CLAIM SUMMARY / DETERMINATION[1]

Claim Number:	UCGP924014-URC001
Claimant:	State of Louisiana
Type of Claimant:	State
Type of Claim:	Removal Costs
Claim Manager:	[redacted]
Amount Requested:	$1,532.53
Action Taken:	Offer in the amount of **$1,532.05**

EXECUTIVE SUMMARY:

On January 18, 2024, the National Response Center issued a report (number 1389287) that two sunken barges were discharging diesel into an unnamed bayou, a tributary of Fork Bayou, near Adams Boat Landing in Morgan City, Louisiana.[2] On January 27, 2024, through help from the Louisiana Department of Environmental Quality (LA DEQ), the source of the spill was found to be from two abandoned self-propelled work barges, the M/V Vicki and M/V Roadrunner located on Big Fork Bayou, a navigable waterway of the United States.[3]

On January 27, 2024, two personnel from MSU Morgan City arrived on scene and confirmed that two vessels had sunk and released a sheen as well as oiled debris and five mystery drums. MSU Morgan City opened the OSTLF to respond to the oil spill and the CERCLA fund to address the drums.[4] The MSU Morgan City FOSCR verified that the mystery drums remained intact and had not leaked any substances.[5] On January 30, 2024, MSU Morgan City personnel arrived on scene with ES&H to respond to the incident. Divers determined that only one fuel tank had any fuel remaining. Discharged fuel was contained in the previously deployed containment boom. Personnel from the Louisiana Oil Spill Coordinator's Office ("LOSCO") were present as well.[6]

On May 22, 2026 the State of Louisiana presented its claim to the National Pollution Funds Center ("NPFC") for $1,532.53.[7] The NPFC has conducted a comprehensive review of the

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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] Original State of Louisiana Claim Submission dated May 21, 2026; NRC Report dated January 18, 2024.

[3] U.S. Coast Guard SITREP-Pol One dated January 23, 2024.

[4] Original State of Louisiana Claim Submission dated May 21, 2026; email from MSTC [redacted] dated January 27, 2024.

[5] Email from MSU Morgan City FOSCR to the NPFC regarding mystery barrels dated June 29, 2026.

[6] Original State of Louisiana Claim Submission dated May 21, 2026; email from MSTC [redacted] dated January 30, 2024.

[7] Original State of Louisiana Claim Submission dated May 21, 2026.

record, the applicable law and regulations, and determines that the State of Louisiana's request for uncompensated removal costs is approved in the amount of **$1,532.05.**

I. DETERMINATION PROCESS:

The NPFC utilizes an informal process when adjudicating claims against the Oil Spill Liability Trust Fund (OSLTF).[8] 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.[9] The NPFC may rely upon, but is not bound by the findings of fact, opinions, or conclusions reached by other entities.[10] 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 18, 2024, the National Response Center issued report number 1389287. The report was provided anonymously and did not specify an exact location. The report stated that two sunken barges were releasing diesel into Big Fork Bayou.[11] On January 27, 2024, through help from the Louisiana Department of Environmental Quality (LA DEQ), the source of the spill was found to be from two abandoned self-propelled work barges, the M/V Vicki and M/V Roadrunner.[12]

Responsible Party

There was no responsible party identified.

Recovery Operations

On January 27, 2024, two personnel from MSU Morgan City arrived on scene and confirmed the two vessels had sunk and released a sheen as well as oiled debris and five mystery drums.[13] MSU Morgan City opened the OSTLF to respond to the oil spill and the CERCLA fund to

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[8] 33 CFR Part 136.

[9] *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)).

[10] *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).

[11] National Response Center (NRC) Incident Report #1389287 dated January 18, 2024.

[12] U.S. Coast Guard SITREP-Pol One dated January 31, 2024.

[13] Original State of Louisiana Claim Submission dated May 21, 2026; email from MSTC (b) (6) [redacted] dated January 27, 2024.

address the drums.[14] On January 28, 2024, cleanup operations began.[15] On January 30, 2024, MSU Morgan City personnel arrived on scene with ES&H to respond to the incident. Divers determined that only one fuel tank had any fuel remaining. Discharged fuel was contained in the previously deployed containment boom. Personnel from the Louisiana Oil Spill Coordinator's Office ("LOSCO") were present as well.[16] On February 2, 2024, MSU Morgan City conducted a site visit and confirmed that sorbents effectively mitigated the discharged diesel fuel and no further discharge of fuel was present. Eighteen bags of oiled sorbents and debris were removed from the location.[17]

III. CLAIMANT AND NPFC:

The NPFC received State of Louisiana's (LOSCO) claim for uncompensated removal costs in the amount of $1,532.53 on May 22, 2026.[18] The NPFC requested additional information on June 8, 2026 and received a response the same day.[19]

IV. 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 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]

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[14] Original State of Louisiana Claim Submission dated May 21, 2026; email from MSTC [redacted] dated January 27, 2024.
[15] U.S. Coast Guard SITREP-Pol One dated January 23, 2024.
[16] Original State of Louisiana Claim Submission dated May 21, 2026; email from MSTC [redacted] dated January 30, 2024.
[17] Original State of Louisiana Claim Submission dated May 21, 2026; email from MSTC [redacted] dated February 2, 2024.
[18] Original State of Louisiana Claim Submission dated May 21, 2026.
[19] Email from LOSCO to NPFC RE: Additional Information…dated June 8, 2026.
[20] 33 U.S.C. § 2702(a).
[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).

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 reviewed all the documentation provided by the claimant and required additional information to support the claimed equipment costs.[29] Claimant responded the same day with the State's standard equipment rates and a FEMA rate schedule for vehicle rates per mile.[30]

The NPFC finds that the **$123.64** in claimed equipment costs are compensable. However, the claimant made an error in calculating the labor costs. Using the number of hours and rate provided, claimant calculated $518.26 instead of the correct amount of **$518.18** (18.70 hours x $27.71 hours). Then applying the corrected labor amount of $518.18 to the indirect rate of 171.85% totals **$890.23** versus claimant's total of $890.63. The NPFC finds the total amount of compensable equipment, labor, and indirect costs is therefore **$1,532.05**.

<u>V. CONCLUSION:</u>

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 on January 18, 2024, the NRC issued a report of a sheen from two sunken barges into Big Fork Bayou. MSU Morgan City and LOSCO responded [31] and confirmed the presence of a sheen from diesel fuel, oiled debris and five mystery drums in the water. MSU Morgan City, verified that all of the drums remained intact and none of the content was released.[32] Personnel from LOSCO assessed the site and coordinated clean-up efforts alongside the Coast Guard FOSCR.

[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] Email from NPFC to LOSCO dated June 8, 2026.
[30] Email from LOSCO to NPFC RE: Additional Information…dated June 8, 2026.
[31] U.S. Coast Guard SITREP-Pol One dated January 18, 2022.
[32] Email from MSU Morgan City FOSCR to the NPFC regarding mystery barrels dated June 29, 2026.

Based on a comprehensive review of the record, the applicable law and regulations, and for the reasons outlined above, the State of Louisiana's request for uncompensated removal costs is approved in the amount of **$1,532.05.**

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.

[redacted]

Claim Supervisor: [redacted]

Date of Supervisor's review: **June 30, 2026**

Supervisor Action: ***Approved***

[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).