

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

**REIMBURSEMENT REQUEST
SOIL CHARACTERIZATION AND
GMP MONITORING SUMMARY**

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

Prepared for:

SBP Realty, LLC
18 Edinburgh Road
Windham, NH 03087
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: November 24, 2023

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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 #
13401
Date
11/24/2023
Due Date
12/4/2023

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
5/9/2023	1.5	TASK 1: M. Robinette - WSA History review, draft well locations	115.00	172.50
6/21/2023	0.5	TASK 1: R. Guerin - WSA Finalize and submit	115.00	57.50
7/26/2023	5	TASK 1: R. Guerin - Digsafe Markout and Notification	115.00	575.00
8/1/2023	7.25	TASK 1: R. Guerin - Boring oversight, deliver samples to lab	115.00	833.75
8/1/2023	9.5	TASK 1: M. Robinette - Boring oversight	115.00	1,092.50
11/21/2023	4.5	TASK 1: M. Robinette - Soil Sampling Report	115.00	517.50
11/21/2023	6.75	TASK 1: R. Guerin - Soil Sampling Report	115.00	776.25
7/26/2023	275	TASK 1: Mileage - Digsafe	0.655	180.13
8/1/2023	350	TASK 1: Mileage - Borings	0.655	229.25
7/26/2023	1	TASK 1: Field Supplies - DigSafe	30.00	30.00
8/1/2023	1	TASK 1: Field Supplies - Borings	30.00	30.00
8/1/2023	1	TASK 1: Photovac MicroFID	100.00	100.00
8/5/2023		TASK 1: Bronson Drilling Invoice 230527 Soil Borings	2,056.00	2,056.00
8/14/2023		TASK 1: Eastern Analytical Invoice 265092 (6 Soil Analysis)	2,340.00	2,340.00
		TOTAL REIMBURSABLE EXPENSES		4,396.00
		TASK 1: Markup	15.00%	659.40
		TOTAL REIMBURSABLE EXPENSES		5,055.40
		TASK 1 SUBTOTAL		9,649.78
10/26/2023	11	TASK 2: R. Guerin - Groundwater/Drinking Water Sampling	115.00	1,265.00
11/18/2023	15	TASK 2: R. Guerin - Report, Tables, Figures, Potential Receptor Review	115.00	1,725.00
10/26/2023	348	TASK 2: Mileage - GW/DW Sampling	0.655	227.94
10/26/2023	1	TASK 2: Metal Detector	20.00	20.00
10/26/2023	1	TASK 2: Water Level Meter	18.00	18.00
10/26/2023	1	TASK 2: Field Supplies	30.00	30.00
11/7/2023		TASK 2: Eastern Analytical Invoice 269437 Monitoring Wells	360.00	360.00
		TOTAL REIMBURSABLE EXPENSES		360.00
		Markup	15.00%	54.00
		TOTAL REIMBURSABLE EXPENSES		414.00
		TASK 2 SUBTOTAL		3,699.94
11/11/2023	9.25	TASK 3: R. Guerin - Drinking Water Sampling and Associated Activities	115.00	1,063.75
			Total	



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PO Box 236
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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
11/1/2023	113	TASK 3: Mileage - Drinking Water Sampling	0.655	74.02
11/1/2023		TASK 3: Field Supplies	30.00	30.00
		TOTAL REIMBURSABLE EXPENSES		0.00
11/7/2023		TASK 3: Eastern Analytical Invoice 269437 Drinking Water	360.00	360.00
11/10/2023		TASK 3: Eastern Analytical Invoice 269657 Drinking Water	240.00	240.00
		TOTAL REIMBURSABLE EXPENSES		600.00
		TASK 3: Markup	15.00%	90.00
		TOTAL REIMBURSABLE EXPENSES		690.00
		TASK 3 SUBTOTAL		1,857.77
				Total \$15,207.49

Interest at the rate of 2% per month shall be payable on any amounts not paid within 30 days of the invoice date.

INVOICE

8/5/23

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

RE: Soil Sampling, 497 US Rte 4, Enfield NH
Invoice #230527

Work Performed 8/1/23: Installation of 6 borings to 15'.

Item (Rate)	Number	Total
Geoprobe Day Rate (\$1,300)	1	\$1,300
Support Vehicle (\$115/half day)	2	\$230
Soil Sample Liners (\$9)	18	\$162
Asphalt, Bag (\$14)	1	\$14
Mobilization/Demobilization (\$350)	1	\$350
TOTAL:		\$2,056

Payable on receipt.

Thank you for your business.

Dan Bronson
President, Bronson Drilling

Bronson Drilling

P.O. Box 1013, Winchester, MA 01890 - 617-610-1801 (T) – dan@bronsondrilling.com
MA License #880, NH License #1905

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

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

Invoice

265092

Job Description 264392

Site Name: Enfield Gas and Food (Fmr PetroMart) | ENF

Contact: Ron Guerin

Date Received: 8/1/2023

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

Invoice Date	Your Order Number	Terms
8/14/2023	Verbal	1:Net 30

Quantity	Item Description	Discountable	List Price	Extended Price Gross
6	ODD Fund - 8270 PAHs	N	150.00	900.00
6	ODD Fund - 8015 GRO	N	120.00	720.00
6	ODD Fund - 8260 VOC Full List	N	120.00	720.00
1	ODD Fund - VOC Trip Blank	N	0.00	0.00

Gross Invoice Amount \$2,340.00

Please pay this amount: **\$2,340.00**

Thank you for this opportunity to be of service

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

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

Invoice

269437

Job Description 268941

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

Contact: Ron Guerin

Date Received: 10/26/2023

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

Invoice Date	Your Order Number	Terms
11/7/2023	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 - VOC Trip Blank	N	0.00	0.00
3	ODD Fund - 8260 VOC Full List	N	120.00	360.00

Gross Invoice Amount \$720.00

Please pay this amount: **\$720.00**

Thank you for this opportunity to be of service

Invoice

269657

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

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

Job Description 269245

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

Contact: Ron Guerin

Date Received: 11/1/2023

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

Invoice Date	Your Order Number	Terms
11/10/2023	Verbal	1:Net 30

Quantity	Item Description	Discountable	List Price	Extended Price Gross
1	ODD Fund - 524.2 VOC Drinking Water	N	120.00	120.00
1	ODD Fund - VOC Trip Blank	N	120.00	120.00

Gross Invoice Amount \$240.00

Please pay this amount: **\$240.00**

Thank you for this opportunity to be of service

8:38 AM

11/22/23

Calex Environmental, LLC
Time by Job Detail
All Transactions

Date	Name	Billing Status	Duration	Notes
ENFIELD GAS AND FOOD:ENF-22-002				
CONSULTING SERVICES:Env Consulting				
05/09/2023	Robinette, Michael J	Unbilled	1:30	TASK 1: WSA History review, draft well locations
06/21/2023	Guerin, Ronald	Unbilled	0:30	TASK 1: WSA Finalize
07/26/2023	Guerin, Ronald	Unbilled	5:00	TASK 1: Digsafe Markout and Notification
08/01/2023	Guerin, Ronald	Unbilled	10:30	TASK 1: Boring oversight, samples to lab
08/01/2023	Robinette, Michael J	Unbilled	9:30	TASK 1: Boring oversight, samples to lab
08/07/2023	Robinette, Michael J	Unbilled	2:30	TASK 1: Soil Sampling Report Well Logs
10/18/2023	Guerin, Ronald	Unbilled	4:00	TASK 3: Create 9 well sampling request letters, address ...
10/25/2023	Guerin, Ronald	Unbilled	0:30	TASK 3: Water well testing phone calls
10/26/2023	Guerin, Ronald	Unbilled	11:00	TASK 2: GW and DW sampling
11/01/2023	Guerin, Ronald	Unbilled	3:00	TASK 3: Collect DW sample; deliver to lab
11/06/2023	Guerin, Ronald	Unbilled	4:30	TASK 2: Potential Receptor download tax cards, update t...
11/06/2023	Guerin, Ronald	Unbilled	1:30	TASK 2: Data Report
11/07/2023	Guerin, Ronald	Unbilled	0:45	TASK 3: Additional drinking water sampling request letter...
11/11/2023	Guerin, Ronald	Unbilled	1:00	TASK 3: Drinking water notification results letters
11/11/2023	Guerin, Ronald	Unbilled	1:00	TASK 2: Data Report
11/13/2023	Guerin, Ronald	Unbilled	2:00	TASK 1: Data Report Tables
11/13/2023	Guerin, Ronald	Unbilled	3:30	TASK 1: Data Report
11/13/2023	Guerin, Ronald	Unbilled	0:30	TASK 1: Data Report Figures
11/18/2023	Guerin, Ronald	Unbilled	4:00	TASK 2: Drinking Water Results Data Report
11/18/2023	Guerin, Ronald	Unbilled	4:00	TASK 2: Tables, Data Report
11/21/2023	Robinette, Michael J	Unbilled	2:00	TASK 1: Final review of report
11/21/2023	Guerin, Ronald	Unbilled	0:45	TASK 1: Finalize report and upload
Total CONSULTING SERVICES:Env Consulting			73:30	
Total ENFIELD GAS AND FOOD:ENF-22-002			73:30	
TOTAL			73:30	

Calex Environmental, LLC
Mileage by Job Detail
June 1 through November 22, 2023

Vehicle	Trip End Date	Billing Status	Item	Total Miles	Notes	Sales Price	Amount
ENFIELD GAS AND FOOD							
ENF-22-002							
CALEX-1	07/26/2023	Billable	MILEAGE	275	TASK 1: RT Colebro...	0.655	180.13
M. ROBINETTE	08/01/2023	Billable	MILEAGE	136	TASK 1: RT Enfield ...	0.655	89.08
CALEX-1	08/01/2023	Billable	MILEAGE	347	TASK 1: RT Enfield ...	0.655	227.29
CALEX-1	10/26/2023	Billable	MILEAGE	348	TASK 2: RT Enfield ...	0.655	227.94
CALEX-1	11/01/2023	Billable	MILEAGE	113	TASK 3: RT Lebano...	0.655	74.02
Total ENF-22-002				1,219			798.46
Total ENFIELD GAS AND FOOD				1,219			798.46
TOTAL				1,219			798.46

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 **Fmr Petromart**
 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: Calex Environmental, LLC
 Contractor: Eastern Analytical, Inc.

Task Summary: TASK 1: Complete GeoProbe borings. Proposed locations on attached site plan.

Continuous sampling from grade to depth of no PID response. Boring logs. One sample per bore hole. Completion of soil sampling report.

Description	Unit Basis (1)	Rate (1)	# Units		Estimated Cost
Project Manager - WSA	HR	\$115.00	2		\$230.00
DigSafe					
PM (RT Travel + 1 Hrs)	HR	\$115.00	7		\$805.00
Marking Supplies Field Supplies	EA	\$40.00 \$30.00	1		\$30.00 \$10.00
Auto Mileage	MILES	\$0.655	275		\$180.13
Boring Contractor - Bronson					
Geoprobe	DAY	\$1,300.00	1		\$1,300.00
Support Vehicle	1/2 DAY	\$115.00	2		\$230.00
Soil Sample Liners	EA	\$9.00	26		\$234.00
Concrete	EA	\$14.00	1		\$14.00
Mobilization/Demobilization	EA	\$350.00	1		\$350.00
Markup 15%	15%				\$319.20
Boring Oversight					
PM (RT Travel + 8 Hrs)	HR	\$115.00	14		\$1,610.00
Auto Mileage (RT + lab)	MILES	\$0.655	350		\$229.25
Field Supplies	EA	\$30.00	1		\$30.00
PID	DAY	\$100.00	1		\$100.00
Analytical - Eastern Analytical, Inc.					
VOC (NH Full List)	EA	\$120.00	6		\$720.00
TPH - GRO	EA	\$120.00	6		\$720.00
PAH	EA	\$150.00	6		\$900.00
Markup 15%	15%				\$351.00 \$421.20
Soil Sampling Report					
PM - Report, boring logs, tables, figures	HR	\$115.00	12		\$1,380.00
Task total:					\$9,732.58 \$9,782.78

Task Summary: TASK 2: October 2023 GW Sampling Round

Sample: Monitoring Wells MW-1, MW-4, MW-6, MW-7, MW-9

Description	Unit Basis (1)	Rate (1)	# Units		Estimated Cost
October 2023 GW Sampling Event - Calex					
PM - (RT Travel and sample 5 wells)	HR	\$115.00	12		\$1,380.00
Auto Mileage (RT + samples to lab)	MILES	\$0.655	350		\$229.25
Metal Detector	DAY	\$20.00	1		\$20.00
Bailers (If needed.)	EA	\$13.00	5		\$65.00
Field Supplies	DAY	\$30.00	1		\$30.00
Water Level Meter	DAY	\$18.00	1		\$18.00
Analytical - Eastern Analytical, Inc.					
VOC (NH Full List)	EA	\$120.00	5		\$600.00
Markup 15%	15%				\$90.00
Data Transmittal					
PM - Report, tables, figures, potential receptor update, DW tables/results from Task 3	HR	\$115.00	14		\$1,610.00
Task total:					\$4,042.25

Task Summary: TASK 3: Drinking water sampling. (10) proposed locations indicated on attached.
 (Depending upon owners schedules, sampling may require 2 days/events.)
 No report included. Data transmittal is included in Task 2.

Description	Unit Basis (1)	Rate (1)	# Units	Estimated Cost
PM - Letters/Contact/Schedule Sampling With Owners	HR	\$115.00	8	\$920.00
DW Sampling - Calnex				
PM - (RT Travel, sample wells, samples to lab)	HR	\$115.00	28	\$3,220.00
Auto Mileage (RT + samples to lab; 2 trips)	MILES	\$0.655	700	\$458.50
Pump (to sample inactive BW wells)	DAY	\$46.000	2	\$92.00
Field Supplies	DAY	\$30.000	2	\$60.00
Analytical - Eastern Analytical, Inc.				
VOC (NH Full List)	EA	\$120.00	10	\$1,200.00
Markup 15%	15%			\$180.00
PM - Create letters, distribute Drinking Water Results to Owners	HR	\$115.00	8	\$920.00
Task total:				\$7,050.50
Total All Services:				\$20,825.33 \$20,875.53

Consultant/Contractor: Ronald V. Guerin
 (signature/date)

6/21/2023

NHDES Approval: Elizabeth Seank **7/10/23**
 (signature/date)

Renee S Strondak
APPROVED
 By Renee Strondak at 3:58 pm, Jul 10, 2023

(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: November 30, 2023

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@calexenvironmental.com

www.calexenvironmental.com



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

Page 2 of 3

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 Calnex has performed the services as specified herein, Owner will allow direct reimbursement by the State of New Hampshire (the State), and Calnex (the Applicant) shall receive, payments based upon the actual services received by Owner and fees charged by Calnex at the prevailing market rates established by the State. Payments to Calnex shall be made directly from the State for Calnex'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 Calnex. Accordingly, pursuant to Odb 406.03 Contracts (c), Calnex 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

Page 3 of 3

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

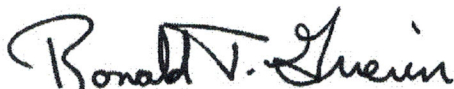
If you wish to accept this proposal, please sign, date and return one copy of this Agreement. This Agreement is valid for 30 days; after which we reserve the right to renegotiate if this proposal is not authorized.

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@calexenvironmental.com.

AGREEMENT

Sincerely yours,

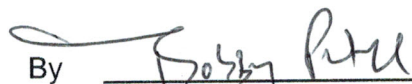
CALEX ENVIRONMENTAL, LLC.



Ronald T. Guerin
President

Attachments

This Agreement is understood and accepted:

By 
(authorized signature)

By Bobby Patel
(print or type name)

Title VP / Treasurer / member

Date 2/23/22
(agreement acceptance date)