

From: [Richard Allen \(Sustainable Dairying Specialist\)](#)
To: [Mailroom Mailbox](#)
Subject: Submission to Plan Change 1 to The HWRRP
Date: Thursday, 30 May 2019 5:56:34 PM
Attachments: [image001.jpg](#)
[Fonterra submission Hurunui Waiiau PC1.pdf](#)

Please find attached the Fonterra submission on PC 1 to the Hurunui Waiiau Plan.

Regards

Richard Allen

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E-signature



FONTERRA SUBMISSION ON THE PROPOSED PLAN CHANGE 1 TO THE HURUNUI AND WAIAU RIVER REGIONAL PLAN

To: Environment Canterbury
Submitter **Fonterra Co-operative Group Limited**

Contact: Richard Allen

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- I confirm that I am authorised on behalf of Fonterra to make this submission.
 - Fonterra wishes to be heard in support of this submission.
 - If other parties make similar submissions, Fonterra would consider presenting a joint case with those parties at the hearing.
 - Fonterra will not gain a trade competition advantage through this submission. Fonterra will be directly affected by adverse effects that will result if Plan Change 1 to the Hurunui and Waiau Rivers Regional Plan is confirmed in its current form. These adverse effects do not relate to trade competition or the effects of trade competition.

1. Introduction

- 1.1 Fonterra acknowledges the work that Environment Canterbury (Council) has undertaken in the preparation of Proposed Plan Change 1 to the Hurunui and Waiau Rivers Regional Plan (**PC 1**).
- 1.2 Fonterra has approximately 90 supplier farms in the Hurunui and Waiau Rivers catchments.
- 1.3 Fonterra generally supports the direction of the PC 1 but is concerned that the plan change does not contain sufficient safeguards to ensure that the risk of nutrient overallocation is adequately managed. Its support is therefore subject to the amendments that are outlined in this submission.

2. Relief sought

- 2.1 Fonterra seeks the following decision on submissions on PC 1:
 - (a) Retention, deletion or amendment of various provisions of the PC 1 as set out in **Appendix 1**.
 - (b) Such further or other consequential or alternative relief as may be necessary to fully give effect to the relief sought in this submission.

Richard Allen
Environmental Policy Manager
Fonterra

Dated: 30 May 2019

APPENDIX 1 - SPECIFIC SUBMISSIONS

#	PAGE NO.	PROVISION	SUPPORT / OPPOSE	COMMENTS	RELIEF SOUGHT
POLICIES					
1	3	Policy 5.3C	Oppose	<p>Proposed Policy 5.3C departs from the approach taken in the construction of Policy 5.3B by using the conjunctive “while” without indicating which limb of the policy has precedence or what bottom line obligations apply to low intensity dryland farming.</p> <p>While Fonterra supports operational flexibility for low intensity dryland farming in this catchment and in this plan (in acknowledgement of the particular challenges and constraints of Hurunui dryland farming systems), it considers it important that the policy framework creates clear boundaries to use and intensification that offer a high level of surety that in-stream nutrient limits will not be exceeded.</p>	<p>Amend Policy 5.3C as follows:</p> <p><i>To protect values, uses and the mauri of the Hurunui and Waiau Uwha Rivers and their tributaries, while <u>providing for a degree of operational flexibility recognising the comparatively small contribution of for dryland farming to in-river nutrient concentrations by allowing for the continued operation of low intensity dryland farms without resource consent provided that flexibility is limited to the extent necessary to ensure there will be no breach of the nutrient load limits set in Schedule 1.</u></i></p>
RULES					
2	7	Rule 10.2	Support in part	<p>Rule 10.2 (in combination with the amended definition of “<i>change in land use</i>”) makes any change to a “low intensity dryland farm” permitted without the need to operate within the nitrate-nitrogen limit or the Drinking Water Standard, provided the change does not cause the activity to fall outside the definition of “<i>low intensity dryland farming</i>”.</p> <p>This is justified (based on Fonterra’s reading of the s.32 Report) on the basis that changes in intensity of use that are plausible on dryland</p>	<p>Either:</p> <ol style="list-style-type: none"> make the change to the definition of “low intensity dryland farming” sought in this submission (Fonterra’s preferred outcome); or amend Rule 10.2 (and the definition of “change in land use”) so that a change in intensity of any low intensity dryland farming is permitted but only where the change would not result in an exceedance or further exceedance of the nutrient limits.

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				<p>farms, permissible under the definition of “low intensity dryland farming”, will not cause the nutrient limits to be breached.</p> <p>Fonterra does not consider that the rules (and in particular the definition - see submission below) are sufficiently stringent to ensure this outcome.</p>	
DEFINITIONS					
3	13	Definition of “low intensity dryland farming”	Oppose	<p>The definition allows for significant change in farming system and therefore a significant increase in potential nutrient loss.</p> <p>While Fonterra understands that Environment Canterbury has assessed such changes as “not plausible” in our opinion, such an assessment is limited and constrained by a focus on current market drivers.</p> <p>In particular the definition allows for an unlimited import to the farm of supplementary feed. It also allows for the establishment of feedlots (because such lots are not necessarily associated with a “hard stand area”).</p> <p>Similarly, the assumption that the full 10% of the potential winter grazing potential will not be taken up may not be soundly based and ought not be used as a basis for plan making</p>	<p>Amend that definition of “low intensity dryland farming” to address the matters raised in this submission including, as a minimum, making the following amendments:</p> <p><i>Means the use for a farming activity, where:</i></p> <ul style="list-style-type: none"> a. <i>no part of the property is irrigated; and</i> b. <i>the area of the property used for Winter Grazing is less than:</i> <ul style="list-style-type: none"> i. <i>10% of the area of the property, for any property between 100 hectares and 1000 hectares in area; or</i> ii. <i>100 hectares, for any property greater than 1000 hectares in area; and</i> b. <i>The farming activity does not include the farming of more than 25 weaned pigs or more than 6 sows, or the farming of poultry fowl at a stocking rate of more than 10 birds per hectare, up to a maximum of 1000 birds; and</i> c. <i>the farming activity does not include a component where livestock are confined on an area <u>without pasture or vegetative cover</u> or within a hardstand area for the purpose of intensive controlled feeding</i>

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					<p><i>with the purpose of encouraging high weight gain.</i></p> <p>d. <u>No more than 20% of the animal feed consumed (Dry Matter consumed) is imported on to the property. (i.e. at least 80% of DM consumed is grown on the property)</u></p> <p>Note, the figure of 20% (in d above) is indicative only and may need further investigation before inclusion in this definition. 20% imported feed aligns with the upper threshold for system 3 dairy farms.</p>
4	11	Definition of Dryland Farmer Collective agreement	Oppose in part	The definition provides no indication that the Collective will share information with the Regional Council. If the purpose of the Collective is to have members collectively record compliance with the Rule 10.1A (as the current definition suggests) then that information should be available to the regional council being the authority responsible for compliance matters	Amend the definition of Dryland Farmer Collective Agreement to clarify that the information gathered by the Collective will be shared with the Regional Council to allow credible compliance monitoring of Rule 10.1A
SCHEDULES					
5	16	Schedule 2A	Oppose in part	While Schedule 2A requires Dryland Farmer Collective Agreements to require members to report on the extent of Winter Grazing, it does not require Members to report on the extent of feed brought onto farms. Fonterra is concerned that the extent of brought on feed will be determinative of stock rates able to be sustained and hence nutrient loss levels. It is a farm input that therefore needs to be controlled for the rule to deliver on the objectives and policies. That is not possible unless information is required to be	Amend clause 4 of Schedule 2A as follows: <p>4. A statement of the actions that will be undertaken by the individual land managers ('the Members') who commit to the Collective, including as a minimum:</p> <p>i. The requirement for Members to report annually, to the Collective, on:</p> <ul style="list-style-type: none"> • individual property area, and • the area of each property used for Winter Grazing; and

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				supplied.	<ul style="list-style-type: none">• <u>the proportion of the feed budget that comprises feed brought onto the property.</u>