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Contract 20200667

### 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.

5/11/2020  
YAB

DEPARTMENT	DATE RECEIVED		DATE FORWARDED TO NEXT DEPT.	
	Initials	Date	Initials	Date
Community Development			MG	5/8/2020
City Comptroller	LU	5.12.20	LU	5.12.20
Law	PF	5.13.20	PF	5.13.20
CAFO	CF	5.20.2020	CF	5.22.2020
Mayor	CF	5/22/20	CF	5/22/20
City Comptroller			LU	5.27.20
Community Development				

Vendor No.: 20633    Contract No.: 20200667    Contract Date: 04/23/2020

Contract Amt.: 21,091.00    Issue Date: 05/07/2020    Renewal Date:

Appropriation Code1: 26451815-530105-64516  
 Appropriation Code2:  
 Appropriation Code3:  
 Appropriation Code4:

Description of Funding Source: CDBG-NDR

Bid No.:                      Requisition No.: 20015439    PO No.:

Vendor Name: Jelissa Padilla aka: Jelissa Quinones

Contract Type: Healthy Homes Program

Contract Purpose: Rehab of 34 Ashley Street

Originating Dept.: Office of Disaster Recovery & Compliance

Expiration Date: 6/21/2025    Amendment Date:                      Extension Date:

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

CB

**CITY OF SPRINGFIELD  
HEALTHY HOMES PROGRAM**

**REHABILITATION LOAN AGREEMENT  
FOR OWNER-OCCUPANTS**

**Whereas**, the City of Springfield ("City") is providing financial assistance to Jelissa Padilla AKA Jelissa Quinones ("Borrower") from the Healthy Homes Program in the amount of \$21,091.00 to fund rehabilitation of the home located at 34 Ashley Street, Springfield, MA 01105, according to the terms of the agreed-upon Specs by Location/Trade, dated 01/31/2020, 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.

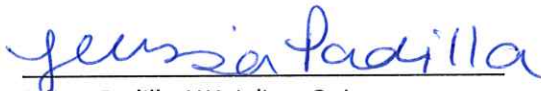
**Schedule**

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 23rd day of April, 2020.




Jelissa Padilla AKA Jelissa Quinones  
Property Owner

26451815-530105-64516 \$21,091.00



Office of Disaster Recovery  
CITY OF SPRINGFIELD

 Approved as to Appropriation:

 5-12-2022

Office of Comptroller  
CITY OF SPRINGFIELD

Approved as to Form:



Law Department  
CITY OF SPRINGFIELD

APPROVED:

  
Chief Administrative and Financial Officer  
CITY OF SPRINGFIELD

  
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:** Jelissa Padilla AKA Jelissa Quinones

**Project Address:** 34 Ashley Street

<b>Project Budget</b>	<b>Amount</b>
Repair/Rehab	\$17,610.00
Legal Fees	\$730.00
<b>Sub-Total</b>	<b>\$18,340.00</b>
Contingency (15%)	\$2,751.00
<b>Total</b>	<b>\$21,091.00</b>

# SPECS BY LOCATION/TRADE

1/31/2020

Pre-Bid Site Visit: \_\_\_\_\_  
 Bidding Open Date: \_\_\_\_\_  
 Bidding Close Date: \_\_\_\_\_  
 Initial: \_\_\_\_\_

Case Number: Jelissa Padilla  
 Project Manager: Sean Pham  
 Phone: \_\_\_\_\_

Address: 34 Ashley Street Unit: Unit 01

Location: 1 - General Requirements Approx. Wall SF: 0 Ceiling/Floor SF: 0

Spec #	Spec	Quantity	Units	Unit Price	Total Price
Trade: <u>1</u>	<u>General Requirements</u>				

**10 OWNER ACCEPTS SCOPE OF WORK** 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 \_\_\_\_\_ X \_\_\_\_\_  
 Applicant Date Applicant Date

**14 CONTRACTOR ACCEPTS SCOPE OF WORK** 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 Sean Pham 2/26/20  
 Contractor Date

**28 VENTILATION--ASHRAE 62.2-GENERAL REQUIREMENTS** 1.00 GR \_\_\_\_\_

This dwelling unit must have a ventilation system that meets ASHRAE 62.2 . See <http://www.ashrae.org/technology/page/548> and <http://www.buildingscience.com/documents/reports/rr-0502-review-of-residential-ventilation-technologies/>

**30 WALL NAMING PROTOCOLS** 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.

**31 CONSTRUCTION DEFINITIONS** 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.

**32 SUBSTITUTION APPROVAL PROCESS** 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.

**34 LINE ITEM BREAKDOWN** 1.00 DU \_\_\_\_\_

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

**35 VERIFY QUANTITIES/MEASUREMENTS** 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.

Address: 34 Ashley Street Unit: Unit 01

Location: 1 - General Requirements Approx. Wall SF: 0 Ceiling/Floor SF: 0

Spec #	Spec	Quantity	Units	Unit Price	Total Price
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Trade: 1 General Requirements

40	ALL PERMITS REQUIRED	1.00	AL		500
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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 MUST CHECK OFF ABOVE ALL PERMITS THAT APPLY FOR PROJECT.

45	CONTRACTOR PRE-BID SITE VISIT	1.00	DU		
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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	WORK TIMES	1.00	GR		
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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	NEW MATERIALS REQUIRED	1.00	GR		
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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	WORKMANSHIP STANDARDS	1.00	GR		
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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	CLOSE-IN INSPECTIONS REQUIRED	1.00	GR		
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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	1 YEAR GENERAL WARRANTY	1.00	DU		
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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.

120	FINAL CLEAN	1.00	AL		
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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.

9008	ENVIRONMENTAL REHAB--RRP REQUIREMENTS	1.00	GR		
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Any contractor performing renovation, repair, and painting projects that disturb lead-based paint in pre-1978 homes must comply with EPA 40 CFR Part 745(Lead; Renovation, Repair, and Painting Program), be certified by the EPA as a Renovation Firm and must use Certified Renovators who are trained by EPA-approved training providers to follow lead-safe work practices.

Trade: 9 Environmental Rehab

9002	APPLICABLE LEAD-SPECIFIC DEFINITIONS	1.00	GR		
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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

Address: 34 Ashley Street Unit: Unit 01

Location: 1 - General Requirements Approx. Wall SF: 0 Ceiling/Floor SF: 0

Spec # Spec Quantity Units Unit Price Total Price

Trade: 9 Environmental Rehab

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.

Location Total: [Signature]

Location: 2 - Front porch/Hallway Approx. Wall SF: 0 Ceiling/Floor SF: 0

Spec # Spec Quantity Units Unit Price Total Price

Trade: 10 Carpentry

3251 \*\*DOOR REPAIRS--INTERIOR\*\* Adjust door strike plate for proper door operation. FRONT ENTRY DOOR AND MAIN ENTRY DOOR

2.00 EA 100.00 \$200.00

Location Total: \$200.00

Location: 3 - Exterior Approx. Wall SF: 0 Ceiling/Floor SF: 0

Spec # Spec Quantity Units Unit Price Total Price

Trade: 9 Environmental Rehab

9355 SCRAPE AND REPAINT RAMP/DECK Renail all loose floor boards and fill holes. Wet scrape or wet buff the entire floor and railings on deck. HEPA vacuum, de-gloss and mop with a detergent wash. Rinse, allow to dry, HEPA vacuum, and tack rag surface. Apply two coats of acrylic latex deck enamel per manufacturer's specifications.

225.00 SF \$1,000.00

Trade: 10 Carpentry

2705 STUCCO--REPAIRS Repair several cracks on foundation stucco. Feather repairs into the surrounding surface. Match existing color as closely as possible.

20.00 SF \$500.00

3465 DECK--TONGUE AND GROOVE Demo existing damaged flooring. Install 3/4" yellow pine tongue and groove decking to existing joists with concealed galvanized nails to match existing material.

40.00 SF \$1,000.00

REAR 1ST FLOOR LEFT PORCH

3505 PORCH CEILING-- VINYL SOFFIT Dispose of existing ceiling material. Install new solid white vinyl soffit on porch ceiling.

132.00 SF \$1,000.00

2ND FLOOR REAR PORCH

Trade: 19 Paint & Wallpaper

5685 PREP & PAINT PORCH FLOOR Scrape all loose, peeling, cracked, blistered paint from porch flooring, Caulk and seal any cracks and gaps on flooring. Feather edges and dull gloss by sanding. Rinse entire area with water. Let dry. Caulk all cracks. Prime and top coat with owner's choice of premixed acrylic latex.

140.00 SF \$1,500.00

REAR 1ST AND 2ND FLOOR PORCH FLOORS AND STEPS

\$5,000.00

Location Total:



Address: 34 Ashley Street Unit: Unit 01

Location: 4 - Basement Approx. Wall SF: 0 Ceiling/Floor SF: 0

Spec #	Spec	Quantity	Units	Unit Price	Total Price
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Trade: 7 Masonry

1335	CHIMNEY--SEAL HOLE Using masonry cement/bricks seal hole in brick chimney chase.	5.00	SF		<u>500<sup>00</sup></u>
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Trade: 9 Environmental Rehab

5760	PREP & PAINT MASONRY WALL NOTE: FOLLOW LEAD HAZARD CONTROL REQUIREMENTS: Using lead safe work practices remove & dispose of all loose material & dust prior to installation of new materials. Wash dirt fungus, dust from surface. All cracked or loose mortar will be replaced. Scrape loose, peeling, cracked, blistered paint from concrete surface. Wash dirt fungus, dust from surface. Spot prime and top coat with owner's choice of premixed acrylic latex based flat. MIDDLE WALL WITH PEELING PAINT	100.00	SF		<u>500<sup>00</sup></u>
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Trade: 21 HVAC

6247	BOILER--HIGH EFFICIENCY--W/ INDIRECT HWH Use the most recent version of the Air Conditioning Contractors of America (ACCA) Manual J residential load calculation tool <a href="http://www.acca.org/tech/manualj/">http://www.acca.org/tech/manualj/</a> (calculate the load with manual J based on the post rehab building envelope), and use the most recent version of ACCA's Manual S for equipment selection. Provide both Manual J and S reports to the Owner for review and approval prior to installation. Replace existing boiler with a Gas Fired, modulating, direct vent, hot water boiler. Install boiler, connected to the distribution piping and baseboard convectors that service the entire house. Installation to include all power and control wiring, a set back thermostat with separate weekday and weekend programs, 4 settings per day, a vacation hold feature and a lighted digital display such as the Lux Model Psp511LC, expansion tank, one circulation pump, water and gas supply and flue piping. The installation is required to maintain a minimum 70 F indoor temperature when outdoor temperature is -10 F. Min. AFUE rating 93. Install an indirect fired 40 gallon water tank as a separate zone on the boiler with a maximum heat loss rating of 1° per hour. Remove existing boiler and hot water heater, recycle all metal components and dispose of all other materials in a code legal dump. 1ST FLOOR UNIT	1.00	EA		<u>7,600<sup>00</sup></u>
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6415	DRYER VENT Install 4" round rigid galvanized ductwork from the specified dryer location to a wall mounted Heartland Dryer Vent Closure outlet. <a href="http://www.energyfederation.org/consumer/default.php/cPath/30_4287_4571">http://www.energyfederation.org/consumer/default.php/cPath/30_4287_4571</a> . Do not fasten with nails, screws or other fasteners that protrude into the interior of the exhaust duct. Use pop rivets to connect sections of duct. Seal all joints and seams with duct mastic, not duct tape. Secure duct and hood to framing.	1.00	EA	<u>200</u>	<u>\$400<sup>00</sup></u>
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Location Total: \$ 9000.00

Location: 5 - 1st Floor Bathroom Approx. Wall SF: 0 Ceiling/Floor SF: 0

Spec #	Spec	Quantity	Units	Unit Price	Total Price
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Trade: 22 Plumbing

6901	VANITY/TOP--RESECURE Resecure bath vanity and top to wall and cabinet, apply caulking to top of back splash.	1.00	AL		<u>\$ 150<sup>00</sup></u>
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7004	TOILET-RESET Reset existing toilet on new wax ring with polyethylene flange. Install brass bolts and nuts and secure tightly to the floor.	1.00	EA		<u>\$ 150<sup>00</sup></u>
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Trade: 23 Electric

7590	RECEPTACLE--GFCI BATH Install a flush mounted, ground fault circuit interrupted ivory duplex receptacle with ivory cover plate. GCI DEFECTIVE WITH PAINT/WON'T TRIP	1.00	CF	<u>180</u>	<u>180</u>
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Location Total: \$ 480<sup>00</sup>

Address: 34 Ashley Street Unit: Unit 01

Location: 6 - 2nd Floor Bathroom Approx. Wall SF: 0 Ceiling/Floor SF: 0

Spec #	Spec	Quantity	Units	Unit Price	Total Price
Trade: 23 Electric					
7582	GFCI RECEPTACLE Install a flush mounted, ground fault circuit interrupted ivory duplex receptacle with ivory cover plate.	1.00	EA	\$ 475	\$ 475 <sup>00</sup>
Location Total:					\$ 475 <sup>00</sup>

Location: 7 - 1st Floor Kitchen Approx. Wall SF: 0 Ceiling/Floor SF: 0

Spec #	Spec	Quantity	Units	Unit Price	Total Price
Trade: 23 Electric					
7560	RECEPTACLE REPLACE Replace receptacle with ivory duplex receptacle and ivory cover plate. ALL RECEPTACLES HAVE BEEN PAINTED.	4.00	EA	\$ 45	\$ 180 <sup>00</sup>
7582	GFCI RECEPTACLE Install a flush mounted, ground fault circuit interrupted ivory duplex receptacle with ivory cover plate. NEXT TO KITCHEN TABLE	1.00	EA	\$ 475	\$ 475 <sup>00</sup>
Location Total:					\$ 655 <sup>00</sup>

Location: 9 - 1st Floor interior Approx. Wall SF: 0 Ceiling/Floor SF: 0

Spec #	Spec	Quantity	Units	Unit Price	Total Price
Trade: 23 Electric					
7560	RECEPTACLE REPLACE Replace receptacle with ivory duplex receptacle and ivory cover plate. FRONT BEDROOM	4.00	EA	45	180
7752	ENERGY STAR INTERIOR CEILING FIXTURE Install an Energy Star approved, flush mounted ceiling light fixture. REAR BEDROOM	1.00	EA	\$ 475	\$ 475
Location Total:					\$ 655 <sup>00</sup>

Location: 10 - 2nd Floor Interior Approx. Wall SF: 0 Ceiling/Floor SF: 0

Spec #	Spec	Quantity	Units	Unit Price	Total Price
Trade: 10 Carpentry					
2795	WINDOW REPAIR Repair window without replacing sash. Replace broken and cracked glass with new double strength insulated glass. FRONT BEDROOM TOP SASH ON SIDE WINDOW	1.00	EA		\$ 120 <sup>00</sup>
3251	**DOOR REPAIRS--INTERIOR** Adjust door strike plate for proper door operation.	1.00	EA		\$ 150 <sup>00</sup>
Trade: 23 Electric					
7565	INSTALL RECEPTACLE--15 AMP 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.	1.00	EA	\$ 475 <sup>00</sup>	\$ 475 <sup>00</sup>

Address: 34 Ashley Street Unit: Unit 01

Location: 10 - 2nd Floor Interior Approx. Wall SF: 0 Ceiling/Floor SF: 0

Spec #	Spec	Quantity	Units	Unit Price	Total Price
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Trade: 23 Electric

LIVING ROOM

7752 ENERGY STAR INTERIOR CEILING FIXTURE

Install an Energy Star approved, flush mounted ceiling light fixture.

1.00 EA \$ 180 \$ 180

REAR BEDROOM

7810 SMOKE DETECTOR--HARD WIRED--BATTERY BACK-UP

Install a UL approved, ceiling mounted smoke and heat detector permanently wired into a receptacle box with battery back-up.

2.00 EA \$ 110 \$ 220<sup>00</sup>

MIDDLE AND REAR BEDROOMS

Location Total: \$ 1,145<sup>00</sup>

Unit Total for 34 Ashley Street, Unit Unit 01:

Address Grand Total for 34 Ashley Street: 1,7610.00

Bidder: EDWIN ORTIZ  
HAMMILLHEAD HOME REMODELING

## MORTGAGE

### City of Springfield Healthy Homes Rehabilitation Program

**THIS MORTGAGE** is made as of April 23, 2020, between Jelissa Padilla AKA Jelissa Quinones, whose address is 34 Ashley 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 4/23/2020 in the sum of \$21,091.00 (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 34 Ashley 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 1/31/2020. 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.

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

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<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.

due every amount of indebtedness secured by any lien on the Mortgaged Property.

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: Jelissa Padilla  
Jelissa Padilla AKA Jelissa Quinones  
Borrower

Thomas E. Argenio  
Thomas E. Argenio Witness

*Commonwealth of Massachusetts*

Hampden, ss  
2020

April 23 ,

On April 23, before me, the undersigned notary public, personally appeared, Jelissa Padilla \* proved to me through satisfactory evidence of identification, which was government issued I.D, 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. \* AKA Jelissa Quinones

Thomas E. Argenio (Official signature and seal of notary).



**Thomas E. Argenio**  
Notary Public  
Commonwealth of Massachusetts  
My Commission Expires: April 18, 2025

Notary Public:

My Commission Expires:

The note secured by this Mortgage has:

A principal sum of \$21,091.00

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

The sum of \$21,091.00 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: **34 Ashley Street, Springfield, MA 01105**

**1. BORROWERS' PROMISE TO PAY**

In return for a loan that I have received, I, Jelissa Padilla AKA Jelissa Quinones ("Borrower"), promise to pay \$21,091.00 (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.

Jelissa Padilla

Jelissa  
Padilla AKA  
Jelissa  
Quinones  
Borrower

Thomas E. Argenio  
Witness - Thomas E. Argenio

Witness

COMMONWEALTH OF MASSACHUSETTS

HAMPDEN, SS

On this 23rd day of April, 2020, before me, the undersigned Notary Public, personally appeared the above-named Jelissa Padilla\*, proved to me through satisfactory evidence of identification, which was government issued I.D, 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.

\*AKA Jelissa Quinones



**Thomas E. Argenio**  
Notary Public  
Commonwealth of Massachusetts  
My Commission Expires: April 18, 2025

Thomas E. Argenio  
Notary Public  
My Commission Expires:

SCHEDULE B  
PROPERTY DESCRIPTION

The land in Springfield, Hampden County, Massachusetts, bounded and described as follows:

- SOUTHERLY by Ashley Street, seventy-seven and  $50/100$  (77.50) feet;
- WESTERLY by land now or formerly of Helen T. Wynne, one hundred twenty-two and  $54/100$  (122.54) feet.
- NORTHWESTERLY by lands of sundry adjoining owners as shown on the plan hereinafter mentioned, eighty-three and  $2/100$  (83.02) feet; and
- EASTERLY by Lot A as shown in hereinafter mentioned plan, one hundred fifty-two and  $30/100$  (152.30) feet.

Said land is shown as Lot B on hereinafter mentioned plan.

All of said boundaries are determined by the Court to be located as shown upon subdivision plan numbered 19169-B, the same being compiled from a plan drawn by W.T. Fairlough, Engineer for Court, dated July 26, 1946 as modified and approved by the Court, filed in the Land Registration Office, a copy of a portion of which is filed with Certificate of Title No. 3921.

Subject to a first Mortgage to MERS, Inc dated September 30, 2010 and recorded in the Hampden County Land Registration Office as Document No. 185722. See Certificate of Title No. 34556.

See Certificate of Title No. 34556.

## PROMISSORY NOTE

April 23, 2020  
Springfield, Massachusetts

Property Address: 34 Ashley Street, Springfield, MA 01105

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### 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 5<sup>th</sup> 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.

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**(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.

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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

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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

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**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).