

Office of Brownfield Remediation and Development
Remedial Action and Redevelopment Municipal Grant Program
Notice of Funding Availability (NOFA)

September 10, 2021

Round 14 – Remediation & Assessment Grant

The Office of Brownfield Remediation and Development (OBRD) of the Dept. of Economic and Community Development (DECD) would like to announce the availability of \$17 million under the Municipal Brownfield Grant Program (Remediation and Assessment) and would like to invite applications for the same. The purpose of the Municipal Grant Program as per [C.G.S Section 32-763](#), is to provide grants for brownfield remediation and redevelopment. Additional goals for DECD include encouraging public-private partnerships, leveraging the maximum amount of private funds to increase the economic impact of the State’s investment, reactivating long-stalled sites and encouraging job creation.

It may be noted that this round offering does not include requests for Assessment-only funds/projects.

“Brownfield” Definition: As per [C.G.S Section 32-760](#), “Brownfield” means any abandoned or underutilized site where redevelopment, reuse or expansion has not occurred due to the presence or potential presence of pollution in the buildings, soil or groundwater that requires investigation or remediation before or in conjunction with the redevelopment, reuse or expansion of the property.

Maximum Request Per Application: Grants of up to \$2,000,000 per application. Applicants are welcome to submit multiple projects/sites.

Application Process: *Please note change under this round.* There is only one combined application form with two separate sections – Part A: Threshold Eligibility Section and Part B: Project Details. Part A and Part B mirror the pre-application and application step from Round 13. In this Round 14, the application form (both parts) will need to be submitted at the same time. An Applicant or Application may be denied funding after review of Part A of the Application Form.

The Application Form can be accessed on the OBRD website (www.ctbrownfields.gov) – [Municipal Brownfield Grant Program Page](#). All applications shall be sent to Brownfields@ct.gov.

Application Due Date: The Application Form will be accepted until 3 p.m. on Friday, October 22, 2021. An email receipt will be sent back to confirm receipt of the form.

Questions related to the NOFA that are not included in the FAQ document should be emailed to Brownfields@ct.gov by Wednesday, September 29, 2021. The FAQ addendum that includes responses to all questions will be posted on the OBRD website by Monday, October 4, 2021.

All Applicants for funding under this program should tentatively expect to receive clarification questions via email or requests for meetings in the third or fourth week of November 2021. Awards are tentatively scheduled to be announced in the 2nd or 3rd week of December 2021.

Eligible Applicants: A Municipality as defined by [C.G.S Section 32-760](#) (12); Economic Development Agency, as defined by [C.G.S Section 32-760 \(6\)](#); and Connecticut Brownfield Land Banks, as defined by [C.G.S Section 32-760 \(22\)](#). Entities responsible for the contamination are ineligible. All applicants must provide proof of access to the site, site control or path to site control.

Source of Funding: State Bond Commission allocation of \$17 million (April 16, 2021 /Item# 6)

Enabling Statutes: [C.G.S. Section 32-763](#)

Eligible Uses of Funds: Costs associated with the investigation, assessment, remediation and development of a brownfield, including but not limited to: soil, groundwater and infrastructure investigation; assessment; remediation; abatement; hazardous materials or waste disposal; long-term groundwater monitoring or monitoring for natural attenuation; other forms of institutional controls; attorneys’ fees (non-DECD contract related), planning, engineering and environmental consulting; building and structural issues (including demolition, asbestos abatement, PCB removal, contaminated wood or paint removal and other infrastructure remedial activities).

Public-Private Partnership: DECD hopes to encourage public-private partnerships with this NOFA offering. Remediation-redevelopment partnerships can help with arriving at cost-effective remediation solutions. In addition, the economic development impacts with such projects are assured.

DECD will be willing to structure the Assistance Agreement (DECD Contract) to enable a pass-through of the grant from eligible entities to private partner entities, as long as all participating partners are willing to accept DECD’s collateral terms and property restrictions including mortgage liens, unlimited corporate/personal guaranty, negative pledge and/or use restriction (as applicable, on a case-by-case basis). More details about the collateral terms and property restrictions are provided below.

Threshold Requirements: Applicants will need to demonstrate the following in the pre-application stage to be eligible to apply for the program:

- Proof that the site is a brownfield as per [C.G. S. Sec. 32-760](#)
- Proof that the Applicant and potential development partners have no direct or related liability for the conditions of the brownfield.
- Proof that Applicant has access or will have access to the property, site control or path to site control
- Proof that the potential development partner is registered to do business in the State of CT and is in good standing – no pending lawsuits, liens filed and tax arrears.

Award Criteria for Remediation Projects (including assessment): The following criteria will be used to score the applications.

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| Shovel-readiness/Project Merits | Remediation plan completeness |
| | Presence of developer/Public-private partnership |
| | Redevelopment plan completeness |
| Economic and Community Development Impact | <p>Project is located in:</p> <ul style="list-style-type: none"> • A distressed municipality, as defined in C.G.S. Section 32-9p; • A targeted investment community, as defined in C.G.S. Section 32-222; <p style="text-align: center;">or</p> |

| | |
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| | <ul style="list-style-type: none"> A public investment community, as defined in C.G.S. Section 7-545. |
| | Project is in Opportunity Zone |
| | Increase in property value/ Tax contribution to municipal tax base |
| | Job creation (permanent full-time equivalent FTE; direct and indirect) |
| | Supports the industrial sectors identified in the DECD/Advance CT economic development strategy - Advanced Manufacturing; Aerospace & Defense; Bioscience & Healthcare; Film, TV, Digital Media; Financial Services; Green Energy; Insurance; Technology & Innovation |
| | Supports other DECD initiatives - workforce and/or mixed-income housing, transit-oriented development, proximity to transit, use of renewable energy, reuse of historic property/mill, tourism supportive, and/or urban food desert solutions |
| Financing | Applicant/Developer partner contribution/share |
| | Private leverage of DECD funds |
| Applicant Experience | Applicant experience with completing similar projects on-time and within budget |

Prevailing Wage Rules Affecting DECD Projects: All projects will have to be consistent with the requirements of [C.G.S Section 31-53c](#) and [C.G.S. Section 31-53](#).

The applicability of prevailing wage as per the statutes is dependent on various factors including, but not limited to, the amount of cumulative DECD funding received for the proposed project/project site over the years, the entity entering into the grant contract with DECD, the funding sources for the overall project, the entity that will be holding the construction contract (primary recipient versus a private entity), the nature of the improvements (public versus private), and the nature of the end uses (public versus private).

For a formal DOL determination on the applicability of the prevailing wage rates for your project, please contact Matthew Ferri, Wage Enforcement Agent, Public Contract Compliance at the CT Dept. of Labor (matthew.ferri@ct.gov; 860.754.5186).

Campaign Contribution Restriction Notice: This is a notice in case you are successful in receiving a grant award. For all State contracts, defined in section 9-612 of the Connecticut General Statutes as having a value in a calendar year of \$50,000 or more, or a combination or series of such agreements or contracts having a value of \$100,000 or more, the authorized signatory to any Agreement with DECD represents that they have received the State Elections Enforcement Commission’s notice advising state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice.

Collateral Requirements: If the property/project site belongs to the Applicant’s private development partner, the Applicant’s partner (or partner entity) will need to provide a Corporate Guarantee (or

Personal Guarantee), and/or a mortgage lien on the property so that the Applicant/State can recoup the expenses in case the redevelopment project cannot be completed.

If the plan is to transfer the project site to a private development partner after the remediation project is completed, the state will still need a mortgage lien on the property from the current property owner which will then have to be assigned to the private partner (partner entity or new owner) during property transfer and will be in place until the redevelopment project is completed. The mortgage lien will be released once the redevelopment project is completed.

The private partner (or entity) will have to provide an unlimited, unconditional guaranty in support of the terms and conditions of the DECD contract.

Negative Pledge and Use Restriction Covenants: DECD will be requiring Applicant Teams (Owner of the Property at the time of the DECD Contract execution) to execute a Negative Pledge that the project site shall not be sold, leased, transferred, assigned, or in any way encumbered or otherwise disposed-off without first obtaining the written consent of the Commissioner (except if the transfer is from the Applicant to the Private Partner) for a period of ten years.

DECD will also be requiring Applicant Teams (Owner of the Property at the time of the DECD Contract execution) to covenant and agree that the project property shall be used for the purposes described in the Application for a period of ten years.

Both the Negative Pledge and Use Restriction Covenant will be recorded on the land records

Special Note for Projects Seeking CHFA/DOH Funds: If the applicant is simultaneously seeking and waiting on CHFA/DOH financing, DECD will only provide a conditional award pending CHFA/DOH approvals. The conditional award will expire in a year or after the CHFA/DOH funding announcement, whichever occurs earlier.

Application Page limit (excluding attachments): DECD encourages all applicants to be as succinct as possible with their responses to the questions in the application forms. DECD will only accept responses to the questions included in the space provided within the forms. Material presented outside of the forms may not be reviewed. Incomplete applications will be rejected.

Schedule Summary:

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| Friday, September 10, 2021 | Posting of this NOFA |
| Wednesday, September 29, 2021 | Deadline for questions to DECD on this NOFA |
| Monday, Oct 4, 2021 | Posting of FAQ Addendum (if any) on OBRD’s Website |
| Friday October 22, 2021 @ 3:00 PM | Deadline to submit Application Form |
| Nov 2021 3 rd or 4 th week | Tentative Meetings with Applicants |
| Dec 2021 2 nd or 3 rd week | Award Announcements (tentative) |

For questions: Please send email to brownfields@ct.gov (preferred) or contact the dedicated OBRD hotline number at 860.500.2395.

***Disclaimer:** DECD reserves the right to amend or cancel this NOFA, to modify or waive any requirement, condition or other term set forth in this NOFA or the program application, to request additional information at any time from one or more applicants, to select any number of applications submitted in response to this NOFA, or to reject any or all such applications, in each case at DECD's sole discretion. DECD may exercise the foregoing rights at any time without notice and without liability to any applicant or any other party. Applications to this NOFA shall be prepared at the sole expense of the applicant and shall not obligate DECD to procure any of the services described therein or herein from any applicant. DECD shall not be obligated to any applicant until a final written agreement has been executed by all necessary parties thereto and all applicable approvals have been obtained. As such, any funds expended by the applicant prior to these approvals will be done so entirely at the risk of the applicant.*