

CLAIM SUMMARY / DETERMINATION

Claim Number:	A15017-0002
Claimant:	[REDACTED]
Type of Claimant:	Private
Type of Claim:	Removal Costs
Claim Manager:	[REDACTED]
Amount Requested:	\$2,600.00

FACTS:

On May 19, 2015, USCG Sector LA/Long Beach (LA/LB) received a report of an oil spill that originated from a 24-inch pipeline belonging to Plains Pipeline LP, on the shore side of Highway 101 in Santa Barbara, CA. The ruptured pipeline discharged approximately 746 barrels of crude oil into the Pacific Ocean, a navigable waterway of the United States.

CLAIMANT AND CLAIM:

The claimant is one of the two owners of the vessel, WILD WAVE, which appears to be a recreational fishing boat. The claimant alleges that the Plains Pipeline oil spill left oily, tarry goop on his vessel that he had to clean off. He seeks \$2,600 in alleged costs of cleaning materials and labor to clean his boat's hull of oily sludge.

APPLICABLE LAW:

Under OPA 90, at 33 USC § 2702(a), responsible parties are liable for removal costs and damages resulting from the discharge of oil into navigable waters and adjoining shorelines, as described in Section 2702(b) of OPA 90. A responsible party's liability will include "removal costs incurred by any person for acts taken by the person which are consistent with the National Contingency Plan". 33 USC § 2702(b)(1)(B).

"Oil" is defined in relevant part, at 33 USC § 2701(23), to mean "oil of any kind or in any form, including petroleum, fuel oil, sludge, oil refuse, and oil mixed with wastes other than dredged spoil".

The Oil Spill Liability Trust Fund (OSLTF), which is administered by the NPFC, is available, pursuant to 33 USC §§ 2712(a)(4) and 2713 and the OSLTF claims adjudication regulations at 33 CFR Part 136, to pay claims for uncompensated removal costs that are determined to be consistent with the National Contingency Plan and uncompensated damages. Removal costs are defined as "the costs of removal that are incurred after a discharge of oil has occurred or, in any case in which there is a substantial threat of a discharge of oil, the costs to prevent, minimize, or mitigate oil pollution from an incident".

33 U.S.C. §2713(d) provides that "If a claim is presented in accordance with this section, including a claim for interim, short-term damages representing less than the full amount of damages to which the claimant ultimately may be entitled, and full and adequate compensation is unavailable, a claim for the uncompensated damages and removal costs may be presented to the Fund."

Under 33 CFR 136.105(a) and 136.105(e)(6), the claimant bears the burden of providing to the NPFC, all evidence, information, and documentation deemed necessary by the Director, NPFC, to support the claim.

Under 33 CFR 136.105(b) each claim must be in writing, for a sum certain for each category of uncompensated damages or removal costs resulting from an incident. In addition, under 33 CFR 136, the claimant bears the burden to prove the removal actions were reasonable in response to the scope of the oil spill incident, and the NPFC has the authority and responsibility to perform a reasonableness determination. Specifically, under 33 CFR 136.203, "a claimant must establish -

- (a) That the actions taken were necessary to prevent, minimize, or mitigate the effects of the incident;
- (b) That the removal costs were incurred as a result of these actions;
- (c) That the actions taken were determined by the FOSC to be consistent with the National Contingency Plan or were directed by the FOSC."

Under 33 CFR 136.205 "the amount of compensation allowable is the total of uncompensated *reasonable* removal costs of actions taken that were determined by the FOSC to be consistent with the National Contingency Plan or were directed by the FOSC. Except in exceptional circumstances, removal *activities* for which costs are being claimed must have been coordinated with the FOSC." [Emphasis added].

DETERMINATION:

The claimant initially only provided a claim form and a copy of his vessel's Certificate of Documentation. He provided no evidence to support his claim. He stated that he did not retain any of his evidence. Therefore, the NPFC denied his claim via letter dated February 23, 2016. In response, the claimant sent a letter dated March 13, 2016, providing no substantive information or evidence to support his claim. The NPFC received his letter on March 23, 2016 and sent him a request for information via email on March 24, 2016. The claimant responded by email and still provided no evidence to support his claim. To date, the claimant has not established any of the requirements of a valid claim. The NPFC again must deny the claim in its entirety.

Claim Supervisor: 

Date of Supervisor's review: April 8, 2016

Supervisor Action: ***Approved***

Supervisor's Comments: