

Steve O'Donoghue

From: [REDACTED]
Sent: Wednesday, 14 February 2018 12:05 PM
To: Steve O'Donoghue
Subject: RE: Contact details
Attachments: SIGNED KepcoLetter_February2018.pdf

Dear Stephen,

As discussed, we received a letter from Kepco proposing a meeting to discuss an agreement for compensatory water in the event that the mine goes ahead and we lose our water on the property "Budden".

Our response to the Kepco letter is attached.

We are concerned with the practicality and speed with which water can be provided to "Budden" by Kepco in the event that the water is lost on "Budden". We cannot see the mechanism by which we could get the water supplied if we lost our water, let alone where the water will come from. We will need water within a few days if we lose water and Kepco has not detailed the process to be followed for us to receive water, where it will come from nor how long it will take.

These are real practical questions that Kepco have not addressed anywhere.

Further, if we lose water on "Budden", Kepco should be required to stop pumping until the water on "Budden" returns to maintain the existing natural aquifer.

Any agreement between Timnath Pty Limited and Kepco must ensure two (2) things in the event that water is lost on "Budden":

1. Kepco provides water for stock and irrigation on "Budden" within 2 days of any loss of water on "Budden";
and
2. Immediately water is lost on "Budden", Kepco must stop pumping until the naturally available water on "Budden" is restored in the existing aquifer.

Kepco needs to replace the water lost from the aquifer, rather than merely provide compensatory water.

Certainty of our ongoing farming business on "Budden" requires that Kepco must maintain the existing aquifer on "Budden" and not avoid their obligations by hiding behind a "compensatory water agreement".

Finally, any agreement regarding water on "Budden" must be between Kepco, Timnath Pty Limited and the Crown before any license is granted to ensure that our bargaining power is equal to that of Kepco and that a stop pump order can be enforced by the Crown. We will have no bargaining power if the licence is granted before any agreement is made.

Please ensure that the Planning Assessment Commissioner's receive a copy of this e-mail and the attached letter to Kepco.

Yours faithfully,

[REDACTED]

From: Steve O'Donoghue [mailto:Stephen.ODonoghue@planning.nsw.gov.au]
Sent: Wednesday, 14 February 2018 12:00 PM
To: John Weaver <jweaver@interflow.com.au>
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Stephen O'Donoghue

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