

**CITY OF SPRINGFIELD
HEALTHY HOMES PROGRAM**

**REHABILITATION LOAN AGREEMENT
FOR OWNER-OCCUPANTS**

Whereas, the City of Springfield ("City") is providing financial assistance to Magdalena Rodriguez ("Borrower") from the Healthy Homes Program in the amount of \$ 86,376.50 to fund rehabilitation of the home located at 26 Portland Street, Springfield, MA 01107, according to the terms of the agreed-upon Specs by Location/Trade, dated 01/14/2021, 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.

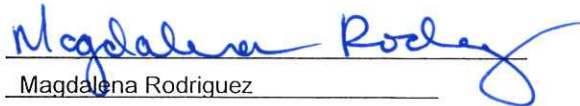
Schedule

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

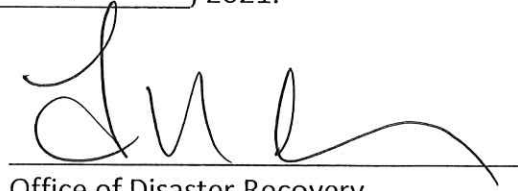
Enforcement

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 6th day of August, 2021.



Magdalena Rodriguez
Property Owner



Office of Disaster Recovery
CITY OF SPRINGFIELD

26981901-53065-69800 \$ 8,595.00
26451915-53065-64516 \$ 77,781.50

Approved as to Appropriation:

Approved as to Form:



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

Exhibit A

Healthy Homes Rehab Project Budget

Homeowner/Borrower: Magdalena Rodriguez

Project Address: 26 Portland Street, Springfield, MA 01103

Project Budget	Amount
Repair/Rehab	\$ 63,185.00
Lead Abatement	\$ 5,500.00
Lead Services	\$ 800.00
Relocation	\$ 2,295.00
Legal Fees	\$ 730.00
NAI Plotkin	\$ 2,600.00
Sub-Total	\$ 75,110.00
Contingency (15%)	\$ 11,266.50
Total	\$ 86,376.50

SPECS BY LOCATION/TRADE

1/14/2021

Pre-Bid Site Visit: _____
 Bidding Open Date: _____
 Bidding Close Date: _____
 Initial: _____

Case Number: Magdalena Rodriguez _____
 Project Manager: Sean Pham _____
 Phone: _____

Address: 26 Portland Street **Unit:** Unit 01

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

Spec #	Spec	Quantity	Units	Unit Price	Total Price
Trade: 1	General Requirements				
10	OWNER ACCEPTS SCOPE OF WORK 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	1.00	DU	_____	_____
14	CONTRACTOR ACCEPTS SCOPE OF WORK 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	1.00	DU	_____	_____
28	VENTILATION--ASHRAE 62.2-GENERAL REQUIREMENTS 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/	1.00	GR	_____	_____
30	WALL NAMING PROTOCOLS 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.	1.00	EA	_____	_____
31	CONSTRUCTION DEFINITIONS "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.	1.00	GR	_____	_____
32	SUBSTITUTION APPROVAL PROCESS 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.	1.00	GR	_____	_____
34	LINE ITEM BREAKDOWN The apparent winning bidders shall provide the owner with a line item cost breakdown within 3 working days of a request.	1.00	DU	_____	_____
35	VERIFY QUANTITIES/MEASUREMENTS 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.	1.00	GR	_____	_____

Address: 26 Portland Street Unit: Unit 01

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

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

40	ALL PERMITS REQUIRED	1.00	AL	_____	2000
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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.

Trade: 9 Environmental Rehab

9002	APPLICABLE LEAD-SPECIFIC DEFINITIONS	1.00	GR	_____	_____
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Abatement: Any set of measures designed to permanently (permanent = expected life span of at least 20 years) eliminate lead-based paint or lead-based paint hazards.
 CFR - The Code of Federal Regulations:
 De minimus - Safe work practices and clearance are required when more than:
 - 20 SF on exterior
 - 2 SF per interior room
 - 10% of small component

8500

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

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

9020	LEAD-BASED PAINT REGULATIONS - FEDERALLY FUNDED HOUSING REHABILITATION	1.00	GR	_____	_____
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Address: 26 Portland 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: 9 Environmental Rehab

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

3. When the Federal Rehabilitation Assistance is more than \$25,000 per unit:
 - a. The contractor shall abate all identified or presumed lead-based paint hazards in accordance with Sec. 35.1325.
 - b. The contractor shall implement safe work practices during rehabilitation work in accordance with Sec. 35.1350 and repair any paint that is disturbed.
 - c. The entire unit shall pass a clearance examination in accordance with Sec. 35.1340.

INCLUDES ALL LEAD ABATEMENT AND ANY STRUCTURAL REPAIRS TO FRONT PORCHES

Location Total: _____

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

Spec #	Spec	Quantity	Units	Unit Price	Total Price
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Trade: 6 Concrete & Paving

960 DRIVEWAY--ASPHALT 300.00 SF _____ 4500
 Level surface by compacting a 4" gravel base over a uniformly graded & compacted subgrade. Form, spread and roll 2" of bituminous base coat, and 1" top coat to create a driveway 10' wide. Pitch water from building with a 1/8" per foot slope.

Trade: 10 Carpentry

2820 ALUMINUM SCREEN & FRAME 12.00 EA _____ 250
 Field measure and install an aluminum screen and frame in window opening.
 REPLACE ALL MISSING OR DAMAGED SCREEENS

3185 DOOR--PREHUNG METAL ENTRANCE 1.00 EA _____ 1000
 Dispose of door and frame. Install a prehung metal, insulated, 6-panel entrance door and jamb including interior and exterior casing, spring metal weatherstripping, interlocking threshold, one entrance and one mortised deadbolt keyed alike. Prime and top coat.

2ND FLOOR SIDE ENTRY DOOR

3525 GUARD RAIL--WOOD 10.00 LF _____ 600

Dispose of any existing railing. 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. Install preservative treated code approved grabbable handrail supported by 4"x 4" treated posts. Rail to be free from cracks,

FRONT PORCH

3550 PORCH LATTICE--REPLACE 60.00 SF _____ 1200

Address: 26 Portland Street Unit: Unit 01

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

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

Dispose of any existing lattice around porch crawl space. Frame opening with 1"x 4" preservative treated pine with vertical members 24" on center. Install 1/4"x 2" pine lattice on frame.

REAR PORCH

3575 PORCH REPAIR--CUSTOM 75.00 SF _____

200

Dispose of existing porch flooring. Replace any damaged floor joists. Install 3/4" yellow pine or Fir tongue and groove wood flooring to existing joists with concealed galvanized nails to match existing material.

REAR PORCH FLOOR

3590 STEPS--REPL EXTERIOR 4.00 EA _____

700

Dispose of existing steps. Construct a replacement unit with two 2"x 12" preservative treated pine stringers, 5/4" PTP stepping stock treads, on a solid concrete footer. Frame stairs 5' wide connecting to existing landing. Construct a preservative treated pine railing using 2"x 4" top and bottom rails, and 2"x 2" balusters face nailed 4" on center. Install preservative treated code approved grabbable handrail supported by 4"x 4" treated posts, 4' on center. Rail to be free from cracks, splinters, and rough edges. Set first post in a 12"x 8"x 12" concrete sleeve, bolt remaining posts to stringer with 7" lags

Construct a wood handrail on one side 32" above tread nosing.

REAR PORCH

3605 DOOR--METAL BASEMENT HATCHWAY 1.00 EA _____

950

Install a metal basement hatchway door such as "Bilco" to cover the exterior stair and door over exterior basement steps per manufacturer's instructions to provide waterproof and secure protection.

Trade: 23 Electric

7583 REPLACE RECEPTACLE WITH GFCI DEVICE 1.00 EA _____

300

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

EXTERIOR OF HOUSE

8165 ENTRANCE LIGHT FIXTURE--REPLACE 1.00 EA _____

300

Remove damaged light fixture and replace with an exterior, waterproof, single bulb fixture. \$30 fixture allowance.

1ST FL FRONT PORCH

Location Total: _____

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

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

2540 STAIRCASE--REPLACE BASEMENT 10.00 EA _____

1600

Dispose of entire basement staircase and handrail. Construct an open staircase using 2"x12" pine stringers and 5/4" pine stepping stock treads. Install wood handrail, one side, 32" above tread nosing. Stringers to rest on a 2"x12" preservative treated pine sill.

Trade: 21 HVAC

6205 BURNER MAINTENANCE 1.00 EA _____

500

Clean burner and combustion chamber, inspect and replace nozzle if required, oil motor and all pumps, adjust air/fuel oil mixture to manufacturer's recommendations. Replace oil filter.

6290 STEAM BOILER--AUTOMATIC FEED 1.00 EA _____

650

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

Address: 26 Portland 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

Trade: 22 Plumbing

7095	WATER HEATER--52 GAL ELECTRIC	1.00	EA		1200
Dispose of water heater in legal dump. Install a 52 gallon, high profile, high recovery, 240 volt, R-7 insulated, double element, electric water heater with a 10 year warranty. Include a pressure and temperature relief valve, discharge tube, shut-off valve and electric supply.					

Trade: 500 Metals (CSI)

C05100	STRUCTURAL FRAMING/SUPPORT COLUMNS/GIRDER BEAMS	1.00	AL		16000
An allowance to complete the scope of work from Fuss & Oneil, including all labor, materials, overhead, taxes and subcontractor's general requirements.					
STRUCTURAL SCOPE OF WORK AND DRAWING ATTACHED WITH ENGINEERING REPORT					

Location Total: _____

Location: 4 - 3rd Fl 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	1.00	EA		600
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.					
REAR ROOM					

Trade: 17 Drywall & Plaster

5210	DRYWALL--PATCH--LARGE	50.00	SF		1000
Cut back defective gypsum to expose half of the studs on each side of the hole. Cut and tightly fit drywall patch. Glue and nail or screw patch. Apply tape and 3 coats of compound feathered out at least 8". Wet sand ready for paint. Remove/cover hardware, fixtures, accessories not to be painted. Scrape loose, peeling, cracked and blistered areas. Clean oil, grease, fungus, dirt and dust from surfaces. Fill holes and cracks. Prime all new materials and spot prime existing with acrylic latex primer. Top coat with owner's choice of premixed acrylic latex. Replace or uncover hardware, fixtures and accessories.					
3RD FLOOR HALLWAY					

Location Total: _____

Location: 5 - 2nd Fl. 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

2820	ALUMINUM SCREEN & FRAME	5.00	EA		325
Field measure and install an aluminum screen and frame in window opening.					
VARIOUS LOCATIONS					

2980	WINDOW--VINYL DBL HNG DBL GLZ	4.00	EA		2400
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.					

Address: 26 Portland Street

Unit: Unit 01

Location: 5 - 2nd Fl. 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

FOLLOWING LOCATIONS:

Living room (1)
Dining Room (3)

Trade: 17 Drywall & Plaster

5210 DRYWALL--PATCH--LARGE

75.00 SF

1250

Cut back defective gypsum to expose half of the studs on each side of the hole. Cut and tightly fit drywall patch. Glue and nail or screw patch. Apply tape and 3 coats of compound feathered out at least 8". Wet sand ready for paint. Prime new areas and apply 2 coats of latex paint to complete room.

LEFT REAR BEDROOM

Trade: 20 Floor Coverings

5920 UNDERLAY AND VINYL COMPOSITION TILE

4.00 RM

6000

Demo existing flooring. Install 1/4" underlayment grade plywood using 7d screw shank or cement coated nails, or narrow crown staples, 6" on center allowing a 1/4" gap at wall. Fill seams with a manufacturer approved filler. Lay 12"x12"x1/8" vinyl composition tile, color group B as made by Armstrong or Azrock, per manufacturer's recommendations. Square to room axis. Include metal edge strips at openings, and shoe molding or 4" vinyl base around perimeter. Owner's choice of in-stock color. VINYL LAMINATED FLOORING CAN BE USED INSTEAD OF VCT.

FOLLOWING LOCATIONS:

ALL BEDROOMS AND HALLWAY

Location Total: _____

Location: 6 - 1st Fl. 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

2820 ALUMINUM SCREEN & FRAME

4.00 EA

300

Field measure and install an aluminum screen and frame in window opening.

VARIOUS LOCATIONS

2980 WINDOW-VINYL DBL HNG DBL GLZ

4.00 EA

2400

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:

LIVING ROOM (1)
DINING ROOM (3)

Location Total: _____

Location: 7 - 3rd Fl Bathroom

Approx. Wall SF: 0

Ceiling/Floor SF: 0

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

3345 DOOR-FLUSH INT, HOLLOW CORE

1.00 EA

300

Install 6 Panel, hollow core, masonite door on existing jamb. Include privacy lockset and 2 butt hinges.

Trade: 22 Plumbing

Address: 26 Portland Street Unit: Unit 01

Location: 7 - 3rd 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

6958	BATHTUB/SHOWER--5' FIBERGLASS--COMPLETE-	1.00	EA		<u>3500</u>
<p>Demo old tub/shower unit. Install a 5', 4 piece fiberglass tub and shower unit 60" x 30" x 72". Including age in place factory installed backers for later grab bar installation</p> <p>Complete with lever operated pop up drain and overflow, PVC waste, single lever shower diverter, shower rod and Tub/shower faucet - a shower head with a maximum 2.0 GPM flow rate. (note: exterior wall sections behind the tub shower unit and any plumbing penetration must be completely air-sealed prior to installation). Per installation instructions set basin area in 1" to 2" of mortar cement.</p>					

7012	COMMODE--REPLACE--1.28 GPF	1.00	EA		<u>600</u>
<p>Install a maximum 1.28 GPF white WaterSense® Certified, vitreous china commode tested through the latest edition of the "Maximum Performance" (MaP) testing project that has shown to score 800 or better on the MaP Flush Performance test (grams of solid waste removed in a single flush), such as the American Standard FloWise Compact Cadet 3 EL 2568.128. See the following link for the MaP Test Results: http://www.cuwcc.org/WorkArea/showcontent.aspx?id=14058</p> <p>Include a manufacturer's approved plastic or pressed wood white seat, supply pipe, shut-off valve, and wax seal.</p>					

Location Total: _____

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: 9 Environmental Rehab

9456	VINYL SLIDING - DOUBLE GLAZED WINDOW	1.00	EA		<u>650</u>
<p>Field measure, fabricate and install a dual glazed, thermal break, vinyl sliding replacement window including all necessary painting, caulk, trim and screen. Clean glass.</p>					

Trade: 10 Carpentry

3645	CEILING--SUSPENDED	45.00	SF		<u>1200</u>
<p>Install a 2'x 2' T bar suspended ceiling grid with the same size border on opposite sides of room. Run main runners opposite of direction of ceiling joists, with hanger screws, in joists, 24" on center. Install owner's choice of film faced 5/8" thick fiberglass ceiling tiles within an allowance of \$2 per sf.</p>					

Trade: 22 Plumbing

6901	VANITY--36" COMPLETE	1.00	EA		<u>1600</u>
<p>Install a 36" plywood vanity; including top with backsplash, wash bowl and single lever brass bodied chrome faucet with a maximum 1.5 GPM flow rate. Include PVC drain attached to a code legal plumbing vent, use type L copper or PEX supply piping with brass bodied stops on all supply lines. Seal all penetration through the floor, walls and cabinet for plumbing connections using expanding foam or caulk and cover with chrome escuchion plates. Cabinets must comply with California 93120 (formaldehyde content) or all exposed edges must be sealed with a low-VOC sealant.</p>					

7012	COMMODE--REPLACE--1.28 GPF	1.00	EA		<u>600</u>
<p>Install a maximum 1.28 GPF white WaterSense® Certified, vitreous china commode tested through the latest edition of the "Maximum Performance" (MaP) testing project that has shown to score 800 or better on the MaP Flush Performance test (grams of solid waste removed in a single flush), such as the American Standard FloWise Compact Cadet 3 EL 2568.128. See the following link for the MaP Test Results: http://www.cuwcc.org/WorkArea/showcontent.aspx?id=14058</p> <p>Include a manufacturer's approved plastic or pressed wood white seat, supply pipe, shut-off valve, and wax seal.</p>					

Trade: 23 Electric

7583	REPLACE RECEPTACLE WITH GFCI DEVICE	1.00	EA		<u>400</u>
<p>Replace existing Defective GFCI receptacle with a NEW ivory surfaced mounted ground fault circuit interrupt receptacle with ivory cover plate.</p> <p>GCFI OUTLET HAS OPEN GROUND CONNECTIONS.</p>					

Address: 26 Portland 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

Trade: 23 Electric

7819 FAN/LIGHT FIXTURE-ENERGY STAR 1.00 EA
Install an ENERGY STAR approved ceiling mounted Fan/Light fixture, such as the NuTone QTREN080FLT, or a Broan QTXE080FLT 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.

Handwritten notes: 650, 800

Location Total:

Location: 9 - 1st Fl Bathroom 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 1.00 EA
Replace existing Defective GFCI receptacle with an ivory surfaced mounted ground fault circuit interrupt receptacle with ivory cover plate.
GFCI OUTLET HAS REVERSED POLARITY CONNECTION

Handwritten note: 400

7819 FAN/LIGHT FIXTURE-ENERGY STAR 1.00 EA
Install an ENERGY STAR approved ceiling mounted Fan/Light fixture, such as the NuTone QTREN080FLT, or a Broan QTXE080FLT 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.

Handwritten note: 500

Location Total:

Location: 10 - Kitchen 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 1.00 EA
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.

Handwritten note: 600

3210 STORM DOOR--ALUMINUM 1.00 EA
Install an aluminum combination storm and screen door with white baked enamel aluminum finish and top chain. \$150 Allowance for Door.

Handwritten note: 600

Trade: 21 HVAC

6415 DRYER VENT 1.00 EA
Install 4" round rigid galvanized ductwork from the specified dryer location to a wall mounted Heartland Dryer Vent Closure outlet. http://www.energyfederation.org/consumer/default.php/cPath/30_4287_4571. Do not fasten with nails, screws or

Handwritten note: 600

Drop to Basement

Handwritten note: vent along to 5th

Address: 26 Portland Street

Unit: Unit 01

Location: 10 - Kitchen

Approx. Wall SF: 0

Ceiling/Floor SF: 0

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

other fasteners that protrude into the interior of the exhaust duct. Use pop rivets to connect sections of duct. Seal all joints and seams with duct mastic, not duct tape. Secure duct and hood to framing.

Location Total: _____

Unit Total for 26 Portland Street, Unit Unit 01: _____

Address Grand Total for 26 Portland Street: 68875

Bidder: _____

68875

MORTGAGE

City of Springfield Healthy Homes Rehabilitation Program

THIS MORTGAGE is made as of August 6, 2021, between Magdalena Rodriguez, whose address is 26 Portland Street, Springfield, MA 01107 ("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 August 6, 2021 in the sum of \$86,376.50 (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 26 Portland Street, Springfield, MA 01107 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 01/14/2021. 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.

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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 26 Portland Street, Springfield, MA 01107 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.

- 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: Magdalena Rodriguez
Magdalena Rodriguez
Borrower

Thomas E. Argenio
Witness Thomas E. Argenio

Commonwealth of Massachusetts

Hampden, ss
2021

August 6

On August 6, 2021, before me, the undersigned notary public, personally appeared, Magdalena Rodriguez proved to me through satisfactory evidence of identification, which was government issued photo id, 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.

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



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

Notary Public:
My Commission Expires:

The note secured by this Mortgage has:

A principal sum of \$ 86,376.50

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

The sum of \$ 86,376.50 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: 26 Portland Street, **Springfield, MA** 01107

1. BORROWERS' PROMISE TO PAY

In return for a loan that I have received, I, Magdalena Rodriguez ("Borrower"), promise to pay \$ 86,376.50 (this amount is called "Principal"), without interest, to the **City of Springfield**, a Massachusetts municipal corporation with a usual address of 36 Court Street, Springfield, Massachusetts 01103 ("City").

2. INTEREST

Interest will not be charged on unpaid principal.

3. TIME AND PLACE OF PAYMENTS

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

4. BORROWER'S RIGHT TO PREPAY

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

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

6. BORROWER DEFAULT

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

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

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

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

7. GIVING OF NOTICES

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

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

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

with a copy simultaneously mailed by first class mail to:

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

8. OBLIGATIONS OF PERSONS UNDER THIS NOTE

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

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

9. WAIVERS

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

10. UNIFORM SECURED NOTE

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

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

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

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

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

Borrower must pay all remaining sums secured by the Mortgage.

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

Magdalena Rodriguez
Borrower

Thomas E. Argenio
Witness

Witness

COMMONWEALTH OF MASSACHUSETTS

HAMPDEN, SS

On this 6th day of August, 2021, before me, the undersigned Notary Public, personally appeared the above-named Magdalena Rodriguez, proved to me through satisfactory evidence of identification, which was government issued photo id, 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.

Thomas E. Argenio
Notary Public
My Commission Expires:



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

SCHEDULE B
PROPERTY DESCRIPTION

A certain piece or parcel of land, situated in the City of Springfield, County of Hampden and State of Massachusetts, more particularly bounded and described as follows:

Beginning on the northerly side of Portland Street at a rod at the southwesterly corner of land of Ryan, said rod being distant two hundred ten (210) feet westerly, by said northerly line, from North Main Street, and running thence Westerly on Portland Street, fifty (50) feet to a rod at a land now or formerly of Travers; thence Northerly by last named land and at right angles with Portland Street, one hundred twenty-five and 40/100 (125.40) feet to a rod at said Travers' northeasterly corner; thence Easterly in a straight line, fifty and 23/100 (50.23) feet to a rod at said Ryan's northwesterly corner, and thence Southerly by last named land and at right angles with Portland Street, one hundred twenty and 60/100 (120.60) feet to a rod at Portland Street, the point of beginning.

Said piece or parcel of land is subject to any and all provisions of any ordinance, municipal regulation or public or private law, building, building line zoning restrictions of the City of Springfield and to rights of the State of Massachusetts.

Subject to a first mortgage to Hampden Bank dated January 7, 2013 and recorded in the Hampden County Registry of Deeds in Book 19635, Page 28.

Being the same premises conveyed to the Mortgagor(s) herein by Deed of Heriberto Cruz dated June 1, 2001 and recorded in the Hampden County Registry of Deeds in Book 11722, Page 112.

Exhibit E:
SECTION 3 CLAUSE

"All section 3 covered contracts shall include the following clause (referred to as the section 3 clause):

- A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
- C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- D. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.
- E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.
- F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- G. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

TAX CERTIFICATION AFFIDAVIT FOR CONTRACTS

[Redacted]

Individual Social Security Number

Street Address Only: 26 Portland Street

City/State/Zip Code: Springfield, MA 01107

Telephone Number: [Redacted]

Email: [Redacted]

List address(es) of all other property owned by company in Springfield: None

Name of Individual: Magdalena Rodriguez

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

FEDERAL TAX CERTIFICATION

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

Signature: [Handwritten Signature] Date: 8/6/21

CITY OF SPRINGFIELD TAX CERTIFICATION

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

Signature: [Handwritten Signature] Date: 8/6/21

COMMONWEALTH OF MASSACHUSETTS TAX CERTIFICATION

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

Bidder/Proposer: [Handwritten Signature] Authorized Person's Signature: [Handwritten Signature] Date: 8/6/21

Notary Public

.ss. Hampden COMMONWEALTH OF MASSACHUSETTS August 6, 2021

Then personally appeared before me [name] Magdalena Rodriguez, [title] of [company name], being duly sworn, and made oath that he/she has read the foregoing document, and knows the contents thereof; and that the facts stated therein are true of his/her own knowledge, and stated the foregoing to be his/her free act and deed and the free act and deed of [company name]

Notary Public

My commission expires:

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



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



INSURANCE BINDER

DATE (MM/DD/YYYY)
7/27/2021

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

AGENCY Bates Fullam Insurance Agency, Inc 975 Elm Street West Springfield MA 01089		COMPANY Preferred Mutual Insurance Co.		BINDER # [REDACTED]	
PHONE (A/C, No, Ext): [REDACTED] FAX (A/C, No): [REDACTED]		DATE EFFECTIVE		DATE EXPIRATION	
CODE: [REDACTED] SUB CODE: [REDACTED]		TIME		TIME	
AGENCY CUSTOMER ID: [REDACTED]		8/6/2021 12:01		9/5/2021	
INSURED AND MAILING ADDRESS MAGEDELENA RODRIGUEZ 26 PORTLAND ST SPRINGFIELD MA 01107		<input checked="" type="checkbox"/> THIS BINDER IS ISSUED TO EXTEND COVERAGE IN THE ABOVE NAMED COMPANY PER EXPIRING POLICY # [REDACTED]		<input checked="" type="checkbox"/> 12:01 AM <input type="checkbox"/> NOON	
		DESCRIPTION OF OPERATIONS / VEHICLES / PROPERTY (Including Location) Loc# 0001 26 PORTLAND ST SPRINGFIELD, MA 01107			

COVERAGES		LIMITS		
TYPE OF INSURANCE	COVERAGE / FORMS	DEDUCTIBLE	COINS %	AMOUNT
PROPERTY <input type="checkbox"/> BASIC <input type="checkbox"/> BROAD <input checked="" type="checkbox"/> SPEC	Dwelling [Wind/Hail 2,000] All Peril Personal property Other structures Loss of use	1,000		414,000 289,800 41,400 82,800
GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR	RETRO DATE FOR CLAIMS MADE:	EACH OCCURRENCE	\$	
		DAMAGE TO RENTED PREMISES	\$	
		MED EXP (Any one person)	\$	
		PERSONAL & ADV INJURY	\$	
		GENERAL AGGREGATE	\$	
		PRODUCTS - COMP/OP AGG	\$	
VEHICLE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	RETRO DATE FOR CLAIMS MADE:	COMBINED SINGLE LIMIT	\$	
		BODILY INJURY (Per person)	\$	
		BODILY INJURY (Per accident)	\$	
		PROPERTY DAMAGE	\$	
		MEDICAL PAYMENTS	\$	
		PERSONAL INJURY PROT	\$	
		UNINSURED MOTORIST	\$	
			\$	
VEHICLE PHYSICAL DAMAGE <input type="checkbox"/> COLLISION: _____ <input type="checkbox"/> OTHER THAN COL: _____	<input type="checkbox"/> ALL VEHICLES <input type="checkbox"/> SCHEDULED VEHICLES	ACTUAL CASH VALUE		
		STATED AMOUNT	\$	
GARAGE LIABILITY <input type="checkbox"/> ANY AUTO	RETRO DATE FOR CLAIMS MADE:	AUTO ONLY - EA ACCIDENT	\$	
		OTHER THAN AUTO ONLY:		
		EACH ACCIDENT	\$	
		AGGREGATE	\$	
EXCESS LIABILITY <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM	RETRO DATE FOR CLAIMS MADE:	EACH OCCURRENCE	\$	
		AGGREGATE	\$	
		SELF-INSURED RETENTION	\$	
WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY	RETRO DATE FOR CLAIMS MADE:	PER STATUTE		
		E.L. EACH ACCIDENT	\$	
		E.L. DISEASE - EA EMPLOYEE	\$	
		E.L. DISEASE - POLICY LIMIT	\$	
SPECIAL CONDITIONS / OTHER COVERAGES	Policy effective 09/10/2020 to 09/10/2021 Premium = \$1354 Policy is paid in full	FEES	\$	
		TAXES	\$	
		ESTIMATED TOTAL PREMIUM	\$	1354.00

NAME & ADDRESS City of Springfield Office of Housing 1600 East Columbus Ave Springfield, MA 01103		<input checked="" type="checkbox"/> MORTGAGEE <input type="checkbox"/> LOSS PAYEE	ADDITIONAL INSURED
		LOAN # [REDACTED]	
		AUTHORIZED REPRESENTATIVE E Bates, Jr. Acc Exe/BATAA <i>E Bates, Jr.</i>	

CONDITIONS

This Company binds the kind(s) of insurance stipulated on page 1 of this form. The Insurance is subject to the terms, conditions and limitations of the policy(ies) in current use by the Company.

This binder may be cancelled by the Insured by surrender of this binder or by written notice to the Company stating when cancellation will be effective. This binder may be cancelled by the Company by notice to the Insured in accordance with the policy conditions. This binder is cancelled when replaced by a policy. If this binder is not replaced by a policy, the Company is entitled to charge a premium for the binder according to the Rules and Rates in use by the Company.

Applicable in Arizona

Binders are effective for no more than ninety (90) days.

Applicable in California

When this form is used to provide insurance in the amount of one million dollars (\$1,000,000) or more, the title of the form is changed from "Insurance Binder" to "Cover Note".

Applicable in Colorado

With respect to binders issued to renters of residential premises, home owners, condo unit owners and mobile home owners, the insurer has thirty (30) business days, commencing from the effective date of coverage, to evaluate the issuance of the insurance policy.

Applicable in Delaware

The mortgagee or Obligee of any mortgage or other instrument given for the purpose of creating a lien on real property shall accept as evidence of insurance a written binder issued by an authorized insurer or its agent if the binder includes or is accompanied by: the name and address of the borrower; the name and address of the lender as loss payee; a description of the insured real property; a provision that the binder may not be canceled within the term of the binder unless the lender and the insured borrower receive written notice of the cancellation at least ten (10) days prior to the cancellation; except in the case of a renewal of a policy subsequent to the closing of the loan, a paid receipt of the full amount of the applicable premium, and the amount of insurance coverage.

Chapter 21 Title 25 Paragraph 2119

Applicable in Florida

Except for Auto Insurance coverage, no notice of cancellation or nonrenewal of a binder is required unless the duration of the binder exceeds 60 days. For auto insurance, the insurer must give 5 days prior notice, unless the binder is replaced by a policy or another binder in the same company.

Applicable in Maryland

The insurer has 45 business days, commencing from the effective date of coverage to confirm eligibility for coverage under the insurance policy.

Applicable in Michigan

The policy may be cancelled at any time at the request of the insured.

Applicable in Nevada

Any person who refuses to accept a binder which provides coverage of less than \$1,000,000.00 when proof is required: (A) Shall be fined not more than \$500.00, and (B) is liable to the party presenting the binder as proof of insurance for actual damages sustained therefrom.

Applicable in Oklahoma

All policies shall expire at 12:01 a.m. standard time on the expiration date stated in the policy.

Applicable in Oregon

Binders are effective for no more than ninety (90) days. A binder extension or renewal beyond such 90 days would require the written approval by the Director of the Department of Consumer and Business Services.

Applicable in the Virgin Islands

This binder is effective for only ninety (90) days. Within thirty (30) days of receipt of this binder, you should request an insurance policy or certificate (if applicable) from your agent and/or insurance company.