

**CONSULTANT’S/CONTRACTOR’S DECLARATION FOR PAYMENT ASSIGNMENT**

I declare:

1. My name is \_\_\_\_\_ of \_\_\_\_\_ (the  
TITLE NAME OF COMPANY  
 “Consultant/Contractor”).
2. Consultant/Contractor has a contract with the owner or operator,  
NAME OF OWNER/OPERATOR, (“Owner/Operator”) of an underground  
 storage tank (or multiple tanks) and associated piping (“UST System”) listed as either  
 currently or formerly existing as a part of a facility located at  
 \_\_\_\_\_, EPD Facility ID \_\_\_\_\_ (the “Facility”).
3. Under its contract with Owner/Operator, Consultant/Contractor has been retained to  
 perform services at the Facility, including site investigation, free product recovery,  
 preparation of a corrective action plan (“CAP”), and conducting other appropriate  
 corrective action to remediate petroleum contamination from a release or spill of petroleum  
 from the UST System.
4. Consultant/Contractor has fully completed the tasks and services described in the invoices  
 numbered \_\_\_\_\_ and dated \_\_\_\_\_, which are attached hereto  
 at Exhibit A (“Invoices”).
5. The invoices attached at Exhibit A **have not been paid** by Owner/Operator to  
 Consultant/Contractor.
6. All costs described in the Invoices are actual, direct costs incurred by  
 Consultant/Contractor during the period indicated on the Invoices solely to conduct  
 corrective action at the Facility in accordance with the CAP approved by the Environmental  
 Protection Division, the Corrective Action Agreement, and the Georgia Underground  
 Storage Tank Act, O.C.G.A. § 12-13-1 *et seq.*
7. The costs described in the Invoices have not been submitted as part of any other request  
 for reimbursement from the Georgia Underground Storage Tank Trust Fund.
8. Consultant/Contractor expressly acknowledges that the Owner/Operator is liable and  
 responsible for any difference in the amount reimbursed by the Environmental Protection  
 Division from the Georgia Underground Storage Tank Trust Fund and the amount included  
 on the Invoices.

I declare under penalty of perjury under the laws of the state of Georgia that the foregoing is true and correct.

Signed at \_\_\_\_\_, [City] \_\_\_\_\_ [State] on  
\_\_\_\_\_ [Date].

By: \_\_\_\_\_

Printed  
Name: \_\_\_\_\_

**OWNER'S/OPERATOR'S DECLARATION FOR PAYMENT ASSIGNMENT**

I declare:

1. My name is \_\_\_\_\_ I am the \_\_\_\_\_ of \_\_\_\_\_ (the "Owner/Operator").  
TITLE NAME OF COMPANY
2. Owner/Operator is the owner or operator of an underground storage tank (or multiple tanks) and associated piping ("UST System") listed as either currently or formerly existing as a part of a facility located at \_\_\_\_\_, EPD Facility ID \_\_\_\_\_ (the "Facility").
3. Owner/Operator has retained \_\_\_\_\_ ("Consultant/Contractor")  
NAME OF COMPANY  
to perform services at the Facility, including site investigation, free product recovery, preparation of a corrective action plan ("CAP"), and conducting other appropriate corrective action to remediate petroleum contamination from a release or spill of petroleum from the UST System.
4. Consultant/Contractor submitted to Owner/Operator invoices numbered \_\_\_\_\_ and dated \_\_\_\_\_, which are attached hereto at Exhibit A ("Invoices"), for corrective action performed by Consultant/Contractor.
5. The Invoices have been accepted by Owner/Operator with no rights of setoff or other undisclosed credits not represented on the Invoices.
6. All costs described in the Invoices are actual, direct costs incurred by Consultant/Contractor during the period indicated on the Invoices solely to conduct corrective action at the Facility in accordance with the CAP approved by the Environmental Protection Division, the Corrective Action Agreement, and the Georgia Underground Storage Tank Act, O.C.G.A. § 12-13-1 *et seq.*
7. The Invoices are due and payable and **have not been paid** by Owner/Operator to Consultant/Contractor.
8. The costs described in the Invoices have not been submitted as part of any other request for reimbursement from the Georgia Underground Storage Tank Trust Fund.
9. Owner/Operator specifically requests that the Environmental Protection Division issue an ACH or check payment to Consultant/Contractor for the complete and full reimbursement of the Invoices from the Georgia Underground Storage Tank Trust Fund, in accordance with the Owner's/Operator's Corrective Action Agreement.
10. Owner/Operator acknowledges that reimbursement from the Georgia Underground Storage Tank Trust Fund for the costs included in the Invoices does not in any way represent a determination by the Environmental Protection Division that Owner/Operator is in compliance with all applicable laws and regulations.
11. Owner/Operator expressly acknowledges that Owner/Operator is liable and responsible for any difference in the amount reimbursed by the Environmental Protection Division from the Georgia Underground Storage Tank Trust Fund and the amount included on the Invoices.

I declare under penalty of perjury under the laws of the state of Georgia that the foregoing is true and correct.

Signed at \_\_\_\_\_, [City] \_\_\_\_\_ [State] on \_\_\_\_\_ [Date].

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_