



**IRRIGATION WATER RULES AND REGULATIONS**

**RESOURCE CONSERVATION SYSTEMS, LLC**

**9990 COCONUT RD, SUITE 102**

**BONITA SPRINGS, FLORIDA 34135**

**(239) 495-5805**

Effective March 1, 2022

RESOURCE CONSERVATION SYSTEMS

IRRIGATION WATER RULES AND REGULATIONS

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1.0 TECHNICAL TERMS AND ABBREVIATIONS

"ACCOUNT SET-UP FEE" - are one-time charges to set-up your account and begin service.

CLASSIFICATIONS

"COMMERCIAL" -for irrigation service to commercial properties, including rights-of-way, common areas and parking lots.

"LARGE ESTATE RESIDENTIAL SERVICE" (LERS) - for irrigation service to custom, estate sized single family individually metered residential units. Lot sizes 35,000 SF and up. One unit equals 1.5 Equivalent Residential Connection (ERC).

"ESTATE RESIDENTIAL SERVICE" (ERS) - for irrigation service to custom, estate sized single family individually metered residential units. Lot sizes 17,000 SF to 34,999 SF. One unit equals one Equivalent Residential Connection (ERC).

"STANDARD RESIDENTIAL SERVICES" (SRS) - for irrigation service to standard residential single family individually metered residential units. Lot sizes 9,000 SF to 16,999 SF. One unit equals 0.84 Equivalent Residential Connection (ERC).

"CLUSTER RESIDENTIAL" (CRS) - for irrigation service to individually metered and master metered patio homes, cluster single family and duplex units. Typically, these units would be individually metered for potable water and sanitary sewer service. Lot sizes less than 9,000 SF. One unit equals 0.60 Equivalent Residential Connection (ERC).

"MULTI-RESIDENTIAL SERVICE" - for irrigation service to all master-metered multifamily residential customers including condominiums and apartments. One unit equals 0.22 Equivalent Residential Connection (ERC).

"MULTI-RESIDENTIAL SERVICE" (HRS)12 units per irrigated acre) - for irrigation service to all master-metered high rise residential customers. One unit equals 0.11 Equivalent Residential Connection (ERC).

"PROPERTY OWNERS ASSOCIATION" (POA) - for irrigation service to all individually metered common properties maintained by Property Owner's Associations, with no dwelling units involved. Equivalent unit is based on 1 ERC.

"GOLF COURSE BULK SERVICE" - for golf course bulk irrigation service.

"COMPANY" - Resource Conservation Systems, LLC

"CONSUMER" - Any person, firm, association, corporation, governmental agency or similar organization supplied with irrigation water service by the Company, including but not limited to the above-defined classifications.

"CUSTOMER" - Means the person, firm, or corporation who has entered into an agreement to receive irrigation water service from the Company and who is liable for the payment of that irrigation water service, including but not limited to the above-defined classifications.

"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.

"MAIN" - Shall refer 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 Company's pipes or meters are connected with pipes of the customer.

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

"RECLAIMED WATER" - Water that is highly treated wastewater effluent from the Bonita Springs Wastewater Reclamation Facilities.

Certified plant staff continuously monitors the water quality to insure the effluent meets or exceeds the stringent Florida Department of Environmental Protection standards.

**DO NOT** drink

**DO NOT** have hose connections on the irrigation system

**DO NOT** fill swimming pools, hot tubs, wading pools, etc.

**DO NOT** use for recreational activities such as squirt guns, water slides, etc

"RESIDENTIAL SERVICE" - service provided to the following classifications: Large Estate Residential; Estate Residential; Standard Residential; Cluster Residential; Multi-Residential; and Multi-Residential (HRS>12).

"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 Company to furnish irrigation water service to the customer.

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

- 2.0 GENERAL INFORMATION - The Company's Rules and Regulations, insofar as they are inconsistent with any Statute, Law or Ordinance, shall be null and void. These Rules and Regulations are a part of the rate schedules, applications and contracts of the Company, and in the absence of specific written agreement to the contrary, they apply without modifications or change to each and every customer to whom the Company 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 SIGNED APPLICATION NECESSARY - Irrigation water service is furnished only upon signed application or Agreement accepted by the Company and the conditions of such application or agreements are binding upon the customer as well as upon the Company. A copy of the application for irrigation water service and the Bulk Water Irrigation Agreement is included herein.

Payment of all fees and charges, including meter charges, Contribution in Aid of New Construction Fee, account set-up charge and deposit will be required with the application. 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, and others, shall be rendered only by duly authorized parties. When irrigation water service is rendered under agreement, or agreements, entered into between the Company 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 Company and under which such irrigation water service is rendered.

- 5.0 WITHHOLDING SERVICE - The Company 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 Company 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 WATER USE RESTRICTIONS/COMPLIANCE - The Company reserves the right to limit or curtail the flow of irrigation water to all customers if necessary in order to comply with limits in any water use permit or to comply with restrictions on water use which may be imposed on the Company or customers by the South Florida Water Management District, Lee County, Collier



County, City of Bonita Springs or any other entity or agency having the authority to impose such limits or restrictions. In the event any water use restrictions or limits are imposed by such agency or entity, all customers shall comply with the restrictions as imposed by such agency or entity, all customers shall comply with the restrictions as imposed for the duration of the restricted period. Should the Company determine that a customer is not complying with any restriction or limit, the Company may, without prior notice, disconnect or restrict service to the customer for non-compliance with the restrictions or limits. If service is disconnected for violation of any restrictions, a reconnect fee will be required before service is restored. During any period of water use restriction, whether required to comply with permit limits or restrictions, the Company will endeavor to provide irrigation water to all customers to the extent possible and reserves the right to reduce service to some, or all, customers to enable the Company to comply with any permit requirement.

If the Company is fined for violation of any permit use limit or restriction as a result of usage by one or more customers, the pro rata amount of the fine shall be added to the customers bill and shall be due and payable by the customer. Failure to pay the amounts so included shall be a basis for discontinuance of service.

The Company shall not be liable in any manner for any claims for damage to a landscaping as a result of restriction or discontinuing service to a customer as a result of agency directed usage restrictions or as a result of limitations on service to customers as described herein.

- 7.0 LIMITATION OF USE - Irrigation water service purchased from the Company shall be used by the customer only for the purposes specified in the application for irrigation water service and the customer shall not sell or otherwise dispose of such irrigation water service supplied by the Company. Irrigation water service furnished to the customer shall be rendered directly to the customer through Company's individual meter and may not be remetered 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 remetering said irrigation water service. In no case shall a customer, except with the written consent of the Company, extend his 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 him. In case of such unauthorized extension, remetering, sale or disposition of service, customer's irrigation water service is subject to discontinuance until such unauthorized extension, remetering, 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 Company for all extra expenses incurred for clerical work, testing, and inspections.

8.0 CONTINUITY OF SERVICE - The Company will 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 Company 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.

9.0 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 Company, and in full compliance with all Laws and Governmental Regulations applicable to same. The Company 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 Company reserves the right to discontinue or withhold irrigation water service to such apparatus or device.

10.0 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 Company shall be made without written consent of the Company. The customer will be liable for any change resulting from a violation of this rule.

11.0 INSPECTION OF CUSTOMER'S INSTALLATION - All customer's irrigation water service installations or changes shall be inspected upon completion by competent authority 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. Where municipal or other governmental inspection is required by local rules or ordinances, the Company cannot render irrigation water service until such inspection has been made and a formal notice of approval from the inspecting authority has been received by the Company.

The Company 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.

12.0 PROTECTION OF COMPANY'S PROPERTY - The customer shall exercise reasonable diligence to protect the Company's property on the customer's premises, and shall knowingly permit no one but the Company's agents, or persons authorized by law, to have access to the Company's pipes and apparatus.

In the event of any loss, or damage to property of the Company caused by or arising out of the carelessness, neglect or misuse by the customer, the cost of making good such loss or repairing such damage shall be paid by the customer.

13.0 ACCESS TO PREMISES - The duly authorized agents of the Company shall have access at all reasonable hours to the premises of the customer for the purpose of installing, maintaining and inspecting or removing the Company's property, reading meters and other purposes incident to performance under or termination of the Company's agreement with the customer and in such performance shall not be liable for trespass. Failure to allow the company access to the site for maintenance, inspection or removal of the Company's

property, or reading meters or other purposes incident to performance under or termination of the Company's agreement with the customer may result in the imposition of a penalty of \$100.00 per day until the violation is resolved. Company may remove and/or trim landscape as necessary in the meter easement for the purposes of meter reading.

- 14.0 RIGHT OF WAY OR EASEMENTS - The customer shall grant or cause to be granted to the Company and without cost to the Company all rights, easements, permits, and privileges which are necessary for the rendering of irrigation water service.
- 15.0 BILLING PERIODS - Bills for irrigation water service will be rendered monthly, but may occur bi-monthly at the discretion of the Company. 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 obligation of customer with respect to payment thereof.

- 16.0 DELINQUENT BILLS - Bills are due when rendered, and if not paid within twenty (20) days thereafter become delinquent. Irrigation water service may then, after five (5) days written notice, be temporarily discontinued. Service will be resumed only upon payment of all past due bills and penalties, together with a reconnection charge of \$45.00, when performed during regular working hours. After regular working hours, the reconnection charge will be \$55.00. There shall be no liability of any kind against the Company for failure of the consumer to pay the bills on time. Additionally, the Company shall charge Wall Street Journal prime interest and penalties on any unpaid balances, and may place a lien on the property, or bring other legal action.

No partial payment of any bill rendered will be accepted by the Company, except by agreement with Company.

Checks from foreign banks are accepted for payment; however, if the check does not have a nine (9) digit router number there is a bank processing fee that is passed through to the customer.

- 17.1 TERM OF SERVICE - RESIDENTIAL AND COMMERCIAL - When change of occupancy takes place on a property receiving residential or commercial service supplied by the Company, WRITTEN NOTICE thereof shall be given at the office of the Company not less than three (3) days prior to the date of the change by the outgoing residential or commercial customer, who will be held responsible for all irrigation water service used on such residential or commercial premises until such written notice is so received and the Company has had reasonable time to discontinue irrigation water service. However, if such written notice has not been received, the application of a succeeding residential or commercial 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 Company. Consumer's deposit may NOT be transferred from one name to another.

For the convenience of its customers, the Company will accept telephone orders to transfer residential irrigation water service and will use all reasonable diligence in the execution thereof. However, oral orders or advice shall not be deemed binding or considered formal notification to the Company.

- 17.2 TERM OF SERVICE - GOLF COURSE AND PROPERTY OWNERS' ASSOCIATIONS - Golf Course Bulk Irrigation and Property Owners' Association Service is authorized for a term of 30 years or a lesser negotiated term with an automatic 10 year renewal unless terminated in writing by both parties. A Bulk Water Irrigation Agreement shall be signed by the Golf Course or Property Owners' Association and shall be binding upon and inure to the benefit of any respective successors and assigns of the Golf Course or Property Owners' Association. A Golf Course or Property Owners' Association may assign its rights, duties and obligations following 60 days written notice to the Company, and acceptance in writing of all such rights, duties and obligations by the transferee or assignee.

- 18.0 UNAUTHORIZED CONNECTIONS - Connections to the Company's irrigation water system for any purpose whatsoever are to be made only by employees of the Company. 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 Company to have been used by reason of such unauthorized connection.

- 19.0 METERS - All irrigation water meters shall be furnished by and remain the property of the Company and shall be accessible and subject to its control. The customer shall provide meter space to the Company at a suitable and readily accessible location and when the Company considers it advisable, within the premises to be served, adequate and proper space for the installation of meters and other similar devices. Failure to allow access to the site for maintenance, inspection or removal, or meter reading, or failure to report water usage to the Company may result in the imposition of a penalty of \$100.00 per day until the violation is remedied.
- 20.0 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 by-pass the meter or metering equipment.
- 21.0 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.
- 22.0 CUSTOMER DEPOSIT - ESTABLISHMENT OF CREDIT - Before rendering service, the Company requires an applicant for service to satisfactorily establish credit, but such establishment of credit shall not relieve the customer from complying with the Company'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. (C) The applicant for service furnishes an irrevocable

letter of credit from a bank or a surety bond. The amount of initial deposit shall be the following:

Builder (ERS, SRS, GS):	\$300.00 per unit
Residential (ERS and SRS):	\$60.00 per unit
Cluster Residential (CRS):	\$20.00 per unit
Multi-Residential (MRS):	\$20.00 per unit
General Service (GS):	\$60.00 per equivalent unit

The Deposit (with no interest to be paid) will be returned at the end of a 2 year period after customer has established credit and has paid bills on time for the entire 2 year period.

The Company may require, upon reasonable written notice of not less than 10 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 three (3) 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 utility shall base its new or additional deposit upon the average actual monthly billing available times three (3).

- 23.0 REQUEST FOR METER TEST/DOWNLOAD BY CUSTOMER - Should any customer request in writing a bench test of his irrigation water meter, the Company 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>
1"	\$55.00
1 ½", 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 Company as a service charge for conducting the test.

24.0 ADJUSTMENT OF BILLS FOR METER ERROR - In meter tests made by the Company, 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.

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 Company 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. The overcharge shall be computed back to but not beyond such date. The refund shall not include any part of the base service charge and shall not have an interest component.

**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 new irrigation meter will be certified from the factory to meet AWWA accuracy standards. The AWWA standard C708-05 for cold-water meters (i.e., multi-jet type) specifies at the normal test flow limits the meter shall register not less than 98.5% and not more than 101.5% of the water that actually passes through. The meter test measures the accuracy at high flow, intermediate flow and low flow with and the arithmetic average of the three resultant tests compared to the AWWA Standard.

25.0 Quality of Water - The Company 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. THE 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 his 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, silt particles, and biological matter, which may be in the irrigation delivery system from



time to time. The Company 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 Company highly recommends installation of secondary filter. **THE COMPANY RESERVES THE RIGHT TO UTILIZE TREATED WASTEWATER EFFLUENT (RECLAIMED WATER) AS A SOURCE OF IRRIGATION WATER.**

26.0 Miscellaneous Charges and Reimbursements - The Customer shall reimburse the Company for all extra expenses incurred by the Utility and whenever the Customer has violated the terms of the Application for Service of the Company's Rules and Regulations. A schedule of charges for services is as follows:

To return insufficient checks or collect funds for bad checks - \$20.00 each

To pass on the bank fee to process checks from other countries that do not have a nine (9) digit router number - pass through charge.

Service calls, if the reason for call is found to be no fault of Company - 79.00 each.

Reconnect charge - during regular working hours - \$45.00 each

Reconnect charge - after regular working hours - \$55.00 each

Account set up charge/transfer - \$35.00

Account Late FEE - \$10.00

In the event of damage to the Company's facilities, where it is determined by the Company that the damage was caused by a Customer, the Customer will be billed for the actual cost for repair or damage.

EFFECTIVE: 1/01/14

RESOURCE CONSERVATION SYSTEMS

INDEX OF RATE SCHEDULES

Commercial

Residential Service - Large Estate S.F. - LERS

Residential Service - Estate S.F. - ERS

Residential Services - Standard S.F. - SRS

Cluster Residential Service, CRS

Multi-residential Service, MRS

Multi-residential (High Rises) Service, MRS

Property Owners Association, POA

Golf Course Bulk Service

COMMERCIAL

SCHEDULE OF IRRIGATION RATES AND BILLING INFORMATION

APPLICABILITY: For irrigation service to commercial properties, including rights-of-way, common areas and parking lots.

Contribution in Aid of Construction (CIAC) Fee and Meter Fee:

<u>Meter Size</u>	<u>Equiv.Unit</u>	<u>CIAC Fee</u>	<u>Meter Fee</u>	<u>Deposit</u>
1"	1.45	\$4,020.00	\$300.00	\$100.00
1½"	2.28	12,061.00	600.00	295.00
2"	7.24	24,117.00	700.00	590.00
3"	*	Negotiated	Negotiated	
4"	*	Negotiated	Negotiated	
6"	*	Negotiated	Negotiated	

\* Based on engineering estimate of flows      ERC = 1,100 GPD

Monthly Rate (Single Meter Users):

\$21.78 per month per ERC base service charge

\$1.35 per 1,000 gals. for all water up to 45,000 gals/month/ERC

\$2.02 per 1,000 gals. for all water usage above 45,000 gals/month/ERC

Account Set-Up and Transfer Charge: \$35.00

Terms of Payment:

Water meters will be read at the end of each month, and bills will be mailed out by the 10th of each month. Bills are due and payable when rendered and become delinquent if not paid within twenty (20) days. After five (5) days written notice, service may be discontinued.

Make Checks Payable to:

Resource Conservation Systems  
 9990 Coconut Road, Suite #102  
 Bonita Springs, FL 34135  
 Telephone: (239) 495-5805

NOTE: A COMPLETE COPY OF THE RULES AND REGULATIONS MAY BE REVIEWED AT THE OFFICES OF RESOURCE CONSERVATION SYSTEMS.

EFFECTIVE: 1/01/21

LARGE ESTATE RESIDENTIAL SERVICE (LERS)

SCHEDULE OF IRRIGATION RATES AND BILLING INFORMATION

APPLICABILITY: For irrigation service to custom, estate sized single family individually metered residential units. Lot sizes 35,000 SF and up. One unit equals 1.88 Equivalent Residential Connection (ERC).

Contribution in Aid of Construction (CIAC) Fee: \$3,677.00 per unit

Meter Fee:

1" meter	\$300.00
1½" meter	600.00
2" meter	700.00

Monthly Rate:

\$40.95 per month base service charge  
1.35 per 1,000 gallons for all water up to 84,600 gals/mo/unit  
2.02 per 1,000 gallons for all water usage above 84,600 gals/mo/unit

Deposit: \$60.00 per unit (Permanent Resident)  
\$300.00 per unit (Builder)

Account Set-Up or Transfer Charge: \$35.00

Terms of Payment: Water meters will be read at the end of each month, and bills will be mailed out by the 10th of each month. Bills are due and payable when rendered and become delinquent if not paid within twenty (20) days. After five (5) days written notice, service may be discontinued.

Make Checks Payable to:

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EFFECTIVE: 1/01/21

ESTATE RESIDENTIAL SERVICE (ERS)

SCHEDULE OF IRRIGATION RATES AND BILLING INFORMATION

APPLICABILITY: For irrigation service to custom, estate sized single family individually metered residential units. Lot sizes 17,000 SF to 34,999 SF. One unit equals one Equivalent Residential Connection (ERC).

Contribution in Aid of Construction (CIAC) Fee: \$2,451.00 per unit

Meter Fee:

1" meter	\$300.00
1½" meter	600.00
2" meter	700.00

Monthly Rate:

\$21.78 per month base service charge  
\$1.35 per 1,000 gallons for all water up to 45,000 gals/mo/unit  
\$2.02 per 1,000 gallons for all water usage above 45,000 gals/mo/unit

Deposit: \$60.00 per unit (Permanent Resident)  
\$300.00 per unit (Builder)

Account Set-Up or Transfer Charge: \$35.00

Terms of Payment: Water meters will be read at the end of each month, and bills will be mailed out by the 10th of each month. Bills are due and payable when rendered and become delinquent if not paid within twenty (20) days. After five (5) days written notice, service may be discontinued.

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EFFECTIVE: 1/01/21

STANDARD RESIDENTIAL SERVICES (SRS)

SCHEDULE OF IRRIGATION RATES AND BILLING INFORMATION

APPLICABILITY: For irrigation service to standard residential single family individually metered residential units. Lot sizes 9,000 SF to 16,999 SF. One unit equals 0.41 Equivalent Residential Connection (ERC).

Contribution in Aid of Construction (CIAC) Fee: \$2,061.00 per unit

Meter Fee:

1" meter	\$300.00
1½" meter	600.00
2" meter	700.00
3" meter	Negotiated

Monthly Rate:

\$8.93 per month base service charge  
\$1.35 per 1,000 gallons for all water up to 18,500 gals/mo/unit  
\$2.02 per 1,000 gallons for all water usage above 18,500 gals/mo/unit

Deposit: \$60.00 per unit (Permanent Resident)  
\$300.00 per unit (Builder)

Account Set-Up or Transfer Charge: \$35.00

Terms of Payment: Water meters will be read at the end of each month, and bills will be mailed out by the 10th of each month. Bills are due and payable when rendered and become delinquent if not paid within twenty (20) days. After five (5) days written notice, service may be discontinued.

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EFFECTIVE: 1/01/21

CLUSTER RESIDENTIAL (CRS)

SCHEDULE OF IRRIGATION RATES AND BILLING INFORMATION

APPLICABILITY: For irrigation service to individually metered and master metered patio homes, cluster single family and duplex units. Typically, these units would be individually metered for potable water and sanitary sewer service. Lot sizes less than 9,000 S.F. One unit equals 0.34 Equivalent Residential Connection (ERC).

Contribution in Aid of Construction (CIAC) Fee: \$1,471.00 per unit

Meter Fee:

1" meter	\$300.00
1½" meter	600.00
2" meter	700.00
3" meter	Negotiated

Monthly Rate:

\$7.41 per month per unit base service charge  
\$1.35 per 1,000 gallons for all water up to 15,300 gals/mo/unit  
\$2.02 per 1,000 gallons for all water usage above 15,300 gals/mo/unit

Deposit: \$20.00 per unit (Master Meter)  
\$60.00 per unit (Single Meter)

Account Set-Up or Transfer Charge: \$35.00

Terms of Payment: Water meters will be read at the end of each month, and bills will be mailed out by the 10th of each month. Bills are due and payable when rendered and become delinquent if not paid within twenty (20) days. After five (5) days written notice, service may be discontinued.

Make Checks Payable to:

Resource Conservation Systems  
9990 Coconut Road, Suite #102  
Bonita Springs, FL 34135  
Telephone: (239) 495-5805

NOTE: A COMPLETE COPY OF THE RULES AND REGULATIONS MAY BE REVIEWED AT THE OFFICES OF RESOURCE CONSERVATION SYSTEMS.

EFFECTIVE: 1/01/21

MULTI-RESIDENTIAL SERVICE <12Units

SCHEDULE OF IRRIGATION RATES AND BILLING INFORMATION

APPLICABILITY: For irrigation service to all master-metered multifamily residential customers including condominiums and apartments. One unit equals 0.14 Equivalent Residential Connection (ERC).

Contribution in Aid of Construction (CIAC) Fee: \$538.00 per unit

Meter Fee:

1" meter	\$300.00
1½" meter	600.00
2" meter	700.00
3" meter	Negotiated
4" meter	Negotiated

Monthly Rate:

\$3.05 per month base service charge per unit  
\$1.35 per 1,000 gallons for all water up to 6,300 gals/mo./unit  
\$2.02 per 1,000 gallons for all water usage above 6,300 gals/mo./unit

Deposit: \$20.00 per unit

Account Set-Up or Transfer Charge: \$35.00

Terms of Payment: Water meters will be read at the end of each month, and bills will be mailed out by the 10th of each month. Bills are due and payable when rendered and become delinquent if not paid within twenty (20) days. After five (5) days written notice, service may be discontinued.

Make Checks Payable to:

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9990 Coconut Road, Suite #102  
Bonita Springs, Florida 34135  
Telephone: (239) 495-5805

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EFFECTIVE: 1/01/21



MULTI-RESIDENTIAL SERVICE (HRS>12 units per irrigated acre)

SCHEDULE OF IRRIGATION RATES AND BILLING INFORMATION

APPLICABILITY: For irrigation service to all master-metered High rise residential customers. One unit equals 0.06 Equivalent Residential Connection (ERC).

Contribution in Aid of Constructions (CIAC) Fee: \$269.00 per unit

Meter Fee:

1" meter	\$300.00
1 ½ " meter	600.00
2" meter	700.00
3" meter	Negotiated
4" meter	Negotiated

Monthly Rate:

\$1.31 per month base service charge per unit  
\$1.35 per 1,000 gallons for all water up to 2,700 gals/mo./unit  
\$2.02 per 1,000 gallons for all water usage above 2,700 gals/mo./unit

Deposit: \$ 10.00 per unit

Account Set-Up or Transfer Charge: \$35.00

Terms of Payment: Water meters will be read at the end of each month, and bills will be mailed out by the 10<sup>th</sup> of each month. Bills are due and payable when rendered and become delinquent if not paid within twenty (20) days. After five (5) days written notice, service may be discontinued.

Make Checks Payable to:

Resource Conservation Systems  
9990 Coconut Road, Suite #102  
Bonita Springs, FL 34135  
Telephone: (239) 495-5805

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EFFECTIVE: 1/01/21

PROPERTY OWNERS ASSOCIATION (POA)

SCHEDULE OF IRRIGATION RATES AND BILLING INFORMATION

APPLICABILITY: For irrigation service to all individually metered common properties maintained by Property Owner's Associations, with no dwelling units involved. Equivalent unit is based on 1 ERC.

CIAC and Meter Fee:

<u>Meter Size</u>	<u>Equiv. Unit(ERC)</u>	<u>CIAC Fee</u>	<u>Meter Fee</u>	<u>Deposit</u>
1" meter	0.39	\$ 1,716.00	\$300.00	\$40.00
1½" meter	2.24	5,148.00	600.00	125.00
2" meter	5.54	10,296.00	700.00	250.00
3" meter	8.31	15,444.00	Negotiated	Negotiated

Monthly Rate:

\$21.78 per month base service charge per ERC  
 \$1.35 per 1,000 gallons for all water up to 45,000 gals/month/ERC  
 \$2.02 per 1,000 gallons for all water usage above 45,000  
 gals/month/ERC. (Multiple meters will be averaged to  
 calculate excess usage).

Account Set up or Transfer Charge: \$35.00

Terms of Payment: Water meters will be read at the end of each month, and bills will be mailed out by the 10th of each month. Bills are due and payable when rendered and become delinquent if not paid within twenty (20) days. After five (5) days written notice, service may be discontinued.

Make Checks Payable to:

Resource Conservation Systems  
 9990 Coconut Road, Suite #102  
 Bonita Springs, FL 34135  
 Telephone: (239) 495-5805

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EFFECTIVE: 1/01/21

GOLF COURSE BULK SERVICE

SCHEDULE OF IRRIGATION RATES AND BILLING INFORMATION

APPLICABILITY: For Golf Course bulk irrigation service.

Meter Fee:

Negotiated/Contracted

Monthly Rate:

Terms of Payment: Water meters will be read at the end of each month, and bills will be mailed out by the 10th of each month. Bills are due and payable when rendered and become delinquent if not paid within twenty (20) days. After five (5) days written notice, service may be discontinued.

Make Checks Payable to:

Resource Conservation Systems  
9990 Coconut Road, Suite #102  
Bonita Springs, FL 34135  
Telephone: (239) 495-5805

NOTE: A COMPLETE COPY OF THE RULES AND REGULATIONS MAY BE REVIEWED AT THE OFFICES OF RESOURCE CONSERVATION SYSTEMS.

EFFECTIVE: 1/01/21

RESOURCE CONSERVATION SYSTEMS

INDEX OF STANDARD FORMS

Bulk Water Irrigation Agreement

**BULK IRRIGATION WATER AGREEMENT**

THIS AGREEMENT is made and entered into as of this  
 \_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, by and between  
 Resource Conservation Systems, LLC, a Florida limited liability  
 company, whose address is 9990 Coconut Rd, Suite 102, Bonita  
 Springs, Florida 34135 (hereinafter "RCS") and  
 \_\_\_\_\_, a \_\_\_\_\_,  
 whose \_\_\_\_\_ address is  
 \_\_\_\_\_ (hereinafter "  
 \_\_\_\_\_").

WHEREAS, Customer owns golf courses within the development  
 known \_\_\_\_\_ as  
 \_\_\_\_\_ and is responsible for  
 providing irrigation of the golf course and golf course  
 properties; and ,

WHEREAS, Customer and RCS are desirous of entering into an  
 agreement for the continued provision of bulk water to be used  
 for irrigation purposes; and,

WHEREAS, Customer recognizes and agrees to abide by all  
 existing RCS Rules and Regulations and any amendments thereto by  
 the signing of this Agreement. Rules and Regulations are

available upon request. A current copy of the RCS Rules and Regulations is available upon written request from RCS.

WHEREAS, RCS provides bulk irrigation water to \_\_\_\_\_ and,

WHEREAS, RCS has the required Florida Department of Environmental (FDEP) and South Florida Water Management District (SFWMD) permits allowing it to utilize a combination of reclaimed water and supplemental ground water for a public access landscape irrigation system; and,

WHEREAS, RCS has the necessary easements permitting the placement of a delivery system for use in providing bulk irrigation water; and,

WHEREAS, RCS is exempt from current SFWMD 12-month irrigation rules wherein reclaimed water is used for irrigation purposes;

WHEREAS, RCS has an exclusive 30-year rolling contract with Bonita Springs Utilities (BSU) for all the reclaimed water treated at the BSU Wastewater Reclamation Facilities that has a design capacity of eleven (11) million gallons per day; and

WHEREAS, Customer desires to obtain irrigation water from RCS and take advantage of benefits derived from RCS's permits.

NOW, THEREFORE in consideration of the payment of ten dollars (\$10.00) and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. RCS hereby agrees to provide bulk water for irrigation to Customer at a point of delivery established as described herein. RCS will maintain sufficient amounts of water to provide Customer with adequate supplies of water, however, Customer acknowledges that due to reasons beyond the control of RCS, there may be occasions when RCS will not always be able to meet the desired demand for water. Such occasions include but are not limited to, SFWMD water restrictions during a declared drought causing a reduction in available supplies, power failures, unexpected equipment failures, BSU Operation and Maintenance failures and emergencies, reclaimed water non-compliance, line breaks (i.e., unplanned system failures) and similar acts beyond the control of RCS which may deter RCS's ability to maintain sufficient amounts of water.

2. RCS 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. The irrigation water is to be used for landscape irrigation purposes only. RCS is not responsible for discoloration, spotting or

rusting of Customer's property nor is RCS responsible for any damage that may be caused to any property as a result of Customers' use of water supplied by RCS for irrigation. It shall be the Customers' responsibility to design and install the golf course irrigation system to avoid spray onto homes, driveways, walks, automobiles, or other property and Customer shall solely be responsible for any damages to any property caused by the irrigation.

3. Customer hereby agrees to accept bulk water for irrigation at a point as described herein.

4. RCS will install, operate and maintain production, operational storage (i.e. lakes/ponds owned by RCS), provide wet weather storage, and transmission facilities to deliver bulk water for irrigation to Customer. The Customer shall be responsible for installing and maintaining all facilities necessary for the irrigation system at the Customer's pump station. The irrigation system shall be installed and maintained to be consistent and compatible with the engineering specifications of the transmission facilities of RCS. Metering is provided by the customer at their pump station for billing and reporting purposes. On or about once per year RCS will verify the meter for accuracy and it is the Customer's responsibility to calibrate the meter in accordance with Water



District specified tolerances. Customer shall provide RCS 24-hour access to its golf pump station(s) located at:\_\_\_\_\_.

5. The point of delivery shall be located at a point adjacent to the property of Customer and shall be sited in a manner that is most economical and efficient to the facilities of RCS. Should Customer not agree to the point most efficient to RCS, then the point may be located at a different location as agreed to by the parties but the costs of such relocation shall be borne by the Customer.

6. Customer will provide such easements as are necessary for the establishment of the delivery point. Further, Customer shall permit RCS access to the point of delivery at any time for the purpose of maintenance, inspection or meter checking. RCS will continue to have access to the storage lake and the fill lake (if they are not one and the same), and nothing herein is intended nor shall it be construed as affecting any easement which RCS may have with respect to such facilities. Customer shall not have authority to impose any fees or restrictions on the use of such easements, however, RCS will be responsible for maintaining all facilities located in or on any such easement in

a manner which will not obstruct or interfere with the use of the property as a golf course.

7. RCS will obtain and maintain in force all permits, licenses and certificates as may be required from local, state and federal agencies for the purposes of drawing water from any source. This may include but is not limited to reclaimed water, ground water and surface water from adjacent lakes. Customer will not object to any application for a new or renewed permit which RCS may need nor will Customer apply for, endorse or support any other Bulk Irrigation Water Provider's application for a permit which would be required to draw water from any source in order to provide bulk water to Customer.

8. Except as agreed to herein, RCS shall provide bulk irrigation \_\_\_\_\_ water to \_\_\_\_\_ at rates, terms and conditions contained in RCS Rules and Regulations. The Bulk Rate is the same for all golf course customers. Customer agrees to pay for service as provided for in such Rules and Regulations and recognizes that such Rules and Regulations are subject to change. RCS shall bill the Customer on a monthly basis for the actual metered number of gallons of Irrigation Water provided to Customer by RCS. Payment shall be made to RCS within 30 days following receipt of the bill. RCS shall have

the right to discontinue service for nonpayment of charges, to charge interest and penalties on any unpaid balances, to place a lien on the property, and all other legal remedies allowed under the law.

9. Customer acknowledges that RCS utilizes treated effluent from Bonita Springs Utilities (BSU) East and West Reclamation Facilities for irrigation purposes. Customer shall comply with all applicable government regulations and requirements, including, but not limited to, Chapter 62-610, Florida Administrative Code, and all Regulatory Permits as such regulations and permits may be amended from time to time.

10. Customer acknowledges that RCS will conduct regular maintenance on its system from time to time and that water may be unavailable or available on a limited basis during these periods. RCS will try to provide at least five (5) days notice when routine maintenance will be performed.

11. This Agreement shall remain in effect for 30 years and shall renew automatically for 10 years unless terminated by both parties. During the term of this Agreement RCS shall have the exclusive authority to provide bulk water for irrigation to Customer. This Agreement may be terminated by RCS in accordance with its Rules and Regulations, for failure of Customer to

settle in full its indebtedness to RCS or for other violation of the Rules and Regulations.

12. This Agreement may not be amended or modified except upon written agreement of both parties, provided however, the Rules and Regulations of RCS may be modified from time to time without consent of the Customer.

13. In the event of material breach by either party of its duties and obligations hereunder, the non-defaulting party shall be entitled to exercise all remedies at law or in equity, including, but not limited to, specific performance, in order to enforce the terms and provisions of this Agreement and recover any damages resulting from the breach thereof

14. The parties agree that at any time after the execution hereof, they will, upon the request of the other party, execute and deliver such other documents and further assurances as may be reasonably required by such other party in order to carry out the intent of the Agreement.

15. The provisions of the Agreement shall at all times be subject to the exercise of lawful regulatory authority.

16. Until further written notice by either party, all notices provided for herein shall be in writing and transmitted by messenger or by certified mail, and shall be addressed as follows:

Customer: \_\_\_\_\_

RCS: RCS General Manager, 9990 Coconut Road, Suite 102,  
Bonita Springs, Florida 34135

All notices provided for herein shall be deemed to have been duly given upon the delivery thereof by hand to the appropriate address as evidenced by a signed receipt for same, or by the receipt of certified, return receipt, mail or by courier service receipt therefore, evidencing delivery of such notice.

17. RCS shall not be responsible for any damages or injuries not within the control of RCS such as Acts of God such as droughts, storm, earthquakes, and land subsidence, strikes, lockouts or other industrial disturbances, acts of public enemy, wars, blockades, riots, acts of armed forces, delays by carriers, inability to obtain materials or rights-of-way, acts of public authority, regulatory agencies, or courts, or any other cause, whether the same kind is enumerated herein, not within the control of Customer or RCS, and which by the exercise of due diligence, RCS is unable to overcome, which prevents the performance of all or any specific part of this Agreement, such acts shall excuse performance of said part of this Agreement until such force majeure is abated or overcome.

18. This Agreement, and any Grant of Easement executed hereunder, shall be binding upon and inure to the benefit of the

parties hereto and their respective successors and assigns. Either party shall have the right to assign its rights, duties and obligations hereunder, following 60 days written notice to the other party, and acceptance in writing of all such rights, duties and obligations by the transferee or assignee.

19. This BULK IRRIGATION WATER AGREEMENT, and any amendments thereto, shall be recorded in the Public Records of \_\_\_\_\_ County, Florida, for the sole purpose of placing all owners or occupants of properties in \_\_\_\_\_ on notice of these provisions to the same extent and with the same force and effect as if said owners and occupants had joined in the execution of the BULK IRRIGATION WATER AGREEMENT. The cost of recording said AGREEMENT, and any amendments hereto, shall be borne by \_\_\_\_\_. The acquisition or occupancy of any portion of the property connected to or to be connected to the said Irrigation System shall be deemed conclusive evidence of the fact that said owners or occupants have consented to, become bound by and accepted the BULK IRRIGATION WATER AGREEMENT.

20. A waiver of any breach of any provision of this Agreement shall not constitute or operate as a waiver of any other breach of such provision or of any other provisions, nor

shall any failure to enforce any provision hereof operate as a waiver of such provision or of any other provision.

21. This Agreement is entered into and is to be performed in the State of Florida. RCS and \_\_\_\_\_ agree that the law of the State of Florida shall govern the rights, obligations, duties and liabilities of the parties to this Agreement and shall govern the interpretation of this Agreement. For purposes of this section, venue shall be in the County of \_\_\_\_\_, Florida.

22. All parties to this Agreement have been represented by their respective counsel. The parties hereto acknowledge having read this Agreement and discussed the terms of this Agreement with their respective counsel, and that approval and execution of this Agreement has been made freely and voluntarily with full knowledge of its legal effect.

23. The invalidity of one or more of the phrases, sentences, clauses or Sections contained in this Agreement shall not affect the validity of the remaining portions of the Agreement so long as the material purposes of this Agreement can be determined and effectuated.

26. All of the terms, conditions, provisions, and representations contained in this Agreement shall survive and transcend the execution and termination of this Agreement.

WITNESSES:  
SYSTEMS, LLC

RESOURCE

CONSERVATION

Properties, Inc

By: Resource Conservation

\_\_\_\_\_  
Sign Name

Its: Managing Member

\_\_\_\_\_  
Type or Print Name

By: \_\_\_\_\_  
Printed Name

Its:

\_\_\_\_\_  
Sign Name

\_\_\_\_\_  
Type or Print Name

STATE OF FLORIDA )

COUNTY OF \_\_\_\_\_ )

Before me, the undersigned authority, this day personally appeared \_\_\_\_\_, well known to me to be the \_\_\_\_\_ of Resource Conservation Systems, LLC, a Florida corporation, and he acknowledged executing the foregoing instrument under authority duly vested in him by said corporation as such officer and for the uses and purposes therein expressed.

WITNESS my hand and official seal, this \_\_\_\_\_ day of \_\_\_\_\_, 20 .

\_\_\_\_\_  
Notary Public, State of Florida at

Large



Typed or printed name:

Commission expires:

WITNESSES:

CUSTOMER

\_\_\_\_\_  
\_\_\_\_\_  
By: \_\_\_\_\_

Sign Name

\_\_\_\_\_  
Type or Print Name

\_\_\_\_\_  
Sign Name

\_\_\_\_\_  
Type or Print Name

STATE OF FLORIDA )  
COUNTY OF \_\_\_\_\_ )

Before me, the undersigned authority, this day personally appeared \_\_\_\_\_, well known to me to be the \_\_\_\_\_ of \_\_\_\_\_ Corporation, and he acknowledged executing the foregoing instrument under authority duly vested in him by said corporation as such officer and for the uses and purposes therein expressed.

WITNESS my hand and official seal, this \_\_\_\_\_ day of \_\_\_\_\_, 20 .

Large

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Notary Public, State of Florida at

Typed or printed name:

Commission expires:

WATER MATTERS

Here is a list of Web Pages available.

[WWW.RCSIRRIGATION.COM](http://WWW.RCSIRRIGATION.COM)

[http://www.sfwmd.gov/curre/watshort/index\\_tips.html](http://www.sfwmd.gov/curre/watshort/index_tips.html)

<http://www.dep.state.fl.us/>

EFFECTIVE: 1/01/21

WATER CONSERVATION POLICY  
FOR  
RESOURCE CONSERVATION SYSTEMS

It is the policy of Resource Conservation Systems 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, Resource Conservation Systems 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. The South Florida Water Management District publication, "Water Use Restrictions-Phase 1" provides guidelines for watering and has been adopted as part of this policy.
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 landscape 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 evapo-transpiration is high and rainfall

is low. Water shortage can also occur, however, throughout an entire year, particularly if summer rains are below normal. Resource Conservation Systems and the Customers are required to comply with any water restriction requirements imposed by South Florida Water Management District and Lee County.

EFFECTIVE: 1/01/12

A copy of the SFWMD water shortage restrictions for landscaped areas is found at the South Florida Web Page [http://www.sfwmd.gov/curre/watshort/index\\_tips.html](http://www.sfwmd.gov/curre/watshort/index_tips.html) and other helpful water saving tips.

Resource Conservation Systems reserves the right to enforce these Water Conservation Policy and SFWMD water shortage restrictions to the Customer. Enforcement action may include fines or penalties, implementing of the graduated water consumption rates, and in extreme cases, temporary discontinuance of irrigation water services for non-compliance. Any 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 Company will not be liable for any claims of damage to landscaping in implementing this Water Conservation Policy, or in implementing the South Florida Water Management water shortage restriction requirements.

EFFECTIVE: 1/01/21