

RESOLUTION NO. 2023-081

**RESOLUTION OF THE TOWNSHIP OF LITTLE EGG
HARBOR, COUNTY OF OCEAN, STATE OF NEW
JERSEY AUTHORIZING THE EXECUTION OF GRANT
AWARD AGREEMENT WITH OCEAN WIND PRO-NJ
GRANTOR TRUST AND ACCEPTING \$719,250.00
COASTAL RESILIENCY GRANT**

WHEREAS, the Township applied for a Coastal Resiliency Grant from Ocean Wind Pro-NJ Grantor Trust, an organization which supports economic development of wind energy in the State of New Jersey; and

WHEREAS, the Township, after formal application, was approved to receive \$719,250.00 in Grant Funds from Ocean Wind Pro-NJ Grantor Trust; and

WHEREAS, the governing body desires to authorize the execution of the Grant Award Agreement with Ocean Wind Pro-NJ Grantor Trust, attached hereto as "Schedule A" and to accept the Grant Funds in the amount of \$719,250.00.

NOW, THEREFORE, BE IT RESOLVED, by the governing body of the Township of Little Egg Harbor, County of Ocean, State of New Jersey as follows:

1. That the governing body does hereby authorize the execution of the Grant Award Agreement with Ocean Wind Pro-NJ Grantor Trust and to accept the Coastal Resiliency Grant Funds in the amount of \$719,250.00.

2. That the Mayor and the Township Clerk are hereby authorized to execute any and all documents necessary to complete said application for the grant award.

3. The Township Administrator and the Township Engineer are hereby authorized to take any and all action necessary as to procurement of and use of the Coastal Resiliency Grant.

r|m|s|h|c

Rothstein, Mandell, Strohm,
Halm & Cipriani, P.A.
ATTORNEYS AT LAW

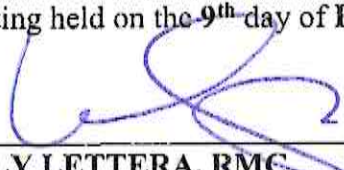
98 East Water Street
Toms River, NJ 08753

o: 732.363.0777
f: 732.905.6555

4. That a certified copy of this resolution shall be forwarded to the Township Engineer, the Township of Little Egg Harbor Environmental Commission, the Chief Financial Officer and the Ocean Wind Pro-NJ Grantor Trust.

CERTIFICATION

I, **KELLY LETTERA, RMC**, Municipal Clerk of the Township of Little Egg Harbor do hereby certify that the foregoing resolution was duly adopted by the Township of Little Egg Harbor Township Committee at a meeting held on the **9th** day of **February, 2023**.



KELLY LETTERA, RMC
Municipal Clerk
Little Egg Harbor Township

r|m|s|h|c

Rothstein, Mandell, Strohm,
Halm & Cipriani, P.A.
ATTORNEYS AT LAW

98 East Water Street
Toms River, NJ 08753

o: 732.363.0777
f: 732.905.6555

SCHEDULE A

GRANT AWARD AGREEMENT

THIS AGREEMENT is entered into by the OCEAN WIND PRO-NJ GRANTOR TRUST (the "Trust"), and Township of Little Egg Harbor (Ocean County), (the "Recipient").

RECITALS

WHEREAS, the Trust was established to support the economic development of wind energy throughout the State of New Jersey, including the entry of Minority Business Enterprises ("MBE"), Women Business Enterprises ("WBE"), and Small Business Enterprises ("SBE") into the offshore wind industry; the development of an offshore wind energy industry supply chain and workforce in New Jersey; the advancement of New Jersey's port development for offshore wind energy; and the development of coastal resiliency, coastal transportation, and grid reliability; and

WHEREAS, in April 2022 the Trust issued a Request for Expressions of Interest ("RFEOI") inviting Expressions of Interest ("EOIs") from municipalities, cities and counties located in Cape May County, Atlantic County, and Ocean County, New Jersey (the "Applicants") with proposed coastal resiliency projects in the targeted areas; and

WHEREAS, Recipient submitted an EOI in response to the Trust's RFEOI, setting forth the Recipient's eligibility, request for funds and a detailed project outline and budget ("Project and Budget"); and

WHEREAS, upon review and consideration of the Recipient's EOI, the Trustees, at the recommendation of the Trust's Advisory Committee, invited the Recipient to submit a formal application for a coastal resiliency grant; and

WHEREAS, Recipient submitted a formal application (the "Application") for a coastal resiliency grant within the proper time period; and

WHEREAS, upon review and consideration of the Recipient's formal application, the Trust issued a Resolution dated [], approving the Recipient's grant request.

NOW, THEREFORE, in consideration of the mutual representations, warranties, covenants, and agreements set forth in this Agreement, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

ARTICLE I: AWARD

A. The Trust hereby grants the Recipient an amount not to exceed \$719,250.00 ("Grant Funds"), which may be made available to the Recipient under the terms of this Agreement to implement and execute the Project in accordance with the Recipient's Application, Proposal and Project and Budget, a copy of which is attached hereto as Exhibit A and incorporated herein.

B. The Trust shall commit the Grant Funds to the Project, subject to availability. The Grant Funds shall not be expended for any other purpose whatsoever than as is set forth explicitly

in the Proposal and Budget without the Trust's prior written approval, which it may withhold in its sole and absolute discretion. Any balance of the Grant Funds not used by the Recipient for the Project shall be returned to the Trust.

ARTICLE II: REPRESENTATIONS AND WARRANTIES

In consideration of the Grant Funds, the Recipient represents and warrants the following:

1. The Recipient has authority to enter into this Agreement and to incur and perform the obligations herein and the signatories to this Agreement are authorized to execute this Agreement on behalf of Recipient.

2. Recipient is eligible to receive a Trust Grant pursuant to the eligibility requirements in the Application.

3. The Recipient shall immediately provide written notice to the Trust of any claims, investigations, or proceedings which could reasonably be expected to result in a material adverse effect on the ability of the Recipient to implement the Project or perform any of the obligations set forth in this Agreement.

4. To the best of its knowledge, Recipient is not aware that the execution, delivery, and performance of this Agreement by Recipient conflicts with any agreement, instrument or understanding, oral or written, to which it is a party or by which it is bound, or violates any law or regulation of any court, governmental body, or administrative or other agency having jurisdiction over it.

5. The Recipient shall take all necessary steps to preserve, renew, and keep in full force and effect its legal existence and the rights, licenses, and permits which may be required to implement the Project activities.

6. The Recipient represents, warrants and acknowledges that it shall be solely responsible for, and is legally bound to make payment of, any taxes and related penalties and interest determined to be due and owing by it to any federal, state, local, or regional taxing authority as a result of receipt of the Grant. Recipient understands that the Trust has not made, and it does not rely upon, any representations regarding the tax treatment of the Grant awarded pursuant to this Agreement.

7. The Recipient shall strictly comply with the Grant terms prescribed herein.

8. The Recipient hereby agrees that it will comply with all applicable federal, State, and local laws, regulations, and rules during the performance of this Agreement.

9. The Recipient shall ensure that its employees, owners, members, officers, subcontractors and/or consultants will comply with all applicable federal, State, and local laws, regulations, and rules during the performance of the Project, which is the subject of this Agreement.

10. The Recipient certifies, by signing this Agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any contracting work by any federal, state or local agency or department and that it will include this clause without modification in all subcontracts related to the Project.

11. The Recipient has fully and completely disclosed all direct or indirect, actual or potential conflicts of interest Applicant may have with the Trust, Ocean Wind or Ørsted in its Application or stated that no such conflict of interest exists.

12. Recipient will not discriminate against employees and applicants for employment because of age, race, creed, color, national origin, ancestry, marital status, or affectional, sexual or gender orientation or identification.

13. Recipient has not engaged in any collusion, or otherwise taken any action in restraint of free, competitive application process in connection with its Application.

14. All statements and representations made herein and in Recipient's Application are true and correct, and made with full knowledge that the Trust relies upon the truth of the statements and representations contained therein.

ARTICLE III: TERM OF AGREEMENT

This Agreement shall commence upon execution of this Agreement by all parties and shall continue until completion as set forth in the Recipient's Proposal and Project Budget, unless terminated earlier in accordance with the provisions contained in this Agreement.

ARTICLE IV: NON-PERMISSIBLE COSTS

The Recipient shall ensure that all Grant Funds are prudently managed and take all necessary action to ensure that Grant Funds are used solely for the Project in accordance with the Proposal. The Grant Funds shall not be used for the following:

- A. Travel Costs, unless prior approval is granted by the Trust;
- B. Audit costs;
- C. Personal use of goods and services;
- D. Alcoholic beverages;
- E. Entertainment costs, including meals;
- F. Public relations costs; and
- G. Donations, lobbying, fines, or interest.

ARTICLE V: DISBURSEMENT OF GRANT FUNDS

A. The Trust will disburse Grant Funds in accordance with the following standard disbursement schedule: 50 percent within a reasonable amount of time after execution of this

Agreement; 25 percent within a reasonable amount of time following the Trust's receipt of a satisfactory Interim Report (defined below); and 25 percent within a reasonable amount of time following the Trust's receipt of a satisfactory Final Report (defined below) (collectively, the "Standard Disbursement Schedule"). Whether such Reports are "satisfactory" shall be determined by the Trust in its sole and absolute discretion in accordance with the terms of this Agreement.

B. Notwithstanding the Standard Disbursement Schedule, the timing and amount of any disbursement of Grant Funds shall be determined by the Trustees after receipt of the applicants' proposed disbursement schedule, provided in the Applicants' formal application. Therefore, the Trustees have the power and authority to alter the Standard Disbursement Schedule in their sole and absolute discretion. The final, Trustee-approved Disbursement Schedule shall be attached hereto as "Exhibit A." The maximum disbursement amount is set forth in Article I of this Agreement. The Trust will not make any disbursement of Grant Funds unless:

1. The Recipient submits to the Trust a Request for Disbursement, signed by an official who is authorized to legally bind the Recipient, providing that the request for payment is true, complete, and accurate, and the expenditures, disbursements and cash receipts are eligible for the purposes and objectives set forth in the terms and conditions of the award and do not include any non-permissible costs. Any false, fictitious, or fraudulent information, or the omission of any material fact, may subject the Recipient to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise.

2. The Recipient demonstrates that the amount requested in its Request for Disbursement is based on its reasonable cash flow needs during the period for which the disbursement is requested.

3. The Recipient has provided, or will provide in accordance with an agreed-upon schedule, the Trust progress reports referred to in Article VI of this Agreement.

4. The Recipient demonstrates that it has achieved project results or targets for the Project as set forth in the Recipient's Proposal or provides sufficient explanation for deviation from the targets.

5. The Recipient demonstrates that the request does not include any non-permissible costs.

6. The Recipient provides any and all requested information, documents, certifications, statements, representations, warranties, or anything else the Trust may require in its sole and absolute discretion.

C. The Trust will disburse Grant Funds if, in its sole discretion, it determines that funds sufficient to make disbursement are available to the Recipient and that Recipient is in compliance with this Agreement.

ARTICLE VI: MONITORING AND PROGRESS REPORTS

A. The Trust shall monitor the performance of the Recipient under this Agreement, as well as any of the Recipient subcontractors and/or consultants who are paid from the Grant Funds provided under this Agreement, to ensure that time schedules are being met and the Project is being accomplished within the specified time periods, performance goals are being achieved, and Grant Funds are not used for non-permissible costs.

B. In order to monitor the performance, the Recipient shall submit an Interim Report and Final Report (the "Reports") to the Trust, reporting on the progress towards Project objectives, goals, and targets for the period and the use of Grant Funds for the period. The Recipient shall explain in the report any variance between planned and actual achievements and between planned and actual expenditures.

C. The Interim Report shall be submitted to the Trust upon 50 percent (50%) completion of the Project, and the Final Report shall be submitted to the Trust prior to the final Disbursement of Grant Funds. The Interim and Final Reports shall include the information requested by the Trustees in their sole discretion and provided to the Recipient in advance of their due date.

D. Recipient shall also submit follow-up reports (1) one year following the completion of the Project (the "One-Year Post-Completion Report") and (2) five years following the completion of the Project (the "Five-Year Post-Completion Report"). The Post-Completion Reports shall include the information requested by the Trustees in their sole discretion and provided to the Recipient in advance of their due date.

E. In addition to the Reports, The Trust may conduct on-site visits or limited-scope audits. The Recipient agrees to comply and cooperate with any monitoring procedures and processes deemed appropriate by The Trust.

ARTICLE VII: AUDITS AND RECORDS

A. The Recipient shall maintain accounting books, records, documents, and other evidence relating to this Agreement, adequate to show, without limitation, all costs incurred by the Recipient for the Project and the overall progress toward completion of the Project. The Recipient shall also ensure that all subcontractors and/or consultants receiving Grant Funds maintain accounting books, records, documents, and other evidence relating to this Agreement, adequate to show, without limitation, all costs incurred, and revenues earned by the subcontractor and/or consultant for the Project. The Recipient and its subcontractors and/or consultants shall maintain such records in accordance with generally accepted accounting principles (GAAP).

B. The Recipient shall maintain all records for the Recipient and for all subcontractors or consultants to be paid from the Grant Funds, including documentation of all program costs, in a form sufficient to determine compliance with the requirements of this Agreement and all other applicable laws and regulations.

C. The Recipient shall have annual financial audits of Project expenditures conducted by an independent auditor. No later than sixty (60) days after the execution of this Agreement, the Recipient shall notify the Trust of the independent auditor that it has selected to perform the annual audits referred to in this Article.

D. The Recipient shall ensure that annual audits of the expenditures of each subcontractor and/or consultant receiving Grant Funds are carried out. The Recipient shall submit to the Trust a plan for such audits.

E. The Recipient shall provide the Trust an audit report for each audit by the Recipient and subcontractor and/or consultant in accordance with this Article no later than six (6) months after the period under audit.

F. If an audit shows that all or any portion of the Grant Funds were not spent in accordance with the conditions of this Agreement, the Recipient shall be held liable for reimbursement to the Trust of all funds not spent in accordance with this Agreement within thirty (30) days after the Trust has notified the Recipient of such noncompliance.

G. The Trust shall enjoy the right of access to any documents, papers, or other records of the Recipient and the Recipient's subcontractors and/or consultants receiving Grant Funds, which are pertinent to the award, in order to make audits, examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to the Recipient's personnel for the purpose of interview and discussion related to such documents.

H. The Trust reserves the right, on its own or through an agent, to perform its own audit, financial review, evaluation, or other action to ensure the accountability of the Recipient and its subcontractors and/or consultants and to monitor compliance with the terms of this Agreement. Recipient shall cooperate with the Trust and its agents in the conduct of such review, audit, evaluation or other action.

I. The Recipient shall retain sufficient records to show its compliance with the terms of this Agreement, as well as the compliance of all subcontractors or consultants paid from the Grant Funds, for a period of ten (10) years from the date of submission of the final expenditure report, or for such longer period, if any, required to resolve any claims or audit inquiries, or if required to do so by the Trust.

J. The Recipient shall promptly notify the Trust of any audit or forensic investigation pertaining to operations of the Recipient.

ARTICLE IX: BANK ACCOUNTS, INTEREST, AND REVENUES

A. The Recipient shall ensure that Grant Funds in the possession of the Recipient and its subcontractors and/or consultants remain, to the extent practicable, in a bank account which bears interest at a reasonable commercial rate available until the Grant Funds are expended for the Project.

B. Any interest on Grant Funds shall be accounted for and used solely for Project purposes.

ARTICLE X: LIABILITY AND INDEMNIFICATION

A. Recipient, to the fullest extent provided by law, agrees to defend, indemnify and hold, the Trust and their respective trustees, officers, employees, servants, agents, assigns and affiliates ("Indemnified Parties"), harmless from and against, any and all suits, actions, liabilities, losses, claims, damages, and expenses including, without limitation, costs of investigation and defense (including costs of private investigation and surveillance), costs for medical treatment, expert witness fees, legal fees (e.g., fees of attorneys, paralegals and other legal professionals for the defense of the underlying suits, etc.), expenses and diminution of value, whether or not involving a third party claim, arising out of or in any manner connected with the work performance under this Agreement, or any such other work performed for the Indemnified Parties, in any way related to the acts or omissions of the Recipient, its agents, servants, employees, Subcontractors, subconsultants, anyone directly or indirectly employed by them or anyone for whose acts or omissions they may be legally liable ("Covered Parties") to the extent that such suits, actions, liabilities, losses, claims, damages and expenses are caused by the Covered Parties.

B. The Trust, and its respective trustees, officers, employees, servants, agents, assigns and affiliates, shall be responsible only for performing the obligations that are specifically set forth in this Agreement. Except for those obligations, the Trust and its respective trustees, officers, employees, servants, agents, assigns and affiliates, shall have no liability to the Recipient and/or its subcontractors and/or consultants, or any other person or entity as a result of this Agreement or the implementation of the Project. Any financial or other liability that may arise as a result of the implementation of the Project shall be the sole responsibility the Recipient.

C. This Article shall specifically survive termination of this Agreement.

ARTICLE XI: DEFAULT

A. If any of the following events occur ("Events of Default"), all obligations on the part of the Trust to make further payment of funds shall terminate and the Trust has the option to exercise any of its remedies set forth in Article XI, however, the Trust may make payments or partial payments after any Events of Default without waiving the right to exercise such remedies, and without becoming liable to make any further payment if:

1. Any warranty or representation made by the Recipient in this Agreement is or becomes false or misleading in any respect, or if the Recipient fails to keep or perform any of the obligations, terms or covenants in this Agreement and has not cured them in timely fashion, or is unable or unwilling to meet its obligations under this Agreement;

2. Material adverse changes occur in the financial condition of the Recipient at any time during the term of this Agreement, and the Recipient fails to cure this adverse change within fifteen days from the date written notice is sent by the Trust;

3. Recipient has failed to meet Project deadlines, goals, milestones;
4. Any report or audit required by this Agreement have not been submitted to the Trust or have been submitted with incorrect, incomplete or insufficient information; or
5. The Recipient has failed to perform and complete on time any of its obligations under this Agreement.

B. If an Event of Default occurs, then The Trust may exercise any one or more of the following remedies, either concurrently or consecutively:

1. Terminate this Agreement;
2. Begin an appropriate legal or equitable action to enforce performance of this Agreement;
3. Withhold or suspend payment of all or any part of a request for payment;
4. Require that the Recipient refund to the Trust any monies used for ineligible purposes under the laws, rules and regulations governing the use of these funds.
5. Exercise any corrective or remedial actions, to include but not be limited to:
 - i. Request additional information from the Recipient to determine the reasons for or the extent of non-compliance or lack of performance;
 - ii. Issue a written warning to advise that more serious measures may be taken if the situation is not corrected;
 - iii. Advise the Recipient to suspend, discontinue or refrain from incurring costs for any activities in question; or

C. Pursuing any of the above remedies will not stop the Trust from pursuing any other remedies in this Agreement or provided at law or in equity. If the Trust waives any right or remedy in this Agreement or fails to insist on strict performance by the Recipient, it will not affect, extend or waive any other right or remedy of the Trust, or affect the later exercise of the same right or remedy by the Trust for any other default by the Recipient.

ARTICLE XII: TERMINATION

A. The Trust may terminate this Agreement for cause immediately upon written notice. Cause can include misuse of funds, fraud, lack of compliance with applicable rules, laws and regulations, failure to perform on time, refusal by the Recipient to permit public access to any document, paper, letter, or other material, and the occurrence of an Event of Default.

B. The Trust may terminate this Agreement for convenience or when it determines, in its sole discretion, that continuing the Agreement would not produce beneficial results in line with the further expenditure of funds, by providing the Recipient with fifteen (15) days prior written notice.

C. The parties may agree to terminate this Agreement for their mutual convenience through a written amendment of this Agreement. The amendment will state the effective date of the termination and the procedures for proper closeout of the Agreement.

D. In the event that this Agreement is terminated, the Recipient will not incur new obligations for the terminated portion of the Agreement after the Recipient has received the notification of termination. The Recipient will cancel as many outstanding obligations as possible. Costs incurred after receipt of the termination notice will be disallowed. The Recipient shall not be relieved of liability to the Trust because of any breach of Agreement by the Recipient. The Trust may, to the extent authorized by law, withhold payments to the Recipient for the purpose of set-off until the exact amount of damages due The Trust from the Recipient is determined.

ARTICLE XIII: ANTI-TERRORISM

Recipient shall not use funds provided under this Agreement, directly or indirectly, in support of activities (a) prohibited by U.S. laws related to combating terrorism; (b) with persons on the list of Specially Designated Nationals or entities owned or controlled by such person; or (c) with countries against which the U.S. maintains comprehensive or targeted sanctions (Iran), unless such activities are fully authorized by the U.S. Government under applicable law and specifically approved by The Trust in its sole discretion.

ARTICLE XIV: ANTI-CORRUPTION

The Recipient shall not offer or provide money, gifts, or any other things of value directly or indirectly to anyone in order to improperly influence any act or decision relating to the grant or Trust, including by assisting any party to secure an improper advantage.

ARTICLE XV: LEGAL AUTHORIZATION

The Recipient certifies that it has the legal authority to receive the funds under this Agreement and that its governing body has authorized the execution and acceptance of this Agreement. The Recipient also certifies that the undersigned person has the authority to legally execute and bind Receipt to the terms of this Agreement.

ARTICLE XVI: APPLICABLE LAW

This Agreement shall be construed under the laws of the State of New Jersey, without regard to the conflicts of law provisions of such State, and venue for any actions arising out of this Agreement shall be the federal or state courts of the State of New Jersey. If any provision of this Agreement is in conflict with any applicable statute or rule, or is unenforceable, then the

provision shall be null and void to the extent of the conflict, and shall be severable, but shall not invalidate any other provision of this Agreement.

ARTICLE XVII: ANTI-DISCRIMINATION& EQUAL EMPLOYMENT

A. The Recipient agrees to comply with the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq.), which prohibits discrimination by public and private entities on the basis of disability in employment, public accommodations, transportation, State and Local government services, and telecommunications.

B. During the performance of this contract the Recipient agrees as follows:

The Recipient will not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin. The Recipient, however, will take affirmative action to ensure that minority group members are employed and are not discriminated against during employment. Such actions shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Recipient agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the State Treasurer or any political subdivision or agency delegated responsibilities by the Recipient pursuant to P.L. 1975, c. 127.

Recipient will, in all solicitations or advertisement for employees placed by or on behalf of the Recipient, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex or national origin.

The Recipient will send to each labor union or representative of workers with which the Recipient has a collective bargaining agreement or other contract or understanding, a notice advising the labor union or workers' representative or the Recipient commitments under this specification and under rules, regulations and orders promulgated by the State Treasurer pursuant to the Recipient's authority under P.L. 1975, c. 127. The Recipient shall post copies of this notice in conspicuous places available to all employees and applicants for employment.

The Recipient will comply with all rules and regulations and orders promulgated by the State Treasurer pursuant to P.L. 1975, c. 127 and with all provisions of N.J.S.A. 10:2-1 through 10:2-4 and all rules and regulations promulgated thereunder.

ARTICLE XIX: ENTIRE AGREEMENT

This Agreement contains the entire agreement of the parties and supersedes all prior and contemporaneous agreements concerning its subject matter. If there is a conflict between this Agreement and the Recipient's Proposal, this Agreement will prevail. Except as specifically permitted in this Agreement, no modification, amendment, or wavier of any provision of this Agreement will be effective unless in writing and signed by authorized representatives of both parties.

ARTICLE XX: ASSIGNMENT

Recipient shall not assign or transfer by operation of law or court order any rights or obligations under this Agreement.

ARTICLE XXI: MODIFICATION OR AMENDMENT

No modification of this Agreement shall be valid unless in writing and signed by an authorized representative of The Trust and an authorized representative of the Recipient.

[Signature Page Follows]

[Signature Page - The Trust Pro-NJ Grantor Trust Grant Agreement]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

THE TRUST PRO-NJ GRANTOR TRUST

Name: Beverly McCall

Signature: _____

Title: Chairperson of the Board of Trustees

Date:

RECIPIENT

Name: Blaise Scibetta _____

Signature:  _____

Title: Mayor _____

Date:

Exhibit A

Disbursement Schedule

[To be provided by Recipient]

EXHIBIT A



TOWNSHIP OF LITTLE EGG HARBOR

665 RADIO ROAD, LITTLE EGG HARBOR, NEW JERSEY 08087-1885

Telephone: 609-296-7241 / Facsimile: 609-296-5352

ROADWAY AND STORM DRAINAGE RESILIENCY IMPROVEMENTS OFF GREAT BAY BOULEVARD

Ocean Wind – Pro-NJ Grantor Trust Grant Application

Applicant Contact Information:

Township of Little Egg Harbor

665 Radio Road

Little Egg Harbor, NJ 08087

Primary Contact: Rodney Haines, Township Administrator/CFO

Phone: 609-296-7241 x220

Email: rhaines@leht.com



Project Overview:

Background –

Daddy Tucker Drive and Flax Isle Drive, located off of Great Bay Boulevard, and adjacent to Tuckerton Creek are low lying and impacted regularly by tidal flooding and storms. Residents are unable to navigate the flood waters during these times and their homes, properties, and vehicles can sustain damage.

This area, like much of the Township's waterfront was developed in the 1960s, creating both upland areas (roads and lots) and lagoons from the existing marsh. After 60+ years there are many elements of the original construction that could have been improved on, including 1) greater filling of the upland areas to higher elevations, 2) stabilization of all shoreline areas to avoid erosion, and 3) more stormwater infrastructure to manage both runoff and tides. We note that the lower elevation roads are more susceptible to tidal flooding on a regular basis; shoreline erosion threatens private property, roads, and utilities, not to mention also silting in the lagoons; and the aging stormwater infrastructure (comprised of corrugated metal which dissolves over the course of time in salt water) is failing. The stormwater infrastructure was also designed for smaller storms than we experience today, so the infrastructure is undersized.

As the Township has reconstructed roadways and replaced stormwater infrastructure within the Township, there are several strategies which have proven successful on the waterfront. Those strategies include:

1. Raising the elevation of roadways including the centerlines, which reduces tidal flooding and aids in vehicles being able to pass through flood prone areas, including emergency vehicles. This strategy helps to prevent tidal flooding and combat future flooding from sea level rise. Prior projects have seen roadways elevated by 6 – 18 inches.
2. Installation of tide valves at outfall pipes, which can greatly reduce tidal flooding.
3. Replacement of existing corrugated metal stormwater piping with high density polyethylene pipe and an increase in the pipe sizing for better conveyance.
4. Bulkheading of lagoon ends and street ends to eliminate future erosion.

The Township envisions a combination of these strategies to improve Daddy Tucker Drive and Flax Isle Drive. Photographs of existing conditions within this area are included in Appendix C.



Key Personnel – Resumes are included in Appendix A.

Municipal Engineer: Responsible for surveying, project design, permitting, and construction oversight.

Jason A. Worth, P.E.

T&M Associates

1144 Hooper Ave, Suite 202, Toms River, NJ 08753

732-473-3400

jworth@tandmassociates.com

Township Administrator/CFO: Responsible for project financing and coordination with Township Committee.

Rodney Haines

Township of Little Egg Harbor

665 Radio Road, Little Egg Harbor, NJ 08087

609-296-7241

rhaines@leht.com

Other Project Partners: None.

Project Description –

The Township of Little Egg Harbor is proposing roadway and storm drainage resiliency improvements for Daddy Tucker Drive and Flax Isle Drive adjacent to Tuckerton Creek off of Great Bay Boulevard, within the flood hazard area (an overall site location map is included in Appendix B). The project will combat tidal flooding, sea level rise, and erosion issues. The proposed project would include the bulkheading of Daddy Tucker Drive and Flax Court along the creek to eliminate erosion forces and flooding on the street ends, the installation of new storm drainage infrastructure on each street, the installation of tide valves on each street to prevent tidal flooding, and the reconstruction of each roadway to elevate them above flood levels, to the maximum extent practicable. The proposed resiliency improvements will help to protect residents and their property from devastating flooding and storms, and also make it possible for emergency services to reach these areas when needed.

The construction work will include the replacement of storm drainage inlets and piping within the roadways as well as the easements between the roads and lagoons. HDPE pipe will be utilized, which can withstand the corrosive forces of salt water, and will also be upsized to account for the increased runoff seen today from larger storm events. Also included in the work is pulverizing the existing roadways, supplementing with additional dense graded aggregate, and grading them to create a proper 6" crown at the centerline of the roadway. The roadways will then be overlayed with new asphalt base and surface courses, increasing the height of the roadway, and then filling/restoring of front yards will be done.



The project will address a long-standing need and issue for the Township to improve low lying areas on the waterfront that were developed in the 1960s, without the forethought of sea level rise and increased storm frequencies. The Township will be able to improve the daily living conditions in this neighborhood and provide future resiliency against further sea level rise and erosion. When considering the predicted extent of sea level rise by 2050 (1.3'+), the proposed improvements are critical for the Township and its residents (70+ properties). It is important that coastal communities look ahead to the future and make their roads and infrastructure more resilient to climate changes and sea level rise, which is what Little Egg Harbor Township is committed to doing.

In the short-term, the Township expects the project to drastically reduce the flooding within the roadways and private properties, improving the quality of life for residents in the area. The Township expects that emergency services will be able to operate unimpeded, having a direct, positive benefit on public health and safety. In the long-term, the Township will monitor the improvements and their effectiveness, and look to employ these types of improvements in other areas of the waterfront in the Township.

The Township is prepared to proceed immediately with the proposed improvements if awarded a grant. The Township has already begun the permitting process for the proposed bulkheads, having received the required Army Corps Nationwide #13 Permit and under review on their NJDEP Waterfront Development Permit (decision expected by 10/19/22). Accounting for any seasonal timing restrictions including in those permits, the Township is committed to complete all construction by September 30, 2023.

Project Budget and Grant Request:

A detailed construction cost estimate is included in Appendix D and totals \$759,885.00. Understanding the requests received by the Trust and limited funds available, the Township of Little Egg Harbor is requesting \$500,000.00 in funding. With that being said, the Township would accept any funding amount available from the Trust to help offset project costs. The Township is requesting funds for construction costs only and the Township would cover all engineering and permitting related costs for the project, as well as any difference between the grant award and construction cost via a capital bond ordinance. With such an extensive waterfront area within Little Egg Harbor Township, the Township has many needs to address since Superstorm Sandy, so the requested funding would help to offset the high cost of needed improvements now and into the future. We note that the project would be publicly bid as required by law, with the project being award to the lowest responsible bidder.

As noted above, the project completion date is proposed as September 30, 2023, and we anticipate the following schedule:

- Permit Issuance = 11/30/22
- Final Design Plans/Specifications = 2/28/23
- Project Bidding = 3/1/23 – 3/31/23
- Project Award = 4/13/23



Construction = 5/1/23 – 8/31/23

Project Closeout = 9/30/23

Based on the above construction schedule, we would propose the following disbursement schedule of grants funds:

First 25% of Grant = 6/30/23

Second 25% of Grant = 7/31/23

Third 25% of Grant = 8/31/23

Final 25% of Grant = 9/30/23

We note that the Township of Little Egg Harbor would bond for all costs upfront and the grant funds could be disbursed as a reimbursement. The Township shall provide a project status report and proof of payment to the contractor, along with any grant reimbursement requests.

Experience:

The Township Engineer, Jason A. Worth, P.E., has 17 years of engineering experience, working on projects for the Township of Little Egg Harbor for that entire time as well as several other coastal municipalities in Ocean County. Projects worked on have included roadway and storm drainage improvements; water and sanitary sewer infrastructure improvements; park and recreational improvement design; bulkhead design; lagoon dredging improvements; and living shoreline designs. The Township Administrator/CFO, Rodney Haines, has been in his role for the last 4 years for the Township and worked for 25+ years prior to for Holman, Frenia, & Allison, P.C. as an accountant/auditor for many municipalities. The key Township personnel have the required experience to deliver a successful project to benefit the Township and local residents. Copies of resumes are included in Appendix A of this grant application.

The Township of Little Egg Harbor has received various County, State, and Federal grants and successfully completed all projects (ADA, roads, pedestrian access, living shorelines, etc.) in accordance with grant requirements. The types of grants include:

- Ocean County Community Development Block Grants
- NJDOT Municipal Aid Grants
- NJDOT Safe Routes to Schools Grants
- NJEDA Streetscape Revitalization Grant
- NJDEP Green Acres
- National Fish and Wildlife Foundation Grant

**Legal Issues:**

There are no potential issues for the project, including legal or regulatory issues. All proposed work is located within Township right-of-way or easements. Additionally, the Township has previously secured the necessary Nationwide Permit #13 from the Army Corps of Engineers for the proposed bulkhead at the end of Daddy Tucker Drive. A copy of said permit is located within Appendix D.



APPENDIX A

KEY PERSONNEL RESUMES



Education

Rowan University, BS Civil
Engineering, 2005

Professional Registrations / Affiliations

Licensed Professional
Engineer in New Jersey

Licensed Professional
Planner in New Jersey

Certified Municipal Engineer

Years in the Industry

17

Areas of Expertise

Municipal Engineering, Civil
Engineering, Construction
Administration

Summary of Qualifications

Mr. Worth has more than 15 years of experience in Public Works projects providing municipal engineering and planning services to numerous municipalities throughout New Jersey. These services include Engineer of Record, providing Planning and Zoning Board representation, grant administration, landscape architecture, surveying, engineering, public bidding, contract award, full contract and construction administration, municipal project review and interaction with state, county and local review agencies.

Additionally, Mr. Worth is responsible for the Operations of T&M's Toms River office providing leadership and technical direction to numerous professionals and support staff providing comprehensive municipal engineering services to a variety of communities. He was a recipient of South Jersey Biz's 20 Under 40 in 2019, which honors accomplished professionals under the age of 40 on the rise in the South Jersey business community.

Key Projects

Mystic Beach and Parkertown Beach Replenishment & Stabilization, Little Egg Harbor Township, Ocean County, NJ. Project Manager for the design of beach replenishment including offshore breakwaters for stabilization. Improvements also include marsh restoration, parking lot improvements, and recreational amenities.

Mystic Shores Roadway Improvements, Township of Little Egg Harbor, Ocean County, NJ. Project Manager for the reconstruction of several aging roadways within an age restricted community. Roadway milling/paving with stabilization fabric, ADA handicap ramp replacement, curb replacement, driveway replacement and striping were also included in the project.

2022 Bulkhead Improvement Project, Little Egg Harbor Township, Ocean County, NJ. Project Manager for the installation/replacement of eleven bulkheads at street ends and lagoon ends with new vinyl bulkheads. Storm drainage and roadway improvements were also included in the project.

Mystic Island West Phase 1 Maintenance Dredging, Little Egg Harbor Township, Ocean County, NJ. Project Manager for the design, permitting, bidding, contract administration, and inspection of dredging improvements (110,000 CY) within the Mystic Island (West Phase 1) section of the Township.

Veterans Memorial Park, Township of Ocean, Ocean County, NJ. Project Manager for the design, bidding, contract administration, and inspection of a new Veterans Park. The project included stormwater management infrastructure, lawn areas, walkways, monument walls, benches, flagpoles, etc.

Veterans Park Improvements, Little Egg Harbor Township, Ocean County, NJ. Project Manager for the design, bidding, contract administration, and inspection of a new Veterans Park. The project included a Green Acres Change of Use as well as stormwater management infrastructure, parking areas, lawn areas, walkways, a pavilion, monument walls, benches, flagpoles, etc.

Mystic Island Maintenance Dredging Phase 1, Little Egg Harbor Township, Ocean County, NJ. Project Manager for the design, permitting, bidding, contract administration, and inspection of dredging improvements within the Mystic Island (East) section of the Township.



Iowa Ct and South Green St Living Shorelines Project, Little Egg Harbor Township, Ocean County, NJ. Project Manager for the design and construction of living shoreline improvements along Iowa Court and South Green Street. Improvements included shoreline stabilization via a marsh sill, and the restoration of just under 1 acre of coastal wetland marsh.

Osborn Island Maintenance Dredging, Little Egg Harbor Township, Ocean County, NJ. Project Manager for the bidding, contract administration, and inspection of dredging improvements within the Osborn Island section of the Township.

2018 Roadway Improvement Program, Township of Ocean, Ocean County, NJ. Project Manager for the replacement and new installation of stormwater infrastructure along four waterfront roadways. Roadway re-grading/paving, curb replacement, driveway replacement and striping were also included in the project.

Street End Bulkhead Replacement Project, Little Egg Harbor Township, Ocean County, NJ. Project Manager for the replacement of four wooden bulkheads at street ends with new vinyl bulkheads. Storm drainage and roadway improvements were also included in the project.

Mystic Island Drainage Improvement Project Phase 2, Little Egg Harbor Township, Ocean County, NJ. Project Manager for the replacement and new installation of stormwater infrastructure along five waterfront roadways. Roadway re-grading/paving, curb replacement, driveway replacement and striping were also included in the project.

Improvements to Oak Lane and Otis Bog Road, NJDOT Municipal Aid Road Program FY 2015/2016, Little Egg Harbor Township, Ocean County, NJ. Project Manager for the reconstruction of Oak Lane and Otis Bog Road. The project included site clearing, soil erosion and sediment control, storm drainage improvements, roadway excavation, grading, paving, curb/driveway apron reconstruction, and restoration.

2015 Streetscape Improvement Project, Little Egg Harbor Township, Ocean County, NJ. Project Manager for the installation of new curb, sidewalk, and ADA-handicap ramps on Mathistown Road and Radio Road. Services also included grant procurement from the NJEDA to fund the project, grant management and construction management.

Twin Lakes Blvd. Drainage Improvements, Little Egg Harbor Township, Ocean County, NJ. Project Manager for the replacement of stormwater infrastructure and bulkheads along the roadway. Roadway re-grading/paving, curb replacement, driveway replacement and striping were also included in the project.

Debris Management Plan, Little Egg Harbor Township, Ocean County, NJ. Principal Manager responsible for the preparation of a Debris Management Plan to provide an effective and efficient management of disaster-generated debris within the municipal boundaries of the Township. The plan follows FEMA guidelines and discusses topics on Staff Roles and Responsibilities, Situation and Assumptions, Debris Collection Plan, Debris Management Sites, Contracted Services, Public Information Plan, and more. This project was funded through the State of New Jersey's Department of Consumer Affairs Post Sandy Planning Assistance Grant Program.

Pebble Beach Water and Sewer Main Replacement, Ocean Township, Ocean County, NJ. Project Manager for the replacement of water mains/services, sanitary sewer mains/services, and stormwater infrastructure in several existing developments. Roadway re-grading, curb reconstruction, and paving were also major aspects of project development.

Marsh Restoration and Replenishment Project, Little Egg Harbor & Tuckerton, NJ. Project Manager to restore and replenish local marsh, wetlands, and beaches through the dredging of lagoon communities to remove silt build-up that is blocking stormwater outfalls and impeding the passage of wildlife and boats. The dredging and marsh restoration will directly benefit the local community by strengthening natural buffers against storm surges and sea level rise, which will help protect critical infrastructure in the areas of Osborn Island, Mystic Island, Tuckerton Beach, Paradise Cove/Thompson Creek, and Parker's Run. The planned resiliency measures included in this project are: Living Shoreline Treatments, Thin-Layer Deposition, Tidal Marsh Replacement and Restoration, and Beach Replenishment and Nourishment.

Skipper's Cove, Seneca Blvd, and 11th Street Water and Sewer Main Replacement, Ocean Township, Ocean County, NJ. Project Manager for the replacement of water mains/services, sanitary sewer mains/services, and stormwater infrastructure in several existing developments. Roadway re-grading and construction was also a major aspect of project development.

Improvements to the Township Recreation Complex Bathroom/Concession Building, Little Egg Harbor Township, Ocean County, NJ. Project Manager for the construction of a bathroom/concession building including site design and contract



administration. The project includes site clearing, soil erosion and sediment control, grading, building construction, well and septic, and concrete work.

2014 Road Improvement Program & Reconstruction of Lanes, Borough of Avon-by-the-Sea, NJ. Design Task Manager for curb and sidewalk improvements along Ocean Avenue and the reconstruction of Sylvania, Garfield and Lincoln Lanes as well as Roosevelt Street. Improvements to the lanes/street included new pavement, installation of new concrete combination curb/gutter and underdrains for sump pumps, and the replacement of service walks and ADA ramps.

FY 2011 Community Development Block Grant ADA, Curb, Ramp, and Sidewalk Improvements, Little Egg Harbor Township, Ocean County, NJ. Project Manager for the reconstruction handicap ramps, sidewalk, and curbing to meet Federal ADA standards. The project included site clearing, soil erosion and sediment control, concrete curb replacement, concrete sidewalk replacement, and restoration.

2011 Drainage Easement Improvements, Little Egg Harbor Township, Ocean County, NJ. Project Manager for the replacement of storm drainage piping along tidal waterways within a residential area. The project included site clearing, soil erosion and sediment control, storm drainage, grading, curb/driveway apron reconstruction, and restoration.

Water Main Replacement and Roadway and Drainage Improvements to Cable Avenue, Borough of Beachwood, Ocean County, NJ. Project Engineer for the reconstruction of Cable Avenue including design and contract administration. The project included site clearing, soil erosion and sediment control, storm drainage, water main replacement, roadway excavation, grading, paving, curb/driveway apron reconstruction, and restoration.

Improvements to Louisiana Drive, NJDOT Municipal Aid Road program FY 2011, Little Egg Harbor Township, Ocean County, NJ. Project Engineer for the complete reconstruction of Louisiana Drive to eliminate tidal flooding. The project included site clearing, soil erosion and sediment control, storm drainage, roadway excavation, grading, paving, curb/driveway apron reconstruction, and restoration.

Improvements to Frog Pond Road Phase 1, NJDOT Municipal Aid Road program FY 2010, Little Egg Harbor Township, Ocean County, NJ. Project Engineer for the reconstruction of Frog Pond Road including design and contract administration. The project included site clearing, soil erosion and sediment control, drainage, roadway excavation, grading, paving, curb/driveway apron reconstruction, and restoration.

Township Recreation Complex Softball Field and Playground, Little Egg Harbor Township, Ocean County, NJ. Project Engineer for the construction of a softball field and playground including site clearing, soil erosion and sediment control, drainage, grading, and surface restoration.

Beachwood Road Inventory, Borough of Beachwood, Ocean County, NJ. Project Engineer responsible for the assessment and rating of all roadways within the Borough. The assessment reviewed the condition of the roadway including cracking, patches/potholes, and drainage. A comprehensive report with mapping was provided to the Borough for their use in determining long term improvement programs.

Improvements to Lexington Drive, NJDOT Municipal Aid Road Program FY 2008, Little Egg Harbor Township, Ocean County, NJ. Project Engineer for the reconstruction of Lexington Drive including design and contract administration. The project included site clearing, soil erosion and sediment control, roadway excavation, grading, paving, curb/sidewalk/driveway apron reconstruction, and restoration.

Waretown Road Inventory, Waretown, Ocean County, NJ. Project Engineer responsible for the assessment and rating of all roadways within the Township. The assessment reviewed the condition of the roadway including cracking, patches/potholes, and drainage. A comprehensive report with mapping and photographs was provided to the Township for their use in determining long term improvement programs.

Improvements to Forest Edge Drive, NJDOT Municipal Aid Road program FY 2009, Little Egg Harbor Township, Ocean County, NJ. Project Engineer for the reconstruction of Forest Edge Drive including design and contract administration. The project included site clearing, soil erosion and sediment control, drainage, roadway excavation, grading, paving, curb/driveway apron reconstruction, and restoration.

Roadway Improvements to Maple Street and Windward Avenue, Borough of Beachwood, Ocean County, NJ. Project Engineer for the reconstruction of portions of Maple Street and Windward Avenue including design and contract administration. The



project included site clearing, soil erosion and sediment control, roadway excavation, grading, paving, driveway apron reconstruction, and restoration.

Stafford Road Inventory, Stafford Township, Ocean County, NJ. Project Engineer responsible for the assessment and rating of all roadways within the Township. The assessment reviewed the condition of the roadway including cracking, patches/potholes, and drainage. A comprehensive report with mapping and photographs was provided to the Township for their use in determining long term improvement programs.

FY 2009 Community Development Block Grant, Little Egg Harbor Township Food Bank, Little Egg Harbor Township, Ocean County, NJ. Project Engineer for the purchase of a mobile storage unit including site plan design and contract administration. The project included preparing site plans and specifications for the purchase of a mobile storage unit to be utilized as a food bank. Site grading reviews, retaining walls reviews, and contract administration were also included.

Rodney R. Haines, CPA, RMA

119 Hawkin Road, Tabernacle, NJ | (609)668-8224 | RodneyRHaines@gmail.com

Objective

To obtain a municipal finance officer position where I can improve the finance offices of a municipality and utilize my accounting knowledge and experience achieved in auditing government offices over 27 years.

Education

BACHELOR OF SCIENCE DEGREE | JUNE 1991 | DREXEL UNIVERSITY
DUAL SPECIALIZATION: ACCOUNTING AND FINANCE

Licenses Achieved

CERTIFIED PUBLIC ACCOUNTANT – State of NJ License #20CC02299600

REGISTERED MUNICIPAL ACCOUNTANT – State of NJ License #20CR00049800

Experience

CHIEF FINANCIAL OFFICER JULY 2018-PRESENT / TOWNSHIP ADMINISTRATOR FEBRUARY 2021 TO PRESENT | LITTLE EGG HARBOR TOWNSHIP

- Responsible for the financial activity of the Township in excess of \$25 million budget and tax collections in excess of \$65 million. Responsible for all grant transactions and grant compliance with Federal, State and local granting agencies. Communicate and maintain all financial bonding requirements associated with Township Capital projects. Oversee all business operations of the Township.

PARTNER | HOLMAN FRENIA ALLISON, PC | JANUARY 2013 TO JULY 2018

- Provide auditing and consulting services to municipalities, school districts, utility authorities and fire districts. Direct client base includes eight municipalities, ten school districts and 12 fire districts. The consulting services include municipal budgeting, financial statement preparation, annual financial statements, annual debt statements, representation at Local Finance Board hearings, fraud investigations, project future operational performance. Manage audit teams that consisted of up to 20 accountants. Serve as one of the quality control review partners to ensure that the engagements are completed in accordance with professional standards. Partner liaison to the employee development and training committee to ensure employees are properly trained.

PARTNER/MANAGER/SENIOR | HOLMAN & FRENIA, PC | JANUARY 1997 TO JANUARY 2013

- See tasks similar to as described above.

Volunteer/Civic contributions

NEW JERSEY FOREST FIRE SERVICE – DISTRICT FOREST FIRE WARDEN

TABERNACLE ATHLETIC ASSOCIATION

- Board Member – Director of Baseball – organize and operate the youth baseball program for approximately 120 youth baseball players in Tabernacle Township. Coordinate the volunteers to provide coaching and other necessary functions to operate a successful program.

TABERNACLE UNITED METHODIST CHURCH

- Member of the Audit Committee to verify the account balances and transactions of all the financial accounts of the church.

Professional Organizations

AICPA, NJSCPA, REGISTERED MUNICIPAL ACCOUNTANTS' ASSOCIATION OF NJ – BOARD OF TRUSTEES



APPENDIX B

SITE LOCATION MAP

PROPOSED BULKHEAD,
ROADWAY & STORM
DRAINAGE IMPROVEMENTS

PROPOSED BULKHEAD,
ROADWAY ELEVATION &
STORM DRAINAGE
IMPROVEMENTS

SCALE: 1" = 300'



3344 HODGSON AVENUE, SUITE 300
THIRD FLOOR, NJ 08003
TEL: 732-471-1200
FAX: 732-471-1200

AND M ENGINEERING & ARCHITECTURE
NEW JERSEY A PROFESSIONAL SERVICE FIRM
CERTIFICATE OF AUTHORIZATION FOR PROFESSIONAL ENGINEERING

OCEAN WIND-PRO-NJ
GRANTOR TRUST

LITTLE EGG HARBOR TOWNSHIP, OCEAN COUNTY, NJ



APPENDIX C

EXISTING CONDITIONS PHOTOS

DADDY TUCKER DRIVE & FLAX ISLE DRIVE







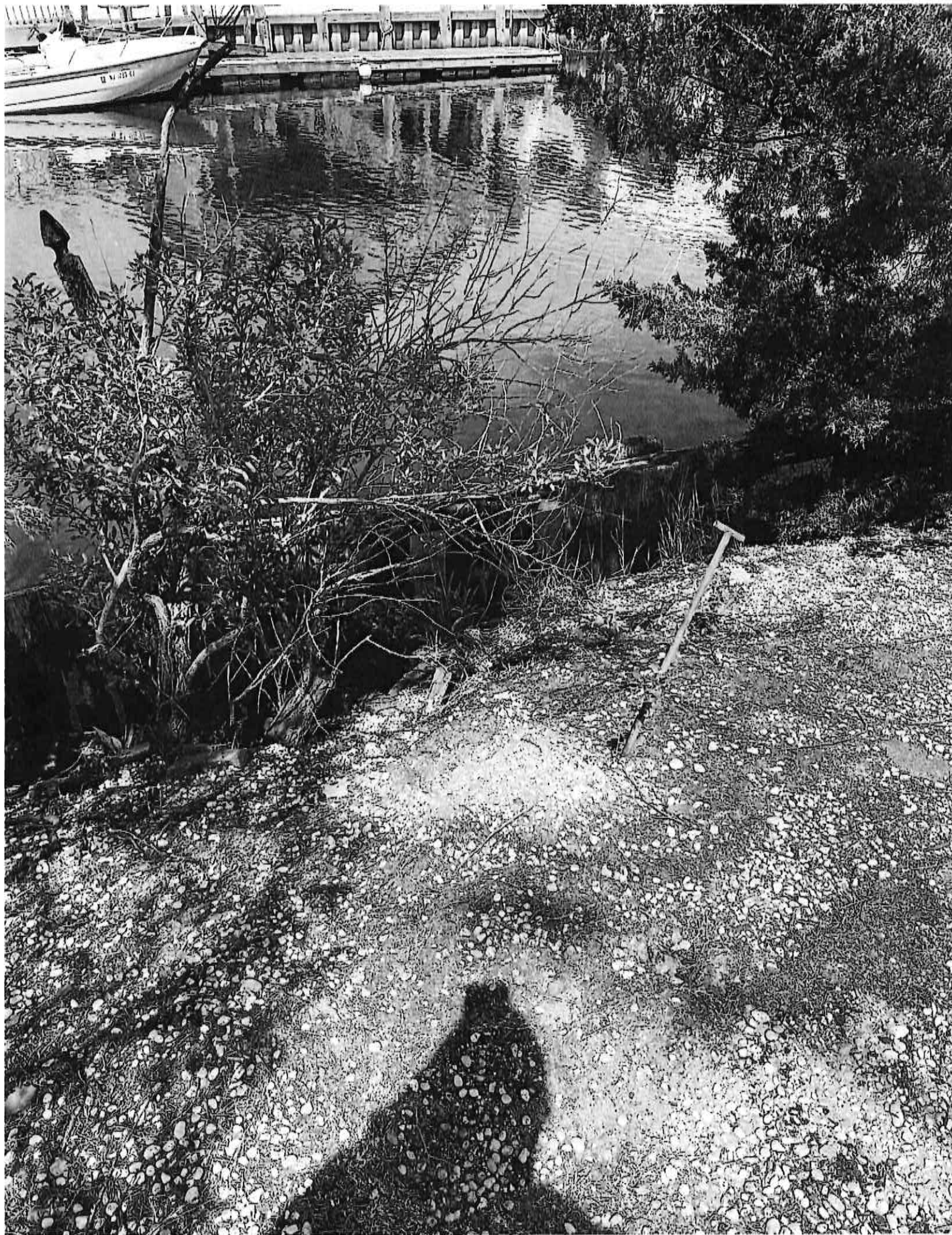






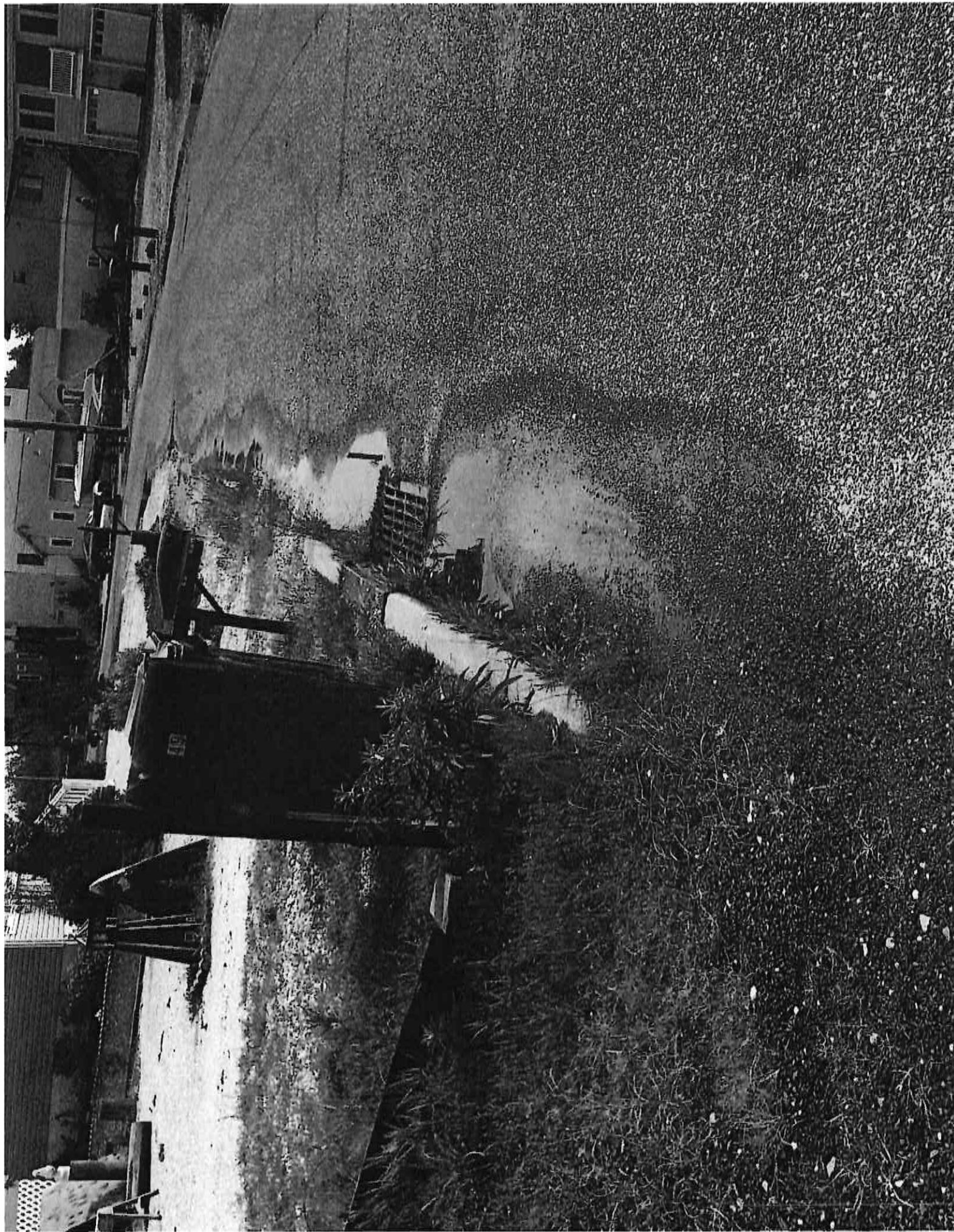
















APPENDIX D

ENGINEER'S ESTIMATE



1144 HOOPER AVENUE, SUITE 202
TOMS RIVER, NJ 08753

ENGINEER'S ESTIMATE OF COSTS

TITLE: ROADWAY AND STORM DRAINAGE RESILIENCY IMPROVEMENTS
OFF OF GREAT BAY BOULEVARD

JOB NUMBER: LEHT-G2201

BY: JAW

DATE: 9/19/2022

MUNICIPALITY: LITTLE EGG HARBOR TOWNSHIP, OCEAN COUNTY, NEW JERSEY

No.	Item Description	Quantity	Units	Unit Price	Total Cost
1	Inlet Filter, Type 2, 4' x 4'	12	UNIT	\$250.00	\$3,000.00
2	Maintenance and Protection of Traffic	1	L.S.	\$10,000.00	\$10,000.00
3	Allocation for Uniform Traffic Directors (Based on \$80.00/hour)	120	HOUR	\$100.00	\$12,000.00
4	Clearing Site	1	L.S.	\$60,000.00	\$60,000.00
5	Dense Graded Aggregate Base Course, Variable Thickness	300	C.Y.	\$30.00	\$9,000.00
6	HMA Milling, 3" or less	3,900	S.Y.	\$4.00	\$15,600.00
7	HMA Milling, more than 3" to 6"	3,900	S.Y.	\$6.00	\$23,400.00
8	HMA Milling In Place, 12" Thick, w/ Grading	2,000	S.Y.	\$12.00	\$24,000.00
9	Hot Mix Asphalt 19M64 Base Course, 2.5" Thick	960	TON	\$90.00	\$86,400.00
10	Hot Mix Asphalt 9.5M64 Surface Course, 1.5" Thick	960	TON	\$100.00	\$96,000.00
11	15" HDPE	750	L.F.	\$100.00	\$75,000.00
12	18" HDPE	150	L.F.	\$110.00	\$16,500.00
13	Inlet, Type 'E'	12	UNIT	\$5,000.00	\$60,000.00
14	Inline Check Valve, 18"	2	UNIT	\$8,000.00	\$16,000.00
15	Vinyl Bulkhead, Complete	152	L.F.	\$900.00	\$136,800.00
16	Concrete Driveway, Reinforced, 6" Thick	80	S.Y.	\$125.00	\$10,000.00
17	HMA Driveway, 2" Thick	100	S.Y.	\$50.00	\$5,000.00
18	Brick Paver Driveway	80	S.Y.	\$100.00	\$8,000.00
19	Stone Driveway, 4" Thick	400	S.Y.	\$25.00	\$10,000.00
20	6" X Variable Height Concrete Vertical Curb	150	L.F.	\$40.00	\$6,000.00
21	Traffic Markings, Thermoplastic	150	S.F.	\$20.00	\$3,000.00
22	General Surface Restoration	1	L.S.	\$40,000.00	\$40,000.00


SUBTOTAL = \$723,700.00

5% CONTINGENCY = \$36,185.00

TOTAL PROJECTS COSTS = \$759,885.00

THE ABOVE ESTIMATE IS BASED UPON THE CURRENT COST OF COMPARABLE WORK BEING PAID TO QUALIFIED CONTRACTORS IN THE PROJECT AREA. I ACCEPT NO LIABILITY OR RESPONSIBILITY FOR ANY ERRORS, OMISSIONS OR THE ADEQUACY OF ANY AMOUNTS CONTAINED HEREIN.

T&M ASSOCIATES


JASON A. WORTH, P.E., P.P., C.M.E.
TOWNSHIP ENGINEER



APPENDIX E

REGULATORY PERMITS



DEPARTMENT OF THE ARMY
U.S. ARMY CORPS OF ENGINEERS, PHILADELPHIA DISTRICT
100 PENN SQUARE EAST
PHILADELPHIA PENNSYLVANIA 19107-3390

August 24, 2022

Regulatory Branch

SUBJECT: Nationwide Permit #13 Verification NAP-2022-00880-95
Township of Little Egg Harbor – Bank Stabilization at an Unnamed Tributary
of Tuckerton Creek at the Terminus of Daddy Tucker Drive, Little Egg Harbor
Township, Ocean County, New Jersey
Central coordinates (39.588640°, -74.342957°)

Township of Little Egg Harbor
665 Radio Road
Little Egg Harbor, NJ 08087

Dear Sir or Madam:

This letter is written in regard to your proposal to construct 58.0-linear feet of bulkhead along the waterfront of an unnamed tributary of Tuckerton Creek at the terminus of Daddy Tucker Drive. This project is located in Little Egg Harbor Township, Ocean County, New Jersey. Based upon our review of the information that has been provided, it has been determined that the proposed work is authorized by Department of the Army Nationwide Permit (NWP) #13 Bank Stabilization pursuant to Section 10 of the Rivers and Harbors Act of 1899 (33 USC 403) and Section 404 of the Clean Water Act (33 USC 1344).

This verification of authorization under NWP #13 Bank Stabilization, described in the Federal Register at 86 FR 2744, is based on your agreement to comply with the general conditions, regional conditions and project specific special conditions listed in this letter. Copies of the NWP descriptions, NWP general conditions and the NWP regional conditions for New Jersey can be found at:

2021 NWP Descriptions:

<https://www.nap.usace.army.mil/Portals/39/docs/regulatory/nwp/2021/2021%20Nationwide%20Permit%20Descriptions.pdf?ver=I9Q-01ACnifs0CJ2ADPpug%3d%3d>

2021 NWP General Conditions:

https://www.nap.usace.army.mil/Portals/39/docs/regulatory/nwp/2021/2021%20Nationwide%20Permit%20General%20Conditions.pdf?ver=3uSN7FMt20_TVqVMcZFtZw%3d%3d

2021 New Jersey Regional Conditions:

https://www.nap.usace.army.mil/Portals/39/docs/regulatory/nwp/2021/New%20Jersey%202021%20Nationwide%20Permit%20Regional%20Conditions.pdf?ver=TL1kEXVya6U_QF6lt7W11g%3d%3d

Federal permits require a concurrence from the State that the activity is consistent with the State's coastal zone management (CZM) program if the activity is located within or affects the State's coastal zone. Because the State of New Jersey has denied general CZM consistency concurrence for all the 2021 NWP's, an individual CZM consistency concurrence would be required. The required individual CZM consistency concurrence has been issued by the NJDEP. Therefore, no further action is required related to a CZM consistency concurrence for this verification.

Federal permits also require the State's certification of compliance with Section 401 of the Clean Water Act through the receipt of a 401 Water Quality Certification (WQC) if the activity involves a Section 404 discharge. Because the NJDEP has denied general WQC for all 2021 NWP's, an individual WQC would be required. The required individual WQC has been issued by the NJDEP. Therefore, no further action is required related to a WQC for this verification.

This verification of NWP authorization is valid until the 2021 Nationwide Permits expire on **March 15, 2026**, unless the NWP authorization is modified, suspended, or revoked prior to this date. In the event that the NWP authorization is modified during that time period, this expiration date will remain valid, provided the activity complies with any subsequent modification of the NWP authorization.

Activities which have commenced (i.e. are under construction) or are under contract to commence in reliance upon an NWP will remain authorized provided the activity is completed within twelve months of the date of an NWP's expiration, modification, or revocation, unless discretionary authority has been exercised on a case-by-case basis to modify, suspend, or revoke the authorization in accordance with 33 CFR 330.4(e) and 33 CFR 330.5 (c) or (d). Activities completed under the authorization of an NWP which was in effect at the time the activity was completed continue to be authorized by that NWP.

Special Conditions:

1. All work performed in association with the subject project shall be conducted in accordance with the **enclosed** project plans identified as E-1 through E-6, all entitled NAP-2022-00880-95, and all dated 19 August 2022 by USACE.
2. Construction activities shall not result in the disturbance or alteration of greater than 0.02 acres of waters of the United States.
3. Any deviation in construction methodology or project design from that shown on the enclosed project plans must be approved by this office, in writing, prior to performance of the work. All modifications to the enclosed project plans shall be approved, in writing, by this office. No work shall be performed prior to written approval of this office.

4. This office shall be notified prior to the commencement of authorized work by completing and signing the **enclosed** "Notification of Commencement" form. This office shall also be notified within 10 days of the completion of the authorized work by completing and signing the **enclosed** "Notification of Completion" form. Notification is required each time maintenance work is to be done under the terms of this Corps of Engineers permit.
5. The permittee understands and agrees that, if future operations by the United States require the removal, relocation, or other alteration, of the structure or work herein authorized, or if, in the opinion of the Secretary of the Army or his authorized representative, said structure or work shall cause unreasonable obstruction to the free navigation of the navigable waters, the permittee will be required, upon due notice from the Corps of Engineers, to remove, relocate, or alter the structural work or obstructions caused thereby, without expense to the United States. No claim shall be made against the United States on account of any such removal or alteration.
6. You must allow representatives from this office to inspect the authorized activity at any time deemed necessary to ensure that it is being or has been accomplished in accordance with the terms and conditions of your general permit.
7. Any conditions in your State authorization required for compliance with the State CZM program and 401 WQC are conditions of this authorization by reference.
8. In accordance with Regional General Condition G-5(b) of the 2021 Nationwide Regional Permit Conditions for the State of New Jersey, to avoid/minimize potential effects to early winter flounder life stages and diadromous fish migrations and spawning, in-water work shall **not** be conducted from 01 January to 30 June of any calendar year.

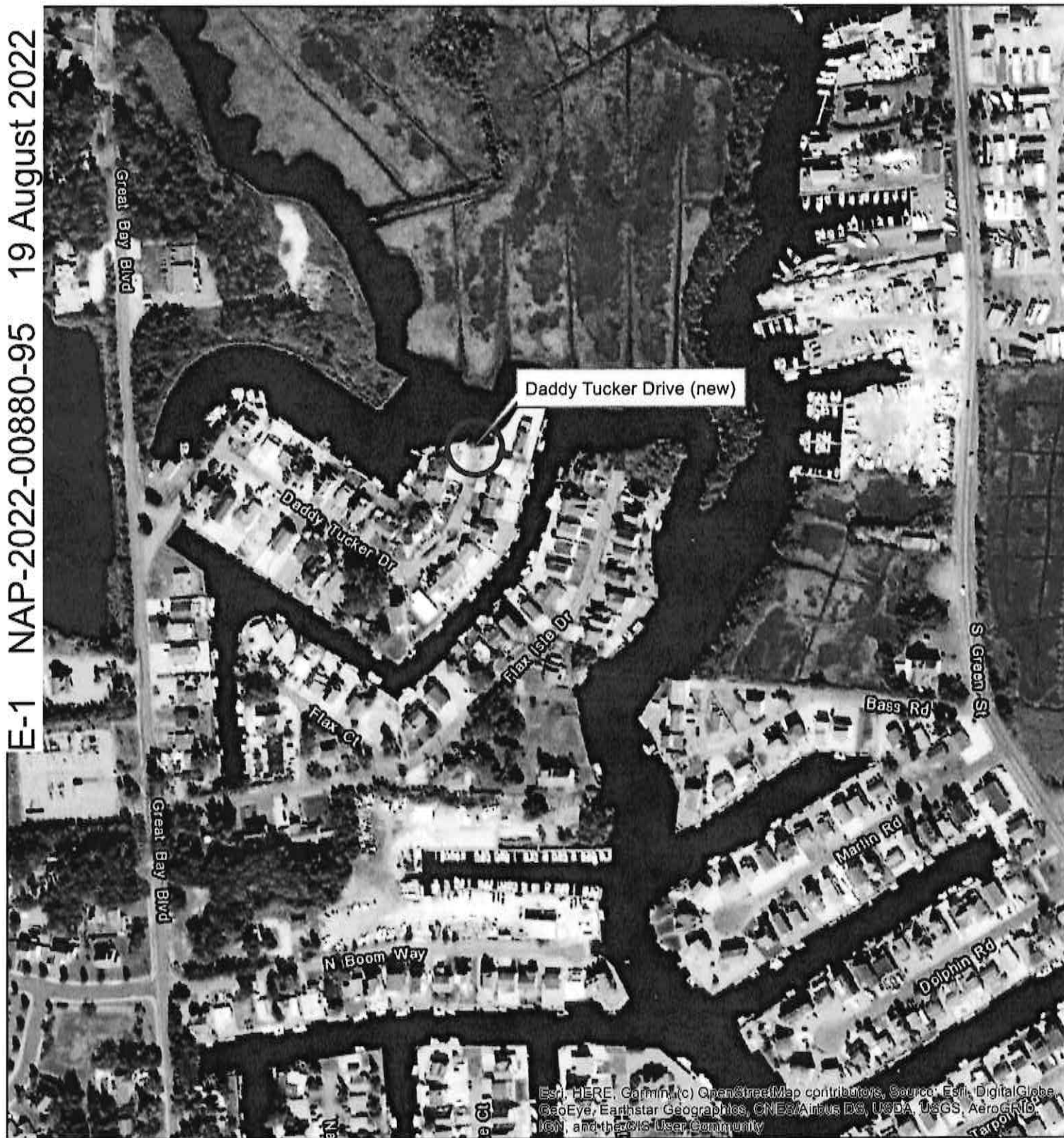
Also **enclosed** with this NWP verification letter is a form seeking any comments, positive or otherwise, on the procedures, timeliness, fairness, etc. of the permit process. You may forward your comments along with the signed "Notification of Commencement" form or "Notification of Completion" form, following the directions provided on the form. If you should have any questions or concerns, please contact me at (215) 656-6729 or via email at robert.youhas@usace.army.mil.

Sincerely,

Robert Youhas
Biologist, Application Section II

Enclosures

PROJECT PLANS



Esri, HERE, Garmin, (c) OpenStreetMap contributors, Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community



11 Tindall Road
Middletown, NJ 07748-2792
Phone: 732-671-6400
Fax: 732-671-7365

0 150 300 600 Feet



Site Location Map Daddy Tucker Bulkhead Construction Township of Little Egg Harbor Ocean County, New Jersey

Prepared by: EJM, 5/16/22
Source: NJDEP Digital GIS Data, Ocean County GIS Data, ESRI World Imagery Data
File Path: G:\Projects\LEHT\01908\Permits\ACOE Permit\Site Location Map-Daddy Tucker.mxd

NOTE: This map was developed using New Jersey Department of Environmental Protection Geographic Information System digital data, but this secondary product has not been verified by NJDEP and is not State-authorized.

ENCLOSURE 1

NOTIFICATION/CERTIFICATION OF WORK COMMENCEMENT FORM

Permit Number: CENAP-OPR-2022-00880-95
Name of Permittee: Township of Little Egg Harbor
Project Name: Bank Stabilization at an Unnamed Tributary of Tuckerton Creek at the Terminus of Daddy Tucker Drive, Little Egg Harbor Township, Ocean County, New Jersey.
Waterway: Unnamed Tributary of Tuckerton Creek
County: Ocean County State: New Jersey
Compensation/Mitigation Work Required: Yes ☐ No ☒

TO: U.S. Army Corps of Engineers, Philadelphia District
Wanamaker Building – 100 Penn Square East
Philadelphia, Pennsylvania 19107-3390
Attention: CENAP-OPR

I have received authorization to: construct 58.0-linear feet of bulkhead along the waterfront of an unnamed tributary of Tuckerton Creek at the terminus of Daddy Tucker Drive in Little Egg Harbor Township, Ocean County, New Jersey.

The work will be performed by:

Name of Person or Firm: _____

Address: _____

I hereby certify that I have reviewed the approved plans, have read the terms and conditions of the above referenced permit, and shall perform the authorized work in strict accordance with the permit document. The authorized work will begin on or about _____ and should be completed on or about _____.

Please note that the permitted activity is subject to compliance inspections by the Army Corps of Engineers. If you fail to return this notification form or fail to comply with the terms or conditions of the permit, you are subject to permit suspension, modification, revocation, and/or penalties.

Permittee (Signature and Date)

Telephone Number

Contractor (Signature and Date)

Telephone Number

NOTE: This form shall be completed/signed and returned to the Philadelphia District Office prior to commencing work.

ENCLOSURE 2

NOTIFICATION/CERTIFICATION OF WORK COMPLETION/COMPLIANCE FORM

Permit Number: CENAP-OPR-2022-00880-95
Name of Permittee: Township of Little Egg Harbor
Name of Contractor: _____
Project Name: Bank Stabilization at an Unnamed Tributary of Tuckerton Creek at the
Terminus of Daddy Tucker Drive, Little Egg Harbor Township, Ocean
County, New Jersey.
County: Ocean County State: New Jersey
Waterway: Unnamed Tributary of Tuckerton Creek

Within 10 days of completion of the activity authorized by this permit, please sign this certification and return it to the following address:

U.S. Army Corps of Engineers, Philadelphia District
Wanamaker Building - 100 Penn Square East
Philadelphia, Pennsylvania 19107-3390
Attention: CENAP-OPR

Please note that the permitted activity is subject to a compliance inspection by an Army Corps of Engineers representative. If you fail to return this notification form or fail to perform work in compliance with the permit, you are subject to administrative, civil and/or criminal penalties. Further, the subject permit may be suspended or revoked.

The authorized work was commenced on _____.

The authorized work was completed on _____.

I hereby certify that the work authorized by the above referenced permit has been completed in accordance with the terms and conditions of the above noted permit.

Signature of Contractor

Signature of Permittee

Address: _____

Address: _____

Telephone Number: _____

Telephone Number: _____

For project located in areas identified as shellfish habitat, you must include with this form a bill of lading, sales order or any other document(s) demonstrating non-polluting materials were purchased and utilized for your project. I hereby certify that I and/or my contractor have utilized non-polluting materials as defined in the above noted permit.

Signature of Contractor

Signature of Permittee

ENCLOSURE 3



**US Army Corps
of Engineers**
Philadelphia District

We are soliciting your views and comments concerning the processing of your Department of the Army permit application request. Any input, positive or otherwise, on procedures, timeliness, fairness, etc., would be appreciated.

Please write your comments in the space provided below and return to the Philadelphia District Regulatory Branch at PhiladelphiaDistrictRegulatory@usace.army.mil or if you do not have the means to return this form electronically you may print this document and mail to:

U.S. Army Corps of Engineers
Philadelphia District
Wanamaker Building
100 Penn Square East
Philadelphia, PA 19107-3390
Attn: Regulatory Branch

FILE NUMBER: CENAP-OPR-2022-00880-95
(Example CENAP-OP-R-2020-01234-56)

COMMENTS:

Thank you for taking the time to provide feedback which we can use to acknowledge great performance, correct problems and generally improve our business practices.



APPENDIX F

REQUIRED DOCUMENTS

GENERAL INFORMATION

This Form shall be submitted with all grant applications. (Attach separate pages as necessary)

APPLICANT INFORMATION

Name of Applicant: Township of Little Egg Harbor

Street Address: 665 Radio Road

City, State, Zip Code: Little Egg Harbor, NJ 08087

Employer/Taxpayer Identification Number: 21-0732629

Applicant Website (if applicable): www.leht.com

CONTACT INFORMATION

List the contact information for the person who is authorized to sign legal documents on behalf of the Applicant.

Contact Person: Rodney Haines

Title: Township Administrator/CFO

Phone Number: 609-296-7241 x220 Mobile Phone Number: 609-489-9744

Email: rhaines@leht.com

PROJECT INFORMATION

Title of Project: Roadway and Storm Drainage Resiliency Improvements off Great Bay Boulevard

Project Purpose: Improved stormwater resiliency for low lying waterfront areas of the Township

Amount of Request: \$500,000.00 Project Budget: \$759,885.00

Project Start and End Date (if applicable) :

The project will be completed by September 30, 2023.

**REPRESENTATIONS AND SIGNATURE BY AUTHORIZED REPRESENTATIVE AND
MUNICIPAL/CITY ENGINEER**

(If multiple signatories, please complete additional copies of this form)

I, the undersigned, declare and represent that:

1. I am an authorized agent of the Applicant and have authority to submit this application.
2. The information provided in this proposal is true and accurate.
3. The proposed Project will be economically feasible through completion, even if the Applicant receives less than the full amount of its grant request and the Applicant will be able to fully fund the remainder of the Project through other sources of funds. Alternatively, the minimum amount needed for the Project to be economically feasible is _____, and Applicant has attached documentation in support of this statement hereto.
4. I have read this grant application in its entirety and agreed unconditionally to all of the conditions and requirements.
5. I have disclosed any direct or indirect, actual or potential conflicts of interest Applicant may have with the Trust, Ocean Wind or Ørsted on the attached sheet or stated that no such conflict of interest exists. A direct or indirect conflict is any situation in which an individual or member of their family or close business or personal acquaintance is employed by the Trust, Ocean Wind or Ørsted or may be reasonably construed to have a direct or indirect personal or financial interest in any business affairs of the Trust, Ocean Wind or Ørsted.
6. I understand that Applicant shall not discriminate against employees and applicants for employment because of age; race; creed; color; national origin; ancestry; marital status; or affectional, sexual or gender orientation or identification.
7. I understand and accept that the approval or rejection of Applicant's grant proposal is within the sole and exclusive discretion of the Trust and that there is no legal commitment until all due diligence has been performed and a properly authorized contract has been executed by both parties.
8. I understand and acknowledge that the Ocean Wind Pro-NJ Grantor Trust is a \$15 million fund established by Ørsted and Ocean Wind, LLC, with the goal of ensuring that the offshore wind industry in New Jersey is developed in a sustainable and inclusive way. I further understand, acknowledge and agree that the Trust may promote its activities using the name of the Applicant and a description of the Applicant's proposed Project during the course of its operations.

Submitted on behalf of Applicant: Township of Little Egg Harbor

Authorized Signature: _____

Name and Title (printed): Rodney Haines, Township Administrator/CFO

Date: 09.19.22

Subscribed and sworn before me
this 19th day of September 2022

Notary Public of New Jersey

Katherine Baker

Print Name

Katherine Baker

Katherine Baker
Notary Public, State of New Jersey
My Commission Expires 2/17/2027

AFFIRMATIVE ACTION AND EQUAL OPPORTUNITY STATEMENT

Applicant agrees not to discriminate against employees and applicants for employment because of age; race; creed; color; national origin; ancestry; marital status; or affectional, sexual or gender orientation or identification.

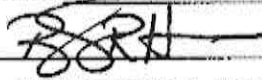
Applicant will ensure that equal employment opportunity is afforded to such employees/applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

If applicable, Applicant will further ensure that any subcontractors contracting with Applicant will sign an identical Affirmative Action and Equal Opportunity Statement. Applicant represents and warrants that it will not subcontract with any third-party that refuses to sign such a Statement.

Submitted on behalf of Applicant: Township of Little Egg Harbor

Authorized Signature: _____



Name and Title (printed): Rodney Haines, Township Administrator/CFO

Date: 09.19.22

APPLICANT CONFLICT OF INTEREST DISCLOSURE

The purpose of this form is to give grant applicants an opportunity to disclose any individual or organizational conflict of interest, or potential conflicts of interest that exist. A disclosure does not automatically result in the grant application being removed from the review process. Please read the descriptions below and mark the appropriate boxes that pertain to you and your organization for this grant application round. Please note that "applicant" includes all owners, officers and individuals in management positions of the applicant.

Conflicts of Interest

A conflict of interest occurs when someone applying for a grant has a professional or personal relationship that would make it difficult for Trust representatives to fulfill their professional duties impartially. A conflict of interest exists even if no unethical or improper act results from it.

Conflicts of interest may be actual or perceived. An actual conflict of interest occurs when a decision or action would be compromised without taking immediate appropriate action to eliminate the conflict. A perceived conflict of interest is any situation in which a reasonable person would conclude that conflict duties or loyalties exist.

I. Individual Conflicts of Interest

An individual conflict of interest occurs when any of the following conditions is present:

- a. An applicant uses his/her status to obtain special advantage, benefit, or access to obtain a grant from the Ocean Wind Pro-NJ Grantor Trust.
- b. An applicant receives or accepts money or anything else of value from another grant applicant or has equity or a financial interest in a or partial or whole ownership of a competing grant applicant entity.
- c. An applicant is a consultant, employee, Trustee, or Advisory Board member of the Ocean Wind Pro-NJ Grantor Trust, Ørsted or Ocean Wind, LLC, or is an immediate family member of a consultant, employee, Trustee, or Advisory Board member of the Ocean Wind Pro-NJ Grantor Trust, Ørsted or Ocean Wind, LLC.

I certify that I have read and understand the description of individual conflict of interest above and (check one of the following two boxes):

☒ Based on the criteria and description above, I do not have any conflicts of interest.

☐ Based on the criteria and description above, I have an actual or potential conflict of interest, or the appearance of a conflict of interest, which I am listing immediately below.

Name/Relationship and/or description of the conflict of interest (attach additional pages if needed):

II. Organizational Conflicts of Interest

An organizational conflict of interest occurs when: an applicant is unable or potentially unable to fulfill the terms of the grant due to competing duties or contractual obligations; or an applicant has an unfair competitive advantage through being furnished unauthorized proprietary information or source selection information that is not available to all applicants.

All applicants must provide a list of all individuals or entities with which it has relationships that creates, or appears to create, a conflict of interest with the work that is contemplated by the applicant's grant request. The list should indicate the name of the individual or entity, the relationship and a description of the conflict.

I certify that I have read and understand the description of individual conflict of interest above and (check one of the following two boxes):

☒ Based on the criteria and description above, I do not have any conflicts of interest.

☐ Based on the criteria and description above, I have an actual or potential conflict of interest, or the appearance of a conflict of interest, which I am listing immediately below.

Name/Relationship and/or description of the conflict of interest (attach additional pages if needed):

III. Certification

The applicant warrants that, to the best of its knowledge and belief, and except as otherwise disclosed, there are no relevant facts or circumstances which could give rise to individual or organizational conflicts of interest. The applicant agrees that if, after award, a conflict of interest is discovered, an immediate and full disclosure in writing shall be made to the Ocean Wind Pro-NJ Grantor Trust which shall include a description of the action which the grantee has taken or proposes to take to avoid or mitigate such conflicts. If a conflict of interest is determined to exist, the Trust may, at its discretion, cancel the grant. In the event the applicant was aware of the conflict of interest prior to the award for their grant and did not disclose the conflict to the Trust, the Trust may terminate the grant for default. The provisions of this clause shall be included in all subcontracts entered into by the grantee in performance of the duties under the grant.

Submitted on behalf of Applicant: Township of Little Egg Harbor

Authorized Signature: 

Name and Title (printed): Rodney Haines, Township Administrator/CFO

Date: 09.19.22

[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, and the undersigned having full authority to execute this Release on behalf of the Applicant, the Applicant hereto has caused this Release to be executed as of the date set forth below.

Applicant (company/entity): Township of Little Egg Harbor

By (sign): 

Name (print): Rodney Haines

Title: Township Administrator/CFO

Dated: 09.19.22

Subscribed and sworn before me
this 19th day of September 2022



Notary Public of New Jersey

Katherine Baker

Print Name

Katherine Baker
Notary Public, State of New Jersey
My Commission Expires 2/17/2027