Pollution Liability Insurance Program
Technical Assistance Program

TERMS & CONDITIONS

The Washington State Pollution Liability Insurance Agency (PLIA) administers the Technical Assistance Program (TAP) under the authority of RCW 70A.330.040(7) and WAC 374-80-010. Under TAP, PLIA provides advice and technical assistance regarding a completed or proposed independent remedial action and application of the Model Toxics Control Act (MTCA), chapter 70A.305 RCW, and chapter 173-340 WAC. This document outlines the program terms and conditions.

TAP is a voluntary program to assist owners and operators of heating oil and gasoline-diesel underground storage tank systems (UST) with known or suspected releases. Specific program definitions and procedures can be found in the *Technical Assistance Program Guidance* (Guidance). The Guidance is posted on PLIA's agency website at www.plia.wa.gov, and is updated as needed (typically annually). PLIA also reserves the right to update the TAP terms and conditions as needed.

By acknowledging review of this document, the party enrolled or seeking to enroll in TAP (Applicant) agrees to the following terms and conditions.

1. Purpose

PLIA provides advice and technical assistance regarding a completed or proposed independent remedial action and application of (1) chapter 70A.330 RCW Heating Oil Pollution Liability Protection Act, and (2) chapter 70A.305 RCW MTCA. The TAP rules are codified in chapter 374-80 WAC. Any opinion provided by PLIA is advisory only and not binding upon either the agency or the Department of Ecology (Ecology). An Applicant who is enrolled in the program conducts independent remedial actions at a site and does so at its own risk. The Applicant acknowledges that it may be required to take additional remedial action by Ecology if such actions are determined to be necessary under the MTCA.

2. Enrollment Fee

The TAP enrollment fee is as follows:

- Heating oil tank system: $1,500 per a release.
- Gasoline-diesel tank system: $10,000 per a release.

The fee is paid to PLIA online at www.plia.wa.gov, and is applied as a one-time reimbursement for agency costs incurred in providing advice and assistance. The fee must be paid before advice or technical assistance is provided. Unless PLIA determines that the site does not have an eligible

petroleum gasoline-diesel storage or heating oil tank system, the fee is nonrefundable.

Any remedial action costs at the site such as soil sampling, site assessment, and remediation work, are the responsibility of the Applicant. PLIA may recommend certain remedial actions as part of the advice and technical assistance, however the Applicant is responsible for paying those costs.

3. Services provided by PLIA

PLIA services include advice and technical assistance on how to meet the substantive requirements of MTCA, the state's cleanup regulations. Additional services are outlined in WAC 374-80-040(3) and may include written opinions on whether further remedial action is necessary. PLIA provides advice and technical assistance only if sampling, testing, and site characterization are performed in accord with the TAP reporting requirements listed in the Guidance.

4. Procedures

Applicants must follow the program procedures which are also outlined in the TAP Guidance.

A. Submit a TAP application and pay the enrollment fee online.

B. *For gasoline-diesel tank system releases*: Schedule and attend an intake meeting with PLIA within three months of application submittal. Intake meetings may be conducted virtually. A site is formally accepted into the program once PLIA confirms fee payment and the Applicant attended an intake meeting.

C. Select and hire a service provider or consulting firm to perform sampling, testing, site assessment, and site remediation. Only work performed in accordance with TAP reporting requirements are reviewed. The Applicant is responsible for any costs associated with work performed by the service provider or consulting firm.

D. Applicant must propose and submit to PLIA a project timeline of milestones. This will include activities such as remedial investigation, feasibility study, and draft correction action plan. If work performed does not meet the project timeline, then a status report informing progress on milestones is due to PLIA every 90 days after the timeline date has passed and until the milestone is reached.

E. PLIA may recommend the Applicant perform additional or different remedial activities at the tank system site if PLIA deems it necessary and in accordance with MTCA regulations to protect human health and the environment.

F. Upon completion of review and evaluation, and at the Applicant's request, PLIA will provide a written opinion on whether further remedial action is necessary to meet the substantive requirements of MTCA.

5. Written Opinion

At the Applicant's request, PLIA will issue a written opinion as to whether remedial action(s) meets the substantive requirements of MTCA. PLIA's written opinion is final; however, PLIA may rescind an opinion if PLIA receives information that site conditions changed or the substantive requirements of MTCA are not met. If a written opinion is rescinded, then PLIA will provide the Applicant written notice of any minor or administrative issues and allow the Applicant to address these issues to PLIA's satisfaction. For issues substantive in nature, PLIA may rescind the written opinion and notify Ecology.

6. Environmental Covenant

If an environmental covenant is required as an institutional control to protect part of the remedy, PLIA must consult with and seek comment from a city or county land use planning department. Consultation is required for any real property that is subject to the covenant and occurs prior to recording of the environmental covenant. PLIA will conduct periodic review of the covenant every five years. PLIA may recover from the Applicant any costs related to the environmental covenant.

The Applicant may petition to PLIA to have the covenant terminated if the conditions for the environmental covenant no longer exist. PLIA will seek public comment and if PLIA agrees with the Applicant, PLIA will seek termination by consent of the covenant.

7. Termination

PLIA or the Applicant may terminate the TAP enrollment any time and without cause – including prior to project completion. The party seeking termination must send a termination notice in writing by email or mail to the other party. The termination effective date is either the date that PLIA sends the Applicant the written notice, or the date the PLIA receives the written notice.

PLIA may also terminate TAP enrollment for one of the following reasons.

- Applicant fails to meet project milestones.
- PLIA issues a No Further Action opinion letter that does not include an environmental covenant.
- After enrollment and any time during testing and assessment activities, PLIA may determine that the site does not have an eligible petroleum gasoline-diesel storage or heating oil tank system. Only in this case will the enrollment fee be refunded.
- PLIA determines that additional or different remedial actions are necessary to protect human health and the environment, and that an administrative order is needed at your site. PLIA will refer you to Ecology for possible formal advice, assistance, and oversight.

8. Liability

Washington State, PLIA, and its officers and employees accept no liability, nor portion of liability, from the Applicant. Furthermore, Washington State, PLIA, and its officers and employees are immune from all liability, and no cause of action arises from any act or omission in providing or failing to provide advice, opinion, conclusion, or assistance under this program.

9. Contact

Additional information about TAP is available at PLIA's website at www.plia.wa.gov, or for questions, please call (800) 822-3905.

***