

AVE MARIA STEWARDSHIP COMMUNITY DISTRICT

**MASTER IRRIGATION SYSTEM
RULES AND REGULATIONS**

District Manager

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2025

IRRIGATION WATER RULES AND REGULATIONS

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PREAMBLE: THE RULES AND REGULATIONS FOR THE OPERATION OF THE MASTER IRRIGATION SYSTEM HAVE BEEN FORMULATED FROM THE POWERS GRANTED BY THE AVE MARIA STEWARDSHIP COMMUNITY DISTRICT PURSUANT TO CHAPTER 2004- 461, LAWS OF FLORIDA. THE SECTION OF THE LAW DIRECTLY PERTAINING TO THE OPERATION OF THE MASTER IRRIGATION UTILITY IS CONTAINED IN SECTION 4: PARA: (20) MANDATORY USE OF CERTAIN DISTRICT SYSTEMS, FACILITIES AND SERVICES, PARA: (23) RECOVERY OF DELINQUENT CHARGES, PARA (24): DISCONTINUANCE OF SERVICE, AND PARA (25) ENFORCEMENT AND PENALTIES.

1.0 TECHNICAL TERMS AND ABBREVIATIONS

"CONSUMER" or "CUSTOMER" - Means any person, firm, corporation, or entity, which has entered into an agreement to receive irrigation water service from the District and is liable for the payment of that irrigation water service.

"CUSTOMER'S INSTALLATION" - All pipes, shut-offs, valves, fixtures and appliances or apparatus of every kind and nature used in connection with or forming a part of an installation for utilizing irrigation water for any purpose ordinarily located on the Customer's side of "Point of Delivery", whether such installation is owned by Customer, or used by consumer under lease or otherwise.

"DISTRICT" – Ave Maria Stewardship Community District.

"IRRIGATION WATER" – Refers to a non-potable blend of reclaimed water and untreated groundwater used for landscape irrigation purposes only.

"MAIN" - Refers to a pipe, conduit, or other facility installed to convey irrigation water service to individual service lines or to other mains.

"POINT OF DELIVERY" - The point where the District's pipes or meters are connected with pipes of the Customer.

"RATE SCHEDULE" - Refers to rates or charges for the classification of service.

"RECLAIMED WATER" - Reclaimed water is highly treated wastewater generated by Ave Maria Utility Company, LLLP which certified plant staff ensure meets or exceeds the minimum water quality standards for public access irrigation set forth by the Florida Department of Environmental Protection pursuant to Chapter 62-610 F.A.C or its successor provision.

"SERVICE" - Service, as mentioned in the Rules and Regulations and in agreement with Customers, shall be construed to include, in addition to all irrigation water service required by the Customer, the readiness and ability on the part of the District to furnish irrigation water service to the Customer.

"SERVICE LINES" - The pipes of the District that are connected from the mains to Point of Delivery.

2.0 GENERAL INFORMATION

These Rules and Regulations, as well as the rate schedules, applications and contracts of the District, govern the provision of irrigation water service and, in the absence of specific written agreement to the contrary, apply without modification or change to each and every Customer to whom the District renders irrigation water service. In the event that a portion of these Rules and Regulations are declared unconstitutional or void for any reason by any court of competent jurisdiction, such decision shall in no way affect the validity of the remaining portions of the Rules and Regulations for irrigation water service unless such court order or decision shall so direct.

3.0 ELECTRONICALLY SIGNED APPLICATION NECESSARY

Irrigation water service is furnished only upon electronically signed application or agreement accepted by the District and the conditions of such application or agreements are binding upon the Customer as well as upon the District. The application process is online at www.amuc.com. Payment of all fees and charges, including meter charges, account set-up charge, and deposit will be required with the application process. Initiation of service and billing will begin on the date the meter is installed.

4.0 APPLICATION BY AGENTS

Applications for irrigation water service requested by firms, partnerships, associations, corporations, government agencies, and others, shall be rendered only by duly authorized parties. When irrigation water service is rendered under agreement, or agreements, entered into between the District and an agent of the principal, the use of such irrigation water service by the principal shall constitute full and complete ratification by the principal of the agreement or agreements entered into between agent and the District and under which such irrigation water service is rendered.

5.0 WITHHOLDING SERVICE

The District may withhold or discontinue irrigation water service rendered under application made by any member or agent of a household, organization or business unless all prior indebtedness to the District of such household, organization or business for irrigation water service has been settled in full. Service may also be discontinued for any violation by the Customer or consumer of any rule or regulation set forth herein.

6.0 LIMITATION OF USE

Irrigation water service purchased from the District shall only be used by the Customer and the Customer shall not sell or otherwise dispose of such irrigation water service supplied by the District unless pre-approved by the District with written consent. Irrigation water service furnished to the Customer shall be rendered directly to the Customer through District's individual meter and may not be re-metered by the Customer for the purpose of selling or otherwise disposing of irrigation water service to lessees, tenants, or others and, under no circumstances, shall the Customer or Customer's agent or any other individual, association or corporation install meters for the purpose of so re-metering said irrigation water service. In no case shall a Customer, except with the written consent of the District, extend lines across a street, alley, lane, court, property lines, avenue, or other way, in order to furnish irrigation water service for adjacent property through one meter, even though such adjacent property may be owned by the Customer. In case of such unauthorized extension, re-metering, sale or disposition of service, Customer's irrigation water service is subject to discontinuance until such unauthorized extension, re-metering, sale or disposition is discontinued and full payment is made of bills for irrigation water service, calculated on proper classification and rate schedules and reimbursement in full made to the District for all extra expenses incurred for clerical work, testing, and inspections. District may pre-approve re-metering for certain Customers in order to accurately split water consumption and billing within an association.

District assumes no responsibility for maintenance of customer's installation past the point of delivery and is not responsible for the accuracy of billings prepared by approved Customers with re-metered installations.

7.0 CONTINUITY OF SERVICE

The District will at all times use reasonable diligence to provide continuous irrigation water service, and having used reasonable diligence, shall not be liable to the Customer for failure or interruption of continuous irrigation water service. The District shall not be liable for any act or omission caused directly or indirectly by strikes, labor troubles, accidents, litigation's, breakdowns, shutdowns for emergency repairs, or adjustments, acts of sabotage, enemies of the Unites States, wars, United

States, State, municipal or other governmental interference, acts of God or other causes beyond its control.

8.0 TYPE AND MAINTENANCE

The Customer's pipes, apparatus and equipment shall be selected, installed, used, and maintained in accordance with the standard practice, conforming with the Rules and Regulations of the District, and in full compliance with all Laws and Governmental Regulations applicable to same. The District shall not be responsible for the maintenance and operation of the Customer's pipes and facilities. The Customer expressly agrees not to utilize any appliance or device which is not properly constructed, controlled and protected, or which may adversely affect the irrigation water service; and the District reserves the right to discontinue or withhold irrigation water service to such apparatus or device.

9.0 CHANGE OF CUSTOMER'S INSTALLATION

No changes or increases in Customer's installation, which will materially affect the proper operation of the pipes, mains, or stations of the District shall be made without written consent from the District. The Customer will be liable for any change resulting from a violation of this rule.

10.0 INSPECTION OF CUSTOMER'S INSTALLATION

All Customer's irrigation water service installations or changes shall be inspected upon completion by the District to ensure that Customer's piping, equipment, and devices have been installed in accordance with accepted standard practice and such local governmental or other rules as may be in effect. The District reserves the right to inspect the Customer's installation prior to rendering irrigation water service and from time to time thereafter but assumes no responsibility whatsoever for any portion thereof.

11.0 PROTECTION OF DISTRICT'S PROPERTY

The Customer shall exercise reasonable diligence to protect the District's property on the Customer's premises, and shall knowingly permit no one but the District's agents, or persons authorized by law, to have access to the District's pipes and apparatus. In the event of any loss, or damage to property of the District caused by or arising out of the carelessness, neglect or misuse by the Customer or Customer's Agents, the cost of repairing or replacing such property must be paid by the Customer.

12.0 ACCESS TO PREMISES

The District and its agents shall have access, at all reasonable hours, to the premises of the Customer for the purpose of installing, maintaining and inspecting or removing the District's property, reading meters and other purposes incident to delivering or terminating service and, in doing so, will not be liable for trespass.

13.0 RIGHT-OF-WAY OR EASEMENTS

The Customer shall grant or cause to be granted to the District and without cost to the District all rights-of-way, easements, permits, and privileges which are necessary for the rendering of irrigation water service.

14.0 BILLING PERIODS

Bills for irrigation water service will be rendered monthly. Bills are due when rendered and shall be considered as received by Customer when delivered or mailed to irrigation water service address or some other place mutually agreed upon. Non-receipt of bills by Customer shall not release or diminish Customer's obligation with respect to payment.

15.0 DELINQUENT BILLS

Bills are due when rendered, and if not paid within twenty (20) days thereafter become delinquent, and irrigation water service may then, after a minimum of five (5) days written notice, be discontinued.

Service will be resumed only upon payment of all past due bills and penalties, together with a reconnection charge when performed during regular working hours. If reconnection occurs after regular working hours, the reconnection charge for service after regular working hours shall apply. There shall be no liability of any kind against the District for failure of the Consumer to pay the bills on time. No partial payment of any bill rendered will be accepted by the district, except by special agreement with the District.

16.0 CHANGE OF OCCUPANCY

When change of occupancy takes place on any premises supplied by the District with irrigation water service, WRITTEN NOTICE thereof shall be given at the office of the District not less than three (3) days prior to the date of the change by the outgoing Customer, who will be held responsible for all irrigation water service used on such premises until such written notice is so received and the District has had reasonable time to discontinue irrigation water service. However, if such written notice has not been received, the application of a succeeding occupant for irrigation water service will automatically terminate the prior account. Customer's deposit may be transferred from one service location to another if both locations are supplied by the district. Consumer's deposit may NOT be transferred from one name to another.

17.0 UNAUTHORIZED CONNECTIONS

Connections to the District's irrigation water system for any purpose whatsoever are to be made only by agents of the District. Unauthorized connections render the service subject to immediate discontinuance without notice. Irrigation water service will not be restored until such unauthorized connections have been removed and unless settlement is made in full for all irrigation water service estimated by the District to have been used by reason of such unauthorized connection.

18.0 METERS

All irrigation water meters shall be furnished by and remain the property of the District and must be accessible by the District and subject to its control. The Customer must provide the meter box to the District at a suitable and readily accessible location and, if the District considers it advisable, within the premises to be served. Under such circumstances, the Customer must provide adequate and proper space for the installation of meters and other similar devices, and all necessary fittings.

19.0 ALL WATER THROUGH METER

That portion of the Customer's installation for irrigation water service shall be so arranged that all irrigation water service shall pass through the meter. No temporary pipes, nipples or spaces are permitted and under no circumstances are connections allowed, which may permit irrigation water to bypass the meter or metering equipment.

20.0 ADJUSTMENT OF BILLS

When a Customer has been overcharged or undercharged as a result of incorrect application of the rate schedule, incorrect reading of the meter, incorrect connection of the meter, or other similar reasons, the amount may be credited or billed to the Customer as the case may be.

21.0 CUSTOMER DEPOSIT – ESTABLISHMENT OF CREDIT

Before rendering service, the District may require an applicant for service to satisfactorily establish credit, but such establishment of credit shall not relieve the Customer from complying with the District's rules for prompt payment. Credit will be deemed so established if: (A) the applicant for service furnishes a satisfactory guarantor to secure payment of bills for the service requested; (B) the applicant pays a cash deposit; or, (C) the applicant furnishes an irrevocable letter of credit from a bank or a surety bond.

The amount of initial deposit shall be the following:

| | |
|---------------------------------|---|
| Single Family Residential (SF): | \$60.00 per unit |
| General Service (GS): | \$60.00 per equivalent residential connection |

The District may require, upon reasonable written notice of not less than thirty (30) days, such request or notice being separate and apart from any bill for service, a new deposit, where previously waived or returned, or an additional deposit, in order to secure payment of current bills; provided, however, that the total amount of the required deposit shall not exceed an amount equal to the average actual charge for irrigation water service for two (2) monthly billing periods for the 12-month period immediately prior to the date of the notice. In the event the Customer has had service less than 12 months, then the District shall base its new or additional deposit upon the average actual monthly billing available.

22.0 CUSTOMER REQUEST FOR METER TEST

Should any Customer request in writing a bench test of his irrigation water meter, the District may require a deposit to defray cost of testing; such deposit not to exceed the following schedule of fees:

| <u>METER SIZE</u> | <u>FEE</u> |
|-------------------|-------------|
| Under 2" | Actual Cost |
| 2" and Over | Actual Cost |

If the meter is found to register in excess of the accuracy limits prescribed herein, the deposit will be refunded; but if below such accuracy limit, the deposit will be retained by the district as a service charge for conducting the test.

23.0 ADJUSTMENT OF BILLS FOR METER ERROR

In meter tests made by the District, the accuracy of registration of the meter and its performance in service shall be judged by its average error. The average meter error shall be considered to be the average of the errors at the test rate flows.

24.0 FAST METERS

Whenever a meter tested is found to register fast, in excess of the tolerance provided in the Meter Accuracy Requirements provision herein, the District shall refund to the Customer the amount billed in error for one-half the period since the last test, said one-half period not to exceed six (6) months unless it can be shown that the error was due to some cause, the date of which can be fixed. The overcharge shall be computed back to but not beyond such date. The refund shall not include any part of any minimum charge.

25.0 METER ACCURACY REQUIREMENTS

All meters used for measuring quantity of irrigation water delivered to a Customer shall be in good mechanical condition and shall be adequate in size and design for the type of service which they measure. Before being installed for the use of any Customer, every irrigation water meter, whether new, repaired, or removed from service for any cause, shall register with 98.5% to 101.5% accuracy within normal flows.

26.0 QUALITY OF WATER

The District does not in any way represent that the quality of the irrigation water meets state drinking water standards or is suitable for use as construction water. IRRIGATION WATER IS TO BE USED FOR LANDSCAPE IRRIGATION PURPOSES ONLY. All lines must be underground, and no hose bibs will be allowed on the Customer's irrigation system. The customer is responsible for designing their irrigation

system to take into account the quality of the water. This would include possible strainers on the irrigation heads to account for sand, grit or silt particles, which may be in the irrigation delivery system from time to time. The district is not responsible for discoloration, spotting or rusting of Customer's property. The Customer should design and install his/her irrigation system to avoid spray onto homes, driveways, walks, automobiles, or other property. THE DISTRICT RESERVES THE RIGHT TO UTILIZE RECLAIMED WATER AS A SOURCE OF IRRIGATION WATER.

27.0 MISCELLANEOUS CHARGES AND REIMBURSEMENTS

The Customer shall reimburse the District for all extra expenses incurred by the District and whenever the Customer has violated the terms of the Application for Service or the District's Rules and Regulations. Charges for services are included on the Schedule of Irrigation Rates, Miscellaneous Service Charges, and Billing Information.

28.0 WATERING RESTRICTIONS

The District has established a level of service for the irrigation system to ensure that the consumptive needs of turf grass and landscape plants are met. This established level of service is based on the irrigation needs of plants and watering restrictions periodically imposed by the South Florida Water Management District (SFWMD) and Collier County.

For all irrigation service areas, the District's irrigation system is designed to apply 1.5 inches per week (gross) during a 2-day per week, 8-hour per day irrigation period for any one Customer. This is essentially 4 total days or 32 total hours of irrigation.

All Customers are expected to comply with the watering restrictions established by the District, SFWMD, and Collier County. Failure to comply with the restrictions may subject the Customer to discontinuance of irrigation water service.

AVE MARIA STEWARDSHIP COMMUNITY DISTRICT
SCHEDULE OF IRRIGATION RATES, MISCELLANEOUS SERVICE CHARGES, AND BILLING
INFORMATION

Initial Connection Fee:

| | |
|---------------------------|-------------|
| Single Family Residential | Actual Cost |
| General Service | Actual Cost |

Monthly Base Facility Charge: See Current AMSCD FEE SCHEDULE

Monthly Volume Charge (per 1,000 gallons): See Current AMSCD FEE SCHEDULE

Late Fee Charge: 5.0% of monthly total due

Returned Check Charge (Not Sufficient Funds)¹: \$30.00

Reconnection Charge: \$51.50 each

Reconnection Charge (if after 5:00 PM or on weekends): \$154.50 each

Transfer of Service Charge: \$10.00 each

Service Problem Identification Charge²: \$53.02 each

Service Problem Identification Charge (if after 5:00 PM or on weekends)²: \$154.50 each

Terms of Payment: Payments are due and payable when rendered and become delinquent if not paid within twenty (20) days. After a minimum of five (5) days written notice, service may be discontinued.

Notes:

1. Charged only if service is billed separately from Ave Maria Utility Company, LLLP's water and wastewater service bill.
2. Charged only if service problem is NOT the fault of the District.

A COMPLETE COPY OF THE RULES AND REGULATIONS MAY BE REVIEWED AT THE OFFICES OF:

Ave Maria Utility Company, LLLP
5078 Pope John Paul II Boulevard, Suite 202
Ave Maria, Florida 34142

AVE MARIA STEWARDSHIP COMMUNITY DISTRICT
WATER CONSERVATION POLICY

It is the policy of the District to conserve our water resources, not only in the drier months, but also throughout the year. Even though the water being delivered to the Customer is not of potable quality, it is important that all Customers do their part in protecting the water resources in this area. The restrictive covenants prohibit individual private wells within the development; therefore, all irrigation water users must cooperate in conserving water for current and future users of the Community.

In implementing its water conservation program, the District has adopted the following as part of its water conservation policy:

1. The Customer should make sure his lawn is not being over watered. Over watering is not good for water conservation or for the lawn and shrubs.
2. The Customer should make sure that his planting beds have an adequate supply of mulch which helps retain moisture.
3. Natural vegetation should be used in the landscape plan wherever possible. Native plants require less water. Natural areas, which have been preserved, should not be irrigated.
4. The Customer is encouraged to utilize xeriscape practices. Xeriscape is an excellent way to have a beautiful landscape that saves between 30% and 80% of the water used to irrigate a traditional landscape.

Water shortage generally occurs in Southwest Florida during the spring months, when the evaporation is high and rainfall is low. Water shortage can also occur, however, throughout an entire year, particularly if summer rains are below normal. The District and the Customers are required to comply with any irrigation water restriction requirements imposed by the South Florida Water Management District ("SFWMD") and Collier County.

The District reserves the right to enforce this Water Conservation Policy and SFWMD water shortage restrictions. Enforcement action may include fines or penalties, implementing of the graduated water consumption rates, and in extreme cases, temporary discontinuance of the irrigation water service, due to the Customer's violation of this policy, will require the normal reconnect fee to reinstate service. The District will not be liable for any claims of damage to landscaping in implementing this Water Conservation Policy, or in implementing the SFWMD and Collier County water shortage restriction requirements.