

IN THE DEPARTMENT FOR ENERGY SECURITY AND NET ZERO

**IN THE CASE OF: The National Grid Electricity Transmission PLC (VIP Cotswolds)
Compulsory Purchase Order 2025**

BETWEEN:

The National Grid Electricity Transmission PLC (VIP Cotswolds)

Acquiring Authority

and

(1) Jonathan Morton Stanley

(2) Corinium Construction Limited

Objectors

STATEMENT OF CASE

OF JONATHAN MORTON STANLEY

AND CORINIUM CONSTRUCTION LIMITED

1 INTRODUCTION

1.1 This Statement of Case is made on behalf of:

1.1.1 Jonathan Morton Stanley (title GR198746)

1.1.2 Corinium Construction Limited (title GR188403) together **“the Objectors”**.

1.2 It responds to the Statement of Case of National Grid Electricity Transmission Plc (NGET) dated 29 May 2025 and maintains the Objectors’ objection dated 29 May 2025 to the National Grid Electricity Transmission Plc (Cotswolds Visual Impact Provision Project (**“the Project”**)) Compulsory Purchase Order 2025 (**“the Order”**).

1.3 The Objectors’ land lies within the southern end of the Project and includes terminal towers ZF325 and ZF326. According to Order Land Plan 9 of 11 (21006866_PLN_INFO_747.11_D), most of their land is subject to acquisition of rights, save plot 09-015 which is subject to freehold acquisition.

1.4 The Objectors hold qualifying interests under section 12 of the Acquisition of Land Act 1981.

2 SUMMARY OF CASE

- 2.1 The Objectors support, in principle, the Project aim of reducing visual impact of transmission infrastructure in the Cotswolds National Landscape. However, they contend the Order is not justified on the evidence presented and should not be confirmed as drafted.
- 2.2 Further, the Objectors are concerned that the Project and its associated works will have a significant adverse effect on the landscape and character of the Area of Outstanding Natural Beauty at the Objectors' land. These effects are likely to undermine the overall aim of the Project. The Objectors believe that the pylons have been part of the landscape for decades, and their visual impact is less detrimental than the impact that prolonged intrusive industrial works will have on the area.
- 2.3 It is also not at all clear (because the Order and Statement of Reasons do not address the point, whether adequately or at all) on what basis this part of the Cotswolds National Landscape has been chosen for this project as opposed to any other area. The scoring or site selection criteria have not been disclosed, nor has the outcome of the scoring/site selection exercise.
- 2.4 The Order fails the "compelling case in the public interest" test because:
- 2.4.1 **Alternatives:** NGET has not robustly assessed or presented the most beneficial and deliverable southern end-point options (S5/S6) or the optimal southern CSEC siting (South End E vs South End F), nor provided sufficiently transparent comparative analysis.
 - 2.4.2 **Excessive land take:** Unnecessary permanent freehold acquisition (e.g. plot 09-015) and permanent compound land are sought where only temporary rights are needed.
 - 2.4.3 **Disproportionate construction footprint:** An up-to-100m swathe is proposed without adequate justification or binding control/mitigation measures commensurate with the Objectors' agricultural, holiday-let and commercial uses.
 - 2.4.4 **Inadequate engagement:** NGET has not taken reasonable steps to acquire the necessary interests by agreement or to address site-specific mitigation and accommodation works.
 - 2.4.5 **Insufficient environmental safeguards:** The OCEMP is high-level and non-binding at this stage; specific noise, vibration, dust, drainage, soils and monitoring commitments are not secured.
 - 2.4.6 **Human rights and Aarhus:** NGET's approach and documentation do not evidence adequate consideration of Article 8 ECHR, proportionality, or Aarhus-compliant transparency over option selection.
 - 2.4.7 **Best use of public funds:** although the principles underpinning this project are understood and appreciated (as already said), in times where the

Country requires more electricity power capacity (particularly with the use requirements of electric vehicles and the drive towards Net Zero obligations), the Objectors dispute that this project meets the public interest (and that other uses offer better value for money).

3 ENABLING POWER

- 3.1 The Objectors accept NGET's statutory powers under section 10 and Schedule 3 of the Electricity Act 1989, but they do not accept that those powers were exercised with regard to all applicable non-statutory guidance relating to the promotion of compulsory purchase orders in England.
- 3.2 On the current evidence and drafting, NGET has not complied with the Ministry of Housing, Communities & Local Government document 'Guidance on the Compulsory Purchase Process' which requires the acquiring authority to satisfy a compelling case in the public interest and proportionality test.

4 DESCRIPTION OF THE PROJECT

The Objectors agree the Project would underground ~7km and remove a net 16 pylons. However, the Order as drawn imposes unnecessary permanent acquisition and construction burdens on their landholding and businesses and does not maximise benefits where feasible and proportionate alternatives exist.

5 JUSTIFICATION

5.1 Policy and statutory duties:

NGET relies on section 38 and Schedule 9 of the Electricity Act 1989 and section 85 Countryside and Rights of Way Act 2000. The Objectors contend the chosen southern solution underdelivers against these duties compared to S5/S6 and, at minimum, compared to a South End E configuration.

5.2 Alternatives (NGET SoC section 7):

5.2.1 Southern end-point S5/S6: NGET's dismissal of S5/S6 is inadequately evidenced. Ending at S5/S6 would:

- (a) remove additional pylons and deliver greater landscape gains,
- (b) better conserve and enhance natural beauty and heritage,
- (c) improve public enjoyment along the A40 corridor and National Trail,
- (d) remain technically feasible and economic. The Objectors have proactively engaged with the landowner south of the A40 (Koloshi/Gagan site) who has indicated willingness in principle to host a sealing end compound south of the A40, offering a realistic and screenable alternative better aligned with the Project's aims.

- 5.2.2 In their Statement of Case, NGET seem to accept that S5/S6 would further the Projects' objectives but explain these options are not feasible due to fundamental technical challenges. However, NGET does not provide sufficient explanation as to why these options would prove challenging and how much time, funds or effort would be required to accommodate them.
- 5.2.3 It is the Objectors' case that, quite separately from any other matter set out herein or in their objection, this issue alone is sufficient for the CPO not to be confirmed. Inadequate consideration was given of the alternatives, particularly the S5/S6 alternative rendering the CPO unjustifiable.
- 5.3 Proportionality of land and rights (NGET SoC section 8):
- 5.3.1 Permanent freehold take (plot 09-015) and permanent compound land: NGET seeks freehold on plots that are only needed temporarily (construction compounds). The reliance on the unavailability of Housing and Planning Act 2016 temporary possession powers is not a substantive justification to take freehold; tailored time-limited lease/temporary rights can be agreed by private treaty or secured via modified CPO drafting and post-completion handback undertakings. Absent such, permanent acquisition is disproportionate.
- 5.3.2 Construction swathe (up to 100m): NGET cites evolving practice but provides no binding, site-specific constraints or design-stage reduction commitments. A narrower, risk-based, farm-compatible footprint with formal limits and adaptive management should be secured. Without it, interference with an organic agricultural enterprise and holiday-let is unjustified.
- 5.4 Environmental controls and mitigation (NGET SoC section 4/OCEMP):
- 5.4.1 The OCEMP is non-binding until converted to a final CEMP post-consent and lacks enforceable, site-specific controls and trigger-based cessation protocols. To the extent that the CPO is confirmed (which the Objectors consider it should not be), the Objectors seek:
- (a) Binding noise limits plus continuous monitoring at agreed receptors, complaint protocols, and stop-work triggers.
 - (b) Binding vibration limits and real-time monitoring for sensitive receptors.
 - (c) Binding dust, continuous air quality monitoring, haul-road management and weather-related controls, with stop-work triggers.
 - (d) A detailed Soil Management Plan agreed pre-commencement including soil characterisation, stripping methodology, separate stockpiling, moisture control, handling windows, reinstatement standards, and independent soil scientist supervision with sign-off criteria.

- (e) A Drainage and Hydrology Plan including pre-condition surveys, protection of existing drains, temporary and permanent measures, outfall consents, and post-works validation to ensure no detriment to the Objectors' land drainage and no impact on organic status.
- (f) A Traffic and Construction Access Plan with HGV routing, banksman protocols, hours, speed controls, and agricultural crossing provision to preserve farm operations and access to the holiday-let.
- (g) A Business Mitigation Plan addressing the Objectors' organic farm, holiday-let, and construction business, including programming constraints (quiet periods), screening, visual hoarding, and targeted communication.

5.4.2 Similarly, independent environmental experts appointed (and funded) by NGET should prepare baseline reports and undertake monitoring throughout construction, with results shared in real time and remedial powers agreed.

5.5 Business and socio-economic impacts:

The Project will materially disrupt the Objectors' organic farm operations, holiday-let bookings and reputation, and Corinium Construction's office/warehouse access and operations. NGET's generic compensation statements are inadequate; specific mitigation, phasing, and accommodation works must be secured, with advance payments and agreed schedules for loss mitigation.

5.6 Public interest balance:

With realistic alternatives (S5/S6 or at least South End E), and with less intrusive land powers available, the present scheme fails the compelling case test. The landscape gains are accepted in principle, but they can be achieved in a way that causes less harm and interference and better satisfies NGET's statutory duties.

6 **CONSENTS**

Planning permissions for CSECs and access do not regularise proportionality in land take, construction controls, or option selection deficiencies. Conditions requiring a future CEMP underscore the current absence of binding controls.

7 **SPECIAL CATEGORY LAND AND STATUTORY UNDERTAKERS**

No specific issue is taken save to note that NGET's willingness to negotiate asset protection arrangements with National Gas undermines its stance that temporary and conditional arrangements are impracticable elsewhere (e.g., for compounds and access).

8 **LAND AND NEW RIGHTS REQUIRED**

8.1 The Order seeks a broad suite of permanent rights and freehold across the Objectors' land that are excessively wide and insufficiently particularised. Strictly without prejudice

to the Objectors' primary position that the CPO should not be confirmed, if the CPO is to be confirmed, the Objectors seek:

- 8.1.1 Removal of permanent freehold for temporary compounds and replacement with time-limited leases or temporary rights with post-works handback obligations and restoration standards.
- 8.1.2 Narrowed easements and construction corridors with maximum width caps, receptor-based constraints, and reinstatement obligations, including organic certification safeguards.
- 8.1.3 Express provision for agricultural and estate crossings, and retention/maintenance of access to the holiday-let and to Corinium Construction's premises at all times.

9 ACQUISITION BY AGREEMENT

- 9.1 Contrary to NGET's assertions, there has been insufficient meaningful negotiation on acquisition of rights, freehold necessity, footprint reduction, and site-specific mitigation. Most engagement has focused on survey access and damage claims, not substantive acquisition and mitigation terms.

- 9.2 'Advice Note 9: Rochdale Envelope' published by Infrastructure Planning Commission in February 2011 states

"Clearly for consultation to be effective there will need to be a genuine possibility to influence the proposal and therefore a project should not be so fixed as to be unable to respond to comments from consultees. The importance of consultation during the pre-application phase cannot be overemphasised...Such consultation needs to be appropriate (in terms of content, timing and clarity) and reported fully in the consultation report such that the response of the developer to the comments made in terms of the evolution of the proposals can be clearly understood".

- 9.3 Whilst the Rochdale Envelope is principally involved with environmental matters, it deals with principles which, in the Objectors' submissions, are relevant to the Acquiring Authority's approach to this matter.

- 9.4 The Objectors remain willing to negotiate voluntary agreements that:

- 9.4.1 Relocate the southern end-point to S5/S6.
- 9.4.2 Replace freehold with temporary interests for compounds, coupled with binding handback and reinstatement.
- 9.4.3 Reduce corridor width, secure agricultural crossings, and agree binding environmental and business mitigation measures.
- 9.4.4 Provide advance payments and accommodation works to avoid or reduce temporary and permanent losses.

10 **FUNDING AND DELIVERY**

No specific challenge to funding; however, funding availability does not justify disproportionate land powers or suboptimal option selection.

11 **HUMAN RIGHTS**

The Order engages Article 1 of the First Protocol and Article 8 ECHR. The present scheme is not the least intrusive means of achieving the Project objectives, and the absence of binding, site-specific mitigation and proportionate land powers renders the interference unjustified at this stage. The public interest can be met with less interference (S5/S6 or South End E; temporary rather than freehold; narrower corridor; binding controls).

12 **EQUALITY ACT**

No specific equalities issues are raised beyond the need to ensure construction impacts do not disproportionately affect vulnerable users of nearby rights of way and accommodation.

13 **NO-SCHEME WORLD**

The Objectors note NGET's position but reserve valuation points. If the Order is confirmed, compensation should disregard scheme-induced changes consistent with section 6A LCA 1961.

14 **RESPONSES TO NGET'S OBJECTIONS TABLE (APPENDIX 2)**

- 14.1 Lack of clarity and option selection: The Objectors maintain that NGET's appraisal is opaque and insufficiently evidenced; S5/S6 and South End E remain more compelling on the public interest balance, despite the fundamental technical challenges.
- 14.2 Construction footprint and standards: Generic OCEMP content is inadequate without binding receptor-based controls, monitoring, stop-work triggers, and independent oversight.
- 14.3 Freehold vs temporary: Permanent freehold acquisition for temporary compounds is not justified. Voluntary temporary arrangements or tailored CPO drafting are feasible.
- 14.4 Business impacts: Mitigation, programming, access continuity, and accommodation works must be secured in advance, with advance payments to avoid avoidable losses.
- 14.5 Engagement: The Objectors dispute NGET's characterisation. Meaningful negotiations on core acquisition/mitigation issues have not occurred; planning notices do not equate to negotiation. Nor does simply issuing standard heads of terms and then failing to engage in proper and meaningful negotiations over those terms.

15 **WITHOUT PREJUDICE PROTECTIVE REQUIREMENTS SOUGHT**

- 15.1 If the Secretary of State is minded to confirm the Order, the Objectors seek modifications and undertakings including:

- 15.1.1 Alternatives: Requirement to complete a transparent supplementary appraisal of S5/S6 and South End E, with independent review and consultation, and to adopt the superior option where feasible.
- 15.1.2 Land powers: Replace permanent freehold for compounds (including plot 09-015) with temporary possession/lease and binding handback; cap corridor width with a design-minimisation obligation; narrow and specify easements; include agricultural crossings and continuous access obligations.
- 15.1.3 Environmental controls: Binding conditions/undertakings to secure:
 - (a) Final CEMP with receptor-based limits and real-time monitoring for noise, vibration, dust/PM10/PM2.5 and air quality; complaints protocol; stop-work triggers.
 - (b) Soil Management Plan and independent soil scientist supervision and sign-off.
 - (c) Drainage Plan and validation.
 - (d) Traffic/Access Plan with agricultural crossing(s) and booking management for the holiday-let. e) Business Mitigation Plan and advance payments regime.
- 15.1.4 Governance: Appoint independent environmental monitors, publish monitoring data, and implement corrective action protocols.
- 15.1.5 Compensation: Undertakings on prompt advance payments, disturbance payments, fees, and accommodation works.

16 **CONCLUSION**

- 16.1 The Order, as drafted, should not be confirmed. It does not demonstrate a compelling case in the public interest due to avoidable harm, disproportionate land powers, opaque option selection, and insufficiently secured environmental and business protections.
- 16.2 The Secretary of State should either:
 - 16.2.1 Refuse to confirm the Order; or
 - 16.2.2 Require NGET to remodel the southern end-point to S5/S6; replace permanent freehold with temporary interests for compounds; narrow construction corridors; and secure binding environmental and business protections via modifications and undertakings.

Charles Russell Speechlys

29 September 2025