

U.S. Department of  
Homeland Security

**United States  
Coast Guard**



Director  
United States Coast Guard  
National Pollution Funds Center

US COAST GUARD STOP 7100  
4200 WILSON BLVD STE 1000  
ARLINGTON VA 20598-7100  
E-mail: ARL-PF-NPFCCLAIMSINFO@USCG.MIL  
Fax: 202-493-6937

5890  
27 March 2012

Sent Via Email: [REDACTED]@state.ma.us

Mass DEP  
Attn: Nick Child  
627 Main St.  
Worcester, MA 01608

Re: Claim Number E10111-0001

Dear Mr. Child:

The National Pollution Funds Center (NPFC), in accordance with the Oil Pollution Act (OPA) (33 U.S.C. 2701 et seq.), has determined that \$667,033.93 is full compensation for OPA claim number E10111-0001.

This determination is based on an analysis of the information submitted. Please see the attached determination for further details regarding the rationale for this decision.

If you accept this determination, please sign the enclosed Acceptance/Release Form where indicated and return to the above address.

If we do not receive the signed original Acceptance/Release Form within 60 days of the date of this letter, the determination is void. If the determination is accepted, an original signature and a valid DUNS number (EIN or DUNS) are required for payment. If you are a Claimant that has submitted other claims to the National Pollution Funds Center, you are required to have a valid Central Contractor Registration (CCR) record prior to payment. If you do not, you may register free of charge at [www.ccr.gov](http://www.ccr.gov). Your payment will be mailed or electronically deposited in your account within 60 days of receipt of the Release Form.

If you have any questions or would like to discuss the matter, you may contact me at the above address or by phone at 800-280-7118.

[REDACTED]  
M.G. BARTON  
Claims Manager  
U.S. Coast Guard

ENCL: Claim Summary / Determination Form  
Acceptance/Release Form  
(1) Claims Documents  
(2) NPFC Spreadsheet of costs

U.S. Department of  
Homeland Security

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Coast Guard



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Claim Number: E10111-0001	Claimant Name: Massachusetts Department of Environmental Protection Attn: Mr. Nick Child 627 Main St. Worcester, MA 01608
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I, the undersigned, ACCEPT the determination of \$667,033.93 as full compensation for the removal costs approved by the NPFC in this claim submission.

This determination represents full and final release and satisfaction of all NPFC approved removal costs under the Oil Pollution Act of 1990 (33 U.S.C. 2712(a)(4)), associated with the above referenced claim. This determination is not an admission of liability by any party. I hereby assign, transfer, and subrogate to the United States all rights, claims, interest and rights of action, that I may have against any party, person, firm or corporation that may be liable for the loss. I authorize the United States to sue, compromise or settle in my name and the United States fully substituted for me and subrogated to all of my rights arising from the incident. I warrant that no legal action has been brought regarding this matter and no settlement has been or will be made by me or any person on my behalf with any other party for costs which are the subject of the claim against the Oil Spill Liability Trust Fund (Fund).

I, the undersigned, agree that, upon acceptance of any compensation from the Fund, I will cooperate fully with the United States in any claim and/or action by the United States against any person or party to recover the compensation. The cooperation shall include, but is not limited to, immediately reimbursing the Fund any compensation received from any other source for the same claim, providing any documentation, evidence, testimony, and other support, as may be necessary for the United States to recover from any other person or party.

I, the undersigned, certify that to the best of my knowledge and belief the information contained in this claim represents all material facts and is true. I understand that misrepresentation of facts is subject to prosecution under federal law (including, but not limited to 18 U.S.C. 287 and 1001).

_____	_____
Title of Person Signing	Date of Signature
_____	_____
Typed or Printed Name of Claimant or Name of Authorized Representative	Signature

_____	_____
Title of Witness	Date of Signature
_____	_____
Typed or Printed Name of Witness	Signature

_____	_____	_____
DUNS #	Bank Routing Number	Bank Account Number

CLAIM SUMMARY / DETERMINATION FORM

Claim Number	: E10111-0001
Claimant	: Massachusetts Department of Environmental Protection
Type of Claimant	: State Agency
Type of Claim	: Removal Costs
Claim Manager	: M. G. BARTON
Amount Requested	: \$682,884.84

**FACTS:**

- 1. Oil Spill Incident:** On 11 June 2010, a citizen residing at the Cady Brook Condominium complex called in an odor complaint to the Charlton Fire Department (CFD).<sup>1</sup> CFD responded and found free product and heavy sheening in a stream and wetland area which flows into Cady Brook adjacent to the apartment buildings.<sup>2</sup> CFD deployed sorbent pads and boom and notified the Massachusetts Department of Environmental Protection (Claimant).<sup>3</sup> Claimant responded and mobilized their clean-up contractor, New England Disposal Technologies, (NEDT) to perform oil recovery operations.<sup>4</sup>

Claimant and CFD traced the source of the oil upstream to Charlton Welding and Repair Inc. located at 11 Griffin Rd and owned by Larry McKissick II.<sup>5</sup> Claimant and CFD spoke with Mr. McKissick II who stated his 7,000 gallon tanker wagon used to fuel equipment and vehicles on site was the source of the release due to vandalism prior to 0700 on 11 June 2010.<sup>6</sup> Oil released from the 7,000 gallon tanker traveled over a parking area into a drainage swale, which goes to a culvert under Route 20.<sup>7</sup> From there, the No. 2 oil traveled down a small stream into a slow moving wetland area and into a tributary of Cady Brook.<sup>8</sup> Cady Brook flows into the Quinebaug River which flows into the Thames River which flows into the Atlantic Ocean.<sup>9</sup>

On 12 June 2010, the United States Environmental Protection Agency (EPA) Federal On Scene Coordinator (FOSC) mobilized to the site coordinating and authorizing the Claimant's removal actions. The United States Environmental Protection Agency Region I directed the cleanup and removal activities for this incident. On 13 June 2010, Dan Wainberg, EPA, who served as the FOSC, requested a Federal Project Number (FPN) via the automated Ceiling and Number Assignment Processing System CANAPS.<sup>10</sup> CANAPS issued FPN number E10111 for the incident.

- 2. Description of removal actions performed:** On 11 June 2010, the Claimant and its contractor, NEDT, mobilized to the site. The Claimant coordinated with EPA, CFD,

<sup>1</sup> See Polreps #1&2 from United States Environmental Protection Agency Region I, filled out by Dan Wainberg (FOSC) dated 21 June 2010 and 30 December 2010 and MassDEP Release Amendment Forms dated 11 June 2010.

<sup>2</sup> Ibid.

<sup>3</sup> Ibid.

<sup>4</sup> Ibid.

<sup>5</sup> MassDEP Release Amendment Forms dated 11 June 2010.

<sup>6</sup> See Polreps #1&2 from United States Environmental Protection Agency Region I, filled out by Dan Wainberg (OSC) dated 21 June 2010 and 30 December 2010 and MassDEP Release Amendment Forms dated 11 June 2010.

<sup>7</sup> See Polrep I from United States Environmental Protection Agency Region I, filled out by Dan Wainberg (OSC) dated 21 June 2010.

<sup>8</sup> Ibid.

<sup>9</sup> GIS map showing path of oil release to the Thames River and onto the Atlantic Ocean.

<sup>10</sup> Extended Spill Summary Report for Data ID #785328 from EPA dated 15 June 2010.

Charlton Police Department, local and state public health departments, local conservation commission, State Fish and Wildlife and other response agencies. The Charlton Police Department was utilized for traffic control and site security.

NEDT began removal activities by deploying sorbent pads in many places and deploying containment boom to stop the progression of the oil. Vacuum trucks were deployed to skim/pump free phase oil from the stream and wetland areas impacted. Two underflow dams were constructed to create oil/water separator collection points where the vacuum trucks could pump out the contaminated water. Portions of the stream channel were lined with silt fence to protect vegetation and to ensure that stream banks were not oiled. The Claimant obtained water from the same water basin to raise the water level of the stream/wetland to flush oiled vegetation towards collection points. Oiled vegetation that was not cleaned by flushing was cut and bagged.

The Claimant repaired an underground water main pipe damaged during removal activities. Public drinking water was sampled; laboratory results indicated that there were no impacts from the oil. Outdoor and indoor samples were taken by three summa canisters, one was placed inside the Cady Brook Crossing Condominiums and the other two outside of the apartment buildings where they abutted the Brook to ensure no inhalation hazard existed. High visibility fence was installed between the stream and adjacent residences to keep children and pets out of impacted areas. Four frac tanks were brought on scene to store the contaminated water.

From 21 June through 19 July 2010, the Claimant conducted daily inspections of the site. Claimant and NEDT removed and disposed of saturated sorbent pads and boom and replaced them as necessary. Additionally, testing of the drinking water and well supplies continued to ensure both remained potable and safe. The laboratory results indicated that there was no contamination of the drinking water. Testing of the water and well supplies continued; all laboratory results indicated no contamination of the drinking water. The FOSC via email to the NPFC, states that the Claimant's removal actions "did mitigate a substantial threat to navigable waters and prevent oil from migrating downstream."<sup>11</sup>

On 19 July 2010, the RP's consultant, CMG Environmental, took over response actions from the Claimant. From 19 July through 31 December 2010, the Claimant provided oversight of CMG Environmental and the RP who were performing activities under an Immediate Response Action Plan.

#### **NOTICES:**

The FOSC issued a Notice of Federal Interest to Charlton Welding and Repair Inc. identifying that entity as the potential responsible party (RP).<sup>12</sup>

Mr. McKissick II asked the Claimant to estimate the cost to clean up the oil. The Claimant estimated that the cost was likely to exceed \$250,000.00.<sup>13</sup> Mr. McKissick II stated that he did not have the financial means to perform the cleanup.<sup>14</sup> As of the date of this determination, the RP's legal representation, Stern Shapiro Weissberg & Garin LLP, has denied designation as the RP due to the alleged fact that no oil reached Cady Brook, but only a tributary of Cady Brook.<sup>15</sup> The NPFC issued a Notice of Designation to Charlton Welding

<sup>11</sup> See email from FOSC Dan Wainberg EPA to the NPFC dated 20 August 2010.

<sup>12</sup> See Polrep I from United States Environmental Protection Agency Region I, filed out by Dan Wainberg (OSC) dated 21 June 2010.

<sup>13</sup> MassDEP Release Amendment Forms dated 11 June 2010.

<sup>14</sup> Ibid.

<sup>15</sup> Stern Shapiro Weissberg & Garin LLP letter to the NPFC dated 01 February 2012.

and Repair on 07 July 2010.<sup>16</sup> On 18 August 2010, the RP's legal representative from Bowditch and Dewey denied the designation via letter to the NPFC.<sup>17</sup> Pursuant to 33 USC 2714(c), the NPFC advertised the notice of the claims process on 26 August 2010 to the impacted community of Cady Brook Crossing Condominiums.<sup>18</sup>

3. **The Claim:** On 13 October 2011, the Claimant presented a removal cost claim to the National Pollution Funds Center (NPFC), for reimbursement of their uncompensated removal costs in the amount of \$639,628.08 for the services provided from approximately 11 June 2010 through 31 December 2010. Claimant also claimed \$43,256.76 for public services to recuperate the Claimant's labor hours while conducting removal related activities. The NPFC has re-categorized the public services claim to its more proper categorization as removal costs. Thus, the Claimant has a removal cost claim before the NPFC in the amount of \$682,884.84. A copy of the vendor rate schedule is included with this claim.

In support of this claim, the Claimant provided the supporting documentation listed in Enclosure 1.

The review of the actual cost invoicing and dailies focused on: (1) whether the actions taken were compensable "removal actions" under OPA and the claims regulations at 33 CFR 136 (e.g., actions to prevent, minimize, mitigate the effects of the incident); (2) whether the costs were incurred as a result of these actions; (3) whether the actions taken were consistent with the National Contingency Plan or directed by the FOSC, and (4) whether the costs were adequately documented.

#### **APPLICABLE LAW:**

Under OPA 90, at 33 USC § 2702(a), a responsible party for a vessel or facility from which oil is discharged or which poses a substantial threat of discharge of oil into navigable waters and adjoining shorelines is liable for removal costs and damages. Removal costs include any removal costs incurred by any person for acts taken by the person which are consistent with the National Contingency Plan". 33 USC § 2702(b)(1)(B).

Removal costs are defined as "the costs of removal that are incurred after a discharge of oil has occurred or, in any case in which there is a substantial threat of a discharge of oil, the costs to prevent, minimize, or mitigate oil pollution from an incident".

"Oil" is defined in relevant part, at 33 USC § 2701(23), to mean "oil of any kind or in any form, including petroleum, fuel oil, sludge, oil refuse, and oil mixed with wastes other than dredged spoil".

"Facility" means "any structure, group of structures, equipment, or device (other than a vessel) which is used for one or more of the following purposes: exploring for, drilling for, producing, storing, handling, transferring, processing, or transporting oil." 33 USC § 2701(9).

The Oil Spill Liability Trust Fund (OSLTF), which is administered by the NPFC, is available, pursuant to 33 USC §§ 2712(a)(4) and the OSLTF claims adjudication regulations at 33 CFR Part 136, to pay claims for uncompensated removal costs that are determined to be consistent with the National Contingency Plan and uncompensated damages.

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<sup>16</sup> NPFC designation of RP letter dated 07 July 2010.

<sup>17</sup> Bowditch and Dewey Attorneys letter dated 18 August 2010.

<sup>18</sup> NPFC's Public Notice dated 26 August 2010.

Under 33 USC §2713(b)(2) and 33 CFR 136.103(d) no claim against the OSLTF may be approved or certified for payment during the pendency of an action by the claimant in court to recover the same costs that are the subject of the claim. See also, 33 USC §2713(c) and 33 CFR 136.103(c)(2) [claimant election].

Claims for removal costs may be presented first to the Fund by the Governor of a State for removal costs incurred by that State. 33 USC § 2713(b)(1)(C).

33 U.S.C. §2713(d) provides that “If a claim is presented in accordance with this section, including a claim for interim, short-term damages representing less than the full amount of damages to which the claimant ultimately may be entitled, and full and adequate compensation is unavailable, a claim for the uncompensated damages and removal costs may be presented to the Fund.”

Under 33 CFR 136.105(a) and 136.105(e)(6), the claimant bears the burden of providing to the NPFC, all evidence, information, and documentation deemed necessary by the Director, NPFC, to support the claim.

Under 33 CFR 136.105(b) each claim must be in writing, for a sum certain for each category of uncompensated damages or removal costs resulting from an incident. In addition, under 33 CFR 136, the claimant bears the burden to prove the removal actions were reasonable in response to the scope of the oil spill incident, and the NPFC has the authority and responsibility to perform a reasonableness determination. Specifically, under 33 CFR 136.203, “a claimant must establish -

- (a) That the actions taken were necessary to prevent, minimize, or mitigate the effects of the incident;
- (b) That the removal costs were incurred as a result of these actions;
- (c) That the actions taken were determined by the FOSC to be consistent with the National Contingency Plan or were directed by the FOSC.”

Under 33 CFR 136.205 “the amount of compensation allowable is the total of uncompensated *reasonable* removal costs of actions taken that were determined by the FOSC to be consistent with the National Contingency Plan or were directed by the FOSC. Except in exceptional circumstances, removal *activities* for which costs are being claimed must have been coordinated with the FOSC.” [Emphasis added].

### **DETERMINATION OF LOSS:**

#### **A. Overview:**

1. FOSC coordination has been established via US EPA Region I.<sup>19</sup>
2. The incident involved the report of a discharge and substantial threat of discharge of “oil” as defined in OPA 90, 33 U.S.C. § 2701(23), to navigable waters.
3. In accordance with 33 CFR § 136.105(e)(12), the claimant has certified no suit has been filed in court for the claimed uncompensated removal costs.
4. The claim was submitted within the six year period of limitations for claims. 33 U.S.C. § 2712(h)(1)
5. The NPFC Claims Manager has thoroughly reviewed all documentation submitted with the claim and determined that the majority of removal costs presented were for actions in

<sup>19</sup> See Polreps #1&2 from United States Environmental Protection Agency Region I, filled out by Dan Wainberg (FOSC) dated 21 June 2010 and 30 December 2010.

accordance with the NCP, and if the costs for these actions were indeed reasonable and allowable under OPA and 33 CFR § 136.205.

**B. Analysis:**

NPFC CA reviewed the actual cost invoices and dailies to confirm that the claimant had incurred all costs claimed. The review focused on: (1) whether the actions taken were compensable “removal actions” under OPA and the claims regulations at 33 CFR 136 (e.g., actions to prevent, minimize, mitigate the effects of the incident); (2) whether the costs were incurred as a result of these actions; (3) whether the actions taken were determined by the FOOSC to be consistent with the NCP or directed by the FOOSC, and (4) whether the costs were adequately documented and reasonable.

Upon review of the claim submission, the NPFC has determined that the costs presented and incurred were billed in accordance with the rate schedule and determined reasonable at the time services were rendered. The NPFC also determined that the actions taken by the Claimant and its contractor were reasonable and necessary in order to mitigate the discharge and continuing threat of discharge to the environment. The analytical results corroborate the presence of oil contamination. Proper disposal has been performed and documented. The Claimant provided an itemized spreadsheet of billable hours for its internal staff.<sup>20</sup> The rates have three components, direct rate, overhead rate, and fringe rate. Claimant provided a rate calculation sheet showing the calculations for fringe and direct rates.<sup>21</sup>

The NPFC has denied **\$12,924.46** for indirect/overhead costs<sup>22</sup>; we cannot approve unsubstantiated indirect/overhead costs per line item as charged in this claim, as this is considered an improper use of the Oil Spill Liability Trust Fund (OSLTF). See 33 CFR §136.105(e)(6).

The NPFC has denied the billable hours for codes 410 and 420 in the amount of **\$1,333.86**<sup>23</sup> because the actions are not associated with the removal of oil but rather enforcement and compliance regarding the Potential Responsible Party.<sup>24</sup>

The NPFC has denied the billable hours for duplicative preparation and finalization of the factual chronologies for the dates of 03 August through 09 October 2010 in the amount of **\$1,592.59**.<sup>2526</sup>

On that basis, the Claims Manager hereby determines that the Claimant did in fact incur **\$667,033.93**<sup>27</sup> of uncompensated removal costs and that that amount is payable by the OSLTF as full compensation for the reimbursable removal costs incurred by the Claimant and presented to the NPFC under claim E10111-0001. The Claimant states that all costs claimed are for uncompensated removal costs incurred by the Claimant for this incident from approximately 11 June 2010 through 31 December 2010. The Claimant represents that \$667,033.93 of the costs paid by the Claimant are compensable removal costs, payable by the OSLTF as presented by the Claimant.

<sup>20</sup> Report from Claimant itemizing the hours spent by internal employees between the dates of 06 June 2010 through 06 October 2010.

<sup>21</sup> Mass DEPs rates calculation document.

<sup>22</sup> See Encl (2) NPFC spreadsheet of costs.

<sup>23</sup> Id.

<sup>24</sup> See codes and description on Report from Claimant itemizing the hours spent by internal employees between the dates of 06 June 2010 through 06 October 2010 and explanation attached.

<sup>25</sup> Work done by legal staff from 03 August through 09 October 2010.

<sup>26</sup> See Encl (2) NPFC spreadsheet of costs.

<sup>27</sup> Claimed amount of \$682,884.84 minus denials of \$15,850.91 equals \$667,033.93.

C. *Determined A*

Claim Supervisor:

Date of Supervisor's review: *3/27/12*

Supervisor Action: *Approved*

Supervisor's Comments:

## Enclosure 1

**Claim #E10111-0001**

### Documents Originally Provided Dated 13 October 2011

- 1) 1.0 Table of Contents
- 2) 2.0 General Information
- 3) 2.1 Optional OSLTF Claim Form (Removal costs \$639,628.08, Public Services \$43,256.76, Total \$682,884.84)
- 4) 2.2 Identification of Potentially Responsible Party(s)
- 5) 2.3 Mass DEP Release Log Form and Attachments (Preparer of all forms from Mass DEP staff: Kevin W. Daoust)
  - a) 6/11/10 5:58pm (assign a release tracking number to a release or TOR report)
  - b) 6/11/10 6:35pm (Record an initial compliance field response - Unannounced (on seen observations recorded))
  - c) 6/12/10 6:55am (Record a field response – Direct oversight (on seen activities recorded))
  - d) 6/13/10 8:00am (Record a field response – Direct oversight (on seen activities recorded))
  - e) 6/14/10 1:00pm (Record a field response – Direct oversight (on seen activities recorded))
  - f) 6/15/10 8:30am (Record a field response – Direct oversight (on seen activities recorded))
  - g) 6/16/10 8:40am (Record a field response – Direct oversight (on seen activities recorded))
  - h) 6/17/10 8:33am (Record a field response – Direct oversight (on seen activities recorded))
  - i) 6/18/10 8:40am (Record a field response – Direct oversight (on seen activities recorded))
  - j) 6/21/10 9:00am (Record a field response – Direct oversight (on seen activities recorded))
  - k) 6/22/10 8:35am (Record a field response – Direct oversight (on seen activities recorded))
  - l) 6/23/10 8:35am (Record a field response – Direct oversight (on seen activities recorded))
  - m) 6/24/10 8:35am (Record a field response – Direct oversight (on seen activities recorded))
  - n) 6/25/10 8:35am (Record a field response – Direct oversight (on seen activities recorded))
  - o) 6/30/10 4:30pm (Record a compliance field response – Unannounced (on seen activities recorded))
  - p) 7/1/10 1:03pm (Record a follow-up office response (on seen activities recorded)) 7/2/10 4:25pm (Record a follow-up office response (on seen activities recorded))
  - q) 7/3/10 11:07am (Record a follow-up office response (on seen activities recorded))
  - r) 7/4/10 (Record a follow-up office response (on seen activities recorded))

- s) 7/5/10 9:35am (Record a follow-up office response (on seen activities recorded))
- t) 7/6/10 1:25pm (Record a follow-up office response (on seen activities recorded))
- u) 7/7/10 8:45am (Record a follow-up office response (on seen activities recorded))
- v) 7/8/10 3:43pm (Record a follow-up office response (on seen activities recorded))
- w) 7/9/10 9:55am (Record a follow-up office response (on seen activities recorded))
- x) 7/10/10 9:45am (Record a follow-up office response (on seen activities recorded))
- y) 7/11/10 9:15am (Record a field response – Direct oversight (on seen activities recorded))
- z) 7/12/10 4:15pm (Record a field response – Direct oversight (on seen activities recorded))
- aa) 7/13/10 (Record a compliance field response – Unannounced (on seen activities recorded))
- bb) 7/13/10 11:00am (Record a compliance field response – Unannounced (on seen activities recorded))
- cc) 7/14/10 8:35am (Record a compliance field response – Unannounced (on seen activities recorded))
- dd) 7/15/10 4:15pm (Record a compliance field response – Unannounced (on seen activities recorded))
- ee) 7/16/10 12:10pm (Record a compliance field response – Unannounced (on seen activities recorded))
- ff) 7/17/10 10:25am (Record a compliance field response – Unannounced (on seen activities recorded))
- gg) 7/18/10 9:45am (Record a compliance field response – Unannounced (on seen activities recorded))
- hh) 7/19/10 11:00am (Record a compliance field response – Unannounced (on seen activities recorded))
- ii) 7/20/10 1:55pm (Record a compliance field response – Unannounced (on seen activities recorded))
- jj) 7/22/10 2:00pm (Record a field response – Direct oversight (on seen activities recorded))
- kk) 7/23/10 11:05am (Record a compliance field response – Announced (on seen activities recorded))
- ll) 8/3/10 8:45am (Record a compliance field response – Announced (on seen activities recorded))
- mm) 8/3/10 11:00am Record a follow-up office response and Correct or add data to WSC database
- nn) 8/6/10 3:30pm Record a follow-up office response
- oo) 8/13/10 11:20am Record a follow-up office response
- pp) 8/17/10 4:10pm (Record a compliance field response – Unannounced (on seen activities recorded))
- qq) 8/20/10 9:20pm Record a follow-up office response
- rr) 8/20/10 12:25pm Record a follow-up office response
- ss) 9/9/10 10:45am Record a follow-up office response
- tt) 11/23/10 10:45am (Record a compliance field response – Unannounced (on seen activities recorded))

- uu) 3/8/11 8:30am (Record a compliance field response – Announced (on seen activities recorded))
- vv) 4/4/11 10:00am Record a follow-up office response
- 6) 2.3 continued Mass DEP Release Log Form and Attachments (Preparer of all forms from Mass DEP staff: Nicholas J. Child)
  - a) 6/11/10 6:30pm (Record an initial compliance field response - Unannounced (on seen observations recorded 7 documents prepared 6:31pm to 6:40pm))
  - b) 6/12/10 7:00am (Record an initial compliance field response - Unannounced (on seen observations recorded 2 documents prepared 7:00am to 7:10am))
  - c) 6/13/10 7:00am (Record an initial compliance field response - Unannounced (on seen observations recorded 3 documents prepared 7:00am to 7:20am))
  - d) 6/14/10 8:00am (Record an initial compliance field response - Unannounced (on seen observations recorded 2 documents prepared 8:00am to 3:00pm))
  - e) 6/15/10 3:45pm Record a follow-up or other field response
  - f) 6/16/10 3:00pm Record a follow-up or other field response
  - g) 6/17/10 3:30pm Record a follow-up or other field response
  - h) 6/18/10 3:00pm Record a follow-up or other field response
  - i) 6/18/10 4:00pm Record a follow-up or other field response
  - j) 6/20/10 3:00pm Record a field response – Direct oversight
  - k) 6/23/10 3:00pm Record a follow-up or other field response
  - l) 6/23/10 3:00pm Record a follow-up or other field response
  - m) 6/23/10 3:35pm Record a follow-up or other field response
  - n) 6/24/10 10:00am Record a follow-up or other field response
  - o) 6/25/10 10:00am Record a follow-up or other field response
  - p) 6/29/10 10:00am Record a follow-up or other field response
  - q) 7/2/10 4:00pm Record a follow-up office response
  - r) 7/6/10 10:54am Record a follow-up office response
  - s) 7/13/10 4:00pm Record a follow-up office response
  - t) 7/13/10 6:00pm Record a follow-up or other field response
  - u) 7/28/10 9:40am Record a compliance field response – Unannounced
  - v) 8/3/10 10:00am Record a follow-up office response
- 7) 2.4 Site Map for Cady Brook Tributary Diesel Release (2 maps)
- 8) 2.5 Sampling Location Map (2 maps)
- 9) 2.6 Laboratory Analysis References (5 Laboratory analysis performed)
- 10) 2.7 Newspaper and Media Articles
  - a) “Large oil spill in Charlton” 12 June 2010 Worcester Telegram & Gazette
  - b) “Charlton diesel spill likely from tanker” 13 June 2010 Worcester Telegram & Gazette
  - c) “3,000 gallons later” 15 June 2010 Worcester Telegram & Gazette
  - d) “Success uneven in the recovery of fuel” 16 June 2010 Worcester Telegram & Gazette
  - e) “Battle goes on” 16 June 2010 Worcester Telegram & Gazette
  - f) “DEP orders wells tested in fuel spill” 17 June 2010 Worcester Telegram & Gazette
  - g) “With quick cleanup, wildlife catch a break after oil spill” 18 June 2010 Worcester Telegram & Gazette
  - h) “Resident smelled fumes long before spill report” 19 June 2010 Worcester Telegram & Gazette

- i) "Owner of leaking tanker did not have permit" 22 June 2010 Worcester Telegram & Gazette
  - j) "Owner can't afford cleanup" 05 July 2010 Worcester Telegram & Gazette
  - k) "Business cited by state for spill" 03 August 2010 Worcester Telegram & Gazette
- 11) 2.8 Immediate Response Action (IRA) Plan, Submitted to Mass DEP by PRP (16 page plan prepared by CMG Environmental, Inc. 22 July 2010)
- a) Figure 1 - Site location map
  - b) Figure 2 - 500' Radius of surface spill
  - c) Figure 2b - 500' Radius of impacted wetlands
  - d) Figure 3 - Priority resource map
  - e) Table 1 - Drinking water results
  - f) Table 2 - Soil & sediment quality data
- 12) 2.9 Photographs on DVD labeled "11 Griffin Rd. Charlton MA Cady Brook Tributary Diesel fuel Release Pictures
- 13) 3.0 Witness Statements
- a) 3.1 US EPA Pollution Report dated 30 December 2011 for the period of 21 June 2010 through 31 December 2010 prepared by Dan Wainberg OSC
  - b) 3.2 Charlton Fire Department Incident Narrative dated 15 June 2010 from Capt. Edward Knopf (unsigned)
- 14) 4.1 Notice of Responsibility sent to Charlton Welding and Repair Inc. from Nicholas J. Child Section Chief, Emergency Response Bureau of Waste Site Cleanup dated 01 July 2010
- 15) 4.2 Notice of Response Action to Charlton Welding and Repair, Inc., PCK Realty, LLC, and Larry D. McKisick II from DEP Mary Gardner Deputy Regional Director Bureau of Waste Site Cleanup dated 01 July 2010
- 16) 4.3 Request for Information to Charlton Welding & Repair Inc., PCK Realty LLC, and Larry D. McKisick II from DEP Nicholas J. Child Section Chief, Emergency Response Bureau of Waste Site Cleanup dated 06 July 2010
- 17) 4.4 Immediate Response Action plan Approval to Charlton Welding & Repair Inc. Attn Larry McKisick II President from DEP Nicholas Child Section Chief, Emergency Response Bureau of Waste Site Cleanup dated 10 March 2011
- 18) 4.5 One-year Reminder Letter to Charlton Welding and Repair Inc. and Larry McKisick II from DEP Matthew G. Fitzpatrick, Branch Chief Audits/Site Management Central regional Office Bureau Waste Site Cleanup dated 06 April 2011
- 19) 4.6 Invoices Issued to Potentially Responsible Party(s) (PRPs) addressed to Mr. McKisick, Charlton Welding and Repair Inc. and PCK Realty LLC from DEP Marc C. Collins Cost Recovery, Fees & Revenue Section Division of Technical & Financial Support Bureau of Waste Site Cleanup
- a) Cost Recovery Invoice for 11 June 2010 through 06 October 2010 dated 16 November 2010 for \$682,884.84
  - b) Cost Recovery Invoice for 11 June 2010 through 06 October 2010 dated 19 January 2011 for \$682,884.84
  - c) Cost Recovery Invoice for 11 June 2010 through 06 October 2010 dated 15 February 2011 for \$682,884.84
  - d) Cost Recovery Invoice for 11 June 2010 through 06 October 2010 dated 18 March 2011 for \$682,884.84
  - e) Cost Recovery Invoice for 11 June 2010 through 06 October 2010 dated 16 April 2011 for \$682,884.84
- 20) Cover sheet for nine invoices from 11 June 2010 through 30 August 2010 allegedly paid to New England Technologies Inc. billed to Mass DEP then billed to Charlton Welding totaling \$552,178.91

- 21) Invoice #21624 dated 30 June 2010 for \$552,178.91 with accompanying excel spreadsheet itemizing costs for 11 June through 25 June 2010 totaling \$552,178.91
- A) Mass DEP Emergency Response/IRA Support Services Contract for 11 June 2010 prepared by Nick Child
    - a) Invoice for Spectrum Analytical Inc. dated 24 June 2010 and accompanying chain of custody record and laboratory report
    - b) Invoice for Charlton Police Dept. dated 15 June 2010 for work performed 12 June 2010
    - c) Invoice for Baker Corp dated 21 June 2010 for work performed 12 June 2010
  - B) Mass DEP Emergency Response/IRA Support Services Contract for 12 June 2010 prepared by Nick Child
    - a) Invoice for Vexor Technology Inc. for a uniform hazardous waste manifest dated 22 June 2010 for work performed 12 June 2010
    - b) Invoice for A-1 Septic Services dated 11 June 2010 for work performed 12 June 2010
    - c) Receipts from Home Depot dated 12 June 2010
    - d) Invoice for Bigelow Products for shipments made 12 June 2010
    - e) Invoice for Needham Industrial Sales, Inc. for work performed 12 June 2010
    - f) Invoice for Spectrum Analytical Inc. dated 24 June 2010 and accompanying chain of custody record and laboratory report
    - g) Second Invoice for Spectrum Analytical Inc. dated 24 June 2010 and accompanying chain of custody record and laboratory report
  - C) Mass DEP Emergency Response/IRA Support Services Contract for 13 June 2010 prepared by Nick Child
    - a) Invoice for Needham Industrial Sales Inc. for work performed 13 June 2010
    - b) Invoice for Charlton Police Dept. dated 21 June 2010 for work performed 13 June 2010
    - c) Invoice for Charlton Police Dept. dated 15 June 2010 for work performed 12 & 13 June 2010
  - D) Mass DEP Emergency Response/IRA Support Services Contract for 14 June 2010 prepared by Nick Child
    - a) Invoice for Baker Corp dated 21 June 2010 for work done 14 June 2010
    - b) Invoice for Charlton Police Dept. dated 21 June 2010 for work performed 14 June 2010
    - c) Invoice for Baker Corp dated 21 June 2010 for work performed 12 June 2010 through 14 June 2010
    - d) Invoice for Alpine Industrial Inc. dated 14 June 2010
    - e) Invoice for Auburn Winwater Works Co. dated 14 June 2010
    - f) Invoice for AHH Harris dated 14 June 2010
    - g) Invoice for Larry's Landscape Supply, Inc. dated 14 June 2010
    - h) Invoice for Needham Industrial Sales dated 14 June 2010
  - E) Mass DEP Emergency Response/IRA Support Services Contract for 15 June 2010 prepared by Nick Child
    - a) Invoice for Charlton Police Dept. dated 21 June 2010 for work performed 15 June 2010
    - b) Invoice for JP Noonan Transportation Inc. dated 15 June 2010
    - c) Second invoice for JP Noonan Transportation Inc. dated 15 June 2010

- F) Mass DEP Emergency Response/IRA Support Services Contract for 16 June 2010 prepared by Nick Child
  - a) Invoice for Baker Corp dated 21 June 2010 for work performed 16 June 2010
  - b) Invoice for Charlton Police Dept. dated 21 June 2010 for work performed 16 June 2010
  - c) Invoice for A-1 Septic Service dated 17 June 2010 for services provided 16 June 2010
  - d) Invoice for United Rentals dated 16 June 2010
  - e) Invoice for JP Noonan Transportation dated 16 June 2010
  - f) Second invoice for JP Noonan Transportation dated 16 June 2010
- G) Mass DEP Emergency Response/IRA Support Services Contract for 17 June 2010 prepared by Nick Child
  - a) Invoice for Cyn Oil Corporation for Uniform Hazardous Waste Manifest dated 17 June 2010
  - b) Invoice for Charlton Police Dept. dated 21 June 2010 for work performed 17 June 2010
  - c) Invoice JP Noonan Transportation dated 17 June 2010
  - d) Second invoice JP Noonan Transportation dated 17 June 2010
  - e) Third invoice JP Noonan Transportation dated 17 June 2010
  - f) Invoice for A-1 Septic Service dated 17 June 2010
  - g) Invoice for AHH Harris dated 17 June 2010
  - h) Receipts from Home Depot dated 17 June 2010
  - i) Invoice for Alpine Industrial, Inc. dated 17 June 2010
- H) Mass DEP Emergency Response/IRA Support Services Contract for 18 June 2010 prepared by Nick Child
  - a) Invoice for A-1 Septic Service dated 25 June 2010 for work performed 18 June 2010 through 23 June 2010
  - b) Invoice for Charlton Police Dept. dated 27 June 2010 for work performed 18 June 2010
  - c) Invoice for JP Noonan Transportation dated 18 June 2010
  - d) Second invoice for JP Noonan Transportation dated 18 June 2010
  - e) Invoice for Cyn Oil Corporation for Uniform Hazardous Waste Manifest dated 18 June 2010
  - f) Invoice for Spectrum Analytical Inc. dated 24 June 2010 and accompanying chain of custody record and laboratory report
- I) Mass DEP Emergency Response/IRA Support Services Contract for 19 June 2010 prepared by Nick Child
  - a) NO DOCUMENTS OR INVOICES
- J) Mass DEP Emergency Response/IRA Support Services Contract for 20 June 2010 prepared by Nick Child
  - a) Invoice for Charlton Police Dept. dated 21 June 2010 for work performed 20 June 2010
- K) Mass DEP Emergency Response/IRA Support Services Contract for 21 June 2010 prepared by Nick Child
  - a) Invoice for Needham Industrial Sales dated 20 June 2010 delivered 21 June 2010
  - b) Invoice for JP Noonan Transportation dated 21 June 2010
  - c) Second invoice for JP Noonan Transportation dated 21 June 2010
  - d) Invoice for Charlton Police Dept. dated 27 June 2010 for work performed 21 June 2010

- e) Invoice for Cyn Oil Corporation for Uniform Hazardous Waste Manifest dated 21 June 2010
- L) Mass DEP Emergency Response/IRA Support Services Contract for 22 June 2010 prepared by Nick Child
  - a) Invoice for JP Noonan Transportation dated 22 June 2010
  - b) Invoice for Charlton Police Dept. dated 27 June 2010 for work performed 22 June 2010
  - c) Receipts for Howlett Lumber dated 22 June 2010
  - d) Invoice for Cyn Oil Corporation for Uniform Hazardous Waste Manifest dated 22 June 2010
  - e) Invoice for Needham Industrial Sales dated 21 June 2010 delivered 22 June 2010
- M) Mass DEP Emergency Response/IRA Support Services Contract for 23 June 2010 prepared by Nick Child
  - a) Invoice for JP Noonan Transportation dated 23 June 2010
  - b) Second invoice for JP Noonan Transportation dated 23 June 2010
  - c) Invoice for Needham Industrial Sales dated 21 June 2010 delivered 23 June 2010
  - d) Invoice for Cyn Oil Corporation for Uniform Hazardous Waste Manifest dated 23 June 2010
- N) Mass DEP Emergency Response/IRA Support Services Contract for 24 June 2010 prepared by Nick Child
  - a) Invoice for Cyn Oil Corporation for Uniform Hazardous Waste Manifest dated 24 June 2010
  - b) Invoice for JP Noonan Transportation dated 24 June 2010
  - c) Invoice for A-1 Septic Service dated 25 June 2010 for work performed 18 June 2010 through 23 June 2010
  - d) Invoice for OBER dated 23 June 2010
  - e) Invoice for Needham Industrial Sales dated 23 June 2010 delivered 24 June 2010
  - f) Invoice for Charlton Hazardous Waste dated 29 June 2010
- O) Mass DEP Emergency Response/IRA Support Services Contract for 25 June 2010 prepared by Nick Child
  - a) Invoice for Cyn Oil Corporation for Uniform Hazardous Waste Manifest dated 25 June 2010
  - b) Invoice via email from The Eagle Leasing Company dated 25 June 2010
- 22) Invoice #21629 dated 30 June 2010 for \$40,121.45 with accompanying excel spreadsheet itemizing costs for 28 June through 30 June 2010 totaling \$40,121.45
  - A) Mass DEP Emergency Response/IRA Support Services Contract for 28 June 2010 prepared by Nick Child
    - a) Invoice for Cyn Oil Corporation for Uniform Hazardous Waste Manifest dated 28 June 2010
  - B) Mass DEP Emergency Response/IRA Support Services Contract for 29 June 2010 prepared by Nick Child
    - a) Invoice for Baker Corp dated 30 June 2010 for work performed 29 June 2010
    - b) Invoice for Cyn Oil Corporation for Uniform Hazardous Waste Manifest dated 29 June 2010
    - c) Mass DEP Bill of Lading dated 24 June 2010
    - d) Second Mass DEP Bill of Lading dated 24 June 2010
    - e) Invoice for Waste Management dated 29 June 2010

- f) Second invoice for Waste Management dated 29 June 2010
- C) Mass DEP Emergency Response/IRA Support Services Contract for 30 June 2010 prepared by Nick Child
  - a) Invoice for Cyn Oil Corporation for Uniform Hazardous Waste Manifest dated 30 June 2010
  - b) Mass DEP Bill of Lading dated 24 June 2010
  - c) Second Mass DEP Bill of Lading dated 24 June 2010
  - d) Invoice for Waste Management dated 30 June 2010
  - e) Invoice for United Rentals dated 25 June 2010 for rental from 16 June 2010 through 25 June 2010
- 23) Invoice #21680 dated 14 July 2010 for \$18,425.35 with accompanying excel spreadsheet itemizing costs for 26 June through 06 July 2010 totaling \$18,425.35
  - A) Mass DEP Emergency Response/IRA Support Services Contract for 01 July 2010 prepared by Nick Child
    - a) Invoice for Waste Management dated 01 July 2010
    - b) Second invoice for Waste Management dated 01 July 2010
    - c) Mass DEP Bill of Lading dated 24 June 2010 for shipment on 01 July 2010
    - d) Second Mass DEP Bill of Lading dated 24 June 2010 for shipment on 01 July 2010
    - e) Invoice for Cyn Oil Corporation for Uniform Hazardous Waste Manifest dated 01 July 2010
  - B) Mass DEP Emergency Response/IRA Support Services Contract for 02 July 2010 prepared by Nick Child
    - a) Invoice for Waste Management dated 02 July 2010
    - b) Second invoice for Waste Management dated 02 July 2010
    - c) Invoice for Vexor Technology Inc. for Uniform Hazardous Waste Manifest dated 02 July 2010
    - d) Mass DEP Bill of Lading dated 24 June 2010 for shipment on 02 July 2010
    - e) Second Mass DEP Bill of Lading dated 24 June 2010 for shipment on 02 July 2010
    - f) Invoice for Baker Corp dated 06 July 2010 for work performed 02 July 2010
  - C) Mass DEP Emergency Response/IRA Support Services Contract for 06 July 2010 prepared by Nick Child
    - a) Invoice for Waste Management dated 06 July 2010
    - b) Mass DEP Bill of Lading dated 24 June 2010 for shipment on 06 July 2010
    - c) Invoice for Cyn Oil Corporation for Uniform Hazardous Waste Manifest dated 02 July 2010
- 24) Invoice #21712 dated 19 July 2010 for \$6,344.31 with accompanying excel spreadsheet itemizing costs for 09 July totaling \$6,344.31
  - A) Mass DEP Emergency Response/IRA Support Services Contract for 09 July 2010 prepared by Nick Child
    - a) Receipts for Charlton Landscape Supply dated 09 July 2010
    - b) Invoice for Vexor Technology Inc. for Uniform Hazardous Waste Manifest dated 09 July 2010
- 25) Invoice #21761 dated 31 July 2010 for \$3,983.51 with accompanying excel spreadsheet itemizing costs for 13 July through 30 July 2010 totaling \$3,983.51
  - A) Mass DEP Emergency Response/IRA Support Services Contract for 13 July 2010 prepared by Nick Child

- a) Invoice for Vexor Technology Inc. for Uniform Hazardous Waste Manifest dated 13 July 2010
- B) Mass DEP Emergency Response/IRA Support Services Contract for 16 July 2010 prepared by Nick Child
  - a) Invoice for Vexor Technology Inc. for Uniform Hazardous Waste Manifest dated 16 July 2010
- C) Mass DEP Emergency Response/IRA Support Services Contract for 20 July 2010 prepared by Nick Child
  - a) No supporting documents
- D) Mass DEP Emergency Response/IRA Support Services Contract for 22 July 2010 prepared by Nick Child
  - a) Invoice for Spectrum Analytical Inc. dated 29 July 2010 and accompanying partial laboratory report
  - b) 2007 W-9 from Ron Gauthier Excavating dated 22 July 2010
  - c) Accord Certificate of Liability Insurance dated 20 July 2010
  - d) Accord Certificate of Liability Insurance dated 21 July 2010
  - e) Accord Certificate of Liability Insurance dated 22 July 2010
  - f) Accord Certificate of Liability Insurance dated 27 July 2010
  - g) Town of Charlton Application for Trench, Road Opening, Septic, Sewer & Water Work dated 28 June 2010
  - h) License Permit Bond dated 20 June 2010
  - i) NGM Insurance Company Power of Attorney Letter dated 30 June 2010
  - j) 2007 W-9 from Dennis W Diroll dated 20 June 2010
  - k) 2007 W-9 from Clifford Stonz dated 27 July 2010
  - l) 2007 W-9 from Steven Burlingame dated 20 July 2010
  - m) Email from Nick Child to Mike Robertson dated 28 July 2010
  - n) New England Disposal Technologies Waiver of Lien/Waiver of Liability undated and unsigned
- E) Mass DEP Emergency Response/IRA Support Services Contract for 28 July 2010 prepared by Nick Child
- 26) Invoice #21826 dated 12 August 2010 for \$2,457.00 with accompanying excel spreadsheet itemizing costs for River Containment Boom totaling \$2,457.00
  - A) Mass DEP Emergency Response/IRA Support Services Contract for 05 August 2010 prepared by Nick Child
    - a) Invoice for Vexor Technology Inc. for Uniform Hazardous Waste Manifest dated 13 July 2010
- 27) Invoice #21929 dated 02 September 2010 for \$21,430.41 with accompanying excel spreadsheet itemizing costs for cleaning and removing debris, restoration and asphalt paving, excavation/backhoe work, and excavator work totaling \$21,430.41
  - A) Email from Daniel Wainberg EPA to Nick Child DEP dated 01 July 2010
  - B) Email from Daniel Wainberg EPA to Robert Rioux dated 01 July 2010
  - C) Mass DEP Emergency Response/IRA Support Services Contract for 25 June 2010 through 02 July 2010 prepared by Nick Child
  - D) Mass DEP Emergency Response/IRA Support Services Contract for 27 August 2010 prepared by Nick Child
    - a) Invoice for CPS Enterprises dated 03 July 2010
    - b) Check from NEDT for \$300.00 to CPS Enterprises
    - c) Letter to NEDT Inc. from CPS Enterprises for execution of Waiver of Lien/Waiver of Liability
    - d) NEDT Waiver of Lien/Waiver of Liability made 27 August 2010 between NEDT and Clifford P Stone

- e) NEDT Waiver of Lien/Waiver of Liability made 27 August 2010 between NEDT and Dennis Divoll
  - f) Invoice from DWD Construction dated 01 July 2010
  - g) Check from NEDT Inc. for \$4,000.00 to DWD Construction
  - h) Invoice for Gauthier Excavating dated 08 July 2010
  - i) Check from NEDT Inc. for \$12,640.63 to Gauthier Excavating
  - j) NEDT Waiver of Lien/Waiver of Liability made 30 August 2010 between NEDT and Ronald Gauthier
  - k) Invoice from SJB Construction dated 25 June 2010
  - l) Check from NEDT Inc. for \$3,380.00 to SJB Construction
  - m) NEDT Waiver of Lien/Waiver of Liability made 27 August 2010 between NEDT and Seven Burlingame
- 28) Invoice #21943 dated 08 September 2010 for \$3,234.00 with accompanying excel spreadsheet itemizing costs for LaFramboise Water Service totaling \$3,234.00
- A) Mass DEP Emergency Response/IRA Support Services Contract for 12 June 2010 through 04 August 2010 prepared by Nick Child
    - a) Invoice for LaFramboise Millennium Water LLC dated 30 August 2010
    - b) Second invoice for LaFramboise Millennium Water LLC dated 30 August 2010
    - c) Four Millennium Water LLC Invoices for Cady Brook Crossing Condominiums
    - d) Invoice for Spectrum Analytical Inc. dated 15 June 2010 and accompanying partial laboratory report and Chain of Custody Record
    - e) Phoenix Environmental Laboratories, Inc. memo to Jimmy Majewski at Millennium Water
- 29) 5.2 Rate Schedule for New England Disposal Technologies, Inc. dated 02 December 2004 (14 pages)
- 30) 5.3 Mass DEP invoice adjustments
- A) Mass DEP adjustment for labor in the amount of \$168.75 for 09 July 2010
  - B) Mass DEP adjustment for travel in the amount of \$168.74 for 13 and 16 July 2010
  - C) Itemized invoice to NEDT DEP
- 31) 6.2 Mass DEP report containing cost items incurred between 11 June 2010 and 06 October 2010
- 32) 6.3 Mass DEP rates calculation and supporting documentation

### **Supplemental Documentation Provided**

- 1) Site Map showing the path of the oil from Griffin Rd to the Atlantic Ocean
- 2) Article from highbeam.com dated 16 June 2010 titled "Battle goes on; Officials continue diesel fuel cleanup around the clock.
- 3) Polrep #1 dated 21 June 2010 prepared by Dan Wainberg, OSC
- 4) Polrep #2 dated 30 December 2011 prepared by Dan Wainberg, OSC
- 5) Notification of Federal Interest dated 12 June 2010 prepared by Dan Wainberg OSC to Charlton Welding and Repair Inc. (signed by Larry McKissick President of Charlton Welding and Repair Inc.)
- 6) Extended Spill Summary Report dated 15 June 2010 from the EPA
- 7) Email from Dan Wainberg to the NPFC dated 20 August 2010 regarding the mitigation of a substantial threat to a navigable waterway.
- 8) Email from Dan Wainberg to the NPFC dated 01 July 2010 regarding the repair of a broken water main pipe used during the removal activities.

- 9) CANAPS transaction, issuing FPN #E10111
- 10) Spreadsheets in excel format
- 11) Mass DEP rate schedule for contractors.
- 12) Invoice and Spreadsheet adjustments.
- 13) Affidavit from Julie Grant at Mass DEP stating she audited and submitted for payment nine invoices in the amount of \$639,628.08.

**Response to NPFC's Request for Additional Information 19 January 2012**

- 1) Answers to NPFC's request for additional information received 09 February 2012.
- 2) Email from Mass DEP dated 24 August 2010 regarding the adjustments for NEDT vacuum trucks.
- 3) Adjustments for box trucks and operator
- 4) United Rentals Invoice 88178744-001 dated 25 June 2010
- 5) Alpine Industrial Inc. invoice 473842 dated 14 June 2010
- 6) Auburn Winwater Works Co invoice 027649 dated 14 June 2010
- 7) AHH Harris invoice 1685772 dated 14 June 2010
- 8) Larry's Landscape Supply Inc. receipt to NEDT dated 14 June 2010
- 9) BakerCorp invoice 1284292-001 dated 21 June 2010
- 10) The Home Depot receipt dated 17 June 2010
- 11) Waste Management invoice 682687 dated 01 July 2010
- 12) Mass DEP bill of lading 490 dated 01 July 2010
- 13) Email from Dan Wainberg OSC for EPA to Mass DEP dated 27 January 2012 regarding approval of methodology using the fire department for removal actions.
- 14) Charlton Police Department affidavit, stating work was done off regular hours at the request of NEDT and Mass DEP for site security and protecting removal personnel and equipment.
- 15) Contract for Mass DEP and its contractors.
- 16) Explanation letters from personnel from Mass DEP regarding their hours and work performed.