

## CLAIM SUMMARY / DETERMINATION FORM

Date	: 12/8/2011
Claim Number	: E10642-0009
Claimant	: Louisiana Department of Public Safety
Type of Claimant	: Local Government
Type of Claim	: Public Services
Claim Manager	: [REDACTED]
Amount Requested	: \$15,613.71

### **Facts:**

On the morning of August 11, 2010, an oil well located in Paincourtville, LA blew out at approximately 0330 hours. The oil well is located 200 yards northwest of the intersection of Louisiana Highway (LA Hwy) 70 and LA Road 1004 within a sugar cane field. The blow out occurred during the completion phase of a drilling operation. Approximately 250-500 barrels of oil and gas discharged per day and 10-15 million cubic feet of natural gas per day was released within the atmosphere. Material discharged into local drainage ditches and land.

Drainage entered the Magnolia Canal south of Highway 70. The Magnolia Canal flows 1.7 miles south-southwest to the Saint Louis Canal. The Saint Louis canal flows approximately 3 miles south-southwest of Grand Bayou. Grand Bayou flows 2 miles south into Lake Verret, a navigable waterway of the United States.

The National Response Center was contacted via incident report # 950574.<sup>1</sup>

### **Responsible Party:**

The Responsible Party has been identified as Mantle Oil & Gas, LLC (Mantle O&G), headquartered in Houston, TX. The oil rig is owned by Cajun All Well Services.

The National Pollution Fund Center (NPFC) issued a Responsible Party (RP) Notification Letter to Mantle O&G in Friends Wood, Texas via email and certified mail.<sup>2</sup>

### **Claimant:**

The Claimant, Louisiana Department of Public Safety (LDPS) deployed ten (10) Louisiana State Police Officers ([REDACTED])<sup>3</sup> whom were engaged

at various times in surveillance, traffic control, and evacuation of six residences as a result of the incident.

Louisiana State Police Emergency Services (LSPES) arrived on scene and it was determined that the environment around the well site was a danger to public health and safety. Six residences within a one mile radius of the well site were evacuated. LSPES instructed the OSRO to conduct

<sup>1</sup> NRC Report # 950574

<sup>2</sup> Signed certified mail receipt # 70110470000088950624.

<sup>3</sup> State of Louisiana Payroll Expenditure Detail Report

air monitoring and to report updates to the Incident Command every 15 minutes. This role for LSPES continued through the duration of the incident.<sup>4</sup>

The services provided by the Claimant were acknowledged by Mr. [REDACTED], FOSC, U.S. EPA up through August 31, 2010 only.<sup>5</sup>

### **Claim Description:**

The claim was presented to the Oil Spill Liability Trust Fund (OSLTF or the Fund) on June 12, 2011 for reimbursement of their public safety costs.

The claim consists of the Standard NPFC Claim Form, State of Louisiana Payroll Expenditure Detail Report, disk with field notes, pictures, reports, receipts and proof of payment for meals, and a letter to NPFC.

### **Request for Reconsideration:**

On November 22, 2011, LDPS requested reconsideration of their claim via email.<sup>6</sup> As part of the Reconsideration package submitted by Claimant, LDPS provided receipts of their expenditures while working at the oil spill for food and equipment/materials.<sup>7</sup> The receipts provided under reconsideration were not provided during the initial claim submission because they were later found by the Claimant as they learned that one of the State Police responders was in possession of these receipts for additional food purchases and supplies that were purchased during the response.

The newly submitted information under reconsideration has changed the Claimant's sum certain from \$10,291.19 to now \$15,613.71. Claimant made a request to change the sum certain in their letter requesting Reconsideration.<sup>8</sup>

### **NPFC Removal Costs Determination on Reconsideration:**

Under 33 CFR 136.105(a) and 136.105(e)(6), Claimant bears the burden of providing the NPFC all evidence, information, and documentation deemed necessary by the Director, NPFC, to support the claim. Further, a request for reconsideration must be in writing and include the factual or legal grounds for the relief requested, providing any additional support for the claim. 33 CFR 136.115(d). As noted above a claimant must establish the criteria provided in 33 CFR § 136.203 for removal costs claims.

The NPFC's analysis on reconsideration was a *de novo* review of the Claimant's entire claim submission.

### **Determination of Removal Costs on Reconsideration:**

#### ***A. Findings of Facts:***

1. The removal actions were coordinated with Mr. [REDACTED] FOSC, U.S. EPA through August 31, 2010 only. The FOSC for this incident determined that the actions

<sup>4</sup> Field notes.

<sup>5</sup> POLREPS 1 through 3.

<sup>6</sup> Reconsideration request email dtd November 22, 2011.

<sup>7</sup> LDPS Materials Summary Record showing a total cost of \$6,550.52

<sup>8</sup> Letter to NPFC from Department of Public Safety and Corrections Public Safety Services, dtd November 18, 2011.

undertaken by the Claimant are deemed consistent with the NCP. 33 U.S.C. §§ 2702 (b)(1)(B) and 2712(a)(4);

2. The incident involved the discharge and substantial threat of discharge of "oil" as defined in OPA 90, 33 U.S.C. § 2701 (23), to navigable waters.
3. A responsible party was identified. 33 U.S.C. § 2701(32). The NPFC notified the RP that a claim was filed with the NPFC for the removal costs. The RP has not made payment of costs to date;
4. The claim was submitted within the six-year period of limitations for claims. 33 U.S.C. § 2712(h)(2).
5. The NPFC Claims Manager thoroughly reviewed all documentation submitted with the claim and determined what costs presented were for actions in accordance with the NCP and that the costs for these actions were reasonable and allowable under OPA and 33 CFR § 136.205. The Claims Manager also identified denied costs and the grounds for denial.

### ***B. Analysis:***

The NPFC Claims Manager has reviewed the actual cost documents to confirm that the claimant had incurred all costs claimed. The review focused on: (1) whether the actions taken were compensable "removal actions" under OPA and the claims regulations at 33 CFR 136 (e.g., actions to prevent, minimize, mitigate the effects of the incident); (2) whether the costs were incurred as a result of these actions; (3) whether the actions taken were determined by the FOSC, and (4) whether the costs were adequately documented and reasonable.

The NPFC has determined on reconsideration that the majority of the removal costs incurred by the Claimant and its associated vendors were reasonable and necessary in order to mitigate the effects of the incident. Upon reconsideration and information provided by the Claimant, the NPFC has determined that the costs billed and presented to the Fund for reimbursement are deemed reasonable, unless otherwise indicated below, and consistent with the NCP.

### **Itemization of Denied Costs:**

Claimant provided receipts for food and meals. These costs for food and meals are not reasonable for any individual that did not travel in excess of 50 miles each way from their home base. The Claimant failed to provide sufficient evidence to substantiate that the personnel were in fact traveling in excess of 50 miles each way to the incident in order to provide the requested services. Therefore, the costs associated with meals are hereby denied.<sup>9</sup>

Furthermore, a Wal-Mart receipt was submitted by the Claimant for what they deemed as "food" on Claimant's Materials Summary Record. However, there was no food listed on the receipt other than flat antenna, TV wall mount, storage bags, and seed. The NPFC finds the storage bags to be a reasonable cost and all other costs on this receipt are deemed unreasonable and denied as no explanation or justification was provided on reconsideration.

Please refer to the NPFC spreadsheet for a breakdown of NPFC approved and NPFC denied costs along with the associated comments.

**Total Amount Denied = \$5,075.68**

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<sup>9</sup> NPFC Spread sheet.

The NPFC hereby determines that \$10,541.73 is payable by the OSLTF as full compensation for reimbursable removal costs incurred by the Claimant and submitted to the NPFC under claim # E10642-0009. All costs claimed are for charges paid for by Claimant for removal actions as that term is defined in OPA and are compensable removal costs payable by the OSLTF as presented by Claimant.

**Determined Amount:** \$10,541.73

Claim Supervisor

Date of Supervisor's Review: 12/8/11

Supervisor Action: *Determination on reconsideration approved*

Supervisor's Comments: