

AIRDRIE-BATHGATE RAILWAY AND LINKED IMPROVEMENTS BILL COMMITTEE

Wednesday 14 March 2007

Session 2

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AIRDRIE-BATHGATE RAILWAY AND LINKED IMPROVEMENTS BILL COMMITTEE 3rd Meeting 2007, Session 2

CONVENER

*Phil Gallie (South of Scotland) (Con)

DEPUTY CONVENER

*Alasdair Morgan (South of Scotland) (SNP)

COMMITTEE MEMBERS

*Janis Hughes (Glasgow Rutherglen) (Lab)

*Cathy Peattie (Falkirk East) (Lab)

*Jeremy Purvis (Tweeddale, Ettrick and Lauderdale) (LD)

*attended

CLERK TO THE COMMITTEE

Fergus Cochrane

LOCATION

Committee Room 5

Scottish Parliament

Airdrie-Bathgate Railway and Linked Improvements Bill Committee

Wednesday 14 March 2007

[THE CONVENER *opened the meeting at 13:18*]

Airdrie-Bathgate Railway and Linked Improvements Bill: Consideration Stage

The Convener (Phil Gallie): Welcome to the third and final meeting in 2007 of the Airdrie-Bathgate Railway and Linked Improvements Bill Committee. The meeting is quorate; we have a full house once again. I ask everyone in the room to ensure that all phones and pagers are switched off. I extend a special welcome to Professor Begg and Mrs Begg who have come along today. Professor Begg has done a considerable amount of work on our behalf, for which the committee is grateful.

Item 1 is phase 2 of consideration stage of the Airdrie-Bathgate Railway and Linked Improvements Bill. At phase 2, the committee must consider and dispose of all admissible amendments. The procedures that we will follow today will be similar to those followed for a public bill at stage 2, except that only members of the committee can lodge amendments and participate in the meeting.

Fifty-four admissible amendments have been lodged, and they fall into four broad categories: amendments that have arisen from issues highlighted in the committee's consideration stage report; amendments to reflect agreements reached between the promoter and former objectors; minor or technical amendments that have been provided by the promoter and lodged on the promoter's behalf by a member of the committee; and amendments that have arisen from discussions held on the committee's behalf between our clerks, our legal adviser and the promoter on certain aspects of the bill.

I make it clear that, given that only members of the committee can lodge amendments, no particular inference should be drawn from which member speaks to and moves an amendment. Amendments have been lodged by individual members for procedural reasons only.

Before we commence with proceedings on the amendments, I will read into the public record the

letter of 9 March 2007 from Ron McAulay, Scotland director of Network Rail—the bill promoter—to our clerk on the promoter's delivery on commitments and undertakings:

"Network Rail is committed to the delivery of the project in accordance with the undertakings given and as contemplated by the Report. Accordingly, I can confirm on behalf of Network Rail, as Promoter of the Bill, that if the Bill is passed in terms of the Bill as proposed to be amended by the amendments in the enclosed paper, Network Rail and any successor authorised undertaker will implement the powers of the Act—

(a) in accordance with the Committee's views regarding specific objectors; and

(b) using all reasonably practicable means to meet the Committee's other expectations and requirements;

all as described in the 2nd Report.

A significant part of item (b) above involves changes in the Code of Construction Practice and the Noise and Vibration Policy. In the days since the publication of the 2nd Report appropriate amendments have been made and, as required by the Committee, revised documents will be lodged on Monday 12 March together with an explanatory note."

We have received those documents. I am sure that members agree that that should give comfort to objectors on the delivery of specific mitigation measures as identified in our consideration stage report.

However, on a related note, the committee will recall from paragraph 64 of its consideration stage report that the promoter was to produce a step-by-step guide to explain the actions that will be open to an individual should they be concerned that a trigger level identified in the code of construction practice for noise, vibration, dust or loss of vegetation has been exceeded in so far as it relates to their home.

Despite that, the committee will note from the draft code of construction practice, dated 12 March, that what the promoter has submitted is a printout from its website explaining Network Rail's general complaints mechanism. That does not reflect what we said in our report or what the assessor said in his report. Accordingly, we require sight of a draft guide by noon on Monday 19 March. We expect the guide to be specific to this railway project and to reflect the specifics of this project's COCP—for example at section 2.6, which sets out the arrangements for a project-specific telephone complaints hotline; section 2.3, regarding the provision of information centres; and section 2.5, regarding the role of community fora.

I have accepted a manuscript amendment, in the name of Alasdair Morgan, to amendment 52. In doing so, I have taken into account the disadvantages of lack of proper notice, as required under rule 9A.12.6 of the standing orders.

We now proceed to the consideration of amendments.

Sections 1 and 2 agreed to.

Schedule 1

SCHEDULED WORKS

The Convener: Amendment 1, in the name of Cathy Peattie, is in a group on its own.

Cathy Peattie (Falkirk East) (Lab): Amendment 1 corrects a typographical error in the numbering of one of the works relating to the construction of a new cycle path, which was incorrectly described as 2D, but there is no such reference on the maps and plans. The correct reference to the work should be 2E.

I move amendment 1.

Amendment 1 agreed to.

Schedule 1, as amended, agreed to.

Section 3 agreed to.

Schedule 2 agreed to.

Section 4—Permitted deviation within limits

The Convener: Amendment 2, in the name of Janis Hughes, is in a group on its own.

Janis Hughes (Glasgow Rutherglen) (Lab): Section 4 permits the authorised undertaker, when constructing the railway works, to deviate at any place from the levels provided. The authorised undertaker may deviate by up to 3m upwards and downwards. Amendment 2 brings the terminology in section 4 into line with that used in similar provisions in recent private bills.

I move amendment 2.

Amendment 2 agreed to.

Section 4, as amended, agreed to.

Section 5 agreed to.

Section 6—Construction, maintenance and vesting of new or altered roads and vesting of bus lay-by, car parks and cyclepath

The Convener: Amendment 3, in the name of Jeremy Purvis, is grouped with amendments 4 to 13, 16, 43 and 48.

Jeremy Purvis (Tweeddale, Ettrick and Lauderdale) (LD): All of the amendments in this group are concerned with the eventual ownership of public roads and private accesses that are to be built by the authorised undertaker. A number of roads and accesses are required to be built as a consequence of the scheme. The roads will become public roads once completed, with ownership transferred to the roads authority. The

private accesses will be transferred to the relevant landowners. In addition to the land on which a road or access is built, there may be small parcels of land alongside the verges and the like, which are termed “associated land”. Those will originally have been taken by the authorised undertaker to allow the road or access to be constructed. That associated land will also be transferred. Amendments 4 and 5 include reference to that land, and amendment 48 adds a definition of it to the bill.

Section 6 provides for the construction, an initial 12 months’ maintenance, and subsequent transfer of ownership of, among other things, new or altered roads. The main amendment to section 6 is amendment 4, which replaces the existing general arbitration scheme that applies if there is any dispute about whether the road has been properly completed. The new arbitration scheme will be triggered by a notice being served by the roads authority, disputing that the road has been completed. That will be referred to an arbiter, whose decision will depend entirely on the facts presented. The arbiter’s decision will be final. Consequently, unlike the general arbitration provision allowed for in section 44, there is no need to provide for any appeal to the courts on points of law. Amendment 4 makes clearer provision for establishing the dates of vesting. Amendment 43 makes the necessary change to section 44 to reflect the different approach to arbitration.

I turn to private accesses, which, where affected, will be reconstructed by the authorised undertaker as part of the bill works. Once those have been constructed, they will be vested back to the original landowners. Amendments 5 and 7 replace much of section 7 with a new section, which, in general terms, mirrors for private accesses the procedure that I have described for public roads. Out of necessity, section 7 is longer than section 6, as it also covers vesting for secondary rights of access and a definition of whom the road or access vests in, using the term “intended owner”. There should be no dispute over who the intended owner is, as it is the person who owned the original road or who originally had rights over it. However, should there be any dispute, it is covered by the new arbitration provisions.

Amendment 16 replaces section 9 with a clearer provision setting out the method of recording the rights granted by sections 6 or 7 with the Keeper of the Registers of Scotland. The procedure has been agreed with the keeper—indeed, I understand that it was the keeper who initiated amendment 16.

The amendments in this group, taken as a whole, will clarify the procedures that are to be

followed to transfer ownership of the new roads and accesses, and will improve the protections that are available to those to whom a transfer is proposed.

I move amendment 3.

Amendment 3 agreed to.

Amendment 4 moved—[Jeremy Purvis] and agreed to.

Section 6, as amended, agreed to.

Section 7—Vesting of private roads

Amendments 5 to 7 moved—[Jeremy Purvis]—and agreed to.

Section 7, as amended, agreed to.

Schedule 10

ROADS, BUS LAY-BY, CAR PARKS AND CYCLEPATH

Amendments 8 to 13 moved—[Jeremy Purvis]—and agreed to.

Schedule 10, as amended, agreed to.

Section 8—Vesting of freight depot and associated facilities

13:30

The Convener: Amendment 14, in the name of Jeremy Purvis, is grouped with amendment 15.

Jeremy Purvis: Amendments 14 and 15 relate to the relocation of the rail freight depot at Boghall, which is provided for in the bill. The existing depot is situated close to Bathgate station and is used as a car stabling yard. However, the construction of the relocated Bathgate station and the associated track work will require part of the depot site. That would leave EWS Railway, the site owner, with an area of land too small to support a viable car transfer facility. Public policy is to preserve and provide strategic rail freight sites. Network Rail has identified a replacement site and the bill includes provision for the compulsory acquisition of the alternative site, which is nearby. We reported on that in our preliminary stage report.

Amendment 14 corrects the name English Welsh and Scottish Railway Limited, as it appears in section 8, to EWS Railway. That is the company in which the relocated rail freight depot that is to be used as the car stabling yard will be vested.

Amendment 15 states that the authorised undertaker will give EWS Railway not less than 28 days' notice that the works provided for in section 8 have been completed. That will be notified to EWS in writing with a certificate. In the event of any dispute arising around the completion of the works, the arbitration provisions that have been

added to section 6 by amendment 4 will also apply to section 8.

I move amendment 14.

Amendment 14 agreed to.

Amendment 15 moved—[Jeremy Purvis]—and agreed to.

Section 8, as amended, agreed to.

Section 9—Registration of vested land

Amendment 16 moved—[Jeremy Purvis]—and agreed to.

Section 9, as amended, agreed to.

Section 10 agreed to.

Section 11—Private crossings

The Convener: Amendment 17, in the name of Cathy Peattie, is grouped with amendment 39.

Cathy Peattie: These are both technical amendments to remove unnecessary wording from the bill. Neither makes any difference to the purpose or effect of the respective sections.

Amendment 17 deletes a reference to the ability of the secretary of state to set requirements in other legislation in relation to level crossings. Such legislation will give the power to make the requirements to the secretary of state, so there is no need to refer to the position in section 11.

Amendment 39 removes the word "Accordingly" from the beginning of section 41, as it does not add to the purpose or readability of section 41(2).

I move amendment 17.

Amendment 17 agreed to.

Section 11, as amended, agreed to.

Schedule 4 agreed to.

Sections 12 to 15 agreed to.

Schedule 3 agreed to.

Section 16—Discharge of water

The Convener: Amendment 18, in the name of Alasdair Morgan, is grouped with amendment 36.

Alasdair Morgan (South of Scotland) (SNP): Amendment 18 relates to controls over the discharge of water by the authorised undertaker. Current European Community requirements were implemented by the Water Environment and Water Services (Scotland) Act 2003. The amendment will ensure that the permissions granted by section 16 to discharge water will be subject to regulations relating to controlled activities made under the 2003 act. Controlled activities must be authorised

by the Scottish Environment Protection Agency in advance of their being carried out.

Amendment 36 clarifies that, in relation to specified works close to or on water, the Water Environment (Controlled Activities) (Scotland) Regulations 2005 will continue to apply. The amendment was specially requested by SEPA.

I move amendment 18.

Amendment 18 agreed to.

Section 16, as amended, agreed to.

Section 17—Power to acquire land

The Convener: Amendment 19, in the name of Janis Hughes, is grouped with amendment 20.

Janis Hughes: Section 32 provides for the period of compulsory acquisition of land and applies to section 17, which deals with the power to acquire land, and section 19, which relates to the purchase of specific new rights over land. Amendments 19 and 20 improve the drafting of the bill by simply deleting unnecessary cross-references to section 32 in sections 17 and 19.

I move amendment 19.

Amendment 19 agreed to.

Section 17, as amended, agreed to.

Section 18 agreed to.

Section 19—Purchase of specific new rights over land

Amendment 20 moved—[Janis Hughes]—and agreed to.

Section 19, as amended, agreed to.

Schedule 5

ACQUISITION OF LAND, ETC OUTSIDE LIMITS OF DEVIATION

The Convener: Amendment 21, in the name of Janis Hughes, is in a group on its own.

Janis Hughes: Amendment 21 is a technical amendment that removes from schedule 5 a reference to a plot of land that is no longer required by the promoter for the purposes of the authorised works. The plot of land was required by the promoter to allow access for construction purposes and, after the authorised works were completed, for maintenance purposes. Alternative access arrangements have been made and the plot is no longer required.

I move amendment 21.

Amendment 21 agreed to.

Schedule 5, as amended, agreed to.

Section 20 agreed to.

Section 21—Temporary use of land for construction of works

The Convener: Amendment 22, in the name of Janis Hughes, is in a group on its own.

Janis Hughes: Amendment 22 is a technical amendment relating to section 21(8). It deletes references to the authorised undertaker acquiring interests in land for environmental mitigation, or interests in subsoil, in relation to land that is temporarily acquired during the construction phase of the authorised works. Neither case applies under the bill.

I move amendment 22.

Amendment 22 agreed to.

Section 21, as amended, agreed to.

Schedule 6 agreed to.

Sections 22 to 30 agreed to.

Section 31—Correction of errors in Parliamentary plans and book of reference

The Convener: Amendment 23, in the name of Cathy Peattie, is grouped with amendment 41.

Cathy Peattie: Section 31 provides a procedure to enable the correction of any inaccurate description of any land or its ownership or occupation in the parliamentary plans or in the book of reference—those are two of the bill's accompanying documents. Amendment 23 replaces the existing section 31 with an easier-to-understand version that includes additional protection for affected landowners. Under the new section 31, the promoter must initiate an application to the sheriff to correct an error in any of the documents that I mentioned and must notify the owner and any lessee or occupier to give them an opportunity to object. If they object, a hearing will be held. The sheriff will determine whether an error has been made, and a mechanism is provided to amend accordingly any plan and the book of reference.

The bill authorises the compulsory acquisition of land as shown on the plans, in the sections and as described in the book of reference. A minor mistake in a description in one document might result in its being inconsistent with the others, which might in turn prevent proper identification of land that is to be compulsorily acquired. Section 31 ensures that implementation of the bill, if it is enacted, will not be prevented by such errors. To that extent, section 31 will be unchanged.

Amendment 23 provides for the first time a mechanism to amend the plans or the book of reference to reflect any binding agreements that are reached with landowners and owners to limit the land that is to be taken under the bill. The

procedure in such cases will be almost identical to that for the correction of errors, but it will allow the promoter or the owner to apply to the sheriff. Such amendment would mean that the powers of compulsory purchase in the bill would no longer apply to land that was identified in the amended documents. The new section 31 reflects the procedure that has been agreed for other recent private bills.

Amendment 41 is a rewrite of section 43, and sets out the process for obtaining and using certified copy documents in any future proceedings. It will make section 43 clearer and will not affect the section's purpose, effect or intent.

I move amendment 23.

Amendment 23 agreed to.

Section 31, as amended, agreed to.

Section 32—Period for compulsory acquisition of land

The Convener: Amendment 24, in the name of Janis Hughes, is grouped with amendments 25 to 28.

Janis Hughes: Taken together, the amendments introduce control over the maximum period in which the promoter can compulsorily acquire land under the bill. At present, the promoter has the power to compulsorily acquire land and rights until 10 years after the date on which the act comes into force.

At paragraph 395 of our consideration stage report, we confirmed the decision in our preliminary stage report to follow the precedent that other private acts have established on the time in which the exercise of compulsory purchase powers is allowed. We consider that, although 10 years is an appropriate maximum period, if five years have elapsed and the powers have not been exercised in relation to all land, the authorised undertaker should be required to seek an order from the Scottish ministers to extend the allowable period. The maximum length of extension will be restricted to a total of five years, which will leave the theoretical maximum period unchanged at 10 years.

I move amendment 24.

Amendment 24 agreed to.

Amendments 25 to 27 moved—[Janis Hughes]—and agreed to.

Section 32, as amended, agreed to.

After section 32

Amendment 28 moved—[Janis Hughes]—and agreed to.

Sections 33 and 34 agreed to.

After section 34

The Convener: Amendment 29, in the name of Janis Hughes, is in a group on its own.

13:45

Janis Hughes: In paragraph 391 of our consideration stage report, we confirmed the decision that we took at the preliminary stage that the Crichton Down rules should apply to the promoter as they have been applied to other promoters with earlier private bills. The rules set out the circumstances in which surplus land that is acquired compulsorily should, as a matter of good practice, be offered back to former owners. The effect of making the rules binding is that any part of any land that is compulsorily acquired under the bill which is not ultimately required for the scheme must be offered for sale back to the original owner.

I move amendment 29.

Amendment 29 agreed to.

Sections 35 and 36 agreed to.

Section 37—Powers of disposal, agreements for operation, etc.

The Convener: Amendment 30, in the name of Janis Hughes, is grouped with amendment 51.

Janis Hughes: Section 37 will allow the authorised undertaker—currently Network Rail—to transfer its functions, obligations and statutory powers to another undertaker. It is not expected that it would want to do that, but the section is necessary to ensure that any new authorised undertaker will not only have the same powers to construct the railway, but will have the same obligations imposed on it, including the requirement to carry out any undertakings that are given by Network Rail. The section will also empower the authorised undertaker to create securities over the undertaking.

Amendment 30 will add a definition of “disposal” to section 37 to make clear what is included within that term as used in the section, should any such transfer occur. The amendment will also delete from section 37 the interpretation of “functions”, which amendment 51 will add to the general interpretation section, thus applying the definition throughout the bill.

I move amendment 30.

Amendment 30 agreed to.

Section 37, as amended, agreed to.

Section 38 agreed to.

After section 38

The Convener: Amendment 31, in the name of Cathy Peattie, is in a group on its own.

Cathy Peattie: Amendment 31 has been particularly requested by BRB (Residuary) Ltd, which objected to the bill on the basis that historic statutory liabilities would remain with it despite land passing to the authorised undertaker. A similar amendment has been made to the railway private bills that the Parliament has already passed.

The new section will take effect from the authorised undertaker's acquisition of land or entry on to the land, whichever happens first. From that date, BRBR will be discharged from any obligations it may have in relation to that land, as imposed by any private act or related provisional order in respect of the former railway. Any statutory rights of access or other rights that BRBR had over someone else's land—to maintain a bridge, for example—will transfer to the new authorised undertaker.

I move amendment 31.

Amendment 31 agreed to.

Schedule 7 agreed to.

Section 39 agreed to.

Schedule 8 agreed to.

Section 40 agreed to.

After section 40

The Convener: Amendment 32, in the name of Alasdair Morgan, is in a group on its own.

Alasdair Morgan: The background to our consideration of the impact of the railway works on European protected species is set out in our report, in which we state that, as the works authorised by the bill will be permitted development, the Parliament is effectively taking on a role akin to that of a local planning authority. In the exercise of its functions, the Parliament must therefore have regard to the same matters to which a planning authority would have regard and may be considered to be a "competent authority" for the purposes of the habitats regulations. The amendment gives effect to that and puts the question of which body is the competent authority beyond doubt.

I move amendment 32.

Amendment 32 agreed to.

The Convener: Amendment 33, in the name of Alasdair Morgan, is grouped with amendments 34, 35, 37, 38, 49, 50, 52 and 52A.

Alasdair Morgan: Our assessor and the committee heard evidence from objectors and the promoter on mitigating the environmental effects that will inevitably arise during construction and operation of the railway. Although our remit in

relation to the operation of the railway is limited both under the bill and as a consequence of matters devolved under the Scotland Act 1998, we carefully considered the promoter's approach to controlling noise and vibration, as set out in its draft code of construction practice and draft noise and vibration policy.

We and our assessor considered a great deal of evidence on environmental issues and concerns. We also scrutinised the promoter's environmental statement and took advice on its adequacy from our external adviser. We welcome the commitments the promoter has made in the documents, but we are also aware of objectors' concerns about what could happen. For that reason, we stated in our consideration stage report that we would amend the bill to make specific reference to the documents.

As a result of the amendments, the standards of mitigation that are set out in the code of construction practice, the noise and vibration policy, the mitigation commitment documents and the environmental statement will be applied to contractors, because the undertakers are bound by those standards and will therefore have to ensure that any subcontractor is similarly bound by them. Any subsequent revisions to the latest version of the code of construction practice and the noise and vibration policy that was received from the promoter on 12 March 2007 and to the mitigation commitment documents will not be permitted to reduce the standards of mitigation that are detailed in those documents.

We have made the code of construction practice more robust than it was when it was introduced. The code now reflects many of the objectors' concerns about the day-to-day impact of the railway's construction, particularly with regard to constructive communication and engagement. Similarly, we have substantially enhanced the noise and vibration policy, especially in relation to monitoring and making the document generally more accessible and user friendly. The practical effect of the amendments is to give the documents enforceability. Failure to comply with them will result in the local authority being able to enforce compliance in the same way as it can enforce any planning condition. The amendments ensure that the minimum standards will be met.

It may assist the committee if I provide a little detail on how the amendments will work in practice. Amendment 33 meets the requirements that we sought in our consideration stage report. Having considered the evidence, we agreed that it was imperative that the environmental impact of the railway should be no worse than the residual impact that is identified in the bill's environmental documents. If the impacts can be mitigated, that must happen, but the amendment makes clear

that the standards that are set out in the environmental statement are the minimum that must be achieved. The amendment allows the promoter flexibility in how those standards are met, enabling the benefits of good design, technological advances and developing practices to be incorporated. That requirement ensures that the promoter will deliver on the environmental protections that are promised.

Amendment 33 also ensures that the standards embodied in specific pledges that were made by the promoter to objectors, our assessor or the committee will be delivered, which means either that the proposed mitigation will be provided or that the standard of protection envisaged by the pledge will be met. Again, the amendment gives flexibility so that technological advances can be included. For example, if the promoter has agreed to provide a noise barrier to reduce noise for a particular objector to an acceptable level, provided that the same level of noise can be achieved by using a quieter train, there will be no obligation on the authorised undertaker also to provide the barrier.

A lot of evidence was heard, particularly at the assessor hearings, on proposed mitigation, especially in relation to noise and vibration. We carefully considered the promoter's approach to controlling noise and vibration, as set out in its code of construction practice and noise and vibration policy. Although we broadly welcome the commitments made by the promoter in those documents, we are aware of the concerns expressed by objectors about, for example, construction noise monitoring. We therefore stated in our consideration stage report that we would amend the bill to make specific reference to those two documents. Amendments 34 and 38 do that.

As with environmental monitoring, a practical effect of amendments 34 and 38 is to give the code of construction practice, the noise and vibration policy and any mitigation commitment document enforceability. Failure to comply with those documents will result in the local planning authority being able to enforce compliance in the same way as it can enforce any planning condition.

Amendment 35 ensures that the standards in the code of construction practice, noise and vibration policy and mitigation commitment documents are the minimum that must be met and that all the obligations of the authorised undertaker in relation to those matters and environmental impacts must be enforced by the local planning authority.

Amendment 37 is a drafting amendment that reiterates that the bill's aim is to build a new railway, including all the associated works. That is as far as this Parliament can go under the

Scotland Act 1998. Although promotion and construction of railways that start, end and remain in Scotland is devolved, the provision and regulation of railways services is, with some very limited exceptions, reserved. The amendment clarifies that enduring commitments such as provision of planted areas or animal habitats that are associated with the environmental effects of the construction of the railway are protected. It also makes it clear that such obligations do not interfere with any activity that is associated with reserved operational railway services regulated under the Railways Act 1993. That act provides that a railway network operator must hold a licence and that the regulatory regime governs licence holders. The licence includes specific provisions that are designed to protect the environment. Network Rail's environmental policies comply with the licence and are based on ISO 14001, which is the international standard for environmental management. Any railway operator must statutorily comply with the conditions of the licence and the rail regulator is in place to ensure that they do.

Amendment 37 does not lessen any of the environmental commitments in the bill or any commitments that are given by the promoter, all of which our amendments make enforceable by local authorities. It avoids any prospect of conflict arising between the reserved 1993 act's provisions and our environmental mitigation provisions.

Amendments 49, 50 and 52 are technical amendments defining the terms "Code of Construction Practice", "Committee"—to include the assessor—and "mitigation commitment document" as used throughout the bill.

Manuscript amendment 52A was lodged late, but has been selected for debate by the convener. It requires that the other mitigation documents, principally the landscape and habitats management plan and the environmental mitigation plan, be signed off by the mandatory consultees. It ensures that the process of finalising those documents is robust and open, making best use of local knowledge and expertise in these matters. Members will recollect that the convener wrote to the promoter in relation to those documents, requesting a full and meaningful role for the mandatory consultees, principally Scottish Natural Heritage and the local councils, in relation to all environmental issues. Letters were sent by the convener on 21 December and following the evidence from those consultees that we heard on 12 February.

In response, the promoter has offered to let the mandatory consultees see draft documents before they are finalised by the promoter's project manager. The promoter maintains that that level of engagement is sufficient to ensure that any

concerns that consultees have are considered. That falls short of this committee's stated desire that the wishes of the environmental regulators, who are the experts in these respects, cannot be overruled on cost or convenience grounds. Clearly, safety remains an overriding issue and we expect nothing to impinge on safe operations throughout this process.

14:00

It is clear that the parties are not far apart. If the promoter's intention to consult meaningfully and fully at an early stage is carried through, the final approval process will be little more than a formality. Issues as important as environmental mitigation and landscape and habitats management must be subject to an open process. Amendment 52A will ensure that that happens. If the consultation process is undertaken properly, the obtaining of approvals need pose no difficulty for the promoter nor impose any delay on the project.

I move amendment 33.

Amendment 33 agreed to.

Amendments 34 to 37 moved—[Alasdair Morgan]—and agreed to.

After schedule 8

Amendment 38 moved—[Alasdair Morgan]—and agreed to.

Section 41—Blighted land

Amendment 39 moved—[Cathy Peattie]—and agreed to.

Section 41, as amended, agreed to.

After section 41

The Convener: Amendment 40, in the name of Jeremy Purvis, is in a group on its own.

Jeremy Purvis: Amendment 40 is essentially a technical provision that makes it clear that, once land has been compulsorily purchased under the powers in the bill, any burdens on that land are permanently extinguished.

I move amendment 40.

Amendment 40 agreed to.

Section 42 agreed to.

Schedule 9 agreed to.

Section 43—Certification of plans, etc

Amendment 41 moved—[Cathy Peattie]—and agreed to.

Section 43, as amended, agreed to.

After section 43

The Convener: Amendment 42, in the name of Jeremy Purvis, is in a group on its own.

Jeremy Purvis: This is a highly technical amendment that is designed to address a problem with land registration. Servitudes are rights over land, such as a right of access over land that belongs to someone else. The amendment provides that a servitude that has been acquired by the promoter under sections 18 or 19 will apply to all the land that is acquired under the bill. The amendment also avoids the need for dual registration. To be effective, servitudes that are created under the bill need be registered only against the land that is burdened by those servitudes and do not require to be registered against all the land that benefits from them.

I move amendment 42.

Amendment 42 agreed to.

Section 44—Dispute resolution

Amendment 43 moved—[Jeremy Purvis]—and agreed to.

Section 44, as amended, agreed to.

Section 45 agreed to.

Section 46—Incorporation of enactments

The Convener: Amendment 44, in the name of Cathy Peattie, is grouped with amendments 45 to 47.

Cathy Peattie: Section 46 applies specific provisions of the general law of compensation to land use under the powers in the bill. Incorporating those provisions is essential to ensure that compulsory purchase and land use under the bill is on the same basis as other compulsory purchase and land use in Scotland. Instead of repeating the content of four 19th century statutes, the relevant provisions are applied by reference to the specific statutes, which means that they become part of the bill. Section 46 also disapplies the sections in the old statutes that are not relevant to the bill.

Our legal advisers have scrutinised the applied provisions, and the amendments leave out further parts of the old enactments that are no longer relevant. In some cases, such as parts of the Lands Clauses Consolidation (Scotland) Act 1845, they have been superseded by modern standards that are required by the roads authority and by railway standards and guidance. Unless those modern standards and requirements are met, the railway will not be approved for use by Her Majesty's railway inspectorate. In other cases, the old enactments refer to the danger to horses from passing trains, which modern design standards provide for more adequately.

I move amendment 44.

Amendment 44 agreed to.

Amendments 45 to 47 moved—[Cathy Peattie]—and agreed to.

Section 46, as amended, agreed to.

Section 47—Interpretation

Amendment 48 moved—[Jeremy Purvis]—and agreed to.

Amendments 49 and 50 moved—[Alasdair Morgan]—and agreed to.

Amendment 51 moved—[Janis Hughes]—and agreed to.

Amendment 52 moved—[Alasdair Morgan].

Amendment 52A moved—[Alasdair Morgan]—and agreed to.

Amendment 52, as amended, agreed to.

Section 47, as amended, agreed to.

Section 48—Rights of Scottish Ministers

The Convener: Amendment 53, in the name of Jeremy Purvis, is in a group on its own.

Jeremy Purvis: Land held by the Scottish ministers or the Scottish Executive enjoys Crown immunity from compulsory purchase, which means that it cannot be compulsorily purchased without consent.

Section 48 makes it clear that nothing in the bill changes that exemption, unless the Scottish ministers give their consent in writing. The amendment does not alter that position; it clarifies that the application of the section covers land held by a minister of the Crown and Government departments and makes subsection (2) consistent with the Edinburgh Airport Rail Link Bill. There is no other change to the purpose or effect of the section.

I move amendment 53.

Amendment 53 agreed to.

Section 48, as amended, agreed to.

Section 49 agreed to.

Long title agreed to.

The Convener: That completes the committee's consideration of the bill at phase two. Before I close the meeting, I would like to say a few words.

I thank my colleagues on the committee, who have spent much time scrutinising the oral and written evidence on the bill. Committee members are to be congratulated and, as convener, I am exceptionally grateful for the professionalism that they have displayed throughout the process.

I also thank Professor Hugh Begg for the open and transparent way in which the hearings were conducted and for the thorough and robust report that he provided us with. It was a fair and accurate presentation of the evidence at consideration stage, and it certainly assisted us in reaching our views on each outstanding objection.

I also thank Fergus Cochrane, our team of clerks and all those from the Parliament who have given us assistance. I thank the promoters for how they have conducted business. At times, we had some difficulty, but I believe that, overall, everyone's aims have been satisfied. I thank everyone concerned.

The next stage in the bill is final stage, when any member may lodge an amendment and when the whole Parliament will vote on whether to pass the bill. I now close the final meeting of the Airdrie-Bathgate Railway and Linked Improvements Bill Committee.

Meeting closed at 14:09.

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