



Agenda Date: 5/22/24
Agenda Item: 8C

STATE OF NEW JERSEY
Board of Public Utilities
44 South Clinton Avenue, 1st Floor
Trenton, New Jersey 08625-0350
www.nj.gov/bpu/

CLEAN ENERGY

IN THE MATTER OF DISBURSEMENT OF CLEAN) ORDER
ENERGY PROGRAM FUNDS FOR THE RESIDENTIAL)
ENERGY ASSISTANCE PAYMENT) DOCKET NO. QO24020120

Parties of Record:

Brian O. Lipman, Esq., Director, New Jersey Division of Rate Counsel
Philip J. Passanante, Esq., Assistant General Counsel, Atlantic City Electric Company
Tori Giesler, Esq., Managing Counsel, Jersey Central Power & Light Company
Andrew K. Dembia, Esq., Regulatory Affairs Counsel, New Jersey Natural Gas Company
Tamara L. Linde, Esq., Public Service Electric and Gas Company
Margaret Comes, Esq., Associate Counsel, Rockland Electric Company
Dominick DiRocco, Esq., Vice President, Rates & Regulatory Affairs, SJI Utilities, Inc.

BY THE BOARD:

By this Order, the Board of Public Utilities (“Board” or “BPU”) provides eligible residential public utility customers of gas and electric distribution utilities (collectively, “Utilities”)¹ protected by the Board’s Winter Termination Program with a one-time bill credit by way of the Residential Energy Assistance Payment (“REAP”).

BACKGROUND & PROCEDURAL HISTORY

On June 29, 2022, the BPU approved the Fiscal Year 2023 (“FY23”) programs and budget for New Jersey’s Clean Energy Program and allocated \$21,831,897 in Arrearage Relief Funding (“ARF”) to assist public utility residential electric and natural gas customers in paying energy bill overdue balances.² On April 17, 2023, the Board entered into a Memorandum of Understanding (“MOU”) with the New Jersey Department of Community Affairs (“DCA”) to administer ARF.³ The

¹ The four (4) gas distribution companies (“GDCs”) are Public Service Electric & Gas Company (“PSE&G”), Elizabethtown Gas Company (“ETG”), New Jersey Natural Gas Company (“NJNG”), and South Jersey Gas Company (“SJG”). The four (4) investor-owned electric distribution companies (“EDCs”) include PSE&G, Atlantic City Electric Company (“ACE”), Jersey Central Power & Light Company (“JCP&L”), and Rockland Electric Company (“RECO”).

² In re the Clean Energy Programs and Budget for Fiscal Year 2023, BPU Docket No. QO22020113, Order dated June 29, 2022.

³ In re a Memorandum of Understanding Between the Board of Public Utilities and the Department of

ARF was intended to assist customers with arrearages who were unable to secure adequate relief through designated funds from the federal American Rescue Plan, through BPU's Universal Service Fund ("USF") and Payment Assistance for Gas and Electric program, or DCA's Home Energy Assistance Program ("HEAP").⁴ However, by mutual consent from the DCA and BPU, ARF funds were not disbursed, and the MOU was terminated.

On April 30, 2024, the BPU approved the Fiscal Year 2024 true-up budget and committed \$21,831,897 in carryover ARF funds, as well as an additional \$30,000,000 in Clean Energy Program funds, to the REAP for a total of \$51,831,897.⁵

DISCUSSION AND FINDINGS

The goal of the REAP is to provide energy bill assistance through a one-time bill credit to qualifying residential public utility customers in New Jersey meeting the eligibility criteria set forth below.

The Board explored several options to disburse REAP relief to as many low-income residential utility customers as possible, and found that categorical eligibility, as opposed to an application or enrollment process, would qualify the most low-income residential public utility customers for relief through the REAP, as an application or enrollment process to determine eligibility could significantly reduce participation in the REAP and place undue burden on already overburdened residents.

Categorical eligibility is a process utilized in public assistance programs whereby a household's eligibility for benefits is determined based on their qualifications for other public assistance programs or services. This process is already used in Board programs, such as the Board's Winter Termination Program ("WTP"), whereby the utilities track customer enrollment in other state and Federal assistance programs to identify accounts that can be flagged for protection through WTP.⁶ The WTP protects eligible customers from having their electric, gas, water, and wastewater services shut off during winter months, between the dates of November 15 and March 15.⁷

Eligibility for the WTP program is established categorically by determining whether a customer satisfies the following eligibility criteria:

1. Recipients of benefits under the Lifeline Credit Program;
2. Recipients of benefits under HEAP;
3. Recipients of Temporary Assistance to Needy Families ("TANF");
4. Recipients of Federal Supplemental Security Income ("SSI");
5. Recipients of Pharmaceutical Assistance to the Aged and Disabled ("PAAD");
6. Recipients of General Assistance ("GA") benefits;

Community Affairs Concerning Administration of Arrearage Relief Funding, BPU Docket No. AO23020085, April 17, 2023.

⁴ ARP: H.R. 1319 – 117th Congress (2021-2022): American Rescue Plan Act of 2021, H.R. 1319, 117th Cong. (2021), <https://www.congress.gov/bill/117th-congress/house-bill/1319>; Information on USF is available at <https://www.nj.gov/dca/dhcr/offices/usf.shtml>; Information on PAGE is available at <https://njshares.org/nj-bpu/program-guidelines/>; Information on LIHEAP is available at <https://www.nj.gov/dca/dhcr/offices/hea.shtml>

⁵ In re the Clean Energy Programs and Budget for Fiscal Year 2024 – True-up, Revised Budgets, and Program Changes, BPU Docket No. QO23040236, Order dated April 30, 2024.

⁶ N.J.A.C. 14:3-3A.5.

⁷ Id.

7. Recipients of USF; or
8. Persons unable to pay their utility bills because of circumstances beyond their control which shall include, but not be limited to unemployment, illness, medically related expenses, recent death of an immediate family member, and any other circumstances, which might cause financial hardship.

Each public utility in New Jersey automatically flags residential utility customer accounts for WTP protection if a customer is receiving credits on their account from New Jersey's utility assistance programs (USF, HEAP, or Lifeline).⁸ For the other WTP categorical eligibility criteria, residential customers must contact their public utility for enrollment. Through WTP enrollment data that each public utility already possesses, wherein household data is already matched with the associated utility accounts, public utilities are capable of enrolling WTP customers into REAP in a streamlined fashion with minimal administrative costs.

Accordingly, because the WTP program reaches those customers in need of forbearance and or utility assistance that the Board intends the REAP to reach, and because the Utilities already track WTP program enrollment, each of the electric and gas public utilities is **HEREBY DIRECTED** to use the WTP eligibility criteria ("Eligibility Criteria") described above and contained at N.J.A.C. 14:3-3A.5(a) to determine eligibility for the REAP.

Furthermore, the REAP is to be a one-time credit to be applied to the electricity or gas bills of eligible WTP customers from the 2023-2024 winter season. There are customers in New Jersey who receive service from separate gas and electric public utilities, which will require coordination from the utilities to ensure that the REAP credits are applied to either the electric or gas account of all eligible customers, but not both.

Accordingly, to ensure to the most extent practicable that the REAP credit is only applied once per eligible New Jersey household, each public utility is **HEREBY DIRECTED** to employ the following eligibility procedures when identifying accounts eligible for the REAP:

1. Gas and electric public utilities will identify all active residential accounts that were flagged for WTP protection during the 2023-2024 winter season.
2. Gas and electric public utilities will then remove any WTP protected accounts that were flagged as such for any protected category outside of those in the WTP regulations listed above, under the Eligibility Criteria, and maintain a list of remaining WTP accounts.
3. Gas public utilities shall provide WTP accounts meeting the Eligibility Criteria to the electric public utilities to attempt to match each WTP flagged gas account with the household's WTP electric account using name and address. Any gas public utility WTP account that is successfully matched to an associated WTP electric account will remain with the electric public utility to flag as REAP electric-eligible. This will help eliminate the possibility of one household receiving two REAP credits.
4. Any gas WTP accounts that cannot be matched with an associated WTP electric account must be identified by the electric public utility and shall be returned to the gas public utility to flag as REAP gas eligible.
5. Any standalone WTP electric account with no associated WTP gas account will be flagged by the electric public utility as REAP electric-eligible.

The Board **HEREBY ESTABLISHES** the REAP and authorizes Board Staff ("Staff") to take all

⁸ Participants in the Supplemental Nutritional Assistance Program and the Lifeline Utility Assistance Program are automatically screened for USF and HEAP program benefits.

necessary steps to implement the initiative pursuant to the recommendations made herein.

The Board **HEREBY ORDERS** that, within fifteen (15) days of the date hereof, each electric and gas public utility must file with the Board a Utility Certification Form ("Certification"), a copy of which is attached hereto as Exhibit 1. The Utility Certification forms direct the Utilities to provide the number of accounts deemed eligible for the REAP and to certify that it determined eligibility using the processes set forth in this Order. Additionally, the Utility Certification forms contain a timeline for rollout of the REAP, a requirement that any unused funds be returned to the Board, and a requirement for utilities to comply with reporting requirements contained therein. Upon review and approval of the Certifications provided by each public utility, Staff shall execute each Certification.

Following submission and approval of the Certification from each electric and gas public utility, Staff shall determine the total number of households eligible for the REAP. Based on the total number of eligible accounts and the \$51,831,897 in available funds, Staff will calculate a flat credit amount to be applied equally to all eligible customer accounts at each utility. Staff will direct funds to Utilities based on the number of eligible accounts identified through the eligibility procedures as detailed herein, and the flat credit amount calculated by Staff. The credits would then be applied by both gas and electric public utility companies to all REAP eligible accounts.

Utility companies shall report to the Board the total number of accounts credited and the total amount of funds disbursed within forty-five (45) days of disbursement. Each gas and electric public utility are **HEREBY DIRECTED** to return any unused funds to the Board within ninety (90) days of disbursement.

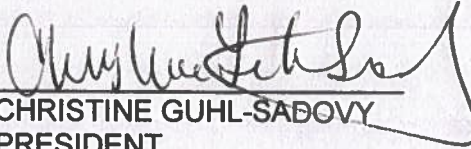
The Board **HEREBY FINDS** that the REAP will, in the most efficient and streamlined manner possible, benefit primarily low-income New Jersey residents, including those who have demonstrated a need for assistance or forbearance, having been identified by utility companies for WTP protection.


The Board **FURTHER FINDS** that utilizing categorical eligibility to determine qualified customers will eliminate the need for an enrollment and application process, simplifying the relief disbursement process for customers most in need of assistance and minimizing administrative costs.

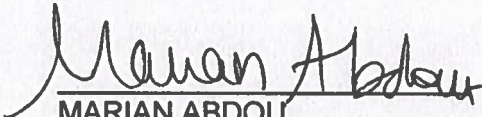
This Order shall be effective on May 29, 2024.

DATED: May 22, 2024

BOARD OF PUBLIC UTILITIES
BY:

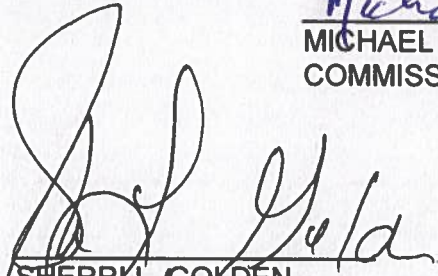

CHRISTINE GUHL-SADOVY
PRESIDENT


DR. ZENON CHRISTODOULOU
COMMISSIONER


MARIAN ABDOU
COMMISSIONER


MICHAEL BANGE
COMMISSIONER

ATTEST:


SHERRIL L. GOLDEN
SECRETARY

I HEREBY CERTIFY that the within
document is a true copy of the original
in the files of the Board of Public Utilities.

IN THE MATTER OF DISBURSEMENT OF CLEAN ENERGY PROGRAM FUNDS FOR THE
RESIDENTIAL ENERGY ASSISTANCE PAYMENT

DOCKET NO. QO24020120

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**Residential Energy Assistance Payment
Utility Company Certification**

1. I, NAME, am TITLE, of UTILITY COMPANY. I am making this Certification in furtherance of the Board's May 22, 2024 Order establishing the Residential Energy Assistance Payment (also known as "REAP"), with which I am familiar. I am authorized to make this statement on UTILITY COMPANY's behalf.
2. I hereby certify that UTILITY COMPANY utilized the processes set forth in the Board's May 22, 2024 Order to calculate the number of customer accounts eligible for the REAP.
3. I further certify that the total number of UTILITY COMPANY customer accounts that are eligible for the REAP is (NUMBER).
4. I further certify UTILITY COMPANY's understanding and agreement that (i) UTILITY COMPANY will only provide bill credits using Clean Energy Program funding provided by the New Jersey Board of Public Utilities ("BPU"), specifically committed to the REAP, and (ii) will apply these credits exclusively to the residential customer utility accounts flagged for WTP protection and in accordance with the instructions set forth in the Board's May 22, 2024 Order.
5. I further certify UTILITY COMPANY's understanding and agreement that all funds received by UTILITY COMPANY from BPU on behalf of each UTILITY COMPANY customer will be applied by UTILITY COMPANY solely for the purpose of reducing an eligible customer's energy burden.
6. I further certify UTILITY COMPANY's understanding and agreement that all funds received by UTILITY COMPANY from BPU will be applied by UTILITY COMPANY to all identified eligible accounts within forty-five (45) days of fund disbursement.
7. I further certify UTILITY COMPANY's understanding and agreement that UTILITY COMPANY shall report to BPU the total number of accounts credited and the total amount of funds successfully applied to eligible accounts as described above within forty-five (45) days of fund disbursement.
8. I further certify UTILITY COMPANY's understanding and agreement that UTILITY COMPANY shall refund to BPU any excess amount of Clean Energy Program monies received that are not successfully applied to eligible accounts as described above within ninety (90) days of

EXHIBIT 1
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disbursement.

9. I further and finally certify that the foregoing statements made by me herein are true and correct to the best of my knowledge, information, and belief. I am aware that, if any of the foregoing statements made by me herein are willfully false, I am subject to punishment.

UTILITY CERTIFICATION:

Name: _____

Title: _____

Signature: _____

BOARD OF PUBLIC UTILITIES APPROVAL:

Name: _____

Title: _____

Signature: _____

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE NEW JERSEY BOARD OF PUBLIC UTILITIES
AND
THE NEW JERSEY DEPARTMENT OF COMMUNITY AFFAIRS
FOR
THE ADMINISTRATION OF ARREARAGE RELIEF FUNDING**

This **MEMORANDUM OF UNDERSTANDING** (“MOU”) is made by and between the New Jersey Board of Public Utilities (“BPU” or “Board”) and the New Jersey Department of Community Affairs (“DCA”), both instrumentalities of the State of New Jersey (“State”) (hereinafter collectively referred to as the “Parties”), pursuant to N.J.S.A. 52:14-1 et seq. This MOU sets forth the terms and conditions for disbursement of funds from the BPU’s Clean Energy Program fiscal year 2023 budget to DCA for the administration of utility bill arrearage relief to public utility residential electric and natural gas customers in the State.

PREAMBLES

WHEREAS, residential electric and gas utility arrearages in the State are significant due to the economic impacts of the Covid-19 pandemic; and

WHEREAS, on June 29, 2022, the BPU approved the Fiscal Year 2023 Clean Energy Program Budget in Docket No. QO22020113, which allocated \$21,831,897.00 to support a program within the State that provides public utility residential electric and natural gas customers (“Customers”) with a one-time funding source to address unpaid energy bill balances (“Arrearage Relief Funding” or “ARF”); and

WHEREAS, ARF is intended to assist Customers who have arrearages and are unable to secure adequate relief through existing programs, such as BPU’s Universal Service Fund (“USF”) and Payment Assistance for Gas and Electric (“PAGE”), or DCA’s Low Income Home Energy Assistance Program (“LIHEAP”) and designated funds through the American Rescue Plan (“ARP”); and

WHEREAS, DCA has disbursed all available ARP funds for utility bill payment assistance to eligible Customers; and

WHEREAS, there remain eligible ARP applicants who did not receive any ARP funds and are in critical need of assistance in paying their overdue electric and gas bills; and

WHEREAS, BPU is desirous of eliminating the gap left by the depleted ARP funds by providing an additional funding source, by making the ARF available to DCA, for eligible Customers in need of utility bill payment assistance with priority given to the remaining eligible ARP applicants; and

WHEREAS, in addition to administering the ARP program, DCA also administers the LIHEAP program and the Board's USF program; and

WHEREAS, DCA has demonstrated to the Board its ability to carry out the goals of the ARF based on the resources available to it to expeditiously disburse the available funds: its existing database of ARP, USF and LIHEAP applicants, its relationship with the electric and gas utility companies in the State, and its online application portal and application agency network; and

WHEREAS, it is in the Parties' and the public's interest to have the duties and obligations of the Parties in connection with the funding set out herein to be memorialized in this Agreement; and

NOW, THEREFORE, DCA and the Board agree as follows:

Section 1. Grant Award

1.1 Subject to the terms and conditions of this MOU, BPU, as Grantor, shall make available to DCA, as Grantee, funds in the amount not to exceed Twenty-One Million Eight Hundred Thirty-One Thousand Eight Hundred Ninety-Seven Dollars (\$21,831,897.00) ("Grant Funds") for the purposes of providing a one-time funding source to eligible Customers within the State who have unpaid energy bill balances.

1.2 BPU shall disburse to DCA the Grant Funds on the schedule and terms provided in Attachments A and B attached hereto and made a part hereof, as applicable.

1.3 BPU is responsible for ensuring that the Grant Funds are made available in a timely manner consistent with Section 1.2 provided that following DCA timely submits a comprehensive administrative cost budget in the form shown in Attachment C, attached hereto and made a part hereof, that is deemed reasonable by BPU.

1.4 DCA shall submit to BPU on a monthly basis and within 30 days of the end of each calendar month, a billing for actual administrative costs incurred during the previous month. The monthly billing shall encompass all administrative costs including those related to consultants and professional fees. The monthly billing shall include Budget and Expenditure Reports, described in attachments A, B and C, showing actual costs incurred by DCA and each consultant.

1.5 DCA shall notify the Staff of the BPU ("Board Staff") three (3) business days prior to the draw down of funds from an account maintained by the DCA for the Grant Fund expenses.

1.6 Additional administrative costs may result from either unanticipated expenses or additional administrative functions requested of the DCA. The DCA shall seek and obtain approval from the Board of such potential increases, prior to the expenditure of funds, in writing and in a timely manner.

1.7 DCA shall designate a person with the appropriate fiscal expertise to be responsible for compilation of the relevant financial data and to serve as a liaison between the appropriate divisions of each respective agency.

1.8 All obligations of the Parties pursuant to this MOU are subject to appropriations and the availability of funds. A failure by the Parties to perform any condition on its part to be performed under this MOU resulting from the failure of the legislature to appropriate funds shall not in any manner constitute a breach or default by the Parties.

Section 2. Terms of the Grant Award

2.1 DCA shall use the Grant Funds for the purposes specified herein. In the event there is a material change to the intended purpose during the term of this MOU, BPU shall be consulted prior to the implementation of any said change in order to confirm appropriate use of the Grant funds, unless the change(s) is required to conform to federal or state requirements or a condition of funding.

2.2 In the event that the actual or committed disbursement of funds is determined no longer necessary or is less than the amount anticipated, DCA shall promptly remit to BPU any unexpended portion of the Grant Funds.

2.3 DCA shall be responsible for the recoupment from the utility companies any Grant Funds not applied to a Customer's energy bill arrearage, as more fully set out in Section 3 of the MOU herein, and remit same to the BPU.

2.4 DCA shall provide BPU with reports of the expenditure of the Grant Funds with any necessary supporting documentation at a time and in the form determined by the BPU.

2.5 Within 60 days after the entirety of the Grant Funds have been disbursed, DCA shall submit a final accounting report to BPU to include the following:

- a. Budget and Expenditure Report for Total Program Administrative Costs as shown in Attachment C, as well as a separate schedule of utility payments made and relevant dates and amounts;
- b. Performance Report, indicating datapoints indicated in Section 3 below;

2.6 DCA hereby binds itself, certifies, and assures that it will comply with all federal, state, and local laws and regulations, policies, guidelines and requirements, as may be related to the acceptance and use of these Grant Funds, including all applicable state and federal executive orders, as appropriate.

2.7 DCA shall cooperate with BPU regarding any audit conducted of the activities performed under this MOU as it relates to the disbursement of the Grant Funds, including compliance with various operating and reporting procedures, which may hereinafter be promulgated by BPU or the State. DCA shall provide BPU with access to and reporting from DCA's financial records and management systems, including paper documents, worksheets, grant management systems, contract management systems, and databases.

2.8 To the extent an audit is performed as to the use of the Grant Funds, DCA shall coordinate with BPU in drafting a response to such audit(s), as necessary. DCA shall be responsible for any recoupment of the Grant Funds that may be required as a result of the audit findings.

2.9 DCA shall establish appropriate policies and procedures to prevent impermissible use or improper payments, as defined by any State or federal laws, and shall cooperate and coordinate with the participating utility companies and BPU to prevent and rectify any impermissible use or improper payment, which may include recoupment of Grant Funds.

2.10 DCA shall require of all its consultants, sub-recipients, contractors, and all tiers of sub-contractors, as applicable, to adhere to all applicable federal and state laws and regulations and shall further conduct all necessary monitoring for such

compliance in accordance with monitoring tools the DCA establishes based upon those used in the ARP program, as appropriate.

2.11 The consultants currently used by DCA in performing duties of the ARP, USF and LIHEAP programs shall also be utilized for the purposes of distributing the Grant Funds, where possible.

2.12 The DCA contacts at present are:

Fidel, Ekhelar, Director
Office of Home Energy Assistance
New Jersey Department of Community Affairs
101 South Broad St, 1st. Floor
PO Box 811
Trenton, NJ 08625-0806
P: (609) 649-3303
Fidel.Ekhelar@dca.nj.gov

Janel Winter, Assistant Commissioner
Division of Housing and Community Resources
New Jersey Department of Community Affairs
101 South Broad Street
Post Office Box 806
Trenton, New Jersey 08625-0806
609-633-6153
Janel.Winter@dca.nj.gov

The BPU contacts at present are:

Maureen Clerc, Supervisor
Bureau of Energy Programs & Assistance
Division of Customer Assistance
New Jersey Board of Public Utilities
44 South Clinton Ave, 1st Floor
Post Office Box 350
Trenton, NJ 08625-0350
609-341-9187
Maureen.Clerc@bpu.nj.gov

Matthew Rossi, Clean Energy Budget Policy Manager
Division of Clean Energy
New Jersey Board of Public Utilities
44 South Clinton Avenue
Trenton, NJ 08625
(609) 322-9989
Matthew.Rossi@bpu.nj.gov

The Parties shall promptly notify each other in writing of any changes to the contact person(s).

Section 3. Program Overview and Administration

3.1 DCA shall be responsible for the day-to-day administration of disbursing the Grant Funds in accordance with its existing ARP program parameters and shall be responsible for the following administrative functions:

- a. Conforming eligibility guidelines for the Grant funds to DCA's existing ARP eligibility guidelines, with any exceptions to be approved by Board Staff;
- b. Grant Funds shall only be granted to Customers of regulated, gas and electric public utilities under the Board's jurisdiction;
- c. Grant Funds shall be disbursed until all funds are exhausted;

3.2 For each ARP-eligible household, DCA shall apply Grant Funds to either the household gas bill, electric bill or both, up to the ARP benefit cap, in order of highest to lowest balance, according to the following priority list:

- a. ARP applicants who have not received an ARP benefit;
- b. Prior ARP recipients who have a current overdue balance and have not reached the ARP benefit cap;
- c. If Grant Funds remain after all eligible ARP customers have been assisted, the DCA shall issue Grant Funds to any LIHEAP, USF or PAGE household that is within the ARP income limits and has an overdue balance with its gas and/or electric company.

3.3 DCA shall only issue Grant Funds to residential gas and electric accounts that are reported to have an overdue balance by the utility company. When the application of Grant Funds causes an account credit balance, the credit balance shall be administered consistent with the following:

- a. Any credit balance of over \$200 on an active account caused by the application of Grant Funds shall be redistributed by the utility company to another ARP-eligible customer designated by DCA or identified by the utility company as being categorically eligible;
- b. Any credit balance on a closed account that is caused by the application of the Grant Funds shall be redistributed by the utility company to another ARP-eligible customer designated by DCA or identified by the utility company as being categorically eligible; and
- c. For customers who move, credit balances resulting from application of the Grant Funds may be transferred within the same utility service territory, but may not be transferred to a Customer's new account in a new utility service territory.

3.4 DCA shall maintain the following record of Customers who receive Grant Funds:

- a. name;
- b. address;
- c. utility company;
- d. utility account number;
- e. benefit amount;
- f. application date;
- g. benefit issuance date; and
- h. any other data requested by the Board.

3.5 DCA shall maintain records related to the use of Grant Funds and this MOU under the schedule provided in the State's Record Retention Schedule, as updated.

3.6 DCA shall maintain monthly records and report to BPU monthly, the number of Arrearage Relief Funding applicants and recipients, broken down by zip code, municipality and utility company.

3.7 DCA shall maintain monthly records and report to BPU monthly, the following information regarding Arrearage Relief Funding recipient households:

- a. Total dollar amount of Grant Funds distributed by the utility companies organized by electric grants, gas grants, combined and heating type;
- b. Average benefit;
- c. Average overdue balance; and
- d. Average gross household income.

3.8 DCA or its consultants shall be responsible to ensure appropriate staffing regarding any written and telephonic complaints regarding the Arrearage Relief Funding program.

Section 4. General Provisions

4.1 This MOU serves as a memorialization of the mutual understanding and intention of the Parties as to the duties and obligations of the respective party concerning the distribution of the Grant Funds.

4.2 Any amendments, modifications, or revisions to this MOU must be mutually agreed to by the Parties and shall be in writing. Either BPU or DCA may terminate this MOU upon ninety (90) days' written notice to the other. Substantive amendments, modifications, revisions, or early termination hereof shall not be effective unless in writing and approved by the Board. In the event of termination, the Parties agree to meet and finalize accounts associated with the Grant Funds within ninety (90) days of termination.

4.3 There are no third-party beneficiaries to this MOU nor do the Parties intend to create in any other individual or entity the status of third-party beneficiary, and this MOU shall not be construed so as to create such status. The rights, duties, and obligations contained in this MOU shall operate only between the Parties to this MOU and shall inure solely to the benefit of the Parties to this MOU.

4.4 Access to and disclosure of information under this MOU shall be governed by, and be conducted in compliance with, all applicable confidentiality requirements.

4.5 The Parties shall treat all individual applicant and beneficiary information provided to them in accordance with all applicable confidentiality requirements consistent with application law or regulation, and shall not release or disclose such records or information, or any portion thereof except: (1) to authorized personnel of BPU, which shall be limited to such personnel as are necessary to effectuate the terms of this MOU; (2) to authorized personnel of DCA and its consultants, which shall be limited to such personnel as are necessary to effectuate the terms of this MOU; (3) to such other unit, agency, or agent of the State or federal government or other entity as required by law; or 4) such other parties necessary to effectuate the terms of this MOU, including, but not limited to, public utility companies, after approval by BPU or DCA, as appropriate, provided such release or disclosure is consistent with all applicable laws. These confidentiality provisions do not preclude disclosure of aggregate data or case

histories so long as individual applicants or recipients are not personally identifiable and no data can be traced to any named individual.

4.6 The effective date of this MOU shall be the later of the date executed by the Parties below and shall end on the last day of the eighteenth month thereafter unless amended by the Parties.

4.7 The execution of this MOU does not serve as a waiver by either of the Parties of their respective rights, powers, obligations, and immunities provided by law.

4.8 This MOU represents the entire and integrated agreement between the Parties and supersedes any and all prior agreements or understandings (whether or not in writing).

4.9 This MOU and the rights and obligations of the Parties shall be interpreted, construed, and enforced in accordance with the laws of the State of New Jersey. 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., and the New Jersey Contractual Liability Act, N.J.S.A. 59:13-1 et seq. Any claims asserted against the State in connection with this MOU shall be subject to the New Jersey Contractual Liability Act, N.J.S.A. 59:13-1 et seq. It is acknowledged by all Parties that the Parties are covered by the provisions of the New Jersey Tort Claims Act, N.J.S.A. 59:1-1 et seq. and the New Jersey Tort Claims Fund.

4.10 If there are any disputes among the Parties concerning this Agreement, the heads of the respective agencies, or their authorized representatives shall confer to resolve the dispute.

4.11 This MOU shall be administered in accordance with N.J.S.A. 52:14-1 et seq.

4.12 This MOU may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute a single instrument.

4.13 The Parties agree to accept electronic signatures as if they were original signatures.

IN WITNESS WHEREOF, the Parties have executed and delivered this MOU on the date set forth next to their respective signatures below.

NEW JERSEY BOARD OF PUBLIC UTILITIES

By:  Date: 4/14/23
Joseph L. Fiordaliso, President

NEW JERSEY DEPARTMENT OF COMMUNITY AFFAIRS

By:  Date: 4/17/23
Janel Winter, Assistant Commissioner

ATTACHMENT A

This Attachment A is hereby incorporated into the Memorandum of Understanding between the New Jersey Board of Public Utilities and the New Jersey Department of Community Affairs for the Administration of Arrearage Relief Funding ("MOU")

I. METHOD OF PAYMENT

- A.** The New Jersey Board of Public Utilities ("BPU") shall make cost reimbursement payments on a monthly basis, upon receipt of timely and satisfactory financial and performance reports and State invoices.
- B.** BPU shall remit final payment within 90 days of acceptance of satisfactory final reports.

II. FINANCIAL AND PERFORMANCE REPORTING AND MOU MONITORING

A. Expenditure Reports

The New Jersey Department of Community Affairs ("DCA") shall submit expenditure reports and State invoices to BPU no later than 30 days after the end of each month.

B. Performance Reports

DCA shall submit to BPU performance reports in the form specified by BPU no later than 30 calendar days after the end of each month.

C. Meetings

Monthly status update meetings are required.

D. Monitoring Requirements

BPU shall monitor expenditure and performance reports on a monthly basis to ensure the timely progression of DCA's disbursement and administration of the Grant Funds as set forth in detail in the MOU and, if needed, shall initiate improvement plans to overcome any barrier to completion of DCA's obligations under the MOU.

III. SPECIAL CONDITIONS

Please refer to Section 3 of the MOU for any specific requirements.

IV. MULTI-YEAR AGREEMENTS

N/A

ATTACHMENT B

This Attachment B is hereby incorporated into the Memorandum of Understanding between the New Jersey Board of Public Utilities and the New Jersey Department of Community Affairs for the Administration of Arrearage Relief Funding ("MOU")

1. Term and Budget

The New Jersey Board of Public Utilities ("BPU") will provide \$21,831,897.00 to the New Jersey Department of Community Affairs ("DCA") as "Grant Funds," as defined in Section 1.1 of the MOU, to be used for the intended purpose and consistent with the terms more fully described in the MOU.

Payouts of the Grant Funds will be made monthly based upon receipt of timely and satisfactory financial and performance reports and State invoices.

Administrative costs of the DCA shall not exceed \$1,700,000.00 of the total Grant Funds. If any administrative costs are not incurred due to faster than estimated disbursement of Grant Funds, the remaining Grant Funds available for application to administrative costs shall be reallocated by the DCA toward the payment of Grant Funds to utility customers in arrears in accordance with the provisions of the MOU.

2. Reporting

In addition to the monthly reports and invoices required by Attachment A to the MOU, DCA shall submit a monthly report and monthly invoice to the BPU upon execution of the MOU. The report shall detail achievement of the objectives more fully described in the MOU.

Attachment C

This Attachment C is hereby incorporated into the Memorandum of Understanding between the New Jersey Board of Public Utilities and the New Jersey Department of Community Affairs for the Administration of Arrearage

Relief Funding

BUDGET AND EXPENDITURE FORM

Agency:

Address:

Phone:

Contact Person:

Prepared By:

BUDGET CATEGORY	ARREARAGE RELIEF FUNDING TOTAL
A. PERSONNEL & FRINGE	\$0.00
B. CONSULTANTS AND PROFESSIONAL FEES	\$0.00
C. MATERIALS AND SUPPLIES	\$0.00
D. FACILITY COSTS	\$0.00
E. OTHER	\$0.00
F. EQUIPMENT	\$0.00
G. TOTAL COSTS	\$0.00

ADDITIONAL REQUIREMENTS

**Pilot Program to Help Individuals In Recovery From a Substance Use Disorder Become Stably
Housed (Recovery Housing Program)
Public Law 117-103**

<u>Department/Agency</u>	<u>Indirect cost rate</u>	<u>Cost Base</u>
	_____ %	
	_____ %	
	_____ %	
	_____ %	
	_____ %	

Instructions: The Grantee must identify each agency or department of the Grantee that will carry out activities under the grant, the indirect cost rate applicable to each department/agency (including if the de minimis rate is used per 2 CFR §200.414(f)), and the type of direct cost base to which the rate will be applied (for example, Modified Total Direct Costs (MTDC)). Do not include indirect cost rates for subrecipients.

- (g) In addition to the conditions contained on form HUD-7082, the Grantee shall comply with requirements established by the Office of Management and Budget (OMB) concerning the Dun and Bradstreet Data Universal Numbering System (DUNS); the System for Award Management (SAM.gov.); the Federal Funding Accountability and Transparency Act as provided in 2 CFR part 25, Universal Identifier and General Contractor Registration; and 2 CFR part 170, Reporting Subaward and Executive Compensation Information.

- (h) The Grantee or unit of general local government that directly or indirectly receives RHP funds may not sell, trade, or otherwise transfer all or any such portion of such funds to another such entity in exchange for any other funds, credits or non-Federal considerations.