

Agreement

Between

New England Service Company and Abenaki Water Company

Whereas, New England Service Company is a Connecticut Corporation, duly authorized to conduct its business in New Hampshire under the name "NESC Water" (hereinafter "NESC"), and,

Whereas, Abenaki Water Company (hereinafter "AWC") is a New Hampshire Corporation operating water and wastewater systems under the jurisdiction of the N.H. Public Utilities Commission and Department of Environmental Services, and,

Whereas, AWC is a wholly owned subsidiary of NESC and desires certain water and sewer services, and,

Whereas, NESC is a corporation which furnishes certain water and waste water services, and

Now therefore, this agreement is made effective this 1st day of January, 2021 between NESC and AWC and all provisions of this agreement shall commence fully in force on January 1, 2021 as follows.

- a) Scope of services to be provided by NESC for AWC which owns and operates White Rock Water System in Bow, the water and wastewater systems of Lakeland Water System in Belmont, the Tioga River systems located in Belmont and Gilford Village, and the Rosebrook Water System in Bretton Woods.
 - 1. Stand-by duty on a continuous basis (24/7) for emergencies and unexpected or non-scheduled necessary work.
 - 2. Meter reading on a monthly, quarterly, or as needed basis.
 - 3. Routine system rounds such as facility checks and monitoring water quality, sewer system monitoring, and oversight and overview of distribution and collection systems.
 - 4. Regulatory and compliance reporting.
 - 5. Shut offs and turn on of water services for, as an example, overdue payments and new services.
 - 6. Flushing annually and more frequently as appropriate for water mains and maintenance of quality.
 - 7. Valve exercising.
 - 8. On site/field resolution of water quality and service issues.
 - 9. Providing miscellaneous onsite customer service as required.
 - 10. Performing ongoing cross-connection inspections.
 - 11. Computer aided design (CAD) on an as needed basis.
 - 12. Administrative support for billing procedures.
 - 13. Inspection of wastewater pumping and collection systems including manhole flows.
 - 14. Leak detection equipment rental
 - 15. Other routine, periodic, and related tasks as necessary.
- b) Qualifications of operating personnel provided by NESC:

1. The chief operator shall have as a minimum, Grade II distribution and treatment licenses. Any operations conducted by lesser grade personnel shall be the responsibility and under the jurisdiction of the chief operator.
2. Wastewater pump station maintenance shall be performed by licensed domestic and industrial pump installers.

c) Insurance

1. Liability insurance – while this agreement remains in force, NESC shall have personal injury and property/liability insurance of at least \$1,000,000 in the aggregate and not less than \$500,000 per occurrence. Similarly, subcontractors employed shall have the same levels or more of insurance.
2. Workman's compensation – NESC shall continuously maintain workman's compensation insurance for all its employees/operators involved with this agreement. Workman's compensation coverage shall at least equal the maximum statutory limit provided for by law. Furthermore, NESC shall not employ subcontractors in the performance of its duties under this agreement unless said contractors provide the same workman's compensation coverage as NESC.

d) Termination

1. By mutual agreement – all provisions of this agreement shall become null and void in the event the parties mutually agree in writing to terminate this agreement, setting forth the agreement and the effective date of such termination. Likewise, the parties may modify this agreement in part or its entirety by mutual and simultaneous agreement at any time.
2. By one party notice – either party may terminate all provisions of this agreement by giving a notice of termination in writing to the other party. In such an event, a full termination of this agreement shall occur within sixty (60) days of the receipt of such notice by the party served. Between the receipt of a notice of termination and the expiration of the sixty (60) day period, both parties shall be bound by all provisions of this agreement.

e) The following schedule of charges rendered by NESC and paid to NESC shall be as follows:

1. For AWC's Lakes Region and area water and waste water systems
 - a) NH administrative support for billing, printing and mailing of invoices.
This charge is to include travel time to and from the post office.

\$61.50 per hour

- b) Regular and Overtime work hours - Operator

*To be billed at Cost plus Benefits and Overhead

c) Regular and Overtime work hours - NH Administrative Support/Accounting
*To be billed at Cost plus Benefits and Overhead

d) On call coverage (24/7) – 2 hours per a week
*To be billed at Cost plus Benefits and Overhead
*Lakeland Water – 1.0 hours
*Lakeland Sewer - .50 hours
*White Rock - .50 hours

e) Daily leak detection equipment rental \$31.25 per hour

f) All other labor to billed at Cost plus Benefits and Overhead

2. For AWC's Northern Region (Rosebrook)

a) NH administrative support for billing, printing and mailing of invoices.
This charge is to include travel time to and from the post office.

\$61.50 per hour

b) Regular and Overtime work hours - Operator
*To be billed at Cost plus Benefits and Overhead

c) Regular and Overtime work hours - NH Administrative Support/Accounting
*To be billed at Cost plus Benefits and Overhead

d) On call coverage (24/7) – 2 hours per week
*To be billed at Cost plus Benefits and Overhead
*Rosebrook Water – 2.0 hours

e) Daily leak detection equipment rental \$31.25 per hour

All other labor to billed at Cost plus Benefits and Overhead

In Witness thereof, NESC and AWC have hereunto affixed their signatures as of the date above first written.



Nicholas LaChance, Vice President
Abenaki Water Company



Donald Vaughan, Chairman
New England Service Company

