Colorado Department of Labor and Employment
Division of Oil and Public Safety
Petroleum Cleanup and Redevelopment Fund
633 17th Street, Suite 500
Denver, CO 80202-3610

Phone: 303-318-8525
Fax: 303-318-8546
Email: cdle_brownfields@state.co.us
Web: www.colorado.gov/ops

ELIGIBILITY APPLICATION

This form is to be used to apply for eligibility to the Redevelopment Fund Levels I, II and III. Please submit complete applications to cdle_brownfields@state.co.us. More information is available on the Brownfields Program webpage.

(Office Use Only)	Facility #:		Event #:	

Property Owner Information

Property Owner Name:					
Contact Name:					
Email Address:			Phone #:		
Mailing Address:					
City:		State:		ZIP:	

Property Information

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

Property Address:					
City:		State:		ZIP:	
Property Acquisition Date:					

Eligibility Questions

1. Is the property owner eligible to the Petroleum Storage Tank Fund? ☐ Yes ☐ No
   Refer to Article 8, Section 8.1 of the Petroleum Storage Tank Regulations.

2. How was it determined that petroleum storage tanks are present or existed on the property (e.g., 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.*

3. Has any environmental site assessment work been completed on the property? ☐ Yes ☐ No

4. Which project level(s) are you applying for? ☐ Tank Removal ☐ Level I ☐ Level II ☐ Level III

Estimated Project Start Date:

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

6. Property Zoning Questions

a. Is the property located in a prioritized land use area? *See page 4 of the Guidebook for Colorado prioritized land use areas.*	☐ Yes ☐ No

b. What is the current property zoning?

c. Is a zoning change planned for this property? If so, describe it below.

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 using 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. The 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, the 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 the Applicant's Site.
4. For reimbursement, the 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. The 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 the Applicant's reimbursement request, the State will notify the Applicant, documenting the amount that will be processed and paid. OPS shall endeavor to reimburse the 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 that 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 have they 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. The 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 the 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 the Applicant, the right to audit onsite the 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 the Applicant in this Application.

Applicant Signature*:		Date:	

*This application is considered signed when the signature of the Applicant is delivered by scanned image (e.g., .pdf or .tif file extension name) as an attachment to electronic mail (email). Such scanned signature shall be treated in all respects as having the same effect as an original signature.