





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

Requisition 20000968-00 FY 2020

Acct No:  
 26451815-530105-64516  
 Review:  
 Buyer: lpl  
 Status: Released

Page 2

Vendor  
 MARIA MEDINA  
 1663 DWIGHT ST  
  
 SPRINGFIELD, MA 01107  
 USA

Ship To  
 COMMUNITY DEVELOPMENT  
 1600 EAST COLUMBUS AVE  
  
 SPRINGFIELD, MA 01103  
 NGREAVES@SPRINGFIELDCITYHALL.COM  
  
 Delivery Reference  
 NIGEL GREAVES

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/18/19	019201				COMMUNITY DEVELOPMENT

LN	Description / Account	Qty	Unit Price	Net Price
Approved	07/18/19 Amanda Pham			
Approved	07/18/19 Cathy Buono			
Queued	07/18/19 Heather Potito			
Queued	07/18/19 Tim Brown			
Queued	07/18/19 Kaiya Hill-Thomas			
Queued	07/18/19 Hamediah Mohamed			
Queued	07/18/19 Christopher Fraser			
Pending	Lindsay Hackett			
Pending	TJ Plante			
Pending	Lauren Stabilo			

Auto approved by: cak

**CITY OF SPRINGFIELD  
HEALTHY HOMES PROGRAM**

**REHABILITATION LOAN AGREEMENT  
FOR OWNER-OCCUPANTS**

**Whereas**, the City of Springfield (“City”) is providing financial assistance to Maria Medina (“Borrower”) from the Healthy Homes Program in the amount of Eighty-Seven Thousand, Three Hundred Sixty-Eight and 38/100 Dollars (\$87,368.38) to fund rehabilitation of the home located at 1663 Dwight Street, Springfield, MA 01107, according to the terms of the agreed-upon Specs by Location/Trade, dated 3/1/19, attached hereto as Exhibit B and in compliance with Massachusetts and City of Springfield building and health codes. The Healthy Homes program is funded by the federal Community Development Block Grant - National Disaster Resilience (CDBG-NDR) program.

**Now, therefore**, the parties agree as follows:

**Terms of the Loan**

Financial assistance is provided as a 0% interest, five-year forgivable loan. As long as the Borrower complies with this Agreement, the principal amount of the loan shall be forgiven at an equal percentage rate of 20% per full year, plus 45 days until it is 100% forgiven after five years, plus 45 days.

**Owner Occupancy**

The Borrower will use the home as their principal residence for a period of five years, plus 45 days, following final payment to the contractor. In the event that the Borrower continues to own the property, but fails to maintain it as their principal place of residence for the five-year loan term referenced above, the entire sum of the loan will become immediately due and payable.

The Borrower understands that if, during the five-year loan term, part or all of the property is sold or refinanced without the City’s prior written consent, the City shall require payment of the amount of the loan outstanding at time of sale.

**Rental Units**

If the property has multiple units, the Borrower must live in one unit and rent all other units to households with income at or below 80% area median income (AMI) for the five-year loan period. The AMI amount changes from year to year; the required income limits can be obtained from the Springfield Office of Housing.

The Borrower may not evict existing tenants without cause for a period of two years, following final payment to the contractor.

**Income Eligibility**

The Borrower certifies that he/she has provided complete, accurate, and current information regarding household income to demonstrate Borrower's eligibility to receive CDBG-NDR funds.

**Schedule**

The City and the Borrower expect the rehabilitation and related activities to be completed within 150 days of the execution of this agreement.

**Enforcement**

The Borrower and the City acknowledge that the City has the right and responsibility to enforce this agreement.

This contract is signed as of the 7th day of June, 2019.

Maria L. Medina

Maria L. Medina  
Borrower

MLL 26451815-530105-44516 \* 80,868.38  
26881801-530105-48800 \* 4,500.00

Approved as to Appropriation:

James S. P... 7/19/19  
Office of Comptroller  
CITY OF SPRINGFIELD

APPROVED:

[Signature]  
Chief Administrative and Financial Officer  
CITY OF SPRINGFIELD

[Signature]

Office of Housing  
CITY OF SPRINGFIELD

Approved as to Form:

[Signature]  
Law Department  
CITY OF SPRINGFIELD

[Signature]  
Domenic J. Sarno, Mayor  
CITY OF SPRINGFIELD

**CITY OF SPRINGFIELD  
HEALTHY HOMES PROGRAM**

**REHABILITATION LOAN AGREEMENT  
List of Exhibits**

Healthy Homes Rehabilitation Program Agreement

Exhibit A - Project Budget

Exhibit B - Itemized Repair Specs by Location/Trade

Exhibit C - Mortgage

Exhibit D - Promissory Note

Exhibit E - Section 3 Clause

Exhibit F - Tax Certification for Contracts

Exhibit G - Insurance Binder

**Exhibit A**

**Healthy Homes Rehab Project Budget**

**Homeowner/Borrower:** Maria Medina

**Project Address:** 1663 Dwight Street, Springfield, MA 01107

<b>Cost Description</b>	<b>Project Budget</b>
General Rehab	\$ 61,725.00
Lead Abatement	\$ 6,500.00
<b>Initial Rehab Contract</b>	<b>\$ 68,225.00</b>
Initial Lead Paint Inspection	\$ 2,147.50
Lead Paint Reinspection	\$ 200.00
<b>Healthy Homes Total</b>	<b>\$ 70,572.50</b>
Storage Containers (1 per unit)	\$ 700.00
Relocation	\$ 4,000.00
Legal Fees	\$ 700.00
<b>Total, including Administrative</b>	<b>\$ 75,972.50</b>
Contingency 15%	\$ 11,395.88
<b>Contract Grand Total</b>	<b>\$ 87,368.38</b>

# Exhibit B

## SPECS BY LOCATION/TRADE

3/1/2019

Pre-Bid Site Visit: 3/21/19  
 Bidding Open Date: 3/22/19  
 Bidding Close Date: 4/8/19  
 Initial: NOB

Case Number: Maria Medina (413-328-9817)  
 Project Manager: Nigel Greaves  
 Phone: 413-886-5050

Address: <u>1663 Dwight Street</u>	Unit: <u>Unit 01</u>
Location: <u>1 - General Requirements</u>	Approx. Wall SF: <u>0</u> Ceiling/Floor SF: <u>0</u>

Spec #	Spec	Quantity	Units	Unit Price	Total Price
Trade: <u>1</u>	<u>General Requirements</u>				
<b>10</b>	<b>OWNER ACCEPTS SCOPE OF WORK</b>	1.00	DU		
	The undersigned applicant(s) certifies that he/she has participated in the development of this Work Write Up (WWU) with the "Date Inspected" date of _____ & referred to as Exhibit 1. After careful review the applicant understands & accepts the work described & has initialed & dated each page of this WWU. x <u>MLM</u> _____ x <u>MLM</u> _____ Applicant Date Applicant Date				
<b>14</b>	<b>CONTRACTOR ACCEPTS SCOPE OF WORK</b>	1.00	DU		
	The undersigned contractor certifies that he/she has carefully reviewed & agrees to perform the work described in this Work Write Up (WWU) with the "Date Inspected" date of _____ & referred to as Exhibit 1. The contractor shall initial & date each page of the WWU. x _____ _____ Contractor Date				
<b>28</b>	<b>VENTILATION-ASHRAE 62.2-GENERAL REQUIREMENTS</b>	1.00	GR		
	This dwelling unit must have a ventilation system that meets ASHRAE 62.2. See <a href="http://www.ashrae.org/technology/page/548">http://www.ashrae.org/technology/page/548</a> and <a href="http://www.buildingscience.com/documents/reports/tr-0502-review-of-residential-ventilation-technologies/">http://www.buildingscience.com/documents/reports/tr-0502-review-of-residential-ventilation-technologies/</a>				
<b>30</b>	<b>WALL NAMING PROTOCOLS</b>	1.00	EA		
	Walls and attached components shall be identified with the letters A, B, C & D. Wall A is always the wall that is closest to the address elevation or the "street side" of the house. Moving clockwise, the walls are then B, C, D.  To name components, for example, a window as a subset of 4 windows on the D wall, the first would window is Window D1. The last is window D4 moving in a clockwise direction. These locational markers may also be combined with the adjectives: left, right, upper, lower. For example: Replace the right side window casing at window D3.				
<b>31</b>	<b>CONSTRUCTION DEFINITIONS</b>	1.00	GR		
	"Install" means to purchase, set up, test and warrant a new component. "Replace" means to remove and dispose of original material, purchase new material, deliver, install, test and warrant. "Repair" means to return a building component to like new condition through replacement, adjustment and recoating of parts. "Reinstall" means to remove, clean, store and install a component.				
<b>32</b>	<b>SUBSTITUTION APPROVAL PROCESS</b>	1.00	GR		
	Any requests for substitutions of specified proprietary items must accompany the initial proposal and shall include: the manufacturer's specifications; full installation instructions and warranties. The agency and owner will notify the contractor of decision at contract award.				
<b>35</b>	<b>VERIFY QUANTITIES/MEASUREMENTS</b>	1.00	GR		
	All Quantities stated in the attached specifications for this address using Units of Measure other than Each (EA), Room (RM) or Dwelling Unit (DU) (e.g. SF of Drywall) are for the contractor's convenience and must be verified by the contractor at a mandatory site inspection prior to bid submission. All quantities stated in the Units of Measure Each (EA), Room (RM) or Dwelling Unit (DU) are as stated. Discrepancies in Quantities found by the contractor must be communicated to the Housing Rehabilitation Specialist prior to the submission of a bid. Claims for additional funds due to discrepancies in Quantities shall not be honored if submitted after the bid submission.				
<b>40</b>	<b>ALL PERMITS REQUIRED</b>	1.00	AL		
	The contractor shall apply for, pay for, obtain and forward copies of the following indicated permits to the agency: _____ Plumbing; _____ Electric; _____ HVAC; _____ Building; _____ Zoning; _____ Lead Abatement; _____ Asbestos				



Address: 1663 Dwight Street

Unit: Unit 01

Location: 1 - General Requirements

Approx. Wall SF: 0

Ceiling/Floor SF: 0

Spec #	Spec	Quantity	Units	Unit Price	Total Price
<b>Trade: 1 General Requirements</b>					
Abatement					
45	<b>CONTRACTOR PRE-BID SITE VISIT</b>	1.00	DU		
The contractor must inspect the property. Submission of a bid is presumptive evidence that the bidder has thoroughly examined the site and is conversant with the requirements of the local jurisdiction.					
55	<b>WORK TIMES</b>	1.00	GR		
Contractors and their Subcontractors shall schedule working hours between 8:00am and 6:00pm Monday through Friday. Requests to work on weekends and before or after these hours must be approved by the homeowner.					
77	<b>NEW MATERIALS REQUIRED</b>	1.00	GR		
All materials used in connection with this work write-up are to be new, of first quality and without defects - unless stated otherwise or pre-approved by Owner and Construction Specialist.					
78	<b>WORKMANSHIP STANDARDS</b>	1.00	GR		
All work shall be performed by mechanics both licensed and skilled in their particular trade as well as the tasks assigned to them. Workers shall protect all surfaces as long as required to eliminate damage.					
85	<b>CLOSE-IN INSPECTIONS REQUIRED</b>	1.00	GR		
Call the agency for inspection of all work that will be concealed from view before it is closed in. This type of inspection frequently includes, but is not limited to footings, roof sheathing & flashing prior to installation of new felt & shingles, and repaired framing & decking prior to installation of underlayment & floor coverings, prior to insulation and prior to drywall.					
90	<b>1 YEAR GENERAL WARRANTY</b>	1.00	DU		
Contractor shall remedy any defect due to faulty material or workmanship and pay for all damage to other work resulting therefrom, which appear within one year from final payment. Further, contractor shall furnish owner with all manufacturers' and suppliers' written warranties covering items furnished under this contract prior to release of the final payment.					

**Trade: 9 Environmental Rehab**

9002	<b>APPLICABLE LEAD-SPECIFIC DEFINITIONS</b>	1.00	GR		
Abatement: Any set of measures designed to permanently (permanent = expected life span of at least 20 years) eliminate lead-based paint or lead-based paint hazards. CFR - The Code of Federal Regulations: De minimus - Safe work practices and clearance are required when more than: - 20 SF on exterior - 2 SF per interior room - 10% of small component is deteriorated or will be disturbed by renovation. Interim Controls: A set of measures designed to reduce temporarily human exposure or likely exposure to lead-based paint hazards. Interim controls include, but are not limited to, repairs, painting, temporary containment, specialized cleaning, clearance, ongoing lead-based paint maintenance activities, and the establishment and operation of management and resident education programs. Work site: An interior or exterior area where lead-based paint hazard reduction activity takes place. There may be more than one work site in a dwelling unit or at a residential property. Clearance: An activity conducted following lead-based paint hazard reduction activities to determine that the hazard reduction activities are complete and that no soil-lead hazards or settled dust-lead hazards, as defined in this part, exist in the dwelling unit or work site. The clearance process includes a visual assessment and collection and analysis of environmental samples. Dust-lead standards for clearance are found at Sec. 35.1320. See 24CFR Part 35 - Subpart B - Section 35.110 Definitions, for additional definitions.					

9003	<b>LEAD-SPECIFIC LAWS, RULES, REGULATIONS &amp; GUIDELINES</b>	1.00	GR		6500
The execution of this work shall comply with all applicable federal, state and local laws, rules, regulations and guidelines for lead dust environments, including but not limited to: 29 CFR 1926.62 - Lead Construction Standard; 29 CFR 1910.1200 - Hazard Communication Standard; 40 CFR Part 745 - Lead-Based Paint Poisoning Prevention in Certain Residential Structures (EPA Regulations); 24 CFR Part 35 - HUD's Lead Safe Housing Rule.					

Location Total:

Address: 1653 Dwight Street	Unit: Unit 01
Location: 2 Exterior	Approx. Wall SF: 0 Ceiling/Floor SF: 0

Spec #	Spec	Quantity	Units	Unit Price	Total Price
<b>Trade: 4 Site Work</b>					
465	REMOVE TREE BRANCHES AWAY FROM HOUSE Remove all tree branches away from house to a min. of 10' distance to prevent squirrels and damaged to roof. FRONT AND REAR OF HOUSE.	1.00	EA		500
<b>Trade: 7 Masonry</b>					
1105	FOUNDATON--PARGET Remove all loose broken and deteriorated material. Parget foundation wall with 3/8" coat of waterproof cement. Match existing finish as closely as possible. COMPLETE FOUNDATION	400.00	SF		3600
1330	CHIMNEY--REPOINT Repair chimney above roof area by cutting out mortar at least 1/2", removing all loose material, and repointing using portland cement mortar. Saturate joints with water before applying mortar. Match color as closely as possible. Replace all missing and defective materials with matching materials. Clean mortar and other debris from adjoining surfaces and gutter.	300.00	SF		2000
1340	CHIMNEY CAP Replace chimney cap with a 2'x2' precast, concrete cap cemented in place.	1.00	EA		300
<b>Trade: 10 Carpentry</b>					
2530	BALUSTER--WOODEN Install missing or broken pine balusters to match existing as closely as possible. 1ST & 2ND FLOOR SIDE PORCHES	10.00	EA		900
2640	SIDING--VINYL Secure any loose vinyl siding and replace missing or damaged siding, matching existing as closely as possible. FRONT WALL OF HOUSE.	10.00	SF		900
3465	DECK--TONGUE AND GROOVE FIR Remove existing wood flooring. Install 3/4" Fir tongue and groove wood flooring to existing joists with concealed galvanized nails to match existing material. FRONT PORCH	136.00	SF		3200
3470	FRONT PORCH POSTS--4"X 4" Support porch roof and remove damaged post. Replace damaged deck with matching 1" pine strip flooring. Install 6"x 6" preservative treated post on a 2"x 8"x 8" PTP plinth block. FRONT PORCH	3.00	EA		1500
3550	PORCH LATTICE--REPLACE Dispose of any existing lattice around porch crawl space. Frame opening with 1"x 4" preservative treated pine with vertical members 24" on center. Install 1/4"x 2" pine lattice on frame. FRONT PORCH.	75.00	SF		2200
3590	STEPS--REPL EXTERIOR Dispose of existing steps. Construct a replacement unit with two 2"x 12" preservative treated pine stringers, 5/4" PTP stepping stock treads, on a solid concrete footer. Frame stairs 6' wide connecting to porch. Construct wood handrails with baluster on both sides 32" above tread nosing.	4.00	EA		1800
<b>Trade: 15 Roofing</b>					
4620	FLASH CHIMNEY Step flash top and down sides of chimney 1/2" into mortar joints using .027 aluminum or copper. Counter flash completed assembly with aluminum or modified bitumen. Guarantee assembly from leaks for 10 years.	1.00	EA		600

Address: 1663 Dwight Street Unit: Unit 01  
 Location: 2 Exterior Approx. Wall SF: 0 Ceiling/Floor SF: 0

Spec #	Spec	Quantity	Units	Unit Price	Total Price
Trade: 15	Roofing				
4635	GUTTER--5" SEAMLESS ALUMINUM Dispose of gutter. Install 5", K-type, seamless, .027 gauge aluminum gutter to service roof. White or brown color choice by owner. RIGHT SIDE OF HOUSE	30.00	LF		400
4640	DOWNSPOUT--5" SEAMLESS ALUMINUM Dispose of existing downspout. Install 5", square, seamless, .027 gauge, white, aluminum downspout. Strap at least 3' on center. RIGHT SIDE OF HOUSE.	40.00	LF		450
4656	GUTTERS--REPAIR Repair loose gutters above 2nd floor side porch, resecure gutter to eaves making sure gutter is pitched properly. ABOVE 2ND FLOOR SIDE PORCH	1.00	AL		350
4665	GUTTER EXTENSIONS Install 6'-8' extensions at end of downspouts directing the storm water away from the building. AROUND PERIMETER OF HOUSE.	4.00	EA		300
Location Total:					20,000 ✓

Location: 3 3rd Floor Unit Approx. Wall SF: 0 Ceiling/Floor SF: 0

Spec #	Spec	Quantity	Units	Unit Price	Total Price
Trade: 21	HVAC				
6330	REGISTER--RESECURE Repair loose ceiling heat registers located in bedrooms.. 3RD FLOOR BEDROOMS	2.00	DU		200
Trade: 23	Electric				
7583	REPLACE RECEPTACLE WITH GFCI DEVICE Replace existing receptacle with an ivory surfaced mounted ground fault circuit interrupt receptacle with ivory cover plate. REAR ROOM.NEXT TO KITCHEN SINK	1.00	EA		350
Location Total:					550 ✓

Location: 4 2nd Floor Unit Approx. Wall SF: 0 Ceiling/Floor SF: 0

Spec #	Spec	Quantity	Units	Unit Price	Total Price
Trade: 10	Carpentry				
2980	WINDOW--VINYL DBL HNG DBL GLZ Field measure, order and install a vinyl, double hung, double glazed, one-over-one window and jamb including screen, caulk, interior casing and exterior trim. Install half screen. INCLUDES (7) BEDROOMS, (3) LIVING ROOM AND (1) FRONT HALLWAY.	11.00	EA		4900
3150	DOOR--EXTERIOR PANELED Install a 1-5/8" 4 panel, exterior wood door with entrance lock set and mortised dead bolt keyed alike. Include three 3"x4" butt hinges, interlocking threshold, spring metal weatherstripping, and wide angle peepsight. Prime and top coat. FRONT REAR AND PORCH EXTERIOR DOORS.	3.00	EA		2400

Address: 1663 Dwight Street Unit: Unit 01

Location: 4 - 2nd Floor Unit Approx. Wall SF: 0 Ceiling/Floor SF: 0

Spec # Spec Quantity Units Unit Price Total Price

Trade: 10 Carpentry

3360 DOOR--PREHUNG PASSAGE--SPLIT JAMB 1.00 EA 350  
 Remove damaged door. Install a 1-3/8" prehung, flush, lauan hollow core door and split jamb including casing both sides, 2 butt hinges and a privacy lockset.  
 REAR BEDROOM

3645 CEILING--SUSPENDED 50.00 SF 400  
 Remove existing drop ceiling. Install a 2'x 2' T bar suspended ceiling grid with the same size border on opposite sides of room. Run main runners opposite of direction of ceiling joists, with hanger screws, in joists, 24" on center. Install owner's choice of film faced 5/8" thick fiberglass ceiling tiles within an allowance of \$2 per sf.  
 2ND FLOOR BATHROOM

3705 CABINETS--REPAIR 4.00 LF 550  
 Repair loose hanging cabinets by rehanging plumb and level and replacing missing hardware, doors and drawers. Securely refasten loose hardware. Clean all surfaces with detergent.  
 KITCHEN WALL CABINETS

Trade: 20 Floor Coverings

5922 UNDERLAYMENT & LINOLEUM SHEET GOODS 2,100.00 SF 3800  
 Remove existing flooring. Install 1/4" underlayment grade plywood using 7d screw shank or cement coated nails, or narrow crown staples, 6" on center allowing a 1/4" gap at wall. Fill seams with a manufacturer approved filler. Install Forbo's Marmoleum or Armstrong Marmorette linoleum sheet goods, per manufacturer's most current recommendations. Owner's choice of color.  
 KITCHEN,PANTRY AND BATHROOM AREAS

5930 UNDERLAYMENT AND VINYL SHEET GOODS 650.00 SF 4200  
 Remove existing carpeting/padding. Install 1/4" underlayment grade plywood using 7d screw shank or cement coated nails, or narrow crown coated staples, 6" on center allowing a 1/4" gap at wall. Fill seams with a manufacturer approved filler. Install a Residential grade. 30 yr limited warranty, 8mm thick with protective finish laminated flooring, per manufact. recommendations. Install metal edge strips in openings. Owner's choice of pattern and color.  
 LIVING ROOM AND 3 BEDROOMS INCLUDE HALLWAY BETWEEN ROOMS.

Trade: 22 Plumbing

6898 VANITY--REPLACE SINK TOP 1.00 EA 600  
 Replace existing 24" vanity sink top and install new single handle sink faucet.  
 2ND FLOOR BATHROOM

Trade: 23 Electric

7560 RECEPTACLE REPLACE 3.00 EA 300  
 Repair or replace defective receptacles with open ground connections.  
 INCLUDES (1) FRONT & REAR BEDROOMS AND (1) PANTRY.

7565 INSTALL RECEPTACLE--15 AMP 4.00 EA 400  
 Install an Ivory, duplex, 15 amp receptacle and ivory cover plate at least 15" above floor level using copper 12-3 non-metallic (NM) cable. Fish wire and repair all tear out.  
 MIDDLE BEDROOM AND REAR BEDROOM

7752 ENERGY STAR INTERIOR CEILING FIXTURE 3.00 EA 400  
 Install an Energy Star approved, flush mounted ceiling light fixture using a GU24 Base lamp such as the Efficient Lighting model EL-815-123-W.  
 FRONT BEDROOM, MIDDLE BEDROOM AND PANTRY

69225

Address: 1663 Dwight Street Unit: Unit 01  
 Location: 4 2nd Floor Unit Approx. Wall-SF: 0 Ceiling/Floor-SF: 0

Spec #	Spec	Quantity	Units	Unit Price	Total Price
Trade: 23 Electric					
7816	FIXTURE-HEAT, LIGHT, VENT	1.00	EA		650
Install a ceiling mounted fixture containing a 1200 watt, forced air heater, a single bulb light fixture, and an exterior ducted vent fan with damper capable of 60 cfm, controlled by 3 manufacturer-supplied switches on an independent 20 amp circuit, using #14 copper Romex. Fish all wire and patch all tear out.					
BATHROOM CEILING					
7840	RANGE HOOD-RECIRCULATING	1.00	EA		400
Remove existing hood vent. Install a 30", recirculating, enameled metal range hood with light, charcoal filter, and washable grease filter. Owner's choice of color.					
KITCHEN ABOVE STOVE					
Location Total:					18,850

Spec #	Spec	Quantity	Units	Unit Price	Total Price
Trade: 10 Carpentry					
2980	WINDOW-VINYL DBL HNG DBL GLZ	11.00	EA		4400
Field measure, order and install a vinyl, double hung, double glazed, one-over-one window and jamb including screen, caulk, interior casing and exterior trim. Install half screen.					
(3) LIVING ROOM, (3) FRONT ROOM, (1) PANTRY, (2) MIDDLE BEDROOM AND (2) REAR BEDROOM					
3360	DOOR-PREHUNG PASSAGE-SPLIT JAMB	2.00	EA		700
Install a 1-3/8" prehung, flush, lauan hollow core door and split jamb including casing both sides, 2 butt hinges and a privacy lockset.					
MIDDLE BEDROOM AND REA BEDROOM					
3645	CEILING-SUSPENDED	50.00	SF		350
Remove existing drop ceiling. Install a 2'x 2' T bar suspended ceiling grid with the same size border on opposite sides of room. Run main runners opposite of direction of ceiling joists, with hanger screws, in joists, 24" on center. Install owner's choice of film faced 5/8" thick fiberglass ceiling tiles within an allowance of \$2 per sf.					
1ST FLOOR BATH					
3680	TUB SURROUND-PREFAB	1.00	EA		2500
Demo existing tile tub surround. Install a white fiberglass or acrylic, 3- or 5-piece, tub surround kit with a built-in soap dish. Caulk all joints with white, mildew resistant siliconized caulk. Prepare substrate and attach panels using manufacturer's recommended adhesive and fasteners.					
1ST FLOOR BATHROOM					
3747	REPLACE COUNTER TOP-PLASTIC LAMINATE	10.00	LF		750
Dispose of existing counter top. Field measure for sizing. All particleboard and MDF components must comply with California 93120 (formaldehyde content) or all exposed edges must be sealed with a low-VOC sealant. Screw to base cabinet a square edged plastic laminate counter top. Provide end-caps and cutout for sink. Caulk countertop to adjoining walls with low VOC caulking to match wall color. Owner's choice of in-stock color and texture.					
4110	FLOOR ASSEMBLY-BATH/KIT	50.00	SF		250
Remove all fixtures not built-in. Remove floor covering and underlayment. Repair/ replace subfloor and joists to restore floor to sound and level condition. Install 5/16" underlayment and \$8/yard vinyl sheet goods w/ owner's choice of shoe molding or vinyl base. Reinstall fixtures. Check for leaks. Correct all damage to walls, and fixtures caused by removing/reinstalling.					
1ST FLOOR BATHROOM					

Address: 1663 Dwight Street Unit: Unit-01  
 Location: 5 1st Floor unit Approx. Wall SF: 0 Ceiling/Floor SF: 0

Spec #	Spec	Quantity	Units	Unit Price	Total Price
Trade: 17	Drywall & Plaster				
5355	PATCH PLASTER	35.00	SF		325
Cut back damaged plaster. Cut out cracks 1/4" wide in a vee joint. Renail all loose lath. Install 1/8" flat rib metal lath where wood is not reusable. Apply basecoat, allowing at least 1/16" for finish coat. After 24 hour cure, apply finish coat.					
FRONT BEDROOM WALL, WALL CORNER IN LIVING ROOM AND REAR HALLWAY BETWEEN BEDROOMS.					

Trade: 22	Plumbing				
6835	SINK-DOUBLE BOWL COMPLETE	1.00	EA		750
Install a 22 gauge 33" x 22" x 7" double bowl, stainless steel, self rimming kitchen sink including a steel, metal body faucet, rated at 2.0 GPM or less, with a 15 year drip-free warranty, grease trap, supply lines, full port ball type shut-off valves & escutcheon plates on all supply & drain lines. NOTE: All copper is to be soldered (no compression fittings) & all PVC fittings glued.					
KITCHEN SINK COUNTERTOP					
6930	SHOWER DIVERTER-SINGLE CONTROL	1.00	EA		600
Install a single lever, metal shower diverter and Delta 6122 water saving shower head with 15 year drip-free warranty.					
1ST FLOOR BATHROOM.					

Trade: 23	Electric				
7752	ENERGY STAR INTERIOR CEILING FIXTURE	3.00	EA		300
Install an Energy Star approved, flush mounted ceiling light fixture using a GU24 Base lamp such as the Efficient Lighting model EL-815-123-W.					
LIVING ROOM, PANTRY AND REAR BEDROOM					

Trade: 700	Moisture Protection (CSI)				
4730	BATH FAN VENTING-CUSTOM	1.00	EA		650
Install 4" galvanized metal duct (not flex duct) and vent to the exterior ideally through a wall or gable end using a 4" hooded vent with damper. All duct seams and connections shall be sealed with duct mastic. Insulate the ductwork with vinyl or foil faced R 8 minimum duct insulation.					
1ST FLOOR BATHROOM.					

Location Total: 12,075

Location: 6 Stairs Approx. Wall SF: 0 Ceiling/Floor SF: 0

Spec #	Spec	Quantity	Units	Unit Price	Total Price
Trade: 17	Drywall & Plaster				
5210	DRYWALL-PATCH-LARGE	40.00	SF		450
Cut back defective gypsum to expose half of the studs on each side of the hole. Cut and tightly fit drywall patch. Glue and nail or screw patch. Apply tape and 3 coats of compound feathered out at least 8". Wet sand, prime and apply 2 coats of Low VOC latex paint to match existing color.					
REAR 1ST FLOOR STAIRCASE					

Trade: 20	Floor Coverings				
5910	VINYL TILE FLOOR-REPAIR	25.00	SF		700
Remove damaged floor tiles, clean adhesive from deck. Install tiles per manufacturer's recommendations to match original -- in style, pattern and color -- as closely as possible.					
1ST FLOOR REAR STAIRCASE.					

Location Total: 4,150

Address: 1663 Dwight Street Unit: Unit 01

Location: 7 - Basement Approx. Wall SF: 0 Ceiling/Floor SF: 0

Spec #	Spec	Quantity	Units	Unit Price	Total Price
--------	------	----------	-------	------------	-------------

Trade: 8 Metal Work

1480 COLUMN-4" STEEL 5.00 EA 1600

Remove existing 6"x6" wood posts. Dig and pour a 12"x12"x12" concrete footing 6" below finish surface. Install a 4" adjustable steel column bolted to wood girder beam. Pour last 6" of concrete after column is fully loaded, to lock column in place.

REPLACE ALL NON PROPERLY INSTALLED SUPPORT COLUMNS.

Trade: 9 Environmental Rehab

2065 ASBESTOS REMOVAL/MONITORING 600.00 SF 2500

Damaged 12 X 12 floor tiles. Contract with an asbestos control engineer to provide removal specifications, air quality monitoring during removal, & final inspection of job. Prepare to remove asbestos per the EPA & OSHA approved methods.

FOR THE REMOVAL OF SUSPECTED ASBESTOS FLOOR TILE.

Trade: 10 Carpentry

2250 JOIST-SISTER 2"x10" 20.00 LF 300

Jack split joist level and sister 2"x10" joist using a triangulated nailing pattern and cement coated nails, 8" on center.

TWO CRACKED FLOOR JOIST

Trade: 22 Plumbing

7070 WATER HEATER-40 GALLON GAS 1.00 EA 2100

Install a 40 gallon, glass lined, high recovery, insulated to R-7, gas water heater with a 10 year warranty. Include pressure and temperature relief valve, discharge tube to within 6" of floor or to outside of structure, vent, thimble, and gas piping from shut-off valve to fixture. Dispose of old water heater in code legal dump.

1ST FLOOR HOT WATER TANK

7075 WATER HEATER-75-80 GALLON GAS 1.00 EA 2600

Install a 75-80 gallon, glass lined, high recovery, insulated to R-7, gas water heater with a 10 year warranty. Include pressure and temperature relief valve, discharge tube to within 6" of floor or to outside of structure, vent, thimble, and gas piping from shut-off valve to fixture. Dispose of old water heater in code legal dump.

2ND AND 3RD FLOOR HOT WATER TANK

Location Total: 9,100

Unit Total for 1663 Dwight Street, Unit Unit 01:

Address Grand Total for 1663 Dwight Street: 68,225

Bidder: Al Shattelroe

## MORTGAGE

### City of Springfield Healthy Homes Rehabilitation Program

**THIS MORTGAGE** is made as of 6/7/2019, between Maria L. Medina, whose address is 1663 Dwight Street ("**Borrower**"), and the **City of Springfield**, a municipal corporation with the address 36 Court Street, Springfield, Massachusetts ("**City**").

WHEREAS, the Borrower and the City entered into a **HEALTHY HOMES REHABILITATION PROGRAM AGREEMENT** dated 6/7/2019 in the sum of \$87,368.38 (the Principal Amount"), together with interest of 0%, (this indebtedness is called the "**Note**", a copy of which is attached to this Mortgage as **Schedule A**); and

WHEREAS, to secure the performance of all the terms, covenants, agreements, conditions and obligations of the Note and this Mortgage, the Borrower wishes to grant to the City its rights, title, and interest in the property located at 1663 Dwight Street in Springfield, Massachusetts and described on the attached **Schedule B** (the "**Mortgaged Property**").

NOW THEREFORE, in consideration of the loan for the Principal Amount made by the City to the Borrower, the Borrower and the City hereby agree as follows:

1. **Purpose.** This Mortgage and the Note are to secure a loan made by the City to the Borrower for the purpose of making home improvements to the Mortgaged Property, as detailed in the **Work Write-Up Specifications** dated 3/1/2019. The Borrower is responsible for making the improvements, and the City shall only make payment of Principal for such improvements as it inspects and verifies that the improvements have been completed.
2. **Conditions of the Loan.**
  - a. **Due Upon Sale or Transfer.** If the Borrower sells or transfers the Mortgaged Property before the final maturity date, the amount of the loan still owing at the time of sale or transfer will be immediately due and payable to the City.
  - b. **Owner Occupancy.** If the Borrower is an owner-occupant at the time this loan is entered into, the Borrower must continue to live in the Mortgaged Property as his/her principal place of residence during the term of the loan.
  - c. **Rental Unit Affordability.** If the Borrower (including a Borrower who lives in one unit of a multi-unit property) rents out units in the Mortgaged Property to



others, the Borrower must rent all units in the Mortgaged Property to households with income at or below 80% of the area median income<sup>1</sup> during the term of the loan.

**3. Terms of the Loan**

Loan Type:	Forgivable loan, due upon default or upon sale or transfer of property prior to final maturity
Interest Rate:	0%
Payment Schedule:	No monthly payments
Final Maturity Date:	5 years from date of execution
Forgiveness:	An equal amount of the loan will be forgiven for each year that passes from the date the loan is entered, until the loan is fully forgiven at the final maturity date. (For example, a 5-year loan is forgiven 20% per year; a 10-year loan is forgiven 10% per year.)
Prepayment penalty:	None

- 4. Completion of Agreed-Upon Improvements.** If construction required to meet the Work Write-Up Specifications is discontinued or not carried out with reasonable diligence, the City after due notice to the Borrower is authorized to enforce or carry out existing contracts between the Borrower and other parties to make contracted improvements, to make and enter into additional contracts and incur obligations for the purposes of completing the improvements, and to pay and discharge all debts, obligations and liabilities incurred by reason of any action taken by the City, the cost of which shall be payable from the Borrower to the City on demand and shall be secured by this Mortgage.
- 5. Compliance with Building and Health Codes.** The improvements shall comply with all applicable municipal and state ordinances, laws, regulations, and rules made or promulgated by lawful authority, and upon their completion shall comply therewith and with the rules of the Board of Fire Underwriters having jurisdiction.
- 6. Payment of Property Taxes and Other Charges.** The Borrower will pay when due all taxes, assessments, water & sewer charges, and other governmental charges, fines and impositions, now or hereafter imposed, on the Mortgaged Property and will pay when due every amount of indebtedness secured by any lien on the Mortgaged Property.

---

<sup>1</sup> The area median income (AMI) for the Springfield Metropolitan Area is established annually by the U.S. Department of Housing and Urban Development. The Springfield Office of Housing will provide the current AMI for the Springfield Metropolitan area upon request.

7. **Maintenance and Repair.** The Borrower shall maintain the Property and shall not allow the property to deteriorate or decrease in value due to its condition. If the Property is damaged, the Borrower shall promptly repair the Property to avoid further deterioration or damage, unless repair or restoration is not economically feasible. The Borrower shall not commit waste or permit others to permit actual, permissive, or constructive waste on the Property.

8. **Property Insurance.**

a. **Maintenance of Insurance.** The Borrower shall keep the Property insured against loss by fire, earthquakes, floods, hazards included within the term "extended coverage," and any other hazards for which the City requires insurance. The insurance amounts (including deductible levels) and periods and the insurance carrier shall be subject to the City's approval. Unless otherwise required by the City, all such insurance shall be effected by Standard Fire and Extended Coverage Insurance policies, in amounts not less than necessary to comply with the coinsurance clause percentage of the value applicable to the location and character of the property to be covered.

All such property insurance shall be in such form and shall have attached loss payable clauses in favor of the City. All such policies and attachments shall be delivered promptly to the City, unless they are required to be delivered to the holder of a lien of a mortgage or similar instrument to which this Mortgage is expressly subject, in which case a certificate of insurance shall be delivered to the City. The Borrower will pay any and all premiums on such insurance promptly when due.

b. **City Rights to Payment for Loss or Damage.** In the event of loss or damage to the mortgaged property, the Borrower will give to the City immediate notice of the event and the City may make and file proof of loss if not made otherwise promptly by or on behalf of the Borrower. Each insurance company issuing any such policy is authorized and directed to make payment under the policy for such loss to the Borrower and the City jointly, unless the amount of loss is payable first to the holder of a lien under a mortgage or similar instrument to which this Mortgage is expressly subject. Insurance proceeds received by the City may be applied, at the City's option, either in reduction of the indebtedness secured by this Mortgage, or to the restoration or repair of the damaged Mortgage Property.

9. **Rights of City as Lender.** If the Borrower fails to carry out the covenants and agreements set forth in this mortgage, the City may do and pay for whatever is necessary to protect the value of and the City's rights in the property, and any amounts so paid shall be added to the Principal amount due to the City hereunder
10. **Inspection.** The City shall have the right to inspect the Mortgaged Property from time to time at any reasonable hour of the day.
11. **Acceleration upon Default.** If any condition of this Mortgage shall be in default, the entire outstanding balance of the Principal Amount shall become immediately due and payable at the option of the City. The City shall be entitled to collect all costs and expenses, including reasonable attorney's fees incurred. If the City exercises its option to require immediate payment of the balance of funds secured by this Mortgage, the City shall give Borrower notice of acceleration. This notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all remaining sums secured by the Mortgage.

The following "events of default" will cause the Note to be immediately due and payable:

- a. The Borrower's nonperformance of any covenant, agreement, term, or condition of this Mortgage or of the Note, after the Borrower has been given due notice by the City of such nonperformance;
  - b. The Borrower's failure to perform any covenant, agreement, term, or condition in any Mortgage or instrument creating a lien upon the Mortgaged Property, which lien shall have priority over the lien of this mortgage;
  - c. The City's discovery that the Borrower failed to disclose in the Borrower's application for funds any fact deemed to be material by the City, or that the Borrower made any misrepresentations in the application or in any agreements entered into between the Borrower and the City (including but not limited to, the Note and this Mortgage);
  - d. The sale, lease or other transfer of any kind or nature of the Mortgaged Property, or any part thereof, without the prior written consent of the City.
12. **No waiver.** No party shall be deemed to have waived any provision of this Mortgage or the exercise of any rights under this Mortgage unless such waiver is made expressly and

in writing. Waiver by any party of a breach or violation of any provision of this Mortgage shall not constitute a waiver of any other subsequent breach or violation.

- 13. Surrender after Default.** If the Borrower defaults, and upon demand from the City, the Borrower shall immediately surrender possession of the Mortgaged Property to the City, and the City may enter such property, rent out and collect rent from Mortgaged Property units, and apply rental income to the indebtedness secured by this Mortgage. The City may also dispossess, by usual summary proceedings, any tenant defaulting in the payment of any rent to the City. The Borrower shall cooperate and facilitate any summary process proceedings under this paragraph.

If the Borrower continues to occupy the Mortgaged Property after default and City demand to surrender, such possession shall be as a tenant of the City, and the Borrower shall pay in advance upon demand by the City, a reasonable monthly use and occupancy fee for the premises occupied by the Borrower, and upon the failure of the Borrower to pay such monthly fee, the Borrower may also be disposed by the usual summary proceedings applicable to tenants.

This covenant shall become effective immediately upon the happening of any such default, as determined in the sole discretion of the City, who shall give notice of such determination to the Borrower; and in the case of foreclosure and the appointment of a receiver of the rents, the within covenant shall insure to the benefit of such receiver.

- 14. Notice of Change of Ownership.** The Borrower will give immediate notice by certified mail, return-receipt requested, to the City of any conveyance, transfer or change in ownership of such property, or any part thereof.

**15. No Assignment of Rents.**

The Borrower will not assign the rents, if any, in whole or in part, from the mortgaged property, or any part thereof, without the prior written consent of the City.

- 16. Notice.** Notice and demand or request shall be made in writing and may be served in person or by mail.

- 17. Waiver of Homestead Exemption.** The Borrower hereby waives the benefit of all homestead exemptions, as to the debt secured by this Mortgage and as to any expenditure for insurance, taxes, levies, assessments, dues or charges incurred by the City pursuant to any provision of this Mortgage.

18. **City Right to Nonjudicial Foreclosure.** This Mortgage is upon the **STATUTORY CONDITION**, for any breach of which, or for breach of any of the aforementioned provisions or conditions, the City may declare all sums secured hereby immediately due and payable, and the City shall have the **STATUTORY POWER OF SALE**.

19. **Joint and several liability.** If the Borrower, as defined herein, consists of two or more parties, this Mortgage shall constitute a grant and mortgage by all of them jointly and severally, and they shall be obligated jointly and severally under all the provisions hereof and under the Note.

20. **Discharge.** Upon payment in full by the Borrower of the Note and any other instruments secured by this Mortgage, this Mortgage shall be terminated, and the City shall provide the Borrower the appropriate notice of termination.

**IN WITNESS THEREOF** this mortgage has been duly signed and sealed by the Borrower on or as of the day and year first above written.

BY: Maria L. Medina  
Maria L. Medina


Witness  
Witness

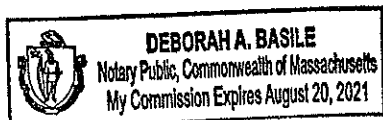
Commonwealth of Massachusetts

Hampden, ss

June 7, 2019

On June 7, 2019, before me, the undersigned notary public, personally appeared, Maria L. Medina, proved to me through satisfactory evidence of identification, which was Driver's License, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily for its stated purpose.

 (Official signature and seal of notary).



Notary Public: Deborah A. Basile  
My Commission Expires: 8/20/2021

The note secured by this Mortgage has:

A principal sum of \$87,368.38

A rate of interest of Zero (0%) percent.

The sum of \$87,368.38 with interest thereon at a rate of Zero (0.00%) per annum, is due and payable upon sale, lease or other transfer of any kind of the above-referenced property, or any part thereof without the prior written consent of the City, other than a transfer by will or by operation of the laws of descent and distribution.

**SCHEDULE A**  
**PROMISSORY NOTE**

**Springfield, Massachusetts**

Property Address: **1663 Dwight Street, Springfield, MA 01107**

**1. BORROWERS' PROMISE TO PAY**

In return for a loan that I have received, I, Maria L. Medina ("Borrower"), promise to pay \$87,368.38 (this amount is called "Principal"), without interest, to the **City of Springfield**, a Massachusetts municipal corporation with a usual address of 36 Court Street, Springfield, Massachusetts 01103 ("City").

**2. INTEREST**

Interest will not be charged on unpaid principal.

**3. TIME AND PLACE OF PAYMENTS**

No monthly payments are due. If there is no default on the loan, the Principal shall be forgiven at an equal percentage rate per year until it is 100% forgiven at the end of the fifth year.

**4. BORROWER'S RIGHT TO PREPAY**

I have the right to make payments of principal at any time before they are due. A payment of principal only is known as a "prepayment." When I make a prepayment, I will tell the City in writing that I am doing so.

I may make a full prepayment or partial prepayments without paying any prepayment charge. The City will use all of my prepayments to reduce the amount of principal that I owe under this Note. If I make a partial prepayment, there will be no changes in the due date or in the amount of my payment unless the City agrees in writing to those changes.

**6. BORROWER DEFAULT**

**(A) Default** If I am in default of or breach of the Healthy Homes Rehabilitation Program Agreement ("Program Agreement") or the Mortgage, both dated the same date as this Note, and if I do not cure any default or breach within any applicable cure period, then I will be in default of this Note.

**(B) Notice of Default** If I am in default, the City may send me a written notice telling me that if I do not come into compliance with the Program Agreement and Mortgage by a certain date, the City may require me to pay immediately the full amount of principal I owe.

**(C) No Waiver by City** Even if, at a time when I am in default, the City does not require me to pay immediately in full as described above, the City will still have the right to do so if I am in default at a later time.

**(D) Payment of City's Costs and Expenses** If the City has required me to pay immediately in full as described above, the Note Holder will have the right to be paid back by me for all of its costs and expenses in enforcing this Note to the extent not prohibited by applicable law. Those expenses include, for example, reasonable attorneys' fees, court costs and witness fees, including but not limited to expert witness fees.

## **7. GIVING OF NOTICES**

Unless applicable law requires a different method, any notice that must be given to me under this Note will be given by delivering it or mailing it by first class mail to me at the Property Address above or at a different address if I give the City a notice of my different address.

Any notice that must be given to the City under this Note will be given by mailing it by first class mail to:

Director  
City of Springfield Office of Housing  
1600 E. Columbus Ave.  
Springfield, MA 01103

with a copy simultaneously mailed by first class mail to:

City Solicitor  
City of Springfield Law Department  
36 Court Street  
Springfield, MA 01103

## **8. OBLIGATIONS OF PERSONS UNDER THIS NOTE**

If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety or endorser of this Note is also obligated to do these things. Any person who takes over these obligations, including the obligations of a guarantor, surety or



endorser of this Note, is also obligated to keep all of the promises made in this Note. The City may enforce its rights under this Note against each person individually or against all of us together. This means that any one of us may be required to pay all of the amounts owned under this Note. This Note is binding on me and my executors, administrators, heirs, successors and assigns.

## **9. WAIVERS**

I and any other person who has obligations under this Note waive the rights of presentment and notice of dishonor. "Presentment" means the right to require the City to demand payment of amounts due. "Notice of dishonor" means the right to require the City to give notice to other persons that amounts due have not been paid.

## **10. UNIFORM SECURED NOTE**

This Note is a uniform instrument with limited variations in some jurisdictions. In addition to the protections given to the City under this Note, a Mortgage dated the same date as this Note protects the City from possible losses which might result if I do not keep the promises which I make in this Note. That Mortgage describes how and under what condition I may be required to make immediate payment in full of all amounts I owe under this Note. Some of those conditions are described as follows:

**Due Upon Sale or Transfer.** If all or any part of the Property or any interest in it is sold or transferred without the City's prior written consent, the City may, at its option, require immediate payment in full of all sums secured by the Mortgage.

**Owner Occupancy.** If the Borrower is an owner-occupant at the time this loan is entered into, and the Borrower ceases to live in the Mortgaged Property as his/her principal place of residence during the term of the loan, the City may, at its option, require immediate payment in full of all sums secured by the Mortgage.

**Rental Unit Affordability.** If the Borrower (including a Borrower who lives in one unit of a multi-unit property) rents out units in the Mortgaged Property to others, and the Borrower rents units to households with income above 80% area median income, the City may, at its option, require immediate payment in full of all sums secured by the Mortgage.

If the City exercises its option to require immediate payment of the balance of funds secured by the Mortgage, the City shall give Borrower notice of acceleration. This notice shall provide a

period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all remaining sums secured by the Mortgage.

EXECUTED as a sealed instrument as of the date first written above.

Maria L. Medina  
Maria L. Medina

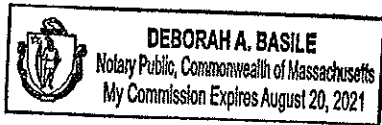
DBasile  
Witness

\_\_\_\_\_  
Witness

COMMONWEALTH OF MASSACHUSETTS

HAMPDEN, SS

On this 7<sup>th</sup> day of June, 2019, before me, the undersigned Notary Public, personally appeared the above-named Maria L. Medina, proved to me through satisfactory evidence of identification, which was Driver's License, to be the person whose name is signed on the preceding or attached document, and acknowledge that he signed it voluntarily for its stated purpose, and acknowledged to me that he executed the same as his free act and deed.



DBasile  
Deborah A. Basile, Notary Public  
My Commission Expires: 8/20/2021

SCHEDULE B

The land in Springfield, Hampden County, Massachusetts, with the buildings thereon situated on the southerly side of Harriet Street, and the easterly side of Dwight Street, formerly called North Street, bounded and described as follows:

Beginning at the intersection of the southerly line of Harriet Street with easterly line of Dwight Street, formerly called North Street, and running thence Southerly on said Dwight Street Fifty (50) feet; thence Easterly parallel with the southerly line of Harriet Street, One Hundred (100) feet; thence Northerly parallel with Dwight Street, Fifty (50) feet; to Harriet Street; and thence Westerly on said Harriet Street, on said Harriet Street, One Hundred (100) feet to the place of beginning.

Being the same premises conveyed to the Mortgagor herein by deed of Omega 3, LLC, Trustee of 1663 Dwight Street Realty Trust, dated November 30, 2012 and recorded in the Hampden County Registry of Deeds in Book 19577, Page 99.

## PROMISSORY NOTE

Springfield, Massachusetts

Property Address: 1663 Dwight Street, Springfield, MA 01107

### 1. BORROWERS' PROMISE TO PAY

In return for a loan that I have received, I, Maria L. Medina ("Borrower"), promise to pay \$87,368.38 (this amount is called "Principal"), without interest, to the **City of Springfield**, a Massachusetts municipal corporation with a usual address of 36 Court Street, Springfield, Massachusetts 01103 ("City").

### 2. INTEREST

Interest will not be charged on unpaid principal.

### 3. TIME AND PLACE OF PAYMENTS

No monthly payments are due. If there is no default on the loan, the Principal shall be forgiven at an equal percentage rate per year until it is 100% forgiven at the end of the fifth year.

### 4. BORROWER'S RIGHT TO PREPAY

I have the right to make payments of principal at any time before they are due. A payment of principal only is known as a "prepayment." When I make a prepayment, I will tell the City in writing that I am doing so.

I may make a full prepayment or partial prepayments without paying any prepayment charge. The City will use all of my prepayments to reduce the amount of principal that I owe under this Note. If I make a partial prepayment, there will be no changes in the due date or in the amount of my payment unless the City agrees in writing to those changes.

### 6. BORROWER DEFAULT

**(A) Default** If I am in default of or breach of the Healthy Homes Rehabilitation Program Agreement ("Program Agreement") or the Mortgage, both dated the same date as this Note, and if I do not cure any default or breach within any applicable cure period, then I will be in default of this Note.

**(B) Notice of Default** If I am in default, the City may send me a written notice telling me that if I do not come into compliance with the Program Agreement and Mortgage by a certain date, the City may require me to pay immediately the full amount of principal I owe.

**(C) No Waiver by City** Even if, at a time when I am in default, the City does not require me to pay immediately in full as described above, the City will still have the right to do so if I am in default at a later time.

**(D) Payment of City's Costs and Expenses** If the City has required me to pay immediately in full as described above, the Note Holder will have the right to be paid back by me for all of its costs and expenses in enforcing this Note to the extent not prohibited by applicable law. Those expenses include, for example, reasonable attorneys' fees, court costs and witness fees, including but not limited to expert witness fees.

## **7. GIVING OF NOTICES**

Unless applicable law requires a different method, any notice that must be given to me under this Note will be given by delivering it or mailing it by first class mail to me at the Property Address above or at a different address if I give the City a notice of my different address.

Any notice that must be given to the City under this Note will be given by mailing it by first class mail to:

Director  
City of Springfield Office of Housing  
1600 E. Columbus Ave.  
Springfield, MA 01103

with a copy simultaneously mailed by first class mail to:

City Solicitor  
City of Springfield Law Department  
36 Court Street  
Springfield, MA 01103

## **8. OBLIGATIONS OF PERSONS UNDER THIS NOTE**

If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety or endorser of this Note is also obligated to do these things.

Any person who takes over these obligations, including the obligations of a guarantor, surety or endorser of this Note, is also obligated to keep all of the promises made in this Note. The City may enforce its rights under this Note against each person individually or against all of us together. This means that any one of us may be required to pay all of the amounts owned under this Note. This Note is binding on me and my executors, administrators, heirs, successors and assigns.

#### **9. WAIVERS**

I and any other person who has obligations under this Note waive the rights of presentment and notice of dishonor. "Presentment" means the right to require the City to demand payment of amounts due. "Notice of dishonor" means the right to require the City to give notice to other persons that amounts due have not been paid.

#### **10. UNIFORM SECURED NOTE**

This Note is a uniform instrument with limited variations in some jurisdictions. In addition to the protections given to the City under this Note, a Mortgage dated the same date as this Note protects the City from possible losses which might result if I do not keep the promises which I make in this Note. That Mortgage describes how and under what condition I may be required to make immediate payment in full of all amounts I owe under this Note. Some of those conditions are described as follows:

**Due Upon Sale or Transfer.** If all or any part of the Property or any interest in it is sold or transferred without the City's prior written consent, the City may, at its option, require immediate payment in full of all sums secured by the Mortgage.

**Owner Occupancy.** If the Borrower is an owner-occupant at the time this loan is entered into, and the Borrower ceases to live in the Mortgaged Property as his/her principal place of residence during the term of the loan, the City may, at its option, require immediate payment in full of all sums secured by the Mortgage.

**Rental Unit Affordability.** If the Borrower (including a Borrower who lives in one unit of a multi-unit property) rents out units in the Mortgaged Property to others, and the Borrower rents units to households with income above 80% area median income, the City may, at its option, require immediate payment in full of all sums secured by the Mortgage.

If the City exercises its option to require immediate payment of the balance of funds secured by the Mortgage, the City shall give Borrower notice of acceleration. This notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all remaining sums secured by the Mortgage.

EXECUTED as a sealed instrument as of the date first written above.

Maria L. Medina

Maria L. Medina

D. Basile

Witness

\_\_\_\_\_  
Witness

COMMONWEALTH OF MASSACHUSETTS

HAMPDEN, SS

On this 7<sup>th</sup> day of June, 2019, before me, the undersigned Notary Public, personally appeared the above-named Maria L. Medina, proved to me through satisfactory evidence of identification, which was Driver's License, to be the person whose name is signed on the preceding or attached document, and acknowledge that he signed it voluntarily for its stated purpose, and acknowledged to me that she executed the same as his free act and deed.



D. Basile  
Deborah A. Basile, Notary Public  
My Commission Expires: 8/20/2021

**Exhibit E:**  
**SECTION 3 CLAUSE**

“All section 3 covered contracts shall include the following clause (referred to as the section 3 clause):

- A. 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.
- B. 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.
- C. 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.
- D. 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.
- E. 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.
- F. 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.
- G. 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).