

Exhibit 5

The Hampstead Area Water Company, Inc.
MANAGEMENT / SERVICE / RENTAL
AGREEMENT

This Management/Service/Rental Agreement (“Agreement”) is made as of January 1, 2020 by and between Hampstead Area Water Company, Inc. (“HAWC”) on the one hand, and Lewis Builders Development, Inc. (“LBD”) and Lewis Equipment Company, Inc. (“Lewis Equipment”) collectively on the other hand (together with HAWC, the “parties” or individually a “party”), all New Hampshire corporations, and all of 54 Sawyer Avenue, Atkinson, New Hampshire. **HAWC, Lewis Equipment, and LBD are related parties.**

WHEREAS: HAWC, a New Hampshire public utility water company, operates systems in various towns in New Hampshire and has need of certain management and other services and has need to rent certain office, storage and warehouse space in order for it to conduct its daily operations;

WHEREAS: Lewis Builders has the management, services and facilities necessary to assist HAWC’s daily operations; and

WHEREAS: Lewis Equipment has the equipment repair, maintenance, and facilities necessary to assist HAWC’s daily operations.

NOW THEREFORE, the parties agree as follows:

1. Services

Lewis Builders and Lewis Equipment will provide, on an as needed basis, those services as set forth on Schedule A at the hourly or other rate as is set forth on Schedule A.

2. Rental

Lewis Builders will provide on an annual basis the square footage of rental space for HAWC’s office, storage and warehousing needs as set forth on Schedule B at the per square foot per year rental basis. All real estate taxes, utilities, telephone usage, use of copying and related office equipment (excluding copying costs for mass mailings

which may be billed at 10 cents per copy) and maintenance costs are included in such per square foot per annum charge.

3. Office Supplies

Lewis Builders will provide HAWC with office supplies at Lewis Builders' cost, plus overhead.

4. Labor Burden

For all labor costs set forth on Schedule A, which rates constitute the gross pay hourly/salary payments to the individual concerned, Lewis Builders and Lewis Equipment will add a "Labor Burden" cost which shall represent the indirect cost of such labor, such as workers compensation insurance, employee benefits, employer paid payroll taxes, etc. Such "Labor Burden" shall be calculated in accordance with Exhibit 1 to Schedule A and shall be calculated on or before April 1st of the following year as of December 31st of the previous year and shall apply to the following 12 months beginning April 1. The Labor Burden for 2020 is Seventy Four percent (74%) of the direct labor rate paid to each employee of Lewis Builders.

5. Overhead Expense

For all costs (labor, materials & services) set forth on Schedule A, Lewis Builders and Lewis Equipment will add "Overhead" expense factor (G&A) multiplier calculated on or before April 1st of the following year as of December 31st each year to be applied to the following 12 months beginning April 1, in accordance with the formula set forth on Exhibit 2 to Schedule A. For 2020, this factor is Thirty Four percent (34%).

6. Billing Procedure and Content

A. Lewis Builders and Lewis Equipment will bill HAWC monthly, in arrears, for the actual cost of all of the items set forth in Section 3 above, and on Schedule A and B incurred and consumed in the previous month. Item Schedule A(II) will be billed in advance on a monthly basis.

B. No supply material cost, labor charge, overhead or labor burden shall include any profit or mark up to Lewis Builders or Lewis Equipment, or to any related person or entity to HAWC.

C. In the event any employee of HAWC or any equipment belonging to HAWC is used by Lewis Builders or Lewis Equipment in any or for any work or project other than HAWC's operations, Lewis Builders or Lewis Equipment, whichever as the case may be, shall pay HAWC the cost of such, including the then Labor Burden and overhead rates.

D. The Agreement may be cancelled at any time by any party upon thirty (30) days of notice to the other parties, without penalty, and will otherwise automatically renew from year to year until and unless such notice is given.

E. This Agreement and any amendment or changes thereto are subject to the prior approval of the New Hampshire Public Utilities Commission.

THE HAMPSTEAD AREA WATER COMPANY, INC.

By: _____
Christine Lewis Morse, Vice President

LEWIS BUILDERS DEVELOPMENT COMPANY, INC.

By: _____
Christine Lewis Morse, President

LEWIS EQUIPMENT COMPANY, INC.

By: _____
Christine Lewis Morse, President