

CLAIM SUMMARY / DETERMINATION¹

Claim Number:	UCGPE25202-URC001
Claimant:	Ken's Marine Service, Inc.
Type of Claimant:	OSRO
Type of Claim:	Removal Costs
Claim Manager:	(b) (6)
Amount Requested:	\$612,370.14 ²
Action Taken:	Offer in the amount of \$577,994.97

EXECUTIVE SUMMARY:

On April 18, 2025 at 10:59 local time, the National Response Center ("NRC") received notification that a building fire at Greentopia, Inc. ("Greentopia" or "RP") led to the discharge of 20,000 gallons of cooking oil³ to the Sawmill Creek, a navigable waterway of the United States.⁴ The spill resulted when an overheated pump caught fire, causing multiple storage tanks to discharge their contents into a drainage system that led to a navigable waterway.⁵

United States Environmental Protection Agency ("USEPA" or "FOSC") is the Federal On Scene Coordinator for the incident.⁶ The FOSC opened Federal Project Number (FPN) UCGPE25202 in response to the incident and issued a Notice of Federal Interest (NOFI)⁷ and a Notice of Federal Assumption (NOFA)⁸ to Greentopia.⁹ A Unified Command ("UC") was established that included the FOSC, the United States Coast Guard ("USCG"), the New Jersey Department of Environmental Protection ("NJDEP") as the State On-Scene Coordinator

¹ This determination is written for the sole purpose of adjudicating a claim against the Oil Spill Liability Trust Fund (OSLTF). This determination adjudicates whether the claimant is entitled to OSLTF reimbursement of claimed removal costs or damages under the Oil Pollution Act of 1990. This determination does not adjudicate any rights or defenses any Responsible Party or Guarantor may have or may otherwise be able to raise in any future litigation or administrative actions, to include a lawsuit or other action initiated by the United States to recover the costs associated this incident. After a claim has been paid, the OSLTF becomes subrogated to all of the claimant's rights under 33 U.S.C. § 2715. When seeking to recover from a Responsible Party or a Guarantor any amounts paid to reimburse a claim, the OSLTF relies on the claimant's rights to establish liability. If a Responsible Party or Guarantor has any right to a defense to liability, those rights can be asserted against the OSLTF. Thus, this determination does not affect any rights held by a Responsible Party or a Guarantor.

² Claimant provided additional documentation on August 14, 2025 and amended their sum certain to \$600,268.20 via file entitled NPFC – Greentopia – 1, P. 8/14.

³ The documentation in the administrative record refers to the discharged oil as "cooking oil" in most places. It is also specifically captured as "peanut oil" and "soybean oil" in the administrative record, as well. Edible oil is oil as defined by the Oil Pollution Act. 33 U.S.C. 2701(23). *See, e.g., POWER AUTHORITY [sic] of the State of New York v. M/V ELLEN S. BOUCHARD*, 968 F.3d 165, 171-2 (2nd Cir. 2020).

⁴ National Response Center (NRC) Report # 1428882 dated April 18, 2025.

⁵ United States Environmental Protection Agency ("USEPA") Region II Amended OPA Removal Project Plan – Greentopia Oil Spill, North Arlington, NJ, section IIIA, Site Description and Physical Location, P.1/7, dated June 5, 2025.

⁶ *See*, USEPA POLREP #1 dated April 24, 2025. *See also*, POLREP #2 dated May 15, 2025.

⁷ USEPA Notice of Federal Interest (NOFI) issued to Greentopia dated May 20, 2025.

⁸ USEPA Notice of Federal Assumption (NOFA) to Greentopia dated May 20, 2025.

⁹ *See*, United States Environmental Protection Agency ("USEPA") Region II Amended OPA Removal Project Plan – Greentopia Oil Spill, North Arlington, NJ, P. 7/7 dated June 5, 2025. *See also*, USEPA POLREP #2, section 2.1.3, P. 2/4 dated May 15, 2025.

(“SOSC”), the Bergen County, N.J Fire Department, Bergen County, N.J. Hazardous Materials responders, and the North Arlington Fire Department.¹⁰

In accordance with the Oil Pollution Act of 1990 (“OPA”),¹¹ the FOSC identified Greentopia, Inc. as the Responsible Party (“RP” or “Greentopia”).¹² On April 18, 2025, NJDEP, USCG, and USEPA responded to the spill. Greentopia hired Ken’s Marine Service, Inc. to handle response actions. The USEPA as the FOSC provided oversight with support from the SOSC.¹³

On May 7, 2025, Greentopia, Inc. indicated it did not have the financial resources to continue funding the response, therefore USEPA assumed control of the response and its response contractor arrived on scene on May 8, 2025.¹⁴

After satisfying its presentment requirements under OPA,¹⁵ Ken’s Marine Service, Inc. presented its uncompensated removal costs claim to the National Pollution Funds Center (“NPFC”) for \$612,370.14.¹⁶ Ken’s Marine later amended its sum certain to \$600,268.20.¹⁷

The NPFC thoroughly reviewed all documentation submitted with the claim, analyzed the applicable law and regulations, and after careful consideration has determined that \$577,994.97 of the claimed costs are compensable and offers this amount as full and final compensation as detailed below.

I. DETERMINATION PROCESS:

The NPFC utilizes an informal process when adjudicating claims against the Oil Spill Liability Trust Fund (OSLTF).¹⁸ As a result, 5 U.S.C. § 555(e) requires the NPFC to provide a brief statement explaining its decision. This determination is issued to satisfy that requirement.

When adjudicating claims against the OSLTF, the NPFC acts as the finder of fact. In this role, the NPFC considers all relevant evidence, including evidence provided by claimants and evidence obtained independently by the NPFC, and weighs its probative value when determining the facts of the claim.¹⁹ The NPFC may rely upon, but is not bound by the findings of fact,

¹⁰ USEPA Region II POLREP #2, section 3.1 Participating Entities, dated May 15, 2025.

¹¹ 33 U.S.C. § 2701(32).

¹² See, USEPA Notice of Federal Interest (NOFI) and Notice of Federal Assumption (NOFA) issued to Greentopia on May 20, 2025. See also, USEPA Region II POLREPs #1 and 2., dated April 24, 2025 and May 15, 2025, respectively.

¹³ See, USEPA Region II Amended OPA Removal Project Plan – Greentopia Oil Spill, North Arlington, NJ, P. 2/7 dated June 5, 2025.

¹⁴ USEPA Region II POLREP #2, section 2.1.2 Response Actions to Date, dated May 15, 2025.

¹⁵ See, 33 U.S.C. § 2713; 33 CFR 136.103.

¹⁶ See, Ken’s Marine Original Claim submission received May 27, 2025.

¹⁷ Claimant provided additional documentation on August 14, 2025 and amended their sum certain to \$600,268.20 via file entitled NPFC – Greentopia – 1, P. 8/14.

¹⁸ 33 CFR Part 136.

¹⁹ See, e.g., *Boquet Oyster House, Inc. v. United States*, 74 ERC 2004, 2011 WL 5187292, (E.D. La. 2011), “[T]he Fifth Circuit specifically recognized that an agency has discretion to credit one expert's report over another when experts express conflicting views.” (Citing, *Medina County v. Surface Transp. Bd.*, 602 F.3d 687, 699 (5th Cir. 2010)).

opinions, or conclusions reached by other entities.²⁰ If there is conflicting evidence in the record, the NPFC makes a determination as to what evidence is more credible or deserves greater weight, and makes its determination based on the preponderance of the credible evidence.

II. INCIDENT, RESPONSIBLE PARTY AND RECOVERY OPERATIONS:

Incident

The incident occurred at the Greentopia, Inc. vegetable recycling facility. The spill occurred when an overheated pump caught fire, causing multiple storage tanks to discharge their contents.²¹ Oil was discharged onto Porete Road and into a storm drain system located in front of the facility.²² The oil flowed approximately 650 feet east through the storm drain system to a discharge point in the drainage ditch. The ditch flows approximately 3,100 feet to a tidal flat that leads to the Hackensack River. As defined, the oil discharged into a navigable waterway of the United States.²³

Greentopia, Inc. implemented emergency response actions by hiring Ken's Marine Service, Inc. who focused on oil recovery from the roadway and storm drains and on-water containment using a combination of hard and soft boom, sweeps and absorbent pads which they deployed in strategic locations between April 18, 2025 and May 7, 2025.²⁴

Responsible Party

The spill occurred at an onshore facility as defined by the OPA.²⁵ OPA defines the responsible party for a discharge from an onshore facility as "any person or entity owning or operating such facility."²⁶ The FOSC identified Greentopia, as the RP.²⁷

On May 28, 2025, the NPFC issued an RP Notification letter to Greentopia, Inc. and its purported owner, Mr. (b) (6).²⁸

Recovery Operations

²⁰ See, e.g., *Use of Reports of Marine Casualty in Claims Process by National Pollution Funds Center*, 71 Fed. Reg. 60553 (October 13, 2006) and *Use of Reports of Marine Casualty in Claims Process by National Pollution Funds Center* 72 Fed. Reg. 17574 (concluding that NPFC may consider marine casualty reports but is not bound by them).

²¹ United States Environmental Protection Agency ("USEPA") Region II Amended OPA Removal Project Plan – Greentopia Oil Spill, North Arlington, NJ, section IIIA, Site Description and Physical Location, P.1/7, dated June 5, 2025.

²² United States Environmental Protection Agency ("USEPA") Region II Amended OPA Removal Project Plan – Greentopia Oil Spill, North Arlington, NJ, section IIIB, Description of Threat, P.2/7, dated June 5, 2025.

²³ *Id.*

²⁴ *Id.*

²⁵ An "onshore facility means any facility (including, but not limited to, motor vehicles and rolling stock) of any kind located in, on, or under, any land within the United States other than submerged land." 33 U.S.C. § 2701(24).

²⁶ 33 U.S.C. § 2701(32)

²⁷ United States Environmental Protection Agency ("USEPA") Region II Amended OPA Removal Project Plan – Greentopia Oil Spill, North Arlington, NJ, P. 7/7 dated June 5, 2025.

²⁸ See, RP Notification letter to Greentopia, Inc. and RP Notification letter to (b) (6) c/o (b) (6) Jr., esq., dated May 28, 2025. An RP Notification letter notifies the responsible party that a claim was presented to the NPFC seeking reimbursement of uncompensated removal costs incurred as a result of a discharge of oil to navigable waters of the United States.

The response began at approximately 1900 local time on April 18, 2025. Initial response efforts focused on oil recovery from the roadway and storm drains and on-water containment using a combination of hard and soft boom, sweeps and sorbent pads that were deployed in strategic locations.²⁹ The RP continued funding the response from April 18, 2025 through May 7, 2025 using Ken's Marine Service, Inc. as its Oil Spill Response Organization (OSRO). USEPA and NJDEP provided oversight of the response actions.³⁰

On May 5, 2025, the USEPA and NJDEP contacted the RP and informed him that he needed to mobilize Ken's Marine to recover the additional oil from the drainage canal. The RP claimed that its insurer was denying its claim stating the underwriter's version of the insurance policy did not cover discharges from the facility and it could not fund the cleanup.³¹ In response, the FOSC initiated steps to assume control of the spill.³² On May 8, 2025, USEPA's Emergency Rapid Response Service (ERRS) contractor mobilized to the site and assumed control of the response.³³

III. CLAIMANT AND RP:

Absent limited circumstances, the federal regulations implementing the Oil Pollution Act of 1990 (OPA)³⁴ require all claims for removal costs must be presented to the responsible party before seeking compensation from the NPFC.³⁵

Ken's Marine satisfied its presentment requirements under OPA.³⁶ The invoices were inclusive of labor, equipment and vehicles, materials and supplies, subcontractor costs, markup, and fixed price items totaling \$612,370.14.³⁷ The RP made a down payment in the amount of \$20,000.00 when it hired Ken's Marine on April 18, 2025³⁸ and it made a second partial payment in the amount of \$40,000.00 on April 19, 2025.³⁹ No future payments have been paid on the remaining invoices that are the basis of this claim.

IV. CLAIMANT AND NPFC:

²⁹ United States Environmental Protection Agency ("USEPA") Region II Amended OPA Removal Project Plan – Greentopia Oil Spill, North Arlington, NJ, section C. Previous Site actions, P. 2/7 dated June 5, 2025.

³⁰ *Id.*

³¹ *Id.*

³² *Id.*

³³ United States Environmental Protection Agency ("USEPA") Region II Amended OPA Removal Project Plan – Greentopia Oil Spill, North Arlington, NJ, section IVA Current Situation, P. 4-5/7 dated June 5, 2025.

³⁴ 33 U.S.C. § 2701 *et seq.*

³⁵ 33 CFR 136.103.

³⁶ Ken's Marine submitted a total of 5 invoices to the RP, Greentopia, Inc. via invoice 25-0395 on April 22, 2025, invoice 25-0405 on April 24, 2025, invoice 25-0429 on April 29, 2025, invoice 25-0457 on May 8, 2025, and invoice 25-0481 on May 12, 2025, respectively for interim costs. These costs are the subject of the claim.

³⁷ Claimant provided additional documentation on August 14, 2025 and amended their sum certain to \$600,268.20 via file entitled NPFC – Greentopia – 1, P. 8/14.

³⁸ Ken's Marine Original claim submission, invoice 25-0395, P.12/26, proof of payment receipt dated April 18, 2025.

³⁹ Ken's Marine Original claim submission, invoice 25-0395, P.13/26, proof of payment receipt dated April 19, 2025.

When an RP denies a claim or has not settled a claim after ninety-days of receipt, a claimant may elect to present its claim to the NPFC.⁴⁰ On May 27, 2025, Ken’s Marine Service, Inc. presented its uncompensated removal costs claim to the National Pollution Funds Center (“NPFC”) for \$612,370.14.⁴¹ Later, Ken’s Marine amended its sum certain to \$600,268.20.⁴²

The claim included OSLTF Claim Form dated May 16, 2025, Invoice 25-0395 with backup documents, Invoice 25-0405 with backup documents, Invoice 25-0429 with backup documents, Invoice 25-0457 with backup documents, and Invoice 25-0481 with backup documents.⁴³

From early May, 2025 to August, 2025, the NPFC sought additional information from the claimant to support its claim. On various occasions during that timeframe the claimant provided some, but not all, of the requested information to support its claim and more specifically, its claimed costs.⁴⁴

V. DISCUSSION:

An RP is liable for all removal costs and damages resulting from either an oil discharge or a substantial threat of oil discharge into a navigable water of the United States.⁴⁵ An RP’s liability is strict, joint, and several.⁴⁶ When enacting OPA, Congress “explicitly recognized that the existing federal and states laws provided inadequate cleanup and damage remedies, required large taxpayer subsidies for costly cleanup activities and presented substantial burdens to victim’s recoveries such as legal defenses, corporate forms, and burdens of proof unfairly favoring those responsible for the spills.”⁴⁷ OPA was intended to cure these deficiencies in the law.

OPA provides a mechanism for compensating parties who have incurred removal costs where the responsible party has failed to do so. 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.”⁴⁸ The term “remove” or “removal” means “containment and removal of oil [...] from water and shorelines or the taking of other actions as may be necessary to minimize or mitigate damage to the public health or welfare, including, but not limited to fish, shellfish, wildlife, and public and private property, shorelines, and beaches.”⁴⁹

⁴⁰ 33 CFR 136.103.

⁴¹ See, Ken’s Marine Original claim submission received May 27, 2025.

⁴² Claimant provided additional documentation on August 14, 2025 and amended their sum certain to \$600,268.20 via file entitled NPFC – Greentopia – 1, P. 8/14.

⁴³ See, Ken’s Marine Original claim submission dated May 16, 2025 and received on May 27, 2025.

⁴⁴ See, various emails from the NPFC to Ken’s Marine and from Ken’s Marine to the NPFC from May, 2025 to August, 2025.

⁴⁵ 33 U.S.C. § 2702(a).

⁴⁶ See, H.R. Rep. No 101-653, at 102 (1990), *reprinted in* 1990 U.S.C.C.A.N. 779, 780.

⁴⁷ *Apex Oil Co., Inc. v United States*, 208 F. Supp. 2d 642, 651-52 (E.D. La. 2002) (*citing* S. Rep. No. 101-94 (1989), *reprinted in* 1990 U.S.C.C.A.N. 722).

⁴⁸ 33 U.S.C. § 2701(31).

⁴⁹ 33 U.S.C. § 2701(30).

The NPFC is authorized to pay claims for uncompensated removal costs that are consistent with the National Contingency Plan (NCP).⁵⁰ The NPFC has promulgated a comprehensive set of regulations governing the presentment, filing, processing, settling, and adjudicating such claims.⁵¹ The claimant bears the burden of providing all evidence, information, and documentation deemed relevant and necessary by the Director of the NPFC, to support and properly process the claim.⁵²

Before reimbursement can be authorized for uncompensated removal costs, the claimant must demonstrate by a preponderance of the evidence:

- (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 directed by the FOSC or determined by the FOSC to be consistent with the National Contingency Plan;⁵³
- (d) That the removal costs were uncompensated and reasonable.⁵⁴

The NPFC analyzed each of these factors and determined that most of the costs incurred and submitted by Ken's Marine herein are compensable removal costs based on the supporting documentation provided. All costs approved for payment were verified as being invoiced at the appropriate pricing⁵⁵ and all approved costs were supported by adequate documentation which included invoices and daily field logs⁵⁶ and have been determined by the FOSC to be consistent with the National Contingency Plan (NCP).⁵⁷

Upon adjudication of the costs, the NPFC has determined that the amount of compensable removal costs is \$577,994.97 while \$22,273.23 is denied based on the following categories by Invoice:⁵⁸

Invoice 25-0395:

1. Reduced quantity for Yellow Latex Chicken boots based on approved personnel.
Total denied: \$6.75
2. Gasoline purchases denied for lack of itemized receipts for each purchase.
Total denied: \$69.80
3. Mob – Set up Containment Berm denied - not on rate sheet.
Total denied: \$250.00
4. Mob – Set up Frac Tank – not on rate sheet.
Total denied: \$1,178.00

⁵⁰ See generally, 33 U.S.C. § 2712 (a) (4); 33 U.S.C. § 2713; and 33 CFR Part 136.

⁵¹ 33 CFR Part 136.

⁵² 33 CFR 136.105.

⁵³ See, email from FOSC to NPFC, dated June 9, 2025.

⁵⁴ 33 CFR 136.203; 33 CFR 136.205.

⁵⁵ Ken's Marine Original claim submission received May 27, 2025.

⁵⁶ Ken's Marine Original claim submission and supporting documentation provided on May 27, 2025, August 13, 2025, August 14, 2025, August 15, 2025, and August 18, 2025, respectively.

⁵⁷ See, email from FOSC to NPFC dated June 9, 2025.

⁵⁸ Enclosure 3 provides a detailed analysis of the amounts approved and denied by the NPFC.

5. Incorrect pricing according to rate sheet for Nitro/Latex Gloves per pair.
Total denied: \$252.00
6. Incorrect pricing according to rate sheet for Pickup Truck.
Total denied: \$100.00
7. Incorrect pricing according to rate sheet for Rack Truck.
Total denied: \$50.00
8. Incorrect pricing according to rate sheet for Snare on a rope.
Total denied: \$6.00
9. Incorrect pricing according to rate sheet for Spill Response Truck.
Total denied: \$25.00
10. Vacuum Truck quantity denied based on daily documentation.
Total denied: \$1,375.00
11. Sales Tax adjusted according based on approved costs.
Total denied: \$219.46

Total denied for this invoice: \$3,532.01⁵⁹

Invoice 25-0405:

1. Gasoline purchases denied for lack of itemized receipts for each purchase.
Total denied: \$91.15
2. Incorrect pricing according to rate sheet for Nitro/Latex Gloves per pair.
Total denied: \$102.00
3. Incorrect pricing according to rate sheet for Pickup Truck.
Total denied: \$120.00
4. Incorrect pricing according to rate sheet for Rack Truck.
Total denied: \$50.00
5. Incorrect pricing according to rate sheet for Spill Response Truck.
Total denied: \$25.00
6. Reduced quantity of Tyvek coveralls based on approved personnel this date excluding drivers.
Total denied: \$2,790.00
7. Sales Tax adjusted according based on approved costs.
Total denied: \$210.55

Total denied for this invoice: \$3,388.70⁶⁰

Invoice 25-0429:

1. Diesel fuel purchases denied for lack of itemized receipts for each purchase.
Total denied: \$36.00
2. Disposal fee for solids reduced based on evidence and/or proof of payment or lack thereof.

⁵⁹ See, Enclosure 3, Sheet 2, lines 27, 30, 32, 42, 43, 46, 95, 99, 100, 114, 121, 122, 148, 151, 153, 154, 164, 166, 201, 204, 205, 220, 222, 226, 253, 258, 259, 265, 266, 283, 287 and 295.

⁶⁰ See, Enclosure 3, Sheet 3, lines 28, 29, 34, 52, 56, 90, 91, 96, 114, 115, 118, 153, 157, 159, 179, 185, 218, 222, 224, 243, 248, 281, 285, 287, 306, 311 and 321.

Total denied: \$4,747.56

3. Gasoline purchases denied for lack of itemized receipts for each purchase.

Total denied: \$139.30

4. Mob – Set up Containment Berm denied - not on rate sheet.

Total denied: \$125.00

5. Mob – Set up Frac Tank – not on rate sheet.

Total denied: \$589.00

6. Incorrect pricing according to rate sheet for Pickup Truck.

Total denied: \$40.00

7. Incorrect pricing according to rate sheet for Rack Truck and reduced quantity based on daily documentation.

Total denied: \$525.00

7. Incorrect pricing according to rate sheet for Spill Response Truck.

Total denied: \$10.00

8. Reduced quantity of Tyvek coveralls based on approved personnel this date excluding drivers

Total denied: \$1,530.00

8. Sales Tax adjusted according based on approved costs.

Total denied: \$512.90

Total denied for this invoice: \$8,254.76⁶¹

Invoice 25-0457:

1. Gasoline purchases denied for lack of itemized receipts for each purchase.

Total denied: \$79.95

2. Per Diem – Lunch adjusted based on number of approved personnel.

Total denied: \$17.00

3. Incorrect pricing according to rate sheet for Pickup Truck.

Total denied: \$20.00

4. Incorrect pricing according to rate sheet for Rack Truck.

Total denied: \$10.00

5. Incorrect pricing according to rate sheet for Spill Response Truck.

Total denied: \$5.00

6. Reduced quantity of Tyvek coveralls based on approved personnel this date excluding drivers

Total denied: \$120.00

7. Sales Tax adjusted according based on approved costs.

Total denied: \$16.69

Total denied for this invoice: \$268.64⁶²

Invoice 25-0481:

⁶¹ See, Enclosure 3, Sheet 4, lines 26, 31, 32, 53, 54, 59, 60, 91, 95, 96, 121, 122, 125, 156, 160, 184, 185, 188, 189, 190, 213, 223, 225, 226 and 232.

⁶² See, Enclosure 3, Sheet 5, lines 21, 24, 25, 45, 46, 47, 50 and 56.

1. Missing proof of payment for 10x50' Containment Berm rental.
Total denied: \$720.00
2. Missing proof of payment for Certified Clean Truck washing.
Total denied: \$669.80
3. Missing evidence and proof of payment for Disposal fee for solid - bulk and Disposal fee for liquid - bulk.
Total denied: \$3,730.00
4. Missing proof of payment for frac tank rental.
Total denied: \$1,200.00
5. Manifest fee not listed on rate sheet pricing.
Total denied: \$80.00
5. Incorrect pricing according to rate sheet for Rack Truck.
Total denied: \$5.00
8. Sales Tax adjusted according based on approved costs.
Total denied: \$424.32

Total denied for this invoice: \$6,829.12⁶³

Overall Denied Costs: \$22,273.23⁶⁴

VI. CONCLUSION:

After careful analysis of all the supporting documentation provided by the claimant and the entire administrative record, the NPFC determines and finds as a matter of fact that on April 18, 2025, the Greentopia Inc. vegetable oil recycling facility located in North Arlington, Bergen County, NJ discharged oil and posed a substantial threat of discharge to the Hackensack River as determined by the FOSC.⁶⁵ The FOSC determined all response actions performed by Ken's Marine Service Inc. between the dates of April 18, 2025 and May 12, 2025, were consistent with the National Contingency Plan (NCP).⁶⁶

Ken's Marine was hired by the facility operator, Greentopia, Inc. to perform response actions that were determined by the FOSC to be consistent with the NCP.⁶⁷ As such, the NPFC finds that the claimant's costs and actions were the result of a discharge of oil and continuing substantial threat of discharge as defined by OPA and as determined by the FOSC.

Based on a comprehensive review of the record, the applicable law and regulations, and for the reasons outlined above, Ken's Marine Service Inc.'s request for uncompensated removal costs is approved in the amount of **\$577,994.97**.

⁶³ See, Enclosure 3, Sheet 6, lines 8, 19, 20, 24, 25, 36, 41, 42 and 48.

⁶⁴ See, Enclosure 3.

⁶⁵ See, email from FOSC to NPFC dated June 9, 2025.

⁶⁶ *Id.*

⁶⁷ *Id.*

This determination is a settlement offer,⁶⁸ the claimant has 60 days in which to accept this offer. Failure to do so automatically voids the offer.⁶⁹ The NPFC reserves the right to revoke a settlement offer at any time prior to acceptance.⁷⁰ Moreover, this settlement offer is based upon the unique facts giving rise to this claim and is not precedential.

(b) (6)

Claim Supervisor:

(b) (6)

Date of Supervisor's review: 9/25/2025

Supervisor Action: *Offer Approved*

⁶⁸ Payment in full, or acceptance by the claimant of an offer of settlement by the Fund, is final and conclusive for all purposes and, upon payment, constitutes a release of the Fund for the claim. In addition, acceptance of any compensation from the Fund precludes the claimant from filing any subsequent action against any person to recover costs or damages which are the subject of the uncompensated claim. Acceptance of any compensation also constitutes an agreement by the claimant to assign to the Fund any rights, claims, and causes of action the claimant has against any person for the costs and damages which are the subject of the compensated claims and to cooperate reasonably with the Fund in any claim or action by the Fund against any person to recover the amounts paid by the Fund. The cooperation shall include, but is not limited to, immediately reimbursing the Fund for any compensation received from any other source for the same costs and damages and providing any documentation, evidence, testimony, and other support, as may be necessary for the Fund to recover from any person. 33 CFR 136.115(a).

⁶⁹ 33 CFR 136.115(b).

⁷⁰ *Id.*