



Underground Storage Tank Cleanup Fund CONDITIONS OF PAYMENT CERTIFICATION

CLAIMANT NAME:			
SITE ADDRESS:			
	Claim No.:		Date:

NOTE: Reimbursement Requests CANNOT BE PROCESSED unless the “Conditions of Payment Certification” form is on file with the Underground Storage Tank Cleanup Fund (USTCF).

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 statutes and regulations that are a condition of payment from the USTCF and with all terms, conditions and commitments in the Claimant’s USTCF Application, and any documents in support thereof.
2. The Claimant only will request reimbursement from the USTCF for those costs that the Claimant reasonably believes are eligible for reimbursement from the USTCF under the applicable USTCF statutes and regulations.
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 and Claimant’s entitlement thereto, and Claimant agrees to retain such records for at least three years after the final reimbursement from the USTCF for this claim. The Claimant agrees that the retention period will 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 (State Water Board).
5. The State Water Board 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 USTCF, 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 USTCF for any costs disallowed as a result of such audit immediately upon receipt of a copy of such audit and in any event, not later than 30 days after a written request for repayment by the State Water Board or any authorized representative thereof.



Claim No:		Date:	
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6. If the Claimant receives reimbursement from another person for any cost for which reimbursement also has been received from the USTCF, the Claimant will remit to the USTCF an amount equal to the sum disbursed from the USTCF, except where both of the following apply: a) such cost was advanced to the Claimant under circumstances where the Claimant is obligated to repay the advance from any reimbursement from the USTCF; and b) the Claimant receives no benefit, direct or indirect, from such repayment.
7. The Claimant certifies that all amounts requested on each Reimbursement Request represent actual amounts that have been or will be paid by the Claimant or, if applicable, a Joint Claimant, Co-Payee, or another person pursuant to the terms of a valid "on behalf of" agreement.
8. Claimant will provide to the USTCF proof that all costs requested on each Reimbursement Request have been paid by the Claimant or, if applicable, a joint Claimant, co-Payee, or another person pursuant to the terms of a valid "on behalf of" agreement.
9. Any overpayment from the USTCF, or any other payment from the USTCF to which the Claimant is not entitled, will be repaid to the USTCF 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 State Water Board or any authorized representative thereof.
10. In the event of an overpayment by the USTCF for this claim, reimbursements for all of Claimant's USTCF claims may be held in abeyance until the overpayment is repaid or otherwise resolved to the satisfaction of the State Water Board.
11. Any repayments due to the USTCF shall bear interest at the highest legal rate from the date due to the USTCF to the date of actual repayment.
12. 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 all Reimbursement Requests, including, but not limited to, the reasonable cost of any attorney fees and any associated court and trial costs.
13. The Claimant understands that, pursuant to subdivision (c) of section 25299.74 of the Health and Safety Code, the State Water Board 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 the Claimant's Reimbursement Requests from any person or persons responsible or liable for the unauthorized release for the subject site, up to the amount of any reimbursement received by the Claimant.



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14. The Claimant certifies that all invoices, documentation of payment of invoices, and all other supporting documentation submitted in connection with each Reimbursement Request are true and accurate representations of costs actually incurred by or on behalf of the claimant at the subject site.

15. In the event of a death, corporate merger or acquisition, partnership dissolution, or any other event that results in a change in the Claimant's or, if applicable, Joint Claimant's or Co-Payee's, full legal name, entity status, taxpayer identification number, or any fictitious business name provided to the USTCF, the Claimant will promptly notify the USTCF in writing and expeditiously provide any wills, trusts, merger documents, dissolution documents, or other documentation required by the USTCF.

CERTIFICATION

"I (we) certify (or declare) under penalty of perjury that I (we) have read and agree with the Conditions of Payment listed above."

AUTHORIZED SIGNATORY SIGNATURE	DATE
AUTHORIZED SIGNATORY NAME (PRINT)	AUTHORIZED SIGNATORY TITLE
AUTHORIZED SIGNATORY SIGNATURE	DATE
AUTHORIZED SIGNATORY NAME (PRINT)	AUTHORIZED SIGNATORY TITLE
AUTHORIZED SIGNATORY SIGNATURE	DATE
AUTHORIZED SIGNATORY NAME (PRINT)	AUTHORIZED SIGNATORY TITLE



Underground Storage Tank Cleanup Fund CONDITIONS OF PAYMENT CERTIFICATION FORM INSTRUCTIONS

Claimants must submit a complete Conditions of Payment Certification (COP) Form to the Underground Storage Tank Cleanup Fund (USTCF) to receive reimbursement from the USTCF. The Form details the payment conditions that all claimants must adhere to when requesting and receiving reimbursement payments from the USTCF. Please see the instructions below for how to complete the Form. Submit the completed Form via mail with original signature to the USTCF. Failure to include the correct and accurate information may result in the Form being rejected.

Claimant Name – Enter the Claimant Name exactly as it appears on the Letter of Commitment.

Claim No. – Enter the Claim Number exactly as it appears on the Letter of Commitment.

Site Address – Enter the Site Address exactly as it appears on the Letter of Commitment.

Date – Enter the Date that the Form was prepared. The entered Date must match on all the pages of the Form.

Certification and Signature(s) – Read the certification in its entirety and sign the Form (preferably using blue ink) to certify that the claimant(s) understands the conditions for requesting and receiving reimbursement from the USTCF. The person signing must be the Authorized Signatory(ies) for the claim and the claimant(s). Only an original signature will be accepted.

Mail To:

Underground Storage Tank Cleanup Fund
P.O. Box 944212
Sacramento, CA 94244-2120
(800) 813 FUND (3863)
ustcleanupfund@waterboards.ca.gov

An electronic version of the Conditions of Payment Form and other forms may be obtained from the USTCF website at: https://www.waterboards.ca.gov/water_issues/programs/ustcf/.



State Water Resources Control Board Privacy Notice on Collection

Civil Code section 1798.17 requires a Privacy Notice on Collection to be provided when personal information is collected. Individuals have the right to review personal information maintained by the State Water Resources Control Board (State Water Board) and the Regional Water Quality Control Boards (collectively the Water Boards) unless access is exempted by law. You may review your records by contacting the official responsible for maintaining your information below. The Water Boards will not disclose your personal information unless authorized by law. To learn more about the Water Boards' Privacy Policy, visit waterboards.ca.gov/privacy.html.

Please do not include any personal information that is not requested.

Authority for Collection of Personal Information

The Underground Storage Tank Cleanup Fund (USTCF) collects the information requested on the form as authorized by Health and Safety Code, division 20, chapter 6.75, section 25299.10 et seq. and California Code of Regulations, title 23, division 3, chapter 18, section 2803 et seq. (USTCF Statutes and Regulations).

Principal Purpose for Which the Information Collected is to Be Used

The information will be used for all the following, as applicable:

- Determining eligibility of claimants, joint-claimants, and assignees to the USTCF, including the USTCF's Commingled Plume Account;
- Determining eligibility of requested costs; and
- Ensuring compliance with requirements under the USTCF Statutes and Regulations for receiving reimbursement of corrective action, regulatory technical assistance, and third-party costs from the USTCF.

Known or Foreseeable Disclosures of the Information

The USTCF posts the claimant's name, site name, site address, claim eligibility, and reimbursement information for each USTCF claim on its website and within the State Water Board's electronic data management system for hazardous waste sites, GeoTracker.

In addition, please note that pursuant to the California Constitution and the Public Records Act, the State Water Board must disclose its records to the public upon request unless otherwise exempted by law.

Consequences of Not Providing Any or All Parts of the Requested Information

All requested information is required. Failure to provide requested information may result in delays in the processing, suspension, or denial of your claim, requested costs, assignment request, or request to change your claim's priority class or budget category.



Failure to provide any requested information that is necessary to ensure compliance with requirements under the USTCF Statutes and Regulations for corrective action, regulatory technical assistance, or third party costs that you have received from the USTCF, including verification of proof of payment, may result in suspension of your claim and the initiation of a cost recovery action against you.

Official Responsible for Maintenance of Information

Underground Storage Tank Cleanup Fund Supervisor I

Contact Information for Responsible Official

Underground Storage Tank Cleanup Fund Supervisor I

P.O. Box 944212

Sacramento, CA 94244-2120

(800) 813 FUND (3863)

ustcleanupfund@waterboards.ca.gov