COLONSAY COMMUNITY DEVELOPMENT COMPANY

CCDC Board Meeting
31st October 2024

Document Pack

Public

Please note that not all items on the agenda have supporting papers

Confidential items (e.g. relating to staffing) are not published in public

COLONSAY COMMUNITY DEVELOPMENT COMPANY

Board Meeting

Thursday 31st October 2024 at 7pm – Colonsay Village Hall and by Zoom

Please note that times are approximate.

Agenda

Public

1.	19:00	Attendance and apologies	
2.	19:02	Minutes of last meeting and matters arising	
3.	19:05	Declarations of interest	
4.	19:06	Monthly Bulletin	Dannie
5.	19:10	Scalasaig report	Carrie
6.	19:20	Campsite report	Lizzie
7.	19:30	Filling Station / Coal Righ report	Callum
8.	19:40	Ben Sgoiltaire report	Lizzie
9.	19:50	Housing Management update	Helen
10.	20:00	Carbon Neutral Island's MOU	Callum
11.	20:10	SURF Awards	Dannie
12.	20:15	Port Mor update	Dannie
13.	20:20	Annual Accounts and reporting	Callum
14.	20:25	Website and social media	Dannie
15.	20:30	AGM	Dannie
16.	20:35	AOCB	
		DONM	

Private

17.	20:40	Minutes of last meeting and matters arising	
18.	20:41	Declarations of interest	
19.	20:42	Scalasaig Finance	Callum

Cont …

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20.	20:50	Campsite development agreement	Lizzie
21.	20:55	Ben Sgoiltaire - legal	Lizzie
22.	20:10	AOCB	

CCDC Board Meeting

Friday 30 August 2024

Public Minutes

Attendance: Dannie Onn (DO), Callum Hay (CH), Darragh Keenaghan (DK), Willie Joll (WJ), Helen Mann (HM), Andrew Abrahams (AA), Lesley MacInness (LM)

Apologies: Will Young, Willie Joll (WJ), Linsay Chalmers, Carrie Seymour (CS), Lizzie Keenaghan (LK)

Minutes of the Last Meeting and matters arising:

Minutes of last meeting approved.

Declarations of Interest:

DK – croft, housing, Port Mor track

Monthly Bulletin:

Circulated prior to the meeting. No questions or additional information. The Board is happy for this edition to be published.

Scalasaig Report:

Circulated prior to the meeting. In addition, DO reported on plans for the celebration event. MOWI are awaiting a response from the office of Marie Gougeon. The proposed date will be in week commencing 23 October, but subject to change if circumstances require.

CH reported that a request for stepped payments on the BU No.3 lease had been requested. This is because the summer season is over before business start, and income would be reduced. The balance of the first year rent would be made up by the end of the first full year. The board agreed that this would be acceptable.

There were no further questions and no matters for decision.

Carbon Neutral Island report

A verbal update was given. CH reports that funding has been offered to carry out an initial project by end March 2025. This will be within the remit of the Scottish Government Carbon Neutral Islands initiative and will focus on an energy audit with a view to supporting a just transition from solid fuel. The early focus of the project would

be on community engagement, followed by data gathering to enable a picture of energy use at Colonsay and Oransay. Colonsay Community Council will be informed and asked to endorse the project. The funding will allow appointment of a part time employee to manage the project and based on 1-2 days per week. An open recruitment exercise will be undertaken.

Following a brief discussion, the board approved unanimously to accept the offer of funding and proceed with the project.

Port Mor update

DO updated the board on the progress of the road upgrade by WHHA. The base for the new road is underway. One of the passing bays has been moved at the request of the landowner. Whilst this would reduce the scope for manoeuvring near the harbour access, it does not impact on the rights of access established by Argyll and Bute Council. Accessibility to the harbour will become part of the harbour restoration project in due course. Tarmac surfacing is expected in the last week of September.

Annual accounts and reporting

CH reports that our accountants have prepared accounts for the auditors and he reports that CCDC is a going concern.

Website and Social Media:

DO reported that he had spoken to Sarah following the concerns of the board at the last meeting. Her response had raised other matters, and CH/ DO propose further discussion to determine the best way forward.

AGM

The date for the AGM will be set when we have a likely date for the audit of our accounts. This is likely to be in late October. Provisional dates were considered but nothing is fixed for now. 16 days' notice must be given to our membership. We propose to repeat the format of last year, with a slide show too display our achievements last year and up to date. It may also be an opportunity to seek feedback from islanders on the various initiatives we are working on.

DONM:

Thursday 29th August 2024 at 7pm.

COLONSAY COMMUNITY DEVELOPMENT COMPANY

Monthly Bulletin - October 2024

Next Board Meeting

The next board will be Thursday 31 October.

The date for our AGM is dependent on the audit process for our annual accounts but will likely be in late-November. In the meantime, this briefing should bring you up to date on current projects. Comments on the following or any other matter would be warmly welcomed.

Port Mor Road

Many of you will know by now that the storm on Sunday 20th combined with the very high tide caused serious damage to the new road by washing out the surrounding land along the low section and over the culvert. We cannot guarantee that the road is safe and have advised our tenants that they should avoid taking vehicles over if at all possible.

Of course, this is causing problems for our tenants and other users - the croft house builders in particular. We hope that between them the landowner and WHHA can restore access for all within days, although a full repair may take some time.

We are told that WHHA/ TSL/ the engineer plan to visit on Monday 28th to assess the situation and this briefing will be updated for the CCDC board on Thursday.

Scalasaig developments

There has been little progress on the handover of our new developments at Scalasaig. This is extremely frustrating to us and likely extremely annoying to all those waiting for their new home. This is not our fault. Partly because of the delays, the proposed 'official opening' has been postponed and the intention that Marie Gougeon, Cabinet Secretary, would hand over the keys or cut the ribbon will not be possible until March. We think that will be too late, so are looking at alternatives. There will be a full project report at the board meeting.

The allocation of the remaining low-cost home is ongoing. Our agents CHT have taken longer than expected to organise the wider marketing of the houses and we aim to meet with them this week to accelerate the allocation.

As you already know, the marketing of the unallocated business unit has been extended until early November to allow those with a serious interest enough time to put together the financial information needed with the application.

SURF Awards

As you may know, CCDC has been shortlisted for a Housing and Regeneration award by Scottish Regeneration Forum (SURF). The SURF award judges visited us on Saturday 19th. They met with our project team (Carrie, Helen, Callum and Dannie) and with some of those who will be moving in. We showed them the new housing and gave them a quick tour of the island, pointing out our other projects as we went around. The judges were really nice, and we think they went away with a good picture of what we have done and how it will make a difference here. The next stage will be the announcement of the winners at a ceremony in Glasgow on 5th December. Five directors and staff will be attending the event.

This is a prestigious award and simply being on a shortlist of three across the whole of Scotland says a lot about the efforts we have made as a community. Even if we don't scoop the top prize, the further exposure and the competence demonstrated will stand us in good stead for further projects.

Beinn Sgoiltaire Croft

The legals are progressing well. We are aiming at a completion of sale for 1 March next year. Hopefully that will give Danny and Barbara time to find their new home and us time to find a suitable tenant. A report will be submitted to the coming board.

Carbon Neutral Island

Colonsay has been accepted and funded as part of the next round of Carbon Neutral Island projects. This is good news for the island as it should provide opportunities to improve energy efficiency and transition to cleaner, more sustainable sources. It will also enable community bodies to access funding for projects.

We are delighted to let you know that, after a rigorous recruitment process, Maggie Faye has been appointed to develop the first phase of the project; an energy audit. Maggie will start work with CCDC on 14 November and the post will last until the end of March. We hope to secure funding to continue the project next year.

Machair Wind

The Memorandum of understanding between SPR and Colonsay Community has been finalised and is now with SPR for signature.

Machair Wind have now reached the first milestone in the Environmental Impact Assessment of the project – submitting the scoping report for the wind farm area to the Marine

Directorate Licensing Operations Team at Scottish Government, applying for a formal Scoping Opinion. A copy is available in the Service Point for all who wish to see it. A link to the e-copy is below.

https://marine.gov.scot/node/25686

Dannie Onn

COLONSAY COMMUNITY DEVELOPMENT COMPANY

PROJECT REPORT – Scalasaig Development

Project	Scalasaig Development			
Report Compiled by	Caroline Seymour			
Reporting Period	October 2024			
Project Status	Previous Status:		Current Status:	

1. SUMMARY OF ACTIVITY SINCE LAST REPORT

TSL have completed construction and have submitted the updated warrant drawings. These are currently being reviewed by Building Control who have found discrepancies on the drawings. We are awaiting to hear from TSL that the issues with the documentation have been resolved so that Building Control can provide a date for their site visit. Until we have this TSL cannot even set a provisional date for handover.

Allocations

Housing

All houses have been allocated apart from No.11 which is still available for LCHO. There have been 3 applicants but as we still have not had handover, it gives us the opportunity to advertise further to ensure that we get the widest audience. It has been put on local estate agents E Thorntons and we have requested that it is shared on Right Move, etc. We have requested that CHT update current applicants as to the current situation.

Business Units

As with the housing, due to the delay in handover we can extend the deadline for applications to apply to lease Unit 2.

MOWI

Our solicitor is still working with MOWI to finalise the sales contract - this is near completion.

Financials

Callum and myself have been in discussions with Ecology Bank regarding a long term loan.

A separate paper on long-term borrowing is included in private business

COLONSAY COMMUNITY DEVELOPMENT COMPANY

PROJECT REPORT – Scalasaig Development

Housing Management

All the tenancy packs have been collated and are ready to go. We have received some handover documentation from TSL but are still awaiting the full package.

2. KEY ISSUES

Delay in handover due to Building Control requirements

3. FORMAL APPROVALS / DECISIONS REQUIRED

None

4. NEXT REPORTING PERIOD ACTIVITIES

- Housing handover and tenancy agreements
- RHB Minute of Agreement
- Finalise Standard Security with Scottish Government
- Buildings Insurance
- MOWI sale
- No.1 An Faire Mor sale

5. APPENDICES

None

COLONSAY COMMUNITY DEVELOPMENT COMPANY

PROJECT REPORT – Campsite

Project report
Campsite

Project	**Campsite**			
Report Compiled by	**Lizzie Keenaghan**			
Reporting Period	**October 2024**			
Project Status	Previous Status:		Current Status:	

1. SUMMARY OF ACTIVITY

- Communication needed from ABC's planning department to confirm condition specifics was too slow, and after several months and increasing concern we needed to inform Argyll & Bute Council's Island Infrastructure Fund team of the difficulty and ask for assistance. This approach did work, and within a week we had the correspondence needed to commit to the purchase of grass reinforcement matting and the final works.
- Potwash constructed in modules for quick installation
- Development agreement between crofter and CCDC updated and signed, with accompanying operational guidelines for the campsite once up and running
- Financial agreement in place between CCDC's Treasurer and crofter for the settlement of the items which at ABC's request were switched to being outside of the IIF grant during the course of the project. This can be settled by the end of the year, and also has the potential to convert to a rental agreement.
- WHHA's Port Mor road works – a significant step forward with regards access, despite storm damage.

2. KEY ISSUES

- When we submit the last claim to the Islands Infrastructure Fund they have asked that we supply correspondence from the Planning department. We hope now that having established cross-departmental communication with ABC, we will get this when we need it without delay. Ease of cashflow isn't what it was at the start of the project for CCDC, so we hope that the final claim will be paid by ABC without delay.

3. FORMAL APPROVALS / DECISIONS REQUIRED

PROJECT REPORT – Campsite

- none

4. UPCOMING ACTIVITIES

- Works on site anticipated within the next month: laying of grass reinforcement matting, construction of potwash and final site area preparations.
- Final claim to Infrastructure Fund to submit, for expenditure of £8256 – awaiting invoice for this from contractor
- Signage prepared for the operating site to install in spring – to meet the funding obligations
- CCDC will charge project VAT to campsite business (VAT-registered) as 'onward supply'

Appendices

- Campsite development agreement between CCDC and crofter Helen Mann, including operating guidelines – signed copy

COLONSAY COMMUNITY DEVELOPMENT COMPANY

PROJECT REPORT – Scalasaig Development

Project	Colonsay Energy Supplies - Filling Station and Coal Righ			
Report Compiled by	Callum Hay			
Reporting Period	July - October 2024			
Project Status	Previous Status:		Current Status:	

1. SUMMARY OF ACTIVITY SINCE LAST REPORT

Funding

- In-principle agreement of funding from HIE, up to 75% intervention
- Positive discussion with SSEN Community fund – funding application in preparation
- Fall-back funding options being explored as contingency, if SSEN application fails

Filling Station – upgrade to pay-at-pump

- Site visit, technical solution agreed with preferred supplier and installation contractor
- Project Manager appointed, pending confirmation of funding & project start
- Formal advice received from ABC Planning – despite earlier suggestions that it would not, PP application will be required
- PP in preparation – for submission ASAP. Decision expected Feb 2025
- Detailed discussions with ABC Trading Stds re. regulatory requirements and proposed operation. Acceptable operational arrangement identified / agreed.

Termination of Coal Righ agreement, March 2025

- Potential alternative sites for coal and gas storage identified
- Site for coal is in CCDC ownership and no regulatory / planning issues anticipated

- Site for Gas storage on private land identified – agreement in principle secured
- Title searched and no apparent restrictions
- Regulatory requirements for gas storage researched & design refined
- PP for gas storage will be required – in preparation. Decision likely Feb 2025
- License to occupy with landowner to be agreed

COLONSAY COMMUNITY DEVELOPMENT COMPANY

PROJECT REPORT – Scalasaig Development

2. KEY ISSUES

- Secure planning permission for the filling station
- Secure planning permission for Gas Storage
- Secure Right to Occupy for Gas Storage

The unexpected requirement for PP for the filling station has put the project back about 4 months. Completion now expected April/May 2025.

The main supplier has warned that equipment prices are likely to rise by 5-10% in December. The budget has been updated to incorporate this potential additional cost

3. FORMAL APPROVALS / DECISIONS REQUIRED

None

4. NEXT REPORTING PERIOD ACTIVITIES

- Confirm coal and gas storage sites
- Submit PP applications
- Continue discussions / negotiations on access, and right to occupy for gas storage
- Complete formal application to HIE to confirm project & funding
- Make formal bid to SSEN Community Fund
- Prepare fall-back funding options, if SSEN bid unsuccessfor

5. APPENDICES

None

COLONSAY COMMUNITY DEVELOPMENT COMPANY

SURF Awards – Awards Ceremony

Report to CCDC Board – October 2024

Background

Earlier this year, CCDC entered the Scalasaig Housing Project for the 2024 SURF Awards, in the Housing and Regeneration category. The SURF awards (Scotland Regeneration Forum) are supported by the Scottish Government and have been running since 1988.

It was announced on 24th September that CCDC has made the top 3, and the winner will be announced at the annual awards ceremony in Glasgow on 5th December. More details can be found here:

https://surf.scot/surf-awards/surf-awards-2024/

A judging panel of 4 from SURF visited Colonsay on 19th October, were shown round the island, met and discussed the housing issues on Colonsay with some of the buyers / tenants and also toured the site.

Proposal

As CCDC has been shortlisted, we are entitled to 2 free places at the awards.

It is proposed that Carrie Seymour (CCDC Project Co-ordinator) and Helen Mann (CCDC Director for Housing, and prospective tenant) should take up these places as CCDC's representatives. CCDC Directors Dannie Onn, Callum Hay and Lesley McInnes have all expressed an interest in attending too, and have agreed to do so at their own expense.

Recommendations

It is recommended that the Board agree:

1. That CCDC is represented at the SURF awards ceremony, as described
2. That the cost of reasonable travel, accommodation and incidental expenses associated with the trip for Carrie and Helen should be met by CCDC.

Callum Hay

Director
October 2024

COLONSAY COMMUNITY DEVELOPMENT COMPANY

Ben Sgoiltaire croft & house – allocation strategy proposal

Background & aims

The background to this project lies in two applications for funding to Scottish Land Fund and Colonsay & Oronsay Community Fund. Both were successful, and a significant proportion of the annual SLF budget was allocated to Colonsay's bid.

The applications describe the challenges that Colonsay has that we are familiar with, and then more specifically references the aims for Ben Sgoiltaire as an opportunity.

Content from both applications is extracted below, as these extracts best describe the aims of the project as it has been proposed.

COCF application

- By bringing this house and croft into community ownership, CCDC will **seek to attract another family** to the island.
- This project will help to **address the unbalanced demographic** on the island.
- By providing a secure home it will make it **possible for a young family to move and settle to the island**.
- CCDC will have an open application process, advertising this opportunity widely and selecting new tenants based on a range of criteria but with **an emphasis on bringing a young family to the island**.
- A **key aim will be to increase the primary school role**, which is currently down to just two children in the primary and three children in the early years.
- **Bringing in new young crofters** helps to continue the culture and heritage of crofting and responsible stewardship of the land.
- The croft offers the **possibility to develop a small and diversified agricultural enterprise**.

Scottish Land Fund application

Project title: Purchase of house and croft on the isle of Colonsay to attract a family

SLF Stage 1

- In particular, we would **prioritise bringing a young family to the island**.
- The land would have to be **actively crofted** and we would score candidates based on their **business plan and the skills** they would bring.

SLF Stage 2

- By taking this house and croft into community ownership, CCDC will be **able to attract another family to the island**.
- The croft offers the **possibility to develop a small and diversified agricultural enterprise**.
- By making it **possible for a young family to move and settle with security on the island**, this project will help to **address the unbalanced demographic**. CCDC will have an open application process, advertising this opportunity widely and selecting new tenants based on a range of criteria but with **an emphasis on bringing a young family to the island**.
- The survey responses gathered to inform the (Community) Plan clearly identified the need to **balance the demographic profile on the island as a key priority**, with the most important reasons being: a) to be **able to staff lifeline services**; and b) **to increase the school role**.
- By acquiring this house and croft we will be able to **provide a secure, affordable, and ready-made home for a new family to move into and settle**. The challenges of living on Colonsay mean that frequently people only stay for a year or two and then move on, unable to find a secure foothold. This project will **provide a much more stable way for a family to move here** and mean they will be more likely to stay long term.
- A robust application process will be carried out to advertise the opportunity and attract applicants. The house and croft will be let to **encourage a young family to relocate to the island**. Key criteria will include:
  1) **increasing the primary school role**
  2) **ability to support themselves financially,** taking into consideration the higher costs of island life
  3) **ability to fill essential roles, or increasing economic activity on the island**
  4) **a sustainable business plan for the croft**
- By having a thorough application process and offering support to new tenants to settle on the island, **we aim to create a stable situation where the tenants can afford their cost of living, are actively working their croft, are contributing to the economy of the island, and see themselves staying long-term.**

Scottish Land Fund outcomes & indicators

CCDC's proposed indicators for achieving more sustainable economic, environmental and/or social development through ownership of land and buildings

List up to three indicators you will use to track and measure your progress towards this outcome	**Timescale**
Increased number of children in the school and nursery	Year 2
Increased number of adults of working age living on the island	Year 2
Number of community crofts being actively worked and sustainably managed	Year 2

CCDC proposing to measure project outcomes with the following, paraphrased from the application:

- A suitable tenant coming from a good number of applications, someone who goes on to see a long term future for themselves on the island
- Full occupancy of the house, and long term residency
- Financial security within this project for CCDC
- Croft activity along the lines of the business plan
- Progress towards key objectives within the community's 10 year plan, in particular addressing the need for affordable housing, balancing the demographic profile, increasing economic activity, and enabling greater social opportunities. Changes to be seen within the Island Profile data.

Project aim in a nutshell

All the background set out here can be distilled to this:

CCDC is aiming to attract a young family for the Ben Sgoiltaire house and croft. This will have the effect of increasing the school role and increasing the number of settled residents of working age, seeing a long term future for themselves in Colonsay. CCDC would like to see the house occupied as fully as possible, and the croft active with a business.

Allocation strategy

CCDC's allocation strategy is aimed at both achieving the project aim as summarised above, and being confident that the new residents of Ben Sgoiltaire are going to thrive.

Eligibility criteria

Applicants must be:

- **A young family or couple wanting to take on a croft here, and make Colonsay home**

The intention is that the allocation will support the local primary school, and therefore CCDC sees attracting a family as the preferable outcome, but would still welcome applications from young people wanting to establish here.

Applicants must have:

- **A croft business plan for Ben Sgoiltaire**
- **A way to make a living in Colonsay**
- **An awareness of the challenges of year-round island life**

Sustainability factors and attributes:

- **Resilience, initiative & adaptability**
  Essential because year-round remote island life requires this
- **The finance needed for getting established**
  Essential for putting into practice the croft plan
- **Crofting or farming experience**
  Desirable for achieving the croft plan
- **A trade or key worker experience**
  Desirable for filling essential roles within the small island community

Advertising & application process

Funding application content commits CCDC to advertise widely, and to conduct a robust application process.

Advice has been sought from the Scottish Crofting Federation with regards advertising the Ben Sgoiltaire opportunity. It has been agreed sensible to be sure of all the key terms of the opportunity for the croft tenancy and house, as well as the allocation strategy before advertising.

Once all is ready, and with the seller's blessing in advance of sale completion, it is the intention to share the opportunity to apply with the following organisations and groups listed below, plus others that might be suitable, and all of CCDC's regular contacts.

- Scottish Crofting Federation (newsletter/social media/included in their maintained list of available crofts for subscribers)
- Scottish Rural Network
- Scottish Islands Federation
- Community Land Scotland
- Scottish Land Matching Service
- Facebook group 'Farms, crofts and smallholdings' (used for listing opportunities)

Shared components of the advert will include:

- details of the house and croft
- all the known terms of the opportunity in brief – having achieved Board approval of these
- the eligibility criteria – also having achieved Board approval of these
- a contact for queries and for requesting an application form
- the deadline

Returned application forms will be sifted to arrive at a preliminary shortlist according to how closely or strongly they meet the overall aim of the project, meet the essential requirements and sustainability factors and attributes also

An interview will follow early 2025 for those short-listed. Accommodation for interviews may need to be sought, and the logistics given consideration. Short-listed applicants would most likely want to visit, and a winter visit would give a realistic picture of year-round life here. It's hoped that accommodation could be offered.

The panel for interviews will be made up of:

- one Director from the core project team
- one Director from outside that
- one current crofter of Colonsay
- one member of the wider community with relevant interests, whether that's business or farming, or family life in Colonsay

All selected for the panel will be provided with the terms of the opportunity, the allocation strategy here, including background, project aim and eligibility criteria, with enough time for advance queries and discussion.

CCDC's Board of Directors has delegated authority to a core of 3 Directors within them, to take forward the Ben Sgoiltaire project.

The Board as a whole will grant approval at certain stages:

- approving the terms of the opportunity before advertising
- approving the allocation strategy here, including the summarised project aim, eligibility criteria and application process, with application questions and interview scoring

The core team of Directors will:

- approve the shortlist of applicants, and potentially the need for a second round of advertising should applicants on the whole not be meeting the project's aim
- approve the panel member selection for conducting the interviews
- approve the final selection of applicant for Ben Sgoiltaire, in collaboration with the interviewing panel

Application form outline

1) **Names of applicants**: …… Address: …… Email: …… Phone number: ……

2) Please circle to indicate your ages:

Applicant 1:	under 30	30 – 40	41 and over
Applicant 2:	under 30	30 - 40	41 and over

3) Please note the number of young dependants that you have alongside these age categories, leaving blank if this doesn't apply.

under 3 ……. 3 – 5 ……. 5 – 11 …… over 11 …….

4) **Please tell us about you - who you are, what attracts you to this opportunity and what it means to you:** *(plenty room given here)*

5) Please describe your knowledge of, and experience in, crofting or farming:
We appreciate that access to crofting or farming in Scotland can be difficult, which is why community-owned crofts can be such a significant opportunity for those who would like to become a crofter. Experience might span volunteering, outdoor work or a proximity to crofting – to give a few examples.

6) CCDC wants to be confident that the new residents of Ben Sgoiltaire will thrive. Financial security will be an important factor in this. It is the case that certain aspects of Colonsay life year-round result in higher costs of living than in other places, for a business there is haulage, location and seasonality to consider, and in employment many islanders have multiple part-time roles. **Please describe how you would intend to make a living in Colonsay:**

7) Year-round island life in Colonsay can bring various challenges – some relating to travel and connectivity, some social, some financial, some facilities, or lack of, and then there's the winter weather! **Please describe your understanding of these challenges and how you would cope:**

8) Through the course of crofting, setting up a business, and making Colonsay home, there will inevitably be resilience, initiative and adaptability required. **Please describe times when you've demonstrated these qualities:**

9) For a small island community, being able to fill and maintain essential roles is a marker of sustainability, and those with particular skills, experience or a trade can be a valuable asset. **Please describe any skills or experience you have that you think Colonsay could benefit from:**

10) Your croft plan for Ben Sgoiltaire is an essential component of your application, please include this alongside your completed form.

It can be in any format of your choosing, but we ask that it includes your estimation of the finance & resources required to put it into practice, and get established on the croft – with confirmation that this will be possible/available to you.

We're interested in how the croft will be active, what you might achieve, produce or create, what business the croft activity might generate and what finance & resources will be needed to get established and maintain this.

11) Please include here any additional information to support your application:

We ask for a reference from someone who has known you for 2 years or more, who can provide a statement of confidence in your application and your croft business plan, based on your experience, available resources and the resilience required. Please attach this alongside your application - thank you!

Signed….. Date….. Returned to……..

Ben Sgoiltaire house & croft – applicant score sheet		
Strength of eligibility, sustainability factors & attributes	**Comments & notes**	**Score**
How closely or strongly does the applicant meet the project aim of attracting a young family? Max. score 25		
How strong is the croft business plan for Ben Sgoiltaire? - achievable, positive for the croft and the island, realistic and detailed costed plan, supported by the experience, available time, resources and finance needed enthusiasm + realistic = viable Max. score 25		
How viable does the intended way to make a living in Colonsay seem? Max. score 15		
Awareness of the challenges that come with year-round island life Max. score 5		
Resilience, initiative and adaptability Max. score 10		
Crofting or farming experience - including an assessment of aptitude, taking in account how difficult it is in Scotland for young people to get access to land Max. score 15		
A trade, or key worker experience Max. score 5		
Total score out of 100		

COLONSAY COMMUNITY DEVELOPMENT COMPANY

Colonsay Net Zero – Carbon Neutral Island Project

Report to CCDC Board – October 2024

Background

Following approval from the CCDC Board in August and support in-principle from the Community Council Colonsay has been accepted as one of the communities that will participate in the next phase of the Carbon Neutral Islands programme, led by Community Energy Scotland (CES). This development is consistent with the broad objectives of the 2022 Colonsay Community Plan.

CES are providing funding support for a Project Officer to deliver an initial carbon audit and community action plan by the end of March next year.

Following an open recruitment process and interview, Maggie Fay was appointed as CNI Project Officer on 14th October. She will take up the position on 14th November.

Update

It is planned to hold a community event / public meeting as soon as possible to launch and explain the project, prior to fieldwork to gather local data.

As part of the arrangement with CES, Home Energy Scotland (HES) have committed to visit Colonsay for several days during the project to undertake 10-15 free home energy audits. These audits will produce data similar to Energy Performance Certificates (EPC's) that are now mandatory when properties are sold.

Existing EPC's are on the public record, and HES's intention is to prioritise surveys for properties that don't yet have one. The outcomes from HES work and existing EPC's will provide a basis for the residential property element of the carbon audit.

We may also take up an offer for the project Officer to be trained to do carbon/energy assessments, but that has not yet been decided. It may be more cost-effective to use the funding for additional fieldwork.

The completed carbon audit and community action plan is expected to provide pointers to future work, help define CCDC's "energy" project priorities, support grant applications and direct local investment in carbon-reduction projects in the years to come

Agreement

As part of the conditions for grant support, CCDC is required to sign a Memorandum of Understanding (MOU) with CES. A copy in draft is attached to this report.

Recommendations

It is recommended that the Board:

1. Note progress to date
2. Approve the draft MOU, and delegate to the Chair, Treasurer and CNI Project Officer to agree any final details with CES.

Callum Hay

Director
October 2024

Memorandum of Understanding

Community Energy Scotland Limited

and

Colonsay Community Development Company

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THIS MEMORANDUM OF UNDERSTANDING ("MOU") is made to record the understanding and intentions between:

Community Energy Scotland Limited, company number SC333698 whose registered office is at 67A Castle Street, Inverness IV2 3DY ("CES");

and

Colonsay Community Development Company (CCDC), company number SC 208892 and Charity SC 030317 whose registered office is Service Point, Village Hall, Scalasaig, Isle of Colonsay, PA61 7YW;

(together the "Parties" and each a "Party").

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BACKGROUND

Carbon Neutral Islands (CNI) is a Scottish Government Programme aimed at supporting communities on Scottish islands to take forward climate actions and reduce carbon emissions. In May 2022 six islands were initially identified and included in the CNI project: Hoy, Islay, Great Cumbrae, Raasay, Barra and Yell. These six islands are in effect Lighthouse Communities as they will be allowing demonstration and path finding, and providing a guide for other island communities to follow.

The Carbon Neutral Islands project aims to help deliver key commitments in the National Islands Plan, protect Scottish island environments from climate change, and contribute to the Scottish Government's 2045 net zero commitment. The project will also align with the Scotland wide net zero work and contribute to the Scottish Government's 2045 net zero commitment.

Whilst working closely with communities to move towards net zero in a fair and just way, the Carbon Neutral Islands project aims to share good practices and learnings from the project with all other Scottish islands.

The Scottish Government has allocated a budget this financial year to set up an initial 'Community of Practice' (CoP), starting in August 2024 and ending on the 31st March 2025. This CoP, facilitated by CES, will support a group of island communities to undertake early stage planning and engagement around climate action. It is hoped that the Scottish Government will allocate further funding next financial year (2024-2025) to continue to develop the replicability strand of the CNI project and enable members of the CoP to progress with the development of their plans and to implement actions.

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AIMS & OBJECTIVES

The purpose of establishing this 'Community of Practice' is:

- To facilitate knowledge exchange, share learnings and best practice with regards to decarbonisation and adaption to climate change.
- To foster engagement and enthusiasm in net zero journeys and adapting to climate change in rural and island communities both in Scotland and abroad, through the experience of the CNI project.
- To help build capacity and resources within island communities to strengthen their ability to take climate action
    - Specifically, this may include: training of local officers in climate literacy and other relevant skills; delivering public engagement and awareness raising events; data and information gathering to allow informed decision-making; and developing climate action plans and understanding the priorities of the local community.

Community Energy Scotland has been given a grant by the Scottish Government to work in partnership with eight Scottish island communities to support them in taking climate action.

The main objectives/expected outcomes of the Grant are:

- The development of an outline energy use / carbon audit
- The delivery of a community engagement event in November / December 2024 to introduce and promote the project and seek community endorsement, and input to inform the action plan.
- Delivery of a follow-up community engagement event in February/March 2025 to present findings and the plan.
- The development of an initial community climate action plan with a specific focus on housing, to be presented by the end of March 2025.

This MOU outlines how the Parties intend to collaborate in order to conduct this work and hence achieve these Aims and Objectives.

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NOW THEREFORE the Parties agree as follows:

1. DEFINITIONS AND INTERPRETATION

1.1. The following definitions and rules of interpretation in this clause apply in this MOU:

Foreground IP means any and all Intellectual Property Rights produced by the Parties separately or jointly as a result of or in connection with the Project; and

Intellectual Property Rights means patents, rights to inventions, copyright and related rights, trademarks and service marks, trade names and domain names, rights in get-up, rights to goodwill and to sue for passing off and unfair competition, rights in designs, rights in computer software, database rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications (and rights to apply) for, and renewals or extensions of, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist, now or in the future, in any part of the world.

2. PURPOSE

This MOU is to provide certainty of the intent and role of the Parties.

2.1 The purpose of the Consortium is to carry out the Aims & Objectives of the Project, as set out in the AIMS & OBJECTIVES section above.

2.2 Community Energy Scotland's main role in the Consortium will be to:

2.2.1 Lead the Project, overseeing and coordinating the implementation of project delivery, with day-to-day management of the project and preparation of monthly reports;

2.2.2 Provision of expertise and support to CCDC in order to enable the deliver the Carbon Neutral Island project objectives;

2.2.3 Delivery of an Energy and Transport Carbon Audit and Climate Action Plan for the wider community in collaboration with CCDC

2.2.4 Ensure any personal data collected or used by CES in the delivery of the Project will be processed in accordance with the overarching principles and requirements set out in the UK General Data Protection Regulation and the Data Protection Act 2018 ('Data Protection Law');

2.2.3 Provision of reports to Scottish Government on the project.

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2.4 CCDC's main role in the Consortium will be to:

2.4.1 Support the planning and management of Community Engagement;

2.4.3 Lead on communication and promotion to the wider community in support of the Project's Aims, Objectives & Outcomes.

2.4.4 Acknowledge the support of the Parties and Funders in appropriate publicity or public engagement that relates to the Project;

2.4.5 Take on all responsibility for employing and managing any staff or local consultants linked to the project;

2.4.6 Ensure any personal data collected or used by CCDC in the delivery of the Project will be processed in accordance with the overarching principles and requirements set out in the UK General Data Protection Regulation and the Data Protection Act 2018 ('Data Protection Law').

2.4.7 Provide regular monthly updates to Community Energy Scotland on progress

2.4.8 Delivery of a Carbon Audit and Climate Action Plan in collaboration with CES

3. COLLABORATION

The Parties will work together with other relevant non-profit distributing community groups, organisations, businesses and academic bodies where possible. The Parties will present findings and share experiences jointly at relevant events and conferences should the need arise, where sufficient resources are available, and it is in support of the Project.

4. PROJECT COSTS

4.1 All anticipated costs associated with each island's activities under this MoU are estimated in a Schedule of costs in Appendix 1.

4.2 Within the bounds of the available funding, proposed spend should be formally stated and agreement sought from Community Energy Scotland before it is allocated.

4.3 Each party should keep a clear record and evidence of any spend incurred by the project. This spend will need to be within the current financial year and be fully complete by March 2025. Any unused funds will not be rolled over into 2025-26 financial year.

5. RESPONSIBILITY FOR COSTS

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5.1 The budget is held by Community Energy Scotland; therefore, CCDC will claim directly for costs from Community Energy Scotland. These costs, following agreement by both parties, should be paid for and then claimed using evidence of spend.

5.2 This (5.1) notwithstanding, the Parties agree to collaborate in identifying funding opportunities that may allow them to expand the project in terms of scope and/or timescale and recover additional costs accordingly.

5.3 The schedule of any such payments and any terms associated with them are to be agreed separately to this MoU, subject to clause 5.4 below.

5.4 In the event that the Consortium is terminated, any outstanding payment for work already undertaken and agreed between each party must be settled within 30 days.

5.5 However no commitment to further work or payment for such work is indicated or implied by the terms of this MoU.

6. DATE OF THE MEMORANDUM OF UNDERSTANDING

This MOU shall come into force on the last date on which it is signed by the Parties.

7. DISPUTE RESOLUTION PROCESS

7.1 In the event of disagreement all Parties will make reasonable endeavours to maintain communication and resolve the disagreement amicably and to mutual satisfaction.

7.2 In the event that this approach fails, the Parties reserve the right to appoint a named representative to discuss the issue with the other Party, or the Party's representative, on their behalf.

7.3 Parties may also invite an arbitrator independent of the Project and the interests of the Parties to assess the dispute and make a recommendation. For the avoidance of doubt, this recommendation will not be legally binding upon the parties.

7.4 At all times each Party reserves the right to terminate the Consortium with notice in writing of 30 days, subject to the terms in article 12.

8. CONFIDENTIALITY

The Parties each undertake to keep strictly confidential any information ("Confidential Information") which it acquires from the other as a result of entering into this MOU. The

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Parties may disclose information which would otherwise be confidential hereunder if and to the extent it is:

a) required by law;
b) required by a recognised stock exchange or government or regulatory body;
c) required to be disclosed to such of its and its Affiliates' respective directors, officers or employees who need to know the Confidential Information, provided that the disclosing party will be responsible for any breach of such obligations by any such directors, officers or employees. For the purposes of this MoU, "Affiliate" shall mean a company or corporation which is the ultimate holding company of a party or a subsidiary of such ultimate holding company and for the purposes of such definition 'holding company' and 'subsidiary' shall have the meanings assigned to them in Section 1159 of the Companies Act 2006 (as amended from time to time);
d) required to be disclosed to professional advisors of that Party;
e) in the public domain through no fault of the Party receiving the Confidential Information;
f) information the other Party has given prior approval to disclose (such approval not to be unreasonably withheld or delayed).

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9. INTELLECTUAL PROPERTY RIGHTS

9.1 Except as expressly stated in this MOU, nothing in this MOU shall grant or be deemed to grant either Party any right, title or interest in any Intellectual Property Rights owned by the other Party and nothing in this MOU shall entitle either Party to use the other Party's logos or trademarks or any other Intellectual Property Rights in any way whatsoever without the prior written consent of the other Party.

9.2 The Parties shall have pro indiviso rights in common in any Foreground IP that is created as a result of this MOU.

9.3 The Parties shall have the right to market and license the Foreground IP however they wish as long as it does not prejudice the interest of the other in the ownership of said Foreground IP.

9.4 Each Party warrants that Intellectual Property Rights that will be introduced to this Project shall not infringe on third party ownership of Intellectual Property Rights.

9.5 Each Party will register, license and jointly maintain any Foreground IP as appropriate, sharing equally cost of registration and maintenance.

9.6 Each Party shall be entitled to use freely Foreground IP in a commercial product.

9.7 Each Party shall fully indemnify and hold harmless each of the other Parties against any and all actions, claims, demands, proceedings, damages, costs, charges and expenses (including without limitation legal fees and costs) directly incurred by any of the other Parties in respect of any claims against any of the other Parties alleged or actual infringement of any patent, registered or unregistered design, copyright or other intellectual property right in respect of any materials, works or other property supplied to any of the other Parties pursuant to this MOU and /or the Project

10. RELATIONSHIP OF THE PARTIES

Nothing contained in this MOU shall make a Party a partner of the other Party and no Party shall hold out the other as such. No Party shall be entitled to make any promise or enter into any agreement on behalf of or pledge the credit of the other Party and no Party shall purport to do so.

11. GOVERNING LAW

This MOU shall be governed by and construed in accordance with the law of Scotland and the Parties agree to submit to the exclusive jurisdiction of the Courts of Scotland.

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12. TERMINATION

12.1 Unless otherwise agreed between the Parties, or provided for in this MOU, this MOU shall terminate upon the earlier of the following events:

12.1.1 Thirty days beyond the end of the Scottish Government funding period, being 31st March 2025;

12.1.2 Following 30 days upon receipt of written notice from either Party;

12.1.3 If either Party ceases or threatens to cease to carry on or becomes unable to pay its debts within the meaning of Section 123 of the Insolvency Act 1986; or

12.1.5 If either Party holds any meeting with or makes or proposes or enters into or has proposed to it any arrangement or composition with or for its creditors (including any voluntary arrangement as described in the Insolvency Act 1986); or

12.1.6 On the enforcement of any security over any assets of either Party; or

12.1.7 On the appointment of an administrator, a liquidator, interim liquidator, receiver, administrative receiver, or manager (whether out of court or otherwise); or

12.1.8 If any formal step is taken in connection with the winding up, dissolution or administration of either of the Parties (whether out of court or otherwise) including:

a. the presentation of a petition or an application for either Parties administration;
b. the filing of a notice of intention to appoint an administrator to either of the Parties pursuant to paragraph 14 of Schedule B1 to the 1986 Act;
c. the presentation of a winding up petition for the winding up of either Party.

13. STATUS OF MEMORANDUM OF UNDERSTANDING

Except for the provisions in clauses 4 to 12 (inclusive) this MOU is not legally binding. No Party shall be entitled to make any promise or enter into any agreement on behalf of or pledge the credit of the other Party and no Party shall purport to do so.

14. STATEMENT OF INCLUSIVITY

The Partners seek to create an inclusive culture among participants of this project upholding the following principles:

- The Partners are committed to prioritising inclusivity and diversity in the delivery of the Carbon Neutral Islands project
- All participants will be actively listened to and their opinions will be respected

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IN WITNESS WHEREOF the Parties hereto have executed this Memorandum of Understanding consisting of this and the 8 preceding pages are executed in duplicate as follows:

Signed for and on behalf of CES

Signed _____

Title _____

Date _____

Signed for and on behalf of CCDC

Signed _____

Title _____

Date _____

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APPENDIX 1 – SCHEDULE OF COSTS:

This is APPENDIX 1 referred to in the Memorandum of Understanding agreed between CCDC and CES and governing the relationship and contributions of these Parties.

CCDC COSTS

The total available funding available to CCDC for participating in the project are estimated at **£10,790**. These costs may be subject to review and revision, by mutual agreement. Any spend over the above estimate must be agreed in advance. This funding is available only until the end of March 2025 and must only be for spend incurred between August 2024 and March 31st, 2025.

These costs assume funding to employ staff or consultants to support CCDC in the delivery of the project. In addition, it is expected that there will be other (non-staff) project specific, itemised costs as follows (including VAT):

- Management fees
- Printing and other admin costs
- Training
- Travel and Subsistence

These costs may be subject to review and revision, by mutual agreement.

CCDC cost breakdown:

- New (or existing) part-time employee @ £20 per hour/15 hours per week over a approx. five-month period (22 weeks) = £6,600
- Employers on-costs – approx. 15%: £990
- Training – DEA Energy Assessor & Retrofit course - £1,800
- Event costs x 2 (venue hire, food & refreshments, etc.) - £750
- Other direct costs (printing, IT equipment, etc.) - £ 150
- Travel expenses - £500
- **Total estimated budget - £10,790**

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