

FINAL

**MEMORANDUM OF AGREEMENT
AMONG THE
NATIONAL OCEANIC AND ATMOSPHERIC ADMINISTRATION
U.S. DEPARTMENT OF THE INTERIOR
STATE OF DELAWARE
STATE OF NEW JERSEY
and the
COMMONWEALTH OF PENNSYLVANIA
REGARDING NATURAL RESOURCE DAMAGE ASSESSMENT,
RESTORATION AND ACTIVITIES ARISING FROM
ATHOS I SPILL in the DELAWARE RIVER**

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I. INTRODUCTION

This Memorandum of Agreement (Agreement) by and among the National Oceanic and Atmospheric Administration of the United States Department of Commerce (hereinafter "NOAA"), the U.S. Department of the Interior (hereinafter "DOI") (Federal Trustees) and the Trustees for the State of Delaware, State of New Jersey and agencies of the Commonwealth of Pennsylvania (collectively hereinafter "Trustees") is entered into in recognition of the common interests of the Trustees in the restoration of natural resources and associated services which have been injured, destroyed or lost as a result of the Athos I Oil Spill (the Spill), which occurred on or about November 26, 2004, and resulted in the discharge of oil into the area known as the Delaware River and Bay. By way of this Agreement, the Trustees seek to ensure the coordination and cooperation of the Trustees in addressing their respective natural resource damage and restoration responsibilities arising from the Spill.

II. AUTHORITY

- A. Legal.** The Trustees enter into this Agreement in accordance with the natural resource Trustee authorities provided for each Trustee under §§ 1006 (a) - (g) of the Oil Pollution Act (OPA) of 1990, 33 U.S.C. § 2706(a)-(g); § 311 (f) of the Clean Water Act (CWA), 33 U.S.C. § 1321 (f); and other applicable Federal law, and State statutory and common law, including, but not limited to, the National Oil and Hazardous Substances Pollution Contingency Plan (NCP), as amended, 40 C.F.R. Part 300, and the OPA Natural Resource Damage Assessments Final Rule, 15 C.F.R. Part 990, 61 F.R. 440 (January 6, 1996); 7 Del. C. Chapters 60, 62, and 91; N.J.S.A. §§ 13:1D - 9f and 9q, N.J.S.A. §§ 58:10-23.11 et seq.; N.J.S.A. §§ 58:10A-1 et seq; 35 P.S. § 6020.301(14); 30 Pa. C.S.A. § 2506; 35 P.S. § 691.605; 71 P.S. § 1340.101 et seq.
- B. Natural Resource Trustees.** In accord with Section 1006(b) of OPA, 33 U.S.C. § 2706 (b), and Subpart G of the NCP, 40 CFR § 300.600 through 300.615, the following officials or their designees shall act on behalf of the public as Federal and State Trustees for natural resources under this Agreement:
1. The Director, Office of Response and Restoration, NOAA, acting on behalf of the Secretary of Commerce.
 2. The Regional Director, U.S. Fish and Wildlife Service Northeast Region, as Authorized Official, acting on behalf of the Secretary of the Department of the Interior.
 3. Commissioner, State of New Jersey Department of Environmental Protection by and through the New Jersey Office of Natural Resource Restoration.
 4. The Secretary of the Delaware Department of Natural Resources and Environmental Control.
 5. Secretary, Department of Environmental Protection, Commonwealth of Pennsylvania.
 6. Director of the Office of Conservation Science for the Department of Conservation and Natural Resources, Commonwealth of Pennsylvania.

7. Executive Director, Pennsylvania Fish and Boat Commission, Commonwealth of Pennsylvania.
8. Executive Director, Pennsylvania Game Commission, Commonwealth of Pennsylvania.

Other Trustees designated pursuant to 33 U.S.C. § 2706 (b) and (c), whose trust resources have been or may be injured as a result of the Spill, may become a signatory to this Agreement by an addendum to this Agreement.

III. DEFINITIONS

For purposes of this Agreement, the following definitions shall apply:

- A. "Joint use" means use of natural resource damage recoveries by the Trustees whether individually or collectively, in such a manner as is agreed upon by the Trustees in accordance with the terms of this Agreement.
- B. "Lead Administrative Trustee" or "LAT" means the Trustee agency which has been selected by all participating Trustees to coordinate natural resource damage assessment activities, and other activities as authorized by the Trustee Council.
- C. "Natural resources" shall have the same meaning as set forth in Section 1001 (20) of OPA, 33 U.S.C. §2701(20).
- D. "Natural resource damage (s) recovery (ies)" means any award, judgment, settlement or other payment to any of the Trustees which is received or controlled by any of the Trustees as a result of claims for natural resource damages related to the Spill, except that such term does not include any award which is a judgment, settlement, or payment in reimbursement of costs of natural resource damage assessment, as defined in 15 CFR Part 990, incurred by any of the Trustees.
- E. "Oversight expenses" means any costs associated with (1) individual Trustee participation in the damage assessment and restoration planning process, (2) Trustee Council administrative proceedings, (3) retention of consultants, coordinators, or any other technical or administrative services associated with the development of the restoration plan, or (4) the implementation of this Agreement other than the physical implementation of the final restoration plan (Damage Assessment and Restoration Plan, hereinafter DARP) approved by the Trustee Council.
- G. "Responsible Party(ies)", "RP(s)" includes the owner, operator, or demise charterer of a vehicle, or the owner or operator of a facility, or any other party who is or might be liable under the OPA for natural resource damages.

- H. "Restore" and "Restoration" mean any actions undertaken by the Trustees pursuant to OPA Section 2706 (c), (d) and (f), and other applicable laws or regulations, including planning, implementation, monitoring, administration and oversight, which serve to restore, rehabilitate, replace, or acquire the equivalent of natural resources or natural resource services injured, destroyed or lost as a result of the Spill. Restoration includes both primary and compensatory restoration as defined in 15 C.F.R. § 990.30.
- I. "Spill" means the Athos I Oil Spill which began on November 26, 2004 and resulted in the discharge of oil into the Delaware River and Bay, together with any and all injuries to natural resources arising therefrom.
- J. "Trustee Council" refers to the Trustee Representatives appointed by the Trustees of NOAA, DOI, New Jersey, Delaware, Pennsylvania pursuant to VII. A. to oversee coordination of natural resource damage assessment and restoration activities arising from the Spill.
- K. "Trustee Representatives" means the authorized designees appointed by the Trustees of NOAA, DOI, New Jersey, Delaware, and Pennsylvania pursuant to VII. A.
- L. "Governments" means the United States, State of New Jersey, State of Delaware, and Commonwealth of Pennsylvania.

IV. PURPOSE

The purpose of this Agreement is to provide a framework for coordination and cooperation among the Trustees to: (i) ensure timely and efficient implementation of a natural resource damage assessment to address resource injuries, including service losses, caused by the Spill, consistent with the procedures and guidance at 15 C.F.R. 990, and other applicable laws and regulations; (ii) avoid duplication of assessment costs and ensure costs are reasonable; (iii) seek compensation for resource injuries or losses, including reimbursement of assessment costs; (iv) develop a Damage Assessment and Restoration Plan (DARP) to restore, rehabilitate, replace or acquire the equivalent of natural resources and/or services injured or lost; and (v) coordinate activities undertaken pursuant to this Agreement with response or corrective actions carried out by these or other federal and state agencies.

V. OBJECTIVES

The Trustees shall coordinate their efforts to meet their respective natural resource trustee responsibilities under OPA, and other applicable Federal and State statutory and common law. The Trustees' objectives include, but are not limited to, the following:

- A. Coordinating the efforts of the Trustees in implementing the natural resource damage assessment process consistent with 15 CFR Part 990.

- B. Developing a joint DARP for the restoration of natural resources and services injured, destroyed or lost due to the Spill pursuant to applicable Federal and State statutes and regulations.
- C. Pursuing implementation or funding of the DARP, and reimbursement of damage assessment costs as defined by 33 U.S.C. § 2706(d)(1) and 15 U.S.C. § 990.30 and other applicable state statutes by the RP.
- D. Achieving settlement of all Trustee natural resource damages claims, including the costs of assessment, in a manner consistent with 15 C.F.R. Section 990.25.
- E. Coordinating efforts of the Trustees in litigation, if necessary.

VI. FUNDING

- A. Use of Funds.** Any funds made available to the Trustees by the RP or other private sources shall be used in accordance with this Agreement, consistent with OPA and its implementing regulations, and other State authorities, and upon agreement by the Trustee Council.
- B. RP Funding.** The Trustee Council may enter into an agreement with the RP in which the RP agrees to fund and/or conduct (Natural Resource Damage Assessment (NRDA) activities. Such agreements shall specify the terms of the activity, monetary disbursement, and RP participation.
- C. Trustee Agency Funds.** Each Trustee agrees to coordinate the expenditure of any funds available to a Trustee for natural resource damage assessment activities, except funds for the reimbursement of damage assessment costs, with the other Trustees. The goal of this provision is to prevent duplication of efforts, ensure optimum coordination among the individual Trustees, and ensure that assessment costs are reasonable.

VII. ATHOS I OIL SPILL TRUSTEE COUNCIL

- A. Composition.** Within ten (10) days of the execution of this Agreement, each Trustee, as specified under Section II, shall designate a Primary Trustee Representative to the Athos I Trustee Council ("Trustee Council"). Each Trustee shall also designate an Alternate Trustee Representative who shall be authorized to make decisions, in the absence of the Primary Trustee Representative. Each Trustee may, by written notification to all other Trustees, change the Primary and Alternate Trustee Representative designees. The Trustees and the U.S. Department of Justice may each appoint one attorney who may attend Trustee Council meetings in a legal/consultative role.
- B. Communications.** Within ten (10) days of the execution of this Agreement each Trustee shall notify all of the Trustees of the name(s), address(es), phone number(s) and facsimile number(s) of their designated Primary and Alternate Trustee Representatives who

shall receive, and shall be responsible for, all correspondence and communications on behalf of such Trustee.

C. Decision making.

1. The 4 Governments represented by the members of the Trustee Council shall have one vote each, and all decisions under this Agreement shall be by unanimous agreement of the Governments, except where a Trustee has notified the Trustee Council as described in C.2 below.

2. The Trustees acknowledge that each Trustee's duties and interests, although overlapping, may be sufficiently different that a Trustee may wish to limit its involvement in certain aspects of the NRDA process. To avoid delaying the work of the Trustee Council as a whole, and to maximize the efficiency of Trustee assessment efforts, a Trustee may limit its involvement in the NRDA process by notifying the Trustee Council in writing, and in a timely manner, of those NRDA activities for which the Trustee would like to limit or end its participation.

D. Dispute Resolution. In the event of a dispute involving any decisions under this Agreement, the Trustee Council shall initially attempt to resolve the dispute through good faith discussions directed toward obtaining unanimity among the Trustees involved in the dispute and consensus by the Trustee Council as a whole. If unanimous consent cannot be reached, the Trustees shall elevate the matter to a senior official for decision or further instructions. If necessary, the Trustees may establish other mechanisms by which disputes may be resolved. In the event of irreconcilable disputes, the disposition of funds recovered from the RPs shall be governed by VII. E. 2.

E. Duties and Authority.

1. The Trustee Council shall coordinate all Trustee activities and matters under this Agreement regarding the assessment of natural resource damages and resolution of natural resource damages claims arising from the Spill.

2. The Trustee Council shall be responsible for all NRDA activities, including but not limited to restoration planning, restoration implementation, and oversight both prior to and subsequent to, final settlement or judgment covering all Trustee NRDA claims arising from the Spill. Such activities may include but are not limited to the payment of any reasonable and appropriate costs of assessment or restoration using Trustee or recovered RP funds. Towards that end, the Trustee Council may take the following actions among others:

a. Enter into contracts through its individual members, for the benefit of the Trustee Council, with consultants to provide such technical services as the Trustee Council determines are necessary.

- b. Coordinate activities undertaken pursuant to this Agreement with response, or corrective actions carried out by other federal or state agencies, as appropriate.
- c. Carry out studies, prepare reports, and collect information necessary to support the NRDA.
- d. Develop and/or evaluate a DARP.
- e. Request and receive relevant materials and/or information from Trustee staff and/or the public.
- f. Disburse any RP funding received pursuant to VI. B. of this Agreement.
- g. From funds received by the RP pursuant to this Agreement, reimburse the reasonable assessment costs incurred by the Trustees including but not limited to, the costs of administration, management, and oversight, pursuant to the terms of this Agreement.
- h. Receive grants and or donations to be applied to the restoration of natural resources related to injuries arising from the Spill to the extent permitted by applicable law.
- i. Determine which records are appropriate for public review and comment in compliance with relevant laws and regulations.
- j. Establish procedures to avoid duplication of effort among the Trustees and to ensure adequate cost documentation of claims.
- k. Develop reasonable budgets for administration, management, oversight and other costs that each Trustee anticipates incurring for specified time periods, and upon approval, adopt those budgets.
- l. Submit cost documentation documents in a timely fashion to the Lead Administrative Trustee (LAT) that shall include, as applicable:
- Labor costs of each employees;
 - Travel and transportation costs, including invoices and receipts;
 - Printing and reproduction costs, including invoices and receipts;
 - Contracts, including invoices and receipts for each billing period;
 - Supplies and materials, including invoices and receipts; and,
 - Overhead including method of calculation.
- m. Consult with and coordinate with federal and state agencies and the public, as appropriate.

n. Develop a modification to this Agreement for implementation of the DARP post settlement.

o. Take such further actions as may be necessary to further the purposes and achieve the objectives of this Agreement.

F. Records. All records created by the Trustee Council in support of this Agreement (e.g. meeting agendas, meeting minutes, resolutions, etc.) shall be considered "Draft" unless approved as a "Final" record by the Trustee Council.

G. Public Review and Comment. The Trustee Council shall determine which records are appropriate for public review and comment, in compliance with relevant law and regulations. For each record which shall be released, the Trustee Council shall determine the media or format and the procedures to be followed, including the dates and length of any comment period, in accordance with relevant law and regulations.

H. Lead Administrative Trustee. Unless the Trustees decide otherwise, NOAA will be the LAT under this Agreement for the purpose of directing and coordinating Trustee activities towards resolution of claims arising from the Spill, and other Trustee activities as authorized by the Trustee Council. The duties of the LAT include but are not limited to the following:

1. Convene Trustee Council meetings and develop and disseminate Trustee Council meeting agendas
2. Develop and disseminate Trustee Council action items and resolutions arising out of Trustee Council meetings.
3. Ensure that Trustees responsible for or overseeing studies provide regular updates of the status of those studies to the Trustee Council.
4. Ensure development and dissemination of budgets to the Trustee Council.
5. Develop and maintain an Administrative Record.

I. Meetings. Any member of the Trustee Council may, upon reasonable notice through the LAT, call a meeting of the Trustee Council to be conducted either in person or by telephone conference call. Such meetings shall generally be held in conjunction with other set meetings among the Trustees to this Agreement.

J. Trustee Council Termination. The Trustee Council created pursuant to this Section shall terminate upon the termination of this Agreement pursuant to Section XI. F.

VIII. Joint Use of Natural Resource Damage Recoveries.

A. Joint Purpose and Overlapping Authorities. The Trustees recognize that each other's trusteeship under OPA, and other applicable federal and state law, over natural resources affected by the Spill, and that the scopes of their respective trusteeships overlap.

B. Joint Use of Natural Resource Damage Recoveries. The Trustees agree that any natural resource damage recoveries, as defined in Section III (D) of this Agreement, obtained or received by the Trustees, individually or collectively, and any interest earned thereon, shall be jointly used to restore natural resources which have been injured, destroyed or lost as a result of the Spill, unless the Trustee Council agrees otherwise.

IX. NEGOTIATIONS WITH RP

A. Trustee Coordination. The Trustees recognize that their interests in the recovery of claims for natural resource damages pursuant to 33 U.S.C. § 2706(d)(1), 15 C.F.R. § 990.30, and other applicable state statutes are related and agree to use best efforts to coordinate negotiation and, if necessary, litigation of their claims and damages that arise out of the Spill.

B. Notification. The Trustees agree to notify and consult with each other concerning any actions or decisions that they make with the RP that may affect any aspect of the NRDA process.

C. Reservation of Rights. Recognizing that the intent of this MOA is to arrive at a jointly negotiated settlement of claims for natural resource damages between all the Trustees and the RP, it is also recognized that each Trustee has and reserves all rights, powers and remedies at law or in equity, or by statute or otherwise, and that nothing in this Agreement waives or forecloses the exercise of any such rights, powers or remedies.

D. Independent Negotiations. Notwithstanding Paragraph IX. A., should a Trustee determine the need for independent negotiations, the Trustee agrees, to the extent practicable, to provide twenty (20) days prior written notice to each of the other Trustees of its intent to participate in negotiations with the RP or other entity regarding settlement or other disposition of natural resource damages claims arising from the Spill, and to permit the other parties to join in these negotiations.

The Trustees agree to inform each other within five (5) working days of any oral or written communications to or from the RP regarding settlement or other disposition of natural resource damages claims in regard to the Spill. The substance of any such communications will be shared with the Trustees.

The Trustees further agree to provide copies of any agreements or other documents reflecting settlement or other disposition of such claims, including quasi-public claims involving or related to natural resource injuries arising from or related to the Spill. If the

Trustee refuses to do so for any reason, that Trustee shall no longer be a Party to this Agreement unless all remaining Trustees request in writing within ten days (10) that the Trustee remain a Party.

X. CONFIDENTIALITY

A. Confidentiality Generally.

1. This Agreement reflects the mutual understanding among the Governments with respect to privileges that may be asserted in potential civil enforcement actions, whether administrative or judicial, arising from violations of federal and state law with respect to the Spill.
2. The Governments share close and common interests in the enforcement of federal and state environmental laws with respect to the Spill, and accordingly agree that the sharing of information by their employees, consultants, agents and counsel will further their common enforcement goals.
3. Specifically, the Trustee representatives for the Governments have been consulting with one another in anticipation of potential civil claims relating to the Spill, and expect such consultation to continue throughout an enforcement process. The Trustees expect that this consultation could lead to a joint prosecution of at least some claims relating to the Spill.
4. The Trustees recognize and agree that all written and oral communications related to any investigations governed by this Agreement and regarding the Spill, litigation and settlement strategy related to any such violations, or any other matters related to potential judicial or administrative enforcement actions related to the Spill are being made in anticipation of litigation.
5. The Governments do not intend through their Trustee consultations, either before or after the initiation of litigation, to waive any privileges, such as (but not limited to) attorney-client and work product privileges, which would otherwise attach to any information, documents, or communications shared among the Trustees. The Governments specifically intend that all such privileges shall be preserved, and that privileged information shall be protected from disclosure to Athos I or its representatives, or to any third party, except with respect to disclosures agreed to by all Trustees.
6. The Trustees further agree to consult with each other before producing any documents relating to the Spill whether such production is made voluntarily, in response to any discovery request, or pursuant to any other law or regulation.
7. The Governments agree and acknowledge that the common interest privilege and confidentiality established by this Agreement is held jointly by all Governments, no Government is authorized to waive the privilege with respect to any information or

documents shared by the Trustees pursuant to this Agreement.

8. The Trustees shall take all necessary and appropriate measures to ensure that any person who is granted access to any confidential information or documents shared pursuant to this Agreement is familiar with the terms of this Agreement and complies with such terms as they relate to the duties of such person.

9. Documents that are determined to be privileged shall be labeled as such and placed as a header on each page of the document as follows:

NOT FOR PUBLIC RELEASE
FOIA EXEMPT

In addition, all predecisional drafts of documents, studies, reports or analyses shall be labeled as "DRAFT" prominently on the first page of such document. A party's failure to identify or label a privileged document shall not constitute a waiver of any applicable privilege.

10. The confidentiality obligations established by this Agreement shall remain in full force and effect, without regard to whether the Agreement is terminated pursuant to XI. F. and without regard to whether any asserted claims are terminated by final judgment or settlement.

B. Sharing Information with the Public. The Trustees agree that, to the extent consistent with efficient negotiation and litigation of their claims, public dissemination of final data and studies related to injuries arising from the Spill is in the best interests of the public and the Trustees. Accordingly, final data and studies shall be made available to the public upon request to the extent consistent with the foregoing confidentiality provisions. In addition, the Trustees shall open and maintain an Administrative Record consistent with the requirements of 15 C.F.R. Part 990, the National Environmental Policy Act, and any other applicable Federal or State law.

C. Compliance with Federal and State Law. In the event that any provision of this Section conflicts with federal or state law, including the Freedom of Information Act (FOIA), 5 U.S.C. § 552 or similar state law, the federal or state law will control.

XI. GENERAL PROVISIONS

A. Reservations. The Trustees recognize that each has independent authority under respective Federal or State law to seek restoration of natural resources or payment of natural resource damages. Accordingly, nothing in this Agreement shall constitute:

1. An abrogation or ceding of any Trustee responsibility or authority over natural resources affected by the Spill.

2. An admission by the Trustees in any dispute or action between the Trustees or between the Trustees and a third party.

3. A waiver of the Trustees of any claims or defenses in any legal action, or of any rights or remedies.

B. Limitation of Authority. No Government is authorized to enter into settlements on behalf of the other Governments and no Government represents another Government in any litigation that may be commenced by the RP or any other Government.

C. Third Parties. This Agreement shall not vest rights in persons who do not represent the Trustees.

D. Effective Date. This Agreement shall become effective when executed by all of the Trustees. This Agreement can be executed in one or more counterparts, each of which will be considered an original document.

E. Amendment. This Agreement may be amended by agreement of the Trustees. Any amendment of this Agreement shall be effective only if it is in writing and executed by all parties to this Agreement.

F. Termination.

1. This Agreement shall be in effect from the day of execution until the Trustee Council determines that the restoration plan or plans implemented under this Agreement have been completed, except that this Agreement may be extended by written agreement, as provided in this Section.

2. Withdrawal from the Agreement.

a. Due to Dispute. Any Trustee may withdraw from this Agreement, but only after efforts have been made to resolve any dispute in accordance with paragraph VII. D. Such withdrawal shall be effective upon thirty (30) days written notice upon all the Trustees.

b. Due to Differing Duties and Interests. The Trustees acknowledge that a Trustee may determine that it is no longer necessary to participate in the Trustee Council in order to fulfill its duty and that continuing to participate will not further the Trustees' interests. In that event, a Trustee may withdraw from the Agreement by notifying the Trustee Council, in writing, and in a timely manner, that the Trustee no longer will be participating in the Trustee Council.

3. In the event that this Agreement is terminated or one of the Trustees withdraws, the Trustees expressly agree that they will continue to coordinate to the greatest extent practicable their activities to assess injury to and restore the natural resources affected

by the Spill, and that they will be guided by the objectives set forth in Section V. The disposition of any unobligated sums recovered from the RP as natural resource damages, and any interest earned, shall be determined by further agreement of the Trustees.

4. The withdrawal of any Trustee from this Agreement shall not affect the subsequent validity of the Trustee Council or this Agreement among the remaining Trustees. A Trustee that has withdrawn from this Agreement shall have no further obligations under this Agreement, except for the obligations under paragraph XI. F. 3, to continue to coordinate activities to the greatest extent practicable, to maintain confidentiality as agreed in Section X, and to expend unobligated funds recovered for natural resource damages solely to develop and implement a DARP to restore injured natural resources under their trusteeship, as mandated by Section 1006 of OPA, 33 U.S.C. § 2706.

G. Federal Natural Resource Damages Regulations. It is the intention of the Trustees to follow the NOAA natural resource damage assessment regulations, 15 C.F.R. Part 990 in matters relating to the Spill.

H. Anti-deficiency. Nothing in this Agreement shall be construed as obligating the United States or the States of New Jersey, Delaware, or the Commonwealth of Pennsylvania their officers, agents or employees, to expend any funds in excess of appropriations or other amounts authorized by law.

The GOVERNMENTS, through their designated representatives, have signed this Agreement on the day and year appearing opposite their signatures.

Memorandum of Agreement Concerning Natural Resource Damages in the Matter of the Athos I Oil Spill in the Delaware River

FOR THE NATIONAL OCEANIC AND ATMOSPHERIC ADMINISTRATION



David Kennedy, Director
Office of Response and Restoration
National Oceanic and Atmospheric Administration
Federal Trustee for Natural Resources

3/10/05
Date

Memorandum of Agreement Concerning Natural Resource Damages in the Matter of the Athos 1 Oil Spill in the Delaware River

FOR THE DEPARTMENT OF THE INTERIOR, U.S. FISH AND WILDLIFE SERVICE

Sherry H. Morgan ACTING

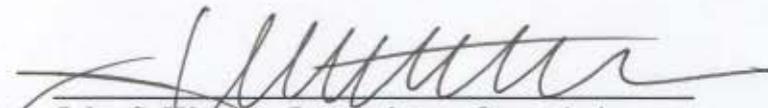
**Marvin Moriarty, Regional Director
Northeast Region
U.S. Fish and Wildlife Service
Federal Trustee for Natural Resources**

Feb. 22, 2005

Date

Memorandum of Agreement Concerning Natural Resource Damages in the Matter of the Athos 1 Oil Spill in the Delaware River

FOR THE STATE OF NEW JERSEY

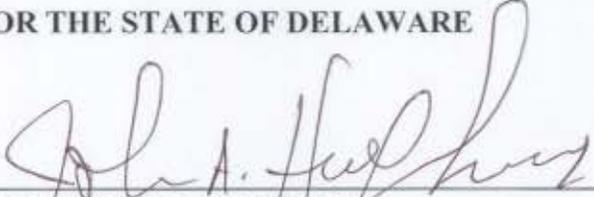


**John S. Watson, Jr., Assistant Commissioner
Natural and Historic Resources
New Jersey Department of Environmental Protection**

2/15/05
Date

Memorandum of Agreement Concerning Natural Resource Damages in the Matter of the Athos I Oil Spill in the Delaware River

FOR THE STATE OF DELAWARE



John A. Hughes, Secretary
Department of Natural Resources and Environmental Control

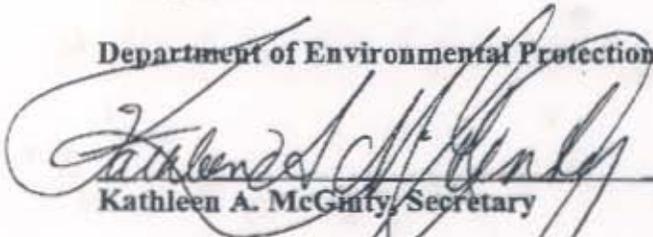
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Date

Memorandum of Agreement Concerning Natural Resource Damages in the Matter of the Athos 1 Oil Spill in the Delaware River

FOR THE COMMONWEALTH OF PENNSYLVANIA

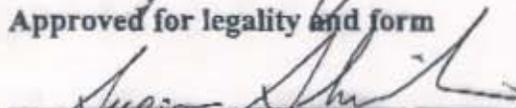
Acting by and through:

Department of Environmental Protection


Kathleen A. McGinty, Secretary

2/9/05
Date

Approved for legality and form

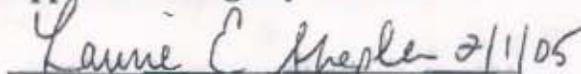

Authorized Agency Attorney- DEP

Pennsylvania Fish and Boat Commission

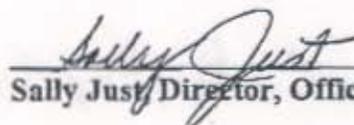

Douglas J. Austen, Ph.D., Executive Director

2/3/05
Date

Approved for legality and form

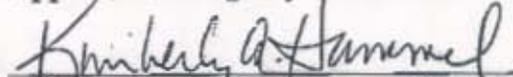

Laurie C. Sheple 2/1/05
Authorized Agency Attorney- PFBC

Department of Conservation and Natural Resources


Sally Just, Director, Office of Conservation Science

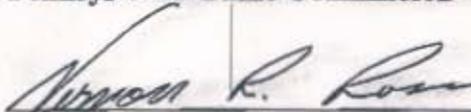
2/4/05
Date

Approved for legality and form


Kimberly A. Hammer
Authorized Agency Attorney- DCNR

Memorandum of Agreement Concerning Natural Resource Damages in the Matter of the Athos 1 Oil Spill in the Delaware River

Pennsylvania Game Commission



Vernon R. Ross, Executive Director

2/02/05
Date

Approved for legality and form



Authorized Agency Attorney- PGC

Approved for legality and form

Approval - Office of General Counsel

Date

Approval - (Deputy) Attorney General

Date