

**MEMORANDUM OF UNDERSTANDING
AMONG
THE NEW JERSEY DEPARTMENT OF ENVIRONMENTAL PROTECTION, THE
NEW JERSEY BOARD OF PUBLIC UTILITIES AND THE NEW JERSEY ECONOMIC
DEVELOPMENT AUTHORITY**

This **MEMORANDUM OF UNDERSTANDING** (“MOU”), dated this 3rd day of June, 2019 is entered into by and among the New Jersey Department of Environmental Protection (“NJDEP”), the New Jersey Board of Public Utilities (“NJBPU”) and the New Jersey Economic Development Authority (“NJEDA”) (collectively referred to herein as the “Parties”) to establish the New Jersey Partnership to Plug-In (“the Partnership”) to increase vehicle electrification across the State of New Jersey and meet the State’s goal of registering 330,000 Zero Emission Vehicles (“ZEVs”) by 2025, as well as the vehicle electrification related goals set forth in the upcoming release of the Energy Master Plan by NJBPU in 2019 (collectively the “ZEV goals”).

WHEREAS, transportation in New Jersey, the most traveled and densely-populated state in the nation, is a major source of air pollutants and the number one source of greenhouse gas emissions in the State; and

WHEREAS, pollution from transportation is associated with a variety of environmental threats, including, but not limited to climate change and air pollution and associated air toxics, ground level ozone, acid precipitation and regional haze; and

WHEREAS, air pollution has been associated with negative impacts to human health, including cardiovascular disease, asthma and other respiratory illnesses, as well as other chronic diseases; and

WHEREAS, electrifying the transportation sector is essential to mitigating these human health and environmental effects and will have the added benefits of improving livability and connectivity in New Jersey; and

WHEREAS, transportation and logistics are major sectors of the New Jersey economy, and innovation in the transportation sector, especially electrification, is a major new opportunity for growth for the State; and

WHEREAS, leadership in the transportation sector enhances the State’s overall economic competitiveness; and

WHEREAS, NJDEP, in conjunction with NJBPU, has managed the joint State ZEV infrastructure investments over the last four years as part of its It Pay\$ To Plug In (P2P) charging station reimbursement program, providing grants to qualified applicants on a first-come first-serve basis; and

WHEREAS, P2P has given the State a head-start on charging infrastructure which can now be enhanced with a cross-governmental strategic plan to complete a Statewide network; and

WHEREAS, range anxiety, which means consumer concerns that public electric charging infrastructure may not be widely available, resulting in a perceived risk that a ZEV may be left with a fully discharged battery with no recharging source, is a deterrent to increased ZEV use in the State due to the lack of known, available charging stations and this concern can be addressed through updated mapping and appropriate signage indicating where charging stations are available; and

WHEREAS, automobile dealers in the State are not actively involved or incentivized to increase ZEV sales; and

WHEREAS, data shows that rebates in the primary and secondary markets are key to stimulating the uptake of ZEV's in a given market; and

WHEREAS, consumer education and awareness represent an additional hurdle to increasing ZEV market penetration; and

WHEREAS, NJDEP is working to address this challenge through its ongoing public education and engagement efforts such as Ride and Drives, the Drive Change, Drive Electric campaign and its DriveGreen.nj.gov website; and

WHEREAS, NJBPU administers the Clean Energy Program which is a statewide program that offers financial incentives, programs and services to encourage clean energy consumption; and

WHEREAS, to help meet and exceed the State's ambitious ZEV goals and support the development of a ZEV-related innovation cluster, the Partnership will work towards increasing the presence of ZEV-related companies located in the State; and

WHEREAS, the Parties' joint endeavors to implement the Partnership will focus on working jointly and coordinating their individual efforts to develop ZEV infrastructure at strategic statewide locations while also encouraging the increased utilization of ZEVs to meet the State's goals and further reduce emissions from transportation sources; and

WHEREAS, the Partnership will establish and meet annual goals to enable the deployment of the infrastructure necessary to exceed our ambitious long-term goals; and

WHEREAS, the Partnership is imperative to providing a strategic and streamlined framework for building our electric vehicle ecosystem; and

WHEREAS, the Partnership will examine cost-sharing arrangements to ensure a seamless transition to ZEVs, in a manner that supports a long-term adoption plan; and

WHEREAS, the Partnership will serve to ensure that each agency has a specific role to play and to encourage communication and coordination of efforts across the various agencies; and

WHEREAS, the Parties will implement the Partnership and deploy several critical aspects of electrification in the State, including but not limited to: (1) mapping of existing and planned charging infrastructure assets throughout the State; (2) installation of electric vehicle charging infrastructure throughout the State, in a manner that supports a visible, reliable network; (3) establishing an electric vehicle rebate program to incentivize the purchase and use of electric vehicles among the traveling public; (4) creating an attractive corporate environment for ZEV-related primary and secondary companies, in order to maximize the jobs and investment opportunities from the New Jersey and Northeast region's transition to zero emission transport solutions; (5) educating and engaging the public in the adoption of ZEVs; and (6) leading by example by incorporating ZEVs in the state fleet, and providing infrastructure at tourist destinations; 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, the Parties hereby agree as follows:

1. NJDEP shall, in coordination with NJBPU, further develop its mapping to reflect a Statewide commitment for strategic placement of various levels of ZEV charging infrastructure, identifying both existing and desired locations for future planned ZEV charging infrastructure.

2. NJDEP shall, in coordination with other State departments, instrumentalities and agencies, examine the range of State-level permitting and approvals and municipal-level processes and approvals necessary for the installation of ZEV charging infrastructure and identify best practices to guide the completion of a visible, reliable ZEV charging infrastructure network in a transparent and efficient manner.

3. NJDEP shall continue and expand its existing efforts to improve consumer education and awareness including but not limited to Ride and Drives, the Drive Change, Drive Electric campaign and its DriveGreen.nj.gov website.

4. NJDEP shall consider how to utilize 15% of the monies received from the Volkswagen Mitigation Trust along with any appropriate and available federal grants, supplemental environmental projects, enforcement settlements and low carbon market-based programs, to finance ZEV charging infrastructure deployment based upon the strategic mapping developed by NJDEP, in accordance with paragraph 2 above.

5. NJDEP shall ensure that the goals embodied in this MOU and Partnership are incorporated into the Regional Greenhouse Gas Initiative (RGGI) Strategic Funding Plan, to the extent authorized by law and regulation, to finance ZEV charging infrastructure deployment based upon the strategic mapping developed by NJDEP, in accordance with paragraph 2 above.

6. NJBPU shall consider how to utilize the Clean Energy Program, and later, the RGGI, to the extent authorized by law and regulation, to strategically finance ZEV charging infrastructure deployment based upon the strategic mapping developed by NJDEP.

7. NJBPU shall consider how to dedicate funds from the Clean Energy Program and RGGI, to the extent authorized by law and regulation, to establish a rebate program to incentivize the sale and ownership of new and used ZEVs in a manner that serves all markets and demographics throughout the State.

8. NJBPU shall develop a mechanism to track the usage and electrification consumption from charging infrastructure placed throughout the State to complete a visible and reliable charging infrastructure network consistent with the Statewide strategy.

9. NJEDA shall draw on existing programs and resources—and explore new approaches—to proactively attract ZEV-related corporations to the State, including but not limited to, equipment manufacturers, secondary market suppliers, trucking and logistics, buses and non-commercial ZEVs.

10. NJEDA shall coordinate with other State departments, instrumentalities and agencies to utilize additional available resources and strategies to attract ZEV-related corporations to the State.

11. NJEDA shall investigate sector-targeted financial support and smart mobility financing products to launch initiatives, such as pilot programs, to create and identify new ZEV-related opportunities in the State.

12. NJEDA shall consider how to utilize RGGI monies, to the extent authorized by law and regulation, for continued ZEV deployment activities.

13. The Parties shall coordinate with other State departments, agencies and instrumentalities to further implement the goals of the Partnership, including uniform signage for charging stations and tracking of the ownership of ZEVs.

14. All use of funds under this MOU is subject to the availability of funds. To the extent funds are State funds not held by an independent authority, the agreement by the Parties to use funds is subject to appropriations.

15. This MOU may be modified upon the mutual written agreement of the Parties. Amendments will be documented in writing and signed by the same (or equivalent) party representatives that sign this MOU.

16. Any party may terminate this MOU by providing at least 30 days' advance notice to the other Parties.

17. This MOU shall not become effective until it is fully executed by the Commissioner of Environmental Protection, the President of the Board of Public Utilities, and the Chief Executive Officer of the Economic Development Authority.

18. This MOU will be effective for five years and can be renewed by mutual written agreement of the Parties.

19. Nothing in this MOU is intended to diminish or otherwise affect the authority of any party to carry out its statutory, regulatory or other official functions, nor is it intended to create any right or benefit, substantive or procedural, enforceable at law by any party against the State of New Jersey, its agencies or officers or local agencies or officers carrying out programs authorized under federal, state or local laws or any other persons.

20. This MOU shall not create in any individual or entity the status of a third-party beneficiary and nothing in the MOU shall be construed to create such status.

21. This MOU may be signed in counterparts, each of which, when so executed and delivered, shall be deemed an original, but such counterparts shall together constitute but one and the same instrument.

22. All correspondence and notices regarding this MOU shall be addressed to:

To NJDEP
Paul Baldauf, P.E.
Assistant Commissioner
Air Quality, Energy and Sustainability
New Jersey Department of Environmental Protection
401 East State Street, Trenton, NJ 08625
(609) 292-2795

To NJBPU
Sara Bluhm Gibson
Director
Office of Clean Energy
New Jersey Board of Public Utilities
44 South Clinton Avenue, Trenton, NJ 08625
(609) 777-3316

To NJEDA
Brian Sabina
Senior Vice President
Economic Transformation
New Jersey Economic Development Authority
36 West State Street, Trenton, NJ 08625
(609) 649-4976

IN WITNESS WHEREOF the Parties have caused their duly authorized representative to sign and seal this MOU as of the date first above written.

WITNESS:

Debra Mann

APPROVED:

Catherine McCabe

Catherine McCabe, Commissioner
State of New Jersey
Department of Environmental Protection

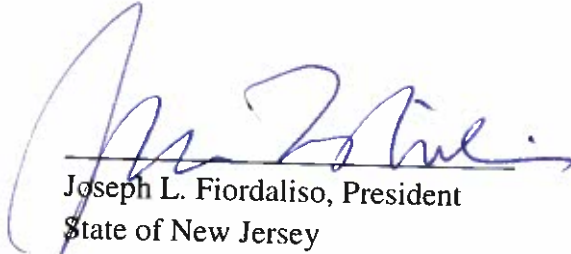
Date: June 3, 2019

WITNESS:



A handwritten signature in blue ink, appearing to read 'J. Paver', written over a horizontal line.

Date: June 3, 2019



A large, stylized handwritten signature in blue ink, written over a horizontal line.

Joseph L. Fiordaliso, President
State of New Jersey
Board of Public Utilities

WITNESS:



A handwritten signature in blue ink, appearing to read 'B. Sullivan', written over a horizontal line.

Date: June 3, 2019



A handwritten signature in blue ink, appearing to read 'Tim Sullivan', written over a horizontal line.

Tim Sullivan, Chief Executive Officer
State of New Jersey
Economic Development Authority

