

STATE OF CALIFORNIA
UNDERGROUND STORAGE TANK
CLEANUP FUND

REIMBURSEMENT REQUEST
INSTRUCTIONS



STATE WATER RESOURCES CONTROL BOARD
DIVISION OF CLEAN WATER PROGRAMS

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STATE WATER RESOURCES CONTROL BOARD
DIVISION OF CLEAN WATER PROGRAMS

REIMBURSEMENT REQUEST INSTRUCTIONS
UNDERGROUND STORAGE TANK CLEANUP FUND

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NO.

EXHIBITS

1. Blank "Reimbursement Request" (Form USTCF-REQ)
2. Blank "Spreadsheet"
3. Example "Spreadsheet" for Reimbursement Request No. 1
4. Example "Reimbursement Request No. 1" form
5. Example "Spreadsheet" for Reimbursement Request No. 2
6. Example "Reimbursement Request No. 2" form
7. "Bid Summary Sheet"
8. "UST Recommended Minimum Invoice Cost Breakdown"
9. "Example Of An Invoice That Matches Work Performed"
10. "Example Of A Narrative Work Description"
11. "UST Cleanup Fund Certification of Non-Recovery From Other Sources"
12. "Vendor Data Record" (Std. form 20')
13. "Authorized Representative Designation" form
14. **"Reimbursement Request Checklist For Required Documents"**

REIMBURSEMENT REQUEST INSTRUCTIONS UNDERGROUND STORAGE TANK CLEANUP FUND

GENERAL INFORMATION

The following instructions outline steps to assist you in the completion of the form "**REIMBURSEMENT REQUEST - UNDERGROUND STORAGE TANK CLEANUP FUND**".

You are encouraged to read and follow these instructions before submitting a claim for reimbursement of funds. **Reimbursement requests which are not in accordance with these instructions or are in error will be returned for corrections.**

If you have any questions regarding these instructions, please contact the Underground Storage Tank Cleanup Fund of the State Water Resources Control Board at (916) 227-4307.

WHAT WILL THE FUND REIMBURSE?

Reasonable and necessary costs incurred for corrective action work performed after January 1, 1988; and

Costs of bodily injury or property damage to third parties incurred by the third party after January 1, 1988 (***Third Party Claims***, See definition on page 4).

REIMBURSEMENTS AS APPLIED TO LETTER OF COMMITMENT

We can only make payments up to the amount allocated by your Letter of Commitment (LOC). If your corrective action costs are going to exceed the LOC amount, submit your reimbursement request for the actual amount of incurred costs (even if the costs exceed your LOC amount) and we will amend the LOC accordingly. **You do not have to request an amendment to the LOC to raise the amount of allocation.** However, you must request an amendment to the LOC for other changes such as name change, address change, etc.

DEDUCTIBLE

You are responsible for the deductible which is withheld from your first reimbursement from the Fund. The costs used to satisfy the deductible must be otherwise eligible corrective action costs. Ineligible costs, such as tank removal, etc. cannot be used to satisfy the deductible. Only eligible costs in excess of the deductible amount shall be reimbursable from the Fund. The amount of the deductible is dependent upon your priority classification as follows:

Priority A	\$0
Priority B	\$5,000
Priority C	\$5,000
Priority D	\$10,000

NOTE : If the permitting requirement is waived, the deductible amount is doubled.

REIMBURSEMENT REQUEST INSTRUCTIONS UNDERGROUND STORAGE TANK CLEANUP FUND

MAXIMUM REIMBURSEMENT FROM THE FUND

Reimbursement from the Fund shall not exceed \$1,000,000 less the deductible per occurrence.

HOW OFTEN CAN I REQUEST REIMBURSEMENTS ?

Reimbursement requests for ongoing projects may be submitted on a monthly basis provided the request is not less than \$10,000. Please note that the costs must be incurred, but not necessarily paid at the time you submit your request. This is discussed in more detail in the section "***Costs Incurred But Not Paid***" (page 4).

PROJECT ELIGIBILITY

The Reimbursement Request form should only reflect eligible costs. If a portion of the project is ineligible, then any costs associated with the ineligible portion are also ineligible. For example, assume you are replacing your existing tank along with cleaning up the contaminated soil. The cost of the cleanup is eligible under the program but the removal and replacement of the tank is not eligible. Therefore, any costs associated with the removal and/or replacement of the tank (such as inspection of the tank removal/replacement) are not eligible.

COSTS PAID BY OTHERS

All corrective action costs incurred must be paid by or on behalf of the claimant. No claimant shall be entitled to double payment for the same corrective action costs. There are cases where funds for corrective action costs are advanced to the claimant, or the costs are paid on behalf of the claimant. If the claimant is obligated to repay such advances with any reimbursement received from the Fund, the claimant shall not be considered to have received double payment. Please note, that the reimbursements must be paid over to the person making such an advance and the claimant shall not benefit, directly or indirectly, from such payover.

Corrective action costs which were paid by another party cannot be claimed against the Fund as eligible costs by the claimant unless there was an agreement stipulating that the other party is paying the costs on behalf of the claimant and will be repaid for the money expended. **This agreement must have been executed by the parties involved prior to the costs being incurred.** Therefore, before any reimbursement can be made, you must submit documentation stating why another party is advancing funds for the cleanup, and submit a copy of the agreement stating: (1) what costs the other party is advancing the funds for; and (2) that you (the claimant) are obligated to repay such advances from any reimbursement received from the Fund.

REIMBURSEMENT REQUEST INSTRUCTIONS UNDERGROUND STORAGE TANK CLEANUP FUND

INELIGIBLE COSTS

In addition to any unreasonable and unnecessary costs, the following types of costs are not eligible for reimbursement from the Fund:

- Attorney fees or other legal costs;
- Interest or any finance charge;
- Any cost associated with removal, repair, retrofit, or installation of an underground storage tank or its associated equipment;
- Any cost associated with supervision of corrective action by a claimant, unless licensed to perform corrective action work;
- The cost of soil density tests that are not directly related to the corrective action which is the subject of the claim;
- The cost of environmental audits or pre-purchase agreements, unless performed as part of corrective action;
- The cost of testing for non-hydrocarbon contamination that is not associated with corrective action for the specific claim involved;
- The cost of abandonment of wells not directly impacted by the unauthorized release and not installed or used for corrective action purposes;
- The cost of blacktop or concrete replacement or repair not directly associated with corrective action;
- The cost of demolition or repair of buildings;
- The cost of monitoring devices to detect hydrocarbon contamination in soil, the vadose zone, or water to the extent that they are not used for corrective action;
- The cost of small tools, except as required for corrective action;
- The cost of purchase of equipment, unless the claimant can demonstrate that the purchase of equipment is more cost effective than leasing or renting;
- Any other cost not directly related to corrective action, including, but not limited to, costs associated with completing and filing of claims and appeals; and
- Corrective action costs and third party compensation claim costs which are occasioned by or result from the gross negligence or the intentional or reckless acts of the claimant or the agents, servants, employees or representatives of the claimant.

REIMBURSEMENT REQUEST INSTRUCTIONS UNDERGROUND STORAGE TANK CLEANUP FUND

THIRD PARTY CLAIMS

All third party claims are a result of a final judgment (no default judgment), court-approved settlement, or arbitration award by a court appointed arbitrator imposing liability upon an owner or operator for bodily injury or property damage to a third party as a result of an unauthorized release of petroleum from an underground storage tank. **A third party is someone other than the owner or operator of the tanks or owner or tenant of the site.** You must submit a verified copy of the judgment, settlement, etc.

Only the following types of third party compensation claim costs are eligible for reimbursement from the Fund:

- Medical expenses occasioned by an unauthorized release;
- Actual lost wages or business income caused by an unauthorized release;
- Actual expenses for remedial action necessary to remedy the effects of property damage caused by an unauthorized release; and
- Damages equal to the fair market value of any property rendered permanently unsuitable for beneficial use by an unauthorized release.

COSTS INCURRED BUT NOT PAID

As previously stated, we will pay for eligible corrective action costs incurred even though those costs have not yet been paid to your consultant. However, once you are paid by the Fund for any corrective action cost requested, you must pay the consultant within thirty days. **By signing the Reimbursement Request, you are certifying that you have paid all incurred costs or will pay the incurred costs within 30 days of the receipt of the State funds. If the costs are not paid within 30 days of receipt of the monies received from the Fund, you must return the monies to the State Water Resources Control Board.** In addition, you will have to demonstrate that all corrective action costs have been paid. This is discussed in "*How To Request Reimbursement (D. Invoices and Proof of Payment)*" (page 6).

FINAL PAYMENT

The final reimbursement request is to be made only when all portions of the project are 100 percent complete and the work has been accepted by the Oversight Agency. Your final reimbursement request should be identified as such by entering the word "*FINAL*" after the number of the reimbursement (e.g. "Reimbursement No. 5-Final").

REIMBURSEMENT REQUEST INSTRUCTIONS UNDERGROUND STORAGE TANK CLEANUP FUND

REQUIRED DOCUMENTS

The following documents must be submitted when requesting any reimbursement:

- "Reimbursement Request". **SEE COPY EXHIBIT 1**
- "Spreadsheet". **SEE COPY EXHIBIT 2**
- Copies of supporting documentation for all costs claimed, such as invoices (including subcontractor's invoices), vouchers, time summaries, copies of canceled checks, etc. **SEE EXAMPLE INVOICES; EXHIBITS 8 AND 9**
- Copies of any calculation sheets used to determine eligible/ineligible costs (as applicable).
- "Bid Summary Sheet" **SEE EXHIBIT 7**
- Narrative Work Description **SEE EXAMPLE; EXHIBIT 10**
- "Non-Recovery From Other Sources Disclosure Certification". Submit with first reimbursement request and later as requested. **USE EXHIBIT 11 FROM PACKAGE**
- "Claimant Data Record" (Std. Form 204). **USE EXHIBIT 12 FROM PACKAGE**
- "Authorized Representative Designation" (If Applicable). **USE EXHIBIT 13 FROM PACKAGE**

HOW TO REQUEST REIMBURSEMENT

STEP 1 - GATHER DOCUMENTS TO SUPPORT THE WORK PERFORMED AND THE COSTS INCURRED

A. Bidding documents (as applicable)

- Invitation for bids
- Copies of actual bids
- Bid summary sheet (**EXHIBIT 7**)
- Copies of bids received
- Any justification why bid requirement was not met
- Copies of contracts entered

B. Narrative Work Description (See example; EXHIBIT 10)

A written summary in chronological order describing what occurred on the site.

REIMBURSEMENT REQUEST INSTRUCTIONS
UNDERGROUND STORAGE TANK CLEANUP FUND

HOW TO REQUEST REIMBURSEMENT (Cont.)

C. Reports

Technical reports concerning the unauthorized release and associated cleanup (See "Reimbursement Request Checklist", **EXHIBIT 14**, for further information).

D. Invoices and Proof of Payment

Invoices must be submitted for all costs claimed whether paid for or not. **This includes subcontractor invoices.** Attached is a copy of "Recommended Minimum Invoice Cost Breakdown" (**Exhibit 8**) detailing the type of information that should be contained on the invoice.

Copies of canceled checks (front and back) must be submitted. Attach the copied canceled checks to their associated invoices. **If a cost has been incurred but you have not yet paid that cost, we will still reimburse you for the cost (if eligible). However, you must submit the canceled checks with your next request or all future reimbursements will be withheld.**

STEP 2 - COMPLETE SPREADSHEET

Begin with Line 1 on the Spreadsheet and enter the information for each invoice as shown in the attached examples. (Attached are two examples of completed Spreadsheets; one for your first request (**Exhibit 3**) and one for your second request (**Exhibit 5**)). **The Spreadsheet is to be maintained on a cumulative (Total-to-Date) basis.** The attached examples show that the amount requested on Spreadsheet No. 1 is to be adjusted to what was determined eligible by the State and carried forward to Spreadsheet No. 2.

STEP 3 - COMPLETE REIMBURSEMENT REQUEST FORM (See examples EXHIBITS 4 and 6)

Enter the total of the "Amount Requested" column (Spreadsheet) onto the "Reimbursement Request" form, Line 1 (Corrective Action Costs). Also enter any costs pertaining to Third Party Judgments on Line 2, and any adjustments (settlements, etc.) on Line 3. The Deductible is already pre-printed on line 4. Total all amounts and sign and date form. **The Request must be signed by the same party(ies) that signed the application. For example, if John Doe and Mary Doe signed the application, the Reimbursement Request form must also be signed by John Doe and Mary Doe. Another party can sign for the claimant(s) only when authorized to do so in writing by the claimant(s) (See Exhibit 13).** The signature must be original (copies will not be accepted) and the "Conditions of Payment" must be on the reverse side.

REIMBURSEMENT REQUEST INSTRUCTIONS UNDERGROUND STORAGE TANK CLEANUP FUND

HOW TO REQUEST REIMBURSEMENT (Cont.)

Step 4 - CONSOLIDATE DOCUMENTS

Attached is a "Reimbursement Request Checklist For Required Documents" (*Exhibit 14*) to assist you in compiling all of the required forms and supporting documents that must be submitted. Please use this checklist before mailing your reimbursement request package to avoid delays in the receipt of your check.

REIMBURSEMENT REQUEST RECONCILIATION

Following our review of your reimbursement request, you will be provided with a copy of our calculations explaining any costs that were "Pending" or determined "Ineligible". The amount of the State check will also be indicated. It is important that you review any differences between what was claimed for reimbursement and what was allowed. If costs were listed as "Pending", you may re-submit those costs, with the additional documents, on a future reimbursement request. If you disagree with the costs determined "Ineligible", you will be given instructions with our payment calculations regarding reconsiderations and appeals. **IN EITHER CASE, BEFORE YOU PREPARE YOUR SPREADSHEET FOR YOUR NEXT REIMBURSEMENT REQUEST, ADJUST THE "AMOUNT ELIGIBLE" COLUMN TO THE PREVIOUSLY DETERMINED ELIGIBLE AMOUNT AS SHOWN IN THE ATTACHED SAMPLE SPREADSHEETS).**

RECORDS, RECORD RETENTION, AND AUDIT

Your project is subject to audit at any time. Therefore, it is very important that you keep an accurate record keeping and financial management system which provides efficient accountability of all funds.

You must retain such records continually for at least three (3) years after final payment from the Fund. The retention period shall be extended until completion of any audit in progress at the time of normal expiration of the retention period.

WHERE TO SEND COMPLETED REIMBURSEMENT REQUEST

Send your reimbursement request package (Reimbursement Request, Spreadsheet, and supporting documentation) to:

STATE WATER RESOURCES CONTROL BOARD
DIVISION OF CLEAN WATER PROGRAMS
UNDERGROUND STORAGE TANK CLEANUP FUND PROGRAM
2014 T STREET, SUITE 130
P.O. BOX 944212
SACRAMENTO, CA 94244-2120

REIMBURSEMENT REQUEST - UNDERGROUND STORAGE TANK CLEANUP FUND

CLAIM NO:

REGION:

REIMBURSEMENT NO:

CLAIMANT:

CO-PAYEE:

JOINT CLAIMANT:

----- **SAMPLE ONLY**
DO NOT USE-----

CLAIMANT ADDRESS:

**CONTAMINATED SITE:
ADDRESS:**

LETTER OF COMMITMENT

\$

AMENDMENT NO:

PROJECT COSTS INCURRED TO DATE

(This Section to be completed by claimant)

**APPROVED FOR
PAYMENT (TO DATE)**
(State Use Only)

1. **CORRECTIVE ACTION COSTS**
*(Costs entered here must be cumulative,
Total-to-date, NOT INCREMENTAL.)*

\$

\$

2. **THIRD PARTY JUDGEMENT**

\$

\$

3. **ADJUSTMENT**

\$

\$

4. **DEDUCTIBLE (Subtract)**

(Deduct)

(Deduct)

TOTAL (Lines 1, 2, 3, & 4)

\$

\$

CERTIFICATION:

I have read and agree with the Conditions of Payments (Exhibit I), listed on the reverse side of this document.

NOTE: *This request CANNOT BE PROCESSED unless the Conditions of Payments are included on the reverse side when submitted.*

The costs claimed have been incurred and have been paid or will be paid within thirty (30) days of receipt of the funds requested hereby. If such costs have not been paid within 30 days, funds received under this request will be returned to the State Water Resources Control Board.

CLAIMANT SIGNATURE:

DATE:

STATE USE ONLY: APPROVAL FOR PAYMENTS

\$ _____ **LESS:** **\$** _____ = **\$** _____
Approved for Payment to Date Previous Payments Amount Due

Reviewed By: _____ Title: _____ Date: _____

Approved By: _____ Title: _____ Date: _____

EXHIBIT I

CONDITIONS OF PAYMENT

By submission hereof, and as a condition of payment hereunder, the Claimant warrants and agrees that:

1. The Claimant has complied with, and will comply with, all applicable state laws, rules and regulations which are a condition of payment from the Underground Storage Tank Cleanup Fund (Fund) and with all terms, conditions and commitments in the Claimant's Application, any documents in support thereof, and this Payment Request;
2. All costs for which reimbursement is sought are eligible for reimbursement and Claimant is entitled to reimbursement therefore;
3. The Claimant has established and will maintain separate accounting records and such other books, records, and documents as may be needed to adequately and accurately reflect and verify all costs claimed by this Payment Request and Claimant's entitlement thereto, and Claimant agrees to retain such records for at least three years after disbursement from the Fund on account of this Payment Request or three years after final payment from the Fund on account of costs at the site which is the subject of this Payment Request, whichever period is longer. The retention period shall be extended until completion of any audit in progress at the time of normal expiration of the retention period;
4. The Claimant will expeditiously provide any reports, data, information, or certifications required by the State Water Resources Control Board (SWRCB);
5. If the Claimant receives reimbursement on account of any cost for which reimbursement is also received from the Fund, the Claimant will remit to the Fund an amount equal to the sum disbursed from the Fund on account of such cost, provided, however, that if such cost was advanced to the Claimant under circumstances where the Claimant is obligated to repay the advance from any reimbursement from the Fund, and if the Claimant receives no benefit, direct or indirect, from such repayment, no remittance to the Fund is required;
6. Any overpayment from the Fund, or any other payment from the Fund to which the Claimant is not entitled, will be repaid to the Fund by the Claimant immediately upon knowledge or notice that such a payment has been made and in any event, not later than 30 days after a written request for repayment by the SWRCB or any authorized representative thereof;
7. The SWRCB or any authorized representative thereof may, any time during the retention period specified in Paragraph 3, above commence an audit of any costs relevant to reimbursement from the Fund, and the Claimant will make available all necessary books and records therefore, including, but not limited to, the records specified in Paragraph 3 above. The Claimant agrees to reimburse the Fund for any costs disallowed as a result of such audit immediately upon receipt of a copy of such audit.
8. Any repayments due to the Fund shall bear interest at the highest legal rate from the date due to the Fund to the date of actual repayment.
9. The Claimant will indemnify, defend and save harmless the State, its officers, agents, and employees from any and all claims, losses and liability arising out of or connected with any payment to the Claimant pursuant to this Payment Request, including but not limited to the reasonable cost any attorney fees and any associated court and trial costs.
10. In the event of any litigation related to the provisions of this Payment Request, the prevailing party, in addition to any other relief, shall be entitled to reasonable attorney fees and costs.
11. The Claimant will promptly notify the appropriate Division of the SWRCB in writing when the project which is the subject of this Payment Request has been completed and will thereafter cooperate with the Division in any close out procedures requested by the Division.
12. The Claimant understands that, pursuant to Section 25299.74(c) of the California Health and Safety Code, the SWRCB at its option may require that the Claimant transfer and assign to the State of California, and subrogate the State to, any and all rights which the Claimant may have to recover corrective action costs included in this Payment Request from any person or persons responsible or liable for the unauthorized release which is the subject of this Payment Request, up to the amount of any reimbursement received by the Claimant pursuant to this Payment Request.

SPREADSHEET

Page _____

CLAIMANT: _____
 CLAIM NO.: _____
 REQUEST NO.: _____

#	PAYEE	PURPOSE	INVOICE INFORMATION			PAYMENT VERIFICATION			THIRD PARTY COSTS (\$)	COMMENTS
			INVOICE NO.	INVOICE DATE	INVOICE AMOUNT (\$)	CHECK NO.	CHECK DATE	CHECK AMOUNT (\$)		
		PREVIOUS TOTAL								
1										
2										
3										
4										
5										
6										
7										
8										
9										
10										
11										
12										
13										
14										
15										
		TOTAL THIS PAGE								

SAMPLE
DO NOT USE

S-A-M-P-L-E INITIAL REQUEST
SPREADSHEET

CLAIMANT: Russ T. Tank
CLAIM NO.: 111111
REQUEST NO.: 1

#	PAYEE	PURPOSE	INVOICE INFORMATION		AMOUNT		PAYMENT-VERIFICATION			THIRD PARTY COSTS (\$)	COMMENTS
			INVOICE NO.	INVOICE DATE	INVOICE AMOUNT (\$)	AMOUNT REQUESTED (\$)	AMOUNT INELIGIBLE (\$)	CHECK NO.	CHECK DATE		
PREVIOUS TOTAL											
1	Claudia Tester	Geotechnical Services	A-62	4/5/91	\$920	\$920	\$0	123	4/17/91	\$820	
2	Hugo Diggs	Well Drilling	7042	4/12/91	\$3,500	\$3,500	\$0	145	4/20/91	\$3,500	
3	Semore DeNiro	Consultant Billing #1	1092	4/25/91	\$5,600	\$5,600	\$0	156	5/15/91	\$5,600	
4	Mike R. Scops	Lab Analysis	614	5/2/91	\$1,100	\$1,100	\$0	187	6/12/91	\$500	
5	Mike R. Scops (Payment only)							189	7/1/91	\$600	
6	Perry Mason	Legal Opinion	9290	5/3/91	\$600	\$0	\$600	170	7/5/91	\$600	Attorney Fees
7	Crescent Rentis	Backhoe Rental	ZZ-88	5/11/91	\$2,700	\$2,700	\$0	NOT	PAID	YET	
8	Semore DeNiro	Consultant Billing #2	1074	5/23/91	\$19,200	\$19,200	\$0	192	6/5/91	\$5,000	
9	Pete Moss, Inc.	Remedial Action	122	6/21/91	\$28,000	\$23,000	\$5,000	180	10/2/91	\$17,000	Tank removal \$5,000
10	Mike R. Scops	Lab Analysis	679	6/12/91	\$1,700	\$1,700	\$0	NOT	PAID	YET	
11	Semore DeNiro	Consultant Billing #3	1143	6/21/91	\$9,200	\$8,100	\$1,100	NOT	PAID	YET	Tank removal inspection \$100
12											
13											
14											
15											
TOTAL					\$72,520	\$66,820	\$5,700			\$33,720	

INSTRUCTIONS

- (1) ENTER ALL INVOICES AS SEPARATE LINE ITEMS.
- (2) SEPARATE ALL ELIGIBLE AND INELIGIBLE COSTS AS DISCUSSED IN INSTRUCTION PACKAGE.
- (3) IF COSTS HAVE NOT YET BEEN PAID, ENTER "NOT PAID YET" IN THE "PAYMENT VERIFICATION" SECTION. THESE COSTS MUST BE PAID BEFORE WE WILL PROCESS ANY SUBSEQUENT REIMBURSEMENT REQUESTS.

THIS AMOUNT IS TO BE LISTED ON THE REIMBURSEMENT REQUEST LINE 1

REIMBURSEMENT REQUEST - UNDERGROUND STORAGE TANK CLEANUP FUND

CLAIM NO: 111111

REGION: 12

REIMBURSEMENT NO: 1

CLAIMANT: Russ T. Tank

CO-PAYEE: None

JOINT CLAIMANT: None

SAMPLE OF YOUR

FIRST REIMBURSEMENT REQUEST

CLAIMANT ADDRESS: 42 Quicksand Road
Big Plume, CA 99999

CONTAMINATED SITE: Lotta Gas Company
ADDRESS: 6777 Abattoir Road
Big Plume, CA 99999

LETTER OF COMMITMENT

\$150,000

AMENDMENT NO: 0

PROJECT COSTS INCURRED TO DATE

(This Section to be completed by claimant)

**APPROVED FOR
PAYMENT (TO DATE)**
(State Use Only)

1. **CORRECTIVE ACTION COSTS**
*(Costs entered here must be cumulative,
Total-to-date, NOT INCREMENTAL.)*

\$ 66,820

\$

2. **THIRD PARTY JUDGEMENT**

\$

\$

3. **ADJUSTMENT**

\$

\$

4. **DEDUCTIBLE (Subtract)**

\$ (5,000)

\$ (5,000)

TOTAL (Lines 1, 2, 3, & 4)

\$ 61,820

\$

CERTIFICATION:

I have read and agree with the Conditions of Payments (Exhibit I), listed on the reverse side of this document.

NOTE: *This request CANNOT BE PROCESSED unless the Conditions of Payments are included on the reverse side when submitted.*

The costs claimed have been incurred and have been paid or will be paid within thirty (30) days of receipt of the funds requested hereby. If such costs have not been paid within 30 days, funds received under this request will be returned to the State Water Resources Control Board.

CLAIMANT SIGNATURE:

SIGN HERE

DATE:

STATE USE ONLY: APPROVAL FOR PAYMENTS

\$ _____ LESS: \$ _____ = \$ _____
Approved for Payment to Date Previous Payments Amount Due

Reviewed By: _____

Title: _____

Date: _____

Approved By: _____

Title: _____

Date: _____

EXHIBIT I

CONDITIONS OF PAYMENT

By submission hereof, and as a condition of payment hereunder, the Claimant warrants and agrees that:

1. The Claimant has complied with, and will comply with, all applicable state laws, rules and regulations which are a condition of payment from the Underground Storage Tank Cleanup Fund (Fund) and with all terms, conditions and commitments in the Claimant's Application, any documents in support thereof, and this Payment Request;
2. All costs for which reimbursement is sought are eligible for reimbursement and Claimant is entitled to reimbursement therefore;
3. The Claimant has established and will maintain separate accounting records and such other books, records, and documents as may be needed to adequately and accurately reflect and verify all costs claimed by this Payment Request and Claimant's entitlement thereto, and Claimant agrees to retain such records for at least three years after disbursement from the Fund on account of this Payment Request or three years after final payment from the Fund on account of costs at the site which is the subject of this Payment Request, whichever period is longer. The retention period shall be extended until completion of any audit in progress at the time of normal expiration of the retention period;
4. The Claimant will expeditiously provide any reports, data, information, or certifications required by the State Water Resources Control Board (SWRCB);
5. If the Claimant receives reimbursement on account of any cost for which reimbursement is also received from the Fund, the Claimant will remit to the Fund an amount equal to the sum disbursed from the Fund on account of such cost, provided, however, that if such cost was advanced to the Claimant under circumstances where the Claimant is obligated to repay the advance from any reimbursement from the Fund, and if the Claimant receives no benefit, direct or indirect, from such repayment, no remittance to the Fund is required;
6. Any overpayment from the Fund, or any other payment from the Fund to which the Claimant is not entitled, will be repaid to the Fund by the Claimant immediately upon knowledge or notice that such a payment has been made and in any event, not later than 30 days after a written request for repayment by the SWRCB or any authorized representative thereof;
7. The SWRCB or any authorized representative thereof may, any time during the retention period specified in Paragraph 3, above commence an audit of any costs relevant to reimbursement from the Fund, and the Claimant will make available all necessary books and records therefore, including, but not limited to, the records specified in Paragraph 3 above. The Claimant agrees to reimburse the Fund for any costs disallowed as a result of such audit immediately upon receipt of a copy of such audit.
8. Any repayments due to the Fund shall bear interest at the highest legal rate from the date due to the Fund to the date of actual repayment.
9. The Claimant will indemnify, defend and save harmless the State, its officers, agents, and employees from any and all claims, losses and liability arising out of or connected with any payment to the Claimant pursuant to this Payment Request, including but not limited to the reasonable cost any attorney fees and any associated court and trial costs.
10. In the event of any litigation related to the provisions of this Payment Request, the prevailing party, in addition to any other relief, shall be entitled to reasonable attorney fees and costs.
11. The Claimant will promptly notify the appropriate Division of the SWRCB in writing when the project which is the subject of this Payment Request has been completed and will thereafter cooperate with the Division in any close out procedures requested by the Division.
12. The Claimant understands that, pursuant to Section 25299.74(c) of the California Health and Safety Code, the SWRCB at its option may require that the Claimant transfer and assign to the State of California, and subrogate the State to, any and all rights which the Claimant may have to recover corrective action costs included in this Payment Request from any person or persons responsible or liable for the unauthorized release which is the subject of this Payment Request, up to the amount of any reimbursement received by the Claimant pursuant to this Payment Request.

S---A---M---P---L---E---SECOND REQUEST

SPREADSHEET

CLAIMANT: Russ T. Tank
 CLAIM NO.: 111111
 REQUEST NO.: 2

#	PAYEE	PURPOSE	INVOICE INFORMATION		AMOUNT		PAYMENT-VERIFICATION		THIRD PARTY COSTS (\$)	COMMENTS
			INVOICE NO.	INVOICE DATE	INVOICE AMOUNT (\$)	AMOUNT REQUESTED (\$)	AMOUNT INELIGIBLE (\$)	CHECK NO.		
		PREVIOUS TOTAL				\$84,820				
1	Claude Tester (Prev. Ineligible/SWRCB)	Resubmittal as requested by SWRCB	A-82	4/5/91	\$0	\$920		(920) PREVIOUSLY SUBMITTED (REQ#1)		
2	Peje Moss, Inc. (Payment Only)						235	12/1/91	\$11,000	Additional info submitted as requested
3	Crescent Rents (Payment Only)						236	12/1/91	\$2,700	
4	Semore DeNiro (Payment Only)						237	12/1/91	\$23,400	
5	Mike R. Scope (Payment Only)						238	12/1/91	\$1,700	
6	Semore DeNiro	Consultant Billing #4	1272	7/30/91	\$9,600	\$9,600	NOT	PAID	YET	
7	Semore DeNiro	Consultant Billing #5	1369	9/2/91	\$15,600	\$14,600	NOT	PAID	YET	
8	Bundy's Hardware	Visqueen	H22	12/7/91	\$500	\$500	240	12/15/91	\$500	Permit fees (\$1,000)
9	SWRCB	Local Oversight Program	92-567	12/8/91	\$2,300	\$2,300	253	12/22/91	\$2,300	
10										
11										
12										
13										
14										
15										
	TOTAL				\$27,200	\$91,140			\$880	\$41,800

YOUR INCURRED COSTS LISTED IN THIS COLUMN SHOULD BE ENTERED ON THE "REIMBURSEMENT REQUEST" FORM (TOTAL - TO-DATE AMOUNT)

NOTES

- (1) ASSUME THAT OF THE \$86,820 REQUESTED ON REQUEST NO. 1, THE SWRCB DETERMINED \$1,000 INELIGIBLE AND \$920 DISALLOWED PENDING ADDITIONAL DOCUMENTATION. THIS MEANS THAT THE ELIGIBLE AMOUNT FOR REQUEST NO. 1 WAS \$84,820 (\$86,820-\$1,000-\$920).
- (2) ENTER THE ELIGIBLE AMOUNT (\$84,820) AS "PREVIOUS TOTAL" IN THE COLUMN "AMOUNT REQUESTED".
- (3) LIST ANY COSTS THAT WERE DISALLOWED PENDING ADDITIONAL DOCUMENTATION ON REQUEST NO. 1 THAT YOU FEEL ARE NOW ELIGIBLE. IN THIS CASE ASSUME THAT THE COSTS INCURRED BY CLAUDE TESTER, \$920 WAS DISALLOWED ON REQUEST NO. 1. THIS COST IS NOW LISTED ON LINE 1, AS SHOWN ABOVE. BE SURE TO SUBMIT THE ADDITIONAL DOCUMENTATION TO SUPPORT THE COSTS.
- (4) LIST AMOUNTS THAT WERE INCURRED ON REQUEST NO. 1 (THAT YOU HAD NOT PAID) BUT ARE NOW PAID.
- (5) PROCEED WITH LISTING THE NEW INCURRED COSTS.

REIMBURSEMENT REQUEST - UNDERGROUND STORAGE TANK CLEANUP FUND

CLAIM NO: 11111

REGION: 12

REIMBURSEMENT NO: 2

CLAIMANT: RUSS T. TANK

CO-PAYEE: NONE

JOINT CLAIMANT: NONE

**SAMPLE OF YOUR
SECOND REIMBURSEMENT REQUEST**

CLAIMANT ADDRESS: 42 QUICKSAND ROAD
BIG PLUME, CA 99999

CONTAMINATED SITE: LOTTA GAS COMPANY
ADDRESS: 6777 ABATTOIR ROAD
BIG PLUME, CA 99999

LETTER OF COMMITMENT

\$150,000

AMENDMENT NO: 0

PROJECT COSTS INCURRED TO DATE

(This Section to be completed by claimant)

**APPROVED FOR
PAYMENT (TO DATE)
(State Use Only)**

1. **CORRECTIVE ACTION COSTS**
*(Costs entered here must be cumulative,
Total-to-date, NOT INCREMENTAL.)*

\$ 91,140

\$

2. **THIRD PARTY JUDGEMENT**

\$

\$

3. **ADJUSTMENT**

\$

\$

4. **DEDUCTIBLE (Subtract)**

\$ (5,000)

\$ (5,000)

TOTAL (Lines 1, 2, 3, & 4)

\$ 86,140

\$

CERTIFICATION:

I have read and agree with the Conditions of Payments (Exhibit I), listed on the reverse side of this document.

NOTE: *This request CANNOT BE PROCESSED unless the Conditions of Payments are included on the reverse side when submitted.*

The costs claimed have been incurred and have been paid or will be paid within thirty (30) days of receipt of the funds requested hereby. If such costs have not been paid within 30 days, funds received under this request will be returned to the State Water Resources Control Board.

CLAIMANT SIGNATURE:

SIGN HERE

DATE:

STATE USE ONLY: APPROVAL FOR PAYMENTS

\$ _____ LESS: \$ _____ = \$ _____
Approved for Payment to Date Previous Payments Amount Due

Reviewed By: _____

Title: _____

Date: _____

Approved By: _____

Title: _____

Date: _____

EXHIBIT I

CONDITIONS OF PAYMENT

By submission hereof, and as a condition of payment hereunder, the Claimant warrants and agrees that:

1. *The Claimant has complied with, and will comply with, all applicable state laws, rules and regulations which are a condition of payment from the Underground Storage Tank Cleanup Fund (Fund) and with all terms, conditions and commitments in the Claimant's Application, any documents in support thereof, and this Payment Request;*
2. *All costs for which reimbursement is sought are eligible for reimbursement and Claimant is entitled to reimbursement therefore;*
3. *The Claimant has established and will maintain separate accounting records and such other books, records, and documents as may be needed to adequately and accurately reflect and verify all costs claimed by this Payment Request and Claimant's entitlement thereto, and Claimant agrees to retain such records for at least three years after disbursement from the Fund on account of this Payment Request or three years after final payment from the Fund on account of costs at the site which is the subject of this Payment Request, whichever period is longer. The retention period shall be extended until completion of any audit in progress at the time of normal expiration of the retention period;*
4. *The Claimant will expeditiously provide any reports, data, information, or certifications required by the State Water Resources Control Board (SWRCB);*
5. *If the Claimant receives reimbursement on account of any cost for which reimbursement is also received from the Fund, the Claimant will remit to the Fund an amount equal to the sum disbursed from the Fund on account of such cost, provided, however, that if such cost was advanced to the Claimant under circumstances where the Claimant is obligated to repay the advance from any reimbursement from the Fund, and if the Claimant receives no benefit, direct or indirect, from such repayment, no remittance to the Fund is required;*
6. *Any overpayment from the Fund, or any other payment from the Fund to which the Claimant is not entitled, will be repaid to the Fund by the Claimant immediately upon knowledge or notice that such a payment has been made and in any event, not later than 30 days after a written request for repayment by the SWRCB or any authorized representative thereof;*
7. *The SWRCB or any authorized representative thereof may, any time during the retention period specified in Paragraph 3, above commence an audit of any costs relevant to reimbursement from the Fund, and the Claimant will make available all necessary books and records therefore, including, but not limited to, the records specified in Paragraph 3 above. The Claimant agrees to reimburse the Fund for any costs disallowed as a result of such audit immediately upon receipt of a copy of such audit.*
8. *Any repayments due to the Fund shall bear interest at the highest legal rate from the date due to the Fund to the date of actual repayment.*
9. *The Claimant will indemnify, defend and save harmless the State, its officers, agents, and employees from any and all claims, losses and liability arising out of or connected with any payment to the Claimant pursuant to this Payment Request, including but not limited to the reasonable cost any attorney fees and any associated court and trial costs.*
10. *In the event of any litigation related to the provisions of this Payment Request, the prevailing party, in addition to any other relief, shall be entitled to reasonable attorney fees and costs.*
11. *The Claimant will promptly notify the appropriate Division of the SWRCB in writing when the project which is the subject of this Payment Request has been completed and will thereafter cooperate with the Division in any close out procedures requested by the Division.*
12. *The Claimant understands that, pursuant to Section 25299.74(c) of the California Health and Safety Code, the SWRCB at its option may require that the Claimant transfer and assign to the State of California, and subrogate the State to, any and all rights which the Claimant may have to recover corrective action costs included in this Payment Request from any person or persons responsible or liable for the unauthorized release which is the subject of this Payment Request, up to the amount of any reimbursement received by the Claimant pursuant to this Payment Request.*

**Underground Storage Tank Cleanup Fund
BID SUMMARY SHEET**

The following information must be completed and submitted before any reimbursement requests can be approved. Bid invitations, bids received, work agreements or contracts, and other available supporting documentation must be attached.

▶ **NOTE: Pre-approval is required for work that has not been performed; contact your Fund Representative for directions on obtaining Pre-approval of corrective action costs before conducting future corrective action.**

CLAIMANT: _____

CLAIM NO.: _____

SITE ADDRESS: _____

I. SELECTED BID: Complete the following information on the firm you selected.

Name and Address of Firm: _____

Contact: _____

Telephone: _____

Date of Bid: _____

Bid Amount: _____

II. OTHER BIDS: Complete the following information on all other bids received; (attach additional sheet if necessary)

Name & Address of Firm: _____

Contact: _____

Telephone: _____

Date of Bid: _____

Bid Amount: _____

Name & Address of Firm: _____

Contact: _____

Telephone: _____

Date of Bid: _____

Bid Amount: _____

III. JUSTIFICATION FOR NOT OBTAINING THREE BIDS:

Provide Details (attach additional sheet if necessary):

IV. JUSTIFICATION FOR NOT ACCEPTING LOWEST BID:

Provide Details (attach additional sheet if necessary):

CLAIMANT SIGNATURE: _____

DATE: _____

RECOMMENDED MINIMUM INVOICE COST BREAKDOWN

- I. Personnel
 - a. Name or initials of staff performing work.
 - b. Job classification or title and hourly rate.
 - c. Date and description of work performed.
 1. The reasons for meeting with governmental agencies should be stated on the invoice.
 - d. Hours charged for each task per day.
 - II. Contractor-owned Equipment
 - a. Description of equipment and purpose of use.
 - b. Hourly /daily rate plus mobilization costs.
 - c. Dates of use and number of hours/days charged.
 - d. Purchase price if bought specifically the for project. Provide cost justification for purchase over rental/lease.
 - III. Travel
 - a. Vehicle use.
 1. Rate per vehicle mile.
 2. Number of vehicle miles.
 - b. Name of individuals plus per-diem and other travel expenses if any.
 - c. Date and purpose of travel.
 - IV. Materials
 - a. Major items such as well installation materials, pumps, treatment systems etc. should be listed by cost per item.
 - b. Minor items which are bulked together in a lump sum should be listed also.
 - V. Subcontractors, Rentals or Services Purchased by Contractor
 - a. Name and type of business.
 - b. Tasks performed and purpose of task.
 - c. Equipment used.
 - d. Subcontractor, rental or purchase invoice.
 - e. Surcharges should be explained if any.
- Note:** For drilling work, the invoice should show the subcontractors equipment and manpower mobilization costs, and either the hourly or per foot rate. For excavation work, the invoice should show mobilization costs and hourly rates for equipment and manpower. For soil disposal, include the name, location, and landfill fees if disposed of at a landfill. For laboratory samples and analyses include the number of samples, type of analyses, and cost per sample/analysis. All invoices should show date work performed.
- VI. Permits
 - a. Type and date of permit.
 - b. Actual cost charged by regulatory agency.
 - c. Personnel time used to obtain permit (broken down as in (I) above).
 - d. Total cost as charged to claimant.

UNDERGROUND STORAGE TANK CLEANUP FUND
EXAMPLE OF AN INVOICE THAT MATCHES WORK PERFORMED

Invoice Period: March 30, 1993 to April 30, 1993

Labor Billing Rates

<u>Name</u>	<u>Title</u>	<u>Rate</u>
P. Gonzales, PE	Principal Engineer	\$95.00/hr
R. Gibbs	Staff Geologist	\$60.00/hr
K. Yan	Technician	\$39.00/hr

TASK 1 - SUBSURFACE INVESTIGATION: Work during this period included writing a workplan, preparing permits for MW4, installing one-55' groundwater well (MW4), analyzing 7 soil samples from MW4 for TPHg/BTEX, sampling and analyzing groundwater samples from MW1-MW4 for TPHg/BTEX, surveying well head elevations, measuring depths to groundwater and preparing a final report of subsurface investigation activities.

Task 1 Labor:

<u>Quantity</u>	<u>Date</u>	<u>Description</u>	
Principal Engineer			
1.2	3/29	Review and correct final report	
		Subtotal - 1.2 hrs x \$95.00/hr =	\$114.00

Task 1 Expenses:

<u>Type</u>	<u>Item</u>	<u>Cost</u>
Fee	City Well Permit for 1 monitoring well	\$225.00

TOTAL - TASK 1 **\$339.00**

TASK 2 - FREE PRODUCT RECOVERY: Work during this period included selecting equipment and designing a free product recovery system, installing a product recovery pump and product separator tank, starting and adjusting product recovery system and transporting/disposing of 247 gallons of free product to UseAgain Recycling, Inc.

Task 2 Labor:

<u>Quantity</u>	<u>Date</u>	<u>Description</u>	
Technician			
5.4	3/13	Install separator and shutoff switch	
		Subtotal - 5.4 hrs x \$39.00 =	\$210.60

Task 2 Expenses:

<u>Type</u>	<u>Item</u>	<u>Cost</u>
Sub	UseAgain Recycling, Inc.	\$271.70

TOTAL - TASK 2 **\$482.30**

TASK 3 - AQUIFER PUMPING TEST: Work during this period included renting and temporarily installing pumping test equipment, conducting variable rate and constant rate pumping tests, analyzing pumping test data to determine aquifer coefficients and maximum sustainable pumping rate.

Task 3 Labor:

<u>Quantity</u>	<u>Date</u>	<u>Description</u>	
Staff Geologist			
6.7	3/20	Record variable rate pumping test data	
		Subtotal - 6.7 hrs x \$60.00/hr =	\$402.00

Task 3 Expenses:

<u>Type</u>	<u>Item</u>	<u>Cost</u>
Exp	Mileage (72 mi x \$0.40/mi)	\$ 28.80

TOTAL - TASK 3 **\$430.80**

UNDERGROUND STORAGE TANK CLEANUP FUND
EXAMPLE OF A NARRATIVE WORK DESCRIPTION

Three 10,000 gallon gasoline underground storage tanks (UST) were removed by Tank Removal Services, Inc. (TRS) from our site on July 10, 1992. It was obvious that one of the tanks had leaked and contaminated the soil. It was decided after talking with the local Health Department inspector that we should excavate the soil to see if the contamination could be removed. About 400 cubic yards of contaminated soil was excavated and stockpiled on-site by TRS between July 10 and 12, 1992. At this point it was clear that the contamination had spread further than anyone suspected because of a sandy layer of soil encountered at about 20 feet.

ABC Environmental was hired on August 10, 1992 to write a workplan for a soil and groundwater investigation and disposal of the soil already excavated. The workplan was approved by the County on September 1, 1992. After soliciting three written estimates, F & P EnviroSystems was given the contract on the investigation part of the workplan because they were the low bidder and had several good recommendations from previous clients.

Three estimates were also obtained for disposing of the contaminated stockpile of soil and backfilling the excavation with clean soil as the County wanted. Soil Remediation Contractors (SRC) submitted the low bid for loading/transporting and disposing of the soil and backfilling the excavation. SRC loaded and hauled the soil to Waste Management Landfill in Summit, CA between September 2 and 6, 1992. They also brought in 577 tons of clean sand backfill. The excavation was backfilled and compacted during the same time that the soil was being taken to the landfill.

F & P drilled three soil borings to 90 feet and two soil borings to 70 feet between October 9 and 12, 1992. The 90-foot borings were completed as 4-inch PVC groundwater monitoring wells (MW1-MW3) and one of the 70-foot borings was completed as a soil vapor extraction (SVE) well (VW1). Fifty-two soil samples were tested for TPHg/BTEX by Precision Chemical Laboratories (PCL). MW1-MW3 were developed October 15 and 16, 1992. Groundwater samples were taken from MW1-MW3 on October 20, 1992 and tested for TPHg/BTEX by PCL.

F & P submitted their final report to the County on November 27, 1992. Laboratory analyses showed that groundwater had not been impacted, but soil contamination existed to a depth of about 55 feet. F & P recommended drilling three additional borings to 75 feet because they had not fully defined the spread of the contamination in the northeast corner of the property and along the southern edge of the property. They also recommended that an SVE field pilot test be done so that they could design an SVE system.

F & P drilled three borings to 75 feet on January 5 and 6, 1993. Twenty-two soil samples were tested for TPHg/BTEX by PCL. An SVE field pilot test was conducted by VaporTech, Inc. on February 2, 1993 after getting three bids. F & P reported the results of the soil sampling and the pilot test to the County on March 11, 1993. F & P's report said that the entire plume of gasoline contamination had been defined. The report also included a corrective action plan (CAP) proposing SVE to clean up the soil. We are currently waiting for the CAP to be approved before obtaining three estimates for the SVE system.

* All of the work described in this document is fictitious; the names of the firms are not intended to refer to actual firms.

NON-RECOVERY FROM OTHER SOURCES DISCLOSURE CERTIFICATION

CLAIMANT NAME:	CLAIM NO.:
SITE ADDRESS:	

This form is a required supplement to your claim application. It must be filled out and signed by you and any joint claimants. **All signatures must be originals.**

This form's primary purpose is to ensure that you do not receive double payment for corrective action costs or third party compensation claims. A Fund regulation prohibits such double payment or "double recovery". (Cal. Code Regs., tit. 23, § 2812.2, subd. (b).)

On this form, you must identify money for costs related to your claim that you have received or expect to receive from any source, including but not limited to insurance claims, legal judgments, and contributions from other potentially responsible parties. Although only payment for corrective action costs could constitute double recovery because those are the only costs that the Fund reimburses, you must identify any payment related to or made in consideration for the unauthorized release that is the subject of your claim, no matter how the payment is characterized.

This form also serves to identify other parties who may be involved in the cleanup that is the subject of your claim.

Finally, you must by signing this form assign to the State of California any rights that you may have to recover from any party responsible for the unauthorized release that is the subject of your claim corrective action costs for which you receive Fund reimbursement. The Fund generally does not, however, pursue cost recovery absent evidence of intentional misconduct.

Please fill out this form carefully and completely, attaching additional sheets as necessary. Failure to fully and accurately disclose information or to provide supporting documentation will constitute grounds for rejecting your claim and barring you from further participation in the Fund.

INSURANCE

A. Is there, or has there ever been, an insurance policy covering this site?	<input type="checkbox"/> NO	<input type="checkbox"/> YES
If YES, list the company name and address, the policy number, and the claim representative's name and telephone number for each policy:		
_____	_____	
Company Name	Address	
_____	_____	_____
Representative Name	Telephone Number	Policy Number
_____	_____	
Company Name	Address	
_____	_____	_____
Representative Name	Telephone Number	Policy Number
B. Have you filed, or do you intend to file, a claim with the insurance carrier(s)?		
<input type="checkbox"/> NO <input type="checkbox"/> YES		
If YES, attach an explanation of the status of the claim and copies of your latest correspondence with the insurance company.		

LITIGATION

A. Have you sought or do you intend to seek money from any other party for the unauthorized release or the contaminated site?	<input type="checkbox"/> NO	<input type="checkbox"/> YES
If YES, identify the party(ies) below and its name, address, telephone number, and representative, if any.		
NAME	ADDRESS	TELEPHONE
REPRESENTATIVE	_____	

B. Has legal action commenced?		
<input type="checkbox"/> NO <input type="checkbox"/> YES		
If YES, provide the case number and county in which the action has been filed.		
Attach a copy of the complaint and any amendments to the complaint. Case No. _____ County _____		

OTHER SOURCE OF FUNDS

A. Have you or anyone acting on your behalf received, or do you or anyone acting on your behalf expect to receive, funds from any source (including but not limited to insurance claims, legal judgments, and contributions from other potentially responsible parties, or any other source regardless how the funds were characterized) which were related to or paid in consideration for the unauthorized release that is the subject of your claim? NO YES

If YES, attach copies of all such documents, and list each source of funds and the amount below:

DATE	SOURCE	IN PAYMENT OF	AMOUNT

B. Have you or anyone acting on your behalf received funds related to the contamination but not directly for the cleanup of the contamination which is the subject of the claim? NO YES

If YES, submit documentation (such as a settlement agreement or pleading, judgments or any other such document) that identifies the purpose(s) for which the money was received.

C. Are you obligated to repay any part of the funds received? NO YES

If YES, attach documentation indicating what is to be repaid.

AGREEMENTS AND DECLARATIONS

PLEASE READ CAREFULLY BEFORE SIGNING:

"I (we) authorize the Fund to contact the parties identified on this form and to obtain from those parties any information necessary to determine my (our) eligibility for reimbursement from the Fund and the amount that may be reimbursed.

"I (we) agree to notify the Fund promptly if I (we) receive payment related to or made in consideration for the unauthorized release that is the subject of my (our) claim. I (we) further agree to remit to the Fund any amount that in the Fund's determination constitutes double payment.

"I (we) assign to the State of California and subrogate the state to any rights that I (we) have to recover from any person responsible for the unauthorized release that is the subject of my (our) claim corrective action costs for which I (we) received reimbursement.

"I (we) declare under penalty of perjury that all facts and statements set forth herein are true and correct to the best of my (our) knowledge and belief. I (we) understand that failure to fully and accurately disclose information or to provide supporting documentation will constitute grounds for rejecting my (our) claim and barring me (us) from further participation in the Fund."

EXECUTED AT: _____

ON THIS _____ **DAY OF** _____ **19** _____

CLAIMANT SIGNATURE PRINTED NAME

JOINT CLAIMANT SIGNATURE PRINTED NAME

JOINT CLAIMANT SIGNATURE PRINTED NAME

CLAIMANT DATA RECORD

(Required in lieu of IRS W-9 when receiving payment from the State of California)

STD. 204 (REV. 7-94)
USTCF 021.VEN (NEW 12-94)

NOTE: Governmental entities, federal, state, and local (including school districts) are not required to submit this form.

SECTION I must be completed by the requesting state agency before forwarding to the claimant

1	DEPARTMENT/OFFICE SWRCB - UST CLEANUP FUND	PURPOSE: Information contained in this form will be used by state agencies to prepare Information Returns (Form 1099) and for withholding on payments to nonresident claimants. Prompt return of this fully completed form will prevent delays when processing payments. <i>(See Privacy Statement on reverse.)</i>
	STREET ADDRESS P.O. BOX 944212	
	CITY, STATE, ZIP CODE SACRAMENTO, CA 94244-2120	
	TELEPHONE NUMBER (800) 813-3863	
PLEASE RETURN TO:		

2	CLAIMANT'S BUSINESS NAME	CLAIM NO.
SOLE PROPRIETOR-ENTER OWNER'S FULL NAME HERE <i>(Last, First, M.I.)</i>		
MAILING ADDRESS <i>(Number and Street or P.O. Box Number)</i>		
<i>(City, State, and Zip Code)</i>		

3	<p>CHECK ONE BOX ONLY</p> <div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> <input type="checkbox"/> MEDICAL CORPORATION <i>(Including dentistry, podiatry, psychotherapy, optometry, chiropractic, etc.)</i> </div> <div style="width: 45%;"> <input type="checkbox"/> PARTNERSHIP </div> </div> <div style="display: flex; justify-content: space-between; margin-top: 10px;"> <div style="width: 45%;"> <input type="checkbox"/> EXEMPT CORPORATION <i>(Non-profit)</i> </div> <div style="width: 45%;"> <input type="checkbox"/> ESTATE OR TRUST </div> </div> <div style="display: flex; justify-content: space-between; margin-top: 10px;"> <div style="width: 45%;"> <input type="checkbox"/> ALL OTHER CORPORATIONS </div> <div style="width: 45%;"> <input type="checkbox"/> INDIVIDUAL/SOLE PROPRIETOR </div> </div>	<p>NOTE: State and local governmental entities, including school districts are not required to submit this form.</p>
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4	<p>SOCIAL SECURITY NUMBER REQUIRED FOR INDIVIDUAL /SOLE PROPRIETOR BY AUTHORITY OF THE REVENUE AND TAXATION CODE SECTION 18646 <i>(See reverse)</i></p>																		
CLAIMANT'S TAXPAYER I.D. NUMBER	FEDERAL EMPLOYER'S IDENTIFICATION NUMBER (FEIN) <table border="1" style="width:100%; height: 20px; border-collapse: collapse;"> <tr> <td style="width:15%;"></td> <td style="width:15%;"></td> <td style="width:15%;"></td> <td style="width:15%;"></td> <td style="width:15%;"></td> <td style="width:15%;"></td> <td style="width:15%;"></td> <td style="width:15%;"></td> </tr> </table>									SOCIAL SECURITY NUMBER <table border="1" style="width:100%; height: 20px; border-collapse: collapse;"> <tr> <td style="width:15%;"></td> <td style="width:15%;"></td> <td style="width:15%;"></td> <td style="width:15%;"></td> <td style="width:15%;"></td> <td style="width:15%;"></td> <td style="width:15%;"></td> <td style="width:15%;"></td> </tr> </table>									<p>NOTE: Payment will not be processed without an accompanying taxpayer I.D. number.</p>
IF CLAIMANT ENTITY TYPE IS A CORPORATION, PARTNERSHIP, ESTATE OR TRUST, ENTER FEIN.																			
IF CLAIMANT ENTITY TYPE IS INDIVIDUAL/SOLE PROPRIETOR, ENTER SSN.																			

5	<p>CHECK APPROPRIATE BOX(ES)</p> <div style="display: flex; flex-direction: column; gap: 10px;"> <div> <input type="checkbox"/> CALIFORNIA RESIDENT - Qualified to do business in CA or a permanent place of business in CA </div> <div> <input type="checkbox"/> NONRESIDENT <i>(See reverse)</i>. Payments for services by nonresidents may be subject to state withholding </div> <div style="margin-left: 20px;"> <input type="checkbox"/> WAIVER OF STATE WITHHOLDING FROM FRANCHISE TAX BOARD ATTACHED </div> <div style="margin-left: 20px;"> <input type="checkbox"/> SERVICES PERFORMED OUTSIDE OF CALIFORNIA </div> </div>	<p>NOTE: a. An estate is a resident if decedent was a California resident at time of death. b. A trust is a resident if at least one trustee is a California resident. <i>(See reverse.)</i></p>
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6	<p><i>I hereby certify under penalty of perjury that the information provided on this document is true and correct. If my residency status should change, I will promptly inform you.</i></p>		
CERTIFYING SIGNATURE	AUTHORIZED CLAIMANT REPRESENTATIVE'S NAME <i>(Type or Print)</i>	TITLE	
	SIGNATURE	DATE	TELEPHONE NUMBER

CLAIMANT DATA RECORD

STD. 204 (REV. 7-94) (REVERSE)

USTCF021, VEN (NEW 12-94) (REVERSE)

ARE YOU A RESIDENT OR A NONRESIDENT?

Each corporation, individual/sole proprietor, partnership, estate or trust receiving payment from the State of California must indicate their residency status along with their taxpayer identification number.

A corporation will be considered a "resident" if it has a permanent place of business in California. The corporation has a permanent place of business in California if it is organized and existing under the laws of this state or, if a foreign corporation has qualified to transact intrastate business. A corporation that has not qualified to transact business (e.g., a corporation engaged exclusively in interstate commerce) will be considered as having a permanent place of business in this state only if it maintains a permanent office in this state that is permanently staffed by its employees.

For individuals/sole proprietors, the term "resident" includes every individual who is in California for other than a temporary or transitory purpose and any individual domiciled in California who is absent for a temporary or transitory purpose. Generally, an individual who comes to California for a purpose which will extend over a long or indefinite period will be considered a resident. However, an individual who comes to perform a particular contract of short duration will be considered a nonresident.

For withholding purposes, a partnership is considered a resident partnership if it has a permanent place of business in California. An estate is considered a California estate if the decedent was a California resident at the time of death and a trust is considered a California trust if at least one trustee is a California resident.

More information on residency status can be obtained by calling the Franchise Tax Board at the numbers listed below:

From within the United States, call 1-800-852-5711

From outside the United States, call 1-916-854-6500

For hearing impaired with TDD, call ... 1-800-822-6268

ARE YOU SUBJECT TO NONRESIDENT WITHHOLDING?

Payments made to nonresident claimants, including corporations, individuals, partnerships, estates and trusts, are subject to withholding. Nonresident claimants performing services in California or receiving rent, lease or royalty payments from property (real or personal) located in California will have 7% of their total payments withheld for state income taxes. However, no withholding is required if total payments to the claimant are \$1500 or less for the calendar year.

A nonresident claimant may request that income taxes be withheld at a lower rate or waived by sending a completed form FTB588 to the address listed below. A waiver will generally be granted when a claimant has a history of filing California returns and making timely estimated payments. If the claimant activity is carried on outside of California or partially outside of California, a waiver or reduced withholding rate may be granted. For more information, contact:

Franchise Tax Board
Withhold at Source Unit
Attention: State Agency Withholding Coordinator
P.O. Box 651
Sacramento, CA 95812-0651
(916) 369-4900 FAX (916) 369-4831

If a reduced rate of withholding or waiver has been authorized by the Franchise Tax Board, attach a copy to this form.

PRIVACY STATEMENT

Section 7(b) of the Privacy Act of 1974 (Public Law 93-5791) requires that any federal, state, or local governmental agency which requests an individual to disclose his social security account number shall inform that individual whether that disclosure is mandatory or voluntary, by which statutory or other authority such number is solicited, and what uses will be made of it.

The State of California requires that all parties entering into business transactions that may lead to payment(s) from the State must provide their Taxpayer Identification Number (TIN) as required by the State Revenue and Taxation Code, Section 18646 to facilitate tax compliance enforcement activities and to facilitate the preparation of Form 1099 and other information returns as required by the Internal Revenue Code, Section 6109. The TIN for individual and sole proprietorships is the Social Security Number (SSN).

It is mandatory to furnish the information requested. Federal law requires that payments for which the requested information is not provided be subject to a 31% withholding and state law imposes noncompliance penalties of up to \$20,000.

You have the right to access records containing your personal information, such as your SSN. To exercise that right, please contact the business services unit or the accounts payable unit of the state agency(ies) with which you transact business.

Please call the Department of Finance, Fiscal Systems and Consulting Unit at (916) 324-0385 if you have any questions regarding this Privacy Statement. Questions related to residency or withholding should be referred to the telephone numbers listed above. All other questions should be referred to the requesting agency listed in Section 1.

State Water Resources Control Board
Underground Storage Tank Cleanup Fund

AUTHORIZED REPRESENTATIVE DESIGNATION

CLAIMANT(S): _____ CLAIM NO. _____

SITE ADDRESS: _____

The above identified claimant(s) do hereby jointly and severally, appoint:

AUTHORIZED REPRESENTATIVE: _____
(Type/Print Name)

Company Name and Address: _____

AUTHORIZED REPRESENTATIVE: _____
(Type/Print Name)

Company Name and Address: _____

to sign and file any and all documents necessary to apply for reimbursement of corrective action costs from the Underground Storage Tank Cleanup Fund Program for the site identified above.

Any action by the above-named authorized representative(s) is for us and in our name, place, and stead, and for our use and benefit.

We hereby agree and further authorize the above-named authorized representative(s) to certify that all applicable state and federal statutory and regulatory requirements pursuant to Chapter 6.75 of the California Health and Safety Code, and Chapter 18 Petroleum Underground Storage Tank Cleanup Fund Regulations, California Code of Regulations, have and will be complied with.

The signature of the above-named authorized representative(s) is binding upon all claimants party to the above-identified claim.

This Authorized Representative Designation shall become effective on the date of execution and shall remain in effect until terminated, in writing, by the above-named claimant(s).

Executed This _____ Day Of _____ 19 _____

At _____, California

Claimant Signature

Printed Name

Claimant Signature

Printed Name

Authorized Representative Signature

Printed Name

Authorized Representative Signature

Printed Name

REIMBURSEMENT REQUEST CHECKLIST FOR REQUIRED DOCUMENTS

This checklist is to assist you in ensuring that all required documentation is submitted with your reimbursement request. It is recommended that you label the documents for easy reference.

REIMBURSEMENT REQUEST FORM (USTCF-REQ)

- * Indicate Reimbursement Request No. (1, 2, Final, etc.)
- * Make sure that the total eligible amount claimed is indicated (Amount should be cumulative, Total-to-date).
- * Sign and date the form (original signature not copy or FAX).

AUTHORIZED REPRESENTATIVE DESIGNATION (EXHIBIT 13)

- * Submit only if applicable.

SPREADSHEET

- * Enter required information for each invoice (one line per invoice).
- * Total amounts at the bottom of each Spreadsheet.
- * Spreadsheets are to be cumulative. For Reimbursement No. 2, carry "Amount Requested" forward from Reimbursement Request No. 1, etc.

INVOICES

- * NO INVOICE, NO PAY. All invoices must identify personnel, hours worked, equipment, materials, cost rates, detailed description of work, etc. Review "Recommended Invoice Cost Breakdown" (Exhibit 8) and Invoice Example (Exhibit 9) attached.
- * All subcontractor invoices, including laboratory, driller, outside charges, etc.
- * Copies of all permits, lease agreements, oversight costs, etc.
- * Eligible/Ineligible analysis, with supporting calculation sheets.

BID SUMMARY SHEET (EXHIBIT 7)

If three bid requirement does not apply:

- * Completed Bid Summary Sheet indicating three bids are not required and description why requirement is not applicable with supporting documents (copy of dated contract & amendments).

If three bid requirement does apply:

- * Completed Bid Summary Sheet with justification for bid selection.
- * Submit copy of invitation for bids.
- * Submit copy of the workplan(s) that invitation for bids was based upon.
- * Submit copies of all bids received and subsequent contracts entered into.

NARRATIVE WORK DESCRIPTION

- * Written summary, in chronological order, of all activities which have been conducted with respect to unauthorized release. Review example "Narrative Work Description" (Exhibit 10) attached. This document is intended to be a supplement to the technical reports.

TECHNICAL REPORTS

- * Copies of all technical reports, status reports, etc. concerning the unauthorized release, and regulatory directives and any appeals.
- * In absence of complete technical report(s), submit the summary page from all reports prepared, which includes the date and title of the report along with who prepared it. In addition submit a description of activities along with maps and diagrams.

CERTIFICATION OF NON-RECOVERY FROM OTHER SOURCES (EXHIBIT 11)

Complete Exhibit 11 (from package) and submit with first Reimbursement Request.

CLAIMANT DATA RECORD (STD 204) (EXHIBIT 12)

Complete Exhibit 12 (from package) and submit with first Reimbursement Request.

AUTHORIZED REPRESENTATIVE DESIGNATION (EXHIBIT 13) (If applicable)

Complete Exhibit 13 (from package) and submit with first Reimbursement Request (If applicable).

CANCELLED CHECKS

