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Contract

20200311

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.

Table with columns: DEPARTMENT, DATE RECEIVED (Initials, Date), DATE FORWARDED TO NEXT DEPT. (Initials, Date). Rows include Community Development, City Comptroller, Law, CAFO, Mayor, City Comptroller, and Community Development.

Vendor No.: 19205 Contract No.: 20200311 Contract Date: 9/12/2019
Contract Amt.: \$66,188.00 Issue Date: 10/18/19 Renewal Date:
Appropriation Code1: 26451815-530105-64516 \$52,688.00
Appropriation Code2: 26881801-530105-68800 \$13,500.00
Description of Funding Source: CDBG-NDR
Bid No.: Requisition No.: 20006216 PO No.:
Vendor Name: Lisette Godbout
Contract Type: CDBG-NDR Healthy Homes Rehab
Contract Purpose: Rehabilitation of Home/Investor-Owners at 55 Harriet St, Springfield, MA
Originating Dept.: Nigel Greaves/Office of Housing
Expiration Date: 10/27/2029 Amendment Date: Extension Date:
TYPE OF DOCUMENT (Please select at least one):
[X] New [] Renewal [] Amendment [] Extension

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

Requisition 20006216-00 FY 2020

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

Page 1

Vendor
 LISETTE GODBOUT
 70 ALVIN ST
 SPRINGFIELD, MA 01104
 USA

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

c# 2020 0311

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/18/19	019205				COMMUNITY DEVELOPMENT

LN	Description / Account	Qty	Unit Price	Net Price
General Notes				
001	CONTRACT PENDING CDBG-NDR HEALTHY HOMES REHAB/INVESTOR-OWNERS FOR PROPERTY LOCATED 55 HARRIET ST, SPFLD MA	1.00 EACH	66188.00000	66188.00
1	26451815-530105-64516		52688.00	
2	26881801-530105-68800		13500.00	

Ship To
 COMMUNITY DEVELOPMENT
 1600 EAST COLUMBUS AVE
 SPRINGFIELD, MA 01103
 Delivery Reference
 NIGEL GREAVES

Requisition Link

Requisition Total 66188.00

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

Account	Amount	Remaining Budget
26451815-530105-64516 CDBG-NDR-HEALTH HOMES	52688.00 PROFESSIONAL SERVICES	3331912.68
26881801-530105-68800 LEAD PAINT	13500.00 PROFESSIONAL SERVICES	292857.90

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

Activity Date Clerk Comment

CA 20200311

**CITY OF SPRINGFIELD
HEALTHY HOMES PROGRAM**

**REHABILITATION LOAN AGREEMENT
FOR INVESTOR-OWNERS**

Whereas, the City of Springfield ("City") is providing financial assistance to Lisette Godbout ("Borrower") from the Healthy Homes Program in the amount of Sixty-Six Thousand, One-Hundred Eighty-Eight and 00/100 Dollars (\$66,188.00) to fund rehabilitation of the home located at 55 Harriet Street, according to the terms of the agreed-upon Specs by Location/Trade, dated March 6th, 2019 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, ten-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 10% per full year, plus 45 days until it is 100% forgiven after ten years, plus 45 days.

Rental to Income-Eligible Household

The Borrower must rent the unit(s) to an income-eligible household for a period of ten years, plus 45 days, following final payment to the contractor. In the event that the Borrower fails to make the unit(s) available to an income-eligible household for the ten-year loan term referenced above, the entire sum of the loan will become immediately due and payable.

The Borrower understands that if, during the ten-year loan term, part or all of the property is sold, transferred, 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.

Income-Eligibility

Income-eligible households are those with income at or below 80% area median income (AMI). 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.

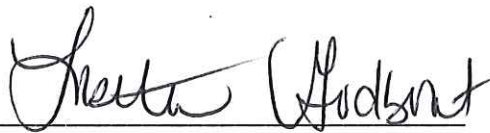
Schedule

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 12th day of September, 2019.



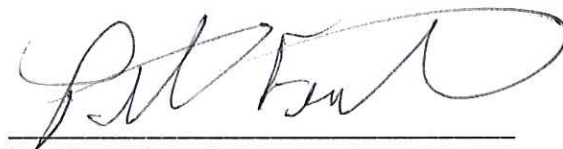
Lisette Godbout
Borrower



Office of Housing
CITY OF SPRINGFIELD


Approved as to Appropriation:
26461815-1530105-64516 \$52,688.00
26881801-530105-68800 \$13,500.00
 09-24-19

Office of Comptroller
CITY OF SPRINGFIELD

Approved as to Form:


Law Department
CITY OF SPRINGFIELD

APPROVED:



Chief Administrative and Financial Officer
CITY OF SPRINGFIELD, deputy



Domenic J. Sarno, Mayor
CITY OF SPRINGFIELD

**CITY OF SPRINGFIELD
HEALTHY HOME 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: Lisette Godbout

Project Address: 55 Harriet Street, Springfield, MA 01107

Cost Description	Project Budget
General Rehab	\$ 36,200.00
Lead Abatement	\$ 13,500.00
Initial Rehab Contract	\$ 49,700.00
Initial Lead Inspection	\$ 2,655.00
Lead Reinspection	\$ 800.00
Healthy Homes Total	\$ 53,155.00
Storage Containers (1 per unit)	\$ 700.00
Relocation	\$ 3,000.00
Legal Fees	\$ 700.00
Total, including Administrative	\$ 57,555.00
Contingency 15%	\$ 8,633.00
Contract Grand Total	\$ 66,188.00

SPECS BY LOCATION/TRADE

3/6/2019

Pre-Bid Site Visit: 3/11/19
 Bidding Open Date: 6/13/19
 Bidding Close Date: 6/20/19
 Initial: DDG

Case Number: Godbout, Lisette
 Project Manager: Nigel Groaves
 Phone: 413-886-5050

Address: 55 Harriet 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: 1 General Requirements					
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. 					
	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. 					
	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: 55 Harriet 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: 1 General Requirements

40 ALL PERMITS REQUIRED 1.00 AL 1000.00

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.

55 WORK TIMES 1.00 GR

Contractors and their Subcontractors shall schedule working hours between 8:00am and 6:00pm Monday through Friday. Requests to work on weekends and before or after these hours must be approved by the homeowner.

77 NEW MATERIALS REQUIRED 1.00 GR

All materials used in connection with this work write-up are to be new, of first quality and without defects - unless stated otherwise or pre-approved by Owner and Construction Specialist.

78 WORKMANSHIP STANDARDS 1.00 GR

All work shall be performed by mechanics both licensed and skilled in their particular trade as well as the tasks assigned to them. Workers shall protect all surfaces as long as required to eliminate damage.

85 CLOSE-IN INSPECTIONS REQUIRED 1.00 GR

Call the agency for inspection of all work that will be concealed from view before it is closed in. This type of inspection frequently includes, but is not limited to footings, roof sheathing & flashing prior to installation of new felt & shingles, and repaired framing & decking prior to installation of underlayment & floor coverings, prior to insulation and prior to drywall.

90 1 YEAR GENERAL WARRANTY 1.00 DU

Contractor shall remedy any defect due to faulty material or workmanship and pay for all damage to other work resulting therefrom, which appear within one year from final payment. Further, contractor shall furnish owner with all manufacturers' and suppliers' written warranties covering items furnished under this contract prior to release of the final payment.

9008 ENVIRONMENTAL REHAB--RRP REQUIREMENTS 1.00 GR

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 AL 13,500.00

Abatement: Any set of measures designed to permanently (permanent = expected life span of at least 20 years) eliminate lead-based paint or lead-based paint hazards.

CFR - The Code of Federal Regulations:

De minimus - Safe work practices and clearance are required when more than:

- 20 SF on exterior
- 2 SF per interior room
- 10% of small component

is deteriorated or will be disturbed by renovation.

Interim Controls: A set of measures designed to reduce temporarily human exposure or likely exposure to lead-based paint hazards. Interim controls include, but are not limited to, repairs, painting, temporary containment, specialized cleaning, clearance, ongoing lead-based paint maintenance activities, and the establishment and operation of management and resident education programs.

Work site: An interior or exterior area where lead-based paint hazard reduction activity takes place. There may be more than one work site in a dwelling unit or at a residential property.

Clearance: An activity conducted following lead-based paint hazard reduction activities to determine that the hazard reduction activities are complete and that no soil-lead hazards or settled dust-lead hazards, as defined in this part, exist in the dwelling unit or work site. The clearance process includes a visual assessment and collection and analysis of environmental samples. Dust-lead standards for clearance are found at Sec. 35.1320. See 24CFR Part 35 - Subpart B - Section 35.110 Definitions, for additional definitions.

LEAD ABATEMENT OF PROPERTY

Address: 55 Harriet Street

Unit: Unit 01

Location Total: 14,500.00

Location: 2 - Exterior Approx. Wall SF: 0 Ceiling/Floor SF: 0

Spec # Spec Quantity Units Unit Price Total Price

Trade: 4 Site Work

465 REMOVE TREE BRANCHES 1.00 EA 2000.00
Cut and remove tree branches back from Garage roof to a min. 10' distance, dispose to legal dump.
RIGHT SIDE OF GARAGE.

Trade: 10 Carpentry

3590 STEPS/LANDING--REPL EXTERIOR 5.00 EA 1800.00
Dispose of existing concrete steps. Construct a replacement unit with two 2"x 12" preservative treated pine stringers, 5/4"
PTP stepping stock treads, on a solid concrete footer. Frame stairs 5' wide connecting existing landing. Construct a wood
handrail with balusters on one side 32" above tread nosing.
REAR STEPS

Trade: 15 Roofing

4585 REROOF--1/2" DECK/FIBERGLASS SHINGLE COMPLETE 28.00 SQ 14,500.00
Remove roof to deck. Install 1/2" CDX plywood over entire roof. Install 36 inch wide strips of Grace Ice and Water Shield at
the eaves and in the valleys. Install 15 lb. felt as underlayment on the remainder of the decking. Install a 220 lb fiberglass
asphalt, Architectural shingle with a 35 year warranty. Replace all flashing, including valleys, with .019 aluminum. Install
step flashing at all wall junctures. Install shingle-over ridge vent. Color choice by owner.
INCLUDES ALL PORCHES.

Location Total: 20,300.00

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

Spec # Spec Quantity Units Unit Price Total Price

Trade: 7 Masonry

1375 CHIMNEY--CUSTOM 1.00 EA 250.00
Install a new metal chimney cleanout door to basement chimney.

Trade: 21 HVAC

6247 OIL FIRED BOILER--W/TANKLESS HOT WATER 1.00 EA 12,000.00
Use the most recent version of the Air Conditioning Contractors of America (ACCA) Manual J residential load calculation
tool http://www.acca.org/tech/manualj/ (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 Oil Fired tankless steam boiler. Install
boiler, connected to the distribution piping and radiators that service the 2nd and 3rd floor of 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 oil 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 86. Remove existing boiler, recycle all metal components and dispose of
all other materials in a code legal dump.

2ND FLOOR BOILER NEEDS TO HAVE HOT WATER CONNECTED TO 2ND AND 3RD FLOOR ONLY.

6290 STEAM BOILER--AUTOMATIC FEED 1.00 EA 400.00
Install an automatic feed and low water cutoff valve. McDonell-Miller or preapproved equal.
NEW OIL FIRE BOILER

6415 DRYER VENT 1.00 EA 250.00
Install 4" round rigid galvanized ductwork from the specified dryer location to a wall mounted Heartland Dryer Vent Closure
outlet. Use pop rivets to connect sections of duct. Seal all joints and seams with duct mastic, not duct tape. Secure duct

Address: 55 Harriet Street Unit: Unit 01

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

Spec # Spec Quantity Units Unit Price Total Price

Trade: 21 HVAC

and hood to framing.

Location Total: 12,700.00
~~12,900.00~~

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

Spec # Spec Quantity Units Unit Price Total Price

Trade: 10 Carpentry

3726 CABINET - WOOD WALL-PLYWOOD 3.00 LF 250.00

Install 30" upper cabinet constructed of solid hardwood face-frames and doors with 1/2" plywood carcasses & floors. Carcasses will be joined using metal or plastic corner bracing. Install "D" shaped pulls on all doors and drawers even when finger grooves exist. Owner will choose style & finish from those available in line proposed by contractor. Cabinets must comply with California 93120 (formaldehyde content) or all exposed edges must be sealed with a low-VOC sealant.

2ND FLOOR KITCHEN

Trade: 22 Plumbing

6840 TRAP--REPLACE 1.00 EA 50.00

Install P-Trap to kitchen sink.

3RD FLOOR KITCHEN.

Trade: 23 Electric

7583 REPLACE RECEPTACLE WITH GFCI DEVICE 2.00 EA 50.00

Replace existing receptacle with an ivory surfaced mounted ground fault circuit interrupt receptacle with ivory cover plate.

3RD FLOOR KITCHEN.

7595 RECEPTACLE--GFCI COUNTERTOP 15 AMP 1.00 EA 50.00

Repair or replace defective GCI receptacle with open ground connection.

2ND FLOOR KITCHEN.

7840 RANGE HOOD--RECIRCULATING 1.00 EA 550.00

Install a 30", recirculating, enameled metal range hood with light, charcoal filter, and washable grease filter. Owner's choice of color.

2ND FLOOR KITCHEN

Location Total: 950.00

Location: 5 - Bathrooms Approx. Wall SF: 0 Ceiling/Floor SF: 0

Spec # Spec Quantity Units Unit Price Total Price

Trade: 20 Floor Coverings

5922 UNDERLAYMENT & LINOLEUM SHEET GOODS 50.00 SF 6000.00

Demo existing ceramic tile flooring. Install 1/4" underlayment grade plywood using 7d screw shank or cement coated nails, or narrow crown staples, 6" on center allowing a 1/4" gap at wall. Fill seams with a manufacturer approved filler. Install Forbo's Marmoleum or Armstrong Marmorette linoleum sheet goods, per manufacturer's most current recommendations. Owner's choice of color.

1ST FLOOR BATH.

Trade: 22 Plumbing

6720 TRAP--REPLACE 1.00 EA 50.00

Address: 55 Harriet Street Unit: Unit 01

Location: 5 - Bathrooms Approx. Wall SF: 0 Ceiling/Floor SF: 0

Spec # Spec Quantity Units Unit Price Total Price

Trade: 22 Plumbing

Install P-Trap to bathroom sink.

Trade: 23 Electric

7590 RECEPTACLE--GFCI BATH 1.00 EA 50.00

Replace the existing receptacle with a flush mounted, ground fault circuit interrupted ivory duplex receptacle with ivory cover plate adjacent to lavatory using copper non-metallic cable.

3RD FLOOR BATH

7595 RECEPTACLE--GFCI COUNTERTOP 15 AMP 1.00 EA 50.00

Repair or replace defective GCI receptacle with open ground connection.

2ND FLOOR BATH.

7821 FAN/LIGHT FIXTURE--CONTINUOUS MODULATING-MOTION DETECTOR SWITCH 1.00 EA 300.00

Install a Panasonic Whisper Green-Lite Model # FV-08VKML3 ceiling mounted, ENERGY STAR qualified Fan/Light fixture with a modulating DC motor capable of 80 CFM operating at less than .3 Sones, switched by a built in motion detector and night light, the capacity to run continuously at a preset CFM rating, a time delay feature for the boost setting, vented w/ damper to exterior. Install 4" galvanized metal duct (not flex duct) and vent to the exterior ideally through a wall or gable end using a 4" hooded vent with damper. All duct seams and connections shall be sealed with duct mastic. Insulate the ductwork with vinyl or foil faced R 8 minimum duct insulation. Repair any damage to the ceiling installation and air seal fan/light assembly to the ceiling with low VOC caulk. Set the continuous level of ventilation to meet ASHRAE 62.2 and set the time delay switch to 20 minutes.

3RD FLOOR BATH.

Location Total: 1050.00

Location: 6 - Interior Approx. Wall SF: 0 Ceiling/Floor SF: 0

Spec # Spec Quantity Units Unit Price Total Price

Trade: 23 Electric

8145 ELECTRIC-- 3 PRONG OPEN GROUND/REVERSED POLARITY RECEPTACLES 6.00 EA 200.00

Have a licensed electrician inspect/test and replace all 2/3-Prong open ground/reversed polarity receptacles. (2nd & 3rd floors)

- 3RD FLOOR KITCHEN (1 REVERSED POLARITY)
3RD FLOOR FRONT BEDROOM (1 REVERSED POLARITY)
3RD FLOOR PANTRY (2- PRONG UNGROUNDED)
2ND FLOOR PANTRY (OPEN GROUND)
2ND FLOOR BEDROOMS ((2) OPEN GROUND)

Location Total: 200.00

Unit Total for 55 Harriet Street, Unit Unit 01:

Address Grand Total for 55 Harriet Street: 49,700.00

Bidder: Construction Co-Op

MORTGAGE

City of Springfield Healthy Homes Rehabilitation Program

THIS MORTGAGE is made as of September 12, 2019, between Lisette Godbout, whose address is 70 Alvin Street, Springfield, MA 01104 ("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 Sept 12, 2019 in the sum of \$66,188.00 (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 55 Harriet Street in Springfield, Massachusetts and described on the attached **Schedule B** (the "Mortgaged Property").

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

1. **Purpose.** This Mortgage and the Note are to secure a loan made by the City to the Borrower for the purpose of making home improvements to the Mortgaged Property, as detailed in the **Work Write-Up Specifications dated March 6th, 2019**. The Borrower is responsible for making the improvements, and the City shall only make payment of Principal for such improvements as it inspects and verifies that the improvements have been completed.
2. **Conditions of the Loan.**
 - a. **Due Upon Sale or Transfer.** If the Borrower sells or transfers the Mortgaged Property before the final maturity date, the amount of the loan still owing at the time of sale or transfer will be immediately due and payable to the City.
 - b. **Owner Occupancy.** If the Borrower is an owner-occupant at the time this loan is entered into, the Borrower must continue to live in the Mortgaged Property as his/her principal place of residence during the term of the loan.
 - c. **Rental Unit Affordability.** If the Borrower (including a Borrower who lives in one unit of a multi-unit property) rents out units in the Mortgaged Property to

others, the Borrower must rent all units in the Mortgaged Property to households with income at or below 80% of the area median 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:	10 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 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.

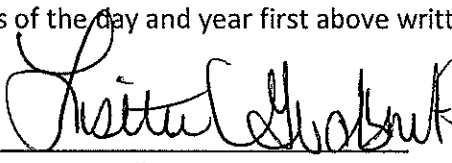
18. **City Right to Nonjudicial Foreclosure.** This Mortgage is upon the **STATUTORY CONDITION**, for any breach of which, or for breach of any of the aforementioned provisions or conditions, the City may declare all sums secured hereby immediately due and payable, and the City shall have the **STATUTORY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

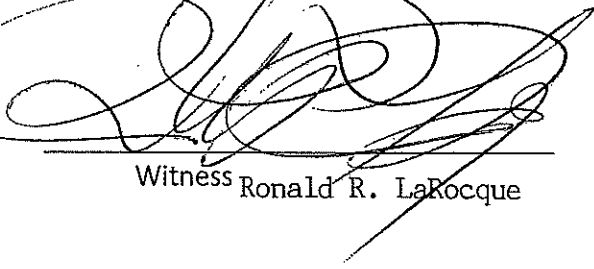
19. **Joint and several liability.** If the Borrower, as defined herein, consists of two or more parties, this Mortgage shall constitute a grant and mortgage by all of them jointly and severally, and they shall be obligated jointly and severally under all the provisions hereof and under the Note.

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:


Lisette Godbout
Borrower

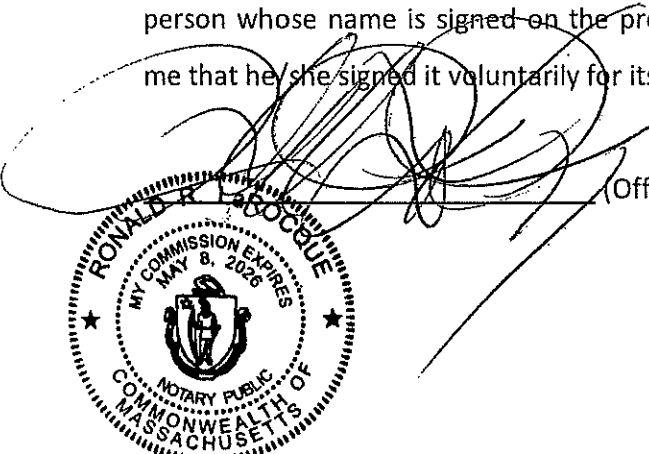

Witness Ronald R. LaRocque

Commonwealth of Massachusetts

Hampden, ss
2019

September 12, 2019

On Sept 12, 2019 before me, the undersigned notary public, personally appeared, Lisette Godbout proved to me through satisfactory evidence of identification, which was MA Drivers License, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily for its stated purpose.


(Official signature and seal of notary).

Notary Public: Ronald R. LaRocque
My Commission Expires: 5/8/2026

The note secured by this Mortgage has:

A principal sum of \$66,188.00

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

The sum of \$66,188.00 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: **55 Harriet Street, Springfield, MA 01107**

1. BORROWERS' PROMISE TO PAY

In return for a loan that I have received, I, Lisette Godbout("Borrower"), promise to pay \$66,188.00 (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 tenth 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.

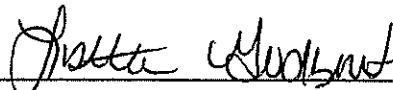
Owner Occupancy. If the Borrower is an owner-occupant at the time this loan is entered into, and the Borrower ceases to live in the Mortgaged Property as his/her principal place of residence during the term of the loan, the City may, at its option, require immediate payment in full of all sums secured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

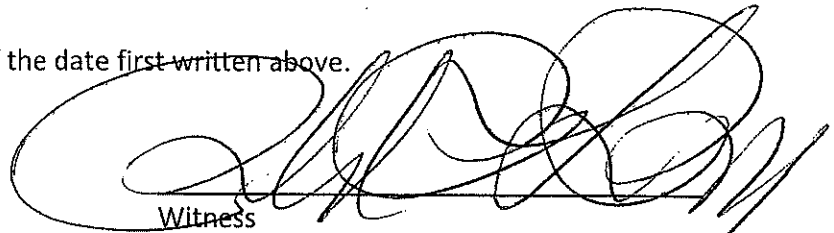
If the City exercises its option to require immediate payment of the balance of funds secured by the Mortgage, the City shall give Borrower notice of acceleration. This notice shall provide a

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.



Lisette Godbout



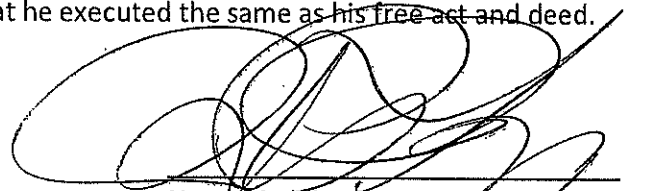
Witness

Witness

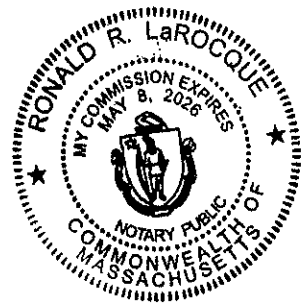
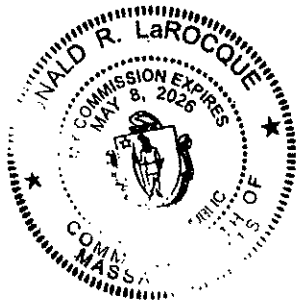
COMMONWEALTH OF MASSACHUSETTS

HAMPDEN, SS

On this 12th day of September, 2019, before me, the undersigned Notary Public, personally appeared the above-named Lisette Godbout, proved to me through satisfactory evidence of identification, which was MA Drivers License, to be the person whose name is signed on the preceding or attached document, and acknowledge that he signed it voluntarily for its stated purpose, and acknowledged to me that he executed the same as his free act and deed.



Notary Public Ronald R. LaRocque
My Commission Expires: 5/8/2026



SCHEDULE B
PROPERTY DESCRIPTION

The land in said **SPRINGFIELD**, with the buildings thereon, bounded and described as follows:

Beginning on the southerly line of Harriet Street, at a point distant one hundred (100) feet easterly from the intersection of the southerly line of said Harriet Street with the easterly line of Dwight Street, and at the northeast corner of land formerly of one Birnie and now or lately of one McGillicudy, and running thence,

SOUTHERLY on line of lands of said McGillicudy and of one Allen one hundred (100) feet to land formerly of one Newton, now of one Cooley; thence

EASTERLY on said Cooley's land and land of John J. Courtney, forty-seven and one-half (47 ½) feet; thence

NORTHERLY and parallel with the first mentioned bound one hundred (100) feet to the southerly line of Harriet Street; and thence

WESTERLY on said southerly line of Harriet Street forty-seven and one-half (47 ½) feet to the point of beginning.

Deed Ref
Book 14083
Page 349

PROMISSORY NOTE

Springfield, Massachusetts

Property Address: **55 Harriet Street, Springfield, MA 01107**

1. BORROWERS' PROMISE TO PAY

In return for a loan that I have received, I, Lisette Godbout("Borrower"), promise to pay \$66,188.00 (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").

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6. BORROWER DEFAULT

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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.

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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.

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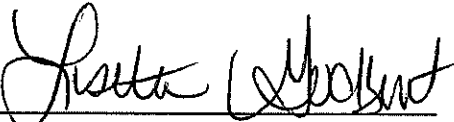
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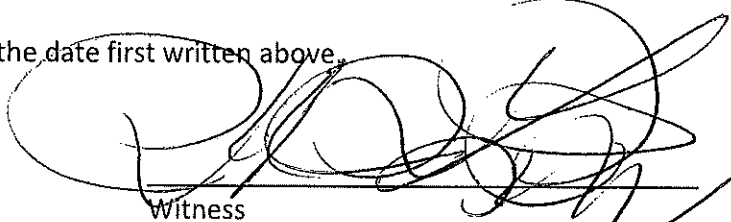
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EXECUTED as a sealed instrument as of the date first written above.



Lisette Godbout



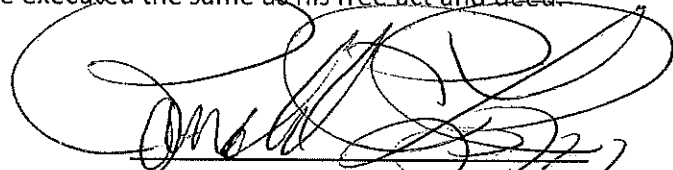
Witness

Witness

COMMONWEALTH OF MASSACHUSETTS

HAMPDEN, SS

On this 12th day of September, 2019, before me, the undersigned Notary Public, personally appeared the above-named Lisette Godbout, proved to me through satisfactory evidence of identification, which was MA Drivers License, to be the person whose name is signed on the preceding or attached document, and acknowledge that he signed it voluntarily for its stated purpose, and acknowledged to me that he executed the same as his free act and deed.



Notary Public Ronald R. LaRocque
My Commission Expires: 5/8/2026

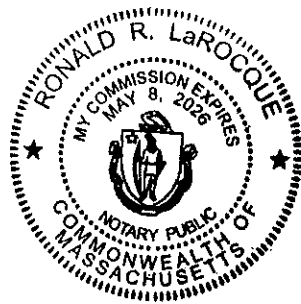


Exhibit E:
SECTION 3 CLAUSE

“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).