

Charles A Black Purchase Agreement

Approved 09-21-2016 by WRWSA

Approved 10-11-2016 by Citrus County

The following is a summary of key provisions of the CAB Purchase Agreement.

In case of any inconsistencies, the actual Agreement should be consulted.

Contract Section	Title	Responsible Party	Content	Key Dates
2	Term	Citrus County	10 year term, with option to renew 4 additional 10 year terms; County must notify WRWSA at least 6 months before renewal date if it does not want it to renew. County may also cancel at any time with 12 month notice.	10-11-2026 first 10-year term. 04-11-2026 last date for notification to not renew.
6	Limitation of Production	Citrus County	County must provide a schedule of requested deliveries by July 1st for the next contract year. Only necessary when changes to current schedule of deliveries are needed. If the new requested quantities will exceed FDEP or SWFWMD permitted quantities, the County must notify the WRWSA 2 years in advance.	07-01 of each year - deadline for requesting new quantities.
7	Right to Increase Annual Entitlement	Citrus County	County must notify WRWSA at least one year prior to the end of any contract year to request increased amount of the CAB permitted quantity. Only applicable if WRWSA is serving another entity from the CAB facilities.	
10	Water Rate			
10.1	Base Rate Charge		The initial base rate charge is \$0.1335 per 1,000 gallons	
10.2	Cost of Living Adjustment	WRWSA	WRWSA to obtain COLA from County and apply to the existing base rate. To take effect 10-1 of each year. WRWSA to notify County in writing of new rate.	10-01-2017 first COLA applied. Applied 10-01 of each subsequent year.
10.3	Monthly Water Payments	Citrus County	County to make monthly payment no later than 30 days subsequent to the billing month.	11-30-2016 first monthly payment due no later than this date for October 2016 pumpage; monthly thereafter.
10.4	Minimum Production Charge	WRWSA / Citrus County	WRWSA to determine if minimum production charge of \$224,000 has been achieved for the prior contract year. If minimum has not been reached, WRWSA will invoice the County for the remaining amount. County will make payment for this amount.	November 2017 WRWSA determines if minimum met for 2016-17 contract year; if not met, County invoiced and makes payment by 12-31-2017. Same process each year.

Contract Section	Title	Responsible Party	Content	Key Dates
11	Renewal and Replacement Reserve Funds	Citrus County	The County will request in writing prior authorization for use of the R&R funds, unless unanticipated events prevent such request. Only those capital items shown in Exhibit B are eligible.	As needed
11.1	Contributions to the R&R Fund	Citrus County	The County will make monthly deposits of \$15,000 to the R&R fund. Interest earnings will also be deposited monthly.	Monthly
11.2	Minimum Capital		Expenses of \$2,500 or less are not eligible for reimbursement from the R&R fund.	
11.3	Maximum R&R Fund	Citrus County	Once the R&R fund reaches \$3,000,000, no further contributions are necessary.	
11.4	Minimum R&R Fund Balance	Citrus County	If the R&R fund balance reaches \$3,000,000 and the County has ceased making contributions, the County must resume contributions when the balance falls to \$2,000,000.	
11.5	R&R Fund Reporting	Citrus County	The County will provide an annual report on contributions to and utilization of the R&R Reserve Fund, describing the date and amount of contributions to the Fund, interest earnings in the Fund; and the date, amount, and description of expenditures from the fund, including the purpose of the capital facility replacement, renewal or major repair.	This annual report is for the prior Contract Year and is to be provided by January 31st in the following Contract Year.

**Charles A. Black Wellfield
Water Supply Contract**

Payment Record

Contract Year 10/01/2016 – 09/30/2017

Production Period: From _____ (date)

Through _____ (date)

Total Production: _____ gallons

Rate: \$ 0.1335 per 1,000 gallons

Amount: \$ 0.00

Date Paid: _____

Check: # _____