

DEPARTMENT FOR ENERGY SECURITY AND NET ZERO
ELECTRICITY ACT 1989
TOWN AND COUNTRY PLANNING ACT 1990
CONSTRUCTION AND OPERATION OF A GENERATING STATION AT CORYTON. ESSEX

1. Pursuant to section 36c of the Electricity Act 1989 the Secretary of State for Energy Security and Net Zero (the Secretary of State) hereby consents to internal modifications by Coryton Energy Company, Ltd. (the Company) to the combined heat and power capable combined cycle gas turbine generating station at Coryton in the County of Essex (the Development), and to the operation of that generating station.
2. Subject to paragraph 3(1), the Development after the internal modification works shall be of up to 850 MW capacity and comprise:
 - (a) two gas turbines, heat recovery steam generators and steam turbines;
 - (b) air cooled condensers;
 - (c) one 400kV sub-station;
 - (d) ancillary plant and equipment; and
 - (e) the necessary buildings (including administration buildings) and civil engineering works.
3. This consent is granted subject to the following conditions:
 - (1) Except where otherwise required by virtue of the planning permission deemed to be granted by paragraph 4 or where the written permission of the Secretary of State has been given to any variation in design, construction or operation of the Development, the Development shall be constructed and operated in accordance with the details contained in the Company's application of 3 June 1996, as varied by the Company's letter of 21 January 1997 and the application dated [INSERT MONTH] 2023, subject to any further immaterial changes which may be approved by the District Council pursuant to the requirements of the planning permission to be granted.
4. The Secretary of State in exercise of the powers conferred on him by section 90(2) of the Town and Country Planning Act 1990 hereby directs that planning permission for the Development be deemed to be granted subject to the following conditions:

Definitions:

- (1) In these Conditions, unless the context otherwise requires –
 - "Bank Holiday" means a day that is or is to be observed as a Bank Holiday or a holiday under the Banking and Financial Dealings Act 1971;
 - "the Borough Council" means the Thurrock Borough Council and its assigns and successors in title;
 - "the Company" means Mobil Oil Company Limited and its assigns and successors in title;
 - "contractors compound" means the area of land coloured blue on Fig 2.2, annexed hereto;

¹ Varied by letter dated [INSERT DATE OF VARIATION CONSENT]

"the Development" means the combined heat and power combined cycle gas turbine generating station at Coryton in the County of Essex;

"emergency" means circumstances in which there is reasonable cause for apprehending imminent injury to persons, serious damage to property or danger of serious pollution to the environment;

"Environment Agency" means the Environment Agency and its assigns and successors in title;

"owned land" means the area of land outlined red on the drawing entitled "EXTENT OF MOCL LAND", annexed hereto;

"the Site" means the area of land coloured red on Fig 2.2, annexed hereto.

The Site

(2) The operation of the Development shall only take place within the boundary of the Site.
Reason: To ensure that no operation takes place beyond the boundary of the site which is the area which is the subject of this planning permission.

The Limits

Suppression of Dust and Dirt

(

Lighting

(9) .

(10) Any new lighting shall be submitted to and approved in writing by the Borough Council prior to installation.

Reason: To ensure that the Site is properly lit but without causing nuisance to occupiers of neighbouring industrial premises and road users.

Layout and Design

(11)

(12)

(13)

(14)

(15)

(16) The two existing Manorway junctions and internal site roads as shown on Location Plan (ref: 1620016112-RAM-IA-ZZ-00001) shall be maintained to the satisfaction of the Borough Council for the duration of the operation of the Development unless otherwise agreed in writing with the Borough Council.

Reason: To enable the Borough Council to exercise reasonable and proper control over the design and appearance of the Development and access to it.

¹ Varied by letter dated [INSERT DATE OF VARIATION CONSENT]

Construction

(17)

(18)

Noise

(19)

(20)

(21)

(22) Except in an emergency, the Company shall give at least 2 working days prior notice in writing to the Borough Council of any proposed operation of emergency pressure valves or similar equipment. Such operation, as far as reasonably practicable, shall take place between the hours of 09.00 and 17.00 and shall not be carried out on any Saturday, Sunday or Bank Holiday.

Reason: To ensure the proper control of noise during the operation of the Development and to give advance warning of the timing of exceptionally noisy events.

Landscaping

(23)

(24)

(25)

Prevention of contamination of Watercourses

(26)

26a The drainage facilities on the Site constructed and operated shall be maintained for the duration of the operation of the Development, unless otherwise agreed in writing with the Borough Council.

(27)

Atmospheric Emissions

(32) All data relating to emissions into the air from the Development which are supplied by the Company to the enforcing authority pursuant to the Environmental Protection Act 1990 or any other relevant legislation, for publication on the public register, shall be supplied by the Company, as soon as possible after the data become available to the Borough Council and the County Council respectively, except where any party has informed the Company in writing that it does not wish the Company to supply all or part of such data to it.

Reason: To ensure that the Councils are given access to information required for the exercise of their functions.

Air Pollution Monitoring

(33)

(34)

¹ Varied by letter dated [INSERT DATE OF VARIATION CONSENT]

Reason:

Fuel

(35) All natural gas for use in the operation of the Development shall be conveyed to the Site only by pipeline.

Reason: To ensure that no gas for use in the Development is transported by road.

Contaminated Waste

(38)

(39)

Default of Agreement

(40) Where any matter is required to be agreed in writing by the Borough Council under any of the foregoing Conditions that matter shall in default of agreement be determined by the Secretary of State for Energy Security and Net Zero

Further Immaterial Changes to the Conditions by the Borough Council

(41) Where the word “unless otherwise agreed in writing with the Borough Council” appear, such agreement may only be given in relation to further immaterial changes where it has been demonstrated to the satisfaction of the District Council that the agreement is unlikely to give rise to any materially new or materially different effects on the environment from those assessed in the Environment Statement.

Reason: To make clear that where provision is made for the Borough Council to agree variations to the Conditions, the scope of any such variations will be limited to immaterial changes.

Date: [TBC] December 2023

TBC
Planning
Director
Department for Energy Security and Net Zero