

U.S. Department of
Homeland Security

United States
Coast Guard



Director
United States Coast Guard
National Pollution Funds Center

NPFC CA MS 7100
US COAST GUARD
4200 Wilson Blvd. Suite 1000
Arlington, VA 20598-7100
Staff Symbol: (CA)

Phone: [REDACTED]

E-mail: [REDACTED]@uscg.mil

Fax: 202-493-6937

5890
3/20/2009

VIA EMAIL: [REDACTED]@freehill.com

Freehill Hogan & Mahar LLP
Attn: Mr. Thomas M. Canevari
80 Pine Street
New York, NY 10005-1759

Re: Claim Number N06008-002

Dear Mr. Canevari:

The National Pollution Funds Center (NPFC), in accordance with the Oil Pollution Act (OPA) (33 U.S.C. 2701 et seq.), has determined that \$2,691,065.89 is full compensation for OPA claim number N06008-002.

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.

All costs that are not determined as compensable are considered denied. You may make a written request for reconsideration of this claim. The reconsideration must be received by the NPFC within 60 days of the date of this letter and must include the factual or legal basis of the request for reconsideration, providing any additional support for the claims. Reconsideration will be based upon the information provided and a claim may be reconsidered only once. Disposition of the reconsideration will constitute final agency action. Failure of the NPFC to issue a written decision within 90 days after receipt of a timely request for reconsideration shall, at the option of the claimant, be deemed final agency action. All correspondence should include corresponding claim number.

Mail reconsideration request to:

Director (ca)
NPFC CA MS 7100
US COAST GUARD
4200 Wilson Blvd, Suite 1000
Arlington, VA 20598-7100

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 tax identification number (EIN or SSN) 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. 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 [REDACTED]

Sincerely,

[REDACTED]
Dawn Engle
Claims Manager

ENCL: Claim Summary / Determination Form
Acceptance/Release Form
(1) Summary of Vendors

U.S. Department of
Homeland Security

United States
Coast Guard



Director NPFC CA MS 7100
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National Pollution Funds Center 4200 Wilson Blvd. Suite 1000
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Fax: 202-493-6937

Claim Number: N06008-002	Claimant Name: Freehill Hogan & Mahar LLP Attn: Mr. Thomas M. Canevari 80 Pine Street New York, NY 10005-1759
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On behalf of K-Sea Operating Partnership LP (hereinafter referred to as "Claimants"), I, the undersigned, ACCEPT the determination of \$2,691,065.89 as full compensation for all removal costs and damages paid or incurred by Claimants for services provided by the various vendors listed in the DBL 152 Summary of Vendors and Detailed Summary by Vendor (attached hereto and incorporated by reference as if fully set forth herein), and claimed to the Oil Spill Liability Trust Fund (Fund) under Claim Number N06008-002. These costs resulted from the below-described incident.

Date: 11 November 2005
Location: 29NM south of Calcasieu Pass, Louisiana
Subject: DBL 152 Oil Spill

This acceptance and the determination and offer on which it is based, is for the payment of uncompensated amounts claimed by the Claimants against the Fund under Claim Number N06008-002 and the Oil Pollution Act of 1990, at 33 U.S.C. §§ 2708, 2712 (a)(4) and 2713, and is a full and final release and satisfaction of the amounts so claimed. This acceptance and release, and the determination on which they are based, do not limit or affect the authority of the National Pollution Funds Center ("NPFC") to make a different determination of facts, rights, or liabilities with respect to any damages or removal costs that were not asserted by the Claimants under Claim Number N06008-002, whether claimed by the Claimants or by any other person or entity and even if such other damages or removal costs are related to the incident identified above. This acceptance and release, and the determination on which they are based, will **NOT** collaterally estop the NPFC from making a different determination with respect to any damages or removal costs claimed by the Claimants or anyone else other than those damages and removal costs specifically claimed under Claim Number N06008-002, as identified in the attached DBL 152 Summary of Vendors and Detailed Summary by Vendor, even if the other damages or removal costs arise out of the same incident described above. This acceptance and release, and the determination on which they are based, will **NOT** have any *res judicata* effect whatsoever with respect to any other damages or removal costs claimed by the Claimants or anyone else, even if the other damages or removal costs arise out of the incident described above. This acceptance and release, and the determination on which they are based, are not an admission of liability by any party.

On behalf of Claimants, I hereby assign, transfer, and subrogate to the United States all rights, claims, interest and rights of action, that Claimants may have against any party, person, firm or corporation that may be liable for the loss claimed under Claim Number N06008-002. On behalf of Claimants, I authorize the United States to sue, compromise or settle in the name of Claimants, and that the United States be fully substituted for and subrogated to all of Claimants' rights with regard to the amounts compensated by the Fund under Claim Number N06008-002, arising from the incident. On behalf of Claimants, I warrant that no legal action has been brought by or on behalf of the Claimants regarding the amounts compensated by the Fund and claimed against the Fund under Claim Number N06008-002, and no settlement has been or will be made by Claimants, or by any person on behalf of Claimants, with any other party for such amounts.

On behalf of Claimants, I, the undersigned, agree that, upon acceptance of any compensation from the Fund, Claimants 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 so paid by the Fund. The cooperation shall include, but is not limited to, immediately reimbursing the Fund any compensation received by any of the Claimants from any other source for the amounts paid by the Fund, and 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 I am authorized to sign this acceptance and release for and on behalf of the Claimants, and agree that a copy of this signed Acceptance/Release Form will be sent to Claimants no later than five days from the date of my signature.

On behalf of Claimants, 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. On behalf of Claimants, 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/TIN/EIN or SSN	Bank Routing and Account Number	Initial if you are a ONE TIME ONLY Claimant

CLAIM SUMMARY / DETERMINATION FORM

Date	: 2/12/2009
Claim Number	: N06008-002
Claimant	: K-Sea Operating Partnership L P
Type of Claimant	: Corporate (US)
Type of Claim	: Limit of Liability
Claim Manager	: [REDACTED]
Amount Requested	: \$4,584,444.79

BACKGROUND:

Below is the account leading up to the allision between the integrated Tug REBEL and Barge DBL 152 in the vicinity of the submerged wreckage of the WC 229A platform in the Gulf of Mexico on 11 November 2005 in the aftermath of Hurricane Rita.

The vessels in question were the integrated tug and barge namely the ITB REBEL/DBL 152 which was operated by the K-Sea Operating Partnership, L.P. (K-Sea). The integrated tug barge made regularly scheduled transits between Galveston, TX and Tampa, FL. These vessels have pre-established "normal routes" for this transit pre-loaded in their navigation systems and on their charts. These "normal routes" closely followed the ten fathom curve which improves the ride and shortens the distance between the ports. The routes bring the vessels in proximity with established/charted platforms and rigs.

Hurricane Rita was named on 18 September 2005 and was classified as a Category 5 with winds of 165 – 180 mph on 21 September 2005, affecting the Gulf of Mexico. The hurricane force winds and waves of Rita severely damaged the Pelican Platform WC 229A (WC 229A) which, at the time, was owned by Targa Midstream Services Limited Partnership (Targa). The WC 229 A platform was torn free from the sea floor and broke into pieces, which came to rest in the vicinity of the platform's original location of 29 08' 12.113" N, 093 17'25.199" W.

On 27 September 2005, Targa reported the platform missing when it notified both the Coast Guard and Minerals Management Service. Targa was required to report and immediately mark the missing platform with a lighted buoy, in accordance with applicable Federal Regulations. 30 CFR 250.1741(a) as incorporated into 33 CFR 64.11. These regulations also require that the Coast Guard District Commander be notified when structures are moved from prior locations. Targa, however, notified the Coast Guard Marine Safety Office, Port Arthur, TX and not the District Commander as was required by the regulations.¹

On or about 12 October 2005, Targa reported the location of the wreckage as 29 08' 48"N 093 17' 42"W in very shallow water of less than 50 feet.² Some of the debris was actually within fifteen (15) to twenty-six (26) feet from surface of the water.³ Targa asserted that Norwegian floats were attached to the submerged platform.

¹ Claimant's letter to NPFC of 30 April 2007, page 7.

² Deposition of Sohrab Tafreshi page 35 & requested Broadcast Notice to Mariner's dated 5 October 2005 (No broadcast due to communication problems).

³ E-mail from Targa to USCG regarding diver's report on location of submerged wreckage, dated 12 October 2005.

On 6/7 November 2005, the REBEL made a transit of the Gulf using "normal routes" westbound from Tampa to Galveston, with Mary Golden as Second Mate.⁴ At this time, according to the entries in the log book, Second Mate Golden passed within one-half mile to the north of the original charted location of the WC 229A platform. The records show that Golden made no notation of the platform being missing from its original charted location.⁵

It was under these circumstances that the integrated Tug REBEL and Barge DBL 152 departed from Houston, TX in route to Tampa, FL on 10 November 2005. Second Mate Golden relieved the watch that evening and was at the helm of the Tug REBEL pushing the Barge DBL 152 at midnight ship's time. Although Second Mate Golden had observed that the WC 229A platform was missing, she assumed this platform had been decommissioned and she intentionally navigated the vessel toward the charted position of the WC229A platform before it had been destroyed and toppled.

At about 0100 hours on 11 November 2005, Second Mate Mary Golden noticed that the ITB REBEL/DBL 152, carrying approximately 120,770.81 barrels of No. 6 fuel oil, while transiting the Gulf eastbound from Galveston to Tampa, the DBL 152 barge had developed a list. Mary Golden logged the ship's position at the time as 29 08' 30"N 093 18' 12"W.⁶ At this time, the vessel was approximately 29NM south of Calcasieu Pass, Louisiana. The water depth was approximately 55 feet and the vessel's deep draft was 30 feet 6 inches.⁷ Second Mate Golden noticed the barge listing and called the Master. Crewmembers boarded the barge and determined that the barge had been punctured and oil was discharging from the hull.⁸ Oil was observed in the surrounding waters near the barge. However no buoys or floats were observed on scene at the time of the allision.⁹ The actual chart used by the vessel was provided in claim# N06008-001 and it showed that it had been corrected and annotated through October 2005 including published Notice to Mariner updates along the vessel's intended track though the end of October 2005.

Early Situation Reports (SITREPS) from the Federal On-Scene Coordinator suspected that the breach in the vessel's hull had resulted from an allision with the platform WC229 A which had been reported toppled during Hurricane Rita. Later, SITREPSs confirmed this suspicion and indicated that the allision with the WC 229A platform resulted in the breach of the DBL 152's outer and inner hulls and a discharge of fuel oil into the "waters of the United States" of the Gulf of Mexico.¹⁰ The Coast Guard acting as FOSC directed the clean-up of the oil spill which included the prompt deployment of pollution response vessels to contain the oil discharge from the barge and lighter the cargo. The DBL 152 subsequently capsized after a significant quantity had leaked from the barge's breached tanks. As the result of the incident, the claimant K-Sea submitted, a non P&I, removal claim in the amount of \$4,584,444.79 as the amount claimed as removal costs associated with the oil pollution incident.

CLAIM:

The claimant is K-Sea Operating Partnership, L.P. K-Sea operates tugs and barges in the United States. The claimant is the Responsible Party (RP) for an oil pollution incident resulting from

⁴ Mary O'Brien Golden was the Second Mate, and mate on watch, and William McCracken was the Master on the vessel at the time of the incident.

⁵ Deposition of William McCracken page 135.

⁶ Location reference: DBL-152 Navigational Logbook.

⁷ Claimant's Submission Letter of 26 January 2006.

⁸ SITREP No. 8, 15 November 2005.

⁹ Vessel logs, Deposition of W. McCracken, M. Golden and J. Hollinger.

¹⁰ SITREP No, 8-22, 15-30 November 2005.

the allision of the ITB REBEL/DBL 152 with submerged debris of the WC 229A, oil platform that was owned by Targa Midstream Limited Partnership on or about 10 November 2005. The area of the Gulf of Mexico affected by the oil discharge includes navigable waters of the United States.

CLAIMANT:

The claimant has submitted the sum certain for removal costs totaling \$4,584,444.79. This claim amount has been adjusted by the NPFC to reflect Targa's payment to K-Sea in full satisfaction of the litigation between parties. Since Targa's payment represented 40% of all damages related to this incident, the NPFC adjusted its claim by \$1,833,777.92 to account for Targa's contribution to the removal costs of the claim.

Regarding the litigation, Targa filed a complaint against K-Sea in the District Court for the Southern District of Texas for damages arising from the allision involving the parties. K-Sea responded by filing a counterclaim against Targa. On 10 December 2007, the District Court found that both parties, K-Sea and Targa, were negligent and concluded that K-Sea's negligence proximately caused 60% of the damages and Targa's negligence proximately caused 40% of the damages suffered by both parties.

With regard to K-Sea, the Court found that Mary Golden, the Second Mate, had "intentionally" steered the REBEL on a course over the charted platform because she had thought it had been decommissioned or removed. The Court also noted the Second Mate failed to contact the Coast Guard regarding the missing platform, and it was unreasonable for her to assume that the platform, WC 229A had been decommissioned. Specifically, the Court determined that Mary Golden did not act as a reasonable navigator by steering over the position of the platform. A reasonable navigator, in the opinion of the Court, would have steered around the location. However, the court speculated that had the damaged platform been lit, Second Mate Mary Golden would have steered around it.

The facts indicate the incident was caused by the negligence of both K-Sea and Targa which was also the view of the Court in this litigation. While the NPFC is not bound by the District Court's findings or conclusions, we do recognize the degree of fault in the Court's opinion because of its effect to reduce K-Sea's claim for uncompensated removal costs by Targa's contribution to K-Sea.

In the RP's prior claim, N06008-001, the NPFC determined that K-Sea was in fact the RP and denied its defense to liability. In that same claim, the NPFC granted K-Sea's entitlement to its limit of liability. As a result of granting that entitlement, the NPFC considered and adjudicated the underlying removal cost claims as presented and documented by the RP. These costs were the costs that exceeded the RP's vessel limit, and compensation was made.

APPLICABLE LAW:

Under OPA 90, at 33 USC § 2702(a), responsible parties are liable for removal costs and damages resulting from the discharge of oil into navigable waters and adjoining shorelines, as described in Section 2702(b) of OPA 90. A responsible party's liability will include "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).

"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".

The Oil Spill Liability Trust Fund (OSLTF), which is administered by the NPFC, is available, pursuant to 33 USC §§ 2712(a)(4) and 2713 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. 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".

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].

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. The FOSC coordination was made with the Coast Guard Marine Safety Office, Port Arthur Texas.
2. The incident involved the discharge of "oil" as defined in OPA 90, 33 U.S.C. §2701(23), to navigable waters.
3. The claim was submitted on time.
4. The review of the actual costs, invoices and dailies focused on the evaluation of whether such costs qualify as "Compensation Allowable" under 33 CFR Section 136.205.
5. The NPFC Claims Manager has thoroughly reviewed all documentation submitted with the claim and determined that the majority of all removal costs presented were for actions in accordance with the NCP and that the costs for these actions were indeed reasonable and allowable under OPA and 33 CFR § 136.205 with the exception of the following: (See, Enclosure 1 – Summary of Vendors)

a. B&P International **Total Invoiced Amount: \$91,575.00**

These costs are for the adjustment of Pre CTL Expenditures and are therefore denied. The documentation submitted fails to demonstrate these services were directly related to the removal of oil as opposed to professional consultation services.

b. Blumar Offshore **Total Invoiced Amount: \$2,349.50**

The NPFC has determined \$434.40 of the costs submitted is denied. These costs are for transporting attorneys, which are not removal costs or damages or costs paid for third party damages allowed under section 2708. Therefore they are not OPA compensable and must be denied.

c. Federal Express **Total Invoiced Amount: \$289.56**

The NPFC has determined costs associated with the delivery of draft documents are not OPA compensable.

d. International Marketing **Total Invoiced Amount: \$7,036.00**

The NPFC has determined costs associated with public relations services are not OPA compensable and were not for the primary purpose of removing oil.

B. Analysis:

In adjusting the underlying cost claim, the NPFC conducted a thorough review of all costs in the amount of \$4,584,444.79 submitted by K-Sea as the amount claimed as Non P&I removal costs. The NPFC has denied \$99,334.96 as Non-OPA compensable costs based upon documentation submitted.

To account for Targa's contribution to the removal costs of the claim as part of the total removal costs of \$4,584,444.79 by 40% or by \$1,833,777.92. Since this amount reflects Targa's compensation to K-Sea, the difference between \$4,584,444.79 and \$1,833,777.92

equals \$2,750,666.87.¹¹ This difference represents the 60% of the total removal costs of the claim. When the non-OPA costs of \$99,334.96 are subtracted, the difference of \$2,691,065.89 represents the amount that shall be paid to the claimant as determined by the claim adjudication procedures.

The NPFC Claims Manager has 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.

On that basis, the Claims Manager hereby determines that the claimant did in fact incur \$2,691,065.89 of uncompensated removal costs and that that amount is properly payable by the OSLTF as full compensation for the reimbursable removal costs incurred by the claimant and submitted to the NPFC under claim# N06008-002. The claimant states that all costs claimed are for uncompensated removal costs incurred by the claimant for this incident. The claimant represents that all costs paid by the claimant are compensable removal costs, payable by the OSLTF as presented by the claimant.

C. Determined Amount:

The NPFC determines that the OSLTF will pay \$2,691,065.89 as full compensation for the reimbursable removal costs incurred by the Claimant and submitted to the NPFC under claim# N06008-002.

Claim Supervisor:



Date of Supervisor's review:

3/20/09

Supervisor Action:

OFFER APPROVED

Supervisor's Comments:

¹¹ Letter from Freehill Hogan & Mahar LLP to Ms. Hellberg dated February 11, 2009, confirming that K-Sea had received compensation in line with Court's decision.

K-Sea / DBL-152 Summary of Vendors

#	Contractor	Total Invoiced Amount	Total Offered By NPFC	Comments
1	B&P International	\$91,575.00	\$0.00	Adjustment of pre CTL Expenditures Transportation 11/13-11/22/2005
2	Blumar Offshore & Shipping Services	\$2,349.50	\$1,915.10	Deny \$434.40 for attorney transport 11/13 (Air Boat) Fender Rental 11/12/05 - 11/22/05
3	Byrne Rentals & Sales, Inc.	\$2,420.00	\$2,420.00	Charter of M/V Crosby Trinity 11/11/2005 - 11/22/2005
4	Crosby Tugs, LLC	\$492,300.00	\$492,300.00	Security 11/15/2005 - 11/16/2005
5	Danner's Incorporated	\$1,136.63	\$1,136.63	Delivery Services Deny--services were for delivery of draft documents.
6	Federal Express	\$289.56	\$0.00	Public Relations - Post Spill--DENY
7	International Marketing Strategies, Inc.	\$7,036.00	\$0.00	Vessels and Personnel in Response through 11/22/2005
8	K-Sea Transportation, Inc.	\$478,465.98	\$478,465.98	Vessel Seabrook to Lighter DBL-152 11/11/2005 - 11/15/2005
9	Maritans Operating Company, L.P.	\$161,822.04	\$161,822.04	Bronze Caps for Tank Vent Valves
10	MMC International Corporation	\$295.21	\$295.21	Naval Architects / Vessel Stability
11	Ocean Motions	\$24,700.00	\$24,700.00	Vessel Arcadia to Lighter DBL - 152 11/11/05 - 11/13/2005
12	Penn Maritime	\$57,328.18	\$57,328.18	Rental of Ocean Barge 415 for Underwater oil
13	Petroleum Independent & Exploration Corp	\$50,000.00	\$50,000.00	Salvage/Pollution Prevention/Lighting
14	Resolve Marine	\$2,352,600.00	\$2,352,600.00	Storage of Oil Removed from DBL-152 12/22/2005 - 3/23/06
15	Rio Energy International Inc.	\$633,708.05	\$633,708.05	Pilotage Post Casually 11/14/2005 - 11/22/2005
16	Sabine Pilots	\$4,716.33	\$4,716.33	Long Distance/Local Telephone Services
17	SBC	\$326.94	\$326.94	Vessel Assisv/ Towing for Vessels in Response
18	Seabulk Towing Services	\$8,318.52	\$8,318.52	Diving/Initial Response 11/13/2005 - 11/17/2005
19	T&T Marine Salvage	\$32,000.00	\$32,000.00	Seaflor Assessment Survey
20	Tesla Marine Salvage	\$34,572.91	\$34,572.91	Local Representation/Early Salvage Rep.
21	Texas Seatrade Corporation	\$2,823.27	\$2,823.27	Fabricated Hatch Covers to Prevent Leakage
22	TIMCO Industries, Inc.	\$3,468.72	\$3,468.72	Charter Hire Crew Boat Mr. Tom
23	Waterside Services	\$67,200.00	\$67,200.00	Disposal of Oil/Water
24	Wayne E. Glenn Associates, Inc.	\$74,991.95	\$74,991.95	
	Less 40% Claimant liability reduction	\$1,833,777.92	\$1,833,777.92	
	Invoiced Amount	\$4,584,444.79	\$4,485,109.83	
	Total	\$2,750,666.87	\$2,691,065.89	