



Contract

20200739
Amend #1

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			KB	4/26/2022
City Comptroller	JR	4.26.22	JR	4.27.22
Law	PF	4/27	PF	4/27
Mayor				
CAFO	mm	4.26.22	mm	5.2.22
Mayor	mm	5-2	mm	5-2
City Comptroller			JR	5.03.22
Community Development				

Vendor No.: 20753 Contract No.: 20200739 Contract Date: 5/14/2020

Amended
Contract Amt.: \$88,565.00 Issue Date: 4/25/2022 Renewal Date:

Appropriation Code1: 26451815-530105-64516 (13,739.00) decr.
Appropriation Code2: 26881801-530105-68800
Appropriation Code3:
Appropriation Code4:

Description of Funding Source: CDBG-NDR

Bid No.: Requisition No.: 20017107 PO No.: 20014663

Vendor Name: Gail Robbins / Owner-Occupant
Forgiven after 5 yrs + 45days

Contract Type: **AMENDMENT #1** / Healthy Homes Rehab

Contract Purpose: Decrease in funding for the Rehab of Home located at 436 Central ST SPFLD, MA 01107

Originating Dept.: Nigel Greaves/Office of Housing

Expiration Date: 6/27/2025 Amendment Date: Extension Date:

TYPE OF DOCUMENT (Please select at least one):

New Renewal Amendment Extension

**FIRST AMENDMENT TO HEALTHY HOMES REHABILITATION
PROGRAM AGREEMENT (CONTRACT #20200739)**

AGREEMENT made as of the 8TH day of April, 2022 by and between Gail E. Robbins, with an address of **436 Central Street, Springfield, Massachusetts** (hereinafter referred to as the "Borrower") and the **City of Springfield**, through its Office of Housing, with the approval of its Mayor (hereinafter referred to as the "City") regarding the rehabilitation of the property at **436 Central Street, Springfield, Massachusetts**.

WHEREAS, an existing Rehabilitation Loan Agreement for Owner Occupants, dated May14, 2020 (City Contract # 20200739), expressly states, "the City" of Springfield (City) is providing financial assistance to Gail Robbins ("Borrower") from the Healthy Homes Program in the amount of \$102,304.00;

WHEREAS, the City and the Borrower wish to amend the amount of financial assistance within the existing agreement.

NOW, THEREFORE, the parties hereto agree that their Agreement shall be amended as follows:

1. **Decreasing the original contract amount of One Hundred Two, Three Hundred Four and 00/100 Dollars \$102,304.00 to an amended total of Eighty-Eight Thousand, Five Hundred Sixty-Five and 00/100 Dollars (\$88,565.00).**
2. **Replacing Exhibit A – Original Healthy Homes Rehab Project Budget with revised budget (attached here as Exhibit A).**
3. **Replacing Exhibit C - MORTGAGE, with MORTGAGE AMENDMENT #1 (attached here as Exhibit C)**
4. **Replacing Exhibit D – PROMISSORY NOTE with FIRST AMENDMENT TO PROMISSORY NOTE (attached here as Exhibit D)**
5. **All other terms and conditions remain the same.**

****THE REST OF THIS PAGE INTENTIONALLY LEFT BLANK****

****SIGNATURE PAGE FOLLOWS****

IN WITNESS WHEREOF, the Borrower and the City have executed this Amendment on this 8th day of April, 2022.

BORROWER:

Gail E. Robbins
Gail Robbins

CITY OF SPRINGFIELD

[Signature]
Office of Housing

26451815-530105-44516 (\$13,739.00) decr.

APPROVED AS TO APPROPRIATION:

[Signature]
Office of Comptroller *SECURITY 4.27.22*

APPROVED AS TO FORM:

[Signature]
Law Department

APPROVED:

[Signature]
Chief Administrative & Financial Officer

APPROVED:

[Signature]
Domenic J. Sarno, Mayor

Exhibit A

Healthy Homes Rehab Project First Amendment to Budget

Homeowner/Borrower: Gail Robbins

Project Address: 436 Central Street, Springfield, MA 01105

Cost Description	Amount
General Rehab	\$ 49,888.00
Lead Abatement	\$ 36,992.00
Initial Rehab Contract	\$ 86,880.00
Initial Lead Inspection	\$ 350.00
Lead Re-inspection	\$ 500.00
Healthy Homes Total	\$ 87,730.00
Legal Fees	\$ 730.00
Mortgage Amendment	\$ 105.00
Project Total	\$ 88,565.00

Exhibit C

MORTGAGE AMENDMENT #1

AGREEMENT, made as of the _____ day of _____, 2022 by and between **Gail Robbins**, hereinafter referred to as "**Mortgagor**" of 436 Central Street, Springfield, Hampden County, Massachusetts, and the **City of Springfield**, a municipal corporation within the County of Hampden, Commonwealth of Massachusetts, acting by and through its Office of Housing, with the approval of its Mayor, hereinafter referred to as the "**Mortgagee**".

WHEREAS an existing Mortgage, dated May 14th, 2020, granting a security interest in the property known as 436 Central Street, Springfield, Massachusetts, is recorded at the Hampden County Registry of Deeds in Book 23215 Pg557. Said Mortgage expressly states an indebtedness in the principal amount of One Hundred Two, Three Hundred Four and 00/100 (\$102,304.00).

WHEREAS the Mortgagee and the Mortgagor have since amended the Promissory Note (See Schedule A) by decreasing the amount borrowed to a total amount of **Eighty-Eight Thousand, Five Hundred Sixty-Five and 00/100 Dollars (\$88,565.00)**.

NOW THEREFORE, the Mortgagor and the Mortgagee hereto agree that the total indebtedness evidenced hereby is **Eighty-Eight Thousand, Five Hundred Sixty-Five and 00/100 Dollars (\$88,565.00)**.

All other terms and conditions contained in the Mortgage instrument dated May 14, 2020 and recorded May 19, 2020 in the Hampden County Registry of Deeds in Book 23215, Pg557 remain the same and are incorporated herein by reference.

IN WITNESS WHEREOF, The Mortgagor and the Mortgagee have executed this Agreement on this _____ day of _____, 2022.

*[Remainder of page intentionally blank;
Signature and notary appear on following page.]*

Witness

Gail Robbins - Mortgagor

Witness

City of Springfield

COMMONWEALTH OF MASSACHUSETTS

HAMPDEN, SS.

On this ____ day of _____ 2022, before me, the undersigned notary public, personally appeared **Gail Robbins**, proved to me through satisfactory evidence of identification, which was _____, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.

Notary Public,
My Commission Expires: _____.

COMMONWEALTH OF MASSACHUSETTS

HAMPDEN, SS.

On this ____ day of _____ 2022, before me, the undersigned notary public, personally appeared _____, proved to me through satisfactory evidence of identification, which was _____, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.

Notary Public,
My Commission Expires: _____.

SCHEDULE A – PROMISSORY NOTE
FIRST AMENDMENT TO PROMISSORY NOTE

THIS FIRST AMENDMENT TO PROMISSORY NOTE (this "Amendment") is executed as of the ____ day of _____, 2022, by and between THE CITY OF SPRINGFIELD, (the "City"), and GAIL ROBBINS (the "Borrower").

RECITALS

- A. The Borrowers executed a Promissory Note payable to the City as of May 14, 2020 (the "Note").
- B. The Borrower's initial contractor was replaced with a new contractor.

AMENDMENT

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Borrowers and the City hereby agree as follows:

1. May 14, 2020 Promissory Note had an original principal amount of **One Hundred Two, Three Hundred Four and 00/100 Dollars (102,304.00)**.
2. The home rehab project needed to be re-bid, resulting in a lower bid from a new rehab contractor for the initial scope of work. Subsequent change orders and add-on contracts resulted in further adjustments to the overall project budget. Therefore, the parties agree to decrease the original principal amount of the Note appropriately to **Eighty-Eight Thousand, Five Hundred Sixty-Five and 00/100 Dollars (\$88,565.00)**.
3. This Note will continue to be secured by a Mortgage (and amendment) duly filed for record in the Hampden County Registry of Deeds.
4. All other terms and conditions contained in the original Promissory Note dated May 14, 2020 remain unchanged.

[Remainder of page intentionally blank; signatures appear on following page.]

IN WITNESS WHEREOF, the parties hereto have caused this First Amendment to Promissory Note to be executed as of the date and year first above written.

BORROWER: Gail Robbins

By: _____
Gail Robbins

LENDER: City of Springfield

By: _____
City of Springfield

COMMONWEALTH OF MASSACHUSETTS

HAMPDEN, SS

On this ___ day of _____, 2022, before me, the undersigned Notary Public, personally appeared the above-named **Gail Robbins**, proved to me through satisfactory evidence of identification, which was _____, 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.

Notary Public
My Commission Expires:

COMMONWEALTH OF MASSACHUSETTS

HAMPDEN, SS

On this ___ day of _____, 2022, before me, the undersigned Notary Public, personally appeared the above-named _____, proved to me through satisfactory evidence of identification, which was _____, 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.

Notary Public
My Commission Expires:

Exhibit D
FIRST AMENDMENT TO PROMISSORY NOTE

THIS FIRST AMENDMENT TO PROMISSORY NOTE (this "Amendment") is executed as of the ____ day of _____, 2022, by and between THE CITY OF SPRINGFIELD, (the "City"), and GAIL ROBBINS (the "Borrower").

RECITALS

C. The Borrowers executed a Promissory Note payable to the City as of May 14, 2020 (the "Note").

D. The Borrower's initial contractor was replaced with a new contractor.

AMENDMENT

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Borrowers and the City hereby agree as follows:

5. May 27, 2019 Promissory Note had an original principal amount of **One Hundred Two, Three Hundred Four and 00/100 Dollars (102,304.00)**.

6. The home rehab project needed to be re-bid, resulting in a lower bid from a new rehab contractor for the initial scope of work. Subsequent change orders and add-on contracts resulted in further adjustments to the overall project budget. Therefore, the parties agree to decrease the original principal amount of the Note appropriately to **Eighty-Eight Thousand, Five Hundred Sixty-Five and 00/100 Dollars (\$88,565.00)**.

7. This Note will continue to be secured by a Mortgage (and amendment) duly filed for record in the Hampden County Registry of Deeds.

8. All other terms and conditions contained in the original Promissory Note dated May 27, 2019 remain unchanged.

[Remainder of page intentionally blank; signatures appear on following page.]

IN WITNESS WHEREOF, the parties hereto have caused this First Amendment to Promissory Note to be executed as of the date and year first above written.

BORROWER: Gail Robbins

By: _____
Gail Robbins

LENDER: City of Springfield

By: _____
City of Springfield

COMMONWEALTH OF MASSACHUSETTS

HAMPDEN, SS

On this ___ day of _____, 2022, before me, the undersigned Notary Public, personally appeared the above-named **Gail Robbins**, proved to me through satisfactory evidence of identification, which was _____, 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.

Notary Public
My Commission Expires:

COMMONWEALTH OF MASSACHUSETTS

HAMPDEN, SS

On this ___ day of _____, 2022, before me, the undersigned Notary Public, personally appeared the above-named _____, proved to me through satisfactory evidence of identification, which was _____, 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.

Notary Public
My Commission Expires: