

Written submissions for Deadline 2 on 2.6.21

Overview

We write representing Justin, Emma, Laura, Myles, Finn and Florence Dowley, The Dowley Family Discretionary Settlement 2018 and Cripps Trust Corporation, all owners and/or trustees of the [REDACTED] and partners in the Dowley Farming Partnership.

The [REDACTED] is an integrated operation. It will be surrounded or affected on all four sides by EDF's proposals relating to SZC: all along our western boundary by the Sizewell Link Road and the proposed felling of the woodland which currently acts as a shelter belt to our house and parkland; to the south by the proposed Roundabout at the Main Site Entrance; to the east by the proposed Borrow Pits; and to the north and east by the possible effects of the proposals to the SSSI marshes at Eastbridge. The effects on our house, farming and other operations, their viability and value, will be irreversible as explained below.

1. Lack of Engagement by EDF/SZC: 2012 – current date

The history of our engagement with EDF is frustrating. We will rehearse some of that history, because it puts into context the way in which EDF is currently treating us. So dilatory and patchy has been EDF's provision to us of information, and the timing of that minimal provision of information so unsatisfactory, that one might question EDF's motives. The first time EDF provided us with any hard information – and that only related to one part of their proposals relating to our property – was at a meeting on 30th April 2021, the date by which they had been pressuring us to sign some Heads of Terms relating to our property!

EDF first approached us in July 2012 to say that they wished to acquire approximately 20 per cent. of our land and that if we could not come to an agreement they would seek compulsory purchase powers. We said that we would need to take advice from land agents, lawyers and accountants since the loss of such land would be significant and might threaten the viability of our business. EDF (in the person of an individual still engaged in the current process) assured us that any costs which we incurred in coming to an agreement would be covered by EDF. Assuming that we were dealing with a trustworthy counterparty, we naively, as it turned out, did not ask for that assurance in writing. We are still waiting to be reimbursed for substantial costs.

There followed some months of negotiation of Heads of Terms covering the granting of an option to EDF to acquire part of our farm, in return for an option held by Dowleys to put certain of our houses and other land onto EDF at unblighted values. These Heads of Terms were in final draft and Dowleys were ready to sign them in January 2013 despite there having been 4 instances of trespass onto our land by EDF agents conducting illegal surveys. For two of these instances we received letters of apology from EDF. Despite this, in a later court hearing (see below) EDF's barrister stated that EDF denied any instances of trespass.

Those Heads of Terms were never signed. Dowleys felt unable to continue to fund the costs of the negotiation when EDF might at any point cease negotiating. In the event that is what EDF effectively did by at the last minute asking for an extension of the term of the option which had initially been 4 years, to 6 years and then 8. Dowleys were not prepared to be restricted in their actions for a period as long as 8 years.

EDF then tried to negotiate an access licence to conduct surveys legally. Dowleys were again quite happy to negotiate such but insisted that EDF first undertook to cover our reasonable costs. Eventually EDF applied to the Secretary of State for Communities and Local Government for a compulsory access licence. Dowleys contested the grant of such in the absence of cost reimbursement in a Judicial Review. They failed in that Review (Case no: CO/2470/2016). They were advised by their QC and solicitors that they should appeal (the draft Application for Permission to Appeal is available if of interest) but did not do so because the judge had decided in their favour in relation to costs in giving them the protection of the Aarhus Convention in relation to costs. They did not want to risk the overturning of that part of the judgement and then being liable for the costs of the Secretary of State and EDF.

(Relevant paragraphs of above judgement, as requested by Mr Brock on 19th April 2021:

- 1) Paras 34 and 35 – Secretary of State acknowledges that Dowley "losses could be within section 53(7) of the Planning Act 2008. If they were not, the section could be read down in accordance with section 3 of the Human Rights Act 1998. That would cover many heads of loss..... Even if the Upper Tribunal ruled that the losses claimed were not eligible for compensation there remains Article 1 of the First Protocol (A1P1) of the European Convention on Human Rights so that the claimant is protected on all approaches".
- 2) Para 49
- 3) Para 52)

A licence for surveys was then negotiated, such surveys being conducted during 2017.

We note that we have responded very fully to each of the 5 stages of EDF's consultation with constructive suggestions. At no point has there been any evidence that EDF have considered those responses despite some of them being to EDF's and Dowleys' mutual advantage.

So, save for those 2017 surveys, and one meeting in July 2019 in our kitchen with EDF's agents Dalcour Maclaren, at which we were told that EDF now wanted to acquire different parts of our farm (which parts have since apparently changed again), neither EDF nor its agents visited us between July 2012 and 30th April 2021 (a period of nearly nine years) in order to explain their plans or to listen to our concerns. There was a Zoom call involving Dowleys, Bacons and Grants on 15th October 2020 and a meeting involving the same group of landowners at the Bacons' office on 15th December 2020, both attended by our advisers, Savills. At neither of those meetings were EDF or Dalcour Maclaren able to provide answers to most of the questions of detail raised. At the Preliminary Hearing on 14th April 2021 a Mr Rhodes (presumably an employee or agent of EDF) stated "That is not my understanding" in answer to my suggestion that there had been no serious engagement by EDF with us. Maybe not his understanding, but nevertheless the truth. This is despite us repeatedly informing EDF that as commercial people we understood that if SZC was to be built we could not step in their way but wanted to negotiate fair treatment for ourselves, our property, our way of life, our business and our employees. We had demonstrated in the negotiation of the Heads of Terms in 2012/2013 that we are happy to engage in that discussion. Oddly, EDF appears not to be prepared properly to engage.

Until 30th April 2021, the very date of the deadline on which EDF was offering incentive payments to sign new Heads of Terms, EDF had not bothered to visit us on our land although they had flown drone surveys at illegal heights over our land without permission. We had been addressing questions either directly or via Savills to Dalcour Maclaren to gauge the effect of their proposals on our arable business, our cattle business, our ancillary estate income and on our house and the surrounding listed buildings. No substantive answers to any of the key questions had been given – unsurprising since no one had visited the farm or engaged with us. Indeed, at the 30th April meeting we were told that some of the proposals re the Sizewell Link Road affecting us “might” still be changed. Dalcour Maclaren could provide no details on the proposals for the Borrow Pits. They turned up at the meeting with new plans for the Roundabout at the Main Site Entrance (much larger and more substantially lit than had previously appeared to be the case) saying that such plans had been sent to us and Savills some 4 weeks earlier. This, it was subsequently established, they had not done. The plans shown to us on 30th April included some new detail such as an extra exit from the Roundabout and at last some idea of the proposed lighting scheme with 18 ten metre high lighting columns. We have since been advised by a highways consultant that even this lighting proposal would not be considered adequate by Suffolk County Council.

EDF is seeking compulsory acquisition powers. Relevant guidance as to negotiations either before or parallel with formal processes may well give rise to a “legitimate expectation” that negotiations will occur, and a failure to conduct such negotiations deprives landowners of the benefit that negotiations may have brought, especially in relation to where different locations and lesser rights might have been achieved.

In breach of guidance and case law, as well as Article 8 of the European Convention of Human Rights and the First Protocol to the Convention (such Article having been referred to by the Judge in the above mentioned Judicial Review as likely to afford protection to Dowleys in the future), no negotiations have taken place alongside the formal procedures for compulsory purchase. Therefore a compelling case cannot be made.

2. Business

Our family has run a farming business at Theberton and Eastbridge since the 1960s. It has a number of areas of operation and all will be adversely affected in one way or another by the Proposed Development at Sizewell. We run an integrated farm involving a mix of arable farming and beef cattle with shooting. Disruption to any one area will have a knock-on effect on the others. EDF have shown little interest in understanding our situation and concerns and only came to look around our farm with us for the first time on 30th April 2021. We have had difficulty in getting an assessment in any detail from EDF of how our particular holding might be affected. There has, furthermore, been no mention of any mitigation measures which might be put in place to offset adverse effects (individual or cumulative, direct or indirect) during either the construction period or the post-construction phase.

- Arable farming:

The land EDF would like to from us for the Proposed Development for the site Entrance Roundabout at the junction of the Eastbridge Road with the B1122 and for Borrow Pits along the Eastbridge Road, comes to some 24 acres (as notified on 30th April 2021, but EDF changes proposed land-take regularly without explanation). This is 12% of our total arable acreage and would have a major adverse impact on the viability of our business. Shrinking

the area of irrigable land is also a particular problem because of the consequent necessity of spreading the fixed costs of irrigation over a smaller area.

Successful cultivation of crops is dependent on being able to irrigate our 200 acres of arable land because it consists of very light sandy soil. To do this we take water from a bore hole located on the edge of the marshes at Eastbridge – please see maps, Attachments 1 and 2. Our irrigation system is at risk if the SZC project causes coastal erosion to the extent that salt water either comes in over the Eastbridge marshes or through the sluice gates in the New Cut and contaminates our water source. EDF state that they have taken all possible precautions to prevent this, but there is no guarantee that these measures will not fail at some point.

We ask the Inspectors to note what happened at Aldeburgh Golf Club at the time of the tidal surge in December 2013. A note in this connection from the Secretary of Aldeburgh Golf Club is attached (see Attachment 1) which details the damage from saline incursion suffered by the course, trees and other flora and the fact that the water rose to a level 2.5 metres above ordnance datum. A startling photograph is also attached. The Inspectors may also note that this incursion took place approximately 7 miles up the river from the mouth at Shingle Street, whilst our marshes are close to, and those of the RSPB adjoin, the sea. The village of Eastbridge is only approximately one mile up the New Cut from the sluice.

EDF have not attempted to tell us what they would do to correct this situation if it arises or provided any guarantee of water supply. This is understandable because there is nothing that they could do. A saline incursion is irreversible and as noted above would be fatal to our business. When we raised this with EDF's agents at the meeting on 30th April 2021 all they could say was that any undertaking or agreement by EDF would not survive the 6 year limit imposed by the Statute of Limitations. Tidal surges or floods do not necessarily occur on a 6 year cycle.

In addition, whilst not many fields will be severed as a result of the land take for the Proposed Development, our land is criss-crossed, including through field boundaries, with irrigation pipework and it is no simple matter to relay pipework so that it is separated from the land on which development works are currently proposed to take place. EDF have so far not attempted to address this issue.

The Borrow Pits on the Eastbridge Road are likely to involve considerable amounts of dust, noise and light pollution for our land surrounding them. No details, however, have been provided about the types of works that will be conducted there during the construction of SZC. Post construction, the Borrow Pits also hold a potential future danger since we have not been told what materials will be left behind in them, whether or not there will be any risk of contamination leaching out into our adjacent arable land and marshes nearby at some future point or whether the land would be in a fit state to be farmed afterwards.

We would also take issue with the siting of the Borrow Pits immediately next to the proposed new marsh harrier habitat – how will the marsh harriers know where they are supposed to relocate themselves and why would they go there given the large-scale earthworks that will take place at the Borrow Pits?

- Cattle

We have a prizewinning herd of c.220 pedigree Simmental cattle and feed them on barley, maize and fodder beet grown by us, as well as grass silage and hay taken from our grassland and marshes. Most of our marshland is SSSI and we are required to graze it in order to maintain its status. We use the straw from our barley crop for bedding in barns and use the muck generated by the cattle to fertilise our arable acreage in an environmentally friendly way. The cattle are usually turned out onto the marshes from the end of May until October each year.

The marshes and their finely balanced drainage system are at risk from two main threats. First, EDF have stated that fresh water levels will rise, albeit only marginally, on the marshes at Eastbridge, and any rise in water levels would inevitably reduce (probably quite significantly) the grazing available for cattle in the summer, which cannot readily be replaced. Second, coastal erosion resulting from the SZC construction or any failure of the sluice gates in the New Cut could result in sea water contaminating the Eastbridge marshes and render them useless for grazing purposes. Both threats have serious implications for the biodiversity, productivity and value of our marshes.

Without our current available grazing and fodder production we would have to sell our herd and make our herdsman, with us since 2000, as well as a part-time assistant who does weekend relief work, redundant if the Proposed Development goes ahead.

- Shoot

We run a small commercial shoot, which dovetails with the farming operations as it runs over our woodland, arable land and set-aside land. We would have to shut the shoot down if the Proposed Development goes ahead. The woodland taken for the SLR, the land taken for the Roundabout at the junction of the Eastbridge Road and the B1122, and the land taken for the Borrow Pits is such that 5 of our 7 drives would be taken out, whether through total loss of habitat or proximity to construction works and traffic with their associated noise, dust and light pollution. We would have to make our full-time game keeper, with us since 1987, redundant and the casual employment of c.20 beaters and other helpers would cease.

- Camp site at Eastbridge Farm

Besides the farming operation, we run a small no-frills camp site at Eastbridge Farm. Most visitors come for an inexpensive break in the peace and quiet of the local rural surroundings. The camp site provides valuable trade for the Eel's Foot pub at Eastbridge. Our customers include bird watchers visiting the RSPB Minsmere sanctuary adjacent to our land and groups of students doing Duke of Edinburgh awards. It is difficult to see how visitors would not be put off by the noise of large vehicles manoeuvring in the Borrow Pits (EDF states they will be 30m high as 'promised' at Hinkley Point, which is bad enough, but evidence from Hinkley suggests they may actually be as high as 45m), and the light and dust pollution arising from them, situated as they are along the Eastbridge Road within 250 metres of the camp site and easily visible from it. This is to say nothing of the nuisance value and security risk of having 2,500 SZC workers living nearby next to the Borrow Pits.

- Employment

We employ a gardener who also helps out on the farm business on a regular basis when needed. He has been with us for some 35 years. It would be impossible to justify continuing his full-time employment if the SZC project goes ahead.

Overall, we employ 3 people full-time and 4 more on a part-time basis, as well as casual labour on the shoot – most sadly for us, all would most likely have to go.

3. Heritage Assets

Our house, [REDACTED], (see “Suffolk East: The Buildings of England, Pevsner Architectural Guides” {New Haven, Yale University Press, 2015}, James Bettley and Nikolaus Pevsner) has a Grade II* Listing and contains a Grade I Listed staircase. It is in an historic setting with its original stables, walled garden and entrance gates, all of which are Grade II Listed, surrounded by eighteenth century parkland. Of the 45 Listed Buildings shown in the Heritage Assessment produced by Richard Hoggett Heritage in March 2019, 11 are on our property. The historic setting of the house will be seriously harmed by the proposed SLR, the Roundabout at the Main Site Entrance and the Borrow Pits.

The proposed SLR will at its eastern end involve the destruction of an old wood which acts a shelter belt between the existing B1122 and our house and park. The wood was planted at the end of World War 2 by our predecessors as a shelter belt between the B1122 and our house and as a memorial to the US aircrew who did not return from wartime sorties from Leiston Airfield which adjoined the wood.

The proposed Roundabout at the entrance to the Main Site (MDS19) will be on the field adjoining the park and will clearly have major deleterious effects on the house and park from noise, exhaust gas and particulates and light pollution. As a general matter, there has been a failure in relation to lighting along the SLR properly to assess its adverse impact or to mitigate its effects.

The proposed Borrow Pits (MDS14 and MDS15) will be clearly visible from the house and park and the noise, light and air pollution from their workings will clearly be significant.

Potter’s Farm (MDS16), a Listed Building, will be similarly adversely affected by the Roundabout and the Borrow Pits.

There has been no assessment of impact, nor of proposed mitigation. EDF has to date not discussed with us any mitigation measures at all.

Adverse effects on homes, family life and property are addressed in Article 8 of the European Convention on Human Rights and the First Protocol to the Convention.

EDF’s Environmental Impact Assessment is defective in respect of mitigation and the assessment of cumulative, indirect and medium- and long-term effects.

General

Our family have spent nearly 60 years building up our farm business. Our employees and tenants are all of long standing and contribute to the life of the community at Eastbridge and Theberton. EDF has shown no concern for the effect which the SZC project will have on our estate or the lives and livelihoods of people living in and around Eastbridge. Indeed EDF consistently leaves the village altogether off the maps which they put out, as if to suggest to the wider world that we don’t exist and that no-one in Eastbridge will be adversely affected by the development of SZC. Crime, violence,

drugs and prostitution all featured large in nearby Leiston during the construction of Sizewell B. The police station there was closed recently, giving even more cause for concern. EDF has ignored the very real threat to the way of life, environment, health and security of local people. Not only will our farm and Eastbridge suffer devastating consequences if SZC goes ahead, but the development as currently proposed will involve environmental damage on a massive scale. As we are sure you are aware, the site is next to the Minsmere Bird Reserve, one of international significance, and the construction works will involve irretrievable harm to land designated as SSSI, Ramsar, and AONB bordering a fragile coastline already endangered by erosion, for which no adequate mitigation has been proposed. Once lost or damaged, these environmental assets cannot be replaced.

No engagement, no meaningful consultation and no mitigation. One has to ask: 'Why not?'.

Key:

- Option Land - 24.14 Acres
- Property - 392.20 Acres

**TITLE BOUNDARIES BASED ON
THE NATIONAL POLYGON DATAS**

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Notes:

- arable
- marsh
- grassland
- wood/other

Coordinate System: British National Grid
Projection: Transverse Mercator
Datum: OSGB 1936

Interest:

Emma Louise Dowley & Laurence Jus
Dowley & Cripps Trust Corporation Ltd

Location:

Coords: 644,833 265,921

Scheme Name:

Sizewell C NNB

Drawing Name:

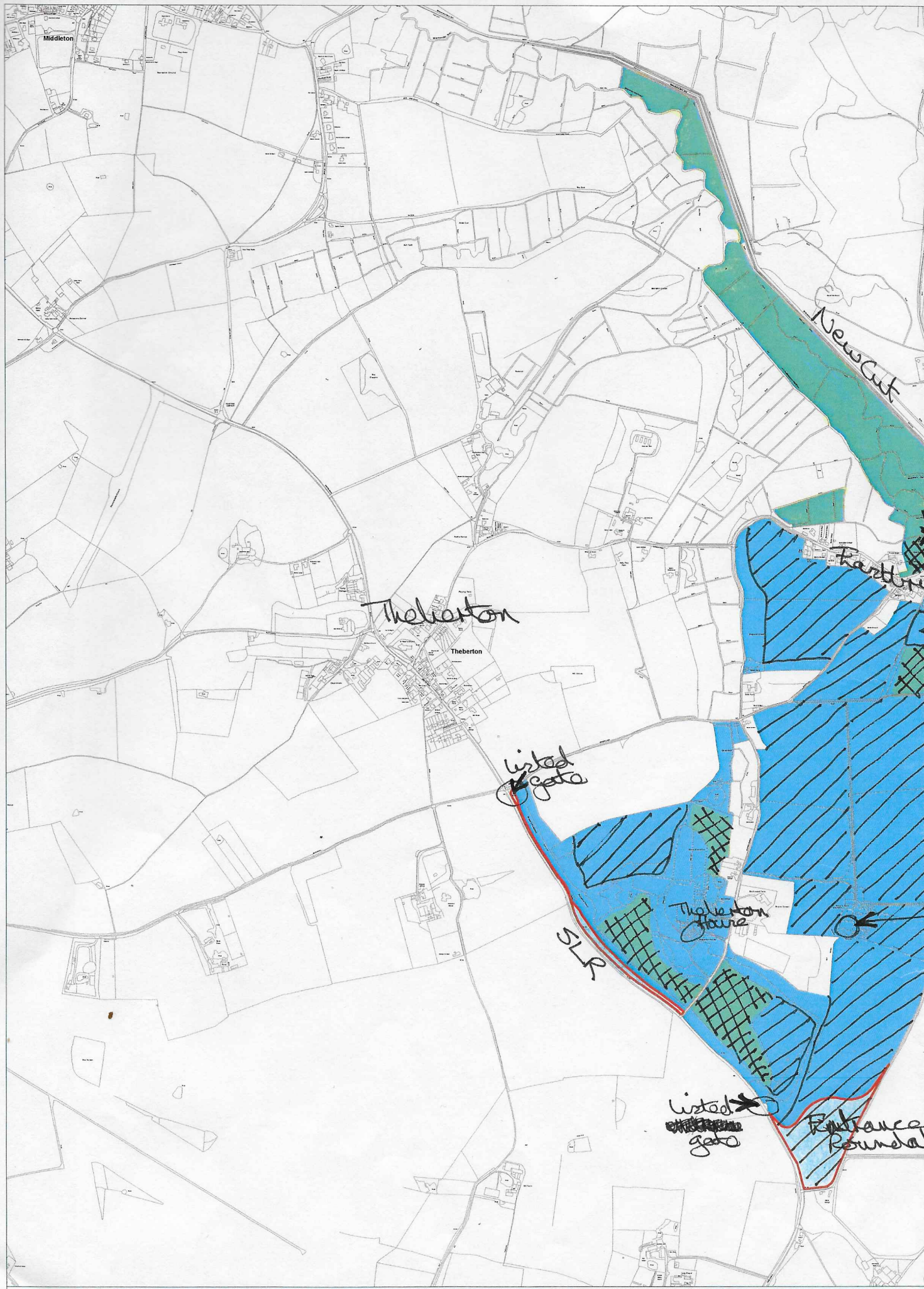
Information Plan

Drawing No: 191934_PLN_INFO_408.

Rev	Date	Description
-	23.12.2021	First Issue
A	21.01.2021	Amending Areas

Drawn:	LM
Approved:	JCD
Sheet No:	1 of 1
Sheet Size:	A3





Thank you for your enquiry, Justin

Yes, the Club suffered significant damage to the River Course following the tidal surge experienced in December 2013 (not 2015)

I attach a photograph taken at the time and the introduction to a report received from the Club's Golf Course Architect in February 2014 after he visited the Club to assess the damage and consider the options

In the event, we worked in partnership with the neighbouring landowner to adopt a water management plan, creating long shallow banks to allow water to overtop the banks during extreme high tides rather than breach the banks as had happened with the River wall. We were advised that the Environment Agency would not allocate funds to repair the River wall

We altered the golf course to move the 3rd green and 4th tee onto higher ground and we accept that salt water will flood onto the low lying part of the 3rd fairway and onto the edge of the 6th fairway from time to time – not ideal but manageable as at Brancaster. We created a pond in front of the new 4th green.

We installed an irrigation borehole on the River Course in 2020 to supply the Club's water – this was the result of two years' planning and our consultant (the excellent Paul Bradford from SWS) was satisfied that regular saline incursion onto Hazlewood Marshes and a small area of the River Course wouldn't cause a problem to the Club's new water supply

I hope this is helpful

Best wishes

David



1) Introduction

We were asked to visit Aldeburgh Golf Club on the 29th January 2014 in order to advise on what measures could be taken to minimise the risk of future flooding of the River Course in the light of recent floods.

As background, the lower areas of the River Course flooded on the night of the 5th December, up to around 2.50m above ordnance datum, when a tidal surge breached the banks of the River Alde on Hazelwood Marches. This encompassed the 3rd green, 4th tee and 6th green areas, and parts of the fairways on these holes. Since then, the lower areas of the River Course have continued to flood at each high tide, causing damage to the grass sward and soil composition through saturation and the deposition of salt and silt.

Given the fact that the Environment Agency is unlikely to repair the breaches to the river bank flooding is likely to be a regular occurrence in the future when the tide is high and the Club is therefore keen to do something to protect the course should this prove to be the case. We were asked to consider how the course could best be protected at reasonable cost and we will outline our proposals within this report.

David Wybar
Secretary, Aldeburgh Golf Club

-----Original Message-----

From: Justin Dowley [REDACTED]
Sent: 19 May 2021 20:33
To: David Wybar [REDACTED] <[\[REDACTED\]@aldeburghgolfclub.co.uk](mailto:[REDACTED]@aldeburghgolfclub.co.uk)>
Subject:

Dear David

Re the Sizewell PINs hearing, it would be very helpful to say that Aldeburgh GC had some problems with sea water during the Dec 2015 (I think that was the date) floods.

We are concerned about the risks of salt water incursion onto our Eastbridge marshes and into our irrigation borehole.

Is it correct to say that AGC had such problems?

Best

Justin

Sent from Justin's iPhone