

**DES Waste Management Division
29 Hazen Drive; PO Box 95
Concord, NH 03302-0095**

**REIMBURSEMENT REQUEST
GROUNDWATER MONITORING
AND MONITORING WELL ASSESSMENT
DATA TRANSMITTAL – APRIL 2022**

**Enfield Gas and Food
497 Route 4
Enfield, NH 03748
NHDES Site #: 199107004
LUST Project: #3017**

Prepared for:

SBP Realty, LLC
497 US Route 4
Enfield, NH 03748
Phone Number (603) 235-1429
RP Contact Name: Mr. Bobby Patel
RP Contact Email: enfieldgasnfood@gmail.com

Prepared By:

Calex Environmental, LLC
PO Box 236
Colebrook, NH 03576-0236
Phone Number: (603) 237-9399
Contact Name: Ronald T. Guerin
Contact Email: rquerin@calexenvironmental.com

Date of Report: June 13, 2022

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Calex Environmental, LLC
PO Box 236
Colebrook, NH 03576

Phone: 603-237-9399
Fax: 603-237-9303
rguerin@calexenvironmental.com
www.calexenvironmental.com

Invoice

Invoice #
13228
Date
6/12/2022
Due Date
6/22/2022

Bill To

SBP REALTY, LLC
MR. BOBBY PATEL
497 RTE 4
ENFIELD, NH 03748

Claim / Project	P.O. No.	Terms	Calex Project
		Net 10	ENF-22-002

Date	Quantity	Description	Rate	Amount
6/6/2022	7.25	M. Robinette - Sr. Project Geologist - Sampling event and review of summary report	110.00	797.50
6/11/2022	28.75	R. Guerin - Project Manager - WSA preparation, file review, site plan figures, sampling, contact property owners, potential receptor survey, summary report	110.00	3,162.50
4/28/2022	1	Metal Detector	20.00	20.00
4/28/2022	5	Disposable Bailers	13.00	65.00
4/28/2022	1	Field Supplies	30.00	30.00
4/28/2022	1	Water Level Meter	18.00	18.00
5/10/2022	1	Eastern Analytical Invoice 242800	960.00	960.00
		TOTAL REIMBURSABLE EXPENSES		960.00
		Markup	15.00%	144.00
		TOTAL REIMBURSABLE EXPENSES		1,104.00
	400	Mileage - 400 Miles @ \$0.585 per mile	0.585	234.00
			Total	\$5,431.00

Interest at the rate of 1½% per month shall be payable on any amounts not paid within 30 days of the invoice date.

"Providing Practical Solutions for a Complicated World Since 1987"

Eastern Analytical, Inc.
51 Antrim Avenue
Concord, NH 03301

(603)-228-0525
1-800-287-0525
FAX: (603)-228-4591

Invoice

242800

Job Description 242263

Site Name: Enfield Gas and Food - 1991070041 | ENF-22

Contact: Ron Guerin

Date Received: 4/29/2022

Calex Environmental
PO Box 236
Colebrook NH 03576
ATTN: Accounts Payable

Invoice Date	Your Order Number	Terms
5/10/2022	Verbal	1:Net 30

Quantity	Item Description	Discountable	List Price	Extended Price Gross
3	ODD Fund - 524.2 VOC Drinking Water	N	120.00	360.00
1	ODD Fund - 524.2 VOC Trip Blank	N	0.00	0.00
5	ODD Fund - 8260 VOC Full List	N	120.00	600.00

Gross Invoice Amount \$960.00

Please pay this amount: **\$960.00**

Thank you for this opportunity to be of service

****Please note our new address****

8:51 AM

06/13/22

Calex Environmental, LLC
Time by Job Detail
All Transactions

Date	Name	Duration	Notes
ENFIELD GAS AND FOOD:ENF-22-002			
CONSULTING SERVICES:Env Consulting			
02/21/2022	Guerin, Ronald	3:00	Task 1: WSA; record research, file review
02/22/2022	Guerin, Ronald	4:00	Task 3: Potential Receptor Survey
03/07/2022	Guerin, Ronald	4:00	Task 3: Potential Receptor Survey, Task 1: Complete figures, complete summary document, email to DE
03/21/2022	Guerin, Ronald	3:00	Task 2: Write letters to (5) well owners; mail certified letters
03/24/2022	Guerin, Ronald	0:30	Task 2: Resend Beauregard letter. Town has wrong address.
03/28/2022	Guerin, Ronald	0:30	Task 2: Return phone calls to well owners
04/28/2022	Guerin, Ronald	11:00	Task 2: GW Sampling, well survey
04/28/2022	Robinette, Michael J	6:15	Task 2: GW sampling. Locate and survey wells.
05/27/2022	Guerin, Ronald	2:00	Task 2: Water Well Sampling Results Letters to Property Owners
05/30/2022	Guerin, Ronald	1:00	Task 2: Tabular Tables
05/30/2022	Guerin, Ronald	1:30	Task 2: Report and Figures
05/30/2022	Guerin, Ronald	1:00	Task 2: Data Summary Report
05/31/2022	Guerin, Ronald	2:45	Task 2: Data Summary Report
06/01/2022	Guerin, Ronald	0:30	Task 2: Data Summary Report
06/02/2022	Guerin, Ronald	1:15	Task 2: Data Summary Report
06/03/2022	Guerin, Ronald	2:00	Task 2: Data Summary Report
06/06/2022	Robinette, Michael J	1:00	Task 2: Review Data Submittal Draft
06/11/2022	Guerin, Ronald	1:00	Task 2: Finalize and upload report
Total CONSULTING SERVICES:Env Consulting		46:15	
Total ENFIELD GAS AND FOOD:ENF-22-002		46:15	
TOTAL		46:15	

Calex Environmental, LLC
Mileage by Job Detail
January 1 through June 12, 2022

Vehicle	Trip End Date	Billing Status	Item	Total Miles	Notes	Sales Price	Amount
ENFIELD GAS AND FOOD							
ENF-22-002							
M. ROBINETTE	04/28/2022	Billable	MILEAGE	116	RT ENFIELD	0.585	67.86
CALEX-1	04/28/2022	Billable	MILEAGE	275	RT Mileage: Colebrook, Enfield, Colebrook	0.585	160.88
CALEX-1	04/29/2022	Billable	MILEAGE	72	One way trip to lab	0.585	42.12
Total ENF-22-002				463			270.86
Total ENFIELD GAS AND FOOD				463			270.86
TOTAL				463			270.86

WORK SCOPE AUTHORIZATION - Odb 407.01



Use this form (s) to obtain pre-approval from NHDES for performing corrective action at sites eligible for the Petroleum Reimbursement Funds under RSA 146-D.

NOTE: You must receive prior approval even if private insurance is initially funding the work. Approval of a work scope by NHDES is *not* an authorization for reimbursement under Odb 404.03.

****REIMBURSEMENT CANNOT BE AUTHORIZED IF A COMPLETE ESTIMATE IS NOT PRE-APPROVED BY NHDES****

Facility Name: Enfield Gas and Food
 Location Address: 497 Rte US Route 4
 Location Town: Enfield
 Facility Owner: SBP Realty, LLC
 Dates of Work: February - June 2022

NHDES No.: 1991070041
 UST/AST Fac. ID#: 111135
 Project Type: LUST #3017
 Project Phase: GWMP
 Consultant: Calnex Environmental, LLC
 Contractor: Eastern Analytical, Inc.

Task Summary: TASK 1: Project Transition. (Does not include production of historical data tables.)

Description	Unit Basis (1)	Rate (1)	# Units	Estimated Cost
Transition Project - Calnex				
Project Manager - WSA	HR	\$110.00	1	\$110.00
Project Manager - File review, Site Plan Figures	HR	\$110.000	3	\$330.00
Task total:				\$440.00

Task Summary: TASK 2: April 2022 Sampling Round and Well Survey

Sample & Survey: MW-1, MW-4, MW-6, MW-7, MW-9; Sample: SW LJB-2

Sample: DW - Tenny, Beauregard/Avallone, Staggs

Survey Only: MW-2R, MW-3, MW-5, MW-6D, MW-8

Description	Unit Basis (1)	Rate (1)	# Units	Estimated Cost
April 2022 Sampling Sampling Event - Calnex				
PM - RT Travel, Locate, Sample, Survey MW, DW, SW	HR	\$110.00	16	\$1,760.00
Auto Mileage (RT + samples to lab)	MILES	\$0.585	400	\$234.00
Metal Detector	DAY	\$20.00	1	\$20.00
Bailers	EA	\$13.00	5	\$65.00
Field Supplies	DAY	\$30.00	1	\$30.00
Water Level Meter	DAY	\$18.00	1	\$18.00
Sampling Pump	DAY	\$46.00	1	\$46.00
Analytical - Eastern Analytical, Inc.				
VOC (NH Full List)	EA	\$120.00	9	\$1,080.00
15% Markup Lab	15%	\$162.00	1	\$162.00
PM - Contact/Schedule Drinking Water Sampling With Owners	HR	\$110.00	3	\$330.00
PM - Distribute Drinking Water Results to Owners	HR	\$110.00	2	\$220.00
PM - Complete April Data Submittal Report	HR	\$110.00	5	\$550.00
Task total:				\$4,515.00

Task Summary: TASK 3: Potential Receptor Survey

Description	Unit Basis (1)	Rate (1)	# Units	Estimated Cost
PM - Research Tax Maps/Cards, Contact Town	HR	\$110.00	3	\$330.00
PM - Create Data Table and Figure	HR	\$110.00	3	\$330.00
Task total:				\$660.00
Total All Services:				\$5,615.00

Consultant/Contractor:

Ronald T. Guerin
 (signature/date)

2/21/2022

NHDES Approval:

Jacqueline S. Oakes
 (signature/date)

APPROVED

By Jacqueline S. Oakes, P.E. at 9:23 am, Feb 22, 2022

(1) Refer to the NH Petroleum Reimbursement Fund web page for information on current applicable unit-based costs and rates.

<https://www.des.nh.gov/business-and-community/loans-and-grants/petroleum-reimbursement-fund>

A report documenting the approved work must be provided to NHDES by: June 15, 2022

Please note the New Hampshire Insurance Department Bulletin regarding strict liability and private insurance coverage:

http://www.nh.gov/insurance/media/bulletins/2011/documents/ins_11_009_ab.pdf



"Providing practical solutions since 1987"

Agreement for Environmental Services

Site:

Enfield Gas and Food
497 US Route 4
Enfield, New Hampshire 03748
NHDES: 1991070041

Prepared for:

Mr. Bobby Patel
SBP Realty, LLC
497 US Route 4
Enfield New Hampshire 03748
(603) 235-1429

Calex Project: ENF-22-002

Calex Environmental, LLC
PO Box 236
Colebrook, NH 03576
(603) 237-9399

Date: February 19, 2022



February 19, 2022

Calex Project: ENF-22-001

Mr. Bobby Patel
SBP Realty, LLC
497 US Route 4
Enfield, NH 03748

Emailed: enfieldgasnfood@gmail.com

Subject: Agreement for Environmental Services
SITE: Enfield Gas and Food, (Former Petro Mart)
497 US Route 4, Enfield, NH; DES Site: #1991070041 (the Site)

Dear Mr. Patel:

Calex Environmental, LLC, (Calex a.k.a. CONSULTANT) is pleased to provide you (Owner a.k.a CLIENT) with the following "Agreement for Environmental Services" pertaining to completion of the following Scope of Services:

SCOPE OF SERVICES

When requested or required by the New Hampshire Department of Environmental Services (NHDES) CONSULTANT proposes to furnish the following Scope of Services (SOS) in general accordance with the Site's Groundwater Management Permit (GMP) and/or any other Site specific NHDES Project(s), (i.e., LUST Project #0003017) ,related requests or requirements:

1. CONSULTANT shall monitor the Project's soil, surface water, and groundwater in general accordance with applicable Project permit(s) and monitoring requirements
2. CONSULTANT shall prepare and submit periodic monitoring reports to the respective regulatory agency(ies) at the prescribed dates, or at a frequency acceptable to CLIENT and CONSULTANT.
3. CONSULTANT shall retain a qualified analytical testing laboratory to analyze soil, surface water, groundwater and any other required samples in accordance with Project applicable analytical testing protocols.
4. CONSULTANT shall prepare applications for renewal of Groundwater Management Permits, and other Project required permits from local, state or federal agencies for groundwater monitoring at the Project site.
5. CONSUTLANT shall identify, review and develop recommendations for any remedial corrective measures, as warranted.

(603) 237-9399 PO Box 236, Colebrook, NH 03576 (603) 237-9303 (fax)

office@callexenvironmental.com

www.callexenvironmental.com



To: Mr. Bobby Patel
Subject: Callex Project: ENF-22-002
Date: February 19, 2022

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6. CONSULTANT shall complete other Project related actions such as completion of Work Scope Authorizations (WSA), hazardous waste manifests and reports; provide or retain services, including that of 3rd party contractors, for the installation, maintenance, repair or decommissioning of monitoring wells, Site remediation and any other Project required services; and complete any additional Project related actions that may be required time-by-time by NHDES.
7. CONSULTANT shall prepare and submit periodic Request for Reimbursement claims to the State of New Hampshire in accordance with the Terms indicated below.

COST ESTIMATE

Costs are to be determined based upon the prevailing market rates and the required work scopes established by the State of New Hampshire. Project costs will be pre-approved by NHDES under the terms of this agreement.

TERMS

Payment:

After Callex has performed the services as specified herein, Owner will allow direct reimbursement by the State of New Hampshire (the State), and Callex (the Applicant) shall receive, payments based upon the actual services received by Owner and fees charged by Callex at the prevailing market rates established by the State. Payments to Callex shall be made directly from the State for Callex's services related to services described herein. Any payments inadvertently made to the Owner, or the Client by the State for professional services described herein shall be directed to Callex. Accordingly, pursuant to Odb 406.03 Contracts (c), Callex as the Applicant agrees to waive all claims against the Owner for payment of services performed within the limits of the contract.

Term of Contract:

The term of this Agreement shall commence upon the later of February 21, 2022, or the agreement acceptance date indicated below, and extend through December 31, 2023. This Agreement may be extended upon the expiration of the initial Agreement, upon mutual consent of the parties.

Termination:

CONSULTANT or CLIENT may terminate this Agreement without cause, upon thirty (30) days written notice. If the Agreement is terminated CONSULTANT shall be entitled to receive compensation for the value of CONSULTANTS services performed through the termination date.

Indemnification:

Subject to all otherwise applicable statutes of limitation and repose and the provisions and limitations of this Agreement, CONSULTANT agrees to indemnify and hold harmless CLIENT, its shareholders, officers, directors, employees, and agents from and against any and all claims, suits, liabilities, damages, expenses (including without limitation reasonable attorney's fees and costs of defense) or other losses (collectively "Losses")

(603) 237-9399 PO Box 236, Colebrook, NH 03576 (603) 237-9303 (fax)

To: Mr. Bobby Patel
Subject: Calex Project: ENF-22-002
Date: February 19, 2022

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to the extent caused by CONSULTANT'S negligent performance of its services under this Agreement.

CLIENT will indemnify and hold harmless CONSULTANT entities from and against any and all losses to the extent caused by the negligence of CLIENT, its employees, agents and contractors. In addition, except to the extent caused by CONSULTANT'S sole negligence, CLIENT expressly agrees to defend, indemnify and hold harmless CONSULTANT entities from and against any and all Losses arising from or related to the existence, disposal, release, discharge, treatment or transportation of hazardous materials, or the exposure of any person to hazardous materials, or the degradation of the environment due to the presence, discharge, disposal, release of or exposure to hazardous material.

INSURANCE

Calex shall provide Client with proof of the following minimum insurance coverages:

- a) General Comprehensive Liability: \$1,000,000 (Owner to be listed as additionally insured).
- b) Professional Liability (E&O): \$1,000,000
- c) Workers Compensation: Statutory

If you wish to accept this proposal, please sign, date and return one copy of this Agreement. This Agreement is valid for 30 days; after which we reserve the right to renegotiate if this proposal is not authorized.

If you have any questions about this proposal or its contract terms, please do not hesitate to call me at (603.237.9399) or email at rgerin@callexenvironmental.com.

AGREEMENT

Sincerely yours,

CALEX ENVIRONMENTAL, LLC.



Ronald T. Guerin
President

Attachments

This Agreement is understood and accepted:

By Bobby Patel
(authorized signature)

By Bobby Patel
(print or type name)

Title VP / Treasurer / member

Date 2/23/22
(agreement acceptance date)