

Example of case study on kpl problem

[Environment](#), [Water](#)



Statutory issue: Do the activities of KPL fall within the meaning of Section 13 of the Rivers and Harbors Act of 1889 to constitute as “ discharge or deposit any matter of any kind in the navigable water” holding it liable for violation? The main argument for the plaintiff is that it cannot be held liable for violating Section 13 since its activities does not fall within the meaning of “ discharge of any matter of any kind in the navigable water” as provided by law. In this particular case, KPL draws water at normal temperatures from the river in order to cool the nuclear reactor and merely returns that same water to the river. Hence, it can be clearly shown that KPL did not throw, discharge or deposit any matter of any kind in the navigable water. At the same time, since it has been operating as a nuclear power facility at Columbia Point, it has applied for a license from the government to pursue its activities. As a result, KPL is governed by laws, statutes and regulations of the state. KPL can also raise the defense since it is a juridical entity that has been granted the license to operate as a nuclear power plant by the State; it had consistently followed the rule of law. Section 13 expressly provides that in the case of improvements of navigable waters, it cannot be held liable if any that improvement or work has been properly supervised by the United States officers. Based on the given problem, KPL was wrongly convicted for misdemeanor and required to pay a fine amounting to \$25, 000 but not less than \$500. The charge for misdemeanor is unfounded because there was clearly no violation committed by KPL under the law. It did not throw or discharge any matter of any kind in the river and the law did not expressly state that excess of normal river-water temperatures is part of the violation. Under statutory construction, the legal maxim of “ Expressio unius est

exclusio alterius” means that the expression of one thing means that it is the exclusion of another. It is for this reason that for failure of Section 13 of the Rivers and Harbors Act of 1889 to expressly state that excess of normal river-water temperatures shall be part of the violation, the court cannot treat it as such.

On the part of the defendant, it can sustain its claim that the discharged heated water from the power plant is a violation of Section 13. The statute does not have to expressly state that excess of normal water temperatures is considered as “ discharge” in contemplation of the law. What is material in this case is that the heated water had caused a devastating effect on terrestrial, marine and amphibious life. The test to determine whether a person or juridical entity is liable under Section 13 of the Rivers and Harbors Act of 1889 is that first, there was a discharge of any matter of any kind and caused a destruction on terrestrial, marine and amphibious life; and secondly, the deposit or discharge of any material in the navigable waters has been determine by the Chief of Engineers is considered as a violation under the definition of the law. Therefore, in this given case, the conviction of KPL for misdemeanor and payment of fines for violation of Section 13 of the Rivers and Harbors Act of 1889 must be sustained.