

MEMORANDUM OF UNDERSTANDING
BETWEEN THE NEW JERSEY ECONOMIC DEVELOPMENT AUTHORITY AND THE
NEW JERSEY BOARD OF PUBLIC UTILITIES

THIS MEMORANDUM OF UNDERSTANDING (“MOU”) is made this 14 day of July 2021 by and between the New Jersey Economic Development Authority (“NJEDA”) and the New Jersey Board of Public Utilities (“NJBPU”). The NJEDA and the NJBPU are collectively referred to herein as the “Parties.”

WHEREAS, the NJEDA is an independent state agency, in but not of the Department of Treasury, that serves as the state’s principal agency for driving economic growth and is committed to making New Jersey a national model for inclusive and sustainable economic development by focusing on key strategies to help build strong and dynamic communities, create good jobs for New Jersey residents, and provide pathways to a stronger and fairer economy; and

WHEREAS, the NJBPU general supervision, regulation, jurisdiction, and control over all public utilities in the State, including electric utilities and their rates and service. The law requires the NJBPU to ensure safe, adequate, and proper utility services at reasonable rates for customers in New Jersey; and through the NJBPU Division of Clean Energy (“DCE”), promotes energy efficiency programs and the development of clean, renewable sources of energy including solar, wind, geothermal, combined heat and power (“CHP”) and sustainable biomass. The goal of the DCE is to lower energy costs, reduce demand for electricity, emit fewer pollutants into the air and create jobs. Through its programs, the DCE offers education, outreach and financial incentives to residential, commercial businesses and industry, schools and governmental customers; and

WHEREAS, Governor Murphy released the State’s 2019 Energy Master Plan on January 27, 2020, which set a goal of 100 percent clean energy by 2050 and outlined a strategy to expand the Clean Energy Innovation Economy in New Jersey through workforce training, investments in developing clean energy knowledge, and the growth of world-class research and development; and

WHEREAS, the 2019 Energy Master Plan identifies the offshore wind sector to be critical for accelerating the development of renewable energy and reinforces New Jersey’s commitment to building 7,500 MW of offshore wind by 2035 as defined in Executive Order No. 92; and

WHEREAS, Governor Murphy signed Executive Order No. 79 to establish a Wind Innovation and New Development (“WIND”) Council to develop a plan to create the WIND Institute; and

WHEREAS, on April 22, 2020, the WIND Council released its report and recommendation for the creation of the WIND Institute to coordinate and galvanize cross-organizational workforce and innovation efforts to position New Jersey as a leader in offshore wind and articulated priorities to support this goal; and

WHEREAS, the NJEDA and NJBPU have a history of partnering with each other in the furtherance of offshore wind economic development and the Parties agree that this MOU will advance implementation of the statewide 2019 Energy Master Plan by progressing against the priorities outlined in the WIND Council's report; and

WHEREAS, in anticipation of the creation of a WIND Institute, the NJEDA and NJBPU are entering into this MOU to fund activities in support of offshore wind sector initiatives; and

WHEREAS, the NJBPU has agreed to provide the NJEDA with \$7 million to support NJEDA efforts to develop and deliver programs that will empower New Jerseyans to participate in the offshore wind industry; and

WHEREAS, N.J.S.A. 52:14-1 et seq. authorizes state agencies to enter agreements to provide assistance to each other.

NOW, THEREFORE, it is agreed between NJEDA and NJBPU:

1. DUTIES OF THE PARTIES: To achieve the goals of this MOU, the Parties hereby agree as follows:
 - a. NJBPU will provide to NJEDA \$7 million in funding upon execution of this MOU.
 - b. NJEDA will dedicate the funds to support the following proposed offshore wind sector initiatives that it will undertake ("Proposed Programs"), as part of the development of the WIND Institute:
 - i. Continued development and execution of workforce and education programs. Programs can include overseeing grant challenges to NJ training providers in key skills gap areas including welding and other areas such as marine transport, offshore wind marshalling, offshore wind power engineering and environmental surveying and monitoring (the particular workforce focus areas will be determined as part of the program development process), supporting the development of an offshore wind module at NJ vocational schools, hosting offshore wind seminars and other engagement activities for businesses and other stakeholders interested in furthering offshore wind workforce development, and conducting a skills assessment to ascertain additional workforce priority areas;
 - ii. Development and execution of programs that spearhead research and innovation that unlocks market potential and/or specifically addresses challenges facing New Jersey's offshore wind industry. Programs include establishing a local consortium of New Jersey research institutions to support offshore wind research and scholarships for women, people of color and low-income students pursuing degrees in offshore wind related disciplines and launching an industry-sponsored grant challenge with public matching funds to drive innovative research and development in

- the private sector;
 - iii. Administrative staffing costs to support the launch of the WIND Institute and to position the WIND Institute as a centralized information hub for offshore wind workforce development, education, research and innovation; and
 - iv. Other operational needs including a space assessment for a physical location for the WIND Institute, as well as costs for website development, events, marketing, etc.
- c. NJEDA has not proposed detailed parameters or specifications for any of the Proposed Programs and may shift funds among the categories, with the exception of a cap of \$625,000 for administrative staffing costs. If NJEDA chooses to not undertake the Proposed Programs, NJEDA shall notify the NJBPU and may propose amendments to this MOU. The NJBPU may also propose amendments to the Proposed Programs.
 - d. NJEDA may, in its discretion, undertake the Proposed Programs with the assistance of consultants or contractors retained by NJEDA.
 - e. NJEDA staff will, at least quarterly, update and seek input from NJBPU staff on the work plan, development progress, and the drafting of program documents, including, but not limited to, solicitations, request for qualifications/proposals, guidelines/specifications, working group scope, and seminar materials, around the Proposed Programs. These updates shall be timely provided by NJEDA separate from the quarterly updates described in Section 1.f. The first update shall be provided within 90 days of this MOU's effective date.
 - f. NJEDA will provide to NJBPU quarterly updates on the use of funds and fund balances.
2. **TERM:** This MOU shall become effective on the date it is fully executed by both Parties and shall continue for a period of five (5) years. This MOU may be extended only by prior written agreement by the Parties. At the expiration of the MOU, NJEDA will return any unused NJBPU funds remaining after all costs, direct or indirect, incurred by NJEDA have been paid.
 3. **SUBJECT TO THE AVAILABILITY OF FUNDING:** The funding that NJBPU will provide under this MOU is subject to appropriations and the availability of funds.
 4. **THIRD-PARTY BENEFICIARIES:** This MOU shall not create in any individual or entity the status of a third-party beneficiary and nothing in this MOU shall be construed to create such status.
 5. **ASSIGNMENT:** This MOU shall not be assignable, except for the NJEDA's ability to partner and/or assign their responsibilities to the NJ WIND Institute upon its establishment, but shall bind and inure to the benefit of the Parties hereto and their respective successors.
 6. **ADMINISTRATION:** Administration of this MOU shall be governed by the written agreements reached by the NJBPU President and NJEDA CEO.
 7. **AMENDMENT:** This MOU represents the entire and integrated agreement between the Parties and supersedes any and all prior agreements or understandings. This MOU may be amended by written agreement of the Parties.
 8. **TERMINATION:** Either party may terminate this MOU upon service on the other

party of written notice giving at least 90 days written notice of such intention to terminate. In the event of termination, the Parties agree to conduct a final accounting within 90 days of the termination effective date.

9. NOTICE: All correspondence and notices to NJBPU regarding this MOU shall be addressed to the following person or his/her delegate or replacement:

Kelly Mooij
Director, Division of Clean Energy
New Jersey Board of Public Utilities
44 S. Clinton Avenue, Trenton, NJ 08625

All correspondence and notices to NJEDA regarding this MOU shall be addressed to the following person or his/her delegate or replacement:

Jen Becker
Managing Director, Wind Institute Development
New Jersey Economic Development Authority
36 West State Street, PO Box 990, Trenton, NJ 08625

10. This MOU is being entered into for the sole purpose of evidencing the mutual understanding and intention of the Parties.
11. The Parties, both entities of the State of New Jersey, are each subject to the New Jersey Tort Claims Act and the New Jersey Tort Claims Fund. This MOU shall be subject to all the provisions of the New Jersey Tort Claims Act (N.J.S.A. 59:1-1 et seq.), the New Jersey Contractual Liability Act (N.J.S.A. 59:13-1 et seq.). Therefore, the Parties agree that each entity shall be liable for its own conduct and any claims against it without indemnification from the other party.

IN WITNESS WHEREOF, the Parties have caused this MOU to be signed by their duly authorized representatives or designees to be hereunto affixed the day, month, and year first written above.

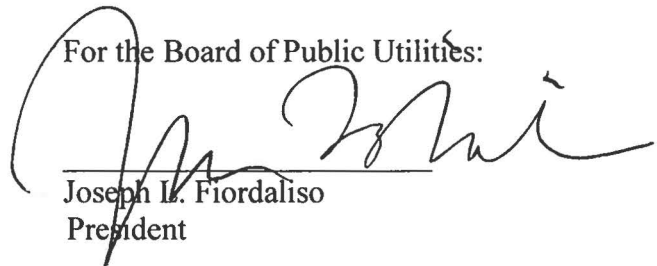
For the Economic Development Authority:



Tim Sullivan
Chief Executive Officer

July 30, 2021
DATE

For the Board of Public Utilities:



Joseph L. Fiordaliso
President

7/14/2021
DATE