



Governor's Office of Storm Recovery

**STATE OF NEW YORK
AND THE DORMITORY AUTHORITY OF
THE STATE OF NEW YORK (DASNY)**

**NY STATE
CDBG-DISASTER RECOVERY PROGRAM**

**APPLICATION FOR FUNDING
LOCAL EMERGENCY CENTER PERMANENT GENERATOR /
LINDENHURST RAINBOW SENIOR CENTER**

AUGUST 2017

PREPARED BY

**HUNT, GUILLOT, & ASSOCIATES, LLC
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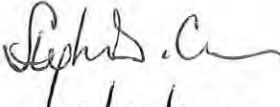
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**SUBRECIPIENT
General Description Form**

Place a check mark in the appropriate box: ☒ Original Application ☐ Amended Application

Subrecipient Name, Address, and Phone Number: Dormitory Authority of the State of New York (DASNY) 515 Broadway Albany, NY 12207 (518) 257-3000 (main) (877) 799-7916 (fax)	Project Name: Local Emergency Center Permanent Generator / Lindenhurst Rainbow Senior Center IMP.S.018a Project Address: Lindenhurst Rainbow Senior Center – 293 Buffalo Avenue, Lindenhurst, NY, 11757
Subrecipient's Contact Person Name, Address, Phone Number, Email Address, DUNS Number, and SAM CAGE Code Number. Steve Nissen 515 Broadway Albany, NY 12207 (518) 257-3000 (office) (877) 799-7916 (fax) Email: SNissen@dasny.org DUNS Number: 071088736 SAMS CAGE code: 6GWQ2	Name, Address, Phone Number and Email Address of HGA Administrative Consultant: (if applicable) Bonnie Lafont CDBG Subject Matter Expert HGA 500 Bi-County Blvd., Suite 300 Farmingdale, NY 11735 Phone: (985) 438-0336 Email: blafont@hga-llc.com Name, Address, Phone Number and Email Address of GOSR Project Manager: Kaitlin Giannakos Senior Program Manager NY Rising Community Reconstruction Program 500 Bi-County Blvd, Suite 300 Farmingdale, NY 11735 (631) 396-0431 Kaitlin.Giannakos@stormrecovery.ny.gov
Name, Address, Phone Number and Email Address of Architectural/Engineering Firm: Ernest V. Iannucci, P.E. LEED AMP. H2M architects + engineers 538 Broad Hollow Road, 4th Floor East Melville, NY 11747 (631) 392-5261 eiannucci@h2m.com	National Objective to be Addressed (check one). _____ Activities Benefiting Low/Moderate Income Persons _____ Prevention/Elimination of Slums or Blight <u> X </u> Urgent Need _____ Not Applicable—Planning

Project Funds	Amount	Source and Status of Funds
CDBG-DR	\$522,500.00	CDBG-DR
Local Funds	\$0.00	
Private Funds	\$0.00	
Other State Funds	\$0.00	
Federal Funds (non-CDBG-DR)	\$0.00	
Other Funds	\$0.00	
TOTAL FUNDS	\$522,500.00	
Signature (Subrecipient Authorizing Official) and Date Signed  Date: <u>8/30/2017</u>		Typed Name/Title (Subrecipient Authorizing Official) Stephen D. Curro, PE Managing Director, Construction

The budget has increased by \$222,500.00 from the pre-application to the application. This represents an increase of \$175,000.00 for design and \$47,500.00 for Project Delivery Costs.

APPLICANT
General Description Form

Place a check mark in the appropriate box: ☒ Original Application ☐ Amended Application

Applicant Name, Address, Phone and Fax Nos.: Village of Lindenhurst 430 S. Wellwood Ave. Lindenhurst, NY 11757 (631) 957-7500	Project Name: Local Emergency Center Permanent Generator / Lindenhurst Rainbow Senior Center IMP.S.018 Project Address: Lindenhurst Rainbow Senior Center - 293 Buffalo Avenue, Lindenhurst, NY, 11757
Applicant's Contact Person Name, Address, Phone Number, Email Address, DUNS Number, and SAM CAGE Code Number. Michael Lavorata, Mayor Village of Lindenhurst 430 S. Wellwood Ave. Lindenhurst, NY 11757 (631) 957-7500 mayor@villageoflindenhurstny.gov DUNS Number: 056444052 SAMS-CAGE Code: 5HS73	Name, Address, Phone Number and Email Address of HGA Administrative Consultant: (if applicable) Bonnie Lafont CDBG Subject Matter Expert HGA 500 Bi-County Blvd., Suite 300 Farmingdale, NY 11735 Phone: (985) 438-0336 Email: blafont@hga-llc.com Name, Address, Phone Number and Email Address of GOSR Project Manager: Kaitlin Giannakos Senior Program Manager NY Rising Community Reconstruction Program 500 Bi-County Blvd, Suite 300 Farmingdale, NY 11735 (631) 396-0431 Kaitlin.Giannakos@stormrecovery.ny.gov
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Other Funds	\$0.00	
TOTAL FUNDS	\$522,500.00	
Signature (Applicant Authorizing Official) and Date Signed Date: _____		Typed Name/Title (Applicant Authorizing Official) Michael Lavorata, Mayor Village of Lindenhurst

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SUPPLEMENTAL INFORMATION

Project Name: Local Emergency Center Permanent Generator / Lindenhurst Rainbow Senior Center

1. Identify the name, telephone and District # of the State Senator(s) representing your jurisdiction:

Name:	Senate District #:
<u>NYS Senator Phil Boyle</u>	<u>(631) 665-2311</u>
	<u>District No. 4</u>

2. Identify the name, telephone number, and District # of the State Representative(s) representing your jurisdiction:

Name:	Representative District #:
<u>NYS Assemblymember Kimberly Jean-Pierre</u>	<u>(631) 957-2087</u>
	<u>District No. 11</u>

3. Identify the U.S. Congressman representing your jurisdiction and congressional district number.

Name:	Congressional District #:
<u>U.S. Senator Charles E. Schumer</u>	<u>New York State</u>
<u>U.S. Senator Kirsten Gillibrand</u>	<u>New York State</u>
<u>U.S. Representative Peter King</u>	<u>District No. 2</u>

4. Identify the members of your jurisdiction's governing authority.

Name:	Member District #:
<u>Suffolk County Executive Steven Bellone</u>	<u>Suffolk County</u>
<u>Suffolk County Legislator Kevin J. McCaffrey</u>	<u>District No. 14</u>
<u>Town of Babylon Supervisor Rich Schaffer</u>	<u>Town of Babylon</u>
<u>Town of Babylon Councilmember Antonio A. Martinez, Deputy Supervisor</u>	<u>Town of Babylon</u>
<u>Town of Babylon Councilmember Thomas Donnelly</u>	<u>Town of Babylon</u>
<u>Town of Babylon Councilmember Jacqueline A. Gordon</u>	<u>Town of Babylon</u>
<u>Town of Babylon Councilmember Lindsay P. Henry</u>	<u>Town of Babylon</u>
<u>Village of Lindenhurst Mayor Michael A. Lavorata</u>	<u>Village of Lindenhurst</u>
<u>Village of Lindenhurst Deputy Mayor Richard J. Renna</u>	<u>Village of Lindenhurst</u>
<u>Village of Lindenhurst Trustee Maryann Weckerle</u>	<u>Village of Lindenhurst</u>
<u>Village of Lindenhurst Trustee Joan M. Masterson</u>	<u>Village of Lindenhurst</u>
<u>Village of Lindenhurst Trustee Darrel J. Kost</u>	<u>Village of Lindenhurst</u>

5. Target Area Census Tract(s): N/A [Village of Lindenhurst CDP]

6. Indicate by means of an "x" as to whether the proposed project will involve a community-wide benefit or a target area(s) and enter the zip code of the project. If a target area is involved, enter the name(s) and zip code of the target area(s).

 X Community-wide (Zip Codes): 11757 Village of Lindenhurst Target Area(s)

Name and Zip Code of Target Area: _____

Name and Zip Code of Target Area: _____

Name and Zip Code of Target Area: _____

Community-wide projects should use the zip code of the location of city hall. Target-area projects should use the zip code of the target area where the majority of the construction funds will be spent (for each target area). If the target area(s) does not have a name, please provide a brief geographical description of the area such as “western portion of the city.”

7. Provide Lat/Long for the Project Location at or near the geographical center:
Latitude: 40.690699 Longitude: -73.388417
(Lindenhurst Rainbow Senior Center, 293 Buffalo Avenue, Lindenhurst, NY, 11757)
8. How many other projects funded with CDBG-DR funds relate to the project: None
9. Does the project relate to any other project GOSR should be aware? No
10. Does the project encompass multiple counties: Yes X No
11. If the proposed project is a “covered project,” please provide a narrative describing the **“Resilience Performance Standards”** to be used in the design/implementation of the project below.

Not Applicable
12. If the proposed project is a “covered project,” please provide a narrative describing the **“Green Infrastructure Project Activities”** to be used in the design/implementation of the project below. For the purpose of completing this section, green infrastructure is defined as the integration of natural systems and processes, or engineered systems that mimic natural systems and processes, into investments in resilient infrastructure. “Green Infrastructure” takes advantage of the services and natural defenses provided by land and water systems such as wetlands, natural areas, vegetation, sand dunes, and forests, while contributing to the health and quality of life of those in recovering communities.

Not Applicable
13. If the proposed project is a “covered project,” please provide a narrative describing the **“Transparent and Inclusive Decision Processes”** undertaken in selection of the proposed project. Include accessible public hearings and other processes to advance the engagement of vulnerable populations.

Not Applicable
14. If the proposed project is a “covered project,” please provide a narrative describing the **“Long Term Efficacy and Fiscal Sustainability”** plans to monitor and evaluate efficacy and sustainability, including how it will reflect changing environmental conditions (such as sea level rise or development patterns) with risk management tools, and/or alternate funding sources, if necessary.

Not Applicable
15. If the proposed project is a “covered project,” please provide a narrative describing how the project will align with the commitment expressed in the President’s Climate Action Plan to “identify and evaluate additional approaches to improve our natural defenses against extreme weather, protect biodiversity, and conserve natural resources in the face of changing climate...”

Not Applicable

16. Has an amendment to the Action Plan to include this project been submitted to HUD?

____ Yes; X No;

17. What is the status of the amendment request? Provide a narrative describing the status of the amendment request. (Include date of submission, date of approval, any requests for additional information, and current status)

Not Applicable

18. Is this project receiving FEMA Public Assistance funding: ____Yes ____X No

19. Is this project receiving FEMA Public Assistance 406 Hazard Mitigation Funds:

____Yes ____X No

Please provide the FEMA Project Worksheet number(s) for this project application: _____

(The FEMA project work sheet number should include the FEMA disaster declaration number in the first four (4) digits and the project worksheet number in the last five (5) digits. A Hurricane Sandy related project with the project worksheet "567" would be entered as "4085-00567")

20. Is this project receiving FEMA Section 404 Hazard Mitigation funds:

____Yes ____X No

21. Is this project receiving any Army Corps of Engineers funding:

____Yes ____X No

If yes, please provide the type of funds applied for and application number: _____

22. Is this project receiving any Environmental Protection Agency funds:

____Yes ____X No

If yes, please provide the type of funds applied for and application number: _____

23. Is this project receiving any Department of Energy funds:

____Yes ____X No

If yes, please provide the type of funds applied for and application number: _____

24. Is this project receiving any Department of Transportation funds:

____Yes ____X No

If yes, please provide the type of funds applied for and application number: _____

25. Is this project receiving any Department of the Interior fund:

____Yes ____X No

If yes, please provide the type of funds applied for and application number: _____

BUDGET/COST SUMMARY FORM

PROJECT NAME: Local Emergency Center Permanent Generator / Lindenhurst Rainbow Senior Center

(A) Costs by Activity	(B) CDBG-DR	(C) Other	(D) Total	(E) Source
1. Acquisition of Real Property	\$0.00	\$0.00	\$0.00	
2. Public Facilities and Improvements	\$475,000.00	\$0.00	\$475,000.00	CDBG-DR
3. Rehabilitation Loans and Grants (Hook-ups)	\$0.00	\$0.00	\$0.00	
4. Clearance Activities	\$0.00	\$0.00	\$0.00	
5. Public Services	\$0.00	\$0.00	\$0.00	
6. Other (identify) - Planning	\$0.00	\$0.00	\$0.00	
7. Project Delivery Costs	\$47,500.00	\$0.00	\$47,500.00	CDBG-DR
8. Administration	\$0.00	\$0.00	\$0.00	
TOTAL	\$522,500.00	\$0.00	\$522,500.00	

Architectural/Engineering (A/E) costs must be included in one of the activity costs above.

HUD Matrix Code 03 - Other Public Facilities and Improvements

The budget has increased by \$222,500.00 from the pre-application to the application. This represents an increase of \$175,000.00 for design and construction and \$47,500.00 for DASNY Project Delivery Costs.

CDBG-DR PROGRAM TIME SCHEDULE
APPLICANT NAME: Local Emergency Center Permanent Generator / Lindenhurst Rainbow Senior Center

MILESTONES	Quarter 1	Quarter 2	Quarter 3	Quarter 4	Quarter 5	Quarter 6	Quarter 7	Quarter 8	Quarter 9	Quarter 10	Quarter 11	Quarter 12
Activity (list activity from budget/cost summary form)	07/17-09/17	10/17-12/17	01/18-03/18	04/18-06/18	07/18-09/18	10/18-12/18	01/19-03/19	04/19-06/19				
a. Environmental Review		→										
b. DASNY - A/E Design	→											
c. CM Procurement		→										
d. Bidding/Award			→									
e. Construction				→								
f. Closeout						→	→					

Provide the following dates:

*Required

 *ERR Complete Date: 11/01/17

 Construction Start Date: 04/01/18

 *Construction End Date: 12/01/18

 Acquisition/Closing: N/A

 Design Complete: 10/01/17

ACTIVITY BENEFICIARY FORM

ACTIVITY BENEFICIARY FORM						
X Community-Wide	Target Area	Limited-Clientele	Project: Local Emergency Center Permanent Generator / Lindenhurst Rainbow Senior Center			
<i>List name of each activity excluding Admin & Acquisition:</i>	1) Public Facilities and Improvements		2)		3)	
	#	%	#	%	#	%
Persons (total):	27,385					
Total LMI Income:	8,200	29.94%				
Low Income:	4,065	14.84%				
Owner (for Rehab activity <u>only</u> , i.e. hookups):						
Renter (for Rehab activity <u>only</u> , i.e. hookups):						
Moderate Income:	4,135	15.10%				
Owner (for Rehab activity <u>only</u> , i.e. hookups):						
Renter (for Rehab activity <u>only</u> , i.e. hookups):						
Medium Income:	7,665	27.99%				
Owner (for Rehab activity <u>only</u> , i.e. hookups):						
Renter (for Rehab activity <u>only</u> , i.e. hookups):						
Race and Ethnicity	Percent (%)		Percent (%)		Percent (%)	
White:	94.1%					
Black or African American:	1.7%					
American Indian or Alaskan Native:	0.3%					
Asian:	2.5%					
Native Hawaiian or Other Pacific Islander:	0.0%					
Other:	1.8%					
Hispanic or Latino	9.5%					

Data Sources:

Low- and moderate-income (LMI) persons for area benefit activities were determined using the Village of Lindenhurst Census Designated Place (CDP) data found at:

<https://www.hudexchange.info/manage-a-program/acs-low-mod-summary-data-local-government/>.

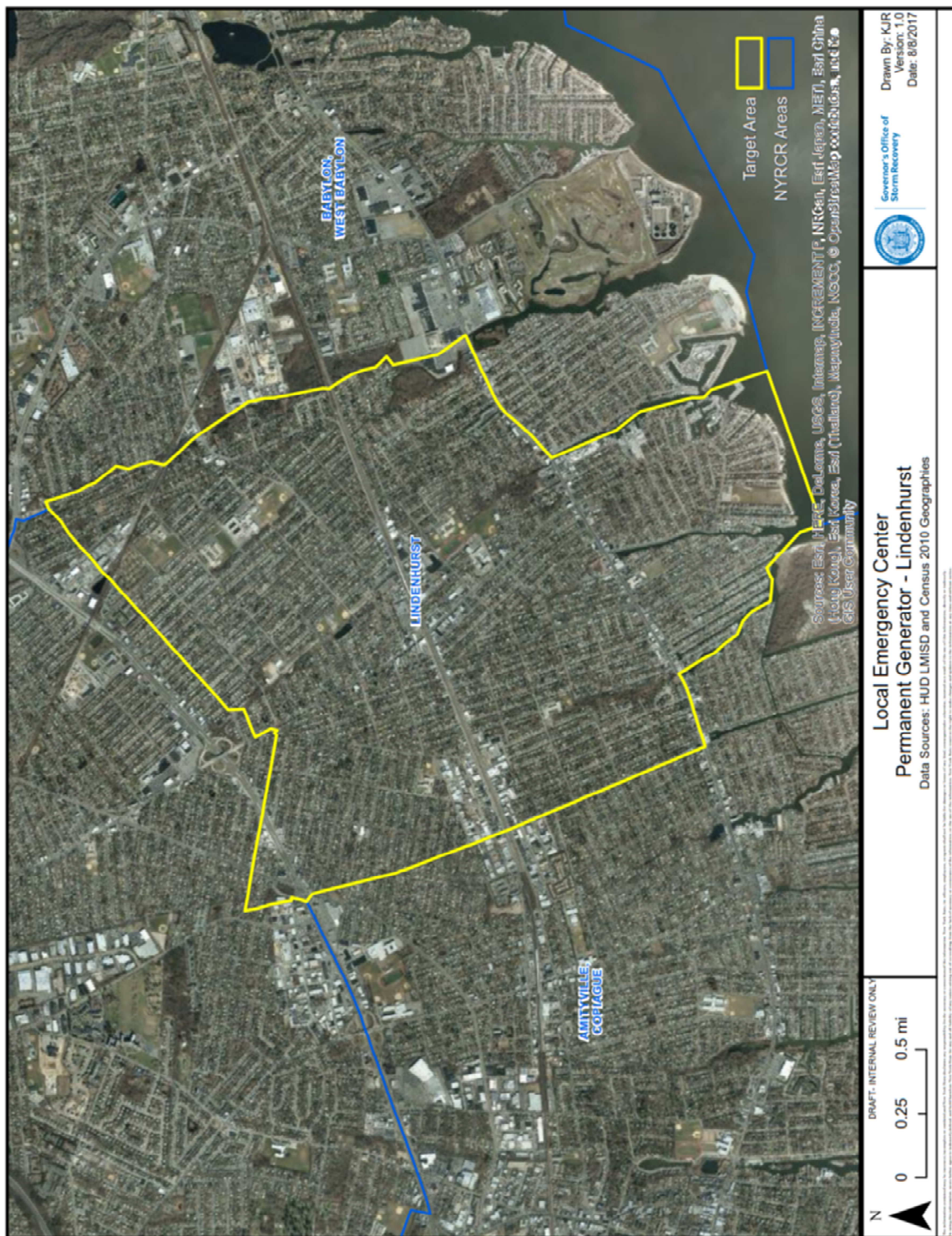
Percentages for race and ethnicity for area benefit activities were determined using the 2006-2010 American Community Survey Census Data for Census Designated Places at:

http://factfinder.census.gov/faces/tableservices/jsf/pages/productview.xhtml?pid=ACS_10_5YR_B03002&prodType=table.

VICINITY MAP



TARGET AREA MAP¹



¹ Sources: Esri, HERE, DeLorme, USGS, INCREMENT P, NRCan, Esri Japan, Esri China (Hong Kong), Esri Korea, Esri (Thailand), MapmyIndia, NGCC, OpenStreetMap contributors, and the GIS User Community.

PROJECT SITE MAP²



² Sources: Esri, HERE, DeLorme, USGS, INCREMENT P, NRCar, Esri Japan, Esri China (Hong Kong), Esri Korea, Esri (Thailand), MapmyIndia, NGCC, OpenStreetMap contributors, and the GIS User Community.

PROJECT DESCRIPTION.

Comprehensive Description:

This project is based upon the following project profile:

- Village of Lindenhurst NYRCR Plan (March 2014), Emergency Action and Preparedness Plan/Lindenhurst Community Center Retrofit, pg. 100 – 102.

The Dormitory Authority of the State of New York (DASNY) is requesting Community Development Block Grant—Disaster Recovery (CDBG-DR) funding to design and install a permanent generator at the Rainbow Senior Center in the Village of Lindenhurst. The project description is different from the scope of work in the pre-application because the Amityville Fire House permanent generator will be developed as a separate project by the Village of Amityville as the Subrecipient. In addition, the project budget was revised to reflect the increased costs for design and construction.

Expected results:

The installation of a permanent generator at this location will enable the community to use the facility as a recovery/drop-in center during and following future extreme weather events.

Construction, modification or repairs to existing facility:

Aside from the installation of a permanent generator (i.e., pad-mounted above base flood elevation), no significant construction would be involved in this project. The construction, modification or repairs will take place at an existing facility.

Impact on historic or landmarked properties:

No impact on historic or landmarked property has been identified at the location.

Involvement of land acquisition:

The location identified is owned by the Village of Lindenhurst; therefore, no acquisition is anticipated.

Previous and proposed uses of impacted property or site:

The Lindenhurst Rainbow Senior Center provides a number of services to Village residents and houses multiple organizations. Following Superstorm Sandy, this facility was critical to post-emergency operations as it was used as a refuge during and in the aftermath of the storm providing housing, meals, and information. Crisis response personnel were also housed in this building during the cleanup of the storm. The installation of a permanent emergency generator would improve both the resiliency of the facility and by extension the Village community.

Project Context:

This is a separate project and does not rely on any other project that would trigger CDBG-DR requirements.

Beneficiaries/Public Benefit/Target Area:

The target area encompasses the entire Village of Lindenhurst. According to the 2006-2010 American Community Survey (ACS), the project will benefit a total population for the Village of Lindenhurst Census Designated Place of 27,385 residents, 29.94% of whom qualify as low- and moderate-income individuals.

The Village of Lindenhurst is located along the south shore of Suffolk County, New York. The Village, which lies within the Town of Babylon, is bounded by Copiague to the west and West Babylon to the east. North Lindenhurst lies to the north with North Amityville to the northwest.

Project benefits include:

- Risk Reduction & Increased Resiliency: The proposed emergency generator will improve community resiliency by ensuring continuous operation of the Lindenhurst Rainbow Senior Center during and following extreme weather events. The Center will be used as a local drop-in/distribution center for the public to obtain donated life-saving commodities including water, food, clothing, and other services, which are essential to a Community's recovery efforts.
- Economic Benefits: The installation of a permanent generator at this local facility will require construction, thus providing opportunities for work in the community.
- Health and Social Benefits: The generator will improve public health and safety in the community during emergency events by providing a community location with electricity, heating, cooling, and shelter, particularly serving vulnerable populations that may be reluctant or unable to evacuate to facilities that are further away. Providing a recovery option will improve the overall quality of life in the community, which will be a positive social benefit.

Recovery Rationale:

The Dormitory Authority of the State of New York (DASNY) is requesting Community Development Block Grant—Disaster Recovery (CDBG-DR) funding to design and install a permanent generator at the Rainbow Senior Center in the Village of Lindenhurst.

The Village of Lindenhurst was particularly hard hit by Superstorm Sandy. According to Newsday articles, of the 1,500 Village of Lindenhurst homes south of Montauk Highway, as many as 1,400 had some degree of flooding resulting from the storm. At least 180 homes were substantially damaged or destroyed.³ While the residential neighborhoods south of Montauk Highway were hit hard, areas north of Montauk Highway also experienced flooding resulting from the overflow of local canals and creeks. In total, over 18% of the entire housing stock in the Village was damaged.

In Lindenhurst, structures located along the Great South Bay and along canals experienced the worst damage. A number of these properties began taking on water during the morning of the storm's high

³ Newsday. *After Sandy, Lindenhurst looks at long-term plans*. May 12, 2013. <http://www.newsday.com/longisland/towns/after-sandy-lindenhurst-looks-at-long-term-plans-1.5249089>.

tide. As the storm intensified and the evening's high tide approached, the scope of the threat became clear as most roadways south of Montauk Highway flooded and the lower levels of residents' homes and businesses took on water. Portions of Montauk Highway adjacent to the northern most extensions of the canals became flooded, cutting off access to Good Samaritan Hospital Medical Center, the region's main hospital to the east. Boats and debris from storm battered bulkheads, docks and other structures were tossed on land, further damaging homes and property along the Bay and the canals. Electricity and communications systems failed due to the water inundation and wind damage.

In the morning of October 30, when the storm had dissipated, residents began to survey the damage. Flooding made immediate recovery efforts more difficult. Committee members and other members of the public noted that damage of this magnitude had not been seen before in the Village. As noted above, 180 homes were substantially damaged or destroyed. Others had severe damage to the lower levels. Cars, boats, sheds, compromised oil tanks, and all manner of debris were scattered from where they had originally began the evening before. As the days progressed, it became clear that a long-term, sustained effort would be necessary.

Electricity was restored south of Montauk Highway after approximately two weeks, although many residents were unable to restore service until their homes had received repairs and inspections. Initially, as a result of the displacement of Village families, the school district needed to bus hundreds of children from as far away as Queens and Riverhead.

The Lindenhurst Rainbow Community Center was transformed into a makeshift Recovery Center. This facility, at 293 Buffalo Avenue, is a well-used multi-purpose facility that is not prone to flooding and easily accessible via major and local roadways. As such, the facility was critical to post-emergency operation as it was used as a command center during and in the aftermath of the storm providing staging, meals, and information. Crisis response personnel were housed in this building during the cleanup of the storm.

The signs of the storm and its damage are still evident, especially in the parts of the Village south of Montauk Highway. Many homes remain unoccupied while others are in various states of repair. A number of homes have been lifted to avoid future flooding while others are in the process of being elevated. The physical and financial effects of the storm and the realization that the future may hold similar events have been the central focus of this community as it begins to heal and move forward. While the effects of Superstorm Sandy devastated large portions of the Village of Lindenhurst, those areas located south of Montauk Highway are also prone to regularly recurring flooding during high tides, seasonal storms, and major weather events. The Committee and members of the public have reported that these events have been exacerbated by damage caused during Superstorm Sandy. Each recurring flood event exacerbates lingering storm damage from Sandy.

The acquisition of a permanent generator to create a local drop-in/distribution center meets a need absent in the Lindenhurst Community during Superstorm Sandy. This project will install a permanent generator at the Lindenhurst Rainbow Senior Center to create a temporary shelter primarily for Lindenhurst's most vulnerable population and a drop-in center to be used before, during, and after emergency events.

Description of Construction Involved:

PROJECT NAME: Local Emergency Center Permanent Generators / Lindenhurst Rainbow Senior Center

PROJECT DESCRIPTION: Page 4 of 5

Construction activities will take place at an existing facility in previously disturbed areas. No significant excavation, or change in site character is expected. An environmental review identifying impacts and mitigation is required. The level of any environmental review will be determined by the Governor's Office of Storm Recovery (GOSR), and the environmental review will be conducted and managed by GOSR, as NEPA/SEQRA Lead Agency. Engineering plans and an environmental assessment will be submitted to regulatory agencies for review and permit approval in accordance with federal, state, and local regulations, as required.

Responsibility for Operations and Maintenance:

The Village of Lindenhurst will be responsible for operations and maintenance of the generator at the Rainbow Senior Center.

Description of Acquisition Involved:

No acquisition is anticipated. If, during the engineering design phase, it is determined additional property is needed, DASNY will work in partnership with GOSR and the project Applicant to comply with the Uniform Relocation and Assistance Act in acquiring property or rights-of-way.

Mitigation Plan:

The facility receiving a generator is centrally located in the community and outside of the identified Extreme, High, and Moderate Risk Assessment Areas to ensure long term facility availability in the face of increased frequency and intensity of extreme weather events and flooding due to sea level rise. This project will be designed to eliminate or reduce the exposure to environmental risks or the potential of negative impacts on the Community.

CDBG-DR Eligibility:

The Disaster Relief Appropriations Act, 2013 (Pub. L. 113–2, approved January 29, 2013) (Appropriations Act) makes available \$16,000,000,000 in Community Development Block Grant (CDBG) funds for necessary expenses related to disaster relief, long-term recovery, restoration of infrastructure and housing, and economic revitalization in the most impacted and distressed areas resulting from a major disaster declared pursuant to the Robert T. Stafford Disaster Relief and Emergency Assistance Act of 1974 (42 U.S.C. 5121 et seq.) (Stafford Act), due to Superstorm Sandy and other eligible events in calendar years 2011, 2012, and 2013.

This project is eligible as a *Public Facilities and Improvements* activity pursuant to Section 105(a)(2) of the Housing and Community Development Act (HCDA), which stipulates CDBG-DR funds may be used by the grant recipient for "acquisition, construction, reconstruction, or installation (including design features and improvements with respect to such construction, reconstruction, or installation that promote energy efficiency) of public works, facilities (except for buildings for the general conduct of government), and site or other improvements."⁴

HUD Matrix Code 03 – Other Public Facilities and Improvements

⁴ HCDA SECTION 105(A), *ELIGIBLE ACTIVITIES FOR STATES*.

PROJECT NAME: Local Emergency Center Permanent Generators / Lindenhurst Rainbow Senior Center

PROJECT DESCRIPTION: Page 5 of 5

CDBG-DR National Objective:

The national objective for this project is *urgent need*.

Pursuant to 24 CFR 570.483(d), activities under this project are “designed to meet community needs having a particular urgency,” thus qualifying the project under the national objective of *urgent need*. As noted in the relevant HUD guidance, to comply with this national objective, an activity must be designed to alleviate existing conditions, which the local government certifies and the state determines:

- Pose a serious and immediate threat to the health or welfare of the community;
- Are of recent origin or recently became urgent;
- The community is unable to finance the activity on its own; and
- Other sources of funding are not available to carry out the activity.

Pursuant to FR-5696-N-01, HUD waived the certification requirements for this national objective for CDBG-DR funding. Instead, each grantee receiving an award under the Notice must document how all programs and/or activities funded under the *urgent need* national objective responds to a disaster-related impact. Grantees must reference in their action plan the type, scale, and location of the disaster-related impacts that each program and/or activity is addressing.”⁵

The Lindenhurst NY Rising Community Reconstruction Plan (March 2014)⁶ demonstrates that the project/activity meets the CDBG-DR national objective of urgent need.

⁵ Federal Register, Vol. 78, No. 43 issued Tuesday, March 5, 2013.

⁶ This project is based on the following project profile from the Village of Lindenhurst NY Rising Community Reconstruction Plan (March 2014), Emergency Action and Preparedness Plan/Lindenhurst Community Center Retrofit, pg. 100 – 102, https://stormrecovery.ny.gov/sites/default/files/crp/community/documents/lindenhurst_nyrcr_plan.pdf.

ARCHITECT/ENGINEER'S COST ESTIMATE**Estimated Number of Parcels to be Acquired:** Not Applicable**Anticipated Approvals/Permits to be Acquired:** Not Applicable**PROJECT BUDGET****LOCAL EMERGENCY CENTER PERMANENT GENERATORS /
LINDENHURST RAINBOW SENIOR CENTER
COST ESTIMATE**

Budget Line Item	Total
A/E Design and Construction	\$ 475,000.00
Subtotal Engineering Study and Construction	\$ 475,000.00
DASNY Project Delivery	\$ 47,500.00
Administration	\$ 0.00
Subtotal Project Delivery & Administration	\$ 47,500.00
Total Project Cost	\$522,500.00

The budget has increased by \$222,500.00 from the pre-application to the application. This represents an increase of \$175,000.00 for design and construction and \$47,500.00 for DASNY Project Delivery Costs.

DASNY - GOSR - LOCAL EMERGENCY EVACUATION CENTER RAINBOW COMMUNITY CENTER DORMITORY AUTHORITY STATE OF NEW YORK				ESTIMATE SUMMARY FORM sheet 1/																																																																																																																																																																																																																																	
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E-mail: vjdesign@vjassociates.com		Project Construction Manager																																																																																																																																																																																																																																			
Fax: (516) 932-8520		Prepared by: VJ Associates																																																																																																																																																																																																																																			
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V.J. Associates - 100% Cost Estimate, 6/15/2017

Applicant/Recipient Disclosure/Update Report

U.S. Department of Housing
and Urban Development

OMB Approval No. 2510-0011 (exp. 8/31/2009)

Instructions (See Public Reporting Statement and Privacy Act Statement and detailed instructions on page 2.)

Applicant/Recipient Information

Indicate whether this is an Initial Report X

or an Update Report _____

1. Applicant/Recipient Name, Address, and Phone (include area code):

Michael Lavorata, Mayor
Village of Lindenhurst
430 S. Wellwood Ave.
Lindenhurst, NY 11757
(631) 957-7500

2. Social Security Number or
Employer ID Number:

11-2103230

3. HUD Program Name

Community Development Block Grant – Disaster Recovery Program

4. Amount of HUD Assistance
Requested/Received

\$522,500.00

5. State the name and location (street address, City and State) of the project or activity:

Local Emergency Center Permanent Generator / Lindenhurst Rainbow Senior Center, 293 Buffalo Avenue, Lindenhurst, NY, 11757

Part I Threshold Determinations

1. Are you applying for assistance for a specific project or activity?
These terms do not include formula grants, such as public housing operating subsidy or CDBG block grants. (For further information see 24 CFR Sec. 4.3).

X Yes ___ No

2. Have you received or do you expect to receive assistance within the jurisdiction of the Department (HUD) , involving the project or activity in this application, in excess of \$200,000 during this fiscal year (Oct. 1 - Sep. 30)? For further information, see 24 CFR Sec. 4.9

X Yes ___ No.

If you answered “No” to either question 1 or 2, **Stop!** You do not need to complete the remainder of this form. **However**, you must sign the certification at the end of the report.

Part II Other Government Assistance Provided or Requested / Expected Sources and Use of Funds.

Such assistance includes, but is not limited to, any grant, loan, subsidy, guarantee, insurance, payment, credit, or tax benefit.

Department/State/Local Agency Name and Address	Type of Assistance	Amount Requested/Provided	Expected Uses of the Funds

(Note: Use Additional pages if necessary.)

Part III Interested Parties. You must disclose:

- All developers, contractors, or consultants involved in the application for the assistance or in the planning, development, or implementation of the project or activity and
- Any other person who has a financial interest in the project or activity for which the assistance is sought that exceeds \$50,000 or 10 percent of the assistance (whichever is lower).

Alphabetical list of all persons with a reportable financial interest in the project or activity (For individuals, give the last name first)	Social Security No. or Employee ID No.	Type of Participation in Project/Activity	Financial Interest in Project/Activity (\$ and %)
H2M ARCHITECT AND ENGINEERS	11-2235604	Design	\$102,144.22/19.5%

(Note: Use Additional pages if necessary.)

Certification

Warning: If you knowingly make a false statement on this form, you may be subject to civil or criminal penalties under Section 1001 of Title 18 of the United States Code. In addition, any person who knowingly and materially violates any required disclosures of information, including intentional non-disclosure, is subject to civil money penalty not to exceed \$10,000 for each violation. I certify that this information is true and complete.

Signature:

X

Date: (mm/dd/yyyy)

Michael Lavorata, Mayor

APPENDIX A

DUPLICATION OF BENEFITS CERTIFICATION(S)

Village of Lindenhurst Duplication of Benefits Form



Governor's Office of
Storm Recovery

ANDREW M. CUOMO
Governor

LISA BOVA-HIATT
Executive Director

NY Rising Community Reconstruction Program DUPPLICATION OF BENEFITS QUESTIONNAIRE

Program Participant: Village of Lindenhurst
Project Name: Local Emergency Center Permanent Generators

Federal regulations require a duplication of benefits (DOB) analysis for projects receiving U.S. Department of Housing and Urban Development (HUD) Community Development Block Grant-Disaster Recovery (CDBG-DR) support to ensure that the Program Participant does not receive more funds for a project than are needed. The Program Participant must report all assistance they have received for a project from such sources as insurance, Small Business Administration (SBA), Federal Emergency Management Agency (FEMA), and other local, State, or Federal programs, and private or nonprofit charitable organizations. Any funds received from these sources for this project must be considered when the amount of the CDBG-DR grant is determined. While inclusion in a long-term capital plan does not constitute a DOB, if a project has been included in the Program Participant's annual budget, it may be considered a DOB. CDBG-DR is a funding source of last resort, and should funds become available for a project in the future such that some or all of the CDBG-DR funds budgeted for the project would constitute a duplication of benefits, those CDBG-DR funds will be disallowed or, if outlaid, must be returned to the Governor's Office of Storm Recovery (GOSR). Please consult with GOSR staff if you have any questions regarding whether a potential DOB exists. Please use the chart below to describe funds the Program Participant has received and/or committed for the project.

FUNDS RECEIVED OR BUDGETED FOR THE PROJECT

SOURCE OF FUNDS	Amount received for the project	Additional funds expected
FEMA	Ø	Ø
Other Federal Agencies (Describe)	Ø	Ø
State Agencies	Ø	Ø

Budgeted Program Participant Funds (Annual Budget)	Ø	Ø
Private Insurance	Ø	Ø
National Flood Insurance	Ø	Ø
Nonprofit Organizations (Describe)	Ø	Ø
Other Funds (Describe)	Ø	Ø
TOTAL	Ø	Ø

Documents Needed:

Along with this form, please provide documents that show the amounts received for the project from each source listed above. Note: All documents, including Program Participant budgets, must be retained and produced for review at the request of GOSR or HUD.

CERTIFICATION:

I certify that the information provided in this questionnaire is true and accurate to the best of my ability. I understand that if this information is not correct, it may affect the amount of any grant I may receive or may lead to the recapture of disbursed funds by GOSR and/or HUD.

Program Participant

Signature of Authorized Certifying Official

SHAWN CULLINANE VILLAGE OF LINDENHURST

Printed Name of Authorized Certifying Official

12/6/2016

Date

WARNING: The information provided on this form is subject to verification by the State of New York and the Department of Housing and Urban Development (HUD) at any time. Title 18, Section 1001 of the U.S. Code states that knowingly and willingly making a false or fraudulent statement to a department of the United States Government can result in termination of assistance and civil and criminal penalties.

**Governor's Office of Storm Recovery
NY Rising Community Reconstruction Program
Duplication of Benefits**

Subrecipient: Village of Lindenhurst

Project Name: Local Emergency Center Permanent Generator / Lindenhurst Rainbow Senior Center

Calculation of CDBG-DR Award

1. Identify Subrecipient's total need prior to any assistance (e.g., reconstruction cost estimate)	\$522,500.00
2. Identify all potentially duplicative assistance: a. Insurance b. FEMA Public Assistance funds for Permanent Work c. Other _____	\$0.00
Subtotal	\$0.00
3. Deduct assistance determined to be duplicative	\$0.00
4. Maximum Eligible Award (Item 1 less Item 3)	\$522,500.00
5. Program Cap (if applicable)	N/A
6. CDBG-DR Award (lesser of Items 4 and 5)	\$522,500.00
Preparer's Signature:	Date:

APPENDIX B:
Project Management Agreement Form(s)

VILLAGE OF LINDENHURST PMA



Governor's Office of Storm Recovery

Andrew M. Cuomo
Governor



Lisa Bova-Hiett
Executive Director

COVER MEMO – DASNY PROJECT MANAGEMENT AGREEMENT

The Cover Memo is required for all Project Management Agreements for DASNY-implemented Community Reconstruction Projects.

1. Type <input checked="" type="checkbox"/> Original Agreement <input type="checkbox"/> Amendment #: _____ <input type="checkbox"/> Change in scope <input type="checkbox"/> Change in agreement term <input type="checkbox"/> Change in budget <input type="checkbox"/> Other _____																									
2. Complete Legal Name and Contact Information of Program Participant: Village of Lindenhurst 430 South Wellwood Ave. Lindenhurst, New York 11757 Attn: Shawn Cullinane, Vil. Clerk Treasurer	3. Original Agreement Term Start Date: <u>Jan 31, 2017</u> End Date: <u>DASNY SRA Closeout</u> Amended Agreement Term (If applicable) End Date: _____																								
4. Name and Location of Project(s): Local Emergency Evacuation Center Permanent Generator Project Village of Lindenhurst Rainbow Senior Center 293 Buffalo Amityville, NY 11701	5. Executed Work Order(s) under Subrecipient Agreement dated July 1, 2014 between DASNY and GOSR: <table border="1"><thead><tr><th>WO #</th><th>Project #</th><th>Date</th><th>\$ Amount</th></tr></thead><tbody><tr><td>2016-39</td><td>334040</td><td>11/4/16</td><td>\$ 1,045,000</td></tr><tr><td></td><td></td><td></td><td>\$</td></tr><tr><td></td><td></td><td></td><td>\$</td></tr><tr><td></td><td></td><td></td><td>\$</td></tr><tr><td></td><td></td><td></td><td>Total: \$ 1,045,000</td></tr></tbody></table>	WO #	Project #	Date	\$ Amount	2016-39	334040	11/4/16	\$ 1,045,000				\$				\$				\$				Total: \$ 1,045,000
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			\$																						
			Total: \$ 1,045,000																						
6. Description of the anticipated scope and schedule of work referencing the NY Rising Community Reconstruction Plan/Project Application covering the Project: The Village of Lindenhurst Local Emergency Evacuation Center Permanent Generator Project will design and install a permanent generator at the Village of Lindenhurst Rainbow Senior Center to provide emergency housing, meals and information. Crisis response personnel will also be housed at the center during post-emergency clean up. The installation of a permanent back up power generator will improve the resiliency of the facility for these functions. Scoping began in November 2016. Design is expected to begin January 2017. Construction will proceed following scoping and design with completion anticipated prior to 2019.																									

Prepared by: Brooks Kaufman Date: January 13, 2017

Housing Trust Fund Corporation (HTFC)
Cover Memo
Community Reconstruction – DASNY Project Management Agreement

formrev20170103

PROJECT MANAGEMENT AGREEMENT

This **PROJECT MANAGEMENT AGREEMENT** (this "**Agreement**") entered into as of January 31, 2016 by and among the **DORMITORY AUTHORITY OF THE STATE OF NEW YORK**, with its principal offices located at 515 Broadway, Albany, New York 12207 (hereinafter referred to as "**DASNY**"), the **HOUSING TRUST FUND CORPORATION**, operating by and through its division, the **GOVERNOR'S OFFICE OF STORM RECOVERY**, with a mailing address of 25 Beaver Street, New York, New York 10004 (hereinafter referred to as "**GOSR**") and **VILLAGE OF LINDENHURST**, [a municipal corporation and political subdivision of the State of New York] (the "**State**") and a participant in the NY Rising Community Reconstruction Program ("**NYRCR Program**"), with a mailing address of **430 SOUTH WELLWOOD AVE. LINDENHURST, NY 11757** (hereinafter referred to as the "**Participant**"). Each of DASNY, GOSR and the Participant is hereinafter referred to as a "**Party**" and shall collectively be referred to as the "**Parties**".

WITNESSETH:

WHEREAS, GOSR and the Participant each desires DASNY to manage the applicable design and construction phases of **INSTALLING A PERMANENT GENERATOR** (collectively, the "**Project**") to be constructed at the **VILLAGE OF LINDENHURST RAINBOW SENIOR CENTER, 293 BUFFALO AVENUE, LINDENHURST, NY 11757** (the "**Property**"); and

WHEREAS, pursuant to Title 4 of Article 8 of the Public Authorities Law, DASNY is authorized to, among other things, design, construct and otherwise provide and furnish infrastructure projects for local governments, including the Participant;

WHEREAS, GOSR wishes to facilitate funding of the Project Budget (as hereafter defined) associated with the Project described herein using Community Development Block Grant Disaster Recovery ("**CDBG-DR**") funds pursuant to that certain Community Development Block Grant Disaster Recovery Subrecipient Agreement dated as of July 1, 2014 between DASNY and GOSR, as amended from time to time (the "**DASNY SRA**"); and

WHEREAS, the DASNY SRA has previously outlined the respective responsibilities of DASNY and the Housing Trust Fund Corporation with respect to managing projects undertaken using CDBG-DR funds; and

WHEREAS, DASNY, the Participant and GOSR now desire to define each of their rights and responsibilities with respect to the applicable design and construction phases of the Project, including the manner in which GOSR and the Participant shall pay their respective share of the Project Costs under this Agreement.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the Parties do hereby agree as follows:

I. Purpose

The purpose of this Agreement is to set forth the mutual understandings among DASNY, GOSR and the Participant which will govern the relationship among the Parties with respect to the management of the applicable design, construction and purchasing phases for the Project. This Agreement is intended to govern all activities heretofore and hereinafter undertaken by DASNY, GOSR and the Participant in connection with the Project.

II. DASNY Responsibilities

A. Project Management Services

Commencing on the date on which GOSR notifies DASNY to begin work on the Project through a signed Work Order form, DASNY shall manage the applicable design, bidding, award, construction, and close-out phases of the Project in accordance with the DASNY SRA, and further delineated in one or more work orders and/or change orders for services in connection with the Project duly executed between GOSR and DASNY in accordance with the DASNY SRA (all work orders and change orders duly executed to provide services in connection with the Project are incorporated into this Agreement by reference, and are collectively referred to herein as the **"Executed Work Order(s)"**); provided, however, that DASNY shall have no obligation to begin or perform any work or services in connection with the Project at or on the Project site without a fully executed copy of this agreement except to extent that GOSR and DASNY agree in writing to DASNY's performance of certain investigative and/or design services prior thereto; provided further, however, that DASNY shall have no obligation to bid, award, perform or work under any construction contracts without a fully executed copy of this Agreement.

III. Responsibilities of GOSR and the Participant

Except as may otherwise be provided herein, GOSR and/or the Participant (as set forth below) hereby agree to assume sole and complete responsibility with respect to the following:

- A. GOSR shall serve as lead agency and complete all necessary activities associated with the State Environmental Quality Review Act ("SEQRA").
- B. If so desired, GOSR and/or the Participant will complete a timely review of all applicable design submissions for the project. GOSR and/or the Participant will notify DASNY of its intent to review the design drawings and will respond with written comments and/or approval within a two week timeframe from receipt of the submission from DASNY;
- C. GOSR will provide a representative to act as a liaison with DASNY who is empowered to make decisions as required to effectively and efficiently aid in the progression of the work to be performed with respect to the Project.

- D. The Participant will provide a representative to act as a liaison with GOSR who is empowered to make decisions as required to effectively and efficiently aid in the progression of the work to be performed with respect to the Project.
- E. Following approval of building permit applications and supportive documents submitted by DASNY, the Participant shall issue or cause to be issued those building permits which it has authority to approve. To the extent Participant is not authorized to approve or issue required building permits, Participant shall work in good faith with DASNY and the approving and issuing entity to secure all such permits.
- F. GOSR and the Participant will coordinate the resolution of any and all community issues with respect to the Project.
- G. GOSR will approve or reject all changes to any Executed Work Order(s) applicable to the Project or to the NY Rising Community Reconstruction Plan project description as attached to a DASNY/Housing Trust Fund Corp Services Request Form applicable to the Project (the foregoing, along with any Executed Work Order(s) relevant to the Project executed after the date hereof, collectively referred to as the **"Program Plan"**) and corresponding amendments to any Construction Documents proposed by the Participant relating to Program Plan changes.
- H. GOSR and the Participant will provide to DASNY available and existing site information, plans, specifications, drawings, and reports, if any, related to the Project;
- I. GOSR and the Participant will timely review and approve the Program Plan and functional design elements at milestones, such approval to be deemed given if DASNY is not otherwise notified within the time frame allocated for such reviews;
- J. The Participant authorizes the Project Managers and Assistance Providers (as herein after defined) to have, and the Participant shall provide, access to the Property in accordance with Article VI hereof;
- K. GOSR and the Participant recognize that Program Plan changes, delays, or any other matters may alter the pre-construction or construction schedule developed by DASNY for the project (**"Project Schedule"**) and the Project Costs. To that extent, the Project Schedule may be adjusted with approval from GOSR and the Participant in accordance with Article XIII of this Agreement, and the Project Budget may be adjusted in accordance with the provisions set forth in Article IV of this Agreement;
- L. GOSR and the Participant will timely review any other matters given to it by DASNY for its consideration. Approval by GOSR and/or the Participant (as applicable) of any such matters (not including changes to Project Schedule or Project Budget) will be deemed given if DASNY is not otherwise notified in writing within fifteen (15) business days of receipt of such request from DASNY for such approval unless otherwise extended by agreement of all Parties;

M. On a periodic basis GOSR and the Participant will participate in a walk-through of the Project with DASNY, the Design Professional, the Construction Contractors and other appropriate and necessary consultants to ensure compliance with the Program Plan. GOSR and the Participant shall also have access to inspect the site at any time; provided however, that the DASNY project manager and other DASNY field personnel are notified of such visit and site safety and visitation protocol in place in the field are strictly adhered to. GOSR or the Participant will have five (5) business days following any such inspection to provide written notification of any design, construction and/or Program Plan deficiencies to DASNY;

IV. Project Budget

A. Project Budget

The "**Project Budget**" shall mean the aggregated "Project Budget" as set forth in the Executed Work Order(s) for the Project. "**Project Costs**" shall mean, collectively, all design and construction costs necessary to complete the Project in accordance with the Program Plan, including but not limited to any and all costs associated with change order contingencies, and other costs associated with Program Plan changes for the Project. During the course of the design, DASNY shall provide GOSR and the Participant with updated estimates of Project Costs. If DASNY determines that the Project Costs to construct the Project consistent with the Program Plan are likely to exceed the Project Budget ("**Excess Project Costs**"), DASNY shall promptly notify GOSR and, if requested by either GOSR or Participant, provide alternative solutions as well as cost estimates associated with each alternative solution to GOSR and Participant.

GOSR shall advise DASNY whether it wishes to adopt one or more such alternate solutions or may instead inform DASNY that it wishes to increase the Project Budget. Approval or denial by GOSR of any change to the Project Budget will be in writing and delivered to DASNY by GOSR in accordance with the provisions of Article XIII herein. Any such change shall not be reflected in the Project Budget until such change is made in the Executed Work Order(s) for the Project. The scope of work in DASNY's contract with the design professional for the Project shall be modified to reflect the change of the Program Plan, as hereinafter provided. GOSR shall be responsible to fund any increase in the Project Budget that is approved in writing and delivered to DASNY by GOSR in accordance with Article XIII herein and set forth in the Executed Work Order(s) for the Project. In the event that GOSR denies an increase of the Project Budget, the Participant may elect in writing to fund the Excess Project Costs through an alternative funding source. In such instance, the Participant shall be responsible to fund the entirety of such Excess Project Costs.

For the avoidance of doubt, the Project Budget as defined herein shall not commit any payment from GOSR to DASNY in connection with the Project. All payments from GOSR to DASNY in connection with the Project shall be made pursuant to the Executed Work Order(s) for the Project, duly executed pursuant to the DASNY SRA.

B. Construction Change Order Contingency

In the event that DASNY receives a request for change order(s), the total of which surpasses the amount formulated in the Project Budget as a contingency set aside for same, DASNY shall notify the GOSR and the Participant of the existence of such a request. Thereafter, the Parties shall meet to determine why the limit has been reached and the probable amount of additional funds that may be required to complete the Project or reductions in the scope of the Project necessary to keep the Project Costs within the Project Budget. With respect to any proposed amendments to the Project Budget for the Project, DASNY shall review such proposed amendment and provide GOSR and the Participant with its recommendation with respect to same. GOSR shall deliver to DASNY its written approval or rejection with respect to any such amendment, in accordance with the provisions of Articles IV(A) and XIII hereunder.

C. Claims

GOSR shall make funding available to DASNY to cover all reasonable costs associated with all design and/or construction claims and all reasonable costs of DASNY's defense of all design and/or civil construction contract claims and reasonable costs of civil litigation, including without limitation the costs of adjudication and/or settlement of said claims and/or litigation against DASNY with respect to the Project, including but not limited to attorneys' fees, consultant and expert witness fees and any judgments rendered against DASNY ("**Defense Costs**"). DASNY must provide the GOSR General Counsel written notice of the construction contract claim and/or litigation naming DASNY as a party thereto within 60 days after DASNY's receipt of notice of said claim or litigation. The GOSR General Counsel shall have the right to consult with DASNY's General Counsel regarding DASNY's engagement of any outside counsel.

DASNY will provide GOSR's General Counsel with a projected annual litigation budget for each matter. The GOSR General Counsel may approve or request modifications to this budget, and shall periodically monitor compliance with this approved budget. The GOSR General Counsel shall receive monthly updates from DASNY on the progress of the litigation and shall have authority to approve any and all settlements. All invoices or requests for payment shall be reviewed for cost reasonableness in accordance with HUD requirements.

Upon the conclusion of any such action, proceeding or lawsuit, should a court of competent jurisdiction make final binding determination of responsibility which allocates responsibility to DASNY, or DASNY's officers or employees for its or their grossly negligent acts or their grossly negligent failure to act or willful misconduct, DASNY agrees that GOSR's obligation to fund all costs associated with construction claims and litigation as described hereinabove shall not apply to the portion of any money judgment or other liabilities for which DASNY or DASNY's officers, agents or employees are found responsible allocated to such gross negligence or willful misconduct. To the extent that DASNY elects to appeal such a determination, DASNY and GOSR shall consult as to funding for such an appeal.

In the event that DASNY, with the approval of GOSR, brings a claim against a third party, GOSR shall provide DASNY with all amounts necessary to fully fund any and all costs of such action and, to the extent that GOSR fails to provide said funding, DASNY may, in its sole discretion, discontinue the action.

This provision shall not apply to the defense of any criminal matters brought against DASNY, its employees, agents, officers or directors, including but not limited to grand jury investigations.

V. Cooperation and Joint Responsibilities

The Parties hereby agree to cooperate to the best of their ability with each other and with other involved third parties with respect to resolution of issues involving the Project.

VI. Right of Access

The undersigned Participant hereby unconditionally authorizes DASNY, HTFC, GOSR and each of their respective employees, agents, consultants, contractors, assigns and/or representatives (collectively, the “**Project Managers**”), and the U.S. Department of Housing and Urban Development (“**HUD**”) and its employees, agents, assigns, consultants, contractors and/or representatives (together with the Project Managers, the “**Assistance Providers**”) to have the right of access and to enter in and onto the Property for the purpose of performing planning, design, and construction related services and any other NYRCR Program activities at, on, in or under the Property and related to the Project (collectively, the “**Authorized Work**”), all in connection with the Participant’s participation in the NYRCR Program.

VII. Use of Property

The Participant acknowledges that the Authorized Work is funded, in whole or in part, by HUD CDBG-DR grant funds, and that, as such, the Authorized Work is subject to certain Federal statutory and regulatory requirements, including but not limited to the Disaster Relief Appropriations Act, 2013 (Public Law 113-2), the Housing and Community Development Act of 1974, as amended (42 U.S.C. § 5301 *et seq.*), 24 C.F.R. Part 570, and various waivers and alternative requirements published by HUD in the Federal Register. In accordance with applicable requirements, the Participant shall not change the current use or dispose of the Property until at least five (5) years following the closeout of the CDBG-DR grant funding the Authorized Work. If the Participant wishes to change the current use or dispose of the Property prior to the expiration of that period, the Participant shall immediately notify GOSR, or their successors, and these parties shall confer regarding the proper course of action. In no event may the Participant change the current use or dispose of the Property prior to the expiration of the aforementioned five-year period without the prior written consent of GOSR, which GOSR may grant or withhold in its sole and absolute discretion. The Participant expressly acknowledges that a change in use or disposition of the Property may require the repayment of funds expended for the Authorized Work, and agrees to make any such repayment required by its change in use or disposition of the Property. This provision shall indefinitely survive the termination, for any reason, of this Agreement, until the expiration of the five-year period referenced in this provision.

VIII. Duplicate Funds

The Participant shall immediately notify GOSR, or their successors, if additional funds or in-kind assistance, from any source, related to the scope of the Authorized Work are made available to the Participant. This provision shall indefinitely survive the termination, for any reason, of this Agreement.

IX. Indemnification

The Participant shall and hereby agrees to hold harmless, defend (with counsel acceptable to GOSR and DASNY) and indemnify GOSR and DASNY and each and all of their respective successors, affiliates, or assigns, and any of their employees, officers, directors, attorneys, consultants, agents, managers, and affiliates, from and against any and all damages, costs, attorneys' fees, claims, expenses, injuries, property damage, causes of action, violations of law, violations of this Agreement, and losses of any form or nature arising from or related to the actions of the Participant, or the Participant's failure to act, in connection with the Project in accordance with the terms of this Agreement. This indemnity shall expressly include, but is not limited to, the obligation of the Participant to indemnify and reimburse GOSR and DASNY for any and all attorneys' fees and other litigation or dispute resolution costs incurred or to be incurred in GOSR's and/or DASNY's enforcement of this Agreement or any portion thereof against the Participant or otherwise arising in connection with the Participant's breach, violation, or other non-compliance with this Agreement. This clause shall survive indefinitely the termination of this Agreement for any reason.

X. Insurance

DASNY hereby agrees to insert language as follows into the contractor's insurance requirements set forth in its contract: "The Contractor shall defend, indemnify and save harmless DASNY, the State of New York, New York State Housing Trust Fund Corporation and the Participant, and when applicable, their respective representatives, construction manager, servants and employees from any and all claims of subcontractors, material men, or the employees thereof, arising out of or in connection with the work."

The Participant shall name DASNY, New York State, the New York State Housing Trust Fund Corporation, and any other Assistance Providers as additional insureds on all insurance policies related to the Property until the completion of the Project. If the Participant is self-insured, the Participant shall indemnify, defend, and hold harmless the Assistance Providers to the same extent as if the Assistance Providers were named insureds under the self-insurance policies or, if no self-insurance policies exist, to the broadest extent permitted under applicable law. This provision shall survive indefinitely the termination, for any reason, of this Agreement.

XI. National Flood Insurance Program

To the extent applicable, if the Property is located in the 100 year flood plain, the Participant shall purchase and maintain flood insurance, in accordance with federal law, and to provide documentation of same. The Participant understands that, under federal law, flood

insurance must be maintained for the life of the Property and that, in the event of a transfer of the Property, the Participant is required, on or before the date of transfer, to notify the transferee in writing, in documents evidencing the transfer of ownership of the Property, of the requirements to obtain and maintain flood insurance in perpetuity in accordance with federal law. This provision shall indefinitely survive the termination, for any reason, of this Agreement.

XII. Nondiscrimination

The Participant shall not discriminate against any person or business for employment based on race, color, religion, national origin, disability or family status. The Participant shall comply with the requirements of Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*), the Age Discrimination Act of 1965 (42 USC § 6101 *et seq.*), Section 504 of the Vocational Rehabilitation Act of 1963 (29 USC § 794), and Section 109, Title I of the Housing and Community Development Act of 1974, as amended. This provision shall indefinitely survive the termination, for any reason, of this Agreement.

XIII. Notices

Any notices or approvals required or permitted to be given hereunder shall be (i) personally delivered, (ii) given by mail, postage prepaid, return receipt requested, or (iii) by email. All notices and approvals shall be in writing and shall be deemed given, in the case of notice or approval by personal delivery, upon actual delivery, and in the case of appropriate mail or email, upon receipt by DASNY, GOSR and/or the Participant, as the case may be. The individuals listed below as the recipient of notices or approvals for the Participant shall also serve as the Participant's representatives on matters requiring action by the Participant designated representatives as such matters are so described in this Agreement.

Notices to the Participant shall be addressed to:

VILLAGE OF LINDENHURST
ATTN: SHAWN CULLINANE, VILLAGE CLERK TREASURER
430 SOUTH WELLWOOD AVENUE LINDENHURST, NY 11757
scullinane@villageoflindenhurstny.gov

Notices to GOSR shall be addressed to:

GOVERNOR'S OFFICE OF STORM RECOVERY
ATTN: DANIEL GREENE, GENERAL COUNSEL
25 BEAVER STREET, 5TH FL
NEW YORK, NEW YORK 10004
Daniel.greene@stormrecovery.ny.gov

With a copy to:

GOVERNOR'S OFFICE OF STORM RECOVERY

ATTN: NATALIE WRIGHT, DEPUTY EXECUTIVE DIRECTOR
25 BEAVER STREET, 5TH FL
NEW YORK, NEW YORK 10004
Natalie.wright@stormrecovery.ny.gov

Notices to DASNY shall be addressed to:

DORMITORY AUTHORITY OF THE STATE OF NEW YORK
MANAGING DIRECTOR OF CONSTRUCTION
515 BROADWAY
ALBANY, NEW YORK 12207

With a copy to its General Counsel at:

DORMITORY AUTHORITY OF THE STATE OF NEW YORK
GENERAL COUNSEL
515 BROADWAY
ALBANY, NEW YORK 12207

XIV. Termination

- A. This Agreement may be terminated at any time upon mutual written agreement of the Parties hereto.
- B. The Agreement may be terminated by GOSR for cause upon the failure of DASNY to comply with the material terms and conditions of this Agreement and to cure the noncompliance within the time specified below, provided that GOSR shall give DASNY written notice specifying DASNY's failure not less than thirty (30) days prior to the date upon which termination shall become effective. Such written notice shall be delivered in accordance with Article XIII. The date of such notice shall be deemed to be the date the notice is received by DASNY established by the receipt returned, if delivered by registered or certified mail, or by the receipt granted by DASNY, if the notice is delivered by hand. Such termination shall be effective thirty (30) days after receipt of such notice by DASNY, established by the receipt returned or granted, if DASNY fails to cure the noncompliance within such thirty (30) day period; or, if the noncompliance is of such a nature that it cannot, with due diligence, be cured completely within such thirty (30) day period, DASNY does not commence within such thirty (30) day period, or after commencing, does not diligently prosecute to completion, the cure of such noncompliance. In the event that such diligent prosecution extends beyond thirty (30) days from receipt of the notice of termination and subsequently is not prosecuted to completion, GOSR may terminate the Agreement effective immediately upon written notice delivered as herein provided. In the event of termination by GOSR pursuant to this subsection (B), GOSR shall pay DASNY all Project Costs (only to the extent below the Project Budget) incurred prior to the effective date of termination or arising from termination, including but not limited to DASNY fees arising from termination of

the Contract Documents awarded prior to termination of this Agreement. In the event of termination by GOSR pursuant to this subsection (B), DASNY agrees not to award any new Contract Documents and to minimize Project Costs and other costs and expenses (including those related to rendering safe and closing the Project site) arising after receipt by DASNY of the notification of termination.

- C. The Agreement may be terminated by DASNY for cause upon the failure of GOSR to comply with the material terms and conditions of this Agreement and to cure the noncompliance within the time specified below, provided that DASNY shall give GOSR written notice specifying GOSR's failure not less than thirty (30) days prior to the date upon which termination shall become effective. Such written notice shall be delivered via registered or certified mail, return receipt requested, or shall be delivered by hand with receipt granted by GOSR. The date of such notice shall be deemed to be the date the notice is received by GOSR established by the receipt returned, if delivered by registered or certified mail, or by the receipt granted by GOSR, if the notice is delivered by hand. Such termination shall be effective thirty (30) days after receipt of such notice by GOSR, established by the receipt returned or granted, if GOSR fails to cure the noncompliance within such thirty (30) day period; or, if the noncompliance is of such a nature that it cannot, with due diligence, be cured completely within such thirty (30) day period, GOSR does not commence within such thirty (30) day period, or after commencing, does not diligently prosecute to completion, the cure of such noncompliance. In the event that such diligent prosecution extends beyond thirty (30) days from receipt of the notice of termination and subsequently is not prosecuted to completion, DASNY may terminate the Agreement effective immediately upon written notice delivered as herein provided. In the event of termination by DASNY pursuant to this subsection (C), GOSR shall pay DASNY all Project Costs (only to the extent below the Project Budget) incurred prior to the effective date of termination or arising from termination, including but not limited to DASNY's fees arising from termination of the Contract Documents awarded prior to termination of this Agreement. In the event of termination by DASNY pursuant to this subsection (C), DASNY agrees not to award any new Contract Documents after receipt by GOSR of the notification of termination and to minimize costs and expenses (including those related to rendering safe and closing the Project site).
- D. The payment to DASNY by GOSR of any Project Costs pursuant to this Article XIV shall not be construed as a waiver of any of GOSR's rights under this Agreement or of any of GOSR's claims against DASNY, its contractors and subcontractors, and shall have no prejudicial effect on GOSR's enforcement of such rights or prosecution of such claims.
- E. In the event that either GOSR or DASNY terminates this Agreement for cause, GOSR and the Participant shall work in good faith to pursue alternative methods of implementation of the Program Plan, to the extent practicable and to the extent such alternative methods do not exceed the Project Budget.

XV. Amendments to this Agreement

This Agreement may not be changed or modified orally, but only by an agreement in writing and signed by the all Parties.

XVI. Laws of New York State

This Agreement shall be governed by and construed under the laws of the State of New York without giving effect to its conflict of law principles. Nothing in the Agreement shall preclude any Party from seeking injunctive relief to protect its rights under this Agreement.

The Parties consent to and agree that any and all disputes arising out of or relating in any way to the Agreement shall be subject to the exclusive jurisdiction of the state courts or Federal District Courts of New York. The Parties consent to the jurisdiction of such courts, agree to accept service of process by mail, and waive any jurisdictional or venue defenses otherwise available.

XVII. Provisions Required by Law Deemed Inserted

Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed inserted therein and this Agreement shall be read and shall be enforced as though so included therein.

XVIII. Compliance with Laws, Rules and Regulations

The Parties shall comply fully with all applicable laws, rules and regulations.

XIX. Assignment

Neither DASNY, GOSR, nor the Participant shall assign this Agreement without prior written consent of the other Parties.

XX. Waiver

Failure on the part of any of the Parties to insist, in any one or more instances, upon strict performance of any term or condition herein contained shall not be deemed a waiver or relinquishment of such term or condition, but the same shall remain in full force and effect.

XXI. Independent Contractor

It is mutually understood and agreed by the Parties that an independent contractor relationship be hereby established under the terms of this Agreement and that DASNY and any employees of DASNY are not, nor shall they be deemed to be, employees of GOSR or the Participant.

XXII. Severability

If any provision of this Agreement proves to be illegal, invalid or unenforceable, the remainder of this Agreement will not be affected by such finding, and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

XXIII. Entire Agreement

This Agreement constitutes the sole and complete agreement and understanding of the Parties with respect to the rights granted herein and supersede all prior written or oral agreements and understandings with respect to the rights granted herein.

XXIV. Executory Clause

The Parties recognize and acknowledge that the obligations of GOSR and the Participant under this Agreement are subject to administration of the CDBG-DR program by the United States Department of Housing and Urban Development and all CDBG-DR funds are subject to audit, disallowance, and repayment as set forth in the DASNY SRA. Therefore, this Agreement shall be deemed executory only to the extent of the CDBG-DR funds available. GOSR shall have no liability under this Agreement beyond CDBG-DR funds in the Project Budget available for payment pursuant to the Executed Work Order(s).

[remainder of this page intentionally left blank]

IN WITNESS WHEREOF, this Agreement has been duly executed the date and year first written above.

GOVERNOR'S OFFICE OF STORM RECOVERY

By: _____
Name: _____
Title: _____

VILLAGE OF LINDENHURST

By: _____
Name: THOMAS A. BRENNAN
Title: MAYOR

**DORMITORY AUTHORITY OF THE
STATE OF NEW YORK**

By: _____
Name: Stephen A. Cirro
Title: Managing Director, Construction

APPENDIX C:
*LMI Calculation
to Support Activity Beneficiary Form*

Local Emergency Center Permanent Generator / Lindenhurst Rainbow Senior Center LMI Calculation

Local Emergency Center Permanent Generator / Lindenhurst Rainbow Senior Center LMI Calculation				
CDP Name	State	low	lowmod	lowmoduniv
Lindenhurst village, New York	NY	4,065	8,200	27,385
				LMI % 29.94%
				Low % 14.84%
				Mod % 15.10%
				Med % 27.99%

Data Source:

Low- and moderate-income (LMI) persons for area benefit activities were determined using the Village of Lindenhurst Census Designated Place (CDP) data found at:

<https://www.hudexchange.info/manage-a-program/acs-low-mod-summary-data-local-government/>