

15 February 2022

AFT Hearing

Brent Dodunski further evidence.

Having sat and listened to day one, I would like to clarify some important points hence my written supplementary document. I am happy for the applicant to respond.

Bird numbers

I would like to clarify a point with the commissioners that AFT and their experts and council all refer to the current consent being able to operate at 95 000 birds. Mr Whiting pointed out in his evidence that he meets SPCA guidelines. The Animal Welfare Code states that the maximum number of birds reared will be 18/sqm.

The sheds are a total area of 4067 sqm as quoted by Mr Whiting yesterday.

With the Animal Welfare Code allowing for poultry farms to operate at 18.

$18 \times 4067 = 73\ 206$ birds

AFT are proposing to reduce birds to 15/sqm,

$15 \times 4067 = 61\ 405$ birds

Mr Pene's evidence and others states that there will be a **30% reduction** in bird numbers and odour. This is not correct; bird numbers have only reduced by **17%**.

This is confusing to a lay person and I would like to have more comfort that the modeling Mr Pene and others have relied on is based on fact and not the 95 000 birds they keep quoting.

Odour diary

We were all requested by Donovan Van Kekem to keep an air diary which we all started around the 23 January 2022. Refer to mine attached.

Our effects are distinct and strong but we are 300m away. Also, the smell is there for a short period say 1 to 2 hours. This does not allow TRC time to get here and investigate in a timely manner.

What I can categorically say is that we are all effected from time to time. The period that I have recorded actually surprises me with the number of times we smell it. I assume we are actually sensitized to it and its not until you actively take records it becomes apparent how much we are affected.

The last point I want to make about the odour is that all the experts and TRC supply evidence from AFT's site. No one has come and experienced it from our place (which needs to be longer than half an hour here and there). We live here we are more experienced to speak of the affects than anyone else.

Mr Whittings lack of knowledge of the intention for consent to end

Mr Whiting spoke in his evidence yesterday that at no time has anyone spoken to him about the potential of the consent ending in 2026.

I refer the commissioners to a Stuff newspaper article written in 28 Nov 2014 and titled "Chicken farmer worried rezoning will leave him in limbo land" hearing held by Mr Bill Walsley regarding the NPDC proposal to rezone Area Q. (A copy of which is supplied)

For the Commissioners Information

We the neighbours feel so strongly about the effects on our lives that the Hibells, McDonalds, Williams, my wife and I have submitted an **unconditional** offer to AFT to purchase their farm at the expiry of the current 2026 resource consent. (Copy attached) The content of the offer is summarized below,

\$2 800 000.00 Plus GST if any

\$100 000.00 deposit

Settlement July 2026

Note : offer is \$2 600 000 for land and buildings with \$200 000 above this to cover the cost of shed and plant removal, which equates to the \$2 800 000.00 offered. AFT would be able to continue trading up to settlement date.

Mr whiting in his rebuttal evidence 39 states that he is not opposed to moving the operation if he wouldn't be losing money on it. The offer above allows for him to achieve the value he set in his initial evidence from advice from a local real estate agent of the current value of the AFT property. Further to this any financial cost to upgrade systems/operations AFT can still recognize this value over time.

Kind Regards



Brent Dodunski

AGREEMENT FOR SALE AND PURCHASE OF REAL ESTATE

This form is approved by the Real Estate Institute of New Zealand Incorporated and by Auckland District Law Society Incorporated.

DATE:

VENDOR:

Edward John WHITING & Melissa Arona WHITING as Directors of AIRPORT FARM TRUSTEE LIMITED

PURCHASER:

and/or nominee

Nigel Eric WILLIAMS, Barbara Christina MCKAY and Tama Trustees 369 Limited and Brent Richard DODUNSKI and Neil Thomas HIBEL and Lioma Fayle HIBEL and Kevin John McDONALD

The vendor is registered under the GST Act in respect of the transaction and/or will be so registered at settlement: Yes/No

If "Yes", Schedule 1 must be completed by the parties.

Purchase price allocation (PPA) is relevant to the parties for income tax and/or GST purposes: Vendor Yes/No

Yes/No

If both parties answer "Yes", use of the PPA addendum for this agreement is recommended.

Purchaser/Purchaser's Nominee Yes/No

PROPERTY

Address:

58 Airport Dr, Bell Block, New Plymouth District

Estate: **FREEHOLD**

LEASEHOLD

STRATUM IN FREEHOLD

STRATUM IN LEASEHOLD

CROSS-LEASE (FREEHOLD)

CROSS-LEASE (LEASEHOLD)

If none of the above are deleted, the estate being sold is the first option of freehold.

Legal Description:

Area (more or less):

Lot/Flat/Unit:

DP:

Record of Title (unique identifier):

1.82 Hectares

2

366699

270999

Subject to and together with all easements, encumbrances, covenants and restrictions on the title

PAYMENT OF PURCHASE PRICE

Purchase price: \$ 2 800 000.00

Plus GST (if any) ~~OR Inclusive of GST (if any)~~

If neither is deleted, the purchase price includes GST (if any).

GST date (refer clause 13.0): Settlement Date

Deposit (refer clause 2.0): \$ \$100 000.00 to be paid upon this agreement becoming unconditional to the Vendors solicitor trust account.

Balance of purchase price to be paid or satisfied as follows:

(1) By payment in cleared funds on the settlement date which is: Wednesday 1st July 2026

OR

~~(2) In the manner described in the Further Terms of Sale.~~

Interest rate for late settlement:

10 % p.a.

CONDITIONS (refer clause 9.0)

Finance required (clause 9.1):

Yes/No

OIA consent required (clause 9.6):

Yes/No

Finance date:

OIA date (clause 9.8):

LIM required (clause 9.3):

Yes/No

Land Act consent required (clause 9.7):

Yes/No

Building report required (clause 9.4):

Yes/No

Land Act date (clause 9.8):

Toxicology report required (clause 9.5):

Yes/No

TENANCIES

Particulars of any tenancies are set out in Schedule 3 or another schedule attached to this agreement by the parties.

Yes/No

Appendix

21.0 Values

The parties hereby acknowledge and agree that for GST, Inland Revenue Department and for all other purposes the buildings and land on the property are valued as follows:

Dwelling and Curtilage \$950 000.00

Land Value \$1 650 000.00

Total Value \$2 600 000.00

For the sake of clarity, the purchase price in this agreement of \$2 800 000.00 includes a value of \$200 000.00 for the removal of the Poultry Shed and Plant referred to in clause 22.0

22.0 Removal of Poultry Sheds and Plant

It is agreed by the Vendor and Purchaser, that the Vendor will remove the Poultry Sheds and Poultry Plant from the property the subject of this agreement by the settlement date at the expense of the Vendor in all respects and make good any damage caused by such removal to the reasonable satisfaction of the Purchaser. .

For the sake of Clarity the Vendor will not remove the dwelling and its chattels.

23.0 Income Tax Act 2007

The purchase price for the property is the lowest price that the parties would have agreed upon for the property under the Rules relating to the accruals treatment of Income and Expenditure in the Income Tax Act 2007 and on that basis no income or expenditure arises under those Rules.

24.0 Subject to Acceptance

This offer is subject to acceptance by 4pm the 10th March 2022 at which time this agreement will be canceled in full and neither party shall have any claim against the other.



SCHEDULE 1**(GST Information – see clause 14.0)**

This Schedule must be completed if the vendor has stated on the front page that the vendor is registered under the GST Act in respect of the transaction evidenced by this agreement and/or will be so registered at settlement. Otherwise there is no need to complete it.

| | |
|--|---|
| Section 1 Vendor | |
| 1(a) | The vendor's registration number (if already registered): |
| 1(b) | (i) Part of the property is being used as a principal place of residence at the date of this agreement. Yes/No (ii) That part is: (e.g. "the main farmhouse" or "the apartment above the shop") Yes/No (iii) The supply of that part will be a taxable supply. Yes/No |
| Section 2 Purchaser | |
| 2(a) | The purchaser is registered under the GST Act and/or will be so registered at settlement. Yes/No |
| 2(b) | The purchaser intends at settlement to use the property for making taxable supplies. Yes/No |
| If the answer to either or both of questions 2(a) and 2(b) is "No", go to question 2(e) | |
| 2(c) | The purchaser's details are as follows: (i) Full name: (ii) Address: (iii) Registration number (if already registered): |
| 2(d) | The purchaser intends at settlement to use the property as a principal place of residence by the purchaser or by a person associated with the purchaser under section 2A(1)(c) of the GST Act (connected by blood relationship, marriage, civil union, de facto relationship or adoption). Yes/No OR The purchaser intends at settlement to use part of the property (and no other part) as a principal place of residence by the purchaser or by a person associated with the purchaser under section 2A(1)(c) of the GST Act. Yes/No That part is: (e.g. "the main farmhouse" or "the apartment above the shop") |
| 2(e) | The purchaser intends to direct the vendor to transfer title to the property to another party ("nominee"). Yes/No |
| If the answer to question 2(e) is "Yes", then please continue. Otherwise, there is no need to complete this Schedule any further. | |
| Section 3 Nominee | |
| 3(a) | The nominee is registered under the GST Act and/or is expected by the purchaser to be so registered at settlement. Yes/No |
| 3(b) | The purchaser expects the nominee at settlement to use the property for making taxable supplies. Yes/No |
| If the answer to either or both of questions 3(a) and 3(b) is "No", there is no need to complete this Schedule any further. | |
| 3(c) | The nominee's details (if known to the purchaser) are as follows: (i) Full name: (ii) Address: (iii) Registration number (if already registered): |
| 3(d) | The purchaser expects the nominee to intend at settlement to use the property as a principal place of residence by the nominee or by a person associated with the nominee under section 2A(1)(c) of the GST Act (connected by blood relationship, marriage, civil union, de facto relationship or adoption). Yes/No OR The purchaser expects the nominee to intend at settlement to use part of the property (and no other part) as a principal place of residence by the nominee or by a person associated with the nominee under section 2A(1)(c) of the GST Act. Yes/No That part is: (e.g. "the main farmhouse" or "the apartment above the shop") |

WARNING AND DISCLAIMER

- This agreement is a standard form document. It is therefore likely that amendments and additions may need to be made in order to suit the circumstances of each of the vendor and the purchaser, and to suit the particular property involved. It is also important that you are certain that any amendments made correctly reflect your understanding of what has been agreed. **You should always get legal advice before you sign the agreement and throughout the buying and selling process.**
- ADLS and REINZ accept no liability whatsoever in respect of this document and any agreement which may arise from it.
- The vendor should check the correctness of all warranties made under clause 7, clause 8, and elsewhere in this agreement.
- In the case of a unit title, before the purchaser enters into the agreement, the vendor **must** provide to the purchaser a pre-contract disclosure statement under section 146 of the Unit Titles Act.
- The transaction may have tax implications for the parties and it is recommended that both parties seek their own professional advice regarding the tax implications of the transaction before signing, including:
 - the GST treatment of the transaction, which depends upon the GST information supplied by the parties and could change before settlement if that information changes; and
 - the income tax treatment of the transaction, including any income tax implications of purchase price allocation.

PROFESSIONAL ADVICE SHOULD BE SOUGHT REGARDING THE EFFECT AND CONSEQUENCES OF ANY AGREEMENT ENTERED INTO BETWEEN THE PARTIES.

Acknowledgements

Where this agreement relates to the sale of a residential property and this agreement was provided to the parties by a real estate agent, or by a licensee on behalf of the agent, the parties acknowledge that they have been given the guide about the sale of residential property approved by the Real Estate Authority and a copy of the agency's in-house complaints and dispute resolution process.

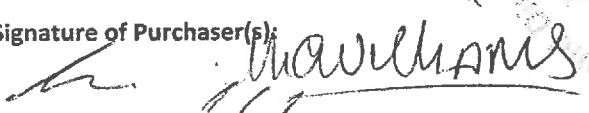
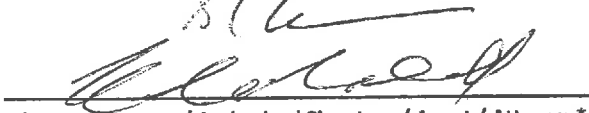


The person or persons signing this agreement acknowledge that either:

(a) they are signing in a personal capacity as the 'vendor' or 'purchaser' named on the front page, or

(b) they have authority to bind the party named as 'vendor' or 'purchaser' on the front page.

WARNING *(This warning does not form part of this agreement)*

Before signing, each party should read this entire contract and should obtain all relevant professional advice. This is a binding contract. Once signed, you will be bound by the terms of it and there may be no, or only limited, rights to terminate it.

| | |
|--|---|
| <p>Signature of Purchaser(s):</p> <div style="margin-top: 10px;">   <hr/> <p>Director / Trustee / Authorised Signatory / Agent / Attorney* Delete the options that do not apply</p> </div> <div style="margin-top: 10px;">   <hr/> <p>Director / Trustee / Authorised Signatory / Agent / Attorney* Delete the options that do not apply</p> <p>AS DIRECTORS OF TAMA TRUSTEES LTD</p> </div> | <p>Signature of Vendor(s):</p> <div style="margin-top: 10px;"> <hr/> <p>Director / Trustee / Authorised Signatory / Agent / Attorney* Delete the options that do not apply</p> </div> <div style="margin-top: 10px;"> <hr/> <p>Director / Trustee / Authorised Signatory / Agent / Attorney* Delete the options that do not apply</p> </div> |
|--|---|

*If this agreement is signed under:

(i) a Power of Attorney – please attach a **Certificate of non-revocation** (available from ADLS: 4098WFP or REINZ); or

(ii) an Enduring Power of Attorney – please attach a **Certificate of non-revocation and non-suspension of the enduring power of attorney** (available from ADLS: 4997WFP or REINZ).

Also insert the following wording for the Attorney's Signature above:
Signed for [full name of the donor] by his or her Attorney [attorney's signature].



consents

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Chicken farmer worried rezoning will leave him in limbo land

TARYN UTIGER · 00:04, Nov 28 2014

A New Plymouth chicken farmer says he could be left in limbo if rezoning of land past Bell Block goes ahead.

Ed Whiting was reduced to tears yesterday when explaining the devastating effect that being in "limbo land" would have on his young family. "It's not about the line on a map," he said.

"This is about the real-life effects it has on people, such as ourselves and our livelihood.

"[You] have the decision-making power to take away most of what we have."

His pleas were delivered to hearing commissioner Bill Wasley and are on the back of a New Plymouth District Council proposal to rezone an area of land at Bell Block, known as Area Q, from rural to residential.

Whiting's farm is in Airport Drive and, despite it being in the rezoning area, it and the 400m around it are set to remain rural so the farm can continue to operate.

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While this is good news for the family, the rezoning of the land would be immediately triggered if the farm was to close or the family unable to get new consents when its current one runs out in 2025.

"We believe we will come under even more pressure from neighbours who have everything to gain from subdivision," Whiting said. "It could result in the Taranaki Regional Council and the New Plymouth District Council being presented with a barrage of unsubstantiated complaints of odour and noise from neighbours to try and close us down."

The family would also have a real fight on their hands to renew their consents beyond 2026 when they are scheduled to run out.

What he is calling for is the council to rezone his farm land to urban at the same time as one of the stages of rezoning the surrounding area.

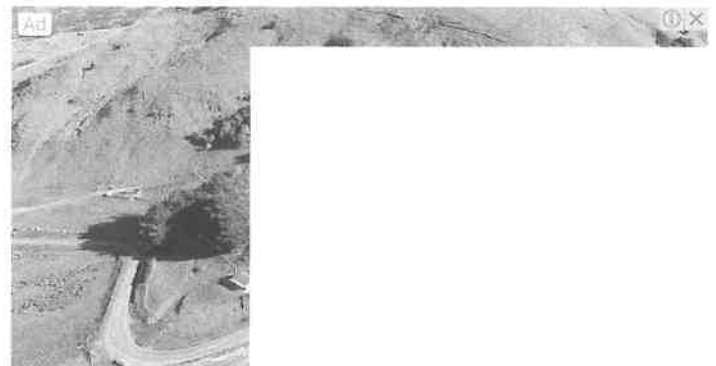
"We believe this the fairest way to achieve both the urban growth aspirations of the council and give us a realistic opportunity to relocate," he said.

This would mean the family could sell the land at a higher price as it would be for urban development and that would mean they could recoup some of their costs.

The farm, which is a contracted supplier to Tegel, is worth \$2.6 million and to relocate it is estimated to cost \$3.5m.

Whiting said the family was realistic and knew how difficult it was for planners to please everyone and come to a sensible solution.

TARANAKI DAILY NEWS TE KARERE



Farming Land For I

Farming Land For I

| ⁴ Wind Strength Scale | | |
|----------------------------------|--|---|
| Beaufort Force | Odour Intensity Level (1-6) ² | Specification on land |
| 0 | Calm | Smoke rises vertically. |
| 1 | Very Light | smoke drift but not by wind vanes. |
| 2 | Light breeze | ordinary wind vane moved by wind. |
| 3 | Gentle breeze | constant motion, wind extends light flag. |
| 4 | Moderate breeze | Wind raises dust and loose paper, small branches move. |
| 5 | Fresh breeze | crested wavelets on inland waters. |
| 6 | Strong breeze | whistling in telegraph wires, umbrellas used with difficulty. |

| ² Odour Intensity Scale | |
|------------------------------------|------------------|
| Intensity Level | Odour intensity |
| 1 | Very Weak |
| 2 | Weak |
| 3 | Distinct |
| 4 | Strong |
| 5 | Very strong |
| 6 | Extremely Strong |

| ¹ Odour Character Descriptors | | | |
|--|--------------------------|----|---------------------------|
| 1 | Fragrant | 21 | Like blood, raw meat |
| 2 | Perfumy | 22 | Rubbish |
| 3 | Sweet | 23 | Compost |
| 4 | Fruity | 24 | Silage |
| 5 | Bakery (fresh bread) | 25 | Sickening |
| 6 | Coffee-like | 26 | Musty, earthy, mouldy |
| 7 | Spicy | 27 | Sharp, pungent, acid |
| 8 | Meaty (cooked, good) | 28 | Metallic |
| 9 | Sea/marine | 29 | Tar-like |
| 10 | Herbal, green, cut grass | 30 | Oily, fatty |
| 11 | Bark-like, birch bark | 31 | Like gasoline, solvent |
| 12 | Woody, resinous | 32 | Fishy |
| 13 | Medicinal | 33 | Putrid, foul, decayed |
| 14 | Burnt, smoky | 34 | Paint-like |
| 15 | Soapy | 35 | Rancid |
| 16 | Garlic, onion | 36 | Sulphidic |
| 17 | Cooked vegetables | 37 | Dead animal |
| 18 | Chemical | 38 | Faecal (like manure) |
| 19 | Etherish, anaesthetic | 39 | Sewer odour |
| 20 | Sour, acrid, vinegar | 40 | Other(record description) |