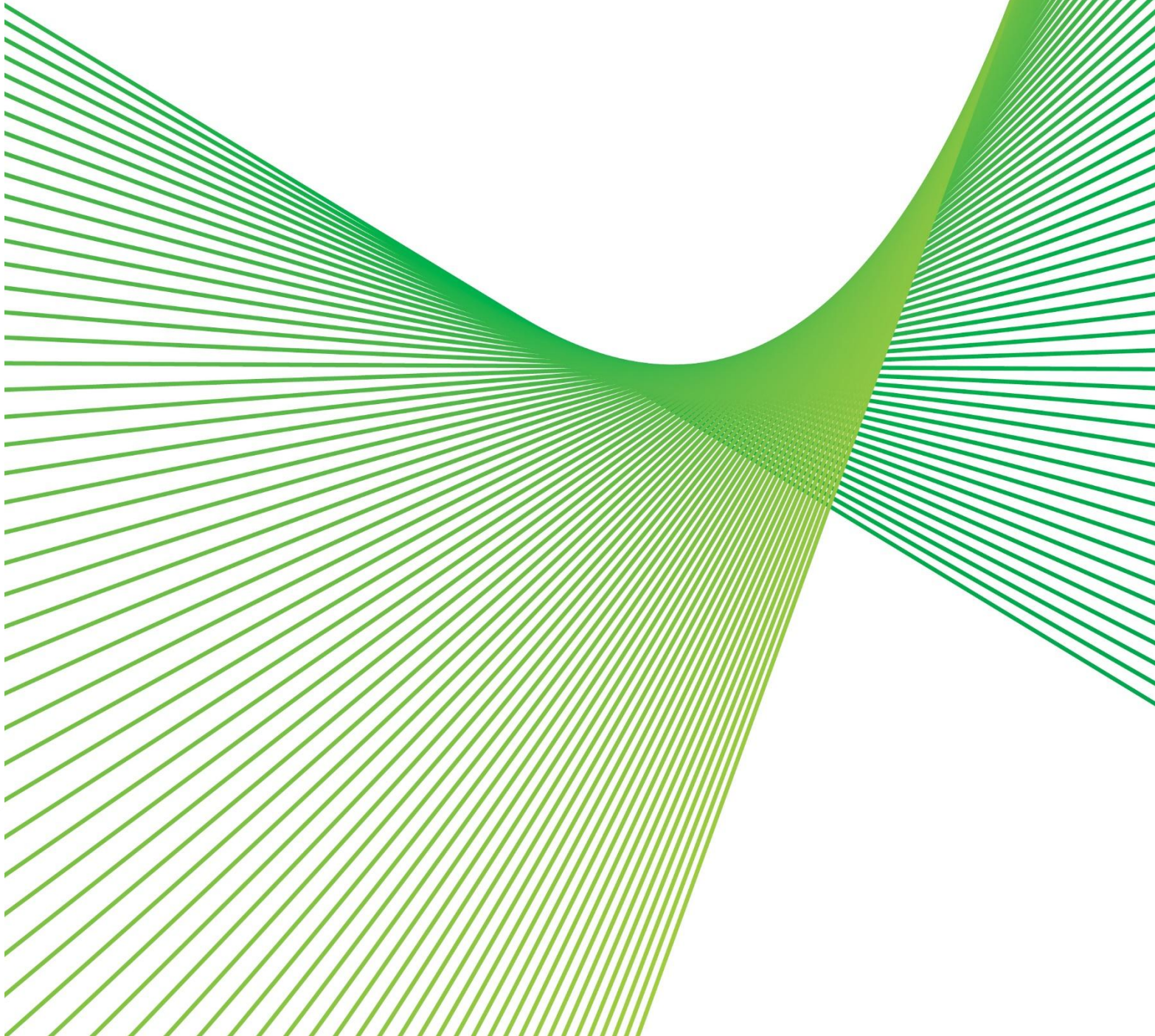


Response to AER Information Request and Consultation Paper

PEC Reopener – IR #005 – 15 October 2026



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1 Introduction

1.1 AER's Information Request

The Australian Energy Regulator (**AER**) issued Information Request (**IR**) #005 on 1 September 2026 in relation to Transgrid's application to reopen its 2023-2028 Revenue Determination (**Application**), which is reproduced below.

On 1 September 2026, the AER published its consultation paper setting out its preliminary position on Transgrid's application to reopen its 2023–28 transmission revenue determination for Project EnergyConnect (**PEC**).

Reopening the determination may only occur if all 7 of the criteria in clause 6A.7.1(a) of the National Electricity Rules (**NER**) are met. Our preliminary position is that Transgrid has not met all the criteria. Based on the information before us, we are currently not satisfied that Transgrid has met clauses 6A.7.1(a)(1) and 6A.7.1(a)(6) of the NER. Our reasons have been provided in our consultation paper.

We are also seeking Transgrid's views on our preliminary position. Specifically, please respond to the following questions below. Provide all supporting evidence where relevant.

1.2 Transgrid's response

Transgrid remains firmly of the view that it has satisfied all of the criteria in clause 6A.7.1(a) of the NER on a proper construction of those criteria. The basis for that view is set out in Transgrid's Application and is expanded upon in this response.

The AER's preliminary position is that Transgrid has not demonstrated that it has met the following two criteria in clause 6A.7.1(a):

- Criterion (1), which requires that an event that is beyond the TNSP's reasonable control has occurred during a regulatory control period, and the occurrence of that event (or an event of a similar kind) during that period could not reasonably have been foreseen by the TNSP at the time of the making of the revenue determination.
- Criterion (6), which requires that a failure to rectify the adverse consequences of that event would be likely to materially adversely affect the reliability and security of the relevant transmission system.

While the AER accepts that Transgrid has satisfied the remaining five criteria, Transgrid also strongly contests the AER's interpretation of criteria (3) and (4) in this submission, relating to the assessment of the reopener amount.

Transgrid recognises that the matters raised by the AER in its consultation paper are principally questions of legal interpretation. We have therefore obtained an opinion from experienced senior legal counsel, Neil Young KC and Tom Clarke (**Counsel opinion**), which addresses the legal issues raised in the AER's consultation paper, sets out the correct interpretation of the reopener provisions, including Criteria (1) and

(6), and responds to the 12 consultation questions asked by the AER regarding the interpretation of these provisions. Transgrid relies upon the Counsel opinion to respond to IR #005.

In addition to providing the Counsel opinion, Transgrid has also sought an expert opinion from Charles Popple (**Popple opinion**), former AEMC Commissioner and Chair of the Reliability Panel, and senior executive at VPX and Ausnet Services with responsibility for transmission investment decisions. Mr Popple addresses Criterion (6) and the AER's approach to considering the material adverse effects on reliability and security if PEC was not completed. Transgrid considers that Mr Popple is uniquely qualified to provide his expert opinion on the reliability and security of supply impacts if PEC had not proceeded as planned, given his expertise and experience reviewing, monitoring and assessing the reliability and security of the national electricity market and determining reliability and security standards as Chair of the Reliability Panel. Mr Popple concludes that the information provided by Transgrid in its Application provides a compelling demonstration that Criterion (6) has been met.

To further assist the AER, this submission also includes further evidence from GHD which demonstrates that Criterion (6) has been met based on qualitative and quantitative data.

Transgrid's response to IR #005 and the AER's consultation paper is structured as follows:

- **This document**, which is Transgrid's covering submission in response to IR #005;
- **Attachment 1** – Neil Young KC and Tom Clarke, Opinion as to the proper construction of NER cl 6A.7.1(a) and responses to the AER's questions;
- **Attachment 2** – Charles Popple, Review of NER Clause 6A.7.1(a)(6) and its Application to Project EnergyConnect Reopener; and
- **Attachment 3** – GHD's letter to Transgrid, 30 September 2026.

The purpose of this covering submission is three-fold:

- to explain the role of the reopener provisions and why these provisions should be allowed to operate as the AEMC had intended;
- to comment on the AER's proposed application of Criterion (1), and why that approach undermines the purpose of the reopener provisions; and
- to explain how the Popple opinion and the further information provided by GHD reiterate that Criterion (6) has been met.

While this covering submission refers to the Counsel opinion, it is not intended to summarise or vary that opinion. Transgrid reiterates that it relies on the Counsel opinion in relation to the proper construction of the reopener provisions and in challenging the AER's incorrect interpretation of those provisions.

1.3 Confidentiality and Privilege

Confidentiality

Transgrid has marked this response and its attachments as 'public'. Transgrid has however, made redactions over the suite of documents for privacy reasons, including redactions of individuals' names, signatures and positions. Transgrid makes confidentiality claims over these redactions as revealing this information would have adverse privacy implications for the individuals involved and there is no apparent public benefit in disclosing this information that could outweigh this detriment.

Privilege

In this response, Transgrid submits a Counsel opinion from Neil Young KC and Tom Clarke. Transgrid makes a limited and express waiver of legal professional privilege over the Counsel opinion solely for the purpose of responding to the AER's IR#005. Transgrid permits the AER to publish this opinion for the same purpose. Transgrid does not waive privilege beyond the Counsel opinion, including to any associated documents or communications, and reserves any claims it has to legal professional privilege expressly.

Beyond the Counsel opinion, Transgrid notes that it has sought to exclude information that is privileged from being provided in this response. To the extent that any information provided could properly be the subject of a claim for legal professional privilege (either in part or in full) and such a claim has been omitted, the disclosure is inadvertent and Transgrid does not intend to waive that privilege.

If in reviewing the information provided, the AER identifies any information which the AER reasonably believes could be the subject of a claim for legal professional privilege by Transgrid, please let us know as soon as possible.

2 The role and importance of the reopener provisions

In setting out its preliminary position in the consultation paper, the AER does not substantively engage with the purpose of the reopener provisions and suggests interpretations of those provisions which are inconsistent with this purpose. The AER only engages with the purpose of the reopener provisions in responding to the Justice and Equity Centre's submission on the interpretation of Criterion (3) in relation to Transgrid's Application.¹

Proper engagement with the purpose of the reopener provisions is critical to the proper application of those provisions to Transgrid's Application. Section 1.5 of Transgrid's Application set out how:

- the reopener provisions in clause 6A.7.1 of the Rules were introduced by the AEMC in 2006 to promote timely and efficient investment for the benefit of consumers in accordance with the National Electricity Objective;
- the AEMC undertook extensive stakeholder consultation to consider how the Rules should apply, including how each element of the framework would operate individually and collectively to '*protect the long-term interests of consumers*';² and
- the vast majority of submissions to the AEMC's draft Rule determination, including submissions from consumer groups, supported the introduction of the reopener provisions.³

Transgrid reiterates that the AEMC's intentions in designing the reopener provisions should inform how those provisions are applied and that today, to support an environment that promotes the necessary investment to achieve the energy transition at the lowest cost to consumers, the reopener provisions have an even greater significance for consumers than envisaged by the AEMC in 2006. As noted in the CEO's preface to AEMO's 2026 Integrated System Plan (ISP), timely and coordinated transmission investment is essential for maintaining reliability and delivering the lowest cost outcome to consumers as demand grows and coal plant retires:⁴

*"As demand grows and coal-fired generation retires, timely investment in generation, storage and transmission will be critical to **maintaining reliability and keeping costs down for consumers**. The ISP shows that while supply chain pressures and other constraints could slow the pace of the transition, the overall direction does not change. **This reinforces the importance of maintaining progress through timely and coordinated investment to deliver the best outcomes for consumers.**"*

The AER's consideration of Transgrid's Application in relation to PEC will have broader implications if it undermines the clear intent behind, and workability of, the reopener provisions. The Counsel opinion explains why the AER's proposed approach would have that effect and why a proper construction of these provisions requires the AER to significantly revise its approach and accept that Transgrid has satisfied each of the requirements in clause 6A.7.1(a). Mr Popple's opinion reaches a similar conclusion in relation to Criterion 6.

It is clear that, in the absence of the reopener provisions, PEC would have been paused or abandoned in October 2023 as Transgrid sought to clarify the cost recovery arrangements with the AER, with consequential

¹ AER, consultation paper, pp. 27-28. The Counsel opinion sets out why such interpretations of Criterion (3) are legally incorrect, undermine the purpose of the reopener mechanism, and would create perverse incentives for TNSPs to delay necessary investment at [95]-[118].

² AEMC, Rule determination, Economic Regulation of Transmission Services, November 2006, pp. 26.

³ Only two of the fourteen submissions, from the AER and the Public Interest Advocacy Centre (now JEC), opposed the reopener provisions.

⁴ AEMO, Integrated System Plan 2026, pp. 3

delays, resulting in cost increases and lower project benefits for electricity consumers. If the AER determines Transgrid's Application in accordance with its views in the consultation paper, the AER will be incentivising such outcomes in the future when TNSPs are faced with similar events. Clearly such an outcome cuts across the AEMC's intention in respect of the reopener provisions.

Transgrid's Application both meets the requirements of the reopener provisions and, moreover, is fully aligned with the AEMC's stated purpose in introducing those provisions: being to avoid delays in vital transmission projects and the consequential adverse outcomes for consumers of such a delay by allowing a revenue determination to be reopened, subject to meeting the conditions specified in clause 6A.7.1(a).

Given the above observations, Transgrid urges the AER to reconsider its interpretation of Criteria 1, 3, 5 and 6 to ensure that the AER's application of those criteria in considering Transgrid's Application does not undermine the effective operation of the reopener provisions, noting the broad impact that will have.

3 Criterion 1 - An event must be beyond a TNSP's reasonable control and not reasonably foreseeable

Transgrid reiterates its reliance on Counsel's opinion (Attachment 1) to respond to the AER's questions in relation to Criterion 1 and to explain how this criterion should be interpreted and applied.

This section 3 seeks only to emphasise some of the points raised by Counsel in relation to reasonable control and foreseeability to demonstrate that the AER's consultation paper has not accurately engaged with or reflected the information provided in Transgrid's Application and in response to the AER's four subsequent requests for information.

3.1 The event

The AER's consultation paper considers that the Contract Failure event put forward by Transgrid to underpin its Application is not an event within the definition of criterion 1, as it involves predictions and a hypothetical scenario which had not yet occurred. The AER separates the elements of Contract Failure into events which had and had not occurred as at 25 October 2023, determining that Contract Failure does not satisfy criterion 1, because the events which had not occurred describe Transgrid's '*prediction, opinion or belief as to what may (or would be likely to or would be highly probable to) occur in the (then) future as a result of the events or state of affairs that had (already) occurred in combination with Transgrid's proposed or possible response to those events or that state of affairs.*'⁵

Transgrid has given extensive consideration to the definition of the Contract Failure event, including seeking the advice of Neil Young KC and Tom Clarke prior to the submission of its Application (which addressed the appropriateness of the event incorporating endogenous factors, being the Board's decision-making as at 25 October 2023, and which was shared with the AER on 22 December 2025). Transgrid has also given extensive consideration to these matters as raised in stakeholder submissions and the AER's consultation paper.

As the Counsel opinion (Attachment 1) sets out, taking the position that an event cannot include any element of evaluation, judgement or foresight by a TNSP:

- is inconsistent with the structure and drafting of Criterion (1);
- would be unworkable in the real world; and
- does not align with the drafting of the other cumulative criteria for the reopener provisions, including elements of foreseeability (Criterion (1)) and a judgement by the TNSP of whether the failure to rectify the adverse consequences of an event would result in material adverse effects on reliability and security of the relevant transmission system (Criterion (6)).

For these reasons, Transgrid remains firmly of the view that its definition of Contract Failure is an 'event' for the purposes of criterion 1 and that it occurred as described in Transgrid's Application.

However, to the extent that the AER concludes that an event must be exclusively based on exogenous factors, Transgrid considers that the following alternative event definition, which remains anchored to the state of affairs culminating in Contract Failure, is available for the purpose of Transgrid's Application:

⁵ AER, Consultation Paper, p 10.

‘Contract Failure occurred as the result of the accumulation of circumstances that adversely impacted the contractor’s ability to deliver PEC, which constituted a series of events and/or state of affairs in which the construction of PEC could not be completed by SEJV under the existing EPC contract.’

This alternative definition is based on the exogenous circumstances previously incorporated into the Contract Failure event definition. It also highlights that the Transgrid Board decision in the Contract Failure event definition was a recognition of a set of objective factual circumstances rather than being something within Transgrid’s reasonable control. Accordingly, to the extent the AER prefers this alternative event definition, Transgrid relies on the state of affairs arising between August 2023 and October 2023 and the analysis and evidence it has provided in support of the Contract Failure event definition, specifically section 8 of Attachment 2 to the Application, as it relates to the state of affairs arising between August and October 2023, as well as Attachment 2 as a whole. As with Contract Failure, the evidence already provided by Transgrid to the AER in support of the Application demonstrates that this alternative event was plainly beyond Transgrid’s reasonable control and not reasonably foreseeable by Transgrid for the reasons set out in this response and in the Counsel opinion.

3.2 Reasonable control

The AER’s consultation paper concludes that, because Contract Failure involved a prediction or forecast (i.e., the Board’s decision that the project could not be completed in accordance with the EPC contract), it was within Transgrid’s control. This preliminary position is not consistent with the correct interpretation of Criterion (1), as set out in the Counsel opinion (Attachment 1), including as Transgrid’s Application and response to the AER’s information requests clearly identified:

- the external factors, including flooding, labour shortages and hyper-inflation, which combined to severely impact the contractor financially and Transgrid’s lack of control over these factors;
- Transgrid had no control over the precarious financial situation of Elecnor Australia;
- Transgrid effectively managed and administered the EPC contract, including as evidenced by over 100 project documents submitted to the AER showing this effective management (documents which do not appear to have been considered by the AER in its assessment of Transgrid’s satisfaction of Criterion (1));
- Contract Failure occurred not because of deficiencies in Transgrid’s management of the EPC contract, but because of the external factors leading to the contractor’s precarious financial position and forecast cost of completing the project meaning that PEC could not be delivered in accordance with the terms of the EPC contract; and
- the EPC contract was the subject of a highly competitive, transparent and robust procurement process, reflecting market standard at the time, and was reviewed by the AER at the time. Transgrid has provided substantial documentation to the AER on that process, both prior to and as part of its Application and responses to the AER’s information requests. That documentation and information demonstrate that Transgrid’s decision-making from project inception onwards has been prudent and efficient, with each decision taken to promote the long-term interests of consumers.

It is consistent with principles of statutory interpretation that a decision of Transgrid’s Board is a question of fact and can form part of the ‘event’ without this meaning that the event was within Transgrid’s reasonable control. The decision to find an alternative pathway to deliver PEC reflected prudent and efficient decision-making, and it does not reflect any degree of control by the Board regarding the Contract Failure which had already occurred and could not be changed.

As noted above, the Counsel opinion highlights the clear inconsistency in the AER's view that predictions or forecasts are not relevant to an event by noting that cl 6A.7.1(a) itself states that an event '*includes a series of events or a state of affairs, which may include a greater than anticipated increase in demand*', demonstrating a necessary element of prediction or forecast in the interpretation of an 'event'. In particular, Transgrid requests that the AER carefully consider paragraphs 16-31 of the Counsel opinion in relation to Transgrid's satisfaction of Criterion (1).

For completeness, Transgrid also notes that the alternative event definition described in section 3.1 above removes the Board's decision from the event definition and, therefore, also addresses the AER's concerns regarding reasonable control.

3.3 Foreseeability

The AER's assessment of whether Contract Failure was reasonably foreseeable focuses on whether the relevant date for assessing foreseeability is 2 December 2022 or could be '*some weeks before 28 April 2023*', i.e., the scheduled date for the publication of the AER's Final Decision.⁶ The AER suggests that it would have been open to receiving a submission from Transgrid on Contract Failure and may have decided to delay its revenue determination to provide sufficient time to consider the issue. The AER refers to a letter submitted by Transgrid on 3 April 2023 as evidence that a late submission on Contract Failure could have been lodged by Transgrid and its own previous breach of its obligations to make a revenue determination within the designated timeframe under the Rules.⁷

The AER's reasoning is plainly inconsistent with the AER's own legal obligations and the proper functioning of the revenue determination process as mandated in the Rules. As the Counsel opinion states at [47]:

'if a regulator seeks to rely on its own previous failures to comply with the NER in order to inform its own interpretation of other provisions of the NER, that is not only a wholly unorthodox and impermissible approach to statutory interpretation – more fundamentally, it would undermine the rule of law, by enabling a regulator to disregard its own breach of some provisions of the rules that it administers, in order to arrive at incorrect and unlawful interpretations of those same rules.'

Consistent with the counsel opinion previously provided to the AER in response to its Information Request #003, the Counsel opinion further explains that the correct date at which to assess reasonable foreseeability is 2 December 2022 and not an arbitrary time up to 28 April 2023, as suggested by the AER.⁸

Notwithstanding this, Transgrid reiterates its explanation to the AER (provided in response to Information Request #003) that, even if reasonable foreseeability was erroneously assessed as at 28 April 2023 or shortly before, there is no basis to conclude that the event was reasonably foreseeable at that date. When Transgrid met with Elecnor Australia executives on 24 April 2023, Transgrid was advised that the contractor's estimated losses, including loss of profit, were lower than the value of the performance securities under the EPC contract. There was no realistic risk at that time that PEC could not be delivered under the EPC contract.

Transgrid therefore had no reasonable basis for making any further submission to the AER in relation to Contract Failure as late as 28 April 2023 or shortly before. The AER's suggestion that a submission could have been made and the revenue determination delayed is not consistent with the facts or the correct legal interpretation of this provision and the AER's own obligations under the Rules.

⁶ AER, Consultation Paper, p 13.

⁷ AER, Consultation Paper, p 13.

⁸ Counsel opinion, [32]-[51].

4 Criterion 6 - A failure to rectify the adverse consequences of the event would be likely to materially adversely affect the reliability and security of the relevant transmission system

While Transgrid agrees with the AER that Criterion (6) requires a forward-looking assessment of reliability and security effects, taking into account a 'with PEC' or 'without PEC' scenario, we fundamentally disagree with the AER's interpretation and application of Criterion (6) to assessing Transgrid's Application.

The AER's preliminary position is that Transgrid has not satisfied Criterion (6), including for the reasons set out below:

- The AER does not consider that reliability and security benefits not being realised amounts to adverse effects on reliability and security.
- Transgrid did not identify any specific reliability or security standards that would no longer be met if PEC was not delivered.
- The AER does not consider that the loss of expected improvements to reliability and security constitutes a material adverse effect on reliability and security of supply.
- The AER considers that even if reliability gaps are forecast without PEC (e.g., in South Australia), market mechanisms and AEMO interventions are designed to address these gaps, so actual reliability or security of supply issues are unlikely to arise in practice, regardless of whether these mechanisms or interventions lead to more expensive, less efficient and higher-emitting solutions for consumers.

In formulating its position, the AER developed its own definitions of reliability and security of supply, and the meaning of 'adverse effect'. The AER also sought AEMO's opinion on the adverse reliability and security effects if PEC was substantially delayed or not delivered, but did not, in its consultation paper, take into account AEMO's unequivocal view that the non-completion of PEC would result in material adverse effects on reliability and security.⁹

The Counsel opinion provides a comprehensive analysis of the AER's interpretation of reliability and security of supply. Counsel considers that the AER has incorrectly interpreted Criterion (6), including for the following reasons:

- The AER's definition of reliability *'imposes a significant gloss on the Chapter 10 definition of "reliability", and which disregards or misunderstands the framework for management of the reliability of the power system under the NER generally'*,¹⁰ including by adding a concept of 'service life' with no statutory basis to do so.
- The AER's definition of security is an *'artificially narrow definition of "security", by confining it to consideration of how the transmission system would respond to the occurrence of a single credible contingency event.'*¹¹
- The AER lists a number of circumstances which it considers are *not* material adverse effects to reliability and security, which are plainly wrong to be excluded from an assessment of what is a material adverse effect.¹²

⁹ AER, Consultation Paper, pp 18 and 20-23.

¹⁰ Counsel opinion, [123].

¹¹ Counsel opinion, [132].

¹² Counsel opinion, [149]-[150].

- Assessing ‘materiality’ in respect of reliability is not limited to only a breach of a reliability standard and can include changes in unserved energy and material increases to the costs borne by consumers (but such a breach would clearly be a material adverse effect on reliability).¹³
- The AER fails to interpret material adverse effects to security consistently with inputs from AEMO and with end users in mind.¹⁴
- The AER cannot draw a false dichotomy between loss of benefits, including economic benefits, where such loss has adverse effects on reliability and security. Such an interpretation misunderstands Transgrid’s Application, including the Net Markets Benefit Analysis carried out by Transgrid, and is contrary to the National Electricity Objective.¹⁵
- The AER has taken into account irrelevant considerations, including whether the retirement of Torrens Island B could be postponed.¹⁶

In addition to the Counsel opinion, we have obtained an expert opinion from Mr Popple, who is uniquely positioned to provide practical insights into the consequences of the AER’s proposed interpretation of Criterion (6) from the perspective of an industry expert in reliability, security of supply and transmission planning. The Popple opinion, which aligns with Counsel’s legal interpretation of Criterion (6), notes that:

- The AER’s interpretation of Criterion 6 is too narrow, focusing only on whether specific reliability or security standards are breached, and *‘[a] more general view needs to be taken in this assessment where the impact has regard to the costs and feasibility of any the options that are required to limit the impact of not completing the project, and which are required to continue to provide a reliable and secure power system in its absence.’*¹⁷
- The AER has *‘ignored the fact that the system would have much higher costs’* to deliver a comparable level of reliability and security to PEC if alternative measures were deployed in the absence of PEC.¹⁸ The AER’s approach is therefore inconsistent with the National Electricity Objective.
- The AER’s approach means *‘that the reopener provisions are very unlikely to operate as the AEMC had intended, which is to ensure that essential transmission projects are not deferred to the detriment of consumers.’*¹⁹

Mr Popple has also reviewed the material provided in Transgrid’s Application relating to reliability and security of supply, and he is unequivocal in his view that Transgrid has demonstrated that Criterion 6 has been satisfied.

To address the AER’s view that Transgrid did not identify specific adverse effects on reliability and security, and that such effects were not material, Transgrid has asked GHD to provide a line-by-line review of AEMO’s correspondence with the AER, which the AER relies on in its consultation paper, to explain how it impacts, if at all, GHD’s earlier analysis and conclusions that were provided as Appendix 6a to Transgrid’s Application. In its letter to Transgrid, which is provided as Attachment 3 to this submission, GHD concludes:²⁰

‘AEMO’s advice to the AER is entirely consistent with GHD’s earlier Statement of Facts, both concluding that not completing PEC Stage 2 would have resulted in significant adverse impacts

¹³ Counsel opinion, [161]-[163].

¹⁴ Counsel opinion, [164]-[170].

¹⁵ Counsel opinion, [171]-[181].

¹⁶ Counsel opinion, [182]-[190].

¹⁷ Popple opinion, p 10.

¹⁸ Popple opinion, p 8.

¹⁹ Popple opinion, p 11.

²⁰ GHD’s letter to Transgrid, p 2.

on the reliability and security of electricity supply, particularly in South Australia. Both assessments highlight that PEC Stage 2 is critical for reducing unserved energy, mitigating reliability risks from generator retirements, and enhancing system security by lowering the risk of South Australia becoming electrically islanded and enabling the relaxation of operational constraints. These impacts are well-documented in multiple AEMO publications and ESOO reports. In summary, GHD considers that AEMO's advice does not conflict with the findings in GHD's Statement of Facts.'

Transgrid has shared GHD's letter with AEMO and asked whether AEMO disagrees with the analysis or conclusions. AEMO has not raised any concerns in relation to the GHD letter and confirmed that are no misquotes of AEMO's reports or material in the GHD letter.

In addition to the material adverse effects on reliability and power system security originally demonstrated in Attachment 6 and Appendix 6a to Transgrid's Application, the GHD letter and AEMO's responses to the AER's questions, referred to in the AER's consultation paper,²¹ reinforce the significant adverse impacts on reliability and security which would have resulted if PEC was not delivered or was substantially delayed.

On the AER's own proposed construction of Criterion (6) as being satisfied if a TNSP can demonstrate material adverse effects to either reliability or security, Transgrid has satisfied Criterion (6) for the reasons set out above and in the Attachments to this covering submission.

²¹ AEMO, Letter to Clare Savage, AER, 1 June 2026, pp 1-2, cited at AER, Consultation Paper, pp 21-23.

Appendix 1 – Document Location Tables

The table below maps each Attachment to the relevant criterion, with file names of documents cited.

Table 1: Supporting Information

Relevant Criterion	Document(s)
All	Attachment 1: Opinion as to the proper construction of NER cl 6A.7.1(a) and responses to the AER's questions
6	- Attachment 2: Charles Popple, Review of NER Clause 6A.7.1(a)(6) and its Application to Project EnergyConnect Reopener - Attachment 3: GHD's letter to Transgrid, 30 September 2026