

WATER SERVICE TRANSFER AGREEMENT

STATE OF TEXAS §

COUNTY OF TRAVIS §

This WATER SERVICE AREA TRANSFER AGREEMENT (this "*Agreement*") is entered into by and between **Manville Water Supply Corporation**, a Texas nonprofit water supply corporation ("*Manville* ") and the **City of Manor**, a Texas home rule municipality operating a retail public water utility (the "*City*"). Manville and the City are each referred to herein as a "*Party*" and are collectively referred to herein as the "*Parties.*"

Recitals

WHEREAS, Manville is the holder of Certificate of Convenience and Necessity No. 11144 (the "*Manville CCN*"), the boundaries of which are within Travis, Bastrop, Lee, and Williamson Counties, Texas;

WHEREAS, the City is the holder of water CCN No. 10947, the boundaries of which are primarily within Travis County, Texas (the "*City CCN*");

WHEREAS, Texas Water Code ("*TWC*") §13.248 authorizes contracts between retail public utilities designating areas and customers to be served by those retail public utilities, when approved by the Public Utility Commission of Texas (the "*PUC*") after public notice and hearing;

WHEREAS, the Manville CCN and the City CCN boundaries are adjacent to each other in certain locations;

WHEREAS, OWNERS Kenneth R. Tumlinson and Suanna M. Tumlinson ("*Owner*" or "*Tumlinson*") own one tract of land at 12200 Tower Road within the corporate limits of City totaling approximately 15.4217 acres all of which is located in the Manville CCN, which is more particularly described and depicted in **Exhibit "A"** attached hereto (the "*Transfer Tract*");

WHEREAS, Owner has requested, and Manville has agreed, to authorize the transfer of the Transfer Tract from the Manville CCN to the City CCN;

WHEREAS, no customers or facilities exist on the Transfer Tract, hence none are being transferred as part of this Agreement; and

WHEREAS, the Parties desire to transfer the retail water certification for the Transfer Tract from the Manville CCN to the City CCN in accordance with the terms of this Agreement.

NOW THEREFORE, for and in consideration of the mutual promises and covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by all Parties, it is agreed as follows:

1. **Purpose.** This Agreement shall be a "contract" designating areas and customers to be served by the Parties in accordance with TWC § 13.248.

2. **Transfer.** Manville transfers to the City, and the City accepts from Manville, the portion of the Manville CCN that overlaps with the Transfer Tract as depicted in the **Exhibit "B"** General Location Map and in the **Exhibit "C"** Detailed Map attached hereto, and the Parties hereby agree to the modifications of the boundaries of their water CCNs accordingly and designate the City as the retail water service provider for the Transfer Tract.

3. **Notice Requirements.** On May 21, 2024, the Manville Board of Directors considered and approved Owner's request for Manville's willingness to join with the City in an application to the PUC to transfer approximately 15.4217 acres from its water service area to the City. **Exhibit "D"** hereto contains the Agenda announcing the May 21, 2024, board meeting (see Agenda Item 7.c.), and the Minutes from that meeting demonstrating that the Board approved the transfer of the said approximately 15.4217 acres. **Exhibit "E"** is an affidavit from Manville's General Manager, Erik Prinz, attesting to the fact that the Manville Board did indeed carry out the public notice. Thus, the public notice requirements set forth at 16 TAC 24.253 (c)(2) and (3) have been fulfilled.

4. **Compensation.** By separate agreement, Owner and Manville entered a compensation arrangement for Manville's agreement to move the Transfer Tract from the Manville CCN to the City CCN. Manville does not require compensation from the City for the subject transfer.

5. **List of Exhibits**

- Exhibit A: Survey of Transfer Tract
- Exhibit B: General Location Map
- Exhibit C: Detailed Map
- Exhibit D: Manville Board Meeting Agenda and Minutes
- Exhibit E: Affidavit of Erik Prinz, Manville General Manager

6. **PUC Application.** The Parties agree to cooperate and collaborate in all actions necessary to prepare, file, and advance the application at the PUC necessary to approve the transfer of the Transfer Tract from the Manville CCN to the City CCN (the "Application"). The Parties agree that Owner will take primary responsibility for drafting, filing, and advancing that Application, in collaboration with Manville and the City. The Parties agree to cooperate in a timely manner in advancing the Application. If the PUC denies the Application in whole or in part, or is unwilling to process the Application, then the Parties agree to implement an alternate approach in a reasonable amount of time that is substantially similar to and accomplishes the purposes of this Agreement.

7. **No Continuing Obligation to Serve.** The Parties agree that, upon PUC approval of the Application, Manville shall have no further obligation to provide retail water service to the Transfer Tract.

8. **City Service.** Retail water service by the City to the Transfer Tract will be governed by the City's established service policies.

9. **Term.** This Agreement will terminate on the date that the PUC's decision regarding the Application is final and non-appealable.

10. **Effective Date.** The Effective Date shall be the date on which the last party signs the Agreement.

11. **Applicable Law.** This Agreement shall be governed by, and construed in accordance with, the Constitution and laws of the State of Texas.

12. **Entire Agreement.** This Agreement reflects the entire agreement between the Parties, and supersedes all prior and contemporaneous agreements and understandings, both written and oral, between the Parties with respect to the subject matter hereof.

13. **Notices.** All notices and correspondence pertaining to the Agreement shall be in writing delivered by hand or certified mail, return receipt requested and postage prepaid, or by nationally recognized courier service, and shall be addressed as follows, unless a Party notifies the other in accordance with this Section of a change of address or other information provided herein:

If to Manville:

Manville Water Supply Corporation
Attn: General Manager
PO Box 248
Coupand, Texas 78615
(512) 856-2488

With a copy of all notices to:
Law Office of Z.T. Evans, PLLC
2900 W. Anderson Lane
Bldg. C-200, Ste. 354
Austin, Texas 78757
zac@ztevaslaw.com

If to the City:

City of Manor
Attn: City Manager
105 E. Eggleston Street
Manor, Texas, 78653
Telephone: (512) 972-0117

With a copy of all notices to:

Paige Saenz
The Knight Law Firm, LLP
223 West Anderson Lane, Suite A-105
Austin, Texas 78752
Email: paige@cityattorneytexas.com

If to the Owner:

Kenneth R. Tumlinson and Suanna M. Tumlinson
1200 Tower Road
Manor, Texas 78653
Email: kenneth@tttcompanies.com and
Suanna@tttcompanies.com

With a copy of all notices to:

Pam Madere
Jackson Walker LLP
100 Congress Ave, Suite 1100
Austin, Texas 78746
Email: pmadere@jw.com

Notice shall be effective only upon receipt by the party being served, except notice shall be deemed delivered and received seventy-two (72) hours after posting by the United States Post Office, by the method described above.

14. **Successors and Assigns.** This Agreement shall bind the Parties and their legal successors but shall not otherwise be assignable by any Party without prior written consent of the other Party, which consent shall not be unreasonably withheld.

15. **Venue.** Venue, whether administrative or judicial, shall be proper and lie exclusively in the state courts of Travis County, Texas.

16. **Recitals.** The above recitals are true and correct and are incorporated into this Agreement for all purposes.

17. **Multiple Originals.** This Agreement may be executed in any number of counterparts, each of which shall be, for all purposes, deemed to be an original, and all such counterparts shall together constitute and be one and the same instrument.

18. **Authority.** The Parties represent that the individuals named below are duly authorized to execute this Agreement on behalf of their respective Party.

19. **Enforceability.** The Parties agree that this Agreement constitutes the legal, valid, and binding obligation of each Party hereto, enforceable in accordance with its terms, and that each Party is entering into this Agreement in reliance upon the enforceability of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement effective as of the date signed by the last of the Parties hereto (the "Effective Date").

MANVILLE WATER SUPPLY
CORPORATION

By:  _____

Name: Erik Prinz _____

Time: General Manager _____

Date: 9-3-2024 _____

CITY OF MANOR

By: _____

Name: Scott Moore _____

Time: City Manager _____

Date: _____

EXHIBIT A

PROPERTY DESCRIPTION

BEING a tract of land situated in the Green Berry Gates Survey, Abstract No. 315, located in the City of Manor, Travis County, Texas being all of a called 15.4217 acre tract of land conveyed to Kenneth R. Tumlinson and Suanna M. Tumlinson by deed recorded in Instrument No. 2023004432, Official Public Records of Travis County, Texas (O.P.R.T.C.T.), and being more particularly described as follows:

BEGINNING at a 1/2-inch iron rod found for the southeast corner of said 15.4217 acre tract of land, same being the southwest corner of a called 5.793 acre tract of land conveyed to Christopher S. Martinez and Denise M. Martinez by deed recorded in Instrument No. 2008103555, O.P.R.T.C.T., same being the north right of way line of Tower Road, a variable width right of way, from which a 5/8-inch iron rod found for the southeast corner of said 5.793 acre tract, same being the southwest corner of a called 1.095 acre tract of land conveyed to Christopher S. Martinez and Denise M. Martinez by deed recorded in Instrument No. 1999001598, O.P.R.T.C.T., bears South 62°20'23" East, 170.86 feet;

THENCE North 61°09'12" West, along the south line of said 15.4217 acre tract, same being said north right of way line, 489.24 feet to a 1/2-inch iron rod found for the southwest corner of said 15.4217 acre tract, same being the southeast corner of a called 5.187 acre tract of land conveyed to Venkata Chitanya Buddharaju and Jesse Raveen Mamuhewa by deed recorded in Instrument No. 2023040807, O.P.R.T.C.T.;

THENCE along the west line of said 15.4217 acre tract, same being the east line of said 5.187 acre tract the following courses:

North 27°35'08" East, 233.10 feet to a 1/2-inch iron rod found capped (stamped "Traverse Station");

North 63°21'35" West, 214.99 feet to a 1/2-inch iron rod found;

North 34°51'50" West, 94.27 feet to a 1/2-inch iron rod found capped (stamped "Traverse Station");

North 27°04'12" East, 23.13 feet to a 1/2-inch iron rod found capped (stamped "Traverse Station");

North 22°18'36" East, 228.47 feet to a 1/2-inch iron rod found capped (stamped "Survcon");

North 62°54'17" West, 42.57 feet to a 5/8-inch iron rod set capped (stamped "KHA") for a westerly corner of said 15.4217 acre tract, same being the southeast corner of Block A, Lot 2 of KST/Voelker Tract, a platted addition to Travis County recorded in Instrument No. 201200170, O.P.R.T.C.T.;

THENCE North 27°19'53" East, continuing along the west line of said 15.4217 acre tract, same being the east line of said Lot 2, 383.27 feet to a 5/8-inch iron rod set capped (stamped "KHA") for the northwest corner of said 15.4217 acre tract, same being the northeast corner of said Lot 2, and same being in the south right of way line of Estuary Drive, a called 50 foot right of way, dedicated by Stonewater Phase 5, a platted addition to Travis County recorded in Instrument No. 201600298, O.P.R.T.C.T., from which a 1/2-inch iron rod found capped (stamped "Baseline") for

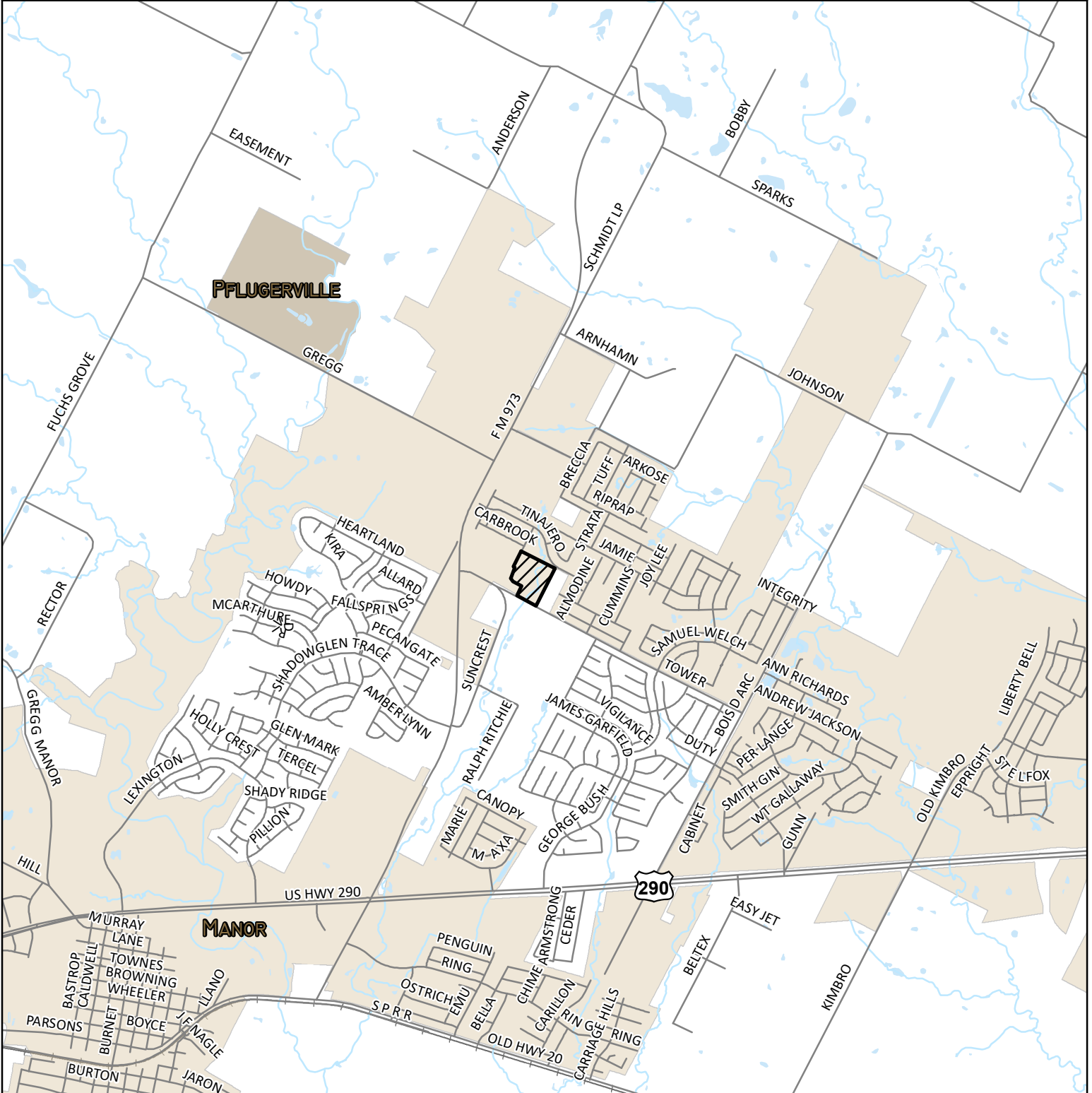
the southwest corner of said Estuary Drive, same being the southeast corner of Block R, Lot 21 of said Stonewater Phase 5 bears, North 63°08'19" West, 23.73 feet;

THENCE South 63°08'19" East, along the north line of said 15.4217 acre tract, same being the south line of said Stonewater Phase 5, passing at 26.27 feet a 1/2-inch iron rod found for the southeast corner of said Estuary Drive, same being the southwest corner of Block C, Lot 41 of said Stonewater Phase 5, passing at 146.28 feet a 1/2-inch iron rod found capped (stamped "Baseline") for the southeast corner of said Lot 41, same being the southwest corner of Block C Drainage Lot of Stonewater Phase 2, a platted addition to Travis County recorded in Instrument No. 201600180, O.P.R.T.C.T., and continuing along said north line, same being the south line of said Drainage Lot, for a total distance of 841.30 feet to a 5/8-inch iron rod found (bent) for the northeast corner of said 15.4217 acre tract, same being the northwest corner of said 5.793 acre tract, and same being in the south line of Block C Open Space lot of said Stonewater Phase 2, from which a 1/2-inch iron rod found capped (stamped "Baseline") in the south line of said Open Space lot bears South 63°08'19" East, 320.36 feet;

THENCE South 26°51'02" West, along the east line of said 15.4217 acre tract, same being the west line of said 5.793 acre tract, 928.17 feet to the **POINT OF BEGINNING** and containing 672,331 square feet or 15.435 acres of land.

EXHIBIT B

13.248 Petition to Amend Manville WSC (CCN No. 11144) and City of Manor (CCN No. 10947) in Travis County

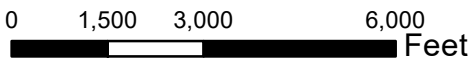


General Location Map



MAP SCALE: 1" = 3,000'

MAP LEGEND:

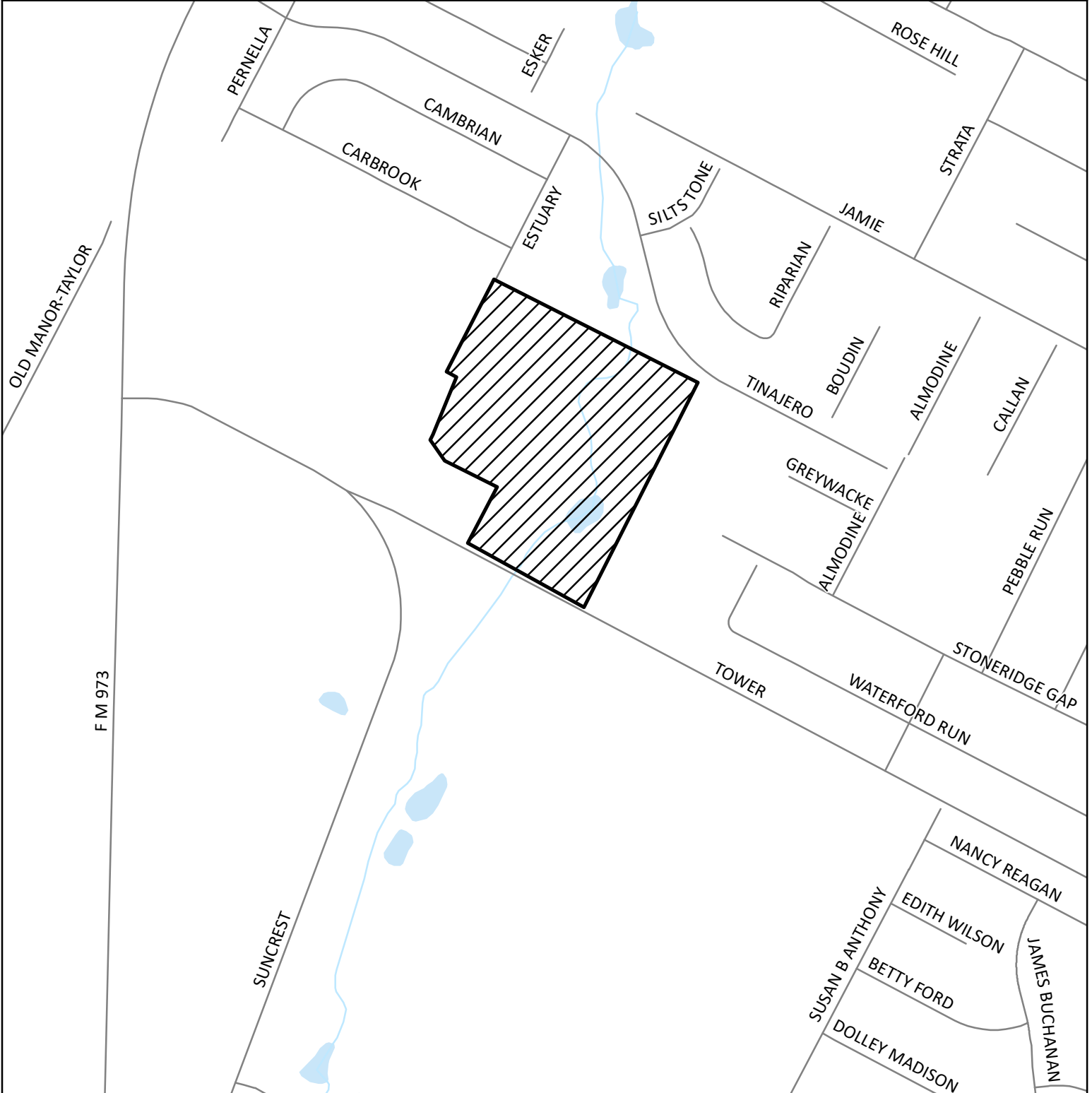


Requested Area to Transfer
from CCN No. 11144 to CCN No. 10947

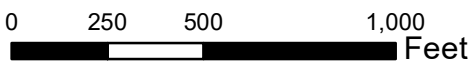
DATE CREATED: June 28, 2024
CREATED BY: Steger Bizzell

EXHIBIT C

13.248 Petition to Amend Manville WSC (CCN No. 11144) and City of Manor (CCN No. 10947) in Travis County



MAP SCALE: 1" = 500'



Detailed Map

MAP LEGEND:



Requested Area to Transfer
from CCN No. 11144 to CCN No. 10947

DATE CREATED: June 28, 2024
CREATED BY: Steger Bizzell

EXHIBIT D



NOTICE OF PUBLIC MEETING

Notice is hereby given that the Manville Water Supply Corp. Board of Directors will meet for a regular monthly meeting at the Manville Water Supply office at 13805 South SH 95 in Coupland, Texas at 6:00 p.m., on Thursday, May 16, 2024.

1. Call Meeting to Order
2. Approval of Minutes
3. Citizens Communication - (3-minute limit)
4. Election of Board of Director Officers
5. Manager's Report – Erik Prinz
 - Report on:
 - Quarterly Well Monitoring Report
 - Easement Acquisition Update
 - Monthly System Activities
6. Brief Board on Recent Meetings and Committee Report(s)- No action, report only
7. Discuss and Take Action
 - a. Consider Appointing Sam Jones as a Manville WSC Board of Director for Open Director Position in Zone 3 - Term Expires April 2027
 - b. Consider Appointing Don Carroll as a Manville WSC Board of Director for Open Director Position in Zone 2 – Term Expires April 2026
 - c. Consider CCN Decertification Request, Dominium, 15.4217 acres Tower Road, Manor, Texas
 - d. Approve Loan Agreement with CoBank to Fund 36-inch Transmission Water Line, Blue Treatment Plant, and related Facilities
 - e. Consider Approval of 2004 Rowe Loop Subdivision - 48 LUES (+ 2 existing LUES)
 - f. Consider Approval of FM 973, Ed Wolf, Manor Retail/ Restaurant - 22 LUES
 - g. Financial Report – Sharon Kreidel
 - Approve Balance Sheet and Income Statement
 - Discuss LUE and Committed Funds Report
 - h. Manville W.S.C. – Water Report, Rolling 12 Month Efficiency Report, Meters Set Report and Delinquent Accounts – Rexanne Pilkenton
8. Attorney's Report – Zac Evans
9. Engineer's Report – Jerry Fontaine
 - a. Report on Construction Projects
 - b. Report on 36" Water Line & Projects
10. Next Board Meeting – Thursday, June 20, 2024
11. Adjourn

The Board of Directors is authorized by Chapter 551, Texas Government Code (the "Open Meetings Act"), to convene in closed or executive session for certain purposes. These purposes include, among others, receiving legal advice from its attorney (Section 551.071); discussing real property matters (Section 551.072); discussing gifts and donations (Section 551.073); and discussing personnel matters (Section 551.074). If the Board of Directors determines to go into executive session for any item on this agenda, the Presiding Officer will announce that executive session will be held and will identify the item to be discussed and provision of the Open Meetings Act that authorizes the closed or executive session.

Erik Prinz, General Manager, May 13, 2024



A meeting of the Manville Water Supply Corporation Board of Directors was held on May 21, 2024, at Manville's office in Coupland.

Meeting Minutes

Board of Directors present:

Jack Atterstrom, President
George Tolleson, Vice President
Larry Hodde, Secretary
Tracy Spellings, Treasurer
Joe Coffey
Larry Bradley
Tony Graf
Don Carroll

Absent -Sam Jones

Manville Representatives and Staff present:

Erik Prinz, General Manager
Rexanne Pilkenton, Assistant GM
Sharon Kreidel, Finance Specialist
Zac Evans, Attorney
Sean Conner & Steve Kanetzky- Engineer(s)
Visitors: Pam Madere, Jackson Walker & Chandler
Banks, Dominion

- 1 1. Call Meeting to Order
- 2 Jack Atterstrom, President, called the meeting to order at 1:00 pm
- 3 2. Approval of Minutes
- 4 George Tolleson made a motion to approve the minutes as submitted to the Directors. Tracy Spellings seconded the
- 5 motion; motion carried.
- 6 3. Citizens Communication - (3-minute limit)
- 7 None
- 8 7. Discuss and Take Action
- 9
- 10 a. Consider Appointing Sam Jones as a Manville WSC Board of Director for Open Director Position in
- 11 Zone 3 - Term Expires April 2027
- 12 Larry Bradley made a motion to Approve Appointing Sam Jones as a Manville WSC Board of Director for Open
- 13 Director Position in Zone 3 - Term Expires April 2027. George Tolleson seconded the motion; motion carried.
- 14 b. Consider Appointing Don Carroll as a Manville WSC Board of Director for Open Director Position in
- 15 Zone 2 – Term Expires April 2026
- 16 George Tolleson made a motion to Approve Appointing Don Carroll as a Manville WSC Board of Director for Open
- 17 Director Position in Zone 2 – Term Expires April 2026. Tracy Spellings seconded the motion; motion carried.
- 18 4. Election of Board of Director Officers
- 19 Tony Graf made a motion to elect the following slate of officers by acclamation: Jack Atterstrom – President, George
- 20 Tolleson – Vice President, Tracy Spellings – Treasurer and Larry Hodde – Secretary. Joe Coffey seconded the
- 21 motion; motion carried.
- 22 5. Manager's Report – Erik Prinz
- 23 Report on:
- 24 • Quarterly Well Monitoring Report
- 25 Erik presented the above-noted reports, which were distributed to the Board. He reviewed the
- 26 data and graphs explaining in detail the ground level, pump level, and water levels for each well
- 27 being monitored during static and pumping.

1 • Easement Acquisition Update

2 Erik stated that Manville received one filed easement back from the county this last week. He
3 added that three hearings were conducted this month, and Manville was awarded the judgment
4 on each tract at the appraised value as all were unopposed by the owner(s). Five tracts with four
5 owners are still pending for the 36-inch water line project. Five tracts are needed for the 30"
6 distribution line. Rexanne added that the tracts out east that provided a PUA are being scheduled
7 to negotiate a settlement next month.
8

9 • Monthly System Activities

10 Erik reported that Manville received 404 reservations for the 55th annual meeting. There were
11 328 in attendance, 264 members, and 64 staff/vendors/guests, compared to 273 the previous
12 year. Erik noted when asked that he and Sean are still working with SLR Properties (aka Alcoa)
13 to determine a location to drill the three additional (replacement) wells needed to produce the
14 amount of water Manville is contracted for. It was discussed that Manville is not considering
15 drilling the two additional wells at Blue at this time, pending the completion of the treatment
16 plant project. Erik reported that there have been several power outages at different sites,
17 however, there has been no interruption in water service to customers. He noted that Jack had
18 reported the Coupland plant generator running, and it was determined that the switch gear stuck
19 on the generator and had to be repaired.
20

21 6. Brief Board on Recent Meetings and Committee Report(s)- No action, report only

22 Rexanne noted that a kickoff meeting was held with Dave Yanke & Sean Henderson with NewGen Strategies
23 & Solutions to go over the 5-year comprehensive study for both wholesale and retail rates. A RFI was submitted
24 to Manville and all available information requested has been provided. The conservation tier rate structure was
25 discussed, and the study will look at reducing the number of tiers from five to four and possibly three. Dave
26 proposes to have the study completed and to the board in October of this year.

27 7. Discuss and Take Action

28 a. See above

29 b. See above
30

31 c. Consider CCN Decertification Request, Dominion, 15.4217 acres Tower Road, Manor Texas

32 Larry Bradley made a motion to Approve the CCN Decertification Application as presented, Dominion, 15.4217
33 acres Tower Road, Manor Texas with Easement Details to be Worked out by Staff. Joe Coffey seconded the motion;
34 motion carried.

35 d. Approve Loan Agreement with CoBank to Fund 36-inch Transmission Water Line, Blue Treatment Plant,
36 and related Facilities, Resolution regarding same

37 George Tolleson made a motion to Approve Loan Agreement with CoBank to Fund 36-inch Transmission Water
38 Line, Blue Treatment Plant, and related Facilities, Resolution regarding same. Larry Bradley seconded the motion;
39 motion carried.

40 e. Consider Approval of 2004 Rowe Loop Subdivision - 48 LUES (+ 2 existing LUES)

41 Joe Coffey made a motion to Approve 2004 Rowe Loop Subdivision - 48 LUES (+ 2 existing LUES). Larry Bradley
42 seconded the motion; motion carried.

43 f. Consider Approval of FM 973, Ed Wolf, Manor Retail/ Restaurant - 22 LUES

44 George Tolleson made a motion to Approve FM 973, Ed Wolf, Manor Retail/ Restaurant - 22 LUES. Joe Coffey
45 seconded the motion; motion carried.

46 9. Engineer's Report

47 a. Report on Construction Projects

48 Sean reported that work has resumed on the SWWC interconnect and Eastwood projects. The interconnect
49 project is pending fencing and the electrical meter to be set. At Eastwood, the tie-in (that was being
50 conducted

51 when it blew out) has been completed, and the can pump shafts are scheduled to be installed in June, with a
52 start-up test pending. Sean noted that the plant should be operational by the end of June; however, the

1
2 driveway and other items required by the permit will be pending once approved. The Type improvement
3 project will not be completed before the summer pending pump installation; however, the new tower is being
4 tied in and can be utilized. Sean noted that a 1.2 million change order for the Gregg Manor 2 MG elevated
5 storage tank had been submitted by Landmark due to the permit requiring all site work, which normally
6 would be a separate project designed by Fontaine & Associates, to be added to Landmark's project plan set.
7 He added that the Gilbert tank and site plans remain under review by the City of Austin.

8 b. Report on 36" Water Line & Projects

9 Sean reported that the water line project is underway as staking, clearing, and tunneling continues, and pipe
10 stringing has begun in all counties except Travis (a progress report, six-week outlook, and map attached).
11 The Travis County permit has been submitted, and comments from the environmental side have been
12 addressed. The engineering comments were just received this week. Sean noted he is in the process of
13 changing the plans, as directed by the county, to go deeper and extend the bores in the waterways to keep
14 the application moving forward while Manville works to get a waiver. Fontaine and Associates have hired
15 an engineer to assist in obtaining the waiver from the county commissioners, which, if granted, will trump
16 the changes being made due to permitting. Sean noted that the engineer he hired has now hired another
17 company to conduct a scouring study that would predict the erosion of the creeks over the next 50 years.
18 Sean added that Manville received the updated bid for the revised 90% plans for the treatment plant, which
19 reduced costs by approximately 21%, 39,900,000 (cost doesn't include filters). He stated that he & Thad
20 received Garney's bids and cost breakdown for review, and he is comfortable with the bid pricing. Sean
21 noted that he and Steve plan to submit the plans at 100% by Thursday to Garney. The contract is pending;
22 however, construction is scheduled to start in mid-July. Sean and Steve are currently designing the transfer
23 station and hope to have plans ready for bid by mid-July. He needs to submit the plans ASAP to the county
24 and Pflugerville to begin the permitting process for this project. The 30-inch distribution line plans have
25 been sent to Garney for review/comments and will be added as a change to the 36-inch water line project.
26 Potholing data is still needed, and this project must also be submitted for permitting in Travis County.

27 Steve K reported that he had a very productive two-hour meeting with the electrical contractor to review the
28 design of the water treatment plant and is very encouraged about their ability to do this project and the
29 project management firm Manville has hired. Erik asked Steve if a meeting had been scheduled with
30 Dedicated Controls (Scada contractor) to discuss their bid for the Scada, \$750,000, which is not included in
31 the Garney bid scope of work. Steve stated that he has not been able to schedule a meeting but is working
32 on going over their bid and scope of work to ensure that items are correct and that nothing is being duplicated
33 by work performed by the electrical contractor.

34 g. Financial Report – Sharon Kreidel

- 35 • Approve Balance Sheet and Income Statement
- 36 • Discuss LUE and Committed Funds Report

37 Sharon presented the above-noted reports, which were distributed to the Board.

38 Larry Hodde made a motion to accept the Financial Reports as presented. Tracy Spellings seconded the motion;
39 motion carried.

40 h. Manville W.S.C. – Water Report, Rolling 12 Month Efficiency Report, Meters Set Report and Delinquent
41 Accounts – Rexanne Pilkenton

42 Rexanne presented the above-noted reports, which were distributed to the Board.

43
44 8. Attorney's Report – Zac Evans

45 Zac noted that Aqua Texas (Manville wholesale customer - Briarcreek Subdivision) is suing Hays-Trinity GCD.
46 Aqua Texas has filed a federal lawsuit against the district for what they called unlawful fines imposed for
47 producing more than their annual permitted water and from restricting Aqua's continued use of its groundwater
48 wells to serve its customers. He noted that the outcome will no doubt cause there to be new legislation regarding
49 curtailment of water by GCD's for water suppliers that could likely affect all GCD's in the future.

50 10. Next Board Meeting – Thursday, June 20, 2024

51 11. Adjourn

52 Larry Hodde made a motion the meeting adjourn. George Tolleson seconded the motion, meeting adjourned.

EXHIBIT E

AFFIDAVIT OF ERIK PRINZ

THE STATE OF TEXAS §

COUNTY OF TRAVIS §

BEFORE ME, the undersigned authority, on this day personally appeared Erik Prinz,
who, after being by me duly sworn on his oath stated as follows:

- 1 “My name is Erik Prinz. I am the General Manager of Manville Water Supply Corporation (“Manville”). I am over the age of 18 years, of sound mind, and am capable of making this Affidavit. The facts stated in this Affidavit are within my personal knowledge and are true and correct.

- 2 Effective July 1, 2024, Manville Water Supply Corporation (“Manville”) and the City of Manor (“City”) entered into a “Water Service Area Transfer Agreement” pursuant to Texas Water Code § 13.248 and 16 Texas Administrative Code § 24.253 (the “Service Area Contract”) designating water customers to be served by Manville and the City and transferring certain lands (the “Transfer Area”) from Manville’s water CCN No. 11144 to the City’s water CCN No. 10947.

- 3 On May 21, 2024, the Board of Directors of Manville held a regular meeting at which it discussed the proposed release by Manville and transfer to the City of Manor (the “City”) of certain lands within the certificated water service territory of Manville, and the terms of an agreement regarding the transfer, in response to the request of Dominion Development and Acquisition, LLC. The lands discussed at the meetings were the same lands that are the subject of the Petition to the Public Utility Commission of Texas to which this Affidavit is attached as an exhibit (the “Transfer Area”). Notice of the meeting was given by posting in accordance with the requirements of the Open Meetings Act of Texas. True and correct copies of the meeting notice, agenda, and meeting minutes are attached to this affidavit as **Exhibit 1**.

- 4 The Transfer Area is located within water CCN No. 11144 held by Manville Water Supply Corporation and consists of the same lands that are the subject of the ‘Petition of Manville Water Supply Corporation and City of Manor for Approval of a Service Area Contract under Texas Water Code § 13.248 and to Amend Certificates of Convenience and Necessity in Travis County’ to the Texas Public Utility Commission of which this Affidavit is part (“Petition”).

- 5 Manville does not provide retail water service to any customers within the Transfer Area. Therefore, no customers of Manville will be transferred from Manville to the City by transfer of the Transfer Area from Manville to the City.

6 Manville supports the Petition.

Further Affiant sayeth not.”

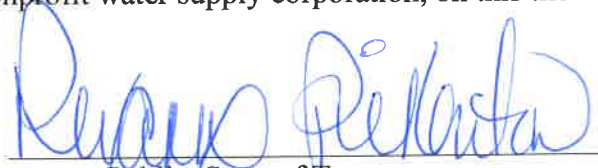


ERIK PRINZ
GENERAL MANAGER, MANVILLE WATER
SUPPLY CORPORATION

SUBSCRIBED AND SWORN TO BEFORE ME by Erik Prinz, General Manager of

Manville Water Supply Corporation, a Texas nonprofit water supply corporation, on this the

26 day of June, 2024.



Notary Public, State of Texas

