

Petroleum Cleanup Participation Program (PCPP) Petroleum Restoration Program (PRP) Internal Process

1. When a PCPP discharge comes within funding range, the Petroleum Restoration Program (PRP), through the Administrative Services Contract (ASC), will at a minimum research the site file, County Property Appraiser's website for the location of the property to which DEP needs access for the identification of the current property owner and other databases (such as STCM, ERIC and, for corporations and LLCs, sunbiz.org, attorneys - flabar.org, P.E.s or P.G.s- myfloridalicense.com,) as necessary to confirm the current mailing address of the current real property owner; and send an owner/responsible party (RP) one of two letters, either:

Limited Contamination Assessment Report (LCAR) required

- a. An **INITIAL** noticing of funding letter (1a) indicating that funding is available for cleanup of the petroleum contamination and that a LCAR is required to be submitted (followed by a PCPP Agreement 60 days after an LCAR is approved if remediation is required).
 - i. The owner/RP will be notified of the requirement to submit an LCAR and given 60 days from the initial noticing of funding letter to initiate the LCAR. Owners/RP must provide PRP their intent to submit the LCAR within the 60 day period and at a minimum, supply PRP with the contractor name performing the LCAR work. The LCAR must be submitted within 270 days from the initial noticing of funding letter.
 - ii. After 30 days the ASC will reach out to the Owner/RP by email and telephone, at least one time, if an email address or telephone number is available, to confirm progress of the LCAR process. A communication log will be completed and inserted into Oculus.
 - iii. If no response is received within 60 days, a **FOLLOW UP** letter (2) will be issued by the ASC. The owner/RP will be required to provide their intent to submit (at a minimum, supply PRP with the contractor name) the LCAR within 30 days from the date of this letter.
 - iv. If no response is received within the 30 days, a certified **FINAL** warning letter (3) will be issued by ASC. The owner/RP will be required to submit their intent to provide an LCAR within 14 days or funding eligibility will be revoked.
 - v. If no response is received within the 14 day period, ASC staff has 10 calendar days to do the owner /RP research and complete the Attachment A. Within 10 calendar days ASC staff must forward the completed document to the PCPP Coordinator with the backup documentation for evaluation. Upon approval of Attachment A, ASC staff will draft the Order to revoke eligibility and route for approval through the PCPP

Coordinator. The PCPP Coordinator will review the document and, if approved, forward to the Program Administrator for review and approval.

OR

LCAR or equivalent data available

- b. An **INITIAL** noticing of funding letter (1b) indicating that funding is available for cleanup of the petroleum contamination, that an LCAR or equivalent [such as Site Characterization Screening (SCS), Low Score Site Initiative (LSSI) or Low Score Assessment (LSA), etc.] was previously approved, and that a PCPP Agreement and backup documentation is now required. (All request letters will include a pre-filled PCPP Agreement with instructions referring them to the guidance and agreement template which are also available on the internet at <https://floridadep.gov/waste/petroleum-restoration/content/petroleum-cleanup-participation-program-pcpp>.) There are two versions of the PCPP Agreement: one *without* site access language and selection options included (Standard PCPP Agreement), and one *with* site access language and selection options included (Access and PCPP Agreement). ASC staff must research if a facility has a valid executed site access agreement (SAA) with the real property owner before mailing/emailing the noticing of funding letters with appropriate PCPP Agreement template copy/link to the real property owner or the RP (“Participant” of the PCPP Agreement). If a facility has additional eligible discharges, then ASC will request approval from the Site Access Coordinator to send separate SAA, if required, as a stand-alone document and the owner/RP will receive a request for the Standard PCPP Agreement.
- i. The owner/RPs will be required to submit a PCPP Agreement within 60 days of the **INITIAL** noticing of funding letter (1b) to the e-mailbox **DWM_PRP_PCPP@FloridaDEP.gov** or to the letterhead address if mailing.
 - ii. After 30 days the ASC will reach out to the Owner/RP by email and telephone, at least one time, if an email address or telephone number is available, to confirm progress of the PCPP agreement. A communication log will be completed and inserted into Oculus.
 - iii. If no response is received within the 60 day period, the **FOLLOW UP** letter (2) will be issued by the ASC notifying the owner/RP to submit the PCPP Agreement within 30 days.
 - iv. If no response is received within the 30 day period, the certified **FINAL** warning letter (3) will be issued by ASC. The owner/RP will be required to submit the PCPP Agreement within 14 days or eligibility will be revoked.
 - v. If no response is received within the 14 day period, ASC staff has 10 calendar days to do the owner /RP research and complete the Attachment A. Within 10 calendar days ASC staff must forward the completed

document to the PCPP Coordinator with the backup documentation for evaluation. Upon approval of Attachment A, ASC staff will draft the Order to revoke eligibility and route for approval through the PCPP Coordinator. The PCPP Coordinator will review the document and, if approved, forward to the Program Administrator for review and approval.

ASC staff will provide electronic copy (ec) to the PCPP Coordinator on all letters or correspondence and track submittals and responses. The ASC staff will insert all letters in OCULUS under PCPP and update STCM with the due date of LCAR reports (270 days from initial letter). ASC staff will include LCAR and PCPP Agreement data with the weekly Site Access Report.

2. If an LCAR is received within the specified timeframes, a PCPP Team Professional geologist or engineer (P.G./P.E.) will review the report. A comment letter may be issued for insufficiencies requiring responses. If the report meets requirements, the P.G./P.E. will issue an approval letter. The P.G./P.E. will copy the PCPP Coordinator and ASC staff on all letters. The approval letter will indicate to the owner/RP if the facility qualifies for closure or if remediation is required and indicate if a PCPP Agreement and backup documentation is now required. The initial noticing of funding letter (sent by ASC staff) will refer them to the guidance and agreement templates available on the internet at <https://floridadep.gov/waste/petroleum-restoration/content/petroleum-cleanup-participation-program-pcpp>.
 - a. PCPP Coordinator and ASC will follow criteria as outlined in section 1(b) to obtain a PCPP Agreement. PCPP Coordinator and ASC will track submittals and responses and will insert all letters in OCULUS under PCPP
3. All PCPP Agreements will be for the maximum ceiling of \$400,000 per eligible PCPP discharge (less any monies spent to date) with an additional \$100,000 available in auxiliary funding if needed (site manager must submit a PE/PG initialed memo to the PCPP Team for approval before the PCPP Team drafts required documents for the authorization of these funds). In rare instances, an original agreement may require all funding (\$500,000) to cover the cost of remediation and cleanup. In these instances, the PCPP staff will follow section 6 guidance below for an auxiliary funds memo and the PCPP Agreement will be for the full \$500,000. The owner/RP must indicate in the PCPP Agreement if they will provide the State with a 25% copayment, cost-savings, or a combination of both. Additionally, all owners/RPs must complete a Cost Share Site Contractor Recommendation Sheet (CSCRS) as backup documentation to the PCPP Agreement. Depending on the selection chosen by the owner/RP **additional backup documentation may be required** as follows:
 - a. For owners/RP who elect to provide a 25% copayment, only the CSCRS and a scope with cost estimate to closure are required as backup documentation. The owner/RP may elect to have PRP select an Agency Term Contractor (ATC) with this option.

If the owner/RP elects on the CSCRS to have PRP select the ATC, the PCPP staff will generate a scope and cost estimate.

- b. For owners/RP who elect a 25% cost-savings, demonstrated by reduced rates or conditional closure, the CSCRS is required as part of the backup documentation to be submitted with the PCPP Agreement **and**:
 - i. **If the cost savings is demonstrated through reduced rates**, the Owner/RP's recommended contractor must complete the PRP written statement of commitment to and acceptance of a rate reduction. The letter of commitment is available for download from here:
<https://floridadep.gov/waste/petroleum-restoration/documents/pcpp-atc-rate-letter-commitment-rate-reduction>. This letter will become a part of the PCPP Agreement as Exhibit B. Under this selection it is **not** possible for the PRP to select an ATC, one must be recommended by the owner/RP.
 1. Additionally, the owner/RP must submit the DEP scope of services and cost estimate form found here:
<https://floridadep.gov/waste/petroleum-restoration/documents/cost-estimate-template-pcpp>.
 - ii. **If the cost savings is demonstrated through conditional closure Risk Management Option II (RMO II)** the owner/RP will be required to submit as backup documentation a PCPP Conditional Closure Agreement (CCA) as well as an interim declaration of restrictive covenant (DIRC) for PCPP discharges. The CCA, as Attachment B, is the contractor recommendation form. Under this selection the owner/RP can recommend an ATC or elect to have the PRP select an ATC.
 1. Additionally, a general recommended course of action and cost proposal must be submitted. 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.
- c. For owners/RP who elect a 25% cost-savings and copayment combination, demonstrated by reduced rates or conditional closure, the CSCRS is required as part of the backup documentation to be submitted with the PCPP Agreement **and**:
 - i. The Owner/RP's recommended contractor must complete the PRP written statement of commitment to and acceptance of a rate reduction. The letter of commitment is available for download from here:
<https://floridadep.gov/waste/petroleum-restoration/documents/pcpp-atc-rate-letter-commitment-rate-reduction>. This letter will become a part of the PCPP Agreement as Exhibit B. Under this selection it is **not** possible for the PRP to select an ATC, one must be recommended by the owner/RP. Additionally, the owner/RP must submit the DEP scope of services and cost estimate form (with the ATC rate reduction and owner/RP copayment split) found here:

<https://floridadep.gov/waste/petroleum-restoration/documents/cost-estimate-template-pcpp>.

4. The PCPP Coordinator and staff will review the completed PCPP Agreement and backup documentation. Some PCPP Agreements may include site access agreement language (if site access has not been obtained from the real property owner prior to the PCPP Agreement request). ASC reviews CCA and DIRC documents (if applicable) and the site access portion of the PCPP Agreement (if applicable) to verify it is in accordance with the current site access procedures.
 - a. If the Agreement and backup documentation are sufficient, the Agreement will be sent to the Program Administrator (PA) for full execution. Once the agreement is executed, a copy of the executed agreement will be sent to the owner /RP. The PCPP Coordinator and staff will place a copy of the fully executed Agreement along with all backup documents in Oculus under Fiscal, Cost Share Agreement Related. PCPP Agreements that include SAA language and options will be uploaded in Oculus under Administrative, Site Access Related. The PCPP ceiling for the executed agreement will be entered in STCM by the PCPP Coordinator. Upon full execution, the CSCRS will be sent to Team 3 for validation (facilities opting for RMO II as their 25% cost savings with Attachment B as their contractor recommendation are validated by ASC during the CCA/DIRC review process).
 - b. If an Agreement and backup documentation are insufficient, the PCPP Coordinator and staff will contact the owner/RP (“Participant” and ATC if applicable) and convey the items needed to meet requirements of the PCPP Agreement.
 - c. In the rare instance a PCPP Agreement is received and the participant is different from the real property owner, the ASC staff must request approval from the Site Access Coordinator to issue a site access agreement request to the real property owner (if a SAA with the property owner is not already on file).
5. Site Managers (SM) are notified by PRP of sites with a fully executed PCPP Agreement (and SAA if applicable) and when a validated CSCRS is complete. If the site is within funding range and does not have a SM, then one is assigned. The SM follows the procedure for generating a scope of work and purchase order (PO):
 - a. For sites where a copayment was selected, the SM will draft a scope of work with their supervising professional and issue the PO with DEP portion at 75%. As work/tasks are approved, the SM will follow the established process to verify that the copayment was timely paid to the ATC by the owner/RP. Documentation submitted by the participant as proof of payment must be uploaded to Oculus under PCPP.

- b. For sites where the 25% cost-savings was selected, the SM will utilize the approved proposal and scope of work included with the Agreement to draft a scope of work and PO.
 - i. The savings offered should be applied in the SPI if rates were reduced; the savings offered should be noted in the scope.
 - ii. If the 25% cost savings offered was in the form of Risk Management Option II, the SM will prepare the scope of work with the RMO II end goal in mind using the ATC rates without a cost share or savings entered and indicate in the scope and a comment in MFMP that the cost savings is via conditional closure.
 - c. For sites where a combination of cost-savings and copayment equal to 25% was selected, the SM will utilize the approved proposal and scope of work included with the Agreement to draft a scope of work. Both the cost savings percentage and the copayment percentage must be inserted into the SPI. The SPI directions should detail the percentage for each copayment and cost savings so that the template is generated reflecting each correctly. As work/tasks are approved, the SM will follow the established process to verify that the copayment was timely paid to the ATC by the owner/RP. Documentation submitted by the participant as proof of payment must be uploaded to Oculus under PCPP.
 - d. For Agreements where site access is included in the PCPP Agreement language and options were selected regarding site access, site managers must review the owner/RP selections. Site managers must ensure appropriate actions are taken regarding the owner/RP selection. An example might be copying contract specialists during the SPI/PO generation to indicate if the owner wishes to reject one ATC.
6. Site managers, at the time a site is assigned to them, should verify that they have an executed site access and PCPP agreement with the current owner/RP prior to moving forward with each scope of work. If there is a change in status, site managers should notify the PCPP Coordinator via email immediately to request necessary actions (new PCPP Agreement, site access, etc).
 7. For PCPP discharges with existing **valid** Agreements executed before July 1, 2020, no action is required. These projects may proceed as described in the executed PCPP Agreement. If a Site Manager requires additional funds beyond the original Agreement (and any subsequent Amendments), an Amendment may be requested and completed for the maximum funding available remaining in the \$400,000 cap. Site manager can also request the use of auxiliary funds as follows:
 - a. Site Managers must complete a memo describing the need for use of auxiliary funding for additional remediation or monitoring to make a No Further Action (NFA) decision. This memo should be submitted via email to the PCPP Coordinator.

- b. The PCPP Coordinator and staff will review the memo and generate a PCPP Agreement Amendment for the maximum funding of \$100,000 and include the memo as an attachment.
 - c. The PCPP Agreement Amendment will be issued to the owner/RP by the PCPP Coordinator and staff; the SM and the Agency Term Contractor (ATC) will be copied.
 - d. The owner/RP will have 30 days to sign and return the PCPP Agreement Amendment.
 - e. Once the PCPP Agreement Amendment is received, it will be reviewed by the PCPP Coordinator and staff, then sent to the PA for full execution. Once the agreement is executed a copy of the executed agreement will be sent to the owner/RP and a copy to the ATC. The PCPP Coordinator and staff will place a copy of the fully executed Agreement and the memo in Oculus. The PCPP ceiling for the executed agreement will be entered in STCM by the PCPP Coordinator.
8. For PCPP discharges with existing valid Agreements executed before July 1, 2020, owners/RP may request a *new* PCPP Agreement to incorporate the options of a cost savings through reduced rates or RMO II or a combination of cost savings and copayment. The process for an owner/RP to replace their existing agreement with a new agreement is as follows:
- a. An owner/RP (or designated representative) may request to negotiate the existing PCPP Agreement by sending written request to the site manager or PCPP Coordinator at DWM_PRP_PCPP@floridaDEP.gov.
 - b. The PCPP Coordinator will then review the request provided and if adequate, ASC will provide the owner/RP with the appropriate PCPP Agreement as outlined in section 3 and follow the timelines established in section 1b.
 - c. If a new agreement is issued, the new Agreement replaces the previous/original agreement to incorporate the new copayment and/or cost savings options.
 - d. If there is an open purchase order (PO), site managers will complete the existing task by making it the final deliverable and canceling any remaining tasks. Critical tasks under the existing PO will only continue if they are necessary ongoing activities such as O & M or utility payments while a new PO is being issued. Subsequent PO will be drafted incorporating the new copayment and/or cost savings percentage as per the newly generated agreement.