

CLAIM SUMMARY / DETERMINATION¹

Claim Number:	UCGP925026-URC001
Claimant:	ENVIRONMENTAL SAFETY & HEALTH CONSULTING, SERVICES, INC.
Type of Claimant:	OSRO
Type of Claim:	REMOVAL COSTS
Claim Manager:	(b) (6)
Amount Requested:	\$107,643.57
Action Taken:	Offer in the amount of \$107,615.97

EXECUTIVE SUMMARY:

On March 8, 2025, an oil spill occurred at a Whitney Oil & Gas facility in the Lake Hatch Field in Houma, Louisiana.² Approximately two barrels of crude oil³ were discharged into the water when a crude oil flowline ruptured. The oil entered the surrounding navigable marsh waters,⁴ which are directly adjacent to the Intracoastal Waterway,⁵ a navigable waterway of the United States. EPA Region 6 responded as the Federal On-Scene Coordinator (FOSC).⁶

Whitney Oil & Gas (Whitney) was identified as a Responsible Party (RP). The RP hired Environmental Safety & Health Consulting Services, Inc. (ES&H or Claimant) to manage the cleanup.⁷ ES&H's active response activities concluded in mid-May 2025, but actions and costs related to disposal and transportation of waste continued through June 2025 with a total claimed cost of \$107,643.57.⁸ ES&H submitted invoices for the work performed but was not compensated since Whitney declined to pay ES&H citing Chapter 11 bankruptcy that had been filed by another entity on June 30, 2025.⁹

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 with 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 #1425362.

³ See, Lease Facility Inspection Report dated March 12, 2025. See also, LOSCO Spill Response website with spill details <https://data.losco.org/PublicDetails/PublicSpillDetails/3713> (last visited February 12, 2026).

⁴ Lease Facility Inspection Report dated March 12, 2025. Additionally, the claimant accessed the site using motorboats.

⁵ See, site map provided to claimant by Whitney Oil & Gas (RP), which was then provided by email to the NPFC by the claimant on September 18, 2025.

⁶ 40 CFR 300.120; See also, email from EPA to ES&H dated October 15, 2025.

⁷ Whitney and ES&H entered into a Master Service Agreement October 12, 2015.

⁸ ES&H Invoice 1-82304.

⁹ See, email from Whitney Oil & Gas to ES&H dated August 11, 2025, stating that DP Louisiana, LLC is the "owner entity of the Lake Hatch Field" had declared bankruptcy. The record does not demonstrate that Whitney Oil & Gas is the party that declared bankruptcy; however, since Whitney denied payment to ES&H, the bankruptcy itself is not relevant to this determination.

After a thorough review of the documentation provided by the claimant and obtained independently by the NPFC, the NPFC determines that the claim should be paid in an amount of \$107,615.97, while \$27.60 is denied.

I. DETERMINATION PROCESS:

The NPFC utilizes an informal process when adjudicating claims against the Oil Spill Liability Trust Fund (OSLTF).¹⁰ 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.¹¹ The NPFC may rely upon, but is not bound by the findings of fact, opinions, or conclusions reached by other entities.¹² 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 March 8, 2025, an oil spill occurred at a Whitney Oil & Gas facility in the Lake Hatch Field in Houma, Louisiana.¹³ Approximately two barrels of crude oil¹⁴ were discharged into the water when a crude oil flowline ruptured. The oil entered the surrounding navigable marsh waters,¹⁵ which are directly adjacent to the Intracoastal Waterway,¹⁶ a navigable waterway of the United States. EPA Region 6 responded as the Federal On-Scene Coordinator (FOSC).

¹⁰ 33 CFR Part 136.

¹¹ 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)).

¹² 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).

¹³ National Response Center Report #1425362.

¹⁴ See, Lease Facility Inspection Report dated March 12, 2025. See also, LOSCO Spill Response website with spill details <https://data.losco.org/PublicDetails/PublicSpillDetails/3713> (last visited February 12, 2026).

¹⁵ Lease Facility Inspection Report dated March 12, 2025. Additionally, the claimant accessed the site using motorboats.

¹⁶ See, site map provided to claimant by Whitney Oil & Gas (RP), which was then provided by email to the NPFC by the claimant on September 18, 2025.

Responsible Party

The responsible party is Whitney Oil & Gas (operator of the facility that discharged oil¹⁷).

Recovery Operations

Whitney Oil & Gas (Whitney) hired Environmental Safety & Health Consulting Services, Inc. (ES&H or Claimant) under its Master Service Agreement to manage the cleanup. ES&H's active response activities concluded in mid-May 2025, but actions and costs related to disposal and transportation of waste continued through June 2025¹⁸. The removal actions included the use of personnel, equipment, and supplies including boom and absorbents to collect and dispose of the collected oil and absorbents.¹⁹ The claimant also incurred sample analysis costs and disposal facility costs.

III. CLAIMANT AND RP:

The claimant presented its invoices to Whitney on April 6, 2025, April 30, 2025, and July 23, 2025.²⁰ ES&H submitted invoices for the work performed but was not compensated since Whitney declined to pay ES&H citing Chapter 11 bankruptcy that had been filed by another entity on June 30, 2025.^{21, 22}

IV. CLAIMANT AND NPFC:

Since the claim was denied by Whitney²³, ES&H submitted its claim to the NPFC on August 14, 2025. The Claim submission included the Optional OSLTF Claim Form, three invoices with supporting documents, photographs, email regarding Chapter 11 bankruptcy and denial of the claim, supervisor logs, proof of payment of vendors, and ES&H's rate sheet.²⁴ After the NPFC requested additional information,²⁵ the claimant provided the Master Service Agreement

¹⁷ Lease Facility Inspection Report dated March 12, 2025.

¹⁸ See, Invoice 1-82304.

¹⁹ ES&H Invoices and supporting field service tickets.

²⁰ See, invoices 1-81316, 1-81441, and 1-82304.

²¹ See, email from Whitney Oil & Gas to ES&H dated August 11, 2025, stating that DP Louisiana, LLC is the "owner entity of the Lake Hatch Field" had declared bankruptcy. The record does not demonstrate that Whitney Oil & Gas is the party that declared bankruptcy; however, since Whitney denied payment to ES&H, the bankruptcy itself is not relevant to this determination.

²² Email from Whitney Oil & Gas to ES&H dated August 11, 2025, stating that the invoices would not be paid because DP Louisiana, LLC declared bankruptcy. The record does not demonstrate that Whitney Oil & Gas is the party that declared bankruptcy; however, since Whitney denied payment to ES&H, the bankruptcy itself is not relevant to this determination.

²³ Email from Whitney Oil & Gas to ES&H dated August 11, 2025.

²⁴ Email from ES&H to NPFC dated August 14, 2025.

²⁵ Emails from NPFC to ES&H dated August 26, 2025, October 14, 2025, October 23, 2025, January 12, 2026 and January 15, 2026.

between Whitney and ES&H, a site map showing the facility and leak point, purported proof that the product was crude oil,²⁶ and proof of EPA FOSC coordination.²⁷

V. 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.²⁸ An RP's liability is strict, joint, and several.²⁹ 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."³⁰ 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."³¹ 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."³²

The NPFC is authorized to pay claims for uncompensated removal costs that are consistent with the National Contingency Plan (NCP).³³ The NPFC has promulgated a comprehensive set of regulations governing the presentment, filing, processing, settling, and adjudicating such claims.³⁴ 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.³⁵

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

- (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;

²⁶ Email from Whitney Oil & Gas to NPFC dated October 17, 2025, with excerpt from the online NRC report #1425362. The NPFC did not accept this a proof of oil. See, email from NPFC to Claimant dated October 23, 2025.

²⁷ Email from FOSC to ES&H dated October 15, 2025.

²⁸ 33 U.S.C. § 2702(a).

²⁹ See, H.R. Rep. No 101-653, at 102 (1990), *reprinted in* 1990 U.S.C.C.A.N. 779, 780.

³⁰ *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).

³¹ 33 U.S.C. § 2701(31).

³² 33 U.S.C. § 2701(30).

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

³⁴ 33 CFR Part 136.

³⁵ 33 CFR 136.105.

- (c) That the actions taken were directed by the FOSC or determined by the FOSC to be consistent with the National Contingency Plan;
- (d) That the removal costs were uncompensated and reasonable.³⁶

NPFC analyzed each of the regulatory factors above. The EPA FOSC confirmed that ES&H performed removal actions in accordance with the NCP.³⁷ Considering the supporting documentation provided and independent information obtained by the NPFC, the NPFC determines that the majority of costs incurred and submitted by ES&H are compensable removal costs. All costs approved for payment were verified as being invoiced at the appropriate rate sheet pricing and all costs were supported by adequate documentation.

The NPFC determines that one invoiced cost should be reduced. The \$45.00 for mileage charged on invoice #1-82304 for a claimed 30-mile round trip on May 15, 2025 at \$1.50 per mile, was not fully supported by the record. The claimant stated that the round trip was between their Houma office and a boat launch in Houma and provided the addresses for its office and the boat launch.³⁸ The NPFC found that the distance between the two addresses, the resulting round trip was actually 11.6 miles³⁹ and not 30 miles. This resulted in a denial of \$27.60 while \$17.40 was allowed (11.6 miles at \$1.50 per mile).

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 ES&H has demonstrated that it incurred uncompensated removal costs under the Oil Pollution Act of 1990 and that those removal costs are reimbursable by the OSLTF.

Based on a comprehensive review of the record, the applicable law and regulations, and for the reasons outlined above, ES&H's request for uncompensated removal costs is approved in the amount of \$107,615.97.

This determination is a settlement offer,⁴⁰ the claimant has 60 days in which to accept this offer. Failure to do so automatically voids the offer.⁴¹ The NPFC reserves the right to revoke a

³⁶ 33 CFR 136.203; 33 CFR 136.205.

³⁷ Email from FOSC to ES&H dated October 15, 2025.

³⁸ Email from ES&H to NPFC dated January 16, 2026.

³⁹ Google® map of routes from office to boat launch.

⁴⁰ 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).

⁴¹ 33 CFR 136.115(b).

settlement offer at any time prior to acceptance.⁴² Moreover, this settlement offer is based upon the unique facts giving rise to this claim and is not precedential.

Claim Supervisor: (b) (6)
Date of Supervisor's review: February 17, 2026
Supervisor Action: <i>Offer Approved</i>

⁴² *Id.*