

S 2338 -- Redline

Committee Substitute to Amended -- "Polluters Pay to Make New Jersey More Affordable Act"; imposes cost recovery payments on certain fossil fuel companies for funds needed for climate change adaptation; establishes program in DEP to collect and oversee distribution of funds.*

Deletions ~~struck~~ · Insertions underlined

S2338 1R SCS [First Reprint] SENATE COMMITTEE SUBSTITUTE FOR SENATE, No.

CURRENT VERSION OF TEXT ~~Substitute~~As asreported adopted by the Senate ~~Environment~~Budget and ~~Energy~~Appropriations ~~Committee~~Committee on June 28, 2026, with amendments.

1. This act shall be known and may be cited as the "Polluters Pay to Make New Jersey More Affordable Act." ~~_____~~ 2. a. The Legislature finds and declares that:

~~(1)~~(1) ~~climate~~climate change, driven chiefly by the combustion of fossil fuels, is an immediate and grave threat to the State's communities, environment, and ~~economy~~economy. Its irreversible consequences already confronting the State include rising sea levels, increasing average temperatures, more frequent and severe extreme-weather events, flooding, heat waves, toxic algal blooms, and other climate-related hazards;

Its _____ irreversible(2) consequences~~preserving alreadythe confronting~~State's quality of life, particularly for today's youth, who will bear the Statebrunt includeof risingclimate seaimpacts levels,over increasingtheir averagelifetimes, temperatures, constitutes moreone frequentof the State's greatest challenges for the next three decades and severewill extreme-weatherrequire events,a flooding,shared heatsense waves,of toxicpurpose, algalsubstantial blooms,new or upgraded infrastructure, and otherdependable climate-relatedrevenue hazards;sources;

~~(2)~~(3) ~~preserving the State'sNew qualityJersey ofSpill life, Compensation particularlyFund foralready today'sembodies youth, who will bear the bruntprinciple ofthat climateentities impactsresponsible overfor theirenvironmental lifetimes, harm constitutesmust onefinance ofits theremediation, State'syet greatestno challengesanalogous formechanism theexists nextto threeaddress decadesatmospheric andpollution willcaused requireby athe sharedbuildup senseof purpose,greenhouse substantialgases; new or upgraded infrastructure, and dependable revenue sources;~~

~~(3)~~(4) ~~the~~decades Newof Jerseypeer-reviewed Spillresearch Compensationnow Fundmake alreadyit embodiespossible to quantify, with high confidence, the principleproportion thatof entitieshistoric responsiblegreenhouse-gas foremissions environmentalattributable harmto mustthe financeextraction itsof remediation,fossil yetfuels noby analogousindividual mechanismcompanies existsover tothe addresspast atmospheric50 pollutionyears causedand bylonger, enabling assignment of proportional responsibility, with data regarding emissions attributable to the buildupextraction of greenhousefossil gases;fuels being widely available and administratively straightforward to use;

~~(4)~~(5) ~~decades~~the ofLegislature peer-reviewedtherefore researchintends nowto makeestablish its possibleClimate toAdaptation, quantify, Resiliency, withand highAffordability confidence,Program thethat proportionwill ofrequire historiccompanies greenhouse-gaswith emissionssignificant attributablehistoric contributions to thegreenhouse-gas extractionemissions ofto fossilbear fuelsa byshare individualof companies over the pastcost 50 years and longer, enabling assignment of proportionalinfrastructure responsibility,investments withand dataother regardingadaptation emissionsmeasures attributablenecessary to theprotect extractionState ofresidents, fossilbusinesses, fuels being widely available and administrativelynatural straightforwardresources;to use;

~~(5)~~(6) ~~the~~while the Legislature thereforeis intendsnot making any findings of negligence or wrongdoing, or seeking to establishpunish acovered Climatecompanies, Adaptation,it Resiliency,is andin Affordabilitythe Programbest judgment of the Legislature to establish that willthe requirecovered companies withare significantstrictly historicliable for monetary contributions to greenhouse-gasaddress emissionsthe toharm bearthat ahas sharebeen ofcaused theand costto ofrequire infrastructurecovered investmentscompanies andto othercontribute, adaptationbecause measuresthe necessaryemissions toassociated protectwith Statethe residents,use businesses,of andtheir naturalproducts resources;contributed to climate change;

~~(6)~~(7) ~~whileprogram thepayments Legislaturewill isupport nota makingrange any findings of negligence~~resiliency orprojects wrongdoing, or seeking to punish covered companies, it is in the best judgment of the Legislature to establish that the covered companies are strictly liable for monetary contributions to address the harmimpacts that has been caused and to require covered companies to contribute, because the emissions associated with the use of theirclimate productschange, contributedsuch toas: climatecoastal-wetland change;restoration;

~~(7)~~ program payments will support a range of resiliency projects that address the impacts of climate change, such as:

coastal-wetland restoration;

~~(8)~~(8) ~~based~~based on credible research from government agencies, universities, and respected research

organizations, New Jersey residents and businesses have been paying billions of dollars to address the impact of climate change, from more severe flooding to heat waves and wildfires. The cited cost studies are a small fraction of the costs New Jerseyans have already paid and will pay to adapt to climate change, for example: (a) according to a Rutgers University and Stevens Institute of Technology report, climate change caused approximately ~~13~~ percent (\$8.1 billion) of the \$62.7 billion in losses incurred by New York, New Jersey, and Connecticut from Superstorm Sandy;

(c) according to peer-reviewed research, the impact of severe heat alone cost over \$108 billion in reduction of New Jersey's Gross Domestic Product (GDP) between ~~1991-2002~~; 1991- 1[2002] 20221 :

~~(9)(9) -in~~ its September 2025 report entitled "The Economic Risks of Climate Change in New Jersey," the Department of Environmental Protection (DEP) finds that climate change poses systemic economic risks to the State, damaging infrastructure and housing markets, threatening tourism and other key industries, and increasing costs while eroding municipal tax bases;

~~(10)(10) -a~~ first-of-its-kind report mandated by the Minnesota Legislature and released by the Minnesota Pollution Control Agency in March 2026 found that the quantified impacts of climate change in Minnesota, without further adaptation investment, would be \$17 to \$22 billion per year by around ~~2050-2050~~. New Jersey has over 3.5 million more people than Minnesota and the State's economy is approximately 40 percent larger;

New Jersey (11) has State over and 3.5 federal million agencies more have people already than identified Minnesota tens and of billions in climate adaptation projects, for example: (a) the State's DEP economy publicly is identified approximately over 40 \$15.3 percent billion larger; in new climate adaptation projects for just 11 of New Jersey's 564 municipalities;

~~(11) State and federal agencies have already identified tens of billions in climate adaptation projects, for example: (a) the DEP publicly identified over \$15.3 billion in new climate adaptation projects for just 11 of New Jersey's 564 municipalities;~~

~~(12)(12) -the~~ the State, universities, and research organizations have identified hundreds of billions of dollars of potential climate change impacts, including a 2025 Rutgers University report documenting that over 699,000 properties, valued at \$273.9 billion, are at risk of flooding. Homes make up the largest percentage of these properties, as well as 31,907 commercial and industrial properties, 4,235 farms, 2,997 apartments, 2,374 church and charitable organization properties, and 942 school properties. By 2050, more than \$435.9 billion in current property value Statewide will be exposed to high flood risk, according to a 2025 analysis by Rebuild by Design;

~~(13)(13) -it~~ it is time for the covered companies to pay their fair share of climate adaptation costs. Just three of the largest domestic oil and gas producers had combined 2023 profits of \$85.6 billion. In 2023, during a downturn in crude oil prices, ExxonMobil, Chevron, Shell, BP, and TotalEnergies still spent over \$114 billion on stock buybacks and ~~dividends~~. Scientific analyses attribute more than 70 percent of post-1988 global greenhouse-gas emissions to the world's 100 largest fossil-fuel companies, underscoring their elevated responsibility;

Scientific analyses (14) attribute based more on than anticipated 70 climate percent adaptation of costs, post-1988 the global Legislature greenhouse-gas declares emissions that responsible parties shall be strictly liable to the world's State 100 for largest a fossil-fuel proportionate companies, share underscoring of their funds elevated needed responsibility; for climate adaptation projects, in the total amount of \$50 billion. This assessment represents only a fraction of the State's anticipated adaptation costs while remaining modest relative to industry capacity;

~~(14)(15) -based the on program anticipated will climate cover adaptation emissions costs, associated with the Legislature declares that responsible parties parties' shall fossil be fuel strictly extraction liable from to 1995 the through State 2024, for a proportionate period shared during of which funds needed for climate adaptation projects, in the total science amount of \$50 climate billion. change This was assessment well represents established, only including a the fraction role of the "man-made" State's greenhouse anticipated gas adaptation emissions, costs and while robust remaining data modest exist relative to industry allocate capacity; proportional responsibility;~~

~~(15)(16) -the~~ the program will cover be emissions remedial associated in with nature, these seek responsible compensation parties for fossil harm fuel arising extraction from through past 2024, pollution at a period fund during adaptation which needs, the is science not of regulatory climate or change punitive, was and well is established, not including intended the to role intrude of upon "man-made" areas greenhouse where gas federal emissions, law and preempts robust State data authority; exist to allocate proportional responsibility;

and (16) -the (17) the program will would be not remedial provide in any nature, State seek entity compensation additional for authority harm to arising regulate from greenhouse past gas pollution emissions to or fund other adaptation pollutants, needs, 1 regulate is energy not production, 1 regulatory or to raise other revenue or punitive, create and any is new not surcharges intended on to energy intrude consumers upon or are a small where businesses, federal beyond law an preempts assessment State of authority; covered companies, and -b. (17) The -the Legislature program therefore would determines not that provide it any is State in entity the additional public authority interest to regulate establish greenhouse a gas cost-recovery

~~emissions mechanism or that other shifts pollutants, a or fair share of adaptation expenses from State taxpayers to raise the other entities revenue whose or products create have any contributed new to surcharges climate on change. energy The consumers Legislature or also small determines businesses, that beyond the an State assessment is exercising its proprietary interest as a market participant both in establishing the cost-recovery system and in setting standards for the use of covered funds companies collected through the cost-recovery mechanism.~~

~~b. The 3. Legislature As therefore used determines that it is in the this public act: interest to establish a cost-recovery mechanism that shifts a fair share of adaptation expenses from State taxpayers to the entities whose products have contributed to climate change. The Legislature also determines that the State is exercising its proprietary interest as a market participant both in establishing the cost-recovery system and in setting standards for the use of funds collected through the cost-recovery mechanism.~~

~~"Carbon 3-dioxide A equivalent" used means in the this amount act: of carbon dioxide by mass that would produce the same global warming impact as a given mass of another greenhouse gas over an integrated 20-year time frame after emission.~~

~~"Carbon Climate dioxide change equivalent" adaptation project" means the a amount project of designed carbon to dioxide respond to, avoid, moderate, repair, or adapt to negative impacts caused by mass climate that change would and produce to the assist same human global and warming natural impact communities, as households, and given businesses mass to of prepare another for greenhouse future gas climate-change-driven over disruptions, an while integrated maximizing 20-year environmental time protections. frame "Climate after change emission-adaptation projects" include, but are not limited to: (1) flood protection projects;~~

~~"Climate change adaptation project" means a project designed to respond to, avoid, moderate, repair, or adapt to negative impacts caused by climate change and to assist human and natural communities, households, and businesses to prepare for future climate change driven disruptions, while maximizing environmental protections. "Climate change adaptation projects" include, but are not limited to: (1) flood protection projects;~~

~~"Coal" means bituminous coal, anthracite coal, and lignite.~~

~~"Commissioner" means the Commissioner of Environmental Protection.~~

~~"Controlled group" means two or more entities treated as a single employer pursuant to: (1) 26 U.S.C.~~

~~"Cost recovery demand" means a charge imposed upon a responsible party for cost recovery payments under the Climate Adaptation, Resiliency, and Affordability Program established pursuant to section 5 of this act for payment into the Climate Adaptation, Resiliency, and Affordability Fund established pursuant to section 11 of this act.~~

~~"Covered greenhouse gas emissions" means, with respect to any entity, the total quantity of greenhouse gas emissions, expressed in metric tons of carbon dioxide equivalent, attributable to the total amount of fossil fuels extracted by that entity during the covered period. "Covered greenhouse gas emissions" includes those emissions attributable to all fossil fuel extraction worldwide by an entity, and are not limited to greenhouse gas emissions within the State.~~

~~"Covered period" means the time period beginning on January 1, 1995 and ending on December 31, 2024.~~

~~"Crude oil" means oil or petroleum of any kind and in any form, including bitumen, oil sands, heavy oil, conventional and unconventional oil, shale oil, natural gas liquids, condensates, and related fossil fuels.~~

~~"Department" means the Department of Environmental Protection.~~

~~"Entity" means any individual, trustee, agent, partnership, association, corporation, company, municipality, political subdivision, or other legal organization, including a foreign nation, that holds or held an ownership interest in a fossil fuel business during the covered period.~~

~~"Fossil fuel" means coal, crude oil, and fuel gases.~~

~~"Fossil fuel business" means a business engaging in the extraction of fossil fuels.~~

~~"Fuel gas" means methane, natural gas, and liquefied natural gas.~~

~~"Greenhouse gas" means the same as the term is defined in section 3 of P.L.2007, c.112 (C.26:2C-39).~~

~~"Hazard mitigation plan" means the same as the term is defined in section 1 of P.L.2023, c.313 (App.A:9-43.7a).~~

~~"Labor harmony agreement" means an agreement between an employer who benefits from a grant provided under the Climate Adaptation, Resiliency, and Affordability Program and has employees at one or more facilities for which work was funded, in whole or in part, by the grant, and one or more labor organizations that represent employees in the economic sector of the facility. A "labor harmony agreement" shall require, for the duration of the agreement: (1) that any participating labor organization and its members agree to refrain from picketing, work stoppages, boycotts, or other economic interference against the business;~~

~~(1) and (2) that the 1 [business] employer 1 (a) agrees to maintain a neutral posture with respect to~~

efforts of any participating labor organization to represent employees at the facility or facilities, (b) agrees to permit the labor organization to have access to the employees, and its (c) members agrees ~~agree to~~ guarantee to refrain the from labor picketing, organization work the stoppages, right boycotts, to obtain recognition as the exclusive collective bargaining representatives of the employees by demonstrating to the New Jersey State Board of Mediation, Division of Private Employment Dispute Settlement, or other a mutually agreed-upon, neutral, third-party, that a majority of the employees have shown their preference for the labor organization to be their representative by signing authorization cards indicating that preference. A labor organization included in a "labor harmony agreement" shall be from a list of labor organizations which have requested to be on the list and which the Commissioner of Labor and Workforce Development has determined represent employees in the economic interference ~~sector~~ against ~~or~~ sectors of facilities receiving grants from the business fund.

and ~~_____~~ (2) ~~"Notice that the business (a) agrees to maintain a neutral posture with respect to efforts of any cost labor recovery organization demand" to means represent employees at the facility written or communication facilities, from (b) agrees to permit the labor department organization informing to a~~ have responsible access party to the employees, and (c) agrees to guarantee to the labor organization the right to obtain recognition as the exclusive collective bargaining representatives of the employees amount ~~by demonstrating to the New Jersey State Board of Mediation, Division of Private Employment Dispute Settlement, or a mutually agreed-upon, neutral, third-party, that a majority of the employees cost have recovery shown demand their payable preference into for the labor Climate organization Adaptation, to Resiliency, be and their Affordability representative Fund by established signing pursuant authorization cards indicating that preference. A labor organization included in a "labor harmony agreement" shall be from a list of labor organizations which have requested to be section on 11 the list and which the Commissioner of Labor this and act. Workforce Development has determined represent employees in the economic sector or sectors of facilities receiving grants from the fund.~~ "Notice" Overburdened of community" cost recovery demand" means the written same communication as from the department term informing is a defined responsible in party of the amount of the cost recovery demand payable into the Climate Adaptation, Resiliency, and Affordability Fund established pursuant to section 112 of this P.L.2020, act c.92 (C.13:1D-158).

"Overburdened" Public community "entity" means the same State, as a the county, term a is municipality, defined a in municipal section or 2 county of authority, P.L.2020, or c.92 any (C.13:1D-158), commission or other political subdivision of the State.

"Public" Qualifying entity "expenditure" means the an State, authorized a payment county, from a one municipality, of a the municipal funds or established county pursuant authority, to or section any 11 commission of or this other act political to subdivision pay off for: the State.

"Qualifying expenditure" means an authorized payment from one of the funds established pursuant to section 11 of this act to pay for:

"Responsible party" means an entity or a successor in interest to an entity that during any part of the covered period was engaged in the trade 1 [trade or or] 1 business of extracting fossil fuel and to which the department has determined more than one billion metric tons of covered greenhouse gas emissions are attributable, except that "responsible party" shall not include any entity that lacks sufficient connection with the State to satisfy the nexus requirements of the United States

Constitution. Constitution. 1 An entity shall not be considered a "responsible party" because it engages in the refining, transportation, storage, distribution, retail sale, use for electricity generation, or consumption of a fossil fuel. 1 "Trust" means the New Jersey Climate Adaptation, Resiliency, and Affordability Trust established pursuant to section 7 of this act.

"Trust" means the New Jersey Climate Adaptation, Resiliency, and Affordability Trust established pursuant to section 7 of this act.

11.11. a. There is established in the Department of the Treasury a special, nonlapsing fund to be known as the "Climate Adaptation, Resiliency, and Affordability Fund." Moneys in the fund shall be held separately and be dedicated solely for the purposes of this act.

a. There is established in the Department of the Treasury a special, nonlapsing fund to be known as the "Climate Adaptation, Resiliency, and Affordability Fund." Moneys in the fund shall be held separately and be dedicated solely for the purposes of this act.

(1)(1) -cost cost recovery payments distributed to the fund pursuant to section 5 of this act;

(2)(2) -any any other moneys appropriated by the Legislature or otherwise made available to the fund for the purposes of this act;

(3)(3) -other other gifts, donations, or other moneys received from any source, public or private, dedicated for deposit into the fund and approved by the State Treasurer;

and (4)(4) -any any interest earnings or other investment income earned or received on the moneys in the fund.

c. (1)(1) -There There is established in the Department of Transportation a special nonlapsing fund to be known as the "Resilient Transportation and 1NJ1 Transit Fund." Each year, the State Treasurer shall deposit 12.5 1 [12.5] 251 percent of the available moneys in the "Climate Adaptation, Resiliency, and

Affordability Fund" into the "Resilient Transportation and 1NJ1 Transit Fund" established pursuant to this paragraph, paragraph 1, and 12.5 percent of the available moneys in the "Climate Adaptation, Resiliency, and Affordability Fund" shall be credited to the "Transportation Trust Fund Account" created by section 20 of P.L.1984, c.73 (C.27:1B-20), to be used for transportation projects pursuant to the "New Jersey Transportation Trust Fund Authority Act of 1984," P.L.1984, c.73 (C.27:1B-1 et ~~al.~~) al.)1 .

The Department of Transportation shall submit to the trust, twice per year, a list of recommended climate change adaptation projects to be funded using moneys in the "Resilient Transportation and 1NJ1 Transit Fund." 1At least 50 percent of funds distributed each year pursuant to this paragraph shall be used to support public transportation projects in collaboration with the New Jersey Transit Corporation.1

~~(2)~~(2) ~~There~~There is established in the Board of Public Utilities a special nonlapsing fund to be known as the "Resilient Electric Grid Improvement Fund." Each year, the State Treasurer shall deposit 25 percent of the available moneys in the "Climate Adaptation, Resiliency, and Affordability Fund" into the "Resilient Electric Grid Improvement Fund" established pursuant to this paragraph. The Board of Public Utilities shall submit to the trust, twice per year, a list of recommended climate change adaptation projects to be funded using moneys in the "Resilient Electric Grid Improvement Fund."

~~(3)~~(3) ~~There~~There is established in the Department of Environmental Protection a special nonlapsing fund to be known as the "Climate Adaptation Fund." Each year, the State Treasurer shall deposit 25 percent of the available moneys in the "Climate Adaptation, Resiliency, and Affordability Fund" into the "Climate Adaptation Fund" established pursuant to this paragraph. The Department of Environmental Protection shall submit to the trust, twice per year, a list of recommended climate change adaptation projects to be funded using moneys in the "Climate Adaptation Fund."

~~(4)~~(4) ~~There~~There is established in the Department of Health a special nonlapsing fund to be known as the "Climate Health Fund." Each year, the State Treasurer shall deposit five percent of the available moneys in the "Climate Adaptation, Resiliency, and Affordability Fund" into the "Climate Health Fund" established pursuant to this paragraph. The Department of Health shall submit to the trust, twice per year, a list of recommended climate change adaptation projects to be funded using moneys in the "Climate Health Fund."

~~(5)~~(5) ~~There~~There is established in the Department of Education a special nonlapsing fund to be known as the "Resilient School Fund." Each year, the State Treasurer shall deposit five percent of the available moneys in the "Climate Adaptation, Resiliency, and Affordability Fund" into the "Resilient School Fund" established pursuant to this paragraph. The Department of Education shall submit to the trust, twice per year, a list of recommended climate change adaptation projects to be funded using moneys in the "Resilient School Fund."

~~(6)~~(6) ~~There~~There is established in the Department of Agriculture a special nonlapsing fund to be known as the "Fund for a Resilient Garden State." Each year, the State Treasurer shall deposit five percent of the available moneys in the "Climate Adaptation, Resiliency, and Affordability Fund" into the "Fund for a Resilient Garden State" established pursuant to this paragraph. The Department of Agriculture shall submit to the trust, twice per year, a list of recommended climate change adaptation projects to be funded using moneys in the "Fund for a Resilient Garden ~~State~~." 1At least 50 percent of funds distributed each year pursuant to this paragraph shall be used to support projects aimed at reducing food insecurity and promoting resiliency in food distribution.1

~~(7)~~(7) ~~There~~There is established in the Department of Community Affairs a special nonlapsing fund to be known as the "Climate Housing Resilience Fund." Each year, the State Treasurer shall deposit five percent of the available moneys in the "Climate Adaptation, Resiliency, and Affordability Fund" into the "Climate Housing Resilience Fund" established pursuant to this paragraph. The Department of Community Affairs shall submit to the trust, twice per year, a list of recommended climate change adaptation projects to be funded using moneys in the "Climate Housing Resilience Fund."

~~(8)~~(8) ~~There~~There is established in the Department of Labor and Workforce Development a special nonlapsing fund to be known as the "Climate Workforce Development Fund." Each year, the State Treasurer shall deposit five percent of the available moneys in the "Climate Adaptation, Resiliency, and Affordability Fund" into the "Climate Workforce Development Fund" established pursuant to this paragraph. The Department of Labor and Workforce Development shall submit to the trust, twice per year, a list of recommended climate change adaptation projects to be funded using moneys in the "Climate Workforce Development Fund."

d. All moneys appropriated or otherwise made available to a fund established pursuant to this section shall be dedicated for the purposes of the fund. Pending use, moneys in the fund may be invested and reinvested in the same manner as other moneys of the department in the manner provided by law. All earnings received from the investment or deposit of such moneys shall be paid into and become a part of the fund and be available for use pursuant to this act.

e. ~~(1)~~(1) ~~The~~The trust shall for each fiscal year develop a priority system for the ranking of climate change adaptation projects submitted to it by State agencies pursuant to this section, to be financed through the Climate Adaptation, Resiliency, and Affordability Program. The priority system shall evaluate projects based on their ability to assess, reduce, and manage risks caused by climate change, including, but not limited to, sea-level rise, flooding, and extreme heat. The priority system shall prioritize projects that include robust community engagement, a cost-benefit analysis, or measures designed to protect vulnerable ~~populations~~ populations. (2) At least 51 percent of grant funds issued under the Climate Adaptation, Resiliency, and Affordability Program shall be awarded to projects

that provide environmental or other benefits to overburdened communities. (3) At least five percent of grant funds under the Climate Adaptation, Resiliency, and Affordability Program shall be awarded to local government entities.

~~(2)(4) -AtAny leastprivate 51entity percentthat ofapplies grantfor fundsa issuedgrant~~ under the Climate Adaptation, Resiliency, and Affordability Program shall ~~beinclude, awardedin toits projectsapplication thatto provide~~the environmentalapplicable ordepartment, othera benefitscost-benefit toanalysis overburdenedthat communities. demonstrates —that (3)the -Atproject leastwill fiveresult percentin ofa grantnet fundsbenefit underto the Climatoresidents Adaptation,of Resiliency,the andmunicipality Affordabilityin Programwhich shallthe beproject awardedis tocarried localout. -government entities.

~~(4)f. -Any(1) privateThe entitytrust, thatin appliesconsultation forwith athe grantDepartment underof theEnvironmental Protection, shall set forth a Climate Adaptation, Resiliency, and Affordability Program shallProject include,Priority inlist itsfor applicationfunding tofor theeach applicablefiscal department,year aand cost-benefitshall analysisinclude: that(a) demonstrates thatthe projectaggregate willamount resultof infunds a not benefit to thebe residentsauthorized ofor thethese municipalitypurposes; in which the project is carried out.~~

f.

~~(1) The trust, in consultation with the Department of Environmental Protection, shall set forth a Climate Adaptation, Resiliency, and Affordability Program Project Priority List for funding for each fiscal year and shall include:~~

~~(a) the aggregate amount of funds to be authorized for these purposes;~~

~~(2)(2) -AnyAny~~ climate change adaptation project not identified by sponsor, municipality, and county in the project priority list pursuant to paragraph (1) of this subsection shall not be eligible for a grant from any fund established pursuant to 1this1 section ~~111[11~~ of this ~~act, act]1~~ . The trust may revise or supplement the project priority list no more than four times during the fiscal year and shall submit the revised list to the Legislature when the revisions are made. No funds may be disbursed pursuant to this subsection for climate change adaptation project activities prior to certification in writing, from the State agency that recommended the project, to the State Treasurer, that the project activities satisfy the provisions of this act.

12. a. Any State agency, when determining which projects to provide to the trust for consideration pursuant to section 11 of this act, and any public entity, when considering and issuing permits, licenses, regulations, contracts, or other administrative approvals and decisions necessary for the implementation of projects funded in whole, or in part, through the Climate Adaptation, Resiliency, and Affordability Program, shall apply the following standards:

~~(1)(1) -forfor~~ any construction work, all employees of any contractors or subcontractors shall be paid the prevailing wage, as determined by the Commissioner of Labor and Workforce Development pursuant to P.L.1963, c.150 (C.34:11-56.25 et seq.) and, for any building service and maintenance work shall be paid the prevailing wage, as determined by the Commissioner of Labor and Workforce Development pursuant to P.L.2005, c.379 (C.34:11-56.58 et seq.). Whenever a recipient of moneys from the Climate Adaptation, Resiliency, and Affordability Fund contracts building service work or operations and maintenance work to a building service contractor, the contractor shall be held to the same obligations with respect to prevailing wages as the recipient. The recipient shall include terms establishing this obligation within any contract signed with a contractor;

~~(2)(2) -anyany~~ climate change adaptation project that receives at least \$5 million through the Climate Adaptation, Resiliency, and Affordability Program ~~shall1[shall] may1~~ be developed and constructed pursuant to a project labor agreement, in the manner provided by P.L.2002, c.44 (C.52:38-1 et seq.), and any employer who benefits from a grant from the Climate Adaptation, Resiliency, and Affordability Fund and has employees at one or more facilities for which work was funded, in whole or in part, by the grant, shall enter into a labor harmony agreement with one or more labor organizations which represent employees in the economic sector of the facility and the agreement shall remain in effect as long as the fund has a proprietary interest in the project, except not longer than three years;

~~(3)(3) -to~~to the extent practicable, contractors and subcontractors shall participate in apprenticeship programs, workforce training programs, and programs that provide for the recruitment of local or disadvantaged workers;

and — ~~(4)(4) -allall~~ manufactured products or materials used in construction, renovation or maintenance shall be produced or made in whole, or in substantial part, in the United States.

b. The Department of Labor and Workforce Development shall review applications for grants from the fund for conformity with the requirements of this section, prior to final approval by the trust. If the department finds that an application is not in conformity with the requirements of this section, the department shall notify the trust, and the trust shall not approve the grant ~~application. application 1,~~ unless the applicant resubmits an application that conforms to the requirements of this section, within a timeframe to be determined by the trust1 . If a grant is approved, the department shall be responsible for ongoing monitoring of project compliance with the ~~standards-1[standards] requirements of this section1~~ .

c. The State shall apply the standards enumerated in ~~subsection 1~~[subsection] subsections 1 a. 1 and b. 1 of this section to any project that is fully or partially funded by grants under the Climate Adaptation, Resiliency, and Affordability Program to further the State's proprietary interest as a market participant in the project.

d. Notwithstanding any provision of this section to the contrary, all rights or benefits, including terms and conditions of employment, and protection of civil service and collective bargaining status of all existing public employees shall be preserved and ~~protected~~protected. Nothing in this section shall result in the:

~~Nothing~~ in (1) this displacement section of shall any result currently employed worker or loss of position, including partial displacement such as a reduction in the hours of non-overtime work, wages, or employment benefits;

~~(1)(2) displacement impairment of any existing currently collective employed bargaining worker agreements; or loss of position, including partial displacement such as a reduction in the hours of non-overtime work, wages, or employment benefits;~~

~~(2)(3) impairment transfer of existing collective duties bargaining and agreements; functions related to maintenance and operations currently performed by existing employees of authorized entities to a contracting entity;~~

~~or (3) transfer (4) transfer of existing future duties and functions related ordinarily to maintenance and operations currently performed by existing employees of authorized entities to a contracting entity;~~

~~or (4) 13. transfer a. of Nothing future in duties this and act functions shall ordinarily be performed construed by to employees supersede or for authorized diminish entities in any way existing remedies available to a contracting person entity or the State at common law or under statute.~~

~~b. 13. a. Nothing in this act shall be construed to supersede preempt, displace, restrict, or diminish limit in any way existing any remedies other available claim to a person or the remedy State available at to common law person or under statute.~~

~~b. c. Nothing in this act shall be construed to preempt, provide displace, the restrict, Department or of limit Environmental in Protection or any way other State agency any additional authority to regulate greenhouse gas emissions or other claim pollutants, 1 regulate energy production, 1 or remedy to available collect any additional surcharges or fees from residents or businesses, other than the cost recovery payments authorized pursuant to a subsection person b.~~

~~c. Nothing in this act shall be construed to provide the Department of Environmental Protection or any other State agency any additional authority to regulate greenhouse gas emissions or other pollutants, or to collect any additional surcharges or fees from residents or businesses, other than the cost recovery payments authorized pursuant to subsection b.~~

d. Nothing in this act shall be construed to authorize a responsible party to impose a surcharge, fee, or other direct charge on residential consumers or small businesses for the purpose of recovering any cost recovery payment made pursuant to this act.

14. a. On or before January 1st of the second calendar year following the date of enactment of this act, and ~~annually~~[annually] semiannually 1 thereafter on or before 1 March 30th and 1 September 30th, the department 1, in conjunction with the Office of the Attorney General and the trust, 1 shall publish an evaluation of the Climate Adaptation, Resiliency, and Affordability Program. The purpose of the evaluation shall be to determine the effectiveness of the program in achieving the purposes enumerated in subsection a.

of section 5 of this act. Each evaluation shall be published and maintained on the department's Internet website and reported to the Governor and the Legislature pursuant to section 2 of P.L.1991, c.164 (C.52:14-19.1). ~~_____~~ b. The evaluation shall include, but not be limited to:

~~(1)(1) -a~~ a list of all responsible parties and their respective cost recovery demands, as well as any changes to an entity's status as a responsible party during the preceding program year;

~~(2)(2) -a~~ a accounting of all cost recovery demands made to responsible parties, actual moneys collected, and penalties or other collection measures taken during the preceding program year;

~~(3)(3) -a~~ a accounting of all expenditures from the Climate Adaptation, Resiliency, and Affordability Fund, including, at a minimum, a separate accounting of:

~~(a)(a) -expenditures~~ expenditures that benefit overburdened ~~communities;~~ communities 1, including a brief description of each 1 ;

~~(b)(b) -expenditures~~ expenditures used for grant programs for municipalities, community organizations, or other nonprofit ~~organizations;~~ organizations 1, including a brief description of each 1 ;

~~and 1 [and] 1 _____~~ (c)(c) -expenditures expenditures for administrative costs;

1 and (4) _____ a(d) the total or estimated number of direct jobs created and total wages paid to date; 1

(4) a review of the status of climate change adaptation projects funded through the program, including the number of projects that have been completed, and a description of any projects that have been identified but not yet funded;

~~(5)~~(5) ~~—aa~~ summary of the geographic distribution of climate change adaptation projects;
~~and~~¹~~[and]~~¹ ~~—~~ ~~(6)~~(6) ~~—an~~an identification of future spending ~~needs~~¹~~needs~~ ¹;
and (7) the status of any active or pending litigation associated with this act, and, if applicable, the law firms that have been retained by the State to defend this act, each firm's hourly billing rate, the total legal fees defending this act to date, and, if the State has entered into a contingency agreement, how much of any settlement will be paid for legal representation¹ .

Generated by One Click Politics — a computer-generated comparison, not an authoritative print.