

Dear Examining Authority

We write on behalf of Innova Renewables Limited (Innova) to provide you with an update on progress between Innova and National Grid (NG) in respect of the interfaces relating to Innova's projects at Parkgate and Hall Farm.

Parkgate

Innova has continued to engage with NG regarding a Statement of Common Ground (SoCG). Innova is working towards a signed version being submitted at Deadline 7. Failing that, by the close of the Examination on 10th August.

The parties are now discussing Heads of Terms for a legal agreement to manage the interfaces between the projects and to confirm NG's planned project changes, which are set out in the draft SoCG submitted at deadline 4, and summarised in our previous representations. Further work is also required with regard to land rights, on which there has been limited discussion with NG to date and they have not set out what rights they require over the Parkgate site.

Through ongoing discussion and agreement Innova expects NG to confirm that it has no issue with the installation of solar panels beneath the proposed overhead lines; that there is sufficient minimal height clearance between the solar panels and overhead line based on NG's design; and that NG will confirm that Tower TB94 (and its associated compound area) will be located completely out of the solar array area.

Provided Heads of Terms are agreed, and the subsequent legal agreement put in place, Innova expects that it will be able to withdraw its objections to the Norwich to Tilbury project. There is no confirmed timeline, at present, for this process to be concluded. Innova will continue to engage with NG on this and update the ExA in due course. But recent overall progress is encouraging.

Hall Farm

Innova notes that NG does not consider that Innova's subsidiary (Hall Farm Solar BESS Limited) should be treated as a statutory undertaker for the purposes of s.127 of the Planning Act. NG says it is in discussion with Innova on this point although Innova has received no correspondence from NG on it to date. Innova considers that NG is taking a very narrow position on this issue given our client has a s.6 Electricity Act 1989 generation licence, a planning permission for its development and an option to exercise a lease (which can be exercised at any point and Innova expects that it will be in place before NG gets and exercises its powers under a DCO). There is no merit in disputing that Innova's Hall Farm Solar BESS Limit is a statutory undertaker for the purpose of this process DCO.

In this regard, NG [see REP5-194] notes that the proposal will not cause serious detriment to Hall Farm's undertaking. NG gives no reason for this. Innova disputes this, particularly given NG is seeking unnecessary and unjustified powers of compulsory acquisition over the Eastern swathe of land (see previous representations from Innova explaining the reasons for this). If NG seeks to install apparatus over the BESS site, it could render the site undevelopable and there is no alternative land for it to be developed. It would also put Innova in breach of the planning permission for its development creating incompatibility between the two developments. This is a serious impediment to the exercise of Innova's undertaking and this is nothing other than serious detriment.

Whilst Innova does not wish to go over old ground again, briefly, Innova again notes that it disputes NG's position, ventilated in REP5-194, that Innova redesigned its proposal to be in conflict with NG's proposal. NG was consulted on the planning application. There was no agreement with NG nor a breach of any arrangement. NG was aware of the planning application and commented on it. It could have maintained involvement in the process and raised comments at any point during the planning application stage prior to determination. It chose not to. In any event, NG knew about the Hall Farm BESS planning application and knew that the approved BESS element was to be sited on the Eastern area of land well ahead of it submitting the application for the DCO. In spite of this, NG included rights of compulsory acquisition over the Eastern swathe of land (for which there is no justification) and it is interacting with consented elements of the western portion of land (including the attenuation pond, haul road, permanent access and 33kv cable).

Innova has explained to the ExA and will reiterate again that it is content to engage with NG on the project interfaces and has proactively proposed solutions to NG. Innova encourages NG to set out what land rights it needs to deliver these solutions. However, the terms of this arrangement need to be secured through a legal agreement and Innova would like them to be agreed as soon as possible. Heads of Terms were issued to Innova on 23 June 2026 and Innova expects to reply to NG with comments on these very shortly.