



Wilmington, Massachusetts

INTER-DEPARTMENTAL COMMUNICATION

FROM THE TOWN MANAGER

September 1, 2023

TO: Select Board

RE: Town Manager Screening Committee

It is my understanding that the Town Manager Screening Committee has voted to recommend that the Select Board assume responsibility for recruiting a temporary Town Manager so that they can focus their efforts on recruitment for a permanent Town Manager. Chair DePalma plans to include a "Board to Consider" the process for recruitment of a temporary town manager to assume the responsibilities after October 31, 2023 if the position has not been filled at that time. Matters the Board should consider discussing include:

1. Whether to seek internal candidates first before going "outside" or to seek internal and external candidates simultaneously;
2. What means will be used to communicate the Board's intentions that the Board is seeking a temporary Town Manager e.g. MMA online Career Opportunities webpage, print media; town website?
3. Particularly if external candidates are being recruited, what information will be published about the position e.g. position description; community information?
4. How will the temporary position be characterized e.g. duration 3 to 6 months; until start date of permanent town manager?
5. Should it be communicated that the temporary town manager is or is not eligible for consideration as the permanent town manager?
6. Whether to obtain advice on recruitment of a temporary town manager from a recruiting firm;
7. What is the Board prepared to pay an internal or external candidate for the temporary position and will "up to..." be referenced in any posting or will salary be "based upon experience?"

8. When does the Board wish to begin the recruitment process for a temporary town manager?
9. Will a subcommittee of the Board be established to review letters of interest/resumes, interview candidates, make recommendations to the full Board or will the entire Board engage in the full process?

Board members should consider these points for your discussion on September 11th.



Jeffrey M. Hull
Town Manager

From: Buzz Stapczynski
Sent: Wednesday, August 23, 2023 8:30 AM
To: Beverly Dalton; Jeff Hull; Selectman Gary DePalma
Cc: Buzz Stapczynski; Bob Mercier
Subject: Wilmington Town Manager Recruitment and Selection Process

Hello Chair DePalma and Jeff Hull,

Congratulations Jeff on a great job as Wilmington's Town Manager! You've earned a long and healthy retirement.

I was reading the Town Crier recently and I learned the Select Board formed a Screening Committee to assist with the recruitment and search for the next Town Manager. I also learned the Board decided not to engage a recruiter to assist. That's great as many communities have the expertise to handle the process themselves. As retired Town Managers and now municipal consultants assisting municipalities with the recruitment and selection of their next town managers/administrators, either Bob Mercier or I would like to offer to meet with the Screening Committee to provide some thoughts as to what a successful process looks like and we would do so pro bono.

Perhaps the Committee has the expertise and if so, you're well on your way.

Bob and I are familiar with Wilmington, we know the town has been fortunate to have Jeff as Town Manager and Assistant Town Manager for over 35 years. I'm sure the town will have a number of good and qualified candidates, as it's an attractive "destination" community for a municipal management professional and it has solid finances, AA+ bond rating, established Town Charter and well respected elected and appointed officials. Wilmington's challenge will be to find that candidate with the best "fit" to work with the Select Board in leading the Town of Wilmington.

If this interests the Select Board, let either Bob or me know. Happy to assist.

All the best for a successful recruitment and selection process,

Buzz Stapczynski

Bob Mercier



Wilmington, Massachusetts

INTER-DEPARTMENTAL COMMUNICATION

FROM THE TOWN MANAGER

August 18, 2023

TO: Select Board

RE: Request to Amend Memorandum of Agreement and Board of Appeals Order of Conditions

Princeton Development LLC has notified the Town that it is exploring subsidized funding options through the applicable state agencies for construction of its 108-unit apartment development on Jefferson Road. When the project was first introduced to the Select Board and ultimately approved by the Board of Appeals, Princeton was planning to obtain funding from the Department of Housing and Community Development (now Executive Office of Housing and Livable Communities (EOHLC)). At the time their plan called for a minimum of 20% of the units to be affordable at 50% of the area median income (AMI). Princeton Development is considering seeking funding through the Massachusetts Housing Finance Agency (MassHousing) instead which would change the unit composition to a minimum of 25% of the units being affordable at 80% of AMI. Under either circumstance, all 108 units from this development will be included in the Town's Subsidized Housing Inventory (SHI) and count towards meeting the 10% affordable housing obligation.

I will be issuing a letter to Princeton authorizing the change to the memorandum of agreement between the Town and Princeton Development and the Board of Appeals will be asked at their August 23rd meeting to amend their order of conditions to reflect the proposed change.


Jeffrey M. Hull
Town Manager

cc. Valerie Gingrich, Planning & Conservation Director
Alex Weisheit, Esq. KP Law



PRINCETON PROPERTIES

Jeffrey M. Brown, Esquire
Vice President / Corporate Counsel

August 16, 2023

Kelly Malatesta, Clerk
Building and Health Departments
Town of Wilmington
121 Glen Road, Room 5
Wilmington, MA 01887

Re: Princeton Wilmington Apartment Homes - Comprehensive Permit
Jefferson Road and Middlesex Avenue

Dear Ms. Malatesta:

I am General Counsel to Princeton Development LLC, and its Limited Dividend Organization, Princeton Wilmington Three LLC ("Princeton") relative to the above referenced Comprehensive Permit dated July 22, 2020. In order to evaluate subsidized financing options, while still providing the Town of Wilmington with housing that is affordable by definition, Princeton submits this request for insubstantial changes to the Comprehensive Permit pursuant to 760 CMR 56.05(11) and supported by 760 CMR 56.07(4)(d) "not substantial changes... a change in the financing program under which the Applicant plans to receive a subsidy".

At the time of the Comprehensive Permit, Princeton anticipated using DHCD (now EOHLC) as its subsidizing agency (see Comprehensive Permit Finding No. 6). Princeton believes that exploring available subsidizing agency programs while maintaining the required number of low and moderate income housing units for the Town of Wilmington, which it has committed to do, is appropriate.

Princeton requests the insubstantial changes reflected in the redline version (for ease of your review) of the Comprehensive Permit attached.

It is my understanding that these proposed insubstantial changes to Princeton's Comprehensive Permit for the Princeton Wilmington Apartment Homes affordable housing community will be considered administratively by the Board of Appeals at their hearing on August 24, 2023.

Please contact me if you have any questions regarding these insubstantial changes.

Cordially,



Jeffrey M. Brown

JMB/cmK

Enclosure

cc: Alex Weisheit, Esquire
Valerie Gingrich
Laura Sultan
Andrew Chaban
Dan Endyke

**ZONING BOARD OF APPEALS OF THE TOWN OF WILMINGTON
DECISION ON THE APPLICATION OF
PRINCETON DEVELOPMENT LLC
FOR A COMPREHENSIVE PERMIT**

I. BACKGROUND

1. The development that is the subject of this Application for a Comprehensive Permit pursuant to G.L. Chapter 40B is to be known a "Princeton Wilmington Apartment Homes", to be located on a 23 +/- acre parcel of land located off Jefferson Road and Middlesex Avenue, Wilmington, MA. Princeton Wilmington Apartment Homes will be a 108 unit garden style apartment community being developed under the Local Initiative Program pursuant to M.G.L. Chapter 40B. The project will have an affordable component offering either 20% of the units set aside for those earning at or under 50% of the area median income (AMI) or 25% of the units set aside for those earning at or under 80% of the AMI, such subsidy affordable program to be selected at Princeton's sole discretion, with notice to the Town of Wilmington's Director of Planning and Conservation. Princeton Wilmington Apartment Homes will be a high quality, garden style apartment community designed with traditional New England accents. There will be a total of 11 three bedroom, 43 two bedroom and 54 one bedroom apartment units ("Project").
2. The land on which the project is to be developed consists of approximately 23 +/- acres of land off Jefferson Road and Middlesex Avenue in Wilmington, MA as more particularly described in Exhibit A attached hereto ("Land"). The commercial buildings along Middlesex Avenue exist on the Land will be torn down to accommodate the Project.
3. The Project is located in the General Business Zoning District. Nearby land uses include commercial uses and a commuter rail station for the MBTA with a public parking lot. Existing water lines and a new sanitary sewer line will serve the Project.
4. On January 8, 2020, The Town of Wilmington Board of Selectmen voted affirmatively to endorse the Project as a cooperative LIP application (friendly 40B). On March 30, 2020 Princeton Development LLC or it's nominee ("Princeton" or "Applicant") and the Town of Wilmington Board of Selectmen ("Town") entered into an agreement entitled "Princeton Wilmington Local Initiative Project Memorandum of Agreement" ("LIP Agreement") whereby Princeton and the Town agreed that Princeton's application for a comprehensive Permit for the Project would proceed for further approval as a Local Initiative Project (LIP) under the Massachusetts Department of Housing and Community Development's Local Initiative Program and Guidelines and 760 CMR. 56.00 or the subsidy guidelines of another recognized affordable housing subsidizing agency selected by Princeton as set forth above under 760 CMR 56.00 subject to conditions as set forth in said Agreement. The LIP Agreement is incorporated herein by reference.
5. On April 23, 2020 Princeton filed an Application for Hearing for a Comprehensive Permit pursuant to G.L. c. 40B and the Town of Wilmington local by-laws with the Town of Wilmington Zoning Board of Appeals ("ZBA") for the Project.

replacement of the Middlesex Avenue culvert to Lubbers Brook as set forth in the LIP Agreement.

- A.13 The sidewalks, driveways, utilities, drainage systems, sanitary sewer system, water system and all other infrastructure shown on the Approved Plans as serving the Project shall remain private in perpetuity, and the Town of Wilmington shall not have, now or in the future, any legal responsibility for the operation or maintenance of the infrastructure, including but not limited to snow removal, trash removal, recycling, and landscape maintenance. If the approximately 300 feet of Jefferson Road approved as a subdivision roadway is accepted as a public way, the Town shall be responsible for the repairs and maintenance of said Jefferson Road and its infrastructure, including snow plowing.
- A.14 No connection shall be made to the municipal water system for exterior sprinkler/irrigation purposes other than as may be required by the State Building Code or as permitted by the Department of Public Works and Fire Department.
- A.15 Unless otherwise indicated herein, the Board may designate an agent to review and approve matters on the Board's behalf subsequent to this Decision.

B. Affordability Requirements

- B.1 ~~Either twenty-two (22) of the 108 units in the Project shall, in perpetuity, or so long as allowed by law, be low- or moderate-income units, meaning they shall be available for and restricted for occupancy by households whose income is no more than 50 percent of the area median income or twenty-seven (27) of the 108 units in the Project shall, in perpetuity, or so long as allowed by law, be low- or moderate-income units, meaning they shall be available for and restricted for occupancy by households whose income is no more than 80% of the area median income, as determined by the United States Department of Housing and Urban Development ("HUD") and DHCD or such other affordable housing subsidizing agency, with notice of which subsidy affordability program provided to the Town of Wilmington's Director of Planning and Conservation. Such subsidy affordability program to be chosen at the sole discretion of Princeton.~~ Affordable units shall be floating units of comparable size, with the same fixtures and appliances as market rate units, proportionally dispersed throughout the residential structures and there shall be a mix of bedroom types in accordance with MassHousing guidelines. The Applicant shall be responsible for maintaining records sufficient to comply with DHCD guidelines for the location of affordable units in the Project and occupancy of such units by income-eligible households. Princeton and/or the Property Manager shall make those records available for review by the Town.
- B.2 Upon completion of the Project and in perpetuity, or so long as allowed by law, 108 units shall meet the criteria for inclusion in DHCD's the SHI, and Princeton shall provide the Town any information or documentation necessary to register these apartments as part of DHCD's SHI on behalf of the Town.

Deleted: T

- B.3 The Applicant shall obtain approval by DHCD, ~~or such other affordable housing subsidizing and/or agency, selected by Princeton, with notice of which program provided to the Town of Wilmington's Director of Planning and Conservation. Such subsidizing affordability program to be chosen at the sole discretion of Princeton,~~ of an affirmative fair housing marketing plan and tenant selection plan prior to making any of the units available for rent, and shall ensure that the Project complies with the Subsidizing Agency's fair housing requirements. Said affirmative fair housing marketing plan shall create a local preference to the maximum extent allowed by law and DHCD regulations ~~or the regulations of such other affordable housing subsidizing and/or agency, chosen by Princeton as set forth above, with notice of which program provided to the Town of Wilmington's Director of Planning and Conservation, chosen at the sole discretion of Princeton,~~ for all available local preference categories under such law and regulation. Said preference shall apply to the initial lease up only.

C. Submission Requirements and Building Permit Issuance

C.1 Prior to any construction on the Site, whether or not pursuant to a building permit, Princeton and/or the Contractor shall:

- a. Obtain coverage under the U.S. Environmental Protection Agency National Pollution Discharge Elimination System (NPDES) Construction General Permit. A copy of the Stormwater Pollution Prevention Plan shall be submitted to the Department of Planning and Conservation and Town Engineer for review and approval.
- b. Provide the Board with evidence of compliance with pre-blasting activities requirements, to the extent any are planned for the Project.
- c. Determine the volume of fill needed for the project (or removed from the same) and provide such information to the ZBA, signed by the Registered (Civil) Engineer of record. Applicant has not sought a waiver from the requirements of Town's Earth Removal Bylaw (Chapter 5, §32 – Earth Removal - of the Wilmington Inhabitants Bylaw). Accordingly, in the event development of the Project will require removal of more than 450 cubic yards of earth materials, the Applicant will be required to obtain an earth removal permit from the Board of Selectmen.
- d. Submit to the Director of Planning and Conservation for review and approval Final Engineering Drawings and Plans ("Final Plans") that conform to the requirements of this Comprehensive Permit and incorporate the conditions herein. The Final Plans shall also incorporate all conditions and requirements of permitting agencies having jurisdiction. Applicable sheets of the Final Plans shall be signed and sealed by the Professional Land Surveyor, the Registered (Civil) Engineer of record, and the Registered Landscape Architect of record. The Final Plans shall be submitted to the Director of Planning and Conservation at least forty-five

ADA compliant crosswalks and ramps in and along Jefferson Road and Middlesex Avenue.

- j. Demonstration of the completion of improvements to a designated portion of Jefferson Road and Middlesex Avenue as set forth in Paragraph H of the Parties LIP Agreement.

- k. Submit to the Director of Planning and Conservation evidence of Final Approval from DHCD or such other subsidizing agency chosen at the sole discretion of Princeton with notice of such subsidizing agency or program provided to the Town of Wilmington's Director of Planning and Conservation, as required by the Project Eligibility letter and Chapter 40B regulations.

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- l. Submit to the Director of Planning and Conservation a certified copy of the Regulatory Agreement and Monitoring Services Agreement for the Project. Execution and recording of such Regulatory Agreement and a subsidy funding commitment by MassHousing or other Commonwealth approved affordable housing financing agency chosen by Princeton shall be complete prior to the issuance of any building permit.

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E. Project Design and Construction

- E.1 A representative of the Applicant and the site general contractor shall attend a preconstruction conference with the Director of Planning and Conservation or her designee.
- E.2 The Applicant shall comply with the blasting guidelines required by applicable Massachusetts state law, rules, and regulations and with any requirements of the Wilmington Fire Chief or his designee to the extent any blasting is proposed for the Project.
- E.3 The Applicant shall permit representatives of the Board to observe and inspect the Site and construction progress until such time as the Project has been completed. The Applicant shall be responsible for the fees of any third party consultants retained by the Town to observe or inspect construction activities.
- E.4 The proposed construction will be in accordance with applicable federal and state laws, rules and regulations.
- E.5 The Architectural Plans shall provide for smoke separation doors/assemblies within the common egress corridor to prevent the spread of smoke throughout each building. Doors/assemblies shall be shown on said Plans.



Town of Wilmington
Office of the Town Manager
121 Glen Road
Wilmington, MA 01887-3597

PHONE: (978) 658-3311
FAX: (978) 658-3334
TTY: (978) 694-1417

WWW.WILMINGTONMA.GOV

August 21, 2023

Jeffrey M. Brown, Esq.
General Counsel
Princeton Properties
115 Westford Street
Lowell, MA 01851

Re: Request for Determination of Insubstantial Change Pursuant to Memorandum of Agreement


Dear Mr. Brown,

On behalf of Princeton Properties, LLC's ("Princeton") planned affordable apartment development on Jefferson Road (the "Project"), you have submitted a request that the Town authorize a change in financing for the Project which will change the percentage of affordable units and AMI % to a different amount than what was approved in the Memorandum of Agreement (MOA) executed in 2020 between Princeton and the Town of Wilmington (the "Town") for the Project. Princeton anticipates a change in state subsidizing agency from the Executive Office of Housing and Livable Communities, formerly Department of Housing and Community Development to the Massachusetts Housing Finance Agency which will lead to a change in number of affordable units and the affordability as a percentage of area median income (AMI). Specifically, the change to Section I **Princeton's Undertakings** will change from "a minimum of 20 percent affordable units restricted to families whose household income does not exceed 50% of AMI under the following terms, conditions and limitations ("Project")" to "a minimum of 25 percent affordable units restricted to families whose household income does not exceed 80% of AMI under the following terms, conditions and limitations ("Project").

Section 7 **Town's Undertakings** subsection B provides that "the Town Manager shall review and respond to any inquiry made by Princeton regarding proposed changes to the Project and the Manager shall refer any changes deemed substantial to the Board of Selectmen." The primary goal of this endeavor is to increase the amount of affordable housing in the community and to ensure that the Town continues to meet its commitment for at least ten percent of its Subsidized Housing Inventory (SHI) to remain affordable. In my opinion, the requested change is not adverse to achievement of that goal. My opinion

is based on my understanding that the change in minimum affordable units and percentage of AMI as noted herein will not change the fact that all 108 units of housing will be included in the Town's SHI. Accordingly, I hereby determine that the requested change is not "substantial" and will not trigger a review by the Select Board pursuant to Section 7 (B) of the MOA.

Sincerely,

A handwritten signature in black ink that reads "Jeffrey M. Hull". The signature is written in a cursive style with a large initial "J" and "H".

Jeffrey M. Hull
Town Manager

cc. Select Board

Valerie Gingrich, Planning & Conservation Director
Alex Weisheit, Esq. KP Law



TOWN OF WILMINGTON


121 GLEN ROAD
WILMINGTON, MA 01887

THE OFFICE
OF TOWN CLERK

VOICE (978) 658-2030
FAX (978) 657-7564

Date: September 2023

To: Town Manager
Board of Selectmen

From: Elizabeth Lawrenson 
Office of Town Clerk

Subject: Precinct Site Location Change

The purpose of this memorandum is to update the Select Board on the status of the selection of the new precinct location for precincts 3 and 4. I would like to start by giving you a brief history of this. These precincts were originally located at the Wildwood School. When we were forced to close that building down due to an oil leak, the Board voted on a new location for these precincts. Precinct 4 was put in the Town Hall and Precinct 3 was relocated to the Boutwell School.

The September 6, 2022, State Primary was successful. However, the November 8, 2022 State Election had a much higher voter turnout. Parking and getting in and out of the two buildings was a challenge. The Presidential election will likely be much busier than the 2022 State Election. The Town Manager and I discussed our concerns regarding parking and traffic.

I came before you on February 27, 2023, to let the board know that I intended to move these precincts once again. It is particularly important to make a change that will last until the new Town Hall/School Administration building is built. Jeff and I presented an option of using the High School Gym for both precincts. I was asked at that time to consider the Fourth of July Building and the Senior Center.

Since that time I met with the Secretary of the Commonwealth Project Manager Bridget Simmons Murphy and Superintendent of Public Buildings George Hooper to assess the sights and determine if they are ADA compliant. We toured all three buildings and I have attached the report that was sent to me by Bridget Simmons Murphy on March 13, 2023. I was very concerned that parking for both the Senior Center and the Fourth of July would be a problem. The current Senior Center Parking lot is small and has only one entrance. Construction will be going on at that site for both the State Primary and the Presidential Election. For these reasons, I don't feel as though they will be a good choice.

Jeff and I had a meeting with the Superintendent of Schools Glen Brand Ed. D., Assistant Superintendent of Administration and Finance Paul Ruggiero, and the Superintendent of Public Buildings George Hooper. I worked with engineering to create a flow chart of how we would use the building, and if the parking would be sufficient. We discussed what would be the best plan for the students, teachers, and voters. I also had a meeting with the resource officers to ensure that we

were doing all that we could to keep the student body separate from the voters. We did our due diligence to get as many opinions regarding this as possible.

I am going to attend the next School Committee meeting when the Superintendent of Schools intends to update the Committee on the proposal to use the High School as a polling location. He also intends to ask them to consider closing the schools for the elections.

I would like to present my plan for the 2024 election year to the Select Board at the September 25, 2023 meeting for approval. Please call my office if you have any concerns or questions.

Beth Lawrenson

From: Murphy, Bridget Simmons (SEC) <bridget.simmons.murphy2@state.ma.us>
Sent: Monday, March 13, 2023 3:45 PM
To: Beth Lawrenson; George Hooper; Brian Scouten
Cc: Tassinari, Michelle (SEC); Dougan, Jeff (OHA)
Subject: [EXTERNAL] Polling Place Survey Results
Attachments: 950 CMR 51- Polling Place Accessibility.pdf; Amended 950 CMR 51.pdf; POLLING PLACE SITE ACCESS SURVEY FORM doc.pdf; Wilmington Survey Results 3-13-23.pdf

Dear Beth,

I am writing to follow-up on the polling location surveys we conducted on Friday, March 10, 2023 with Public Buildings Superintendent George W. Hooper, II and Assistant Public Buildings Superintendent Brian Scouten. Specifically, we surveyed three possible new polling locations; Wilmington High School located at 159 Church Street, the Buzzell Senior Center located at 15 School Street, and the Fourth of July Committee Headquarters located at 142 Middlesex Avenue to ensure compliance with the Polling Place Accessibility for Elderly and Handicapped Voters regulations. 950 C.M.R. § 51.00, *et seq.*

During the survey, we reviewed a number of issues, including site access, parking, entrance, and building interior at each location. After a thorough review of these three proposed polling locations, it appears that the event entrance at Wilmington High School is fully compliant with the regulations governing accessibility of polling places. The Buzzell Senior Center and the Fourth of July Committee Headquarters (if both doors are utilized) require changes to be fully compliant with the regulations governing accessibility of polling places.

I have attached a report indicating whether or not the location complies with 950 CMR § 51.00. The non-compliant specific deficiencies are identified. To help you understand the enclosed report, the following explains the column titles.

Municipality: The city/town of the polling locations.

Polling Location: The actual location of the polling place.

Ward: The ward of the polling location.

Precinct(s): The precinct(s) of the polling location.

Location Complies: If yes, the polling location meets the requirements of 950 CMR § 51.00. If no, the polling location does not meet the requirements of 950 CMR § 51.00.

Violation Category: Of this column has data, then the notes include information regarding the reason the polling location does not meet the requirements of 950 CMR § 51.00.

I hope you find this report helpful. If you have any questions, please let me know.

Thank you for all that you do to ensure voting is fully accessible in Wilmington.

-Bridget

Bridget Simmons Murphy
Project Manager
Elections Division
Office of the Secretary of the Commonwealth of Massachusetts William Francis Galvin
bridget.murphy@sec.state.ma.us

This message is for the designated recipient(s) only. If you have received this message in error, please notify the sender immediately and delete the original. Please be advised that email is subject to the provisions of Massachusetts Public Records Law. MA G.L. c. 66.

Massachusetts Polling Place Accessibility Survey Results

Municipality
Wilmington

Polling Location

Ward

Precinct

Location Complies

Violation Category

Violation Notes

<u>Polling Location</u>	<u>Location Complies</u>	<u>Violation Category</u>	<u>Violation Notes</u>
High School (event entrance to gymnasium) 159 School Street	Yes		
Buzzell Senior Center 15 School Street	No	Parking	The accessible parking spaces are missing signage that contains the International Symbol of Accessibility with the top of the sign between 5 and 8 feet high from above the ground. Van accessible spaces shall include the words "Van Accessible". Temporary signage meeting the requirements may be used on Election Day.

Fourth of July Committee Headquarters
142 Middlesex Avenue

No

Ramps

The ramp located at the back of the building is missing a pair of handrails that are round or oval in shape, with one lower set at a height of 18 and 20 inches, and one set higher at a height of 34 and 38 inches.

Unless additional handrails were placed at the bottom of the the ramp, because the ramp comes down to a bulkhead, signage and/or orange cones would be needed to bring attention to the bulkhead.

Please note that there is an accessible entrance at the front of the building that could be used as the entrance and exit if needed.



TOWN OF WILMINGTON
DEPARTMENT OF PUBLIC WORKS

Highway Water & Sewer Engineering
Tree Parks & Grounds Cemetery

Interoffice Memorandum

TO: Jeffrey M. Hull, Town Manager
FROM: Jamie M. Magaldi, PE, MCA, Public Works Director *JM*
SUBJECT: Fire Department Traffic Signal – Project Update
DATE: September 6, 2023
CC: Chief William Cavanaugh, Wilmington Fire Department

As requested, the following is a status update of the proposed emergency traffic signals at the exit to the Public Safety / Fire Department garage on Church Street:

Green International Affiliates, Inc., the engineering consultant for this project, has informed the Town that all shop drawing reviews have been completed.

The project's contractor, Coviello Electric, has indicated that civil site work will begin either the week of September 18, 2023 or September 25, 2023, pending completion of their current job. This work includes installing all electrical conduit, push button controls inside the fire station, mast arm foundations, and anchor rods. It is expected this civil work will take approximately 2 weeks to complete once begun.

As expected, long delays have been experienced in the fabrication of the signal mast arm. Currently, the manufacturer is expecting to ship the mast arm in December 2023, however the DPW should receive a more definitive timeline as the fall approaches. Once delivered, the mast arms will simply be bolted onto the pre-installed foundations and anchor rods, and the signal will be tested and operational shortly thereafter. Once the mast arms arrive, their installation and testing should take approximately 3 to 4 days to complete.

Green International Affiliates will remain on standby to address any requests for information or any questions that may arise from the contractor during construction.

Dan Murphy

Wilmington, MA 01887
- - -

Wilmington Town Hall
121 Glen Road
Wilmington, MA 01887

Attn: Town Manager Screening Committee

Mr. Michael Caira, Mr. Michael Champoux, Mr. John Doherty, Mr. Jonathan Eaton, Mr. Sean Hennigan,
Mr. Raymond Lepore, Mr. Bryan Perry, Mr. Robert Peterson, and Mr. Paul Ruggiero

cc: Wilmington Select Board

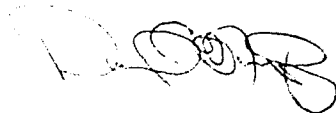
29 August 2023

Dear Sirs & Members of the Select Board,

I write to register my concern over the current composition of the Town Manager Search Committee. While it is valuable to have those who hold municipal experience to be a part of the search and selection process, that experience alone should not be privileged above the many other backgrounds found among Wilmington residents. A Town Manager's decisions affect all areas of life within the town. A search committee, then, should more closely reflect the diversity of this community. Efforts to reach beyond former colleagues, friends, and acquaintances, as well as pointed efforts to more greatly engage the community in this important search, will produce a more representative and just process.

I suggest that the Select Board and the Town Manager Screening Committee re-evaluate its appointments and process with a view towards diversity and inclusion. While the members of this committee may well be qualified for its charge, one need only to examine this list to find areas where it is lacking. I hope this issue will be seriously examined given the importance and weight of the committee's work.

Kind Regards,



Dan Murphy



The Leader in Public Sector Law

101 Arch Street, Boston, MA 02110
Tel: 617.556.0007 | Fax: 617.654.1735
www.k-plaw.com

Mark R. Reich
mreich@k-plaw.com

August 11, 2023

CERTIFIED MAIL –
RETURN RECEIPT REQUESTED

Mr. David Robertson Wilich
Manager
NAS Fuels, LLC, d/b/a North Atlantic Services
a/k/a Atlantic Fuels
296 Lafayette Road
Rye, NH 03870

Re: Demand Letter Pursuant to G.L. c. 21E, §§ 4, 4A, and 5
Contamination at Wildwood Early Childhood Center, Wilmington, Massachusetts

Dear Mr. Wilich,

This firm serves as Town Counsel for the Town of Wilmington, Massachusetts (the “Town”). As you know, the Town engaged with Sprague Operating Resources LLC (“Sprague”) for the delivery of fuel to Town buildings. Sprague subsequently subcontracted its fuel delivery work to Atlantic Oil Company (“Atlantic”). On January 22, 2022, an Atlantic employee caused an oil spill at the Town’s Wildwood Early Childhood Center (“School”). The Town requested 4,000 gallons of fuel to be gravity-dropped into the Town’s underground storage tank, but Atlantic pressure dropped over 5,000 gallons of fuel into the tank serving the School. Within minutes, Atlantic’s negligence caused the underground storage tank to rupture, resulting in the release of thousands of gallons of fuel, contaminating the School property. We have sent a demand letter to Sprague, as well as sending this demand letter to Atlantic, as it is our contention that both Sprague and Atlantic are each liable for the contamination of the School property resulting from the spill of fuel. While Sprague, through its counsel, has contested this contention, it is clear that Sprague, as the party with whom the Town contracted for fuel delivery, and Atlantic, as the operator who conducted the negligent fuel delivery, are liable for this release and resulting response action costs. This demand letter is served upon you pursuant to G.L. c. 21E, §§ 4, 4A, and 5 and is seeking reimbursement of the Town’s response action costs incurred arising from the release of fuel oil onto portions of the School property (“Fuel Release”).

Pursuant to G.L. c. 21E, § 4A, a person who has undertaken, is undertaking, or intends to undertake necessary and appropriate response actions or reasonably believes he might be liable pursuant to G.L. c. 21E, §5, may notify any person they reasonably believe is liable that the response actions have been taken or are being taken or of the notifier’s intent to seek contribution, reimbursement, or an equitable share from another person. Additionally, a demand

Mr. David Robertson Wilich
Manager
August 11, 2023
Page 2

may be made pursuant to G.L. c. 21E, §5, for any property damage suffered as a result of the release of hazardous materials.

Therefore, on behalf of the Town, we hereby demand that Atlantic reimburse the Town for the response action costs it incurred as a result of the Fuel Release onto the School's property, including but not limited to response action costs incurred to prevent the continued migration of the hazardous materials onto the additional portions of the School property and potentially off the School property and to remediate those portions impacted by the Fuel Release.

I. Factual Background

The Town is the owner of the School property, which is located at 182 Wildwood Street, Wilmington, Massachusetts. The School property contains a total of 7.5 acres developed with a building for the purposes of adolescent education.

In or about May 1989, the Town installed an underground storage tank ("UST") below the School parking lot to facilitate the storage of #2 fuel oil ("Fuel") necessary to heat the School during the winter. The UST installed consisted of a double-walled, fiberglass body capable of holding 9,700 gallons of liquid Fuel. A placard present at the UST's fill port indicates the system is rated for and mandates gravity deliveries only (a photo of the placard is attached hereto as Exhibit 1). The UST was outfitted with a Veeder root automatic tank gauge system that monitors the volume of fuel oil within. It also contained two analog failsafe mechanisms to prevent an overfill event during delivery.

The first failsafe was a float "flapper" present at the inlet to the UST. The flapper is buoyant in Fuel, floating above the liquid line as the volume within the UST increases. When the volume of Fuel within the UST nears its maximum, the flapper blocks the fuel inlet and shuts off the Fuel flow into the UST. The second failsafe is a "ball within a cage" at the outlet vent located within the UST. The cage surrounds the vent outlet and confines a buoyant ball within. This ball again floats on Fuel and rises as the volume of Fuel within the UST increases. When the volume of Fuel within the UST reaches near maximum, the ball blocks airflow through the UST's outlet vent. The ball's blocking of the vent ceases any further flow of Fuel into the UST and acts as a backup to the flapper failsafe. These failsafe mechanisms are rated and meant for use during gravity deliveries of fuel only. Pressurized delivery of fuel will overpower these failsafe mechanisms and so these mechanisms would be unable to prevent the further flow of Fuel when the UST reaches its maximum volume. As these systems cannot operate during pressurized deliveries, Fuel would continue to flow into the UST with no restriction.

On January 20, 2022, through its ongoing contract with Sprague, the Town scheduled the delivery of Fuel to the School by emailing Sprague its order form indicating the need for a 4,000-gallon delivery of Fuel to the School (attached hereto as Exhibit 2). This order protocol was the

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same for all fourteen (14) prior deliveries ordered through Sprague by the Town. (Town Fuel Oil Order History attached hereto as Exhibit 3). Sprague confirmed the delivery and engaged Atlantic to facilitate the delivery of the Fuel to the School. On January 22, 2022, two days after the order date, Atlantic delivered Fuel to the School. Atlantic delivered 5,026.1 gallons of Fuel during its delivery to the School (Atlantic Fuels Delivery Ticket for Wildwood School for Day of Loss attached hereto as Exhibit 4, Sprague Energy Invoice for Fuel Oil Brokered for Wildwood School for Day of Loss attached hereto as Exhibit 5). Atlantic's delivery was 1,026.1 gallons in excess of the volume ordered by the School and confirmed by Sprague. This excess fuel delivery resulted in the overfilling of the UST, and, ultimately, its catastrophic over-pressurization and failure.

Furthermore, an investigation, completed by the Town's insurer, MIIA Property and Casualty Group, Inc. ("MIIA") in conjunction with Abvima Engineering, Inc. (the "Investigation"), has determined that Atlantic delivered the Fuel by pressurized means on the day of the loss rather than through gravitational feed as previously utilized (Abvima Engineering, Inc.'s expert report attached hereto as Exhibit 6). The analysis of the UST's Veeder root system data from the delivery shows the UST had been filled at a sustained flow rate of roughly 80 gallons per minute ("gpm"). It is apparent and undisputed that Atlantic wrongly provided a pressurized delivery of Fuel to the School on the day of the loss.

The pressurized delivery of Fuel to the UST by Atlantic resulted in the system's overfilling and a dramatic increase in pressure within the UST system. The excessive pressure increases forced Fuel into the system's vent outlet, substantiated by parties present on the day of the loss who witnessed liquid oil escaping from the system's vent onto the School's roof. As the outlet vent is only meant to carry gaseous vapors and never liquid fuel, and the UST is not rated for pressurized delivery, the pressure within the UST became too great for it to sustain, ultimately resulting in the system's catastrophic failure. The escape of Fuel onto the School's roof is only possible as a result of Atlantic's negligent pressurized delivery of Fuel to the UST.

The Investigation has revealed that Atlantic also failed to follow its own delivery protocols by failing to complete even the most simple task of verifying the volume of Fuel present within the UST at the time of delivery by conducting a "stick" test. Rather, it delivered too much oil in a pressurized delivery, being over 1000 gallons more than was ordered by the Town, and consequential catastrophic loss ensued. Liability is apparent, and rests with both Sprague, as the party with whom the Town contracted for the delivery of fuel, and Atlantic, as the party who negligently delivered the fuel, thus causing the Fuel Release and ensuing damages. Accordingly, Atlantic is responsible and obligated to reimburse the Town for response action costs the Town incurred in responding to the hazardous release of Fuel into the ground at the School.

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II. Response Actions Taken at the School Property

The Investigation has revealed that Atlantic's oil delivery man heard a "pop" during his delivery of Fuel to the School on the date of the loss, January 22, 2022. When he checked the delivery nozzle, he found a puddle of Fuel near the UST's inlet. Subsequent to his discovery, the delivery man called the Town to notify it of the suspected Fuel spill. The Town Fire Department responded to the School, and, in turn, contacted MassDEP to alert it of the potential spill. Upon its arrival, the Fire Department found a two-foot by twenty-five-foot (2'x25') area spill of home heating oil covered and contained by Town employees. The Fire Department did not observe any active leaks permeating to the surface and determined that the visible leak was contained. Subsequently, MassDEP was notified of the Fuel release status and its containment.

On Monday, January 24, 2022, Brian Scouten, the Town's Assistant Public Buildings Superintendent, contacted Petroleum Management Services, Inc. ("PMSI") to inform it of the overfill and alert it that the School's Veeder root system displayed a "low liquid alarm." On Wednesday, January 26, 2022, PMSI examined the system and UST and determined there was a problem with the UST. Upon this discovery, PMSI contacted PM Environmental to test the tank. On Friday, January 28, 2022, PM Environmental discovered that the tank was unable to hold a vacuum (PM Environmental's Test Report attached hereto as Exhibit 7). Further analysis of the UST indicated to PM Environmental that the failsafe systems were in proper working order. A visual inspection of the internal cavity of the UST by PM Environmental determined that the UST suffered ruptures to the tank's lining near the vent line piping and the fill pipe riser (Photographs of the Rupture attached hereto as Exhibit 8). PM Environmental's report ultimately concluded that the UST had been breached due to the actions performed by Atlantic during its January 22 delivery.

MassDEP was notified of the tank's failure condition, and it responded to the site. MassDEP required the tank to be emptied to remove the potential for any further contamination of the environment. A temporary Fuel tank was delivered to the School that day and connected to the boiler system. The UST was subsequently disconnected and emptied on January 28, 2022. Due to the failure of the UST, the original notice to the MassDEP was updated to indicate a release of greater than 10 gallons. Subsequent to the updated notice, MassDEP approved an Immediate Response Action for the disposal of the site, including the following:

- The site's continued assessment;
- The deployment of absorbent/containment materials;
- Excavation and disposal of up to 1,000 cubic yards of Petroleum Contaminated Soils ("PCS") under a MassDEP Bill-of-Lading;
- Removal of petroleum-contaminated groundwater ("PCGW") and/or non-aqueous phase liquid ("NAPL") from the subsurface via an on-site interceptor trench,

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- recovery well, pump system, and/or vacuum truck for temporary on-site storage in a fractionation tank;
- Cleaning and removal of the 10,000-gallon UST under permit from the local fire department with temporary on-site storage in a containment pending further forensic investigation prior to its off-site recycling; and
- Off-site disposal of oily debris, PCGW, and NAPL via 55-gallon drums, containers, or vacuum truck and manifest.

On February 2, 2022, Omni Environmental (“Omni”), the Licensed Site Professional (“LSP”), responded to the loss to initiate its site investigation and remediation. During its assessment of the loss, Omni calculated that roughly 4,725 gallons of Fuel were potentially unaccounted for and released into the School’s subsurface. Upon analyzing the effect of the Fuel release, Omni determined that the School’s septic tank and water line were potentially affected and required their analysis and decontamination.

On February 3, 2022, Omni inspected the School’s septic tank to determine whether the Fuel release affected the system. The air was screened within the concrete masonry units inside the septic system bulkhead, and it was determined that values were between five (5) and eight (8) ppm of Fuel in the air. This reading necessitated the March 10, 2022, camera inspection of the septic system to verify that the system was free of Fuel contaminants. The septic tank was removed to allow for remediation of impacted soils below the tank.

The impact on the School’s soil was tested through three sets of soil borings and samplings. The first soil sampling, between February 8 and 11, 2022, consisted of sixteen (16) boring holes strategically drilled throughout the School property to test for the presence of Fuel resulting from the release. Between March 13 and 14, 2022, eighteen (18) more boring holes were drilled as part of the second test. The third test consisted of four more boring holes drilled between March 24 and 26, 2022. These tests confirmed gross impacts caused by the Fuel release throughout the property and indicated the need to install recovery wells to facilitate removal of NAPL/PCGW from the groundwater table at the School. On April 1, 2022, Omni collected groundwater samples from boring holes drilled for soil sampling. These samples indicated that the concentrations of Fuel were below MassDEP Method 1 standards. During the remainder of the site remediation, Omni operated two submersible pumps within the recovery wells and trenches to periodically drain the wells into a 21,000-gallon fractionation tank and separate the contaminants from the groundwater.

Omni oversaw the completion of the UST’s cleanout and its removal from the subsurface of the School’s parking lot between February 22 and 24, 2022. In order to remove the UST, the concrete pad and asphalt covering the system needed to be cut and removed. The damage to the UST obligated the careful removal of soil and material from above and around the UST to

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facilitate its removal without further issue. The system's fill components, vent line, and supply lines were also disassembled and removed in conjunction with the UST's removal. A vac truck allowed for the removal of residual oil and the cleaning of the UST's internal cavity. Clean soils and pea stone were utilized to properly backfill the hole left by the UST's removal.

Between April 25, 2022, and May 13, 2022, the remaining remediation required Omni to oversee the environmental clean-up, including the following:

- Mobilization of materials and equipment necessary to complete remedial actions obligated by MassDEP;
- Installation of sedimentation and erosion controls along the limits of the work;
- Removal of clean overburden materials and securely staging stockpiled materials;
- Pump-out of the septic tank for off-site disposal of sewage wastes (invoice attached hereto as Exhibit 9);
- Relocation of the School's water service and installation of a new fire hydrant;
- Breakup and removal of impacted concrete pad located beneath the former UST;
- Installation of an extension line from the fractionation tank for access by the vacuum truck for off-loading;
- Transportation and disposal of drummed waste, PCGW, and PCS; and
- Installation of thirteen (13) piers along the building to design loads in accordance with the structural excavation plan ("SEP").

Furthermore, the Town coordinated with the local electric utility provider in early April to relocate the utility pole and overhead wires feeding the School building to facilitate the necessary response actions.

The extensive effect on the Town's property necessitated the creation of eight (8) "support of excavation" boxes to facilitate the removal of PCS to depths up to twenty-five (25) feet. The soil was screened periodically throughout the School's remediation to test for the presence of Fuel and determine the impact. The testing uncovered the extensive effect the Fuel release had on the property and thus necessitated comprehensive excavation of PCS to evaluate the ultimate impacts on the Town's property. Omni conducted further PCS and PCGW testing between June and October 2022 to verify the success of the remediation process. Although Fuel persisted in both the PCGW and PCS, the concentrations present were within MassDEP's Method 1 and groundwater contamination standards. The remedial process and the impacts on the site obligated the School's closure for the duration of the clean-up.

Ultimately, the Town incurred significant costs in responding to the release of Fuel that impacted the School and its property as a result of Atlantic's negligent Fuel delivery. MIIA administered an insurance policy held by the Town at all times leading up to and during this

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incident for coverage up to \$500,000. It is our understanding that MIIA is pursuing its own response action costs, in the amount of \$536,200.00, through its own G.L. c. 21E demand. The Town has separately paid \$933,972.54, in excess of the amount paid through its policy with MIIA. These amounts include invoices for costs associated with the clean-up of the site from April 30 to October 31, 2022 (Invoices from Omni paid by the Town are attached herein as Exhibit 10) At this time, the property has been brought within MassDEP Method 1 requirements, and proper information has been forwarded to MassDEP.

For the reasons expressed above, the Town asserts that Atlantic is strictly, jointly and severally liable for one hundred percent (100%) of the response action costs incurred by the Town to respond to and remedy the release of Fuel at the School. These costs include, but are not limited to, the invoice costs referenced above and incurred by the Town to ensure the site remained in compliance with G.L. c. 21E and the Massachusetts Contingency Plan. The causal connection between the actions of the Responsible Parties, Sprague and Atlantic, and the Fuel Release is apparent, as discussed above, and as such Atlantic is strictly, jointly and severally liable to the Town for response action costs totaling \$933,972.54.

Legal Basis for the Town's Claim

Under M.G.L. c. 21E, §5(a), Atlantic, as a Responsible Party, is strictly, jointly, and severally liable to the Town. Pursuant to the provisions of G.L. c. 21 §5(a), Persons Liable include the following:

- (3) any person who by contract, agreement, or otherwise, directly or indirectly, arranged for the transport, disposal, storage or treatment of hazardous material to or in a site or vessel from or at which there is or has been a release or threat of release of hazardous material;
- (4) any person who, directly, or indirectly, transported any hazardous material to transport, disposal, storage or treatment vessels or sites from or at which there is or has been a release or threat of release of such material; and
- (5) any person who otherwise caused or is legally responsible for a release or threat of release of oil or hazardous material from a vessel or site ...

Pursuant to G.L. c. 21E, §§5(a)(3), (4), and (5), Atlantic is a Person Liable for a release or threat of release of oil or hazardous materials at the School site. Therefore, Atlantic is liable for all response action costs as defined in G.L. c. 21E, §2 for assessment, containment, and removal of hazardous materials at the School property incurred by the Town as a result of Sprague's negligent delivery of Fuel to the site.

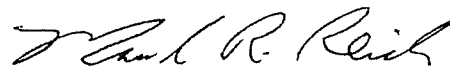
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III. Conclusion

In summary, in an effort to resolve this matter, the Town demands that Atlantic reimburse the Town \$933,972.54 for the past costs incurred to respond to the releases of hazardous materials at the School. Please be advised that this value is subject to change as the Town continues to receive and analyze its invoices and expenses related to the clean-up of the fuel spill. Pursuant to the provisions of G.L. c. 21E, §4A Atlantic is required within forty-five (45) days of its receipt of this letter to respond in writing indicating whether it will reimburse the Town for the Town's current and any future response action costs. Atlantic is further required to set forth, in detail, the legal and factual basis for its response. Failure to reasonably respond within that period may subject Atlantic to additional liability for litigation costs and attorneys' fees incurred by the Town in the event that it is necessary for the Town to file a lawsuit to obtain reimbursement from Atlantic.

I look forward to your prompt response to this demand letter.

Very truly yours,



Mark R. Reich

MRR/EMB/dmm

Enc.

cc: Town Manager

876811/WILM/0070



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www.k-plaw.com

August 17, 2023

Mark R. Reich
mreich@k-plaw.com

BY CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Seth S. Holbrook, Esq.
Holbrook & Murphy
238-240 Lewis Wharf
Boston, MA 02110

Re: Contamination at Wildwood Early Childhood Center, Wilmington, Massachusetts

Dear Attorney Holbrook:

I am in receipt of your letter dated August 7, 2023, issued on behalf of your client, Sprague Operating Resources, LLC (“Sprague”), in response to the Town of Wilmington’s (the “Town”) demand letter issued pursuant to G.L. c. 21E with respect to the release of fuel at the Town’s Wildwood Early Childhood Center property (the “School”). In that letter, you reiterate your position that Sprague’s subcontractor and agent, NAS Fuels, LLC d/b/a Atlantic Fuels (“Atlantic”) is solely responsible for this fuel release, indicating that Sprague has no responsibility for the actions of Atlantic and asserting that Sprague shall be indemnified by Atlantic pursuant to an agreement between the two entities. Further, and quite surprisingly, you suggest that the Town itself bears liability for this release, notwithstanding the Town’s lack of responsibility for the fuel delivery and the gross negligence of Sprague’s agent in undertaking that delivery.

As you are aware, the Town entered into a Master Delivered Petroleum Products Sales Agreement (the “Agreement”) with Sprague on August 1, 2019. The Agreement, pursuant to which Sprague agreed to undertake delivery of fuel to the Town, includes the following provision:

4. Pollution. In the event of a spill, leakage, escape, or discharge of Product or other product from Sprague’s truck or delivery equipment which causes or threatens to cause pollution damage (hereinafter referred to as a “Spill”), Sprague shall promptly take whatever measures are necessary to prevent or mitigate such damage. Sprague shall indemnify, defend, and hold Customer harmless from and against any and all claims, costs, expenses, cleanup costs, losses, penalties, or other damages incurred by Customer as a result of the Spill to the extent caused by Sprague, its employees’ or agents’ gross negligent acts or omissions or willful misconduct. (emphasis added)

You have indicated that Sprague subcontracted with Atlantic for fuel delivery to the Town. In accordance with such agreement, Atlantic, acting as an agent for Sprague, undertook such fuel delivery with its delivery equipment becoming by extension, that of Sprague, and by its gross negligence, omissions, and willful misconduct caused and created the fuel release which is the

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subject of the Town's demand. The Town's contractual relationship is with Sprague, and not Atlantic. Sprague is fully responsible for the acts of Atlantic, as Sprague and not the Town subcontracted with Atlantic for this fuel delivery and Atlantic acted as Sprague's agent. Pursuant to Section 4 of the Agreement as quoted above, Sprague is responsible to indemnify the Town for the actions of Atlantic as Sprague's agent. Further, such subcontracting by Sprague in no way excuses Sprague from its obligations and liabilities pursuant to the Agreement. Therefore, notwithstanding your repeated suggestion that Sprague is not responsible for the events and actions that created this fuel spill, Sprague remains fully responsible for those actions under the Agreement with the Town. While the Town is separately pursuing action against Atlantic, the Town continues to assert its claims against Sprague.

Further, pursuant to Section 22 of the Agreement, Sprague is obligated to indemnify the Town "from and against all loss, cost and expense... for any claims, suits, judgments, demands, actions, penalties or liabilities... growing out of the operations conducted or performance under [the] Agreement by Sprague..." In cases of joint negligence between the parties, each party is obligated to indemnify the other pursuant to the Agreement "in proportion to their respective share of such joint negligence..."

Not only is the Town not liable in this matter because it did not contribute to the spill, it is further indemnified by Sprague, as all damages arose from the actions of Atlantic, the subcontractor, whose actions are attributed to Sprague and for which Sprague is responsible. The damages arose from Sprague's performance under the Agreement, as it subcontracted that performance to Atlantic. The negligence for the spill lies solely with Sprague and Atlantic, and not with the Town, as Atlantic and Sprague are the only parties who caused and contributed to the spill and ensuing damages. Accordingly, Sprague is responsible by contract for any and all damages arising from the oil spill.

Sprague's statutory liability with respect to this release remains clear. The provisions of G.L. c. 21E, §5(a) state in pertinent part as follows:

- (3) any person who by contract, agreement, or otherwise, directly or indirectly, arranged for the transport, disposal, storage or treatment of hazardous material to or in a site or vessel from or at which there is or has been a release or threat of release of hazardous material; (4) any person who, directly, or indirectly, transported any hazardous material to transport, disposal, storage or treatment vessels or sites from or at which there is or has been a release or threat of release of such material... shall be liable, without regard to fault, ... (iii) to any person for damage to his real or personal property incurred or suffered as a result of such release or threat of release.... Except as provided in paragraphs (b) and (k), such liability shall be joint and several.

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As discussed above, Sprague was contracted to supply fuel to the Town. Atlantic was a subcontractor hired by Sprague for the transportation and delivery of fuel to the School. Pursuant to the statute, Sprague is therefore liable to the Town, as the owner of the property damaged by the release of fuel by Sprague's subcontractor and agent. Continued assertion of Sprague's lack of responsibility in this matter may be deemed bad faith and subject Sprague to additional liability.

Please note further that the provisions of G.L. c. 21E, §5(f) indicate that indemnification agreements shall not be effective to transfer liability from one liable party to another. Therefore, Sprague remains a liable party under the statute. You have asserted that Sprague and Atlantic entered into a contract by which Atlantic agreed to indemnify Sprague for any damages caused by Atlantic. That is an agreement between the two entities and does not impact Sprague's contractual or statutory liability to the Town in regard to this release. Sprague may seek indemnification from Atlantic, but such action does not absolve Sprague of its liability to the Town. If Atlantic is required to reimburse Sprague for any damages attributed to Sprague, Sprague is responsible for pursuing its own action against Atlantic for recovery. The Town is not a party to the contract and has no obligation to ensure that Atlantic indemnifies Sprague in this matter, nor is the Town obligated to seek recovery solely from Atlantic. As provided in G.L. c. 21E, §5(a), liability of Sprague and Atlantic in this matter is joint and several, without regard to fault.

As noted above, your letter surprisingly suggests that the Town should be liable as owner of the site for its equitable share of the response action costs. This suggestion is without merit. The provisions of G.L. c. 21E, §5(a) as quoted above establish the liability of a party that arranged for the transport of hazardous material to any person for damage to their property. Further, G.L. c. 21E, §5(b) provides that if a liable party establishes by a preponderance of the evidence the portion of the costs attributable to that party, it is only required to pay for such portion. In this case, it is abundantly clear from the undisputed facts that the Town did not in any way cause or contribute to any of the damages. The release of fuel at the School was caused solely by the negligence of Atlantic, who was acting pursuant to its subcontract with Sprague. The Town is merely the owner of the School, the site of the release. No action of the Town caused or contributed to Atlantic's employee's gross negligence and willful misconduct in pressure feeding fuel in excess of the amount ordered of more than 1,000 gallons into the underground storage tank at the School, causing that tank to rupture. The Town's only action in this matter was ordering 4,000 gallons of fuel to be delivered to and stored in the storage tank by Sprague, just as it had contracted Sprague to do several times before without issue. Therefore, the Town is not liable for any costs associated with the clean-up.

Please be reminded that the Town issued a letter to Sprague dated June 23, 2023 seeking reimbursement for additional damages the Town incurred as a result of Sprague's gross negligence. The Town has yet to receive a response from Sprague. The indemnification of the Town by Sprague



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as discussed above extends to these negligence claims as well, as the damages incurred by the Town were a direct result of Sprague's and its subcontractor's performance under the Agreement.

Along with a copy of the Agreement, enclosed are invoices evidencing the response action costs incurred by the Town, as well as the costs reimbursed by the Town's insurer. The Town's claims are separate and apart from those being asserted under separate claim by the Town's insurer. Please be advised that we are pursuing claims against Atlantic in this matter as well, both for negligence and under G.L. c. 21E. As aforementioned, any negligence of Atlantic may be fully attributed to Sprague, as Atlantic's negligence occurred within its course of conduct pursuant to its agreement with Sprague.

I look forward to your response in accordance with G.L. c. 21E, §4A in this regard.

Very truly yours,

A handwritten signature in cursive script that reads 'Mark R. Reich'.

Mark R. Reich

MRR/dmm
Enc.
cc: Town Manager

877728/34200/0070



**MASTER DELIVERED PETROLEUM PRODUCTS SALES AGREEMENT
with Attachment 1 Special Provisions**

This Master Delivered Petroleum Products Sales Agreement ("**Agreement**") is made and entered into as of August 1, 2019 by and between **Sprague Operating Resources LLC ("Sprague")** with offices at 185 International Drive, Portsmouth, New Hampshire 03801 and Town of Wilmington, MA ("**Customer**"), with offices at 30 Church Street, Wilmington, MA 01887. In consideration of the mutual covenants, undertakings, terms and conditions set forth below, Sprague and Customer agree as follows:

1. Petroleum Product Sales. Sprague agrees to sell and Customer agrees to purchase from Sprague, on a delivered basis, petroleum products, which may be of various grades and specifications, ("**Products**") on the terms and conditions set forth in this Agreement.

2. Transaction Procedure. Except for transactions completed via the Sprague Real Time ® Portal, when Sprague and Customer reach an agreement on Customer's purchase of delivered Products, Sprague shall communicate to Customer the agreed upon terms in the form of a "**Sales Confirmation**," as set forth in the attached Exhibit A, via facsimile, electronic mail, or other means as agreed upon by the parties. Each Sales Confirmation is subject to the terms and conditions of this Agreement and is an integral part thereof. If any term of this Agreement conflicts with any term in a binding Sales Confirmation, the Sales Confirmation shall control, but shall not void any non-conflicting term of this Agreement. Customer shall be solely responsible for notifying Sprague in writing of any inaccuracies in the Sales Confirmation not more than two (2) business days from Customer's receipt of a Sales Confirmation. A Sales Confirmation shall be binding upon the parties when it is signed by Sprague or its authorized agent and either (1) Customer has signed the Sales Confirmation and returned it to Sprague; or (2) Customer has failed to sign the Sales Confirmation within two (2) business days from receipt and provide written notification of any inaccuracies.

In the event that Sprague approves Customer to purchase Products through Sprague's Real Time ® Portal, Customer shall comply with all the Sprague Real Time ® Portal terms and conditions. Any purchase of Products made by Customer via the Sprague Real Time ® Portal shall be binding and subject to the terms of this Agreement except as specified herein. If any term of this Agreement conflicts with any term of the Customer's offer matched by Sprague via the Sprague Real Time ® Portal, the terms of the matched offer shall control, but shall not void any non-conflicting term of this Agreement.

For purposes of applying the terms of this Agreement to Customer's purchases through Sprague's Real Time ® Portal, all references to "Sales Confirmation" made in this Agreement will also include Customer's offer matched by Sprague via the Sprague Real Time ® Portal.

3. Transportation. Unless other means is specified in the Sales Confirmation, Sprague shall deliver the Product via tank truck to the delivery location specified on the Sales Confirmation.

4. Pollution. In the event of a spill, leakage, escape, or discharge of Product or other product from Sprague's truck or delivery equipment which causes or threatens to cause pollution damage (hereinafter referred to as a "**Spill**"), Sprague shall promptly take whatever measures are necessary to prevent or mitigate such damage. Sprague shall indemnify, defend, and hold Customer harmless from and against any and all claims, costs, expenses, cleanup costs, losses, penalties, or other damages incurred by Customer as a result of the Spill to the extent caused by Sprague, its employees' or agents' gross



negligent acts or omissions or willful misconduct.

5. Quality and Quantity. The Products delivered by Sprague shall meet the fuel specifications applicable to the Product specified in the Sales Confirmation. Quantity measurement shall be specified in the Sales Confirmation. If any Product delivered hereunder fails to meet the specifications in the Sales Confirmation, then Customer shall have the right to reject such Product within fifteen (15) days of delivery; however, in no event shall Sprague be responsible for Product that was contaminated after title passed to Buyer and thereafter failed to meet the specification. In the event of rejection of Product by Customer, Sprague shall expeditiously remove any such non-compliant Product from Customer's storage tank(s) or, if possible, otherwise cure such specification defect without removal. Upon removal of any Product, Customer shall allow Sprague a maximum of five (5) days in which to replace the deficient Product. If however, Customer accepts delivery of Product that does not conform to the specifications, Customer and Sprague shall agree on an appropriate discount, if any, for such non-conforming Product. Failure of Customer to observe this provision or any action by Customer which impeded identification of an alleged specification defect shall act as a waiver of Customer's right to make such a claim.

6. Title and Risk of Loss. Unless otherwise agreed between Customer and Sprague, possession and title of the Product shall pass from Sprague to Customer as the Product passes the flange connection of the delivery equipment's delivery line to the receiving terminal's receipt hose. Responsibility for and risk of loss shall pass from Sprague to Customer at the time title passes to Customer.

7. Taxes. In addition to the purchase price stated in the Sales Confirmation, Customer will be liable for, pay and/or reimburse Sprague for the payment of, any and all taxes, fees (including any Federal Oil Spill Recovery Fee), assessments and other charges ("Taxes"), whether now existing or hereafter arising, which are imposed, levied or assessed by any federal, state or local governmental or regulatory authority with respect to the Products sold and delivered to Customer, the taxable incident of which arises out of or relates to the Products' production, storage, transportation, use, sale, delivery and/or transfer of title to Customer, Customer's payment therefore, or arises after such sale, delivery or title transfer. In the event that Sprague is required to pay any such taxes, fees, assessments or charges directly to the appropriate authority, Customer will promptly upon demand reimburse Sprague for such payments. Customer will furnish Sprague with any exemption or resale certificate or direct pay permit to which Customer may be entitled and will promptly notify Sprague of any change in the validity or scope of the same. If Customer fails to promptly notify Sprague of any change in its licensed status and taxes are subsequently imposed on the Product, Customer shall pay or reimburse Sprague for such taxable amount within two (2) days of receipt of notice from Sprague.

8. Pricing and Billing.

- a. *Purchase Price.* The purchase price Customer shall pay Sprague for Products shall be the price and other charges as set forth in the applicable Sales Confirmation, as well as any Taxes.
- b. *Billing.* Sprague shall invoice Customer and Customer shall pay Sprague all amounts due Sprague under this Agreement in the manner specified by Sprague for all Products and any services. The method of payment will be by electronic funds transfer unless otherwise stated in the Sales Confirmation.
- c. *Interest Rate.* Sprague may charge Customer an interest rate of one and a half percent (1½%) monthly or an interest rate as otherwise agreed in the Sales Confirmation on any late payment or the maximum legal rate, if lower.
- d. *Invoices Presumed Final.* All invoices shall be conclusively presumed final and accurate. Customer shall waive any associated claim for an inaccurate invoice and/or overpayment unless, within two (2) years from the date



of the delivery, in good faith, Customer objects to the invoice in writing, including an adequate explanation and supporting industry-acceptable documentation. However, the applicable meter reading shall control for the purpose of determining an invoice's accuracy. Retroactive adjustments under this Section shall be invoiced accordingly. If the parties cannot resolve any invoice dispute, either party may pursue any remedy available at law or in equity to enforce its rights subject to Section 26. Nothing in this Section shall be deemed to preclude Sprague from making a retroactive adjustment of an invoice within a reasonable time of receiving information from the terminal, indicating an error in a prior invoice, regardless of the original invoice date.

e. *Netting.* The parties shall net all undisputed amounts due and owing, and/or past due, such that the party owing the greater amount shall make a single payment of the net amount to the other party in accordance with this Section 8; provided that no payment required to be made pursuant Sections 11.b. and c. shall be subject to netting under this Section.

9. Breach of Performance Obligations.

a. *Payment Failure.* If Customer breaches its obligation to pay Sprague's invoice when due, Sprague, without penalty, may immediately suspend performance without further notice to Customer and/or terminate this Agreement and any outstanding Sales Confirmation upon giving written notice to Customer. Sprague may also elect the Non-Defaulting Party's rights as set forth in Section 11.

b. *Customer's Receipt Failure.* Customer shall accept deliveries of the Product at regular intervals throughout the contract term or as otherwise specified in the Sales Confirmation. Failure by Customer to ratably accept delivery of Product shall constitute a material breach of the Agreement unless a specified delivery schedule has otherwise been agreed upon between the parties. In the event of such breach, Sprague shall provide notice to Customer of the breach with a delivery schedule for curing the breach. If Customer fails to cure the breach by adhering to the delivery schedule, Sprague, in its sole discretion, may elect to liquidate the portion of the Product volume which Customer failed to accept ratably and Customer shall pay Sprague, as reasonable liquidated damages for such breach, any positive difference between the purchase price for the unaccepted Product as set forth in the Sales Confirmation less the market price for the unaccepted Product. Customer shall not be entitled to any amounts from Sprague in the event the market price is greater than the purchase price. To ascertain the market price, Sprague need not enter into replacement transaction(s); rather, Sprague may consider, among other valuations, any or all of the settlement prices of the applicable NYMEX futures contracts, quotations from leading dealers in energy swap contracts or physical trading markets, similar sales or purchases and any other bona fide third-party offers, all adjusted for the length of the term and differences in transportation costs.

c. *Seller's Delivery Failure.* In the event Seller fails to deliver Product as scheduled under a Sales Confirmation and has not cured such delivery failure within five (5) consecutive days, Customer shall in good faith use commercially reasonable efforts to purchase the most economic replacement fuel, in the undelivered amount, from a third party. Customer's sole and exclusive remedy for such breach, however, shall be payment from Sprague in an amount equal to any positive difference between the purchase price paid by the Customer to a third party for the replacement fuel (in an amount not exceeding that which Sprague failed to deliver), if any, less the purchase price that would have been due Sprague for the amount of product Sprague failed to deliver.

d. Any amount due under this Section 9. shall be payable two (2) business days after presentation of the performing party's invoice, which shall set forth the basis upon which the amount was calculated.



10. Events of Default. An "Event of Default" shall occur when a party (the "**Defaulting Party**") or its guarantor:

- a. makes an assignment or any general arrangement for the benefit of creditors;
- b. files a petition or otherwise commences, authorizes, or acquiesces in the commencement of a proceeding or case under any bankruptcy or similar law for the protection of creditors or have such petition filed or proceeding commenced against it;
- c. otherwise becomes bankrupt or insolvent (however evidenced);
- d. is unable to pay its debts as they fall due;
- e. has a receiver, provisional liquidator, conservator, custodian, trustee or other similar official appointed with respect to it or substantially all of its assets;
- f. fails to perform any obligation to the other party with respect to Sections 14 or 15; or
- g. the Customer sells fifty percent (50%) or more of its assets to a third party without ninety days' prior notice to Sprague.

11. Non-Defaulting Party's Rights. When an Event of Default occurs or Customer breaches its obligation to pay Sprague's invoice when due under Section 9.a., the party not in default (the "**Non-Defaulting Party**") shall have the right, at its sole election, in addition to any and all other available remedies under this Agreement:

(i) If there is a Customer Event of Default Sprague may immediately withhold and/or suspend deliveries upon notice to Customer and/or terminate the transactions under the Agreement and liquidate as set forth below.

(ii) If there is a Sprague Event of Default, then Customer may suspend payments for a period of time no longer than 5 business days at or within which time Customer must give notice to Sprague to either (i) make such outstanding payments to Sprague as and when due and continue under the terms of this Agreement or (ii) establish an Early Termination Date and proceed to terminate in the following manner (including making any payments for Products delivered to Customer but not yet paid):

a. The Non-Defaulting Party shall give notice to the Defaulting Party of the "**Early Termination Date**" for all the transactions under this Agreement, each being a "**Terminated Transaction**". On the Early Termination Date, all transactions will terminate, except those transactions, if any, that may not be terminated under applicable law or are, in the reasonable opinion of the Non-Defaulting Party, commercially impracticable to terminate ("**Excluded Transactions**"). The Excluded Transactions must be terminated as soon as reasonably practicable, and upon termination shall be treated as Terminated Transactions. With respect to each Excluded Transaction, its actual termination date shall be the Early Termination Date for purposes of determining Market Value (as below defined).

b. When an Event of Default occurs the Non-Defaulting Party, if Sprague, shall be entitled to damages in an amount equal to (1) any amounts owed for Products delivered and not paid for as of the Early Termination Date; and (2) any positive difference between (i) the "**Purchase Value**", meaning the volume of Products remaining to be purchased under the applicable Sales Confirmation(s) multiplied by the price set forth in such Sales Confirmation(s); and (ii) the Market Value (as below defined). If the Non-Defaulting Party is Customer and it elects to terminate, the Non-Defaulting Party shall terminate and calculate each Terminated Transaction at its Market Value, so that the amount equal to the difference between such Market Value and the Purchase Value of such Terminated Transaction(s) shall be due and payable to the Customer if the Market Value is greater than the Purchase Value (less any amounts owed to Sprague for Products delivered and not paid for as of the Early



Termination Date). If the Market Value is less than the Purchase Value such amount shall be due and payable to Sprague if Customer elects to terminate the transactions (in addition to any amounts owed for Products delivered and not paid for as of the Early Termination Date).

c. **"Market Value"** means the volume of Products remaining to be delivered under the applicable Sales Confirmation(s) multiplied by the market price for a similar transaction at the applicable delivery point location determined by the Non-Defaulting Party in a commercially reasonable manner. To ascertain the Market Value, parties need not enter into replacement transaction(s); rather, the Non-Defaulting Party may consider, among other valuations, any or all of the settlement prices of the applicable NYMEX futures contracts, quotations from leading dealers in energy swap contracts or physical trading markets, similar sales or purchases and any other bona fide third-party offers, all adjusted for the length of the term and differences in transportation costs. Any extension(s) of the term of an Agreement to which the parties are not bound as of the Early Termination Date (including but not limited to "evergreen provisions") shall not be considered in determining Market Values. The rate of interest used in calculating net present value shall be the then current JPMorganChase prime lending rate minus 2% or the maximum applicable lawful interest rate, if lower.

d. The Non-Defaulting Party shall net or aggregate, as appropriate, any and all amounts the parties owe under this Section 11, so that all such amounts are netted or aggregated to a single liquidated amount payable by one party to the other (the **"Net Settlement Amount"**). At its sole option and without prior Notice to the Defaulting Party, the Non-Defaulting Party may setoff (i) any Net Settlement Amount owed to the Non-Defaulting Party against any security or other collateral held by it in connection with any credit support obligation relating to the Agreement. As soon as practicable after a termination, the Non-Defaulting Party shall give written notice to the Defaulting Party of the Net Settlement Amount, including a reasonably detailed explanation of the calculation of such amount. Any failure to give such notice shall not affect the validity or enforceability of the termination or give rise to any claim between the parties. The Net Settlement Amount shall be paid by the close of business on the second business day following such notice, but not earlier than the Early Termination Date. Interest on any unpaid portion of the Net Settlement Amount shall accrue at the rate of one and a half percent (1½ %) monthly or the maximum applicable lawful interest rate, if lower.

e. If any obligation that is to be included in any netting, aggregation or setoff pursuant to Section 11.d. is unascertained, the Non-Defaulting Party may in good faith estimate that obligation and net, aggregate or setoff, as applicable, in respect of the estimate, subject to the Non-Defaulting Party accounting to the Defaulting Party when the obligation is ascertained. Any amount not then due which is included in any netting, aggregation or setoff pursuant to Section 11.d. shall be discounted to net present value in a commercially reasonable manner determined by the Non-Defaulting Party.

f. *Separate Netting Agreement.* With respect to this Section 11, if the parties have executed a separate netting agreement with close-out netting provisions, the terms and conditions of the separate netting agreement shall prevail to the extent inconsistent herewith.

g. *Exclusive Remedy.* The Non-Defaulting Party's remedies under this Section 11 are the sole and exclusive remedies of the Non-Defaulting Party with respect to the occurrence of any Early Termination Date. Each party reserves to itself all other rights, setoffs, counterclaims and other defenses that it is or may be entitled to arising from the Agreement.



12. Notices. Any Sales Confirmation, invoice, notice, request, demand, or statement given pursuant to this Agreement shall be in writing and may be sent by facsimile, electronic mail, a nationally recognized overnight courier service, or first class mail or hand delivery to the appropriate address as set forth below:

Billing/Invoices:

Sprague Operating Resources LLC
185 International Drive
Portsmouth, NH 03801
Attn: Customer Service
Telephone No.: (866) 477-7248
Fax No.: (603) 766-7448
E-mail: customerservice@spragueenergy.com

CUSTOMER: Town of Wilmington, MA
30 Church Street
Wilmington, MA 01887
Attn: George Hooper
Telephone No.: (978) 658-3017
Fax No.
E-mail: ghooper@wilmingtonma.gov

Sales Confirmations:

Sprague Operating Resources LLC
185 International Drive
Portsmouth, NH 03801
Attn: Contract Administration
Telephone No.: (603) 431-1000
Fax No.: (603) 430-5320
E-mail: ContractAdministrationGroup@spragueenergy.com

CUSTOMER: Town of Wilmington, MA
30 Church Street
Wilmington, MA 01887
Attn: George Hooper
Telephone No.: (978) 658-3017
Fax No.:
E-mail: ghooper@wilmingtonma.gov

Other notices, requests, demands or statements:

Sprague Operating Resources LLC
185 International Drive
Portsmouth, NH 03801
Attn: Contract Administration
Telephone No.: (603) 431-1000
Fax No.: (603) 430-5320
E-mail: ContractAdministrationGroup@spragueenergy.com

CUSTOMER: Town of Wilmington, MA
30 Church Street
Wilmington, MA 01887
Attn: George Hooper
Telephone No.: (978) 658-3017
Fax No.:
E-mail: ghooper@wilmingtonma.gov

Notice shall be deemed given when received on a business day by the addressee. In the absence of proof of the actual receipt date, the following presumptions apply. Notices sent by facsimile shall be deemed received upon the sending party's receipt of its facsimile machine's confirmation of successful transmission if on a business day and, if not, on the next following business day. Notice sent by electronic mail shall be sent with a request for a reply email and deemed received on the day sent if a business day and, if not, on the next following business day so long as the sending party does not receive notification that the electronic mail did not reach the intended recipient. Upon receipt of an email from the other party, the recipient shall also have a duty to send a reply email confirming receipt. However, a failure to include the request for a reply email or a failure to send a reply email confirming receipt will not alter the day notice is deemed to have occurred via electronic mail under this Section. Notice by overnight mail or courier shall be deemed to have been received on the next business day following the day it was sent or an earlier time if confirmed by the receiving party. Notice via first class mail shall be deemed delivered five (5) business days after mailing.



13. Term. This Agreement shall be in full force and effect as of the date first above written and shall continue unless terminated by either party with at least thirty (30) days prior written notice. Notwithstanding any termination of this Agreement, any Sales Confirmation accepted by the parties while this Agreement is in effect shall continue to be subject to all terms and conditions of this Agreement.

14. Credit. Sprague and Customer agree that this Agreement is conditioned upon Customer meeting Sprague's credit requirements as may be established, and amended, from time to time. Customer acknowledges and agrees that the prices of products are volatile and this Agreement imposes an obligation on Customer that Sprague's expectation of receiving due performance will not be impaired. Customer therefore agrees that Sprague, in its sole discretion, may at any time, without notice, increase or decrease Customer's credit requirements. Sprague's continued performance of its obligations under this Agreement and any Sales Confirmation shall be contingent upon Customer continuing to meet its credit requirements, as determined by Sprague, at all times.

15. Adequate Assurance. If Sprague has reasonable grounds for insecurity regarding Customer's performance of any obligation under this Agreement (including, without limitation, the occurrence of a material change in the other party's creditworthiness), whether or not then due, Sprague may demand adequate assurance of performance, meaning sufficient security in the form, amount and for the term reasonably acceptable to Sprague, including, but not limited to, a standby irrevocable letter of credit, a prepayment, a security interest in an asset or a performance bond or guaranty (including the issuer of any such security) and Customer shall give such adequate assurance within one (1) business day. Customer agrees to provide such financial information, financial statements, annual reports, securities filings and credit authorizations as Sprague shall reasonably and from time to time request for the purpose of assessing and monitoring Customer's financial condition and credit worthiness.

16. Insurance. With respect to Product sold under this Agreement, Sprague will carry or cause to be carried and maintained at all times during the term of any Sales Confirmation the following insurance coverage:

- a) Workers' Compensation insurance complying with the laws of the State or States having jurisdiction over each employee, and Employer's Liability insurance with limits of \$100,000 each accident, \$100,000 disease each employee, and \$500,000 disease policy limit;
- b) Commercial or Comprehensive General Liability Insurance on an occurrence form with a combined single limit of \$1,000,000 each occurrence, and annual aggregates of \$2,000,000, for bodily injury and property damage, including coverage for blanket contractual liability, broad form property damage, personal injury liability, independent contractors and Products/completed operations;
- c) Automobile Liability insurance with a combined single limit of \$1,000,000 each accident for bodily injury and property damage to include coverage for all owned, non-owned, and hired vehicles with the following endorsement: MCS-90 (Motor Carrier Act of 1980) and CA-9948 (Pollution Liability Broadened Coverage for Covered Autos) or equivalent; and
- d) Excess or Umbrella Liability insurance with a combined single limit of \$1,000,000 each occurrence, and annual aggregates of \$1,000,000, for bodily injury and property damage covering excess of Employers' Liability insurance and the insurance described in the above subsections b and c; and
- e) Pollution Liability insurance with a combined single limit of \$1,000,000.



17. Force Majeure. Except with regard to a party's obligation to make payment(s) due under Sections 8, 9, and 11, neither party shall be liable to the other for failure to perform an obligation; to the extent such failure was caused by Force Majeure. "Force Majeure" shall include occurrences beyond the affected party's control (and in the case of Sprague, occurrences affecting Sprague's supplier or suppliers), and shall include but not be limited to the following: (i) physical events such as acts of God, landslides, lightning, earthquakes, fires, storms or storm warnings, such as hurricanes, which result in evacuation of the affected area, floods, washouts, explosions, breakage or accident or necessity of repairs to machinery or equipment or lines of pipe; (ii) action of the elements, (iii) weather related events affecting an entire geographic region, such as low temperatures which cause freezing or failure of wells, lines of pipe, transportation equipment; (iv) acts of others such as strikes, lockouts or other industrial disturbances, riots, sabotage, insurrections, acts of terrorism or wars; and (iv) governmental actions such as necessity for compliance with any court order, law, statute, ordinance, regulation, or policy having the effect of law promulgated by a governmental authority having jurisdiction. Sprague and Customer shall make reasonable efforts to avoid the adverse impacts of a Force Majeure and to resolve the event or occurrence once it has occurred in order to resume performance. Neither party shall be entitled to the benefit of this Section 17 to the extent performance is affected by any or all of the following circumstances: (i) the party claiming excuse failed to remedy the condition and to resume the performance of such covenants or obligations with reasonable dispatch; or (ii) economic hardship, to include, without limitation, Sprague's ability to sell product at a higher or more advantageous price, Customer's ability to purchase product at a lower or more advantageous price, or a regulatory agency disallowing, in whole or in part, the pass through of costs resulting from this Agreement; (iii) the loss of Customer's market(s) or Customer's inability to use or resell products purchased hereunder, except, in either case, as provided in this Section; or (iv) the loss or failure of Sprague's oil supply or depletion of reserves, except, in either case, as provided in this Section. Notwithstanding anything to the contrary herein, the parties agree that the settlement of strikes, lockouts or other industrial disturbances shall be within the sole discretion of the party experiencing such disturbance. The party whose performance is prevented by Force Majeure must provide immediate notice to the other party orally and, as soon as reasonably possible, in writing with reasonably full particulars of the event or occurrence, the expected duration of the event and what actions the party is taking to cure the event. Upon providing such notice, the party claiming Force Majeure will be relieved of its obligation, from the onset of the Force Majeure event, to make or accept delivery of product, as applicable, to the extent and for the duration of Force Majeure, and neither party shall be deemed to have failed in such obligations to the other during such occurrence or event.

18. Forward Contract. The parties agree that a transaction hereunder constitutes a "forward contract" within the meaning of the United States Bankruptcy Code and that Customer and Sprague are each "forward contract merchants" within the meaning of the United States Bankruptcy Code. If the Customer or Sprague become subject to a Bankruptcy Code proceedings, it is understood and agreed that the other party shall have the right to liquidate as a forward contract merchant under the Bankruptcy Code. In addition, Customer acknowledges and agrees that it is purchasing physical oil products at a set price for delivery at a particular location (except in a Force Majeure situation where an alternative location may be provided) and that Sprague is not selling, and has not represented in any way, that the Customer is purchasing "futures contracts" as that term is defined by the United States Commodity Futures Trading Commission.

19. Warranties. Except for the warranty of title, no warranty, expressed or implied, whether oral or written, of merchantability, fitness or suitability of the Product for any particular purpose or otherwise is made by Sprague other than that the Product conforms, within any tolerances stated, to the specifications stated in the Sales Confirmation issued with respect thereto. Customer assumes all risks and losses that result from the use of the Product whether used singly or in combinations with other substances or in any process.



20. Material Safety Data Sheets. Sprague will provide, or otherwise make available to Customer, appropriate Material Safety Data Sheets ("MSDS") and any updated information for the Products in accordance with the applicable requirements of the Occupational Safety and Health Administration. Customer acknowledges receipt of, or access to, Sprague's MSDS and acknowledges that Customer is aware of the hazards and risks associated with the storage, transportation, handling and use of the Products. Customer will advise Customer Personnel and any third parties who may purchase or come in contact with the Products as to the hazards of the Products, as well as the precautionary procedures for their storage, handling and use which are set forth in such MSDS and any supplementary MSDS or written warning(s) which Sprague may provide to Customer from time to time.

21. Laws and Regulations. This Agreement shall be subject to all valid local, state and federal laws and orders, directives, rules and regulations of any governmental body or official having jurisdiction. Each party shall indemnify, defend and hold harmless the other party from any fines, penalties, assessments or liabilities imposed by any governmental authority of competent jurisdiction relating to the failure of such party to comply with any applicable governmental law, rule or regulation. In the event any governmental authority or any law, rule, regulation, ordinance or an order of any court, tribunal or regulatory authority of competent jurisdiction adversely and materially impacts Sprague's ability to perform under this Agreement and/or any Sales Confirmation, Sprague shall have the right, at its option, in its sole discretion, to either attempt to renegotiate the terms of this Agreement and/or the Sales Confirmation or, at any time, to entirely terminate this Agreement and/or the Sales Confirmation, without penalty, upon sixty (60) days' notice.

22. Indemnification. Customer shall indemnify, defend and hold Sprague harmless from and against all loss, cost and expense, including court costs and attorney fees, for any claims, suits, judgments, demands, action, penalties or liabilities, including injury to or death of persons, growing out of the operations conducted or performance under this Agreement by Customer or arising while the Product is in Customer's exclusive control and possession. Sprague shall indemnify, defend and hold Customer harmless from and against all loss, cost and expense, including court costs and attorney fees, for any claims, suits, judgments, demands, actions, penalties or liabilities, including injury to or death of persons, growing out of the operations conducted or performance under this Agreement by Sprague or arising while the Product is in Sprague's exclusive control and possession. Neither Party shall be liable for any claim to the extent the same resulted from the gross negligence, willful misconduct or bad faith of the indemnified Party. Where personal injury, death, or loss of or damage to property is the result of the joint negligence or misconduct of the parties hereto, the parties expressly agree to indemnify each other and save harmless in proportion to their respective share of such joint negligence or misconduct. This indemnity provision shall survive termination of this Agreement.

23. Waiver and Severability. The waiver by either party of a breach of any provision contained herein shall be in writing and shall in no way be construed as a waiver or any subsequent breach of such provision or the waiver of the provision itself. Should a court of competent jurisdiction hold any provision of this Agreement invalid, illegal or unenforceable, that provision shall be eliminated or limited to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable.

24. Integration and Assignability. This Agreement contains the entire understanding of the parties with respect to its subject matter, shall supersede any other oral or written agreements, and shall be binding upon and inure to the benefit of the parties' successors and assigns. It may not be modified in any way without the written consent of both parties. Customer may not assign this Agreement without Sprague's prior written approval; such approval will not be unreasonably withheld.



25. Confidentiality. Neither party shall disclose directly or indirectly without the prior written consent of the other party the terms of this Agreement or any Sales Confirmation to a third party (other than the party's employees, lenders, royalty owners, counsel, and accountants, or prospective purchasers of all or substantially all of a party's assets or of any rights under this Agreement, provided such disclosure is necessary and such persons have agreed to keep such terms confidential) except (i) in order to comply with any applicable law, order, regulation, or exchange rule, (ii) to the extent necessary for the enforcement of this Agreement, (iii) to the extent necessary to implement any transaction or obligation under this Agreement; (iv) to the extent such information is delivered to such third party for the sole purpose of calculating a published index; or (v) to the extent disclosed to a third-party credit rating agency in conjunction with Sprague's evaluation and/or review of Customer's creditworthiness. Each party shall notify the other party of any proceeding of which it is aware which may result in disclosure of the terms of any transaction (other than as permitted hereunder) and use reasonable efforts to prevent or limit the disclosure. The existence of this Agreement is not subject to this confidentiality obligation. Subject to Section 26, the parties shall be entitled to all remedies available at law or in equity to enforce, or seek relief in connection with this confidentiality obligation. The parties shall keep the terms of any transaction hereunder confidential for one year from the expiration of the transaction. If a governmental body or applicable law requires the disclosure, the party subject to the requirement shall promptly notify the other party prior to the disclosure and cooperate with the other party in any efforts to obtain protective orders or similar restraints with respect to the disclosure.

26. Limitations. A PARTY'S LIABILITY HEREUNDER SHALL BE LIMITED AS EXPRESSLY PROVIDED IN THIS AGREEMENT, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY PROVIDED HEREIN OR IN A SALES CONFIRMATION, A PARTY'S LIABILITY SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. UNLESS EXPRESSLY PROVIDED HEREIN, NEITHER PARTY SHALL BE LIABLE FOR SPECIFIC PERFORMANCE, CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE. THE PARTIES HEREBY INTEND THAT THE LIMITATIONS IMPOSED ON REMEDIES AND THE MEASURE OF DAMAGES IN THIS AGREEMENT BE WITHOUT REGARD TO THE CAUSE(S) RELATED THERETO, INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE. TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID HEREUNDER ARE LIQUIDATED, THE PARTIES ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, OR OBTAINING AN ADEQUATE REMEDY IS OTHERWISE INCONVENIENT, AND THE DAMAGES CALCULATED HEREUNDER CONSTITUTE A REASONABLE APPROXIMATION OF THE HARM OR LOSS.

27. Governing Law. This Agreement and any Sales Confirmation shall be governed by and interpreted in accordance with the laws of the State of New Hampshire, excluding its conflicts and law of principles. The parties consent to the jurisdiction of the New Hampshire courts to resolve any disputes under this Agreement or any Sales Confirmation and hereby waive any right to a jury trial.

28. Bio-Fuel Regulations. Any mandate, law, regulation or other requirement or tax change from any state, federal or local government that requires the addition of bio-fuels to heating oil or other distillate products, or any loss, removal or non-renewal of tax credits, shall be charged in addition to any amount stated in the Sales Confirmation when such requirement or tax change is effective after the date the Sales Confirmation was issued."



29. Headings. The headings and subheadings contained in this Agreement are used solely for convenience and shall not be used to construe or interpret the provisions of this Agreement.

30. Counterparts. This Agreement and any Sales Confirmation hereunder, may be executed in multiple counterparts. The parties further agree that facsimile, fax and other mechanically or electronically produced counterparts and signatures of this Agreement or on any Sales Confirmation may, for all purposes, be relied upon by the other as if originals.

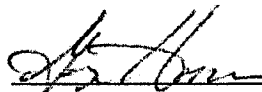
31. Ambiguities Neutrally Construed. This Agreement is the result of negotiations among, and has been reviewed by, each party and its respective counsel. Moreover, Customer acknowledges and agrees that petroleum products are available from multiple other sources at competitive prices, and that this Agreement was freely entered into by it, notwithstanding the availability of such petroleum products from other sources. Accordingly, this Agreement shall be deemed to be the product of each party, and no ambiguity shall be construed in favor of or against any party.

32. Authorized Representative. This Agreement is executed by an authorized representative of each party as of the above first-written date.

Sprague Operating Resources LLC

By: _____
Name: Thomas F. Flaherty
Title: Vice President

Town of Wilmington, MA

By: 
Name: George Harper
Title: Supt.



E X H I B I T A

Sales Confirmation to Master Delivered Petroleum Products Sales Agreement

Please review, sign and email to Contractadministrationgroup@spragueenergy.com or fax immediately to (603)766-9750

This Sales Confirmation is issued pursuant to the Master Delivered Petroleum Products Sales Agreement by and between Sprague Operating Resources LLC and _____ and is made a part thereof.

Customer:	Date of Sale:
Customer No:	Contract Type:
Street Address:	Delivery Term:
City State Zip:	Payment Term:
Customer Fax:	
Customer Email:	Billing Terms:
Contract Number:	Delivery Period:
Purchase Order #	Master Sales Agreement:

Contract Period	Product	Fixed Volume (Barrels)	Contract Price /bbl	Est. Taxes and Fees	Total Contract Amount
Total Volume:					
Total Contract Amount:					(including estimated taxes and fees)

Additional Terms:

- ~Customer shall take delivery of the Product at regular intervals during the contract period. Sprague Operating Resources LLC may charge Customer a storage fee of \$0.10 per gallon each month for each gallon that Customer failed to take delivery, failed to take delivery within the contract period, or failed to take delivery pursuant to any imposed delivery schedule.
- ~Deliveries will commence on the 1st day of the applicable contract month.
- ~Any mandate, law, regulation or other requirement or tax change from any state, federal or local government that requires the addition of bio-fuels to heating oil or other distillate products, or any loss, removal or non-renewal of tax credits, shall be charged in addition to any amount stated in this confirmation when such requirement or tax change is effective after the date this confirmation was issued.
- ~Quantity shall be determined on a gross or net basis, as is Sprague's customary practice for the delivery location.
- ~Section (b) of the Non-Defaulting Party's Rights shall be amended by adding the following sentence at the end of section (b): In the event that the Market Value is less than the Purchase Value, the Customer shall pay to Sprague the Purchase Value less the Market Value (in addition to any outstanding amounts owed for Products lifted but not paid for as of the date of Early Termination).
- ~Freight charges are subject to change without notice based on the common carrier surcharge in effect at the time of lifting.
- ~Customer acknowledges that it has read and understands all the terms and conditions of this Sales Confirmation and the Master Delivered Petroleum Products Sales Agreement and that by signing below and emailing the Sales Confirmation to Sprague at Contractadministrationgroup@spragueenergy.com or faxing to 603-766-9750 it confirms to Sprague its acknowledgement, understanding and agreement to all terms and conditions,

Accepted and agreed as of:

Sprague Operating Resources LLC

By
Its Authorized Representative

By: Sample Only - Do Not Sign
Its Authorized Representative



Attachment 1

Special Provisions to the
MASTER DELIVERED PETROLEUM PRODUCTS SALES AGREEMENT
between Sprague Operating Resources LLC and Town of Wilmington, MA
dated August 1, 2019

Under Section 5. Quality and Quantity: c. Seller's Delivery Failure. – the following sentence has been amended to read as:

Upon removal of any Product, Customer shall allow Sprague a maximum of two (2) days in which to replace the deficient Product.

Under Section 9. Breach of Performance Obligations. – the following sentence has been amended to read as:

In the event Seller fails to deliver Product as scheduled under a Sales Confirmation and has not cured such delivery failure within two (2) consecutive days, Customer shall in good faith use commercially reasonable efforts to purchase the most economic replacement fuel, in the undelivered amount, from a third party. Customer's sole and exclusive remedy for such breach, however, shall be payment from Sprague in an amount equal to any positive difference between the purchase price paid by the Customer to a third party for the replacement fuel (in an amount not exceeding that which Sprague failed to deliver), if any, less the purchase price that would have been due Sprague for the amount of product Sprague failed to deliver.

SPRAGUE OPERATING RESOURCES LLC

TOWN OF WILMINGTON, MA

By: _____

By: _____

Name: Thomas F. Flaherty

Name: [Signature]

Title: Vice President

Title: Supt

Date: _____

Date: 8/14/19

Summary of Invoices

Invoice #4525 – 5/24/22	\$525,849.11	Invoice notes that \$77,141.66 was paid and \$525,849.11 remains. The \$77,141.66 was paid by insurance, the remaining was paid by the Town
Invoice #4526 – 6/23/22	\$386,612.93	
Invoice #4546 – 10/31/22	\$20,610.50	
Septic Tank – DEE RAY, Inc – 8/24/22	\$900.00	
	Total: \$933,972.54	

Omni Environmental Group, LLC
 6 Lancaster County Road
 Harvard, MA 01451 US
 (978) 256-6766
 gmorand@OmniEG.com



INVOICE

BILL TO
 Town of Wilmington
 121 Glen Road
 Wilmington, MA
 01887

INVOICE # 4525
DATE 05/24/2022
DUE DATE 06/23/2022
TERMS Net 30

PROJECT NUMBER
 4283

PROJECT LOCATION
 182 Wildwood, Wilmington

DATE	ACTIVITY	QTY	RATE	AMOUNT
04/30/2022	Env. Con. Svcs April 13 & 27, 2022			6,698.15
04/30/2022	Env. Con. Svcs April 25, 2022			1,759.50
05/01/2022	2021 Equipment Rates:Service Truck Service Truck	1	90.00	90.00
05/02/2022	2021 Employee Rates:LSP/Principal LSP under PCS excavation & T&D	0:30	175.00	87.50
05/02/2022	2021 Employee Rates:Senior Project Manager/Senior Professional Engineer SPM under petroleum-impacted pea stone excavation and T&D under BOL and calls to/from SES	2:00	152.00	304.00
05/02/2022	2021 Employee Rates:Senior Environmental Scientist II PCS off-loading with BHE and 38 Excavation. Disposed of 10 loads of PCS, an estimated 350 tons. Monitoring well gauging and site assessment	9:00	109.00	981.00
05/02/2022	2021 Equipment Rates:Service Truck Service Truck	1	90.00	90.00
05/02/2022	2021 Equipment Rates:Photoionization Detector Photoionization Detector	1	75.00	75.00

DATE	ACTIVITY	QTY	RATE	AMOUNT
05/02/2022	2021 Equipment Rates:Electronic Interface Probe Electronic Interface Probe	1	100.00	100.00
05/03/2022	2021 Employee Rates:Senior Environmental Scientist II Monitoring well gauging and site assessment; 55-gallon drum off-load; office work- table updates, site work preparations, etc.	8:00	109.00	872.00
05/03/2022	2021 Equipment Rates:Service Truck Service Truck	1	90.00	90.00
05/03/2022	2021 Equipment Rates:Electronic Interface Probe Electronic Interface Probe	1	100.00	100.00
05/03/2022	2021 Equipment Rates:Photoionization Detector Photoionization Detector	1	75.00	75.00
05/04/2022	2021 Employee Rates:Senior Project Manager/Senior Professional Engineer SPM IRA, D20 ops, and calls to/from SES and project comm	0:15	152.00	38.00
05/04/2022	2021 Employee Rates:Senior Project Manager/Senior Professional Engineer SPM IRA, D20 ops, and calls to/from SES and project comm	1:45	152.00	266.00
05/04/2022	2021 Employee Rates:LSP/Principal LSP under IRA activities and review of GW/Frac data	0:30	175.00	87.50
05/04/2022	2021 Employee Rates:Senior Environmental Scientist II PCS off-loading oversight with 38 Excavation; monitoring well gauging and site assessment	9:00	109.00	981.00
05/04/2022	2021 Equipment Rates:Service Truck Service Truck	1	90.00	90.00
05/04/2022	2021 Equipment Rates:Photoionization Detector Photoionization Detector	1	75.00	75.00
05/04/2022	2021 Equipment Rates:Electronic Interface Probe Electronic Interface Probe	1	100.00	100.00
05/05/2022	2021 Employee Rates:Senior Project Manager/Senior Professional Engineer SPM under COBS excavation, D20 ops, and calls to/from SES	2:00	152.00	304.00

DATE	ACTIVITY	QTY	RATE	AMOUNT
05/05/2022	and project comm 2021 Employee Rates:LSP/Principal LSP under IRA and project comm and COBS management	0:30	175.00	87.50
05/05/2022	2021 Employee Rates:Senior Environmental Scientist II Clean overburden soil removal and stockpile oversight with 38 excavation; site monitoring and assessment	9:00	109.00	981.00
05/05/2022	2021 Equipment Rates:Service Truck Service Truck	1	90.00	90.00
05/05/2022	2021 Equipment Rates:Photoionization Detector Photoionization Detector	1	75.00	75.00
05/05/2022	2021 Equipment Rates:Electronic Interface Probe Electronic Interface Probe	1	100.00	100.00
05/06/2022	2021 Employee Rates:Senior Project Manager/Senior Professional Engineer SPM under COBS excavation, D20 ops, and calls to/from SES and prep under SOW for PCS removal wk of 5/9	2:00	152.00	304.00
05/06/2022	2021 Employee Rates:LSP/Principal LSP under IRA and project comm and COBS management	0:30	175.00	87.50
05/06/2022	2021 Employee Rates:Senior Environmental Scientist II Clean overburden soil removal and stockpile oversight with 38 excavation; site monitoring and assessment	9:00	109.00	981.00
05/06/2022	2021 Equipment Rates:Service Truck Service Truck	1	90.00	90.00
05/06/2022	2021 Equipment Rates:Photolonization Detector Photoionization Detector	1	75.00	75.00
05/06/2022	2021 Equipment Rates:Electronic Interface Probe Electronic Interface Probe	1	100.00	100.00
05/07/2022	Field Equip.			20.75
05/07/2022	527.61 tons PCS			26,697.07
05/08/2022	2021 Employee Rates:Senior Project Manager/Senior Professional Engineer SPM under Site and	3:30	152.00	532.00

DATE	ACTIVITY	QTY	RATE	AMOUNT
05/09/2022	dewatering system check 2021 Employee Rates:LSP/Principal LSP under IRA and SOE install	0:45	175.00	131.25
05/09/2022	2021 Employee Rates:Senior Project Manager/Senior Professional Engineer SPM under IRA and SOE install	2:00	152.00	304.00
05/09/2022	2021 Employee Rates:Senior Environmental Scientist II Excavation box preparation; clean soil overburden removal; fence/site boundary relocation	9:00	109.00	981.00
05/09/2022	2021 Equipment Rates:Service Truck Service Truck	1	90.00	90.00
05/09/2022	2021 Equipment Rates:Electronic Interface Probe Electronic Interface Probe	1	100.00	100.00
05/09/2022	2021 Equipment Rates:Photoionization Detector Photoionization Detector	1	75.00	75.00
05/10/2022	2021 Employee Rates:Senior Project Manager/Senior Professional Engineer SPM under SOE install and UST Pad demo, PCS approvals and project comm	0:45	152.00	114.00
05/10/2022	2021 Employee Rates:Senior Project Manager/Senior Professional Engineer SPM under IRA and SOE install	8:15	152.00	1,254.00
05/10/2022	2021 Employee Rates:Senior Environmental Scientist II Well material pickup from G.W.S	2:00	109.00	218.00
05/10/2022	MW replacement materials			989.33
05/10/2022	Drum Disposal X3			1,277.42
05/10/2022	2021 Equipment Rates:Service Truck Service Truck	1	90.00	90.00
05/10/2022	2021 Equipment Rates:Electronic Interface Probe Electronic Interface Probe	1	100.00	100.00
05/10/2022	2021 Equipment Rates:Photoionization Detector Photoionization Detector	1	75.00	75.00
05/11/2022	2021 Employee Rates:LSP/Principal LSP under IRA and SOE install	0:45	175.00	131.25

DATE	ACTIVITY	QTY	RATE	AMOUNT
05/11/2022	2021 Employee Rates:Senior Project Manager/Senior Professional Engineer SPM under IRA and SOE install	2:00	152.00	304.00
05/11/2022	2021 Employee Rates:Senior Environmental Scientist II Septic tank demolition and concrete break-up oversight; site and monitoring well assessment	9:00	109.00	981.00
05/11/2022	2021 Equipment Rates:Service Truck Service Truck	1	90.00	90.00
05/11/2022	2021 Equipment Rates:Electronic Interface Probe Electronic Interface Probe	1	100.00	100.00
05/11/2022	2021 Equipment Rates:Photolization Detector Photoionization Detector	1	75.00	75.00
05/12/2022	2021 Employee Rates:LSP/Principal LSP under IRA and SOE install	1:00	175.00	175.00
05/12/2022	2021 Employee Rates:Senior Project Manager/Senior Professional Engineer SPM under IRA and SOE install	2:00	152.00	304.00
05/12/2022	2021 Employee Rates:Senior Environmental Scientist II Excavation of Box #4; assessment; sampling; and concrete fill oversight	9:00	109.00	981.00
05/12/2022	2021 Equipment Rates:Service Truck Service Truck	1	90.00	90.00
05/12/2022	2021 Equipment Rates:Electronic Interface Probe Electronic Interface Probe	1	100.00	100.00
05/12/2022	2021 Equipment Rates:Photoionization Detector Photoionization Detector	1	75.00	75.00
05/13/2022	2021 Employee Rates:LSP/Principal LSP under IRA and SOE install	1:00	175.00	175.00
05/13/2022	2021 Employee Rates:Senior Project Manager/Senior Professional Engineer SPM under IRA and SOE install	2:00	152.00	304.00
05/13/2022	2021 Employee Rates:Senior Environmental Scientist II	11:00	109.00	1,199.00

DATE	ACTIVITY	QTY	RATE	AMOUNT
05/13/2022	Excavation of Box #2; assessment; sampling; and concrete fill oversight 2021 Equipment Rates:Service Truck	1	90.00	90.00
05/13/2022	Service Truck 2021 Equipment Rates:Electronic Interface Probe	1	100.00	100.00
05/13/2022	Electronic Interface Probe 2021 Equipment Rates:Photoionization Detector	1	75.00	75.00
05/16/2022	Photoionization Detector 2021 Employee Rates:LSP/Principal	0:45	175.00	131.25
05/16/2022	LSP under IRA, SEP, PCS removal and dewatering and soil sampling 2021 Employee Rates:Senior Project Manager/Senior Professional Engineer	5:15	152.00	798.00
05/16/2022	SPM under PCS removal and dewatering for SOE's and work under IRAS#1 2021 Employee Rates:Senior Environmental Scientist II	11:30	109.00	1,253.50
05/16/2022	Excavation of Steel Shoring Box #1 and Flow Fill; PCS off- loading; site assessment and sampling Survey and Site Plan design and Field Svcs			4,140.00
05/16/2022	2021 Lab Rates:EPH EPH (Standard w/targets; MassDEP Method)	4	147.00	588.00
05/16/2022	2021 Equipment Rates:Service Truck	1	90.00	90.00
05/16/2022	Service Truck 2021 Equipment Rates:Photoionization Detector	1	75.00	75.00
05/16/2022	Photoionization Detector 2021 Equipment Rates:Electronic Interface Probe	1	100.00	100.00
05/17/2022	Electronic Interface Probe 2021 Employee Rates:LSP/Principal	0:45	175.00	131.25
05/17/2022	LSP under IRA, SEP, PCS removal and dewatering and soil sampling 2021 Employee Rates:Senior Project Manager/Senior Professional Engineer	4:00	152.00	608.00
	SPM under PCS removal and			

DATE	ACTIVITY	QTY	RATE	AMOUNT
05/17/2022	dewatering for SOE's and work under IRAS#1 2021 Employee Rates:Senior Environmental Scientist II Excavation of Steel Shoring Box #3 and Flow Fill; PCS off-loading; site assessment and sampling	10:00	109.00	1,090.00
05/17/2022	2021 Equipment Rates:Service Truck Service Truck	1	90.00	90.00
05/17/2022	2021 Equipment Rates:Photoionization Detector Photoionization Detector	1	75.00	75.00
05/17/2022	2021 Equipment Rates:Electronic Interface Probe Electronic Interface Probe	1	100.00	100.00
05/18/2022	2021 Employee Rates:LSP/Principal LSP under IRA, SEP, PCS removal and dewatering and soil sampling	1:00	175.00	175.00
05/18/2022	2021 Employee Rates:Senior Project Manager/Senior Professional Engineer SPM under PCS removal and dewatering for SOE's and work under IRAS#1	6:00	152.00	912.00
05/18/2022	2021 Employee Rates:Senior Environmental Scientist II Excavation of Steel Shoring Box #5 and Flow Fill; PCS off-loading; PCGW off-loading; site assessment and sampling	12:00	109.00	1,308.00
05/18/2022	2021 Lab Rates:EPH EPH (Standard w/targets; MassDEP Method)	4	147.00	588.00
05/18/2022	2021 Equipment Rates:Service Truck Service Truck	1	90.00	90.00
05/18/2022	2021 Equipment Rates:Photolonization Detector Photoionization Detector	1	75.00	75.00
05/18/2022	2021 Equipment Rates:Electronic Interface Probe Electronic Interface Probe	1	100.00	100.00
05/19/2022	2021 Employee Rates:LSP/Principal LSP under IRA, SEP, PCS removal and dewatering and soil sampling and IRAS#1	3:00	175.00	525.00
05/19/2022	2021 Employee Rates:Senior	6:00	152.00	912.00

DATE	ACTIVITY	QTY	RATE	AMOUNT
	Project Manager/Senior Professional Engineer SPM under PCS removal and dewatering for SOE's and work under IRAS#1			
05/19/2022	2021 Employee Rates:Senior Environmental Scientist II Excavation of Steel Shoring Box #6 and Flow Fill; PCS off-loading; site assessment and sampling	10:00	109.00	1,090.00
05/19/2022	2021 Lab Rates:EPH EPH (Standard w/targets; MassDEP Method)	10	147.00	1,470.00
05/19/2022	2021 Equipment Rates:Service Truck Service Truck	1	90.00	90.00
05/19/2022	2021 Equipment Rates:Photolization Detector Photoionization Detector	1	75.00	75.00
05/19/2022	2021 Equipment Rates:Electronic Interface Probe Electronic Interface Probe	1	100.00	100.00
05/20/2022	2021 Employee Rates:LSP/Principal LSP under IRA, SEP, PCS removal and dewatering and soil sampling and IRAS#1	7:00	175.00	1,225.00
05/20/2022	2021 Employee Rates:Senior Project Manager/Senior Professional Engineer SPM under PCS removal and dewatering for SOE's and work under IRAS#1	6:45	152.00	1,026.00
05/20/2022	2021 Employee Rates:Senior Environmental Scientist II Excavation of Steel Shoring Box #7 and Flow Fill; PCS off-loading; site assessment and sampling	9:00	109.00	981.00
05/20/2022	Trans PCS 5.2 & 5.4			19,293.29
05/20/2022	2021 Equipment Rates:Service Truck Service Truck	1	90.00	90.00
05/20/2022	2021 Equipment Rates:Photolization Detector Photoionization Detector	1	75.00	75.00
05/20/2022	2021 Equipment Rates:Electronic Interface Probe Electronic Interface Probe	1	100.00	100.00
05/21/2022	837.06 tons PCS			42,355.24
05/23/2022	2021 Employee	1:00	175.00	175.00

DATE	ACTIVITY	QTY	RATE	AMOUNT
	Rates:LSP/Principal LSP under post-SOE soil excavation and IRA			
05/23/2022	2021 Employee Rates:Senior Project Manager/Senior Professional Engineer SPM under soil excavation, soil screening/sampling, calls to/from SESII and project com.	2:00	152.00	304.00
05/23/2022	2021 Employee Rates:Senior Environmental Scientist II Open excavation PCS removal North of the Excavation Boxes; PID screening and confirmatory sampling	9:00	109.00	981.00
05/23/2022	2021 Lab Rates:EPH EPH (Standard w/targets; MassDEP Method)	10	147.00	1,470.00
05/23/2022	2021 Equipment Rates:Service Truck Service Truck	1	90.00	90.00
05/23/2022	2021 Equipment Rates:Photolonization Detector Photoionization Detector	1	75.00	75.00
05/23/2022	2021 Equipment Rates:Electronic Interface Probe Electronic Interface Probe	1	100.00	100.00
05/24/2022	2021 Employee Rates:LSP/Principal LSP under post-SOE soil excavation and IRA	1:00	175.00	175.00
05/24/2022	2021 Employee Rates:Senior Project Manager/Senior Professional Engineer SPM under soil excavation, soil screening/sampling, calls to/from SESII and project com. and Site Inspection in PM	4:00	152.00	608.00
05/24/2022	2021 Employee Rates:Senior Environmental Scientist II Open excavation PCS removal North of the Excavation Boxes; PID screening and confirmatory sampling	9:00	109.00	981.00
05/24/2022	NEDT PCGW T&G 5500-gal.			3,839.56
05/24/2022	2021 Equipment Rates:Service Truck Service Truck	1	90.00	90.00
05/24/2022	2021 Equipment Rates:Photolonization Detector Photoionization Detector	1	75.00	75.00
05/24/2022	2021 Equipment	1	100.00	100.00

DATE	ACTIVITY	QTY	RATE	AMOUNT
	Rates:Electronic Interface Probe Electronic Interface Probe			
05/25/2022	2021 Employee Rates:LSP/Principal LSP under post-SOE soil excavation and IRA	1:00	175.00	175.00
05/25/2022	2021 Employee Rates:Senior Project Manager/Senior Professional Engineer SPM under soil excavation, soil screening/sampling, calls to/from SESII and project com.	2:00	152.00	304.00
05/25/2022	2021 Employee Rates:Senior Environmental Scientist II Open excavation PCS removal North of the Excavation Boxes; PID screening and confirmatory sampling	9:30	109.00	1,035.50
05/25/2022	2021 Equipment Rates:Service Truck Service Truck	1	90.00	90.00
05/25/2022	2021 Equipment Rates:Photolonization Detector Photoionization Detector	1	75.00	75.00
05/25/2022	2021 Equipment Rates:Electronic Interface Probe Electronic Interface Probe	1	100.00	100.00
05/26/2022	2021 Employee Rates:LSP/Principal LSP under post-SOE soil excavation and IRA	1:00	175.00	175.00
05/26/2022	2021 Employee Rates:Senior Project Manager/Senior Professional Engineer SPM under soil excavation, soil screening/sampling, calls to/from SESII and project com.	2:00	152.00	304.00
05/26/2022	2021 Employee Rates:Senior Environmental Scientist II Open excavation PCS removal North of the Excavation Boxes; PID screening and confirmatory sampling	9:00	109.00	981.00
05/26/2022	2021 Equipment Rates:Service Truck Service Truck	1	90.00	90.00
05/26/2022	2021 Equipment Rates:Photolonization Detector Photoionization Detector	1	75.00	75.00
05/26/2022	2021 Equipment Rates:Electronic Interface Probe Electronic Interface Probe	1	100.00	100.00

DATE	ACTIVITY	QTY	RATE	AMOUNT
05/27/2022	2021 Employee Rates:LSP/Principal LSP under post-SOE soil excavation and Site Inspection with SES and GC	4:00	175.00	700.00
05/27/2022	2021 Employee Rates:Senior Project Manager/Senior Professional Engineer SPM under soil excavation, soil screening/sampling, calls to/from SESII and project com.	2:00	152.00	304.00
05/27/2022	2021 Employee Rates:Senior Environmental Scientist II Open excavation PCS removal North of the Excavation Boxes; PID screening and confirmatory sampling	8:30	109.00	926.50
05/27/2022	2021 Employee Rates:Senior Environmental Scientist II Open excavation PCS removal North of the Excavation Boxes; PID screening and confirmatory sampling	0:30	109.00	54.50
05/27/2022	2021 Equipment Rates:Service Truck Service Truck	2	90.00	180.00
05/27/2022	2021 Equipment Rates:Photoionization Detector Photoionization Detector	1	75.00	75.00
05/27/2022	2021 Equipment Rates:Electronic Interface Probe Electronic Interface Probe	1	100.00	100.00
05/28/2022	1678.29 tons PCS			84,921.47
05/31/2022	Frac & Dewatering System rental May 2022			3,085.23
05/31/2022	Env Con Svcs May 2022			363,517.76

Thank you for your business.

PAYMENT
BALANCE DUE

77,141.66
\$525,849.11

Omni Environmental Group, LLC

6 Lancaster County Road

Harvard, MA 01451 US

(978) 256-6766

gmorand@OmniEG.com



INVOICE

BILL TO

Town of Wilmington
121 Glen Road
Wilmington, MA 01887

INVOICE # 4526

DATE 06/23/2022

DUE DATE 07/23/2022

TERMS Net 30

PROJECT NUMBER

4283

PROJECT LOCATION

182 Wildwood, Wilmington

DATE	ACTIVITY	QTY	RATE	AMOUNT
05/19/2022	2.5 Mo. rental of field lavatory			2,183.74
05/26/2022	2021 Lab Rates:TPH TPH by GC/FID (8100M or 8015M) @ 72-hr	4	195.00	780.00
05/26/2022	Full WC Soil @ 48-hr TAT			1,693.51
05/27/2022	2021 Lab Rates:EPH EPH (Standard w/targets; MassDEP Method)	13	192.00	2,496.00
05/27/2022	2021 Lab Rates:VPH VPH (w/targets; MassDEP Method)	23	102.00	2,346.00
05/31/2022	2021 Employee Rates:LSP/Principal LSP under IRA activities, soil screening/sampling & PCS T&D	1:30	175.00	262.50
05/31/2022	2021 Employee Rates:Senior Project Manager/Senior Professional Engineer SPM under PCS removal & confirmatory soil sampling & calls to/from SES on conditions, trucking and scheduling	3:30	152.00	532.00
05/31/2022	2021 Employee Rates:Senior Environmental Scientist II Final Open excavation PCS removal North of the Excavation Boxes; PID screening and confirmatory sampling	10:00	109.00	1,090.00

DATE	ACTIVITY	QTY	RATE	AMOUNT
05/31/2022	Fence Rental			1,062.30
05/31/2022	188.59 tons PCS			9,542.65
06/01/2022	2021 Employee Rates:LSP/Principal LSP under IRA activities, prep for 6/2 meeting, and project comm	3:15	175.00	568.75
06/01/2022	2021 Employee Rates:Senior Project Manager/Senior Professional Engineer SPM under backfilling, compaction, Site restoration and comm.	2:00	152.00	304.00
06/01/2022	2021 Employee Rates:Senior Environmental Scientist II Backfill and compaction of the open excavation oversight; monitoring well assessment	10:00	109.00	1,090.00
06/02/2022	2021 Employee Rates:LSP/Principal LSP under IRA activities and Video Conf.	2:00	175.00	350.00
06/02/2022	2021 Employee Rates:Senior Project Manager/Senior Professional Engineer SPM under backfilling, compaction, Site restoration and comm.	1:30	152.00	228.00
06/02/2022	2021 Employee Rates:Senior Environmental Scientist II Backfill and compaction of the open excavation oversight, Bulkhead forming and concrete pour; monitoring well assessment	10:00	109.00	1,090.00
06/03/2022	2021 Employee Rates:LSP/Principal LSP under IRA activities	1:00	175.00	175.00
06/03/2022	2021 Employee Rates:Senior Project Manager/Senior Professional Engineer SPM under backfilling, compaction, Site restoration and comm.	1:45	152.00	266.00
06/03/2022	2021 Employee Rates:Senior Environmental Scientist II Backfill and compaction of the open excavation oversight	8:00	109.00	872.00
06/06/2022	2021 Employee Rates:Senior Project Manager/Senior Professional Engineer SPM under backfilling, compaction, Site restoration	2:00	152.00	304.00

DATE	ACTIVITY	QTY	RATE	AMOUNT
06/06/2022	and demob activities and project com. 2021 Employee Rates:LSP/Principal LSP under backfilling, compaction, Site restoration and demob activities	1:00	175.00	175.00
06/06/2022	2021 Employee Rates:Senior Environmental Scientist II Backfill and restoration work oversight with 38 Excavation; water line installation oversight; monitoring well gauging.	9:00	109.00	981.00
06/06/2022	2021 Equipment Rates:Service Truck Service Truck	1	90.00	90.00
06/06/2022	2021 Equipment Rates:Photolonization Detector Photoionization Detector	1	75.00	75.00
06/06/2022	2021 Equipment Rates:Electronic Interface Probe Electronic Interface Probe	1	100.00	100.00
06/07/2022	2021 Employee Rates:Senior Project Manager/Senior Professional Engineer SPM under backfilling, compaction, Site restoration and demob activities and project com. and work under forthcoming IRA	2:00	152.00	304.00
06/07/2022	2021 Employee Rates:LSP/Principal LSP under backfilling, compaction, Site restoration and demob activities	1:00	175.00	175.00
06/07/2022	2021 Employee Rates:Senior Environmental Scientist II Backfill and restoration work oversight with 38 Excavation	9:00	109.00	981.00
06/07/2022	Trans 147.92; 198.41; 226.02; & 237.6 tons PCS, 2 loads concrete and Fuel Surcharges 5.16, 5.17, 5.18, 5.19, 5.20			30,862.50
06/07/2022	2021 Equipment Rates:Service Truck Service Truck	1	90.00	90.00
06/07/2022	2021 Equipment Rates:Photoionization Detector Photoionization Detector	1	75.00	75.00
06/07/2022	2021 Equipment Rates:Electronic Interface Probe Electronic Interface Probe	1	100.00	100.00

DATE	ACTIVITY	QTY	RATE	AMOUNT
06/08/2022	2021 Employee Rates:Senior Project Manager/Senior Professional Engineer SPM under backfilling, compaction, Site restoration and demob activities and work under IRA	4:00	152.00	608.00
06/08/2022	2021 Employee Rates:LSP/Principal LSP under backfilling, compaction, Site restoration and demob activities and tank removal	1:45	175.00	306.25
06/08/2022	2021 Employee Rates:Senior Environmental Scientist II Backfill and restoration work oversight with 38 Excavation; water line testing oversight	9:00	109.00	981.00
06/08/2022	trans 230.95 (5.23); 311.48 tons (5.24); 389.61 (5.25); 391.84 (5.26); 354.41 (5.27) PCS			59,541.54
06/08/2022	2021 Equipment Rates:Service Truck Service Truck	1	90.00	90.00
06/08/2022	2021 Equipment Rates:Photoionization Detector Photoionization Detector	1	75.00	75.00
06/08/2022	2021 Equipment Rates:Electronic Interface Probe Electronic Interface Probe	1	100.00	100.00
06/09/2022	2021 Employee Rates:Senior Project Manager/Senior Professional Engineer SPM under backfilling, compaction, Site restoration and demob activities and project com.	2:00	152.00	304.00
06/09/2022	2021 Employee Rates:LSP/Principal LSP under backfilling, compaction, Site restoration and demob activities	1:00	175.00	175.00
06/09/2022	2021 Employee Rates:Senior Environmental Scientist II Backfill and restoration work oversight with 38 Excavation; septic line installation oversight; groundwater sampling and monitoring well assessment	9:00	109.00	981.00
06/09/2022	2021 Equipment Rates:Service Truck Service Truck	1	90.00	90.00

DATE	ACTIVITY	QTY	RATE	AMOUNT
06/09/2022	2021 Equipment Rates:Photoionization Detector Photoionization Detector	1	75.00	75.00
06/09/2022	2021 Equipment Rates:Electronic Interface Probe Electronic Interface Probe	1	100.00	100.00
06/09/2022	2021 Equipment Rates:Peristaltic Sampling Pump Peristaltic Sampling Pump	1	100.00	100.00
06/09/2022	2021 Equipment Rates:Polyethylene Tubing Polyethylene Tubing	1.50	40.00	60.00
06/09/2022	2021 Equipment Rates:Silicon Tubing Silicon Tubing	6	4.50	27.00
06/10/2022	2021 Employee Rates:Senior Project Manager/Senior Professional Engineer SPM under backfilling, compaction, Site restoration and demob activities and project com.	2:00	152.00	304.00
06/10/2022	2021 Employee Rates:LSP/Principal LSP under backfilling, compaction, Site restoration and Site visit	3:00	175.00	525.00
06/10/2022	2021 Employee Rates:LSP/Principal LSP under backfilling, compaction, Site restoration and Site visit	1:00	175.00	175.00
06/10/2022	2021 Employee Rates:Senior Environmental Scientist II Backfill and restoration work oversight with 38 Excavation; septic tank and septic line installation; groundwater sampling	9:00	109.00	981.00
06/10/2022	2021 Equipment Rates:Service Truck Service Truck	1	90.00	90.00
06/10/2022	2021 Equipment Rates:Photolonization Detector Photoionization Detector	1	75.00	75.00
06/10/2022	2021 Equipment Rates:Electronic Interface Probe Electronic Interface Probe	1	100.00	100.00
06/10/2022	2021 Equipment Rates:Peristaltic Sampling Pump Peristaltic Sampling Pump	1	100.00	100.00
06/10/2022	2021 Equipment	1.50	40.00	60.00

DATE	ACTIVITY	QTY	RATE	AMOUNT
	Rates:Polyethylene Tubing Polyethylene Tubing			
06/10/2022	2021 Equipment Rates:Silicon Tubing Silicon Tubing	6	4.50	27.00
06/10/2022	2021 Equipment Rates:55 Gallon Drum 55 Gallon Drum	1	65.00	65.00
06/10/2022	Tasks:Task 1 4 Bales Sorbent Pads	4	152.95	611.80
06/13/2022	2021 Employee Rates:Senior Project Manager/Senior Professional Engineer SPM under Site restoration and project comm and data reduction	2:00	152.00	304.00
06/13/2022	2021 Employee Rates:Senior Environmental Scientist II Final Backfill preparation oversight; monitoring well measurements and well box installation; site waste clean-up	8:00	109.00	872.00
06/13/2022	Road box and MW replacement materials			359.24
06/13/2022	2021 Equipment Rates:Service Truck Service Truck	1	90.00	90.00
06/14/2022	2021 Employee Rates:Senior Project Manager/Senior Professional Engineer SPM under Site restoration and project comm and data reduction	2:00	152.00	304.00
06/14/2022	2021 Employee Rates:Senior Environmental Scientist II Asphalt paving oversight	10:00	109.00	1,090.00
06/14/2022	PE Svcs under IRA SEP			655.50
06/14/2022	2021 Equipment Rates:Service Truck Service Truck	1	90.00	90.00
06/15/2022	2021 Employee Rates:Senior Project Manager/Senior Professional Engineer SPM under Site restoration and project comm and data reduction and Site visit/survey	3:00	152.00	456.00
06/15/2022	2021 Employee Rates:Senior Environmental Scientist II Hydroseeding of the grass area oversight; monitoring well surveying	8:00	109.00	872.00
06/15/2022	2021 Equipment Rates:Service	1	90.00	90.00

DATE	ACTIVITY	QTY	RATE	AMOUNT
	Truck			
	Service Truck			
06/15/2022	2021 Equipment Rates:Survey Transit	1	75.00	75.00
	Survey Transit			
06/15/2022	2021 Equipment Rates:Electronic Interface Probe	1	100.00	100.00
	Electronic Interface Probe			
06/16/2022	2021 Employee Rates:Senior Project Manager/Senior Professional Engineer	2:00	152.00	304.00
	SPM under Site restoration and project comm and data reduction			
06/16/2022	2021 Employee Rates:Senior Environmental Scientist II	8:00	109.00	872.00
	Frac-tank Pump-out and clean- out, drum disposal; and UST disposal oversight			
06/16/2022	2021 Equipment Rates:Service Truck	1	90.00	90.00
	Service Truck			
06/16/2022	2021 Equipment Rates:Electronic Interface Probe	1	100.00	100.00
	Electronic Interface Probe			
06/17/2022	2021 Employee Rates:Senior Environmental Scientist II	8:00	109.00	872.00
	Site work wrap-up and clean-up			
06/17/2022	2021 Equipment Rates:Service Truck	1	90.00	90.00
	Service Truck			
06/20/2022	2021 Employee Rates:Senior Project Manager/Senior Professional Engineer	2:00	152.00	304.00
	SPM under data reduction with SESII and frac tank demob			
06/20/2022	2021 Employee Rates:Senior Environmental Scientist II	9:00	109.00	981.00
	Site visit to oversee Frac-tank and equipment pickup by LRT; Gauging Table updates; Soil data review and table updates			
06/20/2022	Trans 188.59 tons PCS, fuel surcharge			10,025.71
06/20/2022	Env Con & frac cleaning & PCGW T&D Svcs June 16			14,433.68
06/21/2022	2021 Employee Rates:Senior Project Manager/Senior Professional Engineer	1:30	152.00	228.00
	project communications and data review			
06/21/2022	2021 Employee Rates:Senior	9:00	109.00	981.00

DATE	ACTIVITY	QTY	RATE	AMOUNT
	Environmental Scientist II			
	Site plan updates; soil and groundwater data table updates; final data review			
06/21/2022	Env. Con. Svcs Site Work; Labor & Fuel Surcharges			146,137.06
06/21/2022	Env. Con. Svcs Site Work			71,787.91
06/22/2022	LRT DH20 Rental & Demob Charges			6,076.29

Thank you for your business.

BALANCE DUE

\$386,612.93

Omni Environmental Group, LLC
 245 Lake Rd
 Ashburnham, MA 01430 US
 (978) 256-6766
 gmorand@OmniEG.com



INVOICE

BILL TO
 Town of Wilmington
 121 Glenn Road
 Wilmington, MA 01887

INVOICE # 4546
DATE 10/31/2022
DUE DATE 11/30/2022
TERMS Net 30

PROJECT NUMBER
 4283

PROJECT LOCATION
 182 Wildwood, Wilmington

DATE	ACTIVITY	QTY	RATE	AMOUNT
06/13/2022	2021 Lab Rates:EPH (GC/MS SIM) EPH (GC/MS SIM)	10	147.00	1,470.00
07/06/2022	2021 Employee Rates:LSP/Principal SPM under project comm and review of data entry and cross-sectional plan needs with SESII	2:30	175.00	437.50
07/22/2022	2021 Employee Rates:LSP/Principal Update to TOW Counsel	1:00	175.00	175.00
08/30/2022	2021 Employee Rates:Senior Environmental Scientist II prep for Site OMM	2:00	109.00	218.00
08/31/2022	2021 Employee Rates:Senior Environmental Scientist II SPM under Post Remedial OMM	2:00	109.00	218.00
08/31/2022	2021 Employee Rates:LSP/Principal LSP under OMM	1:00	175.00	175.00
08/31/2022	2021 Employee Rates:Senior Environmental Scientist II gw gauging, NAPL check, SG screening	8:00	109.00	872.00
08/31/2022	2021 Equipment Rates:Service Truck Service Truck	1	90.00	90.00
08/31/2022	2021 Equipment Rates:Electronic Interface Probe	1	100.00	100.00

DATE	ACTIVITY	QTY	RATE	AMOUNT
08/31/2022	Electronic Interface Probe 2021 Equipment Rates:Photoionization Detector Photoionization Detector	1	75.00	75.00
09/22/2022	2021 Employee Rates:Senior Environmental Scientist II Site Plan update and prep for 9/23 GWS event and lab coord. on sampling	3:00	109.00	327.00
09/23/2022	2021 Employee Rates:LSP/Principal LSP under post remedial field event	1:00	175.00	175.00
09/23/2022	2021 Employee Rates:Senior Project Manager/Senior Professional Engineer SPM under GW gauging, sampling, PID screening and field data	2:00	152.00	304.00
09/23/2022	2021 Employee Rates:Senior Environmental Scientist II SESII under groundwater gauging, low flow sampling, PID SG screening, COC/lab coordination	8:00	109.00	872.00
09/23/2022	2021 Equipment Rates:Service Truck Service Truck	1	90.00	90.00
09/23/2022	2021 Equipment Rates:Electronic Interface Probe Electronic Interface Probe	1	100.00	100.00
09/23/2022	2021 Equipment Rates:Photoionization Detector Photoionization Detector	1	75.00	75.00
09/27/2022	2021 Employee Rates:Senior Environmental Scientist II SESII under groundwater gauging, soil gas screening, COC and courier coordination	7:30	109.00	817.50
09/27/2022	2021 Employee Rates:Senior Project Manager/Senior Professional Engineer SPM associated with soil gas screening	1:45	152.00	266.00
09/27/2022	2021 Employee Rates:LSP/Principal LSP under VI	1:00	175.00	175.00
09/27/2022	2021 Equipment Rates:Service Truck Service Truck	1	90.00	90.00
09/27/2022	2021 Equipment Rates:Electronic Interface Probe	1	100.00	100.00

DATE	ACTIVITY	QTY	RATE	AMOUNT
09/27/2022	Electronic Interface Probe 2021 Equipment Rates:Photoionization Detector Photoionization Detector	1	75.00	75.00
10/07/2022	2021 Employee Rates:Senior Environmental Scientist II GW gauging & field activities	8:00	109.00	872.00
10/07/2022	2021 Employee Rates:Senior Project Manager/Senior Professional Engineer SPM under sampling	2:00	152.00	304.00
10/07/2022	2021 Employee Rates:Senior Project Manager/Senior Professional Engineer LSP under groundwater evaluation, gauging/sampling	1:00	152.00	152.00
10/07/2022	2021 Equipment Rates:Service Truck Service Truck	1	90.00	90.00
10/07/2022	2021 Equipment Rates:Electronic Interface Probe Electronic Interface Probe	1	100.00	100.00
10/07/2022	2021 Equipment Rates:Photoionization Detector Photoionization Detector	1	75.00	75.00
10/14/2022	2021 Employee Rates:Senior Environmental Scientist II SES under GW gauging, attempt to loc. missing well, SG screening, COC and lab coord.	8:00	109.00	872.00
10/14/2022	2021 Employee Rates:Senior Project Manager/Senior Professional Engineer SPM under field event for GW	2:00	152.00	304.00
10/14/2022	2021 Employee Rates:LSP/Principal LSP for sampling	1:00	175.00	175.00
10/14/2022	2021 Equipment Rates:Service Truck Service Truck	1	90.00	90.00
10/14/2022	2021 Equipment Rates:Electronic Interface Probe Electronic Interface Probe	1	100.00	100.00
10/14/2022	2021 Equipment Rates:Photoionization Detector Photoionization Detector	1	75.00	75.00
10/24/2022	2021 Employee Rates:LSP/Principal work under IRAC.PSNC	8:00	175.00	1,400.00
10/25/2022	2021 Employee Rates:LSP/Principal work under IRAC.PSNC	8:00	175.00	1,400.00

DATE	ACTIVITY	QTY	RATE	AMOUNT
10/26/2022	2021 Employee Rates:LSP/Principal work under IRAC.PSNC	8:00	175.00	1,400.00
10/26/2022	2021 Lab Rates:EPH (GC/MS SIM) EPH (GC/MS SIM)	12	147.00	1,764.00
10/27/2022	2021 Employee Rates:LSP/Principal work under IRAC.PSNC	3:00	175.00	525.00
10/27/2022	2021 Employee Rates:LSP/Principal work under IRAC.PSNC	5:00	175.00	875.00
10/28/2022	2021 Employee Rates:LSP/Principal finalize and submit IRAC.PSS	4:00	175.00	700.00
10/28/2022	PSS Fee Wildwood			1,690.50
10/31/2022	Tasks:Task 1 BOL Closure and submission	1	350.00	350.00

Thank you for your business.

BALANCE DUE

\$20,610.50

Dee-Ray Inc.
66 Adams Street
Wilmington MA 01887

INVOICE 2034

Email: chrislepore@hotmail.com
Phone: 978-658-2223

August 24, 2022

To
Wilmington Public Buildings
30 Church Street
Wilmington MA 01887

Job Location
Wildwood School

Service	Description	Qty.	Amount
Wildwood School Septic System pumped	04/25/2022	18,000 gallons	\$900.00

We apologize for the delay in billing.

APPROVED
DATE: 8/24/22
BY: [Signature]

Billing Date: 8/24/22

Invoice # 2034

T/Wilm Wildwood School

Total: \$900.00

Septic system pumped 4/25/22

Please make checks payable to Dee Ray, Inc. and return this stub to
66 Adams Street Wilmington MA 01887 with your payment.

Thank you for your business!