

1 STATE OF OKLAHOMA

2 2nd Session of the 53rd Legislature (2012)

3 HOUSE BILL 2505

By: Russ

4  
5  
6 AS INTRODUCED

7 An Act relating to the Corporation Commission;  
8 amending 17 O.S. 2011, Section 356, which relates to  
9 the Oklahoma Petroleum Storage Tank Release Indemnity  
10 Program; adding limitation on reimbursements made  
11 from the Petroleum Storage Tank Indemnity Fund after  
12 a certain date; deleting certain costs that are not  
13 reimbursable from the Fund; and providing an  
14 effective date.

15 BE IT ENACTED BY THE PEOPLE OF THE STATE OF OKLAHOMA:

16 SECTION 1. AMENDATORY 17 O.S. 2011, Section 356, is  
17 amended to read as follows:

18 Section 356. A. The Oklahoma Petroleum Storage Tank Release  
19 Indemnity Program shall provide reimbursement to eligible persons  
20 for allowable costs resulting from an eligible release pursuant to  
21 the provisions of this section.

22 B. Any person who intends to file for reimbursement shall make  
23 application to the Oklahoma Petroleum Storage Tank Release Indemnity  
24 Program for such reimbursement. The only information required to be  
filed with the application shall be that information required by the

1 Oklahoma Petroleum Storage Tank Release Indemnity Program to  
2 determine eligibility for reimbursement.

3 1. The following information may accompany the application and  
4 shall be required prior to any reimbursement:

5 a. documentation of site conditions prior to initiation  
6 of corrective action,

7 b. a record of the costs actually incurred by the  
8 eligible person for each corrective action taken,

9 c. evidence that the corrective action was completed or  
10 will be completed in accordance with cleanup criteria  
11 established pursuant to the Oklahoma Storage Tank  
12 Regulation Act,

13 d. how any other financial responsibility requirements  
14 will be met,

15 e. whether there is any other liability coverage for the  
16 release,

17 f. any injury to property or physical injury incurred as  
18 a result of the release,

19 g. the corrective action plan approved by or submitted to  
20 the Storage Tank Regulation Program, and

21 h. such other information and records as the Oklahoma  
22 Petroleum Storage Tank Release Indemnity Program may  
23 require.

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1        2. The application shall contain a statement certified by  
2 affidavit that the information contained therein is true and correct  
3 based upon the best of the information available to and knowledge of  
4 the affiant.

5        C. 1. The Oklahoma Petroleum Storage Tank Release Indemnity  
6 Program:

7            a. may require that any corrective action taken as a  
8 result of an eligible release, other than corrective  
9 action taken in an emergency situation, may be made by  
10 the competitive bid of at least two bidders.

11 Acquisition or contracts or subcontracts for  
12 corrective action or for labor or equipment comprising  
13 a single task or scope of work which exceed Two  
14 Thousand Five Hundred Dollars (\$2,500.00) from any one  
15 vendor or subcontractor for any one site shall be  
16 awarded to the lowest and best bidder,

17            b. shall require that an eligible person or a property  
18 owner whose off-site property has been contaminated by  
19 a release shall not retain an environmental consultant  
20 to conduct the remediation of the release in which the  
21 eligible person, property owner, or impacted party has  
22 more than a ten percent (10%) interest ownership, is  
23 an employee, or is an officer of the environmental  
24 consultant, and

1           c.    may require the owner or operator to submit  
2                   documentation evidencing proof of such competitive  
3                   bidding.

4           2.   Any competitive bid submitted pursuant to this section shall  
5 be accompanied by the sworn noncollusion statement contained in  
6 Section 85.22 of Title 74 of the Oklahoma Statutes, modified in  
7 wording as appropriate. In the event bids are not obtained pursuant  
8 to this subsection, expenditures made without bids shall only be  
9 reimbursed by the amount determined to be the reasonable value of  
10 the equipment purchased or the task or scope of work performed.

11          3.   Professional engineering, geological, land surveying and  
12 other professional services or services provided by a Commission-  
13 licensed storage tank consultant required for investigation and the  
14 preparation of corrective action plans or proposed corrective action  
15 plans and oversight of corrective action shall be selected based  
16 upon professional qualifications and technical experience of the  
17 consultant at a fair and reasonable fee as negotiated between the  
18 eligible person and his or her consultant.

19          D.   The eligible person responsible for taking the corrective  
20 action shall keep and preserve suitable records of hydrological and  
21 other site investigations and assessments, site rehabilitation  
22 plans, contracts and contract negotiations, and accounts, invoices,  
23 sales tickets, or other payment records from purchases, sales,  
24 leases, or other transactions or claims involving costs actually

1 incurred related to such corrective action or injury or damage.  
2 Such records shall be made available upon request to agents and  
3 employees of the Oklahoma Petroleum Storage Tank Release Indemnity  
4 Program during regular business hours, and at other times upon  
5 written request. In addition, the employees, agents and  
6 representatives of the Oklahoma Petroleum Storage Tank Release  
7 Indemnity Program may from time to time request submission of such  
8 site-specific information as it may require. All records of costs  
9 actually incurred shall be certified by affidavit to the Oklahoma  
10 Petroleum Storage Tank Release Indemnity Program as being true and  
11 correct.

12 E. 1. a. The Administrator shall deny or approve and pay, in  
13 whole or in part, the application for reimbursement on  
14 behalf of or to eligible persons and shall complete  
15 initial reimbursement within ninety (90) days after  
16 receipt of the complete application including but not  
17 limited to all requisite supporting documents, unless  
18 the time for review is extended by the Administrator  
19 giving the applicant written notice of intent to  
20 extend no later than eighty (80) days from the date of  
21 receipt of the application. The total review period  
22 shall not be extended beyond one hundred twenty (120)  
23 days from the date of receipt of the complete  
24 application including but not limited to all requisite

1 supporting documents, unless otherwise extended by  
2 written mutual agreement of the applicant and the  
3 Administrator.

4 b. The Administrator, within thirty (30) days of receipt  
5 of the complete application including but not limited  
6 to all requisite supporting documents, shall determine  
7 whether such person is eligible for reimbursement and  
8 shall notify such applicant as to his or her  
9 eligibility in writing.

10 c. An application deemed to be incomplete shall not  
11 trigger the time allowed for review.

12 2. Disposition of an application shall be provided to the  
13 applicant in writing, accompanied by a written explanation setting  
14 forth in detail the reason or reasons for the approval or denial of  
15 a claim, in whole or in part. If the Administrator fails to make a  
16 determination on an application or payment within the time provided  
17 or denies an application, or if a dispute otherwise arises with  
18 regard to reimbursement, the applicant may seek appropriate legal  
19 remedies.

20 3. For claims submitted subsequent to submittal of the  
21 application, the Administrator shall have thirty (30) days from the  
22 date of receipt of the supplemental claim in which to approve or  
23 deny the supplemental claim. If a supplemental claim is made  
24 subsequent to the date of the application but prior to the

1 completion of the review of the application, the thirty-day review  
2 period shall not commence until the Oklahoma Petroleum Storage Tank  
3 Release Indemnity Program has completed its review of the  
4 application. This time for review may be extended by the  
5 Administrator giving the applicant written notice of intent to  
6 extend no later than twenty (20) days from the date of receipt of  
7 the claim.

8 4. For eligible releases requiring extensive corrective action,  
9 the Administrator is authorized to make an initial payment and  
10 periodic supplemental payments for reimbursements to eligible  
11 persons for ongoing reimbursable costs actually incurred. An  
12 eligible person intending to file for supplemental payments for  
13 reimbursement shall submit work plans for implementation of the  
14 corrective action plan approved by the Commission's regulatory  
15 program pursuant to the Oklahoma Storage Tank Regulation Act, or for  
16 other work which is proposed to be performed. Such work plans shall  
17 include, but not be limited to, the work to be completed, schedule  
18 of actions to be taken, and estimates of costs to be reimbursed.  
19 Such information may be submitted with the application for  
20 reimbursement or whenever appropriate. Such work plans shall be  
21 submitted for informational purposes only. After approval of the  
22 application, the Administrator shall have thirty (30) days from the  
23 date of receipt of a claim for supplemental payment in which to  
24 approve and pay or deny the supplemental claim. The thirty-day time

1 for review may be extended by the Administrator for an additional  
2 thirty (30) days upon giving the applicant written notice of such  
3 intent to extend no later than twenty (20) days from the date of  
4 receipt of the claim. If the claim for payment is included with the  
5 application for reimbursement, paragraph 1 of this subsection shall  
6 control.

7 F. 1. For reimbursement to a person described by subparagraph  
8 a of paragraph ~~2~~ 5 of Section 352 of this title for claims subject  
9 to the provisions of subsection G of this section the following  
10 conditions apply:

- 11 a. the person claiming reimbursement must be an eligible  
12 person,
- 13 b. the eligible person must have been in substantial  
14 compliance with the applicable rules promulgated  
15 pursuant to the provisions of the Oklahoma Petroleum  
16 Storage Tank Release Indemnity Program, and the  
17 Oklahoma Storage Tank Regulation Act at the time of  
18 the reporting of the release,
- 19 c. allowable costs resulting from a release must have  
20 been incurred on or after December 23, 1988,
- 21 d. the Commission determines that the release no longer  
22 poses a threat to public health and welfare or the  
23 environment,

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1 e. the Commission was given adequate notice by such owner  
2 or operator of the release pursuant to Section 309 of  
3 this title, and

4 f. such owner or operator, to the extent possible, fully  
5 cooperated with the Commission in responding to the  
6 release.

7 A person seeking reimbursement who has not been in substantial  
8 compliance with the applicable rules as required in subparagraph b  
9 of this paragraph, or who failed to give adequate notice as required  
10 in subparagraph e of this paragraph will remain ineligible until all  
11 corrective action ordered by the Commission has been accomplished  
12 and all fines paid. Payment of fines and documentation of  
13 corrective action shall be shown by a certification signed by the  
14 Director of the Division of the Corporation Commission which has  
15 responsibility for the storage tank regulatory functions set out in  
16 Chapter 14 of this title. The certificate must state that all fines  
17 resulting from noncompliance have been paid and any required  
18 corrective action has been completed and no additional enforcement  
19 actions are required.

20 2. For reimbursement to a person described by subparagraph b of  
21 paragraph ~~2~~ 5 of Section 352 of this title for claims subject to the  
22 provisions of subsection G of this section, the following conditions  
23 apply:  
24

- 1 a. the person claiming reimbursement must be an eligible
- 2 person,
- 3 b. the person, to the extent possible, has fully
- 4 cooperated with the Commission, and
- 5 c. allowable costs for any corrective action must have
- 6 been incurred on or after December 23, 1988.

7 G. Except as otherwise provided by the Oklahoma Petroleum  
8 Storage Tank Release Indemnity Program, a reimbursement shall not be  
9 made to any eligible person who has received or is eligible for  
10 payment or reimbursement from any other state or federal agency or  
11 other third party payor for the corrective action taken or the  
12 damages or the injuries associated with a release. If a state or  
13 federal agency or other third-party payor does not fully compensate  
14 the eligible person, then the eligible person may seek compensation  
15 for the uncompensated amount from the Indemnity Fund.

16 H. 1. An eligible person shall be reimbursed from the  
17 Indemnity Fund for allowable costs in excess of the copayment of one  
18 percent (1%) of the reimbursable costs for the remediation.  
19 Copayments shall not exceed a maximum of Five Thousand Dollars  
20 (\$5,000.00). The Indemnity Fund shall charge the eligible person  
21 directly for an initial one-thousand-dollar copayment and thereafter  
22 in one-thousand-dollar increments as warranted by the progressive  
23 total case costs. When the total case cost is finalized, the  
24 Petroleum Storage Tank Indemnity Fund shall reimburse the eligible

1 person any overpayment of the one-percent copayment. For releases  
2 that occurred prior to June 4, 2004, eligible persons shall pay the  
3 five-thousand-dollar deductible as a copayment which may be paid in  
4 installments.

5 2. An impacted party whose on-site or off-site property has  
6 been contaminated by a release who elects the procedure authorized  
7 by this subsection shall not be required to remit copayments in  
8 order to receive reimbursement from the Petroleum Storage Tank  
9 Indemnity Fund. The impacted party or adjacent owner submits to the  
10 jurisdiction of the Commission by applying for Indemnity Fund  
11 reimbursement.

12 3. ~~Reimbursements~~ Subject to the limitations set forth in  
13 paragraph 4 of this subsection, reimbursements shall not exceed:

- 14 a. One Million Five Hundred Thousand Dollars  
15 (\$1,500,000.00) per occurrence providing the storage  
16 tank is used in petroleum marketing or if the system  
17 has a throughput in excess of ten thousand (10,000)  
18 gallons per month based on annual throughput for the  
19 previous calendar year, and  
20 (1) Two Million Dollars (\$2,000,000.00) annual  
21 aggregate for owners of one to one hundred  
22 storage tank systems, or  
23  
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1 (2) Three Million Dollars (\$3,000,000.00) annual  
2 aggregate for owners of more than one hundred  
3 storage tank systems, or

4 b. Five Hundred Thousand Dollars (\$500,000.00) per  
5 occurrence providing the system is not used in  
6 petroleum marketing, and if the storage tank system  
7 has a throughput of ten thousand (10,000) gallons or  
8 less per month based on annual throughput for the  
9 previous calendar year, and

10 (1) Two Million Dollars (\$2,000,000.00) annual  
11 aggregate for owners of one to one hundred  
12 storage tank systems, or

13 (2) Three Million Dollars (\$3,000,000.00) for owners  
14 with more than one hundred storage tank systems.

15 ~~e.~~

16 The reimbursement limits in this paragraph shall not include funds  
17 expended on city, county, state or political subdivision property  
18 where the city, county, state or political subdivision is an  
19 impacted party or adjacent property owner.

20 4. For claims filed after the effective date of this act, the  
21 reimbursement limits in paragraph 3 of this subsection shall be  
22 reduced if the cost of remediation is more than the economic value  
23 of the property or properties involved in the remediation and if the  
24 director of the Fund is able to negotiate with the property owner or

1 owners to remove contaminated structures and other property at a  
2 cost that is less than the cost of eligible corrective action and  
3 remediation claims for the property or properties.

4 5. Reimbursement shall not be made from the Petroleum Storage  
5 Tank Indemnity Fund pursuant to this section until the Administrator  
6 has determined that the costs for which reimbursement is requested  
7 were actually incurred and were reasonable.

8 I. The Petroleum Storage Tank Indemnity Fund shall cover  
9 corrective action taken and other actual physical damage caused by  
10 an eligible release. The Petroleum Storage Tank Indemnity Fund  
11 shall also cover any medical injuries incurred as a result of the  
12 eligible release to persons other than employees of the eligible  
13 person of the storage tank system or their agents and independent  
14 contractors retained to perform any such corrective action. The  
15 Petroleum Storage Tank Indemnity Fund shall not be used to:

- 16 1. Recover payments for loss of time;
- 17 2. Recover payment of costs which may be associated with but  
18 are not integral to corrective action such as the cost of  
19 renovating, removing or disposing of storage tanks unless the  
20 removing of any petroleum storage tanks, concrete, concrete  
21 accessories, lines, dispensers or other site improvements is  
22 necessary as required by a corrective action plan approved by the  
23 Commission's regulatory program;

1 3. Pay for punitive damages from any civil action resulting  
2 from the eligible release; or

3 ~~4. Recover costs for loss of business and taking of property~~  
4 ~~associated with the corrective action; or~~

5 ~~5. Pay legal expenses.~~

6 J. The right to apply for reimbursement and the receipt of  
7 reimbursement does not limit the liability of an owner or operator  
8 for damages, injuries or the costs incurred as a result of an  
9 eligible release.

10 K. The right to file the initial application, supplemental  
11 claims, and resubmittals for reimbursement and the right to certify  
12 that costs are true, correct and actually incurred shall not be  
13 assigned to a person rendering services for corrective action on the  
14 subject site.

15 L. Any person who prevails in an action brought pursuant to the  
16 Oklahoma Petroleum Storage Tank Release Indemnity Program to recover  
17 disallowed claims upon an application, supplemental claim or  
18 resubmittal requesting reimbursement shall be entitled to recover  
19 interest, the costs of the action and attorney fees. Costs of the  
20 action shall include filing fees, administrative costs, witness fees  
21 and expenses related to the proceeding.

22 M. 1. In any case that has been determined to be eligible for  
23 reimbursement from the Petroleum Storage Tank Indemnity Fund, a  
24 property owner whose property has been contaminated by an eligible

1 release may remediate his or her own property and make direct  
2 application to and receive reimbursement from the Petroleum Storage  
3 Tank Indemnity Fund for any of the following:

- 4 a. the costs of investigation,
- 5 b. participation in the determination of activities to be  
6 conducted upon the site,
- 7 c. corrective action, and
- 8 d. remediation of his or her property.

9 2. Reimbursement shall be subject to the same requirements as  
10 requests for reimbursement made by the eligible person on such sites  
11 and shall be handled in the same manner as other sites which have  
12 adjacent release or overlapping or commingled plumes. The amount  
13 reimbursed to the property owner and eligible person shall not  
14 exceed the statutory limits of subsection H of this section.

15 N. In the event the Oklahoma Petroleum Storage Tank Release  
16 Indemnity Program fails to reimburse a claim as provided by this  
17 section, any person who prevails in an action brought pursuant to  
18 the Oklahoma Petroleum Storage Tank Release Indemnity Program to  
19 recover claims disallowed by an administrative action of the  
20 Oklahoma Petroleum Storage Tank Release Indemnity Program upon an  
21 application, supplemental claim or resubmittal requesting  
22 reimbursement shall be entitled to receive interest upon such claim  
23 at the rate provided for in subsection I of Section 727 of Title 12  
24 of the Oklahoma Statutes.

1       O. 1. Claims for reimbursement pursuant to the Oklahoma  
2 Petroleum Storage Tank Release Indemnity Program must be made within  
3 two (2) years of June 9, 1998, or two (2) years after site closure,  
4 whichever is later.

5       2. Eligible persons should be encouraged to submit claims for  
6 reimbursement as the costs are incurred and in the order they are  
7 incurred. However, the right to submit a claim or the time during  
8 which to submit a claim for reimbursement shall not be limited or  
9 restricted except as provided in this subsection.

10       3. All claims, including but not limited to, resubmitted  
11 claims, shall be evaluated by the Oklahoma Petroleum Storage Tank  
12 Release Indemnity Program under the system of evaluation employed by  
13 the Indemnity Fund Program at the time the costs were incurred.

14       P. 1. The Oklahoma Petroleum Storage Tank Release Indemnity  
15 Program is authorized to enter into contracts for site remediation  
16 or corrective action which may be performance based. Parties to  
17 such contracts shall be the eligible person, the off-site owner, the  
18 impacted party, the licensed remediation consultant and the Oklahoma  
19 Petroleum Storage Tank Release Indemnity Program which may guarantee  
20 the remediation or corrective action. Each party must execute the  
21 contract before it is effective. Costs of equipment used in the  
22 performance-based contract may be reimbursed separate and apart from  
23 the performance-based contract as determined by the Administrator.

24       2. If:

1 a. an owner or operator is not available and a storage  
2 tank system has made a release into the environment,  
3 or

4 b. where there is a suspicion of a release onto any  
5 property where tanks are located and/or onto property  
6 proximate thereto, or where tanks are located and a  
7 site assessment is necessary to confirm a release or  
8 perform tank closure, and

9 c. such property is located within the limits of the  
10 town, city or political subdivision,

11 the town, city or political subdivision may obtain assignments from  
12 property owners in order to assume the rights of an eligible party  
13 for the purpose of reimbursement of the costs associated with the  
14 assessment, investigation and remediation of any site.

15 3. The Administrator of the Petroleum Storage Tank Indemnity  
16 Fund may also designate a town, city or political subdivision to be  
17 an eligible party for the purpose of reimbursement of the costs  
18 associated with the assessment, investigation and remediation of any  
19 site.

20 4. If the town, city or political subdivision has title to the  
21 property or is the recipient of proceeds from a sale or auction of  
22 the property, the town or city shall reimburse the Petroleum Storage  
23 Tank Indemnity Fund for any required copayment within three (3)  
24 years from the closure of the case.

1           5. Terms of pay-for-performance contracts shall include, but  
2 not be limited to, the total amount to be paid for completion of the  
3 remediation or corrective action provided for by the contract and  
4 the length of time necessary to implement and complete the  
5 remediation or corrective action. Performance payments under pay-  
6 for-performance contracts shall be based upon the actual reduction  
7 of contamination upon the site being remediated. For those sites  
8 upon which it is estimated that remediation will take more than six  
9 (6) months and will require the installation and operation of a  
10 mechanical remediation system, payments under such contracts for the  
11 remediation to be accomplished by such system shall be as follows:

- 12           a. twenty percent (20%) of the total contract price for  
13           the first twenty-five percent (25%) reduction in  
14           contamination to be accomplished by such system,
- 15           b. an additional twenty percent (20%) of the total  
16           contract price, for a total of forty percent (40%) for  
17           the next twenty-five percent (25%), for a total of  
18           fifty percent (50%) reduction, in contamination to be  
19           accomplished by such system,
- 20           c. an additional twenty percent (20%) of the total  
21           contract price, for a total of sixty percent (60%) for  
22           next first twenty-five percent (25%), for a total of  
23           seventy-five percent (75%) reduction in contamination  
24           to be accomplished by such system,

- 1           d.    an additional twenty percent (20%) of the total  
2                contract price, for a total of eighty percent (80%)  
3                for next first twenty-five percent (25%), for a total  
4                of one hundred percent (100%) reduction in  
5                contamination to be accomplished by such system, and  
6           e.    with a final payment of the remaining twenty percent  
7                (20%) of the contract price to be paid after the site  
8                remains clean for six (6) months.

9           6.    Any consultant or company who fails to complete corrective  
10           action or remediation as provided in a pay-for-performance contract,  
11           or who has failed or fails, before requesting and receiving the  
12           first payment under a pay-for-performance contract, to install  
13           equipment upon a site which was proposed or which was to be  
14           installed whenever possible, or who in any other manner materially  
15           breaches a pay-for-performance contract shall be prohibited from  
16           entering into another pay-for-performance contract or purchase order  
17           with the Indemnity Fund for a period of three (3) years and shall  
18           forfeit any rights to or interest in the equipment to the Indemnity  
19           Fund if the equipment was:

- 20           a.    paid in advance by the Indemnity Fund, and  
21           b.    allocated for a pay-for-performance site.

22           Q.    The Oklahoma Petroleum Storage Tank Release Indemnity  
23           Program is authorized to enter into purchase orders for the  
24           performance of corrective action or various tasks or scopes of work

1 to be performed upon a site as is prudent. Each purchase order  
2 shall establish an amount to be paid for the completion of a  
3 particular corrective action, task or scope of work. Such purchase  
4 orders shall be entered into between the Oklahoma Petroleum Storage  
5 Tank Release Indemnity Program and the eligible person or his or her  
6 consultant. The Indemnity Fund Program and the eligible person or  
7 his or her consultant shall conduct negotiations in good faith.  
8 Rules promulgated to implement this subsection shall not place any  
9 restrictions upon the negotiation process by limiting the number of  
10 revisions which may be submitted or restricting the time period  
11 during which they may be submitted.

12 R. In evaluating and determining the amount of reimbursement to  
13 be paid upon a claim, the Indemnity Fund Program shall consider the  
14 reasonable cost of the task or scope of work that was reasonable and  
15 completed and shall be based upon standard billing rates and  
16 practices for environmental services as normally billed by such  
17 professionals, contractors or other service providers. If the  
18 overall total cost of performing a particular task or scope of work  
19 is reasonable, the Indemnity Fund Program shall fully reimburse the  
20 total cost of the particular task or scope of work performed.

21 S. 1. When a claim submitted for first reimbursement  
22 consideration is disallowed in whole or in part by the Administrator  
23 of the Petroleum Storage Tank Indemnity Fund, an applicant shall  
24 have ninety (90) days to resubmit the disallowed claim for

1 reconsideration. Unless otherwise authorized by the Administrator  
2 of the Petroleum Storage Tank Indemnity Fund, resubmittal of a claim  
3 that has been disallowed in whole or in part shall only be allowed  
4 one time.

5 2. Except as otherwise provided by this paragraph, if the  
6 disallowed claim is not resubmitted within ninety (90) days from the  
7 date of the disallowance, the claim shall no longer be eligible for  
8 reimbursement from the Petroleum Storage Tank Indemnity Fund. An  
9 action by the applicant disputing a disallowed claim shall be  
10 commenced within one (1) year of the date of the last disallowance  
11 and shall be brought for an administrative hearing before the  
12 Commission.

13 3. Any applicant that, prior to November 1, 2004, has incurred  
14 a disallowance of a claim in whole or in part and has not  
15 resubmitted the disallowed claim for further consideration has until  
16 February 28, 2005, to resubmit the disallowed claim for such  
17 consideration. After February 28, 2005, the claim shall be deemed  
18 denied and shall no longer be eligible for reconsideration or  
19 reimbursement from the Petroleum Storage Tank Indemnity Fund.

20 4. The Director of the Petroleum Storage Tank Division may  
21 consider hardship exceptions such as, but not limited to, active  
22 military duty, to the time limits contained in this subsection.  
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SECTION 2. This act shall become effective November 1, 2012.

53-2-8475 KB 01/18/12