



US Pollution Risks

A Summary of the US Federal & State
Pollution Laws



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Federal and State Laws on Liability

| Federal and State Laws | Responsible Parties | Nature of Liability | Statutory Defences (*see note) | Recoverable Damage and Limitation | | | | Test for Breaking Right of Limitation |
|------------------------|--|--|---------------------------------------|--|---|--|--------------------|--|
| | | | | Clean-up Costs | NRD | Property Damage and Consequential Loss | Pure Economic Loss | |
| Federal OPA | Shipowner, operator, demise charterer, possibly cargo owner if using a single-hull vessel | Strict, joint and several | Usual defences, but strict conditions | Double-hull tanker of 3,000gt or less: greater of \$5,380,300 or \$2,500/gt; Double-hull tanker more than 3,000gt: greater of \$21,521,000 or \$2,500/gt; Single-hull but double-sided tanker of 3,000gt or less: greater of \$8,070,400 or \$4,000/gt; Single-hull but double-sided tanker more than 3,000gt: greater of \$29,591,300 or \$4,000/gt; Non-tank vessels: greater of \$1,076,000 or \$1,300/gt The limit amounts as adjusted for inflation, are effective as of 23 March 23 2023. | | | | Gross negligence or wilful misconduct; Failure to report a spill or to co-operate in spill response; Failure to comply with USCG order; or the violation of an applicable federal safety, construction, or operating regulation. |
| Alabama | Shipowner, operator, demise charterer | Wrongful act, omission or negligence (punitive and compensatory damages allowed in case of willful or wanton conduct; compensatory alone in case of negligence or act of omission) | Not applicable | Unlimited | Unlimited (for costs of restoration only) | No recoverability | No recoverability | Not applicable |
| Alaska | Cargo owner or person having control over oil; shipowner, operator, bailee/ carrier of oil, person disposing of oil, person accepting oil | Strict, joint and several | Usual defences, but strict conditions | Unlimited | | | | Not applicable |

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| | | | | Clean-up Costs | NRD | Property Damage and Consequential Loss | Pure Economic Loss | |
| California | cargo owner, transporter, lessee, charterer by demise, or entity accepting responsibility for the oil | Strict, joint and several | Usual defences under strict conditions (no defences for state or a local government's removal costs) | Unlimited | | | | Not applicable |
| Connecticut | Person, firm or corporation which directly or indirectly causes pollution and contamination | Strict, joint | None | Clean-up costs: 1.5 x costs and expenses (negligence); 2 x costs and expenses (willful misconduct); Administrative cost of 10% of actual cost plus interest on the actual cost at a rate of 10% per year 30 days from the date such costs and expenses were sought | Unlimited but "damage" not clearly defined | | | Not applicable |
| Delaware | Shipowner, operator | Strict, joint and several | Usual defences | Unlimited | | | | Not applicable |

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| | | | | Clean-up Costs | NRD | Property Damage and Consequential Loss | Pure Economic Loss | |
| Florida | Shipowner, operator, demise charterer; cargo owner, if shipowner fails to pay | Strict, joint and several | Usual defences but strict conditions | Vessel of 3,000gt or less carrying pollutant as cargo: greater of \$2 million or \$1,200/gt; Vessels more than 3,000gt carrying pollutant as cargo: greater of \$10 million or \$1,200/gt; Other vessels: greater of \$500,000 or \$600/gt | Compensation schedule based on volume of spill and other factors | Unlimited (for anyone who can demonstrate damage as a direct result of the spill) | | Gross negligence or wilful misconduct within privity; failure to report a spill or to cooperate in spill response |
| Georgia | Shipowner, operator, demise charterer | Intentional or negligence | Not applicable | Unlimited | Unlimited (for replacing damaged natural resources only) | No recoverability | No recoverability | Not applicable |
| Guam | Shipowner, operator, demise charterer | No specific provisions | None | | No specific provisions | | | Not applicable |
| Hawaii | Shipowner, operator, demise charterer, person disposing of oil, person accepting oil | Strict | Usual defences but strict conditions | \$700 million | \$700 million | No recoverability | No recoverability | Unbreakable limit |

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| | | | | Clean-up Costs | NRD | Property Damage and Consequential Loss | Pure Economic Loss | |
| Louisiana | Shipowner, operator, demise charterer | Strict | Usual defences, but strict conditions | Tanker of 3,000gt or less: greater of \$2 million or \$1,200/gt; Tanker of more than 3,000gt: greater of \$10 million or \$1,200/gt; Dry cargo ship: greater of \$500,000 or \$600/gt | | | | Gross negligence or wilful misconduct; violation of safety, construction or operating rules; failure to report a spill; failure to cooperate in spill response |
| Maine | Any person, vessel, licensee, agent or servant, including a carrier destined for or leaving a licensee's facility while within state waters, who permits or suffers a prohibited discharge or other polluting condition to take place | Strict | Usual defences | Unlimited | | | | Not applicable |

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| Maryland | A “person responsible for discharge,” including the owner of the discharged oil, vessel owner, operator or person in charge of vessel; and any other person who through act or omission causes the discharge | Strict, joint and several | None | Unlimited | Unlimited | Unlimited for real or personal property damage directly caused by spill | No recoverability | Not applicable |
| Massachusetts | Owner or operator of a vessel or site from which there has been a release or threat of release of oil, or any person who causes or is legally responsible for spill | Strict, joint and several | Usual defences but strict conditions | Unlimited | Unlimited | Unlimited | 3 x amount for shellfish and fishery resources | Not applicable |
| Mississippi | Any person who causes pollution in state waters or places or causes to be placed in a location where it is likely to pollute state waters | Strict | None | Unlimited | No recoverability | No recoverability | No recoverability | Not applicable |

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| New Hampshire | Person who directly or indirectly causes or suffers the discharge of oil | Strict for containment, clean-up, restoration and removal, negligence or intentional for property damage | None | 2 x costs if wilfully fails to comply with any requirement and unlimited | No recoverability | 1.5 x the damage | No recoverability | Not applicable |
| New Jersey | Person in any way responsible for the oil discharged | Strict, joint and several | Limited defences (an act or omission caused solely by war, sabotage, or God, or a combination thereof) | 3 x costs and removal if non-compliance with state directive; unlimited | \$150/gt (for costs of restoration only) | \$150/gt | \$150/gt | Gross negligence or wilful misconduct within privity and knowledge; gross or wilful violation of safety, construction or operating rule |
| New York | Shipowner, operator, demise charterer | Strict | Usual defences but strict conditions | Tanker of 3,000gt or less: greater of \$2 million or \$1,200/gt; Tanker of more than 3,000gt: greater of \$10 million or \$1,200/gt; Other vessel subject to OPA90: greater of \$500,000 or \$600/gt Other vessel not subject to OPA90: \$300/gt | | | | Gross negligence or wilful misconduct within privity and knowledge, gross or wilful violation of safety, construction or operating rule; failure to report a spill; failure to cooperate in spill response |

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| North Carolina | Shipowner, operator, demise charterer | Strict, joint and several | Usual defences | State clean-up costs cannot exceed OPA90 limits | Damages equal to cost of all reasonable and necessary investigations and to restock/replenish fish and wildlife | Unlimited (for property damage only) | No recoverability | No specific provisions |
| Oregon | Person having control over oil, shipowner, operator, demise charterer, carrier, and cargo owner | Strict | Usual defences | Unlimited | Unlimited | Unlimited | Unlimited | Not applicable |
| Pennsylvania | Person responsible for discharge, including shipowner, operator, demise charterer | Strict; violations are considered a “public nuisance” | None | Unlimited (for shipowner, operator, demise charterer or other responsible parties under OPA90) | No specific provision | No specific provision | No specific provision | No specific provision |
| Puerto Rico | Person responsible for discharge; shipowner, operator, demise charterer | Strict | None | Unlimited | Unlimited | Unlimited | No specific provision | Not applicable |

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| | | | | Clean-up Costs | NRD | Property Damage and Consequential Loss | Pure Economic Loss | |
| Rhode Island | Any person who spills, or causes or permits a spill; vessel owners, operators, and their agents | Strict for state claims; negligence or intentional for private claims; strict liability imposed on owners, operators, and agents of vessels | None | Unlimited | Unlimited | Unlimited | Unlimited | Not applicable |
| South Carolina | “Any person” who discharges or causes the discharge, including shipowner, operator, demise charterer | Strict | No specific provisions | Unlimited | Unlimited | Unlimited | No specific provision | Not applicable |
| Texas | Shipowner, operator, or any person who causes, allows, or permits discharge | Strict | Usual defences but strict conditions | <p>\$1 million for vessels less than 300gt that do not carry oil;</p> <p>\$5 million for vessels less than 8,000gt;</p> <p>\$600/gt not exceeding \$50 million for vessels greater than 8,000gt</p> | <p>Tanker of 3,000gt or less: greater of \$2 million or \$1,200/gt;</p> <p>Tanker greater than 3,000gt: greater of \$10 million or \$1,200/gt;</p> <p>Dry cargo ship: greater of \$500,000 or \$600/gt</p> | No specific provision | No specific provision | Gross negligence or willful misconduct; failure to cooperate in spill response |

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|------------------------|---|---------------------|--------------------------------------|-----------------------------------|--|--|--------------------|---|
| | | | | Clean-up Costs | NRD | Property Damage and Consequential Loss | Pure Economic Loss | |
| Virgin Islands | All persons causing a discharge, including shipowner, operator | Strict | Usual defences | Unlimited | Unlimited (for "other damage") | | | Not applicable |
| Virginia | Shipowner, operator or other person who otherwise exercises control over vessel | Strict | Usual defences but strict conditions | Unlimited | Greater of \$10 million or \$500/gt | | | Gross negligence or wilful misconduct; violation of safety, construction or operating rules; failure to report a spill, to cooperate in spill response, to clean-up |
| Washington | Owner, operator, person owning oil or having control over oil | Strict | Usual defences | Unlimited | Not less than \$1 nor greater than \$300 per gallon of oil spilled, depending on size, per compensation schedule | Unlimited | Unlimited | No specific provisions |

Federal and State COFR Requirements

| Federal and State COFR Requirements | Vessels required to have COFR | COFR Tankers | Amount Other Vessels | Evidence of Financial Responsibility |
|-------------------------------------|---|---|---|---|
| Federal OPA | Any vessel over 300gt; any tank vessel over 100gt; vessel of any size transshipping or lightering oil in the EEZ destined for the United States | Double-hull tanker of 3,000gt or less: greater of \$4,985,900 or \$2,300/gt; Double-hull tanker more than 3,000gt: greater of \$19,943,400 or \$2,300/gt; Single hull but double-sided tanker of 3,000gt or less: greater of \$7,478,800 or \$3,700/gt; Single hull but double-sided tanker more than 3,000gt: greater of \$27,422,200 or \$3,700/gt | Greater of \$997,100 or \$1,200/gt | (1) Self-insurance, (2) letter of credit, (3) insurance, (4) surety, (5) guarantee or other evidence of financial responsibility |
| Alaska | Tanker (including oil barges); non-tankers | Tanker carrying crude oil: greater of \$586.50/barrel or \$195.500 million; Tanker carrying non-crude oil: greater of \$195.50/barrel or \$1.955 million, subject to a maximum of \$68.425 million | Non-tank vessels over 400gt carrying persistent product: greater of \$586.50/barrel or \$9.775 million; carrying non-persistent product: greater of \$195.50/barrel or \$1.955 million | (1) Self-insurance, (2) insurance, (3) surety, (4) guarantee, (5) letter of credit approved by the department, or (6) other proof of financial responsibility approved by the department, including proof of financial responsibility provided by a group of insureds who have agreed to cover pollution risks of members of the group under terms the department may prescribe |

| Federal and State COFR Requirements | Vessels required to have COFR | COFR Tankers | Amount Other Vessels | Evidence of Financial Responsibility |
|-------------------------------------|---|---|---|--|
| California | Tanker; non-tanker; vessels carrying oil as secondary cargo | <p>Tankers and large barges with capacity of 150,000 barrels or more \$1 billion;</p> <p>For smaller tankers and barges, based on the quantity of oil carried and risk, but amount cannot be less than expected costs from a worst-case oil spill</p> | <p>\$300 million for non-tank vessels 300gt or greater; but administrator may establish a lower standard of financial responsibility for vessels carrying oil as a secondary cargo. The standard is based on the quantity of oil that can be carried, and must be no less than the expected costs from a reasonable worst-case oil spill into waters of the state.</p> <p>For example, \$2 million for carrying capacity from less than 1 to not more than 10 barrels;</p> <p>\$5 million for carrying capacity greater than 10 to not more than 50 barrels;</p> <p>\$10 million for carrying capacity greater than 50 to not more than 500 barrels;</p> <p>\$18.9 million for carrying capacity greater than 500 to not more than 1,000 barrels.</p> | P&I Club Certificate of Entry accepted |
| Delaware | Any vessel subject to OPA requirements | Same as OPA amounts | Same as OPA amounts | OPA COFR accepted |
| Florida | All vessels transporting oil as cargo | Same as OPA amounts | | OPA COFR accepted |

| Federal and State COFR Requirements | Vessels required to have COFR | COFR Tankers | Amount Other Vessels | Evidence of Financial Responsibility |
|-------------------------------------|---|---|--|--|
| Louisiana | Tanker capable of carrying 10,000 gallons of oil | Same as OPA amounts | | OPA COFR accepted (for tanker not covered by OPA, i.e. below 100gt, but capable of carrying 10,000 gallons of oil, owner or operator must establish and maintain evidence in a form prescribed by the state) |
| Maryland | Any vessel carrying more than 25 barrels of oil | \$500/gt | \$500/gt | Bond or other evidence approvable by Department of Environment, OPA COFR accepted |
| Massachusetts | Any vessel transporting, discharging or receiving oil as cargo | \$1 billion | Vessels carrying less than 6,000 barrels, \$5 million | P&I Club Certificate of Entry accepted, self-insurance, insurance, surety, letter of credit or other evidence approved by state |
| New Jersey | Any vessel over 300gt | Same as OPA amounts | Same as OPA amounts | OPA COFR accepted, self-insurance, guarantee, insurance, surety, letter of credit |
| New York | Any vessel | The greater of \$1,200/gt; or For vessels greater than 3,000gt, \$10 million ; or For vessels 3,000gt or less: \$2 million | \$300/gt | OPA COFR accepted, insurance, self-insurance, surety, guarantee, letter of credit |
| Oregon | Any vessel over 300gt, except for a barge that does not carry oil as cargo or fuel, or a spill response vessel or barge | 3,000gt or less: \$1,200/gt or \$2 million, whichever is greater; over 3,000gt: \$1,200/gt or \$10 million, whichever is greater | \$600/gt or \$500,000, whichever is greater | OPA COFR accepted |
| Rhode Island | Tank vessel | Same as OPA amounts | Vessels less than 300gt must comply with applicable requirements under OPA | OPA COFR accepted |

| Federal and State COFR Requirements | Vessels required to have COFR | COFR Tankers | Amount Other Vessels | Evidence of Financial Responsibility |
|-------------------------------------|--|---|---|--|
| South Carolina | Lightering vessel (however, oil transfer operations in SC are almost exclusively performed at terminals) | \$14 million | | Self-insurance, insurance, surety, or other evidence acceptable by Department of Health and Environmental Control |
| Texas | Any vessel capable of carrying 10,000 gallons of oil as cargo or fuel | Same as OPA amounts | Same as OPA amounts; if a vessel is not required under federal law to maintain evidence of financial responsibility, then owner or operator of that vessel must establish and maintain evidence in an amount and form prescribed by the state | OPA COFR accepted (P&I Certificate of Entry accepted, but direct action permitted by Texas law) [for vessel not covered by OPA, i.e. below 300gt, but capable of carrying 10,000 gallons of oil as cargo or fuel, the practical COFR situation is unknown] |
| Virgin Islands | Any vessel, including any barge | Based on the tonnage of the ship or the cargo carried | Based on the tonnage of the ship or the cargo carried | Bond, insurance, self-insurance, surety, other evidence satisfactory to the Territory |
| Virginia | Tanker capable of carrying 15,000 gallons of oil as cargo | Proof of federal COFR or \$500/gt | | Federal COFR accepted (P&I Certificate of Entry accepted, but direct action permitted by Virginia law), self-insurance, insurance, guaranty or surety, or any other method approved by the state |
| Washington | Any vessel subject to OPA | Tanker: \$1 billion; Barge: greater of \$300/gt or \$5 million | Cargo or passenger vessel over 300gt: \$300 million (except a passenger vessel travelling between Washington and a foreign country, which is the greater of \$600/gt or \$500,000); | Insurance, self-insurance, surety; OPA COFR accepted so long as the level of financial responsibility required by the federal government is the same as or exceeds state requirements; for tanker, cargo or passenger vessel, exempt if entered with an IG Club and insured for amounts that meet or exceed state requirements |

Federal and State Vessel Contingency Plan Requirements

| Federal and State Vessel Contingency Plan Requirements | Tankers required to have C-Plan (or VRP) | Other Vessels required to have C-Plan | Other Plans Required | Comments |
|--|---|--|---|--|
| <p>Federal OPA</p> | <p>Vessels constructed or adapted to carry, or that carry, oil in bulk as cargo or oil cargo residue that operate on the navigable waters of the United States, or that transfer oil in a port or place subject to the jurisdiction of the United States, must have a VRP approved by the USCG.</p> <p>Also, vessels which engage in oil lightering operations in the marine environment beyond the baseline from which the territorial sea is measured, when the cargo lightered is destined for a port or place subject to the jurisdiction of the United States, must have a VRP approved by the USCG.</p> | <p>Non-tank vessels (400gt or above) trading to the US must have a VRP approved by USCG</p> | <p>Vessels over 400gt must have a SOPEP approved by their flag state</p> | |
| <p>Alaska</p> | <p>Tanker or oil barge must have a contingency plan approved by the Department of Environmental Conservation</p> | <p>Non-tank vessels (400gt or above) must have a contingency plan approved by the Department of Environmental Conservation</p> | <p>Federal VRP plans in Alaska: USCG requires vessels transiting Western Alaska to enrol in a network. Also, there are additional oil spill response planning requirements for an owner or operator of a tanker loading cargo at a facility permitted under the Trans-Alaska Pipeline Authorization Act (43 U.S.C. 1651 et seq.) in Prince William Sound, Alaska.</p> | <p>For tankers, practical solution: enrol into C-Plan held by charterers, oil companies, terminals; For both tankers and non-tankers, the contracts of those OSROs in Alaska are not approvable by IG. Additional insurance required (contact Managers for information on additional insurance)</p> |

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|--|---|---|---|----------|
| California | Tanker or barge must have a contingency plan approved by the Office of Spill Prevention & Response | Non-tank vessels of 300gt or greater/ Vessels Carrying Oil as Secondary Cargo (VCOASC) must have a C-Plan approved by the Office of Spill Prevention & Response | C-Plan requirements do not apply to vessels in innocent passage | |
| Florida | Tank vessels capable of carrying 10,000 gallons of oil as cargo or fuel must maintain a C-Plan for Department of Environmental Protection inspection | Other vessels capable of carrying 10,000 gallons of oil as cargo or fuel must maintain a C-Plan for Department of Environmental Protection inspection | SOPEP would satisfy the state C-Plan requirements, if it has a written designation of an officer who is responsible for training crew for spill response and for coordinating response efforts in a spill | |
| Guam | Though Guam has no C-Plan requirements, federal VRP requires tankers to enrol with T&T/OSROCO (Guam Response Services Ltd also provided spill response services, but it ceased operation in 2015) | | | |
| Louisiana | VRPs required for tank vessels and certain non-tank vessels. Federal VRPs are required to be submitted to Department of Environmental Quality, which may be emailed to LOSCO@la.gov | Although all vessels are required to submit a federal VRP, there is no enforcement of this requirement on non-tank vessels | In relation to tankers, OPA VRP is acceptable to the state | |

| Federal and State Vessel Contingency Plan Requirements | Tankers required to have C-Plan (or VRP) | Other Vessels required to have C-Plan | Other Plans Required | Comments |
|--|---|---------------------------------------|---|--|
| Maine | Follows OPA requirement for contingency planning requirements, with added note that terminals are also liable for carriers destined for their facilities from the time the carrier enters state waters until such time as the carrier leaves state waters | | In relation to tankers, OPA VRP is acceptable to the state | |
| Maryland | Tankers must have federal VRP for state review upon request | | In relation to tankers, OPA VRP is acceptable to the state | |
| New Jersey | Vessels involved in lightering operations are required to submit a Contingency Plan called DCR (discharge response, clean-up, removal) for Department of Environmental Protection's approval | | Prevention plan DPCC (discharge prevention, control and counter-measure) is required for vessels involved in lightering operations. DPCC must be certified by a professional engineer | As USCG currently does not permit lightering in New Jersey waters, New Jersey's DCR and DPCC requirements are not currently applied to vessels |
| New York | Vessels involved in lightering operations are required to submit a federal VRP to Department of Environmental Conservation | | May require a habitat protection programme for lightering operations | In relation to vessels involved in lightering operations, OPA VRP is acceptable |

| Federal and State Vessel Contingency Plan Requirements | Tankers required to have C-Plan (or VRP) | Other Vessels required to have C-Plan | Other Plans Required | Comments |
|--|---|---|---|----------|
| Oregon | "Tank vessels" constructed or adapted to carry oil in bulk as cargo, or cargo residue, must have a C-Plan approved by Department of Environmental Quality | Cargo vessels, passenger vessels, dredge vessels must have a C-Plan approved by Department of Environmental Quality | C-Plan requirements may be satisfied by a covered vessel by submission of proof of assessment participation by the vessel in a maritime association. Subject to conditions imposed by the department, the association may submit a single plan for more than one facility or covered vessel or may submit a single plan providing contingencies to respond for different classes of covered vessels | |
| | Note: "Tank vessel" does not include: | | | |
| | (a) a vessel carrying oil in drums, barrels or other packages; | | | |
| | (b) a vessel carrying oil as fuel or stores for that vessel; or | | | |
| | (c) an oil spill response barge or vessel | | | |
| South Carolina | Vessels involved in lightering operations are required to demonstrate that they implement the state and federal prevention and VRP requirements in order to obtain a registration certificate from Department of Health and Environmental Control | No specific provision | No specific provision | |

| Federal and State Vessel Contingency Plan Requirements | Tankers required to have C-Plan (or VRP) | Other Vessels required to have C-Plan | Other Plans Required | Comments |
|--|--|--|---|----------|
| Texas | Any vessel with a capacity to carry 10,000 gallons or more of oil as fuel or cargo or otherwise required under OPA | Any vessel with a capacity to carry 10,000 gallons or more of oil as fuel or cargo | OPA VRP is acceptable | |
| Virgin Islands | None. C-Plan requirements under federal law apply | None. C-Plan requirements under federal law apply | | |
| Virginia | Tankers capable of carrying 15,000 gallons of oil or more as cargo are required to submit a federal VRP to Department of Environmental Quality | All dry cargo vessels, passenger vessels must submit a C-Plan for Department of Ecology's approval | OPA VRP is acceptable to the state | |
| Washington | All tank vessels must submit a C-Plan for Department of Ecology approval | Cargo vessels of 300gt or greater; | Spill prevention plans are also required. For fleets with multiple vessels, they may be covered by a single "umbrella" C-Plan. C-Plan requirements can be satisfied through participation in the Washington State Maritime Cooperative C-Plan. However, WSMC's C-Plan does not cover Columbia River; vessels operating on Columbia River must also participate in MFSA's C-Plan | |
| | | Passenger vessels of 300gt or greater, with a fuel capacity of 6,000 gallons or greater; | | |
| | | Fish processing vessels of 300gt or greater | | |