

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 May 25<sup>th</sup> 2014 is made and entered into the 5<sup>th</sup> day of May, 2016 (the "First Amendment") and is effective as of the 5<sup>th</sup> day of May, 2016 (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 New England Interstate Water Pollution Control Commission ("NEIWPCC" or "Subrecipient"), a not-for-profit interstate agency established by an Act of Congress in 1947 and comprised of member states of Connecticut, Rhode Island, Massachusetts, Vermont, Maine, New Hampshire. 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 May 25<sup>th</sup> 2014 (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, pursuant to the Agreement, the Parties desire to enter into this First Amendment to revise the budget and term of the Agreement and update applicable legal citations; and

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. As of December 26, 2014, all references in the Agreement to 24 CFR 84 or 85 (or any subsection thereof), or OMB Circulars A-87, A-122, A-21 or A-133 are hereby deleted and replaced with a reference to 2 CFR Part 200, wherever they appear.
2. The term end date of September 30, 2016, stated in Section II of the Agreement, is hereby replaced with the date September 30, 2019.
3. The amount of the Grant Funds, currently set at \$7,515,120.00 under Section IV of the Agreement, is hereby decreased by \$249,382.00 to a total amount not to exceed \$7,265,738.00.
4. The first sentence of Section V(b) of the Agreement is hereby amended by deleting the word "sworn" between the words "a" and "statement."

5. Section VIII(E) of the Agreement is hereby struck and replaced with the following:

Subrecipient shall carry sufficient insurance coverage and bonding from insurers licensed to conduct business in New York State to protect all contract assets from loss due to any cause, including but not limited to theft, fraud, and/or physical damage. New York State and the New York State Housing Trust Fund Corporation shall be named as additional insureds on all such insurance. Subrecipient shall meet all other insurance requirements as Grantee may impose from time to time. In addition, all insurance carriers and bonding companies shall meet minimum size and financial stability/financial rating requirements as may be imposed by Grantee from time to time. Certificates of insurance shall be provided to Grantee and full and complete copies of the policies and/or bonds shall be provided to Grantee upon its request for same.

Notwithstanding the above, for construction or facility improvement performed by Subrecipient, Subrecipient shall, at a minimum, comply with the bonding requirements at 2 CFR Part 200.

6. The first sentence of Section IX(B)(2) of the Agreement is hereby amended by replacing the words "five (5) years" with the words "six (6) years," and by replacing all references to "five-year period" with "six-year period" in such Section.
7. The first sentence of Section IX(B)(3) of the Agreement is hereby struck and replaced with the following: "Subrecipient shall maintain data for efforts provided as required by Grantee."
8. The first sentence of Section IX(E)(1) of the Agreement is hereby amended by adding at the beginning of the paragraph the sentence "Subrecipient shall not enter into any contract for goods or services with any entity without the written consent of Grantee prior to the execution of such contract."
9. Section XI(A) of the Agreement is hereby amended by adding a new subsection, Section XI(A)(5), "Certifications," following Section XI(A)(4). Section XI(A)(5) shall read:

The Subrecipient hereby agrees it shall:

- (1) prohibit the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in nonviolent civil rights demonstrations; and
  - (2) enforce applicable State and local laws against physically barring entrance to or exit from a facility or location that is the subject of such nonviolent civil rights demonstrations within its jurisdiction.
10. In Section XI(B)(2)(b) of the Agreement, the words "ten percent (10%)" are hereby deleted and replaced with the words "fifteen percent (15%)" wherever they appear.

11. In the first paragraph of Section XI(B)(2)(b) of the Agreement, the following sentence is hereby added between the third and fourth sentences:

Notwithstanding the foregoing goals, should the State of New York change such goals, Subrecipient and its contractors and their subcontractors (at all tiers) shall continuously make good-faith efforts to achieve the M/WBE goals in effect at any given time during the performance of this Agreement and their contract(s), respectively.

12. Exhibit B1 to this First Amendment is hereby appended to Exhibit B of the Agreement.

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

New England Interstate Water Pollution  
Control Commission

By: \_\_\_\_\_  
Name:  
Title:



Housing Trust Fund Corporation

By: \_\_\_\_\_  
Name: Lisa Bova-Hiatt  
Title: Executive Director  
Governor's Office of Storm Recovery



**EXHIBIT B1**

**First Amendment Budget**

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NERWPC												
NYS DEC Sandy Storm Recovery												
June 1, 2014 - September 30, 2017												
Draft Budget												
March 27, 2014												
revised May 4, 2014												
Amended August 20, 2015, Further Amended February 24, 2016, revised March 18, 2016												
Part A - Project Budget												
Expenditures are subject to the availability of MFPC funds. MFPC will pay NERWPC the full budgeted amount detailed below by May 1, 2014.												
Annual expenditures are estimated, not to exceed the total specified in Article 2 of this contract.												
<p>Note 1: Under the new Uniform Administrative Requirements, Cost Principles, and Audit Requirements issued by the OMB on December 26, 2014, all Federal Agencies and pass-through entities will have to accept a non-federal entity's negotiated indirect cost rate. NERWPC's negotiated cost rate increased to 15% effective 10/1/15 for Fiscal Year 2015. Future fiscal year indirect cost rates will be approved annually and adjusted in the budget accordingly.</p> <p>Note 2: The amended fringe rate in this budget is a hybrid rate to cover fluctuations in the rate over a fiscal year, especially for new hires. The funds charged to the project are the actual fringe benefit rates, calculated each calendar year. The rate is for budgeting only.</p>												
			6/1/14 - 9/30/14	10/1/14 - 9/30/15	10/1/15 - 9/30/16	10/1/15 - 9/30/16	10/1/16 - 9/30/17	10/1/16 - 9/30/17	10/1/17 - 9/30/18	10/1/17 - 9/30/18	10/1/18 - 9/30/19	10/1/18 - 9/30/19
			First 4 months	Year 1	Year 2	Year 2	Year 3	Year 3	Year 4	Year 4	Year 5	Year 5
Category 1: Personnel Services:												
Personnel (**Top of Pay Scale)	Start Date											
		Budgeted		Actual	Budgeted		Budgeted		Budgeted		Budgeted	
<b>Long Island - Region 1</b>												
Environmental Analyst I (Div. of Permits) (1)												
Senior Environmental Engineer (PE, DCW Compliance Permits) (2)												
Environmental Analyst I (Biologist) (Marine) Div. of Fish, Wildlife, & M&R (5)												
Environmental Analyst I (EPS) Div. of Water, Food Protection (16)												
<b>New York City - Region 2</b>												
Environmental Analyst I (Division of Permits) (8)												
Information Officer (Division of Permits) (11)												
Environmental Analyst I (Biologist) (Marine) Div. of Fish, Wildlife, & M&R (13)												
Environmental Analyst I (EPS) Div. of Water (14)												
<b>New York State - Region 3</b>												
Environmental Analyst I (Div. of Water) (15)												
<b>Albany</b>												
Environmental Analyst I (Div. of Permits) (25)												
<b>Albany</b>												
Senior Environmental Engineer (PE DOW Compliance Permits) (16)												
Senior Environmental Engineer (PE DOW Compliance Permits) (17)												
Senior Environmental Engineer (PE DOW Compliance Permits) (18)												
Environmental Analyst II (Research Scientist) Div. of Fish, Wildlife, & M&R (25)												
Environmental Engineer II (Div. of Water, Flood Protection) (20)												
Environmental Engineer II (Div. of Water, Flood Protection) (21)												
Environmental Analyst I (Biologist) Div. of Fish, Wildlife, & M&R (119)												
Environmental Analyst I (EPS) Div. of Water, Flood Protection (22)												
Environmental Analyst I (Biologist) Div. of Fish, Wildlife, & M&R (23)												
Information Officer (Division of Management & Budget Services) (27)												
Assistant Environmental Analyst I (F & W Tech. Div. of Fish, Wildlife, & M&R) (26)												
<b>East Saratoga</b>												
Environmental Analyst I (Biologist) (Marine) Div. of Fish, Wildlife, & M&R (28)												
Environmental Analyst I (Biologist) (Marine) Div. of Fish, Wildlife, & M&R (29)												
<b>Long Island - Region 1</b>												
Environmental Analyst II (Env. Biologist) Div. of Water, Food Protection (7)												
Environmental Engineer I (Div. of Water, Food Protection) (4)												
Assistant Information Officer (Division of Permits) (3)												
<b>New York City - Region 2</b>												
Environmental Engineer II (Div. of Water, Compliance/Permits) (9)												
Environmental Analyst I (Biologist) (Wildlife) Div. of Fish, Wildlife, & M&R (11)												
Environmental Analyst I (Biologist) (Ecology) Div. of Fish, Wildlife, & M&R (12)												
<b>Total NYS State</b>												

	Lowell Personnel
	Program Manager
	Division Director
	Deputy Director
	Environmental Analyst
	Information Officer
	Administrative Support
	<b>Total Lowell Staff</b>
Total Personnel	
Range	Lowell Staff & NY Staff (\$29,411)
Total Range - See Note 2	
Category I Subtotal	
Category II: Nonpersonnel Services	
Travel (based on 2013 expenses)	
	Long Island - Region 1
	Environmental Analyst I (Div. of Permits) (1)
	Senior Environmental Engineer (PE, DOW Compliance Permits) (2)
	Environmental Analyst I (Biologist (Marine) Div. of Fish, Wildlife, & M&T) (5)
	Environmental Analyst I (EPS, Div. of Water, Flood Protection) (6)
	New York City - Region 2
	Environmental Analyst I (Division of Permits) (9)
	Information Officer (Division of Permits) (10)
	Environmental Analyst I (Biologist (Marine) Div. of Fish, Wildlife, & M&T) (13)
	Environmental Analyst I (EPS, Div. of Water) (14)
	New Paltz - Region 3
	Environmental Analyst I (Div. of Water) (15)
	Albany
	Environmental Analyst I (Div. of Permits) (25)
	Albany
	Senior Environmental Engineer (PE, DOW Compliance Permits) (14)
	Senior Environmental Engineer (PE, DOW Compliance Permits) (17)
	Senior Environmental Engineer (PE, DOW Compliance Permits) (18)
	Environmental Analyst III (Research Scientist, Div. of Fish, Wildlife, & M&T) (24)
	Environmental Engineer II (Div. of Water, Flood Protection) (25)
	Environmental Engineer II (Div. of Water, Flood Protection) (21)
	Environmental Analyst I (Biologist, Div. of Fish, Wildlife, & M&T) (19)
	Environmental Analyst I (EPS, Div. of Water, Flood Protection) (22)
	Environmental Analyst I (Biologist, Div. of Fish, Wildlife, & M&T) (23)
	Information Officer (Division of Management & Budget Services) (27)
	Assistant Environmental Analyst (F & W Tech, Div. of Fish, Wildlife, & M&T) (28)
	East Setauket
	Environmental Analyst I (Biologist (Marine) Div. of Fish, Wildlife, & M&T) (23)
	Environmental Analyst I (Biologist (Marine) Div. of Fish, Wildlife, & M&T) (23)
	Long Island - Region 1
	Environmental Analyst II (Env. Geologist, Div. of Water, Flood Protection) (17)
	Environmental Engineer II (Div. of Water, Flood Protection) (4)
	Assistant Information Officer (Division of Permits) (3)
	New York City - Region 2
	Environmental Engineer II (Div. of Water, Compliance Permits) (9)
	Environmental Analyst I (Biologist (Wildlife) Div. of Fish, Wildlife, & M&T) (11)
	Environmental Analyst I (Biologist (Ecology) Div. of Fish, Wildlife, & M&T) (12)
	<b>Total NY Staff</b>
	<b>Lowell Personnel</b>
Supplies	
	Supplies
	Albany (12 computers @ \$4,500)
	East Setauket (2 computers @ \$4,500)
	Long Island (7 computers @ \$4,500)
	New York City (7 computers @ \$4,500)
	New Paltz (1 computer @ \$4,500)

Professional Services	Advertisements (29 positions @ \$2,444)
	Development of Publications
	Web Support, Publications, and Signs
Other/Miscellaneous***	
Category II Subtotal	
Total Direct	
Indirect	
(12.5% of Total Direct)	
(15% of Total Direct-See Note 1)	
Total Project Cost - 2014-2017	
Total 5 Year Budget	
***Other Misc. to include the following:	
Conference & Meetings	
Computer Support/Web Support	
Guest Subscriptions & Publications	
Postage & Mailing	
Professional services	
Printing & Production	
Vehicle Expense	
Telephone	
Other Incidentals	