

Innova Renewables Limited (Innova) provides this update following further discussions with National Grid (NG) regarding the interfaces between its Parkgate and Hall Farm projects and the proposed N-T line.

Parkgate

Innova has signed a SoCG with NG which we understand NG will submit at DL7. We note there a number of points included in the SoCG which are contingent on a legal agreement being completed. Innova has discussed the draft Heads of Terms with NG to progress an agreement albeit these discussions are at a very early stage and we need to understand and agree the main points of principle first. Until an agreement is in place, Innova maintains its objection to the N-T proposal on the terms set out in its previous representations. Innova will provide closing submissions for the benefit of the Examination at Deadline 8 to provide any further update regarding the progress of the legal agreement.

Innova highlights the following points which are agreed as part of the Parkgate SoCG:

1. NG has committed to Innova that it will move its pylon (and its associated construction compound) entirely out of the Parkgate solar area. NG has also agreed that it will not prevent Innova from installing solar panels under the new N-T overhead lines and that there is sufficient minimum height clearance. As noted, these matters will be confirmed in a binding legal agreement. This agreement will also focus on management of future construction interfaces albeit we expect interfaces will be the N-T proposal interacting with a built out solar farm as it is expected to be an operational asset in short order.
2. Innova has received and provided comments on a first draft set of Heads of Terms and we await feedback from NG on our comments as well as further discussion on the same.
3. Innova and NG have agreed to have weekly calls to discuss the Heads of Terms; albeit they have not started as yet (save for an initial call to discuss the approach).
4. Innova still has not had any discussions with or correspondence from NG regarding the land rights it needs over the Parkgate solar farm. Innova has raised concerns regarding this issue previously and encourages NG again to seek these matters voluntarily and by agreement with both the landowner and the project SPV. Innova envisages the legal agreement covering this issue.
5. We do not have an agreed timeline to finalise the legal agreement but we will keep the ExA updated on progress (included post-Examination).

Innova has flagged compatibility issues previously to NG and the Examination. We are aware of the proposed Article 10 in the DCO which seeks to deal with this issue. Given Innova's position that NG should avoid creating a situation where there is inconsistency between its consented development and the terms of the DCO/works to be carried out, Innova does not consider this article is necessary or reasonable in the circumstances and it creates ambiguity. Innova notes the SoS's findings in the Mona DCO Decision Letter which provides "Deletion of (previously) Article 47 (Inconsistent planning permissions) because it is not considered necessary and creates potential ambiguity."

Innova's expectations are that NG will ensure that at all times the Parkgate project remains compliant with all its obligations under the planning permission, the grid offer, land rights it has in place, as well as all other material contracts such as its CfD obligations. Where there is interference/ temporary disruption to the Parkgate project, Innova expects that it is incumbent on NG to either remedy or seek special dispensation on the project's behalf with the various counterparties (i.e. LPA, DNO, LCCC, the landowner etc.)

Hall Farm

Innova has provided final comments on the SoCG to National Grid and we expect a signed version will be submitted to the ExA before the close of the Examination. This confirms a number of agreed matters but also highlights matters which are still under discussion and need to be resolved. This ongoing engagement will continue through the negotiation of an interface agreement between Innova and NG.

On this point, Innova has received a draft set of Heads of Terms from NG for a side agreement. Innova has provided comments on these to NG and has suggested ongoing calls to ensure momentum is maintained in order to progress the agreement. Until this is document agreed, Innova maintains its objection to the N-T proposal on the basis of its previous representations made.

Innova would like to note the following:

1. Innova is pleased to see that NG has confirmed that it will remove all rights of compulsory acquisition that it has sought to date over the Eastern Swathe (as defined in previous representations). NG has confirmed in the SoCG that it will reduce these rights to Class 8 rights within the Book Reference and Land Plans. Innova awaits the updates to these documents and the DCO before it removes its objection regarding this area of land. Innova expects the limits of deviation on the Works Plans will also be amended to reflect this change.
 2. Innova is seeking, as part of the side agreement, to secure a mechanism whereby interfaces between the projects on the western area of land can be resolved. There are a number of approaches which need to be discussed and agreed regarding these interfaces. One point still under discussion relates to Innova seeking an amendment to its planning permission at NG's cost to ensure Innova's consented attenuation basin can coexist with pylon RG04 and the haul road. This approach is by no means settled and will require further thought and discussion to resolve, including a potential alternative approach if required.
 3. NG disputes that Innova's subsidiary (Hall Farm Solar BESS Limited) is a statutory undertaker for the purposes of the DCO and the Planning Act 2008. For reasons previously explained, Innova considers this company is a statutory undertaker by virtue of its generation licence. Moreover, it has an option for lease which can be exercised imminently. On this basis, Innova maintains that this company is a statutory undertaker and that the proposal will cause its undertaking serious detriment.
 4. On this basis, Innova will provide its preferred Protective Provisions (PPs) to be included in the DCO before close of the Examination. It does not consider that the existing PPs in the draft DCO adequately protect its interests.
 5. Finally, no discussions have taken place to date with NG regarding the land rights it needs over the Hall Farm site. We reiterate the point above made in respect of Parkgate on this issue.
- Innova has noted the point above regarding Article 10 of the DCO for Parkgate. Innova reiterates this point for the Hall Farm development too.
- Innova will provide the ExA with an update at the next deadline, as well as a copy of its preferred PPs.