

FIRST AMENDMENT  
TO  
COMMUNITY DEVELOPMENT BLOCK GRANT  
DISASTER RECOVERY  
SUBRECIPIENT AGREEMENT

THIS FIRST AMENDMENT TO the Community Development Block Grant Disaster Recovery Subrecipient Agreement dated April 1, 2013 is made and entered into October 14, 2015 and is effective as of April 1, 2015 (the “First Amendment”) by and between the Housing Trust Fund Corporation, operating by and through its division, the Governor’s Office of Storm Recovery (“GOSR”), (collectively referred to herein as the “Grantee”) and Community Development and Disaster Relief Corporation (“Subrecipient”). The foregoing Grantee and Subrecipient shall sometimes be referred to herein individually as a “Party” and collectively as the “Parties.”

WHEREAS, pursuant to the Robert T. Stafford Disaster Relief and Emergency Assistance Act of 1979 (42 U.S.C. 5121 et seq.), portions of the State of New York (“State”) received major disaster declarations as a result of Hurricane Sandy, Hurricane Irene, Tropical Storm Lee and other eligible events in calendar years 2011, 2012, and 2013; and

WHEREAS, pursuant to the Disaster Relief Appropriations Act, 2013 (Public Law 113-2, approved January 29, 2013), as amended (“Act”), Congress appropriated \$16,000,000,000 for the Community Development Block Grant Disaster Recovery (“CDBG-DR”) program; and

WHEREAS, pursuant to the CDBG-DR Grant Program and Federal Register Notice (79 Fed. Reg. 62,182), entitled *Third Allocation, Waivers and Alternative Requirements for Grantees Receiving Community Development Block Grant Disaster Recovery (“CDBG-DR”) Funds in Response to Hurricane Sandy* (as amended), the State has received a third allocation of CDBG-DR funds from HUD in the amount of \$605,922,000 (of which \$185,000,000 has been allocated towards the proposals developed through the Rebuild by Design competition); and

WHEREAS, pursuant to title I of the Housing and Community Development Act of 1974 (42 U.S.C. 5301 et seq.) (“HCD Act”), as amended, the Grantee is authorized to administer and distribute CDBG funds in the State; and

WHEREAS, Grantee and Subrecipient entered into a Community Development Block Grant Disaster Recovery Subrecipient Agreement on April 1, 2013 (the “Agreement”), the terms of which govern Subrecipient’s receipt of funds from the State of New York’s Community Development Block Grant-Disaster Recovery program to provide certain services in support of the State of New York’s recovery efforts following Hurricane Irene, Tropical Storm Lee, and Hurricane Sandy (“Storms”); and

WHEREAS, Grantee and Subrecipient desire to amend the Agreement by means of this First Amendment in order to supplement the scope of work and extend the period of performance;

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 II of the Agreement, entitled "TERM," is hereby deleted in its entirety and replaced with the following: "The period of performance for all activities (with the exception of those activities required for the close out and final audit) assisted pursuant to this Agreement shall commence as of the effective date of this Agreement, and shall end on September 1, 2017."
2. Schedule A of the Agreement, entitled "Scope of Work," is hereby supplemented by a new Schedule A1, entitled "Scope of Work, Long Island Housing Partnership, Inc. (LIHP) Sandy Storm Recovery Project for Affordable Homes," and reads as follows:

#### **SCHEDULE A1**

##### **Scope of Work**

Long Island Housing Partnership, Inc. ("LIHP") Sandy Storm Recovery Project for Affordable Homes

##### **Project:**

Rehabilitation and re-distribution of Sandy-damaged homes currently owned by NY Rising to LIHP for re-sale to eligible low- and moderate-income ("LMI") families.

##### **Scope:**

Under an existing NY Rising contract, LIHP will inspect, assess, and inventory homes suitable for rehabilitation and re-sale to LMI families using an Affirmatively Furthering Fair Housing ("AFFH") marketing plan.

- LIHP will develop a plan and program to facilitate transfer of NY Rising owned storm-damaged properties to LIHP subject to Board approval prior to any property transfer.
- After a list of potential sites has been received, initial inspections will be conducted by LIHP staff followed by a thorough Engineer's Report and title reviews.
- Findings from the inspections and the Engineer's Report will be reviewed as part of an affordability analysis.
- LIHP will coordinate the activities of architectural and engineering firms solicited to provide cost estimates, rehabilitation scope of work, environmental reviews, lead based paint assessments, and rehabilitation inspections. LIHP will solicit these firms through a Request for Proposal process that includes outreach to Minority and Women Owned Businesses.
- Homes/properties will be renovated to meet all applicable codes and flood insurance standards.

- Homes will be energy efficient and low-maintenance which will reduce future costs to the greatest extent possible.
- LIHP will provide income eligibility screening for potential buyers/renters.
- LIHP will offer housing/home buyer education and counseling.
- LIHP may propose to utilize a Community Land Trust model to acquire the property thereby further reducing end purchase costs in order to maintain affordability.
- LIHP will seek all available funding to subsidize the sales price.
- Working with community partners and fair housing advocates, LIHP will implement an AFFH marketing plan that includes extensive community outreach to income-eligible racial and ethnic minorities.
- LIHP will discuss PILOTs/exemptions with local municipalities.

3. Except as specifically modified herein, all terms and conditions in the Agreement will remain the same, continue in full force and effect, and apply to this First Amendment.

IN WITNESS WHEREOF, the parties executed this First Amendment on the day and year first above written.

**Community Development and  
Disaster Relief Corporation**

By: 

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**Housing Trust Fund Corporation**



Name: Lisa Bova-Hiatt  
Title: Interim Executive Director,  
Governor's Office of Storm  
Recovery  
Date: 10/14/15