

CLAIM SUMMARY / DETERMINATION¹

Claim Number:	UCGP925023-URC001
Claimant:	St. Martin Parish
Type of Claimant:	Local Government
Type of Claim:	Removal Costs
Claim Manager:	(b) (6)
Amount Requested:	\$17,152.33
Action Taken:	Offer in the amount of \$17,152.30

EXECUTIVE SUMMARY:

On June 27, 2025, at 2131 local time, the National Response Center (“NRC”) received notification of an unknown sheen in Bayou Teche; a navigable waterway of the United States.² The NRC report states there were dead fish and frogs due to the incident.³ The United States Environmental Protection Agency (“USEPA” or “FOSC”) Region 6 is the Federal On-Scene Coordinator (“FOSC”) for the incident.⁴

The incident took place within the county of St. Martin Parish (“St. Martin” or “Claimant”), and St. Martin Parish local government hired E3 Enhanced Environmental and Emergency Services, Inc (“E3” or “OSRO”) to remove all oil and oily mixtures from Bayou Teche.⁵ The FOSC determined oil discharged into Bayou Teche, a navigable waterway of the United States.⁶ Following an extensive investigation into the source of the product, a responsible party could not be identified.⁷

On July 30, 2025, St. Martin presented its removal costs claim to the National Pollution Funds Center (NPFC) for \$17,152.33.⁸ The NPFC has thoroughly reviewed all documentation submitted with the claim, analyzed the applicable law and regulations, and after careful consideration has determined that \$17,152.30 of the claimed costs are compensable and offers this amount as full and final compensation of this claim.

¹ This determination is written for the sole purpose of adjudicating a claim against the Oil Spill Liability Trust Fund (OSLTF). This determination adjudicates whether the claimant is entitled to OSLTF reimbursement of claimed removal costs or damages under the Oil Pollution Act of 1990. This determination does not adjudicate any rights or defenses any Responsible Party or Guarantor may have or may otherwise be able to raise in any future litigation or administrative actions, to include a lawsuit or other action initiated by the United States to recover the costs associated this incident. After a claim has been paid, the OSLTF becomes subrogated to all of the claimant’s rights under 33 U.S.C. § 2715. When seeking to recover from a Responsible Party or a Guarantor any amounts paid to reimburse a claim, the OSLTF relies on the claimant’s rights to establish liability. If a Responsible Party or Guarantor has any right to a defense to liability, those rights can be asserted against the OSLTF. Thus, this determination does not affect any rights held by a Responsible Party or a Guarantor.

² National Response Center Report #1435382 dated June 27, 2025.

³ *Id.*

⁴ See, Email from USEPA to NPFC dated August 1, 2025.

⁵ Louisiana Department of Environmental Quality Incident Report 224770, pg. 2 of 10.

⁶ Email from USEPA to NPFC dated August 1, 2025.

⁷ See, Email from USEPA to NPFC dated August 1, 2025; See also, Louisiana Department of Environmental Quality Incident Report 224770, pages 1-2 of 10.

⁸ St. Martin Parish’s Original Claim Submission received July 30, 2025.

I. DETERMINATION PROCESS:

The NPFC utilizes an informal process when adjudicating claims against the Oil Spill Liability Trust Fund (OSLTF).⁹ As a result, 5 U.S.C. § 555(e) requires the NPFC to provide a brief statement explaining its decision. This determination is issued to satisfy that requirement.

When adjudicating claims against the OSLTF, the NPFC acts as the finder of fact. In this role, the NPFC considers all relevant evidence, including evidence provided by claimants and evidence obtained independently by the NPFC, and weighs its probative value when determining the facts of the claim.¹⁰ The NPFC may rely upon, but is not bound by the findings of fact, opinions, or conclusions reached by other entities.¹¹ If there is conflicting evidence in the record, the NPFC makes a determination as to what evidence is more credible or deserves greater weight, and makes its determination based on the preponderance of the credible evidence.

II. INCIDENT, RESPONSIBLE PARTY AND RECOVERY OPERATIONS:

Incident

On June 27, 2025, at 2131 local time, the National Response Center (“NRC”) received notification of an unknown sheen in Bayou Teche; a navigable waterway of the United States.¹² The NRC report states there were dead fish and frogs due to the incident.¹³ The United States Environmental Protection Agency (“USEPA” or “FOSC”) Region 6 is the Federal On-Scene Coordinator (“FOSC”) for the incident.¹⁴

The incident took place within the county of St. Martin Parish (“St. Martin” or “Claimant”), and St. Martin Parish local government hired E3 Enhanced Environmental and Emergency Services, Inc (“E3” or “OSRO”) to remove all oil and oily mixtures from Bayou Teche.¹⁵

Responsible Party

In accordance with the Oil Pollution Act of 1990, the owner/operator of the source which caused the oil spill is the Responsible Party (“RP”) for the incident.¹⁶ The owner/operator of the

⁹ 33 CFR Part 136.

¹⁰ See, e.g., *Boquet Oyster House, Inc. v. United States*, 74 ERC 2004, 2011 WL 5187292, (E.D. La. 2011), “[T]he Fifth Circuit specifically recognized that an agency has discretion to credit one expert's report over another when experts express conflicting views.” (Citing, *Medina County v. Surface Transp. Bd.*, 602 F.3d 687, 699 (5th Cir. 2010)).

¹¹ See, e.g., *Use of Reports of Marine Casualty in Claims Process by National Pollution Funds Center*, 71 Fed. Reg. 60553 (October 13, 2006) and *Use of Reports of Marine Casualty in Claims Process by National Pollution Funds Center* 72 Fed. Reg. 17574 (concluding that NPFC may consider marine casualty reports but is not bound by them).

¹² National Response Center Report #1435382 dated June 27, 2025.

¹³ *Id.*

¹⁴ See, Email from USEPA to NPFC dated August 1, 2025.

¹⁵ Louisiana Department of Environmental Quality Incident Report 224770, pg. 2 of 10.

¹⁶ 33 U.S.C. § 2701(32).

source of the spill could not be identified by either the FOSC or LDEQ in its capacity as the State On Scene Coordinator (“SOSC”).¹⁷

Recovery Operations

On June 28, 2025, E3 arrived on scene, deploying one bag of 5’x10’ Sorbent Boom and 100 feet of 18’-20’ Hard Boom to mitigate the spill.¹⁸ LDEQ served as SOSC, monitoring E3’s cleanup operations.¹⁹ E3 remained on scene performing cleanup operations through June 30, 2025. All waste and boom was removed on June 30, 2025, including a 55 gallon drum of oily absorbent material for recycling.²⁰

III. CLAIMANT AND NPFC:

On July 30, 2025, St. Martin Parish presented its removal costs claim to the National Pollution Funds Center (NPFC) for \$17,152.33.²¹ The claim included a signed OSLTF form, a copy of E3 invoice SI-49590 in the amount of \$17,152.33, all affiliated daily field service tickets, 6 photographs, a waste disposal manifest, and Mike’s Filter & Supply, Inc. subcontractor invoice, respectively.²²

On July 31, 2025, the NPFC notified St. Martin that their OSLTF form showed their representative, Ms. (b) (6) as the claimant and not the agency. The NPFC requested an edited copy of the OSLTF Claim form, identifying St. Martin Parish as claimant.²³ On August 4, 2025, St. Martin submitted a revised OSLTF form.²⁴

On August 13, 2025, the NPFC requested proof of payment for all costs submitted with the claim, a copy of the contract agreement established between St. Martin and E3 in association with the costs submitted, a copy of whatever rate sheets were utilized and association with the costs submitted, a copy of any receipts affiliated with lunch costs in the amount of \$41.83 listed on the 06/28/2025 Daily Field Service Ticket, and a copy of any sample analysis taken from the incident or during cleanup operations.²⁵

¹⁷ See, Email from USEPA to NPFC dated August 1, 2025; See also, Louisiana Department of Environmental Quality Incident Report 224770, pages 1-2 of 10.

¹⁸ See, St. Martin Parish’s Original Claim Submission received July 30, 2025; See also, E3 Environmental – Parks Boat Landing oil spill documents, pg. 4 of 15 for daily service ticket.

¹⁹ See, Louisiana Department of Environmental Quality Incident Report 224770 dated June 27, 2025.

²⁰ See, St. Martin Parish’s Original Claim Submission received July 30, 2025; See, E3 Environmental – Parks Boat Landing oil spill documents, pg. 9 of 15 - Waste Manifest #SB 06302025. See also, pg. 8 of 15 for Mike’s Filter & Supply Inc. Invoice169866.

²¹ St. Martin Parish’s Original Claim Submission received July 30, 2025.

²² *Id.*

²³ Email from the NPFC to St. Martin Parish dated July 31, 2025.

²⁴ See, Email from St. Martin Parish to NPFC dated August 4, 2025; See also, St. Martin Parish’s Revised Claim Form dated July 31, 2025.

²⁵ Email from NPFC to St. Martin Parish dated August 13, 2025.

On August 14, 2025, St. Martin submitted copies of the E3 short form service contract signed by St. Martin,²⁶ the check to E3 in the amount of \$17,152.33,²⁷ proof of the posted payment,²⁸ the rate schedule utilized in support of costs claimed,²⁹ and a receipt dated June 29, 2025.³⁰

IV. DISCUSSION:

An RP is liable for all removal costs and damages resulting from either an oil discharge or a substantial threat of oil discharge into a navigable water of the United States.³¹ An RP's liability is strict, joint, and several.³² When enacting OPA, Congress "explicitly recognized that the existing federal and states laws provided inadequate cleanup and damage remedies, required large taxpayer subsidies for costly cleanup activities and presented substantial burdens to victim's recoveries such as legal defenses, corporate forms, and burdens of proof unfairly favoring those responsible for the spills."³³ OPA was intended to cure these deficiencies in the law.

OPA provides a mechanism for compensating parties who have incurred removal costs where the responsible party has failed to do so. 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."³⁴ The term "remove" or "removal" means "containment and removal of oil [...] from water and shorelines or the taking of other actions as may be necessary to minimize or mitigate damage to the public health or welfare, including, but not limited to fish, shellfish, wildlife, and public and private property, shorelines, and beaches."³⁵

The NPFC is authorized to pay claims for uncompensated removal costs that are consistent with the National Contingency Plan (NCP).³⁶ The NPFC has promulgated a comprehensive set of regulations governing the presentment, filing, processing, settling, and adjudicating such claims.³⁷ The claimant bears the burden of providing all evidence, information, and documentation deemed relevant and necessary by the Director of the NPFC, to support and properly process the claim.³⁸

Before reimbursement can be authorized for uncompensated removal costs, the claimant must demonstrate by a preponderance of the evidence:

²⁶ See, Email from St. Martin Parish to NPFC dated August 14, 2025; *See also*, E3 Environmental Short Form Service Contract, pages 1 through 5.

²⁷ See, Email from St. Martin Parish to NPFC dated August 14, 2025; *See also*, Check #117455, pg. 1 of 1.

²⁸ See, Email from St. Martin Parish to NPFC dated August 14, 2025; *See also*, St. Martin Parish Government Posted Payment, pages 1 through 3.

²⁹ See, Email from St. Martin Parish to NPFC dated August 14, 2025; *See also*, E3 Environmental Schedule of Rates, dated January 1, 2025, pages 1 through 21.

³⁰ See, Email from St. Martin Parish to NPFC dated August 14, 2025; *See also*, Parks, LA document pg. 1 of 1.

³¹ 33 U.S.C. § 2702(a).

³² See, H.R. Rep. No 101-653, at 102 (1990), *reprinted in* 1990 U.S.C.C.A.N. 779, 780.

³³ *Apex Oil Co., Inc. v United States*, 208 F. Supp. 2d 642, 651-52 (E.D. La. 2002) (*citing* S. Rep. No. 101-94 (1989), *reprinted in* 1990 U.S.C.C.A.N. 722).

³⁴ 33 U.S.C. § 2701(31).

³⁵ 33 U.S.C. § 2701(30).

³⁶ See generally, 33 U.S.C. § 2712 (a) (4); 33 U.S.C. § 2713; and 33 CFR Part 136.

³⁷ 33 CFR Part 136.

³⁸ 33 CFR 136.105.

- (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 directed by the FOSC or determined by the FOSC to be consistent with the National Contingency Plan;³⁹
- (d) That the removal costs were uncompensated and reasonable.⁴⁰

The NPFC analyzed each of these factors and determined that the majority of the costs incurred and submitted by St. Martin herein are compensable removal costs based on the supporting documentation provided. All costs approved for payment were verified as being invoiced at the appropriate rates⁴¹ and all approved costs were supported by adequate documentation which included invoices and/or proof of payment⁴² where applicable. The actions taken have been determined by the FOSC to be consistent with the National Contingency Plan (NCP).⁴³

Upon adjudication of the costs, the NPFC has determined that the amount of compensable removal costs is \$17,152.30 while \$0.03 is denied for the following reasons:⁴⁴

1. The NPFC denied \$.03 associated with the lunch claimed on June 28, 2025. The claimant requested \$34.86 plus the administrative markup of 20% for a total requested amount of \$41.83.⁴⁵ The lunch receipt was actually in the total amount of \$34.83 therefore the difference of \$.03 is denied as unsupported by the record.⁴⁶

Total Costs Denied: \$0.03⁴⁷

VI. CONCLUSION:

After careful analysis of all the supporting documentation provided by the claimant and the entire administrative record, the NPFC determines and finds as a matter of fact that on June 27, 2025, an unknown amount of oil was discharged in Bayou Teche, resulting in a sheen and dead fish and frogs.⁴⁸ E3 Environmental was hired to perform response actions that were determined by the FOSC to be consistent with the NCP.⁴⁹

³⁹ Email from USEPA to the NPFC dated August 1, 2025.

⁴⁰ 33 CFR 136.203; 33 CFR 136.205.

⁴¹ See, Email from St. Martin Parish to NPFC dated August 14, 2025; See also, E3 Environmental Schedule of Rates, dated January 1, 2025, pages 1 through 21.

⁴² See, Email from St. Martin Parish to NPFC dated August 14, 2025; See also, St. Martin Parish Government Posted Payment document, pages 1 through 3. See, Check #117455, pg. 1 of 1.

⁴³ Email from USEPA to the NPFC dated August 1, 2025.

⁴⁴ Enclosure 3 provides a detailed analysis of the amounts approved and denied by the NPFC.

⁴⁵ See, Email from St. Martin Parish to NPFC dated August 14, 2025. See also, Parks, LA document pg. 1 of 1.

⁴⁶ Email from St. Martin Parish to NPFC dated August 14, 2025. See, Parks, LA document pg. 1 of 1.

⁴⁷ See, Enclosure 3, Sheet 2, Line 29.

⁴⁸ See, National Response Center Report #1435382 dated June 27, 2025; See also, Email from USEPA to the NPFC dated August 1, 2025.

⁴⁹ *Id.*

Based on a comprehensive review of the record, the applicable law and regulations, and for the reasons outlined above, St. Martin's request for uncompensated removal costs is approved in the amount of **\$17,152.30**.

This determination is a settlement offer,⁵⁰ the claimant has 60 days in which to accept this offer. Failure to do so automatically voids the offer.⁵¹ The NPFC reserves the right to revoke a settlement offer at any time prior to acceptance.⁵² Moreover, this settlement offer is based upon the unique facts giving rise to this claim and is not precedential.

<div style="text-align: center; font-size: 2em; color: red; background-color: black; width: 200px; height: 50px; margin: 0 auto;">(b) (6)</div> <p>Claim Supervisor: (b) (6)</p> <p>Date of Supervisor's review: <i>8/27/25</i></p> <p>Supervisor Action: <i>Offer Approved</i></p> <p>Supervisor's Comments:</p>

⁵⁰ Payment in full, or acceptance by the claimant of an offer of settlement by the Fund, is final and conclusive for all purposes and, upon payment, constitutes a release of the Fund for the claim. In addition, acceptance of any compensation from the Fund precludes the claimant from filing any subsequent action against any person to recover costs or damages which are the subject of the uncompensated claim. Acceptance of any compensation also constitutes an agreement by the claimant to assign to the Fund any rights, claims, and causes of action the claimant has against any person for the costs and damages which are the subject of the compensated claims and to cooperate reasonably with the Fund in any claim or action by the Fund against any person to recover the amounts paid by the Fund. The cooperation shall include, but is not limited to, immediately reimbursing the Fund for any compensation received from any other source for the same costs and damages and providing any documentation, evidence, testimony, and other support, as may be necessary for the Fund to recover from any person. 33 CFR 136.115(a).

⁵¹ 33 CFR 136.115(b).

⁵² 33 CFR 136.115(b).