

CLAIM SUMMARY / DETERMINATION

Claim Number:	UCGPG21003-URC001
Claimant:	[REDACTED]
Type of Claimant:	Individual
Type of Claim:	Removal Costs
Claim Manager:	(b) (6)
Amount Requested:	\$5,900.00
Action Taken:	Denied

EXECUTIVE SUMMARY:

On November 30, 2020, a private citizen called the United States Coast Guard's (USCG) National Response Center (NRC) regarding a partially submerged crane barge that was causing a sheen in the West Arm of Grand Traverse Bay, a tributary of Lake Michigan, and a navigable waterway of the United States.¹ USCG Sector Sault Sainte Marie, responded as the Federal On-Scene Coordinator (FOSC) and observed a sheen on the water from the sunken barge.²

In accordance with the Oil Pollution Act of 1990 (OPA),³ Mr. (b) (6), owner of the crane barge, was identified as the responsible party (RP) for the spill incident.⁴ The FOSC issued a Notice of Federal Interest ("NOFI") and an Administrative Order ("Admin Order") to Mr. (b) (6); both dated December 1, 2020.⁵ The FOSC returned to the site on December 3, 2020 to check the status of the RP's actions and discovered that no action had been taken. The FOSC federalized the incident and opened a Federal Project Number (FPN) G21003 and hired Northern A-1, a response contractor, to perform the necessary response actions needed to mitigate the threat.⁶

In his claim submission, Mr. (b) (6) ("Mr. (b) (6)" or "Claimant") stated that he also responded to the incident on November 30, 2020. Mr. (b) (6) claimed he purchased, deployed and maintained boom around the sunken barge for several days after the incident. Mr. (b) (6) stated he presented his removal costs claim to the RP in the amount of \$5,689.00⁷ via certified mail which was returned undeliverable.⁸ Mr. (b) (6) presented his uncompensated removal costs claim to the National Pollution Funds Center (NPFC) for \$5,900.00,⁹ without explanation to the additional \$211.00 claimed for the same exact material.

¹ National Response Center (NRC) Report #1293225 dated November 30, 2020.

² Witness Statement from FOSC dated January 28, 2021.

³ 33 U.S.C. § 2701(32).

⁴ USCG POLREP 1 dated August 20, 2021.

⁵ USCG Admin Order dated December 1, 2020 and USCG Notice of Federal Interest (NOFI) dated December 1, 2020.

⁶ Witness statement from FOSC dated January 28, 2021.

⁷ See, August 31, 2021 email from (b) (6) to NPFC with a copy of an undated Demand for Payment bill addressed to the RP

⁸ Email dated November 16, 2021 from Mr. (b) (6) with a copy of certified mail marked undeliverable dated September 1, 2021.

⁹ Mr. (b) (6) claim submission dated August 12, 2021.

In his submission, Mr. (b) (6) stated he purchased and deployed containment boom around the vessel and maintained the containment boom for six days after consulting with the FOSC.¹⁰ The FOSC does not entirely agree with this characterization. The FOSC states that it did not direct any actions by Mr. (b) (6), but has concluded after-the-fact that Mr. (b) (6)'s deployment of boom was "in accordance with the National Contingency Plan (NCP)".¹¹ As such, and if all other relevant have been met, this expense *could* be compensable under OPA.¹² However, Mr. (b) (6) was unable to provide adequate documentation that he, personally incurred the expense of purchasing the boom. As such, this portion of the claim is denied for that reason.

Also in his submission, Mr. (b) (6) stated that he returned to perform maintenance on the boom over several days for several hours after the initial deployment. Mr. (b) (6) submitted a claim for expenses for his "personnel time" associated with this maintenance.

As before, the FOSC states that he did not direct Mr. (b) (6) to perform these actions. Additionally, unlike before, the FOSC could not conclude after the fact that the actions taken were done in accordance with the NCP. Specifically, the FOSC also could not confirm any of the maintenance actions claimed by Mr. (b) (6) actually occurred.¹³ Since Mr. (b) (6)'s actions were not "directed by the FOSC", and since the FOSC cannot confirm they took place, it follows *a fortiori*, that the FOSC could not determine them "to be consistent with the National Contingency Plan". As such, the claimed expenses associated with these actions must be denied.¹⁴

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 November 30, 2020, at approximately 1000 hours local time, the National Response Center received a report from a private citizen that a Crane Barge located in the West Arm of the Grand Traverse Bay, was sinking and released a 200 x 20 foot sheen.¹⁵ On December 1, 2020, the Coast Guard issued an Administrative Order to Mr. (b) (6), the owner of the Crane

¹⁰ Email dated August 28, 2021 from Mr. (b) (6) to NPFC describing his incident response actions.

¹¹ See, 33 CFR 136.203. See also, emails from the FOSC to the NPFC from August, September and November, 2021 detailing Mr. (b) (6)'s involvement in the incident.

¹² See, 33 CFR 136.203; 33 CFR 136.205.

¹³ See, e.g., email from FOSC to NPFC dated November 8, 2021, "...Mr. (b) (6) did not return to the boom to change out, reposition, or anything else."

¹⁴ See, 33 CFR 136.203. However, even if Mr. (b) (6) could provide adequate documentation from the FOSC that his maintenance actions were consistent with the NCP, he did not provide adequate documentation to support his claim expenses for "personnel time".

¹⁵ National Response Center (NRC) Report #1293225 dated November 30, 2020.

Barge, advising the RP that his actions to date to mitigate and respond to the actual discharge of oil were insufficient to prevent the imminent and substantial threat to the environment.¹⁶

On December 3, 2020, the FOSC returned to the incident location to check the RP's response action status and discovered that no action had been taken, so the FOSC federalized the incident and opened Federal Project Number (FPN) G21003. The FOSC hired Northern A-1, a response contractor, to perform the necessary response actions needed to mitigate the threat.¹⁷ On December 10, 2020, the Coast Guard issued a second Administrative Order requiring the RP to remove all petroleum products from the Crane Barge and properly dispose of all hazardous materials by December 12, 2020.¹⁸ Finally, on March 5, 2021, the Michigan Department of Environment, Great Lakes, and Energy (EGLE), operating as the State On-Scene Coordinator (SOSC), issued a Notice of Violation to Mr. (b) (6), requiring the RP to remove the sunken barge no later than May 27, 2021.¹⁹

Responsible Party

In accordance with the Oil Pollution Act of 1990, the owner/operator of the source which caused the oil spill is the Responsible Party (RP) for the incident.²⁰ On December 1, 2020, the FOSC issued a NOFI to Mr. (b) (6), owner of the crane barge.²¹

On August 24, 2021, the NPFC issued a Responsible Party Notification Letter to Balcom Marine.²² 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 Sault Sainte Marie, the Federal On-Scene Coordinator (FOSC), responded, directed, and oversaw the response and removal operations.²³ On December 1, 2020, the FOSC observed that a double layer absorbent boom was placed around the sunken barge by a Good Samaritan.²⁴ The FOSC issued an Admin Order to the RP. The RP responded that he would provide a recovery and salvage plan, and execute it, once the winds and weather permitted.²⁵

On December 3, 2020, the FOSC arrived on scene to check on the RP's progress. The FOSC determined that the RP was not making sufficient progress; therefore the FOSC federalized the

¹⁶ USCG Admin Order dated December 1, 2020 required the RP to deploy sufficient containment boom and replace boom as needed to prevent the spread of oil and it ordered the RP to develop a written plan to address how he is going to secure the source of discharge and remove the substantial threat. The plan must be completed and submitted to the USCG by December 4, 2020.

¹⁷ USCG Witness statement of MST (b) (6) dated January 28, 2021.

¹⁸ USCG Admin Order dated December 10, 2020.

¹⁹ Michigan EGLE Violation Notice # VN-011359 dated March 5, 2021.

²⁰ 33 U.S.C. § 2701(32).

²¹ USCG NOFI dated December 1, 2020.

²² NPFC RP Notification Letter sent to Balcom Marine dated August 24, 2021.

²³ USCG SITREPs-Pol One through Seven dated December 7, 2020 through August 20, 2021, respectively.

²⁴ USCG SITREP-Pol One dated December 4, 2020.

²⁵ USCG Admin Order dated December 1, 2020.

incident and opened Federal Project Number G21003. The FOSC hired a response contractor, Northern A-1, in order to place containment boom around the barge, to fully encapsulate the barge and contain any potential product discharge. Under the supervision of the FOSC, Northern A-1 pumped out oil from the hydraulic tank and from the crane diesel tank, minimizing the pollution threat from the barge.²⁶

The response actions were determined complete by the FOSC on December 14, 2020.²⁷

II. CLAIMANT AND RP:

Absent limited circumstances, the federal regulations implementing the Oil Pollution Act of 1990 (OPA)²⁸ require all claims for removal costs or damages must be presented to the responsible party before seeking compensation from the NPFC.²⁹

Mr. (b) (6) attempted to present a demand for payment in the amount of \$5,689.00 to (b) (6) via certified mail; the letter was returned unclaimed and unable to be forwarded.³⁰

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.³¹ The Claimant attempted to present costs to the RP via certified mail on September 1, 2021.³² The NPFC received a claim for uncompensated removal costs from Mr. (b) (6) dated August 12, 2021.³³

IV. DETERMINATION PROCESS:

The NPFC utilizes an informal process when adjudicating claims against the Oil Spill Liability Trust Fund (OSLTF).³⁴ 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.³⁵ The NPFC may rely upon, is not bound by the findings of fact, opinions,

²⁶ Witness Statement from (b) (6) dated January 28, 2021.

²⁷ USCG SITREP-Pol Seven dated December 14, 2020.

²⁸ 33 U.S.C. § 2701 *et seq.*

²⁹ 33 CFR 136.103.

³⁰ Email from (b) (6) dated November 16, 2021 that included a picture attachment of the certified return mail as unclaimed and unable to forward stamped September 1, 2021.

³¹ 33 CFR 136.103.

³² Email from (b) (6) dated November 16, 2021 that included a picture attachment of the certified return mail as unclaimed and unable to forward stamped September 1, 2021.

³³ (b) (6) claim submission dated August 12, 2021.

³⁴ 33 CFR Part 136.

³⁵ *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)).

or conclusions reached by other entities.³⁶ 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.³⁷ An RP's liability is strict, joint, and several.³⁸ 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."³⁹ 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."⁴⁰ 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."⁴¹

The NPFC is authorized to pay claims for uncompensated removal costs that are consistent with the National Contingency Plan (NCP).⁴² The NPFC has promulgated a comprehensive set of regulations governing the presentment, filing, processing, settling, and adjudicating such claims.⁴³ 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.⁴⁴

The following is a summary of claimed expenses and services performed between November 30, 2020 and December 5, 2020 provided by Mr. (b) (6):⁴⁵

³⁶ 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).

³⁷ 33 U.S.C. § 2702(a).

³⁸ See, H.R. Rep. No 101-653, at 102 (1990), reprinted in 1990 U.S.C.C.A.N. 779, 780.

³⁹ *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).

⁴⁰ 33 U.S.C. § 2701(31).

⁴¹ 33 U.S.C. § 2701(30).

⁴² See generally, 33 U.S.C. § 2712 (a)(4); 33 U.S.C. § 2713; and 33 CFR Part 136.

⁴³ 33 CFR Part 136

⁴⁴ 33 CFR 136.105.

⁴⁵ See, OSLTF Claim Form, question 3. Notably, during the adjudication of the claim, the NPFC requested a copy of the Demand for payment sent to the RP. Mr. (b) (6) provided a copy of an undated Demand for Payment that was sent to the RP. In the request to the RP, Mr. (b) (6) claimed \$689.00 for the purchase of boom material. In his submission to the NPFC, he inexplicably claims for \$900.00 for the same purchase.

<u>Claimant</u>	<u>Itemization on OSLTF Claim Form (question 3)</u>	<u>Dates of service</u>	<u>Amount Claimed</u>	<u>Service provided</u>
(b) (6)		11/30/2020	\$900.00	Boom Material
(b) (6)		11/30/2020	\$2,000.00	Personnel time
(b) (6)		12/01/2020	\$600.00	Personnel time for Boom Maintenance
(b) (6)		12/02/2020	\$600.00	Personnel time for Boom Maintenance
(b) (6)		12/03/2020	\$600.00	Personnel time for Boom Maintenance
(b) (6)		12/04/2020	\$600.00	Personnel time for Boom Maintenance
(b) (6)		12/05/2020	\$600.00	Personnel time for Boom Maintenance
CLAIM TOTAL			\$5,900.00	

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.⁴⁶
- (d) That the removal costs were uncompensated and reasonable.⁴⁷

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

⁴⁶ 33 CFR 136.203

⁴⁷ 33 CFR 136.205.

Purchase of containment boom material:

The FOOSC determined after the fact that Mr. (b) (6)'s deployment of boom around the sunken barge was in accordance with the NCP.⁴⁸ However, Mr. (b) (6) has not provided adequate documentation to support his claim for compensation for this material.

A claimant must carry its burden of proving an entitlement to reimbursement by the OSLTF under OPA before NPFC can authorize payment.⁴⁹ 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 has failed to provide credible evidence in support of his claim against the OSLTF. The evidence in this case shows that Mr. (b) (6) has not demonstrated that he incurred the costs to purchase the containment boom.

Mr. (b) (6) claimed \$900.00 for the purchase of ten bundles of containment boom material.⁵⁰ The NPFC made several attempts to obtain adequate documentation from Mr. (b) (6) that he incurred a \$900.00 expense for the ten bundles of containment boom used in response to this incident.⁵¹ In addition, in an effort to thoroughly adjudicate this claim, the NPFC contacted Elmer's Crane and Dozer, where the boom was purchased.⁵² The NPFC spoke with the manager of the store. She explained that Mr. (b) (6) had acquired ten bundles of containment boom on a Cash-On-Delivery (COD) basis.⁵³ The manager provided the NPFC with the credit card receipt that was used for the purchase of the boom material.⁵⁴ The credit card used by Mr. (b) (6) to purchase the boom was registered to Keelson Marine, LLC.⁵⁵ The NPFC sought additional information from Mr. (b) (6) regarding his relationship to Keelson Marine and his authority to use a credit card registered to Keelson Marine.⁵⁶ Mr. (b) (6) responded, asserting that he was an owner of that company.⁵⁷

After receiving Mr. (b) (6)'s response, the NPFC independently analyzed the corporate records for Keelson Marine.⁵⁸ None of the documents obtained by the NPFC indicated any relationship between Mr. (b) (6) and Keelson Marine. Based on that information, the NPFC provided Mr. (b) (6) the corporate records it reviewed, and again requested additional information from Mr. (b) (6).⁵⁹ In response, Mr. (b) (6) asserted a different position. He

⁴⁸ See, emails from the FOOSC to the NPFC from August, September and November, 2021 detailing Mr. (b) (6)'s involvement in the incident.

⁴⁹ 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."

⁵⁰ See, OSLTF Claim Form, question 3.

⁵¹ See, Emails from NPFC to Mr. (b) (6) dated August 27, 2021, September 28, 2021, and November 17, 2021.

⁵² Retail business that sold ten bundles of containment boom to Keelson Marine on December 2, 2020.

⁵³ Email from NPFC to Elmer's Crane and Dozer dated November 19, 2021 confirming boom purchase and requesting a copy of the credit card payment slip for the purchase.

⁵⁴ Email from Elmer's Crane and Dozer to NPFC re: Elmer's purchase dated November 19, 2021.

⁵⁵ Credit card slip provided by Elmer's Crane and Dozer on November 19, 2021.

⁵⁶ Email from NPFC to Mr. (b) (6) dated November 19, 2021 regarding business affiliation with Keelson Marine, LLC.

⁵⁷ Email from Mr. (b) (6) to NPFC re: Keelson Marine, LLC credit card, dated November 22, 2021.

⁵⁸ To wit: Keelson Marine, LLC: (1) Articles of Incorporation; (2) Amendments to the Articles of Incorporation; (3) Keelson Marine, LLC 2020 Annual Filing; and (4) Keelson Marine, LLC 2021 Annual Filing.

⁵⁹ Email from NPFC to Mr. (b) (6) dated November 29, 2021.

stated that he and Keelson Marine owned “Big Tow”⁶⁰ and shared a credit card. Notably, in that response, Mr. (b) (6) admitted that the credit card was “technically” not his.⁶¹ Mr. (b) (6) then suggested the expense of the boom could be removed from the claim submission, but ultimately that did not happen. Mr. (b) (6) did not amend nor reduce the original sum certain requested in his claim.

Ultimately, NPFC determines that Mr. (b) (6) has not demonstrated by a preponderance of the evidence that he had the legal authority to purchase the boom using a credit card issued to Keelson Marine or more specifically, that he personally incurred the expense he is claiming.⁶²

Personnel time claimed:

Mr. (b) (6) asserted without detail that he incurred a total of \$5,000.00 in personnel time for maintaining the boom between November 30, 2020 and December 5, 2020.⁶³ As a threshold matter, the FOSC states that he did not direct Mr. (b) (6) to perform this action. Additionally, the FOSC could not conclude after the fact that the maintenance actions taken were done in accordance with the NCP. Specifically, the FOSC also could not confirm any of the maintenance actions claimed by Mr. (b) (6) actually occurred.⁶⁴ Since Mr. (b) (6)’s actions were not “directed by the FOSC”, and since the FOSC cannot confirm they took place, it follows *a fortiori*, that the FOSC could not determine them “to be consistent with the National Contingency Plan”. As such, they must be denied on this basis.⁶⁵

Assuming Mr. (b) (6) could provide adequate documentation from the FOSC that his maintenance actions were consistent with the NCP, he did not provide adequate documentation to support his claim expenses for “personnel time” despite multiple attempts⁶⁶ by the NPFC to explain to Mr. (b) (6) what he needed to provide.⁶⁷ For example in August, 2021 NPFC sent an email requesting Mr. (b) (6) provide additional details to explain how he arrived at the personnel time claimed.⁶⁸ Mr. (b) (6) replied to the inquiry but did not provide supporting documentation for the personnel time claimed.⁶⁹ As a follow-up to the previous inquiry, the NPFC called Mr. (b) (6) to discuss the inadequacy of the claim submission documentation. Among the several issues discussed during that conversation, the NPFC explained to Mr. (b) (6), as before, that he would need to provide an itemized breakdown of exactly what he is claiming for personnel time to include providing a detailed statement, broken down by day,

⁶⁰ There is no additional information in the record as to what “Big Tow” is; or the relationship between Mr. (b) (6), Keelson Marine and “Big Tow”.

⁶¹ Email from Mr. (b) (6) to NPFC dated November 29, 2021.

⁶² If Mr. (b) (6) could adequately establish that he personally incurred this expense, the amount compensable would only be the invoice price of \$689.00 and not the \$900.00 that was claimed.

⁶³ See, OSLTF Claim Form, question 3.

⁶⁴ See, e.g., email from FOSC to NPFC dated November 8, 2021, “...Mr. (b) (6) did not return to the boom to change out, reposition, or anything else.”

⁶⁵ See, 33 CFR 136.203. However, even if Mr. (b) (6) could provide adequate documentation from the FOSC that his maintenance actions were consistent with the NCP, he did not provide adequate documentation to support his claim expenses for “personnel time”.

⁶⁶ See, multiple emails and phone correspondence with Mr. (b) (6) from August through November 2021.

⁶⁷ 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.” See, also, 33 CFR 136.105(e).

⁶⁸ Email to (b) (6) dated August 27, 2021.

⁶⁹ Email from (b) (6) to NPFC dated August 28, 2021.

describing the work performed. The NPFC further explained that his documentation must identify start and stop times, and provide an explanation on how he calculated the costs claimed.⁷⁰ After this phone conversation, the NPFC received four emails from Mr. (b) (6), none of them responding to the specific issues raised during the phone call. The NPFC again responded to Mr. (b) (6) on November 17, 2021⁷¹ outlining his responsibility to produce the documentation.⁷² Mr. (b) (6) never responded to the NPFC with the additional information it requested and determines the information previously provided to be inadequate to support compensation from the OSLTF.

Overall Denied Costs = \$5,900

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) (6)

Claim Supervisor: (b) (6)

Date of Supervisor's review: *3/18/2022*

Supervisor Action: *Denial approved*

⁷⁰ Email from NPFC to (b) (6) dated August 31, 2021, outlining the details of the phone conversation and items discussed. The NPFC also provided (b) (6) a copy of the "NPFC Claimant's Guide".

⁷¹ See, email from NPFC to (b) (6) dated November 17, 2021, acknowledging receipt of four emails and again making a specific request for documentation supporting personnel time claimed which stated in relevant part: "You have yet to itemize the charges based on your hours worked, the hourly rate, and a labor category that supports the \$2,000.00 charged by you for 12/1/20 and the itemization of the \$3,000.00 for the maintenance of boom for the unidentified 5 days claimed. Please provide start and stop times, a detailed daily description of work performed by you each day and include what the hourly rate was for each hour you also worked while providing boom maintenance beginning on 12/2/20. Be sure to identify the dates of the additional four days claimed as part of the \$3,000.00 boom maintenance period."

⁷² 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."