



Filing Receipt

Received - 2022-03-07 02:52:37 PM
Control Number - 51842
ItemNumber - 29

DOCKET NO. 51842

PETITION OF KENNETH F. JENKINS, §	BEFORE THE PUBLIC UTILITY
TRUSTEE OF THE HINSVARK §	
FAMILY TRUST TO AMEND AQUA §	COMMISSION OF TEXAS
TEXAS, INC'S CERTIFICATE OF §	
CONVENIENCE AND NECESSITY §	
IN BASTROP COUNTY BY §	
EXPEDITED RELEASE §	

JOINT NOTICE OF AGREEMENT REGARDING COMPENSATION

TO THE HONORABLE ADMINISTRATIVE LAW JUDGE:

In accordance with Texas Water Code §§ 13.254 and 13.2541 and current Public Utility Commission of Texas ("PUC") Rule 24.245, Central Texas Airport LLC ("CTA") as the current owner of the tract of land which is the subject of this proceeding and previously owned by the Hinsvark Family Trust and Respondent Aqua Texas, Inc. ("Aqua Texas") (CTA and Aqua Texas cumulatively referred to as the "Parties") file this joint notice of agreement and accompanying Agreement Regarding Compensation. The Parties have, through good faith negotiations, resolved all their issues concerning compensation to their mutual satisfaction, do not desire to further burden the PUC, and executed and memorialized in writing the attached Compromise and Settlement Agreement that provides for the payment of \$4,800.00 for just and adequate compensation and that otherwise meets the applicable compensation standards set forth in Texas Water Code §§ 13.254(g) and 13.2541 and applicable PUC regulations.

CONCLUSION AND PRAYER

Texas Water Code § 13.2541(f) provides that the PUC may require an award of compensation by the petitioner to the certificate holder where a landowner successfully petitions the PUC for the streamlined expedited release of at least 25 acres. The Parties jointly request that

an order be issued approving the resolution of the compensation issue by agreement of the Parties and closing this docket.

Respectfully submitted.

DAVIDSON, TROILO, REAM & GARZA, PC

By: 

Patrick W. Lindner
State Bar No. 12367850
plindner@dtgrlaw.com
601 NW Loop 410, Suite 100
San Antonio, Texas 78216
(210) 349-6484
(210) 349-0041 Facsimile

**ATTORNEYS FOR THE HINSVARK FAMILY
TRUST AND CENTRAL TEXAS AIRPORT,
LLC**

CERTIFICATE OF SERVICE

I certify that, unless otherwise ordered by the presiding officer, notice of the filing of this document was provided to all parties of record via electronic mail on March 7, 2022 in accordance with the Order Suspending Rules, issued in Project No. 50564.


Patrick W. Lindner

**AGREEMENT REGARDING
COMPENSATION BY AND BETWEEN
CENTRAL TEXAS AIRPORT, LLC, AS CURRENT OWNER OF THE TRACT OWNED
BY THE HINSVARK FAMILY TRUST, AND AQUA TEXAS, INC.**

This Compromise and Settlement Agreement ("Agreement") is entered into by and between Central Texas Airport, LLC, ("CTA") as the current owner of the tract of land owned by the Hinsvark Family Trust ("Hinsvark") that is the subject of this Agreement, and Aqua Texas, Inc., a Texas corporation and investor-owned utility ("Aqua Texas") (CTA and Aqua Texas referred to collectively as "the Parties," and individually depending up on the context. ("Party"), to memorialize the resolution of their dispute regarding Public Utility Commission of Texas (PUC) Docket No. 51842 ("Docket 51842").

RECITALS

WHEREAS, Aqua Texas is the holder of sewer Certificate of Convenience and Necessity (CCN) No. 21116 in Bastrop County, Texas.

WHEREAS, the PUC approved a petition filed by Hinsvark to decertify portions of Aqua Texas' sewer CCN boundaries that overlap approximately 269.692 acres of land (the "Decertified Area") in Docket 51842;

WHEREAS, Texas Sewer Code 13.2541 (f) provides that the PUC may require an award of compensation to the CCN holder in a matter where the petitioner successfully decertifies land from the certificate holders CCNs by stream lined expedited release;

WHEREAS, in lieu of pursuing the appraisal process contemplated by Order No. 3 in Docket 51842, the Parties have, through good faith negotiations and in an interest to forego further expense of appraisals, legal fees and costs associated with Docket 51842 resolved all issues concerning the compensation for the Decertified Area, and have entered into this Agreement to memorialize their understandings regarding said compensation; and

WHEREAS, the Parties agree and stipulate that this Agreement will resolve all matter in dispute regarding Docket 51842.

NOW THEREFORE, in consideration of the mutual promises and agreements herein contained, including the recitals set forth hereinabove, the Parties agree as follows:

AGREEMENT

1. Recitals. The recitals above are incorporated into the terms of the Agreement for all purposes.
2. Settlement Amount. CTA agrees to pay Aqua Texas the amount of \$4,800.00 (four thousand eight hundred and no/100 dollars) (the "Settlement Amount") to provide adequate

compensation and settlement issues in Docket 51842. In lieu of the 90-day period to pay any compensation due as contemplated in the Order signed on January 31, 2022, in this docket, CTA agrees to pay Aqua Texas the Settlement Amount not later than 35 (thirty-five) calendar day after the PUC enters a final order approving the method and manner or compensation herein described and closing docket. Aqua Texas agrees that the Settlement Amount is sufficient to resolve its dispute with CTA regarding compensation in Docket 51842.

Aqua Texas agrees to represent to the PUC that it has been sufficiently compensated by CTA in this docket under the applicable standards in sections 13.254 and 13.2541 of the Texas Water Code and PUC's applicable regulations and policies (the "Compensation Standards"). In the event that the PUC orders the Parties to submit an appraisal or any other information indicative of the amount of compensation due. The Parties agree at most to advise that the agreed-upon compensation of the Settlement Amount of \$4,800.00 represents appropriate compensation under the Compensation Standards. If the PUC orders a lesser or greater amount be paid for compensation, the Parties agree to coordinate a joint filing advising the PUC that their Settlement Amount represents appropriate compensation under the Compensation Standards.

3. Joint Notice of Agreement Regarding Compensation. The Parties recognize that current PUC Rule 24.245 provides that if the current CCN holder and the Petitioner reach an agreement regarding compensation, they must make a joint filing with the Commission stating the amount of the compensation to be paid. The Parties agree to file at the PUC a Joint Notice of Agreement Regarding Compensation.
4. Effect of Agreement.
 - a. This Agreement does not adopt any particular methodology and underlying the compensation amount reflected in this Agreement.
 - b. The failure to litigate any specific issue in this docket does not waive any Party's rights to contest that issue in any other current or future proceeding. The failure to litigate an issue cannot be asserted as a defense or estoppel, or any similar argument, by or against any Party in any other proceedings.
 - c. The terms of this Agreement may not be used either as an admission or concession of any sort except to enforce the terms of this Agreement. Oral or written statements made during the course of the settlement negotiations may not be used for any purposes other than as necessary to support the entry by the Commission of an order consistent with this Agreement. All oral or written statements made during the course of the settlement negotiations are governed by TEX. R. EVID. 408.
 - d. The Parties arrived at this Agreement through extensive negotiation and compromise. The settlement discussions were open, transparent, and inclusive of each Party to this docket who desired to participate. This Agreement reflects a compromise, settlement and accommodation among the Parties, and the Parties

agree that the terms and conditions herein are interdependent. All actions by the Parties contemplated or required by this Agreement are conditioned upon entry by the Commission of a final order fully consistent with this Agreement. If the Administrative Law Judge or Commission does not accept this Agreement as presented or enters an order inconsistent with any term of this Agreement, then the Parties agree to request a continuance for sufficient time for the Parties to address the Administrative Law Judge's or Commission's issues with the Agreement. If after the Parties attempt to address any concerns as contemplated in the preceding sentence, the Commission ultimately enters an order inconsistent with any term of the most recently filed agreement and any amendment thereto, each Party shall be released from all commitments and obligations, and shall have the right to seek hearing on all issues, present evidence, and advance any positions it desires as if it had not been a Party.

- e. This Agreement is binding on each Party for the purpose of settling the issues as set forth herein and for no other purposes. It is acknowledged that a Party's support of the matters contained in this Agreement may differ from the position taken or testimony presented by it in this proceeding or other proceedings. To the extent that there is a difference, a Party does not waive its position in any other proceedings. Because this is a compromise and settlement Agreement, no Party is under any obligation to take the same positions as set out in this Agreement in other proceedings whether those proceedings present the same or a different set of circumstances. This Agreement shall not be binding or precedential upon a Party outside this docket and the Parties retain their rights to pursue relief to which they may be entitled in other proceedings.
5. Counterparts. This Agreement may be executed in multiple counterparts, each of which will be deemed an original, and all of which will constitute one and the same agreement.
 6. Entire Agreement. This Agreement contains the entire agreement and understanding among the Parties with respect to full compromise and settlement of all matters involving PUC Docket No. 51842 and supersedes all prior agreements and understandings, inducements or conditions, whether express or implied, oral or written.

By their signatures below, the individuals signing this Agreement represent that they have full authority to bind and otherwise compromise the respective interests of the Parties they represent, and hereby intend to cause this Agreement to be effective as of the date last signed by the Parties.

AGREED:

CENTRAL TEXAS AIRPORT, LLC

By: James R. Carpenter

Manager

Date: 3-3-2022

AQUA TEXAS, INC.

By: Mark H. McCoy DS

President

Date: 3/4/2022