



This form is to be used to apply for eligibility to the Redevelopment Fund Levels I, II, and III.

*Office Use Only: Approved
Redevelopment Fund #*

PROPERTY OWNER INFORMATION

Name

**Contact
Person**

**E-Mail
Address**

Phone Number

**Mailing
Address**

City

State

Zip Code

PROPERTY INFORMATION

Address

City

State

Zip Code

**Property
Acquisition
Date:**

*Please attach to this application
evidence of property ownership,
such as a copy of deed of trust or
warranty deed.*

1) Is the property owner eligible to the Petroleum Storage Tank Fund? Refer to Regulation 7 C.C.R. 1101-14 Article 8, Section 8.1.

Yes No

2) How was it determined that petroleum storage tank(s) are present or existed on the property? (i.e., Phase I Environmental Site Assessment, Visual/Physical Detection, Real Estate Screening/Property Historical Records, Environmental Database). Please be prepared to provide pertinent documentation upon request.

PROJECT REDEVELOPMENT/ REUSE PLAN

3) Has any environmental site assessment work been completed on the property?

Yes No

4) Which project level(s) are you applying for?

Estimated
Project Start
Date:

Tank Removal

Level I

Level II

Level III

Directions: For questions 5-8 you may use Word and then copy and paste into the text box, or use the scroll down button to the right of the text box.

5) Describe the current use and future redevelopment or reuse of the property.

6a) Is the property located in a prioritized land use area? Please see page 10 of the Guidebook for Colorado prioritized land use areas.

Yes No

6b) What is the current property zoning?

6c) Is there a planned zoning change for this property?

7) Describe how the site redevelopment or reuse will promote the general welfare of the community, such as job creation, increase tax base, greenspace, etc. The ability to quantify the projected outcomes will enhance your application. Please consider the Redevelopment/Reuse Outcomes Worksheet to develop your answer.

8) If applicable, describe the level of community involvement regarding the proposed redevelopment/reuse plan.

TERMS AND CONDITIONS

By submitting this application, the Applicant affirms, certifies and agrees as follows:

1. The Applicant is the property owner responsible for the Site. The Applicant is and shall be responsible for assuring compliance with all applicable federal and State laws, rules and regulations that have been or may hereafter be established, including CRS 8-20.5-101, et seq., and 7 C.C.R 1101-14, Article 9.
2. The information submitted by the Applicant, to the best of Applicant's knowledge and belief, is true, accurate and complete. Applicant understands that this Application will be submitted to the Colorado Department of Labor and Employment (CDLE or State) for consideration by the Petroleum Cleanup and Redevelopment Fund.
3. Upon notification of eligibility for potential reimbursement from the Petroleum Cleanup and Redevelopment Fund, Applicant shall submit a Work Plan. Work Plans shall be approved by the State's Division of Oil and Public Safety ('OPS') prior to the start of any work at Applicant's Site.
4. For reimbursement, Applicant shall submit required documentation acceptable to OPS showing evidence of (a) work, tasks, and activities performed and completed in accordance with the Work Plan, and (b) proof of Applicant's payment of invoices for requested reimbursement. Applicant understands and agrees that reimbursement shall be made only for costs that are eligible and direct costs under the Work Plan.
5. Upon approval by the State of Applicant's reimbursement request, the State will notify the Applicant, documenting the amount that will be processed and paid. OPS shall endeavor to reimburse Applicant within 90 days after approval of reimbursement.
6. The Applicant shall not be entitled to obtain any other reimbursement from any source other than the State for the same costs or work reimbursed by the State. To the extent payment is made from the Petroleum Cleanup and Redevelopment Fund, the Applicant hereby assigns to the State of Colorado any rights the Applicant may have which may allow the Applicant to seek and obtain recovery from any other entity for the costs or work reimbursed by the State, including the right to recover from insurance companies, and any reimbursement the Applicant receives or is entitled to receive, including insurance proceeds, is and shall be the property of the State of Colorado to the extent of reimbursements made to the Applicant by the State from the Petroleum Cleanup and Redevelopment Fund. Upon receipt of any such reimbursement from a source other than the State for the same costs and work reimbursed by the State, Applicant shall immediately report and pay such reimbursement to the State.
7. Notwithstanding the above, the Applicant certifies that they are not eligible to receive, nor has received, any reimbursement from the Petroleum Storage Tank Fund for activities related to this Site.
8. The Applicant shall disclose all information related to the approved Work Plan and reimbursement/s to any future owner of the property.
9. Applicant shall indemnify, save, and hold harmless the State, its employees and agents, against any and all claims, damages, liability and court awards including costs, expenses, and attorney fees and related costs, incurred as a result of any act, omission or misrepresentation by the Applicant, or its employees, agents, subcontractors, or assignees pursuant to the terms of this Application. If Applicant is a governmental entity, no term or condition of this Application shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protection, or other provisions, of the Colorado Governmental Immunity Act, CRS 24-10-101 et seq., or the Federal Tort Claims Act, 28 U.S.C. 2671 et seq., as applicable, as now or hereafter amended.
10. In addition to any other legal rights the State of Colorado may have, the State shall have, upon reasonable notice to Applicant, the right to audit onsite, Applicant's records directly related to reimbursement, and Site inspection rights, for 3 years after payment.
11. In the event the Applicant breaches any of the terms, conditions or requirements of this Application, the State of Colorado, in addition to any other remedies, at law or equity, shall be entitled to immediate repayment on demand of all/or some amounts paid to the Applicant; and in the event that the State is required to take legal action to enforce any of the provisions contained herein, the State shall be entitled, in addition to damages, to its costs and reasonable attorney fees and related expenses incurred in connection with such enforcement.
12. The payment by the State and acceptance by the Applicant of any requested and approved reimbursement amounts from the Petroleum Cleanup and Redevelopment Fund shall be deemed to be good and sufficient consideration for the promises, certifications and affirmations made by Applicant in this Application.

SIGNATURE OF APPLICANT

Date

Please submit the application by email to: cdle_brownfields@state.co.us

For further information, go to our website: <https://www.colorado.gov/ops/BrownfieldsProgram>