

MEMORANDUM OF AGREEMENT

AMONG

MAINE DEPARTMENT OF ENVIRONMENTAL PROTECTION,  
MAINE DEPARTMENT OF AGRICULTURE, CONSERVATION AND FORESTRY,  
MAINE DEPARTMENT OF INLAND FISHERIES AND WILDLIFE,  
MAINE DEPARTMENT OF MARINE RESOURCES,

THE UNITED STATES FISH AND WILDLIFE SERVICE  
OF THE  
UNITED STATES DEPARTMENT OF THE INTERIOR,

AND

THE NATIONAL OCEANIC AND ATMOSPHERIC ADMINISTRATION  
OF THE  
UNITED STATES DEPARTMENT OF COMMERCE

REGARDING

THE RESTORATION OF NATURAL RESOURCES FOR THE  
FORMER CHEVRON AND TEXACO MARINE OIL TERMINAL FACILITIES  
LOCATED, RESPECTIVELY, AT 799 AND 809 MAIN ROAD NORTH IN  
HAMPDEN, MAINE

I. INTRODUCTION AND PURPOSE

This Memorandum of Agreement (hereinafter, "Agreement"), by and among the State of Maine, Department of Environmental Protection (hereinafter, "DEP"), the State of Maine, Department of Inland Fisheries and Wildlife (hereinafter, "DIFW"), the State of Maine, Department of Conservation (hereinafter, "DOC"), the State of Maine, Department of Marine Resources (hereinafter, "DMR") and the United States, acting by and through the United States Department of the Interior (hereinafter, "DOI") and the National Oceanic and Atmospheric Administration of the United States Department of Commerce (hereinafter, "NOAA"), collectively referred to hereinafter as "Trustees" and "Parties", is entered into in recognition of the common interests of the Trustees in the restoration of the natural resources and associated services that have been injured, destroyed or lost as a result of releases of oil from the former Chevron and Texaco marine oil terminal facilities located, respectively, at 799 and 809 Main Road North in Hampden, Maine (hereinafter, "Chevron Hampden" or "the Site").

The Trustees agree that the scope of their coordination and cooperation under this Agreement includes, to the extent deemed appropriate by the Trustees, the restoration of any injured natural resources or services.

The activities of the Trustees covered under this Agreement include, but are not limited to: 1) the identification, evaluation and selection of any actions to restore, replace or acquire the equivalent of the natural resources and services that were injured or threatened by releases at or from the Site; 2) the design, planning and implementation of any restoration actions related to the Site; 3) the maintenance and monitoring of any restoration actions; 4) the enforcement of any provisions of the natural resource damages settlements related to the Site; 5) coordination related to response, remedial or corrective actions carried out by or under the direction of other federal or state agencies related to the Site; and 6) public outreach and information sharing related to any of the above activities of the Trustees related to the Site.

It is the express desire of the Trustees to achieve appropriate and meaningful restoration of the environment to compensate the public for injuries arising from the Site as expeditiously as possible. This Agreement provides a framework for the Trustees to coordinate and conduct natural resource damage restoration planning activities to accomplish restoration in a timely and efficient manner.

## II. AUTHORITY

The natural resource Trustees enter into this Agreement in accordance with the natural resource Trustee authorities provided for each Trustee under Section 1006(a) - (g) of the Oil Pollution Act ("OPA") of 1990, 33 U.S.C. § 2706(a)-(g); Section 311(f) of the Clean Water Act ("CWA"), 33 U.S.C. § 1321(f), and other applicable Federal law, and the Maine Oil Discharge Prevention and Pollution Control Law, 38 M.R.S. § 552(2), and other State statutory and common law; and authority 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 Oil Pollution Act Natural Resource Damage Assessments Final Rule, 15 C.F.R. Part 990, 61 F.R. 440 (January 6, 1996).

This agreement is intended to cover natural resources as defined in OPA, owned, belonging to or managed by, controlled by, or appertaining to the Trustees from the releases or threatened releases of oil at or from the Site, and also including any natural resources for which the State may seek damages pursuant to 38 M.R.S. § 552(2).

## III. TRUSTEESHIP

In accord with Section 1006(b) of the Oil Pollution Act of 1990 ("OPA"), 33 U.S.C. § 2706 (b), and Subpart G of the NCP, 40 C.F.R. § 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 Commissioner of the Maine Department of Environmental Protection,
2. The Commissioner of the Maine Department of Inland Fisheries and Wildlife,
3. The Commissioner of the Maine Department of Agriculture, Conservation and Forestry,
4. The Commissioner of the Maine Department of Marine Resources,

5. The Director, Office of Habitat Conservation, National Oceanic and Atmospheric Administration, acting on behalf of the Secretary of Commerce, and
6. 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.

#### IV. ESTABLISHMENT OF TRUSTEE COUNCIL

- A. Purpose. The Trustees recognize the importance of coordinating their efforts in order to effectively and efficiently address their respective natural resource concerns and responsibilities under applicable law. Accordingly, the Trustees, as specified in Section III, hereby agree to establish the Chevron Hampden, Maine Trustee Council (hereinafter, "Trustee Council").
- B. Composition of the Chevron Hampden Trustee Council.
  1. The Trustee Council shall consist of 6 voting members. Each Trustee, as specified in Section III, shall designate one primary voting representative to the Trustee Council and one alternate representative to act in the absence of the primary voting representative.
  2. In addition, the United States Department of Justice, the Maine Attorney General, and in-house counsel for each of the Trustees specified in Section III, may each provide one delegate to serve in a legal/consultative role, who shall not be a member of the Trustee Council, but who shall nonetheless be able to attend all meetings of, or organized by, the Trustee Council.
  3. Each Trustee may, by written notification to all other Trustees, change the designated representative and/or alternate.
  4. Other representatives of each voting Trustee Council member may attend meetings and participate in the deliberations of the Trustee Council.
  5. Trustee Council Chairperson. A representative of the Lead Administrative Trustee ("LAT"), as designated in Section V below, will serve as the initial Chairperson for Trustee Council meetings. The Trustee Council Chairperson will be selected by a Resolution of the Trustee Council and the person, and their duties, can be changed by Resolution of the Trustee Council. The Trustees may agree to reassign or rotate the position of Chairperson as they deem appropriate. The Chairperson, with the assistance of the LAT if the Chairperson is not a representative of the LAT, will be responsible for organizing and scheduling meetings, preparing proposed agendas, identifying in the agendas any issues to be voted upon at the proposed meeting, distributing agendas to the designated primary, alternate and legal representatives at least three (3) days in advance of any meeting or

conference call, barring any unforeseen and unavoidable circumstances, presiding over convened meetings, and, if requested by any Trustee at the beginning of a meeting, ensuring that minutes are recorded during such meeting and distributed to the Trustees afterwards.

- C. Advisors and Consultants. As determined to be appropriate by the voting Trustees, or as required by applicable law, the voting Trustees will coordinate with, and seek the advisory participation of, appropriate federal and State agencies and departments, private parties, and the public.
- D. Communications. No later than twenty (20) working days after the execution of this MOA by a Trustee, the Trustees will notify the other Trustees in writing of the names, addresses, e-mail addresses, telephone and facsimile numbers of the Trustee's primary, alternate and legal representatives to the Trustee Council.
- E. Meetings. Any Party may, upon reasonable notice through the Trustee Council Chairperson or the LAT, call a meeting of the Trustee Council to be conducted either in person, by telephone call or virtually by e-mail or other web-based communications. After notification to the Trustee Council, members of the Trustee Council may invite their respective staff members and/or attorneys to attend. Members of the Trustee Council may also invite representatives of public, private or non-profit entities, representatives of other agencies or members of the public to its meetings unless the Trustee Council determines, in compliance with applicable law, that the subject of the meeting is privileged or that public disclosure of the Trustee Council's deliberations would prejudice the effectiveness of the Trustee Council and the Trustees' responsibilities under applicable law.
- F. Duties, Objectives and Authority. In accordance with applicable law, the Trustees hereby authorize the Trustee Council to carry out the following duties:
  - 1. To undertake appropriate NRDA restoration planning activities, including planning, implementing, contracting for, overseeing, and monitoring restoration at or related to the Site.
  - 2. To carry out studies, prepare reports and collect information that the Trustee Council determines are necessary and relevant to the NRDA restoration or other activities.
  - 3. To share information and consult with each other as is determined to be appropriate and consistent with this Agreement.
  - 4. To coordinate activities undertaken pursuant to this Agreement with response, remedial or corrective actions carried out by other federal and state agencies, as appropriate.

5. To develop, consider and evaluate plans for the restoration of injured natural resources.
6. To participate in or consult on removal, remedial, corrective or other actions under the authority of the EPA or other federal or state agencies in accordance with applicable law.
7. To authorize individual Trustees to contract as deemed necessary to achieve these objectives.
8. To coordinate and/or carry out such other action as may be necessary and appropriate to achieve the purposes and objectives of this Agreement and to address the natural resource damage restoration concerns and responsibilities of the Trustees.
9. To encourage public participation and involvement in a manner consistent with applicable law and regulation.
10. To establish such bylaws, statements of Trustee Council policy or position, cost accounting procedures or cost reimbursement guidelines as are needed to further the purpose of this Agreement.
11. To fairly and reasonably allocate the efforts, costs and expenses of carrying out the objectives of this Agreement among the Trustees, and make the best use of the resources, knowledge and expertise of the Trustees, in order to accomplish the goals of this Agreement in a cost efficient and timely manner.
12. To develop a Draft Restoration Plan and a Final Restoration Plan and accomplish the funding and implementation of the Restoration Plan in a timely and efficient manner.
13. To comply with the National Environmental Policy Act, 42 U.S.C. § 4321, et seq.

G. Decision Making.

1. The members of the Trustee Council shall have equal authority and all decisions under this Agreement shall be by unanimous agreement of all voting members of the Trustee Council, except as specifically provided in Paragraph IV.G.2. below.
2. The Trustee Council members will conduct extensive good faith discussions directed toward obtaining unanimous agreement. In the event unanimous agreement cannot be reached, the dispute resolution procedures in Section H, below will govern.
3. The Trustees understand and acknowledge that each Trustee's duties and interests, although overlapping, may be sufficiently different that a Trustee may wish to be bound or limit its involvement in certain aspects of the NRDAR process. In recognition thereof, to avoid delaying the work of the Trustee Council as a whole, and to maximize the efficiency of trustee NRDAR activities, a Trustee may limit its involvement in aspects of the NRDAR process, or a specific decision or decisions of the Trustee Council, by notifying the Trustee Council representatives

in writing, and in a timely manner, of those NRDAR activities or decisions for which the Trustee would like to limit or end their participation.

4. Where a Trustee has notified the Trustee Council of its intent to limit its involvement in NRDAR activities, including any aspect of the restoration planning, restoration implementation, oversight and monitoring activities, or any other specific upcoming decision of the Trustee Council, pursuant to Paragraph IV.G.3., the Trustee may choose to abstain from the actions or decisions, in which case the Trustee Council's actions and/or decisions shall be deemed unanimous notwithstanding the abstention.

H. 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 consensus among the Trustees involved in the dispute and the consensus of the Trustee Council as a whole. The Trustees agree that deliberations will focus upon the Trustees' mutual goals of the timely and appropriate restoration of injured natural resources, rather than upon independent control or trusteeship over the affected natural resources and proposed restoration activities. If consensus still cannot be reached after good faith discussions, the matter shall be elevated to the next management level within each Trustee's agency for decision or further instructions. If consensus still cannot be reached, the matter shall be further elevated to the named Trustees who may expressly delegate their decision-making authority to a senior supervisory level designee 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 PRPs shall be governed by Paragraph XIII.F. below.

## V. LEAD ADMINISTRATIVE TRUSTEE

The Parties to this Agreement hereby designate DEP as the Lead Administrative Trustee ("LAT") for NRDA restoration actions related to the Chevron Hampden Site. The LAT, and their duties, can be changed by Resolution of the Trustee Council. The Trustees agree that the LAT's responsibilities shall include directing and coordinating trustee NRDA activities, maintaining an administrative record for the site, and any other trustee activities as authorized by the Trustee Council. The LAT shall fully coordinate its activities with and only act under the direction of the Trustee Council. The LAT may delegate any of its duties to another Trustee with the unanimous approval of the Trustee Council.



## VI. FUNDING

- A. Settlement Funding. To the extent provided by law, each Trustee agrees to cooperate in the administration of settlement funds related to the Chevron Hampden NRDA settlement.
- B. Other PRP or Private Funding Sources: Each Trustee also agrees to cooperate in the administration of any private funding source that may become available to the Trustees. Such funds shall be administered through the Trustee Council in accord with the terms established pursuant to this Agreement.

## VII. COST ACCOUNTING AND REIMBURSEMENT

The Trustees shall establish and adopt restoration cost accounting and reimbursement guidelines that shall ensure that the settlement funds are spent only on reasonable and adequately documented restoration costs. Each Trustee shall ensure that appropriate and reasonable cost-documentation, accounting, reimbursement and expenditure practices are followed in accord with applicable law.

## VIII. JOINT PURPOSE AND OVERLAPPING AUTHORITIES

The Trustees recognize that each of them has trusteeship, through their respective natural resource trustee delegations under OPA and other applicable federal and State law, over natural resources affected by the release of oil at the Site, and further recognize that the scopes of some of their respective trusteeships overlap.

## IX. USE OF NATURAL RESOURCE DAMAGE SETTLEMENT FUNDS

The Trustees agree that any current or future natural resource damage recoveries, with the exception of recoveries to reimburse past damage assessment costs or to fund future administrative costs for trustee activities, obtained or received by the Trustees, individually or collectively, and any interest earned thereon, shall be jointly used to restore, replace, rehabilitate and/or acquire the equivalent of the natural resources which have been injured, destroyed, or lost as a result of releases of oil at the Site.

To the extent permitted by law, the Trustees agree that any future natural resource damage recoveries, with the exception of recoveries to reimburse past damage assessment costs or to fund future administrative costs for trustee activities, obtained or received by the Trustees, either as a result of judgment or settlement in whole or in part of natural resource damage claims brought against PRPs for the Chevron Hampden Site, shall be deposited in an interest bearing account to be disbursed only for the purposes described in this Agreement and in accord with the provisions of this Agreement.

The Trustees agree that expenditures from the account should be managed in such a way to maximize restoration benefits and minimize post settlement restoration planning and administrative costs.

#### X. PUBLIC PARTICIPATION

The Trustees agree that, in accord with OPA, NEPA, and, any other applicable federal and State law, and with Paragraph IV.F.9. of this Agreement, they will endeavor to provide reasonable notice of, and invite public participation in, the NRDA restoration activities related to the Site at appropriate times and via appropriate means.

#### XI. COORDINATION AND NOTIFICATION

A. The Trustees recognize and agree that their interests in the accomplishment of appropriate restoration to address natural resource injuries arising from the release or threatened release of oil at or from the Site are related and, therefore, agree to coordinate on any and all NRDA restoration activities related to the Site. Towards that end, the Trustees agree to notify and consult with each other about, among other things, the following:

- Plans, proposals or actions related to restoration activities.
- Response, removal, remedial or corrective actions that any Trustee is involved with in regard to the Site.

B. The Trustees shall provide information to each other concerning the matters referred to in Paragraph XI.A. as promptly as practicable, but not later than within ten (10) days of the discovery or development of same, or of any other relevant and significant information, plan, communication, determination, decision or action, with the goal of ensuring effective coordination and enabling each Trustee to comment on any issues they deem significant.

#### XII. DISCLOSURE AND CONFIDENTIALITY

In furtherance of their common interests, the Trustees to this Agreement have been meeting and will continue to meet to discuss matters of common interest, including the appropriate restoration of natural resources injured by releases of oil at or from the Site.

The Trustees agree that, to the extent consistent with the effective and efficient restoration of natural resources at the Site, public dissemination of information related to restoration is in the best interests of the public and the Trustees. Such information shall be made available to the public upon request to the extent consistent with the following provisions and as required by applicable federal or State law. In addition, the LAT shall maintain a publicly



available administrative record regarding the restoration of natural resources at the Site.

The Trustees recognize that, in order to effectively and efficiently carry out their trustee duties and accomplish appropriate restoration in a timely and efficient manner, their counsel, employees and consultants may exchange documents and information that are subject to a privilege from disclosure under federal or State law, including draft reports, analyses, opinions, conclusions and advice prepared in anticipation of litigation, as part of settlement negotiations, and/or subject to attorney-client privilege, attorney work product privilege, law enforcement privilege or other forms of privilege. The Trustees therefore hereby agree as follows:

- A. Except as provided by law or otherwise provided herein, the Trustees shall treat all designated privileged documents generated, and designated privileged communications by, between or among the Trustees, as privileged attorney-client communications, attorney work product, law enforcement or protected by other applicable privileges (or a combination thereof), and shall protect such documents and communications from disclosure to the extent possible under applicable Federal and State law.
- B. A "designated privileged document" is one identified on its cover page or elsewhere as either subject to one or more privileges or otherwise confidential under federal or State law. A "designated privileged communication" is one which occurs with an expectation of confidentiality and includes, but is not limited to, communications between the Trustees' attorneys or their staff, agents, representatives, experts and/or consultants in anticipation of litigation or in furtherance of settlement negotiations, in the seeking or giving of legal advice, and/or in the context of law enforcement actions and/or pre-decisional government deliberations.
- C. The transmittal of a designated privileged document to, or a designated privileged communication between or among, any of the Trustees (and their counsel, staff, agents, representatives, experts and/or consultants) does not waive, or imply waiver, of any privilege or right which the transmitting Trustee may assert with respect to that document or communication.
- D. Designated privileged documents shall be held and maintained in such a manner as to ensure that no intentional or unintentional disclosure is made which would compromise any asserted privilege.
- E. At the request and option of any Party, designated privileged documents shall be returned to the originating Party or destroyed, unless such return or destruction is prohibited by applicable federal or state law.

- F. Unless otherwise specifically provided, the Trustees shall each be entitled to assert any applicable privilege with respect to any document or communication jointly transmitted, prepared or funded by the Trustees. Each Party shall be entitled to assert an applicable privilege with respect to any document or communication transmitted, prepared or funded solely by that Party.
- G. If a subpoena, discovery request, or other request in any form, for a privileged document, record, information or communication that is not publicly available is received by any Party, a copy of the subpoena or request will be immediately forwarded to counsel for the Party or Trustees to which the privilege applies and to the government representative(s) who originally generated the document or communication that is the subject of the request. The Party who receives such a request shall also provide a draft of the Party's intended response to such request prior to the date that the Party intends to issue its response. The Trustees agree to provide as much advance notice as is practicable given temporal requirements in applicable law.
- H. Only as required by law, or by specific written agreement among the Trustees or pursuant to Court Order shall disclosure of a privileged document or communication be made public or disclosed to a party-opponent or non-party. Such agreement shall not be construed as a waiver of privilege or confidentiality regarding any other documents or communications. However, nothing herein in any way affects or limits the authority of any Party to waive any privilege and release any documents, information, analysis, opinion, conclusion or advice that are subject to privileges held exclusively by that Party.
- I. Compliance with Federal and State Law. In the event that any provision of Section XII of this Agreement conflicts with federal or State law, including the Freedom of Information Act, 5 U.S.C. § 552, and the Freedom of Access Act, 1 M.R.S. §§ 400-414, the federal or State law will, of course, control and the Trustees will comply with the applicable law.

Notwithstanding any other provision of this Agreement, each Trustee reserves the right to provide information or any document related to the Site and the natural resource damage assessment and restoration process to the public if such Trustee determines that such information or document (1) is already lawfully in the public domain, (2) requires disclosure pursuant to the Freedom of Information Act, 5 U.S.C. § 552, Freedom of Access Act, 1 M.R.S. §§ 400-414, or other federal or State law, or (3) should be disclosed in order to protect public health, welfare or the environment.

### XIII. GENERAL PROVISIONS

#### A. Reservations.

1. Nothing in this Agreement is intended to be or shall be construed to be an admission by the Trustees in any dispute or action between the Trustees or between the Trustees and a third party. Nothing in this Agreement is intended or shall be construed as a waiver by the Trustees of any claims or defenses in any legal action, or of any other rights or remedies.
2. Neither execution of this Agreement nor performance of any activities pursuant to this Agreement shall constitute an admission by any Party named herein (or any government) of (nor be construed as precedent for) any legal responsibility under federal, State or other applicable law to protect, restore, or enhance any natural resources associated with the Site over which any Party or non-Party asserts trusteeship, standing or jurisdiction. Furthermore, neither execution of this Agreement nor performance of any activities pursuant to this Agreement shall constitute an admission by any Party named herein (or any government) of (nor be construed as precedent for) any liability for damage or injury (which may be shown to have occurred by the NRDA activities performed under this Agreement) to any natural resources associated with the Site over which any other Party or non-Party asserts trusteeship, standing or jurisdiction.
3. Nothing in this Agreement is meant to imply, or operate in a manner, that any natural resource trustee with an interest in the Site, whether a Party to this Agreement or not, is in any way abrogating or ceding any natural resource trustee responsibility or authority over natural resources of the Site.
4. Nothing in this Agreement shall be construed as a waiver of, or foreclosing the exercise of, any rights, powers, remedies or privileges of the individual Trustees now or hereafter existing at law or in equity, by statute or otherwise.
5. Nothing in this Agreement is intended to conflict with existing directives or policies of any Trustee. If the terms of this Agreement are found to be inconsistent with existing directives or policies of any Trustee, those portions of this MOA that are determined to be inconsistent shall be identified by the affected Trustee. Within thirty (30) days of notice of the inconsistency, the Trustees shall discuss the inconsistency and determine whether it is possible, appropriate and necessary to amend the MOA as the Trustees determine appropriate.

#### B. Limitations of Authority.

1. No Party is authorized to enter into any settlement on behalf of any other Party.

2. No Trustee is authorized to represent another Trustee in any litigation that may be commenced by another Trustee.
- C. Third Parties. This Agreement is not intended to, nor shall it, vest rights in persons who do not represent the Trustees who have executed this Agreement or who are not Parties to this Agreement.
- D. Execution and Effective Date. This Agreement shall become effective when executed by all of the Trustees who are Parties to this Agreement, that is, the date on which the last signature is obtained. This Agreement can be executed in one or more counterparts, each of which will be considered an original document.
- E. Amendment.
  1. This Agreement may be amended by agreement of the Trustees if it is determined that an amendment is necessary to accomplish the objectives of this Agreement, or it is necessary to modify the objectives of this Agreement, consistent with the requirements of OPA, any amendments thereto, or other applicable federal law or state common or statutory law.
  2. Any amendments 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, unless terminated before that time or extended beyond that time by written agreement of all Parties to this Agreement.
  2. Withdrawal from this Agreement
    - a. Any Party may terminate its participation in this Agreement upon giving thirty (30) days written notice to all other Parties or as otherwise provided herein.
    - b. Withdrawal Due to Dispute. Any Party may withdraw from this Agreement, but only after efforts have been made to resolve any dispute in accordance with Paragraph IV.H. of this Agreement, if applicable. Such withdrawal shall only be effective upon providing the Trustee Council thirty (30) days written notice that due to an irreconcilable dispute one or more Trustees no longer will be participating in the Trustee Council.
    - c. Withdrawal Due to Differing Duties and Interests. The Trustees understand and acknowledge that at some point a Trustee may determine that it is no longer necessary to participate in the Trustee Council in order to fulfill their duty and that, perhaps, continuing to participate will not further the Trustees' interests. In that event, a Trustee may withdraw from

the Agreement by providing the Trustee Council thirty (30) days written notice that the Trustee no longer will be participating in the Trustee Council.

- d. The withdrawal of one or more Trustees from this Agreement, for whatever reason, shall not affect the subsequent validity of this Agreement upon the remaining Trustees.
- e. In the event that this Agreement is terminated or one or more of the Trustees withdraws, the Trustees expressly agree that they will continue to coordinate to the greatest extent practicable their activities to restore the natural resources affected by releases at the Site, and that they will be guided by the objectives set forth in Paragraph IV.F. of this Agreement. The disposition of any unobligated sums recovered from PRPs as natural resource damages, and any interest earned thereon, except for documented and reimbursable assessment and restoration planning costs, shall be determined by further agreement of the Trustees or, if an Agreement cannot be reached, upon application by a Party to this Agreement to the United States District Court (Maine) for allocation of such recoveries and interest by the Court. In making a fair and reasonable allocation of these monies among the Trustees, the Trustees will request that the Court consider primarily the need to achieve, to the maximum extent practicable, the natural resource objectives of this Agreement and further consider the overlapping jurisdictions of the federal and state trustees. In any event, the Trustees further expressly agree that any unobligated funds recovered from PRPs as natural resource damages, and any interest earned thereon, shall be expended solely to develop and implement a plan to restore natural resources under their trusteeship, as mandated by OPA and state law.
- f. A Party that has withdrawn from this Agreement for any reason shall have no further obligations under this Agreement except for the obligations under Paragraph XIII.F.2.e. above, to continue to coordinate activities to the greatest extent practicable, to maintain confidentiality as agreed in Section XII, and to expend unobligated funds recovered for natural resource damages to develop and implement a plan to restore injured natural resources under their trusteeship, as mandated by OPA and state law.

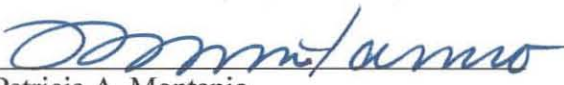
G. Federal Natural Resource Damage Regulations. It is the intention of the Trustees to follow the NOAA natural resource damage assessment regulations, as amended, at 15 C.F.R. Part 990, in matters relating to restoring natural resources at the Site.


H. Anti-Deficiency. Nothing in this Agreement shall be construed as obligating any of the Trustees to expend any funds in excess of appropriations or other amounts authorized by law.



TRUSTEE MOA  
for the  
CHEVRON HAMPDEN SITE  
LOCATED IN HAMPDEN, MAINE

**FOR THE UNITED STATES DEPARTMENT OF COMMERCE:**

  
Patricia A. Montanio  
Director, Office of Habitat Conservation  
National Marine Fisheries Service  
National Oceanic and Atmospheric Administration  
U.S. Department of Commerce

  
Date

TRUSTEE MOA  
for the  
CHEVRON HAMPDEN SITE  
LOCATED IN HAMPDEN, MAINE

**FOR THE UNITED STATES DEPARTMENT OF INTERIOR:**



Wendi Weber  
Region 5 Regional Director  
U.S. Fish and Wildlife Service  
U.S. Department of the Interior

4/15/16

Date

TRUSTEE MOA  
for the  
CHEVRON HAMPDEN SITE  
LOCATED IN HAMPDEN, MAINE

FOR THE STATE OF MAINE:

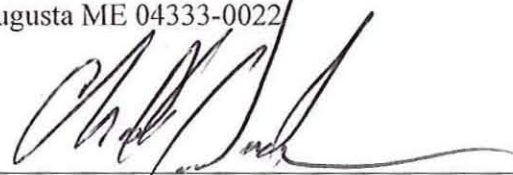
6-21-2016  
Dated

  
PAUL MERCER  
Commissioner  
Maine Department of Environmental  
Protection  
17 State House Station  
Augusta ME 04333-0017


7/8/16  
Dated

  
WALTER E. WHITCOMB  
Commissioner  
Maine Department of Agriculture,  
Conservation and Forestry  
22 State House Station  
Augusta ME 04333-0022

7-5-16  
Dated

  
CHANDLER E. WOODCOCK  
Commissioner  
Maine Department of Inland Fisheries and  
Wildlife  
41 State House Station  
Augusta ME 04333-0041

7/1/16  
Dated

  
PATRICK C. KELIHER  
Commissioner  
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21 State House Station  
Augusta ME 04333-0021