Dear Sir

The High Speed Rail (West Midlands to Crewe) Bill
Petitions HS2-P2A-009-1 & HS2-Ap1-003-1
Our Client: Rugeley Power Limited

We act for Rugeley Power Limited (“RPL”). As set out in RPL’s petitions against the High Speed Rail (West Midlands – Crewe) Bill as introduced (the “HS2 Phase 2A Bill”) and the first Additional Provision (being petitions HS2-P2a-009-1 and HS2-AP1-003-1), RPL is the owner of 139ha of land at the former coal-fired Rugeley Power Station to the east of Rugeley, Staffordshire (the “Rugeley Site”). RPL will shortly be submitting a planning application for a major mixed-use scheme including residential, retail, employment, commercial, education, community and other supporting uses at the Rugeley Site. RPL’s petitions set out clearly how the proposed re-development of the Rugeley Site is vitally important for the local economy.

Additional Provision 2 (“AP2”) proposes the removal of the Rugeley Site from the HS2 Phase 2A Bill. The Rugeley Site is no longer the Promoter’s preferred option for the power supply connection for HS2 Phase 2A. RPL supports the removal of the Rugeley Site from the HS2 Phase 2A Bill. RPL has also now been issued with a number of assurances by the Promoter on behalf of the Secretary of State for Transport. The assurances were issued in a letter dated 17 April 2019 and are appended to this letter for ease of reference. RPL does not, therefore, wish to appear before the House of Commons Select Committee on Tuesday, 23rd April in connection with the AP2 proposals.

RPL is not, however, in a position to withdraw its petitions for the following reasons:

1. Our client must await the recommendation of the House of Commons Select Committee on AP2 to understand if the Bill will continue to be promoted through Parliament without the inclusion of the Rugeley Site. My client must therefore reserve its right to appear in respect of its petitions in the event the House of Commons Select Committee decides not to approve AP2. If that were the case, the Promoter has acknowledged (at paragraph 3 of its assurances) that it must properly engage with my client on the proposals set out in my client’s petitions.

2. Even if the House of Commons Select Committee does approve AP2 (and therefore the removal of the Rugeley Site), our client continues to face uncertainty and delay, which are major risks to the proposed re-development of the Rugeley Site. Paragraph 5 of the Promoter’s assurances states that the High Speed Two Phase 2a West Midlands to Crewe Safeguarding Directions dated September 2017 (the “Safeguarding Directions”) can only be removed following royal assent. Furthermore, its letter of 17 April states that the Promoter would therefore maintain an objection to RPL’s planning application
pursuant to the Safeguarding Directions until royal assent. This is unacceptable to my client. It will be submitting its planning application in May 2019 and would otherwise expect the application to be determined by the end of 2019, this won't be possible if HS2 maintain an objection up until royal assent. This presents a major risk to our client's re-development proposals. It is difficult to see a reasonable justification for continuing to maintain a holding objection over a site which will not be included in the Act.

The Promoter has finally started to engage with our client to discuss possible resolutions to the issue set out at paragraph 2 above. In its letter of 17 April, the Promoter has proposed that our client enters into an agreement which will protect HS2's interests to enable it to remove any objection. It is vitally important that any such agreement works for both parties and also enables our client to progress its planning application in a timely manner in accordance with its project programme. Our client must therefore be able to review a copy of the proposed draft agreement as a matter of urgency ahead of its planning application submission in May to ensure that the proposed agreement provides the right solution for both parties. HS2 must also continue to explore with our client any other potential solutions to this issue.

We request that, in the event the Select Committee approve AP2, it should direct the Promoter to either enter into the proposed agreement with our client by the time the Bill reaches the House of Lords' petition stage or agree an alternative resolution with our client by that time.

Yours faithfully

BURGES SALMON LLP

CC:
House of Commons Private Bill Office
Sebastian Jew, Petition Manager, Hybrid Bill Delivery Directorate, HS2 Ltd
David Walker, Senior Parliamentary Clerk, Winckworth Sherwood

Enc: Letter from HS2 Ltd Undertakings & Assurances Team to Burges Salmon LLP dated 17 April 2019
Dear Ms Fuller

HIGH SPEED RAIL (WEST MIDLANDS – CREWE) BILL – ADDITIONAL PROVISION 2 - HOUSE OF COMMONS SELECT COMMITTEE: PETITION HS2-P2A-000909 & HS2-AP1-03 – RUGELEY POWER LIMITED

I am writing to you in my capacity as the Director of Hybrid Bill Delivery at HS2 Ltd, which is acting on behalf of the Promoter of the High Speed Rail (West Midlands-Crewe) Bill (‘the Bill’) currently before Parliament. I understand that you act for Rugeley Power Limited, who have petitioned against the Bill in the House of Commons based upon the impacts it has on your client’s proposed development site at Rugeley.

As you are aware, the Promoter deposited the second Additional Provision (AP2) to the Bill in the House of Commons on 8 February 2019. The changes proposed to the scheme within AP2 include removing powers over your client’s proposed development site. This change has been promoted because an alternative power supply to the railway has been adopted as the preferred scheme following further engagement with stakeholders, including your client and National Grid.

The successful promotion of AP2 will therefore remove the majority of your client’s concerns in relation to the site, and allow your client to move forward with seeking planning permission as intended. I understand that two issues remain, namely that prior to Royal Assent being granted and Safeguarding Directions being removed from your client’s land, your client still seeks clarity about how to move forward.

With regards to the AP2 scheme, you will be aware that this is the Promoter’s preferred option and we will be making this case to the Select Committee on 23 April, alongside petitioners who have objections to AP2 being heard. However, until the Bill is reported by the Select Committee at the end of their hearings, the powers in the original Bill will remain, to ensure that we have a deliverable scheme if there is a decision by the Select Committee that we should proceed with the original Bill scheme rather than the AP2 proposal. It is with that in mind that my team has been negotiating the below assurances with you and your client.
I am writing to you now, on behalf of the Secretary of State for Transport, to formally offer your client the following assurances:

"1. The Promoter will promote for approval by Parliament:

1.1 an Additional Provision to facilitate an alternative power supply design for the Proposed Scheme; and

1.2 the removal of the powers proposed to be conferred by the Bill over the land parcels listed in Paragraph 2 below, being the land parcels currently required to construct a power connection at the Site.

2. The land parcels referred to in Paragraph 1 above comprise:

2.1 The land parcels shown on sheet 1-17 of the Bill Parliamentary Plans as:

2.1.1 land parcels 9, 11 and 15 in Parish of Brereton and Ravenhill; and

2.1.2 land parcels 14, 23, 25 and 26 in Parish of Armitage and Handsacre.

2.2 The land parcels shown on replacement sheet 1-18 of the Additional Provision 1 Parliamentary Plans as:

2.2.1 land parcels 3, 8, 10, 11, 13, AP1-1, AP1-2, AP1-3, AP1-4, AP1-5 and AP1-6 in the Parish of Brereton and Ravenhill; and

2.2.2 land parcels 14, 15, 22, 24, AP1-1 and AP1-2 in the Parish of Armitage with Handsacre.

3. In the event that:

3.1 the Additional Provision referred to in Paragraph 1.1 above is not approved by Parliament;

3.2 the powers referred to in Paragraph 1.2 above are not removed from the Bill; and

3.3 any of the land parcels referred to in Paragraph 2 above are required by the Promoter to construct a power connection at the Site,

then, the Promoter will require the nominated undertaker to engage with Rugeley Power Limited for the purpose of seeking to identify such measures to accommodate Rugeley Power Limited's proposals to re-develop the Site, as outlined in the Petitions, which could be reasonably incorporated by the nominated undertaker into the design or construction of the power connection at the Site without prejudicing the safe, timely and economic delivery and operation of the Proposed Scheme.

4. Where any measures are identified pursuant to Paragraph 3 above the nominated undertaker will seek to implement such measures as part of the nominated undertaker's construction of the power connection at the Site subject to:

4.1 the nominated undertaker using reasonable endeavours to secure from the relevant consenting authority any necessary consents required to implement the identified measures; and
4.2 Rugeley Power Limited granting the nominated undertaker such consents or permissions as may be required from Rugeley Power Limited to enable the nominated undertaker to implement the identified measures, with such consents or permissions not to be unreasonably delayed or granted subject to any conditions unacceptable to the Promoter.

5. In the event AP2 is approved by Parliament, then the Promoter will amend the Safeguarding Directions following Royal Assent of the Bill to remove the land parcels referred to in Paragraph 2 above from the relevant zone referred to in paragraph 3 of the Safeguarding Directions and as shown by lines marked “Limits of Land subject to the Safeguarding Direction” on the plans annexed to the Safeguarding Directions.

6. For the avoidance of doubt the Promoter acknowledges that Rugeley Power Limited continues to have a right to appear before the House of Commons Select Committee in respect of the Petitions.

In these assurances:-

"Additional Provision" means amendments to the Bill introduced following deposit of the Bill into Parliament;

"Additional Provision 1" means High Speed Rail (West Midlands - Crewe) Bill Additional Provision as deposited in the House of Commons on 23 March 2018;

"the Bill" means the High Speed Rail (West Midlands - Crewe) Bill as deposited in the House of Commons on 17 July 2017;

"nominated undertaker" refers to the body or bodies appointed by the Secretary of State to exercise the powers conferred by the Bill to construct and maintain the Proposed Scheme. The nominated undertaker may be HS2 Ltd, or it may be another body or bodies appointed to oversee the construction and operation of the Proposed Scheme;

"the Parliamentary Plans" means the plans deposited in Parliament;

"the Petitions" means the petitions submitted by Rugeley Power Limited in the House of Commons against the Bill (petition reference - H52-P2A-009-1) and against Additional Provision 1 (petition reference – HS2-AP1-003-1);

"Promoter" means the Secretary of State (or any successor Secretary of State or Minister holding the transport portfolio) and includes so far as relevant any nominated undertakers exercising any powers or functions under the Bill once enacted;

"the Proposed Scheme" means Phase 2a of HS2 as defined further in the Bill; and

"the Site" means the former Rugeley Power Station, Staffordshire."

If accepted, these assurances will be included in the Register of Undertakings and Assurances, which is held by the Department for Transport. Drafts of the Register will be published regularly during the passage of the Bill and it will be finalised after Royal Assent. A nominated undertaker will be contractually obliged to comply with all relevant undertakings and assurances set out in the Register. The assurance process is set out in Annex A.
In relation to the Safeguarding Directions that will remain in place over your client's land, I understand you accept the Promoter's position on this matter. Which is that until Royal Assent is granted, we would not be in a position to offer a letter of no objection to the local planning authority, when consulted regarding your client's planning application. In the time between your client’s planning application being submitted and Royal Assent being granted, we are happy to enter into an agreement that protects our interests sufficiently, to the point that we could remove any objection to a planning application. With that in mind, my team will be in touch in due course with a draft Agreement for your client's consideration.

If you have any further queries please don't hesitate to contact Sebastian Jew, Petition Manager on 020 7944 8354 or Sebastian.jew1@hs2.org.uk.

Yours sincerely

Oliver Bayne
Director, Hybrid Bill Delivery
High Speed Two (HS2) Limited
## ASSURANCES: STEPS AND TIMING

<table>
<thead>
<tr>
<th><strong>What?</strong></th>
<th><strong>When?</strong></th>
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<tbody>
<tr>
<td>Promoter issues assurance to petitioner</td>
<td>During the passage of the Bill (now until late 2019)</td>
</tr>
<tr>
<td>If accepted, the assurance is included in the draft Register of Undertakings &amp; Assurances held by the Department for Transport</td>
<td>During the passage of the Bill (now until late 2019)</td>
</tr>
<tr>
<td>Drafts of the Register published and petitioners invited to check that the assurances that they have received are recorded accurately¹</td>
<td>During the passage of the Bill (now until late 2019)</td>
</tr>
<tr>
<td>Final version of the Register produced and published</td>
<td>On or shortly after Royal Assent (late 2019)</td>
</tr>
<tr>
<td>Nominated undertaker – the body or bodies appointed to deliver Phase 2A – contractually obliged to comply with all assurances included in the final version of the Register</td>
<td>On or shortly after Royal Assent (late 2019)</td>
</tr>
<tr>
<td>Nominated undertaker complies with assurances on the final version of the Register. Further information on how the Secretary of State will ensure compliance with assurances made by HS2 Ltd is set out in HS2 Phase 2A Information Paper B5, Compliance with Undertakings and Assurances²</td>
<td>During detailed design, construction and operation (2020-onwards)</td>
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² A copy can be found at [https://www.gov.uk/government/publications/understanding-the-hybrid-bill-hs2-phase-2a-information-papers](https://www.gov.uk/government/publications/understanding-the-hybrid-bill-hs2-phase-2a-information-papers)