

**AGREEMENT REGARDING THE CITY OF DRIPPING SPRINGS’
APPLICATION NO. WQ001448803 FOR A TPDES PERMIT**

The City of Dripping Springs, Texas (“Dripping Springs”), the City of Austin (“Austin”), _____, and _____ enter this Agreement concerning Dripping Springs’ application for a Texas Pollutant Discharge Elimination System (“TPDES”) permit from the Texas Commission on Environmental Quality (“TCEQ”).

RECITALS

WHEREAS, in 2015, Dripping Springs submitted an application, TPDES No. WQ0014488003, to the TCEQ requesting a permit to allow discharge of treated wastewater at a volume not to exceed 995,000 gallons per day to the Onion Creek Watershed; and

WHEREAS, in 2016, TECQ issued a draft permit that would authorize Dripping Springs to discharge up to 995,000 gallons per day of treated wastewater into a tributary known as Walnut Springs that feeds into Onion Creek; and

WHEREAS, Dripping Springs, Austin, _____ agree Onion Creek, as it concerns algae, is in an oligotrophic state; and discharges into Onion Creek should be minimized to allow the algae to remain in an oligotrophic state; and

WHEREAS, Dripping Springs intends to beneficially reuse the effluent generated from its wastewater treatment facility as evidenced by its contracts with surrounding developments, its ordinance that promotes beneficial reuse, and commitment to maintain its existing drip fields (“Reuse Program”); and

WHEREAS, Dripping Springs, Austin, _____ agree that beneficial reuse of effluent promotes conservation of raw water resources and protects natural resources consistent with sustainable economic development; and **NOW, THEREFORE**,

AGREEMENT

The Parties agree as follows

1. Purpose and Goal of the Agreement: The purpose and goal of this Agreement is to protect the water quality of Onion Creek from adverse impacts from Dripping Springs’ discharge of treated wastewater effluent and to eliminate the need to discharge effluent into Walnut Springs and Onion Creek.
2. Beneficial Reuse of Effluent:
 - a. Dripping Springs will maximize its beneficial reuse of effluent so that it will not be necessary to discharge its treated wastewater effluent into Walnut Springs and Onion Creek.

b. Dripping Springs will reuse the effluent that results from its treatment of wastewater as set out below:

- i. Dripping Springs will sell or otherwise provide wastewater to surrounding residential and commercial developments consistent with their stated reuse program including, but not limited to: Caliterra and Howard Ranch; and
- ii. Dripping Springs will phase its reuse program such that minimum irrigable area and effluent storage are maintained as set forth below:

Phase	Max wastewater produced (GPD)	Minimum Total Irrigable Area (ac)	Minimum Total Effluent Storage (gal)
1	399,000	199.27	24,059,837
2	497,500	224.27	24,059,837
Final Phase	995,000	372.27	36,059,837

iii. Dripping Springs will design effluent storage holding ponds that meet the minimums described in 2(b)(ii) and will operate the holding ponds to eliminate discharges into Walnut Springs and Onion Creek.

- c. Dripping Springs will encourage beneficial reuse of its effluent by its utility customers and citizens.
 - d. Dripping Springs will utilize its ordinance that requires development to reuse its effluent.
3. Reports. Prior to the start of each phase of the permit, Dripping Springs will provide Austin, _____, and _____ with evidence that it has secured the minimum total irrigable area as set forth in 2(b)(ii) and has constructed or will operate holding ponds that will accommodate the minimum total effluent storage as set forth in 2(b)(ii).
4. Contested Case Hearing. Because of Dripping Springs' commitments and agreements to beneficially reuse the effluent that results from its treatment of wastewater, Austin and _____ will not protest Dripping Springs' request for the TPDES permit described in this Agreement in a contested case hearing or other proceeding related to issuing the permit.