

BEFORE THE HEARINGS PANEL SOUTHLAND REGIONAL COUNCIL

REGARDING WOLDWIDE RUNOFF REFERRED TO IN APPLICATIONS

APP20191052 and APP20191140

SPEAKING IN SUPPORT OF OUR SUBMISSION RELATING TO MERRIBURN

1 Introduction

- 1.1 My name is Joanne Flett
- 1.2 I am a partner in the Merryburn Partnership which owns the Merriburn property that is leased to Woldwide Runoff.

2 Background of my involvement with Merriburn

- 2.1 My parents purchased the first block of Merriburn in 1992, then added to it in 2000 and 2001. They then sold Merriburn to my brother and I in 2008. We formed the Merryburn partnership which included my sister in law Sue Flett.
- 2.2 The partnership leased the property to a sharemilking company, that was 65% owned by my brother and sister in law and was used as a runoff for their dairy farms.
- 2.3 My brother died in 2015 and over the next year the sharemilking company struggled to continue so the decision was made to terminate the lease.
- 2.4 In October 2016 the property was leased to the Woldwide Runoff company owned by the de Woldes.

3 Leasing to Woldwide Runoff

- 3.1 When the de Woldes took over the lease, the property required some work.
- 3.2 Straight away they made improvements and tidied up the farm.
- 3.3 They arranged for Sam Dixon from Environment Southland to visit the farm to discuss winter grazing requirements and fencing of water ways. As a result quite a bit of permanent fencing was done of the water ways. We acknowledge for the water ways mentioned in the revised Phosphorous mitigation Tiaki plan for Merriburn, temporary fencing is no longer acceptable and will require permanent fencing.
- 3.4 We have found the de Woldes good stewards of our land and have a good working relationship with them.

4 Woldwide Applications

- 4.1 As stated in our submission our position is neutral regarding the Woldwide applications.
- 4.2 Under the "Staff Report for Hearing", tables 5.15.22 and 5.15.23 state that Merriburn is owned by Woldwide Run off which is not correct. It is owned by myself and Sue Flett.
- 4.3 The inference that I gain from the Staff report is that Merriburn is included in the landholding because the de Wolds may somehow use Merriburn to offset their consent conditions on other properties.
- 4.4 Apart from the fact that Merriburn is a considerable distance from the dairy platforms, it is not owned by the de Wolds nor is it totally controlled by the de Wolds. The lease agreement and the Deed of Variation set out the conditions under which they must farm Merriburn. These conditions include:
 - 4.4.1 Accepted environmental good management practices will be followed by the leasee.

- 4.4.2 All reasonable steps will be taken to carry out the Phosphorous Mitigation plan written by Tiaki Sustainable Dairying.
- 4.4.3 We will fence off the water ways Foats Stream, Fenham Creek (Central Section), and Buckton Creek Tributary as outlined on pages 7, 10-16 of the Phosphorous Mitigation Plan
- 4.5 This clearly shows the controls are already there and Merriburn does not need to be included in the Landholding and hence the consent, to ensure good farming practices are followed.
- 4.6 The Lease agreement has no right of renewal and ends in October 2021.
- 4.7 I would like to point out that under the Draft Consent Conditions for Land Use on Woldwide Runoff, numbers 88 and 90 both refer to Fenham Creek tributary. I'm assuming that number 88 refers to the central section of Fenham creek that runs through Merriburn and number 90 refers to the north section of Fenham creek that runs through Merrivale. However this is unclear and needs clarification.

5 Our concerns

- 5.1 As owners of Merriburn we are concerned about the future of our property.
- 5.2 If Merriburn is included in the de Wolde Landholding for consent purposes, what does this mean for Merriburn when the lease expires (in 2 years' time), particularly suspecting a nutrient baseline will be required for limit setting
- 5.3 This could put us at a disadvantage when the lease expires as other runoffs are not under the same consent conditions.

6 Our request of the Commissioners

- 6.1 We would like the Commissioners to exclude Merriburn from the Landholding in these applications.
 - 6.1.1 We believe the lease agreement and the Deed of Variation covers the requirements needed to meet the consent conditions therefore in our opinion there is no need to include Merriburn in the Landholding.

7 Summary

- 7.1 As owners we are concerned about the future position of Merriburn.
- 7.2 We would like Merriburn excluded from the Landholding as:
 - 7.2.1 The lease agreement covers the requirements needed to meet the consent conditions
 - 7.2.2 The de Woldes have demonstrated they are good stewards of our land.