



**CITY OF PLANO  
COUNCIL AGENDA ITEM**

<b>CITY SECRETARY'S USE ONLY</b>				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		7/26/10		
Department:		Parks and Recreation		
Department Head		Amy Fortenberry		
Agenda Coordinator (include phone #): <b>Susan Berger (7255)</b>				
<b>CAPTION</b>				
A Resolution of the City Council of the City of Plano, Texas, approving the terms and conditions of an agreement by and between North Texas Municipal Water District and the City of Plano; authorizing its execution by the City Manager or his authorized designee; and providing an effective date.				
<b>FINANCIAL SUMMARY</b>				
<input checked="" type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR: <b>2009-10</b>	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>	<b>TOTALS</b>
Budget	0	0	0	<b>0</b>
Encumbered/Expended Amount	0	0	0	<b>0</b>
This Item	0	0	0	<b>0</b>
<b>BALANCE</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>FUND(S):</b>				
<b>COMMENTS:</b> This item has no fiscal impact.				
STRATEGIC PLAN GOAL:    Obtaining reclaimed water to minimize golf course irrigation costs contributes to the City Goal of a Financially Strong City with Service Excellence.				
<b>SUMMARY OF ITEM</b>				
<p>For over 30 years the City has used reclaimed water provided by the North Texas Municipal Water District (NTMWD) to irrigate Pecan Hollow Golf Course. The reclaimed water is available from the Rowlett Creek Regional Waste Water Treatment Plant which is located adjacent to the golf course. The reclaimed water is provided by NTMWD at no cost to the City. The City provides a pump and water line to convey the water to the golf course.</p> <p>The Texas Commission on Environmental Quality (TCEQ) is requiring the NTMWD to update its reclaimed water agreements to conform with current TCEQ requirements. The new agreement does not affect the availability of reclaimed water to the golf course. The reclaimed water will continue to be provided to the City at no cost under the terms of the new agreement.</p>				
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies	
Resolution				



**CITY OF PLANO  
COUNCIL AGENDA ITEM**

Agreement	

**A Resolution of the City Council of the City of Plano, Texas, approving the terms and conditions of an agreement by and between North Texas Municipal Water District and the City of Plano; authorizing its execution by the City Manager or his authorized designee; and providing an effective date.**

**WHEREAS**, the City Council has been presented a proposed agreement for reclaimed water use between North Texas Municipal Water District and the City of Plano, a substantial copy of which is attached hereto as Exhibit "A" and incorporated herein by reference (hereinafter called "Agreement"); and,

**WHEREAS**, upon full review and consideration of the Agreement, and all matters attendant and related thereto, the City Council is of the opinion that the terms and conditions thereof should be approved, and that the City Manager or his authorized designee shall be authorized to execute it on behalf of the City of Plano.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PLANO, TEXAS, THAT:**

**Section I.** The terms and conditions of the Agreement, having been reviewed by the City Council of the City of Plano and found to be acceptable and in the best interests of the City of Plano and its citizens, are hereby in all things approved.

**Section II.** The City Manager or his authorized designee is hereby authorized to execute the Agreement and all other documents in connection therewith on behalf of the City of Plano, substantially according to the terms and conditions set forth in the Agreement.

**Section III.** This Resolution shall become effective immediately upon its passage.

**DULY PASSED AND APPROVED** this the 26<sup>th</sup> day of July, 2010.

\_\_\_\_\_  
Phil Dyer, MAYOR

ATTEST:

\_\_\_\_\_  
Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

\_\_\_\_\_  
Diane C. Wetherbee, CITY ATTORNEY

**EXHIBIT A  
RECLAIMED WATER USE AGREEMENT**

**STATE OF TEXAS                   §**

**COUNTY OF COLLIN               §**

**CITY OF PLANO AND  
NORTH TEXAS MUNICIPAL WATER DISTRICT**

This Agreement, effective as of the \_\_\_the day of \_\_\_\_\_, 2010, is made by and between the North Texas Municipal Water District (NTMWD) and the City of Plano (User and Provider).

**WITNESSETH:**

WHEREAS, NTMWD has treated effluent produced by its Rowlett Creek Regional Wastewater Treatment Plant (WWTP) available for Reclaimed Water use subject to Texas Administrative Code Title 30, Chapter 210 Authorization by the Texas Commission on Environmental Quality (TCEQ); and

WHEREAS, NTMWD wishes to act as the Producer of Reclaimed Water from the Rowlett Creek Regional WWTP for various Users;

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, NTMWD agrees to act as the Producer and sell Reclaimed Water to User, and User agrees to act both as the Provider of Facilities for the transport of the Reclaimed Water and as the User of the Reclaimed Water on its designated property and to pay for said Reclaimed Water pursuant to the terms and conditions hereinafter set forth.

Section 1. DEFINITION OF TERMS

The following terms and expressions as used in this Agreement shall have the following meanings:

- 1.1 FACILITIES mean all transportation, distribution, and pumping facilities owned by User necessary to convey Reclaimed Water from the NTMWD Point(s) of Delivery to the User.
- 1.2 NTMWD POINT(S) OF DELIVERY means the location at the Rowlett Creek West WWTP at which the treated effluent produced by NTMWD passes from NTMWD to User, as shown on Attachment A.
- 1.3 PRODUCER shall have the meaning identified in TCEQ's rules for Use of Reclaimed Water, Texas Administrative Code Title 30, Chapter 210, as amended. NTMWD is the Producer of Reclaimed Water pursuant to this Agreement.
- 1.4 PROVIDER shall have the meaning identified in TCEQ's rules for Use of Reclaimed Water, Texas Administrative Code Title 30, Chapter 210, as amended. User is also the Provider of Reclaimed Water pursuant to this Agreement.
- 1.5 RECLAIMED WATER means the treated effluent produced from the treatment of wastewater at the Rowlett Creek Regional WWTP.
- 1.6 TCEQ is the Texas Commission on Environmental Quality, or its successor agency.
- 1.7 TPDES is the Texas Pollutant Discharge Elimination System, which provides wastewater plants limits and terms to be met in a discharge permit.
- 1.8 USER shall have the meaning identified in TCEQ's rules for Use of Reclaimed Water, Texas Administrative Code Title 30, Chapter 210, as amended. The City of Plano is the User of Reclaimed Water pursuant to this Agreement.

## Section 2. FACILITIES CONSTRUCTION AND OPERATION

- 2.1 Facilities to be Constructed. User shall construct or cause to be constructed, the Facilities necessary to transport and deliver Reclaimed Water from the NTMWD Point(s) of Delivery to the User.
- 2.2 Delivery. User shall operate and maintain the Facilities. It is agreed and understood that the NTMWD Point(s) of Delivery shall include a meter for the measurement of the total gallons of Reclaimed Water produced by NTMWD from the WWTP. Any Point(s) of Delivery designated in future supplemental Reclaimed Water Use agreements between NTMWD and a User must include the installation of a separate meter for the measurement of the total gallons used by that User. All valves and other controls to

start, stop, and regulate the flow of Reclaimed Water from the NTMWD Point(s) of Delivery to a User shall belong to and be under the sole control of NTMWD, and if the quality or use of Reclaimed Water is noncompliant with the provisions of Texas Administrative Code Title 30, Chapter 210, as amended, NTMWD has the right to immediately discontinue the flow of Reclaimed Water and shall attempt to notify all Users verbally and in writing within twenty-four (24) hours of becoming aware of such deficiency.

- 2.3 Authorizations. NTMWD will obtain from TCEQ an authorization(s) to provide Reclaimed Water to User(s) pursuant to TCEQ rules and regulations in Texas Administrative Code Title 30, Chapter 210, as amended. User agrees to enter into this Reclaimed Water Use Agreement with NTMWD in compliance with Texas Administrative Code Title 30, Chapter 210, as amended.
- 2.4 User agrees to provide to NTMWD any required drawings, information or exhibits pertaining to their respective Reclaimed Water transmission and delivery system in accordance with Texas Administrative Code Title 30, Chapter 210. If any testing is required pertaining to the User's Facilities, it shall be the responsibility of the User to bear the cost of said testing.
- 2.5 Use of Water. The Reclaimed Water will be used only for the purposes outlined in the above-referenced Texas Administrative Code Title 30, Chapter 210 authorization and as authorized by TCEQ.

### Section 3. QUANTITY AND UNIT MEASUREMENT

- 3.1 Measurements.
  - a. User shall pay for and NTMWD shall install, operate, and maintain the meter which shall record the Reclaimed Water usage at each of the NTMWD Point(s) of Delivery, which shall be the principal measurement point for water taken by User. User will own this meter.
  - b. NTMWD will read the meter at least monthly and keep accurate records of all measurements of Reclaimed Water required under this Agreement and report required readings to TCEQ. The measuring devices and such records shall be open to inspection by User during reasonable business hours. User shall have access to the metering equipment at all reasonable times, but the reading, calibration, and adjustment thereof shall be done only by employees or agents of NTMWD. User's agents or employees may observe the reading, calibration, and adjustment.

- c. NTMWD shall report to TCEQ on a monthly basis the volume of Reclaimed Water delivered to User pursuant to Texas Administrative Code Title 30, Section 210.36, as amended, and shall keep a copy of such report at NTMWD Administrative offices.
  - d. Should User have reason to believe that a meter is recording Reclaimed Water usage inaccurately, User may request in writing that NTMWD investigate the meter operations. If it is mutually agreed by NTMWD and User that the meter is malfunctioning, or should NTMWD discover that the meter is recording water usage inaccurately, NTMWD shall immediately notify User of same, and NTMWD shall replace the faulty meter or meters with an accurately functioning meter as soon as feasible, at the cost of User, and within at least twenty (20) working days of notification.
  - e. If, for any reason, a meter is out of service or out for repair so that the amount of Reclaimed Water delivered to User cannot be ascertained or computed from the reading thereof, the Reclaimed Water delivered, through the period such meter is out of service or out for repair, shall be estimated and agreed upon by the parties thereto upon the basis of the best data available. The amount of Reclaimed Water delivered during such period may be estimated (i) by correcting the error if the percentage of error is ascertainable by calibration tests or mathematical calculation, or (ii) by estimating the quantity of delivery by deliveries during the preceding periods under similar conditions when the meter was registering accurately.
- 3.2 Unit of Measurement. The unit of measurement for Reclaimed Water produced and delivered hereunder shall be 1,000 gallons of water, U.S. Standard Liquid Measure.
- 3.3 Quantity. NTMWD agrees to make available to User at the NTMWD Point(s) of Delivery, and User may take at the NTMWD Point(s) of Delivery, up to 1,200,000 gallons per day of Reclaimed Water produced by the Rowlett Creek WWTP. NTMWD will not contract with any other User for a quantity of water that would jeopardize the delivery of the above amount of water to User.

#### Section 4. QUALITY

- 4.1 General. The Reclaimed Water to be produced by NTMWD at the NTMWD Point(s) of Delivery shall be treated effluent in compliance with the quality standards for Type II Reclaimed Water uses, as identified in Texas Administrative Code Title 30, Chapter 210, as amended, and pursuant to the effluent limits identified in the TPDES permits associated

with the Rowlett Creek WWTP. The Reclaimed Water is not intended for human consumption or domestic purposes and is to be used only for those purposes identified in Texas Administrative Code Title 30, Chapter 210, as amended. User has satisfied itself that such Reclaimed Water will be suitable for its use; provided that if at any time the quality of Reclaimed Water delivered is dangerous to human health or otherwise not suitable for its intended use, then NTMWD may immediately terminate or suspend this Agreement and may refuse delivery of the Reclaimed Water, and User will not be liable for any period of non-acceptance. THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, WHICH EXTEND BEYOND THE DESCRIPTION CONTAINED IN THIS AGREEMENT RELATIVE TO THE QUALITY OF THE RECLAIMED WATER.

- 4.2 User shall be responsible for providing any additional facilities or treatment necessary to produce Type I Reclaimed Water, as identified in Texas Administrative Code Title 30, Chapter 210, as amended.
- 4.3 NTMWD will sample and analyze the Reclaimed Water prior to distribution to User to assure that the water quality is in accord with the standards for Type II Reclaimed Water uses and after additional User treatment facilities, if any, to determine if it is acceptable for Type I use, as identified in Texas Administrative Code Title 30, Chapter 210, as amended.
- 4.4 NTMWD shall report to TCEQ on a monthly basis the quality of reclaimed water delivered to a User pursuant to Texas Administrative Code Title 30, Section 210.36, as amended, and shall make available a copy of such report to User.

#### Section 5. PAYMENTS FOR RECLAIMED WATER SERVICE

- 5.1 Commencement of Service. NTMWD shall begin to produce and User shall begin to provide Reclaimed Water within thirty (30) days after the completion of any of the Facilities, with the exception that no Reclaimed Water will be delivered until after receipt of written authorization from TCEQ. When User begins receiving Reclaimed Water, the provisions of this Agreement shall be in full force and effect.
- 5.2 Charges for Service. As stated in Section 6.04(b) of the Trinity East Fork Regional Wastewater System Contract, effective October 1, 1975: "...each Member City shall have the first right to use all effluent produced from its Wastewater for reuse solely for its own municipal purposes (i.e. golf course irrigation, recreation, etc.), without any charge except for any additional cost to the District necessary to provide the effluent for such municipal use;..." Therefore, there is no monetary compensation.

## Section 6. FAILURE TO PRODUCE RECLAIMED WATER

- 6.1 Non-Production. Following the completion of the Facilities and at any time during the term of this Agreement, if NTMWD is unable to produce and deliver Reclaimed Water under the terms of this Agreement due to circumstances beyond the NTMWD's control and without its fault, whether such occurrence or circumstance be an act of God or the common enemy or the result of war, riot, civil commotion, sovereign conduct, or the act or conduct of any person or persons not part or privy hereto, then NTMWD shall be excused from such performance for such period of time as is reasonably necessary after such occurrence to remedy the effects thereof and the NTMWD shall not be liable for the breach of this Agreement. NTMWD shall use reasonable and good faith efforts to correct any impediment preventing production of Reclaimed Water and shall give User advance notice, when possible and to the extent it is reasonable, of any inability to produce the Reclaimed Water needed so that User may seek alternative sources.
- 6.2 Repairs and Maintenance. NTMWD may temporarily suspend production or delivery of Reclaimed Water to User for the purpose of performing maintenance and repairs to Rowlett Creek Regional WWTP. NTMWD shall endeavor to provide User with verbal notice 24 hours prior to suspension of such service and an estimate of when service shall be reestablished.
- 6.3 Regulatory Action. NTMWD may temporarily suspend delivery of Reclaimed Water to User pursuant to the request, written order, or direction of any regulatory agency having jurisdiction over the use of Reclaimed Water or the treatment of wastewater at the Rowlett Creek Regional WWTP. NTMWD shall endeavor to provide User with verbal notice and in writing within twenty-four (24) hours prior to suspension of such service and an estimate of when service shall be reestablished.

## Section 7. GENERAL PROVISIONS

- 7.1 Operations and Maintenance. User will continuously operate and maintain the Facilities in an efficient manner and in accordance with good business and engineering practices. Further, User will comply with the provisions outlined in Texas Administrative Code Title 30, Chapter 210, as amended. User and NTMWD will comply with the Operation and Maintenance Plan, attached hereto as Attachment B.

7.2 Conditions. It is expressly understood and agreed that any obligations on the part of NTMWD to produce Reclaimed Water for User are (a) conditioned upon NTMWD's ability to maintain all necessary permits, agreements, material, labor, and equipment, (b) conditioned upon the User's ability to maintain all necessary permits, agreements, material, labor, and equipment; (c) subject to all present and future valid laws, orders, rules, and regulations of the United States of America, the State of Texas, and any government or regulatory body having jurisdiction over NTMWD and any User, or their activities, and (d) subject to the right of User and NTMWD to terminate Reclaimed Water production, provision, or use under this Agreement when the use of such water is noncompliant with the provisions of TCEQ's rules for the Use of Reclaimed Water, located at Texas Administrative Code Title 30, Chapter 210, as amended.

7.3 Title. Title to and liability for all Reclaimed Water supplied hereunder shall be in NTMWD up to the NTMWD Point(s) of Delivery and, upon passing through the NTMWD Point(s) of Delivery, title to and liability for the Reclaimed Water shall pass to User.

7.4 Obligations of User

- a. By the execution of this Agreement, User acknowledges the receipt of a copy of TCEQ's rules for the Use of Reclaimed Water, located at Texas Administrative Code Title 30, Chapter 210, as amended, and any User with whom NTMWD contracts, must agree to comply with all requirements and responsibilities under such rules currently in effect and any subsequent changes thereto.
- b. User, as also Provider, shall be responsible to operate and maintain the Facilities, its lines, and any pumping or other facilities necessary for the transportation of the Reclaimed Water from the NTMWD Point(s) of Delivery to User's place of use at its sole risk and expense, including the obtaining of any necessary permits or easement therefore. Nothing in this Agreement shall be construed to authorize User to install any equipment or improvements on property owned by NTMWD without the express written consent of NTMWD and subject to such conditions as NTMWD may impose.

7.5 Liability for Damages and Responsibility for Treatment and Disposal of Wastewater.

Liability for damages arising from the reception, transportation, delivery, and disposal of all reclaimed water shall remain with NTMWD, and upon passing through meters installed at NTMWD Point of Delivery, liability for such damages shall pass to User. As between the District and User, each party agrees to indemnify and to save and hold the other party

harmless from any and all claims, demands, causes of action, damages, losses, costs, fines, and expenses, including reasonable attorney's fees, which may arise or be asserted by anyone at any time on account of the treatment, reception, transportation, delivery, and disposal while Wastewater is in the control of such responsible party, or on account of a prohibitive discharge by User. District has the responsibility as between the parties for the proper treatment, reception, transportation, treatment, and disposal of all Wastewater, but not for prohibitive discharges after Reclaimed Water is received by User at NTMWD Point of Delivery.

Section 8. TERMS OF AGREEMENT: RENEWAL; NOTICES;  
STATE OR FEDERAL LAWS, RULES, ORDER, OR REGULATIONS

Term of Agreement. This Agreement shall be in force and effect from the date of execution hereon until July 1, 2020.

- 8.1 Option for Renewal. The parties hereby agree that User shall have the option to renew and extend this Agreement, which option shall be exercised in advance of the expiration date of this Agreement by User giving NTMWD written notice at least one hundred eighty (180) days prior to the expiration date or within thirty (30) days of receipt of written notice from NTMWD notifying User of its option rights whichever comes later. The terms of the renewal and extension shall be for one (1) additional ten (10) year term from said date of expiration of this Agreement and shall be on the same terms as this Agreement, unless otherwise agreed to by NTMWD and User.
- 8.2 Address and Notice. Unless otherwise provided in this Agreement, any notice, communication, request, reply, or advice (herein severally and collectively, for convenience called "Notice") herein provided or permitted to be given, made, or accepted by any party must be in writing and may be given or served in any reasonable manner necessary to reach each of the other parties. Notice sent by certified or registered mail, postage prepaid, return receipt requested, shall be deemed to have been received on the second mail delivery day following the day on which it was posted. Notice by any other method shall be effective when received. For the purpose of Notice, the addresses of the parties shall be, until changed as hereafter provided, as follows:

North Texas Municipal Water District	City of Plano
505 East Brown Street	1520 Avenue K
P.O. Box 2408	P.O. Box 860358
Wylie, Texas 75098	Plano, Texas 75086-0358

Any party may change the address for notice by giving notice of such change in accordance with the provisions of this section.

- 8.3 State and Federal Laws, Rules, Order, or Regulations. This Agreement is subject to all applicable Federal and State Laws and applicable permits, ordinances, rules, orders, and regulations of any local, State, or Federal Governmental Authority having or asserting jurisdiction, but nothing contained herein shall be construed as a waiver of any right to question or contest any such law, ordinance, order, rule, or regulation in any forum having jurisdiction

#### Section 9. ASSIGNMENT

- 9.1 General. This Agreement shall not be assignable by User in whole or in part without the written consent of NTMWD, which consent shall not be unreasonably withheld. Assignment will result in terms for monetary compensation for Reclaimed Water for the new User. NTMWD and User each binds itself and its successors and assigns to the other parties with respect to all covenants of this Agreement.

#### Section 10. GOVERNING LAW

- 10.1 General. The validity of this Agreement and of any of its terms or provisions, as well as the rights and duties hereunder, shall be governed by the Laws of the State of Texas.

#### Section 11. REMEDIES UPON DEFAULT

- 11.1 Default. Notwithstanding anything herein to the contrary, no party shall be deemed to be in default hereunder until the passage of thirty (30) business days after receipt by such party of notice of default from another party. Upon the passage of thirty (30) working days without cure of the default, such party shall be deemed to have defaulted for purposes of this Agreement.
- 11.2 No Additional Waiver Implied. The failure of either party to insist in any one or more instances upon performance of any of the terms, covenants, or conditions of this Agreement shall not be construed as waiver or relinquishment of the future performance of any term, covenant, or condition by the other party and the obligation of such other party with respect to such future performance shall continue in full force and effect.
- 11.3 Remedies. The parties recognize that certain of their respective obligations, if not performed, may be adequately compensated by money damages while others could not be. Accordingly, the parties agree that in the event of any

failure to perform any covenants, conditions, or obligations of this Agreement on the part of any party, the aggrieved party shall:

- (a) to the extent, if any, permitted by law, have the remedy of specific performance of this Agreement, in addition to any other remedies otherwise available at law or in equity or under this Agreement; and
- (b) NTMWD or User may terminate this Agreement by providing written notice, after such party has given notice of a material default to the other party upon the expiration of the thirty (30) days permitted for curing such default and such default not having been cured.

#### Section 12. VENUE

12.1 General. It is specifically agreed by the parties to this Agreement, that Collin County, Texas is the place of performance of this Agreement; and in the event that any legal proceeding is brought to enforce this Agreement or any provisions hereof, the same shall be brought in Collin County, Texas.

#### Section 13. SEVERABILITY

13.1 General. The provisions of this Agreement are severable, and if any provision or part of this Agreement or the application thereof to any person or circumstance shall ever be held by any court of competent jurisdiction to be invalid or unconstitutional for any reason, the remainder of this Agreement and the application of such provision or part of this Agreement to other persons or circumstances shall not be affected thereby.

#### Section 14. TITLES

14.1 General. Titles and subtitled Articles contained herein are for convenience only and have no legal or other effect on the terms of this Agreement.

#### Section 15. FUTURE AGREEMENTS WITH OTHER USERS

15.1 General. NTMWD reserves the right to contract with other Users for the sale of Reclaimed Water up to the amount that would not jeopardize the delivery of Reclaimed Water up to the amount contracted with User in Section 3.3.

#### Section 16. PRIOR AGREEMENTS SUPERSEDED

16.1 General. This Agreement constitutes the sole and only Agreement of the Parties with respect to the delivery of Reclaimed Water and cancels and supersedes any prior understandings or oral or written Agreements between the Parties respecting the subject matter.

IN WITNESS WHEREOF, the Parties hereto acting under the proper authority have caused this Agreement to be duly executed in several counterparts, each of which shall constitute an original.

**CITY OF PLANO, TEXAS**

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

By: \_\_\_\_\_  
Thomas H. Muehlenbeck  
CITY MANAGER

ATTEST:

\_\_\_\_\_  
Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

\_\_\_\_\_  
Diane C. Wetherbee, CITY ATTORNEY

By: \_\_\_\_\_  
Charles McKissick  
Board President, North Texas Municipal Water District

Witness: \_\_\_\_\_  
Don Cates  
Board Secretary, North Texas Municipal Water District

ATTEST:  
\_\_\_\_\_  
Notary Public



**Point of Delivery**  
Latitude 33 01 04  
Longitude 97 38 59



**Attachment A**

# **ATTACHMENT B RECLAIMED WATER OPERATION & MAINTENANCE AGREEMENT**

The operation and maintenance plan for the reclaimed water system is generally described below. The plan was created by Plano, as the provider and user of reclaimed water, and North Texas Municipal Water District (NTMWD), as the producer of reclaimed water. The plan addresses specific issues identified in the use of reclaimed water and the methods that will be employed to minimize potential problems. The plan may be updated with approval by the Texas Commission on Environmental Quality (TCEQ) to reflect any changes that occur within the system.

## Responsibilities of North Texas Municipal Water District (NTMWD) (Producer)

1. The major responsibility of NTMWD is to provide on a 30-day average, effluent with the following permitted quality limits;
  - CBOD<sub>5</sub> 15 mg/L
  - Fecal Coliform (geometric mean) 200 CFU/100 ml
  - Fecal Coliform (grab sample) 800 CFU/100
2. NTMWD will collect and analyze samples for the above parameters a minimum of once per week as per 30 TAC Chapter 210.34 (1).
3. Results of the testing will be reported to Plano on a monthly basis and records kept at the NTMWD Administrative Building for a period of at least five years.
4. NTMWD will read the quantity of reclaimed water utilized on at least a monthly basis from the meter approved by NTMWD and provided by Plano and maintain these records for at least five years at the NTMWD Administrative Building. NTMWD will report to Plano the volume of reclaimed water delivered to the Plano on a monthly basis.

NTMWD will promptly discontinue delivery of Reclaimed Water upon knowledge of misuse of the Reclaimed Water pursuant to 30 TAC Chapter 210 or of exceeding the above limits. The NTMWD will aid Plano in preparing the report of such misuse to the Texas Commission on Environmental Quality (TCEQ).

## Responsibilities of User (Pecan Hollow Municipal Golf Course)

1. Design and construction of all piping after its Point of Delivery in accordance with 30 TAC Chapter 210.25.
2. Design and construction of all hose bibs, faucets, and valves in accordance with 30 TAC Chapter 210.25.a.
3. Conformance of any receiving pond with 30 TAC Chapter 210.23.
4. All Facilities including valves, pumps, storage area, hose bibs, faucets, and other related appurtenances shall be maintained in a secure fashion to prevent unauthorized access to reclaimed water facilities. In particular, hose bibs will be

- located in locked, below-grade vaults that are clearly labeled as being of non-potable quality. Where locked, below-grade vaults cannot be used, hose bibs will be placed in service boxes that can only be operated by a special tool.
5. Posting and maintenance of signs at all storage areas, hose bibs, faucets, and other points of access to the Reclaimed Water to, in part, prevent a cross connection between reclaimed water distribution lines and potable water lines. Such signs will be posted and maintained in accordance with 30 TAC Chapter 210.25.b. Signs will also be posted around any lake or pond that receives Reclaimed Water reading “No Wading or Swimming.”
  6. Provide a meter at the User Point of Delivery, approved by and accessible to Plano personnel, if required by the City, that quantifies the water pumped to reasonable accuracy.
  7. Operate and maintain the pumps and control system so that any receiving lake or pond is not overfilled so as to discharge into the downstream watercourse, except for discharges directly resulting from rainfall events. All other discharges are unauthorized and, if such a discharge occurs that results in a discharge into or adjacent to waters of the state, it must be reported within twenty-four (24) hours to the TCEQ.
  8. Operate and maintain all pumping facilities piping and controls using routine maintenance schedules and preventative maintenance on all mechanical equipment as specified by the manufacturer.
  9. Pumps will be locked out of service until any defective equipment that might result in detriment to human health or the environment is repaired.
  10. Conduct adequate training of its personnel in the safe use of Reclaimed Water as well as in the legal requirements for record keeping and reporting. User will conduct a training and safety meeting for all of its personnel following approval of this Notification. All new employees will be provided this information during employee orientation
  11. Minimize the risk of inadvertent human exposure to Reclaimed Water.

#### Responsibilities of Plano (Provider)

1. Obtain all easements needed for construction of Facilities from the NTMWD Points of Delivery to the User Point of Delivery.
2. Submit construction plans and permit application to TCEQ for review and approval in accordance with 30 TAC Chapter 210.25.h
3. Assure construction of reclaimed water distribution lines or systems are in accordance with 30 TAC Chapter 210.25.
4. Transfer reclaimed water of at least the minimum quality required by the authorization at the User Point of Delivery for the specified use.
5. Notify the Executive Director of the Texas Commission on Environmental Quality in writing within five (5) days of obtaining knowledge of Reclaimed Water use not authorized by the Executive Director’s Reclaimed Water use approval.

6. Insure by contract or ordinance and periodic inspection that the site has proper signs in accordance with 30 TAC Chapter 210.25.h. All storage areas, hose bibs, faucets, and other points of access to the Reclaimed Water will be labeled.
7. Operate and maintain all pumping facilities piping and controls using routine maintenance schedules and preventative maintenance on all mechanical equipment as specified by the manufacturer.
8. Lock pumps out of service until any defective equipment that might result in detriment to human health or the environment is repaired.
9. Provide Reclaimed Water to User on a demand only basis in order that the water is not provided during times it cannot be beneficially used.
10. Conduct adequate training of its personnel involved in the safe use of Reclaimed Water as well as in the legal requirements for record keeping and reporting. Plano will conduct a training and safety meeting for all applicable personnel following approval of this Notification. All new employees will be provided this information during employee orientation
11. Promptly discontinue delivery of Reclaimed Water upon knowledge of misuse of the Reclaimed Water pursuant to 30 TAC Chapter 210. A written submission of such information shall also be provide to the TCEQ Regional Office and to the Austin Office, Water Enforcement Section within five working days of becoming aware of the misuse. The written submission shall contain a description of the noncompliance and its cause; the potential danger to human health or safety, or the environment; the period of noncompliance, including the exact dates and times; if the noncompliance has not been corrected, the anticipated time it is expected to continue; and steps taken or planned to reduce, eliminate, and prevent recurrence of the noncompliance and to mitigate its adverse effects.
12. Report to TCEQ on a monthly basis 1) the volume of reclaimed water delivered to a user and 2) the quality of reclaimed water delivered to a user pursuant to 30 TAC 210.36.
13. Records to be maintained by Plano for at least five years include:
  - A. Copies of notification made to the TCEQ concerning reclaimed water projects.
  - B. Copies of contracts made with each reclaimed water user.
  - C. Records of volume of reclaimed water delivered to each reclaimed water user per delivery
  - D. Reclaimed water quality analyses
  - E. Copies of reports sent to TCEQ on a monthly basis.