

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re:	:	Chapter 11
	:	
BURGESS BIOPOWER, LLC, <i>et al.</i> , ¹	:	Case No. 24-10235 (LSS)
	:	(Jointly Administered)
Debtors.	:	
	:	Re: D.I. 11, 17, 46, & 114
	:	

**DECLARATION OF DEAN VOMERO IN SUPPORT
OF THE DEBTORS’ REPLY TO THE OBJECTION OF PUBLIC SERVICE COMPANY
OF NEW HAMPSHIRE TO (1) MOTION OF THE DEBTORS FOR ENTRY OF
INTERIM AND FINAL ORDERS (I) AUTHORIZING THE DEBTORS TO PAY
PREPETITION CLAIMS OF CRITICAL VENDORS AND (II) GRANTING RELATED
RELIEF; AND (2) DEBTOR’S MOTION FOR INTERIM AND FINAL ORDERS (I)
AUTHORIZING THE DEBTORS TO CONTINUE PERFORMING UNDER CERTAIN
SHARED SERVICES AGREEMENTS AND HONOR OBLIGATIONS RELATED
THERETO; AND (II) GRANTING RELATED RELIEF**

Pursuant to 28 U.S.C. § 1746, I, Dean Vomero, hereby declare as follows:

1. I am the Chief Restructuring Officer of Berlin Station, LLC (“Berlin”) and Burgess BioPower, LLC (“Burgess”), the above-captioned debtors and debtors in possession (collectively, the “Debtors”) in the above-captioned cases (collectively, the “Chapter 11 Cases”). I am over the age of 18 and competent to testify and am authorized to submit this declaration (this “Declaration”).

2. I submit this Declaration in support of the *Debtors’ Reply to the Objection of Public Service Company of New Hampshire to (1) Motion of the Debtors for Entry of Interim and Final Orders (I) Authorizing the Debtors to Pay Prepetition Claims of Critical Vendors and (II) Granting Related Relief; and (2) Debtors’ Motion for Interim and Final Orders (I)*

¹ The Debtors in these Chapter 11 Cases, along with the last four digits of each Debtor’s federal tax identification number are: Burgess BioPower, LLC (0971) and Berlin Station, LLC (1913). The Debtors’ corporate headquarters are located at c/o CS Operations, Inc., 631 US Hwy 1, #300, North Palm Beach, FL 33408.

Authorizing the Debtors to Continue Performing Under Certain Shared Services Agreements and Honor Obligations Related Thereto; and (II) Granting Related Relief (the “Reply”).

3. As part of their ordinary course of business, the Debtors rely on unaffiliated critical vendors that provide fuel, maintenance, repairs and other goods and services that are essential to the Debtors’ ongoing operations (the “Critical Vendors”) who directly invoice a Debtor and are paid from accounts either Burgess or Belin.

4. Prior to the commencement of these Chapter 11 Cases, the Debtors paid all substantially all known unsecured trade creditors in full. Goods and services are ordered by or on behalf of the Debtors. The vast majority of Critical Vendors provide maintenance, repair and operating products or services. Obligations for invoiced goods or services are not typically tracked in accounting systems on a vendor-by-vendor basis. In fact, the Debtors’ purchase order system is not integrated with the main accounting system - the systems are separate. The Debtors’ accounting system does not capture obligations for goods and services until an invoice is received from the vendor and approved by the appropriate personnel. Until such time as an invoice is received, the Debtors do not know how much is potentially owed to any given vendor as a contingent liability or to which vendors accounts payable are owing.

5. For example, with respect to the Debtors purchases of wood chips, the fuel used to power the Facility, the Debtors receive approximately seventy (70) truckloads per day Monday through Saturday. The cost per truckload varies based on the distance from the Facility, which in turn makes it difficult for the Debtors to estimate the amount of unbilled fuel and impossible to verify the amount of wood that will be delivered at any given point in time until

the invoice from the Critical Vendor is received. On the Petition Date, all open invoices with the fuel supplier were paid in full.²

6. The combination of the lack of identifiable contingent liabilities for trade creditors and a delay in processing of obligations owing to Critical Vendors explains why the Debtors did not identify additional creditors on the List of Creditors Who Have the 20 Largest Unsecured Claims attached to their bankruptcy petitions.

Pursuant to 28 U.S.C § 1746, I declare under penalty of perjury that the foregoing statements are true and correct to the best of my knowledge, information and belief.

Dated: February 20, 2024

/s/ Dean Vomero

Dean Vomero

Chief Restructuring Officer

² Pursuant to a certain Consent and Agreement, Debtor Berlin Station agreed to use funds from a certain Reserve Account held by the Collateral Agent to pay the wood supplier, Richard Carrier Trucking in the event of a default by Berlin Station under the fuel supply agreement.