

BROWNFIELDS REDEVELOPMENT INCENTIVE PROGRAM

Applicant Name:

Required Application Certifications and Acknowledgements

Eligibility for financial assistance under the Brownfields Redevelopment Incentive Program is determined based on all information, required attachments, and schedules submitted as part of this application. Any changes in the status of the proposed project from the facts presented within the submitted application may disqualify or delay the project, including but not limited to the commencement of construction or acquisition of assets such as land or equipment. Please contact EDA staff before taking any action that would change the status of the project as reported in this application.

State and federal law as well as EDA regulations and policies regarding prevailing wage and affirmative action require the submission of certain reports and certificates as well as the inclusion of certain provisions in construction contracts. Please consult with the EDA staff for details.

REMEDIATION ACTIVITY CERTIFICATION

Has the applicant, including all affiliates, started any remediation activities, other than assessment and investigation activities, at the site of the redevelopment project prior to submitting an application?

_____ **YES** _____ **NO**

If No, please certify below

_____ I certify the applicant, including all affiliates, has not commenced any remediation activities, other than assessment and investigation activities, at the site of the redevelopment project prior to submitting an application.

If Yes, Do either of the below exceptions apply? (If applicable, select a certification below)

_____ I certify under penalty of perjury that the applicant could not reasonably have known the full extent of the contamination without commencing remediation activities. **OR**

_____ I certify that the applicant can prove the work is required due to an order or other written requirement from an official with jurisdiction over the site or the redevelopment project to correct an immediate environmental concern or a health, safety, or other hazard that requires the developer or an affiliate to undertake remediation activities.

(Upload written requirement from official with this certification into the application)

If neither of these exceptions apply:

The program rules require that the developer of a redevelopment project is only eligible to receive a tax credit award, if the developer demonstrates to the Authority at the time of application that they could not have reasonably known the full extent of the site contamination prior to commencing the remediation, if the developer or an affiliate has commenced remediation or clean up at the site for which the developer is applying for a tax credit.

OTHER PROGRAM SPECIFIC CERTIFICATIONS

1. I certify the site is a brownfield site. "Brownfield site" means a former or current commercial or industrial site that is currently vacant or underutilized and on which there has been, or there is suspected to have been, a discharge of a contaminant, or on which there is contaminated building material. (N.J.A.C. 19:31-27.2)
2. I certify that the applicant, and all affiliates of the applicant, did not discharge a hazardous substance at the brownfield site; are not in any way responsible for the hazardous substance; are not a corporate successor to the discharger, or to any person in any way responsible for the hazardous substance, or to anyone liable for cleanup and removal costs pursuant to section 8 of P.L.1976, c.141 (N.J.S.A. 58:10-23.11g).
3. I certify the applicant has not received a reimbursement through the Brownfields and Contaminated Site Remediation Reimbursement Program or Brownfield Site Reimbursement Fund (N.J.S.A. 58:10B-26 through -31).
4. I certify under penalty of perjury that the applicant intends to remediate and redevelop the site immediately upon approval of the tax credit, satisfy all of the conditions in the approval letter, and execute a redevelopment agreement.

PROGRAM SPECIFIC ACKNOWLEDGMENTS

1. I acknowledge that the issuance of a tax credit award under this program shall be conditioned upon the subrogation to the Department of Environmental Protection of all rights of the applicant or any affiliate to recover remediation costs from any other person who discharges a hazardous substance or is in any way responsible, pursuant to N.J.S.A. 58:10-23.11g for a hazardous substance that was discharged at the brownfield site.
2. I acknowledge that the applicant will have an obligation to enter into a Labor Harmony Agreement consistent with N.J.A.C. 19:31-27.9(d) if the State has a proprietary interest in the project and the redevelopment project includes a retail establishment with more than 10 full-time employees, a distribution center with more than 20 full-time employees, or a hospitality establishment with more than 10 full-time employees.
3. I acknowledge that the applicant has an obligation to demonstrate in this application that a project financing gap, as defined pursuant to NJAC 19:31-27.2, exists.
4. I acknowledge that any subcontractors that will perform work on the project must register as required by the "The Public Works Contractor Registration Act, "(N.J.S.A. 34:11 56.48 et seq.); must not be debarred by Department of Labor and Workforce Development from engaging in or bidding on Public Works Contracts in the State; and must possess a current tax clearance certificate issued by the Division of Taxation in the Department of the Treasury.
5. I acknowledge that the Authority may obtain information including, but not limited to, a credit bureau check, covering the applicant and/or its principals, stockholders, and/or investors.
6. I acknowledge that the Authority will provide information submitted by or on behalf of the applicant to the New Jersey Department of Environmental Protection.

7. I acknowledge the Authority may in its discretion conduct inspections of the site of the project at any time during the course of the project, during the compliance period, and while the applicant or any affiliate retains any obligation under the program.
8. I acknowledge that in accordance with N.J.A.C. 19:31-27.7, if the actual remediation cost is less than the remediation costs set forth in the application, the tax credit shall be calculated based on the actual remediation costs.
9. I acknowledge that the Authority’s prevailing wage requirements at N.J.S.A. 34:1B-5.1 and N.J.A.C. 19:30-4 shall apply to construction contracts as defined at N.J.A.C. 19:31-4.1 for work performed for the redevelopment project. The prevailing wage requirements shall apply until the later of the completion of the redevelopment project and two years after the tax credit is issued.
10. I acknowledge that the Authority’s prevailing wage requirements shall apply to building services, including but not limited to cleaning or routine maintenance work, at the site of the redevelopment project. This prevailing wage requirement shall continue for 10 years following the completion of the redevelopment project. “Building services” is defined at N.J.A.C. 19:31-27.2.
11. I acknowledge that the Authority’s affirmative action requirements at N.J.S.A. 34:1B-5.4 and N.J.A.C. 19:30-3 shall apply to the redevelopment project. The affirmative action requirements shall apply until the later of the completion of the redevelopment project and until two years after the tax credit is issued.

(Signature)

(Title)

(Name)

(Date)