

March 3, 2010

**Addendum to 2005 Memorandum of Agreement among the National Oceanic and Atmospheric Administration, U.S. Department of the Interior, State of Delaware, and the Commonwealth of Pennsylvania Regarding Natural Resource Damage Assessment, Restoration, and Activities Arising From *Athos I* Spill in the Delaware River**

**I. PURPOSE AND AUTHORITY:**

(A) This Addendum (hereinafter referred to as the “MOA Addendum”) supplements the 2005 Memorandum of Agreement (hereinafter referred to as the “2005 *Athos* Trustee MOA” and incorporated herein as Attachment A) among the National Oceanic and Atmospheric Administration acting on behalf of the U.S. Department of Commerce, the U.S. Fish and Wildlife Service acting on behalf of the U.S. Department of the Interior, the State of Delaware, the State of New Jersey, and the Commonwealth of Pennsylvania (hereinafter collectively referred to as the “Trustees”).<sup>1</sup> The 2005 *Athos* Trustee MOA memorialized the Trustees’ agreement to coordinate and cooperate when undertaking restoration projects to address injuries to natural resources and services caused by the 2004 *Athos* oil spill on the Delaware River (the “Incident”). This MOA Addendum outlines the following:

(1) The process that will be used by the Trustees when undertaking and overseeing the restoration projects outlined in the final Damage Assessment and Restoration Plan/ Environmental Assessment (hereinafter referred to as the “final Restoration Plan”). The Trustees have determined that the final Restoration Plan complies with applicable federal laws as well as the laws of the States of Delaware, New Jersey and the Commonwealth of Pennsylvania. (The final Restoration Plan is incorporated herein as Attachment B) and

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<sup>1</sup> Although a signatory to the 2005 *Athos* Trustee MOA, New Jersey is not party to this MOA Addendum. Instead, New Jersey is signatory to Memorandum of Agreement between NOAA and NJ Regarding Natural Resource Restoration Activities Arising from the *Athos I* Spill in the Delaware River, which details the implementation of the three restoration projects in New Jersey (<http://www.darrp.noaa.gov/northeast/athos/index.html>).

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(2) The process that will be utilized to account for money received by the Trustees from the Oil Spill Liability Trust Fund (“OSLTF”), under the authority of the National Pollution Funds Center (“NPFC”).

(B) The Trustees anticipate that the NPFC will award the funds required to undertake restoration pursuant to the final Restoration Plan. Once these OSLTF funds are received, the Trustees will establish the “*Athos* Restoration Account.” Expenditures from the *Athos* Restoration Account will be used to restore, replace, rehabilitate, or acquire the equivalent of natural resources and/or services injured by the Incident in accordance with the requirements of the Oil Pollution Act of 1990 (OPA). When overseeing required restoration and accounting for the use of money from the NPFC, the Trustees agree to follow the processes outlined in the final Restoration Plan, the 2005 *Athos* Trustee MOA and this MOA Addendum.

(C) The authority for entering into the MOA Addendum is outlined in Section

II.A. of the 2005 *Athos* Trustee MOA.

## II. FACTS:

(A) The Athos Incident and Restoration Planning: The Incident at issue involved a ship, the *M/T Athos I (Athos)*, which released more than 263,000 gallons of crude oil, causing injuries to fish, wildlife, and habitat along more than 115 river miles of the Delaware River and its tributaries. Under OPA, two federal government agencies – the National Oceanic and Atmospheric Administration (NOAA) and the U.S. Fish and Wildlife Service (USFWS) – and the three affected states – New Jersey, Delaware, and Pennsylvania – are the Trustees for and responsible for restoring natural resources injured by the Incident. The Trustees are responsible for developing and implementing a plan for the restoration of resources under their trusteeship that are injured by oil spills.

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Accordingly, the Trustees signed the 2005 *Athos* Trustee MOA ([http://www.darrp.noaa.gov/northeast/athos/pdf/Final\\_MOA\\_with\\_NOAA-DE-NJ-PA\\_from\\_Athos\\_I.pdf](http://www.darrp.noaa.gov/northeast/athos/pdf/Final_MOA_with_NOAA-DE-NJ-PA_from_Athos_I.pdf)), outlining the framework for Trustee cooperation and establishing a Restoration Trustee Council, while providing a process for underwriting the costs of natural resource damage assessment and related actions. (*See*, Attachment A.) The Trustees then undertook an extensive assessment of the injuries caused by the *Athos* Incident and considered a wide range of possible restoration options, which were identified in a draft Damage Assessment and Restoration Plan/Environmental Assessment (“draft Restoration Plan”). This draft Restoration Plan was made available for public review, pursuant to the requirements of OPA and the National Environmental Policy Act (NEPA). With the assistance of scientific experts and the public, the Trustees selected certain proposed restoration projects outlined in the final Restoration Plan and summarized herein at Section IV. (*See*, Attachment B.)

- (B) Trustees’ Claim for Restoration Funding: Since the U.S. Coast Guard determined that the Responsible Party met the limit of its liability for the Incident, the Trustees submitted their natural resource damage (NRD) claim to the OSLTF in the NPFC, pursuant to 33 U.S.C. § 2712(a)(4). The claim focused on the cost of restoring natural resources injured as a result of the Incident and redressing the public’s loss of services provided by those resources. The amount of restoration funding sought by the Trustees included:

(1) Injury assessment costs;

(2) The cost of implementing the ten selected projects outlined in the final Restoration Plan;

(3) Project administration and oversight costs, including the costs incurred by the Restoration Trustee Council and the Lead Administrative Trustee (LAT); and

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(4) Contingency funds to provide for unknown, uncertain and/or unanticipated conditions. (A summary of project costs is given in Attachment C.) Money received from the OSLTF claim will be deposited into the *Athos* Restoration Account. (Requirements relating to use of the Athos Restoration Account are outlined at Section V.) NPFC finalization of the Trustees' claim will be documented in the Restoration Administrative Record.

### **III. PARTIES:**

(A) Federal and State Trustees: As provided for in the 2005 *Athos* Trustee MOA, the natural resource Trustees who are parties to this MOA Addendum are<sup>2</sup>:

(1) Director, Office of Response and Restoration, NOAA, acting on behalf of the Secretary of Commerce;

(2) 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) Secretary of Delaware Department of Natural Resources and Environmental Control;

(4) Secretary, Department of Environmental Protection, Commonwealth of Pennsylvania;

(5) Director of the Office of Conservation Science for the Department of Conservation and Natural Resources, Commonwealth of Pennsylvania;

(6) Executive Director, Pennsylvania Fish and Boat Commission, Commonwealth of Pennsylvania;

(7) Executive Director, Pennsylvania Game Commission, Commonwealth of Pennsylvania.

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<sup>2</sup> Although natural resources under the trusteeship of the State of New Jersey ("New Jersey") were injured as a result of the Incident and New Jersey is a party to the 2005 *Athos* Trustee MOA, it is not a party to this MOA Addendum. New Jersey and NOAA, acting in its capacity as Lead Administrative Trustee ("LAT"), have entered into a separate MOA relating to the management and implementation of the three restoration projects identified in the final Restoration Plan for which New Jersey is acting as Lead Implementing Trustee ("LIT").

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(See, 2005 *Athos* Trustee MOA, Sec. II(B), *Authority*.)

(B) Trustee Representatives: The Trustee Representatives are the authorized designees appointed by the Trustees of NOAA, USFWS, Delaware, and Pennsylvania. (See, 2005 *Athos* Trustee MOA, Sec. III (K), *Definitions*). Each Trustee will designate one representative to serve on the Restoration Trustee Council. The Trustee representative shall have one Council vote each in accordance with the procedures set forth in the 2005 *Athos* Trustee MOA. The Restoration Trustee Council's activities will be overseen by the LAT pursuant to Section VII (H) of the 2005 *Athos* Trustee MOA.

(C) Restoration Trustee Council: Within ten (10) business days of the execution of this MOA Addendum, each Trustee shall designate a Primary Trustee Representative to the Restoration Trustee Council, which is formed for the purposes of implementing the seven (7) restoration projects listed in Section IV. below. The Restoration Trustee Council will oversee coordination of restoration activities arising from the Incident. The duties of the Restoration Trustee Council are outlined at Section VI below.

(D) Lead Implementing Trustees and Lead Administrative Trustee: Except as otherwise provided by the Restoration Trustee Council, each of the selected restoration projects listed at Section IV will be managed by a Lead Implementing Trustee (LIT) who will be responsible for overseeing specific restoration and other work related to the designated restoration project. With the exception of the freshwater tidal wetlands restoration at John Heinz National Wildlife Refuge for which the USFWS will act as the LIT, Delaware or Pennsylvania will be responsible for implementing restoration projects within their respective jurisdictions; provided, however, that the Restoration Trustee Council retains the right to determine that this responsibility should be shared between or among two or more Trustees for certain restoration projects. The actions of the LITs will be overseen by the Restoration Trustee Council. NOAA will carry out the duties of the Lead Administrative Trustee (LAT), outlined at Section VII.

(E) **2005 MOA Trustee Council**: There will be times when all the Trustee signatories of the 2005 *Athos* Trustee MOA need to meet as a group (*e.g.*, Sections IV, VI (B), VII (A)(8) and (9)). The LAT will notify this group, hereinafter referred to as the "2005 MOA Trustee Council," of the need and arrangements for such meetings.

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#### IV. RESTORATION PROJECTS:

The final Restoration Plan outlined injuries to shorelines, aquatic resources, birds, wildlife and their associated habitats, as well as recreational resources which were caused by the Incident. After assessing these injuries and reviewing project alternatives, the Trustees developed a draft Restoration Plan that was made available for public review and comment. After reviewing all comments received, the Trustees, including the State of New Jersey developed a final Restoration Plan that contained ten (10) restoration projects selected for funding via their joint OSLTF NRD claim. Three (3) of the ten (10) restoration projects are subject to a separate MOA between NOAA and New Jersey.<sup>3</sup> The seven (7) projects that are subject to this MOA Addendum are identified below:

(A) Freshwater tidal wetlands restoration at John Heinz National Wildlife Refuge (Pa.) (LIT is USFWS);

(B) Creation of oyster reefs (LIT is Del.);

(C) Darby Creek dam removal and stream habitat restoration (LIT is Pa.);

(D) Shoreline restoration at Lardner's Point (LIT is Pa.);

(E) Blackbird Reserve Wildlife Area Habitat Restoration (pond and pasture enhancement) (LIT is Del.);

(F) Installation of a rock jetty at Augustine Boat Ramp to address ongoing shoaling immediately offshore of the boat ramp (LIT is Del.); and

(G) Enhancing the recreational trail on Little Tinicum Island (LIT is Pa.).

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<sup>3</sup> The three (3) restoration projects selected for funding that are being implemented by New Jersey are: Mad Horse Creek, oyster reef construction, and Stow Creek boat ramp.

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Should unforeseen problems arise in undertaking the above-specified restoration projects, the *Athos* 2005 MOA Trustee Council will consider substituting them with appropriate alternatives that meet the goals outlined in the final Restoration Plan.

**V. *ATHOS* RESTORATION ACCOUNT AND FUNDING ISSUES:**

(A) The *Athos* Restoration Account: When NPFC grants its award of the Trustees' NRD claim, the Restoration Trustee Council shall instruct NPFC to send the portion of these funds allocated for implementation of the restoration projects identified in Section IV above to the U.S. Department of the Interior (DOI) Restoration Fund. Upon receipt of the *Athos* NPFC claim funds, the DOI Restoration Fund Manager shall deposit the funds in a segregated account identified as the "*Athos* Restoration Account." The LAT, on behalf of the Restoration Trustee Council, will instruct the DOI Restoration Fund Manager to:

- (1) Establish eight (8) Sub-accounts within the *Athos* Restoration Account;
- (2) Identify seven (7) of the Sub-accounts with the names of the projects identified in Section IV. above (The funds in each of these Sub-accounts shall be used for implementation, administration, monitoring, and oversight of those specific restoration projects.);
- (3) Identify the eighth Sub-account with the name "Restoration Trustee Council Administrative Costs" (The funds in this Sub-account shall be used to pay for oversight and administration costs incurred by the Restoration Trustee Council.); and
- (4) Deposit a specified sum into each of the Sub-accounts.

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Additional information relating to the establishment and use of these accounts can be found at: <http://restoration.doi.gov/policies.html>

(B) Use of the *Athos* Restoration Account:

(1) Funds in the *Athos* Restoration Account shall be used only for the implementation, administration, monitoring, and oversight of the restoration projects identified in the Trustees' final Restoration Plan or Restoration Trustee Council's authorized alternative projects, as appropriate.

(2) The Restoration Trustee Council will oversee the progress of restoration projects and expenditures from the *Athos* Restoration Sub-accounts in accordance with the terms of the 2005 *Athos* Trustee MOA and this MOA Addendum. The Trustees may use money from the appropriate *Athos* Restoration Sub-accounts to pay/reimburse direct and/or indirect administrative costs and expenses incurred by the Trustees. Such costs may include, but are not limited to:

- (a) the preparation or review of documents pertaining to the selected restoration projects;
- (b) direct and indirect costs related to restoration project implementation, administration, monitoring and oversight; and
- (c) other related costs, including travel expenses and/or the cost of managing contracts/projects.

(3) Recreational Projects are subject to specific funding and reimbursement requirements outlined at Section V.(G).

(4) Pursuant to NPFC guidance and OPA, 33 U.S.C. at §2706(f), any funds remaining in



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the *Athos* Restoration Sub-accounts that are not used for the purposes of implementation, administration, monitoring, and/or oversight of restoration projects must be returned to the OSLTF. Earned interest must also be returned to the NPFC's OSLTF, unless the Restoration Trustee Council requests and receives concurrence from NPFC to allow for specific amounts of interest to be used for specified project expenses.

(C) Distribution of Restoration Funds: The LITs will be responsible for submitting a Disbursement Request outlining the cost documentation related to their respective restoration projects. This cost documentation package may include labor reports, designs, scopes of work, cost estimates and/or construction bid packages. Project funds will be disbursed pursuant to a written Disbursement Resolution, which will approve the distribution of funds to the LIT. All Disbursement Resolutions shall be signed by the LAT and the LIT responsible for the project for which funds are being requested. Any other Trustee who does not submit a written objection within thirty (30) calendar days of the date of receipt of a Disbursement Resolution will be presumed to have approved said Disbursement Resolution. Trustees may establish additional procedures, consistent with this MOA Addendum, regarding the expenditure of money from the Athos Restoration Account, as they deem necessary.

(D) Cost Deviations: During the restoration implementation phase, a LIT shall not obligate any funds from any project sub-account if it determines that actual itemized costs for planning and design, implementation, administration, monitoring, and/or oversight exceed the estimated itemized costs submitted to the OSLTF with the NRD claim by ten (10) per cent or more. In this event, the LIT will notify the LAT as expeditiously as possible, but in no event more than ten (10) business days after discovery of the discrepancy. The LAT will review the facts and notify all members of the Restoration Trustee Council and the NPFC about the situation and, with the Restoration Trustee Council, determine whether or not the use of Contingency Funds is warranted.

(E) Use of Contingency Funds: The Trustees' NRD claim to the OSLTF outlined project costs, addressing identified risks within a defined project scope. Contingency funds were also requested to cover unknown, uncertain, and/or unanticipated conditions. However, if a LIT determines that additional funds will be needed to address costs that were unknown, uncertain,

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and/or unanticipated at the time the NRD claim was made, the LIT shall request that a supplemental claim be made in accordance with NPFC guidance. The requesting LIT will need to demonstrate the reasonableness of its request, outlining why an allocation of additional funds is needed.

(F) Recreational Project Costs:

(1) Cost Allocation: The recreational projects described in the final Restoration Plan that are the subject of this MOA Addendum include the Augustine Boat Ramp (Del.) and the Little Tinicum Island Trail and Habitat Restoration (Pa.). The monies in the Augustine Board Ramp Project Sub-account and the Little Tinicum Island Trail Project Sub-account shall be used only for the implementation of the Augustine Board Ramp Project (by Del.) and the Little Tinicum Island Trail Project (by Pa) respectively, subject to subparagraph (3) of this paragraph.

(2) Contingency Funds: LITs may request contingency funds for these recreational projects only if the project cost is increased due to unknown, uncertain, and/or unforeseen circumstances or events that were not accounted for in initial cost estimates; provided, however, no contingency funds will be paid to a LIT unless the NPFC gives prior written approval allowing the Restoration Trustee Council to use contingency funds for this purpose.

(3) Unused Funds: If funds remain after completion of a recreational project, the Restoration Trustee Council will ask the NPFC to review a revised plan to use this money on another existing or new recreation project. As part of the submission of such a revised plan, the Trustees shall affirm that they are in compliance with any and all requirements under the law, including but not limited to, the public review process. The Trustees shall likewise affirm that monies received will not be transferred to fund other non-recreational projects, such as shoreline, aquatic, or bird and wildlife restoration.

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**VI. *ATHOS* RESTORATION ACCOUNT -- ROLE OF RESTORATION TRUSTEE  
COUNCIL:**

The Restoration Trustee Council will oversee the progress of ongoing restoration and review expenditures from the *Athos* Restoration Account. In addition to the duties specified in Section VII of the 2005 *Athos* Trustee MOA, the Restoration Trustee Council will also be responsible for the following:

(A) The Restoration Trustee Council will oversee the implementation, administration, monitoring, and oversight of the restoration projects identified in the final Restoration Plan, undertaking the necessary decisions to manage and administer monies from the *Athos* Restoration Account for this purpose.

(B) If the Restoration Trustee Council determines that any of the restoration projects identified in the final Restoration Plan are infeasible, impractical, or otherwise not in the public interest, it will determine if a significant modification of the project or a new project is required. If so, the 2005 MOA Trustee Council will select an appropriate modification or develop a project alternative that meets OPA criteria and other applicable legal requirements. The 2005 MOA Trustee Council shall also provide for public notice and comment for any significant project modification or any new restoration project. Notice of such project changes shall also be provided to NPFC. Should any additional funds be needed, the 2005 MOA Trustee Council will submit a supplemental claim to the OSLTF.

(C) The Restoration Trustee Council will transfer funds from the *Athos* Restoration Account to implement the restoration projects outlined in the final Plan or appropriate alternatives developed and approved by the Restoration Trustee Council. The LAT will assist the Restoration Trustee Council by developing procedures for and preparing appropriate forms for disbursements (either reimbursements or advance payments) from the *Athos* Restoration Account for the Restoration Trustee Council.

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(D) Each member of the Restoration Trustee Council will be responsible for providing all required documentation demonstrating that monies withdrawn from the *Athos* Restoration Account were used for the purposes authorized by the Restoration Trustee Council and that these expenses were accounted for. Such an accounting may include, but is not limited to, the provision of receipts, contracting information, or other documentation requested by the Restoration Trustee Council. The Restoration Trustee Council will maintain responsibility for providing any accounting documentation that may be required by NPFC.

**VII. LEAD ADMINISTRATIVE TRUSTEE (LAT):**

(A) In accordance with the terms of the 2005 *Athos* Trustee MOA, NOAA shall serve as the LAT, responsible for:

- (1) Serving as a central point of contact;
- (2) Convening Restoration Trustee Council meetings;
- (3) Producing agendas and action items;
- (4) Overseeing action items;
- (5) Providing reports to the Restoration Trustee Council;
- (6) Developing and disseminating budgetary information;
- (7) Maintaining the Restoration Administrative Record (*See*, Section VII.H. of the 2005 *Athos* Trustee MOA.);
- (8) Convening a meeting of the full 2005 MOA Trustee Council, at least once a year, before annual or final reports are due to the NPFC, for progress reports from each member of the 2005 MOA Trustee Council; and
- (9) Notifying the 2005 MOA Trustee Council if the conditions of Section VI (B) are met.

(B) The LAT's duties also include:

- (1) Preparing draft procedures for disbursements and advance payments from the *Athos*

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Restoration Account for the review and written approval of the Restoration Trustee Council;

(2) Certifying and submitting Annual and Final Reports to the NPFC in accordance with Section VIII of this MOA Addendum; and

(3) Providing any necessary coordination with the NPFC to address outstanding issues regarding the OSLTF claim.

### **VIII. ANNUAL AND FINAL ACCOUNTING FOR FUNDS RECEIVED:**

(A) Annual Reporting Process: The NPFC requires the submission of Annual Progress Reports on the progress of projects funded via the OSLTF. (For information on NPFC forms and requirements, *see* Attachment D.) Annual Progress Reports will be submitted to the NPFC by the LAT, beginning one year from the date of receipt of OSLTF funds and annually thereafter. Each LIT is responsible for completing the “Natural Resources Damage Claim: Annual Report” in accordance with NPFC requirements and submitting it to the LAT within sixty (60) calendar days of the last day of the reporting period. The LAT is responsible for certifying that all restoration activities have been conducted in accordance with the claim funded by the OSLTF. After this certification process is complete, the LAT will submit the Annual Progress Report to the NPFC within ninety (90) calendar days of the last day of the reporting period. Annual reports will include:

(1) A description of the work accomplished, a timeline for future activities and a narrative describing any unexpected problems encountered during implementation;

(2) A summary of specific expenditures by category, including direct and indirect costs related to restoration project implementation, administration, monitoring, and oversight, as well as other related costs, including travel expenses and/or the cost of managing contracts/projects; and

(3) A narrative description of the work accomplished that year by each Trustee and how such work fits into the overall progress of the project.

(B) Final Reporting Process: Final Project Reports will be submitted to the NPFC to

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certify that actions taken were in accordance with the final Restoration Plan and to document the completion of each restoration project. A project will be considered complete at either the close-out of construction or upon the completion of short-term monitoring or maintenance (defined as less than five (5) years from the date of completion of construction). Such Final Project Reports and related cost documentation will follow the format described in the "Natural Resource Damage Claim: Final Report" developed by NPFC. (See Attachment D.) The LIT is responsible for developing the Final Project Report(s), which will be submitted to the LAT within ninety (90) calendar days after the completion of each individual restoration project. The LAT is responsible for certifying that all restoration activities have been conducted in accordance with the claim funded by the OSLTF. The LAT will submit its final report to the NPFC within one hundred twenty (120) calendar days of the completion of the restoration project. Should a project require monitoring and/or maintenance for a period in excess of five (5) years, the LIT shall develop a Supplemental Report for submission to the NPFC that addresses these long-term requirements.

**IX. MEETINGS:**

Any member of the Restoration Trustee Council may, upon reasonable notice through the LAT, call a meeting of the Restoration 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 between the Trustees.

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**IX. CONFLICTS WITH 2005 *ATHOS* TRUSTEE MOA and OTHER DIRECTIVES:**

Nothing in this MOA Addendum is intended to conflict with the 2005 *Athos* Trustee MOA, the lawful directives of any Trustee or any other applicable requirement of law or regulation. If any such conflicts are identified by the Restoration Trustee Council, the relevant sections of this MOA Addendum may be amended, as the Trustees determine appropriate. Likewise, any issues relating to: (a) Trustee withdrawal; (b) modification/termination of the *Athos* Trustee MOA or this MOA Addendum; (c) disputes among Trustees; or (d) related matters shall be addressed in accordance with the 2005 *Athos* Trustee MOA.

**X. EFFECTIVE DATE:**

This MOA Addendum shall be in effect from the date of execution until termination by written agreement of the Trustees through a Restoration Trustee Council Resolution. The date of the Agreement's execution shall be the date of the signature of the last Trustee to sign the MOA Addendum. A copy of this MOA Addendum, with all original signatures affixed, shall be maintained by the LAT in the *Athos* Restoration Administrative Record, along with the 2005 *Athos* Trustee MOA. Copies of this signed MOA Addendum will be sent to the Trustees by the LAT.

**XI. AUTHORIZED SIGNATURES:**

The following officials, or their respective designees, are executing this Addendum on behalf of their respective agencies:

(1) Director, Office of Response and Restoration, National Oceanic and Atmospheric Administration;

(2) Regional Director, Northeast Region, United States Fish and Wildlife Service;

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- (3) Secretary, Delaware Department of Natural Resources and Environmental Control;
- (4) Secretary, Pennsylvania Department of Environmental Protection;
- (5) Secretary, Pennsylvania Department of Conservation and Natural Resources;
- (6) Executive Director, Pennsylvania Fish and Boat Commission; and
- (7) Executive Director, Pennsylvania Game Commission.



**Athos I: Addendum to 2005 Memorandum of Agreement among NOAA; DOI; DE, and PA Regarding  
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The undersigned representatives of the Trustees acknowledge that they have authority to execute this MOA Addendum on behalf of their respective agencies. Signatures below constitute acceptance of the terms and conditions of this MOA Addendum.

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FOR THE NATIONAL OCEANIC AND ATMOSPHERIC ADMINISTRATION



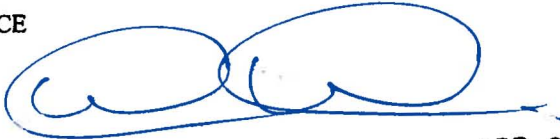
David Westerholm, Director Office of Response and Restoration National Oceanic and  
Atmospheric Administration Federal Trustee for Natural Resources

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



Acting

Marvin E. Moriarty, Regional Director Northeast

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Region

U.S. Fish and Wildlife Service Federal Trustee

for Natural Resources

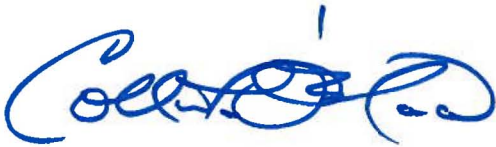
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FOR THE STATE OF DELAWARE



Collin P. O'Mara, Secretary Department of Natural Resources and Environmental Control

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**FOR THE COMMONWEALTH OF PENNSYLVANIA**

**John Hanger, Secretary Department of Environmental Protection**

A handwritten signature in black ink that reads "John Hanger". The signature is written in a cursive style with a large initial "J" and a long, sweeping underline.

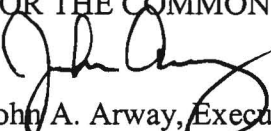
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FOR THE COMMONWEALTH OF PENNSYLVANIA

  
John A. Arway, Executive Director

Pennsylvania Fish and Boat Commission

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FOR THE COMMONWEALTH OF PENNSYLVANIA



John Quigley, Acting Secretary Department of Conservation and Natural Resources

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FOR THE COMMONWEALTH OF PENNSYLVANIA



Carl Roe, Executive Director

Pennsylvania Game Commission



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**Attachment A:** *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, April 11, 2005*

**Attachment B:** *Final Restoration Plan and Environmental Assessment for the November 26, 2004, M/T Athos I Oil Spill on the Delaware River*

**Attachment C:** *Summary of Final Project Cost Estimates*

**Attachment D:** *Information on how to find OSLTF Forms for Cost Accounting/Annual/ Final Reports*