

SECOND AMENDMENT
TO
COMMUNITY DEVELOPMENT BLOCK GRANT
DISASTER RECOVERY
SUBRECIPIENT AGREEMENT

THIS SECOND AMENDMENT to the Community Development Block Grant Disaster Recovery Subrecipient Agreement dated December 17, 2014 is made and entered into December 14, 2015 (the "Second Amendment") and is effective as of the date hereof (the "Effective Date"), 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 the Town of Babylon, a municipal corporation ("Subrecipient"). The foregoing Grantee and Subrecipient shall sometimes be referred to herein individually as a "Party" and collectively as the "Parties."

WHEREAS, Grantee and Subrecipient entered into a Community Development Block Grant Disaster Recovery Subrecipient Agreement on December 17, 2014 (the "SRA" and, as amended by the First Amendment (as defined herein), referred to herein as 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 ("CDBG-DR") program to provide certain services in support of the State of New York's recovery efforts following Hurricane Sandy and other eligible events in calendar years 2011, 2012, and 2013; and

WHEREAS, Grantee and Subrecipient entered into a first amendment to the SRA to provide additional funding and disaster recovery support, dated November 4, 2015 (the "First Amendment"); and

WHEREAS, pursuant to the Agreement, the Parties desire to enter into this Second Amendment to assist Subrecipient with the costs associated with the disaster recovery project described herein; and

WHEREAS, Subrecipient has demonstrated an immediate need for \$1,869,910.00 of CDBG-DR funds in order to implement the project.

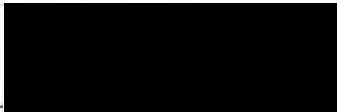
NOW THEREFORE, pursuant to and in consideration of the above, and other mutual covenants and obligations herein contained, it is

STIPULATED AND AGREED as follows:

1. The amount of the Grant Funds, currently set at \$175,248.96 under Section IV of the Agreement, is hereby increased by \$1,869,910.00 to a total amount not to exceed \$2,045,158.96.
2. Exhibit A2 to this Second Amendment is hereby appended to Exhibit A of the Agreement.
3. Exhibit B2 to this Second Amendment is hereby appended to Exhibit B of the Agreement.

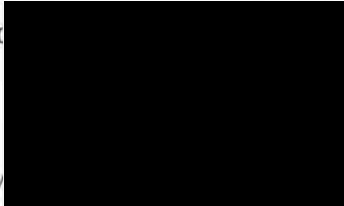
IN WITNESS WHEREOF, the parties executed this Second Amendment on the day and year first above written.

Town of Babylon



By: _____
Name: Rich Schaffer
Title: Supervisor

Honorable [Redacted] Corporation



By: _____
Name: Lisa Bova-Hiatt
Title: ~~Interim~~ Executive Director
Governor's Office of Storm Recovery

EXHIBIT A2
Second Amendment Subrecipient Program Description

Engineering Work for Village of Babylon/West Gilgo to Captree Emergency Fixed Generators

As described in its project application submitted to GOSR on October 9, 2015, the Town of Babylon will complete four phases of engineering services: 1) preparation of funding application materials, 2) preparation of contract document, 3) provision of bid and award services, and 4) construction administration services necessary for the installation of six, permanent emergency generators at critical community facilities within the Village of Babylon and the West Gilgo to Captree NY Rising Community Reconstruction Planning areas.

The deliverables for Phase 1 will include field surveys, one-line diagrams, generator sizing, design criteria and cost estimates. Deliverables for Phase 2 will include engineering drawings and specifications, three design submissions, completed applications (permits) from the Suffolk County Department of Health Services, coordination with utilities and environmental permits. Deliverables for Phase 3 will include a public notice and the selection of the lowest responsible bidder. Deliverables for Phase 4 will include equipment procurement, installation and testing. Deliverables will also include, but may not be limited to any and all electronic files containing drawings, applications, permits, warranties and operating instructions.

No property acquisition or construction activities are authorized at this time for this project.

Engineering Work for the Copiague American Venice Bridges

As described in its project application submitted to GOSR on October 13, 2015, the Town of Babylon will complete four phases of engineering services: 1) surveys and mapping, bridge inspection and hydraulic analysis, 2) soils investigation, bridge recommendation and permitting, 3) design plans, contract bidding and design services, and 4) construction administration prior to the start of construction, as will be required for the reconstruction of two American Venice Bridges on East/West Riviera Drive, over the Santa Barbara Canal in the Hamlet of Copiague, within the Village of Amityville/Copiague NY Rising Community Reconstruction Planning area.

The deliverables for Phase 1 will include one or more reports on survey and mapping, bridge inspection and hydraulic analysis. Deliverables for Phase 2 will include one or more reports on soils investigation, bridge planning recommendation, public outreach, utility coordination and environmental permitting. Deliverables for Phase 3 will include progress plans, advance plans and final design plans. Phase 4 deliverables will include one or more reports on construction administration. Deliverables will also include, but may not be limited to any and all electronic files containing drawings, applications, permits, warranties and operating instructions.

No property acquisition or construction activities are authorized at this time for this project.

Engineering Work for Carlls River Tributary Watershed Project

As described in its project application submitted to GOSR on October 9, 2015, the Town of Babylon will complete engineering services necessary to reduce flooding and damage to the Carlls River Watershed. The engineering work will consist of an assessment of the current condition of the Carlls River watershed via analysis, prioritization and evaluation of the watershed and proposed infrastructure improvements in the watershed. The engineering work will provide recommendations of specific flood management and/or mitigation improvements (as well as water quality protection measures) at seven control or chokepoints in the watershed.

The deliverables for the engineering work for this project will include a hydrologic and hydraulic analysis of the Carlls River tributary watershed, which will include preparation of surveys, conducting feasibility studies, providing descriptions, prioritizations and evaluations of specific infrastructure improvements and/or potential alternative improvements. Deliverables will also include any and all electronic files containing drawings, applications, permits, warranties, operating instructions, etc.

No property acquisition or construction activities are authorized at this time for this project.

Engineering Work for Amityville Waterfront Resiliency Improvements Project

As described in its project application submitted to GOSR on October 9, 2015, the Town of Babylon will complete engineering and design work on a project to repair, replace or reconstruct approximately 2,000 linear feet of public bulkheading within the Village of Amityville.

The deliverables for this project will include one or more reports that include an assessment of all public bulkheads within the Village followed by a determination of which bulkheads are in need of improvements to minimize damage and wave overtopping from future storms as well as the design of the improvements. Deliverables will also include any and all electronic files containing drawings, applications, permits, warranties, operating instructions, etc.

No property acquisition or construction activities are authorized at this time for this project.

EXHIBIT B2
Second Amendment Budget

Budget for Engineering Work for Village of Babylon/West Gilgo to Captree Emergency Fixed Generators

Field Surveys, Project Design and Engineering, Permitting Costs, and Equipment Procurement, Installation and Testing	\$ 78,500.00
TOTAL	\$ 78,500.00

Project Delivery and Administrative Costs

Project Delivery and Administrative Costs	\$ 51,250.00
TOTAL	\$ 51,250.00

Total Engineering Work Budget: \$129,750.00

Budget for Engineering Work for Copiague American Venice Bridges

Field Surveys and Mapping, Bridge Inspection and Hydraulic Analysis, Soils Investigation, Bridge Planning Recommendations, Interim and Final Project Design, Public Outreach, Permitting Costs, Construction Administration	\$ 897,809.00
TOTAL	\$ 897,809.00

Project Delivery and Administrative Costs

Project Delivery and Administrative Costs	\$ 326,151.00
TOTAL	\$ 326,151.00

Total Engineering Work Budget: \$1,223,960.00

Budget for Engineering Work for Village of Babylon/West Babylon Carlls River Tributary/Watershed Project

Engineering Study including Hydrologic and Hydraulic Analysis	\$ 350,000.00
TOTAL	\$ 350,000.00

Project Delivery and Administrative Costs

Project Delivery Costs	\$ 17,500.00
TOTAL	\$ 17,500.00

Total Engineering Work Budget: \$367,500.00

**Budget for Engineering and Design Work for Amityville Waterfront Resiliency
Improvements Project**

Engineering Study and Design	\$ 142,000.00
TOTAL	\$ 142,000.00

Project Delivery and Administrative Costs

Project Delivery Costs	\$ 6,700.00
TOTAL	\$ 6,700.00

Total Engineering and Design Work Budget: \$148,700.00

TOTAL AMENDMENT BUDGET: \$1,869,910.00