

## PCPP PRP Internal Process

1. When a PCPP discharge comes within funding range, the Petroleum Restoration Program (PRP), through the Administrative Services Contract (ASC), will research the site file; and send an owner/responsible party (RP) one of two letters, either:

### **LCAR required**

- a. An **INITIAL** noticing of funding letter indicating that funding is available for cleanup of the petroleum contamination and that a Limited Contamination Report (LCAR) is required to be submitted (followed by a PCPP Agreement 60 days after an LCAR is approved).
  - i. The owner/RP will be notified of the requirement to submit a LCAR and given 60 days from the initial noticing of funding letter to initiate the LCAR. The LCAR must be submitted within 270 days from the initial noticing of funding letter.
  - ii. 30 days into the 270 day period, the PCPP team will reach out to the owner/RP to confirm progress of the LCAR process. A communication log will be completed and inserted into Oculus.
  - iii. If no response is received and no LCAR is received within the 270 day period, a follow up letter will be issued by the ASC. The owner/RP will be required to submit the LCAR within 30 days from this letter.
  - iv. If no response is received within the 30 days, a certified final letter will be issued by ASC. The owner/RP will be required to submit the LCAR within 14 days or funding eligibility will be revoked.
  - v. If no response is received within the 14 day period, PCPP staff will draft the Order to revoke eligibility and route for approval through the PCPP Coordinator and the Program Administrator, then submit to the Division Director for signature.

### **OR**

### **LCAR or equivalent data available**

- b. An **INITIAL** noticing of funding letter indicating that funding is available for cleanup of the petroleum contamination, that an LCAR or equivalent [Site Characterization Screening (SCS), Low Score Site Initiative (LSSI) or Low Score Assessment (LSA)] was previously approved, and that a PCPP Agreement and backup documentation is now required referring them to the guidance and agreement template available on the internet at <https://floridadep.gov/waste/petroleum-restoration/content/petroleum-cleanup-participation-program-pcpp>.

- i. The owner/RPs will be required to submit a PCPP Agreement within 60 days of the **INITIAL** noticing of funding letter to the e-mailbox [DWM\\_PRP\\_PCPP@floridaDEP.gov](mailto:DWM_PRP_PCPP@floridaDEP.gov) or to the letterhead address if mailing.
- ii. 30 to 45 days into the 60 day period the PCPP team will reach out to the owner/RP to confirm progress of the PCPP Agreement completion. A communication log will be completed and inserted into Oculus.
- iii. If no response is received within the 60 day period, a follow up letter 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, a certified final letter 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, PCPP staff will draft the Order to revoke eligibility and route for approval through the PCPP Coordinator and the Program Administrator, then submit to the Division Director for signature.

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.

2. If an LCAR is received within the specified timeframes, a PCPP Team Professional Geologist (P.G.) will review the report. A comment letter may be issued for insufficiencies requiring responses. If the report meets requirements, the P.G. will issue an approval letter, copying the PCPP Coordinator, indicating to an owner/RP the PCPP Agreement and backup documentation is now required as explained in the initial noticing of funding letter and referring them to the guidance and agreement template available on the on the internet at <https://floridadep.gov/waste/petroleum-restoration/content/petroleum-cleanup-participation-program-pcpp>.
  - a. PCPP Coordinator and staff will follow criteria as outlined in section 1(b) to obtain a PCPP Agreement. PCPP Coordinator and staff 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 discuss with their supervising professional the scope and services, then submit an initialed memo to the PCPP Team for approval before the PCPP Team drafts required amendment 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 site manager will follow the above guidance for a 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 is required as backup documentation. The owner/RP may recommend an Agency Term Contractor (ATC) or elect to have PRP select an ATC under this option. Under this option a PCPP Team professional shall review the site file and draft a PCPP Scope of Work and Cost Estimate to be included as backup documentation. If the PCPP Team professional cost estimate is greater than the \$400,000 cap, they will request the supplemental funding memo from the site manager (if assigned) to increase the cap to \$500,000.
- b. For owners/RP who elect a 25% cost-savings, demonstrated in the form of reduced ATC rates or the difference in cost of Risk Management Option I (RMO I versus RMO II 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 a reduction in ATC rates, the Owner/RP's recommended ATC must provide written statement of commitment and acceptance of a rate reduction. The letter of commitment is available for download here: <https://floridadep.gov/waste/petroleum-restoration/content/petroleum-cleanup-participation-program-pcpp>. This letter will become a part of the PCPP Agreement as Exhibit A. 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 PRP with a scope of services and cost estimate form found here: <https://floridadep.gov/waste/petroleum-restoration/content/petroleum-cleanup-participation-program-pcpp>. An engineer or geologist from the PCPP Team will review the scope of services and cost analysis for sufficiency; the PCPP Agreement will not be processed until after these documents have been reviewed and found sufficient. The submitted scope and cost are not the final scope and cost. The final scope and cost shall be generated by the site manager (they will use the submitted documents as a guide in collaboration with the contractor).
  - ii. If the cost savings is demonstrated through conditional closure (RMO II) the owner/RP can recommend an ATC or elect to have PRP select an Agency Term Contractor. Additionally, the owner/RP must include a signed PCPP Conditional Closure Agreement (CCA) (found here: <https://floridadep.gov/waste/petroleum-restoration/documents/pcpp->

[conditional-closure-agreement](https://floridadep.gov/waste/petroleum-restoration/documents/declaration-interim-restrictive-covenant-pcpp)) and a Draft Interim Restrictive Covenant (IRC) (found here: <https://floridadep.gov/waste/petroleum-restoration/documents/declaration-interim-restrictive-covenant-pcpp>) as backup documentation. (ASC will review the CCA and IRC; the PCPP Agreement will not be processed until after these documents have been reviewed and found sufficient).

- c. For owners/RP who elect a combination of copayment and cost-savings totaling 25%, the CSCRS is required as part of the backup documentation submitted with the PCPP Agreement **and**:
    - i. If the cost savings is demonstrated through a reduction in ATC rates, the Owner/RP's recommended ATC must provide written statement of commitment and acceptance of a rate reduction. The letter of commitment is available for download here: <https://floridadep.gov/waste/petroleum-restoration/content/petroleum-cleanup-participation-program-pcpp>. This letter will become a part of the PCPP Agreement as Exhibit A. 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 PRP with a scope of services and cost estimate form found here: <https://floridadep.gov/waste/petroleum-restoration/content/petroleum-cleanup-participation-program-pcpp>. An engineer or geologists from PCPP Team will review the scope of services and cost analysis for sufficiency; the PCPP Agreement will not be processed until after these documents have been reviewed and found sufficient. The submitted scope and cost are not the final scope and cost. The final scope and cost shall be generated by the site manager (they will use the submitted documents as a guide in collaboration with the contractor).
    - ii. If the cost savings is demonstrated through conditional closure the owner/RP can recommend an ATC or elect to have PRP select an Agency Term Contractor. Additionally, the owner/RP must include a signed PCPP CCA (found here: <https://floridadep.gov/waste/petroleum-restoration/documents/pcpp-conditional-closure-agreement>) and a Draft IRC (found here: <https://floridadep.gov/waste/petroleum-restoration/documents/declaration-interim-restrictive-covenant-pcpp>) as backup documentation. (ASC will review the CCA and IRC; the PCPP Agreement will not be processed until after these documents have been reviewed and found sufficient).
4. The PCPP Coordinator and staff will review the completed PCPP Agreement (Exhibit A if applicable) and all backup documentation.
    - 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. 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.

- b. If an Agreement and backup documentation are insufficient, the PCPP Coordinator and staff will contact the owner/RP (and ATC if applicable) and convey the items needed to meet requirements.
5. Site Managers (SM) are notified of sites with a fully executed Agreement with validated CSCRS. 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.
  - b. For sites where the 25% cost-savings was selected, the SM will utilize the approved proposal and scope of work form included with the Agreement as backup documentation to draft a scope of work and PO.
    - i. The savings offered should be noted during task assignment for contracts section to generate an SPI with a 25% cost savings; the cost savings offered should be noted in the scope of work.
    - ii. If the 25% cost savings offered was in the form of RMO II, the SM will draft the scope of work with the RMO II end goal in mind using the ATC rates without a cost share or savings entered. SM shall indicate in the scope and include a comment in MFMP that the cost savings is demonstrated via conditional closure.
    - iii. For sites where a combination of copayment and cost-savings was selected, the SM will utilize the approved scope of work and cost estimate form, included with the Agreement as backup documentation, when indicating in the TA what percentages to split. Both the cost savings percentage and the copayment percentage as listed on the form must be included into the task assignment description for contracts so that the SPI 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.
6. 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 Agreement. If a SM 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.
7. For PCPP discharges with existing valid Agreements executed before July 1, 2020, owners/RP may request existing new Agreement to incorporate the options of a cost savings through reduced rates/RMO II or a combination of copayment and cost savings. 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 PCPP Coordinator at [DWM\\_PRP\\_PCPP@floridaDEP.gov](mailto:DWM_PRP_PCPP@floridaDEP.gov).
  - b. The PCPP Coordinator and staff will then review the request provided and if adequate, provide the owner/RP with a link to the PCPP Agreement application as outlined in section 2 and 3.
  - c. If a new agreement is issued, the new Agreement replaces the previous/original agreement to incorporate the new copayment and/or cost savings.
  - d. The current PO will complete the existing task(s) and a subsequent PO will be drafted incorporating the new copayment and/or cost savings percentage. PO task(s) will continue to proceed until a new fully executed agreement is issued and the current task(s) is complete and received a final invoice. Additional tasks under the existing PO will only be started under the pre-July 1, 2020 agreement if necessary to continue certain ongoing activities such as O & M or utility payments while a new PO is being issued.