



APPLICATION

REMOVAL OF ABANDONED UNDERGROUND PETROLEUM STORAGE TANK SYSTEM

Return the completed application and all attachments to the attention of James E. Moser at the address listed in the above header or via FAX (608) 267-7646 or via email to james.moser@wisconsin.gov.

Notice: Pursuant to s. 101.1435(2), Wis. Stats., this form is required when requesting financial assistance (PECFA - Petroleum Environmental Cleanup Fund Award) from the Wisconsin Department of Natural Resources (DNR) with the removal of abandoned underground petroleum storage tanks. If granted, the DNR is required by state law to place a lien on the property where the removal was conducted. Personal information collected will be used for administrative purposes and may be provided to requesters to the extent required by Wisconsin's Open Records Law (ss. 19.31 – 19.39, Wis. Stats.).

Facility ID #: _____

BRRTS # ____ - ____ - _____

The following information is required

Owner's/Operator's Name	UST System Site Name
Address	UST System Site Address
City, State and Zip	UST System Site City, State and Zip
Telephone # :	

Wisconsin Statutes, Section 101.1435(2), provides the following:

The department may contract with a person registered or certified under s. 101.09(3) to empty, clean, remove, and dispose of an underground petroleum product storage tank system; to assess the site on which the underground petroleum product storage tank system is located; and to backfill the excavation if certain criteria are met.

The following information is required to render a decision:

- The completed **Financial Statement** provided.
- Signed **Access Agreement** provided.
- The 3 most current years **Federal and State tax records**. If you no longer file taxes due to age and/or income, please state this fact in a letter addressed to the department.
- A copy of your most recent **Tax Bill** and **Deed** for the property on which the UST system is located.
- By signing this application you agree to let the DNR contract with a person registered or certified under s. 101.09(3) Wis. Stats., to empty, clean, remove, and dispose of an underground petroleum product storage tank system.
- You agree to let the DNR record a statement of **lien** on your property in the amount the DNR incurs for the cost of the tank system removal.

I, the undersigned owner/operator, am applying for removal of abandoned underground petroleum product storage tank system. I have read s.101.1435 (2), Wis. Stats., referenced above. I understand that if this application is approved, a lien will be placed on the property on which the petroleum product storage tank system is located and for which the removal of is requested. I assume the responsibility for notifying all current owners about this application.

Y. Owner's/Operator's Signature(s)

Z. Date Signed

REGULATORY AUTHORITY

2009 WISCONSIN ACT 28, SECTION 2155

Section 101.1435 of the statute was created to read:

101.1435 Removal of abandoned underground petroleum storage tanks. (1) In this section:

(a) "Backfill" does not include landscaping or replacing sidewalk, asphalt, fence, or sod or other vegetation.

(b) "Underground petroleum product storage tank system" has the meaning given in s. 101.143 (1) (i).

(2) The department may contract with a person registered or certified under s. 101.09 (3) to empty, clean, remove, and dispose of an underground petroleum product storage tank system; to assess the site on which the underground petroleum product storage tank system is located; and to backfill the excavation if all of the following apply:

(a) The department determines that the underground petroleum product storage tank system is abandoned.

(b) Using the method that the department uses to determine inability to pay under s.

101.143 (4) (ee), the department determines that the owner of the underground petroleum product storage tank system is unable to pay to empty, clean, remove, and dispose of the underground petroleum product storage tank system; to assess the site on which the underground petroleum product storage tank system is located and to backfill the excavation.

(3) If the department incurs costs under sub. (2), the department shall record a statement of lien with the register of deeds of the county in which the underground petroleum product storage tank system was located. Upon recording the statement of lien, the department has a lien on the property on which the underground petroleum product storage tank system was located in the amount of the costs incurred. The property remains subject to the lien until that amount is paid in full to the department. The department shall deposit payments received under this subsection into the petroleum inspection fund.

101.143(1)

(i) "Underground petroleum product storage tank system" means an underground storage tank used for storing petroleum products together with any on-site integral piping or dispensing system with at least 10% of its total volume below the surface of the ground

ATCP 93.050(114)(A)

"Abandoned tank" means an aboveground or underground tank with or without product, that is not recognized by this chapter as in-use, temporarily-out-of-service or closed.

101.143(4)(ee)

(ee) Waiver of deductible. Notwithstanding par. (d) 2., (dm) 2. or (e) 2., the department may waive the requirement that an owner or operator pay the deductible amount if the department determines that the owner or operator is unable to pay. If the department waives the requirement that an owner or operator pay the deductible, the department shall record a statement of lien with the register of deeds of the county in which the petroleum product storage system is located. If the department records the statement of lien, the department has a lien on the property on which the petroleum product storage system is located in the amount of the deductible that was waived. The property remains subject to the lien until that amount is paid in full.

FINANCIAL STATEMENT

DEPARTMENT OF NATURAL RESOURCES
REMEDATION AND REDEVELOPMENT PROGRAM

FINANCIAL STATEMENT
SUBMITTED FOR UST SYSTEM REMOVAL APPLICATION

Personal information collected will be used for administrative purposes and may be provided to the extent required by Wisconsin's Open Records Laws (ss. 19.31-19.39, Wis. Stats.).
This financial statement is to be submitted with the Application for Removal of Abandoned UST System.

FACILITY ID: _____

OWNER NAME: _____

OWNER ADDRESS: _____

CITY: _____ **STATE:** _____ **ZIP:** _____

PHONE NUMBER: _____

INCOME: (per=weekly, monthly etc.)

Your Gross Salary or Wages Pension or Disability Spouse Gross Salary/Wages if employed
\$ _____ per _____ \$ _____ per _____ \$ _____ per _____

Other Income Sources: Amount Per
Interest Income: _____
Dividend Income: _____
Other: _____

ASSETS:

Personal Residence: Monthly Rent or Mortgage Payment: If own residence is it paid for?
Own _____ Rent _____ \$ _____ Incl. taxes? yes or no Yes _____ No _____

If residence is not paid for, list mortgage holder/city/state: _____ Mortgage balance owed:
\$ _____

List market value of residence: \$ _____ (attach copy of most current tax bill)

Do you own or have interest in any other real estate? Yes _____ No _____ (If "yes", answer questions below.)

<i>Description of Real Estate</i>	<i>City/County Location</i>	<i>Market Value</i>	<i>Own with others? Whom?</i>

List all financial institutions you and/or your spouse have cash investments in: (type=checking, savings etc.)

<i>Institution Name</i>	<i>Address, City & State</i>	<i>Dollar Amount</i>	<i>Type</i>

List any stocks, bonds, options, notes, or other like property in which you or your spouse have an interest:

<i>Description</i>	<i>Value</i>	<i>Owner Name(s)</i>

Do you have a vested interest in a pension or profit sharing plan? Yes _____ No _____ (If "yes", please list below.)

<i>Name of Plan and Address</i>	<i>Dollar Value</i>

List all vehicles, including motorcycles, boats, snowmobiles, trailers, recreation vehicles and all terrain vehicles:

<i>Year</i>	<i>Description</i>	<i>Value</i>	<i>Owner(s)</i>

List other items of personal property which exceed \$500.00 in value which you or your spouse have an interest:

<i>Description of Items</i>	<i>Value</i>	<i>Owner(s)</i>

EXPENSES:

List **ALL** your monthly expenses:

<i>Description</i>	<i>Mo. Amt.</i>	<i>Description</i>	<i>Mo. Amt.</i>
<i>Rent/Mortgage Payment</i>		<i>Insurance (Medical, Auto etc.)</i>	
<i>Utilities</i>		<i>Medical/Medicine</i>	
<i>Food</i>		<i>Clothing</i>	
<i>Auto/Transportation</i>		<i>Entertainment</i>	

LIABILITIES:

List all liabilities of yourself and your spouse which have not been discharged in a bankruptcy:

<i>Description/Owed to/City/State</i>	<i>Amount owed</i>	<i>Payment amt./List if mo./wk.</i>

Have you ever declared bankruptcy? Yes _____ No _____ If "yes", when? _____

Are you delinquent in any payment of taxes? Yes _____ No _____ If so, explain: _____

I hereby certify that to the best of my knowledge and belief, this represents a full and accurate disclosure of my assets and liabilities as of the date signed below.

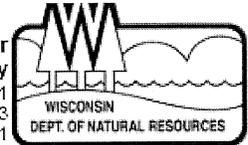
Signature

Date

Signature

Date

ACCESS AGREEMENT



ACCESS AGREEMENT

This agreement made on this **Date:** _____ (**date to be completed by DNR**) between the Wisconsin Department of Natural Resources (hereinafter "DNR" or "Department") and the property owner (hereinafter "Owner").

WHEREAS, the Owner has been qualified by the Bureau of Remediation & Redevelopment as being unable to pay for the removal of underground petroleum storage tanks (hereinafter "tanks") on their property, and

WHEREAS, the DNR desires to assist Owner in the removal of tanks, which may pose a threat to the environment, through the use of Petroleum Inspection Funds available for such assistance,

NOW, THEREFORE, for valid consideration, the receipt of which is hereby acknowledged, and in consideration for the promises and covenants in this Agreement, the DNR and Owner agree as follows:

Responsibility

Owner has underground petroleum storage tank(s) on his/her property which are not in compliance with the administrative code provisions that govern the storage of flammable, combustible and hazardous liquids, Wis. Admin. Code Chapter ATCP 93.

The DNR is making funds available to remove these tanks so that they may comply with Chapter SPS 310 at no current cost to the Owner. In return, the DNR will place a lien on the property in the amount of the costs of the tank system removal and site assessment.

The funds will come from the Petroleum Inspection Fund. The DNR will have control of these funds at all times and will pay contractors, selected through an approved state bidding process, with those funds, directly, upon completion of the work.

Responsibility for the property, tank system, and/or any future remediation remains with the Owner. The DNR does not assume any responsibility for the Owner.

Access to Property

This agreement will allow the DNR and its agents and contractors to enter Owner's property for the purpose of cleaning and removing the UST system and conducting a site assessment. The Owner will allow needed access and facilitate in any way necessary.

In order for potential contractors to submit a bid proposal, potential contractors will likely desire a site visit. The Owner will allow potential contractors access to the property containing the tanks for purposes of bid preparation.

Potential Contamination Found

Under Wis. Admin. Code ATCP 93.560, a tank removal is not complete without a site assessment for contamination to the environment. There is a potential that contamination to the environment may be found once the tanks are removed. Cleanup of such contamination would be the responsibility of the Owner. The

DNR will assist the Owner in efforts to determine whether additional funding may be available; however, costs of remediating contamination are ultimately the responsibility of the Owner.

Resources Available for Assistance

If contamination is found, Owner MAY be eligible for resources available to assist with the necessary cleanup. Federal grant funds may be made available for purposes of cleanup. The site may be eligible for PECFA funding under Wis. Stats. §101.143. However, PECFA funding requires a deductible to be paid by the owner. Under §101.143, where need is proven, that deductible may be waived or reduced and a lien placed on the property for that amount.

Depending upon the type of property on which the tanks are located, Brownfield's grants may also be available for cleanup of contamination. The DNR may also have some funds available for cleanup.

There is no guarantee that the Owner or owner's potentially contaminated property will be eligible for additional funding. Ultimately, the cleanup of the environment is the responsibility of the Owner.

Hold Harmless

The Department will only contract with certified tank cleaners and removers. To become certified, an applicant must demonstrate that they have contractor liability insurance coverage, including pollution impairment liability coverage of no less than \$1,000,000 per claim and \$1,000,000 annual aggregate. Owner agrees to hold the Department harmless for any damage to the owner's property and pursue any damages with the contractor.

WISCONSIN OPEN RECORDS LAW

Subject to the following terms, the Department shall safeguard all of the financial statements provided to them by the Recipient:

- a) Except as otherwise required or provided by court order, legal process or applicable Wisconsin law including, without limitation, the Wisconsin Open Records Law, sec. 19.31, Stats., et seq, the Department shall not reveal or disclose any financial information and documents provided by the Recipient to any non-governmental person or entity without the prior written consent of the Recipient.
- b) If the Recipient believes or contends that any financial statements provided hereunder qualify as "trade secrets" and are exempt from disclosure under the Wisconsin Open Records Law, the Recipient shall:
 - (i) Fill out a standard trade secrets designation form to be provided by the Department, designating specific information or documents as "trade secrets" and agreeing to defend and indemnify the Department, and to hold them harmless in the event of any future open records request asking for copies of such documents; and
 - (ii) Provide the Department with two copies of such information -- a clean copy and a copy with the "trade secret" information redacted--for the Department's files.

ENTIRE AGREEMENT

This Agreement and exhibits contain the entire Agreement of the parties concerning the Recipient's obligations under the terms and conditions of this Agreement. This Agreement may not be amended, modified or altered except in writing signed by the Recipient and the Department.

CHOICE OF LAW

THIS AGREEMENT IS AND SHALL BE GOVERNED BY THE LAWS OF THE STATE OF WISCONSIN. If any provisions of the Agreement shall be prohibited by or invalid under Wisconsin law, such provisions shall be ineffective only to the extent of such prohibition or invalidity, without affecting the validity or enforceability of the remaining provisions thereof.

VENUE; JURISDICTION

Any judicial action relating to the construction, interpretation, or enforcement of this Agreement, or the recovery of any principal, accrued interest, court costs, attorney's fees and other amounts owed hereunder, shall be

Wisconsin Department of Natural Resources

brought and venued in the U.S. District Court for the Western District of Wisconsin or the Dane County Circuit Court in Madison, Wisconsin. ***THE RECIPIENT HEREBY CONSENTS TO PERSONAL JURISDICTION IN THOSE WISCONSIN COURTS, AND WAIVES ANY DEFENSES THAT THE RECIPIENT OTHERWISE MIGHT HAVE RELATING THERETO.***

WAIVER OF RIGHT TO JURY TRIAL

THE RECIPIENT HEREBY WAIVES ITS RIGHT TO A JURY TRIAL IN CONNECTION WITH ANY JUDICIAL ACTION OR PROCEEDING THAT MAY ARISE BY AND BETWEEN THE DEPARTMENT AND THE RECIPIENT CONCERNING THE CONSTRUCTION, INTERPRETATION OR ENFORCEMENT OF THIS AGREEMENT, OR THE RECOVERY OF ANY PRINCIPAL, ACCRUED INTEREST, COURT COSTS, ATTORNEY'S FEES AND OTHER AMOUNTS THAT MAY BE OWED BY THE RECIPIENT HEREUNDER.

MISCELLANEOUS

- a) Severability. The invalidity of any provision of this Agreement shall not affect the validity of the remaining provisions, which shall remain in full force and effect to govern the parties' relationship.
- b) Department Not A Joint Venture Or Partner. The Department shall not, under any circumstances, be considered or represented to be a partner or joint venture of the Recipient or any beneficiary thereof.
- c) Documents. All documents required to be delivered contemporaneously with the execution and delivery of this Agreement is expressly made a part of this Agreement as though completely herein, and all references to this Agreement herein shall be deemed to refer to and include all such documents.
- d) Agreement Controlling. In the event of any conflict or inconsistency between the Agreement and the exhibits hereto, the terms of this Agreement shall control.

CAPTIONS

The captions in this Agreement are for convenience of reference only and shall not define or limit any of the terms and conditions set forth herein.

AUTHORITY TO SIGN DOCUMENT

The person(s) signing this Agreement on behalf of the Recipient certifies and attests that the Recipient's respective Articles of Incorporation, By Laws, Charter, Corporate or other Resolutions, and/or other related documents give full and complete authority to bind the Recipient, on whose behalf they are executing this document.

Recipient assumes full responsibility and holds the Department harmless for any and all payments made or any other actions taken by Department in reliance upon the above representation. Recipient agrees to indemnify Department against any and all claims, demands, losses, costs, damages or expenses suffered or incurred by Department resulting from or arising out of any such payment or other action, including reasonable attorneys' fees and legal expenses. Recipient has read, fully understands and agrees to all of the terms and conditions in this Agreement and the related attachments.

<<<<< Signatures to be applied on the next page >>>>>

IN WITNESS WHEREOF, the Department and the Recipient have executed and delivered this Access Agreement effective the date set forth next to the Department's signature below.

Facility ID: _____

For the property located at: _____ Street _____ City

<<WISCONSIN DEPARTMENT OF NATURAL RESOURCES>>

By: _____ Bureau of Remediation & Redevelopment _____ Date

<<RECIPIENT>>

By: _____ owner _____ Date

By: _____ co-owner _____ Date

Notices to the Recipient hereunder shall be effective upon mailing by first class mail, postage prepaid, and addressed to the following person and address or such other person and address as the Recipient may designate in writing:

James E. Moser
Bureau of Remediation & Redevelopment, RR/5
101 S Webster Street
P.O. Box 7921
Madison, WI 53707-7921

Attention to: _____

Company: _____

Address: _____

City, State, Zip: _____

FEDERAL TAX RECORDS

STATE TAX RECORDS

TAX BILL

DEED