

## Strathmore Rugby Respondents CAT &amp; Common Good Support / Objections

Ref 1	My husband and I would like to note our support of the request from Strathmore RFC to purchase the west rugby pitch at Inchmacoble, Forfar Loch, Forfar.
2	We are writing to support Strathmore RFC's application for the asset transfer of the 2s pitch to the club. SRFC is an extremely active and well supported club that is doing a fantastic job encouraging rugby at all ages and levels of ability. Taking on the pitch would allow the club to develop it further for the benefit of both the club and the community.
3	<p>I am writing in support of the proposed asset transfer of the additional pitch (to the west) in favour of Strathmore Rugby Club.</p> <p>I believe Strathmore Rugby Club to be a responsible, community based organisation and the procurement of a further pitch will enable them to expand the number and variety of activities they can offer to a widening section of the community.</p>
4	<p>Just an email as a parent with children in the club to support the request for extra pitches. The club is growing increasingly in numbers with junior, senior and ladies teams.</p> <p>The club is a fantastic asset to the community, teaching values such as respect, honesty, working hard and kindness towards others. Giving youths and Juniors a great hobby and sport to enjoy. The club has lots to offer the community and it would be amazing if the council could help support the club.</p>
5	Hello please take this e-mail that I fully support Strathmore RFC community asset transfer and common good application.
6	I'd like to support the bid by Strathmore Rugby Club for the asset transfer if the West pitch
7	The community asset transfer would be great for the wider community as Strathmore rugby club has grown considerably during the past 10 years with everyone from micros, mini, midi, up to 2 senior teams with a newly formed girls and woman's XV team. A community trust for unified rugby for all along with the additional supported needs rugby and rugby league. It makes sense for the pitch to be handed over and put to best use for all the community.
8	Please take this email as support from myself for the Community Asset Transfer request submitted by Strathmore Rugby Football Club.
9	I wish to submit my support for the asset transfer for the second pitch to Strathmore RFC.
10	I would like to note my support of the request from Strathmore RFC to purchase the west rugby pitch at Inchmacoble, Forfar Loch, Forfar.
11	As members of Strathmore Rugby club, my wife and I would like to formally declare our support towards the clubs application to purchase the second pitch.
12	I am writing to express support for SRFC's application to purchase the pitch currently owned by the council.
13	<p>Please note i wish to register my support for the Asset transfer of the 2nd team (smaller pitch) to Strathmore RFC. I have seen at first hand the positive impact that club brings in terms of community, and providing access to sport and a healthy life to all. A prime example of this is the `Tartan Touch initiative which the club runs. Last year, this weekly event saw participation of between 50-80 people weekly with ages ranging from 6 to 60+.</p> <p>This level of participation requires appropriate playing surfaces. In addition. The club is also supporting the development of school rugby from Forfar Academy and in particular girls rugby. Over the last year the club supported the guides into Rugby and saw over 100 Girl Guides participate. All of which evidences the wider community support the club provides</p>

## Objections

<p>Ref 1</p>	<p><b>I am responding to the Community Asset Transfer request by Strathmore Rugby Football Club for the ownership of the pitch at West Pitch Inchmacoble Forfar Loch DD8 1RL at a cost of £2,000. I agree with a continued use of the ground as a community recreational facility but object to the ownership request in favour for a lease option.</b></p> <p><b><u>Preferred option lease under section 79 (2)(b)(i)</u></b>  <b>The Community Empowerment (Scotland) Act 2015. Transfer Request Form) Section 3.1</b></p> <p>A lease under section 79 (2)(b)(i) should be the preferred option given there is capacity up to the maximum of 175 years available to any recognised body applying under the Act.</p> <p>Charging a nominal rent up to a maximum of 175 years exceeds a normal business 99 year lease, therefore should allow sufficient scope for any funders to support the project and retain the future control of Common Good Land for future generations.</p> <p>Conditions that would apply.</p> <ol style="list-style-type: none"> <li>1. if the benefits not delivered;</li> <li>2. if use of the property changed;</li> <li>3. if community body wound up:</li> </ol> <p>The leased option would naturally expire at the date of termination or if any of the above conditions were breached. The lease should also include restoration of the land as an option to Angus Council being the statutory body to administer Common Good land.</p> <p><b><u>Second option ownership under 79(2)(a) Asset Transfer Request Form Section 3A Application form</u></b></p> <ol style="list-style-type: none"> <li>1. Firstly, unless Angus Council have considered a long term master plan for the whole of the Common Good Land, selling off small individual areas will result in fragmented tenures and maintenance responsibilities.</li> <li>2. Secondly, the price of £2,000 is a nominal valuation especially if any future buildings or change of use proposed through the planning process. Open space recreational land and common good land should be indefinitely protected for community use regardless of ownership.</li> <li>3. Additional protections could be placed on the ownership option as allowed by The <b>Title Conditions (Scotland) Act 2003</b>. Angus Council could take the opportunity to place a REAL BURDEN on the title due to any failures as described in the lease option and any considered being detrimental to the Common Good Land.</li> <li>4. There should be an additional Real Burden by way of further payment to the discounted land price if another non-recreational facility is subsequently requested and approved, with no time limit when this could occur and the land being valued at the time of change of use request.</li> </ol> <p><b>Summary</b>  Ownership to an external body and loss of the Common Good land at £2,000 is insufficient when a lease could offer the same benefits and service provision with a nominal rent up to a maximum of 175 years with built in protections to retain Common Good land for future generations of Forfar.</p> <p>7<sup>th</sup> May 2019</p>
<p>2</p>	<p><b>LETTER FOR FORFAR COMMUNITY COUNCIL</b></p> <p><b>Asset transfer of common good land to Strathmore rugby club.</b></p> <p>We are writing as a Community council to support the transfer of the land known as the West rugby pitch to Strathmore rugby club under part 5 of the community empowerment act (Scotland)2015. We fully support all the work that they are doing within the community.</p> <p>However, under the community asset transfer relating to change of use of common good land we object to the sale of the land and instead propose a lease option for the land under <b><u>section 79 (2)(b)(i) The Community Empowerment (Scotland) Act 2015. (Asset Transfer Request Form) Section 3.1</u></b></p>

	<p>This would give a maximum time of 175 years under the legislation and would allow full use of the land. The following conditions would also apply</p> <ol style="list-style-type: none"> <li>1. if the benefits not delivered;</li> <li>2. if use of the property changed;</li> <li>3. if community body wound up:</li> </ol> <p>The leased option would naturally expire at the date of termination or if any of the above conditions were breached. The lease should also include restoration of the land as an option to Angus Council being the statutory body to administer Common Good land. The sale to an external body and loss of the Common Good land at £2000 is detrimental to the common good fund, when a lease could offer the same benefits and service provision with a nominal rent up to a maximum of 175 years with built in protections to retain Common Good land for future generations of Forfar.</p> <p>Note should also be made of <b>Title Conditions (Scotland) Act 2003</b> as the council can put in place additional protection for the common good land.</p>
--	--

Ref	Response from Strathmore Rugby to objections
1 &2	<p>I have now reviewed the objections and consulted with the relevant members of the club's management committee.</p> <p>Ownership of the land is still our preferred option as it gives us greater security and much more ease to develop the land in the future. One development option, as noted in our application, would be to replace the grass with artificial turf. This would improve the community benefit both by increasing usage from our current members and partner organisations as well as opening the pitch up to further usage to other community groups. Ownership would reduce barriers to achieving this, or other development opportunities in the future, allowing us to ensure we can continue to provide a benefit to the community.</p> <p>We would be happy to include a clause within the contract of sale whereby Angus Council would be able to buy back the land if it was deemed the club was no longer delivering community benefits, if we wound up or if the use changed to an extent it was deemed to be no longer delivering community benefits.</p>