

**WIND INSTITUTE FOR INNOVATION AND TRAINING
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 as of this 27th day of October 2022, by and between

THE NEW JERSEY ECONOMIC DEVELOPMENT AUTHORITY, with its principal office at 36 West State Street, Trenton, NJ 08625 (“NJEDA”); and

THE NEW JERSEY BOARD OF PUBLIC UTILITIES, with its principal office at 44 S. Clinton Ave., Trenton, New Jersey 08625 (“NJBPU”).

The NJEDA and the NJBPU are collectively referred to herein as the “Parties” with each individually referred to as a “Party.”

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 is the State agency with authority to provide 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, N.J.S.A. 52:14-1 et seq. authorizes State agencies to enter into agreements to provide assistance to each other; and

WHEREAS, Governor Murphy released the State’s 2019 Energy Master Plan on January 27, 2020 (the “2019 Energy Master Plan”), 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 stated in the 2019 Executive Order No. 92; and

WHEREAS, Governor Murphy signed Executive Order No. 79 on August 16, 2019 to establish a Wind Innovation and New Development (“WIND”) Council to develop a plan to create the Wind Institute as a clearinghouse for education, research, innovation, and workforce training related to the development of offshore wind in this State and the Northeast region; and

WHEREAS, on April 22, 2020, the WIND Council released its report entitled Wind Council Report: Recommendations Issued Pursuant to Executive Order No. 79 (“Wind Council’s Report”), which recommends the creation of the Wind Institute for Innovation and Training (“Wind Institute”) to coordinate and galvanize cross-organizational workforce and innovation efforts to position New Jersey as a leader in offshore wind and articulates 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

WHEREAS, the Parties agree that this MOU will advance implementation of the statewide 2019 Energy Master Plan by progressing the priorities outlined in the Wind Council’s Report; and

WHEREAS, on September 9, 2020, NJEDA and NJBPU executed an MOU (the “First MOU”) which enabled the NJBPU to provide \$4,500,000 in funding to NJEDA (the “Initial BPU Funds”) to enable NJEDA to undertake proposed programs (the “Proposed Programs”) as a precursor to the establishment of the Wind Institute that will enable New Jersey residents to participate in the offshore wind industry through the development of initiatives including: (i) the development of a Global Wind Organization (“GWO”) safety training program and a facility dedicated to such program in New Jersey; (ii) the development of a best-in-class wind turbine technician training program; (iii) the identification of pathways into the offshore wind industry for New Jersey students and workers; and (iv) the design and delivery of a workforce development seminar to provide local stakeholder groups with insight into the offshore wind industry’s workforce development needs and to empower these stakeholder groups to build relevant workforce solutions; and

WHEREAS, on July 14, 2021, the NJEDA and NJBPU executed a subsequent MOU (the “Second MOU”) which enabled the NJBPU to provide an additional \$7,000,000 in funding to the NJEDA (the “Subsequent BPU Funds”) to further develop Proposed Programs to enable New Jersey residents to participate in the offshore wind industry through: (i) the continued development and execution of workforce and education programs; (ii) the development and execution of programs that spearhead research and innovation that unlock market potential and/or specifically address challenges facing New Jersey’s offshore wind industry; (iii) administrative staffing costs to support 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 costs for website development, events, marketing, etc.; and

WHEREAS, in anticipation of the creation of the Wind Institute, 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 \$10 million (“New BPU Funds”) to support NJEDA’s efforts to develop and deliver programs that will empower New Jersey residents to participate in the offshore wind industry.

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 the New BPU Funds within 15 days of the effective date of this MOU.
 - b. NJEDA will dedicate the New BPU Funds to support the continued development and execution of offshore wind workforce, education, research, and innovation programs as part of the development of the to-be-created Wind Institute. The New BPU Funds will be utilized for Proposed Programs related to, but not limited to, the following:
 - i. Expansion of Wind Institute Fellowship and University Initiatives to support efforts to increase industry-valued expertise at a greater number of New Jersey universities and/or with a larger number of students than the first cohort of 24 students at 4 universities funded under the Second MOU with Subsequent BPU Funds.
 - ii. Continued development and execution of offshore wind workforce and education programs. Programs can include overseeing grant challenges, executing Memoranda of Understandings, or other means to establish offshore wind-focused training and education initiatives. Potential areas of focus may include training for non-destructive testing, crane operations, maritime occupations, and manufacturing, as well as general education campaigns about offshore wind and career pathways.
 - iii. Development and execution of initiatives that spearhead research and innovation that unlock market potential and/or specifically address challenges facing New Jersey’s offshore wind industry. This may include, but not be limited to, efforts that advance the establishment of an offshore wind research and testing facility in New Jersey.
 - c. NJEDA has not proposed detailed parameters or specifications for any of the Proposed Programs and may allocate the New BPU Funds among the Proposed Programs. If NJEDA chooses to not pursue one or more of the Proposed Programs, NJEDA shall notify the NJBPU no later than 30 days after such determination and shall include such determination in the upcoming NJEDA Staff Report (defined in Attachment A herein). NJEDA

may propose amendments to this MOU regarding this modification to the original set of Proposed Programs. 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, and NJEDA shall notify NJBPU within 10 days of retaining a consultant or contractor.
 - e. The Parties agree that no portion of the New BPU Funds shall be used to support either the administrative, personnel, and overhead costs of the Wind Institute, or of running the programs.
 - f. NJEDA staff will provide a formal, verbal update to and seek input from NJBPU staff (each, an "Update," and collectively, the "Updates") as needed, but at least on a quarterly basis, regarding the status of NJEDA's work plan, development progress, and the drafting of Proposed Program documents. These documents include, but are not limited to, solicitations, request for qualifications/proposals, guidelines/specifications, working group scope, and seminar materials regarding the Proposed Programs. NJEDA shall timely provide these Updates separately from the quarterly updates described in Section 1.f. below. NJEDA shall provide the first Update to NJBPU staff within 90 days of this MOU's effective date as is first stated above and shall include financial estimates for uses of the New BPU Funds. For the avoidance of doubt, an "Update" shall not include additional check-in meetings that NJEDA and NJBPU may hold from time to time, at their discretion.
 - g. NJEDA will provide to NJBPU quarterly written NJEDA Staff Reports defined in Attachment A that shall include, but not be limited to, the progress of each of the Proposed Programs; Proposed Programs that are completed; any issues encountered and their resolution or proposed resolution; committed and paid expenditures to date; and plans for the next quarter.
2. **TERM:** This MOU shall become effective as of the date first set forth above. This MOU, unless terminated sooner as set forth in Section 8 herein, shall remain in effect until the earlier of (i) five (5) years from this MOU's effective date, or (ii) until the New BPU Funds are fully expended. The term of this MOU may be extended only by prior written agreement by the Parties.
 3. **SUBJECT TO THE AVAILABILITY OF FUNDING:** The New BPU Funds that NJBPU will provide under this MOU are subject to appropriations and the availability of funds. NJEDA hereby acknowledges that this may impact the originally contemplated amount of the New BPU Funds that NJBPU may provide to NJEDA under this MOU.
 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. The rights, duties, and obligations contained herein shall operate only between the Parties and shall inure solely to the benefit of the Parties. The provisions of this MOU are intended only to assist the Parties in determining and performing the obligations set forth herein.

5. **ASSIGNMENT:** This MOU shall not be assignable, except for the NJEDA's ability to partner and/or assign their responsibilities to the Wind Institute upon its establishment, but shall bind and inure to the benefit of the Parties hereto and their respective successors.
6. **DISPUTES:** If there are any disputes among the Parties concerning this MOU, the President of NJBPU and the CEO of NJEDA, or their authorized representatives, shall confer to resolve the dispute.
7. **AMENDMENT:** This MOU, including Attachment A and Attachment B (collectively, the "Attachments"), may be amended, supplemented, changed, modified, or altered only by mutual agreement of the Parties in a writing that shall be effective as of the date the Parties shall so stipulate. There shall be no limit to the number of times this MOU or each of the Attachments may be amended.
8. **TERMINATION:** Either Party may terminate this MOU upon 30 days' written notice to the other Party of such intention to terminate. Such termination request shall be permitted, with or without cause. In the event of termination, the Parties agree to conduct a final accounting within 60 days of the termination effective date. At the termination or expiration of the MOU, NJEDA will return any unexpended New BPU Funds remaining after all costs, direct or indirect, incurred by NJEDA under the terms of this MOU have been paid, or, alternatively, with written consent from NJBPU, rollover any uncommitted funds to future MOUs regarding the subject matter of this MOU.
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
Kelly.Mooij@bpu.nj.gov

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

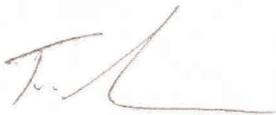
jbecker@njeda.com

10. **ENTIRE AGREEMENT:** This MOU contains all the terms and conditions agreed upon by the Parties and supersedes all other negotiations, representations, and understandings of the Parties, oral or otherwise, regarding the subject matter of this MOU. This MOU represents the entire agreement between the Parties; all negotiations, oral agreements, and understandings that occurred prior to the date of this MOU are merged and incorporated by reference herein.
11. **COUNTERPARTS:** This MOU may be signed in counterparts, each which, when so executed and delivered, shall be deemed original, but such counterparts shall together constitute one and the same instrument.

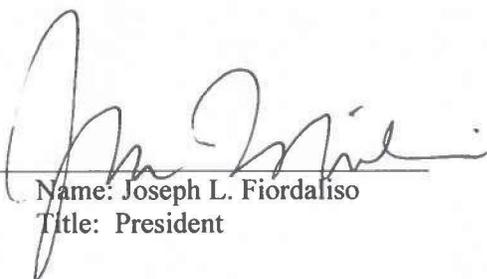
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IN WITNESS WHEREOF, the Parties have caused this MOU to be signed by their duly authorized representatives or designees as of the day, month, and year first written above.

STATE OF NEW JERSEY
ECONOMIC DEVELOPMENT AUTHORITY

By: 
Name: Tim Sullivan
Title: Chief Executive Officer

STATE OF NEW JERSEY
BOARD OF PUBLIC UTILITIES

By: 
Name: Joseph L. Fiordaliso
Title: President

ATTACHMENT A

This Attachment A is hereby incorporated into the Memorandum of Understanding with respect to the Wind Institute for Innovation and Training (“MOU”) between the New Jersey Board of Public Utilities (“NJBPU”) and the New Jersey Economic Development Authority (“NJEDA”) (collectively, the “Parties”), regarding the use and administration of the New BPU Funds as fully described in the MOU.

I. METHOD OF PAYMENT

The full amount of the New BPU Funds will be transferred to the NJEDA within 15 days of the execution of this MOU.

II. FINANCIAL AND PERFORMANCE REPORTING AND MOU MONITORING

A. Performance Reports

NJEDA staff who will provide oversight of the Proposed Projects shall provide a written report on the progress of the Proposed Projects (“NJEDA Staff Report”) at least quarterly to the NJBPU, beginning 90 days from the date of this MOU that shall include, but not be limited to, the progress of each of the Proposed Projects; Proposed Projects that are completed; any issues encountered and their resolution or proposed resolution; a financial expenditure report substantially in the form of Exhibit 1 hereto, utilizing the Excel form provided with this MOU and plans for the next quarter. NJEDA staff shall submit NJEDA Staff Reports until the quarter following the expiration or termination of this MOU.

B. Meetings

NA

C. Monitoring Requirements

NA

III. MODIFICATIONS TO THE AGREEMENT

The MOU and any attachment thereto represent the entire Agreement between the Parties and may only be amended in accordance with Section 7 of the MOU.

IV. SPECIAL CONDITIONS

NA

V. MULTI-YEAR AGREEMENTS

The term of the MOU shall be as stated in Section 2 of the MOU.

FORM OF
FINANCIAL EXPENDITURE REPORT

ATTACHMENT B

This Attachment is hereby incorporated into the Memorandum of Understanding (“MOU”) between the New Jersey Board of Public Utilities (“NJBP”) and the New Jersey Economic Development Authority (“NJEDA”) (collectively, the “Parties”), regarding the use and administration of the New BPU Funds as fully described in the MOU.

1. **Term and Budget**

This MOU shall become effective as of the date first set forth above. This MOU, unless terminated sooner, as set forth in Section 8 (“TERMINATION”) herein, shall remain in effect until the earlier of (i) five (5) years from this MOU’s effective date, or (ii) until the Funds are fully expended. The term of this MOU may be extended only by prior written agreement by the Parties, in accordance with Section 2 (“TERM”) herein.

NJBP will provide the \$10,000,000 to NJEDA within 15 days of the effective date of this MOU.

2. **Reporting**

NJEDA shall provide reports regarding the New BPU Funds in accordance with the provisions of the MOU, including those of Attachment A.