The Planning Act 2008

Application by National Grid Electricity Transmission for the Sea Link Project

Closing Statement by East Suffolk Council

Deadline 7 (29th April 2026)

Application: EN020026

East Suffolk Council: [redacted]

1. Closing Statement on behalf of East Suffolk Council (ESC)

1.1 This submission is intended to provide ESC's closing statements to the Examining Authority (ExA) at Deadline 7.

1.2 ESC submits this closing statement in order to assist the ExA by providing a concise summary of the matters which ESC is disappointed to report that the Applicant has failed to provide ESC with sufficient satisfaction at the close of the examination in order to enable it to withdraw its objection to the Sea Link Project.

1.3 ESC considers the following to be the principal matters which remain outstanding or unresolved at the close of the examination. The position regarding each of the below matters is summarised in the following sections of this closing statement – providing cross-referencing where appropriate to the relevant examination documents in which ESC has set out its position in detail on the respective matters.

(1) Need and the failure to co-ordinate with other projects - ***Section 2***

(2) Statement of Common Ground (SoCG) – ***Section 3***

(3) Deed of Obligation – ***Section 4***

(4) Biodiversity Net Gain (BNG) – **Section 5**

(5) Position on matters outstanding at close of examination – ***Section 6*** – comprising-

(i) Operational noise

(ii) Working hours

(iii) Socio-economics

(iv) Depth of cable burial at the Suffolk Landfall

(v) Bat mitigation and surveys

(vi) Deemed consent and discharge of requirement determination period

2. Need and the failure to co-ordinate with other projects

2.1 ESC remains of the view that the issue of the need for the project has not been fully resolved.

2.2 ESC and the Applicant fundamentally disagree on the need case presented for the Sea Link project. The Applicant has dismissed ESC's concerns from the beginning of the examination, as is evident from the Applicant's response to ESC's LIR [REP2-027].

2.3 ESC was disappointed not to be able to find an expert to speak to need. It was apparent that experts who could have spoken on need were not prepared to do so because of the importance of National Grid in their market. This has meant that there has been no real testing of the need case and has created an inequality of arms through the process. It was also unfortunate for the transparency of the process, in particular given need was not discussed in any detail following initial discussions at Issue Specific Hearing 1.

2.4 ESC supports Suffolk Energy Action Solutions' (SEAS') case on need as set out in [REP1-281]; [REP2-112]**;** [REP3-125]; [REP3-144]; [REP4-156]; and [REP6-256A]. In particular, ESC agrees with SEAS' contention that the Applicant's needs assessment relies on outdated data and fails to reflect changes to planned projects and the size of the Sizewell Generation Group. ESC endorses SEAS' analysis that indicates that the true Sizewell Generation Group deficit is 352 MW, not 1,852 MW, after removal of Nautilus, and that this can be met by reconductoring the Sizewell–Bramford double circuit at a far more modest cost. SEAS maintains even this deficit only arises if all connection contracts materialise, and that LionLink's absence would leave c.1.25 GW export headroom, weakening the case for Sea Link. It is also the case that East Anglia will have generation materially exceeding local demand. The Applicant states that peak East Anglia demand in 2030/31 is c.1,281 MW, with only minor demand at Sizewell. This plainly undermines any need to move power from Kent to East Anglia. Surplus power in Kent should be sent to regions that actually need it. The Applicant has not shown a need for a bi-directional link between Kent and Suffolk.

2.5 ESC is also extremely concerned with the timing of the delivery of Sea Link, its relationship with the timing of other NSIPs being delivered within the East Suffolk District, in light of the anticipated onshore impacts collectively introduced by these projects and a failure to co-ordinate properly between the projects. This failure is very important given the cumulative impacts on local communities.

2.6 Even putting aside the concerns about the actual size of the Sizewell Generation Group, Sizewell C is approximately 10 years away from generating power, Nautilus is no longer proposed to connect into Suffolk, and LionLink has been materially delayed - contrary to the assumptions in the needs case - and will be 6-7 years away from completion if and when consented. Given the completion timeframes of Sizewell C and LionLink, Sea Link is premature and, importantly, as a result, has missed opportunities for real coordination with future projects. This is significant because project prematurity restricts opportunities for meaningful coordination with other projects looking to connect at Friston, such as LionLink, which only accentuates local concerns regarding cumulative impacts.

2.7 The Sea Link project is being unnecessarily fast-tracked, the promoter using the issue of funding constraints - cited Ofgem Regulation and cost justification - as its excuse for a worrying lack of co-ordination and genuine collaboration with LionLink. Sea Link is being delivered at pace due to the overarching 'top-down' need case narrative which is being used by the Applicant to trump and dismiss any and all local impacts being introduced.

2.8 In the Applicant's response to ESC's LIR [REP2-027], the Applicant highlights that the project is a Critical National Priority (CNP) project, being cited in National Policy and having the strong support of Government, and that *'NPS EN-1 further states (at paragraph 3.3.63) that "Government strongly supports the delivery of CNP Infrastructure and it should be progressed as quickly as possible*"'. As was made clear to the Applicant by the ExA at Issue Specific Hearing 3, it has not been established satisfactorily that CNP is engaged based on Figure 2 within NPS EN-1. This reinforces the point made in ESC's submissions that whilst the central thrust and purpose of the Energy NPSs is acknowledged, they cannot be blindly relied upon where sufficient

evidence and need had not been demonstrated in respect of a particular project. This is particularly pertinent where the basis for a given project has shifted and changed, as is the case with Sea Link. ESC, together with SEAS, has drawn attention to the fact that the NESO Clean Power 2030 Report can no longer be relied upon by the Applicant, and that EN-1 can only "have effect" if there is a demonstrable need, which ESC considers is not the case for the Sea Link project.

2.9 Further, the lack of meaningful coordination for the Sea Link project with LionLink will result in far greater and longer duration of impacts upon the community and environment during the construction phases, and this is in an area already experiencing material impacts and disruption.

2.10 In summary, the disruption that will arise from the Sea Link project must be viewed in the context of both prematurity and a very questionable need case. The timing and need case must be balanced against the significant disruption and local impacts that this project will introduce on the local communities of East Suffolk, which importantly is in conjunction with the very significant disruption and local impacts from the other already consented, and proposed, large scale infrastructure projects across the District.

3. Statement of Common Ground (SoCG)

3.1 Despite ESC's efforts to actively engage with the Applicant in respect of matters between them, there remains a considerable number of matters which, the ExA will note, have not been agreed between the parties in the final SoCG. ESC wishes to highlight that this is through no shortage of attempts by it to engage with the issues and discuss and reach possible resolutions with the Applicant. However, the Applicant has largely ignored and consistently dismissed ESC's concerns out of hand.

3.2 It is as a result of this lack of willingness by the Applicant to engage with the concerns raised by ESC that there are so many issues which remain 'not agreed' in the SoCG at the close of examination – a position which is both highly disappointing and frustrating to ESC, especially so when it has worked so hard to try to engage and work with the Applicant and to seek resolutions to the issues at play.

3.3 ESC wishes to make clear that the delays to the submission of the various iterations of the SoCGs during the examination were <u>not</u> as are result of ESC's conduct. ESC made every effort throughout the examination to work with the Applicant and accommodate the Applicant's deadlines to review and provide comments on the SoCG, often turning it around withing the extremely tight timelines set by the Applicant for their review. Furthermore, circumstances where the Applicant itself has not adhered to the timescales within which it said it would provide drafts gave ESC even less time within which to respond on several occasions. For example, ESC expended considerable resource to ensure that it provided its comments on the SoCG in time by the Applicant's requested deadline in order for the updated version to be submitted at Deadline 5, only for the Applicant to then report to ESC that it would not be submitting the updated SoCG at Deadline 5.

3.4 In summary, ESC is disappointed that the Applicant was not willing to engage with the concerns raised by ESC, and as a consequence, there remains many issues that were unresolved, and marked as 'not agreed' in the final SoCG.

4. Deed of Obligation

4.1 ESC is extremely disappointed that the Applicant has unreasonably and unjustifiably refused to enter into a deed of obligation in order to provide mitigation to offset the impacts and disruption of the Project on the affected local communities in East Suffolk. The wellbeing of East Suffolk's local communities is ESC's primary concern given the significant volume of NSIP works anticipated over the next decade within the East Suffolk District.

4.2 This is separate from the funding that would be provided in line with the published Guidance from the Department of Energy Security and Net Zero (DESNZ) on 'Community funds for transmission infrastructure' which sets out how DESNZ expects projects that have not yet commenced construction (which would include projects where work has not started on site for the full main works contract) to comply with this guidance.

4.3 The mechanism for the provision of community mitigation for NSIPs by means of a deed of obligation made under section 111 of the Local Government Act 1972 is well-accepted. The Applicant's refusal to enter into a deed of obligation on principle is contrary to the precedent set by the other consented NSIPs in East Suffolk – SPR's EA1N and EA2, and EDF Energy's Sizewell C – which all agreed to provide funding to both mitigate the impact of the projects and provide legacy benefits for local communities, and entered into deeds of obligation with ESC, in recognition of the effects on the communities.

4.4 ESC raised the need for community mitigation funding at the earliest stages, prior to examination, in its Statutory Consultation Response Letter dated 18 December 2023[1], and formally at the beginning of the examination in its Local Impact Report (LIR) [REP1-128], including in section 6.5.3 on 'Community Impacts' which unequivocally stated that: *"ESC expects that suitable mitigation and compensation is fully explored and implemented in order to offset residual community impacts introduced as a result of this project."* (See also paras. 7.7.2, 7.7.5 and 7.8.1.7 of the LIR [REP1-128]).

4.5 Subsequently, ESC also raised the expectation that the Applicant would be committing to provide community mitigation for impacts upon the affected local communities throughout the course of the examination, including in both the ESC SoCG [REP3-058] and PADSS [REP3-080] dated 13 January 2026 and later versions, and yet despite this, the Applicant frustratingly expressed 'surprise' at having received a draft deed of obligation from ESC and proceeded to dismiss the principle of entering into such an agreement with ESC out of hand - failing to even consider the draft deed which had been prepared and shared for comment. The Applicant's failure to engage, and now outright refusal to enter into a deed of obligation – on the basis that it does not

[1] https://www.eastsuffolk.gov.uk/sites/default/files/2026-02/ESC-Response-to-Sea-Link-Statutory-Consultation.pdf (Section 12.9)

consider there to be any significant effects and therefore no mitigation is required - is both unreasonable and contrary to precedent set by other the other consented NSIPs in East Suffolk. The number of items that have been left 'not agreed' between the parties, as shown in the final SoCG and PADSS, militates against the Applicant's position that there are no significant effects and therefore no mitigation should be provided.

4.6 It is also not acceptable for the Applicant to simply ignore the matter throughout the examination and then dismiss it as the examination draws to a close. Further, the close of examination should not preclude the Applicant from entering into discussions and indeed trying to reach an agreement in the coming months during the post-examination period, to deal with this matter, in respect of which the parties can of course update the Secretary of State as to progress.

4.7 In light of the Applicant's position on this, ESC feels that it has no choice but to include its requests within the DCO to provide for a mechanism by which ESC can secure funding to mitigate the identified impacts of the project. ESC has accordingly requested that a Requirement be included in the DCO requiring the Applicant to enter into an agreement with the relevant planning authorities in order to ensure that Community Mitigation Payments (CMPs) are secured for the affected communities, the wording for which is set out in ESC's 'Submissions on Community Mitigation Payments at Deadline 7' submitted at DL7 (see para 1.19).

4.8 ESC, however, remains open to engaging in constructive dialogue with the Applicant to secure CMPs following the close of examination, and again stresses that the close of examination should not preclude the parties from seeking to negotiate an agreement.

4.9 In summary, ESC fails to understand the Applicant's position on community mitigation, and its attitude in dismissing the principle, which is unacceptable but unsurprising to ESC, being entirely symptomatic of this Applicant's failure to acknowledge the impacts that the Sea Link project will have on the affected local communities, which is of course exacerbated by the cumulative effects of the construction of multiple NSIPs within the area.

5. Biodiversity Net Gain (BNG)

5.1 ESC is extremely disappointed that the Applicant is insisting upon securing the BNG commitments by means of a unilateral undertaking made under section 106 of the Town and Country Planning Act 1990, rather than through the mechanism of a negotiated bilateral section 106 agreement with ESC and the other responsible Kent authorities. The Applicant has not provided reasoned justification for its approach other than that BNG is provided on a voluntary basis in this case, and as such they do not wish the timescales for the delivery and electrification of the Project to be tied to the delivery of the BNG, in that it could cause delay to the Project. ESC's position is that if BNG is being committed to, it should accordingly be secured appropriately regardless of the voluntary rather than statutory basis upon which it is being provided.

5.2 ESC advised the Applicant both outside of the examination and formally within it, at Issue Specific Hearing 2 [REP4-117] as well as in its Deadline 5 PADSS [REP5-184],

that a unilateral undertaking is considered by ESC to be an entirely inappropriate vehicle for dealing with BNG in these circumstances. In response, the Applicant has simply stated that '*it is not necessary to enter into a bilateral s106 agreement as BNG is being voluntarily offered to the LPAs'* [REP6-109]. ESC does not understand this rationale - whether BNG is being offered voluntarily or as a result of a legal obligation, a unilateral undertaking is an inadequate mechanism to secure it.

5.3 Unilateral undertakings, as the ExA is aware, are generally reserved for instances where there is a disagreement between Applicant and the relevant local authority as to the terms of the agreement, such that it is not possible to proceed by means of negotiated bilateral agreement. In this case, the Applicant it seems is simply unwilling to countenance negotiating an agreement with ESC under which it would incorporate appropriate monitoring and maintenance controls in respect of the delivery and management of the BNG over the period of 30 years, in order to provide suitable enforcement powers for clear compliance and remediation actions long term, to ensure the success of the BNG.

5.4 It is neither reasonable nor appropriate for the Applicant to push ahead as it proposes when ESC is ready, willing and able to negotiate and agree a section 106 bilateral agreement, especially given that ESC will be responsible for the long term monitoring of compliance with the BNG obligations in East Suffolk in the long term for a period of 30 years.

5.5 By entering into a bilateral s.106 agreement the Applicant would formally be accepting the structure and legal consequences that apply under that agreement, meaning that (i) ESC would not merely be relying on the Applicant's 'promise' to comply (under a unilateral undertaking), and (ii) it binds the Applicant's successors to comply with the BNG obligations. Specifically, a bilateral s.106 agreement would:

(i) agree the precise performance standards which will apply for the long-term management and maintenance of the BNG over the 30-year period (which is important in order to avoid later disagreements between the parties as to such standards, which may otherwise arise, given the long-term duration of obligations);

(ii) specify the monitoring methodologies to be used (for consistency in assessing the performance of the BNG across the 30-year period);

(iii) specify the precise control timing, review points and contingencies (e.g. regarding remediation if required) to apply for the duration of the 30-year period – again providing a clear path and structure for review of the performance of the BNG; and

(iv) allow ESC to enter into obligations itself in respect of the above, relating to the mechanics of the necessary processes, mechanisms, triggers and enforcement options.

5.6 By its nature, the success or failure of the BNG may not be known for many years, as it is established. At the point in time in the future that any failure may be, it is essential that ESC has certainty as to its ability to enforce - specifically that it is not embroiled in arguments about the interpretation of obligations in the agreement, whether a breach has actually occurred, or whether remedial powers have been correctly triggered – arising because the obligations and powers were not set out (i.e. as per the current

unilateral undertaking). A negotiated S.106 agreement would provide clearer enforcement leverage for ESC over the 30-year period, which is particularly necessary in light of the ongoing nature of positive obligations in the agreement to undertake management, reporting, and if required remediation into the future. This is important because the BNG obligations must be enforceable against the Applicant and its successors – to do otherwise would make a mockery of the Applicant's BNG commitment.

5.7 ESC would draw the ExA's attention to its particular concerns regarding the draft unilateral undertaking proposed by the Applicant which it has set out in its Response to the ExA's Rule 17 Letter, submitted at DL7.

5.8 In summary, regardless of the fact that the Applicant has committed to providing BNG voluntarily, the BNG committed to should be secured properly by clear enforceable obligations by means of a negotiated bilateral S.106 agreement with ESC, ensuring the long-term performance and compliance of the BNG over the 30-year period. A bilateral s.106 agreement should be prepared by the Applicant, containing a full suite of controls and specifications which ESC requires to ensure the BNG requirements will be delivered and honoured, including: (i) precise performance standards required for the long-term management and maintenance; (ii) the specific monitoring methodologies to be used throughout the committed period; and (iii) precise mechanisms as to control timing, review points and contingencies for remedies in the event that the BNG is underperforming/failing. This would give ESC clear enforcement powers to determine when there has been a breach, when remediation is required, and the clear remedies/actions which are to be applied over the committed 30 year lifetime of the BNG.

5.9 ESC sees no reason why negotiations with the Applicant cannot continue in respect of a bilateral s.106 agreement to cover the above matters following the close of examination, in the coming months during the post examination period, during which the parties can of course update the Secretary of State as to progress.

6. Position on principal matters outstanding at close of examination

6.1 The following matters remain unresolved at the close of examination, and ESC's position in respect of each is summarised below.

(i) Operational noise

6.2 The Applicant has entirely failed to address ESC's concerns and requirements in respect of operational noise at the converter station.

6.3 ESC's position from the outset has been that a rating level of at least 5dB below the typical background should be the target for operational noise at the converter station, and any deviation from that level requires robust justification, and the aim should remain to achieve the lowest possible sound level. Indeed, ESC set out its position on this matter clearly throughout the examination, from the outset including in the LIR [REP1-128] (see Section 6.3.7), as well as in discussions with the Applicant. ESC was clear that operational noise rating levels for noise sensitive receptors near the converter station site and an operational noise limit in the DCO requirement were essential, and it is therefore extremely disappointed.

6.4 The Applicant's approach on this matter is contrary to the precedent set by the East Anglia ONE North (EA1N) and East Anglia TWO (EA2) projects which respectively committed to 31 dBA and 32 dBA noise rating levels at the three Noise Sensitive Receptors closest to the Friston substation site (at Requirement 27 of the EA1N and EA2 DCOs). ESC is quite reasonably and properly seeking the same approach to operational noise rating levels for noise sensitive receptors near the converter station site prior to the detailed design stage, and to secure these in a Requirement in the dDCO for the Sea Link project. Disappointingly, the Applicant has by contrast only provided inadequate operational noise measures within the REAC, proposing a 34 dB operational noise limit at the converter station site (see REAC measure NV11 [REP6-134]), and has failed to justify that the proposed 34 dB operational noise rating level is the lowest noise level that can currently be reasonably achieved based on the current generic design, as has been continually requested by ESC.

6.5 The Applicant has also failed to provide a satisfactory policy justification, relying in its Operational Noise Levels – Technical Note [REP6-128] on the Planning Practice Guidance – Noise (which has mostly been withdrawn), rather than the recently updated specific National Policy Statements. ESC sought the Applicant to demonstrate that its proposed limit satisfies the relevant national policy in terms of significance of impact, which ESC considers to be NPS EN-1. With respect to significance of impact, a relevant Lowest Observable Adverse Effect Level (LOAEL) and Significant Observable Adverse Effect Level (SOAEL) should be considered; all other currently consented and proposed comparable projects (EA1N, EA2, LionLink) have stated that LOAEL and SOAEL accord with BS4142 Significance criteria (>+5dB indicative of adverse effect and therefore the LOAEL, and >+10dB indicative of Significant Adverse and therefore the SOAEL). ESC considers this the appropriate test in this case, notwithstanding the aspiration for the -5dB rating level on background.

6.6 The matter of a suitable operational noise limit is of particular importance to ESC, not only in the context of this Project but compounded because of the potential for the LionLink project for co-location of the converter station site. This makes it even more important that the lowest possible operational noise rating level is committed to by the Applicant for the Sea Link project, in order to help prevent unacceptable noise creep, ensuring that noise levels are not sequentially and cumulatively increased significantly whilst being accepted under policy due to the individually less significant increase, thus helping to protect the local residents and acoustic character of the area.

6.7 The Applicant's failure to provide a suitable operational noise requirement in the dDCO – which provides for a verification procedure and commitment to demonstrate upon operation that the operational noise limit is not being exceeded - is entirely unacceptable to ESC.

6.8 ESC's position is that a suitable operational noise requirement in the dDCO is required, along with a firm and enforceable commitment to reduce the operational noise level further at detailed design stage if it is reasonably possible to do so. The Project should also demonstrate that this can or cannot be achieved with robust justification at the appropriate stage.

6.9 ESC therefore maintains that it is critical that its proposed wording for a suitable operational noise requirement, provided in ESC's response to ISH3 Action Point 1 [REP6-161], should be included in the dDCO.

(ii) Working hours

6.10 The proposed core working hours have been a fundamental source of disagreement between ESC and the Applicant from the beginning of the examination, and throughout, and to ESC's great disappointment, it remains in dispute with the Applicant at the close of examination.

6.11 ESC has always made its position clear with the Applicant that core working hours should be limited to 0700-1900 Monday to Friday and 0700-1300 Saturday with no routine working Saturday afternoon, Sunday or any Bank Holiday, in order to provide respite for residents and visitors from works associated with Sea Link and the multiple other NSIPs in the District. ESC's requests in this respect aligned with other comparable projects in the District, including the EA1N and EA2 projects (first addressed in its LIR [REP1-128], see Section 7.4.2). The Applicant has unreasonably resisted this throughout. The Applicant's approach fundamentally undermines the mitigation signed off by the Secretary of State on the other projects. It is positively undoing required mitigation on other schemes with the consequence that there is no respite for residents. ESC therefore requires that Saturday afternoons, Sundays and Bank Holidays are removed from the core working hours in the dDCO, with this matter being a redline for the Council for the reasons stated. Doing so would follow the approach taken in the EA1N and EA2 DCOs and would be entirely appropriate. ESC accordingly requests that the revised wording for Requirement 7 provided in the Response to ISH3 Action Point 1 [REP6-161] be adopted in the dDCO.

6.12 ESC considers that the Applicant's core working hours, as currently proposed, fail to adequately 'mitigate and minimise' the adverse health and wellbeing effects of project construction in line with national policy (NPS EN-1). Reduced core working hours are an exceptionally important mitigation measure in helping to satisfy paragraph 5.12.17 of NPS EN-1.

6.13 In addition, operations allowed outside the core working hours as proposed in the draft Requirements of the DCO are too wide in scope as they effectively allow working to continue outside core working hours and could have impacts in terms of noise and vibration, dust, light and other environmental impacts. The Applicant suggests that the list of exceptions to working hours in the DCO is comparable to those for EA1N and EA2 [REP2-027]. ESC disagrees and maintains its view that the scope of exceptions to the core working hours is too broad in the Sea Link draft DCO. Emergency works and exclusions must represent true exceptions to the rule and must not provide sufficient scope to undertake broad categories of work. Accordingly, ESC has proposed revised wording for Requirement 7 in response to ISH3 Action Point 1 [REP6-161], and has also suggested a further amendment to Paragraph 1(d) of Requirement 7 in its comments on the ExA's schedule of proposed changes to the draft DCO.

6.14 ESC also maintains that operations outside of core working hours must be restricted unless otherwise approved by ESC as responsible local planning authority which may

be via S.61 process, but blanket outside consented hours works will not be granted under a S.61 and there should be a procedure to allow the flexibility required by the project and the control required by ESC. Other NSIPs in East Suffolk have mechanisms to request working outside of permitted hours and ESC would support this position where the need has been justified, via a similar mechanism. The justification for working in these circumstances is a vital step in determining Best Practicable Means, in that it should always be a case that intrusive works can only take place at that time and cannot reasonably be undertaken at a less sensitive time.

6.15 In summary, ensuring the core working hours are appropriate on this project is of particular importance to ESC to ensure respite for the residents in these extended durations, given the additional construction impacts of other NSIPs, the extended duration of works at the co-location site at Saxmundham, and the convergence of projects at Friston, and the duration of associated disturbance to the local communities is expected to be significant if all are consented. The other comparable NSIPs have provided for such respite and accordingly ESC considers it entirely inappropriate for the Applicant to be introducing working during those periods for the Sea Link project, creating impact at times where ESC and other projects have deliberately prevented it, particularly given the spatial relationship between SPR's projects and the proposed Sea Link project.

(iii) Socio-economics

6.16 The Applicant has failed to adequately recognise the cumulative impacts of the project on the visitor economy, particularly for coastal communities at the landfall. ESC considers that the combination of impacts resulting from the Sea Link project Suffolk Onshore Scheme and the other major construction projects in East Suffolk would have significant effects on visitor perception and experience, resulting in a reduction in repeat tourism, long-term reputational damage, and economic decline.

6.17 In summary of ESC's position on this matter at the close of examination, ESC maintains that there is need for the Applicant to commit to:

(a) *a Workforce Accommodation Strategy* - that is adaptive, forward looking, and delivered in partnership with local tourism management groups;

(b) *monitoring of other socio-economic receptors* – working closely with ESC (and the other local authorities) to support the development of appropriate research and monitoring programmes that build collective knowledge and understanding of the socio-economic impacts caused by the Sea Link project, providing an opportunity for research to be commissioned that would inform future developments, including by way of possible example, research into the realised benefits of Non-home Based Workers on local economies - where they prefer to stay and how much are they prepared to spend on accommodation and food etc.;

(c) *Requirement in the DCO to provide a Skills, Supply Chain, and Employment Plan (SSCEP)* – comminating to an outline plan with the detailed plan to be subject to ESC approval post-consent via a discharge requirement (such as that proposed by Suffolk County Council (SCC) in its response to ExQ2 2CEInter1 (page 64 of [REP5-204]). The SSCEP [REP6-101] prepared by the Applicant's is inadequate and falls

significantly short of ESC's expectations. It should reflect and supports local need and priorities and should be integrated into the Suffolk Skills programme; and

(d) community & mitigation funding – already discussed in section 4 of this note.

6.18 ESC is disappointed that the above matters have not been committed to by the Applicant at the close of examination. Had the Applicant sought to engage constructively early in the DCO process to identify potential issues and co-develop workable solutions, the above listed matters could have been resolved in the process to the respective parties' mutual benefit. The Applicant however did not seek to engage with ESC, and continues to fail to adequately recognise the cumulative impacts of the Sea Link project on the visitor economy, particularly for coastal communities at the landfall.

(iv) Depth of cable burial at the Suffolk Landfall

6.19 One of ESC's fundamental concerns with the Project is to ensure that there is no risk of cable exposure over the lifetime of the Project, and beyond in the event that the cables remain in situ.

6.20 ESC is disappointed that the Applicant has not revised the drafting of the dDCO/REAC to secure a minimum depth of cable burial. ESC has made clear to the Applicant that it considers an adequate minimum burial depth to be between 25m and 30m under present foreshore levels, in order to ensure the long-term avoidance of cable exposure, based on its calculated plausible 'worst-case scenario' of beach loss over the Sea Link project's lifespan. ESC considers that the shoreline is more dynamic than the Applicant has assessed and has empirical evidence of unprecedented coastal erosion adjacent to the cable landfall site at Thorpeness and therefore adopts a precautionary approach.

6.21 The Applicant, however, contrary to this, is proceeding with its preferred landfall installation method to use HDD but at a minimum burial depth of 12m beneath the foreshore, shallower than the 19m to 25m indicated on the conceptual landfall design drawing in Design Development Report – Appendix A Landfall HDD Feasibility Technical Note [APP-321] (page 99). ESC fails to see how the Applicant is securing that proposed minimum depth of 12m as it is not within either the dDCO or the REAC. It is ESC's position that a minimum cable burial depth should be secured in the dDCO/REAC in any event, and that such minimum depth burial depth should be between 25m and 30m under present foreshore levels.

6.22 ESC has provided wording for a DCO Requirement - required to secure the submission of a landfall construction method statement and landfall monitoring plan to ESC for approval post-consent - in response to ExQ2 Question 2GEN17 [REP5-189].

(v) Bat mitigation and surveys

6.23 ESC has outstanding concerns regarding both the implementation of the proposed mitigation for bats and also the adequacy of the bat surveys proposed.

6.24 Regarding the proposed mitigation, ESC maintains its concerns as to the practicality and technical feasibility of mitigating every hedgerow crossing as though the hedgerow was important for bats, which were originally raised at examination by ESC in its LIR

[REP1-128] (see paragraph 7.2.5.6), and continued to be of concern as explained by ESC at ISH2 and in detail in the ISH2 post-hearing submission [REP4-117]. Now at the close of examination, ESC's concerns remain.

6.25 Regarding bat surveys, ESC continues to have concerns regarding the adequacy of the proposals to update the baseline surveys in 2026. ESC maintains that pre-commencement bat activity surveys need to be carried out at all baseline static detector survey locations not just at those locations that experienced equipment failure in the months that they failed. Only undertaking surveys at some locations during some months in 2026 and then combining them with the DCO survey results will not give an accurate picture of bat activity through the year across the Order Limits. ESC maintains that survey effort above the minimum requirement in one part of the Order Limits is not a proxy for understanding bat activity in another part of the Order Limits (as per its original concerns set out in in the LIR [REP1-128] (paragraph 7.2.5.7)).

6.26 In summary, ESC welcomes the Applicant's commitment to bat activity surveys but it fails to go far enough.

6.27 ESC's position on these matters is set out more fully in its comments on the Applicant's Deadline 6 submissions (submitted at Deadline 7) (paragraphs 2.6 -2.8).

(vi) Deemed consent and discharge of requirement determination period

6.28 The Applicant has ignored ESC's objections to the deeming provisions it has sought to include in the dDCO. ESC objects in the strongest terms to the deeming provisions in Paragraph 1(2) of Schedule 4, particularly given the short timescale of 35 days for determination.

6.29 ESC emphasises that DCO Requirements are a key mechanism for controlling the development and the deeming provisions for the discharge of requirements in this case are entirely inappropriate. They are also contrary to precedent in that they are not included in any of the other DCOs within the East Suffolk District, which instead provide, more appropriately, for an appeals process for instances of non-determination within the decision period. Anything to the contrary is not acceptable to ESC.

6.30 Accordingly, ESC requests that the provision for deemed consent in Paragraph 1(2) of Schedule 4 of the draft DCO [REP6-004] is removed and that Paragraph 4(1) is amended to extend the appeals process to instances of non-determination of discharge of requirement applications within the time periods prescribed in Paragraph 1(1) of Schedule 4.

6.31 The Applicant has stated on numerous occasions, including in its comments on ESC's response to Question 1GEN28. of ExQ1 [REP4-083] that *'the deemed approvals provisions will only have effect where the application for consent, agreement and/or approval includes a clear statement that consent etc. must be provided within 35 days or else the consenting authority is deemed to have granted consent'*. ESC fails to understand this as it cannot identify how/where the dDCO [REP6-004], as currently drafted, provides such authority for implied 'waiving' of the deeming provisions at the Applicant's discretion. Schedule 4(1) clearly applies deemed approval provisions to all consents, agreements or approvals required by a Requirement (subject to sub paragraph (3) of Schedule 4(1)), with no requirement for this to be identified in the

application itself. As such, ESC rejects the Applicant's assertion that this provides any reassurance to it, noting that there is indeed nothing to stop the Applicant applying deemed approval provisions to all applications for consents, agreements or approvals required by a Requirement. ESC does not consider that the dDCO in its current form provides for such a procedure.

6.32 ESC further notes the Applicant's document (Document 9.154) **"***Approach to Adopting DESNZ Requirement Discharge Unit for Sea Link*" which was accepted by the ExA prior to Deadline 7 [AS-167]. In this submission, the Applicant proposes some changes to the dDCO to reflect Recommendation 30 in the Nuclear Regulatory Review 2025 which was that: "*DESNZ should establish a unit which discharges DCO Requirements. Guidance issued by MHCLG should be updated to endorse the use of this unit as the discharging authority for DCOs relating to nuclear development. Local authority involvement in the discharge of conditions can be secured through a requirement for consultation prior to submission to the Department."* The Government has stated that it accepts the recommendation. However, no such unit is as yet set up, and any transitional arrangements are not yet known. There is no justification in second guessing how the Government wants the new unit to apply to existing schemes and certainly no justification in applying a deeming provision to a new Government unit without understanding how it is to operate and on what terms.

29th April 2026