

Agreement

Between

Maranatha Construction and Mill Brook Village Water System

**Whereas**, Maranatha Construction is a New Hampshire sole-proprietorship, duly authorized to conduct its business in New Hampshire under the name "Maranatha Construction" and

**Whereas**, Mill Brook Village Water System (hereinafter "MBVWS") and EPA # 2342110, is a registered water system under the jurisdiction of the N.H. Public Utilities Commission (hereinafter "PUC") and Department of Environmental Services (hereinafter "DES"), and,

**Whereas**, MBVWS is a wholly owned subsidiary of Maranatha Construction and desires certain water services, and,

**Whereas**, Maranatha Construction has furnished certain water services since the MBVWS was initially established in 1988,

Now therefore, this agreement is made this 1st day of January, 2014 between MARANATHA CONSTRUCTION and MBVWS and all provisions of this agreement shall commence fully in force on January 1, 2014 as follows.

1. Scope of services to be provided by MARANATHA CONSTRUCTION for MBVWS.
  - a. Provide all labor to necessary for the operation of the water system such as:
  - b. Stand-by duty on a continuous basis (24/7) for emergencies and unexpected or non-scheduled necessary work.
  - c. Water sampling on a monthly, quarterly, or as needed basis.
  - d. Routine system rounds such as facility checks and monitoring water quality, and oversight of distribution system.
  - e. Regulatory and compliance reporting.
  - f. Shut offs and turn on of water services for, as an example, overdue payments, new services, etc.
  - g. Flushing annually and more frequently as appropriate of water mains.
  - h. Valve exercising.
  - i. On site/field resolution of water quality and service issues.
  - j. Providing miscellaneous on site customer service as required.
  - k. Other routine, periodic, and related tasks as necessary.
  - l. and, Provide all materials and supplies necessary for the operation of the water system.
2. Qualifications of operating personnel provided by MARANATHA CONSTRUCTION
  - a. The chief operator shall have as a minimum, Grade IA distribution and treatment license. Any operations conducted by lesser grade personnel shall be the responsibility and under the review of the chief operator.
3. Insurance
  - a. Liability insurance – while this agreement remains in force, MARANATHA CONSTRUCTION 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.

- b. Workman's compensation – MARANATHA CONSTRUCTION shall maintain and have continuously 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, MARANATHA CONSTRUCTION shall not employ subcontractors in the performance of its duties under this agreement unless said contractors provide the same workman's compensation coverage as MARANATHA CONSTRUCTION.

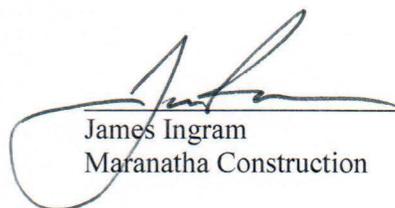
4. Termination

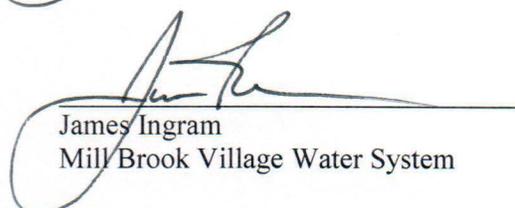
- a. By mutual agreement – all provisions of this agreement shall become null and void in the event the parties mutually agree in writing to terminate this agreement, setting forth the agreement and the effective date of such termination. Likewise, the parties may modify this agreement in part or its entirety by mutual and simultaneous agreement at any time.
- b. 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.

5. Schedule of charges paid by MBVWS to MARANATHA CONSTRUCTION shall be equal to:

- a. the annual amount of the total operating expense as set forth in the most recent PUC order and/or stipulation agreement:
- b. additionally, any receipts for charges for work made to customers by MBVWS for services required that are not part of the approved PUC annual rate and as described in the current tariff shall be paid in kind to Maranatha Construction.

In witness thereof, MARANATHA CONSTRUCTION and MBVWS have hereunto affixed their signatures as of the date above first written.

  
James Ingram  
Maranatha Construction

  
James Ingram  
Mill Brook Village Water System