

TOWN OF CANANDAIGUA
ADMINISTRATION & OPERATION AGREEMENT
FOR WATER SERVICES

- I. **INTRODUCTION**. This Agreement is entered into by and between the Canandaigua Consolidated Water District (hereinafter referred to as "CCWD") and the following water districts (hereinafter referred to as "water districts"):

McIntyre Road Water District (S.245B)

Canandaigua Bristol Water District (S.246A)

County Road 30 Water District (S.247B)

Hopkins Grimble Water District (S.248A)

Hickox Road Water District (S.248D)

Nott Road Water District, Ext#40 (S.249A)

County Road #32, Ext#41 (S.249B).

- II. **ADMINISTRATION**. CCWD shall provide any and all required administrative services to the water districts for all billing, finance, budget, management, planning, and accounting purposes. The water districts hereby authorize CCWD to provide said administrative services.
- III. **OPERATIONS**. CCWD shall manage and be responsible for all operations of the water districts, including the provision of water, maintenance and repair of the property and equipment of the water districts, and the administrative services described above. The water districts hereby authorize CCWD to provide said operational management.
- IV. **PERSONNEL**. CCWD shall use its personnel to conduct the administration, maintenance, repair, and operation of the water districts. CCWD shall be

paid for administration services as further described below. CCWD shall track the hours spent by its personnel on the any maintenance, or repair of any facility in the water districts and shall charge the water districts an hourly rate for said personnel as further described below.

V. COSTS.

A. Administrative Fees. In exchange for administrative services described above, CCWD shall charge the water districts 60% of the Operation and Maintenance fees collected by the water districts per year. The remaining 40% of the Operation and Maintenance fees collected by the water districts shall remain with each water district for future maintenance needs. The Budget Officer of the Town of Canandaigua shall cause to be collected the O&M rate for each district, and shall further be directed to transfer 60% of the collected O&M rate from the water districts to CCWD upon the enact of each fiscal budget.

B. Repairs and Maintenance Fees. CCWD shall charge the water districts the actual hourly rate paid to its employees for the hours CCWD's employees spend on repair, operations, and maintenance of the water districts.

VI. LIABILITY. CCWD assumes no liability for dangerous conditions existing prior to, caused, or created as a result of this Agreement. The water districts agree to indemnify and defend CCWD against any and all damages for work related to this Agreement.

VII. TERM OF AGREEMENT. The term of this Agreement shall be five (5) years,
unless terminated earlier by the Town Board commencing with the 2019
Town of Canandaigua Fiscal Budget.

WATER DISTRICTS:

McIntyre Road Water District (S.245B)
Canandaigua Bristol Water District (S.246A)
County Road 30 Water District (S.247B)
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Hickox Road Water District (S.248D)
Nott Road Water District, Ext#40 (S.249A)
County Road #32, Ext#41 (S.249B).

CANANDAIGUA CONSOLIDATED WATER DISTRICT (S.247)

Acting on behalf of the Canandaigua Consolidated Water District and the "Water Districts", the Town Board of the Town of Canandaigua, hereby authorizes this agreement dated August 20, 2018.

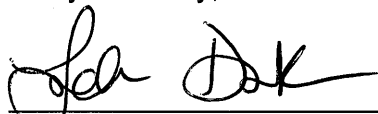
By:



Greg Westbrook, Town Supervisor

Kevin Reynolds, Town Board Member

Terry Fennelly, Town Board Member



Linda Dworaczyk, Town Board Member



Gary Davis, Town Board Member