

**DW 22-012**  
**BODWELL WASTE SERVICES CORPORATION**

Petition to Terminate Franchise  
Responses to DOE Data Requests – Set 1

Date Request Received: 6/9/22  
Request No. DOE 1-3

Date of Response: 6/20/22  
Witness: Stephen P. St. Cyr

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REQUEST: After the Company transfers the respective portions of its existing system to Manchester and Londonderry and is no longer providing sewer service to those customers, please provide a detailed explanation of the actions that it will be undertaking in order to collect past due amounts related to the charges that it is proposing to charge until liquidation of the MCSB loan.

RESPONSE: The Company expects to follow its PUC approved collection process (as reflected in its tariff) and to the extent that the Company is unsuccessful at receiving payment, then it will work with the collection attorney to pursue the payment including going to court, if necessary.

**DW 22-012**  
**Bodwell Waste Services Corporation**

Petition to Terminate Franchise and to Transfer Assets  
Bodwell Responses to OCA

Data Request Received: 6/13/22

Date of Response: 06/23/22

Request No. OCA 1-1

Witness: Stephen P. St. Cyr

REQUEST: Refer to the prefiled, direct testimony of Mr. St. Cyr, page 3 at lines 14-15.

- a. Please describe what services the City (of Manchester) currently provides to its ratepayers.
- b. Please describe what services the Town (of Londonderry) currently provides to its ratepayers.
- c. Please describe what services the Company provides to its ratepayers.

RESPONSE:

- a. The City (of Manchester) currently provides water and sewer service to its ratepayers.
- b. The Town (of Londonderry) currently provides sewer service to its ratepayers.
- c. The Company provides sewer service to its ratepayers.

Please note that all of Bodwell customers are subject to sewer fees from either the City or Town. For customers residing in Manchester, the City has a direct billing relationship with the customer. For customers residing in Londonderry, the Town bills Bodwell who in turn bills the Londonderry customers for the Londonderry fee. In essence, Bodwell is billing on behalf of Londonderry and the Commission has not deemed this billing relationship to be within its scope of regulation.

**DW 22-012**  
**Bodwell Waste Services Corporation**

Petition to Terminate Franchise and to Transfer Assets  
Bodwell Responses to OCA

Data Request Received: 6/13/22  
Request No. OCA 1-2

Date of Response: 06/23/22  
Witness: Stephen P. St. Cyr

REQUEST: Please state how many customer accounts are in Manchester and how many customer accounts are in Londonderry.

RESPONSE: Bodwell has approximately 418 and 110 customers in Manchester and Londonderry, respectively.

**DW 22-012**  
**Bodwell Waste Services Corporation**

Petition to Terminate Franchise and to Transfer Assets  
Bodwell Responses to OCA

Data Request Received: 6/13/22  
Request No. OCA 1-4

Date of Response: 06/23/22  
Witness: Stephen P. St. Cyr

REQUEST: Refer to the prefiled, direct testimony of Mr. St. Cyr, at page 2, lines 16-17. Please provide the terms of the Company's note with Merrimack County Savings Bank ("MCSB"). Include both the originating terms as well as the current terms. Attach a copy of the note as part of your response.

RESPONSE: In 2017 the Company refinanced its existing owner's loan. The interest rate on the owner's loan was 8.5%. The Company borrowed \$449,682. The date of issuance was 12/7/17. The date of maturity is 12/7/32. The interest rate was 4.75%, scheduled to reset every 5 years. See Attachment OCA 1-4 (a).

In 2020, the Company entered into a Change in Terms Agreement ("CiTA"). The CiTA lowered the interest rate to 3.95%. See attached CiTA (Attachment OCA 1-4(b)).

## PROMISSORY NOTE

Principal	Loan Date	Maturity	Loan No	Call / Coll	Account	Officer	Initials
\$450,000.00	12-07-2017	12-07-2032	4000109864	4A / 044		TRD	
References in the boxes above are for Lender's use only and do not limit the applicability of this document to any particular loan or item. Any item above containing "*****" has been omitted due to text length limitations.							

**Borrower:** Bodwell Waste Services Corporation  
17 Sky Oaks Drive  
Biddeford, ME 04005

**Lender:** Merrimack County Savings Bank  
89 North Main St.  
P.O. Box 2826  
Concord, NH 03302-2826  
(603) 225-2793

**Principal Amount: \$450,000.00**

**Date of Note: December 7, 2017**

**PROMISE TO PAY.** Bodwell Waste Services Corporation ("Borrower") promises to pay to Merrimack County Savings Bank ("Lender"), or order, in lawful money of the United States of America, the principal amount of Four Hundred Fifty Thousand & 00/100 Dollars (\$450,000.00), together with interest on the unpaid principal balance from December 7, 2017, until paid in full.

**PAYMENT.** Subject to any payment changes resulting from changes in the Index, Borrower will pay this loan in accordance with the following payment schedule, which calculates interest on the unpaid principal balances as described in the "INTEREST CALCULATION METHOD" paragraph using the interest rates described in this paragraph: 60 monthly consecutive principal and interest payments in the initial amount of \$3,500.24 each, beginning January 7, 2018, with interest calculated on the unpaid principal balances using an initial discounted interest rate of 4.750% per annum based on a year of 360 days; 119 monthly consecutive principal and interest payments in the initial amount of \$3,588.41 each, beginning January 7, 2023, with interest calculated on the unpaid principal balances using an interest rate based on the 5 Year Federal Home Loan Bank of Boston Regular 5/15 Amortizing Advance Rate (currently 2.540%), plus a margin of 2.750%, resulting in an initial interest rate of 5.290% per annum based on a year of 360 days; and one principal and interest payment of \$3,588.57 on December 7, 2032, with interest calculated on the unpaid principal balances using an interest rate based on the 5 Year Federal Home Loan Bank of Boston Regular 5/15 Amortizing Advance Rate (currently 2.540%), plus a margin of 2.750%, resulting in an initial interest rate of 5.290% per annum based on a year of 360 days. This estimated final payment is based on the assumption that all payments will be made exactly as scheduled and that the Index does not change; the actual final payment will be for all principal and accrued interest not yet paid, together with any other unpaid amounts under this Note. Unless otherwise agreed or required by applicable law, payments will be applied first to any accrued unpaid interest; then to principal; then to any late charges; and then to any unpaid collection costs. Borrower will pay Lender at Lender's address shown above or at such other place as Lender may designate in writing.

**VARIABLE INTEREST RATE.** For the first 60 payments, the interest rate on this loan will be 4.750%. Thereafter, the interest rate on this Note is subject to change from time to time based on changes in an independent index which is the 5 Year Federal Home Loan Bank of Boston Regular 5/15 Amortizing Advance Rate (the "Index"). The Index is not necessarily the lowest rate charged by Lender on its loans. If the Index becomes unavailable during the term of this loan, Lender may designate a substitute index after notifying Borrower. Lender will tell Borrower the current Index rate upon Borrower's request. The interest rate change will not occur more often than each five years. Borrower understands that Lender may make loans based on other rates as well. The Index currently is 2.540% per annum. The interest rate or rates to be applied to the unpaid principal balance during this Note will be the rate or rates set forth herein in the "Payment" section. Notwithstanding any other provision of this Note, after the first payment stream, the interest rate for each subsequent payment stream will be effective as of the due date of the last payment in the just-ending payment stream. **NOTICE:** Under no circumstances will the interest rate on this Note be more than the maximum rate allowed by applicable law. Whenever increases occur in the interest rate, Lender, at its option, may do one or more of the following: (A) increase Borrower's payments to ensure Borrower's loan will pay off by its original final maturity date, (B) increase Borrower's payments to cover accruing interest, (C) increase the number of Borrower's payments, and (D) continue Borrower's payments at the same amount and increase Borrower's final payment.

**INTEREST CALCULATION METHOD.** Interest on this Note is computed on a 30/360 basis; that is, with the exception of odd days before the first full payment cycle, monthly interest is calculated by applying the ratio of the interest rate over a year of 360 days, multiplied by the outstanding principal balance, multiplied by a month of 30 days. Interest for the odd days before the first full month is calculated on the basis of the actual days and a 360-day year. All interest payable under this Note is computed using this method.

**APPLICABLE INTEREST RATES.** Borrower expressly agrees that the interest rates specified in this Note shall be the applicable interest rates due (A) on amounts outstanding during the term of this Note, notwithstanding the rate of interest prescribed by statute from time to time, and (B) with respect to any amounts outstanding on and after the maturity date of this Note.

**PREPAYMENT.** Borrower may pay without penalty all or a portion of the amount owed earlier than it is due. Early payments will not, unless agreed to by Lender in writing, relieve Borrower of Borrower's obligation to continue to make payments under the payment schedule. Rather, early payments will reduce the principal balance due and may result in Borrower's making fewer payments. Borrower agrees not to send Lender payments marked "paid in full", "without recourse", or similar language. If Borrower sends such a payment, Lender may accept it without losing any of Lender's rights under this Note, and Borrower will remain obligated to pay any further amount owed to Lender. All written communications concerning disputed amounts, including any check or other payment instrument that indicates that the payment constitutes "payment in full" of the amount owed or that is tendered with other conditions or limitations or as full satisfaction of a disputed amount must be mailed or delivered to: Merrimack County Savings Bank, 89 North Main St. Concord, NH 03302-2826.

**LATE CHARGE.** If a payment is 10 days or more late, Borrower will be charged 5.000% of the unpaid portion of the regularly scheduled payment.

**INTEREST AFTER DEFAULT.** Upon default, including failure to pay upon final maturity, the interest rate on this Note shall be increased by adding an additional 2.000 percentage point margin ("Default Rate Margin"). The Default Rate Margin shall also apply to each succeeding interest rate change that would have applied had there been no default. After maturity, or after this Note would have matured had there been no default, the Default Rate Margin will continue to apply to the final interest rate described in this Note. However, in no event will the interest rate exceed the maximum interest rate limitations under applicable law.

**DEFAULT.** Each of the following shall constitute an event of default ("Event of Default") under this Note:

**Payment Default.** Borrower fails to make any payment when due under this Note.

**Other Defaults.** Borrower fails to comply with or to perform any other term, obligation, covenant or condition contained in this Note or in any of the related documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Borrower.

**Default in Favor of Third Parties.** Borrower or any Grantor defaults under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of Borrower's property or

**PROMISSORY NOTE  
(Continued)**

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Borrower's ability to repay this Note or perform Borrower's obligations under this Note or any of the related documents.

**False Statements.** Any warranty, representation or statement made or furnished to Lender by Borrower or on Borrower's behalf under this Note or the related documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

**Insolvency.** The dissolution or termination of Borrower's existence as a going business, the insolvency of Borrower, the appointment of a receiver for any part of Borrower's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Borrower.

**Creditor or Forfeiture Proceedings.** Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Borrower or by any governmental agency against any collateral securing the loan. This includes a garnishment of any of Borrower's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Borrower as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Borrower gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

**Events Affecting Guarantor.** Any of the preceding events occurs with respect to any Guarantor of any of the indebtedness or any Guarantor dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any guaranty of the indebtedness evidenced by this Note.

**Change in Ownership.** Any change in ownership of twenty-five percent (25%) or more of the common stock of Borrower.

**Adverse Change.** A material adverse change occurs in Borrower's financial condition, or Lender believes the prospect of payment or performance of this Note is impaired.

**Insecurity.** Lender in good faith believes itself insecure.

**Cure Provisions.** If any default, other than a default in payment, is curable and if Borrower has not been given a notice of a breach of the same provision of this Note within the preceding twelve (12) months, it may be cured if Borrower, after Lender sends written notice to Borrower demanding cure of such default: (1) cures the default within ten (10) days; or (2) if the cure requires more than ten (10) days, immediately initiates steps which Lender deems in Lender's sole discretion to be sufficient to cure the default and thereafter continues and completes all reasonable and necessary steps sufficient to produce compliance as soon as reasonably practical.

**LENDER'S RIGHTS.** Upon default, Lender may declare the entire unpaid principal balance under this Note and all accrued unpaid interest immediately due, and then Borrower will pay that amount.

**ATTORNEYS' FEES; EXPENSES.** Lender may hire or pay someone else to help collect this Note if Borrower does not pay. Borrower will pay Lender that amount. This includes, subject to any limits under applicable law, Lender's attorneys' fees and Lender's legal expenses, whether or not there is a lawsuit, including attorneys' fees, expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), and appeals. If not prohibited by applicable law, Borrower also will pay any court costs, in addition to all other sums provided by law.

**GOVERNING LAW.** This Note will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of New Hampshire without regard to its conflicts of law provisions. This Note has been accepted by Lender in the State of New Hampshire.

**CHOICE OF VENUE.** If there is a lawsuit, Borrower agrees upon Lender's request to submit to the jurisdiction of the courts of Merrimack County, State of New Hampshire.

**RIGHT OF SETOFF.** To the extent permitted by applicable law, Lender reserves a right of setoff in all Borrower's accounts with Lender (whether checking, savings, or some other account). This includes all accounts Borrower holds jointly with someone else and all accounts Borrower may open in the future. However, this does not include any IRA or Keogh accounts, or any trust accounts for which setoff would be prohibited by law. Borrower authorizes Lender, to the extent permitted by applicable law, to charge or setoff all sums owing on the indebtedness against any and all such accounts, and, at Lender's option, to administratively freeze all such accounts to allow Lender to protect Lender's charge and setoff rights provided in this paragraph.

**COLLATERAL.** Borrower acknowledges this Note is secured by the following collateral described in the security instrument listed herein: inventory, chattel paper, accounts, equipment, general intangibles and fixtures described in a Commercial Security Agreement dated December 7, 2017.

**SUCCESSOR INTERESTS.** The terms of this Note shall be binding upon Borrower, and upon Borrower's heirs, personal representatives, successors and assigns, and shall inure to the benefit of Lender and its successors and assigns.

**GENERAL PROVISIONS.** If any part of this Note cannot be enforced, this fact will not affect the rest of the Note. Lender may delay or forgo enforcing any of its rights or remedies under this Note without losing them. Borrower and any other person who signs, guarantees or endorses this Note, to the extent allowed by law, waive presentment, demand for payment, and notice of dishonor. Upon any change in the terms of this Note, and unless otherwise expressly stated in writing, no party who signs this Note, whether as maker, guarantor, accommodation maker or endorser, shall be released from liability. All such parties agree that Lender may renew or extend (repeatedly and for any length of time) this loan or release any party or guarantor or collateral; or impair, fail to realize upon or perfect Lender's security interest in the collateral; and take any other action deemed necessary by Lender without the consent of or notice to anyone. All such parties also agree that Lender may modify this loan without the consent of or notice to anyone other than the party with whom the modification is made. The obligations under this Note are joint and several.

**PROMISSORY NOTE  
(Continued)**

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**PRIOR TO SIGNING THIS NOTE, BORROWER READ AND UNDERSTOOD ALL THE PROVISIONS OF THIS NOTE, INCLUDING THE VARIABLE INTEREST RATE PROVISIONS. BORROWER AGREES TO THE TERMS OF THE NOTE.**

**BORROWER ACKNOWLEDGES RECEIPT OF A COMPLETED COPY OF THIS PROMISSORY NOTE.**

**BORROWER:**

**BODWELL WASTE SERVICES CORPORATION**

**By:**

  
**Robert S. LaMontagne, President of Bodwell Waste  
Services Corporation**

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## BUSINESS LOAN AGREEMENT

Principal	Loan Date	Maturity	Loan No	Call / Coll	Account	Officer	Initials
\$450,000.00	12-07-2017	12-07-2032	4000109864	4A / 044		TRD	
References in the boxes above are for Lender's use only and do not limit the applicability of this document to any particular loan or item. Any item above containing "*****" has been omitted due to text length limitations.							

**Borrower:** Bodwell Waste Services Corporation  
17 Sky Oaks Drive  
Biddeford, ME 04005

**Lender:** Merrimack County Savings Bank  
89 North Main St.  
P.O. Box 2826  
Concord, NH 03302-2826  
(603) 225-2793

THIS BUSINESS LOAN AGREEMENT dated December 7, 2017, is made and executed between Bodwell Waste Services Corporation ("Borrower") and Merrimack County Savings Bank ("Lender") on the following terms and conditions. Borrower has received prior commercial loans from Lender or has applied to Lender for a commercial loan or loans or other financial accommodations, including those which may be described on any exhibit or schedule attached to this Agreement. Borrower understands and agrees that: (A) in granting, renewing, or extending any Loan, Lender is relying upon Borrower's representations, warranties, and agreements as set forth in this Agreement; (B) the granting, renewing, or extending of any Loan by Lender at all times shall be subject to Lender's sole judgment and discretion; and (C) all such Loans shall be and remain subject to the terms and conditions of this Agreement.

**TERM.** This Agreement shall be effective as of December 7, 2017, and shall continue in full force and effect until such time as all of Borrower's Loans in favor of Lender have been paid in full, including principal, interest, costs, expenses, attorneys' fees, and other fees and charges, or until such time as the parties may agree in writing to terminate this Agreement.

**CONDITIONS PRECEDENT TO EACH ADVANCE.** Lender's obligation to make the initial Advance and each subsequent Advance under this Agreement shall be subject to the fulfillment to Lender's satisfaction of all of the conditions set forth in this Agreement and in the Related Documents.

**Loan Documents.** Borrower shall provide to Lender the following documents for the Loan: (1) the Note; (2) Security Agreements granting to Lender security interests in the Collateral; (3) financing statements and all other documents perfecting Lender's Security Interests; (4) evidence of insurance as required below; (5) guaranties; (6) together with all such Related Documents as Lender may require for the Loan; all in form and substance satisfactory to Lender and Lender's counsel.

**Borrower's Authorization.** Borrower shall have provided in form and substance satisfactory to Lender properly certified resolutions, duly authorizing the execution and delivery of this Agreement, the Note and the Related Documents. In addition, Borrower shall have provided such other resolutions, authorizations, documents and instruments as Lender or its counsel, may require.

**Payment of Fees and Expenses.** Borrower shall have paid to Lender all fees, charges, and other expenses which are then due and payable as specified in this Agreement or any Related Document.

**Representations and Warranties.** The representations and warranties set forth in this Agreement, in the Related Documents, and in any document or certificate delivered to Lender under this Agreement are true and correct.

**No Event of Default.** There shall not exist at the time of any Advance a condition which would constitute an Event of Default under this Agreement or under any Related Document.

**REPRESENTATIONS AND WARRANTIES.** Borrower represents and warrants to Lender, as of the date of this Agreement, as of the date of each disbursement of loan proceeds, as of the date of any renewal, extension or modification of any Loan, and at all times any Indebtedness exists:

**Organization.** Borrower is a corporation for profit which is, and at all times shall be, duly organized, validly existing, and in good standing under and by virtue of the laws of the State of New Hampshire. Borrower is duly authorized to transact business in all other states in which Borrower is doing business, having obtained all necessary filings, governmental licenses and approvals for each state in which Borrower is doing business. Specifically, Borrower is, and at all times shall be, duly qualified as a foreign corporation in all states in which the failure to so qualify would have a material adverse effect on its business or financial condition. Borrower has the full power and authority to own its properties and to transact the business in which it is presently engaged or presently proposes to engage. Borrower maintains its principal office at 17 Sky Oaks Drive, Biddeford, ME 04005. Unless Borrower has designated otherwise in writing, this is the principal office at which Borrower keeps its books and records including its records concerning the Collateral. Borrower will notify Lender prior to any change in the location of Borrower's state of organization or any change in Borrower's name. Borrower shall do all things necessary to preserve and to keep in full force and effect its existence, rights and privileges, and shall comply with all regulations, rules, ordinances, statutes, orders and decrees of any governmental or quasi-governmental authority or court applicable to Borrower and Borrower's business activities.

**Assumed Business Names.** Borrower has filed or recorded all documents or filings required by law relating to all assumed business names used by Borrower. Excluding the name of Borrower, the following is a complete list of all assumed business names under which Borrower does business: None.

**Authorization.** Borrower's execution, delivery, and performance of this Agreement and all the Related Documents have been duly authorized by all necessary action by Borrower and do not conflict with, result in a violation of, or constitute a default under (1) any provision of (a) Borrower's articles of incorporation or organization, or bylaws, or (b) any agreement or other instrument binding upon Borrower or (2) any law, governmental regulation, court decree, or order applicable to Borrower or to Borrower's properties.

**Financial Information.** Each of Borrower's financial statements supplied to Lender truly and completely disclosed Borrower's financial condition as of the date of the statement, and there has been no material adverse change in Borrower's financial condition subsequent to the date of the most recent financial statement supplied to Lender. Borrower has no material contingent obligations except as disclosed in such financial statements.

**Legal Effect.** This Agreement constitutes, and any instrument or agreement Borrower is required to give under this Agreement when delivered will constitute legal, valid, and binding obligations of Borrower enforceable against Borrower in accordance with their respective terms.

**Properties.** Except as contemplated by this Agreement or as previously disclosed in Borrower's financial statements or in writing to Lender and as accepted by Lender, and except for property tax liens for taxes not presently due and payable, Borrower owns and has good title to all of Borrower's properties free and clear of all Security Interests, and has not executed any security documents or financing statements relating to such properties. All of Borrower's properties are titled in Borrower's legal name, and Borrower has not used or filed a financing statement under any other name for at least the last five (5) years.



**BUSINESS LOAN AGREEMENT  
(Continued)**

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**Hazardous Substances.** Except as disclosed to and acknowledged by Lender in writing, Borrower represents and warrants that: (1) During the period of Borrower's ownership of the Collateral, there has been no use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance by any person on, under, about or from any of the Collateral. (2) Borrower has no knowledge of, or reason to believe that there has been (a) any breach or violation of any Environmental Laws; (b) any use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance on, under, about or from the Collateral by any prior owners or occupants of any of the Collateral; or (c) any actual or threatened litigation or claims of any kind by any person relating to such matters. (3) Neither Borrower nor any tenant, contractor, agent or other authorized user of any of the Collateral shall use, generate, manufacture, store, treat, dispose of or release any Hazardous Substance on, under, about or from any of the Collateral; and any such activity shall be conducted in compliance with all applicable federal, state, and local laws, regulations, and ordinances, including without limitation all Environmental Laws. Borrower authorizes Lender and its agents to enter upon the Collateral to make such inspections and tests as Lender may deem appropriate to determine compliance of the Collateral with this section of the Agreement. In addition, Borrower represents and warrants that Borrower's Collateral does not contain urea formaldehyde foam insulation or urea formaldehyde resin in violation of any applicable state laws. Any inspections or tests made by Lender shall be at Borrower's expense and for Lender's purposes only and shall not be construed to create any responsibility or liability on the part of Lender to Borrower or to any other person. The representations and warranties contained herein are based on Borrower's due diligence in investigating the Collateral for hazardous waste and Hazardous Substances. Borrower hereby (1) releases and waives any future claims against Lender for indemnity or contribution in the event Borrower becomes liable for cleanup or other costs under any such laws, and (2) agrees to indemnify, defend, and hold harmless Lender against any and all claims, losses, liabilities, damages, penalties, and expenses which Lender may directly or indirectly sustain or suffer resulting from a breach of this section of the Agreement or as a consequence of any use, generation, manufacture, storage, disposal, release or threatened release of a hazardous waste or substance on the Collateral. The provisions of this section of the Agreement, including the obligation to indemnify and defend, shall survive the payment of the indebtedness and the termination, expiration or satisfaction of this Agreement and shall not be affected by Lender's acquisition of any interest in any of the Collateral, whether by foreclosure or otherwise.

**Litigation and Claims.** No litigation, claim, investigation, administrative proceeding or similar action (including those for unpaid taxes) against Borrower is pending or threatened, and no other event has occurred which may materially adversely affect Borrower's financial condition or properties, other than litigation, claims, or other events, if any, that have been disclosed to and acknowledged by Lender in writing.

**Taxes.** All of Borrower's tax returns and reports that are or were required to be filed, have been filed, and all taxes, assessments and other governmental charges have been paid in full, except those presently being or to be contested by Borrower in good faith in the ordinary course of business and for which adequate reserves have been provided.

**Lien Priority.** Unless otherwise previously disclosed to Lender in writing, Borrower has not entered into or granted any Security Agreements, or permitted the filing or attachment of any Security Interests on or affecting any of the Collateral directly or indirectly securing repayment of Borrower's Loan and Note, that would be prior or that may in any way be superior to Lender's Security Interests and rights in and to such Collateral.

**Binding Effect.** This Agreement, the Note, all Security Agreements (if any), and all Related Documents are binding upon the signers thereof, as well as upon their successors, representatives and assigns, and are legally enforceable in accordance with their respective terms.

**AFFIRMATIVE COVENANTS.** Borrower covenants and agrees with Lender that, so long as this Agreement remains in effect, Borrower will:

**Notices of Claims and Litigation.** Promptly inform Lender in writing of (1) all material adverse changes in Borrower's financial condition, and (2) all existing and all threatened litigation, claims, investigations, administrative proceedings or similar actions affecting Borrower or any Guarantor which could materially affect the financial condition of Borrower or the financial condition of any Guarantor.

**Financial Records.** Maintain its books and records in accordance with GAAP, applied on a consistent basis, and permit Lender to examine and audit Borrower's books and records at all reasonable times.

**Financial Statements.** Furnish Lender with such financial statements and other related information at such frequencies and in such detail as Lender may reasonably request.

**Additional Information.** Furnish such additional information and statements, as Lender may request from time to time.

**Additional Requirements.** Annual Report filed with NH Public Utilities Commission.

**Insurance.** Maintain fire and other risk insurance, public liability insurance, and such other insurance as Lender may require with respect to Borrower's properties and operations, in form, amounts, coverages and with insurance companies acceptable to Lender. Borrower, upon request of Lender, will deliver to Lender from time to time the policies or certificates of insurance in form satisfactory to Lender, including stipulations that coverages will not be cancelled or diminished without at least fifteen (15) days prior written notice to Lender. Each insurance policy also shall include an endorsement providing that coverage in favor of Lender will not be impaired in any way by any act, omission or default of Borrower or any other person. In connection with all policies covering assets in which Lender holds or is offered a security interest for the Loans, Borrower will provide Lender with such lender's loss payable or other endorsements as Lender may require.

**Insurance Reports.** Furnish to Lender, upon request of Lender, reports on each existing insurance policy showing such information as Lender may reasonably request, including without limitation the following: (1) the name of the insurer; (2) the risks insured; (3) the amount of the policy; (4) the properties insured; (5) the then current property values on the basis of which insurance has been obtained, and the manner of determining those values; and (6) the expiration date of the policy. In addition, upon request of Lender (however not more often than annually), Borrower will have an independent appraiser satisfactory to Lender determine, as applicable, the actual cash value or replacement cost of any Collateral. The cost of such appraisal shall be paid by Borrower.

**Guaranties.** Prior to disbursement of any Loan proceeds, furnish executed guaranties of the Loans in favor of Lender, executed by the guarantor named below, on Lender's forms, and in the amount and under the conditions set forth in those guaranties.

Name of Guarantor

Amount

Robert S. LaMontagne

Unlimited

**Other Agreements.** Comply with all terms and conditions of all other agreements, whether now or hereafter existing, between Borrower and any other party and notify Lender immediately in writing of any default in connection with any other such agreements.

**Loan Proceeds.** Use all Loan proceeds solely for Borrower's business operations, unless specifically consented to the contrary by Lender in writing.

**Taxes, Charges and Liens.** Pay and discharge when due all of its indebtedness and obligations, including without limitation all assessments,

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## BUSINESS LOAN AGREEMENT (Continued)

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taxes, governmental charges, levies and liens, of every kind and nature, imposed upon Borrower or its properties, income, or profits, prior to the date on which penalties would attach, and all lawful claims that, if unpaid, might become a lien or charge upon any of Borrower's properties, income, or profits. Provided however, Borrower will not be required to pay and discharge any such assessment, tax, charge, levy, lien or claim so long as (1) the legality of the same shall be contested in good faith by appropriate proceedings, and (2) Borrower shall have established on Borrower's books adequate reserves with respect to such contested assessment, tax, charge, levy, lien, or claim in accordance with GAAP.

**Performance.** Perform and comply, in a timely manner, with all terms, conditions, and provisions set forth in this Agreement, in the Related Documents, and in all other instruments and agreements between Borrower and Lender. Borrower shall notify Lender immediately in writing of any default in connection with any agreement.

**Operations.** Maintain executive and management personnel with substantially the same qualifications and experience as the present executive and management personnel; provide written notice to Lender of any change in executive and management personnel; conduct its business affairs in a reasonable and prudent manner.

**Environmental Studies.** Promptly conduct and complete, at Borrower's expense, all such investigations, studies, samplings and testings as may be requested by Lender or any governmental authority relative to any substance, or any waste or by-product of any substance defined as toxic or a hazardous substance under applicable federal, state, or local law, rule, regulation, order or directive, at or affecting any property or any facility owned, leased or used by Borrower.

**Compliance with Governmental Requirements.** Comply with all laws, ordinances, and regulations, now or hereafter in effect, of all governmental authorities applicable to the conduct of Borrower's properties, businesses and operations, and to the use or occupancy of the Collateral, including without limitation, the Americans With Disabilities Act. Borrower may contest in good faith any such law, ordinance, or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Borrower has notified Lender in writing prior to doing so and so long as, in Lender's sole opinion, Lender's interests in the Collateral are not jeopardized. Lender may require Borrower to post adequate security or a surety bond, reasonably satisfactory to Lender, to protect Lender's interest.

**Inspection.** Permit employees or agents of Lender at any reasonable time to inspect any and all Collateral for the Loan or Loans and Borrower's other properties and to examine or audit Borrower's books, accounts, and records and to make copies and memoranda of Borrower's books, accounts, and records. If Borrower now or at any time hereafter maintains any records (including without limitation computer generated records and computer software programs for the generation of such records) in the possession of a third party, Borrower, upon request of Lender, shall notify such party to permit Lender free access to such records at all reasonable times and to provide Lender with copies of any records it may request, all at Borrower's expense.

**Environmental Compliance and Reports.** Borrower shall comply in all respects with any and all Environmental Laws; not cause or permit to exist, as a result of an intentional or unintentional action or omission on Borrower's part or on the part of any third party, on property owned and/or occupied by Borrower, any environmental activity where damage may result to the environment, unless such environmental activity is pursuant to and in compliance with the conditions of a permit issued by the appropriate federal, state or local governmental authorities; shall furnish to Lender promptly and in any event within thirty (30) days after receipt thereof a copy of any notice, summons, lien, citation, directive, letter or other communication from any governmental agency or instrumentality concerning any intentional or unintentional action or omission on Borrower's part in connection with any environmental activity whether or not there is damage to the environment and/or other natural resources.

**Additional Assurances.** Make, execute and deliver to Lender such promissory notes, mortgages, deeds of trust, security agreements, assignments, financing statements, instruments, documents and other agreements as Lender or its attorneys may reasonably request to evidence and secure the Loans and to perfect all Security Interests.

**LENDER'S EXPENDITURES.** If any action or proceeding is commenced that would materially affect Lender's interest in the Collateral or if Borrower fails to comply with any provision of this Agreement or any Related Documents, including but not limited to Borrower's failure to discharge or pay when due any amounts Borrower is required to discharge or pay under this Agreement or any Related Documents, Lender on Borrower's behalf may (but shall not be obligated to) take any action that Lender deems appropriate, including but not limited to discharging or paying all taxes, liens, security interests, encumbrances and other claims, at any time levied or placed on any Collateral and paying all costs for insuring, maintaining and preserving any Collateral. All such expenditures incurred or paid by Lender for such purposes will then bear interest at the rate charged under the Note from the date incurred or paid by Lender to the date of repayment by Borrower. All such expenses will become a part of the indebtedness and, at Lender's option, will (A) be payable on demand; (B) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (1) the term of any applicable insurance policy; or (2) the remaining term of the Note; or (C) be treated as a balloon payment which will be due and payable at the Note's maturity.

**NEGATIVE COVENANTS.** Borrower covenants and agrees with Lender that while this Agreement is in effect, Borrower shall not, without the prior written consent of Lender:

**Indebtedness and Liens.** (1) Except for trade debt incurred in the normal course of business and indebtedness to Lender contemplated by this Agreement, create, incur or assume indebtedness for borrowed money, including capital leases, (2) sell, transfer, mortgage, assign, pledge, lease, grant a security interest in, or encumber any of Borrower's assets (except as allowed as Permitted Liens), or (3) sell with recourse any of Borrower's accounts, except to Lender.

**Continuity of Operations.** (1) Engage in any business activities substantially different than those in which Borrower is presently engaged, (2) cease operations, liquidate, merge, transfer, acquire or consolidate with any other entity, change its name, dissolve or transfer or sell Collateral out of the ordinary course of business, or (3) pay any dividends on Borrower's stock (other than dividends payable in its stock), provided, however that notwithstanding the foregoing, but only so long as no Event of Default has occurred and is continuing or would result from the payment of dividends, if Borrower is a "Subchapter S Corporation" (as defined in the Internal Revenue Code of 1986, as amended), Borrower may pay cash dividends on its stock to its shareholders from time to time in amounts necessary to enable the shareholders to pay income taxes and make estimated income tax payments to satisfy their liabilities under federal and state law which arise solely from their status as Shareholders of a Subchapter S Corporation because of their ownership of shares of Borrower's stock, or purchase or retire any of Borrower's outstanding shares or after or amend Borrower's capital structure.

**Loans, Acquisitions and Guaranties.** (1) Loan, invest in or advance money or assets to any other person, enterprise or entity, (2) purchase, create or acquire any interest in any other enterprise or entity, or (3) incur any obligation as surety or guarantor other than in the ordinary course of business.

**Agreements.** Enter into any agreement containing any provisions which would be violated or breached by the performance of Borrower's obligations under this Agreement or in connection herewith.

**CESSATION OF ADVANCES.** If Lender has made any commitment to make any Loan to Borrower, whether under this Agreement or under any other agreement, Lender shall have no obligation to make Loan Advances or to disburse Loan proceeds if: (A) Borrower or any Guarantor is in

## BUSINESS LOAN AGREEMENT (Continued)

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default under the terms of this Agreement or any of the Related Documents or any other agreement that Borrower or any Guarantor has with Lender; (B) Borrower or any Guarantor dies, becomes incompetent or becomes insolvent, files a petition in bankruptcy or similar proceedings, or is adjudged a bankrupt; (C) there occurs a material adverse change in Borrower's financial condition, in the financial condition of any Guarantor, or in the value of any Collateral securing any Loan; or (D) any Guarantor seeks, claims or otherwise attempts to limit, modify or revoke such Guarantor's guaranty of the Loan or any other loan with Lender; or (E) Lender in good faith deems itself insecure, even though no Event of Default shall have occurred.

**RIGHT OF SETOFF.** To the extent permitted by applicable law, Lender reserves a right of setoff in all Borrower's accounts with Lender (whether checking, savings, or some other account). This includes all accounts Borrower holds jointly with someone else and all accounts Borrower may open in the future. However, this does not include any IRA or Keogh accounts, or any trust accounts for which setoff would be prohibited by law. Borrower authorizes Lender, to the extent permitted by applicable law, to charge or setoff all sums owing on the indebtedness against any and all such accounts, and, at Lender's option, to administratively freeze all such accounts to allow Lender to protect Lender's charge and setoff rights provided in this paragraph.

**DEFAULT.** Each of the following shall constitute an Event of Default under this Agreement:

**Payment Default.** Borrower fails to make any payment when due under the Loan.

**Other Defaults.** Borrower fails to comply with or to perform any other term, obligation, covenant or condition contained in this Agreement or in any of the Related Documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Borrower.

**Default in Favor of Third Parties.** Borrower or any Grantor defaults under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of Borrower's or any Grantor's property or Borrower's or any Grantor's ability to repay the Loans or perform their respective obligations under this Agreement or any of the Related Documents.

**False Statements.** Any warranty, representation or statement made or furnished to Lender by Borrower or on Borrower's behalf under this Agreement or the Related Documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

**Insolvency.** The dissolution or termination of Borrower's existence as a going business, the insolvency of Borrower, the appointment of a receiver for any part of Borrower's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Borrower.

**Defective Collateralization.** This Agreement or any of the Related Documents ceases to be in full force and effect (including failure of any collateral document to create a valid and perfected security interest or lien) at any time and for any reason.

**Creditor or Forfeiture Proceedings.** Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Borrower or by any governmental agency against any collateral securing the Loan. This includes a garnishment of any of Borrower's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Borrower as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Borrower gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

**Events Affecting Guarantor.** Any of the preceding events occurs with respect to any Guarantor of any of the Indebtedness or any Guarantor dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any Guaranty of the Indebtedness.

**Change in Ownership.** Any change in ownership of twenty-five percent (25%) or more of the common stock of Borrower.

**Adverse Change.** A material adverse change occurs in Borrower's financial condition, or Lender believes the prospect of payment or performance of the Loan is impaired.

**Insecurity.** Lender in good faith believes itself insecure.

**Right to Cure.** If any default, other than a default on Indebtedness, is curable and if Borrower or Grantor, as the case may be, has not been given a notice of a similar default within the preceding twelve (12) months, it may be cured if Borrower or Grantor, as the case may be, after Lender sends written notice to Borrower or Grantor, as the case may be, demanding cure of such default: (1) cure the default within ten (10) days; or (2) if the cure requires more than ten (10) days, immediately initiate steps which Lender deems in Lender's sole discretion to be sufficient to cure the default and thereafter continue and complete all reasonable and necessary steps sufficient to produce compliance as soon as reasonably practical.

**EFFECT OF AN EVENT OF DEFAULT.** If any Event of Default shall occur, except where otherwise provided in this Agreement or the Related Documents, all commitments and obligations of Lender under this Agreement or the Related Documents or any other agreement immediately will terminate (including any obligation to make further Loan Advances or disbursements), and, at Lender's option, all Indebtedness immediately will become due and payable, all without notice of any kind to Borrower, except that in the case of an Event of Default of the type described in the "Insolvency" subsection above, such acceleration shall be automatic and not optional. In addition, Lender shall have all the rights and remedies provided in the Related Documents or available at law, in equity, or otherwise. Except as may be prohibited by applicable law, all of Lender's rights and remedies shall be cumulative and may be exercised singularly or concurrently. Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or to take action to perform an obligation of Borrower or of any Grantor shall not affect Lender's right to declare a default and to exercise its rights and remedies.

**ADDITIONAL NEGATIVE COVENANT.** Borrower and where applicable, Guarantors, agree that until payment in full of all the Liabilities to Lender, and so long as they remain indebted to Lender hereunder, Borrower shall not without the prior written consent of Lender, enter into any merger, consolidation, recapitalization, stock split, reorganization or liquidation, or to suffer the transfer of any stock or security therein, or transfer of any general partnership or other interest in Borrower.

**OTHER COVENANTS: COMMITMENT LETTER.** All other terms and conditions set forth in Commitment Letter, dated August 29, 2017, not consistent with the terms set forth herein, are incorporated by reference.

**MISCELLANEOUS PROVISIONS.** The following miscellaneous provisions are a part of this Agreement:

**Amendments.** This Agreement, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Agreement. No alteration of or amendment to this Agreement shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

**Attorneys' Fees; Expenses.** Borrower agrees to pay upon demand all of Lender's costs and expenses, including Lender's attorneys' fees

## BUSINESS LOAN AGREEMENT (Continued)

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and Lender's legal expenses, incurred in connection with the enforcement of this Agreement. Lender may hire or pay someone else to help enforce this Agreement, and Borrower shall pay the costs and expenses of such enforcement. Costs and expenses include Lender's attorneys' fees and legal expenses whether or not there is a lawsuit, including attorneys' fees and legal expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services. Borrower also shall pay all court costs and such additional fees as may be directed by the court.

**Caption Headings.** Caption headings in this Agreement are for convenience purposes only and are not to be used to interpret or define the provisions of this Agreement.

**Consent to Loan Participation.** Borrower agrees and consents to Lender's sale or transfer, whether now or later, of one or more participation interests in the Loan to one or more purchasers, whether related or unrelated to Lender. Lender may provide, without any limitation whatsoever, to any one or more purchasers, or potential purchasers, any information or knowledge Lender may have about Borrower or about any other matter relating to the Loan, and Borrower hereby waives any rights to privacy Borrower may have with respect to such matters. Borrower additionally waives any and all notices of sale of participation interests, as well as all notices of any repurchase of such participation interests. Borrower also agrees that the purchasers of any such participation interests will be considered as the absolute owners of such interests in the Loan and will have all the rights granted under the participation agreement or agreements governing the sale of such participation interests. Borrower further waives all rights of offset or counterclaim that it may have now or later against Lender or against any purchaser of such a participation interest and unconditionally agrees that either Lender or such purchaser may enforce Borrower's obligation under the Loan irrespective of the failure or insolvency of any holder of any interest in the Loan. Borrower further agrees that the purchaser of any such participation interests may enforce its interests irrespective of any personal claims or defenses that Borrower may have against Lender.

**Governing Law.** This Agreement will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of New Hampshire without regard to its conflicts of law provisions. This Agreement has been accepted by Lender in the State of New Hampshire.

**Choice of Venue.** If there is a lawsuit, Borrower agrees upon Lender's request to submit to the jurisdiction of the courts of Merrimack County, State of New Hampshire.

**No Waiver by Lender.** Lender shall not be deemed to have waived any rights under this Agreement unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Agreement shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Agreement. No prior waiver by Lender, nor any course of dealing between Lender and Borrower, or between Lender and any Grantor, shall constitute a waiver of any of Lender's rights or of any of Borrower's or any Grantor's obligations as to any future transactions. Whenever the consent of Lender is required under this Agreement, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

**Notices.** Any notice required to be given under this Agreement shall be given in writing, and shall be effective when actually delivered, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Agreement. Any party may change its address for notices under this Agreement by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, Borrower agrees to keep Lender informed at all times of Borrower's current address. Unless otherwise provided or required by law, if there is more than one Borrower, any notice given by Lender to any Borrower is deemed to be notice given to all Borrowers.

**Severability.** If a court of competent jurisdiction finds any provision of this Agreement to be illegal, invalid, or unenforceable as to any circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other circumstance. If feasible, the offending provision shall be considered modified so that it becomes legal, valid and enforceable. If the offending provision cannot be so modified, it shall be considered deleted from this Agreement. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any provision of this Agreement shall not affect the legality, validity or enforceability of any other provision of this Agreement.

**Subsidiaries and Affiliates of Borrower.** To the extent the context of any provisions of this Agreement makes it appropriate, including without limitation any representation, warranty or covenant, the word "Borrower" as used in this Agreement shall include all of Borrower's subsidiaries and affiliates. Notwithstanding the foregoing however, under no circumstances shall this Agreement be construed to require Lender to make any Loan or other financial accommodation to any of Borrower's subsidiaries or affiliates.

**Successors and Assigns.** All covenants and agreements by or on behalf of Borrower contained in this Agreement or any Related Documents shall bind Borrower's successors and assigns and shall inure to the benefit of Lender and its successors and assigns. Borrower shall not, however, have the right to assign Borrower's rights under this Agreement or any interest therein, without the prior written consent of Lender.

**Survival of Representations and Warranties.** Borrower understands and agrees that in making the Loan, Lender is relying on all representations, warranties, and covenants made by Borrower in this Agreement or in any certificate or other instrument delivered by Borrower to Lender under this Agreement or the Related Documents. Borrower further agrees that regardless of any investigation made by Lender, all such representations, warranties and covenants will survive the making of the Loan and delivery to Lender of the Related Documents, shall be continuing in nature, and shall remain in full force and effect until such time as Borrower's indebtedness shall be paid in full, or until this Agreement shall be terminated in the manner provided above, whichever is the last to occur.

**Time Is of the Essence.** Time is of the essence in the performance of this Agreement.

**DEFINITIONS.** The following capitalized words and terms shall have the following meanings when used in this Agreement. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Agreement shall have the meanings attributed to such terms in the Uniform Commercial Code. Accounting words and terms not otherwise defined in this Agreement shall have the meanings assigned to them in accordance with generally accepted accounting principles as in effect on the date of this Agreement:

**Advance.** The word "Advance" means a disbursement of Loan funds made, or to be made, to Borrower or on Borrower's behalf on a line of credit or multiple advance basis under the terms and conditions of this Agreement.

**Agreement.** The word "Agreement" means this Business Loan Agreement, as this Business Loan Agreement may be amended or modified from time to time, together with all exhibits and schedules attached to this Business Loan Agreement from time to time.

**Borrower.** The word "Borrower" means Bodwell Waste Services Corporation and includes all co-signers and co-makers signing the Note and all their successors and assigns.

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**BUSINESS LOAN AGREEMENT  
(Continued)**

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**Collateral.** The word "Collateral" means all property and assets granted as collateral security for a Loan, whether real or personal property, whether granted directly or indirectly, whether granted now or in the future, and whether granted in the form of a security interest, mortgage, collateral mortgage, deed of trust, assignment, pledge, crop pledge, chattel mortgage, collateral chattel mortgage, chattel trust, factor's lien, equipment trust, conditional sale, trust receipt, lien, charge, lien or title retention contract, lease or consignment intended as a security device, or any other security or lien interest whatsoever, whether created by law, contract, or otherwise.

**Environmental Laws.** The words "Environmental Laws" mean any and all state, federal and local statutes, regulations and ordinances relating to the protection of human health or the environment, including without limitation the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq., or other applicable state or federal laws, rules, or regulations adopted pursuant thereto.

**Event of Default.** The words "Event of Default" mean any of the events of default set forth in this Agreement in the default section of this Agreement.

**GAAP.** The word "GAAP" means generally accepted accounting principles.

**Grantor.** The word "Grantor" means each and all of the persons or entities granting a Security Interest in any Collateral for the Loan, including without limitation all Borrowers granting such a Security Interest.

**Guarantor.** The word "Guarantor" means any guarantor, surety, or accommodation party of any or all of the Loan.

**Guaranty.** The word "Guaranty" means the guaranty from Guarantor to Lender, including without limitation a guaranty of all or part of the Note.

**Hazardous Substances.** The words "Hazardous Substances" mean materials that, because of their quantity, concentration or physical, chemical or infectious characteristics, may cause or pose a present or potential hazard to human health or the environment when improperly used, treated, stored, disposed of, generated, manufactured, transported or otherwise handled. The words "Hazardous Substances" are used in their very broadest sense and include without limitation any and all hazardous or toxic substances, materials or waste as defined by or listed under the Environmental Laws. The term "Hazardous Substances" also includes, without limitation, petroleum and petroleum by-products or any fraction thereof and asbestos.

**Indebtedness.** The word "Indebtedness" means the indebtedness evidenced by the Note or Related Documents, including all principal and interest together with all other indebtedness and costs and expenses for which Borrower is responsible under this Agreement or under any of the Related Documents.

**Lender.** The word "Lender" means Merrimack County Savings Bank, its successors and assigns.

**Loan.** The word "Loan" means any and all loans and financial accommodations from Lender to Borrower whether now or hereafter existing, and however evidenced, including without limitation those loans and financial accommodations described herein or described on any exhibit or schedule attached to this Agreement from time to time.

**Note.** The word "Note" means the Note dated December 7, 2017 and executed by Bodwell Waste Services Corporation in the principal amount of \$450,000.00, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the note or credit agreement.

**Permitted Liens.** The words "Permitted Liens" mean (1) liens and security interests securing Indebtedness owed by Borrower to Lender; (2) liens for taxes, assessments, or similar charges either not yet due or being contested in good faith; (3) liens of materialmen, mechanics, warehousemen, or carriers, or other like liens arising in the ordinary course of business and securing obligations which are not yet delinquent; (4) purchase money liens or purchase money security interests upon or in any property acquired or held by Borrower in the ordinary course of business to secure indebtedness outstanding on the date of this Agreement or permitted to be incurred under the paragraph of this Agreement titled "Indebtedness and Liens"; (5) liens and security interests which, as of the date of this Agreement, have been disclosed to and approved by the Lender in writing; and (6) those liens and security interests which in the aggregate constitute an immaterial and insignificant monetary amount with respect to the net value of Borrower's assets.

**Related Documents.** The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Loan.


**Security Agreement.** The words "Security Agreement" mean and include without limitation any agreements, promises, covenants, arrangements, understandings or other agreements, whether created by law, contract, or otherwise, evidencing, governing, representing, or creating a Security Interest.

**Security Interest.** The words "Security Interest" mean, without limitation, any and all types of collateral security, present and future, whether in the form of a lien, charge, encumbrance, mortgage, deed of trust, security deed, assignment, pledge, crop pledge, chattel mortgage, collateral chattel mortgage, chattel trust, factor's lien, equipment trust, conditional sale, trust receipt, lien or title retention contract, lease or consignment intended as a security device, or any other security or lien interest whatsoever whether created by law, contract, or otherwise.

**BORROWER ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS BUSINESS LOAN AGREEMENT AND BORROWER AGREES TO ITS TERMS. THIS BUSINESS LOAN AGREEMENT IS DATED DECEMBER 7, 2017.**

**BORROWER:**

**BODWELL WASTE SERVICES CORPORATION**

By:   
Robert S. LaMontagne, President of Bodwell Waste  
Services Corporation

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**BUSINESS LOAN AGREEMENT  
(Continued)**

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**LENDER:**

**MERRIMACK COUNTY SAVINGS BANK**

By:   
Thomas R. Dustin, Vice President

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## COMMERCIAL SECURITY AGREEMENT

Principal	Loan Date	Maturity	Loan No	Call / Coll	Account	Officer	Initials
\$450,000.00	12-07-2017	12-07-2032	4000109864	4A / 044		TRD	
References in the boxes above are for Lender's use only and do not limit the applicability of this document to any particular loan or item. Any item above containing "*****" has been omitted due to text length limitations.							

**Grantor:** Bodwell Waste Services Corporation  
17 Sky Oaks Drive  
Biddeford, ME 04005

**Lender:** Merrimack County Savings Bank  
89 North Main St.  
P.O. Box 2826  
Concord, NH 03302-2826  
(603) 225-2793

THIS COMMERCIAL SECURITY AGREEMENT dated December 7, 2017, is made and executed between Bodwell Waste Services Corporation ("Grantor") and Merrimack County Savings Bank ("Lender").

**GRANT OF SECURITY INTEREST.** For valuable consideration, Grantor grants to Lender a security interest in the Collateral to secure the indebtedness and agrees that Lender shall have the rights stated in this Agreement with respect to the Collateral, in addition to all other rights which Lender may have by law.

**COLLATERAL DESCRIPTION.** The word "Collateral" as used in this Agreement means the following described property, whether now owned or hereafter acquired, whether now existing or hereafter arising, and wherever located, in which Grantor is giving to Lender a security interest for the payment of the indebtedness and performance of all other obligations under the Note and this Agreement:

**All Inventory, Chattel Paper, Accounts, Equipment, General Intangibles and Fixtures**

In addition, the word "Collateral" also includes all the following, whether now owned or hereafter acquired, whether now existing or hereafter arising, and wherever located:

- (A) All accessions, attachments, accessories, tools, parts, supplies, replacements of and additions to any of the collateral described herein, whether added now or later.
- (B) All products and produce of any of the property described in this Collateral section.
- (C) All accounts, general intangibles, instruments, rents, monies, payments, and all other rights, arising out of a sale, lease, consignment or other disposition of any of the property described in this Collateral section.
- (D) All proceeds (including insurance proceeds) from the sale, destruction, loss, or other disposition of any of the property described in this Collateral section, and sums due from a third party who has damaged or destroyed the Collateral or from that party's insurer, whether due to judgment, settlement or other process.
- (E) All records and data relating to any of the property described in this Collateral section, whether in the form of a writing, photograph, microfilm, microfiche, or electronic media, together with all of Grantor's right, title, and interest in and to all computer software required to utilize, create, maintain, and process any such records or data on electronic media.

**RIGHT OF SETOFF.** To the extent permitted by applicable law, Lender reserves a right of setoff in all Grantor's accounts with Lender (whether checking, savings, or some other account). This includes all accounts Grantor holds jointly with someone else and all accounts Grantor may open in the future. However, this does not include any IRA or Keogh accounts, or any trust accounts for which setoff would be prohibited by law. Grantor authorizes Lender, to the extent permitted by applicable law, to charge or setoff all sums owing on the indebtedness against any and all such accounts, and, at Lender's option, to administratively freeze all such accounts to allow Lender to protect Lender's charge and setoff rights provided in this paragraph.

**GRANTOR'S REPRESENTATIONS AND WARRANTIES WITH RESPECT TO THE COLLATERAL.** With respect to the Collateral, Grantor represents and promises to Lender that:

**Perfection of Security Interest.** Grantor agrees to take whatever actions are requested by Lender to perfect and continue Lender's security interest in the Collateral. Upon request of Lender, Grantor will deliver to Lender any and all of the documents evidencing or constituting the Collateral, and Grantor will note Lender's interest upon any and all chattel paper and instruments if not delivered to Lender for possession by Lender.

**Notices to Lender.** Grantor will promptly notify Lender in writing at Lender's address shown above (or such other addresses as Lender may designate from time to time) prior to any (1) change in Grantor's name; (2) change in Grantor's assumed business name(s); (3) change in the management of the Corporation Grantor; (4) change in the authorized signer(s); (5) change in Grantor's principal office address; (6) change in Grantor's state of organization; (7) conversion of Grantor to a new or different type of business entity; or (8) change in any other aspect of Grantor that directly or indirectly relates to any agreements between Grantor and Lender. No change in Grantor's name or state of organization will take effect until after Lender has received notice.

**No Violation.** The execution and delivery of this Agreement will not violate any law or agreement governing Grantor or to which Grantor is a party, and its certificate or articles of incorporation and bylaws do not prohibit any term or condition of this Agreement.

**Enforceability of Collateral.** To the extent the Collateral consists of accounts, chattel paper, or general intangibles, as defined by the Uniform Commercial Code, the Collateral is enforceable in accordance with its terms, is genuine, and fully complies with all applicable laws and regulations concerning form, content and manner of preparation and execution, and all persons appearing to be obligated on the Collateral have authority and capacity to contract and are in fact obligated as they appear to be on the Collateral. At the time any account becomes subject to a security interest in favor of Lender, the account shall be a good and valid account representing an undisputed, bona fide indebtedness incurred by the account debtor, for merchandise held subject to delivery instructions or previously shipped or delivered pursuant to a contract of sale, or for services previously performed by Grantor with or for the account debtor. So long as this Agreement remains in effect, Grantor shall not, without Lender's prior written consent, compromise, settle, adjust, or extend payment under or with regard to any such Accounts. There shall be no setoffs or counterclaims against any of the Collateral, and no agreement shall have been made under which any deductions or discounts may be claimed concerning the Collateral except those disclosed to Lender in writing.

**Location of the Collateral.** Except in the ordinary course of Grantor's business, Grantor agrees to keep the Collateral (or to the extent the Collateral consists of intangible property such as accounts or general intangibles, the records concerning the Collateral) at Grantor's address shown above or at such other locations as are acceptable to Lender. Upon Lender's request, Grantor will deliver to Lender in form satisfactory to Lender a schedule of real properties and Collateral locations relating to Grantor's operations, including without limitation the

## COMMERCIAL SECURITY AGREEMENT (Continued)

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following: (1) all real property Grantor owns or is purchasing; (2) all real property Grantor is renting or leasing; (3) all storage facilities Grantor owns, rents, leases, or uses; and (4) all other properties where Collateral is or may be located.

**Removal of the Collateral.** Except in the ordinary course of Grantor's business, including the sales of inventory, Grantor shall not remove the Collateral from its existing location without Lender's prior written consent. To the extent that the Collateral consists of vehicles, or other titled property, Grantor shall not take or permit any action which would require application for certificates of title for the vehicles outside the State of New Hampshire, without Lender's prior written consent. Grantor shall, whenever requested, advise Lender of the exact location of the Collateral.

**Transactions Involving Collateral.** Except for inventory sold or accounts collected in the ordinary course of Grantor's business, or as otherwise provided for in this Agreement, Grantor shall not sell, offer to sell, or otherwise transfer or dispose of the Collateral. While Grantor is not in default under this Agreement, Grantor may sell inventory, but only in the ordinary course of its business and only to buyers who qualify as a buyer in the ordinary course of business. A sale in the ordinary course of Grantor's business does not include a transfer in partial or total satisfaction of a debt or any bulk sale. Grantor shall not pledge, mortgage, encumber or otherwise permit the Collateral to be subject to any lien, security interest, encumbrance, or charge, other than the security interest provided for in this Agreement, without the prior written consent of Lender. This includes security interests even if junior in right to the security interests granted under this Agreement. Unless waived by Lender, all proceeds from any disposition of the Collateral (for whatever reason) shall be held in trust for Lender and shall not be commingled with any other funds; provided however, this requirement shall not constitute consent by Lender to any sale or other disposition. Upon receipt, Grantor shall immediately deliver any such proceeds to Lender.

**Title.** Grantor represents and warrants to Lender that Grantor holds good and marketable title to the Collateral, free and clear of all liens and encumbrances except for the lien of this Agreement. No financing statement covering any of the Collateral is on file in any public office other than those which reflect the security interest created by this Agreement or to which Lender has specifically consented. Grantor shall defend Lender's rights in the Collateral against the claims and demands of all other persons.

**Repairs and Maintenance.** Grantor agrees to keep and maintain, and to cause others to keep and maintain, the Collateral in good order, repair and condition at all times while this Agreement remains in effect. Grantor further agrees to pay when due all claims for work done on, or services rendered or material furnished in connection with the Collateral so that no lien or encumbrance may ever attach to or be filed against the Collateral.

**Inspection of Collateral.** Lender and Lender's designated representatives and agents shall have the right at all reasonable times to examine and inspect the Collateral wherever located.

**Taxes, Assessments and Liens.** Grantor will pay when due all taxes, assessments and liens upon the Collateral, its use or operation, upon this Agreement, upon any promissory note or notes evidencing the Indebtedness, or upon any of the other Related Documents. Grantor may withhold any such payment or may elect to contest any lien if Grantor is in good faith conducting an appropriate proceeding to contest the obligation to pay and so long as Lender's interest in the Collateral is not jeopardized in Lender's sole opinion. If the Collateral is subjected to a lien which is not discharged within fifteen (15) days, Grantor shall deposit with Lender cash, a sufficient corporate surety bond or other security satisfactory to Lender in an amount adequate to provide for the discharge of the lien plus any interest, costs, attorneys' fees or other charges that could accrue as a result of foreclosure or sale of the Collateral. In any contest Grantor shall defend itself and Lender and shall satisfy any final adverse judgment before enforcement against the Collateral. Grantor shall name Lender as an additional obligee under any surety bond furnished in the contest proceedings. Grantor further agrees to furnish Lender with evidence that such taxes, assessments, and governmental and other charges have been paid in full and in a timely manner. Grantor may withhold any such payment or may elect to contest any lien if Grantor is in good faith conducting an appropriate proceeding to contest the obligation to pay and so long as Lender's interest in the Collateral is not jeopardized.

**Compliance with Governmental Requirements.** Grantor shall comply promptly with all laws, ordinances, rules and regulations of all governmental authorities, now or hereafter in effect, applicable to the ownership, production, disposition, or use of the Collateral, including all laws or regulations relating to the undue erosion of highly-erodible land or relating to the conversion of wetlands for the production of an agricultural product or commodity. Grantor may contest in good faith any such law, ordinance or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Lender's interest in the Collateral, in Lender's opinion, is not jeopardized.

**Hazardous Substances.** Grantor represents and warrants that the Collateral never has been, and never will be so long as this Agreement remains a lien on the Collateral, used in violation of any Environmental Laws or for the generation, manufacture, storage, transportation, treatment, disposal, release or threatened release of any Hazardous Substance. In addition, Grantor represents and warrants that the Collateral does not contain urea formaldehyde foam insulation or urea formaldehyde resin in violation of any New Hampshire state laws. The representations and warranties contained herein are based on Grantor's due diligence in investigating the Collateral for Hazardous Substances. Grantor hereby (1) releases and waives any future claims against Lender for indemnity or contribution in the event Grantor becomes liable for cleanup or other costs under any Environmental Laws, and (2) agrees to indemnify, defend, and hold harmless Lender against any and all claims and losses resulting from a breach of this provision of this Agreement. This obligation to indemnify and defend shall survive the payment of the Indebtedness and the satisfaction of this Agreement.

**Maintenance of Casualty Insurance.** Grantor shall procure and maintain all risks insurance, including without limitation fire, theft and liability coverage together with such other insurance as Lender may require with respect to the Collateral, in form, amounts, coverages and basis reasonably acceptable to Lender and issued by a company or companies reasonably acceptable to Lender. Grantor, upon request of Lender, will deliver to Lender from time to time the policies or certificates of insurance in form satisfactory to Lender, including stipulations that coverages will not be cancelled or diminished without at least fifteen (15) days' prior written notice to Lender and not including any disclaimer of the insurer's liability for failure to give such a notice. Each insurance policy also shall include an endorsement providing that coverage in favor of Lender will not be impaired in any way by any act, omission or default of Grantor or any other person. In connection with all policies covering assets in which Lender holds or is offered a security interest, Grantor will provide Lender with such loss payable or other endorsements as Lender may require. If Grantor at any time fails to obtain or maintain any insurance as required under this Agreement, Lender may (but shall not be obligated to) obtain such insurance as Lender deems appropriate, including if Lender so chooses "single interest insurance," which will cover only Lender's interest in the Collateral.

**Application of Insurance Proceeds.** Grantor shall promptly notify Lender of any loss or damage to the Collateral, whether or not such casualty or loss is covered by insurance. Lender may make proof of loss if Grantor fails to do so within fifteen (15) days of the casualty. All proceeds of any insurance on the Collateral, including accrued proceeds thereon, shall be held by Lender as part of the Collateral. If Lender consents to repair or replacement of the damaged or destroyed Collateral, Lender shall, upon satisfactory proof of expenditure, pay or reimburse Grantor from the proceeds for the reasonable cost of repair or restoration. If Lender does not consent to repair or replacement of the Collateral, Lender shall retain a sufficient amount of the proceeds to pay all of the Indebtedness, and shall pay the balance to Grantor. Any proceeds which have not been disbursed within six (6) months after their receipt and which Grantor has not committed to the repair or restoration of the Collateral shall be used to prepay the Indebtedness.

**Insurance Reserves.** Lender may require Grantor to maintain with Lender reserves for payment of insurance premiums, which reserves shall



## COMMERCIAL SECURITY AGREEMENT (Continued)

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be created by monthly payments from Grantor of a sum estimated by Lender to be sufficient to produce, at least fifteen (15) days before the premium due date, amounts at least equal to the insurance premiums to be paid. If fifteen (15) days before payment is due, the reserve funds are insufficient, Grantor shall upon demand pay any deficiency to Lender. The reserve funds shall be held by Lender as a general deposit and shall constitute a non-interest-bearing account which Lender may satisfy by payment of the insurance premiums required to be paid by Grantor as they become due. Lender does not hold the reserve funds in trust for Grantor, and Lender is not the agent of Grantor for payment of the insurance premiums required to be paid by Grantor. The responsibility for the payment of premiums shall remain Grantor's sole responsibility.

**Insurance Reports.** Grantor, upon request of Lender, shall furnish to Lender reports on each existing policy of insurance showing such information as Lender may reasonably request including the following: (1) the name of the insurer; (2) the risks insured; (3) the amount of the policy; (4) the property insured; (5) the then current value on the basis of which insurance has been obtained and the manner of determining that value; and (6) the expiration date of the policy. In addition, Grantor shall upon request by Lender (however not more often than annually) have an independent appraiser satisfactory to Lender determine, as applicable, the cash value or replacement cost of the Collateral.

**Financing Statements.** Grantor authorizes Lender to file a UCC financing statement, or alternatively, a copy of this Agreement to perfect Lender's security interest. At Lender's request, Grantor additionally agrees to sign all other documents that are necessary to perfect, protect, and continue Lender's security interest in the Property. Grantor will pay all filing fees, title transfer fees, and other fees and costs involved unless prohibited by law or unless Lender is required by law to pay such fees and costs. Grantor irrevocably appoints Lender to execute documents necessary to transfer title if there is a default. Lender may file a copy of this Agreement as a financing statement.

**GRANTOR'S RIGHT TO POSSESSION AND TO COLLECT ACCOUNTS.** Until default and except as otherwise provided below with respect to accounts, Grantor may have possession of the tangible personal property and beneficial use of all the Collateral and may use it in any lawful manner not inconsistent with this Agreement or the Related Documents, provided that Grantor's right to possession and beneficial use shall not apply to any Collateral where possession of the Collateral by Lender is required by law to perfect Lender's security interest in such Collateral. Until otherwise notified by Lender, Grantor may collect any of the Collateral consisting of accounts. At any time and even though no Event of Default exists, Lender may exercise its rights to collect the accounts and to notify account debtors to make payments directly to Lender for application to the Indebtedness. If Lender at any time has possession of any Collateral, whether before or after an Event of Default, Lender shall be deemed to have exercised reasonable care in the custody and preservation of the Collateral if Lender takes such action for that purpose as Grantor shall request or as Lender, in Lender's sole discretion, shall deem appropriate under the circumstances, but failure to honor any request by Grantor shall not of itself be deemed to be a failure to exercise reasonable care. Lender shall not be required to take any steps necessary to preserve any rights in the Collateral against prior parties, nor to protect, preserve or maintain any security interest given to secure the Indebtedness.

**LENDER'S EXPENDITURES.** If any action or proceeding is commenced that would materially affect Lender's interest in the Collateral or if Grantor fails to comply with any provision of this Agreement or any Related Documents, including but not limited to Grantor's failure to discharge or pay when due any amounts Grantor is required to discharge or pay under this Agreement or any Related Documents, Lender on Grantor's behalf may (but shall not be obligated to) take any action that Lender deems appropriate, including but not limited to discharging or paying all taxes, liens, security interests, encumbrances and other claims, at any time levied or placed on the Collateral and paying all costs for insuring, maintaining and preserving the Collateral. All such expenditures incurred or paid by Lender for such purposes will then bear interest at the rate charged under the Note from the date incurred or paid by Lender to the date of repayment by Grantor. All such expenses will become a part of the Indebtedness and, at Lender's option, will (A) be payable on demand; (B) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (1) the term of any applicable insurance policy; or (2) the remaining term of the Note; or (C) be treated as a balloon payment which will be due and payable at the Note's maturity. The Agreement also will secure payment of these amounts. Such right shall be in addition to all other rights and remedies to which Lender may be entitled upon Default.

**DEFAULT.** Each of the following shall constitute an Event of Default under this Agreement:

**Payment Default.** Grantor fails to make any payment when due under the Indebtedness.

**Other Defaults.** Grantor fails to comply with or to perform any other term, obligation, covenant or condition contained in this Agreement or in any of the Related Documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Grantor.

**Default in Favor of Third Parties.** Any guarantor or Grantor defaults under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of any guarantor's or Grantor's property or ability to perform their respective obligations under this Agreement or any of the Related Documents.

**False Statements.** Any warranty, representation or statement made or furnished to Lender by Grantor or on Grantor's behalf under this Agreement or the Related Documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

**Defective Collateralization.** This Agreement or any of the Related Documents ceases to be in full force and effect (including failure of any collateral document to create a valid and perfected security interest or lien) at any time and for any reason.

**Insolvency.** The dissolution or termination of Grantor's existence as a going business, the insolvency of Grantor, the appointment of a receiver for any part of Grantor's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Grantor.

**Creditor or Forfeiture Proceedings.** Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Grantor or by any governmental agency against any collateral securing the Indebtedness. This includes a garnishment of any of Grantor's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Grantor as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Grantor gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

**Events Affecting Guarantor.** Any of the preceding events occurs with respect to any Guarantor of any of the Indebtedness or Guarantor dies or becomes incompetent or revokes or disputes the validity of, or liability under, any Guaranty of the Indebtedness.

**Adverse Change.** A material adverse change occurs in Grantor's financial condition, or Lender believes the prospect of payment or performance of the Indebtedness is impaired.

**Insecurity.** Lender in good faith believes itself insecure.

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## COMMERCIAL SECURITY AGREEMENT (Continued)

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**Cure Provisions.** If any default, other than a default in payment, is curable and if Grantor has not been given a notice of a breach of the same provision of this Agreement within the preceding twelve (12) months, it may be cured if Grantor, after Lender sends written notice to Grantor demanding cure of such default: (1) cures the default within ten (10) days; or (2) if the cure requires more than ten (10) days, immediately initiates steps which Lender deems in Lender's sole discretion to be sufficient to cure the default and thereafter continues and completes all reasonable and necessary steps sufficient to produce compliance as soon as reasonably practical.

**RIGHTS AND REMEDIES ON DEFAULT.** If an Event of Default occurs under this Agreement, at any time thereafter, Lender shall have all the rights of a secured party under the New Hampshire Uniform Commercial Code. In addition and without limitation, Lender may exercise any one or more of the following rights and remedies:

**Accelerate Indebtedness.** Lender may declare the entire Indebtedness, including any prepayment penalty which Grantor would be required to pay, immediately due and payable, without notice of any kind to Grantor.

**Assemble Collateral.** Lender may require Grantor to deliver to Lender all or any portion of the Collateral and any and all certificates of title and other documents relating to the Collateral. Lender may require Grantor to assemble the Collateral and make it available to Lender at a place to be designated by Lender. Lender also shall have full power to enter upon the property of Grantor to take possession of and remove the Collateral. If the Collateral contains other goods not covered by this Agreement at the time of repossession, Grantor agrees Lender may take such other goods, provided that Lender makes reasonable efforts to return them to Grantor after repossession.

**Sell the Collateral.** Lender shall have full power to sell, lease, transfer, or otherwise deal with the Collateral or proceeds thereof in Lender's own name or that of Grantor. Lender may sell the Collateral at public auction or private sale. Unless the Collateral threatens to decline speedily in value or is of a type customarily sold on a recognized market, Lender will give Grantor, and other persons as required by law, reasonable notice of the time and place of any public sale, or the time after which any private sale or any other disposition of the Collateral is to be made. However, no notice need be provided to any person who, after Event of Default occurs, enters into and authenticates an agreement waiving that person's right to notification of sale. The requirements of reasonable notice shall be met if such notice is given at least ten (10) days before the time of the sale or disposition. All expenses relating to the disposition of the Collateral, including without limitation the expenses of retaking, holding, insuring, preparing for sale and selling the Collateral, shall become a part of the Indebtedness secured by this Agreement and shall be payable on demand, with interest at the Note rate from date of expenditure until repaid.

**Appoint Receiver.** Lender shall have the right to have a receiver appointed to take possession of all or any part of the Collateral, with the power to protect and preserve the Collateral, to operate the Collateral preceding foreclosure or sale, and to collect the rents from the Collateral and apply the proceeds, over and above the cost of the receivership, against the Indebtedness. The receiver may serve without bond if permitted by law. Lender's right to the appointment of a receiver shall exist whether or not the apparent value of the Collateral exceeds the Indebtedness by a substantial amount. Employment by Lender shall not disqualify a person from serving as a receiver.

**Collect Revenues, Apply Accounts.** Lender, either itself or through a receiver, may collect the payments, rents, income, and revenues from the Collateral. Lender may at any time in Lender's discretion transfer any Collateral into Lender's own name or that of Lender's nominee and receive the payments, rents, income, and revenues therefrom and hold the same as security for the Indebtedness or apply it to payment of the Indebtedness in such order of preference as Lender may determine. Insofar as the Collateral consists of accounts, general intangibles, insurance policies, instruments, chattel paper, choses in action, or similar property, Lender may demand, collect, receipt for, settle, compromise, adjust, sue for, foreclose, or realize on the Collateral as Lender may determine, whether or not Indebtedness or Collateral is then due. For these purposes, Lender may, on behalf of and in the name of Grantor, receive, open and dispose of mail addressed to Grantor; change any address to which mail and payments are to be sent; and endorse notes, checks, drafts, money orders, documents of title, instruments and items pertaining to payment, shipment, or storage of any Collateral. To facilitate collection, Lender may notify account debtors and obligors on any Collateral to make payments directly to Lender.

**Obtain Deficiency.** If Lender chooses to sell any or all of the Collateral, Lender may obtain a judgment against Grantor for any deficiency remaining on the Indebtedness due to Lender after application of all amounts received from the exercise of the rights provided in this Agreement. Grantor shall be liable for a deficiency even if the transaction described in this subsection is a sale of accounts or chattel paper.

**Other Rights and Remedies.** Lender shall have all the rights and remedies of a secured creditor under the provisions of the Uniform Commercial Code, as may be amended from time to time. In addition, Lender shall have and may exercise any or all other rights and remedies it may have available at law, in equity, or otherwise.

**Election of Remedies.** Except as may be prohibited by applicable law, all of Lender's rights and remedies, whether evidenced by this Agreement, the Related Documents, or by any other writing, shall be cumulative and may be exercised singularly or concurrently. Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or to take action to perform an obligation of Grantor under this Agreement, after Grantor's failure to perform, shall not affect Lender's right to declare a default and exercise its remedies.

**MISCELLANEOUS PROVISIONS.** The following miscellaneous provisions are a part of this Agreement:

**Amendments.** This Agreement, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Agreement. No alteration of or amendment to this Agreement shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

**Attorneys' Fees; Expenses.** Grantor agrees to pay upon demand all of Lender's costs and expenses, including Lender's attorneys' fees and Lender's legal expenses, incurred in connection with the enforcement of this Agreement. Lender may hire or pay someone else to help enforce this Agreement, and Grantor shall pay the costs and expenses of such enforcement. Costs and expenses include Lender's attorneys' fees and legal expenses whether or not there is a lawsuit, including attorneys' fees and legal expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services. Grantor also shall pay all court costs and such additional fees as may be directed by the court.

**Caption Headings.** Caption headings in this Agreement are for convenience purposes only and are not to be used to interpret or define the provisions of this Agreement.

**Governing Law.** This Agreement will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of New Hampshire without regard to its conflicts of law provisions. This Agreement has been accepted by Lender in the State of New Hampshire.

**Choice of Venue.** If there is a lawsuit, Grantor agrees upon Lender's request to submit to the jurisdiction of the courts of Merrimack County, State of New Hampshire.

**No Waiver by Lender.** Lender shall not be deemed to have waived any rights under this Agreement unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any

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## COMMERCIAL SECURITY AGREEMENT (Continued)

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other right. A waiver by Lender of a provision of this Agreement shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Agreement. No prior waiver by Lender, nor any course of dealing between Lender and Grantor, shall constitute a waiver of any of Lender's rights or of any of Grantor's obligations as to any future transactions. Whenever the consent of Lender is required under this Agreement, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

**Notices.** Any notice required to be given under this Agreement shall be given in writing, and shall be effective when actually delivered, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Agreement. Any party may change its address for notices under this Agreement by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, Grantor agrees to keep Lender informed at all times of Grantor's current address. Unless otherwise provided or required by law, if there is more than one Grantor, any notice given by Lender to any Grantor is deemed to be notice given to all Grantors.

**Power of Attorney.** Grantor hereby appoints Lender as Grantor's irrevocable attorney-in-fact for the purpose of executing any documents necessary to perfect, amend, or to continue the security interest granted in this Agreement or to demand termination of filings of other secured parties. Lender may at any time, and without further authorization from Grantor, file a carbon, photographic or other reproduction of any financing statement or of this Agreement for use as a financing statement. Grantor will reimburse Lender for all expenses for the perfection and the continuation of the perfection of Lender's security interest in the Collateral.

**Severability.** If a court of competent jurisdiction finds any provision of this Agreement to be illegal, invalid, or unenforceable as to any circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other circumstance. If feasible, the offending provision shall be considered modified so that it becomes legal, valid and enforceable. If the offending provision cannot be so modified, it shall be considered deleted from this Agreement. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any provision of this Agreement shall not affect the legality, validity or enforceability of any other provision of this Agreement.

**Successors and Assigns.** Subject to any limitations stated in this Agreement on transfer of Grantor's interest, this Agreement shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Collateral becomes vested in a person other than Grantor, Lender, without notice to Grantor, may deal with Grantor's successors with reference to this Agreement and the indebtedness by way of forbearance or extension without releasing Grantor from the obligations of this Agreement or liability under the Indebtedness.

**Survival of Representations and Warranties.** All representations, warranties, and agreements made by Grantor in this Agreement shall survive the execution and delivery of this Agreement, shall be continuing in nature, and shall remain in full force and effect until such time as Grantor's Indebtedness shall be paid in full.

**Time is of the Essence.** Time is of the essence in the performance of this Agreement.

**DEFINITIONS.** The following capitalized words and terms shall have the following meanings when used in this Agreement. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Agreement shall have the meanings attributed to such terms in the Uniform Commercial Code:

**Agreement.** The word "Agreement" means this Commercial Security Agreement, as this Commercial Security Agreement may be amended or modified from time to time, together with all exhibits and schedules attached to this Commercial Security Agreement from time to time.

**Borrower.** The word "Borrower" means Bodwell Waste Services Corporation and includes all co-signers and co-makers signing the Note and all their successors and assigns.

**Collateral.** The word "Collateral" means all of Grantor's right, title and interest in and to all the Collateral as described in the Collateral Description section of this Agreement.

**Default.** The word "Default" means the Default set forth in this Agreement in the section titled "Default".

**Environmental Laws.** The words "Environmental Laws" mean any and all state, federal and local statutes, regulations and ordinances relating to the protection of human health or the environment, including without limitation the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq., or other applicable state or federal laws, rules, or regulations adopted pursuant thereto.

**Event of Default.** The words "Event of Default" mean any of the events of default set forth in this Agreement in the default section of this Agreement.

**Grantor.** The word "Grantor" means Bodwell Waste Services Corporation.

**Guarantor.** The word "Guarantor" means any guarantor, surety, or accommodation party of any or all of the indebtedness.

**Guaranty.** The word "Guaranty" means the guaranty from Guarantor to Lender, including without limitation a guaranty of all or part of the Note.

**Hazardous Substances.** The words "Hazardous Substances" mean materials that, because of their quantity, concentration or physical, chemical or infectious characteristics, may cause or pose a present or potential hazard to human health or the environment when improperly used, treated, stored, disposed of, generated, manufactured, transported or otherwise handled. The words "Hazardous Substances" are used in their very broadest sense and include without limitation any and all hazardous or toxic substances, materials or waste as defined by or listed under the Environmental Laws. The term "Hazardous Substances" also includes, without limitation, petroleum and petroleum by-products or any fraction thereof and asbestos.

**Indebtedness.** The word "Indebtedness" means the indebtedness evidenced by the Note or Related Documents, including all principal and interest together with all other indebtedness and costs and expenses for which Grantor is responsible under this Agreement or under any of the Related Documents.

**Lender.** The word "Lender" means Merrimack County Savings Bank, its successors and assigns.

**Note.** The word "Note" means the Note dated December 7, 2017 and executed by Bodwell Waste Services Corporation in the principal amount of \$450,000.00, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the note or credit agreement.

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**COMMERCIAL SECURITY AGREEMENT  
(Continued)**

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**Property.** The word "Property" means all of Grantor's right, title and interest in and to all the Property as described in the "Collateral Description" section of this Agreement.


**Related Documents.** The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness.

**GRANTOR HAS READ AND UNDERSTOOD ALL THE PROVISIONS OF THIS COMMERCIAL SECURITY AGREEMENT AND AGREES TO ITS TERMS. THIS AGREEMENT IS DATED DECEMBER 7, 2017.**

**GRANTOR:**

**BODWELL WASTE SERVICES CORPORATION**

**By:**

  
**Robert S. LaMontagne, President of Bodwell Waste  
Services Corporation**

**LENDER:**

**MERRIMACK COUNTY SAVINGS BANK**

**x**

  
**Thomas R. Dustin, Vice President**

## CORPORATE RESOLUTION TO BORROW / GRANT COLLATERAL

Principal	Loan Date	Maturity	Loan No	Call / Coll	Account	Officer	Initials
\$450,000.00	12-07-2017	12-07-2032	4000109864	4A / 044		TRD	

References in the boxes above are for Lender's use only and do not limit the applicability of this document to any particular loan or item.  
Any item above containing "\*\*\*\*\*" has been omitted due to text length limitations.

**Corporation:** Bodwell Waste Services Corporation  
17 Sky Oaks Drive  
Biddeford, ME 04005

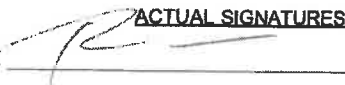
**Lender:** Merrimack County Savings Bank  
89 North Main St.  
P.O. Box 2826  
Concord, NH 03302-2826  
(603) 225-2793

### I, THE UNDERSIGNED, DO HEREBY CERTIFY THAT:

**THE CORPORATION'S EXISTENCE.** The complete and correct name of the Corporation is Bodwell Waste Services Corporation ("Corporation"). The Corporation is a corporation for profit which is, and at all times shall be, duly organized, validly existing, and in good standing under and by virtue of the laws of the State of New Hampshire. The Corporation is duly authorized to transact business in all other states in which the Corporation is doing business, having obtained all necessary filings, governmental licenses and approvals for each state in which the Corporation is doing business. Specifically, the Corporation is, and at all times shall be, duly qualified as a foreign corporation in all states in which the failure to so qualify would have a material adverse effect on its business or financial condition. The Corporation has the full power and authority to own its properties and to transact the business in which it is presently engaged or presently proposes to engage. The Corporation maintains its principal office at 17 Sky Oaks Drive, Biddeford, ME 04005. Unless the Corporation has designated otherwise in writing, this is the principal office at which the Corporation keeps its books and records. The Corporation will notify Lender prior to any change in the location of the Corporation's state of organization or any change in the Corporation's name. The Corporation shall do all things necessary to preserve and to keep in full force and effect its existence, rights and privileges, and shall comply with all regulations, rules, ordinances, statutes, orders and decrees of any governmental or quasi-governmental authority or court applicable to the Corporation and the Corporation's business activities.

**RESOLUTIONS ADOPTED.** At a meeting of the Directors of the Corporation, or if the Corporation is a close corporation having no Board of Directors then at a meeting of the Corporation's shareholders, duly called and held on **December 1, 2017**, at which a quorum was present and voting, or by other duly authorized action in lieu of a meeting, the resolutions set forth in this Resolution were adopted.

**OFFICER.** The following named person is an officer of Bodwell Waste Services Corporation:

<u>NAMES</u>	<u>TITLES</u>	<u>AUTHORIZED</u>	<u>ACTUAL SIGNATURES</u>
Robert S. LaMontagne	President	Y    X	

**ACTIONS AUTHORIZED.** The authorized person listed above may enter into any agreements of any nature with Lender, and those agreements will bind the Corporation. Specifically, but without limitation, the authorized person is authorized, empowered, and directed to do the following for and on behalf of the Corporation:

**Borrow Money.** To borrow, as a cosigner or otherwise, from time to time from Lender, on such terms as may be agreed upon between the Corporation and Lender, such sum or sums of money as in his or her judgment should be borrowed; however, not exceeding at any one time the amount of **Four Hundred Fifty Thousand & 00/100 Dollars (\$450,000.00)**, in addition to such sum or sums of money as may be currently borrowed by the Corporation from Lender.

**Execute Notes.** To execute and deliver to Lender the promissory note or notes, or other evidence of the Corporation's credit accommodations, on Lender's forms, at such rates of interest and on such terms as may be agreed upon, evidencing the sums of money so borrowed or any of the Corporation's indebtedness to Lender, and also to execute and deliver to Lender one or more renewals, extensions, modifications, refinancings, consolidations, or substitutions for one or more of the notes, any portion of the notes, or any other evidence of credit accommodations.

**Grant Security.** To mortgage, pledge, transfer, endorse, hypothecate, or otherwise encumber and deliver to Lender any property now or hereafter belonging to the Corporation or in which the Corporation now or hereafter may have an interest, including without limitation all of the Corporation's real property and all of the Corporation's personal property (tangible or intangible), as security for the payment of any loans or credit accommodations so obtained, any promissory notes so executed (including any amendments to or modifications, renewals, and extensions of such promissory notes), or any other or further indebtedness of the Corporation to Lender at any time owing, however the same may be evidenced. Such property may be mortgaged, pledged, transferred, endorsed, hypothecated or encumbered at the time such loans are obtained or such indebtedness is incurred, or at any other time or times, and may be either in addition to or in lieu of any property theretofore mortgaged, pledged, transferred, endorsed, hypothecated or encumbered.

**Execute Security Documents.** To execute and deliver to Lender the forms of mortgage, deed of trust, pledge agreement, hypothecation agreement, and other security agreements and financing statements which Lender may require and which shall evidence the terms and conditions under and pursuant to which such liens and encumbrances, or any of them, are given; and also to execute and deliver to Lender any other written instruments, any chattel paper, or any other collateral, of any kind or nature, which Lender may deem necessary or proper in connection with or pertaining to the giving of the liens and encumbrances.

**Negotiate Items.** To draw, endorse, and discount with Lender all drafts, trade acceptances, promissory notes, or other evidences of indebtedness payable to or belonging to the Corporation or in which the Corporation may have an interest, and either to receive cash for the same or to cause such proceeds to be credited to the Corporation's account with Lender, or to cause such other disposition of the proceeds derived therefrom as he or she may deem advisable.

**Further Acts.** In the case of lines of credit, to designate additional or alternate individuals as being authorized to request advances under such lines, and in all cases, to do and perform such other acts and things, to pay any and all fees and costs, and to execute and deliver such other documents and agreements as the officer may in his or her discretion deem reasonably necessary or proper in order to carry into effect the provisions of this Resolution.

**ASSUMED BUSINESS NAMES.** The Corporation has filed or recorded all documents or filings required by law relating to all assumed business names used by the Corporation. Excluding the name of the Corporation, the following is a complete list of all assumed business names under which the Corporation does business: **None.**

**NOTICES TO LENDER.** The Corporation will promptly notify Lender in writing at Lender's address shown above (or such other addresses as Lender may designate from time to time) prior to any (A) change in the Corporation's name; (B) change in the Corporation's assumed business name(s); (C) change in the management of the Corporation; (D) change in the authorized signer(s); (E) change in the Corporation's principal office address; (F) change in the Corporation's state of organization; (G) conversion of the Corporation to a new or different type of

**CORPORATE RESOLUTION TO BORROW / GRANT COLLATERAL  
(Continued)**

**Page 2**

business entity; or (H) change in any other aspect of the Corporation that directly or indirectly relates to any agreements between the Corporation and Lender. No change in the Corporation's name or state of organization will take effect until after Lender has received notice.

**CERTIFICATION CONCERNING OFFICERS AND RESOLUTIONS.** The officer named above is duly elected, appointed, or employed by or for the Corporation, as the case may be, and occupies the position set opposite his or her respective name. This Resolution now stands of record on the books of the Corporation, is in full force and effect, and has not been modified or revoked in any manner whatsoever.

**NO CORPORATE SEAL.** The Corporation has no corporate seal, and therefore, no seal is affixed to this Resolution.

**CONTINUING VALIDITY.** Any and all acts authorized pursuant to this Resolution and performed prior to the passage of this Resolution are hereby ratified and approved. This Resolution shall be continuing, shall remain in full force and effect and Lender may rely on it until written notice of its revocation shall have been delivered to and received by Lender at Lender's address shown above (or such addresses as Lender may designate from time to time). Any such notice shall not affect any of the Corporation's agreements or commitments in effect at the time notice is given.

**IN TESTIMONY WHEREOF,** I have hereunto set my hand and attest that the signature set opposite the name listed above is his or her genuine signature.

I have read all the provisions of this Resolution, and I personally and on behalf of the Corporation certify that all statements and representations made in this Resolution are true and correct. This Corporate Resolution to Borrow / Grant Collateral is dated December 7, 2017.

**CERTIFIED TO AND ATTESTED BY:**

X

  
Robert S. LaMontagne, President of Bodwell Waste  
Services Corporation

NOTE: If the officer signing this Resolution is designated by the foregoing document as one of the officers authorized to act on the Corporation's behalf, it is advisable to have this Resolution signed by at least one non-authorized officer of the Corporation.

## ERRORS AND OMISSIONS AGREEMENT

Principal	Loan Date	Maturity	Loan No	Call / Coll	Account	Officer	Initials
\$450,000.00	12-07-2017	12-07-2032	4000109864	4A / 044		TRD	
References in the boxes above are for Lender's use only and do not limit the applicability of this document to any particular loan or item. Any item above containing "*****" has been omitted due to text length limitations.							

**Borrower:** Bodwell Waste Services Corporation  
17 Sky Oaks Drive  
Biddeford, ME 04005

**Lender:** Merrimack County Savings Bank  
89 North Main St.  
P.O. Box 2826  
Concord, NH 03302-2826  
(603) 225-2793

**LOAN NO.:** 4000109864

The undersigned Borrower for and in consideration of the above-referenced Lender funding the closing of this loan agrees, if requested by Lender or Closing Agent for Lender, to fully cooperate and adjust for clerical errors, any or all loan closing documentation if deemed necessary or desirable in the reasonable discretion of Lender to enable Lender to sell, convey, seek guaranty or market said loan to any entity, including but not limited to an investor, Federal National Mortgage Association, Federal Home Loan Mortgage Corporation, Government National Mortgage Association, Federal Housing Authority or the Department of Veterans Affairs.

The undersigned Borrower does hereby so agree and covenant in order to assure that this loan documentation executed this date will conform and be acceptable in the marketplace in the instance of transfer, sale or conveyance by Lender of its interest in and to said loan documentation.

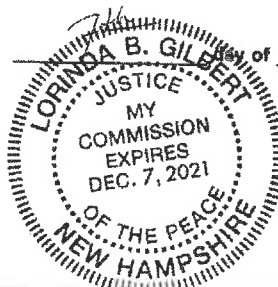
DATED effective this December 7, 2017

**BORROWER:**

**BODWELL WASTE SERVICES CORPORATION**

By: [Signature]  
Robert S. LaMontagne, President of Bodwell Waste  
Services Corporation

Sworn to and subscribed before me this



day of December, 20 17

x [Signature]  
(Notary Public) S.P.

My Commission Expires: 12-7-21



## COMMERCIAL GUARANTY

**Borrower:** Bodwell Waste Services Corporation  
17 Sky Oaks Drive  
Biddeford, ME 04005

**Lender:** Merrimack County Savings Bank  
89 North Main St.  
P.O. Box 2826  
Concord, NH 03302-2826  
(603) 225-2793

**Guarantor:** Robert S. LaMontagne  
27 Puritan Dr  
Bedford, NH 03110-6047

**CONTINUING GUARANTEE OF PAYMENT AND PERFORMANCE.** For good and valuable consideration, Guarantor absolutely and unconditionally guarantees full and punctual payment and satisfaction of the Indebtedness of Borrower to Lender, and the performance and discharge of all Borrower's obligations under the Note and the Related Documents. This is a guaranty of payment and performance and not of collection, so Lender can enforce this Guaranty against Guarantor even when Lender has not exhausted Lender's remedies against anyone else obligated to pay the Indebtedness or against any collateral securing the Indebtedness, this Guaranty or any other guaranty of the Indebtedness. Guarantor will make any payments to Lender or its order, on demand, in legal tender of the United States of America, in same-day funds, without set-off or deduction or counterclaim, and will otherwise perform Borrower's obligations under the Note and Related Documents. Under this Guaranty, Guarantor's liability is unlimited and Guarantor's obligations are continuing.

**INDEBTEDNESS.** The word "Indebtedness" as used in this Guaranty means all of the principal amount outstanding from time to time and at any one or more times, accrued unpaid interest thereon and all collection costs and legal expenses related thereto permitted by law, attorneys' fees, arising from any and all debts, liabilities and obligations of every nature or form, now existing or hereafter arising or acquired, that Borrower individually or collectively or interchangeably with others, owes or will owe Lender. "Indebtedness" includes, without limitation, loans, advances, debts, overdraft indebtedness, credit card indebtedness, lease obligations, liabilities and obligations under any interest rate protection agreements or foreign currency exchange agreements or commodity price protection agreements, other obligations, and liabilities of Borrower, and any present or future judgments against Borrower, future advances, loans or transactions that renew, extend, modify, refinance, consolidate or substitute these debts, liabilities and obligations whether: voluntarily or involuntarily incurred; due or to become due by their terms or acceleration; absolute or contingent; liquidated or unliquidated; determined or undetermined; direct or indirect; primary or secondary in nature or arising from a guaranty or surety; secured or unsecured; joint or several or joint and several; evidenced by a negotiable or non-negotiable instrument or writing; originated by Lender or another or others; barred or unenforceable against Borrower for any reason whatsoever; for any transactions that may be voidable for any reason (such as infancy, insanity, ultra vires or otherwise); and originated then reduced or extinguished and then afterwards increased or reinstated.

If Lender presently holds one or more guaranties, or hereafter receives additional guaranties from Guarantor, Lender's rights under all guaranties shall be cumulative. This Guaranty shall not (unless specifically provided below to the contrary) affect or invalidate any such other guaranties. Guarantor's liability will be Guarantor's aggregate liability under the terms of this Guaranty and any such other untermiated guaranties.

**CONTINUING GUARANTY.** THIS IS A "CONTINUING GUARANTY" UNDER WHICH GUARANTOR AGREES TO GUARANTEE THE FULL AND PUNCTUAL PAYMENT, PERFORMANCE AND SATISFACTION OF THE INDEBTEDNESS OF BORROWER TO LENDER, NOW EXISTING OR HEREAFTER ARISING OR ACQUIRED, ON AN OPEN AND CONTINUING BASIS. ACCORDINGLY, ANY PAYMENTS MADE ON THE INDEBTEDNESS WILL NOT DISCHARGE OR DIMINISH GUARANTOR'S OBLIGATIONS AND LIABILITY UNDER THIS GUARANTY FOR ANY REMAINING AND SUCCEEDING INDEBTEDNESS EVEN WHEN ALL OR PART OF THE OUTSTANDING INDEBTEDNESS MAY BE A ZERO BALANCE FROM TIME TO TIME.

**DURATION OF GUARANTY.** This Guaranty will take effect when received by Lender without the necessity of any acceptance by Lender, or any notice to Guarantor or to Borrower, and will continue in full force until all the Indebtedness incurred or contracted before receipt by Lender of any notice of revocation shall have been fully and finally paid and satisfied and all of Guarantor's other obligations under this Guaranty shall have been performed in full. If Guarantor elects to revoke this Guaranty, Guarantor may only do so in writing. Guarantor's written notice of revocation must be mailed to Lender, by certified mail, at Lender's address listed above or such other place as Lender may designate in writing. Written revocation of this Guaranty will apply only to new Indebtedness created after actual receipt by Lender of Guarantor's written revocation. For this purpose and without limitation, the term "new Indebtedness" does not include the Indebtedness which at the time of notice of revocation is contingent, unliquidated, undetermined or not due and which later becomes absolute, liquidated, determined or due. For this purpose and without limitation, "new Indebtedness" does not include all or part of the Indebtedness that is: incurred by Borrower prior to revocation; incurred under a commitment that became binding before revocation; any renewals, extensions, substitutions, and modifications of the Indebtedness. This Guaranty shall bind Guarantor's estate as to the Indebtedness created both before and after Guarantor's death or incapacity, regardless of Lender's actual notice of Guarantor's death. Subject to the foregoing, Guarantor's executor or administrator or other legal representative may terminate this Guaranty in the same manner in which Guarantor might have terminated it and with the same effect. Release of any other guarantor or termination of any other guaranty of the Indebtedness shall not affect the liability of Guarantor under this Guaranty. A revocation Lender receives from any one or more Guarantors shall not affect the liability of any remaining Guarantors under this Guaranty. It is anticipated that fluctuations may occur in the aggregate amount of the Indebtedness covered by this Guaranty, and Guarantor specifically acknowledges and agrees that reductions in the amount of the Indebtedness, even to zero dollars (\$0.00), shall not constitute a termination of this Guaranty. This Guaranty is binding upon Guarantor and Guarantor's heirs, successors and assigns so long as any of the Indebtedness remains unpaid and even though the Indebtedness may from time to time be zero dollars (\$0.00).

**GUARANTOR'S AUTHORIZATION TO LENDER.** Guarantor authorizes Lender, either before or after any revocation hereof, without notice or demand and without lessening Guarantor's liability under this Guaranty, from time to time: (A) prior to revocation as set forth above, to make one or more additional secured or unsecured loans to Borrower, to lease equipment or other goods to Borrower, or otherwise to extend additional credit to Borrower; (B) to alter, compromise, renew, extend, accelerate, or otherwise change one or more times the time for payment or other terms of the Indebtedness or any part of the Indebtedness, including increases and decreases of the rate of interest on the Indebtedness; extensions may be repeated and may be for longer than the original loan term; (C) to take and hold security for the payment of this Guaranty or the Indebtedness, and exchange, enforce, waive, subordinate, fail or decide not to perfect, and release any such security, with or without the substitution of new collateral; (D) to release, substitute, agree not to sue, or deal with any one or more of Borrower's sureties, endorsers, or other guarantors on any terms or in any manner Lender may choose; (E) to determine how, when and what application of payments and credits shall be made on the Indebtedness; (F) to apply such security and direct the order or manner of sale thereof, including without limitation, any nonjudicial sale permitted by the terms of the controlling security agreement or deed of trust, as Lender in its discretion may determine; (G) to sell, transfer, assign or grant participations in all or any part of the Indebtedness; and (H) to assign or transfer this Guaranty in whole or in part.

**GUARANTOR'S REPRESENTATIONS AND WARRANTIES.** Guarantor represents and warrants to Lender that (A) no representations or agreements of any kind have been made to Guarantor which would limit or qualify in any way the terms of this Guaranty; (B) this Guaranty is executed at Borrower's request and not at the request of Lender; (C) Guarantor has full power, right and authority to enter into this Guaranty;



## COMMERCIAL GUARANTY (Continued)

Page 2

(D) the provisions of this Guaranty do not conflict with or result in a default under any agreement or other instrument binding upon Guarantor and do not result in a violation of any law, regulation, court decree or order applicable to Guarantor; (E) Guarantor has not and will not, without the prior written consent of Lender, sell, lease, assign, encumber, hypothecate, transfer, or otherwise dispose of all or substantially all of Guarantor's assets, or any interest therein; (F) upon Lender's request, Guarantor will provide to Lender financial and credit information in form acceptable to Lender, and all such financial information which currently has been, and all future financial information which will be provided to Lender is and will be true and correct in all material respects and fairly present Guarantor's financial condition as of the dates the financial information is provided; (G) no material adverse change has occurred in Guarantor's financial condition since the date of the most recent financial statements provided to Lender and no event has occurred which may materially adversely affect Guarantor's financial condition; (H) no litigation, claim, investigation, administrative proceeding or similar action (including those for unpaid taxes) against Guarantor is pending or threatened; (I) Lender has made no representation to Guarantor as to the creditworthiness of Borrower; and (J) Guarantor has established adequate means of obtaining from Borrower on a continuing basis information regarding Borrower's financial condition. Guarantor agrees to keep adequately informed from such means of any facts, events, or circumstances which might in any way affect Guarantor's risks under this Guaranty, and Guarantor further agrees that, absent a request for information, Lender shall have no obligation to disclose to Guarantor any information or documents acquired by Lender in the course of its relationship with Borrower.

**GUARANTOR'S FINANCIAL STATEMENTS.** Guarantor agrees to furnish Lender with the following:

**Tax Returns.** As soon as available, but in no event later than thirty (30) days after the applicable filing date for the tax reporting period ended, Guarantor's Federal and other governmental tax returns, prepared by a tax professional satisfactory to Lender.

**Additional Requirements.** Annual Personal Financial Statement to be received within 120 days of calendar year end.

All financial reports required to be provided under this Guaranty shall be prepared in accordance with GAAP, applied on a consistent basis, and certified by Guarantor as being true and correct.

**GUARANTOR'S WAIVERS.** Except as prohibited by applicable law, Guarantor waives any right to require Lender (A) to continue lending money or to extend other credit to Borrower; (B) to make any presentment, protest, demand, or notice of any kind, including notice of any nonpayment of the Indebtedness or of any nonpayment related to any collateral, or notice of any action or nonaction on the part of Borrower, Lender, any surety, endorser, or other guarantor in connection with the Indebtedness or in connection with the creation of new or additional loans or obligations; (C) to resort for payment or to proceed directly or at once against any person, including Borrower or any other guarantor; (D) to proceed directly against or exhaust any collateral held by Lender from Borrower, any other guarantor, or any other person; (E) to give notice of the terms, time, and place of any public or private sale of personal property security held by Lender from Borrower or to comply with any other applicable provisions of the Uniform Commercial Code; (F) to pursue any other remedy within Lender's power; or (G) to commit any act or omission of any kind, or at any time, with respect to any matter whatsoever.

Guarantor also waives any and all rights or defenses based on suretyship or impairment of collateral including, but not limited to, any rights or defenses arising by reason of (A) any "one action" or "anti-deficiency" law or any other law which may prevent Lender from bringing any action, including a claim for deficiency, against Guarantor, before or after Lender's commencement or completion of any foreclosure action, either judicially or by exercise of a power of sale; (B) any election of remedies by Lender which destroys or otherwise adversely affects Guarantor's subrogation rights or Guarantor's rights to proceed against Borrower for reimbursement, including without limitation, any loss of rights Guarantor may suffer by reason of any law limiting, qualifying, or discharging the Indebtedness; (C) any disability or other defense of Borrower, of any other guarantor, or of any other person, or by reason of the cessation of Borrower's liability from any cause whatsoever, other than payment in full in legal tender, of the Indebtedness; (D) any right to claim discharge of the Indebtedness on the basis of unjustified impairment of any collateral for the Indebtedness; (E) any statute of limitations, if at any time any action or suit brought by Lender against Guarantor is commenced, there is outstanding Indebtedness which is not barred by any applicable statute of limitations; or (F) any defenses given to guarantors at law or in equity other than actual payment and performance of the Indebtedness. If payment is made by Borrower, whether voluntarily or otherwise, or by any third party, on the Indebtedness and thereafter Lender is forced to remit the amount of that payment to Borrower's trustee in bankruptcy or to any similar person under any federal or state bankruptcy law or law for the relief of debtors, the Indebtedness shall be considered unpaid for the purpose of the enforcement of this Guaranty.

Guarantor further waives and agrees not to assert or claim at any time any deductions to the amount guaranteed under this Guaranty for any claim of setoff, counterclaim, counter demand, recoupment or similar right, whether such claim, demand or right may be asserted by the Borrower, the Guarantor, or both.

**GUARANTOR'S UNDERSTANDING WITH RESPECT TO WAIVERS.** Guarantor warrants and agrees that each of the waivers set forth above is made with Guarantor's full knowledge of its significance and consequences and that, under the circumstances, the waivers are reasonable and not contrary to public policy or law. If any such waiver is determined to be contrary to any applicable law or public policy, such waiver shall be effective only to the extent permitted by law or public policy.

**RIGHT OF SETOFF.** To the extent permitted by applicable law, Lender reserves a right of setoff in all Guarantor's accounts with Lender (whether checking, savings, or some other account). This includes all accounts Guarantor holds jointly with someone else and all accounts Guarantor may open in the future. However, this does not include any IRA or Keogh accounts, or any trust accounts for which setoff would be prohibited by law. Guarantor authorizes Lender, to the extent permitted by applicable law, to hold these funds if there is a default, and Lender may apply the funds in these accounts to pay what Guarantor owes under the terms of this Guaranty.

**SUBORDINATION OF BORROWER'S DEBTS TO GUARANTOR.** Guarantor agrees that the Indebtedness, whether now existing or hereafter created, shall be superior to any claim that Guarantor may now have or hereafter acquire against Borrower, whether or not Borrower becomes insolvent. Guarantor hereby expressly subordinates any claim Guarantor may have against Borrower, upon any account whatsoever, to any claim that Lender may now or hereafter have against Borrower. In the event of insolvency and consequent liquidation of the assets of Borrower, through bankruptcy, by an assignment for the benefit of creditors, by voluntary liquidation, or otherwise, the assets of Borrower applicable to the payment of the claims of both Lender and Guarantor shall be paid to Lender and shall be first applied by Lender to the Indebtedness. Guarantor does hereby assign to Lender all claims which it may have or acquire against Borrower or against any assignee or trustee in bankruptcy of Borrower; provided however, that such assignment shall be effective only for the purpose of assuring to Lender full payment in legal tender of the Indebtedness. If Lender so requests, any notes or credit agreements now or hereafter evidencing any debts or obligations of Borrower to Guarantor shall be marked with a legend that the same are subject to this Guaranty and shall be delivered to Lender. Guarantor agrees, and Lender is hereby authorized, in the name of Guarantor, from time to time to file financing statements and continuation statements and to execute documents and to take such other actions as Lender deems necessary or appropriate to perfect, preserve and enforce its rights under this Guaranty.

**MISCELLANEOUS PROVISIONS.** The following miscellaneous provisions are a part of this Guaranty:

**Amendments.** This Guaranty, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Guaranty. No alteration or amendment to this Guaranty shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

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## COMMERCIAL GUARANTY (Continued)

Page 3

**Attorneys' Fees; Expenses.** Guarantor agrees to pay upon demand all of Lender's costs and expenses, including Lender's attorneys' fees and Lender's legal expenses, incurred in connection with the enforcement of this Guaranty. Lender may hire or pay someone else to help enforce this Guaranty, and Guarantor shall pay the costs and expenses of such enforcement. Costs and expenses include Lender's attorneys' fees and legal expenses whether or not there is a lawsuit, including attorneys' fees and legal expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services. Guarantor also shall pay all court costs and such additional fees as may be directed by the court.

**Caption Headings.** Caption headings in this Guaranty are for convenience purposes only and are not to be used to interpret or define the provisions of this Guaranty.

**Governing Law.** This Guaranty will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of New Hampshire without regard to its conflicts of law provisions.

**Choice of Venue.** If there is a lawsuit, Guarantor agrees upon Lender's request to submit to the jurisdiction of the courts of Merrimack County, State of New Hampshire.

**Integration.** Guarantor further agrees that Guarantor has read and fully understands the terms of this Guaranty; Guarantor has had the opportunity to be advised by Guarantor's attorney with respect to this Guaranty; the Guaranty fully reflects Guarantor's intentions and parole evidence is not required to interpret the terms of this Guaranty. Guarantor hereby indemnifies and holds Lender harmless from all losses, claims, damages, and costs (including Lender's attorneys' fees) suffered or incurred by Lender as a result of any breach by Guarantor of the warranties, representations and agreements of this paragraph.

**Interpretation.** In all cases where there is more than one Borrower or Guarantor, then all words used in this Guaranty in the singular shall be deemed to have been used in the plural where the context and construction so require; and where there is more than one Borrower named in this Guaranty or when this Guaranty is executed by more than one Guarantor, the words "Borrower" and "Guarantor" respectively shall mean all and any one or more of them. The words "Guarantor," "Borrower," and "Lender" include the heirs, successors, assigns, and transferees of each of them. If a court finds that any provision of this Guaranty is not valid or should not be enforced, that fact by itself will not mean that the rest of this Guaranty will not be valid or enforced. Therefore, a court will enforce the rest of the provisions of this Guaranty even if a provision of this Guaranty may be found to be invalid or unenforceable. If any one or more of Borrower or Guarantor are corporations, partnerships, limited liability companies, or similar entities, it is not necessary for Lender to inquire into the powers of Borrower or Guarantor or of the officers, directors, partners, managers, or other agents acting or purporting to act on their behalf, and any indebtedness made or created in reliance upon the professed exercise of such powers shall be guaranteed under this Guaranty.

**Notices.** Any notice required to be given under this Guaranty shall be given in writing, and, except for revocation notices by Guarantor, shall be effective when actually delivered, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Guaranty. All revocation notices by Guarantor shall be in writing and shall be effective upon delivery to Lender as provided in the section of this Guaranty entitled "DURATION OF GUARANTY." Any party may change its address for notices under this Guaranty by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, Guarantor agrees to keep Lender informed at all times of Guarantor's current address. Unless otherwise provided or required by law, if there is more than one Guarantor, any notice given by Lender to any Guarantor is deemed to be notice given to all Guarantors.

**No Waiver by Lender.** Lender shall not be deemed to have waived any rights under this Guaranty unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Guaranty shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Guaranty. No prior waiver by Lender, nor any course of dealing between Lender and Guarantor, shall constitute a waiver of any of Lender's rights or of any of Guarantor's obligations as to any future transactions. Whenever the consent of Lender is required under this Guaranty, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

**Successors and Assigns.** Subject to any limitations stated in this Guaranty on transfer of Guarantor's interest, this Guaranty shall be binding upon and inure to the benefit of the parties, their successors and assigns.

**OTHER COVENANTS: COMMITMENT LETTER.** All other terms and conditions set forth in Commitment Letter, dated August 29, 2017, not consistent with the terms set forth herein, are incorporated by reference.

**DEFINITIONS.** The following capitalized words and terms shall have the following meanings when used in this Guaranty. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Guaranty shall have the meanings attributed to such terms in the Uniform Commercial Code:

**Borrower.** The word "Borrower" means Bodwell Waste Services Corporation and includes all co-signers and co-makers signing the Note and all their successors and assigns.

**GAAP.** The word "GAAP" means generally accepted accounting principles.

**Guarantor.** The word "Guarantor" means everyone signing this Guaranty, including without limitation Robert S. LaMontagne, and in each case, any signer's successors and assigns.

**Guaranty.** The word "Guaranty" means this guaranty from Guarantor to Lender.

**Indebtedness.** The word "Indebtedness" means Borrower's indebtedness to Lender as more particularly described in this Guaranty.

**Lender.** The word "Lender" means Merrimack County Savings Bank, its successors and assigns.

**Note.** The word "Note" means and includes without limitation all of Borrower's promissory notes and/or credit agreements evidencing Borrower's loan obligations in favor of Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of and substitutions for promissory notes or credit agreements.

**Related Documents.** The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the indebtedness.

**COMMERCIAL GUARANTY  
(Continued)**

**Page 4**

EACH UNDERSIGNED GUARANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS GUARANTY AND AGREES TO ITS TERMS. IN ADDITION, EACH GUARANTOR UNDERSTANDS THAT THIS GUARANTY IS EFFECTIVE UPON GUARANTOR'S EXECUTION AND DELIVERY OF THIS GUARANTY TO LENDER AND THAT THE GUARANTY WILL CONTINUE UNTIL TERMINATED IN THE MANNER SET FORTH IN THE SECTION TITLED "DURATION OF GUARANTY". NO FORMAL ACCEPTANCE BY LENDER IS NECESSARY TO MAKE THIS GUARANTY EFFECTIVE. THIS GUARANTY IS DATED DECEMBER 7, 2017.

**GUARANTOR:**

X 

Robert S. LaMontagne

LaserPro, Ver. 17.1.10.015 Copr. D+H USA Corporation 1997, 2017. All Rights Reserved. - NIH CILASERPRO-PRODIOFALPLUEZLFC TR-12696 PR-39

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## AGREEMENT TO PROVIDE INSURANCE

<b>Principal</b> <b>\$450,000.00</b>	<b>Loan Date</b> <b>12-07-2017</b>	<b>Maturity</b> <b>12-07-2032</b>	<b>Loan No</b> <b>4000109864</b>	<b>Call / Coll</b> <b>4A / 044</b>	<b>Account</b>	<b>Officer</b> <b>TRD</b>	<b>Initials</b>
References in the boxes above are for Lender's use only and do not limit the applicability of this document to any particular loan or item. Any item above containing "*****" has been omitted due to text length limitations.							

**Grantor:** Bodwell Waste Services Corporation  
17 Sky Oaks Drive  
Biddeford, ME 04005

**Lender:** Merrimack County Savings Bank  
89 North Main St.  
P.O. Box 2826  
Concord, NH 03302-2826  
(603) 225-2793

**INSURANCE REQUIREMENTS.** Grantor, Bodwell Waste Services Corporation ("Grantor"), understands that insurance coverage is required in connection with the extending of a loan or the providing of other financial accommodations to Grantor by Lender. These requirements are set forth in the security documents for the loan. The following minimum insurance coverages must be provided on the following described collateral (the "Collateral"):

**Collateral:** All Inventory, Equipment and Fixtures.

**Type:** All risks, including fire, theft and liability.

**Amount:** Full Insurable Value.

**Basis:** Replacement value.

**Endorsements:** Lender loss payable clause with stipulation that coverage will not be cancelled or diminished without a minimum of 15 days prior written notice to Lender.

**Latest Delivery Date:** By the loan closing date.

**INSURANCE COMPANY.** Grantor may obtain insurance from any insurance company Grantor may choose that is reasonably acceptable to Lender. Grantor understands that credit may not be denied solely because insurance was not purchased through Lender.

**FAILURE TO PROVIDE INSURANCE.** Grantor agrees to deliver to Lender, on the latest delivery date stated above, proof of the required insurance as provided above, with an effective date of December 7, 2017, or earlier. Grantor acknowledges and agrees that if Grantor fails to provide any required insurance or fails to continue such insurance in force, Lender may do so at Grantor's expense as provided in the applicable security document. The cost of any such insurance, at the option of Lender, shall be added to the indebtedness as provided in the security document. GRANTOR ACKNOWLEDGES THAT IF LENDER SO PURCHASES ANY SUCH INSURANCE, THE INSURANCE WILL PROVIDE LIMITED PROTECTION AGAINST PHYSICAL DAMAGE TO THE COLLATERAL, UP TO AN AMOUNT EQUAL TO THE LESSER OF (1) THE UNPAID BALANCE OF THE DEBT, EXCLUDING ANY UNEARNED FINANCE CHARGES, OR (2) THE VALUE OF THE COLLATERAL; HOWEVER, GRANTOR'S EQUITY IN THE COLLATERAL MAY NOT BE INSURED. IN ADDITION, THE INSURANCE MAY NOT PROVIDE ANY PUBLIC LIABILITY OR PROPERTY DAMAGE INDEMNIFICATION AND MAY NOT MEET THE REQUIREMENTS OF ANY FINANCIAL RESPONSIBILITY LAWS.

**AUTHORIZATION.** For purposes of insurance coverage on the Collateral, Grantor authorizes Lender to provide to any person (including any insurance agent or company) all information Lender deems appropriate, whether regarding the Collateral, the loan or other financial accommodations, or both.

**GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS AGREEMENT TO PROVIDE INSURANCE AND AGREES TO ITS TERMS. THIS AGREEMENT IS DATED DECEMBER 7, 2017.**

**GRANTOR:**

**BODWELL WASTE SERVICES CORPORATION**

By:   
Robert S. LaMontagne, President of Bodwell Waste  
Services Corporation

<b>FOR LENDER USE ONLY</b>	
<b>DATE:</b> _____	<b>INSURANCE VERIFICATION</b>
<b>AGENT'S NAME:</b> _____	<b>PHONE:</b> _____
<b>AGENCY:</b> _____	
<b>ADDRESS:</b> _____	
<b>INSURANCE COMPANY:</b> _____	
<b>POLICY NUMBER:</b> _____	
<b>EFFECTIVE DATES:</b> _____	
<b>COMMENTS:</b> _____	

BODWEWAS

**ACORD™****EVIDENCE OF PROPERTY INSURANCE**DATE (MM/DD/YYYY)  
12/07/2017

THIS EVIDENCE OF PROPERTY INSURANCE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE ADDITIONAL INTEREST NAMED BELOW. THIS EVIDENCE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS EVIDENCE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE ADDITIONAL INTEREST.

<b>AGENCY</b> USI Insurance Services LLC 3 Executive Park Drive, Suite 300 Bedford, NH 03110		<b>PHONE</b> (A/C, No, Ext): 855 874-0123		<b>COMPANY</b> Peerless Insurance Company	
<b>FAX</b> (A/C, No):		<b>E-MAIL ADDRESS:</b> sandy.lacroix@usi.com			
<b>CODE:</b>		<b>SUB CODE:</b>			
<b>AGENCY CUSTOMER ID #:</b> 537405					
<b>INSURED</b> Bodwell Waste Services Corp. c/o St. Cyr & Associates 17 Sky Oaks Dr. Biddeford, ME 04005-0831		<b>LOAN NUMBER</b>		<b>POLICY NUMBER</b> CBP8045173	
		<b>EFFECTIVE DATE</b> 07/07/17		<b>EXPIRATION DATE</b> 07/07/18	
				<input type="checkbox"/> CONTINUED UNTIL TERMINATED IF CHECKED	
<b>THIS REPLACES PRIOR EVIDENCE DATED:</b>					

**PROPERTY INFORMATION****LOCATION/DESCRIPTION**

Off Bodwell Rd., Manchester NH

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS EVIDENCE OF PROPERTY INSURANCE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.


**COVERAGE INFORMATION**

COVERAGE/PERILS/FORMS	AMOUNT OF INSURANCE	DEDUCTIBLE
Building and Equipment Special Form Perils Including Theft Replacement Cost Value	\$468,663	\$1,000

**REMARKS (Including Special Conditions)****CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

**ADDITIONAL INTEREST**

<b>NAME AND ADDRESS</b> Merrimack County Savings Bank, ATIMA ISAOA 89 North Main Street Concord, NH 03301	<b>MORTGAGEE</b>		<b>ADDITIONAL INSURED</b>
	<input checked="" type="checkbox"/> <b>LOSS PAYEE</b>		
	<b>LOAN #</b>		
	<b>AUTHORIZED REPRESENTATIVE</b> 		

## STATEMENT OF FINANCE CHARGES - NHRSA 399-B

Principal	Loan Date	Maturity	Loan No	Call / Coll	Account	Officer	Initials
\$450,000.00	12-07-2017	12-07-2032	4000109864	4A / 044		TRD	

References in the boxes above are for Lender's use only and do not limit the applicability of this document to any particular loan or item.  
Any item above containing "\*\*\*\*\*" has been omitted due to text length limitations.

**Borrower:** Bodwell Waste Services Corporation  
17 Sky Oaks Drive  
Biddeford, ME 04005

**Lender:** Merrimack County Savings Bank  
89 North Main St.  
P.O. Box 2826  
Concord, NH 03302-2826  
(603) 225-2793

**Guarantor:** Robert S. LaMontagne  
27 Puritan Dr  
Bedford, NH 03110-6047

In connection with the loan transaction consummated on December 7, 2017, between Merrimack County Savings Bank, which is organized under the laws of the State of New Hampshire, with a principal place of business at 89 North Main St., P.O. Box 2826, Concord, NH 03302-2826, ("Lender"); Bodwell Waste Services Corporation, with a mailing address of 17 Sky Oaks Drive, Biddeford, ME 04005, ("Borrower"); and Robert S. LaMontagne, with a mailing address of 27 Puritan Dr, Bedford, NH 03110-6047, ("Guarantor"), Borrower and Guarantor are hereby informed pursuant to NHRSA 399-B that Borrower, or in the event Borrower fails to do so, Guarantor, according to the terms of the guaranty, shall pay the following:

**INTEREST.** Pursuant to a Note of even date, Borrower shall pay interest on the loan having an original principal balance of Four Hundred Fifty Thousand & 00/100 Dollars (\$450,000.00).

**PAYMENT.** Subject to any payment changes resulting from changes in the Index, Borrower will pay this loan in accordance with the following payment schedule, which calculates interest on the unpaid principal balances as described in the "INTEREST CALCULATION METHOD" paragraph using the interest rates described in this paragraph: 60 monthly consecutive principal and interest payments in the initial amount of \$3,500.24 each, beginning January 7, 2018, with interest calculated on the unpaid principal balances using an initial discounted interest rate of 4.750% per annum based on a year of 360 days; 119 monthly consecutive principal and interest payments in the initial amount of \$3,588.41 each, beginning January 7, 2023, with interest calculated on the unpaid principal balances using an interest rate based on the 5 Year Federal Home Loan Bank of Boston Regular 5/15 Amortizing Advance Rate (currently 2.540%), plus a margin of 2.750%, resulting in an initial interest rate of 5.290% per annum based on a year of 360 days; and one principal and interest payment of \$3,588.57 on December 7, 2032, with interest calculated on the unpaid principal balances using an interest rate based on the 5 Year Federal Home Loan Bank of Boston Regular 5/15 Amortizing Advance Rate (currently 2.540%), plus a margin of 2.750%, resulting in an initial interest rate of 5.290% per annum based on a year of 360 days. This estimated final payment is based on the assumption that all payments will be made exactly as scheduled and that the Index does not change; the actual final payment will be for all principal and accrued interest not yet paid, together with any other unpaid amounts under this loan.

**VARIABLE INTEREST RATE.** For the first 60 payments, the interest rate on this loan will be 4.750%. Thereafter, the interest rate on the Note is subject to change from time to time based on changes in an independent index which is the 5 Year Federal Home Loan Bank of Boston Regular 5/15 Amortizing Advance Rate (the "Index"). The Index is not necessarily the lowest rate charged by Lender on its loans. If the Index becomes unavailable during the term of this loan, Lender may designate a substitute index after notifying Borrower. Lender will tell Borrower the current Index rate upon Borrower's request. The interest rate change will not occur more often than each five years. Borrower understands that Lender may make loans based on other rates as well. The Index currently is 2.540% per annum. The interest rate or rates to be applied to the unpaid principal balance during the Note will be the rate or rates set forth herein in the "Payment" section. Notwithstanding any other provision of this loan, after the first payment stream, the interest rate for each subsequent payment stream will be effective as of the due date of the last payment in the just-ending payment stream. NOTICE: Under no circumstances will the interest rate on the Note be more than the maximum rate allowed by applicable law. Whenever increases occur in the interest rate, Lender, at its option, may do one or more of the following: (A) increase Borrower's payments to ensure Borrower's loan will pay off by its original final maturity date, (B) increase Borrower's payments to cover accruing interest, (C) increase the number of Borrower's payments, and (D) continue Borrower's payments at the same amount and increase Borrower's final payment.

**INTEREST CALCULATION METHOD.** Interest on this loan is computed on a 30/360 basis; that is, with the exception of odd days before the first full payment cycle, monthly interest is calculated by applying the ratio of the interest rate over a year of 360 days, multiplied by the outstanding principal balance, multiplied by a month of 30 days. Interest for the odd days before the first full month is calculated on the basis of the actual days and a 360-day year. All interest payable under this loan is computed using this method.

**APPLICABLE INTEREST RATE.** Borrower expressly agrees that the interest rate specified in this loan shall be the applicable interest rate due, notwithstanding the rate of interest prescribed by statute from time to time, (A) on amounts outstanding during the term of the Loan, and (B) on amounts outstanding on and after the maturity date of the Loan, demand, the initiation of suit for collection, or the initiation of any foreclosure proceedings with respect to any collateral securing any portion of the Loan. The aforementioned interest rate shall be applicable to (except to the extent expressly provided to the contrary in any of the loan documents), and shall accrue on account of, any and all amounts owing by Borrower, other than unpaid interest, under each of the documents executed in connection with this Loan.

**ORIGINATION FEE.** There are no origination fees on this loan.

**OTHER CHARGES.** Borrower has paid or will pay the following other charges in connection with this Loan:

Credit Availability. \$ \_\_\_\_\_  
Annual Fee. \$ \_\_\_\_\_  
Overdraft Fee. \$ \_\_\_\_\_

**Late Charges.** If a payment is 10 days or more late, Borrower will be charged 5.000% of the unpaid portion of the regularly scheduled payment.

**Credit Life Insurance.** Type of Insurance Purchased: No Insurance Purchased.

**PREPAYMENT.**

**EXPENSES.** Borrower shall pay legal costs and expenses incurred in the preparation of documents and the closing of the transaction and related expenses, including filing and recording fees, in the estimated amount as described below. The actual amount of such costs and expenses may

**STATEMENT OF FINANCE CHARGES - NHRSA 399-B**  
**(Continued)**

**Page 2**

be somewhat more or less than estimated.

**Amount Financed Itemization**

<b>Amount paid to Borrower directly:</b>	<b>\$449,682.00</b>
\$449,682.00 Lender's Check #	
<b>Other Disbursements:</b>	<b>\$318.00</b>
\$318.00 Fees and Expenses to MCSB	
<b>Note Principal:</b>	<b>\$450,000.00</b>
<b>Prepaid Finance Charges:</b>	<b>\$0.00</b>
<b>Amount Financed:</b>	<b>\$450,000.00</b>

<b>Other Charges Paid in Cash:</b>	<b>\$318.00</b>
\$20.00 UCC Search	
\$48.00 UCC-1 Filing with NH Secretary of State	
\$250.00 Document Preparation Fee	

**BORROWER AND GUARANTOR EACH ACKNOWLEDGE RECEIPT OF A COPY OF THIS STATEMENT AT THE LOAN CLOSING HELD ON THIS DATE AND ACKNOWLEDGE AGREEMENT WITH THE TERMS HEREOF.**

**BORROWER:**

**BODWELL WASTE SERVICES CORPORATION**

**By:**

  
Robert S. LaMontagne, President of Bodwell Waste  
Services Corporation

**GUARANTOR:**

**X**

  
Robert S. LaMontagne, Individually

## DISBURSEMENT REQUEST AND AUTHORIZATION

Principal	Loan Date	Maturity	Loan No	Call / Coll	Account	Officer	Initials
\$450,000.00	12-07-2017	12-07-2032	4000109864	4A / 044		TRD	

References in the boxes above are for Lender's use only and do not limit the applicability of this document to any particular loan or item. Any item above containing "\*\*\*\*\*" has been omitted due to text length limitations.

**Borrower:** Bodwell Waste Services Corporation  
17 Sky Oaks Drive  
Biddeford, ME 04005

**Lender:** Merrimack County Savings Bank  
89 North Main St.  
P.O. Box 2826  
Concord, NH 03302-2826  
(603) 225-2793

**LOAN TYPE.** This is a Variable Rate Nondisclosable Loan to a Corporation for \$450,000.00 due on December 7, 2032.

**PRIMARY PURPOSE OF LOAN.** The primary purpose of this loan is for:

- ☐ Personal, Family, or Household Purposes or Personal Investment.  
☒ Business (Including Real Estate Investment).

**SPECIFIC PURPOSE.** The specific purpose of this loan is: Refinance existing loan and provide funds for system improvements.

**DISBURSEMENT INSTRUCTIONS.** Borrower understands that no loan proceeds will be disbursed until all of Lender's conditions for making the loan have been satisfied. Please disburse the loan proceeds of \$450,000.00 as follows:

Amount paid to Borrower directly:	\$449,682.00
\$449,682.00 Lender's Check # 108864	
Other Disbursements:	\$318.00
\$318.00 Fees and Expenses to MCSB	
Note Principal:	\$450,000.00

**CHARGES PAID IN CASH.** Borrower has paid or will pay in cash as agreed the following charges:

Prepaid Finance Charges Paid in Cash:	\$0.00
Other Charges Paid in Cash:	\$318.00
\$20.00 UCC Search	
\$48.00 UCC-1 Filing with NH Secretary of State	
\$250.00 Document Preparation Fee	
Total Charges Paid in Cash:	\$318.00

**FINANCIAL CONDITION.** BY SIGNING THIS AUTHORIZATION, BORROWER REPRESENTS AND WARRANTS TO LENDER THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND CORRECT AND THAT THERE HAS BEEN NO MATERIAL ADVERSE CHANGE IN BORROWER'S FINANCIAL CONDITION AS DISCLOSED IN BORROWER'S MOST RECENT FINANCIAL STATEMENT TO LENDER. THIS AUTHORIZATION IS DATED DECEMBER 7, 2017.

**BORROWER:**

**BODWELL WASTE SERVICES CORPORATION**

By: 

Robert S. LaMontagne, President of Bodwell Waste Services Corporation



P.O. Box 777  
Concord, NH 03302-0777  
(603) 224-2871

**///doc-u-search**

Nationwide  
(800) 332-3034  
FAX: (603) 224-2794

12/06/2017

Lorinda Gilbert  
Merrimack County Savings Bank  
89 North Main Street  
Concord, NH 03301

RE: BODWELL WASTE SERVICES CORPORATION  
NH SECRETARY OF STATE - UCC

Dear Ms. Gilbert:


Pursuant to your instructions, we have conducted a UCC search at the above named jurisdiction. As of 12/05/2017, there were no (0) active financing statements or tax liens recorded against Bodwell Waste Services Corporation.

Enclosed you will find the listing and our invoice for services rendered. Please note: We are no longer sending paper copies of our report/invoices. Please honor this as your invoice.

Thank you for calling ///doc.u.search to assist you in this matter. We value your business and welcome any opportunity to be of service. We are look forward to our next assignment. Remember, we have 40 years of experience in the retrieval and securing of documents and information NATIONWIDE. Call us if we can help you in any jurisdiction!

Don't hesitate to contact me directly, should you have any further questions or concerns.

Sincerely,

  
Mary-Lou Cook  
President  
34850902

Please remit with payments to:

**///doc-u-search**

P.O. BOX 777  
CONCORD, NEW HAMPSHIRE 03302-0777  
(603) 224-2871 (603) 332-3034  
FAX: (603) 224-2794

Please reference search number when making payments.

**PAYMENT DUE UPON RECEIPT. INTEREST ACCRUED  
AT A RATE OF 2% PER MONTH (24% PER ANNUM)  
ON UNPAID BALANCE OVER 30 DAYS.**

**INVOICE**

**DATE:** 12/06/2017

Account #: 3322MCS13  
Search #: 34850902  
Reference:  
Jurisdiction: NH SECRETARY OF STATE - UCC  
Subject: BODWELL WASTE SERVICES CORPORATION

**CHARGES**  
Service Fee: \$ 20.00  
Rush: \$ 0.00

**EXPENSES**  
Correspondent: \$ 0.00  
Photostats: \$ 0.00  
Statutory: \$ 0.00  
Telephone/Postage: \$ 0.00  
FedEx/Courier: \$ 0.00  
Fax/Delivery: \$ 0.00

**TOTAL:** \$ 20.00

Lorinda Gilbert  
Merrimack County Savings Bank  
89 North Main Street  
Concord, NH 03301

**\*\*Reasonable care is taken in every search.  
We accept no liability.**

thank you

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State of New Hampshire  
Department of State

A handwritten signature in black ink, appearing to read "William M. Gardner".

William M. Gardner  
Secretary of State

**Liens Filing Search Result Report**  
December 6, 2017



**Date Searched:** 12/06/2017 08:40:59 AM

**Searched by:** 71779

**Filing Chains:** 0

**Good Through Filing Date:** 12/05/2017 04:30:00 PM

**Search Criteria:** Filing Status: UNLAPSED

**Include Records:** IACA Standard Search Logic

**Organization Name:** BODWELL WASTE SERVICES CORPORATION

**No filings were found that match the given criteria.**



**MERRIMACK**  
COUNTY SAVINGS BANK

Docket No. DW 22-012  
Exhibit No. 3

89 North Main Street, PO Box 2826  
Concord, NH 03302  
603.225.2793 | 800.541.0006  
themerrimack.com

August 29, 2017

Mr. Robert S. LaMontagne  
Bodwell Waste Services Corp.  
317 South River Road  
Bedford, NH 03110

Dear Robert:

Pursuant to your request for financing, Merrimack County Savings Bank (the "Bank") or (the "Lender") is pleased to inform you that we have approved a Term Loan in the amount of Four Hundred Fifty Thousand Dollars (\$450,000.00). This commitment is contingent upon the following terms and conditions:

1. **Borrower:** Bodwell Waste Services Corp.
2. **Unlimited Guarantors:** Robert S. LaMontagne, personally
3. **Lender:** Merrimack County Savings Bank  
89 North Main Street  
Concord, N.H. 03301
4. **Amount:** \$450,000
5. **Type of Loan:** Term Loan
6. **Purpose of Loan:** Refinance existing loan and provide funds for system improvements.
7. **Points/Fees:** \$250 Document Preparation fee
8. **Loan Term:** 15 years
9. **Maturity:** 15 years
10. **Security:** 1<sup>st</sup> security lien on all business assets of Bodwell Waste Services Corp.
11. **Prepayment Premium:** None
12. **Interest Rate :** Fixed for 5 years at 4.75%; then adjusting every 5 years based on the FHLB 5/15 amortizing advance rate plus a margin of 2.75%.
13. **Monthly Payments:** Principal and interest payments of \$3,500.24 monthly

**OTHER TERMS AND CONDITIONS:**

14. **Annual Financial Statements:** Lender will require from the Borrower annually a copy of the annual report filed with the NHPUC within 30 days of filing; and personal tax returns and personal financial statement from guarantor within 120 days of year end.
15. **Rent Rolls:** N/A
16. **Insurance:** Borrower is to provide at closing, from an insurance company acceptable to the Lender, the following certificates and confirmation that payments are current. The Lender and its successors and assigns, as their interests may appear, shall be listed as Mortgagee/Loss Payee (real estate loans) or Loss Payee (non real estate loans):
  - a) Liability Insurance.
  - b) Hazard insurance, including fire and extended coverage, at 100% of replacement cost.
  - c) Flood insurance: N/A

All policies and certificates shall provide that no cancellation shall be effective without ten (10) days prior written notice to Lender. Failure to maintain the above insurance during the term of the Loan and/or failure to provide the Bank with evidence of such insurance and payment of premiums shall be an event of default.
17. **Environmental Inspections:** N/A
18. **Title Insurance Policy Including:**
  - a) No exception for mechanics liens or taxes and special assessments.
  - b) Variable Rate Endorsement.
  - c) Affirmative Language Endorsement for easements and for any restrictive covenants affecting the premises.
  - d) Affirmative Language Endorsement insuring that any subordinate matters are, in fact, subordinate to the lien of the insured mortgage.
19. **Property Tax Escrow:** N/A
20. **Default Rate:** A default rate shall be set as per the loan documents.
21. **Late Charge:** Five Percent (5%) of any monthly installment of principal and interest to be paid to Lender if the Lender does not receive any payment within ten (10) days after it is due.
22. **Due on Sale Provisions:** N/A
23. **No Adverse Change:** If, prior to the closing or prior to any subsequent disbursement, there have been any material adverse changes with regard to any collateral or to any representation heretofore made by Borrower or if the Borrower is involved in any bankruptcy, reorganization or insolvency proceedings, then at Lender's option, it may elect not to close the Loan.
24. **Legal Services and Opinion:** All legal services to be rendered on behalf of Borrower in connection with the Loan shall be performed by an attorney (or attorneys) acceptable to Lender, the expense of which shall be borne by Borrower.
25. **Termination of Commitment:** Lender may terminate its commitment by notice to Borrower in the event that (a) Borrower shall fail to comply with any term or condition hereof; (b) any representation, warranty, statement, certificate, schedule or report made or furnished to Lender is false or misleading in any material respect as of the time made or furnished; (c) Borrower shall: (I) apply for or consent to the appointment of a receiver, trustee or

liquidator for it or for any of its property, (ii) admit in writing its inability to pay its debts as they mature; (iii) make a general assignment for the benefit of creditors, (iv) be adjudicated insolvent or (v) file a voluntary petition in bankruptcy, or a petition or an answer seeking reorganization or any agreement with creditors or, (vi) an order, judgment or decree shall be entered without the application, approval or consent of Borrower, by any court of competent jurisdiction, approving a petition seeking reorganization of Borrower, or appointing a receiver, trustee, committee or liquidator for or of Borrower.

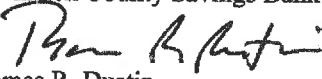
26. **Assignment:** This commitment is not assignable by Borrower. Lender shall have the right to sell and/or assign all or any portion of this commitment or any document evidencing or securing the Loan.
27. **Borrower's Affidavit:** Borrower shall make such representations to Lender as to matters affecting Borrower and the Security as the Lender or its attorneys may require.
28. **Costs:** Whether or not the loan transaction is completed, the Borrower shall pay all costs incidental to the transaction including, but not limited to: attorney's fees (including the Bank's attorneys' fees), UCC recording and search fees, filings, appraisal fee, cost of title search and title insurance, flood certification fee, environmental inspection fee, and any and all other expenses and costs incurred or required to be paid by the Bank.
29. Such other documents and provisions, which may be required by the Bank or its Attorney.

This commitment is evidenced by and is contingent upon your signing and returning this letter to us by the close of business on September 29, 2017. Commitment shall become effective only upon acceptance of and your agreement to be bound by the above terms and conditions.

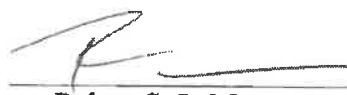
The closing of the Loan must occur within 180 days after which this approval shall automatically expire and become null and void, unless the closing date is extended in writing by the Bank.

If you have any questions regarding this commitment, please feel free to contact me directly at 223-2667.

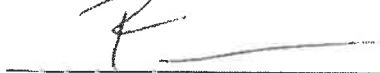
Sincerely yours,  
Merrimack County Savings Bank

  
Thomas R. Dustin  
Vice- President

**TERMS AND CONDITIONS ACCEPTED**  
**BORROWER:** Bodwell Waste Services Corp.

  
Robert S. LaMontagne  
President

DATE: 8-29-17

  
Robert S. LaMontagne  
Guarantor

DATE: 8-29-17

# CHANGE IN TERMS AGREEMENT

Docket No. DW 22-012  
Exhibit No. 3

Principal	Loan Date	Maturity	Loan No	Call / Coll	Account	Officer	Initials
\$391,456.10	12-07-2017	12-07-2032	4000109864	4A / 044	BAA7621	TRD	
References in the boxes above are for Lender's use only and do not limit the applicability of this document to any particular loan or item. Any item above containing "*****" has been omitted due to text length limitations.							

**Borrower:** Bodwell Waste Services Corporation  
17 Sky Oaks Drive  
Biddeford, ME 04005

**Lender:** Merrimack County Savings Bank  
89 North Main St.  
P.O. Box 2826  
Concord, NH 03302-2826  
(603) 225-2793

**Principal Amount: \$391,456.10**

**Date of Agreement: August 27, 2020**

**DESCRIPTION OF EXISTING INDEBTEDNESS.** Promissory Note number 4000109864, a commercial term loan by Borrower in favor of Lender, in the original amount of \$450,000.00, dated December 7, 2017, with a current principal balance of \$391,456.10, and a current interest rate of 4.75% until December 7, 2022, at which time the rate will adjust to the Federal Home Loan Bank Boston Amortizing Rate 5/15 plus 2.75%, adjusting every five years.

**DESCRIPTION OF COLLATERAL.** A first security lien interest in all business assets of Bodwell Waste Services Corporation, as described in a Security Agreement dated December 7, 2017 and referenced by UCC-1 Filing 1712130001160 filed on December 11, 2017 with the NH Secretary of State office in favor of Lender.

**DESCRIPTION OF CHANGE IN TERMS.** The Borrower and Lender hereby agree to amend the indebtedness as follows:

Effective August 7, 2020, the interest rate shall be reduced from 4.75% to 3.95% until the next scheduled rate review date on December 7, 2022. A rate floor of 3.95% will be added for the life of the loan. The Borrower shall make monthly payments as outlined in the "Payment Paragraph" below.

All other terms and conditions of the Note and related documents, including amendments, shall remain in full force and effect.

**PAYMENT.** Borrower will pay this loan in accordance with the following payment schedule, which calculates interest on the unpaid principal balances as described in the "INTEREST CALCULATION METHOD" paragraph using the interest rates described in this paragraph: 28 monthly consecutive principal and interest payments in the initial amount of \$3,361.17 each, beginning September 7, 2020, with interest calculated on the unpaid principal balances using an interest rate of 3.950% per annum based on a year of 360 days; 119 monthly consecutive principal and interest payments in the initial amount of \$3,555.39 each, beginning January 7, 2023, with interest calculated on the unpaid principal balances using an interest rate based on the 5 Year Federal Home Loan Bank of Boston Regular 5/15 Amortizing Advance Rate (currently 2.540%), plus a margin of 2.750 percentage points, adjusted if necessary for the minimum and maximum rate limitations for this loan, resulting in an initial interest rate of 5.290% per annum based on a year of 360 days; and one principal and interest payment of \$3,555.09 on December 7, 2032, with interest calculated on the unpaid principal balances using an interest rate based on the 5 Year Federal Home Loan Bank of Boston Regular 5/15 Amortizing Advance Rate (currently 2.540%), plus a margin of 2.750 percentage points, adjusted if necessary for the minimum and maximum rate limitations for this loan, resulting in an initial interest rate of 5.290% per annum based on a year of 360 days. This estimated final payment is based on the assumption that all payments will be made exactly as scheduled and that the Index does not change; the actual final payment will be for all principal and accrued interest not yet paid, together with any other unpaid amounts on this loan.

**VARIABLE INTEREST RATE.** The interest rate on this loan is subject to change from time to time based on changes in an independent index which is the 5 Year Federal Home Loan Bank of Boston Regular 5/15 Amortizing Advance Rate (the "Index"). The Index is not necessarily the lowest rate charged by Lender on its loans. If Lender determines, in its sole discretion, that the Index for this loan has become unavailable or unreliable, either temporarily, indefinitely, or permanently, during the term of this loan, Lender may amend this loan by designating a substantially similar substitute index. Lender may also amend and adjust any margin corresponding to the Index being substituted to accompany the substitute index. Margins corresponding to the Index are described in the "Payments" section. The change to the margin may be a positive or negative value, or zero. In making these amendments, Lender may take into consideration any then-prevailing market convention for selecting a substitute index and margin for the specific Index that is unavailable or unreliable. Such an amendment to the terms of this loan will become effective and bind Borrower 10 business days after Lender gives written notice to Borrower without any action or consent of the Borrower. Lender will tell Borrower the current Index rate upon Borrower's request. The interest rate change will not occur more often than each five years. Borrower understands that Lender may make loans based on other rates as well. **The Index currently is 2.540% per annum.** The interest rate or rates to be applied to the unpaid principal balance during this loan will be the rate or rates set forth herein in the "Payment" section. Notwithstanding any other provision of this Agreement, after the first payment stream, the interest rate for each subsequent payment stream will be effective as of the due date of the last payment in the just-ending payment stream. **NOTICE:** Under no circumstances will the interest rate on this loan be less than 3.950% per annum or more than the maximum rate allowed by applicable law. Whenever increases occur in the interest rate, Lender, at its option, may do one or more of the following: (A) increase Borrower's payments to ensure Borrower's loan will pay off by its original final maturity date, (B) increase Borrower's payments to cover accruing interest, (C) increase the number of Borrower's payments, and (D) continue Borrower's payments at the same amount and increase Borrower's final payment.

**INTEREST CALCULATION METHOD.** Interest on this loan is computed on a 30/360 basis; that is, with the exception of odd days before the first full payment cycle, monthly interest is calculated by applying the ratio of the interest rate over a year of 360 days, multiplied by the outstanding principal balance, multiplied by a month of 30 days. Interest for the odd days before the first full month is calculated on the basis of the actual days and a 360-day year. All interest payable under this loan is computed using this method.

**CONTINUING VALIDITY.** Except as expressly changed by this Agreement, the terms of the original obligation or obligations, including all agreements evidenced or securing the obligation(s), remain unchanged and in full force and effect. Consent by Lender to this Agreement does not waive Lender's right to strict performance of the obligation(s) as changed, nor obligate Lender to make any future change in terms. Nothing in this Agreement will constitute a satisfaction of the obligation(s). It is the intention of Lender to retain as liable parties all makers and endorsers of the original obligation(s), including accommodation parties, unless a party is expressly released by Lender in writing. Any maker or endorser, including accommodation makers, will not be released by virtue of this Agreement. If any person who signed the original obligation does not sign this Agreement below, then all persons signing below acknowledge that this Agreement is given conditionally, based on the representation to Lender that the non-signing party consents to the changes and provisions of this Agreement or otherwise will not be released by it. This waiver applies not only to any initial extension, modification or release, but also to all such subsequent actions.

**E-SIGNATURE.** Delivery of a signature page to, or an executed counterpart of, this document by facsimile, email transmission of a scanned image, or other electronic means, shall be effective as delivery of an originally executed counterpart. The parties hereto agree that "execution," "signed," "signature," and words of like import in this document shall be deemed to include electronic signatures or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based record keeping system, as the case may be, to the extent and as provided for in any applicable law, including, without limitation,

**CHANGE IN TERMS AGREEMENT  
(Continued)**

Page 2

Docket No. DW 22-012  
Exhibit No. 3

Electronic Signatures in Global and National Commerce Act, the Uniform Electronic Transactions Act or the Uniform Commercial Code, and the parties hereto hereby waive any objection to the contrary..

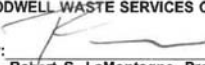
**BENEFICIAL OWNER'S DISCLOSURE.** In compliance with the Beneficial Owner rules under the Bank Secrecy Act, each time an account is opened on behalf of a covered "legal entity," the representative opening the account will be required to complete a Certification of Beneficial Owners Form or Certification of Accuracy of Prior Certification Form. If/when your account is renewed or amended for any reason, we will rely on your most recent Certification of Beneficial Owners Form for this account as true and accurate so long as you agree to notify us of any changes in ownership or changed in regard to the Certification. Businesses excluded from these rules include: sole proprietorships, DBAs, unincorporated associations, personal trusts and individuals. Your acceptance of these terms and establishment of this account serve as your agreement to provide such notification.

**GUARANTOR CONSENT.** The Guarantor(s) hereby consents to the change in terms and reaffirms the guaranty remains in full force and effect and continues to guaranty the loan as modified.

**PRIOR TO SIGNING THIS AGREEMENT, BORROWER READ AND UNDERSTOOD ALL THE PROVISIONS OF THIS AGREEMENT, INCLUDING THE VARIABLE INTEREST RATE PROVISIONS. BORROWER AGREES TO THE TERMS OF THE AGREEMENT.**

**CHANGE IN TERMS SIGNERS:**

**BODWELL WASTE SERVICES CORPORATION**

By:   
Robert S. LaMontagne, President of Bodwell Waste  
Services Corporation

X   
Robert S. LaMontagne, Guarantor

**LENDER:**

**MERRIMACK COUNTY SAVINGS BANK**

X   
Thomas R. Dustin, Vice President

**DW 22-012**  
**Bodwell Waste Services Corporation**

Petition to Terminate Franchise and to Transfer Assets  
Bodwell Responses to OCA

Data Request Received: 6/13/22  
Request No. OCA 1-5

Date of Response: 06/23/22  
Witness: Stephen P. St. Cyr

REQUEST: Refer to the prefiled, direct testimony of Mr. St. Cyr, at page 4, lines 18-20. Please state whether the ongoing operating and maintenance expenses of a pumped system are more or less than a gravity sewer system regardless of installation costs.

RESPONSE: In general, the ongoing operating and maintenance expenses of a pumped system are significantly more than a gravity sewer system. With a gravity sewer system, there would be no operating and maintenance costs associated with the 3 pump stations, no electric, gas, water and sewer costs, no state and local property taxes since the remaining infrastructure would be owned and operated by the municipalities, etc. However, if the intent is that OCA would seek to subtract these specific costs from recovery, Bodwell would note that its revenue requirement is based on a 2003 test year. See, Docket No. DW 04-145, Order No. 24,480. Since that test year, costs have increased that have not been passed on to customers through a full, and oftentimes expensive, permanent rate case.



**DW 22-012**  
**Bodwell Waste Services Corporation**

Petition to Terminate Franchise and to Transfer Assets  
Bodwell Responses to OCA

Data Request Received: 6/13/22  
Request No. OCA 1-6

Date of Response: 06/23/22  
Witness: Stephen P. St. Cyr

REQUEST: Refer to the prefiled, direct testimony of Mr. St. Cyr, at page 4, lines 21-22. Please state what the salvage value and cost of removal are for the pumping stations mentioned in the testimony.

RESPONSE:

(a) There is no salvage value.

(b) Regarding cost of removal, the contractor's bid price for the three bid alternatives are \$198,260; \$192,450; and \$613,220 for bids 1, 2, and 3, respectively, totaling \$1,003,930. Please note that the contractor's bid price was provided by Klienfelder, the engineering firm for the City of Manchester. The City of Manchester is generously paying for the cost of removal. These costs are not part of Bodwell's costs to terminate service or connect customers directly to Manchester. Bodwell does not plan to recover from customers these costs of removal.

**DW 22-012**  
**Bodwell Waste Services Corporation**

Petition to Terminate Franchise and to Transfer Assets  
Bodwell Responses to OCA

Data Request Received: 6/13/22  
Request No. OCA 1-7

Date of Response: 06/23/22  
Witness: Stephen P. St. Cyr

REQUEST: Refer to the prefiled, direct testimony of Mr. St. Cyr, at page 5, lines 15. Please provide an estimate of the cost to decommission the pumping stations.

RESPONSE: See response to OCA 1-6. Please note that the City of Manchester is paying for the costs to decommission the pump stations.

**DW 22-012**  
**Bodwell Waste Services Corporation**

Petition to Terminate Franchise and to Transfer Assets  
Bodwell Responses to OCA

Data Request Received: 6/13/22  
Request No. OCA 1-8

Date of Response: 06/23/22  
Witness: Stephen P. St. Cyr

REQUEST: Refer to the prefiled, direct testimony of Mr. St. Cyr, at page 7 lines 28-31. Please describe the effect of relocating the force main will have on customers. Include any expected service interruption times.

RESPONSE: There will be no effect on service to customers. It is expected that there will be no service interruptions to Bodwell's customers.

**DW 22-012**  
**Bodwell Waste Services Corporation**

Petition to Terminate Franchise and to Transfer Assets  
Bodwell Responses to OCA

Data Request Received: 6/13/22  
Request No. OCA 1-11

Date of Response: 06/23/22  
Witness: Stephen P. St. Cyr

---

REQUEST: Please provide a detailed list of the assets the Company paid for with the proceeds of the MCSB loan. Divide the list by its municipal location – Londonderry or Manchester. Delineate the date each asset went into service as part of your response.

RESPONSE: The Company received funds of \$449,682 from the MCSB financing. The use of the funds was approved in Docket No. DW 17-142, Order No. 26,072 and were used to pay the following:

Mr. LaMontagne's 7/31/16 Promissory Note balance	\$328,829.39
Summit Excavating	40,197.09
AAA Pump Service	55,737.77
Dave's Septic	1,176.00
St. Cyr & Associates	<u>15,880.23</u>
Total	<u>\$441,820.48</u>

**DW 22-012**  
**Bodwell Waste Services Corporation**

Petition to Terminate Franchise and to Transfer Assets  
Bodwell Responses to OCA

Data Request Received: 6/13/22

Date of Response: 06/23/22

Request No. OCA 1-12

Witness: Stephen P. St. Cyr

REQUEST: Please state the amount of the MCSB loan that was paid to Mr. Robert LaMontagne for repayment of the promissory note he issued to the Company.

RESPONSE: See response to OCA 1-11.

**DW 22-012**  
**BODWELL WASTE SERVICES CORPORATION**  
**PETITION FOR APPROVAL TO TERMINATE SERVICE**  
**NH Department of Energy (DOE) Data Requests – City of Manchester Set 1**  
**Data Request Received: 6/9/22**      **Date of Response: 6/17/22**  
**Request No. DOE 1-1**      **Witness: Robert Robinson**

---

**DOE Manchester 1-1:** Bodwell's petition at 3 states that the City's Environmental Protection Division (EPD) has 44 full-time employees. Please confirm the present number of full-time and part-time employees currently employed by the EPD.

**Response:**

EPD has a complement of 44 full-time employees with 39 currently filled positions.

**DW 22-012**  
**BODWELL WASTE SERVICES CORPORATION**  
**PETITION FOR APPROVAL TO TERMINATE SERVICE**  
**NH Department of Energy (DOE) Data Requests – City of Manchester Set 1**  
**Data Request Received: 6/9/22**                      **Date of Response: 6/17/22**  
**Request No. DOE 1-2**                                      **Witness: Robert Robinson**

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**DOE Manchester 1-2:** Please describe the general qualifications of the current employees of the EPD in terms of the various positions and responsibilities employed, general years of experience by position or responsibility, licenses and certifications, etc.

**Response:**

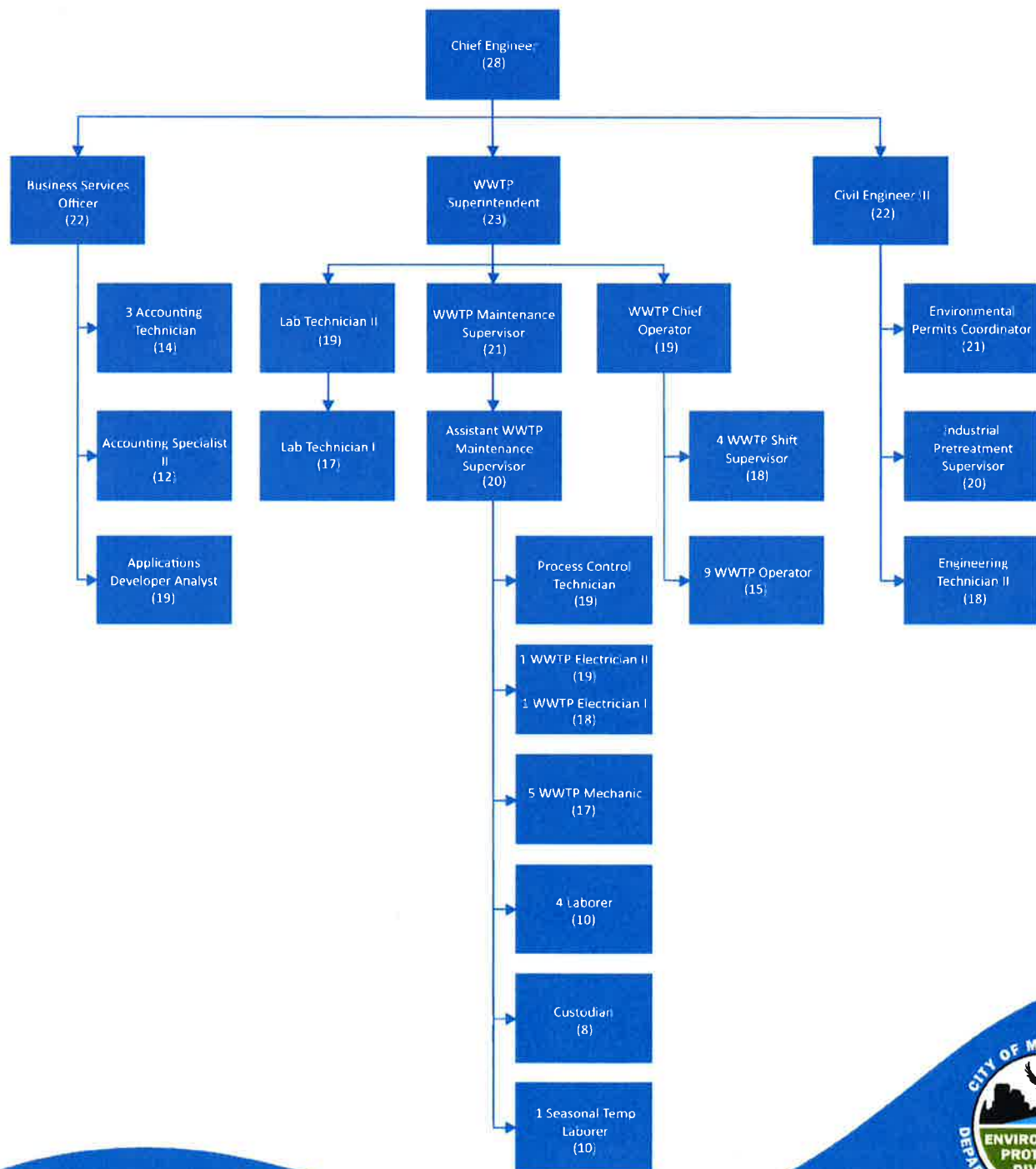
Please refer to Attachments A and B, the EPD Org. Chart and the General Statement of Duties.

# ATTACHMENT A





# Environmental Protection Division Organizational Chart



(Updated March 15, 2022)



# ATTACHMENT B

## Environmental Protection Division

### General Statement of Duties

#### Chief Engineer

Directs administrative, operational and maintenance activities of the Wastewater Treatment facility and the remote and related facilities and services; performs directly related work as required.

#### BSO

Plans, coordinates, and supervises fiscal and/or human resources operations for an assigned City department; performs directly related work as required.

#### Accounting Technician

Performs budget preparation, administration and related accounting duties; performs directly related work as required.

#### Accounting Specialist II

Performs a wide variety of administrative support, technical accounts processing and financial recording duties; performs directly related work as required.

#### Application Developer Analyst

Develop, deploy, and support Information Technology (I.T.) business software applications, asset management, performs directly related work as required.

#### WWTP Superintendent

Manages the activities of the Wastewater treatment facility; performs directly related work as required.

#### Lab Technician II

Performs laboratory testing on water and/or wastewater samples; performs directly related work as required.

#### Lab Technician I

Performs laboratory testing on water and/or wastewater samples; performs directly related work as required.

#### WWTP Maintenance Supervisor

Manages the maintenance function of the Wastewater treatment plant and outlying pump stations; performs directly related work as required.

#### Assistance WWTP Maintenance Supervisor

Supervises maintenance functions within the Wastewater treatment plant and outlying pump stations; performs directly related work as required.

Process Control Technician

Specifies, programs, installs, maintains, and repairs process and automation equipment, supervisory control and data acquisition systems, fiber optic and radio transmission LAN and WAN systems, high voltage power switching and transmission systems, and programmable logic controllers; performs directly related work as required.

WWTP Electrician II

Installs, maintains and repairs industrial electronic equipment; performs directly related work as required.

WWTP Electrician I

Performs installation and repair of electrical systems; performs directly related work as required.

WWTP Mechanic

Performs mechanical maintenance and repair on Wastewater equipment; performs directly related work as required.

Laborer

Performs manual labor in contributing to public works and related civic projects; performs directly related work as required.

Custodian

Maintains a municipal facilities and related grounds; performs directly related work as required.

Seasonal Temp Laborer

Performs manual labor in contributing to public works and related civic projects; performs directly related work as required.

WWTP Chief Operator

Oversees the operations of equipment, systems and related facility features at the Wastewater Treatment Plant; performs directly related work as required.

WWTP Shift Supervisor

Organizes plans and supervises the activities of a plant operations crew; performs directly related work as required.

WWTP Operator

Monitors wastewater treatment process control system and assess operating conditions for an assigned area; performs directly related work as required.

WWTP Operator Trainee

Operates equipment, systems and related facility features at the Wastewater Treatment Plant under close supervision; performs directly related work as required.

Civil Engineer III

Performs professional engineering work in the management of public improvement and construction projects; performs directly related work as required.

Environmental Permits Coordinator

Coordinates and implements the development of the Highway Department's Environmental Permits and Programs, including, but not limited to, Storm Water Phase II, Sewer Collection

System Programs, Industrial Pretreatment, Air Resource Permits and other monitoring programs as directed.

Industrial Pretreatment Supervisor

Plans, organizes and directs the Industrial Pretreatment program; performs directly related work as required.

Engineering Technician II

Coordinates and conducts para-professional design, drafting, and administrative activities for City improvement projects, assessment purposes or related; performs directly related work as required

**DW 22-012**  
**BODWELL WASTE SERVICES CORPORATION**  
**PETITION FOR APPROVAL TO TERMINATE SERVICE**  
**NH Department of Energy (DOE) Data Requests – City of Manchester Set 1**  
**Data Request Received: 6/9/22**                      **Date of Response: 6/17/22**  
**Request No. DOE 1-3**                                      **Witness: Robert Robinson**

---

**DOE Manchester 1-3:** Please indicate the total number of customers currently served by the EPD. Please provide a breakdown of customers served by municipality, i.e., Manchester, Bedford, Goffstown, Londonderry, etc.

**Response:**

EPD serves a customer base of 25,987 accounts in Manchester, consisting of 23,951 residential, 1,979 commercial, and 57 industrial customer accounts.

In addition, EPD has agreements with the towns of Bedford, Goffstown and Londonderry to accept and treat wastewater from those municipalities, which is delivered by sewer line. EPD also has agreements with the towns of Auburn, Bedford, Candia, Goffstown, Londonderry, and Plaistow to accept septage disposal, which is delivered by truck.

**DW 22-012**  
**BODWELL WASTE SERVICES CORPORATION**  
**PETITION FOR APPROVAL TO TERMINATE SERVICE**  
**NH Department of Energy (DOE) Data Requests – City of Manchester Set 1**  
**Data Request Received: 6/9/22** **Date of Response: 6/17/22**  
**Request No. DOE 1-4** **Witness: Robert Robinson**

---

**DOE Manchester 1-4:** Please provide EPD's current operating and capital budget.

**Response:**

2022 Operating Budget	\$ 14,646,150
2022 Capital Budget	\$ 105,788,600

**DW 22-012**  
**BODWELL WASTE SERVICES CORPORATION**  
**PETITION FOR APPROVAL TO TERMINATE SERVICE**  
**NH Department of Energy (DOE) Data Requests – City of Manchester Set 1**  
**Data Request Received: 6/9/22** **Date of Response: 6/17/22**  
**Request No. DOE 1-5** **Witness: Robert Robinson**

---

**DOE Manchester 1-5:** Please indicate and describe any State of NH or Federal notices of violation or other enforcement actions imposed on the EPD within the last five years.

**Response:**

The City of Manchester has two Consent Decrees (CD) with the Department of Justice and the Environmental Protection Agency. The Clean Water Act CD is for the Phase II of the Combined Sewer Outfalls Separation Program. This CD has an effective date of September 28, 2020 to September 28, 2040.

The second CD is a Clean Air Act CD. This CD is for noncompliance with 40 CFR, Part 62, Subpart LLL for the Sewage Sludge Incinerator. This CD has an effective date of September 11, 2018 to October 5, 2022.



**DW 22-012**  
**BODWELL WASTE SERVICES CORPORATION**  
**PETITION FOR APPROVAL TO TERMINATE SERVICE**  
**NH Department of Energy (DOE) Data Requests – City of Manchester Set 1**  
**Data Request Received: 6/9/22** **Date of Response: 6/17/22**  
**Request No. DOE 1-6** **Witness: Robert Robinson**

---

**DOE Manchester 1-6:** Please provide the current amount(s) billed to Bodwell's Manchester customers for the services provided to them by the EPD. Will this amount(s) change as a result of the City's acquisition of the Manchester portion of the Bodwell system? Please explain.

**Response:**

Pursuant to the City of Manchester Code of Ordinances, § 52.095 and § 52.160, Bodwell's Manchester customers currently pay, on a quarterly basis, a usage charge of \$3.90/ccf and a service charge of \$23.82, which are the same charges applicable to all other Manchester customer accounts. See Attachment C. These rates will not change as a result of the City's acquisition of the Manchester portion of the Bodwell system.

# ATTACHMENT C



**The City of  
Manchester, NH**

(<https://www.manchesternh.gov/>)

Pay Online (/Residents/e-Services/Pay-Online)

Employment (/Departments/Human-Resources/Employment)

Search Our Site

Home (/) » Departments (<https://www.manchesternh.gov/Departments>) » Environmental Protection (<https://www.manchesternh.gov/Departments/Environmental-Protection>) » Sewer Billing (<https://www.manchesternh.gov/Departments/Environmental-Protection/Sewer-Billing>) » EPD Billing Rates (<https://www.manchesternh.gov/Departments/Environmental-Protection/Sewer-Billing/EPD-Billing-Rates>)

## EPD Billing Rates

Per the Code of Ordinance Title V Chapter 52

([http://www.amlegal.com/nxt/gateway.dll/New%20Hampshire/manchest/titlevpublicworks?f=templates\\$fn=default.htm\\$3.0\\$vid=amlegal:manchester\\_nh\\$anc=](http://www.amlegal.com/nxt/gateway.dll/New%20Hampshire/manchest/titlevpublicworks?f=templates$fn=default.htm$3.0$vid=amlegal:manchester_nh$anc=)) , Section 52.095

Sewer Rental Charges consist of a sewer usage charge and a service charge as follows:

### **USAGE CHARGE (Section 52.160)**

Residential and Commercial premises usage charge is computed based on the number of cubic feet of water consumed on the premises as metered by the Water Works at the rate per 100 cubic feet as follows:

- Standard Rate - \$3.90/100 cf (effective 4/01/22)
- Discount Rate - \$1.95/100 cf (effective 4/01/22)

*Note: Discount Rate available for those citizens who receive the Optional Adjusted Elderly Exemption at the Tax Assessor's Office.*

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**Industrial establishments** permitted through the Industrial Pretreatment Program shall be computed under the usage charge formula based on the unit costs as follows:

- TSS:  $\$38.03 \times \text{Reading} \times .01$  (100lb Units of TSS) (effective 4/01/22)
- BOD:  $\$38.03 \times \text{Reading} \times .01$  (100lb Units of BOD) (effective 4/01/22)
- Flow:  $\$3.62 \times \text{Reading} \times .001$  (1,000 gallon units of Flow) (effective 4/01/22)

**Non-metered premises** usage charge is based on the average consumption for comparable structures as determined by the Chief Sanitary Engineer. The average consumption determined is 2600 cubic feet per unit for a single family, 3500 cubic feet for two (2) unit buildings, and 1600 cubic feet per unit for three (3) or more multi-unit buildings. Owners may have metering facilities installed at their own expense. Installations must be requested in writing and conform to EPD policy.

## SERVICE CHARGE (Section 52.097)

Service charges shall be payable by the owner of the real estate whether or not the premises are occupied. All service charges shall be at the rates provided in Section 52.160. In the case of structures containing multiple dwelling units or any combination of dwelling units, commercial establishment, or industrial establishments, a separate service charge shall be payable for each dwelling unit, commercial and/or industrial establishment.

Standard Rate [or Discount Rate if applicable] per Quarter

- \$23.82 per unit – Residential Single Dwelling Unit Structures (effective 4/01/22)  
[\$11.91 per unit] (effective 4/01/22)
- \$23.82 per unit – Condo/Condo Structures (effective 4/01/22)  
[No discount available]
- \$15.16 per unit – Multi Family/Apartment Structures (effective 4/01/22)  
[\$7.58 per unit] (effective 4/01/22)
- \$32.49 per unit – Commercial Establishments (effective 4/01/22)  
[\$16.25 per unit] (effective 4/01/22)
- \$67.13 per unit – Industrial Establishments (effective 4/01/22)  
[No discount available]

## Definitions

**Residential Establishments:** Buildings intended for providing full-time living accommodations as opposed to commercial or industrial establishments.

**Condo/Condex:** For billing purposes is defined as buildings, serviced by at least one (1) water meter, with two (2) or more dwelling units which are assessed as separate properties by the Tax Assessor's Office.

**Multi Family:** For billing purposes is defines as a building, serviced by at least one (1) water meter, with two (2) or more dwelling units, which is assessed as a single property by the Tax Assessor's Office.

**Commercial Establishment:** For billing purposes shall mean any business or professional concern which provides a service and shall include any such concern occupying one or more rooms for the sole purpose of conducting a business in a building with available sanitary facilities where such facilities are located within the space occupied by such concern or elsewhere in the building.

**Industrial Establishment:** For purposes of billing shall mean any business concern which manufactures or produces a product.

**Dwelling Unit:** A single living quarter arranged for the use of one or more individuals, with cooking, living, sanitary, and sleeping facilities.

## Sewer Billing Links

**Billing Office** (<https://www.manchesternh.gov/Departments/Environmental-Protection/Sewer-Billing/Billing-Office>)

**Delinquent Bills** (<https://www.manchesternh.gov/Departments/Environmental-Protection/Sewer-Billing/Delinquent-Bills>)

**EPD Billing Rates** (<https://www.manchesternh.gov/Departments/Environmental-Protection/Sewer-Billing/EPD-Billing-Rates>)

**How/Where to Pay** (<https://www.manchesternh.gov/Departments/Environmental-Protection/Sewer-Billing/How-Where-to-Pay>)

**Sewer Abatements** (<https://www.manchesternh.gov/Departments/Environmental-Protection/Sewer-Billing/Sewer-Abatements>)

**DW 22-012**  
**BODWELL WASTE SERVICES CORPORATION**  
**PETITION FOR APPROVAL TO TERMINATE SERVICE**  
**NH Department of Energy (DOE) Data Requests – City of Manchester Set 1**  
**Data Request Received: 6/9/22** **Date of Response: 6/17/22**  
**Request No. DOE 1-7** **Witness: Robert Robinson**

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**DOE Manchester 1-7:** Please describe the current billing procedures for Bodwell's Manchester customers. Please indicate and describe any changes in these billing procedures that will occur subsequent to the City's acquisition of the Manchester portion of the Bodwell system?

**Response:**

Billing is processed by Manchester Waterworks on a quarterly basis. Usage is based on water consumption as recorded by Manchester Waterworks. This process will not change subsequent to the City's acquisition of the Manchester portion of the Bodwell system.

**DW 22-012**  
**BODWELL WASTE SERVICES CORPORATION**  
**PETITION FOR APPROVAL TO TERMINATE SERVICE**  
**NH Department of Energy (DOE) Data Requests – City of Manchester Set 1**  
**Data Request Received: 6/9/22**                      **Date of Response: 6/17/22**  
**Request No. DOE 1-8**                                      **Witness: Robert Robinson**

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**DOE Manchester 1-8:** Please confirm that the EPD will not be expanding its franchise area to provide direct sewer service to Bodwell's current Londonderry customers. Please also confirm that EPD has no intention to service any other customers outside of the municipal boundaries of the City of Manchester. Please explain.

**Response:**

EPD will not be extending sewer service outside its municipal boundaries to provide direct sewer service to Bodwell's current Londonderry customers. Going forward, Bodwell's current Londonderry customers will be served by the Town of Londonderry. EPD does not intend to serve any other customers outside of the municipal boundaries of the City of Manchester.

**DW 22-012**

**BODWELL WASTE SERVICES CORPORATION**

**PETITION FOR APPROVAL TO TERMINATE SERVICE**

**NH Department of Energy (DOE) Data Requests – City of Manchester Set 1**

**Data Request Received: 6/9/22**

**Date of Response: 6/17/22**

**Request No. DOE 1-9**

**Witness: Robert Robinson**

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**DOE Manchester 1-9:** Please provide the current amount(s) billed to Bodwell's Londonderry customers for the services provided to them by the EPD. Will this amount(s) change as result of the Town of Londonderry's contemplated acquisition of the Londonderry portion of the Bodwell system? Please explain.

**Response:**

The EPD does not bill Bodwell or Bodwell's Londonderry customers directly. The EPD bills the Town of Londonderry on a monthly basis for all wastewater delivered to Manchester from Londonderry pursuant to Attachment D, "Intermunicipal Agreement between the Town of Londonderry and the City of Manchester for Wastewater Service" dated January 1, 2013. As EPD understands the current billing arrangement between the Town of Londonderry and Bodwell, the Town of Londonderry charges Bodwell for some portion of the bill from the EPD. EPD is not aware of how Londonderry apportions charges to Bodwell or whether any changes are contemplated by the Town of Londonderry.



# ATTACHMENT D



INTERMUNICIPAL AGREEMENT  
BETWEEN  
THE TOWN OF LONDONDERRY  
AND  
THE CITY OF MANCHESTER  
FOR  
WASTEWATER SERVICE

January 1, 2013

## **Intermunicipal Wastewater Agreement Between the City of Manchester and the Town of Londonderry**

THIS AGREEMENT, made and entered on January 1, 2013, by and between the City of Manchester, a municipal corporation in the State of New Hampshire, party of the first part, sometimes hereinafter referred to as the "City", and the Town of Londonderry, also a municipal corporation in the State of New Hampshire, party of the second part, sometimes hereinafter referred to as the "TOWN", by its Town Manager, duly authorized, for the purpose of providing wastewater service to the Town through the Manchester System, for the mutual benefit of the City and the Town, thereby serving the public health and welfare of the people of the State of New Hampshire and enhancing the water quality of the Merrimack River and its tributaries.

WITNESSETH:

WHEREAS, the Environmental Protection Division (EPD) of the City of Manchester, through its Highway Department, operates and maintains wastewater facilities, hereinafter known as the Manchester System; and

WHEREAS, it is deemed in the best interest of the Parties that the Town obtain wastewater service through the Manchester System; and

WHEREAS, the City has agreed with the applicable Federal and State Agencies to negotiate with the Town to receive, treat and dispose of wastewaters from the Service Area of Town through the Manchester System; and

WHEREAS, the City through its Board of Mayor and Aldermen is authorized to negotiate and execute an agreement with the Town, as authorized by RSA 53-A, under which the City will provide wastewater service to the Town; and

WHEREAS, the Town has authorized an agreement with the City, as authorized by RSA 53-A, under which the Town will be provided wastewater service by the City.

Now, THEREFORE, in consideration of the mutual undertakings, promises, benefits and agreements herein contained, the City and the Town covenant and agree as follows:

### **ARTICLE I - DEFINITIONS**

As used in this Agreement, unless the context clearly indicates otherwise, the meaning of Terms and abbreviations shall be as defined in APPENDIX "A", attached hereto.

## **Intermunicipal Wastewater Agreement Between the City of Manchester and the Town of Londonderry**

### **ARTICLE II - OBLIGATIONS OF THE PARTIES**

#### **2.01 CITY TO PROVIDE WASTEWATER SERVICE**

The City agrees to provide wastewater service to the Town, as outlined in the map attached as APPENDIX "B", subject to the conditions hereinafter provided. The City shall accept into the Manchester System and shall treat and discharge to the Merrimack River all wastewater received from the Town in accordance with municipal, state and federal regulations. The Manchester Highway Department shall have exclusive jurisdiction and control over the Manchester System and shall be responsible to Local, State and Federal authorities having jurisdiction over said facilities.

#### **2.02 TOWN TO PAY FOR SERVICE**

In consideration of the wastewater service to be provided by the City under the provisions of this Agreement, the Town agrees to pay all charges as provided for in Article IV of this Agreement and to comply with all other conditions of this Agreement

#### **2.03 TOWN USER CHARGE SYSTEM**

The Town shall develop and maintain a system of user charges acceptable to all Federal, State and Local authorities.

#### **2.04 CITY FACILITIES**

The City shall provide all such wastewater facilities as are required to perform its obligations under the terms of this Agreement. The City shall be responsible for land acquisition and for the design, construction, maintenance, repair and operation of all wastewater facilities within the geographic area of the City of Manchester.

#### **2.05 TOWN FACILITIES**

The Town shall provide such wastewater facilities as are required to collect and deliver the Town's wastewater, from within the area of the Town to be serviced under this Agreement, to the point of interception with the Manchester System as shown on APPENDIX "B", attached hereto and made a part hereof. The Town shall be responsible for land acquisition and for the design, construction, maintenance, repair and operation of all wastewater facilities within the geographic area of the Town, which is to be serviced by this Agreement. The Town shall be responsible to Local, State and Federal authorities having jurisdiction over the Town's sewerage system.

#### **2.06 JURISDICTION**

Upon mutual agreement of the parties, the jurisdiction provided in sections 2.04 and 2.05 hereof may be modified on the basis of economic or engineering feasibility.

## **Intermunicipal Wastewater Agreement Between the City of Manchester and the Town of Londonderry**

### **2.07 LAW AND ORDINANCES AND PRETREATMENT PROGRAM REQUIREMENTS**

The Town, within its jurisdiction, shall comply with, and strictly enforce, all Federal, State and Local laws, ordinances, rules, regulations, by-laws, permits and agreements relating to water pollution control in the Town and to wastewater characteristics, collection, treatment and disposal, as they apply to the Town 's System and to Manchester's System. The Town shall be liable to the City for any damage caused to the Manchester System and/or penalties imposed on the City resulting from the violation of any such law, ordinance, rule, regulation, by-law, permit or breach of this Agreement by the Town or any of its users.

The City, within its jurisdiction, shall comply with, and strictly enforce, all Federal, State and Local laws, ordinances, rules, regulations, by-laws, permits, and agreements relating to water pollution control in the City, and to wastewater characteristics, collection, treatment and disposal, as they apply to Manchester's System. The City shall be liable to the Town for any damages caused to the Town System resulting from a violation of any such law, ordinance, rule, regulation, by-law, permit or breach of this Agreement by the City or any of its users located within the City's jurisdictional boundaries.

The City shall adopt, and from time to time revise; a Sewer Use Ordinance and Discharge permit System that meets applicable Federal and State requirements of the United States Environmental Protection Agency and the New Hampshire Department of Environmental Services. The Town shall adopt, and from time to time revise, a Sewer Use Ordinance and Discharge Permit System acceptable to the City, and that meets applicable Federal and State requirements of the United States Environmental Protection Agency and the New Hampshire Department of Environmental Services; provided that Town users shall not be subject to more stringent regulations than City users unless so determined by the Town. The Town shall issue industrial wastewater discharge permits in accordance with applicable Federal, State and local requirements, including any requirements set forth in the Town's approved pretreatment program.

### **2.08 INSPECTION**

It shall be the responsibility of the Town to establish and maintain a permit, inspection, and monitoring and sampling program, within the Town, to assure proper and adequate control of the discharge of wastewaters. If failure of the Town to properly and adequately control wastewaters causes damage or upsets to Manchester's System or result in the imposition of penalties upon the City, then the Town shall be jointly and severally liable to the City for damages, as provided in paragraph 2.07. In the event that such damages are caused to the Manchester System, then the City after 24 hours notice shall have the right to inspect, monitor and sample discharges within the Town and the Town shall cooperate with the City in such an evaluation program.

It shall be the responsibility of the City to establish and maintain a permit, inspection, and monitoring and sampling program, within the City, to assure proper and adequate control of the discharge of wastewaters originating in the City's limits. If failure of the City to properly and adequately control wastewaters originating in the City's limits causes damage to the Town's



## **Intermunicipal Wastewater Agreement Between the City of Manchester and the Town of Londonderry**

System then the City shall be jointly and severally liable to the Town for damages, as provided in paragraph 2.07. In the event that such damages are caused to the Town's System, then the Town, after 24 hours notice, shall have the right to inspect; monitor and sample discharges within the City and the City shall cooperate with the Town in such an evaluation program.

### **2.09 LIABILITY INSURANCE**

The Town shall procure and maintain during the term of this Agreement such public liability and property damage insurance, as shall protect the Town and the City from claims for damages for personal injury, including accidental death, and for property damage, which may arise from operations by the Town under this Agreement, or by its agents, servants, employees or licensees.

- A. For liability for bodily injury, including accidental death, for liability for property damage, and other such liability claims as covered in the specific liability limits of New Hampshire RSA 507-B:4 I shall be up to a maximum coverage of \$5,000,000.

Such insurance shall cover all work and operations performed by the Town, its agents, servants, employees, or licensees under this contract, as well as failure to perform required work e.g., clean the Town's collection system to avoid overflows or basement backups including, but not limited to, the following features:

- B. The City of Manchester shall be named as an additional insured covered party as limited to \$1,000,000 for each occurrence and \$2,000,000 general aggregate.
- C. Cover all operations including the use of any and all motor vehicles in the Town of Londonderry.
- D. Coverage for hazards, including but not limited to collapse of buildings, blasting, and damage to underground property, etc. as outlined in the terms and conditions of the Town's insurance policy.
- E. Include coverage for products and completed operations hazard as outlined in the terms and conditions of the Town's insurance policy as outlined in the
- F. "Personal" injury coverage endorsement as outlined in the terms and conditions of the Town's insurance policy.
- G. Coverage for property damage due to sanitary sewer overflows and/or backups into buildings and basements as outlined in the terms and conditions of the Town's insurance policy.
- H. The City shall carry like and reciprocal insurance coverage, of at least the minimum amounts stipulated above.

## **Intermunicipal Wastewater Agreement Between the City of Manchester and the Town of Londonderry**

### **2.10 PERFORMANCE**

No failure, or delay, in performance of this Agreement by either party shall be deemed to be a breach thereof when such failure, or delay, is occasioned by, or due to, any Act of God, strikes, lockouts, wars, riots, epidemics, explosions, sabotage, breakage or accident to machinery or lines of pipe, the binding order of any court or governmental authority, or any other cause, whether of the kind herein enumerated or otherwise not within the control of the party claiming suspension; provided that no cause or contingency shall relieve the Town of its obligation to make payment for wastewater entering the Manchester System, and provided further, that the Manchester Highway Department shall assume full responsibility for maintaining service in the absence of the above happening and to maintain standards of treatment, as established by the New Hampshire Department of Environmental Services and the United States Environmental Protection Agency.

In the event of emergency, or unforeseen crisis, demanding, or seeming to demand, joint action by the Manchester Public Works Director and the Town of Londonderry Town Manager, of whatsoever nature, magnitude, cause, or probable effect, the Manchester Public Works Director and the duly authorized representative of the Town of Londonderry are specifically empowered to take jointly whatever action may be called for, with the intent of working towards meeting the requirements of applicable Federal and State regulations. Such action, or actions, shall be fully and promptly reported, in writing, to all members of the Manchester Highway Commission, the Town of Londonderry and applicable Federal and State Agencies. In the event of disagreement as to the action needed to correct, to prevent or to anticipate the emergency or crisis, or in the event no authorized member or representative of the Town of Londonderry is available, the decision of the Manchester Public Works Director shall be determining.

### **2.11 TEMPORARY DISCONTINUANCE**

If proper operation of the system requires that the Manchester Highway Department discontinue temporarily all or part of the service to the Town, the City will work with the Town to assure bypass pumping, hauling or storage of Towns wastewater is provided to assure the least disruption to the Town. The City shall provide 24 hour notice of such action unless dire emergency exists.

## **ARTICLE III GENERAL PROVISIONS AND LIMITATIONS**

### **3.01 LIMITATION ON FLOW AND CHARACTERISTICS**

The measured wastewater flow, biochemical oxygen demand (BOD) and total suspended solids content (TSS) from within the Town's service area, through the monitoring device outlined in paragraph 4.06, into the Manchester System, (see paragraph 4.06) shall be subject to the following daily limitations

## **Intermunicipal Wastewater Agreement Between the City of Manchester and the Town of Londonderry**

### **WASTEWATER TREATMENT PLANT      Daily Average**

Flow (millions gallons per day – MGD)	4.0
BOD (pounds per day)	9,571
T.S.S. (pounds per day)	9,340

### **SOUTHEAST INTERCEPTOR AND THE CRESENT ROAD PUMPING STATION ANNEX**

Flow (million gallons per day-MGD)	4.0
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The Town will also serve an area of Londonderry through a connection point as shown in APPENDIX "B", in the vicinity of Bodwell Road, up to an average daily flow of 12,000 gpd. Quantity of flow, lbs, of BOD, and lbs of TSS are included in the daily averages stated above and not in addition thereto.

The peak hourly flow through this connection point shall not exceed 36,000 gpd in total. The Town will pay their share of the costs for the Cohas Brook Interceptor Project, in accordance with the provisions of this Agreement.

The Town also may serve any other areas of Londonderry, beyond the Service Area included in this Agreement as shown in APPENDIX "B", up to a maximum of 5 percent of the contracted flow of 4.0 mgd. The quantity of flow, lbs, of BOD, and lbs of TSS from these areas will be included in the daily averages stated above and not in addition thereto.

It is further agreed that for as long as the Town continues to perform its contractual obligation hereunder, the preceding reserve capacities of Flow, BOD, and TSS are for the exclusive use of the Town and cannot be sold or leased to any other regional community without the City's expressed written consent. The City can not sell or lease any of the Town's reserve capacity without the Town's expressed written consent.

### **3.02    LIMITATIONS ON POLLUTANTS**

The City has enacted a Sewer Use Ordinance, which limits the discharge of certain pollutants into its system. That Ordinance may be revised from time to time as provided in Paragraph 2.07.

The Town shall be subject to the following maximum limitations in the discharge of pollutants into the Manchester System, which reflect the limitations of the City's Sewer Use Ordinance. If the limitations outlined in the Sewer Use Ordinance are revised, then the limitations of this Paragraph shall be revised accordingly.

- A. Any liquid or vapor having temperature higher than one hundred-four (104) Degrees Fahrenheit as measured at the Town's Metering Station.
- B. Any water or wastewater which may contain more than 350 mg/l of fats, oils, or



## **Intermunicipal Wastewater Agreement Between the City of Manchester and the Town of Londonderry**

grease of Animal & Vegetable origin, or 100 mg/l of Petroleum & Mineral based origin, or any substance, whether emulsified or not, which may solidify or become viscous at temperatures between thirty-two (32) degrees Fahrenheit and one-hundred-fifty (150) degrees Fahrenheit.

- C. Any gasoline, benzene, naphtha, fuel oil, or other flammable or explosive liquid, gas or solid, or any substance, which may generate or form any flammable, explosive or combustible substance, fluid, gas, vapor or mixture when combined with air, water, or other substances commonly found in sewers. This includes all pollutants which create fire or explosion hazard in the POTW, including but not limited to, wastestreams with a closed cup flash point of less than 140 degrees Fahrenheit or 60 degrees Centigrade using the test methods specified in 40 CFR 261.21.
- D. Any garbage that has not been properly shredded by an approved garbage disposal unit.
- E. Any ashes, cinders, sand, mud, straw, shavings, metal, glass, rags, feathers, tar, plaster, plastics, woods, paunch manure, or any other solid or viscous substance which is capable of obstructing the flow in sewers or causing other interference with the proper operation of the treatment works.
- F. Any waters or wastewaters having a pH lower than 5.0 or higher than 11.5 or having any other corrosive property, which may be capable of causing damage or hazard to structures, equipment, and/or personnel of the treatment works.
- G. Any waters or wastewaters containing toxic, poisonous, or radioactive solids, liquids or gases in sufficient quantity, either independently or by interaction with other wastewaters, which may injure or interfere with any part or portion of the treatment works, constitute a hazard to humans or animals, or create any hazard in the receiving waters of the wastewater treatment plant. Such toxic or poisonous substances shall include, but shall not be limited to the following: cyanides, copper, zinc, nickel, iron, chromium, lead, tin, silver, mercury, or salts thereof, and these substances shall not be present in any quantities in excess of the following limits in mg/l (milligrams per liter) presented in Table 1. Also included with this list of substances are for reporting purposes are aluminum and total phosphorous.
- H. The Town shall be prohibited from accepting trucked in waste into the collection system, except at discharge points approved in writing by the City.
- I. Any water or wastewater containing suspended solids of such character and quantity that more than normal attention or expense is required to handle such materials at the wastewater treatment plant or any portion of the wastewater works.
- J. Any noxious or malodorous gas or substance, which is capable of creating a public nuisance.

## **Intermunicipal Wastewater Agreement Between the City of Manchester and the Town of Londonderry**

- K. Any waters or wastewaters containing substances which are not amenable to treatment or reduction by the wastewater treatment processes employed, or are amenable to treatment only to such degree that the wastewater treatment plant effluent cannot meet the requirements of State and Federal agencies having jurisdiction over discharge to the receiving waters.
- L. Any waters or wastewaters containing phenols or other taste or odor-producing substances in such concentrations which may, after treatment of the composite wastewater, fail to meet the requirements of the State and Federal agencies having jurisdiction over discharge to the receiving waters.
- M. Any waters or wastewaters with color in such concentration, which may, after treatment of the composite wastewater, fail to meet the requirements of the State and Federal agencies having jurisdiction over discharge to the waters, or which may require more than normal attention or expense to handle in any portion of the treatment works.
- N. Any waters or wastewaters with BOD in such concentrations which may impose deleterious effects on the oxygen balance of, or impose more than normal attention and express in, any portion of the sewage works. The concentration limits shall control when a conflict arises between concentration limits and quantity limits.
- O. Any waters or wastewaters that cause Interferences or Pass Through.

## Intermunicipal Wastewater Agreement Between the City of Manchester and the Town of Londonderry

Below is Table 1 which has the local limits concentrations and comparable allowed loadings by the Town at the time of IMA approval. This Table 1 will change according to Londonderry's total percent allocation and Manchester's local limits upon any future local limits implemented by the EPA and/or NHDES.

**TABLE 1**

Local Limits Allowable Concentrations *										
Flow GPD	Silver (Ag)		Copper (Cu)		Mercury (Hg)		Lead (Pb)		Zinc (Zn)	
	Ag mg/l	Ag Lbs	Cu mg/l	Cu lbs	Hg mg/l	Hg Lbs	Pb mg/l	Pb Lbs	Zn mg/l	Zn Lbs
0.25	0.06192	0.1290	1.502	3.1314	0.00259	0.0054	0.29779	0.6209	2.76259	5.76
0.50	0.03096	0.1290	0.751	3.1314	0.00129	0.0054	0.14890	0.6209	1.38129	5.76
0.75	0.02064	0.1290	0.501	3.1314	0.00086	0.0054	0.09926	0.6209	0.92086	5.76
1.00	0.01548	0.1290	0.375	3.1314	0.00065	0.0054	0.07445	0.6209	0.69065	5.76
1.25	0.01238	0.1290	0.300	3.1314	0.00052	0.0054	0.05956	0.6209	0.55252	5.76
1.50	0.01032	0.1290	0.250	3.1314	0.00043	0.0054	0.04963	0.6209	0.46043	5.76
1.75	0.00885	0.1290	0.215	3.1314	0.00037	0.0054	0.04254	0.6209	0.39466	5.76
2.00	0.00774	0.1290	0.188	3.1314	0.00032	0.0054	0.03722	0.6209	0.34532	5.76
2.25	0.00688	0.1290	0.167	3.1314	0.00029	0.0054	0.03309	0.6209	0.30695	5.76
2.50	0.00619	0.1290	0.150	3.1314	0.00026	0.0054	0.02978	0.6209	0.27626	5.76
2.75	0.00563	0.1290	0.137	3.1314	0.00024	0.0054	0.02707	0.6209	0.25114	5.76
3.00	0.00516	0.1290	0.125	3.1314	0.00022	0.0054	0.02482	0.6209	0.23022	5.76
3.25	0.00476	0.1290	0.116	3.1314	0.00020	0.0054	0.02291	0.6209	0.21251	5.76
3.50	0.00442	0.1290	0.107	3.1314	0.00018	0.0054	0.02127	0.6209	0.19733	5.76
3.75	0.00413	0.1290	0.100	3.1314	0.00017	0.0054	0.01985	0.6209	0.18417	5.76
4.00	0.00387	0.1290	0.094	3.1314	0.00016	0.0054	0.01861	0.6209	0.17266	5.76

\* In determining compliance with these metals limits by the Town and the Londonderry metering Station, a credit shall be applied for the metals loadings in the cooling water supplied to the electric power-producing utility in the Town (Granite Ridge Energy, at the commencement of this agreement). This credit will be calculated annually based on the prior calendar year monitoring results (flows delivered to Granite Ridge Energy, and metals concentrations) to determine the average pounds per day for each metal delivered to the Londonderry system. This credit will be applied to any Londonderry Metering Station monitoring events that occur on a day when the power utility is in normal operations.

**Screening Levels:** Below is Table 2 listing acceptable maximum concentrations for certain chemicals. If one of these levels is exceeded by the Town, then the situation causing the excess contaminant will be reviewed by EPD's monitoring staff. An engineering study may be required with implementation of any/all of the recommendations findings as deemed appropriate by EPD.

## Intermunicipal Wastewater Agreement Between the City of Manchester and the Town of Londonderry

TABLE 2

City's Local Screening Limits	
Screening Parameter	mg/l
Benzene	0.13
BOD	350
Carbon Disulfide	0.06
Chlorine	1500
Chloroform	0.41
Trans 1,2 Dichloroethylene	0.28
Sulfide	1.0
Sulfate	150
Sulfate - type II concrete structures	1500
Sulfite	280
Suspended Solids	350
Tetrachloroethylene	0.53
1,1,1 trichloroethane	1.55
Trichloroethene	0.71
Oil & Grease – Petroleum & Mineral	100
Oil & Grease – Animal & Vegetable	350

### 3.03 SEWER CONSTRUCTION

The limitations contained in sections 3.01 and 3.02 hereof are established to insure that the size and capacity of the Manchester System be and remain sufficient to serve the contemplated needs of the Town and other discharges to the Manchester System. After signing this Agreement and during its term, the Town shall notify the Manchester Public Works Director or assigned designee of all proposed sewer construction and connections to the Town's System so that the Manchester Public Works will be able to coordinate the operation and maintenance of the Manchester System with the development of the Town System. The Town shall submit all proposed sewer construction and connections to the New Hampshire Department of Environmental Services in accordance with Env-Wq 703.07(a): for their review and approval as appropriate. Copies of all such applicable submittals and subsequent approvals by the New Hampshire Department of Environmental Services shall be sent to the Manchester Public Works Director and Chief Engineer of EPD.

### 3.04 INSPECTION OF FACILITIES AND RECORDS

The City shall have the right to inspect all sewers, drains and wastewater facilities in the Town. The City may inspect all financial and engineering records of the Town's wastewater facilities and drainage systems, upon 5 days notice, during ordinary business hours. The Town shall have



## **Intermunicipal Wastewater Agreement Between the City of Manchester and the Town of Londonderry**

the right to inspect all sewers, drains and wastewater facilities in the City. The Town may inspect all financial and engineering records of the City's wastewater facilities and drainage systems, upon 5 days notice, during ordinary business hours.

### **3.05 DEFECTIVE FACILITIES**

The maintenance of proper facilities is required to assure that the limitations outlined in Paragraphs 3.01 and 3.02 are not exceeded. If any of the Town's System, which is a tributary to the Manchester System, is found to be in defective condition, and such condition adversely affects the operation of the Manchester System, or causes the Town to exceed the limitations set forth in Paragraphs 3.01 and 3.02, then the Town shall correct such defective condition without delay. The expression "defective condition" as used herein, shall mean any condition that is in violation of any State or Federal standard, which causes the maximum limitations in the discharge of pollutants into the Manchester System, as, provided in paragraphs 3.01 and 3.02, to be exceeded.

### **3.06 INDUSTRIAL PRETREATMENT PROGRAM / PERMITS**

The Town shall develop and administer an Industrial Pretreatment Program meeting the requirements of the Federal Water Pollution Act, also known as the Clean Water Act, as Amended, 33 U.S.C. 1251, et esq., and the regulations of the Environmental Protection Agency promulgated pursuant thereto, and in particular 40 CFR Part 403, including compliance and enforcement activities. Town and Town officials shall be deemed responsible to the City for the purposes of this section and the Federal Act and regulations referenced herein.

As part of the duties under this section the Town shall adopt and enforce a Sewer Use Ordinance which at a minimum is as restrictive as the Sewer Use Ordinance adopted by the City and which requires immediate notification to the Chief Engineer and Superintendent of the City's Wastewater Treatment Plant in the event of a discharge of any slug or spill. The City shall provide the Town with a copy of any amendment to the City's Sewer Use Ordinance. The City shall forward to the Town copies of any City's Sewer Ordinances immediately upon request, and in any event no more than ten (10) days after their receipt by the City. The City shall also notify the Town within ten (10) days of the enactment by the City of amendments to the City's Sewer Use Ordinance. If necessary, the Town shall within a reasonable time, but not to exceed one-hundred, twenty (120) days, amend its Sewer Use Ordinance to be as restrictive as the City's Sewer Use Ordinance as amended. The Town shall adopt and administer a discharge permit system for its commercial and industrial users that is equivalent to that adopted and administered by the City. No significant industrial user or industrial user shall be allowed to discharge into the Town System that is tributary to the Manchester System without first obtaining the required permit. No such permit shall be issued by the Town until it determines from the application and from independent investigation that the applicant and the wastewater discharge of the applicant shall comply with the requirements of all Federal, State and Local laws, ordinances, rules, regulations, by-laws, permits, agreements and orders relating to water pollution control, to wastewater characteristics, collection, treatment and disposal; or that the wastewater will not be

## **Intermunicipal Wastewater Agreement Between the City of Manchester and the Town of Londonderry**

inimical to either the Town System or the Manchester System. In no event shall the administrative and/or technical representative issue any permit which allows any user of the Town System to discharge any wastewater not allowed to be discharged into the Manchester System. Copies of all permits so issued are to be maintained as a part of the records of the Town's System and shall be retained for at least five (5) years, or indefinitely in cases involving litigation. The Town shall forward to the City copies of all permits and reports issued and received pursuant to the Industrial Pretreatment Program and the Sewer Use Ordinance. Copies of other reports issued or received, and enforcement actions will be provided by the Town in a timely manner upon request by the City. Upon reasonable notice City officials shall have the right to inspect all records of the Town relating to the Industrial Pretreatment Program or the Sewer Use Ordinance, including compliance and enforcement activities taken pursuant thereto. The Town shall provide the City all records requested by the City pertaining to the Town's implementation and enforcement of pretreatment requirements.

The City and City Officials are hereby deemed the agents and representatives of the Town for the purpose of undertaking compliance and enforcement actions, including civil, criminal, and equitable court proceedings, pursuant to the Industrial Pretreatment Program and the Sewer Use Ordinance. The City, and its authorized representatives, may undertake such action only after the Town has failed to take such action after reasonable notice by the City. Ten business (10) days notice shall be considered reasonable in all cases and in case of emergency such lesser period of time as warranted by the circumstances shall be reasonable. When City intervention is undertaken, the City and City personnel will act in lieu of the representatives of the Town for the purpose of inspecting and sampling.

### **3.07 SEPTIC WASTES**

No Septage of any kind, whether it is treated or not treated, shall be discharged into the Town System that is tributary to the Manchester System, and no such Septage shall be discharged into the Manchester System that is tributary to the Town System. For as long as the City accepts Septage without limitation from surrounding municipalities, the City will accept Septage without limitation from the Town should the City determine that it must allocate the quantity of Septage that it can accept from any other community, then the quantity of Septage allocated to such community or service area shall be proportional to the flow, BOD and TSS that has been contracted for at the treatment plant for the wastewater service from that community or service area, provided that in no event shall such allocation to the Town be less than 225,000 Gallons per month. Should the City subsequently elect to construct additional Septage facilities, then the Town may elect to negotiate with the City for sharing the cost of such facilities, or the Town may elect to provide its own Septage handling facilities independent of the City. All Septage haulers who use the Manchester Treatment Facilities shall be equally subject to the City's ordinances and regulations regarding licensing, permits, use and fees associated with Septage handling.

## **Intermunicipal Wastewater Agreement Between the City of Manchester and the Town of Londonderry**

### **3.08 TERM OF AGREEMENT; RENEWAL**

The term of this Agreement shall be twenty (20) years from the date hereof with five (5) year amendments based upon renewal of NPDES and other regulatory permits. The Agreement shall be automatically renewed for successive periods of two (2) years, after the expiration of the initial twenty (20) year agreement, unless either party shall elect to terminate the same by written notice to the other at least five (5) years prior to the date of expiration of the original term or any renewal thereof.

### **3.09 TERMINATION FOR BREACH OF AGREEMENT BY EITHER TOWN/CITY**

In the event that either Party fails to comply with the terms or conditions of this Agreement, the Town/City shall give notice of said failure of compliance and the Town/City shall immediately and diligently proceed to cure the default. If the Town/City fails to respond with corrective methods or procedures to cure the default for 30 days after said notice, the Town/City may proceed against the Town/City at law or in equity to enforce all provisions of the Agreement, including action to terminate the Agreement. Termination of the Agreement is not contingent upon the completion of any less formal procedure. Termination of the Agreement is considered appropriate as an escalated response to continued nonconformance with the Agreement by the Town/City when other enforcement responses fail to bring the Town/City into compliance or as a response to an unresolved emergency situation.

In the event the City elects to terminate the Agreement, the City may by any lawful means at its command take action to terminate continued introduction of wastewater into the Manchester System from the Town. Until the Town's wastewater discharge to the City has been completely terminated, the Town shall be required to pay all wastewater charges provided in Article IV of this Agreement.

## **ARTICLE IV - COSTS AND CHARGES**

### **4.01 BASIC PREMISES**

Basic premises regarding the intent of this Agreement are:

- A. Each municipality shall pay the total cost of those facilities within another municipality that are solely for the first municipality's use.
- B. Each municipality that benefits from a facility shall share the cost of that facility, which is required for more than one municipality.
- C. The Manchester treatment plant design flow capacities are incorporated herein, as outlined in the September 2010 AECOM Facilities Plan are:



## Intermunicipal Wastewater Agreement Between the City of Manchester and the Town of Londonderry

TABLE 3

<b>Design Flow and Loading Capacities</b>			
<b>Constituent</b>	<b>Average Day</b>	<b>Maximum Month</b>	<b>Maximum Day</b>
Flow, (MGD)	32.1	42.7	48.2
BOD (lbs/day)	49,085	66,756 *	138,420
TSS (lbs/day)	58,654	97,952 **	172,609
TN (lbs/day)	10,709	14,242	28,110
TKN (lbs/day)	10,709	14,242	28,110
Ammonia-N (lbs/day)	6,693	8,901	18,071
Ortho-P (lbs/day)	1,339	1,780	4,016
TP (lbs/day)	1,874	2,492	4,819

\* 85,133 lbs/BOD as outlined in Appendix "C" 1.1 Capital Cost, A., Treatment Plant

\* \* 94,600 lbs/TSS as outlined in Appendix "C" 1.1 Capital Cost, A., Treatment Plant

As the Town billing is based on monthly sampling, compliance will be based on the average daily discharge of all samples taken for the month. Exceedance of the Maximum daily discharge is not considered an exceedance, if the total maximum monthly allocation has not been exceeded. Capacities have been provided for the Town's estimate of its design requirements, as specified in Section 3.01.

- D. The Facilities Plan is the final capacity upgrade for the wastewater treatment facility. Each Town shall pay its proportional share of the Capital Cost of this final expansion and any future modifications or major retrofits. The Capital Cost shall be allocated among all users as provided in Paragraph 4.03, irrespective of the contribution by each Town at the time of modification or expansion
- E. The pumping stations and interceptors have been, or will be, constructed for their ultimate design capacities.
- F. It is understood that the Southeast Interceptor was constructed within the City and designed to accommodate the Town's future flow requirements to the wastewater treatment facility up to 4.0 MGD. The Flow and composition of all the wastewater and connection points from the Town shall be limited to the amounts outlined in Paragraph 3.01.
- G. If the Town in the future may desire to discharge wastewater to the Manchester System in excess of the present reserved capacity outlined in Paragraph 3.01. The City and the Town agree to negotiate in good faith the terms and conditions by which said additional wastewater might be so discharged, subject to available capacity. It is agreed that such future negotiations for additional capacity shall be for any excess capacity of other Town's or Manchester as agreed upon by all parties.



## **Intermunicipal Wastewater Agreement Between the City of Manchester and the Town of Londonderry**

If the Town in the future may desire to discharge wastewater to the Manchester System from outside the limits of the Town's Boundaries, as shown in APPENDIX "B", the City and the Town agree to negotiate in good faith the terms and conditions by which the present Service area may be expanded, subject to available capacity and engineering feasibility

### **4.02 AUTHORIZATIONS, APPROPRIATIONS AND ENACTMENTS**

Subsequent to the execution of this Agreement, the Town shall authorize the appropriate sum of money, which represents the Town's Share of all capital and pre-financing costs incurred by the Town under the terms and conditions of this Agreement. Additionally, the Town shall enact all ordinances, rules, regulations, by-laws and agreements as are necessary to assure compliance with the provisions of this agreement and to assure that an agency of the Town has been authorized and empowered to collect sufficient funds to pay the city for all costs to be incurred by the town under the terms and conditions of this Agreement.

By execution of this Agreement, it is the intent of the parties hereto to cause the Town to undertake the legal procedures to authorize the necessary appropriations at the earliest possible date but in no event later than April, 2012. Should the Town subsequently fail to authorize the appropriation of funds sufficient to assure payment of all capital and pre-financing costs incurred by virtue of this Agreement or fail to enact such ordinances, rules, regulations, by-laws or agreements as are necessary to assure payment of all costs and compliance with the provisions of this agreement, then this Agreement shall be null and void in its entirety and all obligations under this Agreement of each party to the other shall be terminated.

### **4.03 CAPITAL COSTS**

Capital Costs are all costs incurred due to the initial construction, modification or expansion of a facility. The term "Capital Cost" includes all costs for the design, planning, engineering, land acquisition, legal, financing, capitalized interest, administration and construction of a facility. Capital Cost is subdivided into two basic elements which are the "Local Share" and the "Grant." Estimated Capital costs are shown in Table 4, APPENDIX "C".

Capital Costs shall be allocated to the Town in proportion to the design capacity the town has reserved in the treatment plant, interceptors, and pumping stations, herein referred to as the "Local Share".

It is intended by this Agreement that the term "Town's Share" shall include both the "Grant" and the "Local Share" of the facility and that the Town shall pay its "Town's Share" in accordance with the following paragraphs.

Funding mechanisms for the City may consist of bonds, the State Revolving Loan Fund (SRF), grants and cash outlays. The following establishes the "Town's Share" of Capital Costs under each funding method. For sections 4.03.A through 4.03.E a 1% charge for administrative

## **Intermunicipal Wastewater Agreement Between the City of Manchester and the Town of Londonderry**

purposes will be included in the payments. Late payments will be subject to an interest charge in accordance with City Ordinance 35.023.

### **A. Cash Outlay**

For projects costing under \$500,000, the Town will be billed for their proportionate share of Capital Costs based on payment vouchers submitted to the City, by the engineer and contractor, for work completed on a project. Invoices will be sent to the Town as costs accumulate, or no more than on a monthly basis.

For projects costing \$500,000 or more, payments by the Town to the City shall be amortized over a period of not less than ten (10) years. Interest shall be based on the current applicable State Revolving Loan Fund interest rate for a loan of equivalent length to the amortization period plus a one percent (1%) administrative charge. The interest rate will be determined based on the published rate at the time the project is substantially complete. Invoices will be sent to the Town on an annual basis. Payment by the Town is due to the City within thirty (30) calendar days of the billing date of each invoice.

### **B. Bonded Projects**

The "Town's Share" of payments, both principal and interest, shall be made to the City thirty (30) calendar days prior to the date that the City's payment to the bondholders is due. Interest payments to Manchester shall be calculated based on the bond issued interest rate plus 1% for administration purposes.

### **C. State Revolving Loan Fund**

The SRF program provides low interest loans to assist communities with the design and construction of eligible wastewater projects. The City will take advantage of the SRF program and submit applications for eligible projects. The City will be responsible for requesting periodic disbursement requests throughout the life of the design and construction process. Upon substantial completion of the project, the aggregate of the Disbursements will be consolidated into a Promissory Note ("Note") with the State of New Hampshire. The Note will include principal and interest using an interest rate to be determined in accordance with RSA 486:14.

The "Town's Share" will be their proportionate share of principal and interest payments plus a 1% administrative charge due annually in accordance with the State's amortization schedule. Included with the "Town's Share" will be project costs incurred that were not eligible for the SRF program including interest plus a 1% administrative charge. The Town shall make payment to the City thirty (30) calendar days prior to the date the "Note" payment is due to the State of New Hampshire.

### **D. Conversion of Current On-going Projects**

Projects on-going at the time this agreement is fully executed will be converted to the new methodology noted in items 4.03 A – C. Costs already billed will remain as is under the previous methodology. The remaining balance of estimated projects costs will be

## **Intermunicipal Wastewater Agreement Between the City of Manchester and the Town of Londonderry**

billed to the Town based upon the \$500,000 threshold established above.

### **E. State and Federal Grants**

The City will submit applications to the State of New Hampshire and/or the Federal government for available grant funding for WWTP capital projects. When the City receives State and/or Federal grant funds, the City shall send the town its corresponding share within thirty (30) days of receiving payment from the grantor.

### **F. Project Completions**

On completion of the design phase and/or the construction phase, the City shall use the financial accounts for the particular facility to be audited by an independent accountant and/or the United States Environmental Protection Agency. On completion of the audit, the Town's Share of the Capital Cost shall be calculated and the Town shall pay the City the difference between the final capital costs and the billed capital costs, if there be a deficit in the Town's total payments, or the City shall pay the Town the difference if there be an overage in payments by the Town.

Capital Cost allocation procedures, estimates and examples are shown in APPENDIX "C".

## **4.04 OPERATION AND MAINTENANCE COSTS**

Operation and Maintenance Costs are all costs incurred to provide continuous treatment service which include, but are not limited to, such items as labor, utilities, chemicals, supplies, replacement of equipment, parts and other costs.

There will be one annual lump sum fee of \$1,000 for all Town sewers that convey wastewater into the City system for maintenance of all pipes, and structures with a CPI escalator (Boston Index) each year after this agreement.

Operation and Maintenance Costs are further divided into Administrative Costs (costs which are fixed and not influenced by the quantity and/or composition of wastewater collected and/or treated), and Variable Costs (costs which vary with, or are influenced by, the quantity and/or composition of wastewater collected and/or treated).

The current estimates of Operation and Maintenance Costs of the Treatment Plant, and their allocation into Administrative and Variable Costs, and the current estimates of Operation and Maintenance Costs of the pumping stations and interceptors are shown in APPENDIX "C".

The City shall maintain separate records of its Operation and Maintenance Costs at the close of each calendar year. The City shall cause the financial accounts of its Operation and Maintenance Costs to be audited by an independent accountant. On completion of the audit, the City shall send the Town a summary of all Operation and Maintenance Costs actually incurred during the



## **Intermunicipal Wastewater Agreement Between the City of Manchester and the Town of Londonderry**

calendar year and a summary of Operation and Maintenance Costs paid during that year. The Town's Operation and Maintenance account shall be administered as provided in paragraph 4.09. The allocation of Operation and Maintenance Costs shall be based on continuous measurement of Flow and periodic sampling and analyses for Biochemical Oxygen Demand and Total Suspended Solids.

Operation and Maintenance Cost allocation procedures, estimates and examples are shown in APPENDIX "C".

### **4.05 MANCHESTER COLLECTION SYSTEM**

All Towns that use portions of Manchester's existing collection system for transportation of their wastewaters shall pay Capital Costs.

Capital Costs for use of Manchester's collection system shall be allocated in the same manner as similar costs are for the interceptors.

### **4.06 MONITORING DEVICES**

The City shall furnish and install, at the points of interception shown in APPENDIX "B", monitoring devices as required to measure, sample and record wastewater flow and composition. The cost of the device, which measures the discharge from the City into the Town (Ammon Drive Metering Station- AMS) shall be borne by the City. The cost of the device, which measures the discharge from the Town into the City (Londonderry Metering Station- LMS), shall be borne by the Town. The City shall be responsible for the operation, maintenance, repair, replacement and adjustment of monitoring devices. The expenses related to the device, which measures discharge from the City AMS into the Town, shall be borne by the City. The expenses related to the device, which ensures discharge from the Town LMS into the City, shall be billed to the Town as a separate expense. Monitoring devices shall be so installed that they can be read without access to the operating parts. Access to the operating parts of monitoring devices shall require the presence of authorized representatives of the City and of the Town.

If there is any requirement for any new metering station, said station will be constructed according to City from the area of Londonderry in the vicinity of Bodwell Road through a connection point shown in APPENDIX "B" upon completion of Phase I and Phase III of the Cohas Brook Interceptor.

If there is any requirements for any new metering station to monitor Town flows discharges to the City's system, said station will be constructed according to City of Manchester requirements and will be turned over to the City for O&M. All costs associated with O&M of the station will be billed directly to the Town as part of their Monthly periodic billing.

Any new station must be calibrated and operational prior to the City accepting any flow from Londonderry through the Cohas Brook Interceptor or any other locations.

## **Intermunicipal Wastewater Agreement Between the City of Manchester and the Town of Londonderry**

### **4.07 MONITORING PROCEDURES**

Wastewater flow from the Town into the Manchester System shall be continuously metered and recorded by the City. Biochemical Oxygen Demand and Total Suspended Solid content shall be determined by periodic composite sampling by the City to an extent that will permit a reasonable monthly determination of the value of the Biochemical Oxygen Demand and Total Suspended Solids. Upon written request of the Town, there shall be a continuous composite sampling of Biochemical Oxygen Demand and Total Suspended Solid content. All composite sampling will be conducted by flow-proportional or time-proportional should the flow-proportional metering be temporarily unavailable. In such event, the Town shall pay the City all additional costs resulting from such continuous composite sampling. If, during any period, the monitoring and/or sampling devices become inoperative, the Town agrees to accept a projection of the previous three (3) month history for billing purposes. A like procedure shall be followed in monitoring the wastewater flow from the City into the Town. Since the flow from the Town to the City also will include the flow from the City to the Town, the values measured for the City's flow into the Town shall be deducted from the total values measured for the flow from the Town into the City, to determine the Town's net wastewater flow and composition. Such net values shall be used for billing purposes.

### **4.08 BILLINGS**

For billing purposes, the City shall use the annual budget estimate of Operation and Maintenance for each fiscal year. Estimates change annually as budgets are developed for subsequent fiscal years.

To assure that the bases for billing are the same for all users of Manchester's System, the City shall prepare the Town's monthly billing from the City's estimate of Operation and Maintenance Costs and the flow measuring and sample analyses of the Town's actual discharge during that month.

In accordance with paragraph 4.04, the Operation and Maintenance Cost Account shall be audited each year to determine the difference between the costs actually incurred and the estimated costs used for the billing period. On completion of the audit, the Town shall pay the City the difference between the actual Cost and the estimated Cost, if there be a deficit in the Town's account, or the City shall pay or credit the Town the difference between the actual Cost and the estimated Cost, if there be a surplus in the Town's account. The Town or the City on any surplus or deficit in this account will pay no interest if paid within thirty days after the audit results are transmitted to the Town.

Within thirty (30) days of the close of each calendar month, the City shall send an itemized bill to the Town for all charges incurred under the provisions of this contract during such month. The Flow, Biochemical Oxygen Demand, Suspended Solids, and the rates shall be specified. Said bill shall be mailed in duplicate to the Town Finance Department. The Town shall pay City of Manchester, EPD at 300 Winston Street, Manchester, New Hampshire said bill within thirty (30)

## **Intermunicipal Wastewater Agreement Between the City of Manchester and the Town of Londonderry**

days to the order of the City of Manchester, mailed to the Manchester E PD.

If not paid within thirty (30) days of the billing date, the Town shall pay a twelve (12) percent per annum interest charge on monthly billings.

### **4.09 RECORDS INSPECTION**

As provided in paragraph 3.04, the Town may inspect, review and copy any and all records maintained by the City, which relate to costs, rates or charges under this Agreement. Independent Certified Public Accountants may act on behalf of the Town and at the Town's expense.

Also, as provided in paragraph 3.04, the City may inspect, review and copy any and all records maintained by the Town, which relate to costs, rates or charges under this Agreement. Independent Certified Public Accountants may act on behalf of the City and at the City's expense.

## **ARTICLE V – ADMINISTRATION**

### **5.01 JOINT MEETINGS**

On a mutually selected day during October of each year, regular joint meetings of the Town, the City and other towns receiving wastewater disposal service from the City shall be held at the offices of the Manchester Environmental Protection Division at 300 Winston Street in Manchester. April reviews will be mailed to the Towns. If questions arise a meeting can be called. Fall reviews will be discussed at the Annual Meeting.

Special joint meetings may be called by the Manchester Public Works Director on his own motion and shall be called by the Manchester Public Works Director on request of the Town. The Manchester Public Works Director, or his designee, shall represent the City and shall preside over said meetings. The Town Manager or authorized representative shall represent the Town at said meetings. The Manchester Public Works Director shall give thirty (30) days written notice of all regular and special meetings. He shall cause to be made, kept and distributed to the Town a record of the minutes of each meeting.

The City shall review with the Town semi-annually all items relating to operation and maintenance of the system and shall coordinate and cooperate in implementing reasonable methods and means suggested by the Town by which the cost of operating and maintenance of the System may be reduced or its efficiency increased, consistent with the operation and maintenance standards required by the City, State and Federal authorities.



## Intermunicipal Wastewater Agreement Between the City of Manchester and the Town of Londonderry

### ARTICLE VI - UNIFORM PROVISIONS

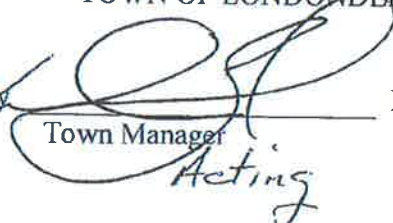
The parties hereto believe they have negotiated fairly an Agreement, which allocates the benefits and costs of their respective water pollution abatement programs on an equitable basis. The City agrees that it will not grant more favorable terms and/or conditions to any other municipality than are contained in this Agreement.

IN WITNESS WHEREOF, the parties to this Agreement have caused this instrument to be signed in centuplicate the day and year first above written.

CITY OF MANCHESTER, NH

TOWN OF LONDONDERRY, NH


By  Date: 1/23/13  
Mayor

By  Date: 12/11/12  
Town Manager  
*Acting*

By  Date 1-15-13  
Public Works Director

By  Date 12/10/12  
Chief Engineer - EPD

Approved as to Legal form and Execution

By  Date 1/23/13  
City Solicitor

# Intermunicipal Wastewater Agreement Between the City of Manchester and the Town of Londonderry

## APPENDIX A

### DEFINITIONS AND ABBREVIATIONS

**ASTM-** The American Society for Testing and Materials.

**BIOCHEMICAL OXYGEN DEMAND (BOD)-** The quantity of oxygen utilized in the biochemical oxidation of organic matter under standard laboratory procedures in five days at 20° Centigrade expressed in parts per million by weight, as determined by Standard Methods reference Part 136.

**CATEGORICAL PRETREATMENT STANDARDS-** Any regulation containing pollutant discharge limits promulgated by EPA under the Clean Water Act, applicable to a specific category of industrial users, and which are found in the Code of Federal Regulations, 40 CFR, Subchapter N, Parts 401 through 471.

**CHIEF ENGINEER-** The duly authorized representative in responsible charge of the Environmental Protection Division of the Department of Highways, or his duly authorized representative.

**CITY -** Or any other word in common usage designating a legally constituted unit of local government, shall mean the City of Manchester, New Hampshire.

**CHEMICAL OXYGEN DEMAND (COD)-** A measure of the oxygen equivalent of the organic matter content of a sample that is susceptible to oxidation by a strong chemical oxidant, as determined by Standard Methods reference Part 136.

**COMBINED SEWER-** A sewer intended to receive both sewage and storm or surface water.

**COMMISSION-** The Highway Commission of the City of Manchester, New Hampshire.

**CONTRACTOR-** Either an individual, partnership, or corporation and the proper agents and representatives thereof, approved by the Commission and the Public Works Director and to whom the Department, acting through the Public Works Director, shall have issued an authorization to install and repair sewers, during the period when such authorization is valid.

**COLLECTION SYSTEM-** A system of pipes that carry wastewater.

**CO-PERMITTEE-** Any person, establishment, firm, corporation, municipal subdivision, or institution granted a permit under this chapter by the Public Works Director of the Department of Highways of the City or by the United States Environmental Protection Agency



## **Intermunicipal Wastewater Agreement Between the City of Manchester and the Town of Londonderry**

**DEPARTMENT-** The Department of Highways of the City of Manchester, New Hampshire.

**DIRECTOR OF PUBLIC WORKS-** The Director of Public Works of the City of Manchester, NH or his authorized deputy, agent, or representative.

**DOMESTIC SEWAGE** - And other putrescible material shall mean liquid or solid waste matter discharged from the intestinal canal of man or other liquid or solid waste materials which are likely to undergo bacterial decomposition; provided, however, that these terms shall not include garbage as defined elsewhere in this section.

**ENVIRONMENTAL PROTECTION DIVISION (EPD)** - Shall mean an authorized agent of the Manchester Highway Department established to operate and maintain the City's Wastewater facility.

**GARBAGE-** The animal and vegetable wastes from the preparation, cooking, and dispensing of food and from handling, storage, and sale of produce.

**GREASE-** Volatile and nonvolatile residual fats, oils, fatty acids, soaps, waxes, mineral oils, and other similar materials.

**GREASE, OIL, AND/OR SAND INTERCEPTOR-** A device which receives oil, grease, sand, and other harmful or hazardous substances to the POTW. Receives drainage from fixtures and equipment having grease laden wastes from food preparation areas or from vehicle or equipment repair facilities or factories where oily or flammable liquid wastes are likely to be present. Prevents heavy solids such as sand or rags from entering the sewer.

**HUMAN EXCREMENT** - And other putrescible material shall mean liquid or solid waste matter discharged from the intestinal canal of man or other liquid or solid waste materials which are likely to undergo bacterial decomposition; provided, however, that these terms shall not include garbage as defined elsewhere in this section.

**INDUSTRIAL SEWAGE or INDUSTRIAL WASTEWATER-** The wastewater from industrial processes, trade, or business as distinct from sanitary sewage.

**INDUSTRIAL USER-** Any person contributing industrial wastewater or any nondomestic source of pollutants into the POTW.

**INSPECTOR-** The person, or persons, duly authorized by the Department of Public Works Director to inspect and approve the installation of building sewers and their connection to the public sewerage system.

**INTERCEPTOR-** Shall mean the main pipe or conduit, manholes and other structures and equipment appurtenant thereto, which connects a series of sewers to the Wastewater Treatment facility.

## **Intermunicipal Wastewater Agreement Between the City of Manchester and the Town of Londonderry**

**INTERFERENCE-** A discharge which, alone or in conjunction with the wastewaters from other sources, inhibits or disrupts the sewage treatment plant, its treatment processes or operations, or its sludge processes, use or disposal and therefore is a cause of a violation of:

- A. The sewage treatment plant's NPDES permit (including an increase in the magnitude or duration of a violation) or of the prevention of sewage sludge use or disposal in accordance with groundwater protection rules, WS 410, solid waste rules, Env-Wm-100-2800, hazardous waste rules, Env-Wm 1000 or;
- B. The Clean Water Act, The Toxic Substance Control Act, the Marine Protection Research and Sanctuaries Act, the Clean Air Act, the Solid Waste Disposal Act and the Resource Conservation and Recovery Act or;
- C. The 40 CFR Part 503 Standards for Sewage Sludge Use and Disposal, or of any regulation or permits issued under these standards.

**MANCHESTER SYSTEM-** Shall mean the City's sewers, interceptors, pumping stations, and wastewater treatment facility.

**MAY-** Is permissive.

**MEDICAL / INFECTIOUS WASTE-** Means medical/infectious waste as defined by RSA 125-N:2, VIII

**MGD-** Wastewater flow in million gallons per day.

**NEW HAMPSHIRE DEPARTMENT OF ENVIRONMENTAL SERVICES (NHDES)-** The state agency responsible for the protection and management of the state of New Hampshire's environmental resources. The department's responsibilities range from ensuring high levels of water quality for water supplies, ecological balance, and recreational benefits, to regulating the emissions of air pollutants, to fostering the proper management of municipal and industrial waste, to managing water resources for future generations.

### **NEW SOURCE-**

- (1) Any building, structure, facility, or installation from which there is (or may be) a discharge of pollutants, the construction of which commenced after the publication of proposed pretreatment standards under Section 307(c) of the Act which will be applicable to such source if such standards are thereafter promulgated in accordance with that section, provided that:
  - A. The building, structure, facility or installation is constructed at a site at which no other source is located; or,

## **Intermunicipal Wastewater Agreement Between the City of Manchester and the Town of Londonderry**

- B. The building, structure, facility, or installation totally replaces the process or production equipment that causes the discharge of pollutants at an existing source; or,
  - C. The production of wastewater generating processes of the building, structure, facility, or installation are substantially independent of an existing source at the same site. In determining whether these are substantially independent, factors such as the extent to which the new facility is integrated with the existing plant, and the extent to which the new facility is engaged in the same general type of activity as the existing source, should be considered.
- (2) Construction on a site at which an existing source is located results in a modification rather than a **NEW SOURCE** if the construction does not create a new building, structure, facility, or installation meeting the criteria of subsection (1)(b) or (c) of this definition but otherwise alters, replaces, or adds to existing process or production equipment.
  - (3) Construction of a new source as defined under this subsection as commenced if the owner or operator has:
    - A. Begun, or caused to begin, as part of a continuous on-site construction program, any placement, assembly, or installation of facilities or equipment, or significant site preparation work including clearing, excavation, or removal of existing building, structures, or facilities which is necessary for the placement, assembly, or installation of new source facilities or equipment; or,
    - B. Entered into a binding contractual obligation for the purchase of facilities or equipment which are intended to be used in its operation within a reasonable time. Options to purchase or contracts which can be terminated or modified without substantial loss, and contracts for feasibility, engineering, and design studies do not constitute a contractual obligation under this definition.

**NPDES PERMIT-** The National Pollutant Discharge Elimination System Permit as issued by the United States Environmental Protection Agency.

**OWNER-** Both the owner of fee in any real estate and all tenants, lessees or other in control, or possession and use, of the property in question, or having any interest therein, and his, her, its or their agents, or representatives, as the interest, duties, powers or liabilities of each may be.

**PASS-THROUGH-** The discharge of pollutants through the sewage treatment plant into waters of the U.S. in quantities or concentrations, which, alone or in conjunction with discharges from other sources, is a cause of a violation of any requirement of the sewage treatment plant's NPDES permit (including an increase in the magnitude or duration of a violation) or of applicable water quality criteria.



## **Intermunicipal Wastewater Agreement Between the City of Manchester and the Town of Londonderry**

**pH-** The logarithm of the reciprocal of hydrogen ion concentration in gram equivalents per liter of solution.

**PHARMACEUTICAL WASTE-** Means a prescription drug, as defined by RSA 318:1, XVIII, or a nonprescription or proprietary medicine, as defined by RSA 318:1 XVIII, that is no longer suitable for its intended purpose or is otherwise being discarded.

**PRETREATMENT STANDARDS-** Prohibited discharge standards, categorical pretreatment standards, and local limits.

**PUBLIC SEWER-** The main line of pipe or conduit, owned, controlled, and maintained by the city for the conveyance of waste or sewage from several properties, and shall not be understood to include building connections or private sewers, which are maintained by the owners of the properties using them.

**PUBLICLY OWNED TREATMENT WORKS (POTW) -** means a treatment works as defined by section 212 of the Clean Water Act (CWA), which is owned by a State or municipality (as defined by section 502(4) of the CWA). This definition includes any devices and systems used in the storage, treatment, recycling and reclamation of municipal sewage or industrial wastes of a liquid nature. It also includes sewers, pipes and other conveyances only if they convey wastewater to a POTW Treatment Plant. The term also means the municipality as defined in section 502(4) of the CWA, which has jurisdiction over the Indirect Discharges to and the discharges from such a treatment works.

**RADIOLOGICAL WASTE-** Means radioactive waste as regulated by RSA 125-F.

**REPRESENTATIVE -** Any designated agent, group, or board given authority by the Town's elected body to act on behalf of the Town with the interests, duties powers of said Town.

**RESIDENTIAL-** Buildings intended for providing full-time living accommodations as opposed to commercial or industrial establishments.

**SANITARY SEWER-** A sewer intended to convey sanitary sewage or industrial sewage from residences, commercial or industrial establishments together with minor quantities of ground, storm, and surface waters that are not admitted intentionally.

**SEPTAGE-** Any liquid or solid (sludge or scum) pumped from chemical toilets, vaults, septic tanks, or cesspools into which have been received only sanitary wastewaters.

**SEPTAGE TRUCK-** Any watertight vehicle which is used for the collection and hauling of septage from septic tanks, vaults, and chemical toilets or cesspools, or industrial or commercial wastewaters from industrial pretreatment facilities, and complies with the regulations of the New Hampshire Department of Environmental Services.

## **Intermunicipal Wastewater Agreement Between the City of Manchester and the Town of Londonderry**

**SEPTIC TANK-** An approved type of watertight compartment made of concrete or other approved material into which the out flowing domestic wastewater from dwellings or other buildings may be discharged.

**SERVICE CHARGE-** A basic charge for the convenience and availability of sewage disposal service.

**SEWAGE or WASTEWATER-** A combination of the liquid and water-carried wastes discharged from residences, businesses, institutions, and industrial establishments.

**SEWER USE ORDINANCE-** A-by-law regulating the use of public sewers and drains, public sewage disposal; the installation and connection of building sewers and garbage disposal units; the discharge of waters and wastewaters into the wastewater facilities; and providing penalties for violations thereof.

**SEWAGE TREATMENT PLANT or WASTEWATER TREATMENT FACILITY-** Any arrangement of devices and structures used for treating sewage or for the control of water pollution.

**SEWAGE WORKS or SEWERAGE SYSTEM-** All public facilities for collecting, pumping, treating, and disposing of sewage and for the control of water pollution.

**SEWER-** The main pipe or conduit, manholes, and other structures and equipment appurtenance thereto, provided to carry sewage, industrial wastes, or storm water, cooling water, similar wastes, and subject in each particular case to the purpose and limitations imposed upon the particular pipe or conduit.

**SEWER RENTAL CHARGE-** A charge for defraying the capital and operation/maintenance costs of the sewerage system. Said charge consists of a service charge and usage charge.

**SHALL-** Is mandatory.

### **SIGNIFICANT INDUSTRIAL USER (SIU) –**

- (1) All industrial users subject to Categorical Pretreatment Standards under 40 CFR 403.6;
- (2) Any other industrial user that discharges an average of 10,000 gallons per day or more of process wastewater to the POTW (excluding sanitary, noncontact cooling and boiler blowdown wastewater); contributes a process wastestream which makes up 5% or more of the average dry weather hydraulic or organic capacity of the POTW; discharges medical / infectious waste, pharmaceutical waste, or radiological waste; or is designated as such by the Control Authority as defined in 40 CFR 403.12(a) on the basis that the industrial user has a reasonable potential for adversely affecting the POTW's operation or for violating any pretreatment standard or requirement in accordance with 40 CFR 403.8(f)(6).

## Intermunicipal Wastewater Agreement Between the City of Manchester and the Town of Londonderry

**SLUG-** Any discharge of water, wastewater, sewage, or industrial sewage which, in concentration of any given constituent or in quantity of flow, exceeds for any period of duration longer than 15 minutes more than five times the average 24 hour concentration or flow during normal operation, or which shall adversely affect the collection system and/or performance of the POTW.

**STANDARD METHODS-** The latest approved edition of “Standard Methods for the Examination of Water and Wastewater” as published by the American Public Health Association.

**STORM DRAIN or DRAIN-** A series of pipes provided and intended for the conveyance of storm water, groundwater, subsurface water, or other waters as may be approved for any particular drain, but excluding sewage or contaminated industrial wastewaters.

**STORM WATER-** The runoff or discharge of rain and melted snow or other water from roofs, surfaces of public or private lands or elsewhere.

**SUBSOIL DRAINAGE-** Water from soil percolating into subsoil drains and through foundation walls, basement floors, or underground pipes or from similar sources.

**TOTAL SUSPENDED SOLIDS (TSS)-** The total solids that either float on the surface of, or are suspended in water, sewage or other liquids; and which are removable by laboratory filtering, as determined by Standard Methods reference Part 136.

**TOWN –** Town of Londonderry, New Hampshire or the Town Council of the Town.

**TOWN MANAGER –** The Town Manager of the Town of Londonderry, New Hampshire or a duly authorized deputy, agent, or representative.

**USAGE CHARGE-** A charge based on the volume and strength of wastewater discharge.

**USAGE CHARGE FORMULA-** The following formula to be used in computing the usage charge portion of the sewer rental charge as provided in this chapter:

$C = V_c (V_u/1000) + B_c (B_u/100) + S_c (S_u/100)$ , where:

C = the usage charge for the billing period.

V<sub>c</sub> = the unit cost for the treatment per 1000 gallons of water: water volume at the rate specified in the City of Manchester’s Sewer Use Ordinance § 52.160.

V<sub>u</sub> = the volume in gallons of wastewater discharged during the billing period.

B<sub>c</sub> = the unit cost for the treatment per 100 pounds of BOD at the rate specified in the City of Manchester’s Sewer Use Ordinance § 52.160.



## Intermunicipal Wastewater Agreement Between the City of Manchester and the Town of Londonderry

Bu = the BOD content in pounds of wastewater discharged during the billing period.

Sc = the unit cost for the treatment per hundred (100) pounds of suspended solids at the rate specified in the City of Manchester's Sewer Use Ordinance § 52.160.

Su = the suspended solids content in pounds of wastewater discharged during the billing period.

**WASTEWATER-** The spent water of a community. Spent water may be combination of the liquid wastes from residence, commercial, industrial plants, and institutions, together with any groundwater, surface water and storm water that may be present.

**WASTEWATER DISCHARGE PERMIT** - A legal document issued by the City/Town to an industrial user that discharges wastewater to the City/Town sanitary sewer system which allows the discharge of certain specific qualities and quantities of wastewater.

**WASTEWATER SERVICE-** The act of collecting and treating wastewater prior to its discharge to the Merrimack River.

The following abbreviations are used in formulas shown in APPENDIX "C"

Q = Shall mean average daily flow

BOD = Shall mean Biochemical Oxygen Demand of the sample

TSS = Shall mean Total Suspended Solid of the sample

I/I = Shall mean Infiltration/Inflow to the sewer lines or facility

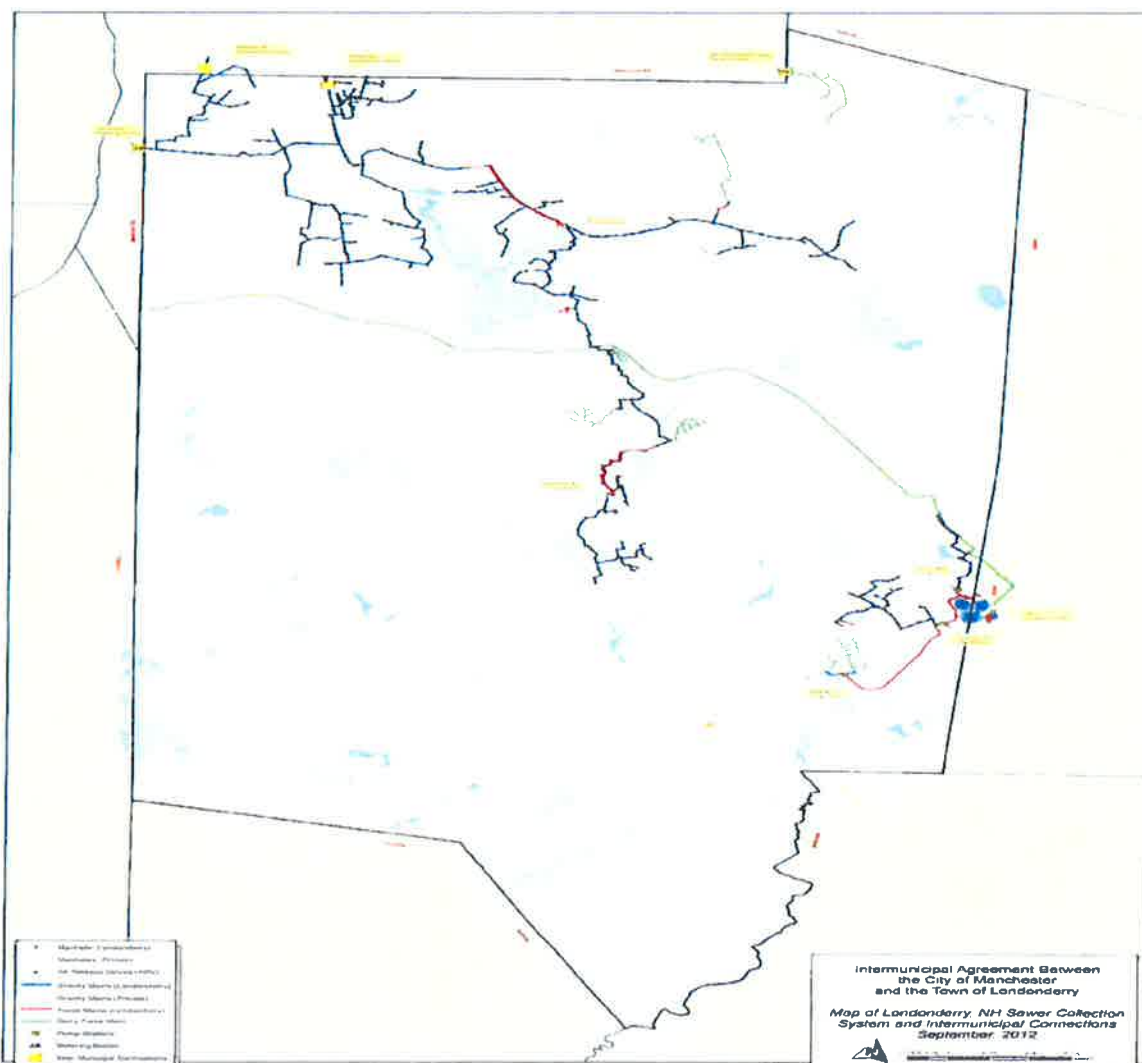
CC = Shall mean capital cost of the facility including planning, engineering, land acquisition, administrating, legal, financing and construction costs.

O&M = Shall mean Operating and Maintenance costs.

# Intermunicipal Wastewater Agreement Between the City of Manchester and the Town of Londonderry

## APPENDIX B TOWN LOCATIONS OF CONNECTIONS AND SERVICE AREA

### MAP OF THE TOWN OF LONDONDERRY





## Intermunicipal Wastewater Agreement Between the City of Manchester and the Town of Londonderry

# APPENDIX C

## COST ALLOCATIONS PROCEDURES AND ESTIMATED EXAMPLES

### COST ALLOCATION PROCEDURES, ESTIMATES AND EXAMPLES

#### I. ALLOCATION PROCEDURES

Costs shall be allocated among all users of the Manchester System in accordance with the principles of fairness and equity using the procedures as follows:

##### 1.1 CAPITAL COSTS

###### A. TREATMENT PLANT

The Capital Cost of the treatment plant shall be proportional to the allocated Flow of 4.0 MGD, 9,571 pounds of Biochemical Oxygen Demand, and 9,340 pounds of Total Suspended Solids. The derivation of these percentages is shown in Table 5.

The Town's share of Capital Cost of the treatment plant shall be computed on the basis of the NPDES Effluent Permit Parameters factoring in the required minimum 85% removal. For BOD the effluent maximum day load to the Merrimack River is 12,777 pounds. When factoring in the 85% minimum removal requirement the maximum influent **BOD loading is 85,133 pounds**. For TSS the effluent maximum day load to the Merrimack River is 14,190 pounds. When factoring in the 85% minimum removal requirement the maximum influent **TSS loading is 94,600 pounds**. The AECOM Maximum Month **design flow** to the treatment plant is **42.7 million gallons per day (mgd)**.

Londonderry's wastewater discharge is 4.0 mgd, divided by the Maximum Monthly Design Flow of 42.7 equals 9.37 % of the capital share for flow.

Londonderry's BOD allocation is 9,571 pounds divided by the influent BOD load of 85,133 pounds equals 11.24 % of the capital share for BOD.

Londonderry's TSS allocation is 9,340 pounds divided by the influent TSS load of 94,600 pounds equals 9.87 % of the capital share for TSS.

## **Intermunicipal Wastewater Agreement Between the City of Manchester and the Town of Londonderry**

The average of the percent of Flow, BOD and TSS shall constitute the town's share of the capital costs.

The Town's Share (TSH) of Capital Cost of the treatment plant shall be calculated as follows:

$$\text{(TSH) } T = \text{Flow, } S = \text{BOD, } H = \text{TSS}$$

$$\text{TSH} = (9.37 \% + 11.24 \% + 9.87 \%) / 3 = \mathbf{10.16 \% \text{ of the Capital Costs}}$$

### **B. FUTURE PARAMETERS**

In the future the WWTP will need to treat phosphorous and may need to treat for aluminum. As with BOD and TSS, the Town's will be charged their proportionate share for annual O&M. Capital costs for aluminum treatment (if this is needed in the future) will be apportioned according to the percentage loading from their town's discharge from the previous average of three years.

### **C. PUMPING STATION(S) AND INTERCEPTOR(S)**

The Town's Share of Capital Cost of pumping station(s) and interceptor(s) shall be computed on the basis of the Town's Discharge Flow, divided by the Maximum Monthly Design Peak Flow of the Facility, times the Capital Cost of the Facility.

Peaking factors shall be based on the design standards of the New Hampshire Department of Environmental Services. The Total Design Peak Flow of the Crescent Road Pumping Station Annex, the Northeast Interceptor and the Central Interceptor includes storm water from Manchester. All costs of these facilities associated with storm water shall be allocated to Manchester

#### **1. PUMPING STATION(S)**

The Town's share of Capital Cost of the pumping station(s) shall be calculated as follows:

$$\text{(Town discharge to the pumping station / Pump Station Design) Capacity} \times \text{Capital Cost}$$

An example is a new 2.5 mgd pumping station that costs \$1,750,000 to build. The town discharges 125,000 gallons per day.

$$(125,000 / 2,500,000) \times \$1,750,000 = \$87,500$$

## **Intermunicipal Wastewater Agreement Between the City of Manchester and the Town of Londonderry**

### **2. INTERCEPTOR(S)**

The interceptor(s) that convey wastewater from Londonderry have been built and paid through the previous Intermunicipal Agreements. The Town will pay a \$1,000 annual fee for their share of the maintenance of these interceptor(s). The annual fee will be increased by the Boston-Based CPI annually.

### **1.2 OPERATION AND MAINTENANCE COSTS**

#### **A. THE OPERATIONS AND MAINTENANCE COSTS**

The operation and maintenance cost of the treatment plant shall be allocated in proportion to the measured Flow, Biochemical Oxygen Demand and Total Suspended Solids discharged by each Town. This cost will be the sum of the costs attributable to Flow; the costs attributable to Biochemical Oxygen Demand; and the costs attributable to Total Suspended Solids.

Administrative costs will be proportioned 1/3 to each of the 3 components. On the basis of current operating conditions of FY 2011, the cost attributable to Flow is 42%; the cost attributable to Biochemical Oxygen Demand is 29%; and the cost attributable to Total Suspended Solids is 29%. See Table 6 for derivation of percentages.

The Town's Share of Operation and Maintenance Cost for the treatment plant shall be calculated as follows:

$$\begin{aligned} &\text{Monthly town Flow} / \text{Monthly plant Flow} \times \text{Monthly O\&M Cost} + \\ &\text{Monthly town BOD} / \text{Monthly plant BOD} \times \text{Monthly O\&M Cost} + \\ &\text{Monthly town TSS lbs} / \text{Monthly plant TSS lbs} \times \text{Monthly O\&M Cost} \end{aligned}$$

#### **B. INTERCEPTOR(S)**

The Town's Share of Operation and Maintenance Cost of the Interceptor(s) shall be fixed annually with a CPI escalator as determined by the Boston Based CPI for each year of this agreement.

### **1.3 ANNUAL COST ADJUSTMENT CHARGE**

As the plant is built out and our allocations are less than what was originally estimated, there will no longer be a capital cost adjustment charge added to the town's billing.

## Intermunicipal Wastewater Agreement Between the City of Manchester and the Town of Londonderry

### II. COST ESTIMATES

The City has prepared estimates of all Capital Costs and of all Operation and Maintenance Costs based upon its current experience. The estimates are shown on the following **Tables 4 through 6**, inclusive. All estimates of cost allocations and all examples have been prepared in accordance with the procedures outlined in Section I, above, using the current estimates. In the final analysis, all costs will be allocated on the basis of audited accounts, as outlined in Article IV.

**TABLE 4**

#### ESTIMATED CAPITAL COSTS

<b>Project</b>	<b>Total Project Cost</b>	<b>City Share 81.36%</b>	<b>Bedford Share 4.37%</b>	<b>Goffstown Share 4.11%</b>	<b>Londonderry Share 10.16 %</b>
<i>WWTP Upgrade with Phosphorous Removal (September 2010)</i>	\$77,500,000	\$63,054,000	\$3,386,750	\$3,185,250	\$7,874,000

#### ALLOCATION OF CAPITAL COSTS FOR WASTEWATER PLANT

The Capital Cost allocation has changed to the share outlined in Table 4 due to final build out of the wastewater treatment plant. The allocation is 9.37% attributable to Flow, 9.87% attributable to Total Suspended Solids and 11.24% attributable to BOD. Any available State or Federal Grants will reduce the total capital cost to Londonderry proportionately to the amount of the grant received.

## Intermunicipal Wastewater Agreement Between the City of Manchester and the Town of Londonderry

**TABLE 5**

<b>CAPITAL COST WASTEWATER TREATMENT PLANT – ITEM 1</b>			
1.	VOLUME	$(\$77,500,000 \times 9.37\%) / 3 =$	<b>\$2,420,583</b>
2.	BOD	$(\$77,500,000 \times 11.24\%) / 3 =$	<b>\$2,903,667</b>
3.	TSS	$(\$77,500,000 \times 9.87\%) / 3 =$	<b>\$2,549,750</b>
<b>SUB-TOTAL =</b>			<b>\$7,874,000</b>

**TABLE 6**

<b>ESTIMATED ANNUAL OPERATION &amp; MAINTENANCE BUDGET COSTS</b>		
<b>FY 2012</b>	<b>Annual Budget</b>	<b>\$7,307,721</b>
<b>42%</b>	<b>Allotted to Flow =</b>	<b>\$3,069,242</b>
<b>29%</b>	<b>Allotted to BOD =</b>	<b>\$2,119,239</b>
<b>29%</b>	<b>Allotted to TSS =</b>	<b>\$2,119,239</b>

The annual O&M charges will increase according to facility needs and regulatory requirements and will be adjusted annually to ensure the operation of the facility will meet all Federal and State requirements.

**DW 22-012**  
**BODWELL WASTE SERVICES CORPORATION**  
**PETITION FOR APPROVAL TO TERMINATE SERVICE**  
**NH Department of Energy (DOE) Data Requests – City of Manchester Set 1**  
**Data Request Received: 6/9/22** **Date of Response: 6/17/22**  
**Request No. DOE 1-10** **Witness: Robert Robinson**

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**DOE Manchester 1-10:** Please describe the current billing procedures for Bodwell's Londonderry customers. Please indicate and describe any changes in these billing procedures that may occur subsequent to the contemplated acquisition of the Londonderry portion of the Bodwell system by the Town of Londonderry?

**Response:**

EPD is not aware of the current billing procedures for Bodwell's Londonderry customers nor is it aware whether the billing procedures may change when Londonderry acquires Bodwell's assets.