

CLAIM SUMMARY / DETERMINATION¹

Claim Number:	UCGP925028-URC001
Claimant:	Vane Line Bunkering, LLC
Type of Claimant:	Corporate
Type of Claim:	Removal Costs
Claim Manager:	(b) (6)
Amount Requested:	\$12,161.16
Action Taken:	Offer in the amount of \$12,016.11

EXECUTIVE SUMMARY:

On January 13, 2025 at 10:50 local time, the National Response Center (“NRC”) received notification of a rainbow sheen stemming from an unknown source covering the entire dock area of the Vane Line Bunkering Facility in Baltimore, Maryland, on the waters of the Patapsco River, a navigable waterway of the United States.² Small patches of oil were observed on the surface water surrounding vessels alongside the dock, by the captain of tug ROCK HALL.³

United States Coast Guard (“USCG”) Sector Maryland – National Capital Region (“Sector Maryland - NCR” or “FOSC”) is the Federal On Scene Coordinator (“FOSC”) for the incident.⁴ Sector Maryland – NCR issued a Notice of Federal Interest (“NOFI”) to Vane Line Bunkering, LLC (“Vane Line” or “Claimant”).⁵ Sector Maryland – NCR determined the sheen was 1 foot in width, and approximately 20 ft in length emanating from the dock pylons and scattered between the boats.⁶ Following an extensive investigation into the source of the product, a responsible party could not be identified.⁷

On January 13, 2025, Vane Line contacted Gallagher Marine Systems (“GMS” or “Incident Commander”) and requested GMS make notifications on Van Line’s behalf in accordance with

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 (NRC) Report # 1420977 dated January 13, 2025.

³ See, Vane Line Original Claim submission received September 4, 2025, pg. 1 of 14, Section 2. See also, Email from Vane Line to NPFC dated September 29, 2025; including Section 7 entitled Name and description of all vessels moored at the dock.

⁴ Email from United States Coast Guard Pollution Responder to NPFC dated September 19, 2025.

⁵ See, Vane Line Original Claim submission received September 4, 2025. See also, GMS Incident Management Daily Report pg. 2 of 3, Summary of Operations part 3. See, Email from United States Coast Guard Pollution Responder to NPFC dated September 19, 2025.

⁶ Email from United States Coast Guard Pollution Responder to NPFC dated September 19, 2025.

⁷ *Id.*

federal and state laws.⁸ GMS contacted USCG Sector Maryland - NCR, Miller Environmental Group (“Miller” or “OSRO”), the NRC, and Maryland Department of Environment (“MD DOE” or “SOSC”) in response to the oil spill incident.⁹

Vane Line hired Miller for cleanup operations while GMS was hired to interface with Sector Maryland – NRC and to manage Miller.¹⁰ Miller was mobilized at 16:00 local time.¹¹ Miller deployed sorbent booms and sweeps to collect oil and to prevent oiling of tugs and barges closeby the spill. Miller removed all recoverable oil by end of day January 13, 2025, but left sections of sorbent sweep overnight for additional recovery.¹² Removal of additional sweep and demobilization of all resources began on January 14, 2025.¹³ Final disposal of all spilled materials was conducted on January 22, 2025.¹⁴

After satisfying its presentment requirements under OPA,¹⁵ Vane Line Bunkering, LLC presented its uncompensated removal costs claim to the National Pollution Funds Center (“NPFC”) for \$12,161.16.¹⁶ The NPFC thoroughly reviewed all documentation submitted with the claim, analyzed the applicable law and regulations, and after careful consideration has determined that \$12,016.11 of the claimed costs are compensable and offers this amount as full and final compensation as detailed below.

I. DETERMINATION PROCESS:

The NPFC utilizes an informal process when adjudicating claims against the Oil Spill Liability Trust Fund (OSLTF).¹⁷ 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.¹⁸ The NPFC may rely upon, but is not bound by the findings of fact,

⁸ See, Vane Line Original Claim submission received September 4, 2025. See also, GMS Incident Management Daily Report pg. 1 of 3, Situation Overview.

⁹ See, Vane Line Original Claim submission received September 4, 2025. See also, Email from GMS to Vane Line dated January 13, 2025.

¹⁰ See, Email from Vane Line to NPFC dated September 29, 2025, section 2 Miller Agreement and Gallagher Agreement. See also, Vane Line Original Claim submission received September 4, 2025. See, GMS Incident Management Daily Report pg. 1 of 3, Situation Overview.

¹¹ See, Vane Line Original Claim submission received September 4, 2025. See also, GMS Incident Management Daily Report pg. 1 of 3, Situation Overview.

¹² See, Vane Line Original Claim submission received September 4, 2025. See also, GMS Incident Management Daily Report pg. 2 of 3, Summary of Operations part 2.

¹³ Email from Vane Line to NPFC dated September 29, 2025; section 3 Miller Daily Report for Rock Hall, DOI 1.13.25 pgs 4-7.

¹⁴ Email from Vane Line to NPFC dated October 1, 2025; section 3 Miller Daily report for Rock Hall, DOI 1.13.25 pg. 2 of 2.

¹⁵ 33 U.S.C. § 2713; 33 CFR 136.103.

¹⁶ Vane Line Original Claim submission received September 4, 2025.

¹⁷ 33 CFR Part 136.

¹⁸ 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

opinions, or conclusions reached by other entities.¹⁹ 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 January 13, 2025 at 10:50 local time, the National Response Center (“NRC”) received notification of a rainbow sheen stemming from an unknown source and covering the entire dock area of the Vane Line Bunkering Facility in Baltimore, Maryland, on the waters of the Patapsco River, a navigable waterway of the United States.²⁰ Small patches of oil were observed on the surface water surrounding vessels alongside the dock, by the captain of tug ROCK HALL.²¹

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.²² Sector Maryland – NCR issued a NOFI to Vane Line Bunkering, LLC.²³ However, following an extensive investigation into the source of the product, the owner/operator of the source of the spill could not be identified by the FOSC.²⁴ MD DOE used a fire boat to search for potential spill sources but was also unsuccessful in locating a source.²⁵

Recovery Operations

The response began at approximately 15:40 local time on January 13, 2025.²⁶ Vane Line contacted GMS and requested GMS make notifications on Van Line’s behalf in accordance with federal and state laws.²⁷ GMS contacted USCG Sector Maryland – NCR, Miller Environmental

experts express conflicting views.” (Citing, *Medina County v. Surface Transp. Bd.*, 602 F.3d 687, 699 (5th Cir. 2010)).

¹⁹ 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).

²⁰ National Response Center (NRC) Report # 1420977 dated January 13, 2025.

²¹ See, Vane Line Original Claim submission received September 4, 2025, pg. 1 of 14, Section 2. See also, Email from Vane Line to NPFC dated September 29, 2025, section 7. Name and description of all vessels moored at the dock.

²² 33 U.S.C. § 2701 (32).

²³ See, Vane Line Original Claim submission received September 4, 2025. See also, GMS Incident Management Daily Report pg. 2 of 3. See, Email from United States Coast Guard Pollution Responder to NPFC dated September 19, 2025.

²⁴ Email from United States Coast Guard Pollution Responder to NPFC dated September 19, 2025.

²⁵ See, Vane Line Original Claim submission received September 4, 2025. See also, GMS Incident Management Daily Report pg. 2 of 3, Summary of Operations part 4.

²⁶ Vane Line Original Claim submission received September 4, 2025, pg. 9 of 14.

²⁷ See, Vane Line Original Claim submission received September 4, 2025. See also, GMS Incident Management Daily Report pg. 1 of 3, Situation Overview.

Group (“Miller” or “OSRO”), the NRC, and Maryland Department of Environment (“MD DOE”) in response to the oil spill incident.²⁸

Vane Line hired Miller for cleanup operations while GMS was hired to interface with Sector Maryland – NCR and to manage response actions as performed by Miller.²⁹ Miller was mobilized at 16:00 local time.³⁰ Miller deployed sorbent booms and sweeps to collect oil and to prevent oiling of tugs and barges closeby the spill. Miller removed all recoverable oil by end of day January 13, 2025, but left sections of sorbent sweep overnight for additional recovery.³¹ Removal of additional sweep and demobilization of all resources was conducted on January 14, 2025.³² Final disposal of all petroleum contaminated materials was conducted on January 22, 2025.³³

III. CLAIMANT AND NPFC:

On September 4, 2025, Vane Line Bunkering, LLC presented its uncompensated removal costs claim to the National Pollution Funds Center (“NPFC”) for \$12,161.16.³⁴ The claim included an OSLTF Claim Form dated August 21, 2025, GMS’s Invoice in the amount of \$3,034.70 with proof of payment, Miller’s Invoice in the amount of \$9,126.46 with proof of payment, the GMS incident management report with photographs, and an email dated January 13, 2025 from GMS to Van Line Bunkering, LLC summarizing their notification of Miller, the NRC, MD DOE, and Sector Maryland – NCR.³⁵

On September 17, 2025, the NPFC sought additional information from Vane Line to support its claim.³⁶ On September 29, 2025, Vane Line submitted additional information to support its claim and more specifically, its claimed costs.³⁷ Specifically, Vane Line provided contractual agreements between both Vane Line and GMS and Vane Line and Miller, daily work reports affiliated with costs for both GMS and Miller, rate schedules for both GMS and Miller, a copy of the schematic representing the Vane Line Bunkering facility whose dock was where the incident took place, copies of passed inspections for the Vane line Bunkering facility whose dock was where the incident took place dated December 19, 2024 and January 23, 2025, and a diagram noting the name and description of all vessels moored at the dock at the time when the incident was discovered, along with their locations in proximity to the rainbow sheen.³⁸

²⁸ See, Vane Line Original Claim submission received September 4, 2025. See also, Email from GMS to Vane Line dated January 13, 2025.

²⁹ See, Email from Vane Line to NPFC dated September 29, 2025, section 2 Miller Agreement and Gallagher Agreement. See also, Vane Line Original Claim submission received September 4, 2025. See, GMS Incident Management Daily Report pg. 1 of 3, Situation Overview.

³⁰ See, Vane Line Original Claim submission received September 4, 2025. See also, GMS Incident Management Daily Report pg. 1 of 3, Situation Overview.

³¹ See, Vane Line Original Claim submission received September 4, 2025. See also, GMS Incident Management Daily Report pg. 2 of 3, Summary of Operations part 2.

³² See, Email from Vane Line to NPFC dated September 29, 2025, section 3 Miller Daily Report for Rock Hall, DOI 1.13.25 pgs 4-7.

³³ See, Email from Vane Line to NPFC dated October 1, 2025, section 3 Miller Daily report for Rock Hall, DOI 1.13.25, pg. 2 of 2.

³⁴ Vane Line Original Claim submission received September 4, 2025.

³⁵ Vane Line Original Claim submission received September 4, 2025.

³⁶ Email from NPFC to Vane Line dated September 17, 2025.

³⁷ Email from Vane Line to NPFC dated September 29, 2025, including attachments.

³⁸ *Id.*

On October 1, 2025, Vane Line submitted Miller's daily work report for line items related to the January 22, 2025 disposal operations.³⁹

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.⁴⁰ An RP's liability is strict, joint, and several.⁴¹ 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."⁴² 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."⁴³ 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."⁴⁴

The NPFC is authorized to pay claims for uncompensated removal costs that are consistent with the National Contingency Plan (NCP).⁴⁵ The NPFC has promulgated a comprehensive set of regulations governing the presentment, filing, processing, settling, and adjudicating such claims.⁴⁶ 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.⁴⁷

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;

³⁹ Email from Vane Line to NPFC dated October 1, 2025, section 3 Miller Daily report for Rock Hall, DOI 1.13.25 pg. 2 of 2.

⁴⁰ 33 U.S.C. § 2702(a).

⁴¹ See, H.R. Rep. No 101-653, at 102 (1990), *reprinted in* 1990 U.S.C.C.A.N. 779, 780.

⁴² *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).

⁴³ 33 U.S.C. § 2701(31).

⁴⁴ 33 U.S.C. § 2701(30).

⁴⁵ See generally, 33 U.S.C. § 2712 (a) (4); 33 U.S.C. § 2713; and 33 CFR Part 136.

⁴⁶ 33 CFR Part 136.

⁴⁷ 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;⁴⁸
- (d) That the removal costs were uncompensated and reasonable.⁴⁹

The NPFC analyzed each of these factors and determined that most of the costs incurred and submitted by Vane Line herein are compensable removal costs based on the supporting documentation provided. All costs approved for payment were verified as being invoiced at the appropriate pricing⁵⁰ and all approved costs were supported by adequate documentation which included invoices and daily field logs⁵¹ and have been determined by the FOSC to be consistent with the National Contingency Plan (NCP).⁵²

Upon adjudication of the costs, the NPFC has determined that the amount of compensable removal costs is \$12,016.11 while \$145.05 is denied based on the following:⁵³

Miller Invoice 10111654-R1:

1. Sales Tax denied based on the basis that the rate schedule does not outline the provisions for which sales tax is warranted nor has evidence been provided that equally supports the sales tax rate was in accordance with sales tax for the services to which it was charged.
Total denied: \$145.05

Overall Denied Costs: \$145.05⁵⁴

VI. CONCLUSION:

After careful analysis of all the supporting documentation provided by Vane Line and the entire administrative record, the NPFC determines and finds as a matter of fact that on January 13, 2025, the dock area of the Vane Line Bunkering facility located in Baltimore, Maryland, was contaminated by rainbow sheen on the surface waters of the Patapsco River, a navigable waterway as determined by the FOSC.⁵⁵ The FOSC determined all response actions performed by GMS and Miller between the dates of January 13, 2025 and January 22, 2025, were consistent with the National Contingency Plan (NCP) and necessary to prevent, minimize and mitigate the effects of the spill.⁵⁶ Therefore, the NPFC finds that Van Line's costs and actions were the result of a discharge of oil as defined by OPA and as determined by the FOSC.

⁴⁸ See, Email from United States Coast Guard Pollution Responder to NPFC dated September 19, 2025.

⁴⁹ 33 CFR 136.203; 33 CFR 136.205.

⁵⁰ Vane Line Original claim submission received September 4, 2025.

⁵¹ Vane Line Original claim submission and supporting documentation provided on September 4, 2025, September 29, 2025, and October 1, 2025, respectively.

⁵² See, Email from United States Coast Guard Pollution Responder to NPFC dated September 19, 2025.

⁵³ Enclosure 3 provides a detailed analysis of the amounts approved and denied by the NPFC.

⁵⁴ See, Enclosure 3.

⁵⁵ See, Email from United States Coast Guard Pollution Responder to NPFC dated September 19, 2025.

⁵⁶ *Id.*

Based on a comprehensive review of the record, the applicable law and regulations, and for the reasons outlined above, Vane Line Bunkering, LLC's request for uncompensated removal costs is approved in the amount of **\$12,016.11**.

This determination is a settlement offer,⁵⁷ the claimant has 60 days in which to accept this offer. Failure to do so automatically voids the offer.⁵⁸ The NPFC reserves the right to revoke a settlement offer at any time prior to acceptance.⁵⁹ Moreover, this settlement offer is based upon the unique facts giving rise to this claim and is not precedential.

(b) (6)

Claim Supervisor: (b) (6)

Date of Supervisor's review: *10/16/2025*

Supervisor Action: *Offer Approved*

⁵⁷ 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).

⁵⁸ 33 CFR 136.115(b).

⁵⁹ *Id.*