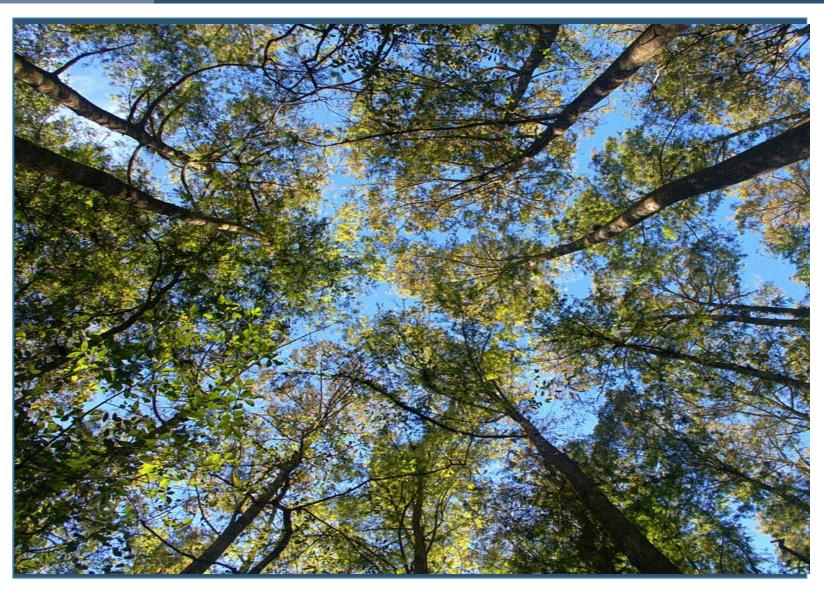


Ken Busen, P.G. and Grace Rivera, FCCM, FCCN Division of Waste Management/Petroleum Restoration Program Florida Department of Environmental Protection

Tallahassee, Florida | April 15-17, 2025





#### **Presentation Agenda**

- General Overview of PCPP
- PCPP Agreement
   Options



Petroleum Cleanup Participation Program (PCPP)

• PCPP is a cost-sharing (**25% obligation**) clean-up eligibility program that provides rehabilitation funding assistance to owners/Responsible Parties (RPs), for property currently contaminated by a petroleum discharge occurring before Jan. 1, 1995. Funding cap is \$400,000.00 per discharge. \$100,000 auxiliary funding may be approved.





#### PCPP

• When a discharge comes into priority score funding range, the Department of Environmental Protection (DEP) will send notice to the owner that action must take place (either complete a Limited Contamination Assessment Report (LCAR) or enter a PCPP Agreement if assessment work was previously completed).



- PCPP Agreements require owners/RPs to **elect one** of three options\* to provide their required 25% cost-sharing obligation (participation).
- \*Prior to 2020, all PCPP Agreements had either a 25% copayment or had a financial analysis completed to see what amount, if any, an owner could contribute; all PCPP Agreements executed prior to 2020 are still valid and should be followed.



#### 25% Cost-savings

- Agency Term Contractor (ATC) reduced rates to achieve a 25% cost savings.
- Owner/RP agree to Risk Management Option (RMO) II as a cost savings.

#### 25% Co-payment

#### **25% Combination**

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Any combination of copayments and cost savings equal to 25%.



<ul> <li>PARTICIPANT AGREES TO PROCEED UNDER THE SELECTED OPTION (please select and initial only ONE option and appropriate sub-options if applicable)</li> <li>1. Participant is providing a 25% cost savings to the Department:</li> <li>Attached as Exhibit A the agency term contractor's (ATC's) written acceptance to a reduction in its Department ATC rates.</li> <li>OR</li> <li>Attached as Exhibit A is the Participant's executed PCPP Conditional Closure Agreement (CCA, including Attachment B Conditional Closure Agreement Contractor Recommendation) with an endpoint of RMO II. Also attach evidence of a properly recorded interim declaration of restrictive covenant.</li> </ul>	
<ul> <li>Participant is paying a 25% copayment of the cost to cleanup.</li> <li>Participant Initials Ir copayment selected</li> <li>O Participant is providing a combination of both a cost savings and copayment equal to 25% of the cost of cleanup (Attached as Exhibit A, recommended ATC's written acceptance to a reduction in its Department ATC rates and the Participant Initials copayment percentage combination.</li> </ul>	7





#### **EXEMPT FROM COST-SHARING**

Florida Statute (FS) 376.3071(4)(q) – A state agency that would otherwise be required to pay for an LCAR or a PCPP cost-share (state agency is the property owner or responsible party, for example) does not need to do so.

These Agreements will look different; they will indicate DEP will pay 100% of cleanup costs (up to \$400,000) plus auxiliary funds if needed.





#### F.S. 376.3071 (13)(c) Revisions Effective July 1, 2016

DEP may approve **supplemental funding** for the eligible discharge of up to \$100,000 for additional remediation and monitoring, if such remediation and monitoring is necessary to achieve a determination of "No Further Action" (i.e. Site Rehabilitation Completion Order (SRCO), Site Rehabilitation Completion Order with Conditions (SRCOC)).



How does this affect you?

**Storage Tank Contamination Monitoring (STCM) Schedule of Pay Items (SPI):** You must review the PCPP Agreement to determine what percentage cost share DEP will pay and include in the description section which option the owner/RP elected:

- **25% copayment** elected = DEP 75%.
- 25% cost savings.
  - via ATC rate reduction = DEP 100% with comment in the description to utilize a 25% cost savings SPI.
  - via RMO II = DEP 100% with comment in the description indicating 25% cost savings being met based on scope of RMO II (vs. RMO I) as closure endpoint.



#### How does this affect you?

**STCM SPI:** You must review the PCPP Agreement to determine what percentage cost share DEP will pay and include in the description section which option the owner/RP elected:

25% combination = DEP X% with comment in the description to utilize X% a 25% cost savings SPI. (Example: Owner willing to pay 10% and ATC willing to reduce rates to achieve 15% cost savings = DEP 90% with 15% cost savings SPI).

The contracts team will add the cost savings percentage into the SPI template ensuring the total cost to DEP is correct.



#### How does this affect you?

**STCM SPI:** You must review the cost share contractor recommendation sheet (or conditional closure agreement if RMO II elected) to determine how the work will be assigned to an ATC: include in the description section which option the owner/RP elected:

- DEP to select.
- Direct Assign.



How does this affect you?

#### **Deliverable Review Letters (DRL):**

- 25% copayment elected = DRL must indicate the owners cost share due to the ATC for the task; separate letter/correspondence simultaneously sent to owner/RP indicating their cost share and requirement to provide proof of payment within 40 days.
- 25% cost savings = no change to DRL.
- 25% combination = DRL must indicate the owners cost share due to the ATC for the task; separate letter/correspondence simultaneously sent to owner/RP indicating their cost share and requirement to provide proof of payment within 40 days.



How does this affect you?

#### DRL for sites where the Agreement was executed before 2020:

- 25% copayment = DRL must indicate the owners cost share due to the ATC for the task; separate letter/correspondence simultaneously sent to owner/RP indicating their cost share and requirement to provide proof of payment within 40 days.
- Indigent = no change to DRL. At the close of the discharge, you are required to notify PCPP Coordinator so the Department can determine if cost recovery will be sought. Indigent PCPP agreement is not transferable to a new owner.



How does this affect you?

# My owner/RP had an Agreement prior to 2020 and now they want a new PCPP Agreement:

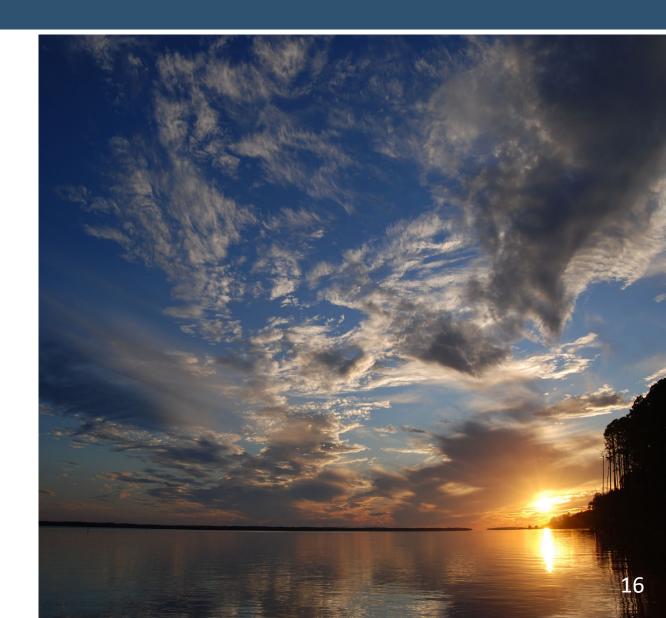
- This is allowable. Finish a Purchase Order (PO) (the final invoice must be received) if one is open.
- Coordinate the development of a new Scope of Work (SOW)/SPI after the new agreement is executed, unless there are continuing costs, such as leasing remediation equipment or utilities.
- Notify the PCPP Coordinator of the owner/RPs request so that they may begin the process for generating and executing a new PCPP Agreement.



#### RESOURCES

#### **RESOURCES**:

- <u>PCPP Agreement</u>
- <u>Cost Share Site Contractor</u> <u>Recommendation Sheet</u>





## **THANK YOU**

Ken Busen and Grace Rivera Division Waste Management/Petroleum Restoration Program Florida Department of Environmental Protection

> Contact Information: 850-245-8882 Grace.Rivera@FloridaDEP.gov Ken.Busen@FloridaDEP.gov