



Contract

20210672

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			M6	4/30/21
City Comptroller		5-3-2021		5-3-2021
Law	<i>[Signature]</i>	5-7	<i>[Signature]</i>	5-7
CAFO	<i>[Signature]</i>	5/10/21	<i>[Signature]</i>	5.10.21
Mayor	<i>[Signature]</i>	5/14	<i>[Signature]</i>	5/14/21
City Comptroller				
Community Development				

4/30/2021
5/3/2021

Vendor No.: 20356 Contract No.: Contract Date: 4/15/2020

Contract Amt.: \$32,773.18 Issue Date: 04/30/2021 Renewal Date:

Appropriation Code1: 26451815-530105-64516 \$ 31,223.18

Appropriation Code2: 26881801-530105-68800 \$ 1,550.00

Appropriation Code3:

Appropriation Code4:

Description of Funding Source: CDBG-NDR

Bid No.: Requisition No.: 21012272 PO No.:

Vendor Name: Israel Delgado

Contract Type: CDBG-NDR Healthy Homes

Contract Purpose: Rehab of 21 Florence Street

Originating Dept.: Office of Disaster Recovery and Compliance

Expiration Date: 6/14/2026 Amendment Date: Extension Date:

TYPE OF DOCUMENT (Please select at least one):

New Renewal Amendment Extension

[Signature]

CH 20210672

**CITY OF SPRINGFIELD
HEALTHY HOMES PROGRAM**

**REHABILITATION LOAN AGREEMENT
FOR OWNER-OCCUPANTS**

Whereas, the City of Springfield ("City") is providing financial assistance to Israel Delgado, Sr. ("Borrower") from the Healthy Homes Program in the amount of \$ 32,773.18 to fund rehabilitation of the home located at 21 Florence Street, Springfield, MA 01105, according to the terms of the agreed-upon Specs by Location/Trade, dated 10/08/2020, 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.

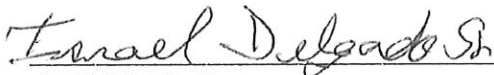
Schedule

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

Enforcement

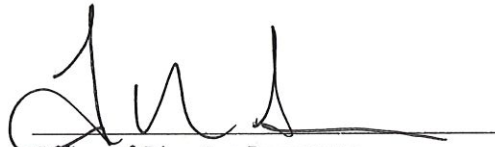
The Borrower and the City acknowledge that the City has the right and responsibility to enforce this agreement.

This contract is signed as of the 15 day of April, 2021.



Israel Delgado, Sr.

Property Owner



Office of Disaster Recovery

CITY OF SPRINGFIELD

26451815-530105-64516 \$31,223.18
26381801-530105-64800 \$1,550.00

Approved as to Appropriation:

Approved as to Form:

 5-3-2021

Office of Comptroller
CITY OF SPRINGFIELD

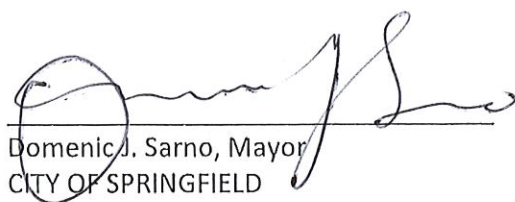


Law Department
CITY OF SPRINGFIELD

APPROVED:



Chief Administrative and Financial Officer
CITY OF SPRINGFIELD



Domenic J. Sarno, Mayor
CITY OF SPRINGFIELD

CITY OF SPRINGFIELD
HEALTHY HOMES PROGRAM

REHABILITATION LOAN AGREEMENT
List of Exhibits

Healthy Homes Rehabilitation Program Agreement

Exhibit A - Project Budget

Exhibit B - Itemized Repair Specs by Location/Trade

Exhibit C - Mortgage

Exhibit D - Promissory Note

Exhibit E - Section 3 Clause

Exhibit F - Tax Certification for Contracts

Exhibit G - Insurance Binder

Exhibit A

Healthy Homes Rehab Project Budget

Homeowner/Borrower:

Project Address:

Project Budget	Amount
Repair/Rehab	\$ 23,923.42
Lead Abatement	\$
Lead Services	\$ 1,550.00
Relocation	\$ 2,295.00
Legal Fees	\$ 730.00
Sub-Total	\$ 28,498.42
Contingency (15%)	\$ 4,274.76
Total	\$ 32,773.18

SPECS BY LOCATION/TRADE

10/8/2020

Pre-Bid Site Visit: 10-28-20
 Bidding Open Date: _____
 Bidding Close Date: _____
 Initial: CS

Case Number: Isreal Delgado 413-314-0057
 Project Manager: Sean Pham
 Phone: 413-784-4883

Address: **21 Florence Street**

Unit: **Unit 01**

Location: **1 - General Requirements**

Approx. Wall SF: 0

Ceiling/Floor SF: 0

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

10 OWNER ACCEPTS SCOPE OF WORK 1.00 DU

The undersigned applicant(s) certifies that he/she has participated in the development of this Work Write Up (WWU) with the "Date inspected" date of _____ & referred to as Exhibit 1. After careful review the applicant understands & accepts the work described & has initialed & dated each page of this WWU.

x _____	x _____		
Applicant	Date	Applicant	Date

14 CONTRACTOR ACCEPTS SCOPE OF WORK 1.00 DU

The undersigned contractor certifies that he/she has carefully reviewed & agrees to perform the work described in this Work Write Up (WWU) with the "Date Inspected" date of 10-28-20 & referred to as Exhibit 1. The contractor shall initial & date each page of the WWU.

x <u>CHMS SOVERANS</u>	x _____		
Contractor	Date	<u>11/04/20</u>	

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: 21 Florence 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	_____	_____
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The contractor shall apply for, pay for, obtain and forward copies of the following indicated permits to the agency: _____
 Plumbing; _____ Electric; _____ HVAC; _____ Building; _____ Zoning; _____ Lead Abatement; _____ Asbestos
 Abatement.

CONTRACTOR MUST CHECK OFF ALL PERMITS THAT APPLY TO PROJECT

45	CONTRACTOR PRE-BID SITE VISIT	1.00	DU	_____	_____
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The contractor must inspect the property. Submission of a bid is presumptive evidence that the bidder has thoroughly examined the site and is conversant with the requirements of the local jurisdiction.

55	WORK TIMES	1.00	GR	_____	_____
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Contractors and their Subcontractors shall schedule working hours between 8:00am and 6:00pm Monday through Friday. Requests to work on weekends and before or after these hours must be approved by the homeowner.

77	NEW MATERIALS REQUIRED	1.00	GR	_____	_____
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All materials used in connection with this work write-up are to be new, of first quality and without defects - unless stated otherwise or pre-approved by Owner and Construction Specialist.

78	WORKMANSHIP STANDARDS	1.00	GR	_____	_____
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All work shall be performed by mechanics both licensed and skilled in their particular trade as well as the tasks assigned to them. Workers shall protect all surfaces as long as required to eliminate damage.

85	CLOSE-IN INSPECTIONS REQUIRED	1.00	GR	_____	_____
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Call the agency for inspection of all work that will be concealed from view before it is closed in. This type of inspection frequently includes, but is not limited to footings, roof sheathing & flashing prior to installation of new felt & shingles, and repaired framing & decking prior to installation of underlayment & floor coverings, prior to insulation and prior to drywall.

90	1 YEAR GENERAL WARRANTY	1.00	DU	_____	_____
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Contractor shall remedy any defect due to faulty material or workmanship and pay for all damage to other work resulting therefrom, which appear within one year from final payment. Further, contractor shall furnish owner with all manufacturers' and suppliers' written warranties covering items furnished under this contract prior to release of the final payment.

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

Trade: 9 Environmental Rehab

9020	LEAD-BASED PAINT REGULATIONS - FEDERALLY FUNDED HOUSING REHABILITATION	1.00	GR	_____	_____
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Per HUD Regulation 24 CFR Part 35: the contractor must conform to the Lead-based paint requirements for rehabilitation in the appropriate category listed below, based on the amount of rehabilitation assistance provided.

1. When the Federal Rehabilitation Assistance is \$1 to \$5,000 per unit:

a. The Contractor shall implement safe work practices during rehabilitation work in accordance with Sec. 35.1350 and repair any paint that is disturbed.

b. After completion of any rehabilitation disturbing painted surfaces, each work site must pass a clearance examination in accordance with Sec. 35.1340. Neither Clearance nor Lead Safe Work Practices are required if rehabilitation does not disturb painted surfaces of a total area of more than 20 SF on exterior, 2 SF per interior room or 10% of a small component.

2. When the Federal Rehabilitation Assistance is \$5,001 to \$25,000 per unit:

a. The contractor shall perform interim controls, in accordance with Sec. 35.1330, of all identified or presumed lead-based paint hazards.

b. The contractor shall implement safe work practices during rehabilitation work in accordance with Sec. 35.1350, and repair any paint that is disturbed.

CS

Address: 21 Florence Street

Unit: Unit 01

Location: 1 - General Requirements

Approx. Wall SF: 0

Ceiling/Floor SF: 0

Spec #	Spec	Quantity	Units	Unit Price	Total Price
Trade: 9	Environmental Rehab				

c. The entire unit shall pass a clearance examination in accordance with Sec. 35.1340.

Location Total: _____

Location: 2 - Exterior

Approx. Wall SF: 0

Ceiling/Floor SF: 0

Spec #	Spec	Quantity	Units	Unit Price	Total Price
Trade: 10	Carpentry				

2520 HANDRAIL--REPLACE INTERIOR 20.00 LF _____ 452.10
 Install 2" round PINE handrail screwed to metal handrail braces that are attached to studs with screws that enter the framing at least 1 inch, or if fastening to a masonry wall use minimum 3/8 inch diameter plastic masonry plug fasteners and compatible screws. All edges will be eased to a smooth and rounded condition.

SIDE PORCH STEPS TO 2ND FLOOR

3184 DOOR -- PREHUNG METAL ENTRANCE -- ENERGY STAR 1.00 EA _____ 1235
 Install a Jeld Wen ENERGY STAR certified 36" insulated prehung steel door, model 692 with 2 lites, clear low e glass, a passage latch and double cylinder dead bolt keyed to match the deadbolts of other exterior doors.

REAR ENTRY DOOR

3560 PORCH/DECK--REBUILD 80.00 SF _____ 5100
 Remove deteriorated DECK. Construct 10" masonry piers, 2"x 10" joists with 5/4" PTP stepping stock Deck boards to support child-proof wood railing and 4"x 4" posts. Construct a preservative treated pine railing using 2"x 4" top and bottom rails, and 2"x 2" balusters face nailed 4" on center. Create a 3'6" high railing between 4"x 4" end posts. 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 3' wide connecting to New Deck. Construct wood handrail on both sides 32" above tread nosing. Install a graspable hand railing on one side of steps.

READ DECK

3590 STEPS/LANDING--REPL EXTERIOR 60.00 SF _____ 675
 Dispose of existing steps. Construct a replacement unit with 2"x 12" preservative treated pine stringers, 5/4" PTP stepping stock treads, on a solid concrete footer. Frame stairs 9' wide connecting to a 3'x 9' landing, of 2"x 6"s and 2"x 4" deck. Construct a preservative treated pine railing using 2"x 4" top and bottom rails, and 2"x 2" balusters face nailed 4" on center. Create a 3'6" high railing between 4"x 4" end posts. Construct a graspable wood handrail on one side 32" above tread nosing.

FRONT ENTRY STEPS.

Location Total: 7462.10

Location: 3 - Basement

Approx. Wall SF: 0

Ceiling/Floor SF: 0

Spec #	Spec	Quantity	Units	Unit Price	Total Price
Trade: 21	HVAC				

6015 HVAC SERVICE AND CLEAN UNIT 1.00 EA _____ 475
 Clean, inspect and service and adjust heating equipment and controls. Replace and defective components.

GAS BOILER

CS

Address: 21 Florence Street

Unit: Unit 01

Location: 3 - Basement

Approx. Wall SF: 0

Ceiling/Floor SF: 0

Spec #	Spec	Quantity	Units	Unit Price	Total Price
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Trade: 21 HVAC

6290 STEAM BOILER--AUTOMATIC FEED

1.00 EA

575

Install an automatic feed and low water cutoff valve. McDonell-Miller or preapproved equal TO EXISTING BOILER.

Trade: 22 Plumbing

7070 WATER HEATER--40 GALLON GAS

1.00 EA

2032.80

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

(2032.80)

1ST FLOOR UNIT

Trade: 23 Electric

7475 ELECTRIC SERVICE--200 AMP

2.00 EA

5900

Replace existing electrical service with a residential, 200 amp service, main disconnect, 110/220 volt, (2) 12 circuit panel board, meter socket, weather head, service cable, and ground rod and cable. Seal exterior service penetrations to maintain a waterproof building envelope.

UPGRADE PANEL BOXES

7583 REPLACE RECEPTACLE WITH GFCI DEVICE

1.00 EA

88

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

BASEMENT SINK

8145 ELECTRIC--CUSTOM

5.00 EA

380

Have a licensed electrician inspect/test and repair 3-prong ungrounded and Reversed polarity outlets in basement.

BASEMENT AREA

Location Total:

8975.80

Location: 4 - 1st Floor Interior Rooms

Approx. Wall SF: 0

Ceiling/Floor SF: 0

Spec #	Spec	Quantity	Units	Unit Price	Total Price
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Trade: 10 Carpentry

2980 WINDOW--VINYL DBL HNG DBL GLZ

3.00 EA

1485

Field measure, order and install a vinyl, double hung, double glazed, one-over-one window and jamb including screen, caulk, interior casing and exterior trim. Install half screen.

FOLLOWING ROOMS LOCATED BELOW:

FRONT BEDROOM (1)

MIDDLE BEDROOM (1)

REAR BEDROOM (1)

Trade: 23 Electric

8145 ELECTRIC--CUSTOM

3.00 EA

350

Have a licensed electrician inspect/test and replace all 2-prong ungrounded outlets and repair/replace all 3 prong open ground outlets thru out house.

FOLLOWING ROOM LOCATIONS:

LIVING ROOM (1)

MIDDLE BEDROOM (1)

REAR BEDROOM (1)

Location Total:

1835

CS

Address: 21 Florence Street

Unit: Unit 01

Location: 5 - 1st Fl Bathroom

Approx. Wall SF: 0

Ceiling/Floor SF: 0

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

6930 SHOWER DIVERTER--SINGLE CONTROL

1.00 EA

575

Remove exiting diverter. Install a single lever, metal shower diverter and Delta 6122 water saving shower head with 15 year drip-free warranty.

Location Total: 575

Location: 6 - 1st Fl Kitchen

Approx. Wall SF: 0

Ceiling/Floor SF: 0

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

7583 REPLACE RECEPTACLE WITH GFCI DEVICE

1.00 EA

88

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

Location Total: 88

Location: 7 - 2nd Floor Interior Rooms

Approx. Wall SF: 0

Ceiling/Floor SF: 0

Spec #	Spec	Quantity	Units	Unit Price	Total Price
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Trade: 10 Carpentry

2980 WINDOW--VINYL DBL HNG DBL GLZ

4.00 EA

1980

Field measure, order and install a vinyl, double hung, double glazed, one-over-one window and jamb including screen, caulk, interior casing and exterior trim. Install half screen.

FOLLOWING LOCATIONS:
FRONT RIGHT BEDROOM (2)
MIDDLE BEDROOM (1)
REAR BEDROOM (1)

Trade: 23 Electric

8145 ELECTRIC--CUSTOM

16.00 EA

1350

Have a licensed electrician inspect/test and repair/replace all 3-prong open grounded outlets, repair/replace all Reversed polarity outlets and repair (2) outlets with no power thru out house.

FOLLOWING ROOM LOCATIONS:
FRONT LEFT BEDROOM (3 HNR)
FRONT RIGHT BEDROOM (3 HNR)
LIVING ROOM (3 HNR) (1 OG)
MIDDLE BEDROOM (1 HNR) (2 NO POWER)
REAR BEDROOM (3 HNR)

Location Total: 3330

Location: 8 - 2nd Fl Bathroom

Approx. Wall SF: 0

Ceiling/Floor SF: 0

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

7583 REPLACE RECEPTACLE WITH GFCI DEVICE

1.00 EA

88

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

THIS OUTLETS HAS A OPEN GROUND CONNECTION

7820 BATH VENT FAN

1.00 EA

750

Address: 21 Florence Street Unit: Unit 01

Location: 8 - 2nd Fl Bathroom Approx. Wall SF: 0 Ceiling/Floor SF: 0
Spec # Spec Quantity Units Unit Price Total Price

CS

Trade: 23 Electric

Remove existing fan. Install a ceiling or through-the-wall, exterior ducted, vent fan with damper, and chrome faceplate capable of 60CFM at 60 sones.

Location Total: 838

Location: 9 - 2nd Fl Kitchen Approx. Wall SF: 0 Ceiling/Floor SF: 0
Spec # Spec Quantity Units Unit Price Total Price

Trade: 23 Electric

7583 REPLACE RECEPTACLE WITH GFCI DEVICE 3.00 EA
Replace existing receptacle with an ivory surfaced mounted ground fault circuit interrupt receptacle with ivory cover plate.
OUTLETS AT COUNTERTOP AREAS NEAR SINK

264

8145 ELECTRIC--CUSTOM 3.00 EA
Have a licensed electrician inspect/test and replace all 2-prong ungrounded outlets and repair/replace all 3 prong open ground outlets thru out house.
(2) OPEN GROUND OUTLETS
(1) HOT NEUTRAL REVERSED

440

Location Total: 704

Location: 10 - Hall Approx. Wall SF: 0 Ceiling/Floor SF: 0
Spec # Spec Quantity Units Unit Price Total Price

Trade: 10 Carpentry

3085 DOOR--WEATHERSTRIP 1.00 EA
Weatherstrip wood entrance door with anodized aluminum spring, neoprene stop bead, and a vinyl door sweep, to eliminate infiltration at a wind speed of 15 mph.
FRONT ENTRY DOOR TO 2ND FLOOR

295

Location Total: 295

\$27,185.70 less 12%

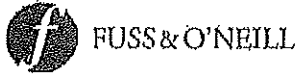
Unit Total for 21 Florence Street, Unit Unit 01:

Address Grand Total for 21 Florence Street: 23,923.42

Bidder: CONSTRUCTION SUPERVISORS
12 SEA PAVE RD,
SOUTH WINDSORY CT. 06074

CONTACT - JUNE
860-207-6106

CS-114316



FUSS & O'NEILL

I. Paint Stabilization Recommendations and Cost Estimate

HUD Property Case No.: _____

Fuss & O'Neill recommends wet scraping and repainting the following components utilizing "Lead Safe Work Practices" as outlined in the Lead Safe Housing Rule 24 CFR Part 35 as amended June 21, 2004.

No.	Component	Side	Condition	Floor	Room	Misc.	Results	XRF
1	Basement Window sash	B-4		Basement	Basement/laundry area		Positive	NA
2	Basement exterior window sash	B-4		Basement	Basement/laundry area		Positive	NA
3	Basement window frame	B-1		Basement	B Exterior		Positive	NA
4	Basement window sash	B-1		Basement	B Exterior		Positive	NA
5	Basement window frame	D-1	L	Basement	D Exterior		Positive	NA
6	Basement window sill	D-2	A/M, L	Basement	D Exterior		Positive	NA
7	Basement window frame	D-2		Basement	D Exterior		Positive	NA
8	Basement window sash	D-2		Basement	D Exterior		Positive	NA
9	Basement window sash	D-3	L	Basement	D Exterior		Positive	NA

A/M= Accessible/Mouthable; F = Friction; L = Loose; M/I= Movable/Impact; SF= Storm frame
 L for Loose paint is the same as deteriorated paint.

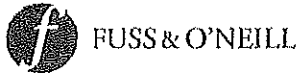
Inaccessible Areas

The following areas were inaccessible:

Please note it is the contractor's responsibility to follow all city, state and federal regulations when performing Lead Hazard Reduction Activities. All quantities are estimates. It is the contractor's responsibility to confirm all quantities and conditions.

All recommendations, findings, and conclusions stated in this report are based upon facts and circumstances as they existed at the time of the inspection and at the time that this report was prepared.

The following costs are estimates only. Actual costs may be substantially higher. These estimates are for informational purposes only. These estimates are for the repairs related to the paint stabilization only and in no way reflect existing property deficiencies or code violations already existing within the property.



I. Paint Stabilization Recommendations and Cost Estimate

HUD Property Case No.: _____

Fuss & O'Neill recommends wet scraping and repainting the following components utilizing "Lead Safe Work Practices" as outlined in the Lead Safe Housing Rule 24 CFR Part 35 as amended June 21, 2004.

No.	Component	Side	Condition	Floor	Room	Misc.	Results	XRF
1	Basement Window sash	B-4		Basement	Basement/laundry area		Positive	NA
2	Basement exterior window sash	B-4		Basement	Basement/laundry area		Positive	NA
3	Basement window frame	B-1		Basement	B Exterior		Positive	NA
4	Basement window sash	B-1		Basement	B Exterior		Positive	NA
5	Basement window frame	D-1	L	Basement	D Exterior		Positive	NA
6	Basement window sill	D-2	A/M, L	Basement	D Exterior		Positive	NA
7	Basement window frame	D-2		Basement	D Exterior		Positive	NA
8	Basement window sash	D-2		Basement	D Exterior		Positive	NA
9	Basement window sash	D-3	L	Basement	D Exterior		Positive	NA

A/M= Accessible/Mouthable; F = Friction; L = Loose; M/I= Movable/Impact; SF= Storm frame
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Inaccessible Areas
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MORTGAGE

City of Springfield Healthy Homes Rehabilitation Program

THIS MORTGAGE is made as of April 15, 2021, between Israel Delgado, Sr., whose address is 21 Florence Street, Springfield, MA 01105 ("Borrower"), and the City of Springfield, a municipal corporation with the address 36 Court Street, Springfield, Massachusetts ("City").

WHEREAS, the Borrower and the City entered into a HEALTHY HOMES REHABILITATION PROGRAM AGREEMENT dated 4.15.21 in the sum of \$32,773.18 (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 21 Florence Street, Springfield, MA 01105 in Springfield, Massachusetts and described on the attached Schedule B (the "Mortgaged Property").

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

1. **Purpose.** This Mortgage and the Note are to secure a loan made by the City to the Borrower for the purpose of making home improvements to the Mortgaged Property, as detailed in the **Work Write-Up Specifications** dated 10/08/2020. 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.

IO. Jh

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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 21 Florence Street, Springfield, MA 01105 in Springfield, Massachusetts and described on the attached Schedule B (the "Mortgaged Property").

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 - 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.

I.D. Jh

- 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.

T.D. Sr

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.

J. D. Sh

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

I. D. Sr.

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.

I. D. SA.

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: Israel Delgado Sr.
Israel Delgado, Sr.
Borrower

[Signature]
Witness

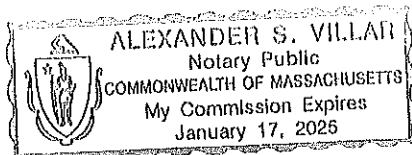
Commonwealth of Massachusetts

Hampden, ss

April 15, 2021

On 4-15-21, before me, the undersigned notary public, personally appeared, Israel Delgado Sr. proved to me through satisfactory evidence of identification, which was MA ID Card, 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.

[Signature] (Official signature and seal of notary).



Notary Public:
My Commission Expires:

The note secured by this Mortgage has:

A principal sum of \$ 32,773.18
A rate of interest of Zero (0%) percent.

The sum of \$ 32,773.18 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.

I.D. SH.

SCHEDULE A
PROMISSORY NOTE

Springfield, Massachusetts

Property Address: 21 Florence Street, Springfield, MA 01105

1. BORROWERS' PROMISE TO PAY

In return for a loan that I have received, I, Israel Delgado, Sr. ("Borrower"), promise to pay \$ 32,773.18 (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.

I. D. Sr.

(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

F.D. St.

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

I.D. SA.

Borrower must pay all remaining sums secured by the Mortgage.

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

Israel Delgado Sr.

Israel Delgado, Sr.

Borrower

[Signature]

Witness

Witness

COMMONWEALTH OF MASSACHUSETTS

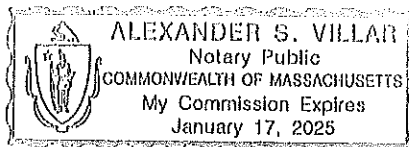
HAMPDEN, SS

On this 15 day of April, 2021, before me, the undersigned Notary Public, personally appeared the above-named Israel Delgado Sr., proved to me through satisfactory evidence of identification, which was MA ID Card, 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.

[Signature]

Notary Public

My Commission Expires:



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Springfield, Massachusetts

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Israel Delgado Sr.

Israel Delgado, Sr.

Borrower

[Signature]

Witness

Witness

COMMONWEALTH OF MASSACHUSETTS

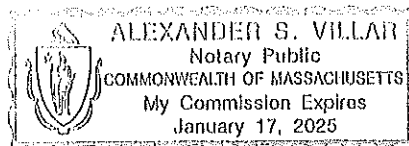
HAMPDEN, SS

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[Signature]

Notary Public

My Commission Expires:



Receipt is herewith acknowledged of the foregoing NOTICE OF RIGHT OF RESCISSION, each of the undersigned customer(s) having received two copies thereof this 15 day of April, 2021.

Israel Delgado Sr.
Israel Delgado, Sr.

WITNESS: _____

WITNESS: _____

EFFECT OF RESCISSION

When a customer exercises his/her right to rescind, he/she is not liable for any finance or other charge, and any security interest becomes void upon such a rescission. Within 10 days after receipt of a notice of rescission, the creditor shall return to the customer any money or property given as earnest money, down payment, or otherwise and shall take any action necessary or appropriate to reflect the termination of any security interest created under the transaction. If the creditor has delivered any property to the customer, the customer may retain possession of it. Upon the performance of the creditor's obligations under this section, the customer shall tender the property to the creditor, except that if return of the property in kind would be impracticable or inequitable, the customer shall tender its reasonable value. Tender shall be made at the location of the property or at the residence of the customer, at the option of the customer. If the creditor does not take possession of the property within 10 days after tendered by the customer, ownership of the property vests in the customer without obligation on his part to pay for it.

AUTHORIZATION TO DISBURSE LOAN FUNDS

The undersigned hereby certify and warrant that more than 3 business days has elapsed since I/we have received the within Notice of Rescission and that I/we (singly or jointly) have not exercised my/our right to rescind.

Executed under seal this 15 day of April, 2021.

Israel Delgado Sr.
Israel Delgado, Sr.

WITNESS: _____

WITNESS: _____

Exhibit B - Property Description

Closing Date: March 30, 2021

Borrower(s): Israel Delgado, Sr.

Property Address: 21 Florence Street, Springfield, MA 01105

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

Beginning at a point in the Southerly side of Florence Street, a distance of one hundred ninety-five and 80/100 (195.80) feet Easterly from the Easterly line of Pine Street, and running thence Easterly on Florence Street, forty-six (46) feet to land now or formerly of Dustin Tice; thence Southerly on said land now or formerly of Tice and in a line parallel with the Easterly line of said land now or formerly of Tice, one hundred forty-four and 49/100 (144.49) feet to land now or formerly of Baxter Allen and others; thence Westerly on last named land forty-six and 5/100 (46.05) feet to land now or formerly of one Ladd; thence Northerly on said Ladd's land, one hundred forty-four and 56/100 (144.56) feet to the place of building.

For title reference see deed recorded with said Registry of Deeds in Book 22452, Page 117.

I. D. Sr.

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).