AENC-NG-CNS-REP-0373

Norwich to Tilbury

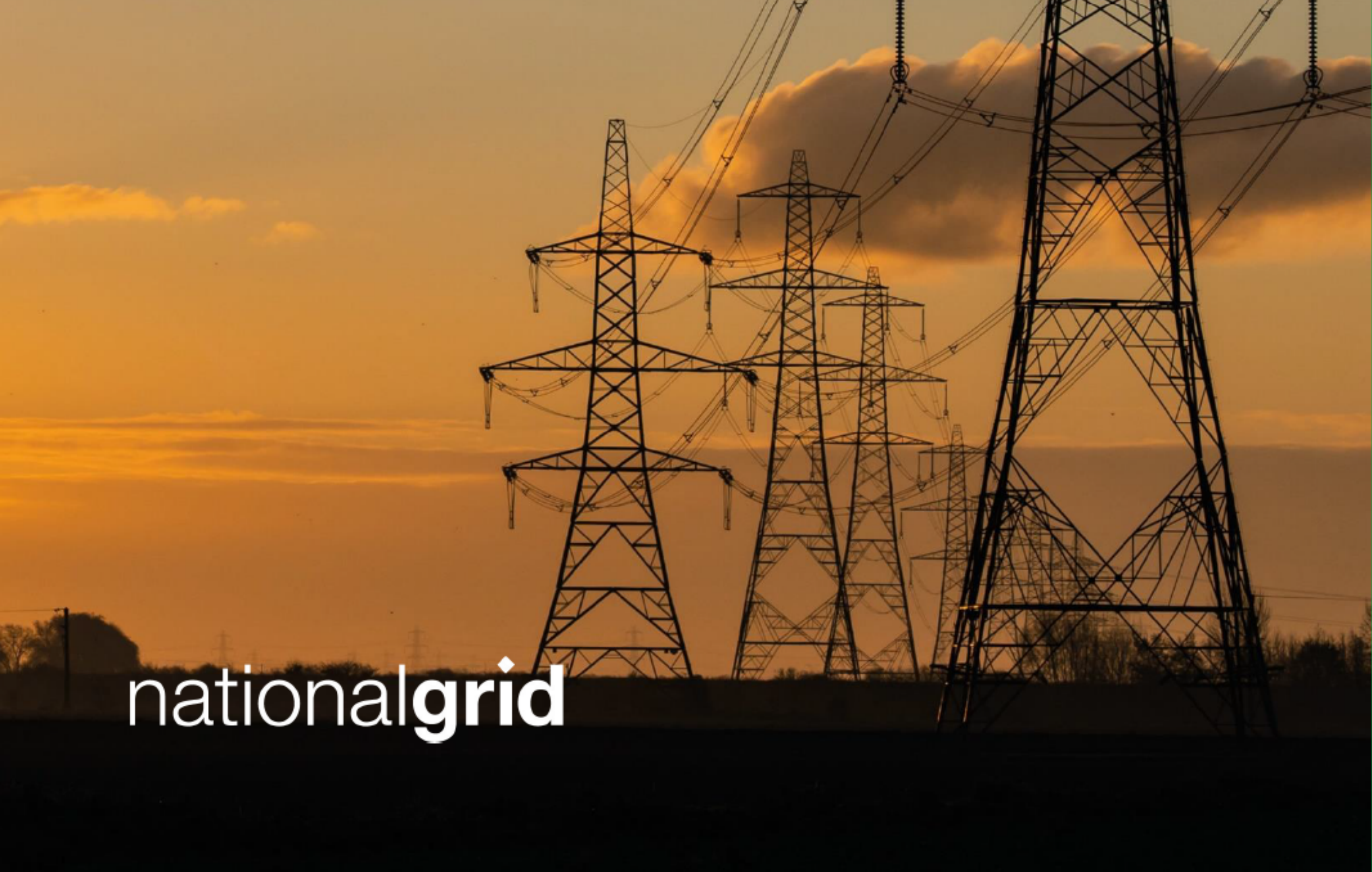
Volume 8: Examination Documents

Document: 8.5.11 Applicant's Written Summary of Oral Submissions and Response to Action Points for Issue Specific Hearing 3

Final Issue A

July 2026

Planning Inspectorate Reference: EN020027



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1. About this Document

1.1 Introduction

1.1.1 This document summarises the case put by National Grid Electricity Transmission plc (the Applicant), at Issue Specific Hearing 3 (ISH3) on 24 June 2026 for the Norwich to Tilbury project (referred to as 'the Project'). Given the current point in Examination and limited number or remaining Deadlines, the Applicant has also provided a response to the matters raised by Interested Parties (IPs) during ISH3 within this document, where appropriate.

1.1.2 ISH3 opened at 2:00pm and closed at 5:07pm. The agenda for ISH3 was published on the Planning Inspectorate's website on 15 June 2026 **[EV2-010]**.

1.1.3 In what follows, the Applicant's submissions on the points raised broadly follow the items set out in the Examining Authority's (ExA) agenda. Where document references are included, these reference the latest versions submitted at Deadline 6, unless an earlier version specifically warrants noting in response to the point raised.

1.1.4 This document also provides the Applicant's response to the ExA's action points for ISH 3, which were published on 30 June 2026 [**EV14-003**] under the relevant item on the agenda.

1.2 Attendees on Behalf of the Applicant

1.2.1 [redacted], Counsel instructed by Bryan Cave Leighton Paisner LLP (BCLP), appeared on behalf of National Grid, the Applicant.

1.2.2 The following representatives were also present:

- [redacted], BCLP
- [redacted], BCLP
- [redacted], the Applicant
- [redacted], the Applicant
- [redacted], the Applicant

1.3 Structure of the Document

1.3.1 This document has one chapter which summarises the oral case made by the Applicant at ISH3 and also the Applicant's response to matters raised by IPs during the hearing. There was no discussion under Item 4: Applicant's Response to Representations on the Change Requests or Item 6: Review of Actions and Close. Therefore, Chapter 2 covers Item 5 only.

2. Applicant's Oral Case ISH3

2.1 Item 5: The Development Consent Order

Table 2.1 provides the summary of the oral case provided by the Applicant at ISH3 and also the Applicant's response to matters raised by IPs under Item 5 of the agenda.

Table 2.1 Item 5 (The Development Consent Order)

Item No.	ExA Description	Applicant's Response
5.1 Articles and Schedules of the draft DCO		
5.1a	**Use of the term 'unreasonably withheld or delayed'** Please justify the position in regard to the retention of this term, '*unreasonably withheld or delayed*', within articles 11(2), 14(4), 16(2) and 16(5B), 17(1B), 20(3), 20(4A), 22(5A), 22(5B), 49(2) and 55(1). The only exception to the above is in relation to Article 15(2A) and 15(2B) related to the	**Oral Summary of the Applicant's Case** The Applicant stated that the underlying purpose of both mechanisms is to ensure the timely delivery of this critical national infrastructure (CNI) project. The deemed consent element provides a clear timeframe for the decision to be made, with scope to extend subject to agreement e.g. for more complex applications. The '*unreasonably withheld and delayed*' wording is to ensure that where matters are quick and easy to resolve then the decision makers should not use the full time for a time period for a determination. A number of authorities have mentioned that it's their duty to act reasonably and that a number of the provisions to which the drafting applies are equivalent to provisions that are contained in highways agreements or sewerage agreements. It would be common for '*unreasonably withheld or delayed*' wording to be included in such agreements, and so, in the Applicant's view, that means the wording should not be contentious, even when coupled with deemed consents. There are examples in other precedents of deemed consents approvals being combined with this unreasonably withheld or delayed wording including the National Grid (Yorkshire GREEN Energy Enablement Project) Development Consent Order 2024, elements of the A112 (Lower Thames Crossing) Order 2025 and also in the Reinforcement to the North Shropshire Electricity Distribution Network Order 2020, which contained both deemed consent and '*not to be unreasonably withheld*' wording in its Article 37 (procedure regarding certain approvals).

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	permanent stopping up of streets and public rights of way where there is no deemed consent specified within those provisions. The other exception to this is protective provisions in schedule 16 where they would have previously been agreed with the relevant statutory undertaker or IP.	The Applicant considers it reasonable to expect to ask the local authority to do its best to do things before the end of the period when it can on this critical national infrastructure project, for example, in the circumstance of multiple applications raising exactly the same issues. **Applicant's Comments on Matters Raised by IPs** The Applicant does not agree with the Suffolk County Council (SCC) comment that by putting this wording into the DCO it would create a criminal offence as a matter of law. The Applicant also considers as a matter of practice, that it would be wholly misconceived and wrong to think that a local planning authority would choose to prosecute itself or one of its neighbouring authorities. Essex County Council (ECC) stated that there is an appeal procedure provided for in Schedule 4 which covers withholding or refusal of consent. There is not anything for cases of delay or unreasonable delay, probably because there are the deemed consent provisions in almost all cases and a general requirement for there not to be unreasonable delay in terms of the DCO does not then go anywhere. As there is no procedure where this is then triggered, the added text is unnecessary. In the Applicant's submission, with respect to the ECC, the additional text is not intended to create a procedure for appeals where the prescribed approval period has elapsed. Rather, it is aimed at ensuring that, where it is reasonable for an approving authority to grant approval earlier than the stated period, it should do so. To give a hypothetical, albeit realistic, example, where a very similar item was approved only the week before, it would be perfectly reasonable to expect the approving authority to approve the same item (all other things being equal) more quickly and efficiently. That is the sole purpose of this provision. It is intended to facilitate earlier approvals where circumstances reasonably permit, rather than to establish any form of appeal mechanism or process for circumstances where the stated approval period has run its course (and as ECC say, that process is already covered in Schedule 4). The Applicant's position remains that relevant planning authorities should be encouraged to make decisions more quickly where the applications before them merit a quick and straightforward decision. The risk to the relevant planning authority for any breach would, in practice, be nil. The Applicant is merely seeking an express reference to what the authorities themselves should do in practice. In those circumstances, the Applicant sees no downside to the authorities in including that express reference in the dDCO. Moreover, the position is supported by the examples from other consented DCOs referred to by the Applicant, where Examining Authorities have evidently taken the view that such wording is appropriate. The Applicant therefore considers that the requested amendment merely reflects established practice and provides helpful

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		clarity, rather than introducing any new substantive obligation. The Applicant therefore maintains that the wording "not to be unreasonably withheld or delayed" ought to remain coupled with the deemed consents.
5.1b	**Article 10 (Planning permissions and other consents):** Within this article, what differentiates the DCO being sought from other DCOs - The need for an additional sub-paragraph required making it clear nothing in the article prevents any enforcement action under the Town and Country Planning Act 1990 or the Planning Act 2008 from being taken in relation to any breach of that permission or consent where that breach is not an inconsistency for the purposes of Article 10(2)	**Oral Summary of the Applicant's Case** The Norwich to Tilbury order in Article 10 is referred to as 'this Order'. This is how the Norwich to Tilbury DCO is referred to throughout the 3.1 Draft DCO, so the consistency is carried through. Other DCOs are referred to by more a general reference to development consent granted under the Planning Act 2008. However, the Applicant is happy with the principle of the proposed additional paragraph, recognising consistency with the wording in the draft Sea Link DCO, and agreed to include this within the 3.1 Draft DCO at Deadline 6. **Action Point 1: Additional sub-paragraph to be inserted in the deadline 6 version of the draft development consent order (DCO)** The Applicant has updated Article 10 (Planning permissions and other consents) in **3.1 Draft DCO [Revision F]** to include a new paragraph (4) to reflect article 10(4) of the draft Sea Link Order.
5.1c	**Part 5 (Acquisition and Possession of Land) Articles 24 to 46:** Works plans and book of reference include	**Oral Summary of the Applicant's Case** The Applicant considers that the DCO is sufficiently clear and there is no need to remove the Class 8 white land from the works and land plans. The Applicant noted that this is the largest and longest DCO and that it would take significant time and money to update the land and works plans for something that is unnecessary. The Applicant noted the ExAs comment regarding whether there needs to be a line added to the draft DCO specifically excluding Class 8 land and agreed to take this away and respond in writing.

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	land classifications as Class 8, which is land not subject to powers of acquisition nor temporary possession. Should the power within part 5 of the DCO related to acquisition and possession of land, be clear that the land shown in class 8 of the works plans or in the book of reference cannot be subject to powers of acquisition nor temporary possession.	**Applicant's Comments on Matters Raised by IPs** The Applicant noted SCC that the principle of Class 8 white land is accepted. The Applicant agreed to review the work undertaken by SCC looking at consistency in approach and wording across different DCOs, whilst noting that inconsistent positions does not mean that one is correct and another is incorrect. **Action Point 2a: Provide clarity that Class 8 land, as identified in the works plans and in the book of reference, cannot be subject to powers of acquisition nor temporary use.** The Applicant's **4.3 Book of Reference [REP5-072]** identifies plots shown uncoloured (white) on the **2.2 Land Plans** where the requirement for compulsory acquisition and/or temporary possession fell away prior to submission of the application, or has since been removed, and in respect of which no land rights are sought. These plots are recorded as Class 8 (uncoloured (white)) in Table 2.1 of the **4.3 Book of Reference [REP5-072]** and on the **2.2 Land Plans**, denoting land that is not subject to any powers of acquisition or temporary use under the Order. The draft Order distinguishes, in the usual manner, between "Order land" (the land shown on the land plans and described in the Book of Reference) and "Order limits" (the limits shown on the works plans within which the authorised development may be carried out). White land falls within the Order limits but is described in the Book of Reference as Class 8 land in respect of which no rights are sought. By written question DCO 1.A7, the Examining Authority asked whether Class 8 (uncoloured (white)) land, as recorded in Table 2.1 of the Book of Reference, should be specifically defined and excluded from the compulsory acquisition and temporary possession articles, or through the definition of "Order land" itself, so as to put beyond doubt that such land is not unintentionally subject to those powers. The Applicant is content to provide the additional clarity requested in DCO 1.A7, and discussed at ISH 3 (Development Consent Order), in the precise form proposed by the Examining Authority: namely, by inserting a new definition of "white land" into Article 2, amending the definition of "Order land" to exclude white land. Whilst the Applicant has considered and is grateful to Suffolk County Council for sharing its work on this matter, the Applicant does not consider it appropriate or necessary to seek to address this matter by wholly redefining "Order land" by reference to a compressed summary phrase purporting to capture the range of interests and rights to be acquired in it or forms of uses to which it is to be subject. That is properly the

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		established function of the Book of Reference and Land Plans, plot by plot. It is simpler, and more precise, to exclude "white land" from Order land by definition, as the Examining Authority proposed.
		Action Point 2b: Suffolk CC to provide details of work it has undertaken comparing different approaches across different DCOs in regard to 'white land' to the applicant as soon as possible. The Applicant is to provide its comments in response (at Deadline 6) Suffolk County Council provided details of its work before the conclusion of ISH3. The Applicant's comments are set out above.
		Post Hearing Update The Applicant has updated the **3.1 Draft DCO [Revision F]** to: a) amend the definition of "Order land" to read: "means the land shown on the land plans and described in the book of reference <u>excluding the white land</u>"; and b) add a definition of "white land" that reads "means the land uncoloured (white) and identified as "Class 8 – Land not subject to powers of temporary acquisition nor temporary use" on the land plans and recorded as Class 8 in table 2.1 of the book of reference".
5.1d	**Article 48 (Defence to proceedings in respect of statutory nuisance)** Should Article 48(1B), have a reference to the Requirement 14 within Schedule 3 and needing to comply with that?	**Oral Summary of the Applicant's Case** The Applicant confirmed that Article 48(1)(a) provides a defence in specific circumstances in relation to noise arising from construction and maintenance activities, whilst Article 48(1)(b) provides a defence in specific circumstances in relation to noise arising from operational activities. The Applicant agrees that Article 48(1)(b) should also apply to Requirement 14 and any proposed additional noise requirements should they come forward. The Applicant agreed to update the draft DCO at Deadline 6 to this effect.
		Action Point 3: Amendment to take account of Schedule 3, requirement 14 (Control of Noise During Operational Stage) The Applicant has updated Article 48 (defence to proceedings in respect of statutory nuisance) of **3.1 Draft DCO [Revision F]** to refer to Requirement 14 (control of noise during operational stage).
5.1e	**Article 50 (Felling and Lopping)/ Article 51**	**Oral Summary of the Applicant's Case** The Applicant agreed with this in principle and will provide proposed updated wording at Deadline 6.

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	(Trees subject to Tree Preservation Orders): In the light of the Ancient Woodland Technical Note should a sub-paragraph be inserted in these articles specifying paragraph (1) does not apply to any trees identified as ancient or veteran unless they have previously been agreed to be removed or are agreed to be dead, dying or dangerous by the relevant planning authority and there is no alternative to their removal?	The significant number of veteran trees impacted was down to four and is now down to one. This was explained further at ISH4. **Action Point 4: Apply sub-paragraph regarding ancient or veteran trees regarding paragraph (1) not applying to any trees identified as ancient or veteran trees, unless they have previously been agreed to be removed by the relevant planning authority or are agreed to be dead, dying or dangerous by the relevant planning authority and there is no alternative to their removal.** The Applicant has updated the wording of Article 50 (Felling and Lopping) and Article 51 (Trees subject to Tree Preservation Orders) to include an additional paragraph to ensure that the works listed do not apply to any tree identified as ancient or veteran unless it has been previously been agreed to be removed or managed or is agreed to be dead, dying or dangerous by the relevant planning authority and there is no alternative to its removal or management.
5.1f	**Article 56 (Safeguarding)** Has there been any discussion with the Department for Energy Security and Net Zero (DESNZ) concerning the issuing of a safeguarding direction	**Oral Summary of the Applicant's Case** This is a standard article for DCOs in circumstances such as this and the Applicant does not consider there to be any duplication with other regimes with regards to safeguarding, because the DCO is the first and primary place where a safeguarding article should appear. A DCO is the equivalent of an Act of Parliament and is at least as secure as a formal safeguarding issued by the Secretary of State. The underlying ethos for the Planning Act 2008 was to be a 'one-stop shop' and therefore should be the primary way in which safeguarding is undertaken, rather than requiring a separate application being made to DESNZ or another Government department. This is considered to be the safest and most proportionate way to deal with safeguarding.

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5.1g	**Schedule 16 Protective Provisions** Update on parties seeking protective provisions and when these are to be included within the draft DCO	**Oral Summary of the Applicant's Case** The Applicant made no points on this matter but noted the request from the ExA to include the Protective Provisions in the DCO at Deadline 6. There are 16 Protective Provisions currently proposed to be included in the DCO at Deadline 6, (eight of which were already included in Examination to date). Of the eight already included, the Applicant has updated three sets of the existing Protective Provisions at Deadline 6, namely those with the Flood Authority, the Local Highways Authorities and National Highways. The Applicant noted that there is a judgement call about when to enter the Protective Provisions into Examination, as some parties that would prefer the protections to go into a separate side legal agreement, but noted that the ExA was keen to see the current status of Protective Provisions.
		Applicant's Comments on Matters Raised by IPs **IP comment:** Mr Bedford for SCC acknowledged that the ball was in the local highways authorities court in respect of the draft protective provisions for the benefit of local highway's authorities, in respect of which the Council's were intending to take a co-ordinated response and considering the merits of the drafting of the protective provisions and a draft framework agreements and would be responding to the Applicant soon. **Applicant Response:** The Applicant requested the Councils to provide comments on the highway and protective provisions as quickly as possible. **IP Comment**: in respect of flood authorities both SCC and NCC raised concerns regarding the disapplication of Section 23 of the Land Drainage Act 1991 and the Applicant proposing to reduce the 62-day period of approvals to 28-days and noted that the Councils would need to consent to the disapplication but noted that common ground could be reached. **Applicant's response:** The Applicant requested if the Councils could provide comments on any further matters, other than the time-periods or approval, that it needs to consider and the Applicant would continue to seek agree to agree both the wording of protective provisions for the flood authorities and the principle of disapplication of section 23. The Council's provided comments on the Protective Provisions for Flood Authorities on 25 June and the Applicant provided updated protective provisions on 3 July to NCC and SCC which incorporated all the requested amendments save for one requested amendment. The Applicant has included what it anticipates to be agreed Protective Provisions for the Flood Authorities in 3**.1 Draft DCO [Revision F]** at Deadline 6. The Applicant will seek the Flood Authorities confirmation that the Protective Provisions are agreed and to agree the disapplication before Deadline 7.

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		IP comment: National Highways note that the Lower Thames Crossing protective provisions will be separate to those for National Highways that currently appear in part 5 of schedule 16. National Highways want to put on the record that there are provisions that National Highways would like to see included in the Protective Provisions for their benefit which are not currently included in the version in the DCO and accordingly that the Protective Provisions are not currently agreed. There is a risk that agreement will not be reached during examination. **Applicant's response:** The Applicant will submit a further version of the Protective Provisions for National Highways at Deadline 6, which they acknowledge are still not agreed. The Applicant will continue to seek to negotiate with National Highways and will provide an update on the position reached at Deadline 7.
		Action Point 5: Include drafts of all bespoke protective provisions whether agreed or still under discussion The Applicant has included the following new protective provisions in **3.1 Draft Development Consent Order [Revision F]** at Deadline 6: • Affinity Water Limited • Northumbrian Water Limited • Anglian Water Limited • Network Rail • National Gas Transmission PLC • Equinor • Exolum Pipelines Limited • Water Management Alliance The Applicant has updated the following existing protective provisions in **3.1 Draft Development Consent Order [Revision F]** at Deadline 6: • National Highways • Local Highway Authorities • Flood Authorities The Applicant understands that Lower Thames Crossing will require Protective Provisions to be included in the Order. The Applicant awaits sight of Lower Thames Crossings Protective Provisions and to the extent

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		that these cannot be agreed once received, will include the Applicants best offer within the DCO at Deadline 7. In addition, two additional parties have requested protective provision very recently, these are Tarchon and SPR entities (SPR, EA1 Limited and EA3 Limited). The Applicant is reviewing and considering these Protective Provisions and will include their best offer in the Order at Deadline 7.
5.2 Schedules 3 and 4 of the draft DCO (Requirements and Discharge of Requirements)		
5.2a	**Requirement 5 (Archaeology)** Restricting pre-commencement works and the applicant's comments [**REP5-201**], especially on responses to question DCO 1.S8 Schedule 3 – Requirement 5 (archaeology) on pages 23 and 24 of that document.	**Oral Summary of the Applicant's Case** The Applicant did not speak first and only responded to matters raised by IPs (see below).
		Applicant's Comments on Matters Raised by IPs In response to SCC, who have requested that pre-commencement works are the subject of prior evaluation or investigation through a requirement, as proposed in the Sea Link DCO, the Applicant maintains that a blanket requirement, where risk to archaeology is not consistent across the board, is neither reasonable nor proportionate. As presently drafted, any breaking of ground, however minor, which would including putting a single fence post in for preliminary enclosure work, would be caught by this requirement. The Applicant notes that Historic England has confirmed it is satisfied with both the revised Requirement 5 drafting and the revised **7.5 Outline Archaeological Mitigation Strategy and Outline Written Scheme of Investigation [REP5-161].** A blanket prohibition must only be included if it can be justified on the facts. The Applicant's position is that Sea Link is different, it is geographically separate from Norwich to Tilbury and has specifically different archaeological potential to Norwich to Tilbury, including the shoreline which was referred to in that project's hearings. Norwich to Tilbury has a very different profile in respect of the scale and the delivery programme. The position faced by the Sea Link project in respect of archaeology is very different to the position faced by the Norwich to Tilbury Project and, therefore, it is neither appropriate nor proportionate in this case to apply a blanket restriction on pre-commencement works that involve breaking ground.
		Post Hearing Update A blanket prohibition must only be included if it can be justified on the facts. As noted above, the Applicant's position is that Sea Link is different, it is geographically separate from Norwich to Tilbury and has

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		specifically different archaeological potential, including the shoreline which was referred to in that project's hearings, its scale and the delivery programme. The current system set out in the revised **7.5 Outline Archaeological Mitigation Strategy and Outline Written Scheme of Investigation [REP5-165]** submitted at Deadline 5 means that: • Pre-commencement activities with potential to result in impacts to archaeology are already included in the scope of archaeological evaluation, which has either been completed or is planned, with mitigation determined where relevant following evaluation • Requirement 5 therefore ensures that appropriate archaeological protections are in place for pre-commencement works that may be reasonably expected to impact archaeology and no further amendment to the wording is necessary • In addition, certain pre-commencement works (those with a small, defined construction impact where potential for archaeological remains is low) could be mitigated through archaeological monitoring and recording, which would ensure the works would be undertaken under the supervision of an archaeologist who has the right and the ability to stop the works if archaeology is found during any intrusive activities (see paragraphs 5.3.152 to 5.3.149 of **7.5 Outline Archaeological Mitigation Strategy and Outline Written Scheme of Investigation [REP5-165]**) • Written schemes of investigation would be agreed for these activities as set out in **7.5 Outline Archaeological Mitigation Strategy and Outline Written Scheme of Investigation [REP5-165]**. The Applicant's position remains that, given its extensive trial trenching and the protections set out in **7.5 Outline Archaeological Mitigation Strategy and Outline Written Scheme of Investigation [REP5-165]** and Requirement 5, insufficient justification has been provided to warrant a blanket restriction on pre-commencement operations that involve breaking ground.
5.2a	**Requirement 5 (Archaeology)** Revised wording in the **draft DCO [REP5-060]** and the meaning of the	**Oral Summary of the Applicant's Case** The intention of the words, 'relevant land', was to specify the particular evaluation works to which the Detailed Written Scheme of Investigation would apply. The Applicant agreed to take this away and look at whether to update the wording at Deadline 6.
		Applicant's Comments on Matters Raised by IPs No matters were raised by IPs on this matter.

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	wording 'the relevant land'	**Action Point 6: Include additional wording defining the term 'the relevant land'** The Applicant has deleted the words "relevant land" in **3.1 Draft Development Consent Order [Revision F].**
5.2b	**Requirement 7 (Construction hours),** including start-up and close down periods. The Applicant has provided a high-level model exercise for the construction programme. This indicates that the removal of Sundays and public holidays would result in a 9.5 week delay to the energisation date. Taking into account the feedback from the LPA, the ExA needs to understand why 7.00 until 7.00, plus two hours (one hour either side) is actually required, given only a potential 9.5 weeks delay over the entire construction programme?	**Oral Summary of the Applicant's Case** The Applicant confirmed that the 9.5 week delay would be over the lifetime of the project but with the caution applied to the modelling results, as set out in **8.9.2 Applicant's Response to Second Written Questions [REP5-211]**. The Applicant considers the percentage loss of time, which is an annual figure that accumulates, is a more appropriate way of looking at the risk of delay because it shows the importance of staying on target to the overall delivery of the project as a whole for this critical national priority project. One of the key issues with the modelling as presented is that it does not take into account the 12-day shift pattern which is standard for the specialist construction workforce used on electrical infrastructure projects such as Norwich to Tilbury. This workforce may relate to overhead line work, substations, cables, civils, and we often refer to them as packages of work or workforce relating to a package of work. A 7.00am until 7.00pm and the 12-day shift pattern, is standard industry practice in the overhead line industry and all of National Grid's overhead line refurbishment projects and recent DCO applications programmes are developed on this basis. It is also important to recognise that each package of works are different. For example, if there is an overhead line teams on site pulling conductors, we are not able to have other construction workers for other work packages such as civils working on haul roads under the overhead line, because of health and safety risks. Therefore, different workforces within each package may work different 12-day patterns. In that respect, whilst you may have your overhead line team working a 12-day pattern, you may have another one of the workforce types working a different 12-day pattern. Therefore, you might have overhead lines working one weekend and cables another weekend. The fundamentals around this are to ensure health and safety on site so that when one work activity is taking place, other work activities may be constrained. Flexibility is needed to manage the construction sequencing including accommodating weather-related disruptions, unforeseen ground conditions and outage requirements. The programme modelling cannot account for all the potential delays that can take place on the project. The Applicant considers that there should be clear and evidenced reasons for having project-wide blanket restrictions to the working hours because the law requires restrictions are necessary and proportionate, based on evidence as set out in section 120 of the Planning Act 2008.

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		The evidence in Examination establishes that the majority of the construction phase will take place in rural areas where there are few receptors and no likelihood of noise or disturbance. Targeted mitigation, secured through the CoCP and Requirement 4, is proposed in the very small number of areas where there is the potential for a significant effect. There is no evidence that there is likely to be unacceptable impacts on human health. Therefore, there is no justification for a blanket restriction in terms in terms of impacts on human health based on the proposed working hours as presented in **6.14 Environmental Statement Chapter 14 Noise and Vibration [APP-256]**. The assessment is based on the proposed working hours and internationally accepted thresholds. It accepts and delivers temporal restrictions where they are justified, which are secured through the CoCP, which would be enforced by the LPAs. In addition, to this, this is a largely linear infrastructure project. The construction of the overhead line in particular, would be from pylon to pylon and line by line, where works are undertaken in a given location and then move to the next section. Therefore, the argument posed by the LPA that there is a need for blanket restrictions due to respite from constant construction activities, is therefore less applicable and less convincing. The question is then '*Is this a respite case in the same way as others are*' or is this more '*a respite case where it's an allegation of a general position of respite?*', which the Secretary of State gave little weight to in Yorkshire GREEN, as it was not substantiated by technical evidence. In addition, to the above, the benefits of the restrictions need to be weighed against the very significant harms of delay. The criticality and urgency of the project is weighed in the planning balance when considering constraints which would potentially impact the delivery of the project to schedule. EN-1 makes it clear that the criticality and urgency of the CNI Project and the consequences of delaying it are a material consideration in the decision making. There are also two further reasons that post-date EN-1, which must be put into the balance when determining whether the restrictions and any benefits that flow from them outweigh the harms of further delay: • The position of NESO[1], which advises decision-makers that the need for the delivery of Norwich to Tilbury is what it calls 'mission critical' and 'urgent', and, in its words, Government and decision-makers '*should now be prioritising pace over perfection*'. DESNZ recently stated that, if Norwich to Tilbury cannot be accelerated (its aim is that the project should be accelerated, not further delayed), to 2030, then constraint payments paid to offshore wind operators in the sum of £2.7-2.8 billion million per annum

[1] National Energy System Operator (2024), *Clean Power 2030: Advice on Achieving Clean Power for Great Britain by 2030*

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		will be payable by the billpayer, meaning significant increases to all customers across the UK. Any acceleration would bring reduced constraints, which is a public benefit that you put into the balance. • There is now an enhanced and urgent need for security of cheaper domestic provision in restoring the national security of energy. The Iranian conflict emphasises the lack of geopolitical stability and strengthens the need to accelerate. Accelerating delivery and avoiding delay are both hugely consequential and fall to be weighed in the balance when considering provisions to ameliorate what are temporary construction disturbance issues. Any provisions which cause delay to delivery, particularly blanket, project-wide delivery constraints would have to be clearly evidenced and justified and would need to pass the tests of necessity which are set by section 120 of the Planning Act. In summary: • The 9.5 weeks given cannot be interpreted in isolation for reasons that the Applicant has outlined previously in response to DCO S.10 of **8.9.2 Applicant's Response to Second Written Questions [REP5-211]**, for example, it does not factor in the 12-day fortnight, which is industry-wide for delivery of pylons. • The government is being advised by NESO that there is a requirement to accelerate, not to decelerate this CNI project. Imposing conditions that mean the Project is delivered slower would be contrary to that advice, and the public harms that flow from it. • The Applicant states that evidence needs to be provided to support the need for blanket restrictions given the rural nature of the environment, with few receptors and the transitory nature of a large proportion of the construction works. This needs to be compared to the evidence presented in ES Chapter 14 which concludes that with the relevant measures set out in the CoCP there would be no harm to human health.
		Action Point 7a: Further to ExQ2 DCO 2.S10, provide a clearer explanation of real-life impact of removing: a) just Sundays b) bank and other public holidays c) Sundays and bank and other public holidays from the construction hours sought in terms of its impact on the energisation date, as set out in the baseline construction programme The Applicant has responded to this Action Point in Annex A.

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		Action Point 7b: Provide an explanation of what impact such restrictions on the applicant's proposed working hours would have in terms of the delivery of the proposed development, over the entire construction period, based on the specialist nature of the project, including in relation shift patterns and the use of specialist contractors. The Applicant has responded to this Action Point in Annex A.
		Post Hearing Update The Applicant has provided further detail in Annex A to justify why it needs the working hours set out in the draft DCO. In response to SCC and ECC who suggested that the Applicant could adopt more stringent hours but request an extension on a case-by-case basis for extending the hours, the Applicant does not consider this to be practical when delivering a 180km project across 13 host authorities. Having to make applications to the relevant LPA for extending time each time there is a potential delay or constraint on the programme, would affect delivery of this CNP infrastructure project, as the applications in themselves are likely to delay the programme further. SCC consider that the Applicant has devised its critical path that without directly assuming that they would get the extended hours that it has asked for in this order. It then states that they need longer hours to deal with flexibility. Therefore, SCC has suggested a requirement, where the Applicant can request extended hours from the local authority, and if there's a good reason, no doubt they will be acceded to. This is not a correct interpretation. As explained in response to DCO S.10 of **8.9.2 Applicant's Response to Second Written Questions [REP5-211]** productivity is a factor that was not captured by the baseline model. To expand on this, if a model shows that a project is deliverable based on a 40 hour week but it assumes 100% productivity (which the response to DCO S.10 explains is not the case in the construction industry in real terms) then the Applicant has to factor that into their hours. At 50% productivity would require an additional 40 hours per week to achieve the assumption in the model. The written response then went on to explain that modelling results alone should not be looked at in isolation and expanded on industry patterns of working and the need to make back time lost to unforeseen circumstances. Working hours are not a science that can be simply modelled. A model is primarily a contractual tool to provide an auditable baseline. Working hours are developed by layering a number of considerations. The applicant explained in its response to DCO S.10 that high level modelling was provided. This involved making informed manual assumptions to try and capture other considerations that inform working hours. Please refer to Annex A of this response for further explanation that has been developed in more detail since the close of the hearings.

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		SCC note the conclusions of the Sea Link Examining Authority, who also recommended reduced working hours in order to provide community respite. Sea Link is also one of the projects referred to in Clean Power 2030 in the same breath as Norwich to Tilbury, as having the same urgency attached to it. In terms of the NESO report and the constraint payments, SCC say that the Applicant has still not adequately explained the up-to-date position on the timing of the other generation projects which would generate a constraint payment. If those generation projects are not delivered to the timelines that had been assumed, there would be no constraint payment to be made. SCC had already provided evidence that it appears perfectly clear that Norwich to Tilbury is going to be delayed to 2031, so it's something of an artificial point that if the delay were of the order of 9.5 weeks, SCC would say that is not at all disproportionate to the benefit that is then gained to the communities affected in terms of having the certainty of periods of respite on the Sundays. Whilst the Applicant note SCC position, we consider that this misunderstands the role of National Grid Electricity Transmission in delivering the Project. NGET has agreed connection dates with customers and has statutory and licence obligations to use all reasonable endeavours to facilitate those connections. Whilst NGET is not responsible for, nor able to control, the delivery programmes of third-party projects, it must nevertheless seek to ensure that the transmission infrastructure required to support those connections is available when required. The Applicant therefore does not consider it appropriate to assume that a delay to Norwich to Tilbury would be inconsequential simply because some connecting projects may themselves experience delays. The Project has been developed to support an agreed programme of network reinforcement and to enable contracted customer connections. Delays to the delivery of the transmission network can result in increased electricity system constraint costs, which are ultimately borne by consumers. The Applicant must therefore do its utmost to achieve the planned energisation date and considers that maintaining the assessed construction working hours is necessary to provide the programme resilience and flexibility required to do so. ECC do not consider there is a need to provide technical evidence to conclude that it's necessary and reasonable to impose some restrictions on working hours. The standard construction hours limiting bank holiday working is widely imposed on projects of all types and scales, as it is recognised that there are likely to be particular impacts from evening and weekend noise and disturbance. This is supported by documents like BS 5228-1 and World Health Organisation guidance. ECC maintain that there is no justification for

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		extended hours across the board, and a better way to deal with it would be to have standard hours and the scope for extending those in particular cases where that's appropriate. The Applicant notes ECC position that there is no need to provide technical evidence to justify restrictions on working hours and that standard construction hours are commonly imposed across a range of projects. The Applicant respectfully disagrees with this position. The purpose of the Environmental Impact Assessment process is to assess the likely significant effects of the specific project proposed, taking into account its characteristics, location, construction methodology and embedded mitigation. The construction hours assessed within the Environmental Statement form part of the project parameters against which the assessment has been undertaken and, as demonstrated by that assessment, the proposed working hours do not give rise to unacceptable environmental effects. The Applicant therefore considers that any proposal to impose more restrictive working hours should be supported by evidence demonstrating why the assessed and mitigated working hours are inappropriate in the context of this Project. The Applicant does not consider it appropriate to rely solely on working hour restrictions applied to other projects of differing types, scales and circumstances, as this would undermine the project-specific and evidence-led approach that underpins the EIA process. In relation to Essex County Council's suggestion that standard working hours should apply, with extensions sought on a case-by-case basis where necessary, the Applicant has responded to this point within the **8.30 Applicant's Response to Rule 17 Letter received 30 June 2026.** As set out therein, the Applicant considers that the proposed construction hours represent an appropriate and proportionate construction envelope that has been assessed through the EIA process and is necessary to provide programme resilience and delivery certainty. Requiring routine applications for extended hours would introduce additional administrative burden and uncertainty without any corresponding environmental benefit, particularly where the assessed impacts of the proposed construction hours are already considered acceptable and are subject to the controls and mitigation secured through requirement 4 and requirement 7 of the **3.1 Draft DCO [Version F].**
5.2c	**Requirement 12 (Design of permanent buildings)** Question why this is limited to permanent buildings only, and views on a	**Oral Summary of the Applicant's Case** The Applicant noted the ExAs response that the question related to any above ground structures. The Applicant has reviewed the list of permanent and non-permanent buildings and considers that this is best dealt with in the Design Approach to Site Specific Infrastructure (DASSI). The Applicant agreed to update the definition of a building against s64 of the Electricity Act 1989 in the DASSI for Deadline 6 and to also respond in writing to the ExA's question.

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	sub-paragraph being imposed requiring details of all above ground works at substations being submitted to and agreed with the relevant planning authority prior to works commencing	The Applicant also noted that the DASSI was updated at Deadline 5 to include reference to a design review process, which would form the control mechanism for securing details with relevant parties.
		Action Point 8: Provide further explanation in updated design and access statement regarding mechanism of securing details of non-permanent buildings and above ground works at substations. The Applicant has provided a further explanation regarding the mechanism for securing details of non-permanent buildings and above ground works in the **7.15 Design and Access Statement [Revision C]** (see section 5.6 Secure). The purpose behind Requirement 12 is to ensure appropriate design aesthetics to permanent buildings across existing and new substation sites informed by a design review. Requirement 12 also provides the ability for the LPAs to influence the colour finish of permanent buildings where this does not compromise operational safety, security or effectiveness. The Applicant explains below why only permanent buildings are referred to under Requirement 12. **<u>Not necessary to control non-permanent buildings due to other controls in the DCO</u>** The non-permanent buildings at the proposed and existing substations are limited to site cabins. The details are already bound by the parameters set out in the Environmental Statement (restricting the standard modular site cabins to two storey in height) and enforceable controls including GG18 in **7.2 Outline Code of Construction Practice [Revision F]** (requires appropriate site layout and configuration of non-permanent buildings to avoid effects on surrounding receptors). Given the site cabins have not been assessed in landscape and visual terms as causing significant environmental effects, it is not considered necessary or proportionate for further details on the colour finish to require approval by the LPAs. Planning guidance on the use of conditions and the interchangeable application for requirements in a DCO[2] is clear these should be tailored to mitigate specific effects, rather than standardised or used to impose unnecessary controls. The Applicant is committed to ensuring the contractors use a standard unified colour system at the compound sites for substations given the length of time the construction works will be ongoing and to demonstrate compliance with existing controls. A new commitment has been added under GG18 to **7.2 Outline Code of Construction Practice [Revision F]** submitted at Deadline 6 that requires the Main

[2] Ministry of Housing, Communities and Local Government and Department for Levelling Up, Housing and Communities (2024) Planning Act 2008: Content of a Development Consent Order required for Nationally Significant Infrastructure Projects

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		Works Contractor(s) to provide details of the colour and material finish of the non-permanent buildings in the Final CoCP submitted for approval under Requirement 4 of the Draft DCO for information only. **Operational safety, security, functionality and performance requirements** The other above ground works at substations includes those components that fall under the definition of electric line and electric plant as defined under the Electricity Act 1989. The Applicants design control document **7.16 Design Approach for Site Specific Infrastructure (DASSI) [Revision D]** confirms there is no scope to vary the colour and finish of the electrical equipment needed at the substations (see 5.2.21 and 5.2.40). Typically, busbars and clamps are manufactured from aluminium (dull silver grey). Insulators are either porcelain (usually reddish brown/grey) or silicone (usually grey) and the manufacturers of equipment vary in their preference. Steel support structures within the compound would be left in a galvanised finish (dull silver grey) to avoid maintenance requirements in close proximity to ‘live’ equipment. Since the DASSI is a certified document under Schedule 19 in **3.1 Draft DCO [Revision F]** there is no need to provide further details. The DASSI contains sufficient detail for the remaining above ground works and electrical circulatory equipment to not require further approval in a requirement. It is unnecessary to repeat provisions in a requirement imposed on the same consent. The only other above ground works that do not constitute a building in the traditional sense and electrical plant or machinery includes permanent substation perimeter fencing and gates (see 1.3.28-1.3.29 and 1.3.42-1.3.43 in **7.16 DASSI [Revision D]**). The DASSI confirms that all permanent site perimeter fencing cannot be painted due to future maintenance issues, so there is no scope for variation. The Applicant refers to the case made by National Grid in the ExA’s recommendation report in the Yorkshire GREEN Energy Enablement Project (EN020024) Development Consent Order 2024 explaining why galvanised steel has been selected - see paragraphs 3.13.32 to 3.13.33 (page 119) of the ExA's recommendation report: ‘*The Applicant provided a robust, technical case with appendices for the reasons why galvanised steel has been selected. It set out an appendix providing evidence of the durability of powder coating versus galvanising and another appendix which demonstrates that the life expectancy of 85 micron thick hot dip galvanized steel is 57 years for Monk Fryston and 85 years in the York area, which would comply with the Applicant’s minimum design life of 50 years. This contrasts with powder coating which it is stated would be 20 years.*

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		The Applicant concluded that the cost, programme, and security implications of providing a powder coated finish would be demonstrably greater than the standard galvanised option. It therefore plans to proceed with galvanised only fencing for all sites. If a powder coated application is specified, there would be programme, cost, security and operational safety implications arising from the need to remove and repaint an existing fence of an operational high voltage substation. It states that this would not be acceptable, even if the increased costs could be accommodated because any maintenance would likely require bespoke and complex mitigation to ensure security and safety throughout [REP5-083], Q7.0.1, [REP5-084], Appendix C and D.' The Applicant also refers to section 3.3 (page 43-44) in the **7.16 DASSI [Revision D]** that specifies the standard design details for fencing to support the description provided for the EACN and Tilbury North substations (section 1.3.28-1.3.29 and 1.3.42-1.3.43 in **7.16 DASSI [Revision D]**). NPS EN-1 (2024) recognises (our emphasis) *'…high quality and inclusive design goes far beyond aesthetic considerations. The functionality of an object – be it a building or other type of infrastructure – including fitness for purpose and sustainability, is **equally important**.'* The Applicant has therefore carefully considered both functionality (including fitness for purpose) and aesthetics as far as possible within the technical restrictions to not compromise performance, safety and security requirements when deciding what elements of the scheme is included in Requirement 12 and the level of detail requiring approval from the LPAs.
5.2d	Requirements related to Management Plans, mitigation of intra-project cumulative effects and the provision of as built details to relevant local authorities.	**Oral Summary of the Applicant's Case** The Applicant made no oral case on this matter as the ExA said it would put its questions in a Rule 17 letter. **Post Hearing Update** The ExA issued a Rule 17 - Request for further information from the applicant and all local authorities relating to matters deferred from issue specific hearing 3 (draft DCO) and issue specific hearing 4 (socio economics) **[PD-029].** The Applicant has responded to this in **8.30 Response to Rule 17 Letter received 30th June 2026 [Revision A].**
5.2e	The Applicant will be asked to talk the ExA through its 'Proposed	**Oral Summary of the Applicant's Case** The Government has accepted Recommendation 30 of the Nuclear Regulatory Review 2025 (Fingleton Review) and said it will establish a new unit to consolidate and deliver post-consent discharge functions in

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	Approach to Adopting the DESNZ Requirement Discharge Units for Norwich to Tilbury', as set out in appendix A of its '**Comments on Post-Hearing Submissions and Interested Party Action Points' [REP5-194]** The applicant will also be asked for timescales for consideration of responses to its proposed revisions and for incorporation into the draft DCO	consultation with the local planning department. Further detail is awaited, but the Applicant recognises the importance that the Order is able to adopt whatever is directed by government as and when it comes forward without delay. The Applicant has currently provided a table attached to **Appendix A of 8.4.12 Applicant's Comments on Post-Hearing Submissions and Interested Party Action Points [REP5-194]** summarising the proposals, including the drafting amendments to the draft Order. The Applicant reiterates the importance of the host local authorities in terms of local knowledge and the benefits of having requirements discharged in a staged process, whether as approving authority or as consultee. The Applicant recognises the Fingleton Review made very clear that local authorities would always be statutorily consulted and has tried to embrace that in the drafting. As noted above, the Applicant's proposed framework deliberately does not make the DESNZ Unit an automatic default, precisely to preserve the LPA's role where appropriate. The Applicant reaffirmed that the Planning Performance Agreements would remain on offer to cover future approvals and any consultation into approvals coming from DESNZ as the case may be.
		Applicant's Comments on Matters Raised by IPs SCC suggested a mirror of the section 77 call-in powers that exist under the Town and Country Planning Act 1990, where the default position is that requirements are discharged at the local level by the relevant local authority, but the Secretary of State has the power to make a direction where requested by the SoS, an applicant, the local authorities, or any other party. The Applicant said it would come back in writing to this point but noted that it is trying to achieve a process that is fair but also reasonable and efficient, and to make clear that it wants to avoid doubling up on processes and delay.
		Action Point 9: As referred to by Suffolk CC, noting its response to the Sea Link DCO (Sea Link examination library reference [REP7-366]), the Applicant and all local authorities are to provide a revised draft of Schedule 4 (Discharge of Requirements). This must include provisions enabling the secretary of state to call in any submissions made to a relevant discharging authority which seek to discharge requirements either in whole or in part. The ExA asked whether the definition of the DESNZ unit should be in Article 2 as opposed to Schedule 3, paragraph 1.1, 'Interpretations', seeing it is also referred to in Article 55 procedure regarding certain approvals. The Applicant has updated **3.1 Draft Development Consent Order [Revision F]** to include the definition of "DESNZ unit" in article 2 (interpretation).

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		Post Hearing Update On the Question of Call-in Wording referred to in Action Point 9, the Applicant has deliberately not sought to provide detailed drafting on call-in mechanisms at this stage, and considers that doing so would not be aligned with how the DESNZ Unit is intended to operate. Indeed, the Applicant's view is that prescriptive call-in drafting at this juncture could have the opposite effect of what is sought to be achieved by the Unit - namely the more efficient discharge of requirements. The drafting that has been proposed by the Applicant has deliberately provided a framework to enable the role of a future DESNZ Unit without seeking to be overly prescriptive as to how it may work. This reflects the straightforward position that the Unit does not yet exist and the detail of how it may operate is not yet known. The Applicant notes that SCC submission, whilst acknowledging the Fingleton Review findings, does not appear to agree with the principle of the approach. For example, SCC states that "there are two benefits of the current regime which risk being undermined by removing discharge of requirements from local authorities" and their comments appear to be advanced in that context, essentially seeking to depart from the Fingleton Review's recommendations. Both points raised by SCC (local expertise and accountability to the interests of the community) have been accounted for in the Applicant's proposed drafting, both by not making recourse to the DESNZ Unit an automatic default and by ensuring that local authorities are consulted if, when and where the DESNZ Unit is the responsible body. SCC goes on to assert that the default position should remain that discharge is dealt with by local authorities. The Applicant respectfully submits that SCC's approach is not consistent with the Fingleton Review's recommendations and stated government intention. The Applicant will continue to engage with the LPAs on this matter as the examination progresses and will respond to any further comments or drafting received by the LPAs as part of their Deadline 6 representations, as appropriate, along with the ExA's commentary on the draft DCO should it relate to this matter. Drafting relating to a 'call in mechanism' has not been provided because any such drafting pre-determines, and potentially significantly constrains, how the DESNZ unit could operate before it is established. The Applicant does not consider it appropriate to pre-empt the development of a Post-Consent Unit at DESNZ. The Applicant is aware that DESNZ presented, at the Nationally Significant Infrastructure Project's Centre of Excellence Conference on 17 June 2026, a road map for the 'Post Consents Unit' which includes for engagement between June - August 2026, with workshops being held with LPAs, developers and statutory bodies to inform the design of the Unit with guidance expected to be published and the Unit launched in Autumn 2026 and fully operational by January 2027.

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		The Applicant's suggested approach is therefore to retain the draft DCO drafting put forward at Deadline 5 (**Appendix A of 8.4.12 Applicant's Comments on Post-Hearing Submissions and Interested Party Action Points [REP5-194]**) and as presented at ISH3 without any additional wording to reflect a call-in mechanism.
5.2f	Update regarding validation checklists for submissions	**Oral Summary of the Applicant's Case** The Applicant made no oral case relating to this matter as the ExA noted that it would deal with this in a Rule 17 letter.
		Post Hearing Update The ExA issued a Rule 17 - Request for further information from the applicant and all local authorities relating to matters deferred from issue specific hearing 3 (draft DCO) and issue specific hearing 4 (socio economics) **[PD-029]**. The Applicant has responded to this in **8.30 Response to Rule 17 Letter received 30th June 2026 [Revision A].**
5.3 Article 60 and Schedule 19 of the draft DCO – Certification of plans		
5.3a	**Article 60 and Schedule 19 of the draft DCO – Certification of Plans**: Update on plans and/ or documents to be certified	**Oral Summary of the Applicant's Case** The Applicant noted that the **3.1 Draft Development Consent Order [REP5-060]** submitted at Deadline 5 included one further addition to the list of certified documents – this was the **8.13 Outline Employment and Skills Plan [REP5-215].** The Applicant confirmed that no proposed additions are required as a result of the change applications, but it would provide a further update at Deadline 6.
		Post Hearing Update The Applicant has reviewed the list of certified documents in Schedule 19 and, for clarity, has added the following documents into **3.1 Draft DCO [Revision F]**: • Ecology SEI • Heritage SEI • Ancient Woodland Technical Note • Proposed Change Application 1 Addendum to Environmental Statement - Change Request 1 (Bulphan) • Proposed Change Application 2: Addendum to Environmental Statement - Change Request 2 (Little Bromley) (CA2)

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5.4 Consents, licences and other agreements		
5.4a	**Consents, licences and other agreements**: The ExA noted the Applicant's response to GEN 2.2 but wants to understand more about the unilateral undertaking in relation to Biodiversity Net Gain and progress on this.	**Oral Summary of the Applicant's Case** The Applicant's response to ongoing agreements including in relation to biodiversity net gain was covered in ISH 4. A summary can be found in **8.5.12 Applicant's Written Summary of Oral Submissions and Response to Action Points for Issue Specific Hearing 4 {Revision A].**
5.5 Any Other Business		
5.5a	**National Highways Lower Thames Crossing (LTC)** LTC raised concerns regarding Article 59 (Amendment of Local Legislation) and the need to update wording to avoid LTC being in breach of its DCO. LTC has proposed amendments that would provide it with greater flexibility when discharging certain requirements, specifically in relation to landscaping an ecology,	**Applicant's Comments on Matters Raised by IPs** The Applicant said it would respond in writing to the points raised by LTC after the Applicant had seen LTC's submissions. LTC indicated they would provide those submissions at Deadline 6 which the Applicant took to mean it would then reply by Deadline 7. In the meantime, the Applicant can provide an interim response to information already to hand as part of Action Point 10. **Action Point 10: Respond to matters raised by National Highways for Lower Thames Crossing.** As explained at Matter ID 3.2.38 in Table 3.2 of **8.3.4 Draft Statement of Common Ground - Lower Thames Crossing [REP4-195]**, the Applicant acknowledges the concerns raised by LTC as regard the nature of interactions between the projects and, in particular, the ability for LTC to continue to comply with obligations secured through its consented DCO. The Applicant is agreed as to the need to include additional drafting for purposes related to the LTC project within the draft Development Consent Order in order to address those concerns. Accordingly, the Applicant has included certain amendments within the draft Development Consent Order submitted at Deadline 6 (**3.1 Draft DCO [Revision F]**, and identified in **3.5 Schedule of Changes to the Draft DCO [Revision E]**, which are intended to achieve the following specific purposes:

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	and the intention to allow the Secretary of State for Transport to determine that certain obligations or commitments can be discharged or satisfied in a different way should the Norwich to Tilbury DCO be consented..	To expressly record the fact that any works carried out pursuant to the NTT DCO which are inconsistent with or conflict with any provisions under the LTC DCO will not place LTC in breach of the terms of the LTC DCO. Whilst there is already general, non-specific drafting to this effect at Article 10 of the NTT DCO, both parties consider and agree that an express provision is necessary (and precedented). 1) To expressly modify the terms of Schedule 2 (Requirements) to the LTC DCO in order to allow LTC greater flexibility when discharging certain Requirements (e.g. Requirement 5 – Landscaping and ecology). The intention is to allow the Secretary of State for Transport to determine that obligations or commitments secured through those certain Requirements can be discharged or satisfied in a different way where the original means of discharge would be impracticable or incompatible due to the existence of the Project. 2) To allow LTC or the Applicant to undertake replacement or alternative compensatory planting and environmental mitigation on parcels of land intended to be secured by the Applicant within the Order limits for the Project. This is expected to be achieved by making LTC a direct beneficiary of powers under the NTT DCO for a very limited purpose (similar, in effect, to the mechanism through which UKOP would be authorised to carry out the existing Work No. 17A). A new Work No. 20 has been included in Schedule 1 to the draft DCO for this purpose, with corresponding updates also made to the **2.3 Works Plans - Section H [Revision C]**. 3) To allow for the direct vesting of land (or rights) in LTC where powers of compulsory acquisition are exercised by the Applicant pursuant to the NTT DCO. Identical provisions are included in the LTC DCO for the benefit of, amongst others, the Applicant. The Applicant understands that LTC will submit broadly equivalent drafting amendments to the Examining Authority at Deadline 6. The Applicant is committed to further constructive engagement with LTC to ensure that the specific drafting amendments are as closely aligned as possible.

Annex A. Programme Narrative for Working hours justification

Annex A
Programme Narrative for Working hours justification

1.1 Introduction

1.1.1 This Annex responds to Action Points 7a and 7b of item 5.2b arising from the Issue Specific Hearing 3 relating to requirement 7 (construction hours). The two actions are as follows:

- **Action Point 7a**: Further to ExQ2 DCO 2.S10, provide a clearer explanation of real-life impact of removing: a) just Sundays b) bank and other public holidays c) Sundays and bank and other public holidays from the construction hours sought in terms of its impact on the energisation date, as set out in the baseline construction programme
- **Action Point 7b:** Provide an explanation of what impact such restrictions on the applicant's proposed working hours would have in terms of the delivery of the proposed development, over the entire construction period, based on the specialist nature of the project, including in relation shift patterns and the use of specialist contractors.

1.1.2 The real-world impact of restricting construction hours can only be understood by considering both the programme consequences and the practical delivery implications together. This submission therefore responds to Action Points 7a and 7b as a combined matter, providing a holistic explanation of why the proposed construction hours form an integral part of the Applicant's delivery strategy.

1.2 The need for acceleration

1.2.1 The Project is considered Critical National Priority (CNP) infrastructure by paragraph 1.1.6 of EN-5. The urgency and scale of need for significant amounts of new large-scale energy infrastructure is set out in Chapter 3 of EN-1. Paragraph 3.2.8 states that *“the Secretary of State should assess all applications for development consent for the types of infrastructure covered by the NPS on the basis that the government has demonstrated that there is a need for those types of infrastructure which is urgent.”*

1.2.2 That urgency is reinforced by National Energy System Operator's (NESO) Clean Power 2030 report1 which identifies the need for a changed approach, including “prioritising pace over perfection”, and identified Norwich to Tilbury as a critical enabler to achieve the Government's Clean Power 2030 ambitions, with substantial consumer and energy system benefits arising from its timely delivery and corresponding consequences to achieve that ambition. Ofgem has also confirmed in Norwich–Tilbury (AENC/ATNC) – Decision on Early Construction Funding2 (published on 3 February 2026) that the Project has been approved within the

[1] National Energy System Operator (2024), *Clean Power 2030: Advice on Achieving Clean Power for Great Britain by 2030*, December 2024. P. 6 paragraph 1.

[2] Ofgem (2026), *Norwich–Tilbury (AENC/ATNC) – Decision on Early Construction Funding and Modification to Special Conditions of the Electricity Transmission Licence*, Executive Summary, p. 3.

Accelerated Strategic Transmission Infrastructure framework because the proposed reinforcements are crucial for the safe, resilient and efficient transmission of electricity and will help alleviate constraint costs falling on consumer bills.

1.2.3 The first and most important real-world impact of removing working days or restricting core hours would therefore be to frustrate, rather than support, the acceleration of a mission-critical element of the Government's Clean Power 2030 policy. Acceleration and avoidance of delay are substantial public benefits which must be placed in the planning balance. Conversely, if restrictions are imposed which delay delivery, the public benefits that would otherwise arise from earlier energisation including reduced constraint costs, enhanced energy security and support for the transition to clean domestic power would be foregone.

1.3 The legal test for the imposition of Requirements

1.3.1 Section 120 of the Planning Act 2008 enables a development consent order (DCO) to impose requirements in connection with the development for which consent is granted. However, any requirement must be justified and must satisfy the established tests for planning controls, including necessity, relevance, precision, enforceability and reasonableness.

1.3.2 In this case, there is no evidence which establishes that a project-wide blanket restriction on Sunday or bank holiday working which would inevitably stifle acceleration of the project is necessary. Nor is there evidence that the working hours proposed by the Applicant would give rise to unacceptable effects. The Environmental Statement (ES) assessed the Project on the basis of the construction hours secured through Requirement 7 and concluded that, with the mitigation secured through **7.2 Outline Code of Construction Practice (CoCP) [Revision F]** and associated management plans, significant adverse effects are not anticipated.

1.3.3 The DCO secures a comprehensive and adaptive mitigation regime regarding construction noise. This framework ensures that any impacts arising from working are appropriately controlled, monitored and mitigated, rather than relying on blunt, project-wide temporal restrictions.

1.3.4 The construction noise assessment is based on the proposed core working hours which themselves are temporal restrictions with additional consideration of activities that may occur outside those hours. This means the ES is not abstract, it is directly linked to the working hours framework proposed in **3.1 draft DCO [Revision F]**.

1.3.5 **6.14 Environmental Statement Chapter 14 – Noise and Vibration (NVMP) [APP-256]** defines noise thresholds for different time periods recognising that sensitivity varies across certain days and times. The ES reports outcomes separately for daytime construction noise, night time works and weekend and bank holiday working. Importantly, lower thresholds apply at more sensitive times such as weekends meaning the same activity can have a greater effect depending on when it occurs.

1.3.6 Mitigation and control are assumed through Best Practicable means (BPM) and measures secured through the **7.2 Outline Code of Construction Practice (CoCP) [Revision F]** / **7.2 Outline Code of Construction Practice Appendix F - Outline Noise and Vibration Management Plan [REP4-171]** to be finalised by discharging Requirement 4 prior to commencement of development. BPM mitigation comprises measures such as quieter plant selection, acoustic screening, plant siting, good site practices, alternative construction methods, and additional temporal controls on working hours, together with monitoring and regulatory controls (e.g. Section 61), to minimise noise and vibration effects so far as reasonably practicable. The assessment explicitly notes that temporal restrictions would form part of BPM and these controls are expected to prevent significant effects arising purely due to weekend working. Significant effects at weekends are not driven by weekend working alone, but only where there are already significant weekday “hotspots” and thresholds are exceeded for sufficient duration. With mitigation, effects during weekends and bank holidays are concluded to not be significant. The conclusion that effects are not significant is not a subjective judgement, it follows directly from the EIA methodology, thresholds and mitigation assumptions set out in ES Chapter 14. No substantive evidence has been presented throughout the course of the examination that materially challenges these conclusions.

1.3.7 Put simply, the proposed working hours can be considered as the initial base layer within which construction works can occur. However, these will be subject to targeted restrictions to avoid significant adverse effects from noise. Due to the scale of the project, there are vast areas where noisy works may occur during both weekend and weekday periods without causing significant adverse or adverse effects. There is no need to unnecessarily restrict the timing of such works. Similarly, there are many activities that do not generate notable amounts of noise, even in close proximity – such works should also not be unnecessarily restricted. However, where noisy activities will take place close to sensitive receptors, the Applicant acknowledges that there is a need for targeted restrictions on working hours, particularly during weekend periods. The proposed working hours will therefore be augmented by targeted controls and restrictions to limit noisy activities close to sensitive receptors, as may be required. Activities that have the potential to exceed the relevant BS 5228 ‘ABC’ threshold for the period in question will be identified by the Main Works Contractor(s) as part of the contractors detailed assessments (as per commitment NV05). The identified works would be subject to Section 61 agreement if required through consultation with the relevant local planning authority to agree specific mitigation measures, including any required restrictions on working periods (e.g. a restriction or limit on weekend works). Such measures will be documented within the final NVMP to be approved.

1.3.8 The conclusions of the ES have not been displaced. Concerns raised in relation to working hours, predominantly focused on the need for respite have largely been expressed as matters of perception or preference, rather than being supported by technical evidence demonstrating unacceptable harm.

1.3.9 A key characteristic of the Project is that construction activity at any individual location is not continuous for the duration of the project. To demonstrate this, the Applicant has provided an example of pylon construction. Although the overall construction programme extends over approximately four years, works at individual tower locations are undertaken in discrete phases, typically comprising short periods of access construction (5–10 days), foundation works (20–30 days), tower assembly and erection (20–25 days), and, at a limited number of machine sites, conductor installation activities (up to 55–65 days). These phases are frequently separated by periods of inactivity arising from curing requirements, programme sequencing, resource allocation, logistics and wider route-level coordination.

1.3.10 As a result, construction activity is continually moving across a 180 km route and more than 500 tower locations rather than being concentrated at any one location for the duration of the project. Even in the reasonable worst-case example of a tower utilised as a conductor pulling site, intensive activity would typically amount to around 130 days over a construction programme of approximately 1,460 days, representing less than 10% of the overall programme period.

1.3.11 This context is important when considering arguments relating to respite. The evidence demonstrates that residents are not exposed to continuous construction activity at a particular location throughout the four-year programme; rather, they experience discrete periods of activity interspersed with substantial periods during which no works are taking place. The construction profile itself therefore provides periods without construction activity at individual locations.

1.3.12 Restricting weekend working would not reduce the amount of work required to construct the Project, nor would it remove the need for these construction phases to occur. Instead, it would extend the period over which those phases are delivered, increasing the overall duration of construction activity and prolonging the period during which communities experience a construction presence. In practical terms, restrictions intended to provide additional respite could have the opposite effect by extending the overall duration of the construction phase rather than reducing it.

1.3.13 The Applicant notes that the proposition advanced by some host authorities that project-wide restrictions on Sunday, bank holiday or weekend working are required to provide "respite" is not supported by the approach taken in the Yorkshire GREEN Examination. Here, the Examining Authority (ExA) considered whether additional restrictions should be imposed on weekend working. The ExA ultimately concluded that, whilst concerns had been raised in principle regarding the desirability of respite from construction activity, there was no specific evidence demonstrating that residents would be adversely affected by the Applicant's proposed working hours. The ExA attached weight to the absence of evidence in support of this, the mitigation secured through the NVMP, and the proven need for timely delivery of the project. On that basis, the ExA concluded that reductions in the core working hours were not justified and recommended adoption of the Applicant's proposed working hours. Significantly, the ExA recognised that further targeted mitigation could be secured through the management plans if demonstrated to be necessary, rather than imposing blanket restrictions irrespective of actual impacts.

1.4 Approach to proposed working hours

1.4.1 The Applicant recognises that its previous submission in **8.9.2 Applicant's Responses to Second Written Questions [REP5-211]**, in response to **DCO 2.S10**, was intended to provide a high-level explanation of the operational impact of more restrictive working hours. However, aspects of that presentation particularly the use of simplified productivity rates and high-level schedule assumptions may have unintentionally created a misleading impression of how working hours are developed and applied in practice.

1.4.2 It has never been the Applicant's intention, nor would it reflect reality, that the Project could be delivered on the basis of a standard five-day working week or a conventional 9:00am to 5:00pm working pattern. Those assumptions do not align with how major linear electricity transmission infrastructure is planned, resourced or delivered. The purpose of this further response is therefore to provide a more grounded explanation of the operational model, including the volume, sequencing, concurrency and specialist nature of the activities involved.

1.4.3 Removing Sundays, Bank Holidays or other working days through a blanket project-wide restriction would be inimical to the manner in which major linear electricity transmission infrastructure is delivered in practice. The construction of a network reinforcement project such as Norwich to Tilbury is not characterised by isolated, self-contained activities that can simply be stopped and restarted without consequence. Rather, it comprises a series of interdependent and frequently continuous processes undertaken across a large geographic area, including foundation construction, tower assembly and erection, conductor installation (stringing), horizontal directional drilling, cable installation and cable jointing. Many of these activities are highly sequenced, resource-intensive and dependent upon coordination with specialist resource, specialist plant, third-party access windows, outages, landowner requirements and weather conditions.

1.4.4 These realities are reflected in established industry working practices. Much of the specialist workforce required to construct overhead line infrastructure operates on rotational working patterns, commonly based around 12-day working cycles. Such personnel are often international or nationally mobile resources who travel significant distances to work on major transmission projects. Their working patterns are not aligned to fixed calendar weeks and different construction gangs commence and conclude rotations at different times, frequently overlapping to maintain continuity of operations, maximise productivity and ensure the efficient deployment of specialist skills and equipment. They include but are not limited to conductor stringing crews, cable jointing teams, Original Equipment Manufacturer (OEM) installers, and workers delivering heavy lifting operations and outage-dependent works.

1.4.5 This is a longstanding and well established model used throughout the electricity transmission sector on linear projects.

1.4.6 Disturbing these established working arrangements would create a number of practical risks. A constrained working pattern which removes Sundays or other days from a rotational cycle may introduce periods where labour, plant and specialist resources are effectively unavailable for productive work whilst remaining mobilised on the project, resulting in inefficiencies, increased costs and reduced productivity.

1.4.7 Secondly, blanket restrictions would create situations where activities that would ordinarily be undertaken as a continuous sequence may need to be suspended artificially. For example, conductor stringing operations are highly coordinated activities that typically takes 15-20 continuous days, undertaken across multiple towers and interfaces and often require adherence to fixed access windows agreed with rail operators, highway authorities and other third parties. During this period, there is lower-intensity but continuous activity at each tower within the section. Once commenced, stringing operations cannot be readily paused without introducing safety risks and inefficiencies. It is essential that conductors are installed and left in a safe, stable condition at the end of each working period.

1.4.8 Upon completion of stringing in one direction, plant and equipment are typically repositioned to the opposite side of the same angle tower to repeat the process. This relocation generally takes **2 to 3 days**, followed by a further **15 to 20 day** continuous stringing cycle. A **5 to 7 day** demobilisation period then completes the activity at that location.

1.4.9 Similarly, horizontal directional drilling (HDD) works, cable installation operations and cable jointing activities often rely upon process continuity to avoid technical, safety and programme risks. In many cases, interruption creates risks that are greater than those associated with allowing the activity to continue to a safe and logical conclusion.

1.4.10 A key requirement is the establishment and maintenance of the bore. Once drilling commences, best practice dictates that each drilling stage is completed in a continuous operation.

1.4.11 Interrupting the process introduces significant risk, including:

- Bore instability or collapse
- Loss of the established bore, requiring full re-drilling
- Increased programme delay and cost

1.4.12 As such, HDD operations may require extended working hours which is accounted for in Requirement 7(4)(a) or continuation across weekends to ensure completion of critical stages and reduce the risk of failure.

1.4.13 Additionally, third-party stakeholders (e.g. Network Rail, the Environment Agency, National Highways) may require continuous working which includes across weekends to minimise risk to their assets and reduce the duration of monitoring and intervention.

1.4.14 Cable installation is also a highly constrained process governed by technical, logistical, and safety requirements, including:

- **Delivery constraints:**
  Cable drums are transported as Abnormal Indivisible Loads (AILs) under movement orders agreed with local authorities and police. These are often restricted to off-peak hours or weekends, necessitating early, late, or weekend working. Noting these are excluding from core working hours restriction in the DCO already.
- **Pulling tensions:**
  Cable installation must remain within strict tension limits. Stopping a cable pull mid-operation and attempting to restart can significantly increase loads, with potential to exceed allowable limits and damage the cable.
- **Lubrication requirements:**
  Lubricants applied during pulling may degrade if operations are paused, increasing friction and risk upon recommencement.
- **Temperature constraints:**
  Cable handling and installation are restricted to defined temperature ranges. Interruptions during unsuitable conditions could delay completion for extended periods.
- **Security considerations:**
  Partially installed cables remain exposed at joint bays until fully secured and jointed. Leaving these assets unsecured over extended periods, such as weekends, introduces significant security and damage risks. Given the high value of each cable drum , any damage or compromise would have substantial cost and programme implications.

1.4.15 For these reasons, once a cable pull has commenced, it is essential that it is completed in a continuous and controlled manner restricting working hours artificially when the environmental assessment demonstrates there is no significant harm or impact from the works would actually result in a direct increase to harm to the workers if works have to be stopped artificially because of a working hours restriction.

1.4.16 Cable jointing also represents one of the most sensitive and high-risk stages of the cabling process. Jointing activities typically require 13 to 15 days of continuous working by the same specialist personnel.

1.4.17 The process is highly controlled and undertaken within secure, weatherproof environments to protect against contamination from dust, moisture, and temperature variation. There are strict procedural requirements, including defined time intervals between stages.

1.4.18 Interrupting the jointing process is not considered acceptable practice, as it risks:

- Non-compliance with manufacturer specifications
- Failure of the joint
- Rejection and requirement to fully repeat the process

1.4.19 As a result, once commenced, jointing activities must continue without interruption, necessitating extended hours which is accounted for in Requirement 7(4)(c) and weekend working where required.

1.4.20 These factors which are just examples of the process collectively demonstrate that flexibility in working hours, including weekend working, is not a matter of preference but a fundamental requirement to safely and efficiently deliver underground cabling infrastructure.

1.4.21 Accordingly, the issue is not simply one of productivity. The established working patterns sought by the Applicant reflect the episodic, linear and interconnected nature of the construction process itself. They enable specialist resources to be deployed efficiently, allow activities to be completed safely and coherently, and support timely delivery of a project which has been identified as strategically important to the wider electricity network.

1.4.22 As with any large linear infrastructure project, progress may also be affected by adverse weather conditions, unforeseen ground conditions, land access constraints, environmental constraints, utility interfaces and other unforeseen events. The proposed working hours provide an important degree of flexibility to enable contractors to recover from such disruptions where necessary and maintain overall programme delivery. Without this flexibility, delays arising from such events would be more difficult to recover, increasing the risk of programme extension and prolonging the duration over which communities experience construction activity.

1.4.23 Imposing blanket restrictions on working days would not reduce the amount of work required. Rather, it would disrupt the established construction methodology, increase programme inefficiencies and extend the overall period during which communities are exposed to a construction presence.

1.5 Programme Consequences of Restrictive Working Patterns

1.5.1 The Applicant's assessment of the consequences of more restrictive working patterns is not based solely on programme modelling. Whilst programme modelling provides an indication of the direct effect of removing available working time, construction working hours are also informed by extensive industry experience, established delivery practices, contractor methodologies, workforce availability, and the practical realities of delivering major linear electricity transmission infrastructure. Consequently, simply considering the output of a programme model in isolation will not present a complete or representative picture of the effects that reduced working hours would have in practice. The core working hours sought in the application documents reflect the very essence of the methodologies and continuities required by the linear process. Imposing a weekly break on the ability to work according to the industry standard will inevitably be very disruptive and harmful to delivery.

No Sunday Working

1.5.2 Whilst restrictions on Sunday working may appear to provide additional respite to local communities, there is no technical evidence, contrary to that presented in the Environmental Statement demonstrating that such blanket un-targeted project wide restrictions are necessary.

1.5.3 When considered in a real-world delivery context, rather than a simplified or theoretical model, the imposition of restrictive working patterns would have a significant impact on the overall programme. It is estimated that such constraints would result in a delay to energisation in the region of 6 to 12 months. The Applicant recognises that the estimated delay of approximately 6 to 12 months is expressed as a range rather than a precise figure. This reflects the fact that the consequences of restricting established working patterns cannot be reduced to a simple calculation of lost working days. Whilst some impacts can be modelled, the ultimate effect will depend on a range of interconnected factors including workforce availability, contractor mobilisation, seasonal constraints, productivity, outage requirements and third-party access windows.

1.5.4 The breadth of the estimated range therefore highlights the level of uncertainty and programme risk introduced by blanket restrictions on working patterns. The precise delay cannot be known in advance, but the direction of effect is clear: reducing flexibility will delay rather than accelerate delivery, increase programme risk and extend the overall period over which construction activities remain present within local communities.

1.5.5 In circumstances where there is no evidence demonstrating that blanket restrictions are necessary, the potential for such significant and difficult-to-quantify programme impacts is an important consideration in the overall planning balance.

1.5.6 The Applicant has consulted with the main works contractor for the Project regarding potential programme impacts. This estimate reflects both programme analysis and practical delivery experience and arises from a combination of direct and indirect effects.

1.5.7 This impact arises from a combination of direct and indirect effects:

- **Direct Loss of Working Time (circa 3 to 6 months):**
  The removal of Sunday working alone would result in an estimated **minimum 3-month extension** to the programme by simply removing available days however this number should not be viewed in isolation as it is just the starting point for the impact. In practice, this could be greater when accounting for the realities of workforce availability and productivity. The construction workforce and associated supply chain are geared towards established working patterns (e.g. 12-days-on, 2-days-off). The inability to work for 12 consecutive days would introduce

uncertainty and inefficiencies, which could contribute an additional delay of up to 3 months.

- **Seasonality and Secondary Impacts (circa 3 to 6 months):** Industry productivity assumptions are based on standard working practices and optimal seasonal conditions averaged out over the year. Any reduction in available working time would push a greater proportion of activities planned for the summer months into the winter period. This would result in:
  - Lower productivity due to climactic constraints/impacts
  - Increased risk of delays from ground conditions and environmental factors
  - Reduced efficiency across multiple workstreams

1.5.8 Collectively, this seasonal displacement is expected to add a further **3 to 6 months** to the programme.

No Bank Holiday Working

1.5.9 It is not standard industry practice to routinely schedule construction activities over bank holiday weekends. Typically, such periods are avoided unless required to address unforeseen circumstances, such as delays or disruption, where limited working may be necessary to support programme recovery.

1.5.10 Notwithstanding these general practices, the scale and complexity of this project necessitate a degree of flexibility. In particular, there may be circumstances during critical activities such as conductor installation where working over a bank holiday weekend is required to maintain safety, continuity, or programme integrity.

1.5.11 As bank holiday working is not planned as part of the baseline programme, excluding such days from the schedule would not affect the anticipated delivery timeline based upon modelling assumptions alone. However, removing the ability to work bank holidays or requiring prior approval for bank holiday working in all instances could prove impractical. By their nature, these activities would most likely arise in response to unplanned or unforeseen events, where timely decision-making is essential to mitigate impacts.

1.5.12 Accordingly, maintaining a flexible approach to bank holiday working is important to ensure that the project can respond effectively to changing circumstances, without introducing unnecessary delay or risk to delivery. Further detail on the impact of requesting extension to working hours as proposed by SCC and ECC has been addressed in the “Post Hearing Update” of item 5.2b of **8.5.11 Applicant’s Written Summary of Oral Submissions and Response to Action Points for Issue Specific Hearing 3 [Revision A].**

No Sunday and public holiday working

1.5.13 No Difference to No Sunday Working

Overall Programme Effect

1.5.14 Taking these factors together, a **reasonable worst-case scenario** indicates that the imposition of restrictive working hours would lead to a delay of approximately **6 to 12 months** to project completion and energisation.

1.5.15 Crucially, this extension would not reduce the overall volume of work or its inherent impacts. Instead, it would prolong the duration over which communities and stakeholders experience construction activity, contrary to the objective of minimising disruption. This would inevitably result in missed outage periods which are critical to the operation of the system.

1.6 Conclusion

1.6.1 This note has sought to address Action Points 7a and 7b by providing a clearer explanation of the practical implications of removing Sunday and/or bank holiday working from the construction hours sought, together with the wider consequences such restrictions would have on the delivery of the Proposed Development over the entire construction period. In doing so, the Applicant has explained how the project is mission critical to Government policy and should be accelerated not delayed, and has explained how the project would be delivered in practice, the specialist nature of the workforce and construction activities involved, the reliance on established industry working patterns, and the importance of maintaining programme certainty (with reasonable flexibility) across a large-scale, linear infrastructure project.

1.6.2 The evidence presented demonstrates that Sunday working is not merely a contingency provision but forms an integral part of the established delivery model for major, critically needed linear electricity transmission infrastructure. Restricting these working hours would reduce programme resilience, constrain the efficient deployment of specialist resources, increase the risk of missed outage opportunities and, in a real-world delivery context, is likely to result in a substantial- delay to energisation. Such restrictions would not reduce the amount of work required to construct the Project; rather, they would extend the overall duration of construction and consequently prolong the period over which communities experience construction-related effects.

1.6.3 Importantly, the ES assessed the effects of constructing the Project using the working hours secured through Requirement 7 of **3.1 draft DCO (Revision F)** and concluded that, with the mitigation secured through the temporal restrictions in Requirement 7 itself, the **7.2 Outline Code of Construction Practice (Revision F)** and associated management plans, significant adverse effects are not anticipated. Throughout the examination, concerns regarding construction hours have largely been expressed as a matter of perception and preference rather than being supported by technical evidence demonstrating that the Applicant's proposed working hours would give rise to unacceptable impacts. The Applicant has not been presented with substantive evidence that undermines the conclusions of the ES or demonstrates that additional restrictions are necessary to make the Project acceptable.

1.6.4 In those circumstances, the Applicant considers that there is no evidential basis for imposing project-wide restrictions on Sunday or bank holiday working. Such restrictions would delay the delivery of a CNP project, notwithstanding the absence of evidence demonstrating that they are required to avoid unacceptable impacts. The consequences of delay, including the loss of public benefits associated with earlier delivery, are matters which must be weighed in the planning balance. Where restrictions would impede delivery, there must be a clear evidence base demonstrating why that outcome is necessary.

1.6.5 The Applicant therefore remains of the view that the construction hours secured through Requirement 7 represent an appropriate, proportionate and evidence-based balance between protecting local amenity and enabling the timely delivery of a CNP infrastructure project. In the absence of evidence demonstrating that further project-wide restrictions are necessary, their imposition would not satisfy the test of necessity applicable to DCO requirements under section 120 of the Planning Act 2008. If delay to the Project cannot be justified by evidence, restrictions that give rise to that delay cannot be justified either. The Applicant therefore considers that imposing blanket working hour restrictions without a demonstrable evidence base would be inconsistent with the statutory tests governing DCO requirements and would give insufficient weight to the pressing need for the timely delivery of the Project.

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