

SPACE

STONY POINT ACTION COMMITTEE FOR THE ENVIRONMENT

PO Box 100 • Stony Point, NY 10980 • 845-429-2020

stonypointer@optonline.net

Christopher Lawrence
U.S. Department of Energy
Management and Program Analyst
Transmission Permitting and Technical Assistance
Office of Electricity
Email: Christopher.Lawrence.hq.doe.gov

May 18, 2020

Re: Comments on DOE Docket No. PP-362-1: Champlain Hudson Power Express, Inc. and CHPE, LLC: Application to Rescind Presidential Permit and Application for Presidential Permit, application of Champlain Hudson Power Express, Inc. (CHPEI) and CHPE, LLC (together, the Applicants) to transfer to CHPE, LLC ownership of the facilities owned by CHPEI and authorized for cross-border electric power transmission via a high voltage direct current line (the Project) by Presidential Permit No. PP-362, dated October 6, 2014 (PP-362 or the Permit) .¹ The Project is being developed by TDI, a Blackstone portfolio company.

www.transmissiondevelopers.com

The Stony Point Action Committee for the Environment, (SPACE), is grateful that the Department of Energy has provided this opportunity for the submission of written public comments. We are writing this letter to express our concern about the need for greater transparency in the review process. The project has changed multiple times and in fact the trajectory change within the County of Rockland , New York will have a significant financial impact on the communities of Stony Point, Haverstraw, West Haverstraw, Village of Haverstraw and Clarkstown “The Rockland Host Communities”.

¹ On April 6, 2020, the Applicants requested that the Department of Energy (DOE) amend, or in the alternative, rescind and reissue PP-362 to enable the transfer of the Permit from CHPEI to its affiliate CHPE, LLC (the Application). On April 16, 2020, the Department of Energy (DOE) issued a Notice of “Application to Rescind Presidential Permit; Application for Presidential Permit; Champlain Hudson Power Express, Inc. and CHPE, LLC.” (the Notice). 85 Fed. Reg. 74 (April 16, 2020). <https://www.energy.gov/oe/services/electricity-policy-coordination-and-implementation/international-electricity-regulation/pending-applications>

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In addition there are circumstances and points of note that have not been brought to the attention of the residents of Rockland County NY.

December 6, 2019 is the first time that the route trajectory details, the Change of Ownership, the Route Resolutions for the New Rockland Route have been seen, (website below)

<https://chpexpress.com/overview-of-public-documents/regulatory-documents/>

Proposed Route Modifications for the Champlain Hudson Power Express

12/06/2019

Transmission Developers Inc. submitted a petition to the New York Public Service Commission to approve modifications to the route contained in the Champlain Hudson Power Express Article VII Permit. The refinements, which affect less than nine percent of the permitted route are the result of ongoing project engineering, environmental improvements, and discussions with community stakeholders. Taken together, the modifications provide a net environmental benefit and are consistent with the existing permit.

[Cover Letter](#)

[Route Modification Petition](#)

[Appendix A – Location of Facilities on USGS Mapping](#)

[Appendix B – Location of Facilities on NYSDOT Mapping](#)

[Appendix C – Location of Facilities on Aerial Photography](#)

[Appendix D – Resolutions from Communities](#)

[Appendices E and F – Real Estate and Newspaper Articles](#)

[Appendix G – Environmental Impacts](#)

[Appendix I – Analysis of Local Laws](#)

SOURCE: TDI Website (May 18, 2020)

How then can the public understand the repercussions of the “New Route” without knowing what the trajectory is as presented within these maps? The Towns of, Stony Point, Haverstraw, Clarkstown and the villages of Haverstraw and West Haverstraw compromise “The Rockland Host Communities” have signed an MOU or as it has been renamed Appendix D- Route Resolutions, (posted on the NYS PSC web site on December 6, 2019) with the Champlain Hudson Power Express Inc. (“CHPE”) for monetary compensation that requires the Host Communities to support whatever modifications CHEPI wants to make. These documents were signed respectfully on April 4, 2018 (Village of Haverstraw) April 5, 2018 (Town of Haverstraw) April 4, 2018 (Village of West Haverstraw), March 28, 2018 (Town of Clarkstown) and on

July 25, 2018 (Town of Stony Point). The filing on the New York State Public Service Commission is incomplete as it states clearly that there is a “Haverstraw Bay Community

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Benefits Fund” Package attached to these documents, (Appendix D- Route Resolutions) yet it is not filed, where is this document, more so whose name is it in and how does this filing affect the unknown monies offered to the Haverstraw Bay Community Benefits Package? Do the deadlines within these documents affect their overall legality?

Attached is an (undated) copy of a letter from Stony Point Supervisor, Jim Monaghan to the members of the NYS Public Service Commission expressing town support of the amended route.

- a. I object to the supervisor’s assertion in the letter that TDI has *“thoroughly briefed public officials and members of the public on this modification...”* and object to his *“complete support for the proposed CHPE route modification within Rockland County”* without requiring that TDI provide the route maps at the time the meetings were held.
- b. In fact we believe that the letters submitted in support of the New North Rockland Route by the supervisors of the Town of Stony Point, the Village of Haverstraw and the Village of West Haverstraw were all form letters that TDI expected the municipalities to sign as a condition of having agreed to receive monies as promised in the Memorandum of Understanding (MOU).

Please address the repercussions to the Host Communities, with “The Applicants’ April 6, 2020 application states the Applicants “request that PP-362 be amended to name CHPE, LLC as the permittee, or in the alternative, rescinded and reissued to CHPE, LLC, to reflect the recent internal corporate restructuring that resulted in the creation of CHPE, LLC for business-related purposes.” And the relationship as delineated within Appendix D Route Resolutions.

Please identify the entity that has made the application and will in fact be the “Legal Entity” of record. The presentations made to the communities were done under the name TDI-Transmission Developers Inc., and the Champlain Hudson Power Express Inc. (their letterhead on the MOU signed by the Town of Stony Point), what entity is actually going to build within our communities and are any of the legal documents under different names applicable or legal?

The Champlain Hudson Power Express / TDI-Transmission Developers Inc. have indicated its interest in increasing the capacity of the line to 1250 MW which is not in compliance with the Appendix D Route Resolutions, “MOU’s” as submitted to the NYS PSC on December 6, 2019 – titled, “Resolutions from Communities.” nor is that in compliance with the existing PP-362.

Websites accessed on May 18, 2020

Transmission Developers Inc. <http://www.transmissiondevelopers.com/>

Champlain Hudson Power Express <https://chpexpress.com/project-overview/>

The NEW ROUTE through Rockland County requires a public hearing:

Has TDI addressed the NYS Department of Transportation (DOT) letter of May 22, 2018 concerning the new, redirected route of CHPEI onto NYS Route 9W, through the center of the business district in Stony Point?

- a. An Environmental Impact Study and public hearing needs to be conducted for the NEW NORTH ROCKLAND ROUTE now being proposed through Route 9W – the main North Rockland COMMERCIAL Corridor for the Town of Stony Point and Village of West Haverstraw, NY.
- b. Town of Stony Point, Village of West Haverstraw and the Village of Haverstraw residents and businesses, many of whom had attended the public hearings and were familiar with the original Hudson River Route along the CSX Railroad, now want to better understand the details of the NEW ROUTE and its potential impacts along the Route 9W Business District.
- c. The DOE **MUST ADDRESS, how the Right of Way for CHPEI will be managed** within the “New North Rockland” Route as it pertains to existing infrastructure, what happens when repairs need to be made, who has legal jurisdiction over the right of way especially in an emergency situation?
- d. Will CHPEI be installed over existing utilities such as – cable, telephone, electric and or natural gas lines, sewer and water lines?
- e. The expected construction disruption to our local businesses on the Route 9W corridor is of even greater concern now with many of our local business still reeling from the economic impact of the shutdown during COVID-19.
- f. SPACE has long-advocated that CHPEI has to provide funds for an independent engineering firm, hired by the Town of Stony Point, to review the site plan/maps and ensure that the town’s best interests and potential for future use of the 9W Business Corridor are being developed in an environmentally sustainable way that protects the future town use and capability of the 9W Business Corridor to support smart growth and allow for utility access that supports and does not interrupt future potential economic development.

Riverkeeper has withdrawn it's support for the TDI CHPE Project

In a PRESS RELEASE dated November 18, 2019, Riverkeeper, Inc. withdrew its initial support for the permitting of the Champlain Hudson Power Express, citing the changing energy landscape in New York State that includes the advancement of renewable energy due soon to come online and reductions in overall energy demand today that has drastically changed since April 2013 when Riverkeeper had originally supported the project after receiving assurances that it would not lead to the construction of new dams in Canada.

However, it now seems evident that CHPEI would likely increase the risk of new dam construction, which would lead to greater river and habitat destruction as well as additional negative impacts to the health, quality of life and cultural identity of Canada's indigenous communities.

SPACE agrees with Riverkeeper that this development represents a significant change that questions the entire premise of CHPE actually being a source of renewable "green" energy.

Riverkeeper's PRESS RELEASE states:

"Riverkeeper has consistently stated that we would only support the CHPE project if it did not result in additional dam construction in Canada. In the six and one half years since our original decision not to oppose the permitting of CHPE, new risks have arisen that, if TDI does build this project and bring 1,000 MW of Canadian Hydropower to New York, it would increase the likelihood that new Canadian dams would be constructed. This construction would cause significant adverse impacts to the flow, function and ecology of the rivers and northern boreal forests involved, which lie in an area where the amount of power produced per acre of flooded land is among the lowest in the world."

The entire Riverkeeper statement can be read at this link:

<https://www.riverkeeper.org/news-events/news/energy/riverkeeper-statement-regarding-the-champlain-hudson-power-express/>

Thank you for your interest and consideration of our comments.

Susan Filgueras

Susan Filgueras

Board Member, SPACE

Stony Point Action Committee for the Environment, Inc.

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stonypointer@optonline.net

845-429-2020

Facebook: [@SPACEStonyPoint](#)

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CC:

Rockland County Executive,	Ed Day,	CountyExec@co.rockland.ny.us
Supervisor Town of Stony Point,	Jim Monyahan	supervisor@townofstonypoint.org
Town of Stony Point Councilman,	Karl Javenes,	Kjavenes@townofstonypoint.org
Town of Stony Point Councilman,	Michael Puccio,	MPuccio@townofstonypoint.org
Town of Stony Point Councilman,	Thomas Basile,	TBasile@TownofStonyPoint.org
Town of Stony Point Councilman,	Paul Joachim,	PJoachim@townofstonypoint.org
Supervisor Town of Haverstraw,	Howard Phillips,	supervisor@townofhaverstraw.org
Mayor Village of Haverstraw,	Michael Kohut	michael.kohut@vohny.com

Mayor Village of West Haverstraw, Robert R. D'Amelio
130 Samsondale Avenue,
West Haverstraw, NY 10993

Hon. Michelle L. Phillips Secretary
Public Service Commission
Three Empire State Plaza
Albany, New York 12223-1350

By email to:

Hon. Michelle L. Phillips secretary@dps.ny.gov

|Annie Wilson awilsonenergy@gmail.com

Jacqui Dreschler jacqui flute456@gmail.com

SPACE Board of Directors stonypointer@optonline.net

Media

Attachments:

- 1- May 22, 2018- NYS Dept of Transportation Letter, RE: SEQR 18-053 Route 9W Champlain Hudson Pipeline Permit Rockland County
- 2- May 13, 2020 -Town of Stony Point Letter of Support
- 3- May 13, 2020 Village of Haverstraw Letter of Support
- 4- May 13, 2020 Village of West Haverstraw Letter of Support
- 5- CHPE- Appendix D Route Resolutions

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Town Of Stony Point

JAMES MONAGHAN
OFFICE OF THE SUPERVISOR
74 East Main Street
Stony Point, New York 10980



Tel: (845) 786-2716 ext 111 ~ Fax (845) 786-3248
www.townofstonypoint.org
Email: supervisor@townofstonypoint.org

To the Members of the NYS Public Service Commission,

I am writing on behalf of the Town of Stony Point in support of the route amendments proposed for the Champlain Hudson Power Express project. The project will pass through our community. Representatives from Transmission Developers, Inc. ("TDI") have thoroughly briefed public officials and members of the public on this modification and our [Town/Village] has passed a supportive resolution. In March of 2018, we signed a Memorandum of Understanding with other municipalities and TDI in an effort to move the process forward.

The originally-permitted Rockland County route encountered significant public opposition from residents, businesses and all elected officials representing the communities that would be affected by the project, which passed under a Revolutionary War battlefield, along the fringe of a Revolutionary War cemetery and behind municipal recreational facilities and homes. Something better needed to be achieved and, through hard work and sound engineering, it was.

We are grateful that TDI listened to the ideas and concerns of both the community and its elected officials and are now proposing an amendment to their Article VII permit seeking approval for a modified route in Rockland County. The new route, which travels from the Town of Stony Point through the Town of Haverstraw and the Villages of West Haverstraw and Haverstraw, returning to the Hudson River in Clarkstown, involves sections of primary business districts along Route 9W, and the impacts of construction in these areas has been discussed with business owners and residents who would be impacted by this change.

TDI undertook an extensive outreach program prior to proposing the modification including hosting public forums in order to better educate the public about the project, address any concerns and to obtain input on the modified route. The community understands that there will be intermittent traffic interruptions during the two year period of seasonal construction, but we are confident that the careful mitigation strategies being developed by TDI will reduce negative impacts as much as is possible. TDI understands the potential impact on business and homeowners and has been frank with the community about these possible temporary impacts.

We note that TDI has committed to a generous community benefit program and an expansive road restoration and streetscape fund to compensate for construction impacts. The company also has committed to establishing a local outreach office, having an onsite employee available during construction and a hot line for prompt handling of concerns. In all respects, construction work will be closely coordinated with NYS DOT in order to minimize negative community impacts. For example, TDI has agreed to modify construction periods based on neighborhood requests and is willing, when appropriate, to perform work at night. We are aware that the 9W corridor falls under DOT jurisdiction and that they are working with TDI to address engineering issues. In no way is our support intended to sidestep DOT's authority but, rather, to simply express our preference for this alternate to the permitted route.

All in all, TDI has worked closely and constructively with our residents, our businesses and our leaders to protect the places where we live and work.

We would like to have entered into the record our complete support for the proposed CHPE route modification within Rockland County. Thank you for your consideration of this statement of community support.

Sincerely,

A handwritten signature in black ink, appearing to read "Jim Monaghan", with a stylized flourish at the end.

Jim Monaghan
Supervisor, Town of Stony Point



TOWN OF HAVERSTRAW

HOWARD T. PHILLIPS, JR.

Supervisor

ISIDRO CANCEL
JOHN J. GOULD
Councilmen

MICHAEL J. GAMBOLI
Director of Finance

VINCENT J. GAMBOLI
HECTOR L. SOTO
Councilmen

WILLIAM M. STEIN
Town Attorney

May 8, 2020

To the Members of the NYS Public Service Commission,

I am writing on behalf of the Town of Haverstraw in support of the route amendments proposed for the Champlain Hudson Power Express project. The project will pass through our community. Representatives from Transmission Developers, Inc. ("TDI") have thoroughly briefed public officials and members of the public on this modification and our [Town/Village] has passed a supportive resolution. In March of 2018, we signed a Memorandum of Understanding with other municipalities and TDI in an effort to move the process forward.

The originally-permitted Rockland County route encountered significant public opposition from residents, businesses and all elected officials representing the communities that would be affected by the project, which passed under a Revolutionary War battlefield, along the fringe of a Revolutionary War cemetery and behind municipal recreational facilities and homes. Something better needed to be achieved and, through hard work and sound engineering, it was.

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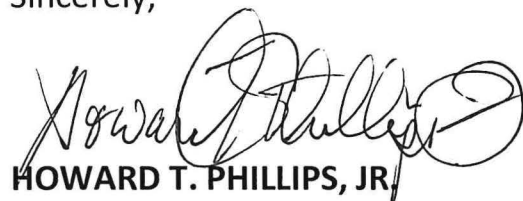
TOWN OF HAVERSTRAW

the two year period of seasonal construction, but we are confident that the careful mitigation strategies being developed by TDI will reduce negative impacts as much as is possible. TDI understands the potential impact on business and homeowners and has been frank with the community about these possible temporary impacts.

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All in all, TDI has worked closely and constructively with our residents, our businesses and our leaders to protect the places where we live and work. We would like to have entered into the record our complete support for the proposed CHPE route modification within Rockland County. Thank you for your consideration of this statement of community support.

Sincerely,



HOWARD T. PHILLIPS, JR.
Supervisor

MAYOR
Robert R. D'Amelio

TRUSTEES
Frances R. Nardi
Robert J. Lagrow
Ramon Lopez
Ralph W. Kirschkel



VILLAGE CLERK
O. Fred Miller
DEPUTY VILLAGE CLERK/TREASURER
Catherine B. Kopf
VILLAGE ATTORNEY
John S. Edwards
CONFIDENTIAL ASST. TO THE
MAYOR
Katherine M. Welsh

May 5, 2020

To the Members of the NYS Public Service Commission,

I am writing on behalf of The Village of West Haverstraw in support of the route amendments proposed for the Champlain Hudson Power Express project. The project will pass through our community. Representatives from Transmission Developers, Inc. ("TDI") have thoroughly briefed public officials and members of the public on this modification and our Village has passed a supportive resolution. In March of 2018, we signed a Memorandum of Understanding with other municipalities and TDI in an effort to move the process forward.

The originally-permitted Rockland County route encountered significant public opposition from residents, businesses and all elected officials representing the communities that would be affected by the project, which passed under a Revolutionary War battlefield, along the fringe of a Revolutionary War cemetery and behind municipal recreational facilities and homes. Something better needed to be achieved and, through hard work and sound engineering, it was.

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We would like to have entered into the record our complete support for the proposed CHPE route modification within Rockland County. Thank you for your consideration of this statement of community support.

Sincerely,

A handwritten signature in black ink, appearing to read "RRDaf", written over the printed name.

Robert R. D'Amelio
Mayor

X. Town of Stony Point

MOU CHAMPLAIN HUDSON POWER EXPRESS

A motion was made by Supervisor Monaghan, seconded by Councilman White and **unanimously carried by a voice vote of all board members present, with Councilman Basile voting no** to approve the Memorandum of Understanding for the Champlain Hudson Power Express as submitted.

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (the "MOU") effective as of January 1, 2017 by and among Champlain Hudson Power Express, Inc. ("CHPEI"), the Town of Clarkstown, the Town of Haverstraw, the Village of Haverstraw, the Village of West Haverstraw, and the Town of Stony Point (the "Rockland Host Communities") in Rockland County, New York State (each a "Party", and collectively the "Parties")

WITNESSETH THAT

WHEREAS, CHPEI is developing the Champlain Hudson Power Express Project (the "Project"), a 1,000 MW underground and underwater high voltage, direct current ("HVDC") electric transmission facility extending from the United States' border with Canada to Queens, New York;

WHEREAS, CHPEI is in receipt of all federal and state siting approvals necessary in order to authorize the construction and operation of the Project, namely, a Presidential Permit issued by the U.S. Department of Energy, a permit issued by the U.S. Army Corps of Engineers, and a Certificate of Environmental Compatibility and Public Need issued by the New York State Public Service Commission (the "Article VII Certificate");

WHEREAS, the Project route within Rockland County, as approved by the Article VII Certificate, includes approximately 5.5 miles located on right-of-way property owned by CSX Transportation, Inc. (the "Rail ROW") and approximately 0.5 miles on U.S. Route 9W in the Town of Clarkstown (the "Original Rockland Routing");

WHEREAS, feedback from the local community with regard to the Original Rockland Routing has led CHPEI to develop an alternative routing (the "New Rockland Routing") that will increase the Project route mileage along U.S. Route 9W to a total of approximately 7.1 miles, with an additional 1.1 miles on other incidental parcels of property and Park Road in Stony Point as such alternative routing is shown in the attached Exhibit "A";

WHEREAS, the New Rockland Routing eliminates reliance on the Rail ROW, with a view towards decreasing environmental, historical, and community impacts and increasing constructability;

WHEREAS, the New Rockland Routing extends along U.S. Route 9W northwards from the Town of Clarkstown through the Villages of West Haverstraw and Haverstraw and the Town of Stony Point;

WHEREAS, making the New Rockland Routing part of the Project design will entail seeking and obtaining an amendment to the Article VII Certificate, and, potentially, amendments to the Project's federal siting approvals (the "Federal Permits");

WHEREAS, CHPEI, the Rockland Host Communities, and engineers and consultants advising or employed by the Rockland Host Communities have reviewed the New Rockland Routing substantially in the form that CHPEI intends to submit to the New York State Public Service Commission (the "PSC") as part of its application for a modification of the Article VII Certificate (the "PSC Application") and, potentially, to the U.S. Department of Energy and the U.S. Army Corps of Engineers as part of applications for amendments to the Federal Permits;

WHEREAS, CHPEI anticipates applying to the Rockland County Industrial Development Agency (the "Rockland IDA") for the financial certainty afforded qualifying projects pursuant to Title 1 of Article 18-A of the New York State General Municipal Law, and, in particular, for a Payment In Lieu of Taxes Agreement, which will ensure that a mutually-agreed to and predictable stream of annual revenue is paid by CHPEI to the Rockland Host Communities and the relevant school districts (the "IDA Application");

WHEREAS, CHPEI believes that endorsement of the Project and the New Rockland Routing by the legislative bodies of the Rockland Host Communities is an

essential prerequisite to filing the PSC Application, the IDA Application, and applications for amendments to the Federal Permits;

WHEREAS, CHPEI intends to file the PSC Application in early 2018 and the IDA Application sometime thereafter with on-the-record support from the Rockland Host Communities as provided for herein;

WHEREAS, CHPEI acknowledges that the New Rockland Routing will entail installing the Project cables in local roads and in a state highway that serves as a primary transportation artery extending through a particularly dense and diverse urban and suburban landscape, and such installation will cause temporary disruptions and inconveniences to citizens and businesses;

WHEREAS, recognizing the distinct character of these disruptions and inconveniences, CHPEI has developed a program of community benefits, including \$9 million in streetscape improvements (the "Streetscape Funding") and a Haverstraw Bay Community Benefit Fund in the amount of \$22 million to support capital projects within the Rockland Host Communities (the "Fund");

WHEREAS, specific details regarding the Fund, the Streetscape Funding, and the real property taxes (collectively, the "Benefits Package") to be paid by CHPEI to the Rockland Host Communities and the relevant school districts have been assembled and are set forth in a written proposal, which is attached hereto as Exhibit "B";

WHEREAS, CHPEI is prepared to publicly release the details of the Benefits Package and include it in the PSC Application, with a recommendation that it be incorporated into the terms and conditions of the revised Article VII Certificate;

WHEREAS, the Rockland Host Communities are prepared to publicly announce their support for the Project (including for the New Rockland Routing); and

WHEREAS, the legislative bodies of the Rockland Host Communities have approved the terms of this MOU and have authorized and directed their chief executive officers to subscribe on their behalfs to this MOU;

NOW, THEREFORE, in consideration of the foregoing, the terms stated below, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. PUBLIC ANNOUNCEMENT

As soon as possible following execution of this MOU, the Parties will agree upon a joint public statement regarding execution of the MOU. This statement will include expressions of support for the Project (including for the New Rockland Routing) from the Rockland Host Communities and will announce CHPEI's offer of the Benefits Package. The Parties believe that time is of the essence with respect to release of this statement, and they intend to begin work on the text as soon as practicable after this MOU has been signed by all of the Parties.

2. FOLLOW-UP ACTIVITIES

The Parties will cooperate in good faith with respect to implementation of the Benefits Package and preparation and filing of the PSC Application and the IDA Application. Furthermore, in the event that CHPEI determines to file any applications for amendments to the Federal Permits in connection with the New Rockland Routing, the Rockland Host Communities will indicate their on-the-record support for any such applications in a timely manner.

3. CONDITION PRECEDENT

The Parties understand and agree that implementation of the Benefits Package is contingent upon CHPEI undertaking the multi-year Project construction phase, after securing all necessary permits and approvals, including, without limitation, a revised Article VII Certificate approving the New Rockland Routing; obtaining full debt and equity funding for all of the costs of Project construction; and advancing to commercial operations on a timeline that substantially conforms to the anticipated development schedule, which currently calls for construction to commence by 2019. Furthermore, the Parties understand and agree that 50% of the Fund will be made available at the time of the completion of the Project's construction funding (the "First Fund Installment") and the remaining 50% will be made available at the time of initiation of Project commercial operations (the "Second Fund Installment"). The Streetscape Funding will be disbursed during the Project construction period pursuant to agreed-upon protocols, but in no event will any disbursement occur earlier than the date upon which the First Fund Installment is made available. For the purposes of this MOU, "completion of the

Project's construction funding" will be deemed to have occurred as of the date upon which funds sufficient to satisfy all anticipated costs of Project construction have been made available to CHPEI through the securing of equity and debt investments in CHPEI for that purpose and "initiation of Project commercial operations" will be deemed to have occurred as of the date upon which testing and commissioning of the Project is completed, the New York Independent System Operator has been advised of the energizing of the Project, and the first transmission of supply pursuant to a commercial arrangement with a customer or customers has taken place.

4. HANDLING OF AMOUNTS DEPOSITED IN AND EFFECT OF SUSPENSION OF PROJECT DEVELOPMENT ON THE FUND

The Rockland County Host Communities will have discretion regarding the disbursement of their allocable portions of the Fund and the Streetscape Funding, consistent with applicable law and the Benefits Package itself. Neither the First Fund Installment nor the Second Fund Installment shall be refundable. Similarly, disbursed Streetscape Funding shall not be refundable.

5. CONSTRUCTION PERIOD PROTOCOLS

In the preparation and execution of its Project construction program in the Rockland Host Communities, CHPEI will take into account local conditions and appropriately mitigate disruptions and inconveniences to the greatest possible extent.

6. CONSENT TO USE AND OCCUPANCY

To the extent that any of the Rockland Host Communities are the actual owners of any lands, rights-of-way, or other property interests upon which the New Rockland Routing is located, such municipal body hereby consents to the use and occupancy of such lands by CHPEI and the Project.

7. FURTHER ASSURANCES

The Parties agree that they will, at any time and/or from time to time and upon request, do, execute, acknowledge and deliver, or will cause to be done, executed, acknowledged and delivered, all such further acts, instruments, documents, forms, certificates, and assurances as may reasonably be required for the accomplishment of the purposes of the Parties as set forth in this MOU.

GENERAL PROVISIONS

A. ASSIGNMENT

No Party may assign this MOU without the prior written consent of the other Party, which consent shall not unreasonably be withheld, delayed, or conditioned.

B. GOVERNING LAW AND FORUM

This MOU shall be governed by and construed in accordance with the laws of the State of New York, without regard to the conflict of laws principles thereof, and the Parties irrevocably consent to the exclusive jurisdiction of the courts of the State of New York.

D. AMENDMENTS

No change or modification of this MOU shall be valid unless it is in writing and signed by each and every Party hereto.

E. NO PARTNERSHIP OR AGENCY RELATIONSHIP

Notwithstanding any other provision contained herein, this MOU shall not constitute, create, or imply any partnership, joint venture, agency, or fiduciary relationship between the Parties.

F. COSTS

Each Party shall bear its own costs and expenses in connection with all matters relating to this MOU, including, without limitation, the costs and expenses of its legal and other advisors and internal costs and expenses.

G. LIMITATION OF LIABILITY

Under no circumstances shall a Party or any of their respective officers, directors, members, partners, shareholders, employees, agents, or affiliates be liable for: consequential, incidental, or indirect damages; lost profits or opportunities; increased cost of capital; loss of income, revenue, or use; or other business interruption costs, losses, or damages, regardless of whether the same arise out of statute or operation of law; sound in tort, contract, or otherwise; or relate to or are the result of any performance, mis-performance, or non-performance of any activity contemplated by this MOU.

IN WITNESS WHEREOF, the Parties have executed this MOU by affixing the signatures of the undersigned duly authorized representatives as of the date appearing in the spaces indicated.

Champlain Hudson Power Express, Inc.

EXECUTIVE SESSION

At 7:30 pm a motion was made by Supervisor Monaghan, seconded by Councilman Basile and **unanimously carried** by a voice vote of those board members present to adjourn into executive session to discuss personnel matters regarding Parks & Recreation. No further votes will be taken.

ADJOURN

The January 23, 2018 Stony Point Town Board meeting adjourned at 7:45pm and no additional votes were taken.

Respectfully submitted

Joan Skinner, Town Clerk

XI. Town of Haverstraw

24. MEMORANDUM OF UNDERSTANDING WITH CHAMPLAIN HUDSON
POWER EXPRESS, INC.

RESOLVED, THAT THE TOWN BOARD OF THE TOWN OF HAVERSTRAW
DOES HEREBY AUTHORIZE THE SUPERVISOR TO ENTER INTO A
MEMORANDUM OF UNDERSTANDING WITH CHAMPLAIN HUDSON POWER
EXPRESS, INC. IN REGARD TO THE PROPOSED ELECTRIC TRANSMISSION
FACILITY ALONG ROUTE 9W.

HAVERSTRAW TOWN BOARD
JANUARY 22, 2018

STATE OF NEW YORK }
ROCKLAND COUNTY } ss:
TOWN OF HAVERSTRAW }

I, Raquel Ventura, Clerk of said Town of Haverstraw, County of Rockland, hereby certify that I have compared the foregoing resolution of the Town Board, January 22, 2018, with the original now on file in said office, and find the same to be a true and correct transcript therefrom and of the whole of such original.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the seal of said Town of Haverstraw, this 5th day of April 2018

Raquel Ventura.....Town Clerk

XII. Village of West Haverstraw

RESOLUTION AUTHORIZING EXECUTION OF MEMORANDUM OF UNDERSTANDING WITH CHAMPLAIN HUDSON POWER EXPRESS, INC.

WHEREAS, Champlain Hudson Power Express, Inc. ("CHPEI") is developing the Champlain Hudson Power Express Project (the "Project"), a 1,000 MW underground and underwater high voltage, direct current

("HVDC") electric transmission facility extending from the United States' border with Canada to Queens, New York; and

WHEREAS, CHPEI has represented that is in receipt of all federal and state siting approvals necessary in order to authorize the construction and operation of the Project, subject to amendments made necessary by recent changes to the project route within Rockland County (the "New Rockland Routing") intended to decrease environmental, historical, and community impacts and increase constructability, namely, a Presidential Permit issued by the U.S. Department of Energy, a permit issued by the U.S. Army Corps of Engineers, and a Certificate of Environmental Compatibility and Public Need issued by the New York State Public Service Commission (the "Article VII Certificate"); and

WHEREAS, the New Rockland Routing, as approved by the Article VII Certificate, includes approximately 7.1 miles on U.S. Route 9W in Rockland County, of which approximately .9 mile lies within the Village of West Haverstraw; and

WHEREAS, CHPEI anticipates applying to the Rockland County Industrial Development Agency (the "Rockland IDA") for the financial certainty afforded qualifying projects pursuant to Title 1 of Article 18-A of the New York State General Municipal Law, and, in particular, for a Payment In Lieu of Taxes Agreement, which will ensure that a mutually-agreed to and predictable stream of annual revenue is paid by CHPEI to the Rockland communities impacted by the project (the "Rockland Host Communities") and the relevant school districts; and

WHEREAS, CHPEI believes that endorsement of the Project and the New Rockland Routing by the legislative bodies of the Rockland Host Communities is an essential prerequisite to filing the PSC Application, the IDA Application, and applications for amendments to the Federal Permits; and

WHEREAS, CHPEI acknowledges that the New Rockland Routing will entail installing the Project cables in local roads and in a state highway that serves as a primary transportation artery extending through a particularly dense and diverse urban and suburban landscape, and such installation will cause temporary disruptions and inconveniences to citizens and businesses; and

WHEREAS, recognizing the distinct character of these disruptions and inconveniences, CHPEI has developed a program of community benefits, including \$9 million in streetscape improvements (the "Streetscape Funding") and a Haverstraw Bay Community Benefit Fund in

the amount of \$22 million to support capital projects within the Rockland Host Communities (the "Fund"); and

WHEREAS, specific details regarding the Fund, the Streetscape Funding, and the real property taxes (collectively, the "Benefits Package") to be paid by CHPEI to the Rockland Host Communities and the relevant school districts have been assembled and are set forth in a written Memorandum of Understanding between and amongst the parties; and

WHEREAS, CHPEI is prepared to publicly release the details of the Benefits Package which includes benefits to the Village of West Haverstraw totaling \$4,728,572, and estimated annual tax revenues of approximately \$95,000; and

WHEREAS, the Village Board has reviewed the material terms of the MOU, and, subject to final review and approval by the Village Attorney with respect to form and legality, supports its execution,

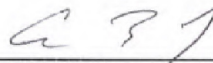
NOW, THEREFORE, in consideration of the foregoing, the Village Board hereby expresses its support for the Project, and approves MOU, subject to final review by the Village Attorney as to form and legality, and authorizes the Mayor to execute same on behalf of the Village, and to take such other and further steps, and to execute such other documents, as may be required to effectuate the terms of the parties' agreement.

Ayes: Mayor D'Amelio, Trustee Nardi, Trustee Lagrow, Trustee Lopez, Trustee Kirschkel
Noes: None

VILLAGE OF WEST HAVERSTRAW
STATE OF NEW YORK
COUNTY OF ROCKLAND

I, CATHERINE B. KOPF, DEPUTY CLERK OF SAID VILLAGE OF WEST HAVERSTRAW, COUNTY OF ROCKLAND, HEREBY CERTIFY THAT I HAVE COMPARED THE FOREGOING COPY OF THIS RESOLUTION – VILLAGE BOARD MINUTES – January 3, 2018 – WITH THE ORIGINAL NOW ON FILE IN SAID OFFICE, AND FIND THE SAME TO BE A TRUE AND CORRECT TRANSCRIPT THEREFROM AND OF THE WHOLE OF SUCH ORIGINAL.

IN TESTIMONY WHEREOF, I HAVE SUBSCRIBED
MY NAME AND AFFIXED THE SEAL OF
SAID VILLAGE OF WEST HAVERSTRAW,
THIS 4th day of April 2018.



DEPUTY VILLAGE CLERK

XIII. Village of Haverstraw

Incorporated
Village Of Haverstraw

DEPUTY MAYOR
EMILY DOMINGUEZ

TRUSTEES
RAFAEL BUENO
THOMAS WATSON, JR.
JOEL I. A. SANTANA

MAYOR
MICHAEL F. KOHUT

Municipal Building
40 New Main Street
Haverstraw, New York 10927
Tele: (845) 429-0300 Fax: (845) 429-0353

CLERK/TREASURER
JUDITH R. CURCIO

VILLAGE ATTORNEY
J. NELSON HOOD, JR.

RESOLUTION # 3 – 2018

Introduced by: Rafael Bueno
Seconded by: Emily Dominguez

NOW THEREFORE BE IT RESOLVED:

That the Board of Trustees of the Village of Haverstraw has approved, and authorized the Mayor to sign, the following Memorandum of Understanding by and among Champlain Hudson Power Express, Inc. (CHPEI), the Town of Clarkstown, the Town of Haverstraw, the Village of West Haverstraw, the Town of Stony Point, and the Village of Haverstraw in Rockland County, New York:

Memorandum of Understanding

WHEREAS, CHPEI is developing the Champlain Hudson Power Express Project (the “Project”), a 1,000 MW underground and underwater high voltage, direct current (“HVDC”) electric transmission facility extending from the United States’ border with Canada to Queens, New York;

WHEREAS, CHPEI is in receipt of all federal and state siting approvals necessary in order to authorize the construction and operation of the Project, namely, a Presidential Permit issued by the U.S. Department of Energy, a permit issued by the U.S. Army Corps of Engineers, and a Certificate of Environmental Compatibility and Public Need issued by the New York State Public Service Commission (the “Article VII Certificate”);

WHEREAS, the Project route within Rockland County, as approved by the Article VII Certificate, includes approximately 5.5 miles located on right-of-way property owned by CSX Transportation, Inc. (the “Rail ROW”) and approximately 0.5 miles on U.S. Route 9W in the Town of Clarkstown (the “Original Rockland Routing”);

WHEREAS, feedback from the local community with regard to the Original Rockland Routing has led CHPEI to develop an alternative routing (the “New Rockland Routing”) that will increase the Project route mileage along U.S. Route 9W to a total of approximately 7.1

1

miles, with an additional 1.1 miles on other incidental parcels of property and Park Road in Stony Point as such alternative routing is shown in the attached Exhibit “A”;

WHEREAS, the New Rockland Routing eliminates reliance on the Rail ROW, with a view towards decreasing environmental, historical, and community impacts and increasing constructability;

WHEREAS, the New Rockland Routing extends along U.S. Route 9W northwards from the Town of Clarkstown through the Villages of West Haverstraw and Haverstraw and the Town of Stony Point;

WHEREAS, making the New Rockland Routing part of the Project design will entail seeking and obtaining an amendment to the Article VII Certificate, and, potentially, amendments to the Project’s federal siting approvals (the “Federal Permits”);

WHEREAS, CHPEI, the Rockland Host Communities, and engineers and consultants advising or employed by the Rockland Host Communities have reviewed the New Rockland Routing substantially in the form that CHPEI intends to submit to the New York State Public Service Commission (the “PSC”) as part of its application for a modification of the Article VII Certificate (the “PSC Application”) and, potentially, to the U.S. Department of Energy and the U.S. Army Corps of Engineers as part of applications for amendments to the Federal Permits;

WHEREAS, CHPEI anticipates applying to the Rockland County Industrial Development Agency (the “Rockland IDA”) for the financial certainty afforded qualifying projects pursuant to Title 1 of Article 18-A of the New York State General Municipal Law, and, in particular, for a Payment In Lieu of Taxes Agreement, which will ensure that a mutually-agreed to and predictable stream of annual revenue is paid by CHPEI to the Rockland Host Communities and the relevant school districts (the “IDA Application”);

WHEREAS, CHPEI believes that endorsement of the Project and the New Rockland Routing by the legislative bodies of the Rockland Host Communities is an essential prerequisite to filing the PSC Application, the IDA Application, and applications for amendments to the Federal Permits;

WHEREAS, CHPEI intends to file the PSC Application in early 2018 and the IDA Application sometime thereafter with on-the-record support from the Rockland Host Communities as provided for herein;

WHEREAS, CHPEI acknowledges that the New Rockland Routing will entail installing the Project cables in local roads and in a state highway that serves as a primary transportation artery extending through a particularly dense and diverse urban and suburban landscape, and such installation will cause temporary disruptions and inconveniences to citizens and businesses;

WHEREAS, recognizing the distinct character of these disruptions and inconveniences, CHPEI has developed a program of community benefits, including \$9 million in streetscape improvements (the “Streetscape Funding”) and a Haverstraw Bay Community Benefit Fund in the amount of \$22 million to support capital projects within the Rockland Host Communities (the “Fund”);

WHEREAS, specific details regarding the Fund, the Streetscape Funding, and the real property taxes (collectively, the “Benefits Package”) to be paid by CHPEI to the Rockland Host Communities and the relevant school districts have been assembled and are set forth in a written proposal, which is attached hereto as Exhibit “B”;

WHEREAS, CHPEI is prepared to publicly release the details of the Benefits Package and include it in the PSC Application, with a recommendation that it be incorporated into the terms and conditions of the revised Article VII Certificate;

WHEREAS, the Rockland Host Communities are prepared to publicly announce their support for the Project (including for the New Rockland Routing); and

WHEREAS, the legislative bodies of the Rockland Host Communities have approved the terms of this MOU and have authorized and directed their chief executive officers to subscribe on their behalfs to this MOU;

NOW, THEREFORE, in consideration of the foregoing, the terms stated below, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. PUBLIC ANNOUNCEMENT

As soon as possible following execution of this MOU, the Parties will agree upon a joint public statement regarding execution of the MOU. This statement will include expressions of support for the Project (including for the New Rockland Routing) from the Rockland Host Communities and will announce CHPEI’s offer of the Benefits Package. The Parties believe that time is of the essence with respect to release of this statement, and they intend to begin work on the text as soon as practicable after this MOU has been signed by all of the Parties.

2. FOLLOW-UP ACTIVITIES

The Parties will cooperate in good faith with respect to implementation of the Benefits Package and preparation and filing of the PSC Application and the IDA Application.

Furthermore, in the event that CHPEI determines to file any applications for amendments to the Federal Permits in connection with the New Rockland Routing, the Rockland Host Communities will indicate their on-the-record support for any such applications in a timely manner.

3. CONDITION PRECEDENT

The Parties understand and agree that implementation of the Benefits Package is contingent upon CHPEI undertaking the multi-year Project construction phase, after securing all necessary permits and approvals, including, without limitation, a revised Article VII Certificate approving the New Rockland Routing; obtaining full debt and equity funding for all of the costs of Project construction; and advancing to commercial operations on a timeline that substantially conforms to the anticipated development schedule, which currently calls for construction to commence by 2019. Furthermore, the Parties understand and agree that 50% of the Fund will be made available at the time of the completion of the Project's construction funding (the "First Fund Installment") and the remaining 50% will be made available at the time of initiation of Project commercial operations (the "Second Fund Installment"). The Streetscape Funding will be disbursed during the Project construction period pursuant to agreed-upon protocols, but in no event will any disbursement occur earlier than the date upon which the First Fund Installment is made available. For the purposes of this MOU, "completion of the Project's construction funding" will be deemed to have occurred as of the date upon which funds sufficient to satisfy all anticipated costs of Project construction have been made available to CHPEI through the securing of equity and debt investments in CHPEI for that purpose and "initiation of Project commercial operations" will be deemed to have occurred as of the date upon which testing and commissioning of the Project is completed, the New York Independent System Operator has been advised of the energizing of the Project, and the first transmission of supply pursuant to a commercial arrangement with a customer or customers has taken place.

4. HANDLING OF AMOUNTS DEPOSITED IN AND EFFECT OF SUSPENSION OF PROJECT DEVELOPMENT ON THE FUND

The Rockland County Host Communities will have discretion regarding the disbursement of their allocable portions of the Fund and the Streetscape Funding, consistent with applicable

law and the Benefits Package itself. Neither the First Fund Installment nor the Second Fund Installment shall be refundable. Similarly, disbursed Streetscape Funding shall not be refundable.

5. CONSTRUCTION PERIOD PROTOCOLS

In the preparation and execution of its Project construction program in the Rockland Host Communities, CHPEI will take into account local conditions and appropriately mitigate disruptions and inconveniences to the greatest possible extent.

6. CONSENT TO USE AND OCCUPANCY

To the extent that any of the Rockland Host Communities are the actual owners of any lands, rights-of-way, or other property interests upon which the New Rockland Routing is located, such municipal body hereby consents to the use and occupancy of such lands by CHPEI and the Project.

7. FURTHER ASSURANCES

The Parties agree that they will, at any time and/or from time to time and upon request, do, execute, acknowledge and deliver, or will cause to be done, executed, acknowledged and delivered, all such further acts, instruments, documents, forms, certificates, and assurances as may reasonably be required for the accomplishment of the purposes of the Parties as set forth in this MOU.

GENERAL PROVISIONS

A. ASSIGNMENT

No Party may assign this MOU without the prior written consent of the other Party, which consent shall not unreasonably be withheld, delayed, or conditioned.

B. GOVERNING LAW AND FORUM

This MOU shall be governed by and construed in accordance with the laws of the State of New York, without regard to the conflict of laws principles thereof, and the Parties irrevocably consent to the exclusive jurisdiction of the courts of the State of New York.

D. AMENDMENTS

No change or modification of this MOU shall be valid unless it is in writing and signed by each and every Party hereto.

E. NO PARTNERSHIP OR AGENCY RELATIONSHIP

Notwithstanding any other provision contained herein, this MOU shall not constitute, create, or imply any partnership, joint venture, agency, or fiduciary relationship between the Parties.

F. COSTS

Each Party shall bear its own costs and expenses in connection with all matters relating to this MOU, including, without limitation, the costs and expenses of its legal and other advisors and internal costs and expenses.

G. LIMITATION OF LIABILITY

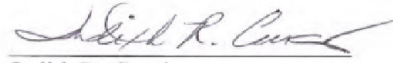
Under no circumstances shall a Party or any of their respective officers, directors, members, partners, shareholders, employees, agents, or affiliates be liable for: consequential, incidental, or indirect damages; lost profits or opportunities; increased cost of capital; loss of income, revenue, or use; or other business interruption costs, losses, or damages, regardless of whether the same: arise out of statute or operation of law; sound in tort, contract, or otherwise; or relate to or are the result of any performance, mis-performance, or non-performance of any activity contemplated by this MOU.

- End MOU -

Motion Passes: All

I, Judith R. Curcio, Clerk/Treasurer of the Village of Haverstraw, New York, do hereby certify that the above resolution was adopted at a Regular Meeting of the Board of Trustees held on January 2, 2018 and is on file and that said resolution has not been altered, amended or revoked and is in full force and effect.

Dated: April 4, 2018
Haverstraw, New York


Judith R. Curcio

Seal of Municipality

XIV. Town of Clarkstown

**TOWN OF CLARKSTOWN
OFFICE OF THE TOWN ATTORNEY
INTEROFFICE MEMORANDUM**

TO: Justin Sweet, Town Clerk

FROM: Office of the Town Attorney/kh

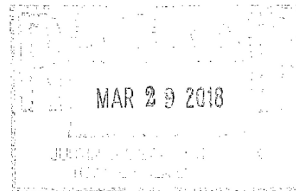
SUBJECT: Memorandum of Understanding by and among Town of Clarkstown, Town of Haverstraw, Village of Haverstraw, Village of West Haverstraw, Town of Stony Point and Champlain Hudson Power Express, Inc. (CHPEI) Regarding the Champlain Hudson Power Express Project

DATE: March 28, 2018

Enclosed is a copy of the Town Board Resolution, adopted January 30, 2018, regarding the above, together with a copy of the fully executed Memorandum of Understanding, for filing in your Office.

Thank you.

Enclosures



RESOLUTION AUTHORIZING THE SUPERVISOR TO SIGN A MEMORANDUM
OF UNDERSTANDING REGARDING THE CHAMPLAIN HUDSON
POWER EXPRESS PROJECT

WHEREAS, Champlain Hudson Power Express, Inc. (CHPEI) is developing the Champlain Hudson Power Express Project, a 1,000 MW underground and underwater high voltage, direct current electric transmission facility extending from the United States' border with Canada to Queens, New York; and

WHEREAS, CHPEI is in receipt of all federal and state siting approvals necessary in order to authorize the construction and operation of the Project from the U.S. Department of Energy, the U.S. Army Corps of Engineers, and the New York State Public Service Commission; and

WHEREAS, the Project will connect with the PSC-approved route in the Town of Clarkstown; and

WHEREAS, Rockland County Host Communities should expect to receive benefits in real property taxes and disbursements from the Haverstraw Bay Community Benefit Fund as a direct result of the Project; and

WHEREAS, the Haverstraw Bay Community Benefit Fund is being established by CHPEI in recognition of the localized inconvenience to Host Communities during construction and will support capital projects in each municipality on a pro-rated basis related to miles along public rights of way, municipal property rights and other factors;

NOW, THEREFORE, be it

RESOLVED, that the Town Board authorizes the Supervisor to sign a Memorandum of Understanding with Champlain Hudson Power Express, Inc., the Town of Haverstraw, the Village of Haverstraw, the Village of West Haverstraw, and the Town of Stony Point in order to share in the Haverstraw Bay Community Benefit Fund.

Dated: January 30, 2018

TB 01-30-18 TA RES CHPEI-kh

Adapted