

AMENDED AND RESTATED RATE ORDER
WESTWOOD SHORES MUNICIPAL UTILITY DISTRICT

STATE OF TEXAS

§

§

AMENDED AND RESTATED RATE
ORDER

§

COUNTY OF TRINITY

§

WHEREAS, Westwood Shores Municipal Utility District (the "District") owns and operates a water and sewer system designed to serve present and future inhabitants within and customers of the District; and

WHEREAS, fees, charges, and conditions have previously been established for service from the District's water and sewer system; and

WHEREAS, the Board of Directors (the "Board") of the District has carefully considered the matter and is of the opinion that said fees, charges, and conditions should be amended. Now, therefore,

BE IT ORDERED BY THE BOARD OF DIRECTORS OF WESTWOOD SHORES MUNICIPAL UTILITY DISTRICT THAT:

Section 1: Definitions. For the purpose of this Order, the following terms shall have the meaning set out hereafter:

- A. "Agent" shall mean any third (3rd) party representing a Single Family Residential User who in the sale or lease of a property, as an agent for said Single Family Residential User who requests water and/or sewer service from the District; or, shall mean the property manager of a Single Family Residential if serving in such capacity on behalf of the property owner.
- B. "Commercial User" shall mean any structure designed for business purposes including office buildings, hotels, retail stores, warehouses, service stations, churches, recreational centers, non-taxable local government entities, including any non-taxable schools, and all other establishments not generally considered as residential structures or defined herein as a residential structure and shall be deemed to be a commercial connection for the purposes of this Order. Volunteer fire stations are deemed to be commercial connections for the purposes of this Order.
- C. "Cross-Connection" shall mean a physical connection or other arrangement through which a potable water system may be contaminated by backflow or back siphonage.
- D. "Customer" shall mean any person, partnership, corporation, nonprofit corporation, trust or other legal entity served by the District's System with water and/or sewer services to a residence or business establishment owned or occupied by such person, partnership, corporation, nonprofit corporation, trust or legal entity.
- E. "District" shall mean Westwood Shores Municipal Utility District of Trinity County, Texas, a political subdivision of the State of Texas.

AMENDED AND RESTATED RATE ORDER
WESTWOOD SHORES MUNICIPAL UTILITY DISTRICT

- F. "Engineer" shall mean the person, company or corporation which is under contract with the District to design the District's water and sewer system and perform any additional services as set forth in the contract with the District.
- G. "Food Establishment" shall mean any Customer that prepares, processes, stores, serves or sells food and/or drink directly to a consumer.
- H. "In-District Customer" shall mean a Customer whose property being served is located within the boundaries of the District.
- I. "Industrial User" shall mean any person, structure, or connection that discharges industrial waste into the District's sanitary sewer system.
- J. "Out-of-District Customer" shall mean a Customer whose property being served is located outside the boundaries of the District.
- K. "Domestic Waste" shall mean liquid carried sanitary sewage discharge, which is normally discharged from residential food preparation and bathroom facilities.
- L. "Nonsubmetered master metered utility service" means potable water service that is master metered but not submetered and wastewater service that is based on master metered potable water service."
- M. "Non-Taxable Customer" shall mean and include any church, school, governmental entity or other similar entity, which has been or is expected to be granted an exempt status from the payment of ad valorem taxes under Chapter 11, Texas Tax Code, as amended.
- N. "Operator" shall mean the person, company or corporation which is employed by or under contract with the District to operate the District's water and sewer system, report monthly to the District on the operations of the District's System, and perform any additional services set out in its contract with the District.
- O. "Recreational Vehicle" shall mean a motor vehicle primarily designed as temporary living quarters for recreational camping or travel use. The term includes a travel trailer, camping trailer, truck camper, house trailer, towable recreational vehicle, and motor home.
- P. "Recreational Vehicle Park" shall mean a commercial property: (A) that is designed primarily for recreational vehicle transient guest use; and (B) for which fees for site service connections for recreational vehicles are paid daily, weekly, monthly, or annually.
- Q. "Separate Connection" shall mean each residential unit designed for occupancy by a separate family, including each separate unit located within a single multi-unit building, each commercial unit designed for use by a separate business, including separate establishments within a single building.

AMENDED AND RESTATED RATE ORDER
WESTWOOD SHORES MUNICIPAL UTILITY DISTRICT

- R. "Single-Family Residential User" shall mean any single-family structure within the District designed for occupation as a residence whether by the owner or by a renter or lessee, including any single-family residence, townhouse, or other structure generally considered to be and used solely for residential purposes and which is separately metered.
- S. "Substantial Improvement" means the repair, reconstruction, or improvement of a structure, where the cost of the said improvement equals or exceeds 50% of the value of the structure either before the improvement is started or, if the structure has been damaged and is being restored, before the damage occurred. An improvement is started when the first alteration, excluding demolition, of any wall, ceiling, floor or other structural part of the building commences, whether or not the alteration affects the external dimensions of the structure.
- T. "System" shall mean the water and/or sanitary sewer facilities owned by the District and all extensions and additions thereto, whether now in place or hereafter constructed.
- U. "Tap Fee" shall mean the fee paid to the District to obtain a water meter and for the District Operator to perform a water and sewer connection.
- V. "Temporary User" means anyone within the District's jurisdictional boundaries or in the District's service area who uses the District's water service as a temporary water supply.
- W. "Texas Commission on Environmental Quality ("TCEQ")" shall mean the environmental agency for the State of Texas which governs the creation of utility districts and establishes rules and regulations for clear air and water and the safe management of waste.
- X. "Unacceptable Plumbing Practices" shall mean practices not accepted by or which are in violation of the Uniform Plumbing Code.
- Y. "Unauthorized Usage" shall mean the intentional or unintentional receiving of water and/or sewer service from the District without making prior application, as required herein, or the re-establishment of water or sewer service by someone other than a duly authorized District representative.
- Z. "Utility Easement" shall mean an interest in land, granted by dedication, to public utility entities, including the District, to install and maintain utilities across, over, or under private land together with the right to enter thereon with machinery, other vehicles and personnel necessary for the maintenance, repair or construction of said utilities.

Section 2. Connection Policy. Upon receipt of the Utility Commitment Letter from the District or District's Engineer, the Customer shall make application to the District for water and/or sewer taps to the proposed development. Every customer shall complete an application for new water and sewer service, attached hereto as Exhibit "A", and pay the new account fee indicated therein, prior to receiving water or sewer service.

AMENDED AND RESTATED RATE ORDER
WESTWOOD SHORES MUNICIPAL UTILITY DISTRICT

- A. Platting Requirements. Any tract or parcel of land served by the District shall be platted in accordance with the Laws of the State of Texas, regulation of Trinity County to the extent that they are applicable, with the entire tract being under common ownership. If the Customer qualifies for an exemption under the platting requirements, Customer shall provide documentation evidencing Trinity County's approval of such exemption to the District prior to receiving service. Any sale or sale by contract for deed of any portion of the tract without prior platting approval shall result in discontinuance of service to the entire tract.

- B. Connections by District Operator. All taps/connections to the District's water and sewer system shall be made in accordance with the District's rules, regulations, and policies. No person except the District's Operator or its authorized agent shall be permitted to tap or make any connection to the mains or distribution piping or collection system of the District's water and sewer systems, except for emergency firefighting purposes, or make any repairs or additions to or alterations in any meter, box, tap, pipe, cock or other fixture connected with the water service or any manhole, main, trunk or appurtenance of the District's sanitary sewer system, unless otherwise specified by the Board of the District.

- C. Multiple Connections on a Single Tract of Land. Each occupied structure on any single tract or parcel of land shall have at least one water meter and an individual sewer connection. The water meter location shall be on the road right-of-way or within a recorded easement. Sewer connection locations shall be at a sewer main maintained by the District.

- D. Customer Service Lines. The water service line from the water meter location and the sewer service line from the sewer tap to the occupied structure shall be at the expense of the Customer and shall be in accordance with all applicable District rules and public health requirements. All water and sewer line extensions shall be inspected and approved by the District's Operator prior to meter installation or at such other times deemed necessary by the District. All fees relating to the customer service inspection shall be paid by the Customer prior to the inspection, and if the inspection is made in connection with new construction, the fee will be collected with the Tap Fee. Additionally, backflow prevention, grease trap, and similar inspection fees may apply as further set forth in this Order.

- E. Maintenance and Repair. It shall be the responsibility of each Customer to maintain the internal water and sewer lines from the point of connection to the District's water or sewer system to the Customer's building or other improvement(s) served.

- F. District Right of Ingress and Egress. By application for connection to the District's System, the Customer shall be deemed to be granting to the District and its representatives a right of ingress and egress to and from the meter or point of service for such installation, maintenance, operation, or repair as the District, in its sole judgment, may deem reasonably necessary. The Customer shall also be deemed to be granting to the District and its representatives a right of ingress and egress to the Customer's property, including the interior and exterior of the Customer's premises, for the purpose of performing the inspections required by the District's rules, regulations, and policies. Taps and connections

AMENDED AND RESTATED RATE ORDER
WESTWOOD SHORES MUNICIPAL UTILITY DISTRICT

will not be made when, in the opinion of the District's Engineer or Operator, the work area is obstructed by building materials or other debris or the work area is not completed or finished to grade. When sidewalks, driveways or other improvements have been constructed prior to application for service, such application shall be construed and accepted as the Customer's waiver of a claim for any damages to such improvements resulting from the reasonable actions of the District's Operator in installation of the connection.

- G. Entitlement. Customers are not guaranteed a specific quantity or pressure of water or specific capacity in sewer facilities for any purpose whatsoever; furthermore, in no instance shall the District be liable for failure or refusal to furnish water or any particular amount or pressure of water or to provide capacity in sewer facilities.

Section 3. Tap Fees. The following Tap Fees shall be charged and received by the District before any connection is initially made to the District's water or sewer system. The tap fees shall be paid in full prior to commencement of service at the tap or connection, and the request for service shall be held in abeyance until such charges have been paid.

- A. Single-Family Residential Users: Prior to connection to the District's water and sewer system and receipt of services, a water and sewer tap installation fee, as applicable, equal to one and a quarter times the District's actual costs of installing the tap, meter and any necessary service lines and related facilities, and the cost of repairing or restoring any yards, sidewalks, streets, landscaping, concrete or other improvements affected by the installation (as determined by the District's Operator, together with the District's consultants), and inspection shall be paid to the District. Upon submitting an application for services, applicants shall pay a deposit of \$1,000.00 toward the water tap installation fee with the remainder of the water tap installation fee due prior to receiving any services. Applicants shall also pay any other applicable fees or charges as set forth in these rules and Regulations. The District's actual cost of the tap fee shall be calculated as including, but not limited to:

- the costs associated with service investigation to determine the feasibility of providing service, including operations, engineering, and legal expenses;
- the actual installation of the water tap and meter, necessary service lines, and other appurtenances as required to provide service; the cost for repairing or restoring any yards, sidewalks, streets, or other improvements affected by the installation.

- B. Non-Taxable Customers: Non-taxable Customers shall pay a tap fee for water service equal to the District's actual costs of installing the tap, meter and any necessary service lines and related facilities, and the cost of repairing or restoring any yards, sidewalks, streets, landscaping, concrete or other improvements affected by the installation (as determined by the District's Operator, together with the District's consultants) plus the District's actual cost of the facilities necessary to provide District services to the Non-Taxable Customer that are financed or to be fully or partially financed by the District's tax bonds (as determined by the District's consultants and approved by the Board) (the "Non-Taxable Customer Installation Costs"). The District's Operator, together with the District's consultants, will determine the

AMENDED AND RESTATED RATE ORDER
WESTWOOD SHORES MUNICIPAL UTILITY DISTRICT

Non-Taxable Customer Installation Costs, which will then be approved by the Board and be sent to the Non-Taxable Customer.

Section 4. Utility Service Deposits and Rates. Upon completion of the tap or connection to the District's water and/or sewer facilities, each Customer shall be required to establish a new account or re-establish an account previously terminated, e.g., for non-payment, and shall be required to pay to the District a utility service deposit in advance of the commencement of such service, to assure prompt payment of all charges for same and to secure the District in the payment of water and sewer charges. No interest will be due from the District to a Customer from such deposits. In the event of re-establishment of a previously terminated account, any past-due amounts will be due in addition to the deposits outlined herein prior to reconnection.

- A. Single-Family. A deposit of \$200.00 shall be charged to all Single-Family in the District. This includes Customers who do not own the property for which residential water or sewer service is requested or who are obtaining service in the name of someone other than the owner of the property. Customers moving to a different location within the District can forward their deposits to their new location if they do not have an unpaid balance.
- B. Deposits for Builder. A one-time deposit of \$1,000.00 for property for damages and water shall be charged to any builder to secure payment of bills and back charges for all of that builder's homes within the District. In the event the District must draw down all or part of the builder's deposit to pay the builder's bills, the District may withhold further taps or service to the builder's homes until the builder's deposit is replenished to its original \$1,000.00 level. In the event that there are any remaining amounts of this deposit when the builder's home is sold to a Customer, then the remaining amounts shall be refunded upon presentation, to the District, of proof of sale.
- C. Additional Deposits upon Termination. Customers receiving services from any Customer connection whose service has been terminated by the District pursuant to Section 9 hereof are hereby declared to compose a classification as to which the District, in consideration of the financial risk of provision of services to such classification and to secure payment for District services prior to the restoration of service, such Customers shall pay an additional deposit bringing their total deposit to one and one-half times (1.5x), e.g. \$300, the amount set forth in the applicable subsection (A) through (C) above and, if such Customers have previously paid a deposit pursuant to this subsection (D), then such Customers must pay an additional deposit bringing their total deposit to two times (2x), e.g. \$400, the above amounts.
- D. Refund of Deposit. Following payment of the final bill and payment of all fees and charges, the balance of the utility service deposit, if any, shall be refunded by check mailed to the Customer. No interest shall be payable to the Customer on any utility service deposit.
- E. No Reduced Rates or Free Service. At no time shall the District render water and/or sewer services without charge to any person, firm, corporation or organization. Each person desiring a water and sanitary sewer service connection to the District's System shall be

AMENDED AND RESTATED RATE ORDER
WESTWOOD SHORES MUNICIPAL UTILITY DISTRICT

required to pay such fees as set forth in this Order. No service shall be established or reestablished until such fees are paid. All service connections are subject to the rules, regulations, and policies of the District.

- F. Water and Sewer Rates. Each Customer receiving service from the District shall pay the applicable monthly base charges, volumetric water charges, sewer charges, and other rates, fees, and charges set forth in Exhibit “B”, attached hereto and incorporated herein for all purposes, as such Exhibit may be amended by the Board from time to time. All such rates, fees, and charges shall be due and payable in accordance with the billing and payment provisions of this Order.

Section 5. Additional Fee

- A. Out-of-District Customer. In addition to the water and sewer rates forth in Exhibit “B”, an additional monthly fee shall be paid by any Out-of-District Customer, in the amount of one-twelfth (1/12) of the property tax evaluation of the property as shown by the records of the Trinity County Appraisal District for the previous year, multiplied by the tax rate of the District applicable for such year. The monthly fee shall be adjusted on the first day of November of each year to reflect the previous year’s valuation and tax rate. In the event that the Owner contests the valuation of the Property before the Trinity County Appraisal District, and the final determination is not made until after November 1 of the year following the year to which the valuation is applicable, the District shall refund to the Owner any amounts which the Owner has over-paid because of the excess valuation. Nothing herein contained, however, shall impose any duty of the District to furnish or to continue to furnish water or sewer service to any commercial or industrial Out-of-District User. This section shall be effective as of July 1, 2026.
- B. Non-Taxable Customers. In addition to the water and sewer rates forth in Exhibit “B”, an additional monthly fee shall be paid by any Non-Taxable Customer, in the amount of one-twelfth (1/12) of the market value of the property as shown by the records of the Trinity County Appraisal District for the previous year, multiplied by the Operation and Maintenance tax rate of the District applicable for such year. The monthly fee shall be adjusted on the first day of November of each year to reflect the previous year’s valuation and tax rate. In the event that the Owner contests the valuation of the Property before the Trinity County Appraisal District, and the final determination is not made until after November 1 of the year following the year to which the valuation is applicable, the District shall refund to the Owner any amounts which the Owner has over-paid because of the excess valuation. Nothing herein contained, however, shall impose any duty of the District to furnish or to continue to furnish water or sewer service to any commercial or industrial Out-of-District User. This section shall be effective as of July 1, 2026.
- C. In no event shall any customer be charged fees under both Section 5.A. or 5.B.

Section 6. Regulatory Assessment. Pursuant to Section 5.701 of the Texas Water Code, each user of the District’s water and sanitary sewer system is hereby assessed a charge of one-half of one percent

AMENDED AND RESTATED RATE ORDER
WESTWOOD SHORES MUNICIPAL UTILITY DISTRICT

(1/2%) of the District's charge for water and sewer service. This assessment will be forwarded to the Texas Commission on Environmental Quality (TCEQ) as required by Section 5.235 and used to pay costs and expenses incurred in its regulation of water districts.

Section 7. Billing Procedures. All accounts shall be billed in accordance with the following procedures:

- A. Billing Date. Bills shall be due no later than the 20th of each month. The District shall bill each Customer monthly, including back charges, and all bills shall be due and payable on the date as specified on the bill (the "Due Date"). In the event the Due Date falls on a weekend or a observed holiday (meaning a state or federal holiday), the payment is considered to be timely made if received in the drop box at the District's office by 8:00 a.m. the first morning after the weekend or observed holiday or if the Customer uses an alternate payment service, received by the District prior to 8:00 a.m. the first morning after the weekend or observed holiday.
- B. Late Charge Penalty. Unless payment is received by the Due Date, as described, such account shall be considered delinquent and a late charge penalty of ten percent (10%) of the unpaid balance shall be assessed against the account.
- C. Letter Notice. A charge of \$25.00 shall be made to any Customer who receives a letter notice from the District or its operator, for a late bill notice, any other violation of the rate order, or for collection of delinquent taxes.
- D. Door Hanger Notice. A charge of \$25.00 shall be made to any Customer who receives a door hanger notice from the District or its operator, for a late bill notice, any other violation of this rate order, or for collection of delinquent taxes.
- E. Request for Water Meter Accuracy Test. A Customer may request that a water meter be tested for accuracy. If the meter is field tested and found to be accurate then the requesting Customer shall be charged a **\$50.00** field test fee. If the meter is sent for additional third-party testing and found to be accurate than the requesting Customer shall be charged the third-party testing fee plus an additional 10%.

Section 8. Customer Payment Procedures.

- A. Payment Options. Any Customer may pay the monthly water and sewer bill via the payment options provided through the District including but not limited to online credit card payments and check and credit card payments processed in person at the District Office or over the telephone.
- B. Convenience Fees. Certain payment options are made available through service providers who may charge users a Convenience Fee in connection with some payment options. These

AMENDED AND RESTATED RATE ORDER
WESTWOOD SHORES MUNICIPAL UTILITY DISTRICT

fees may include, but are not limited to, Automated Clearing House (“ACH”) or other autopay fees, by whatever name they may be known. Such Convenience Fees are the sole responsibility of the users and are separate from any amount owed by the user to the District. Non-payment of any such Convenience Fee shall subject the user to termination of service in accordance with this Order.

- C. Returned Checks. If any Customer check payment is refused or returned by the processing financial institution, the District will charge the Customer a penalty fee of ~~\$40.00~~. This penalty will be assessed each time that the check is returned or upon notification by the Customer that the check will be returned. Payments due under this section are non-refundable. If a Customer submits one check to the District that must be returned for any reason, the District shall have the right to require that all future payments on the account be in the form of an approved money order.

Section 9. Termination, Transfers, and Reconnection of Service.

- A. Termination for Delinquent Account. The District reserves the right to terminate all services to any Customer whose account is delinquent or if a timely Notice and Appeal, as outlined below in this section, to the Board has not been received from the Customer.
- B. Termination for Rate Order Violation. Any Customer who has opened an account with the District and who violates any provision of this Rate Order, in addition to being subject to the penalties described in Section 16 below or elsewhere within this Rate Order, shall be subject to having water and sewer service terminated.
- C. Termination for No Account. The District has no obligation to provide services to a Customer before the Customer has opened a service account with the District and the District may terminate services to such a Customer. If service to a Customer is terminated under this subsection, a service account with the District shall be opened by the customer and the required fees as described in this Rate Order shall be collected by the District before services are provided by the District to such Customer. If service to a Customer is terminated under this subsection and the Customer reconnects to the District's System without properly opening a District account and paying the required fees, services to such Customer may again be terminated by the District and, in addition to opening a service account and paying the required fees, the Customer shall be subject to the 1.5x Deposit referenced in section 4.C. above described as well as to any other penalties provided by this Rate Order.
- D. Notice and Appeal. Services shall be disconnected and/or terminated only after providing the Customer written notice. The Notice of Termination (the “Notice of Termination”) shall provide the Customer with an opportunity (the “Appeal”) to contest, explain, or correct the charges, services, or disconnection, at a meeting of the Board of the District. The written Notice of Termination shall inform the user or entity of the amount of the delinquent payment, the date service will be disconnected or additional service withheld if payment is not made, the date, time, and place of the next scheduled meeting of the Board, and of the opportunity to contest, explain, or correct the charges, services, or disconnection,

AMENDED AND RESTATED RATE ORDER
WESTWOOD SHORES MUNICIPAL UTILITY DISTRICT

by presenting in person or in writing such matter to the Board at the next scheduled meeting as shown on the notice. Customer shall provide its written Appeal outlining in detail its contest, explanation, or request to correct the charges or services at least three (3) business days prior to the date of the next scheduled meeting of the Board indicated in the Notice of Termination. No Customer shall be disconnected or terminated who has informed the District of its desire to contest or explain his/her bill, as outlined in this section, until after resolution by the District of such contest. The District Operator or Office Manager has the right to waive appeals properly submitted up to an amount of \$50.00. If the appeal is for an amount greater than \$50.00, the Customer who submitted the appeal must appear before the Board, in person or by written correspondence. If the Customer appears before the Board, in person or by written correspondence, the Board shall hear and consider the matter and inform the Customer of the Board's determination by sending written notice to the Customer by first class United States mail stating whether service will be continued, disconnected, or terminated.

- E. Reconnection Fee. If service to a user is disconnected for nonpayment of a delinquent bill or for any cause legally authorized, a reconnection fee of \$50.00, together with any delinquent bills, plus an additional security deposit of \$75.00, shall be paid by Customer in advance of restoration of service. Customer will also be responsible for any additional Deposit as outlined in Section 4.C. In the event a meter has to be reinstalled, a fee of the actual cost to the District plus 20% will be due from the Customer prior to reinstallation.

- F. Joint and Several Liability. It is the intention of this section that all charges due on a Customer's account, including but not limited to, any fees assessed for termination, reconnection, meter removal or meter damage, or damage to district facilities of any kind, shall be due and payable prior to reconnection of services to the District and that the property owner, Agent, and/or renter, depending upon the circumstances, shall be jointly and severally liable for such fees and charges. The Customer will also be subject to compliance of any new safety items and possible re-inspection. Texas Water Code, Section 54.2051 does not apply to this subsection as the District is not requiring that service be connected in the name of the property owner of a rental property. This section does not apply when a property is sold to a different customer.

- G. Customer Requested Account Termination. If a customer wishes to terminate their account, they should obtain an Account Termination Form from the District office and provide the required details. Customer will be assessed a \$25 fee to turn off the meter which shall be paid prior to turn-off. If a customer who terminates service later elects to reconnect service, at the same location where service was previously terminated at their request, they will be charged \$25 for the meter turn, plus any outstanding balance from their last bill, plus base fee amounts, as outlined in Exhibit B, for the months in which the service was disconnected, (minimum of 1 month; maximum of 4 months). In addition to this, customers will also be charged a new deposit and Reconnection of Service Fee, as customary.

Section 10. Temporary User.

- A. Temporary Connections. Withdrawal of water from flushing valves or fire hydrants or other

AMENDED AND RESTATED RATE ORDER
WESTWOOD SHORES MUNICIPAL UTILITY DISTRICT

appurtenances of the District's System without prior approval of the District, except for emergency fire-fighting purposes, is prohibited. The District's Operator shall be authorized to make a temporary connection to any fire hydrant or flushing valve upon receipt of a written request for temporary water service. Such temporary service shall be supplied only through a District meter provided by the District's Operator. All temporary service shall be metered and billed to the temporary Customer as provided herein. Withdrawal of water shall be limited only to those flushing valves, fire hydrants, or other appurtenances approved by the District in writing and no others. All unauthorized withdrawal of water from flushing valves, fire hydrants, or other appurtenances of the District's System without prior approval of the District, except for emergency fire-fighting purposes, is prohibited and subject to all legal remedies available, including, but not limited to, criminal prosecution.

- B. Water Meter Deposit. The person applying for temporary water service shall be required to deposit \$1,500.00 with the District to secure the payment for water supplied by the District, the safe return of the District's meter, and any repairs due to damage by a user of the flushing valve(s), fire hydrant(s), or other appurtenances or to any District infrastructure or facilities caused by the person applying for temporary water service or its agents in any way. The deposit shall be made by cashier's check or money order payable to the District. Upon a determination by the Board, at its sole discretion, that Section 10 has been violated in any way, the full Water Meter Deposit shall be forfeited, prior temporary connection approvals shall be revoked, and no new temporary meter connection for the customer in violation shall be approved until such violation(s) has/have been fully cured to the District's sole satisfaction and a new Water Meter Deposit has been made. Upon receipt of full payment for temporary water used, return of the meter in good condition, and a determination by the District that any damages to the District's equipment, facilities, and/or infrastructure has been repaired at the sole cost of the Temporary User, the deposit will be returned. In the event that there are any damages to the District's equipment, facilities, and/or infrastructure, the cost of such repairs shall be first billed back against the Water Meter Deposit and any additional amounts shall be subject to any remedies available in equity and law to the District. Failure to promptly return the temporary meter within three business days will result in repossession of the meter and forfeiture of the deposit. Should District personnel be unable to locate the temporary meter for repossession, theft charges may be filed against the meter holder with local law enforcement.
- C. Temporary Meter Use and Billing. Temporary meters can be rented by filing an application at the District office and payment of all required deposits as found in Exhibit "A". Upon approval of the application, a temporary meter and reduced pressure zone will be provided to the applicant. Installation on any fire hydrant or flushing valve must be approved by the District and District meters may only be used within the District's service area. The location of installation must be indicated on the application and cannot be relocated unless notification is provided to and approved by the District in advance. Temporary meters may only be rented for a period of sixty (60) days and extensions may be approved upon request and approval.
- D. Water Usage Fee. In addition to the water meter deposit, there shall be a corresponding fee for the temporary water service at a cost equal to the fee described for a Temporary User

AMENDED AND RESTATED RATE ORDER
WESTWOOD SHORES MUNICIPAL UTILITY DISTRICT

Rates in Exhibit "B". The Board, at its own discretion or on a case-by-case basis, can waive the temporary water usage fee depending on the time and intended duration of the temporary water service. Temporary Users shall be billed in accordance with Section 7.

Section 11. Backflow Prevention Assemblies.

- A. Installation Criteria. Backflow prevention assemblies shall be installed on any connection which poses an actual or potential contamination hazard and any other connection which the District or the District's Operator reasonably believes poses a threat to the District's water supply system. Water service provided for Commercial and Industrial Users as well as lawn sprinklers, swimming pool supply, reflection pool supply or other such applications must incorporate a backflow prevention assembly in accordance with a state approved plumbing code for the particular designated use.

- B. Customer Responsibilities. The Customer shall, at its own expense, properly install, test and maintain according to Texas Commission on Environmental Quality (TCEQ) rules such backflow prevention assembly, and shall provide all testing and maintenance records to the District. If the Customer fails to comply with the requirements of this Section, the District may, at its option, either terminate service in accordance with the provisions of this Rate Order, or, the District may properly install, test, and maintain such backflow prevention assembly and bill the Customer all expenses relating thereto.

- C. Testing and Inspection Requirements. All backflow prevention assemblies shall be tested upon installation by a recognized backflow prevention assembly tester and certified to be operating within specifications. The test shall occur on an annual basis. The signed and dated test report shall be provided to the District and retained for a minimum of three (3) years. The District shall provide these records to the TCEQ for inspection upon request. Backflow prevention assemblies which are installed to provide protection against actual or potential contamination hazards must also be tested and certified to be operating within specifications at least annually by a recognized backflow prevention device tester. If the annual test is performed by the District's Operator, the cost for the test will be \$50.00 for a residential connection and actual cost plus 15% per test/inspection for a commercial/industrial user connection, which is due and payable prior to the test. The Customer is solely responsible for the cost of this test. This section shall be effective for all new Customers or any existing customer that whose property is subject a substantial improvement, as defined herein, after July 1, 2026. Customers who prevent the District's Operator from conducting inspections as outlined in this section shall be subject to termination of service or chargeback for costs resulting from prevention of inspection.

- D. Repairs. Repairs to backflow prevention assemblies shall be performed by authorized individuals as recognized by the Texas State Board of Plumbing Examiners, the TCEQ, Texas Irrigators Advisory Council, or the Texas Commission on Fire Protection-State Fire Marshall's Office, depending upon application and use.

Section 12. Grease Traps.

AMENDED AND RESTATED RATE ORDER
WESTWOOD SHORES MUNICIPAL UTILITY DISTRICT

- A. Installation Criteria. The District shall require any Commercial User serving or preparing food, or any other Customer responsible for waste discharges that include, but are not limited to, grease, oil, sand or flammable waste, to install and maintain an approved grease trap and a sampling well to allow for periodic sampling of the discharge from the Customer. Other discharges requiring a grease trap and sampling well shall be determined by the District's Operator and Engineer on a case-by-case basis based on the Operator's and Engineer's conclusion that the discharge in question will harm the District's facilities if allowed to enter the District's System.
- B. Customer Responsibilities. Any Customer responsible for discharges requiring a grease trap and sampling well shall, at its own expense, construct and install a grease trap and sampling well to include equipment and facilities of a design type and design capacity approved by the District's Operator and Engineer. Such Customer shall install the grease trap and sampling well in a manner that provides easy access for cleaning and inspection and shall maintain the grease trap in effective operating condition continuously thereafter. Any Customer that is identified by the District as requiring a grease trap but does not have an approved grease trap in place shall have 120 days after the effective date within which to construct and install the required grease trap and secure necessary approvals. If the Customer fails to comply with the requirements of this Section, the District may, at its option, either terminate service in accordance with the provisions of this Rate Order, or, the District may properly install, clean and maintain such grease trap and bill the Customer all expenses relating thereto.
- C. Cleaning Requirements. It shall be the responsibility of the Customer to maintain and service the grease trap and sampling well. All grease traps shall be maintained in effective operating condition, and Customer shall provide documentation of proper cleaning and maintenance upon request by the District within seven (7) calendar days.
- D. Inspection Requirements. The District's Operator or other duly authorized representative of the District shall be authorized to conduct periodic inspections, including monthly inspections, of all grease traps within the District that are subject to this Rate Order to ensure that grease traps are being maintained in effective operating condition and that all necessary manholes, inspection chambers and related facilities are being maintained and are fully operational. In the event a grease trap or any related facilities are found in an unserviceable condition or in need of cleaning or maintenance, the Operator or other duly authorized representative of the District shall give written notice to the Customer responsible for the discharge for which the grease trap is required advising such Customer of the deficiencies and requesting prompt attention to the matter. The Operator shall conduct such follow-up inspections as may be necessary until the grease trap is in effective operating condition. The Customer shall be charged as described in Exhibit B. Any sampling and testing deemed necessary by the District Operator during the inspection will be billed to the Customer at actual cost plus 15%. The District, at its sole discretion, may waive Inspection Requirements, as herein outlined, if satisfactory proof is provided monthly by the Customer responsible for the grease trap that the grease trap is being maintained in effective operating condition as determined by the District's Operator. In the event that the District determines, in its sole discretion, that the Grease Trap is not being maintained in

AMENDED AND RESTATED RATE ORDER
WESTWOOD SHORES MUNICIPAL UTILITY DISTRICT

effective operating condition, the District may require inspections and associated fees as outlined herein.

Section 13. Damage to District Facilities.

- A. Damage to District Facilities. No person other than a duly authorized agent of the District shall tamper or in any way interfere with the meter, automatic meter reading endpoints, meter box, service line, or other water and/or sewer system appurtenance, except that a Customer may open the meter box to read the meter or turn off the Customer's water supply in the event of an emergency. The District reserves the right to immediately and without notice remove the meter or disconnect water service to any Customer whose meter has been tampered with and may assess against Customer and any other responsible party as described in Section 9.F. the actual cost of repair plus the greater of 20% of the repair or a \$50.00 tampering fee, in addition to any other charges authorized by this Rate Order, for each occurrence of meter tampering. Any Customer that is assessed more than one (1) metering tampering penalty may be required to appear before the Board to discuss reconnection. The Board may, at its discretion, impose additional penalties or requirements on the Customer and any other responsible party as described in Section 9.F., that are deemed necessary to re-commence service.
- B. Right to Repair. The District reserves the right to repair any damage to the District's System and appurtenances without prior notice and to assess against any Customer, or any other responsible party as described in Section 9.F., such penalties as are provided by law and such penalties provided for in this Rate Order in addition to those charges necessary to repair the portion of the System so damaged.

Section 14. Plumbing Regulations, Prohibition against Cross Connections and Unacceptable Plumbing Practices, Penalty for Violation.

- A. Adoption of Uniform Plumbing Code. In accordance with Chapter 290 of the Texas Administrative Code, the District has adopted the applicable provisions of the Uniform Plumbing Code, including, but not limited to, those provisions that prohibit direct connections between the District's potable water distribution system and a potential source of contamination. The applicable provisions of the Uniform Plumbing Code shall apply to all Customers of the District's potable water distribution system.
- B. Prohibition Against Cross-Connections. No cross-connection between the District's potable water distribution system and a private water system is permitted. Where an actual air gap is not maintained between the public water supply and a private water supply, an approved reduced pressure zone Backflow Prevention Assembly must be properly installed and such assembly must be annually inspected and tested by a certified backflow prevention device tester. By accepting service from the District, all Customers agree to allow such annual inspection and testing of Backflow Prevention Assemblies to take place during normal business hours. If any Customer refuses to allow such annual inspection and testing, service to such Customer will be discontinued until such inspection and testing is completed. No

AMENDED AND RESTATED RATE ORDER
WESTWOOD SHORES MUNICIPAL UTILITY DISTRICT

connection which allows water to be returned to the District's potable water distribution system is permitted. This includes, but is not limited to, any device pursuant to which water is removed from the District's potable water distribution system, circulated through a user's system for condensing, cooling and heating of fluids or industrial processes, including but not limited to a heat exchange system, and routed back to the District's potable water distribution system.

- C. Penalty for Violation. The failure of a Customer to comply with the terms of this Section will be considered a violation of this Rate Order. If such a violation occurs, or if the District determines the existence of a serious threat to the integrity of the District's water supply, water system, or sewer system, the District, in its sole option, may, in addition to all other legal remedies available to it, including those remedies set out in Section 16 or outlined elsewhere within this Rate Order, immediately terminate service or, at the Customer's sole cost and expense, install the plumbing fixtures or assemblies necessary to correct the unacceptable plumbing practice. If the District terminates service in order to preserve the integrity of the District's water supply, water system, or sewer system, service will only be restored when the source of the potential contamination no longer exists or until additional safeguards have been taken. Any and all expenses associated with the enforcement of this Section shall be billed to the Customer.

Section 15. Unauthorized Practices.

- A. Potable water-supply piping, water discharge outlets, backflow-prevention devices or similar equipment shall not be located so as to make possible their submergence in any contaminated or polluted liquid or substance. The Operator or other duly authorized representative of the District shall be authorized, after providing reasonable notice to the Customer in advance, to enter upon any tract within the District to inspect individual water or sewer facilities prior to providing service and periodically thereafter to prevent possible cross-connections between the potable water system and any non-potable water and any sewer facilities. All Customers shall allow their property to be inspected for possible cross-connections and other Unacceptable Plumbing Practices. The District shall notify the Customer in writing of any cross-connection or other unacceptable plumbing practice which has been identified during an initial inspection or any periodic re-inspection. The Customer shall immediately correct any unacceptable plumbing practice on its premises.
- B. Continuous efforts shall be made by the District to locate unauthorized connections or taps, possible interconnections between privately owned water or sewer facilities and the public water or sewer system, and other Unacceptable Plumbing Practices. As Unacceptable Plumbing Practices are located, they shall be eliminated so as to prevent possible contamination of the water supplied by or facilities of the District.
- C. The District shall consider the existence of a health hazard as identified in 30 Texas Administrative Code § 290.38 (37), or other serious threat to the integrity of the water supplied by the District, to be sufficient grounds for immediate termination of water service to Customers who may be vulnerable to possible water supply contamination. If terminated under such circumstances, water service shall be restored by the District when it determines

AMENDED AND RESTATED RATE ORDER
WESTWOOD SHORES MUNICIPAL UTILITY DISTRICT

that such health hazard or other source of potential contamination no longer exists, or when the health hazard or other contamination source has been isolated from the District's water supply system in accordance with 30 Texas Administrative Code § 290.44 (h).

- D. The District may discontinue water or sewer service to a Customer in the event such Customer either refuses to permit an inspection pursuant to this Section, or (2) fails, within a reasonable time after receiving written notice issued by the Board, to correct or remove any unauthorized connection, tap, plumbing or other condition found to be contributing to or causing contamination of the District's water supply or facilities.
- E. All tampering with District meters, taps or other District facilities, Unauthorized Usage of water or sewer service, and illegal discharges into the District's sanitary sewer system are prohibited. In addition to any of the foregoing, the District may bill and collect from any Customer who violates the terms of this section any costs or expenses incurred by the District as a result of such violation. Any fees or penalties assessed pursuant to this Section shall be in addition to the fees required for the restoration of service.
- F. The use of any septic tank or individual or private water wells are prohibited.

Section 16. Penalties for Violation.

- (1) District Legal Authority. Pursuant to the authority granted by Sections 49.004 and 54.205, Texas Water Code, as amended, it is hereby declared and ordered that the Board may levy reasonable civil penalties on any person, corporation, or any other entity who:
 - (2) violates any Section of this Rate Order; or
 - (3) makes unauthorized use of the District services or facilities; or
 - (4) causes damage to the District facilities by using such facilities in a manner or for a purpose contrary to the purpose for which these facilities were designed; or
 - (5) violates the District's rules and regulations governing sewer lines and sewer connections; and
 - (6) be subject to a penalty of up to twenty thousand dollars (\$20,000) for each breach of each one of the foregoing provisions. Each day that a breach of any provisions hereof continues shall be considered a separate breach. The penalty shall be in addition to the other penalties, fees, and charges provided by this Amended Rate Order and the laws of the State of Texas, and in addition to any other legal rights and remedies of the District as may be allowed by law or in equity.
- A. Legal Action. The District may bring an action to recover the penalty in a district court in the county where the violation occurred. Such penalties shall be in addition to any other penalties provided by the laws of the State of Texas. Further, in any suit to enforce its rules, the District shall seek to recover reasonable fees for attorneys, expert witnesses and other costs incurred by the District before the court. Notice of the rules and penalties set forth herein shall be published once a week for two (2) consecutive weeks in one or more newspapers with general circulation in the area in which the District is located.

AMENDED AND RESTATED RATE ORDER
WESTWOOD SHORES MUNICIPAL UTILITY DISTRICT

B. Back-charges. The District recognizes that operation and maintenance of the District's water system and sanitary sewer system requires service calls, investigation and repairs, including excavation, throughout the area of the District. The District further recognizes that District Customers observe and report conditions such as water leaks, sewer stoppages and the like, which indicate possible problems with District water or sewer facilities. Customers are encouraged to report such conditions to the District Operator.

- (1) The cost of any repairs to District water lines or sanitary sewer lines, including the cost-of-service calls made in response to Customer reports, shall be borne by the District.
- (2) The cost of repairs, if any, incurred as a result of a leak or other malfunction of a Customer water service line or Customer sewer service line shall be the actual cost of repairs plus a 20% administrative charge which will be billed to the Customer.
- (3) The cost of any repairs to District facilities which are damaged by any person shall be the actual cost of repairs plus a 20% administrative charge, in addition to any other charges authorized by this Rate Order, which will be billed to the person causing the damage.

Section 17. Drought Contingency Plan. Refer to the District's Drought Contingency Plan, which may be amended from time to time, for rules, regulations, and penalties associated with enforcement of this Plan.

Section 18. Regulation by the District. The District, from time to time, may promulgate additional rules and regulations applicable to water or sewer service. Copies of these rules and regulations are available at the office of the District. In the event of a conflict between this Rate Order and any other policy or regulation of the District, this Rate Order shall control.

PASSED AND APPROVED this 20th day of April, 2026, to be effective this 1st day of July, 2026.

WESTWOOD SHORES MUNICIPAL
UTILITY DISTRICT

/s/Joan Gallagher _____

President, Board of Directors

ATTEST:

/s/Bryan Holmes _____

Secretary, Board of Directors



AMENDED AND RESTATED RATE ORDER
WESTWOOD SHORES MUNICIPAL UTILITY DISTRICT

EXHIBIT "A"

WESTWOOD SHORES MUNICIPAL UTILITY DISTRICT
Customer Service / Billing Issues
936-594-3411
24-Hour Emergencies
281-456-9825

We are happy to have you as a Customer of Westwood Shores Municipal Utility District, whether you are a property owner or a tenant. The District provides water and wastewater services to Customers residing within the District and certain Customers located outside of the boundaries of the District.

To contact the District's Operator, please call the District's Operator at the following numbers:

24-hour emergencies, to report leaks or other service-related issues: **281-353-9808**
Customer service or billing issues: 8:30 a.m. to 4:30 p.m. Monday through Friday:
936-594-3411 or by e mail at customerservice@westwoodshoresmud.com

Meter reading & Billing Cycles are on or about the 1st of every month

Payments may be made in the following ways:

- Pay By Mail To 75 Cottonwood Road, Trinity, Texas 75862
- Pay in person at 75 Cottonwood Road, Trinity, Texas 75862
- Pay With Your On-Line Bill Pay Service
- Pay By Credit Card On Line Or Telephone
- Pay By E-Check On Line Or Telephone
- Go to <https://westwoodshoresmud.com/bill-payment>;

On behalf of the Board of Directors of Westwood Shores Municipal Utility District, we are pleased to welcome you as a customer and look forward to serving you.

AMENDED AND RESTATED RATE ORDER
WESTWOOD SHORES MUNICIPAL UTILITY DISTRICT

WESTWOOD SHORES MUNICIPAL UTILITY DISTRICT
APPLICATION FOR SERVICE AND
CUSTOMER SERVICE AGREEMENT

- I. PURPOSE: WESTWOOD SHORES MUNICIPAL UTILITY DISTRICT (the "District"), is responsible for protecting the drinking water supply from contamination or pollution which could result from improper plumbing practices. The purpose of this Application for Service and Customer Service Agreement is to notify each customer of the plumbing restrictions which are in place to provide this protection. The District enforces these restrictions to ensure the public health and welfare. Each customer must sign this agreement before the District will begin service. In addition, when service to an existing connection has been suspended or terminated, the District will not re-establish service unless it has a signed copy of this Application for Service and Customer Service Agreement.
- II. PLUMBING RESTRICTIONS: The following unacceptable plumbing practices are prohibited by State regulations:
- A. No direct connection between the public drinking water supply and a potential source of contamination is permitted. Potential sources of contamination shall be isolated from the public water system by an air-gap or an appropriate back flow prevention device.
 - B. No cross-connection between the public drinking water supply and a private water system is permitted. These potential threats to the public drinking water supply shall be eliminated at the service connection by the installation of an air-gap or a reduced pressure-zone back flow prevention device.
 - C. No connection that allows water to be returned to the public drinking water supply is permitted.
 - D. No pipe or pipe fitting or fixture the wetted surface of which contains more than a weighted average of 0.25% lead [as calculated under section 1417(d)(2) of the Safe Drinking Water Act (42 U.S.C. 300-g-6), as amended by Public Law 111-380] is permitted.
 - E. No solder or flux which contains more than 0.2 percent lead can be used for the installation or repair of plumbing at any connection on or after July 1, 1988, which provides water for human use.
 - F. No plumbing fixtures shall be installed which is not in compliance with a state approved plumbing code.
- III. SERVICE AGREEMENT: The following are the terms of the service agreement between Westwood Shores Municipal Utility District (the "District") and _____, (the "Customer.")
- A. The District will maintain a copy of this agreement as long as the Customer and/or the premises is connected to the District.
 - B. Owner/Agent Acknowledgment: If the property that is subject of this Application is subject to an agency relationship or is a rental or lease property, I, as owner or

**AMENDED AND RESTATED RATE ORDER
WESTWOOD SHORES MUNICIPAL UTILITY DISTRICT**

agent of the property, understand that if service is terminated to such property, I am jointly and severally liable with the renter/lessee or my Agent, as applicable, for any fees and/or charges that are due to the District prior to any service connection or reconnection. See Section 9.F. of the District's Rate Order.

Owner/Agent Signature (If not Applicant): _____
Printed Name: _____ Date: _____

- C. The Customer shall allow his property to be inspected for possible cross-connections and other undesirable plumbing practices. The District or its designated agent, prior shall conduct these inspections to initiating service and periodically thereafter. The inspections shall be conducted during the District's normal business hours.
- D. The District shall notify the Customer in writing of any cross-connection or other undesirable plumbing practice which has been identified during the initial inspection or the periodic re-inspection.
- E. The Customer shall immediately correct any undesirable plumbing practice on his/her/its premises.
- F. The Customer shall, at his expense, properly install, test and maintain any backflow prevention device required by the District. Copies of all testing and maintenance records shall be provided to the District.

IV. ENFORCEMENT: If the Customer fails to comply with the terms of the Service Agreement, the District shall, at its option, either terminate service or properly install, test, and maintain an appropriate back flow prevention device at the service connection. Any expenses associated with the enforcement of this agreement shall be billed to the Customer.

NEW ACCOUNT FEE: \$35.00
SINGLE FAMILY DEPOSIT FEE: \$200

CUSTOMER SIGNATURE: _____ DATE: _____

SERVICE ADDRESS: _____ ACCT#: _____

DAYTIME PHONE: _____

SERVICE START DATE: _____

Applicant Must Provide a Copy of Closing Papers/Proof of Purchase or Copy of Complete Lease Agreement plus Copy of Picture I.D.

Drop off or Mail to: 75 Cottonwood Road, Trinity, Texas 75862

AMENDED AND RESTATED RATE ORDER
WESTWOOD SHORES MUNICIPAL UTILITY DISTRICT

WESTWOOD SHORES MUNICIPAL UTILITY DISTRICT
APPLICATION AND AGREEMENT FOR TEMPORARY METER AND SERVICE

1. Applicant Information

Applicant / Company Name: _____

Type of Applicant:

- Utility Company
- Builder
- Contractor
- Subcontractor
- Property Owner
- Other: _____

Authorized Representative: _____

Title: _____

Mailing Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Email: _____

Emergency / After-Hours Contact: _____

Emergency Phone: _____

2. Contractor / Subcontractor Information

If the Applicant will use any contractor, subcontractor, boring contractor, directional drilling contractor, excavation contractor, utility contractor, or similar party in connection with the work for which temporary water service is requested, the following information must be provided.

Primary Contractor: _____

Contact Person: _____

Phone: _____ Email: _____

Boring / Directional Drilling Contractor, if any: _____

Contact Person: _____

Phone: _____ Email: _____

Other Subcontractors: _____

The Applicant is responsible for the acts and omissions of its employees, agents, contractors, subcontractors, boring contractors, directional drilling contractors, excavation contractors, utility contractors, suppliers, and any other person or entity performing work for or on behalf of the Applicant.

3. Project and Service Location

Project Name / Description: _____

Property Owner / Utility Benefited by Work: _____

Service Location / Address: _____

Requested Hydrant / Flushing Valve Location: _____

Purpose of Temporary Water Service:

- Construction
- Boring / Directional Drilling Support
- Utility Installation
- Testing / Flushing
- Dust Control
- Builder Use

**AMENDED AND RESTATED RATE ORDER
WESTWOOD SHORES MUNICIPAL UTILITY DISTRICT**

Other: _____
Requested Start Date: _____
Estimated End Date: _____
Estimated Daily Water Use: _____ gallons per day
Estimated Total Water Use: _____ gallons

4. Required Deposit, Fees, and Charges

The Applicant shall pay a temporary meter deposit in the amount of \$1,500.00 prior to receiving the meter or beginning any work within the District. The deposit shall secure payment of all water charges, meter rental charges, backflow prevention assembly charges, repair costs, replacement costs, administrative costs, enforcement costs, penalties, and any other amounts owed to the District under this Agreement, the District’s Rate Order, or other applicable laws or rules.

The Applicant shall also pay the temporary meter rental fee, water usage charges, and all other applicable rates, fees, and charges set forth in the District’s Rate Order, including Exhibit “B” thereto. The District may apply the deposit to any unpaid amount owed by the Applicant, including damage to District facilities caused by the Applicant or its agent(s). Application of the deposit shall not limit the Applicant’s liability. The Applicant shall remain liable for all amounts exceeding the deposit.

The District may require the Applicant to replenish the deposit to its original amount as a condition to continued temporary service. Failure to replenish the deposit within the time required by the District shall be grounds for immediate termination of temporary service.

5. Approval and Installation by District Operator

Temporary water service may be supplied only through a District-approved meter and a District-approved backflow prevention assembly. No person other than the District’s Operator or its authorized representative may install, relocate, remove, alter, bypass, tamper with, or reconnect a temporary meter, backflow prevention assembly, hydrant, flushing valve, meter box, valve, appurtenance, or other District facility.

The District’s approval of this Agreement authorizes temporary use of water only at the specific location approved by the District. The temporary meter may not be moved, relocated, connected to a different hydrant, connected to a different flushing valve, or used at any other location without prior written approval from the District or its Operator.

The District may deny, suspend, or terminate temporary service if, in the judgment of the District or its Operator, the requested use may damage District facilities, interfere with District operations, reduce water pressure, create a public health concern, create a cross-connection risk, violate the District’s Rate Order, or otherwise adversely affect the District’s System or its customers.

6. Backflow Prevention and Water Quality Protection

The Applicant shall use only the backflow prevention assembly provided or approved by the District. The Applicant shall not remove, bypass, alter, disable, submerge, obstruct, or tamper with the backflow prevention assembly.

The Applicant shall not connect the temporary meter or any hose, tank, truck, vessel, equipment, piping, or other facility in a manner that creates or may create a cross-connection, backflow, back-siphonage, contamination, or other threat to the District’s potable water system.

The Applicant shall not use the temporary meter to fill or supply any tank, truck, vessel, container, line, or equipment containing chemicals, petroleum products, sewage, reclaimed water, non-potable water, drilling fluids, boring fluids, pesticides, fertilizers, hazardous substances, or any other contaminant unless specifically approved in writing by the District or its Operator and protected by backflow prevention acceptable to the District.

**AMENDED AND RESTATED RATE ORDER
WESTWOOD SHORES MUNICIPAL UTILITY DISTRICT**

Any violation of this section shall be grounds for immediate termination of temporary service, forfeiture or application of the deposit, assessment of penalties under the District's Rate Order, and recovery of all costs, damages, and expenses incurred by the District.

7. Excavation, Boring, Directional Drilling, and Utility Work

Approval of temporary water service does not constitute approval to excavate, bore, drill, trench, grade, install utilities, disturb soil, work within a District easement, work within public right-of-way, or perform any activity that may affect District facilities. The Applicant is solely responsible for obtaining all permits, consents, approvals, locates, inspections, traffic-control approvals, right-of-way approvals, easement approvals, and other authorizations required for its work.

Before beginning any excavation, boring, directional drilling, trenching, grading, utility installation, or other ground-disturbing activity, the Applicant shall comply with all applicable federal, state, and local laws.

The Applicant shall use reasonable care to avoid damage to District facilities and other underground facilities. The Applicant shall use non-mechanical methods, hand digging, soft digging, vacuum excavation, or other safe methods as required by applicable law and industry practice to expose and verify the location of underground facilities before using mechanical excavation, boring, directional drilling, trenching, or other potentially damaging methods.

The Applicant shall notify the District's Operator at least forty-eight (48) hours before beginning any boring, directional drilling, excavation, trenching, or utility work within or near any District easement, right-of-way containing District facilities, water line, sewer line, force main, meter, valve, hydrant, flushing valve, manhole, lift station, plant site, or other District facility. The District may require a pre-construction meeting, field verification, potholing, or Operator observation as a condition to continued temporary service.

District Operator Notification Date/Time: _____

District Operator Representative Notified: _____

The Applicant shall not assume that District facilities are located only as shown on maps, plans, as-builts, field markings, or other records. The Applicant is responsible for field verification and protection of all District facilities.

8. Damage to District Facilities

The Applicant shall be responsible for any and all damage to District facilities caused by or related to the Applicant's work, temporary water use, equipment, vehicles, employees, agents, contractors, subcontractors, boring contractors, directional drilling contractors, excavation contractors, utility contractors, suppliers, or any other person, agent, or entity performing work for or on behalf of the Applicant.

Damage includes, but is not limited to, damage to water lines, sewer lines, force mains, service lines, valves, meters, meter boxes, hydrants, flushing valves, manholes, lift stations, plant facilities, electrical facilities, SCADA facilities, pavement, driveways, sidewalks, easements, rights-of-way, landscaping, and any other District facility or property.

If any District facility is struck, damaged, exposed, undermined, unsupported, disturbed, leaking, broken, impaired, or suspected to have been damaged, the Applicant shall immediately:

1. stop work in the affected area;
2. take reasonable steps to protect persons and property;
3. immediately notify the District's Operator by telephone;
4. immediately notify Texas 811 and any other facility operator required by law;
5. not backfill, cover, conceal, repair, move, or alter the affected facility unless authorized by the

**AMENDED AND RESTATED RATE ORDER
WESTWOOD SHORES MUNICIPAL UTILITY DISTRICT**

District or its Operator; and

6. cooperate with the District and its Operator in investigation, repair, restoration, reporting, and claims handling.

The Applicant shall pay the District for all costs arising from or related to such damage, including but not limited to, repair costs, replacement costs, water loss, wastewater loss, emergency response costs, bypass pumping costs, sampling and testing costs, flushing costs, disinfection costs, engineering costs, legal costs, consultant costs, administrative costs, customer notice costs, regulatory response costs, penalties, fines, and any other cost, damage, liability, or expense incurred by the District. Applicant agrees that all such amounts shall be due within seven (7) business days after written demand by the District and further agrees to make said payments. The District may apply the deposit to such amounts and may pursue all remedies available at law or in equity for any unpaid balance.

9. Billing, Meter Readings, and Payment

The Applicant shall be billed for temporary meter rental, water usage, and all other applicable charges in accordance with the District's Rate Order. The Applicant shall provide meter readings as required by the District or its Operator and shall make the meter available for reading, inspection, testing, removal, or replacement at all reasonable times.

The Applicant shall pay all bills by the due date stated on the bill. Failure to timely pay any amount due shall be grounds for termination of temporary service, application of the deposit, refusal of future temporary service, assessment of penalties and late charges, and pursuit of all remedies available to the District.

If the meter is inaccessible, damaged, unreadable, missing, bypassed, tampered with, or not returned, the District may estimate usage based on the best information available, including prior usage, meter capacity, duration of use, observed conditions, pump capacity, tank capacity, truck capacity, or any other reasonable method.

10. Term, Return of Meter, and Termination

Temporary meters may be used only for the period approved by the District. Unless otherwise approved in writing, temporary meter service shall not exceed sixty (60) days. Any extension must be requested before expiration of the approved term and is subject to approval by the District or its Operator.

The Applicant shall return the temporary meter, backflow prevention assembly, hoses, fittings, locks, chains, and all District equipment in good condition immediately upon completion of the approved use, upon expiration of the approved term, or upon demand by the District or its Operator, whichever occurs first.

The District may immediately terminate temporary service, remove the meter, lock the hydrant or flushing valve, revoke approval, apply the deposit, refuse future temporary service, and pursue all other remedies if the Applicant:

- a. fails to pay amounts when due;
- b. fails to maintain or replenish the required deposit;
- c. moves, bypasses, alters, damages, or tampers with the meter, backflow prevention assembly, hydrant, flushing valve, or any District facility;
- d. uses water at an unauthorized location or for an unauthorized purpose;
- e. creates a cross-connection, backflow risk, contamination risk, pressure problem, or operational problem;
- f. fails to comply with Texas 811 / one-call requirements or other applicable excavation laws;

**AMENDED AND RESTATED RATE ORDER
WESTWOOD SHORES MUNICIPAL UTILITY DISTRICT**

- g. damages or fails to report damage to District facilities;
- h. Fails to pay for repairs to damage to District facilities;
- i. fails to return District equipment when required;
- j. interferes with District operations or access;
- k. violates the District's Rate Order or this Agreement; or
- l. creates, in the judgment of the District or its Operator, an unreasonable risk to the District, its System, its customers, or the public.

11. Insurance

Before temporary service is provided, the District may require the Applicant to provide certificates of insurance acceptable to the District, including commercial general liability, automobile liability, workers' compensation, employer's liability, contractor's pollution liability, or other insurance appropriate to the nature of the work.

For applicants performing excavation, boring, directional drilling, utility installation, or construction activities, the District may require the Applicant to name the District and the District's consultants, directors, officers, employees, agents, and Operator as additional insureds on applicable liability policies and to provide a waiver of subrogation where available.

Provision of insurance shall not limit the Applicant's liability under this Agreement.

12. INDEMNITY AND RELEASE

TO THE FULLEST EXTENT ALLOWED BY LAW, THE APPLICANT SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS THE DISTRICT AND THE DISTRICT'S DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, CONSULTANTS, ATTORNEYS, ENGINEERS, OPERATOR, AGENTS, AND REPRESENTATIVES FROM AND AGAINST ALL CLAIMS, DEMANDS, DAMAGES, LOSSES, LIABILITIES, FINES, PENALTIES, COSTS, AND EXPENSES, INCLUDING REASONABLE ATTORNEYS' FEES, ARISING OUT OF OR RELATED TO:

- 1. THE APPLICANT'S TEMPORARY WATER SERVICE;
- 2. THE APPLICANT'S WORK OR PROJECT;
- 3. ANY ACT OR OMISSION OF THE APPLICANT OR ITS EMPLOYEES, AGENTS, CONTRACTORS, SUBCONTRACTORS, BORING CONTRACTORS, DIRECTIONAL DRILLING CONTRACTORS, EXCAVATION CONTRACTORS, UTILITY CONTRACTORS, SUPPLIERS, OR INVITEES;
- 4. DAMAGE TO DISTRICT FACILITIES OR OTHER PROPERTY;
- 5. PERSONAL INJURY, DEATH, OR PROPERTY DAMAGE;
- 6. CONTAMINATION, BACKFLOW, CROSS-CONNECTION, OR WATER QUALITY ISSUES;
- 7. VIOLATION OF ANY LAW, PERMIT, APPROVAL, OR DISTRICT RULE; OR
- 8. BREACH OF THIS AGREEMENT.

THE APPLICANT RELEASES THE DISTRICT FROM LIABILITY FOR INTERRUPTION, INADEQUACY, PRESSURE FLUCTUATION, TERMINATION, SUSPENSION, NON-AVAILABILITY, OR QUALITY VARIATION OF TEMPORARY WATER SERVICE, EXCEPT TO THE EXTENT CAUSED BY THE DISTRICT'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

NOTHING IN THIS AGREEMENT WAIVES ANY GOVERNMENTAL IMMUNITY, OFFICIAL IMMUNITY, STATUTORY DEFENSE, LIMITATION OF LIABILITY, OR OTHER DEFENSE AVAILABLE TO THE DISTRICT OR ITS DIRECTORS, OFFICERS, EMPLOYEES,

AMENDED AND RESTATED RATE ORDER
WESTWOOD SHORES MUNICIPAL UTILITY DISTRICT

AGENTS, CONSULTANTS, OPERATOR, OR REPRESENTATIVES.

13. No Property Right or Continuing Service Obligation

Temporary water service is a revocable, temporary privilege and does not create a property right, vested right, capacity reservation, permanent service commitment, easement right, construction approval, right-of-way approval, utility approval, or entitlement to continued service.

The District does not guarantee any specific quantity, pressure, flow rate, duration, or availability of water. Temporary service is subordinate to the District's obligation to operate its System and serve its customers.

14. Applicant Certification

By signing below, the Applicant certifies that:

1. the person signing this Agreement is authorized to bind the Applicant;
2. all information provided is true and complete;
3. the Applicant has received or had access to the District's Rate Order;
4. the Applicant agrees to comply with the District's Rate Order and this Agreement;
5. the Applicant is responsible for all contractors and subcontractors performing work for or on behalf of the Applicant;
6. the Applicant will comply with Texas 811 / one-call requirements and all applicable laws;
7. the Applicant will immediately report any damage to District facilities; and
8. the Applicant will pay all charges, costs, damages, and expenses owed to the District.

Applicant / Company Name: _____

Authorized Representative Signature: _____

Printed Name: _____

Title: _____

Date: _____

District / Operator Approval: _____

Printed Name: _____

Date: _____

District use only

Deposit Paid: \$ _____ Date: _____

Insurance Received: Yes No Not Required

Texas 811 Ticket Provided: Yes No Not Applicable

Approved Hydrant / Flushing Valve Location: _____

Meter Size: _____

Meter No.: _____

Backflow Assembly No.: _____

Starting Read: _____

Installation Date: _____

Removal Date: _____

Ending Read: _____

Deposit Applied: \$ _____

Deposit Refunded: \$ _____

Refund Date: _____

Notes / Damage / Repairs / Charges: _____

AMENDED AND RESTATED RATE ORDER
WESTWOOD SHORES MUNICIPAL UTILITY DISTRICT

CUSTOMER RELEASE OF INFORMATION AUTHORIZATION FORM

Pursuant to Section 182.052 of the Texas Utilities Code, Westwood Shores Municipal Utility District may not disclose personal information in a customer's account record, or any information relating to the volume or units of utility usage or the amounts billed to or collected from the individual for utility usage unless the customer requests that Westwood Shores Municipal Utility District disclose the information. To elect disclosure of your personal information in your customer account record please complete and sign the form below.

Customer Name: _____ Account Number: _____
Service Address: _____
Telephone Number: _____ Email Address: _____

- I request the DISCLOSURE of customer information pursuant to Section 182.052(b) and authorize Westwood Shores Municipal Utility District to disclose the following information upon written request by any member of the public:
 - My personal information including my address, telephone number, or social security number; and/or
 - Information regarding my usage, services, and billing, including amounts billed or collected for utility usage to the above-referenced account number.
- I RESCIND a previous request for disclosure pursuant to Section 182.052(d).

Please return this form to Westwood Shores Municipal Utility District at 75 Cottonwood Road, Trinity, Texas 75862. If you have any questions or concerns, please contact customer service at 936-594-3411. In the alternative, the completed form can be emailed to the District at: customerservice@westwoodshoresmud.com.

Customer Signature: _____ Date: _____

Permission to Turn on Water.

I give my permission for the District's Operator, to turn water on at the address above without anyone present. I understand that the District will not be held responsible for any damage to broken pipes, leaking pipes, etc.

Customer Signature: _____

**AMENDED AND RESTATED RATE ORDER
WESTWOOD SHORES MUNICIPAL UTILITY DISTRICT**

EXHIBIT “B”

WATER RATES

Meter Size	Base Water	Base Sewer
5/8" & 3/4"	\$78.50	\$78.50
1"	\$196.25 (\$78.50 x 2.5)	\$196.25 (\$78.50x2.5)
2"	\$628.00 (\$78.50 x 8)	\$628.00 (\$78.50 x 8)
3"	\$1,177.50 (\$78.50 x 15)	\$1,177.50 (\$78.50 x15)
6"	\$3,925.00 (\$78.50 x 50)	\$3,925.00 (\$78.50 x 50)

Increasing Block Water Usage Rates:

0 gallons - 3,000 gallons	\$7.50 per 1,000 gallons
3,001 gallons - 6,000 gallons	\$8.50 per 1,000 gallons
6,001 gallons - 9,000 gallons	\$9.50 per 1,000 gallons
Over 9,000 gallons	\$10.50 per 1,000 gallons

*At the owner’s consent, a donation of \$1.00 will be included monthly per connection for the Trinity Voluntary Fire Department (“TVFD”). Your donation will be sent to the TVFD for their use in case of a fire at Westwood Shores subdivision.

TEMPORARY USER RATES

Meter Rental Fee (Based on 3” meter equivalent monthly base rate) \$58.35/Day

0 gallons - 3,000 gallons	\$7.50 per 1,000 gallons
3,001 gallons - 6,000 gallons	\$8.50 per 1,000 gallons
6,001 gallons - 9,000 gallons	\$9.50 per 1,000 gallons
Over 9,000 gallons	\$10.50 per 1,000 gallons

GREASE TRAP INSPECTION

Food Establishments, and all other Customers where a grease trap is required, shall pay a monthly Grease Trap Inspection Fee of \$55.00 per inspection which is to be performed by the District’s Operator or authorized representative unless excepted as outlined in Section 12.D. of the Rate Order.