

## INSTRUCTIONS FOR COMPLETION OF Petroleum Cleanup Participation Program (PCPP) AGREEMENT

A PCPP Agreement (located online here: <https://floridadep.gov/waste/petroleum-restoration/content/petroleum-cleanup-participation-program-pcpp>) is required for all PCPP eligible discharges that are within funding range at a facility to allow state funding assistance. There are two PCPP Agreements available for use: a standard PCPP Agreement, and a PCPP Agreement with Site Access language and options included. If a site access agreement has not been completed and your facility only has PCPP eligible discharge(s), then a PCPP Agreement with Site Access should be utilized. If your facility has multiple eligible discharges (such as EDI, ATRP, PLRIP, etc), then a standard PCPP Agreement should be used. A separate site access agreement should be completed (or may be requested if one has not already been completed by the real property owner) if this is the case. \* *If you do not have access to the documents, please call 850-245-8882 to request the document be mailed to you.* If you are downloading a PCPP Agreement from the above link, the Agreement must be completed by filling in the blanks (including entering the facility ID on each footer), making selections where required, initialing where required, and signing the document. If you received a PCPP Agreement with a mailed request letter, then the first unnumbered paragraph and facility ID on each page will be completed for you.

The PCPP Agreement, once completed, should then be either e-mailed (scanned version acceptable) to **DWM\_PR\_PCPP@FloridaDEP.gov** or mailed to Attn: PCPP Coordinator, Petroleum Restoration Program, Department of Environmental Protection, 2600 Blair Stone Road, MS 4580, Tallahassee, Florida 32399-2400. If State funding is expended before a Closure Order is issued, the PCPP Agreement shall be terminated and the cleanup will transition to the owner/responsible party (Participant).

The Agreement includes 21 or 22 standard paragraphs regarding the terms and conditions of the PCPP as well as site access. For information regarding completing the site access portion of the Agreement, please refer to the instructions located here: <https://floridadep.gov/waste/petroleum-restoration/documents/site-access-source-instructions>

In addition, **there are three options concerning Participant preference that must be answered by checking the corresponding boxes and initialing. Only one selection may be made (1, 2, or 3).** Please see the instructions following each selection for more information.

**1. Participant is providing a 25% cost savings to the Department. Please initial by this selection only if this is the option elected.**

By electing to offer the Department a 25% cost savings, you are committing to either recommend to the Department one of its Agency Term Contractors (ATC) who is willing to reduce their contracted rates to achieve a 25% cost savings to the state to meet this option **OR** you are committing to accept a more restrictive closure (Risk Management Option II, RMO II) thereby effectively saving the Department at least 25% of the cost it would have taken to reach a closure of RMO I. You must make the sub-selection on the Agreement to indicate which cost savings (ATC reduced rate or RMO II) you will utilize.

**If your recommended ATC will be reducing its rates to meet the 25% cost savings, you must include as backup documentation to the PCPP Agreement the following items:**

- The PCPP Scope of Work and Cost Estimate (template located at <https://floridadep.gov/waste/petroleum-restoration/documents/cost-estimate-template-pcpp>). This includes the proposed course of action with task breakdown, cost estimate and the proposed cleanup endpoint. If the PCPP Agreement submission does not include the required cost estimate documentation and timetable, the submittal will be deemed insufficient and you will be asked to re-submit.
- A Commitment of Rate Reduction Letter (template located at <https://floridadep.gov/waste/petroleum-restoration/documents/pcpp-atc-rate-letter-commitment-rate-reduction>) from the ATC committing to a reduction of its DEP ATC rates (this letter will become a part of the PCPP Agreement as Exhibit B)
- And a Cost Share Site Contractor Recommendation Sheet <https://floridadep.gov/waste/petroleum-restoration/forms/cost-share-site-contractor-recommendation-sheet>.

**If you elected a 25% cost savings as demonstrated in the form of conditional closure of RMO II, you must include as backup documentation to the PCPP Agreement the following items:**

- A general recommended course of action and cost proposal. If the RMO II is for less than total cleanup versus RMO I, the proposal must clearly demonstrate that the proposed course of action will achieve 25% cost savings. Failure to clearly demonstrate a cost savings to the State may result in unsuccessful negotiation of the PCPP Agreement.
- An executed PCPP Conditional Closure Agreement including its Attachment B Conditional Closure Agreement Contractor Recommendation (<https://floridadep.gov/waste/petroleum-restoration/documents/pcpp-conditional-closure-agreement>). (this document will become a part of the PCPP Agreement as Exhibit B)
- An interim declaration of interim restrictive covenant for PCPP discharges only (DIRC; this DIRC is not the same as nor does it not go through the same DEP review as a DRC under Rule 62-780.680, F.A.C.) (<https://floridadep.gov/waste/petroleum-restoration/documents/declaration-interim-restrictive-covenant-pcpp>). (this document will become a part of the PCPP Agreement as Exhibit B)

**2. Participant is paying a 25% copayment of the cost to cleanup. Please initial by this selection only if this is the option elected.**

By electing to offer the Department a 25% copayment, you are committing to paying 25% of all costs (up to the State's funding cap limitations). You must timely and directly pay your ATC. The ATC will invoice you at intervals for Department approved work performed at the site.

If you elected to pay the 25% copayment/cost share you must include the following as backup documentation to the PCPP Agreement:

- The PCPP Scope of Work and Cost Estimate (template located at <https://floridadep.gov/waste/petroleum-restoration/documents/cost-estimate-template-pcpp>). This includes the proposed course of action with task breakdown, cost estimate and the proposed cleanup endpoint. If your Cost Share Site Contractor Recommendation Sheet indicates an ATC, they can complete the cost estimate on your behalf. If your Cost Share Site Contractor

Recommendation Sheet indicates FDEP is electing the ATC, FDEP will complete a cost estimate on your behalf.

- Cost Share Site Contractor Recommendation Sheet (<https://floridadep.gov/waste/petroleum-restoration/forms/cost-share-site-contractor-recommendation-sheet>).

**3. Participant is providing a combination of both a copayment and cost savings equal to 25% of the cost of cleanup. Please initial by this selection only if this is the option elected.**

By electing to offer the Department a combination of a copayment plus cost savings equal to 25%, you are committing to providing 25% of all costs with a negotiated split as specified between you and your recommended ATC. An example of this split might be that the ATC will reduce its rates to achieve a 15% cost savings and you will pay 10% copayment of the cost of cleanup (up to the funding cap limitations). You must timely and directly pay your ATC. The ATC will invoice you at intervals for approved work performed at the site.

If you elected to pay the 25% copayment/cost savings combination you must include the following as backup documentation to the PCPP Agreement:

- The PCPP Scope of Work and Cost Estimate (template form is located at <https://floridadep.gov/waste/petroleum-restoration/documents/cost-estimate-template-pcpp>). This includes the proposed course of action with task breakdown, cost estimate and the proposed cleanup endpoint with the negotiated split. If the proposed course of action and cost estimate does not include the required cost savings (detailed breakdown of copay and reduction percentages) and timetable, the submittal may be deemed insufficient and you will need to re-submit.
- The Commitment of Rate Reduction Letter (template is located at <https://floridadep.gov/waste/petroleum-restoration/documents/pcpp-atc-rate-letter-commitment-rate-reduction>) from the ATC committing to a reduction of its DEP ATC rates (this letter will become a part of the PCPP Agreement as Exhibit B)  
Cost Share Site Contractor Recommendation Sheet (<https://floridadep.gov/waste/petroleum-restoration/forms/cost-share-site-contractor-recommendation-sheet>).

If during the review it is noted that the cost to closure will exceed the \$400,000 cap, the PCPP staff may request the use of \$100,000 auxiliary funding via memo. If approved, the PCPP staff will revise the PCPP Agreement paragraph 4 to increase the cap to \$500,000. No action is required on the participant's part and no other aspects of the agreement change.

**\* If a facility does not have an executed site access agreement (SAA) prior to the PCPP Agreement completion, the PCPP Agreement with Site Access is required. The PCPP Agreement with Site Access include SAA language and options under section 13.** The SAA can only be completed by the real property owner. The SAA will include permission for necessary cleanup related activities and a section to complete (A-D) wherein the Participant selects "YES" or "NO" to questions regarding options available related to site access. If you have questions regarding the PCPP Agreement or Site Access, please call the PCPP Coordinator at 850-245-8882 or email [DWM\\_PRP\\_PCPP@FloridaDEP.gov](mailto:DWM_PRP_PCPP@FloridaDEP.gov).