

AGREEMENT

AGREEMENT, made this 18th day of December, 2010, by and between West Swanzey Water Co., Inc. (hereinafter referred to as "Water Company") and Sarah Brown (hereinafter referred to as "Service Provider"):

WHEREAS, the Water Company provides water service in limited areas of the Town of West Swanzey, New Hampshire; and

WHEREAS, Service Provider is familiar with all facets of the business of Water Company, including the development, the business and the property of Water Company, and is experienced in the management, financing and operation of Water Company; and

WHEREAS, THE Service Provider is qualified by virtue of her knowledge and experience to be of great aid and assistance to Water Company through the services to be performed under this Agreement;

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

AGREE AS FOLLOWS:

1. Service Provider shall furnish to Water Company and Water Company shall utilize all the following services upon the terms and conditions hereinafter set forth:

- a) EXECUTIVE

The Service Provider shall work with developers, planners, the Town of Swanzey, agencies of the State of New Hampshire and others to plan an orderly growth of the Company for the benefit of its current and future customers in the Township of West Swanzey.

- b) ADMINISTRATIVE AND OPERATIONAL

Service Provider shall make qualified personnel available to perform or assist in the performance of Water Company. In order to render such service and to promote the efficient and economic administration and operation of Water Company, those personnel shall keep themselves informed on all aspects of Water Company's facilities. Such personnel shall perform all tasks necessary for the day-to-day administration and for appropriate changes in rates, rules and regulations, and shall make recommendations for operating expenditures for additions to and improvements of property, plant and equipment. Such personnel shall also assist Water Company in the conduct of proceedings before and in its compliance with the rulings of regulatory bodies having jurisdiction over its operations.

- c) CUSTOMER AND PUBLIC RELATIONS

Service Provider shall recommend procedures to promote satisfactory customer and public relations in the preparation of customer information releases.

- d) EMPLOYEE RELATIONS

Service Provider shall assist Water Company in the procurement of qualified personnel and in the establishment of the appropriate rates of pay.

- e) FINANCING

Service Provider shall assist in the development and implementation of financing programs for Water Company and shall assist in the preparation of all necessary

documents for obtaining financing. Service Provider shall assist Water Company in cash management including establishment of bank credit lines and collection policies.

f) PURCHASING

Service Provider shall arrange for the purchase of equipment, materials and supplies which are necessary for the day - to - day operation of the Water Company.

g) REPAIRS AND REPLACEMENTS

Service Provider shall arrange to provide engineering services and actual labor to assist Water Company in its various construction functions including the repair of water lines, the replacement of water pumps, water tanks, the hook up of new customers and other such technical construction type services.

h) EXPANSION OF FRANCHISE

The Service Provider shall arrange for expansion of the franchise area with the Town of Swanzev, the Department of Environmental Services, the Public Utilities Commission and all other interested parties and attend appropriate meetings to bring about a positive result.

i) GENERAL

Service Provider shall keep abreast of economic, regulatory, governmental and operational developments and conditions that may affect Water Company and shall advise Water Company thereof to the extent that they may be important to Water Company.

2. In consideration for these services to be rendered by Service Provider as hereinabove provided, Water Company agrees to pay Service Provider the amount of Ten Thousand Dollars and No/100 Cents (\$10,000) on an annual basis commencing January 1, 2011.

SERVICE PROVIDER

BY: Sarah G. Brown

Dated:

12/18/2010

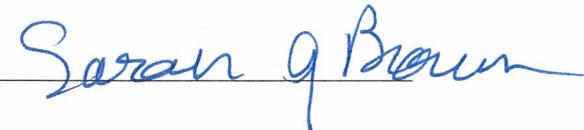


WEST SWANZEY WATER COMPANY, INC.

BY: Sarah G. Brown

Dated:

12/18/2010



AGREEMENT

AGREEMENT, made this day of December 19th, 2010, between The West Swanzey Water Company, Inc. (The Company) and Sarah G. Brown (Contractor).

WHEREAS, the Company has no employee to handle the administrative duties required by the Company's operations; and

WHEREAS, the Contractor has the knowledge and time to perform these tasks;

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

AGREE AS FOLLOWS:

1. the Contractor will furnish to the Company and the Company shall utilize all the following services upon the terms and conditions hereinafter set forth:
2.
 - a) **METER READING**
Contractor shall read the meters of all Company customers quarterly for the periods ending March 31, June 30, Sept 30 and December 31.
 - b) **BILLING**
Contractor shall record meter readings, determine consumption by customer and make and mail an invoice to each customer within 10 days of the meter reading.
 - c) **COLLECTIONS**
Contractor shall receive and enter all customer payments in the Company books; shall aggressively pursue overdue accounts with follow-up invoices and shutoff notices if necessary.
 - d) **REPORTING**
Contractor shall complete and file Quarterly and Annual Report Reports to the PUC in a timely and accurate manner.
 - e) **RECORDKEEPING**
Contractor shall maintain Work Orders and a Continuing Property Record for all capital equipment. All test reports shall be reviewed for compliance. Records shall be maintained at the Company office or any acceptable alternative location.
 - f) **TESTING**
Contractor shall ensure that all tests are performed properly and timely and that the results are submitted to the proper agencies.

g) STATE RELATIONSHIPS

Contractor shall co-operate with the PUC on audits, rate cases, etc. as needed. The contractor shall work with the various divisions of the Department of Environmental Services to ensure the Company stays in compliance with all the regulations.

h) OTHER

The contractor shall perform all other tasks that are necessary to assure the smooth operation of the Company.

2. In consideration for these services to be rendered by Contractor as hereinabove provided, the Company agrees to pay the Contractor the amount of six thousand six hundred dollars (\$6,600) on an annual basis.

West Swanzey Company, Inc.

Date 12/19/2010

Sarah G. Brown

Date 12/19/2010

Sarah G. Brown

LEASE AGREEMENT

This LEASE AGREEMENT, made on the 20th day of December, 2010 and effective as of January 1, 2011 by and between Sarah Brown (Lessor) and West Swanzey Water Company, Inc. (Lessee) will continue in effect until cancelled by either party with 30 days written notice to the last known address of the other party.

Since there is an economic benefit to be derived by the Lessee using and sharing certain facilities and services of the Lessor which would be more costly for the Lessee to provide and enjoy on an individual basis, the Lessor will provide the following to the Lessee:

Space required to perform its responsibilities and store parts and equipment
Telephone, fax, copier, computer, printer, high speed internet access
Post Office box
File cabinets
Miscellaneous office supplies
Use of auto

In consideration for these services, the Lessee agrees to pay Lessor the amount of Two Hundred Dollars and No/100 Cents (\$200.00) by the 1st day of each month.

Sarah Brown



Dated:

12/20/2010

WEST SWANZEY WATER CO., INC.

BY:



Sarah G. Brown, President

Dated:

12/20/2010