

Re: Sea Link Nationally Significant Infrastructure Project EN020026.

Interested Party [REDACTED] - Denise Johnson Letter 22/09/2026

To: Dept of Energy Security and Net Zero

Re: Sea Link Nationally Significant Infrastructure Project EN020026.

From: Interested Party Reference Number: [REDACTED]

Dear Sir/Madam,

Thank you for your invitation to comment on the above application. My previous comments, regarding this proposed project, were related to my personal concerns regarding damage to the RSPB North Warren site and close buffer environs, and how vital a site it is for both resident and migrating birds on the East Atlantic flyway, and a wealth of other diverse wildlife species.

Today I wish to reiterate those in the light of the concerns of the local authorities, East Suffolk Council (ESC) published 18/09/2026, and Suffolk County Council (SCC) published 22/09/2026, based on information supplied, about whether adequate future mitigation and monitoring measures would actually be carried out as outlined by a unilateral undertaking by the applicant to maximise Biodiversity Net Gain, to enable the site to recover from the widespread habitat destruction that would be caused by this proposed project. (I offer relevant quotes from the local authority published responses in italics below my own, just to pinpoint the relevant legal detail.)

ESC:

1. *"The Applicant provided ESC with a draft unilateral undertaking (UU) in relation to biodiversity net gain (BNG) on 10 April 2026. ESC has consistently maintained (including in section 4.7 of [REP7-176]) a position that a Section 106 unilateral undertaking is an entirely inappropriate mechanism for securing BNG, and a bilateral Section 106 agreement is instead required."*
2. *"A unilateral undertaking would not allow ESC to: 1) agree the precise performance standards which will apply for the long-term management and maintenance of the BNG over the 30 year period; 2) specify the monitoring methodologies to be used (for consistency in assessing the performance of the BNG across the 30 year period); 3) 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 – thus providing a clear path and structure for review of the performance of the BNG; and 4) enter into obligations itself in respect of the above, relating to the mechanics of the necessary processes, mechanisms, triggers and enforcement options."*

"These are essential constituent elements of a legal agreement dealing with the creation, monitoring and management of BNG for a period of over 30 years. The Applicant's refusal to recognise that this is the case, underlined by the fact that none of National Grid's Obligations in Schedule 1 of the UU are "subject to the written approval of ESC", simply places a question mark against the Applicant's genuine intentions. A legal undertaking with no provision for enforceability as to its implementation is of very little value."

I am frankly quite shocked that the applicant could suggest "a BNG deficit in Suffolk could be compensated through an overprovision in Kent (or vice-versa)". Nature and the environment

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are so much more than commodities that can be traded like stocks and shares or sold to the highest bidder. They have unique complex locally evolved structures and characteristics, wildlife, winds, soils and tides. This denial of the importance of local ecological factors by the applicant is very worrying and suggests some environmental assessments so far may have been at best superficial or even inadequate, if they have led to the notion that Suffolk and Kent can engage in some sort of ecological marketplace tradeoff. Who decides who gets the bigger/smaller share?? Of what? It is so inequitable and unrealistic to think either county would willingly surrender the natural resources that underpin their different identities that this suggestion appears to have come out of some fictional/AI desktop exercise.

ESC:

3. *"Paragraph 3.3 of Schedule 1 (National Grid's Obligations) of the UU submitted at Deadline 7 [REP7-352] suggests that a BNG deficit in Suffolk could be compensated through an overprovision in Kent (or vice-versa). This is not acceptable to ESC, and the calculation of final onsite BNG delivered needs to be in Suffolk for the part of the Order Limits within Suffolk and in Kent for that part of the Order Limits within Kent – separately, not combined.*

My final concern is a red flag raised by ESC which suggests actual calculation of BNG by the applicant has been made using out of date advice.

ESC:

4. *..."ESC notes that the definition of 'Biodiversity Metric' in Paragraph 1.1 of Schedule 1 refers to version 4.0 of the metric. This is out of date, and the reference must be updated to the Statutory Biodiversity Metric Calculation tool (<https://www.gov.uk/government/publications/statutory-biodiversity-metric-toolsand-guides>). Version 4.0 of the metric ceased to be the most up to date version on the publication of the Statutory Biodiversity Metric by the Secretary of State in 2024."*

In conclusion then, it appears from the recorded comments at this stage that the applicant is so far falling short in its willingness to be a partner with the relevant local authorities to ensure promised delivery of Biodiversity Net Gain in the future, by not signing up to bilateral local statutory agreements, to so be jointly responsible for repairing/limiting the damage caused by the project, and assisting professionals to monitor this in the coming recovery period. I find this very worrying for the future of this biodiverse and environmentally sensitive designated site, which will take years to recover from these major works.

Final words left to the local authorities:

ESC: "ESC queries how the delivery, management and monitoring of this (BNG) will be secured in the long term."

SCC: "SCC response (on 18/09/2026) is "broadly content with the substance of the commitments contained in the UU but considers that the UU should be secured as a bilateral Deed of Obligation instead".

Thank you for the opportunity to comment.

Kind regards

[REDACTED]
Denise Johnson, [REDACTED]