

## CLAIM SUMMARY / DETERMINATION FORM

Date	: 10/22/2008
Claim Number	: S05014-001
Claimant	: ConocoPhillips Company
Type of Claimant	: Corporate (US)
Type of Claim	: Removal Costs
Claim Manager	: Donna Hellberg
Amount Requested	: \$112,551.45

### **FACTS:**

**1. Oil Spill Incident:** On Monday January 17, 2005 at approximately 2220, the tug boat NA HOKU approached the ConocoPhillips Refinery dock with the empty tank barge NOHO HELE under tow. The tug shortened tow, made up to the port side of the NOHO HELE and brought the starboard side of the barge to the pier at 2305. At 0045 on January 18, 2005, the barge began loading approximately 54,000 barrels of diesel. At approximately 0630, the cargo loading was stopped when diesel was discovered in the water. The diesel on the barge was then pumped back to the facility and inspection of the hull revealed a hole through which the diesel had leaked. The leak was stopped at approximately 0830. An investigation revealed that the tug's fendering system had punched a hole in the barge when the tug made up to it prior to approaching the dock. (Note that all times stated above are in Pacific Standard Time).

**2. Description of actions performed as reported by the claimant:** On January 18, 2005, the spill was reported at approximately 6:35am. The claimant notified the NRC via report # 747479. The claimant notified the USCG, the Washington Department of Ecology, and its respective response contractor, Clean Sound Cooperative. The leak from the NOHO HELE was stopped at approximately 9:15. Transfer of incident command to the Responsible Party, Sirius Maritime, was identified on the ICS 202 Objectives sheet as of 1300 hrs on January 18, 2005. Until the transfer took place, the claimant states various personnel, as well as the Clean Sound Cooperative crews (ConocoPhillips' contractor), worked diligently to contain and begin cleanup of the spill. The cleanup was handled by various Ferndale employees and contract personnel who were on site and available.

The claimant contends that the first and primary concern they had was to minimize any hazard. Individuals were immediately mobilized in the area to deploy boom to contain the spill as quickly as possible, to begin cleaning up the fuel from the water, and to assess potential impacts to the local environment. Containment boom was used to prevent fuel from escaping; absorbent material was used to collect fuel from the water's surface. Search for and tracking of the diesel was handled by helicopter and from the shore.

In summary, the claimant reports that the efforts associated with this incident involved 103 people, 2500 feet of boom, three oil skimmers, nine work boats and three helicopters.<sup>1</sup> The claimant has provided several ICS forms generated by different people who articulate details of the incident from the author of the ICS Form's perspective therefore not every ICS form provides the same detail or fact set with respect to

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<sup>1</sup> See, ConocoPhillips letter dated October 18, 2005 to Edward F. Travers & Associates, Inc.

chronology. The NPFC has decided to provide the Chronology as written by Kathleen Pennington, Claimant's Public Information Officer (PIO).<sup>2</sup> It is as follows:

- 0635: NOHO HELE notified dock of sheen in water
- 0655: diesel spill at dock
- 0700: barge has deployed sausage boom; response team deployed (3 people on 3 boats with a total of a dozen responders)
- 0740: notified Clean Sound Cooperative (claimant contractor)
- 0755: Conoco's oil spill boat, Raider, on scene and encapsulating barge with boom; NOHO HELE has not officially taken responsibility; plan is to pump tank off and isolate barge
- 0820: Claimant contractor, Clean Sound, has 4 vessels enroute to scene – first boat to arrive by 0920
- 0900: barge compartment #2 has been pumped below leak; estimated volume is 60-gallons; estimated time of arrival of helicopter is 0915; security is on standby; barge owner, Sirius Maritime is enroute
- 1105: no divers deployed; Warren Hartshorn of Sirius Maritime announced he would be taking over with more help on the way; SOSOC on scene; Clean Sound has 3 boats on site with 2 more enroute; WSMC helicopter is overhead (RP contractor's helicopter) under direction of Clean Sound (claimant contractor); no shoreline impact per Clean Sound
- 1355: there was a 12:45 overflight Lummie Bay – nothing south approaching shoreline; streamers headed toward Cherry Pt dock and near Pt. Whitehorn, not recoverable; there may be shoreline impacts ½ way to Pt. Whitehorn
- 1400: Sirius Maritime, USCG, WSMC, Conoco attended UC meeting;
  - I. Form UC, identify positions, transition plan
    - a. John Felton of WSMC (RP contractor) assumes IC role
    - b. will hand over positions under WSMC's control
      - 1. will support any open roles
      - 2. Conoco has sent people home to prep for next shift
    - c. John would like to review current objectives & modify without updated field info
      - 1. use 202 as guide to talk about tomorrow
  - II. Review objectives by John Felton, pending SCAT update
    - a. WSMC has its own helicopter – little need for others going forward except for tomorrow morning / 4am high tide)
    - b. temporary repairs to be handled by Sirius in conjunction with USCG
    - c. check to see if CANADA notified by USCG
    - d. unable to confirm exactly what BP deployed
    - e. discussion of deployment of GRPs
      - 1. may not be necessary but resources are available if needed
    - f. continue with visual assessments
    - g. delete obj. OPS16 4500ft of boom
    - h. no need for further open water skimmings
    - i. need to work logistics of disposal plan
    - j. post flyer north and south of Conoco as well as door to door
    - k. Polaris working on shoreline assessment as well
    - l. two lummie reps working shoreline assessment as well
    - m. clean hull of Polar Endeavor
    - n. claim # assigned; working with RP's finance to transition

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<sup>2</sup> See, Exhibit B of claimant submission, Kathleen Pennington ICS-214 forms

- o. get JIC's communication plan, USCG agreed to talking points only – no press release
- III. Where to go from here per John Felton
  - a. drop skimming
  - b. complete in-progress obj. and stand down
    - 1. clean up is done
    - 2. org. should not completely stand down yet, per Vickie
      - a. no more logistics support from Conoco needed
    - 3. NRC will handle remaining boom (2 boats) containment around dock and barge
  - c. WSMC has other off site assistance
  - d. maintain planning & ops
  - e. extend operational period under WSMC until noon tomorrow
  - f. field ops continue until further notice – 1500 adjourn – note \* barge to discharge at 1700

**3. Description of actions performed as reported by Sirius Maritime (RP):** On January 18, 2005 at approximately 0630 the oil spill occurred at the ConocoPhillips Ferndale Refinery. The Sirius Maritime tank barge, NOHO HELE, was loading cargo at the Ferndale Refinery. During the transfer, the person-in-charge from Sirius Maritime discovered the spill and immediately stopped all loading. Sirius made notifications to the NRC via report # 747487, the RP also notified the USCG who was the Federal On Scene Coordinator (FOSC), Washington Department of Ecology who was the State On Scene Coordinator (SOSC), and their contractor of record, Washington State Maritime Cooperative (WSMC).

By 0700, Sirius Maritime (RP) and the crew of its attending tug, the NA HOKU, were well into the response effort. Sirius Maritime promptly notified ConocoPhillips that the response would be fully handled by them (including WSMC, Global Diving & Salvage and other contractors). Sirius Maritime states they informed Conoco that their participation was not necessary. The Sirius Maritime crew and contractors deployed boom and absorbent pads to contain and retrieve the spilled fuel. They inspected the barge and determined the source of the leak. Within two hours from onset, at approximately 0830, the source had been found and the leak stopped. By approximately 1900, all recoverable amounts of oil had been retrieved by the Sirius Maritime crew and contractors. At 2030, response resources were demobilized and at 2250, the barge departed from the facility.

Sirius Maritime's chronology of the incident is as follows<sup>3</sup>:

### **1/18/05**

0640: tankerman called out the Master and crew of the attending tug

0648: the terminal shutdown loading ops; source of the oil could still not be determined

0700: the tug master contacted Sirius Maritime's QI and informed him of situation; the QI began notifications to WSMC, USCG as FO SC, and Washington Department of Ecology as SOSC

0705: the tug crew began deploying sorbent boom in the vicinity of the #2P cargo tank where there appeared to be a concentration of oil

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<sup>3</sup> See, *Sirius Maritime's Memorandum dated March 16, 2005*

0712: the tug/barge crew began deploying the onboard containment boom and deployed the barge's skiff. After deploying the skiff and making a thorough examination of the hull of the barge, a 3/4" crack was observed in the #2P tank just at or under the waterline

0715: the containment boom was in place around the barge. At 0735 the barge commenced discharging product back to the refinery

0725: Mr. Dorn of Sirius Maritime, dispatched Warren Hartshorn and Brett Vichorek to Ferndale

0830: it appeared that no further oil was entering the water and the discharge of the barge continued

0900: Dan Nutt also of Sirius Maritime, departed from Fox Island enroute to Ferndale

1020: Hartshorn and Vichorek arrive on site. Conoco activated their Emergency Ops Center (EOC) with Brent Woodland acting as IC

1040: John Felton of WSMC (RP contractor) arrived at the EOC. Shortly after arriving, Mr. Felton departed for a helo overflight of the scene. From 1215 to 1330, an initial Unified Command meeting was held at Conoco's EOC. Mr. Felton returned from the overflight, and Dan Nutt arrived at the EOC at 1330. At that time, Mr. Felton reported that the overflight indicated small areas of sheen between Conoco's dock and Cherry Pt which appeared to be breaking up quickly. Two of WSMC's FRV's and two of Clean Sound skimmer boats reported no recoverable amounts of oil in the area. Cleanup and recovery continued at the dock with tug/barge crew, WSMC/NRC personnel and Global Diving personnel contracted by Sirius, using sorbents to recover product from within the boomed area. Global Diving personnel applied a temporary epoxy patch to the hull of the barge.

1410: Mr. Felton of WSMC, officially assumed the IC duties from Brent Woodland at Conoco. Another Unified Command meeting was held and objectives modified to continue operations at the dock until complete and stand down the remainder of the response and IMT resources that had been mobilized by Conoco.

1700: All Conoco IMT resources were de-mobilized

1900: Cleanup of all recoverable amounts of oil was completed. State and USCG grant permission to pull containment boom.

1925: the barge was released by USCG to depart when discharge was complete

2030: All response resources are de-mobilized

2110: the discharge is complete. The barge departed for Bellingham at 2250

### 1/19/05

An overflight was conducted by the FOSC, SOSC, and RP contractor, WSMC; beach walks of the immediate area were conducted; no oil or sheen was observed in the area; Sirius Maritime's President, Mr. Bob Dorn meets with FOSC, SOSC, WSMC Incident Commander and Conoco personnel. Response is officially terminated.

**4. Description of actions performed as reported by USCG<sup>4</sup>(FOSC):** MSTCS Clingenpeel arrived on site at the Ferndale Refinery at 1350 on January 18, 2005. The Unified Command was staffed until 1930. MSTCS Clingenpeel returned to the site on January 19, 2005 at approximately 0745 and the incident was secured at 1030. Inspection issues were not resolved until later (unrelated to response actions).

MSTCS Clingenpeel's timeline of events from his notes is as follows:

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<sup>4</sup> See, typed statement (undated) from MSTCS A.S.Clingenpeel to Ms. Hellberg (NPFC)

0635: leak reported in barge NOHO HELE  
0640-0730: Notifications were made  
0700-0730: Spill Response Team activated  
0747: Personnel in field, at the dock report a hole in #2 compartment and still leaking  
0915: leak stopped, cargo transferred back to facility  
1040: ConocoPhillips and Clean Sound Cooperative deploy boom  
1500: RP representation in the Unified Command shifts from Conoco to Sirius  
1930: Secure Command Post

### **1/19/05**

0730: Reopen Command Post  
1030: Secure Incident response activities

In addition to the above provided Chronology from MSTCS Clingenpeel to the NPFC is also the USCG's Polrep 1 and Final which shows the following timeline<sup>5</sup>:

### **1/18/05**

0715: MSO received report from NRC of a discharge of diesel at the ConocoPhillips Refinery in Ferndale, WA  
0745: Pollution Investigators depart MSO  
0945: Pollution Investigators arrive on scene and are briefed. While taking on diesel, the person in charge of the NOHO HELE noticed a sheen in the water. ConocoPhillips conducted an initial response and placed boom around the barge and the Polar Endeavor. The barge immediately started transferring fuel back to the refinery. As the barge's hull rose above the water line, the person in charge noticed a hole. Geographic Response Plans NPS-12 and NPS-13 implemented and being maintained.  
1000: Overflight conducted, observed minimal sheen and no shoreline impact.  
1030: Pollution Investigators board the barge. Observed the damage to the hull of the NOHO HELE and informed the RP that all of the fuel on the barge had to be off loaded and the clean up complete before the barge could depart.  
1200: USCG, WADOE, RP set up unified command. ConocoPhillips transferred responsibility of the clean up to Sirius Maritime.  
1230: Pollution Investigators conduct overflight and observe minimal sheen and no shoreline impact.  
1345: MSO Chief arrives on scene and takes over duties as FO SCR.  
1400: Overflight conducted no sheen outside boom or shoreline impact observed.  
1530: Pollution Investigators depart scene.  
1800: Pulled GRPS NPS-12 and NPS-13 due to lack of oil and worsening weather conditions.  
2200: T/B NOHO HELE departs ConocoPhillips Refinery enroute to Pier 3, Bellingham, WA. Unable to moor due to weather.

### **1/19/05**

0830: Overflight conducted, no sheen or shoreline impact visible.  
0945: SCAT teams deploy

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<sup>5</sup> See, USCG Polrep 1 and Final

1030: SCAT teams find no shoreline impact and secures.  
1130: T/B NOHO HELE moors to Pier 3, Bellingham, WA for further repairs.  
CASE CLOSED

**5. Description of actions performed as reported by WADOE<sup>6</sup>(SOSC):** WADOE personnel arrived on site at the Ferndale Refinery on January 18, 2005 and filled positions within the ICS, and undertook initial investigative actions.

WADOE's chronology as referenced in their Investigative Findings report dated 8 June 2005<sup>7</sup> is as follows:

#### **1/17/05**

2220: The tug boat NA HOKU approached the ConocoPhillips refinery dock with the empty tank barge NOHO HELE under tow. The NA HOKU shortened up the tow and then made up to the NOHO HELE's port side.  
2305: The first line from the NOHO HELE was on the dock.  
2320: The NOHO HELE was made all fast at the ConocoPhillips dock.

#### **1/18/05**

0010: The Declaration of Inspection (DOI) was completed and signed by barge Person in Charge (PIC) and terminal PIC.  
0045: ConocoPhillips commenced loading 54,000 barrels of diesel to the barge. The cargo plan was to load the barge to the load marks and transport the diesel to Tacoma.  
0045-0630: The cargo transfer procedures were going according to the tankerman's plan.  
0700: The tug master contacted Sirius Maritime QI and informed him of the situation. The Sirius Maritime QI began notifications to Washington State Maritime Cooperative (WSMC), the U.S.Coast Guard, their OSRO, and the Washington State Emergency Management Division.  
0710: The tug crew began deploying sorbent boom in the vicinity of #2P cargo tank where there appeared to be a concentration of oil.  
0712: The tug/barge crew began deploying the onboard containment boom with the barge's response skiff. The skiff was used to inspect the barge hull to try to discover the source of the leak. A 3/4" crack was discovered in the hull at the waterline between frame 11 and 12, about 7 1/2 feet below the main deck on the port side in the #2P cargo tank.  
0730: Additional boom was deployed in the water and absorbent pads used to retrieve spilled diesel.  
0735: The barge began pumping diesel back to the facility.  
0830: The leak was stopped.  
1900: Cleanup of all amounts of oil determined recoverable was completed.  
2110: The barge discharge was complete.  
2250: The barge departed for Bellingham and repairs.

**6. The Claim:** On December 28, 2007 ConocoPhillips (COP) submitted a removal cost claim to the National Pollution Funds Center (NPFC), for reimbursement of their uncompensated removal costs in the amount of \$112,551.45 for the services and

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<sup>6</sup> See, *Investigation Findings dated 8 June 2005 as reported by Washington Department of Ecology (WADOE)*

<sup>7</sup> *id*

materials they state they provided in response to the NOHO HELE oil spill at their refinery dock from January 18, 2005 through January 19, 2005. The invoices, which are the subject of this claim, were sent by the claimant to Sirius Maritime. Sirius Maritime has denied payment to the claimant as they state the services provided were excessive and unnecessary. This claim consists of proof of presentment, copies of the invoicing, disposal manifests, CG MISLE case information, NRC report, ICS Forms, and news articles, press releases and information statements. 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 NCP or directed by the FOSC, and (4) whether the costs were adequately documented.

### **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 generated Polrep 1 and Final regarding the incident highlights and the FOSCR has provided an undated written statement to the NPFC. See, Enclosures 4 & 5.
2. The incident involved the 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 on time.
5. The NPFC Claims Manager has thoroughly reviewed all documentation submitted with the claim and determined that some of the 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 and directed by the FOSC.

#### 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 FOSC, to be consistent with the NCP or directed by the FOSC, 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 \$35,878.24 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# S05014-001. The claimant states that all costs claimed are for uncompensated removal costs incurred by the claimant for this incident for the time period of, January 18, 2005 through January 19, 2005. The claimant represents that all costs paid by the claimant are compensable removal costs, payable by the OSLTF as presented by the claimant.

During the adjudication process, the NPFC contacted the Washington State Department of Ecology (WADOE) who fulfilled the role of the State On Scene Coordinator (SOSC) for this incident. At the NPFC's request, the SOSC provided a complete copy of their case file associated with this incident including but not limited to, photographs, investigations reports, and statements from interviews, RP Investigative Report, news articles, copies of the barge logbook, copy of Department's Enforcement action, and copies of internal memorandum, just to name a few.

The NPFC also contacted the FOCSR, MSTC Clingenpeel and obtained a written statement regarding the incident and response actions as well as the NPFC notified the RP, Sirius Maritime, and received a response regarding the justification on why they denied paying the claimant's costs. Based on the variances of information from all parties involved, the NPFC determined to pay the following costs based on validation by either the FOOSC, the SOSC or both, who were monitoring the response:

Conoco Materials – The NPFC has determined that \$6,086.25 for sorbent boom has been substantiated by the records of both the FOOSC and SOSC and is therefore determined OPA compensable. All other costs billed under the heading of Conoco Materials have been determined to be either unsubstantiated or excessive in nature. (See, Enclosure 1 – spreadsheet of costs for a line by line itemization of costs).

Clean Sound Cooperative – The NPFC has determined that \$21,197.21 is OPA compensable. The FOOSC, the SOSC, and the RP records have validated the presence of this contractor during response actions. All costs denied are denied as unsubstantiated or non-OPA compensable removal costs. (See, Enclosure 1 – spreadsheet of costs for a line by line itemization of costs).

Other Contract Labor – The NPFC has denied all costs under this category as unsubstantiated. Neither the FOOSC nor the SOSC has validated the work billed by these vendors as reasonable, necessary or directed by the FOOSC. It is important to note that costs associated with media relations are not OPA compensable removal costs and are therefore denied in their entirety. (See, Enclosure 1 – spreadsheet of costs for a line by line itemization of costs).

Puget Sound Security – The NPFC has determined the cost associated with security because of the presence of non-ConocoPhillips employees during spill response is a reasonable and necessary expense and therefore determined OPA compensable. (See, Enclosure 1 – spreadsheet of costs for a line by line itemization of costs).

Misc. Equipment Rental – The NPFC has determined that light towers, tanks for disposal, and portable toilets are reasonable and necessary expenses associated with response. Based on the documentation provided, these costs do not appear on any other billing provided to the NPFC therefore these costs are not considered duplicative and are deemed OPA

compensable. (See, Enclosure 1 – spreadsheet of costs for a line by line itemization of costs).

ConocoPhillips Labor – The NPFC has determined that the claimant has failed to meet its burden in providing the following: (1) appropriate hourly rates for each employee; (2) a detailed description by name along with the work being performed hourly by each Conoco employee; (3) failure to provide justification for over 421 man hours billed. When the NPFC requested the hourly wage information by person, the claimant failed to produce sufficient information to substantiate rates paid, work performed, and no justification for the excessive number of billets charged on such a small response. It is important to note that while Sirius Maritime did not officially take control of the Incident Command until after 1pm on January 18, 2005, the records and accounts by ALL parties demonstrate that the RP was proactive from the moment of notification until the response ended. (See, Enclosure 1 – spreadsheet of costs for a line by line itemization of costs).

Puget Sound Pilots – The NPFC has determined that \$6,196.24 is OPA compensable removal costs as determined by the FOOSC. The downtime associated with the Polar Endeavor is not a removal cost and the claimant has failed to meet their burden for these costs as a loss of profits and earning capacity. (See, Enclosure 1 – spreadsheet of costs for a line by line itemization of costs).

*C. Determined Amount:*

The NPFC hereby determines that the OSLTF will pay \$35,878.24 as full compensation for the reimbursable removal costs incurred by the Claimant and submitted to the NPFC under claim # S05014-001. All costs determined compensable are for charges paid for by the Claimant for removal actions as that term is defined in OPA and, are compensable removal costs, payable by the OSLTF as presented by the Claimant.

**AMOUNT: \$35,878.24**

Claim Supervisor: *Thomas Morrison*

Date of Supervisor's review:

Supervisor Action:

Supervisor's Comments:

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: 2 [REDACTED]  
E-mail:  
Donna [REDACTED]g@uscg.mil  
Fax: 202-493-6937

5890  
11/5/2008

VIA EMAIL: [REDACTED]@conocophillips.com

ConocoPhillips Company  
ATTN: Mr. James Greene  
3900 Kilroy Airport Way Suite 210  
Long Beach, CA 90806

Re: Claim Number S05014-001

Dear Mr. James Greene:

The National Pollution Funds Center (NPFC), in accordance with the Oil Pollution Act (OPA) (33 U.S.C. 2701 et seq.), has determined that \$35,878.24 is full compensation for OPA claim number S05014-001.

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](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 202-493-6839.

Sincerely,

Donna Hellberg  
Claims Adjudication Division

ENCL: Claim Summary / Determination Form  
Acceptance/Release Form  
Excel spreadsheet of costs

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

Claim Number: S05014-001	Claimant Name: ConocoPhillips Company ATTN: James Greene 3900 Kilroy Airport Way Suite 210 Long Beach, CA 90806
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I, the undersigned, ACCEPT the determination of \$35,878.24 as full compensation for the claim listed above.

This determination represents full and final release and satisfaction of all removal cost claims 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

_____	_____	_____
TIN Required for Payment	Bank Routing Number	Bank Account Number