

Planning Act 2008 – Infrastructure Planning (Examination Procedure) Rules 2010

Written Representation Regarding the Southampton to London
Replacement Pipeline Scheme

On behalf of Cove Cricket Club

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1 Summary

- 1.1 The Occupier is the leaseholder of a cricket ground, car park and other facilities located on Grasmere Road, Farnborough. The club is owned and run by its members on a not for profit basis and relies on a number of volunteers.
- 1.2 The club is affiliated with the England and Wales Cricket Board and Hampshire Cricket.
- 1.3 The club supports a number of junior and senior cricket teams and hosts a number of local tournaments. In addition the club performs a function as a local resource for local interest and support groups.
- 1.4 Overall a total of 0.21 hectares (0.53 acres) of land has been identified for compulsory acquisition by the applicant across various Classes 2-4 as described in the Book of Reference and the Draft Development Consent Order.
- 1.5 The land required for the Project will affect the Club's access gate, car parking area and land used for training purposes and may lead to the loss of the cricket nets. The temporary occupation of land as a result of the scheme will have a detrimental effect on the running of the cricket club.
- 1.6 The scheme affects the entrance gate and requires an access road through the club's car park which is heavily used by the club throughout the year.
- 1.7 Any construction activities in the summer months (April-Oct) will have a significant impact on the club and its facilities to the point where it may not be able to function.
- 1.8 The club is concerned how the future maintenance of the pipeline may affect its running.
- 1.9 The Owner considers the minimum notice period for temporary access is insufficient and should be extended to a minimum of 3 months.

2 Introduction

- 2.1 These are the Written Representations of the Cove Cricket Club (“the Occupier”) to the application for a Development Consent Order by Esso Petroleum Company Limited (“Esso”) identified as the Southampton to London Pipeline Project Development Consent Order (“the DCO”).
- 2.2 The Occupier is the leaseholder of a cricket ground, car park and other facilities located on Grasmere Road, Farnborough. In addition the Occupier is the owner of the clubhouse at the same address. The club is owned and run by its members on a not for profit basis and relies on a number of volunteers.
- 2.3 The club is used for a variety of different functions across the entire year. During the summer months its activities are related to cricket (April through to September) and during this time the club hosts a large number of cricket fixtures and training for different ages and abilities, both during weekday evenings and weekends.
- 2.4 The club supports a number of teams including juniors (Colts), six senior teams and hosts a number of local tournaments. There is one pitch available at the main ground together with a second pitch in the local recreation ground.
- 2.5 In addition to this, the club provides its facilities as a private hire venue for weddings, social/ community events and parties throughout the year particularly during the winter months when the cricket season has concluded. The cricket club is England and Wales Cricket Board and Hampshire Cricket accredited and acts and is maintained as a high level venue for both regional and local leagues.
- 2.6 It also supports and contributes significantly to the local community by allowing local schools in the catchment to use its facilities. In addition local community groups use the club as a base for various meetings and interest groups throughout the year.
- 2.7 This Written Representation concerns the land identified by Esso as being required for the Southampton to London Pipeline Project (“the Scheme”).
- 2.8 The matters raised in these Representations are matters concerning the acquisition of rights over the Occupier’s land and the impacts it will have on the use of the Occupier’s retained property which will be unduly affected by the acquisition and is required for matters of recreation and amenity.

3 Compulsory Acquisition of Land

- 3.1 The draft DCO identifies that part of the cricket ground, car park and access to the club will be required for the scheme.
- 3.2 Overall a total of 0.21 hectares (0.53 acres) of land has been identified for compulsory acquisition by the applicant across various Classes 2-4 as described below:
- 3.3 The different powers as described in the book of reference are:

Class 2 – creation of new permanent rights in relation to a 6.3 metre wide strip of land in which an underground pipeline and/or associated pipeline infrastructure may be located, over which:

- rights to enter with or without vehicles plant and equipment for all purposes associated with these rights;
- rights to install the Pipeline within the land at a depth of not less than 1200mm below the present surface of the land and afterwards to retain, inspect, maintain, repair, alter, renew, divert, replace and remove or render unusable the Pipeline or any part thereof in on or under the Order Land;
- rights to use the authorised development;
- right to inspect, survey and subsequently assess the surface of the 6.3 metre wide strip and the Pipeline from the surface or from the air;
- rights to prevent the planting of any trees and fell, trim, lop and remove any trees, bushes or other vegetation within the 6.3 metre wide strip;
- rights to prevent the construction of or remove any structures, buildings, material deposits, items or hazards that have been placed within the 6.3metre wide strip;
- rights of continuous vertical and lateral support for the pipeline and ancillary apparatus within the 6.3 metre wide strip;
- rights to place or renew markers for indicating the position of the Pipeline or any part of it;
- rights to erect and maintain stiles, gates, bridges or culverts for the facilitation of access to the Pipeline or any part of it;
- rights to construct works for the facilitation of maintenance or inspection, or protection from damage and deterioration, of the Pipeline or any part of it;
- rights to install boreholes and such other monitoring equipment as may be necessary to ensure the safe operation of the Pipeline and to assess the state and condition of the land in the vicinity of the Pipeline;
- rights to temporarily place on land on or under which the Pipeline or any part of it is situated materials, plant or apparatus required in connection with the Pipeline or any part of it.

Class 3 – creation of permanent rights in relation to the land, over which:

- rights to construct, use and maintain works including the provision of means of access and parking;
- rights to remove buildings, structures and vegetation from the land;
- rights to construct works including the provision of means of access; and
- to carry out any activities ancillary thereto;
- rights to require the landowner not to do or suffer anything to be done upon the land which may interfere with the undertaker's access, including without limitation not to erect

any building or structure or allow any plant or tree to grow within the land, not to change the level of the surface, ground cover or composition of the land or do or allow to be done anything that may cause the level of the surface, ground cover or composition to be altered, not to drill, dig or break up the land.

Class 4 – temporary possession powers which authorise the temporary possession of the relevant land for the construction and (for a duration of a 5 year maintenance period where the developer so chooses) the maintenance of the authorised development on the terms set out in those provisions.

4 Impact on the use of the Occupier's Property

General

- 4.1 The land required for the Project will affect the Club's access gate, car parking area and land used for training purposes around the cricket nets.
- 4.2 The temporary occupation of land as a result of the scheme will have a detrimental effect on the running of the cricket club.
- 4.3 Impacts may include the loss of the cricket nets which are likely to fall within the pipeline corridor, loss of the Club's only access point from the public highway and reduced capacity of car parking for both training and matches.
- 4.4 The powers being sought by the Applicant will sever the clubhouse from the public highway point thereby rendering the entire club unavailable during the Applicant's possession of the Order land.
- 4.5 It is likely that the construction of the pipeline in the vicinity of the club will take place over the summer months which will coincide with the busiest time of year for the Club and its cricket season. During the summer months the Club is used on a daily basis for evening training, local schools and club matches/tournaments on Saturdays/Sundays. Parking is at a premium during all sessions and all spaces are heavily used. The scheme will affect the existing entrance gate/wall requiring the widening of it in order to accommodate construction vehicles. The scheme also requires the creation of a construction access road through the car park which will remove several spaces during such time that the project is being constructed.
- 4.6 Although the Applicant states they will only require access over the Club's car park for a 'short period' of time in reality the powers being sought gives them the opportunity to remain in occupation for up to 5 years and also retain the ability to use this land as access during the maintenance period which is a further five years after the completion of the project.
- 4.7 The Club requires a legal undertaking from the Applicant to regulate the use of their land to minimise its impact and also need an agreement to ensure the clubhouse is not severed from the public highway for members and users of the club.
- 4.8 The Club have grave concerns over their ability to host matches, tournaments and training during such time that the Applicant is in occupation of their site. The club will

suffer a decline in memberships as a result of the works which would have a serious impact on revenue from memberships, bar sales and the hiring out of the clubhouse for private events. Subsequently, the club views this project as a significant risk to its existing and future operation.

- 4.9 It is anticipated that the local residential streets surrounding Grasmere Road will not be able to accommodate the construction traffic requirements for the project. Currently these residential roads are full of parked cars which intensifies during matches as the Club and the adjoining recreation ground. The removal of parking at the club will divert users onto the adjoining roads creating more traffic congestion and conflict points with construction traffic.
- 4.10 The Applicant has not provided any suggestions or commitments to provide alternative car parking in close proximity to the cricket club and it is feared that without such measures in place the potential inconvenience to their players / customers will be significant and may lead to customers attending other clubs in the locality.

Issue Specific – Access

- The scheme requires continuous access from Grasmere Road at all times and for all purposes related to the use of the club.
- The applicant to suitably reinstate the security gate and brick walls back to a condition which is acceptable to the Occupier and their Landlord. .
- The Occupier is concerned with impact on the residential roads leading up to the club.

Issue Specific – Car Park

- Loss of access and car parking capacity.
- The Occupier is concerned about the security of the site during the period when contractors are in occupation but not present

Issue Specific – Cricket Nets / Summer Months

- The Occupier is concerned about the time of year that the construction of the project is carried out as it will directly conflict with the height of the cricket season.
- The Occupier is concerned about the impact of noise and construction activities on the use and enjoyment of the Cricket Club and its scheduled fixtures between April and September.
- A large area of the cricket club where the cricket nets are situated is required for construction purposes.
- The impact on lost revenue and the ability for the club to continue operating

Issue Specific – Site restoration

- The Occupier requires a guarantee that the replacement Cricket Nets will be to the same specification as the nets that will be in place at the start of the construction of the project.
- The land required will need to be reinstated to a standard acceptable for playing cricket. It is understood and noted, that often after such projects the ground is left uneven and poor in condition.

5 Disproportionate Use of Powers

- 5.1 The pipeline has a limited design life (as shown by the need to replace the current pipe). Therefore it is not clear why the Applicant requires permanent rights over land in perpetuity.

6 Access to land for maintenance purposes

- 6.1 The Occupier has concerns as to how the Applicant will access their land in the event of an emergency or routine maintenance of their infrastructure. The access / gateway is very restrictive and could pose as a threat to any emergency or routine maintenance.

7 Temporary Notice Period

- 7.1 In accordance with Article 29 of the Draft DCO the Applicant can exercise its temporary possession powers by serving a minimum of 14 days' notice and can remain on the land for up to 1 year after the completion of the part of the authorised development specified in relation to the land.
- 7.2 Likewise the DCO, if granted, enables the Applicant to take possession of land subject to a minimum of 28 days' notice in the maintenance period which is 5 years after the completion of the relevant part of the project.
- 7.3 Both these notice periods, particularly the notice requiring possession of land for construction purposes is wholly inadequate and not practical. The Occupier would like a provision requiring Esso to providing a minimum of 3 months' notice for all works required on their property.