

ORIGINAL
N.M.P.U.C. Case No. DW 10-141
Exhibit No. Staff Adv 9
Witness Thomas Mason
DO NOT DESTROY FILE

**AFFILIATE AGREEMENT**

**AGREEMENT**, effective the 1<sup>st</sup> day of 1<sup>st</sup> day of April 2009 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 herein after set forth in APPENDIX B – Water Company Utilization of Contractor Personnel and Equipment

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

By: Thomas Adam Mason Date \_\_\_\_\_  
 Thomas Adam Mason ("Sr."), President  
 Lakes Region Water Company, Inc.

By: Thomas Albert Mason Date: 4/1/09  
 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) (cost includes employee's hourly rate, payroll taxes, employee benefits, vehicle costs including fuel, maintenance, insurance and depreciation.)	\$19.00 Per Hour
Water sample pickup and pumpstation inspection	\$250.00 monthly

**Equipment (without operator)**

Excavator (Mustang)	\$ 65.00 Per Hour
Dump Truck (2003 GMC)	\$ 50.00 Per Hour
Power Mole (PD6 Plus)	\$100.00 Per Hour

**Office Services:**

\$50.00 Per Month

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

**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 coverage's.

The Water Company shall be responsible for all costs associated with pick-up vehicles including but not limited to fuel, 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 Hour
Personnel including a pick-up (vehicle)/overtime fee	\$75.00 Per Hour

Tom Mason Jr. Salary includes compensation for managerial services only  
Non Managerial Services (example: leak repairs, weekend service calls, etc. will be charged in accordance with "Contractor Personnel Fee Schedule"

(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 **\$70.00** per hour  
**(this will apply only when pick up is used for plowing**

**APPENDIX B**  
**Water Company Utilization of Contractor Personnel and Equipment**

**Equipment:** (hourly costs include - operator/overtime rates apply):

Roller	\$ 80.00 Per Hour
Dozer	\$ 95.00 Per Hour
Large Excavator	\$125.00 Per Hour
Small Excavator	\$115.00 Per Hour
Grader	\$100.00 Per Hour
10 Wheeler	\$ 90.00 Per Hour
Loader	\$100.00 Per Hour
Peterbuilt	\$120.00 Per Hour
Trackloader	\$300.00 monthly

**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.

**BOARD OF DIRECTORS  
LAKES REGION WATER COMPANY INC.**

420 Governor Wentworth Highway, PO Box 389  
Moultonborough, NH 03254  
Telephone: 603-478-2348, Fax: 603-478-2721  
Hours: Monday through Friday, 8:30am to 4:30pm

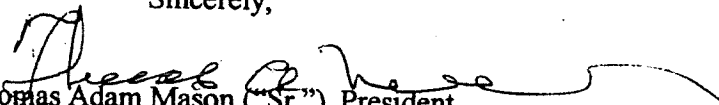
December 28, 2009


Mr. Norman Roberge  
1207 Gorham Pond Road  
Dunbarton, New Hampshire 03046-0411

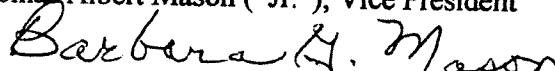
Dear Mr. Roberge,

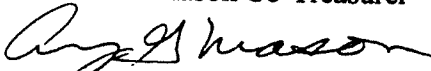
At a special Board of Directors meeting for Lakes Region Water Company, Inc., held December 28, 2009, the Board Members discussed and determined that the Affiliate Agreement between Lakes Region Water Company, Inc, and Lakes Region Water Services which was formed and signed April 1, 2009, was accurate and current. This rate is to be followed for all billing between the two companies regardless of whether you agree or disagree with it. Any insubordination with regard to this agreement will result in immediate termination of employment.

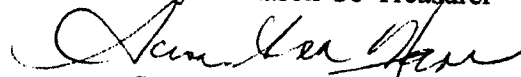
Sincerely,

  
Thomas Adam Mason ("Sr."), President

  
Thomas Albert Mason ("Jr."), Vice President

  
Barbara G. Mason Co-Treasurer

  
Amy G. Mason Co-Treasurer

  
Susan Ann Mason, Secretary

Cc: Twila Glidden  
Taryn Zambouras