

CLAIM SUMMARY / DETERMINATION¹

Claim Number:	UCGP926008-URC001
Claimant:	Charter Township of Van Buren – Fire Department
Type of Claimant:	Municipality
Type of Claim:	Removal Costs
Claim Manager:	(b) (6)
Amount Requested:	\$19,933.12
Action Taken:	Offer in the amount of \$19,583.68

EXECUTIVE SUMMARY:

Van Buren Township, Michigan, contacted the National Response Center (NRC) to report that on July 31, 2025, at 7:35 pm local time, an 18-foot open bow vessel sank in the Belleville Lake, a navigable waterway of the United States, causing a discharge of an unknown amount of gasoline and motor oil. The cause of the vessel sinking is unknown.²

On July 31, 2025, at approximately 7:36 pm local time, Charter Township of Van Buren – Fire Department (Claimant) arrived on scene to find the vessel partially submerged at the stern, creating a visible sheen of oil on the surface of the water.³ Claimant hired the Western Wayne County Hazmat Team for initial containment and control of the pollution, and T&T Marine Salvage for the clean-up operations.⁴

U.S. Environmental Protection Agency (EPA) provided after the fact coordination as Federal On Scene Coordinator (FOSC) for this incident, supporting the actions of the fire department.⁵

I. DETERMINATION PROCESS:

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.

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 (NRC) Report #1438528 dated July 31, 2025.

³ Van Buren Fire Department Incident No: 250002058 report, page 3 of 3 included in claim submission.

⁴ Charter Township of Van Buren – Fire Department Original Claim Submission dated January 6, 2026.

⁵ Email from EPA to NPFC dated March 13, 2026.

⁶ 33 CFR Part 136.

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

Van Buren Township, Michigan, contacted the National Response Center (NRC) to report that on July 31, 2025, at 7:35 pm local time, an 18-foot open bow vessel sank in the Belleville Lake causing a discharge of an unknown amount of gasoline and motor oil. The cause of the vessel sinking is unknown.⁹

Responsible Party

The Oil Pollution Act identifies the owner and/or operator of a vessel resulting in an OPA incident to be the Responsible Party (RP) for that incident.¹⁰ The responsible party has been identified by the claimant as (b) (6), a private citizen, from Sterling Heights, MI. The NPFC issued a Responsible Party Notification letter to that party dated January 23, 2026.¹¹

Recovery Operations

On July 31, 2025, at approximately 7:36 pm local time, Charter Township of Van Buren – Fire Department (Claimant) arrived on scene to find the vessel partially submerged at the stern, creating a visible sheen of oil on the surface of the water.¹² Claimant hired the Western Wayne County Hazmat Team for initial containment and control of the pollution, and T&T Marine Salvage for the clean-up, recovery and disposal operations.

Boom and absorbents were used to contain the spill area and lights were brought in for safety. T&T Marine Salvage provided the cleanup, recovery of the vessel, and disposal of 3 drums of oily waste and sorbents.¹³

III. CLAIMANT AND RP:

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 NRC Report #1438528 dated July 31, 2025.

¹⁰ 33 U.S.C. § 2701(32).

¹¹ Letter from NPFC to (b) (6), RP, dated January 23, 2026.

¹² Van Buren Fire Department Incident No: 250002058 report, page 3 of 3 included in claim submission.

¹³ T&T Marine Salvage invoice and waste manifest, page 15 thru 20 of original claim submission.

The Claimant submitted their removal costs to the RP on November 12, 2025. The RP did not take any action to settle the costs.¹⁴

IV. CLAIMANT AND NPFC:

On January 22, 2026, the National Pollution Funds Center (NPFC) received Claimant's removal cost claim totaling \$19,933.12. They provided the NPFC with an OSLTF claim form, Van Buren Fire Department Incident Reports, Western Wayne County HMRT Incident Reports, and Charter Township of Van Buren invoice and supporting documents.¹⁵

On February 18, 2026, the NPFC requested additional information,¹⁶ the Claimant responded on February 18, 2026, and again on February 19, 2026, providing requested information.¹⁷ The claimant provided proof of payment for the costs presented in the claim.¹⁸

The NPFC finds most of the costs compensable as outlined below.

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.¹⁹ An RP's liability is strict, joint, and several.²⁰ 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."²¹ 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."²² 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."²³

¹⁴ Charter Township of Van Buren – Fire Department Original Claim Submission, Optional OSLTF Claim Form, page 1 of 2, number 5-6, dated January 6, 2026.

¹⁵ Charter Township of Van Buren – Fire Department Original Claim Submission dated January 6, 2026.

¹⁶ Email from NPFC to Charter Township of Van Buren – Fire Department dated February 18, 2026.

¹⁷ Charter Township of Van Buren – Fire Department e-mail to NPFC dated February 19, 2026.

¹⁸ Charter Township of Van Buren – Fire Department e-mail to NPFC attachment dated February 19, 2026.

¹⁹ 33 U.S.C. § 2702(a).

²⁰ See, H.R. Rep. No 101-653, at 102 (1990), *reprinted in* 1990 U.S.C.C.A.N. 779, 780.

²¹ *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).

²² 33 U.S.C. § 2701(31).

²³ 33 U.S.C. § 2701(30).

The NPFC is authorized to pay claims for uncompensated removal costs that are consistent with the National Contingency Plan (NCP).²⁴ The NPFC has promulgated a comprehensive set of regulations governing the presentment, filing, processing, settling, and adjudicating such claims.²⁵ 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.²⁶

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.²⁷

The NPFC analyzed each of these factors and determined that most of the costs incurred and submitted by the Claimant are compensable removal costs based on the supporting documentation provided. All costs approved for payment were verified as being supported by adequate documentation including invoices and proofs of payment. The costs denied are outlined below:

Incident Report #073125²⁸ lists 9 - Absorbent 8" Booms utilized during the spill response. Western Wayne County Fire Department Invoice #943, which encompasses the Charter Township of Van Buren costs, charged 12 - Absorbent 8" booms for a total cost of \$1,248.00. The NPFC deducted the boom quantity by 3 and reduced the allowed compensation by \$312 (\$104.00 x 3 booms), plus \$37.44 for the applicable administrative fee. **Total reduction \$349.44.**²⁹

All approved costs were determined by the FOSC to be consistent with the National Contingency Plan (NCP). In an e-mail dated March 13, 2026, the EPA On Scene Coordinator provided after the fact coordination, stating that the claimant's actions were indeed necessary to prevent, minimize, or mitigate the effects of the incident and that removal costs were incurred.³⁰

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 an open bow vessel partially submerged at the stern, creating a visible sheen of oil on the surface of the

²⁴ See generally, 33 U.S.C. § 2712 (a) (4); 33 U.S.C. § 2713; and 33 CFR Part 136.

²⁵ 33 CFR Part 136.

²⁶ 33 CFR 136.105.

²⁷ 33 CFR 136.203; 33 CFR 136.205.

²⁸ Charter Township of Van Buren – Fire Department Original Claim Submission, page 10 of 20; Western Wayne County HMRT Incident Report - #073125.

²⁹ Enclosure 3 – NPFC 2025 Summary of Costs

³⁰ Email from EPA to NPFC dated March 13, 2026, providing after the fact coordination.

water³¹ and that the EPA FOISC determined the claimant's response actions were in accordance with the NCP.³²

Based on a comprehensive review of the record, the applicable law and regulations, and for the reasons outlined above, Charter Township of Van Buren – Fire Department's request for uncompensated removal costs is approved in the amount of **\$19,583.68**.

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)
Date of Supervisor's review: <i>March 31, 2026</i>
Supervisor Action: <i>Offer Approved</i>

³¹ Van Buren Fire Department Incident No: 250002058 report, page 3 of 3 included in claim submission.

³² Email from EPA to NPFC dated March 13, 2026.

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).