



REQUESTS FOR EXPRESSIONS OF INTEREST – RESILIENCY PROJECTS

PURPOSE

In August 2010, the Offshore Wind Economic Development Act (OWEDA) was enacted for the purpose of establishing a program for Offshore Wind Renewable Energy Certificates to incentivize the development of offshore wind facilities in New Jersey. In furtherance of this purpose, Governor Murphy issued the 2018 Executive Order No. 8, calling upon the New Jersey Board of Public Utilities (BPU) to fully implement the OWEDA. Ocean Wind LLC, a joint venture between Ørsted and PSEG, was selected by the BPU on June 21, 2019 to build an offshore wind farm and to perform certain related activities.

As part of the selection process, Ocean Wind committed to starting a Pro-NJ Grantor Trust (the Trust) and to fund the Trust with \$15,000,000 over the course of seven years to support economic development throughout the State of New Jersey. The Trust seeks to provide grants to fund infrastructure projects located in Ocean County, Atlantic County, and Cape May County with the goal of increasing coastal resiliency in these communities to better prepare them for natural disasters, such as Hurricane Sandy. Accordingly, through this Request for Expressions of Interest, the Trustees would like to ascertain the number and types of infrastructure projects that seek to improve coastal resiliency in these communities.

PROCESS

Prospective applicants should submit an Expression of Interest to the Trust Manager in PDF form through the Trust's website at ProNJTrust.com. The submission, excluding certain supportive documents noted below, should not exceed five pages in length. Following review of the Expressions of Interest, the Trustees may set individual grant limits and request specific formal proposals from certain respondents to this request. At this time, prospective Applicants should not submit a formal proposal unless invited to do so. The Trustees, or any review committee established by the Trustees, will only be considering Expressions of Interest that are determined by the Trust Manager to have complied with these terms.

ELIGIBILITY

The Trust encourages New Jersey county and municipal entities in Ocean, Atlantic and Cape May Counties that are involved in, or seeking to initiate, coastal resiliency infrastructure projects, to submit Expressions of Interest. Only entities that meet these eligibility criteria will be considered.

SUBMISSION REQUIREMENTS

Prospective Applicants must submit an Expression of Interest that includes the following information:

- Applicant Contact Information
 - Name
 - Job title
 - Address
 - Telephone
 - Email Address of Contact Person

- Type of Entity (County or Municipality)
 - Must be located in Ocean, Atlantic or Cape May Counties

- Brief Project Description
 - Project Title
 - Project Length
 - Project Start and End Dates (as applicable)
 - Project Summary (500 words or less)
 - Location of Project
 - Has the Project received funds from any other source? If so, please explain.

- Proposed Use of Trust Funds
 - Amount requested?
 - When are funds needed?
 - How will the funds be used? (Please provide a proposed budget)
 - What needs or purpose does the Project address?
 - What is the expected impact of the Project (long- and short-term)?
 - If applicable, how many jobs will the Project create?
 - How does the Project relate to the Trust's stated purposes of improving coastal resiliency in the targeted areas?
 - How will the Applicant monitor and report the use of the funds to the Trust?
 - A brief description of the applicant's experience with reporting and meeting grant requirements.

- Other Submission Items
 - Proof of financial stability (At the discretion of the Applicant, but a balance sheet and bank account statement is required for all entities)
 - For Counties, Municipal Governments and Academic Institutions the budget for the current fiscal year is also required.
 - Release and Waiver

SUBMISSION CHECKLIST

Applicant should complete the second column to ensure all required items are submitted. This form must be included with the Applicant's Expression of Interest, but will not count toward the five-page limit.

<u>REQUIRED</u>		
<u>Required Item</u>	<u>Submitted by Applicant</u>	<u>Confirmed by Trust Manager</u> (Not to be Completed by Applicant)
Applicant Contact Information: <ul style="list-style-type: none"> • Name • Title • Address • Telephone • Email Address of Contact Person 	Yes ___ No ___ Yes ___ No ___ Yes ___ No ___ Yes ___ No ___ Yes ___ No ___	Yes ___ No ___ Yes ___ No ___ Yes ___ No ___ Yes ___ No ___ Yes ___ No ___
Type of Entity	Yes ___ No ___	Yes ___ No ___
Brief Project Description (Any Project Summary should be limited to 500 words)	Yes ___ No ___	Yes ___ No ___
Proposed Use of Trust Funds	Yes ___ No ___	Yes ___ No ___
Attachment #1: Proposed Budget	Yes ___ No ___	Yes ___ No ___
Attachment #2: Proof of financial stability: <ul style="list-style-type: none"> • Bank statement • A balance sheet • Most recent budget 	Yes ___ No ___ Yes ___ No ___ Yes ___ No ___	Yes ___ No ___ Yes ___ No ___ Yes ___ No ___
Attachment #3: Executed Release and Waiver of Liability	Yes ___ No ___	Yes ___ No ___
Attachment #4: Completed Checklist	Yes ___ No ___	Yes ___ No ___

SUBMISSION INSTRUCTIONS

A Prospective Applicant may submit its Expression of Interest by email to info@pronjtrust.org. A submission shall be limited to five pages in length, excluding the following: (1) Proposed Budget; (2) Proof of Financial Stability; and (3) Executed Release and Waiver of Liability. Please note that submissions that fail to provide required information, or those exceeding the five-page limitation, may be disqualified, or applicants may be asked to re-submit a compliant submission within the Expression of Interest submission period. If the Expression of Interest is incomplete and required information is missing, the Trust Manager will alert the applicant of this and request the additional information/documents be submitted within three (3) business days. Failure to submit the missing information or documents may result in the applicant being disqualified.

RELEASE AND WAIVER

This Release and Waiver of Liability (the "Release"), dated as of the Effective Date (defined below) is made and entered into by and the undersigned (the "Applicant") in favor of the Ocean Wind Pro-NJ Grantor Trust (the "Trust," and collectively with Applicant, the "Parties").

BACKGROUND

WHEREAS, the Trust has released a Request for Expressions of Interest to assess the interest of applicants with projects aimed at increasing coastal resiliency in one of three Counties in the State of New Jersey;

WHEREAS, the Applicant desires to apply for a grant from the Trust for the purpose of supporting the development of costal resiliency in Ocean County, Cape May County or Atlantic County, New Jersey;

WHEREAS, in exchange for, and as an express condition of the Trust's consideration of the Applicant as a potential applicant for a Trust grant, the Applicant releases the Trust from any and all liability associated with the Trust's grant application, review and award process;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the Applicant expressly agrees as follows:

AGREED TERMS

1. Release. The Applicant, on behalf of itself, its predecessors, successors, direct and indirect parent companies, direct and indirect subsidiary companies, companies under common control with any of the foregoing, affiliates and assigns, and its and their past, present, and future officers, directors, shareholders, interest holders, members, partners, attorneys, agents, employees, managers, representatives, assigns, and successors-in-interest, and all persons acting by, through, under, or in concert with them, and each of them (collectively, the "Applicant Parties"), hereby forever and irrevocably release, waive and discharge the Trust, together with its predecessors, successors, direct and indirect parent companies, direct and indirect subsidiary companies, companies under common control with any of the foregoing, affiliates and assigns and its and their past, present, and future officers, specifically including its Trustees, directors, shareholders, interest holders, members, partners, attorneys, agents, employees, managers, specifically including the Trust Manager, representatives, advisors, specifically including its Advisory Committee members, assigns and successors-in-interest, and all persons acting by, through, under or in concert with them, and each of them, from all known and unknown charges, complaints, claims, grievances, liabilities, obligations, promises, agreements, controversies, damages, actions, causes of action, suits, rights, demands, costs, losses, debts, penalties, fees, wages, medical costs, pain and suffering, mental anguish, emotional distress, expenses (including attorneys' fees and costs actually incurred), and punitive damages, of any nature whatsoever, known or unknown, which the Applicant has, may have had, or will have against the Trust, whether or not apparent or yet to be discovered, or which may hereafter develop, for any and all matters between the parties from the beginning of time to and through the Effective Date of this Release, and thereafter, including, without limitation, any claims relating to the review, scoring, ranking, or evaluation of any submission made by Applicant Parties to the Trust. This Release resolves any claim for relief that is, could have been, or will possibly be alleged, no matter how characterized, including, without limitation, compensatory damages, damages for breach of contract, bad faith damages, reliance damages, liquidated damages, damages for humiliation and embarrassment, punitive damages, costs, and attorneys' fees related to or arising from the Trust's grant application, review, scoring and award process.

2. Legally Binding Release. The Applicant intends that this Release be legally binding upon and shall inure to the benefit of the Trust and its successors, assigns, executors, administrators, heirs, and estates.

3. Entire Release. Any recitals set forth at the beginning of this Release are incorporated by reference and made a part of this Release. This Release constitutes the entire agreement and understanding of the Applicant and supersedes all prior negotiations and/or Releases, proposed or otherwise, written or oral, concerning the subject matter hereof. No modification of this Release shall be binding unless in writing and signed by each of the Parties hereto.

4. New or Different Facts: No Effect. Except as provided herein, this Release shall be, and remain, in effect despite any alleged breach of this Release or the discovery or existence of any new or additional fact, or any fact different from that which the Applicant now knows or believes to be true. Notwithstanding the foregoing, nothing in this Release shall be construed as, or constitute, a release of the Trust's right to enforce the terms of this Release.

5. Interpretation. Should any provision of this Release be declared or be determined by any court to be illegal or invalid, the validity of the remaining parts, terms, or provisions shall not be affected thereby and said illegal or invalid part, term, or provision shall be deemed stricken from this Release. The headings within this Release are purely for convenience and are not to be used as an aid in interpretation. This Release shall not be construed against the Trust as the author or drafter of the Release.

6. Governing Law, Choice of Forum, Attorneys' Fees.

a. This Release and all related documents and all matters arising out of or relating to this Release, whether sounding in contract, tort, or statute are governed by, and construed in accordance with, the laws of New Jersey, without giving effect to the conflict of law provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of New Jersey.

b. The Applicant irrevocably and unconditionally agrees that it will not commence any action, litigation, or proceeding of any kind whatsoever against the Trust in any way arising from or relating to this Release and all contemplated transactions, including, but not limited to, contract, equity, tort, fraud, and statutory claims, in any forum other than the state or federal courts of New Jersey located in Cape May, Atlantic or Ocean County. The Applicant irrevocably and unconditionally submits to the exclusive jurisdiction of such courts. The Applicant agrees that a final judgment in any such action, litigation, or proceeding is conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

c. The Applicant unconditionally agrees that, if the Trust commences any action against the Applicant hereto with respect to the enforcement or interpretation of this Release, then the Trust in such action shall be entitled to an award of its costs of litigation, including reasonable attorneys' fees.

7. Reliance on Chosen Counsel. In entering into this Release, the Applicant acknowledges that it has relied upon the legal advice of its attorneys, who are the attorneys of its own choosing, that such terms are fully understood and voluntarily accepted by the Applicant, and that, other than the consideration set forth herein, no promises or representations of any kind have been made to the Applicant by the Trust. The Applicant represents and acknowledges that in executing this Release it did not rely, and has not relied, upon any representation or statement, whether oral or written, made by the Trust or by the Trust's agents, representatives, or attorneys with regard to the subject matter, basis, or effect of this Release or otherwise.

8. Authority to Execute Release. By signing below, the Applicant warrants and represents that the person signing this Release has the authority to bind the Applicant and that the Applicant's execution of this Release is not in violation of any by-laws, covenants, or other restrictions placed upon them by their respective entities.

9. Effective Date. The terms of the Release shall be effective upon the date of execution of this Release by the Applicant and delivered to any representative of the Trust.

[SIGNATURE PAGE – RELEASE OF LIABILITY – OCEAN WIND PRO-NJ GRANTOR TRUST]

READ THE FOREGOING DOCUMENT CAREFULLY. IT INCLUDES A RELEASE OF KNOWN AND UNKNOWN CLAIMS.

APPLICANT UNDERSTANDS AND ACKNOWLEDGES THAT THIS RELEASE AND WAIVER IS AN EXPRESS CONDITION OF THE TRUST'S ACCEPTANCE, REVIEW AND CONSIDERATION OF APPLICANT FOR ANY GRANT.

IN WITNESS WHEREOF, and intending to be legally bound, the Applicant hereto has caused this Release to be executed as of the date set forth below.

Applicant: _____
By (sign): _____
Name (print): _____
Title: _____
Dated: _____