Draft Comment on the Draft Development Consent Order
(Draft DCO) Tracked Changes Version – Revision 4 against Revision 3

The paper throughout refers to 'the undertaker' and does not, to my mind clearly identify this 'undertaker'. Much of the language is in the passive mode – 'an application has been made' not active – 'xyz has made an application'. Maybe this is just the way infrastructure planning is conducted.

Implicitly, however, it seems to me that carte blanche is being sought or taken for granted for a fundamental shift of ownership and stewardship responsibility.

It appears that the body applying for the DCO is EDF Nuclear Generation Limited. During the document there is then a section on page 16 which seems to name NNB Generation Company (SZC) Limited as the beneficiary of the provisions although it is not the 'undertaker'.

On page 9 we read
"EDF Nuclear Generation Limited" means EDF Nuclear Generation Limited (Company number 03076445), being the holder of a nuclear licence under section 3 of the Nuclear Installation Act 1965;

Until page 16 of this document there are many references to 'the undertaker' but, to my mind, no clarity as to who is the undertaker.

Is EDF Nuclear Generation Limited making the application? Is it the undertaker?

Then there is , on p16, a significant section in which the words 'the undertaker' are struck out and replaced by NNB Sizewell :

8. Subject to article 9 (Consent to transfer benefit of Order), the provisions of this Order have effect solely for the benefit of ~~the undertaker~~).NNB Generation Company (SZC) Limited save for (a) the Sizewell B relocation works 1 and the Sizewell B relocation works 2, for which the provisions of this Order have effect for the benefit of NNB Generation Company (SZC) Limited and Energy Nuclear Generation Limited; (b) in respect of any rail works, for which the provisions of this Order have effect for the benefit of NNB Generation Company (SZC) Limited and Network Rail; and (c) in respect of any grid works, for which the provisions of this Order have effect for the benefit of NNB Generation Company (SZC) Limited and National Grid. (2) Paragraph (1) does not apply to the works for which consent is granted by this Order for the express benefit of owners and occupiers of land, statutory undertakers and other persons affected by the authorised

The following para or 'article ' reads

Consent to transfer benefit of Order 9*.*
—(1) The undertaker may, with the written consent of the Secretary of State— (a) transfer to another person ("the transferee") any or all of the benefit of the provisions of this Order (including the deemed marine licence, in whole or in part) and such related statutory rights as may be agreed between the undertaker and

the transferee; or 17 (b) grant to another person ("the lessee") for a period agreed between the undertaker and the lessee any or all of the benefit of the provisions of this Order (including the deemed marine licence, in whole or in part) and such related statutory rights as may be so agreed

Summary and Question

I am a layman and a concerned member of the public and as I read the DCO I sense a deliberate ambiguity.

One body (on EDF's balance sheet) is presenting itself as the applicant for planning permission. The applicant is the body which enjoys the current nuclear licence.

Halfway through the document this body ceases to be referred to and instead attention is turned to another body, which does not have a nuclear licence, but is intended to be the vehicle (off EDF's balance sheet) for whose benefit the application is being made.

Is there any way, in law, of objecting to this, or at least inserting some safeguards on behalf of the community who will bear the brunt of the construction impacts, and the taxpayer and the electricity bill-payer who are, unlike at Hinkley, on the hook for cost overruns?

It feels like sleight of hand.

The body known to the nuclear licensing authorities makes the application. It makes all kinds of promises and commitments.

The DCO grants that body the right to slip out of the back door and leave the new 'ghost' company in charge.

The only two bodies which, at present, we know might be the owners of the 'ghost company' are EDF – which has admitted that it lacks the financial capital to allow this company to be on its balance sheet, and China General, a company under the political control of the Chinese government which has already faced charges of espionage in the USA.

I asked this question at the DCO hearing and was told that the Secretary of State must approve any transfer. I would respectfully suggest to the inspectors that their observations to the Secretary of State are important. Are they content with a position where one company makes promises but the company required to fulfil the promises is another company which is an unknown quantity? I would therefore urge the Inspectors to state a clear position when they arrive at their conclusions.

The culture, behaviour, reliability and credibility of a company cannot be assessed in the absence of knowledge of who its owners are, and what their motivation, incentives and track record are.

Is it not reasonable in natural justice to argue that the body which is going to be required to live by the commitments that have been made should be making the application? I would suggest in common sense therefore that no planning permission can therefore be decided upon before the company responsible for implementation, with its ownership established, presents itself formally and establishes its bona fides.

The Planning Inspectorate cannot be in a position to assess whether the commitments of the 'ghost company' are credible and therefore I respectfully suggest that any conclusion on granting planning permission would have to be provisional , with a further hearing once the identity of the 'ghost company' is known.

The decision of the Secretary of State can then be made with all the relevant issues on the table

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23 July 2021