

CLAIM SUMMARY / DETERMINATION FORM

Claim Number	: 916001-0001
Claimant	: National Response Corporation
Type of Claimant	: Corporate
Type of Claim	: Removal Costs
Claim Manager	: [REDACTED]
Amount Requested	: \$332,729.60

FACTS:

1. Oil Spill Incident: On March 20, 2015, at approx 0215, the United States Coast Guard (USCG) Sector Los Angeles/Long Beach, Marine Environmental Response Branch (MER) received a notification of a discharge of heavy fuel oil at Long Beach Anchorage B-4. The discharge occurred when the M/V MARBELLA CARRIER had a burp in its starboard fuel oil tank 43 (STBD FO TK43) during a transfer of bunker fuel, causing oil to discharge out of a “gooseneck” vent, onto the vessel’s deck and over the containment area. Approximately 100 Liters of product ran down the starboard side of the vessel, into Long Beach Harbor, oiling the M/V MARBELLA CARRIER and servicing barge LILY BLAIR, creating sheen, and moving toward the jetty rip-rap on the south side of the Long Beach Naval Base. Long Beach Harbor is a navigable waterway of the US.¹

Witt O’Brien’s (WOB) was contracted by the M/V MARBELLA CARRIER’s operator, Norbulk Shipping (UK) Ltd., to serve as the Incident Management Team (IMT) Qualified Individual (QI). WOB in turn hired National Response Corporation Environmental Services (NRC) on March 21, 2015, as its Oil Spill Response Organization (OSRO) for oil recovery operations.²

Oil removal operations were initiated by NRC on March 21, 2015. MER worked with the Responsible Party and WOB to approve a removal action plan, including safely separating the barge and vessel so that clean up could be completed and both the vessel and barge could be decontaminated. The California Department of Fish and Wildlife (CAL-F&W) and NOAA National Marine Fisheries Representative were also present.³

The USCG issued a Notice of Federal Interest (NOFI) to Giralda Shipping Corp., the owner of the M/V MARBELLA CARRIER, as the Responsible Party (RP).⁴ This incident was reported to the National Response Center via Report # 1111337 on March 21, 2015.

¹ See, Email dated December 22, 2015 from Lt [REDACTED] of Sector Los Angeles/Long Beach; Statement of [REDACTED], MST3, USCG; MISLE Activity Id: 5087830 - reporting that the spill was caused by “an automatic stop valve failure”.

² See, NRC Authorization to Proceed (ATP) dated 21 March 2015. National Response Corporation Environmental Services is a wholly owned subsidiary of the claimant, National Response Corporation. The two entities are jointly referred to herein as “NRC”.

³ See, ICS 201-CG

⁴ See, NOFI, issued March 21, 2015, to Giralda Shipping Co. Email dated December 22, 2015 from Lt [REDACTED] of Sector Los Angeles/Long Beach.

2. Description of removal actions performed, as reported by the Claimant: The Claimant, NRC, has asserted the following facts in support of its claim. On March 21, 2015, NRC arrived at the site of the incident, meeting the USCG Federal On-Scene Coordinator's representative (FOSCR) on-board the M/V MARBELLA CARRIER. NRC was directed by the USCG to place boom along the Navy Mole rip-rap, as it was observed that fuel was heading that direction. In response, NRC placed 1800' of boom, and an additional 800' of boom was placed to complete booming to the east end of the rip-rap. NRC small boats were also used to tow "U" sweeps with absorbent boom to collect the free-floating oil. Additionally, snare boom was placed inside of the hard boom as passive collection while NRC collected the free-floating oil around open water. NRC personnel and Jon-boats arrived to clean the hull of the barge. A night crew was arranged by NRC to continue operations in order to expedite the cleanup.

On day two, March 22, 2015, NRC completed the vessel and barge hull/oil stain cleaning and the M/V MARBELLA CARRIER and barge LILY BLAIR were both released. On day three, March 23, 2015, NRC recovered the snare boom inside of the harbor boom, and, once that was completed, NRC removed the harbor boom. According to the Claimant's documentation, the decon station was set up at the Long Beach Marine yard, and decon of all harbor boom, boats and hand tools was conducted from days 4-10 to complete the project.⁵ According to the claim, NRC continued to provide services through May 15, 2015.⁶

3. Description of removal actions performed, as reported by the FOOSC representative:

The following is the description of the removal actions, as reported by the Federal On-Scene Coordinator's representative (FOSCR), LT [REDACTED], to the National Pollution Funds Center (NPFC).⁷

"On March 20, 2015: At approx 0215, MER received a notification of a discharge of Heavy Fuel Oil from a gooseneck during a bunker transfer at Long Beach Anchorage B-4. The M/V MARBELLA CARRIER had a burp in its STBD FO TK43 causing oil to discharge out the gooseneck and over the containment area. Approx 33 Gallons (100 Liters) of product ran down the STBD side of the vessel into the Long Beach Harbor, creating a sheen. Boom was laid out in an attempt to contain the discharge. Witt O' Brien's was contracted on behalf of the RP and hired National Response Corporation Environmental Services (NRC) as its OSRO for oil recovery operations. Most of the discharge was contained onboard the vessel and barge LILY BLAIR as well as along the jetty Riprap on the south side of the Naval Base. Recovery operations were conducted. MER worked with the Responsible Party and Witt O'Brien's to approve a plan that would safely separate the barge and vessel so that clean up could be completed and both the

⁵ See, Email dated August 18, 2015 from [REDACTED]; NRC Case # 15-0338 Emergency Response log; NRC invoice # 624040 dated June 19, 2015; NRC invoice details sheets that accompanied the NRC invoice (29 pages); NRC Daily Work Report sheets for each day billed; third party invoices; and disposal manifests.

⁶ See, NRC Invoice # 624040; and NRC invoice details sheets which indicate work performed and were signed by WOB on May 11, 2015.

⁷ See, Email dated December 22, 2015 from Lt [REDACTED] of Sector Los Angeles/Long Beach, including attachments with amplifying information. See also, Email dated December 21, 2015 from FOOSC to the NPFC.

vessel and barge could be decontaminated. A NOFI was issued to the M/V MARBELLA CARRIER.

On March 21, 2015: MER continued to monitor the response and oversee a plan that would safely separate the barge and vessel so that clean up could be completed and both the vessel and barge could be decontaminated. A Unified Command was set up with California Fish & Wildlife (CAL F & W) who operated in its capacity as the State On-Scene Coordinator (SOSC), USCG FOSCR and an RP Representative. The command post was at the Navy MOL and the staging area was the NRC berth. NRC contractors maintained presence of waterside cleanup (vessels) while Patriot Environmental removed the soiled kelp near the riprap at the Navy MOL.

On March 22, 2015: MER personnel followed up on the M/V MARBELLA CARRIER. In the morning at approximately 0900, the barge LILY BLAIR was deemed successfully decontaminated and allowed to depart. Patriot Environmental was subcontracted to clean the impacted kelp and shoreline adjacent to the sea launch facility. Just before nightfall, the M/V MARBELLA CARRIER was deemed successfully decontaminated and the Captain of the Port Order (COTP) order was lifted and the vessel was allowed to depart. MER scheduled a meeting with Cal F&W at 0700 the next morning to further discuss the following morning's shoreline clean up operations.

On March 23, 2015: MER personnel conducted follow-up with the M/V MARBELLA CARRIER. MER personnel attended the daily brief with members from CAL F & W, NRC, Patriot, and Harbor Department, as well as Witt O'Brien's to discuss the shoreline clean up. The shoreline hard boom was to remain in place until clean up was verified complete. MER would follow up later in the day.

According to MER personnel involved, at this point remaining cleanup of shoreline was overseen by CAL F&W. From the FOSCR's perspective, the ship was decontaminated and cleared, the enforcement action had been completed, cleanup actions were appropriate, and CAL F&W was overseeing the final shoreline cleanup. After the Coast Guard unit communicated with the CAL F&W Warden (as the State On Scene Coordinator (SOSC)) that was on the case, they signed off on the final beach cleanup on 24MAR15.^{8,9}

4. *Presentment to the Responsible Party:*

As noted above, Giralda Shipping Corp. and Norbulk Shipping (UK) Ltd. (Norbulk), respectively the owner and operator of the M/V MARBELLA CARRIER, are the

⁸ See, Email dated December 22, 2015 from LT [REDACTED] to NPFC.

⁹ See, Email dated December 22, 2015 from CAL F & W to FOSCR confirming end date of the Federal response. Additional response activities may have followed at the request of CAL F & W. See Email dated August 18, 2015, from [REDACTED].

Responsible Parties for the incident.¹⁰ On June 19, 2015, the Claimant, NRC, presented all invoices and documentation associated with this claim to the RP via NRC Invoice # 624040 in the amount of \$517,663.44. On July 5, 2015, WOB recommended to Norbulk that NRC be paid \$511,424.69.

On August 19, 2015, following negotiations and audits on both sides, Norbulk paid NRC \$200,000 “under protest” in a good faith effort to try to resolve the dispute. On September 28, 2014, NRC sent Norbulk NRC Invoice # 624040REV dated September 24, 2015, in the total amount due of \$332,729.60. The revised NRC invoice was sent to the RP via a cover explanatory letter dated September 28, 2015 stating that the revised invoice reflected the \$200,000 good faith payment and late payment interest of \$18,731.45.¹¹

NRC’s claim against the Fund was presented to the NPFC by the Credit and Collections Manager of NRC, Mr. [REDACTED], and was received by NPFC on October 6, 2015. Following receipt of this claim submission, the NPFC sent an RP Notification Letter to the RP dated October 7, 2015. On October 20, 2015, the RP, through its legal representative, Mr. [REDACTED] of McKasson & Klein LLP, acknowledged receipt of the NPFC’s notification and claim information and requested an extension of time to respond. The NPFC granted an extension, giving the RP until November 30, 2015 to respond with any information it wished the NPFC consider.¹² On December 7, 2015, the RP sent four (4) emails with attachments to NPFC in response to the NPFC’s RP Notification Letter. The RP also provided the NPFC with an Expert Report titled “Analysis of Response Costs: Marbella Carrier 21 March 2015 Spill in Long Beach, CA”, prepared by Dr. [REDACTED] on behalf of the RP counsel. In the report, Dr. [REDACTED] analyzed the NRC documentation and data, conducted an independent investigation of factors that may have influenced the costs of the response, and performed statistical analyses and projections. Dr. [REDACTED] also compared NRC’s spill response cleanup costs to those of similar spills in California and elsewhere.¹³ Dr. [REDACTED] concluded that the claimed costs were “about 10 times the estimated costs and about five times the cost estimate that included extenuating circumstances.”

THE CLAIMANT AND THE CLAIM:

On October 6, 2015, NRC submitted a claim for its uncompensated removal costs associated with cleanup of the M/V MARBELLA CARRIER oil spill incident to the Oil Spill Liability Trust Fund (OSLTF or the Fund). NRC’s claim asserts that the RP failed to pay NRC in full, and that it has incurred uncompensated removal costs in the total remaining sum certain amount of \$332,729.60 for services NRC provided from March 21, 2015 through May 11, 2015.¹⁴ (As noted above, the RP did make a partial “good faith” payment to the Claimant in

¹⁰ See, NOFI, issued March 21, 2015, to Giralda Shipping Co.; Email dated December 22, 2015 from Lt [REDACTED] of Sector Los Angeles/Long Beach.

¹¹ See, Letter dated September 28, 2015, from NRC Senior Vice President, [REDACTED]; Letter dated December 7, 2015, from RP counsel [REDACTED].

¹² See, October 20, 2015 email from NPFC to RP Counsel granting ext. to produce information.

¹³ See, November 16, 2015, Expert Report “Analysis of Response Costs: Marbella Carrier 21 March 2015 Spill in Long Beach, CA” by Dr. [REDACTED]

¹⁴ See, NRC Invoice Daily Logs and Invoice Detail sheets which accompanied NRC invoice # 624040. Last day worked documented by a Daily Work Report was May 11, 2015.

the amount of \$200,000.00, which was received by NRC on August 19, 2015.)¹⁵ NRC included a copy of its vendor rate schedule, in the claim submission.

APPLICABLE LAW:

Under OPA 90, 33 USC § 2702(a), each responsible party for a vessel or facility from which oil is discharged, or which poses the substantial threat of a discharge of oil, into or upon the navigable waters or adjoining shorelines is liable for the removal costs and damages described in 33 USC § 2702(b) that result from the incident. The responsible party's liability includes the "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, at 33 USC § 2701(31), 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 such 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].

Under 33 USC §2713(a), all claims for removal costs or damages must (with certain exceptions not applicable here) be presented first to the responsible party or guarantor of the designated source of the incident. Then, as provided in 33 U.S.C. §2713(d), "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.

¹⁵ See, September 28, 2015 letter from NRC to Norbulk Shipping (UK) Ltd.

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 Director, 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.”

In addition, 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. FOSC coordination was established for the project via USCG Sector Los Angeles/Long Beach for services provided through March 24, 2015,¹⁶ in accordance with 33 U.S.C. § 1321(d)(2) and the National Contingency Plan;
2. The incident involved a discharge of “oil” as defined in OPA 90, 33 U.S.C. § 2701(23), to navigable water;
3. The incident, however, did not pose a substantial threat to the public health and welfare, so a responsible party response action was appropriate (*see* 40 CFR 300.305(d));
4. A Responsible Party was identified and subsequently notified by the FOSC. 33 U.S.C. § 2701(32);
5. The claim was submitted timely, within the six year statute of limitations in 33 U.S.C. § 2712(h)(1)
6. In accordance with 33 CFR § 136.105(e)(12), the Claimant has certified that no suit has been filed in court for the claimed uncompensated removal costs;
7. The claimant presented the claimed removal costs to the RP beginning in June, 2015, prior to submitting the claim to NPFC. The NPFC also notified the RP about the claim, and the RP’s counsel, [REDACTED], Esq., has provided additional information respecting the claim.
8. The NPFC Claims Manager has reviewed all documentation submitted by the Claimant with the claim, all documentation submitted on behalf of the RP, and further

¹⁶ See USCG Sector Los Angeles/Long Beach Case Report # 719909, opened 3/21/2015 and email dated December 22, 2015 from SOSOC to the FOSC confirming end date of response as March 24, 2015.

documentation provided by USCG Sector Los Angeles/Long Beach, and has determined which of the removal costs were incurred for removal actions in accordance with the National Contingency Plan (NCP) and whether the costs for these actions were reasonable and allowable under OPA and 33 CFR § 136.205.

B. Analysis:

The NPFC Claims Division (CA) reviewed the actual cost invoices and dailies to determine whether the Claimant had incurred all costs claimed. The review focused on: (1) whether the actions taken were compensable “removal actions” under OPA 90 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 directed by the FOSC, or determined by the FOSC to be consistent with the NCP, and (4) whether the costs were adequately documented and reasonable. The Claims Manager validated the costs incurred and determined what were reasonable and necessary and performed in accordance with the NCP.

The NPFC reviewed the contract between the Claimant, NRC, and the RP, including the NRC rate schedule that was in place at the time the services were provided. The NPFC based its adjudication of the costs claimed on provisions from the NRC contract and rate schedule, the NRC invoicing, the daily field logs, associated supporting documentation, the WOB Spill Management Team audit of the NRC invoicing and third party invoicing, along with the associated receipts and proof of payment for those actions performed.

WOB was retained by the RP, as mentioned earlier, was charged with hiring NRC as the response contractor on behalf of the RP, and monitored NRC’s removal actions on behalf of the RP as part of the Unified Command structure for this incident. WOB then performed an audit of the NRC’s charges to the RP and made a determination on behalf of the RP for what charges it deemed appropriate.¹⁷

The NPFC also considered all evidence presented by the RP including, but not limited to, Norbulk’s response letter to the NPFC dated December 7, 2015, including all of its associated attachments, as well as an email from the RP to the NPFC dated January 6, 2016 with a supplemental Expert Report prepared by Dr. [REDACTED], PhD, regarding weather during the incident and response.

The Claimant performed cleanup utilizing personnel, boat assets, vehicles, containment boom and pads, various response supplies, equipment, and roll off bins. In addition, the Claimant performed disposal.

Upon receipt of this claim submission, the NPFC sent an RP Notification Letter to Norbulk Shipping (UK) Ltd.¹⁸ Norbulk responded to the NPFC’s notification on December 7, 2015 via its legal representative, Mr. [REDACTED] of McKasson & Klein LLP. Mr. [REDACTED] response

¹⁷ See, WOB letter dated July 5, 2015, whereby WOB reports its audit findings and recommends the amount to be approved and paid by the RP as \$511,424.69.

¹⁸ See RP Notification Letter dated October 7, 2015.

consisted of a cover letter and eleven (11) exhibits. In summary, the RP states that it believes NRC's request for in excess of \$300,000.00, which is over and above the \$200,000.00 good faith payment the RP made in August of 2015, is a violation of any notion of reasonableness. As such, Norbulk has urged the NPFC to either reduce the amount allowed to NRC to below the \$200,000.00 payment already paid by Norbulk; or deny any further payment to NRC.¹⁹

Based on the concerns raised by Norbulk via its legal representative, the NPFC performed an independent investigation into the response, the actions performed by NRC and by WOB's Response Management in its capacity as the Spill Management Team (SMT) for Norbulk, the level of effort used in responding to this incident, as well as the actual end date of the OPA 90 removal action as reported by the FOOSC/USCG Sector Los Angeles/Long Beach, Marine Environmental Response Branch (MER). NPFC considered the RP's expert report, but did not find it persuasive in light of the FOOSC's report, WOB's audit, and the NPFC's prior experience adjudicating removal cost claims by NRC in the same geographic area for other vessel incidents.

In particular, the NPFC found NRC's charges for this incident to be in a similar range, and under similar circumstances and pricing metrics, to other NRC incident responses in the same geographic area. The NPFC obtained written documentation from LT [REDACTED] of Sector LA/LB in his capacity as the FOOSC.²⁰ The NPFC also received a written statement from MST3 [REDACTED] who was the initial pollution responder on behalf of the FOOSC.²¹ Finally, the FOOSC provided the NPFC with an email from [REDACTED] of California Fish & Wildlife, who was the State On-Scene Coordinator (SOSC) for this incident, stating when the actual end date of the OPA 90 response was.²²

Based on a review of all information provided and obtained, and except as found further below, the NPFC finds that the majority of the claimed costs are reasonable removal costs and reimbursable from the Fund. The costs are for actions taken by NRC to minimize and mitigate the effects of the incident, and were taken at the direction of the FOOSC. The NPFC has further determined that these costs were billed in accordance with the rate schedule and contractual agreements in place at the time the services were rendered, and were determined by the FOOSC to be consistent with the NCP. NRC demonstrated that the actions it performed mitigated the effects of the oil that was released from the vessel and discharged into the waterway. Additionally, USCG Sector Los Angeles/Long Beach confirmed the actions that were undertaken by the Claimant.

The NPFC has determined, however, that some of the costs invoiced to Norbulk were excessive in nature for what would be considered reasonable. According to the invoicing provided, NRC had both equipment and personnel on-scene through May 15, 2015. However, documentation provided by the FOOSC²³ states that, by March 23, 2015, the vessel was decontaminated and cleared, the enforcement action had been completed, cleanup

¹⁹ See RP response to NPFC dated December 7, 2015 with all associated exhibits.

²⁰ See email statement from LT [REDACTED] to [REDACTED] of NPFC dated December 22, 2015.

²¹ See Statement of MST [REDACTED], Initial Pollution Investigator on scene and identified as attachment to the CG MISLE Case # 719909.

²² See email from [REDACTED] to MST2 [REDACTED] of Sector LA/LB dated December 22, 2015.

²³ See email from LT [REDACTED], USCG, to [REDACTED], NPFC, dated December 22, 2015.

actions were appropriate, and the California Department of Fish and Wildlife (SOSC) was overseeing the final shoreline cleanup.

Further, the SOSC signed off on the final beach cleanup the next day, and confirmed that, “March 24th was the last day of cleanup and all remaining booms [were] removed by the contractor,”²⁴ The FOOSC confirmed this date when it provided the information to the NPFC as the end date of the response. Additionally, NRC, in its own claim submission,²⁵ acknowledged that demobilization of its equipment was over a three-day period at any given time. It is unclear why the Claimant performed demobilization of this incident over such a long time period, and as such, it appears that doing so was more of a business decision rather than a necessity. The NPFC therefore, finds it reasonable to allow two consecutive days after the FOOSC determined the cleanup was completed (24 March, 2015). Therefore March 25-26, 2015, is granted as reasonable time for demobilization of NRC’s equipment.

As part of the NPFC’s investigation into the incident, the NPFC looked at claims that had been presented to the NPFC by NRC for other vessel oil spill incidents it responded to within the State of California. Two incidents in particular were taken into consideration when the NPFC determined how many days are appropriate for demobilization. NPFC claim # 909076-001 was a claim from NRC for a vessel spill response to approximately 42 gals of heavy fuel oil discharged at Los Angeles Pier 49. NRC took a total of two days for demobilization for that response. In NPFC claim # A10005-001 NRC responded to a vessel spill of 400-800 gallons of oil. It took a total of five days for demobilization for that incident. Therefore, based on a preponderance of the credible evidence, the NPFC finds that two days of demobilization for this incident is fair and reasonable.

Based on the foregoing and the fact that the costs themselves were signed for, audited and approved by the RP’s Spill Management Team, WOB, the NPFC determines that all OPA 90-compensable removal costs related to personnel, materials and equipment incurred from March 21-26, 2015 are reasonable, and that the claimed costs for that period are payable by the OSLTF. The remainder of the claimed personnel and materials/equipment costs are denied. Should NRC seek reconsideration of the denied costs, it would need to provide an explanation and supporting documentation demonstrating why such costs were reasonable, and why they were necessary above and beyond when the FOOSC deemed the removal action complete.

The NPFC hereby determines that the Claimant incurred \$217,361.21 in uncompensated removal costs; and that amount is payable by the OSLTF as full compensation for the reimbursable removal costs incurred by NRC and submitted to the NPFC under claim #916001-0001. The NPFC denies \$115,368.39 in costs that are either (1) for activities after March 26, 2015, (2) not supported by the record, or (3) for costs the NPFC determined were not OPA 90-compensable removal costs. See the NPFC Summary of Costs spreadsheet for an itemization of all costs approved and denied.


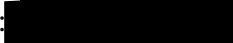
²⁴ See emails between Lt. [REDACTED], CA DFW, and PO [REDACTED], USCG, dated December 17 and 22, 2015.

²⁵ See email from Mr. [REDACTED], NRC, to Mr. [REDACTED], NRC, dated August 18, 2015, and submitted with the claim by the Claimant on October 6, 2015.

C. Determined Amount:

The NPFC hereby determines that the OSLTF will pay \$217,361.21 as full compensation for the claimed removal costs incurred by the Claimant and submitted to the NPFC under claim 916001-0001.

AMOUNT: \$217,361.21


Claim Supervisor: 
Date of Supervisor's review: <i>3/29/16</i>
Supervisor Action: <i>Approved</i>
Supervisor's Comments: