



Aarhus Convention Compliance Committee  
Attn. Ms Fiona Marshall  
Secretary to the Aarhus Convention Compliance Committee

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**Via e-mail only**

Date 16 March 2017  
Re Ref. Communication ACCC/C/2014/104  
Borssele nuclear power plant

Dear Ms Marshall,

Further to your letter of 3 March 2017 setting forth two questions posed by the Aarhus Convention Compliance Committee in the context of deliberations on its draft findings on communication ACCC/C/2014/104, I have the honour to inform you as follows.

In reply to the first question, I can confirm that the covenant between the State Secretary of Housing, Spatial Planning and the Environment, the Minister of Economic Affairs, EPZ, Essent Energie B.V. and Delta Energy B.V., which entered into force on 16 June 2006, is still in force. Under the covenant, the closure of the Borssele Nuclear Power Plant (Borssele NPP) was set at the end of 2033, which constituted a restriction of the plant's license that was issued for an indefinite period. This date of closure of 2033 has been codified in Section 15a, paragraph 1, of the Netherlands' Nuclear Energy Act.

In reply to the second question, I can confirm that the Committee's understanding is correct that, pursuant to article 3.1 and article 10 of the covenant, provided EPZ, Delta and Essent had met all their obligations under the covenant, if the Government would close the Borssele NPP before 31 December 2033, the Government would be bound to give reasonable compensation for the losses suffered and profits lost by EPZ, Delta and Essent up to 31 December 2033. The license under the Netherlands' Nuclear Energy Act for the Borssele NPP in 1973 was, following its establishment, issued for an indefinite period of time. Limitation of the validity of the license would give EPZ a right to compensation. Under the covenant, EPZ was prepared to renounce that right to compensation, provided that the date of closure was set at the end of 2033 and not earlier.

I hope that this reply will enable the Compliance Committee to finalise its draft findings.

Yours sincerely,

René Lefeber  
Deputy Legal Adviser