



## MEMORANDUM OF UNDERSTANDING

Between

NEW ZEALAND FOREST OWNERS ASSOCIATION

and

NEW ZEALAND FARM FORESTRY ASSOCIATION

and

FEDERATED FARMERS OF NEW ZEALAND

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### 1. Purpose

- 1.1 The purpose of this Memorandum of Understanding between the New Zealand Forest Owners Association (FOA), the New Zealand Farm Forestry Association ("NZFFA") and Federated Farmers of New Zealand (Federated Farmers) is to develop general guidance to assist in managing relationships between forest owners/managers (Forest Managers) and their farming neighbours (Farmers), to promote co-operation and constructive neighbourly relations.
- 1.2 While this Memorandum of Understanding formalizes the relationship between the parties, the FOA, NZFFA and Federated Farmers acknowledge that it is not legally binding and has no legal effect.
- 1.3 It is agreed as a guiding principle that timely communication is the key to good neighbourly relations, thus enabling the parties to plan well ahead for good outcomes when dealing with operations that may impact on any party's land or business.

### 2. General communications

- 2.1. Forest Managers will on request provide Federated Farmers regional representatives with a copy of an appropriately scaled map showing forest locations for the main companies, along with the office contact details. This will be made available to be circulated to Federated Farmers members and Regional Councils.
- 2.2. Forest Managers will make contact with Farmers prior to any significant operations in the block to discuss potential impacts and agree processes for dealing with them. This includes any engineering, harvesting, thinning/pruning or aerial spraying operations adjacent to forest boundaries that have the potential to impact on the neighbouring property.
- 2.3. Farmers will make contact with the neighbouring Forest Manager prior to any farming operations that could cause impacts to the forestry block, including earthworks and aerial spraying along the forest boundary.
- 2.4. Forest Managers will endeavour to make contact with Farmers from time to time during the growing phase of the forest to maintain communications. This would ideally be on an annual basis via email, phone call or visit. To facilitate this, and using the maps developed by Forest Managers, it would be prudent for Farmers to provide contact details to Forest Managers upon purchase of a farm with forest boundary. Where possible, Federated Farmers will assist with contact details using their members' data base.

- 2.5. Where either neighbour adopts organic or similar land management practices that preclude the use of commonly used herbicides on their land and notifies the adjoining neighbour of this, both neighbours acknowledge the difficulty of controlling pest plants on the non-planted boundary of a plantation, and will work together to find the best practicable means of minimizing growth of such plants. That may mean reliance on spot spraying or planting closer to the boundary to suppress weeds. It is recommended any agreements between neighbours are recorded in writing.
- 2.6. Where considered beneficial, Federated Farmers, NZFFA and FOA will approach Territorial Local Authorities to request they store owner/managers contact details, and authorise that such details be made available on request, to facilitate availability of contact details.

### **3. Boundary Fence Issues**

- 3.1 The Forest Managers and Federated Farmers recognize that fences are a jointly owned asset and agree that secure boundary fencing to contain stock is critical to the operations of both parties. Damage to boundary fences has the potential to cause major disruption to farming operations, loss of stock and damage to tree crops.
- 3.2 It is agreed that fences need to be adequate for their purpose of containing stock. Fences requiring a higher specification will be by way of agreement between the parties.
- 3.3 It is agreed that it is desirable for Forest Managers to monitor and manage the tree crop to reduce fence damage through management of edge trees where required to prevent encroachment onto the fence (suitable planting setbacks and/or trimming of branches on edge trees encroaching onto fences).
- 3.4 Federated Farmers accept that in many situations Forest Managers are unable to easily monitor the condition of boundary fences and are reliant on neighbours to notify them of damage (provision of GPS coordinates of damage are helpful).
- 3.5 In the event that a Farmer finds damage to a boundary fence caused by trees or forestry operations they will attempt to contact the Forest Manager in the first instance. Upon notification Forest Managers will endeavour to make contact with the Farmer within 24 hours, and reach agreement on the process and timing for repairs.
- 3.6 Likewise if damage to the boundary fences is caused by a Farmer's operations or stock, Farmers will remove any stray stock and repair the fence as soon as practical to avoid damage to trees.
- 3.7 In event of damage to boundary fences, fence repairs will be carried out in accordance with the Fencing Act. In summary:
  - If the damage is caused by forestry operations or the forester's trees (branches or toppling) the Forest Manager will arrange and pay for repairs
  - If the damage is caused by farming operations or stock, the Farmer will arrange and pay for repairs
  - If repairs are required as routine maintenance due to depreciation of the fence, the Forest Manager and Farmer will agree on a process for maintenance to be carried out and paid for on a 50:50 cost share.
- 3.8 Alternative arrangements (such as Farmers fixing their own fences and charging the Forest Manager) are supported but are subject to agreement between the Forest Manager and Farmer prior to any work being undertaken.

- 3.9 Forest Managers will endeavour to consult with the Farmer well prior to any harvesting operation that could cause fence damage, and agree processes to minimise disruption to the farming operation and for repairing any damage should it occur. Initial contact would ideally take place at the time of harvest planning with follow up contact at least one month prior to harvest.
- 3.10 In the event that trees cannot be harvested and it is necessary to leave either individual trees or a stand of trees alongside a farm boundary, within toppling distance of the boundary fence (<40m) the Forest Manager will consult with the Farmer and reach agreement on how the trees will be left (e.g.: left standing, felled to waste, poisoned).

#### **4. Plant and Animal Pests**

- 4.1 Forest Managers and Farmers will endeavour to monitor boundaries and control plant pests on their land in accordance with the local Regional Council Regional Pest Management Strategy (RPMS) and any National Pest Management Strategies.
- 4.2 If either party finds weeds along forest boundaries that contravene the RPMS they will attempt to contact their neighbour in the first instance. Once notified the party on whose land the weeds are located will arrange for plant pest control operations to be carried out in a timely manner (next suitable spraying season).
- 4.3 In some situations topography and the tree crop mean that ground access to forest boundary weeds is dependent on access through the Farmer's property. This will be subject to agreement between the Forest Manager and the Farmer.
- 4.4 Where wild pigs are causing damage, Farmers are encouraged to contact the Forest Manager or vice versa to discuss a mutually acceptable process (e.g. access for hunting or mutual vigilance to watch for any third party releasing pigs into forests).
- 4.5 Where access for recreation is managed by the Forest Manager, they may at their discretion allow recreational hunting on their land by Farmers if they so desire. Access for hunting/recreation in these instances can generally be arranged via access permits (refer contact details on forest location maps). Access and hunting on leasehold and joint venture forestry properties may be constrained by provisions in lease and joint venture agreements.
- 4.6 It is acknowledged that hunting by external parties can cause concerns for neighbours, in particular relating to uncontrolled pig dogs straying onto neighbouring land. On land where hunting is controlled by the Forest Manager, the Forest Manager will endeavour to manage hunting access through a permit system, incorporating a system for receiving and managing any complaints or issues regarding hunting. As noted, this is not always possible on lease or joint venture land where hunting rights may be controlled by the landowners.

#### **5. Planting and replanting setbacks**

- 5.1 When undertaking afforestation the rules in the applicable District Plan will apply.
- 5.2 The rules may allow for an exception to the setback rules on written approval of an affected landowner. In such situations the recommended process to capture such an agreement is to document the detail of the agreement and submit this to the Council to lodge on the property file or Land Information Management report.
- 5.3 Replanting of existing crops is covered by existing use rights where closer than the current rules. However for the purposes of replanting by FOA members, for planting in situations where no District Plan rules exist and in future District Plan processes, FOA and Federated Farmers agree that plantation trees should be planted 10m from a neighbouring farm boundary unless:

- Both neighbours are growing production trees in woodlots or plantations on adjoining land in which case trees can be planted closer on agreement.
  - Where the Council requires that trees be planted closer to boundaries for the purposes of control of gully erosion or soil conservation.
  - The Forest Manager makes a commitment to prune the outside row of trees to an agreed height and timing, in which case the trees may be planted closer on agreement.
  - Where the neighbour on the adjoining land provides written approval for a lesser setback.
- 5.4 It is agreed that whenever a replanting setback will trigger a deforestation liability under the NZ Emissions Trading Scheme or subsequent climate change legislation, then both neighbours agree to trees being replanted to a setback that will avoid liabilities, but no closer than the previous stumpline.

## **6. Agrichemical application**

- 6.1 It is agreed that the ability to undertake aerial application of agrichemicals is beneficial to both farming and forestry operations. It is agreed that all parties undertaking agrichemical application along boundaries will take all reasonable and practical precautions to avoid overspray to the neighbouring property that could cause damage to either party's property or operations, and that Regional Plan rules will be complied with at all times.
- 6.2 In the event that overspray does occur, it is recommended that in the first instance the situation is best resolved between the parties. Where it is clear that damage has occurred as a result of the neighbour's spray operations, the party that caused the damage will take all reasonable steps to remedy the damage on the neighbour's property, e.g. paying for regrassing or replanting of trees killed by herbicide application.

## **7. Duration of Agreement**

- 7.1 The provisions of this Memorandum of Understanding may only be altered with the written agreement of the parties.
- 7.2 This Memorandum of Understanding will remain in force until terminated by either party giving one month's notice in writing to the other party.

Dated this 19 day of November 2013



Signed on behalf of the  
New Zealand Forest Owners Association  
Paul Nichols, President



Signed on behalf of  
Federated Farmers of New Zealand  
Bruce Wills, National President



Signed on behalf of the  
New Zealand Farm Forestry Association  
Ian Jackson, President