

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

THIS THIRD AMENDMENT TO the Community Development Block Grant Disaster Recovery Memorandum of Understanding effective May 6, 2015 ( the "MOU") is made and entered into ~~June 23, 2016~~ and is effective as of ~~June 23, 2016~~ (the "Third 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 entered into a Second Amendment to the MOU, entered into on November 27, 2015, and made effective November 27, 2015, to incorporate additional project proposed to be funded in part by CDBG-DR funds; and

WHEREAS, the Grantee, the Agency and the Corporation now desire to enter into this Third Amendment to incorporate additional project proposed to be funded in part by CDBG-DR funds, remove reimbursement for administrative costs and to eliminate a project for which the funding application has been withdrawn.

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 \$29,790,133.00 ("Grant Funds")."

2. EXHIBIT A of the MOU is hereby amended by striking Project 2 “Village of Ocean Beach Wastewater Treatment Plant Upgrades” in its entirety and replacing it with the following:

Project 2. RESERVED.

3. EXHIBIT B of the MOU is hereby amended by striking Project 2 “Village of Ocean Beach Wastewater Treatment Plant Upgrades” in its entirety and replacing it with the following:

Project 2. RESERVED.

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

Project 9. Town of Highlands Wastewater Treatment Plant Upgrades Project.

This project will upgrade and renovate the existing wastewater treatment plant located at 68 Mine Dock Road in the Town of Highlands, New York, as more fully described in the environmental review dated July 17, 2015, as may be revised from time to time, which is hereby incorporated by reference.

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

Project 9. Town of Highlands Wastewater Treatment Plant Upgrades Project.

The commitment of CDBG-DR funding for this project is budgeted at a maximum of and shall not exceed \$707,800.00. The total budget for this project, including both CDBG-DR funding and other sources is \$2,831,200.00. 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 9. CDBG-DR funding shall be utilized to fund construction activities only. In no event shall CDBG-DR compensation for this project exceed \$707,800.00.

| Project: Highlands | Local Bond/Other | SRF - EPA      | CDBG-DR         |
|--------------------|------------------|----------------|-----------------|
| Design/Engineering | -                | \$260,000.00   | -               |
| Construction Costs | -                | \$1,782,910.80 | \$707,800.00    |
| Other Costs        | -                | \$80,489.20    | -               |
| Sub Total          | -                | \$2,123,400.00 | \$707,800.00    |
| Total Cost         |                  |                | \$ 2,831,200.00 |

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

Project 10. Bergen Point Wastewater Treatment Plant Outfall Replacement Project.

This project will replace the existing outfall to the Bergen Point wastewater treatment plant located at 600 Bergen Avenue, West Babylon, New York, as more fully described in the environmental review dated December 3, 2015, as may be revised from time to time, which is hereby incorporated by reference.

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

Project 10. Bergen Point Wastewater Treatment Plant Outfall Replacement Project.

The commitment of CDBG-DR funding for this project is budgeted at a maximum of and shall not exceed \$22,621,093.00. The CDBG-DR contribution will not exceed \$22,621,093.00 to ensure that costs for projects benefitting low and moderate income families and communities are paid for with CDBG-DR funds. The total budget for this project, including both CDBG-DR funding and other sources is \$210,065,506.00. 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 10. CDBG-DR funding shall be utilized to fund construction activities only. In no event shall CDBG-DR compensation for this project exceed \$22,621,093.00.

| Project: Bergen Point Outfall | Local Bond/Other | SRF - EPA        | CDBG-DR          |
|-------------------------------|------------------|------------------|------------------|
| Design/Engineering            | \$3,700,000.00   | \$13,328,825.00  | -                |
| Construction Costs            | -                | \$170,187,888.00 | \$22,621,093.00  |
| Other Costs                   | -                | \$227,700.00     | -                |
| Sub Total                     | \$3,700,000.00   | \$183,744,413.00 | \$22,621,093.00  |
| Total Cost                    |                  |                  | \$210,065,506.00 |

8. Paragraph H of Section IX, set forth in the First Amendment to the MOU is hereby deleted in its entirety.

9. 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 Third Amendment has been executed by a duly authorized representative of the parties.

By: 

Name: Lisa Bova-Hiatt  
Title: 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.