
STATUTORY INSTRUMENTS

2022 No. 157

INFRASTRUCTURE PLANNING

The Thurrock Flexible Generation Plant
Development Consent Order 2022

Made - - - - 16th February 2022

Coming into force 10th March 2022

THE THURROCK FLEXIBLE GENERATION
PLANT DEVELOPMENT CONSENT ORDER 2022

PART 1

PRELIMINARY

1. Citation and commencement
2. Interpretation

PART 2

PRINCIPAL POWERS

3. Development consent etc. granted by the Order
4. Limits of deviation
5. Maintenance of authorised development
6. Operation of generating station
7. Benefit of Order
8. Consent to transfer benefit of Order
9. Defence to proceedings in respect of statutory nuisance
10. Disapplication of legislation etc.

PART 3

STREETS

11. Street works
12. Application of the 1991 Act
13. Temporary restriction of use of streets
14. Access to works
15. Traffic regulation

Status: This is the original version (as it was originally made).

PART 4

SUPPLEMENTAL POWERS

16. Discharge of water
17. Authority to survey and investigate the land
18. Removal of human remains

PART 5

POWERS OF ACQUISITION

19. Compulsory acquisition of land
20. Statutory authority to override easements and other rights
21. Time limit for exercise of authority to acquire land compulsorily
22. Compulsory acquisition of rights
23. Private rights
24. Application of the 1981 Act
25. Acquisition of subsoil only
26. Modification of Part 1 of the 1965 Act
27. Rights under or over streets
28. Temporary use of land for carrying out the authorised development
29. Temporary use of land for maintaining the authorised development
30. Statutory undertakers
31. Apparatus and rights of statutory undertakers in stopped up streets
32. Recovery of costs of new connections
33. Special category land
34. Funding

PART 6

OPERATIONS

35. Felling or lopping of trees and removal of hedgerows

PART 7

MISCELLANEOUS AND GENERAL

36. Protective provisions
37. Operational land for the purposes of the 1990 Act
38. Certification of plans, etc.
39. Service of notices
40. No double recovery
41. Application of landlord and tenant law
42. Arbitration
- Signature

SCHEDULES

SCHEDULE 1 — AUTHORISED DEVELOPMENT

SCHEDULE 2 — REQUIREMENTS

PART 1 — REQUIREMENTS

1. Interpretation

2. Time limit
 3. Notice of commencement of authorised development
 4. Detailed design
 5. Code of construction practice
 6. Construction traffic management plan
 7. Construction worker travel plan
 8. External lighting
 9. Construction hours
 10. Surface and foul water drainage
 11. Flood evacuation plan
 12. Contaminated land
 13. Archaeology
 14. Landscaping and ecological management plan
 15. Construction compound restoration
 16. Operational noise
 17. Local employment and skills strategy
 18. Operational hours
 19. Details to accord with Environmental Statement
 20. Carbon capture readiness
 21. Carbon capture readiness monitoring report
 22. Amendments to approved plans, etc.
 23. Anticipatory steps
 24. Submissions and approvals
- PART 2 — APPROVAL OF MATTERS SPECIFIED IN REQUIREMENTS
25. Applications made under requirements
 26. Further information
 27. Provision of information by Consultees
 28. Fees
 29. Appeal
 30. Documents

SCHEDULE 3 — TRAFFIC REGULATION SUSPENSION OF EXISTING
TRAFFIC REGULATION ORDERS

SCHEDULE 4 — HIGHWAYS SUBJECT TO TEMPORARY CONTROL OR
RESTRICTION

SCHEDULE 5 — LAND OF WHICH TEMPORARY POSSESSION MAY BE
TAKEN AND IN WHICH ONLY RIGHTS ETC MAY BE
ACQUIRED

SCHEDULE 6 — LAND OF WHICH ONLY TEMPORARY POSSESSION MAY BE
TAKEN

SCHEDULE 7 — MODIFICATION OF COMPENSATION AND COMPULSORY
PURCHASE ENACTMENTS FOR CREATION OF NEW RIGHTS
AND IMPOSITION OF RESTRICTIVE COVENANTS

1. Compensation enactments
2. Without limitation on the scope of paragraph 1, the 1961...
3. (1) Without limitation on the scope of paragraph 1, the...
4. Application of Part 1 of the 1965 Act

SCHEDULE 8 — PROTECTIVE PROVISIONS

Status: This is the original version (as it was originally made).

PART 1 — FOR THE PROTECTION OF ELECTRICITY, GAS, WATER AND SEWAGE UNDERTAKERS

1. For the protection of the utility undertakers referred to in...
2. In this Part of this Schedule— “alternative apparatus” means alternative...
3. Land not affected by this Part
4. Apparatus in restricted streets
5. Acquisition of land
6. Removal of apparatus
7. Facilities and rights for alternative apparatus
8. Retained apparatus
9. Expenses and costs
10. (1) Subject to sub-paragraphs (2) and (3), if by reason...
11. Cooperation
12. Nothing in this Part of this Schedule affects the provisions...
13. Provision for Anglian Water Services Limited

PART 2 — FOR THE PROTECTION OF ANGLIAN WATER SERVICES LIMITED

1. For the protection of Anglian Water, the following provisions have...
2. In this Part— “Anglian Water” means Anglian Water Services Limited...
3. The undertaker may not interfere with, build over or near...
4. The alteration, extension, removal or re-location of any apparatus may...
5. In the situation, where in exercise of the powers conferred...
6. Regardless of any provision in this Order or anything shown...
7. If in consequence of the exercise of the powers conferred...
8. If in consequence of the exercise of the powers conferred...
9. If for any reason or in consequence of the construction...
10. Notwithstanding the provisions of article 16(2), for any sewer or...
11. Where the detailed design for any part of the authorised...

PART 3 — FOR THE PROTECTION OF OPERATORS OF ELECTRONIC COMMUNICATIONS CODE NETWORKS

1. For the protection of any operator, the following provisions have...
2. In this Part of this Schedule— “the 2003 Act” means...
3. The exercise of the powers conferred by article 30 (statutory...
4. (1) Subject to sub-paragraphs (2) to (4), if as a...
5. This Part of this Schedule does not apply to—
6. Nothing in this Part of this Schedule affects the provisions...

PART 4 — FOR THE PROTECTION OF THE ENVIRONMENT AGENCY

1. The following provisions apply for the protection of the Agency...
2. In this part of this Schedule— “the Agency” means the...
3. (1) Before beginning to construct any specified work, the undertaker...
4. Without limiting paragraph 3 but subject always to the provisions...
5. (1) Subject to sub-paragraph (2), any specified work, and all...
6. (1) Subject to sub-paragraph (6), the undertaker must from the...
7. If by reason of the construction of any specified work...
8. If by reason of construction of a specified work the...
9. (1) The undertaker must take all such measures as may...
10. The undertaker shall indemnify the Agency in respect of all...
11. (1) The undertaker is responsible for and shall indemnify the...
12. Any dispute arising between the undertaker and the Agency under...

PART 5 — FOR THE PROTECTION OF NATIONAL GRID AS ELECTRICITY AND GAS UNDERTAKER

1. Application
2. Interpretation

3. On Street Apparatus
4. Apparatus of statutory undertakers in temporarily restricted streets
5. Acquisition of land
6. Removal of apparatus
7. Facilities and rights for alternative apparatus
8. Retained apparatus: protection of electricity undertaker
9. Retained apparatus: protection of gas undertaker
10. Expenses
11. Enactments and agreements
12. Co-operation
13. Access
14. Arbitration
15. Notices

PART 6 — FOR THE PROTECTION OF NETWORK RAIL

1. Part to have effect unless otherwise agreed
2. Interpretation
3. (1) Where under this Schedule Network Rail is required to...
4. (1) The promoter must not exercise the powers conferred by—...
5. (1) The promoter must, before commencing construction of any specified...
6. (1) Any specified work and any protective works to be...
7. The promoter must— (a) at all times afford reasonable facilities...
8. Network Rail must at all times afford reasonable facilities to...
9. (1) If any permanent or temporary alterations or additions to...
10. The promoter must repay to Network Rail all reasonable fees,...
11. (1) In this paragraph— (a) “EMI” means, subject to sub-paragraph...
12. If at any time after the completion of a specified...
13. The promoter must not provide any illumination or illuminated sign...
14. Any additional expenses which Network Rail may reasonably incur in...
15. (1) The promoter must pay to Network Rail all reasonable...
16. Network Rail must, on receipt of a request from the...
17. In the assessment of any sums payable to Network Rail...
18. The promoter and Network Rail may, subject in the case...
19. Nothing in this Order, or in any enactment incorporated with...
20. The promoter must give written notice to Network Rail if...
21. The promoter must no later than 28 days from the...

PART 7 — FOR THE PROTECTION OF PORT OF TILBURY LONDON LIMITED

1. The provisions of this Part of this Schedule have effect...
2. In this Part of this Schedule “the affected highways” means...
3. The undertaker must not exercise the powers conferred by articles...
4. (1) The undertaker must not in the exercise of the...
5. (1) At least 56 days before commencing the carrying out...
6. In exercising the powers conferred by the Order in relation...
7. (1) Where the undertaker carries out any works to any...
8. Any person duly appointed by Port of Tilbury London Limited...
9. (1) Port of Tilbury London Limited may at any time...
10. (1) The undertaker is to be responsible for, and must...
11. The fact that any work or thing has been executed...
12. Save to the extent expressly provided for nothing in this...
13. With the exception of any duty owed by Port of...
14. (1) Any difference arising between the undertaker and Port of...
15. The undertaker must give written notice to Port of Tilbury...

Status: This is the original version (as it was originally made).

PART 8 — FOR THE PROTECTION OF HIGHWAYS ENGLAND
COMPANY LIMITED

1. Application
2. Interpretation
3. Approvals
4. Construction of the authorised development
5. Payments
6. Interaction with the Lower Thames Crossing
7. Expert determination

PART 9 — FOR THE PROTECTION OF RWE GENERATION (UK) Plc

1. The provisions of this part of this Schedule have effect...
2. (1) In this Part of this Schedule— “the road” means...
3. Exercise of Powers
4. Existing apparatus
5. Road, proposed road and RWE Undertaking
6. General
7. The undertaker and RWE must each act reasonably in connection...
8. Notices

PART 10 — FOR THE PROTECTION OF THURROCK BOROUGH
COUNCIL

1. The provisions of this Part of this Schedule have effect...
2. In this Part of this Schedule— “costs” will include the...
3. Road condition surveys
4. (1) The undertaker will notify the Council of—
5. (1) The Council will invoice the undertaker for the reasonable...
6. HGV route remediation
7. (1) The Council will, having regard to the road condition...
8. (1) Where the undertaker’s HGV use deviates from the anticipated...
9. Specified works
10. (1) Any officer of the Council duly appointed for the...
11. The undertaker must, if reasonably required by the Council, provide...
12. Level crossing warning illuminated signage
13. Payment of invoices
14. Disputes
15. Indemnity

Explanatory Note