

AFFILIATE AGREEMENT

AGREEMENT, effective the 1st day of August 2008 by and between Lakes Region Water Company, Inc. ("Water Company") and LRW Water Services, Inc ("Contractor");

WHEREAS, Contractor, from time to time, utilizes the employees and equipment of the Water Company for Contractor's own purposes;

WHEREAS, Water Company, from time to time, utilizes the employees and equipment of the Contractor for Water Company's own purposes;

WHEREAS, there is an economic benefit to be derived by the Water Company in sharing its personnel and equipment with Contractor;

WHEREAS, there is an economic benefit to be derived by the Contractor in sharing its personnel and equipment with the Water Company;

NOW, THEREFORE, in consideration of the mutual agreements herein contained,

1. Contractor shall pay the Water Company upon the terms and conditions hereinafter set forth in **APPENDIX A – Contractor Utilization of Water Company Personnel and Equipment**
2. Water Company shall pay the Contractor upon the terms and conditions hereinafter set forth in **APPENDIX B – Water Company Utilization of Contractor Personnel and Equipment**
3. **APPROVAL:** This agreement and rates are subject to approval of the New Hampshire Public Utilities Commission.

IN WITNESS WHEREOF, Water Company and Contractor have caused this Agreement to be signed.

By: Thomas A. Mason 10/27/08
Thomas Adam Mason ("Sr."), President
Lakes Region Water Company, Inc.

By: Thomas Albert Mason 10/27/08
Thomas Albert Mason ("Jr."), President
LRW Water Services, Inc.

APPENDIX A
Contractor Utilization of Water Company Personnel and Equipment

Utilization of Personnel: Contractor, from time to time, utilizes employees of the Water Company to provide assistance to the Contractor

Utilization of Equipment: Contractor, from time to time, utilizes equipment of the Water Company to provide assistance to the Contractor

Compensation:

Personnel including a pick-up (vehicle) \$ 50.00 per hr
(cost includes employee's hourly rate, payroll taxes, employee benefits, vehicle costs including fuel, maintenance, insurance and depreciation.)

Equipment (without operator)

Excavator (Mustang)	\$ 65
Dump Truck (2003 GMC)	\$ 50
Power Mole (PD6 Plus)	\$ 100

Office Services: \$125.00 per month

This covers office personnel taking phone messages, receiving faxes, and other simple sundry tasks.

Special office type services performed by Water Company office employees such as preparation of reports are to be billed at \$ 50.00 per hr

Conditions:

The Water Company shall maintain worker compensation insurance on its employees, liability and property damage on all of its equipment and will furnish certificates of insurance to the Contractor of these coverages.

The Water Company shall be responsible for all costs associated with pick-up vehicles including but not limited to fuel, maintenance, insurance and depreciation.

The Contractor shall be responsible for fuel cost when using equipment listed.

The Water Company shall be responsible for all maintenance and insurance on equipment listed.

APPENDIX B
Water Company Utilization of Contractor Personnel and Equipment

Utilization of Personnel: Water Company, from time to time, utilizes employees of the Contractor to provide assistance to the Water Company

Utilization of Equipment: Water Company, from time to time, utilizes equipment of the Contractor to provide assistance to the Water Company.

Compensation:

Personnel including a pick-up (vehicle) \$ 50.00 per hr
(cost includes employee's hourly rate, payroll taxes, employee benefits, vehicle costs including fuel, maintenance, insurance and depreciation.

Exception to above rate will be for plowing services which will be at \$ 70 per hr
(this will apply only when pick up is used for plowing)

Equipment (hourly costs includes operator):

Roller	\$ 80	10 Wheeler	\$ 90
Dozer	\$ 95	Small Excavator	\$115
Large Excavator	\$125	Loader	\$100
Grader	\$100		

From time to time other equipment may be substituted or used with a comparable rate being agreed to by both parties.

Conditions:

The Contractor shall maintain worker compensation insurance on its employees, liability and property damage on all of its equipment and will furnish certificates of insurance to the Water Company of these coverages.

The Contractor shall be responsible for all costs associated with pick-up vehicles including but not limited to fuel, maintenance, insurance and depreciation.

The Water Company shall be responsible for fuel cost when using equipment listed.

The Contractor shall be responsible for all maintenance and insurance on equipment listed.