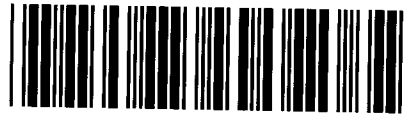


Control Number: 43378



Item Number: 23

Addendum StartPage: 0

2015 JUN 29 PM 1:30

PUC DOCKET NO. 43378

APPLICATION OF THE CITY OF
MANOR TO AMEND ITS WATER
CERTIFICATE OF CONVENIENCE
AND NECESSITY NO. 10947

§
§
§
§

PUBLIC UTILITY
COMMISSION OF TEXAS

CITY OF MANOR'S RESPONSE TO ORDER NO. 8 PROVIDING OPPORTUNITY TO
ADDRESS ISSUES AND ESTABLISHING DEADLINES

COMES NOW the City of Manor, Texas, and files this City of Manor's Response to Order No. 8 Providing Opportunity to Address Issues and Establishing Deadlines (the "Response") and responds as follows:

On June 5, 2015, Public Utility Commission of Texas (Commission) Staff filed a response to Order No. 7, which contained testimony from Elizabeth English, Engineering Specialist, Water Division, dated May 25, 2015 (Staff Testimony), that the City of Manor's application did not meet technical requirements required for approval of the application, and requesting certain additional information to determine whether such technical requirements are met. The information requested in Ms. English's testimony and Manor's responses are as follows:

Staff Testimony 1: Status of compliance with TCEQ.

Response: Please see attached letter from TCEQ dated May 29, 2015, labeled *Exhibit*

1-A, addressing the status of the NOV arising from TCEQ's April 24th inspection of Manor's PWS. **Witness:** Mike Tuley, Director of Public Works

Staff Testimony 2. Status of TCEQ approval for facilities necessary to serve the proposed area.

Response: There are two areas proposed to be added to Manor's water CCN, as shown on the attached map labeled *Exhibit 2-A*. The Revised and Restated Development Agreement for the Presidential Glen Subdivision dated June 19th, 2009 (the "Development Agreement"), states that the larger tract is to be served by a 16 inch water line (Section 3.01(a)) and an elevated storage tank (Section 7.01(a)). The 16-inch water line and the elevated storage tank have been completed and are in service. See *Exhibit 2-B, map of the City's water system, which can also be viewed (and enlarged) at http://www.cityofmanor.org/users/Dev_Srvcs/dev_services/1.bManor-Water-Map_01-10-14-Draft.pdf*. The infrastructure required to provide water service to the larger tract is the internal infrastructure. The developer of the larger tract advises that the infrastructure for first two phases of the subdivision is under design, and no plans have been submitted to TCEQ yet. Regarding the smaller tract, no additional off-site infrastructure is required to be installed; only internal infrastructure is required to be installed to serve that tract and the developer of that tract will be required to do so, per section 9.05 of the Development Agreement. No plans for internal infrastructure to serve the smaller tract have been submitted to the TCEQ yet. **Witness:** Mike Tuley, Director of Public

Works

Staff Testimony 3: A statement clarifying how the current and projected capacity requirements will be met.

Response: To address this question, the City must also clarify its response to number 5D and supplement its response to Section 5H of the City's CCN Application. In response to number 5D, the City stated that it had 2,408 metered connections as of July 2, 2014. What needs to be clarified about that number is that of those 2,408 metered connections, 732 of those connections are within Manville's CCN and are served by Manor under a Wholesale Water Supply Contract with Manville, dated February 1, 2006 (the "Wholesale Agreement"). *See Exhibit 3-A.* Under the Wholesale Agreement, Manville is the source of the water supply to the Service Area defined in the Wholesale Agreement, which includes the Bell Farms, Carriage Hills, and Stonewater Subdivisions. *See Exhibit 2-B, showing the location of the Bell Farms, Carriage Hills, and Stonewater Subdivisions.* Section 5H of the City's CCN Applications should also be supplemented to include the Wholesale Agreement as a source of water on a regular basis.

The City's engineering firm recalculated the production capacity needed for 1676 and 2449 connections, which are the number of current connections, minus the Manville wholesale connections, and the total number of connections including the connections within the proposed CCN area, minus the current Manville wholesale customers. The required production capacity was calculated to be 1.448 MGD for 1676 connections, and 2.116 MGD for 2449 connections.

The City currently meets the water demand for the 1676 connections with its water wells and under its Blue Water Water Supply Agreement dated effective June 1, 2014 (the "Blue Water Agreement"). The City replaced two of the pumps in its wells in the spring of 2015, which increased production from those two wells to 1.080 MGD. *See Exhibit 3-B, water wells rate flow report.* The Public Works Director will request funds be approved in next year's budget for the replacement of the pump in the third well. The City's current production capacity with the wells and the Blue Water Water Supply Agreement is 1.555 MGD. The City will be able to meet water demand for the additional connections. The developer of the larger tract projects a 10-year build out of the subdivision on that tract, subject to market conditions. The developer of the smaller tract projects a 5-year build-out of the subdivision on that tract, subject to market conditions. Under the Blue Water Agreement, if the annual increase of 0.075 MGD is not sufficient to meet production capacity requirements as the subdivisions build out, the City can accelerate the annual increases of the so-called Take or Pay Water up to 1.075 MGD (or now an additional 1.0 MGD) during the first nine years of the contract, subject to such amounts being available in Blue Water's System. In addition, the City has the right to acquire additional water supply from Blue Water to meet growing demand over time; the Blue Water Agreement gives the City the right of first refusal to purchase additional water up to 2.0 MGD at such times that Blue Water receives a bona fide offer for long-term water commitments. Further, while inactive, the Wholesale Agreement with the City of

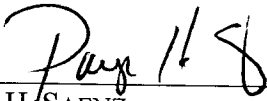
Austin is still in effect, and service can be taken from Austin if needed to meet demand. The City receives a bill each year from the City of Austin for calibration of the wholesale water meeting (*see Exhibit 3-C*), and Austin adopts a wholesale water rate for the City of Manor each year. *See Exhibit 3-D for latest wholesale rates applicable to Manor.*

Witness: Mike Tuley, Public Works Director, and Pauline Gray, City's Engineer

WHEREFORE, PREMISES CONSIDERED, the City of Manor, Texas, files this City of Manor's Response to Order No. 8 Providing Opportunity to Address Issues and Establishing Deadlines and requests the PUC and all parties take due notice, and further requests that PUC staff reconsider its position that the City does not meet the technical requirements for approval of its CCN Application. If additional information is required or if there are additional questions, we respectfully request an opportunity to provide additional information or to schedule a meeting or conference call to address such questions. The City's primary engineer, Frank Phelan, is on a two-week vacation, and while he assisted the City with responses prior to leaving for vacation, he was not available for the final response; if there are additional questions, we believe he can address those and would like an opportunity for him to do so.

Respectfully submitted,

KNIGHT & PARTNERS
223 W. Anderson Lane, Ste. A-105
Austin, Texas 78752
(512) 323-5778
(512) 323-5773 (FAX)



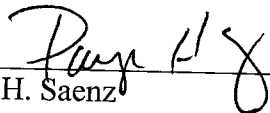
PAIGE H. SAENZ
STATE BAR NO. 24026513

PAIGE@CITYATTORNEYTEXAS.COM

**ATTORNEY FOR THE CITY OF
MANOR**

CERTIFICATE OF SERVICE

I certify that a true and correct copy of this document will be served on all parties of record on June 29, 2015, in accordance with PUC Procedural Rule 22.74.



Paige H. Saenz

VERIFICATION

THE STATE OF TEXAS

§

COUNTY OF TRAVIS

§

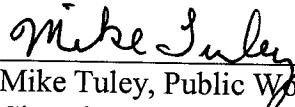
§

BEFORE ME, the undersigned notary, on this day personally appeared Mike Tuley, the affiant, whose identity is known to me. After I administered an oath, affiant testified as follows:

“My name is Mike Tuley. I am the Public Works Director for the City of Manor, Texas. I am capable of making this verification. I have read the City of Manor’s Response to Order No. 8 Providing Opportunity to Address Issues and Establishing Deadlines Responses to Staff Testimony 1, 2 and 3. The facts stated in it are within my personal knowledge and are true and correct.”


"Further Affiant sayeth not."

Signed on this the 29 day of June, 2015.

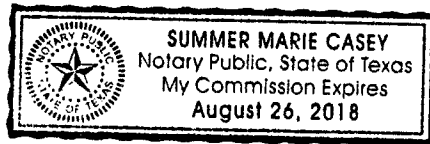


Mike Tuley, Public Works Director
City of Manor

SWORN TO AND SUBSCRIBED BEFORE me by Mike Tuley on June 29, 2015.



NOTARY PUBLIC, IN AND FOR THE
STATE OF TEXAS
My commission expires: Aug. 26, 2018



VERIFICATION

THE STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

BEFORE ME, the undersigned notary, on this day personally appeared Pauline M. Gray, P.E., the affiant, whose identity is known to me. After I administered an oath, affiant testified as follows:

"My name is Pauline M. Gray, P.E. I am an employee of the engineering firm, Jay Engineering Company, Inc., which functions as the City Engineer for the City of Manor, Texas. I am capable of making this verification. I have read the City of Manor's Response to Order No. 8 Providing Opportunity to Address Issues and Establishing Deadlines. The facts stated in the second paragraph of the Response to Staff Testimony 3 are within my personal knowledge and are true and correct."

"Further Affiant sayeth not."

Signed on this the 29 day of June, 2015.

Pauline M Gray

Pauline M. Gray, P.E., City Engineer's Office

SWORN TO AND SUBSCRIBED BEFORE me by Pauline M. Gray, P.E.
on June 29, 2015.



Linda K Larson

NOTARY PUBLIC, IN AND FOR THE
STATE OF TEXAS
My commission expires:

"Exhibit 1-A"

Bryan W. Shaw, Ph.D., P.E., *Chairman*
Toby Baker, *Commissioner*
Zak Covar, *Commissioner*
Richard A. Hyde, P.E., *Executive Director*



COPY

TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

Protecting Texas by Reducing and Preventing Pollution

May 29, 2015

The Honorable Rita G. Jonse
Mayor of Manor
P.O. Box 387
Manor, TX 78653-0387

Re: Notice of Compliance with Notice of Violation (NOV) dated May 19, 2014
City of Manor Water Supply, 402 West Parsons St., Manor (Travis County), Texas
RN 101389989, PWS ID No. 2270002

Dear Mayor Jonse:

This letter is to inform you that Texas Commission on Environmental Quality (TCEQ) Austin Region Office has received adequate compliance documentation on May 21, 2015 to resolve the alleged violation documented during the investigation of the above-referenced regulated entity conducted on April 24, 2014. Based on the information submitted, no further action is required concerning this investigation.

The TCEQ appreciates your assistance in this matter and your compliance efforts to ensure protection of the State's environment. If you or members of your staff have any questions, please feel free to contact Claudia A. Chaffin at the Austin Region Office at (512) 339-2929.

Sincerely,

A handwritten signature in black ink that reads "Shawn Stewart".

Shawn Stewart
Water Section Work Leader
Austin Region Office

SS/cac

cc: Mr. Mike Tuley, Public Works Director, City of Manor, P.O. Box 387, Manor, TX 78653-0387

Summary of Investigation Findings

CITY OF MANOR

, TRAVIS COUNTY,

Additional ID(s): 2270002

Investigation #
1253616
Investigation Date: 05/26/2015

ALLEGED VIOLATION(S) NOTED AND RESOLVED

Track No: 534819
30 TAC Chapter 290.42(l)

Alleged Violation:

Investigation: 1158909

Comment Date: 05/08/2014

The water system failed to have a plant operations manual compiled and kept up-to-date for operator review and reference. This manual should be of sufficient detail to provide the operator with routine maintenance and repair procedures, with protocols to be utilized in the event of a natural or man-made catastrophe, as well as provide telephone numbers of water system personnel, system officials, and local/state/federal agencies to be contacted in the event of an emergency.

Investigation: 1253616

Comment Date: 05/26/2015

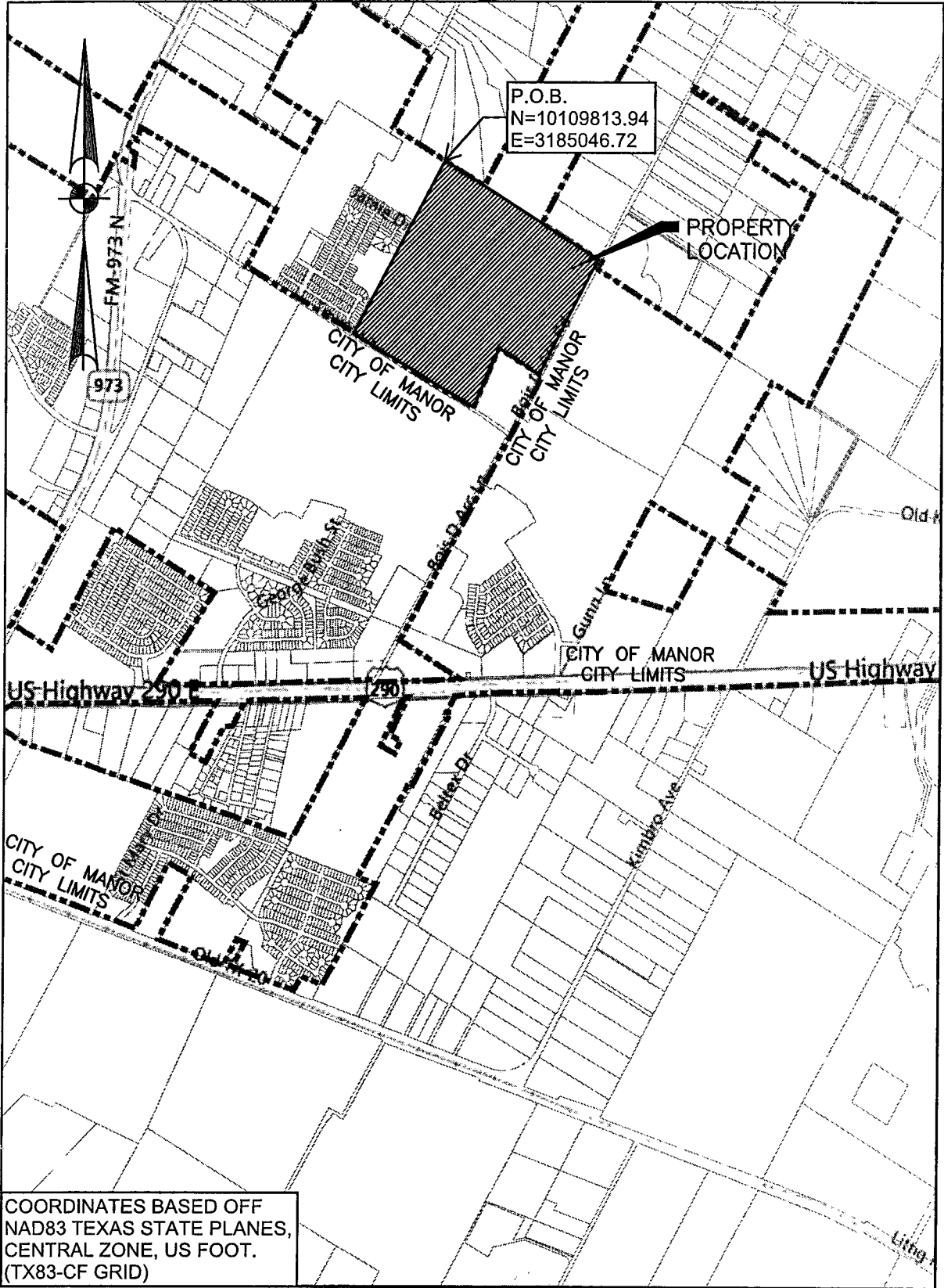
The water system failed to have a plant operations manual compiled and kept up-to-date for operator review and reference. This manual should be of sufficient detail to provide the operator with routine maintenance and repair procedures, with protocols to be utilized in the event of a natural or man-made catastrophe, as well as provide telephone numbers of water system personnel, system officials, and local/state/federal agencies to be contacted in the event of an emergency.

Recommended Corrective Action: Submit a copy of the plant operation manual to the TCEQ Austin Region Office on or before the required due date.

Resolution: A synopsis of the operations manual for each site was submitted on May 21, 2015 to the TCEQ Austin Region Office.

000011

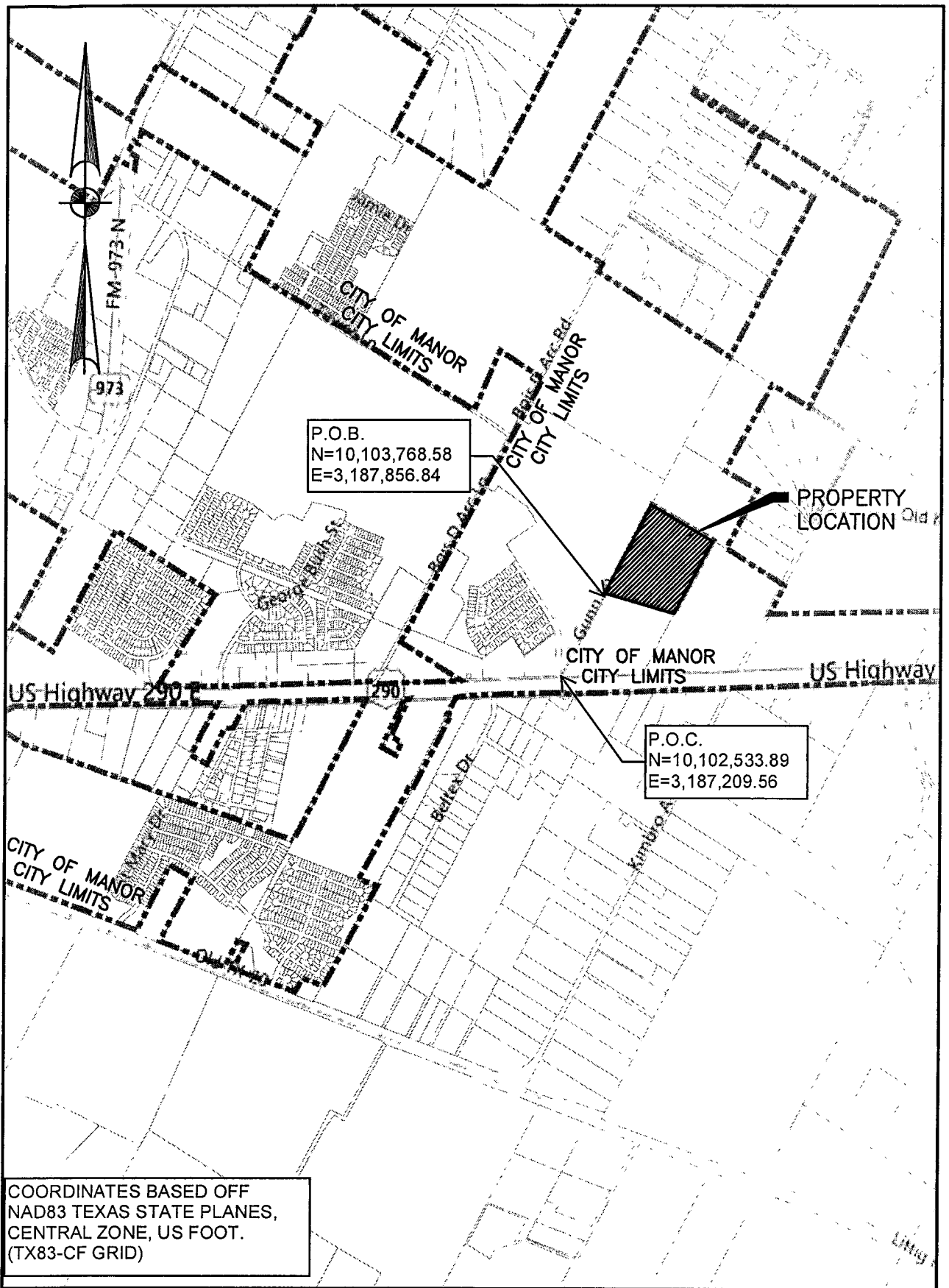
"Exhibit 2-A"



VICINITY MAP

SCALE: 1"=2000'

000013

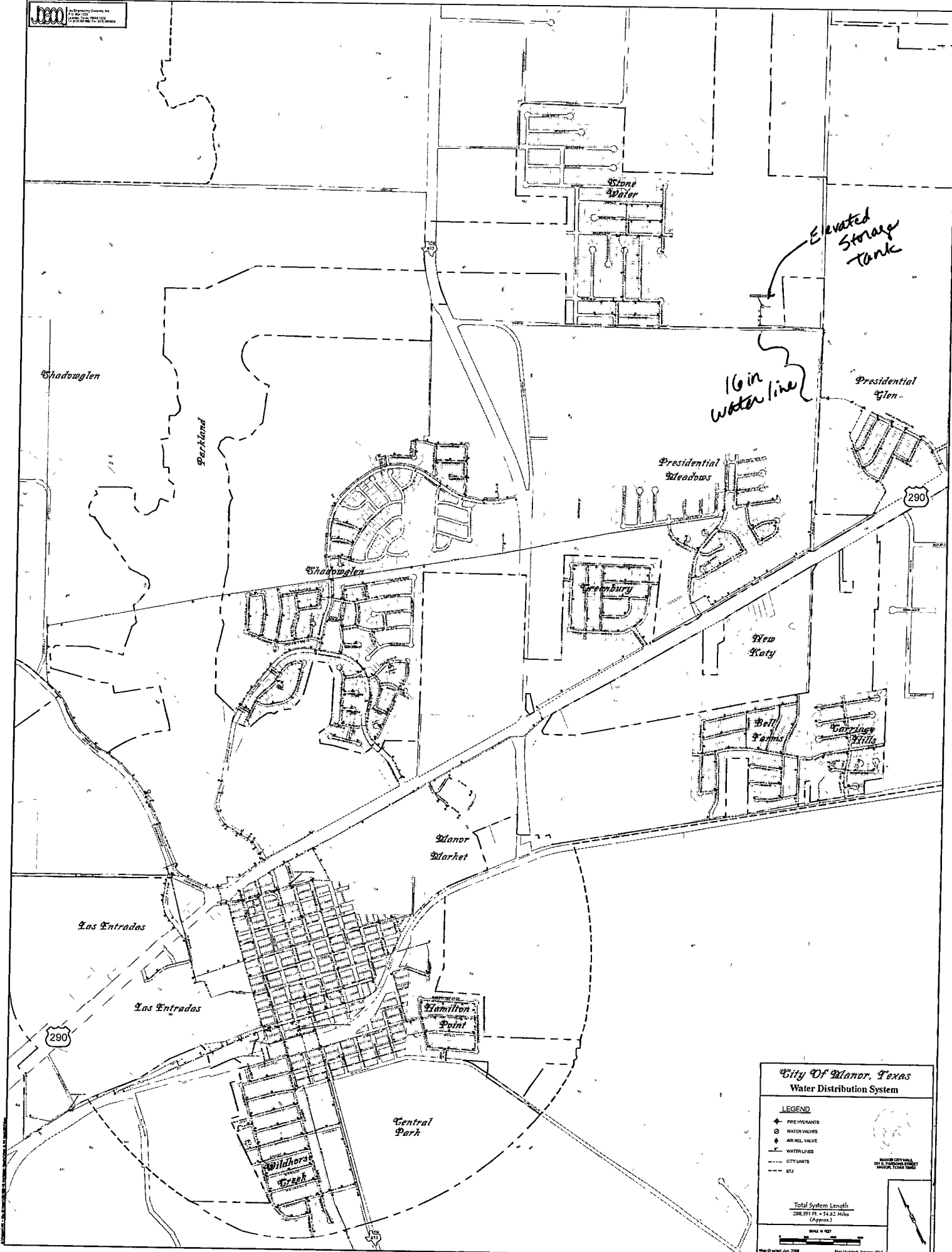


VICINITY MAP

SCALE: 1"=2000'

000014

"Exhibit 2-B"



City Of Manor, Texas
Water Distribution System

LEGEND

- ◆ FIRE HYDRANTS
- WATER VALVES
- ◊ AIR REL. VALVE
- WATER LINES
- CITY LIMITS
- ETZ

Total System Length
 288,391 Ft. = 5.472 Miles
 (Approx.)

SCALE IN FEET

MANOR CITYWALL
 2016, MANOR STREET
 MANOR, TEXAS 75845

Map © 2016, Jan. 2016

"Exhibit 3-A"

WHOLESALE WATER SUPPLY CONTRACT

This Wholesale Water Supply Contract is made and entered into by and between MANVILLE WATER SUPPLY CORPORATION, a member-owned non-profit corporation, existing and operating under the laws of the State of Texas (hereinafter "Manville" or "the company") and the CITY OF MANOR, TEXAS, a municipal corporation (hereinafter "Manor" or "the City"), and sometimes collectively referred to as "the Parties".

WITNESSETH

RECITALS

WHEREAS, Manor operates a retail public water distribution system providing public water utility service within the City's certificated service area;

WHEREAS, Manor has continued to expand its City limits into areas within the certificated service area of Manville;

WHEREAS, for certain properties located within the certificated service area of Manville, Manor desires to become the retail public water distribution system and secure a long-term, potable wholesale water to provide retail service to its customers;

WHEREAS, Manville has represented that it has the capacity to provide sufficient service to support the level of retail water service provided for in this contract to those properties now located within the Manville certificated service area, and desires to provide a wholesale source of potable water to Manor for the purpose of providing retail water service to those properties now located within the Manville certificated service area; and

WHEREAS, Manville is willing and able to take all measures reasonably

necessary and appropriate to provide a water supply to Manor for the limited purpose of serving those properties now located within the Manville certificated service area, within the terms and limits set out in this Agreement, now,

Therefore, FOR AND IN CONSIDERATION of the mutual promises, covenants, obligations, and benefits in this Agreement MANOR and MANVILLE mutually agree as follows:

ARTICLE I
DEFINITIONS AND INTERPRETATIONS

Section 1.1: Definitions. Unless the context requires otherwise, and in addition to the terms defined above, the following terms and phrases used in this Agreement shall have the meanings set out below:

- (1) "Company" means Manville Water Supply Corporation and any successors and assigns that may succeed at any time to the rights and obligations of the company under the terms of this Agreement.
- (2) "Customers" mean only those properties or persons within the Service Area controlled by this Agreement receiving retail water service from Manor, and being within the Manville certificate of convenience and necessity (CCN).
- (3) "Internal Lines" means all of the storage facilities, pressure facilities, water mains, distribution and transmission lines and related appurtenances that are owned or used by Manor and located within its Service Area and through which water is delivered to Customers, but specifically excluding the Plant or any part thereof. By way of example and not in limitation, Internal Lines include storage tanks, pressure facilities, street lines, "yard lines" (which are located between individual water meters and the structure receiving the water service), and other mains, pipes and meters.

- (4) "Living Unit Equivalent" or "LUE" means living unit equivalent and is a measure of the estimated average daily volume of water used by a single family residence; for purposes of this Agreement, an LUE represents 350 gallons per day of water per unit.
- (5) "Manville's CCN" or "CCN" means Manville's water Certificate of Convenience and Necessity, as issued and from time to time amended by the Texas Commission on Environmental Quality, or its successor agency.
- (6) "Person" means any individual, public or private corporation, district, authority, political subdivision or other agency or entity of the State of Texas or the United States of America, any incorporated city or village, whether general law or home-rule, any partnership, joint venture, association, trust, firm, individual or other entity whatsoever.
- (7) "Plant" means all water well, water purification and treatment plants, water storage facilities; storage tanks, water mains, distribution lines, water meters and related appurtenances, whether owned, leased or controlled by Manville, necessary for Manville to deliver water to the Internal Lines, as defined herein.
- (8) "Regulatory Requirements" means the requirements and provisions of the Federal and State constitutions, any and all federal, state and local laws, rules, regulations and permits adopted or issued from time to time (save and except the ordinances of the City of Manor), and all judicial and administrative orders, judgments and decrees of any governmental authority having jurisdiction concerning matters contained in this Agreement.
- (8) "Service" means Retail Water Service that Manor provides or will provide to Persons in its Service Area and within the Manville CCN area, through the Internal Lines.

- (9) "Service Area" means all the property within the boundaries of Manville's CCN to which the City of Manor is authorized herein, as set forth in Section 2.8, to provide Retail Water Service to subject to the terms of this Agreement.
- (10) "Serviceable Property" means property within Manville's CCN containing more than five (5) acres of land with no more than one LUE Manville service connection at the time Retail Water Service is requested from Manor, and which is located within the City limits of Manor or within an area where a request for annexation into the City limits has been approved for processing.
- (11) "Water" means potable water suitable for use for domestic and municipal purposes that meets the Regulatory Requirements for public use and consumption.
- (12) "Water Meter" means any water meter installed at the point of delivery of water supplied to Manor to measure the quantity of water supplied to Manor by Manville.
- (13) "Water Supply" means the water to be provided to Manor pursuant to this Agreement.
- (14) "Wholesale Service" means the delivery of the Water Supply by Manville from the plant through the one or more Water Meters to the Internal Lines.

Section 1:2: Titles. The titles and headings of the articles and sections of this Agreement have been inserted for convenience of reference only, are not to be considered a part hereof and shall not in any way modify or restrict any of the terms or provisions hereof, and shall never be considered or given any effect in construing this Agreement or any provision hereof or in ascertaining intent, if any question of intent should arise. Unless the context requires otherwise, words of the masculine gender shall be construed

to include correlative words of the feminine and neutral genders and vice versa, and words of the singular number shall be construed to include correlative words of the plural number and vice versa.

Section 1.3: Interpretations. This Agreement and all the terms and provisions herein shall be liberally construed to effectuate the purposes set forth herein and to sustain the validity of this Agreement. The Parties agree that this Agreement shall not be construed in favor of or against either party on the basis that the party did or did not author the Agreement. Nothing in this Agreement shall be construed to violate nor shall either party hereto be required by the terms and provisions of this Agreement to violate any Regulatory Requirements, and all acts done pursuant to this Agreement shall be performed in such a manner as to conform thereto.

ARTICLE II

SERVICE AND OPERATION OBLIGATIONS

Section 2.1: Service. Manville and Manor agree that Manville will provide Wholesale Water service to Manor at the points of delivery in accordance with the terms of this Agreement sufficient to permit Manor to provide retail Water Service to those properties within the Manville Service Area at the level of service herein provided for.

Section 2.2: Planning and Construction of Facilities. (a) To assure orderly and progressive development of all the property in the Service Area and the efficient and economical operation and Management of Internal Lines and the Plant, the parties agree to cooperate and coordinate their efforts in identifying, planning and providing for the construction of the Plant and the Internal Systems, and any additions thereto that may be required from time to time to meet the then existing and reasonably projected needs and demands for Service in the Service Area. In furtherance of this objective, the parties agree to engage in a free and open exchange of information and communication on their respective water operations and requirements so that the need for planning and construction of additions to their respective facilities can be identified far enough in

advance for the parties to obtain additional authorizations to comply with Regulatory Requirements, make financing arrangements and take such other actions as may be reasonably necessary or appropriate to have the additions available and operational in a timely manner. The Parties agree to pursue all such actions expeditiously to accomplish the necessary additions in a timely manner.

(b) For water lines and facilities outside the Service Area but within the jurisdiction of Manor, the Parties agree to also cooperate and coordinate their efforts in identifying, planning and providing for the efficient and economical location and installation of water lines.

(c) Within the Service Area, properties which abut or are otherwise contiguous may, at Manor's expense, be looped together provided each connection to the looped system is within the Service Area subject to this Agreement.

Section 2.3: Delivery of Water. Manville will deliver the Water from and through the Plant to the Internal Lines through one or more Water Meters which will measure the volume of water delivered. Points of delivery will be agreed upon by the respective engineers for Manville and Manor based on good engineering practices and at delivery points reasonably close to the boundary of the property or subdivision to be Serviced. During the terms of this Agreement, Manville and Manor may designate additional delivery points by mutual agreement, in the same manner. Subject to the provisions of Section 2.2 herein, Manville agrees at its sole cost and expense to construct and install the elements of the Plant necessary to deliver water from the Plant through the Water Meters to the Internal Lines. The Water shall be owned by Manville until it is delivered to Manor on the downstream side of the Water Meters, and thereafter the Water shall be owned by Manor. Water Meters shall be installed by Manville at the sole cost and expense of Manor or, if and as required by Manor's conditions of service, its developers or customers. .

Section 2.4: Capital Costs. Manville will pay all capital costs for the construction and acquisition of the Plant to the point(s) of delivery. The Internal Lines will be constructed and installed by and at the sole cost and expense of Manor or, if mandated by Manor's

policies, the individual developers and builders in the Service Area. Manville will have no financial responsibility therefore.

Section 2.5: Operation and Maintenance. Manville shall be solely responsible for operating and maintaining the Plant and Water Meters in accordance with all Regulatory Requirements and shall pay all operation and maintenance expenses therefore.

Section 2.6: Retail Services. The Customers to whom Service is provided pursuant to this Agreement shall be Customers of Manor. Manor shall be responsible for operating, maintaining, and managing its Internal Lines, including but not limited to establishing the fees and charges for Service, reading retail meters, billing, and collecting such fees, rates and charges from the Customers, and for operating and maintaining the system in accordance with all Regulatory Requirements. Manor may establish rules and regulations for the Internal Lines subject to its sole discretion, provided however that no such rules or regulations shall be in conflict with or cause Manville to violate the Regulatory Requirements.

Section 2.7: Monthly Charges. Manor agrees to pay Manville a rate per 1,000 gallons of Water supplied to Manor each month (the "Monthly Rate") established in the manner and in accordance with the procedure hereafter provided in this section 2.7.

- a. The Monthly Rate from the first year following the date of execution of this Agreement and thereafter until changed as hereafter provided (the "Initial Monthly Rate") shall be \$3.25 per one thousand (1,000) gallons.
- b. Beginning with calendar year 2007 and each year thereafter the Monthly Rate is subject to adjustment at the option of either party based on the operation and maintenance costs incurred by Manville in providing Wholesale Service to Manor for the preceding calendar year and in accordance with standard rate-setting principles applied by the Texas Commission on Environmental Quality based on the cost of providing service to Manor. Notwithstanding the foregoing, under no circumstances shall the Monthly Rate fall below the initial rate per 1000 gallons set out in Section 2.7, above.

- c. Manville shall notify Manor in writing between January 1 and March 31 of the calendar year for which the rate adjustment is sought, provided that Manor will be given not less than 90 calendar days advance notice of any rate increase before the new Manville rate will go into effect. The adjustments shall be worked out through consultations and negotiations between Manor and Manville, but in no circumstances shall such consultations and negotiations result in a monthly rate below the initial rate set out in Section 2.7. Notwithstanding the foregoing, if Manville increases its standard wholesale rate within one year of the execution of this contract, the new rate will automatically apply to this contract and to the City of Manor, and shall thereafter be deemed the "initial rate" for purposes of this contract.
- d. Manor will be billed for its actual water usage on a monthly basis.
- e. One or more Water Meters will be installed at the points of delivery from the Plant to the Internal Lines to measure the amount of Water provided to Manor. Each month Manville shall read the Water Meters and determine the number of gallons of Water provided to Manor for the preceding month.
- f. All Water Meters shall be calibrated at least once a year and more frequently if requested by Manor. Manor shall have access to the Water Meters at all times for readings and for observation of any calibration tests. Manor will pay the cost of purchase and installation of each Water Meter. Manville will pay the cost of maintenance and calibration of each Water Meter, except that where calibration is requested by Manor, the cost of calibration shall be paid by Manor if the Water Meter was in error on the low side. If the Water Meter is in error by 2% or more, Manville's charge to Manor for Water during the period in question shall be increased or decreased, as appropriate, based on the difference in the amount of Water furnished to Manor for one-half of the time period since the previous calibration was made, but in any event for no longer a period than two months.
- g. Within ten (10) days of receipt of a statement for monthly charges from Manville, Manor will pay the statement charges unless there is a dispute as to the accuracy of the billing, in which case the authorized representatives for

Manville and Manor shall confer to resolve the issues which shall be resolved within sixty (60) days after the date of the statement. The undisputed amount of the statement shall be paid in full within the ten (10) day payment period. If it is determined (whether through consultation or otherwise) that all or part of the disputed amount of the billing to Manor was correct, Manor shall forthwith pay the correct portion of the disputed amount to Manville.

Section 2.08: Area to be Serviced.

- (a) Manville and Manor agree hereby that Manor may provide Service to Serviceable Property within Manville's CCN. Notwithstanding any provisions herein to the contrary, currently three (3) subdivisions are under construction to which Manville hereby consents to Manor Servicing: Bell Farms, Carriage Hills and Stone Water. Upon installation of a Water Meter at an agreed point of delivery and acceptance of the Water Meter, the City of Manor shall service the three subdivisions. Manor shall be responsible for the cost of installation of the three Water Meters.
- (b) For other Serviceable Property, prior to providing service to such Serviceable Property, Manor must notify Manville in writing at least sixty (60) days prior to service being made available of Manor's willingness to service the Serviceable Property. Manor shall ensure that Manville is notified of the number of LUE's requesting service at the Serviceable Property, together with all other information reasonably required by Manville to make a determination as to availability of water to the applicant Serviceable Property. Manville may, by application of its usual and customary terms and conditions of service, refuse or deny service at the level requested. The City of Manor shall have no right to require Manville to initiate new service to Serviceable Property or to approve such initiation by Manor; however, this Agreement shall not be interpreted as interfering with the property owner's rights as set forth in Regulatory Requirements for Manville's CCN.
- (c) This Agreement shall not be interpreted as obligating the City of Manor to become a retail service provider to any tract or property now within the Manville

certificated service area.

- (d) Manville shall have the right, as a condition to service under the terms of this contract by Manor, to collect directly from each property owner, consistent with its tariff, policies and procedures and the Regulatory Requirements applicable to Manville, all capital recovery fees or LUE Fees of any description mandated by Manville as a condition of service. A letter from Manville certifying the payment of all such fees shall be provided to the property owner on request. Manor shall rely on said letter in certifying a subdivision complete and said letter shall be a condition to initiating retail service for Serviceable Property. Notwithstanding the provisions of Section 2.08(a), Manor will not certify a subdivision within the Manville certificate of convenience and necessity area as being complete nor initiate retail water service to any property therein unless Manville has certified to Manor in writing that all applicable fees have been paid by the applicant to Manville, and unless Manville has certified to Manor the availability of sufficient Manville water to meet the proposed demand.

Section 2.09: Use of Water and Emergency Water Purchase.

- (a) The Parties have agreed and from time to time may agree to connect systems at agreed point(s) of delivery for emergency water service between Manor and Manville. In case of an emergency need for Water within the Service Area, Manor may provide temporary water, as agreed with Manville, at the time such temporary emergency services become necessary. In case of an emergency need for Water within the City of Manor, Manville may consent to provide temporary Water, as agreed with Manor, at the time such services become necessary. The rate for such Water shall be the then current retail rate for Water the system providing Water charges at the time temporary Water services are requested.
- (b) When, due to drought, mechanical failure, or other causes beyond the control of Manville, it becomes necessary for Manville to purchase water from third party sources to satisfy its obligations under this contract, Manor agrees to pay on a pass-through basis, the additional cost of such purchased water in excess of Manor's then current price under this contract.

- (c) Except in the case of emergency conditions as provided for in Section 2.09(a), application of water provided by Manville to Manor under the terms of this Agreement to areas not within the Manville certificated service area, and the use of any water not purchased from Manville in the Manville certificated service area, shall constitute fundamental breaches of this Agreement, and Manville may, at its option, terminate future delivery of water until such time as the breach is remedied. Water provided by Manville to Manor under the terms of this Agreement shall not be available for service by Manor to its own certificated service area, or to any geographic area not within the then current certificate of convenience and necessity of Manville. Manor will not apply water from sources other than Manville within the certificate of convenience and necessity of Manville.
- (d) Manville has current retail water service in subdivisions within the herein described Serviceable Area. To the extent that retail service to those subdivisions is to be transferred to Manor under the terms of this Agreement, Manor will assume service to those customers, and will, at its expense, remove the said meters and return same to Manville. Manville and Manor will cooperate to insure an efficient transition of service.

ARTICLE III
CONDITIONS GOVERNING WATER SUPPLY

Section 3.1: Quantity and Quality of Water.

- (a) During the term of this Agreement and subject to Section 4.2 herein, Manville will furnish Manor with a quantity of water in accordance with the terms of this Agreement.
- (b) During the term of this Agreement and subject to Section 4.2 herein, Manville will provide a Water Supply of a quality that will comply with applicable Regulatory Requirements including without limitations, Texas Commission on Environmental Quality Regulations.

Section 3.2: Construction of Water Facilities. Manville agrees that it will acquire additional sources of Water as needed to have sufficient capacity to provide Wholesale Service to Manor as required by this Agreement. The Plant as it currently exists or as constructed and expanded will be designed and constructed to provide water at volumes, pressures and delivery points which meet the requirements of this Agreement.

Section 3.3: Conservation Measures. Prior to the initiation of service under this Agreement, Manor will require and incorporate in its rules, regulations and policies requirements for all of its customers that connect to the Internal Lines after the date of this Agreement to install water conservation devices, and will require all such customers to follow conservation and drought management requirements that equal or exceed those imposed by Manville on its own retail customers. Manville will notify Manor of application of its own conservation and drought management measures, and Manor will take all reasonable measures to insure compliance with those measures.

Section 3.4: Testing of Water. Manor with a representative of Manville shall be entitled to collect samples of the water at the Water Meters and cause the same to be analyzed by a certified commercial laboratory at the Texas Department of Health or the Texas Commission on Environmental Quality in accordance with the appropriate methods to determine if such Water complies with the applicable Regulatory Requirements. If the analysis discloses that the water does not comply with the Regulatory Requirements, Manville shall take all steps necessary to bring the Water into compliance with applicable Texas Commission on Environmental Quality standards and/or other applicable Regulatory Requirements.

Section 3.5: Independent Contractors. Manville and Manor are independent contractors in fulfilling their respective obligations under this Agreement, and nothing herein shall be interpreted as changing or modifying the relationship of the parties unless in writing and signed by both parties.

Section 3.6: Regulatory Action. The Parties recognize that the rights, duties and obligations of Manville and Manor as provided in this Agreement are subject to all present and future Regulatory Requirements, and the parties agree to cooperate in making any applications, obtaining permits and approvals as necessary, and doing such other things and taking such other actions as may be desirable in order to comply with all Regulatory Requirements and accomplish the purposes of this Agreement.

ARTICLE IV

MISCELLANEOUS PROVISIONS

Section 4.1: Term. Unless terminated by mutual agreement of the Parties hereto, this Agreement shall continue in full force and effect for a period of forty (40) years from date hereof.

Section 4.2: Force Majeure. In the event either party is rendered unable wholly or in part, by reason of force majeure to carry out any of its obligations under this Agreement, then the obligations of such party to the extent affected by such force majeure and to the extent that due diligence is being used to resume performance at the earliest practicable time, shall be suspended during the continuance of any inability so caused to the extent provided but for no longer period. As soon as reasonably possible after the occurrence of the force majeure relied upon, the party whose contractual obligations are affected shall give notice and full particulars of such force majeure to the other parties. Such cause, as far as possible, shall be remedied with all reasonable diligence. The term "force majeure", as used herein, shall mean acts of God, strikes, lockouts or other industrial disturbances, acts of the police or enemy, orders of any kind of government or the United States, the State of Texas, a local or municipal government of competent jurisdiction or any other entity other than a party to this contract, or any civil or military authority, insurrections, riots, epidemics, landslides, lightening, earthquakes, fires, hurricanes, storms, floods, washouts, droughts, arrest, civil disturbances, explosions, breakage or accidents to

machinery, pipelines or canals, partial or entire failure of water supply, and any other inabilities of either party, similar to those enumerated, which are not within the control of the party claiming such inability and which such party could not have avoided by the exercise of due diligence and care.

Section 4.3: Remedies upon Default. It is not intended hereby to specify (and this Agreement shall not be considered as specifying) an exclusive remedy for any default but all remedies existing or law or in equity, including specific performance and mandamus, may be availed of by either party and shall be cumulative.

Section 4.4: No Additional Waiver Implied. No waiver or waivers of any breach or default (or any breaches or defaults) by either party hereto of any term, covenant, condition, or liability hereunder, or of performance by the other party of any duty of obligation hereunder shall be deemed or construed to be a waiver of subsequent breaches or defaults of any kind under any circumstances.

Section 4.5: Addresses and Notices. Unless otherwise provided in this Agreement, any notice communications, request, reply, or advice (herein severally and collectively, for convenience, called "notice") herein provided or permitted to be given, made or accepted by either party to the other must be in writing and may be given or be served by depositing the same in the United States mail, postpaid and registered, or by delivering the same to an officer of such party or by prepaid telegram, when appropriate, addressed to the party to be notified. Notice deposited in the mail in the manner herein above described shall be conclusively deemed to be effective unless otherwise stated in this Agreement, from and after the expiration of two (2) mail delivery days after the day it is deposited. Notice given in any other manner shall be effective only if and when received by the party notified. For the purposes of notice, the addresses of the parties shall, until changed as hereinafter provided, be as shown on the signature page of this Agreement. The parties shall have the right from time to time and at any time to change their respective addresses and each shall have the right to specify as its address any other address by at least

000031

fifteen (15) days' written notice to the other party.

Section 4.6: Modification. This Agreement shall be subject to change or modification only by the execution of a writing signed by authorized representatives of each of the parties hereto.

Section 4.7: Assignability and Resale. This Agreement is not assignable by Manor. No water provided under this Agreement may be resold by Manor, except to retail customers within the Service Area designated in this Agreement. Manville shall not assign any of its rights or obligations under this Agreement save and except to an entity acquiring all of Manville Water Supply Corporation.

Section 4.8: Notice of Proceedings Pertaining to Agreement. Manville shall notify Manor of all applications, hearing, enforcement actions and other proceedings to which the Company is a party, affecting or pertaining to this Agreement or the subject matter hereof, at or before the Texas Commission on Environmental Quality, any other agency having jurisdiction or any court as soon as practical after any such application, activity or proceeding is initiated or commenced.

Section 4.9: Parties in Interest. This Agreement shall be for the sole and exclusive benefit of Manor and Manville, and their successors and assigns. There are no third party beneficiaries to this Agreement. Manor's retail customers shall not be deemed third party beneficiaries to this Agreement.

Section 4.10: Severability. The provisions of this Agreement are severable and if any word, phrase, clause sentence, paragraph, section or other part of this Agreement or the applications 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 word, phrase, clause sentence, paragraph, section or other part of this Agreement to other persons or circumstances shall not be affected thereby.

Section 4.11: Franchise Fees. For properties within the Service Area, Manor will not seek to impose or charge Manville Franchise fees of any description during the term of this Agreement.

Section 4.12: Binding. This Agreement shall be binding on and inure to the benefit of the parties and their respective successors, representatives and assigns.

Section 4.14: Encroachment. This Agreement provides the exclusive means by which Manor may undertake to provide retail water service to properties currently within the Manville certificated water service area. Neither party will seek to encroach upon the certificated service area of the other; provided, however, that CCN-related applications initiated by individual landowners or developers under the authority of the Texas Water Code or the regulations of the Texas Commission on Environmental Quality shall not be deemed encroachments by either party.

Section 4.14: Governing Law. This agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Travis County, Texas. Venue shall lie exclusively in Travis County, Texas.

Section 4.13: Authorization. Execution of this Agreement has been authorized by lawful and appropriate action by the City Council of the City of Manor, after due notice, and by the Board of Directors of Manville Water Supply Corporation, as a valid and official act and deed of the City and the Corporation respectively.

000033

EXECUTED as of this 2nd day of February 2006 in multiple originals and effective February 1, 2006.

CITY OF MANOR, TEXAS

By: Jeff Turner

Jeff Turner, Mayor

P.O. Box 387

Manor, Texas 78653

MANVILLE WATER SUPPLY CORP.

By: Atlan Pfluger

Atlan Pfluger, President

P.O. Box 248

Coupland, Texas 78615

000034

"Exhibit 3-B"

FMS

FLUID METER SERVICE, CORP.

FMS (800) 944-4472
 (512) 258-3594 Tel.
 (512) 258-4386 Fax

Gary Faber - C.E.O.
 512-426-4035 Mobile
 Email fluidmeter1@aol.com

SALES • REPAIR • TESTING • CALIBRATION
 METERS • CONTROLLERS • VALVES • BACKFLOW PREVENTERS

P.O. Box 340215
 Austin, TX 78734-0215

7304 McNeil Dr., #604
 Austin, TX 78729

TO: CITY OF MANOR

DATE: 6/26/15

SIZE: 6" MAKE: SENSUS TYPE: PROP 300

METER LOCATION WELL#1

METER# 28708
 READ BEFORE: 358177 X 1000

P.O.# _____ W.O.# _____ FMS ORDER # _____

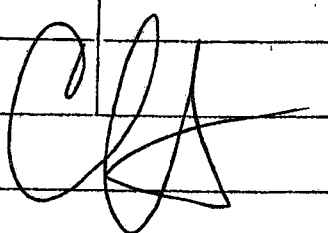
QUANTITY	DESCRIPTION	PRICE -
1	Field Test Meter	
	COULD NOT TEST DUE TO	
	AIR IN LINE	

CERTIFICATE OF CALIBRATION

This is to certify that the physical standards described below were on this day compared to the standards of the state of Texas which are directly traceable to standards of the National Bureau of Standards [NBS Test-No.'s 39569,40093,179355,225713] A.W.W.A Test.

DETAILS OF TEST

LINE NO.	CUM. GALS.	RATE OF FLOW G.P.M.	TOTAL CUM. GALS.	% OF ACCURACY	CORRECTED % OF ACCURACY
1		170			

SIGNATURE: 

000036

FMS

FLUID METER SERVICE, CORP.

FMS (800) 944-4472
(512) 258-3594 Tel.
(512) 258-4386 Fax

Gary Faber - C.E.O.
512-426-4035 Mobile
Email fluidmeter1@aol.com

SALES • REPAIR • TESTING • CALIBRATION
METER • CUMULATIVE VALUE • BACKFLOW PREVENTERS

P.O. Box 340215
Austin, TX 78734-0215

7304 McNeil Dr., #604
Austin, TX 78729

TO: CITY OF MANOR

DATE: 6/26/15

SIZE: 4" MAKE: SENSUS TYPE: PROP 300

METER LOCATION WELL # 2

METER# 28057

READ: 192960
BEFORE: X1000

P.O.# _____ W.O.# _____ FMS ORDER # _____

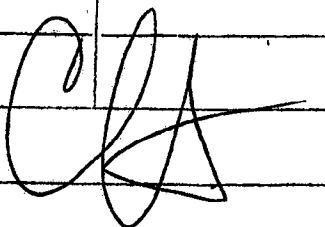
QUANTITY	DESCRIPTION	PRICE -
<u>1</u>	<u>Field Test Meter</u>	

CERTIFICATE OF CALIBRATION

This is to certify that the physical standards described below were on this day compared to the standards of the state of Texas which are directly traceable to standards of the National Bureau of Standards [NBS Test-No.'s 39569,40093,179355,225713] A W.W.A Test.

DETAILS OF TEST

LINE NO.	CUM. FT. GALS.	RATE OF FLOW G.P.M.	TOTAL CUM. FT. GALS.	% OF ACCURACY	CORRECTED % OF ACCURACY
<u>1</u>	<u>1013</u>	<u>306</u>	<u>1000</u>	<u>98.7%</u>	

SIGNATURE: 

000037

FMS

FLUID METER SERVICE, CORP.

FMS (800) 944-4472
 (512) 258-3594 Tel.
 (512) 258-4386 Fax

Gary Faber - C.E.O.
 512-426-4035 Mobile
 Email fluidmeter1@aol.com

SALES • REPAIR • TESTING • CALIBRATION
 METERS • CONTROL VALVES • BACKFLOW PREVENTERS

P.O. Box 340215
 Austin, TX 78734-0215

7304 McNeil Dr., #604
 Austin, TX 78729

TO: CITY OF MANOR

DATE: 6/26/15

SIZE: 6" MAKE: SENSUS TYPE: PROP 300

METER LOCATION WELL #3

METER# 29084
 READ BEFORE: 442007 X 1000

P.O.# _____ W.O.# _____ FMS ORDER # _____

QUANTITY	DESCRIPTION	PRICE -
1	Field Test Meter	

CERTIFICATE OF CALIBRATION

This is to certify that the physical standards described below were on this day compared to the standards of the state of Texas which are directly traceable to standards of the National Bureau of Standards [NBS Test-No.'s 39569,40093,179355,225713] A.W.W.A Test.

DETAILS OF TEST

LINE NO.	CUFFT. GALS.	RATE OF FLOW G.P.M.	TOTAL CUFFT. GALS.	% OF ACCURACY	CORRECTED % OF ACCURACY
1	1621	275	1600	98.7%	

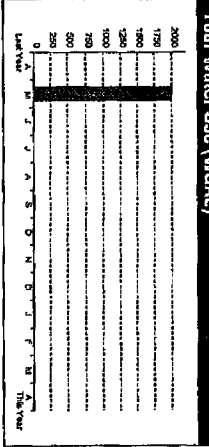
SIGNATURE: 

000038

"Exhibit 3-C"

Service Details

Your Water Use (W/GAL)



Days of service: 28
 Gallons used: 0
 Avg. gallons per day: 0.0
 Avg. cost per day: \$1.20
 13 month avg. consumption: 153.85

WATER SERVICE

10303 E US 290 HWY EB

Meter # 230391

Read Date	03/05/2015	04/02/2015	Consumption
Read	455480	455480	0
	Reading Difference in Hundreds		0
	Total Consumption in Gallons		0

City of Austin Water - Wholesale
 Customer Charge \$31.00
 Backflow Prev Fee 1 @ \$2.55 ea \$2.55

TOTAL CURRENT CHARGES \$33.55



WASTEWATER SERVICE

427 W PARSONS ST

Service Dates	03/05/2015	04/06/2015
---------------	------------	------------

City of Austin Wastewater Only - Wholesale (MUD)
 Customer Charge \$10.30
 12,166,800 Gallons at \$5.64 per 1,000 \$68,620.75
 Ind. Waste Surcharge 12,166,800 Gallons at \$0.11 per 1,000 \$1,387.75
TOTAL CURRENT CHARGES \$70,018.80

Adjustment

427 W PARSONS ST

Industrial Waste Surcharge \$393.36
TOTAL CURRENT CHARGES \$393.36



J01-0036157

1 of 2 PAGES

Page 1 of 2

000041

Utility News

Bill Cycle 03

Read Dates

Next meter read date will be on or about 5/1/2015.

Outstanding utility bill balances? Set up monthly payment arrangements to keep your account in good standing. Call 512-494-9400 and a Customer Service Representative will assist you.

Contact Information

View or Pay online: www.coautilities.com

Customer Service: 512-494-9400
or call toll free at 1-888-340-6465
TDD: 512-477-8663
Se Habla Español

To report an electrical **OUTAGE** call 512-322-9100 and enter your **Powerlink** number. The **Powerlink** number is displayed with your Electric Service on the bill.

Summary of Service

CITY OF MANOR TEXAS
Service Address: 10303 E US 290 HWY EB
Account Number: 11585 30000
Invoice Number: 115851109662

Bill Print Date: Apr 6, 2015
Due Date: Apr 23, 2015

Previous Activity/Charges

Total Amount Due at Last Bill: \$56,179.31
Payment received - Thank you: -\$56,179.31

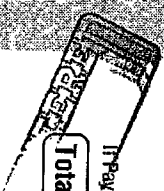
Previous Balance: \$0.00

Current Activity/Charges

Water Service: \$30.53
Wastewater Service: \$275.53
Adjustment: \$0.00
Current Balance: \$70,445.71

If Payment is received after due date, a late fee will be assessed.

Total Amount Due: \$70,445.71



Continued On Next Page



"Exhibit 3-D"

Skip to main content
YOU ARE HERE



SEARCH FORM

Search
Search

	Contact	Jobs	Report Leaks	Report Water Waste	Customer Service	Translate
Residents	Commercial	Conservation	Water Quality	Environmental Protection		
General Info						

WATER SERVICE RATES - WHOLESALE CUSTOMERS

Click here for proposed water rates for wholesale customers.

Water Service Rates - Wholesale Customers - Approved rates effective November 1, 2014

Share

Contact : Austin Water Utility

Email



Austin Water Utility is owned and operated by the City of Austin.

000043

**City of Austin, Texas
Austin Water Utility**

**WATER SERVICE RATES - WHOLESALE CUSTOMERS
Approved Rates
Effective November 1, 2014**

MONTHLY CUSTOMER ACCOUNT CHARGE:

<u>Meter Size</u>	<u>Customer Account Charge Per Month</u>	<u>Equivalent Meter Charge Per Month</u>	<u>Total Customer Charge Per Month</u>
5/8	\$ 4.60	\$ 3.40	\$ 8.00
3/4	4.60	4.40	\$ 9.00
1	4.60	5.40	\$ 10.00
1 1/4	4.60	7.40	\$ 12.00
1 1/2	4.60	9.40	\$ 14.00
2	4.60	14.40	\$ 19.00
3	4.60	26.40	\$ 31.00
4	4.60	40.40	\$ 45.00
6	4.60	79.40	\$ 84.00
8	4.60	126.40	\$ 131.00
10	4.60	181.40	\$ 186.00
12	4.60	266.40	\$ 271.00

VOLUME AND UNIT CHARGES: ALL VOLUMES

	<u>FIXED MINIMUM CHARGE</u>	<u>UNIT COST PER 1000 GALLONS</u>
Creedmoor- Maha Water Supply Corp.	\$ 2,800.00	\$ 3.89
High Valley Water Supply Corp.	250.00	3.87
Lost Creek MUD	12,000.00	4.26
Manor, City of	-	5.09
Marsha Water Supply Corp.	450.00	3.92
Morningside Subdivision	75.00	5.09
Night Hawk Water Supply Corp.	450.00	3.90
North Austin MUD #1	12,500.00	4.07
Northtown MUD	10,000.00	3.86
Rivercrest Water Supply	4,500.00	4.35
Rollingwood, City of	5,000.00	4.65
Shady Hollow MUD	7,500.00	4.45
Sunset Valley, City of	4,000.00	4.24
Travis Co. WCID #10	31,000.00	4.13
Village of San Leanna	200.00	4.06
Wells Branch MUD - N.A.G.C.	18,000.00	3.98
Windermere Utility Co.	350.00	6.77
Average Wholesale Rate		\$ 4.10

Water Revenue Stability Reserve Fund Surcharge:

	<u>UNIT RATE PER 1,000 GALLONS</u>
All Volumes	\$ 0.12

000044