



Marcia A. Brown
Attorney at Law

Environmental Law ▪ *Utility Law*

January 31, 2023

VIA ELECTRONIC DELIVERY

Daniel C. Goldner, Chairman
New Hampshire Public Utilities Commission
21 S. Fruit Street, Suite 10
Concord, N.H. 03301

Re: DW 22-012 – Bodwell Waste Services Corporation
Compliance Filing: Affidavit of Loan Payoff and Transfer Deeds

Dear Chairman Goldner:

Pursuant to the Commission's temporary filing requirements dated March 17, 2020, attached please find for filing Bodwell Waste Service Corporation's (Bodwell) affidavit attesting that the loan approved in Docket No. DW 17-142 has been fully paid off and that the transfer deeds for the City of Manchester and Town of Londonderry have been signed and recorded at the registry of deeds.

Thank you in advance for the Commission's assistance with this compliance filing.

Very Truly Yours,

A handwritten signature in black ink that reads "Marcia A. Brown".

Marcia A. Brown

cc: Docket-Related Service List for DW 22-012

STATE OF NEW HAMPSHIRE

PUBLIC UTILITIES COMMISSION

Docket DW 22-012

Bodwell Waste Services Corporation, Inc.

AFFIDAVIT REGARDING
LOAN PAYOFF
AND
TRANSFER DEEDS

I, Robert S. Lamontagne, President of Bodwell Waste Services Corporation, Inc. hereby certify and attest that the loan approved by the Commission in *Bodwell Waste Services Corporation*, Docket No. DW 17-142, Order No. 26,072 (November 9, 2017) for \$450,000 and with a maturity date 2032 has been fully repaid.

I, Robert S. LaMontagne, President of Bodwell Waste Services Corporation, Inc. hereby certify and attest that the transfer deed between Bodwell Waste Services Corporation, Inc. and Town of Londonderry as well as the transfer between Bodwell Waste Services Corporation, Inc. and the City of Manchester have been signed by both parties. Copies of the deeds are attached.

Signed as of this 27 day of January 2023.

By 
Robert S. Lamontagne, President
Bodwell Waste Services Corporation, Inc.

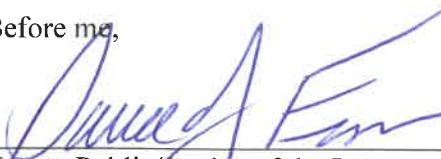
Hillsborough, SS

STATE OF NEW HAMPSHIRE

On this 27 day of January, 2023 appeared the above named Robert S. LaMontagne, personally known to me (or satisfactorily proven) to be the person whose name appears on the within instrument and acknowledged that he executed the same for the purposes herein contained, as the duly authorized President of Bodwell Waste Services Corporation, on behalf of the corporation.



Before me,


Notary Public/Justice of the Peace
My commission expires: 5/6/25
[seal]

AFTER RECORDING, PLEASE RETURN TO:

City of Manchester
c/o McLane Middleton, P.A.
DKM # 123546
900 Elm Street
Manchester, NH 03101

E - Doc # 230001673

01/18/2023 03:32:57 PM

Book 9679 Page 226

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Mary Ann Crowell

Register of Deeds, Hillsborough County

**SEWER FACILITIES
DEED OF TRANSFER
AND
EASEMENT AGREEMENT**

BODWELL WASTE SERVICES CORPORATION, a New Hampshire corporation, with an address of 17 Sky Oaks Drive, Biddeford, Maine 04005, in its corporate capacity and on behalf of its officers, and together with any successors and assigns (hereinafter collectively referred to as “Grantor”) **FOR CONSIDERATION PAID GRANTS TO the CITY OF MANCHESTER**, a municipal corporation existing under the laws of the State of New Hampshire, with an address of One City Hall Plaza, Elm Street, Manchester, New Hampshire 03101, its successors, assigns, licensees, lessees and permittees (hereinafter collectively referred to as “Grantee”), **WITH WARRANTY COVENANTS**, any and all of Grantor’s right, title and interest in and to its existing private sanitary Sewer Facilities (as defined below) located in Hillsborough County, City of Manchester, State of New Hampshire near the Londonderry town line, subject to the terms and conditions as described below:

SEWER FACILITIES

All right, title, and interest to all existing sewer easements previously established to allow access to operate, maintain, improve, upgrade, repair or replace the following Sewer Facilities:

1. Sewer mains, manholes, and appurtenances located within several City of Manchester Rights-of-Way and existing sewer easements on private property within the Hampshire Woods Subdivision (as shown on Subdivision Plans entitled, “Hampshire Woods, Manchester, New Hampshire” prepared by CLD Consulting Engineers, dated April 1989 and recorded with the Hillsborough County Registry of Deeds as Plan No. 24393). The Hampshire Woods Subdivision, also known as Hampshire Meadows, is now known as Rosecliff Subdivision, and includes the streets Morning Glory Drive, Primrose Drive, Ashmere Drive, Meetinghouse Lane, Stonington Drive, Beech Plum Drive, Wild Indigo Lane, Rosecliff Lane, Cobblestone Lane, Megan Drive, Sugar Hill Lane, Karine Lane,

and Garden Walk Drive as shown on Subdivision Plans entitled “ROSECLIFF, MANCHESTER, NEW HAMPSHIRE” prepared by CLD Consulting Engineers, dated September 1993 and recorded with the Hillsborough County Registry of Deeds as Plan No. 27097, and “ROSECLIFF RESUBDIVISION, MANCHESTER, NEW HAMPSHIRE” prepared by LaMontagne Builders, Inc., dated October 23, 1995 and recorded with said Registry as Plan No. 28000;

2. Sewer mains, manholes, and appurtenances located within several City of Manchester Rights-of-Way and existing sewer easements on private property within the Megan's Meadow Subdivision (as shown on Subdivision Plans entitled, “Megan's Meadow, Manchester, New Hampshire” prepared by CLD Consulting Engineers, dated April 1990 and recorded with the Hillsborough County Registry of Deeds as Plan No. 24813), which includes the streets Megan Drive, Aaron Drive, Bittersweet Drive, and Windflower Drive (the “Megan’s Meadow Subdivision”);
3. Sewer mains, manholes and appurtenances located within private roads within the East Meadow Condominiums, which is located on East Meadow Way (the “East Meadow Condominium” together with the Hampshire Woods Subdivision and Megan’s Meadow Subdivision, collectively the “Subdivisions”) (as shown on Subdivision Plan entitled “August 1992 Cowette Construction, Inc., Eastmeadow Condominium, 1600 Bodwell Road, Manchester, New Hampshire” prepared by Kirk Wilkinson Architectural Associates, Ins., dated August 22, 1994 and recorded with the Hillsborough County Registry of Deeds as Plan No. 27084);
4. **Assignment of Easement Rights** dated March 3, 1993 and recorded in the Hillsborough County Registry of Deeds on March 12, 1993 at Book 5414, Page 1337, conveying from Paul Cowette to Bodwell Waste Services Corporation, a “twenty foot wide sewer easement...depicted on a certain ‘Subdivision Plan for Cowette Construction, Inc.’ said plan being dated July 19, 1990 and recorded in the Hillsborough County Registry of Deeds as Plan #25558, Drawer 109”;
5. **Quitclaim Deed** dated January 17, 1992, and recorded in the Hillsborough County Registry of Deeds on July 6, 1992 at Book 5352, page 0328, conveying from Paul Cowette to Bodwell Waste Services Corporation a sewer easement over that land of the grantor, referred to therein as the “Servient Estate”, and all of the grantor’s right, title, and interest in and to all pipelines, pumps, structures, conduits, and all other improvements located above, upon, or beneath the surface of the Servient Estate related to or being a part of any sewer pipeline system;
6. **Quitclaim Deed** dated January 17, 1992 and recorded in the Hillsborough County Registry of Deeds on July 6, 1992 at Book 5352, page 0329, conveying from Cowette Construction, Inc. in its corporate capacity and in the capacity as Declarant of the Eastmeadow Condominium to Bodwell Waste Services Corporation a sewer easement for the purpose of owning, constructing, repairing, inspecting, maintaining, and performing all other acts reasonably related to the operation of, a sewer disposal system over that land which has been dedicated to the condominium regime. Also conveying all of the

grantor's right, title, and interest in and to all pipelines, pumps, structures, conduits, and all other improvements which is or may be located above, upon, or beneath the surface of the said servient estate, related to or being a part of any sewer system;

7. **Quitclaim Deed** dated January 17, 1992 and recorded in the Hillsborough County Registry of Deeds on July 6, 1992 at Book 5352, Page 0331, conveying from Hampshire Meadows Development Corporation to Bodwell Waste Services Corporation a sewer easement over land described in a Corrective Quitclaim Deed from Paul Cowette in his capacity as Trustee of the Friendly Neighborhood Realty Trust to Hampshire Meadows Development Corporation dated May 2, 1990 and recorded in the Hillsborough County registry of Deeds at Book 5185, page 457. Also conveying all of the grantor's rights, title, and interest in and to all pipelines, pumps, structures, conduits and all other improvements relating to or being part of the sewer pipeline system, including specifically, any and all rights of said grantor to construct, operate and maintain said sewer system within and beneath any property of the City of Manchester and any other person or entity;
8. Franchise rights to serve granted by the New Hampshire Public Utilities Commission to the Grantor in *Bodwell Waste Services Corporation*, Docket No. DE 91-050, Order No. 20,404, dated February 26, 1992 and granted by the New Hampshire Public Utilities Commission to the Grantor in *Bodwell Waste Services Corporation*, Docket No. DW 02-025, Order No. 23,975, dated May 22, 2002;
9. New Hampshire Public Utilities Commission approval of the transfer of assets and franchise to Robert S. LaMontagne *Bodwell Waste Services Corporation*, Docket No. DE 94,166, Order No. 21,449, dated December 5, 1994; and
10. New Hampshire Public Utilities Commission Order No. 26,687, dated September 15, 2022 in the matter of *Bodwell Waste Services Corporation*, Docket No. DW 22-012, approving termination of service and the transfer of assets to the City of Manchester and Town of Londonderry.

The above sewer mains, manholes, appurtenances, and rights, titles, and interests are hereinafter collectively referred to as the "Sewer Facilities".

The Grantee shall have the right to connect the existing Sewer Facilities to its other sewer facilities benefiting the general public.

The Grantee herein shall bear any costs associated with repairs, replacement and maintenance of the Sewer Facilities or otherwise of the easement.

It is agreed that the sewer services pipes, mains, manholes, and related equipment installed within the City of Manchester Rights-of-Way and the above easement areas, whether fixed to the realty or not, shall be and remain the property of the Grantee, its successors and assigns.

It is the intent of the within Grantor, Bodwell Waste Services Corporation, to transfer ownership of any and all of Bodwell's rights, title and interests in the Sewer Facilities located in Manchester, County of Hillsborough, New Hampshire, to the within Grantee, the City of Manchester. The rights, titles, and interests herein conveyed shall run with the land and shall burden the land in perpetuity.

The within conveyance of the Sewer Facilities and the rights, titles, and interests granted herein to the City of Manchester shall not be construed to create an ownership interest in the Subdivisions and the City of Manchester shall not have any rights or obligations as a member of the Subdivisions.


The conveyance and rights and easements granted herein are made subject to the restriction that no structures may be erected over the Sewer Facilities or easement area, without the advanced written consent of Grantee.

The Grantor herein hereby releases all rights of homestead, and any other interest, to the within described property.

[Signature Page Follows]

EXECUTED and effective this 22nd day of December 2022.

BODWELL WASTE SERVICES CORPORATION

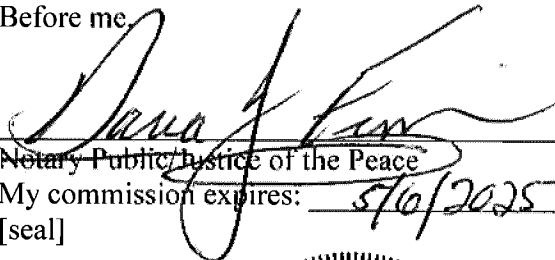


Robert S. LaMontagne, President

STATE OF NEW HAMPSHIRE
Hillsborough, SS

On this 22 day of December, 2022 appeared the above named Robert S. LaMontagne, personally known to me (or satisfactorily proven) to be the person whose name appears on the within instrument and acknowledged that he executed the same for the purposes herein contained, as the duly authorized President of Bodwell Waste Services Corporation, on behalf of the corporation.

Before me,



Notary Public/Justice of the Peace
My commission expires: 5/6/2025
[seal]



The Grantee herein accepts the rights, titles, and interests herein conveyed and agrees to comply with the terms and conditions of said conveyance and easement.

CITY OF MANCHESTER

Joyce Craig

Name: Joyce Craig

Title: Mayor of City of Manchester

Duly authorized by Resolution of the Manchester Board of Aldermen

STATE OF NEW HAMPSHIRE
COUNTY OF HILLSBOROUGH, SS.

Personally appeared, Joyce Craig, duly authorized Mayor of the City of Manchester and executed the foregoing agreement for the purpose contained therein, on this 18 day of January, 2023.

Before me,

Lisa McCarthy

Notary Public/Justice of the Peace

My commission expires: 6/24/2025

[seal]



LISA M. MCCARTHY
NOTARY PUBLIC
State of New Hampshire
My Commission Expires
June 24, 2025

AFTER RECORDING, PLEASE RETURN TO:

Town of Londonderry
268B Mammoth Road
Londonderry, NH 03053



RECORDING 26.00
SURCHARGE 2.00

**SEWER FACILITIES
DEED OF TRANSFER
AND
EASEMENT AGREEMENT**

BODWELL WASTE SERVICES CORPORATION, a New Hampshire corporation, with an address of 17 Sky Oaks Drive, Biddeford, Maine 04005, in its corporate capacity and on behalf of its officers, and together with any successors and assigns and **BROOK HOLLOW CORP.**, a New Hampshire corporation, with an address of 317 South River Road, Bedford, New Hampshire, 03110, in its corporate capacity and on behalf of its officers, and together with any successors and assigns (hereinafter collectively referred to as “Grantors”) FOR CONSIDERATION PAID GRANTS TO the **TOWN OF LONDONDERRY**, a municipal corporation existing under the laws of the State of New Hampshire, with an address of 268B Mammoth Road, Londonderry, NH 03053, New Hampshire, its successors, assigns, licensees, lessees and permittees (hereinafter collectively referred to as “Grantee”), WITH WARRANTY COVENANTS, all of Grantor’s right, title and interest in and to its existing private sanitary Sewer Facilities (as defined below) located in Rockingham County, Town of Londonderry, State of New Hampshire, subject to the terms and conditions as described herein

Reference is made to the New Hampshire Public Utilities Commission Matter DW 22-012, Bodwell Waste Services Corporation Petition for Approval to Terminate Service (the “Petition”) and that certain Memorandum of Understanding by and between the Town of Londonderry and Bodwell Waste Services Corporation dated August 18, 2022 (the “MOU”).

SEWER FACILITIES

All right, title, and interest to all existing sewer easements previously established to allow access to operate, maintain, improve, upgrade, repair or replace the following Sewer Facilities:

1. sewer mains, manholes and appurtenances located within several Town of Londonderry Rights-of-Way and existing sewer easements on private property and homeowner association property within the Mill Pond Subdivision, which includes the streets of Hunter Mill Way, Manter Mill Way, Snowberry Hollow, Grist Mill Hollow, and Bellflower Hollow;

2. Slope and Utility Easement, dated January 30, 1998 and recorded in the Rockingham County Registry of Deeds on February 3, 1998 at Book 3266, Page 0875, conveying from Peter A. Lewis to Brook Hollow Corp. a permanent sewage disposal facilities easement on the easterly sideline of Menter Mill Road containing 12,924 square feet, more or less, over a portion of Tax Map 18, Lot 32, as shown on the Town of Londonderry official tax map, for the right to install, repair, maintain, and replace all sewage disposal facilities within said easement area;
3. any and all rights reserved by Brook Hollow Corp. in *Declaration of Covenants, Restrictions, Easements, Charges, and Liens for Mill Pond Subdivision*, recorded on December 11, 1999, in the Rockingham County Registry of Deeds at Book 3443, Page 1145, to easements for the installation, construction, maintenance, and repair of sewer lines beneath, within and through all roads now existing and to be constructed;
4. easements of record depicted on a certain “Mill Pond Subdivision, Tax Map 18 – Lot 13, Old Derry Road, Londonderry, NH, Force Main Easement Plan”, by True Engineering & Survey, Inc., said plan being dated July 5, 2000, and recorded in the Rockingham County Registry of Deeds as Plan No. D-28264;
5. any and all rights reserved by Brook Hollow Corp. in a Quitclaim Deed dated June 28, 2018 and recorded on July 2, 2018 in the Rockingham County Registry of Deeds at Book 5926, Page 1945;
6. Franchise rights to serve granted by the New Hampshire Public Utilities Commission to the Grantor in *Bodwell Waste Services Corporation*, Docket No. DE 91-050, Order No. 20,404, dated February 26, 1992 and granted by the New Hampshire Public Utilities Commission to the Grantor in *Bodwell Waste Services Corporation*, Docket No. DW 02-025, Order No. 23,975, dated May 22, 2002;
7. New Hampshire Public Utilities Commission approval of the transfer of assets and franchise to Robert S. LaMontagne *Bodwell Waste Services Corporation*, Docket No. DE 94,166, Order No. 21,449, dated December 5, 1994; and
8. All other Sewer Facilities as may be contemplated in the Petition and MOU.

The above sewer mains, manholes, appurtenances, and rights, titles, and interests are hereinafter collectively referred to herein as the “Sewer Facilities.”

Reference is made to previously granted drainage, utility, and slope easements identified in Plan No. D-27677 entitled “Mill Pond Subdivision” dated November 15, 1999 and Plan No. D-37009 “Mill Pond Subdivision” dated October 4, 2011 from Brook Hollow Corp. to the Town of Londonderry by deed dated April 1, 2016, and recorded on April 5, 2016 in the Rockingham County Registry of Deeds at Book 5704, page 12.

The Grantee shall have the right to connect the existing Sewer Facilities to its other sewer facilities benefiting the general public.

The Grantor warrants that all of the conditions of the Petition and the MOU that precede the Grantor's transfers contemplated herein have been met (the "Conditions Precedent to Transfer").

The Grantee herein shall bear any costs associated with repairs, replacement, and maintenance of the Sewer Facilities or other rights transferred herein except for any relating to Conditions Precedent to Transfer. .

It is agreed that the sewer services pipes, mains, manholes, and related equipment installed within the Town of Londonderry Rights-of-Way and the above easement areas, whether fixed to the realty or not, shall be and remain the property of the Grantee, its successors and assigns.


It is the intent of the within grantor, Bodwell Waste Services Corporation, to transfer ownership of all Grantor's s rights, title, and interests in the Sewer Facilities located in the Town of Londonderry, New Hampshire, to the within grantee, the Town of Londonderry. The rights, titles, and interests herein conveyed shall run with the land and shall burden the land in perpetuity.

The within conveyance of the Sewer Facilities and the rights, titles, and interests, granted herein to the Town of Londonderry shall not be construed to create an ownership interest in the subdivisions listed herein and the Town of Londonderry shall not have any rights or obligations as a member of the subdivisions listed herein. The conveyance and rights and easements granted herein are made subject to the restriction that no structures may be erected over the Sewer Facilities or easement area, without the advanced written consent of Grantee.

The Grantor herein hereby releases all rights of homestead, and any other interest, to the within described property.


EXECUTED and effective this 22nd day of December, 2022.

BODWELL WASTE SERVICES CORPORATION



Robert S. LaMontagne, President

BROOK HOLLOW CORP.




Robert S. LaMontagne, President

STATE OF NEW HAMPSHIRE
Hillsborough, SS

On this 22 day of December, 2022 appeared the above named Robert S. LaMontagne, personally known to me (or satisfactorily proven) to be the person whose name appears on the within instrument and acknowledged that he executed the same for the purposes herein contained, as the duly authorized President of Bodwell Waste Services Corporation and President of Brook Hollow Corp., on behalf of the corporations.

Before me,



Notary Public/Justice of the Peace
My commission expires 5/6/2025
[seal]



The Grantee herein accepts the rights, titles, and interests herein conveyed and agrees to comply with the terms and conditions of said conveyance and easement.

TOWN OF LONDONDERRY
Michael Maloney
Name: Michael Maloney
Title: Town Manager
Duly authorized by Town of Londonderry

STATE OF NEW HAMPSHIRE
Rockingham, SS.

Personally appeared, Michael Maloney the duly authorized ^{Town} Manager for the Town of Londonderry and executed the foregoing agreement for the purpose contained therein, on this 22 day of December, 2022.

Before me,

Sally Faucher
Notary Public/Justice of the Peace
My commission expires: July 10, 2024
[seal]

SALLY A. FAUCHER
NOTARY PUBLIC
State of New Hampshire
My Commission Expires
July 10, 2024