **generator** in respect of any **generating units** that will be **dispatched** or are likely to be **dispatched** during or after the removal of the **connection asset** or the reconfiguration of the **connection assets**, arising as a result of the removal or reconfiguration:
  - (ii) any direct labour and material costs that will be incurred by **Transpower** and the **designated transmission customers** undertaking the removal of the **connection asset** or the reconfiguration of the **connection assets**:
  - (iii) any increase in the estimate of **expected unserved energy** in MWh multiplied by the value per MWh of that **expected unserved energy**, arising as a result of the removal of the **connection asset** or the reconfiguration of the **connection assets**:
  - (iv) any of the following costs, if the cost is to a person that produces, transmits, retails, or consumes **electricity** in New Zealand:
    - (A) changes in fuel costs of **existing assets, committed projects and modelled projects**:
    - (B) changes in the value of involuntary **demand** curtailment:
    - (C) changes in the costs of **demand**-side management:
    - (D) changes in costs resulting from deferral of capital expenditure on **modelled projects**:
    - (E) changes in costs resulting from differences in the amount of capital expenditure on **modelled projects**:
    - (F) changes in costs resulting from differences in operations and maintenance expenditure on **existing assets, committed projects, and modelled projects**:
    - (G) changes in costs for **ancillary services**:
    - (H) changes in **losses**, including **local losses**:
    - (I) subsidies or other benefits provided under or arising pursuant to all applicable laws, regulations and administrative determinations:
    - (J) the value of the expected change in economic surplus due to a change in competition among **participants** arising as a result of the removal of the **connection asset** or the reconfiguration of the **connection assets**, excluding any expected change in economic surplus due to a change in another cost in this net benefit test:



- (v) any other relevant cost to a person that produces, transmits, retails or consumes **electricity** in New Zealand; and
  - (b) estimate the following benefits:
    - (i) any reduction in maintenance costs arising as a result of the removal of the **connection asset** or the reconfiguration of the **connection assets** (including **Transpower's** and any **designated transmission customer's** costs):
    - (ii) any reduction in fuel costs incurred by a **generator** in respect of any **generating units**, arising or likely to arise during or after the removal of the **connection asset** or the reconfiguration of the **connection assets**, as a result of the removal or reconfiguration:
    - (iii) any decrease in the estimate of **expected unserved energy** in MWh multiplied by the value per MWh of that **expected unserved energy**, arising as a result of the removal of the **connection asset** or the reconfiguration of the **connection assets**:
    - (iv) any of the following benefits, if the benefit is to a person that produces, transmits, retails or consumes **electricity** in New Zealand:
      - (A) changes in fuel costs of **existing assets, committed projects and modelled projects**:
      - (B) changes in the value of involuntary **demand** curtailment:
      - (C) changes in the costs of **demand**-side management:
      - (D) changes in costs resulting from the deferral of capital expenditure on **modelled projects**:
      - (E) changes in costs resulting from differences in the amount of capital expenditure on **modelled projects**:
      - (F) changes in costs resulting from differences in operations and maintenance expenditure on **existing assets, committed projects, and modelled projects**:
      - (G) changes in costs for **ancillary services**:
      - (H) changes in **losses**, including **local losses**:
      - (I) subsidies or other benefits provided under or arising pursuant to all applicable laws, regulations and administrative determinations:
      - (J) the value of the expected change in economic surplus due to a change in competition among **participants** arising as a result of the removal of the **connection asset** or the reconfiguration of the **connection assets**, excluding any expected change in economic surplus due to a change in another benefit in this net benefit test:
  - (v) any other relevant benefit to a person that produces, transmits, retails or consumes **electricity** in New Zealand; and
  - (c) deduct the costs estimated under paragraph (a) from the benefits estimated under paragraph (b) to determine the net benefit of the proposed removal of the **connection asset** or the reconfiguration of the **connection assets**.
- (2) **Transpower** may apply the test under this clause at differing levels of rigour in different circumstances, which may include taking into account the number of **assets** to

- be removed or reconfigured, the value of the **assets** involved, and the size of the load served by the **assets**.
- (3) **Transpower** is only required to—
- (a) make a reasonable estimate of the costs and benefits identified in subclause (1), based on information reasonably available to it at the time it undertakes the test, and taking into account the proposed number of **assets** to be removed or reconfigured, the value of the **assets** involved, and the size of the load served by the **assets**; and
  - (b) take account of events that can be reasonably foreseen.
- (4) **Transpower's** estimate of fuel costs under subclause (1) must—
- (a) in relation to thermal **generating stations**, be a reasonable estimate of the fuel costs, based on the economic value of the fuel required for the relevant thermal **generating station**, and justified by **Transpower** with reference to opinions on the economic value of the fuel, provided by 1 or more independent and suitably qualified persons; and
  - (b) in relation to hydroelectric **generating stations**—
    - (i) be a reasonable estimate of the fuel costs, based on the economic value of the water stored at a hydroelectric **generating station**, provided by a suitably qualified person other than—
      - (A) **Transpower**; or
      - (B) an employee of **Transpower**; and
    - (ii) be **published**, as provided for in the **Outage Protocol**.
- (5) The direct labour costs of **Transpower** and **designated transmission customers** under subclause (1)(a) may include any amounts paid to contractors, but must not include any apportionment of the overheads or office costs of **Transpower** or **designated transmission customers**.
- (6) The material costs of **Transpower** and **designated transmission customers** under subclause (1)(a) are the costs of the materials used in carrying out the work during the removal of the **connection asset** or the reconfiguration of the **connection assets**.
- (7) In assessing costs and benefits under subclause (1), **Transpower** must consider any reasonably expected operating conditions, forecasts in the **system security forecast**, likely fuel costs, and any other reasonable assumptions.
- (8) The estimate of **expected unserved energy** in MWh multiplied by the value per MWh of that **expected unserved energy** under subclause (1) must be based on—
- (a) the estimated amount and value of the **expected unserved energy** as agreed between **Transpower** and each affected **designated transmission customer**; or
  - (b) if **Transpower** and a **designated transmission customer** cannot agree on the amount and value of the **expected unserved energy** under paragraph (a), the **value of expected unserved energy** in clause 4 of Schedule 12.2 and **Transpower's** estimate of the **expected unserved energy** in respect of each affected **designated transmission customer** and end use customer.

Compare: Electricity Governance Rules 2003 rule 5.9 section II part F

Clause 12.43: substituted, on 16 December 2013, by clause 5 of the Electricity Industry Participation (Urgent Temporary Grid Reconfiguration) Code Amendment 2013.

Clause 12.43(8)(b): amended, on 1 February 2016, by clause 49 of the Electricity Industry Participation Code Amendment (Code Review Programme) 2015.

Clause 12.43(8)(b): amended, on 1 November 2018, by clause 77 of the Electricity Industry Participation Code Amendment (Code Review Programme) 2018.

#### **12.44 Request to the Commerce Commission to request an investment proposal be submitted**

- (1) **Transpower** may request in writing that the Commerce Commission request that **Transpower** submit an investment proposal to the Commerce Commission—
  - (a) for the purposes of clause 12.40(3); or
  - (b) if permitted by a **transmission agreement**.
- (2) Unless requested to do so by the Commerce Commission, **Transpower** must not submit an investment proposal to the Commerce Commission for approval in respect of an investment that has been proposed by **Transpower** in accordance with a **transmission agreement** or clause 12.40(3).

Compare: Electricity Governance Rules 2003 rules 5.10 section II, and 12.2.2 section III part F

#### *Resolutions of disputes*

#### **12.45 Certain disputes relating to transmission agreements may be referred to Rulings Panel**

If a dispute between **Transpower** and a **designated transmission customer** concerning—

- (a) the customer specific terms of a **transmission agreement** being negotiated between those parties; or
- (b) a requested variation of any of the terms of a **default transmission agreement** (other than a variation under clause 12.12) that applies between **Transpower** and the **designated transmission customer** in accordance with clauses 12.10 to 12.13 (including a requested variation from the services described in the **default transmission agreement**); or
- (c) the schedules proposed by **Transpower** under clauses 12.10(2)(b)(v) to (viii), or as amended by **Transpower** under clause 12.10(2)(c) or
- (d) any revision to Schedule 4 or Schedule 5 of a **default transmission agreement** proposed by **Transpower** under clause 12.12; or
- (e) the schedules proposed or amended by **Transpower** under clause 12.13 on the expiry or termination of a **transmission agreement**—

is not resolved within a reasonable time, either party may refer the matter to the **Rulings Panel** for determination.

Compare: Electricity Governance Rules 2003 rule 6.1 section II part F

Clause 12.45(b), (c), and (d): amended, on 1 October 2023, by clause 30(1) of the Electricity Industry Participation Code Amendment (Default Transmission Agreement) 2023.

Clause 12.45(c): amended, on 1 October 2023, by clause 30(2) of the Electricity Industry Participation Code Amendment (Default Transmission Agreement) 2023.

Clause 12.45(e): amended, on 1 October 2023, by clause 30(3) of the Electricity Industry Participation Code Amendment (Default Transmission Agreement) 2023.

#### **12.46 Rulings Panel has discretion to determine dispute**

- (1) The **Rulings Panel** may, in its discretion, decide whether or not to undertake the determination of a dispute under clause 12.45(a) or (b).
- (2) If the **Rulings Panel** decides not to undertake the determination of the dispute, the

**Rulings Panel** must inform **Transpower** or the **designated transmission customer**—

- (a) that the **Rulings Panel** intends to do no more in relation to the matter; and
- (b) of the reasons for that intention.

Compare: Electricity Governance Rules 2003 rule 6.2 section II part F

#### 12.47 Determinations by Rulings Panel

- (1) In determining a dispute under this clause, the **Rulings Panel** must take into account—
  - (a) the principles for the **default transmission agreement template** in clause 12.30; and
  - (b) the desirability of consistent treatment of **designated transmission customers** except if special circumstances justify a departure; and
  - (c) the potential impact of a decision on the contents of other **transmission agreements** or existing agreements as described in clauses 12.49 and 12.50.
- (2) The **Rulings Panel** must not determine disputes relating to the interpretation or enforcement of a **transmission agreement**.
- (3) The **Rulings Panel** must give notice to the parties of its determination, as soon as reasonably practicable.

Compare: Electricity Governance Rules 2003 rules 6.3 and 6.4 section II part F

Clause 12.47(1)(c): amended, on 16 December 2013, by clause 6 of the Electricity Industry Participation (Revocation of Part 16) Code Amendment 2013.

Clause 12.47(1)(a): amended, on 1 October 2023, by clause 31(1) of the Electricity Industry Participation Code Amendment (Default Transmission Agreement) 2023.

Clause 12.47(2): amended, on 1 October 2023, by clause 31(2) of the Electricity Industry Participation Code Amendment (Default Transmission Agreement) 2023.

#### 12.48 Status of default transmission agreement while Rulings Panel determining dispute

Nothing in clauses 12.45 to 12.47 overrides the application of a **default transmission agreement** pending a determination of the **Rulings Panel**.

Compare: Electricity Governance Rules 2003 rule 6.5 section II part F

Clause 12.48: amended, on 1 October 2023, by clause 32 of the Electricity Industry Participation Code Amendment (Default Transmission Agreement) 2023.

*Existing agreements not affected*

#### 12.49 Existing agreements

- (1) Except as provided for by clauses 12.50B and 12.95, this Part does not apply to or affect the rights, powers or obligations of a **participant** or **Transpower** under a written agreement entered into between that **participant** and **Transpower** for connection to and/or use of the **grid** that is—
  - (a) entered into before 29 October 2003; or
  - (b) based on **Transpower's** standard connection contract and entered into before 28 June 2007.
- (2) The exceptions from this Part in subclause (1) do not apply to a right, power or obligation of a **participant** that arises because of the variation of an agreement described in subclause (1).
- (3) To avoid doubt, the posted terms and conditions of **Transpower** do not constitute a written agreement.

Compare: Electricity Governance Rules 2003 rule 8.1 section II part F

Clause 12.49(1): amended, on 23 February 2015, by clause 75 of the Electricity Industry Participation Code Amendment (Distributed Generation) 2014.

Clause 12.49(1): amended, on 5 October 2017, by clause 299 of the Electricity Industry Participation Code Amendment (Code Review Programme) 2017.

Clause 12.49(1): amended, on 1 October 2023, by clause 33(1) of the Electricity Industry Participation Code Amendment (Default Transmission Agreement) 2023.

Clause 12.49(2): amended, on 1 October 2023, by clause 33(2) of the Electricity Industry Participation Code Amendment (Default Transmission Agreement) 2023.

### **12.50 Copies of other agreements to be provided to Authority**

If requested to do so by the **Authority**, **Transpower** or a **participant** must provide a copy of any written agreement for connection to and/or use of the grid that **Transpower** or the **participant** is a party to and that was entered into before 28 June 2007, including any amendments.

Compare: Electricity Governance Rules 2003 rule 8.2 section II part F

Clause 12.50(1): amended, on 23 February 2015, by clause 75 of the Electricity Industry Participation Code Amendment (Distributed Generation) 2014.

Clause 12.50(1): amended, on 5 October 2017, by clause 300 of the Electricity Industry Participation Code Amendment (Code Review Programme) 2017.

Clause 12.50: amended, on 1 October 2023, by clause 34 of the Electricity Industry Participation Code Amendment (Default Transmission Agreement) 2023.

### **12.50A Amending default transmission agreement template**

- (1) An amendment of the **default transmission agreement template** must have regard to the purpose, principles, and content of the **default transmission agreement template** in clause 12.29 to 12.31.
- (2) An amendment of the **Connection Code** must be carried out in accordance with clause 12.18.
- (3) For the purpose of this clause and clause 12.50B an amendment of the **default transmission agreement template** includes a replacement of the agreement.

Clause 12.50A: inserted, on 1 October 2023, by clause 35 of the Electricity Industry Participation Code Amendment (Default Transmission Agreement) 2023.

### **12.50B Effect of amendment of default transmission agreement template on existing agreements**

- (1) This clause applies when the **Authority** amends the **default transmission agreement template**.
- (2) Subject to subclause (3), all **transmission agreements** and agreements referred to in clause 12.49(1) are deemed to be amended to the extent necessary to make them consistent with an amendment to the **default transmission agreement template**, from the date of the amendment.
- (3) Subclause (2) applies except where an amendment to the **default transmission agreement template** provides otherwise.

Clause 12.50B: inserted, on 1 October 2023, by clause 35 of the Electricity Industry Participation Code Amendment (Default Transmission Agreement) 2023.

### **12.50C Effect of first default transmission agreement template**

Despite anything else in this Code, agreements referred to in clause 12.49(1) are deemed to be amended in respect of the first **default transmission agreement template** inserted into this Code, only to the extent necessary to make them consistent with Part D of that template.

Clause 12.50C: inserted, on 1 October 2023, by clause 35 of the Electricity Industry Participation Code Amendment (Default Transmission Agreement) 2023

### 12.51 Application to Rio Tinto agreements *[Revoked]*

Compare: Electricity Governance Rules 2003 rule 8.3 section II part F

Clause 12.51: revoked, on 16 December 2013, by clause 7 of the Electricity Industry Participation (Revocation of Part 16) Code Amendment 2013.

## Subpart 3— Grid reliability and industry information

### 12.52 Contents of this subpart

This subpart relates to—

- (a) **grid reliability standards**; and
- (b) **investment contracts**; and
- (c) *[Revoked]*
- (d) grid reliability reporting.

Compare: Electricity Governance Rules 2003 rule 1 section III part F

Clause 12.52(c): revoked, on 1 February 2016, by clause 50 of the Electricity Industry Participation Code Amendment (Code Review Programme) 2015.

### 12.53 Purpose of the reliability and industry information clauses

The purposes of this subpart are to—

- (a) facilitate **Transpower's** ability to develop and implement long term plans (including timely securing of land access and resource consents) for investment in the **grid**; and
- (b) assist **participants** to identify and evaluate investments in **transmission alternatives**; and
- (c) facilitate efficient investment in generation; and
- (d) facilitate any processes pursuant to Part 4 of the Commerce Act 1986.

Compare: Electricity Governance Rules 2003 rule 2 section III part F

### 12.54 Obligations to provide information

- (1) Each **participant** must provide information reasonably required by the **Authority** for the purposes of this subpart and respond to requests from the **Authority** under this subpart promptly and accurately.
- (2) Each **participant** must use reasonable endeavours to provide accurate information.
- (3) The **Authority** is not liable for the accuracy of information provided by a **participant**.
- (4) Subject to the Official Information Act 1982, the **Authority** may at its discretion, or on the application of an affected party, withhold **publication** of confidential aspects of the information provided by a **participant** to the **Authority** if the **Authority** reasonably considers that there is good reason for withholding it.

Compare: Electricity Governance Rules 2003 rule 3 section III part F

## *Grid reliability standards*

### 12.55 Authority determines grid reliability standards

- (1) The **Authority** must determine the most appropriate **grid reliability standards**.

- (2) The **Authority** must consider and determine **grid reliability standards**, having regard to the purposes set out in clause 12.56 and the principles set out in clause 12.57.
- (3) The **grid reliability standards** that apply at the commencement of this Code are the **grid reliability standards** in Schedule 12.2.

Compare: Electricity Governance Rules 2003 rule 4.1 section III part F

#### **12.56 Purpose of grid reliability standards**

The purpose of the **grid reliability standards** is to provide a basis for **Transpower** and other parties to appraise opportunities for transmission investments and **transmission alternatives**.

Compare: Electricity Governance Rules 2003 rule 4.2 section III part F

#### **12.57 Principles of grid reliability standards**

The **grid reliability standards** should—

- (a) take into account that transmission investments are long-lived assets and require a long-term planning perspective; and
- (b) reflect the public interest in reasonable stability in planning, having regard to the long term nature of investment in transmission assets; and
- (c) be consistent with **good electricity industry practice**; and
- (d) provide flexibility to allow the form of the standards to evolve over time, reflecting any changes in **good electricity industry practice**.

Compare: Electricity Governance Rules 2003 rule 4.3 section III part F

#### **12.58 Content of grid reliability standards**

- (1) The **grid reliability standards** must contain 1 or more standards for reliability of the **grid**, which may include without limitation a primary reliability standard and other reliability standards.
- (2) The reliability standards set out in the **grid reliability standards** may differ to reflect differing circumstances in different regions supplied by the **grid**.
- (3) The **grid reliability standards** may include 1 or more standards for reliability of the **core grid**.
- (4) The **grid reliability standards** may contain supporting information, such as information summarising economic assessments balancing different levels of reliability and the expected value of energy at risk.

Compare: Electricity Governance Rules 2003 rule 4.4 section III part F

#### *Review of grid reliability standards*

#### **12.59 Interested parties may request review of grid reliability standards**

- (1) 1 or more interested parties may request a review by the **Authority** of the **grid reliability standards**. The request must be in the form of a written submission to the **Authority** describing—
  - (a) the nature of the interest of each party seeking the review; and
  - (b) how the review might enable the **grid reliability standards** to better reflect the purpose and principles set out in clauses 12.56 and 12.57

- (2) In addition to receiving written submissions, the **Authority** may elect to hear 1 or more oral submissions.
- (3) The **Authority** must either undertake a review of the **grid reliability standards**, or decline to review the **grid reliability standards** and **publish** reasons for declining.

Compare: Electricity Governance Rules 2003 rule 5.1 section III part F

#### 12.60 Authority review of grid reliability standards

The **Authority** may initiate a review of the **grid reliability standards** for any reason consistent with the main objective of the **Authority** in section 15 of the **Act** and the purpose and principles set out in clauses 12.56 and 12.57.

Compare: Electricity Governance Rules 2003 rule 5.2 section III part F

Clause 12.60: amended, on 1 March 2024, by clause 57 of the Electricity Industry Participation Code Amendment (Code Review Programme) 2024

#### 12.61 Authority must publish draft grid reliability standards

- (1) This clause applies if the **Authority** undertakes a review of the **grid reliability standards** under clauses 12.59 or 12.60.
- (2) The **Authority** must **publish** draft **grid reliability standards**.
- (3) At the time the **Authority** publishes the draft **grid reliability standards** the **Authority** must **publish** the date by which submissions on the draft **grid reliability standards** are to be received by the **Authority**. The date must be no earlier than 15 **business days** from the date of **publication** of the draft **grid reliability standards**.
- (4) Each submission on the draft **grid reliability standards** must be made in writing to the **Authority** and be received on or before the **submission expiry date**. In addition to receiving written submissions, the **Authority** may elect to hear 1 or more oral submissions.

Compare: Electricity Governance Rules 2003 rules 4.5 and 4.6 section III part F

Clause 12.61(3): amended, on 5 October 2017, by clause 301 of the Electricity Industry Participation Code Amendment (Code Review Programme) 2017.

#### 12.62 Decision on grid reliability standards

Within 20 **business days** of the **submission expiry date** (or such longer period as the **Authority** may allow), the **Authority** must complete its consideration of all submissions it receives on the draft **grid reliability standards** and consider whether to include the **grid reliability standards** as a schedule to this Part, in accordance with the **Act**.

Compare: Electricity Governance Rules 2003 rule 4.7 section III part F

#### *Core grid determination*

#### 12.63 Authority determines core grid determination

- (1) The **Authority** must determine the most appropriate **core grid determination**.
- (2) The **core grid** specified in the **core grid determination** must include—
  - (a) at a minimum, those **assets** that comprise the main elements of the **grid**; and
  - (b) at most, all **assets** that form part of the **grid** and operate at nominal voltages of 66kV and above.
- (3) In determining the most appropriate **core grid determination**, and in a subsequent



review of the **core grid determination**, the **Authority** must have regard to—

- (a) the purposes set out in clause 12.64; and
  - (b) the principles set out in clause 12.57 for the **grid reliability standards**; and
  - (c) the objectives set out in clause 12.65.
- (4) In determining the most appropriate **core grid determination**, the **Authority** may engage **Transpower** or any other person to assist in the preparation of all or part of the **core grid determination**.
- (5) The **core grid determination** that applies at the commencement of this Code is the **core grid determination** in Schedule 12.3.

Compare: Electricity Governance Rules 2003 rule 5A.1 section III part F

#### 12.64 Purpose of core grid determination

The purpose of the **core grid determination** is to provide a basis for—

- (a) the **Authority** to determine the **grid reliability standards**; and
- (b) **Transpower** and other parties to appraise opportunities for transmission investment and **transmission alternatives**.

Compare: Electricity Governance Rules 2003 rule 5A.2 section III part F

#### 12.65 Objectives of core grid determination

The **Authority** must have regard to the following objectives in determining, and in any subsequent review of, the **core grid determination**:

- (a) avoiding the failure or removal from service of any **asset** forming part of the **core grid**, if the failure or removal from service of that **asset** may result in cascade failure;
- (b) providing flexibility to allow the **core grid** to evolve over time, reflecting any changes in the **grid**;
- (c) reflecting the public interest in reasonable stability in planning for transmission.

Compare: Electricity Governance Rules 2003 rule 5A.3 section III part F

#### *Review of core grid determination*

#### 12.66 Interested parties may request review of core grid determination

- (1) 1 or more interested parties may request a review by the **Authority** of the **core grid determination**. The request must be in the form of a written submission to the **Authority** describing—
- (a) the nature of the interest of each party seeking the review; and
  - (b) how the review might enable the **core grid determination** to better reflect the purpose and objectives set out in clauses 12.64 and 12.65 respectively.
- (2) In addition to receiving written submissions, the **Authority** may elect to hear 1 or more oral submissions.
- (3) The **Authority** must either undertake a review of the **core grid determination**, or decline to review the **core grid determination** and **publish** reasons for declining.

Compare: Electricity Governance Rules 2003 rule 5B.1 section III part F

### 12.67 Authority review of grid determination

The **Authority** may initiate a review of the **core grid determination** for any reason consistent with the main objective of the **Authority** in section 15 of the **Act** and the purpose and objectives set out in clauses 12.64 and 12.65 respectively.

Compare: Electricity Governance Rules 2003 rule 5B.2 section III part F

Clause 12.67: amended, on 1 March 2024, by clause 58 of the Electricity Industry Participation Code Amendment (Code Review Programme) 2024.

### 12.68 Authority must publish draft core grid determination

- (1) This clause applies if the **Authority** undertakes a review of the **core grid determination** in accordance with clauses 12.66 or 12.67.
- (2) The **Authority** must **publish** a draft **core grid determination**.
- (3) When the **Authority publishes** the draft **core grid determination** the **Authority** must **publish** the date by which submissions on the draft **core grid determination** are to be received by the **Authority**. The date must be no earlier than 15 **business days** from the date of publication of the draft **core grid determination**.
- (4) Each submission on the draft **core grid determination** must be made in writing to the **Authority** and be received on or before the **submission expiry date**. In addition to receiving written submissions, the **Authority** may elect to hear 1 or more oral submissions.

Compare: Electricity Governance Rules 2003 rules 5A.4 and 5A.5 section III part F

Clause 12.68(3): amended, on 5 October 2017, by clause 302 of the Electricity Industry Participation Code Amendment (Code Review Programme) 2017.

### 12.69 Decision on core grid determination

Within 20 **business days** of the **submission expiry date** (or such longer period as the **Authority** may allow), the **Authority** must complete its consideration of all submissions it receives on the draft **core grid determination** and consider whether to include the **core grid determination** in a schedule to this Part.

Compare: Electricity Governance Rules 2003 rule 5A.6 section III part F

## *Investment contracts*

### 12.70 Purpose

Clause 12.71 provides for **investment contracts** to be agreed between **designated transmission customers** and **Transpower**, and establishes a process to manage any potential implications for **grid reliability standards**.

Compare: Electricity Governance Rules 2003 rule 8.1 section III part F

### 12.71 Investment contracts

**Transpower** may enter into an **investment contract** with implications for **grid reliability standards** only if—

- (a) the **investment contract** is consistent with the **grid reliability standards** or the proposed investment has been approved by the **Authority** under clause 12.36(2), and clause 12.36(2) will apply as if the **investment contract** was a **transmission**

**agreement; and**

**(b) Transpower advises the Authority of the proposed investment contract.**

Compare: Electricity Governance Rules 2003 rule 8.2 section III part F

Clause 12.71(b): amended, on 1 November 2018, by clause 78 of the Electricity Industry Participation Code Amendment (Code Review Programme) 2018.

*Centralised data set [Revoked]*

Cross Heading: revoked, on 1 February 2016, by clause 51(1) of the Electricity Industry Participation Code Amendment (Code Review Programme) 2015.

**12.72 Authority to establish and maintain centralised data set [Revoked]**

Compare: Electricity Governance Rules 2003 rule 11.1 section III part F

Clause 12.72: revoked, on 1 February 2016, by clause 51(2) of the Electricity Industry Participation Code Amendment (Code Review Programme) 2015.

**12.73 Purpose of centralised data set [Revoked]**

Compare: Electricity Governance Rules 2003 rule 11.2 section III part F

Clause 12.73: revoked, on 1 February 2016, by clause 51(2) of the Electricity Industry Participation Code Amendment (Code Review Programme) 2015.

**12.74 Contents of centralised data set [Revoked]**

Compare: Electricity Governance Rules 2003 rule 11.3 section III part F

Clause 12.74: revoked, on 1 February 2016, by clause 51(2) of the Electricity Industry Participation Code Amendment (Code Review Programme) 2015.

**12.75 Public access to centralised data set [Revoked]**

Compare: Electricity Governance Rules 2003 rule 11.4 section III part F

Clause 12.75: revoked, on 1 February 2016, by clause 51(2) of the Electricity Industry Participation Code Amendment (Code Review Programme) 2015.

*Grid reliability reporting*

**12.76 Transpower to publish grid reliability report**

- (1) Transpower must publish a grid reliability report setting out—**
  - (a) a forecast of demand at each grid exit point over the next 10 years; and**
  - (b) a forecast of supply at each grid injection point over the next 10 years; and**
  - (c) whether the power system is reasonably expected to meet the N-1 criterion, including in particular whether the power system would be in a secure state at each grid exit point, at all times over the next 10 years; and**
  - (d) proposals for addressing any matters identified in accordance with paragraph (c).**
- (2) Transpower must publish a grid reliability report no later than 2 years after the date on which it published the previous grid reliability report, or such other date as determined by the Authority (having consulted with Transpower).**
- (3) If there is a material change in the forecast demand at a grid exit point or in the forecast supply at a grid injection point in the period to which the most recent grid reliability report relates, Transpower must publish a revised grid reliability report as soon as reasonably practicable after the material change.**

Compare: Electricity Governance Rules 2003 rule 12A section III part F

Clause 12.76(2): amended, on 21 September 2012, by clause 17 of the Electricity Industry Participation (Minor Amendments) Code Amendment 2012.

Clause 12.76(1): amended, on 5 October 2017, by clause 303 of the Electricity Industry Participation Code Amendment (Code Review Programme) 2017.

## Subpart 4—Transmission pricing methodology

### 12.77 Recovery of investment costs by Transpower

The costs incurred by **Transpower** (irrespective of when they are incurred) in relation to an **approved investment** are recoverable by **Transpower** from **designated transmission customers** on the basis of the **transmission pricing methodology** and must be paid by **designated transmission customers** accordingly.

Compare: Electricity Governance Rules 2003 rule 17.1 section III part F

### 12.78 Purpose for establishing transmission pricing methodology

The purpose of the **transmission pricing methodology** is to ensure that, subject to Part 4 of the Commerce Act 1986, the full economic costs of **Transpower's** services are allocated in accordance with the **Authority's** main objective in section 15 of the **Act**.

Compare: Electricity Governance Rules 2003 rule 1 section IV part F

Clause 12.78: amended, on 1 June 2011, by clause 4 of the Electricity Industry Participation (Transmission Pricing) Code Amendment 2011.

Clause 12.78: amended, on 1 March 2024, by clause 59 of the Electricity Industry Participation Code Amendment (Code Review Programme) 2024.

### 12.79 Main statutory objective

**Transpower**, in developing the **transmission pricing methodology**, and the **Authority**, in approving the **transmission pricing methodology**, must assess the **transmission pricing methodology** against the **Authority's** main objective in section 15 of the **Act**.

Compare: Electricity Governance Rules 2003 rule 2 section IV part F

Clause 12.79: substituted, on 1 June 2011, by clause 5 of the Electricity Industry Participation (Transmission Pricing) Code Amendment 2011.

Clause 12.79: Heading: amended, on 1 March 2024, by clause 60(1) of the Electricity Industry Participation Code Amendment (Code Review Programme) 2024.

Clause 12.79: amended, on 1 March 2024, by clause 60(2) of the Electricity Industry Participation Code Amendment (Code Review Programme) 2024.

### 12.80 Application and interpretation of pricing principles *[Revoked]*

Compare: Electricity Governance Rules 2003 rule 3 section IV part F

Clause 12.80: revoked, on 1 June 2011, by clause 6 of the Electricity Industry Participation (Transmission Pricing) Code Amendment 2011.

### 12.81 Authority must prepare an issues paper

- (1) The **Authority** must prepare an issues paper on—
  - (a) the process for development and approval of the **transmission pricing methodology**; and
  - (b) the guidelines to be followed by **Transpower** in preparing a methodology for allocating **Transpower's** revenues to **designated transmission customers**.
- (2) The process and guidelines must be developed in accordance with the **Authority's** main objective in section 15 of the **Act**.

Compare: Electricity Governance Rules 2003 rule 4 section IV part F

Clause 12.81: substituted, on 1 June 2011, by clause 7 of the Electricity Industry Participation (Transmission Pricing) Code Amendment 2011.

Clause 12.81(2): amended, on 1 March 2024, by clause 61 of the Electricity Industry Participation Code Amendment (Code Review Programme) 2024.

### 12.82 Authority must consult on issues paper

- (1) When the **Authority publishes** the issues paper, the **Authority** must **publish** of the date by which submissions are to be received by the **Authority**. The date must be no earlier than 15 **business days** from the date of **publication** of the issues paper.
- (2) Each submission on the issues paper must be made in writing to the **Authority** and received on or before the **submission expiry date**. In addition to receiving written submissions, the **Authority** may elect to hear one or more oral submissions.
- (3) Within 20 **business days** of the **submission expiry date** (or such longer period as the **Authority** may allow), the **Authority** must complete its consideration of all submissions it receives on the issues paper.

Compare: Electricity Governance Rules 2003 rule 5 section IV part F

Clause 12.82(1): amended, on 5 October 2017, by clause 304 of the Electricity Industry Participation Code Amendment (Code Review Programme) 2017.

### 12.83 Authority must publish process and guidelines for development of transmission pricing methodology

After consideration of submissions in clause 12.82(3), the **Authority** must, as soon as reasonably practicable, **publish**—

- (a) the process for the development of the **transmission pricing methodology**; and
- (b) any guidelines that **Transpower** must follow in developing the **transmission pricing methodology**.

Compare: Electricity Governance Rules 2003 rule 6 section IV part F

Clause 12.83: heading amended, on 1 June 2011, by clause 8(1) of the Electricity Industry Participation (Transmission Pricing) Code Amendment 2011.

Clause 12.83(b): amended, on 1 June 2011, by clause 8(2) of the Electricity Industry Participation (Transmission Pricing) Code Amendment 2011.

#### *Development of transmission pricing methodology by Transpower*

### 12.84 Transmission pricing methodology

The **transmission pricing methodology** that applies at the commencement of this Code is the **transmission pricing methodology** in Schedule 12.4.

Clause 12.83(b): amended, on 1 June 2011, by clause 8(2) of the Electricity Industry Participation (Transmission Pricing) Code Amendment 2011.

Clause 12.84 heading: amended, on 20 December 2021, by clause 49 of the Electricity Industry Participation Code Amendment (Code Review Programme) 2019.

#### *Review of an approved transmission pricing methodology*

Heading: amended, on 1 June 2011, by clause 9 of the Electricity Industry Participation (Transmission Pricing) Code Amendment 2011.

### 12.85 Review by Transpower

At any time, **Transpower** may submit to the **Authority** a proposed variation of its **transmission pricing methodology**, provided that the submission is made at least 12 months after the last **Authority** approval of the **transmission pricing methodology**.

Compare: Electricity Governance Rules 2003 rule 11.1 section IV part F

### 12.86 Review by Authority

The **Authority** may review an approved **transmission pricing methodology** if it considers that there has been a material change in circumstances.

Compare: Electricity Governance Rules 2003 rule 11.2 section IV part F

Clause 12.86 heading: amended, on 20 December 2021, by clause 50 of the Electricity Industry Participation Code Amendment (Code Review Programme) 2019.

### 12.87 Process for review

A review of the **transmission pricing methodology** must take into account the requirements of clauses 12.79 and 12.89(1). The **Authority** must follow the processes outlined in clauses 12.91 to 12.94 when reviewing a **transmission pricing methodology**.

Compare: Electricity Governance Rules 2003 rule 11.3 section IV part F

### 12.88 Transpower to submit methodology

- (1) **Transpower** must submit a proposed **transmission pricing methodology** to the **Authority** within 90 days (or such longer period as the **Authority** may allow) of receipt of a written request from the **Authority**.
- (2) The **Authority** may, after **publishing** the process described in clause 12.83(a) and the guidelines described in clause 12.83(b), issue such a request.

Compare: Electricity Governance Rules 2003 rule 7.1 section IV part F

### 12.89 Form of proposed transmission pricing methodology

- (1) **Transpower** must develop its proposed **transmission pricing methodology** consistent with—
  - (a) any determination made under Part 4 of the Commerce Act 1986; and
  - (b) the **Authority's** main objective in section 15 of the **Act**; and
  - (c) any guidelines **published** under clause 12.83(b).
- (2) **Transpower's** proposed **transmission pricing methodology** must include indicative prices to allow the **Authority** and interested parties to understand the impact of the methodology on **designated transmission customers**.

Compare: Electricity Governance Rules 2003 rule 7.2 section IV part F

Clause 12.89 (1)(b): substituted, on 1 June 2011, by clause 10 of the Electricity Industry Participation (Transmission Pricing) Code Amendment 2011.

Clause 12.89(1)(b): amended, on 1 March 2024, by clause 62 of the Electricity Industry Participation Code Amendment (Code Review Programme) 2024..

### 12.90 Authority may decline to consider proposed transmission pricing methodology

- (1) The **Authority** may decline to consider the proposed **Transpower transmission pricing methodology** if, in the **Authority's** view, **Transpower** has not provided sufficient information for the **Authority** to make an informed assessment of the matters referred to in clauses 12.91 to 12.94.
- (2) If the **Authority** so declines, the **Authority** must advise **Transpower** of the extra information required, and **Transpower** must provide a revised **transmission pricing methodology** by a date specified by the **Authority**.

Compare: Electricity Governance Rules 2003 rule 7.3 section IV part F

*Process for determination of transmission pricing methodology*

**12.91 Authority may approve proposed transmission pricing methodology or refer back to Transpower**

- (1) After consideration of Transpower's proposed **transmission pricing methodology**, the **Authority** may either—
  - (a) approve the proposed **transmission pricing methodology** having regard to the requirements of clause 12.89(1); or
  - (b) refer the proposed **transmission pricing methodology** back to **Transpower** if in the **Authority's** view the proposed **transmission pricing methodology** does not adequately conform to the requirements of clause 12.89(1) and **Transpower** will have 20 **business days** to consider the **Authority's** concerns and to resubmit its proposed **transmission pricing methodology** for consideration by the **Authority**.
- (2) If the **Authority** considers that the **transmission pricing methodology** resubmitted by **Transpower** under subclause (1)(b) does not conform to the requirements of clause 12.89(1), the **Authority** may make any amendments it considers necessary to ensure that the proposed **transmission pricing methodology** adequately conforms to the requirements of clause 12.89(1).

Compare: Electricity Governance Rules 2003 rule 8.1 section IV part F

**12.92 Authority must publish proposed transmission pricing methodology**

- (1) The **Authority** must **publish** the proposed **transmission pricing methodology** as soon as practicable.
- (2) At the time the **Authority publishes** the proposed **transmission pricing methodology** the **Authority** must **publish** the date by which submissions are to be received by the **Authority**. The date must be no earlier than 15 **business days** from the date of **publication** of the proposed **transmission pricing methodology**.
- (3) Each submission on the proposed **transmission pricing methodology** must be made in writing to the **Authority** and received on or before the **submission expiry date**. In addition to receiving written submissions, the **Authority** may elect to hear 1 or more oral submissions.

Compare: Electricity Governance Rules 2003 rules 8.2 and 8.3 section IV part F

Clause 12.92(2): amended, on 5 October 2017, by clause 305 of the Electricity Industry Participation Code Amendment (Code Review Programme) 2017.

**12.93 Decision on transmission pricing methodology**

Within 40 **business days** of the **submission expiry date** (or such longer period as the **Authority** may allow), the **Authority** must complete its consideration of all submissions it receives on a proposed **transmission pricing methodology** and consider whether to include the **transmission pricing methodology** in a schedule to this Part and, if so, the date that the **transmission pricing methodology** will take effect.

Compare: Electricity Governance Rules 2003 rule 8.4 section IV part F

**12.94 Authority to determine commencement date**

In determining a date on which the **transmission pricing methodology** must take

effect, the **Authority** must consult with **Transpower**.

Compare: Electricity Governance Rules 2003 rule 8.5 section IV part F

*Amending the transmission pricing methodology*

Cross Heading: inserted, on 25 July 2022, by clause 4 of the Electricity Industry Participation Code Amendment (Transmission Pricing Methodology Related Amendments) 2022.

**12.94A Amending the transmission pricing methodology**

- (1) Despite anything else in this Code, the **Authority** may amend the **transmission pricing methodology** under section 38 of the **Act** if—
  - (a) the **Authority** complies with section 39(1) of the **Act**; or
  - (b) the **Authority** is satisfied on reasonable grounds regarding any of the matters in section 39(3)(a), (b) or (c) of the **Act** (in which case sections 39(1)(b) and (c) of the **Act** will not apply to the amendment); or
  - (cc) section 40 of the **Act** applies (in which case section 39(1) of the **Act** will not apply to the amendment).
- (2) When consultation is required on an amendment to the **transmission pricing methodology** under subsection (1), the **Authority** must include an explanation of whether it considers the amendment to be consistent with the intent of the most recent guidelines **published** under clause 12.83(b), and if it does not consider the amendment to be consistent, the reasons why the **Authority** considers the amendment to nevertheless be consistent with section 32(1) of the **Act**.

Clause 12.94A: inserted, on 25 July 2022, by clause 4 of the Electricity Industry Participation Code Amendment (Transmission Pricing Methodology Related Amendments) 2022.

Clause 12.94A: replaced, on 17 June 2024, by clause 4 of the Electricity Industry Participation Code Amendment (Transmission Pricing Methodology Related Amendments) 2024.

*Application of approved transmission pricing methodology*

**12.95 Charges to comply with transmission pricing methodology**

**Transpower** must charge for those transmission services affected only in accordance with the **transmission pricing methodology**.

Compare: Electricity Governance Rules 2003 rule 9.1 section IV part F

Clause 12.95(1): amended, on 16 December 2013, by clause 8(1) of the Electricity Industry Participation (Revocation of Part 16) Code Amendment 2013.

Clause 12.95(2): revoked, on 16 December 2013, by clause 8(2) of the Electricity Industry Participation (Revocation of Part 16) Code Amendment 2013.

Clause 12.95: replaced, on 1 April 2023, by clause 5 of the Electricity Industry Participation Code Amendment (Transmission Pricing Methodology Related Amendments) (No 2) 2022.

**12.96 Development of transmission prices**

After approval of the **transmission pricing methodology**, **Transpower** must—

- (a) develop and **publish** transmission prices consistent with the **transmission pricing methodology** based on its total revenue requirement for connection to or use of the **grid**; and
- (b) demonstrate to the **Authority** that the prices are consistent with the **transmission pricing methodology**.

Compare: Electricity Governance Rules 2003 rule 9.2 section IV part F



Clause 12.96(a): amended, on 23 February 2015, by clause 75 of the Electricity Industry Participation Code Amendment (Distributed Generation) 2014.

Clause 12.96(a): amended, on 5 October 2017, by clause 306 of the Electricity Industry Participation Code Amendment (Code Review Programme) 2017.

### *Audit of transmission prices*

#### **12.97 Audit of transmission prices**

- (1) The **Authority** may appoint an **auditor** to confirm whether **Transpower's** transmission prices have been calculated in accordance with the **transmission pricing methodology**.
- (2) **Transpower** must ensure that the **auditor's** report includes the **auditor's** view on whether the application of the **transmission pricing methodology** by **Transpower** contains errors or inconsistencies that may have a material impact on the prices of any individual **designated transmission customers**, or **designated transmission customers** in general.
- (3) **Transpower** must provide the **auditor** with all relevant information required by the **auditor** to complete its review.

Compare: Electricity Governance Rules 2003 rule 9.3 section IV part F

Clause 12.97(2): amended, on 1 February 2016, by clause 52 of the Electricity Industry Participation Code Amendment (Code Review Programme) 2015.

#### **12.98 Transpower may respond to auditor's report**

**Transpower** must ensure that the **auditor's** report includes any comments that **Transpower** provided to the **auditor** within 15 **business days** of **Transpower** receiving a draft of the report.

Compare: Electricity Governance Rules 2003 rule 9.4 section IV part F

Clause 12.98: substituted, on 1 February 2016, by clause 53 of the Electricity Industry Participation Code Amendment (Code Review Programme) 2015.

#### **12.99 Final auditor report to the Authority**

- (1) **Transpower** must ensure that, within 10 **business days** after the **auditor** receives **Transpower's** response under clause 12.98, the **auditor** provides a report to the **Authority** certifying that either—
  - (a) **Transpower** had applied correctly the approved **transmission pricing methodology**; or
  - (b) material errors remained in **Transpower's** application of the **transmission pricing methodology**.
- (2) Within 5 **business days** of receiving the report, the **Authority** must **publish** the **auditor's** report.

Compare: Electricity Governance Rules 2003 rules 9.5 and 9.6 section IV part F

Clause 12.99(1): amended, on 1 February 2016, by clause 54 of the Electricity Industry Participation Code Amendment (Code Review Programme) 2015.

#### **12.100 Transpower to redetermine transmission prices**

If the **auditor** concludes that there are material errors in **Transpower's** application of the **transmission pricing methodology**, **Transpower** must recalculate and **publish** revised transmission prices to correct identified errors.

Compare: Electricity Governance Rules 2003 rule 9.7 section IV part F

### 12.101 Auditor's costs

**Transpower** must meet the actual and reasonable expenses of the **auditor**.

Compare: Electricity Governance Rules 2003 rule 9.8 section IV part F

### 12.102 Enforcement of transmission charges

- (1) The approved **transmission pricing methodology** must be incorporated in **transmission agreements** between **Transpower** and **designated transmission customers**.
- (2) The amount payable by a **designated transmission customer** under a **transmission agreement** under subclause (1)—
  - (a) is recoverable in any court of competent jurisdiction as a debt due to **Transpower**; and
  - (b) may be challenged in any proceedings to recover the debt on the ground that **Transpower** has incorrectly applied the **transmission pricing methodology** in a manner that is adverse to the **designated transmission customer** but the **transmission pricing methodology** itself may not be challenged.

Compare: Electricity Governance Rules 2003 rule 10 section IV part F

#### *Information for calculating transmission charges*

Cross Heading: inserted, on 25 July 2022, by clause 5 of the Electricity Industry Participation Code Amendment (Transmission Pricing Methodology Related Amendments) 2022.

### 12.102A Information held by system operator may be used to calculate charges

- (1) The **system operator** may provide to **Transpower** any information the **system operator** holds that the **system operator** or **Transpower** considers **Transpower** reasonably needs to calculate charges under the **transmission pricing methodology**.
- (2) **Transpower** may use any information provided to it by the **system operator** under this clause to calculate charges under the **transmission pricing methodology**. **Transpower** must not use the information for any other purpose except—
  - (a) as provided for in this Code; or
  - (b) as required by law; or
  - (c) if the information is or becomes publicly available; or
  - (d) if the information is or has been provided to **Transpower** other than under this clause and without restriction as to **Transpower's** use of it for the other purpose; or
  - (e) otherwise as may be agreed with the **participant** or other person who is the subject of the information.

Clause 12.102A: inserted, on 25 July 2022, by clause 5 of the Electricity Industry Participation Code Amendment (Transmission Pricing Methodology Related Amendments) 2022.

### 12.102B Information about embedded electricity

- (1) In this clause, “AMDR”, “capacity”, “consuming plant”, “difference cap”, “embedded electricity”, and “generating plant” have the meanings given to those terms in the **transmission pricing methodology**.

- (2) This clause applies where the **Authority** or **Transpower** reasonably considers a **participant** owns generating plant with a total capacity of 10 MW or more directly or indirectly connected to the same **point of connection** in respect of which **Transpower** holds insufficient information to calculate embedded electricity under the **transmission pricing methodology**.
- (3) If subclause (2) applies, the **Authority** or **Transpower** may request that the **participant** provide the information specified in subclause (5) to **Transpower** in a format reasonably requested by the **Authority** or **Transpower**.
- (4) The **Authority** or **Transpower** (as applicable) must withdraw a request made under subclause (3) if the **participant** satisfies the **Authority** or **Transpower** (as applicable) within 10 **business days** (or such longer period as provided for by the **Authority** or **Transpower**) of the request that—
  - (a) the **participant** does not own the generating plant referred to in subclause (2); or
  - (b) the generating plant does not have a total capacity of 10 MW or more directly or indirectly connected to the same **point of connection**; or
  - (c) the total capacity of any consuming plant supplied or potentially supplied by the generating plant, without that **electricity** first flowing through a **point of connection**, is 1 MW or less.
- (5) The information referred to in subclause (3) is any information about the **electricity** generated by the **participant's** generating plant referred to in subclause (2) (whether **metered** or estimated) for any **trading period** or **trading periods** specified by the **Authority** or **Transpower** from (and including) **trading period 1** on 1 July 2014 to (and including) **trading period 48** on the day immediately before the date of the request under subclause (3).
- (6) **Transpower** may use any information provided to it by a **participant** under this clause to calculate charges under the **transmission pricing methodology**. **Transpower** must not use the information for any other purpose except—
  - (a) as provided for in this Code; or
  - (b) as required by law; or
  - (c) if the information is or becomes publicly available; or
  - (d) if the information is or has been provided to **Transpower** other than under this clause and without restriction as to **Transpower's** use of it for the other purpose; or
  - (e) otherwise as may be agreed with the **participant**.
- (7) Subject to subclause (9), if—
  - (a) a **participant** does not provide to **Transpower** any or all of the information requested by the **Authority** or **Transpower** under subclause (5) within 20 **business days** (or such longer period as provided for by the **Authority** or **Transpower**) of the date of the request under subclause (3); or
  - (b) any or all of the information provided is not provided in the requested format or another format **Transpower** can reasonably use for calculating charges under the **transmission pricing methodology**; or
  - (c) **Transpower** reasonably considers any or all of the information provided

is not sufficiently reliable for calculating charges under the **transmission pricing methodology**,

**Transpower** must use the values specified in subclause (8) to calculate charges under the **transmission pricing methodology** in place of the information that is not provided, is not in the requested format or another format **Transpower** can reasonably use, or is not sufficiently reliable.

- (8) The values referred to in subclause (7) are, for calculating the relevant **designated transmission customer's** AMDR and difference cap under the **transmission pricing methodology**, a value or values of **electricity** generated by the generating plant calculated as if it were operating at its capacity.
- (9) Subclause (7) is subject to any requirement on **Transpower** in this Code to use information from a specific source to calculate charges under the **transmission pricing methodology**.

Clause 12.102B: inserted, on 25 July 2022, by clause 5 of the Electricity Industry Participation Code Amendment (Transmission Pricing Methodology Related Amendments) 2022.

#### 12.102C Authority may provide information

Subject to any applicable law including any other provision of this Code, the **Authority** may provide to **Transpower** any information it holds for the purpose of enabling **Transpower** to calculate transmission charges. The **Authority** may provide the information subject to any conditions the **Authority** considers appropriate.

Clause 12.102C: inserted, on 17 June 2024, by clause 5 of the Electricity Industry Participation Code Amendment (Transmission Pricing Methodology Related Amendments) 2024.

### Subpart 5—Financial transmission rights *[Revoked]*

Subpart 5: revoked, on 1 October 2011, by clause 6 of the Electricity Industry Participation (Financial Transmission Rights) Code Amendment 2011.

#### 12.103 Contents of this subpart *[Revoked]*

Compare: Electricity Governance Rules 2003 rule 1 section V part F

Clause 12.103: revoked, on 1 October 2011, by clause 6 of the Electricity Industry Participation (Financial Transmission Rights) Code Amendment 2011.

#### 12.104 Design *[Revoked]*

Compare: Electricity Governance Rules 2003 rule 2 section V part F

Clause 12.104: revoked, on 1 October 2011, by clause 6 of the Electricity Industry Participation (Financial Transmission Rights) Code Amendment 2011.

### Subpart 6—Interconnection asset services

#### 12.105 Purpose of this subpart

The purpose of this subpart is to—

- (a) create incentives on **Transpower**, through enforceable service measures, to provide **interconnection assets** at the capacity ratings required by **designated transmission customers** and other **grid** users; and
- (b) ensure that **Transpower** provides information on the capacity of **interconnection assets**, and their reliability and availability, to enable **grid** users to monitor the capacity and performance of **interconnection assets**; and
- (c) establish processes for the identification of investments in the **grid**, and

alternatives to such investments, to ensure efficient decision-making on the use of and upgrades to the **grid**; and

- (d) specify the circumstances in which **Transpower** may permanently or temporarily remove **interconnection assets** from service or reconfigure the **grid**.

Compare: Electricity Governance Rules 2003 rule 1 section VI part F

Clause 12.105(d): amended, from 2 March 2012 to 3 December 2012, by clause 4 of the Electricity Industry Participation (Temporary Grid Reconfiguration) Code Amendment 2012.

Clause 12.105(d): amended, from 15 March 2013 to 15 December 2013, by clause 4 of the Electricity Industry Participation (Temporary Grid Reconfiguration) Code Amendment 2013.

Clause 12.105(d): amended, 16 December 2013, by clause 6 of the Electricity Industry Participation (Urgent Temporary Grid Reconfiguration) Code Amendment 2013.

### 12.106 Interconnection asset capacity and grid configuration

- (1) The interconnection asset capacity and grid configuration set out in schedule F6 of section VI of part F of the **rules** immediately before this Code came into force, continues in force and is deemed to be the interconnection asset capacity and grid configuration that applies at the commencement of this Code.
- (2) Clause 12.110 applies to the interconnection asset capacity and grid configuration.

### 12.107 Transpower to identify interconnection branches, and propose service measures and levels

- (1) **Transpower** must provide the **Authority** with the information set out in subclause (4) and a diagram showing the configuration of the **grid**, other than **connection assets**.
- (2) **Transpower** must provide the information and diagram referred to in subclause (1) to the **Authority** in the form specified by the **Authority**.
- (3) The interconnection asset capacity and grid configuration referred to in subclause (1) must be provided within 3 months of the date on which the **Authority**, in accordance with subclause (2), sets the form in which the interconnection asset capacity and grid configuration must be provided.
- (4) The information required under subclause (1) is—
- (a) for each **interconnection circuit branch**, the following service measures and service levels:
- (i) the overall continuous capacity rating of the **interconnection circuit branch**, for both summer and winter periods in MVA and amperes:
- (ii) the level of impedance of the interconnection **circuit branch** both **resistive** and **reactive** and for **assets** arranged in both **shunt** and **series** in PU, using a base of 100 MVA, provided the impedance of the **interconnection circuit branch** is equal to or more than 0.0001 PU, using 100 MVA as the base:
- (iii) the nominal high voltage rating of each interconnection **circuit branch** in kV:
- (iv) the high voltage range that each **interconnection circuit branch** can be operated over in kV, specified as a maximum and a minimum; and
- (b) for each **interconnection transformer branch**, the following information:
- (i) the overall 24 hour post contingency capacity rating of the **interconnection transformer branch**, for both the summer and winter period, in amperes and MVA as follows:

- (A) for 2 Winding **interconnection transformer branches**, the overall 24 hour post contingency capacity rating:
  - (B) for 3 Winding **interconnection transformer branches**, the overall 24 hour post contingency capacity rating, at HV, MV, and LV:
- (ii) the continuous capacity rating of the **interconnection transformer branch** in amperes and MVA as follows:
  - (A) for 2 Winding **interconnection transformer branches**, the continuous capacity rating:
  - (B) for 3 Winding **interconnection transformer branches**, the continuous capacity rating, at HV, MV, and LV:
- (iii) the level of impedance of the **interconnection transformer branch**, both **resistive** and **reactive** and for **assets** arranged in both **shunt** and in **series** in PU, using a base of 100 MVA, as follows:
  - (A) for 2 Winding **interconnection transformer branches**, the level of impedance of the **interconnection transformer branch**:
  - (B) for 3 Winding **interconnection transformer branches**, the level of impedance of the **interconnection transformer branch**, at HV, MV, and LV:
- (iv) the nominal high voltage rating of the **interconnection transformer branch** in kV:
- (v) the high voltage range that the **interconnection transformer branch** can be operated over in kV, specified as a maximum, and a minimum:
- (vi) in respect of the tapping steps and ranges of the **interconnection transformer branch**:
  - (A) the tap voltage range in volts, specified as a maximum and a minimum:
  - (B) the **number** of tapping steps:
  - (C) the size of each tapping step as a percentage of the operational voltage range:
  - (D) whether the tapping step is on-load or off-load:
  - (E) whether on-load tapping capacity is automatic or manual;
  - (F) if on-load tapping capacity is automatic, whether it is auto-selected:
  - (G) if on-load tapping capacity is manual, the tap step it is normally set to, which for the purposes of this clause is the actual or expected position at winter peak demand; and
- (c) the transfer capacity in the North and South transfer for each **HVDC link configuration** expressed as follows:
  - (i) DC sent in **MW**:
  - (ii) AC received in **MW**; and
- (d) for each **shunt asset**, the following service measures and service levels:
  - (i) the overall capacity rating, in MVA<sub>r</sub>, in terms of both absorption or provision:
  - (ii) the nominal voltage rating of the **shunt asset** in kV:
  - (iii) the maximum and minimum voltage range in kV that the **shunt asset** can

- operate over; and
- (e) in addition to the information required under paragraph (d) in relation to **shunt assets**:
    - (i) whether each **shunt asset** is dynamic or static;
    - (ii) if the **shunt asset** is dynamic, whether it is an SVC or synchronous compensator;
    - (iii) any **shunt assets** that may directly affect the capacity of the **HVDC link** as set out in paragraph (c) and the likely magnitude of such effect; and
  - (f) the dates for the summer and winter periods or other such defined periods as may apply for the purposes of paragraphs (a) and (b).
- (5) The information provided under subclause (4) must,—
- (a) in the case of information provided under subclause (4)(a), (c) and (d), be consistent with the information disclosed by **Transpower** in the most recent **asset capability statement** provided by **Transpower** under clause 2(5) of **Technical Code A** of Schedule 8.3; and
  - (b) in the case of information provided under subclause (4)(b), be consistent with the **manufacturer's specification** for the component **assets** and the information disclosed by **Transpower** in the most recent **asset capability statement** provided under clause 2(5) of **Technical Code A** of Schedule 8.3, if this differs from the **manufacturer's specifications**;
  - (c) in the case of information provided under subclause (4)(a), be consistent with the thermal design rating of each **interconnection branch**; and
  - (d) cover every **interconnection asset**, either as part of an **interconnection circuit branch**, **interconnection transformer branch**, the **HVDC link** or as a **shunt asset**.
- (6) After reviewing the interconnection asset capacity and grid configuration provided under subclause (1), the **Authority** may request **Transpower** to reconsider whether any of the interconnection asset capacity and grid configuration, is accurate, and require **Transpower** to resubmit the interconnection asset capacity and grid configuration to the **Authority** for reconsideration.

Compare: Electricity Governance Rules 2003 rules 2.1 to 2.6 section VI part F

Clause 12.107(2): replaced, on 5 October 2017, by clause 307(1) of the Electricity Industry Participation Code Amendment (Code Review Programme) 2017.

Clause 12.107(4): amended, on 5 October 2017, by clause 307(2) of the Electricity Industry Participation Code Amendment (Code Review Programme) 2017.

Clause 12.107(4)(c): amended, on 20 December 2021, by clause 51 of the Electricity Industry Participation Code Amendment (Code Review Programme) 2019. Clause 12.107(5): amended, on 5 October 2017, by clause 307(3) of the Electricity Industry Participation Code Amendment (Code Review Programme) 2017.

Clause 12.107(4)(c): amended, on 1 March 2024, by clause 63 of the Electricity Industry Participation Code Amendment (Code Review Programme) 2024.

## 12.108 Consultation on proposed interconnection asset capacity and grid configuration

- (1) If the **Authority** is provisionally satisfied that the interconnection asset capacity and grid configuration provided under clause 12.107(1) or resubmitted under clause 12.107(6) are correct, the **Authority** must **publish** the proposed interconnection asset capacity and grid configuration as soon as practicable for consultation with any person that the **Authority** thinks is likely to be materially affected by the incorporation of the proposed interconnection asset capacity and grid configuration by reference in

this Code.

- (2) As well as the consultation required under subclause (1), the **Authority** may undertake any other consultation it considers necessary.

Compare: Electricity Governance Rules 2003 rules 2.7 and 2.8 section VI part F

#### 12.109 Decision on interconnection asset capacity and grid configuration

- (1) When the **Authority** has completed its consultation on the proposed interconnection asset capacity and grid configuration, it must consider whether to incorporate the proposed interconnection asset capacity and grid configuration by reference in this Code.
- (2) If the **Authority** decides to incorporate the interconnection asset capacity and grid configuration by reference in this Code, the **Authority** must determine a date on which the incorporation by reference takes effect.

Compare: Electricity Governance Rules 2003 rule 2.9 section VI part F

Clause 12.109(2): amended, on 1 August 2023, by clause 45 of the Electricity Industry Participation Code Amendment (System Operation Documents) 2023.

#### 12.110 Incorporation of interconnection asset capacity and grid configuration by reference

- (1) The interconnection asset capacity and grid configuration is incorporated by reference in this Code.
- (2) *[Revoked]*

Clause 12.110(1): amended, on 5 October 2017, by clause 308 of the Electricity Industry Participation Code Amendment (Code Review Programme) 2017.

Clause 12.110(1): amended, on 1 August 2023, by clause 46(1) of the Electricity Industry Participation Code Amendment (System Operation Documents) 2023.

Clause 12.110(2): revoked, on 1 August 2023, by clause 46(2) of the Electricity Industry Participation Code Amendment (System Operation Documents) 2023.

#### 12.111 Transpower to make interconnection branches and other assets available and keep grid configuration

- (1) **Transpower** must make each **interconnection circuit branch**, **interconnection transformer branch**, the **HVDC link**, and each **shunt asset** identified in the interconnection asset capacity and grid configuration available for use by the **system operator** for the conveyance of **electricity**—
- (a) at least at the service levels specified in the interconnection asset capacity and grid configuration in accordance with clause 12.107(4); and
  - (b) in accordance with **good electricity industry practice** and relevant health and safety standards.
- (2) **Transpower** must keep the **grid** in the configuration set out in the interconnection asset capacity and grid configuration.
- (3) **Transpower** is not required to comply with subclauses (1)(a) or (2) if clause 12.112(1) applies.

Compare: Electricity Governance Rules 2003 rule 3 section VI part F

#### 12.112 Exceptions to clause 12.111

- (1) **Transpower** is not required to comply with clause 12.111(1)(a) or (2) if—
- (a) permitted under the **Outage Protocol** made under subpart 7; or



- (b) an **interconnection asset** that forms part of an interconnection **branch** or the **HVDC link**, or a **shunt asset**—
    - (i) is permanently removed from service, the **grid** is permanently reconfigured, or the transmission capacity of such an **asset** is reduced, and the decision to remove the **asset** from service or reconfigure the **grid** or reduce the transmission capacity of the **asset** takes into account the effect of the removal of the **asset**, reconfiguration of the **grid**, or the reduction in transmission capacity of the **asset**, on other materially affected parties, and is undertaken—
      - (A) in order to maintain the health and safety of any person; or
      - (B) in order to maintain the safety and integrity of equipment; or
      - (C) in accordance with demonstrably prudent economic criteria; or
    - (iaa) has been temporarily removed from service, or the **grid** has been temporarily reconfigured, in accordance with clause 12.116AA; or
    - (ia) *[Expired]*
    - (ii) has been permanently removed from service, or the **grid** has been permanently reconfigured, in accordance with clause 12.117; or
  - (c) a modification to an **interconnection branch**, the **HVDC link**, a **shunt asset** or to the configuration of the **grid**, has been made as a result of an investment in the **grid**; or
  - (d) a modification to an **interconnection branch**, the **HVDC link**, a **shunt asset** or to the configuration of the **grid** has been made as a result of an investment made under an **investment contract** entered into in accordance with clauses 12.70 and 12.71; or
  - (e) the voltage range specified in the **AOPOs** for an **interconnection asset** that forms part of an **interconnection branch** is modified, or any **equivalence arrangement** is approved or **dispensation** is granted under clauses 8.29 to 8.31 in respect of the **asset**; or
  - (ea) in relation to the **HVDC link**—
    - (i) the **HVDC owner** is operating the **HVDC link** in accordance with—
      - (A) a **commissioning** plan agreed with the **system operator** under clause 2(6) to (9) of **Technical Code A** of Schedule 8.3; or
      - (B) a test plan provided to the **system operator** under clause 2(6) to (9) of **Technical Code A** of Schedule 8.3; and
    - (ii) the **HVDC link configuration** is—
      - (A) Pole 3 and Pole 2 bipole **round power**; or
      - (B) Pole 3 and Pole 2 bipole not **round power**; or
  - (f) **Transpower** and a **designated transmission customer** have agreed otherwise in accordance with clause 12.128.
- (2) If subclause (1)(c) to (e) applies, or the **grid** is reconfigured under subclause (1)(b)(i) or (ii), **Transpower** must—
- (a) make the **interconnection branch**, the **HVDC link** or the **shunt asset** available to the **system operator** at least at its modified capacity rating, and at its modified service levels; and

- (b) keep the **grid** in its modified configuration.
- (2AA) Subclause (2AB) applies—
  - (a) if subclause (1)(b)(iaa) applies; and
  - (b) while—
    - (i) an **interconnection asset** that forms part of an **interconnection branch** or the **HVDC link**, or a **shunt asset**, has been temporarily removed; or
    - (ii) the **grid** has been temporarily reconfigured.
- (2AB) **Transpower** must make the **interconnection branch**, the **HVDC link** or the **shunt asset** available to the **system operator** at least at its modified capacity rating, and at its modified service levels.
- (2A) *[Expired]*
- (2B) *[Expired]*
- (3) If a decision to remove an **asset**, or reconfigure the **grid**, or reduce the transmission capacity of an **asset** has been made under subclause (1)(b)(i) or (ii), **Transpower** must as soon as reasonably possible **publish** the analysis it undertook in accordance with subclause (1)(b)(i) or (ii), or a summary of that analysis.

Compare: Electricity Governance Rules 2003 rule 4 section VI part F

Clause 12.112(1)(b): amended, from 2 March 2012 to 3 December 2012, by clause 5(1) of the Electricity Industry Participation (Temporary Grid Reconfiguration) Code Amendment 2012.

Clause 12.112(1)(b)(i): amended, from 15 March 2013 to 15 December 2013, by clause 5(1)(a) of the Electricity Industry Participation (Temporary Grid Reconfiguration) Code Amendment 2013.

Clause 12.112(1)(b)(i): amended, on 16 December 2013, by clause 7(1) of the Electricity Industry Participation (Urgent Temporary Grid Reconfiguration) Code Amendment 2013.

Clause 12.112(1)(b)(iaa): inserted, from 15 March 2013 to 15 December 2013, by clause 5(1)(b) of the Electricity Industry Participation (Temporary Grid Reconfiguration) Code Amendment 2013.

Clause 12.112(1)(b)(iaa): inserted, on 16 December 2013, by clause 7(2) of the Electricity Industry Participation (Urgent Temporary Grid Reconfiguration) Code Amendment 2013.

Clause 12.112(1)(b)(ii): amended, from 15 March 2013 to 15 December 2013, by clause 5(1)(c) of the Electricity Industry Participation (Temporary Grid Reconfiguration) Code Amendment 2013.

Clause 12.112(1)(b)(ii): amended, on 16 December 2013, by clause 7(3) of the Electricity Industry Participation (Urgent Temporary Grid Reconfiguration) Code Amendment 2013.

Clause 12.112(1)(ea): inserted, on 26 September 2013, by clause 4 of the Electricity Industry Participation (HVDC Link Bipole Control System Testing) Code Amendment 2013.

Clause 12.112(1)(ea)(i)(A): amended, on 5 October 2017, by clause 309(1) of the Electricity Industry Participation Code Amendment (Code Review Programme) 2017.

Clause 12.112(2): amended, from 2 March 2012 to 3 December 2012, by clause 5(2) of the Electricity Industry Participation (Temporary Grid Reconfiguration) Code Amendment 2012.

Clause 12.112(2): amended, from 15 March 2013 to 15 December 2013, by clause 5(2) of the Electricity Industry Participation (Temporary Grid Reconfiguration) Code Amendment 2013.

Clause 12.112(2): amended, on 16 December 2013, by clause 7(4) of the Electricity Industry Participation (Urgent Temporary Grid Reconfiguration) Code Amendment 2013.

Clause 12.112(2): amended, on 5 October 2017, by clause 309(2) of the Electricity Industry Participation Code Amendment (Code Review Programme) 2017.

Clause 12.112(2AA) and (2AB): inserted, from 15 March 2013 to 15 December 2013, by clause 5(3) of the Electricity Industry Participation (Temporary Grid Reconfiguration) Code Amendment 2013.

Clause 12.112(2AA) and (2AB): inserted, on 16 December 2013, by clause 7(5) of the Electricity Industry Participation (Urgent Temporary Grid Reconfiguration) Code Amendment 2013.

Clause 12.112(2A) and (2B): inserted, from 2 March 2012 to 3 December 2012, by clause 5(3) of the Electricity Industry Participation (Temporary Grid Reconfiguration) Code Amendment 2012.

Clause 12.112(3): amended, from 15 March 2013 to 15 December 2013, by clause 5(4) of the Electricity Industry Participation (Temporary Grid Reconfiguration) Code Amendment 2013.

Clause 12.112(3): amended, on 16 December 2013, by clause 7(6) of the Electricity Industry Participation (Urgent Temporary Grid Reconfiguration) Code Amendment 2013.

Clause 12.112(3): amended, on 5 October 2017, by clause 309(3) of the Electricity Industry Participation Code Amendment (Code Review Programme) 2017.

Clause 12.112(1)(ea)(ii): amended, on 1 March 2024, by clause 63 of the Electricity Industry Participation Code Amendment (Code Review Programme) 2024.

### 12.113 Transpower to maintain interconnection assets

**Transpower** must design, construct, maintain and operate all **interconnection assets** in accordance with **good electricity industry practice**.

Compare: Electricity Governance Rules 2003 rule 5 section VI part F

Clause 12.113: amended, on 20 December 2021, by clause 52 of the Electricity Industry Participation Code Amendment (Code Review Programme) 2019.

#### *Transpower to propose investments*

### 12.114 Investments to meet the grid reliability standards

- (1) If a **grid reliability report** identifies, in accordance with clause 12.76(1)(c), that the power system is not reasonably expected to meet the **N-1 criterion** at a **grid exit point** at all times over the 5 years following the date on which the report is **published** and that this is due to an **interconnection asset**, **Transpower** must—
  - (a) as soon as practicable, investigate whether the **interconnection asset** meets the **grid reliability standards**; and
  - (b) if the **interconnection asset** does not **meet** the **grid reliability standards**, consider reasonably practicable options for ensuring that the **grid reliability standards** can be met in respect of that asset; and
  - (c) if **Transpower** considers that 1 or more investments are required in respect of that **interconnection asset** in order to meet the **grid reliability standards**, submit an investment proposal to the Commerce Commission—
    - (i) in sufficient time to avoid a breach of the **grid reliability standards**; or
    - (ii) if the **grid reliability standards** have already been breached, within 6 months, or such longer period as the **Authority** may allow, after the publication of the **grid reliability report** that sets out the investment or investments that **Transpower** proposes to make; and
  - (d) if it considers that an investment is not necessary, **publish** the reasons for this and any alternative measures that **Transpower** proposes to undertake.
- (2) If an investment proposal submitted under this clause is approved by the Commerce Commission under section 54R of the Commerce Act 1986 or permitted under an input methodology determined under section 54S of that Act, **Transpower** must undertake the investment—
  - (a) before the **grid** falls below the **grid reliability standards** for the reason referred to in subclause (1); or
  - (b) if the **grid** had already fallen below the **grid reliability standards**, or if it is not reasonably practicable to undertake the investment as provided in paragraph (a), as soon as reasonably practicable.
- (3) **Transpower** does not need to submit an investment proposal under subclause (1)(c) if the investment to which the proposal relates has previously been included in an investment proposal submitted to, and considered—
  - (a) before this Code came into force, by the Electricity Commission under section III of part F of the **rules**; or
  - (b) after this Code came into force, by the Commerce Commission under section 54R or

section 54S of the Commerce Act 1986.

Compare: Electricity Governance Rules 2003 rule 6.1 section VI part F

### 12.115 Other investments

- (1) **Transpower** must publish a **grid economic investment report** on whether there are investments that it considers, other than the investments identified under clause 12.114, could be made in respect of the **interconnection assets**.
- (2) **Transpower** must publish a **grid economic investment report** no later than 2 years after the date on which it published the previous **grid economic investment report**, or such other date as determined by the **Authority**.
- (3) If a **grid economic investment report** identifies that there are investments that could be made, **Transpower** must **publish** within 6 months a report setting out a proposed timetable for **Transpower** to consider whether to submit 1 or more investment proposals to the Commerce Commission in respect of those possible investments.
- (4) The **grid economic investment report** does not need to report on possible investments that have been previously included in an investment proposal submitted to, and considered,—
  - (a) before this Code came into force, by the Electricity Commission under section III of part F of the **rules**; or
  - (b) after this Code came into force, by the Commerce Commission under section 54R or section 54S of Part 4 of the Commerce Act 1986.

Compare: Electricity Governance Rules 2003 rule 6.2 section VI part F

### 12.116 Information on capacities of individual interconnection assets

- (1) **Transpower** must **publish** the following information in respect of each **interconnection asset**:
  - (a) for each transformer that is an **interconnection asset**, the overall 24 hour post contingency capacity rating of the **asset** in amperes and MVA, for both the summer and winter periods;
  - (b) for all other **interconnection assets**, the overall capacity rating of the **asset** in amperes and MVA and, if the **interconnection assets** are circuits, for both the summer and winter periods.
- (2) The information required under subclause (1)—
  - (a) must be consistent with the **manufacturer's specification** for the **asset** or with the most recent **asset capability statement** provided by **Transpower** under clause 2(5) of **Technical Code A** of Schedule 8.3, if this differs from the **manufacturer's specification**; and
  - (b) must be in a form that allows the **branch** to which each **asset** belongs to be easily identified; and
  - (c) must be **published** in the form determined by the **Authority** as soon as reasonably practicable after the **Authority** has determined the form.

Compare: Electricity Governance Rules 2003 rule 7 section VI part F

Clause 12.116(1): amended, on 5 October 2017, by clause 310(1) of the Electricity Industry Participation Code Amendment (Code Review Programme) 2017.

Clause 12.116(2)(b): amended, on 5 October 2017, by clause 310(2) of the Electricity Industry Participation Code Amendment (Code Review Programme) 2017.

Clause 12.116(2)(c): substituted, on 1 February 2016, by clause 55 of the Electricity Industry Participation Code Amendment (Code Review Programme) 2015.

### 12.116AA Temporary removal of interconnection assets from service or temporary grid reconfiguration

- (1) **Transpower** must temporarily remove 1 or more **interconnection assets** from service, or temporarily reconfigure the **grid** as permitted under clause 12.112(1)(b)(iaa), if—
  - (a) the removal or reconfiguration is requested by the **system operator** in accordance with clause 9.13B; and
  - (b) the removal or reconfiguration will result in a net benefit, as calculated under the test set out in clause 12.117.
- (2) If **Transpower** temporarily removes **interconnection assets** from service or temporarily reconfigures the **grid** in response to a notice given under clause 9.13B, **Transpower** must, as soon as is reasonably practicable after the circumstances specified in that notice cease to exist—
  - (a) restore the **interconnection assets** to service; or
  - (b) restore the **grid** to its original configuration.

Clause 12.116AA: inserted, from 15 March 2013 to 15 December 2013, by clause 6 of the Electricity Industry Participation (Temporary Grid Reconfiguration) Code Amendment 2013.

Clause 12.116AA: inserted, on 16 December 2013, by clause 8 of the Electricity Industry Participation (Urgent Temporary Grid Reconfiguration) Code Amendment 2013.

Clause 12.116AA(1): amended, on 5 October 2017, by clause 311 of the Electricity Industry Participation Code Amendment (Code Review Programme) 2017.

### 12.116AB *[Expired]*

Clause 12.116AB: inserted, from 15 March 2013 to 15 December 2013, by clause 6 of the Electricity Industry Participation (Temporary Grid Reconfiguration) Code Amendment 2013.

### 12.116AC Information to be published

If **Transpower** receives a notice given in accordance with clause 9.13B, **Transpower** must **publish**,—

- (a) as soon as practical, a copy of the notice; and
- (b) by no later than 5 **business days** after receiving the notice, a summary of **Transpower's** application of the net benefit test that relates to the exceptional circumstances stated in the notice.

Clause 12.116AC Heading: amended, on 5 October 2017, by clause 312(1) of the Electricity Industry Participation Code Amendment (Code Review Programme) 2017.

Clause 12.116AC: inserted, from 15 March 2013 to 15 December 2013, by clause 6 of the Electricity Industry Participation (Temporary Grid Reconfiguration) Code Amendment 2013.

Clause 12.116AC: inserted, on 16 December 2013, by clause 8 of the Electricity Industry Participation (Urgent Temporary Grid Reconfiguration) Code Amendment 2013.

Clause 12.116AC: amended, on 5 October 2017, by clause 312(2) of the Electricity Industry Participation Code Amendment (Code Review Programme) 2017.

### 12.116A *[Expired]*

Clause 12.116A: inserted, from 2 March 2012 to 3 December 2012, by clause 6 of the Electricity Industry Participation (Temporary Grid Reconfiguration) Code Amendment 2012.

### 12.116B *[Expired]*

Clause 12.116B: inserted, from 2 March 2012 to 3 December 2012, by clause 6 of the Electricity Industry Participation (Temporary Grid Reconfiguration) Code Amendment 2012.

**12.116C** *[Expired]*

Clause 12.116C: inserted, from 2 March 2012 to 3 December 2012, by clause 6 of the Electricity Industry Participation (Temporary Grid Reconfiguration) Code Amendment 2012.

**12.117 Permanent removal of interconnection assets from service or permanent grid reconfiguration**

- (1) **Transpower** may permanently remove **interconnection assets** from service or permanently reconfigure the **grid** as permitted under clause 12.112(1)(b) only if removal of the **asset** or reconfiguration of the **grid** results in a net benefit, as calculated under the test set out in subclause (2).
- (2) When **Transpower** is required to apply a net benefit test, **Transpower** must—
  - (a) estimate the following costs:
    - (i) any additional fuel costs incurred by a **generator** in respect of any **generating units** that will be **dispatched** or are likely to be **dispatched** during or after the removal of the **interconnection asset** or the reconfiguration of the **grid**, arising as a result of the removal or reconfiguration:
    - (ii) any direct labour and material costs that will be incurred by **Transpower** and the **designated transmission customers** undertaking the removal of the **interconnection asset** or the reconfiguration of the **grid**:
    - (iii) any increase in the estimate of **expected unserved energy** in MWh multiplied by the value per MWh of that **expected unserved energy**, arising as a result of the removal of the **interconnection asset** or the reconfiguration of the **grid**:
    - (iv) any relevant cost specified in clause 12.43(1)(a)(iv):
    - (v) any other relevant cost to a person that produces, transmits, retails or consumes **electricity** in New Zealand; and
  - (b) estimate the following benefits:
    - (i) any reduction in maintenance costs arising as a result of the removal of the **interconnection asset** or the reconfiguration of the **grid** (including **Transpower's** and any **designated transmission customer's** costs):
    - (ii) any reduction in fuel costs incurred by a **generator** in respect of any **generating units**, arising or likely to arise during or after the removal of the **interconnection asset** or the reconfiguration of the **grid**, as a result of the removal or reconfiguration:
    - (iii) any decrease in the estimate of **expected unserved energy** in MWh multiplied by the value per MWh of that **expected unserved energy**, arising as a result of the removal of the **interconnection asset** or the reconfiguration of the **grid**:
    - (iv) any relevant benefit specified in clause 12.43(1)(b)(iv):
    - (v) any other relevant benefit to a person that produces, transmits, retails or consumes **electricity** in New Zealand; and

- (c) deduct the costs estimated under paragraph (a) from the benefits estimated under paragraph (b) to determine the net benefit of the proposed removal of the **interconnection asset** or the reconfiguration of the **grid**.
- (3) **Transpower** may apply the test under this clause at differing levels of rigour in different circumstances, which may include taking into account the number of **assets** to be removed or reconfigured, the value of the **assets** involved, and the size of the load served by the **assets**.
- (4) **Transpower** is only required to—
  - (a) make a reasonable estimate of the costs and benefits identified in subclause (2), based on information reasonably available to it at the time it undertakes the test, and taking into account the proposed number of **assets** to be removed or reconfigured, the value of the **assets** involved, and the size of the load served by the **assets**; and
  - (b) take account of events that can be reasonably foreseen.
- (5) **Transpower's** estimate of fuel costs under subclause (2) must—
  - (a) in relation to thermal **generating stations**, be a reasonable estimate of the fuel costs, based on the economic value of the fuel required for the relevant thermal **generating station**, and justified by **Transpower** with reference to opinions on the economic value of the fuel, provided by 1 or more independent and suitably qualified persons; and
  - (b) in relation to hydroelectric **generating stations**—
    - (i) be a reasonable estimate of the fuel costs, based on the economic value of the water stored at a hydroelectric **generating station**, provided by a suitably qualified person other than—
      - (A) **Transpower**; or
      - (B) an employee of **Transpower**; and
    - (ii) be **published**, as provided for in the **Outage Protocol**.
- (6) The direct labour costs of **Transpower** and **designated transmission customers** under subclause (2)(a) may include any amounts paid to contractors, but must not include any apportionment of the overheads or office costs of **Transpower** or **designated transmission customers**.
- (7) The material costs of **Transpower** and **designated transmission customers** under subclause (2)(a) are the costs of the materials used in carrying out the work during the removal of the **interconnection asset** or the reconfiguration of the **grid**.
- (8) In assessing the costs and benefits under subclause (2), **Transpower** must consider any reasonably expected operating conditions, forecasts in the **system security forecast**, likely fuel costs, and any other reasonable assumptions.
- (9) The estimate of **expected unserved energy** in MWh multiplied by the value per MWh of that **expected unserved energy** under subclause (2) must be based on the **value of expected unserved energy** in clause 4 of Schedule 12.2 and **Transpower's** estimate of the **expected unserved energy** in respect of each affected **designated transmission customer** and end use customer.
- (10) To avoid doubt, this clause applies to the removal of **interconnection assets** from service if **Transpower** does not propose to replace those **assets** with another **asset**.

Compare: Electricity Governance Rules 2003 rule 8 section VI part F

Clause 12.117 Heading: amended, on 5 October 2017, by clause 313(1) of the Electricity Industry Participation Code Amendment (Code Review Programme) 2017.

Clause 12.117: substituted, on 16 December 2013, by clause 9 of the Electricity Industry Participation (Urgent Temporary Grid Reconfiguration) Code Amendment 2013.

Clause 12.117(1): amended, from 2 March 2012 to 3 December 2012, by clause 7 of the Electricity Industry Participation (Temporary Grid Reconfiguration) Code Amendment 2012.

Clause 12.117(1): amended, from 15 March 2013 to 15 December 2013, by clause 7 of the Electricity Industry Participation (Temporary Grid Reconfiguration) Code Amendment 2013.

Clause 12.117(1): amended, on 5 October 2017, by clause 313(2) of the Electricity Industry Participation Code Amendment (Code Review Programme) 2017.

Clause 12.117(9): amended, on 1 February 2016, by clause 56 of the Electricity Industry Participation Code Amendment (Code Review Programme) 2015.

Clause 12.117(9): amended, on 1 November 2018, by clause 79 of the Electricity Industry Participation Code Amendment (Code Review Programme) 2018.

### **12.118 Transpower to provide and publish annual report on interconnection asset capacity and grid configuration**

- (1) **Transpower** must provide the **Authority** with and **publish** an annual report including—
  - (a) any matter required to be reported on for the purposes of this clause by the **Outage Protocol**; and
  - (b) the extent to which, in the preceding year ending 30 June, it has complied with the requirements of clause 12.111(1)(a) and (2); and
  - (c) any specific instances in which **Transpower** has not complied with clause 12.111(1)(a) and (2); and
  - (d) to the extent practicable, the circumstances that have given rise to any failure to comply with clause 12.111(1)(a) and (2); and
  - (e) to the extent practicable, any steps that it intends to take or other options to reduce the likelihood of failing to comply with clause 12.111(1)(a) and (2) in the future; and
  - (f) any modifications made to **interconnection circuit branches**, the **HVDC link**, and each **shunt asset** under clause 12.112(c) to (e) in the preceding year ending 30 June and the extent to which it has complied with clause 12.112(2) in respect of those modifications, including any specific instances in which **Transpower** has not complied; and
  - (g) any **interconnection assets** that have been removed from service, or any reconfigurations to the **grid** made, in accordance with clause 12.116AA or clause 12.117; and
  - (h) copies of any agreements made under clause 12.128 or, in respect of **interconnection assets** only, clause 12.151 in the preceding year ending 30 June; and
  - (i) an update of the interconnection asset capacity and grid configuration required under clause 12.107(1), as at the end of the preceding year ending 30 June.
- (2) **Transpower** must provide to the **Authority** and **publish**, the report referred to in subclause (1) by 30 November each year.
- (3) The **Authority** may incorporate by reference in this Code the updated interconnection asset capacity and grid configuration referred to in subclause (1)(i) in accordance with clause 12.110. The **Authority** may consult with any person the **Authority** considers is



likely to be materially affected by the proposed amendments to the interconnection asset capacity and grid configuration, as it sees fit. **Transpower** must comply with the interconnection asset capacity and grid configuration incorporated by reference in this Code in accordance with clause 12.110.

Compare: Electricity Governance Rules 2003 rule 9 section VI part F

Clause 12.118(1)(g): amended, from 2 March 2012 to 3 December 2012, by clause 8 of the Electricity Industry Participation (Temporary Grid Reconfiguration) Code Amendment 2012.

Clause 12.118(1)(g): amended, from 15 March 2013 to 15 December 2013, by clause 8 of the Electricity Industry Participation (Temporary Grid Reconfiguration) Code Amendment 2013.

Clause 12.118(1)(g): amended, on 16 December 2013, by clause 10 of the Electricity Industry Participation (Urgent Temporary Grid Reconfiguration) Code Amendment 2013.

Clause 12.118(1): amended, on 5 October 2017, by clause 314(1) of the Electricity Industry Participation Code Amendment (Code Review Programme) 2017.

Clause 12.118(2): amended, on 5 October 2017, by clause 314(2) of the Electricity Industry Participation Code Amendment (Code Review Programme) 2017.

### *Reporting on availability and reliability*

#### **12.119 Index measures for availability and reliability**

The index measures for availability and reliability for each **interconnection branch**, **shunt asset** and the **HVDC link** are the index measures for reliability for each **interconnection branch**, **shunt asset** and the **HVDC link** in Schedule 12.5.

#### **12.120 Updating of availability and reliability index measures**

- (1) This clause applies if **interconnection assets**—
  - (a) are modified or replaced as permitted under clause 12.112(1); or
  - (b) have been damaged or degraded but, after conducting the investigation required under clause 12.114(1), **Transpower** considers that they still meet the **grid reliability standards**.
- (2) If this clause applies, if, after the availability and the reliability or availability index measures for an **interconnection branch**, **shunt asset** and the **HVDC link** or aggregated **interconnection branches** or **shunt assets** no longer meet the requirements of clause 12.122, the availability and reliability index measures in Schedule 12.5 must be updated following the procedure specified in clauses 12.121 to 12.127.
- (3) **Transpower** must propose the revised index measures under clause 12.121 within 20 **business days** of the modification or replacement, or such longer period as the **Authority** may allow.

Compare: Electricity Governance Rules 2003 rule 10.9 section VI part F

#### **12.121 Transpower to submit draft index measures for availability and reliability**

- (1) **Transpower** must provide the **Authority** with proposed index measures for availability and reliability for each **interconnection branch**, **shunt asset** and the **HVDC link**, in accordance with this clause.
- (2) For the purposes of subclause (1), **Transpower** must categorise **interconnection branches** and **shunt assets** into groups of **interconnection branches** and **shunt assets** comprising similar **assets**.
- (3) The index measures to be provided under subclause (1) are—
  - (a) annual unavailability of each **interconnection branch**, **shunt asset** and the

- HVDC link** due to **planned outages** of 1 minute or longer in hours per year ending 30 June, expressed as a percentage; and
- (b) annual unavailability of each **interconnection branch, shunt asset** and the **HVDC link** due to **unplanned outages** of 1 minute or longer in hours per year ending 30 June, expressed as a percentage; and
  - (c) annual number of **planned interruptions** of 1 minute or longer caused by **planned outages** of 1 minute or longer of each **interconnection branch, shunt asset** and the **HVDC link**; and
  - (d) annual number of **unplanned interruptions** of 1 minute or longer caused by **unplanned outages** of 1 minute or longer of each **interconnection branch, shunt asset** and the **HVDC link**;
  - (e) total unserved energy per year ending 30 June in **MWh** resulting from **planned interruptions** of 1 minute or longer caused by **planned outages** of 1 minute or longer of each **interconnection branch, shunt asset** and the **HVDC link**; and
  - (f) total unserved energy per year ending 30 June in **MWh** resulting from **unplanned interruptions** of 1 minute or longer caused by **unplanned outages** of 1 minute or longer of each **interconnection branch, shunt asset** and the **HVDC link**.
- (4) At the same time, **Transpower** must propose availability and reliability index measures for aggregated **interconnection branches** and **shunt assets**, such as by **asset** class or for all of the **grid**.

Compare: Electricity Governance Rules 2003 rule 10.1 section VI part F

Clause 12.121(2): amended, on 5 October 2017, by clause 315(1) of the Electricity Industry Participation Code Amendment (Code Review Programme) 2017.

Clause 12.121(3): amended, on 5 October 2017, by clause 315(2) of the Electricity Industry Participation Code Amendment (Code Review Programme) 2017.

#### 12.122 Requirements for index measures

- (1) The proposed availability and reliability index measures under clause 12.121(3) must be based on the average annual availability and reliability of each category of **interconnection branch, or shunt asset** and of the **HVDC link** over the 5 year period (ending 30 June) immediately before this clause came into force.
- (2) The proposed index measures under clause 12.121(3) must be accompanied by an explanation showing how the requirements of subclause (1) were applied.
- (3) The index measure for unserved energy under clause 12.121(3)(e) and (f) must be determined in accordance with the methodology for determining **expected unserved energy** relating to **outages of interconnection assets** specified in the **Outage Protocol**.
- (4) In proposing the availability and reliability index measures under clause 12.121(4), **Transpower** must specify its reasons for proposing those measures.

Compare: Electricity Governance Rules 2003 rule 10.2 section VI part F

Clause 12.122(1): amended, on 5 October 2017, by clause 316 of the Electricity Industry Participation Code Amendment (Code Review Programme) 2017.

#### 12.123 Authority may initially approve proposed index measures or refer back to Transpower

After considering **Transpower's** proposed availability and reliability index measures and accompanying reasons the **Authority** may either—

- (a) provisionally approve the proposed availability and reliability index measures; or

- (b) refer the proposed availability and reliability index measures and accompanying explanation back to **Transpower** if in the **Authority's** view—
  - (i) the proposed availability and reliability index measures under clause 12.121 are not consistent with the requirements of clause 12.122(1) or the methodology referred to in clause 12.122(3); or
  - (ii) the proposed availability and reliability index measures under clause 12.121 do not provide sufficient information to meet the reasonable needs of **grid** users; or
  - (iii) the reasons provided with the availability and reliability targets in accordance with clause 12.122 are inadequate—

and **Transpower** must within 20 **business days** (or such longer period as the **Authority** may allow) consider the **Authority's** concerns and resubmit the proposed availability and reliability index measures and accompanying explanations for consideration by the **Authority**.

Compare: Electricity Governance Rules 2003 rule 10.3 section VI part F

#### 12.124 Amendment of proposed index measures by the Authority

If the **Authority** considers that the availability and reliability index measures resubmitted by **Transpower** under clause 12.123(b) are not consistent with the requirements of clause 12.122(1) or the methodology referred to in clause 12.122(3), or do not provide relevant information to **grid** users, the **Authority** may make any amendments to the index measures it considers necessary.

Compare: Electricity Governance Rules 2003 rule 10.4 section VI part F

#### 12.125 Authority must consult on proposed index measures

- (1) The **Authority** must **publish** the proposed availability and reliability index measures, either as provisionally approved by the **Authority** or as amended by the **Authority**, as soon as is practicable, for consultation with any person that the **Authority** thinks is likely to be materially affected by the proposed index measures.
- (2) As well as the consultation required under subclause (1), the **Authority** may undertake any other consultation it considers necessary.

Compare: Electricity Governance Rules 2003 rules 10.5 and 10.6 section VI part F

#### 12.126 Decision on index measures

When the **Authority** has completed its consultation on the proposed availability and reliability measures it must consider whether to include the index measures as a schedule to this Part.

Compare: Electricity Governance Rules 2003 rule 10.7 section VI part F

#### 12.127 Transpower to report on availability and reliability

- (1) By 30 November in each year, **Transpower** must **publish** and provide to the **Authority** information on availability and reliability of **interconnection assets** including—
  - (a) annual unavailability of each **interconnection branch**, **shunt asset** and the **HVDC link** due to **planned outages** of 1 minute or longer in the preceding year ending 30 June in hours per year expressed as a percentage; and

- (b) annual unavailability of each **interconnection branch**, **shunt asset** and the **HVDC link** due to **unplanned outages** of 1 minute or longer in the preceding year ending 30 June in hours per year, expressed as a percentage; and
  - (c) annual number of **planned interruptions** of 1 minute or longer caused by **planned outages** of one minute or longer of each **interconnection branch**, **shunt asset** and the **HVDC link** in the preceding year ending 30 June; and
  - (d) annual number of **unplanned interruptions** of 1 minute or longer caused by **unplanned outages** of 1 minute or longer of each **interconnection branch**, **shunt asset** and the **HVDC link** in the preceding year ending 30 June; and
  - (e) total unserved energy in the preceding year ending 30 June resulting from **planned interruptions** of 1 minute or longer caused by **planned outages** of 1 minute or longer of **interconnection branches**, **shunt assets** and the **HVDC link**; and
  - (f) total unserved energy in the preceding year ending 30 June resulting from **unplanned interruptions** of 1 minute or longer caused by **unplanned outages** of 1 minute or longer of **interconnection branches**, **shunt assets** and the **HVDC link**; and
  - (g) annual number of **outages** of each **interconnection branch**, **shunt asset** and the **HVDC link** that are shorter than 1 minute in the preceding year ending 30 June; and
  - (h) the annual number of **interruptions** shorter than 1 minute caused by **outages** that are shorter than 1 minute of each **interconnection branch**, **shunt asset** and the **HVDC link**, in the preceding year ending 30 June; and
  - (i) a comparison of the information required by paragraphs (a) to (f) against the availability and reliability index measures for **interconnection branches**, **shunt assets** and the **HVDC link** included in a schedule to this Part under clause 12.126;
  - (j) to the extent practicable, an explanation of the reasons for not meeting the reliability and availability index measures for **interconnection branches**, **shunt assets** and the **HVDC link** included in a schedule to this Part under clause 12.126 and any steps or other options it intends to take in future to meet the index measures; and
  - (k) information on its performance against the reliability and availability index measures for aggregated **interconnection branches** included in a schedule to this Part under clause 12.126.
- (2) The information **published** under subclause (1) must be specified in the same units of measurement as the corresponding index measures included in a schedule to this Part under clause 12.126.
- (3) **Transpower** does not breach this Code by reason of a failure to meet the index measures included in a schedule to this Part under clause 12.126.

Compare: Electricity Governance Rules 2003 rule 10.8 section VI part F

Clause 12.127(1): amended, on 5 October 2017, by clause 317 of the Electricity Industry Participation Code Amendment (Code Review Programme) 2017.

### 12.128 Transpower and designated transmission customers may agree on other requirements

- (1) **Transpower** and each **designated transmission customer** must comply with this Part, unless agreed otherwise by **Transpower** and the **designated transmission customer** in respect of specified **interconnection circuit branches**, the **HVDC link**, **shunt assets** or **interconnection assets**, or the **designated transmission customer** in accordance with subclause (2).
- (2) An agreement between **Transpower** and a **designated transmission customer** under this clause must not exclude the application of subclause (3)(b) and must be conditional in all respects on—
  - (a) obtaining agreement from all other potentially affected **designated transmission customers** that this Part does not apply to the specified **interconnection circuit branches**, the **HVDC link**, **shunt assets** or **interconnection assets**, or the **designated transmission customer**; and
  - (b) **Transpower** and the **designated transmission customer** confirming in writing to the **Authority** that they have consulted with all potentially affected end use customers on this Part not applying to the specified **interconnection branches**, **circuit branches**, the **HVDC link**, **shunt assets** or **interconnection assets** or the **designated transmission customer**, and that there are no material unresolved issues affecting the interests of those end use customers.
- (3) **Transpower** must—
  - (a) give written notice to the **Authority** as soon as practicable if **Transpower** enters into an agreement with a **designated transmission customer** under this clause; and
  - (b) **publish** the agreement no later than 20 **business days** after entering into the agreement.

Compare: Electricity Governance Rules 2003 rule 11 section VI part F

Clause 12.128(2): amended, on 5 October 2017, by clause 318(a) of the Electricity Industry Participation Code Amendment (Code Review Programme) 2017.

Clause 12.128(3): replaced, on 5 October 2017, by clause 318(b) of the Electricity Industry Participation Code Amendment (Code Review Programme) 2017.

## Subpart 7—Preparation of Outage Protocol

### 12.129 Purpose of this subpart

The purpose of this subpart is to provide for the making of an **Outage Protocol**, with input from **Transpower** and in consultation with other interested parties, that—

- (a) specifies the circumstances in which **Transpower** may temporarily remove any **assets** forming part of the **grid** from service or reduce the capacity of assets to efficiently manage the operation of the **grid**; and
- (b) specifies procedures and policies for **Transpower** to plan for **outages** and for carrying out such **outages** to—
  - (i) ensure **Transpower** involves **designated transmission customers** in making decisions on **planned outages** as much as possible; and
  - (ii) ensure coordination between **Transpower** and **designated transmission customers**; and

- (iii) enable **Transpower** to efficiently manage the operation of the **grid**; and
- (c) specifies procedures and policies for dealing with **unplanned outages** of the **grid**.

Compare: Electricity Governance Rules 2003 rule 1 section VII part F

### 12.130 Definition of outage

- (1) An **outage** exists when **interconnection assets** or **connection assets** are temporarily not provided in accordance with—
  - (a) the requirements of a **transmission agreement**; or
  - (b) the requirements of subpart 6.
- (2) Without limiting subclause (1), an **outage** includes any situation in which—
  - (a) **Transpower** removes **assets** from service temporarily; or
  - (b) **assets** are not able to be provided due to **grid emergencies**, in order to deal with health and safety issues, or due to circumstances beyond **Transpower's** reasonable control; or
  - (c) **Transpower** reduces the capacity of **branches** below the capacity required by a **transmission agreement** or clause 12.111; or
  - (d) **Transpower** changes the configuration of the **grid**; or
  - (e) **Transpower** is required by law to carry out an **outage**.

Compare: Electricity Governance Rules 2003 rule 2 section VII part F

### 12.131 Outage Protocol

- (1) The **Outage Protocol** set out in schedule F7 of section VII of part F of the **rules** immediately before this Code came into force, continues in force and is deemed to be the **Outage Protocol** that applies at the commencement of this Code, with the following amendments:
  - (a) every reference to the Board must be read as a reference to the **Authority**;
  - (b) every reference to the **rules** must be read as a reference to the Code;
  - (c) every reference to a provision of the **rules** must be read as a reference to the corresponding provision of the Code;
  - (d) the reference in clause 3.1.2(d), clause 3.3.5(c), and clause 3.3.8(a) to a reliability investment or an economic investment approved by the Board must be read as a reference to an **approved investment**;
  - (e) the reference in clause 10.2.1(a) and (b) to the **benchmark agreement** in schedule F2 must be read as a reference to the **default transmission agreement template**;
  - (f) the reference in clauses A1.1(a)(ii), A7.2(a)(ii), and A7.2(b)(i) to the value of unserved energy in clause 8.3.4 of schedule F4 of section III must be read as a reference to the **value of expected unserved energy** in clause 4 of Schedule 12.2;
  - (g) the reference in clauses A6.1(f) and A6.2(e) to the matters specified in clauses 27.1 to 27.9 of schedule F4 of section III must be read as the matters specified in clause 12.43(1)(a)(iv) and (b)(iv);
  - (h) the reference in clause A8.1(a)(i) to fuel costs specified in the statement of opportunities must be read as a reference to fuel costs calculated in accordance with clause 12.141(3)(a)(i).

- (2) The **Authority** must as soon as practicable after this Code comes into force, publish a version of the **Outage Protocol** in which the provisions of this Code that correspond to the provisions of the **rules** referred to in the **Outage Protocol** are shown.
- (3) Clause 12.150 applies to the **Outage Protocol**.  
Clause 12.131(1)(e): amended, on 1 October 2023, by clause 36 of the Electricity Industry Participation Code Amendment (Default Transmission Agreement) 2023

### *Review of Outage Protocol*

#### **12.132 Review of Outage Protocol**

The **Authority** may review the **Outage Protocol** at any time, in accordance with the requirements of clauses 12.133 and 12.145 to 12.149.

Compare: Electricity Governance Rules 2003 rule 14 section VII part F

#### **12.133 Transpower to submit proposed Outage Protocol**

- (1) **Transpower** must submit a proposed **Outage Protocol** to the **Authority** within 3 months (or such longer period as the **Authority** may allow) of receipt of a written request from the **Authority**. The **Authority** may issue such a request at any time.
- (2) The proposed **Outage Protocol** must give effect to or promote the principles set out in clause 12.134 and provide for the matters set out in clauses 12.135 to 12.144.
- (3) With its proposed **Outage Protocol**, **Transpower** must submit to the **Authority** an explanation of the proposed **Outage Protocol** and a **statement of proposal** for the proposed **Outage Protocol**.

Compare: Electricity Governance Rules 2003 rule 8 section VII part F

### *Principles and required content of Outage Protocol*

#### **12.134 Principles for developing Outage Protocol**

The **Outage Protocol** must give effect to the following principles:

- (a) the matters in clause 12.129;
- (b) the need for a fair and reasonable balance of interests between the **grid owner** and **designated transmission customers**;
- (c) the need to ensure that the **grid owner** can meet all obligations placed on it by the **system operator** for the purpose of meeting common security and power quality requirements under Part 8 of this Code;
- (d) the need to ensure that the safety of all personnel is maintained;
- (e) the need to ensure that the safety and integrity of equipment is maintained;
- (f) the desirability of the **Outage Protocol** and Part 8 operating in an integrated and consistent manner, if possible.

Compare: Electricity Governance Rules 2003 rule 3 section VII part F

#### **12.135 Required content of Outage Protocol**

- (1) The **Outage Protocol** must—
  - (a) require **Transpower** to plan for **outages**, other than **outages** that are not reasonably foreseeable, in accordance with clause 12.136; and

- (b) require **Transpower** and **designated transmission customers** to act reasonably and in good faith in planning for **outages**, in accordance with clause 12.137; and
  - (c) set out the situations and times at which **Transpower** must reconsider the timing of proposed **planned outages**, as specified in clause 12.138; and
  - (d) permit **Transpower** to vary a proposed **planned outage**, as specified in clause 12.139;
  - (e) set out the requirements for **Transpower** to consider when planning for **outages**, in order to give effect to the net benefit principle, as specified in clause 12.140; and
  - (f) permit **Transpower** to undertake **outages** in order to give effect to an **approved investment**, and to undertake **outages** that are required by the Electricity Act 1992, as specified in clause 12.142; and
  - (g) permit **Transpower** to undertake **outages**, or take such other steps, as the **system operator** may reasonably require.
- (2) The **Outage Protocol** must require **Transpower** to set out the procedures and policies for dealing with **unplanned outages**, as specified in clause 12.143.
- (3) The **Outage Protocol** must require **Transpower** to report on compliance with the **Outage Protocol**, in accordance with clause 12.144.
- (4) The **Outage Protocol** must set out—
- (a) processes for **Transpower** to consult with **designated transmission customers** and to determine an **outage plan** setting out **planned outages** for each year ending 30 June, and processes for the **outage plan** to be updated; and
  - (b) requirements on **Transpower** to keep **designated transmission customers** informed about **planned outages**, including minimum notice periods for **Transpower** to advise affected **designated transmission customers** of **planned outages** not set out in the **outage plan**; and
  - (c) procedures for **outage** co-ordination by **Transpower** and between **Transpower** and **designated transmission customers**; and
  - (d) requirements on **Transpower** to provide information to **designated transmission customers** about **unplanned outages**.
- (5) The **Outage Protocol** is not limited to the matters referred to in this clause, and may provide for any other matters related to **outages**.

Compare: Electricity Governance Rules 2003 rule 4 section VII part F

Clause 12.135(4)(a): amended, on 5 October 2017, by clause 319 of the Electricity Industry Participation Code Amendment (Code Review Programme) 2017.

### 12.136 Planning for outages

The **Outage Protocol** must require **Transpower** to plan for **outages**, other than **outages** that are not reasonably foreseeable—

- (a) in respect of **interconnection assets**, in accordance with the requirements of the **Outage Protocol** specified under clause 12.140(1); and
- (b) in respect of **connection assets**, by agreeing with each affected **designated transmission customer** on the timing and duration of the **outage** or, failing agreement, in accordance with the requirements of the **Outage Protocol** specified under clause 12.140(1); and



- (c) in respect of outages of both **interconnection assets** and **connection assets** that are required in order to give effect to an **approved investment** or are required by the Electricity Act 1992, in accordance with the requirements of the **Outage Protocol** specified under clause 12.142.

Compare: Electricity Governance Rules 2003 rule 5.1 section VII part F

#### **12.137 Transpower and designated transmission customers to act reasonably and in good faith**

- (1) The **Outage Protocol** must require **Transpower**, in planning for **outages** in accordance with clauses 12.136, 12.140, and 12.142, reconsidering the timing of proposed **planned outages** in accordance with clause 12.138 or varying proposed **planned outages** in accordance with clause 12.139, to act reasonably and in good faith, taking into account the information reasonably known at the time or that can be reasonably forecast.
- (2) The **Outage Protocol** must require **designated transmission customers**, in exercising rights or undertaking obligations under the **Outage Protocol**, to act reasonably and in good faith.

Compare: Electricity Governance Rules 2003 rule 5.2 section VII part F

#### **12.138 Reconsideration of planned outages**

The **Outage Protocol** must set out the situations and the times at which **Transpower** must reconsider the timing of proposed **planned outages**, and the extent to which the proposed timing of **planned outages** needs to be reconsidered, which may include—

- (a) whenever material new information has been provided to **Transpower** about the likely effect of a proposed **planned outage**; and
- (b) whenever circumstances relating to a proposed **planned outage** have changed sufficiently to justify reconsideration of the requirements specified under clauses 12.140 or 12.142, and **Transpower** is aware or has been made aware of the change in circumstances.

Compare: Electricity Governance Rules 2003 rule 5.3 section VII part F

#### **12.139 Variations to planned outages**

- (1) The **Outage Protocol** may permit **Transpower** to vary a proposed **planned outage** only if—
  - (a) in respect of a proposed **planned outage** of **interconnection assets**, the variation of the proposed **planned outage** is permitted in accordance with the requirements of the **Outage Protocol** specified under clauses 12.140 or 12.142; or
  - (b) in respect of a proposed **planned outage** of **connection assets**, **Transpower** and each affected **designated transmission customer** agree on the variation as provided for in the **Outage Protocol** or, failing agreement, the variation of the proposed **planned outage** is permitted in accordance with the requirements of the **Outage Protocol** specified under clauses 12.140 or 12.142; or
  - (c) the variation is necessary as a result of a **grid emergency**, in order to deal with health and safety issues, in order to comply with the **Act** or due to other circumstances beyond **Transpower's** reasonable control; or

- (d) the variation is required to meet a request of the **system operator** that **Transpower** vary a proposed **planned outage**.
- (2) The **Outage Protocol** must require **Transpower**, if possible, to give notice of a variation before the proposed **planned outage**, and if prior notice is not possible, to advise of the variation to the proposed **planned outage** as soon as possible after the variation occurs.

Compare: Electricity Governance Rules 2003 rule 5.4 section VII part F

#### 12.140 Net benefit principle, requirements and methodologies

- (1) The requirements of the **Outage Protocol** relating to planning for **outages** under clause 12.136(a) or (b), or for varying proposed **planned outages** under clause 12.139(1)(a) or (b)—
  - (a) must give effect to the net benefit principle specified in subclause (2), in determining the timing and duration of a **planned outage**, and whether to undertake a **planned outage**, either by including the particular requirements set out in clause 12.141(2), or by some other means; and
  - (b) may include methodologies and processes for **Transpower** to apply when planning for **outages**; and
  - (c) may include other requirements that may apply in different situations.
- (2) The net benefit principle is that, in planning and varying a **planned outage**, **Transpower** must ensure that the **planned outage** is likely to result in net benefits to persons who produce, transmit, distribute, retail or consume **electricity**—
  - (a) in respect of **interconnection assets**, to the extent those persons are affected by an **outage**; and
  - (b) in respect of **connection assets**, if **Transpower** has not agreed the timing and duration of the **outage** with the relevant **designated transmission customer** in accordance with the **Outage Protocol**, to the extent those persons are affected by an **outage**.

Compare: Electricity Governance Rules 2003 rule 5.5 section VII part F

#### 12.141 Consideration of likely effects of planned outages

- (1) The **Outage Protocol** may require **Transpower** to determine the likely effect of a proposed **planned outage** on the power system, **generators** and **consumers**, and—
  - (a) if a proposed **outage** is not reasonably expected to—
    - (i) result in the power system failing to meet the **grid reliability standards**; and/or
    - (ii) give rise to **binding constraints**; and/or
    - (iii) result in loss of supply to **consumers**, may permit **Transpower** to undertake the **outage**; and
  - (b) if a proposed **outage** is likely to result in, or give rise to, the matters referred to in paragraph (a), the **Outage Protocol** may require **Transpower** to comply with the particular requirements specified in subclause (2).
- (2) The requirements in subclause (1) that the **Outage Protocol** may provide are—

- (a) if a proposed **planned outage** is likely to result in the power system failing to meet the **grid reliability standards**, but is not expected to give rise to **binding constraints** or result in loss of **supply** to **consumers**, **Transpower** must—
  - (i) estimate the following costs:
    - (A) any direct labour and material costs that **Transpower** will incur in undertaking the **outage**:
    - (B) any direct labour and material costs that **designated transmission customers** will incur as a result of **Transpower** undertaking the **outage**:
    - (C) if the **outage** will result in an increased risk of loss of **supply**, any increase in the estimate of **expected unserved energy** in MWh multiplied by the value per MWh of that **expected unserved energy**:
    - (D) any relevant cost specified in clause 12.43(1)(a)(iv):
    - (E) any other relevant cost to a person that produces, transmits, retails or consumes **electricity** in New Zealand; and
  - (ii) estimate the following benefits:
    - (A) if the **outage** will result in a decreased risk of loss of **supply**, any decrease in the estimate of **expected unserved energy** in MWh multiplied by the value per MWh of that **expected unserved energy**:
    - (B) any reduction in maintenance costs arising as a result of the **outage** (including **Transpower's** and any **designated transmission customer's** costs):
    - (C) any relevant benefit specified in clause 12.43(1)(b)(iv):
    - (D) any other relevant benefit to a person that produces, transmits, retails or consumes **electricity** in New Zealand; and
  - (iii) carry out the **outage** only if the costs estimated under subparagraph (i) are less than the benefits estimated under subparagraph (ii); and
- (b) if a proposed **planned outage** is likely to give rise to **binding constraints**, whether or not the **outage** is also likely to result in a loss of **supply** to **consumers**, **Transpower** must—
  - (i) estimate the following costs:
    - (A) any direct labour and material costs that **Transpower** will incur in undertaking the **outage**:
    - (B) any direct labour and material costs that **designated transmission customers** will incur as a result of **Transpower** undertaking the **outage**:
    - (C) if the **outage** will result in an increased risk of loss of **supply**, any increase in the estimate of **expected unserved energy** in MWh multiplied by the value per MWh of that **expected unserved energy**:

- (D) any additional fuel costs incurred by a **generator** in respect of any **generating units** that will be **dispatched** or are likely to be **dispatched** during or after the **outage** and as a result of the **outage**:
    - (E) any relevant cost specified in clause 12.43(1)(a)(iv):
    - (F) any other relevant costs to a person that produces, transmits, retails or consumes **electricity** in New Zealand; and
  - (ii) estimate the following benefits:
    - (A) any reduction in maintenance costs resulting from the **outage** (including **Transpower's** and any **designated transmission customer's** costs):
    - (B) any reduction in fuel costs incurred by a **generator** in respect of any **generating units**, arising or likely to arise during or after the **outage** and as a result of the **outage**:
    - (BA) if the **outage** will result in a decreased risk of loss of **supply**, any decrease in the estimate of **expected unserved energy** in MWh multiplied by the value per MWh of that **expected unserved energy**:
    - (C) any relevant benefit specified in clause 12.43(1)(b)(iv):
    - (D) any other relevant benefit to a person that produces, transmits, retails or consumes **electricity** in New Zealand; and
  - (iii) carry out the **outage** only if the costs estimated under subparagraph (i) are less than the benefits estimated under subparagraph (ii); and
- (c) if a proposed planned **outage** is likely to lead to loss of **supply** to **consumers**, whether or not the **outage** is also likely to give rise to **binding constraints**, **Transpower** must—
- (i) estimate the following costs:
    - (A) any direct labour and material costs that **Transpower** will incur in undertaking the **outage**:
    - (B) any direct labour and material costs that **designated transmission customers** will incur as a result of **Transpower** undertaking the **outage**:
    - (C) any increase in the estimate of **expected unserved energy** in MWh multiplied by the value per MWh of that **expected unserved energy**, arising from the loss of **supply** during the **outage**:
    - (CA) any additional fuel costs incurred by a **generator** in respect of any **generating units** that will be **dispatched** or are likely to be **dispatched** during or after the **outage** and as a result of the **outage**:
    - (D) any relevant cost specified in clause 12.43(1)(a)(iv):
    - (E) any other relevant cost to a person that produces, transmits, retails or consumes **electricity** in New Zealand; and
  - (ii) estimate the following benefits:
    - (A) any reduction in maintenance costs resulting from the **outage** (including **Transpower's** and any **designated transmission customer's** costs):

- (B) if the **outage** will result in a decreased risk of loss of **supply**, any decrease in the estimate of **expected unserved energy** in MWh multiplied by the value per MWh of that **expected unserved energy**;
    - (C) any reduction in fuel costs incurred by a **generator** in respect of any **generating units**, arising or likely to arise during or after the **outage** and as a result of the **outage**;
    - (D) any relevant benefit specified in clause 12.43(1)(b)(iv);
    - (E) any other relevant benefit to a person that produces, transmits, retails or consumes **electricity** in New Zealand; and
  - (iii) carry out the **outage** only if the costs estimated under subparagraph (i) are less than the benefits estimated under subparagraph (ii).
- (3) In providing for the matters referred to in subclause (2), the **Outage Protocol** must include the following requirements:
- (a) **Transpower's** estimate of the fuel costs under subclause (2)(b) and (c) must—
    - (i) in relation to thermal **generating stations**, be a reasonable estimate of the fuel costs, based on the economic value of the fuel required for the relevant thermal **generating station**, and justified by **Transpower** with reference to opinions on the economic value of the fuel, provided by 1 or more independent and suitably qualified persons; and
    - (ii) in relation to hydroelectric **generating stations**—
      - (A) be a reasonable estimate of the fuel costs, based on the economic value of the water stored at a hydroelectric **generating station**, provided by a suitably qualified person other than—
        - (1) **Transpower**; or
        - (2) an employee of **Transpower**; and
      - (B) be **published**, as provided for in the **Outage Protocol**:
  - (b) the direct labour costs of **Transpower** and **designated transmission customers** under subclause (2) may include any amounts paid to contractors, but must not include any apportionment of the overheads or office costs of **Transpower** or **designated transmission customers**;
  - (c) the material costs of **Transpower** and **designated transmission customers** under subclause (2) are the costs of the materials used in carrying out the work during the **outage**;
  - (d) the estimate of **expected unserved energy** in MWh multiplied by the value per MWh of that **expected unserved energy** under subclause (2) must—
    - (i) in the case of **connection assets**, be based on—
      - (A) the estimated amount and value of the **expected unserved energy** as agreed between **Transpower** and each affected **designated transmission customer**; or
      - (B) if **Transpower** and a **designated transmission customer** cannot agree on the amount and value of the **expected unserved energy** under subsubparagraph (A), the **value of expected unserved energy** in clause 4 of Schedule 12.2 and **Transpower's** estimate of the

- expected unserved energy** in respect of each affected **designated transmission customer** and end use customer; and
- (ii) in the case of **interconnection assets**, be based on—
    - (A) the **value of expected unserved energy** in clause 4 of Schedule 12.2; and
    - (B) **Transpower's** estimate of the **expected unserved energy** in respect of each affected **designated transmission customer** and end use customer.
  - (4) In addition to the requirements in subclause (3), the **Outage Protocol** must require **Transpower**, in planning for **outages**, to consider any reasonably expected operating conditions, forecasts in the **system security forecast**, likely fuel costs, and any other reasonable assumptions.
  - (5) The **Outage Protocol** must include a methodology for determining **expected unserved energy** for the purposes of subclause (2)(a) to (c) that complies with subclauses (3)(d) and (4).
  - (6) The **Outage Protocol** may permit **Transpower** to—
    - (a) make only a reasonable estimate of the matters specified in subclauses (2) to (4) based on information reasonably available to it at the time **Transpower** considers whether to carry out a **planned outage**, and taking into account the number of **assets** to which the proposed **outage** applies, the value of the **assets** involved, the size of the load served by the **assets**, the proposed duration of the **outage**; and
    - (b) apply differing levels of rigour in different circumstances, which may include taking into account the number of **assets** to which a proposed **outage** applies, the value of the **assets** involved, the size of the load served by the **assets**, the proposed duration of the **outage**, and any other relevant matters.

Compare: Electricity Governance Rules 2003 rule 5.6 section VII part F

Clause 12.141 heading: amended, on 20 December 2021, by clause 53 of the Electricity Industry Participation Code Amendment (Code Review Programme) 2019.

Clause 12.141(2) to (4): substituted, on 16 December 2013, by clause 11 of the Electricity Industry Participation (Urgent Temporary Grid Reconfiguration) Code Amendment 2013.

Clause 12.141(3)(d)(i)(B): amended, on 1 February 2016, by clause 57(1) of the Electricity Industry Participation Code Amendment (Code Review Programme) 2015.

Clause 12.141(3)(d)(i)(B): amended, on 1 November 2018, by clause 80 of the Electricity Industry Participation Code Amendment (Code Review Programme) 2018.

Clause 12.141(3)(d)(ii)(A): amended, on 1 February 2016, by clause 57(2) of the Electricity Industry Participation Code Amendment (Code Review Programme) 2015.

Clause 12.141(3)(d)(ii)(B): amended, on 1 November 2018, by clause 80 of the Electricity Industry Participation Code Amendment (Code Review Programme) 2018.

#### **12.142 Planned outages required in order to give effect to an investment or required by the Act**

- (1) The **Outage Protocol** must set out requirements for **Transpower** to consider when determining the timing of **planned outages** that are required in order to give effect to an **approved investment** or that are required by the Electricity Act 1992.
- (2) The requirements specified under subclause (1) must require **Transpower** to give effect to the net benefit principle in clause 12.140(2) in determining the timing and duration of **outages** subject to this clause, and may require **Transpower** to consider some or all of the costs and benefits specified in clause 12.141.

Compare: Electricity Governance Rules 2003 rule 5.7 section VII part F

### 12.143 Required content of Outage Protocol in relation to unplanned outages

- (1) The **Outage Protocol** must—
  - (a) set out procedures and policies for dealing with **unplanned outages**, so as to minimise the costs and, if relevant, maximise the benefits arising from an **unplanned outage**; and
  - (b) set out the reasonable steps and measures that **Transpower** must take in order to be prepared for **unplanned outages**, so as to ensure that it is readily able to deal with **unplanned outages** in a way that minimises the costs and, if relevant, maximises the benefits arising from an **unplanned outage**; and
  - (c) require **Transpower** to deal with **unplanned outages** as quickly as reasonably possible, in accordance with the procedures specified in the **Outage Protocol**.
- (2) The costs and benefits under subclause (1) are the costs and benefits of the **outage** to persons who produce, transmit, distribute, retail, or consume **electricity**.

Compare: Electricity Governance Rules 2003 rule 6 section VII part F

### 12.144 Reporting on compliance with Outage Protocol

The **Outage Protocol** must require **Transpower** to publish and report to **designated transmission customers** and the **Authority**, whether in the report provided under clause 12.118 or otherwise, on its compliance with the requirements of the **Outage Protocol**, including the requirements specified in clause 12.140(1) for giving effect to the net benefit principle specified in clause 12.140(2) and the requirements of the **Outage Protocol** relating to **unplanned outages** specified in clause 12.143.

Compare: Electricity Governance Rules 2003 rule 7 section VII part F

### *Decisions on Outage Protocol*

### 12.145 Authority may initially approve the proposed Outage Protocol or refer back to Transpower

After consideration of **Transpower's** proposed **Outage Protocol** and accompanying explanation and **statement of proposal**, the **Authority** may—

- (a) provisionally approve the proposed **Outage Protocol** having regard to the principles in clause 12.134 and the matters set out in clauses 12.135 to 12.144; or
- (b) refer the proposed **Outage Protocol** and accompanying explanation and regulatory statement back to **Transpower**, if in the **Authority's** view—
  - (i) the proposed **Outage Protocol** does not adequately give effect to or promote the principles in clause 12.134; or
  - (ii) the proposed **Outage Protocol** does not adequately provide for the matters set out in clauses 12.135 to 12.144; or
  - (iii) the explanation or **statement of proposal** provided with the **Outage Protocol** in accordance with clause 12.133(3) is not adequate—

and **Transpower** must, within 20 **business days** (or such longer period as the **Authority** may allow), consider the **Authority's** concerns and resubmit its proposed

**Outage Protocol** and accompanying explanation and **statement of proposal** for reconsideration by the **Authority**.

Compare: Electricity Governance Rules 2003 rule 9 section VII part F

#### **12.146 Reconsideration of revised Outage Protocol by the Authority**

After reconsideration of **Transpower's** proposed **Outage Protocol**, and accompanying explanation and **statement of proposal**, as revised under clause 12.145(b), the **Authority** may either—

- (a) provisionally approve the proposed **Outage Protocol**, as revised, having regard to the principles in clause 12.134 and the matters set out in clauses 12.135 to 12.144; or
- (b) if the **Authority** considers that the **Outage Protocol** resubmitted by **Transpower** under clause 12.145(b) does not adequately give effect to or promote the principles in clause 12.134, or adequately provide for the matters set out in clauses 12.135 to 12.144, the **Authority** may make any amendments to the proposed **Outage Protocol**, as revised, that it considers necessary.

Compare: Electricity Governance Rules 2003 rule 10 section VII part F

#### **12.147 Authority must consult on the proposed Outage Protocol**

The **Authority** must **publish** the proposed **Outage Protocol**, either as provisionally approved by the **Authority** or as amended by the **Authority**, as soon as is practicable, for consultation with any person that the **Authority** thinks is likely to be materially affected by the proposed **Outage Protocol**.

Compare: Electricity Governance Rules 2003 rule 11 section VII part F

#### **12.148 Authority may undertake additional consultation**

As well as the consultation required under clause 12.147, the **Authority** may undertake any other consultation it considers necessary.

Compare: Electricity Governance Rules 2003 rule 12 section VII part F

#### **12.149 Decision on Outage Protocol**

- (1) When the **Authority** has completed its consultation on the proposed **Outage Protocol**, it must consider whether to incorporate the proposed **Outage Protocol** by reference as the **Outage Protocol**.
- (2) If the **Authority** decides to incorporate the **Outage Protocol** by reference in this Code, the **Authority** must determine a date on which the incorporation by reference takes effect.

Compare: Electricity Governance Rules 2003 rule 13 section VII part F

Clause 12.149(2): amended, on 1 August 2023, by clause 47 of the Electricity Industry Participation Code Amendment (System Operation Documents) 2023.

#### **12.150 Incorporation of Outage Protocol by reference**

- (1) The **Outage Protocol** is incorporated by reference in this Code.
- (2) *[Revoked]*

Clause 12.150(1): amended, on 5 October 2017, by clause 320(1) of the Electricity Industry Participation Code Amendment (Code Review Programme) 2017.

Clause 12.150(1): amended, on 1 August 2023, by clause 48(1) of the Electricity Industry Participation Code Amendment (System Operation Documents) 2023.



Clause 12.150(2): amended, on 5 October 2017, by clause 320(2) of the Electricity Industry Participation Code Amendment (Code Review Programme) 2017.

Clause 12.150(2): revoked, on 1 August 2023, by clause 48(2) of the Electricity Industry Participation Code Amendment (System Operation Documents) 2023.

*Complying with Outage Protocol*

**12.151 Compliance with Outage Protocol**

- (1) **Transpower** and each **designated transmission customer** must comply with the **Outage Protocol**, unless agreed otherwise by **Transpower** and a **designated transmission customer** in respect of specified **assets** or the **designated transmission customer** in accordance with subclause (2).
- (2) An agreement between **Transpower** and a **designated transmission customer** to which the **Outage Protocol** does not apply in respect of specified **assets** must not exclude the application of subclause (3)(b) and must be conditional in all respects on—
  - (a) obtaining agreement from all other potentially affected **designated transmission customers** that the **Outage Protocol** does not apply in respect of the specified **assets** or the **designated transmission customer**; and
  - (b) **Transpower** and the **designated transmission customer** satisfying the **Authority** that they have consulted with all potentially affected end use customers on the **Outage Protocol** not applying in respect of the specified **assets** or the **designated transmission customer** and that there are no material unresolved issues affecting the interests of those end use customers.
- (3) **Transpower** must—
  - (a) give written notice to the **Authority** as soon as practicable if **Transpower** enters into an agreement with a **designated transmission customer** under this clause; and
  - (b) **publish** the agreement no later than 20 **business days** after entering into the agreement.

Compare: Electricity Governance Rules 2003 rule 15 section VII part F

Clause 12.151(2): amended, on 5 October 2017, by clause 321(a) of the Electricity Industry Participation Code Amendment (Code Review Programme) 2017.

Clause 12.151(3): replaced, on 5 October 2017, by clause 321(b) of the Electricity Industry Participation Code Amendment (Code Review Programme) 2017.

## Schedule 12.1

### Categories of designated transmission customers

cl 12.7

#### 1 Categories of designated transmission customers required to enter into transmission agreements with Transpower

(1) The categories of **designated transmission customers** required to enter into **transmission agreements** with **Transpower** are—

- (a) **connected asset owners**; and
- (b) *[Revoked]*
- (c) **generators** that are directly connected to the **grid**.

(2) *[Revoked]*

(3) *[Revoked]*

(4) *[Revoked]*

(5) *[Revoked]*

Compare: Electricity Governance Rules 2003 schedule F1 part F

Schedule 12.1, clause 1(1): amended, on 16 December 2013, by clause 9(1) of the Electricity Industry Participation (Revocation of Part 16) Code Amendment 2013.

Schedule 12.1, clause 1(1)(a): amended, on 1 February 2016, by clause 58(1) of the Electricity Industry Participation Code Amendment (Code Review Programme) 2015.

Schedule 12.1, clause 1(1)(b): revoked, on 1 February 2016, by clause 58(2) of the Electricity Industry Participation Code Amendment (Code Review Programme) 2015.

Schedule 12.1, clause 1(1)(c): amended, on 23 February 2015, by clause 75 of the Electricity Industry Participation Code Amendment (Distributed Generation) 2014.

Schedule 12.1, clause 1(1)(c): amended, on 5 October 2017, by clause 322 of the Electricity Industry Participation Code Amendment (Code Review Programme) 2017.

Schedule 12.1, clause 1(2) to (5): revoked, on 16 December 2013, by clause 9(2) of the Electricity Industry Participation (Revocation of Part 16) Code Amendment 2013.

## Schedule 12.2

### Grid reliability standards

cl 12.55

#### 1 Preamble

Clause 12.55 of this Code, requires the **Authority** to determine the most appropriate **grid reliability standards** and in so doing must have regard to the purposes in clause 12.56 and the principles set out in clause 12.57, as required by clause 12.55.

Compare: Electricity Governance Rules 2003 clause 2 schedule F3 part F

#### 2 The grid reliability standards

- (1) The purpose of the **grid reliability standards** is to provide a basis for **Transpower** and other parties to appraise opportunities for transmission investments and **transmission alternatives**.
- (2) For the purpose of subclause (1), the **grid** satisfies the **grid reliability standards** if—
  - (a) the power system is reasonably expected to achieve a level of reliability at or above the level that would be achieved if all **economic reliability investments** were to be implemented; and
  - (b) with all **assets** that are reasonably expected to be in service, the power system would remain in a **satisfactory state** during and following a **single credible contingency event** occurring on the **core grid**.
- (3) For the purpose of subclause (2)(a), the expected level of reliability of the power system must be assessed at each and every **grid exit point** and **grid injection point** (wherever located on the **grid**).
- (4) For the purpose of subclause (2)(a) and (b), the expected level of reliability, and state, of the power system must be assessed using the range of relevant operating conditions that could reasonably be expected to occur.

Compare: Electricity Governance Rules 2003 clauses 3 to 6 schedule F3 part F

#### 3 Interpretation and definitions

- (1) For the purposes of these **grid reliability standards**, unless the context calls for another interpretation—
  - (a) the terms defined in Part 1 of this Code take that defined meaning; and
  - (b) the term defined in subclause (2) takes that defined meaning; and
  - (c) a reference—
    - (i) to the singular includes the plural and conversely; and
    - (ii) to a person includes an individual, company, other body corporate, association, partnership, firm, joint venture, trust, or Government Agency; and
  - (d) the word including or includes means including, but not limited to, or includes, without limitation; and
  - (e) the other grammatical forms of the term defined in subclause (2) have a corresponding meaning.

- (2) **Economic reliability investments** means investments in the **grid** and **transmission alternatives** that would satisfy the economic test for an investment proposal applied by the Commerce Commission under Part 4 of the Commerce Act 1986—
- (a) assuming that the economic test was applied to both investments in the **grid** and **transmission alternatives**; and
- (b) having regard to Parts 7 and 8 (including the **policy statement**).

Compare: Electricity Governance Rules 2003 clauses 7 and 8 schedule F3 part F

**4 Value of expected unserved energy**

- (1) The value of any **expected unserved energy** is—
- (a) \$20,000 per **MWh**; or
- (b) such other value as the **Authority** may determine.
- (2) The **Authority** may determine different **values of expected unserved energy** under this clause for different purposes and for different times.
- (3) If the **Authority** determines a **value of expected unserved energy** under this clause, the **Authority** must **publish** its determination.

Schedule 12.2, clause 4(1): amended, on 1 February 2016, by clause 59(1) of the Electricity Industry Participation Code Amendment (Code Review Programme) 2015.

Schedule 12.2, clause 4(2): amended, on 1 February 2016, by clause 59(2) of the Electricity Industry Participation Code Amendment (Code Review Programme) 2015.

Schedule 12.2, clause 4(3): amended, on 1 February 2016, by clause 59(3) of the Electricity Industry Participation Code Amendment (Code Review Programme) 2015.

## Schedule 12.3 Core grid determination

cl 12.63

### 1 Background

Clause 12.63 of this Code, requires the **Authority** to determine the most appropriate **core grid determination** and in so doing to have regard to the purposes set out in clause 12.64, the principles set out in clause 12.57 for the **grid reliability standards** and the objectives set out in clause 12.65.

Compare: Electricity Governance Rules 2003 clause 2 schedule F3A part F

### 2 The core grid determination

- (1) The purpose of this **core grid determination** is to define the **core grid** for the purposes of the **grid reliability standards** and so provide a basis for—
  - (a) the **Authority** to determine the **grid reliability standards**; and
  - (b) **Transpower** and other parties to appraise opportunities for transmission investment and **transmission alternatives**.
- (2) The **core grid** consists of those assets that comprise the transmission links listed in Table 1 below:

**Table 1**

North Island core grid links	South Island core grid links
220kV Huapai-Marsden	220kV Islington-Kikiwa
220kV Huapai-Bream Bay	220kV Kikiwa-Stoke
220kV Bream Bay-Marsden	220kV Twizel-Tekapo B
110kV Marsden-Maungatapere	220kV Tekapo B-Islington
220 kV Henderson-Huapai	220kV Twizel-Opihi-Timaru-Ashburton
220 kV Albany-Huapai	220kV Ashburton-Bromley
220 kV Albany-Henderson	220kV Bromley-Islington
110kV Albany-Henderson	220kV Twizel-Opihi-Timaru-Islington
110kV Henderson-Hepburn Rd	220kV Livingstone-Islington
220kV Otahuhu-Henderson	220kV Benmore-Ohau B
220kV Otahuhu-Southdown	220kV Ohau B-Twizel
220kV Southdown-Henderson	220kV Benmore-Twizel
220kV Otahuhu-Penrose	220kV Benmore-Ohau C
110kV Mangere-Roskill	220kV Ohau C-Twizel
110kV Otahuhu-Roskill	220kV Benmore-Aviemore
110kV Otahuhu-Pakuranga	220kV Clyde-Cromwell
110kV Otahuhu-Wiri	220kV Cromwell-Twizel
220kV Otahuhu-Takanini	220kV Roxburgh-Clyde
220kV Huntly-Takanini	220kV Naseby-Livingstone
110kV Wiri-Bombay	220kV Roxburgh-Naseby
220kV Huntly-Glenbrook	220kV Roxburgh-Three Mile Hill

North Island core grid links	South Island core grid links
220kV Glenbrook-Takanini	220kV Three Mile Hill-Half Way Bush
220kV Otahuhu-Whakamaru	220kV Three Mile Hill-Sth Dunedin
220kV Otahuhu-Huntly	220kV Sth Dunedin-Half Way Bush
220kV Huntly-Hamilton	220kV Manapouri-Invercargill
110kV Mt Maunganui-Tarukenga	220kV Manapouri-Nth Makarewa
110kV Tarukenga-Tauranga	220kV Nth Makarewa-Invercargill
220kV Tarukenga-Edgecumbe	220kV Invercargill-Roxburgh
220kV Edgecumbe-Kawerau	220kV Invercargill-Tiwai Pt
220kV Kawerau-Ohakuri	220kV Nth Makarewa-Tiwai Pt
220kV Wairakei-Ohakuri	220/66kV interconnection Islington
220kV Ohakuri-Atiamuri	66kV Islington-Addington
220kV Atiamuri-Tarukenga	220/66kV interconnection Bromley
220kV Atiamuri-Whakamaru	
220kV Wairakei-Redclyffe	
220kV Wairakei-Whirinaki	
220kV Whirinaki-Redclyffe	
220kV Hamilton-Whakamaru	
220kV Tokaanu-Whakamaru	
220kV Bunnythorpe-Tokaanu	
220kV Bunnythorpe-Tangiwai	
220kV Rangipo-Tangiwai	
220kV Rangipo-Wairakei	
220kV Wairakei-Poihipi	
220kV Poihipi-Whakamaru	
220kV Stratford-New Plymouth	
110kV New Plymouth-Carrington St	
220kV Bunnythorpe-Haywards	
220kV Haywards-Wilton	
220kV Haywards- Linton	
220kV Wilton-Linton	
220kV Bunnythorpe-Linton	
110kV Wilton-Central Park	
110kV Takapu Rd-Wilton	
220kV Bunnythorpe-Brunswick	
220kV Brunswick-Stratford	
110kV Otahuhu-Mangere	
110kV Haywards-Takapu Rd	
220/110kV interconnection Marsden	
220/110kV interconnection Albany	
220/110kV interconnection Henderson	
220/110kV interconnection Penrose	
220/110kV interconnection Otahuhu	
220/110kV interconnection Hamilton	
220/110kV interconnection Tarukenga	

North Island core grid links	South Island core grid links
220/110kV interconnection New Plymouth 220/110kV interconnection Stratford 220/110kV interconnection Redclyffe 220/110kV interconnection Bunnythorpe 220/110kV interconnection Haywards 220/110kV interconnection Wilton	

Compare: Electricity Governance Rules 2003 clauses 3 and 4 schedule F3A part F

### 3 Interpretation

For the purposes of this **core grid determination**, unless the context calls for another interpretation, a term has the meaning given to that term in the **grid reliability standards**.

Compare: Electricity Governance Rules 2003 clause 5 schedule F3A part F

## **Schedule 12.4**

### **Transmission Pricing Methodology**

Schedule 12.4: replaced, on 20 December 2022, by clause 4 of the Electricity Industry Participation Code Amendment (Transmission Pricing Methodology) 2022.

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## Part A Preliminary

### *Introduction*

#### 1 Purpose

The **transmission pricing methodology** is used to recover the cost of **transmission services** provided by **Transpower**, other than costs recovered under **investment agreements**, but not more than **recoverable revenue** for each **pricing year**. This **transmission pricing methodology** allocates that cost to **customers** through **transmission charges**.

#### 2 Overview of Transmission Charges

The **transmission charges** are—

- (a) **connection charges**, which recover part of **recoverable revenue** by reference to the cost of **connection investments**. Part C specifies how **connection charges** are calculated; and
- (b) **benefit-based charges**, which recover part of **recoverable revenue** by reference to the **covered cost of benefit-based investments**. Part D specifies how **benefit-based charges** are calculated; and
- (c) **cap recovery charges**, which are a redistribution of **transmission charges** that would otherwise be payable by **capped customers** who are receiving **cap reductions**; and
- (d) **prudent discount recovery charges**, which are a redistribution of **transmission charges** that would otherwise be payable by **prudent discount recipients**; and
- (e) **residual charges**, which recover the remainder of **recoverable revenue**. Part E specifies how **residual charges** are calculated.

Clause 2(a): amended, on 31 July 2023, by clause 4(1) of the Electricity Industry Participation Code Amendment (Transmission Pricing Methodology Amendments) 2023.

Clause 2(b): amended, on 31 July 2023, by clause 4(2) of the Electricity Industry Participation Code Amendment (Transmission Pricing Methodology Amendments) 2023.

Clause 2(e): amended, on 31 July 2023, by clause 4(3) of the Electricity Industry Participation Code Amendment (Transmission Pricing Methodology Amendments) 2023.

### *Interpretation*

#### 3 General Definitions

In this **transmission pricing methodology**, unless the context otherwise requires—

**2020 guidelines** means the guidelines the **Authority** published under paragraph 12.83(b) of this Code on 10 June 2020

**AC assets** means **grid assets** other than **HVDC assets**

**AC switch** means a switch that is an **AC asset**

**accelerated depreciation** means **depreciation** or tax depreciation (as the context requires) of an asset exclusively due to damage to, or destruction, stranding, decommissioning or disposal of, the asset

**adjustment event** means a **connection charge adjustment event**, **benefit-based charge adjustment event** or **residual charge adjustment event**

**alleviated price** means, for a **regional customer group**, **factual** and **counterfactual**, a price at a **market node** in the **regional customer group's modelled region** that, due to a **modelled constraint** is—

- (a) higher in the **counterfactual** than the **factual**; or
- (b) higher in the **counterfactual** than a price at another **market node** in the **counterfactual** that is in a **modelled region** for a different **regional customer group** of the same type (**regional demand group** or **regional supply group**)

**allocation data** means any data about **supply**, **demand**, **injection**, **offtake** or **gross energy** that affects a **customer's** allocation of **transmission charges**

**allowance** means, for a cost or charge over a period, the forecast MAR building block under the **Transpower IPP** over the period for the cost or charge

**alternative project** means—

- (a) for an **inefficient bypass prudent discount**, an investment by the **customer** in a **transmission alternative** that, if implemented, would bypass existing **grid assets**; or
- (b) for a **stand-alone cost prudent discount**, an investment in the **grid** or 1 or more **transmission alternatives** by an efficient **transmission services** provider that, if implemented, would provide **transmission services** in substitution for all **transmission services** the **customer** currently receives

**alternative project costs** has the meaning in clause 117

**ancillary service BBI** means a **post-2019 BBI** that is expected to have a material impact on prices or quantities in the **wholesale market** for a **specified ancillary service** relative to the **post-2019 BBI's counterfactual**. An **ancillary service BBI** may also be a **market BBI** or **reliability BBI**, but cannot be a **resiliency BBI**

**ancillary service regional customer group** means a **regional customer group** defined in subclause 53(3)

**ancillary service regional NPB** means **regional NPB** arising from changes in prices or quantities in the **wholesale market** for a **specified ancillary service**. **Ancillary service regional NPB** may be calculated for **ancillary service BBIs**

**annual benefit-based charge** has the meaning in subclause 35(2)

**annual cap recovery charge** has the meaning in subclause 112(1)

**annual charges** means the following **transmission charges** for a **customer** and **pricing year**:

- (a) **annual connection charges**;
- (b) **annual benefit-based charges**;
- (c) **annual cap recovery charge**;
- (d) **annual prudent discount recovery charge**;
- (e) **annual residual charge**

**annual connection charge** has the meaning in subclause 24(2) or 24(3)

**annual prudent discount recovery charge** has the meaning in subclause 138(5)

**annual residual charge** has the meaning in subclause 68(2)

**anticipatory BBI** has the meaning in subclause 27(2)

**anticipatory connection asset** has the meaning given in subclause 26(3)

**anytime maximum demand (connection) or AMDC** means, for a **customer**, **connection location** and **pricing year**, the average of the 12 highest **offtake** quantities for the **customer** at the **connection location** during **CMP A** for the **pricing year**, multiplied by 2 to convert to average **demand**

**anytime maximum demand (residual) or AMDR** means the amount calculated under clause 69 for a **load customer** and **pricing year**

**anytime maximum injection (connection) or AMIC** means, for a **customer**, **connection location** and **pricing year**, the average of the 12 highest **injection** quantities for the **customer** at the **connection location** during **CMP A** for the **pricing year**, multiplied by 2 to convert to average **supply**

**Appendix A allocation** means, for an **Appendix A customer** and **Appendix A BBI** and subject to clause 10(8), the **Appendix A customer's BBI customer allocation** for the **Appendix A BBI** specified in Appendix A to 2 decimal places

**Appendix A BBI** means the following **interconnection investments**:

Bunnythorpe Haywards	the <b>interconnection investment</b> approved by the <b>Commission</b> on 9 May 2014 as the Bunnythorpe-Haywards A and B Lines Conductor Replacement Project, including all amendments to that approved project subsequently approved by the <b>Commission</b>
HVDC	all <b>interconnection investments</b> in the <b>HVDC link commissioned</b> on or before 23 July 2019
LSI Reliability	the <b>interconnection investment</b> approved by the Electricity Commission on 6 September 2010 as the Lower South Island Reliability Transmission Investment, including all amendments to that approved project subsequently approved by the Electricity Commission or <b>Commission</b>
LSI Renewables	the <b>interconnection investment</b> approved by the Electricity Commission on 9 August 2010 as the Lower South Island Renewables Investment, including all amendments to that approved project subsequently approved by the Electricity Commission or <b>Commission</b> , but excluding the <b>post-2019 CUWLP investment</b>
NIGU	the <b>interconnection investment</b> approved by the Electricity Commission on 5 July 2007 as the North Island Grid Upgrade, including all amendments to that approved project subsequently approved by the Electricity Commission or <b>Commission</b>
UNIDRS	the <b>interconnection investment</b> approved by the Electricity Commission on 5 July 2010 as the Upper North Island Dynamic Reactive Support Investment, including all amendments to that approved project subsequently approved by the Electricity Commission or <b>Commission</b>
Wairakei Ring	the <b>interconnection investment</b> approved by the Electricity Commission on 20 February 2009 as the Wairakei Ring Investment, including all amendments to that approved project subsequently approved by the Electricity Commission or <b>Commission</b>

**Appendix A beneficiary** means, for an **Appendix A BBI**, an **Appendix A customer** who has a positive **Appendix A allocation** for the **Appendix A BBI**

**Appendix A customer** means a person specified in Appendix A, even if not a current **customer** at the time this definition is applied

**application** means an application to **Transpower** under this **transmission pricing methodology**, including an application for a **prudent discount** or **reassignment**

**application fee** means a fee for a type of **application** published by **Transpower**, if any

**application requirements** means, for an **application**, the content requirements for the **application** published by **Transpower**

**asseted** means, for an asset comprised in a **BBI**, that there is sufficient information about the asset in **Transpower's** fixed asset register for **Transpower** to calculate accurately the part of the **BBI's covered cost** for a **pricing year** that relates to the asset

Clause 3 **asseted**: inserted, on 31 July 2023, by clause 5(3) of the Electricity Industry Participation Code Amendment (Transmission Pricing Methodology Amendments) 2023.

**assumptions book** means a document **published** by **Transpower** containing assumptions and detailed methodologies that **Transpower**—

- (a) intends to apply for allocating and adjusting **benefit-based charges**; and
- (b) does not expect to vary between **BBI**s except according to the method (**standard method**, **simple method** or Appendix A) used to calculate their **BBI customer allocations**

**avoided charges** means—

- (a) for an **inefficient bypass prudent discount**—
  - (i) the **transmission charges** the relevant **customer** would avoid paying if the relevant **alternative project** were implemented—
    - (A) assessed relative to the **transmission charges** the **customer** would pay if the **alternative project** were not implemented; and
    - (B) assuming none of the **alternative project costs** for the **alternative project** would be recovered through **transmission charges**; less
  - (ii) the absolute value of any reduction in **settlement residue** that would be paid to the **customer** if the **alternative project** were implemented, assessed relative to the **settlement residue** that would be paid to the **customer** if the **alternative project** were not implemented; and
- (b) for a **stand-alone cost prudent discount**—
  - (i) the relevant **customer's connection charges**, **benefit-based charges** and **residual charge**; less
  - (ii) **settlement residue** paid to the **customer**

Clause 3 **avoided charges**: inserted, on 31 July 2023, by clause 5(3) of the Electricity Industry Participation Code Amendment (Transmission Pricing Methodology Amendments) 2023.

**avoided transmission charges** *[Revoked]*

Clause 3 **avoided transmission charges**: revoked, on 31 July 2023, by clause 5(1) of the Electricity Industry Participation Code Amendment (Transmission Pricing Methodology Amendments) 2023.

**back-dated prudent discount** means a **prudent discount** for which the **application**—

- (a) is received by **Transpower** within 6 months of the date on which **Transpower** first publishes the **application requirements** and the **application fee**, if any, for the relevant type of **prudent discount** (**inefficient bypass prudent discount** or **stand-alone cost prudent discount**); and
- (b) is not rejected by **Transpower** under subclause 14(1), 115(1) or 115(2)

**battery storage** means equipment functioning together as a single entity that is able to both—

- (a) take **electricity** and store the energy in another form; and
- (b) inject that energy as **electricity** into the **grid**, a **local network**, a **non-grid network** or **consuming plant**

**BBI customer allocation** means a **customer's** allocation of the **benefit-based charge** for a **BBI**—

- (a) specified in or calculated under this **transmission pricing methodology**; and
- (b) as adjusted under this **transmission pricing methodology**

**BBI prudent discount recovery charge** means a charge calculated under subclause 138(1) for a **prudent discount**, **customer** and **pricing year**

**BBI reassessment factor** has the meaning in subclause 102(4)

**beneficiary** means, for a **BBI**, a **customer** who has a positive **BBI customer allocation** for the **BBI**



**benefit factor** has the meaning in subclause 83(7)

**benefit-based charge** means a charge described in subclause 2(b) and calculated under clause 35 for a **BBI**, **beneficiary** and **pricing year**

**benefit-based charge adjustment event** has the meaning in subclause 81(1)

**benefit-based investment** or **BBI** means—

- (a) an **Appendix A BBI**; or
- (b) a **post-2019 BBI**

**benefitting customer** means, for an **application** for an **inefficient bypass prudent discount**, any **customer** named in the **application** whose **transmission charges** would be reduced if the **alternative project** for the **application** were implemented

**cap condition** means the condition specified in subclause 110(2)

**cap recovery charge** means a charge described in subclause 2(c) and calculated under clause 112 for a **customer** and **pricing year**

**cap recovery-relevant charges** means, for a **customer** and **pricing year**, the **customer's**—

- (a) **annual benefit-based charges** for the **Appendix A BBIs** and **pricing year**; and
  - (b) **annual residual charge** for the **pricing year**,
- net of any **prudent discount** of those **transmission charges** for the **customer** and **pricing year**

**cap reduction** means the total reduction in a **capped customer's transmission charges** for a **pricing year** under subclause 110(1)

**capacity** means the rated capacity of an asset to (as the case may be)—

- (a) consume or generate **electricity**; or
- (b) take **electricity** from or inject **electricity** into a **network**; or
- (c) transmit or **distribute electricity**,

in each case measured in units appropriate for the context

**capacity measurement period** or **CMP** means a period over which a calculation under this **transmission pricing methodology** is made, being either:

**CMP A** for **pricing year n**, **capacity year n-2**. **CMP A** is relevant to calculating **connection charges**

**CMP B** for a **BBI**, the period ending on the last **trading period** of the most recent complete **capacity year** before the **final investment decision date** for the **BBI** (**capacity year n**) and starting on the first **trading period** of **capacity year n-4**. **CMP B** is relevant to calculating **benefit-based charges** for **BBIs** under a **standard method**

**CMP C** for the first **simple method period**, the period ending on the last **trading period** of the second most recent complete **capacity year** before the **first pricing year** (**capacity year n**) and starting on the first **trading period** of **capacity year n-4**

for a subsequent **simple method period**, the period ending on the last **trading period** of the second most recent complete **capacity year** before the first **pricing year** of the **simple method period** (**capacity year n**) and starting on the first **trading period** of **capacity year n-4**.

**CMP C** is relevant to calculating **benefit-based charges** for **BBIs** under the **simple method**

**CMP D** the period from the first **trading period** of **financial year 2014** to the last **trading period** of **financial year 2017**. **CMP D** is relevant to calculating **benefit factors** and **residual charges**

**CMP E** for **pricing year n**, the period from the first **trading period** of **financial year n-8** to the last **trading period** of **financial year n-5**. **CMP E** is relevant to calculating **residual charges**

**CMP F** for a **SSCGU**, the period ending on the last **trading period** of the most recent complete **capacity year** before the **SSCGU** occurred (**capacity year n**) and starting on the first **trading period** of **capacity year n-4**. **CMP F** is relevant to adjusting **benefit-based charges** for **high-value BBIs**

**CMP G** the period from the first **trading period** of **pricing year 2015** to the last **trading period** of **pricing year 2019**. **CMP G** is relevant to calculating **difference caps**

**capacity year** means a period of 12 months starting on 1 September and ending on 31 August. **Capacity year n** means the **capacity year** starting in year n

**capital charge** means **Transpower's** return on its investment in an asset

**capped charges** means, for a **capped customer** and **pricing year**, the **capped customer's**:

- (a) **annual benefit-based charges** for the **Appendix A BBIs** and **pricing year**; and
- (b) **annual residual charge** for the **pricing year**
- (c) *[Revoked]*

Clause 3 **capped charges** paragraph (b): amended, on 31 July 2023, by clause 5(2)(a) of the Electricity Industry Participation Code Amendment (Transmission Pricing Methodology Amendments) 2023.

Clause 3 **capped charges** paragraph (c): revoked, on 31 July 2023, by clause 5(2)(b) of the Electricity Industry Participation Code Amendment (Transmission Pricing Methodology Amendments) 2023.

**capped customer** means—

- (a) for the **first pricing year**, a **customer**, other than in its capacity as a **generator**, who was a **customer** during **pricing year 2019** and at least 2 **pricing years** preceding **pricing year 2019**; and
- (b) for each subsequent **pricing year**, any such **customer** who had a **cap reduction** for the previous **pricing year**

**closing RAB value** has the meaning in the **Transpower IMs**

**coincident peak offtake** has the meaning in subclause 65(8)

**Commission** means the Commerce Commission established by section 8 of the Commerce Act 1986

**commissioned** has the meaning in clause 5

**commissioning date** means the date an asset, **connection investment** or **interconnection investment** (including a **BBI**) is **commissioned**

**compliance investment** means an investment by **Transpower** in an existing **grid asset** or **transmission alternative** to ensure the **grid asset** or **transmission alternative** is maintained, and can be operated, in accordance with **good electricity industry practice**. A **compliance investment** may also be an **enhancement investment**, **refurbishment investment** or **replacement investment**

**connection asset** has the meaning in subclause 21(1), and includes “deep” **connection assets** as described in paragraph 22(5)(b)

**connection charge** means a charge described in subclause 2(a) and calculated under clause 24 for a **customer** and **pricing year** and—

- (a) a **connection asset** and **connection location**; or
- (b) a **connection transmission alternative**

**connection charge adjustment event** has the meaning in clause 76

**connection customer allocation** means a **customer’s** allocation of the **connection charge** for a **connection asset** and **connection location** calculated under clause 32

**connection investment** means a **transmission investment** or group of related **transmission investments** exclusively in 1 or more **connection assets** or **connection transmission alternatives**

**connection link** has the meaning in paragraph 20(1)(e)

**connection node** has the meaning in paragraph 20(1)(d)

**connection region** means a region determined by **Transpower** under subclause 62(4)

**connection transmission alternative** means a **transmission alternative** to the extent it is an alternative to an investment in a **connection asset**, as determined by **Transpower**

**consuming plant** means—

- (a) equipment that consumes **electricity**, regardless of size, including electrical appliances as defined in the Electricity Act 1992; and
- (b) **battery storage** when charging

**continuing BBI** has the meaning in subclause 84(5) or 85(4)

**contributing customer** means, for a **funded asset**—

- (a) a **customer** who funded, or is funding, all or part of the capital cost of the **funded asset** under an **investment agreement**; or
- (b) a **customer** who funded, or is funding, all or part of the capital cost of the **funded asset** through **connection charges**

**counterfactual** means, for a **BBI**, the expected future **grid** state assuming the **BBI** is not **commissioned**

**covered cost** means the amount of **recoverable revenue** allocated to a **BBI** for a **pricing year** calculated under subclause 39(1)

**CPI** means the consumers price index (all groups) published by Stats NZ

**curtailed energy** means **unserved energy** or **unsupplied energy**

**customer** means a **designated transmission customer**

**demand factor** means the scaling factor for **regional NPB** for **regional demand groups** under the **simple method** calculated under clause 64(4)

**depreciation** means depreciation of an asset calculated in accordance with the **Transpower IMs**

**de-rate** means, for an asset or **plant**, to alter the asset or **plant** physically so that the asset’s or **plant’s** **capacity** is permanently reduced

**difference cap** has the meaning in clause 111(1)

**direct supplied load customer** means, for a **connection location** and **trading period**, a **connected asset owner** who—

- (a) owns or controls a **local network** or **consuming plant** connected to the **grid** at the **connection location**; and
- (b) has **embedded electricity** at the **connection location** of the type defined in paragraph 4(1)(b) for the **trading period**

**discounted BBI** means—

- (a) for an **inefficient bypass prudent discount**, a **BBI** that would be bypassed by the relevant **alternative project**; or
- (b) for a **stand-alone cost prudent discount**, a **BBI** of which the **prudent discount recipient** is a **beneficiary**

**economic life** means, for an asset, the asset's physical asset life as defined in the **Transpower IMs**

**EDB ID determination** means the *Electricity Distribution Information Disclosure Determination 2012* [2012] NZCC 22

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

**efficient stand-alone investment** has the meaning in clause 135

**eligible BBI** means a **BBI**, including a **BBI** that is currently **reassigned** or was previously **reassigned**, for which both of the following conditions are satisfied (as applicable):

- (a) the total **closing RAB value** of all assets comprised in the **BBI** for the most recent complete **financial year**, adjusted by the **BBI reassignment factor** for any current **reassignment** the **BBI** is subject to, is at least the **reassignment threshold**;
- (b) if the **BBI** is a **post-2019 BBI**, either—
  - (i) at least 10 years have passed since the **BBI's commissioning date**; or
  - (ii) since the **BBI's commissioning date**—
    - (A) a **customer** permanently disconnected from the **grid** at a **connection location** at which the **customer** was a **beneficiary** of the **BBI** when it disconnected; and
    - (B) that disconnection, by itself and without taking into account other events, caused the **BBI's BBI reassignment factor** to decrease by at least 0.2; or
  - (iii) since the **BBI's commissioning date**—
    - (A) a **customer** who is a **beneficiary** of the **BBI** permanently disconnected **plant** from the **grid**; and
    - (B) that disconnection, by itself and without taking into account other events, caused the **BBI's BBI reassignment factor** to decrease by at least 0.2

**eligible person** means, for an **application** for **reassignment** or a proposal to reverse a **reassignment**—

- (a) a **beneficiary** of the **BBI** to which the **application** or proposal relates; or
- (b) a person who owns or controls **embedded plant** connected to the **local network** or **grid-connected plant** of a **beneficiary** of the **BBI**

**embedded** means, for **plant**, that the **plant** is connected to a **local network** or to **grid-connected plant**. If the **plant** is also connected to the **grid**, **Transpower** may treat the **plant** as part **embedded** and part **grid-connected**

**embedded electricity** has the meaning in paragraph 4(1)(b), 4(1)(c) or 4(1)(d) for a **customer** and **trading period**

**enhancement investment** means a **transmission investment** that is not a **refurbishment investment** or **replacement investment**. An **enhancement investment** may also be a **compliance investment**

**event pricing year** means the **pricing year** during which an **adjustment event** occurs

**exacerbated price** means, for a **regional customer group**, **factual** and **counterfactual**, a price at a **market node** in the **regional customer group's modelled region** that, due to a **modelled constraint** is—

- (a) higher in the **factual** than the **counterfactual**; or
- (b) lower in the **counterfactual** than a price at another **market node** in the **counterfactual** that is in a **modelled region** for a different **regional customer group** of the same type (**regional demand group** or **regional supply group**)

**exempt post-2019 investment** means an **interconnection investment**, other than the **post-2019 CUWLP investment**, that is—

- (a) **commissioned** after 23 July 2019 and before the start of **financial year 2021**; and
- (b) a **refurbishment investment**, **replacement investment** or **enhancement investment** in respect of an **Appendix A BBI** or another **interconnection investment commissioned** on or before 23 July 2019

**exempt pricing year** means, for an **adjustment event** and **customer**—

- (a) the **event pricing year**; and
- (b) the **pricing year** after the **event pricing year** if the **adjustment event** occurred less than 1 month before the deadline for **Transpower** notifying the **customer** of its **transmission charges** for the **pricing year** under the relevant **transmission agreement**

**expected effective full commissioning date** means, for a **BBI**, a date determined by **Transpower**, which must fall within the period from (and including) the **BBI's** expected **commissioning date** to (and including) the **BBI's** expected **full commissioning date**, by which sufficient **grid assets** and **transmission alternatives** comprised in the **BBI** are expected to have been **commissioned** such that all of the **BBI's** principal benefits will have been released

**factual** means, for a **BBI**, the expected future **grid** state assuming the **BBI** is **fully commissioned**

**final investment decision date** means, for a **BBI**, the date **Transpower** makes its final decision to proceed with its investment in the **BBI**

**financial year** means a period of 12 months starting on 1 July and ending on 30 June. **Financial year n** means the **financial year** starting in year n

**first pricing year** means the first **pricing year** to which this **transmission pricing methodology** applies

**forecast loading period** has the meaning in subclause 102(1)

**forecast peak loading** has the meaning in subclause 102(2)

**full commissioning date** means the date a **connection investment** or **interconnection investment** (including a **BBI**) is **fully commissioned**

**fully commissioned** has the meaning in clause 5

**funded asset** means a **connection asset**—

- (a) **commissioned** after the start of the **first pricing year**; and
- (b) (all or part of the capital cost of which was funded, or is being funded, by a **customer** under an **investment agreement**

**future regional customer group** means a **regional customer group**—

- (a) that is expected to have no members when the relevant **post-2019 BBI** is **commissioned**; and
- (b) the future members of which (if any) will be new **customers** and **customers** who connect new **plant** to the **grid**

**GAAP** means generally accepted accounting practice in New Zealand

**GEIP** (standing for good electricity industry practice) means, for an **alternative project**, the exercise of that degree of skill, diligence, prudence, foresight and economic management that would reasonably be expected from a skilled and experienced asset owner engaged in the management of the **alternative project**, under conditions comparable to those applicable to the **alternative project**, consistent with

applicable law, safety and environmental protection

**generating plant** has the meaning in Part 1 of this Code and includes **battery storage** when discharging

**grid assets** has the meaning in subclause 17(1)

**grid point of connection** means a **point of connection** to the **grid**

**gross energy** has the meaning in subclause 4(5)

**GXP tie** means a situation in which a **connected asset owner's assets** are simultaneously connected to the **grid** at more than 1 **point of connection**

**high-value** means, for a **BBI**, that the sum of—

- (a) the depreciated value of the assets comprised in the **BBI**; and
- (b) expected future **TA opex** for the **interconnection transmission alternatives** comprised in the **BBI**,

is, at the relevant time, more than the base capex threshold as defined in the **Transpower Capex IM**

**high-value intervening BBI** means a **post-2019 BBI**—

- (a) with a **final investment decision date** before the start of the **first pricing year**; and
- (b) **commissioned** on or before the last day of the **financial year** that precedes the **pricing year** after the **first pricing year**; and
- (c) expected to be **high-value** when **fully commissioned**

**high-voltage grid** means the part of the **grid** with a nominal voltage of 220 kV or more

**HILP event** means a low probability event or group of events that, if it or they occurred, would have a high impact on **unserved energy** other than by way of cascade failure, as determined by **Transpower**

**host customer** means, for **embedded plant**, the **customer** who owns or controls the **local network** or **grid-connected plant** the **embedded plant** is connected to

**HVDC asset** means a **grid asset** that is part of the **HVDC link**

**HVDC opex** means—

- (a) **availability costs** allocated to the **HVDC owner**; and
- (b) insurance premiums for the **HVDC link**

**ID WACC** means, for **Transpower** or a **distributor**, the post-tax or pre-tax (as the context requires) **WACC** determined by the **Commission** under the **Transpower IMs** or **EDB IMs** for the purposes of **Transpower's** or the **distributor's** information disclosure regulation under Part 4 of the Commerce Act 1986

**independent expert** means an independent person who is a recognised technical expert in the matter that has been referred to him or her. In appointing an **independent expert**, the party referring the matter to the **independent expert** must nominate 3 persons and the other party may agree that any 1 of them be appointed. Failing agreement between the parties, the **independent expert** will be appointed by the **Authority**

**independent verification** means, for an **application**, a written report on the accuracy and sufficiency of the information and analysis contained in the **application** prepared by 1 or more persons who are—

- (a) recognised technical experts on the subject matter of the **application**; and
- (b) independent of the **customer** making the **application**; and
- (c) approved by **Transpower**

**indirect supplied load customer** means, for a **connection location** and **trading period**, an **asset owner** who—

- (a) owns or controls a **local network**, **consuming plant** or **generating plant** connected to the **grid** at the **connection location**; and
- (b) has **embedded electricity** at the **connection location** of the type defined in paragraph 4(1)(c) for the **trading period**

**individual NPB** means **NPB** for a **customer** calculated under clause 47 or 57 or subclause 61(1)

**inefficient bypass prudent discount** means a discount of a **customer's transmission charges** provided under this **transmission pricing methodology** for the purpose in clause 127

**injection** means—

- (a) for a **trading period** and a **customer's grid point of connection**, the positive net quantity of **electricity** flow into the **grid** at the **grid point of injection** from the **customer's assets** during the **trading period** (if any); and
- (b) for a **trading period** and a **customer's connection location**, the positive net quantity of **electricity** flow into the **grid** at all of the **customer's grid points of connection** at the **connection location** during the **trading period** (if any)

**injection customer** means, for a **connection location** and **trading period**, a **customer** at the **connection location** who has **injection** at the **connection location** for the **trading period**

**interconnection asset** has the meaning in subclause 21(2)

**interconnection investment** means a **transmission investment** or group of related **transmission investments** exclusively in 1 or more **interconnection assets** or **interconnection transmission alternatives**

**interconnection link** has the meaning in paragraph 20(1)(f)

**interconnection node** has the meaning in paragraph 20(1)(a)

**interconnection transmission alternative** means a **transmission alternative** to the extent it is not a **connection transmission alternative**

**intra-regional allocator** has the meaning in subclause 65(1), 65(2), 65(3) or 65(4) for the relevant **regional customer group**

**investment agreement** means—

- (a) a contract entered into at any time between **Transpower** and another person (who may or may not be a **customer**) under which—
  - (i) **Transpower** agrees to provide any new, **upgraded** or modified **transmission investment**; or
  - (ii) the other person agrees to make a contribution to the capital, maintenance, operating or other cost of a **transmission investment**, including—
    - (iii) a **new investment agreement contract**; and
  - (iv) a contract to move or remove **grid assets**; or
- (b) an agreement deemed to be an **investment agreement** under paragraph 28(5)(b)

**investment agreement asset** means a **grid asset** provided under an **investment agreement**

**investment grid** means a simplified model of the **grid** for a **market BBI's factual** or **counterfactual** that models—

- (a) all existing **branches** and **market nodes**, as those **branches** and **market nodes** may be added to or removed in the **market BBI's factual** or **counterfactual** (as the case may be); and
- (b) the **constraints** of the **HVDC link**, as those **constraints** would be in the **market BBI's factual** or **counterfactual** (as the case may be); and
- (c) the **market BBI's modelled constraints**, as those **constraints** would be in the **market BBI's factual** or **counterfactual** (as the case may be)

**investment reassignment factor** has the meaning in subclause 102(3)

**investment region** means a **modelled region** under the **simple method** where a **BBI** or part of a **BBI** is located

**investment test** means the investment test applied to a **tested investment** under section III of Part F of the **rules** or the **Transpower Capex IM**

**land and buildings** has the meaning in subclause 17(3)

**large** means, subject to clause 7—

- (a) for **plant**, that the **plant**—
  - (i) is connected to the **grid**; or
  - (ii) has **capacity** of at least 10 MW; and
- (b) for an **upgrade** of **plant**, that the **plant's capacity** has increased by at least 10 MW compared to the **plant's capacity** before the **upgrade**; and
- (c) for a **de-rating** of **plant**, that the **plant's capacity** has reduced by at least 10 MW compared to the **plant's capacity** before the **de-rating**

**link** has the meaning in subclause 19(3)

**load customer** means a **customer** who, at a **connection location** during a **trading period**, is or was (as the context requires) 1 or more of the following:

- (a) an **offtake customer**;
- (b) a **direct supplied load customer**;
- (c) an **indirect supplied load customer**;
- (d) a **supplying load customer**

**loop** has the meaning in paragraph 20(1)(b)

**low-value** means, for a **BBI**, that the sum of—

- (a) the depreciated value of the assets comprised in the **BBI**; and
- (b) expected future **TA opex** for the **interconnection transmission alternatives** comprised in the **BBI**,

is, at the relevant time, not more than the base capex threshold as defined in the **Transpower Capex IM**

**low-voltage grid** means the part of the **grid** with a nominal voltage of less than 220 kV

**market BBI** means a **post-2019 BBI** that is expected to have a material impact on prices or quantities in the **wholesale market** for **electricity** relative to the **post-2019 BBI's counterfactual**. A **market BBI** may also be an **ancillary service BBI** or a **reliability BBI**, but cannot be a **resiliency BBI**

**market node** means a **GXP** or **GIP**

**market regional NPB** means **regional NPB** arising from changes in prices or quantities in the **wholesale market** for **electricity**. **Market regional NPB** is calculated for **market BBIs**

**market scenario** means, for a **BBI**, a future state for factors that influence **NPB** for the **BBI**

**material damage** means destruction of, or substantial damage to, a **BBI**, as determined by **Transpower**

**maximum gross demand** has the meaning in subclause 4(6)



**maximum revenue** means, for a **pricing year**, the maximum revenue **Transpower** is permitted to recover for the **pricing year**, as determined by the **Commission** under Part 4 of the Commerce Act 1986. At the date of this **transmission pricing methodology**, this is the most recently updated forecast SMAR for the **pricing year** under the **Transpower IPP**

**MCP opex** means operating costs of the type described in clause 3.1.3(1)(d) of the **Transpower IMs**, being operating costs relating to major capex projects

**mixed connection asset** means a **connection asset** that, as well as connecting a **customer**, is used for **grid** operation generally

**modelled constraint** means, for a **market BBI**—

- (a) a **constraint** affecting a new **grid asset** comprised in the **market BBI**; or
- (b) a **constraint** that would be alleviated materially if the **market BBI** were **fully commissioned**, as determined by **Transpower**

**modelled region** means a region defined in, or determined by **Transpower** under—

- (a) for a **BBI** under the **price-quantity method**, subclause 50(1), 54(3), 55(4) or 56(3) depending on the type of **regional NPB** being calculated; and
- (b) for a **BBI** under the **resiliency method**, clause 58; and
- (c) for a **BBI** under the **simple method**, subclause 62(1)

**monthly benefit-based charge** has the meaning in subclause 35(3)

**monthly cap recovery charge** has the meaning in subclause 112(2)

**monthly charges** means the following **transmission charges** for a **customer** and **pricing year**:

- (a) **monthly connection charges**;
- (b) **monthly benefit-based charges**;
- (c) **monthly cap recovery charge**;
- (d) **monthly prudent discount recovery charge**;
- (e) **monthly residual charge**

**monthly connection charge** has the meaning in subclause 24(4)

**monthly prudent discount recovery charge** has the meaning in subclause 138(6)

**monthly residual charge** has the meaning in subclause 68(3)

**net private benefit** or **NPB** (which may be negative, zero or positive)—

- (a) means, for a **regional customer group** or **customer**, the sum of the quantified benefits (positive values) and disbenefits (negative values) the **regional customer group** or **customer** is expected to receive from the relevant **BBI**; and
- (b) for a **host customer**, includes the sum of the quantified benefits (positive values) and disbenefits (negative values) the **embedded plant** owners connected to the **host customer's local network** or **grid-connected plant** are expected to receive from the relevant **BBI**

**node** has the meaning in subclause 19(1)

**nominated peak kVar** means, for a **connected asset owner**, **zone** and **capacity year**, the quantity  $\sum_i Q_{xjz}$  in subclause 8.67(2) of this Code calculated using the **connected asset owner's** nomination for the **zone** applying from the most recent 1 March before the start of the **capacity year**

**non-contributing customer** means, for a **funded asset**, a **customer** who—

- (a) is connected by the **funded asset** at a **connection location**; and
- (b) was not a **contributing customer** for the **funded asset** before connecting to it

**non-grid network** means a system of **lines**, substations and other **works**, used primarily for the conveyance of **electricity**, that is not part of the **grid** or connected to the **grid**, including an **embedded network**

**notional IRA value** has the meaning in clause 67

**offtake** means—

- (a) for a **trading period** and a **customer's grid point of connection**, the positive net quantity of **electricity** flow out of the **grid** at the **grid point of connection** into the **customer's assets** during the **trading period** (if any); and
- (b) for a **trading period** and a **customer's connection location**, the positive net quantity of **electricity** flow out of the **grid** at all of the **customer's grid points of connection** at the **connection location** during the **trading period** (if any)

**offtake customer** means, for a **connection location** and **trading period**, a **customer** at the **connection location** who has **offtake** at the **connection location** for the **trading period**

**opening RAB value** has the meaning in the Transpower IMs

**optimised replacement cost** means, for any **grid asset** or group of **grid assets**, the optimised replacement cost of the **grid asset** or group of **grid assets** as at 1 July 2006, as determined by Transpower

**other regional NPB** means **regional NPB** that is not **market regional NPB**, **ancillary service regional NPB** or **reliability regional NPB**. **Other regional NPB** may be calculated for **market BBIs**, **ancillary service BBIs** or **reliability BBIs**

**outage scenario** means, for a **reliability BBI**, an **outage** or other event or group of events affecting access to **transmission services** in respect of which the **reliability BBI** is expected to have a material impact on **curtailed energy**

**peak BBI** means a **post-2019 BBI** for which the investment need is primarily attributable to meeting **peak demand**

**peak offtake trading period** has the meaning in paragraph 65(8)

**periods of benefit** has the meaning in paragraph 51(3)(b)

**plant** means **consuming plant** or **generating plant**

**post-2019 BBI** means an **interconnection investment commissioned** after 23 July 2019 excluding any **exempt post-2019 investment**. To avoid doubt—

- (a) the **post-2019 CUWLP investment** is a **post-2019 BBI**; and
- (b) an **interconnection investment** that is an **Appendix A BBI** is not a **post-2019 BBI**; and
- (c) an **interconnection investment** carried out or approved as a single project or programme may comprise more than 1 **post-2019 BBI**; and
- (d) a **post-2019 BBI** may comprise more than 1 **interconnection investment**, each of which is carried out or approved as a single project or programme

**post-2019 CUWLP investment** means the **interconnection investment** comprising the following **transmission investments** approved by the Electricity Commission on 9 August 2010 as part of the Lower South Island Renewables Investment:

- (a) thermal upgrade of the circuits between Cromwell and Twizel;
- (b) re-conductoring of the circuits between Roxburgh and Livingstone

**PQ WACC** means, for **Transpower** or a price-quality regulated **distributor**, the vanilla or pre-tax (as the context requires) **WACC** determined by the **Commission** under the **Transpower IMs** or **EDB IMs** for the purposes of **Transpower's** or the **distributor's** price-quality regulation under Part 4 of the Commerce Act 1986

**pre-commencement adjustment event** means an event that occurred before the start of the **first pricing year** and—

- (a) would have been an **adjustment event** had it occurred at or after the start of the **first pricing year**; or
- (b) **Transpower** determines is analogous to an **adjustment event**

**pre-existing customer** means a **customer** who has been a member of a **regional customer group** for (as the case may be)—

- (a) at least 2 full **capacity years** during **CMP B** for the relevant **BBI**; or
- (b) at least 2 full **capacity years** during **CMP C** for the relevant **simple method period**

**pre-existing load customer** means a **load customer** who was a **customer** for the whole of **CMP D**

**pre-start adjustment event** means, for a **post-2019 BBI**, an event that occurred before the start of the **post-2019 BBI's start pricing year** and would have been a **benefit-based charge adjustment event** for the **post-2019 BBI** had it occurred at or after the start of the **post-2019 BBI's start pricing year**. To avoid doubt, a **pre-start adjustment event** may be a **pre-commencement adjustment event**

**previous discount** means—

- (a) a prudent discount provided under the **previous transmission pricing methodology**; or
- (b) a discount provided under a **notional embedding contract**; or
- (c) any other discount or effective discount of transmission charges provided under an agreement between **Transpower** and a **customer** entered into before the start of the **first pricing year**

**previous transmission pricing methodology** means, as applicable, the transmission pricing methodology comprised in this Code when it came into force, as subsequently amended up to the date this **transmission pricing methodology** came into force

**price-quantity method** means the method for calculating **NPB** for a **post-2019 BBI** specified in clauses 44 to 55

**pricing year** has the meaning given to that term in the **Transpower IMs**. At the date of this **transmission pricing methodology**, a **pricing year** is a period of 12 months starting on 1 April and ending on 31 March. **Pricing year n** means the **pricing year** starting in year n

**prior contributing customer** means, for a **funded asset** and in respect of a **non-contributing customer** for the **funded asset**, a **contributing customer** who was connected to the **funded asset** before the **non-contributing customer** became connected to the **funded asset**

**prudent discount** means an **inefficient bypass prudent discount** or **stand-alone cost prudent discount**. The amount of a **prudent discount** for a **pricing year** is—

- (a) the absolute value of the reduction in the **prudent discount recipient's transmission charges** for the **pricing year** under the **prudent discount** agreement; less
- (b) the annuity payable by the **prudent discount recipient** under the **prudent discount** agreement

**prudent discount calculation period** means, for a **prudent discount**, the period—

- (a) starting at the start of the **prudent discount's start pricing year**, or estimated **start pricing year** assuming the **prudent discount** is approved; and
- (b) ending—
  - (i) for an **inefficient bypass prudent discount**, at the end of the remaining **economic life** of the **grid assets** the relevant **alternative project** would bypass, up to a maximum of 15 years after the start of the **prudent discount calculation period**; or
  - (ii) for a **stand-alone cost prudent discount**, 15 years after the start of the **prudent discount calculation period**

**prudent discount confirmation date** means, for a **prudent discount** decision, the date the following conditions are satisfied:

- (a) either—
  - (i) the relevant **customer** has confirmed to **Transpower** in writing that it does not intend to refer any aspect of **Transpower's** decision to an **independent expert**; or
  - (ii) the **customer** did not refer any aspect of **Transpower's** decision to an **independent expert** before time to do so expired under subclause 120(3); or
  - (iii) an **independent expert** has made final binding decisions on all aspects of **Transpower's** decision referred to the **independent expert**;
- (b) for an approved **prudent discount**, **Transpower** and the **customer** have entered into a **prudent discount** agreement for the **prudent discount**

**prudent discount practice manual** means a document **published** by **Transpower** containing assumptions and detailed methodologies that **Transpower**—

- (a) intends to apply for assessing **applications** for **prudent discounts**; and
- (b) does not expect to vary between **prudent discount applications** except according to whether the **application** is for an **inefficient bypass prudent discount** or **stand-alone cost prudent discount**

**prudent discount rate** means—

- (a) subject to paragraph 128(c), for an **inefficient bypass prudent discount**—
  - (i) if the applicant **customer** is a **distributor**, the **distributor's ID WACC** at the time of the **application** for the **prudent discount**; or
  - (ii) if the applicant **customer** is not a **distributor** but is subject to another regulated **WACC**, that **WACC**; or
  - (iii) otherwise, a **WACC** for the applicant **customer** determined by **Transpower** by applying the methodology for estimating **ID WACC** for **distributors** in the **EDB IMs**; or
- (b) for a **stand-alone cost prudent discount**, **Transpower's ID WACC** at the time of the **application** for the **prudent discount**

**prudent discount recipient** means a **customer** receiving a **prudent discount**

**prudent discount recovery charge** means a charge described in subclause 2(d), being a **BBI prudent discount recovery charge** or **residual prudent discount recovery charge**

**reassignment** means a reassignment of all or part of the **covered cost** of a **BBI** to **residual revenue**, and **reassigned** has a corresponding meaning

**reassignment amount** has the meaning in clause 97

**reassignment confirmation date** means, for a **reassignment** decision, the date any of the following conditions is satisfied:

- (a) the relevant **eligible person** has confirmed to **Transpower** in writing that it does not intend to refer any aspect of **Transpower's** decision to an **independent expert**;
- (b) **expert** the **eligible person** did not refer any aspect of **Transpower's** decision to an **independent** before time to do so expired under subclause 104(3) or paragraph 107(2)(c);
- (c) an **independent expert** has made final binding decisions on all aspects of **Transpower's** decision referred to the **independent expert**

**reassignment practice manual** means a document **published** by **Transpower** containing assumptions and detailed methodologies that **Transpower**—

- (a) intends to apply for assessing **applications** for **reassignment**; and
- (b) does not expect to vary between **reassignment applications**

**reassignment threshold** has the meaning in subclause 98(2)

**recent customer** means a **customer** who has been a member of a **regional customer group** for (as the case may be)—

- (a) less than 2 full **capacity years** during **CMP B** for the relevant **BBI**; or
- (b) less than 2 full **capacity years** during **CMP C** for the relevant **simple method period**

**recent load customer** means a **load customer** who is not a **pre-existing load customer**

**recoverable revenue** means, for a **pricing year**—

- (a) **maximum revenue** for the **pricing year**; less
- (b) any part of **maximum revenue** for the **pricing year** **Transpower** is able or required to recover other than through **transmission charges**, including by way of annuities paid by **prudent discount recipients**

**reduction event** means, for a **pre-existing load customer**, a reduction in the **pre-existing load customer's** expected **maximum gross demand** compared to the **pre-existing load customer's** **AMDR** baseline calculated under clause 70(1)—

- (a) of at least 10 **MW**; and
- (b) due to an event or series of directly related events that—
  - (i) occurred, or **Transpower** determines will occur, after the start of **CMP D** and before the start of the **first pricing year**; and
  - (ii) **Transpower** determines was, were or will be beyond the **pre-existing load customer's** reasonable control, not being—
    - (A) a change in the basis for calculating future transmission charges; or
    - (B) a change in the market for the **pre-existing load customer's** products or services, other than the services the **pre-existing load customer** supplies to an **embedded plant** owner connected to the **pre-existing load customer's** **local network** or **grid-connected plant** who is not a **related entity** of the **pre-existing load customer**; or
    - (C) any of the events specified in paragraph (d) of the definition of **force majeure event** in clause 1.1(1) of this Code occurring in respect of the **pre-existing load customer** or a **related entity** of the **pre-existing load customer**; or
    - (D) 1 or more events that could have been prevented by the **customer** by the exercise of a reasonable standard of care; and
- (c) that **Transpower** determines is reasonably likely to persist for at least 5 years after the event or series of directly related events occurred or will occur

**refurbishment investment** means a **transmission investment** that—

- (a) is asset refurbishment as defined in the **Transpower Capex IM**; or
- (b) would be asset refurbishment as defined in the **Transpower Capex IM** if an investment in a **transmission alternative** were an investment in the **grid**.

A **refurbishment investment** may also be a **compliance investment**

**regional customer group** means a **regional demand group** or **regional supply group**

**regional demand group** means a group of **customers** in a **modelled region** defined in, or determined by **Transpower** under—

- (a) for a **BBI** under the **price-quantity method**, subclause 50(2), 53(3), 55(4) or 55(3) depending on the type of **regional NPB** being calculated; and
- (b) for a **BBI** under the **resiliency method**, clause 58; and
- (c) for a **BBI** under the **simple method**, clause 63

**regional NPB** means **NPB** for a **regional customer group** calculated in accordance with, or assumed under, a **standard method** or the **simple method**

**regional supply group** means a group of **customers** in a **modelled region** defined in, or determined by **Transpower** under —

- (a) for a **BBI** under the **price-quantity method**, subclause 50(2), 54(3), 55(4) or 56(3) depending on the type of **regional NPB** being calculated; and
- (b) for a **BBI** under the **simple method**, clause 63

**regulatory asset base** or **RAB** means Transpower's record of **commissioned** assets and their depreciated values used to calculate **maximum revenue** under the **Transpower IMs**

**regulatory control period** or **RCP** means a regulatory period as defined in the **Transpower IPP**

**related entity** of a person means another person that controls, is controlled by, or is under common control with the first person, including a person that—

- (a) is a related company of the first person as defined in section 2(3) of the Companies Act 1993; or
- (b) would be a related company of the first person under that section if both the first person and the other person were companies registered under that Act

**reliability BBI** means a **post-2019 BBI** that is expected to reduce materially **curtailed energy** relative to the **post-2019 BBI's counterfactual** if there is an **outage** or other event or group of events affecting access to **transmission services**. A **reliability BBI** may also be a **market BBI** or **ancillary service BBI**, but cannot be a **resiliency BBI**

**reliability regional NPB** means **regional NPB** arising from changes in **curtailed energy**. **Reliability regional NPB** is calculated for **reliability BBIs**

**replacement cost** means, for a **grid asset** and subject to subclause 34(5), the cost of replacing the **grid asset**, either separately or as part of a group of **grid assets**, with a modern equivalent **grid asset** with the same service potential

**replacement cost adjustment factor** means, for a **grid asset** or group of **grid assets**, the **optimised replacement cost** for the **grid asset** or group of **grid assets** divided by the cost, as at (or about) 1 July 2006, of replacing the **grid asset** or group of **grid assets** with the then modern equivalent **grid asset** with the same service potential, as determined by **Transpower**

**replacement investment** means a **transmission investment** that—

- (a) is asset replacement as defined in the **Transpower Capex IM**; or
- (b) would be asset replacement as defined in the **Transpower Capex IM** if an investment in a **transmission alternative** were an investment in the **grid**.

A **replacement investment** may also be a **compliance investment**

**residual charge** means a charge described in subclause 2(e) and calculated under clause 68 for a **load customer** and **pricing year**

**residual charge adjustment event** has the meaning in subclause 92(1)

**residual charge adjustment factor** or **RCAF** means the factor calculated under clause 71 for a **load customer** and **pricing year**

**residual prudent discount recovery charge** means a charge calculated under subclause 138(3) for a **prudent discount**, **customer** and **pricing year**

**residual revenue** means, for a **pricing year**, **recoverable revenue** for the **pricing year** less all **transmission charges** for the **pricing year** other than **residual charges**. The minimum value of **residual revenue** for a **pricing year** is 0

**resiliency BBI** means a **post-2019 BBI** for which the investment need is primarily attributable to mitigating a risk of cascade failure or a **HILP event**. A **resiliency BBI** cannot also be a **market BBI**, **ancillary service BBI** or **reliability BBI**

**resiliency method** means the method for calculating **NPB** for a **resiliency BBI** specified in clauses 56 to 58

**reverse flow** means **electricity** exiting the **grid** at a **GXP** and entering the **grid** at another **GXP** as a result of a **GXP tie**

**scenario** means a **market scenario** or **outage scenario**

**Schedule 1 allocation** means, for a **Schedule 1 customer** and **Appendix A BBI**, the **Schedule 1 customer's** allocation for the **Appendix A BBI** specified in Schedule 1 of the **2020 guidelines** to 2 decimal places

**Schedule 1 beneficiary** means, for an **Appendix A BBI**, a **Schedule 1 customer** who has a positive **Schedule 1 allocation** for the **Appendix A BBI**

**Schedule 1 customer** means a person specified in Schedule 1 of the **2020 guidelines**, even if not a current **customer** at the time this definition is applied

**simple method** means the method for calculating **NPB** for a **low-value post-2019 BBI** specified in clauses 59 to 64

**simple method BBC cap** has the meaning in subclause 83(5B)

Clause 3 **simple method BBC cap**: inserted, on 10 April 2024, by clause 4 of the Electricity Industry Participation Code Amendment (Benefit-based Charge Adjustment Event: New Customer) 2024.

**simple method contribution** has the meaning in clause 64(7)

**simple method factor** has the meaning in subclause 61(2)

**simple method period** has the meaning in clause 60

**small regional loop** has the meaning in paragraph 20(1)(c)

**specified ancillary service** means **instantaneous reserve**, **frequency keeping** or **voltage support**

**specified pre-start adjustment event** means, for a **post-2019 BBI** and **pre-existing customer**, a **pre-start adjustment event** for the **post-2019 BBI** that would have been a **benefit-based charge adjustment event** in any of paragraphs 81(1)(d) to 81(1)(h) in respect of the **pre-existing customer**

**stand-alone cost prudent discount** means a discount of a **customer's transmission charges** provided under this **transmission pricing methodology** for the purpose in clause 133

**standard method** means the **price-quantity method** or **resiliency method**

**standard method calculation period** means, for a **BBI**, the period—

- (a) starting on the first 1 January after the **BBI's expected effective full commissioning date**; and
- (b) ending on the earlier of—
  - (i) 20 years after that 1 January; and
  - (ii) the end of the useful life of the **BBI**, as determined by **Transpower**

**standard method rate** means, for a **BBI**—

- (a) if the **BBI** is a **tested investment**, the pre-tax, real discount rate used when the **BBI** was assessed under the **investment test**, excluding discount rates used only for sensitivity analysis; or
- (b) otherwise—
  - (i) the applicable rate **published** in the **assumptions book**; or
  - (ii) if there is no applicable rate **published** in the **assumptions book**, the rate in clause D6(3)(a) of the **Transpower Capex IM**

**start pricing year** means—

- (a) for a **connection investment**, the first **pricing year** that starts after the end of the **financial year** during which the **connection investment** was **commissioned**; or
- (b) for a **BBI**, the first **pricing year** that starts after the end of the **financial year** during which the **BBI** was **commissioned** (which, for an **Appendix A BBI**, is the **first pricing year**); or

- (c) for a **SSCGU**, the first **pricing year** that starts at least 6 months (or such shorter period as **Transpower** may determine is practicable) after the date of the **SSCGU**; or
- (d) for a **reassignment**, the first **pricing year** that starts at least 6 months (or such shorter period as **Transpower** may determine is practicable) after the **reassignment confirmation date**; or
- (e) for an **inefficient bypass prudent discount** and subject to paragraph 122(2), the first **pricing year** that starts—
  - (i) at least 6 months (or such shorter period as **Transpower** may determine is practicable) after the **prudent discount confirmation date**; and
  - (ii) on or after a date determined by **Transpower** based on the time that would be required for the **prudent discount recipient** to implement the relevant **alternative project** if the project to implement the **alternative project** had started on the date **Transpower** received the **application** for the **inefficient bypass prudent discount**; or
- (f) for a **stand-alone cost prudent discount** and subject to paragraph 122(2), the first **pricing year** that starts at least 6 months (or such shorter period as **Transpower** may determine is practicable) after the **prudent discount confirmation date**

**station** means a substation or switching station

**substantial sustained increase** means, for **large plant**, an increase in the **large plant's** expected annual **electricity** consumption or generation (as the case may be)—

- (a) of at least 25% since the last time the relevant **customer's BBI customer allocations** for 1 or more **BBIs** were calculated, as assessed under subclause 81(4); and
- (b) that is not attributable to a **large upgrade** of the **large plant**; and
- (c) that **Transpower** determines is reasonably likely to persist for at least 5 years after the start of the relevant **event pricing year**

**substantial sustained change in grid use** or **SSCGU** means an event or series of directly related events that result in a change in expected total annual **injection** or **offtake**—

- (a) of at least 5% of average total annual **injection** or **offtake** (as the case may be) over **CMP F**; and
- (b) that **Transpower** determines is reasonably likely to persist for at least 5 years after the event or series of directly related events occurred

**supplying load customer** means, for a **connection location** and **trading period**, a **generator** who—

- (a) owns or controls **generating plant** connected to the **grid** at the **connection location**; and
- (b) has **embedded electricity** at the **connection location** of the type defined in paragraph 4(1)(d) for the **trading period**

**system limit** means a level of **supply**, **demand** or **electricity** flow at which the power system would not remain in a **satisfactory state** during and following an **outage scenario**, potentially requiring involuntary post-contingency generation or **demand** reduction

**system limit model** means a simplified model of the **grid** that—

- (a) models a **reliability BBI's factual, counterfactual, system limits** and **market scenarios**; and
- (b) applies the **reliability BBI's outage scenarios** to the **factual, counterfactual, system limits and market scenarios** to model the change in **curtailed energy** between the **reliability BBI's factual and counterfactual**

**TA opex** means operating costs for **transmission alternatives**

**tested investment** means a **connection investment** or **interconnection investment** that—

- (a) was approved by the Electricity Commission under section III of Part F of the **rules**; or
- (b) was individually approved by the **Commission** as a major capex project or listed project under the **Transpower Capex IM**; or
- (c) is a base capex project to which **Transpower** was required to apply a cost-benefit analysis under the **Transpower Capex IM**

**total gross energy** has the meaning in subclause 4(7)



**transmission charges** means the charges specified in clause 2

**transmission investment** means an investment by **Transpower** in the **grid** or a **transmission alternative**, including such an investment for which another person contributes to the capital, maintenance, operating or other cost under an **investment agreement**

**transmission services** means the following services provided by a **grid owner**:

- (a) electricity lines services, as defined in section 54C of the Commerce Act 1986, but excluding **system operator** services;
- (b) the provision of **transmission alternatives**

**Transpower Capex IM** means the *Transpower Capital Expenditure Input Methodology Determination 2012* [2012] NZCC 2

**Transpower IMs** means the *Commerce Act (Transpower Input Methodologies) Determination 2010* [2012] NZCC 17

**Transpower IPP** means the *Transpower Individual Price-Quality Path Determination 2020* [2019] NZCC 19

**Transpower operations facility** means a facility that is used by **Transpower** only to operate the **grid** and is not a **station**

**upgrade** means, for an asset or **plant**, to alter the asset or **plant** physically so that the asset's or **plant's** **capacity** is permanently increased

**unserved energy** (measured in kWh or **MWh**) means an amount by which **offtake** at 1 or more **GXP**s is curtailed

**unsupplied energy** (measured in kWh or **MWh**) means an amount by which **injection** at 1 or more **GIP**s is curtailed

**value of commissioned asset** has the meaning in the **Transpower IMs**

**value of lost load** or **VOLL** means, for a **reliability BBI**—

- (a) if the **reliability BBI** is a **tested investment**, the value of **unserved energy** used when the **reliability BBI** was assessed under the **investment test**, excluding values of **unserved energy** used only for sensitivity analysis; or
- (b) otherwise—
  - (i) the applicable value of **unserved energy published** in the **assumptions book**; or
  - (ii) if there is no applicable value of **unserved energy published** in the **assumptions book**, the value of **unserved energy** referred to in subclause 4(1) of Schedule 12.2 of this Code

**WACC** means weighted average cost of capital

**wholesale market model** means a simplified model of prices and quantities in the **wholesale market** for **electricity** (and only in that **wholesale market**) that—

- (a) models a **market BBI's factual, counterfactual** and **market scenarios**; and
- (b) assumes suppliers offer prices based on their marginal variable costs of supply; and
- (c) assumes perfectly inelastic demand up to 1 or more estimated costs of self-supply that are the same for all demand types; and
- (d) applies least-cost dispatch to the **market BBI's factual, counterfactual** and **market scenarios**, under the assumptions in paragraphs, (b) and (c) to model the change in prices and quantities in the **wholesale market** for **electricity** between the **market BBI's factual** and **counterfactual**

**write-down** means a reduction in an asset's **RAB** value or **value of commissioned asset** exclusively due to damage to, or destruction, stranding, decommissioning or disposal of, the asset, which may be a partial impairment or write-off

**zero RNPB investment region** has the meaning in subclause 83(12).

#### 4 Load Customers, Gross Energy and Maximum Gross Demand

- (1) The different types of **load customer** are shown in figures 1, 2, 3 and 4 below. In figures 1, 2, 3 and 4, “LN” means **local network**, “CP” means **consuming plant**, “GP” means **generating plant**, “NGN” means **non-grid network** and “POC” means a **grid point of connection**. This subclause (1) is subject to subclause (2):
- (a) In figure 1, a **customer** owning or controlling LN, CP or GP is an **offtake customer** to the extent of the **offtake** for the relevant **trading period**:
  - (b) In figure 2, a **customer** owning or controlling LN or CP is a **direct supplied load customer** to the extent of the generated **electricity** net of any coincident **injection** through LN or CP for the relevant **trading period (embedded electricity)**. The **embedded electricity** is referred to as the **direct supplied load customer’s embedded electricity** “at” POC and the relevant **connection location** for the **trading period**:
  - (c) In figure 3, a **customer** owning or controlling LN, **grid-connected CP** or **grid-connected GP** is an **indirect supplied load customer** to the extent of the generated **electricity** net of any coincident **injection** through LN or **grid-connected CP** for the relevant **trading period (embedded electricity)**. The **embedded electricity** is referred to as the **indirect supplied load customer’s embedded electricity** “at” POC and the relevant **connection location** for the **trading period**:
  - (d) In figure 4, a **customer** owning or controlling GP is a **supplying load customer** to the extent of the **embedded electricity** for the relevant **trading period**. The **embedded electricity** is referred to as the **supplying load customer’s embedded electricity** “at” POC and the relevant **connection location** for the **trading period**.

Figure 1

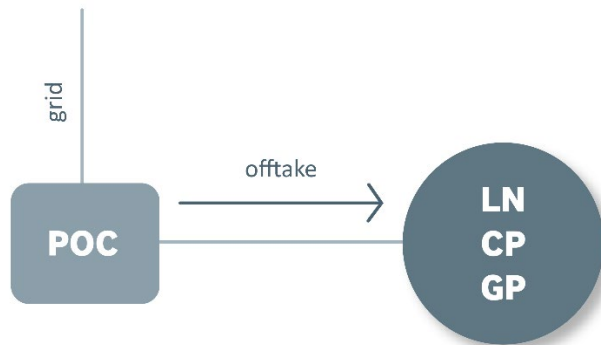


Figure 2

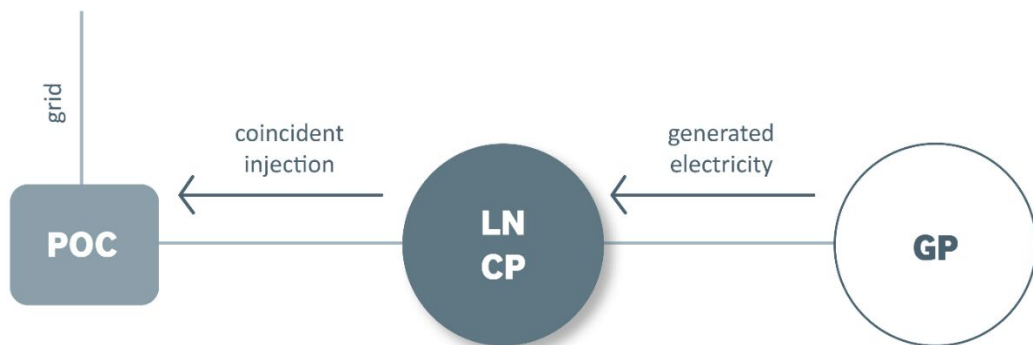
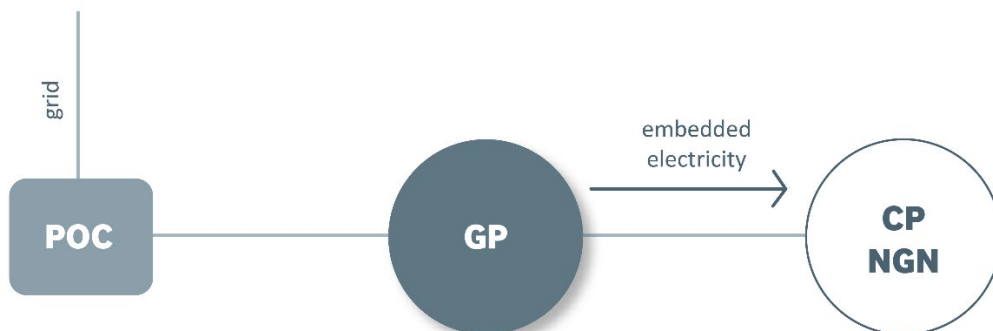


Figure 3



Figure 4



- (2) If—
- (a) GP in figure 2 above is **battery storage**, the generated **electricity** referred to in paragraph (1)(b) is deemed to be 0; or
  - (b) **embedded** GP in figure 3 above is **battery storage**, the generated **electricity** referred to in paragraph (1)(c) is deemed to be 0; or
  - (c) GP in figure 4 above is **battery storage**, the **embedded electricity** referred to in paragraph (1)(d) is deemed to be 0.
- (3) If **Transpower** determines it has insufficient information to determine whether, or the extent to which, an amount of **electricity** was generated by **battery storage**, **Transpower** must assume none of that amount of **electricity** was generated by **battery storage**.
- (4) If a configuration of **consuming plant** and **generating plant** connected to the **grid** is such that the **customer** may be treated as either a **direct supplied load customer** or **supplying load customer**, the **customer's** status as a **direct supplied load customer** or **supplying load customer** must be determined by **Transpower**.
- (5) **Gross energy** (measured in kWh or MWh) means, for a **load customer**, **connection location** or **grid point of connection**, and **trading period**—
- (a) the **load customer's** **offtake** at the **connection location** or **grid point of connection** for the **trading period**; plus
  - (b) the **load customer's** **embedded electricity** at the **connection location** or **grid point of connection** for the **trading period**.
- (6) **Maximum gross demand** (measured in kW or MW) means, for a **load customer**, **connection location** or **grid point of connection**, and period, the **load customer's** maximum per-**trading period** **gross energy** at the **connection location** or **grid point of connection** during the period multiplied by 2.
- (7) **Total gross energy** (measured in kWh or MWh) for a **load customer** and period (TGE) is calculated as follows:

$$TGE = \left( \sum_l \sum_t GE_{tl} \right) - E_{battery}$$

where

$GE_{tl}$  is the **load customer's** **gross energy** for **trading period**  $t$  at **connection location**  $l$  during the period

$E_{battery}$  is total **injection** from all of the **load customer's** **grid-connected** **battery storage** over the period, if any.

## 5 Commissioning

- (1) An asset is **commissioned** when it is first commissioned as defined in the **Transpower IMs**.

- (2) A **connection investment** or **interconnection investment** (including a **BBI**) is **commissioned** when the first **grid asset** or **transmission alternative** comprised in it is **commissioned** or started (as the case may be).
- (3) A **connection investment** or **interconnection investment** (including a **BBI**) is **fully commissioned** when all **grid assets** and **transmission alternatives** comprised in it are **commissioned** or started (as the case may be).
- (4) Subject to subclauses (1) to (3), the time an asset, **connection investment** or **interconnection investment** (including a **BBI**) is **commissioned** or **fully commissioned** is to be determined by **Transpower**.

## 6 Connection and Disconnection

In this **transmission pricing methodology**, unless the context otherwise requires—

- (a) an asset becomes connected to a **network** at a **point of connection** at the time the **point of connection** is **commissioned**; and
- (b) an asset becomes disconnected from a **network** at a **point of connection** at the time the **point of connection** is **decommissioned**; and
- (c) subject to paragraphs (a) and (b), the time an asset becomes connected to or disconnected from a **network** or **plant** is to be determined by **Transpower**; and
- (d) **plant** is **grid-connected** only if it is directly connected to the **grid**; and
- (e) **embedded plant** is connected to a **local network** or **grid-connected plant** if the **embedded plant** is—
  - (i) directly connected to the **local network** or **grid-connected plant**; or
  - (ii) indirectly connected to the **local network** or **grid-connected plant** through other **plant** or a **non-grid network**.

## 7 Large Plant

Where **Transpower** is required under this **transmission pricing methodology** to assess whether **plant**, or an **upgrade** or **de-rating** of **plant**, is **large**, **Transpower** may make that assessment by combining 2 or more units of **plant** that are—

- (a) of the same type (**consuming plant** or **generating plant**); and
- (b) owned by the same person or **related parties**,

if **Transpower** determines it is reasonable in all the circumstances to do so.

## 8 Interpretation

In this **transmission pricing methodology**, unless the context otherwise requires—

illustrated by the figure, table or associated commentary, the provisions being illustrated take precedence; and

- (a) all defined terms are shown in bold text; and
- (b) a term in bold text not defined in this **transmission pricing methodology** has the meaning given to it in Part 1 of this Code; and
- (c) any other grammatical form of a defined term has a corresponding meaning; and
- (d) if there is any inconsistency between the text description of a calculation for which there is formula and the formula, the formula takes precedence; and
- (e) if there is any inconsistency between an illustrative figure, table or associated commentary and the provisions of this **transmission pricing methodology** being
- (f) a reference to **Transpower** means **Transpower** in its capacity as a **grid owner**; and
- (g) a reference—
  - (i) to the singular includes the plural and vice versa; and

- (ii) to a person includes an individual, company, other body corporate, association, partnership, firm, joint venture, trust or Crown entity; and
- (iii) to a clause, subclause, paragraph, subparagraph, Part or figure is to a clause, subclause, paragraph, subparagraph or Part of, or figure in, this **transmission pricing methodology**; and
- (iv) to any legislation, including this Code, the **Transpower IPP**, the **Transpower IMs** and the **Transpower Capex IM**, includes that legislation as amended or replaced from time to time; and
- (h) the word "including" is to be read as "including, but not limited to", and the word "includes" is to be read as "includes, without limitation"; and
- (i) a reference to a preceding **financial year** is a reference to the most recent complete **financial year** that precedes the start of the **pricing year** in respect of which the relevant calculation is undertaken or assessment is made; and
- (j) a reference to a **plant** owner is a reference to the person who owns or controls the **plant**; and
- (k) a reference to a **customer's offtake, embedded electricity or injection** at a **connection location** is a reference to the **customer's offtake, embedded electricity or injection** at all **grid points of connection** at the **connection location** where the **customer offtakes electricity**, has **embedded electricity** or **injects electricity** (as the case may be); and
- (l) a reference to a **load customer's** (including an **offtake customer's**) or **injection customer's connection location**:
  - (i) is a reference to all **grid points of connection** at the **connection location** where the **load customer offtakes electricity** or has **embedded electricity** or where the **injection customer injects electricity** (as the case may be); and
  - (ii) does not include any **connection location** where the **load customer** does not **offtake electricity** or have **embedded electricity** or where the **injection customer** does not **inject electricity** (as the case may be).

*Calculation of Transmission Charges*

**9 Transmission Charges Calculated Separately**

A **customer** may be both a **load customer** and an **injection customer** at a **connection location** (but cannot be both an **offtake customer** and **injection customer** at the **connection location** for the same **trading period**). If a **customer** is both a **load customer** and an **injection customer** at a **connection location**, the **customer's transmission charges** are calculated separately for the **customer** as a **load customer** and an **injection customer**, except as otherwise stated in this **transmission pricing methodology**.

**10 Calculations and Estimations**

- (1) Except as otherwise stated in this **transmission pricing methodology**—
  - (a) any calculation or estimation of a value under this **transmission pricing methodology** (including any **transmission charge**) is to be carried out by **Transpower**; and
  - (b) any input to a calculation or estimation of a value under this **transmission pricing methodology** is to be determined by **Transpower**; and
  - (c) to the extent a calculation or estimation of a value under this **transmission pricing methodology** requires modelling, **Transpower** may use the modelling tools it uses in its business from time to time, which may change over time.
- (2) To avoid doubt, **Transpower** is not required to maintain its access to a modelling tool it no longer uses in its business merely for the purpose of verifying previous calculations or estimations of values under this **transmission pricing methodology** that were made using the modelling tool.
- (3) If this **transmission pricing methodology** specifies a source for an input to a calculation or estimation of a value under this **transmission pricing methodology** but the source is not available or the input is not included in or provided by the source, the input is to be determined by **Transpower**.

- (4) Except as otherwise stated in this Code, **Transpower** may use the following information to calculate **allocation data** and is not required to (but may) use any other information:
- (a) **metering information**:
  - (b) information required to be provided by the **reconciliation manager** to **Transpower** under this Code, including under clause 28(b) of Schedule 15.4 of this Code:
  - (c) other **reconciled quantities** published or made available to **Transpower**:
  - (d) **half-hour metering information** required to be provided by **generators** to **Transpower** under this Code, including under clauses 13.136, 13.137 and 13.137A of this Code:
  - (e) indications and measurements required to be provided by a **participant** to the **system operator** under this Code, including under Technical Code C of Schedule 8.3 of this Code, that are published or made available to **Transpower**.
- (5) Except as otherwise stated in this **transmission pricing methodology**, **connection customer allocations**, **BBI customer allocations** and any other **transmission charge** allocators, and adjustments to those allocators, are calculated without regard to the impact of any **prudent discount** or **previous discount**.
- (6) **Transpower** must calculate or estimate all values under this **transmission pricing methodology**—
- (a) that are **connection customer allocations**, **BBI customer allocations** or other **transmission charge** allocators intended to sum to 1 or 100%, to at least 4 decimal places (if expressed as a decimal) or 2 decimal places (if expressed as a percentage), and **Transpower** is not obliged to calculate or estimate the values any more precisely than that; and
  - (b) that are in units of dollars, to 2 decimal places; and
  - (c) that are **supply** or **demand**, in whole kW; and
  - (d) that are **electricity**, in whole kWh.
- (7) If, after any methodology in this **transmission pricing methodology** is applied—
- (a) the **connection customer allocations** for a **connection asset**; or
  - (b) the **BBI customer allocations** for a **BBI**; or
  - (c) any other **transmission charge** allocators that are intended to sum to 1 or 100%,
- do not sum to 1 or 100%, **Transpower** must adjust all of the relevant **transmission charge** allocators on a pro rata basis to achieve a sum of 1 or 100% or as close to 1 or 100% as practicable given the precision of the **transmission charge** allocators.
- (8) The **BBI customer allocations** specified in Appendix A do not sum to 100% for every **Appendix A BBI** because they have been rounded to 2 decimal places. However, **Transpower** has calculated those **BBI customer allocations** to a greater number of decimal places and must use those more precise **BBI customer allocations**, as adjusted under this **transmission pricing methodology**, to calculate **benefit-based charges** and the **benefit factors** for the **Appendix A BBIs**. References in this **transmission pricing methodology** to an **Appendix A allocation** are to be interpreted accordingly.
- (9) If an **ID WACC**, **PQ WACC** or other regulated **WACC** is determined by the relevant regulator on a post-tax and not pre-tax basis, and a pre-tax **WACC** based on the post-tax **WACC** is required for a calculation under this **transmission pricing methodology**, the pre-tax **WACC** ( $W_{pre-tax}$ ) must be calculated as follows:

$$W_{pre-tax} = W_{post-tax} \times \frac{1}{1 - r}$$

where

$W_{post-tax}$  is the post-tax **WACC**

$r$  is the corporate tax rate, as defined in the **Transpower IMs**, at the relevant time.

- (10) Subclause (9) also applies to calculating a post-tax **WACC** from a regulated pre-tax **WACC**, with a corresponding change to the formula.

## **11 Determinations**

- (1) Matters under this **transmission pricing methodology** determined by **Transpower** are determined in **Transpower's** sole discretion while acting—
- (a) reasonably; and
  - (b) subject to subclause (2), in accordance with **GAAP**; and
  - (c) subject to subclause (3), with reference to—
    - (i) information made available to **Transpower** by or on behalf of **participants** and other persons with an interest in the determination; and
    - (ii) **Transpower's** and (where published) other persons' financial and regulatory records, registers and disclosures, including the **RAB**; and
    - (iii) other information relevant to the determination **Transpower** is reasonably able to obtain.
- (2) If there is any inconsistency between the requirements of **GAAP** and the requirements of this **transmission pricing methodology**, this **transmission pricing methodology** takes precedence.
- (3) **Transpower** is not required to give equal weight to the information referred to in paragraph (1)(c).

## **12 Reverse Flow**

- (1) This clause 12 applies if all of the following conditions are satisfied:
- (a) a **customer** has an agreement with the **system operator** under clause 6 of Technical Code A of Schedule 8.3 of this Code;
  - (b) the **customer** has notified **Transpower** in writing that there is **reverse flow** at a **connection location** as a result of a **GXP tie** authorised under the agreement referred to in paragraph (a);
  - (c) the **customer** notified **Transpower** under paragraph 0 within 20 **business days** of the **reverse flow** starting;
  - (d) **Transpower** is reasonably satisfied there is **reverse flow** at the **connection location** as a result of a **GXP tie** authorised under the agreement referred to in paragraph (a).
- (2) Subject to subclause (3), **Transpower** must, despite anything else in this **transmission pricing methodology**—
- (a) adjust the **customer's allocation data** for the **connection location** to mitigate or eliminate the impact of the **reverse flow**, as determined by **Transpower**; and
  - (b) use the adjusted **allocation data** to calculate future **transmission charges**.
- (3) Subclause (2) does not apply to any **allocation data** used to calculate **regional NPB** for a **regional customer group** under the **simple method**.
- (4) **Transpower** must **publish** the details of any adjustment it makes under subclause (2) within 20 **business days** of making the adjustment.

## **13 Exceptional Operating Circumstances**

- (1) Subject to subclause (2), if **Transpower** determines—
- (a) a **Transpower** requirement, **system operator** requirement, or planned or unplanned **outage** has caused exceptional operating circumstances in the power system; and
  - (b) those circumstances have resulted in a **customer's allocation data** not reflecting normal operating circumstances in the power system (a distortion),
- Transpower** may, despite anything else in this **transmission pricing methodology**—



- (c) adjust the **allocation data** to mitigate or eliminate the distortion, as determined by **Transpower**; and
  - (d) use the adjusted **allocation data** to calculate future **transmission charges**.
- (2) Subclause (1) does not apply to any **allocation data** used to calculate **regional NPB** for a **regional customer group** under the **simple method**.
- (3) **Transpower** must **publish** the details of any adjustment it makes under subclause (1) within 20 **business days** of making the adjustment.

*General*

**14 Applications, Application Fees and Application Requirements**

- (1) **Transpower**—
  - (a) is not obliged to start assessing an **application**; and
  - (b) may suspend its assessment of, or reject, an **application**, if—
    - (c) the **application fee**, if any, for the **application** has not been paid; or
    - (d) the **application** does not comply with the relevant **application requirements**; or
    - (e) the applicant otherwise does not comply, or has not complied, with this **transmission pricing methodology** in relation to the **application**.
- (2) Subject to subclause (1), **Transpower** must—
  - (a) prioritise assessment of **applications** in the order they are received by **Transpower**; and
  - (b) complete its assessment of an **application** within a reasonable time of receiving it, having regard to the complexity of the **application** and the quality of the information provided by the applicant in support of it.
- (3) Any **application fee** must be reasonable having regard to **Transpower's** expected costs of assessing **applications** of the relevant type, and may be—
  - (a) fixed or based on actual costs; and
  - (b) capped or uncapped; and
  - (c) up-front or staged; and
  - (d) refundable or non-refundable.
- (4) **Application requirements** must be reasonable having regard to the matters relevant to **Transpower's** assessment of **applications** of the relevant type.

**15 Consultation on Transmission Charges**

- (1) **Transpower** must consult on the following matters with at least the following groups before the relevant **transmission charges** or adjustments to them are finalised:

subject matter	minimum group to be consulted
Proposed <b>annual connection charges</b>	<b>Customers</b> who will pay the <b>connection charges</b>
Proposed material adjustment to <b>connection charges</b> during a <b>pricing year</b>	<b>Customers</b> who will pay the adjusted <b>connection charges</b>
Proposed starting <b>BBI customer allocations</b> for a <b>post-2019 BBI</b> expected to be <b>high-value</b> when <b>fully commissioned</b>	Public consultation
Proposed adjustment to the <b>BBI customer allocations</b> for a <b>post-2019 BBI</b> due to a <b>SSCGU</b>	Public consultation
Other proposed material adjustment to the <b>BBI customer allocations</b> for a <b>post-2019 BBI</b> expected to be <b>high-value</b> immediately before the adjustment	<b>Customers</b> who are or will be <b>beneficiaries</b> of the <b>post-2019 BBI</b>
Proposed allocation of <b>residual charges</b> for a <b>pricing year</b>	All <b>load customers</b>
Proposed material adjustment to the allocation of <b>residual charges</b> during a <b>pricing year</b>	All <b>load customers</b>

- (2) **Transpower** must consult publicly on the proposed **modelled regions** and **regional NPBs** under the **simple method**, and proposed **simple method factors**, for—
- the first **simple method period**, before the start of the **first pricing year**; and
  - each subsequent **simple method period**, before the start of the **simple method period**.
- (3) Consultation—
- under subclause (1) on the proposed starting **BBI customer allocations** for a **high-value post-2019 BBI** or a proposed material adjustment to the **BBI customer allocations** for a **high-value post-2019 BBI**; and
  - under subclause (2)
- must include information about any material departures from the assumptions and methodologies **published** in the **assumptions book** and the reasons for those departures.
- (4) Consultation under subclause (1) on—
- the proposed starting **BBI customer allocations** for a **high-value post-2019 BBI**; or
  - a proposed material adjustment to the **BBI customer allocations** for a **high-value post-2019 BBI**, including due to a **SSCGU**,
- must include an estimate of the **high-value post-2019 BBI's covered cost** when **fully commissioned**.
- (5) Consultation under subclause (1) or (2) may occur as part of **Transpower** or **Commission** consultation required under the **Transpower Capex IM**, other parts of this Code, or **transmission agreements**, either before or after the start of the **first pricing year**.

**16 Information about Transmission Charges**

- (1) **Transpower** must provide each **customer** with reasonable information that is sufficient for the **customer** to understand the basis on which the **customer's annual charges** and **monthly charges** have been calculated. For a **load customer**, this information must include, for the relevant **pricing year**—
  - (a) the amount of otherwise unallocated operating costs included in **residual revenue**; and
  - (b) **reassignment amounts** included in **residual revenue**.
- (2) The information referred to in subclause (1) may be provided to a **customer** as part of **Transpower's** obligation under a **transmission agreement** to notify the **customer** of **annual charges, monthly charges** and changes to them, either before or after the start of the **first pricing year**.

## Part B Grid Asset Classification

### 17 Grid Assets and Land and Buildings

- (1) Subject to subclause (3), **grid assets** are **assets** and other works (including land, easements, leases and other interests in land, buildings, containment facilities and other structures, but excluding **Transpower's** fibre optic network) that—
- (a) comprise or support the **grid**; and
  - (b) are—
    - (i) owned by or leased to **Transpower**, provided that if the **assets** or other works are leased by **Transpower** to another person then the **assets** or other works will only be **grid assets** if **Transpower** has expressly agreed in writing with that person that the **assets** or other works are to be treated as **grid assets** for the purposes of this **transmission pricing methodology**; or
    - (ii) owned by another person and not leased to **Transpower**, but only if **Transpower** has expressly agreed in writing with that person that the **assets** or other works are to be treated as **grid assets** for the purposes of this **transmission pricing methodology**.
- (2) **Transpower's** provision of, or agreement to provide, **grid assets** that facilitate the connection of other **assets** to the **grid** does not constitute **Transpower's** agreement to treat the other **assets** as **grid assets** for the purposes of subparagraph (1)(b)(ii).
- (3) An asset that was, immediately before the start of the **first pricing year**—
- (a) treated as a **grid asset** under the **previous transmission pricing methodology**; and
  - (b) not owned by or leased to **Transpower**,
- will not cease to be a **grid asset** merely because neither subparagraph (1)(b)(i) nor subparagraph (1)(b)(ii) applies to the asset.
- (4) **Land and buildings** are **grid assets** that are land, easements, leases or other interests in land, buildings, oil containment facilities, or other structures that are not comprised in the **grid**.
- (5) **Land and buildings** that support a part of the **grid** are referred to as being “part of” that part of the **grid**, together with the **grid assets** that comprise that part of the **grid**.

### 18 Partial Funding of Grid Assets

Subject to other legal requirements and **GAAP**, a **grid asset** the capital cost of which is partially funded under an **investment agreement**—

- (a) may be represented in **Transpower's** financial and regulatory records, registers and disclosures, including the **RAB**, as multiple **grid assets**; and
- (b) those **grid assets** may be treated as separate **grid assets** for the purposes of calculating **transmission charges**,

as necessary or convenient to ensure **Transpower** does not under-recover the total cost of the **grid asset** through this **transmission pricing methodology** and the **investment agreement**. To avoid doubt, **Transpower** must not use its discretion under this clause to over-recover the total cost of a **grid asset**.

**19 Nodes and Links**

- (1) A **node** is any of the following:
  - (a) a **connection location**;
  - (b) a **station** that is not a **connection location**;
  - (c) a location in the **grid** where a circuit diverges or terminates (such as a “tee” point, or a deviation of a circuit within a **line** to connect to a **station** where the **line** does not terminate).
- (2) For the purposes of paragraph (1)(c)—
  - (a) a circuit does not “diverge” at a location merely because it changes direction at the location, or transitions from overhead to underground or vice versa at the location; and
  - (b) adjacent towers, poles or other structures at which a circuit diverges may be treated as a single location.
- (3) Subject to subclause (8), a **link** is either a single circuit or multiple parallel circuits (of the same voltage) that are **grid assets** and connect 2 **nodes** (and includes any **grid assets**, such as circuit breakers, that are required to connect the **link** at either **node**).
- (4) To avoid doubt—
  - (a) a **Transpower operations facility** is not a **node**; and
  - (b) a circuit or multiple parallel circuits that are **grid assets** and connect—
    - (i) a **node**; and
    - (ii) a **Transpower operations facility** that is not connected to any other **node**, is not a **link**.
- (5) Figures 5 and 6 below illustrate how **nodes** and **links** are identified under subclauses (1) to (4):
  - (a) Figure 5 shows a physical **grid** configuration. CL1, CL2 and CL3 are **connection locations**. TOF is a **Transpower operations facility**. T1, T2, T3 and T4 are towers. The lines are circuits between the **connection locations** or **Transpower operations facility** and the towers. All of the circuits are **grid assets** except the circuit between CL2 and CL3:
  - (b) Figure 6 shows the same **grid** configuration as figure 5 but in the form of **nodes** and **links**. **Nodes** N2, N4 and N5 correspond to **connection locations** CL1, CL2 and CL3 respectively. **Node** N1 corresponds to the divergence at tower T1. **Node** N3 corresponds to the divergence at towers T2 and T3, which are adjacent and treated as a single location. There is no **node** corresponding to tower T4 because the change of direction of the circuits at T4 is insufficient to constitute a divergence. There is no **node** corresponding to **Transpower operations facility** TOF because a **Transpower operations facility** is not a **node**. There is no **link** between N4 and N5 because the circuit between CL2 and CL3 is not a **grid asset**. There is no **link** between T3 and TOF because TOF is not a **node**.

Figure 5

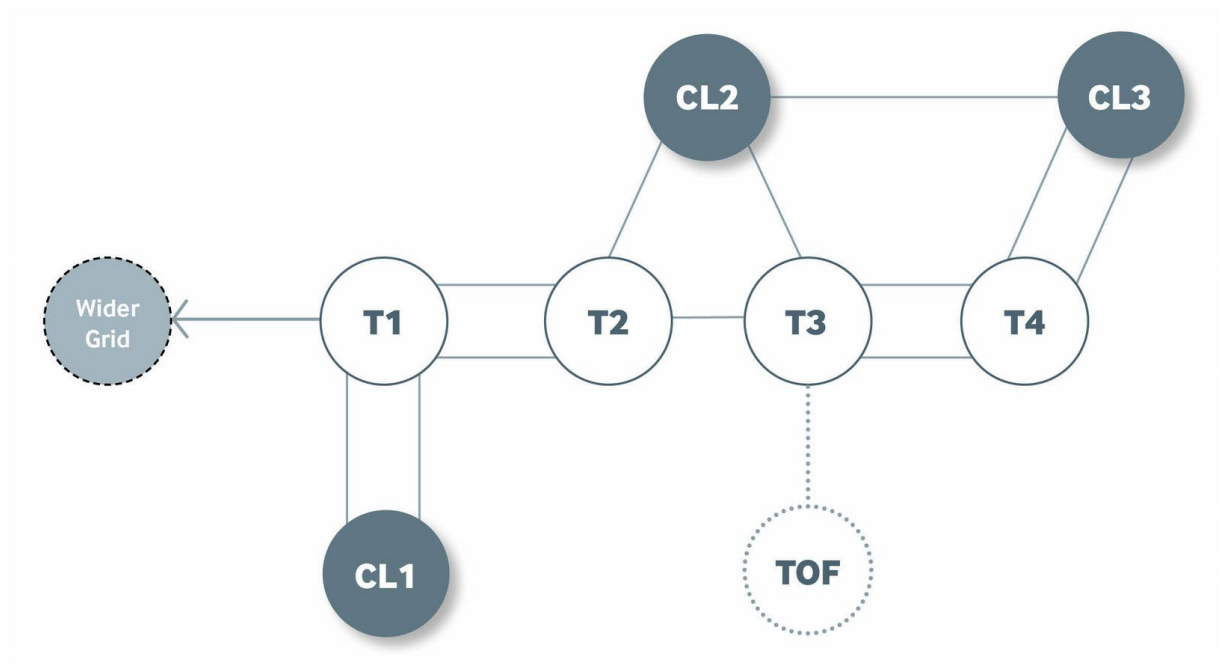
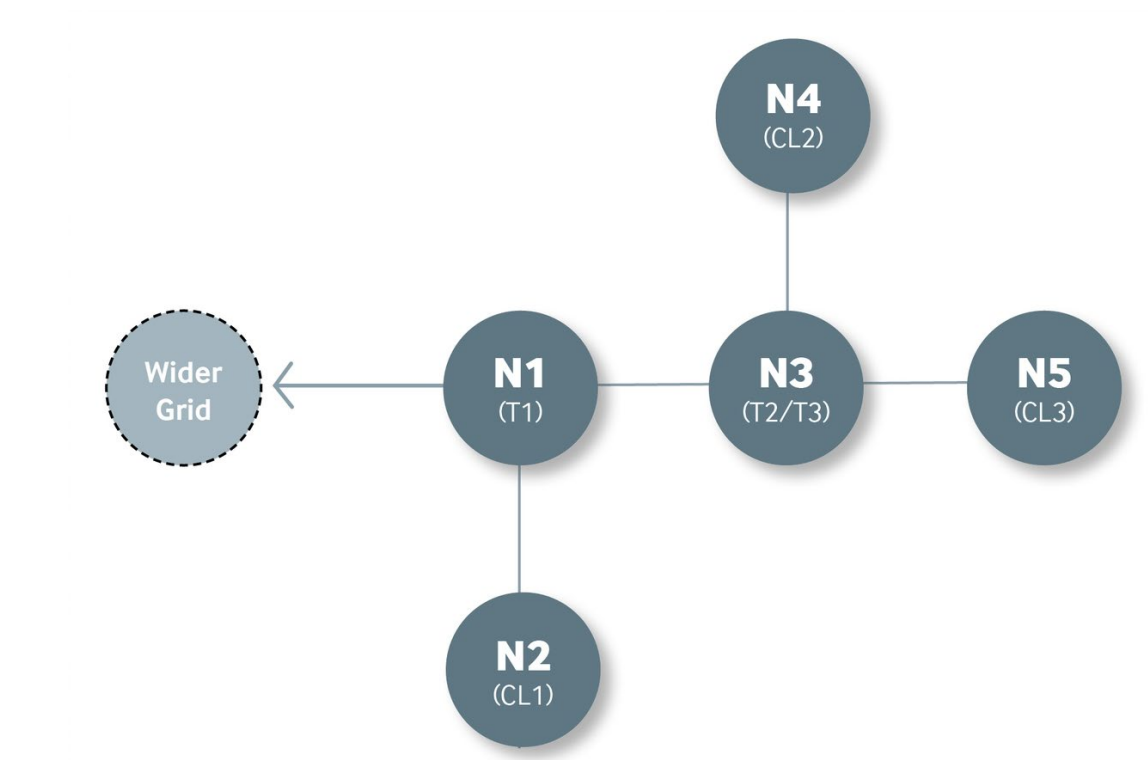


Figure 6



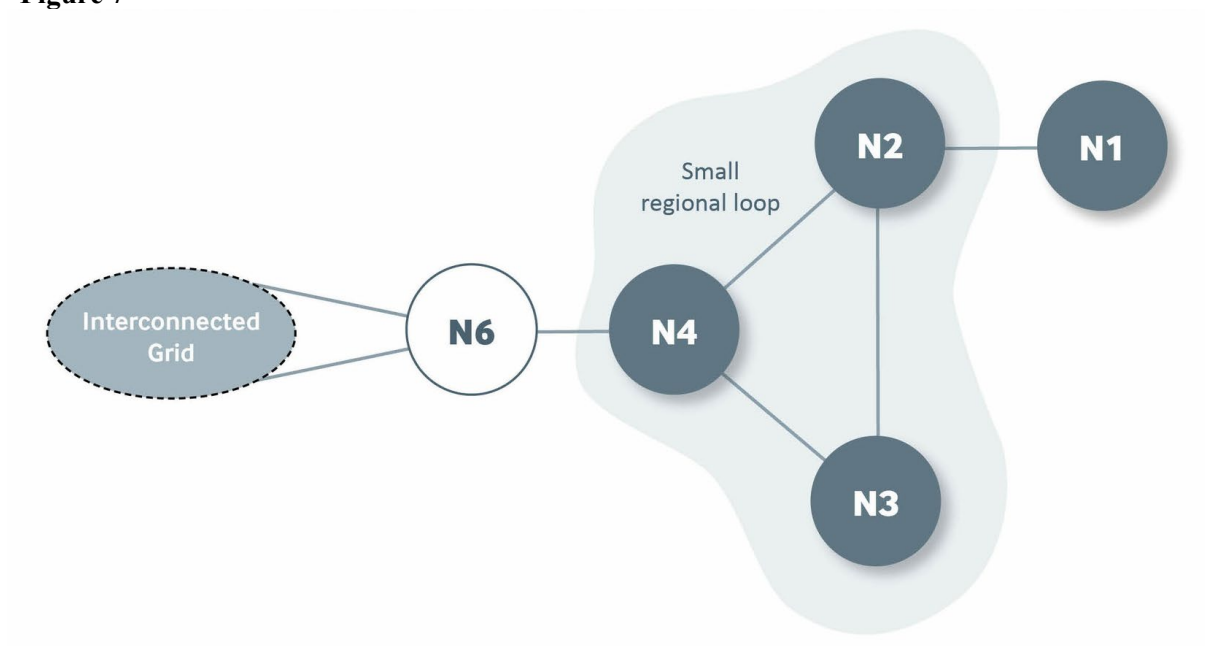
- (6) Subclauses (1) to (3) must be applied to identify **nodes** and **links** contemporaneously and not prospectively or retrospectively. If a **grid asset** is expected to change from being a **node** or **link** to not being a **node** or **link**, or vice versa, once a future event occurs (such as the **commissioning** or **decommissioning** of it or another **asset**), that does not affect the **node** or **link** status of the **grid asset** before the event occurs.

- (7) Subject to subclause (8), if a **grid asset** was a **node** or **link** before this **transmission pricing methodology** came into effect or before an event occurred, that does not prevent the **grid asset** ceasing to be a **node** or **link** when this **transmission pricing methodology** came into effect or when the event occurred, or vice versa.
- (8) A circuit or circuits that are not **grid assets** but, immediately before this **transmission pricing methodology** came into effect, comprised a “link” under the **previous transmission pricing methodology**—
  - (a) will be treated as a **link** despite not being **grid assets**; but
  - (b) will cease to be a **link** if the circuit or circuits otherwise cease to meet the requirements for comprising a **link** under this **transmission pricing methodology**.

## 20 Connection and Interconnection Nodes and Links

- (1) **Nodes** and **links** are identified as **connection nodes** or **connection links** or **interconnection nodes** or **interconnection links** according to the following rules:
  - (a) an **interconnection node** is any **node** connected to 2 or more **nodes** in a **loop**, other than a **small regional loop**:
  - (b) a **loop** is a continuous path of **nodes** and **links** with the same start and end **node**:
  - (c) a **small regional loop** is a **loop** between any group of **nodes** (excluding the **nodes** at the Benmore and Haywards substations) with only a single **link** from the **loop** to a **node** outside the **loop** that—
    - (i) is part of another **loop**; or
    - (ii) ultimately links to another **loop**, either directly or indirectly through other **nodes**:
  - (d) a **connection node** is any **node** that is not an **interconnection node**, including all **nodes** in a **small regional loop**:
  - (e) a **connection link** is a **link** with a **connection node** at 1 or both of its ends:
  - (f) an **interconnection link** is a **link** that connects 2 **interconnection nodes**.
- (2) Figures 7, 8 and 9 below illustrate how **small regional loops**, **interconnection nodes** and **links**, and **connection nodes** and **links** are identified under subclause (1):
  - (a) In figures 7 and 8, **nodes** N2, N3 and N4 comprise a **small regional loop** because in each case there is only 1 **link** (from N4) to another **loop**. In figure 7, the **link** from N4 to the other **loop** is direct because **interconnection node** N6 is part of the other **loop**. In figure 8, the **link** from N4 to the other **loop** is indirect through **connection node** N5. In figures 7 and 8, N2, N3 and N4 are **connection nodes** and the **links** between and to them are **connection links**. In figure 8, the **link** from N5 to N6 is also a **connection link**:
  - (b) In figure 9, **nodes** N2, N3 and N4 do not comprise a **small regional loop** because there is more than 1 **link** (from N3 and N4) to another **loop**. Even if the **link** from N4 to N6 did not exist, N2, N3 and N4 would still not comprise a **small regional loop** because there are 2 **links** to another **loop** from N3. In figure 9, N2, N3 and N4 are **interconnection nodes** and (apart from the **link** from **connection node** N1 to N2, which is a **connection link**) the **links** between and to them are **interconnection links**.

**Figure 7**



**Figure 8**

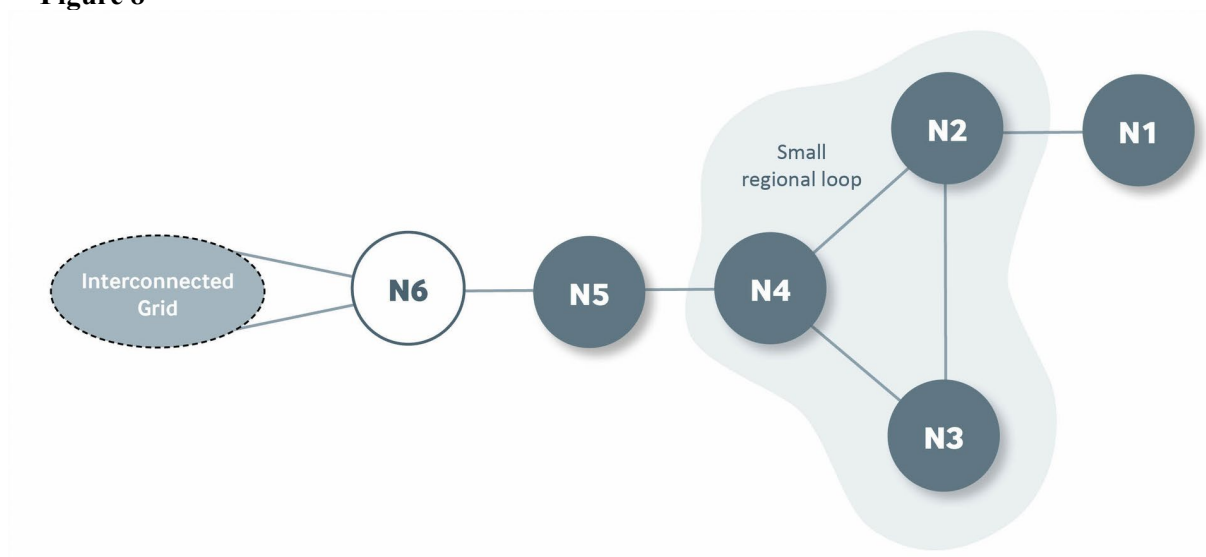
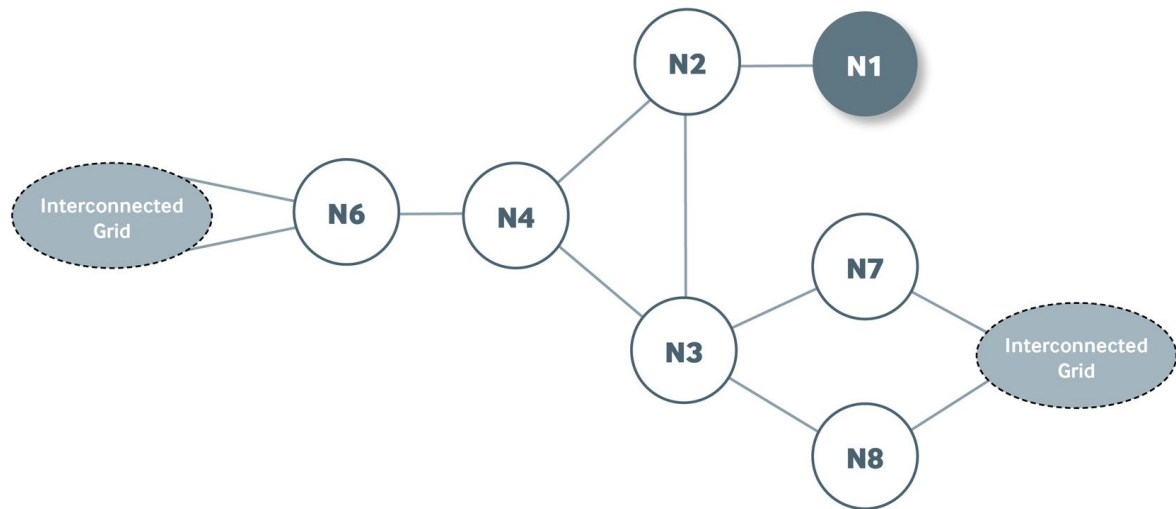




Figure 9



- (3) Subject to subclause (4), subclause (1) must be applied to classify **nodes** and **links** contemporaneously and not prospectively or retrospectively. If a **node** or **link** is expected to change from a **connection node** or **link** to an **interconnection node** or **link**, or vice versa, once a future event occurs (such as the **commissioning** or **decommissioning** of it or another **asset**), that does not affect the classification of the **node** or **link** before the event occurs.
- (4) If a group of **nodes** or **links** that are to be provided as part of the same project are **commissioned** in a staged manner, the **connection** or **interconnection** status of each **node** and **link** in the group must be determined prospectively based on all **nodes** and **links** in the group being **commissioned**. However—
  - (a) if all the **nodes** and **links** have not been **commissioned** by the start of the **pricing year** that is at least 9 months after the first **node** or **link** is **commissioned**—
    - (i) subclause (3) will apply from the start of that **pricing year** and not this subclause (4) (so that the **nodes** and **links** will be classified contemporaneously from the start of that **pricing year**); and
    - (ii) once all the **nodes** and **links** are **commissioned**, subclause (3) will apply from the start of the first **pricing year** that starts after the last **node** or **link** is **commissioned** (so that the **nodes** and **links** will be classified contemporaneously from the start of that **pricing year**); and
  - (b) this subclause (4) must not be applied to classify an **interconnection node** or **interconnection link** as a **connection node** or **connection link**.
- (5) If a **node** or **link** was classified as a **connection node** or **link** before this **transmission pricing methodology** came into effect or before an event occurred, that does not prevent the **node** or **link** being re-classified as an **interconnection node** or **link** when this **transmission pricing methodology** came into effect or when the event occurred, or vice versa.

## 21 Connection and Interconnection Assets

- (1) A **connection asset** is any of the following that is not an **HVDC asset**:
  - (a) a **grid asset** at a **connection node**, other than voltage support equipment that is not an **investment agreement asset**;
  - (b) at an **interconnection node** that is a **connection location**—
    - (i) any **grid asset** that is used to connect a **customer's assets** to the **grid**. This may include:

- (A) a supply transformer, feeder bay, or supply transformer high voltage or low voltage breaker;
- (B) a low voltage breaker, low voltage bus section breaker, voltage transformer, revenue meter, or other equipment that is on the same bus as a feeder; and
- (ii) a proportion of the **land and buildings** at the **connection location** ( $LB_{conn}$ ) calculated as follows:

$$LB_{conn} = \frac{RC_{conn\ total}}{RC_{total}}$$

where

$RC_{conn\ total}$  is the total **replacement cost** of all **grid assets** described in subparagraph (i) at the **connection location** at the end of the preceding **financial year**

$RC_{total}$  is the total **replacement cost** of all **grid assets** (excluding **land and buildings**) at the **connection location** at the end of the preceding **financial year**:

- (c) a **grid asset** that is part of a **connection link**. If a **line** is included in a **connection link** and 1 or more other **links**, the part of the **line** ascribed to the **connection link** must be determined according to the length of the **line** included in the **connection link** relative to the total length of the **line**.
- (2) An **interconnection asset** is any **grid asset** that is not a **connection asset**, and includes any **HVDC asset**.

## 22 Associating Connection Assets with Connection Locations and Customers

- (1) A **connection asset** that—
- (a) is at a **connection location**; or
  - (b) if the **connection location** is a **connection node**, connects the **connection location** (directly or indirectly) to an **interconnection node**,
- is referred to as a **connection asset** "for" the **connection location**, "that connects" (or other grammatical form of that phrase) the **customers** at the **connection location** and that those **customers** are "connected to" (or other grammatical form of that phrase).
- (2) A **customer** who owns or controls **assets** connected at a **connection location** is referred to as a **customer** "at" the **connection location**.
- (3) Subject to subclause (4), a **connection asset** for a **connection location** is referred to as "shared" between the **customers** at the **connection location**.
- (5) Figure 10 below is the **node** and **link** configuration in figure 7 above and illustrates how **connection assets** are associated with **connection locations** and **customers** under subclauses (1) to (3):
- (a) N1, N3, N4 and N6 are **connection locations** at which **customers** A, B, C, D and E are connected. The smaller circles within N1, N3, N4 and N6 are **connection assets** at those **connection locations** that connect the specific **customers** shown only:
  - (b) The following table shows which **connection assets** are "for" the **connection locations** at N1, N3, N4 and N6. The **links** with an asterisk are "deep" **connection assets** for the relevant

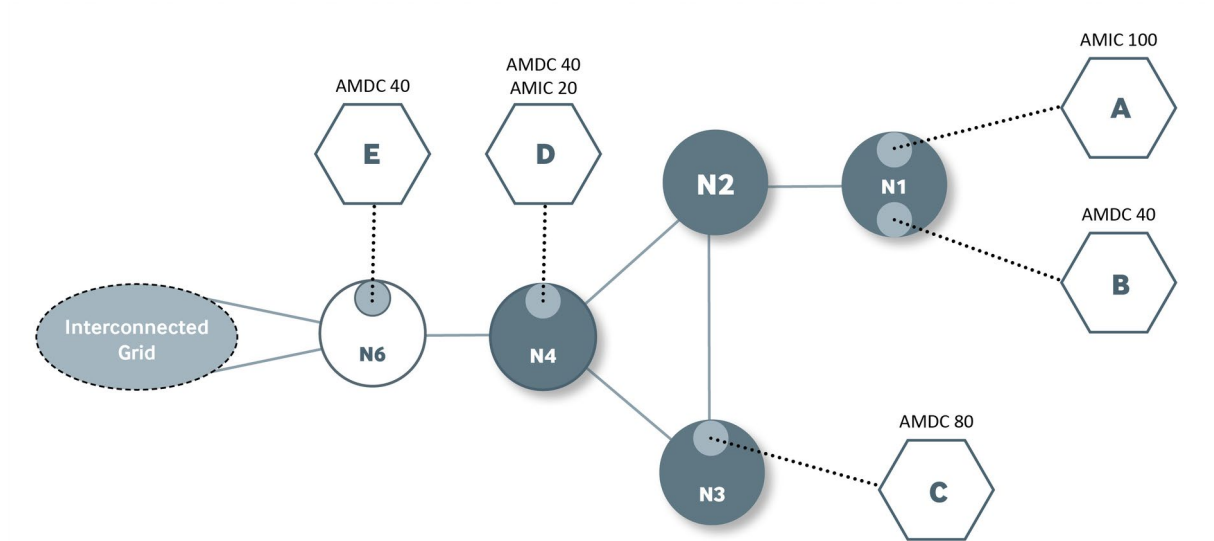
**connection location** because they are not located at, and do not directly connect to, the **connection location**:

connection assets	N1	N3	N4	N6
at <b>connection location</b>	Y	Y	Y	Y
in <b>link</b> N1-N2	Y	N	N	N
in <b>link</b> N2-N3	Y*	Y	N	N
in <b>link</b> N3-N4	Y*	Y	N	N
in <b>link</b> N2-N4	Y*	Y*	N	N
in <b>link</b> N4-N6	Y*	Y*	Y	N

- (c) The following table shows how the **connection assets** at and between N1, N2, N3, N4 and N6 are “shared” between **customers** A, B, C, D and E:

connection assets	sharing
at N1	shared between A and B, apart from A- or B-specific <b>connection assets</b>
at N2	shared between A, B and C
at N3	shared between A, B and C, apart from C-specific <b>connection assets</b>
at N4	shared between A, B, C and D, apart from D-specific <b>connection assets</b>
at N6	shared between A, B, C, D and E, apart from E-specific <b>connection assets</b>
in <b>link</b> N1-N2	shared between A and B
in <b>link</b> N2-N3	shared between A, B and C
in <b>link</b> N3-N4	shared between A, B and C
in <b>link</b> N2-N4	shared between A, B and C
in <b>link</b> N4-N6	shared between A, B, C and D

Figure 10



### 23 Discretion to Classify and Reclassify as Connection Asset

- (1) Despite anything else in this **transmission pricing methodology**, **Transpower** may classify or (subject to subclause (2)) reclassify any **grid asset** that would otherwise be an **interconnection asset** as a **connection asset** if **Transpower** determines—
  - (a) the **grid asset** provides or will provide **transmission services** to 1 or more **customers** of a type and nature typically provided by **connection assets**; and
  - (b) the **grid asset** does not provide or will not provide any material **transmission services** of a type and nature typically provided by **interconnection assets**; and
  - (c) it is reasonable in all the circumstances to classify or reclassify the **grid asset** as a **connection asset**.
- (2) **Transpower** must not reclassify a **grid asset** as a **connection asset** under subclause (1) retrospectively.
- (3) **Transpower** must—
  - (a) before classifying or reclassifying a **grid asset** as a **connection asset** under subclause (1), consult with all **customers** who will be connected to the **grid asset**. This consultation may occur either before or after the start of the **first pricing year**; and
  - (b) notify those **customers** of **Transpower's** decision whether or not to classify or reclassify the **grid asset** as a **connection asset** under subclause (1).
- (4) A **customer** referred to in subclause (3) may, within 20 days of **Transpower** notifying the **customer** of **Transpower's** decision, refer **Transpower's** decision under subclause (1) to an **independent expert** for review.
- (5) The **independent expert's** decision will be binding on **Transpower** and the **customer**, and will have effect as if **Transpower** had made the decision itself, except that the **customer** may not refer the decision to an **independent expert** again.
- (6) The costs of the **independent expert** must be met by the **customer** unless the **independent expert** decides **Transpower's** decision was unreasonable, in which case **Transpower** may be required to meet all or some of the costs of the required to meet all or some of the costs of the **independent expert**, as determined by the **independent expert**.

## Part C Connection Charges

### 24 Calculation of Connection Charges

- (1) Only **customers** connected to **connection assets** pay **connection charges**.
- (2) A **customer's annual connection charge** for a **connection asset**, **connection location** and **pricing year** (CC) is calculated as follows:

$$CC = ((A + FA + M + O) \times CA) - RBT$$

where

A is the asset component for the **connection asset** and **pricing year** calculated under clause 26

FA is the **customer's funded asset** component for the **connection asset** and **pricing year** calculated under clause 28

M is the maintenance component for the **connection asset** and **pricing year** calculated under clause 30

O is the operating component for the **connection asset** and **pricing year** calculated under clause 31

CA is the **customer's connection customer allocation** for the **connection asset**, **connection location** and **pricing year**

RBT is the **customer's funded asset** rebate for the **connection asset**, **connection location** and **pricing year** calculated under clause 29.

- (3) A **customer's annual connection charge** for a **connection location** and **pricing year** (ACC) is calculated as follows:

$$ACC = \sum_a CC_a$$

where  $CC_a$  is the **customer's annual connection charge** for **connection asset** a for the **connection location** and **pricing year**.

- (4) A **customer's annual connection charge** for a **connection transmission alternative** and **pricing year** (TACC) is calculated as follows:

$$TACC = TAC \times \frac{\sum_l ACC_l}{\sum_l ACC_{l\ total}}$$

where

TAC is the **TA opex** for the **connection transmission alternative** and preceding **financial year**, less any contribution to the **TA opex** under **investment agreements**

$ACC_l$  is the **customer's annual connection charge** for **connection location l** and the previous **pricing year**, where **connection location l** is a **connection location** that would be connected by a **connection asset** for which the **connection transmission alternative** is an alternative

$ACC_{l\text{ total}}$  is the total of all **customers' annual connection charges** for **connection location l** and the previous **pricing year**.

- (5) A **customer's monthly connection charge** for a **pricing year** (MCC) is calculated—  
(a) for a **connection location**, as follows:

$$MCC = \frac{ACC}{12}$$

where ACC is the **customer's annual connection charge** for the **connection location** and **pricing year**; and

- (b) for a **connection transmission alternative**, as follows:

$$MCC = \frac{TACC}{12}$$

where TACC is the **customer's annual connection charge** for the **connection transmission alternative** and **pricing year**.

- (6) **Connection charges** are calculated for each **pricing year** before the start of the **pricing year**.  
(7) A **connection charge** may be adjusted, including during a **pricing year**, under clauses 76 to 80 if there is a **connection charge adjustment event**.

## 25 Start of Connection Charges

Except as otherwise required under any relevant **transmission agreement**, **Transpower** must start the **connection charges** for a **connection investment** from the **connection investment's start pricing year**. To avoid doubt, this clause does not apply to charges under an **investment agreement**.

Clause 25: amended, on 31 July 2023, by clause 6 of the Electricity Industry Participation Code Amendment (Transmission Pricing Methodology Amendments) 2023.

## 26 Asset Component

- (1) Subject to subclause (2), **Transpower** may designate a **connection asset**, or an actual or notional part of a **connection asset**, as anticipatory for a **pricing year** if—  
(a) the **connection asset** or part of the **connection asset** was **commissioned** at or after the start of the **first pricing year**; and  
(b) **Transpower** determines that the **connection asset** or part of the **connection asset** is not likely to be required during the **pricing year** by the **customers** connected to the **connection asset**.
- (2) Once **Transpower** has designated a notional part of a **connection asset** as anticipatory for a **pricing year** under subclause (1), **Transpower** must not designate a greater notional part of the **connection asset** or the whole **connection asset** as anticipatory for any subsequent **pricing year**.
- (3) A **connection asset** or part of a **connection asset** designated as anticipatory for a **pricing year** under subclause (1) is an **anticipatory connection asset** for the **pricing year**. If the **anticipatory connection asset** is part of a larger **connection asset** then, for the purposes of

this clause 26 and clause 27, the larger **connection asset** is treated as two separate **connection assets** for the **pricing year**, being the **anticipatory connection asset** and the part of the larger **connection asset** that is not anticipatory for the **pricing year**.

- (4) Whether or not a **connection asset** or part of a **connection asset** is an **anticipatory connection asset** for a **pricing year** must be determined by **Transpower** having regard to the extent to which—
- (a) the **customers** connected to the **connection asset** have agreed to fund the **connection asset** under **investment agreements**; and
  - (b) the **connection asset** is likely to be required to meet the requirements of the **customers** connected to the **connection asset** and cover reasonable **grid** contingencies during the **pricing year**.
- (5) Half of the capital cost of an **anticipatory connection asset** is recovered through the asset component of **connection charges**. The other half of the capital cost of the **anticipatory connection asset** is recovered through **benefit-based charges** for the relevant **anticipatory BBI** (see clause 27).
- (6) The asset component of the **connection charge** for a **connection asset** and **pricing year** (A) allocates a portion of the capital cost of all **connection assets** to the **connection asset**, and is calculated as follows:

$$A = (ARR \times RC) + (DARR \times RC')$$

where

ARR is the **connection asset** return rate for the **pricing year** calculated under subclause (7)

RC is—

- (a) 0 if the **connection asset** is an **investment agreement asset** or **anticipatory connection asset**; or
- (b) otherwise, the **replacement cost** of the **connection asset** at the end of the preceding **financial year**

DARR is the discounted **connection asset** return rate for the **pricing year** calculated under subclause (8)

RC' is—

- (a) 0 if the **connection asset** is an **anticipatory connection asset**; or
- (b) otherwise, the **replacement cost** of the **connection asset** at the end of the preceding **financial year** (even if the **connection asset** is an **investment agreement asset**).

- (7) The **connection asset** return rate for a **pricing year** (ARR) is calculated as follows:

$$ARR = \frac{(r \times (V_{total} - V_{total\ anticipatory})) + (D_{total} - D_{total\ anticipatory})}{RC_{total}}$$

where

r is **Transpower's PQ WACC** (pre-tax) for the **pricing year**

V<sub>total</sub> is the total **closing RAB** value of all **connection assets** for the preceding **financial year**

$V_{\text{total anticipatory}}$	is the part of $V_{\text{total}}$ attributable to <b>anticipatory connection assets</b> , as determined by <b>Transpower</b>
$D_{\text{total}}$	is total <b>depreciation</b> of all <b>connection assets</b> other than <b>investment agreement assets</b> during the preceding <b>financial year</b> , excluding <b>accelerated depreciation</b>
$D_{\text{total anticipatory}}$	is the part of $D_{\text{total}}$ attributable to <b>anticipatory connection assets</b> , as determined by <b>Transpower</b>
$RC_{\text{total}}$	is the total <b>replacement cost</b> of all <b>connection assets</b> other than <b>investment agreement assets</b> and <b>anticipatory connection assets</b> at the end of the preceding <b>financial year</b> .

- (8) The discounted **connection asset** return rate for a **pricing year** (DARR) is calculated as follows:

$$DARR = \frac{(r \times V_{\text{total anticipatory}}) + D_{\text{total anticipatory}}}{RC'_{\text{total}}} \times 0.5$$

where

$r$	is <b>Transpower's PQ WACC</b> (pre-tax) for the <b>pricing year</b>
$V_{\text{total anticipatory}}$	is the part of the total <b>closing RAB value</b> of all <b>connection assets</b> for the preceding <b>financial year</b> attributable to <b>anticipatory connection assets</b> , as determined by <b>Transpower</b>
$D_{\text{total anticipatory}}$	is the part of total <b>depreciation</b> of all <b>connection assets</b> other than <b>investment agreement assets</b> during the preceding <b>financial year</b> , excluding <b>accelerated depreciation</b> , attributable to <b>anticipatory connection assets</b> , as determined by <b>Transpower</b>
$RC'_{\text{total}}$	is the total <b>replacement cost</b> of all <b>connection assets</b> (including <b>connection assets</b> that are <b>investment agreement assets</b> ) other than <b>anticipatory connection assets</b> at the end of the preceding <b>financial year</b> .

Clause 26(4)(a) and (b): amended, on 31 July 2023, by clause 7 of the Electricity Industry Participation Code Amendment (Transmission Pricing Methodology Amendments) 2023.

## 27 Anticipatory BBIs

- (1) The **benefit-based charges** for **anticipatory BBIs** recover the part of the capital cost of **anticipatory connection assets** that is not recovered through the asset component of **connection charges**, specifically half of that capital cost.
- (2) For each **anticipatory connection asset** for a **pricing year** there is deemed to be a **commissioned BBI** (an **anticipatory BBI**) for the **pricing year** (only for the purpose of recovering half of the capital cost of the **anticipatory connection asset**)—
  - (a) that comprises the **anticipatory connection asset**; and
  - (b) that has a **covered cost** for the **pricing year** (CVC) calculated as follows:

$$CVC = ((r \times V_{\text{anticipatory}}) + D_{\text{anticipatory}}) \times 0.5$$

where



$r$  is **Transpower's PQ WACC** (pre-tax) for the **pricing year**

$V_{\text{anticipatory}}$  is the part of the total **closing RAB value** for the preceding **financial year** attributable to the **anticipatory connection asset**, as determined by **Transpower**

$D_{\text{anticipatory}}$  is the part of total **depreciation** during the preceding **financial year**, excluding **accelerated depreciation**, attributable to the **anticipatory connection asset**, as determined by **Transpower**; and

- (c) for which the **start pricing year** is the **pricing year**; and
  - (d) for which a **customer's individual NPB** is calculated under the **simple method**, subject to the modifications in subclause (3) and even if the **anticipatory BBI's deemed covered cost** for the **pricing year** under paragraph (b) is more than the base capex threshold as defined in the **Transpower Capex IM**.
- (3) The modifications referred to in paragraph 2(d) are as follows:
- (a) If **Transpower** determines the **anticipatory BBI** is primarily to allow for a future increase in **offtake**, the **anticipatory BBI's regional customer groups** are limited to **regional supply groups**;
  - (b) If **Transpower** determines the **anticipatory BBI** is primarily to allow for a future increase in **injection**, the **anticipatory BBI's regional customer groups** are limited to **regional demand groups**.

## 28 Funded Asset Component

- (1) The **funded asset** component of the **connection charge** ensures that **non-contributing customers** pay part of the capital cost of **funded assets** through their **connection charges**.
- (2) A **customer's funded asset** component for a **connection asset** is 0 unless—
  - (a) the **connection asset** is a **funded asset**; and
  - (b) the **customer** is, but for the **funded asset** component, a **non-contributing customer** for the **funded asset**; and
  - (c) there is, in respect of the **customer**, at least one **prior contributing customer** who has a non-zero **connection customer allocation** for the **funded asset**.

Clause 28(2)(b) amended, on 17 June 2024, by clause 6(1) of the Electricity Industry Participation Code Amendment (Transmission Pricing Methodology Related Amendments) 2024.

Clause 28(2)(c) inserted, on 17 June 2024, by clause 6(2) of the Electricity Industry Participation Code Amendment (Transmission Pricing Methodology Related Amendments) 2024.

- (3) Subject to subclauses (4) and (5), a **non-contributing customer's funded asset** component for a **funded asset** and **pricing year** (FA) is calculated as follows:

$$FA = TF \times \frac{EL_{\text{remain}}}{EL_{\text{total}}} \times \frac{1}{10}$$

where

$TF$  is the total amount paid, or expected to be paid, towards the capital cost of the **funded asset** under all **investment agreements**

$EL_{\text{remain}}$  is the remaining **economic life** of the **funded asset** at the end of the **pricing year** during which the **non-contributing customer** connected to the **funded asset**

$EL_{\text{total}}$  is the total **economic life** of the **funded asset**, including any part of it that has elapsed.

- (4) The **non-contributing customer's funded asset** component for the **funded asset** applies for 10 consecutive **pricing years** only, starting with the **pricing year** after the **pricing year** during which the **non-contributing customer** connected to the **funded asset**.
- (5) If the **non-contributing customer** agrees with 1 or more **prior contributing customers** to contribute towards the capital cost of a **funded asset**—
- (a) subclause (3) applies to the **funded asset** subject to that agreement; and
  - (b) the agreement is deemed to be an **investment agreement** for the **funded asset** (even if **Transpower** is not a party to it).

## 29 Funded Asset Rebate

- (1) A **non-contributing customer's funded asset** component for a **funded asset** and **pricing year** is rebated to each **prior contributing customer** for the **funded asset** in respect of the **non-contributing customer**.
- (2) A **customer's funded asset** rebate for a **connection asset** and **pricing year** is 0 unless—
- (a) the **connection asset** is a **funded asset**; and
  - (b) a **non-contributing customer** pays a **funded asset** component for the **funded asset** and **pricing year**; and
  - (c) the **customer** is a **prior contributing customer** for the **funded asset** in respect of the **non-contributing customer**.
- (3) Subject to subclause (4), **prior contributing customer c's funded asset** rebate of **non-contributing customer i's funded asset** component for a **connection location** and **pricing year** ( $RBT_c$ ) is calculated as follows:

$$RBT_c = FA_i \times CA_i \times \frac{CA_c}{CA_{prior\ total}}$$

where

$FA_i$  is **non-contributing customer i's funded asset** component for the **funded asset** and **pricing year**

$CA_i$  is **non-contributing customer i's connection customer allocation** for the **funded asset, connection location** and **pricing year**

$CA_c$  is **prior contributing customer c's connection customer allocation** for the **funded asset, connection location** and **pricing year**

$CA_{prior\ total}$  is the total of all **prior contributing customers' (including prior contributing customer c's) connection customer allocations** for the **funded asset, connection location** and **pricing year**.

- (4) Subclause (3) applies subject to any agreement of the type referred to in subclause 28(5).

## 30 Maintenance Component

- (1) The maintenance component of the **connection charge** for a **connection asset** and **pricing year** ( $M$ ) allocates to the **connection asset** a portion of **Transpower's** total maintenance costs for all **connection assets**, and is calculated as follows:

$$M = MC \times (1 - ICR_{maint})$$

where

MC is the maintenance cost component for the **connection asset** and **pricing year** calculated under subclause (2)

ICR<sub>maint</sub> is the percentage of the maintenance cost for the **connection asset** and **pricing year** expected to be recovered by **Transpower** under **investment agreements**, expressed as a decimal and no more than 1.

- (2) The maintenance cost component for the **connection asset** and **pricing year** (MC) is—
- (a) if the **connection asset** is located at a **station**, the **station** maintenance cost component for the **pricing year** calculated under subclause (3); or
- (b) if the **connection asset** is a **line**, the **line** maintenance cost component for the **pricing year** calculated under subclause (5).
- (3) The **station** maintenance cost component for the **connection asset** and **pricing year** (MC<sub>station</sub>) is calculated as follows:

$$MC_{station} = MRR_{station} \times RC$$

where

MRR<sub>station</sub> is the **station** maintenance recovery rate for the **pricing year** calculated under subclause (4)

RC is the **replacement cost** of the **connection asset** at the end of the preceding **financial year**.

- (4) The **station** maintenance recovery rate for a **pricing year** (MRR<sub>station</sub>) is calculated as follows:

$$MRR_{station} = \frac{AMC_{station\ total}}{RC_{station\ total}}$$

where

AMC<sub>station total</sub> is the average over the preceding 4 **financial years** of **Transpower's** maintenance costs for all **connection assets** located at **stations**

RC<sub>station total</sub> is the total **replacement cost** of all **connection assets** located at **stations** at the end of the preceding **financial year**.

- (5) The **line** maintenance cost component is calculated using a **line** maintenance recovery rate that depends on the **line** type. The different **line** types (all AC) used are—
- (a) 220kV or higher voltage tower **lines**; and
- (b) other tower **lines**; and
- (c) pole **lines**; and
- (d) underground cable **lines**.
- (6) The **line** maintenance cost component for the **connection asset** and **pricing year** (MC<sub>line</sub>) is calculated as follows:

$$MC_{line} = MRR_{line\ t} \times L$$

where

$MRR_{line\ t}$  is the **line** maintenance recovery rate for the **connection asset's line** type  $t$  and the **pricing year** calculated under subclause (7)

$L$  is the **line** length (in km) of the **connection asset** at the end of the preceding **financial year**.

- (7) Subject to subclause (8), the **line** maintenance recovery rate for **lines** of type  $t$  and a **pricing year** ( $MRR_{line\ t}$ ) is calculated as follows:

$$MRR_{line\ t} = \frac{AMC_{line\ t\ total}}{L_{t\ total}}$$

where

$AMC_{line\ t\ total}$  is the average over the preceding 4 **financial years** of **Transpower's** maintenance costs for all **connection assets** that are **lines** of type  $t$

$L_{t\ total}$  is the total **line** length (in km) of all **connection assets** that are **lines** of type  $t$  at the end of the preceding **financial year**.

- (8) **Transpower** may estimate the **line** maintenance recovery rate for underground cable **lines** if **Transpower** determines it has insufficient data to carry out the calculation in subclause (7) for underground cable **lines**.

### 31 Operating Component

- (1) The operating component of the **connection charge** for a **connection asset** and **pricing year** ( $O$ ) allocates to the **connection asset** a portion of **Transpower's** total operating costs for all **AC assets**, and is calculated as follows:

$$O = OC \times (1 - ICR_{op})$$

where

$OC$  is the operating cost component for the **connection asset** and **pricing year** calculated under subclause (2)

$ICR_{op}$  is the percentage of the operating cost for the **connection asset** and **pricing year** expected to be recovered by **Transpower** under **investment agreements**, expressed as a decimal and no more than 1.

- (2) The operating cost component for the **connection asset** and **pricing year** ( $OC$ ) is calculated as follows:

$$OC = ORR \times (S - (0.1 \times S_{cust}))$$

where

$ORR$  is the operating recovery rate for the **pricing year** calculated under subclause (3)

$S$  is the number of switches that are part of the **connection asset** at the end of the preceding **financial year**

$S_{cust}$  is the number of switches that are part of the **connection asset** and operated by a **customer** at the end of the preceding **financial year**.

- (3) The operating recovery rate for the **pricing year** (ORR) is calculated as follows:

$$ORR = \frac{OC_{switch\ total}}{(S_{total} - (0.1 \times S_{cust\ total}))}$$

where

$OC_{switch\ total}$  is **Transpower's** total operating costs for all **AC switches** over the preceding **financial year**

$S_{total}$  is the total number of **AC switches** at the end of the preceding **financial year**

$S_{cust\ total}$  is the total number of **AC switches** that are operated by a **customer** at the end of the preceding **financial year**.

### 32 Connection Customer Allocations

- (1) Subject to subclause (5) and clause 33, a **customer's connection customer allocation** for a **connection asset**, **connection location** and **pricing year** ( $CA_1$ ) is calculated as follows if the **connection asset** is—

- (a) for 1 **connection location** only; and
- (b) not a **mixed connection asset**:

$$CA_1 = \frac{AMDIC}{AMDIC_{total}}$$

where

$AMDIC$  is the total of the **customer's** **AMDC** and **AMIC** at the **connection location** for the **pricing year**

$AMDIC_{total}$  is the total of all **customers' AMDCs** and **AMICs** at the **connection location** for the **pricing year**.

- (2) Subject to subclause (5) and clause 33, a **customer's connection customer allocation** for a **connection asset**, **connection location** and **pricing year** ( $CA_{2+}$ ) is calculated as follows if the **connection asset** is—

- (a) for 2 or more **connection locations**, being the set of **connection locations**  $L$ ; and
- (b) not a **mixed connection asset**:

$$CA_{2+} = \frac{AMDIC}{AMDIC_{L\ total}}$$

where

$AMDIC$  is the total of the **customer's** **AMDC** and **AMIC** at the **connection location** for the **pricing year**

$AMDIC_{L \text{ total}}$  is the total of all **customers' AMDCs and AMICs** at all **connection locations** in the set of **connection locations L** for the **pricing year**.

- (3) Subject to subclauses (4) and (5) and clause 33, a **customer's connection customer allocation** for a **connection asset, connection location** and **pricing year** ( $CA_{mixed}$ ) is calculated as follows if the **connection asset** is a **mixed connection asset**:

$$CA_{mixed} = \frac{AMDIC}{C}$$

where

$AMDIC$  is the total of the **customer's AMDC and AMIC** at the **connection location** for the **pricing year**

$C$  is the **capacity** of the **connection asset** at the end of **CMP A** for the **pricing year**.

- (4) If the sum of all **customers' connection customer allocations** for a **mixed connection asset** and **pricing year** is greater than 1, **Transpower** must scale down all of the **connection customer allocations** on a pro rata basis so that they sum to 1.
- (5) If a **connection asset** is—
- (a) an **investment agreement asset** provided under an **investment agreement** with a **customer**; and
  - (b) for more than 1 **connection location**, or for 1 **connection location** at which there is more than 1 **customer**,
- then the calculation of the **connection customer allocations** for the **connection asset** and **connection locations** is subject to any provisions in the **investment agreement** that alter the **customer's connection customer allocation** for the **connection asset** and **connection locations**.
- (6) The following table shows the **connection customer allocations** for the **connection assets** that are part of the **connection links** in figure 10 above (based on the **AMDC** and **AMIC** quantities shown in figure 10):

link	connection location	customer	connection customer allocation
N1-N2	N1	A	$\frac{100}{140} = 0.7143$
		B	$\frac{40}{140} = 0.2857$
N2-N3 N3-N4 N2-N4	N1	A	$\frac{100}{220} = 0.4545$
		B	$\frac{40}{220} = 0.1818$
	N3	C	$\frac{80}{220} = 0.3636$
N4-N6	N1	A	$\frac{100}{280} = 0.3571$
		B	$\frac{40}{280} = 0.1429$
	N3	C	$\frac{80}{280} = 0.2857$
	N4	D (offtake)	$\frac{40}{280} = 0.1429$
		D (injection)	$\frac{20}{280} = 0.0714$

### 33 De-rating

- (1) This clause 33 applies if both of the following conditions are satisfied:
- (a) a **customer** (the notifying **customer**) has notified **Transpower** in writing that—
- (i) the notifying **customer's assets** at a **connection location** have been **de-rated**; or
  - (ii) **embedded plant** connected to the notifying **customer's assets** at a **connection location** have been **de-rated** and the **de-rating** is **large**:

- (b) **Transpower** is reasonably satisfied the notified **de-rating** or **large de-rating** has occurred.
- (2) In this clause 33, a relevant **pricing year** is—
  - (a) the first **pricing year** that starts at least 6 months (or such shorter period as **Transpower** may determine is practicable) after the date the conditions in subclause (1) are first satisfied; and
  - (b) a subsequent **pricing year** if the date the conditions in subclause (1) are first satisfied is within **CMP A** for the **pricing year**.
- (3) **Transpower** must, for each relevant **pricing year**, calculate **connection charges** for the **connection location** by—
  - (a) estimating the notifying **customer's** future **AMDC** and **AMIC** for the **connection location** taking into account—
    - (i) the reduced **capacity** of the connecting **customer's assets** or the **embedded plant** (as the case may be); and
    - (ii) any available historical information about the notifying **customer's** **offtake** and **injection** at the **connection location**; and
  - (b) capping the notifying **customer's** **AMDC** and **AMIC** for the **connection location** and relevant **pricing year** at the notifying **customer's** estimated future **AMDC** and **AMIC** for the **connection location**.
- 34 Replacement Costs**
- (1) **Transpower** must review, including update as appropriate, the **replacement costs** it uses to calculate **connection charges** no later than 5 years after the start of the **first pricing year** and, after that, at intervals of no more than 5 years.
- (2) **Transpower's** first review of **replacement costs** under subclause (1) may occur before the start of the **first pricing year**.
- (3) Subject to subclause (4), **Transpower** must consult with all **customers** who pay **connection charges** on any update to **replacement costs** under subclause (1) before updating the **replacement costs**.
- (4) **Transpower** is not required to consult on an update to **replacement costs** under subclause (1) if **Transpower** determines—
  - (a) the update is technical and non-controversial; or
  - (b) there is widespread support for the update among **customers**; or
  - (c) there has been adequate prior consultation on the update so that all relevant views of **customers** have been considered.
- (5) Before **Transpower's** first review of **replacement costs** under subclause (1) is completed, the **replacement cost** of a **connection asset commissioned** before 1 July 2006 is calculated by multiplying the **connection asset's** unadjusted **replacement cost** by the **replacement cost adjustment factor**.
- (6) If **Transpower** does not have a **replacement cost** for a **connection asset**, **Transpower** must use the **replacement cost** available to **Transpower** for the closest equivalent of the **connection asset**, as determined by **Transpower**, for the purposes of calculating **connection charges** for the **connection asset**.



## Part D Benefit-based Charges

### *General*

#### **35 Calculation of Benefit-based Charges**

- (1) Subject to subclauses 84(7) and 85(6) and clause 88, only **beneficiaries** pay **benefit-based charges**, and only for the **BBIs** of which they are **beneficiaries**.
- (2) A **beneficiary's annual benefit-based charge** for a **BBI** and **pricing year** (**BBC**) is calculated as follows:

$$BBC = CC \times CA$$

where

**CC** is the **BBI's covered cost** for the **pricing year**

**CA** is the **beneficiary's BBI customer allocation** for the **BBI**.

- (3) A **beneficiary's monthly benefit-based charge** for a **BBI** and **pricing year** (**MBBC**) is calculated as follows:

$$MBBC = \frac{BBC}{12}$$

where **BBC** is the **beneficiary's annual benefit-based charge** for the **BBI** and **pricing year**.

- (4) **Benefit-based charges** are calculated for each **pricing year** before the start of the **pricing year**.
- (5) A **benefit-based charge** may be—
- (a) adjusted, including during a **pricing year**, under clauses 81 to 91 if there is a **benefit-based charge adjustment event**; and
  - (b) adjusted under clause 96 if the relevant **BBI** is subject to **reassignment**.

#### **36 Start of Benefit-based Charges**

**Transpower** must start the **benefit-based charges** for a **BBI** from the **BBI's start pricing year**. To avoid doubt, this clause does not apply to charges under an **investment agreement**.

Clause 36: replaced, on 31 July 2023, by clause 8 of the Electricity Industry Participation Code Amendment (Transmission Pricing Methodology Amendments) 2023.

#### **37 Expenditure on Existing BBIs**

- (1) Subject to subclause (4) and (5), **Transpower** must treat a **refurbishment investment** or **replacement investment** in respect of an existing **post-2019 BBI** as—
- (a) part of the existing **post-2019 BBI**, in which case the **refurbishment investment** or **replacement investment** will increase the **covered cost** of the **post-2019 BBI** but will not change its **BBI customer allocations**; or
  - (b) a separate **post-2019 BBI**; or
  - (c) part of an existing **post-2019 BBI** referred to in paragraph (b), in which case the **refurbishment investment** or **replacement investment** will increase the **covered cost** of the **post-2019 BBI** but will not change its **BBI customer allocations**.

- (2) Subject to subclause (4) and (5), **Transpower** must treat a **refurbishment investment** or **replacement investment commissioned** after 23 July 2019 in respect of an **Appendix A BBI** as—
  - (a) a separate **post-2019 BBI**; or
  - (b) part of an existing **post-2019 BBI** referred to in paragraph (a), in which case the **refurbishment investment** or **replacement investment** will increase the **covered cost** of the **post-2019 BBI** but will not change its **BBI customer allocations**.
- (3) Subject to subclause (5), **Transpower** must treat an **enhancement investment commissioned** after 23 July 2019 in respect of an existing **BBI** as a separate **post-2019 BBI**.
- (4) **Transpower** must not treat a **refurbishment investment** or **replacement investment** as part of an existing **post-2019 BBI** under subclause (1) or (2) if **Transpower** determines the **refurbishment investment** or **replacement investment** is likely to have—
  - (a) different **beneficiaries** than the existing **post-2019 BBI**; or
  - (b) a materially different distribution of **NPB** than the existing **post-2019 BBI**.
- (5) If a **refurbishment investment**, **replacement investment** or **enhancement investment** referred to in subclause(1), (2) or (3) is an **exempt post-2019 investment**—
  - (a) **Transpower** must not treat the **refurbishment investment**, **replacement investment** or **enhancement investment** as, or as part of, a **post-2019 BBI**; and
  - (b) if the **refurbishment investment**, **replacement investment** or **enhancement investment** is in respect of an **Appendix A BBI**, **Transpower** must treat the **refurbishment investment**, **replacement investment** or **enhancement investment** as part of the **Appendix A BBI**, in which case the **refurbishment investment**, **replacement investment** or **enhancement investment** will increase the **covered cost** of the **Appendix A BBI** but will not change its **BBI customer allocations**.

### **38 Assumptions Book**

- (1) **Transpower** must **publish**, and may from time to time **publish** updates to, an **assumptions book**.
- (2) The **assumptions book** must not contain any assumptions or methodologies that are inconsistent with this Code.
- (3) Subject to subclause (4), **Transpower** must consult with all **customers** on the **assumptions book** or any update to it before **publishing** the **assumptions book** or update.
- (4) **Transpower** is not required to consult on an update to the **assumptions book** if **Transpower** determines—
  - (a) the update is technical and non-controversial; or
  - (b) there is widespread support for the update among **customers**; or
  - (c) there has been adequate prior consultation on the update so that all relevant views of **customers** have been considered.
- (5) Except as otherwise stated in this **transmission pricing methodology**, the **assumptions book** is not binding on **Transpower** or any **independent expert**.
- (6) **Transpower** must review the content of the **assumptions book** and consider whether any of the content is appropriate for incorporation in this **transmission pricing methodology** by way of a review under clause 12.85 of this Code no later than 7 years after its date of publication and, after that, at intervals of no more than 7 years.
- (7) The **assumptions book** may be part of the same document in which the **reassignment practice manual** or **prudent discount practice manual** is contained.

*Covered Cost*

**39 Covered Cost**

- (1) A **BBI's covered cost** for a **pricing year** (CC) is calculated as follows:

$$CC = \sum_a (D_a + C_a + T_a) + AO$$

where

$D_a$  is **depreciation** of asset a for the preceding **financial year**, where asset a is an asset comprised in the **BBI**, excluding **accelerated depreciation**

$C_a$  is the **capital charge** for asset a and the preceding **financial year** calculated under subclause (2)

$T_a$  is the sum of—

- (a) **Transpower's** depreciation tax loss (positive value) or gain (negative value) for asset a and the preceding **financial year** calculated under subclause (3); and
- (b) income tax on the **capital charge** for asset a and the preceding **financial year** calculated under subclause (5)

$AO$  is the attributed opex component for the **BBI** and **pricing year** calculated under subclause 40(1).

- (2) The **capital charge** for an asset and **financial year** (C) is calculated—

- (a) if the asset had an **opening RAB value** for the **financial year**, as follows:

$$C = r \times V$$

where

$r$  is **Transpower's PQ WACC** (vanilla) at the start of the **financial year**

$V$  is, subject to subclause 7, the **opening RAB value** for the asset and **financial year**; or

- (b) if the asset was **commissioned** during the **financial year**, as follows:

$$C = V \times \frac{r \times (12.5 - m)}{12}$$

where

$V$  is, subject to subclause (7), the asset's **value of commissioned asset**

$r$  is **Transpower's PQ WACC** (vanilla) at the start of the **financial year**

$m$  is the month of the **financial year** during which the asset was **commissioned** (for example,  $m = 3$  for September).

- (3) **Transpower's** depreciation tax loss or gain for an asset and **financial year** ( $T_{dep}$ ) is calculated as follows:

$$T_{dep} = \frac{r \times (AD - TD - I)}{1 - r}$$

where

$r$  is the corporate tax rate, as defined in the **Transpower IMs**, at the start of the **financial year**

$AD$  is **depreciation** of the asset during the **financial year**, excluding **accelerated depreciation**

$TD$  is tax depreciation of the asset during the **financial year**, excluding **accelerated depreciation**

$I$  is notional interest for the asset and **financial year** calculated under subclause (4).

- (4) Notional interest for an asset and **financial year** ( $I$ ) is calculated as follows:

$$I = V \times L \times CD$$

where

$V$  is, subject to subclause (7), the **opening RAB value** for the asset and **financial year**

$L$  is leverage, as defined in the **Transpower IMs**, at the start of the **financial year**

$CD$  is the estimated cost of debt used under the **Transpower IMs** to calculate **Transpower's PQ WACC** (vanilla) applicable at the start of the **financial year**.

- (5) Income tax on the **capital charge** for an asset and **financial year** ( $T_{inc}$ ) is calculated as follows:

$$T_{inc} = \frac{r \times C}{1 - r}$$

where

$r$  is the corporate tax rate, as defined in the **Transpower IMs**, at the start of the **financial year**

$C$  is the **capital charge** for the asset and **financial year** calculated under subclause (2).

- (6) *[Revoked]*

- (7) If the asset referred to in subclause (2) or (4)—
- (a) has been **written-down**; and
  - (b) is comprised in a **BBI** that, as at the start of the relevant **financial year**, does not meet the requirements of subparagraph (b)(i), (b)(ii) or (b)(iii) of the definition of **eligible BBI** in clause 3; and
  - (c) the circumstances justifying the **write-down** of the asset would otherwise justify **reassignment** of the **BBI** (excluding subparagraph 104(2)(b)(ii)),
- Transpower** must carry out the calculation under subclause (2) or (4) for the asset as if the asset had not been **written-down**.

- (8) This clause 39 is subject to clause 40A.
- Clause 39(1) and (3): amended, on 31 July 2023, by clause 9(1) of the Electricity Industry Participation Code Amendment (Transmission Pricing Methodology Amendments) 2023.
- Clause 39(6): revoked, on 31 July 2023, by clause 9(2) of the Electricity Industry Participation Code Amendment (Transmission Pricing Methodology Amendments) 2023.
- Clause 39(8): inserted, on 31 July 2023, by clause 9(3) of the Electricity Industry Participation Code Amendment (Transmission Pricing Methodology Amendments) 2023.

#### 40 Attributed Opex Component

- (1) The attributed opex component for a **BBI** and **pricing year** (AO) is calculated as follows:

$$AO = \sum_a (D_a \times AOR) + HVDC + TA + MCP$$

where

$D_a$  is **depreciation** of asset a for the preceding **financial year**, where asset a is an asset comprised in the **BBI**, excluding **accelerated depreciation**

AOR is the attributed opex ratio for the **pricing year** calculated under subclause (3)

HVDC is—

- (a) if the **BBI** comprises 1 or more **transmission investments** in the **HVDC link**, an allocation of **HVDC opex** for the preceding **financial year** as determined by **Transpower** subject to subclause (2); or
- (b) otherwise, 0

TA is—

- (a) if the **BBI** comprises 1 or more **interconnection transmission alternatives**, **TA opex** for the **interconnection transmission alternatives** and preceding **financial year**, less any contribution to the **TA opex** under **investment agreements**; or
- (b) otherwise, 0

MCP is **MCP opex** for the **BBI** and preceding **financial year**.

- (2) **HVDC opex** for a **financial year** must be fully allocated to 1 or more **BBIs** that comprise a **transmission investment** in the **HVDC link**, unless there are no such **BBIs**.
- (3) The attributed opex ratio for a **pricing year** during an **RCP** (AOR) is calculated as follows:

$$AOR = \frac{OC + PC + RC - HVDC - TA - MCP - FD}{D}$$

where

OC is the **allowance** for operating costs, as defined in the **Transpower IMs**, for the **RCP**

PC is the **allowance** for pass-through costs, as defined in the **Transpower IMs**, for the **RCP**

RC is the **allowance** for recoverable costs, as defined in the **Transpower IMs**, for the **RCP**

HVDC is forecast **HVDC opex** for the **RCP**

TA is the **allowance** for **TA opex** for the **RCP**, to the extent it is included in any of the above **allowances**

MCP is the **allowance** for **MCP opex** for the **RCP**, to the extent it is included in any of the above **allowances**

FD is an amount of operating costs attributable to **Transpower** assets that are fully depreciated at the start of the **RCP**, as determined by **Transpower**

D is the **allowance** for **depreciation** for the **RCP**.

- (4) The value of AOR in subclause (3) is—
- (a) calculated for the whole of the **RCP**; and
  - (b) only re-calculated if any of the relevant **allowances** are reset by the **Commission** during the **RCP**.

- (5) This clause 40 is subject to clause 40A.

Clause 40(1): amended, on 31 July 2023, by clause 10(1) of the Electricity Industry Participation Code Amendment (Transmission Pricing Methodology Amendments) 2023.

Clause 40(5): inserted, on 31 July 2023, by clause 10(2) of the Electricity Industry Participation Code Amendment (Transmission Pricing Methodology Amendments) 2023.

#### **40A Commissioned Assets Not Asseted**

An asset that—

- (a) is comprised in a **BBI**; and
- (b) was **commissioned** at or before the end of the **financial year** preceding the **pricing year** for which **Transpower** is calculating the **BBI's covered cost**; and
- (c) is not **asseted** at the time of that calculation,

must be ignored for the purposes of calculating the **BBI's covered cost** for the **pricing year**.

Clause 40A: inserted, on 31 July 2023, by clause 11 of the Electricity Industry Participation Code Amendment (Transmission Pricing Methodology Amendments) 2023.

#### **41 Covered Cost of Anticipatory BBI**

To avoid doubt, clauses 39 and 40 do not apply to an **anticipatory BBI**, the deemed **covered cost** of which is calculated under paragraph 27(2)(b).

*BBI Customer Allocations*

**42 BBI Customer Allocations for Appendix A BBIs**

- (1) Subject to paragraph 75(5)(a), for each **Appendix A BBI**—
- (a) the starting **beneficiaries** are the **Appendix A beneficiaries** for the **Appendix A BBI**; and
  - (b) the starting **BBI customer allocations** are the **Appendix A allocations** for the **Appendix A BBI**.
- (2) To avoid doubt, for each **Appendix A BBI**—
- (a) the **Appendix A beneficiaries** are based on the **Schedule 1 beneficiaries** of the **Appendix A BBI**; and
  - (b) the **Appendix A allocations** are based on the **Schedule 1 allocations** for the **Appendix A BBI**, in each case adjusted as **Transpower** determined necessary to account for changes to and affecting **customers** before and after the **Authority** published the **2020 guidelines**.

**43 BBI Customer Allocations for Post-2019 BBIs**

- (1) A **customer's BBI customer allocation** for a **post-2019 BBI** (CA) is calculated as follows:

$$CA = \frac{NPB}{NPB_{total}}$$

where

NPB is the **customer's individual NPB** for the **post-2019 BBI**

NPB<sub>total</sub> is the total of all **customers' individual NPBs** for the **post-2019 BBI**.

- (2) Subject to subclauses (3) and (4A), a **customer's individual NPB** for a **post-2019 BBI** is calculated under a **standard method** or the **simple method** as follows:

type	sub-type	method
<b>post-2019 BBI</b> expected to be <b>high-value</b> when <b>fully commissioned</b>	<b>resiliency BBI</b>	<b>resiliency method</b>
	otherwise	<b>price-quantity method</b>
<b>post-2019 BBI</b> expected to be <b>low-value</b> when <b>fully commissioned</b>	none	<b>simple method</b>

- (2A) If **Transpower's** expectation as to whether a **post-2019 BBI** will be **high-value** or **low-value** when **fully commissioned** changes before—

- (a) the **post-2019 BBI's final investment decision date**; or
- (b) for a **post-2019 BBI** with a **final investment decision date** before the start of the **first pricing year**, the date the **post-2019 BBI** is **commissioned**,

**Transpower** may, but is not obliged to, change the method it applies to calculate **customers' BBI customer allocations** for the **post-2019 BBI** from a **standard method** to the **simple method** or vice versa in accordance with subclause (2). However, **Transpower** must not change the method if **Transpower** has already notified one or more **customers** of their **benefit-based charges** for the **post-2019 BBI** and its **start pricing year** under their **transmission agreements**.

- (3) For the purpose of calculating **customers' BBI customer allocations** for a **high-value intervening BBI** and its **start pricing year**, **Transpower** may apply the **simple method** if **Transpower** determines it is necessary to do so to ensure there is sufficient time for **Transpower** to complete a robust process for calculating the **BBI's BBI customer allocations** under the **standard method**, including consultation under clause 15.
- (4) If **Transpower** applies the **simple method** under subclause (3) for a **high-value intervening BBI**, **Transpower** must carry out a wash-up of **transmission charges** in the **pricing year** after the **BBI's start pricing year** so that no **customer** is under or over-charged **benefit-based charges** for the **BBI** and **start pricing year** as a result of **Transpower** applying the **simple method** under subclause (3). The wash-up must include time value of money adjustments using **Transpower's ID WACC** (pre-tax).
- (4A) If **Transpower**—
- (a) expects a **post-2019 BBI** to be **high-value** when **fully commissioned**; and
  - (b) expects one or more **interconnection investments** comprised in the **post-2019 BBI** to become **connection investments** within 3 years of the **post-2019 BBI's full commissioning date**; and
  - (c) would not expect the **post-2019 BBI** to be **high-value** when **fully commissioned** if those **interconnection investments** were excluded from the **post-2019 BBI** on its **full commissioning date**,
- Transpower** must apply the **simple method** to calculate **customers' BBI customer allocations** for the **post-2019 BBI**.
- (5) If a **post-2019 BBI** is a **tested investment**, the assumptions and other inputs (including the **factual, counterfactual, modelled constraints** and **scenarios**) **Transpower** uses in applying a **standard method** to the **post-2019 BBI** must be as consistent as reasonably practicable with the assumptions and other inputs used in applying the **investment test** to the **post-2019 BBI**, except—
- (a) as otherwise stated in this **transmission pricing methodology**; or
  - (b) to the extent **Transpower** determines such alignment would not produce **BBI customer allocations** that are broadly proportionate to positive **NPB** from the **post-2019 BBI**, in which case **Transpower** may use different assumptions and other inputs provided they do not contradict what **Transpower** determines were its key drivers for proceeding with its investment in the **post-2019 BBI** as at the **post-2019 BBI's final investment decision date**.
- (6) To avoid doubt, the order of the provisions of this **transmission pricing methodology** specifying the **standard methods** and **simple method** do not necessarily reflect the order in which **Transpower** will carry out the steps specified in those provisions when **Transpower** applies the relevant **standard method** or **simple method**.

Clause 43(2): amended, on 31 July 2023, by clause 12(1) of the Electricity Industry Participation Code Amendment (Transmission Pricing Methodology Amendments) 2023.

Clause 43(2A): inserted, on 31 July 2023, by clause 12(2) of the Electricity Industry Participation Code Amendment (Transmission Pricing Methodology Amendments) 2023.

Clause 43(4A): inserted, on 31 July 2023, by clause 12(3) of the Electricity Industry Participation Code Amendment (Transmission Pricing Methodology Amendments) 2023.

*Standard Method: Price-quantity Method*

#### **44 Overview of Price-quantity Method**

- (1) Clauses 44 to 55 apply—
- (a) to the **price-quantity method** only; and
  - (b) only to those **post-2019 BBIs** to which **Transpower** applies the **price-quantity method** in accordance with subclause 43(2).



- (2) Under the **price-quantity method**—
- (a) **regional NPB** is calculated for a **regional customer group** as any of the following:
    - (i) **market regional NPB** under clauses 49 to 52
    - (ii) **ancillary service regional NPB** under clause 53:
    - (iii) **reliability regional NPB** under clause 54:
    - (iv) **other regional NPB** under clause 55; and
  - (b) subject to subclauses (3) and 55(2), **Transpower** may—
    - (i) calculate **market regional NPB** for a **market BBI**; and
    - (ii) calculate **ancillary service regional NPB** for an **ancillary service BBI**; and
    - (iii) calculate **reliability regional NPB** for a **reliability BBI**; and
    - (iv) calculate or estimate **other regional NPB** for a **market BBI**, **ancillary service BBI** or **reliability BBI**; and
  - (c) **individual NPB** is calculated for each **customer** in a **regional customer group** with positive **regional NPB**.

Clause 44(2)(b): replaced, on 1 March 2024, by clause 4(1) of the Electricity Industry Participation Code Amendment (Transmission Pricing Methodology Amendments) (No 2) 2023.

- (3) Under the **price-quantity method**, **Transpower** must—
- (a) always calculate at least 1 of **market regional NPB**, **ancillary service regional NPB** or **reliability regional NPB** for a **post-2019 BBI**; and
  - (ab) calculate **market regional NPB** for a **market BBI** if **Transpower** determines it is necessary to do so to produce **BBI customer allocations** for the **market BBI** that are broadly proportionate to positive **NPB** from the **market BBI**; and
  - (b) calculate **ancillary service regional NPB** for an **ancillary service BBI** if **Transpower** determines it is necessary to do so to produce **BBI customer allocations** for the **ancillary service BBI** that are broadly proportionate to positive **NPB** from the **ancillary service BBI**; and
  - (c) calculate **reliability regional NPB** for a **reliability BBI** if **Transpower** determines it is necessary to do so to produce **BBI customer allocations** for the **reliability BBI** that are broadly proportionate to positive **NPB** from the **reliability BBI**.

Clause 44(3)(ab): inserted, on 1 March 2024, by clause 4(2) of the Electricity Industry Participation Code Amendment (Transmission Pricing Methodology Amendments) 2024.

#### 45 Factual and Counterfactual

- (1) **Transpower** must determine a **BBI's factual** and **counterfactual**.
- (2) **Transpower** must apply the following principles to determine the **BBI's counterfactual** unless **Transpower** determines applying these principles does not produce a reasonably likely future **grid** state:
- (a) if a **transmission investment** comprised in the **BBI** is an **enhancement investment**, the **counterfactual** must include the **transmission investment** not being made;
  - (b) if a **transmission investment** comprised in the **BBI** is a **replacement investment** or **compliance investment**, the **counterfactual** must include the immediate decommissioning of the relevant **grid asset** or **transmission alternative** without replacement;
  - (c) if a **transmission investment** comprised in the **BBI** is a **refurbishment investment**, the **counterfactual** must include leaving the relevant **grid asset** or **transmission alternative** in operation without refurbishment until it reaches replacement state and then immediately decommissioning it without replacement.

#### 46 Scenarios

- (1) **Transpower** must determine a **BBI's scenarios** and probability weightings for the **scenarios**. A **market BBI's market scenarios** must include variations in load growth, generation expansion and hydrology.
- (2) **Transpower** must apply the same **scenarios** in a **BBI's factual** and **counterfactual**, unless the **BBI** is a **market BBI** that is expected to influence materially **generating plant** investment decisions, in which case **Transpower** may apply different generation expansion **market scenarios** in the **BBI's factual** and **counterfactual**.
- (3) If a **market scenario** for a **BBI** includes a **customer** ceasing to be a **customer**, the **market scenario** must not be applied in the **BBI's factual or counterfactual** in respect of the **customer**. To avoid doubt, this means the present value of **regional NPB** for a **regional customer group** for the **BBI** of which the **customer** is a member may be different for the **customer** than for all other **customers** who are members of the **regional customer group**.

#### 47 Individual NPB

A **customer's individual NPB** for a **BBI** (NPB) is calculated as follows:

$$NPB = \sum_g \left( PVRNPB_g \times \frac{IRA_g}{IRA_{g \text{ total}}} \right)$$

where

$PVRNPB_g$  is the present value of **regional NPB** for **regional customer group g** calculated under clause 48, where **regional customer group g** is a **regional customer group** for the **BBI**—

- (a) that has a positive present value of **regional NPB**; and
- (b) of which the **customer** is a member

$IRA_g$  is the value of the **customer's intra-regional allocator** for **regional customer group g**

$IRA_{g \text{ total}}$  is the total of the values of all **customers' intra-regional allocators** for **regional customer group g**.

#### 48 Present Value of Regional NPB

- (1) Subject to subclause (2), the present value of a **regional customer group's regional NPB** ( $PVRNPB$ ) is calculated as follows:

$$PVRNPB = \sum_n \frac{RNPB_n}{(1+r)^n}$$

where

$RNPB_n$  is the **regional customer group's market regional NPB, ancillary service regional NPB, reliability regional NPB or other regional NPB** (as the case may be) for year n of the **BBI's standard method calculation period**

r is the **BBI's standard method rate**.

- (2) As an alternative to the calculation under subclause (1), **Transpower** may calculate a **regional customer group's market regional NPB, ancillary service regional NPB, reliability regional NPB**

or **other regional NPB** (as the case may be) for each year of the **BBI's standard method calculation period** on a present value basis, provided that the method of calculating present value is consistent with the method in subclause (1).

**49 Modelling for Market Regional NPB**

- (1) This clause 49 applies to modelling for calculating **market regional NPB** for a **market BBI**.
- (2) **Transpower** must determine the **market BBI's investment grids**.
- (3) **Transpower** must use a **wholesale market model** to model the prices, quantities and changes in prices and quantities in the **wholesale market** for **electricity** between the **market BBI's factual** and **counterfactual** under its **market scenarios** and based on its **investment grids**. The modelling must cover each year of the **market BBI's standard method calculation period**.
- (4) The illustrative **wholesale market models** in figures 11 and 12 below show alternative modelled prices, quantities and changes in prices and quantities for a notional **market BBI**, **market scenario** and year of the **market BBI's standard method calculation period** (assuming no adjustments under subclause (6)). The effect of the **market BBI** is modelled as a change in the supply curve from S (**counterfactual**) to S' (**factual**).  $P_{\max}$  is **consumers'** estimated cost of self-supply for **electricity** or alternative energy.

Figure 11

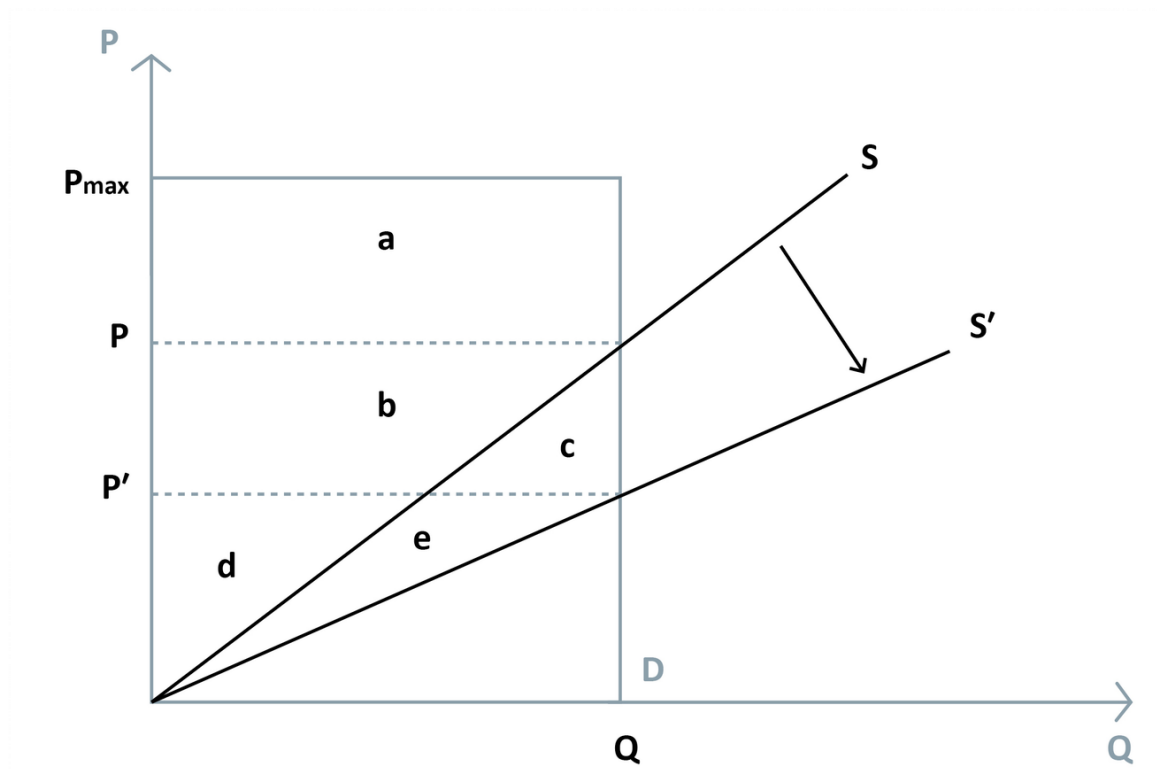
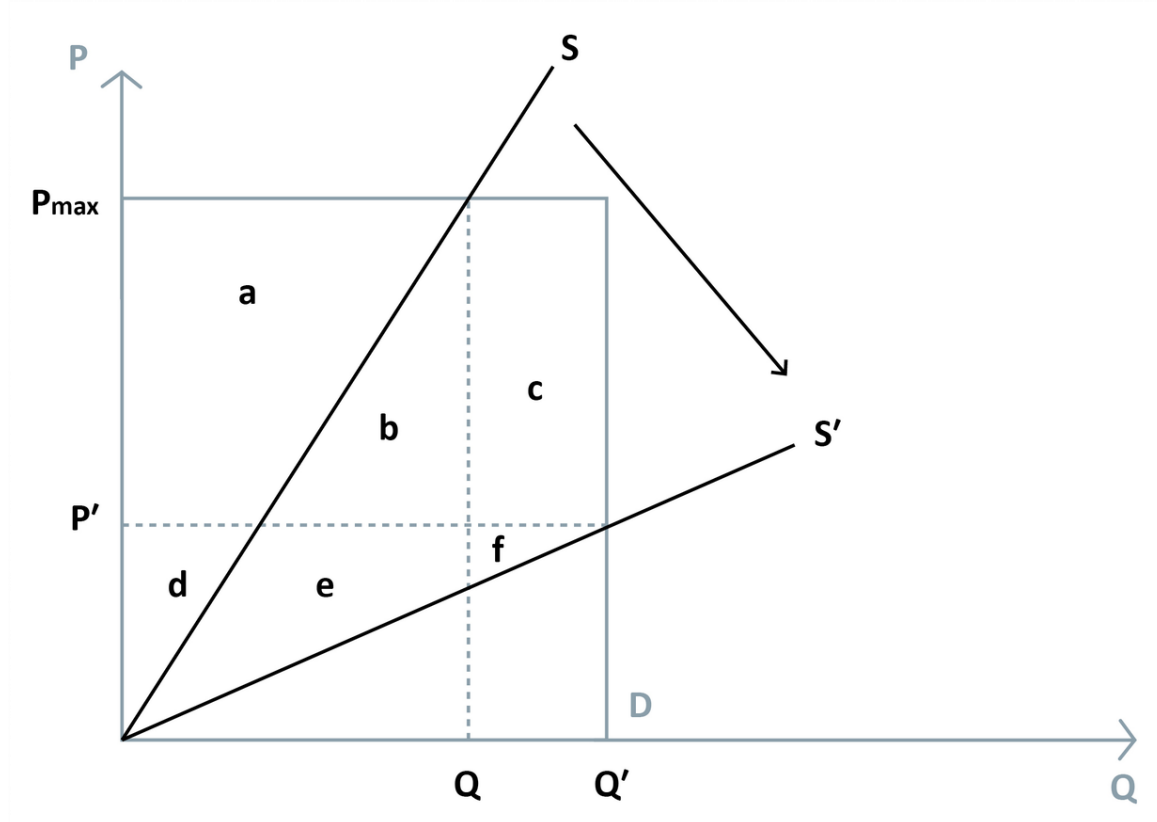


Figure 12



- (5) In carrying out the modelling under this clause 49, **Transpower** may model **embedded plant** as if it were **grid-connected**. If **Transpower** does this, the modelled market benefits and disbenefits in respect of the **plant** must be attributed to the relevant **host customer**, not the owner of the **plant**.
- (6) **Transpower** may adjust prices in the modelling under this clause 49 if, and to the extent, **Transpower** determines it is appropriate to do so to moderate the sensitivity of modelled prices and changes in prices to modelling assumptions and other inputs, or otherwise with the objective of ensuring the **BBI customer allocations** for the **market BBI** are broadly proportionate to positive **NPB** from the **market BBI**.

## 50 Modelled Regions and Regional Customer Groups

- (1) **Transpower** must determine the **market BBI's modelled regions** as follows and based on the outcomes of the modelling under clause 49:
- (aa) **Transpower** must determine the **market BBI's modelled regions** based on the outcomes of the modelling under clause 49 except to the extent **Transpower** determines basing the **modelled regions** on those outcomes would not support the objective in paragraph (d):
- (a) a **modelled region** must be a set of either **GXPs** or **GIPs**:
- (b) the expected price or quantity changes, if any, at all **GXPs** or **GIPs** in a **modelled region** must be in the same direction:
- (c) a region meeting the requirements of paragraphs (a) and (b) may comprise more than 1 **modelled region** if the market benefits or disbenefits accruing at different **GXPs** or **GIPs** in the region—
- (i) are of a materially different magnitude; or
- (iii) occur under different **market scenarios**:
- (d) **Transpower** must determine the **market BBI's modelled regions** with the objective of ensuring the **BBI customer allocations** for the **market BBI** are broadly proportionate to positive **NPB** from the **market BBI**.
- (2) **Transpower** must determine the **market BBI's regional customer groups** as follows and based on the outcomes of the modelling under clause 49:
- (a) subject to paragraph (b) and subclauses 51(7) and 52(9), the **market BBI's regional customer groups** are as follows:

type of <b>regional customer group</b>	<b>modelled region</b>	<b>regional customer group</b>
<b>regional demand group</b>	a region defined by a set of <b>GXPs</b>	subject to subclause (4), all <b>offtake customers</b> in the <b>modelled region</b>
<b>regional supply group</b>	a region defined by a set of <b>GIPs</b>	all <b>injection customers</b> in the <b>modelled region</b>

- (b) there may be more than 1 **regional demand group** or **regional supply group** for the same **modelled region**, each comprising different **offtake customers** or **injection customers** (as the case may be), if **Transpower** determines it is necessary to have more than 1 **regional demand group** or **regional supply group** for the **modelled region** to produce **BBI customer allocations** for the **market BBI** that are broadly proportionate to positive **NPB** from the **market BBI**,

having regard to the attributes of the **offtake customers** or **injection customers** (including whether the **offtake customers** or **injection customers** currently exist in the **modelled region**).

- (3) To avoid doubt—
- (a) the **market BBI** may have 1 or more **future regional customer groups**, which may be **regional demand groups**, **regional supply groups** or a combination of both; and
  - (b) a **regional customer group** that is not a **future regional customer group** may, in future, include **offtake customers** or **injection customers** who do not currently exist in the relevant **modelled region**.
- (4) An **offtake customer** is not a member of a **regional demand group** for the **market BBI** in respect of its **grid-connected battery storage** if the **market BBI's market regional NPB** is calculated under clause 52.
- Clause 50(1)(aa): inserted, on 1 March 2024, by clause 5(1) of the Electricity Industry Participation Code Amendment (Transmission Pricing Methodology Amendments) 2024.
- Clause 50(1)(b): amended, on 1 March 2024, by clause 5(2) of the Electricity Industry Participation Code Amendment (Transmission Pricing Methodology Amendments) 2024.

## **51 Calculation of Market Regional NPB based on Quantity**

- (1) **Transpower** must calculate **market regional NPB** for a **market BBI** under this clause 51 if—
- (a) **Transpower** determines, based on the outcomes of the modelling under clause 49 and taking into account the **market BBI's market scenarios** and their probability weightings determined by **Transpower** under clause 46(1), that most of the positive **market regional NPB** for the **market BBI's regional supply groups** relates to new **large generating plant** for which, at the time **Transpower** makes its determination under this paragraph, the proponent has not made its final decision to proceed with its investment in the **plant**; or
  - (b) subclause 52(1) does not apply.
- (2) To avoid doubt, paragraph (1)(a) does not require **Transpower** to have determined the **market BBI's regional supply groups** before making the determination under that paragraph.
- (3) For each **regional customer group**, **market scenario** and year of the **market BBI's standard method calculation period**, the expected market benefit (positive value) or disbenefit (negative value) is calculated based on—
- (a) the modelling under clause 49; and
  - (b) the period or periods during which the **market BBI** is modelled to generate its primary market benefits, as determined by **Transpower** (the **periods of benefit**), as follows:
  - (c) for a **regional demand group**, quantities in the **counterfactual** are positive if there are **alleviated prices** for the **regional demand group** during the **periods of benefit** and negative if there are **exacerbated prices** for the **regional demand group** during the **periods of benefit**:
  - (d) for a **regional supply group**, quantities in the **counterfactual** are positive if there are **exacerbated prices** for the **regional supply group** during the **periods of benefit** and an increase being positive and a decrease being negative, the sum being the expected market benefit

or disbenefit, negative if there are **alleviated prices** for the **regional supply group** during the **periods of benefit**:

- (e) subject to subclause (4), for a **regional demand group** or **regional supply group**, the positive or negative quantities under paragraph (c) or (d) (as appropriate) are summed with the changes in quantities between the **factual** and **counterfactual** during all periods,
- (4) In applying paragraph (3)(e), **Transpower** must adjust the changes in quantities as it determines necessary to ensure the market benefit or disbenefit attributable to modelled changes in **injection** and **offtake** for **grid-connected battery storage** is not double-counted.
- (5) To avoid doubt, any **alleviated prices** or **exacerbated prices** outside the **periods of benefit** are ignored when applying paragraphs (3)(c) and (3)(d).
- (6) Subject to subclause (7), a **regional customer group's market regional NPB** for a year of the **market BBI's standard method calculation period** (MRNPB) is calculated as follows:

$$MRNPB = \frac{1}{\sum_s W_s} \sum_s (EMBD_s \times W_s)$$

where

$EMBD_s$  is the expected market benefit (positive value) or disbenefit (negative value) for the **regional customer group** and year for **market scenario s**, where **market scenario s** is a **market scenario** for the **market BBI**, but excluding any expected market benefit or disbenefit attributable to a future **customer** or future **large plant** unless the **regional customer group** is a **future regional customer group**

$W_s$  is the probability weighting for **market scenario s** determined by **Transpower** under clause 46(1).

- (7) If a **customer** has **injection** and **offtake** at the same **connection location**, **Transpower** may, in carrying out the calculation under subclause (6), set off the **customer's** expected market disbenefit from its **injection** or **offtake** at the **connection location** against the **customer's** expected market benefit from its **offtake** or **injection** at the **connection location**. If **Transpower** does this, **Transpower** must assign the **customer** and the **customer's** net expected market benefit to either the **regional demand group** or **regional supply group** for the **modelled region** in which the **connection location** is located (but not to both) depending on the **regional customer group** for which the **customer** has the higher present value net expected market benefit over the **market BBI's standard method calculation period** (each present value calculated consistently with clause 48).
- (8) To avoid doubt, subject to subclause (7), expected market benefits and disbenefits are not summed between different **regional customer groups**.
- (9) If necessary for calculating the **BBI customer allocations** for the **market BBI**, **Transpower** must determine the dollar value of each **regional customer group's market regional NPB** for each year of the **market BBI's standard method calculation period**.

Clause 51(9): amended, on 1 March 2024, by clause 6 of the Electricity Industry Participation Code Amendment (Transmission Pricing Methodology Amendments) 2024.

## 52 Calculation of Market Regional NPB based on Price and Quantity

- (1) **Transpower** must calculate **market regional NPB** for the **market BBI** under this clause 52 if—
  - (a) paragraph 51(1)(a) does not apply; and
  - (b) **Transpower** determines, based on the outcomes of the modelling under clause 49 and taking into account the **market BBI's market scenarios** and their probability weightings determined by **Transpower** under clause 46(1), that—
    - (i) most of the positive **market regional NPB** for the **market BBI's regional customer groups** derives from **consumers** avoiding having to pay their estimated cost of self-supply for **electricity** or alternative energy during peak **demand** periods; or
    - (ii) calculating **market regional NPB** for the **market BBI** under clause 51 would not produce **BBI customer allocations** that are broadly proportionate to positive **NPB** from the **market BBI**.
- (2) To avoid doubt, subparagraph (1)(b)(i) does not require **Transpower** to have determined the **market BBI's regional customer groups** before making the determination under that subparagraph.
- (3) For a **regional demand group, market scenario** and year of the **market BBI's standard method calculation period**, the expected market benefit or disbenefit is equal to—
  - (a) the modelled change in consumer benefit for the **regional demand group** in the **wholesale market** for **electricity** (a positive change being a market benefit and a negative change being a market disbenefit); plus
  - (b) the modelled change in **loss and constraint excess** received by **customers** in the **regional demand group** as a result of the change in consumer benefit other than through the settlement of **FTRs** (a positive change being a market benefit and a negative change being a market disbenefit), unless—
    - (i) **Transpower** has adjusted modelled price outcomes under subclause 49(6); or
    - (ii) the **market BBI** is a **high-value intervening BBI**.
- (4) For a **regional supply group, market scenario** and year of the **market BBI's standard method calculation period**, the expected market benefit or disbenefit arising is equal to—
  - (a) the modelled change in producer benefit for the **regional supply group** in the **wholesale market** for **electricity** (a positive change being a market benefit and a negative change being a market disbenefit); plus
  - (b) the modelled change in **loss and constraint excess** received by **customers** in the **regional supply group** as a result of the change in producer benefit other than through the settlement of **FTRs** (a positive change being a market benefit and a negative change being a market disbenefit), unless—
    - (i) **Transpower** has adjusted modelled price outcomes under subclause 49(6); or
    - (ii) the **market BBI** is a **high-value intervening BBI**.
- (5) In applying paragraph (4)(a), **Transpower** must model **offtake** of **grid-connected battery storage** as a production cost for **injection** from the **grid-connected battery storage**.
- (6) In the illustrative **wholesale market model** in figure 11 above—
  - (a) the expected market benefit or disbenefit for the **regional demand group** is equal to the modelled change in consumer benefit, being:



factual	counterfactual	change in consumer benefit
$a + b + c$	$a$	$b + c$

- (b) the expected market benefit or disbenefit for the **regional supply group** is equal to the modelled change in producer benefit, being:

factual	counterfactual	change in producer benefit
$d + e$	$b + d$	$e - b$

- (7) In the illustrative **wholesale market model** in figure 12 above—

- (a) the expected market benefit or disbenefit for the **regional demand group** is equal to the modelled change in consumer benefit, being:

factual	counterfactual	change in consumer benefit
$a + b + c$	$0$	$a + b + c$

- (b) the expected market benefit or disbenefit for the **regional supply group** is equal to the modelled change in producer benefit, being:

factual	counterfactual	change in producer benefit
$d + e + f$	$a + d$	$e + f - a$

- (8) Subject to subclause (9), a **regional customer group's market regional NPB** for a year of the **market BBI's standard method calculation period** (MRNPB) is calculated as follows:

$$MRNPB = \frac{1}{\sum_s W_s} \sum_s (EMBD_s \times W_s)$$

where

$EMBD_s$  is the expected market benefit (positive value) or disbenefit (negative value) for the **regional customer group** and year for **market scenario s**, where **market scenario s** is a **market scenario** for the **market BBI**, but excluding any expected market benefit or disbenefit attributable to a future **customer** or future **large plant** unless the **regional customer group** is a **future regional customer group**

$W_s$  is the probability weighting for **market scenario s** determined by **Transpower** under clause 46(1).

- (9) If a **customer** has **injection** and **offtake** at the same **connection location**, **Transpower** may, in carrying out the calculation under subclause (8), set off the **customer's** expected market disbenefit from its **injection** or **offtake** at the **connection location** against the **customer's** expected market

benefit from its **offtake** or **injection** at the **connection location**. If **Transpower** does this, **Transpower** must assign the **customer** and the **customer's** net expected market benefit to either the **regional demand group** or **regional supply group** for the **modelled region** in which the **connection location** is located (but not to both) depending on the **regional customer group** for which the **customer** has the higher present value net expected market benefit over the **market BBI's standard method calculation period** (each present value calculated consistently with clause 48).

- (10) To avoid doubt, subject to subclause (9), expected market benefits and disbenefits are not summed between different **regional customer groups**.

### 53 Ancillary Service Regional NPB

- (1) This clause 53 applies to calculating **ancillary service regional NPB** for an **ancillary service BBI** (if **Transpower** decides to calculate **ancillary service regional NPB** for the **ancillary service BBI**).
- (2) **Transpower** must model changes in prices and quantities in the **wholesale market** for the relevant **specified ancillary service** between the **ancillary service BBI's factual** and **counterfactual** under its **market scenarios**. The modelling must cover each year of the **ancillary service BBI's standard method calculation period**.
- (3) **Transpower** must determine the **ancillary service BBI's modelled regions** and **regional customer groups** as follows:

specified ancillary service	type of regional customer group	modelled region	regional customer group
instantaneous reserve (by island)	regional demand group	none	none
	regional supply group	island	all grid-connected generators in the modelled region except in respect of generating plant with capacity equal to or less than the value of $INJ_D$ in clause 8.59 of this Code
frequency keeping	regional demand group	New Zealand	all direct consumers in the modelled region
	regional supply group	none	none
voltage support (by zone)	regional supply group	none	none
	regional demand group	zone	all connected asset owners in the modelled region

- (4) To avoid doubt—
- (a) the **ancillary service BBI** may have 1 or more **future regional customer groups**, which may be **regional demand groups**, **regional supply groups** or a combination of both; and
  - (b) a **regional customer group** that is not a **future regional customer group** may, in future, include **grid-connected generators**, **direct consumers** or **connected asset owners** who do not currently exist in the relevant **modelled region**.
- (5) For a **regional customer group**, **market scenario** and year of the **ancillary service BBI's standard method calculation period**, the expected market benefit or disbenefit is equal to the modelled change in the **allocable cost** of the **specified ancillary service** (a negative change being a market benefit and a positive change being a market disbenefit).
- (6) A **regional customer group's ancillary service regional NPB** for a year of the **ancillary service BBI's standard method calculation period** (ASRNPB) is calculated as follows:

$$ASRNPB = \frac{1}{\sum_s W_s} \sum_s (EASBD_s \times W_s)$$

where

$EASBD_s$  is the expected market benefit (positive value) or disbenefit (negative value) for the **regional customer group** and year for **market scenario s**, where **market scenario s** is a **market scenario** for the **ancillary service BBI**, but excluding any expected market benefit or disbenefit attributable to a future **customer** or future **large plant** unless the **regional customer group** is a **future regional customer group**

$W_s$  is the probability weighting for **market scenario s** determined by **Transpower** under clause 46(1).

- (7) To avoid doubt, expected market benefits and disbenefits are not summed between different **regional customer groups**.

#### 54 Reliability Regional NPB

- (1) This clause 54 applies to calculating **reliability regional NPB** for a **reliability BBI** (if **Transpower** decides to calculate **reliability regional NPB** for the **reliability BBI**).
- (2) **Transpower** must use a **system limit model** to model changes in expected **curtailed energy** between the **reliability BBI's factual** and **counterfactual** under its **outage scenarios**. The modelling must cover each year of the **reliability BBI's standard method calculation period**.
- (3) The illustrative **system limit model** in figure 13 below shows, for a notional **reliability BBI**, **outage scenario**, **market scenario** and year of the **reliability BBI's standard method calculation period**, the effect of the **reliability BBI**. The effect of the **reliability BBI** is modelled as a change in the **system limit** from  $S$  (**counterfactual**) to  $S'$  (**factual**), which reduces the value of  $X$  (percentage of year **t supply, demand** or **active power transfer** is at or more than the **system limit**). The modelled change in expected **curtailed energy** for the year ( $\Delta ECE_z$ ) is calculated as follows:

$$\Delta ECE_z = CE \times P_z \times \Delta P_x$$

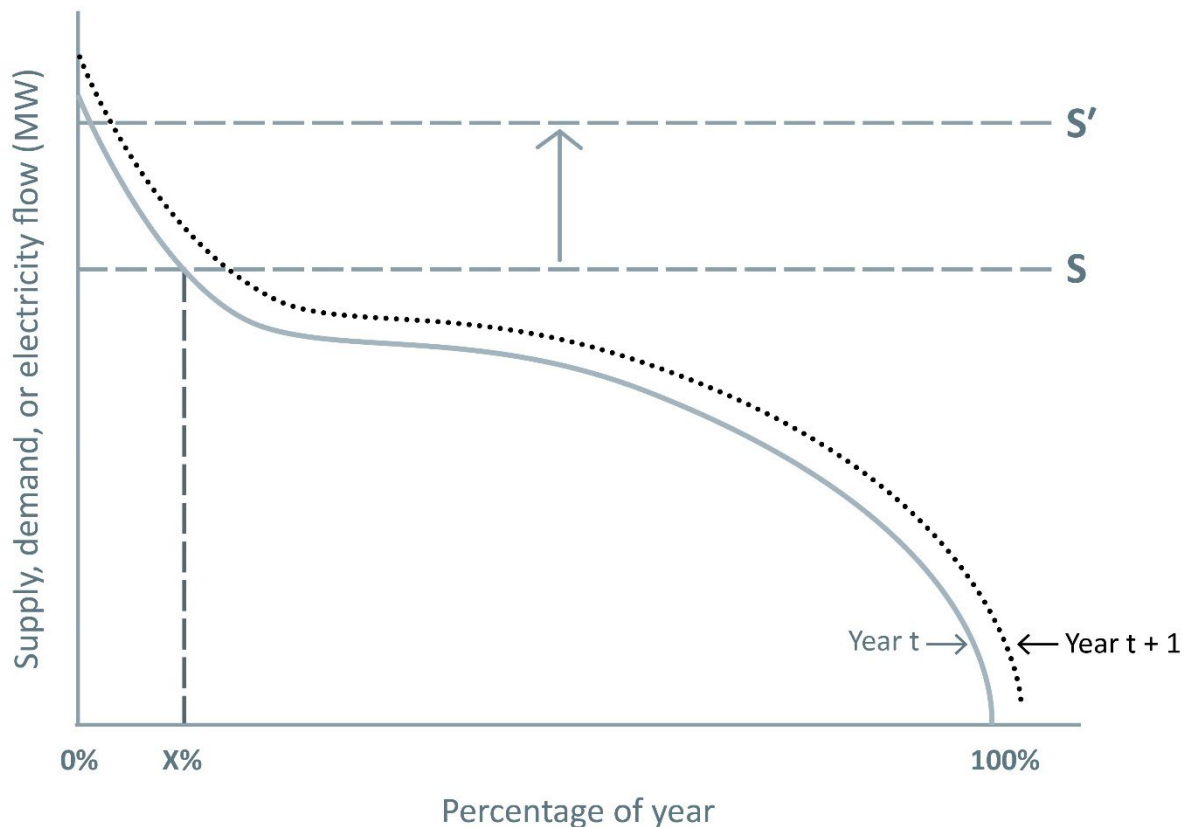
where

CE is **Transpower's** estimate of **curtailed energy** caused by the **outage scenario** occurring in the **market scenario**

$P_z$  is **Transpower's** estimate of the probability of the **outage scenario** occurring during the year

$\Delta P_x$  is the change in the value of X in figure 13 between the **counterfactual** and **factual**.

**Figure 13**



- (4) **Transpower** must determine the **reliability BBI's modelled regions** and **regional customer groups** as follows and based on the outcomes of the modelling under subclause (2):
- (a) subject to paragraph (b), the **reliability BBI's modelled regions** and **regional customer groups** are as follows:

type of <b>regional customer group</b>	<b>modelled region</b>	<b>regional customer group</b>
<b>regional demand group</b>	a region defined by a set of <b>GXP</b> s at which there is expected to be a change in <b>unserved energy</b> in the same direction if an <b>outage scenario</b> for the <b>reliability BBI</b> occurs	all <b>offtake customers</b> in the <b>modelled region</b> except in respect of <b>grid-connected battery storage</b>
<b>regional supply group</b>	a region defined by a set of <b>GIP</b> s at which there is expected to be a change in <b>unsupplied energy</b> in the same direction if an <b>outage scenario</b> for the <b>reliability BBI</b> occurs	all <b>injection customers</b> in the <b>modelled region</b>

- (b) there may be more than 1 **regional demand group** or **regional supply group** for the same **modelled region**, each comprising different **offtake customers** or **injection customers** (as the case may be), if **Transpower** determines it is necessary to have more than 1 **regional demand group** or **regional supply group** for the **modelled region** to produce **BBI customer allocations** for the **reliability BBI** that are broadly proportionate to positive **NPB** from the **reliability BBI**, having regard to the attributes of the **offtake customers** or **injection customers** (including whether the **offtake customers** or **injection customers** currently exist in the **modelled region**).
- (5) To avoid doubt—
- (a) the **reliability BBI** may have 1 or more **future regional customer groups**, which may be **regional demand groups**, **regional supply groups** or a combination of both; and
- (b) a **regional customer group** that is not a **future regional customer group** may, in future, include **offtake customers** or **injection customers** who do not currently exist in the relevant **modelled region**.
- (6) For each **regional customer group**, **market scenario** and year of the **reliability BBI's standard method calculation period**, the expected reliability benefit or disbenefit (**ERBD**) is calculated as follows:

$$ERBD = - \sum_z (\Delta ECE_z \times VL)$$

where

$\Delta ECE_z$  is the modelled change in expected **curtailed energy** for the **regional customer group** and **outage scenario z**, where **outage scenario z** is an **outage scenario** for the **reliability BBI**, calculated under subclause (3)

**VL** is—

- (a) if the **regional customer group** is a **regional demand group**, the **reliability BBI's VOLL**; or

- (b) if the **regional customer group** is a **regional supply group**, a value of lost generation determined by **Transpower**.

- (7) A **regional customer group's reliability regional NPB** for a year of the **reliability BBI's standard method calculation period** (RRNPB) is calculated as follows:

$$RRNPB = \frac{1}{\sum_s W_s} \sum_s (ERBD_s \times W_s)$$

where

$ERBD_s$  is the expected reliability benefit (positive value) or disbenefit (negative value) for the **regional customer group** and year for **market scenario s**, where **market scenario s** is a **market scenario** for the **reliability BBI**, but excluding any expected reliability benefit or disbenefit attributable to a future **customer** or future **large plant** unless the **regional customer group** is a **future regional customer group**

$W_s$  is the probability weighting for **market scenario s** determined by **Transpower** under clause 46(1).

- (8) To avoid doubt—
- (a) expected reliability benefits and disbenefits are not summed between different **regional customer groups**; and
  - (b) all **regional demand groups**, and all members of a **regional demand group**, are assumed to have the same value of **unserved energy**, being the **reliability BBI's VOLL**; and
  - (c) all **regional supply groups**, and all members of a **regional supply group**, are assumed to have the same value of **unsupplied energy**, being the value of lost generation determined by **Transpower** under subclause (5).

## 55 Other Regional NPB

- (1) This clause 55 applies to calculating or estimating **other regional NPB** for a **market BBI**, **ancillary service BBI** or **reliability BBI** (if **Transpower** decides to calculate or estimate **other regional NPB** for the **BBI**).
- (2) **Transpower** must only calculate or estimate **other regional NPB** for a **BBI** if all of the following criteria are satisfied:
- (a) **Transpower** reasonably expects positive **other regional NPB** for the **BBI** to be received—
    - (i) directly by 1 or more existing **customers**, whether in their capacities as **customers** or otherwise; or
    - (ii) by the majority of **embedded plant** owners connected to a **host customer's local network** or **grid-connected plant**, whether in their capacities as **embedded plant** owners or otherwise;
  - (b) **Transpower** determines the **other regional NPB** will be a material part of total positive **regional NPB** for the **BBI**;
  - (c) **Transpower** determines the dollar value of the **other regional NPB** can be calculated or estimated to a reasonable level of certainty without **Transpower** incurring disproportionate cost.
- (3) **Transpower** must determine the **BBI's modelled regions** and **regional customer groups** as follows:

type of <b>regional customer group</b>	<b>modelled region</b>	<b>regional customer group</b>
<b>regional demand group</b>	a region in which <b>other regional NPB</b> is expected to arise from the <b>BBI</b>	all <b>offtake customers</b> in the <b>modelled region</b> expected to receive the <b>other regional NPB</b>
<b>regional supply group</b>		all <b>injection customers</b> in the <b>modelled region</b> expected to receive the <b>other regional NPB</b>

- (4) To avoid doubt, the **BBI customer allocations** for a **BBI** are not adjusted merely because **other regional NPB** for the **BBI** arises or is discovered after the starting **BBI customer allocations** for the **BBI** have been calculated.

*Standard Method: Resiliency Method*

## 56 Overview of Resiliency Method

- (1) Clauses 56 to 58 apply—
- (a) to the **resiliency method** only; and
  - (b) only to those **post-2019 BBIs** to which **Transpower** applies the **resiliency method** in accordance with subclause 43(2).
- (2) Under the **resiliency method**—
- (a) there is 1 **modelled region** and 1 **regional customer group**; and
  - (b) **regional NPB** for the **regional customer group** is assumed to be positive and is not calculated; and
  - (c) **individual NPB** is calculated for each **customer** in the **regional customer group**.

## 57 Individual NPB

A **customer's individual NPB** for the **resiliency BBI** is equal to the value of the **customer's intra-regional allocator** for the **regional customer group**.

## 58 Modelled Region and Regional Customer Group

**Transpower** must determine a **resiliency BBI's modelled region** and **regional customer group** as follows:

type of <b>regional customer group</b>	<b>modelled region</b>	<b>regional customer group</b>
<b>regional demand group</b>	the <b>island</b> in which the risk of cascade failure is mitigated	all <b>offtake customers</b> in the <b>modelled region</b> except in respect of <b>grid-connected battery storage</b>
	a region in which the risk of the <b>HILP event</b> is mitigated	
<b>regional supply group</b>	none	none

*Simple Method*

**59 Overview of Simple Method**

- (1) Clauses 59 to 64 apply—
- (a) to the **simple method** only; and
  - (b) only to—
    - (i) those **low-value post-2019 BBIs** to which **Transpower** applies the **simple method** in accordance with subclause 43(2); and
    - (ii) those **high-value intervening BBIs** to which **Transpower** applies the **simple method** in accordance with subclause 43(3); and
    - (iii) those **high-value post-2019 BBIs** to which **Transpower** applies the **simple method** in accordance with subclause 43(4A); and
    - (iv) **anticipatory BBIs**.
- (2) Under the **simple method**—
- (a) **regional NPB** is calculated for a **regional customer group** in respect of an **investment region** based on the extent to which the **regional customer group** is deemed to contribute to total **offtake** and **injection** in, or **electricity** flow to or from, the **investment region**, either as—
    - (i) a **regional customer group** in the **investment region**; or
    - (ii) a **regional demand group** in another **modelled region** that imports **electricity** from the **investment region** directly or indirectly; or
    - (iii) a **regional supply group** in another **modelled region** that exports **electricity** to the **investment region** directly or indirectly; and
  - (b) **individual NPB** is calculated for each **customer** in a **regional customer group** with positive **regional NPB** in respect of the **investment region**.
- (3) To avoid doubt, a **BBI** may have more than 1 **investment region** depending on where the **transmission investments** comprised in the **BBI** are located.
- Clause 59(1)(b)(iii): replaced, on 17 June 2024, by clause 7 of the Electricity Industry Participation Code Amendment (Transmission Pricing Methodology Related Amendments) 2024.

**60 Simple Method Periods**

- (1) Subject to subclause (2), the **simple method periods** are—
- (a) the period starting on 24 July 2019 and ending at the end of the fourth **pricing year** after the **first pricing year**; and
  - (b) each period of 5 **pricing years** immediately following the end of the previous **simple method period**.
- (2) **Transpower** may start a new **simple method period** to coincide with the start of an **RCP**.

**61 Individual NPB**

- (1) A **customer's individual NPB** for a **BBI** in an **investment region** (NPB) is calculated as follows:

$$NPB = \sum_g (RNPB_g \times SMF_g)$$

where

- $RNPB_g$  is **regional NPB for regional customer group g**, where **regional customer group g** is a **regional customer group** for the **BBI**—
- (a) that has positive **regional NPB** in respect of the **investment region**; and
  - (b) of which the **customer** is a member



$SMF_g$  is the **customer's simple method factor for regional customer group g**.

- (2) A **customer's simple method factor** for a **simple method period** and **regional customer group** of which the **customer** is a member ( $SMF$ ) is calculated as follows:

$$SMF = \frac{IRA}{IRA_{total}}$$

where

$IRA$  is the value of the **customer's intra-regional allocator** for the **simple method period** and **regional customer group**

$IRA_{total}$  is the total of the values of all **customers' intra-regional allocators** for the **simple method period** and **regional customer group**.

- (3) If a **benefit-based charge adjustment event** in any of paragraphs 81(1)(b) to 81(1)(j) occurs between the end of **CMP C** for a **simple method period** and the start of the **simple method period**, **Transpower** must apply subclause (6) to calculating all **customers' simple method factors** for the **simple method period** as if the **benefit-based charge adjustment event** occurred during the **simple method period**.
- (4) The values of  $RNPB_g$  and  $SMF_g$  under subclause (1) are those that apply when the **BBI** is **commissioned**, and **Transpower** must use those values to calculate each **customer's individual NPB** and starting **BBI customer allocation** for the **BBI**. To avoid doubt, the **BBI customer allocations** for the **BBI** do not change merely because—
- (a) there are different values of **regional NPB** for a subsequent **simple method period**; or
  - (b) there are different **simple method factors, individual NPBs** and starting **BBI customer allocations** for a subsequent **simple method period**; or
  - (c) new or re-calculated **simple method factors, individual NPBs** and starting **BBI customer allocations** for a **simple method period** are calculated or re-calculated under paragraph (6)(a) or published under paragraph 64A(c).
- (5) *[Revoked]*
- (6) If a **benefit-based charge adjustment event** in any of paragraphs 81(1)(b) to 81(1)(j) occurs, **Transpower** must—
- (a) calculate or re-calculate (as the case may be and to the extent affected by the **benefit-based charge adjustment event**) all **customers' simple method factors, individual NPBs** and starting **BBI customer allocations** for the current **simple method period**, using estimated values for the **customers' intra-regional allocators** to the extent necessary; and
  - (b) subject to this subclause (6), apply the new or re-calculated starting **BBI customer allocations** to each **BBI** commissioned during the **simple method period** after the new or re-calculated starting **BBI customer allocations** are published under paragraph 64A(c)..

Clause 61(4): replaced, on 31 July 2023, by clause 13(1) of the Electricity Industry Participation Code Amendment (Transmission Pricing Methodology Amendments) 2023.

Clause 61(5): revoked, on 31 July 2023, by clause 13(2) of the Electricity Industry Participation Code Amendment (Transmission Pricing Methodology Amendments) 2023.

Clause 61(6): replaced, on 31 July 2023, by clause 13(3) of the Electricity Industry Participation Code Amendment (Transmission Pricing Methodology Amendments) 2023.

## 62 Modelled Regions

- (1) The **modelled regions** are the **connection regions** and **HVDC link**.
- (2) *[Revoked]*
- (3) **Transpower** must review, including update as appropriate, the **modelled regions** (other than the **HVDC link**) for each **simple method period** before the start of the **simple method period**.
- (4) **Transpower** must determine the **connection regions** for a **simple method period** by—
  - (a) determining **high-voltage grid connection regions** on either side of the **HVDC link**; and
  - (b) isolating prevailing directional **electricity** flows on **interconnection branches** in the **high-voltage grid** (excluding the **HVDC link**) over **CMP C** for the **simple method period** and determining **high-voltage grid connection regions** on either side of the **interconnection branches** on which those **electricity** flows occur; and
  - (c) determining a **low-voltage grid connection region** on the **low-voltage grid** side of each **interconnection transformer branch** containing an **interconnecting transformer** connecting the **low-voltage grid** to a **high-voltage grid connection region**; and
  - (d) if a **low-voltage grid connection region** is connected to more than 1 **high-voltage grid connection region**, determining separate **low-voltage grid connection regions** on either side of the minimum transfer **interconnection branch** within the **low-voltage grid connection region**, so that each of the separate **low-voltage grid connection regions** is connected to only 1 **high-voltage grid connection region**; and
  - (e) for a **low-voltage connection region** connected to 1 **high-voltage connection region** by more than 1 **interconnection branch**, determining separate **low voltage grid connection regions** on either side of the minimum transfer **interconnection branch** within the **low-voltage grid connection region** if **electricity** flow on that **branch** is low relative to total **electricity** flows between **interconnecting transformers** in the **low-voltage grid connection region**; and
  - (f) incorporating—
    - (i) the **branches** referred to in paragraph (b) in both relevant **connection regions** in proportion to the **electricity** flows on those **branches** into each **connection region**; and
    - (ii) the **branches** referred to in paragraph (c), including the **interconnecting transformers**, in the relevant **low-voltage grid connection region**; and
    - (iii) the **branches** between **low-voltage connection regions** referred to in paragraphs (d) and (e) in both relevant **low-voltage connection regions** in half parts.
- (5) **Transpower**—
  - (a) is not required to (but may) assess **electricity** flows over the entire **high-voltage grid** under paragraph (4)(b); and
  - (b) may amalgamate geographically adjacent **connection regions** for a **simple method period** if—
    - (i) the **connection regions** have the same voltage; and
    - (ii) 1 or more of the **connection regions** contains significantly fewer **market nodes** than the average number of **market nodes** contained in all **connection regions**.

Clause 62(2): revoked, on 31 July 2023, by clause 14 of the Electricity Industry Participation Code Amendment (Transmission Pricing Methodology Amendments) 2023.

## 63 Regional Customer Groups

Subject to subclause 27(3), the **regional customer groups** are as follows:

type of <b>regional customer group</b>	<b>modelled region</b>	<b>regional customer group</b>
<b>regional demand group</b>	a <b>connection region</b>	all <b>offtake customers</b> in the <b>modelled region</b>
<b>regional supply group</b>		all <b>injection customers</b> in the <b>modelled region</b>

**64 Regional NPB**

(1) *[Revoked]*

(2) **Regional NPB** for a **regional customer group** in respect of an **investment region** for a **simple method period** (RNPB) is calculated as follows:

$$RNPB = \frac{1}{\sum_t W_t} \sum_t (SMC_t \times W_t) \times F$$

where

$SMC_t$  is the **regional customer group's simple method contribution** in respect of the **investment region** for **trading period t**, where **trading period t** is a **trading period** during **CMP C** for the **simple method period**

$W_t$  is a weighting for **trading period t** determined by **Transpower**

$F$  is—

- (a) if the **regional customer group** is a **regional demand group**, the **demand factor** for the **simple method period**; or
- (b) if the **regional customer group** is a **regional supply group**, 1.

(3) The calculation under subclause (2) must be carried out for all **trading periods** during **CMP C** for the **simple method period** for which **Transpower** determines it has access to reliable values for the variables in subclause (7).

(4) The **demand factor** for a **simple method period** (DF) is calculated as follows:

$$DF = \frac{RNPB_{s\ total}}{RNPB_{d\ total}} \times 1.67$$

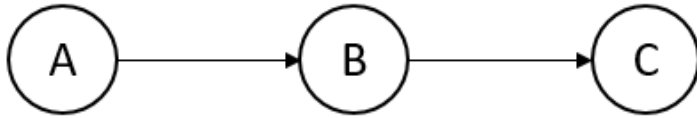
where

$RNPB_{s\ total}$  is total **regional NPB** for all **regional supply groups** in respect of all **investment regions** for the **simple method period** calculated under subclause (2)

$RNPB_{d\ total}$  is total **regional NPB** for all **regional demand groups** in respect of all **investment regions** for the **simple method period** calculated under subclause (2) but without multiplying by the **demand factor**.

- (5) Figure 14 below illustrates how, given the generalised **electricity** flow state depicted (**connection region A to B to C**)—
- the **beneficiaries** of a **BBI** located in 1 of the **connection regions** (being the **investment region**) are identified; and
  - a **regional customer group's simple method contribution** in respect of the **investment region** is calculated for a **trading period** during which, on average, the **electricity** flow state prevailed.

Figure 14



		connection region A	connection region B	connection region C
simple method contribution	regional supply group A	$\frac{G_a}{(G_a + L_a + F_{a\_b})}$	$\frac{F_{a\_b}}{(G_b + L_b + F_{a\_b} + F_{b\_c})}$	$\frac{F_{b\_c}}{(G_c + L_c + F_{b\_c})} \left( \frac{F_{a\_b}}{G_b + F_{a\_b}} \right)$
	regional supply group B	0	$\frac{G_b}{(G_b + L_b + F_{a\_b} + F_{b\_c})}$	$\frac{F_{b\_c}}{(G_c + L_c + F_{b\_c})} \left( \frac{G_b}{G_b + F_{a\_b}} \right)$
	regional supply group C	0	0	$\frac{G_c}{(G_c + L_c + F_{b\_c})}$
	regional demand group A	$\frac{L_a}{(G_a + L_a + F_{a\_b})}$	0	0
	regional demand group B	$\frac{F_{a\_b}}{(G_a + L_a + F_{a\_b})} \left( \frac{L_b}{L_b + F_{b\_c}} \right)$	$\frac{L_b}{(G_b + L_b + F_{a\_b} + F_{b\_c})}$	0
	regional demand group C	$\frac{F_{a\_b}}{(G_a + L_a + F_{a\_b})} \left( \frac{F_{b\_c}}{L_b + F_{b\_c}} \right)$	$\frac{F_{b\_c}}{(G_b + L_b + F_{a\_b} + F_{b\_c})}$	$\frac{L_c}{(G_c + L_c + F_{b\_c})}$

- (6) In figure 14 above—
- (a) the **beneficiaries** of a **BBI** in **connection region A** (being the **investment region**) are deemed to be—
    - (i) the **customers** in the **regional demand group** and **regional supply group** in **connection region A**; and
    - (ii) the **customers** in the **regional demand groups** in **connection regions B** and **C**, which import **electricity** from the **investment region** directly or indirectly; and
  - (b) the **beneficiaries** of a **BBI** in **connection region B** (being the **investment region**) are deemed to be—
    - (i) the **customers** in the **regional demand group** and **regional supply group** in **connection region B**; and
    - (ii) the **customers** in the **regional supply group** in **connection region A**, which exports **electricity** to the **investment region** directly; and
    - (iii) the **customers** in the **regional demand group** in **connection region C**, which imports **electricity** from the **investment region** directly; and
  - (c) the **beneficiaries** of a **BBI** in **connection region C** (being the **investment region**) are deemed to be—
    - (i) the **customers** in the **regional demand group** and **regional supply group** in **connection region C**; and
    - (ii) the **customers** in the **regional supply groups** in **connection regions A** and **B**, which export **electricity** to the **investment region** directly or indirectly.
- (7) In figure 14 above, a **regional customer group's simple method contribution** in respect of the **investment region** (being either **connection region A, B** or **C**) for a **trading period** is calculated in accordance with the relevant formula in figure 14, where:

$G_x$  is total **injection** at all **connection locations** in **connection region x** for the **trading period**

$L_x$  is total **offtake** at all **connection locations** in **connection region x** for the **trading period**

$F_{x,y}$  is **electricity flow** from **connection region x** to **connection region y** for the **trading period**.

Clause 64(1): revoked, on 31 July 2023, by clause 15 of the Electricity Industry Participation Code Amendment (Transmission Pricing Methodology Amendments) 2023.

#### 64A Publication of Simple Method Information

**Transpower** must—

- (a) **publish** the **modelled regions**, **regional NPB** for each **modelled region**, starting **BBI customer allocations** and all inputs to the calculation of the starting **BBI customer allocations** for the first **simple method period** before the start of the **first pricing year**; and
- (b) **publish** the **modelled regions**, **regional NPB** for each **modelled region**, starting **BBI customer allocations** and all inputs to the calculation of the starting **BBI customer allocations** for each subsequent **simple method period** before the start of the subsequent **simple method period**; and
- (c) if **Transpower** calculates or re-calculates the **simple method factors**, **individual NPBs** and starting **BBI customer allocations** for a **simple method period** under paragraph 61(6)(a), **publish** the new or re-calculated starting **BBI customer allocations** and all inputs to their calculation or re-calculation.

Clause 64A: inserted, on 31 July 2023, by clause 16 of the Electricity Industry Participation Code Amendment (Transmission Pricing Methodology Amendments) 2023.

*Intra-regional Allocators*

**65 Intra-regional Allocators**

- (1) Subject to subclause (2), the **intra-regional allocator** for a **regional customer group** under the **price-quantity method** is as follows:

type of BBI	type of regional customer group	intra-regional allocator	subclause
<b>peak BBI</b>	<b>regional supply group</b>	mean historical annual <b>injection</b>	f
	<b>regional demand group</b>	mean historical <b>coincident peak offtake</b>	(7), (8)
<b>non-peak BBI</b>	<b>regional supply group</b>	mean historical annual <b>injection</b>	f
	<b>regional demand group</b>	mean historical annual <b>offtake</b>	e

- (2) The **intra-regional allocator** for an **ancillary service regional customer group** under the **price-quantity method** is as follows:

specified ancillary service	type of ancillary service regional customer group	intra-regional allocator	subclause
<b>instantaneous reserve</b>	<b>regional supply group</b>	mean historical annual <b>injection</b>	f
<b>frequency keeping</b>	<b>regional demand group</b>	mean historical annual <b>offtake</b>	e
<b>voltage support</b>	<b>regional demand group</b>	mean peak kVar	(9)

- (3) The **intra-regional allocator** for the **regional customer group** under the **resiliency method** is mean historical annual **offtake** (see subclause (5)).
- (4) The **intra-regional allocator** for a **regional customer group** under the **simple method** is as follows:

type of regional customer group	intra-regional allocator	subclause
<b>regional supply group</b>	mean historical annual <b>injection</b>	(11)
<b>regional demand group</b>	mean historical annual <b>offtake</b>	(10)

- (5) Subject to subclause (13), if a **regional customer group** for a **BBI** under a **standard method** has a mean historical annual **offtake intra-regional allocator**, the value of a **pre-existing customer's intra-**

**regional allocator** for the **regional customer group**, where the **pre-existing customer** is a member of the **regional customer group**, (IRA) is calculated as follows:

$$IRA = \frac{1}{N} \sum_n TO_n$$

where

N is the number of **capacity years** (including part **capacity years** expressed as a decimal) during **CMP B** for the relevant **BBI** for which the **pre-existing customer** was a member of the **regional customer group**

TO<sub>n</sub> is the **pre-existing customer's** total **offtake** at all **connection locations** in the **regional customer group's** modelled region during capacity year n of **CMP B** for the **BBI**.

- (6) Subject to subclause (13), if a **regional customer group** for a **BBI** under a **standard method** has a mean historical annual **injection intra-regional allocator**, the value of a **pre-existing customer's intra-regional allocator** for the **regional customer group**, where the **pre-existing customer** is a member of the **regional customer group**, (IRA) is calculated as follows:

$$IRA = \frac{1}{N} \sum_n TI_n$$

where

N is the number of **capacity years** (including part **capacity years** expressed as a decimal) during **CMP B** for the relevant **BBI** for which the **pre-existing customer** was a member of the **regional customer group**

TI<sub>n</sub> is the **pre-existing customer's** total **injection** at all **connection locations** in the **regional customer group's** modelled region during capacity year n of **CMP B** for the **BBI**.

- (7) Subject to subclause (13), if a **regional customer group** for a **BBI** under a **standard method** has a mean historical **coincident peak offtake intra-regional allocator**, the value of a **pre-existing customer's intra-regional allocator** for the **regional customer group**, where the **pre-existing customer** is a member of the **regional customer group**, (IRA) is calculated as follows:

$$IRA = \frac{1}{N} \sum_n \left( \frac{1}{T_n} \sum_t TO_t \right)$$

where

N is the number of **capacity years** (rounded up to the nearest whole **capacity year**) during **CMP B** for the relevant **BBI** during which the **pre-existing customer** was a member of the **regional customer group**, each such **capacity year** being **capacity year n**

T<sub>n</sub> is the number of **peak offtake trading periods** for the **regional customer group's** modelled region and capacity year n during which the **pre-existing customer** was a

member of the **regional customer group**, each such **peak offtake trading period** being **peak offtake trading period t**

$TO_t$  is the **pre-existing customer's total offtake** at all **connection locations** in the **regional customer group's modelled region** for **peak offtake trading period t**.

- (8) A **modelled region's peak offtake trading periods** for a **capacity year** are the **T trading periods** during the **capacity year** that have the highest total **offtake** (across all **offtake customers**) at all **connection locations** in the **modelled region**, where **T** is a number of **trading periods** between 1 and 100 **published** in the **assumptions book** for the purposes of this subclause.

- (9) Subject to subclause (13), if a **regional customer group** for a **BBI** under a **standard method** has a mean peak kVar **intra-regional allocator**, the value of a **pre-existing customer's intra-regional allocator** for the **regional customer group**, where the **pre-existing customer** is a member of the **regional customer group**, (**IRA**) is calculated as follows:

$$IRA = \frac{1}{N} \sum_n NPK_n$$

where

**N** is the number of **capacity years** (rounded up to the nearest whole **capacity year**) during **CMP B** for the relevant **BBI** for which the **pre-existing customer** was a member of the **regional customer group**

$NPK_n$  is the **pre-existing customer's nominated peak kVar** for the **regional customer group's modelled region** and **capacity year n** of **CMP B** for the **BBI**.

- (10) Subject to subclause (13), if a **regional customer group** for a **BBI** under the **simple method** has a mean historical annual **offtake intra-regional allocator**, the value of a **pre-existing customer's intra-regional allocator** for the **regional customer group**, where the **pre-existing customer** is a member of the **regional customer group**, (**IRA**) is calculated as follows:

$$IRA = \frac{1}{N} \sum_n TO_n$$

where

**N** is the number of **capacity years** (including part **capacity years** expressed as a decimal) during **CMP C** for the relevant **simple method period** for which the **pre-existing customer** was a member of the **regional customer group**

$TO_n$  is the **pre-existing customer's total offtake** at all **connection locations** in the **regional customer group's modelled region** during **capacity year n** of **CMP C** for the **simple method period**.

- (11) Subject to subclause (13), if a **regional customer group** for a **BBI** under the **simple method** has a mean historical annual **injection intra-regional allocator**, the value of a **pre-existing customer's intra-regional allocator** for the **regional customer group**, where the **pre-existing customer** is a member of the **regional customer group**, (**IRA**) is calculated as follows:



$$IRA = \frac{1}{N} \sum_n TI_n$$

where

N is the number of **capacity years** (including part **capacity years** expressed as a decimal) during **CMP C** for the relevant **simple method period** for which the **pre-existing customer** was a member of the **regional customer group**

$TI_n$  is the **pre-existing customer's** total **injection** at all **connection locations** in the **regional customer group's** modelled region during capacity year n of **CMP C** for the **simple method period**.

- (12) Subclause (13) applies if—
- (a) one or more **specified pre-start adjustment events** for a **BBI** under a **standard method** and a **pre-existing customer** occurred during **CMP B** for the **BBI**; or
  - (b) one or more **specified pre-start adjustment events** for a **BBI** under the **simple method** and a **pre-existing customer** occurred during **CMP C** for the relevant **simple method period**.
- (13) If this subclause applies under subclause (12), **Transpower** must estimate the value of the **pre-existing customer's intra-regional allocator** under clause 66 as if the **pre-existing customer** were a **recent customer**, but also taking into account the full impact of the **specified pre-start adjustment events**.

**66 Recent Customers**

The value of a **recent customer's intra-regional allocator** for a **regional customer group** is estimated under paragraph 83(3)(a) as if the **recent customer** were a new **customer** joining the **regional customer group**, but also taking into account any available historical information about the **recent customer's** mean historical annual **injection**, mean historical annual **offtake** or mean historical **coincident peak offtake** (as the case may be).

**67 Notional IRA Value**

If a **regional customer group** is a **future regional customer group**, **Transpower** must determine a value of the **intra-regional allocator** for a notional **pre-existing customer** who accounts for all of the **future regional customer group's** market regional **NPB**, being the **notional IRA value** for the **future regional customer group**.

## Part E Residual Charges

### 68 Calculation of Residual Charges

- (1) Only **load customers** pay **residual charges**.
- (2) A **load customer's annual residual charge** for a **pricing year** (ARC) is calculated as follows:

$$ARC = AMDR \times RCR$$

where

AMDR is the **load customer's AMDR** for the **pricing year**

RCR is the **residual charge rate** for the **pricing year** calculated under clause 74.

- (3) A **load customer's monthly residual charge** for a **pricing year** (MRC) is calculated as follows:

$$MRC = \frac{ARC}{12}$$

where ARC is the **load customer's annual residual charge** for the **pricing year**.

- (4) **Residual charges** are calculated for each **pricing year** before the start of the **pricing year**.
- (5) A **residual charge** may be re-calculated, including during a **pricing year**, under clauses 92 to 95 if there is a **residual charge adjustment event**.

### 69 Anytime Maximum Demand (Residual)

- (1) A **load customer's AMDR** for **pricing year n** ( $AMDR_n$ ) is—
  - (a) 0 if the **load customer** became a **customer** at or after the start of **financial year n-4**; or
  - (b) calculated as follows if the **load customer** became a **customer** before the start of **financial year n-4** and at or after the start of **financial year n-8**:

$$AMDR_n = AMDR_{baseline} \times \left( \frac{n-m}{4} - 1 \right)$$

where

m is the **financial year** during which the **load customer** became a **customer**

$AMDR_{baseline}$  is the **load customer's AMDR baseline** calculated or estimated under clause 70; or

- (c) otherwise, calculated as follows:

$$AMDR_n = AMDR_{baseline} \times RCAF_n$$

where

$AMDR_{baseline}$  is the **load customer's AMDR baseline** calculated or estimated under clause 70

$RCAF_n$  is the **load customer's RCAF** for **pricing year n**.

### 70 Anytime Maximum Demand (Residual) Baseline

- (1) Subject to subclause 72(1), a **pre-existing load customer's AMDR** baseline ( $AMDR_{baseline}$ ) is calculated as follows:

$$AMDR_{baseline} = \frac{1}{4} \sum_{n=2014}^{2017} \sum_l MGD_{ln}$$

where  $MGD_{ln}$  is the **pre-existing load customer's maximum gross demand** for **connection location l** and **financial year n**.

- (2) A **recent load customer's AMDR** baseline—
- (a) is estimated by **Transpower** as if the **recent load customer's assets** were fully operational from the start of **CMP D** and taking into account—
    - (i) the type and **capacity** of the **recent load customer's assets**; and
    - (ii) the **AMDR** baselines for any other **load customers** with **assets** of the same or a similar type as the **recent load customer's assets**; and
    - (iii) any available information about the **recent load customer's maximum gross demand**, but excluding any contribution to the **recent load customer's maximum gross demand** from the charging or discharging of **large battery storage** other than the **battery storage's** energy losses; and
  - (b) may be re-estimated by **Transpower** under clause 73.

## 71 Residual Charge Adjustment Factor

- (1) A **load customer's RCAF** for **pricing year n** ( $RCAF_n$ ) is calculated as follows:

$$RCAF_n = \frac{LATGE_n}{ATGE_{baseline}}$$

where

$LATGE_n$  is the **load customer's lagged average total gross energy** for **pricing year n** calculated under subclause (2)

$ATGE_{baseline}$  is the **load customer's average total gross energy** baseline calculated or estimated under subclause (4) or (5).

- (2) A **load customer's lagged average total gross energy** for **pricing year n** ( $LATGE_n$ ) is calculated as follows:

$$LATGE_n = \frac{1}{4} \sum_{m=n-8}^{n-5} F_m \times TGE_m$$

where

- $F_m$  is—
- (a) if—
    - (i) the **load customer** is a **pre-existing load customer**; and
    - (ii) there has been one or more **reduction events** for the **load customer** that occurred after the end of **financial year m**,  
the **reduction event** adjustment factor for the **load customer** and **financial year m** calculated under subclause (3); or
  - (b) otherwise, 1

$TGE_m$  is—

- (a) if—
- (i) the **load customer** is a **pre-existing load customer**; and
  - (ii) there has been one or more **reduction events** for the **load customer** that occurred during **financial year m**,  
 $ATGE_{after}$  as defined in subclause (3), immediately after the most recent such **reduction event**; or
- (b) otherwise, the **load customer's total gross energy** for **financial year m**.

- (3) The **reduction event** adjustment factor for a **load customer** and **financial year m** ( $REAF_m$ ) is calculated as follows:

$$REAF_m = 1 - \frac{ATGE_{before} - ATGE_{after}}{ATGE_{before}}$$

where

$ATGE_{after}$  is the **load customer's average total gross energy** baseline immediately after the reduction under subclause 72(2) for the latest **reduction event** that occurred after the end of **financial year m**

$ATGE_{before}$  is the **load customer's average total gross energy** baseline immediately before the reduction under subclause 72(2) for the earliest **reduction event** that occurred after the end of **financial year m**.

- (4) Subject to subclause 72(2), a **pre-existing load customer's average total gross energy** baseline ( $ATGE_{baseline}$ ) is calculated as follows:

$$ATGE_{baseline} = \frac{1}{4} \sum_{n=2014}^{2017} TGE_n$$

where  $TGE_n$  is the **pre-existing load customer's total gross energy** for **financial year n**.

- (5) A **recent load customer's average total gross energy** baseline—
- (a) is estimated by **Transpower** as if the **recent load customer's assets** were fully operational from the start of **CMP D** and taking into account—
    - (i) the type and **capacity** of the **recent load customer's assets**; and
    - (ii) the **total gross energy** baselines for any other **load customers** with **assets** of the same or a similar type as the **recent load customer's assets**; and
    - (iii) any available information about the **recent load customer's total gross energy**, but excluding any contribution to the **recent load customer's total gross energy** from the charging or discharging of **large battery storage** other than the **battery storage's energy losses**; and
  - (b) may be re-estimated by **Transpower** under clause 73.
- (6) To avoid doubt, a **load customer's RCAF** for a **pricing year** is only calculated if the **load customer's AMDR** for the **pricing year** is calculated under clause 69(1)(c).

Clause 71(2): amended, on 22 March 2023, by clause 4 of the Electricity Industry Participation Code Amendment (Residual Charge Adjustment Factor) 2023.

Clause 71(2): replaced, on 31 July 2023, by clause 17 of the Electricity Industry Participation Code Amendment (Transmission Pricing Methodology Amendments) 2023.

Clause 71(3): amended, on 22 March 2023, by clause 4 of the Electricity Industry Participation Code Amendment (Residual Charge Adjustment Factor) 2023.

Clause 71(3): replaced, on 31 July 2023, by clause 17 of the Electricity Industry Participation Code Amendment

(Transmission Pricing Methodology Amendments) 2023.

## 72 Reduction Events

- (1) **Transpower** may reduce a **pre-existing load customer's AMDR** baseline by an amount determined by **Transpower**—
- (a) if a **reduction event** for the **pre-existing load customer** has occurred or **Transpower** determines will occur; and
  - (b) to the extent the impact of the **reduction event** is not fully captured in the calculation of the **pre-existing load customer's AMDR** baseline under subclause 70(1).
- (2) If **Transpower** reduces a **pre-existing load customer's AMDR** baseline under subclause (1), **Transpower** must also reduce the **pre-existing load customer's average total gross energy** baseline to the extent necessary to be consistent with the reduction in the **pre-existing customer's AMDR** baseline, as determined by **Transpower**.
- (3) To avoid doubt, the time when a **reduction event** occurred or will occur is determined by **Transpower**.

## 73 Re-estimating for Recent Load Customers

- (1) **Transpower** may re-estimate either or both of a **recent load customer's AMDR** baseline and average **total gross energy** baseline—
- (a) when information is available to **Transpower** about the **recent load customer's maximum gross demand** or **total gross energy** when the **recent load customer's assets** are fully operational, but may only re-estimate each of the **recent load customer's AMDR** baseline and average **total gross energy** baseline under this paragraph once; or
  - (b) if **Transpower** determines information relevant to **Transpower's** estimate of the **recent load customer's AMDR** baseline or average **total gross energy** baseline provided to **Transpower** by or on behalf of the **recent load customer** was false or misleading.
- (2) To avoid doubt, the purpose of a re-estimation under subclause a is to correct any material under- or over-estimation in **Transpower's** estimate of the **recent load customer's AMDR** baseline or average **total gross energy** baseline.

## 74 Residual Charge Rate

The **residual charge** rate for a **pricing year** (RCR) is calculated as follows:

$$RCR = \frac{RR}{AMDR_{total}}$$

where

RR is **residual revenue** for the **pricing year**

AMDR<sub>total</sub> is the total of all **customers' AMDR** for the **pricing year**.

### Part F Adjustments

#### General

## 75 Adjustment Events

- (1) Subject to subclauses (4) and (5), an **adjustment event** is deemed to have occurred on the date **Transpower** has actual knowledge, and is reasonably satisfied, that the **adjustment event** has occurred, regardless of when the **adjustment event** actually occurred.

- (2) Except as otherwise stated in this **transmission pricing methodology**, if an **adjustment event** occurs, **Transpower** must adjust relevant **transmission charges** from the date of the **adjustment event**, if necessary on a pro rata basis for the **event pricing year** depending on when the **adjustment event** occurred during the **event pricing year**.
- (3) If **adjustment events** affecting the same **transmission charge** occur simultaneously, **Transpower** must determine an order in which the **adjustment events** will be deemed to have occurred for the purpose of adjusting the **transmission charge**.
- (4) Subject to subclauses (6) and (7), if a **pre-start adjustment event** for a **post-2019 BBI** has occurred, **Transpower** must treat the **pre-start adjustment event** as a **benefit-based charge adjustment event** that occurred or will occur at the start of the **post-2019 BBI's start pricing year** and—
  - (a) if **Transpower** determines it is reasonably practicable to do so, factor the **pre-start adjustment event** into its calculation of relevant **transmission charges** from the start of the **post-2019 BBI's start pricing year**; or
  - (b) otherwise, process the **pre-start adjustment event** as a **benefit-based charge adjustment event** during the **start pricing year**.
- (5) Subject to subclauses (6) to (8), if a **pre-commencement adjustment event** has occurred, **Transpower** must treat the **pre-commencement adjustment event** as an **adjustment event** that occurred or will occur at the start of the **first pricing year** and—
  - (a) if **Transpower** determines it is reasonably practicable to do so, factor the **pre-commencement adjustment event** into its calculation of relevant **transmission charges** from the start of the **first pricing year**; or
  - (b) otherwise, process the **pre-commencement adjustment event** as an **adjustment event** during the **first pricing year**.
- (6) Unless a **pre-start adjustment event** or **pre-commencement adjustment event** is a **SSCGU**, **Transpower** is not required to (but may) factor the **pre-start adjustment event** or **pre-commencement adjustment event** into its calculation of **regional NPB** under paragraph (4)(a) or (5)(a).
- (7) Neither subclause (4) nor (5) applies to a **pre-start adjustment event** or **pre-commencement adjustment event** that is a **specified pre-start adjustment event** to which subclause 65(13) applies.
- (8) Subclause (5)—
  - (a) does not apply to a **pre-commencement adjustment event** for an **Appendix A BBI** that—
    - (i) occurred on or before 10 June 2020 (being the date the **Authority** published the **2020 guidelines**); or
    - (ii) is reflected in Appendix A through an adjustment of the type referred to in subclause 42(2); and
  - (b) subject to paragraph (a), applies to a **benefit-based charge** for an **Appendix A BBI** despite the starting **beneficiaries** and starting **BBI customer allocations** for the **Appendix A BBI** specified in Appendix A.

#### *Connection Charges*

### **76 Connection Charge Adjustment Events**

- (1) The following events are **connection charge adjustment events**:
    - (a) a **customer** (the connecting **customer**) connects at a **connection location** at which the **customer** is not already connected;
    - (b) a **customer** (the disconnecting **customer**) disconnects from a **connection location**;
    - (c) a **customer** (the vendor) sells or otherwise transfers all or part of its business that constitutes it as a **customer** at a **connection location** to another party (the purchaser);
    - (d) **Transpower** decides to voluntarily under-recover the **connection charges** for a **connection asset**, **connection location** or **connection transmission alternative**.
  - (2) **Transpower** must not voluntarily under-recover the **connection charge** for a **connection asset**, **connection location** or **connection transmission alternative** if the effect of doing so would be to increase **residual revenue** for any **pricing year**.
  - (3) To avoid doubt, a vendor's sale or other transfer of all or part of its business that constitutes it as a **customer** at a **connection location** to a purchaser is treated as the **connection charge adjustment event** in paragraph (1)(c) and not the **connection charge adjustment event** in paragraph (1)(a) or (1)(b).
- 77 Connection Charge Adjustment Event: Connecting Customer**
- (1) This clause 77 applies in the case of the **connection charge adjustment event** in paragraph 76(1)(a).
  - (2) In this clause 77, a relevant **pricing year** is the **event pricing year** and the **pricing year** after the **event pricing year**.
  - (3) **Transpower** must, for each relevant **pricing year**—
    - (a) determine whether the connecting **customer** will be treated as an **offtake customer** or **injection customer** at the **connection location**; and
    - (b) estimate the connecting **customer's** **AMDC** or **AMIC** (as applicable depending on **Transpower's** determination under paragraph (a) for the **connection location** taking into account—
      - (i) the type and **capacity** of the connecting **customer's** **assets**; and
      - (ii) **AMDC** or **AMIC** (as the case may be) for any other **customers** with **assets** of the same or a similar type as the new **customer's** **assets** connected at the **connection location**; and
    - (c) calculate or re-calculate (as the case may be) all **customers' connection customer allocations** for the **connection location** to account for the connecting **customer's** **AMDC** or **AMIC** estimated under paragraph (b); and
    - (d) calculate or re-calculate (as the case may be) all **customers' connection charges** for the **connection location** based on the **customers' connection customer allocations** calculated under paragraph (c); and
    - (e) calculate or re-calculate (as the case may be) all **customers' connection charges** for any relevant **connection transmission alternative**—
      - (i) to account for the connecting **customer's annual connection charge** for the **connection location** calculated under paragraph (d); and
      - (ii) assuming that **annual connection charge** applied for the previous **pricing year**.
  - (4) **Transpower** must start the connecting **customer's monthly connection charges** calculated under paragraph (3)(d) or (3)(e) as soon as reasonably practicable. The connecting **customer's monthly connection charges** may include an adjustment as necessary to ensure the connecting **customer** pays its full **connection charges** for the **connection location** or **connection transmission alternative** from the date the connecting **customer** connected at the **connection location**.

- (5) **Transpower** is not required to (but may) start any other **customer's monthly connection charges** re-calculated under paragraph (3)(d) or (3)(e) during, or from the start of, an **exempt pricing year** for the **customer**. However, any over-recovery of **annual connection charges** for the **connection location** or **connection transmission alternative** and **exempt pricing year** resulting from the start of the connecting **customer's monthly connection charges** for the **connection location** or **connection transmission alternative** must be rebated, as appropriate, to the other **customers** by way of an adjustment to their **transmission charges**—
- (a) if reasonably practicable, at the end of the **exempt pricing year**; or
  - (b) otherwise, as soon as reasonably practicable during the next **pricing year**.

**78 Connection Charge Adjustment Event: Disconnecting Customer**

- (1) This clause 78 applies in the case of the **connection charge adjustment event** in paragraph 76(1)(b).
- (2) **Transpower**—
- (a) must make the disconnecting **customer's connection customer allocations** (and the inputs to their calculation) and **connection charges** for the **connection location** and any relevant **connection transmission alternative** 0; and
  - (b) must not increase—
    - (i) any other **customer's connection charges** for the **connection location** or **connection transmission alternative** and **event pricing year**; or
    - (ii) any other **transmission charges** for the **event pricing year**, as a consequence of applying paragraph (a).

**79 Connection Charge Adjustment Event: Sale of Business**

- (1) This clause 79 applies in the case of the **connection charge adjustment event** in paragraph 76(1)(c).
- (2) In this clause 79, a relevant **pricing year** is the **event pricing year** and the **pricing year** after the **event pricing year**.
- (3) **Transpower** must, for a sale of part of the vendor's business and for each relevant **pricing year**—
- (a) determine an apportionment between the vendor and purchaser of the vendor's **connection customer allocations** (and the inputs to their calculation) for the **connection location** taking into account the size and nature of the transferred business; and
  - (b) calculate or re-calculate (as the case may be) the vendor's and purchaser's **connection charges** for the **connection location** based on the apportionment of the vendor's **connection customer allocations** under paragraph (a); and
  - (c) calculate or re-calculate (as the case may be) the vendor's and purchaser's **connection charges** for any relevant **connection transmission alternative**—
    - (i) to account for the vendor's and purchaser's **annual connection charges** for the **connection location** calculated under paragraph (b); and
    - (ii) assuming those **annual connection charges** applied for the previous **pricing year**.



- (4) **Transpower** must, for a sale of all of the vendor's business and for each relevant **pricing year**—
- (a) attribute all of the vendor's **connection customer allocation** (and the inputs to its calculation) for the **connection location** to the purchaser; and
  - (b) calculate or re-calculate (as the case may be) the purchaser's **connection charges** for the **connection location** based on the attribution of the vendor's **connection customer allocation** under paragraph (a); and
  - (c) calculate or re-calculate (as the case may be) the purchaser's **connection charge** for any relevant **connection transmission alternative**—
    - (i) to account for the purchaser's **annual connection charges** for the **connection location** calculated under paragraph (b); and
    - (ii) assuming those **annual connection charges** applied for the previous **pricing year**.
- (5) **Transpower** must start the purchaser's **monthly connection charges** calculated under paragraph (3)(b), (3)(c), (4)(b) or (4)(c) as soon as reasonably practicable. The purchaser's **monthly connection charges** may include an adjustment as necessary to ensure the purchaser pays its full **connection charges** for the **connection location** or **connection transmission alternative** from the date of the transfer.
- (6) **Transpower** is not required to (but may) start the vendor's **monthly connection charges** calculated under paragraph (3)(b) or (3)(c) during, or from the start of, an **exempt pricing year** for the vendor. However, any over-recovery of **annual connection charges** for the **connection location** or **connection transmission alternative** and **exempt pricing year** resulting from the start of the purchaser's **monthly connection charges** for the **connection location** or **connection transmission alternative** must be rebated to the vendor by way of an adjustment to its **transmission charges**—
- (a) if reasonably practicable, at the end of the **exempt pricing year**; or
  - (b) otherwise, as soon as reasonably practicable during the next **pricing year**.

#### **80 Connection Charge Adjustment Event: Voluntary Under-recovery**

- (1) This clause 80 applies in the case of the **connection charge adjustment event** in paragraph 76(1)(d).
- (2) In this clause 80, a relevant **pricing year** is a **pricing year** for which **Transpower** decided to voluntarily under-recover the **connection charges** for the **connection asset**, **connection location** or **connection transmission alternative**.
- (3) **Transpower** must, for each relevant **pricing year**, calculate or re-calculate (as the case may be) all **customers' connection charges** for the **connection asset**, **connection location** or **connection transmission alternative** to account for the amount of the voluntary under-recovery of the **connection charges**.
- (4) If **Transpower** decides to voluntarily under-recover the **connection charges** for the **connection asset**, **connection location** or **connection transmission alternative** and a relevant **pricing year** during, or within 1 month of the start of, the relevant **pricing year**, **Transpower** is not required to (but may) start **customers' monthly connection charges** calculated under subclause (3) during, or from the start of, the relevant **pricing year**. However, any over-recovery of **annual connection charges** for the **connection asset**, **connection location** or **connection transmission alternative** and relevant **pricing**

**year** (accounting for the voluntary under-recovery) must be rebated, as appropriate, to the **customers** by way of an adjustment to their **transmission charges**—

- (a) if reasonably practicable, at the end of the relevant **pricing year**; or
- (b) otherwise, as soon as reasonably practicable during the next **pricing year**.

*Benefit-based Charges*

**81 Benefit-based Charge Adjustment Events**

- (1) The following events are **benefit-based charge adjustment events**:
  - (a) a **BBI** suffers **material damage**:
  - (b) a new **customer** connects to the **grid**:
  - (c) a **customer** (the exiting **customer**) ceases to be a **customer**:
  - (d) an existing **customer** (the connecting or disconnecting **customer**) connects **plant** to, or disconnects **plant** from, the **grid**:
  - (e) **large embedded plant** is connected to, or **large embedded plant** is disconnected from, a **host customer's** (the connecting or disconnecting **customer's**) **local network** or **grid-connected plant**:
  - (f) there is a **substantial sustained increase** by a **customer's** (the increasing **customer's**) existing **grid-connected plant**:
  - (g) there is a **substantial sustained increase** by existing **large embedded plant** connected to a **host customer's** (the increasing **customer's**) **local network** or **grid-connected plant**:
  - (h) a **distributor** (the connecting **distributor**) connects its **local network** at a **grid point of connection** (new **grid point of connection**) to which the connecting **distributor** was not connected immediately before connecting its **local network** at the new **grid point of connection**:
  - (i) the **point of connection** for existing **large plant** changes:
  - (j) a **customer** (the vendor) sells or otherwise transfers all or part of its business that constitutes it as a **beneficiary** of a **BBI** to another party (the purchaser):
  - (k) **Transpower** decides to voluntarily under-recover a **BBI's covered cost**:
  - (l) there is a **SSCGU**.
- (2) **Transpower** must not voluntarily under-recover a **BBI's covered cost** if the effect of doing so would be to increase **residual revenue** for any **pricing year**.
- (3) For the purposes of paragraphs (1)(d) and (1)(e)—
  - (a) a **large upgrade** of existing **plant** is treated as the connection of **large plant** equivalent in size to the **upgrade**; and
  - (b) a **large de-rating** of existing **plant** is treated as the disconnection of **large plant** equivalent in size to the **de-rating**; and
  - (c) a series of incremental **upgrades** or **de-ratings** of existing **plant** is treated as a **large upgrade** or **large de-rating** (as the case may be) if the incremental **upgrades** or **de-ratings** would constitute a **large upgrade** or **large de-rating** if undertaken at the same time.
- (4) For the purposes of paragraphs (1)(f) and (1)(g), whether the increase in **electricity** consumed or generated by the **large plant** is a **substantial sustained increase** in respect of a **BBI** must be assessed against the average annual **electricity** consumption or generation by the **large plant** explicitly or implicitly included in the current value of the increasing **customer's intra-regional allocator** for its **regional customer group** and the **BBI**.
- (5) To avoid doubt, the **benefit-based charge adjustment events** in paragraphs (1)(a) and (1)(k) do not result in any change to the relevant **BBI's BBI customer allocations**.

- (6) The **benefit-based charge adjustment event** in paragraph (1)(i) is treated as the **benefit-based charge adjustment events** in 1 or both of paragraphs (1)(d) and (1)(e) (depending on the previous and new **point of connection**) occurring in respect of the same **large plant**, provided that clause 85 will not apply except as specified in clause 88.
- (7) To avoid doubt, a vendor's sale or other transfer of all or part of its business that constitutes it as a **beneficiary** of a **BBI** to a purchaser is treated as the **benefit-based charge adjustment event** in paragraph (1)(j) and not the **benefit-based charge adjustment event** in paragraph (1)(b) or (1)(c).
- (8) Any of the **benefit-based charge adjustment events** in paragraphs (1)(b) to (1)(j) may also be a **SSCGU**, in which case both clause 91 and clause 83, 84, 85, 86, 87 or 88 (as applicable depending on the **benefit-based charge adjustment event**) will apply. However, clause 83, 84, 85, 86, 87 or 88 will only apply to a relevant **BBI** described in paragraph 91(2)(a) in respect of **pricing years** before the **SSCGU's start pricing year**.
- (9) For the purposes of subclauses 84(5), 84(6), 85(4) and 85(5) (which relate to **continuing BBIs**)—
- (a) the Bunnythorpe Haywards **Appendix A BBI** is deemed to have a **commissioning date** of 9 May 2015; and
  - (b) the **post-2019 CUWLP investment** is deemed to have a **commissioning date** of 1 January 2021; and
  - (c) if the **commissioning date** of any other **high-value intervening BBI** is not known to **Transpower**, the **high-value intervening BBI** is deemed to have a **commissioning date** determined by **Transpower**.

**82 Benefit-based Charge Adjustment Event: Material Damage**

- (1) This clause 82 applies in the case of the **benefit-based charge adjustment event** in paragraph 81(1)(a).
- (2) In this clause 82, a relevant **pricing year** is—
  - (a) the **event pricing year**; and
  - (b) each subsequent **pricing year** for which a **write-down** due to the **material damage** is not reflected in the **RAB** values or **values of commissioned asset** used to calculate the **BBI's covered cost** for the **pricing year**.
- (3) Subject to subclause (4), **Transpower** must, for each relevant **pricing year**—
  - (a) reduce the **BBI's covered cost** by an amount determined by **Transpower** to reflect a reasonable **write-down** of the **BBI** due to the **material damage**; and
  - (b) calculate or re-calculate (as the case may be) all **beneficiaries' benefit-based charges** for the **BBI** based on the reduction of the **BBI's covered cost** under paragraph (a).
- (4) If a **beneficiary** (the causing **beneficiary**) caused, or contributed to the cause of, the **material damage**, subclause (3) does not apply to the causing **beneficiary's benefit-based charge** for the **BBI**.
- (5) **Transpower** is not required to (but may) start a **beneficiary's monthly benefit-based charge** calculated under paragraph (3)(b) during, or from the start of, an **exempt pricing year** for the **beneficiary**. However, any over-recovery of the **BBI's covered cost** for the **exempt pricing year** (accounting for the **material damage**) must be rebated, as appropriate, to the **beneficiaries** (other than any causing **beneficiary**) by way of an adjustment to their **transmission charges**—
  - (a) if reasonably practicable, at the end of the **exempt pricing year**; or
  - (b) otherwise, as soon as reasonably practicable during the next **pricing year**.
- (6) **Transpower** must not increase any **transmission charges** for the **event pricing year** as a consequence of applying subclause (3).

**83 Benefit-based Charge Adjustment Event: New Customer**

- (1) This clause 83 applies in the case of the **benefit-based charge adjustment event** in paragraph 81(1)(b).
- (2) The new **customer**—
  - (a) is a **beneficiary** of each **post-2019 BBI** (a relevant **post-2019 BBI**) that has positive **regional NPB** for a **regional customer group** of which the new **customer** is expected to be a member (a relevant **regional customer group** for the relevant **post-2019 BBI**); and
  - (b) may be a **beneficiary** of 1 or more of the **Appendix A BBIs**.
- (3) **Transpower** must, for each relevant **post-2019 BBI**—
  - (a) estimate the value of the new **customer's intra-regional allocator** for each relevant **regional customer group** as if the new **customer's assets** were fully operational and taking into account—
    - (i) the type and **capacity** of the new **customer's assets**; and
    - (ii) the values of the **intra-regional allocators** for any other **customers** with **assets** of the same or a similar type as the new **customer's assets**; and

- (b) subject to subclause (4) and applying subclause (13) if required, calculate the new **customer's individual NPB** for the relevant **post-2019 BBI**—
- (i) under clause 47, 57 or 61 (as applicable depending on the method used to calculate **beneficiaries' BBI customer allocations** for the relevant **post-2019 BBI**); and
- (ii) based on the value of the new **customer's intra-regional allocator** for each relevant **regional customer group** estimated under paragraph (a), but excluding the value of the new **customer's intra-regional allocator** from the denominator of the formula in clause 47 or subclause 61(2) (as applicable) unless the **regional customer group** had no members immediately before the new **customer** joined it; and
- (c) calculate the new **customer's BBI customer allocation** for the relevant **post-2019 BBI** based on the new **customer's individual NPB** for the relevant **post-2019 BBI** calculated under paragraph (b), but excluding the value of the new **customer's individual NPB** from the denominator of the formula in subclause 43(1); and
- (d) scale down all **beneficiaries' (including the new customer's) BBI customer allocations** for the relevant **post-2019 BBI** by a factor (F) calculated as follows:

$$F = \frac{1}{1 + CA}$$

where CA is the new **customer's BBI customer allocation** for the relevant **post-2019 BBI** calculated under paragraph (c); and

- (e) calculate or re-calculate (as the case may be) all **beneficiaries' benefit-based charges** for the relevant **post-2019 BBI** based on the **beneficiaries' BBI customer allocations** calculated under paragraph (d).
- (4) If the new **customer** is in a **future regional customer group** for a relevant **BBI**, **Transpower** must calculate the new **customer's individual NPB** for the relevant **BBI** under paragraph (3)(b) in respect of the **future regional customer group** by using the **future regional customer group's notional IRA value** in the denominator of the formula in clause 47.
- (5) The following tables illustrate the application of subclause (3) to a new **customer (customer E)** entering **regional customer group Y** for a **post-2019 BBI** under the **price-quantity method** where **regional customer group Y** is not a **future regional customer group**:

**Before**

regional customer group	beneficiary	regional NPB	intra-regional allocator	individual NPB	BBI customer allocation
X	A	60	1	20	18.18%
	B		2	40	36.36%
Y	C	50	3	30	27.27%
	D		2	20	18.18%

**Transition** (paragraphs (3)(a) to (3)(c))

regional customer group	beneficiary	regional NPB	intra-regional allocator	individual NPB	BBI customer allocation
X	A	60	1	20	18.18%
	B		2	40	36.36%
Y	C	50	3	30	27.27%
	D		2	20	18.18%
	E		1 (estimated)	$1/5 \times 50 = 10$	$10/110 = 9.09\%$

**After** (paragraph (3)(d))

regional customer group	beneficiary	regional NPB	intra-regional allocator	individual NPB	BBI customer allocation (scaled by 1/1.0909)
X	A	60	1	20	16.67%
	B		2	40	33.33%
Y	C	50	3	30	25.00%
	D		2	20	16.67%
	E		1 (estimated)	10	8.33%

- (5A) Subclause (5C) applies to the new **customer's benefit-based charges** for **post-2019 BBIs** under the **simple method** if—

$$BBC_{(3) \text{ total}} > SMBC$$

where

$BBC_{(3) \text{ total}}$  is the new **customer's total benefit-based charges** for relevant **post-2019 BBIs** under the **simple method** if calculated under subclause (3)

$SMBC$  is the new **customer's simple method BBC cap**.

- (5B) Subject to subclause (9A), the new **customer's simple method BBC cap** ( $SMBC$ ) is calculated as follows:

$$SMBC = E \times \frac{1}{J} \sum_j \frac{BBC_{j \text{ total}}}{E_j}$$

where

$E$  is **Transpower's** estimate of the value of the new **customer's intra-regional allocator** for the relevant **regional customer group** under paragraph 83(3)(a)

$J$  is the number of **customers** of the same type as the new **customer** (**generator** or **connected asset owner**)—

- (a) at the new **customer's connection location**; or
- (b) if there are no such **customers** at the new **customer's connection location**, at the **connection location** electrically closest to the new **customer's connection location** at which there is 1 or more such **customers**, as determined by **Transpower**,

each such **customer** being **customer j**

$BBC_{j \text{ total}}$  is **customer j's total annual benefit-based charges for BBIs under the simple method for the current pricing year and regional customer group in which customer j's connection location is located**

$E_j$  is the value of **customer j's intra-regional allocator for the current simple method period and regional customer group in which customer j's connection location is located.**

(5C) If this subclause applies under subclause (5A), **Transpower** must, instead of applying the new **customer's benefit-based charges** for the relevant **post-2019 BBIs** under the **simple method** calculated under subclause (3)—

- (a) attribute part of the new **customer's simple method BBC cap** to each **investment region** in respect of which the relevant **regional customer group** has positive **regional NPB** as follows:

$$SMBC_{region} = SMBC \times \frac{BBC_{(3)}}{BBC_{(3) \text{ total}}}$$

where

$SMBC_{region}$  is the **part of the new customer's simple method BBC cap attributed to the investment region**

$SMBC$  is the **new customer's simple method BBC cap**

$BBC_{(3)}$  is the **part of the new customer's annual benefit-based charges for the relevant post-2019 BBIs under the simple method attributed to the investment region if calculated under paragraph 83(3)(e)**

$BBC_{(3) \text{ total}}$  is the **new customer's total annual benefit-based charges for the relevant BBIs under the simple method if calculated under paragraph 83(3)(e); and**

- (b) calculate the new **customer's BBI customer allocation** for each relevant **post-2019 BBI (CA)** as follows:

$$CA = \frac{SMBC_{region}}{CC_{region \text{ total}}}$$

where

$SMBC_{region}$  is the **part of the new customer's simple method benefit cap attributed to the investment region in which the relevant post-2019 BBI is located under paragraph (a)**

$CC_{\text{region total}}$  is the total **covered cost** of all relevant **post-2019 BBIs** under the **simple method** located in the **investment region** for the current **pricing year**; and

- (c) scale down all **beneficiaries'** (including the new **customer's**) **BBi customer allocations** for each relevant **post-2019 BBI** by a factor (F) calculated as follows:

$$F = \frac{1}{1 + CA}$$

where CA is the new **customer's BBI customer allocation** for the relevant **post-2019 BBI** calculated under paragraph (b); and

- (d) calculate or re-calculate (as the case may be) all **beneficiaries' benefit-based charges** for each relevant **post-2019 BBI** based on the **beneficiaries' BBI customer allocations** calculated under paragraph (c).

- (6) **Transpower** must, for each **Appendix A BBI**—

- (a) subject to subclause (9A), calculate the new **customer's BBI customer allocation** for the **Appendix A BBI** (CA) as follows:

$$CA = E \times \frac{1}{J} \sum_j BF_j$$

where

E is **Transpower's** estimate of the new **customer's** average annual **offtake** or **injection** at the new **customer's connection location** when the new **customer's assets** are fully operational

J is the number of **Appendix A customers** of the same type as the new **customer (generator or connected asset owner)**—

- (i) at the new **customer's connection location**; or
- (ii) if there are no such **Appendix A customers** at the new **customer's connection location**, at the **connection location** electrically closest to the new **customer's connection location** at which there is 1 or more such **Appendix A customers**, as determined by **Transpower**, each such **Appendix A customer** being **Appendix A customer j**

$BF_j$  is **Appendix A customer j's benefit factor** for the **Appendix A BBI** and the new **customer's connection location** (or the electrically closest connection location, as the case may be) (which may be zero); and

- (b) scale down all **beneficiaries'** (including the new **customer's**) **BBi customer allocations** for the **Appendix A BBI** by a factor (F) calculated as follows:

$$F = \frac{1}{1 + CA}$$

where CA is the new **customer's BBI customer allocation** for the **Appendix A BBI** calculated under paragraph (a); and



- (c) calculate or re-calculate (as the case may be) all **beneficiaries' benefit-based charges** for the **Appendix A BBI** based on the **beneficiaries' BBI customer allocations** calculated under paragraph (b).
- (7) An **Appendix A customer's benefit factor** for an **Appendix A BBI** and **connection location** (BF) is calculated as follows:

$$BF = \frac{CA}{E}$$

where

CA is the part of the **Appendix A customer's Appendix A allocation** for the **Appendix A BBI** attributable to the **connection location** (which may be 0)

E is—

- (a) if the **Appendix A customer** is a **Schedule 1 customer**, and subject to subclause (7A), the **Appendix A customer's average annual offtake** (for a **connected asset owner**) or **injection** (for a **generator**) at the **connection location** over **CMP D**, being the period the **Authority** used to calculate the **Schedule 1 allocations**, adjusted as necessary to take account of any adjustments of the type referred to in subclause 42(2); or
- (b) otherwise, the estimate of the **Appendix A customer's average annual offtake** (for a **connected asset owner**) or **injection** (for a **generator**) at the **connection location** over **CMP D** used to calculate the **Appendix A customer's Appendix A allocation** for the **Appendix A BBI**.
- (7A) This subclause applies to an **Appendix A customer** and **connection location** if—
- (a) paragraph (a) of the definition of variable E in subclause (7) applies to the calculation of the **Appendix A customer's benefit factors** for the **connection location**; and
- (b) the **Appendix A customer**—
- (i) is or was a **connected asset owner** at the **connection location** and had average annual **injection** at the **connection location** over **CMP D** that was greater than its average annual **offtake** at the **connection location** over **CMP D**; or
- (ii) is or was a **generator** at the **connection location** and had average annual **offtake** at a **connection location** over **CMP D** that was greater than its average annual **injection** at the **connection location** over **CMP D**.

If this subclause applies, **Transpower** must—

- (c) if the **Appendix A customer** is or was a **connected asset owner** at the **connection location**—
- (i) use the **Appendix A customer's average annual injection** at the **connection location** over **CMP D** as the value of variable E in subclause (7), instead of its average annual **offtake** at the **connection location** over **CMP D**; and
- (ii) treat the **Appendix A customer** as a **generator** at the **connection location** for the purposes of calculations under paragraph (6)(a); and
- (d) if the **Appendix A customer** is or was a **generator** at the **connection location**—
- (i) use the **Appendix A customer's average annual offtake** at the **connection location** over **CMP D** as the value of variable E in subclause (7), instead of its average annual **injection** at the **connection location** over **CMP D**; and
- (ii) treat the **Appendix A customer** as a **connected asset owner** at the **connection location** for the purposes of calculations under paragraph (6)(a).

- (8) For the purposes of the calculation under paragraph (6)(a), if the new **customer's assets** are **battery storage**—
- (a) the new **customer** must be treated as a **generator** and not a **connected asset owner**; and
  - (b) variable E must be **Transpower's** estimate of the new **customer's** average annual **injection** at the new **customer's connection location** when the new **customer's battery storage** is fully operational.
- (9) The following tables illustrate the application of subclause (6) to a new **customer (beneficiary E)** for an **Appendix A BBI**, where the incumbent **beneficiaries** are all **Appendix A customers** and the **benefit factors** for **beneficiaries B and C** are used in the calculation in subclause (6)(a):

**Before**

beneficiary	benefit factor	average annual offtake/injection	BBI customer allocation
A	0.1818	100	18.18%
B	0.1818	200	36.36%
C	0.0909	300	27.27%
D	0.0455	400	18.18%

**Transition (paragraph (6)(a))**

beneficiary	benefit factor	average annual offtake/injection	BBI customer allocation
A	0.1818	100	18.18%
B	0.1818	200	36.36%
C	0.0909	300	27.27%
D	0.0455	400	18.18%
E	$(0.1818 + 0.0909)/2 = 0.1364$	250 (estimated)	$0.1364 \times 250 = 34.10\%$

**After (paragraph (6)(b))**

beneficiary	benefit factor	annual offtake/injection	BBI customer allocation (scaled by 1/1.341)
A	0.1818	100	13.56%
B	0.1818	200	27.11%
C	0.0909	300	20.34%
D	0.0455	400	13.56%
E	0.1364	250 (estimated)	25.43%

- (9A) Despite subclause (5B) and paragraph (6)(a), **Transpower** may exclude from the calculation under subclause (5B) or paragraph (6)(a) (as the case may be) any other **customer's generating plant, consuming plant or local network** that is not reasonably comparable to the new **customer's generating plant, consuming plant or local network**, whether by reason of different expected operating modes or otherwise.
- (10) **Transpower** must start the new **customer's monthly benefit-based charges** calculated under paragraph (3)(e) or (6)(c) as soon as reasonably practicable. The new **customer's monthly benefit-**

**based charges** may include an adjustment as necessary to ensure the new **customer** pays its full **benefit-based charge** for each **BBI** from the date the new **customer** connected to the **grid**.

- (11) **Transpower** is not required to (but may) start any other **beneficiary's monthly benefit-based charges** re-calculated under paragraph (3)(e) or (6)(c) during, or from the start of, an **exempt pricing year** for the **beneficiary**. However, any over-recovery of the **benefit-based charge** for a **BBI** and **exempt pricing year** resulting from the start of the new **customer's monthly benefit-based charge** for the **BBI** must be rebated, as appropriate, to the other **beneficiaries** by way of an adjustment to their **transmission charges**—
- (a) if reasonably practicable, at the end of the **exempt pricing year**; or
  - (b) otherwise, as soon as reasonably practicable during the next **pricing year**.
- (12) Subclause (13) applies if the new **customer** is expected to be a member of a **regional customer group** under the **simple method** that—
- (a) had no members during **CMP C** for the relevant **simple method period**; and
  - (b) has **regional NPB** of 0 in respect of at least one **investment region** for the relevant **simple method period** (each a **zero RNPB investment region**).
- (13) If this subclause applies under subclause (12), **Transpower** must, for the purposes of the calculation under paragraph (3)(b), calculate **regional NPB** for the **regional customer group** in respect of each **zero RNPB investment region** (RNPB) as follows:

$$RNPB = \frac{RNPB_{type\ total}}{I \times IRA_{type\ total}} \times IRA \times \frac{RNPB_{inv\ total}}{RNPB_{total}}$$

where, subject to subclause (14)

$RNPB_{type\ total}$  is—

- (a) if the **regional customer group** is a **regional demand group**, the total of all other **regional demand groups' regional NPBs** in respect of all **investment regions** for the **simple method period**; or
- (b) if the **regional customer group** is a **regional supply group**, the total of all other **regional supply groups' regional NPBs** in respect of all **investment regions** for the **simple method period**

$I$  is the number of **investment regions** for the **simple method period**

$IRA_{type\ total}$  is—

- (a) if the **regional customer group** is a **regional demand group**, the total of all **customers' intra-regional allocator values** for all other **regional demand groups** for the **simple method period**; or
- (b) if the **regional customer group** is a **regional supply group**, the total of all **customers' intra-regional allocator values** for all other **regional supply groups** for the **simple method period**

$IRA$  is the value of the **customer's intra-regional allocator** estimated under paragraph 83(3)(a)

$RNPB_{inv\ total}$  is the total of all other **regional customer groups' regional NPBs** in respect of the **zero RNPB investment region** for which RNPB is being calculated

$RNPB_{total}$  is the total of all other **regional customer groups' regional NPBs** in respect of all **zero RNPB investment regions**.

- (14) The other **regional customer groups** referred to in the definitions of variables  $RNPB_{type\ total}$ ,  $RNPB_{inv\ total}$  and  $RNPB_{total}$  in subclause (13) exclude **regional customer groups** with no members.  
Clause 83(3)(a)(ii): amended, on 10 April 2024, by clause 5(1) of the Electricity Industry Participation Code Amendment (Benefit-based Charge Adjustment Event: New Customer) 2024.  
Clause 83(5): amended, on 10 April 2024, by clause 5(2) of the Electricity Industry Participation Code Amendment (Benefit-based Charge Adjustment Event: New Customer) 2024.  
Clause 83(5A), (5B) and (5C): inserted, on 10 April 2024, by clause 5(3) of the Electricity Industry Participation Code Amendment (Benefit-based Charge Adjustment Event: New Customer) 2024.  
Clause 83(6)(a): amended, on 10 April 2024, by clause 5(4) of the Electricity Industry Participation Code Amendment (Benefit-based Charge Adjustment Event: New Customer) 2024.  
Clause 83(7): amended, on 31 July 2023, by clause 18 of the Electricity Industry Participation Code Amendment (Transmission Pricing Methodology Amendments) 2023.  
Clause 83(7A): inserted, on 31 July 2023, by clause 18 of the Electricity Industry Participation Code Amendment (Transmission Pricing Methodology Amendments) 2023.  
Clause 83(9A): inserted, on 10 April 2024, by clause 5(5) of the Electricity Industry Participation Code Amendment (Benefit-based Charge Adjustment Event: New Customer) 2024.  
Clause 83(13): amended, on 17 June 2024, by clause 8 of the Electricity Industry Participation Code Amendment (Transmission Pricing Methodology Related Amendments) 2024.

#### **84 Benefit-based Charge Adjustment Event: Exiting Customer**

- (1) This clause 84 applies in the case of the **benefit-based charge adjustment event** in paragraph 81(1)(c).  
(2) The exiting **customer** ceases to be a **beneficiary** of each **BBi** (a relevant **BBi**) of which the exiting **customer** was a **beneficiary** immediately before ceasing to be a **customer**.

- (3) Subject to subclause (7), **Transpower**—

- (a) must, for each relevant **BBi**—

- (i) make the exiting **customer's BBi customer allocation** and **benefit-based charge** for the relevant **BBi** 0; and  
(ii) scale up all remaining **beneficiaries' BBi customer allocations** for the relevant **BBi** by a factor (F) calculated as follows:

$$F = \frac{1}{1 - CA}$$

where CA is the exiting **customer's BBi customer allocation** for the relevant **BBi** immediately before it was set to 0 under subparagraph (i); and

- (iii) re-calculate all remaining **beneficiaries' benefit-based charges** for the relevant **BBi** based on the remaining **beneficiaries' BBi customer allocations** calculated under subparagraph (ii); and  
(b) must not increase—  
(i) the remaining **beneficiaries' benefit-based charges** for the relevant **BBi** and **event pricing year**; or  
(ii) any other **transmission charges** for the **event pricing year**, as a consequence of applying subparagraph (a)(i).

- (4) The following tables illustrate the application of subclause c to a **customer** (**customer D**) exiting **regional customer group Y** for a **post-2019 BBI** that is not a **resiliency BBI**:

**Before**

regional customer group	beneficiary	regional NPB	intra-regional allocator	individual NPB	BBI customer allocation
X	A	60	1	20	16.67%
	B		2	40	33.33%
Y	C	50	3	30	25.00%
	D		2	20	16.67%
	E		1	10	8.33%

**After** (subparagraphs (3)(a)(i) and (3)(a)(ii))

regional customer group	beneficiary	regional NPB	intra-regional allocator	individual NPB	BBI customer allocation (scaled by 1/0.8333)
X	A	60	1	20	20.00%
	B		2	40	40.00%
Y	C	50	3	30	30.00%
	D		2	20	0%
	E		1	10	10.00%

- (5) In subclauses (6) and (7), a **continuing BBI** is any of the following **BBIs**:
- (a) the Bunnythorpe Haywards **Appendix A BBI** if—
    - (i) the exiting **customer** was a **beneficiary** of the Bunnythorpe Haywards **Appendix A BBI** immediately before ceasing to be a **customer**; and
    - (ii) the Bunnythorpe Haywards **Appendix A BBI** was **commissioned** less than 10 years before the date the exiting **customer** ceased to be a **customer**;
  - (b) a **post-2019 BBI**—
    - (i) which is not an **anticipatory BBI**; and
    - (ii) of which the exiting **customer** was a **beneficiary** immediately before ceasing to be a **customer**; and
    - (iii) in the case of a **post-2019 BBI** under a **standard method** or a **high-value intervening BBI** under the **simple method**, **commissioned** or deemed to have been **commissioned** less than 10 years before the date the exiting **customer** ceased to be a **customer**; and
    - (iv) in the case of any other **post-2019 BBI** under the **simple method**, **commissioned** during a **simple method period** that started less than 12.5 years before the date the exiting **customer** ceased to be a **customer**, provided that **Transpower** must treat all such **BBIs** **commissioned** during that **simple method period** in an investment region as a single **continuing BBI** in that investment region with a **covered cost** equal to the aggregate of all such **BBIs**’ **covered costs**.
- (6) Subclause (7) applies to a **continuing BBI** until—
- (a) in the case of the Bunnythorpe Haywards **Appendix A BBI**, a **post-2019 BBI** under a **standard method** or a **high-value intervening BBI** under the **simple method**, the start of the first **pricing**

- year that starts at least 10 years after the **continuing BBI's commissioning date** or deemed **commissioning date**; and
- (b) in the case of any other **post-2019 BBI** under the **simple method**, the start of the first **pricing year** that starts at least 12.5 years after the start of the **simple method period** during which the **continuing BBI** was **commissioned**.
- (7) If this subclause applies to a **continuing BBI** under subclause (6) and a **related entity** of the exiting **customer** is a **customer** after the exiting **customer** ceases to be a **customer**—
- (a) subparagraphs (3)(a)(ii) and (3)(a)(iii) do not apply; and
- (b) the exiting **customer's benefit-based charge** for the **continuing BBI** must be attributed (by way of increase) to the **related entity** in its capacity as a **customer**. If there is more than 1 **related entity**, this subclause applies to a **related entity** determined by **Transpower**; and
- (c) **Transpower** must start the **related entity's monthly benefit-based charges** attributed under paragraph (b) as soon as reasonably practicable. The **related entity's monthly benefit-based charges** may include an adjustment as necessary to ensure the **related entity** pays its full attributed **benefit-based charge** for the **continuing BBI** from the date the exiting **customer** ceased to be a **customer**.

Clause 84(5) & (6): replaced, on 17 June 2024, by clause 9 of the Electricity Industry Participation Code Amendment (Transmission Pricing Methodology Related Amendments) 2024.

## **85 Benefit-based Charge Adjustment Event: Large Plant Connected or Disconnected**

- (1) Subject to subclause 81(6), this clause 85 applies in the case of the **benefit-based charge adjustment event** in paragraph 81(1)(d) or 81(1)(e).
- (2) **Transpower** must, for a connecting **customer**—
- (a) comply with clause 83 as if the **large plant** had been connected to the **grid** by a separate new **customer** (the notional new **customer**) at—
- (i) if the **large plant** is connected to the **grid**, the **connection location** where the **large plant** is connected; or
- (ii) if the **large plant** is connected to the connecting **customer's local network**, the **connection location** electrically closest to the **large plant's electrically closest point of connection** to the **local network**, as determined by **Transpower**; or
- (iii) if the **large plant** is connected to the connecting **customer's grid-connected plant**, the **connection location** where the **grid-connected plant** is connected; and
- (b) attribute (by way of increase) the notional new **customer's BBI customer allocation** (and the inputs to its calculation) and **benefit-based charge** for each relevant **post-2019 BBI** and **Appendix A BBI** to the connecting **customer**.
- (3) Subject to subclause (6), **Transpower** must, for a disconnecting **customer**—
- (a) comply with clause 84 (without regard to subclauses 84(5) to 84(7)) as if the **large plant** had been disconnected from the **grid** by a separate exiting **customer** (the notional exiting **customer**) at—
- (i) if the **large plant** was connected to the **grid**, the **connection location** where the **large plant** was connected; or
- (ii) if the **large plant** was connected to the disconnecting **customer's local network**, the **connection location** electrically closest to the **large plant's electrically closest point of connection** to the **local network** before the **large plant** was disconnected, as determined by **Transpower**; or
- (iii) if the **large plant** was connected to the disconnecting **customer's grid-connected plant**, the **connection location** where the **grid-connected plant** is connected; and
- (b) attribute (by way of reduction) the notional exiting **customer's BBI customer allocation** (and the inputs to its calculation) and **benefit-based charge** for each relevant **BBI** to the disconnecting **customer**, provided that the minimum value of the disconnecting **customer's**

**BBI customer allocation** (and the inputs to its calculation) and **benefit-based charge** for each relevant **BBI** is 0.

- (4) In subclauses (5) and (6), a **continuing BBI** is any one of the following **BBIs**:
- (a) the Bunnythorpe Haywards **Appendix A BBI** if—
    - (i) the exiting **customer** was a **beneficiary** of the Bunnythorpe Haywards **Appendix A BBI** immediately before ceasing to be a **customer**; and
    - (ii) the Bunnythorpe Haywards **Appendix A BBI** was **commissioned** less than 10 years before the date the exiting **customer** ceased to be a **customer**:
  - (b) a **post-2019 BBI**—
    - (i) which is not an **anticipatory BBI**; and
    - (ii) of which the notional exiting **customer** was a **beneficiary** immediately before the disconnection of the **large plant**; and
    - (iii) in the case of a **post-2019 BBI** under a **standard method** or a **high-value intervening BBI** under the **simple method**, **commissioned** or deemed to have been **commissioned** less than 10 years before the date the **large plant** was disconnected; and
    - (iv) in the case of any other **post-2019 BBI** under the **simple method**, **commissioned** during a **simple method period** that started less than 12.5 years before the date the **large plant** was disconnected, provided that **Transpower** must treat all such **BBIs commissioned** during that **simple method period** in an investment region as a single **continuing BBI** in that investment region with a **covered cost** equal to the aggregate of all such **BBIs' covered costs**.
- (5) Subclause (6) applies to a **continuing BBI** until—
- (a) in the case of the Bunnythorpe Haywards **Appendix A BBI** or a **post-2019 BBI** under a **standard method** or a **high-value intervening BBI** under the **simple method**, the start of the first **pricing year** that starts at least 10 years after the **continuing BBI's commissioning date** or the deemed **commissioning date**; and
  - (b) in the case of any other **post-2019 BBI** under the **simple method**, the start of the first **pricing year** that starts at least 12.5 years after the start of the **simple method period** during which the **continuing BBI** was **commissioned**.
- (6) If this subclause applies to a **continuing BBI** under subclause (5) and the **large plant** owner or a **related entity** of the **large plant** owner (relevant person) is a **customer** after the disconnection of the **large plant**—
- (a) subparagraphs 84(3)(a)(ii) and 84(3)(a)(iii) do not apply; and
  - (b) the notional exiting **customer's benefit-based charge** for the **continuing BBI** must be attributed (by way of increase) to the relevant person in its capacity as a **customer**. If there is more than 1 relevant person, this subclause applies to—
    - (i) the **large plant** owner; or
    - (ii) if the **large plant** owner is not a **customer** after the disconnection of the **large plant**, a **related entity** determined by **Transpower**; and
  - (c) **Transpower** must start the relevant person's **monthly benefit-based charges** attributed under paragraph (b) as soon as reasonably practicable. The relevant person's **monthly benefit-based charges** may include an adjustment as necessary to ensure the relevant person pays its full attributed **benefit-based charge** for the **continuing BBI** from the date the **large plant** was disconnected.

Clause 85(4) & (5): replaced, on 17 June 2024, by clause 10 of the Electricity Industry Participation Code Amendment (Transmission Pricing Methodology Related Amendments) 2024.

## 86 Benefit-based Charge Adjustment Event: Substantial Sustained Increase

- (1) This clause 86 applies in the case of the **benefit-based charge adjustment event** in paragraph 81(1)(f) or 81(1)(g).
- (2) **Transpower** must—
  - (a) comply with clause 83 as if the **substantial sustained increase** were attributable to **plant** connected to the **grid** by a separate new **customer** (the notional new **customer**) at—
    - (i) if the **substantial sustained increase** is in **electricity** consumed or generated by **grid-connected plant**, the **connection location** where the **grid-connected plant** is connected; or
    - (ii) if the **substantial sustained increase** is in **electricity** consumed or generated by **large embedded plant** connected to the increasing **customer's local network**, the **connection location** electrically closest to the **large embedded plant's** electrically closest **point of connection** to the **local network**, as determined by **Transpower**; or
    - (iii) if the **substantial sustained increase** is in **electricity** consumed or generated by **large embedded plant** connected to the increasing **customer's grid-connected plant**, the **connection location** where the **grid-connected plant** is connected; and
  - (b) attribute the notional new **customer's BBI customer allocation** (and the inputs to its calculation) and **benefit-based charge** for each relevant **post-2019 BBI** and **Appendix A BBI** to the increasing **customer**.

**87 Benefit-based Charge Adjustment Event: Distributor Connection at Grid Point of Connection**

- (1) This clause 87 applies in the case of the **benefit-based charge adjustment event** in paragraph 81(1)(h).
- (2) In this clause 87, a relevant **BBI** is a **BBI** that has at least 1 **regional customer group** with positive **regional NPB** that the connecting **distributor** became a member of by connecting at the new **grid point of connection** (and of which the connecting **distributor** was not a member immediately before connecting at the new **grid point of connection**).
- (3) **Transpower** must for each relevant **BBI** (and no other **BBIs**)—
  - (a) comply with clause 83 as if a **local network** had been connected at the new **grid point of connection** by a separate new **distributor** (the notional new **distributor**), provided that the estimate of the notional new **distributor's intra-regional allocators** must take into account any expected reduction in the connecting **distributor's offtake or injection at grid points of connection** in other **modelled regions** as a result of the connection of the connecting **customer's local network** at the new **grid point of connection** (with any such reduction to be set off against the estimate of the notional new **distributor's offtake or injection** at the new **grid point of connection**); and
  - (b) attribute the notional new **distributor's BBI customer allocation** (and the inputs to its calculation) and **benefit-based charge** for each relevant **BBI** to the connecting **distributor**.

Clause 87 Heading: amended, on 31 July 2023, by clause 19 of the Electricity Industry Participation Code Amendment (Transmission Pricing Methodology Amendments) 2023.

**88 Benefit-based Charge Adjustment Event: Changed Point of Connection**

- (1) This clause 88 applies in the case of the **benefit-based charge adjustment event** in paragraph 81(1)(i).
- (2) **Transpower** must—
  - (a) apply subclauses 85(2) and 85(3) to calculate the notional new **customer's** and notional exiting **customer's BBI customer allocations**; and
  - (b) identify the **BBIs** of which both the notional new **customer** and notional exiting **customer** are **beneficiaries** (the relevant **BBIs**).



- (3) If the notional new **customer's BBI customer allocation** for a relevant **BBI** is equal to or more than the notional exiting **customer's BBI customer allocation** for the relevant **BBI**, **Transpower** must—
  - (a) apply paragraph 85(2)(b) for the connecting **customer** and relevant **BBI**; and
  - (b) apply paragraph 85(3)(b) for the disconnecting **customer** and relevant **BBI** (without regard to subclause 85(5)).
- (4) If the notional exiting **customer's BBI customer allocation** for a relevant **BBI** is more than the notional new **customer's BBI customer allocation** for the relevant **BBI**, **Transpower** must—
  - (a) apply paragraph 85(2)(b) for the connecting **customer** and relevant **BBI**, but by attributing to the connecting **customer** the notional exiting **customer's BBI customer allocation** (and the inputs to its calculation) and **benefit-based charge** for the relevant **BBI** instead of the notional new **customer's**; and
  - (b) apply paragraph 85(3)(b) for the disconnecting **customer** and relevant **BBI** (without regard to subclause 85(5)).

**89 Benefit-based Charge Adjustment Event: Sale of Business**

- (1) This clause 89 applies in the case of the **benefit-based charge adjustment event** in paragraph 81(1)(j).
- (2) **Transpower** must, for a sale of part of the vendor's business—
  - (a) determine an apportionment between the vendor and purchaser of the vendor's **BBI customer allocation** (and the inputs to its calculation) for the **BBI** taking into account the size and nature of the transferred business; and
  - (b) calculate or re-calculate (as the case may be) the vendor's and purchaser's **benefit-based charges** for the **BBI** based on the apportionment of the vendor's **BBI customer allocation** under paragraph (a); and
  - (c) calculate or re-calculate (as the case may be) the vendor's and purchaser's **cap recovery charge** and **prudent discount recovery charges** for the **event pricing year** to account for—
    - (i) the vendor's and purchaser's **annual benefit-based charges** calculated under paragraph (b); and
    - (ii) any **annual residual charge** for the vendor or purchaser calculated under subclause 94(2) or 94(3) in respect of the same sale of business.
- (3) **Transpower** must, for a sale of all of the vendor's business—
  - (a) attribute the vendor's **BBI customer allocation** (and the inputs to its calculation) for the **BBI** to the purchaser; and
  - (b) calculate or re-calculate (as the case may be) the purchaser's **benefit-based charge** for the **BBI** based on the attribution of the vendor's **BBI customer allocation** under paragraph (a); and
  - (c) calculate or re-calculate (as the case may be) the purchaser's **cap recovery charge** and **prudent discount recovery charges** for the **event pricing year** to account for—
    - (i) the purchaser's **annual benefit-based charge** calculated under paragraph (b); and
    - (ii) any **annual residual charge** for the vendor or purchaser calculated under clause 94(2) or 94(3) in respect of the same sale of business.
- (4) **Transpower** must start the purchaser's **monthly benefit-based charge** calculated under paragraph (2)(b) or (3)(b) as soon as reasonably practicable. The purchaser's **monthly benefit-based charge**

may include an adjustment as necessary to ensure the purchaser pays its full **benefit-based charge** for the **BBI** from the date of the transfer.

- (5) **Transpower** is not required to (but may) start the vendor's **monthly benefit-based charge** calculated under paragraph (2)(b) during, or from the start of, an **exempt pricing year** for the vendor. However, any over-recovery of the **annual benefit-based charge** for the **BBI** and **exempt pricing year** resulting from the start of the purchaser's **monthly benefit-based charge** for the **BBI** must be rebated to the vendor by way of an adjustment to its **transmission charges**—
- (a) if reasonably practicable, at the end of the **exempt pricing year**; or
  - (b) otherwise, as soon as reasonably practicable during the next **pricing year**.

**90 Benefit-based Charge Adjustment Event: Voluntary Under-recovery**

- (1) This clause 90 applies in the case of the **benefit-based charge adjustment event** in paragraph 81(1)(k).
- (2) In this clause 90, a relevant **pricing year** is a **pricing year** for which **Transpower** decided to voluntarily under-recover the **BBI's covered cost**.
- (3) **Transpower** must, for each relevant **pricing year**, calculate or re-calculate (as the case may be) all **beneficiaries' benefit-based charges** for the **BBI** to account for the amount of the voluntary under-recovery of the **BBI's covered cost**.
- (4) If **Transpower** decides to voluntarily under-recover the **BBI's covered cost** for a relevant **pricing year** during, or within 1 month of the start of, the relevant **pricing year**, **Transpower** is not required to (but may) start **beneficiaries' monthly benefit-based charges** calculated under subclause (3) during, or from the start of, the relevant **pricing year**. However, any over-recovery of the **BBI's covered cost** for the relevant **pricing year** (accounting for the voluntary under-recovery) must be rebated, as appropriate, to the **beneficiaries** by way of an adjustment to their **transmission charges**—
- (a) if reasonably practicable, at the end of the relevant **pricing year**; or
  - (b) otherwise, as soon as reasonably practicable during the next **pricing year**.

**91 Benefit-based Charge Adjustment Event: SSCGU**

- (1) This clause 91 applies in the case of the **benefit-based charge adjustment event** in paragraph 81(1)(l).
- (2) **Transpower** must—
- (a) determine which **post-2019 BBIs**, if any, satisfy all of the following conditions (the relevant **BBIs**):
    - (i) the **post-2019 BBI** is expected to be **high-value** at the start of the **SSCGU's start pricing year**;
    - (ii) the distribution of **regional NPB** for the **post-2019 BBI** is likely to have changed materially as a result of the **SSCGU**, compared to the distribution of **regional NPB** for the **post-2019 BBI** immediately before the **SSCGU**;
    - (iii) the **SSCGU** was not a **market scenario** used to calculate the existing **BBI customer allocations** for the **post-2019 BBI**; and
  - (b) for each relevant **BBI**, re-calculate **beneficiaries' BBI customer allocations** as if the relevant **BBI** were a new **high-value post-2019 BBI** for which—
    - (i) the **standard method calculation period** starts on the date of the **SSCGU**; and
    - (ii) the **final investment decision date** is the date of the **SSCGU**.

- (3) In carrying out the re-calculation under paragraph b.ii, **Transpower** may use—
  - (a) a different **standard method** than was used to calculate the existing **BBI customer allocations** for the relevant **BBI**; or
  - (b) different **factual, counterfactual, investment grids, system limits, scenarios, modelled regions and regional customer groups** than were used to calculate the existing **BBI customer allocations** for the relevant **BBI**.
- (4) From the **SSCGU's start pricing year**, **Transpower** must calculate **beneficiaries' benefit-based charges** for each relevant **BBI** based on the **beneficiaries' BBI customer allocations** for the relevant **BBI** re-calculated under paragraph (2)(b).

#### *Residual Charges*

### **92 Residual Charge Adjustment Events**

- (1) The following events are **residual charge adjustment events**:
  - (a) a **customer** (the exiting **load customer**) ceases to be a **customer**;
  - (b) a **customer** (the vendor) sells or otherwise transfers all or part of its business that constitutes it as a **load customer** to another party (the purchaser);
  - (c) **Transpower** decides to voluntarily under-recover **residual revenue**.
- (2) **Transpower** must not voluntarily under-recover **residual revenue** for a **pricing year** if the effect of doing so would be to increase **residual revenue** for any other **pricing year**.
- (3) To avoid doubt, a vendor's sale or other transfer of all or part of its business that constitutes it as a **load customer** to a purchaser is treated as the **residual charge adjustment event** in paragraph (1)(b) and not the **residual charge adjustment event** in paragraph (1)(a), and the purchaser is not treated as a new **load customer**.

### **93 Residual Charge Adjustment Event: Exiting Load Customer**

- (1) This clause 93 applies in the case of the **residual charge adjustment event** in paragraph 92(1)(a).
- (2) **Transpower**—
  - (a) must make the exiting **load customer's AMDR** and **residual charge** 0; and
  - (b) must not increase—
    - (i) any other **load customer's residual charge** for the **event pricing year**; or
    - (ii) any other **transmission charges** for the **event pricing year**,  
as a consequence of applying paragraph (a).

### **94 Residual Charge Adjustment Event: Sale of Business**

- (1) This clause 94 applies in the case of the **residual charge adjustment event** in paragraph 92(1)(b).

- (2) **Transpower** must, for a sale of part of the vendor's business—
- (a) determine an apportionment between the vendor and purchaser of the vendor's **AMDR** (and the inputs to its calculation) taking into account the size and nature of the transferred business; and
  - (b) calculate or re-calculate (as the case may be) the vendor's and purchaser's **residual charges** based on the apportionment of the vendor's **AMDR** under paragraph (a) (but not any change in **residual revenue** that may have occurred during the **event pricing year**); and
  - (c) calculate or re-calculate (as the case may be) the vendor's and purchaser's **cap recovery charge** and **prudent discount recovery charges** for the **event pricing year** to account for—
    - (i) the vendor's and purchaser's **annual residual charges** calculated under paragraph (b); and
    - (ii) any **annual benefit-based charges** for the vendor or purchaser calculated under subclause 89(2) or 89(3) in respect of the same sale of business.
- (3) **Transpower** must, for a sale of all of the vendor's business—
- (a) attribute the vendor's **AMDR** (and the inputs to its calculation) to the purchaser; and
  - (b) calculate or re-calculate (as the case may be) the purchaser's **residual charge** based on the attribution of the vendor's **AMDR** under paragraph (a); and
  - (c) calculate or re-calculate (as the case may be) the purchaser's **cap recovery charge** and **prudent discount recovery charges** for the **event pricing year** to account for—
    - (i) the purchaser's **annual residual charges** calculated under paragraph (b); and
    - (ii) any **annual benefit-based charges** for the vendor or purchaser calculated under subclause 89(2) or 89(3) in respect of the same sale of business.
- (4) **Transpower** must start the purchaser's **monthly residual charge** calculated under paragraph (2)(b) or (3)(b) as soon as reasonably practicable. The purchaser's **monthly residual charge** may include an adjustment as necessary to ensure the purchaser pays its full **residual charge** from the date of the transfer.
- (5) **Transpower** is not required to (but may) start the vendor's **monthly residual charge** calculated under paragraph (2)(b) during, or from the start of, an **exempt pricing year** for the vendor. However, any over-recovery of **residual revenue** for the **exempt pricing year** resulting from the start of the purchaser's **monthly residual charge** must be rebated to the vendor by way of an adjustment to its **transmission charges**—
- (a) if reasonably practicable, at the end of the **exempt pricing year**; or
  - (b) otherwise, as soon as reasonably practicable during the next **pricing year**.

**95 Residual Charge Adjustment Event: Voluntary Under-recovery**

- (1) This clause 95 applies in the case of the **residual charge adjustment event** in paragraph 92(1)(c).
- (2) In this clause 95, a relevant **pricing year** is a **pricing year** for which **Transpower** decided to voluntarily under-recover **residual revenue**.
- (3) **Transpower** must, for each relevant **pricing year**, calculate or re-calculate (as the case may be) all **load customers' residual charges** for the discounted **pricing year** to account for the amount of the voluntary under-recovery of **residual revenue**.
- (4) If **Transpower** decides to voluntarily under-recover **residual revenue** for a relevant **pricing year** during, or within 1 month of the start of, the relevant **pricing year**, **Transpower** is not required to (but may) start **load customers' monthly residual charges** calculated under subclause (3) during, or from the start of, the relevant **pricing year**. However, any over-recovery of **residual revenue** for the

relevant **pricing year** (accounting for the voluntary under-recovery) must be rebated, as appropriate, to **load customers** by way of an adjustment to their **transmission charges**—

- (a) if reasonably practicable, at the end of the relevant **pricing year**; or
- (b) otherwise, as soon as reasonably practicable during the next **pricing year**.

## Part G Reassignment

### 96 Effect of Reassignment

If an **eligible BBI** is **reassigned**, **Transpower** must, from the **reassignment's start pricing year**—

- (a) reduce the **eligible BBI's covered cost** by the **eligible BBI's reassignment amount**; and
- (b) calculate **beneficiaries' benefit-based charges** for the **eligible BBI** based on the reduction of the **eligible BBI's covered cost** under paragraph (a).

### 97 Reassignment Amount

The **reassignment amount** for a **reassigned eligible BBI** (RA) is calculated as follows:

$$RA = CC \times (1 - RF)$$

where

CC is the **eligible BBI's covered cost**

RF is the **eligible BBI's reassignment factor**.

### 98 Eligibility for Reassignment

- (1) Before or as soon as reasonably practicable after the start of a **pricing year**, **Transpower** must **publish**—

- (a) a list of **BBIs** that satisfy paragraph (a) of the definition of **eligible BBI** in clause 3 as at the start of the **pricing year**; and
- (b) identify which of the listed **BBIs** are **post-2019 BBIs** that satisfy subparagraph (b)(i) of the definition of **eligible BBI** in clause 3 as at the start of the **pricing year**.

- (2) The **reassignment threshold** (RT) for a **pricing year** is—

- (a) \$5m for the **first pricing year**; and
- (b) calculated as follows for each **pricing year** after the **first pricing year**:

$$RT = \$5m \times \frac{CPI}{CPI_{base}}$$

where

CPI is the average of the quarterly **CPIs** for the preceding **financial year**

CPI<sub>base</sub> is the average of the quarterly **CPIs** for the most recent complete **financial year** before the start of the **first pricing year**.

- (3) If there is a base adjustment to **CPI**, the calculation in paragraph (2)(b) is to include an equivalency adjustment to eliminate the impact of the base adjustment.

### 99 Reassignment Application

- (1) If an **eligible person** wishes for a **BBI** to be **reassigned**, the **eligible person** must submit to **Transpower** a written **application** for **reassignment** that meets the requirements of subclause (2).

- (2) An **application for reassignment** must—
  - (a) contain all of the information described in the relevant **application requirements**; and
  - (b) contain reasonable evidence that the conditions for **reassignment** in this **transmission pricing methodology** are met; and
  - (c) be accompanied by an **independent verification** of the **application**.
- (3) The **eligible person** must provide **Transpower** with any additional information **Transpower** determines is necessary to enable it to assess the **application**.

#### 100 Application Screening and Publication

- (1) **Transpower** must reject an **application for reassignment** without assessing the **application** further if, when **Transpower** receives the **application**—
  - (a) the applicant is not an **eligible person**; or
  - (b) the **BBI** to which the **application** relates is not an **eligible BBI**.
- (2) **Transpower** may reject an **eligible person's application for reassignment** without assessing the **application** further—
  - (a) under subclause 14(1); or
  - (b) if an **eligible person** has previously applied for **reassignment** on substantially the same basis as the new **application** and **Transpower**—
    - (i) rejected the previous **application**; and
    - (ii) determines there has not been a change in circumstances since its decision on the previous **application** that materially increases the likelihood of the new **application** being approved.
- (3) **Transpower** is not required to consult on any decision to reject an **application** under subclause (1), (2) or 14(1).
- (4) Unless **Transpower** rejects an **application** under subclause (1), (2) or 14(1), and subject to clause 106, **Transpower** must **publish** the **application** and any information the **eligible person** provides to **Transpower** under subclause 99c.

#### 101 Assessment

- (1) In assessing an **eligible person's application for reassignment**, **Transpower**—
  - (a) is not obliged to use the information the **eligible person** provided in or in support of the **application**; and
  - (b) may use any other information relevant to the **application**.
- (2) **Transpower** must approve the **application** if **Transpower** determines that—
  - (a) the **eligible BBI** to which the **application** relates has a **BBI reassignment factor** of less than 0.8; and
  - (b) the circumstances causing the **BBI reassignment factor** to be less than 0.8—
    - (i) are reasonably likely to persist for at least 5 years after they occurred; and
    - (ii) have not resulted, and are not reasonably likely to result, in a **write-down** of assets comprised in the **BBI**.
- (3) Otherwise, **Transpower** must reject the **application**.

## 102 Forecast Peak Loading and Reassignment Factors

- (1) The **forecast loading period** for an **eligible BBI** the subject of a **reassignment** application is the period starting on the date **Transpower** receives the application and ending on the later of—
  - (a) 10 years after the date **Transpower** receives the application; and
  - (b) if the **eligible BBI** is a **post-2019 BBI** to which subparagraph (b)(i) of the definition of **eligible BBI** in clause 3 does not apply, 20 years after the **eligible BBI's commissioning date**.
- (2) **Forecast peak loading** for a **transmission investment** comprised in the **eligible BBI** is the expected future peak electrical loading of the **transmission investment** over the **eligible BBI's forecast loading period**, as determined by **Transpower**.
- (3) The **investment reassignment factor** for a **transmission investment** comprised in the **eligible BBI** is the proportion of the **transmission investment's total replacement cost** (adjusted proportionately for any previous **write-down** of assets comprised in the **transmission investment**) **Transpower** determines it would incur to replace the **transmission investment** with a **transmission investment**—
  - (a) of the same type; and
  - (b) with a service potential sufficient to meet the **forecast peak loading** and reasonable **grid contingencies**, but no more.
- (4) The **BBI reassignment factor** for the **eligible BBI** (BRF) is calculated as follows:

$$BRF = \frac{1}{CC_{total}} \sum_i (CC_i \times IRF_i)$$

where

$CC_{total}$  is the **eligible BBI's covered cost** for the **pricing year** during which the application for **reassignment** was received

$CC_i$  is the part of the **eligible BBI's covered cost** for the **pricing year** during which the application for **reassignment** was received attributable to **transmission investment i**, where **transmission investment i** is a **transmission investment** comprised in the **eligible BBI**

$IRF_i$  is **transmission investment i's investment reassignment factor**.

- (5) **Transpower** may **publish** in the **reassignment practice manual**, for 1 or more types of **transmission investment** in, or in relation to, **interconnection assets**, information about the relationship between the **transmission investment's forecast peak loading** and its **investment reassignment factor**, which may include 1 or more methods of calculating the **investment reassignment factor** as a function of **forecast peak loading**.

## 103 Consultation on Draft Decision

- (1) Subject to subclause 100(3), **Transpower** must consult with all **customers** on its draft decision to approve or reject an **eligible person's application** for **reassignment**.
- (2) Subject to clause 106, **Transpower's** consultation under subclause (1) must include the information specified in paragraphs 105(a), 105(b) and 105(c) for the draft decision.

## 104 Decision and Independent Review



- (1) If **Transpower** decides to approve an **eligible person's application** for **reassignment**, **Transpower** may approve a different **BBI reassignment factor** than sought in the **application**.
- (2) **Transpower** must notify the **eligible person** whether **Transpower** approves or rejects the **application**. **Transpower's** notice must include the information specified in paragraphs 105(a), 105(b) and 105(c).
- (3) The **eligible person** may, within 60 days of **Transpower** notifying the **eligible person** of **Transpower's** decision on the **application**, refer any aspect of **Transpower's** decision to an **independent expert** for review.
- (4) The **independent expert's** decision will be binding on **Transpower** and the **eligible person**, and will have effect as if **Transpower** had made the decision itself, except that the **eligible person** may not refer the decision to an **independent expert** again.
- (5) The costs of the **independent expert** must be met by the **eligible person** unless the **independent expert** decides an aspect of **Transpower's** decision under review was unreasonable, in which case **Transpower** may be required to meet all or some of the costs of the **independent expert**, as determined by the **independent expert**.

#### **105 Decision to be Published**

Subject to clause 106, as soon as reasonably practicable after the **reassignment confirmation date**, **Transpower** must **publish**—

- (a) its decision to approve or reject the **eligible person's application** for **reassignment**; and
- (b) if **Transpower** approves the **application**, the **eligible BBI** and its **BBI reassignment factor**; and
- (c) **Transpower's** analysis supporting its decision, including any material departures from the assumptions and methodologies in the **reassignment practice manual** and the reasons for those departures; and
- (d) any report prepared by an **independent expert** relating to the **reassignment**.

#### **106 Commercially Sensitive Information**

- (1) Subject to subclause (2), **Transpower** is not obliged to **publish** or otherwise disclose any information under subclause 100(4) or 103(2) or clause 105 if—
  - (a) the **eligible person** identifies the information as commercially sensitive; and
  - (b) **Transpower** determines the disclosure of the information would be likely to commercially disadvantage the **eligible person** or any other person, in a material manner.
- (2) **Transpower** must always **publish** under subclause 103(2) and clause 105 at least—
  - (a) its draft decision or decision (as the case may be) to approve or reject the **eligible person's application** for **reassignment**; and
  - (b) if the **application** is approved, the **eligible BBI** and its **BBI reassignment factor**.

**107 Reversal for Increased Forecast Peak Loading**

- (1) **Transpower** must fully or partially reverse a **reassignment** if—
  - (a) **Transpower** determines that the **forecast peak loading** of 1 or more of the **transmission investments** comprised in the relevant **BBI** have increased such that the **BBI's BBI reassignment factor** has increased; and
  - (b) **Transpower** determines that the circumstances causing the **BBI reassignment factor** to have increased are reasonably likely to persist for at least 5 years after they occurred; and
  - (c) at the time of the reversal, the total **closing RAB value** of all assets comprised in the **BBI** for the most recent complete **financial year** is at least the **reassignment threshold**.
- (2) If **Transpower** proposes to fully or partially reverse the **reassignment**—
  - (a) clause 103 applies as if that clause applied to **Transpower's** draft decision to reverse the **reassignment**;
  - (b) **Transpower** must **publish** its decision on the reversal, including—
    - (i) the **BBI's** new **BBI adjustment factor**; and
    - (ii) **Transpower's** analysis supporting its decision, including any material departures from the assumptions and methodologies in the **reassignment practice manual** and the reasons for those departures; and
  - (c) an **eligible person** for the **BBI** may, within 60 days of **Transpower** publishing its decision on the reversal, refer any aspect of **Transpower's** decision to an **independent expert** for review, in which cases subclauses 104(4) and 104(5) will apply; and
  - (d) clauses 105 and 106 apply as if those clauses applied to **Transpower's** decision on the reversal and the **eligible person** referred to in paragraph 106(1)(a) were any **eligible person** who referred **Transpower's** decision to an **independent expert** under paragraph (c).
- (3) If **Transpower** determines that the **BBI's BBI reassignment factor** is 0.8 or more, **Transpower** must fully reverse the **reassignment**.
- (4) To avoid doubt, all references to the **BBI's BBI reassignment factor** in this clause 107 refer to the **BBI reassignment factor** calculated by reference to the **replacement costs** of the **transmission investments** comprised in the **BBI** without any adjustment for their **investment reassignment factors** for the current **reassignment** of the **BBI**.
- (5) A full or partial reversal of **reassignment** under this clause 107 will have effect from the first **pricing year** that starts at least 6 months (or such shorter period as **Transpower** may determine is practicable) after the **reassignment confirmation date**.

**108 Reversal for Subsequent Write-Down**

- (1) **Transpower** must fully reverse a **reassignment** if the circumstances causing the relevant **BBI reassignment factor** to be less than 0.8 result in a **write-down** of assets comprised in the relevant **BBI**.
- (2) A reversal of **reassignment** under subclause (1) will have effect from the first **pricing year** that starts after the end of the **financial year** during which the **write-down** occurred.

**109 Application Fees, Application Requirements and Reassignment Practice Manual**

- (1) **Transpower** must **publish** the **application requirements** and the **application fees**, if any, for **reassignment applications** by the start of the **first pricing year**. **Transpower** may **publish** updates to the **application requirements** and **application fees** from time to time.
- (2) **Transpower** may from time to time **publish**, and **publish** updates to, a **reassignment practice manual**.

- (3) The **reassignment practice manual** must not contain any assumptions or methodologies that are inconsistent with this Code.
- (4) Subject to subclause (5), **Transpower** must consult with all **customers** on the **reassignment practice manual** or any update to it before **publishing the reassignment practice manual** or update.
- (5) **Transpower** is not required to consult on an update to the **reassignment practice manual** if **Transpower** determines—
  - (a) the update is technical and non-controversial; or
  - (b) there is widespread support for the update among **customers**; or
  - (c) there has been adequate prior consultation on the update so that all relevant views of **customers** have been considered.
- (6) The **reassignment practice manual** is not binding on **Transpower** or any **independent expert**.
- (7) **Transpower** must review the content of the **reassignment practice manual** and consider whether any of the content is appropriate for incorporation in this **transmission pricing methodology** by way of a review under clause 12.85 of this Code no later than 7 years after its date of **publication** and, after that, at intervals of no more than 7 years.
- (8) The **reassignment practice manual** may be part of the same document in which the **assumptions book** or **prudent discount practice manual** is contained.

## Part H Transitional Price Cap

### 110 Cap and Cap Condition

- (1) Despite anything else in this **transmission pricing methodology**, a **capped customer's transmission charges** for each **pricing year** preceding **pricing year 2038** must be reduced by the minimum amount necessary (if any) to ensure the **cap condition** is satisfied for the **capped customer** and **pricing year**.
- (2) The **cap condition** for a **pricing year** is:

$$CC - IC_{19} - HVDC_{19} \leq DC$$

where

CC is a **capped customer's capped charges** for the **pricing year**

IC<sub>19</sub> is the **capped customer's** annual interconnection charge for **pricing year 2019** under the **previous transmission pricing methodology**

HVDC<sub>19</sub> is the **capped customer's** annual HVDC charge for **pricing year 2019** under the **previous transmission pricing methodology**

DC is the **capped customer's difference cap** for the **pricing year**.

- (3) The **cap condition** is applied, and the **difference cap** is calculated, subject to any applicable **prudent discount** or **previous discount** that applies or applied at the relevant time.
- (4) *[Revoked]*
- (5) The **cap condition** applies at the start of a **pricing year** only. The **cap condition** is not applied again, and **difference caps** are not re-calculated, if there is an adjustment to **transmission charges** during the **pricing year**.
- (6) Despite anything else in this clause 110, the **cap condition** must not result in **Transpower** recovering less than **recoverable revenue** for a **pricing year**. If **Transpower** determines it is necessary to do so, **Transpower** may reduce all **capped customers' cap reductions** for a **pricing year** on a pro rata basis to ensure **Transpower** recovers **recoverable revenue** for the **pricing year** (but not more than **recoverable revenue** for the **pricing year**).

Clause 110(4): revoked, on 31 July 2023, by clause 20 of the Electricity Industry Participation Code Amendment (Transmission Pricing Methodology Amendments) 2023.

### 111 Difference Cap

- (1) A **capped customer's difference cap** for **pricing year n** (DC<sub>n</sub>) is calculated as follows:

$$DC_n = NEB_{19} \times (0.035 + (0.02 \times N) + \Delta CPI_n + \Delta TGE_n)$$

where

NEB<sub>19</sub> is the **capped customer's notional electricity bill** for **pricing year 2019** calculated under subclause (2)

N is—  
0 if the **capped customer** is a **distributor**; or  
the greater of 0 and n-2024 if the **capped customer** is a **direct consumer**

$\Delta CPI_n$  is the proportionate change in **CPI** for **pricing year n** calculated under subclause (3)

$\Delta TGE_n$  is the proportionate increase (if any) in the **capped customer's total gross energy** for **pricing year n** calculated under subclause (5).

- (2) A **capped customer's** notional **electricity** bill for **pricing year 2019** ( $NEB_{19}$ ) is calculated as follows:

$$NEB_{19} = LC_{19} + (P_{19} \times TGE_{19})$$

where

$LC_{19}$  is—

- (a) if the **capped customer** is a **distributor**, the **capped customer's** “total line charge revenue” for **pricing year 2019**, as disclosed in the **capped customer's** Report on Billed Quantities and Line Charge Revenues (Schedule 8) under the **EDB ID determination** for its disclosure year ended 31 March 2020; or
- (b) if the **capped customer** is a **direct consumer**, the **capped customer's** total annual transmission charges for **pricing year 2019** under the **previous transmission pricing methodology**

$P_{19}$  is the volume weighted average of **final prices** at the **capped customer's connection locations** during **CMP G**, using **gross energy** per **trading period** for weighting

$TGE_{19}$  is the **capped customer's total gross energy** for **pricing year 2019**, being—

- (a) if the **capped customer** is a **distributor**, the **capped customer's** “electricity entering system for supply to consumers' connection points” for **pricing year 2019**, as disclosed in the **capped customer's** Report on Network Demand (Schedule 9e) under the **EDB ID determination** for its disclosure year ended 31 March 2020; or
- (b) if the **capped customer** is a **direct consumer**, as determined by **Transpower**.

- (3) Subject to subclause (4), the proportionate change in **CPI** for **pricing year n** ( $\Delta CPI_n$ ) is calculated as follows:

$$\Delta CPI_n = \frac{CPI_{n-2}}{CPI_{19}} - 1$$

where

$CPI_{n-2}$  is the average of the quarterly **CPIs** for **pricing year n-2**

$CPI_{19}$  is 1041.75, being the average of the quarterly **CPIs** for **pricing year 2019**.

- (4) If there is a base adjustment to **CPI**, the calculation in subclause (3) is to include an equivalency adjustment to eliminate the impact of the base adjustment.
- (5) The proportionate increase (if any) in a capped customer's total gross energy for pricing year n ( $\Delta TGE_n$ ) is calculated as follows:

$$\Delta TGE_n = \frac{TGE_{n-2}}{TGE_{19}} - 1$$

where

- $TGE_{n-2}$  is the **capped customer's total gross energy** for **pricing year n-2**, being—
- (a) if the **capped customer** is a **distributor**, the **capped customer's** “electricity entering system for supply to consumers’ connection points” for **pricing year n-2**, as disclosed in the **capped customer's** Report on Network Demand (Schedule 9e) under the **EDB ID determination** for its disclosure year ended 31 March of year n-1; or
  - (b) if the **capped customer** is a **direct consumer**, as determined by **Transpower**.

$TGE_{19}$  is as defined in subclause (2) for the **capped customer**.

## 112 Cap Recovery Charge

- (1) Only **customers** who do not receive a **cap reduction** for a **pricing year** pay a **cap recovery charge** for the **pricing year**.
- (2) A **customer's annual cap recovery charge** for a **pricing year** (ACRC) is calculated as follows:

$$ACRC = CR_{total} \times \frac{CRRC}{CRRC_{total}}$$

where

$CR_{total}$  is the total of all **customers' cap reductions** for the **pricing year**

CRRC is the **customer's cap recovery-relevant charges** for the **pricing year**

$CRRC_{total}$  is the total of all **customers' cap recovery-relevant charges** for the **pricing year**, excluding **cap-recovery relevant charges** for **customers** who receive a **cap reduction** for the **pricing year**.

- (3) A **customer's monthly cap recovery charge** for a **pricing year** (MCRC) is calculated as follows:

$$MCRC = \frac{ACRC}{12}$$

where ACRC is the **customer's annual cap recovery charge** for the **pricing year**.

- (4) Except as otherwise stated in this **transmission pricing methodology**, **cap recovery charges**—
  - (a) are calculated at the start of a **pricing year** only; and
  - (b) are not re-calculated during a **pricing year** if there is an adjustment to other **transmission charges** during the **pricing year**.

Clause 112: replaced, on 31 July 2023, by clause 21 of the Electricity Industry Participation Code Amendment (Transmission Pricing Methodology Amendments) 2023.

## Part I Prudent Discount Policy

### *General*

#### 113 Effect of Prudent Discount Agreements

Despite anything else in this **transmission pricing methodology**, a **prudent discount recipient's transmission charges** are subject to its **prudent discount** agreement.

#### 114 Prudent Discount Applications

- (1) If a **customer** wishes to receive a **prudent discount**, the **customer** must submit to **Transpower** a written **application** for the **prudent discount** that meets the requirements of subclause (2).
- (2) The **application** must—
  - (a) contain all of the information described in the relevant **application requirements**; and
  - (b) contain reasonable evidence that the conditions for obtaining the **prudent discount** in this **transmission pricing methodology** are met; and
  - (c) include at least the level of detail a prudent board of directors of a company would reasonably expect when assessing an investment proposal for the **alternative project** proposed in the **application**; and
  - (d) be accompanied by an **independent verification** of the **application**.
- (3) The **customer** must provide **Transpower** with any additional information **Transpower** determines is necessary to enable it to assess the **application**.

#### 115 Application Screening and Publication

- (1) **Transpower** must reject an **application** for a **prudent discount** without assessing the **application** further if the applicant is not a **customer**.
- (2) **Transpower** may reject a **customer's application** for a **prudent discount** without assessing the **application** further—
  - (a) under subclause 14(1); or
  - (b) if a **customer** has previously applied for a **prudent discount** on substantially the same basis as the new **application** and **Transpower**—
    - (i) rejected the previous **application**; and
    - (ii) determines there has not been a change in circumstances since its decision on the previous **application** that materially increases the likelihood of the new **application** being approved.
- (3) **Transpower** is not required to consult on any decision to reject an **application** under subclause (1), (2) or 14(1).
- (4) Unless **Transpower** rejects an **application** under subclause (1), (2) or 14(1), and subject to clause 125, **Transpower** must **publish** the **application** and any information the **customer** provides to **Transpower** under subclause 114(3).

#### 116 Assessment

- (1) In assessing a **customer's application** for a **prudent discount**, **Transpower**—
  - (a) is not obliged to use the information the **customer** provided in or in support of the **application**, but must not assess an **alternative project** that is not the **alternative project** proposed in the **application**; and
  - (b) may use any other information relevant to the **application**.

- (2) In assessing whether the **alternative project** would provide the same or a substantially similar level of service to the **customer** as the **transmission services** it currently receives, **Transpower** must consider—
- (a) access to **electricity**, including access to security of supply; and
  - (b) **electricity** quality, reliability and security; and
  - (c) any other service measures for **transmission services** **Transpower** determines are relevant.

#### 117 Calculation of Alternative Project Costs

- (1) The **alternative project costs** for an **alternative project** are the capital, operating, maintenance and overhead costs of the **alternative project**, as would be incurred by:
- (a) the **customer**, in the case of an **inefficient bypass prudent discount**; or
  - (b) an efficient **transmission services** provider, in the case of a **stand-alone cost prudent discount**.
- (2) For the purposes of calculating the **alternative project costs**—
- (a) the value of any increase or decrease in **electrical** losses that would result from the **alternative project** must be included as an operating cost of the **alternative project** (with a decrease being treated as a negative cost); and
  - (b) an efficient **transmission services** provider is assumed not to have any of **Transpower's** historic statutory rights in respect of **works** or activities.

#### 118 Assessment of Commercial Viability

- (1) The **alternative project** proposed in a **customer's application** for a **prudent discount** is only commercially viable if it is reasonably likely that:

$$\frac{PVATC - PVAPC}{PVAPC} > 0.1$$

where

PVAPC is the present value of the **alternative project costs** for the **alternative project** calculated under subclause (2)

PVATC is the present value of the **customer's avoided charges** calculated under subclause (2)

- (2) In calculating the present values under subclause (1) (PV), **Transpower** must use the formula:

$$PV = \sum_n \frac{A_n}{(1+r)^n}$$

where

$A_n$  are the **alternative project costs** or **avoided charges** (as the case may be) for year  $n$  of the relevant **prudent discount calculation period**

$r$  is the relevant **prudent discount rate**, which must be pre-tax if the cash flows being discounted are pre-tax and post-tax if the cash flows being discounted are post-tax.



- (3) To avoid doubt—
- (a) the calculation under subclause (2) does not assume the **alternative project** is fully amortised over the **prudent discount calculation period**; and
  - (b) any residual value of the **alternative project** at the end of the **prudent discount calculation period** is ignored in the calculation under subclause (2).

Clause 118(1) and (2): amended, on 31 July 2023, by clause 22 of the Electricity Industry Participation Code Amendment (Transmission Pricing Methodology Amendments) 2023.

#### **119 Consultation on Draft Decision**

- (1) Subject to subclause 115(3), **Transpower** must consult with all **customers** on its draft decision to approve or reject a **customer's application** for a **prudent discount**.
- (2) Subject to clause 125, **Transpower's** consultation under subclause (1) must include—
- (a) the information specified in paragraphs 124(a) and 124(c) and subparagraph 124(b)(i) for the draft decision; and
  - (b) if **Transpower** proposes to approve the **application**, the terms of the proposed **prudent discount** agreement specified in subparagraphs 125(2)(b)(ii), 125(2)(b)(iii) and 125(2)(b)(iv).

#### **120 Decision and Independent Review**

- (1) If **Transpower** decides to approve a **customer's application** for a **prudent discount**, **Transpower** may—
- (a) approve different terms of the **prudent discount** than sought in the **application**, including a different amount of the **prudent discount**; and
  - (b) approve the **application** subject to reasonable conditions.
- (2) **Transpower** must notify the **customer** whether **Transpower** approves or rejects the **application**. **Transpower's** notice must include—
- (a) the information specified in paragraphs 124(a) and 124(c) and subparagraph 124(b)(i); and
  - (b) if **Transpower** approves the **application**, the terms of the proposed **prudent discount** agreement specified in subparagraphs 125(2)(b)(ii), 125(2)(b)(iii) and 125(2)(b)(iv).
- (3) The **customer** may, within 60 days of **Transpower** notifying the **customer** of **Transpower's** decision on the **application**, refer any aspect of **Transpower's** decision to an **independent expert** for review.
- (4) The **independent expert's** decision will be binding on **Transpower** and the **customer**, and will have effect as if **Transpower** had made the decision itself, except that the **customer** may not refer the decision to an **independent expert** again.
- (5) The costs of the **independent expert** must be met by the **customer** unless the **independent expert** decides an aspect of **Transpower's** decision under review was unreasonable, in which case **Transpower** may be required to meet all or some of the costs of the **independent expert**, as determined by the **independent expert**.

#### **121 Prudent Discount Agreement**

- (1) If **Transpower** approves a **customer's application** for a **prudent discount**, **Transpower** must promptly offer a **prudent discount** agreement to the **customer**.
- (2) The **prudent discount** agreement must provide for—
- (a) the **prudent discount** agreement to be of no effect unless and until all of the conditions precedent of **Transpower's** approval (if any) are satisfied; and

- (b) the **customer** to pay **Transpower** an annuity, calculated under clause 123, in monthly instalments; and
  - (c) **Transpower** to calculate the **customer's transmission charges** in accordance with clause 132 or 137, as applicable; and
  - (d) **Transpower** to have the right to terminate the **prudent discount** agreement immediately if any condition subsequent of **Transpower's** approval is not, or ceases to be, satisfied; and
  - (e) the **customer** to have the right to terminate the **prudent discount** agreement at the start of a **pricing year** by notifying **Transpower** at least 6 months before the start of the **pricing year**.
- (3) The term of the **prudent discount** agreement must be the same as the relevant **prudent discount calculation period**, subject to—
- (a) satisfaction of all conditions precedent of **Transpower's** approval (if any); and
  - (b) earlier termination in accordance with the terms of the **prudent discount** agreement.
- To avoid doubt, the term of the **prudent discount** agreement must start on the **prudent discount's start pricing year**, subject to satisfaction of all conditions precedent of **Transpower's** approval (if any).
- (4) The annuity payable to **Transpower** by a **customer** under a **prudent discount** agreement is deemed to be a charge payable to **Transpower** under this **transmission pricing methodology** for **transmission services** provided to the **customer**.

## 122 Back-dated Prudent Discounts

- (1) This clause 122 back-dates the **start pricing year** for a **back-dated prudent discount** and provides for a wash-up of the **prudent discount recipient's transmission charges** as necessary to give effect to that back-dating.
- (2) The **start pricing year** for a **back-dated prudent discount** is the **first pricing year**.
- (3) If a **back-dated prudent discount** is not reflected in the **transmission charges** for the **back-dated prudent discount's start pricing year** or any later **pricing year** during the term of the relevant **prudent discount agreement** (a relevant **pricing year**), **Transpower** must carry out a wash-up of the **prudent discount recipient's transmission charges** for each relevant **pricing year** so that the **prudent discount recipient** is not over-charged **transmission charges** for the relevant **pricing years**. The wash-up—
- (a) must be carried out in the earliest practicable **pricing year**; and
  - (b) must include a time value of money adjustment using **Transpower's ID WACC** (pre-tax); and
  - (c) must not include a wash-up of **transmission charges** for any **customer** who is not the **prudent discount recipient**.
- (4) To avoid doubt, there is no wash-up under subclause (3) for a relevant **pricing year** if all conditions precedent of **Transpower's** approval of the **back-dated prudent discount** (if any) are not satisfied before or during the relevant **pricing year**.

## 123 Calculation of Annuity

The annuity under a **prudent discount** agreement (AN) is levelised and calculated as follows:

$$AN = \frac{PVAPC}{\sum_{n=1}^N \frac{1}{(1+r)^n}}$$

where

- N is the number of years in the relevant **prudent discount calculation period**, with each such year being year n
- PVAPC is the present value of the **alternative project costs** for the relevant **alternative project** calculated under subclause 118(2)
- r is the relevant **prudent discount rate**, which must be pre-tax if the present value of the **alternative project costs** for the **alternative project** is pre-tax and post-tax if the present value of the **alternative project costs** for the **alternative project** is post-tax.

#### 124 Decision to be Published

Subject to clause 125, as soon as reasonably practicable after the **prudent discount confirmation date**, **Transpower** must **publish**—

- (a) its decision to approve or reject the **customer's application** for the **prudent discount**; and
- (b) if **Transpower** approves the **application**—
  - (i) any conditions of its approval; and
  - (ii) a copy of the relevant **prudent discount** agreement; and
- (c) its analysis supporting its decision, including any material departures from the assumptions and methodologies in the **prudent discount practice manual** and the reasons for those departures; and
- (d) any report prepared by an **independent expert** relating to the **prudent discount**.

#### 125 Commercially Sensitive Information

- (1) Subject to subclause (2), **Transpower** is not obliged to **publish** any information under subclause 115(4) or 119(2) or clause 124 if—

- (a) the **customer** identifies the information as commercially sensitive; and
  - (b) **Transpower** determines the disclosure of the information would be likely to commercially disadvantage the **customer** or any other person, in a material manner.
- (2) **Transpower** must always **publish** under subclause 119(2) and clause 124 at least—
- (a) its draft decision or decision (as the case may be) to approve or reject the **customer's application** for the **prudent discount**; and
  - (b) if **Transpower** approves the application—
    - (i) reasonable details of the **alternative project** and **alternative project costs**; and
    - (ii) the annuity under the **prudent discount** agreement and details of how it was calculated; and
    - (iii) details of how the **prudent discount recipient's transmission charges** will be calculated under the **prudent discount** agreement; and
    - (iv) the term of the **prudent discount** agreement.
- 126 Application Fees, Application Requirements and Prudent Discount Practice Manual**
- (1) **Transpower** must **publish** the **application requirements** and the **application fees**, if any, for **prudent discount applications** by the start of the **first pricing year**. **Transpower** may **publish** updates to the **application requirements** and **application fees** from time to time.
- (2) **Transpower** must **publish**, and may from time to time **publish** updates to, a **prudent discount practice manual**.
- (3) The **prudent discount practice manual** must not contain any assumptions or methodologies that are inconsistent with this Code.
- (4) Subject to subclause (5), **Transpower** must consult with all **customers** on the **prudent discount practice manual** or any update to it before **publishing** the **prudent discount practice manual** or update.
- (5) **Transpower** is not required to consult on an update to the **prudent discount practice manual** if **Transpower** determines—
- (a) the update is technical and non-controversial; or
  - (b) there is widespread support for the update among **customers**; or
  - (c) there has been adequate prior consultation on the update so that all relevant views of **customers** have been considered.
- (6) The **prudent discount practice manual** is not binding on **Transpower** or any **independent expert**.
- (7) **Transpower** must review the content of the **prudent discount practice manual** and consider whether any of the content is appropriate for incorporation in this **transmission pricing methodology** by way of a review under clause 12.85 of this Code no later than 7 years after its date of **publication** and, after that, at intervals of no more than 7 years.
- (8) The **prudent discount practice manual** may be part of the same document in which the **assumptions book** or **reassignment practice manual** is contained.

*Inefficient Bypass Prudent Discount*

**127 Purpose of Inefficient Bypass Prudent Discount**

The purpose of an **inefficient bypass prudent discount** is to help ensure this **transmission pricing methodology** does not provide incentives for a **customer** to invest in an **alternative project** that

would allow a **customer** to reduce its own **transmission charges**, by bypassing existing **grid assets**, while increasing total economic costs.

#### 128 Multiple Benefitting Customers

If there is more than 1 **benefitting customer** for an **application** for an **inefficient bypass prudent discount**—

- (a) all references to the applicant **customer** or **prudent discount recipient** in clauses 113 to 132 and 138 are deemed to include every **benefitting customer**; and
- (b) without limiting paragraph (a)—
  - (i) the commercial viability test in clause 118 must be applied using the total **avoided charges** of all **benefitting customers**; and
  - (ii) the inefficiency test in subclause 130(2) must be applied using **Transpower's** costs of providing **transmission services** to all **benefitting customers**; and
- (c) the highest **prudent discount rate** across the **benefitting customers** applies to the **application**.

Clause 128(b)(i): amended, on 31 July 2023, by clause 23 of the Electricity Industry Participation Code Amendment (Transmission Pricing Methodology Amendments) 2023.

#### 129 Assessment of Equivalence, Feasibility and Commercial Viability

**Transpower** must assess whether the **alternative project** for an **inefficient bypass prudent discount**—

- (a) would provide the **customer** with the same or a substantially similar level of service as the **transmission services** the **customer** currently receives from the **grid assets** the **alternative project** would bypass; and
- (b) is technically feasible using present day technology and construction methods, including that it is feasible for the **customer** to obtain the necessary resource consents and property rights for the **alternative project**; and
- (c) is operationally feasible, including that the **alternative project** is compliant with applicable **asset owner performance obligations, technical codes** and any other requirements in Part 8 of this Code; and
- (d) is otherwise consistent with **GEIP**; and
- (e) is commercially viable under clause 118.

Clause 129(e): amended, on 31 July 2023, by clause 24 of the Electricity Industry Participation Code Amendment (Transmission Pricing Methodology Amendments) 2023.

#### 130 Assessment whether the Alternative Project is Inefficient

- (1) If **Transpower** determines the **alternative project** for an **inefficient bypass prudent discount** satisfies all of the criteria in clause 129, **Transpower** must assess whether the **alternative project** is inefficient under subclause (2)
- (2) The **alternative project** is only inefficient if it is reasonably likely that—

$$PVAPC > (PVT C_{no\ ap} - PVT C_{ap})$$

where

PVAPC is the present value of the capital, operating, maintenance and overhead costs of the **alternative project**, including, but not limited to, the **alternative project costs**

PVTC<sub>no ap</sub> is the present value of **Transpower's** capital, operating, maintenance and overhead costs of providing **transmission services** to the **customer** at the required service levels, including the cost of future **transmission investments**, without the **alternative project** calculated under subclause (3)

$PVTC_{ap}$  is the present value of **Transpower's** capital, operating, maintenance and overhead costs of providing **transmission services** to the **customer** at the required service levels, including the cost of future **transmission investments**, with the **alternative project** calculated under subclause (3).

- (3) In calculating the present values under subclause (2) (PV), **Transpower** must use the formula:

$$PV = \sum_n \frac{C_n}{(1+r)^n}$$

where

$C_n$  is the relevant costs for year n of the relevant **prudent discount calculation period**

r is the relevant **prudent discount rate**, which must be pre-tax if the cash flows being discounted are pre-tax and post-tax if the cash flows being discounted are post-tax.

### 131 Approval or Rejection of Inefficient Bypass Prudent Discount Application

- (1) **Transpower** must approve a **customer's application** for an **inefficient bypass prudent discount** if **Transpower** determines—
- (a) the **alternative project** for the **application** satisfies all of the criteria in clause 129; and
  - (b) the **alternative project** is inefficient under subclause 130(2).
- (2) Otherwise, **Transpower** must reject the **application**.

### 132 Impact on Transmission Charges

A **prudent discount** agreement for an **inefficient bypass prudent discount** must provide for **Transpower** to calculate the **prudent discount recipient's transmission charges** during the term of the **prudent discount** agreement as if the relevant **alternative project** had been implemented, assuming none of its **alternative project costs** would be recovered through **transmission charges**.

#### *Stand-alone Cost Prudent Discount*

### 133 Purpose of Stand-alone Cost Prudent Discount

The purpose of a **stand-alone cost prudent discount** is to help ensure this **transmission pricing methodology** does not result in a **customer** paying **transmission charges** that exceed the efficient stand-alone cost of the **transmission services** the **customer** currently receives. A **stand-alone cost prudent discount** achieves this by replacing the **prudent discount recipient's connection charges, benefit-based charges** and **residual charge** with an annuity under a **prudent discount agreement** equal to the **alternative project costs** of an **efficient stand-alone investment**.

**134 Assessment of Equivalence, Feasibility and Commercial Viability**

- (1) **Transpower** must assess whether the **alternative project** for a **stand-alone cost prudent discount**—
  - (a) is an **efficient stand-alone investment** that would provide the **customer** with the same or a substantially similar level of service as the **transmission services** the **customer** currently receives; and
  - (b) subject to subclause (2), is technically feasible using present day technology and construction methods; and
  - (c) is operationally feasible, including that the **alternative project** is compliant with applicable **asset owner performance obligations**, **technical codes** and any other requirements in Part 8 of this Code; and
  - (d) is otherwise consistent with **GEIP**; and
  - (e) is commercially viable under clause 118.
- (2) The **alternative project** is technically feasible even if it is not feasible to obtain any or all of the necessary resource consents and property rights for the **alternative project**, provided that the **alternative project** is technically feasible in all other respects. In calculating the **alternative project costs**, **Transpower** must use estimates of the likely cost of obtaining any resource consents and property rights that are not feasible to obtain based on the cost of obtaining broadly equivalent resource consents and property rights for feasible activities in feasible locations.
- (3) In calculating the **alternative project costs**, **Transpower** must value any optimised **grid** that forms part of the **alternative project** in a way that accounts for **depreciation** according to the age of the part of the existing **grid** that is optimised.
- (4) To avoid doubt, **Transpower** must carry out the assessment under subclause (1) on a single **customer** basis.

**135 Assessment of Efficient Stand-alone Investment**

- (1) An **efficient stand-alone investment** is an investment in the **grid**, 1 or more **transmission alternatives**, or a combination of both that an efficient **transmission services** provider would make to supply **transmission services** solely to the **customer** who has applied for a **stand-alone cost prudent discount**, assessed by—
  - (a) using the existing **grid**, existing **transmission alternatives** and the **customer's** existing **grid points of connection** as a starting point; and
  - (b) applying optimisation tests to the **grid** and **transmission alternatives** to identify, in the single-**customer** hypothetical, stranded **grid assets** and **transmission alternatives**, excess **capacity** in **grid assets** and **transmission alternatives**, and other **grid** and **transmission alternative** over-engineering.
- (2) The **efficient stand-alone investment** does not need to be in the same location or follow the same route as the existing **grid** or existing **transmission alternatives**.

**136 Approval or Rejection of Stand-alone Cost Prudent Discount Application**

- (1) **Transpower** must approve a **customer's application** for a **stand-alone cost prudent discount** if **Transpower** determines the **alternative project** for the **application** satisfies all of the criteria in subclause 134(1).
- (2) Otherwise, **Transpower** must reject the **application**.

**137 Impact on Transmission Charges**

A **prudent discount** agreement for a **stand-alone cost prudent discount**—

- (a) must provide for the **prudent discount recipient's connection charges, benefit-based charges and residual charge** to be 0 during the term of the **prudent discount** agreement; and
- (b) must not provide for a change to any other **transmission charge**.

*Prudent Discount Recovery*

**138 Prudent Discount Recovery Charges**

- (1) The amount of a **prudent discount** is recovered by **Transpower** through—
  - (a) **BBI prudent discount recovery charges**, which—
    - (i) recover the part of the amount of the **prudent discount** deemed to relate to **discounted BBIs**; and
    - (ii) are paid by the **beneficiaries** of the **discounted BBIs** other than the **prudent discount recipient**; and
  - (b) **residual prudent discount recovery charges**, which
    - (i) recover the part of the amount of the **prudent discount** not recovered by **BBI prudent discount recovery charges** (if any); and
    - (ii) are paid by the **load customers** other than the **prudent discount recipient**.
- (2) Subject to subclause (4), **customer c's BBI prudent discount recovery charge** for **discounted BBI b** and a **pricing year** ( $BPDS_{cb}$ ), where **customer c** is a **beneficiary** of **discounted BBI b** and not the **prudent discount recipient**, is calculated as follows:

$$BPDS_{cb} = PD \times \frac{BBC_{recipient\ b}}{\sum_k BBC_{recipient\ k} + RC_{recipient}} \times \frac{BBC_{cb}}{\sum_j BBC_{jb}}$$

where

$PD$  is the amount of the relevant **prudent discount** for the **pricing year**

$BBC_{recipient\ b}$  is the **prudent discount recipient's annual benefit-based charge** for **discounted BBI b** and the **pricing year** without the **prudent discount**

$BBC_{recipient\ k}$  is the **prudent discount recipient's annual benefit-based charge** for **discounted BBI k** for the **pricing year** without the **prudent discount**, where **discounted BBI k** is a **discounted BBI** for the **prudent discount** (including **discounted BBI b**)

$RC_{recipient}$  is—

- (a) if the **prudent discount** includes any discount to the **prudent discount recipient's residual charge or connection charges**, the **prudent discount recipient's annual residual charge** for the **pricing year** without the **prudent discount**; or
- (b) otherwise, 0

$BBC_{cb}$  is **customer c's annual benefit-based charge** for **discounted BBI b** and the **pricing year**



$BBC_{jb}$  is **customer j's annual benefit-based charge for discounted BBI b and the pricing year**, where **customer j** is a **beneficiary of discounted BBI b** and not the **prudent discount recipient** (including **customer c**).

- (3) Subject to subclause (4), **customer c's residual prudent discount recovery charge for a prudent discount and pricing year** ( $RPDS_c$ ), where **customer c** is a **load customer** and not the **prudent discount recipient**, is calculated as follows:

$$RPDS_c = (PD - BPDS) \times \frac{RC_c}{\sum_j RC_j}$$

where

$PD$  is the amount of the **prudent discount** for the **pricing year**

$BPDS$  is the part of the amount of the **prudent discount** to be recovered through **BBI prudent discount recovery charges** for the **pricing year**

$RC_c$  is **customer c's annual residual charge** for the **pricing year**

$RC_j$  is **customer j's annual residual charge** for the **pricing year**, where **customer j** is not the **prudent discount recipient** (including **customer c**).

- (4) The minimum value of a **BBI prudent discount recovery charge** or **residual prudent discount recovery charge** is 0.
- (5) A **customer's annual prudent discount recovery charge for a pricing year** ( $APDRC$ ) is the sum of the **customer's BBI prudent discount recovery charges** and **residual prudent discount recovery charges** for the **pricing year**.
- (6) A **customer's monthly prudent discount recovery charge for a pricing year** ( $MPDRC$ ) is calculated as follows:

$$MPDRC = \frac{APDRC}{12}$$

where  $APDRC$  is the **customer's annual prudent discount recovery charge** for the **pricing year**.

- (7) Except as otherwise stated in this **transmission pricing methodology**, **prudent discount recovery charges**—
- (a) are calculated at the start of a **pricing year** only; and
  - (b) are not re-calculated during a **pricing year** if there is an adjustment to other **transmission charges** during the **pricing year**.

**Electricity Industry Participation Code 2010**  
**Schedule 12.4, Appendix A**

**Appendix A – BBIs and Starting BBI Customer Allocations**

<b>Customer</b>	<b>Bunnythorpe Haywards</b>	<b>HVDC</b>	<b>LSI Reliability</b>	<b>LSI Renewables</b>	<b>NIGU</b>	<b>UNIDRS</b>	<b>Wairakei Ring</b>
Alpine Energy Ltd	3.09%	0.86%	1.50%	2.99%	0.30%	0.30%	0.24%
Aurora Energy Ltd	5.67%	1.57%	0.91%	4.50%	0.30%	0.30%	0.27%
Beach Energy Resources NZ (Holdings) Ltd	0.03%	0.07%	0.10%	0.08%	0.03%	0.03%	0.04%
Buller Electricity Ltd	0.26%	0.08%	0.08%	0.19%	0.01%	0.01%	0.01%
Centralines Ltd	0.07%	0.21%	0.24%	0.17%	0.05%	0.05%	0.01%
Contact Energy Ltd	2.09%	12.58%	24.11%	0.09%	5.92%	5.92%	21.38%
Counties Energy Ltd	0.31%	1.06%	1.09%	0.85%	2.62%	2.62%	1.42%
Daiken Southland Ltd	0.27%	0.09%	1.39%	0.28%	0.02%	0.02%	0.02%
EA Networks Ltd	1.69%	0.51%	0.76%	1.72%	0.26%	0.26%	0.15%
Eastland Network Ltd	0.17%	0.35%	0.57%	0.41%	0.05%	0.05%	0.00%
Electra Ltd	2.60%	0.55%	0.65%	0.45%	0.11%	0.11%	0.09%
Genesis Energy Ltd	1.21%	3.24%	0.00%	0.03%	3.65%	3.65%	7.69%
GTL Energy (New Zealand) Pty Ltd	0.00%	0.00%	0.01%	0.00%	0.00%	0.00%	0.00%

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<b>Customer</b>	<b>Bunnythorpe Haywards</b>	<b>HVDC</b>	<b>LSI Reliability</b>	<b>LSI Renewables</b>	<b>NIGU</b>	<b>UNIDRS</b>	<b>Wairakei Ring</b>
Horizon Energy Distribution Ltd	0.23%	0.24%	0.37%	0.43%	0.04%	0.04%	0.00%
KiwiRail Holdings Ltd	0.03%	0.07%	0.11%	0.08%	0.20%	0.20%	0.12%
Mainpower New Zealand Ltd	3.19%	0.88%	1.29%	2.96%	0.24%	0.24%	0.20%
Manawa Energy Ltd	0.00%	0.65%	0.00%	0.01%	0.16%	0.16%	1.15%
Marlborough Lines Ltd	2.02%	0.45%	0.87%	1.88%	0.15%	0.15%	0.13%
Mercury NZ Ltd	0.70%	0.06%	0.09%	0.07%	6.80%	6.80%	10.73%
Mercury SPV Ltd	0.38%	0.02%	0.00%	0.00%	0.25%	0.25%	0.00%
Meridian Energy Ltd	0.23%	33.80%	1.11%	0.05%	7.32%	7.32%	0.00%
Methanex New Zealand Ltd	0.03%	0.06%	0.09%	0.07%	0.03%	0.03%	0.04%
Nelson Electricity Ltd	0.28%	0.06%	0.12%	0.23%	0.02%	0.02%	0.02%
Network Tasman Ltd	3.04%	0.71%	1.35%	2.58%	0.20%	0.20%	0.17%
Network Waitaki Ltd	1.12%	0.36%	0.53%	2.17%	0.13%	0.13%	0.08%
New Zealand Aluminium Smelters Ltd	21.91%	7.27%	2.14%	23.72%	1.60%	1.60%	1.62%
New Zealand Steel Ltd	0.30%	0.51%	0.97%	0.85%	2.46%	2.46%	1.34%

**Electricity Industry Participation Code 2010**  
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<b>Customer</b>	<b>Bunnythorpe Haywards</b>	<b>HVDC</b>	<b>LSI Reliability</b>	<b>LSI Renewables</b>	<b>NIGU</b>	<b>UNIDRS</b>	<b>Wairakei Ring</b>
Nga Awa Purua Joint Venture	0.00%	0.00%	0.00%	0.00%	0.97%	0.97%	8.06%
Ngatamariki Geothermal Ltd	0.01%	0.00%	0.00%	0.00%	0.59%	0.59%	4.89%
Norske Skog Tasman Ltd	0.00%	0.00%	0.00%	0.00%	0.18%	0.18%	2.48%
Northpower Ltd	0.66%	1.13%	2.17%	1.79%	5.96%	5.96%	2.92%
Nova Energy Ltd	0.04%	0.00%	0.00%	0.00%	0.03%	0.03%	0.00%
OMV NZ Production Ltd	0.04%	0.10%	0.14%	0.12%	0.04%	0.04%	0.06%
Orion New Zealand Ltd	18.12%	4.90%	7.20%	14.77%	1.14%	1.14%	1.00%
Pan Pac Forest Product Ltd	0.34%	0.47%	0.77%	0.70%	0.10%	0.10%	0.00%
Powerco Ltd	4.00%	6.27%	8.60%	6.73%	1.90%	1.90%	3.61%
Powernet Ltd	5.35%	1.38%	10.60%	6.36%	0.38%	0.38%	0.35%
Scanpower Ltd	0.05%	0.15%	0.17%	0.12%	0.03%	0.03%	0.03%
Southern Generation GP Ltd	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
Southpark Utilities Ltd	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
Tararua Wind Power Ltd	0.26%	0.01%	0.00%	0.00%	0.16%	0.16%	0.00%

**Electricity Industry Participation Code 2010**  
**Schedule 12.4, Appendix A**

<b>Customer</b>	<b>Bunnythorpe Haywards</b>	<b>HVDC</b>	<b>LSI Reliability</b>	<b>LSI Renewables</b>	<b>NIGU</b>	<b>UNIDRS</b>	<b>Wairakei Ring</b>
The Lines Company Ltd	0.16%	0.36%	0.47%	0.37%	0.18%	0.18%	0.49%
Todd Generation Taranaki Ltd	0.49%	0.18%	0.00%	0.03%	0.52%	0.52%	0.00%
Top Energy Ltd	0.00%	0.24%	0.00%	0.00%	1.08%	1.08%	0.52%
Unison Networks Ltd	0.63%	1.34%	2.20%	1.61%	0.16%	0.16%	0.00%
Vector Ltd	5.48%	10.79%	19.06%	14.45%	51.10%	51.10%	24.57%
Waipa Networks Ltd	0.25%	0.59%	0.82%	0.64%	0.33%	0.33%	1.02%
Waverley Wind Farm Ltd	0.23%	0.01%	0.00%	0.00%	0.15%	0.15%	0.00%
WEL Networks Ltd	0.51%	1.13%	1.82%	1.41%	1.13%	1.13%	2.38%
Wellington Electricity Lines Ltd	11.76%	4.25%	4.93%	3.23%	0.83%	0.83%	0.66%
Westpower Ltd	0.40%	0.09%	0.18%	0.46%	0.04%	0.04%	0.03%
Whareroa Co-generation Ltd	0.10%	0.03%	0.00%	0.00%	0.02%	0.02%	0.00%
Winstone Pulp International Ltd	0.16%	0.29%	0.43%	0.36%	0.07%	0.07%	0.00%

## Schedule 12.5

### Availability and reliability index measures

cls 12.119 and 120

Asset type	Asset category		Planned unavailability	Unplanned unavailability	Number of planned interruptions	Planned unserved energy MWh	Number of unplanned interruptions	Unplanned unserved energy MWh
<b>Interconnection transformer branches</b>	220/110 kV interconnecting transformers and associated equipment		1.56%	0.06%	0.03	0.10	0.02	0.72
	220/066 kV interconnecting transformers and associated equipment		0.66%	0.02%	0.00	0.00	0.00	0.00
	110/066 kV interconnecting transformers and associated equipment		2.25%	0.02%	0.00	0.00	0.00	0.00
<b>Interconnection circuit branches</b>	220 kV interconnection circuit branches and associated line end equipment		0.88%	0.05%	0.00	0.00	0.13	9.87
	110 kV interconnection circuit branches and associated line end equipment		1.67%	0.07%	0.08	0.50	0.28	10.45
	66 kV interconnection circuit branches and associated line end equipment		1.25%	0.08%	0.14	0.46	1.31	1.88
<b>Shunt assets</b>	Capacitor banks and associated equipment	High (220kV–66kV)	0.81%	1.33%	0.00	0.00	0.02	0.03
		Low (33kV–11kV)	0.81%	1.33%	0.00	0.00	0.02	0.03

**Electricity Industry Participation Code 2010**  
**Schedule 12.5**

Asset type	Asset category	Planned unavailability	Unplanned unavailability	Number of planned interruptions	Planned unserved energy MWh	Number of unplanned interruptions	Unplanned unserved energy MWh
	Reactors and associated equipment	1.33%	0.31%	0.00	0.00	0.00	0.00
	Synchronous condensers and associated equipment	2.00%	1.00%	0.00	0.00	0.00	0.00
	<b>Dynamic reactive power compensation devices</b> and associated equipment	0.82%	0.04%	0.00	0.00	0.00	0.00
	Filter banks and associated equipment	1.03%	1.71%	0.00	0.00	0.00	0.00
<b>HVDC Link Pole 2</b>	One category including associated equipment	1.27%	0.51%	0.00	0.00	0.20	0.85

Compare: Electricity Governance Rules 2003 schedule F6A part F

Schedule 12.5 Table, column 2, row 11: amended, on 1 May 2025, by clause 24 of the Electricity Industry Participation Code Amendment (Common Quality Related Amendments) 2025.

# **Default Transmission Agreement Template**

**Version: August 2023**

**Transpower New Zealand Limited  
and**

**Designated Transmission Customer:  
[insert full legal name]**



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## **PART A: FOUNDATION**

### **1. CUSTOMER'S DETAILS**

#### **1.1 Full Name of Customer:**

*[To insert.]*

#### **1.2 Customer's Address:**

*[To insert physical and postal address, and email address to which notices under this Agreement are to be delivered or sent in accordance with Subpart 2 of Part 12 of the Code.]*

#### **1.3 Customer's Contact Person:**

*[To insert name of individual or office holder to whom notice should be addressed in accordance with Subpart 2 of Part 12 of the Code.]*

### **2. TRANSPOWER'S DETAILS**

#### **2.1 Transpower's Address:**

*[To insert physical and postal address, and email address to which notices under this Agreement are to be delivered or sent in accordance with Subpart 2 of Part 12 of the Code.]*

#### **2.2 Transpower's Contact Person:**

*[To insert name of individual or office holder to whom notice should be addressed in accordance with Subpart 2 of Part 12 of the Code.]*

### **3. BACKGROUND**

#### **3.1 Transpower:**

Transpower owns and operates the **grid** as **grid owner**.

#### **3.2 Customer:**

The Customer is one of the following:

- (a) a **distributor** that is directly connected to the **grid**;
- (b) a **generator** that is directly connected to the **grid**; or
- (c) a **direct consumer**.

#### **3.3 Agreement:**

This Agreement sets out the terms on which Transpower will:

- (a) permit the Customer's Assets to be connected to the **grid**; and
- (b) make the **grid** available for the conveyance of **electricity**.

#### 4. COMMENCEMENT, OTHER AGREEMENTS AND REVIEWS

##### 4.1 Commencement:

This Agreement commences on [the date it is signed by both parties] *or* [the date the **default transmission agreement** applies as a binding contract between Transpower and the Customer under clauses 12.10 and 12.13 of the Code] (the "Commencement Date").

##### 4.2 Other Agreements:

- (a) Subject to clause 4.2(b), from the Commencement Date this Agreement will:
  - (1) terminate any other agreement between the parties to the extent such agreement covers the same subject matter as this Agreement; and
  - (2) prevail over any other agreement between the parties to the extent such agreement is inconsistent with this Agreement.
- (b) Notwithstanding clause 4.2(a), this Agreement will not affect:
  - (1) any investment agreement (as defined in the **transmission pricing methodology**) between the parties; or
  - (2) any contract or arrangement to which clause 17.29(1) of the Code applies to the extent that the effect of such a contract or arrangement may cause the System Operator to operate the **grid** voltage within a lesser range than that specified in the **AOPOs**.
- (c) For the avoidance of doubt:
  - (1) clause 4.2(a) does not limit clauses 12.10, 12.11, or 12.49 to 12.51 of the Code; and
  - (2) clause 31 and Schedule 6 (Access and Occupation) only apply if the criteria in clause 31.1 are met.
- (d) Except as provided in clause 4.2(a), this Agreement will not affect any other written agreement between the parties in force on the Commencement Date.
- (e) The termination of any agreement under clause 4.2(a)(1) is to be without prejudice to any liabilities or obligations outstanding under that agreement as at the Commencement Date.

## PART A1: GLOSSARY AND INTERPRETATION

### 5. GLOSSARY

In this Agreement, unless the context otherwise requires, the following definitions apply:

**Acceptable Credit Rating**

has the meaning specified in clause 1 of Schedule 7;

**Agreement**

means this agreement, comprising all Parts and Schedules set out in the contents page to this Agreement and all documents which are listed in Part A: Foundation as being incorporated into this Agreement, as added to, amended or replaced from time to time in accordance with this Agreement;

**Associates**

means in relation to either Transpower or the Customer, as the case requires, its directors, officers, employees, authorised agents, contractors, sub-contractors and professional advisors;

**Authority**

means the Electricity Authority;

**Business Day**

means any day of the week other than a Saturday, Sunday, a statutory holiday as observed in Wellington, or a statutory holiday as observed in the place at which notices may be delivered to the Customer;

**Charges**

means any and all of the Grid Charges, the Licence Charges and any other charges payable by the Customer under any Part or Schedule;

**Code**

means the Electricity Industry Participation Code 2010;

**Commencement Date**

has the meaning specified in clause 4.1;

**Connected Party**

means any person who has **assets** directly connected to the **grid**;

**Connection Code**

means the code attached as Schedule 8 (Connection Code);

**Customer**

means the party or parties described in clause 1 and where more than one party means each of them jointly and severally;

**Customer's Assets**

means the lines, equipment and plant owned or managed by the Customer and directly related to any Point(s) of Connection, which are used for the consumption, conveyance or generation of **electricity**;

**Customer Point of Service**

means each of the **points of service** specified in Schedule 2 (Points of Service);

**de-energisation**

means, in relation to a Point of Connection:

- (a) an interruption of conveyance of **electricity**; or
- (b) the disconnection by the movement of any isolater, breaker or switch or the removal of any fuse or link by which no **electricity** can flow,

at the Point of Connection and **de-energise** is to be interpreted accordingly;

**Default Rate**

means, in any month, the **bank bill bid rate** appearing on the first Business Day of the month plus five percent per annum, calculated daily and capitalised monthly;

**Dispute Notice**

has the meaning specified in clause 21.3(a);

**Dispute Meeting**

has the meaning specified in clause 21.3(b);

**Due Date**

has the meaning specified in clause 11.2;

**Estimated Quantity**

means a quantity of **electricity** that is estimated under clause 9.1(a);

**Force Majeure or an event or circumstance of Force Majeure**

means an event or circumstance described in clause 13.1(a), (b) or (c);

**Good Electricity Industry Practice**

means:

- (a) in the case of Transpower when performing the functions of **grid owner**, the exercise of that degree of skill, diligence, prudence, foresight and economic management, as determined by reference to good international practice, which would reasonably be expected from a skilled and experienced **asset owner** engaged in the management (including maintenance) of a transmission network under conditions comparable to those applicable to the **grid** consistent with applicable Law, safety and environmental protection. The determination of comparable conditions is to take

into account factors such as the relative size, duty, age and technological status of the relevant transmission network and the applicable Law; and

- (b) in the case of the Customer, the exercise of that degree of skill, diligence, prudence, foresight and economic management which would reasonably be expected from a skilled and experienced **asset owner** engaged in the conveyance, generation or consumption of **electricity** (as the case may be) under conditions comparable to those applicable to the Customer's Assets consistent with applicable Law, safety and environmental protection. The determination of comparable conditions is to take into account factors such as the relative size, duty, age and technological status of the relevant **assets** and the applicable Law;

**Grid Charges**

means the charges set out in Schedule 3 (Grid Charges), as varied from time to time in accordance with this Agreement or the **transmission pricing methodology**;

**GST**

means goods and services tax payable under the GST Act (or any similar tax levied in substitution) and **GST Act** means the Goods and Services Tax Act 1985;

**GST Amount**

has the meaning specified in clause 11.5;

**Interest Rate**

means, in any month, the **bank bill bid rate** appearing on the first Business Day of the month calculated daily and capitalised monthly;

**Law**

means a statute, regulation, by-law or requirement of a local or territorial authority with relevant jurisdiction;

**Licence Charges**

means the charges payable by the Customer under Schedule 6 (Access and Occupation);

**Loss**

has the meaning specified in clause 20.1;

**Part**

means any part of this Agreement as added, amended or replaced from time to time in accordance with this Agreement or the Electricity Industry Participation Code 2010;

**Point of Connection**

means a connection terminal on equipment forming part of the **grid assets** at which the Customer's Assets are physically connected to the **grid** and being any of the points of connection specified in Schedule 1 (Points of Connection);

**Related Company**

has the meaning given in the Companies Act 1993, and includes any entity that would be related to a party if both the party and the entity were companies registered under that Act;

**Schedule**

means any schedule to this Agreement as added, amended or replaced from time to time in accordance with this Agreement;

**Technical Compliance Obligation**

means an obligation specified in clauses 33.1 or 42.1;

**Transpower's Counterparty Exposure**

means an amount equivalent to a total of two months' Charges based on:

- (a) where the Customer has been a customer of Transpower for 12 months or more, the average monthly Charges of the Customer over the previous 12 month period provided that Transpower may (acting reasonably) adjust that total by having regard to what Charges Transpower reasonably anticipates will be payable by the Customer in the next 12 months; or
- (b) where the Customer has been a customer of Transpower for less than 12 months, the expected average monthly Charges of the Customer over the next 12 months based on:
  - (1) an estimate by Transpower (acting reasonably) having regard to its historical records of the consumption of other relevant Transpower customers and what Transpower reasonably anticipates will be payable by the Customer in the next 12 months; or
  - (2) where there are no other relevant Transpower customers with which to compare, an amount that Transpower reasonably anticipates will be payable by the Customer in the next 12 months.

**6. DEFINITIONS IN ELECTRICITY INDUSTRY PARTICIPATION CODE 2010**

**6.1 Code:**

Any terms used in this Agreement which are defined in the Code, but which are not defined in this Agreement, have the same meaning as in the Code.

**6.2 Bold terms**

For ease of reference only, terms defined in the Code that are not defined in the Agreement are in bold.

**7. INTERPRETATION**

In this Agreement unless the context otherwise requires:



**7.1 Inconsistency:**

if any provision in Part B: Point of Connection, Part C: Grid Connection, Part D: Settlement Residue Payments or a Schedule is inconsistent or conflicts with any clause in Part A: Foundation, Part A1: Glossary and Interpretation or Part A2: General Terms, the provision in Part B, Part C or the Schedule (as the case may be) will prevail;

**7.2 Including:**

"including" and similar words do not imply any limitation;

**7.3 Headings:**

headings are for ease of reference only and are to be ignored in the interpretation of this Agreement;

**7.4 Gender and Plural:**

words importing one gender include the other gender and words importing the singular number include the plural and vice versa;

**7.5 Parties:**

references to a party or a person include any form of entity and their respective successors, permitted assignees or transferees;

**7.6 Dollars:**

all amounts are in New Zealand dollars and are expressed exclusive of GST;

**7.7 Negative Obligations:**

any obligation not to do anything is deemed to include an obligation not to suffer, permit or cause that thing to be done;

**7.8 Statutes, Regulations:**

references to a statute include references to regulations, codes, orders or notices made under such statute, and all amendments to, or substitutions for, such statute;

**7.9 Documents:**

references to a document or agreement (including the Code) include references to all amendments to, substitutions for or novations of that document or agreement;

**7.10 Month and Year:**

references to a month or year are references to a calendar month or a calendar year; and

**7.11 Rights:**

a right conferred by this Agreement to do any act or thing is capable of being exercised from time to time.

## PART A2: GENERAL TERMS

### 8. CREDIT SUPPORT

#### 8.1 Credit Support:

The Customer will provide credit support if required in accordance with Schedule 7 (Credit Support).

### 9. CALCULATION OF CHARGES

#### 9.1 Quantities of Electricity:

Subject to clause 9.4, where any Charges are to be calculated by direct reference to a **reconciled quantity**, pending receipt of any relevant **reconciled quantity**, Transpower may estimate the quantity of **electricity** which it reasonably considers to have been conveyed and that estimate is to be used for the purposes of the relevant calculation of Charges. For the avoidance of doubt, if the Customer disputes the estimate the Customer may dispute the relevant invoice under clause 10.7.

#### 9.2 Information:

##### (a) Information from Customer:

If Transpower reasonably requires information as to any matter from the Customer for the purpose of calculating any Charge, the Customer is to provide the information to Transpower promptly on request. In addition, the Customer must proactively and promptly provide Transpower with any information about the actual or planned connection or disconnection of **embedded plant** to or from the Customer's **assets** if the connection or disconnection of that **plant** may have an impact on any Charge.

##### (b) Information from Reconciliation Manager:

The Customer authorises the **reconciliation manager**, without direction or authority from the Customer, to provide to Transpower any information held by the **reconciliation manager** which Transpower reasonably requires for the purposes of calculating any Charge. This clause is intended to confer a benefit on, and be enforceable by, the **reconciliation manager** under Subpart 1 of Part 2 of the Contract and Commercial Law Act 2017.

##### (c) Authorisation to Use Information:

The Customer authorises Transpower to use any information received under this clause 9.2 for the purposes of calculating the Charges and calculating **transmission charges** for any other **designated transmission customer**.

**9.3 Estimates:**

Subject to clause 9.4, if the information referred to in clause 9.2 is not provided in a sufficiently timely manner for Transpower to calculate the relevant Charge and invoice the Customer in accordance with clause 10, Transpower may calculate the relevant Charge based on Transpower's reasonable estimate of the information. For the avoidance of doubt, if the Customer disputes the estimate the Customer may dispute the relevant invoice under clause 10.7.

**9.4 Code Obligations to Use Particular Inputs:**

Clauses 9.1 and 9.3 are subject to any obligations of Transpower under the **Code** to use inputs other than **reconciled quantities** to calculate the Charges.

**10. INVOICING**

**10.1 Invoicing:**

Each month, Transpower will invoice the Customer for:

(a) **Charges:**

all Charges for the month; and

(b) **Other Amounts:**

any other Charges due and payable by the Customer under this Agreement (including any adjustments of prior invoices).

If it is not reasonably practicable for Transpower to invoice the Customer for all Charges for the month, Transpower may defer invoicing part or all of such Charges. Transpower will use reasonable endeavours to deliver an invoice to the Customer by the 20th day of the month.

**10.2 Invoices:**

Transpower may provide:

(a) **Separate or Combined Invoice:**

separate invoices for Charges payable under any Part or a combined invoice for Charges payable under some or all Parts; and

(b) **Multiple invoices:**

more than one invoice for Charges payable under any Part.

**10.3 Contents of Invoice:**

Each invoice or accompanying credit note is to:

(a) **GST Invoice:**

specify any GST Amount payable by the Customer under clause 11.5 and comply with the GST Act;

(b) **Cash Bond Interest:**

if the Customer has provided a cash bond under Schedule 7, specify the interest payable by Transpower in accordance with clause 6(d) of Schedule 7;

(c) **Component Charges Identified Separately:**

if a combined invoice for amounts payable under different Parts, separately identify the amounts payable by reference to each Part; and

(d) **Charges for Connection Locations Identified Separately:**

for each **connection location**, separately identify Charges which relate only to that **connection location**. To avoid doubt, this does not apply to Charges that are not calculated by **connection location** and cannot reasonably be related to one or more particular **connection locations**.

10.4 **Incorrect Invoices:**

If within 24 months from the date of any invoice Transpower discovers that it has overcharged or undercharged the Customer (whether because it has incorrectly calculated any Charge or because it has used an incorrect input when calculating a Charge), Transpower will:

(a) **Undercharge:**

in the case of an undercharge, invoice the Customer under clause 10.1 for the amount of the undercharge together with interest at the Interest Rate calculated from the Due Date of the incorrect invoice to the Due Date of the invoice showing the undercharge (provided that if the undercharge was due to incorrect information provided by the Customer, interest shall be at the Default Rate); and

(b) **Overcharge:**

in the case of an overcharge, send the Customer a credit note together with the next invoice under clause 10.1, for the amount of the overcharge together with interest at the Default Rate calculated from the Due Date of the incorrect invoice to the Due Date of that next invoice (provided that if the overcharge was due to incorrect information provided by the Customer, interest shall be at the Interest Rate). If the amount of the overcharge plus interest exceeds the amount of the Charges due that

month, Transpower will pay to the Customer such excess amount on or before the Due Date of that next invoice.

#### **10.5 Manifest Error In Invoice:**

If the Customer considers that there is a manifest error in an invoice and gives Transpower not less than five Business Days' notice of the alleged error prior to the Due Date, Transpower must use reasonable endeavours to investigate whether there is a manifest error and notify the Customer before the Due Date whether it agrees (acting reasonably) that there is a manifest error and the invoice requires correction.

If:

- (a) Transpower notifies the Customer that it agrees that there is a manifest error requiring correction, it will re-invoice the Customer and, without prejudice to the Customer's rights to dispute the new invoice under clause 10.6(b), clause 11 will apply to payment of the new invoice, provided that the Due Date will be five Business Days from the date that the new invoice is received by the Customer, and the Customer will not be liable to pay the sum specified in the incorrect invoice;
- (b) Transpower notifies the Customer that it does not agree that there is a manifest error requiring correction, clause 11 will apply to payment of the invoice and (if the Customer wishes) the Customer may notify Transpower of a dispute pursuant to clause 10.6(b);
- (c) Transpower has not notified the Customer before the Due Date either that it agrees or disagrees that there is a manifest error requiring correction, that invoice will not be payable provided that if the Customer subsequently receives notice from Transpower that it:
  - (1) agrees that there is a manifest error requiring correction, clause 10.5(a) will apply; or
  - (2) disagrees that there is a manifest error requiring correction, the Due Date for that invoice will be five Business Days from the date the Customer receives such notice and the Customer may notify Transpower of a dispute pursuant to clause 10.6(b).

#### **10.6 Disputed Invoices:**

Subject to clause 10.7, if the Customer disputes any matter relating to an invoice (including on the basis Transpower has incorrectly calculated any Charge or has used an incorrect input when calculating a Charge), the Customer must:

##### **(a) Continuing Obligation to Pay:**

pay the full amount of the disputed invoice in accordance with clauses 11.1, 11.2 and 11.3; and

(b) **Notice:**

within 24 months from the date of receipt of the invoice, notify Transpower of the dispute, including the grounds of dispute, in accordance with clause 21.3. Payment of a disputed invoice in accordance with clause 11.1 is without prejudice to the Customer's right to notify a dispute under this clause 10.6(b) or to raise any arguments in relation to such dispute.

**10.7 Payment Following Dispute Resolution:**

If, as a result of a dispute notified pursuant to clause 10.6, it is agreed or determined that Transpower has overcharged or undercharged the Customer, the procedure for undercharges or overcharges (as the case may be) in clause 10.4 will apply.

**10.8 Waiver of Right to Dispute or to Invoice an Undercharge:**

(a) **Disputed Invoice:**

The Customer will be deemed to have irrevocably waived its right to dispute any matter relating to an invoice (including on the basis Transpower has incorrectly calculated any Charge or has used an incorrect input when calculating a Charge) if the Customer fails to give a Dispute Notice and provide details of the grounds for the dispute as specified in clause 21.3 within 24 months from the date of the disputed invoice.

(b) **Undercharge:**

Transpower will be deemed to have irrevocably waived its right to invoice the Customer for any undercharged amount if Transpower fails to invoice the amount of the undercharge as specified in clause 10.4(a) within 24 months from the date of the incorrect invoice.

**11. PAYMENT**

**11.1 Payment:**

The Customer must pay to Transpower the full amount of any invoice sent in accordance with this Agreement. No deduction from the amounts invoiced may be made, except that if the Customer has received a credit note from Transpower with the invoice, the Customer may deduct the amount of the credit note from the amount payable under the invoice. For the purposes of this clause 11.1, "deduction" means any legal or equitable set off, and/or any legal or equitable counterclaim, and/or any cross-demand and/or any other legal or equitable claim and/or any disputed amount.

### 11.2 **Date for Payment:**

Any invoice under this Agreement must be paid in full on or before the Due Date. Except as otherwise provided in this Agreement, “Due Date” means the later of:

- (a) the 20th day of the month in which the invoice is issued or the next Business Day if the 20th day of the month is not a Business Day; and
- (b) five Business Days from the date the invoice is received by the Customer (including the day of receipt as the first Business Day if the invoice is received prior to 10.00 am on a Business Day).

### 11.3 **Time for Payment:**

If the Customer makes payment of an amount:

#### (a) **Electronic Payment:**

by electronic transfer of funds:

- (1) the payment must be credited to Transpower's designated bank account (as provided by Transpower under clause 12.10(2)(b) or 12.13 of the Code) by midnight on the Due Date; and
- (2) the Customer is to notify Transpower of any payment by electronic transfer of funds prior to 10.00 am on the day of transfer;

or

#### (b) **Other Means of Payment:**

by any other means, the payment must be made before 2.00 pm on the Due Date and the Customer is by the same time to notify Transpower of the payment and the invoice to which it relates.

### 11.4 **Default Interest:**

If the Customer fails to pay the full amount of any invoice which is due in accordance with this Agreement on or before the Due Date, the Customer must pay interest calculated at the Default Rate on the amount unpaid from the Due Date until the date payment is received by Transpower, such interest to accrue after, as well as before, judgment, award or determination.

### 11.5 **GST Amount:**

In addition to any amounts payable under this Agreement, the Customer is to pay Transpower an amount equal to any GST for which Transpower is liable in respect of the supply to which such payments relate (the “GST Amount”). The GST Amount is due and payable by the Customer at the same time as the payment in respect of which it is payable is due under this Agreement.

## **12. PARTIES TO PROVIDE INFORMATION**

### **12.1 Information Required by Transpower or the Customer:**

Without limiting any other provision of this Agreement, each party is to provide the other party (the “Requesting Party”) with any information and within such time as the Requesting Party may reasonably require for the purposes of performing its obligations under this Agreement, or its obligations under any Law in so far as such obligations relate to the performance of this Agreement, including information about:

- (a) **Assets:**  
the party’s **assets**;
- (b) **Operation of Assets:**  
the operation of the party’s **assets**;
- (c) **Conveyed Electricity:**  
any metered quantities of **electricity** conveyed; and
- (d) **Demand or Supply:**  
anticipated supply of, or demand for, **electricity**.

## **13. FORCE MAJEURE**

### **13.1 Force Majeure:**

If either party fails to comply with or observe any provision of this Agreement (other than payment of any amount due) and such failure is caused by:

- (a) **Specific Events or Circumstances:**  
any event or circumstance occasioned by, or in consequence of, any act of God (being an event or circumstance (i) due to natural causes, directly or indirectly and exclusively without human intervention, and (ii) which could not reasonably have been foreseen or, if foreseen, could not reasonably have been resisted), strikes, lockouts, other industrial disturbances, acts of public enemy, wars, terrorism, blockades, insurrections, riots, epidemics, or civil disturbances;
- (b) **Court Orders etc:**  
the binding order of any court, government, regulatory body or a local authority beyond the control of the party invoking this clause 13.1; or
- (c) **Other Event or Circumstance:**  
any other event or circumstance beyond the control of the party invoking this clause 13.1, and being such that, by taking reasonable precautions in



accordance with Good Electricity Industry Practice, such party could not have avoided the effect of such event or circumstance, that failure does not give rise to any cause of action or liability based on default of the provision.

**13.2 Notice:**

If a party becomes aware of a serious prospect of a forthcoming Force Majeure, it must notify the other party as soon as reasonably practicable of the particulars of which it is aware. If a party invokes clause 13.1, it must notify the other party as soon as reasonably practicable of full particulars of the Force Majeure relied upon.

**13.3 Avoidance and Mitigation of Effect of Force Majeure:**

The party invoking clause 13.1 must:

**(a) Endeavour to Avoid or Overcome:**

use all reasonable endeavours to overcome or avoid the Force Majeure;

**(b) Endeavour to Mitigate:**

use all reasonable endeavours to mitigate the effects or consequences of the Force Majeure insofar as such causes the failure in respect of which clause 13.1 has been invoked; and

**(c) Consult:**

consult with the other party on the performance of the obligations referred to in clause 13.3(a) and 13.3(b).

**13.4 No Obligation to Settle:**

Nothing in clause 13.3 is to be construed as requiring a party to settle a strike, lockout or other industrial disturbance by acceding, against its judgement, to the demands of opposing parties.

**14. DANGER TO PERSONS AND PUBLIC SAFETY**

**14.1 Danger to Persons and Public Safety:**

Notwithstanding any other provisions of this Agreement, if Transpower considers in good faith that there is an immediate danger to persons or public safety, it may immediately and without notice to the Customer de-energise any Point of Connection or take any other steps necessary in accordance with Good Electricity Industry Practice to avoid or minimise that danger. Transpower will notify the Customer as soon as reasonably practicable of the de-energisation and the reasons for de-energisation and will re-energise the Point of Connection as soon as practicable after it becomes safe to do so.

## 15. CONSEQUENCES OF DEFAULT

### 15.1 Non-Payment:

If the Customer fails to pay any invoice which is due to Transpower under this Agreement in full and on or before the Due Date, the following provisions apply:

(a) **Notice:**

Transpower may give notice to the Customer stating the amount due and requiring payment.

(b) **Transpower's Rights:**

If the Customer does not pay the amount due, together with interest calculated under clause 11.4, within five Business Days from the date of receipt of the notice under clause 15.1(a), Transpower may, without prejudice to any other right it may have at law or under this Agreement and while the non-payment (including non-payment of interest) continues:

- (1) if the non-payment relates to either Part B: Point Connection or Part C: Grid Connection, give 10 Business Days' notice of its intention to do any or all of the following:

- A. de-energise all or any Points of Connection;
- B. terminate Part B: Point Connection and Part C: Grid Connection in whole or in respect of any Point of Connection; and
- C. terminate the whole of this Agreement, provided that if the unpaid Charges relate only to a particular **connection location**, or particular **connection locations**, then A and B above will only apply in respect of Point(s) of Connection at such **connection location(s)** and C above will not apply,

and

- (2) if the non-payment relates to any Part other than Part B: Point Connection or Part C: Grid Connection, give 10 Business Days' notice of its intention to do either or both of the following:

- A. terminate that Part; or
- B. terminate the whole of this Agreement.

(c) **Meet to Discuss**

As soon as practicable after a notice under clause 15.1(a) has been given, the parties will meet to discuss payment. Transpower may only act on its intention to act under clause 15.1(b)(1)A, B or C or (2)A or B following the expiry of 10 Business Days from the date of receipt of the notice by

the Customer if no agreement has been reached on payment or the Customer has been unwilling to meet with Transpower prior to the expiry of the 10 Business Days.

(d) **Further Notice**

If the Customer fails to comply with any agreement reached under clause 15.1(c), then:

- (1) Transpower may give a further notice under clause 15.1(b) as if the failure to comply with the agreement was a failure to pay the amount due together with interest within five Business Days from the date of receipt of the notice under clause 15.1(a); and
- (2) clause 15.1(c) shall not apply in respect of such notice.

(e) **Exercise of Rights**

Subject to the proviso to clause 15.1(b)(1), Transpower may exercise its rights to terminate under clause 15.1(b)(1)B in respect of any Point of Connection notwithstanding that it may have already exercised its rights under that clause in respect of any other Point of Connection or have already exercised its rights under clause 15.1(b)(1)A, whether in respect of that or any other Point of Connection.

**15.2 Customer Technical Non Compliance:**

If the Customer fails to comply with any Technical Compliance Obligation, the following provisions apply (without prejudice to any other rights or remedies that Transpower may have at law or under this Agreement):

(a) **Immediate de-energisation:**

- (1) Acting in accordance with Good Electricity Industry Practice, Transpower may immediately de-energise any Point of Connection to which the non-compliance relates for so long as it reasonably considers that the non-compliance is likely to have a material adverse effect on:  
the power quality or security of the **grid**;  
the performance characteristics and/or management of the **grid**; or  
any other Connected Party.
- (2) Transpower will notify the Customer as soon as reasonably practicable of the de-energisation and the reasons for the de-energisation (including the nature of the Customer's non compliance).
- (3) Where Transpower is unable to de-energise the Point of Connection to which the non-compliance relates, the Customer must de-energise the Point of Connection as soon as practicable following receipt of a notice from Transpower requiring de-energisation under this clause

15.2(a). Such notice shall include the reasons for the de-energisation (including the nature of the Customer's non-compliance).

- (4) Transpower may exercise its rights under this clause 15.2(a) notwithstanding that any notice may have been given or process commenced under clause 15.2(b) or clause 15.3.

**(b) Notice of Non-Compliance:**

Transpower may give notice to the Customer specifying the non-compliance and, if Transpower does so:

- (1) the Customer must remedy the non-compliance within 10 Business Days from the date of receipt of the notice; or
- (2) if it is not reasonably practicable in accordance with Good Electricity Industry Practice for the Customer to remedy the non-compliance within 10 Business Days from the date of receipt of the notice, the Customer must provide Transpower with a plan (including a timetable) to remedy the non-compliance in accordance with Good Electricity Industry Practice. If Transpower does not agree with the Customer's remedial plan, the remedial plan is to be referred to an expert for determination in accordance with clause 21.6.

**15.3 De-energisation or Termination:**

If, following receipt of a notice under clause 15.2(b), the Customer:

- (a) fails to remedy the non-compliance or to provide Transpower with a remedial plan within 10 Business Days from the date of receipt of the notice; or
- (b) fails to remedy the non-compliance in accordance with the remedial plan (as agreed or determined),

then while the failure continues Transpower may give 10 Business Days' notice of its intention to do any or all of the following:

- (c) de-energise any Point of Connection to which the non-compliance relates; or
- (d) terminate Part B: Point Connection and Part C: Grid Connection in relation to any Point of Connection to which the non-compliance relates.

As soon as practicable after such a notice has been given, the parties must meet and:

- (e) if clause 15.3(a) applies, negotiate in good faith as to the steps the Customer will take to remedy the non-compliance having regard to Good Electricity Industry Practice; or

- (f) if clause 15.3(b) applies, in good faith seek to identify the reasons why the Customer has not complied with the remedial plan and negotiate any necessary changes to the remedial plan.

Transpower may only act on its notice of intention following the expiry of 10 Business Days from the date of receipt of the notice by the Customer if no agreement can be reached on the matters described in clauses 15.3(e) or (f) (as applicable) or the Customer has been unwilling to meet with Transpower before the expiry of 10 Business Days. If the Customer fails to comply with any agreement reached under clauses 15.3(e) or (f) Transpower may by giving not less than 10 Business Days' notice, do all or any of the following:

- (g) de-energise any Point of Connection to which the non-compliance relates;  
or
- (h) terminate Part B: Point of Connection and Part C: Grid Connection in relation to any Point of Connection to which the non-compliance relates.

Transpower may exercise any of its rights under this clause 15.3 to de-energise or terminate any Point of Connection notwithstanding that it has also exercised any or all of those in respect of that or any other Point of Connection.

#### 15.4 **Re-energisation:**

Where Transpower has exercised its rights under clause 15.2(a) or 15.3 to de-energise a Point of Connection and the Customer remedies the failure that gave rise to Transpower exercising such rights, Transpower will re-energise that Point of Connection as soon as practicable following receipt of a notice from the Customer that it has remedied such failure.

#### 15.5 **Transpower Technical Non-Compliance:**

If Transpower fails to comply with any Technical Compliance Obligation, the following provisions apply:

##### (a) **Notice:**

The Customer may give notice to Transpower specifying the non-compliance.

##### (b) **Customer's Rights:**

If Transpower does not remedy or remove the non-compliance within 10 Business Days from the date of receipt of the notice specifying the non-compliance, the Customer may, without prejudice to any rights it may have at law or under this Agreement (including the dispute resolution procedures under clause 21) terminate Part B: Point Connection and Part C: Grid Connection in relation to any Point of Connection to which the non-compliance relates.

(c) **Equitable Relief:**

Notwithstanding clause 15.5(b), Transpower:

- (1) acknowledges that termination under clause 15.5(b) will not be an adequate remedy for Transpower's failure to comply with a Technical Compliance Obligation if there are no alternative transmission service providers; and
- (2) agrees that the Customer will (without prejudice to any rights it may have in law or under this Agreement) be entitled to equitable relief, including specific performance, in the event of a failure by Transpower to remedy or remove the non-compliance within 10 Business Days from the date of receipt of the notice specifying the non-compliance.

**16. CONSEQUENCES OF DE-ENERGISATION**

If Transpower de-energises a Point of Connection at a **connection location** in accordance with this Agreement:

(a) **Customer's Continuing Obligations:**

the de-energisation will not relieve the Customer of any obligation to pay any continuing Charges in relation to the **connection location**;

(b) **Indemnity:**

if the de-energisation is effected at the Customer's request or due to a breach by the Customer of its obligations under this Agreement, the Customer fully indemnifies Transpower for all Transpower's reasonable direct costs resulting from the de-energisation; and

(c) **Disclosure:**

Transpower and the Customer are relieved from any obligation of confidentiality owed to the other party (whether under this Agreement or otherwise) not to disclose the fact of the de-energisation or the reason for the de-energisation (including, where the de-energisation arises as a result of the direction of any third party, both the fact of the direction and the circumstances giving rise to such direction).

**17. TERMINATION BY CUSTOMER ON NOTICE**

Subject to clause 19.1, the Customer may at any time terminate Part B: Point Connection and Part C: Grid Connection in whole or in respect of any Point of Connection by giving Transpower not less than six months' notice of termination.

## 18. TERMINATION FOR INSOLVENCY OR ILLEGALITY

Either party may terminate this Agreement immediately by notice to the other party if:

(a) **Liquidation:**

the other party enters into liquidation, except for the purposes of a solvent reconstruction or amalgamation which is on terms previously approved in writing by the first party (not to be unreasonably withheld); or

(b) **Compromise:**

except as previously approved in writing by the first party, the other party enters into any compromise, arrangement or assignment with, or for the benefit of, its creditors whether approved by the Court or not; or

(c) **Statutory Management, Receivership or Administration:**

a statutory manager is appointed under the Corporations (Investigation and Management) Act 1989 to the other party or a receiver and/or manager or administrator is appointed to the whole or a material part of the other party's property; or

(d) **Insolvency:**

the other party is unable to pay its debts as they fall due in the normal course of business or where the value of the other party's assets is less than the value of its liabilities, including contingent liabilities; or

(e) **Other:**

the other party is not a company and it is the subject of an event reasonably analogous to any event described in clauses 18(a) to (d); or

(f) **Illegality:**

despite the operation of clause 24.4, it becomes illegal for either party to perform any provision of this Agreement to an extent which is material but:

- (1) subject to either party having first given notice and the parties having met and considered any practical basis on which this Agreement might be varied; and
- (2) provided that a party may not invoke this clause 18(f) if the illegality arises as a result of a failure by that party to meet its obligations under this Agreement or to comply with Good Electricity Industry Practice.

## **19. GENERAL PROVISIONS CONCERNING TERMINATION**

### **19.1 Condition of Termination by Customer:**

Any termination by the Customer of Part B: Point Connection and Part C: Grid Connection, whether in whole or in respect of any Point of Connection, will not be effective unless and until:

**(a) Disconnection:**

the Customer causes the Customer's Assets to be disconnected from the **grid** or, if the termination is in respect of any Point of Connection, causes the Customer's Assets at that Point of Connection to be disconnected from the **grid**; or

**(b) Terms:**

the Customer and Transpower agree terms for connection to the **grid** as a replacement for Part B: Point Connection and Part C: Grid Connection (including general terms) or a **default transmission agreement** applies in accordance with clause 12.13 of the Code).

### **19.2 Termination of a Point of Connection:**

Where Part B: Point Connection and Part C: Grid Connection are terminated in respect of any Point of Connection at a **connection location**:

**(a) Schedules Amended:**

Schedule 1 (Points of Connection) and Schedule 2 (Points of Service) are deemed to be amended accordingly with effect from such termination;

**(b) Transpower to Forward Revised Schedules:**

within 20 Business Days from the date of such termination, Transpower is to forward to the Customer a revised Schedule 1 (Points of Connection), a revised Schedule 2 (Points of Service), and (if the Grid Charges are recalculated as a result of the termination) a revised Schedule 3 (Grid Charges), as necessary.

### **19.3 Consequences of Termination:**

If Part B: Point Connection and Part C: Grid Connection terminate in whole or in respect of any Point of Connection (for any reason in accordance with this Agreement), then, as a provision which survives such termination, Transpower may:



(a) **Termination in Whole:**

if Part B: Point Connection and Part C: Grid Connection terminate in whole, do any or all of the following:

- (1) de-energise any or all Points of Connection; and
- (2) disconnect the Customer's Assets from any or all Points of Connection;

and

(b) **Termination in Respect of a Point of Connection:**

if Part B: Point Connection and Part C: Grid Connection terminate in respect of any Point of Connection, do any or all of the following:

- (1) de-energise each such Point of Connection; and
- (2) disconnect the Customer's Assets from the **grid** at each such Point of Connection.

Clauses 19.3(a) and 19.3(b) will not apply in relation to any Point of Connection in respect of which Transpower and the Customer agree, prior to the termination taking effect, terms for connection to the **grid** as a replacement for Part B: Point Connection and Part C: Grid Connection (including general terms).

**19.4 Termination of Part A etc:**

If Part B: Point Connection and Part C: Grid Connection have terminated in respect of all Points of Connection and there are no other Parts of this Agreement in force, the whole of this Agreement will be deemed to be terminated.

**19.5 Rights not Affected by Termination:**

Termination of this Agreement or of any Part, whether in whole or in respect of any Point of Connection, (for any reason in accordance with this Agreement) will not of itself affect:

(a) **Liability for Preceding Default:**

a liability of either party for any preceding default, including any default which gave rise to termination;

(b) **Indemnity:**

any indemnity given by either party to the other under this Agreement for any liability arising under such indemnity prior to, or that relates to or results from, termination, irrespective of whether or not any claim has been made under the indemnity prior to termination;

**(c) Recovery of Amount Due:**

the right of either party to recover from the other party any amount which is or may become due to it under this Agreement; and

**(d) Rights and Remedies:**

any other rights and remedies to which either party would otherwise be entitled, whether under this Agreement, at law, at equity or otherwise,

subject in each case to clause 20.

**19.6 Certain Provisions Survive Termination:**

Termination of this Agreement for any reason will not affect clauses 19, 20, 21 and 22 or those clauses which are expressed as being intended to survive such termination.

**19.7 Limit on Right to Terminate:**

Neither Transpower nor the Customer is entitled to terminate or cancel this Agreement except in accordance with, and as expressly provided in, this Agreement. To avoid doubt, neither party may cancel this Agreement under Subpart 3 of Part 2 of the Contract and Commercial Law Act 2017.

## **20. LIABILITY**

**20.1 Exclusion From Transpower's Liability:**

Transpower and its Associates will only be liable (in contract, tort (including negligence), equity or otherwise) to the Customer for any loss, injury, damage (in each case whether direct, indirect or consequential) or expense (together "Loss"), if such Loss is caused by an act or omission of Transpower or its Associates which constitutes a failure by Transpower to comply with a provision of this Agreement. Transpower and its Associates will not be liable to the extent the act or omission was caused or contributed to by any default of the Customer or its Associates of its obligations under this Agreement.

**20.2 Limitation of Transpower's Liability:**

Subject to clauses 20.9 and 22.5, if Transpower or its Associates are liable to the Customer (whether in contract, tort (including negligence), equity or otherwise), other than for payment of amounts due or under any indemnity, Transpower and its Associates will only be liable for direct loss to the Customer excluding:

**(a) Loss:**

any loss of use, revenue or profit by the Customer; and

(b) **Damages:**

the amount of any damages awarded against the Customer in favour of a third party; and

(c) **Settlement Money:**

the amount of any money paid by the Customer by way of settlement to a third party; and

(d) **Costs or Expenses:**

any costs or expenses of the Customer incurred in connection with any of clauses 20.2(a), (b) or (c).

**20.3 Transpower's Capped Liability:**

Subject to clauses 20.9, 20.10 and 22.5, the combined maximum liability of Transpower and its Associates under this Agreement will be:

(a) **Single Event or Series of Related Events:**

for any single event or related series of events, five million dollars; and

(b) **12 Month Period:**

in any 12 month period a total of 20 million dollars, irrespective of the number of events.

**20.4 Privity:**

The benefits of clauses 20.1, 20.2, and 20.3 are intended to extend to Transpower's Associates and to be enforceable by each of them under Subpart 1 of Part 2 of the Contract and Commercial Law Act 2017.

**20.5 Exclusion from Customer's Liability:**

The Customer and its Associates will only be liable (in contract, tort (including negligence), equity or otherwise) to Transpower for any Loss, if such Loss is caused by an act or omission of the Customer or its Associates which constitutes a failure by the Customer to comply with a provision of this Agreement. The Customer and its Associates will not be liable to the extent the act or omission was caused or contributed to by any default of Transpower or its Associates of its obligations under this Agreement.

**20.6 Limitation of Customer's Liability:**

Subject to clauses 20.9 and 22.5, if the Customer or its Associates are liable to Transpower (whether in contract, tort (including negligence), equity or otherwise), other than for payment of amounts due or under any indemnity, the

Customer and its Associates will only be liable for direct loss to Transpower excluding:

- (a) **Loss:**  
any loss of use, revenue or profit by Transpower; and
- (b) **Damages:**  
the amount of any damages awarded against Transpower in favour of a third party; and
- (c) **Settlement Money:**  
the amount of any money paid by Transpower by way of settlement to a third party; and
- (d) **Costs or Expenses:**  
any costs or expenses of Transpower incurred in connection with any of clauses 20.6(a), (b) or (c).

**20.7 Customer's Capped Liability:**

Subject to clauses 20.9 and 22.5, the combined maximum liability of the Customer and its Associates will be:

- (a) **Single Event or Series of Related Events:**  
for any single event or related series of events, five million dollars; and
- (b) **12 Month Period:**  
in any 12 month period a total of 20 million dollars, irrespective of the number of events.

**20.8 Privity:**

The benefits of clauses 20.5, 20.6, and 20.7 are intended to extend to the Customer's Associates and to be enforceable by each of them under Subpart 1 of Part 2 of the Contract and Commercial Law Act 2017.

**20.9 Wilful Breach or Fraud:**

The limits on liability in clauses 20.2, 20.3, 20.6 and 20.7 will not apply to a party for any wilful breach or fraud by that party.

**20.10 Consumer Guarantees Act 1993:**

- (a) Transpower fully indemnifies the Customer against all loss, damage, liability, claims or expense suffered or incurred by the Customer that arises under the Consumer Guarantees Act 1993 to the extent caused by any breach of this Agreement by Transpower (except to the extent the loss,

damage, liability, claim or expense was due to a failure by the Customer to comply with clause 20.10(c)).

- (b) The limit on liability in clause 20.3 will not apply to any liability under this clause 20.10.
- (c) The Customer shall include a provision in any agreement with a consumer to exclude the Consumer Guarantees Act 1993 where the consumer acquires services from the Customer for the purposes of a business.

## **21. DISPUTE RESOLUTION**

### **21.1 Exceptions:**

This clause 21 will not apply to:

- (a) **Non-payment:**  
actions for non-payment of invoices or demands; or
- (b) **Reconciled Quantities:**  
disputes as to **reconciled quantities**; or
- (c) **Other:**
  - (1) disputes under the Code; or
  - (2) disputes in relation to which the Code sets out a dispute resolution process.
- (d) **Transmission Pricing Methodology:**  
matters arising under the **transmission pricing methodology** which are to be determined by an independent expert under the **transmission pricing methodology**.

### **21.2 Management and Resolution of Disputes Between the Parties:**

The provisions of this clause 21.2 will apply to all disputes between the parties in relation to this Agreement:

- (a) **Amicable resolution:**  
the parties acknowledge that they are in a long-standing business relationship and recognise the importance of resolving disputes arising out of this Agreement between them quickly and cost effectively;
- (b) **Interest Based:**  
disputes will be resolved by focusing on the interests of both parties to achieve an agreed solution;

(c) **Reasonable Efforts:**

the parties will use all reasonable endeavours to resolve any dispute;

(d) **Obligation to Resolve Remains:**

the parties are to continue to seek to resolve any dispute by consultation and negotiation whether or not any dispute is referred for mediation, expert determination, arbitration, litigation or is referred to the **Rulings Panel**;

(e) **Continued Performance:**

pending resolution of any dispute, the parties are to continue to perform their obligations under this Agreement; and

(f) **Agreement:**

any agreement to resolve any dispute is to be in writing and signed by each party.

**21.3 Dispute Notice and Meeting:**

The following provisions of this clause 21.3 will apply to any dispute in relation to this Agreement:

(a) **Dispute Notice:**

the party claiming a dispute is to give prompt and early notice of the dispute to the other party (the "Dispute Notice") and will provide the grounds for the dispute within five Business Days from the date of receipt of the Dispute Notice. The party receiving the Dispute Notice is to give a response notice within five Business Days from the date of receipt of the grounds for the dispute;

(b) **Dispute Meeting:**

the parties are to meet within 15 Business Days from the date of receipt of the Dispute Notice (the "Dispute Meeting"). At the Dispute Meeting, the parties are to seek to:

- (1) identify and agree the interests of each party;
- (2) identify and isolate the issues between the parties;
- (3) where possible, resolve the dispute;
- (4) if the parties cannot resolve the dispute, identify whether any further information is required by either party and agree a time within which the information will be provided; and

- (5) if not otherwise provided in this Agreement, determine the most appropriate method for resolving the dispute. Such methods may include:
  - (6) negotiation;
  - (7) non-binding neutral evaluation by a third party;
  - (8) expert determination;
  - (9) mediation;
  - (10) arbitration;
  - (11) litigation; or
  - (12) any other method agreed between the parties;
- (c) **Timetable:**
- at the Dispute Meeting, the parties must agree a timetable to endeavour to resolve the dispute. Where practicable, the timetable is to provide for the dispute to be resolved within six weeks from the date of the Dispute Meeting unless the dispute is to be resolved by litigation;
- (d) **No Agreement on Dispute Process:**
- if the parties cannot reach agreement at the Dispute Meeting on the method for resolving the dispute then either party may refer the dispute to arbitration. The provisions of clause 21.5 will apply to any such arbitration;
- (e) **Dispute Process Breaks Down:**
- except in the case of arbitration, expert determination or litigation, if a process for resolving a dispute is agreed but a party considers that the agreed process has broken down, then the party may refer the dispute to arbitration. The provisions of clause 21.5 will apply to any such arbitration; and
- (f) **Refusal to meet:**
- if, following receipt of a Dispute Notice, either party refuses to meet or for any other reason the parties fail to have a Dispute Meeting within 15 Business Days from the date of receipt of the Dispute Notice and the dispute remains unresolved, then either party may refer the dispute to arbitration. The provisions of clause 21.5 will apply to any such arbitration.

#### 21.4 **Mediation:**

Where the parties agree that a dispute is to be referred to mediation, the provisions of this clause 21.4 will apply:

(a) **Appointment of Mediator:**

the parties are to agree the appointment of a mediator within five Business Days from the date of the Dispute Meeting;

(b) **Default Appointment:**

if a mediator is not appointed under clause 21.4(a), either party may request the president for the time being of the Arbitrators' and Mediators' Institute of New Zealand Incorporated to appoint the mediator;

(c) **Mediator to Settle Procedures:**

the mediator is to consult with the parties to settle the timetable and procedures to be adopted during the mediation within five Business Days from the date of the mediator's appointment. The mediator may call any meeting between the parties at such times and places as the mediator considers appropriate. The mediation must be held within 25 Business Days from the date of the mediator's appointment;

(d) **Parties to Attend Meetings:**

the parties are to attend all meetings called by the mediator and use all reasonable endeavours to assist the mediation;

(e) **Legal Representation:**

the parties may have the assistance of legal counsel;

(f) **Without Prejudice:**

the mediation is to be conducted on a "without prejudice" basis. The mediation will not affect the rights, or prejudice the position, of the parties to the dispute in any subsequent proceedings of any kind;

(g) **Mediator has no Power of Decision:**

the mediator has no power of decision on any matters;

(h) **Mediator's Costs to be Borne Equally:**

the mediator's costs are to be paid equally by the parties and the parties will be jointly and severally liable to the mediator for such costs. This clause 21.4(h) confers a benefit or right on the mediator and is intended to be enforceable by the mediator under Subpart 1 of Part 2 of the Contract and Commercial Law Act 2017; and

(i) **Parties' Costs of the Mediation:**

each party will bear its own costs and expenses (including legal costs on a solicitor-client basis).



### 21.5 **Arbitration:**

Where the parties agree that a dispute is to be referred to arbitration, or a party refers a dispute to arbitration under any provision of this Agreement, the dispute will be referred to arbitration in accordance with the Arbitration Act 1996 and the provisions of this clause 21.5 will apply:

(a) **Single Arbitrator:**

the arbitration is to be conducted by a single arbitrator;

(b) **Appointment of Arbitrator:**

the parties are to agree the appointment of the arbitrator within five Business Days from the date of the Dispute Meeting;

(c) **Default Appointment:**

if an arbitrator is not appointed under clause 21.5(b), either party may request the president for the time being of the Arbitrators' and Mediators' Institute of New Zealand Incorporated or his or her nominee to appoint the arbitrator;

(d) **Notice of Appointment:**

the arbitrator is to give the parties notice of his or her appointment;

(e) **Final and Binding:**

the award in the arbitration will be final and binding upon the parties;

(f) **Give Reasons:**

the arbitrator is to provide reasons for any award made;

(g) **Costs:**

unless the parties otherwise agree, costs are to be determined by the arbitrator's final award; and

(h) **Interim Payment of Arbitrator's Costs:**

pending the final award, the fees and expenses of the arbitrator, including hire fees and facilities expenses, are to be paid equally by the parties and the parties will be jointly and severally liable to the arbitrator for such fees and expenses. This clause 21.5(h) confers a benefit or right on the arbitrator and is intended to be enforceable by the arbitrator under Subpart 1 of Part 2 of the Contract and Commercial Law Act 2017.

### 21.6 **Expert Determination:**

Where the parties agree, or this Part requires, that a dispute is to be referred to an independent expert, the provisions of this clause 21.6 will apply:

(a) **Appointment of Expert:**

the parties are to agree on the appointment of an expert within five Business Days from the date of the Dispute Meeting;

(b) **Default Appointment:**

if an expert is not appointed under clause 21.6(a), either party may request the president for the time being of the New Zealand Law Society to make the appointment;

(c) **Notice of Appointment as Expert:**

the expert is to give the parties notice of his or her appointment;

(d) **Representations:**

the expert is to invite the parties to submit such representations as the parties wish to make within 10 Business Days from the date of receipt of the expert's notice of appointment. The expert is to take into account any representations submitted by the parties but is not limited or fettered by them in any way;

(e) **Expert not Arbitrator:**

the expert is to act as an expert and not as an arbitrator and, accordingly, the Arbitration Act 1996 does not apply;

(f) **Inspection of Records:**

the expert may inspect any relevant records kept by a party in relation to this Agreement at any reasonable time provided that:

- (1) a party is not obliged to provide records for inspection where to do so will breach an obligation owed by that party to a third party or is contrary to law; and
- (2) each party is to use reasonable endeavours to obtain any consent necessary to disclose information requested by the expert;

(g) **Rely on Own Judgement:**

the expert is entitled to rely on his or her own judgement and opinion;

(h) **Give Reasons:**

the expert is to provide the reasons for any determination within six weeks from the date of the expert's appointment or within such extended period as the parties may agree. The expert is not to release any determination to the parties until the expert's fees and expenses are paid;

(i) **Binding Determination:**

the expert's determination will be final and binding upon the parties;

(j) **Replacement of Expert:**

if the expert does not make a determination within six weeks from the date of his or her appointment (or within the time agreed by the parties), or relinquishes his or her appointment, or dies, or for any other reason is unable to complete the determination, another expert will be appointed. This clause 21.6 will apply in relation to that appointment;

(k) **Expert's fees:**

the expert's fees and expenses will be paid equally by the parties or as agreed or determined under clause 21.6(l) or (m) respectively, and the parties will be jointly and severally liable to the expert. This clause 21.6(k) confers a benefit or right on the expert and is intended to be enforceable by the expert under Subpart 1 of Part 2 of the Contract and Commercial Law Act 2017;

(l) **Costs:**

the parties are to agree which party will pay the costs of the expert determination, including each party's costs and the expert's fees and expenses, within 10 Business Days from the date receipt of the determination; and

(m) **Expert to Determine Costs:**

if the parties do not agree costs under clause 21.6(l), the expert is to determine such costs, fees and expenses. The expert may invite the parties to make submissions on costs in such manner as determined by the expert. The parties will be bound by the expert's determination as to costs.

## **22. CONFIDENTIALITY**

### **22.1 Confidentiality:**

- (a) Except as expressly provided otherwise in this Agreement, each party is to keep confidential and only use for the purposes of this Agreement any information provided by or on behalf of the other party relating to this Agreement which has been specified by such party as being confidential information, and not disclose such information to any other person without the prior written consent of the other party, which is not to be unreasonably withheld.
- (b) Each party acknowledges that information it receives from the other party may be or become "inside information" or "material information" as defined by the Financial Markets Conduct Act 2013. Neither party shall

use any such information in any way or otherwise do anything which could breach the Financial Markets Conduct Act 2013 or any listing rules (as defined in the Financial Markets Conduct Act 2013) or could result in the other party or any of its Related Companies or any of its or their shareholders, officers, employees or advisers incurring any liability under the Financial Markets Conduct Act 2013 or listing rules. In particular neither party shall, or shall cause or permit any person to whom it has disclosed the inside information and/or material information to, buy or sell or otherwise deal in shares in the other party or advise or encourage any other person to do so until all such information ceases to be inside information and/or material information.

## 22.2 **Exceptions:**

Clause 22.1 is not to apply to the disclosure of any information by a party:

(a) **Associates:**

to its Associates or Related Companies where necessary for the ordinary business purposes of that party;

(b) **Banks, etc.:**

to any bank, financial institution or rating agency from which the party is seeking to obtain or maintain financial facilities or a credit rating in connection with that party's business;

(c) **Assignee:**

to a bona fide intending assignee who has signed a confidentiality agreement in favour of the party whose information is being disclosed;

(d) **As Required by Law or Stock Exchange:**

to any person to whom that party reasonably believes it is required to disclose to by law or to meet the listing requirements of any stock exchange;

(e) **Industry Agreements:**

to any person to whom that party reasonably believes it is required to disclose to so as to comply with (including the exercise of any rights under) the Code and, in the case of Transpower, to any person to whom it reasonably believes it is required to disclose to so as to comply with (including the exercise of any rights under) any **market operation service provider agreement**;

(f) **Disputes:**

in any mediation, arbitration, adjudication or legal proceeding of any kind arising out of or in connection with this Agreement or otherwise in compliance with the order of any court of competent jurisdiction;

(g) **Public Domain:**

to the extent that the information at the time of disclosure was, or subsequently has become, generally available to the public other than as a result of unauthorised disclosure by that party or any of its Associates;

(h) **Already Known:**

to the extent that the information was already known to a party at the time of disclosure and came into that party's possession otherwise than by breach of any confidentiality obligation owed to any other party or the information was disclosed to a party on a non-confidential basis by a third party who was not bound by any confidential obligation;

(i) **System Operator:**

to the System Operator to the extent required for performance of its functions;

(j) **Transpower Termination or De-energisation:**

in the relevant circumstances where Transpower is acting under clauses 14.1, 15.1(b), 15.2, 15.3 or 19.3; and

(k) **Customer Termination:**

in the relevant circumstances where the Customer is acting under clause 15.5.

**22.3 Disclosure on Aggregated Basis:**

Transpower may disclose confidential information to any person where the information has been developed into aggregated statistical data and such disclosure will not in a material manner commercially disadvantage the Customer.

**22.4 Associates:**

Each party is to ensure that its Associates or Related Companies who are in possession of any confidential information under clauses 22.2(a), 22.2(b), 22.2(c), 22.2(f) observe and comply with these confidentiality provisions and is responsible to the other party for any acts and omissions of its Associates or Related Companies in relation to the confidential information.

**22.5 Liability:**

The limits on liability in clauses 20.2, 20.3, 20.6 and 20.7 shall not apply to any breach by a party of its obligation under this clause 22 or clause 12 of schedule 7.

**22.6 Survive Termination:**

The whole of this clause 22 is to survive termination of this Agreement.

**23. ASSIGNMENT**

**23.1 Assignment:**

Neither party may assign, transfer or otherwise dispose of the whole or any part of its interest or obligations under this Agreement without the other party's prior written consent, not to be unreasonably withheld.

**23.2 Release:**

If either party assigns or transfers the whole of its interest or obligations under this Agreement in accordance with clause 23.1 the party assigning or transferring its interest will be relieved and released from its obligations and any liability under this Agreement except for any obligations or liability arising prior to the date of the assignment or transfer.

**23.3 Deemed Assignment:**

Except in the case of a party whose shares are listed on a recognised stock exchange, there is deemed to be an assignment of a party's interest in this Agreement in breach of clause 23.1 if, without the prior approval of the other party (not to be unreasonably withheld), by transfer or allotment of shares or amendment of its company constitution or by some other act or deed, the effective control of a party changes or passes to any person not having effective control as at the date of this Agreement.

**24. GENERAL LEGAL TERMS**

**24.1 No Partnership, etc.:**

This Agreement does not constitute either party as an agent or legal representative of the other or employee or servant of the other for any purpose nor does this Agreement deem to establish a joint venture or partnership.

**24.2 No Representation:**

The Customer acknowledges that it is not entering into this Agreement on the basis of any representation or warranty made by Transpower which is not expressly set out in this Agreement.

**24.3 Amendments:**

Except as expressly provided in this Agreement, there is to be no amendment to any of the provisions of this Agreement except by a supplementary written agreement signed by the parties.

**24.4 Severability:**

If any of the provisions of this Agreement are held by a court or tribunal of competent jurisdiction to be unenforceable, then that provision will be severed from this Agreement and immediately replaced with a valid enforceable provision as similar as possible to the severed provision.

**24.5 Waiver:**

No waiver, extension or excuse (as the case may be) will be deemed to arise unless it is in writing and signed by the relevant party providing it.

**24.6 No Third Party Rights:**

Except as expressly provided in this Agreement, the parties do not intend to create rights in or grant remedies to any third party as a beneficiary of this Agreement and all provisions contained in this Agreement are for the sole and exclusive benefit of the parties.

**24.7 Further Acts:**

Each party agrees that it will from time to time sign, execute, procure, pass and do all such further documents, acts, matters, resolutions and things within its power as may reasonably be necessary to effect the provisions of this Agreement.

**24.8 Applicable Law:**

This Agreement is to be governed by and interpreted in accordance with the laws of New Zealand and the parties hereto irrevocably submit to the non-exclusive jurisdiction of the Courts of New Zealand.

**25. NOTICES**

**25.1 Delivery of Notices:**

Except as expressly provided otherwise, all notices or other communication required by this Agreement must be in writing and must be forwarded by personal delivery, post, or email (if an email address for notices has been provided) to the number or address of the party set out in clause 1 or 2 (as the case may be) of Part A: Foundation or otherwise notified by that party from time to time. Subject to clause 25.2, any such notice or other communication will be deemed to have been duly received:

(a) **Personal Delivery:**

if personally delivered, when delivered at the recipient's address;

(b) **By Post:**

if sent by post, at 9.00am on the second Business Day after posting; or

(c) **By Email:**

if sent by email, when actually received in readable form by the recipient, provided that a delivery failure notice has not been received by the sender, in which case the notice or other communication will be deemed not to have been sent.

**25.2 Not a Business Day:**

Except for any notice or other communication deemed received under clause 25.1(b), if any notice or other communication is not received on a Business Day, or is not received before 10.00am on any Business Day, that notice or other communication will be deemed to have been duly received by the recipient at 9.00 am on the next Business Day.

**25.3 Commencement of Notice Period:**

Where this Agreement provides that an event or action take place within a specified number of Business Days from the date of receipt of any notice or other communication ("Notice Period"), the first Business Day of the Notice Period is deemed to be the day of receipt in accordance with clauses 25.1 and 25.2.



## **PART B: POINT CONNECTION**

### **26. SCOPE OF POINT CONNECTION**

This Part sets out the obligations of both Transpower and the Customer in relation to the physical connection of the Customer's Assets to the **grid**.

Connection of the Customer's Assets to the **grid** occurs at a Point of Connection and provides the physical means by which **electricity** can transfer between the **grid** and the Customer's Assets. The parties' rights and obligations in relation to energisation of a Point of Connection, which is necessary to effect the transfer of **electricity** between the Customer's Assets and the **grid**, are set out in Part C: Grid Connection.

### **27. DEFINITIONS**

For the purposes of this Part B:

**Equipment**

includes equipment, tools, cables, machinery, lines, wires and all related materials and items;

**Local Losses**

means Losses applying to the conveyance of **electricity** over a Local Network;

**Local Network**

means lines, equipment and plant that is used to convey **electricity** between the **grid** and a **consumer** (other than a **direct consumer**) or **embedded generator** or **embedded network** who are connected to that Local Network;

**Losses**

means the difference between the delivered **electricity** at one place and the **electricity** required to be injected at any other place in order to supply the delivered **electricity**; and

**Metering Information**

means the quantity of **electricity** measured by a **metering installation** and adjusted for Local Losses (where relevant) to represent the equivalent amount of **electricity** at the relevant Point of Connection.

### **28. CONNECTION**

#### **28.1 Connection:**

Transpower will permit the Customer to connect the Customer's Assets to the **grid** at the Points of Connection and to remain connected in accordance with

this Agreement for the purpose of enabling the transfer of **electricity** between the **grid** and the Customer's Assets.

**28.2 Customer's Assets:**

The Customer must ensure that connection of the Customer's Assets to the **grid** and the maintenance and operation of the Customer's Assets and any **assets** physically connected to the Customer's Assets do not adversely affect the **grid** or Transpower's use or management of the **grid**.

**28.3 Transpower's Assets:**

Transpower must ensure that connection of the **grid** to the Customer's Assets and the maintenance and operation of the **grid** and any **assets** physically connected to the **grid** do not adversely affect the Customer's Assets or the Customer's use or management of the Customer's Assets.

**29. CONNECTION CODE**

**29.1 Transpower:**

Transpower must comply with the obligations on it, and may exercise its rights under, the Connection Code.

**29.2 Customer:**

The Customer must comply with the obligations on it, and may exercise its rights under, the Connection Code.

**30. INFORMATION**

**30.1 Information from Transpower:**

Transpower will, at the request of the Customer, provide such information to the Customer about the electrical characteristics of the **grid** and the Points of Connection, or any maintenance or operation of the **grid**, as the Customer reasonably requires for the purposes of connecting the Customer's Assets to the **grid** and keeping them connected.

**30.2 Information from Customer:**

The Customer will, at the request of Transpower, provide such information to Transpower about the electrical characteristics of the Customer's Assets and any **assets** physically connected to the Customer's Assets, or any maintenance or operation of the Customer's Assets or any **assets** physically connected to the Customer's Assets, as Transpower reasonably requires for the purposes of this Agreement.

## **31. ACCESS**

### **31.1 Access and Occupation Schedule:**

Where:

- (a) at the Commencement Date, Equipment, and any structures related to that Equipment, that are owned or leased by the Customer are on Transpower property; and
- (b) Transpower and the Customer do not have a written agreement in place in relation to access and occupation for such Equipment and structures; and
- (c) such Equipment and structures are not “Existing Works” as defined in the Electricity Act 1992,

then the Customer's rights of access to and over Transpower's property will be in accordance with the terms set out in Schedule 6 (Access and Occupation).

### **31.2 Termination of this Part:**

A termination of this Part B: Point Connection operates as a termination of the rights granted to the Customer under Schedule 6 (Access and Occupation).

### **31.3 Termination of a Point of Connection:**

A termination of this Agreement in relation to a Point of Connection operates as a termination of the rights granted under Schedule 6 (Access and Occupation) relating to that Point of Connection.

### **31.4 Removal of Facilities on Termination:**

If the rights granted under Schedule 6 (Access and Occupation) are terminated in whole or in part in accordance with clause 31.2 or 31.3, the Customer will have six months from the date of such termination to obtain access to the relevant Facilities Area (as that term is defined in Schedule 6 (Access and Occupation)) during normal business hours and on reasonable notice being given to Transpower for the purposes of removal of the relevant Facilities (as that term is defined in Schedule 6 (Access and Occupation)). Transpower is to provide all reasonable assistance to the Customer to enable the Customer to comply with its obligations under this clause 31.4.

## **32. METERING INSTALLATIONS**

### **32.1 Metering Installations:**

The Customer is to ensure that a **metering installation**, measuring the flow of **electricity** between the Customer's Assets and the **grid** and complying in all respects with the testing and any other requirements in the Code in relation to the accuracy, use and installation of the **metering installation**, is provided at or near each Point of Connection. This clause does not apply in respect of a Point

of Connection for so long as Transpower provides a **metering installation** at or near that Point of Connection and the costs of providing that **metering installation** are included in the Grid Charges. Where Transpower provides a **metering installation** at or near that Point of Connection Transpower shall not cease to provide such **metering installation** without giving at least 12 months' prior notice to the Customer. Metering Information derived from a **metering installation** provided:

- (a) by the Customer, is the property of the Customer;
- (b) by Transpower, is the property of Transpower; and
- (c) jointly by Transpower and the Customer, shall be owned jointly by Transpower and the Customer. The parties jointly grant to each party a licence to use (including reproduce and distribute) such jointly owned Metering Information for that party's own business purposes without any requirement to obtain the consent of the other party.

**32.2 Certain Transpower Assets to be Made Available:**

Transpower is to make available such of its **grid** located at or near a Point of Connection which are necessary to measure the flow of **electricity**, including secondary circuits of current and voltage transformers, for the purposes of the **metering installation** required under clause 32.1.

**33. TECHNICAL COMPLIANCE OBLIGATION**

**33.1 Technical Compliance Obligations:**

The obligations under clauses 28.2, 28.3, 29.1, 29.2, 30.1, 30.2, 32.1 and the Connection Code are Technical Compliance Obligations.

## **PART C: GRID CONNECTION**

### **34. SCOPE OF GRID CONNECTION**

This Part:

- (a) relates to the provision of the Connection Assets and sets out Transpower's obligations to provide the Connection Assets and make them available for the conveyance of **electricity** to or from each Point of Connection; and
- (b) relates to the provision of information by Transpower on connection and interconnection service performance.

### **35. DEFINITIONS**

For the purposes of this Part C:

#### **Capacity Service Levels**

means the capacity service levels in Part A of Schedule 5 (Service Measures) for any or all **connection location(s)** (as the context may require);

#### **Connection Assets**

means the connection assets specified in Schedule 4 (Connection Assets);

#### **Forecast Peak Loading**

means in relation to a Customer Point of Service the maximum loading which Transpower considers is likely to arise at that Customer Point of Service as a result of the Customer's operations (whether for injection or off take of **electricity**) having regard to the combined effect of the rate of energy transfer between that Customer Point of Service and the Customer's Assets and the associated power factor, which is calculated by dividing the number of megawatts by the power factor specified in Schedule 2 (Points of Service) for that Customer Point of Service;

#### **Interruption**

means an **interruption** other than an **interruption** by reason of Transpower exercising its rights under this Agreement to disconnect or de-energise a Point of Connection because the Customer is in breach of its obligations;

#### **Loss of Connection Minutes**

means the aggregated duration in minutes of Interruptions during a specified period;

#### **Normal Conditions**

means, in relation to a Customer Point of Service, the following conditions as they relate to operation of the **grid**:

- (a) there are no **outages** having a material effect on the capability of the **grid** servicing the Customer Point of Service;
- (b) where the operation of particular **generating units** may have a material effect on the Customer Point of Service, sufficient of those **generating units** are available to be dispatched;
- (c) all Connected Parties whose operations may have a material effect on the Customer Point of Service are materially compliant with the requirements of the Connection Code and Part 8 of the Code; and
- (d) voltages on the grid having a material effect on the Customer Point of Service are within the range of levels required by Part 8 of the Code.

**Planned Interruption**

means an Interruption caused by a **planned outage**;

**Target Voltage**

means, in relation to a Customer Point of Service, the nominal voltage at the bus or such other voltage as may be agreed between Transpower and the Customer;

**Unplanned Interruption**

means an Interruption caused by an **unplanned outage**;

**Unserved Energy**

means the estimated aggregate amount by which the demand for **electricity** exceeds the supply of **electricity** at each Customer Point of Service as a result of **planned outages** or **unplanned outages** of Connection Assets; and

**Voltage Range Objective**

means:

- (a) in relation to a Customer Point of Service at which all supply transformers have on-load tap changers installed,  $\pm 2.5\%$  of the Target Voltage for that Customer Point of Service;
- (b) in relation to a Customer Point of Service at which any supply transformer has off-load tap changers installed,  $\pm 5\%$  of the Target Voltage for that Customer Point of Service; and
- (c) in relation to any other Customer Point of Service, the voltage range specified in clause 8.22(1) of the Code for the nominal voltage existing at that Customer Point of Service.

## 36. SERVICE STANDARDS

### 36.1 Capacity Service Levels:

- (a) Except as permitted by clause 36.1(b), Transpower must:
  - (1) at all times make the Connection Assets available:
    - A. at the Capacity Service Levels;
    - B. in the configuration set out in Schedule 4 (Connection Assets);and
  - (2) not change the Connection Assets.
- (b) Transpower is not required to comply with clause 36.1(a) if:
  - (1) permitted under the **Outage Protocol**;
  - (2) a Connection Asset has been replaced or enhanced as a result of an investment undertaken in accordance with clause 12.40 of the Code; or
  - (3) a Connection Asset is permanently removed from service or the Connection Assets are permanently reconfigured in accordance with clause 40.3.
- (c) Notwithstanding clause 36.1(a)(1)(A) or any other provision of this Agreement, to the extent that an act, omission, event, or series of related events constitutes a breach of a Capacity Service Level and a breach of the **Outage Protocol**, Transpower's sole liability for that breach will be under the Code and Transpower will not be liable under this Agreement for that breach. To avoid doubt, clause 15.5 does not apply in such instance.

### 36.2 Availability and Reliability Service Levels for Information:

The service levels in Part A of Schedule 5 (Service Measures) which relate to availability and reliability at a Customer Point of Service are for the purpose of providing the Customer with information on those service levels only. Transpower will not be in breach of this Agreement for failing to meet those service levels.

### 36.3 Reporting and Response Service Levels

Transpower will comply with the reporting and response service levels in Part B of Schedule 5 (Service Measures).

## 37. REPORTING

### 37.1 Performance Reporting on Connection Asset Services:

Transpower will report to the Customer by 30 November each year on performance in respect of each **connection location** for the preceding period from 1 July to 30 June using the following indices of performance:

(a) **Capacity of Connection Assets:**

- (1) in respect of each Capacity Service Level, the number of- times the Capacity Service Level was not met, except where clause 36.1(b) applies; and
- (2) in respect of each **branch** listed in Schedule 5 (Service Measures), the design maximum fault level in Amps per second.

(b) **Availability of Connection Assets:**

(1) **Unavailability due to Planned Outages:**

percentage of hours per year that the aggregate Connection Assets relating to a Customer Point of Service (including Connection Assets between the Customer Point of Service and any Point of Connection relating to the Customer Point of Service) are unavailable due to a **planned outage** of any of those Connection Assets of one minute or longer, compared to the service level for annual unavailability of the Connection Assets due to **planned outages** of any of those Connection Assets of one minute or longer set out in Part A of Schedule 5 (Service Measures);

(2) **Unavailability due to Unplanned Outages:**

percentage of hours per year that the aggregate Connection Assets relating to a Customer Point of Service (including Connection Assets between the Customer Point of Service and any Point of Connection relating to the Customer Point of Service) are unavailable due to an **unplanned outage** of any of those Connection Assets of one minute or longer, compared to the service level for annual unavailability of the Connection Assets due to **unplanned outages** of any of those Connection Assets of one minute or longer set out in of Part A of Schedule 5 (Service Measures);

(3) **Unavailability due to momentary Outages**

number of times per year that the aggregate Connection Assets relating to a Customer Point of Service (including Connection Assets between the Customer Point of Service and any Point of Connection relating to the Customer Point of Service) are unavailable due to **outages** of any of those Connection Assets that are shorter than one minute.



(c) **Reliability:**

(1) **Number of Interruptions:**

- A. number of Planned Interruptions, at a Customer Point of Service of one minute or longer due to a **planned outage** of Connection Assets (including Connection Assets between a Customer Point of Service and any Point of Connection relating to the Customer Point of Service) of one minute or longer, compared to the service level for the annual number of Planned Interruptions at the Customer Point of Service due to **planned outages** of the Connection Assets set out in Part A of Schedule 5 (Service Measures);
- B. number of Planned Interruptions at a Customer Point of Service of one minute or longer due to a **planned outage** of **interconnection assets** of one minute or longer, compared to the service level for the annual number of Planned Interruptions at the Customer Point of Service due to **planned outages** of **interconnection assets** set out in Part A of Schedule 5 (Service Measures);
- C. number of Unplanned Interruptions at a Customer Point of Service of one minute or longer due to an **unplanned outage** of Connection Assets (including Connection Assets between the Customer Point of Service and any Point of Connection relating to Customer Point of Service) of one minute or longer, compared to the service level for the annual number of Unplanned Interruptions at the Customer Point of Service due to **unplanned outages** of Connection Assets set out in Part A of Schedule 5 (Service Measures);
- D. number of Unplanned Interruptions at a Customer Point of Service of one minute or longer due to an **unplanned outage** of **interconnection assets** of one minute or longer, compared to the service level for the annual number of Unplanned Interruptions at the Customer Point of Service due to **unplanned outages of interconnection assets** set out in Part A of Schedule 5 (Service Measures);
- E. number of Interruptions at a Customer Point of Service shorter than one minute per year, due to **outages** of Connection Assets at a Customer Point of Service (including Connection Assets between the Customer Point of Service and any Point of

Connection relating to Customer Point of Service) that are shorter than one minute; and

- F. number of Interruptions at a Customer Point of Service shorter than one minute per year, due to **outages of interconnection assets** that are shorter than one minute.

(2) **Duration of Interruptions:**

Loss of Connection Minutes due to:

- A. Planned Interruptions at a Customer Point of Service of one minute or longer caused by **planned outages** of Connection Assets (including Connection Assets between the Customer Point of Service and any Point of Connection relating to the Customer Point of Service) of one minute or longer;
- B. Planned Interruptions at a Customer Point of Service of one minute or longer caused by **planned outages of interconnection assets** of one minute or longer;
- C. Unplanned Interruptions at a Customer Point of Service of one minute or longer caused by **unplanned outages** of Connection Assets (including Connection Assets between the Customer Point of Service and any Point of Connection relating to the Customer Point of Service) of one minute or longer; and
- D. Unplanned Interruptions at a Customer Point of Service of one minute or longer caused by **unplanned outages of interconnection assets** of one minute or longer.

(3) **Unservd Energy:**

Amount of Unserved Energy due to:

- A. Planned Interruptions of one minute or longer caused by a **planned outage** of Connection Assets at a Customer Point of Service (including Connection Assets between the Customer Point of Service and any Point of Connection relating to the Customer Point of Service) of one minute or longer, compared to the service level for Unserved Energy caused by Planned Interruptions at the Customer Point of Service of one minute or longer caused by **planned outages** of one minute or longer of Connection Assets set out in Part A of Schedule 5 (Service Measures); and

- B. Unplanned Interruptions at the Customer Point of Service of one minute or longer caused by an **unplanned outage** of Connection Assets (including Connection Assets between the Customer Point of Service and any Point of Connection relating to Customer Point of Service) of one minute or longer, compared to the service level for Unserved Energy caused by Unplanned Interruptions at the Customer Point of Service of one minute or longer caused by **unplanned outages** of one minute or longer of Connection Assets set out in Part A of Schedule 5 (Service Measures).
- C. Planned Interruptions of one minute or longer caused by a **planned outage of interconnection assets** at a Customer Point of Service of one minute or longer, compared to the service level for Unserved Energy caused by Planned Interruptions at the Customer Point of Service of one minute or longer caused by **planned outages** of one minute or longer of **interconnection assets** set out in Part A of Schedule 5 (Service Measures); and
- D. Unplanned Interruptions at the Customer Point of Service of one minute or longer caused by an **unplanned outage of interconnection assets** of one minute or longer, compared to the service level for Unserved Energy caused by Unplanned Interruptions at the Customer Point of Service of one minute or longer caused by **unplanned outages** of one minute or longer of **interconnection assets** set out in Part A of Schedule 5 (Service Measures).

(d) **Customer Service Measures**

For each reporting and response service level set out in Part B of Schedule 5, the number of times the service level was not met.

As part of its report under this clause 37.1, Transpower will:

(e) **Identify Source of Failure:**

to the extent practicable, identify any circumstance which may have given rise to any failure to meet a service level; and

(f) **Advise Intended Remedial Steps:**

advise on any steps that it intends to take or other options to reduce the likelihood of failing to meet the service levels in the future.

### 37.2 Real time signal of demand by Region from SCADA

Transpower must provide to the Customer information on the **regional demand** (as defined in the **transmission pricing methodology**) for each region that the Customer has a **connection location**. This information is to be derived from **SCADA**, updated at least every five minutes, and updated not more than five minutes after the **regional demand** is measured.

### 37.3 Information on capacities of individual Connection Assets

- (a) Transpower must publish:
  - (1) for each transformer that is a Connection Asset, the overall 24 hour post contingency capacity rating of the Connection Asset in Amps and MVA, for both the summer and winter periods; and
  - (2) for all other Connection Assets, the overall capacity rating of the Connection Asset in Amps and MVA and, if the Connection Assets are circuits, for both the summer and winter periods.
- (b) The information required under paragraph (a) above:
  - (1) must be consistent with the **manufacturer's specification** of the Connection Asset or with the most recent Asset Capability Statement provided by Transpower under clause 2(f) of Technical Code A of Schedule 8.3 of the Code, if this differs from the **manufacturer's specification**;
  - (2) must be provided in a form that allows the **branch** to which each Connection Asset belongs to be easily identified; and
  - (3) must be published either in the Centralised Data Set maintained under clause 12.72 of the Code or in the form determined by the Authority in accordance with clause 12.89 of the Code for publication of the information required under clause 12.88 of the Code.

### 37.4 Performance Reporting on Interconnection Asset Services:

To the extent that the following information relates to the delivery of **electricity** to a Customer Point of Service or any Interruptions, and is required to be provided under the Code, Transpower will provide to the Customer, by 30 November each year:

- (a) the information set out in the annual report on **interconnection branch** capacity and **grid** configuration that Transpower is required to **publish** under Subpart 6 of Part 12 of the Code; and

- (b) the information set out in the annual report on the asset availability and reliability of **interconnection assets** under Subpart 6 of Part 12 of the Code that Transpower is required to **publish** under Subpart 6 of Part 12 of the Code.

### 37.5 De-energisation:

Transpower's obligations under this Part are subject to any obligations or rights it may have under this Agreement to de-energise a Point of Connection or to require a Point of Connection to be de-energised. In addition, Transpower may de-energise a Point of Connection if directed to do so by the Authority or the **Rulings Panel** under the Code or by the **clearing manager** or any other person authorised to do so by the Code and Transpower will use reasonable endeavours to notify the Customer in advance of such de-energisation if it has received sufficient notice of the direction.

### 37.6 Reporting on estimated reliability of feeder branches

- (a) If requested to do so by the Customer, Transpower must provide the Customer with an estimate of the expected annual number of Unplanned Interruptions of one minute or longer at a Point of Connection due to **unplanned outages** of Connection Assets of one minute or longer or such estimate being as accurate as is reasonably practicable.
- (b) The estimate under paragraph (a) must be provided within 40 Business Days of a request from the Customer unless:
  - A. it is not reasonably practicable for Transpower to do so, in which case Transpower must provide the information as soon as possible and must advise the Customer of the date by which the estimate will be provided; or
  - B. agreed otherwise between Transpower and the Customer.

## 38. COMPLIANCE WITH LAWS, RULES AND STANDARDS

The Customer will design, construct, maintain and operate the Customer's Assets, and Transpower will design, construct, maintain and operate the Connection Assets, in accordance with:

- (a) **Law**  
all relevant Laws;

(b) **Rules**

the requirements of the Code (including obligations on the Customer to provide information to facilitate system planning, as set out in clause 12.54 of the Code); and

(c) **Good Electricity Industry Practice and standards**

Good Electricity Industry Practice.

**39. POINTS OF SERVICE SCHEDULE**

**39.1 Points of Service Schedule:**

Schedule 2 (Points of Service) is to:

(a) **Identify Points of Service:**

identify the Customer Points of Service;

(b) **Forecast Loading:**

contain a forecast loading table incorporating all of the information required under clause 39.2 for each Customer Point of Service; and

(c) **Voltage:**

contain a voltage table incorporating all of the information required under clause 39.3 for each Customer Point of Service at which **electricity** is conveyed from the **grid** to the Customer's Assets.

The information contained in the forecast loading table and the voltage table is for the Customer's information purposes only and may be amended by Transpower at any time to reflect changes to the **assets** installed at the Customer Points of Service. Transpower will notify the Customer of any amendments to the tables promptly after it amends the table. In any event, Schedule 2 (Points of Service) is to be reviewed and updated annually in accordance with clause 39.4.

**39.2 Forecast Loading Table:**

The forecast loading table in Schedule 2 (Points of Service) is to specify Transpower's reasonable view on the following information:

(a) **Forecast Peak Loading:**

the rate of energy transfer in megawatts and the associated power factor used to calculate the Forecast Peak Loading for that Customer Point of Service for a specified period;

(b) **Regional Grid Constraints:**

whether there are any regional grid constraints that could lead to the maximum rate of energy transfer, measured in megawatts, at which the Connection Assets are capable of simultaneously conveying **electricity** to or from all the Customer Points of Connection at one Customer Point of Service, from time to time being less than the number of megawatts recorded in the forecast loading table for that Customer Point of Service;

(c) **Firm Supply Transformers:**

whether the combined rating of the connection or supply transformers normally remaining in use at the Customer Point of Service during an **outage** of the largest transformer at that Customer Point of Service exceeds the Forecast Peak Loading for that Customer Point of Service; and

(d) **Spare Transformer To Be Kept On-site:**

where the information in response to (c) is negative, indicate whether or not the Customer and Transpower have agreed that Transpower is to keep on site at the relevant **connection location** a spare transformer which can be put into service within a reasonable period of time following an **outage** of one of the transformers normally in use so that the rating of the revised transformer configuration at the Customer Point of Service following the replacement would exceed the Forecast Peak Loading.

39.3 **Voltage Table:**

The voltage table is to contain sufficient information to enable identification of the Voltage Range Objective for each Customer Point of Service at which **electricity** is conveyed from the **grid** to the Customer's Assets and may include the following:

(a) **Nominal Voltage:**

the nominal voltage at the bus;

(b) **Target Voltage:**

the Target Voltage;

(c) **On Load Tap Changers:**

a statement as to whether or not on-load tap changers are installed on all supply transformers at that Customer Point of Service; and

**(d) Tap Changer Range and Step:**

the tap range and tap step of any tap changers installed on any supply transformers at that Customer Point of Service.

The voltage table must also identify whether or not Transpower considers the Voltage Range Objective is achievable under Normal Conditions with existing equipment, and if not, provide a summary of the reasons for Transpower's opinion.

**39.4 Initial and Annual Update of Points of Service Schedule:**

To facilitate discussion of likely future usage at the Customer Points of Service, Transpower will:

- (a) within 20 Business Days of the Commencement Date, provide the Customer with a proposed Points of Service Schedule for the period up to 31 March in the following year. The proposed Points of Service Schedule will become Schedule 2 (Points of Service) unless within 50 Business Days after the Commencement Date any revised proposed Points of Service Schedule has been notified to the Customer in which case the revised proposed Points of Service Schedule will become Schedule 2 (Points of Service) as from that date;
- (b) prior to 31 December in each year, review and update the information in Schedule 2 (Points of Service) and provide the Customer with a proposed Points of Service Schedule for the 12 month period commencing on 1 April in the following year. The proposed Points of Service Schedule will become Schedule 2 (Points of Service) as from 1 April in the following year unless prior to then any revised proposed Points of Service Schedule has been notified to the Customer in which case the revised proposed Points of Service Schedule will become Schedule 2 (Points of Service) as from 1 April in the following year.

**39.5 Customer to Advise Future Loading:**

The Customer is to keep Transpower informed of what it reasonably expects will be the maximum loading likely to arise at each Customer Point of Service as a result of the Customer's operations on a one to five year basis. The Customer is to provide such information to Transpower within 10 Business Days of receipt of a proposed Points of Service Schedule and otherwise as Transpower may reasonably request.



### 39.6 Meeting to Discuss Future Usage:

Either party may call a meeting with the other party to discuss any of:

(a) **Proposed Points of Service Schedule:**

a proposed Points of Service Schedule;

(b) **Customer's Expectations:**

the Customer's expectations of future maximum loading at each Customer Point of Service as a result of the Customer's operations over the next five years; and

(c) **Future Service Capability:**

the options for making Connection Assets available in future years at each Customer Point of Service to meet the Customer's reasonable expectations of future maximum loading at each Customer Point of Service as a result of the Customer's operations.

## 40. CHANGING AND REMOVING CONNECTION ASSETS

### 40.1 Inconsistency with Grid Reliability Standards:

Where:

- (a) a **grid reliability report published** by Transpower in accordance with clause 12.76 of the Code sets out that the power system is not reasonably expected to meet the **N-1 criterion** at all times over the next five years; and

- (b) a Connection Asset is the cause of this,

then, unless Transpower and the Customer have already complied with clauses 12.35 to 12.37 of the Code in respect of that departure from the **grid reliability standards**, Transpower must promptly notify the Customer, and:

- (c) in the case of a Connection Asset at a **connection location** to which the Customer is the only **designated transmission customer** connected, or is the only **designated transmission customer** with a **transmission agreement** with Transpower requiring Transpower to make the Connection Asset available, follow the process set out in clause 40.2; and

- (d) in the case of a Connection Asset to which more than one **designated transmission customer** is connected, and the **transmission agreement** or **transmission agreements** between Transpower and the other **designated transmission customer(s)** require Transpower to make the Connection Assets available, follow the process set out in clause 12.40 of the Code. **transmission customer(s)** require Transpower to make the

Connection Assets available, follow the process set out in clause 12.40 of the Code.

#### 40.2 Replacement and enhancement of Connection Assets

- (a) Where Transpower has identified a Connection Asset to which clause 40.1(c) applies:
  - (1) the Customer may propose the use of a different value of Unserved Energy, for the purposes of applying the **grid reliability standards** under this clause from the **value of expected unserved energy** in clause 4 of Schedule 12.2 of the Code, to Transpower within 15 Business Days of receiving notice under clause 40.1;
  - (2) if Transpower considers that the value of Unserved Energy proposed under subparagraph (1) is not reasonable, either it or the Customer may ask the Authority to provisionally approve that value under clause 12.39 of the Code. If the Authority does not provisionally approve the different value of Unserved Energy, the **value of expected unserved energy** in clause 4 of Schedule 12.2 of the Code applies; and
  - (3) if Transpower considers that the proposed value of Unserved Energy is reasonable, or the Authority provisionally approves the different value under clause 12.39 of the Code, that different value must be used in applying the **grid reliability standards** under paragraphs (b) to (d) below;
- (b) Transpower must as soon as practicable after identifying a Connection Asset to which clause 40.1(c) applies, investigate whether the Connection Asset meets the **grid reliability standards** (modified to take into account any different value of Unserved Energy that applies under paragraph (a)).
- (c) If Transpower finds that the Connection Asset does not meet the **grid reliability standards** (modified to take into account any different value of Unserved Energy that applies under paragraph (a)), it must develop proposals for investment in the **grid** to ensure that the Connection Asset meets the **grid reliability standards** (modified to take into account any different value of Unserved Energy that applies under paragraph (a)), and propose them to the Customer as soon as reasonably possible after the publication of the **grid reliability report**.
- (d) Transpower and the Customer must then attempt in good faith to reach an agreement, within six months of the date on which Transpower makes its proposals to the Customer under paragraph (c) or such longer period as agreed between the parties, for an investment or other solution (whether undertaken by Transpower or, subject to necessary land access being

negotiated with Transpower, by the Customer or a third party in accordance with Good Electricity Industry Practice) that will have the effect of:

- (1) maintaining the level of reliability for the relevant **connection location** at the level of reliability in the **grid reliability standards** (modified to take into account any different value of Unserved Energy that applies under paragraph (a)); or
  - (2) increasing or decreasing the level of reliability for the relevant **connection location** above or below the **grid reliability standards** (modified to take into account any different value of Unserved Energy that applies under paragraph (a)), subject to Transpower and the Customer complying with clauses 12.35 to 12.37 of the Code.
- (e) If a different value of Unserved Energy from the **value of expected unserved energy** in clause 4 of Schedule 12.2 of the Code has been used under paragraphs (b) to (d) above, before giving effect to any agreement reached under paragraph (d) and regardless of whether or not the Authority has provisionally approved the different value of Unserved Energy, either Transpower or the Customer must comply with clause 12.39 of the Code.
- (f) If Transpower and the Customer have not been able to reach an agreement under paragraph (d) above within six months of the publication of the **grid reliability report**, or such longer period as agreed:
- (1) unless sub-paragraph (2) applies, the Customer or a third party shall be entitled to carry out an investment in respect of the Connection Assets, subject to necessary land access being negotiated with Transpower, Good Electricity Industry Practice and, if applicable, compliance with clauses 12.35 to 12.37 of the Code; or
  - (2) Transpower may ask the Commerce Commission to request that Transpower submit an investment proposal in respect of the Connection Assets and, if the investment proposal is approved, carry out the investment set out in the investment proposal. For the avoidance of doubt, if the investment proposal is not approved, the Customer or a third party may carry out an investment under sub-paragraph (1) above.

#### 40.3 Reconfiguration and Permanent Removal of Connection Assets

- (a) Transpower may only permanently remove a Connection Asset from service or permanently change the configuration of the Connection Assets from that set out in Schedule 4 (Connection Assets):
- (1) in the case of a Connection Asset or Connection Assets to which the Customer is the only **designated transmission customer** connected,

or is the only **designated transmission customer** with a **transmission agreement** with Transpower requiring Transpower to make the Connection Asset or Connection Assets available, if the Customer agrees to such removal or reconfiguration, subject to Transpower and the Customer complying with clauses 12.35 to 12.37 of the Code; or

- (2) in the case of a Connection Asset or Connection Assets to which more than one **designated transmission customer** is connected, and the **transmission agreement** or **transmission agreements** between Transpower and the other **designated transmission customer(s)** require Transpower to make the Connection Asset or Connection Assets available, in accordance with clauses 12.41 or 12.42 of the Code.

- (b) The Customer may not unreasonably decline to agree to the removal of a Connection Asset or the reconfiguration of the Connection Assets under clause 40.3(a)(2), taking into account the net benefits to other **designated transmission customers** and to end-users of **electricity** that might arise from the removal or reconfiguration.

#### 40.4 **Changes to Connection Assets:**

If a Connection Asset is reconfigured, replaced, enhanced, or withdrawn from service on a permanent basis in accordance with clause 12.40 of the Code, then the process in clause 12.12 of the Code applies.

### 41. **GRID CHARGES**

#### 41.1 **Customer's obligation to pay:**

The Customer must pay Grid Charges for each month calculated in accordance with the **transmission pricing methodology** and this Agreement.

#### 41.2 **Setting Grid Charges:**

Within 20 Business Days of the Commencement Date, Transpower will:

- (a) **Grid Charges:**

calculate the rates of Grid Charges in accordance with the **transmission pricing methodology** payable by the Customer per month for each **connection location**; and

- (b) **Grid Charges Schedule:**

enter such rates in a copy of Schedule 3 (Grid Charges) and forward it to the Customer.

(c) **Charges Effective From Commencement Date:**

For the avoidance of doubt, the Grid Charges are effective from the Commencement Date.

41.3 **Changes to Transmission Pricing Methodology:**

If there is any change to the **transmission pricing methodology** which affects the Grid Charges and it is not possible for Transpower to give notice of the recalculated Grid Charges under clause 41.5 before the change comes into effect, Transpower will as soon as practicable and in any event before the change comes into effect:

(a) **Recalculate Grid Charges:**

recalculate the Grid Charges in accordance with the revised **transmission pricing methodology** payable by the Customer per month; and

(b) **Amend Grid Charges Schedule:**

forward to the Customer a revised Schedule 3 (Grid Charges).

41.4 **Suspension of Grid Charges:**

- (a) If, for any reason, there is a continuous Interruption affecting all Points of Connection within the same **connection location** and lasting 24 hours or longer, the Grid Charges for any month during which the Interruption occurs will be calculated in accordance with the following formula:

$$a\left(1 - \frac{b}{c}\right)$$

where

a = the Grid Charges which would have been payable in respect of that **connection location** for that month if this clause did not apply;

b = the number of complete hours in the month during which the Interruption continued; and

c = the total number of hours in the month.

- (b) To avoid doubt, this clause 41.4 applies regardless of the cause of the Interruption, including if it was caused by Force Majeure.

41.5 **Variation to Grid Charges:**

- (a) Without limiting clause 41.3, Transpower may vary the Grid Charges payable per month as permitted under the **transmission pricing methodology** (provided such varied Grid Charges comply with the

**transmission pricing methodology**). Transpower will give the Customer not less than three months' notice of any variation that is to be effective at the start of each **pricing year** as permitted under the **transmission pricing methodology**. For all other variations to the Grid Charges permitted under the **transmission pricing methodology**, Transpower will give the Customer not less than 20 Business Days' notice of the variation. If Transpower varies the Grid Charges, Transpower is to forward to the Customer a revised Schedule 3 (Grid Charges). Transpower's rights under this clause are in addition to any recalculation of Grid Charges under clause 19.2(b).

- (b) In addition to clause 41.5(a), if Transpower proposes to vary the Grid Charges, effective from the start of a **pricing year**, it will consult with the Customer, to the extent possible, before giving notice under clause 41.5(a). For the avoidance of doubt, Transpower is not prevented from giving notice under clause 41.5(a) by reason of failing to consult the Customer under this clause 41.5(b).

#### 41.6 **Alteration of Charges Resulting from Removal of Connection Assets:**

If Transpower permanently removes any Connection Asset under clause 40.3, then:

- (a) **Transpower will recalculate:**

Transpower will recalculate the Customer's **connection charges** to take account of such removal;

- (b) **Schedule of Changes:**

Transpower will forward to the Customer a revised Schedule 3 (Grid Charges) not less than 20 Business Days prior to the removal (or as much advance notice as reasonably practicable in the circumstances); and

- (c) **Charges will Change:**

Transpower will notify the Customer of completion of the removal within 5 Business Days of such completion. In the absence of any agreement to the contrary the revised Schedule 3 (Grid Charges) will take effect on the first day following such completion. Transpower's rights under this clause 41.6 are in addition to its rights to vary the Grid Charges under clauses 41.3 and 41.5.

**42. TECHNICAL COMPLIANCE OBLIGATIONS**

**42.1 Technical Compliance Obligations:**

The obligations of Transpower and the Customer under clause 38 are Technical Compliance Obligations.

## **PART D: SETTLEMENT RESIDUE PAYMENTS**

### **43. *Administration fee***

- (1) Transpower may charge the Customer an administration fee to cover the actual and reasonable costs of developing, implementing, and administering the methodology for allocating **settlement residue** and processing **settlement residue** payments.
- (2) The amount charged will not exceed a proportionate contribution to the costs referred to in subclause (1) measured against the amount of **settlement residue** paid to the Customer.
- (3) The amount may be deducted from any amount of **settlement residue** payable by Transpower to the Customer, or invoiced to the Customer as a Charge.

### **44. RECOVERY OF NEGATIVE SETTLEMENT RESIDUE**

Where Transpower receives an invoice from the **clearing manager** for **settlement residue** (that is, there is negative **settlement residue** for a month) (Repayment Amount), Transpower may charge the Customer a contribution to the Repayment Amount calculated by applying Transpower's **settlement residue** allocation methodology to the Repayment Amount as if it were positive **settlement residue**.



SCHEDULE 1  
POINTS OF CONNECTION

Connection location	Points of Service	Points of Connection
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**SCHEDULE 2  
POINTS OF SERVICE**

**(As described in clause 39)**

**Forecast Loading Table**

Customer Point of Service	Forecast Peak Loading		Injection/ Offtake	Subject to regional grid constraints? (Yes/No)	Supply Transformer		Comments
	MW	Pf			Firm with no break? (Yes/No)	Firm after change of on-site spare? (Yes/No)	

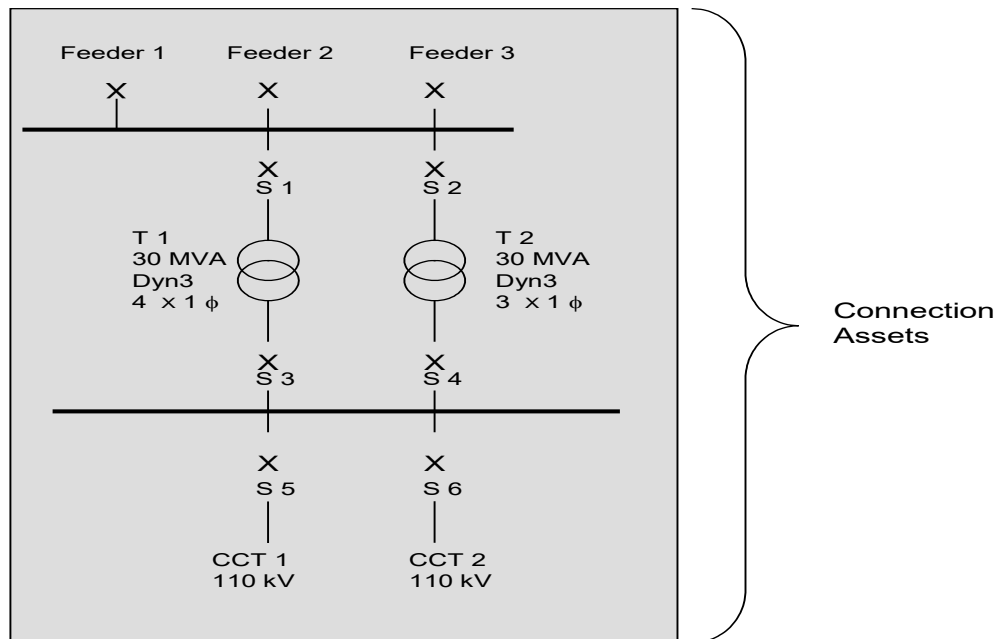
**Voltage Table**

Customer Point of Service	Nominal Bus Voltage	Target Voltage	Tap Changer Type	Tap Range %	Tap Step %	Can voltage range objectives be met? (Yes/No)	Comments

SCHEDULE 3  
**GRID CHARGES**

## SCHEDULE 4 CONNECTION ASSETS

Example diagram of the configuration of connection assets at a **connection location**:



## SCHEDULE 5 SERVICE MEASURES

### Part A: Connection location-specific service measures

#### 1. Connection location: *[name]*

##### 1.1 Service: Capacity of Connection Branches

##### 1.1.1 Circuit Branch: *[Identify Circuit Branch]*

Service measure	Service level
Overall continuous capacity rating of the <b>circuit branch</b>	[ ] Amps and [ ] MVA <i>[for summer period]</i> and [ ] Amps and [ ] MVA <i>[for winter period]</i>
Level of impedance of the <b>circuit branch resistive and reactive – shunt</b> <i>[Provide for each circuit branch with impedance of 0.0001 PU or more using 100MVA as the base]</i>	[ ] PU (using 100MVA as the base)
Level of impedance of the <b>circuit branch resistive and reactive – series</b> <i>[Provide for each circuit branch with impedance of 0.0001 PU or more using 100MVA as the base]</i>	[ ] PU (using 100MVA as the base)
Nominal high voltage rating of the Circuit	[ ] kV
High voltage range that the <b>circuit branch</b> can operate over	Maximum: [ ] kV Minimum: [ ] kV

*[Repeat table for each circuit branch at the connection location]*

##### 1.1.2 Transformer Branch: *[Identify Transformer Branch]*

Service measure	Service level
Overall 24 hour post contingency capacity rating of the <b>transformer branch</b>	2 Winding [ ] Amps and [ ] MVA <i>[for summer period]</i> and [ ] Amps and [ ] MVA <i>[for winter period]</i>

Service measure	Service level
	<p>3 Winding</p> <p><b>HV</b> [ ] Amps and [ ] MVA [<i>for summer period</i>] and [ ] Amps and [ ] MVA [<i>for winter period</i>]</p> <p><b>MV</b> [ ] Amps and [ ] MVA [<i>for summer period</i>] and [ ] Amps and [ ] MVA [<i>for winter period</i>]</p> <p><b>LV</b> [ ] Amps and [ ] MVA [<i>for summer period</i>] and [ ] Amps and [ ] MVA [<i>for winter period</i>]</p>
Continuous capacity rating	<p>2 Winding [ ] Amps and [ ] MVA</p> <p>3 Winding</p> <p><b>HV</b> [ ] Amps and [ ] MVA</p> <p><b>MV</b> [ ] Amps and [ ] MVA</p> <p><b>LV</b> [ ] Amps and [ ] MVA</p>
Level of impedance of the <b>transformer branch resistive and reactive – shunt</b> [ <i>Provide for each transformer branch</i> ]	<p>2 Winding [ ] PU (using 100MVA as the base)</p> <p>3 Winding <b>HV</b>[ ] PU, <b>MV</b> [ ]PU, <b>LV</b> [ ] PU (using 100MVA as the base)</p>
Level of impedance of the <b>transformer branch resistive and reactive – series</b> [ <i>Provide for each transformer branch</i> ]	<p>2 Winding [ ] PU (using 100MVA as the base)</p> <p>3 Winding <b>HV</b>[ ] PU, <b>MV</b> [ ]PU, <b>LV</b> [ ] PU (using 100MVA as the base)</p>
Nominal high voltage rating of the <b>transformer branch</b>	[ ] kV
High voltage range that the <b>transformer branch</b> can operate over	Maximum: [ ] kV Minimum: [ ] kV

Service measure	Service level
Tapping steps and ranges	<p>Tap voltage range: Maximum: [ ] kV Minimum: [ ] kV</p> <p>Number of tapping steps: [ ]</p> <p>Size of each tapping step as a percentage of nominal operating voltage range: [ ]%</p> <p>On-load/Off-load: [<i>On-load/Off-load</i>]</p> <p>On-load tapping capability [<i>Automatic/Manual</i>]</p> <p>[If on-load tapping capability is automatic, is it auto selected? [<i>Yes/No</i>]]</p> <p>[or]</p> <p>[If on-load tapping capability is manual, what tap step is normally set? [<i>Actual or expected position at winter peak demand</i>]]</p> <p>[Repeat for each tap changer on the Transformer branch]</p>

[Repeat table for each **transformer branch** at the **connection location**]

## 1.2 Service: Availability at Customer Point of Service: [*name*]

Service measure	Service level
Annual unavailability of aggregate Connection Assets relating to the Customer Point of Service due to <b>planned outages</b> of any of those Connection Assets of one minute or longer	Unavailable for no more than [ ]% of 1 July to 30 June year (pro rata for a part year), calculated by hours unavailable ÷ hours per year
Annual unavailability of aggregate Connection Assets relating to the Customer Point of Service due to <b>unplanned outages</b> of any of those	Unavailable for no more than [ ]% of per 1 July to 30 June year (pro rata for a part year), calculated by hours unavailable ÷ per year

Connection Assets of one minute or longer	
---	--

*[Repeat table for each Customer Point of Service at the **connection location**]*

**1.3 Service: Reliability at Customer Point of Service: [name]**

Service measure	Service level
Annual number of Planned Interruptions at the Customer Point of Service of one minute or longer due to <b>planned outages</b> of Connection Assets (including Connection Assets between the Customer Point of Service and any Point of Connection relating to the Customer Point of Service) of one minute or longer	[number] per 1 July to 30 June year (pro rata for a part year)
Annual number of Planned Interruptions at the Customer Point of Service of one minute or longer due to <b>planned outages</b> of <b>interconnection assets</b> of one minute or longer	[number] per 1 July to 30 June year (pro rata for a part year)
Annual number of Unplanned Interruptions at the Customer Point of Service of one minute or longer due to <b>unplanned outages</b> of Connection Assets (including Connection Assets between the Customer Point of Service and any Point of Connection relating to the Customer Point of Service) of one minute or longer	[number] per 1 July to 30 June year (pro rata for a part year)
Annual number of Unplanned Interruptions at the Customer Point of Service of one minute or longer due to <b>unplanned outages</b>	[number] per 1 July to 30 June year (pro rata for a part year)



Service measure	Service level
of <b>interconnection assets</b> of one minute or longer	
Unserviced Energy resulting from Planned Interruptions at the Customer Point of Service of one minute or longer caused by <b>planned outages</b> of one minute or longer of Connection Assets (including Connection Assets between the Customer Point of Service and any Customer Point of Connection relating to the Customer Point of Service).	[ ] <b>MWh</b>
Unserviced Energy resulting from Planned Interruptions at the Customer Point of Service of one minute or longer caused by <b>planned outages</b> of one minute or longer of <b>interconnection assets</b>	[ ] <b>MWh</b>
Unserviced Energy resulting from Unplanned Interruptions at the Customer Point of Service of one minute or longer caused by <b>unplanned outages</b> of one minute or longer of Connection Assets (including Connection Assets between the Customer Point of Service and any Point of Connection relating to the Customer Point of Service).	[ ] <b>MWh</b>
Unserviced Energy resulting from Unplanned Interruptions at the Customer Point of Service of one minute or longer caused by <b>unplanned outages</b> of one	[ ] <b>MWh</b>

Service measure	Service level
minute or longer of interconnection assets	

*[Repeat table for each Customer Point of Service at a **connection location**]*

**2. Connection Location: [name]**

*[Repeat above measures for each **connection location**]*

**Part B: Reporting and response service measures**

Service measure	Service level
Length of time taken by Transpower to report a breach of service levels	21 days, or such other time period as agreed between the parties.
Length of time taken by Transpower to investigate and respond to Complaints about service provided under this Agreement	21 days, or such other time period as agreed between the parties.
Length of time taken by Transpower to provide a report following an unplanned interruption to, or degradation of, its transmission service	42 days, or such other time period as agreed between the parties.

**SCHEDULE 6**  
**ACCESS AND OCCUPATION SCHEDULE**

**1. SCOPE OF ACCESS AND OCCUPATION SCHEDULE**

**1.1 Acknowledgement:**

Transpower and the Customer acknowledge:

**(a) Land:**

Transpower is the owner of the Land;

**(b) Facilities:**

the Customer is the owner or lessee of the Facilities;

**(c) Licence:**

Transpower has agreed to grant to the Customer a licence to occupy certain parts of the Land in order to maintain and operate the Facilities for the conveyance of **electricity**; and

**(d) Compliance:**

the licence specified in this Schedule is granted subject to the Customer complying with the Customer's obligations under this Schedule.

**2. GLOSSARY AND INTERPRETATION**

**2.1 Definitions:**

In this Schedule, unless the context otherwise requires:

**Authority**

means any local or territorial authority, or any other body having jurisdiction over the Land and the Facilities or their use;

**Equipment**

includes equipment, tools, cables, machinery, lines, wires and all materials and items required for the purposes of exercising any of the rights given in this Schedule;

**Facilities**

means, in relation to each piece of Land, the Equipment and any structures related to that Equipment owned or leased by the Customer and located in any Facilities Area and described in appendix 1, including any further Equipment or

structures constructed by the Customer in accordance with clause 7, and any **metering installation** required under clause 32 of Part B of this Agreement;

**Facilities Area**

means, in relation to each piece of Land, the area occupied by the Facilities and more particularly as marked in the relevant plan attached to and forming part of appendix 1;

**Land**

means each piece of land described in appendix 1;

**Maintain**

includes maintain, repair, replace, renew, alter, inspect, remove, lay and **Maintenance** is to be interpreted accordingly;

**Operate**

means the conveyance of **electricity** by means of the Facilities, and includes the conveyance of any other signal or matter which is permitted or authorised in accordance with this Schedule and **Operation** is to be interpreted accordingly; and

**Operating Standards**

means the operating standards set out in the Connection Code.

**2.2 Appendices:**

References to appendices are references to appendices of this Schedule.

**2.3 Separate Licence:**

This Schedule is to be read as a separate licence for the Facilities located on each piece of Land.

**3. LICENCE**

**3.1 Rights of Licensee:**

(a) Transpower grants the Customer:

- (1) a licence for the Facilities to occupy the Facilities Area;
- (2) the right to Operate and Maintain the Facilities for the purpose of the conveyance of **electricity**; and
- (3) the right of ingress and egress over the Land for the purposes of (2) above,

upon the terms and conditions of this Schedule.

- (b) Transpower will ensure that the Customer has unimpeded access to the Facilities at all reasonable times.

**3.2 Licence Charges:**

The Customer must pay all of the Licence Charges for each month specified in appendix 1 in accordance with this Agreement.

**4. USE OF FACILITIES AREA**

**4.1 Purpose of Occupation:**

The Customer will use the Facilities Area for the purpose of Maintaining and Operating the Facilities as set out in this Schedule and not for any other purpose.

**4.2 No Warranty as to Suitability:**

Transpower does not in any way warrant or represent that the Facilities Area or the Land will be suitable or adequate for the purpose of the Customer and, to the full extent permitted by law, all warranties and representations as to suitability and adequacy imposed by law are expressly negated.

**4.3 Not fixtures:**

The Facilities will not become, or be deemed to be, fixtures or part of the Land. The Facilities will remain at all times in the legal and beneficial ownership of the Customer (or the lessor of those Facilities to the Customer as the case may be).

**4.4 Disclosure of ownership:**

Transpower, when dealing with third parties, will disclose to such third parties the nature of the Customer's ownership interest in the Facilities where not to do so would or might give rise to the impression that a person other than the Customer was the owner of the Facilities.

**5. COMPLIANCE WITH SAFETY AND SECURITY PROCEDURES**

**5.1 Compliance with Operating Standards:**

The Customer, when exercising any of the rights contained in this Schedule, must at all times comply with the Operating Standards relating to safety, security, access and operating practice.

## **5.2 Suspension of Rights:**

Notwithstanding anything to the contrary in this Agreement, Transpower reserves the right to suspend the exercise of the Customer's rights under this Schedule if the Customer's activities on the Land, including Maintenance and Operation, are not carried out in accordance with the Operating Standards. Transpower agrees that in exercising its powers under this clause 5.2, it will only do so on reasonable grounds relating to the safety, integrity and continuity of the operation of Transpower's substation or any other part of the **grid** and any suspension will be for the minimum period reasonably necessary to ensure the Customer's compliance with the Operating Standards.

## **5.3 Security:**

Transpower will use reasonable endeavours to maintain the security of any perimeter fences erected on the Land but otherwise Transpower will not be responsible for the security of the Facilities, property and other structures or improvements erected by the Customer in the Facilities Area.

## **5.4 Emergencies:**

The Customer may, from time to time, if it considers (acting reasonably) that there is an emergency situation involving public safety and security, temporarily exclude entry to the Facilities Area.

# **6. OPERATION AND MAINTENANCE OF FACILITIES**

## **6.1 Right to Maintain and Operate Facilities:**

Transpower will allow the Customer and its Associates to enter onto the Land with or without Equipment or vehicles for any purposes associated with the Maintenance and Operation of the Facilities.

## **6.2 Operation:**

The Customer must Operate the Facilities in accordance with Good Electricity Industry Practice.

## **6.3 Maintenance:**

The Customer must:

### **(a) Maintain:**

Maintain the Facilities in good order and repair in accordance with Good Electricity Industry Practice;

**(b) Repair:**

within a reasonable time, comply with any notice given by Transpower to repair the Facilities and carry out all other repairs, in each case, to the satisfaction of Transpower (acting reasonably); and

**(c) Repair of Damage:**

if, during the Maintenance or the Operation of the Facilities, any damage is caused to the Facilities Area by the Customer and its Associates, the Customer will reinstate the area and make good any damage.

**7. IMPROVEMENTS AND NEW FACILITIES**

**7.1 New Structures and Equipment:**

- (a)** Subject to the Customer's right to Maintain the Facilities, the Customer must not construct any new structures or Equipment (including upgrading or improving existing Equipment) in the Facilities Area without Transpower's prior written approval (not to be unreasonably withheld or delayed).
- (b)** The Customer must not construct any new structures or Equipment on the Land outside the Facilities Area without Transpower's prior written approval in its sole discretion.

**7.2 Plans and Specifications:**

In seeking Transpower's approval for the construction of any new structures and any new Equipment in the Facilities Area or on the Land, the Customer will submit plans and specifications of the proposed works to Transpower for approval and Transpower will respond with its approval within 20 Business Days or such other time as is reasonable in the circumstances. Transpower may require as conditions of its approval that:

**(a) Executed by Contractors:**

any such works must be executed by contractors or tradesmen approved by Transpower (acting reasonably); and

**(b) Consents etc:**

the Customer obtains from every Authority all necessary consents, approvals and permits and upon request produces copies of all such consents, approvals and permits to Transpower; and

**(c) Reimbursement:**

the Customer reimburses Transpower for any reasonable costs or expenses that may be incurred by Transpower in giving its approval for the construction of any new Equipment pursuant to this clause 7.2; and

**(d) Completion:**

upon completion of the works, the Customer produces any certificates of compliance issued by any Authority.

**7.3 Updating Description of Facilities:**

If the Customer constructs any new structures or any new Equipment pursuant to this clause 7:

**(a) Customer to provide plans:**

the Customer will, within 30 Business Days from the date of completion of such works, provide Transpower with an as-built plan of the completed works (in a form which is reasonably acceptable to Transpower (acting reasonably)); and

**(b) Transpower to update Schedule:**

Transpower will, within 10 Business Days from the date of receipt of such plan, update the descriptions of the Facilities and Facilities Area contained in appendix 1 and forward an amended appendix 1 to the Customer. The amended appendix 1 will form part of this Schedule from that date.

**7.4 Building Act Compliance:**

The Customer, when undertaking any building work (as that term is defined in the Building Act 2004), must comply with all statutory requirements including the obtaining of building consents and code compliance certificates under that Act (if required).

**7.5 Repair of Damage:**

Any damage to the Facilities Area caused during the construction of any new structures or any new Equipment will be made good by the Customer as soon as reasonably practicable.

**8. NATURE OF OCCUPATION**

**8.1 No Legal or Equitable Interest:**

The Customer acknowledges that this Schedule does not confer upon the Customer any legal or equitable interest in the Land.



**8.2 No Caveat Registered:**

The Customer must not lodge a caveat or any other such document against the title to the Land.

**9. RISK AND INDEMNITY**

**9.1 The Customer to Occupy Land at its Risk:**

The Customer acknowledges and agrees:

**(a) Transpower's Operations:**

that Transpower operates an electrical substation on the Land, with electrical plant and equipment located on it and that certain dangers exist; and

**(b) Release:**

to occupy and use the Land and Facilities Area at the Customer's risk and releases, to the fullest extent permitted by law, Transpower and its Associates from all claims and demands of any kind and from all liability which may arise in connection with the operation of the electrical substation relating to any accident, damage or injury occurring to any person or property on or about the Land or the Facilities Area that is caused directly or indirectly by the Customer or its Associates, except if the claims, demands or liability arise as a result of Transpower's negligence or failure to comply with the terms of this Schedule.

**9.2 Indemnity:**

The Customer indemnifies Transpower, to the fullest extent permitted by law, against all obligations (including strict liability), actions, proceedings, costs, claims, penalties, damages, charges, demands or loss suffered or incurred by Transpower:

**(a) Omissions:**

as a result of any act or omission by the Customer or its Associates; and

**(b) Breach of Statute:**

in relation to any action or proceeding taken against Transpower as a result of a breach of:

- (1) the Health and Safety at Work Act 2015;
- (2) the Electricity Act 1992;

- (3) the Building Act 2004;
- (4) the Resource Management Act 1991; or
- (5) any other Law,

directly or indirectly affecting, or relating to, the use of the Land, the Facilities Area or the Facilities by the Customer or its Associates (other than as a result of any negligence by Transpower or default by Transpower under this Agreement), or any activity carried on by the Customer or its Associates on or in relation to the Land, the Facilities Area or the Facilities.

Transpower must use all reasonable endeavours to mitigate any obligations, actions, proceedings, costs, claims, penalties, damages, charges, demands or loss suffered or incurred by it as a result of any of those matters set out in paragraphs (a) and (b) above and this indemnity shall be limited accordingly.

To avoid doubt, the Customer's liability under this clause 9.2 is subject to the limitations on liability set out in clause 20.7 of Part A of this Agreement.

### **9.3 Other Rights:**

Transpower's rights under clause 9.2 are in addition to any other rights Transpower may have under this Agreement.

## **10. INSURANCE**

### **10.1 Public Risk:**

The Customer must keep current at all times during the term of this Agreement (without in any way limiting the liability of the Customer under clauses 9.1 and 9.2), a policy of public risk insurance applicable to the Land and the Facilities for such amount as Transpower may from time to time reasonably require (being the amount which may be paid out arising out of any one single accident or event).

## **11. SIGNAGE**

### **11.1 Approved Signage Only:**

The Customer must not, without the prior consent of Transpower (such consent not to be unreasonably withheld), paint or exhibit any sign or notice on or about the Land or Facilities Area.

### **11.2 Safety Signs:**

The Customer may, and if requested by Transpower, the Customer will affix signs or notices to warn the public of any danger in or about the Land or Facilities Area (such signs to be approved by Transpower (acting reasonably)).

ACCESS AND OCCUPATION SCHEDULE APPENDIX 1				
Connection location	Land	Facilities	Location	Monthly Licence Charge (excl GST)

## **SCHEDULE 7**

### **CREDIT SUPPORT**

#### **1. Credit Rating:**

Where and for so long as the Customer has:

- (a) a long term credit rating of at least BB (Standard & Poors), Ba2 (Moody's Investor Service Inc) or BB (Fitch IBCA), or an equivalent rating from any other reputable rating agency which is acceptable to Transpower acting reasonably, and which rating is not on negative credit watch where either:
  - (1) the rating is at the minimum referred to above; or
  - (2) the rating agency has indicated it is considering assigning a rating below the minimum referred to above; or
- (b) an acceptable credit rating as determined by Transpower acting reasonably, or by an expert, in accordance with appendix 1 of this Schedule (Credit Policy),

(an "Acceptable Credit Rating"), the Customer will not be required to provide credit support under clause 2.

#### **2. Credit Support:**

If at any time the Customer does not have an Acceptable Credit Rating then within 20 Business Days of a request by Transpower (which request will include confirmation of the amount of Transpower's Counterparty Exposure), the Customer must provide, or (subject to clause 3) procure a third party to provide, to Transpower credit support in a form permitted by clause 4 for an amount not less than Transpower's Counterparty Exposure.

#### **3. Credit Support Provider:**

Transpower is only obliged to accept credit support from a third party where the third party provider has an Acceptable Credit Rating.

#### **4. Types of Credit Support:**

Where credit support must be provided under this Schedule, the types of credit support which may be provided are:

- (a) a bank guarantee that is in form and substance acceptable to Transpower acting reasonably, where a bank guarantee in the form of appendix 2 of this Schedule (Guarantee) will be acceptable to Transpower;

- (b) a letter of credit that is in form and substance acceptable to Transpower acting reasonably, where a letter of credit in the form of appendix 3 of this Schedule (Letter of Credit) will be acceptable to Transpower;
- (c) a third party guarantee that is in form and substance acceptable to Transpower acting reasonably, where a third party guarantee in the form of appendix 4 of this Schedule (Deed of Guarantee and Indemnity) will be acceptable to Transpower;
- (d) a surety bond that is in form and substance acceptable to Transpower, where a bond in the form of appendix 5 of this Schedule will be acceptable to Transpower;
- (e) a charge or security interest (as that term is defined in section 17 of the Personal Property Securities Act 1999) over assets acceptable to Transpower acting reasonably;
- (f) a cash bond;
- (g) any similar form of credit support acceptable to Transpower acting reasonably; or
- (h) any combination of the above.

The Customer will determine which of the above type or types of credit support is to be provided.

**5. Changes to Level of Credit Support:**

If, at any time, Transpower becomes aware that credit support provided by the Customer:

- (a) has become insufficient to cover; or
- (b) exceeds,

Transpower's Counterparty Exposure Transpower will promptly notify the Customer of the occurrence in clause 5(a) or (b) and:

- (c) in the case of clause 5(a), Transpower may require the Customer to provide additional credit support under clause 2; and
- (d) in the case of clause 5(b), the Customer may require Transpower to release the excess credit support, in which event the parties will take all steps necessary to effect such reduction in the level of credit support within 20 Business Days of the Customer giving notice to Transpower requiring it to provide such a release.

**6. Cash Bond:**

If credit support is to be provided in the form of a cash bond, the following provisions will apply:

**(a) New Zealand Dollars:**

the cash bond is to be paid in New Zealand dollars;

**(b) Cash Bond on Trust:**

Transpower will hold the cash bond on trust for the Customer in accordance with the following rules:

- (1) Transpower will establish a trust account with a registered bank in New Zealand ("the Bank") for the purpose of holding cash bonds received from customers ("Trust Account");
- (2) the Customer's cash bond will be credited to a sub-account separate from other amounts deposited into the Trust Account and identified as relating to the Customer; and
- (3) Transpower must obtain an acknowledgement from the Bank that the funds in the Trust Account are held on trust and that the Bank has no right of set-off or combination in relation to such funds;

**(c) Costs:**

Transpower may, at any time, require the Customer to pay to Transpower all reasonable costs and expenses of whatever nature incurred by Transpower in connection with opening and operating the Trust Account and holding any cash bond as credit support. The Customer will pay such costs and expenses within five Business Days of such a request; and

**(d) Interest:**

the Trust Account will bear interest at the best rate reasonably obtainable from time to time from the Bank. The amount of that interest will be paid by Transpower to the Customer, net of any withholdings required by law, in arrears on a quarterly basis.

**7. Release of Credit Support:**

Transpower is to release any credit support provided by the Customer under clause 2 (including repaying to the Customer the balance of any cash bond and any interest under clause 6(d)) within 10 Business Days from the date of:

- (a) the Customer having obtained an Acceptable Credit Rating and providing notice to Transpower that it has obtained an Acceptable Credit Rating;
- (b) the Customer providing alternative credit support that meets the requirements of this Schedule in substitution for credit support provided by the Customer under clause 2; or
- (c) this Agreement terminating and all amounts due under this Agreement on the part of the Customer being paid.

**8. Application of Credit Support:**

Transpower may (but does not have an obligation to do so) on five Business Days' notice to the Customer, call on any credit support provided by the Customer under clause 2 held by Transpower in respect of the Customer's performance of its obligations under this Agreement, and apply such credit support against any amounts due under this Agreement by or on behalf of the Customer and not paid within five Business Days from the Due Date.

**9. Credit Information:**

Where the Customer or any provider of credit support for the Customer seeks or has an Acceptable Credit Rating under clause 1(b), the Customer, within five Business Days from the date of receipt of any request by Transpower, is to provide all financial information about itself or such provider of credit support for the Customer (as applicable) as may be reasonably required by Transpower to enable it to assess the creditworthiness of the Customer or of that provider of credit support for the Customer. Information which may be required by Transpower includes:

- (a) management accounts (consolidated and unconsolidated);
- (b) audited financial statements (consolidated and unconsolidated);
- (c) forecast financial information;
- (d) copies of documents issued to shareholders;
- (e) particulars of any litigation, arbitration, tax claim or administrative or other proceeding in relation to the Customer or any provider of credit support for the Customer which exceeds 10 percent of the total tangible assets of the Customer or provider of credit support for the Customer (as applicable); and



- (f) particulars of any material adverse event affecting the ability of the Customer or any provider of credit support for the Customer to pay the Charges when due.

**10. Other Information:**

Without limiting clause 9, where the Customer or credit support provider has an Acceptable Credit Rating under clause 1(b), the Customer is to inform Transpower as soon as practicable on the happening of any of the following in relation to the Customer or any provider of credit support for the Customer:

**(a) Sale of Assets:**

the sale of more than 10 percent of its total tangible assets;

**(b) Increase in Assets Charged:**

any increase by 10 percent or more of the proportion of its total tangible assets charged under any security granted in favour of any other person; or

**(c) Material Adverse Event:**

any material adverse event affecting the ability of the Customer or provider(s) of credit support for the Customer to pay the Charges when due.

**11. External Credit Rating:**

Where the Customer or credit support provider has an Acceptable Credit Rating under clause 1(a), the Customer is to inform Transpower as soon as practicable on the happening of any change in its external credit rating or on being put on negative credit watch.

**12. Confidentiality of Credit Information:**

Clause 22 of Part A2 of this Agreement applies to any information provided by the Customer under clauses 9, 10 and 11 and, in addition, Transpower is not to disclose such information except to such of its employees, directors, officers and professional advisers who need to know for the purposes of assessing, or receiving advice on, any matter in relation to appendix 1 of this Schedule (Credit Policy) (including all Transpower internal decision making requirements). For the avoidance of doubt, clause 22.4 of Part A2 of this Agreement applies to disclosures by Transpower of such information in accordance with this clause 12.

## APPENDIX 1 CREDIT POLICY

### 1. Credit Rating Calculation

Transpower will determine a credit rating for the Customer as set out below.

Based on externally sourced, industry related data, Transpower will assign a rating (either AA, A, BBB, BB or B) to the score obtained on each financial ratio referred to in the table below. This is then given a numeric value as follows:

AA or better = 5

A = 4

BBB = 3

BB = 2

B = 1

Each value is then multiplied by the weighting ascribed by Transpower, acting reasonably, to each financial ratio. The sum of the weighted values is calculated and a rating assigned on the basis of BB or better = Category A and worse than BB = Category B. If Transpower assigns a category A rating (being a 2 or better) the Customer will not be required to provide credit support. If Transpower assigns a category B rating (being less than 2) the Customer will be required to provide credit support.

The financial ratios used in this calculation are set out in the following table and are based on Standard & Poor's *Corporate Rating Criteria*.

Key Ratios	Descriptions
1. Pre-Tax Interest Coverage	<p><u>Pre-tax income from continuing operations + interest expense</u> Gross interest</p> <p>Pre-tax income from continuing operations = earnings before interest &amp; tax + net interest</p> <p>Interest expense = interest incurred minus capitalised interest, plus amortisation of capitalised interest</p> <p>Gross interest = gross interest incurred before subtracting (1) capitalised interest, (2) interest income</p>

2. Total Debt to Total Capital	<u>Total debt</u> Total capital  Total debt = long term debt plus current maturities, commercial paper, and other short term borrowings  Total capital = debt + equity
3. Funds from Operations Gross Interest Cover	<u>Funds from operations</u> Gross interest  Funds from operations = net income from continuing operations plus depreciation, amortisation, deferred income tax and other non-cash expenses  Gross interest = gross interest incurred before subtracting (1) capitalised interest, (2) interest income
4. Funds from Operations to Total Debt	<u>Funds from operations</u> Total debt  Funds from operations = net income from continuing operations plus depreciation, amortisation, deferred income tax and other non-cash expenses  Total debt = long term debt plus current maturities, commercial paper, and other short term borrowings
5. Net Cash Flow to Capital Expenditure	<u>Net cash flow</u> Capital expenditure  Net cash flow = funds from operations less preferred and common dividends  Capital expenditure = net capital expenditure

Transpower will score the Customer's financial ratios by reference to the Standard & Poors Key Utility Financial Ratios (being medians for US utilities) as set out in the latest Standard & Poors *Corporate Ratings Criteria* as amended or substituted from time to time, with the threshold between each Transpower rating being the mid-point of adjacent median ratings in the Standard & Poors Key Utility Financial Ratios. Transpower will assign a numeric value of 1 to any ratio which falls below the BB threshold rating.

**2. Credit Rating Adjustment**

The credit rating assigned to the Customer as indicated by the financial ratio calculation may be adjusted up or down on account of additional information which, in the reasonable view of Transpower, is important. This may include factors such as: market share, competitive position, regulatory risk, customer base, risk management systems, debt profile, operating efficiency, cost structure, management experience and quality, payment history, fixed asset quality and capacity, debtor quality, financial flexibility, developments in the industry which impact on credit risk.

**3. Expert**

If the Customer disputes:

- (a) a credit rating assigned to it by Transpower under clause 1(b) of Schedule 7; or
- (b) how the weightings of financial ratios are ascribed by Transpower in accordance with paragraph 1 of this appendix,

the Customer may by notice to Transpower refer the matter to an expert for determination in accordance with clause 21.6 of Part A2 of this Agreement. The procedure under clause 21.3 of Part A2 of this Agreement will commence from the date Transpower receives the notice referred to above.

**APPENDIX 2**  
**GUARANTEE**

To: **TRANSPOWER NEW ZEALAND LIMITED (“Transpower”)**

Attention: [name]

Dear Sir/Madam

1. [Bank] (“the Bank”) refers to each and every obligation of [Customer’s full name] (“the Principal”) pursuant to the transmission agreement between Transpower and the Principal dated [ ] (“the Agreement”) to pay amounts the Principal, now or at any time, owes to, and is invoiced by, Transpower together with default interest, if any, in relation to such amounts (“the Obligations”) pursuant to the Agreement.
2. The Bank hereby unconditionally guarantees the payment to Transpower on demand of an amount specified in each such demand provided that:
  - (a) the aggregate liability of the Bank under this guarantee will not exceed [ ] (the “Maximum Amount”); and
  - (b) Transpower’s demand is made in writing and is purported to be signed by an authorised signatory; and
  - (c) a certificate purported to be signed by Transpower’s authorised signatory and certifying that the Principal has failed, in whole or in part, to fulfil the Obligations accompanies Transpower’s demand, which certificate will be conclusive proof of such failure.
3. This guarantee will not be affected, discharged or diminished by any act or omission which would, but for this provision, have exonerated a guarantor but would not have affected or discharged the Bank’s liability had it been a principal debtor.
4. Subject to paragraph 5 below, this guarantee will continue in force until the date at which the Agreement has terminated and all amounts due under the Agreement on the part of the Principal are paid at which time Transpower will return this guarantee to the Bank.
- [5. Notwithstanding anything else in this guarantee, the Bank may at any time pay Transpower the Maximum Amount less any amount or amounts the Bank may previously have paid under this guarantee or such lesser sum as Transpower may

require. Upon payment of that sum, the liability of the Bank under this guarantee will cease and determine].

[Note: Bank to elect either this clause or the following clause as a method of cancellation].

[5. Notwithstanding anything else in this guarantee, the Bank may cancel this guarantee as to subsequent liability by giving ninety (90) days' notice in writing to Transpower; however, the Bank will remain liable with respect to the Obligations which relate to the period prior to the effective date of the ninety (90) days' notice.]

6. This guarantee may be assigned by Transpower without the Bank's consent.

7. This guarantee will be governed by and interpreted in all respects in accordance with New Zealand law and the parties hereto irrevocably submit to the non-exclusive jurisdiction of the courts of New Zealand.

8. The Bank appoints [insert name and address] to receive, for it and on its behalf, service of process of any proceedings in New Zealand at that address (and such appointment shall only be revocable if contemporaneously with such revocation the Bank appoints a substitute process agent in New Zealand acceptable to Transpower). Such service shall be completed on delivery to that process agent (whether or not it is forwarded to and received by the Bank). If for any reason such process agent ceases to be able to act as such, or no longer has an address in New Zealand, the Bank shall appoint a substitute process agent acceptable to Transpower, and deliver a copy of the new process agent's acceptance of that appointment, within thirty (30) days. The Bank irrevocably consents to any process in any proceedings being served by delivering a copy to the Bank at its address for service of notices set out in this clause.

[Note: to be inserted and completed if the Bank does not have an address in New Zealand where legal proceedings may be served.]

9. This guarantee shall take effect and shall be executed as a Deed.

EXECUTED for and on behalf )

of [BANK] )

by its Attorneys ) .....

[Print Names] ) Signature(s)

.....

in the presence of:

.....

Signature

.....

Full Name

.....

Address

.....

Occupation

.....

Signature(s)

**APPENDIX 3**  
**LETTER OF CREDIT**

To: **TRANSPower NEW ZEALAND LIMITED**

Attention: [name]

Dear Sir/Madam

We, [Bank] (“the Bank”) hereby issue our irrevocable transferable standby letter of credit (“the Letter of Credit”) as follows:

IRREVOCABLE TRANSFERABLE STANDBY LETTER OF CREDIT NO. [number]  
DATED [date]

The Account Party: [transmission counterparty] (“the Account Party”)

Beneficiary: Transpower New Zealand Limited (“the Beneficiary”)

Issued in Connection With: Each and every obligation (“the Obligations”) of the Account Party to pay the amounts it, now or at any time, owes to, and is invoiced by, the Beneficiary together with default interest, if any, in relation to such amounts pursuant to the transmission agreement between the Beneficiary and the Account Party dated [ ] (“the Agreement”).

Maximum Amount: [ ] less the amount of any sums drawn under this Letter of Credit.

Expiry: This Letter of Credit expires on the earliest of:

- (a) the date at which the Agreement has terminated and all amounts due under the Agreement on the part of the Account Party are paid;
- (b) the date of satisfaction of this Letter of Credit in accordance with its terms;



[(c) the date on which the Bank makes payment to the Beneficiary of the Maximum Amount either at its sole discretion or following demand by the Beneficiary under this Letter of Credit in accordance with its terms],

[Note: Bank to elect either this clause or the following clause as a method of cancellation.]

[(c) ninety (90) days after notice in writing of cancellation of this Letter of Credit as to subsequent liability has been given to Transpower; however, the Bank will remain liable with respect to the Obligations which relate to the period prior to the effective date of the ninety (90) days' notice.]

("the Expiry Date").

Payable at: Sight.

Available at: [address]

By Drafts on: The Bank.

Enfaced: Drawn under [Bank] Irrevocable Standby Letter of Credit No. [number] dated [date].

Returnable to: The Bank upon expiry.

The proceeds of this Letter of Credit are transferable by the Beneficiary. A claim may be made under this Letter of Credit by delivering to the address at which this Letter of Credit is expressed to be available, by no later than [time] New Zealand time on or before the Expiry Date, draft drawn on the Bank (enfaced as specified above) accompanied by:

- (a) This Letter of Credit; and
- (b) A Certificate purported to be signed by an authorised signatory of the Beneficiary in the following form:

To [Bank] [date]

Transpower New Zealand Limited of [address] ("the Beneficiary") hereby makes claim under the [Bank] Irrevocable Standby Letter of Credit No [number] ("the

Letter of Credit”). Words and expressions defined in the Letter of Credit will have the same meaning herein.

[Payer] (“the Account Party”) has failed, in whole or in part, to fulfil the Obligations.

As at the date of this Certificate, the amount owed to the Beneficiary by the Account Party in respect of the Obligations is the sum of [amount outstanding].

Accordingly, the Beneficiary is entitled to claim and hereby requests payment by [date] of the amount of [amount claimed] to be credited to account number [Beneficiary’s trust account number].

The signatory or signatories hereto is/are authorised by the Beneficiary to make the statements herein on behalf of the Beneficiary.

Signed.....

Authorised Signatory

This Letter of Credit is subject to the Uniform Customs and Practice for Documentary Credits (1993 Revision) International Chamber of Commerce Publication No. 500, except as otherwise provided in this Letter of Credit. Subject to that, this Letter of Credit will be governed by, and construed in accordance with, the laws of New Zealand, and the parties hereto irrevocably submit to the non-exclusive jurisdiction of the courts of New Zealand.

The Bank engages with the Beneficiary that drafts drawn under, and in compliance with, this Letter of Credit and, in aggregate, up to the Maximum Amount will be paid on presentation in the manner provided in this Letter of Credit.

The Bank appoints [insert name and address] to receive, for it and on its behalf, service of process of any proceedings in New Zealand at that address (and such appointment shall only be revocable if contemporaneously with such revocation the Bank appoints a substitute process agent in New Zealand acceptable to the Beneficiary). Such service shall be completed on delivery to that process agent (whether or not it is forwarded to and received by the Bank). If for any reason such process agent ceases to be able to act as such, or no longer has an address in New Zealand, the Bank shall appoint a substitute process agent acceptable to the Beneficiary, and deliver a copy of the new

process agent's acceptance of that appointment, within thirty (30) days. The Bank irrevocably consents to any process in any proceedings being served by delivering a copy to the Bank at its address for service of notices set out in clause.

[Note: to be inserted and completed if the Bank does not have an address in New Zealand where legal proceedings may be served.]

This Letter of Credit shall take effect and be executed as a Deed.

EXECUTED for and on behalf     )  
of [BANK]     )  
by its Attorneys     ) .....  
[Print Names]     )     Signature(s)

.....

in the presence of:

.....

Signature

.....

Full Name

.....

Address

.....

Occupation

**APPENDIX 4**  
**DEED OF GUARANTEE AND INDEMNITY**

DATED

BY

(1) [ ] (the “Guarantor”)

IN FAVOUR OF

(2) **TRANSPower NEW ZEALAND LIMITED** (the “Beneficiary”)

**1. GUARANTEE AND INDEMNITY**

**1.1 The Guarantor:**

- (a) unconditionally and irrevocably guarantees to the Beneficiary the due performance and observance by [transmission counterparty] (“the Debtor”) of each and every obligation the Debtor may now or hereafter have to the Beneficiary to pay amounts it owes to, and is invoiced by, the Beneficiary (whether as principal or agent) together with default interest, if any, in relation to such amounts (“the Obligations”) pursuant to the transmission agreement between Transpower and the Debtor dated [ ] (“the Agreement”) and promises to pay to the Beneficiary on demand all amounts now or hereafter owing, due or payable by the Debtor to the Beneficiary in respect of the Obligations; and
- (b) agrees as a primary obligation to indemnify the Beneficiary from time to time on demand from and against any loss incurred by the Beneficiary as a result of any of the Obligations being void, voidable or unenforceable for any reason whatsoever, whether or not known to the Beneficiary, the amount of such loss being the amount which the Beneficiary would otherwise have been entitled to recover from the Debtor.

1.2 This Deed is to be security in respect of each and every one of the Obligations but, nevertheless, the total amount payable by the Guarantor under this Deed will not exceed the aggregate of the [ ] (the “Maximum Amount”) and any sums payable pursuant to clauses 1.3 and 9.1 of this Deed.

1.3 If any moneys payable by the Guarantor under this Deed are not paid on demand, the Guarantor will pay to the Beneficiary interest on such unpaid moneys (both before and after judgement) at the rate determined in accordance with clause 1.4 of this Deed from the date of demand to the date of their actual receipt by the

Beneficiary calculated on a daily basis and capitalised as the Beneficiary will determine.

- 1.4 The rate at which interest will be calculated will be the aggregate of 5% per annum plus the then prevailing settlement bid rate for 90 day bills displayed on Reuters Screen BKBM at 10:45am on the date of demand or, if for any reason that rate is not displayed, the rate determined by the Beneficiary to be the nearest practicable equivalent.

## **2. PRESERVATION OF RIGHTS**

- 2.1 The obligations of the Guarantor under this Deed are in addition to, and not in substitution for, any other security or guarantee which the Beneficiary may at any time hold in respect of the Obligations or any of them and may be enforced without the Beneficiary first having recourse to any such security and without the Beneficiary first taking steps or proceedings against the Debtor.
- 2.2 Neither the obligations of the Guarantor under this Deed nor the rights, powers and remedies conferred in respect of the Guarantor upon the Beneficiary by this Deed or by law will be discharged, impaired or otherwise affected by anything which might operate to discharge, impair or otherwise affect the same, including:
- (a) the insolvency, liquidation or dissolution of the Debtor or any other person, the appointment of any receiver, manager, receiver and manager, inspector, trustee, statutory manager or other similar person in respect of the Debtor or any other person or any change in the Debtor's status, function, control or ownership;
  - (b) the Obligations or any of them, or the obligations of any person under any security or guarantee held in relation to the Obligations or any of them, being or becoming in whole or in part void, voidable, defective, illegal, invalid or unenforceable in any respect or ranking after any other security;
  - (c) any time, credit or other indulgence or other concession being granted or agreed to be granted by the Beneficiary to, or any composition or other arrangement made with or accepted from, the Debtor in respect of the Obligations or any of them or the obligations of any person under any security or guarantee held in relation to the same;
  - (d) any variation of the terms of any of the Obligations or of any security or guarantee (including this guarantee) held in relation to the same;
  - (e) any failure to realise or fully realise the value of, or any release, discharge, exchange or substitution of, any security or guarantee held in relation to the Obligations or any of them;

- (f) any failure (whether intentional or not) to take, fully take or perfect any security now or hereafter agreed to be taken by the Beneficiary in relation to the Obligations or any of them; and
  - (g) any other act, event or omission which, but for this clause 2.2, would or might operate or discharge, impair or otherwise affect any of the obligations of the Guarantor under this Deed or any of the rights, powers or remedies conferred upon the Beneficiary by the Agreement or by law.
- 2.3 If any payment to the Beneficiary under this Deed is avoided by law, the Guarantor's obligation to have made such payment will be deemed not to have been affected or discharged and the Guarantor will on demand indemnify the Beneficiary against all costs sustained or incurred by the Beneficiary as a result of it being required for any reason to refund all or part of any amount received or recovered by it in respect of such payment and will in any event pay to the Beneficiary on demand the amount so refunded by it. The Beneficiary and the Guarantor will, in any such case, be deemed to be restored to the position in which each would have been and will be entitled to exercise the rights they respectively would have had if that payment had not been made.
- 2.4 The Beneficiary is not obliged before exercising any of the rights, powers or remedies conferred upon it in respect of the Guarantor by law to make any demand on the Debtor, take any action or obtain judgment in any court against the Debtor, make or file any claim or prove in any liquidation of the Debtor or enforce or seek to enforce any security or guarantee taken in respect of the Obligations.
- 2.5 After a demand has been made by the Beneficiary under this Deed, and so long as the Guarantor is under any actual or contingent liability under this Deed, the Guarantor will not:
  - (a) exercise in respect of any amount paid by the Guarantor under this Deed any right of subrogation or any other right or remedy which the Guarantor may have in respect of such amount paid;
  - (b) except with the Beneficiary's consent in writing, claim or receive payment of any other moneys for the time being due to the Guarantor by the Debtor or exercise any other right or remedy which the Guarantor may have in respect of the same; or
  - (c) unless so required by the Beneficiary, prove in the liquidation of the Debtor in competition with the Beneficiary for any moneys owing to the Guarantor by the Debtor on any account whatsoever.

Any moneys obtained by the Guarantor from the Debtor with such consent or as so required or in breach of this clause will, in each case, be held by the Guarantor upon trust to pay such moneys to the Beneficiary in or towards discharge of the Guarantor's obligations under this Deed.

- 2.6 Any moneys received by the Beneficiary which may be applied in or towards discharge of any of the obligations of the Guarantor under this Deed will be regarded as a payment in gross so that, in the event of the liquidation of the Guarantor, the Beneficiary may prove in the liquidation for the whole of such moneys.

### **3. REPRESENTATIONS AND WARRANTIES**

3.1 The Guarantor represents that:

- (a) it is duly incorporated and validly existing under the laws of [New Zealand], capable of suing and being sued and has the power to enter into and perform this Deed and has taken all necessary corporate action to authorise it to enter into, execute, deliver and perform its obligations under this Deed;
- (b) its entry into, execution, delivery and performance of this Deed will not contravene any law or regulation to which the Guarantor is subject or any provision of its constitutional documents and all things (including the obtaining of consents) requisite for such entry, execution, delivery and performance have been taken, fulfilled and done and are in full force and effect;
- (c) no obligation of the Guarantor under this Deed is secured by, and the execution, delivery and performance of this Deed will not result in the existence of, or oblige it to create, any mortgage, charge, pledge, lien or other encumbrance over any of its present or future revenues or assets; and
- (d) the execution, delivery of and performance of the Guarantor's obligations under this Deed will not cause the Guarantor to be in breach of or in default under any agreement binding on the Guarantor or any of its assets and no material litigation or administrative proceeding before, by or of any court or governmental authority is pending or (so far as the Guarantor knows) threatened against the Guarantor or any of its assets which, if decided against the Guarantor, would have a material adverse effect on the ability of the Guarantor to meet any or all of the obligations hereunder.

#### **4. PAYMENTS**

- 4.1 All payments to be made by the Guarantor to the Beneficiary under this Deed will be made without set-off or counterclaim and without any deduction or withholding whatsoever. If the Guarantor is obliged by law to make any deduction or withholding from any such payment, the amount due from the Guarantor in respect of such payment will be increased to the extent necessary to ensure that, after the making of such deduction or withholding, the Beneficiary receives a net amount equal to the amount the Bank would have received had no such deduction or withholding been required to be made.

#### **5. CONTINUING SECURITY**

- 5.1 This Deed will be a continuing security to the Beneficiary in respect of each and every one of the Obligations and will not be (or be construed so as to be) discharged by any intermediate discharge or payment of or on account of the Obligations or any settlement of accounts between the Beneficiary and the Debtor or anyone else.

#### **6. TERMINATION**

- [6.1 Notwithstanding anything else in this Deed, the Guarantor may at any time pay to the Beneficiary the Maximum Amount less any amount or amounts the Guarantor may previously have paid under this Deed or such lesser sum as the Beneficiary may require. Upon payment of that sum, the liability of the Guarantor under this Deed will cease and determine.]

[Note: Guarantor to elect either this clause or the following clause as a method of cancellation.]

- [6.1 Notwithstanding anything else in this Deed the Guarantor may cancel this Deed as to subsequent liability by giving ninety (90) days' notice in writing to the Beneficiary; however, the Guarantor will remain liable with respect to the Obligations which relate to the period prior to the effective date of the ninety (90) days' notice.]

#### **7. ASSIGNMENT**

- 7.1 This Deed may be assigned by the Beneficiary without the Guarantor's consent.

#### **8. NOTICES**

- 8.1 Any demand to be made on the Guarantor by the Beneficiary under this Deed may be made in writing and delivered to the address set out below or to any



other address in New Zealand from time to time notified pursuant to clause 8.2.  
The Guarantor's address, as at the date of this Deed is: [address]

- 8.2 The Guarantor will immediately notify the Beneficiary of any change in the above address.

## **9. COSTS AND EXPENSES**

- 9.1 The Guarantor will on demand indemnify and hold harmless the Beneficiary from and against all costs and expenses (including legal fees and any taxes or duties) incurred by the Beneficiary in the enforcement and protection of its rights under this Deed.

## **10. GOVERNING LAW**

- 10.1 This Deed is governed by, and construed in accordance with New Zealand law, and the Guarantor hereby irrevocably submits to the non-exclusive jurisdiction of the New Zealand Courts.

## **11. PROCESS AGENT**

- 11.1 The Guarantor appoints [insert name and address] to receive, for it and on its behalf, service of process of any proceedings in New Zealand at that address (and such appointment shall only be revocable if contemporaneously with such revocation the Guarantor appoints a substitute process agent in New Zealand acceptable to the Beneficiary). Such service shall be completed on delivery to that process agent (whether or not it is forwarded to and received by the Guarantor). If for any reason such process agent ceases to be able to act as such, or no longer has an address in New Zealand, the Guarantor shall appoint a substitute process agent acceptable to the Beneficiary, and deliver a copy of the new process agent's acceptance of that appointment, within thirty (30) days. The Guarantor irrevocably consents to any process in any proceedings being served by delivering a copy to the Guarantor at its address for service of notices set out in this clause.

[Note: to be inserted and completed if the Guarantor does not have an address in New Zealand where legal proceedings may be served.]

This Deed shall take effect and be executed as a Deed.

EXECUTED for and on behalf       )  
of [Guarantor]                        )  
in the presence of:                    )

.....

Director

Director/Authorised Signatory

.....

Signature

.....

Full Name

.....

Address

.....

Occupation

Note I: If two directors sign, no witness is necessary. If a director and authorised signatory sign, both signatories are to be witnessed. If the director and authorised signatory are not signing together, a separate witness will be necessary for each signature.

Note II: If the Guarantor is incorporated outside of New Zealand, insert an appropriate execution clause for the country of incorporation.

## APPENDIX 5

### SURETY BOND

To: **TRANSPower NEW ZEALAND LIMITED (“Transpower”)**

Bond Number:

We, [name of transmission counterparty] as Principal, and [name and address of Surety], as Surety, are held and firmly bound to Transpower, a corporation organised and existing under the laws of New Zealand, its successors and assigns, in the amount of [amount in words] New Zealand dollars (NZ\$[ ]), lawful money of New Zealand for the payment of which the Principal and Surety, their heirs, executors, administrators, successors and assigns are hereby jointly and severally bound.

The Principal has obligations (the “Obligations”) pursuant to the transmission agreement between Transpower and the Principal dated [ ] (“the Agreement”) to pay Transpower amounts invoiced to it by Transpower;

The Surety agrees to deliver payment to Transpower of amounts invoiced to the Principal (together with any default interest payable in respect of those invoiced amounts) forthwith upon receipt of written demand for payment issued by a purported authorised representative of Transpower. Such written demands to be delivered to the Surety at its above address and to certify that the Principal has failed, in whole or in part, to fulfil the Obligations.

The Surety will not be liable hereunder for a larger amount, in the aggregate, than the amount of this Bond; and

[The Surety may at any time pay to Transpower the amount of this Bond less any amount or amounts the Surety may previously have paid under this Bond or such lesser sum as Transpower may require. Upon payment of that sum, the liability of the Surety under this Bond will cease and determine; and]

[Note: Surety to elect either this proviso or the following proviso as a method of cancellation.]

[This Bond may be cancelled by the Surety as to subsequent liability by giving ninety (90) days' notice in writing to Transpower; however, the Surety will remain liable with respect to the

Principal's Obligations which relate to the period prior to the effective date of the ninety (90) days' notice; and]

This Bond will not be affected, discharged or diminished by any act or omission which would, but for this provision, have exonerated a surety but would not have affected or discharged the Surety's liability had it been a principal debtor; and

This Bond will be governed by and interpreted according to, the laws of New Zealand, and the Principal and the Surety thereby agree to submit to the non-exclusive jurisdiction of the Courts of New Zealand.

This Bond may be transferred or assigned by Transpower without the Surety's consent. Upon cancellation, the Bond will be returned to the Surety.

[The Surety appoints [insert name and address] to receive, for it and on its behalf, service of process of any proceedings in New Zealand at that address (and such appointment shall only be recoverable if contemporaneously with such revocation the Surety appoints a substitute process agent in New Zealand acceptable to Transpower. Such service shall be completed on delivery to that process agent (whether or not it is forwarded to and received by the Surety). If for any reason such process agent ceases to be able to act as such or no longer has an address in New Zealand the Surety shall appoint a substitute process agent acceptable to Transpower, and deliver a copy of the new process agent's acceptance of that appointment, within thirty (30) days. The Surety irrevocably consents to any process in any proceedings being served by delivering a copy to the Guarantor at its address for service of notices set out in clause.]

[Note: to be inserted and completed if the Surety does not have an address in New Zealand where legal proceedings may be served.]

This Surety Bond shall take effect and be executed as a Deed

EXECUTION CLAUSE

## SCHEDULE 8 CONNECTION CODE

### 1. INTERPRETATION

#### 1.1 Preliminary:

Nothing in this Connection Code limits or derogates from any provision of the Agreement.

#### 1.2 Definitions:

In this Connection Code, unless the context otherwise requires:

##### **Earth Fault Factor**

means at a given location of a three-phase electrical power system, and for a given system configuration, the ratio of:

- (a) the highest r.m.s. phase-to-earth power frequency voltage on a healthy phase during a fault to earth affecting one or more phases at any point on the system; to
- (b) the r.m.s value of phase-to-earth power frequency voltage which would be obtained at the given location in the absence of any such fault.

##### **Equipment**

means any of:

- (a) **assets** or a **network** physically connected to the **grid**;
- (b) **assets** or a **network** forming part of the **grid**;
- (c) **assets** or a **network** not physically connected to the **grid** but which, in the reasonable opinion of **Transpower**, can affect the management, security, operation or performance characteristics of the **grid**; or
- (d) other equipment not physically connected to the **grid** but which, in the reasonable opinion of **Transpower**, can affect the security or operation of the **grid**, or power quality.

##### **Power Factor**

means MW divided by MVA at a Customer Point of Service where the MW and MVA are measured.

### **Safety Manual - Electricity Industry (SM-EI)**

means the Safety Manual – Electricity (SM-EI), published by the Electricity Engineers' Association (as may be amended from time to time).

### **Secondary Plant**

all Equipment that is not **primary transmission equipment**.

## **1.3 Interpretation:**

References to **Transpower** are references to **Transpower** in its capacity as **grid owner** as a party to the Agreement. References to the Customer are references to the Customer in its capacity as a party to the Agreement. References to clauses are to clauses of this Connection Code, unless the context otherwise requires.

## **1.4 Procedure for obtaining Transpower's agreement to non compliance:**

**Transpower** may enter into an agreement with the Customer as to the manner and extent by which the Customer need not comply with this Connection Code in accordance with the process set out in Appendix A. If the agreement would have a material adverse effect on any other **designated transmission customer** or end use customer, **Transpower** and the Customer must first comply with clauses 12.35 to 12.38 of the Code, as applicable, before entering into the agreement.

If an agreement is entered into, **Transpower** and the Customer must comply with that agreement. A non-confidential summary of that agreement must be made publicly available.

## **1.5 Customer's responsibilities for third parties:**

- (a) The Customer must ensure that any third party who has Equipment directly connected to the Customer's Equipment, but not to the **grid**, that may adversely affect the reliability, availability or integrity of the **grid** complies with the obligations on the Customer as set out in this Connection Code.
- (b) For the purposes of this clause, but without limiting the application of subclause (a), any **generating units** with a combined installed capacity of greater than 1MW, or motors with a combined installed capacity of greater than 1MW capacity will be treated as having the potential to adversely affect the reliability, availability or integrity of the grid, unless **Transpower** and the Customer agree that a higher capacity is more appropriate taking into account the load at a **point of connection**.

## **1.6 Customer's responsibilities when other designated transmission customer**

If the Customer is requested by another **designated transmission customer** or **Transpower** to agree to the bonding of that **designated transmission customer's** earthing systems as required by the equivalent clause to clause 4.2(d)(4) that applies under any **transmission agreement** between the Customer and **Transpower**, the Customer must not unreasonably withhold that agreement.

## 2. CONNECTION REQUIREMENTS

### 2.1 Requirements for equipment capability:

As and when the Customer must provide an **asset capability statement** to the **system operator** under the Code, the Customer must also provide the same **asset capability statement** to **Transpower** (in the same manner in which it provides the **asset capability statement** to the **system operator**) but including the information specified in clause 2.2 (b), (c) and (d).

### 2.2 Additional information:

The Customer must provide to **Transpower**, in a format specified by **Transpower** (acting reasonably) from time to time:

- (a) as and when it must provide an **asset capability statement** to the **system operator** under the Code, the information referred to in subclauses 2.2(b), (c) and (d) in respect of that Equipment.
- (b) in respect of its Equipment:
  - (1) the normal and emergency limits within which the Equipment is intended to operate;
  - (2) the information as to the limitations in the operation of the Equipment that **Transpower** requires (acting reasonably) for the safe and efficient management of the **grid**; and
  - (3) all modelling data in respect of Equipment capability which **Transpower** requires (acting reasonably) for planning purposes;
- (c) sufficient information concerning the Equipment at the **grid interface** to verify compliance with this Connection Code and to enable **Transpower** to approve the connection; and
- (d) details of protection systems, including settings, to ensure the requirements of clause 4.2(e) are met.

### 2.3 Special requirements:

If the Customer proposes to connect Equipment to the **grid**, or to **assets** connected to the **grid**, or to make changes to Equipment connected to the **grid** or to **assets** connected to the **grid** and **Transpower**:

- (a) acting reasonably and after having consulted other Customers who may be affected by the connection of the Equipment to the **grid**, or the changes to the Equipment or otherwise; or
- (b) having regard to the environmental conditions in which the Equipment at the **grid interface** is located;

identifies special requirements for the Equipment, **Transpower** may notify the Customer of the special requirements and the Customer must ensure those special requirements are complied with to **Transpower's** satisfaction (acting reasonably).

#### **2.4 Pre-commissioning requirements:**

- (a) Before the Customer commissions any Equipment to be connected to the **grid**, or any **asset** connected to the **grid**, the Customer must obtain **Transpower's** written approval (not to be unreasonably withheld):
  - (1) to the design and specifications of the Equipment;
  - (2) that the requirements of this Connection Code can be met;
  - (3) that upon connection of the Equipment, the reliability, availability and integrity of the **grid** can be maintained; and
  - (4) that the proposed connection of the Equipment can be made reliably and safely without any material adverse affect on the management, security or operation of the **grid**.
- (b) In considering whether or not to grant approval **Transpower** may (amongst other things) consider:
  - (1) the effect of daily, seasonal, annual and likely long-term variations in supply and demand levels;
  - (2) the effect of contingency conditions; and
  - (3) the effect of any future changes required to the **grid**, or to other Equipment.

#### **2.5 Requirements for commissioning or testing of equipment:**

- (a) The Customer must:



- (1) as and when the Customer must provide a commissioning or test plan to the **system operator** under the Code, also provide a commissioning or test plan to **Transpower** that complies with clause 2.6; and
  - (2) if the Equipment is not connected to the **grid** but is connected to an asset connected to the **grid** and in the reasonable opinion of **Transpower**, could affect the security or operation of the **grid**, the Customer must provide to **Transpower** a commissioning or test plan that complies with clause 2.6.
- (b) **Transpower** must, as and when required to provide a commissioning or test plan under the Code in respect of the Connection Assets, also provide a commissioning or test plan to the Customer that complies with paragraphs (a) to (d) of clause 2.6.

## **2.6 Requirements of a commissioning or test plan:**

The commissioning or test plan required under clause 2.5 must:

- (a) include a timetable containing the sequence of events necessary to connect the Equipment and conduct any test;
- (b) contain the protection settings to be applied before livening of the Equipment;
- (c) contain the procedures for commissioning or testing the Equipment that safeguards against risk of injury to personnel or damage to any Equipment and to the ability of **Transpower** and the Customer to comply with its obligations under the Agreement;
- (d) have been prepared by the Customer in consultation with **Transpower** or by **Transpower** in consultation with the Customer, as the case may be; and
- (e) in the case of a commissioning or test plan provided by the Customer, be approved in writing by **Transpower** (such approval not to be unreasonably withheld).

## **2.7 Customer to comply with commissioning or test plan:**

The Customer in commissioning or undertaking any testing of the Equipment must comply with the commissioning or test plan approved by **Transpower** in accordance with clause 2.6.

## **2.8 Responsibility following approval:**

The Customer must ensure that the construction or manufacture of Equipment does not depart from the design or specifications of Equipment approved by **Transpower** unless the departure is approved in writing by **Transpower**. **Transpower** will not withhold such approval unreasonably.

## **2.9 Final approval:**

On completion of connection of any Equipment to the **grid**, including to any associated **grid interface**, the Customer must obtain final approval of such connection in writing from **Transpower** (such approval not to be unreasonably withheld) before the Equipment commences service.

## **2.10 Withdrawal:**

**Transpower** may withdraw any approval provided by **Transpower** (acting reasonably) if the Equipment is not as described in the information provided under clauses 2.2 and 2.3.

## **2.11 Co-operation:**

The Customer must comply with any reasonable direction of **Transpower** to change the connection of any Equipment to the **grid** (or the Equipment itself), if the connection or the Equipment may adversely affect the performance of the **grid** or the Equipment of other customers.

## **2.12 New Connections:**

Where the Customer wishes **Transpower** to provide a new connection, it must make a written request to **Transpower** and **Transpower** must within 20 Business Days of the Customer's request provide an initial response in writing to the Customer that sets out the process to be followed by **Transpower** and the Customer and a proposed timetable for provision of the new connection.

# **3. GENERAL REQUIREMENTS**

## **3.1 Published requirements:**

**Transpower** must ensure that its Connection Assets (and, in the case of subclauses (b) and (c), the operation of its Connection Assets) and the Customer must each ensure that its Equipment (and, in the case of subclauses (b) and (c), the operation of its Equipment):

- (a) is designed, tested and commissioned in accordance with **good electricity industry practice**;
- (b) complies with the Safety Manual - Electricity Industry (SM-EI); and
- (c) complies with all relevant legislation.

# **4. TECHNICAL REQUIREMENTS**

#### 4.1 Instrumentation and control circuits:

The Customer:

- (a) may connect an instrumentation and control circuit to secondary plant at the **grid interface** provided:
  - (1) the **grid** is not adversely affected;
  - (2) the safety of the public and any other persons is not adversely affected; and
  - (3) the Customer has prior written approval from **Transpower** (such approval not to be unreasonably withheld).
- (b) must provide a means by which both the Customer and **Transpower** may disconnect each instrumentation or control circuit connected to the **grid**; and

**Transpower** must ensure that each instrumentation and control circuit connected at the **grid interface** is designed to withstand the hazards of earth potential rise and induced currents and voltages appropriate to the location of the secondary circuit and comply with the requirements of clause 4.2(d).

#### 4.2 Requirements at the grid interface:

##### (a) Grid interface switchgear to be provided:

The Customer or **Transpower** must provide for each Point of Connection:

- (1) a single location where it is practicable, in accordance with **good electricity industry practice**, for the owner of the **circuit-breaker** to operate each **circuit-breaker** by remote control;
- (2) the operational status of each **circuit-breaker** to be signalled to the single location in (1) from which the **circuit-breaker** is controlled; and
- (3) Equipment to isolate and earth its own Equipment at each Point of Connection.

##### (b) Insulation co-ordination:

**Transpower** and the Customer must each ensure:

- (1) the insulation of Equipment at the **grid interface** is co-ordinated with the insulation of Equipment to which it is to be connected;
- (2) that transient, dynamic, continuous and any other over-voltages are calculated, analysed and taken into account in accordance with **good**

**electricity industry practice** and that the recommendations of IEC 60071 (Insulation Co-ordination) are complied with;

- (3) that the rated insulation level and rated short duration power frequency withstand voltage meets the levels specified in Appendix B Table B3; and
- (4) that for any connection of Equipment to the **grid** at a voltage of 220 kV and for each **Point of Connection**, an Earth Fault Factor of not more than 1.4 (an effectively earthed system) is maintained. For the purposes of this clause 4.2(b)(4), any Equipment connected to the **grid** that operates at a nominal voltage of less than 220 kV, is deemed to have an Earth Fault Factor of greater than 1.4 (non-effectively earthed). Any connection of such Equipment to the **grid** must not increase the Earth Fault Factor to an extent which leads to over-voltages which have an adverse effect on the management or operation of the **grid**.

(c) **Rating of equipment at the grid interface:**

**Transpower** and the Customer must each ensure that:

- (1) the normal current ratings of Equipment at the **grid interface** are sufficient to carry currents at all reasonably foreseeable ratings;
- (2) neither the short-circuit current ratings nor the effects of the earthing of the Equipment interfere with, or adversely affect, the management or operation of the **grid**; and
- (3) it modifies or replaces the Equipment or changes the configuration of the Equipment before any of the short-circuit current ratings of the Equipment are exceeded, in order to ensure those ratings are not exceeded.

(d) **Earthing of the grid interface:**

**Transpower** and the Customer must ensure that:

- (1) the earthing arrangements for the **grid interface** do not adversely affect the safety of any person;
- (2) the earthing arrangements for the **grid interface** allow the efficient management of protection systems;
- (3) the Equipment has an earthing arrangement that keeps hazards within limits required by **good electricity industry practice** without requiring bonding to the earthing systems of any other **designated transmission customer**;

- (4) without derogating from the foregoing, where bonding to the earthing systems of any other **designated transmission customer** is beneficial, undertake the bonding to the earthing system of that other **designated transmission customer** as agreed by the **designated transmission customer**; and
- (5) earthing of the Equipment at the **grid interface** is sufficient to withstand earth fault currents (including the contribution from the **grid**) up to the limits specified in Appendix B Table B2 for at least 3 seconds.

(e) **Protection of equipment and the grid:**

**Transpower** and the Customer must each ensure that the Equipment is designed and maintained so that, for fault impedances of less than one ohm on either the **grid** or at the **grid interface**, the following applies:

- (1) the fault will be cleared by main protection systems within the design fault clearance time specified in Appendix B table B4;
- (2) the fault clearance time for back up protection systems, including high impedance faults, is as short as reasonably practicable and does not adversely affect other Equipment, and must not exceed the final fault clearance time in Appendix B table B4; and
- (3) no fault on the **grid assets** or on the **grid interface** persists for longer than the final fault clearance time stated in Appendix B table B4.

(f) **Common and shared facilities and equipment:**

If **Transpower** and the Customer share facilities or Equipment, each shall:

- (1) physically secure the facilities or the Equipment against unauthorised access or operation by a third party;
- (2) provide electrically safe Equipment in accordance with **good electricity industry practice**; and
- (3) provide facilities and Equipment that comply with AS/NZS 1170 Structural design actions.

(g) **Expected minimum and maximum fault levels:**

**Transpower** must publish annually a 10 year forecast of the expected minimum and maximum fault level at each Customer Point of Service.

#### 4.3 Specific requirements for generating units:

If the Customer is a **generator**, the Customer must ensure that the connection at the **point of connection** of its **generating units** has an Earth Fault Factor complying with the requirements of clause 4.2(b)(4) and the earthing of the generating unit and associated Equipment ensures the reliable operation of protection systems and safe management of the **grid**. This requirement also applies in respect to the **grid interface** for any **network** to which a generating unit is connected and may affect the management of the **grid**.

#### 4.4 Minimum power factor:

- (a) The Customer must ensure that its Equipment does not unreasonably draw on the reactive power resources of the **grid** during each regional peak demand period. If **electricity** is being drawn off the **grid**, the Power Factor at any Customer Point of Service the Customer must:
  - (1) up until 31 March 2010, in the case of demand, maintain a Power Factor of not less than 0.95 lagging at any Customer Point of Service during each relevant regional peak demand period.
  - (2) from 1 April 2010, in the case of demand, maintain a Power Factor of not less than:
    - (i) 1.0 (unity) at each relevant Customer Point of Service during each relevant regional peak demand period in the Upper North Island Region and the Upper South Island Region; and
    - (ii) 0.95 lagging at each relevant Customer Point of Service during each relevant regional peak demand period in the Lower North Island Region and the Lower South Island Region.
- (b) For the purposes of this clause:
  - (1) the regional peak demand periods and regions are as defined in the **transmission pricing methodology** immediately before the **transmission pricing methodology** was replaced on 1 April 2023; and
  - (2) the relevant regional peak demand period is the regional peak demand period for the region in which the Customer Point of Service is located.

#### 4.5 Provision for effects of disconnection:

The Customer must each ensure that it manages the consequences of an unplanned disconnection of any of its Equipment from the **grid assets** in accordance with **good electricity industry practice**.

#### 4.6 Maintenance:

**Transpower** and the Customer must each maintain its Equipment so that it always complies with this Connection Code.

#### 4.7 Harmonic levels:

**Transpower** and the Customer must each comply with:

- (a) the New Zealand Electrical Code of Practice for harmonic levels (NZECP 36.1993), as amended from time to time; or
- (b) any other equivalent or similar AS/NZS, IEC, IEEE standard; or
- (c) any other requirements specified by **Transpower** (acting reasonably) that cover similar matters to those set out in NZECP 36.1993.

#### 4.8 Voltage flicker levels:

**Transpower** and the Customer must each comply with the Australian Standard (AS2279.4 191) for voltage levels as amended from time to time or such other local or international standards that may be reasonably applicable.

#### 4.9 Voltage imbalance of less than 1%:

**Transpower** and the Customer must each use reasonable endeavours to maintain negative sequence voltage of less than 1% and to ensure that negative sequence voltage will be no more than 2% in any part of the **grid**.

### 5. OPERATING REQUIREMENTS

#### 5.1 Operational performance of equipment:

**Transpower** and the Customer must each ensure that its Equipment:

- (a) has no adverse effect on the **grid** or the ability of **Transpower** to manage the **grid**;
- (b) can be operated within the minimum and maximum system voltages set out in Appendix B, Table B1;
- (c) has no adverse effect on other Customers or their ability to manage their Equipment;
- (d) is designed and installed so that maintenance can be carried out;
- (e) does not present a safety hazard to **Transpower** or other Customers (or their respective employees and agents) or the general public;

- (f) does not cause **Transpower** or the Customer to breach any legislation;
- (g) performs its intended function to the standard required by this Connection Code at the maximum and minimum short-circuit currents resulting from any reasonably foreseeable configuration of the New Zealand electricity system;
- (h) does not cause the maximum short circuit power and current limits specified in Appendix B, Table B2 to be exceeded on or nearby to the **grid**;
- (i) is capable of being operated and operates within the limits stated in the **asset capability statement** and other information provided under clauses 2.1 and 2.2 respectively;
- (j) complies with this Connection Code; and
- (k) meets any other requirements imposed by **Transpower** in writing acting reasonably and in accordance with **good electricity industry practice**.

## 6. MONITORING REQUIREMENTS

### 6.1 Monitoring requirements:

**Transpower** and the Customer must each monitor the performance of its Equipment in accordance with **good electricity industry practice**.

## 7. INFORMATION REQUIREMENTS

### 7.1 For approval of the grid interface:

- (a) In addition to information provided in the **asset capability statement** and the other information provided under clauses 2.2 and 2.3 respectively, the Customer must provide **Transpower** as and when requested by **Transpower** (acting reasonably) with:
  - (1) sufficient information concerning the **grid interface** to verify compliance with this Connection Code and to enable **Transpower** to approve the connection at the **grid interface**;
  - (2) details of protection systems, including settings, to ensure the requirements of clause 4.2 (ef) are met; and
- (b) **Transpower** must provide the Customer as and when requested by the Customer (acting reasonably) with details of protection systems relating to the Connection Assets, including settings, to ensure the requirements of clause 4.2(e) are met.



## 7.2 For revisions to information previously supplied:

- (a) Whenever revised information as to the performance of Equipment is obtained by the Customer, the Customer must provide to **Transpower** a revised **asset capability statement** and any revisions to the other information required under clauses 2.2 and 2.3 respectively, as soon as reasonably practicable.
- (b) Whenever revised information as to the performance of a Connection Asset is obtained by **Transpower**, **Transpower** must provide to the Customer a revised **asset capability statement** and any revisions to the other information required under clauses 2.2 and 2.3 respectively, as soon as reasonably practicable.

## 7.3 Supporting information:

- (a) The Customer must maintain up to date manuals or protocols required in accordance with **good electricity industry practice** for the operation of its Equipment.
- (b) **Transpower** must maintain up to date manuals or protocols required in accordance with **good electricity industry practice** for the operation of its Connection Assets.

## 7.4 Equipment records to be kept:

- (a) The Customer must in accordance with **good electricity industry practice** maintain records for its Equipment that, in its discretion, either:
  - (1) record the performance of its Equipment as monitored by the Customer over each consecutive three month period for the purpose of verifying or otherwise that the Equipment meets the requirements of this Connection Code; or
  - (2) record any tests undertaken in accordance with **good electricity industry practice** that establish that the Equipment meets the requirements of this Connection Code.
- (b) **Transpower** must in accordance with **good electricity industry practice** maintain records for its Connection Assets that, in its discretion, either:
  - (1) record the performance of its Connection Assets as monitored by the **Transpower** over each consecutive three month period for the purpose of verifying or otherwise that the Connection Assets meets the requirements of this Connection Code; or

- (2) record any tests undertaken in accordance with **good electricity industry practice** that establish that the Connection Assets meets the requirements of this Connection Code.

#### **7.5 Access to records or equipment:**

The Customer must as soon as reasonably practicable following written notice by **Transpower**, provide to **Transpower**:

- (a) access to any records of the Customer's monitoring or testing of the performance of any Equipment carried out in accordance with clause 7.4; and
- (b) access to inspect any Equipment;

as **Transpower** requires (acting reasonably).

#### **7.6 Status of Transpower approval:**

Any approval by **Transpower** provided to the Customer does not relieve the Customer from its obligations to meet the requirements of this Connection Code.

### **8. PERFORMANCE REQUIREMENTS FOR SCADA**

The Customer must ensure that the interface between its Equipment and the **grid** for the exchange of data provided by SCADA must comply with **Transpower's** policy for the same as published from time to time in consultation with **designated transmission customers**.

## **APPENDIX A: TRANSPOWER'S AGREEMENT TO NON-COMPLIANCE WITH THE CONNECTION CODE**

### **1. APPLICATION AND SUPPORTING INFORMATION**

The Customer may apply in writing to **Transpower** for **Transpower's** agreement authorising non-compliance with this Connection Code.

An application shall:

**(a) Specify the non-compliance:**

specify the clauses of the Connection Code for which **Transpower's** agreement to non-compliance is sought;

**(b) Provide supporting information:**

provide information in support of the application with reasonable particularity (including information as to the capability of the non-compliant Equipment);

**(c) Describe any remedial action to be undertaken:**

describe any remedial action to be undertaken to ensure compliance with this Connection Code;

**(d) Specify required term:**

specify the term of the agreement which is sought; and

**(e) Identify confidential information:**

identify any information for which confidentiality is sought on the ground that it would, if disclosed, unreasonably prejudice the commercial position of the Customer (or other person who is the subject of the information) or on the ground that it is information that is subject to an obligation of confidence, and the period for which confidentiality is sought.

### **2. TRANSPOWER OBLIGATIONS ON RECEIPT OF APPLICATION**

Within 5 business days of receipt of the application made under clause 1 of this appendix, **Transpower** must provide the Customer with an estimate of the time it will take to consider the application and the costs associated with processing the application:

### **3. RIGHTS AND OBLIGATIONS DURING THE PROCESSING OF APPLICATIONS**

**(a) Reasonable endeavours:**

**Transpower** will use reasonable endeavours to consider and decide whether or not to agree to the application within the estimated time and costs provided in accordance with clause 2 of this appendix.

(b) **Transpower to act reasonably:**

**Transpower** will act reasonably in deciding whether or not to enter into an agreement under this Appendix A, and in determining the terms and conditions on which it is prepared to enter into an agreement.

(c) **Additional information:**

**Transpower** may require the Customer to provide information in support of the application and the Customer shall provide the same in order for the application to be considered.

(d) **Withdrawal of application:**

If the Customer withdraws an application, it must on demand pay the actual and reasonable costs incurred by **Transpower** up to and including the date of withdrawal of the application in considering the application.

#### 4. **OBLIGATION OF THE CUSTOMER TO PAY COSTS**

The Customer must on demand pay **Transpower's** actual and reasonable costs incurred in considering an application under this appendix.

#### 5. **AGREEMENT**

**Transpower** will notify the Customer of the outcome of any application by it for **Transpower's** agreement to non-compliance with this Connection Code but if the application is granted there shall be no legally binding agreement between **Transpower** and the Customer unless and until they enter into a formal and final supplementary written agreement signed by each of them, which is expressed to be legally binding as between them. Such an agreement shall be supplementary to and form part of the Agreement.

## APPENDIX B. VOLTAGE AND FAULT LEVELS

**Table B1: Maximum and Minimum Voltage Limits**

Nominal Voltage (kV)	Maximum System Voltage (kV)	Minimum System Voltage (kV)
220	242	198
110	121	99
66	69.3	62.7
50	52.5	47.5
33	36	30
22	24	20
11	12	10

**Table B2: Maximum Short-Circuit Power and Current Limits**

Nominal voltage (kV)	Maximum short-circuit power and current limits	
	(MVA)	(kA)
220	12,000	31.5*
110	6,000	31.5*
66	1,800	16*
50	1,350	16
33	1,400	25
22	950	25
11	475	25

\* The values shown are the default existing fault maximum levels. At some sites the levels already exceed the levels shown and the number of sites that exceed the default levels will increase in the future. Ten year forecast maximum figures will be published annually.

**Table B3: Voltage Levels for Insulation Co-ordination**

Nominal voltage (kV)	Highest voltage for Equipment (kV)	Rated insulation level (kV)	Rated short duration (1 minute) power frequency withstand voltage (kV)
220	245	950	395
110	123	550	230
66	72.5	325	140
50	55	250	95
33	36	170	70
22	24	125	50
11	12	75	28

**Table B4: Fault Clearance Times**

Nominal Voltage (kV)	Design fault clearance time (ms)	Final fault clearance time (s)
220	120	4n
110	200	3
66	200	3
50	200	3
33*	200	3
22*	200	3
11*	200	3
33u	1000	3
22u	1000	3
11u	1000	3

- \* Only bus and LV Transformer zone, not feeders
- u For close in high impedance feeder faults
- n The figure for 220 kV is higher than those below because of the grading required with protection at lower voltages