

IMMINGHAM EASTERN RO-RO TERMINAL DCO APPLICATION

PINS REFERENCE TR030007

SUMMARY OF CASE MADE AT ISH1 BY DFDS

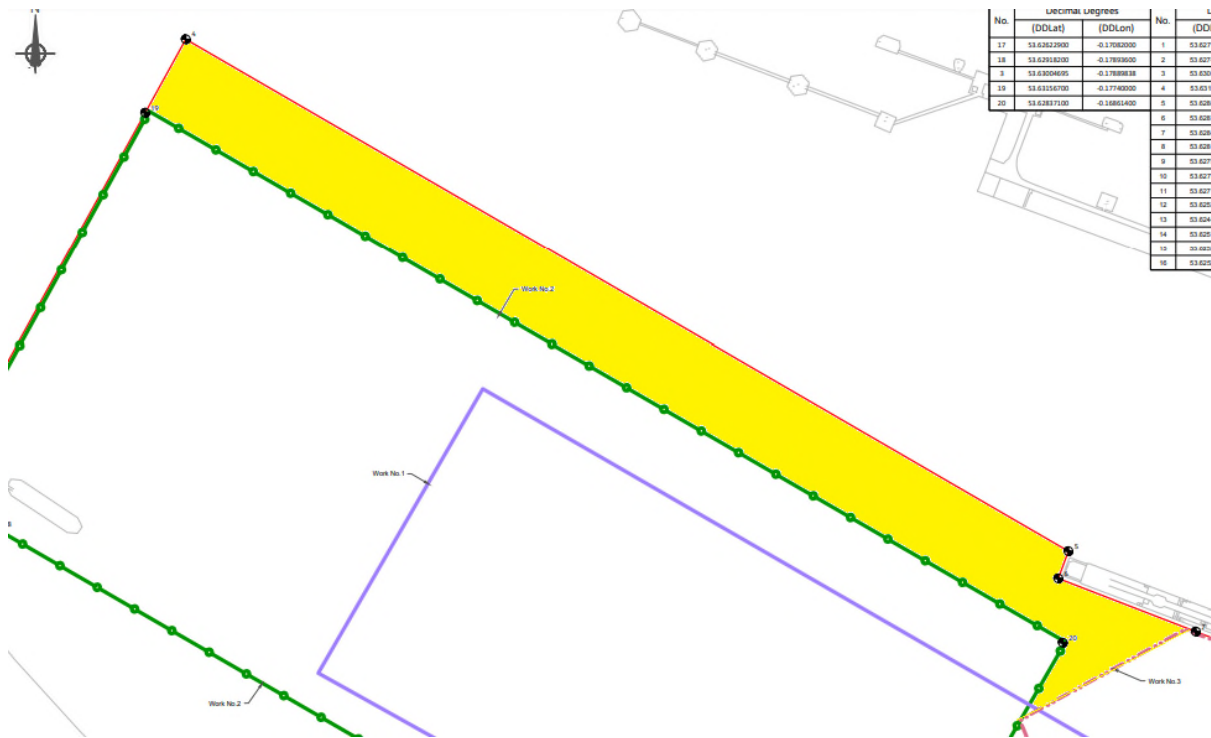
Introduction

1. This document is summary of the case that DFDS Seaways plc (**DFDS**) made at Issue Specific Hearing 1 that took place on the afternoon of 25 July 2023. At the end of the hearing it was made clear that this summary should focus on points not set out in relevant representations or other submissions. This summary therefore puts in italics the points that DFDS consider are new, expressed in more detail than previously or react to responses from the ExA or other parties.

DCO Articles

Article 2

2. *DFDS are neutral about the use of 'company' or 'undertaker' as long as it is consistent.*
3. *In terms of 'relevant planning authority' DFDS consider that this should not be restricted to North East Lincolnshire Council as it considers the West Gate and the A160 to be impacted by this project, which are in the area of North Lincolnshire Council.*
4. In terms of 'construct' it should not permit activities that go beyond what has been assessed in the environmental statement, e.g. the inclusion of the word 'reconstruct'. *The definition of 'maintain' is also wide but at least has a restriction to what has been environmentally assessed in Article 6 (which may make some of the definition of 'maintain' redundant) – 'construct' has no equivalent limitation.*
5. In relation to the definition of 'Order limits' the Works Plans do not set out the limits of construction activity as mentioned in the definition, and *DFDS question why the Order limits go beyond the limits of each work and what development is contemplated in such an area. For example, in this extract of sheet 1 of the Works Plans [APP-007], there is a seaward area beyond the limits of deviation of the works (the yellow area, the colouring has been added):*



Article 6

6. DFDS does not understand the purpose of article 6(1) and suggests it be removed. *Why would the Company restrict its ability to maintain the authorised development through an agreement?*

Article 7(b)

7. *The Applicant has acknowledged that (b)(ii) should not refer to the berthing pocket, Work No. 2.*

8. A building schedule was submitted with the revised application which contains building heights but this article still refers to the engineering sections, drawings and plans, so that may need to be amended.

Article 10

9. This article is expressed widely and does not make it clear what powers of compulsory acquisition are to be exercised on each power, just 'such rights as may be required'; *DFDS questions whether this should be made more explicit or it should be assumed that there could be outright acquisition in each case.*

10. The Book of Reference [APP-016] says that *parcels 7, 8a, 8b, 10 and 13* cannot be compulsorily acquired but that is not reflected or referred to in the dDCO and therefore technically they still could be acquired.

Article 16

11. This article refers to a paragraph (2) and yet there is no paragraph (2).

Article 21

12. *Article 21(1) imposes a cap of 660,000 ro-ro units a year but there is no mechanism for monitoring or reporting on this. In subsequent discussions it is understood that the Applicant has agreed to alter this to 1,800 ro-ro units a day, but the same issues would still apply.*

13. *Article 21(2) contains a 'tailpiece' as do Requirements 4, 12 and 19 in Schedule 1; at the hearing it appeared that the Applicant accepts that these are unacceptable and will remove them.*

Schedule 1

14. *DFDS considers that the area covered by Work No. 2 is too large for a dredge pocket for berthing at the new facilities, extending as it does all the way across to and including the end of the Eastern Jetty, and that the extent of Work No. 3 is too small as it does not protect the whole of the IOT finger pier nor all of the relevant part of the trunkway.*

15. *The ancillary works listed after the numbered works clearly do not apply to all of them and they have not been environmentally assessed as potentially applying to any work.*

Schedule 2

16. *Requirements 5, 6 and 8 and the corresponding CEMP and DML at Schedule 3 express piling restrictions inconsistently in different places, sometimes in duplicate. It would be clearer if they were only expressed once in one of these provisions or documents.*

17. *Requirement 11 does not require the Wildlife Enhancement Plan to be implemented.*

18. *Requirement 12 should refer to Work No. 12 to be clearer about what the improvements are.*

19. *Requirement 15 does not allow the CEMP to be varied, which conflicts with requirement 8, which does. Requirement 15 also requires general accord with the navigational risk assessment, but that does not contain provisions to accord to.*

20. *DFDS remains seriously concerned with requirement 18; and the amendments mentioned at the hearing by the Applicant do not appear to affect those concerns, indeed they may deepen them. It is unclear what would trigger a decision to require the construction of Work No. 3, and it would appear that this might be an accident or near miss, which would be entirely unacceptable. Note that DFDS does not accept that the process that has led to the conclusion that this work is not needed from the outset was carried out properly.*