

RESOLUTION NO. 2026-206

**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 \$325,000
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 an amount not to exceed \$325,000 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 an amount not to exceed \$325,000.

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 up to \$325,000.
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/Interim 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

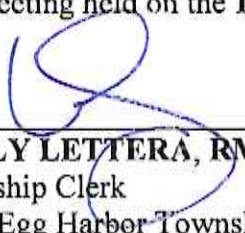
98 East Water Street
Toms River, NJ 08753

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, CMC, Township 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 13th day of August, 2026.



KELLY LETTERA, RMC, CMC
Township Clerk
Little Egg Harbor Township

r|m|s|h|c

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

98 East Water Street
Toms River, NJ 08753

o: 732.363.0777
f: 732.905.6555

GRANT AWARD AGREEMENT

THIS AGREEMENT is entered into by the OCEAN WIND PRO-NJ GRANTOR TRUST (the "Trust"), and the Township of Little Egg Harbor (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 entities 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, the Trust issued a Request for Applications ("RFA") inviting applications by municipalities, counties, educational institutions and non-profit organizations for projects tailored to fulfilling the Trust's purpose of supporting the economic development of coastal resiliency in the counties of Cape May, Ocean and Atlantic, New Jersey; and

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

WHEREAS, upon review and consideration of the Recipient's formal application, the Trust issued a Notice Award to the Recipient.

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 \$325,000.00 ("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 acknowledges that the Trust may issue/release public statements, stories and engage in other promotional activities with the Recipient's name, information about the Project and related photos and other information provided to the Trust by the Recipient. By sharing this information, Recipient acknowledges that any and all material provided has been produced with the appropriate signed media releases and may be shared with the public.

7. 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.

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

9. 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.

10. 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.

11. 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.

12. 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.

13. 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.

14. Recipient has provided a true, accurate and valid copy of its New Jersey Business Registration Certificate.

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

16. 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 upon completion of the Project.

D. 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 waiver 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: Brian K. Jackson

Signature: _____

Title: Chairperson of the Board of Trustees

Date: _____

RECIPIENT

Name: 

Signature: Kenneth Lacey, Jr.

Title: Mayor

Date: 8/13/26

Exhibit A

Disbursement Schedule



Ocean Wind Pro-NJ Grantor Trust

July 15, 2026

VIA EMAIL ONLY

Township of Little Egg Harbor
Kelly Lettera
klettera@leht.com

Re: Ocean Wind Pro-NJ Grantor Trust – Formal Grant Application Determination

Dear Applicant:

Congratulations! On behalf of the Board of Trustees of the Ocean Wind Pro-NJ Grantor Trust (the "Trust"), thank you for submitting a formal grant application (the "Application") in the Trust's 2025-2026 Coastal Resiliency Grant application round, which seeks to support such entities' entry into or development in the offshore wind industry in the State of New Jersey. After review of your Application, the Trustees voted to award your grant request in the amount of \$325,000.00.

Please note that this grant award is conditioned upon the applicant's timely completion of all grant-related paperwork and compliance with Trust award requirements. Applicants are required to prepare a disbursement schedule in accordance with Article V of the Grant Award Agreement attached hereto at your earliest convenience. The Trust Manager must receive the fully executed Grant Award Agreement and Disbursement Schedule before the initial disbursement will be released. The Trustees, at their sole discretion, may request any additional ancillary documentation they deem necessary to ensure the proper use of the grant funds.

You are also required to submit a disbursement schedule divided into three installment dates, with the last to occur no later than the end of the fiscal year 2028, to be approved by the Trustees.

Congratulations again on your successful application. The Trustees look forward to the successful completion of the proposed project and the continued growth of entities in the offshore wind industry.

Should you have any questions, please do not hesitate to contact the Trust Manager by email at info@pronjtrust.org.

Very truly yours,

Brian K. Jackson
Chairperson of the Board of Trustees
Ocean Wind Pro-NJ Grantor Trust

GENERAL INFORMATION

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

AWARDEE INFORMATION

Name of Awardee: Little Egg Harbor Township

Street Address: 665 Radio Road _____

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

Employer/Taxpayer Identification Number: 21-0732629

CONTACT INFORMATION

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

Contact Person: Kelly Lettera

Title: Interim Business Administrator/ Township Clerk

Phone Number: 609-296-7241 x 233 Mobile Phone Number:

Email: klettera@leht.com

PROJECT INFORMATION

Title of Project: Coastal Resiliency Grant

Project Purpose: Roadway improvements to S. Portland Drive and S. Los Angeles Drive in LEHT.

Amount of Request: \$325,000 Project Budget:

Project Start and End Date (if applicable) :

REPRESENTATIONS AND SIGNATURE BY AUTHORIZED REPRESENTATIVE

(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 Awardee and have authority to make these representations.
2. The information provided in this proposal is true and accurate.
3. The proposed Project will be economically feasible through completion, even if the Awardee receives less than the full amount of its grant request and the Awardee will be able to fully fund the remainder of the Project through other sources of funds.
4. I have read the grant award agreement 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 Awardee 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 Awardee shall not discriminate against employees and Awardees 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 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 promoting the development of coastal resiliency. I further understand, acknowledge and agree that the Trust may promote its activities using the name of the Awardee and a description of the Awardee's proposed Project during the course of its operations.

Submitted on behalf of Awardee:

Authorized Signature: _____

Name and Title (printed):

Date:

8/13/2026

Subscribed and sworn before me

this _____ day of _____ 2026

Notary Public of New Jersey

Print Name

AWARDEE CONFLICT OF INTEREST DISCLOSURE

The purpose of this form is to give grant Awardees 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 "Awardee" includes all owners, officers and individuals in management positions of the Awardee.

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 Awardee 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 Awardee receives or accepts money or anything else of value from another grant Awardee or has equity or a financial interest in a or partial or whole ownership of a competing grant Awardee entity.
- c. An Awardee 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):

AFFIRMATIVE ACTION AND EQUAL OPPORTUNITY STATEMENT

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

Awardee will ensure that equal employment opportunity is afforded to such employees 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, Awardee will further ensure that any subcontractors contracting with Awardee will sign an identical Affirmative Action and Equal Opportunity Statement. Awardee represents and warrants that it will not subcontract with any third-party that refuses to sign such a Statement.

Submitted on behalf of Awardee:

Authorized Signature:

Name and Title (printed):

Date:


KELLY HERRERA - Interim Business Admin
Township Clerk
8/13/26

II. Organizational Conflicts of Interest

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

All Awardees 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 Awardee'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

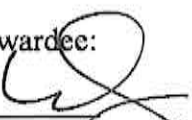
The Awardee warrants that, to the best of its knowledge and belief, and except as otherwise disclosed, there are no relevant facts or circumstances which could give rise to individual or organizational conflicts of interest. The Awardee agrees that if, after award, a conflict of interest is discovered, 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 Awardee 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 Awardee:

Authorized Signature:

Name and Title (printed):

Date: 8/13/20


Kelly B. Herrera - Interim Business Admin/ Clerk

[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.**

**AWARDEE UNDERSTANDS AND ACKNOWLEDGES THAT THIS RELEASE AND WAIVER IS
AN EXPRESS CONDITION OF THE TRUST'S ACCEPTANCE, REVIEW AND
CONSIDERATION OF AWARDEE 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 Awardee, the Awardee hereto has caused this Release to be executed as
of the date set forth below.

Awardee:

By (sign):

Name (print):

Title:

Dated:


KELLY G. HEMA
Interim BA/clock
8/13/26

Subscribed and sworn before me
this _____ day of _____ 2026

Notary Public of New Jersey

Print Name



Ocean Wind Pro-NJ Grantor Trust

INTERIM GRANT REPORT

I. Instructions

This report is required from all grantees who have received an Ocean Wind Pro-NJ Grantor Trust Grant. You are required to provide a response to the questions below. The Interim Grant Report must be submitted to the Trust Manager, Florio Perrucci Steinhardt Cappelli Tipton & Taylor LLC, in electronic format at spowell@floriolaw.com and fpriano@floriolaw.com. Interim Grant Reports are due thirty (30) days before the second requested disbursement of funds. Incomplete Interim Grant Reports may result in a delay of funding.

II. Organization & Contact Information

Please provide the following:

- Legal Name of Grantee Organization
- Award Date
- Grant Amount
- Grant funds expended-to-date
- Balance-on-hand
- Contact person for this grant
- Telephone Number of contact person
- Email of contact Person

III. Report Questions

Please respond to the following questions. Photos or additional supporting documentation may accompany the Report, and for proof of expenditures and purchases related to your project, supporting documentation must accompany the Report.

1. Briefly describe the project for which your organization was funded. Include project goals outlined in the formal grant application and whether or not these specific goals were met. If not yet met, please describe why and provide an anticipated completion date.
2. Describe any significant barriers to achieving project goals. Include how these challenges were addressed and resulting outcome(s).
3. Highlight the ways in which this grant specifically, resulted in larger organizational or programmatic outcomes within the Offshore Wind Industry ("Industry"). For example, the grant allowed the organization to be more competitive in the Industry; helped attract new funding related to the Industry; created new partnerships and increased collaborations with other organizations in the Industry.

4. Story of impact: Provide a short description of how the funded project has impacted the Industry to date, or otherwise made a difference to your company related to the Industry.**

5. Describe lessons learned from receipt of the Notification of Grant Award through submission of the Interim Grant Report. Include challenges, how those challenges were addressed and resulting outcome.

6. Describe any anticipated challenges as you continue with the project and ways you intend to address them.

7. List specific next steps the organization will take to build on completed work on the project to date.

8. Please provide a specific and detailed breakdown of grant funds expended to date (amount, what they were used on, and proof of expenditure/receipts for purchases), and a revised budget, if necessary.

**Please note that stories of impact may be shared by the Pro-NJ Grantor Trust through any of its communications including but not limited to the web, newsletters or social media. By sharing a story of impact and/or digital photos, you acknowledge that any and all material you are providing has been obtained with appropriate signed media releases and may be shared with the public.

IV. Certification

Being duly authorized to make this certification, I declare under penalty of perjury that the information contained in this Interim Grant Report and supporting documentation is true and correct in all respect. I verify that I have reviewed the grant guidelines and requirements in the Grant Award Agreement and state that my company has used all Grant funds to date in a manner that complies with the terms of the Grant Award Agreement. I will provide this Interim Grant Report at least thirty days in advance of the next funding disbursement, and, if necessary, I will provide a revised disbursement schedule and budget.

Signature: _____

Name: _____

Title: _____

Date: _____

Subscribed and sworn before me

this _____ day of _____ 202__

Notary Public of New Jersey

Print Name