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SUBMISSION

WANGANUI DISTRICT COUNCIL PROPOSED PLAN CHANGE 36



To: WANGANUI DISTRICT COUNCIL

From: FEDERATED FARMERS OF NEW ZEALAND

Submission on: Proposed Plan Change 36 - Rural

Date: 3 June 2014

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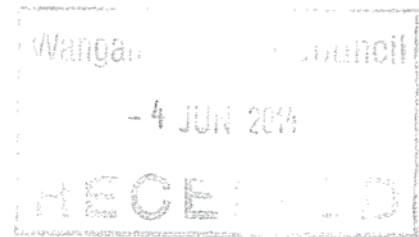
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1. SUMMARY

1.1 Federated Farmers strongly supports the intention outlined in Proposed Plan Change 36 to safeguard the versatility of highly productive soils, as well as to ensure that rural land use is not compromised by the establishment of non-rural activities.

1.2 We recommend the proposed changes to zoning and subdivision rules be adopted, subject to the change outlined in 3.3 to allow titles on the border between Rural Zones A and C to be subdivided as for the less restrictive Rural Zone C.

1.3 Some wording changes are suggested to Sections 3.3.4, 3.3.10 and 3.4.2, primarily concerning the effects of subdivision rules on reverse sensitivity issues.

1.4 We recommend the re-insertion of the 6 metre branch restriction to Section 3.5.8, and the addition of a similar clause to cover trees planted within 20m of dwellings.

1.5 We recommend that Primary Production activities be exempted from the Hazardous Facility Screening Procedure which they would otherwise be subject to, in Section 3.5.4 of the Proposed Plan Change.

1.6 Federated Farmers wishes to be heard in support of this submission.

2. INTRODUCTION

2.1 Wanganui Federated Farmers appreciates this opportunity to submit on Proposed Plan Change 36. Federated Farmers provided feedback at Council's request in early consultation over the proposed changes. We were generally happy with the direction of the proposal and assisted with raising awareness of the issues with landowners and gaining their feedback.

2.2 The following comments are representative of member views within the Wanganui district following several local meetings. They reflect the fact that resource management and District Council policies and plans impact on our members' daily lives as farmers, members of the local community, landowners and ratepayers. It is important that it is not viewed as a single submission, but rather as a collective one that represents the opinions and views of our members.

3. ZONING & SUBDIVISION RULES

3.1 Federated Farmers supports the objectives outlined in Proposed Plan Change 36 to safeguard the versatility of highly productive soils, as well as to ensure that rural land use is not compromised by the establishment of non-rural activities (Sections 3.2.1 and 3.2.2). Federated Farmers generally advocates for the protection of highly productive soils from urban development, because intensification of residential development often results in a permanent loss of these areas to farming.

3.2 Reverse sensitivity issues brought about by increasing residential development in rural zones are of major concern to us. Federated Farmers strongly supports the Council's intention outlined in this Plan Change (Section 3) to protect existing farming

activities from adverse effects created by increasing residential occupation. We suggest that this should be a priority in all rural zones.

3.3 There remain some practical issues of how proposed changes to zoning and subdivision rules should be implemented at zone margins. As the proposed changes stand, if a Rural A land title consists mostly of poorer soils (Classes III-VII) and only a small area is highly productive (Classes I & II), they will still fall under the new proposed restrictions on subdivision. We recommend that in such cases, on the margins between Zones A and C, landowners should be able to subdivide as for the less restrictive Rural C zone, to minimum of 1ha.

3.4 On land zoned Rural B, current farmers will be subject to pressure from more closely subdivided areas (0.25 - 0.5ha). While Plan Change 36 does not include a review of provisions relating to the Rural B zone, we think the issue worth noting here. In the future, we suggest that a note on LIMS and PIMS of properties in this zone could state that complaints of smell, noise, light spill etc from existing rural activities will not be actioned by Council. In this way, some protection is given to farming activities from emerging reverse sensitivity issues and it is pointed out to new residents (who may be unfamiliar with rural living) that such things are a normal and accepted part of rural life.

The following changes are suggested to Section 3.3.4 –

'3.3.4 Minimise the demand for lifestyle living on productive land by providing encouraging lifestyle development in areas in the Rural B zone, which do not compromise Class 1 and 2 soils. Existing rural activities will not be impeded by lifestyle or residential development, which may require buffer areas between dwellings and incompatible existing uses. The Council will use Land Information Memoranda and Project Information Memoranda to ensure that new developments are aware of the existing primary production uses and that nuisances such as (but not limited to) noise, smell, dust, traffic, light spill can occur. Complaints about these effects will not be actioned where the existing activity is using its best practicable option.'

3.5 While it is sensible to direct lifestyle development into the Rural B zones, there are still ongoing primary production activities occurring as pre-existing uses and those uses should not be compromised or impeded as more residential development is encouraged into these areas.

A consequential amendment to the Rural Zone B Policy 3.3.10 would be required as below –

'3.3.10 Subdivision and rural development in the Rural B zone shall maintain or enhance the rural lifestyle character, but will allow primary production activities to continue.'

3.6 In Section 3.4.2 the following changes are suggested –

'Council restricts its discretion to the following matters:

- The ability of the development to be serviced by on-site means with regard to effluent and stormwater disposal.*
- Impact of the character of the surrounding area, ability of the site to achieve quality ~~urban~~ design outcomes.'*

Is the term 'quality urban design outcomes' appropriate for lifestyle development in a rural zone? We suggest that 'quality rural or rural lifestyle design outcomes' is more appropriate. The minimum surveyed plot is likely to be 3 to 5 times larger than an equivalent urban section. Roof collection of rainwater and the necessity for outbuildings, along with fewer space restrictions on vehicle manoeuvring or access corridors are specific design parameters not found in urban situations.

4. TREES

4.1 Sections 3.1.2, 3.5.8 and 3.9.8 outline proposed changes to provisions concerning trees on boundaries and the reasoning behind them.

The adverse effects of trees and structures on surrounding land can include pasture and crop suppression, stock poisoning, weed ingress, damage to fences from trees and branches, stock camps, shading or blockage of roof rainwater collection systems or loss of outlook and open space to dwellings. To prevent future animal welfare and pest control issues, boundary plantings should be non-toxic to livestock and have a low propensity for spread, by vegetative or reproductive means.

4.2 The following changes are suggested to Section 3.1.2 –

'3.1.2 Trees and structures adjacent to boundaries can cause shading and/or soil fertility or moisture loss which may compromise activities on neighbouring properties.'

4.3 The following changes are suggested in Section 3.5.8 –

'3.5.8 Trees

a. No tree for forestry, shelter belt or soil conservation purposes shall be planted within 10 metres of any boundary; nor have any branch that projects from the tree trunk between ground level and a height of 6 metres overhanging the adjoining boundary, unless written consent of the adjacent neighbour and any adjacent network utility (if there are existing lines near the boundary) has been obtained and registered with Council.

b. No ornamental tree shall be planted within 4 metres of any boundary nor have any branch that projects from the tree trunk between ground level and a height of 6 metres overhanging the adjoining boundary, unless written consent of the adjacent neighbour and any adjacent network utility (if there are existing lines near the boundary) has been obtained and registered with Council.

c. No tree shall be planted within 20 metres of any dwelling, unless written consent of the adjacent neighbour and any adjacent network utility (if there are existing lines near the boundary) has been obtained and registered with Council.'

The last review of this District Plan added the 6 metre branch restriction to this clause by Consent Order of the Environment Court after Appeal. There has been no good reason to change this provision in the past 10 years, as it enables control of adverse effects while allowing neighbours to agree separately on tree management, providing such agreement is registered with Council. New clause (c) gives some protection to dwelling occupiers where a neighbour wishes to plant new trees against a mutual boundary.

There would need to be consequential amendments for Rural B and C Zones.

4.4 The recently-signed Memorandum of Understanding between the New Zealand Forestry Owners Association, Farm Forestry Association and Federated Farmers contains guidelines for good neighbour practices relating to trees on boundaries. These may be a useful resource here. A copy is attached for your information.

5. NOISE, HAZARDOUS SUBSTANCES AND ADVERTISING SIGNAGE

5.1 Section 3.5.1 details noise performance standards. Federated Farmers notes that noise will be dealt with in a future plan change and will address it at that time, but wishes to ensure that its concerns are deemed relevant and part of the plan change process for Rural Zones A, B and C.

5.2 The following changes to Section 3.5.4 are suggested –

'3.5.4 Hazardous substances

Any new or expanded hazardous facility, except for Primary Production activities, is subject to the provisions of Appendix F Hazardous Facility Screening Procedure.'

A number of common or day-to-day primary production activities could be interpreted as hazardous substances. These include use, storage and transport of pesticides, agrichemicals, fertilisers, fuels and lubricants and occasionally explosives. These are essential for the running of most farming enterprises, but are normally held or used in farm-scale quantities, in appropriate storage facilities, used by approved handlers or applicators, away from dwellings or sensitive areas, and the size of farms allows their use and storage to be buffered from potentially sensitive or publically accessible areas. In addition, there are Codes of Practice for Agrichemicals and Fuel Storage on Farms that control use, sitting, storage and handling of these products. There have been very few occasions of incidents involving these products on farms and most occur as results of traffic accidents on public roads, outside the control of farmers.

There is therefore good evidence to suggest that the Hazardous Facility Screening Procedure is inappropriate for farms and primary production facilities in any Rural Zone. There would need to be consequential amendments for Rural B and C Zones.

5.3 In Section 3.5.6 (c) the following change is suggested –

'A sign not exceeding 23m² erected in connection with tourist publicity or special public information denoting places or points of special interest.'

Use of a common size limit of 3m² would avoid confusion and allow use of standard sheets measuring 2.4m by 1.2m, without contributing to visual pollution or driver distraction. The same applies to Section 3.9.6.

5.4 There are no provisions for renewable energy structures included in this plan change. Clauses could be added to allow small wind turbines and other renewable energy options as permitted activities in rural zones. The recent discussion document issued by Stratford District Council provides examples.

6. TYPOGRAPHICAL / SYNTAX ERRORS

6.1 References to Class 1 and 2 land throughout the document should be more correctly referred to as LUC Class I and II (in Roman Numerals) by convention. Soils are not Class I or II, they comprise 1 factor of 6 that are combined to produce a LUC Class. LUC Class II soils for example will have features such as impeded drainage that prevents their use for dairying or intensive vegetable production and will not be found in a LUC Class I classification.

6.2 Section 3.4.1 Rural A Zone Permitted Activities (h) should read " ... on or **before** 1st May 2014."

6.3 Federated Farmers acknowledges that dairy sheds are not listed in the definition of 'sensitive activities' which are not permitted in electricity transmission corridors. However, the wording of the definition is broad and we recommend that it be made explicit that normal farming activities (including dairy milking parlours) are not considered a sensitive activity and therefore would be allowed in electricity transmission corridors, subject to the advice note contained in Section 3.4.1.

6.4 The following changes to Section 13 are suggested. Insert or amend definitions as indicated below:

'Sensitive Activities

Sensitive activities, means those activities within an electricity transmission corridor that are particularly sensitive to the risks associated with electricity transmission lines because of either the potential for prolonged exposure to the risk or the vulnerability of the equipment or population that is exposed to the risk. Such activities include childcare and educational facilities, residential buildings, hospitals and health care facilities.

Amenity Values

Means the natural or physical qualities or characteristics of an area that contributes to peoples appreciation of its pleasantness, aesthetic coherence, and cultural and recreational attributes – including but not limited to; landscape and visual characters, land use, environmental health and safety characteristics, ~~conscience~~, comfort and character.'

Why is "conscience" included?

'Non-Rural Activities

Non-rural activities means any activity that is not a Rural Activity as defined in this Plan.

Shelterbelt

a row or rows of trees or hedges planted to partially block wind flow, primarily on cultivated cultivable land.'

A new definition is needed for Intensive Farming here. There are a number of definitions of intensive farming in use, including Horizon's OnePlan. Is the existing District Plan definition appropriate in terms of its use in the rules of Plan Change 36? What is the Council seeking to control as a Discretionary Activity in Rural A and C Zones, which is not controlled under the OnePlan?

7. ABOUT FEDERATED FARMERS

7.1 Federated Farmers is a not-for-profit primary sector policy and advocacy organisation that represents the majority of farming businesses in New Zealand. Federated Farmers has a long and proud history of representing the interests of New Zealand's farmers.

7.2 The Federation aims to add value to its members' farming businesses. Our key strategic outcomes include the need for New Zealand to provide an economic and social environment within which:

- Our members may operate their business in a fair and flexible commercial environment;
- Our members' families and their staff have access to services essential to the needs of the rural community; and
- Our members adopt responsible management and environmental practices.

*Federated Farmers wishes to be heard in support of this submission
Thank you*

MEMORANDUM OF UNDERSTANDING

Between

NEW ZEALAND FOREST OWNERS ASSOCIATION

and

NEW ZEALAND FARM FORESTRY ASSOCIATION

and

FEDERATED FARMERS OF NEW ZEALAND

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 stump line.

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.

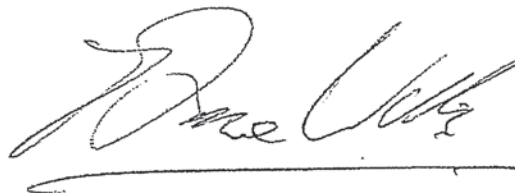
7. Duration of Agreement

- 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

