

## CLAIM SUMMARY / DETERMINATION FORM

|                  |                          |
|------------------|--------------------------|
| Date             | : 2/3/2009               |
| Claim Number     | : S05014-001             |
| Claimant         | : ConocoPhillips Company |
| Type of Claimant | : Corporate (US)         |
| Type of Claim    | : Removal Costs          |
| Claim Manager    | : (b) (6)                |
| 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 (b) (6), 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; (b) (6) 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. (b) (6) 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. (b) (6) would like to review current objectives & modify without updated field info
      1. use 202 as guide to talk about tomorrow
  - II. Review objectives by (b) (6), 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
    - o. get JIC's communication plan, USCG agreed to talking points only – no press release

<sup>2</sup> See, Exhibit B of claimant submission, (b) (6) ICS-214 forms

- III. Where to go from here per (b) (6)
- 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 (b) (6)
      - 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
- 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

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

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

0725: Mr. (b) (6) of Sirius Maritime, dispatched (b) (6) and (b) (6) to Ferndale

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

0900: (b) (6) also of Sirius Maritime, departed from Fox Island enroute to Ferndale

1020: (b) (6) and (b) (6) arrive on site. Conoco activated their Emergency Ops Center (EOC) with (b) (6) acting as IC

1040: (b) (6) of WSMC (RP contractor) arrived at the EOC. Shortly after arriving, Mr. (b) (6) departed for a helo overflight of the scene. From 1215 to 1330, an initial Unified Command meeting was held at Conoco's EOC. Mr. (b) (6) returned from the overflight, and (b) (6) arrived at the EOC at 1330. At that time, Mr. (b) (6) 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. (b) (6) of WSMC, officially assumed the IC duties from (b) (6) 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. (b) (6) 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): (b) (6)**

(b) (6) on site at the Ferndale Refinery at 1350 on January 18, 2005. The Unified Command was staffed until 1930. (b) (6) (b) (6) 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).

(b) (6) (b) (6) timeline of events from his notes is as follows:

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

<sup>4</sup> See, typed statement (undated) from (b) (6) (b) (6) to Ms. (b) (6) (NPFC)

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 (b) (6) (b) (6) 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 FOSCR.  
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  
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.

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

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

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 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

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<sup>7</sup> *id*



incurred as a result of these actions; (3) whether the actions taken were consistent with the NCP or directed by the FOOSC, and (4) whether the costs were adequately documented.

**4. Initial Determination and Reconsideration Request:** NPFC's original determination of \$35,878.24 was completed and emailed to the claimant on 05 November 2008, with disallowances for costs that were missing supporting documentation or unsubstantiated, some costs were determined to be excessive in nature, non-OPA compensable, and some costs were denied because the claimant failed to meet their burden in substantiating costs.

The NPFC received the Claimant's request for reconsideration letter on 29 December 2008 via email and hard copy. The Claimant's assertions in support of reconsideration consist of the following:

1. Cedar's Restaurant and Lounge (food expenses) in the amount of \$1,494.80 – the claimant states that they ordered the food for responders earlier in the day and just because the Incident Command transferred over to the Responsible Party later in the afternoon, they didn't feel it was in the best interest of the responders or the overall spill to cancel food that was being provided for the benefit of the workers.
2. Clean Sound Cooperative Labor in the amount of \$15,894.00 – the claimant states that while the transition of the response changed over to the Responsible Party around 3pm on the afternoon of January 18, 2005 and while they would have liked to stand down, such a stand down is not a switch that is or should be immediate and by denying the costs after 3pm, the NPFC penalizes the claimant for not simply "walking away" from the spill response activities precisely at 3pm.
3. ConocoPhillips' labor in the amount of \$36,791.66 – the claimant states that their justification for the 421 man hours billed is that the response actions were appropriate in time and scope and consistent with the National Contingency Plan (NCP). The claimant further states with respect to the documenting of hourly rates for each employee in the response, they provided that documentation as part of their initial claim and is provided again under reconsideration. Lastly, the claimant states with respect to providing the description of work for each employee billed in the EOC, they respond by stating that its responding employees fulfilled the respective job functions as described in the United States Coast Guard Field Operations Guide.

**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.
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 initial claim, the request for reconsideration and has 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. *Reconsideration Determination:***

NPFC CA has reviewed the documentation provided by the claimant on reconsideration under cover dated 24 December 2008. The NPFC has performed a *de novo* review upon reconsideration. The NPFC has determined that the new arguments presented on reconsideration for the Cedar Restaurant and Lounge meal expenses provided by the claimant, is reasonable, appropriate under the circumstances, properly documented, and in the best interest of the spill response and workers on site. The NPFC has cross referenced invoicing paid for by the Responsible Party to ensure there was no duplication of meal expenses paid by them. The NPFC has determined \$1,494.80 is compensable under reconsideration.

The NPFC has determined that the new arguments presented on reconsideration for the Clean Sound Cooperative personnel costs in the amount of \$15,984.00 on January 18, 2005 are determined compensable. The NPFC has cross referenced the daily field log of personnel with start and stop times to the FOSC and SOSC's chronology timeline and has determined that the hours billed for the personnel is confirmed and validated and therefore deemed to be reasonable and necessary.

The NPFC has carefully weighed all the evidence submitted by ConocoPhillips and its new argument in support of the \$36,791.66 claimed for labor costs during the incident. Notwithstanding ConocoPhillips' contentions to the contrary, the NPFC has determined that ConocoPhillips has failed to meet its burden of proving that these costs should be reimbursed from the OSLTF. Based upon the evidence submitted by ConocoPhillips, it's impossible to determine whether these employees were paid for oil spill response services or some other service provided by the employee. Also, the evidence submitted by ConocoPhillips failed to explain with any specificity what its employees were actually doing during the response. In an effort to cure the problems associated with this part of the claim, the NPFC requested that ConocoPhillips provide evidence of the hourly rate paid to each employee and an explanation of why the 421+ man hours were reasonable in light of this specific incident. Although ConocoPhillips provided some evidence of the employees' hourly rates, it did not explain how the claimed rates were calculated because ConocoPhillips did not want to disclose the salary information of its employees. Without some explanation of how the hourly rates were calculated, the NPFC cannot determine whether these rates were paid for oil spill response services or some other service provided by the employees. More importantly, ConocoPhillips failed to produce a detailed explanation of what its employees were actually doing during the response. Instead, the claimant identified the positions filled by each individual and then referred the NPFC to the duties for each position as set forth in the Field Operations Guide without explaining what each employee actually did during the response. In light of the specific circumstances of this incident, the claimant's evidence fails to establish that these costs were reasonable as required by 33 CFR 136.205. As a result, the ConocoPhillips labor remains unsubstantiated and remains denied.

On that basis, the Claims Manager hereby determines that the claimant did in fact incur \$53,357.04 of uncompensated removal costs and that the 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. The claimant represents that all costs paid by the claimant are compensable removal costs, payable by the OSLTF as presented by the claimant.

**C. Conclusion:**

The NPFC hereby determines that the OSLTF will pay \$53,357.04 as full compensation for the reimbursable removal costs incurred by the claimant and submitted to the NPFC under claim # S05014-001. The NPFC 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 FOSC, to be consistent with the NCP or directed by the FOSC, and (4) whether the costs were adequately documented and reasonable. All costs claimed are for charges paid for by the claimant for removal actions as the term is defined in OPA, and, are compensable removal costs, payable by the OSLTF as presented by the claimant.

**AMOUNT: \$53,357.04**

Claim Supervisor: *Thomas Morrison*

Date of Supervisor’s review:

Supervisor Action:

Supervisor’s Comments: