



Colorado Department of Labor and Employment  
Division of Oil and Public Safety  
Petroleum Cleanup and Redevelopment Fund  
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## TIER III CONSENT FORM

### Petroleum Dispensing Facility Information

Facility ID#:		Event ID#:		
OPS Technical Reviewer Name:		Phone #:		
Responsible Party (RP) Contact Name:				
RP Contact Mailing Address:	Street:			
	City:	State:	ZIP:	
RP Contact Email Address:		RP Contact Phone #:		
Legal Facility Address:	Street:			
	City:	State:	ZIP:	
Existing Property Use:				

### Consenting Property Owner Information

*Please attach proof of property ownership, such as a right-of-way request, deed, easement or right-of-way plan, to this consent form.*

Property Owner (PO) Name:				
PO Contact Name:				
PO Contact Email Address:		PO Contact Phone #:		
PO Mailing Address:	Street:			
	City:	State:	ZIP:	
Location/Description of Affected Roadway:				

### Responsible Party Terms and Conditions

By submitting this Application, the responsible party (C.R.S. 8-20.5-101, et seq., and 7 C.C.R. 1101-14, Article 1) affirms, certifies, and agrees to the following:

1. The responsible party is and shall be responsible for assuring compliance with all applicable state and federal laws, rules, and regulations that have been or may hereafter be established, including C.R.S. 8-20.5-101, et seq., and 7 C.C.R. 1101-14.
2. The information submitted on this form by the responsible party, to the best of the responsible party's knowledge, is true, accurate, and complete.
3. The responsible party has agreed to leave petroleum contamination above state action levels, including the Tier I RBSLs, on the impacted property.
4. All of the conditions of the Tier III policy have been met and the responsible party has indicated to the Division of Oil and Public Safety that low-risk closure under the Tier III policy will be pursued.
5. The responsible party 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 responsible party, or its employees, agents, subcontractors, or assignees pursuant to the terms of this Application. If the responsible party is a governmental entity, no term or condition of this Application shall be construed or interpreted as a waiver, expressed or implied, of any of the immunities, rights, benefits, protection, or other provisions, of the Colorado Governmental Immunity Act, C.R.S. 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.
6. In the event the responsible party 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 responsible party; 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.

Responsible Party Signature:		Date:	
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### Consenting Property Owner Terms and Conditions

By submitting this Application, the consenting property owner affirms, certifies, and agrees to the following:

1. The consenting property owner has agreed to leave petroleum contamination above state action levels, including the Tier I RBSLs, on the impacted property.
2. The consenting property owner 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 responsible party, or its employees, agents, subcontractors, or assignees pursuant to the terms of this Application. If the responsible party is a governmental entity, no term or condition of this Application shall be construed or interpreted as a waiver, expressed or implied, of any of the immunities, rights, benefits, protection, or other provisions, of the Colorado Governmental Immunity Act, C.R.S. 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.

Consenting Property Owner Signature:		Date:	
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