

**VIA REGISTERED MAIL & EMAIL**

Director, Operational Business  
Canadian Coast Guard  
200 Kent Street (5N177)  
Ottawa, Ontario K1A 0E6

**RE: *Widow Maker* — Ganges Harbour, BC DOI: 8 October 2017**

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We have completed our assessment of the claim for \$8,959.25 (the “Claim”) that the Canadian Coast Guard (“CCG”) submitted for costs and expenses incurred in relation to an oil pollution incident (the “Incident”) involving the former fishing vessel *Widow Maker* (the “Vessel”). We find the Claim to be established, in part, in the amount of **\$5,761.16**. Accordingly, we hereby make an offer of compensation (the “Offer”) in that amount, plus accrued interest of \$450.87, pursuant to sections 105, 106, and 116 of the *Marine Liability Act* (the “MLA”). The amount of the Offer plus interest comes to \$6,212.03.

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**Applicable Statutory Scheme**

This Claim is subject to the substantive provisions of the *Canada Shipping Act, 2001* (the “CSA”) and the *MLA* as they were at the time of the Incident. All references to these statutes herein refer to them as they were before the changes introduced in Bill C-86 came into force.

**Overview of the Facts**

On 8 October 2017, CCG was notified that an approximately 30–35 foot former fishing vessel, the Vessel, was partially sunken at Ganges Harbour, BC. The Vessel had been in the area for some time prior to the Incident. The owner of the Vessel and the quantity of oil pollutants on board were unknown.

Considering the upwell of oil pollution and the unknown quantity of oil pollutants on board the Vessel, CCG contracted Eagle Eye Marine (“EEM”) to deploy boom and raise the Vessel. EEM prepared and refloated the Vessel that same day.

Once afloat, CCG decided to remove the Vessel from the water due to obvious signs of water ingress. Vector Yacht Services (“Vector”) was contracted to haul out the Vessel, but could not until 10 October 2017. EEM was contracted to tow the Vessel. The Vessel was monitored and dewatered until the scheduled haul out, after which the Vessel was deconstructed.

The Incident ranged from 8 October 2017 through 10 October 2017. CCG’s narrative states that no personnel or equipment were tasked on scene by Environmental Response.

## Assessment

### Schedule 2 – Contract Services

CCG claimed \$8,959.25 under Schedule 2. The amount claimed is for the contracted services provided by EEM and Vector. The EEM invoice totalling \$3,501.75 for the raising and towing of the Vessel is accepted in full.

The Vector invoice totalling \$5,457.50 for the haul out and deconstruction of the Vessel is established in part, in the amount of \$2,259.41, under this Schedule. The amounts related to the deconstruction of the Vessel, for which CCG did not submit sufficient evidence, are disallowed. It has not been established to our satisfaction that the Vessel was an oily waste, or that the deconstruction of the Vessel was otherwise compensable under section 77 of the *MLA*. Consequently, the following amounts are disallowed: \$480.00 for labour, \$8.96 for coolant disposal, \$2,549.48 for the demolition and disposal of the Vessel, and \$7.36 for dust masks. A total of \$3,198.09, including the appropriate portion of paid GST (5%), is disallowed. The Vector invoice does not provide a detailed description of the labour cost. Therefore, we have attributed half of that expense to the deconstruction of the Vessel, and disallowed it. The remaining portion of that expense, plus its appropriate portion of paid GST (5%), is established under this Schedule.

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We look forward to receiving notification of your acceptance so that payment can be made without delay. In considering this Offer, kindly note that you have 60 days upon receipt to notify the undersigned whether you accept it. Alternatively, you have 60 days upon receiving this Offer to appeal its adequacy in the Federal Court. The *MLA* provides that if no notification is received at the end of the 60-day period, you will be deemed to have refused the Offer.

If you accept this Offer, the *MLA* provides that the Administrator becomes subrogated to your legal rights in relation to the subject Incident, to the extent of the payment made to you.

Yours sincerely,

Mark AM Gauthier, BA, LLB  
Deputy Administrator, Ship-source Oil Pollution Fund

Encl: Appendix (1)

Cc: Superintendent, Environmental Response, Western Region

**Appendix: Summary Assessment Table**

<b>Schedule</b>	<b>Claimed</b>	<b>Established</b>
2 – Contract Services	\$8,959.25	\$5,761.16
<b>Total in Principal</b>	\$8,959.25	<b>\$5,761.16</b>
<b>Interest</b>		<b>\$450.87</b>
<b>Grand Total</b>		<b>\$6,212.03</b>