

## CLAIM SUMMARY / DETERMINATION<sup>1</sup>

<b>Claim Number:</b>	UCGPG22003-URC001
<b>Claimant:</b>	Boat Town Marina & Rentals LLC
<b>Type of Claimant:</b>	Corporate
<b>Type of Claim:</b>	Removal Costs
<b>Claim Manager:</b>	(b) (6)
<b>Amount Requested:</b>	\$3,800.00
<b>Action Taken:</b>	Denied

### **EXECUTIVE SUMMARY:**

On March 18, 2022, United States Coast Guard (USCG) Sector Detroit received notification from the USCG's National Response Center (NRC) via report # 1331375<sup>2</sup> regarding a sunken vessel, "SEA RAY" (P/C (b) (6)) that was actively discharging oil at Blue Water Marine and into the Clinton River, a navigable waterway of the United States.<sup>3</sup> The reporting party informed MST3 (b) (6), Federal On Scene Coordinator's Representative (FOSCR), that the owner of the vessel was attempting to dewater the vessel by pumping the oily water directly into the Clinton River and was using Dawn dish soap to disperse the sheen. MST3 (b) (6) then contacted the local Sheriff's Department to instruct the owner to cease operations until he arrived on scene.<sup>4</sup>

USCG Sector Detroit, responded as the Federal On-Scene Coordinator (FOSC) and once the FOSCR arrived on scene, he witnessed a significant sheen surrounding the Pleasure Craft (P/C) (b) (6) – "SEA RAY" and discovered a substantial amount of motor oil inside the cabin of the vessel. The FOSC issued a Notice of Federal Interest (NOFI) to the vessel owner which he signed and accepted.<sup>5</sup> The vessel owner ultimately determined that he could not fund the cleanup.<sup>6</sup>

In accordance with the Oil Pollution Act of 1990 (OPA),<sup>7</sup> Mr. (b) (6), owner of the P/C (b) (6), "SEA RAY", was identified as the responsible party (RP) for the spill

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<sup>1</sup> 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.

<sup>2</sup> NRC Report Number 1331375.

<sup>3</sup> United States Coast Guard SITREP dated April 28, 2022.

<sup>4</sup> Witness Statement from FOSCR, MST3 (b) (6), dated March 23, 2022.

<sup>5</sup> USCG NOFI dated March 18, 2022.

<sup>6</sup> Witness Statement from FOSCR, MST3 (b) (6), dated March 23, 2022.

<sup>7</sup> 33 U.S.C. § 2701(32).

incident.<sup>8</sup> The FOSC issued a Notice of Federal Interest (“NOFI”) and Notice of Federal Assumption (NOFA) to Mr. (b) (6); both dated March 18, 2022.<sup>9</sup> The FOSC federalized the incident and opened a Federal Project Number (FPN) G22003 and hired T & T Marine Salvage, a response contractor, to perform the necessary response actions needed to mitigate the threat.<sup>10</sup>

In this claim submission, Boat Town Marina & Rentals LLC (“Boat Town” or “Claimant”) stated that because Mr. (b) (6) did not remove his boat before October 31, 2021 per the lease agreement therefore the following charges were incurred:

1. Winter Storage - \$400.00;
2. Bubbler purchase and installation – \$1,000.00;
3. Install signs, provide rope line and life preserver -\$500.00;
4. Install straps under SEA RAY to prevent further sinking - \$500.00;
5. Deliver pump and attempt to pump out boat - \$400.00; and
6. Per USCG requirement, labor and boat rental to tow boat to launch and place on trailer - \$1,000.00.

**TOTAL Claimed - \$3,800.00**

Mr. (b) (6) of Boat Town stated he presented his removal costs claim to the RP in the amount of \$3,800.00<sup>11</sup> Boat Town presented its uncompensated removal costs claim to the National Pollution Funds Center (NPFC) for \$3,800.00.<sup>12</sup>

In this submission, Mr. (b) (6) stated Boat Town charged winter storage for the SEA RAY via a flat rate fee of \$400.00. The winter storage was incurred before the actual oil spill on March 18, 2022; Boat Town purchased and installed a bubbler in Well 28 and charged a rate of \$1,000.00; Boat Town purchased materials and made open water signs and installed them due to Harrison Township enforcement requirements because the SEA RAY posed a safety hazard; Boat Town installed straps under the SEA RAY on or about January 18, 2022, prior to the reported incident on March 18, 2022; Boat Town charged \$400.00 for the delivery and installation of a pump and attempted to pump out the SEA RAY to keep it afloat; and Boat Town charged \$1,000.00 for labor and boat rental services to tow the SEA RAY to the boat launch and place it on a trailer. Boat Town further asserts it cited a price based on the assumption that \$1,000.00 was a bargain compared to Tow Boat US pricing for vessel removal.<sup>13</sup>

The FOSC did not direct any actions performed by Boat Town but has determined that the incident discharged into the Clinton River, a navigable waterway of the United States and opened a Federal Project Number to hire a response contractor to handle cleanup and remove all

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<sup>8</sup> USCG POLREP 1 and Final dated March 21, 2022.

<sup>9</sup> USCG Notice of Federal Interest (NOFI) dated March 18, 2022 and USCG Notice of Federal Assumption (NOFA) dated March 18, 2022.

<sup>10</sup> Witness Statement from FOCSR, MST3 (b) (6), dated March 23, 2022.

<sup>11</sup> See, March 30, 2021 invoice from Boat Town with an itemized Demand for Payment bill addressed to the RP. OSLTF Claim Form states costs were presented to the RP on April 1, 2022.

<sup>12</sup> Boat Town claim submission received April 19, 2022.

<sup>13</sup> Email dated July 13, 2022 from Mr. (b) (6) to NPFC describing claimed incident response actions.

fuel from the vessel's tanks.<sup>14</sup> The FOSC has confirmed that all actions performed and claimed aside from the request for vessel removal and placement onto a trailer, occurred before the actual spill and is not supported or coordinated by the FOSC.<sup>15</sup> Since Boat Town's actions were not "directed by the FOSC", and since the FOSC has not confirmed that any actions claimed by Boat Town took place, it follows *a fortiori*, that the FOSC did not determine them "to be consistent with the National Contingency Plan". As such, the claimed expenses associated with these actions must be denied.<sup>16</sup>

The NPFC has thoroughly reviewed all documentation submitted with the claim, analyzed the applicable law and regulations, and after careful consideration has determined that the claim, in its entirety, must be denied.

### **I. INCIDENT, RESPONSIBLE PARTY AND RECOVERY OPERATIONS:**

#### ***Incident***

On March 18, 2022, United States Coast Guard (USCG) Sector Detroit received notification from the USCG's National Response Center (NRC) via report # 1331375<sup>17</sup> regarding a sunken vessel, "SEA RAY" (P/C (b) (6)) that was actively discharging oil at Blue Water Marine and into the Clinton River, a navigable waterway of the United States.<sup>18</sup>

USCG Sector Detroit, responded as the Federal On-Scene Coordinator (FOSC) and once the FOSCR arrived on scene, he witnessed a significant sheen surrounding the Pleasure Craft (P/C) (b) (6) – "SEA RAY" and discovered a substantial amount of motor oil inside the cabin of the vessel. The FOSC issued a Notice of Federal Interest (NOFI) to the vessel owner which he signed and accepted.<sup>19</sup> The vessel owner ultimately determined that he could not fund the cleanup.<sup>20</sup>

The FOSC federalized the incident and opened a Federal Project Number (FPN) UCGPG22003 and hired T & T Marine Salvage, a response contractor, to perform the necessary response actions needed to mitigate the threat.<sup>21</sup>

#### ***Responsible Party***

In accordance with the Oil Pollution Act of 1990 (OPA),<sup>22</sup> Mr. (b) (6), owner of the P/C (b) (6), "SEA RAY", was identified as the responsible party (RP) for the spill

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<sup>14</sup> See, 33 CFR 136.203. See also USCG Notice of Federal Interest (NOFI) dated March 18, 2022; USCG Notice of Federal Assumption (NOFA) dated March 18, 2022; and USCG POLREP 1 and Final dated March 21, 2022.

<sup>15</sup> See, Email from FOSCR dated August 1, 2022 to NPFC.

<sup>16</sup> See, 33 CFR 136.203.

<sup>17</sup> NRC Report Number 1331375.

<sup>18</sup> United States Coast Guard SITREP dated April 28, 2022.

<sup>19</sup> USCG NOFI dated March 18, 2022.

<sup>20</sup> Witness Statement from FOSCR, MST3 (b) (6) dated March 23, 2022.

<sup>21</sup> Witness Statement from FOSCR, MST3 (b) (6) dated March 23, 2022.

<sup>22</sup> 33 U.S.C. § 2701(32).

incident.<sup>23</sup> The FOSC issued a Notice of Federal Interest (“NOFI”) and Notice of Federal Assumption (NOFA) to Mr. (b) (6); both dated March 18, 2022.<sup>24</sup>

On April 26, 2022, the NPFC issued a Responsible Party Notification Letter to Mr. (b) (6) (b) (6).<sup>25</sup> A Responsible Party Notification letter notifies the owner/operator that a claim was presented to the National Pollution Funds Center (NPFC) seeking reimbursement of uncompensated removal costs incurred as a result of a discharge or substantial threat of a discharge of oil to navigable waters of the United States by the RP’s vessel or facility.

### ***Recovery Operations***

USCG Sector Detroit, the Federal On-Scene Coordinator (FOSC), responded, directed, and oversaw the response and removal operations.<sup>26</sup> On March 18, 2022, Sector Detroit FOSCR opened a Federal Project Number via the Oil Spill Liability Trust Fund (OSLTF) and contracted with T & T Marine Salvage, who boomed the vessel utilizing absorbent boom on March 21, 2022 and then T & T Marine utilized absorbent materials to collect the recoverable product from within the vessel before dewatering and re-floating the vessel. T & T Marine then pumped all fuel from the vessel’s tanks eliminating the threat of a discharge of oil to the navigable waterway.<sup>27</sup> The response actions were determined complete by the FOSC on March 21, 2022.<sup>28</sup>

### **II. CLAIMANT AND RP:**

Absent limited circumstances, the federal regulations implementing the Oil Pollution Act of 1990 (OPA)<sup>29</sup> require all claims for removal costs or damages must be presented to the responsible party before seeking compensation from the NPFC.<sup>30</sup>

Boat Town presented a demand for payment in the amount of \$3,800.00 to Mr. (b) (6) (b) (6) dated March 30, 2022.<sup>31</sup> Boat Town confirmed the invoice was submitted to the RP on April 1, 2022.<sup>32</sup> Boat Town reported that the RP did not have the money to pay.<sup>33</sup>

### **III. CLAIMANT AND NPFC:**

When an RP has not settled a claim after ninety days of receipt or denies a claim, a claimant may elect to present its claim to the NPFC.<sup>34</sup> The Claimant presented its costs to the RP on April

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<sup>23</sup> USCG POLREP 1 and Final dated March 21, 2022.

<sup>24</sup> USCG Notice of Federal Interest (NOFI) dated March 18, 2022 and USCG Notice of Federal Assumption (NOFA) dated March 18, 2022.

<sup>25</sup> NPFC RP Notification Letter sent to Mr. (b) (6) dated April 22, 2022.

<sup>26</sup> USCG SITREP-Pol One and Final dated March 21, 2022.

<sup>27</sup> USCG SITREP-Pol One and Final dated March 21, 2022.

<sup>28</sup> USCG Witness Statement of (b) (6) dated March 23, 2022.

<sup>29</sup> 33 U.S.C. § 2701 *et seq.*

<sup>30</sup> 33 CFR 136.103.

<sup>31</sup> Boat Town Marina and Rentals LLC invoice dated March 30, 2022.

<sup>32</sup> *See*, OSLTF Claim Form, question 5, received on April 19, 2022.

<sup>33</sup> *See*, OSLTF Claim Form, question 6 received on April 19, 2022 and USCG Witness Statement of (b) (6) (b) (6) dated March 23, 2022.

<sup>34</sup> 33 CFR 136.103.

1, 2022.<sup>35</sup> The NPFC received a claim for uncompensated removal costs from Boat Town Marina and Rentals LLC on April 19, 2022.<sup>36</sup>

#### **IV. DETERMINATION PROCESS:**

The NPFC utilizes an informal process when adjudicating claims against the Oil Spill Liability Trust Fund (OSLTF).<sup>37</sup> 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.<sup>38</sup> The NPFC may rely upon, is not bound by the findings of fact, opinions, or conclusions reached by other entities.<sup>39</sup> 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.

#### **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.<sup>40</sup> An RP's liability is strict, joint, and several.<sup>41</sup> 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."<sup>42</sup> 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."<sup>43</sup> 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

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<sup>35</sup> See, OSLTF Claim Form, question 5, received on April 19, 2022.

<sup>36</sup> Boat Town Marina and Rentals LLC claim submission received on April 19, 2022.

<sup>37</sup> 33 CFR Part 136.

<sup>38</sup> 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)).

<sup>39</sup> 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).

<sup>40</sup> 33 U.S.C. § 2702(a).

<sup>41</sup> See, H.R. Rep. No 101-653, at 102 (1990), reprinted in 1990 U.S.C.C.A.N. 779, 780.

<sup>42</sup> *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).

<sup>43</sup> 33 U.S.C. § 2701(31).

damage to the public health or welfare, including, but not limited to fish, shellfish, wildlife, and public and private property, shorelines, and beaches.”<sup>44</sup>

The NPFC is authorized to pay claims for uncompensated removal costs that are consistent with the National Contingency Plan (NCP).<sup>45</sup> The NPFC has promulgated a comprehensive set of regulations governing the presentment, filing, processing, settling, and adjudicating such claims.<sup>46</sup> 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.<sup>47</sup>

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.<sup>48</sup>
- (d) That the removal costs were uncompensated and reasonable.<sup>49</sup>

The NPFC analyzed each of these factors and determined the expenses claimed must be denied as outlined below:

**Winter Storage:**

Boat Town asserted that the RP failed to remove his vessel in accordance with the Boat Slip Rental that resulted in the Marina storing the vessel resulting in \$400.00 in winter storage costs. The FOSC determined that Boat Town’s winter storage charges for the RP’s vessel effective October 31, 2021<sup>50</sup> was not in accordance with the NCP nor associated with the oil spill incident on March 18, 2022.<sup>51</sup>

A claimant must carry its burden of proving an entitlement to reimbursement by the OSLTF under OPA before NPFC can authorize payment.<sup>52</sup> Just like any other trier of fact, NPFC is required to carefully consider the credibility of the evidence submitted by the claimant. If the evidence supporting a claim is not credible, then NPFC must deny the claim. Here, the claimant

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<sup>44</sup> 33 U.S.C. § 2701(30).

<sup>45</sup> See generally, 33 U.S.C. § 2712 (a)(4); 33 U.S.C. § 2713; and 33 CFR Part 136.

<sup>46</sup> 33 CFR Part 136

<sup>47</sup> 33 CFR 136.105.

<sup>48</sup> 33 CFR 136.203

<sup>49</sup> 33 CFR 136.205.

<sup>50</sup> See, email from Boat Town to NPFC dated July 13, 2022 regarding winter storage. No dates of service or daily amounts were explained that total the \$400.00 claimed.

<sup>51</sup> See, email from the FOSC to the NPFC from August 1, 2022 indicating that Boat Town’s request is associated with services prior to the March 18, 2022 oil spill incident and is not determined to be consistent with the NCP. Additionally, the claimant did not provide a copy of the contractual terms associated with charging for winter storage so the rates and precise dates remain unsubstantiated.

<sup>52</sup> See, 33 CFR 136.105(a). “The claimant bears the burden of providing all evidence, information, and documentation deemed necessary by the Director, NPFC, to support the claim.”

has failed to provide credible evidence in support of its claim against the OSLTF. The evidence in this case shows that Boat Town has not demonstrated that the winter storage fees were post spill or a result of the oil spill but rather pre-spill contractual terms for the boat slip rental dated April 8, 2021.<sup>53</sup>

**Purchase of Bubbler:**

Boat Town requested \$1,000.00 for the purchase and installation of a bubbler for Well 28 (boat slip rented by the RP).<sup>54</sup> As a threshold matter, the FOSC states that this action was performed before the March 18, 2022 oil spill and as such, is not associated with incident.<sup>55</sup> Additionally, the NPFC requested a purchase receipt, proof of payment, a detailed explanation of why the purchase was made, who directed the purchase, when the installation was performed and requested an itemized breakdown of personnel, materials and equipment associated with the bubbler installation.<sup>56</sup> Since Boat Town's actions were not "directed by the FOSC", and since the claimant did not provide any other requested information to substantiate the bubbler costs claimed, this cost must be denied on this basis.<sup>57</sup>

**Installation of open water signs along with a rope line and life preserver per Harrison Township:**

Boat Town requested \$500.00 for the installation of open water signs and also requested compensation for a rope line and a life preserver that it states was at the request of Harrison Township.<sup>58</sup> The NPFC requested that Boat Town explain the purpose of the open water signs; provide the timeframe that the open water signs were used; provide a detailed explanation regarding the need for rope line and a life preserver; provide the name of who specifically requested these items and why; and provide an itemization of the costs for each item including proof of payment.<sup>59</sup>

Boat Town responded and stated that the Harrison Township code enforcement required the signs. They further stated that in the cold of winter, they made signs and mounted them on the boat and dock. They further stated they had to provide a rope and life preserver just in case someone fell through the ice.<sup>60</sup> Based on the costs claimed and limited information provided, the NPFC has determined that Boat Town did not meet its burden to establish the amounts claimed and even if that had met their burden, the costs claimed were incurred prior to the March 18,

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<sup>53</sup> See, USCG Sector Detroit Photographic Sheet, MISLE Case 1296890, Exhibit #CG-4 dated March 24, 2022.

<sup>54</sup> See, Boat Town Marina and Rentals LLC claim submission received on April 19, 2022, specifically page 3 of 3, identified as Boat Town demand for payment invoice to the RP dated March 30, 2022.

<sup>55</sup> See, email from the FOSC to the NPFC from August 1, 2022 indicating that Boat Town's request is associated with services prior to the March 18, 2022 oil spill incident and is not determined to be consistent with the NCP.

<sup>56</sup> See, email to Boat Town requesting additional information to support the costs claimed dated June 23, 2022.

<sup>57</sup> See, 33 CFR 136.203. However, even if Boat Town could provide adequate documentation to support the bubbler costs, the FOSC determined that the actions were performed before March 18, 2022 and therefore are not part of the response to the incident.

<sup>58</sup> See, Boat Town Marina and Rentals LLC claim submission received on April 19, 2022, specifically page 3 of 3, identified as Boat Town demand for payment invoice to the RP dated March 30, 2022.

<sup>59</sup> See, email to Boat Town requesting additional information to support the costs claimed dated June 23, 2022.

<sup>60</sup> See, email from Boat Town to NPFC dated July 13, 2022 regarding these costs. Boat Town did not provide adequate documentation to support the costs claimed however, on August 1, 2022, the FOSC determined these actions were performed before the March 18, 2022 oil spill incident and therefore are not consistent with the NCP.



2022 oil spill and were not at the direction of the FOSC. As such, this cost is denied on that basis.<sup>61</sup>

**Delivery and use of a pump:**

Boat Town requested \$400.00 for the delivery of a pump and for the attempt to pump out the boat owned by the RP. The NPFC requested that Boat Town provide an itemized breakdown of the amount claimed along with an explanation of how the pump was obtained, provide the dates of service for the attempted pumping of the boat, and a full description of the personnel services provided to perform this response action.<sup>62</sup> Boat Town responded stating that a partner, (b) (6), owned two pumps. Mr. (b) (6) of Boat Town further stated he installed a pump when there was still ice<sup>63</sup>. The following day, Mr. (b) (6)(b) (6), independent contractor to Boat Town, went to (b) (6)'s garage and put a second pump on the boat that day. Boat Town closed by stating they thought \$400.00 was a reasonable price for the use of the pumps, the time spent, and the weather conditions to avoid spills into the Clinton River.<sup>64</sup>

Based on the costs claimed and limited information provided, the NPFC has determined that Boat Town did not meet its burden by providing the requested supporting documentation for the amount claimed and even if they had met their burden, the costs claimed were incurred prior to the March 18, 2022 oil spill and were not at the direction of the FOSC. As such, this cost is denied on that basis.<sup>65</sup>

**Installation of straps under the RP's vessel:**

Boat Town requested \$500.00 for the installation of straps placed under the RP's vessel in order to prevent further sinking. The NPFC requested they provide the dates the straps were installed along with an itemization of all costs that make up the \$500.00 requested. The NPFC also requested that they provide the information on how the straps were obtained and what the final disposition of the straps was.<sup>66</sup> Boat Town stated the straps were placed in January 2022, two months prior to the oil spill incident.<sup>67</sup> Based on the costs claimed and limited information provided, the NPFC has determined that Boat Town did not meet its burden to establish the amounts claimed and even if they had met their burden, the costs were incurred prior to the

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<sup>61</sup> See, 33 CFR 136.203. However, even if Boat Town could provide adequate documentation to support the cost for signs, rope and a life preserver, the FOSC determined that the actions were performed before March 18, 2022 and therefore are not part of the response to the incident.

<sup>62</sup> See, email to Boat Town requesting additional information to support the costs claimed dated June 23, 2022.

<sup>63</sup> Date unknown and not provided as requested.

<sup>64</sup> See, 33 CFR 136.203. However, even if Boat Town could provide adequate documentation to support the pump costs, the FOSC determined that the actions were performed before March 18, 2022 and therefore are not part of the response to the incident.

<sup>65</sup> See, 33 CFR 136.203. However, even if Boat Town could provide adequate documentation to support the cost for delivery and use of pumps, the FOSC determined that the actions were performed before March 18, 2022 and therefore are not part of the response to the incident.

<sup>66</sup> See, email to Boat Town requesting additional information to support the costs claimed dated June 23, 2022.

<sup>67</sup> See, 33 CFR 136.203. However, even if Boat Town could provide adequate documentation to support the installation of straps, the FOSC determined that the actions were performed before March 18, 2022 and therefore are not part of the response to the incident.



March 18, 2022 oil spill and were not at the direction of the FOSC. As such, this cost is denied on that basis.<sup>68</sup>

**Removal of vessel from the water and placed on trailer:**

Boat Town requested \$1,000.00 for the removal of the vessel from the water and placement onto a trailer. The claimant asserts that the response action was a requirement of the United States Coast Guard.<sup>69</sup> The NPFC requested a detailed narrative regarding the USCG requirement to remove the vessel along with documentation demonstrating that Boat Town was directed by the USCG to perform this task as a means of mitigating a threat of future discharge of oil into the navigable waterway. Lastly, the NPFC requested an itemized breakdown on the personnel, materials, and equipment used along with the dates, times, and names of all personnel involved.<sup>70</sup>

Since Boat Town's actions were not "directed by the FOSC", and since the claimant did not provide any other requested information to substantiate the requirement and need to remove the vessel in order to mitigate a continued threat of a discharge of oil, this cost must be denied on this basis.<sup>71</sup>

**Overall Denied Costs** = \$3,800

**VI. CONCLUSION:**

Based on a comprehensive review of the record, the applicable law and regulations, and for the reasons outlined above, the entirety of claim is denied.

<b>(b) (6)</b>
Claim Supervisor: <b>(b) (6)</b>
Date of Supervisor's review: <b>9/6/22</b>
Supervisor Action: <b><i>Denial Approved</i></b>

<sup>68</sup> See, 33 CFR 136.203. However, even if Boat Town could provide adequate documentation to support the installation of straps, the FOSC determined that the actions were performed before March 18, 2022 and therefore are not part of the response to the incident.

<sup>69</sup> See, Boat Town Marina and Rentals LLC claim submission received on April 19, 2022.

<sup>70</sup> See, email to Boat Town requesting additional information to support the costs claimed dated June 23, 2022.

<sup>71</sup> See, 33 CFR 136.203. However, even if Boat Town could provide adequate documentation to support the vessel removal costs, the FOSC determined that the actions were performed before March 18, 2022 and therefore are not part of the response to the incident.