

# MEMORANDUM OF UNDERSTANDING

between

**TRANSPOWER NEW ZEALAND**

and

**THE FORESTRY SECTOR**

**(NEW ZEALAND FOREST OWNERS ASSOCIATION, NEW ZEALAND FARM FORESTRY ASSOCIATION, AND FOREST INDUSTRY CONTRACTORS ASSOCIATION)**

**May 2018**



**TRANSPOWER**

*Keeping the energy flowing*



**FOREST OWNERS ASSOCIATION**



**NEW ZEALAND FARM FORESTRY ASSOCIATION**



**FOREST INDUSTRY CONTRACTORS ASSOCIATION**

## 1. PARTIES

1.1. The parties to this agreement are:

- a. **Transpower**, the State Owned Enterprise that operates, maintains, upgrades and develops the National Grid effectively and efficiently in order to deliver a reliable, safe and secure supply of electricity to New Zealand;
- b. **The New Zealand Forest Owners' Association (FOA)**, which is the member association that represents the commercial plantation forestry sector and forest growers, who pay a levy on logs harvested;
- c. **The New Zealand Farm Forestry Association (NZFFA)**, which is the member association that represents smaller forest growers; and
- d. **The Forest Industry Contractors Association (FICA)**, which is the member association that represents the forestry contracting industry.

1.2. FOA, NZFFA, and FICA are referred to collectively in this MoU as **the Forestry Sector**.

1.3. The term **'forest owners'** in this MoU refers to the forest owners and/or forest managers who are members of the Forestry Sector.

1.4. The term **'forest contractors'** in this MoU refers to forestry contractors who are members of the Forestry Sector.

1.5. The term **'transmission lines'** or **'lines'** includes the conductors (wires) and support structures (towers and poles) for the conductors.

## 2. PURPOSE

2.1. The purpose of this MoU is to:

- a. foster and strengthen a proactive and sustainable working relationship between Transpower and the Forestry Sector;
- b. promote safety where forestry is near Transpower's lines to ensure compliance with health and safety requirements;
- c. minimise the risks posed by trees to Transpower's lines and by Transpower's lines to trees; and
- d. improve cooperation and coordination of works to ensure both Transpower and the Forestry Sector can operate effectively together.

### **3. KEY CONSIDERATIONS**

- 3.1. Transpower's lines are often on private land, including forest owners' land.
  - 3.2. Transpower needs to operate, maintain and upgrade its lines safely, effectively, efficiently, and in accordance with all statutory and regulatory requirements.
  - 3.3. Forest owners need to maximise the economic potential of their land.
  - 3.4. Transpower, forest owners, and forest contractors need to ensure the health and safety of their workers and their workplaces. Transpower also needs to protect the health and safety of members of the public in relation to the transmission of electricity.
  - 3.5. The Electricity (Hazards from Trees) Regulations 2003 permit Transpower to manage trees that are very close to transmission lines, but they do not address the risk of falling trees or new trees planted under or adjacent to transmission lines.
- 3.1. Forest owners, forest contractors and Transpower must work together to agree a felling plan prior to felling trees within two tree lengths of transmission lines, as required by section 2.14 of the Approved Code of Practice for Safety and Health in Forest Operations (Ministry of Business, Innovation & Employment, December 2012).
  - 3.2. Felling trees without replanting may trigger an Emissions Trading Scheme liability under the Climate Change Response Act 2002, and may reduce the value of the land on which they were planted.

### **4. ROLE OF THE FORESTRY SECTOR**

- 4.1. The Forestry Sector represents forest owners and forest contractors. The parties intend that the Forestry Sector will advocate for the intentions agreed by the parties to this MoU.

### **5. COMMUNICATION FRAMEWORK**

- 5.1. The parties' cooperation and work pursuant to this MoU will be co-ordinated through the following personnel:
  - a. The Forestry Sector: David Rhodes, Chief Executive, FOA; Neil Cullen, National President, NZFFA; Prue Younger, Chief Executive Officer, FICA.
  - b. Transpower: Peter Scott, Landowner Relations Manager.
- 5.2. Each party will notify the other if there is any change to the representative nominated above.
- 5.3. The parties will meet once a year to discuss ways to achieve the purposes described in clause 2 above. The parties may agree to hold further meetings as appropriate to

work through particular issues.

- 5.4. The parties will involve other organisations as appropriate such as First Union, The Forestry Industry Safety Council, WorkSafe NZ, the Electrical Engineers Association, the Electricity Networks Association, and Fire Emergency New Zealand.
- 5.5. Any public announcement on the existence of this MoU or the parties' co-operation and work under this MoU shall be as agreed between the parties.

## 6. FOCUS AREAS

- 6.1. The parties intend to focus on the following:
  - a. achieving safe and cost-effective physical separation between forestry and transmission lines;
  - b. safe harvesting and other works near transmission lines, including ensuring compliance with the New Zealand Electrical Code of Practice for Electrical Safe Distances (NZECP 34 (2001)), the Approved Code of Practice for Safety and Health in Forest Operations 2012 and the Electrical Safety for Forestry & Woodlot Logging Operations Guide 2013;
  - c. information sharing (for example, geospatial data for safe setbacks and the timing of planned transmission outages);
  - d. safe access to transmission lines; and
  - e. the development of materials to assist forest owners, forest contractors, and Transpower staff and contractors.

## 7. TRANSPOWER ASSISTANCE

- 7.1. To support forest owners and forest contractors, Transpower can produce maps generated from aerial laser surveys to show where trees can grow safely adjacent to transmission lines. These maps:
  - a. reflect mature tree heights;
  - b. consider the blowout of transmission lines in strong winds (200Pa); and
  - c. account for variations in topography.
- 7.2. Transpower also intends to work with forest owners and forest contractors to improve the coordination of transmission outages and forestry operations so that electrical hazards can be eliminated where practicable.

**8. TERM AND TERMINATION**

8.1. This MoU shall come into force on the date it is signed by the parties and shall continue until it is terminated by either party giving one month's written notice of termination to the other.

**9. COSTS**

9.1. Each party will bear its own costs in relation to this MoU.

**10. STATUS**

10.1. This MoU does not create legally binding obligations on any party.

## EXECUTION

Signed by Transpower New Zealand Limited



**Mark Ryall, Acting General Manager Grid Service Delivery Transpower New Zealand Limited**  
Director/Authorised Person

Date: 28/5/2018

---

Signed by New Zealand Forest Owners Association



**David Rhodes, Chief Executive New Zealand Forest Owners Association**  
Director/Authorised Person

Date: 15/5/2018

---

Signed by New Zealand Farm Forestry Association



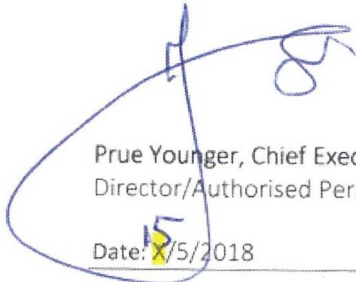
**Neil Cullen, National President New Zealand Farm Forestry Association**  
Director/Authorised Person

Date: 15/5/2018

---

Waikoukou  
22 Boulcott Street  
PO Box 1021  
Wellington 6140  
New Zealand  
P 64 4 495 7000  
F 64 4 495 6968  
[www.transpower.co.nz](http://www.transpower.co.nz)

Signed by New Zealand Forest Industry Contractors Association



Prue Younger, Chief Executive Officer Forest Industry Contractors Association  
Director/Authorised Person  
Date: 15/5/2018