



# UTILITY COMMISSION REGULAR MEETING

City of Dripping Springs

Council Chambers, 511 Mercer St, Dripping Springs, TX

Wednesday, April 14, 2021 at 4:00 PM

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## VIDEOCONFERENCE MEETING

*This meeting will be held via videoconference and the public is encouraged and welcome to participate. Public comment may be given during the videoconference by joining the meeting using the information below. Public comment for this meeting may also be submitted to the City Secretary at [acunningham@cityofdrippingsprings.com](mailto:acunningham@cityofdrippingsprings.com) no later than 4:00 PM on the day the meeting will be held.*

*The Utility Commission respectfully requests that all microphones and webcams be disabled unless you are a member of the Commission. City staff, consultants and presenters, please enable your microphone and webcam when presenting to the Commission.*

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## Agenda

### MEETING SPECIFIC VIDEOCONFERENCE INFORMATION

***Join Zoom Meeting***

<https://us02web.zoom.us/j/85450134570?pwd=bjVLUkpoS0llak1qbm5rbzRmaGdMUT09>

***Meeting ID:*** 854 5013 4570

***Passcode:*** 010232

***Dial Toll Free:***

877 853 5257 US Toll-free

888 475 4499 US Toll-free

***Find your local number:*** <https://us02web.zoom.us/j/85450134570>

***Join by Skype for Business:*** <https://us02web.zoom.us/skype/85450134570>

### CALL TO ORDER

**Commission Members**

Jim Langford, Chair

Chuck Miller, Vice Chair

Meghan Lind

Roger Kew

Jeff Freeman

**Staff, Consultants & Appointed/Elected Officials**

Deputy City Administrator Ginger Faught

Public Works Coordinator Aaron Reed  
Building Official/Utilities Coordinator Sarah Cole  
Special Counsel David Tuckfield

## **PRESENTATION OF CITIZENS**

*A member of the public who desires to address the Commission regarding any item on an agenda for an open meeting may do so at presentation of citizens before an item or at a public hearing for an item during the Commission's consideration of that item. Citizens wishing to discuss matters not contained within the current agenda may do so, but only during the time allotted for presentation of citizens. Speakers are allowed two (2) minutes to speak during presentation of citizens or during each public hearing. Speakers may not cede or pool time. Members of the public requiring the assistance of a translator will be given twice the amount of time as a member of the public who does not require the assistance of a translator to address the Commission. It is the request of the Commission that members of the public wishing to speak on item(s) on the agenda with a noticed Public Hearing hold their comments until the item(s) are presented for consideration. Speakers are encouraged to sign in. Anyone may request a copy of the City's policy on presentation of citizens from the city secretary. By law no action may be taken during Presentations of Citizens.*

## **BUSINESS**

- 1. Update and discussion regarding Water and Wastewater facility activities.**
- 2. City Council Activities Report**  
*Commissioner Jeff Foreman*
- 3. Discuss and consider possible action regarding the Draft Wastewater Effluent Reuse Planning Manual.**

## **EXECUTIVE SESSION**

*The Utility Commission for the City of Dripping Springs has the right to meet in executive session at any time during the course of this meeting to discuss any matter as authorized by Texas Government Code Sections 551.071 (Consultation with City Attorney), 551.072 (Deliberations about Real Property), 551.073 (Deliberations about Gifts and Donations), 551.074 (Personnel Matters), 551.076 (Deliberations about Security Devices), and 551.086 (Economic Development). The Utility Commission for the City of Dripping Springs may act on any item listed in Executive Session in Open Session or move any item from Executive Session to Open Session for action.*

- 4. Consultation with Attorney regarding legal issues related to Wastewater Discharge Permit, related permits, and current related litigation in *SOS v. TCEQ* in the 459th Judicial District Court of Travis County and related development, financial, and utility issues.** *Consultation with City Attorney, 551.071*

## **UPCOMING MEETINGS**

### **Utility Commission Meetings**

May 12, 2021 at 4:00 p.m.

June 9, 2021 at 4:00 p.m.

July 14, 2021 at 4:00 p.m.

**City Council Meetings**

April 20, 2021 at 6:00 p.m.

May 11, 2021 at 6:00 p.m.

May 18, 2021 at 6:00 p.m.

**ADJOURN**

**TEXAS OPEN MEETINGS ACT PUBLIC NOTIFICATION & POSTING OF MEETING**

*All agenda items listed above are eligible for discussion and action unless otherwise specifically noted. This notice of meeting is posted in accordance with Chapter 551, Government Code, Vernon's Texas Codes. Annotated. In addition, the Commission may consider a vote to excuse the absence of any Commissioner for absence from this meeting.*

*Due to the Texas Governor Order, Hays County Order, City of Dripping Due to the current Public Health Emergency and guidance from the Texas Governor including the current Disaster Declarations by the Governor and the City of Dripping Springs, and Center for Disease Control guidelines related to COVID-19, the City will continue with meetings conducted through videoconferencing. Texas Government Code Sections 551.045; 551.125; and 551.127.*

*I certify that this notice of meeting was posted at the City of Dripping Springs City Hall and website, [www.cityofdrippingsprings.com](http://www.cityofdrippingsprings.com), on **April 9, 2021 at 1:00 p.m.***

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City Secretary

*This facility is wheelchair accessible. Accessible parking spaces are available. Requests for auxiliary aids and services must be made 48 hours prior to this meeting by calling (512) 858-4725.*

# **THE CITY OF DRIPPING SPRINGS**

## **WASTEWATER EFFLUENT REUSE PLANNING MANUAL**

**April 5, 2021**

# TABLE OF CONTENTS

**INTRODUCTION ..... A**

Current Version April 5, 2021

**OBLIGATIONS ..... B**

Current Version April 5, 2021

**BENEFICIAL REUSE INFRASTRUCTURE ..... C**

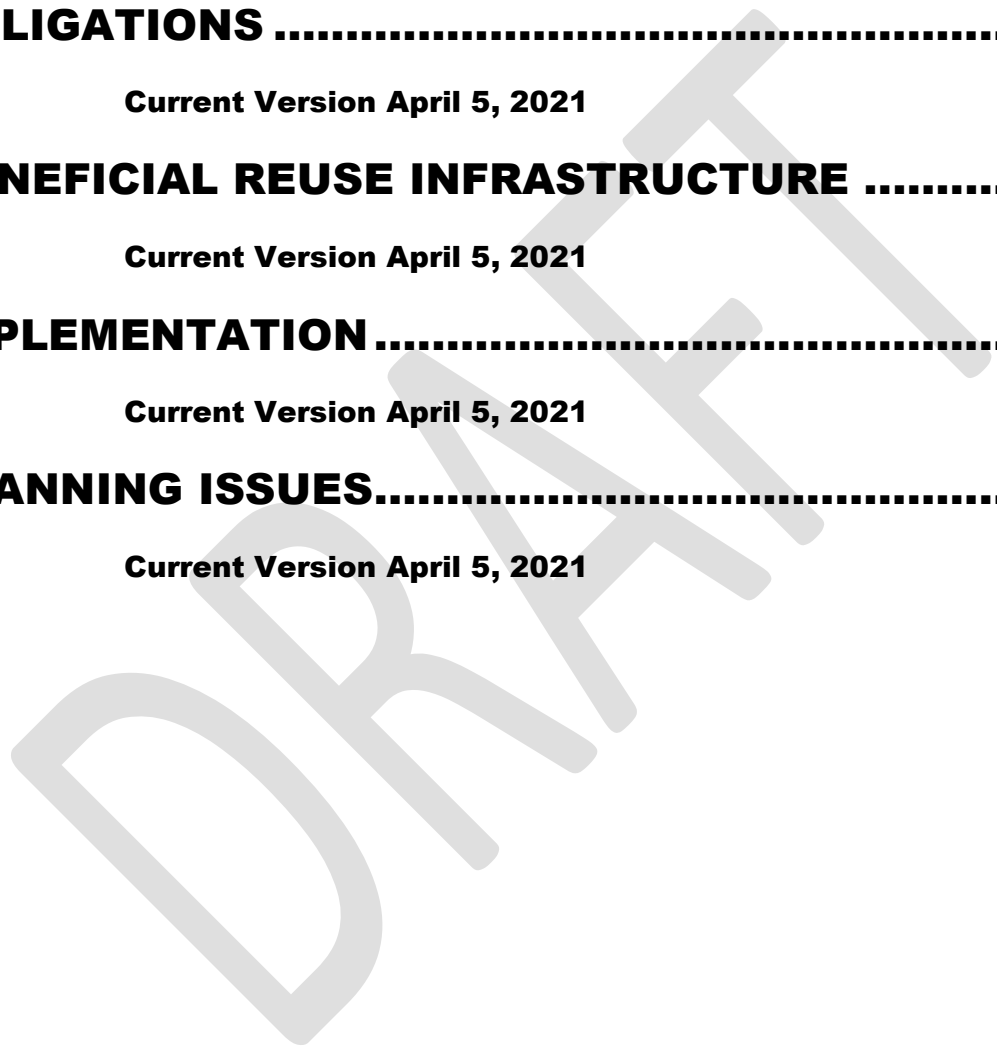
Current Version April 5, 2021

**IMPLEMENTATION ..... D**

Current Version April 5, 2021

**PLANNING ISSUES..... E**

Current Version April 5, 2021



## **INTRODUCTION**

On May 6, 2019, the Texas Commission on Environmental Quality (“TCEQ”) issued the City of Dripping Springs (“the City”) Texas Pollutant Discharge Elimination Systems (“TPDES”) Permit No. WQ0014488003 (hereafter “Discharge Permit”), which allows the discharge of 822,500 gallons per day of treated effluent.

Despite issuance of a discharge permit, the City is committed to maximizing beneficial reuse of treated effluent so that it may conserve potable water and groundwater resources and so that it can avoid any discharge of treated effluent. To this end, the City has entered into contracts that implicate beneficial reuse and has executed settlement agreements with those that opposed issuance of the Discharge Permit. The purpose of this Reuse Planning Manual, therefore, is to assist with compliance with the various contracts and agreements, and to provide guidance for maximizing beneficial reuse.

It is anticipated that this Reuse Planning Manual will be revised from time to time to take into account lessons learned from experience, and to accommodate new realities that may not currently be anticipated. Consequently, this Reuse Planning Manual is divided into separate sections and each section may be revised at a different time from other sections, as needed.

The primary goals of the City’s reuse program are as follows:

- 1) Comply with the Permit;
- 2) Comply with contractual obligations;
- 3) Maximize beneficial reuse of treated effluent; and
- 4) Avoid discharges of treated effluent.

It is not the purpose of the Reuse Planning Manual to provide a step-by-step guide for an operator of the wastewater plant or the reclaimed water system, but instead to provide guidance to City decision makers and planners to pursue the primary goals set-forth above.

## **OBLIGATIONS**

### **I. State and Local Requirements**

Although the State of Texas does not require beneficial reuse, there are some relevant beneficial reuse provisions in the regulations and the TPDES which should be taken into account.

The rules in Title 30 Texas Administrative Code, Chapter 210 apply to producers, providers, and users of reclaimed water. Not all of the requirements found in that Chapter will be repeated here. An experienced operator should be aware of and comply with these requirements.

In addition the City has adopted ordinances that apply to reclaimed water at Article 20.06, Division 2 of the City's Code of Ordinances. Not all of the requirements found in that Division will be repeated here. An experienced operator should be aware of and comply with these requirements.

For purposes of this Reuse Planning Manual the City should assure that the following are in-place:

- 1) A Class A Operator responsible for implementing the City's Reuse Program;
- 2) Written approval from TCEQ for any users of reclaimed water;<sup>1</sup>
- 3) Reclaimed water agreements with any users of reclaimed water.

These requirements are incorporated into the "Implementation" Section of this Manual.

The TPDES Permit does not impose any requirements on reclaimed water. It does, however, state that Ammonia Nitrogen, Total Phosphorus, and Total Nitrogen discharge limitations and monitoring requirements do not apply when using reclaimed water that is not discharged to water in the state.

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<sup>1</sup> The City must submit Form TCEQ-20427 to apply for reuse by another party.

## II. Settlement Agreements

There are two settlement agreements related to reclaimed water:

- 1) The Agreement with an effective date of November 3, 2017 between the City of Dripping Springs, Texas and the Lower Colorado River Authority concerning Dripping Springs' application for a Texas Pollutant Discharge Elimination System ("TPDES") permit No. WQ0014488003 from the Texas Commission on Environmental Quality ("TCEQ"), as amended. Hereafter referred to as the "LCRA Agreement."
- 2) The Agreement Regarding between the City of Dripping Springs' Application N. WQ001448803 For a TPDES Permit by and between the City of Dripping Springs, Texas ("the City"), Save Barton Creek Association ("SBCA"), Protect Our Water, Inc. (POW"), Richard Beggs (an individual), Sarah Beggs (an individual), Barton Springs Edwards Aquifer Conservation District ("BSEACD"), Hays Trinity Groundwater Conservation District ("HTGCD"), Alfredalbert, LLC ("Alfredalbert"), Umari Partners, LP. ("Umari"), Reed Burns (an individual), and RPC Investments, LLC ("RPC"). Hereafter referred to as the "Protestant Agreement".

These two Settlement Agreements impose numerous requirements on beneficial reuse infrastructure. Those infrastructure requirements are discussed in detail in the "Beneficial reuse Infrastructure" Section of this Reuse Planning Manual.

In addition to the infrastructure requirements, the following requirements also apply (all of these requirements are incorporated into the plans in the "Implementation" Section of this Manual:

- 1) LCRA Agreement:
  - a. When there is a discharge from a permitted outfall into Walnut Springs, the City must determine whether such discharge was avoidable or unavoidable pursuant to the LCRA Agreement. At various stages of the operation of the facilities authorized by the TPDES Permit, the City must calculate an "Unacceptable Discharge Percentage" and adjust its beneficial reuse infrastructure in an amount that is equal to the Unacceptable Discharge Percentage.<sup>2</sup> The details regarding this calculation are set forth in the "Implementation" Section of this Manual.

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<sup>2</sup> LCRA Agreement at ¶ 3(b).



- b. The City must encourage Beneficial Reuse of its effluent by its utility customers and citizens.<sup>3</sup>
- c. The City must utilize its ordinance that requires development to reuse its effluent or pay a fee for reuse projects.<sup>4</sup> This fee is specified by Chapter 22, Article 22.06.007(c)(2) of the City’s Code of Ordinances.
- d. When daily average flows for three consecutive months exceeds 75 percent of the capacity of the current Stage, the City will initiate planning to increase the available Beneficial Reuse Infrastructure.<sup>5</sup>
- e. The City will use its best efforts to minimize occurrence of discharge to Walnut Springs by discharging only in specified circumstances.<sup>6</sup>
- f. The City will maintain reports and records to show compliance.<sup>7</sup>

2) Protestant Agreement:

- a. The City agrees that it will not Discharge any treated effluent into Walnut Springs or Onion Creek up to 399,000 of the Wastewater Plant capacity.<sup>8</sup>
- b. The City will prepare or have prepared an Emergency Spill & Discharge Prevention Plan to supplement Section 6 of LCRA Agreement.<sup>9</sup>
- c. The City will provide notification to the Non-City Parties as follows: (a) the City will provide 8 hours’ notice prior to any planned Discharge; (b) The City will provide 12 hours’ notice after an unplanned Discharge; (c) The City will provide notice promptly when total Dedicated Storage of treated effluent is at full capacity. Notice provided by this paragraph shall be provided via email to the e-mail addresses as specified in the Notice section of this Agreement.<sup>10</sup>

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<sup>3</sup> LCRA Agreement at ¶ 3(c).

<sup>4</sup> LCRA Agreement at ¶ 3(d).

<sup>5</sup> LCRA Agreement at ¶ 4.

<sup>6</sup> LCRA Agreement at ¶ 6.

<sup>7</sup> LCRA Agreement at ¶ 6.

<sup>8</sup> Protestant Agreement at ¶ C.

<sup>9</sup> Protestant Agreement at ¶ F(1)

<sup>10</sup> Protestant Agreement at ¶ F(3).

- d. POW has a “first right of refusal”, at its sole cost, to accept treated effluent from the Wastewater Plant or prior to a planned Discharge.<sup>11</sup>
- e. The City will use its best effort to have a loading station approved by TCEQ for Beneficial Reuse.<sup>12</sup>

### **III. Utility Agreements**

The following Utility Agreements implicate reclaimed water and beneficial reuse infrastructure:

- 1) Caliterra Agreement (Second Amended Wastewater Service and Impact Fee Agreement by and among the City of Dripping Springs and Hays County Development District No. 1, Development Solutions CARTER, LLC and Development Solutions CAT, LLC) (effective April 13, 2014).
  - a. Caliterra Agrees to:
    - 1. Take and use as much beneficial reuse water as the City desires that District take and use (but not to exceed an amount that will provide a reasonable margin of safety to ensure compliance with any applicable laws, rules, or statutes) during the time that the Chapter 210 beneficial reuse water is provided without charge.<sup>13</sup>
  - b. City agrees to:
    - 1. Provide reclaimed water without any additional charges for a period of seven (7) years after issuance of the Chapter 210 authorization and the completion of construction of the facilities for the discharge permit and after operation of the System has commenced.<sup>14</sup>
    - 2. Provide reclaimed water without any charge for as long as such water is beneficially used on parks or areas open to the public.<sup>15</sup>
  - c. Construction of irrigation fields:
    - 1. To the extent that the City desires a particular phase of the irrigation system to be constructed before the District so desires, the District shall design and construct and the City shall fund the design and construction of that phase of the irrigation system and the City shall receive reimbursement (on a phase by phase basis) from the District in accordance with the allocations as set-forth on Exhibit B of the

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<sup>11</sup> Protestant Agreement at ¶ F(5).

<sup>12</sup> Protestant Agreement at ¶ F(6).

<sup>13</sup> Caliterra Agreement at ¶ 2.4.

<sup>14</sup> Caliterra Agreement at ¶ 2.4.

<sup>15</sup> Caliterra Agreement at ¶ 2.4.

Agreement within 45 days from the time that the District first obtains capacity from the phase that was initially funded by the City.<sup>16</sup>

- 2) Heritage Agreement (Wastewater Service and Impact Fee Agreement by and between the City of Dripping Springs and SLF IV - Dripping Springs JV, L.P. (effective date of October 17, 2017)).
  - a. Heritage agrees to:
    1. Build a wastewater effluent pipeline if TLAP Amendment 2 is final and non-appealable or the Discharge Permit is final and non-appealable.<sup>17</sup>
      - (i) This obligation disappears if City doesn't get discharge permit within 7 years (October 17, 2024).
  - b. The City agrees to:
    2. Fund and do conversion to a 210 line.<sup>18</sup>
    3. Provide Owner reclaimed water free of charge for 3 years after water becomes available.<sup>19</sup> In years 3-6, rates can't be greater than 75% potable water rates.<sup>20</sup>
    4. Obtain Section 210 approval.<sup>21</sup>
    5. Use best efforts to provide Heritage with 210 water in the event of shortage up to 60,000 gpd.<sup>22</sup>
- 3) Howard Agreement (Reclaimed Water Agreement between the City of Dripping Springs and Howard Land & Cattle, Ltd., effective August 1, 2016 until August 1, 2046).
  - a. Howard agrees to:
    1. Accept, store and use reclaimed water.<sup>23</sup>
    2. Maximize its use of Reuse Water (but never to exceed an amount that will provide a reasonable margin of safety to ensure compliance with any Applicable Laws) so long as such Reclaimed Water is made available.<sup>24</sup>
  - b. The City agrees to:
    3. Provide reclaimed water free of charge.<sup>25</sup>

<sup>16</sup> Caliterra Agreement at ¶ 2.4.

<sup>17</sup> Heritage Agreement at ¶¶ 2.4, §2.6, §2.8(c). The cost to Heritage is capped at \$2,660,054 (¶ 2.4(b)). If the cost exceeds the payment cap – City and Heritage splits costs above cap (but City's excess is capped at \$200,000).

<sup>18</sup> Heritage Agreement at ¶ 2.7.

<sup>19</sup> Heritage Agreement at ¶ 2.7.

<sup>20</sup> Heritage Agreement at ¶ 2.7.

<sup>21</sup> Heritage Agreement at ¶ 2.7.

<sup>22</sup> Heritage Agreement at ¶ 2.7.

<sup>23</sup> Howard Agreement at 1.

<sup>24</sup> Howard Agreement at ¶2.

<sup>25</sup> Howard Agreement at ¶6.

- 4) Driftwood (Reclaimed Water Agreement between the City of Dripping Springs, Texas and Driftwood Conservation District/Driftwood Austin, LLC, effective January 8, 2019)
- a. Driftwood agrees to:
    1. Construct the infrastructure needed to transport the Reclaimed Water to the Point of Delivery.<sup>26</sup>
    2. Construct or provide a storage pond or more than one pond that will store at least 15 million gallons of Reclaimed Water.<sup>27</sup>
    3. Identify and utilize a minimum of 130 acres that the Driftwood Development will irrigate with Reclaimed Water.<sup>28</sup>
    4. Use Reclaimed Water as its primary source for irrigation.<sup>29</sup>
  - b. The City agrees to:
    1. To construct all improvements necessary to treat its effluent.<sup>30</sup>
    2. To construct any pump station needed to deliver the Reclaimed Water to the Point of Delivery.<sup>31</sup>
    3. Facilitate acquisition of and/or acquire (which may include using the City’s condemnation powers) the right of way needed to transport the Reclaimed Water to the Point of Delivery.<sup>32</sup>
    4. Install the meters (or alternative measurement devices approved by City) at City’s sole expense.<sup>33</sup>
    5. “[P]rovide as much Reclaimed Water as it is reasonably able.”<sup>34</sup>

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<sup>26</sup> Driftwood Agreement at ¶ 6.

<sup>27</sup> Driftwood Agreement at ¶ 6. The Driftwood Agreement specifically provides that the “Ponds shall reserve at least 15 million gallons of capacity for Reclaimed Water storage only and . . . will be under the City’s Complete Operational Control.” The pond(s) will also be “dedicated” to treated effluent.

<sup>28</sup> Driftwood Agreement at ¶ 6.

<sup>29</sup> Driftwood Agreement at ¶ 6.

<sup>30</sup> Driftwood Agreement at ¶ 6.

<sup>31</sup> Driftwood Agreement at ¶ 6.

<sup>32</sup> Driftwood Agreement at ¶ 6.

<sup>33</sup> Driftwood Agreement at ¶ 8(d).

<sup>34</sup> Driftwood Agreement at ¶ 8(d). This obligation is “subject to contracts or agreements to provide Reclaimed Water to other projects that the City has executed and that was effective prior to the effective date of this Agreement.” *Id.*

POND<sup>1</sup>

Trigger	LCRA Agreement	Protestant Agreement	Minimum Requirement
Start	Effluent Storage with a total capacity of 12 million gallons that are under the City's Complete Operational Control.	“the City will have access to 12 million gallons of storage (which may be commingled with other water). “	12 million gallons under City’s Complete Operational Control. <sup>2</sup>
200,000	Evaluate “Unacceptable Discharge Percentage” – may need increase based on evaluation	No change	Unless evaluation demonstrates problem, no change.
399,000	Evaluate “Unacceptable Discharge Percentage” – may need increase based on evaluation	“total Dedicated Storage in the amount of 20 million gallons”  “[T]he City will have access to 16 acres of specifically identified property (through leases, options to purchase, or purchased properties) that will be reserved for the construction of storage ponds, tanks or similar storage facilities.”	Dedicated Storage in the amount of 20 million gallons (unless evaluation demonstrates problem).  “[T]he City will have access to 16 acres of specifically identified property (through leases, options to purchase, or purchased properties) that will be reserved for the construction of storage ponds, tanks or similar storage facilities”
497,500	Evaluate “Unacceptable Discharge Percentage” – may need increase based on evaluation	No change	No change (unless evaluation demonstrates problem)

<sup>1</sup> When daily average flows for three consecutive months exceeds 75 percent of the capacity of the current Stage, Dripping Springs will initiate planning to increase the available Beneficial Reuse Infrastructure. LCRA Agreement at ¶ 4.

<sup>2</sup> **"Complete Operational Control"**: The ability to make all decisions regarding the management of Beneficial Reuse. With respect to Effluent Storage, it means the ability to determine how much treated effluent will be stored in that facility and when effluent should be placed or removed from the facility. With respect to infrastructure on Irrigable Land, it means the ability to determine when to irrigate and how much to irrigate. (Same in both Settlement Agreements).

IRRIGATION LAND<sup>3</sup>

Trigger	LCRA Agreement	Protestant Agreement	Minimum Requirement
Start	(1) infrastructure on at least 25 acres of Irrigable Land that are under the City's Complete Operational Control, and (2) at least 174 acres of Irrigable Land controlled by others	The City will have access to 199 acres Irrigable Land with Beneficial Reuse Infrastructure.	(1) infrastructure on at least 25 acres of Irrigable Land that are under the City's Complete Operational Control, and (2) at least 174 additional acres of Irrigable Land controlled by others
300,000	No change	The City will have access to 250 acres of Irrigable Land with Beneficial Reuse Infrastructure	250 acres (25 of which must be under City's Complete Operational Control)
399,000	Evaluate “Unacceptable Discharge Percentage” – may need increase based on evaluation	The City will have access to 349 acres of Irrigable Land with Beneficial Reuse Infrastructure	349 acres (25 of which must be under City's Complete Operational Control)
497,500	Evaluate “Unacceptable Discharge Percentage” – may need increase based on evaluation	No change	No change (unless evaluation demonstrates problem)

<sup>3</sup> When daily average flows for three consecutive months exceeds 75 percent of the capacity of the current Stage, Dripping Springs will initiate planning to increase the available Beneficial Reuse Infrastructure. LCRA Agreement at ¶ 4.

LOADING STATION

Trigger	LCRA Agreement	Protestant Agreement	Minimum Requirement
Not Specified	None	<p>The City has committed that it will use its best effort to have a loading station approved by TCEQ for Beneficial Reuse.<sup>4</sup></p> <p>Promptly upon TCEQ approval of a loading station, the City will provide a loading station for the community to access and use treated effluent (at a City designated location).<sup>5</sup></p>	<p>The City has committed that it will use its best effort to have a loading station approved by TCEQ for Beneficial Reuse.</p> <p>Seek TCEQ approval and if TCEQ approves, the City will provide a loading station for the community to access and use treated effluent (at a City designated location).</p>

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<sup>4</sup> Protestant Agreement at ¶ F(6).

<sup>5</sup> Protestant Agreement at ¶ F(6). Any user of the loading station must be approved by TCEQ, and the user must demonstrate compliance with Title 30 of the Texas Administrative Code Chapter 210. Protestant Agreement at ¶ F(6).

## **Section D Implementation** **TABLE OF CONTENTS**

<b>I.</b>	<b><u>Infrastructure Plans</u></b> .....	<b>D-2</b>
	<b>A. <u>Ponds</u></b> .....	<b>D-3</b>
	<b>B. <u>Fields</u></b> .....	<b>D-4</b>
	<b>C. <u>Loading Station</u></b> .....	<b>D-5</b>
<b>II.</b>	<b><u>Flowchart for When a Discharge is Allowed</u></b> .....	<b>D-6</b>
<b>III.</b>	<b><u>Steps to Take if a Discharge is Planned or Imminent</u></b> .....	<b>D-7</b>
<b>IV.</b>	<b><u>Steps to Take When Dedicated Storage of Treated Effluent is Full</u></b> .....	<b>D-7</b>
<b>V.</b>	<b><u>Steps to Take After a Discharge</u></b> .....	<b>D-7</b>
<b>VI.</b>	<b><u>Records for Discharges</u></b> .....	<b>D-8</b>
	<b><u>REPORT 1: BENEFICIAL REUSE MONTHLY REPORT</u></b> .....	<b>D-9</b>
	<b><u>REPORT 2: DISCHARGE REPORT</u></b> .....	<b>D-10</b>
	<b><u>REPORT 3: END OF STAGE REPORT</u></b> .....	<b>D-11</b>



**I. Infrastructure Plans**

The following tables show “triggers” for infrastructure requirements, the current status, and the “Plan” for compliance.<sup>1</sup> Sections that are bolded and underlined require immediate attention for the upcoming step or for which there are no concrete plans currently in-place (and, thus, demands immediate attention). Like all other portions of this Manual, these tables should be updated whenever changes to occur to reflect the most current situation.

To the extent that “Plans” may be frustrated, alternative plans should be developed with sufficient time to implement those plans.

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<sup>1</sup> Refer to Section C of this manual for the source of the triggers.

A. POND<sup>2</sup>

Trigger	Minimum Requirement	Status as of April 5, 2021	Plan
Start	12 million gallons under City's Complete Operational Control. <sup>3</sup>	Access to 12 million gallon Caliterra Pond (with easement to City – recorded as Instrument Number: 2014-14020831). Per the easement, this is "dedicated" storage.	Either have: <ol style="list-style-type: none"> <li>15 million gallon pond built on current WWTP site, which will be completely controlled by the City; or</li> <li>Assure complete control of 12 million gallon Caliterra Pond.</li> </ol>
200,000	Unless evaluation demonstrates problem, no change.	N/A	Same as "Start"
399,000	Dedicated Storage in the amount of 20 million gallons (unless evaluation demonstrates problem).  "[T]he City will have access to 16 acres of specifically identified property (through leases, options to purchase, or purchased properties) that will be reserved for the construction of storage ponds, tanks or similar storage facilities"	N/A	Have both: <ol style="list-style-type: none"> <li>15 million gallon pond built on current WWTP and completely controlled by City; and</li> <li>Access to or control of 12 million gallon Caliterra Pond (which is "dedicated storage."</li> </ol> <p>Also obtain access to 16 acres of specifically identified property (through leases, options to purchase, or purchased properties) that will be reserved for the construction of storage ponds, tanks or similar storage facilities. Because the storage will be 27 million gallons,</p>
497,500	No change (unless evaluation demonstrates problem)	N/A	Same as "399,000"

<sup>2</sup> When daily average flows for three consecutive months exceeds 75 percent of the capacity of the current Stage, Dripping Springs will initiate planning to increase the available Beneficial Reuse Infrastructure. LCRA Agreement at ¶ 4.

<sup>3</sup> **"Complete Operational Control"**: The ability to make all decisions regarding the management of Beneficial Reuse. With respect to Effluent Storage, it means the ability to determine how much treated effluent will be stored in that facility and when effluent should be placed or removed from the facility. With respect to infrastructure on Irrigable Land, it means the ability to determine when to irrigate and how much to irrigate. (Same in both Settlement Agreements).

B. IRRIGATION LAND<sup>4</sup>

Trigger	Minimum Requirement	Status as of May 18, 2019	Plan
Start	(1) infrastructure on at least 25 acres of Irrigable Land that are under the City's Complete Operational Control, and (2) at least 174 acres of additional irrigable land controlled by others	1. City currently has 29.53 acres under its Complete Operational Control at WWTP Site. 2. Howard = 100 acres. 3. Caliterra = 39.11 acres.  Total = 168.64	Need an additional 34.89 acres to arrive at 199 acres.  Plan = 130 additional acres from Driftwood.  Note: Approx. 4.18 acres may be removed to make way for pond (which would still leave 25.35 under the City's Complete Operational Control).
300,000	250 acres (25 of which must be under City's Complete Operational Control)	N/A	Same as "Start" (Current fields + Howard + Caliterra + Driftwood)
399,000	349 acres (25 of which must be under City's Complete Operational Control)	N/A	Need an additional 50.36 acres.  Plan: Caliterra: addt'l 58.52 Sports Rec Park: 13.63 Founders Park: 2.64 Heritage: unknown Carter: unknown
497,500	No change (unless evaluation demonstrates problem)	N/A	N/A

<sup>4</sup> When daily average flows for three consecutive months exceeds 75 percent of the capacity of the current Stage, Dripping Springs will initiate planning to increase the available Beneficial Reuse Infrastructure. LCRA Agreement at ¶ 4.

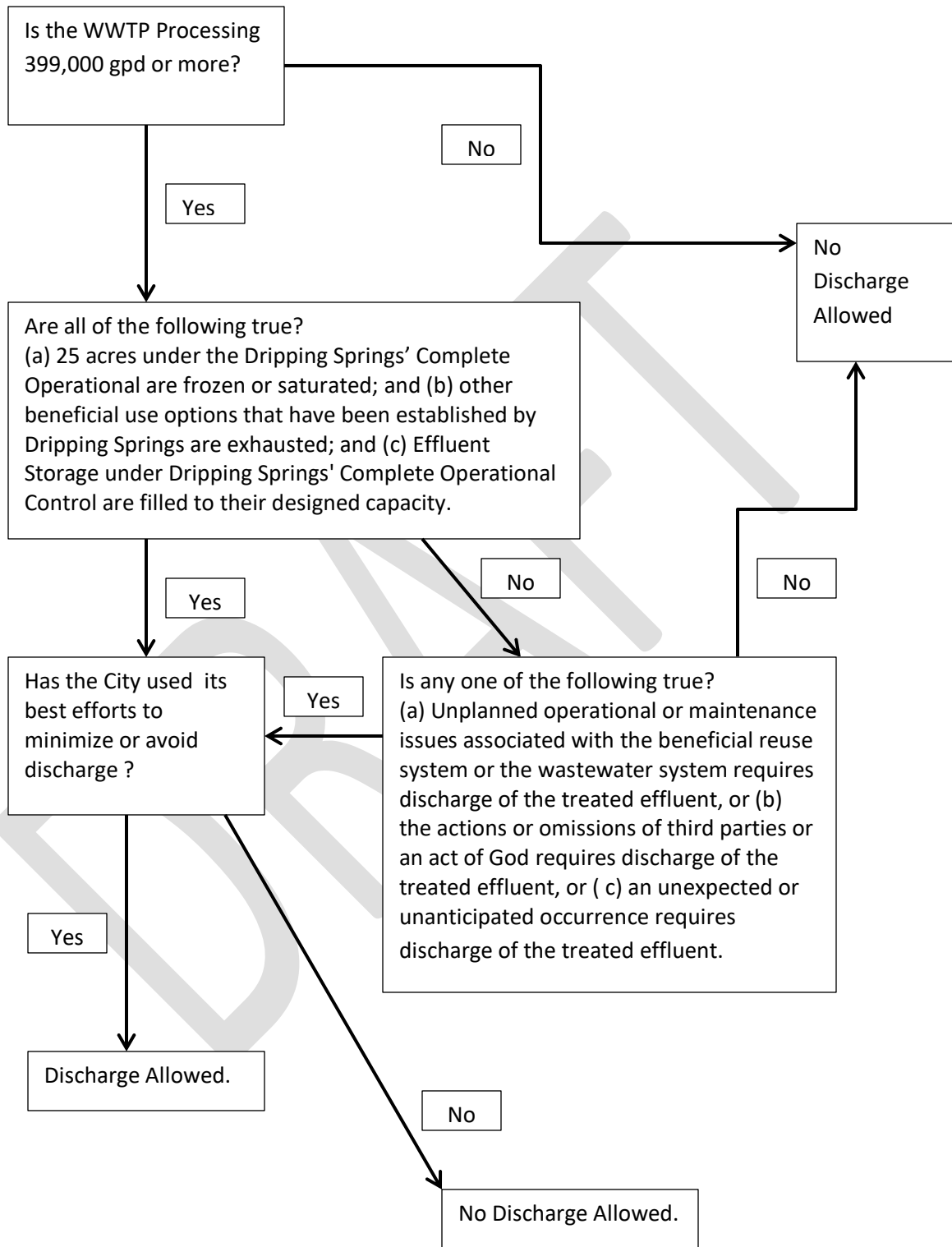
C. LOADING STATION

Trigger	Minimum Requirement	Status as of May 18, 2019	Plan
Not Specified	<p>The City has committed that it will use its best effort to have a loading station approved by TCEQ for Beneficial Reuse.<sup>5</sup></p> <p>Promptly upon TCEQ approval of a loading station, the City will provide a loading station for the community to access and use treated effluent (at a City designated location).<sup>6</sup></p>		<p><b><u>The City should begin pursuit of design and approval for a loading station.</u></b></p>

<sup>5</sup> Protestant Agreement at ¶ F(6).

<sup>6</sup> Protestant Agreement at ¶ F(6). Any user of the loading station must be approved by TCEQ, and the user must demonstrate compliance with Title 30 of the Texas Administrative Code Chapter 210. Protestant Agreement at ¶ F(6).

**II. Flowchart for When a Discharge is Allowed**



**III. Steps to Take if a Discharge is Planned or Imminent**

If a discharge is planned or imminent, the following steps must be taken:

1. The City shall evaluate the “Flowchart for When a Discharge is Allowed” and document basis for allowing discharge.
2. The City must provide Protect our water “POW” with its “first right of refusal”, at its sole cost, to accept treated effluent from the Wastewater Plant or prior to a planned discharge.<sup>7</sup>
3. The City must provide 8-hours’ notice to Non-City Parties as specified Paragraph F(3) of the Protestant Settlement Agreement.

**IV. Steps to Take When Dedicated Storage of Treated Effluent is Full**

When total Dedicated Storage of treated effluent is at full capacity, the following steps must be taken:

1. The City will provide notice promptly to Non-City Parties as specified Paragraph F(3) of the Protestant Settlement Agreement.
2. Evaluate alternatives to avoid or minimize the discharge.

**V. Steps to Take After a Discharge**

When a discharge occurs, the following steps must be taken:

1. If the discharge was unplanned and no prior notice was provided, the City will provide 12 hours’ notice after an unplanned Discharge to Non-City Parties as specified Paragraph F(3) of the Protestant Settlement Agreement.
2. Fill-out records.

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<sup>7</sup> Protestant Agreement at ¶ F(5).

## VI. Records for Discharges

In addition to records required to be kept by Permit or rule, the Settlement Agreements require the information on the following three pages to be maintained.

Report 1 is entitled the “Beneficial Reuse Report” and should be maintained on a daily basis.

Report 2 is entitled the “Discharge Report” and should be filled-out in every 24 hour period for which there has been a discharge.

Report 3 is entitled the “End of the Stage Report” and should be filled out at the end of every stage (defined as follows) during the life of the Permit and every two years after the last Stage:

“Stage 1A”: The time period between when Dripping Springs begins operation of Dripping Springs’ Wastewater Treatment Plant under authority of TPDES No. WQ0014488003 until Dripping Springs’ Wastewater Treatment Plant processes 200,000 gallons of wastewater per day as a three-month average rate.

“Stage 1B”: The time period between the end of Stage 1A until Dripping Springs’ wastewater plant processes 399,000 gallons per day as a three-month average rate.

“Stage 2”: The time period between the end of Stage 1B until the first day that Dripping Springs’ wastewater plant processes 497,500 gallons per day as a three-month average rate.

“Stage 3”: The time period between the end of Stage 2 (497,500 gallons per day as a three-month average rate) until the first day that Dripping Springs’ wastewater plant processes 995,000<sup>8</sup> gallons per day as a three-month average rate.

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<sup>8</sup> Note, the LCRA agreement (the source of this requirement) was entered into before the City agreed to lower its capacity from 995,000 gallons to 822,500 gallons.

**REPORT 1: BENEFICIAL REUSE MONTHLY REPORT**

**Month and Year:**

Day	Amount of Reclaimed Water that was Beneficially Reused (gallons)	Notes (describe anything that occurred to better understand beneficial reuse)
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		
16		
17		
18		
19		
20		
21		
22		
23		
24		
25		
26		
27		
28		
29		
30		
31		

THIS REPORT SHOULD BE MAINTAINED DURING EACH STAGE AND FOR AT LEAST THREE YEARS AFTER THAT STAGE. ATTACH EXTRA SHEETS IF NEEDED.

Stages are as follows:<sup>9</sup>

- “Stage 1A” = 0 to 200,000 gpd
- “Stage 1B” = 200, 000 gpd to 399,000 gpd
- “Stage 2” = 399,000 gpd to 497,500 gpd
- “Stage 3” = 497,500 gpd to 995,000 gpd

<sup>9</sup> Based on a three-month average rate.



**REPORT 2: DISCHARGE REPORT**

This Report shall be filled-out every day for which a discharge of treated effluent to Walnut Springs or Onion Creek Occurs.

Date: \_\_\_\_\_

Time discharge began: \_\_\_\_\_ Time discharge ended: : \_\_\_\_\_

Amount of Discharge (in gallons):<sup>10</sup> \_\_\_\_\_

Was the Discharge Unavoidable?<sup>11</sup> YES NO

If yes, explain why:

Was the Discharge Avoidable?<sup>12</sup> YES NO

Explain the City’s best efforts to avoid the discharge or to stop the discharge once the discharge started:

Describe how notice was provided to Protestant Parties:

THIS REPORT SHOULD BE MAINTAINED DURING EACH STAGE AND FOR AT LEAST THREE YEARS AFTER THAT STAGE. ATTACH EXTRA SHEETS IF NEEDED.

<sup>10</sup> If this is a multi-day discharge, each day’s amount should be recorded on a separate daily report.

<sup>11</sup> A discharge from the Dripping Springs' Wastewater Plant from a permitted outfall into Walnut Springs that occurred because (a) Irrigable Land is frozen or saturated due to chronic wet weather conditions or frozen soil; or (b) Reasonably unplanned and unforeseen operational or maintenance issues associated with the beneficial reuse system or the wastewater system requires discharge of the treated effluent; or (c) the actions or omissions of parties who do not have Complete Operational Control of the Beneficial Reuse Infrastructure or an act of God requires discharge of the treated effluent; or (d) a reasonably unexpected or unanticipated occurrence requires discharge of the treated effluent.

<sup>12</sup> A discharge from a permitted outfall of the Dripping Springs’ Wastewater Treatment Plant into Walnut Springs that was not an Unavoidable Discharge.

**REPORT 3: END OF STAGE REPORT**

This Report shall be filled-out once at the end of every Stage, and once the last Stage is reached every two-years thereafter.

Date: \_\_\_\_\_

End of Stage: \_\_\_\_\_

Stages are as follows:<sup>13</sup>

“Stage 1A” = 0 to 200,000 gpd

“Stage 1B” = 200, 000 gpd to 399,000 gpd

“Stage 2” = 399,000 gpd to 497,500 gpd

“Stage 3” = 497,500 gpd to 995,000 gpd

Unacceptable Discharge Percentage for the prior Stage:<sup>14</sup> \_\_\_\_\_ %

The amount of Irrigable Land over which Dripping Springs was required to maintain Complete Operational Control for the prior Stage: \_\_\_\_\_ acres.<sup>15</sup>

The amount of Effluent Storage over which Dripping Springs was required to maintain Complete Operational Control for the prior Stage: \_\_\_\_\_ million gallons.<sup>16</sup>

THIS REPORT SHOULD BE MAINTAINED DURING EACH STAGE AND FOR AT LEAST THREE YEARS AFTER THAT STAGE. ATTACH EXTRA SHEETS IF NEEDED.

<sup>13</sup> Based on a three-month average rate.

<sup>14</sup> Calculated as follows: the percentage calculated by dividing the amount of Avoidable Discharges (as measured by gallons) by the Amount of Beneficial Reuse (as measured by gallons) during the same time period. By way of example, if there were 7 gallons of A voidable Discharges and 100 gallons of Beneficial Reuse during the same time period, the Unacceptable Discharge Percentage would be 7%.

<sup>15</sup> For Stage 1A, this amount is 25 acres.

<sup>16</sup> For Stage 1A, this amount is 12 million gallons.