CLAIM SUMMARY / DETERMINATION[1]

Claim Number:	UCGP926001-URC001
Claimant:	American Environmental & Industrial Services, LLC.
Type of Claimant:	Corporate
Type of Claim:	Removal Costs
Claim Manager:	(b) (6) [redacted]
Amount Requested:	$34,759.10
Action Taken:	Denial

EXECUTIVE SUMMARY:

On February 18, 2023, the National Response Center ("NRC") received a report from Kenner Fire Department indicating that a storage tank was discharging diesel fuel onto the ground and down a storm drain that flows directly into Lake Pontchartrain, a navigable water of the United States.[2] The spill was located at J&J Supply Company at 2300 Augusta Street in Kenner, LA. As an employee from International Resources, LLC., was using a forklift to move a storage tank filled with diesel fuel, the tank fell from the forklift after the chains snapped causing the tank to discharge several gallons of diesel fuel into the environment. Louisiana Department of Environmental Quality ("LA DEQ") responded[3] as well as the Louisiana State Police.[4] Initially, the owner of J&J Supply contacted American Environmental & Industrial Services, LLC., ("AEIS" or "Claimant") to perform oil response operations. Subsequently, International Resources, LLC., contracted with AEIS to remove the diesel from the ground and the storm drain.[5] [6]

Approximately 1,500 gallons of petroleum contaminated water were recovered from the spill site, adjacent property, and storm drainage system.[7] On April 14, 2024 LA DEQ closed its case.[8]

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[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] *See,* National Response Center (NRC) report # 1360329 dated February 18, 2023.

[3] LA DEQ Incident Report # 212847 dated February 18, 2023.

[4] LA State Police HAZMAT Hotline Incident # 23-00815 dated February 18, 2023.

[5] LA DEQ Incident Report # 212847 dated April 18, 2024. See p. 3/5.

[6] AEIS General Service Agreement executed between International Resources, LLC and AEIS dated February 21, 2023. Pages 4 and 5 of original claim submission.

[7] E.R.R. LLC Evergreen Non-Hazardous Manifest # 15209 dated February 20, 2023. P. 15/25 of the original claim submission and Written Follow-up SPOC Notification Report # 23-00815 p. 24, 25/25 of the original claim submission.

[8] LA DEQ Incident Report #212847 dated April 18, 2024.

On October 15, 2025, AEIS presented its claim to the National Pollution Funds Center ('NPFC") for $34,759.10.[9] The claimant sought compensation for response costs incurred by AEIS for personnel, equipment, and supplies.[10] Claimant's invoiced costs extended from February 18, 2023 through March 13, 2023.[11]

Because the spill occurred inland, this incident falls under the jurisdiction of U.S. Environmental Protection (US EPA), Region VI. US EPA, Region VI conveyed to the NPFC that no one from U.S. EPA was assigned this case.[12] Therefore the claimant's actions were not directed or coordinated by a Federal On Scene Coordinator ("FOSC").

The NPFC has thoroughly reviewed all documents submitted with the claim, analyzed the applicable laws and regulations, and after careful consideration, has determined that the claim must be denied.[13]

I. DETERMINATION PROCESS:

The NPFC utilizes an informal process when adjudicating claims against the Oil Spill Liability Trust Fund (OSLTF).[14] 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.[15] The NPFC may rely upon, but is not bound by the findings of fact, opinions, or conclusions reached by other entities.[16] 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 February 18, 2023, the National Response Center ("NRC") received a report[17] from Kenner Fire Department indicating that a storage tank was discharging diesel fuel onto the

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[9] AEIS' Original Claim Submission received October 15, 2025.
[10] AEIS' Original Claim Submission received October 15, 2025.
[11] AEIS Invoice # 23-189 dated February 28, 2023. Pgs. 10 – 20 of the original claim submission and Invoice # 23-217 dated March 28, 2023. Submitted on AI on Nov 13, 2025.
[12] Email from U.S. EPA to NPFC dated December 5, 2025.
[13] 33 CFR §136.115.
[14] 33 CFR Part 136.
[15] *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)).
[16] *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).
[17] *See,* National Response Center (NRC) report # 1360329 dated February 18, 2023.

ground and down a storm drain after a storage tank containing diesel fuel fell from a forklift, causing the tank to discharge several gallons of diesel fuel into the environment.

Responsible Party

At the time of the incident, The McPherson Companies, Inc., was storing old tanks, marked for scrap, on the property of J&J Supply for disposal. International Resources LLC., was hired by J&J Supply to dispose of the tanks. McPherson Companies, Inc., had not sold the tanks prior to the incident. Additionally, there are no invoices or a bill of sale between McPherson Companies and J&J Supply or International Resources, LLC., evidencing a change of ownership of the tank that discharged.[18] At the time of the incident, McPherson Companies, Inc., owned the tank that discharged diesel fuel into the environment, and therefore is the responsible party (RP) under the OPA.

Recovery Operations

On February 18, 2023 - AEIS arrived on scene with personnel, equipment, and supplies to clean up the diesel spill. AEIS used sorbents and hard boom to contain and recover fuel from storm drains. Sorbents and hard boom were used within the impacted vegetation and soil.[19]

February 24, 2023 – LA DEQ received written notification of the volume of the discharge which was stated to be 950 gallons of water contaminated with red dyed diesel with estimates of 150 gallons of red dyed diesel and 800 gallons of water/stormwater.[20] However, the actual amount of bulk liquids recovered was 1500 gallons of petroleum contaminated water.[21] Bulk liquids were taken to E.R.R. LLC Evergreen in Belle Chasse, LA[22] and an additional eight drums of contaminated absorbents were taken to Aaron Oil for recycling.[23]

March 13, 2023 - Sorbents and boom were removed.[24]

April 11, 2023 - AEIS prepared a bid to excavate the location and on May 4, 2023, LA DEQ was informed that AEIS would not be performing site excavation. On May 23, 2023 Mr. [redacted] from International Resources LLC., and Mr. [redacted] from J&J Supply informed LA DEQ that they would have heavy equipment onsite and planned to remove the impacted soil to roll off boxes.[25]

June 6, 2023 – Four 50-yard boxes filled with diesel impacted soil/vegetation were removed from the incident location.

[18] Email from The McPherson Companies, Inc., to the NPFC explaining the tanks were not sold dated December 9, 2025.
[19] LA DEQ Incident Report # 212847. P. 3 and 4/5.
[20] LA DEQ Incident Report #212847. P. 4/5.
[21] LA DEQ Incident Report # 212847. P. 5/5.
[22] E.R.R. LLC Evergreen Non-Hazardous Manifest # 15209. P. 6/11 of AI submitted on 11/13/2025.
[23] Aaron Oil Invoice / Manifest – D 73989. Pgs. 6_7/7 of AI submitted on 11/13/2025.
[24] LA DEQ Incident Report # 212847. P. 4/5.
[25] LA DEQ Incident Report # 212847. P. 4/5.

April 14, 2024 – LA DEQ received email copies of the disposal manifest for the impacted soil that was taken to River Birch Landfill.[26] No further information was requested from LA DEQ and the case was closed.

III. CLAIMANT AND RP:

Absent limited circumstances, the federal regulations implementing the Oil Pollution Act of 1990 (OPA)[27] require all claims for removal costs must first be presented to the responsible party before receiving compensation from the NPFC.[28]

The claimant satisfied its presentment requirements under OPA, when it submitted its claim to McPherson Oil Company on January 15, 2026.

IV. CLAIMANT AND NPFC:

On October 15, 2025, the National Pollution Funds Center (NPFC) received AEIS' claim submission for $34,759.10 in alleged removal costs.[29] However, the claimant had not yet presented its claim to the owner of the tank, which was designated as the source of an oil discharge as required by 33 U.S.C. § 2713. The NPFC notified the claimant of this deficiency via email dated December 9, 2025.[30]. The claimant finally presented a claim for $34,759.10 to the tank owner, the responsible party as defined by OPA, on January 15, 2026.[31] After 90 days passed without the claimant receiving payment, the NPFC accepted the claim submission as properly presented by the claimant as required by OPA.[32]

The claim included the following documentation:

1. Cover letter to NPFC dated September 18, 2025;
2. Optional OSLTF Claim Form;
3. AEIS General Service Agreement between AEIS and International Resources, LLC.;
4. Pictures;
5. AEIS Invoice # 23-189;
6. AEIS Daily Work Tickets;
7. E.R.R. LLC Evergreen Non-Hazardous Manifest # 15209;
8. Precision container Services LLC Invoice # 14224;
9. AEIS Invoice # 23-217;

[26] LA DEQ Incident Report # 212847l; River Birch LLC Non-Hazardous Special Waste or Asbestos Manifest # 308301 dated 6/5/2023. P. 25/35 of LA DEQ Incident Report # 212847; River Birch LLC Non-Hazardous Special Waste or Asbestos Manifest # 306096 dated 5/25/2023. P. 27/35 of LA DEQ Incident Report # 212847; River Birch LLC Non-Hazardous Special Waste or Asbestos Manifest # 308303 dated 6/5/2023. P. 29/35 of LA DEQ Incident Report # 212847; River Birch, LLC Non-Hazardous Special Waste or Asbestos Manifest # 308302 dated 6/5/2023. P. 31/35 of LA DEQ Incident Report # 212847; River Birch LLC Generator Waste Profile # 10910. P. 32 and 33/35 of LA DEQ Incident Report # 212847.
[27] 33 U.S.C.§ 2701 *et seq.*
[28] 33 CFR 136.103.
[29] AEIS' Original Claim Submission received October 15, 2025.
[30] Email to AEIS from NPFC requesting they make RP Presentment to McPherson Oil Company dated December 9, 2025.
[31] Email to Mcpherson Oil Company from AEIS with Presentment of Costs dated January 15, 2026.
[32] 33 USC §2713(a).

10. Aaron Oil invoice # D 74000
11. AEIS letter to International Resources, LLC.; and
12. Written Follow Up SPOC Notification for SPOC Report # 23-00815.

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.[33] An RP's liability is strict, joint, and several.[34] 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."[35] 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."[36] 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."[37]

The NPFC is authorized to pay claims for uncompensated removal costs that are consistent with the National Contingency Plan (NCP).[38] The NPFC has promulgated a comprehensive set of regulations governing the presentment, filing, processing, settling, and adjudicating such claims.[39] 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.[40]

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;

[33] 33 U.S.C. § 2702(a).
[34] *See,* H.R. Rep. No 101-653, at 102 (1990), *reprinted in* 1990 U.S.C.C.A.N. 779, 780.
[35] *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).
[36] 33 U.S.C. § 2701(31).
[37] 33 U.S.C. § 2701(30).
[38] *See generally,* 33 U.S.C. § 2712 (a) (4); 33 U.S.C. § 2713; and 33 CFR Part 136.
[39] 33 CFR Part 136.
[40] 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;[41] and
(d) That the removal costs were uncompensated and reasonable.[42]

The OPA claims regulations state that "the amount of compensation allowable is the total of uncompensated reasonable removal costs of actions taken that were determined by the FOSC to be consistent with the National Contingency Plan or were directed by the FOSC." [43]

The claimant provided no documentation proving that its actions were directed by the FOSC or that the FOSC determined that the actions were consistent with the NCP. Because the claimant provided no indication of FOSC coordination in its submission, the NPFC reached out via email to the U.S. EPA to obtain contact information from the FOSC assigned to the case.[44] U.S. EPA stated that no one from U.S. EPA was assigned the case.[45] The NPFC requested after the fact coordination from the U.S. EPA and provided AEIS' original claim submission for review by the U.S. EPA , but no response was provided.[46] The NPFC also requested that AEIS obtain FOSC coordination of its cleanup response actions that were undertaken.[47] AEIS indicated that they would get in touch with the contacts the NPFC provided to them to try and obtain FOSC coordination of its costs.[48] However, the NPFC has not heard back from AEIS since their reply. Therefore, AEIS has not demonstrated that the actions taken were determined by the FOSC to be consistent with the National Contingency Plan or were directed by the FOSC.

Based on the foregoing, the NPFC must deny the claim for lack of FOSC coordination as required in accordance with the applicable regulations.[49]

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 actions taken by the claimant were not determined by the FOSC to have been performed in accordance with the NCP or were directed by the FOSC.

Based on a comprehensive review of the record, the applicable law and regulations, and for the reasons outlined above, American Environmental & Industrial Services LLC's request for uncompensated removal costs is denied.

[41] 33 CFR 136.203.
[42] 33 CFR 136.203; 33 CFR 136.205.
[43] 33 CFR 136.205.
[44] Email to U.S. EPA from NPFC inquiring about FOSC Coord dated November 17, 2025.
[45] Email from U.S. EPA to NPFC indicating that no one from EPA was assigned this case dated December 5, 2025.
[46] Email to U.S. EPA from NPFC seeking FOSC Coordination with AEIS' invoices dated December 8, 2026.
[47] Email to Claimant from NPFC requesting they obtain FOSC coordination of its response actions dated February 18, 2026.
[48] Email from AEIS to NPFC dated February 18, 2026.
[49] 33 CFR §136.203; 33 CFR 136.205.

Claim Supervisor: [redacted]

Date of Supervisor's review: 6/23/2026

Supervisor Action: ***Denial Approved***