PROOF OF EVIDENCE

On behalf of: Meander Valley Council.
PO Box 102 Westbury 7303

To be submitted to: Forest Practices Tribunal

GPO Box 2036 Hobart 7001

Private Timber Reserve POR 1698 Appeal

Meander Valley Council v. Forest Practices Authority and EE & IC Porter

J & M Hawkes v. Forest Practices Authority and EE & IC Porter

N Hoffmann v. Forest Practices Authority and EE & IC Porter

PA Elkin v. Forest Practices Authority and EE & IC Porter

J Leis v. Forest Practices Authority and EE & IC Porter

J King v. Forest Practices Authority and EE & IC Porter

10 January 2006

Prepared by: **Craig and Sue Walker**
440 Nutting Road (PO Box 78)
Meander Tasmania 7304
03 6369 5356
c.s.walker@bigpond.com

Background

Just over two years ago (October 2003), we moved from Queensland to 'rural residential' forested acreage at Meander, Tasmania.

We gained employment as below:

- Craig: a former information technology technician and computer programmer, commenced work constructing relocatable cabins at a sawmill at Meander.
- Sue: a registered nurse, commenced work for the Tasmanian Department of Health & Human Services as a clinical nurse with a specialist community nursing service.)

We had plans to develop our property to include:

- pet friendly accommodation cabins with an emphasis on viewing the native wildlife, and
- some organic production.

We proceeded by consulting with council about our plans for the development of our property and we commenced work on associated property infrastructure to support our plans. However, due to the problems we experienced with our neighbours conducting forestry activities, we have placed our plans for the development of our property on hold.

Predominantly, our experiences relate to our attempts over two years to protect ourselves from the potential adverse effects that forestry practices on adjoining properties would have on our health, safety and well being and on our plans for the development of our property. Those experiences have identified for us issues with respect to:

- processes relating to the application and gazettal of a Private Timber Reserve,
- conduct and communication within forestry industry,
- inadequacies of codes of practice and the Good Neighbour Charter for Commercial tree farming in Tasmania, and
- unhealthy community / neighbourhood conflict.

We have had direct experience with three Private Timber Reserves:

1. An adjoining property on Nuttings Road, Meander – **PTR 1073**, owned by Mr David Watkins of PO Box 2142 Victoria, managed by Gunns Ltd (UPI 1324 Map 4638 Quamby Bluff),
2. Our own property at 440 Nuttings Road, Meander (UPI 1321 Map 4638 Quamby Bluff) formerly **PTR 652** that was previously managed by Gunns Ltd; and
3. A second adjoining property on East Meander Road, Meander – **PTR 1139**, owned by Dr & Mrs Frank Rawson of PO Box 174 Port Sorrel, Tasmania 7307, managed by Forestry Tasmania, (UPI's 1322, 2145, 1323, 1325, 1326, 1327,1328 Map 4638 Quamby Bluff).

PTR 1073 – Nuttings Road, Meander - managed by Gunns Ltd.

Most issues for us have arisen during the course of our attempted negotiations with the neighbouring landowner and Gunns Ltd that manages this PTR, regarding the lethal methods of crop protection that would be used to establish their <10 hectare plantation site adjoining our home.

During the past two years, we have offered to contribute to non-lethal methods of crop protection, in particular wildlife resistant fencing, no less than a dozen times, both verbally and in writing. In effect, we have offered to pay for and lend Gunns and the landowner a fence. We assumed (incorrectly it would seem) that a mutually beneficial outcome for us, Gunns Ltd and the landowner collectively would be that Gunns Ltd & the landowner would grow trees successfully without killing the animals (a practice that would place us at numerous risks) and without them having to allocate additional funds to do so. We have practically pleaded with both Gunns Ltd and the landowner to consider that we ***live*** here – and they do not. Our first formal written request for consideration and offer to contribute to fencing is attached (Appendix 1)

We had been told by Gunns' representatives that "Gunns just wants to get in and get out" when establishing its plantations and that Gunns "didn't want to get into fencing". Nonetheless, we felt at risk should lethal 'browsing management' practices be used and we persisted in trying to negotiate with both Gunns Ltd and Mr Watkins - to no avail.

Eventually, this situation culminated in us denying Gunns access to its plantation site via a road across our property originally constructed by Gunns Ltd outside of the designated Crown Land Road Reserve (and on the private freehold that is now our property). The construction of the new road relieved Gunns Ltd of relying on our goodwill and of having to work with us to achieve a mutually beneficial outcome. It is our belief that 350 metres of Class 4 surfaced road would have cost far more than the cost of the wildlife resistant fence we were (and still are) prepared to contribute to.

The new road (left) under construction.

New road on the right parallel to and a few metres from the original access road.

After approximately 18 months of frustration, stress and anxiety, Mr Simon Eldridge (CEO, Private Forests Tasmania) intervened in this apparently intractable dispute on behalf of the Tasmanian Minister for Forests at the request of Ms Peg Putt MHA.

Following intervention by Mr Eldridge (we do not know what form the intervention took) Gunns Ltd provided us with written assurance that 1080 poison would not be used on Mr Watkins' property adjoining our home (Appendix 2). Gunns Ltd also advised that it would use tree guards and would shoot if necessary. We expressed our gratitude to Gunns Ltd for providing assurance that the animals would not be poisoned. However, we remained concerned that unless the tree guards it planned to use were adequate to withstand the browsing pressure on a small plantation site completely surrounded by native forest, we would be subjected to the effects and risks of close range intensive shooting – perhaps for 12 months or more and that is that were ineffective, that 1080 poison might be used despite the assurance provided.

Hence we requested information from Gunns Ltd about the style of tree guards they planned to use, and, again, we offered to contribute to fencing as an alternative (Appendix 3 and 3a – text file).

We received a letter from Gunns Ltd dated 12th August 2005 (Appendix 4) approximately 4 weeks prior to planting, advising us that we could enter Mr Watkins' property and erect a fence ourselves if we wished and requested that we assume liability for any loss or damage while we were erecting, dismantling or maintaining the fence. In its letter Gunns also advised that it would still use 'tree guards' (style unspecified) and indicated that it would have nothing to do with fencing. We were frustrated and disappointed that after 18

months and numerous offers to contribute to fencing, there suddenly seemed to be a misunderstanding regarding who would erect such a fence.

We wrote to Gunns Ltd to clarify our offer to contribute to fencing and again we expressed concern about potentially inadequate tree guard and requested information about the style of tree guards that would be used (Appendix 5).

To date we have received no response from Gunns Ltd.

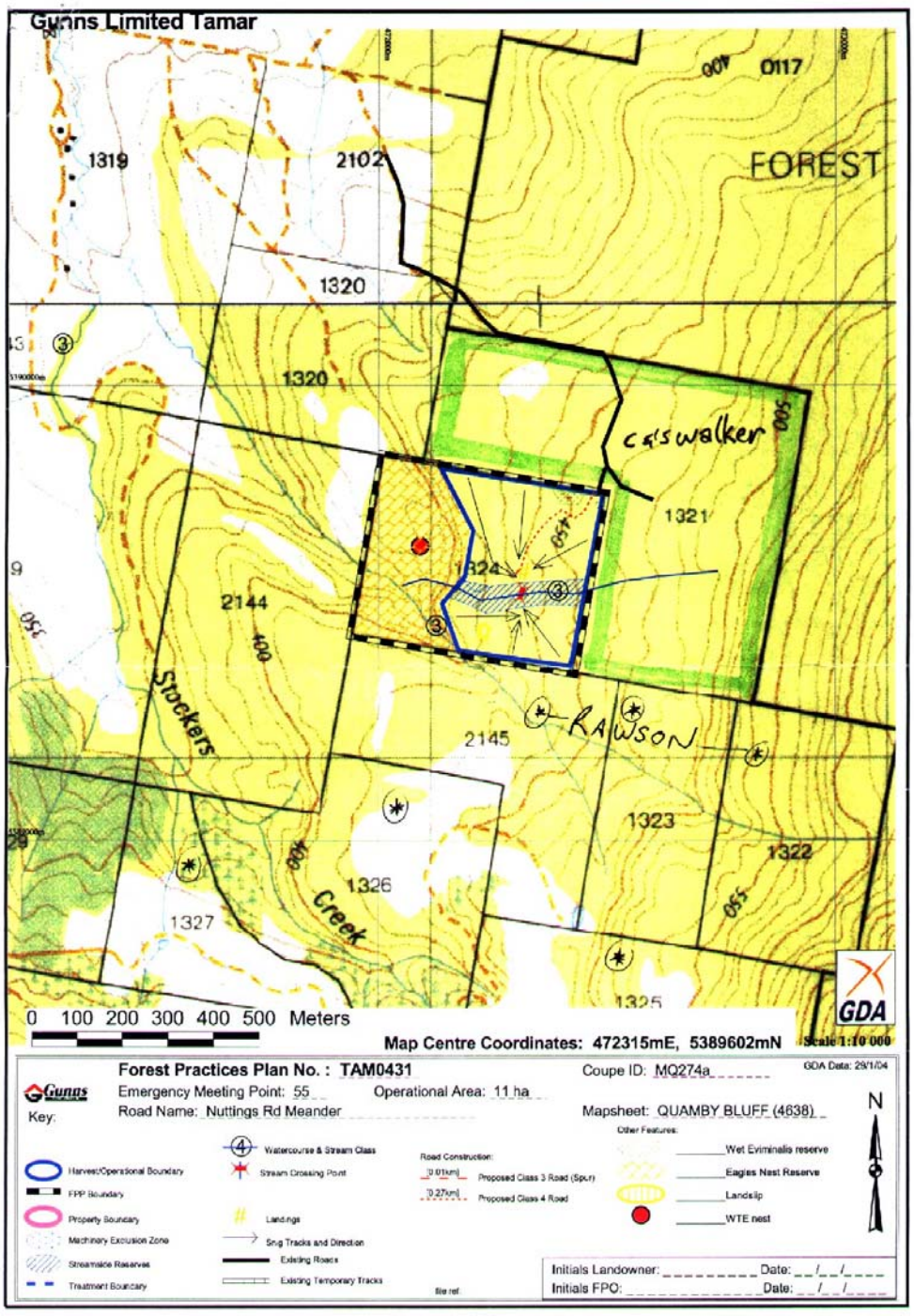
The trees were planted in mid September 2005 and guarded (although the garlic bag style 'tree guards' seem more like some kind of travel packaging than tree guards).

Seedling in 'tree guard'.

Our issues with Gunns Ltd and the landowner regarding lethal methods of crop protection remain unresolved.

MAP: from FPP TAM 0431 showing:

- Mr David Watkins' property – Nuttings Road, Meander
- Craig & Sue Walker's property in relation to Mr Watkins' property, and
- Part of Dr & Mrs Rawson's property (ie: UPI's 2145, 1323, 1322, 1325, 1326, 1327



(Former) PTR 652 - 440 Nuttings Road, Meander C & S Walker

When we purchased our property at 440 Nuttings Road, Meander in October 2003, we were not informed by either the real estate agent or the solicitor attending to the conveyancing that the property had full Private Timber Reserve (PTR) status and was covered at that time by a Forest Practices Plan (MAC 0902).

We did not think to ask any questions relating to such a matter as we had not previously encountered the concept of PTRs or Forest Practices Plans. We were aware that our property had been logged and that one adjoining property had been clear felled and was awaiting plantation establishment. The 'Land Use', stated on the Property Information Sheet for our land is "Rural Residential" (see page 8).

Since that time, we have identified the following events regarding the forestry operations and development on our property:

- 23/03/1995: Meander Valley Council (MVC) issued a building permit (for a house) to the previous owner of our property;
- 28/08/1996: The property was gazetted as a full PTR (the Forest Practices Act 1985 states that "*Where land has been declared as a private timber reserve in accordance with section 11(1), it shall be used only for establishing forests, or growing or harvesting timber in accordance with the Forest Practices Code and such other activities which the Board considers to be compatible with establishing forests, or growing or harvesting timber*");
- 20/11/1997: We believe that Mr Barker and his family were living in the house at 440 Nuttings Road by this time. There is a 'growth chart' on the kitchen door jamb indicating the heights of growing children commencing on this date.
- 27/06/2002: A Forest Practices Plan (MAC 0902) was certified by Forest Practices Officer, Mark Chin to cover the property for the period from 01/07/2002 until 30/12/2004 (see page 9-10);
- 14/10/2003: MVC issued a certificate of completion for the house;
- 15/10/2003: MVC issued a certificate of occupancy for the house;
- 17/10/2003: Settlement of sale from Mr Barker to Craig & Sue Walker
- 30/12/2004: Forest Practices Plan MAC 0902 expired with no certificate of compliance;
- Nov 2004: Application made by Walkers to have PTR status revoked;
- Mid 2005: PTR 652 de-gazetted.

It would appear that with respect to the application and gazettal process for Private Timber Reserves, there are problems with process and communication between landowners, the forestry industry and the relevant authorities. We consider that self-regulation within the forestry industry is not an effective mechanism.

Tasmania

PROPERTY INFORMATION SHEET

VALUER GENERAL, TASMANIA

Issued pursuant to the Valuation of Land Act 2001

Property Id: 6277959 **Municipality:** MEANDER VALLEY

Property Address: RA 440,
NUTTINGS ROAD,
MEANDER TAS 7304

Rate Payers: WALKER, CRAIG DESMOND
WALKER, SUZANNE ROBYN

Title Owners: CRAIG DESMOND WALKER and SUZANNE ROBYN WALKER

Postal Address: RA 440,
NUTTINGS ROAD,
MEANDER TAS 7304

Improvements: HOUSE
Construction Year of Main Building: 1997
Roof Material: Colorbond
Wall Material: Timber
UPI References: 4501321

Land Use: Rural Residential
Land Area: 38.4100 hectares
Building Size: 172.00 square metres
Title References: 31572 / 1

Last Sales

Contract Date	Real Estate	Chattels	Other
25/08/2003	$137,000	$0	$0
30/08/1991	$33,000	$0	$0

Last Valuations

Date Val	Levels At	Land	Capital	A.A.V.	Reason
10/03/1999	01/11/1998	$36,000	$100,000	$4,000	Revaluation
14/08/1997	01/01/1994	$33,000	$98,000	$3,920	House erected

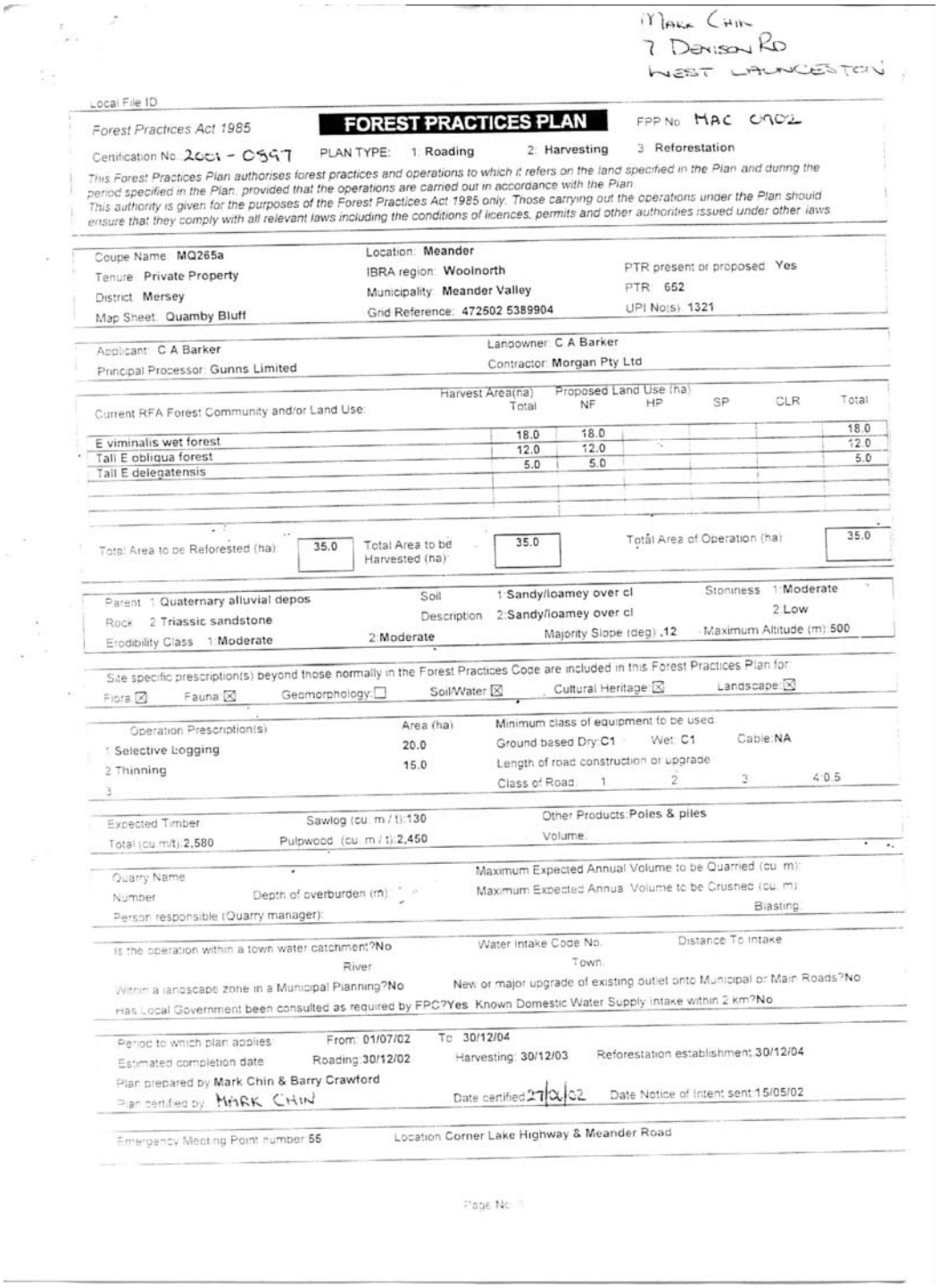
This data is derived from the Valuation List prepared by the Valuer General under the provisions of the Valuation of Land Act 2001. These values relate to the level of values prevailing at the dates of valuation shown.

While all reasonable care has been taken in collecting and recording the information shown above, this Department assumes no liability resulting from any errors or omissions in this information or from its use in any way.

SEARCH DATE : 04-Dec-2003 SEARCH TIME : 04.10 pm

Putting it all together.

Forest Practices Plan MAC 0902 Page 1



Mark Chin
7 Denison Rd
West Launceston

Local File ID

Forest Practices Act 1985

FOREST PRACTICES PLAN

FPP No MAC 0902

Certification No. 2001 - 0597 PLAN TYPE: 1: Roading 2: Harvesting 3: Reforestation

This Forest Practices Plan authorises forest practices and operations to which it refers on the land specified in the Plan and during the period specified in the Plan, provided that the operations are carried out in accordance with the Plan. This authority is given for the purposes of the Forest Practices Act 1985 only. Those carrying out the operations under the Plan should ensure that they comply with all relevant laws including the conditions of licences, permits and other authorities issued under other laws.

Coupe Name: MQ265a
Tenure: Private Property
District: Mersey
Map Sheet: Quamby Bluff

Location: Meander
IBRA region: Woolnorth
Municipality: Meander Valley
Grid Reference: 472502 5389904

PTR present or proposed: Yes
PTR: 652
UPI No(s): 1321

Applicant: C A Barker
Principal Processor: Gunns Limited

Landowner: C A Barker
Contractor: Morgan Pty Ltd

Current RFA Forest Community and/or Land Use:	Harvest Area(ha) Total	Proposed Land Use (ha) NF	HP	SP	CLR	Total
E viminalis wet forest	18.0	18.0				18.0
Tall E obliqua forest	12.0	12.0				12.0
Tall E delegatensis	5.0	5.0				5.0

Total Area to be Reforested (ha): 35.0
Total Area to be Harvested (ha): 35.0
Total Area of Operation (ha): 35.0

Parent: 1: Quaternary alluvial depos
Rock: 2: Triassic sandstone
Erodibility Class: 1: Moderate
Soil Description: 1: Sandy/loamey over cl; 2: Sandy/loamey over cl
2: Moderate
Stoniness: 1: Moderate; 2: Low
Majority Slope (deg): 12
Maximum Altitude (m): 500

Site specific prescription(s) beyond those normally in the Forest Practices Code are included in this Forest Practices Plan for:
Flora ☒ Fauna ☒ Geomorphology: ☐ Soil/Water ☒ Cultural Heritage: ☒ Landscape: ☒

Operation Prescription(s)	Area (ha)
1: Selective Logging	20.0
2: Thinning	15.0
3:	

Minimum class of equipment to be used:
Ground based Dry: C1 Wet: C1 Cable: NA
Length of road construction or upgrade:
Class of Road: 1 2 3 4: 0.5

Expected Timber:
Total (cu.m/t): 2,580
Sawlog (cu. m / t): 130
Pulpwood (cu. m / t): 2,450
Other Products: Poles & piles
Volume:

Quarry Name:
Number:
Depth of overburden (m):
Person responsible (Quarry manager):
Maximum Expected Annual Volume to be Quarried (cu. m):
Maximum Expected Annual Volume to be Crushed (cu. m):
Blasting:

Is the operation within a town water catchment? No
Water Intake Code No.:
Distance To Intake:
River:
Town:
Within a landscape zone in a Municipal Planning? No
New or major upgrade of existing outlet onto Municipal or Main Roads? No
Has Local Government been consulted as required by FPC? Yes
Known Domestic Water Supply Intake within 2 km? No

Period to which plan applies: From: 01/07/02 To: 30/12/04
Estimated completion date: Roading: 30/12/02 Harvesting: 30/12/03 Reforestation establishment: 30/12/04
Plan prepared by: Mark Chin & Barry Crawford
Plan certified by: MARK CHIN
Date certified: 27/9/02
Date Notice of Intent sent: 15/05/02

Emergency Meeting Point number: 55
Location: Corner Lake Highway & Meander Road

Page No: 1

GUNNS **FOREST PRODUCTS**

FPP No.
MAC 0902

Landowners consent
I declare that I am the owner of the land as defined in the Forest Practices Act 1985 or the authorised agent of the owner of the land to which this Forest Practices Plan applies and I give my consent for this Forest Practices Plan to be submitted for certification.

Name: CRAIG BARKER For: —

Address: 13485 LAKE HWY GOLDEN VALLEY Phone No.: 63 695116

Signature: Craig Barker Date: 25/06/02

Acknowledgment of Applicant
I acknowledge that I understand the provisions of this plan and that I am responsible under section 25A of the Forest Practices Act for lodgement of a certificate of compliance with the Forest Practices Board within 30 days of the expiry date of this plan.

Name: BARRY CRAWFORD ~~GUNNS LIMITED~~ For: GUNNS LIMITED

Address: P.O. BOX 985 LTON 7250 Phone No.: 63 945555

Signature: Date: 26/06/02

Acknowledgment of contractor(s) or person(s) responsible for complying with this Forest Practices Plan
Each of the persons or bodies below hereby acknowledge that it understands the provisions of the plan relevant to it's operations, understands its obligation to comply with this plan and acknowledges its obligation to ensure that its servants or agents are aware of the provisions of the plan and of the obligation to comply with the plan.

	Roading	Harvesting & Restoration	Reforestation
Name of Contractor or authorised agent:	Donald Garwood	Kevin Morgan P/L	BARRY CRAWFORD GUNNS LIMITED
Company Name where applicable:	Gunns Limited	KevinMorgan P/L	GUNNS LIMITED
Address:	P.o Box 985	P.O BOX 1077 L/ton	P.O. BOX 985 LTON
Phone:	63945555	6326660	63945555
Signature:			
Date:	24/6/02	24/6/02	26/06/02

Timber processors expected to process timber from this FPP:

•

Principal Processor

Name of Company: (1)Gunns Limited

Name of principal company supervisor or authorised agent if involved in this operation.

Name: Barry Crawford Signature: Date: 26/06/02

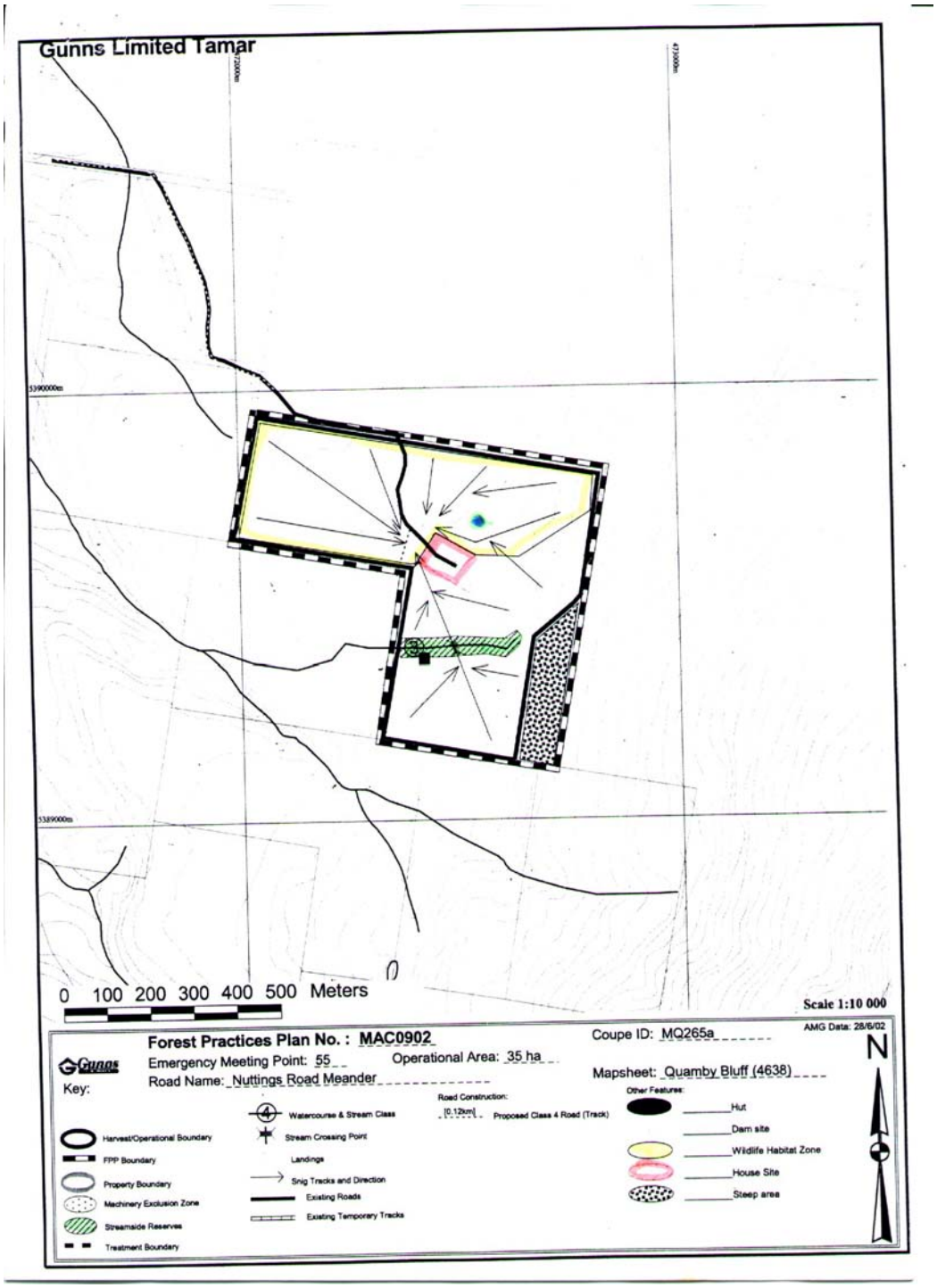
Forest Practices Officer (Planning)

Certified by (signature): Date: 27/06/02

Name: MARK CAIN

Before operations commence the landowner, applicant and contractor(s) will be given a copy of the certified FPP and a copy of the front page of this FPP should be sent to the Chief Forest Practices Officer within one week of the date the FPP is certified.

Forest Practices Plan MAC0902 - Map



Conservation values:

During the process of site assessment prior to logging at 440 Nuttings Road, Meander, “the proposed operation area was referred to the Private Forests Reserve Program due to the presence of about 18 ha of good condition *E. viminalis* wet forest” (See FPP MAC 0902, Reply from Natural and Cultural Values, Mark Wapstra, FPB Botanist - see page 13-14).

Also found within the coupe/operation area were various habitat types suitable for Threatened Species including, but not limited, to the Spotted-Tailed Quoll and Grey Goshawk. Despite the presence of habitat suitable for these threatened species the area was selectively logged rather than conserved.

In March 2005 we expressed interest to the Private Forests Reserve Program to have the property re-assessed for inclusion into the CAR reserve system under its program.
Subsequently the property was assessed by an officer of the PFRP and we received a letter dated 21/09/2005 advising us that at this time our property is not suitable for inclusion into the CAR reserve program under the PFRP (see pages 15,16).

We believe that the reduction of the conservation values of our land due to logging is evidence that the current policies governing the declaration of land as a PTR and the management of PTRs (Forest Practices Act 1985, Forest Practices Code, Regional Forest Agreement) are inadequate for the protection of Endangered/Threatened forest communities/species.

REPLY FORM
NATURAL AND CULTURAL VALUES

To:	From:
Name	FPB Botanist Ph: 62 33 7870 Fax: 62 33 7134 email mark.wapstra@fpb.tas.gov.au
Mark Chin District/Company	Date 1 July 2002

REPORT ON NATURAL AND CULTURAL VALUES NOTIFICATION FOR:

FPP No: MAC0902 **Coupe/UPI No(s):** Craig Barker UPI 1321
Location: Meander

The following recommendations are made subject to the operation complying with other provisions of the Forest Practices Code.

- ☐ Further analysis and/or field inspection required
- ☐ No special prescriptions required.
- ✓ Suggested prescriptions as notified are endorsed; no additional prescriptions needed.
- ☐ Additional prescriptions required (see below).
- ☐ Exclusion of operations from part or all of area recommended (see below).

Recommended Prescriptions / Other information

The proposed operation area was referred to the Private Forest Reserves Program due to the presence of about 18 ha of good condition *E. viminalis* wet forest. Robbie Gaffney of the PFRP subsequently assessed the property. Negotiations between the PFRP and the landowner have not resulted in conservation management options being pursued for the property. Gunns now propose to thin the *E. viminalis* wet forest and manage the area as native forest.

E. viminālis wet forest occupies flatter areas suited to harvesting. The original intention of the landowner to thin the area and sow pasture beneath the trees has changed to Gunns' proposal to thin the forest to about a basal area of 9 m^2/ha. It is anticipated that the plan will include provision to maintain a range of ages of trees and retain the native forest understorey. The main concern with harvesting this forest type is ensuring successful regeneration (as opposed to altering the forest to become dominated by native pioneer species such as silver wattle) and preventing severe weed infestations (e.g. blackberries). My understanding from our discussions is that Gunns will monitor regeneration and sow *E. viminalis* from collected seed if regeneration is poor. There is not currently a severe weed problem in areas of native forest. Some areas of *E. viminalis* wet forest will be included in a streamside reserve (which has been upgraded from a class 4 to a class 3. Based on the above information, the proposal to thin the *E. viminalis* wet forest is acceptable under the forest practices system. [As discussed, it may be worthwhile yourself or Barry Crawford discussing the silvicultural prescription with Craig Hawkins who produced an FPP for selectively harvesting *E. viminalis* wet forest in the Liffey area (Swain block)].

[redacted]

There are no constraints on the proposed harvesting activities in areas of tall *E. obliqua* and tall *E. delegatensis* forest identified on the property. Based on our discussions, some of the area of these forest types occur on steeper slopes that may remain unlogged.

Note: Further advice must be sought from the specialist if:

- *endorsed or recommended prescriptions are not understood or cannot be implemented;*
- *additional special values are identified;*
- *a variation is made to the FPP that affects special values that are not covered by the above recommendations or endorsements.*

Mark Wapstra
FPB Botanist

Tasmania

DEPARTMENT *of*
PRIMARY INDUSTRIES,
WATER *and* ENVIRONMENT
Private Forest Reserves Program

Inquiries : Kerryn Herman
Phone : 6233 4929
Fax : 6233 2457
Email : kerryn.herman@dpiwe.tas.gov.au
Our Ref : 09-44-65
Your Ref :

21 September 2005

Craig and Sue Walker
440 Nuttings Road
Meander TAS 7304

Re: Private Forest Reserves Program

Dear Craig and Sue,

Thank you for your inquiry regarding the Private Forest Reserves Program, and for allowing program staff to visit and assess your property.

As you may already be aware, the forest type found on your property was cut over stringybark *Eucalyptus obliqua*/white gum *E. viminalis* forest. The Conservation Officer who visited your property, Kerryn Herman, presented a report to the Program's Scientific Advisory Group for their consideration. The group's decision was that, at this time, the forest on the property is not suitable for inclusion into the CAR reserve system under this Program. This decision was reached after much deliberation and careful consideration of the regeneration on the property. Despite this decision, the group recognised that the native vegetation on your property, both forested and non-forested, is important for the conservation of Tasmania's biodiversity.

Whilst the Private Forest Reserves Program is unable to assist you directly we can refer you to a number of other programs which can provide advice on vegetation management and/or assistance with other covenanting options. Such programs include the Protected Areas on Private Land Program (PAPL).

In this instance, if you are still interested in placing a covenant on the block in perpetuity then you may be able to under the Protected Areas on Private Land Program. Contact details are provided in the enclosed leaflet for the PAPL Coordinator (Joanna Edwards). If you prefer, we can forward your details directly to Joanna if you complete the enclosed PAPL Expression of Interest form and return it in the enclosed reply paid envelope. An officer from PAPL can then contact you directly.

A Land for Wildlife Scheme pamphlet is also enclosed. This Scheme recognises landowners efforts to manage and conserve Nature Conservation values on their properties. The Scheme is voluntary and there is no legal instrument placed on the

Land Title of the property. If you are interested in the LfW scheme then please return the LfW Expression of Interest form to the LfW Coordinator so they can organise a property assessment with you.

If you would like any further assistance or information regarding your options, please do not hesitate to contact Brad Arkell (Senior Conservation Officer) on (03) 6233 2006 or me.

Again, I wish to thank you for your interest in our Program.

Yours sincerely,

Dr Steven Smith
Manager, Private Forest Reserves Program
Phone: 03 6233 7688 Email: steven.smith@dpiwe.tas.gov.au Fax: 03 6233 2457

Good Neighbour Charter

We have experienced a number of instances where our requests for information have not been acknowledged or appear to have been treated with contempt. The Good Neighbour Charter for Commercial Tree Farming in Tasmania describes how communication with neighbours will be active, ongoing and timely. Instead we have experienced the opposite including:

Impromptu visits to our home:

- 2 Feb 2004: a Gunns representative visited our home without arrangement;
- 8 Jul 2004: a Gunns representative visited our home with two other Gunns employees without advising us that he would be bring others to our home with him, or obtaining consent to do so,
- 15 Nov 2004: two Gunns representatives visit our property without arrangement.

Misinformation / withholding of information:

- 2 Feb 2004: Gunns representative advised that 1080 poison would not be used; this statement was later withdrawn (22 Mar 2004) by same individual when request was made for this advice to be provided in writing),
- 20 August 2004: Gunns representative and shooting contractor crossed our property to inspect plantation site. When Craig enquired what they were doing, Gunns representative responded "Why should we tell *you* anything?" Shooting contractor appeared embarrassed and intervened to explain their presence.
- 18th Jan 2005: Gunns representative and the landowner were marking the midline of the road reserve across our property in preparation for construction. Gunns representative refused to speak with Craig when approached; The landowner refused to inform Craig when the road across our property would be constructed (road construction commenced the following day),
- A number of occasions that Gunns Ltd and the landowner have failed to respond to our correspondence including written requests for information:

No provision for dispute resolution:

Lack of consideration for neighbours:

- With regard to our concerns raised relating to the potential adverse effects of close range gunfire, distress at destruction of native animals, contamination of domestic water supply etc

PTR 1139 – managed by Forestry Tasmania

Issues:

- **Inadequate notification process**
- **Failure to respond to correspondence and requests for information**
- **Spray drift**

Forestry Tasmania manages a plantation on a privately owned property adjoining our outer southern boundary. The plantation of Eucalyptus nitens is approximately 6 years old.

On 3rd December 2004, the plantation was sprayed from the air by helicopter for insect damage. Although we neighbour the property we were not notified of this event. At the time of spraying, I (Sue Walker) was on our property approximately 500 metres from the aircraft when my eyes and lips started to sting mildly and I could taste a 'chemical' taste.

We contacted the forest manager, by email on 24th Dec. 2004 to enquire what chemical was sprayed on 3rd Dec. He advised us by email on 13th Jan. 2005 that "Success" (active ingredient, spinosad) was sprayed. He also advised us that we were not notified because our property boundary was >100m from the site to be sprayed (as per the Code of Practice for Aerial Spraying). In fact our property boundary was approximately 200 metres from the spray target area.

The landowner had telephoned us after spraying, apologised that *he* did not notify us and had advised us that he was told that a "synthetic pyrethroid" was sprayed, not spinosad as we were advised by Forestry Tasmania.

We contacted the forest manager again by email (twice) and by letter (twice) between 20th January 2005 and 4th July 2005 seeking clarification of the chemical sprayed and we received no response to any of those requests for information. He eventually contacted us after we sought information through a Freedom of Information request. He then offered to visit us and explain the 'spray plan' and operation.

The forest manager visited our home on 27th September 2005 and discussed the spray plan and water testing results with us. He reiterated that "Success" was sprayed on FT's plantation on Forestry Tasmania's plantation adjoining our property on 3rd December 2004.

Our own testing:

After the helicopter finished spraying and left the area on 3rd Dec. 2004, I decided to have the shirt I wore at the time of spraying tested for chemical residue.

I stored the shirt for some weeks waiting for clarification on the chemical used. When that information did not come, I sent the shirt to the lab in any case (I have since learned that screening can be conducted to identify numerous chemicals and that I did not need to know what to test for). Even though the shirt had been stored for some weeks prior to sending to the lab, traces of

Permethrin and alpha-Cypermethrin were identified and confirmed in the shirt by the lab (see Lab results attached).

During his visit to our home, the forest manager advised that he could not agree with what I "believed" had happened to me as his documentation did not support my conclusion – that the chemical identified on the shirt must have been from another source.

We had requested that DPIWE's Spray Information and Referral Unit investigate and it's conclusion reflected the forest manager's statement that the chemical on my shirt did not come from the helicopter spraying but from another source.

On the day of spraying (3rd Dec. 2004) I had neither left our property nor noted any other aircraft spraying in our vicinity. We do not have either of the chemicals identified on our property or in our home. We have concluded that those chemicals were in the helicopter tanks and that I was contaminated by those chemicals drifting onto our property during the spray operation. We believe that this is a logical conclusion.

In December 2005, the plantation was again sprayed by air. We were notified by Forestry Tasmania and we placed spray identification cards at various sites on our property. On this occasion, we had no reason to believe that drift entered our property. However, we remain afraid that the possibility will arise at each aerial spraying event – likely multiple times annually given that we neighbour two PTRs.

In conclusion:

We have suffered a high degree of stress and distress as a result of our experiences neighbouring Private Timber Reserves. It would appear this unhealthy situation is not likely to resolve.
Aerial spraying is set to continue on Forestry Tasmania's established plantation and in due course would possibly commence on Gunns' new plantation.
Currently we live in fear of the possibility of extended periods of close range shooting near our home and the adverse effects that would have on our health, safety and well being.
Private Timber Reserves afford forestry companies the protection to continue these cycles of destruction and contamination in perpetuity. We despair and are sickened that we forever need to remain alert in order to try and protect ourselves from the high risk of adverse effects resulting from activities on Private Timber Reserves place us.
Our health has suffered. Increasingly, we have become aware that we are not the only ones at risk from the situations of conflict that arise as a result of Private Timber Reserve issues.
We have no doubt that forestry industry employees exposed to these situations of conflict experience adverse heath effects due to the stress involved with the conditions of their employment and the mutual situations of conflict in which they find themselves.
We despair of a system that places so many people at such unacceptable risk. Private Timber Reserves, including PTR 1698, are not in the public interest.

APPENDIX 1
Letter – Walker to Gunns 20/08/04

Craig and Sue Walker
PO Box 78
Meander Tasmania 7304
c.s.walker@bigpond.com

20 August 2004

Mr Nicholas Mainwaring
Operations Manager, NE Plantations
Gunns Ltd.
PO Box 572
Launceston Tasmania 7250

Dear Nick,

RE: Gunns plantation site on Nuttings Road, Meander.

Thank you for your email (12/08/04) in response to our most recent request (08/07/04) that Gunns Ltd use non-lethal methods of crop protection on the ten hectare plantation site (UPI 1324, map Quamby Bluff 4638) neighbouring our property on Nuttings Road at Meander. We initially informed Gunns Ltd of our concerns regarding killing the native wildlife in February 2004 when Mr. Barry Crawford first visited our home. In your recent email you advised us that due to the cost of a two kilometre fence ($10 840), Gunns intends to commence shooting the native wildlife on the plantation site in preparation for a mid-September planting and would use 1080 poison "as a last resort". You advised the cost of shooting ($1000.00 to $1500.00) but did not advise the cost of poisoning. You also mentioned that the absentee landowner with whom Gunns has a share farming arrangement (Mr. David Watkins) was not willing to contribute to the cost of a fence for crop protection.

When you visited our home with Mr. Christopher Barnes and Mr. Frank Miller (08/07/04) to discuss our concerns, we advised you that we were prepared to contribute to non-lethal methods of crop protection on the plantation site. We are disappointed that Gunns has not taken our offer seriously. Rather than giving us the opportunity we requested, Gunns Ltd intends to commence killing the native wildlife. Our concerns about shooting and poisoning the native wildlife on this plantation site include:

- Animal welfare issues – Unless every shot is instantly fatal, shooting is not humane. 1080 is cruel and indiscriminate;
- The potential adverse impact on our plans for 'pet friendly' accommodation cabins that we intend to market with an emphasis on wildlife watching;
- The risk of contamination of our water supply by dead animals (either poisoned or fatally injured) and the corresponding risk to our health and safety and that of our visitors;
- The risk of secondary poisoning to our pets and the pets of our visitors and guests and the corresponding trauma to us, our visitors and guests;
- The risk of shooting injury (or worse) to ourselves, our visitors and our guests whilst watching or filming wildlife at night on or near our boundaries;

- Disruption to our sleep from gunfire (the plantation site commences approximately 110 metres from our house) and the effect that may have on our ability to adequately perform our workplace duties and go about our daily lives;
- The impact of poisoning on our application for organic certification;
- The threat to non-target species of wildlife from poisoning (eastern barred bandicoot, spotted tail quoll, wedge-tailed eagle [that has a nest in the middle of Mr Watkins property], white goshawk, Tasmanian devil, Tasmanian bettong);
- Our loss of amenity due to the destruction of native animals;
- The psychological distress that we would suffer as a result of all of the above and any stress-related repercussions (ie: the effect on our ability to continue developing our property, our ability to work, our personal relationships etc).

In any case, a shooting regime would not guarantee that poison would not be used on this small plantation site that is completely surrounded by many hundreds of acres of native forest.

During your visit to our home (08/07/04) we advised you that I had previously contacted Mr Watkins to discuss our concerns. At that time his response was that he did not like the use of 1080, but he did not want to be involved as he was concerned that it might affect his relationship with Gunns.

Craig telephoned Mr Watkins last weekend (15/08/04) seeking to offer to keep him informed about our negotiations with Gunns Ltd by sending him copies of any correspondence. Mr Watkins became distressed and declined to provide his address saying that he did not want anything to do with this issue – he has a contract with Gunns and that it has nothing to do with him. Craig told him that we had concerns about shooting and poisoning and that we were willing to contribute to non-lethal methods of crop protection on this plantation site. A wildlife resistant, crop protecting fence within the property around the two discrete sections of the plantation site would be tax deductible for Gunns Ltd (and for Mr Watkins should Gunns operations require contribution from him). Boundary fences, to our knowledge, are not tax deductible. Mentioning this seemed to further upset the landowner as he interpreted it as us "threatening [him] with a legal obligation" regarding boundary fencing. He told us that he wouldn't contribute to fencing the plantation site and that we were 'making trouble'.

Nick, we are concerned and distressed by this situation and simply don't know what to make of it. We have reached the conclusion that we are victims of poor leadership and bad policy:

- *We* are suffering considerably simply because of our concerns about lethal methods of crop protection and their repercussions, and for our willingness to speak up about this issue;
- *The landowner* is distressed about this situation (albeit for different reasons) and our relationship with him has deteriorated; **and**
- *Forestry industry employees* like you are under considerable stress being forced to make decisions within inappropriate and outdated policy frameworks

against which their performance may be measured - decisions that have detrimental effects on individuals and communities.

We have discovered by speaking with people throughout Tasmania that such unhealthy division and dispute between neighbours, amongst communities and with corporations such as Gunns Ltd over current forestry and agricultural practices is not unique to our situation. Many Tasmanian families have been adversely affected by activities related to deficiencies in leadership and the mercenary and insightless policies of government and large corporations. It would seem that it is deemed more important to make money than to "recognise community …… values and strive to foster good relations" (http://www.gunns.com.au/Environment/principles.html). One of your colleagues said during your visit to our home that Gunns just wants to get in and get out as quickly as possible when establishing their plantations.

Once more we sincerely request that Gunns Ltd use non-lethal methods of crop protection on this plantation site:

- In your email you advised that a fence would only be required for 8 months to protect Gunns' crop of Eucalyptus nitens and would therefore be 'wasteful'. Does Gunns Ltd intend to have only one rotation of plantation on this Private Timber Reserve neighbouring our property? If so, the materials could be utilised on another plantation site where neighbours had similar concerns. This would undoubtedly promote better public relations than what we are currently experiencing. If further crop rotations *are* planned for this plantation site, little or no additional intervention for crop protection would be required – except perhaps minor maintenance of fencing;
- Gunns Ltd has a retail division and therefore access to wholesale fencing materials, thus reducing costs. Did your fence costing reflect this?
- With regard to your concerns about delays to your planting schedule whilst a fence was erected; the forest services/fencing contractors would most likely, at your request, give priority to this plantation site to help minimise delay to your operations. With Craig willing to take unpaid leave from work to help erect the fence thus reducing the labour cost, the six day job would be reduced and so it would appear that minimal or no delay would be experienced;
- Fencing for crop protection on the plantation site would be tax deductible for Gunns Ltd and for Mr Watkins. Any financial contribution by us would not be. However, we would be prepared to purchase and lend Gunns materials for the fencing and electrifying components such as power units, outrigger wires etc depending on the most appropriate style of fence for this environment (http://www.tiar.tas.edu.au/domino/tiar/tiar.nsf/0/e1cb69eec383dcec4a2568c00024fbb9?OpenDocument&Highlight=0,fencing), (Field Guide for the management of Browsing mammals in Tasmanian Forests and Farmland, Dredge, P. D., [undated publication] available from the Browsing Damage Management Group). The details of our contribution would need to be further negotiated including the retrieval of our materials;

- We would also be prepared to assist with monitoring the integrity of the fence without assuming any liability for Gunns crop (presumably Gunns insures its crops and infrastructure – insurance is most likely also tax deductible).

Both Gunns Ltd and Mr Watkins are aware that current access to Mr Watkins property and the plantation site is over our private freehold and not over the designated right of way. We are genuinely trying to work with Gunns Ltd to prevent the killing of the wildlife. Nevertheless if we are unable to negotiate an acceptable outcome and find that we feel that we have no other option, we will advise Gunns Ltd that any Gunns staff or contractors entering our property would be a trespass and we will insist that Gunns Ltd establishes alternative access to the plantation site within the road reserve rather than continuing to enjoy access across our property. This would involve surveying, amendment of the current Forest Practices Plan (TAM0431) and using construction methods that account for the wet areas on the road reserve and that meet the Forest Practices Code.

Nick, it is sad and unnecessary that we find ourselves in this situation. Tasmanian families with similar concerns to ours but without access to funds or other options might be at a distinct disadvantage when attempting to 'negotiate' with Gunns Ltd. It would seem that rather than 'building futures', the activities of Gunns Ltd divides communities and distresses many families in this state.

We trust that Gunns Ltd response to our request will be favourable and will include written assurance that non-lethal methods of crop protection will be used on their plantation site (PTR 1073) on Nuttings Road at Meander. We are strongly opposed to the use of 1080 poison and shooting on this plantation site. We understand that not everyone shares our concerns. However, where Tasmanian families ***do*** have such concerns, better community outcomes would be achieved through Gunns Ltd demonstrating compassion, and consideration by exercising greater flexibility in its operations.

We request that Gunns Ltd provide us with written assurance (including the relevant amendment to the Forest Practices Plan (TAM 0431) that non-lethal methods of crop protection will be used on this plantation site. Please provide us with a written or emailed response by Friday 27 August 2004.

Yours sincerely,

Sue Walker

Cc:

- Mr David Watkins
- Mr Christopher Barnes

APPENDIX 2
Letter – Gunns to Walker 15/07/05

Gunns LIMITED
ABN 29 009 478 148

FIS 90.60.0225

15 July 2005

C. & S. Walker
PO Box 78
MEANDER TAS 7304

Dear Craig and Sue,

Re: Plantation Development on Mr D. Watkins Property

I write to advise of our plans to establish this eucalypt plantation in the coming spring.

It is envisaged that planting will take place some time in late September or early October. With the extended fallow period that this site has received there has been considerable weed growth. To ensure that we achieve successful establishment of the eucalypt seedlings we will need to control these weeds. To achieve this it is our current plan to manually apply herbicides to the mounds only. You will receive notification of this in due course. This notification will identify the herbicides to be used.

We have previously undertaken not to use 1080 for the control of game on this property and we remain committed to this. Furthermore, I can advise that we will place tree guards on all planted seedlings and double the rate of hand applied fertiliser in an attempt to have the seedlings develop as quickly as possible. With respect to other game management options (eg trapping and shooting) you will be formally advised as to the timing of such activities if needed.

If you wish to discuss these operations in any more detail please feel free to call me on 03 63945555 or write to me at the below address.

Yours sincerely,

Christopher Barnes

Manager – North East Plantations

Registered Head Office: PO Box 572 Launceston Tasmania 7250 ● 58 Cimitiere Street Launceston Tasmania Australia 7250
Telephone: 03 6335 5201 Int:+613 6335 5201 ● Fax:03 6334 7909 Int:+613 6334 7909

APPENDIX 3
Letter – Walker to Gunns 03/08/05

Craig & Sue Walker
440 Nuttings Road (PO Box 78)
Meander Tasmania 7304

3rd August 2005

Mr Christopher Barnes
Manager – North East Plantations
Gunns Ltd
PO Box 572
Launceston Tasmania 7250

Dear Chris,

Concerns Re: Plantation development on Mr D Watkins' property.

Thank you for your recent letter dated 15th July and the commitment contained therein that 1080 poison will not be used on Gunns Ltd / Mr D. Watkins' plantation site adjoining our home. We have suffered much anxiety and distress since February 2004 in relation to Gunns' / Mr Watkins' planned destruction of the wildlife and were certainly grateful to receive that assurance.

When we further considered the content of your letter that related to protecting the planned tree crop from browsing wildlife we were initially concerned that Gunns might still make a decision to kill the native wildlife by shooting or trapping (subsequently to be slaughtered elsewhere).

However, we rationalised that:

- because of the good cover of the native 'fireweed' (you advised in the abovementioned letter that herbicide would be applied manually to the mounds only) http://www.forestry.csc.org.au/respro/C4.htm ,
- if Gunns doubled the rate of fertiliser (as you also advised), and
- if Gunns used the 1.2 metre extruded plastic tree guards recommended by Private Forests Tasmania

http://www.privateforests.tas.gov.au/infosheets/18BrowsingDamageToSeedlings2.htm ,

the trees would be adequately protected, would grow quickly in this microclimate http://www.farmforestline.com.au/pages/5.5.2_stock.html and the native wildlife would not be killed to protect the crop.

Yesterday, a shooting contractor, Mr Jason McBain, arrived at our home (unannounced) apparently under instruction from Mr Frank Miller (Gunns Ltd) to advise us that he would commence shooting in a couple of weeks. The site has not been prepared. The trees are not in the ground. Clearly there is nothing to protect.

We were devastated and disappointed that Gunns would have the wildlife killed:

- in advance of any evaluation of the efficacy of the tree guards you promised in your letter,
- despite the apparent optimal conditions for the effective use of those guards, and
- in advance of the planting of the trees.

We fear that we have been naïve to trust Gunns Ltd to honour its social commitments and give sincere consideration to its neighbours. It would seem that that killing the native wildlife occupies a very high priority on Gunns' agenda – higher, it would seem from our experience, than getting the trees into the ground.

During the previous 18 months, we have on numerous occasions expressed our concerns to Gunns Ltd and to Mr Watkins about the adverse effects that killing the wildlife would have on us. We have continually stated our willingness to contribute to an outcome that would be mutually beneficial. We have made and reiterated genuine and generous offers to Gunns Ltd and to Mr Watkins to provide appropriate materials and contribute to the labour required to erect a temporary wildlife resistant fence to protect this small site but not necessarily on the boundary. Gunns and Mr Watkins are conducting an industrial forestry operation. Once more we plead with Gunns and Mr Watkins to consider that we *live* here.

The option of fencing would:

- help minimise the risk of damage to our health, safety and well being that Gunns Ltd's / Mr Watkins' private industrial forestry activities would pose to us,
- help ensure the successful establishment of the planned tree crop,
- prevent the killing of the native wildlife,
- potentially be more cost effective than individual tree guards (certainly it would require no additional contribution from Gunns Ltd than it proposed to spend on a shooting regime),
- if constructed in two discrete enclosed sections leaving the streamside reserve unfenced, ensure minimal impediment to the movement of wildlife (in any case, diverting the animals via a minor detour on such a small site would be better practice than destroying them),
- prevent any further destruction of wet E. viminalis forest that proceeding with the process required under the Boundary Fences Act would sadly necessitate, and
- provide a starting point from which to commence healing the damage that has occurred to relations between neighbours in this case.

We are astonished that we should have to go to such lengths to protect ourselves from the adverse effects that the planned actions of an accredited company and its business partner, the landowner, Mr Watkins would pose to us. Nonetheless, we are genuinely interested in the successful establishment of the trees.

If appropriately chosen and well managed tree guards would not prevent the destruction of the wildlife, we sincerely request that Gunns / Mr Watkins accept our offer to 'lend' them a suitably designed, temporary wildlife resistant fence – an offer to which we remain committed.

Forest Practices Plan TAM 0431 does not clearly indicate who is responsible for "Maintaining Forests (protection of growing stock)" on the land identified as UPI 1324, map Quamby Bluff 4638. Hence we request a written response from both Gunns Ltd and Mr Watkins to our offer to provide temporary wildlife resistant fencing for the plantation site on that property before close of business on 12th August 2005. Acceptance of our offer before this date will help ensure adequate time for the erection of a fence before the planned planting scheduled for late September or early October.

We ask that both Gunns Ltd and Mr Watkins specifically advise us in their response whether they accept our offer to provide temporary fencing for the proposed plantation site or not. Our written offer has been in existence for approximately 12 months and during that time has been reiterated numerous time through a variety of media to both Gunns Ltd and Mr Watkins. We believe that our request for a specific response to that offer without further delay is reasonable.

Alternatively if Gunns and Mr Watkins were to provide us with a written commitment that a genuine approach would taken to manage effective, protective tree guards and that the native wildlife will not be killed, we would indeed be grateful to accept that commitment instead.

Yours sincerely

Craig & Sue Walker

CC:

Mr David Watkins

Mr Simon Eldridge, CEO, Private Forests Tasmania

Mr Frank Miller, Gunns Ltd

APPENDIX 3a
Letter – Walker to Gunns 03/08/05
NB: this document has been converted from PDF file to text

Craig & Sue Walker
440 Nuttings Road (PO Box 78)
Meander Tasmania 7304

3rd August 2005

Mr Christopher Barnes
Manager – North East Plantations
Gunns Ltd
PO Box 572
Launceston Tasmania 7250

Dear Chris,

Concerns Re: Plantation development on Mr D Watkins' property.

Thank you for your recent letter dated 15th July and the commitment contained therein that 1080 poison will not be used on Gunns Ltd / Mr D. Watkins' plantation site adjoining our home. We have suffered much anxiety and distress since February 2004 in relation to Gunns' / Mr Watkins' planned destruction of the wildlife and were certainly grateful to receive that assurance.

When we further considered the content of your letter that related to protecting the planned tree crop from browsing wildlife we were initially concerned that Gunns might still make a decision to kill the native wildlife by shooting or trapping (subsequently to be slaughtered elsewhere).

However, we rationalised that:

- because of the good cover of the native 'fireweed' (you advised in the abovementioned letter that herbicide would be applied manually to the mounds only) http://www.forestry.crc.org.au/resproC4.htm ,
- if Gunns doubled the rate of fertiliser (as you also advised), and
- if Gunns used the 1.2 metre extruded plastic tree guards recommended by Private Forests Tasmania http://www.privateforests.tas.gov.au/infosheets/18BrowsingDamageToSeedlings2.htm ,

the trees would be adequately protected, would grow quickly in this microclimate http://www.farmforestline.com.au/pages/5.5.2_stock.html and the native wildlife would not be killed to protect the crop.

Yesterday, a shooting contractor, Mr Jason McBain, arrived at our home (unannounced) apparently under instruction from Mr Frank Miller (Gunns Ltd) to advise us that he would commence shooting in a couple of weeks. The site has not been prepared. The trees are not in the ground. Clearly there is nothing to protect.

We were devastated and disappointed that Gunns would have the wildlife killed:

- in advance of any evaluation of the efficacy of the tree guards you promised in your letter,
- despite the apparent optimal conditions for the effective use of those guards, and
- in advance of the planting of the trees.

We fear that we have been naïve to trust Gunns Ltd to honour its social commitments and give sincere consideration to its neighbours. It would seem that that killing the native wildlife occupies a very high priority on Gunns' agenda – higher, it would seem from our experience, than getting the trees into the ground.

During the previous 18 months, we have on numerous occasions expressed our concerns to Gunns Ltd and to Mr Watkins about the adverse effects that killing the wildlife would have on us. We have continually stated our willingness to contribute to an outcome that would be mutually beneficial. We have made and reiterated genuine and generous offers to Gunns Ltd and to Mr Watkins to provide appropriate materials and contribute to the labour required to erect a temporary wildlife resistant fence to protect this small site but not necessarily on the boundary. Gunns and Mr Watkins are conducting an industrial forestry operation. Once more we plead with Gunns and Mr Watkins to consider that we live here.

The option of fencing would:

- help minimise the risk of damage to our health, safety and well being that Gunns Ltd's / Mr Watkins' private industrial forestry activities would pose to us,
- help ensure the successful establishment of the planned tree crop,
- prevent the killing of the native wildlife,
- potentially be more cost effective than individual tree guards (certainly it would require no additional contribution from Gunns Ltd than it proposed to spend on a shooting regime),
- if constructed in two discrete enclosed sections leaving the streamside reserve unfenced, ensure minimal impediment to the movement of wildlife (in any case, diverting the animals via a minor detour on such a small site would be better practice than destroying them),
- prevent any further destruction of wet E. viminalis forest that proceeding with the process required under the Boundary Fences Act would sadly necessitate, and
- provide a starting point from which to commence healing the damage that has occurred to relations between neighbours in this case.

We are astonished that we should have to go to such lengths to protect ourselves from the adverse effects that the planned actions of an accredited company and its business partner, the landowner, Mr Watkins would pose to us. Nonetheless, we are genuinely interested in the successful establishment of the trees.

If appropriately chosen and well managed tree guards would not prevent the destruction of the wildlife, we sincerely request that Gunns / Mr Watkins accept our offer to 'lend' them a suitably designed, temporary wildlife resistant fence – an offer to which we remain committed.

Forest Practices Plan TAM 0431 does not clearly indicate who is responsible for "Maintaining Forests (protection of growing stock)" on the land identified as UPI 1324, map Quamby Bluff 4638. Hence we request a written response from both Gunns Ltd and Mr Watkins to our offer to provide temporary wildlife resistant fencing for the plantation site on that property before close of business on 12th August 2005. Acceptance of our offer before this date will help ensure adequate time for the erection of a fence before the planned planting scheduled for late September or early October.

We ask that both Gunns Ltd and Mr Watkins specifically advise us in their response whether they accept our offer to provide temporary fencing for the proposed plantation site or not. Our written offer has been in existence for approximately 12 months and during that time has been reiterated numerous time through a variety of media to both Gunns Ltd and Mr Watkins. We believe that our request for a specific response to that offer without further delay is reasonable.

Alternatively if Gunns and Mr Watkins were to provide us with a written commitment that a genuine approach would taken to manage effective, protective tree guards and that the native wildlife will not be killed, we would indeed be grateful to accept that commitment instead.

Yours sincerely

Craig & Sue Walker

CC:
Mr David Watkins

Mr Simon Eldridge, CEO, Private Forests Tasmania

Mr Frank Miller, Gunns Ltd

APPENDIX 4
Letter – Gunns to Walker 12/08/05

Gunns LIMITED
ABN 29 009 478 148

FIS 90.60.0225

12th August 2005

C. & S. Walker
PO Box 78
MEANDER TAS 7304

Dear Craig and Sue,

Re: Plantation Development on Mr D. Watkins Property

In response to your letter dated the 3rd August I wish to advise that I am prepared to reach agreement not to undertake 1080, shooting or trapping operations on the Watkins property under the following conditions;

1. As previously offered you agree to erect and maintain a fence. This fence will be erected prior to planting (26th September, 2005). It is understood that the fence will be erected and maintained at your expense.

2. Gunns Limited will place tree guards on all trees, increase the fertilising rate and reduce the level of weed control for those reasons outlined in my letter dated 15th July, 2005. These operations will be conducted at Gunns Limited expense.

3. Gunns Limited will establish browsing monitoring plots in the plantation so as to quantify any browsing damage of seedlings. If this damage becomes unacceptable then we will undertake shooting and/or trapping operations as we (Gunns Limited) see fit.

If you are in agreement with the terms outlined above please advise me of such by signing this letter and returning it to me as soon as possible, but no later than the 31st August.

It is noted that in signing this letter you agree that Gunns Limited and the landowner (Mr Watkins) will accept no responsibility for any loss or damage incurred while you are erecting, dismantling and/or maintaining the fence.

If you wish to discuss this letter in any more detail please feel free to call me on 03 63945555 or write to me at the above address.

Yours sincerely,

Christopher Barnes

Manager – North East Plantations

……..

Craig Walker

…….…….

Sue Walker

APPENDIX 5
Letter – Walker to Gunns 03/08/05

Craig & Sue Walker
PO Box 78
Meander Tasmania 7304

25th August 2005

Mr Christopher Barnes
Manager – North East Plantations
Gunns Ltd
PO Box 572
Launceston Tasmania 7250

Dear Chris,

Re: Plantation development on Mr D. Watkins' property

Thank you for your letter dated 12th August 2005 advising that Gunns Ltd would be prepared to reach agreement that the wildlife would not be killed on Mr Watkins' property conditional on a number of points.

We are heartened to be moving towards an agreement. However, we do not understand why both tree guards and fencing would be used to protect Gunns Ltd's / Mr Watkins' planned crop of trees.

Additionally, it appears that there has been a misunderstanding in relation to our offer to contribute to fencing. We apologise for any confusion regarding this matter and wish to provide more specific detail and thus help clarify our offer.

Our offer to contribute to fencing around the plantation site but not necessarily on the boundary line;

Gunns Ltd's / Mr Watkins' plantation site is covered by a certified Forest Practices Plan under which Gunns Ltd and / or Mr Watkins is responsible for "Section F. Maintaining Forests, Browsing" (TAM 0431, pg. 5). As such, it would be appropriate that Gunns Ltd and / or Mr Watkins erect a fence for the purpose of protecting the planned tree crop.

We would be prepared to pay for fencing materials and contribute to labour by subcontract arrangement with a fencing contractor engaged by Gunns Ltd and / or Mr Watkins. In that way, Gunns Ltd and Mr Watkins would be assured that any fence erected for the purpose of crop protection would be constructed in a professional manner and hence most likely to ensure a successful crop. Recently, fire breaks have been cleared around the plantation site. Certainly this has already saved some time and cost regarding the fencing process.

We would like to reassure Gunns Ltd and Mr Watkins that we are genuinely interested in the successful establishment of their planned crop. Our proposal and offer regarding our contribution to fencing is as follows:

1. Gunns Ltd to assess the site and in accordance with current research determine what design of fence would best protect Gunns Ltd / Mr Watkins' crop from browsing damage;
2. Gunns Ltd to obtain a quote for such a fence then advise Walkers about the design and cost of the fence. Given the timeframe available, we would not expect Gunns Ltd / Mr Watkins to obtain multiple quotes, simply that a professional fencing contractor provides the quote;
3. If Walkers agree to the design and cost of the fence, an agreement to be drawn up that included provision for Walkers to retrieve all fencing materials at a time deemed suitable by Gunns Ltd with respect to the danger of browsing damage being minimal;
4. Gunns Ltd to arrange fencing contractor to construct the fence. Walkers to negotiate subcontract arrangement with fencing contractor in order to contribute to labour costs;
5. Gunns Ltd to contribute the amount towards labour that it originally advised it would outlay for killing the native wildlife (ie: $1000-$1500 as per email from Mr Nick Mainwaring, Gunns Ltd, dated 12th Aug 2004);
6. Gunns Ltd to forward the account for materials and the balance of labour to Walkers for payment;
7. Gunns Ltd to monitor the fence and arrange any maintenance required (we assume that Gunns would monitor its crop on a regular basis regardless of the method of crop protection used).
8. Walkers would be prepared to cover the cost of any fence maintenance required for the duration of the temporary fence;
9. Walkers to liase with Gunns Ltd and Mr Watkins to arrange retrieval of materials once the danger of browsing damage to the planned crop was minimal.

Gunns Ltd's commitment to use tree guards:

You advised us in your letter dated 15th July 2005 that Gunns Ltd would use tree guards and would trap and shoot 'if needed'. A shooting contractor visited our home on 2nd August 2005 to serve notification of impending shooting before the trees were even in the ground. We advised Gunns Ltd in our letter dated 3rd August 2005 that we were alarmed and concerned at the prospect that Gunns Ltd may not use the most effective tree guards available and may not intend to take a genuine approach to this method of crop protection.

Nevertheless, Gunns' response to us dated 12th August did not provide us with any additional information about the selection and management of the planned tree guards – merely a repetition of the original advice, ie: that tree guards would be placed on all trees, the fertiliser rate would be increased and the level of 'weed' control reduced. Due to a lack of information, we remain concerned and lacking in confidence regarding this matter.

Please advise:

1. What specific type of tree guard does Gunns Ltd plan to use on Mr Watkins' property to establish the trees?
2. How would those tree guards be managed?
3. Has Gunns used those tree guards before?
4. Have those tree guards been effective and protective (please describe)?
5. If not, does Gunns Ltd plan to use more effective tree guards on Mr Watkins' property (please describe)?

As we previously stated, we are heartened to be moving towards an agreement that would satisfy the mutually beneficial outcome of growing trees successfully using non lethal methods to protect those trees from browsing native wildlife.

Please provide clarification regarding the planned tree guards as requested and consider our offer above to contribute to a suitable fence as an alternative.

We would appreciate Gunns response at its earliest convenience. It should not be necessary to specify dates for responses to our correspondence. All parties are aware that although our written offer to contribute to fencing has been in existence for over 12 months, the timeframe remaining to resolve this dispute is short. Nonetheless, we believe that with a sincere approach from Gunns Ltd and from Mr Watkins, and with Gunns Ltd's access to forestry services / fencing contractors, an appropriate fence could be constructed prior to the planned planting on 26th September 2005.

Hence we request that Gunns Ltd provides genuine, professional and proactive leadership in its approach to this matter and works with us in a timely manner to help achieve the mutually beneficial goal and resolve this dispute.

Yours sincerely

Craig & Sue Walker

CC:

Mr. David Watkins

Mr Simon Eldridge, CEO, Private Forests Tasmania

Mr Frank Miller, Gunns Ltd