



RUSH

Contract # 20220619

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	KB	3/14/22	KB	3/21/22
City Comptroller	JR	3-21-22	JR	3-22-22
Law	KTB	3/23/22	KTB	3/23/22
CAFO	JMM	3-24-22	JMM	3-26-22
Mayor	MM	3-25-22	MM	3-25-22
City Comptroller				
Community Development				

Vendor No.: 22782 Contract No.: 20220619 Contract Date: 03/04/2022

Contract Amt.: \$82,880.50 Issue Date: 03/14/2022 Renewal Date:

Appropriation Code1: 26451815-530105-64516 - \$66,290.50
 Appropriation Code2: 26881801-530105-68800 - \$16,640.00
 Appropriation Code3:
 Appropriation Code4:

Description of Funding Source: CDBG-NDR

Bid No.: Requisition No. 2202844 PO No.:

Vendor Name: Samuel Ocasio

Contract Type: Healthy Homes

Contract Purpose: Rehab of 238 Pine Street

Originating Dept.: Office of Disaster Recovery and Compliance

Expiration Date: 05/18/2027 Amendment Date: Extension Date:

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

KB

**CITY OF SPRINGFIELD
HEALTHY HOMES PROGRAM**

C# 20220619

**REHABILITATION LOAN AGREEMENT
FOR OWNER-OCCUPANTS**

Whereas, the City of Springfield ("City") is providing financial assistance to Samuel Ocasio ("Borrower") from the Healthy Homes Program in the amount of \$82,880.50 to fund rehabilitation of the home located at 238 Pine Street, Springfield, MA 01105, according to the terms of the agreed-upon Specs by Location/Trade, dated 9/28/2021, 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:

1. 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.

2. 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.

3. Rental Units

If the property has multiple units, the Borrower must live in one unit and 51% of all units must be occupied by 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/Office of Disaster Recovery.

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

If a unit impacted by this agreement is vacant at the time this Agreement is executed, prior to a new tenant occupying the unit, the Borrower must submit sufficient qualifying income documentation to the Office of Housing and/or Disaster Recovery for review and approval. If a unit impacted under this agreement becomes vacant for 5 years following the agreement, it is the responsibility of the Borrower to notify the City of Springfield within fifteen (15) days.

4. 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.

5. Schedule

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

6. Default and Termination

The City may suspend or terminate this Agreement if the Borrower and/or the Borrower's Contractor materially fails to comply with the terms of this Agreement, including, but 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 of the Homeowner to comply with the recommendations and/or guidelines issued in relation to this project by the Massachusetts Historical Commission or the Springfield Historic Commission.
- c) Failure of the Homeowner to fulfill in a timely and proper manner its obligations under this agreement.
- d) Ineffective or improper use of funds provided under this Agreement.
- e) The City shall have the immediate right to suspend or terminate this Agreement, in whole or in part, by giving written notice to the Homeowner at the Property, which the parties agree is as stated in this agreement. . Such notice of suspension or termination shall be forwarded to the Borrower and 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. Any notice to the City shall be sent to: Tina Quagliato Sullivan, 1600 East Columbus Avenue, Springfield, MA 01103, with a copy to, City Solicitor, 36 Court Street, Rm. 210, Springfield, MA 01103.
- f) In accordance with 2 CFR 200, this Agreement may also be terminated for convenience by either the City or the Homeowner, in whole or in part, by setting forth the reasons for such termination, 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 and require repayment of funds.

7. Breach and Repayment

In the event the Beneficiary fails to fulfill any condition contained in this Agreement or causes a breach of any condition contained in the Agreement the City may, at its option, require immediate payment in full of all sums disbursed to the Borrower. The City will give notice to the Borrower prior to taking any action. The notice shall specify

- a) the default;
- b) the action required to cure the default;
- c) a date, not less than 30 days from the date the notice is given to the Borrower, by which the default must be cured; and
- d) that failure to cure the default on or before the date specified in the notice may result repayment of the sums awarded under this Agreement.

If the default is not cured on or before the date specified in the notice, the City, at its option, may require immediate repayment in full of all sums secured by this Agreement by judicial proceeding. The City shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

8. National Objective

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 – National Disaster Resilience (CDBG- NDR) Program 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.

The Borrower agrees that the project will comply with the regulations for one of these national objectives.

9. Duplication of Benefits

Beneficiary agrees to disclose any payments of disaster related assistance received in relation to any federally qualifying natural disaster. Beneficiary agrees to execute an affidavit certifying funds received (APPENDIX G). This will include any payments from FEMA, SBA, Private Insurance, etc. Homeowner will execute a Subrogation Agreement to ensure there are no Duplication of Benefits in accordance with the Robert T. Stafford Act and that any duplicative

10. Property Access

The beneficiary agrees to allow designated employee(s) and/or third party vendors of the City of Springfield access to the property throughout the term of this agreement to perform inspection(s) to ensure compliance with this agreement. The beneficiary agrees to allow designated employees of the U.S. Department of Housing and Urban Development (HUD) access to the property throughout the term of the agreement to conduct inspections as necessary.

11. Insurance

The Borrower and his/her Contractor shall carry sufficient insurance coverage in an amount that meets requirements in 2 CFR 200.310 and any additional requirements determined by the City of Springfield (City) to ensure adequate protection of all assets from loss due to theft, fraud, and/or undue personal injury or property or any other form of losses.

- a) The Borrower shall be required to provide a homeowners or property insurance policy for the property to the City prior to execution of the agreement. Policy shall include fire and extended coverage. Beneficiary shall also provide proof of Contractor's insurance policy to the City.
- b) The Contractor insurance policy shall include Comprehensive General Liability insurance shall be obtained (Limits: \$1,000,000/\$2,000,000 (per occurrence/annual aggregate)). Where applicable Comprehensive Automobile Liability coverage shall be obtained, including all owned Automobiles; Non-Owned Automobiles; Hired Car Coverage (limits: \$500,000/\$1,000,000 (per occurrence/annual aggregate)).
- c) On all applicable policies, the City of Springfield shall be listed as Additional Insured. Insurance shall not terminate, lapse or otherwise expire during the duration of this agreement. Borrower and/or Contractor shall provide thirty (30) days written notice of any policy change.
- d) In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 USC 4001), the Borrower shall assure that for activities located in an area identified by FEMA as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained in perpetuity as a condition of financial assistance for acquisition or construction purposes (including rehabilitation). The City shall notify Borrower if property is located in a FEMA identified flood hazard area.

12. Assignability

Beneficiary 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 Beneficiary from the City under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the City.

13. Venue and Exclusive Forum

The parties hereto expressly agree that the sole and exclusive place, status and forum of this Agreement shall be the City of Springfield, Hampden County, Massachusetts. It is the express intention of the parties to this Agreement that the exclusive venue of all legal actions and procedures of any nature whatsoever which relate in any way to this Agreement shall be solely and exclusively brought, heard, conducted, prosecuted, tried and determined within the City of Springfield, Hampden County, Massachusetts, in either the Superior Court Department of the Trial Court of the Commonwealth of Massachusetts sitting in the Hampden County Hall of Justice, Springfield, Massachusetts or the United States District Court sitting in Springfield, Massachusetts.

14. Payment

The City shall pay to the Beneficiary funds available under this Agreement based upon cost information submitted by the Beneficiary and/or Beneficiary's Contractor and consistent with Appendix B.

Beneficiary acknowledges all procurement related to project activities must adhere to requirements outlined in Sections 2 CFR 200.318 – 320, and in acceptable compliance standards as detailed in applicable local and state codes or statutes. Payments shall only be made for eligible expenses as identified in Appendix B. Eligible expenses are those considered reasonable and necessary costs, in accordance with the approved budget in Appendix B and are necessary to complete the project as determined by the City.

Payments shall be made only for work that is completed. Advance payments shall not be made, unless agreed to otherwise in writing by the City.

Beneficiary and their contractor will be responsible for submitting invoices in the form and format prescribed by the City. Beneficiary and their contractor assume responsibility for timely submittal and approval of payment for services per this approved scope. All supporting documentation shall include the full address of the project property.

The City will disburse funding in the form of progress payments in accordance with applicable local, state and federal regulations. The City will inspect and monitor the project in accordance with all local, state and federal regulations. Payments issued under this agreement to the Beneficiary may only be utilized for payment of items related to the contract.

The Beneficiary shall refund to the City any payment or portions of payments which the City determines were not properly due to the Beneficiary under the terms of this Agreement including any post audit findings that may occur.

Payments may be withheld on account of:

- a) Defective work not remedied;
- b) Work that does not comply with the agreed upon scope of work and/or pre-approved quote;
- c) Work completed by a contractor other than the pre-approved contractor;

- d) Work that does not comply with the Certificate of Appropriateness and/or Certificate of Non-Applicability issued by the Springfield Historic Commission;
- e) Work that does not comply with recommendation of the Commonwealth of Massachusetts Historical Commission (SHPO);
- f) Failure of the Beneficiary or Contractor to submit required invoices and/or supporting source documentation;
- g) Claims filed;
- h) Failure of the Contractor to make payments properly to Subcontractors or for labor, materials or equipment;
- i) Damage to the Beneficiary or another contractor; or Persistent failure to carry out the work in accordance with the Agreement documents;
- j) Violations of the Duplication of Benefits clause.

15. Environmental Review

Prior to any choice limiting action, the CITY shall cause an environmental review to be performed and prepared to determine whether the project meets local, state and federal environmental regulations in accordance with 24 CFR Part 58. The review will determine whether the project meets local, state and federal environmental standards. The parties agree that the provision of any funds to the project is conditioned on the City of Springfield determination to proceed with, modify or cancel the project based on results of a subsequent environmental review.

The completed environmental review and resulting mitigation actions, if any, are to be incorporated into the agreements to complete the project, as applicable.

16. Clean Air and Water

Beneficiary shall require Contractor to comply with the following requirements insofar as they apply to the performance of this Agreement: Clean Air Act of 1970 (42 U.S.C. 1857 at seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq. as amended, 1318 relating to inspection, monitoring, entry, reports and information, as well as other requirements specified in said Section 114 and Section 308 and all regulations and guidelines issued thereunder), and Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.

17. Lead-Based Paint

Any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 507.608 and 24 CFR Part 35. Such regulations pertain to all HUD-assisted housing and require that owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint.

City shall provide Beneficiary with any applicable notices. Beneficiary shall provide any notices and abatement measures identified with the Contractor.


18. Historic Preservation

Beneficiary shall comply with the Historic Preservation requirements set forth in the National Preservation Act of 1966, as amended (16 U.S.C. 470), P.L.89-665, the Archaeological and Historic Preservation Act of 1974, P.L. 93-291, Executive Order 11593 and the procedures set forth in 36 CFR, Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this Agreement, thereby eliminating or minimizing any adverse effect on any district, site, building, structure or object listed on or nominated for, listing on the National Register of Historic Places, maintained by the National Park Service.

19. 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 4 day of March, 2022.



Samuel Ocasio
Property Owner



Office of Disaster Recovery
CITY OF SPRINGFIELD

26451815-530105-64516 \$ 66,240.50
26881801-530105-68800 \$ 16,640.00

Approved as to Appropriation:

Approved as to Form:



Office of Comptroller
CITY OF SPRINGFIELD
3-22-22




Law Department
CITY OF SPRINGFIELD
3/23/22

APPROVED:



Chief Administrative and Financial Officer
CITY OF SPRINGFIELD
04P



Domenic J. Sarno, Mayor
CITY OF SPRINGFIELD

CITY OF SPRINGFIELD
HEALTHY HOMES PROGRAM

REHABILITATION LOAN AGREEMENT

List of Exhibits

Healthy Homes Rehabilitation Program Agreement

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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 H- Subrogation Agreement

Exhibit A

Healthy Homes Rehab Project Budget

Homeowner/Borrower: Samuel Ocasio

Project Address: 238 Pine Street

Project Budget	Amount
Repair/Rehab	\$ 47,790.00
Lead Abatement	\$ 16,640.00
Lead Services	\$ 1,565.00
Relocation	\$ 2,295.00
Legal Fees	\$ 730.00
NAI Plotkin	\$ 3,050.00
Sub-Total	\$72,070.00
Contingency (15%)	\$10,810.50
Total	\$ 82,880.50

CITY OF SPRINGFIELD OFFICE OF HOUSING
1600 EAST COLUMBUS AVE
SPRINGFIELD, MA 01105

Bid Proposal Form

To: William Brock Date Submitted: 2/11/22
Project Address: 238 Pine Street, Springfield, MA

The following proposal is hereby submitted as per your request. This bid covers all Work shown and/or specified in the bid documents received for this job, which are:

1. General Conditions _____ Pages, Dated _____
2. Work Write-Up _____ Pages, Dated _____
3. Code Violation Notice _____ Pages, Dated _____
4. Performance Manual _____ Pages, Dated _____
5. Addenda 1 to _____ Pages, Dated _____
6. Other _____

The undersigned, having become thoroughly familiar with the terms and conditions of the proposed Contract Documents and with local conditions affecting the performance and costs of the Work at the place where the Work is to be completed, and having fully inspection the site in all particulars, hereby proposes and agrees to fully perform the Work within the time stated and in strict accordance with the proposed Contract Document including furnishing of any and all labor and materials, and to do all work required to construct and complete said Work in accordance with the Contract Documents, for the total sum of money.

Base Bid:

All labor, materials, services, and equipment necessary for the completion of the Work:

Sixty four thousand four hundred thirty Dollars (\$64,430.00)

ADDITIONAL SUBMISSIONS

If awarded the Contract, the Bidder agrees to present the following documents to the Owner prior to the issuance of the Notice to Proceed: valid certificates covering Property Damage, Liability, and Workers' Compensation Insurance, all necessary building permits, and a Sworn Statement for Contractor and Subcontractor to Owner listing all of the subcontractors and subcontract amounts.

Recommend testing vinyl flooring
for asbestos content prior to work.
Abatement charges will be additional -

THE CONTRACTOR FURTHER PROPOSES THE FOLLOWING CHANGES,
DELETIONS OR ADDITIONS TO THE WRITE-UP:

	<u>PRICE</u>
_____	\$ _____
_____	\$ _____
_____	\$ _____

Contractor: Ultimate Abatement G.L.L.
Signature
Address: 34 W. Main St
Plainfield MA 01070
Phone: [REDACTED] President
Title

By my signature as a Contractor or agent of the Contractor, I swear that I have fully inspected the above noted property and have received all documents as listed on the Invitation to Bid and/or Bid Form.

Signature G.L.L.
Title President
Company Ultimate Abatement
Date 2-11-22

RETAINAGE

It is further agreed that if awarded this contract, 10% of all requested payouts will be retained until the project is completed to the approval of the Owner and all approving agents. Completion of this project will require **60 calendar days**. This proposal is valid for a period of 90 days.

TIME

Upon request by Our Program, contractor agrees to itemize any/or all aspects of this proposal on the attached form.

ALTERNATE ITEMS TO BID

NOTE: Failure to submit line prices for each individual alternate item may exclude your entire bid proposal.

<u>Item Number</u>	<u>Line Price</u>
1)..... <u>LEAD ABATEMENT NUMBER</u>	\$ <u>16,640.00</u>
2)..... <u>Basement</u>	\$ <u>3,775.00</u>
3)..... <u>1st Floor</u>	\$ <u>9,425.00</u>
4)..... <u>2nd Floor</u>	\$ <u>10,240.00</u>
5)..... <u>Exterior</u>	\$ <u>5,100.00</u>
6)..... <u>Entire House</u>	\$ <u>18,750.00</u>
	TOTAL \$ <u>64,430.00</u>

ADDITIONAL COMMENTS, RECOMMENDATIONS, SUBSTITUTIONS, ETC.:

CONTRACTORS BID FORM

IDENTIFIED ITEMS AND PROPOSED LABOR & MATERIAL COSTS	
REPAIR ITEM	LABOR & MATERIAL COSTS
Building Permit:	500
Lead Abatement:	16,640
Basement – Handrall	325
Basement – Missing Lally Columns	600
Basement – Faulty Ceiling Fixture	200
Basement – Gas Fired Steam Boilers (2) - service	700
Basement – 40 Gallon Hot Water Heaters (2)	850
Basement – Electrical Junction Box	600
Basement – Electrical Panels (2)	500
Basement Total:	3,775.00
First Floor – Entry Hallway Floor (approx. 50 sq. ft.)	900
First Floor – Kitchen Cabinets and Countertop Sink Area	2200
First Floor – Kitchen Door to Pantry	300
First Floor – Pantry Floor (Approx. 80 Sq. Ft.)	900
First Floor – Bathroom Floor (Approx. 64 Sq. Ft.)	850
First Floor – Bathroom Vanity and Medicine Cabinet.	800
First Floor – Bathroom Tub and Surround	225
First Floor – Door to TV Room	450
First Floor – Front Entry Hallway Floor (Approx. 120 Sq. Ft.)	1000
First Floor – Front Hallway Wall	200
First Floor – Staircase to Second Floor Stair Treads (7)	1600
First Floor Total:	9,425.00
Second Floor – Hallway Floor (Approx. 150 Sq. Ft.)	900
Second Floor – TV Room Wall	200
Second Floor – TV Room Light Fixture	375
Second Floor – Kitchen Floor (Approx. 200 Sq. Ft.)	2200
Second Floor – Kitchen Door to Pantry	150
Second Floor – Kitchen Countertop	1200
Second Floor – Kitchen Sink Wall Cabinet Electrical	600
Second Floor – Kitchen Range Hood	600
Second Floor – Pantry Door Trim	175
Second Floor – Front Bedroom Floor (Approx. 200 Sq. Ft.)	2300
Second Floor – Middle Bedroom Floor (Approx. 200 Sq. Ft.)	2300
Second Floor – Middle Bedroom Door	300
Second Floor – Bathroom Vanity and Medicine Cabinet	300
Second Floor – Bathroom Outlet	100
Second Floor – Bathroom Tub and Surround	150

Second Floor – Bathroom Ceiling	280	
Second Floor – Bathroom Escutcheon Plate	180	
Second Floor Total:		\$ 10,240
Exterior – Side Right Porch Guardrail	300	
Exterior – Crown Molding	300	
Exterior – Front Porch Floor and Band Joist Trim Board	1500	
Exterior – Front Porch Outlet	150	
Exterior – Front Porch Handrails (2)	700	
Exterior – Rear Entry Porch	600	
Exterior – Rear Entry Porch Door	600	
Chimney Flashing	950	
Exterior Total:		\$ 5,100.
Entire House – Replace all Windows (38)	17,100	
Entire House – Smoke & Carbon Monoxide Detectors (10)	1650	
Entire House Total:		\$ 18,750
Grand Total:		\$ 64,430.00

Call
Ultimate Abatement

Healthy Home's Property Inspection Report

For



The City of Springfield, MA



238 Pine St
Springfield, MA

Conducted on September 28, 2021

September 28, 2021

Will Brock
Senior Project Manager
City of Springfield
Office of Disaster Recovery and Compliance
1600 East Columbus Avenue, 2nd Floor
Springfield, MA 01103

RE: Property Inspection Report: **238 Pine St, Springfield, MA**

Dear Will:

NAI Plotkin has completed a Healthy Home's Property Inspection of the above referenced property. The report and probable cost estimates were conducted in accordance with generally accepted industry standards.

NAI Plotkin certifies that to the best of its knowledge this report is true and accurate. We hope you find the report complete and informative. Please do not hesitate to contact us if you have any questions or if we can be of further service to you.

Sincerely,

Courtney O. Rose
Construction Manager
NAI Plotkin
1350 Main St Suite 1410
Springfield, MA 01103
Phone: [REDACTED]
Email: [REDACTED]

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Executive Summary

Inspection Purpose

NAI Plotkin was retained to conduct a Healthy Home's Property Inspection of the subject property. The purpose of the assessment was to provide an objective, independent, professional opinion of the potential repairs required and the associated costs for each of the items identified at the subject property.

Scope of Work

The specific scope of work included the following:

Document Review - NAI Plotkin reviewed the following documents for information: City of Springfield GIS Property Card for 128 Massasoit Street, Springfield MA.

Walk-Through Survey - The report is based on observations made during the property "walk-through." Observations were limited to property improvements including exterior surfaces and open spaces, accessible areas of the roof, units, vacant and common areas and mechanical components. No inspection or investigation behind walls, inside plenums or in any other generally inaccessible areas was performed. The investigation of the building facade was performed from street and/or balcony level. Renting of and riding on scaffolding equipment was not part of the scope of NAI Plotkin's services. No physical tests were made nor were any samples for engineering analysis collected. As such, NAI Plotkin makes no warranties regarding EIFS systems, curtain walls or other building skin / structural conditions that would not be readily observable and would, therefore, be considered outside the scope of this assignment.

Property/Site Features – Observations, where applicable, were conducted at the property of the following items: general topography, storm water drainage, ingress and egress, paving, curbing and parking, flatwork, and appurtenances, and ancillary structures.

Building Frame and Envelope – Observations, where applicable, were conducted at the property as to the type, condition, and adequacy of the following items: substructure, superstructure, porches, facade, siding, trim, windows, doors and roofing.

Interior Elements – Observations, where applicable, were conducted at the property as to the type, condition and adequacy for structural and mechanical components.

Plumbing, Mechanical and Electrical – Observations, where applicable, were conducted at the property as to the type, condition, and adequacy of the following items: plumbing, heating, fire protection, electrical, and ventilation and air conditioning,

Costs to Remedy Physical Deficiencies – Estimated costs are identified for bid comparison purposes only and do not represent actual costs to remedy.

Photographs: Photograph's representative of NAI Plotkin's observations are included in the report.

Limitations

NAI Plotkin has performed the services and prepared this report in accordance with generally accepted industry standards, and makes no other warranties, either expressed or implied, as to the character and nature of such services or product.

Inspection Details

Inspection Date: Tuesday, September 28, 2021
Time of Arrival: 10:00 am EST
Greeted by: Sam Ocasio
Provided Full Access: Yes
Inspections by: Courtney O. Rose & Bill Richardson
Inspection Duration: 2 Hours
Inspection Process: Visual with extremely minor exploratory demolition/disassemble
Weather: 56 Degrees / Lite Rain

Property Summary

Property Address: 238 Pine St
City/State/Zip: Springfield, Massachusetts 01105
Property Usage: Two Family
Number of Buildings: 1 house
Roof Structure: Asphalt Shingles
Property Description: 238 Pine Street, built in 1909, this property is a two-family structure with four bedrooms on a 7,596 Sq. Ft. parcel, and approximately 2,956 sq. ft. of total living area as identified on the City of Springfield GIS Property Card.

Identified Items

1. Lead Abatement

- A complete Lead Based Survey has been conducted by Emerald Lead Testing Inc. and components within have been determined to contain levels of lead paint that requires abatement.
- Following the Lead Safe Abatement processes, all lead containing product identified within the report shall be properly abated.

2. Basement – Handrail

- There is no handrail present on the stairs leading to the basement.
- Have a carpenter install a continuous section of handrail complete with new hardware.



3. Basement – Missing Lally Columns

- There are two sonotubes currently poured in basement but do not have lally columns.
- Install two 3 1/2-inch concrete filled steel Lally columns including bottom and top steel plates for anchoring.



4. Basement – Faulty Ceiling Light Fixture

- There currently a ceiling light fixture that is not working.
- Have an electrician install a new fixture and bulb.



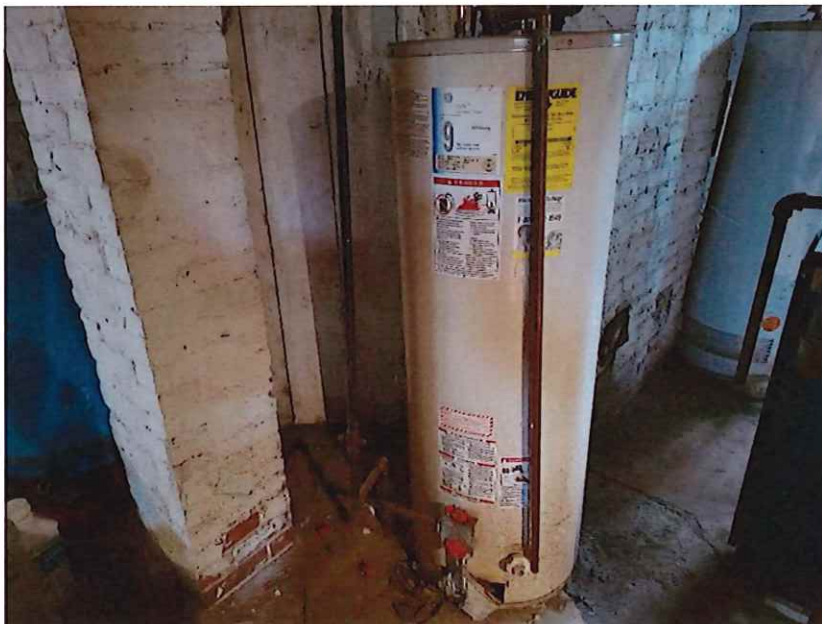
5. Basement – Gas fired Steam Boilers (2)

- The exist two steam boilers which need annual servicing.
- Have a certified Technician check operation and service both boilers.



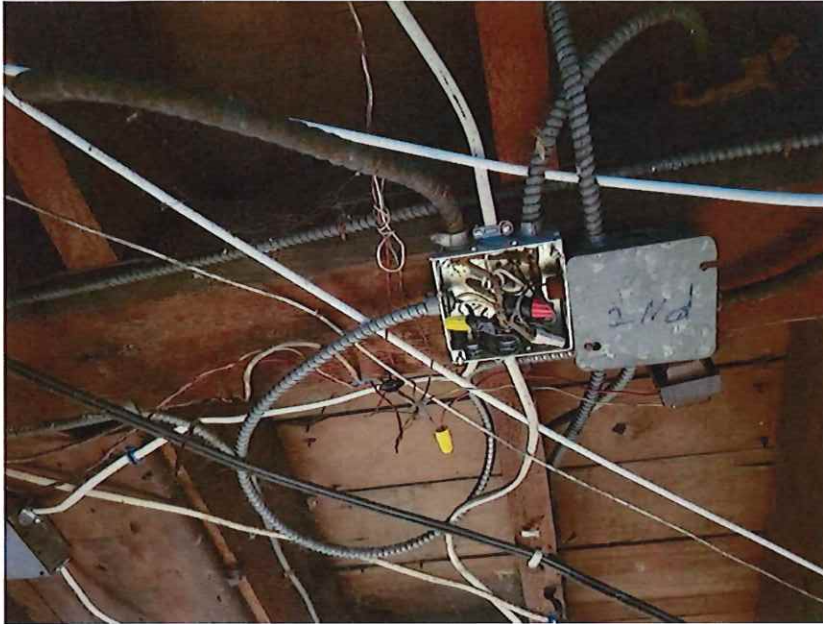
6. Basement – 40 Gallon Gas Fired Hot Water Heaters

- The exist two gas fired hot water heaters that are old and need replacing.
- Remove and dispose of existing water heaters and have a licensed plumber install two gas fired 40-gal hot water heaters.



7. Basement – Electrical Junction Box

- The exists an electrical junction box on ceiling that has several wires running into it.
- Have a licensed electrician service an verify volume of wires.



8. Basement – Electrical Panels (2)

- The exist two electrical breaker panels in the basement that need to have circuits traced and labeled.
- Have a licensed electrician trace and label circuits and verify ground wire.



9. First Floor – Entry Hallway Floor

- The hallway floor is worn failing and needs to be replaced. Approx. 50 Sq. Ft.
- Strip and dispose old vinyl floor.
- Install ¼ inch underlayment over entire floor surface attached with manufactures recommended fasteners.
- Install new LVT flooring over entire surface.
- Adjust baseboards and doors as required.



10. First Floor – Kitchen Cabinets and Countertop Sink Area

- The kitchen cabinets, countertop and sink/faucet are old and worn.
- Remove and dispose old cabinets.
- Install 5 feet of cabinets and countertop.
- Have a licensed plumber install a new stainless sink and faucet.



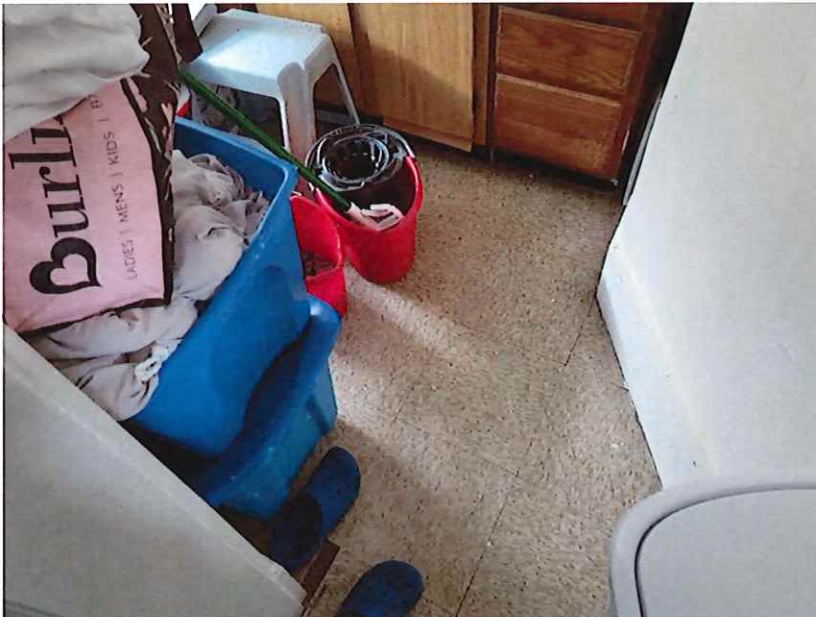
11. First Floor – Door to Pantry

- The door to the pantry is missing.
- Install door and hardware matching existing doors as close as possible.



12. First Floor – Pantry Floor (Approx. 80 Sq. Ft)

- The pantry floor is worn failing and needs to be replaced.
- Strip and dispose old vinyl floor.
- Install ¼ inch underlayment over entire floor surface attached with manufactures recommended fasteners.
- Install new LVT flooring over entire surface.
- Adjust baseboards and doors as required.



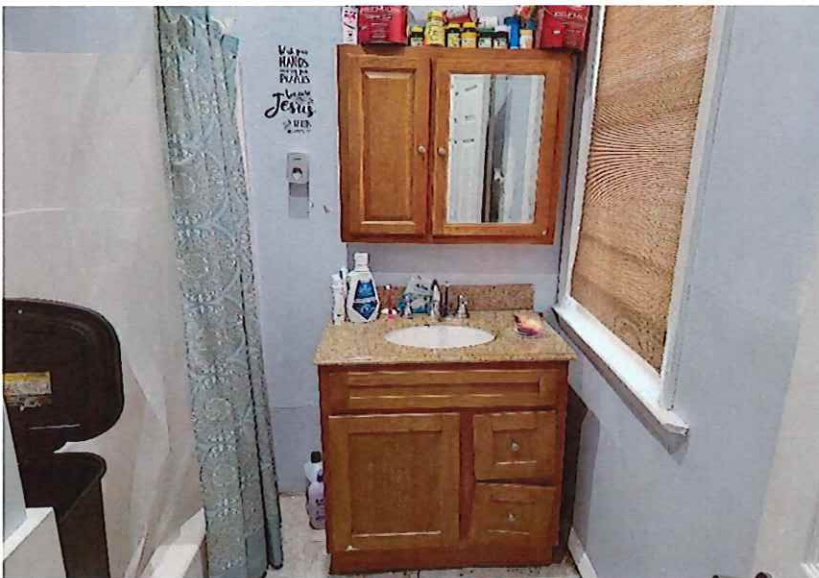
13. First Floor – Bathroom Floor (Approx. 64 Sq. Ft.)

- The bathroom floor is worn failing and needs to be replaced.
- Strip and dispose old vinyl floor.
- Repair subfloor under toilet.
- Install ¼ inch underlayment over entire floor surface attached with manufactures recommended fasteners.
- Install new LVT flooring over entire surface.
- Adjust baseboards and doors as required.



14. First Floor – Bathroom Vanity and Medicine Cabinet.

- The vanity, vanity top, Faucet and medicine cabinet are old and failing.
- Replace vanity and medicine cabinet. door with new hardware.
- Have a licensed plumber install a new sink and faucet.



15. First Floor – Bathroom Tub and Surround

- The tub and surround need cleaning and resealing.
- Strip old caulking and clean and reseal all joints with new mildew resistant silicone caulking.



16. First Floor – Door to TV Room

- The door to the TV Room is old and worn and the hardware is defective.
- Replace door and hardware matching the existing door and hardware as close as possible.



17. First Floor – Front Entry Hallway Floor (Approx. 120 Sq. Ft.)

- The front entry wood hallway floor is worn and needs finishing.
- Strip and refinish floor with 3 coats of polyurethane.



18. First Floor – Front Hallway Wall

- The front hallway wall needs to be repaired.
- Repair wall and prime and paint new patched area.



19. First Floor – Staircase to Second Floor Stair Treads (7)

- The second-floor staircase has 7 broken and compromised stair treads.
- Replace broken treads and finish to match existing color and apply 3 coats of polyurethane.



20. Second Floor – Hallway Floor (Approx. 150 Sq. Ft.)

- The front entry hallway floor is worn failing and needs to be replaced.
- Strip and dispose old vinyl floor.
- Install ¼ inch underlayment over entire floor surface attached with manufactures recommended fasteners.
- Install new LVT flooring over entire surface.
- Adjust baseboards and doors as required.



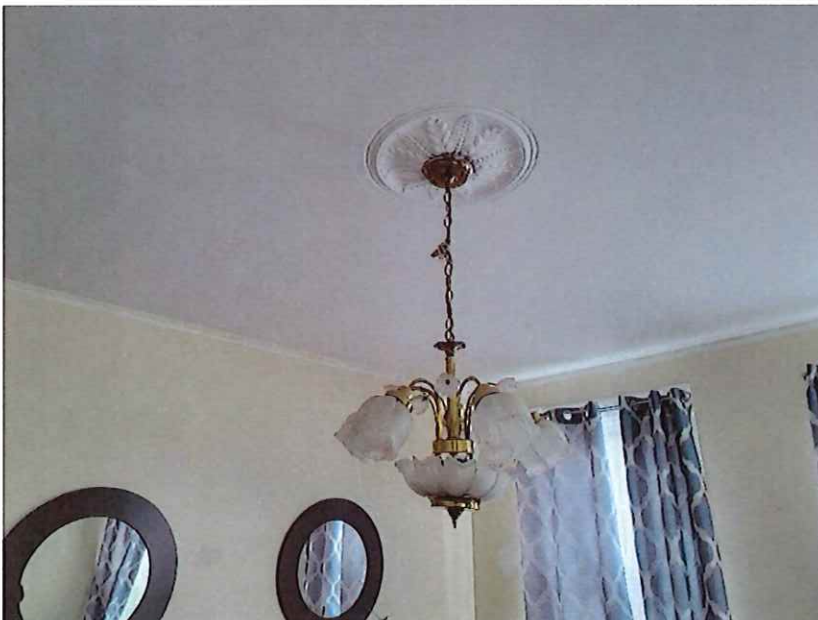
21. Second Floor – TV Room Wall

- The wall behind the thermostat needs repairing.
- Repair wall and touch up with primer and paint.



22. Second Floor – TV Room Light Fixture

- The second floor TV room light fixture is old and failing.
- Have a licensed electrician install a new fixture. Fixture to be selected by homeowner.



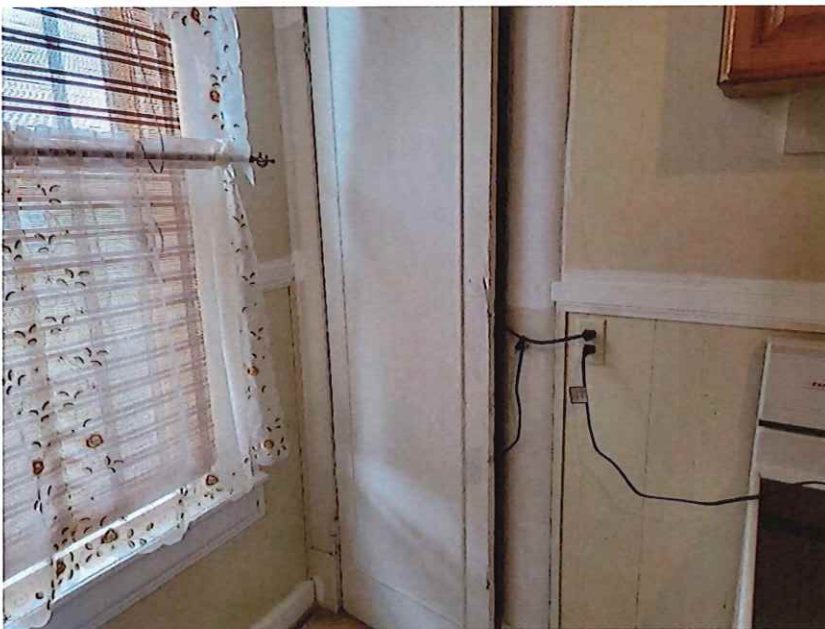
23. Second Floor – Kitchen Floor (Approx. 200 Sq. Ft.)

- The Kitchen floor is worn failing and needs to be replaced.
- Strip and dispose old vinyl floor.
- Install ¼ inch underlayment over entire floor surface attached with manufactures recommended fasteners.
- Install new LVT flooring over entire surface.
- Adjust baseboards and doors as required.



24. First Floor –Kitchen Door to Pantry

- The door to the pantry is old and worn and the hardware is defective.
- Replace door and hardware matching the existing door and hardware as close as possible.



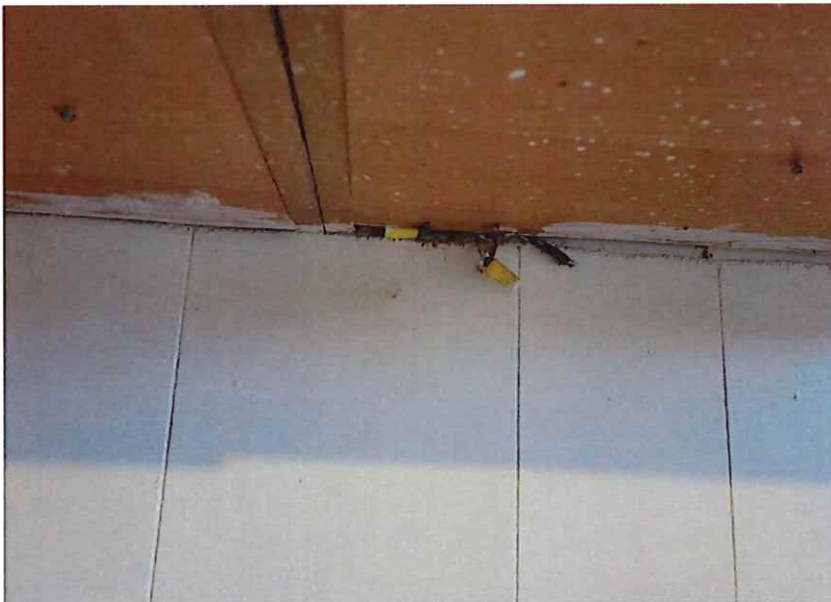
25. Second Floor – Kitchen Countertop

- The kitchen countertop is old and worn.
- Remove and dispose of old countertop.
- Install 5 feet of new countertop and have a licensed plumber reinstall the existing sink with new faucet.



26. Second Floor – Kitchen Sink Wall Cabinet Electrical

- There is an exposed wire under the wall cabinet above the sink.
- Remove and re install the wall cabinet after a licensed electrician terminates the electrical.
- Measure and install proper size new door properly sealing around perimeter.



27. Second Floor – Kitchen Range Hood

- The existing kitchen stove does not have a proper range hood
- Have a licensed electrician bring service to the cabinet above the stove and install a ductless range hood vent/light combo



28. Second Floor – Pantry Door

- The new pantry door is missing trim.
- Install new trim matching existing trim. Prime and paint like color.



29. Second Floor – Front Bedroom Floor (Approx. 200 Sq. Ft.)

- The front bedroom floor is worn failing and needs to be replaced.
- Strip and dispose old vinyl floor.
- Install ¼ inch underlayment over entire floor surface attached with manufactures recommended fasteners.
- Install new LVT flooring over entire surface.
- Adjust baseboards and doors as required.



30. Second Floor – Middle Bedroom Floor

- The middle bedroom floor is worn failing and needs to be replaced. Approx. 200 Sq. Ft.
- Strip and dispose old vinyl floor.
- Install ¼ inch underlayment over entire floor surface attached with manufactures recommended fasteners.
- Install new LVT flooring over entire surface.
- Adjust baseboards and doors as required.



31. Second Floor –Middle Bedroom Door

- The door to the pantry is old and worn and the hardware is defective.
- Replace door and hardware matching the existing door and hardware as close as possible.



32. Second Floor – Bathroom Vanity and Medicine Cabinet

- The vanity, vanity top, Faucet and medicine cabinet are old and failing.
- Replace vanity and medicine cabinet. door with new hardware.
- Have a licensed plumber install a new sink and faucet.



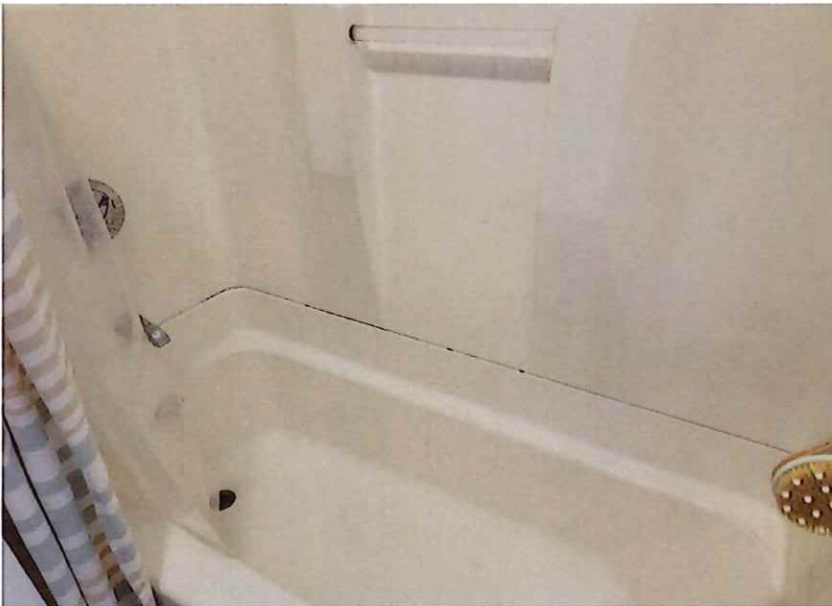
33. Second Floor – Bathroom Outlet

- The GFCI outlet is worn and missing a cover.
- Have a licensed electrician install a new GFCI arc fault outlet with cover.



34. Second Floor – Bathroom Tub and Surround

- The tub and surround need cleaning and resealing.
- Strip old caulking and clean and reseal all joints with new mildew resistant silicone caulking.



35. Second Floor – Bathroom Ceiling

- The bathroom does not currently have an exhaust fan.
- Have a licensed electrician wire and install exhaust fan only vented to the exterior.



36. Second Floor – Bathroom escutcheon Plate

- The toilet valve is missing an escutcheon plate.
- Install an escutcheon Plate behind the valve.



37. Exterior – Side Right Porch Guardrail

- There are 3 balusters that are worn and deteriorating.
- Duplicate and replace the affected balusters.
- Prime and paint new balusters to match existing color.



38. Exterior- Crown Molding

- There is a section of crown molding that has been compromised by critters.
- Cut back and replace 6 ft of crown molding at corner.
- Prime and paint to match existing color.



39. Exterior – Front Porch Floor and Band Joist Trim Board

- The floor and trim board are worn and deteriorating.
- Remove and dispose of floor and trim.
- Install 1x4 tong and groove fir porch flooring primed and painted.
- Install new 1x8 pine trim boards primed and painted.



40. Exterior – Front Porch Outlet

- The is an old, corroded outlet that needs replacing.
- Have a licensed electrician change out and install a new GFCI Arch Fault Duplex Outlet and cover.



41. Exterior – Front Porch Handrails (2)

- There are 2 metal handrails on the front porch that need painting.
- Sand and prep ready for paint and apply two coats of exterior paint applicable to metal.



42. Exterior – Rear Entry Porch

- The deck boards, tread boards and handrails need replacing.
- Remove and dispose of the deck boards, tread boards and handrails.
- Install new pressure treated deck boards and stair treads.



43. Exterior – Rear Entry Porch Door

- The entry door does not have a storm door.
- Install a storm door on entry door.



44. Exterior – Chimney Flashing

- There is a section of chimney flashing that is away from the chimney.
- Recure the flashing back to the chimney.



45. Entire House – Replace all Windows (38)

- There are 46 windows within the house that are damaged or not operating properly.
- Remove and replace windows with a new vinyl double insulated windows.
 - Repair all interior trim as needed.
 - Install metal wrap on the exterior as needed.
 - Caulk and seal all edge.

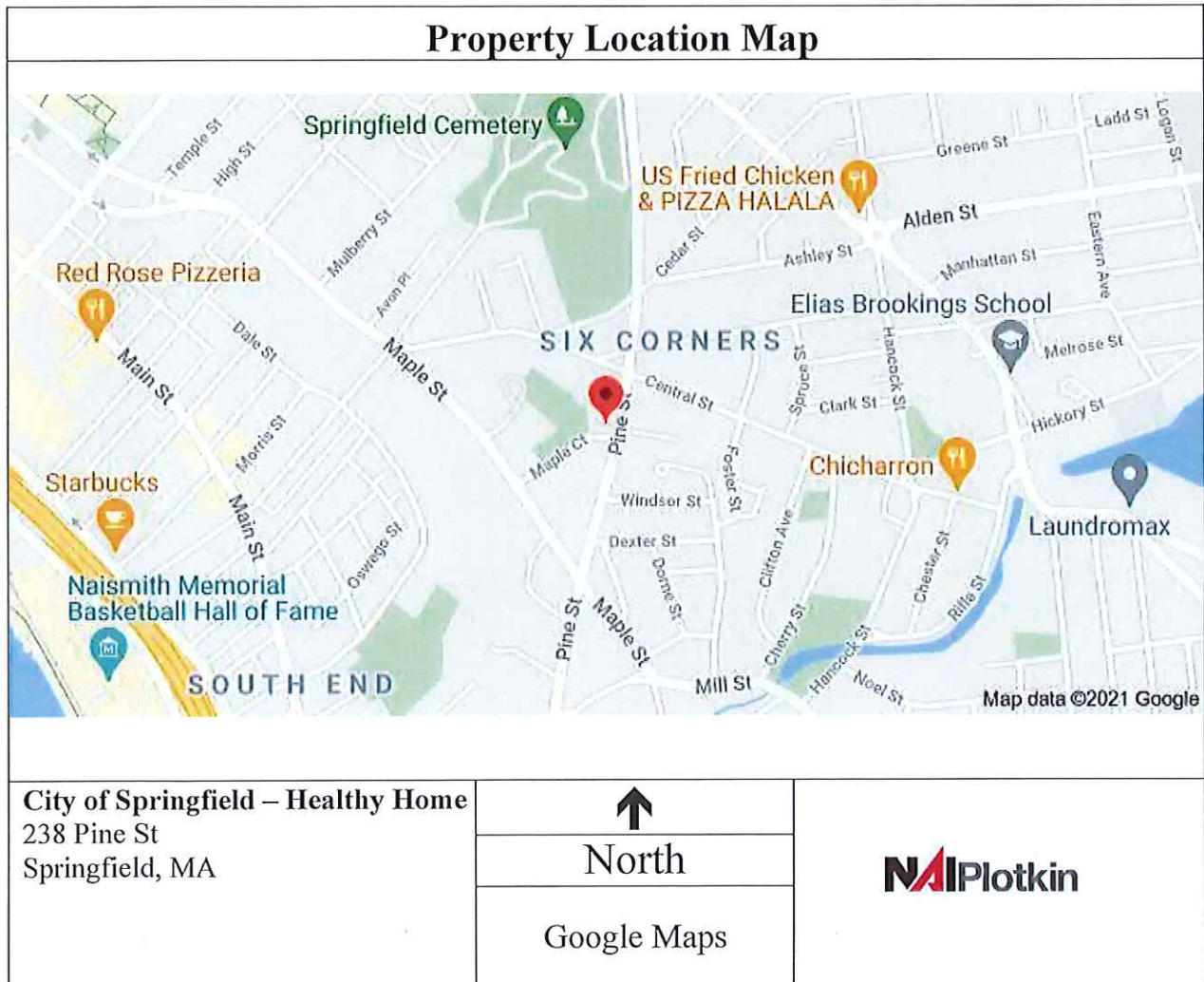
46. Entire House- Smoke & Carbon Monoxide Detectors (10)

- There are missing and outdated smoke detectors.
- Install new devices in required locations.

Appendix - Property Maps and Drawings

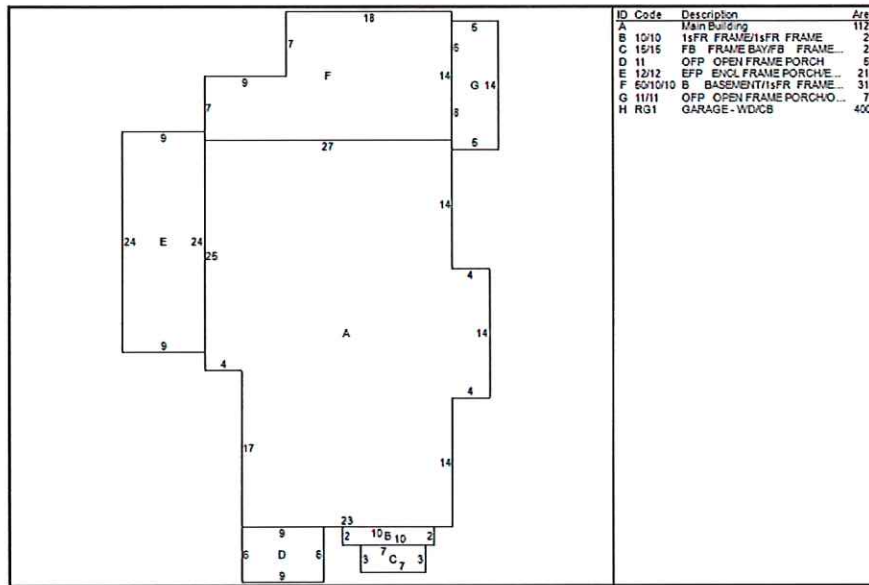
1. Property Location Map
2. Parcel Map
3. Satellite Photograph
4. Project Bid Sheet

Appendix Property Maps



Appendix Property Maps

Parcel Map



City of Springfield – Healthy Home
 238 Pine St
 Springfield, MA

Hampden County



Appendix Property Maps

Satellite Photograph



City of Springfield – Healthy Home
238 Pine St
Springfield, MA

NAIPlotkin

Bidders Qualification Requirements

CONSTRUCTION DEFINITIONS

- "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.
- Electrical, all new bathroom light/fan combo / GFI or wet area lighting fixtures, shall be on a Arc Fault Protection OR GFI Breaker

SUBSTITUTION APPROVAL PROCESS

- 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.

LINE ITEM BREAKDOWN

- The apparent winning bidders shall provide the owner with a line-item cost breakdown within 3 working days of a request

VERIFY QUANTITIES / MEASUREMENTS

- 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.

ALL PERMITS REQUIRED

- As part of the bid, 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 Abatement.

CONTRACTOR PRE-BID SITE VISIT

- 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.

WORK TIMES

- 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.

NEW MATERIALS REQUIRED

- 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.

WORKMANSHIP STANDARDS

- 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.

1 YEAR GENERAL WARRANTY

- 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.

FINAL CLEAN

- Remove from site all construction materials, tools, and debris. Sweep clean all exterior work areas. Vacuum all interior work areas, removing all visible dust, stains, labels, and tags. Clean all windows referenced in specifications.

APPLICABLE LEAD-SPECIFIC DEFINITIONS

- 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:
- 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.

LEAD-BASED PAINT REGULATIONS – FEDERALLY FUNDED HOUSING REHABILITATION

Per HUD Regulation 24 CFR Part 35: the contractor must conform to the Lead-based paint requirements for rehabilitation in the appropriate category listed below, based on the amount of rehabilitation assistance provided.

1. When the Federal Rehabilitation Assistance is \$1 to \$5,000 per unit:
 - a. The Contractor shall implement safe work practices during rehabilitation work in accordance with Sec. 35.1350 and repair any paint that is disturbed.
 - b. After completion of any rehabilitation disturbing painted surfaces, each work site must pass a clearance examination in accordance with Sec. 35.1340. Neither Clearance nor Lead Safe Work Practices are required if rehabilitation does not disturb painted surfaces of a total area of more than 20 SF on exterior, 2 SF per interior room or 10% of a small component.
2. When the Federal Rehabilitation Assistance is \$5,001 to \$25,000 per unit:
 - a. The contractor shall perform interim controls, in accordance with Sec. 35.1330, of all identified or presumed lead-based paint hazards.

- b. The contractor shall implement safe work practices during rehabilitation work in accordance with Sec. 35.1350 and repair any paint that is disturbed.
 - c. The entire unit shall pass a clearance examination in accordance with Sec. 35.1340.
- 3. When the Federal Rehabilitation Assistance is more than \$25,000 per unit:
 - a. The contractor shall abate all identified or presumed lead-based paint hazards in accordance with Sec. 35.1325.
 - b. The contractor shall implement safe work practices during rehabilitation work in accordance with Sec. 35.1350 and repair any paint that is disturbed.
 - c. The entire unit shall pass a clearance examination in accordance with Sec. 35.1340.

MAR 10 2022

MORTGAGE

City of Springfield Healthy Homes Rehabilitation Program

Book: 24442 Page: 337
@ 11:33am

THIS MORTGAGE is made as of March 4 2022, between Samuel Ocasio, whose address is 238 Pine Street, Springfield, MA 01105 ("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 3/4/2022 in the sum of \$82,880.50 (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 238 Pine Street, Springfield, MA 01105 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 9/28/2021. 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 income¹ 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.

¹ 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**.

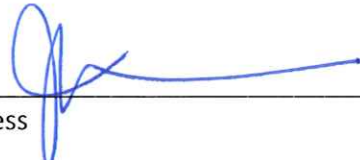
19. **Joint and several liability.** If the Borrower, as defined herein, consists of two or more parties, this Mortgage shall constitute a grant and mortgage by all of them jointly and severally, and they shall be obligated jointly and severally under all the provisions hereof and under the Note.

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: 

Samuel Ocasio
Borrower

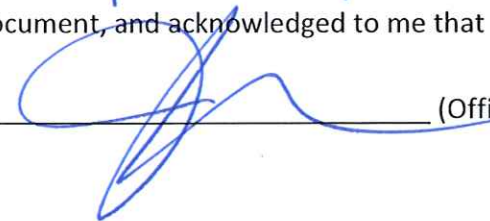


Witness

Commonwealth of Massachusetts

Hampden, ss, _____

On 3-4-2022, before me, the undersigned notary public, personally appeared, Samuel Ocasio proved to me through satisfactory evidence of identification, which was personal knowledge, 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: **JULIE A. DIALESSI-LAFLEY**
My Commission Expires: **Notary Public**
Commonwealth of Massachusetts
My Commission Expires
September 9, 2022

The note secured by this Mortgage has:

A principal sum of \$82,880.50
A rate of interest of Zero (0%) percent.

The sum of \$82,880.50 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: 238 Pine Street, Springfield, MA 01105

1. BORROWERS' PROMISE TO PAY

In return for a loan that I have received, I, Samuel Ocasio ("Borrower"), promise to pay \$82,880.50 (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 Disaster Recovery
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 owed 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.



Samuel Ocasio
Borrower




Witness



Witness

COMMONWEALTH OF MASSACHUSETTS

HAMPDEN, SS

On this 4 day of March 2020, before me, the undersigned Notary Public, personally appeared the above-named Samuel Ocasio, proved to me through satisfactory evidence of identification, which was personal knowledge, 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.



Notary Public
My Commission Expires
 **JULIE A. DIALESSI-LAFLEY**
Notary Public
Commonwealth of Massachusetts
My Commission Expires
September 9, 2022

SCHEDULE B
PROPERTY DESCRIPTION

EXHIBIT A

The land in Springfield, with the buildings thereon, bounded and described as follows:

EASTERLY	On Pine Street, eighty and 5/10 (80.5) feet, more or less;
SOUTHERLY	On Maple Court, one hundred (100) feet, more or less;
WESTERLY	On land now or formerly of one Chapin, eighty and 5/10 (80.5) feet, more or less; and
NORTHERLY	On land now or formerly of one Rice, one hundred (100) feet, more or less.

Being the same premises conveyed to the Grantors herein by deed of Ronald O. Pederzani and Renee Pederzani dated September 29, 1988 and recorded in the Hampden County Registry of Deeds in Book 6983 Page 225.

Being the premises known as 238 Pine Street, Springfield, Massachusetts.

PROMISSORY NOTE

March 4, 2022
Springfield, Massachusetts

Property Address: 238 Pine Street, Springfield, MA 01105

1. BORROWERS' PROMISE TO PAY

In return for a loan that I have received, I, Samuel Ocasio ("Borrower"), promise to pay \$\$82,880.50 (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 5th year.

4. BORROWER'S RIGHT TO PREPAY

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(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.

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(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 owed 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.

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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.



Samuel Ocasio,
Borrower



Witness


Witness

COMMONWEALTH OF MASSACHUSETTS

HAMPDEN, SS

On this 4 day of March, 2022, before me, the undersigned Notary Public, personally appeared the above-named Samuel Ocasio, proved to me through satisfactory evidence of identification, which was personal knowledge, 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.



Notary Public
My Commission Expires:



JULIE A. DIALESSI-LAFLEY
Notary Public
Commonwealth of Massachusetts
My Commission Expires
September 9, 2022

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 75, 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 75 regulations.
- C. The developer agrees to send to each labor organization or representative of workers with which the developer 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 developer agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 75, 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 75. The developer will not subcontract with any subcontractor where the developer has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135 or 24 CFR Part 75.
- E. The developer will certify that any vacant employment positions, including training positions, that are filled (1) after the developer is selected by before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 75 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 75.
- F. The developer agrees to work with the City of Springfield, Office of Compliance to ensure compliance with all Section 3 requirements and to furnish any required information or reports, including details on total labor hours, labor hours performed by Section 3 workers, labor hours performed by targeted Section 3 workers, and labor hours completed by Section 3 businesses
- G. Noncompliance with HUD's regulations in 24 CFR part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- H. 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 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).

Liberty Mutual
1 Federal St Bldg 111-4
Springfield, MA 01105



Samuel E Ocasio
65 Switzer Ave
Springfield, MA 01109-1033



CONTACT US

For questions, please call us
at 1-800-208-3041.

Date: March 11, 2022

Dear Samuel,

Please see the enclosed form(s) from Liberty Mutual.

- Certificate of Property Insurance (Binder)

Thank you for insuring with Liberty Mutual. We look forward to providing you with quality coverage and outstanding service.

Sincerely,

Liberty Mutual



CERTIFICATE (BINDER) OF PROPERTY INSURANCE

This is to certify that Samuel E Ocasio is insured for the coverage
Name of Policyholder(s)

and Provisions of a Deluxe Homeowner under [REDACTED] for \$313,100
(Type of policy) (Policy number) (Amount)

Subject to a deductible of \$500 for a period of one year from 08/21/2021 to 08/21/2022
(Amount) Date Date

For property located at 238 Pine St
Springfield MA 01105-1947

Hurricane Deductible (if applicable) _____ Wind/Hail (if applicable) \$500

Annual Premium \$1,766.00 PAID IN FULL NO

Replacement Cost Coverage Yes No Endorsement Effective Date 03/12/2022

Expanded Replacement Cost Yes No Functional Replacement

Loss, if any, payable to the insured and the "Mortgagee/Loss Payee" Shown below as their interest may appear.

Mail address if different from property address.

CITY OF SPRINGFIELD
1600 E Columbus Ave
Springfield, MA 01103-1614

65 Switzer Ave
Springfield, MA 01109-1033

This certification or verification of insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by the policies listed here. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate or verification of insurance may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies.

Billing Address:
LIBERTY MUTUAL
PO BOX 1604
NEW YORK, NY 10116

For mortgage company and loss payee inquiries call or write:
1-800-409-0733
PO BOX 29017
PHOENIX, AZ 85038

 
Secretary President

Dated: 03/11/2022 at: _____


Countersigned
AUTHORIZED REPRESENTATIVE

TAX CERTIFICATION AFFIDAVIT FOR CONTRACTS

Individual Social Security Number [redacted] State Identification Number [redacted] Federal Identification Number [redacted]

Street Address Only: 238 Pine St

City/State/Zip Code: Springfield, MA 01105

Telephone Number: [redacted] Email: [redacted]

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

Name of Individual: Samuel E. Ocasio

You must complete the following certifications and have the signature(s) notarized on the lines below

FEDERAL TAX CERTIFICATION

I, Julie Dialessi-Lafley certify under the pains and penalties of perjury that Samuel Ocasio to my best knowledge and belief, has/have complied with all United States Federal taxes required by law.

[Signature] Bidder/Proposer [Signature] Authorized Person's Signature Date: 3-4-2022

CITY OF SPRINGFIELD TAX CERTIFICATION

I, Julie Dialessi-Lafley certify under the pains and penalties of perjury that Samuel Ocasio to my best 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).

[Signature] Bidder/Proposer [Signature] Authorized Person's Signature Date: 3-4-2022

COMMONWEALTH OF MASSACHUSETTS TAX CERTIFICATION

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

[Signature] Bidder/Proposer [Signature] Authorized Person's Signature Date: 3-4-2022

Notary Public

COMMONWEALTH OF MASSACHUSETTS 3-4, 2022

Then personally appeared before me [name] Samuel Ocasio, [title] Samuel Ocasio, being duly sworn, and made oath that he/she has read the foregoing document, and knows the contents thereof; and that the facts stated therein are true of his/her own knowledge, and stated the foregoing to be his/her free act and deed and the free act and deed of [company name] Samuel Ocasio

My commission expires: Notary Public JULIE A. DIALESSI-LAFLEY Notary Public Commonwealth of Massachusetts My Commission Expires September 9, 2022



City of Springfield
Office of Disaster Recovery and Compliance

CDBG National Disaster Resilience Program
Awarding Federal Agency: United States Department of Housing and Urban Development
Federal Award Number: B-13-MS-25-0002

SUBROGATION AND ASSIGNMENT AGREEMENT

This Subrogation and Assignment Agreement (“Agreement”) is made and entered into on this 4 day of March, 2022, by and between Samuel Ocasio (“Subrecipient”) and the City of Springfield.

1. Assignment Relating to Funds Received under CDBG-Disaster Recovery Program

In consideration of Subrecipient’s receipt of funds under the CDBG National Disaster Resilience (CDBG-NDR) Program administered by the City of Springfield, Subrecipient hereby assigns to the City of Springfield all of Subrecipient’s future rights to reimbursement and all payments received under any policy of casualty or property damage insurance (the “Policies”) or under any reimbursement or relief program related to or administered by the Federal Emergency Management Agency (“FEMA”) or the Small Business Administration (“SBA”) for physical damage to the Structure (defined below) that was the basis of the calculation of Subrecipient’s award to the extent of the Note or Loan proceeds paid to Subrecipient under the Program. The proceeds or payments referred to in the preceding sentence, whether they be from insurance, FEMA or the SBA, shall be referred to herein as “Proceeds.” The rights Subrecipient assigns are specific to the structure with respect to which Note or Loan proceeds were paid (the “Structure”) which is described in Subrecipient’s application with the Program, and include proceeds arising out of physical damage to the Structure originally caused by the June 2011 Tornado but also including Proceeds received for damage to the Structure caused by any subsequent event that occurred until the commencement of repair or reconstruction utilizing Program funds. The Policies include, but are not limited to, policies characterized as wind, flood or any other type of casualty or property damage insurance coverage held by Subrecipient and which provides coverage for physical damage to the Structure.

2. Cooperation and Further Documentation

Subrecipient agrees to assist and cooperate with the City of Springfield should the City of Springfield elect to pursue any of the claims Subrecipient has against the insurers for reimbursement under any such policies. Subrecipient’s assistance and cooperation shall include allowing suit to be brought in Subrecipient’s name(s), giving depositions, providing documents, producing records and other evidence, testifying at trial and any other form of assistance and cooperation reasonably requested by the City of Springfield. Subrecipient further agrees to assist and cooperate in the attainment and collection of any Proceeds that the Subrecipient would be entitled to under any applicable FEMA or SBA program as described above. If requested by the City of Springfield, Subrecipient agrees to execute such

further and additional documents and instruments as may be requested to further and better assign to the City of Springfield, to the extent of the Note or Loan proceeds paid to Subrecipient under the Program, the Policies, the disaster relief funds from FEMA or SBA and/or any rights thereunder, and to take, or cause to be taken, all actions and to do, or cause to be done, all things requested by the City of Springfield to consummate and make effective the purposes of this Agreement.

3. **Authorization for City of Springfield to Contact Third Parties** Subrecipient explicitly allows the City of Springfield to request of any company with which Subrecipient held Policies or FEMA or the SBA any non-public or confidential information needed by the City of Springfield to monitor/enforce its interest in the rights assigned to it under this Agreement and to give Subrecipient's consent to such company to release said information to the City of Springfield.

4. **Agreement to Turn over Proceeds; Future Reassignment** If Subrecipient (or any entity holding a lien on the Structure, except to the extent required by superior loan documents) hereafter receives any insurance payment or disaster relief or reimbursement funds for physical damage to the Structure (not including proceeds received to cover contents), Subrecipient agrees to promptly pay such amounts to the City of Springfield if Subrecipient received grant proceeds under the Program in an amount greater than the amount Subrecipient would have received if such insurance and/or disaster relief or reimbursement payment had been considered in the calculation of Subrecipient's award. Once the City of Springfield has recovered an amount equal to the grant proceeds paid to Subrecipient, the City of Springfield will reassign to Subrecipient any rights assigned to the City of Springfield pursuant to this Agreement.

5. **Mortgage City of Springfield Rights** Subrecipient acknowledges that this Agreement does not impair Subrecipient's mortgage or City of Springfield's rights as loss-payee under any deed of trust or mortgage on the Structure.

6. **Miscellaneous**

(a) **WARNING: Subrecipient is hereby notified that intentionally or knowingly making a materially false or misleading written statement to obtain property or credit, including a mortgage loan, is a violation of Massachusetts General Law Part IV Title I Chapter 266 Section 67b, and, depending, is punishable by imprisonment for up to five years and/or a fine not to exceed \$10,000.00.**


(b) Subrecipient hereby represents that he/she has received, read, and understand this notice of penalties for making a materially false or misleading written statement to obtain a home loan.

(c) Subrecipient represents that all statements and representations made by Subrecipient regarding Proceeds received by Borrower shall be true and correct as of the date of Closing.

(d) In any proceeding to enforce this Agreement, the City of Springfield shall be entitled to recover all costs of enforcement, including actual attorney's fees.

EXECUTED this day of 3/4, 2022.

SUBRECIPIENT:

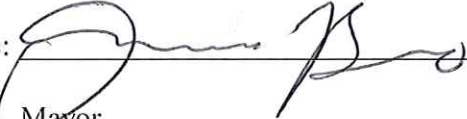


Samuel Ocasio

EXECUTED this 4 day of march, 2022.

CITY OF SPRINGFIELD:

By: Domenic J. Sarno

Name: 

Title: Mayor