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RUSH

Contract 20170332

City of Springfield Contract Tracer Document

The purpose of this document is to provide continuous responsibility for the custody of **CONTRACTS** during the processing period.

INSTRUCTIONS: Upon receipt, please initial and write in the date of receipt. When your department has approved and signed the contract, please initial and date in the forwarding section and deliver to the next department.

DEPARTMENT	DATE RECEIVED		DATE FORWARDED TO NEXT DEPT.	
	Initials	Date	Initials	Date
Community Development			M.L.	10-25-16
City Comptroller	UW	10/25/16	UW	10/26/16
Law	PF	11-28-16	PF	11-28-16
CAFO	YMM	10/28/16	YMM	10/28/16
Mayor	[Signature]	10/28/16	[Signature]	10/28/16
City Comptroller			UW	10/31/16
Community Development				

Vendor No.: 85256 Contract No.: Contract Date:

Contract Amt.: \$300,000.00 Issue Date: 10/24/2016 Renewal Date:

Appropriation Code1: 26401827-530105-64014
 Appropriation Code2:
 Appropriation Code3:
 Appropriation Code4:

Description of Funding Source: CDBG-DR

Bid No.: Requisition No.: 17005504 PO No.:

Vendor Name: Springfield Housing Authority

Contract Type: Intergovernmental Loan Agreement with Springfield Housing Authority.

Contract Purpose: Reconstruction of Multi-Family Housing at 421-423 & 425-427 Central St.

Originating Dept.: Community Development - Disaster Recovery

Expiration Date: Amendment Date: Extension Date:

TYPE OF DOCUMENT (Please select at least one):
 New Renewal Amendment Extension

Bill To
 COMMUNITY DEVELOPMENT
 1600 EAST COLUMBUS AVE
 SPRINGFIELD, MA
 01103

Requisition 17005504-00 FY 2017

Acct No:
 26401827-530105-64014
 Review:
 Buyer: lpl
 Status: Released

Vendor
 SPRINGFIELD HOUSING AUTHORITY
 60 CONGRESS STREET
 SPRINGFIELD, MA 01101-1609
 USA

Ship To
 DISASTER RECOVERY 4TH FLOOR
 36 COURT STREET
 ROOM 405/411
 SPRINGFIELD, MA
 MLYNCH@SPRINGFIELDCITYHALL.COM

C# 20170332

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/25/16	085256				COMMUNITY DEVELOPMENT

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes			
	RECONSTRUCTION OF MULTI FAMILY HOUSING AT 421-423 & 425-427 CENTRAL STREET. 10/25/16 ASSIGNED C#20170332			
001	RECONSTRUCTION OF MULTI FAMILY HOUSING AT 421-423 & 425-427 CENTRAL STREET.	1.00 EACH	300000.00000	300000.00
1	26401827-530105-64014		300000.00	
	Ship To DISASTER RECOVERY 4TH FLOOR 36 COURT STREET ROOM 405/411 SPRINGFIELD, MA			

Requisition Link

Requisition Total 300000.00

***** General Ledger Summary Section *****

Account	Amount	Remaining Budget
26401827-530105-64014	300000.00	413671.23

***** Approval/Conversion Info *****

Activity	Date	Clerk	Comment
Approved	10/25/16	Cathy Buono	
Approved	10/25/16	Melanie Acobe	Auto approved by: 108745
Approved	10/25/16	Christopher Fraser	
Approved	10/25/16	Jennifer Whisher	Auto approved by: 108745

Bill To
 COMMUNITY DEVELOPMENT
 1600 EAST COLUMBUS AVE
 SPRINGFIELD, MA
 01103

Requisition 17005504-00 FY 2017

Acct No:
 26401827-530105-64014
 Review:
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 Status: Released

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 36 COURT STREET
 ROOM 405/411
 SPRINGFIELD, MA
 MLYNCH@SPRINGFIELDCITYHALL.COM

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/25/16	085256				COMMUNITY DEVELOPMENT

LN	Description / Account	Qty	Unit Price	Net Price
Approved	10/25/16 Heather Potito		Auto approved by: 108745	
Approved	10/25/16 Tim Brown		Auto approved by: 108745	
Approved	10/25/16 Lindsay Hackett			
Approved	10/25/16 TJ Plante		Auto approved by: 109210	
Queued	10/25/16 Lauren Stabilo		Auto approved by: 109210	

C#20190332

**CITY OF SPRINGFIELD
COMMUNITY DEVELOPMENT BLOCK GRANT – DISASTER RECOVERY
INTERGOVERNMENTAL LOAN AGREEMENT**

This Agreement, entered into as of the ___ day of ~~August~~ ^{October}, 2016, by and between the Springfield Housing Authority, a body politic and corporate organized under M.G.L.c. 121B with its principal office and place of business at **60 Congress Street**, Springfield, Massachusetts (hereinafter referred to as the **Developer**), and the City of Springfield, a municipal corporation, duly organized and existing under the laws of the Commonwealth of Massachusetts, with its principal offices at 36 Court Street, Springfield, Massachusetts, acting by and through its Office of Disaster Recovery & Compliance, with the approval of the Mayor (hereinafter referred to as the **City**).

WHEREAS, the City has received Community Development Block Grant – Disaster Recovery (CDBG-DR) funds from the United States Government under the Disaster Relief Appropriations Act, 2013 (Pub. L., 113-2, FR-5696-N-01 Released March 5, 2013), administered by and through the United States Department of Housing and Urban Development (HUD); and

WHEREAS, The Federal Register Notice released by HUD that authorized Federal Community Development Block Grant – Disaster Recovery funds (FR-5696-N-01 Released March 5, 2013) required that the City of Springfield identify all unmet needs of the impacted Public Housing Authority and work directly with the Public Housing Authority to ensure that adequate funding is dedicated to address the unmet needs of damaged public housing.

WHEREAS, the multi-family building at 425 Central Street which was owned by the Springfield Housing Authority and was used as public housing, was irreparably damaged by the June 1, 2011 tornado. As a result of this damage and determinations made by the Springfield Housing Authority and the City of Springfield Code Enforcement Department, the building was deemed irreparable and was subsequently condemned by the City of Springfield and demolished by the Springfield Housing Authority, resulting in the loss of eight public housing units.

WHEREAS, in Partial Action Plan A, which was submitted by the City of Springfield to HUD and approved on December 2, 2013, the eight units that were destroyed at 425 Central Street have been identified by the Springfield Housing Authority and the City of Springfield as an unmet public housing need and as such four units of public housing that were destroyed by the June 1, 2011 tornado may be rebuilt as two, two unit buildings with a forgivable loan of CDBG-DR funds. The reconstructed buildings will be known as 421-423 Central Street & 425-427 Central Street.

NOW THEREFORE, for and in consideration of the mutual covenants and promises contained herein, the parties hereby agree as follows.

1. **THE LOAN.**

City hereby agrees to loan to the Developer an amount not to exceed **Three Hundred Thousand Dollars (\$300,000.00)** subject to the terms and conditions contained hereinafter. CDBG-DR funds will be in the form of a 0% performance based loan and will be forgiven when satisfactory completion of construction has been completed and certificate of occupancy has been submitted to the City of Springfield and occupants have been certified as Qualified under the below listed conditions. Construction must be completed within twelve (12) months of execution of this Loan Agreement. The Developer shall record or have recorded an Affordable Housing Restriction, restricting occupancy and allowable rents for twenty (20) years following completion of the Project.

2. PROJECT DESCRIPTION AND BUDGET

a. The Project shall consist of the reconstruction of two, two-unit dwellings at 421-423 Central Street and 425-427 Central Street, known collectively as the **Project Property**. The City approves the reconstruction of four public housing units with CDBG-DR forgivable loan funds. *At least 51% of units (or 3 of the 4 units in this Project) assisted with CDBG-DR Loan funds must be occupied by a renting individual or family that is a Qualified Family.* A "Qualified Family" shall mean a Family whose annual income is not greater than eighty percent (80%) of Area Median Income (AMI), based on family size as determined by the U.S. Department of Housing and Urban Development. A Family's annual income shall be the anticipated total income from all sources received by the Family head and spouse (even if temporarily absent) and by each additional member of the Family (other than children under the age of 18 years), including all net income derived from assets for the 12-month period following the effective date of certification of income. Annual Income specifically includes and excludes certain types of income as set forth in, and shall be determined in accordance with, 24 C.F.R. Part 5 Subpart F (or any successor regulations).

b. The Developer shall complete construction on the Project Property within twelve (12) months of the effective date of this contract.

c. The Developer shall complete the Project pursuant to the budget attached hereto as Exhibit B and incorporated herein by reference.

d. The Developer shall complete the Project pursuant to the schedule attached hereto as Exhibit C and incorporated herein by reference.

e. Until rental of the Project Property to Qualifying Families pursuant to the terms herein, the Developer shall provide detailed Monthly Progress Reports regarding the Project Property. Each Progress Report shall contain a level of detail sufficient to permit the City to monitor the progress of Project implementation and ensure adequate progress to meet timelines, milestones and completion. Failure to provide Monthly Progress Reports, or failure to make sufficient progress toward meeting timelines, milestones and completion, in the sole opinion of the City's Office of Disaster Recovery, shall be grounds for termination of this Agreement, and recapture of any Loan funds advanced to the Developer.

3. AFFORDABILITY RESTRICTIONS

The Units in the Project Property shall be subject to the following affordability restriction: **Three (3) of the four (4) dwelling units must be affordable to households at or below 80% of area median income.** Failure to meet the requirements of the above-referenced regulations may result in recapture of Loan funds by the City. The Developer shall record or have recorded an Affordable Housing Restriction, restricting occupancy and allowable rents for twenty (20) years—following completion and initial occupancy of the Project.

4. ENVIRONMENTAL REVIEW

Prior to the commencement of construction of the property using any portion of the Loan, the Developer shall notify the City of such impending construction, and the City shall cause an environmental review to be performed and prepared in accordance with 24 CFR Part 58. No property may be obtained with any portion of the Loan until such environmental review has been performed. An approval may occur only upon satisfactory completion of an environmental review to determine whether it meets federal, state, and local environmental standards and receipt by the City of Springfield of a release of funds from HUD under 24 CFR Part 58. The parties agree that the provision of any funds to the Project is conditioned on the City of Springfield's determination to proceed with, modify or cancel the Project based on the results of a subsequent environmental review.

5. REVIEW AND APPROVAL

a. Architectural or other scale drawings, specifications, and cost analysis must be submitted to the City before the start of construction for the Project Property. Violation of any one of the above conditions shall be grounds for termination of this Agreement. In the event of such termination, this Agreement shall become null and void and any claims of cost incurred during this Agreement will be the sole responsibility of the Developer.

b. The Developer shall certify compliance of the Project with applicable: environmental protection ordinance, regulation or law; building, regulation or law; health, regulation or law; historic preservation, regulation or law; licensing, regulation or law; planning, regulation or law; sanitation, regulation or law; architectural access, regulation or law; zoning, regulation or law; subdivision, regulation or law; affordable housing rent control restrictions, regulation or law; land use laws and regulations; and certificates of occupancy.

6. PAYMENT

a. The Developer shall submit to the City a request for payment after the actual expenditure of funds. Drawdowns for the payment of eligible expenses shall be made in accordance with performance against the line item budget specified in Exhibit B described herein and attached hereto. The requisition for payment must include a detailed description of all work performed during the reporting period and back-up documentation of all expenses.

b. All payments will be made on a reimbursement basis only. Developer shall provide all documentation substantiating reimbursement in a form specified or agreed to by the City. Payment to Developer shall be subject to the prior receipt by the City of a completed "Developer Reimbursement Request Form" for payment from Developer certifying under the pains and penalties of perjury that the Developer has actually performed or caused to be performed the work and expended the time claimed for services under the Agreement in conformity with its terms and conditions, and that Developer is actually entitled to receive the amount of reimbursement requisitioned by Developer under the terms of the Agreement.

c. The obligation of the City to advance the proceeds under the Loan for construction of the Project is subject to the following conditions precedent:

(1) Issuance of building permits with respect to the construction work to be undertaken on the Premises;

(2) Approval of the plans and specifications for the construction work by all local, state and federal regulatory authorities having such approval jurisdiction over the Project;

d. Upon receipt, the City shall review the request and the documentation submitted and confirm that the work for which payment is sought conforms in all respects to the terms of this agreement, the CDBG-DR Program, and all regulations promulgated thereunder. If the City determines, in its sole and absolute discretion, that such request does so conform, payment of the requested amount, subject to discount for any disallowed amount, shall be paid within thirty (30) days of such request. Should the City disallow any requested cost, it shall provide, in writing, the basis for such determination.

7. INSURANCE

a. **General Requirements.** Within seven (7) days of the Effective Date, and at all times thereafter during the term of this Agreement, the Developer shall maintain, or cause to be maintained by its contractors, who shall name the City as an additional named insured and provide proof of same, insurance for the mutual benefit of the City and the Developer as their interests may appear:

i. Loss or damage by fire, and such other risks as may be included in the standard form of extended coverage insurance from time to time available, in amounts sufficient to prevent the City or Developer from becoming a co-insurer within the terms of the applicable policies, and in any event, in amounts not less than 100% of the then full insurable value (as hereinafter defined) of the Project Property;

ii. All claims for bodily injury and property damage, under a policy of comprehensive general public liability insurance, with such limits as may reasonably be required by the City from time to time, but not less than \$1 million per occurrence, \$2 million aggregate;

iii. Workers compensation insurance for employees of Developer and the Contractors; and

iv. Builder's risk insurance.

Such coverage may be maintained through policies obtained by contractors retained by the Developer so long as such policies identify Developer and the City as additional insured thereunder.

The Developer shall furnish the City with satisfactory proof that it has obtained all applicable insurance as described in this Section from insurance companies or underwriters reasonably satisfactory to the City. The Developer shall furnish to the City certificates of the preceding types of insurance showing the type, amount, and class of operations insured and the effective and expiration dates of the policies. The Developer shall, on an annual basis, provide the City with proof that the aforesaid insurance policies are being maintained.

b. Restrictions. All policies referred to in this section will, to the extent then generally obtainable, contain agreements by the insurers that (a) such policies may not be canceled except upon 30 Days prior written notice to each named insured and loss payee; and (b) that the insurance carrier will not invoke the defense of performance of governmental function of the provider in performing its contract with the City.

c. Additional Insurance. Nothing in this Article shall prevent the Developer from taking out insurance of the kind and in the amounts and with companies provided for under this section under a blanket insurance policy or policies which can cover other properties as well as the Project Property; provided, however, that any such policy of insurance provided for under this section must (a) specify therein, or the Developer shall furnish the City with a written statement from the insurers under such policies specifying the amount of the total insurance allocated to the Project, which amount will not be less than the amount required by this section to be carried, and (b) not contain any clause which would result in the insured thereunder being required to carry insurance with respect to the property covered thereby in an amount equal to a minimum specified percentage of the full insurable value of such property in order to prevent the insured therein named from becoming a co-insurer of any loss with insurer under such policy.

8. TITLE INSURANCE

The Developer shall provide the City with title abstracts as requested. In addition the Developer shall provide and maintain title insurance on the property to the City in an amount equal to 100% of the Loan amount.

9. HOLD HARMLESS/INDEMNIFICATION

The Developer shall hold harmless, defend and indemnify the City from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the Developer's performance or non-performance of the services or subject matter called for in this Agreement.

10. NO HAZARDOUS SUBSTANCES

The Developer represents and warrants to the City that no oil, asbestos, urea formaldehyde foam insulation, nor any other hazardous material, hazardous waste or hazardous substance (hereinafter collectively called "hazardous substances"), as those terms are defined by any applicable law, rule or regulation including without limitation, the Massachusetts Oil and Hazardous Material Release Prevention and Response Act, M.G.L. c. 21E, the Massachusetts Hazardous Waste Management Act, M.G.L. c. 21C, the Comprehensive Environmental Response, Compensation and Liability Act, as amended, 42 U.S.C. Sections 9601 et seq., and the Resource Conservation and Recovery Act, as amended, 42 U.S.C. Sections 6901 et seq., has been or is being generated, stored, released or disposed of on, under or from the Property, except for certain hazardous substances as previously disclosed to the City in the environmental reports delivered to City, as to all of which hazardous substances Developer shall undertake and complete all necessary and appropriate response actions (including without limitation removal, encapsulation and/or remediation) in accordance with all applicable legal requirements in order to achieve a level of no significant risk to human health, public welfare or the environment, prior to completion of the Project and occupancy of any units therein. The Developer shall not release or permit any release or threat of release of any hazardous substances on the Property, nor generate or permit any hazardous substances to be generated on the Property; nor store or permit any hazardous substances to be stored on the Property (unless such substance is customarily used in connection with construction or operation of a housing development and either a permit is issued therefor or such storage is allowed by applicable law). The Developer shall provide the City with prompt written notice: (a) upon the Developer's becoming aware of any release or threat of release of any hazardous substances upon, under or from the Property; (b) upon the Developer's receipt of any notice from any federal, state, municipal or other governmental agency or authority in connection with any hazardous substance located upon or under the Property, or emanating from the Property; and (c) upon the Developer's obtaining knowledge of the incurring of any expense by any governmental authority in connection with the assessment, containment or removal of any hazardous substances located upon or under the Property or emanating from the Property. The Developer hereby agrees, at its sole cost and expense, to promptly take all remedial action necessary or appropriate to assess, contain, monitor, remediate and remove all hazardous substances which are located upon or released at the Property (unless such substance is customarily used in connection with construction or operation of a housing development and either a permit is issued therefore or such storage is allowed by applicable law) or which otherwise are in violation of any legal requirements, and to take all actions necessary or appropriate to avoid any liability of or claims against the Developer, the City, or any subsequent owner of the Property, and to avoid the imposition of any liens on the Property as a result of the presence of hazardous substances thereon. The Developer agrees, at its sole cost and expense, to provide to the City all professional environmental assessments prepared with respect to the Property at any time while the Loan is outstanding and such other information with respect to hazardous substances at the Property as the City from time to time may require. The Developer further agrees to indemnify and hold the City harmless from and against any and all liabilities, damages, losses, obligations, penalties, claims, demands, actions, costs and expenses (including without limitation attorneys and expert fees and costs) of any kind or nature whatsoever arising at any time from or out of the presence or release of any hazardous substance at or from the Property or the violation of any legal requirements with respect to such hazardous substances

Each of the foregoing representations and warranties shall survive the making of the Loan and any advance of funds pursuant thereto and the Developer shall indemnify and hold harmless the City from and against loss, expense, or liability directly or indirectly resulting from the breach thereof, including, without limitation, costs of defending or settling any claim arising therefrom against the City.

11. AMENDMENTS

The City or Developer may amend this Agreement at any time provided that such amendments make specific reference to this Agreement and are executed in writing and signed by all parties to this agreement. Such amendments shall not invalidate this Agreement nor relieve or release the City or Developer from its obligations under this Agreement.

The City reserves the right to propose amendments to this Agreement to conform with Federal, state or local government guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services or schedule of the activities to be undertaken as part of this Agreement, such modifications shall be incorporated only by written amendment signed by all parties to this agreement.

Where an authorized amendment includes a change to the Developer's compensation, the revised compensation figures shall be incorporated in any written amendments to Exhibit B (Budget). In the event such change orders or work amendments increase the total amount of compensation to be paid Developer, the amendment shall only be valid when signed by all parties to this agreement.

12. ASSIGNABILITY AND SUBAGREEMENTS

a. Assignability. The Developer shall not assign or transfer any interest in this Agreement without the prior written consent of the City thereto; provided, however, that claims for money due or to become due to the Developer from the City under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval.

b. Subagreements The Developer shall cause all of the provisions of this Agreement in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement. The Developer shall ensure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis. Executed copies of all subcontracts shall be forwarded to the City, along with documentation concerning the selection process.

13. ADMINISTRATIVE REQUIREMENTS

a. Financial Management The Developer shall comply with the following requirements and standards:

- 24 CFR Part 84 “Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations,” as modified by 24 CFR 570.502(B).
- OMB Circular A-133, “Audits of States, Local government and Non-Profit Organizations.” The Developer shall comply with OMB Circular A-110 and shall adhere to the accounting principles and procedures required therein, utilize adequate internal controls and maintain necessary source documentation for all costs incurred.
- OMB Circular A-122, "Cost Principles for Non-Profit Organizations." These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

b. Record Keeping. The Developer agrees that their books, ledgers, accounts and the files and records pertaining to the Project shall be available for inspection at periodic intervals by the City. It is further agreed that the separate books of accounts, ledgers, records, and files pertaining to the Project shall be maintained in accordance with the United States General Services Administration Office of Management and Budget’s Cost Principles for State and Local Governments Federal Management Circular A-87.

The Developer's overall financial management system must ensure effective control over, and accountability for, all funds received. Accounting records must be supported by source documentation such as time sheets and invoices.

The Developer shall retain all financial records, supporting documents, statistical records, and all other pertinent records for a period of five years, plus 90 days, after completion of the Project.

c. Audits and Inspections

i. The Developer shall, as applicable, have its financial records audited and financial reports prepared and attested to by a Certified Public Accountant in accordance with current City policy concerning Developer audits and OMB Circular A-133, which requires that all nonprofit organizations that expend in excess of \$500,000 in Federal funds during their fiscal year, shall submit an audited financial statement. Furthermore, Developer shall comply with all applicable sections of OMB Circular A-133, including the requirement that the Developer provide the City with all financial and management audit letters with attached concerns and findings within the earlier of thirty (30) days after receipt of the auditor's report(s), or nine months after the end of the audit period, unless a longer period is agreed to in advance by the Federal agency that provided the funding or a different period is specified in a program-specific audit guide. The City reserves the right to request a single or program-specified audit regardless of the Federal funding amount at the cost of the Developer.

ii. The City, the Department of Housing and Urban Development, the Comptroller General of the United States, or any of their duly authorized representatives shall have access to any records, agreements, invoices, materials, payrolls, personnel records, books,

documents, papers, financial records or computer data maintained, kept, or used by Developer which are related to this Agreement, for the purpose of making copies, audits, examinations, excerpts, and transcriptions. Such inspections may be made during normal business hours, and as often as the aforementioned governmental agencies deem necessary.

iii. Failure of the Developer to comply with the audit and/or inspection requirements herein shall constitute a violation of this Agreement and may result in the withholding of future payments.

14. SUSPENSION OR TERMINATION

In accordance with 24 CFR 85.43, the City may suspend or terminate this Agreement if the Developer materially fails to comply with any terms of this Agreement, after ten days prior written notice to the Developer and the Developer's failure to correct such failure to comply, which includes, but are not limited to, the following:

a. Failure to comply with any of the rules, regulations, or provisions referred to herein, or such statutes, regulations, executive orders and HUD guidelines, policies or directives as may become available at any time;

b. Failure for any reason of the Developer to fulfill in a timely and proper manner its obligations under this Agreement;

c. Ineffective or improper use of funds provided under this Agreement; or

d. Submission by the Developer to the City reports that are incorrect or incomplete in any material respect.

The City shall have the immediate right to suspend or terminate this Agreement, in whole or in part, by giving written notice to the Developer. Such notice of suspension or termination shall specify the cause, period of suspension or effective date of termination that in no case shall be sooner than the date of receipt of said notice.

In accordance with 24 CFR 85.44, this Agreement may also be terminated for convenience by either the City or the Developer, in whole or in part, by setting forth the reasons for such termination, the effective date provided the effective date is at least thirty (30) days before the effective date of such termination, and in the case of a partial termination, the portion to be terminated. However, if in the case of a partial termination, the City determines the award will not accomplish the purpose for which the award was made, the City may terminate the award in its entirety pursuant to 24 CFR 85.43 or 24CFR 85.44.

15. REMEDIES FOR NONCOMPLIANCE

a. If the Developer fails to comply with any term of this agreement, or any federal, state or local statute, regulation, ordinance or any other applicable law, after ten days prior

written notice to the Developer and the Developer's failure to correct such failure to comply, the City may take one or more of the following actions:

- i. Temporarily withhold cash payments pending correction of the deficiency by the Developer or more severe enforcement action by the City;
- ii. Disallow (that is deny both use of funds and matching credit for) all or part of the cost of the activity or action not in compliance;
- iii. Wholly or partly suspend or terminate the current award to the Developer;
- iv. Withhold further awards to the Developer; or
- v. Take other remedies that may be legally available.

b. In taking an enforcement action, the City will provide the Developer an opportunity for such hearing, appeal, or other administrative proceeding to which the Developer is entitled under any statute or regulation applicable to the action involved.

c. Costs resulting from obligations incurred by the Developer during a suspension or after termination of an award are not allowable unless the City expressly authorizes them in the notice of suspension or termination.

d. The enforcement remedies identified in this section including suspension and termination do not preclude the Developer from being subject to "Debarment and Suspension" under E.O. 12549. The City may withhold any payments to the Developer for the purpose of set-off until such time as the exact amount of damages due from the Developer is determined.

16. NOTICES AND DEMANDS

Notices required by this Agreement shall be in writing and delivered via mail (postage prepaid), commercial courier, or personal delivery. Any notice delivered or sent as aforesaid shall be effective on the date of delivery or sending. All notices, demands and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice.

CITY
Office of Disaster Recovery
36 Court Street
Springfield, MA 01103
(413)750-2114

DEVELOPER
Springfield Housing Authority
60 Congress Street
Springfield, MA 01101
(413)785-4500

With a copy to:

City Solicitor, City of Springfield
36 Court St.
Springfield, MA 01103
(413) 787-6500

Priscilla Fifield Chesky, Esq.
Lyon & Fitzpatrick, LLP
14 Bobala Road
Holyoke, MA 01040
(413) 536-4000

17. COMPLIANCE WITH LAW

The DEVELOPER shall comply with CDBG-DR, the regulations promulgated thereunder, and all other applicable Federal, state and local laws, regulations and policies governing the funds available under this Agreement, including the following:

a. Fair Housing and Equal Opportunity

i. The Developer shall comply with all City and Massachusetts civil rights laws and with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, provisions of Section 104(b) of Title I of the Housing & Community Development Act of 1974, as amended (42 U.S.C. 5304.b), applicable to a developer receiving funds from a grantee, and Section 109 of Title I of the Housing & Community Development Act of 1974 as amended (“HCDA”), Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Orders 11063, , 12432, 12892 and with Executive Order 11246 as amended by Executive Orders 11375, 11478, 12086 and 12107.

ii. The Developer shall comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 570.607, as revised by Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the HCDA are still applicable.

iii. Section 504. The Developer shall comply with any Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) that prohibits discrimination against individuals with handicaps in any federally assisted program.

b. Employment and Contracting Opportunities

i. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

ii. The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.

iii. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

iv. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.

v. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 135.

vi. Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

vii. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

viii. The Developer will comply with Executive Orders 11625, 12432 and 12138 which require that efforts be made to encourage the use of minority and women's business enterprises in connection with construction contracts or subcontracts of \$25,000.00 or more, financed in whole or in part with HUD financial assistance.

c. Affirmative Action

i. The Developer shall be committed to carry out pursuant to the City's specifications an Affirmative Action program in keeping with the President's Executive Order 11246 of September 24, 1966, as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 C.F.R. Chapter 60).

ii. Women and Minority-Owned Businesses (W/MBE). The Developer shall use its best efforts to afford minority and women-owned business enterprises the maximum practicable opportunity to participate in the performance of this Agreement. As used in this Agreement, the term "minority and female business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are African-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian Americans and American Indians.

It is national policy to award a fair share of contracts to small and minority business firms. Accordingly, affirmative steps shall be taken to assure that small minority businesses are utilized when possible as sources of supplies, equipment, construction and services. Affirmative steps shall include the following:

- Including qualified small and minority businesses on solicitation lists.
- Assuring that small and minority businesses are solicited whenever they are potential sources.
- When economically feasible, dividing total requirements into smaller tasks or quantities as to permit maximum small and minority business participation.
- Where the requirement permits, establishing delivery schedules which shall encourage participation by small and minority businesses.
- Using the services and assistance of the Small Business Administration, the Office of Minority Enterprise of the Department of Commerce and the Community Services Administration as required.

Developers shall take affirmative action steps as detailed above in support of women's business enterprises.

The Developer may submit a Supplier Diversity Office (SDO), certification regarding their status as minority and female business enterprises in lieu of an independent investigation.

Should a subcontract be entered into pursuant to this agreement, the Developer shall provide a written report documenting the W/MBE status of said subcontractors.

d. Conflict of Interest

The regulations at 24 CFR Part 85.36, and the provisions of OMB Circular A-110, which specify that no person who is an employee, agent, consultant, officer, or elected official or appointed official of an authorized grantee of HUD funds, or of any designated public agencies, or Developers which are receiving such HUD funds, who exercise or have exercised any functions or responsibilities with respect to HUD activities or who are in a position to participate in a decision-making process or gain inside information with regard to such activities may obtain a personal or financial interest or benefit from a HUD assisted activity, or have an interest in a contract, subcontract or agreement with respect thereto, or the proceeds there under, either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter.

e. Lobbying

i. No Federal funds have been paid or will be paid, by or on behalf of the Developer, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

ii. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (other than the payment of Developer staff for the preparation of funding applications in connection with such contract, grant, loan or agreement and ordinary communication to funding agencies with respect to same), the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

f. Contractor Eligibility

HUD regulations at 24 CFR Part 24 and 24 CFR Part 85.35, which prohibit the use of HUD financial assistance to directly or indirectly employ, award contracts to, or otherwise engage the services of, or fund any contractor or Developer during any period of debarment, suspension, or placement in ineligibility status.

g. Copeland Act (Anti-Kickback Act) (40 U.S.C. 276C)

The Copeland Act makes it a criminal offense for any person to induce, by any manner whatsoever, any person employed in the construction, prosecution, completion, or repair of any public building, public work, or building or work financed in whole or in part by loans or grants from the United States, to give up any part of the compensation to which he is entitled under his contract of employment. For contracts in excess of \$2,000 that are subject to federal wage standards, the Act also provides for the submission of weekly statements of compliance and weekly payrolls by all contractors in a format, which meets the requirements of 29 CFR Section 5.5. The Copeland Act applies to both contractors and subcontractors. Department of Labor Regulation, 29 CFR Section 3.1 and 3.3(c), which implements the Act, indicates that the payroll statement requirements apply only to federally assisted contracts in excess of \$2,000 that are subject to federal wage standards.

h. Religious Activities

Funds provided under this Agreement shall not be utilized by the Developer for religious activities, to promote religious interest, or for the benefit of a religious organization in accordance with the Federal regulations specified in 24 CFR 570.200(j).

18. SEVERABILITY

If any provision of this Agreement is held invalid, remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

19. SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

20. WAIVER

The City's failure to act with respect to a breach by the Developer does not waive its right to act with respect to subsequent or similar breached. The failure of the City to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

21. COMPLIANCE WITH ETHICS LAWS REQUIREMENTS

The Developer agrees to comply with all applicable provisions of the recent amendments to Mass. Gen. Laws Ch. 268A, as amended by Chapter 20 of the Acts of 2009 ("Act"), which took effect on September 29, 2009. To the extent that certain of its employees providing services to the City may be considered "municipal employees" or "special municipal employees" under Mass. Gen. Laws Ch. 268A, sec. 1(g) or 1(n), these employees may be required to complete and provide certification of compliance with the new State Ethics Commission online training requirements, on or before the deadlines set by the state, currently set for April 2, 2010. Information concerning these requirements is available on the State Ethics Commission website (www.mass.gov/ethics), or by calling the Commission's Legal Division at 617-371-9500.

22. VENUE AND EXCLUSIVE FORUM

The laws of the Commonwealth of Massachusetts shall govern the validity, interpretation, construction and performance of this Agreement. The sole and exclusive forum for the resolution of any question of law or fact arising out of this Agreement, to be determined in any judicial proceeding, shall be the Superior Court of Hampden County, or the United States District Court for the Western District of Massachusetts, sitting in Springfield, Massachusetts. It is the express intention of the parties that all legal actions and proceedings related to this Agreement or the rights or relationship of the parties arising therefrom shall be solely and exclusively brought and heard in said Courts

23. ENTIRE AGREEMENT

This Agreement represents the entire and integrated Agreement between the City and the Developer, and supersedes all prior negotiations, representations or agreements, either oral or

written. This Agreement may be amended only by written instrument signed by the parties hereto.

24. SIGNATURES

Developer shall, by virtue of an executed vote of corporate authorization placed on file with the City's Project Officer prior to the execution of this Agreement, designate its authorized representative. The execution of this Agreement by Developer shall be deemed as evidence that the authorized representative has full power to bind the Developer for any act performed having a relationship to this Agreement, and that such act or acts of the authorized representative are not limited by Developer's charter and are authorized by Developer's principals or charter.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the CITY and the DEVELOPER have signed and sealed this Agreement as of the date first above written, the City of Springfield, Commonwealth of Massachusetts.

DEVELOPER:

CITY OF SPRINGFIELD:

By: William H. Abrashkin
William H. Abrashkin
Its: Executive Director

Tina-Marie Quagliato 10/25/12
Tina-Marie Quagliato
Director Disaster Recovery & Compliance

WLL #26401827-530105-64014 \$300,000.00
Approved as to Appropriation:

Approved as to Form:

James A. Pina 10/26/12
Office of Comptroller

[Signature]
Law Department

Approved:

[Signature]
Chief Administrative & Financial Officer

Domenic J. Sarno
Mayor Domenic J. Sarno

Exhibits

- A. Supplemental Agreement
- B. Budget
- C. Project Schedule
- D. Lobbying Certification
- E. Board Authorization to Execute Contract
- F. Internal Control Questionnaire
- G. Debarment Certificate on Letterhead
- H. Conflict of Interest Statement on Letterhead
- I. Notarized Tax Certification Form
- J. National Objective Compliance Certificate

AFFORDABLE HOUSING RESTRICTION

DATE: As of ~~August~~ ^{October} ____, 2016

GRANTOR: Springfield Housing Authority
PROPERTY NAME: 421-423 Central Street & 425-427 Central Street Springfield, MA
(f/k/a 425 Central Street)

TOTAL NUMBER OF UNITS: 4
TOTAL NUMBER OF RESTRICTED UNITS: 3
NUMBER OF MODERATE MIDDLE INCOME UNITS (120% AMI):¹ 0
NUMBER OF MODERATE INCOME UNITS (80% AMI): 3
NUMBER OF LOW INCOME UNITS (60% AMI): 0
NUMBER OF VERY LOW INCOME UNITS (50% AMI): 0
NUMBER OF EXTREMELY LOW INCOME UNITS (30% AMI): 0
NUMBER OF HOME ASSISTED UNITS: 0
PROPERTY ADDRESS: 421-423 Central Street and 425-427 Central Street f/k/a 425 Central Street, Springfield, MA 01105

TERM: 20 years plus 12 months from the date hereof (subject to extension for any extension of the construction period – See Section 8 below)

This Affordable Housing Restriction (this "Restriction") is granted by the undersigned Grantor, the Springfield Housing Authority having a mailing address of 60 Congress Street, Springfield, Massachusetts 01101, for the benefit of The City of Springfield, Massachusetts, having an address at Office of Disaster Recovery & Compliance, 36 Court Street, Springfield, Massachusetts 01103 (the "City" and the "Holder").

BACKGROUND

- A. The Grantor holds or will acquire legal title to the Property and intends to reconstruct four (4) units of public rental housing, consisting of two residential building at the Property (the "Project").
- B. As a condition of the Loan, the Grantor has agreed that this Restriction be imposed upon the Property as a covenant running with the land and binding upon any successor to the Grantor, as owner thereof.

¹ Numbers in parentheses are the percentage of median income for the Area (AMI, as defined below), adjusted for family size, as determined from time to time by HUD (as defined below) pursuant to Section 8 of the United States Housing Act, as amended.

RESTRICTIONS

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby covenants as follows:

1. Definitions. Capitalized terms used herein are defined herein and in Exhibit D attached hereto.

2. Use Restrictions. The Property shall be reserved and used for the Permitted Uses and for no other purpose. The Restricted Units shall include at least three (2) two-bedroom units. These three (3) Restricted Units shall be deemed to be assisted under the Community Development Block Grant – Disaster Recovery program ("CDBG-DR Assisted Units") Such CDBG-DR Assisted Units may also constitute Restricted Units with respect to other programs. Each Unit shall contain complete facilities for living, sleeping, eating, cooking and sanitation which are to be used on other than a transient basis. Each Unit shall meet the housing quality standards set forth in the regulations of HUD at 24 C.F.R. §982.401 or any successor thereto, the accessibility requirements at 24 C.F.R. Part 8 or any successor thereto (which implement Section 504 of the Rehabilitation Act of 1973) and, if applicable, the design and construction requirements of 24 C.F.R. §100.205 or any successor thereto (which implement the Fair Housing Act). The Restricted Units shall be designated "Floating Units", and be dispersed evenly throughout the buildings comprising the Property. Throughout the term hereof, the Grantor shall maintain the Property in good, safe and habitable condition in all respects and in full compliance with all applicable laws, by-laws, rules and regulations of any governmental (or quasi-governmental) body with jurisdiction over matters concerning the condition of the Property.

3. Occupancy Restrictions. The following restrictions shall apply during the period commencing with the first date on which any Units are occupied and continuing for the balance of the term of this Restriction.

A. Low Income Units. At least three (3) of the two-bedroom Units of the types shown on Exhibit C (attached hereto) shall be leased exclusively to Low Income Families ("Low Income Unit"). The monthly rent charged to a Family occupying a Low Income Unit shall not exceed the Fair Market Rent, minus, if applicable, an allowance established by the Holder for any utilities and services (excluding telephone) to be paid by the occupying Family. A Family who resides in a Restricted Unit, who qualified as a Low Income Family at the time of such Family's initial occupancy at the Property and whose Household Income exceeds eighty percent (80%) of the Family-size Adjusted AMI, shall, from and after the expiration of the then-current term of such Family's lease, no longer be treated as an income-qualified Family. The next available Unit shall be rented to a Low Income Family, to maintain the minimum requirement of three (3) Low Income Restricted Units.

B. Applicable Lease Term, Change of Status. References in the foregoing provisions of the "then-current term of such Family's lease" shall refer to the term of the lease or occupancy agreement in effect on the date of the required delivery of the income certification that reflects (or that, if duly delivered, would have reflected) the applicable increase in such Family's income.

C. Federal or State Rental Subsidy. In the case of CDBG-DR Assisted Units, if a Restricted Unit receives federal or state project-based rental subsidy and the occupying Family qualifies as a Very Low Income Family and pays as a contribution towards rent not more than thirty percent (30%) of one-twelfth of the Family's Household Income, then the maximum rent (i.e., tenant contribution plus rental subsidy) shall be the rent allowable under the federal or state rental subsidy program.

D. Next Available Unit Rule. If at any time fewer than the required number of Units are leased, rented or occupied by Qualified Families, the next available Units shall all be leased, rented or otherwise made available to Qualified Families until the required number of Units occupied by Qualified Families is again obtained. The foregoing provision shall be applied so as to maintain a mix of Restricted Units that is comparable in size, features and number of bedrooms to the originally designated Restricted Units.

4. Rent Schedule. Rents for Restricted Units shall not be increased above applicable maximums without the Holder's prior written approval of a specific request by the Grantor for a rent increase. Notwithstanding the foregoing, rent increases shall be subject to the provisions of outstanding leases and shall not be implemented without at least thirty (30) days' prior written notice by the Grantor to all affected Residents and notwithstanding any provision in a lease or occupancy agreement to the contrary, in the event of any increase in the rent payable by such Residents in connection with an increase in the income of such Residents, consistent with the terms hereof, the Residents shall have the right to terminate their lease or occupancy agreement by written notice to the Grantor delivered within such thirty-day period.

5. Resident Selection.

A. Nondiscrimination. The Grantor shall not discriminate on the basis of race, creed, color, sex, age, handicap, marital status, sexual preference, national origin or any other basis prohibited by law in the lease, use and occupancy of the Units or in connection with the employment or application for employment of persons for the operation and management of the Units. The Grantor shall not discriminate against, or refuse to lease, rent or otherwise make available the Units to, a holder of a certificate or voucher under the Federal Rental Certificate Program or the Federal Rental Voucher Program or a holder of a comparable document evidencing participation in a HOME Program tenant-based assistance program because of the status of the prospective tenant as a holder of such certificate, voucher or comparable HOME Program tenant-based assistance document.

B. Selection Policies. The Grantor shall adopt and submit to the Holder for approval resident selection policies and criteria for the Restricted Units that:

- (i) Are consistent with the purpose of providing housing for a Very Low Income Family or a Moderate Middle Income Family, as defined below and required herein;
- (ii) Are reasonably related to eligibility of prospective tenants under the and Programs to the prospective tenants' ability to perform the obligations of the Grantor's form lease;

- (iii) Give reasonable consideration to the housing needs of Families that would have preference under Section 6(c) (4) (A) of the United States Housing Act of 1937 (42 U.S.C. §1437 et seq.); and
- (iv) Provide for (x) the selection of Residents from a written waiting list in the chronological order of their application, insofar as practicable, and (y) the prompt written notification to any rejected applicant of the grounds for any rejection.

The Grantor shall also provide the Holder with an affirmative marketing plan acceptable to the Holder. The affirmative marketing plan must comply with all applicable statutes, regulations and executive orders. The approved marketing plan and the approved resident selection policies and criteria shall be adhered to in every respect and any changes thereto shall be subject to the prior written approval of the Holder.

6. Lease Form. The Grantor shall not include in any lease for a Restricted Unit any of the following provisions:

- A.** Agreement by the tenant to be sued, to admit guilt or to a judgment in favor of the Grantor in a lawsuit brought in connection with the lease.
- B.** Agreement by the tenant that the Grantor may take, hold, or sell personal property of household members without notice to the tenant and a court decision on the rights of the parties. This prohibition, however, does not apply to an agreement by the tenant concerning disposition of personal property remaining in the Unit after the tenant has moved out of the Unit. The Grantor may dispose of such personal property in accordance with state law.
- C.** Agreement by the tenant not to hold the Grantor or the Grantor's agents legally responsible for any action or failure to act, whether intentional or negligent.
- D.** Agreement of the tenant that the Grantor may institute a lawsuit without notice to the tenant.
- E.** Agreement by the tenant that the Grantor may evict the tenant or household members without instituting a civil court proceeding in which the tenant has the opportunity to present a defense, or before a court decision on the rights of the parties.
- F.** Agreement by the tenant to waive any right to a trial by jury.
- G.** Agreement by the tenant to waive the tenant's right to appeal, or to otherwise challenge in court, a court decision in connection with the lease.
- H.** Agreement by the tenant to pay attorney's fees or other legal costs even if the tenant wins in a court proceeding by the Grantor against the tenant. The tenant, however, may be obligated to pay costs if the tenant loses.

All leases for Restricted Units shall be consistent with the requirements set forth herein, shall be on a form reasonably approved by the Holder, shall be for terms of not less than one (1) year (unless a shorter term is specified by mutual agreement between the Resident and the Grantor, subject to the Holder's program requirements) and shall require tenants to provide information required for the Grantor to meet its reporting requirements hereunder. The Grantor may not

terminate the tenancy or refuse to renew the lease of an occupant of a Restricted Unit except (i) for serious or repeated violation of the terms and conditions of the lease; (ii) for violations of applicable federal, state or local law; (iii) for completion of the tenancy period for transitional housing; or (iv) for other good cause. Any termination or refusal to renew must be preceded by not less than thirty (30) days by the Grantor's service on the tenant of a written notice specifying the grounds for the action.

7. Transfer Restrictions. The Grantor shall not sell, transfer, convey, rent (except for leases or occupancy agreements made in connection with the Permitted Uses that are substantially in the form approved by the Holder), encumber as security for financing, or in any other way exchange all or any portion of the Property nor shall the Grantor permit the sale, transfer or pledge of any direct or indirect interests in the Grantor, without the express written permission of the Holder.

8. Term of Restrictions; Covenants to Run with Land. The term of this Restriction shall be 20 years the date hereof, provided that if the Project is not completed within 12 months after the date of this Restriction for any reason, the Holder shall have the right to extend the term hereof by recording in the Registry of Deeds a certificate of extension certifying the length of the delay in completing the Project, whereupon the term hereof shall automatically be extended by an amount of time equal to the length of such delay. Notwithstanding any provision to the contrary herein, this Restriction shall remain in full force for the full term set forth herein including any extension, notwithstanding any repayment of the Loan. The restrictions contained herein shall run with the land, shall bind the successors and assigns of the Grantor, and shall inure to the benefit of the Holder and its' successors and assigns as permitted herein.

9. Subsequent Conveyances. Each and every contract, deed or other instrument hereafter executed conveying the Property or portion thereof shall expressly provide that such conveyance is subject to this Restriction, provided, however, that the covenants contained herein shall survive and be effective regardless of whether such contract, deed or other instrument hereafter executed conveying the Property or portion thereof provides that such conveyance is subject to this Restriction.

10. Income Verification. The Grantor represents, warrants, and covenants that the determination of whether a Family occupying a Restricted Unit meets the income requirements set forth herein shall be made by the Grantor at the time of leasing of a Restricted Unit and thereafter at least annually on the basis of the current income of such Family. In initially verifying a Family's income, the Grantor shall examine the source documents evidencing annual income (e.g., wage statements, interest statements, unemployment compensation statements) for the Family.

11. Casualty. The Grantor represents, warrants and agrees that if the Property, or any part thereof, shall be damaged or destroyed, the Grantor (subject to the approval of the lender(s) providing financing) will use its best efforts to repair and restore the Units to substantially the same condition as existed prior to the event causing such damage or destruction, and the Grantor represents, warrants and agrees that the Units shall thereafter continue to operate in accordance with the terms of this Restriction.

12. Inspection. The Grantor hereby grants to Holder and its duly authorized representatives the right to enter the Property (a) at reasonable times and in a reasonable manner for the

purpose of inspecting the Property to determine compliance with this Restriction or any other agreement between the Grantor and such Holder and (b) after thirty (30) days' prior written notice, to take any reasonable and appropriate action under the circumstances to cure any violation of the provisions of this Restriction. The notice referred to in clause (b) shall include a clear description of the course and approximate cost of the proposed cure.

13. Enforcement. Upon violation by the Grantor of any of the provisions of this Restriction that remains uncured for more than thirty (30) days after notice thereof from Holder (or for such longer period not to exceed thirty (30) days as shall be reasonably required under the circumstances to cure such violation, provided that the Grantor has commenced the cure of such violation within the initial thirty (30) day period and is thereafter diligently pursuing the cure to completion), Holder, at its option (without liability to any party for failure to do so), may apply to any court, state or federal, for specific performance of this Restriction or an injunction against any violation of this Restriction, or for such other relief as may be appropriate, since the injury arising from the default under any of the terms of this Restriction would be irreparable and the amount of damage would be difficult to ascertain and may not be compensable by money alone. In each such default notice, the Holder giving such notice shall specify the violation in question and the actions such Holder believes are necessary and feasible to remedy such violation. No act or omission by Holder, other than a writing signed by it waiving a breach by the Grantor in accordance with the next Section hereof, shall constitute a waiver thereof. Holder shall be entitled to recover from the Grantor all of Holder's reasonable costs of an action for enforcement of this Restriction, including reasonable attorneys' fees (including the time of any in-house counsel of Holder charged at the same rate as comparable outside attorneys). By its acceptance of this Restriction, Holder undertakes any liability or obligation relating to the condition of the Property. Without limiting any other rights or remedies available to Holder, any transfer of all or any other portion of the Property in violation of the provisions hereof, in the absence of a certification from the Holder approving, or waiving any restrictions with respect to, the same, all as set forth above, shall, to the maximum extent permitted by law, be voidable by Holder, by suit in equity to enforce the restrictions hereof.

14. Compliance Certification. Upon written request therefor, Holder shall provide a statement in form acceptable for recording certifying that the Grantor is in full compliance with the provisions hereof, provided Holder believes that the Grantor is so in compliance. Upon receipt of a written request therefor, if Holder shall believe that the Grantor is not so in compliance, Holder shall provide such a recordable certification specifying in detail the section or sections hereof with which Holder believes the Grantor not to be in compliance. Any third party dealing with the Grantor may rely for all purposes on the truth and completeness of such a certification of Holder.

15. Notices. Any notice, request or other communication which any party hereto may be required or may desire to give hereunder shall be made in writing, and shall be deemed to have been properly given if hand delivered, if sent by recognized national overnight courier, receipt confirmed, or if mailed by United States registered or certified mail, postage prepaid, return receipt requested, addressed, in the case of the Grantor, to the Grantor's address set forth above and, in the case of the Holder, to the address of Holder as set forth above. Any party may change its notice address by furnishing in writing to all other parties hereto a notice of such new notice

address. A notice sent by certified or registered mail shall be deemed given three days after mailing; a notice sent by overnight courier shall be deemed given one day after deposit with such courier; and a notice delivered by hand shall be deemed given upon receipt.

16. Successors and Assigns; No Third-Party Beneficiaries. This Restriction shall be binding upon the Grantor and its successors and assigns, and shall burden the Property as specified herein. This Restriction shall also be binding upon the Holder, and shall inure to the benefit of their successors and assigns, provided that Holder shall not voluntarily assign its rights hereunder unless (a) Holder believes in good faith that it is no longer reasonably capable of performing its duties hereunder, and (b) such assignment shall be to a governmental body or an entity of a similar character and purposes to Holder which is reasonably capable of performing such duties hereunder.

17. Severability; Construction. All rights, powers and remedies provided herein may be exercised only to the extent that exercise thereof does not violate any applicable law, and are intended to be limited to the extent necessary so that they will not render this Restriction invalid, unenforceable or not entitled to be recorded, registered or filed under applicable law. If any provision or part hereof shall be affected by such holding, the validity of other provisions of this Restriction and of the balance of any provision held to be invalid, illegal or unenforceable, in part only, shall in no way be affected thereby, and this Restriction shall be construed as if such invalid, illegal, or unenforceable provision or part hereof had not been contained herein. In the event of any actual or potential inconsistency between the terms of this Restriction and any of the Statute and/or the Regulations, such terms shall be interpreted, to the extent reasonably possible, so as to reconcile any such inconsistencies. If such provisions cannot reasonably be reconciled, the provisions of the Statute, the Regulations and this Restriction, in the foregoing order of priority, shall control.

18. Governing Law. This Restriction shall be governed by the laws of The Commonwealth of Massachusetts. Inasmuch as the restrictions contained herein have been imposed upon the Property in part to satisfy requirements of the City and the CDBG-DR Program referred to herein, the restrictions contained herein are intended to be construed as a restriction held by a governmental body with the benefit of Section 26 of Chapter 184 of the Massachusetts General Laws as existing as of the date hereof, such that the restrictions contained herein shall not be limited in duration by any rule or operation of law, but rather shall run for the full term thereof.

19. Recording. The Grantor, at its cost and expense, shall cause this Restriction and any amendment hereto to be duly recorded with the Registry of Deeds (and if necessary or appropriate, re-recorded), shall pay or cause to be paid all recording, filing, or other taxes, fees and charges and shall comply with all such statutes and regulations as may be required by law in order to establish, preserve and protect the ability of the Holder and its' successors and assigns to enforce this Restriction.

20. Further Assurances. The Holder is authorized to record or file any notices or instruments appropriate to assuring the enforceability of this Restriction; and the Grantor on behalf of itself and its successors and assigns appoints the Holder its attorney-in-fact to execute, acknowledge and deliver any such instruments on its behalf. Without limiting the foregoing, the Grantor and its successors and assigns agree to execute any such instruments upon request. The benefits of this

Restriction shall be in gross and shall be assignable by the Holder. The Grantor and the Holder intend that the restrictions arising hereunder take effect upon the date hereof, and to the extent enforceability by any person ever depends upon the approval of governmental officials, such approval when given shall relate back to the date hereof regardless of the date of actual approval or the date of filing or recording of any instrument evidencing such approval.

21. Incorporation of Exhibits and Riders. Any and all exhibits and riders attached hereto or otherwise referenced herein are hereby incorporated by reference, the same as if each were fully set forth herein.

22. Amendment; Waiver. This Restriction may not be amended, nor may any obligation hereunder be waived or released, without first obtaining the written consent of the Holder.

No documentary stamps are required as this Restriction is not being purchased by the Holder.

[Signature page follows]

Executed under seal as of the date set forth above.

Springfield Housing Authority

By: William H. Abrashkin

William H. Abrashkin

Its: Executive Director

COMMONWEALTH OF MASSACHUSETTS

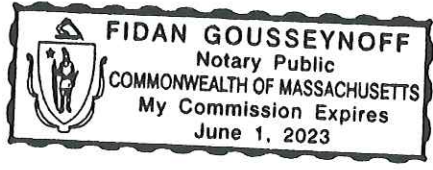
Hampden County, ss.

On this 17th day of August, 2016, before me, the undersigned notary public, personally appeared William H. Abrashkin, the Executive Director of Springfield Housing Authority, proved to me through satisfactory evidence of identification, which was (a current driver's license) (a current U.S. passport) (my personal knowledge of the identity of the principal), to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily, in such capacity, for its stated purpose.

[Signature]

Notary Public

My commission expires: 06/01/2023



- EXHIBIT A Property Description
- EXHIBIT B Additional Definitions

EXHIBIT A : PROPERTY DESCRIPTION

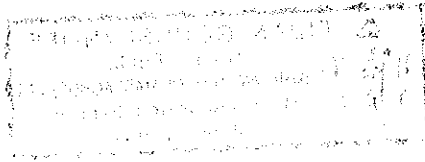


EXHIBIT B : ADDITIONAL DEFINITIONS

Following are additional definitions used in this Affordable Housing Restriction:

"Area" shall mean Springfield, MA HMFA.

"Bedroom Adjusted AMI" applicable to a Unit shall mean the median income for the Area, with adjustments for the number of bedrooms in such Unit, as determined from time to time by HUD pursuant to Section 8 of the United States Housing Act of 1937, as amended. For purposes of adjustments for the number of bedrooms in a Unit, a Unit that does not have a separate bedroom is assumed to be occupied by one individual and a Unit with one or more separate bedrooms is deemed assumed to be occupied by 1.5 individuals for each bedroom (with the total number of individuals rounded up).

"CDBG-DR" shall mean HUD's federal Community Development Block Grant - Disaster Recovery Program.

"Fair Market Rent" shall mean the fair market rent in the Area for a comparably-sized dwelling as established by HUD under regulations promulgated at 24 C.F.R. §888.11 (or successor regulations), minus a monthly allowance established by the Holder for any utilities and services (excluding telephone) to be paid by the occupying Family.

"Family" shall have the meaning set forth in 24 C.F.R. §5.403 (or any successor regulation). Notwithstanding the foregoing, a household comprised of a full-time student or students shall not qualify as a Family except as permitted under the federal low-income housing tax credit program pursuant to Section 42(i)(3)(D) of the Internal Revenue Code of 1986, as amended.

"Family-size Adjusted AMI" shall mean the median income for the Area, adjusted for family size, as determined from time to time by HUD pursuant to Section 8 of the United States Housing Act of 1937, as amended.

"Grantor" shall mean the Grantor named on the first page hereof or any successor or assign thereof permitted under Section 8 of this Restriction, including any party holding ownership interests in or with respect to the Property.

"Guidelines" shall mean the CDBG-DR-Guidelines.

"Holder" shall mean the City of Springfield, MA and its' Office of Disaster Recovery, or, as applicable, each successor or assign of the foregoing.

"Household Income" shall mean a Family's adjusted annual income determined in the manner set forth in 24 C.F.R. §5.609 (or any successor regulations).

"HUD" shall mean the United States Department of Housing and Urban Development.

"Improvements" shall mean the building or buildings on the Property presently containing, or after completion of the planned construction to contain, the number of Units indicated on the first page hereof, and all other authorized buildings, structures and improvements located on the Property from time to time, all equipment and fixtures therein, and any authorized repair, improvement, reconstruction, restoration, renovation, or replacement of a capital nature thereto or otherwise on the Property.

"Loan" shall mean the Forgivable Development Loan of \$300,000.00 for the Project being provided to the Grantor under the federal CDBG-DR Program.

"Low Income Family" shall mean a Family whose Household Income is less than or equal to eighty percent (80%) of the Family-size Adjusted AMI.

"Permitted Uses" shall mean use of the Improvements for the number of rental Units indicated on the first page hereof, including the number of Restricted Units indicated on the first page hereof.

"Programs" shall mean the CDBG-DR Program.

"Property" shall mean that certain parcel or parcels of land located at the Property Address indicated on the first page hereof and more particularly described in Exhibit A attached hereto, together with all Improvements thereon.

"Registry of Deeds" shall mean the Hampden County Registry of Deeds.

"Regulations" shall mean the CDBG-DR Regulations.

"Residents" shall mean the lawful occupants of the Units.

"Restricted Unit" shall mean a Unit required by the terms hereof to be rented to a Low Income Family.

"Sponsor" shall mean Springfield Housing Authority.

"Unit" shall mean any residential unit located on the Property.

EXHIBIT A: SUPPLEMENTAL AGREEMENT

EXHIBIT B: BUDGET

Construction Budget
Replacement of Four Units - 425 Central Street

Description of Work	Scheduled Value
General Conditions	\$70,000.00
Building Permit	\$5,936.00
Bond	\$22,259.16
Mobilization	\$4,000.00
Dumpsters	\$3,000.00
Project Sign	\$1,500.00
Equipment	\$14,063.33
Plumbing	
Mobilization - Layout	\$2,618.25
Electrical	
Site Work	\$7,000.00
Earthwork	
Paving	\$30,850.00
Loam and Seed	\$6,200.00
Tiling	
General Conditions	\$100.00
Submittals	\$100.00
Closeout	\$100.00
Warranties	\$100.00
Resilient Flooring	
General Conditions	\$200.00
Submittals	\$100.00
Closeout	\$100.00
Warranties	\$100.00
Total	\$168,326.74
425 Central Street	
Excavation & Backfill	\$31,000.00
Footings & Foundation	\$37,500.00
Flatwork	\$14,000.00
Rebar/Wiremesh	\$13,000.00
Water & Sewer	\$21,500.00
Rough Carpentry	
Framing Material	\$65,851.00
First Floor Deck & Exterior Walls	\$25,000.00

2nd Floor Deck & Exterior Walls	\$20,000.00
Interior Walls & Blocking	\$15,000.00
Trusses - Material	\$6,649.00
Trusses - Labor	\$10,000.00
Metal Railing	\$2,285.00
Porch Deck & Railings	\$3,000.00
Stair Work	\$12,980.00
Insulation	
Thermal & Moisture Protection	\$4,000.00
Insulation Fiberglass	\$5,150.00
Insulation C.C. Foam	\$9,350.00
Siding & Trim Material	\$20,000.00
Siding & Trim Labor	\$21,000.00
Roofing & Flashing Material	\$6,507.00
Roofing & Flashing Labor	\$7,255.00
Shop Fabrication Valleys	\$398.00
Firestopping	\$2,000.00
Joint Sealants	\$2,000.00
Doors	
Metal Doors & Frames	
Material	\$2,392.50
Labor	\$2,000.00
Interior Composite Doors	
Material	\$3,232.50
Labor	\$3,000.00
Folding Doors	
Material	\$17,500.00
Labor	\$3,000.00
Door Hardware	\$3,250.00
Vinyl Windows	
Material	\$8,928.00
Labor	\$2,250.00
Hardware	\$3,250.00
Access Doors & Frames	\$1,500.00
Storm Doors	\$1,680.00
Gypsum Board - Material	\$37,700.00
Gypsum Board - Labor	

Interior Trim & Finishes Material	\$1,500.00
Interior Trim & Finishes Labor	\$12,446.50
Tiling	
Material	\$1,310.00
Labor	\$3,987.50
Resilient Flooring	
Material	\$2,685.00
Labor	\$6,854.00
Stair Treads & Landing Material	\$5,225.00
Stair Treads & Landing Labor	\$3,162.50
Wash & Wax Material	\$47.50
Wash & Wax Labor	\$900.00
Painting	
Prime Coat	\$5,700.00
Finish Coat	\$5,700.00
Exterior	\$5,000.00
Specialties	
Bathroom Accessories	\$1,100.00
Closet Hardware	\$4,216.00
Residential Appliances	\$3,365.00
Fold Down Attic Stairs	\$2,300.00
Casework	\$9,443.00
Roller Shades	\$2,106.00
Plumbing - Waiting for breakdown	
Waste & Vent Material	\$4,363.87
Waste & Vent Labor	\$6,545.50
Water Pipe Material	\$4,189.50
Water Pipe Labor	\$6,283.50
Gas Pipe Material	\$523.63
Gas Pipe Labor	\$785.50
Finish & Fixtures	\$17,455.00
Pipe Insulation	\$2,181.88
HVAC	
Insulation	\$3,550.00
Balancing	\$1,075.00

Boilers	\$4,270.00
Baseboard	\$5,850.00
Water Heater	\$1,560.00
Hydronic Spec	\$845.00
Fans	\$420.00
Basement	
Material	\$7,940.00
Labor	\$4,150.00
First Floor	
Material	\$6,440.00
Labor	\$3,490.00
Second Floor	
Material	\$4,940.00
Labor	\$2,820.00
Electrical	
Fixtures Package	\$8,930.50
Fire Alarm Package	\$6,750.00
Gear Package	\$3,000.00
Basement Rough	\$3,569.00
Basement Finish	\$893.00
Unit 1 Rough	\$8,729.00
Unit 1 Finish	\$1,934.00
Unit 2 Rough	\$7,973.00
Unit 2 Finish	\$1,934.00
Meter Bank Installation	\$2,262.50
427 Central Street	
Excavation & Backfill	\$31,000.00
Footings & Foundation	\$37,500.00
Flatwork	\$14,000.00
Rebar/Wiremesh	\$13,000.00
Water & Sewer	\$21,500.00
Rough Carpentry	
Framing Material	\$65,851.00
First Floor Deck & Exterior Walls	\$25,000.00
2nd Floor Deck & Exterior Walls	\$20,000.00
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Plumbing - Waiting for breakdown	
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Boilers	\$4,270.00
Baseboard	\$5,850.00
Water Heater	\$1,560.00
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Fans	\$420.00
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Labor	\$4,150.00
First Floor	
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Material	\$4,940.00
Labor	\$2,820.00
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Gear Package	\$3,000.00
Basement Rough	\$3,569.00
Basement Finish	\$893.00
Unit 1 Rough	\$8,729.00
Unit 1 Finish	\$1,934.00
Unit 2 Rough	\$7,973.00
Unit 2 Finish	\$1,934.00
Meter Bank Installation	\$2,262.50
Grand Total	\$1,483,945.50

Central Street ReDevelopment			
PHASE III - Development of Final Four Units - 67-69 Sanderson Street			
Architectural		\$227,300.00	
Soft Costs		\$11,500.00	
Construction Cost		\$1,500,000.00	
Contingency		\$150,000.00	
	Phase III Total:	\$1,888,800.00	
	Total Costs Phase, I, II, III	\$3,892,186.84	
SOURCES OF FUNDING			
	Insurance	\$1,855,524.21	
	City of Springfield	\$300,000.00	
	Anticipated FEMA/Capital Grant Funds	\$1,736,662.63	
	Total Sources of Funds:	\$3,892,186.84	

EXHIBIT C: PROJECT SCHEDULE

EXHIBIT D: LOBBYING CERTIFICATION

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1326, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. The DEVELOPER hereby certifies that:

- [a] No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, an employee or officer of the CITY nor member of the CITY's governing body, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal Agreement, the making of any Federal grant, of any Federal loan, the entering into of any cooperative agreement, nor any extension, renewal, amendment, or modification of any Federal Agreement, grant, loan or cooperative agreement;
- [b] If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, an employee or officer of the CITY nor member of the CITY's governing body, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal Agreement, grant, loan or cooperative agreement, it will complete and submit Standard Form LLL "Disclosure Form to Report Lobbying," in accordance with its instructions;
- [c] It shall require that the language of paragraph [d] of this certification be included in the award documents for all sub-awards at all tiers (including subcontractors, subgrants, and Agreements under grants, loans and cooperative agreements) and that all Developers shall certify and disclose accordingly; and
- [d] Any attempt by any officer, employee or agent of the CITY in soliciting or accepting gratuities, favors or anything of monetary value from DEVELOPER shall be reported in writing immediately to responsible officials of the CITY. Such reports to CITY shall contain the name of the CITY officer, agent or employee and the detailed circumstances of the incident.

Dated: 08/17/2016

Springfield Housing Authority

By: William W. Abrashkin
(signature of authorized agent)

WILLIAM H. ABRASHKIN
(printed name of agent)

EXECUTIVE DIRECTOR
(title of agent)

**EXHIBIT E: VOTE OF CORPORATION AUTHORIZING
EXECUTION OF CONTRACT**

EXTRACTS OF MEETING

EXTRACTS FROM THE MINUTES OF A REGULAR MEETING OF THE SPRINGFIELD HOUSING AUTHORITY HELD ON AUGUST 16, 2016.

THE MEMBERS OF THE SPRINGFIELD HOUSING AUTHORITY MET IN OPEN SESSION OF A REGULAR MEETING IN CONFERENCE ROOM OF THE SPRINGFIELD HOUSING AUTHORITY AT 60 CONGRESS STREET IN THE CITY OF SPRINGFIELD, MASSACHUSETTS, 01104, AT 4:30 PM ON TUESDAY, AUGUST 16, 2016. THE MEETING WAS CALLED TO ORDER BY CHAIRMAN THOMAS AT 4:30 PM AND UPON ROLL CALL, THOSE PRESENT AND ABSENT WERE AS FOLLOWS:

PRESENT:	WILLIE THOMAS	ABSENT:
	THOMAS LABONTE	
	JESSICA QUINONEZ	
	ANGELA ROBLES	
	RAYMOND WARREN	

UPON A MOTION MADE BY COMMISSIONER WARREN, SECONDED BY COMMISSIONER LABONTE IT WAS UNANIMOUSLY VOTED TO ADOPT RESOLUTION #9670 TO ACCEPT THE COMMUNITY DEVELOPMENT BLOCK GRANT DISASTER RECOVERY LOAN AGREEMENT & AFFORDABLE HOUSING RESTRICTIONS WITH THE CITY OF SPRINGFIELD, AS AMENDED BY ATTORNEY PRISCILLA CHESKY. APPOINT WILLIAM H. ABRASHKIN AS THE CONTRACTING OFFICER, ALLOWING HIM TO EXECUTE SAID DOCUMENTS AND TO COMPLETE THE EXHIBITS AS NEEDED.

AYES: 5
NAYS: 0

ATTEST:

CERTIFIED AS A TRUE AND CORRECT COPY BY:

William H. Abrashkin
WILLIAM H. ABRASHKIN
EXECUTIVE DIRECTOR
SPRINGFIELD HOUSING AUTHORITY

CERTIFICATE

I, the undersigned, the duly appointed, qualified and acting Secretary of the Springfield Housing Authority, do hereby certify:

That the attached extract from the minutes of the regularly scheduled meeting of the members of said Authority held on August 16, 2016 is a true and correct copy of the original minutes that relate to the matters set forth in said attached extract.

That on the date of this meeting each member present and voting was a resident of the City of Springfield, Massachusetts.

That notice of such meeting was duly filed forty-eight hours prior thereto with the clerk of the City of Springfield in accordance with the requirements of M.G.L. c.39 sec.23B, as amended.

In witness thereof, I have hereunto set my hand and the seal of said Authority this

17th day of August, 2016.

Secretary William W. Abrashkin
William H. Abrashkin

(i) **EXHIBIT F: CITY OF SPRINGFIELD
COMMUNITY DEVELOPMENT
INTERNAL CONTROL QUESTIONNAIRE**

DATE 08/17/2016

NAME OF OPERATING AGENCY Springfield Housing Authority

ADDRESS OF OPERATING AGENCY 60 Congress Street, Springfield, MA 01101

TAX ID OF OPERATING AGENCY 046-004-072

TEL #413-785-4500 FAX #413-785-4516 CONTACT PERSON WALLACE KISIEL

TITLE OF PROJECT 425 Central Street, Springfield, MA

PROJECT LOCATION 425 Central Street, Springfield, MA

AMOUNT OF FUNDING Three Hundred Thousand Dollars and 00/100 (\$300,000.00)

SOURCE OF FUNDING: CDBG E.C. OTHER (CDBG-DR)

1. Name and Title of individual(s) signing Schedule of Reimbursable expenses request and checks:

A. REIMBURSABLE EXPENSE REQUEST WALLACE KISIEL

B. CHECK SIGNATURE WILLIE THOMAS

2. Name of person responsible for maintaining records for this contract (list title also).

WALLACE KISIEL, DEPUTY EXECUTIVE DIRECTOR AND NAOMI DECHRISTOPHER, CAPITAL IMPROVEMENTS CLERK

3. Name of person who is responsible for:

A. Maintaining payrolls NAOMI DECHRISTOPHER

B. Maintaining Time Sheets NAOMI DECHRISTOPHER

C. Reconciling Bank Statements MICHELE DECOTEAU, ACCOUNTING MANAGER

D. Preparing Statement of Project Costs WALLACE KISIEL

E. Preparing Checks LAROSE BASQUE, AP CLERK

F. Purchasing N/A

4. Name of person who will maintain the following books of record (at least)

1. Cash receipts and Disbursements Ledger ACCOUNTING PERSONNEL

2. Voucher Register LAREESE GASQUE, ACCOUNTS PAYABLE CLERK

3. Project Cost Ledger N/A

5. Name of Employees Bonded:

N/A

6. Does the agency maintain a purchase requisition system, and who authorizes purchases?

Yes, John Healy

7. Who signs all vouchers ready for payment?

MICHELE DECOTEAU OR JOANN WHITE

8. What is included or needed for authorization to disburse checks (e.g., voucher, purchase order, receiving slip)?

Voucher or purchase order, invoice, receiving slip and signature for approval

9. Who is responsible for hiring personnel?

N/A

10. Who is responsible for submitting time sheets of employees?

N/A

11. What controls are in place for equipment purchases?

N/A

I HEREBY ATTEST THAT THE ABOVE INFORMATION IS ACCURATE AND CORRECT.

William H. Abrash
Signature of Authorized Representative for Agency

8/17/10
Date



SPRINGFIELD
HOUSING
AUTHORITY

60 Congress Street • P.O. Box 1609 • Springfield, MA 01101
(413) 785-4500 • Fax (413) 785-4516
www.shamass.org

EXHIBIT G: DEBARMENT CERTIFICATE

DEBARMENT CERTIFICATE

In accordance with 24 CFR 24.100 through 24.714, *William H. Abrashkin*, hereby certifies that neither the organization nor any of its principal employees has been disbarred, suspended or voluntarily excluded by any Governmental agency from receiving Federal financial assistance and non-financial assistance and benefits.

By signing this Certificate, the organization expressly understands and acknowledges that any person or entity that has been debarred or suspended is not eligible to receive Federal financial and non-financial assistance and benefits under Federal programs and activities.

Springfield Housing Authority

Dated: 8/17/10

By: *William H. Abrashkin*
(Signature of authorized agent)

WILLIAM H. ABRASHKIN
(Printed name of agent)

EXECUTIVE DIRECTOR
(Title of agent)

This Certificate must be printed on agency letterhead.





60 Congress Street • P.O. Box 1609 • Springfield, MA 01101
(413) 785-4500 • Fax (413) 785-4516
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EXHIBIT H: CONFLICT OF INTEREST STATEMENT

SHA EMPLOYEE HANDBOOK (Chapter III-D) - Conflict of Interest and Financial Disclosure Policy

The SHA is committed to the highest standards of ethics and business conduct. Employees are expected to use good judgment, adhere to high ethical standards and conduct themselves in a manner that avoids an actual or perceived conflict of interest between their personal interests and those of the SHA. Employees may not engage in any business, financial activity, or practice that may adversely affect or conflict with the interests of the SHA.

M.G.L. Chapter 268A specifies standards of conduct for Massachusetts public officials and employees. Board members, employees and professional consultants employed by the SHA are considered to be public officials or employees subject to these standards. The Code of Massachusetts Regulations [760 CMR 4.04] specifies standards for SHA Board members, employees and consultants. Both laws prohibit improper conduct and conduct that appears to be improper.

When questions arise as to whether certain conduct may be improper, the affected person may consult with the SHA Ethics Counselor and/or the Massachusetts State Ethics Commission, located at One Ashburton Place, Room 619, Boston, MA at (617) 727-0060 or (888) 485-4766.

Conflicts of interest and/or unethical behavior may take many forms. Although it is impossible to list every type of conflict of interest and unethical behavior, the following list summarizes some portion of the law and has been created from information that appears on the State Ethics Commission web site, which can be found at www.mass.gov/ethics/public_sector.html.

Chapter [268A](#) of the General Laws governs the conduct of a public official or employee. Below are some of the general rules that must be followed. An employee could face civil and criminal penalties if a prohibited action is taken. Many aspects of the law are complicated and there are often exemptions to the general rules.

In general:

- An employee may *not* ask for or accept *anything* (regardless of its value), if it is offered in exchange for your agreeing to perform or not perform an official act.

[Note: The SHA Procurement Policy is more stringent than the following policy. The SHA has established a policy that employees may not ask for or accept anything for personal use from anyone with whom they have official dealings. The SHA does not permit acceptance of gifts of a value of less than \$50].

An employee may *not* ask for or accept anything [worth \$50 or more] from anyone with whom they have official dealings. Examples of regulated "gifts" include: sports tickets, costs of drinks and meals, travel expenses, conference fees, gifts of appreciation, entertainment expenses, free use of vacation homes and complimentary tickets to charitable events. *If a prohibited gift is offered to an employee, he or she may:* refuse or return it; donate it to a non-profit organization, provided he or she does not take the tax write-off;

Developer conflict of interest policy, printed on its letterhead.



EXHIBIT I: TAX CERTIFICATION AFFIDAVIT FOR CONTRACTS

Individual Social Security No. _____ State Identification No. 046-004-072 Federal Identification No. _____

Company: Springfield Housing Authority

P.O.Box (if any): 1609

Street Address Only: 60 Congress Street

City/State/Zip Code: Springfield, MA 01101

Telephone Number: 413-785-4500

Fax Number: 413-785-4516

List address(es) of all other property owned by company in Springfield:

Please see attached

Please identify if the bidder/proposer is a:

Corporation _____

Individual _____ Name of Individual: _____

Partnership _____ Names of all Partners: _____

Limited Liability Company _____ Names of all Managers: _____

Limited Liability Partnership _____ Names of Partners: _____

Limited Partnership _____ Names of General Partners: _____

SHA PUBLIC HOUSING ADDRESSES

Street Address	Site #	District	Project Name	Zip
Allendale St 49 & 51	703	D	Scattered Site Family	01107
Arch St 29-33	693	A	Rehabilitation Center	01107
Arthur Picard Circle 1-5, 7, 9-24, 27-34, 36, 38, 40	202	B	Duggan Park	01151
Ashley St 100 (#101, 201, 301, 401)	322	E	Turnkey	01105
Aster St 39A-D	201	B	Reed Village	01109
Aster St 9, 17, 21, 23, 25, 27, 47A-D	220	B	Reed Village S8	01109
Barney Lane 12-90 even	603	A	Forest Park Manor	01108
Bay St 235, 237	322	E	Turnkey	01109
Bay 527, 537A-D, 557A-D, 569, 571, 573 577A-D, 579A-D, 581, 583, 583, 587A-D, 589A-D, 593, 595, 597, 601, 603, 605A-D, 607A-D, 609, 611, 613, 615, 617	201	B	Reed Village	01109
Bay St 1430-1434; 1444 - 1460 even	203	B	Robinson Gardens	01109
Belmont St 107 (#23-28), 111 (#29-32)	305	D	Patrick Harrigan Apts.	01108
Berkshire Ave 308-314, 322-338, 344-350, 372-378	203	B	Robinson Gardens	01109
Berkshire Ave 603 A1-E45	607	A	Morris Apts. II	01109
Bog Hollow Road 24	691	A	Handicap/Scattered	01109
Burdley Road 662	691	A	Handicap/Scattered	01109
Carew St 1228-1240 even	601	A	Carpe Diem	01104
Cedar St 122 & 124	702	D	Scattered Site Family	01105
Central St 347-367 odd (#1-44)	313	D	Central Apts.	01105
Central St 425 (#101, 102, 201, 202...401, 402)	322	E	Turnkey	01105
Clifton Ave 60 & 62	702	D	Scattered Site Family	01105
Clyde 103-111 odd; 120, 122; 123-131, 137-145, 159-167 all odd	301	C	Riverview Apts.	01107
Dewey St 45 (#101-109, 201-210)	606	A	Morris Apts. I	01109
Dickinson St 472-530 even	603	A	Forest Park Manor	01108
Division St 98, 100, 103, 105 (#201-204, 301-304...801-804)	301	C	Riverview Apts.	01107
Eagan Drive 15, 18	692	B	Group Residence	01109
Eastern Ave 418, 420, 426 & 428	270	D	Scattered Site Family	01109
Edgewood St 5 & 9	201	B	Reed Village	01109
Edmund Wynne Circle 32A-D, 36A-D, 38A-D, 40, 42, 44, 46, 48, 50, 52A-D, 54A-D, 58A-D, 62, 64, 66, 68, 70, 72, 74, 76, 78, 80, 82, 86A-D	201	B	Reed Village	01109
Emerald St 19	691	A	Handicap/Scattered	01119
Florence St 135 & 137	702	D	Scattered Site Family	01105
Florida St 63 B1-8; 71 A1-8	602	A	Harry Hogan	01109
Gerrish Ct 2 (#102-402); 4 (#103-403); 6 (#104-404)	322	E	Turnkey	01105
Goodwin 399, 401, 409, 411; 421-425, 435-441, 451-473, 483-519 (all odd only)	202	B	Duggan Park	01151
Goodwin 399, 401, 409, 411; 421-425, 435-441, 451-473, 483-519 (all odd only)	702	D	Scattered Site Family	01107
Groveoor St 36, 38, 42, 44; 51-59 odd	270	D	Scattered Site Family	01109
Hancock St 223 & 225	316	D	Johnny Applesseed Apts	01105
Hancock St 500 A1-A8, B1-B8...G1-G8, H1-H4	308	B	Moxon Apts.	01151
Healy St 22-68 even	270	D	Scattered Site Family	01105
James St 59, 61, 67 & 69	691	A	Handicap/Scattered	01109
Keddy St 176	702	D	Scattered Site Family	01109
King St 129 & 131	270	D	Scattered Site Family	01109
King St 75, 77, 83, 85, 137 & 139	691	A	Handicap/Scattered	01109
Lawton St 31	202	B	Duggan Park	01151
Layton Bros. Rd 3, 5, 7, 9-15, 17, 19-23; 25-47 odd; 48-52, 54, 55, 57, 59-66; 67-85 odd; 86-94, 96-100; 101-109 odd; 110-117; 119-123 odd; 124-131; 133-136; 137-143 odd	691	A	Handicap/Scattered	01109
Leatherleaf Circle 44 & 51	691	A	Handicap/Scattered	01109
Leatherleaf Drive 40 & 95	691	A	Handicap/Scattered	01109
Lionel Benoit Rd 5A-D, 6A-D, 13, 14, 15, 16, 17, 18, 30A-D, 32A-D, 34, 36, 38, 40A-D, 42A-D, 50, 52, 54, 62A-D, 64A-D, 66, 68, 70, 72A-D, 74A-D	201	B	Reed Village	01109
Lionel Benoit Rd 82, 84, 92, 94, 96A-D, 98A-D, 100, 102, 104, 106A-D, 108A-D, 110, 112, 118, 120, 122, 124	220	B	Reed Village S8	01109
Lowell St 58 & 60	703	D	Scattered Site Family	01107
Manhattan 54-58	692	B	Group Residence	01109
Manilla Ave 13, 15-19, 22-29, 32-39, 42-47, 49, 53, 55	307	E	Manilla Apts.	01109
Marble St 111-118	311	B	Marble Apts.	01105
Melrose St 57 & 59	270	D	Scattered Site Family	01109
Milton Ct 1-9, 11, 13, 15, 16, 18-25, 27-34, 36, 37, 39, 41, 43; 47-57 odd	604	A	Orchard Manor	01151
Morgan St 31, 35, 37, 41, 45, 47, 51	315	C	Morgan Manor	01107
Moxon 23-77 odd	308	E	Moxon Apts.	01151
Nursery 166, 170, 174, 177, 178, 181, 182, 185, 186, 190, 191, 195, 196	303	C	Sullivan Apts.	01104
Orchard St 39, 41, 46, 48	703	D	Scattered Site Family	01107
Orchard St 39, 41, 46, 48	312	E	Kathryne Jones Apts.	01109
Pendleton Ave 35, 37, 39, 41, 43, 45, 47, 49	270	D	Scattered Site Family	01109
Pendleton Ave 80 & 82	310	E	Pendleton Apts.	01109
Pendleton Ave 178 A-E, 186 A-B; 194 A-F	309	E	Pine-Renee Apts.	01105
Pine St 231, 235, 239	306	B	Pine-James Apts.	01105
Pine St 25, 29, 33, 35, 39, 41, 45	307	E	Manilla Apts.	01109
Ralph St 72-78 even	309	E	Pine-Renee Apts.	01105
Reneo Cir. 43-46, 56-59, 66-69, 76-79, 86, 88, 96, 98, 102, 104, 108-112, 114, 119, 121	702	D	Scattered Site Family	01107
Ringgold St 35-41 odd	203	B	Robinson Gardens	01109
Robert Dyer Circle 7-14; 17-23 odd; 27-34; 40-46 even; 52, 54, 56; 57-63 odd; 67, 69, 71, 73-81; 85-91 odd; 94-99, 101-109; 113, 115; 119-125 odd; 131, 133; 134-138 even	202	B	Duggan Park	01151
Rodney Smith Jr Circle 6, 8, 11, 13-18, 20, 21, 23, 25, 27, 30-37, 48-55	302	D	Collins Twin Towers	01104
Saab Court 17, 19, 25, 27	302	D	Collins Tri Tower	01104
Saab Court 18	301	C	Riverview Apts.	01107
Sanderson St 36-62 even; 67-70; 76-82 even; 88, 90, 100, 102; 108-114 even; 115-118, 120, 122, 128, 130, 136-134 even	691	A	Handicap/Scattered	01118
Shadybrook Lane 238	601	A	Carpe Diem	01104
Shaine Circle 15-43 odd; 47-55 odd; 56-60; 62-68 even; 73-86; 92-98 even; 99-105, 107, 109-111; 112-118 even; 119-131 odd	322	E	Turnkey	01109
Sherman St 151 & 155	602	A	Harry Hogan	01109
St James Ave 138 & 142	314	E	Jennie Lane	01104
St James Ave 1118 & 1122	303	C	Sullivan Apts.	01104
Stafford 104, 112, 120	603	A	Forest Park Manor	01108
Traffon Rd 4-102 even	203	B	Robinson Gardens	01109
William Sands Jr Rd 9-16; 19-23 odd; 27-33; 38, 40-46, 48, 50-53, 55, 57	260	A	Genile Apts.	01105
William St 85	305	D	Patrick Harrigan Apts.	01108
Woodside Terrace 59, 63, 69, 73, 77, 81				

You must complete the following certifications and have the signature(s) notarized on the lines below. Any certification that does not apply to you, write N/A in the blanks provided.

FEDERAL TAX CERTIFICATION

I, William H. Abrashkin certify under the pains and penalties of perjury that Springfield Housing Authority, to the best of my knowledge and belief, has/have complied with all United States Federal taxes required by law.

William H. Abrashkin _____ 8/17/16 _____
Bidder/Proposer Authorized Person's Signature Date

CITY OF SPRINGFIELD TAX CERTIFICATION

I _____ certify under the pains and penalties of perjury that _____, to the best of my knowledge and belief, has/have complied with all City of Springfield taxes required by law (has/have entered into a Payment Agreement with the City).

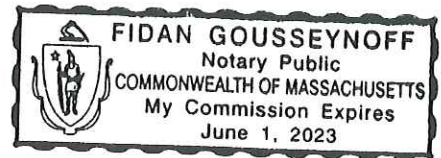
N/A _____
Bidder/Proposer Authorized Person's Signature Date

COMMONWEALTH OF MASSACHUSETTS TAX CERTIFICATION

Pursuant to M.G.L. c. 62C '49A, I _____ certify under the pains and penalties of perjury that _____, to the best of my knowledge and belief, has/have filed all state tax returns and has/have complied with all state taxes required by law.

N/A _____
Bidder/Proposer Authorized Person's Signature Date

The Commonwealth of Massachusetts
On this 17th day of August 2016,
before me, the undersigned notary public, personally appeared
William H. Abrashkin
proved to me through satisfactory evidence of identification, which were DL 59620353
to be the person whose name is signed on the preceding or attached document and
acknowledged to me that he signed voluntarily for its stated purpose.
Fidan Gousseynoff _____
Notary Public
My Commission Expires 06/01/2023



1. *[Faint, illegible text]*

ПРОТОКОЛ
[Faint, illegible text]

[Faint, illegible text]



Form ST-5 Sales Tax Exempt Purchaser Certificate

Rev. 6/09
Massachusetts
Department of
Revenue

Part 1. Exempt taxpayer information. To be completed by exempt government or 501(c)(3) organization.

Name Springfield Housing Authority

Address 60 Congress Street

City Springfield State MA Zip 01105

Exemption number 046-004-072

Issue date 1/2/90 Date of expiration of certificate none

Certification is hereby made that the organization named above is an exempt purchaser under Massachusetts General Laws, Chapter 64H, sections 6(d) or 6(e). All purchases of tangible personal property or services by this organization are exempt from taxation under said chapter to the extent that such property or services are used in the conduct of the business of the purchaser. Any abuse or misuse of this certificate by any tax-exempt organization or any unauthorized use of this certificate by any individual constitutes a serious violation and will lead to revocation.

Signature Michelle Desordain Title Accounting Manager Date 1/1/2016

Warning: Willful misuse of this certificate may result in criminal tax evasion sanctions of up to one year in prison and \$10,000 (\$50,000 for corporations) in fines.

Part 2. Agent information. To be completed by agent of exempt government or 501(c)(3) organization.

Name of agent's organization _____

Address _____

City _____ State _____ Zip _____

Agent's name _____

Address _____

City _____ State _____ Zip _____

I certify that in making this purchase, I am acting as an agent for the exempt organization named above (select one):

Government organization (local public school, city/town government, state agency, etc.).
Attach Form ST-2, if available. If Form ST-2 is not available, enter exemption number, if known: _____

501(c)(3) organization (parochial school, Scout troop, etc.). Form ST-2 must be attached.

Signature _____ Title _____ Date _____

Part 3. Vendor information

Vendor's name _____

- Check applicable box:
- Single purchase certificate (attach detailed receipts or complete Part 4, on reverse)
 - Blanket certificate



Form ST-2
Certificate of Exemption

Massachusetts
Department of
Revenue

Certification is hereby made that the organization herein named is an exempt purchaser under General Laws, Chapter 84F, sections 6(d) and (e). All purchases of tangible personal property by this organization are exempt from taxation under said chapter to the extent that such property is used in the conduct of the business of the purchaser. Any abuse or misuse of this certificate by any tax-exempt organization or any unauthorized use of this certificate by any individual constitutes a serious violation and will lead to revocation. Willful misuse of this Certificate of Exemption is subject to criminal sanctions of up to one year in prison and \$10,000 (\$50,000 for corporations) in fines. (See reverse side.)

"	SPRINGFIELD HOUSING AUTHORITY	
	PO BOX 1309	
	SPRINGFIELD	MA
		01101

EXEMPTION NUMBER E
040-004-072

ISSUE DATE
01/02/90

CERTIFICATE EXPIRES ON
NONE

NOT ASSIGNABLE OR TRANSFERABLE

COMMISSIONER OF REVENUE
HAYJEET GAL



SPRINGFIELD
HOUSING
AUTHORITY

60 Congress Street • P.O. Box 1609 • Springfield, MA 01101
(413) 785-4500 • Fax (413) 785-4516
www.shamass.org

EXHIBIT J: NATIONAL OBJECTIVE COMPLIANCE CERTIFICATE

National Objective Compliance Certificate

In accordance with the statutes and regulations set forth by the U.S. Department of Housing and Urban Development (HUD), activities funded through the Community Development Block Grant – Disaster Recovery Program (CDBG-DR) must be used to meet one of three national objectives named by HUD. Those three objectives are: (1) benefiting low or moderate-income persons; (2) preventing or eliminating slums or blight; and (3) meeting an urgent need. To be eligible for funding, every CDBG-DR-funded activity must meet one of these National Objectives.

I, William H. Abrashkin, certify that the activity proposed in this application for CDBG-DR funding will meet one of these three national objectives as set forth above. The Springfield Housing Authority also certifies that it will maintain sufficient documentation to ensure compliance with National Objectives.

Dated: 8/17/16

William H. Abrashkin

(signature of authorized agent)

William H. Abrashkin

(printed name of agent)

Executive Director

(title of agent)

This Certificate must be printed on agency letterhead.



