

SECOND AMENDMENT TO THE
COMMUNITY DEVELOPMENT BLOCK GRANT
DISASTER RECOVERY
MEMORANDUM OF UNDERSTANDING

THIS SECOND AMENDMENT TO the Community Development Block Grant Disaster Recovery Memorandum of Understanding effective May 6, 2015 (the “MOU”) is made and entered into 11/27/2015 and is effective as of 11/27/2015 (the “Second Amendment”) among the Housing Trust Fund Corporation (“Grantee” or “HTFC”), and the New York State Department of Environmental Conservation (the “Agency”), an administrative agency of the State of New York, and the New York State Environmental Facilities Corporation (the “Corporation”), a public benefit corporation of the State of New York. The foregoing Grantee, Agency and Corporation shall sometimes be referred to herein individually as a “Party” and collectively as the “Parties.”

WHEREAS, the Grantee, the Agency and the Corporation entered into the MOU, the terms of which govern the use of funds from the State of New York’s Community Development Block Grant-Disaster Recovery (“CDBG-DR”) program to provide grant funding in support of the State of New York’s recovery efforts following Hurricane Irene, Tropical Storm Lee, and Superstorm Sandy; and

WHEREAS, the Grantee, the Agency and the Corporation entered into a First Amendment to the MOU, entered into on September 8, 2015, and made effective September 9, 2015, to incorporate additional projects proposed to be funded in part by CDBG-DR funds and to provide for the payment of administrative expenses; and

WHEREAS, the Grantee, the Agency and the Corporation now desire to enter into this Second Amendment to incorporate an additional project proposed to be funded in part by CDBG-DR funds.

NOW THEREFORE, pursuant to and in consideration of the above, and other mutual covenants and obligations herein contained, it is

STIPULATED AND AGREED as follows:

1. The first sentence of Section IV of the MOU is hereby deleted and replaced with the following sentence:

“It is expressly agreed and understood that the total amount to be paid by the Grantee under this MOU shall not exceed \$18,674,166.00 (“Grant Funds”).

2. EXHIBIT A of the MOU is hereby amended by adding the following additional project:

Project 8. Belgrave Water Pollution Control District Outfall Project.

This project will replace the outfall at the Belgrave Water Pollution Control District and install a new pumping station to provide for infrastructure resiliency as more fully described in the environmental review dated July 7, 2015 and amended on July 30, 2015 and on October 19, 2015, as may be revised from time to time, which is hereby incorporated by reference.

3. EXHIBIT B of the MOU is hereby amended by adding the following additional project budgets:

Project 8. Belgrave Water Pollution Control District Outfall Project.

The commitment of CDBG-DR funding for this project is budgeted at a maximum of and shall not exceed \$2,909,916.00. The total budget for this project, including both CDBG-DR funding and other sources is \$11,639,667.00. The Agency shall be required to submit a detailed budget for approval prior to the expenditure of any funding pursuant to this MOU. All requests for CDBG-DR reimbursement pursuant to this MOU must comply with all CDBG-DR requirements.

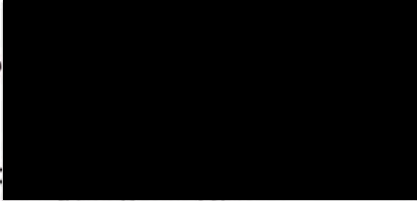
The following constitutes estimates, which shall be reconciled against the detailed budget referenced in the immediately preceding paragraph, for each component of the work under Project 8. CDBG-DR funding shall be utilized to fund construction activities only. In no event shall CDBG-DR compensation for this project exceed \$2,909,916.00.

Project: Belgrave	Local Bond/Other	SRF - EPA	CDBG-DR
Design/Engineering		\$555,000.00	
Construction Costs		\$8,099,751.00	\$2,909,916.00
Other Costs		\$75,000.00	
Sub Total		\$8,729,751.00	\$2,909,916.00
Total Cost			\$11,639,667.00

4. All other terms and conditions of the MOU are hereby continued in full force and effect as though set forth herein.

IN WITNESS WHEREOF, this Second Amendment has been executed by a duly authorized representative of the parties.

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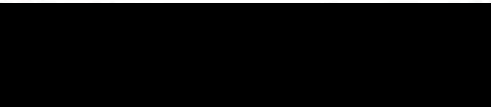


By:

Name: Lisa Bova-Hiatt

Title: ~~Interim~~ Executive Director of Governor's
Office of Storm Recovery

**New York State Department of Environmental
Conservation**



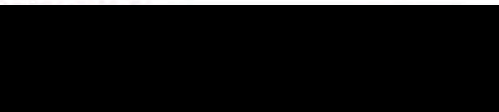
By:

Name: Nancy

Title: Director

Division of Management & Budget Services

**New York State Environmental Facilities
Corporation**



By:

Name: Sabrina M. Ty

Title: President and Chief Executive Officer

This MOU Amendment has been approved by Grantee's Counsel as to form and its Treasurer as to fiscal sufficiency.