

MINUTES – PORTMOAK COMMUNITY WOODLAND GROUP – 19.06.12

The Well Inn, Scotlandwell

Present: Dave and Louise Batchelor, Lesley Botten, Alison Bradley, Mike McGinnes, Jeff Gunnell (Chair); and Jim Shepherd

- 1) Welcome: The Chairman welcomed all present.
- 2) Apologies: Dave Carruthers, Stewart Garvie, James Gilmour(WT) and Karen McDonnell
- 3) Minutes: The Minutes of Meeting of 15th May 2012 were read.
- 4) Matters arising: (a) It was noted that the Lomond Partnership has not been in contact.
(b) GPS has not been done, but it is to be carried out in the Orchard not the Moss.
(c) The Moss is not regenerating fast enough.
(d) The expert on raised bogs has not yet come.
- 5) Woodland Trust: Jeff had the letter to WT approved by Karen before sending. In response James sent an email containing a report from the Woodland Trust: *Kilmagad: a good result obtained with this years' weed killing and the trees will get a good years growth as a result. More bracken weeding required around some of the tubes and some maintenance of tubes planned for later this month. The paths through the extension have had their first cut following a real burst of growth.*

Portmoak – The first visit of SWT produced a good result and coupled with an event held by the Trust and staff from PPL meant a good hit this spring. Weather has delayed weed wiping but SWT have programmed another couple of visits for August with teams of volunteers.

Wellside path has been strimmed and the route back towards the village has been cleared.

James made a site visit with Jill Aitken and Tim Hall to look at the Moss to try to get a better twist on the Trust's continuing plans! Briefly the Trust will be looking to prioritise the level of control by keeping a priority area of the Moss clear of tree regeneration. Here is a description of the proposed action - *'We are currently attempting to keep 14-15 ha free of tree regen and growth. I have strong concerns that with current financial and staff resources, our experience of the challenges of effectively managing contractors with this kind of work, that this is not sustainable. However, we did agree that we may be able to find more effective ways of utilising volunteers particularly from corporate partners, and these could be used (with contractor assistance-weed wipes etc) to maintain a smaller area*

We therefore wish to identify an area of 4-5ha which is the highest priority ('priority 1') to maintain tree free. Within the next plan period we would commit to keeping this area free with a combination of contractors and volunteers. We would also wish to identify an 'aspirational area' (priority 2) of a similar area which we would not absolutely commit to keeping clear but would attempt to do so if volunteer numbers were high enough. I'm kind of envisaging a kind of fried egg with the yolk on the dome! Clearly though priority areas would need to be identified on the value of existing communities..I don't think we would [envisage] more than two distinct priority 1 areas though.

It would be a huge help if SWT could assist us in identifying these priority areas and I guess now would be a good time to do it?'

The areas involved will be chosen following a survey and the total area will be based on quality of bog vegetation and it was proposed that PCWG should assist in maintaining the Priority 2 areas.

The general response of the meeting was that in terms of bog maintenance the part of the proposal in italics made no scientific sense.

Louise will phone Jill Aitken (08452 935702) (jillaitken@woodlandtrust.org.uk) to find out who Tim is.

Jeff wondered what the funding situation is for the “yolks”. It will be necessary to organise a meeting involving several and diverse experienced people to advance this and to refer to the proposed meeting in our email response to this item from James. Dave Batchelor will contact Carol and will make the point the financial responsibility will be less in future. Jeff will tune up the letter and get Karen to send it. He will try to do it this week.

Shep said there were 3 major leaks from the Moss at the moment, one of which has ruined a chunk of path another is at the back steps and the third near to Louise and Dave’s house.

Jeff is not convinced that this is the right plan; a broader perspective on it is required; it is necessary to know what we would be taking on. He felt a meeting was required to find out the financial constraints of the WT. If it should transpire that the RSPB become neighbours, then they should be involved in the meeting. The letter should be sent to them also. Jimmy Connolly thinks wooden dams are preferable: one of the current plastic ones is bellying under the strain, two dams require wood. It was suggested that if there is sufficient wood available Jill be informed and then the work should be undertaken; Jim did not feel that it was necessary to contact her, however it was agreed Mike would do so.

- 6) Lease: AMB then went through her observations on the lease¹. She indicated it was wholly inappropriate. It is necessary to ascertain WT’s intentions and have a tailor made document. She said could not undertake the preparation of this as her knowledge of the law is out of date and it would require to be drafted by WT.
- 7) Review of Management Plan It was agreed that it is necessary to assemble a meeting of experts, to work out costings and have a plan that is backed by them. He was concerned that the experts would come up with a variety of suggestions so the meeting would have to be structured to get the appropriate aspects discussed. It was proposed that site visits be arranged for individual experts when it suits them, though it may initially be necessary to meet them where they wish, e.g. Edinburgh or at SWT’s headquarters, and then ideally a meeting will be held here as a “Boginar”. The preliminary conference should encompass SWT (including Jonny Hughes), WT, Flanders Moss and various academics. Louise will email Jonny Hughes. Mike has emailed bog man and hopes SWT will produce other necessary experts. Dave Batchelor will contact senior person at WT (Carol or Andrew Fairbairn?) to find out who is their bog expert, if any. The subject of the meeting will be the regeneration of the Moss, indicating we want to know the best way to do this. It was noted that the NTS man in the Highlands has suggested Hebridean sheep. This worked at Flanders Moss, but it was doubted whether it would be a practical solution at Portmoak Moss. Lesley and Mike will fine tune then a circulate draft email and Mike will chase Denise Reed. It is hoped that the Flanders Moss chap will be able to suggest additional experts. Alexander Bennett at NTS will be contacted. SNH organised the representatives of International Wetlands for the original meeting. Mike would be happy if all are talking to one another by November, but it might be over optimistic to expect a full scale meeting by then.
- 8) Pruning Course: Andrew Lear (Apple Man) will be asked to give a course exclusively on pruning explaining what should we do next as nothing has been done since planting.
- 9) Viewpoint Indicator: Jim said the frame is being made. Fitting of a backboard was suggested, though this had not previously been considered.
- 10) Domain Name: Karen’s account is dealing with this. Jeff will do more on the website when time allows.
- 11) AOCB: All our Stories: Lesley said £3k > £10k – survey of local wild life. Deadline for application 31st July. This is connected to BBC recording of local heritage. Lesley suggests this would give us a chance to get manual surveys plus education plus training required. Mike feels there is insufficient time to get all the estimates – no response yet from those he has asked. He will contact Sue at SNH for list and will get as many quotes as possible to make application.. The grant will probably be a maximum of 90% of cost. Should it take the form of a Guide to things found on the Moss as an e-document, “App”? A book could be made into an e-version. It will need six appropriate people who will quote to do survey which should incorporate mammals, birds, fungi,

amphibians and 2 others. The survey has to be completed within six months of getting money but this might be negotiable: it will be necessary to ascertain the hoops to be jumped through. Should it be done in partnership with WT? Register application as PCWG. Lesley and Mike will make this. Louise has the head of Portmoak Primary School's email.

Next Meeting: The next meeting will be on 17th July. Alison sent her apologies as she is unlikely to be present.

¹NOTES ON LEASE | MUST PREFACE THESE NOTES WITH A REMINDER THAT I AM NO LONGER A PRACTISING LAWYER AND CEASED TO BE A MEMBER OF THE LAW SOCIETY WHEN I RETIRED FROM PRACTICE. INDEPENDENT UP TO DATE ADVICE SHOULD BE OBTAINED BEFORE ANY ACTION IS TAKEN.

The lease is designed to ensure the proper maintenance of a woodland or wooded area. Consequently conventional clauses contained in the document may be interpreted in a way which would be prejudicial to the purposes of PCWG's reinstatement of much of the land as a raised bog.

Specific clauses requiring examination:

The duration is 75 years which might or might not be acceptable to PCWG.

Clause 2.4 delete and replace with tailored clause.

Clauses 2.5, 2.6 and 2.7 are inappropriate to the Moss.

Clause 2.9 appears to be left over from another lease for which this has been used as a style.

If Clause 2.5 is deleted, then Clause 2.10 requires amendment,

Clause 2.11 would require amendment to permit removal of trees, rampant broad-leaved ferns etc.

Clause 2.12 must be deleted as water management is basic to the restoration of the Moss.

Clause 2.17 would probably require amendment.

Definition of 2.21.3 would need to be more clearly defined.

Clauses 2.23 and 2.24 would require tailoring to make them appropriate to the Moss.

Clause 2.25 requires careful definition as the objects of PCWG do not wholly accord with those of WT.

Clause 2.33 should be deleted. It appears irrelevant but could be problematic.

Delete Clause 2.34 If we were tenant and should wish, say SNH to participate in the management or allow them occupation of a part of the site, this would preclude that.

Clause 2.35.1 – cover with insurance – ascertain cost

Clause 2.35.2 – a catch-all clause that should be re-negotiated in a more precise form

Clauses 2.36 and 2.39 appear conventional but might be highly problematic in the case of the Moss.

Clause 2.38 – Delete

Clause 4.1 - This would be totally unacceptable to an informally constructed body such as PCWG.

4.4 – Delete – it is irrelevant to these subjects of lease (the Moss)

4.9 Delete – impossibly restrictive in this context

5.1 Delete – irrelevant but possibly dangerous. A tailored clause would be required.