



Marcia A. Brown
Attorney at Law

Environmental Law ■ Utility Law

March 10, 2022

VIA ELECTRONIC AND MAIL DELIVERY

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

Re: DW 22-___ Bodwell Waste Services Corporation
Petition for Approval to Terminate Service

Dear Chairman Goldner:

Pursuant to the Commission's temporary filing requirements dated March 17, 2020, and pursuant to Puc 203.06, attached please find the Company's petition to terminate service.

The Company is actively in the process of establishing a web/social media presence so as to alert customers of this filing. Also, because the Company bills quarterly, it will notify customers of this filing in its upcoming quarterly billing to occur on or after April 1st. Bodwell has also included a draft order for the Commission's consideration commencing an adjudicative proceeding. Bodwell plans to have either a web page or social media portal established by the time the Commission issues an order commencing an adjudicative proceeding.

Please add the following individuals to the Commission's service lists:

Stephen P. St. Cyr
Stephen P. St. Cyr & Associates
17 Sky Oaks Drive
Biddeford, ME 04005
stephenpstcy@yahoo.com

Carleton Roberts
LaMontagne Builders Inc.
317 South River Road
Bedford, NH 03110
croberts@lbimail.com

Thank you in advance for your assistance with this filing.

Very Truly Yours,

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

Marcia A. Brown

cc:
ClerksOffice@puc.nh.gov
Energy-Litigation@energy.nh.gov
ocalitigation@oca.nh.gov

STATE OF NEW HAMPSHIRE
BEFORE THE
PUBLIC UTILITIES COMMISSION

Docket No. DW 22-____

Bodwell Waste Services Corporation

PETITION TO DISCONTINUE OPERATIONS
AND
TRANSFER ASSETS AND FRANCHISE

NOW COMES, Bodwell Waste Services Corporation (Bodwell), pursuant to RSA Chapter 374 and hereby petitions the Commission for authority to discontinue service and to transfer Bodwell's sewer mains, manholes, pump stations, force mains, and appurtenances (collectively, Sewer Facilities) and franchise to the City of Manchester (City) and Town of Londonderry (Town or Londonderry), as described below. In support of its petition, Bodwell states as follows:

Parties and Background

1. Bodwell is a regulated public utility that serves approximately 528 residential customers in the Town of Londonderry and City of Manchester. The Commission first authorized Bodwell to provide sewer service in Order No. 20,404, dated February 28, 1992. In Order No. 22,295 (August 8, 1998), the Commission established Bodwell's flat quarterly-rate rate design. Bodwell currently charges \$64.17 per quarter (or \$256.68 per year). Customers also pay an additional quarterly flat and volumetric fee to the City.

2. Bodwell's sewage collection system is more thoroughly described in the testimony of Stephen P. St. Cyr, which is accompanying this petition. Generally, Bodwell's system includes two small pump stations that feed into a larger station, which in turn pumps into

the City's sewer system via a force main installed and owned by Bodwell. Testimony Attachment A contains a map of Bodwell's facilities in Manchester and Londonderry. Much of the infrastructure has been contributed and Bodwell has an outstanding secured loan with Merrimack County Savings Bank (MCSB). See, *Bodwell Waste Services Corporation*, Docket No. DW 17-142, Order No. 26,072 (November 9, 2017). In that docket, the Commission approved a \$450,000/fifteen-year financing. This MCSB note matures in 2032.

3. The City of Manchester is a municipal corporation that provides wastewater collection services within and without its corporation boundary. The City's Division of Public Works-Environmental Protection Division (DPW-EPD) provides services for the collection and treatment of wastewater for the City of Manchester and portions of the Towns of Bedford, Goffstown, and Londonderry. Although the City provides service in Londonderry, the City is only taking Bodwell assets that are within the City; it will not be taking Bodwell assets in Londonderry or providing additional service in Londonderry as part of this instant transaction. The DPW-EPD functions as an enterprise and is fully supported by user fees and grants. The DPW-EPD has 44 full-time employees and complies with all State and Federal wastewater regulations.

4. The Town of Londonderry is a municipal corporation that provides public sewer service in within portions of its corporate boundary. Bodwell provides sewer service to the Mill Pond Subdivision within Londonderry by way of an 8-inch sanitary sewer. This sanitary sewer transports the wastewater to the City for treatment. It is these assets within Londonderry that are excluded from the MOU with the City and will be the subject of an MOU with Londonderry. Thereafter, Bodwell expects the City and Town to enter into their own agreement concerning the City's use of any assets Londonderry acquires.

Sewer Project

5. Since approximately 2009, the City has been upgrading its wastewater collection system and expanding its public sewer service. The City is now in phase 4 of what it calls its Cohas Brook Sewer Project, Contract 4 (Project). The phases of the Cohas Brook Sewer Project is shown in Testimony Attachment B, page 1. The Project is shown on page 2. The Project includes construction of new sewers in southeast Manchester, including approximately 10,800 feet of new 24-inch sanitary sewer and 7,500 feet of new 8-inch sanitary sewer in Sunset Pine Drive, Bodwell Road, Pheasant Lane and cross-country areas at depths up to 27 feet, appurtenances, roadway reconstruction of affected streets, and restoration of private property. The work also includes abandonment/removal of up to five (5) sewer pumping stations and abandonment/removal of approximately 9,600 feet of associated 4-inch to 8- inch force main. Construction duration is expected to take 675 calendar days for substantial completion and 900 calendar days for final completion. Substantial completion of the Project is expected to occur by January 21, 2023, with final completion expected by September 3, 2023. See Testimony Attachment C, Memorandum of Understanding (MOU) at 3, para. 1.

6. The City's Project will extend a new 24-inch interceptor sewer to the Londonderry town line in the vicinity of Bodwell's existing Aaron Drive Pump Station and will further extend the interceptor sewer approximately 600 linear feet into Londonderry, where the interceptor will connect to Bodwell's 8-inch sanitary sewer that receives flow from the Mill Pond Subdivision in Londonderry. Notwithstanding this extension of the interceptor, the City will not be owning or operating this asset in Londonderry, rather, this line will be owned and operated by Londonderry.

Memoranda of Understanding

7. Bodwell and the City have entered into an MOU. Testimony Attachment C. This MOU calls for the City to extend public sewer service to Bodwell such that customers can connect to public sewer and Bodwell can terminate operations. Assuming Commission approval, upon completion of the interconnection, completion of all conditions contained in the MOU, and upon the recording of a deed from Bodwell to the City transferring ownership of Bodwell's Sewer Facilities located in Manchester, the City agrees to take over all "care, operation, maintenance, and repair of the Sewer Facilities" from Bodwell. Testimony Attachment C at 4, para. 4. The transfer of the Sewer Facilities is not a stock transfer or corporate acquisition of Bodwell by the City. Rather, this transaction involves transfer of certain assets and Bodwell's franchise only. Consideration for this transaction on the part of the City is that the City will bear the cost of constructing a main to Bodwell's Sewer Facilities and the City will cover the cost of owning, operating, and maintaining the Sewer Facilities after the transfer of the assets. Bodwell's consideration is that it is transferring its franchise.

8. An MOU between Bodwell and the Town of Londonderry is expected to be completed soon and will be filed with the Commission.

9. In order to meet and maintain the City's construction schedule, Bodwell is required to obtain Commission approval no later than September 15, 2022. See, Testimony Attachment C, at 4 and Testimony Attachment D at 2.

Legal Authority for Discontinuation of Regulated Utility Service

10. The Commission's jurisdiction over franchise market entry also applies to market exit. *Petition of St. James*, Docket No. DW 06-001, Order No. 24,649 at 12 (2006). Pursuant to RSA 374:28, "[t]he commission may authorize any public utility to discontinue ... any part of its

service ... permanently and remove the equipment essential to the same, whenever it shall appear that the public good does not require the further continuance of such service.” *Concord Steam Corporation*, Docket DG 16-769, Order No. 25,966 (November 10, 2016) at 12.

Legal Authority for Franchise Transfer

11. Pursuant to RSA 374:22, I, “[n]o person or business entity ... shall commence business as a public utility within this state ... or shall exercise any right or privilege under any franchise not theretofore actually exercised in such town, without first having obtained the permission and approval of the commission.” The Commission shall grant requests for franchise authority and allow an entity to engage in the business of a public utility when it finds, after a hearing, that the exercise of the right, privilege, or franchise is for the public good. RSA 374:26. Pursuant to RSA 374:30, I, “[a]ny public utility may transfer or lease its franchise, works, or system, or any part of such franchise, works, or system, exercised or located in this state ... when the commission shall find that it will be for the public good and shall make an order assenting thereto, but not otherwise.” In determining whether a proposed franchise or franchise transfer is for the public good, the Commission assesses, among other things, the managerial, financial, and technical expertise of the petitioners. *Lakes Region Water Company, Inc.*, Order No. 26,144 at 5; see also, e.g., *Lakes Region Water Company, Inc.*, Order No. 25,964 (November 10, 2016); *Liberty Utilities (EnergyNorth Natural Gas) Corp. d/b/a Liberty Utilities*, Order No. 25,987 (February 8, 2017).

12. Under RSA 362:4, I through III, municipal corporations furnishing sewage disposal services outside their corporate boundaries are not considered regulated public utilities for purposes of accounting, reporting, or auditing functions. If such municipal corporation is providing service to outside customers at the same rates as inside customers, the municipal

corporation is not considered a regulated public utility. RSA 362:4, III. Here, the City will be charging Bodwell's customers the same rates as it charges inside customers. Further, the City and Town's relationship will continue to be governed by an existing Intermunicipal Sewer Agreement. See Order No. DR 97-239 (August 4, 1998) for reference to the agreement and it not being subject to the Commission's regulation. For these reasons, there are no other approvals needed beyond what is being requested herein.

Orderly Discontinuance of Regulated Service

13. As noted earlier, the Commission has experience with the orderly discontinuance of regulated utility service. The *Concord Steam Corporation* case presented this issue in 2016. In that case, the Commission exercised its authority under RSA Chapter 374 to fashion an orderly discontinuation of regulated utility service and transition of customers to another utility. See, *Concord Steam Corporation*, Docket No. DG 16-769. Here, Bodwell also seeks an orderly discontinuation of its service. Different from the *Concord Steam* case where steam customers transitioned to natural gas or to other forms of energy, sewer service will not be transitioned to another provider. The Bodwell customers presently receive a bill from the City and will continue to receive a bill from the City after Bodwell ceases operation. Importantly, because these customers use Bodwell's service to transport their wastewater to the City for treatment, they will no longer receive a bill from Bodwell after the City's Project is complete and Bodwell's assets are transferred to the City and Town. For this reason, Bodwell's discontinuance of regulated utility service will be much simpler than the *Concord Steam* case and will more easily satisfy the public good standard under RSA 374:28.

Phase-Out of Customer Rates and Payment of Regulatory and Administrative Expenses

14. As noted above, Bodwell has an outstanding loan commitment and satisfaction of that loan will not occur until 2032. The Commission approved this loan as a refinancing of an existing loan that were, in turn, incurred for plant additions and to pay expenses such as the loan from the owner. As part of the phase-out of its business, Bodwell requests that the Commission approve continuation of Bodwell's present customer rates, \$64.17 per quarter (or \$256.68 per year), and that the proceeds of these rates be applied fully and directly to pay off the MCSB note sooner than its existing term. According to the schedule in Attachment E, if all customer proceeds are applied to pay off the MCSB note, pay-off is expected to occur after receipt of the first quarter customer billing in January 2025. This payoff would be seven years earlier than the present maturity and would allow Bodwell to conclude its financial obligations of the sewer company. This schedule assumes all current customers pay their bills in entirety.

15. Bodwell also requests recovery of its other reasonable administrative expenses and regulatory costs for winding down its affairs as a regulated utility. Such expenses associated with winding down the affairs of a regulated utility have been approved in the past by this Commission. See e.g., *Concord Steam* where the Commission approved recovery of decommissioning costs. *Concord Steam Corporation*, Docket No. DG 16-769, Order No. 25,966 (November 10, 2016). Further, the Commission regularly approves regulatory costs for recovery as well as costs customarily incurred to start a utility. See, e.g., *Mill Brook Village Water System*, Order No. 25,754 (January 14, 2015) whereby the Commission approved Mill Brook's pre-regulated utility costs in rates (see, e.g., N.H. Uniform System of Accounts for Water Utilities, Account 186 Miscellaneous Deferred Debits.) Bodwell requests that these expenses to

wind down its affairs be recovered as a one-time surcharge on customer bills once these expenses are known at the end of the proceeding.

Conclusion

16. Bodwell believes termination of operations is in the best interest of its customers because after payoff of the MCSB loan and Bodwell's costs to wind down its affairs, customers will only pay for sewer charges from the City; they will no longer have a sewer bill from both Bodwell and the City. Bodwell expects the transfer to be seamless to customers in that after the transfer of assets, customers will still be able to call the City's customer service department as they do now for any billing or service questions. Bodwell believes acquisition of its Sewer Facilities and franchise by the City under the MOU is in the public interest because the City has demonstrated through its operation of its public sewer service and decades-long sewer project, that it has the requisite managerial, technical, financial, and legal expertise to provide sewer service within the Bodwell franchise.

WHEREFORE, Bodwell respectfully requests that the Commission:

- A. Authorize Bodwell to discontinue operations upon interconnection with the City's public sewer system;
- B. Find that the City possesses the requisite managerial, technical, financial, and legal expertise to provide sewer service outside of its corporate bounds within the Bodwell service territory;
- C. Authorize Bodwell to collect its current rates from customers until the MCSB loan is fully repaid;
- D. Relieve Bodwell of all reporting obligations, including the filing of Annual Reports;

- E. Authorize Bodwell to recover its expenses and costs related to winding down its affairs; and
- F. Grant such other relief as is just and equitable.

Respectfully submitted,

Bodwell Waste Services Corporation

By its Attorney,
NH BROWN LAW, PLLC

Date: March 10, 2022

By:

Marcia A. Brown

Marcia A. Brown, Esq.
20 Noble Street
Somersworth, NH 03878
(603) 219-4911
mab@nhbrownlaw.com

Certificate of Service

I hereby certify that on this day a copy of this petition has been emailed to the Office of the Consumer Advocate and the Department of Energy.

Date: March 10, 2022

Marcia A. Brown

Marcia A. Brown, Esq.

Bodwell Waste Services Corporation
before the
New Hampshire Public Utilities Commission
DW 22-____
Direct Testimony of Stephen P. St. Cyr

BACKGROUND

Q. Please state your name and address.

A. Stephen P. St. Cyr of Stephen P. St. Cyr & Associates (“SPS&A”), 17 Sky Oaks Drive,
Biddeford, Me. 04005.

Q. Please state your present employment position and summarize your professional and
educational background.

A. I am presently employed by SPS&A, which primarily provides accounting, management,
and regulatory services. SPS&A devotes a significant portion of the practice to serving
utilities. SPS&A has a number of regulated water and sewer utilities among its clientele.
I have prepared and presented a number of franchise, financing, and rate case filings
before the New Hampshire Public Utilities Commission (“NHPUC”). Prior to
establishing SPS&A, I worked in the utility industry for 16 years, holding various
managerial, accounting, and regulatory positions. I have a Business Administration
degree with a concentration in accounting from Northeastern University in Boston, Ma. I
obtained my CPA certificate from Maryland (but not certified in NH due to different
certificate requirements). I obtained a master level Certificate in Taxation from NH
College (now Southern New Hampshire University).

Q. Is SPS&A presently providing services to Bodwell Waste Services Corporation

1 “Bodwell”)?

2 A. Yes. SPS&A provides administrative services overseeing the billing and collection
3 process, recording deposits and paying bills, reviewing cash position, preparing financial
4 statements, preparing the NHPUC Annual Report, assisting in preparing the tax returns
5 and other administrative matters including overseeing the planning, operation and
6 maintenance of the facilities. SPS&A also assists Bodwell in various regulatory filings
7 including expansion of its franchise, financing of construction projects and adjusting
8 rates. SPS&A has been engaged to assist in the preparation of this petition, testimony,
9 and exhibits.

10 Q. What is the purpose of your testimony?

11 A. The purpose of my testimony is to support Bodwell’s efforts to discontinue its franchise,
12 to discontinue operations, to transfer assets, to pay off its outstanding loan balance and
13 other expenses and to recover its proceeding costs. As to the loan, Bodwell has an
14 outstanding secured loan with Merrimack County Savings Bank (“MCSB”). See,
15 *Bodwell Waste Services Corporation*, Docket No. DW 17-142, Order No. 26,072
16 (November 9, 2017). In that docket, the NHPUC approved a \$450,000/fifteen-year
17 financing. This MCSB note matures in 2032. The transfer of assets discussed later in
18 this testimony does not include this loan, therefore Bodwell will remain responsible for
19 paying off this loan.

20 Q. Please provide an overview of Bodwell.

21 A. Bodwell was incorporated on June 19, 1992 as a private sewer service to serve area
22 housing developments. It first began to operate as a sewer utility on July 6, 1992. A map
23 of Bodwell’s service territory is attached as Attachment A. It is presently owned by

1 Robert S. LaMontagne. Mr. LaMontagne is the only officer and director, and he is not
2 compensated for those positions. The Company is managed by SPS&A. Bodwell now
3 has approximately 528 customers in the southeast corner of the City of Manchester and in
4 the Town of Londonderry (“Town”) off Bodwell Road. Bodwell collects sewage and
5 pumps the sewage through its wastewater system from Bodwell Road to where it
6 connects to the City of Manchester’s (“City”) public sewer system for treatment.
7 Bodwell has three pump stations, mains, and services. At 12/31/21 Bodwell had Assets
8 and Other Debits amounting to \$650,467, of which its total net utility plant amounted to
9 \$508,685. It also had Liabilities and Capital amounting to \$650,467, of which its total
10 long-term debt amounted to \$355,529. See 2021 NHPUC Annual Report, Schedule F-1.
11 Its 2021 Operating Revenues amounted to \$156,334. Its 2021 Net Income (Loss)
12 amounted to -\$22,550. See 2021 PUC Annual Report, Schedule F-2. It has been 16
13 years since its last rate case. Its current rate of \$64.17 per quarter was authorized in DW
14 04-145. Because customers receive sewer service from both Bodwell and the City,
15 Bodwell customers also pay a City sewer bill.

16 Q. If Bodwell seeks to discontinue operations, then who will be taking over this service?

17 A. If approved by the Commission, the City and Town. The City’s Cohas Brook Sewer
18 project is nearing its final stage and because of this project, the City will soon be able to
19 provide sewer service to Bodwell’s customers who reside within the City. See
20 Attachment B for maps of the Cohas Brook Sewer Project and its phases of construction.
21 The City and Bodwell have entered into an agreement to transition sewer service to these
22 customers fully to the City. An agreement with the Town is pending.

DESCRIPTION OF CITY COHAS BROOK SEWER PROJECT

Q. Please provide a brief description of the City's sewer project.

A. The Cohas Brook Sewer Project – Contract 4 (“Project”) is the final project in a decade-long program to expand the City's wastewater collection system to the southeastern section of the City. The Project is now under construction and will include approximately 10,000 linear feet of new 24-inch diameter interceptor sewer in cross-country along the Bodwell road corridor, adjacent to Cohas Brook, and extending between Cohas Avenue and the Londonderry town line. The Project also includes approximately 7,500 linear feet of new 8-inch collector sewer in Bodwell Road, Pheasant Lane and other areas. The Project will extend public sewer service to more than 1,000 living units in southeastern Manchester, which currently discharges their sewer to the private wastewater collection system currently owned by Bodwell. The Project will extend a new 24-inch interceptor sewer to the Londonderry town line in the vicinity of Bodwell's existing Aaron Drive Pump Station and will further extend the interceptor sewer approximately 600 linear feet into Londonderry, where the interceptor will connect to Bodwell's existing 8-inch sanitary sewer that receives flow from the Mill Pond Subdivision in Londonderry. The new 24-inch interceptor sewer will connect to Bodwell's existing 8-inch sanitary sewer in the vicinity of an existing Bodwell drop manhole, which will allow gravity sewer service to be maintained throughout the Project areas without the need for pumping. As a result of the Project, there will no longer be a need for Bodwell's pump stations. Therefore, these pump stations will be removed from service and demolished as part of the City's Project. See Attachment C, Memorandum of Understanding (“MOU”) between the City of Manchester, New, Hampshire and Bodwell

Waster Services Corporation.

Q. As a result of the Project, what is Bodwell's intent with respect to the franchise area, the operation and maintenance of the facilities and assets?

A. It is Bodwell's intent to discontinue and dissolve the franchise, discontinue operation and maintenance of the facilities and transfer its remaining assets located within Manchester to the City and those assets located within Londonderry to the Town. As noted above, Bodwell's three pump stations will no longer be needed and as such, Bodwell will no longer need to operate and maintain them. Additionally, because the City and Town will be taking over Bodwell's remaining assets (sewer mains, manholes and appurtenances), Bodwell will no longer need to operate or maintain those assets either.

Q. Will Bodwell be paid any money for the assets it transfers? Please explain.

A. No. The City is already paying alot to extend its mains to the Bodwell franchise area. As part of the MOU, the City is also decommissioning Bodwell's pump stations as part of Contract 4. This is explained in Condition 2 of the MOU. The City estimates that it will cost over \$1 million dollars to decommission the pump stations. This is much more than Bodwell's book value and should be considered adequate compensation to Bodwell and its customers.

Q. How has the City structured the Bid Documents for the Project as it pertains to Bodwell's 3 pump stations?

A. Bodwell and the City have not presumed NHPUC approval of Bodwell's discontinuance of operations, however, they have included elements in the Project that will allow the City to still bid the Project and be flexible in dismantling the three pump stations if the NHPUC approves Bodwell's petition. Specifically, the City has structured the Bid

Documents for the Project to include three (3) distinct bid alternates that the City can elect to add to the Project and construct. Each bid alternative includes new sewer infrastructure that will redirect wastewater flows currently entering the three Bodwell pump stations to the new 24-inch diameter interceptor sewer constructed as part of the Project, thereby allowing the pumping stations and force mains to be removed from service and abandoned prior to transferring assets and ownership of the remaining sewer facilities to the City. Authorization to proceed with each bid alternate shall be determined by the City, which shall be dependent upon satisfactorily meeting the conditions of the MOU.

TERMS OF MOU

Q. What are the conditions of the MOU?

A. There are 6 conditions that have to be met.

Q. Please identify the 6 conditions.

A. The 6 conditions are located on pages 3, 4, and 5 of the MOU and summarized as follows:

(1) Bodwell agrees to immediately proceed to file necessary application with the NHPUC to dissolve the franchise and transfer Bodwell's sewer facilities located in the City of Manchester to the City. Bodwell agrees to endeavor to obtain as expeditiously as possible all necessary approvals from the NHPUC so that construction work associated with the three bid alternatives may be reasonably completed within the contract times associated with the Project. The current Project contract times are January 21, 2023 for substantial completion and September 3, 2023 for final completion. Therefore, in accordance with the City's current contract with its selected general contractor, construction work associated with all three bid alternatives must proceed and be completed by January 21, 2023 in order for the sewer facilities to be transferred to the City as part of the Project. To allow the general contractor sufficient time to construct the improvements with all three bid alternates by January 21, 2023, Bodwell shall obtain all necessary NHPUC approvals by no later than September 15, 2022.

(2) Following receipt of necessary approvals by the NHPUC, the City and Bodwell agree to execute a Sewer Facilities Deed of Transfer to transfer ownership of the sewer facilities located in City.

(3) The Sewer Facilities Deed of Transfer shall establish an appropriate schedule for transferring the ownership of the Sewer Facilities from Bodwell to the City in a manner that corresponds to the planned construction sequence for the Contract 4 Project. The formal transfer of ownership of the Sewer Facilities shall coincide with the substantial completion of construction from Bid Alternate Nos. 1, 2 and 3. The substantial completion of construction for the Bid Alternate Nos, 1, 2, and 3 and the formal transfer of the ownership of the Sewer Facilities shall occur prior to the franchise dissolution of Bodwell.

(4) Upon recording of the Sewer Facilities Deed of Transfer, substantial completion of construction of Bid Alternate 1, 2, and 3, and the formal transfer of the Sewer Facilities to the City, Bodwell shall no longer have any obligation with respect to the care, operation, maintenance, and repair of the Sewer Facilities.

(5) If Bodwell does not meet the conditions, the City reserves the right to refuse ownership of the Sewer Facilities by not executing the Sewer Facilities Deed of Transfer or by postponing executing the Sewer Facilities Deed of Transfer until such time that the conditions are satisfactorily met in the opinion of the City.

(6) During the course of constructing the Project, it will become necessary to remove and/or relocate sections of the Bodwell's existing force main for Bodwell's existing Rosecliff pump station that along the Bodwell Road corridor.

Q. Does Bodwell have an MOU with the Town for the transfer of those assets?

A. No, not yet. Bodwell and the Town are still finalizing their agreement on the transfer of the assets. As soon as that agreement is drafted, Bodwell will file it with the Commission. Bodwell chose not to delay its present filing with the Commission until receipt of that Town MOU because time is of the essence with respect to obtaining Commission approval and meeting the City's conditions.

Q. Is there anything else that you would like to address?

1 A. Bodwell would like to emphasis the timeline cited in the MOU, namely the current
2 Project contract times are January 21, 2023 for substantial completion and September 3,
3 2023 for final completion. Therefore, in accordance with the City's current contract with
4 its selected general contractor, construction work associated with all three bid alternatives
5 must proceed and be completed by January 21, 2023 in order for the sewer facilities to be
6 transferred to the City as part of the Project. To allow the general contractor sufficient
7 time to construct the improvements with all three bid alternates by January 21, 2023,
8 Bodwell needs to obtain all necessary NHPUC approvals by no later than September 15,
9 2022. See Attachment C, MOU at page 4 and Attachment D at page 2.

10 LOAN AND OTHER EXPENSES

11 Q. In addition to the conditions identified in the MOU, is there anything else that Bodwell
12 needs in order to proceed?

13 A. Yes. Bodwell has a NHPUC approved loan with Merrimack County Savings Bank. The
14 balance on the loan at December 31, 2021 amounted to \$355,529. At January 31, 2023,
15 for substantial completion and September 3, 2023 for final completion, the projected loan
16 balances will be \$328,615.14 and \$310,363.38, respectively. In order to pay the loan off,
17 Bodwell proposes to continue to bill its customers \$64.17 per quarter and use the
18 proceeds to pay off the loan. See Attachment E for a schedule of loan payments.

19 Q. How long would Bodwell need to bill customers after the Bodwell assets are transferred
20 to the City and Town.

21 A. Assuming \$64.17 from 528 customers per quarter, a projected revenue of approximately
22 \$33,881.76 per quarter, Bodwell expects that the billing would need to continue for 10-12
23 quarters. That equates to 2 ½ to 3 years. At that point, the Bodwell portion of customers'

sewer expenses would cease and customers would then only have to pay the City.

Q. Will this billing cover all of the Bodwell's expenses as a public utility?

A. No. Bodwell will be incurring other and regulatory expenses related to winding down its utility affairs and terminating service. Bodwell proposes that it recover its costs and this proceeding's costs in the form of a surcharge on customer bills. The Company proposes that it file with the NHPUC its accounting of proceeding costs so that the NHPUC, Department of Energy, Office of the Consumer Advocate and any other intervenors can review and audit the costs prior to establishing the surcharge rate and term. Presumably, the term for the surcharge on customer bills would be shorter than the term needed for repayment of the loan, which I previously noted could take 10 – 12 quarters, or 2 ½ - 3 years.

CONCLUSION

Q. Would you please summarize what the Company is requesting in this proceeding?

A. The Company is seeking NHPUC approval to discontinue the franchise, to discontinue operations, to transfer assets to the City and Town, to continue billing customers its present rate so that proceeds can be used to pay off the outstanding loan balance, and authority to impose a customer surcharge so as to recover other administrative expenses and its regulatory costs for this proceeding.

Q. Does this conclude your testimony?

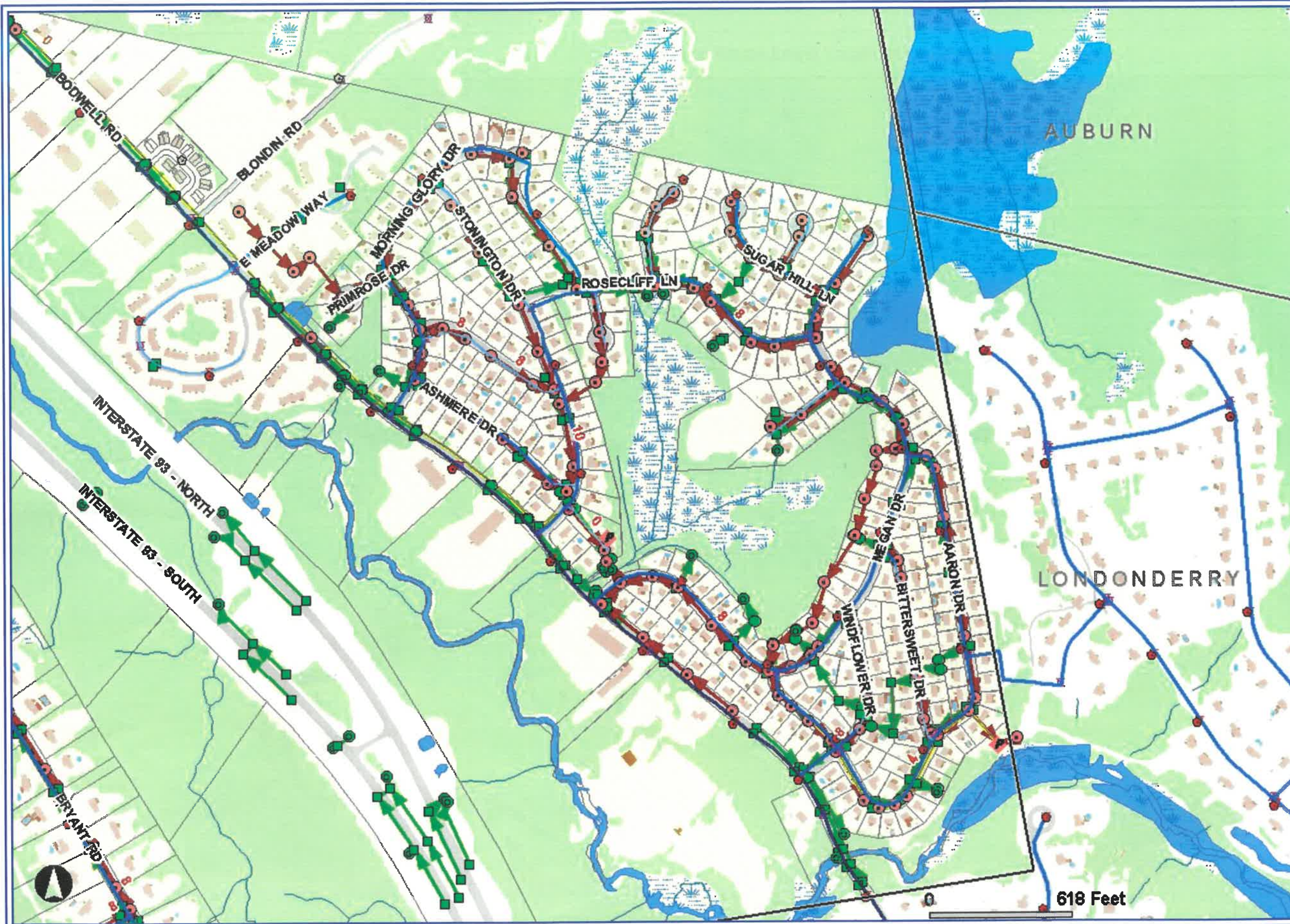
A. Yes.

SPSt. Cyr

03/10/22

City of Manchester
 Bodwell Waste Sewer locations

Locus Map



Disclaimer

The information appearing on this map is for the convenience of the user and is not an official public record of the City of Manchester, NH (the "City"). This map is not survey-quality. All boundaries, easements, areas, measurements, rights-of-way, etc., that appear are derived from varied data sets which may be individually compiled at different map scales. In such cases, some geographic information from different data sets may appear in inaccurate relationship to each other. Therefore, geographic features shown on this map should only be considered approximations, and as such have no official or legal value. The City makes no warranties, expressed or implied, concerning the accuracy, completeness, reliability, or suitability of this information for any particular use. The City assumes no liability whatsoever associated with the use or misuse of this information. The official public records from which this information was compiled are kept in the offices of various City, County, and State government agencies and departments, and are available for inspection and copying during normal business hours. By using this map, you agree to these terms and conditions.

- ⊙ Sewer manhole
- Sewer pipe
- Ⓟ Private Pump Station

Yellow line - Sewer force pipe






Bodwell Waste Sewer Locations

Attachment A



Map Theme Legends

Sewer Facilities

-  Pump Stations
-  Sewer Manholes
-  Londonderry Gravity Mains
-  Private or Other Gravity Mains
-  Sewer Force Mains

Town of Londonderry



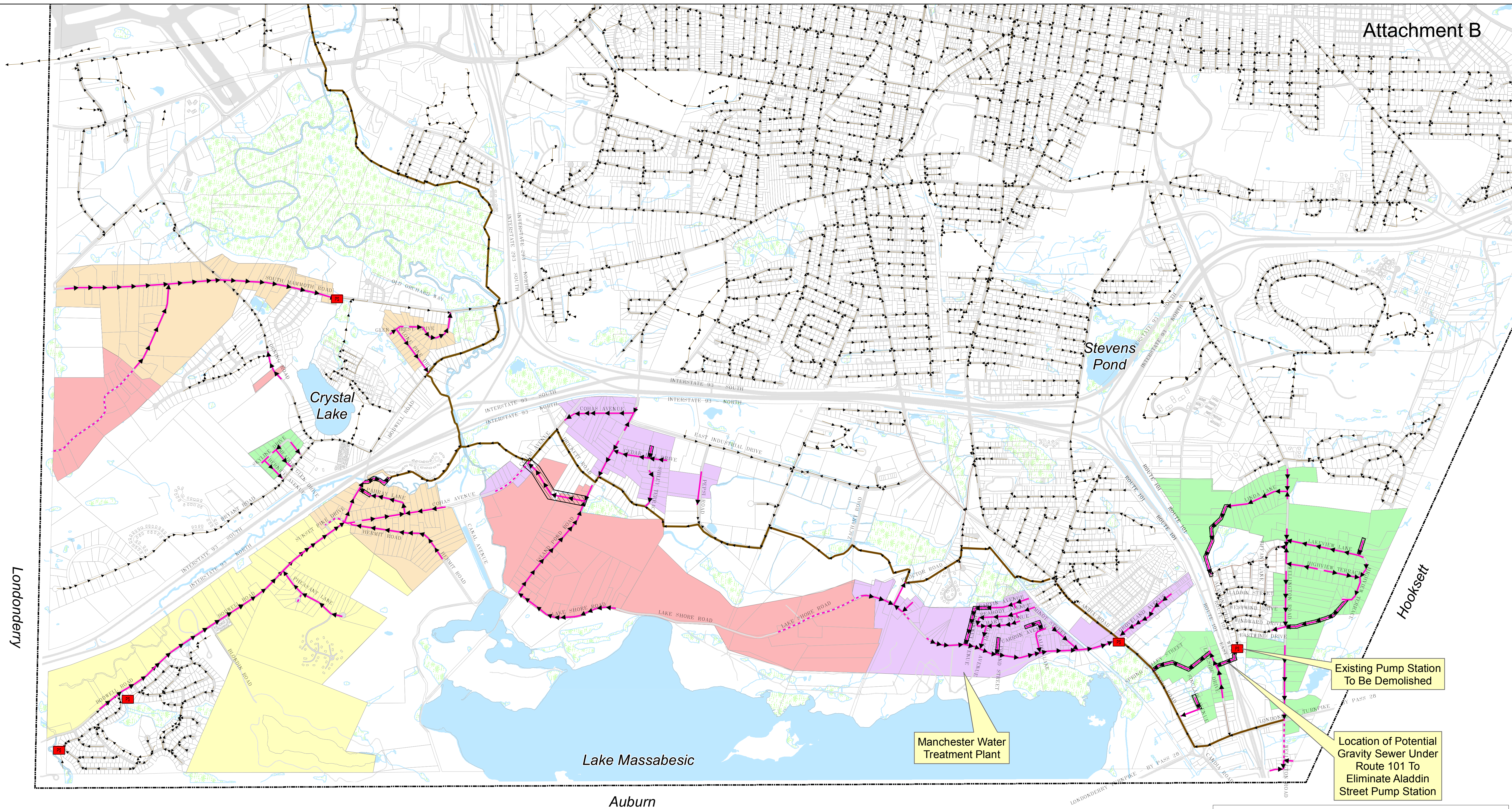
MAP FOR REFERENCE ONLY
NOT A LEGAL DOCUMENT

Town of Londonderry, NH makes no claims and no warranties, expressed or implied, concerning the validity or accuracy of the GIS data presented on this map.

Geometry updated 05/04/2021
Data updated 06/05/2020

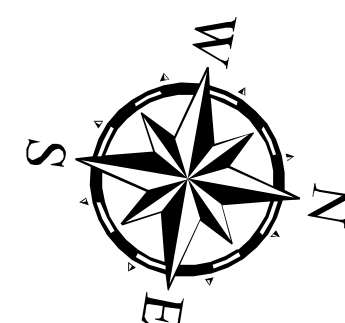
Print map scale is approximate. Critical layout or measurement activities should not be done using this resource.

Attachment B



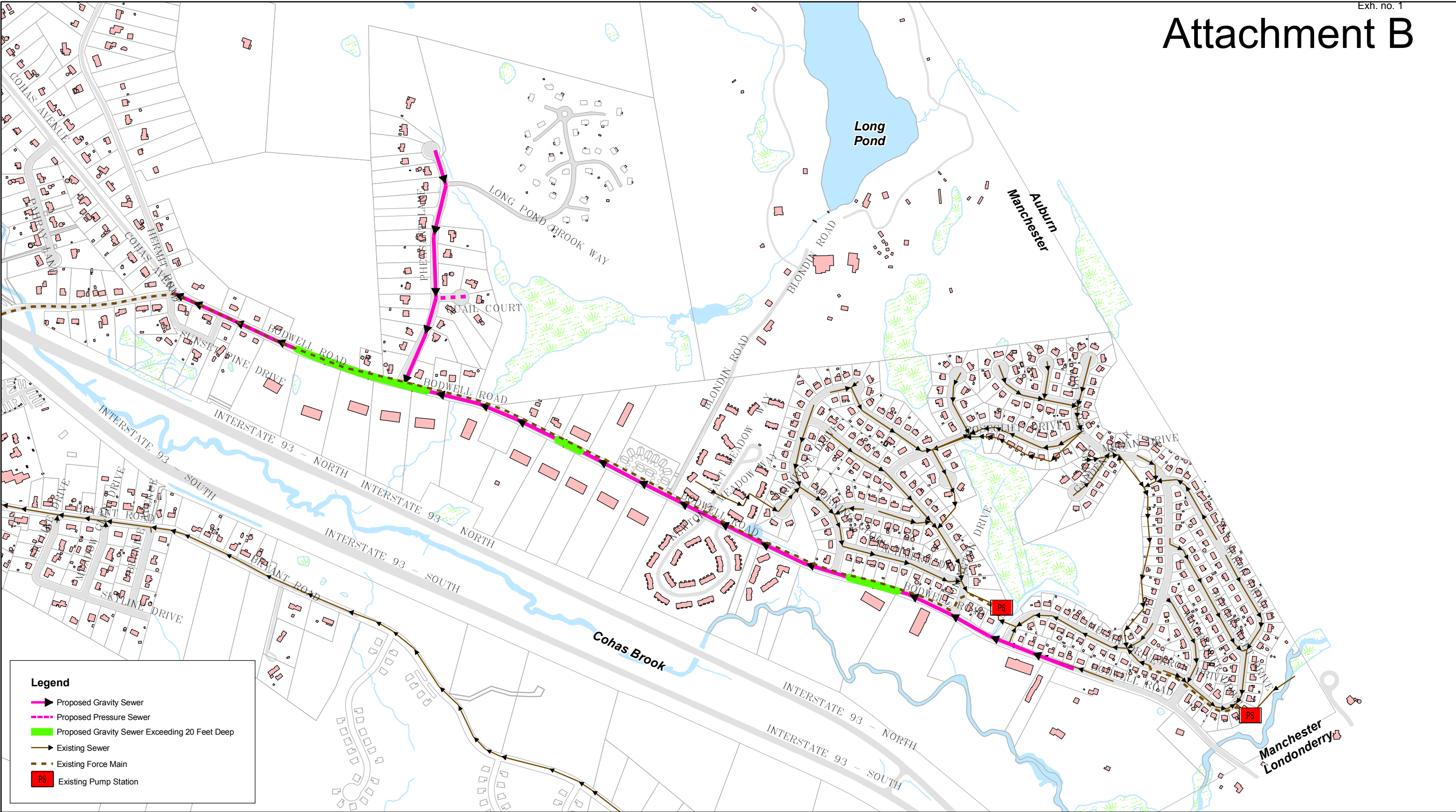
Legend

- Existing Pump Station
- Existing Sewer
- Existing Sewer Interceptor
- Proposed Gravity Sewer
- Proposed Pressure Sewer
- Anticipated Easements
- Contract 1 Sewer Area
- Contract 2 Sewer Area
- Contract 3 Sewer Area
- Contract 4 Sewer Area
- Other Future Sewers



0 1,000 2,000 Feet

Attachment B



Legend

- Proposed Gravity Sewer
- Proposed Pressure Sewer
- Proposed Gravity Sewer Exceeding 20 Feet Deep
- Existing Sewer
- Existing Force Main
- Existing Pump Station



CDM Manchester, New Hampshire
Cohas Brook Sewer Master Plan
**Cohas Brook Sewer Project
Proposed Contract 4**

Figure 5-4
Page 23

Memorandum of Understanding

between

The City of Manchester, New Hampshire
(as represented by the Department of Public Works, Environmental Protection Division)

and

Bodwell Waste Services Corporation

The purpose of this Memorandum of Understanding (MOU) is to establish an agreement between the City of Manchester, New Hampshire, as represented by the Department of Public Works, Environmental Protection Division (Manchester EPD) and the Bodwell Waste Services Corporation (Bodwell Waste), a New Hampshire corporation, to transfer ownership of existing private sanitary sewer facilities located in Manchester, NH to the Manchester EPD, subject to the terms and conditions as described below.

Existing Bodwell Waste Sewer Facilities

Bodwell Waste is a private utility that was previously established to provide wastewater collection service for several large residential developments that were constructed in the early 1990s in the southeastern corner of Manchester near the Londonderry town line. Bodwell Waste currently owns, operates, and maintains 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, dated April 1989 and recorded with the Hillsborough County Registry of Deeds as Plan No. 24393), which 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;
- 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, 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;
- 3) sewer mains, manholes and appurtenances located within private roads within the Eastmeadow Condominiums, which is located on East Meadow Way;
- 4) three existing sewer pump stations and associated force mains that serve the aforementioned areas, including:

Memorandum of Understanding

Page 2 of 6

- Rosecliff Pump Station located at 21 Stonington Drive (Map 887B, Lot 203)
- Aaron Drive Pump Station located on Map 887A, Lot 144 (in the general area south of 209 Aaron Drive, Map 887A, Lot 71)
- Eastmeadow Way Pump Station located off of East Meadow Way in the Eastmeadow Condominiums

These sewer mains, manholes, pump stations, force mains, and appurtenances are hereinafter collectively referred to as the Sewer Facilities.

Cohas Brook Sewer Project – Contract 4

The Cohas Brook Sewer Project – Contract 4 (Contract 4 Project) is the final project in a decades-long program by the Manchester EPD to expand the City's wastewater collection system to the southeastern section of the City, which are areas within the Lake Massabesic and Cohas Brook watersheds. Lake Massabesic continues to serve as the primary source of drinking water for the City and several surrounding communities and Cohas Brook drains to Pine Island Pond, which is used extensively for recreational purposes. The main objective of the program has and continues to be the extension of sewer service to hundreds of homes and apartment buildings that discharge their sewage to individually-owned and maintained septic systems, which have been a source of pollution to Lake Massabesic and Cohas Brook.

Initial projects within the program focused on the extension of the Cohas Brook Interceptor Sewer to this part of the City. The Manchester EPD's Cohas Brook Sewer Master Plan then called for the design and construction of four (4) separate, prioritized sewer extension projects to collect wastewater flow from individual neighborhoods and transport it to the Cohas Brook Interceptor Sewer, and eventually to the Manchester Wastewater Treatment Plant for treatment prior to discharge to the Merrimack River. Three of the sewer extension projects have been completed to date:

- 1) Construction of Contract 1, concentrated in the Lake Shore Road area at the northwest end of Lake Massabesic, was completed in 2012;
- 2) Construction of Contract 2, centered mostly along Wellington Road at the north end of Lake Massabesic, was completed in 2014;
- 3) Contract 3 included approximately 14,000 linear feet of new 8-inch through 24-inch diameter sewer to extend sewer service to the South Mammoth Road and Bodwell Road areas and was completed in summer 2016.

The Contract 4 Project is now under construction and will include approximately 10,000 linear feet of new 24-inch diameter interceptor sewer in cross-country areas along the Bodwell Road corridor, adjacent to Cohas Brook, and extending between Cohas Avenue and the Londonderry town line. The project also includes approximately 7,500 linear feet of new 8-inch collector sewer in Bodwell Road, Pheasant Lane and other areas (**refer to Figure 1**). The Contract 4 Project will extend public sewer service to more than 1,000 living units in southeastern Manchester, which currently discharge their sewer to either individually owned and maintained on-site septic systems or, for the areas described previously, to the private wastewater collection system currently owned by Bodwell Waste.

The Contract 4 Project will extend a new 24-inch interceptor sewer to the Londonderry town line in the vicinity of the existing Aaron Drive Pump Station, and will further extend the interceptor sewer

approximately 600 linear feet into Londonderry, where the interceptor will connect to an existing 8-inch sanitary sewer that receives flow from the Mill Pond Subdivision in Londonderry. The new 24-inch interceptor sewer will connect to the existing 8-inch sanitary sewer in the vicinity of an existing drop manhole, which will allow gravity sewer service to be maintained throughout the Contract 4 Project area without the need for pumping. As a result, the Contract 4 Project will allow the existing Rosecliff Pump Station, the Aaron Drive Pump Station, and the Eastmeadow Way Pump Station to be removed from service and demolished.

Proposed Franchise Dissolution of Bodwell Waste and Transfer of Sewer Facilities to Manchester EPD

Bodwell Waste has stated its intent to dissolve the franchise during the construction of the Contract 4 Project, once construction has advanced to the point that the Rosecliff Pump Station, Aaron Drive Pump Station, and the Eastmeadow Way Pump Station can be removed from service and the flows currently entering those pump stations can be redirected to the new sewers constructed as part of the Contract 4 Project. Pending approval of the Manchester Board of Mayor and Alderman, the EPD intends to assume ownership of all current Bodwell Waste Sewer Facilities located in the City of Manchester, which are described above, to facilitate franchise dissolution of Bodwell Waste, with the exception of the aforementioned pump stations and their associated force mains and appurtenances, which will be removed from service and demolished as part of the Contract 4 Project, and with the exception of all sewer service pipes located between the sewer mains and buildings.

To help facilitate the transfer of the Sewer Facilities to the Manchester EPD during construction of the Contract 4 Project, the Manchester EPD has structured the Bid Documents for the Contract 4 Project to include three (3) distinct bid alternates that the Manchester EPD can elect to add to the Contract 4 Project and construct. Each bid alternate includes new sewer infrastructure that will redirect wastewater flows currently entering the Rosecliff Pump Station, Aaron Drive Pump Station, and Eastmeadow Way Pump Station, respectively, to the new 24-inch diameter interceptor sewer constructed as part of the Contract 4 Project, thereby allowing the pumping stations and force mains to be removed from service and abandoned prior to transferring ownership of the remaining Sewer Facilities to the Manchester EPD. Authorization to proceed with each bid alternate shall be determined by the Manchester EPD, which shall be dependent upon satisfactorily meeting the conditions of this MOU as cited below.

Therefore, this MOU includes the following conditions:

- 1) Bodwell Waste agrees to immediately proceed to file necessary applications with the State of New Hampshire Public Utilities Commission (PUC) to dissolve the franchise and transfer the corporation's Sewer Facilities located in the City of Manchester (as described above) to the Manchester EPD. Bodwell Waste agrees to endeavor to obtain as expeditiously as possible all necessary approvals from the PUC so that construction work associated with the three aforementioned bid alternates may be reasonably completed within the Contract Times associated with the Contract 4 Project. The current Contract 4 Project Contract Times are January 21, 2023 for substantial completion and September 3, 2023 for final completion. Therefore, in accordance with Manchester EPD's current contract with its selected general contractor, construction work associated with all three bid alternates must proceed and be completed by January 21, 2023 in order for the Sewer Facilities to be transferred to the Manchester EPD as part of the Contract 4 Project. To allow the general contractor sufficient time to construct the improvements associated with all three bid alternates by January 21,

Memorandum of Understanding

2023, Bodwell Waste shall obtain all necessary PUC approvals no later than September 15, 2022.

- 2) Following receipt of necessary approvals by the PUC, the Manchester EPD and Bodwell Waste agree to execute a Sewer Facilities Deed of Transfer to transfer ownership of the Sewer Facilities located in the City of Manchester (as described above, excluding the Rosecliff Pump Station, Aaron Drive Pump Station, Eastmeadow Way Pump Station, and their associated force mains and appurtenances that will be removed from service as part of the Contract 4 Project, and excluding all sewer service pipes located between the existing sewer mains and individual buildings) to the Manchester EPD. The Sewer Facilities Deed of Transfer will include all existing sewer easements previously established to allow access to operate, maintain, improve, or replace the Sewer Facilities). Prior to executing the Sewer Facilities Deed of Transfer, Bodwell Waste shall verify that appropriate sewer easements exist for all Sewer Facilities that will be transferred to the Manchester EPD, except those Sewer Facilities already located within City Rights-of-Way, and will provide documentation of such easements to the Manchester EPD. The Sewer Facilities Deed of Transfer shall be executed by Bodwell Waste prior to the dissolution of the corporation and successfully filed with the Hillsborough County Registry of Deeds.
- 3) The Sewer Facilities Deed of Transfer shall establish an appropriate schedule for transferring the ownership of the Sewer Facilities from Bodwell Waste to the Manchester EPD in a manner that corresponds to the planned construction sequence for the Contract 4 Project. The formal transfer of ownership of the Sewer Facilities shall coincide with the substantial completion of construction for Bid Alternate Nos. 1, 2 and 3 (refer to **Figure 1**). The substantial completion of construction for Bid Alternate Nos. 1, 2 and 3 and the formal transfer of ownership of the Sewer Facilities shall occur prior to the franchise dissolution of Bodwell Waste.
- 4) Upon recording of the Sewer Facilities Deed of Transfer, substantial completion of construction of Bid Alternate Nos. 1, 2 and 3, and the formal transfer of Sewer Facilities to the Manchester EPD, Bodwell Waste shall no longer have any obligation with respect to the care, operation, maintenance, and repair of the Sewer Facilities.
- 5) If Bodwell Waste does not meet the conditions set forth herein, the Manchester EPD reserves the right to refuse ownership of the Sewer Facilities by not executing the Sewer Facilities Deed of Transfer or by postponing executing the Sewer Facilities Deed of Transfer until such time that the conditions are satisfactorily met in the opinion of the Manchester EPD. It is acknowledged that delays with respect to Bodwell Waste obtaining the necessary approvals from the PUC and executing the Sewer Facilities Deed of Transfer could lead to related delays with the Manchester EPD authorizing construction of Bid Alternate Nos. 1, 2 and 3, which in turn could lead to claims for extra work by Manchester EPD's selected general contractor for the Contract 4 Project (e.g. remobilization costs due to construction sequencing/scheduling interruptions, etc.). If such delays or claims for extra work arise, the Manchester EPD reserves the right to refuse ownership of the Sewer Facilities by not executing the Sewer Facilities Deed of Transfer or by postponing executing the Sewer Facilities Deed of Transfer.
- 6) During the course of constructing the Contract 4 Project, it will become necessary to remove and/or relocate sections of the existing force main for the existing Rosecliff Pump Station that

Memorandum of Understanding

Page 5 of 6

are located along the Bodwell Road corridor. Modifications to the existing force main may necessitate interim alterations to the Rosecliff Pump Station to ensure its continued operation during construction of the Contract 4 Project (e.g. modify number/arrangement of pumps, drive/belt configurations, etc. due to temporary changes in total dynamic pressure). Bodwell Waste agrees to coordinate with the Manchester EPD and its general contractor during construction of the Contract 4 Project to allow the general contractor to access the pump stations and equipment. The Manchester EPD's general contractor will provide all labor, materials, equipment, and other related expenses to alter the pump station as required to maintain suitable operation until the pump stations can be removed from service.

The signatories hereby establish this mutual understanding in good faith, as outlined above, and agree to the terms and conditions of this Memorandum of Understanding.

AUTHORIZED SIGNATURES

**Environmental Protection Division
Department of Public Works
City of Manchester**

Bodwell Waste Services Corporation

Frederick J. McNeill, P.E.
Chief Engineer

Robert S. LaMontagne
President

(date)

12/14/21
(date)

Witness

Witness

Memorandum of Understanding

STATE OF NEW HAMPSHIRE

HILLSBOROUGH COUNTY

On this ____ day of _____, 2021 appeared the above named **Frederick J. McNeill, P.E.**, personally known to me (or satisfactorily proven) to be the person whose name appears in the within instrument and acknowledged that he executed the same for the purposes herein contained, as the duly authorized representative of the **Environmental Protection Division, Department of Public Works, City of Manchester**, on behalf of said entity.

Before me,

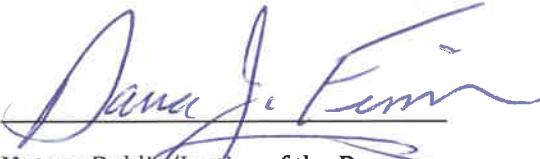
Notary Public/Justice of the Peace

STATE OF NEW HAMPSHIRE

HILLSBOROUGH COUNTY

On this 14 day of December, 2021 appeared the above named **Robert S. LaMontagne**, personally known to me (or satisfactorily proven) to be the person whose name appears in the within instrument and acknowledged that he executed the same for the purposes herein contained, as the duly authorized representative of **Bodwell Waste Services Corporation**, on behalf of said entity.

Before me,



Notary Public/Justice of the Peace





November 4, 2021

Robert LaMontagne, President
Bodwell Waste Services Corp.
15 Constitution Drive, #164
Bedford, NH 03110-6042

RE: Cohas Brook Sewer Project, Contract 4
10/27/2021 Meeting Summary and Schedule for Transferring Bodwell Waste
Services Corp. Sewer Facilities to City of Manchester EPD

Dear Mr. LaMontagne:

The purpose of this letter is to summarize the virtual meeting that was held on October 27, 2021 regarding the transfer of existing sewer facilities from Bodwell Waste Service Corp. (Bodwell Waste) to the City of Manchester Environmental Protection Division (EPD). The meeting was attended by representatives of EPD, Bodwell Waste, and Kleinfelder and centered on Bodwell Waste's coordination with the New Hampshire Public Utilities Commission (PUC), the current project schedule for the Cohas Brook Sewer Project, Contract 4 (project), and the critical milestones that must be met to successfully transfer ownership of the sewer facilities to EPD during construction of the project.

As you are aware, prior coordination between the EPD and Bodwell Waste on the subject identified several conditions that must be met for the EPD to assume ownership of the sewer facilities during construction of the project. These conditions are described in detail in the Memorandum of Understanding (MOU), which has been reviewed and edited by both parties, and are more briefly summarized as follows:

- 1) Bodwell Waste is proceeding with efforts to file a petition(s) with the PUC to dissolve the corporation and transfer the existing sewer facilities located in the City of Manchester to the EPD. Bodwell Waste will endeavor to obtain as expeditiously as possible all necessary approval(s) from the PUC. Once Bodwell Waste obtains necessary approval(s) from the PUC, the EPD will authorize its general contractor to proceed with contract bid alternate construction work that will physically re-direct wastewater flows from the existing Bodwell Waste sewer facilities to the new public sewers being constructed as part of the project. The three (3) contract bid alternates whose construction are dependent upon Bodwell Waste obtaining PUC approval(s) include:
 - Bid Alternate 1 - includes work in the Eastmeadow Condominiums to redirect wastewater flows currently entering the Eastmeadow Pump Station to the new gravity sewers in Bodwell Road, demolition and abandonment of the existing pumping station, and conversion of the existing wet well to a manhole structure.

Mr. Robert LaMontagne
November 4, 2021
Page 2



- Bid Alternate 2 - includes new sewers to redirect wastewater flows currently entering the Rosecliff Pump Station to the new cross-country gravity sewer in Sundance Gardens Condominiums and demolition and abandonment of the Rosecliff Pump Station.
- Bid Alternate 3 - includes work in the vicinity of the Aaron Drive Pump Station near the Londonderry town line and in Londonderry to redirect wastewater flows currently entering the Aaron Drive Pump Station to the new cross-country sewer adjacent to Cohas Brook, demolition and abandonment of the Aaron Drive Pump Station, and construction of a new metering station to measure flows from Londonderry entering the City of Manchester's wastewater collection system.

It is important to note that the EPD cannot authorize its general contractor to proceed with the bid alternate construction work until Bodwell Waste has filed the necessary petitions and obtained the necessary approvals from the PUC. PUC approval must be obtained sufficiently in advance to allow the EPD time to issue an authorization to proceed for the bid alternate work and to enable the general contractor to complete the bid alternate construction work within the Contract Times established for the project, which is January 21, 2023 for substantial completion. As referenced during the October 27th meeting, attached please find the latest construction schedule for the project, which was recently submitted by the EPD's general contractor. The schedule shows substantial completion for the project occurring by 9/9/2022. As a result, **Bodwell Waste must obtain all necessary PUC approvals no later than September 15, 2022 to allow time for construction of the bid alternate work between September 15, 2022 and January 21, 2023.** As discussed during our meeting, please feel free to share the attached construction schedule with the PUC in support of your petition filing.

- 2) **If Bodwell Waste is unable to obtain necessary PUC approvals by September 15, 2022, consequently resulting in the EPD not authorizing its general contractor to proceed with the bid alternate construction work by that time, the EPD will be unable to assume ownership of the sewer facilities as part of the project.** In such an event, this would jeopardize the ability of the EPD to construct the necessary improvements to redirect wastewater flows from the Bodwell Waste sewer facilities to the EPD's public sewer system (i.e., the bid alternate work) because the EPD has no plans to undertake another major sewer infrastructure project in this area of the city in the near future.

As mentioned during the meeting, the EPD and Kleinfelder remain available to support Bodwell Waste with its efforts to file a petition with the PUC and obtain necessary approvals to dissolve the utility and transfer the sewer facilities to EPD. Such support includes providing Bodwell Waste with relevant project-related information and documentation (e.g. proposed construction plans, schedules, etc.) and attending PUC hearings to reaffirm the City's willingness and capacity to assume ownership of the sewer facilities. Also, subsequent to our October 27th meeting, the EPD received final review comments on the MOU by the City Solicitor. The MOU has been revised to incorporate the City Solicitor's minor comments and that document will be sent to you under separate cover this week.

Mr. Robert LaMontagne
November 4, 2021
Page 3



On behalf of the EPD, we look forward to continuing our work with you to successfully transfer the sewer facilities prior to the completion of the project. Please contact me if you have any questions or comments.

Respectfully,

KLEINFELDER

A handwritten signature in black ink, appearing to read "Robert M. McCoy", is written over a faint, circular watermark logo.

Robert M. McCoy, P.E.
Project Manager

cc: Frederick McNeill, P.E. – City of Manchester EPD
Robert Robinson, P.E. – City of Manchester EPD
Carleton Roberts – Bodwell Waste
Stephen St. Cyr – Bodwell Waste
Ian Gervais, P.E. - Kleinfelder

COHAS BROOK SEWER PROJECT CONTRACT 4

22-012_August 22 2022
Attachment D

ID	Task Name	Duration	Start	Finish	Qtr 4, 2021			Qtr 1, 2022			Qtr 2, 2022			Qtr 3, 2022		
					Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep
1	24" Sewer Sheet C - 5	10 days	Mon 10/25/21	Fri 11/5/21												
2	Newtons Meadow	3 days	Wed 10/27/21	Fri 10/29/21												
3	24" Water Sheet C-5	5 days	Mon 11/8/21	Fri 11/12/21												
4	24" Sewer Sheet C - 6	15 days	Mon 11/15/21	Fri 12/3/21												
5	24" Sewer Sheet C - 7	10 days	Mon 12/6/21	Fri 12/17/21												
6	24" Sewer Sheet C - 8	15 days	Mon 12/20/21	Fri 1/7/22												
7	24" Water Sheet C - 9 <i>Sewer</i>	15 days	Mon 1/10/22	Fri 1/28/22												
8	24" Water Sheet C - 10 <i>Sewer</i>	15 days	Mon 1/31/22	Fri 2/18/22												
9	Bodwell Road Sheet C - 9	10 days	Mon 4/4/22	Fri 4/15/22												
10	8" Sewer Sheet C - 12	10 days	Mon 4/11/22	Fri 4/22/22												
11	8" Sewer Sheet C - 12A	5 days	Mon 4/25/22	Fri 4/29/22												
12	8" Sewer Sheet C - 13	5 days	Mon 5/2/22	Fri 5/6/22												
13	8" Sewer Sheet C - 14	10 days	Mon 5/9/22	Fri 5/20/22												
14	8" Sewer Sheet C - 15	15 days	Mon 5/23/22	Fri 6/10/22												
15	8" Sewer Sheet C - 16	5 days	Mon 6/13/22	Fri 6/17/22												
16	8" Sewer Sheet C - 20	3 days	Mon 6/20/22	Wed 6/22/22												
17	8" Sewer Sheet C - 17	7 days	Thu 6/23/22	Fri 7/1/22												
18	8" Sewer Sheet C - 18	14 days	Tue 7/5/22	Fri 7/22/22												
19	8" Sewer Sheet C - 19	10 days	Mon 7/25/22	Fri 8/5/22												
20	Bodwell Road Grind & Paving	4 days	Tue 8/9/22	Fri 8/12/22												
21	Pleasant Lane Grind & Paving	5 days	Mon 8/22/22	Fri 8/26/22												
22	Cleanup	10 days	Mon 8/29/22	Fri 9/9/22												
23	Overlays	5 days	Mon 5/15/23	Fri 5/19/23												

BID ALTERNATE CONSTRUCTION WORK, IF AUTHORIZED, TO OCCUR BETWEEN 9/9/2022 AND 1/23/2023

Labor Day

Project: CohasBrook4 05
Date: Tue 10/26/21

Task		Inactive Summary		External Tasks	
Split		Manual Task		External Milestone	
Milestone		Duration-only		Deadline	
Summary		Manual Summary Rollup		Progress	
Project Summary		Manual Summary		Manual Progress	
Inactive Task		Start-only			
Inactive Milestone		Finish-only			