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Contract 20220264

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			MB	10/12/21
City Comptroller	LKL	10/13/21	LKL	10/14/21
Law	RPS	10/14/21	RPS	10/14/21
CAFO	mmm	10-18-21	mmm	10-19-21
Mayor	M2M	10-19-21	MOM	10-20-21
City Comptroller			LKL	10/22/21
Community Development				

KB 10/13/2021

Vendor No.: 22223 Contract No.: Contract Date: 09/07/2021

Contract Amt.: \$50,341.25 Issue Date: 10/06/2021 Renewal Date:

Appropriation Code1: 26451815-530105-64516 40,341.25

Appropriation Code2: 26881801-530105-68800 10,000.00

Appropriation Code3:

Appropriation Code4:

Description of Funding Source: CDBG-NDR

Bid No.: Requisition No.: 22005941 PO No.:

Vendor Name: Teofilo Diaz

Contract Type: Healthy Homes

Contract Purpose: Rehab of 62 Florence Street

Originating Dept.: Office of Disaster Recovery and Compliance

Expiration Date: 10/22/2026 Amendment Date: Extension Date:

TYPE OF DOCUMENT (Please select at least one):

New Renewal Amendment Extension

KB

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

Requisition 22005941-00 FY 2022

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

Vendor
 TEOFILO DIAZ
 62 FLORENCE STREET
 SPRINGFIELD, MA 01105
 USA

Ship To
 COMMUNITY DEVELOPMENT
 1600 EAST COLUMBUS AVE
 SPRINGFIELD, MA 01103
 MGOONAN@SPRINGFIELDCITYHALL.COM
 Delivery Reference
 MICHAEL GOONAN

C#20220264

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/12/21	022223				COMMUNITY DEVELOPMENT

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes			
	CONTRACT PENDING			
001	HEALTHY HOMES REHAB 62 FLORENCE ST	1.00	50341.25000	50341.25
		EACH		
1	26451815-530105-64516		40341.25	
2	26881801-530105-68800		10000.00	

Ship To
 COMMUNITY DEVELOPMENT
 1600 EAST COLUMBUS AVE
 SPRINGFIELD, MA 01103
 Delivery Reference
 MICHAEL GOONAN

Requisition Link

Requisition Total 50341.25

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

Account	Amount	Remaining Budget
26451815-530105-64516	40341.25	1572327.95
CDBG-NDR-HEALTH HOMES	PROFESSIONAL SERVICES	
26881801-530105-68800	10000.00	86339.06
LEAD PAINT	PROFESSIONAL SERVICES	

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

Activity	Date	Clerk	Comment
Approved	10/12/21	Amanda Pham	Auto approved by: cak

Bill To
 COMMUNITY DEVELOPMENT
 1600 EAST COLUMBUS AVE

 SPRINGFIELD, MA
 01103

Requisition 22005941-00 FY 2022

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

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Vendor
 TEOFILO DIAZ
 62 FLORENCE STREET

 SPRINGFIELD, MA 01103
 USA

Ship To
 COMMUNITY DEVELOPMENT
 1600 EAST COLUMBUS AVE

 SPRINGFIELD, MA 01103
 MGOONAN@SPRINGFIELDCITYHALL.COM

 Delivery Reference
 MICHAEL GOONAN

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/12/21	022223				COMMUNITY DEVELOPMENT
LN	Description / Account	Qty	Unit Price	Net Price	
	Approved 10/12/21 Christopher Fraser		Auto approved by: cak		
	Approved 10/12/21 Cathy Buono				
	Queued 10/12/21 Hamediah Mohamed				
	Queued 10/12/21 Vanessa Lima				
	Queued 10/12/21 Sean Pham				
	Queued 10/12/21 Christopher Fraser				
	Queued 10/12/21 Jennifer Whisher				
	Queued 10/12/21 Elyssa Parrish				
	Queued 10/12/21 Erin Hand				
	Queued 10/12/21 Thalia Mwanilelo				
	Queued 10/12/21 Saumajit Saha				
	Pending Lindsay Hackett				
	Pending Melanie Acobe				
	Pending TJ Plante				
	Pending Lauren Stabilo				

C#20220264

**CITY OF SPRINGFIELD
HEALTHY HOMES PROGRAM**

**REHABILITATION LOAN AGREEMENT
FOR OWNER-OCCUPANTS**

Whereas, the City of Springfield ("City") is providing financial assistance to Teofilo Diaz & Luz M. DeJesus ("Borrower") from the Healthy Homes Program in the amount of \$ 50,341.25 to fund rehabilitation of the home located at 62 Florence Street, Springfield, MA 01108, according to the terms of the agreed-upon Specs by Location/Trade, dated 11/16/2020, 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 7th day of September, 2021.

Teofilo Diaz / Luz M. De Jesus
Teofilo Diaz & Luz M. DeJesus
Property Owner

[Signature]
Office of Disaster Recovery
CITY OF SPRINGFIELD

26451915-53065-64516 \$ 40,391.25
26881801-53065-68800 \$ 10,000.00
Approved as to Appropriation:

[Signature] 10/14/21
Office of Comptroller
CITY OF SPRINGFIELD

Approved as to Form:
[Signature]
Law Department
CITY OF SPRINGFIELD

APPROVED:

[Signature]
Chief Administrative and Financial Officer
CITY OF SPRINGFIELD

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

**CITY OF SPRINGFIELD
HEALTHY HOMES PROGRAM**

REHABILITATION LOAN AGREEMENT

List of Exhibits

Healthy Homes Rehabilitation Program Agreement

Exhibit A - Project Budget

Exhibit B - Itemized Repair Specs by Location/Trade

Exhibit C - Mortgage

Exhibit D - Promissory Note

Exhibit E - Section 3 Clause

Exhibit F - Tax Certification for Contracts

Exhibit G - Insurance Binder

Exhibit A

Healthy Homes Rehab Project Budget

Homeowner/Borrower: Luz DeJesus and Teofilo Diaz

Project Address: 62 Florence Street

Project Budget	Amount
Repair/Rehab	\$ 26,150.00
Lead Abatement	\$ 10,000.00
Lead Services	\$ 2,000.00
Relocation	\$ 2,295.00
Legal Fees	\$ 730.00
NAI Plotkin	\$ 2,600.00
Sub-Total	\$ 43,775.00
Contingency (15%)	\$ 6,566.25
Total	\$ 50,341.25

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

Bid Proposal Form

To: City of Springfield Date Submitted: May 28th 2021
Project Address: 62 Florence Street

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:

Thirty Six thousand One hundred and fifty Dollars \$36,150.00

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.

CONTRACTORS BID FORM

IDENTIFIED ITEMS AND PROPOSED LABOR & MATERIAL COSTS	
REPAIR ITEM	LABOR & MATERIAL COSTS
<i>Permit</i>	500.00
Lead Abatement	10,000.00
Basement – Stairway Window	425.00
Basement – Hot Water Heater Unit #2	1,450.00
Basement – Gas Fired Furnace	500.00
Basement – Mechanical Room & Side Window	850.00
Basement – Rear Basement Entry Door	150.00
Basement – Rear Left Middle Window	425.00
Basement – Florescent Strip Lights	350.00
Basement – Bedroom/Bathroom Windows	850.00
Basement – Bathroom Vent	75.00
Basement – Bathroom GFI Outlet	75.00
Basement – Bathroom Shower Controls	300.00
Basement – Shower Surround	650.00
Basement – Shower Window Trim	150.00
Basement – Tub Pad	550.00
Basement – Extermination	500.00
Basement – Basement Stair Railing	75.00
Basement – Smoke Detectors	425.00
Floor Total:	7,800.00
First Floor – Living Room Windows	3,000.00
First Floor – Kitchen Outlets	350.00
First Floor – Bathroom Outlet	350.00
First Floor – Bathroom Window	600.00
First Floor – Bathroom Shower Controls	300.00
First Floor – Dining Room Window	600.00
First Floor – Middle Bedroom Window	600.00
First Floor – Front Bedroom Windows	1,800.00
First Floor – Smoke Detectors	425.00
Floor Total:	8,025.00
Second Floor – Rear Stairway Light	150.00
Second Floor – Kitchen Outlets	350.00
Second Floor – Dining Room Outlet	75.00
Second Floor – Bathroom Light, Heat & Vent	300.00
Second Floor – Bathroom Shower Controls	325.00
Second Floor – Living Room Windows	2,400.00
Second Floor – Middle Bedroom Window	600.00
Second Floor – Front Bedroom Window	600.00
Second Floor – Bedroom Porch Door	150.00
Second Floor – Attic Stair Railing	125.00
Second Floor – Smoke Detectors	425.00
Floor Total:	5,500.00

Attic - Ceiling Patch	150.00
Attic - Ceiling Light Fixture	250.00
Attic - Eaves Chimney Hole	425.00
Attic - Plumbing Vent Stack	150.00
Attic - Front Window	600.00
Attic - Smoke Detectors	425.00
Floor Total:	2,000.00
Exterior - Second Floor Porch	1,150.00
Exterior - Entry Railings	550.00
Exterior Total:	1,700.00
Grand Total:	\$ 36,150.00

Addendum #1

Window	\$ 600.00
Screws	25.00
	<hr/>
	\$ 625.00

MORTGAGE

City of Springfield Healthy Homes Rehabilitation Program

THIS MORTGAGE is made as of September 7, 2021, between Teofilo Diaz & Luz M. DeJesus, whose address is 62 Florence Street, Springfield, MA 01108 ("**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 September 7, 2021 in the sum of \$50,341.25 (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 62 Florence Street, Springfield, MA 01108 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 11/16/2020. 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.

- 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: Teofilo Diaz & Luz M. Dejesus
Teofilo Diaz & Luz M. Dejesus
Borrower

Cornelius W. Phillips
Witness Cornelius W. Phillips to both

By: Luz M. Dejesus
Luz M. Dejesus, Borrower
Commonwealth of Massachusetts

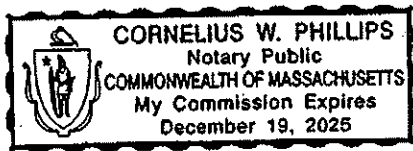
Hampden, ss

September 7, 2021

~~XXXX~~

On September 7, 2021, before me, the undersigned notary public, personally appeared, Teofilo Diaz & Luz M. Dejesus proved to me through satisfactory evidence of identification, which was MA Drivers Licenses, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that ~~XXXX~~ they signed it voluntarily for its stated purpose.

Cornelius W. Phillips
(Official signature and seal of notary).



Notary Public: Cornelius W. Phillips
My Commission Expires: December 19, 2025

The note secured by this Mortgage has:

A principal sum of \$ 50,341.25
A rate of interest of Zero (0%) percent.

The sum of \$ 50,341.25 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: 62 Florence Street, Springfield, MA 01108

1. BORROWERS' PROMISE TO PAY

In return for a loan that I have received, I, Teofilo Diaz & Luz M. DeJesus ("Borrower"), promise to pay \$ 50,341.25 (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.

Teofilo Diaz
Teofilo Diaz ~~XXXXXXXXXXXX~~
Borrower

Cornelius W. Phillips
Witness Cornelius W. Phillips to both

Luz M. DeJesus
Luz M. DeJesus, Borrower

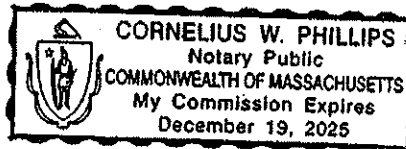
Witness

COMMONWEALTH OF MASSACHUSETTS

HAMPDEN, SS

On this 7th day of September, 2021, before me, the undersigned Notary Public, personally appeared the above-named Teofilo Diaz & Luz M. DeJesus, proved to me through satisfactory evidence of identification, which was MA Drivers Licenses, 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 ~~XX~~ executed the same as ~~XX~~ free act and deed.
they their

Cornelius W. Phillips
Notary Public Cornelius W. Phillips
My Commission Expires: December 19, 2025



SCHEDULE B
PROPERTY DESCRIPTION

The land in Springfield, Hampden County, Massachusetts, bounded and described as follows:
A certain lot of land with the buildings thereon, situated on the Northerly side of Florence Street in said Springfield, bounded and described as follows:

SOUTHERLY by said Florence Street, about sixty-five (65) feet;

EASTERLY by land now or formerly of John Shaw, one hundred forty-five (145) feet;

NORTHERLY by land now or formerly of one Pease and by land now or formerly of Daniel Clark, about sixty-five (65) feet; and

WESTERLY by land now or formerly of Mrs. Sollace, about one hundred forty-five (145) feet.

SUBJECT TO easements, rights and restrictions of record, if any in force and effect.

Being the same premises conveyed to the Mortgagors by a deed recorded 8/25/2004 in the Hampden County Registry of Deeds in Book 14439, Page 93.

PROMISSORY NOTE

September 7 _____, 2021
Springfield, Massachusetts

Property Address: 62 Florence Street

1. BORROWERS' PROMISE TO PAY

In return for a loan that I have received, I, Teofilo Diaz & Luz M. DeJesus ("Borrower"), promise to pay \$ 50,341.25 (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

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 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

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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).

TAX CERTIFICATION AFFIDAVIT FOR CONTRACTS

Individual Social Security Number

Street Address Only:

62 Florence St.

City/State/Zip Code:

Springfield Ma - 01105

Telephone Number:

Email:

Wdiaz.1925@gmail.com

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

Name of Individual:

Luz M. De Jesus

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

FEDERAL TAX CERTIFICATION

I, Luz M. De Jesus certify under the pains and penalties of perjury that I, to my best knowledge and belief, have complied with all United States Federal taxes required by law.

Signature

Luz M. De Jesus

Date:

9/7/2021

CITY OF SPRINGFIELD TAX CERTIFICATION

I, Luz M. De Jesus certify under the pains and penalties of perjury that I, to my best knowledge and belief, have complied with all City of Springfield taxes required by law.

Signature

Luz M. De Jesus

Date:

9/7/2021

COMMONWEALTH OF MASSACHUSETTS TAX CERTIFICATION

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

Bidder/Proposer

Authorized Person's Signature

Luz M. De Jesus

Date:

9/7/2021

Notary Public

COMMONWEALTH OF MASSACHUSETTS

,ss.

, 2020

Then personally appeared before me [name], [title]

of [company name], 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].

Notary Public

My commission expires:

YOU MUST FILL THIS FORM OUT COMPLETELY AND YOU MUST SUBMIT THIS FORM WITH YOUR CLOSING DOCUMENTS.



INSURANCE BINDER

DATE (MM/DD/YYYY)

9/20/2021

THIS BINDER IS A TEMPORARY INSURANCE CONTRACT, SUBJECT TO THE CONDITIONS SHOWN ON PAGE 2 OF THIS FORM.

AGENCY Sumner & Toner Insurance Agency Inc 813 Williams St Longmeadow MA 01106		COMPANY Travelers Insurance Co BINDER # [REDACTED]	
PHONE (A/C, No, Ext): [REDACTED] FAX (A/C, No): [REDACTED]		DATE EFFECTIVE TIME DATE EXPIRATION TIME	
CODE: [REDACTED] AGENCY CUSTOMER ID: [REDACTED] SUB CODE: [REDACTED]		9/20/2021 12:01 <input checked="" type="checkbox"/> AM <input type="checkbox"/> PM 10/1/2021 <input checked="" type="checkbox"/> 12:01 AM	
INSURED AND MAILING ADDRESS LUZ M. DEJESUS TEDFILO DIAZ 62 FLORENCE ST SPRINGFIELD MA 01105		<input type="checkbox"/> THIS BINDER IS ISSUED TO EXTEND COVERAGE IN THE ABOVE NAMED COMPANY <input type="checkbox"/> PER EXPIRING POLICY # [REDACTED]	
		DESCRIPTION OF OPERATIONS / VEHICLES / PROPERTY (including Location) Loc# 0001 62 FLORENCE ST SPRINGFIELD, MA 01105	

COVERAGES**LIMITS**

TYPE OF INSURANCE	COVERAGE / FORMS	DEDUCTIBLE	COINS %	AMOUNT
PROPERTY CAUSES OF LOSS <input type="checkbox"/> BASIC <input type="checkbox"/> BROAD <input checked="" type="checkbox"/> SPEC	Dwelling Personal property Loss of use Personal liability	All Peril 500		485,000 339,500 97,000 300,000
GENERAL LIABILITY COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR			EACH OCCURRENCE DAMAGE TO RENTED PREMISES MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE	\$ \$ \$ \$ \$
VEHICLE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS			PRODUCTS - COMP/OP AGG COMBINED SINGLE LIMIT BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE MEDICAL PAYMENTS PERSONAL INJURY PROT UNINSURED MOTORIST	\$ \$ \$ \$ \$ \$ \$ \$
VEHICLE PHYSICAL DAMAGE DED COLLISION: OTHER THAN COL:	ALL VEHICLES <input type="checkbox"/> SCHEDULED VEHICLES <input type="checkbox"/>		ACTUAL CASH VALUE STATED AMOUNT	\$ \$
GARAGE LIABILITY ANY AUTO			AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY: EACH ACCIDENT AGGREGATE	\$ \$ \$ \$
EXCESS LIABILITY UMBRELLA FORM OTHER THAN UMBRELLA FORM	RETRO DATE FOR CLAIMS MADE:		EACH OCCURRENCE AGGREGATE SELF-INSURED RETENTION	\$ \$ \$
WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY			PER STATUTE E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	\$ \$ \$ \$
SPECIAL CONDITIONS / OTHER COVERAGES	Policy term 12/28/2020 to 12/28/2021 Annual premium \$2,463.00		FEES TAXES ESTIMATED TOTAL PREMIUM	\$ \$ \$

NAME & ADDRESS

CITY OF SPRINGFIELD OFFICE OF HOUSING 1600 EAST COLUMBUS AVE. SPRINGFIELD, MA 01103	<input checked="" type="checkbox"/> MORTGAGEE 3RD	<input type="checkbox"/> ADDITIONAL INSURED
	<input type="checkbox"/> LOSS PAYEE	
	LOAN #:	
AUTHORIZED REPRESENTATIVE 		