

**TITLE 165. CORPORATION COMMISSION
CHAPTER 27. INDEMNITY FUND
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SUBCHAPTER 1. GENERAL PROVISIONS

165:27-1-1. Purpose

The Indemnity Fund Program will provide for rehabilitation of as many pollution sites as possible that have resulted from releases of petroleum from storage tank systems. The Indemnity Fund Program will also encourage voluntary corrective action in a manner and to a level of completion which will protect the public health, safety and welfare and minimize damage to the environment. In order to accomplish these purposes, the Indemnity Fund Program will reimburse allowable costs incurred for corrective action to eligible parties.

165:27-1-2. Definitions

In addition to the terms defined in 17 O.S. Sections 303, 352, and in OAC 165:25-1-11 and 165:26-1-2, the following words or terms, when used in this Chapter, shall have the following meaning unless the context clearly indicates otherwise:

"Administrative Application" means an Application for eligibility and reimbursement made to the Commission by the Director of the Petroleum Storage Tank Division on behalf of an unavailable or unwilling Applicant to facilitate meeting the Program's obligation to protecting public health, safety and welfare.

"Agent" means a person authorized by another to act on their behalf, either out of employment or contract.

"Assignment of Benefits" means a written directive from the Applicant of Record instructing the PSTD Indemnity Fund to pay reimbursement directly to the named Assignee.

"Assignment of Rights" (aka "Limited Power of Attorney") means a transfer of authority granting the Assignee the legal right to act on the Assignee's behalf for specified matters.

"Associated costs" means expenses that are not integral to the corrective action and not subject to reimbursement.

"Chemicals of Concern (COC)" means chemicals that may pose a threat to human health and the environment.

"Claim or Claims" means a properly submitted request for reimbursement from the Fund for an SOR or eligible case when the deductible is paid.

"Closed file" means a file for which final resolution has been made of all invoices submitted for corrective action taken under an application for reimbursement from the Indemnity Fund.

"Commission or OCC" means the Oklahoma Corporation Commission.

"Confirmed Release" means a release of petroleum from a regulated storage tank system resulting in levels of chemicals of concern in native soils and/or groundwater that exceed state action levels to which a PSTD case number is assigned and further corrective action is required.

"Contamination" means pollution in the native environment caused by a release of a regulated substance above action levels for that substance as set by the Commission.

"Disbursement" includes all monies, actually paid, expended, encumbered, reserved or attributable to a reimbursable event(s).

"Dispenser" means equipment, gauge(s), hose(s), nozzle(s), immediately associated pipe or fittings and other such appurtenances located aboveground and intended for dispensing PSTD-regulated substances from a tank system. The dispenser is not part of a tank system for purposes of the Indemnity Fund Program.

"Eligible Person" means the party who has made application to the Indemnity Fund and met applicable criteria to become eligible to receive reimbursement on an OCC confirmed release, and who has been issued an Eligibility Letter from the Indemnity Fund. An eligible person may be an impacted party or adjacent owner.

"Eligible Release" means a release of a petroleum product that qualifies for Indemnity Fund eligibility and/or reimbursement, and generally includes only those products and/or a release from a storage tank system regulated by the OCC.

"Fund" means the Petroleum Storage Tank Indemnity Fund.

"Impacted Party" means an owner whose property has been impacted by a release from an on-site or off-site petroleum storage tank system that was never owned or operated by the impacted party and who has no OCC regulatory responsibility. An Impacted Party can apply for Fund eligibility and reimbursement, and the Fund deductible is not applicable.

"Investigation" means activities taken to identify, confirm, monitor or delineate the physical extent of a release and which result in the selection of an appropriate means to remediate a release and specific design criteria for such remediation upon currently used costing programs and/or reasonable competitive bids.

"Licensed Remediation Consultant" means an individual who has a current license issued by the PSTD.

"Pay-for-Performance (PFP)" means a process where an environmental consulting company (Consultant) guarantees by contract that a release of a regulated substance will be remediated to Chemicals of Concern (COC) levels agreed to by the PSTD, the Consultant and tank owner/operator that are protective of human health, safety and the environment. This performance-based process encompasses several steps, but is not limited to the contract signed by an officer/owner of the environmental consulting company, the applicant and the Administrator of the Indemnity Fund and an agreed to reasonable price. Scheduled payments are distributed only as performance-based goals are attained.

"Person" means any and all persons, including any individual, trust, firm, joint stock company, federal agency, corporation (including a government corporation), partnership, association, state, municipality, commission, political subdivision of a state, or any interstate body. It also includes a consortium, a joint venture, a commercial entity, and the United State Government.

"Petroleum storage tank system" means a closed-plumbed system including storage tank(s), line(s) and dispenser(s) for a given product, e.g. a facility site can have a gasoline and a diesel system, or systems for different grades of gasoline, or even separate systems for the same grade of gasoline. It also includes a transport truck when attached to a tank system, and a used oil tank.

"PSTD" means Petroleum Storage Tank Division, or Division.

"Reimbursement" means repayment of a claim to a qualified Claimant or Assignee, or for an Administrative Application, or for such a claim submitted on behalf of a qualified Claimant, for incurred allowable costs resulting from an eligible release.

"Remedial Action Plan" means a plan implementing the required and approved remediation.

"Remediation" means the process or technique used to reduce concentration levels of

regulated substances in the soil and groundwater, and/ or to reduce the presence of free product in the environment to levels that are protective of human health, safety and the environment.

"Site assessment" means a multi-step process designed to determine if a site has possibly been impacted by an amount of regulated substance(s).

"Site characterization" means a report submitted to the Commission that defines the extent of the contamination. The report should include, as a minimum, all things required by OAC 165:29 for such a report.

"Suspicion of Release" ("SOR") means preliminary investigative work performed under a PSTD Purchase Order to determine if a release has occurred. A modified eligibility process for a SOR is required.

"Work Plan" means a proposed scope of work to implement corrective action. This shall be submitted through a purchase order request and/or remediation plan.

165:27-1-3. Scope

This Chapter provides a basis that will allow the Indemnity Fund Program to organize and maintain itself, define eligible parties, allowable costs, methods, limitation of reimbursement, corrective action, completed work, and standards that will protect the health, safety and welfare of the state and its environment, and offers specific procedures and policies for speedy and timely reimbursement of allowable costs to eligible parties.

165:27-1-4. Authority

17 O.S. 1991, §§ 350 et seq. establishes the Oklahoma Petroleum Storage Tank Release Indemnity Program. Section 353 (A) provides that the Commission shall administer the Petroleum Storage Tank Indemnity Fund.

165:27-1-5. Citation of rules

This Chapter shall be known as the Oklahoma Corporation Commission's General Rules and Regulations Governing the Oklahoma Petroleum Storage Tank Indemnity Fund and may be cited as OAC 165:27.

165:27-1-6. Prescribed forms

All current, recognized and approved division forms must be used and are available from the PSTD or on the web page at www.occeweb.com or in person or by written request.

SUBCHAPTER 3. ELIGIBILITY REQUIREMENTS

165:27-3-1. General requirements

In order to qualify for reimbursement from the Fund, a person must meet the following requirements:

- (1) The person must be a storage tank owner or operator, adjacent property owner, or impacted party who has met applicable criteria for Fund reimbursement, to include Fund eligibility for an OCC confirmed release case, or a PSTD-authorized Purchase Order for a Suspicion of Release, that does require modified eligibility. The Director of PSTD may make an administrative application without meeting eligibility criteria.
- (2) The claimant must have incurred eligible expenses for an eligible release for which

reimbursement is requested.

- (3) The claimant must submit timely and properly completed forms for reimbursement to the Fund in accordance with governing statutes and the Rules of this Chapter set forth in OAC 165:27 et seq.

165:27-3-2. Eligible person

(a) An eligible person can be any of the following who has costs incurred as the result of a confirmed eligible release from a petroleum storage tank system, who has satisfied requirements for PSTD eligibility, and has been issued an Indemnity Fund Eligibility Letter by the PSTD Director.

- (1) An owner or operator of a storage tank system who fulfills the requirements of 17 O.S. Sec 356 and OAC 165:25 or OAC 165:26.
- (2) An owner whose property has been impacted by a release from an on-site or off-site petroleum storage tank system that was never owned or operated by the property owner and has no responsibility for the release.
- (3) A town or city which has obtained assignments from the property owners to act in their stead as “eligible party” and/or be deemed an “eligible party” itself for purposes of investigation and remediation of abandoned tank sites where a release of regulated substances has occurred on the property where the tanks are or were located and/or on nearby property within the limits of a single town or city. In any case where an abandoned petroleum storage tank system has released regulated substances on to the property where tanks are located or on to nearby property, within the limits of a single town or city, the city or town may obtain assignments from the property owners to act in their stead as “eligible party” and/or be deemed an “eligible party” itself for the purpose of investigation and remediation of the site(s).
- (4) Adjacent property owner or impacted party.

165:27-3-3. Eligible release [REVOKED]

165:27-3-4. Substantial compliance (Terminated by Legislature)¹

¹ **Editor's Note:** Section 165:27-3-4 was disapproved in its entirety by Senate Bill 455 (Section 28), effective 6-9-93. See also related Editor's Notice published at 10 Ok Reg 4355 and Notice of Legislative Disapproval published at 10 Ok Reg 4269.

SUBCHAPTER 5. QUALIFICATIONS FOR REIMBURSEMENT

165:27-5-1. Qualifications for reimbursement

In order to receive reimbursement from the Indemnity Fund, a person must, among other requirements:

- (1) In order to receive reimbursement every scope of work must have a pre-approved Purchase Order and/or a Pay for Performance Contract. The scope of work must be completed in accordance with the standards, requirements, rules, and regulations of the PSTD. Initially submitted claims and resubmitted claims shall be evaluated by the Division under the system of evaluation employed by the program at the time the claim is originally submitted or re-submitted unless otherwise directed by PSTD.

(2) The Applicant must be eligible and approved in the Fund for a confirmed release case. Modified eligibility in the Fund is required for reimbursement on Suspicions of Release, and other investigations.

(3) The Applicant must apply for reimbursement with timely and properly completed forms, including a certified affidavit by a Licensed Remediation Consultant that the costs incurred are true and correct with supporting documentation as set forth on the Purchase Order.

(4) Investigation and remediation work must be supervised/performed by a Licensed Remediation Consultant. Reimbursement will be paid to the Applicant unless the Applicant provides the Fund with a written "Assignment of Benefit" directing reimbursement be paid directly to an Assignee. Any revocation of "Assignment of Benefits" must be provided to the PSTD in writing. The Fund may also reimburse directly to a vendor engaged by PSTD for ancillary services deemed necessary to support a project upon presentation of a reimbursement request form accompanied by an original invoice.

(5) Investigation and remediation costs expended prior to Commission submission, shall be subject to Commission audit and reimbursement of costs based upon allowed costs at the time the submitted costs were incurred.

165:27-5-2. Application for reimbursement

An application for PSTD Eligibility on a confirmed release shall be made to the Administrator of the Indemnity Fund Program on applicable forms and include:

(1) A properly completed "Indemnity Fund Application" form with all requested information provided.

(2) A sworn Non-Collusion Affidavit executed by both the Applicant and the Licensed Consultant.

(3) A Leak Detection Data Sheet (if applicable) with supporting documents and other information verifying regulatory compliance at the time of the reporting of the release.

(4) Non-Ownership/Participation Affidavit.

(5) Assignment of Benefits.

(6) Damage Statement (I.A.).

(7) Other Financial Mechanisms (I.A.).

(8) Information deemed by PSTD staff to substantiate a claim as an impacted party or adjacent property owner.

(9) Any other information requested by the PSTD or Fund. When deemed warranted to support PSTD's charge to protect the public health, safety, and welfare, the Director of the PSTD may execute an Administrative Application to the Fund on behalf of an unavailable or unwilling owner.

165:27-5-3. Application for supplemental reimbursement

In order to be considered complete, a request for supplemental reimbursement shall contain:

(1) Supplemental Indemnity Fund reimbursement request.

(2) A certified affidavit that incurred costs are true and correct, with invoice numbers, dates of invoices and amounts of invoices being submitted.

(3) Itemized original invoices, if requested by PSTD.

(4) Any other information as may be required by the Fund.

SUBCHAPTER 7. REIMBURSEMENT

165:27-7-1. Reimbursable expenses

The Fund may reimburse eligible persons for:

- (1) Integral costs which are directly related to the corrective action. These costs may include such items as waste disposal, soil and groundwater remediation techniques, laboratory analyses, professional services, drilling, sampling, coring, transportation, etc.
- (2) Backfill on active confirmed cases.
- (3) Suspicion of release, and other costs deemed investigatory in nature.
- (4) Third Party property damages and medical costs as set forth in 17 O.S. 356.

165:27-7-2. Reimbursement

(a) Among other requirements an applicant for reimbursement is required to show:

- (1) Allowable costs were incurred on or after December 23, 1988.
- (2) The PSTD has determined that the release or suspicion of release may pose a threat to human health or the environment.
- (3) The eligible person, to the extent possible, has fully cooperated with PSTD in responding to the release.

(b) The Petroleum Storage Tank Division shall reimburse from the Indemnity Fund an eligible person for allowable costs in excess of 1% co-pay not to exceed Five Thousand Dollars (\$5,000.00) but not more than:

- (1) One million five hundred thousand dollars (\$1,500,000.00) per occurrence providing the storage tank is used in petroleum marketing or if the system has a throughput in excess of ten thousand (10,000) gallons per month based on annual throughput for the previous calendar year, and
 - (A) Two Million Dollars (\$2,000,000.00) annual aggregate for owners of one to one hundred storage tank systems, or
 - (B) Three million dollars (\$3,000,000.00) annual aggregate for owners or operators with more than one hundred storage tank systems or,
- (2) Five hundred thousand dollars (\$500,000.00) per occurrence providing the system is not used in petroleum marketing, and if the storage tank system has a throughput of ten thousand (10,000) gallons or less per month based on annual throughput for the previous calendar year, and
 - (A) Two million dollars (\$2,000,000.00) annual aggregate for owners of one to one hundred storage tank systems or,
 - (B) Three million dollars (\$3,000,000.00) for owners with more than one hundred storage tank systems.

(c) Reimbursement shall not be made from the Indemnity Fund pursuant to this Section until the Indemnity Fund Program has determined that the costs for which reimbursement is requested were actually incurred and were reasonable.

(d) Releases that occurred prior to June 4, 2004, shall not receive reimbursement until the \$5,000.00 deductible has been prepaid or a payment arrangement concerning the deductible has been agreed to by PSTD and significant compliance with the payment agreement is achieved.

(e) All corrective action costs incurred shall be subject to reimbursement in accordance with the unit cost pricing sheet established by the Unit Cost Committee and any adaptations, amendments or changes thereto.

(f) All remediation costs incurred shall be subject to reimbursement that is deemed fair and reasonable by the PSTD.

165:27-7-2.1. Limitations on Reimbursement [REVOKED]

165:27-7-3. Limited reimbursement [REVOKED]

165:27-7-4. [RESERVED]

165:27-7-5. Methods for reimbursement [REVOKED]

165:27-7-6. Conditions for reimbursement

(a) Action taken as a result of an eligible release other than in an emergency may be made by competitive bid of at least two (2) bidders. Acquisition or contracts or subcontracts for corrective action or for labor or equipment which exceed Two Thousand Five Hundred Dollars (\$2,500.00) from any one vendor or subcontractor for any one site shall be awarded to the lowest and best bidder. Professional engineering, geological, land surveying and other professional services or services provided by a PSTD Licensed Remediation Consultant required for investigation and the preparation of work plan and/or purchase orders, proposed corrective action plans and oversight of remediation will be reimbursed at current approved reasonable costs, or at the PSTD Director's discretion.

(b) When current costing systems cannot accommodate specific situations, contracts awarded should be to the lowest and best bidder. The Indemnity Fund Program requires proof of such competitive bidding.

(c) The owner/applicant and Licensed Remediation Consultant shall keep, and have available for review by the Indemnity Fund Program, records pertaining to the corrective action. These include but are not limited to:

- (1) Corrective action plans.
- (2) Remedial action plans
- (3) Contracts and contract negotiations.
- (4) Accounts
- (5) Invoices
- (6) Sales tickets
- (7) Subcontractor invoices
- (8) Other forms of documentation for expenses incurred relating to such

investigation, corrective action, remedial action, injury or damage.

(d) All records of costs incurred shall be certified by affidavit as true and correct and shall contain invoice dates, invoice numbers and amount of invoices being submitted.

(e) Reimbursement shall be made by the Fund only for costs that the PSTD determines were actually incurred, were reasonable, and are integral and necessary towards the cleanup of the site.

(f) An Applicant with a release or whose property has been impacted by a release, shall not retain an environmental consulting firm to perform remediation in which the Applicant has more than a 10% interest.

(g) An Applicant shall provide application information that will enable the Fund to determine which reimbursement method to use.

(1) Initial, supplemental and final payments. Applicants may submit an Initial Reimbursement Request and periodic Supplemental Reimbursement Requests followed by a Final Reimbursement Request after case closure if they:

(A) Make application within two years from the date of closure letter from PSTD.

(B) Been determined to be eligible to access the Fund.

(2) An application for eligibility and all claims for reimbursement to the Fund must be made within two (2) years of the case closure letter issued by the PSTD. Eligible persons are encouraged to submit claims for reimbursement as the costs are incurred and in the order incurred.

165:27-7-7. Exclusions from reimbursement

(a) Tanks and/or systems owned or operated by state and federal governments are not eligible for reimbursement from the Fund.

(b) Tanks or systems are not eligible if owned or operated by a Class I Railroad.

(c) No reimbursement shall be made by the Indemnity Fund to any person who has received, or is eligible, for reimbursement from any other state or federal agency, insurance company, or third party payor for the corrective action taken or to any person for the same cost.

(d) No reimbursement shall be made for loss of time.

(e) No reimbursement shall be made for loss of business and taking of property associated with the corrective action.

(f) No reimbursement shall be made for punitive damages from civil actions resulting from the eligible release.

(g) No reimbursement shall be made for attorney's or legal fees.

(h) No reimbursement shall be made for associated but non-integral costs of the corrective action such as but not limited to costs of renovating, removing or disposing of tanks and other such related items.

(i) No reimbursement shall be made for releases from storage tank systems on Individual Allottee Indian Trust lands or Tribal Trust lands.

(j) No reimbursement shall be made for costs incurred prior to confirmation of release or SOR investigation unless costs of an emergency response are approved by the PSTD.

(k) No reimbursement shall be made for non-regulated petroleum storage tank system releases or of non-regulated substances.

165:27-7-8. Withholding reimbursement

The Fund may withhold reimbursement payments if any of the following apply:

(1) Offsetting charges.

(2) Conflicting, duplicate or unclear assignments.

(3) Subrogation of reimbursements.

(4) Pending legal action pertaining to reimbursement or claims.

(5) Clarification of possible third party payors.

(6) Investigation or pending investigation of suspected illegal or improper activity.

165:27-7-9. The Pre-Approval Program

(a) The purpose of the Pre-Approval Program is to reduce, if not eliminate, disallowances of reimbursement for costs incurred and associated with corrective action, as well as to foster a

spirit of cooperation between the Licensed Remediation Consultant, the PSTD and the tank owner.

(b) With the above in mind, all parties are encouraged to use either or both of the two pre-approval processes developed by the PSTD. These two procedures are: Purchase Orders and Pay-For-Performance (PFP). Simply put, these procedures document the agreement that all parties have reached and must comply with. These two procedures will be required for reimbursement.

(c) The tank owner elects, in writing and after consultation with the Administrator of the Indemnity Fund, not to participate in the pre-approval program and acknowledges in writing that the tank owner understands that all requests for reimbursement submitted without pre-approval will be subject to non-reimbursement of costs incurred which do not meet the statutory standards for reimbursement set forth in 17 O.S. § 350 et seq.

165:27-7-9.1. Pre-Approval for Emergency Responses - Exceptions

(a) Emergency abatements must report according to PSTD rules and requirements. All costs are subject to Fund discretion and a determination of necessary, reasonable and integral action.

(b) If an emergency response has been declared by the PSTD, immediate action is required.

165:27-7-10. Pay-For-Performance procedures

(a) Pay-For-Performance (PFP) Remediation Proposals are designed for pre-approval of work that is to be performed. Pay-For-Performances will not be issued on work that has already been completed.

(b) Before a Pay-For-Performance (PFP) Remediation Proposal can be approved, a Remedial Action Plan which satisfies the criteria of OAC 165:29-3-80 must be approved by the PSTD.

(c) A Performance-based Remedial Action Plan must be submitted for review to the PSTD.

(d) The Performance-based Remedial Action Plan Proposal shall include the following information:

- (1) Chronologic summary of site work with type, amount, and location of the release.
- (2) General description of the site geology and hydrology with stratigraphic cross-section.
- (3) Tier I/IA and 2 (if needed) report summary with proposed contaminant clean-up levels
- (4) Description of the proposed remediation technology to be used.
- (5) Schematics showing remediation system layout and remediation equipment.
- (6) Description of performance monitoring methods and list of key monitoring wells.
- (7) Total site remediation cost, contract terms, payment schedule, contract time frame, and warranty period.
- (8) Base map with all well and soil boring locations.
- (9) Detailed facility map with current benzene and TPH groundwater and soil plume maps.
- (10) Detailed facility map with free product thickness, if present.
- (11) Concentration maps of all other chemicals of concern that exceed Oklahoma Risk Based Corrective Action ("ORBCA") Site Specific Target Levels.
- (12) The number of months that will be required to complete the remediation.

- (13) The number of months that remediation will be warranted through continued operation in the event clean up levels have not been reached during the required clean up period.
- (14) Other relevant information to explain the extent and type of the contamination, how the proposed performance based work plan will accomplish the clean up, types of monitoring to be used, and any risks that may be associated with the clean-up that should be addressed.
- (e) All costs associated with the Performance-based Proposal must be included in the Performance-based Remedial Action Plan submitted to the PSTD.
- (f) Any change order or re-design costs will be part of the original Performance-based Work Plan unless otherwise stipulated in the PFP contract.
- (g) Costs associated with the closing of the site may or may not be included in the PFP but will be discussed prior to the execution of the PFP.

165:27-7-11. Purchase order procedures

- (a) Purchase order proposals are designed for pre-approval of work that is to be performed. Purchase orders will not be issued on work that has been completed without pre-approval.
 - (1) All purchase orders must use the appropriate standardized form for a particular scope of work.
 - (2) All purchase order proposals must be signed by the Licensed Remediation Consultant or tank owner and submitted as original documents using the PSTD designated forms and format.
 - (3) All purchase order proposals submitted to and receipted by PSTD will be reviewed and responded to within 30 days.
 - (4) If the purchase order proposal is approved as submitted, technical and accounting staff will sign the proposal and send an approved copy to the Licensed Remediation Consultant or tank owner with the assigned purchase order number and a list of the required documents that will support the completed scope of work as described in the purchase order proposal at the agreed upon price.
 - (5) If the purchase order proposal is not approved as submitted the PSTD Technical staff will contact the Licensed Remediation Consultant or tank owner concerning the necessary changes required or will schedule a meeting if needed.
 - (A) The Licensed Remediation Consultant or tank owner will then make the agreed revisions and submit the final signed and dated purchase order to the PSTD.
 - (B) When PSTD Technical staff recommends revisions to the purchase order proposal, the Licensed Remediation Consultant or tank owner will have 30 days from notification of revisions to respond and submit a final purchase order proposal. If the consultant or tank owner does not respond within 30 days, the purchase proposal as originally submitted is void.
 - (C) Unless agreed upon by both PSTD and the Licensed Remediation Consultant, in writing, any purchase orders that have not been completed and submitted for payment within 120 days after the scope of work completion date are null and void.

(6) In the event the Licensed Remediation Consultant or tank owner and PSTD cannot agree upon reasonable terms, the purchase order proposal shall be void and the following shall apply:

(A) Work will then proceed on a Work Plan basis with documentation, as provided for in 17 O.S. § 356(D), required for reimbursement; and

(B) Multiple submissions of purchase orders for the same or similar scopes of work will only be considered at the discretion of the PSTD.

(7) The PSTD will review only one revision of a purchase order proposal.

(b) Change orders must be submitted prior to performing work not included in the scope of work set forth in the approved purchase order, which will require pre-notification to and pre-approval by the Technical staff, unless the total additional costs are less than 5% of the approved purchase order. Documentation will be required to explain additional work completed and to justify additional costs. All requests for reimbursement of costs not incurred in the approved purchase order will be reviewed at the discretion of the Fund.

(c) Reimbursement format and requirements for purchase orders include the following:

(1) All scope(s) of work described in the approved purchase order must be completed in full before reimbursement is requested, unless other payment terms are pre-approved by the PSTD and set forth with specificity in the purchase order.

(2) All purchase orders being submitted for reimbursement will contain:

(A) A copy of the approved purchase order.

(B) Required documentation.

(d) Reimbursement claims on purchase orders will be paid within 30 days of receipt.

(e) The Licensed Remediation Consultant, tank owner-operator, or both may make application for an Administrative Application for hearing to determine terms and conditions of purchase order approval.

SUBCHAPTER 9. ADMINISTRATIVE PROVISIONS

165:27-9-1. Hearing, orders, and appeals

(a) Hearings and appeals to enforce the provisions of this Chapter shall be conducted in accordance with the Commission's Rules of Practice (OAC 165:5) shall be before an Administrative Law Judge on the PSTD Docket.

(b) The Commission shall issue such orders as it deems necessary to enforce the provisions of this Chapter to protect human health and the environment within the State of Oklahoma.

165:27-9-2. Changes to rules

The adoption of this Chapter shall not preclude the PSTD from subsequently altering, amending, or changing the rules in whole or in part after proper notice and hearing pursuant to the OAC 165:5. The PSTD may alter, amend, or change this Chapter upon application of any person or upon its own application.

165:27-9-3. Notices

Any notices and documents required to be submitted to the Fund or PSTD shall be delivered or mailed to:

- (1) Mailing address: Administrator, Petroleum Storage Tank Indemnity Fund, P.O. Box 52000, Oklahoma City, Oklahoma 73152-2000.
- (2) Mailing address: Director, Petroleum Storage Tank Division, P.O. Box 52000, Oklahoma City, Oklahoma 73152-2000.
- (3) Delivery address: Petroleum Storage Tank Indemnity Fund, Jim Thorpe Building, 2101 N. Lincoln Blvd., Room 238, Oklahoma City, Oklahoma 73105 (405) 521-4683.
- (4) Delivery address: Petroleum Storage Tank Division, Jim Thorpe Building, 2101 N. Lincoln Blvd., Room 238, Oklahoma City, Oklahoma 73105 (405) 521-4683.

165:27-9-4. Severability

If any part of this Chapter is adjudged by a court of competent jurisdiction to be invalid for any reason or in any manner, the remainder of this Chapter shall not be affected and shall remain in full force and effect.