

REDACTED

## SERVICES AGREEMENT

This Services Agreement ("Agreement") is made as of this 10<sup>th</sup> day of November 2021 between Atkinson Concessions, Inc. ("ACI") of 85 Country Club Drive, Atkinson, NH on the one hand, and Atkinson Area Wastewater Recycling, Inc. ("AAWWR") of 54 Sawyer Ave, Atkinson, NH on the other hand (together with ACI the "parties"). AAWWR and ACI are related parties.

WHEREAS, AAWWR, a New Hampshire public utility sewer company, operates a system in Atkinson, New Hampshire and has need of certain services including landscaping, mowing, weed clearing including chemical spraying, and emergency phone backup and after hours phone services, mailing services, and other related services; and

WHEREAS, ACI, a privately held company, has the services, equipment, and facilities necessary to AAWWR's daily operations.

NOW THEREFORE, the parties agree as follows:

**1. Services**

ACI will provide, on an as needed basis, those services as set forth on Schedule A at the hourly or other fair market rate as set forth on Schedule A.

**2. Labor Burden**

For all labor costs set forth on Schedule A (see section 1) and Exhibits 1 and 2 thereto, which rates constitute the gross pay hourly/salary payments, at fair market rates, to the individual concerned, ACI will add a Labor Burden cost which represents 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 1<sup>st</sup> of the following year as of December 31<sup>st</sup> of the previous year and shall apply to the following

12 months beginning April 1. The Labor Burden for 2021 is forty-two percent (42%) of the direct labor rate paid to each employee of ACI.

**3. Overhead Expense**

For all costs (labor, materials & services) set forth on Schedule A, ACI will add an Overhead expense factor (General & Administrative) multiplier calculated on or before April 1<sup>st</sup> of the following year as of December 31<sup>st</sup> 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 2021, this factor is fourteen (14%).

**4. Billing Procedure and Content**

A. ACI will bill AAWWR monthly, in arrears, for the actual cost of all of the items set forth in Sections 1 through 3 above incurred and/or consumed in the previous month.

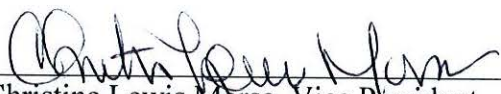
B. No supply material cost, labor charge, overhead or labor burden ACI charges to AAWWR shall include any profit, mark up, or additional labor burden or additional overhead from a related company for the same service, part, or supply.

C. If any employee of AAWWR or any equipment belonging to AAWWR is used by ACI in any or for any work or project other than AAWWR's operations, ACI shall pay to AAWWR 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 ninety (90) days of notice to the other, without penalty, and will otherwise automatically renew from year to year until and unless such notice is given.

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

ATKINSON AREA WASTE WATER RECYCLING, INC.

By:   
Christine Lewis Morse, Vice President


ATKINSON CONCESSIONS, INC.

By:   
Christine Lewis Morse, President

STATE OF NEW HAMPSHIRE  
ROCKINGHAM COUNTY

This instrument was acknowledged before me this 10<sup>th</sup> day of November,  
2021 by Christine Lewis Morse as Vice President of Atkinson Area Waste Water Recycling, Inc.  
and by Christine Lewis Morse as President of Atkinson Concessions, Inc.



  
Notary Public  
My commission expires: 12-5-2023