

**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, Texas (“Austin”), and Alfredalbert, LLC, a Texas limited liability company (“Alfredalbert”) (collectively the “Parties”) 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, on October 20, 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 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; and

WHEREAS, Dripping Springs, Austin, and Alfredalbert 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. 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 minimize the need to discharge effluent into Walnut Springs and Onion Creek;
2. Dripping Springs agrees that its beneficial reuse infrastructure, at all times, will consist of:
(a) at least 25 acres of irrigable land that are under Dripping Springs’ Complete Operational Control, (b) at least 174 acres of irrigable land controlled by others, and (c) effluent storage with a total capacity of 12 million gallons that are under Dripping Springs’ Complete Operational Control;¹

¹ In this Agreement, “beneficial reuse infrastructure” means infrastructure that is fully constructed and operational and that allows for beneficial use of Dripping Springs’ treated effluent; “irrigable land” means land that can be irrigated with Dripping Springs’ treated effluent; and “complete operational control” means the ability to make all decisions regarding the management of the beneficial reuse infrastructure.

3. Dripping Springs agrees to maximize beneficial reuse such that discharges would only occur if (a) irrigable land is frozen or saturated due to chronic wet weather conditions or frozen soil, (b) unplanned or unforeseen operational or maintenance issues associated with the beneficial reuse infrastructure or the wastewater system, or (c) an act of God;
4. Dripping Springs agrees it will not engage in comingling of effluent and other water in beneficial reuse infrastructure that is under Dripping Springs' Complete Operational Control;
5. The Parties agree that the term of this Agreement is the life of the permit through 995,000 gallons per day;
6. Austin and Alfredalbert agree they will not protest the Dripping Springs' discharge application filed on October 20, 2015 (the "Application");
7. Austin and Alfredalbert agree they will not provide financial or technical support to any person or entity that obtains standing to contest the Application. The Parties agree it is not a violation of this Agreement if an employee, agent, or contractor of the City of Austin is called to testify or provide documents pursuant to a subpoena or responds to a request for Public Information as required by Chapter 552 of the Texas Government Code;
8. Dripping Springs agrees that any beneficial reuse contract it approves will support the purpose and goal of this Agreement; and
9. Dripping Springs agrees to provide Austin and Alfredalbert a signed copy of any beneficial reuse contract it approves.

[SIGNATURES FOLLOW]

CITY OF DRIPPING SPRINGS, TEXAS

Attest:

City Secretary

By: _____
Todd Purcell, Mayor

Date: _____

STATE OF TEXAS
COUNTY OF _____

This instrument was executed by **Todd Purcell** before me on this the ____ day of _____, 2017.

Notary Public, State of Texas

CITY OF AUSTIN, TEXAS

Approved as to form:

Assistant City Attorney

By: _____
Elaine Hart, Interim City Manager

ALFREDALBERT, LLC.

By: _____
Valerie Vogler-Stipe