

CLAIM SUMMARY / DETERMINATION¹

Claim Number:	UCGPE25705-URC001
Claimant:	Iowa Department of Natural Resources, Field Services & Compliance Bureau
Type of Claimant:	State
Type of Claim:	Removal Costs
Claim Manager:	(b) (6)
Amount Requested:	7,208.85
Action Taken:	Offer in the amount of \$7,119.51

EXECUTIVE SUMMARY:

On June 24, 2025, the U.S. Environmental Protection Agency, Region VII, received a discharge report through the National Response Center (NRC) (report #1435005). The report was related to a petroleum sheen observed on the West Nishnabotna River, a navigable water of the United States. The sheen was linked to an oil/water separator leaking diesel at the Eagle's Landing/Flying J truck stop in Avoca, Iowa. During a heavy rainfall on June 24, the diesel traveled through a stormwater collection system and flowed from the site to the river.² Earlier in the day, the Iowa Department of Natural Resources (IDNR) observed the sheen on the river and instructed the responsible party (RP) to report the discharge to the NRC. The RP, the owner/operator of Eagle's Landing/Flying J, has been conducting cleanup activities under the supervision of IDNR.³

IDNR initially submitted the claim seeking reimbursement of labor and lab testing costs totaling \$7,208.85.⁴ IDNR later amended the claimed amount down to \$7,119.51 after revising the labor claimed.⁵

The NPFC has thoroughly reviewed the evidence provided by the claimant and obtained by NPFC, and determines that the entire amended claim amount of \$7,119.51 is compensable for the claimed removal costs under the Oil Pollution Act of 1990 ("OPA").

I. DETERMINATION PROCESS:

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 U.S. EPA Region VII POLREP 1, section 1.1.2.2. Description of Threat.

³ U.S. EPA Region VII POLREP 1, section 1.1.2.2. Description of Threat.

⁴ Original Claim submission dated September 25, 2025.

⁵ Email from IDNR to NPFC dated October 27, 2025 with attached excel noting reduced work hours.

The NPFC utilizes an informal process when adjudicating claims against the Oil Spill Liability Trust Fund (OSLTF).⁶ 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.⁷ The NPFC may rely upon, but is not bound by the findings of fact, opinions, or conclusions reached by other entities.⁸ 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 24, 2025,⁹ a petroleum sheen was observed on the West Nishnabotna River, a navigable water of the United States. The sheen was linked to an oil/water separator leaking diesel at the Eagle's Landing/Flying J truck stop. During a heavy rainfall on June 24, the diesel traveled through a stormwater collection system and flowed from the site to the river.¹⁰ Earlier that day, an IDNR employee observed the sheen on the river and instructed the RP to report the discharge to the NRC. The RP, Eagle's Landing Avoca Properties, has been conducting cleanup activities under the supervision of IDNR.

Responsible Party

The responsible party is Eagle's Landing Avoca Properties, owner/operator of the Flying J truck stop on North Chestnut Street just off Interstate 85 in Avoca, IA.¹¹

Recovery Operations

Beginning on June 2 (before the diesel reached the river), the RP hired contractors to perform cleanup operations of onsite catch basins, concrete structures, and a roadside ditch using

⁶ 33 CFR Part 136.

⁷ 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)).

⁸ 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).

⁹ The leak of diesel began before June 24, 2025; however, the diesel did not reach the navigable water until June 24, 2025. See, U.S. EPA Region VII POLREPs.

¹⁰ U.S. EPA Region VII POLREP 1, section 1.1.2.2. Description of Threat.

¹¹ UST Inspection dated July 17, 2025, pg. 3 of 10, provided with initial claim submission.

absorbents, boom, vacuum trucks, and frac tanks. The RP and the IDNR conducted investigations and sampling to find the source.¹²

On June 24, the area received approximately 1.5 inches of rain, which resulted in a sheen traveling from the site to the West Nishnabotna River, after which the RP notified the NRC of the discharge to the river. On June 25, the EPA mobilized a Federal On-Scene Coordinator (FOSC) to meet with the IDNR and further investigate.¹³

On June 25, the FOSC observed that the RP had plugged a culvert at the site's retention pond to prevent further discharge into the roadside ditch located approximately 450 feet to the west. The RP had also excavated approximately five to six feet of oil-contaminated soil from the roadside ditch, creating a secondary catchment basin before water discharged to the river. Contractors had placed sorbent boom and sorbent materials into the secondary basin to prevent oil from discharging toward the river. During the FOSC assessment (on June 25th), no oil was observed discharging into the pipe leading to the Nishnabotna River, but the FOSC determined that any additional rain events would likely flush stranded oil from the source area and any connecting storm water piping.¹⁴

The RP planned to continue monitoring the stormwater retention pond and lower catchment area (ditch) for oil, and would apply boom and sorbents to prevent any additional discharges to the Nishnabotna River. The RP also stated that they were preparing to have their contractors jet wash/flush the piping between the upper retention pond / road ditch and the pipe from the ditch to the river, to remove any stranded oil in the piping.¹⁵

III. CLAIMANT AND NPFC:

As a state agency, the claimant is not required to submit its claim to the RP before submitting it to the OSLTF.¹⁶ The claimant submitted its claim directly to the OSLTF via letter dated September 25, 2025.¹⁷ The claimant provided the cover letter, an Optional OSLTF Claim Form, details of claimed costs, three Notices of Violation, a press release, U.S. EPA Polrep 1, IDNR email to the EPA FOSC, UST Inspection, a report from a Notice of Violation, and email correspondence between IDNR and NPFC. Upon queries from the NPFC,¹⁸ the claimant also provided documentation of the labor costs, lab reports, and proof of payment of costs.¹⁹

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.²⁰ An RP's liability

¹² U.S. EPA Region VII POLREP 1, section 2.1.1 Operations Section Narrative.

¹³ U.S. EPA Region VII POLREP 1, section 2.1.1 Operations Section Narrative.

¹⁴ U.S. EPA Region VII POLREP 1, section 2.1.2 Response Actions to Date.

¹⁵ U.S. EPA Region VII POLREP 1, section 2.1.2 Response Actions to Date.

¹⁶ 33 U.S.C. § 2713(b)(1).

¹⁷ Original Claim submission received by NPFC on September 26, 2025.

¹⁸ Emails from NPFC to IDNR dated October 7, 2025 and October 27, 2025.

¹⁹ Emails from IDNR to NPFC dated October 20, 2025 and October 27, 2025.

²⁰ 33 U.S.C. § 2702(a).

is strict, joint, and several.²¹ 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.”²² 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.”²³ 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.”²⁴

The NPFC is authorized to pay claims for uncompensated removal costs that are consistent with the National Contingency Plan (NCP).²⁵ The NPFC has promulgated a comprehensive set of regulations governing the presentment, filing, processing, settling, and adjudicating such claims.²⁶ 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.²⁷

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;
- (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.²⁸

The NPFC analyzed each of these factors and determined that all the costs incurred and submitted (after correction) by IDNR are compensable removal costs based on the supporting documentation provided. All costs approved for payment were verified as being claimed at the appropriate rate and pricing²⁹ and all approved costs were supported by adequate documentation which included details of labor hours, detailed notes of field activities,³⁰ invoices and proof of

²¹ See, H.R. Rep. No 101-653, at 102 (1990), *reprinted in* 1990 U.S.C.C.A.N. 779, 780.

²² *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).

²³ 33 U.S.C. § 2701(31).

²⁴ 33 U.S.C. § 2701(30).

²⁵ See generally, 33 U.S.C. § 2712 (a) (4); 33 U.S.C. § 2713; and 33 CFR Part 136.

²⁶ 33 CFR Part 136.

²⁷ 33 CFR 136.105.

²⁸ 33 CFR 136.203; 33 CFR 136.205.

²⁹ Labor rate provided in IDNR email dated October 20, 2025.

³⁰ Spreadsheet attached to email dated October 27, 2025.

payment of lab costs.³¹ Further, the actions were coordinated with the FOSC and, thus, were consistent with the National Contingency Plan (NCP).³²

Upon adjudication of the costs, the NPFC has determined that the amount of compensable removal costs is \$7,119.51.

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 the claimant incurred compensable removal costs that resulted from a diesel discharge into a navigable water of the United States.

Based on a comprehensive review of the record, the applicable law and regulations, and for the reasons outlined above, IDNR's request for uncompensated removal costs is approved in the amount of **\$7,119.51**.

This determination is a settlement offer,³³ the claimant has 60 days in which to accept this offer. Failure to do so automatically voids the offer.³⁴ The NPFC reserves the right to revoke a settlement offer at any time prior to acceptance.³⁵ Moreover, this settlement offer is based upon the unique facts giving rise to this claim and is not precedential.

Claim Supervisor:

(b) (6)

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Date of Supervisor's review: 11/18/2025

Supervisor Action: *Offer Approved*

³¹ Original claim submission dated September 25, 2025.

³² IDNR is identified as overseeing the RP's response and investigation in the EPA POLREPs.

³³ 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).

³⁴ 33 CFR 136.115(b).

³⁵ 33 CFR 136.115(b).