



Rush

Contract# 20210624

City of Springfield Contract Tracer Document

The purpose of this document is to provide continuous responsibility for the custody of **CONTRACTS** during the processing period.

INSTRUCTIONS: Upon receipt, please initial and write in the date of receipt. When your department has approved and signed the contract, please initial and date in the forwarding section and deliver to the next department.

DEPARTMENT	DATE RECEIVED		DATE FORWARDED TO NEXT DEPT.	
	Initials	Date	Initials	Date
Community Development			MB	3/29/21
City Comptroller	PSB	3-29-2021	PSB	3-29-2021
Law	AF	3-31-21	AF	3-31-21
CAFO	MM	3-31-21	MM	4-1-21
Mayor	LWC	4.1.21	LWC	4.1.21
City Comptroller				
Community Development				

MB
3/29/2021

Vendor No.: 21695 Contract No.: #20210624 Contract Date: 08/27/2020
Contract Amt.: \$52,135.25 Issue Date: 3/29/2021 Renewal Date:

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

Description of Funding Source: CDBG-NDR

Bid No.: Requisition No.: 21010342 PO No.:

Vendor Name: Enrique Santiago

Contract Type: CDBG-NDR Healthy Homes

Contract Purpose: Rehab of 1 Atwood Place

Originating Dept.: Office of Disaster Recovery and Compliance

Expiration Date: 10/11/2025 Amendment Date: Extension Date:

TYPE OF DOCUMENT (Please select at least one):

New Renewal Amendment Extension

CP

C#20210624

**CITY OF SPRINGFIELD
HEALTHY HOMES PROGRAM**

**REHABILITATION LOAN AGREEMENT
FOR OWNER-OCCUPANTS**

Whereas, the City of Springfield ("City") is providing financial assistance to Enrique Santiago ("Borrower") from the Healthy Homes Program in the amount of \$ 52,135.25 to fund rehabilitation of the home located at 1 Atwood Place, Springfield, MA 01105, according to the terms of the agreed-upon Specs by Location/Trade, dated 08/27/2020, 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.

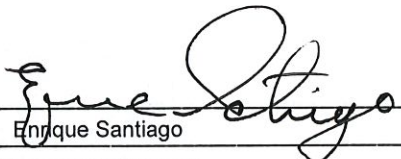
Schedule

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 16th day of December, 2020.


Enrique Santiago
Property Owner


Office of Disaster Recovery
CITY OF SPRINGFIELD

26451815-530105-64516 \$ 52,135.25

Approved as to Appropriation:

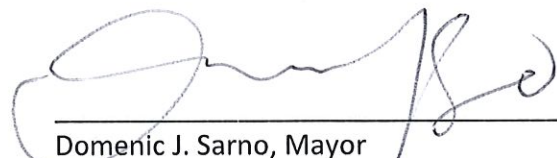

Office of Comptroller
CITY OF SPRINGFIELD

Approved as to Form:


Law Department
CITY OF SPRINGFIELD

APPROVED:


Chief Administrative and Financial Officer
CITY OF SPRINGFIELD


Domenic J. Sarno, Mayor
CITY OF SPRINGFIELD

CITY OF SPRINGFIELD
HEALTHY HOMES PROGRAM

REHABILITATION LOAN AGREEMENT
List of Exhibits

Healthy Homes Rehabilitation Program Agreement

Exhibit A - Project Budget

Exhibit B - Itemized Repair Specs by Location/Trade

Exhibit C - Mortgage

Exhibit D - Promissory Note

Exhibit E - Section 3 Clause

Exhibit F - Tax Certification for Contracts

Exhibit G - Insurance Binder

Exhibit A

Healthy Homes Rehab Project Budget

Homeowner/Borrower: Enrique Santiago

Project Address: 1-5-9 Atwood Place

Project Budget	Amount
Repair/Rehab	\$44,605.00
Lead Abatement	\$0.00
Lead Services	\$0.00
Relocation	\$0.00
Legal Fees	\$730.00
Sub-Total	\$45,335.00
Contingency (15%)	\$6,800.25
Total	\$52,135.25

RETAINAGE

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

TIME

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

ALTERNATE ITEMS TO BID

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

<u>Item Number</u>	<u>Line Price</u>
1)..... <u>LEAD ABATEMENT NUMBER</u>	\$ _____
2).....	\$ _____
3).....	\$ _____
4).....	\$ _____
5).....	\$ _____
6).....	\$ _____
	TOTAL \$ _____

ADDITIONAL COMMENTS, RECOMMENDATIONS, SUBSTITUTIONS, ETC.:

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

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

Contractor: Construction Co-Op _____
Address: 2 Birnie Ave _____
Springfield Ma _____
Phone: 413-886-2303 _____
Signature _____
Project Manager _____
Title _____

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

Signature _____
Title Project Manager _____
Company Construction Co-Op _____
Date 11/03/2020 _____

SPECS BY LOCATION/TRADE

8/27/2020

Pre-Bid Site Visit: _____

Case Number: Enrique Santiago 781-307-6350

Bidding Open Date: _____

Project Manager: Sean Pham

Bidding Close Date: _____

Phone: 413-784-4883

Initial: _____

Address: 1-9 Atwood Place Units: 1-3

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

X _____
 Contractor Date

28	VENTILATION—ASHRAE 62.2-GENERAL REQUIREMENTS	1.00	GR		
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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		
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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		
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"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		
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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		
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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		
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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: 1-9 Atwood Place Units: 1-3

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

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

40	ALL PERMITS REQUIRED	1.00	AL	500.00	500.00
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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.

Location Total: 500.00

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

Spec #	Spec	Quantity	Units	Unit Price	Total Price
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Trade: 4 Site Work

465	REMOVE TREE AND GRIND STUMP	3.00	EA	1500.00	1500.00
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Cut and remove tree to legal dump. Grind stump to 6" below grade. Install top soil and reseed all disturbed areas.

RIGHT SIDE OF HOUSE NEAR UNIT #9

Trade: 10 Carpentry

2520	HANDRAIL--REPLACE EXTERIOR	40.00	LF	800.00	800.00
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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. Handrail will extend 6 inches past a line plumb with the nosing of the top tread and 6 inches past a line plumb with the nosing of the bottom tread. All edges will be eased to a smooth and rounded condition.

ALL PORCHES INCLUDING REAR PORCH 1ST & 2ND FLOOR.

2675	SIDING--VINYL REPAIR	3.00	SQ	1200.00	1200.00
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Secure any loose Vinyl siding and replace missing or damaged siding around perimeter of house, matching existing as closely as possible.

Address: 1-9 Atwood Place **Units:** 1-3

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

Spec #	Spec	Quantity	Units	Unit Price	Total Price
Trade: 10 Carpentry					
2980	WINDOW-VINYL DBL HNG DBL GLZ	22.00	EA	<u>8800.00</u>	<u>8800.00</u>
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.					
ALL WINDOW EXCEPT 2ND FL. CRANK OUT.					

Trade: 15 Roofing					
4580	TEAR OFF AND REROOF SHINGLES COMPLETE	24.00	SQ	<u>11,500.00</u>	<u>11,500.00</u>
Remove and dispose of all roofing & defective sheathing. Cut a 1" wide vent at ridge board. Replace up to 5 sf of sheathing per 100 sf of roof using pine board or CDX plywood of matching thickness. Staple 15 lb felt. Install preformed white aluminum, drip edge, and vent pipe boots. Install a 220 lb fiberglass asphalt, 3 tab shingle with a 25 yr warranty. Replace all flashing. Install shingle-over ridge vent.					
4635	GUTTER-5" SEAMLESS ALUMINUM	150.00	LF	<u>900.00</u>	<u>900.00</u>
Dispose of gutter. Install 5", K- type, seamless, .027 gauge aluminum gutter to service roof. White or brown color choice by owner.					
ALL GUTTERS REPLACED					
4640	DOWNSPOUT-5" SEAMLESS ALUMINUM	80.00	LF	<u>480.00</u>	<u>480.00</u>
Dispose of existing downspout. Install 5", square, seamless, .027 gauge, white, aluminum downspout. Strap at least 3' on center.					
ALL DOWNSPOUTS					
Location Total:					<u>21680.00</u>

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

Spec #	Spec	Quantity	Units	Unit Price	Total Price
Trade: 21 HVAC					
6037	FURNACE-GAS REPLACE	2.00	EA	<u>12,500.00</u>	<u>12,500.00</u>
Dispose of furnace in legal dump. Install an intermittent pilot, gas fired, forced air furnace with minimum AFUE rating of 86 to existing plenum and gas line. Include set back thermostat, flue pipe and shut-off valve. Size furnace per heat loss analysis. All new installations will include aluminum flex chimney liners. HVAC PERMIT IS REQUIRED.					
UNIT # 1 & 5					

Trade: 22 Plumbing					
7065	WATER HEATER-30 GALLON GAS	1.00	EA	<u>1350.00</u>	<u>1350.00</u>
Install a 30 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.					
7070	WATER HEATER-40 GALLON GAS	1.00	EA	<u>1500.00</u>	<u>1500.00</u>
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.					
Location Total:					<u>15350.00</u>

Location: 4 - Utility Room Unit #9 **Approx. Wall SF:** 0 **Ceiling/Floor SF:** 0

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

Address: 1-9 Atwood Place Units: 1-3

Location: 4 - Utility Room Unit #9 Approx. Wall SF: 0 Ceiling/Floor SF: 0

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

6037	FURNACE--GAS REPLACE	1.00	EA	6250.00	6250.00
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Dispose of furnace in legal dump. Install an intermittent pilot, gas fired, forced air furnace with minimum AFUE rating of 86 to existing plenum and gas line. Include set back thermostat, flue pipe and shut-off valve. Size furnace per heat loss analysis. All new installations will include aluminum flex chimney liners. HVAC PERMIT IS REQUIRED.

Location Total: 6250.00

Location: 5 - Bathroom Unit #5 Approx. Wall SF: 0 Ceiling/Floor SF: 0

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

7590	RECEPTACLE--GFCI BATH	1.00	EA	75.00	75.00
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Install a flush mounted, ground fault circuit interrupted ivory duplex receptacle with Ivory cover plate.

REPLACE EXISTING OUTLET WITH A GFCI OUTLET.

Location Total: 75.00

Location: 6 - Bathroom Unit #9 Approx. Wall SF: 0 Ceiling/Floor SF: 0

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

7819	FAN/LIGHT FIXTURE-ENERGY STAR	1.00	EA	750.00	750.00
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Install an ENERGY STAR approved ceiling mounted Fan/Light fixture capable of min. 80 CFM operating at 1 Sone or less, with an integral damper, and vented to the exterior. The fixture must accommodate 2 - GU24 fluorescent lamps. Switch fan & light using a single switch with a time delay for the fan such as the EFI Fan/Light Time Delay Switch part # 5100.505 (in Ivory) http://www.energyfederation.org/consumer/default.php/cPath/39_766_134 or equipped with a humidistat sensor. Install galvanized metal duct the same diameter as the fan outlet and vent to the exterior ideally through a wall or gable end using a metal hooded vent of like diameter and with damper. All duct seams 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.

Location Total: 750.00

Unit Total for 1-9 Atwood Place, Units 1-3: 44605.00

Address Grand Total for 1-9 Atwood Place: 44,605.00

Bidder: Construction Co-Op

MORTGAGE

City of Springfield Healthy Homes Rehabilitation Program

THIS MORTGAGE is made as of December 16, 2020, between Enrique Santiago, whose address is 1 Atwood Place, 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 12-16-2020 in the sum of \$52,135.25 (the Principal Amount"), together with interest of 0%, (this indebtedness is called the "**Note**", a copy of which is attached to this Mortgage as **Schedule A**); and

WHEREAS, to secure the performance of all the terms, covenants, agreements, conditions and obligations of the Note and this Mortgage, the Borrower wishes to grant to the City its rights, title, and interest in the property located at 1 Atwood Place, 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 08/27/2020. The Borrower is responsible for making the improvements, and the City shall only make payment of Principal for such improvements as it inspects and verifies that the improvements have been completed.
2. **Conditions of the Loan.**
 - a. **Due Upon Sale or Transfer.** If the Borrower sells or transfers the Mortgaged Property before the final maturity date, the amount of the loan still owing at the time of sale or transfer will be immediately due and payable to the City.
 - b. **Owner Occupancy.** If the Borrower is an owner-occupant at the time this loan is entered into, the Borrower must continue to live in the Mortgaged Property as his/her principal place of residence during the term of the loan.

- c. **Rental Unit Affordability.** If the Borrower (including a Borrower who lives in one unit of a multi-unit property) rents out units in the Mortgaged Property to others, the Borrower must rent all units in the Mortgaged Property to households with income at or below 80% of the area median income¹ during the term of the loan.

3. Terms of the Loan

Loan Type:	Forgivable loan, due upon default or upon sale or transfer of property prior to final maturity
Interest Rate:	0%
Payment Schedule:	No monthly payments
Final Maturity Date:	5 years from date of execution
Forgiveness:	An equal amount of the loan will be forgiven for each year that passes from the date the loan is entered, until the loan is fully forgiven at the final maturity date. (For example, a 5-year loan is forgiven 20% per year; a 10-year loan is forgiven 10% per year.)
Prepayment penalty:	None

- 4. **Completion of Agreed-Upon Improvements.** If construction required to meet the Work Write-Up Specifications is discontinued or not carried out with reasonable diligence, the City after due notice to the Borrower is authorized to enforce or carry out existing contracts between the Borrower and other parties to make contracted improvements, to make and enter into additional contracts and incur obligations for the purposes of completing the improvements, and to pay and discharge all debts, obligations and liabilities incurred by reason of any action taken by the City, the cost of which shall be payable from the Borrower to the City on demand and shall be secured by this Mortgage.
- 5. **Compliance with Building and Health Codes.** The improvements shall comply with all applicable municipal and state ordinances, laws, regulations, and rules made or promulgated by lawful authority, and upon their completion shall comply therewith and with the rules of the Board of Fire Underwriters having jurisdiction.
- 6. **Payment of Property Taxes and Other Charges.** The Borrower will pay when due all taxes, assessments, water & sewer charges, and other governmental charges, fines and impositions, now or hereafter imposed, on the Mortgaged Property and will pay when due every amount of indebtedness secured by any lien on the Mortgaged Property.

¹ The area median income (AMI) for the Springfield Metropolitan Area is established annually by the U.S. Department of Housing and Urban Development. The Springfield Office of Housing will provide the current AMI for the Springfield Metropolitan area upon request.

7. **Maintenance and Repair.** The Borrower shall maintain the Property and shall not allow the property to deteriorate or decrease in value due to its condition. If the Property is damaged, the Borrower shall promptly repair the Property to avoid further deterioration or damage, unless repair or restoration is not economically feasible. The Borrower shall not commit waste or permit others to permit actual, permissive, or constructive waste on the Property.

8. **Property Insurance.**

- a. **Maintenance of Insurance.** The Borrower shall keep the Property insured against loss by fire, earthquakes, floods, hazards included within the term "extended coverage," and any other hazards for which the City requires insurance. The insurance amounts (including deductible levels) and periods and the insurance carrier shall be subject to the City's approval. Unless otherwise required by the City, all such insurance shall be effected by Standard Fire and Extended Coverage Insurance policies, in amounts not less than necessary to comply with the coinsurance clause percentage of the value applicable to the location and character of the property to be covered.

All such property insurance shall be in such form and shall have attached loss payable clauses in favor of the City. All such policies and attachments shall be delivered promptly to the City, unless they are required to be delivered to the holder of a lien of a mortgage or similar instrument to which this Mortgage is expressly subject, in which case a certificate of insurance shall be delivered to the City. The Borrower will pay any and all premiums on such insurance promptly when due.

- b. **City Rights to Payment for Loss or Damage.** In the event of loss or damage to the mortgaged property, the Borrower will give to the City immediate notice of the event and the City may make and file proof of loss if not made otherwise promptly by or on behalf of the Borrower. Each insurance company issuing any such policy is authorized and directed to make payment under the policy for such loss to the Borrower and the City jointly, unless the amount of loss is payable first to the holder of a lien under a mortgage or similar instrument to which this Mortgage is expressly subject. Insurance proceeds received by the City may be applied, at the City's option, either in reduction of the indebtedness secured by this Mortgage, or to the restoration or repair of the damaged Mortgage Property.

9. **Rights of City as Lender.** If the Borrower fails to carry out the covenants and agreements set forth in this mortgage, the City may do and pay for whatever is necessary to protect the value of and the City's rights in the property, and any amounts so paid shall be added to the Principal amount due to the City hereunder
10. **Inspection.** The City shall have the right to inspect the Mortgaged Property from time to time at any reasonable hour of the day.
11. **Acceleration upon Default.** If any condition of this Mortgage shall be in default, the entire outstanding balance of the Principal Amount shall become immediately due and payable at the option of the City. The City shall be entitled to collect all costs and expenses, including reasonable attorney's fees incurred. If the City exercises its option to require immediate payment of the balance of funds secured by this Mortgage, the City shall give Borrower notice of acceleration. This notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all remaining sums secured by the Mortgage.

The following "**events of default**" will cause the Note to be immediately due and payable:

- a. The Borrower's nonperformance of any covenant, agreement, term, or condition of this Mortgage or of the Note, after the Borrower has been given due notice by the City of such nonperformance;
 - b. The Borrower's failure to perform any covenant, agreement, term, or condition in any Mortgage or instrument creating a lien upon the Mortgaged Property, which lien shall have priority over the lien of this mortgage;
 - c. The City's discovery that the Borrower failed to disclose in the Borrower's application for funds any fact deemed to be material by the City, or that the Borrower made any misrepresentations in the application or in any agreements entered into between the Borrower and the City (including but not limited to, the Note and this Mortgage);
 - d. The sale, lease or other transfer of any kind or nature of the Mortgaged Property, or any part thereof, without the prior written consent of the City.
12. **No waiver.** No party shall be deemed to have waived any provision of this Mortgage or the exercise of any rights under this Mortgage unless such waiver is made expressly and

in writing. Waiver by any party of a breach or violation of any provision of this Mortgage shall not constitute a waiver of any other subsequent breach or violation.

13. **Surrender after Default.** If the Borrower defaults, and upon demand from the City, the Borrower shall immediately surrender possession of the Mortgaged Property to the City, and the City may enter such property, rent out and collect rent from Mortgaged Property units, and apply rental income to the indebtedness secured by this Mortgage. The City may also dispossess, by usual summary proceedings, any tenant defaulting in the payment of any rent to the City. The Borrower shall cooperate and facilitate any summary process proceedings under this paragraph.

If the Borrower continues to occupy the Mortgaged Property after default and City demand to surrender, such possession shall be as a tenant of the City, and the Borrower shall pay in advance upon demand by the City, a reasonable monthly use and occupancy fee for the premises occupied by the Borrower, and upon the failure of the Borrower to pay such monthly fee, the Borrower may also be disposed by the usual summary proceedings applicable to tenants.

This covenant shall become effective immediately upon the happening of any such default, as determined in the sole discretion of the City, who shall give notice of such determination to the Borrower; and in the case of foreclosure and the appointment of a receiver of the rents, the within covenant shall insure to the benefit of such receiver.

14. **Notice of Change of Ownership.** The Borrower will give immediate notice by certified mail, return-receipt requested, to the City of any conveyance, transfer or change in ownership of such property, or any part thereof.

15. **No Assignment of Rents.**

The Borrower will not assign the rents, if any, in whole or in part, from the mortgaged property, or any part thereof, without the prior written consent of the City.

16. **Notice.** Notice and demand or request shall be made in writing and may be served in person or by mail.

17. **Waiver of Homestead Exemption.** The Borrower hereby waives the benefit of all homestead exemptions, as to the debt secured by this Mortgage and as to any expenditure for insurance, taxes, levies, assessments, dues or charges incurred by the City pursuant to any provision of this Mortgage.

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

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

20. **Discharge.** Upon payment in full by the Borrower of the Note and any other instruments secured by this Mortgage, this Mortgage shall be terminated, and the City shall provide the Borrower the appropriate notice of termination.

IN WITNESS THEREOF this mortgage has been duly signed and sealed by the Borrower on or as of the day and year first above written.

BY: Enrique Santiago
Borrower

Witness
Witness

Commonwealth of Massachusetts

Hampden, ss

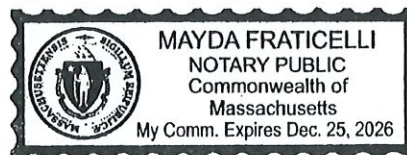
2020

On 16th, before me, the undersigned notary public, personally appeared, Enrique Santiago proved to me through satisfactory evidence of identification, which was Driver 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.

Mayda Fraticelli (Official signature and seal of notary).

Notary Public:

My Commission Expires:



The note secured by this Mortgage has:

A principal sum of \$ 52,135.25
A rate of interest of Zero (0%) percent.

The sum of \$ 52,135.25 with interest thereon at a rate of Zero (0.00%) per annum, is due and payable upon sale, lease or other transfer of any kind of the above-referenced property, or any part thereof without the prior written consent of the City, other than a transfer by will or by operation of the laws of descent and distribution.

SCHEDULE A
PROMISSORY NOTE

Springfield, Massachusetts

Property Address: 1 Atwood Place, **Springfield, MA** 01105

1. BORROWERS' PROMISE TO PAY

In return for a loan that I have received, I, Enrique Santiago ("Borrower"), promise to pay \$ 52,135.25 (this amount is called "Principal"), without interest, to the **City of Springfield**, a Massachusetts municipal corporation with a usual address of 36 Court Street, Springfield, Massachusetts 01103 ("City").

2. INTEREST

Interest will not be charged on unpaid principal.

3. TIME AND PLACE OF PAYMENTS

No monthly payments are due. If there is no default on the loan, the Principal shall be forgiven at an equal percentage rate per year until it is 100% forgiven at the end of the fifth year.

4. BORROWER'S RIGHT TO PREPAY

I have the right to make payments of principal at any time before they are due. A payment of principal only is known as a "prepayment." When I make a prepayment, I will tell the City in writing that I am doing so.

I may make a full prepayment or partial prepayments without paying any prepayment charge. The City will use all of my prepayments to reduce the amount of principal that I owe under this Note. If I make a partial prepayment, there will be no changes in the due date or in the amount of my payment unless the City agrees in writing to those changes.

6. BORROWER DEFAULT

(A) Default If I am in default of or breach of the Healthy Homes Rehabilitation Program Agreement ("Program Agreement") or the Mortgage, both dated the same date as this Note, and if I do not cure any default or breach within any applicable cure period, then I will be in default of this Note.

(B) Notice of Default If I am in default, the City may send me a written notice telling me that if I do not come into compliance with the Program Agreement and Mortgage by a certain date, the City may require me to pay immediately the full amount of principal I owe.

(C) No Waiver by City Even if, at a time when I am in default, the City does not require me to pay immediately in full as described above, the City will still have the right to do so if I am in default at a later time.

(D) Payment of City's Costs and Expenses If the City has required me to pay immediately in full as described above, the Note Holder will have the right to be paid back by me for all of its costs and expenses in enforcing this Note to the extent not prohibited by applicable law. Those expenses include, for example, reasonable attorneys' fees, court costs and witness fees, including but not limited to expert witness fees.

7. GIVING OF NOTICES

Unless applicable law requires a different method, any notice that must be given to me under this Note will be given by delivering it or mailing it by first class mail to me at the Property Address above or at a different address if I give the City a notice of my different address.

Any notice that must be given to the City under this Note will be given by mailing it by first class mail to:

Director
City of Springfield Office of Housing
1600 E. Columbus Ave.
Springfield, MA 01103

with a copy simultaneously mailed by first class mail to:

City Solicitor
City of Springfield Law Department
36 Court Street
Springfield, MA 01103

8. OBLIGATIONS OF PERSONS UNDER THIS NOTE

If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety or endorser of this Note is also obligated to do these things. Any person who takes over these obligations, including the obligations of a guarantor, surety or

endorser of this Note, is also obligated to keep all of the promises made in this Note. The City may enforce its rights under this Note against each person individually or against all of us together. This means that any one of us may be required to pay all of the amounts owed under this Note. This Note is binding on me and my executors, administrators, heirs, successors and assigns.

9. WAIVERS

I and any other person who has obligations under this Note waive the rights of presentment and notice of dishonor. "Presentment" means the right to require the City to demand payment of amounts due. "Notice of dishonor" means the right to require the City to give notice to other persons that amounts due have not been paid.

10. UNIFORM SECURED NOTE

This Note is a uniform instrument with limited variations in some jurisdictions. In addition to the protections given to the City under this Note, a Mortgage dated the same date as this Note protects the City from possible losses which might result if I do not keep the promises which I make in this Note. That Mortgage describes how and under what condition I may be required to make immediate payment in full of all amounts I owe under this Note. Some of those conditions are described as follows:

Due Upon Sale or Transfer. If all or any part of the Property or any interest in it is sold or transferred without the City's prior written consent, the City may, at its option, require immediate payment in full of all sums secured by the Mortgage.

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

Rental Unit Affordability. If the Borrower (including a Borrower who lives in one unit of a multi-unit property) rents out units in the Mortgaged Property to others, and the Borrower rents units to households with income above 80% area median income, the City may, at its option, require immediate payment in full of all sums secured by the Mortgage.

If the City exercises its option to require immediate payment of the balance of funds secured by the Mortgage, the City shall give Borrower notice of acceleration. This notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which

Borrower must pay all remaining sums secured by the Mortgage.

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

Enrique Santiago
Borrower

Karen Chetel
Witness

Mayda Fraticelli
Witness

COMMONWEALTH OF MASSACHUSETTS

HAMPDEN, SS

On this 16th day of December, 2020, before me, the undersigned Notary Public, personally appeared the above-named Enrique Santiago, proved to me through satisfactory evidence of identification, which was Dauer License, to be the person whose name is signed on the preceding or attached document, and acknowledged that he signed it voluntarily for its stated purpose, and acknowledged to me that he executed the same as his free act and deed.

Mayda Fraticelli
Notary Public
My Commission Expires:



SCHEDULE B

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

Beginning on the westerly side of Walnut Street, at its intersection with the southerly line of Atwood Place; thence running

- SOUTHERLY on said Walnut Street, Fifty-Six and 30/100 (56.30) feet to land now or formerly of William J. Miller, et ux; thence
- WESTERLY by a straight line, by said land now or formerly of William J. Miller, et ux, One Hundred Four and 07/100 (104.07) feet to the southeast corner of land now or formerly of Charles H. Bassett, et ux; thence
- NORTHERLY on said last named land, Fifty-Six and 30/100 (56.30) feet to Atwood Place; thence
- EASTERLY on said Atwood Place, One Hundred Four (104) feet, more or less, to the place of beginning.

Being the premises known as 1 Atwood Place, Springfield, Massachusetts.

Being the same premises conveyed to the grantor by deed of Hermine Wallace and David Mack dated April 4, 2005 and recorded with the Hampden County Registry of Deeds in Book 14941, Page 193.

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).

AMENDED HOMEOWNERS POLICY DECLARATIONS
MASSACHUSETTS PROPERTY INSURANCE UNDERWRITING ASSOCIATION
 Two Center Plaza, Boston, Massachusetts 02108-1904
 (617)723-3800, (800)392-6108, FAX (800)932-6717

MAR 22 REC'D

AMENDED DECLARATIONS EFFECTIVE 3/05/2021 SUPERSEDE ANY PREVIOUS DECLARATIONS BEARING THE POLICY NO 1520818.

POLICY NUMBER
 1520818-5

POLICY PERIOD
 From 9/06/2020 To 9/06/2021
 12:01 AM Standard time at the residence premises.

NAMED INSURED & MAILING ADDRESS
ENRIQUE SANTIAGO
 1 ATWOOD PLACE
 SPRINGFIELD, MA 01105

PRODUCER
FRIENDLY INSURANCE AGENCY, INC.
 471 WESTERN AVE.
 LYNN, MA 01904

THE RESIDENCE PREMISES COVERED BY THIS POLICY IS LOCATED AT:
1-5-9 ATWOOD PL, SPRINGFIELD, MA 01105

We will provide the insurance described in this policy in return for the premium and compliance with all applicable policy provisions.
 Coverage is provided where a Premium or Limit of Liability is shown for the Coverage.

SECTION I COVERAGES:

	LIMIT OF LIABILITY	PREMIUM
A Dwelling	\$460,000	\$3,313
B Other Structures	\$23,000	
C Personal Property	\$138,000	
D Loss of Use	\$138,000	

SECTION II COVERAGES:

E Personal Liability - each occurrence	\$500,000	\$48
F Medical Payments to Others - each person	\$5,000	\$11
	TOTAL BASE PREMIUM	\$3,372

DEDUCTIBLE - SECTION I: \$2,500 EXCEPT NAMED STORM \$4,600 (1% of Coverage A Limit)

FORM & ENDORSEMENTS made part of this policy at the time of issue.

FP HN5P 4/18 NAMED STORM PERCENTAGE DEDUCTIBLE		-\$831
HO 00 03 10/00 SPECIAL FORM		
HO 01 20 9/01 SPECIAL PROVISIONS - MASSACHUSETTS		
HO 04 16 10/00 PREMISES ALARM OR FIRE PROTECTION SYSTEM		-\$66
	Credit: 2%	
HO 04 27 4/02 LIMITED FUNGI, WET OR DRY ROT, OR BACTERIA COVERAGE		
	Section I \$10,000	
	Section II \$50,000	
HO 04 96 10/00 NO SECTION II-LIABILITY FOR HOME DAY CARE COVERAGES		
HO 16 10 1/09 WATER EXCLUSION ENDORSEMENT		
HO 23 71 7/05 MASSACHUSETTS TENANTS RELOCATION EXPENSE		\$8

TOTAL PREMIUM ADJUSTMENT	-\$889
TOTAL ANNUAL PREMIUM	\$2,483
TOTAL PREMIUM TO BE CHARGED OR CREDITED FOR THIS AMENDMENT	\$0

Reason(s) for Amended Declarations: MORTGAGEE INFORMATION IS AMENDED.

MORTGAGEE

MR COOPER DBA NATIONSTAR MORTGAGE LLC
 ISAOA/ATIMA
 PO BOX 7729
 SPRINGFIELD, OH 45501
 0610335614

MORTGAGEE

CITY OF SPRINGFIELD
 OFFICE OF HOUSING
 1600 E COLUMBUS AVE
 SPRINGFIELD, MA 01103

RATING INFORMATION: 3 FAMILY

Frame

TERRITORY 47 PROTECTION 02

This policy shall not be valid
 unless countersigned by us:

Boston,
 Massachusetts

3/5/2021

Countersigned:

John Cantaliga

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

Requisition 21010342-00 FY 2021

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

Page 1

Vendor
 ENRIQUE SANTIAGO
 1 ATWOOD PL
 SPRINGFIELD, MA 01105
 USA

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

Delivery Reference
 MICHAEL GOONAN

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/25/21	021695				COMMUNITY DEVELOPMENT

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes			
001	CONTRACT PENDING HEALTHY HOMES 1 ATWOOD PLACE ENRIQUE SANTIAGO	1.00 EACH	52135.25000	52135.25
	1 26451815-530105-64516		52135.25	
	Ship To COMMUNITY DEVELOPMENT 1600 EAST COLUMBUS AVE SPRINGFIELD, MA 01103 Delivery Reference MICHAEL GOONAN			

Requisition Link

Requisition Total 52135.25

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

Account	Amount	Remaining Budget
26451815-530105-64516	52135.25	2184457.82
CDBG-NDR-HEALTH HOMES	PROFESSIONAL SERVICES	

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

Activity	Date	Clerk	Comment
Approved	03/25/21	Amanda Pham	Auto approved by: cak
Approved	03/25/21	Cathy Buono	
Approved	03/25/21	Hamediah Mohamed	Auto approved by: 107454
Approved	03/25/21	Sean Pham	

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

Requisition 21010342-00 FY 2021

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SPRINGFIELD, MA 01105
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03/25/21	021695				COMMUNITY DEVELOPMENT

LN	Description / Account	Qty	Unit Price	Net Price
Approved	03/25/21 Christopher Fraser	Auto approved by:	107454	
Approved	03/25/21 Erin Hand	Auto approved by:	107454	
Approved	03/26/21 Melanie Acobe	Auto approved by:	109210	
Approved	03/26/21 Lindsay Hackett			
Approved	03/26/21 TJ Plante	Auto approved by:	109210	
Queued	03/26/21 Lauren Stabilo	Auto approved by:	109210	

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LN	Description / Account	Qty	Unit Price	Net Price
001	General Notes CONTRACT PENDING HEALTHY HOMES 1 ATWOOD PLACE ENRIQUE SANTIAGO	1.00 EACH	52135.25000	52135.25
	1 26451815-530105-64516		52135.25	

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 Delivery Reference
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Requisition Link

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