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 IN THE MATTER OF:)
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 BARGE RTC 380) ADMINISTRATIVE
 VESSEL SPILL OF) SETTLEMENT AGREEMENT
 DECEMBER 21, 1992.)
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WHEREAS, on December 21, 1992, a spill of number 2 fuel oil from the Barge RTC 380 occurred which entered into the waters and reached the shorelines of the States of Connecticut and New York and injured natural resources in both states ("Spill");

WHEREAS, Reinauer Transportation Company (hereinafter referred to as "Reinauer") owned and operated the RTC 380 at the time of the Spill;

WHEREAS, on or about June 18, 1993, the States of Connecticut and New York and the United States Department of the Interior and the United States Department of Commerce, National Oceanic and Atmospheric Administration, as trustees of the natural resources (hereinafter referred to as "the Governments"), jointly made a claim to Reinauer, alleging that Reinauer was responsible for the Spill and for all response costs and damages for injuries to natural resources resulting from the spill including the costs of assessing those damages pursuant to, inter alia, the Oil Pollution Act of 1990 (OPA), 33 U.S.C. 2701 et seq.;

WHEREAS, the parties to this Agreement concur that settlement of the claims in this matter against Reinauer without resort to litigation is in the public interest; and

WHEREAS, the Governments and Reinauer have agreed that settlement of the claims in this matter will not constitute evidence against or an admission by any party with respect to any issue or an admission of liability or fault on the part of any party hereto,

IT IS THEREFORE AGREED among the parties:

I. DEFINITIONS

The terms used in this Agreement shall have the meanings set forth in OPA, 33 U.S.C. §§ 2701 et seq.

II. PARTIES TO THIS AGREEMENT

This Agreement shall apply to and be binding upon and inure to the benefit of the Governments, Reinauer, and its present and former officers, directors, employees and agents.

III. TOTAL SUM TO BE PAID AS NATURAL RESOURCE DAMAGES AND RESPONSE COSTS

On or before thirty (30) days following the execution of this Agreement, Reinauer shall pay to the Governments the sum of two hundred thirty thousand nine hundred seventy-one dollars and ninety-five cents (\$230,971.95) in natural resource damages and response costs. Payments shall be made as set forth in paragraph V below.

IV. RELEASE OF CLAIMS

(a) Except as provided in paragraph IV(b), upon payment in full of all the sums required to be paid by Reinauer pursuant to

this Agreement, the Governments release Reinauer from all natural resource damage claims arising from the Spill that may be raised by the Governments in their capacity as natural resource trustees pursuant to OPA, 33 U.S.C. §§ 2701 et seq. Furthermore, the states of New York and Connecticut agree to release Reinauer from all claims arising from the Spill that may be brought pursuant to N.Y. Navigation Law §§ 173, 181(1), and 181(2)(b); and Conn. Gen. Stat. §§ 22a-6 and 22a-438, respectively.

(b) The release of claims provided above in paragraph IV(a) shall not extend to any claims for federal removal costs, third party claims paid or to be paid by the Oil Spill Liability Trust Fund (hereinafter referred to as "the Fund"), or to response costs incurred by the State of Connecticut which have been submitted to the Fund.

V. PAYMENT OF NATURAL RESOURCE DAMAGES AND COSTS

(a) Payments to the Governments pursuant to paragraph III above shall be made by certified check as follows:

(1) \$102,676.70, representing \$100,000 for natural resource damages and \$2,676.70 for the costs of assessing those damages, to the "Treasurer, State of Connecticut";

(2) \$112,535.61, representing \$100,000 for natural resource damages and \$12,535.61 for Spill response and damage assessment costs, to the "State of New York";

(3) \$5,560.00, for the costs of assessing natural resource damages, to the "United States Department of the Interior"; and

(4) \$10,199.64, for the costs of assessing natural resource damages, to the "NOAA, United States Department of Commerce" with a notation on the check and any accompanying information referencing the RTC 380 spill.

(b) Payments shall be sent by certified mail, return receipt requested, to the following representatives of the Governments.

(1) For the State of Connecticut:

Brian Comerford
Assistant Attorney General
State of Connecticut
55 Elm Street
Hartford, CT 06141-0120

(2) For the State of New York:

Nancy Stearns
Assistant Attorney General
New York State Department of Law
120 Broadway
New York, NY 10271

(3) For the U.S. Department of the Interior:

Martha Ansty
Office of the Regional Solicitor
Department of Interior
Suite 612
One Gateway Center
Newton Corner, MA 02158

(4) For the U.S. Department of Commerce/NOAA:

NOAA Finance Services Division
Bills and Collection Unit, Caller Service 7025
20020 Century Boulevard
Germantown, MD 20874

A copy of NOAA's check and any accompanying information shall be sent to:

Jack Moakley
Office of NOAA General Counsel
166 Water Street
Woods Hole, MA 02543

VI. PENALTY FOR LATE PAYMENT

If all payments agreed to in paragraphs III and V above are not made on or before thirty (30) days following the execution of this Agreement, Reinauer shall pay, in addition to all sums due and owing hereunder, liquidated damages in the amount of \$500.00 per day until full payment is made. In the event that liquidated damages are owed the Governments pursuant to this paragraph, Reinauer shall divide the amount of total liquidated damages by four (4) and make equal payments to each of the four governmental entities.

VII. REPRESENTATIONS

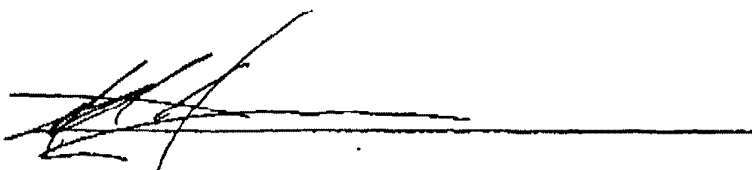
Each undersigned representative of each party to this Agreement certifies that he or she is fully authorized to enter into this Agreement and to execute and legally bind such party to this Agreement.

VIII. COUNTERPARTS

This agreement may be executed in any number of counterparts, and each executed counterpart shall have the same force and effect as an original instrument.

AGREED TO:

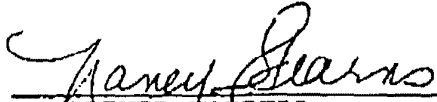
for REINAUER TRANSPORTATION COMPANY



Albert H. Reinauer
Vice President/Treasurer
Reinauer Transportation Co.


Date: 11/22/94

for THE STATE OF NEW YORK



G. OLIVER KORPELL
Attorney General
by: Nancy Stearns
Assistant Attorney General

Date: 10/25/94



LANGDON MARSH
Commissioner, Department of Environmental
Conservation and Trustee for Natural Resources
by: Marc Gerstman

Date: 10/26/94

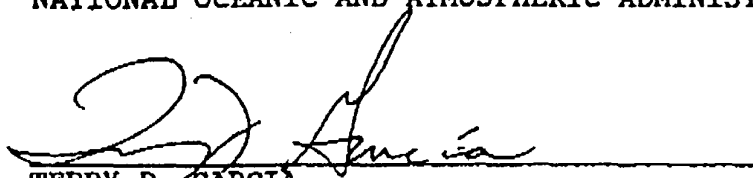
for THE UNITED STATES DEPARTMENT OF INTERIOR

Anthony R. Conte

ANTHONY R. CONTE
Regional Solicitor, Northeast
Office of the Solicitor

Date: 11/20/94

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

A handwritten signature in black ink, appearing to read "Terry D. Garcia", is written over a horizontal line.

TERRY D. GARCIA
NOAA General Counsel

Date: 11/9/94