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Contract 20190358

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	11/7/18
City Comptroller		11/8/18	KB	11/8/18
CAFO		11-9-18		11-9-18
Law	Jmm	11/14/18	Jmm	11/14/18
Mayor	MM	11-16-18	BS	11-16-18
City Comptroller	MCS	11/19/18	MCS	11/19/18
Community Development				

Vendor No.: 18471 Contract No.: 20190358 Contract Date: 10/19/2018

Contract Amt.: \$82,525.00 Issue Date: 11/7/18 Renewal Date:

Appropriation Code1: 26451815-530105-64516

Appropriation Code2:

Appropriation Code3:

Appropriation Code4:

Description of Funding Source: CDBG-NDR

Bid No.: Requisition No.: 19006690 PO No.:

Vendor Name: Earl and Yvonne Baidy

Contract Type: CDBG-NDR Healthy Homes Rehab

Contract Purpose: Rehabilitation of Home located at 55-57 Dexter Street, Spfld, MA

Originating Dept.: Community Development

Expiration Date: 12/3/2023 Amendment Date: Extension Date:

TYPE OF DOCUMENT (Please select at least one):

New
 Renewal
 Amendment
 Extension

CITY OF SPRINGFIELD
HEALTHY HOMES REHABILITATION PROGRAM AGREEMENT
FOR OWNER-OCCUPANTS

Whereas, Earl and Yvonne Baidy ("Homeowner") are receiving Healthy Homes Rehabilitation Program financial assistance from the City of Springfield ("City") in the amount of \$82,525.00 to fund rehabilitation of the home located at 55-57 Dexter Street according to the terms of the agreed-upon Work Write-Up Specifications 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 Homeowner 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 OccupancyThe Homeowner 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 a 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 Homeowner 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 in full the amount of the loan outstanding at time of sale.

Rental Units

If the property has multiple units, the Homeowner must live in one unit and rent any 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 Homeowner may not evict existing tenants without cause for a period of two years, following final payment to the contractor.

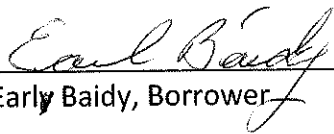
Income Eligibility


The Homeowner certifies that he/she has provided complete, accurate, and current information regarding household income to demonstrate Homeowner's eligibility to receive CDBG-NDR funds.

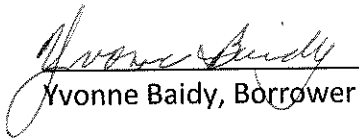
Enforcement

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

This contract is signed as of the 19th day of October, 2018.



Earl Baidy, Borrower



Geraldine McCafferty, Director
Office of Housing
CITY OF SPRINGFIELD


Yvonne Baidy, Borrower

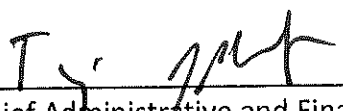
W 20451818-530105-64516 \$82,525.00
Approved as to Appropriation:

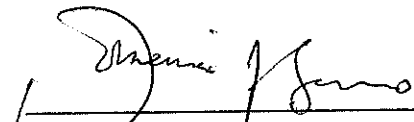
Approved as to Form:


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

MORTGAGE

City of Springfield Healthy Homes Rehabilitation Program

THIS MORTGAGE is made as of October 19th, 2018, between Earl Baidy (also known as Earl D. Baidy) and Yvonne Baidy, whose address is 57 Dexter Street ("**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 October 19th, 2018 in the sum of **\$82,525.00** (the Principal Amount"), together with interest of 0%, (this indebtedness is called the "**Note**", a copy of which is attached to this Mortgage as **Schedule A**); and

WHEREAS, to secure the performance of all the terms, covenants, agreements, conditions and obligations of the Note and this Mortgage, the Borrower wishes to grant to the City its rights, title, and interest in the property located at 55-57 Dexter Street in Springfield, Massachusetts and described on the attached **Schedule B** (the "**Mortgaged Property**").

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

1. **Purpose.** This Mortgage and the Note are to secure a loan made by the City to the Borrower for the purpose of making home improvements to the Mortgaged Property, as detailed in the **Work Write-Up Specifications dated 7/26/2018**. 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

RE: 55-57 Dexter Street, Springfield, Massachusetts

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

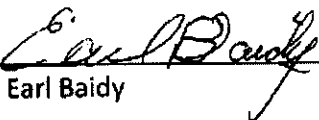
City pursuant to any provision of this Mortgage.


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**.

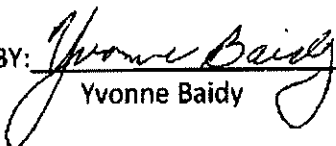
19. **Joint and several liability.** If the Borrower, as defined herein, consists of two or more parties, this Mortgage shall constitute a grant and mortgage by all of them jointly and severally, and they shall be obligated jointly and severally under all the provisions hereof and under the Note.

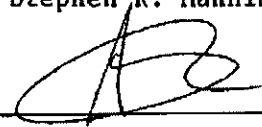
20. **Discharge.** Upon payment in full by the Borrower of the Note and any other instruments secured by this Mortgage, this Mortgage shall be terminated, and the City shall provide the Borrower the appropriate notice of termination.

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: 
Earl Baidy


Witness Stephen R. Manning

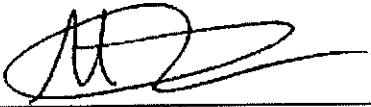
BY: 
Yvonne Baidy

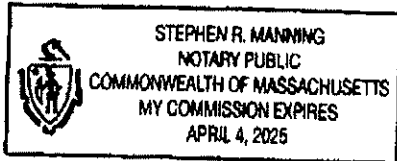

Witness Stephen R. Manning

Commonwealth of Massachusetts

Hampden, ss
October 19th, 2018

On 10/19/18, before me, the undersigned notary public, personally appeared, Earl Baidy and Yvonne Baidy proved to me through satisfactory evidence of identification, which was MA Driver's Licenses, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily for its stated purpose.

 (Official signature and seal of notary).



Notary Public: Stephen R. Manning
My Commission Expires: 4/4/2025

The note secured by this Mortgage has:

A principal sum of \$82,525.00.
A rate of interest of Zero (0%) percent.

The sum of \$82,525.00 with interest thereon at a rate of Zero (0.00%) per annum, is due and payable upon sale, lease or other transfer of any kind of the above-referenced property, or any part thereof without the prior written consent of the City, other than a transfer by will or by operation of the laws of descent and distribution.

SCHEDULE A
PROMISSORY NOTE

October 19th, 2018
Springfield, Massachusetts

Property Address: 55-57 Dexter Street, Springfield, MA 01105

1. BORROWERS' PROMISE TO PAY

In return for a loan that I have received, I, **Earl Baidy** ("Borrower"), and I, **Yvonne Baidy** ("Borrower"), promise to pay \$82,525.00 (this amount is called "Principal"), without interest, to the **City of Springfield**, a Massachusetts municipal corporation with a usual address of 36 Court Street, Springfield, Massachusetts 01103 ("City").

2. INTEREST

Interest will not be charged on unpaid principal.

3. TIME AND PLACE OF PAYMENTS

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

Earl Baidy

Witness Stephen R. Manning

Yvonne Baidy

Witness Stephen R. Manning

COMMONWEALTH OF MASSACHUSETTS

HAMPDEN, SS

On this 19th day of October, 2018, before me, the undersigned Notary Public, personally appeared the above-named Earl Baidy & Yvonne Baidy, proved to me through satisfactory evidence of identification, which was MA Driver's Licenses, to be the person whose name is signed on the preceding or attached document, and acknowledge that ~~he~~^{they} signed it voluntarily for its stated purpose, and acknowledged to me that he ~~executed~~^{executed} the same as ~~his~~^{their} free act and deed.

Notary Public Stephen R. Manning
My Commission Expires: 4/4/2025

SCHEDULE B
PROPERTY DESCRIPTION

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

NORTHERLY by Dexter Street sixty (60) feet; thence
WESTERLY by Lot #3 on plan hereinafter mentioned eighty-five (85) feet;
SOUTHERLY by Lot #9 and by Lot marked B on said plan sixty (60) feet;
EASTERLY by Lot #5 on said plan eighty-five (85) feet;

Said parcel being shown as Lot #4 on said plan.

All of said boundaries are determined by the Land Court to be located as shown on a subdivision plan made by C.B. Humphrey, Surveyor for Court, dated November 6, 1916, a copy of a portion of which is filed with Certificate of Title No. 640.

The above described premises are subject to the following restrictions:

No building shall be placed on said lot to be used for other than dwelling purposes, except that a garage to contain not more than two automobiles may be placed thereon. No dwelling house shall be placed thereon with its front main foundation wall nearer to Dexter Street than is the front main foundation wall of the house now on the lot and no garage shall be placed thereon nearer than sixty feet to Dexter Street. No one-family house costing less than \$3,000.00 nor two-family costing less than \$4,000.00 shall be placed thereon.

BEING the same premises conveyed to the mortgagors herein by Warranty Deed of Micah Corporation recorded with the Hampden County Land Court Registry as Document No. 45860 in Certificate of Title No. 15524.

PROMISSORY NOTE

October 19th 2018
Springfield, Massachusetts

Property Address: 55-57 Dexter Street, Springfield, MA 01105

1. BORROWERS' PROMISE TO PAY

In return for a loan that I have received, I, **Earl Baidy** ("Borrower"), and I, **Yvonne Baidy** ("Borrower"), promise to pay \$82,525.00 (this amount is called "Principal"), without interest, to the **City of Springfield**, a Massachusetts municipal corporation with a usual address of 36 Court Street, Springfield, Massachusetts 01103 ("City").

2. INTEREST

Interest will not be charged on unpaid principal.

3. TIME AND PLACE OF PAYMENTS

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

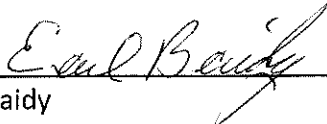
Due Upon Sale or Transfer. If all or any part of the Property or any interest in it is sold or transferred without the City's prior written consent, the City may, at its option, require immediate payment in full of all sums secured by the Mortgage.

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.

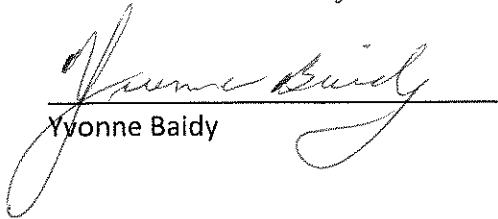
EXECUTED as a sealed instrument as of the date first written above.



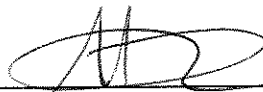
Earl Baidy



Witness Stephen R. Manning



Yvonne Baidy




Witness Stephen R. Manning

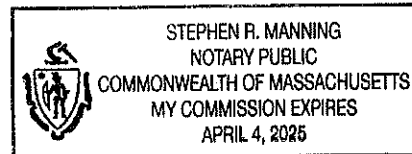
COMMONWEALTH OF MASSACHUSETTS

HAMPDEN, SS

On this 19th day of September, 2018, before me, the undersigned Notary Public, personally appeared the above-named Earl Baidy & Yvonne Baidy, proved to me through satisfactory evidence of identification, which was MA Driver's Licenses, to be the person whose name is signed on the preceding or attached document, and acknowledge that ~~he~~^{they} signed it voluntarily for its stated purpose, and acknowledged to me that he ~~executed~~^{executed} the same as ~~his~~^{their} free act and deed.



Notary Public Stephen R. Manning
My Commission Expires: 4/4/2025



NOTICE OF RIGHT OF RESCISSION

Date: October 19th, 2018

Amount Financed: \$82,525.00

Precomputed Finance Charge: \$0.00

Total Payments: 0

Mortgage of Property situated at: 55-57 Dexter Street, Springfield 01105

Notice to Customer Required by Law:

You have entered into a transaction on which may result in a lien, mortgage, or other security interest on your home. You have a legal right under the law to cancel this transaction, if you desire to do so, without any penalty or obligation within three business days from the above date or any later date on which all material disclosures required under the **Truth in Lending Act** have been given to you. If you so cancel the transaction, any lien, mortgage or other security interest on your home arising from this transaction is automatically void. You are also entitled to receive a refund of any down payment or other consideration if you cancel. If you decide to cancel this transaction, you may do so by notifying

**CITY OF SPRINGFIELD
Office of Housing
1600 E. Columbus Ave.
Springfield, MA 01103**

by mail or telegram sent not later than midnight of October 23rd, 2018. You may also use any other form of written notice identifying the transaction if it is delivered to the above address not later than that time. This notice may be used for that purpose by dating and signing below.

I hereby cancel this transaction

Date

Early Baidy

Date

Yvonne Baidy

Receipt is herewith acknowledged of the foregoing **NOTICE OF RIGHT OF RESCISSION**, each of the undersigned customer(s) having received two copies thereof this 19th day of October, 2018.

BORROWER: Earl Baidy
Earl Baidy

WITNESS: Stephen R. Manning
Stephen R. Manning

BORROWER: Yvonne Baidy
Yvonne Baidy

WITNESS: Stephen R. Manning
Stephen R. Manning

EFFECT OF RESCISSION

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

AUTHORIZATION TO DISBURSE LOAN FUNDS

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

Executed under seal this 24th day of October, 2018.

BORROWER: Earl Baidy
Earl Baidy

WITNESS: Stephen R. Manning
Stephen R. Manning

BORROWER: Yvonne Baidy
Yvonne Baidy

WITNESS: Stephen R. Manning
Stephen R. Manning

TRUTH IN LENDING DISCLOSURE STATEMENT

DATE: October 19th 2018

Loan Applicant(s): Earl & Yvonne Baidy

Loan Secured by Mortgage Covering Property at 55-57 Dexter Street, Springfield, MA 01105

AMOUNT FINANCED: \$82,525.00

TOTAL OF PAYMENTS:

The total amount financed (and secured by the Mortgage) shall, at the option of the Lender, become **immediately due and payable in full** if:

- The Borrower fails to continue to use the property as his/her principal residence.
- The Borrower fails to make rental units at the property available to households with income at or below 80% of area median income.

Any financed amount that has not been forgiven pursuant to the terms of the Agreement, Note, and Mortgage, shall, at the option of the Lender, become **immediately due and payable in full** if there is a sale or transfer of the mortgaged property.


FINANCE CHARGE: \$ 0.00

MORTGAGE CLOSING COSTS: \$ 175.00 – recording fee


DUE DATE: See above, at Total of Payments.

FINAL MATURITY: 45 days after the final disbursement of Principal to Borrower

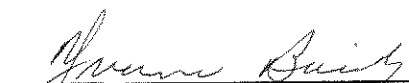
I/we acknowledge receipt of a copy of this statement on October 19th, 2018.



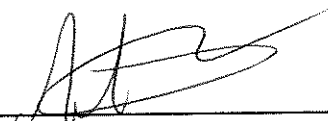
Earl Baidy – Homeowner



Witness Stephen R. Manning



Yvonne Baidy – Homeowner



Witness Stephen R. Manning

CERTIFICATE OF TITLE

To: City of Springfield, Office of Housing

I have examined the title to the premises described in a mortgage dated October 19, 2019, given by Earl Baidy and Yvonne Baidy, to you, in the records of the Hampden County Land Court Registry and of the Probate Court for the County of Hampden, and I hereby certify that at the time I recorded said mortgage the Mortgagors held a good and sufficient record title to the mortgaged premises free from all encumbrances, excepting only matters which are expressly enumerated in Schedule "A" of this Certificate of Title, and I further certify that the Mortgagee holds a good and sufficient record second Mortgage to the property, subject only to such matters enumerated in Schedule "A".

I am informed by the Tax Collector of the City of Springfield in which the premises are located that all taxes and other municipal assessments on or against said premises now due have been paid through September 30, 2018.

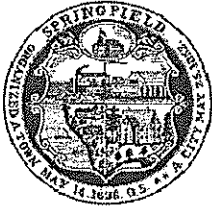
This Certificate of Title expressly excludes any opinion as to the effect on the title of the following listed exceptions:

1. Any matter which does not appear in the records of said Registries.
2. Any state of facts or error of description which a recent accurate survey or personal inspection of the premises would disclose.
3. Any existing Federal or State Laws, Municipal Ordinances or By-Laws which may affect the use and physical condition of the premises, including but not limited to existing zoning and subdivision control laws and regulations, State Sanitary Code, State Building Code and Lead Paint Law.
4. Any opinion as to the physical condition of said premises.

Said Mortgage recorded in Hampden County Land Court Registry as Document No. 210 297, in Certificate of Title No. 15524

Date: October 24, 2018

.....
Attorney at Law: Stephen R. Manning



**City of Springfield
Office of Disaster Recovery and Compliance**

CDBG National Disaster Resilience Program
Awarding Federal Agency: United States Department of Housing and Urban Development
Federal Award Number: B-13-MS-25-0002

SUBROGATION AND ASSIGNMENT AGREEMENT

This Subrogation and Assignment Agreement ("Agreement") is made and entered into on this /st day of November, 2018, by and between **Earl D. Baidy and Yvonne Baidy** ("Subrecipient") and the **City of Springfield**.

1. Assignment Relating to Funds Received under CDBG-Disaster Recovery Program

In consideration of Subrecipient's receipt of funds under the CDBG National Disaster Resilience (CDBG-NDR) Program administered by the City of Springfield, Subrecipient hereby assigns to the City of Springfield all of Subrecipient's future rights to reimbursement and all payments received under any policy of casualty or property damage insurance (the "Policies") or under any reimbursement or relief program related to or administered by the Federal Emergency Management Agency ("FEMA") or the Small Business Administration ("SBA") for physical damage to the Structure (defined below) that was the basis of the calculation of Subrecipient's award to the extent of the Note or Loan proceeds paid to Subrecipient under the Program. The proceeds or payments referred to in the preceding sentence, whether they be from insurance, FEMA or the SBA, shall be referred to herein as "Proceeds." The rights Subrecipient assigns are specific to the structure with respect to which Note or Loan proceeds were paid (the "Structure") which is described in Subrecipient's application with the Program, and include proceeds arising out of physical damage to the Structure originally caused by the June 2011 Tornado but also including Proceeds received for damage to the Structure caused by any subsequent event that occurred until the commencement of repair or reconstruction utilizing Program funds. The Policies include, but are not limited to, policies characterized as wind, flood or any other type of casualty or property damage insurance coverage held by Subrecipient and which provides coverage for physical damage to the Structure.

2. Cooperation and Further Documentation

Subrecipient agrees to assist and cooperate with the City of Springfield should the City of Springfield elect to pursue any of the claims Subrecipient has against the insurers for reimbursement under any such policies. Subrecipient's assistance and cooperation shall include allowing suit to be brought in Subrecipient's name(s), giving depositions, providing documents, producing records and other evidence, testifying at trial and any other form of assistance and cooperation reasonably requested by the City of Springfield. Subrecipient further agrees to assist and cooperate in the attainment and collection of any Proceeds that the Subrecipient would be entitled to under any applicable FEMA or SBA program as described above. If requested by the City of Springfield, Subrecipient agrees to execute such

further and additional documents and instruments as may be requested to further and better assign to the City of Springfield, to the extent of the Note or Loan proceeds paid to Subrecipient under the Program, the Policies, the disaster relief funds from FEMA or SBA and/or any rights thereunder, and to take, or cause to be taken, all actions and to do, or cause to be done, all things requested by the City of Springfield to consummate and make effective the purposes of this Agreement.

3. **Authorization for City of Springfield to Contact Third Parties** Subrecipient explicitly allows the City of Springfield to request of any company with which Subrecipient held Policies or FEMA or the SBA any non-public or confidential information needed by the City of Springfield to monitor/enforce its interest in the rights assigned to it under this Agreement and to give Subrecipient's consent to such company to release said information to the City of Springfield.

4. **Agreement to Turn over Proceeds; Future Reassignment** If Subrecipient (or any entity holding a lien on the Structure, except to the extent required by superior loan documents) hereafter receives any insurance payment or disaster relief or reimbursement funds for physical damage to the Structure (not including proceeds received to cover contents), Subrecipient agrees to promptly pay such amounts to the City of Springfield if Subrecipient received grant proceeds under the Program in an amount greater than the amount Subrecipient would have received if such insurance and/or disaster relief or reimbursement payment had been considered in the calculation of Subrecipient's award. Once the City of Springfield has recovered an amount equal to the grant proceeds paid to Subrecipient, the City of Springfield will reassign to Subrecipient any rights assigned to the City of Springfield pursuant to this Agreement.

5. **Mortgage City of Springfield Rights** Subrecipient acknowledges that this Agreement does not impair Subrecipient's mortgage or City of Springfield's rights as loss-payee under any deed of trust or mortgage on the Structure.

6. **Miscellaneous**

(a) **WARNING: Subrecipient is hereby notified that intentionally or knowingly making a materially false or misleading written statement to obtain property or credit, including a mortgage loan, is a violation of Massachusetts General Law Part IV Title I Chapter 266 Section 67b, and, depending, is punishable by imprisonment for up to five years and/or a fine not to exceed \$10,000.00.**


(b) Subrecipient hereby represents that he/she has received, read, and understand this notice of penalties for making a materially false or misleading written statement to obtain a home loan.

(c) Subrecipient represents that all statements and representations made by Subrecipient regarding Proceeds received by Borrower shall be true and correct as of the date of Closing.

(d) In any proceeding to enforce this Agreement, the City of Springfield shall be entitled to recover all costs of enforcement, including actual attorney's fees.

EXECUTED this 1st day of November, 2018.

SUBRECIPIENT:



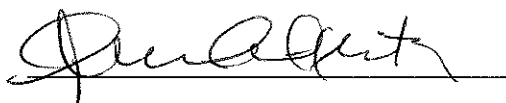
Earl D. Baidy



Yvonne Baidy

EXECUTED this day of , 2018.

CITY OF SPRINGFIELD:

By: 
Name: Geradine McCafferty
Title: Director of Housing

SIGNATURE/NAME AFFIDAVIT

DATE: October 19, 2018

BORROWER: Earl Baidy

THIS IS TO CERTIFY THAT MY LEGAL NAME IS AS WRITTEN AND TYPED BELOW.

Earl Baidy
Print or Type Name

Earl Baidy
Signature

I AM ALSO KNOWN AS:

Earl D. Baidy

Earl Baidy, Sr.

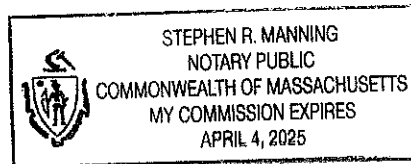
Earl D. Baidy, Sr.

COMMONWEALTH OF MASSACHUSETTS

Hampden, ss.

On this 19th day of October, 2018, before me, the undersigned notary public, personally appeared Earl Baidy, proved to me through satisfactory evidence of identification, which was a MA Driver's License to be the person whose name is signed on the preceding or attached document, and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of his knowledge and belief.

[Signature]
Notary Public
My commission expires:



SPECS BY LOCATION/TRADE

7/26/2018

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

Case Number: _____
 Project Manager: _____
 Phone: _____

Address: 55-57 Dexter Street	Unit: Unit 01
Location: 1 - General Requirements	Approx. Wall SF: 0 Ceiling/Floor SF: 0

Spec #	Spec	Quantity	Units	Unit Price	Total Price
Trade: 1	General Requirements				
10	OWNER ACCEPTS SCOPE OF WORK	1.00	DU		
	The undersigned applicant(s) certifies that he/she has participated in the development of this Work Write Up (WWU) with the "Date Inspected" date of _____ & referred to as Exhibit 1. After careful review the applicant understands & accepts the work described & has initialed & dated each page of this WWU. x <u>Ed Bradley 7/26/18</u> Applicant _____ Date _____ Applicant _____ Date _____				
14	CONTRACTOR ACCEPTS SCOPE OF WORK	1.00	DU		
	The undersigned contractor certifies that he/she has carefully reviewed & agrees to perform the work described in this Work Write Up (WWU) with the "Date Inspected" date of _____ & referred to as Exhibit 1. The contractor shall initial & date each page of the WWU. x _____ Date _____ Contractor _____ Date _____				
28	VENTILATION--ASHRAE 62.2-GENERAL REQUIREMENTS	1.00	GR		
	This dwelling unit must have a ventilation system that meets ASHRAE 62.2. See http://www.ashrae.org/technology/page/548 and http://www.buildingscience.com/documents/reports/tr-0502-review-of-residential-ventilation-technologies/				
30	WALL NAMING PROTOCOLS	1.00	EA		
	Walls and attached components shall be identified with the letters A, B, C & D. Wall A is always the wall that is closest to the address elevation or the "street side" of the house. Moving clockwise, the walls are then B, C, D. To name components, for example, a window as a subset of 4 windows on the D wall, the first would window is Window D1. The last is window D4 moving in a clockwise direction. These locational markers may also be combined with the adjectives: left, right, upper, lower. For example: Replace the right side window casing at window D3.				
31	CONSTRUCTION DEFINITIONS	1.00	GR		
	"Install" means to purchase, set up, test and warrant a new component. "Replace" means to remove and dispose of original material, purchase new material, deliver, install, test and warrant. "Repair" means to return a building component to like new condition through replacement, adjustment and recoating of parts. "Reinstall" means to remove, clean, store and install a component.				
34	LINE ITEM BREAKDOWN	1.00	DU		
	The apparent winning bidders shall provide the owner with a line item cost breakdown within 3 working days of a request.				
35	VERIFY QUANTITIES/MEASUREMENTS	1.00	GR		
	All Quantities stated in the attached specifications for this address using Units of Measure other than Each (EA), Room (RM) or Dwelling Unit (DU) (e.g. SF of Drywall) are for the contractor's convenience and must be verified by the contractor at a mandatory site inspection prior to bid submission. All quantities stated in the Units of Measure Each (EA), Room (RM) or Dwelling Unit (DU) are as stated. Discrepancies in Quantities found by the contractor must be communicated to the Housing Rehabilitation Specialist prior to the submission of a bid. Claims for additional funds due to discrepancies in Quantities shall not be honored if submitted after the bid submission.				
40	ALL PERMITS REQUIRED	1.00	AL		
	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.				

Address: 55-57 Dexter 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				
45	CONTRACTOR PRE-BID SITE VISIT 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.	1.00	DU		
55	WORK TIMES 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.	1.00	GR		
77	NEW MATERIALS REQUIRED 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.	1.00	GR		
78	WORKMANSHIP STANDARDS 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.	1.00	GR		
85	CLOSE-IN INSPECTIONS REQUIRED 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.	1.00	GR		
90	1 YEAR GENERAL WARRANTY 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.	1.00	DU		
120	FINAL CLEAN Remove from site all construction materials, tools and debris. Sweep clean all exterior work areas. Vacuum all interior work areas, removing all visible dust, stains, labels and tags. Clean all windows referenced in specifications.	1.00	RM		
9008	ENVIRONMENTAL REHAB-RRP REQUIREMENTS Any contractor performing renovation, repair, and painting projects that disturb lead-based paint in pre-1978 homes must comply with EPA 40 CFR Part 745(Lead; Renovation, Repair, and Painting Program), be certified by the EPA as a Renovation Firm and must use Certified Renovators who are trained by EPA-approved training providers to follow lead-safe work practices.	1.00	GR		

Trade: 9 Environmental Rehab

9002	APPLICABLE LEAD-SPECIFIC DEFINITIONS Abatement: Any set of measures designed to permanently (permanent = expected life span of at least 20 years) eliminate lead-based paint or lead-based paint hazards. CFR - The Code of Federal Regulations: De minimus - Safe work practices and clearance are required when more than: - 20 SF on exterior - 2 SF per interior room - 10% of small component is deteriorated or will be disturbed by renovation. Interim Controls: A set of measures designed to reduce temporarily human exposure or likely exposure to lead-based paint hazards. Interim controls include, but are not limited to, repairs, painting, temporary containment, specialized cleaning, clearance, ongoing lead-based paint maintenance activities, and the establishment and operation of management and resident education programs. Work site: An interior or exterior area where lead-based paint hazard reduction activity takes place. There may be more than one work site in a dwelling unit or at a residential property. Clearance: An activity conducted following lead-based paint hazard reduction activities to determine that the hazard reduction activities are complete and that no soil-lead hazards or settled dust-lead hazards, as defined in this part, exist in the dwelling unit or work site. The clearance process includes a visual assessment and collection and analysis of environmental samples. Dust-lead standards for clearance are found at Sec. 35.1320. See 24CFR Part 35 - Subpart B - Section 35.110 Definitions, for additional definitions.	1.00	GR		
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Address: 55-57 Dexter 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

9003	LEAD-SPECIFIC LAWS, RULES, REGULATIONS & GUIDELINES	1.00	GR		
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The execution of this work shall comply with all applicable federal, state and local laws, rules, regulations and guidelines for lead dust environments, including but not limited to: 29 CFR 1926.62 - Lead Construction Standard; 29 CFR 1910.1200 - Hazard Communication Standard; 40 CFR Part 745 - Lead-Based Paint Poisoning Prevention in Certain Residential Structures (EPA Regulations); 24 CFR Part 35 - HUD's Lead Safe Housing Rule.

Location Total: 18,934.00

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

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

902	CONCRETE FLATWORK--SIDEWALKS	240.00	SF		<u>960.00</u>
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The Contractor shall demo existing damaged sidewalks, construct new sidewalks that shall be a minimum of Thirty Six inches (36") in width, with a minimum thickness of three (3) inches in accordance with specifications. All concrete shall contain 3% entrained air, exhibit 2200 psi at 28 days and have a slump less than 4.5. A gravel or sand base must be compacted to 90%. Install control joints at 3 intervals, and seams are required. Finished area shall drain water away from house and be free of vandalism.

Trade: 10 Carpentry

3210	STORM DOOR--ALUMINUM	1.00	EA		<u>450.00</u>
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Remove and dispose of old door. Install an aluminum combination storm and screen door with white baked enamel aluminum finish and top chain.
SIDE DOOR ENTRANCE.

3500	PORCH CEILING--1/4" BC PLYWOOD	90.00	SF		<u>450.00</u>
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Cover porch ceiling with 1/4" BCX plywood. Install cove molding at perimeter and 2" wide batten strips at seams.
Rear Porch 1st floor

3550	PORCH LATTICE--REPLACE	40.00	SF		<u>240.00</u>
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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

3560	PORCH--REBUILD COMPLETE	170.00	SF		<u>13,600.00</u>
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Support porch roof in place. Remove deteriorated porches. Construct 10" concrete sonotube piers, 2"x 10" joists with 1/2" tongue and groove Fir flooring to support child-proof wood guard railings and 6" square posts for roof. Dispose of existing steps. Construct a preservative treated pine railing using 2"x 4" top and bottom rails, and 2"x 2" balusters face nailed 6" on center. Create a 3'6" high railing between 6"x 6" end posts. Construct a replacement unit with (4) 2"x 12" preservative treated pine stringers, 5/4" PTP stepping stock treads, on a solid concrete footer. Frame stairs 6' wide connecting to existing landing. Construct wooden handrails with balusters on both side 32" above tread nosing. Structural lumber and deck shall be preservative treated.
Rear Porches

3590	STEPS/LANDING--REPL EXTERIOR	4.00	EA		<u>600.00</u>
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Dispose of existing steps. Construct a replacement unit with (4) 2"x 12" preservative treated pine stringers, 5/4" PTP stepping stock treads, on a solid concrete footer. Frame stairs 6' wide connecting to existing landing. Construct wooden handrails with balusters on both side 32" above tread nosing.
Front Steps

Trade: 15 Roofing

Address: 55-57 Dexter Street Unit: Unit 01
 Location: 2- Exterior Approx. Wall SF: 0 Ceiling/Floor SF: 0

Spec #	Spec	Quantity	Units	Unit Price	Total Price
Trade: 15 Roofing					
4585	REROOF--1/2" DECK/FIBERGLASS SHINGLE Remove left side of roof to deck. Install 1/2" CDX plywood over entire roof. Install 36 inch wide strips of Grace Ice and Water Shield at the eaves and in the valleys. Install 15 lb. felt as underlayment on the remainder of the decking. Install Architectural shingles to match other side of roof, 35 year warranty fiberglass/ asphalt strip shingles. Replace all flashing, including valleys, with .019 aluminum. Install step flashing at all wall junctures. Color to match existing other side of roof. Re-install gutters and spouts.	9.00	SQ		<u>4850</u>
4601	**GUTTER & D.S./ACCESSORIES** Recommend to install 6' -8' extensions to all downspouts to divert water away from foundation.	5.00	EA		<u>250.00</u>
Location Total:					<u>5100.00 21,400</u>

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

Spec #	Spec	Quantity	Units	Unit Price	Total Price
Trade: 7 Masonry					
1230	MASONRY--REPOINT Remove all peeling paint. Cut out mortar at least 1/2". Remove all loose material with clear water. Saturate joints with water and repoint in 1/2" lifts using portland cement mortar. Reinstall flashing, tool concave joints and clean brick face.	400.00	SF		<u>2800.00</u>
Trade: 9 Environmental Rehab					
2070	ASBESTOS ABATEMENT Secure & isolate room, provide protective floor coverings when not removing floor tile. Pre-treat surface with wetting agent. Provide worker protection including whole body coveralls, respirators, & decontamination area. Dispose of asbestos in clearly identified disposal drums & HEPA vacuum entire area. OLD STEAM BOILER	1.00	AL		<u>1500.00</u>
2080	ASBESTOS PIPE INSUL-ENCAPSULATE Encapsulate asbestos pipe or duct covering with approved sealants per EPA requirements.	75.00	LF		<u>2500.00</u>
Trade: 10 Carpentry					

2540	STAIRCASE--REPLACE BASEMENT 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.	10.00	EA		<u>1000</u>
3185	DOOR--PREHUNG METAL ENTRANCE 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 Lockset. Prime and top coat. BOTTOM OF HATCHWAY STEPS	1.00	EA		<u>650.00</u>
3605	DOOR--METAL BASEMENT HATCHWAY/STEPS Install a metal basement hatchway door such as "Bilco" to cover the exterior bulkhead and install new wooden basement steps per manufacturer's instructions to provide waterproof and secure protection.	1.00	EA		<u>1800.00</u>

Trade: 21 HVAC					
6240	OIL TANK--275 GALLONS REMOVAL Clean, remove, and dispose of abandoned 275 Gallon oil tank and appurtenant piping for the tank. The work shall include the removal and proper disposal of fuel and residual in the tanks and associated piping between the tanks and the building. Disconnect and dispose of oil tank to code legal dump. Patch all holes from piping in foundation.	1.00	EA		<u>800.00</u>
6245	BOILER--GAS REPLACE--COMPLETE Dispose of heating equip. & radiators to code legal landfill. Size & install a gas fired, cast iron, jacketed boiler, distribution	1.00	EA		<u>5500.00</u>

Address: 55-57 Dexter 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
 piping & baseboard convectors to service entire house. Installation includes all power & control wiring, a set back thermostat, expansion tank, one circulation pump, water & gas supply & flue piping. Installation required to maintain 70F. indoor temperature when outdoor temperature is -10 F. Min. AFUE rating 86.

6365	RADIATOR--VALVES AND KNOBS	1.00	AL		800.00
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Install a cast iron radiator regulating valve and missing control knobs at following locations:
 Control Valve -- 1st Floor front bedroom
 Radiator knobs -- 1st floor front hall & rear bedroom. 2nd fl bathroom

Trade: 22 Plumbing

7070	WATER HEATER--40 GALLON GAS	2.00	EA		2000.00
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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.
 1st and 2nd floor

Trade: 23 Electric

7475	ELECTRIC SERVICE--200 AMP	1.00	EA		3600.00
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Replace existing electrical service with a residential, 200 amp service, main disconnect, 110/220 volt, (2) 24 circuit panel board, meter socket, weather head, service cable, and ground rod and cable. Relocate electrical meters to exterior of house. Seal exterior service penetrations to maintain a waterproof building envelope.

7667	ELECTRIC DISTRIBUTION--CUSTOM KNOB & TUBE	1.00	AL		2500.00
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Electrical Contractor will inspect and assess the house to identify knob and tube wiring. All visible knob and tube wiring will be replaced with new appropriate wiring in accordance with the NEC National Electrical Code and local codes.
 Old wiring will be rendered inoperable and removed by licensed electrician in accordance with the NEC National Electrical Code and local codes
 Basement Area

Trade: 1600 Electrical (CSI)

6610	WATER WATER--GROUNDING	1.00	AL		150.00
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Repair disconnected electric service ground wire on water meter and install jumper ground across meter per the current National Electric Code.

Location Total: 25,600

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

Spec #	Spec	Quantity	Units	Unit Price	Total Price
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Trade: 17 Drywall & Plaster

5235	LAMINATE 3/8" DRYWALL	145.00	SF		1158
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Hang 3/8" gypsum over wall or ceiling surface with screws 8" on center and a bead of construction adhesive 20" on center. Remove top molding from 3-piece base and reinstall after surface is paint-ready. Tape, 3-coat finish and sand ready for paint. Prime and paint new ceiling 1 coat flat paint.
 1ST FLOOR HALLWAY

5270	DRYWALL--1/2" COMPLETE	120.00	SF		960
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Hang, tape and 3 coat finish 1/2" drywall. Apply a 3/8" bead of low VOC drywall adhesive to each framing member and install using drywall screws min. 1 5/8 long, 8" on center. Run boards with long dimension perpendicular to framing members. Tape, 3 coat finish, and sand ready for paint. Install 3/8" ogee or shoe molding. Prime and apply of flat latex paint.

Address: 55-57 Dexter Street Unit: Unit 01

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

Spec #	Spec	Quantity	Units	Unit Price	Total Price
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Trade: 17 Drywall & Plaster
2ND FLOOR FRONT BEDROOM

Trade: 23 Electric

7430 CERTIFY ELECTRIC DISTRIBUTION 1.00 AL 2000.00
Electrician shall inspect all exposed wiring, motors, fixtures and devices for malfunction, shorts and housing code compliance. Non-functioning and dangerous equipment and wiring shall be replaced with Romex wire, ivory devices and fixtures, with \$20 per fixture allowance. The service panel shall conform to the BOCA Existing Structures code.
THE MAJORITY OF OUTLETS HAVE NO POWER OR OPEN GROUND/REVERSED POLARITY CONNECTIONS.

7675 REPLACE LIGHT SWITCH 2.00 EA 300.00
Replace light switch with single pole, ivory toggle switch and ivory plastic cover plate.
FRONT 2ND TO 3RD FLOOR STAIRCASE

7805 SMOKE DETECTOR--BATTERY POWERED 5.00 EA 425.00
Install a UL approved, ceiling mounted, battery powered smoke and fire detector and battery.
1ST, 2ND AND 3RD FLOORS

Trade: 27 Fire Protection

8722 CARBON MONOXIDE DETECTOR 3.00 EA 255.00
Install a hard wired or plug-in carbon monoxide detector with battery back up and with a digital display capable of showing both peak CO level recorded by the alarm since it was last reset or unplugged, and the present level of carbon monoxide the unit is sensing.
1ST, 2ND AND 3RD FLOORS

Location Total: 5048.00

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

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

2520 HANDRAIL--REPLACE INTERIOR 35.00 LF 770.00
Install 2" round hardwood 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.
REAR STAIRCASES AND BASEMENT

Trade: 17 Drywall & Plaster

5210 DRYWALL--PATCH--LARGE 50.00 SF 750.00
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.
FRONT STAIRCASE 2ND TO 3RD FLOOR

Trade: 19 Paint & Wallpaper

5465 REPAIR CRACKS/HOLES FOR PAINT 100.00 SF 800.00
Repair all peeling paint and cracks on wall and ceilings with fiberglass drywall tape and compound. Fill holes with spackle or drywall compound. Feather edges and wet sand. Spot prime all unpainted surfaces with alkyd primer.
REAR STAIRCASE FROM BASEMENT TO ATTIC

Trade: 23 Electric

Address: 55-57 Dexter Street Unit: Unit 01

Location: 5 Stairs Approx. Wall SF: 0 Ceiling/Floor SF: 0

Spec #	Spec	Quantity	Units	Unit Price	Total Price
8145	ELECTRIC-CUSTOM Remove existing wall light fixture, cap off wires and install cover plate. 1ST FLOOR FRONT STAIRCASE	1.00	EA		<u>175.00</u>
Location Total:					<u>2495.00</u>

Location: 6 Kitchens Approx. Wall SF: 0 Ceiling/Floor SF: 0

Spec #	Spec	Quantity	Units	Unit Price	Total Price
Trade: 10 Carpentry					
3705	CABINETS-REPAIR Repair loose hanging cabinets over kitchen sink by rehangng plumb and level and replacing missing hardware, doors and drawers. Securely refasten loose hardware. Clean all surfaces with detergent. 1ST FLOOR KITCHEN	5.00	LF		<u>300.00</u>
3745	CABINET-CUSTOM Repair hole in bottom of base cabinet with 1/4" plywood. 2ND FLOOR KITCHEN	1.00	EA		<u>100.00</u>

Trade: 22 Plumbing

6810	FAUCET-KITCHEN SINGLE LEVER-2.0 GPM Install a single lever, washerless, metal bodied faucet with 15 year drip-free guarantee and maximum flow of 2 gallons per minute. 2ND FLOOR KITCHEN	1.00	EA		<u>250.00</u>
6835	SINK-DOUBLE BOWL COMPLETE Install a 22 gauge 33" x 22" x 7" double bowl, stainless steel, self rimming kitchen sink including a steel, metal body faucet, rated at 2.0 GPM or less, with a 15 year drip-free warranty, grease trap, supply lines, full port ball type shut-off valves & escutcheon plates on all supply & drain lines. NOTE: All copper is to be soldered (no compression fittings) & all PVC fittings glued.	1.00	EA		<u>250.00</u>

Trade: 23 Electric

7595	RECEPTACLE-GFCI COUNTERTOP 15 AMP Install a flush mounted, ground fault circuit interrupted, ivory, duplex receptacle and ivory cover plate. If mounted over a countertop install no more than 46 inches above floor height. 1ST FLOOR KITCHEN NEXT TO SINK	1.00	EA		<u>175.00</u>
7840	RANGE HOOD-RECIRCULATING Install a 30", recirculating, enameled metal range hood with light, charcoal filter, and washable grease filter using #14 copper Romex. Owner's choice of color. INSTALL NEW HOODS IN BOTH KITCHENS ATTACHED TO WALL CABINETS.	2.00	EA		<u>400.00</u>
Location Total:					<u>1475.00</u>

Location: 7 Bathrooms Approx. Wall SF: 0 Ceiling/Floor SF: 0

Spec #	Spec	Quantity	Units	Unit Price	Total Price
Trade: 18 Ceramic Tile					
5410	CERAMIC TILE-REPAIR Remove damaged tiles. Cut and thin set ceramic tile of matching color and size. RegROUT entire surface and apply mildew resistant white silicone caulk to all seams, fixture lips and pipe penetrations.	40.00	SF		<u>800.00</u>

Address: 55-57 Dexter Street Unit: Unit 01
 Location: 7 - Bathrooms Approx. Wall SF: 0 Ceiling/Floor SF: 0

Spec # Spec Quantity Units Unit Price Total Price

Trade: 18 Ceramic Tile
 2ND FLOOR BATHROOM

Trade: 22 Plumbing

6720 TRAP--REPLACE 1.00 EA 250.00
 Replace missing P-trap from under bath sink.
 1ST FLOOR BATHROOM

6755 DRAIN LEAKING--CUSTOM 1.00 EA 250.00
 Repair leaking bath tub drain pipes behind cast iron tub.
 1ST FLOOR BATHROOM.

6900 VANITY--24" COMPLETE 1.00 EA 500.00
 Install a 24" 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 eschucion plates. Cabinets must comply with California 93120 (formaldehyde content) or all exposed edges must be sealed with a low-VOC sealant.
 2ND FLOOR BATHROOM.

7012 COMMODE--REPLACE--1.28 GPF 2.00 EA 450 900.00
 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>
 Include a manufacturer's approved plastic or pressed wood white seat, supply pipe, shut-off valve, and wax seal.
 BOTH BATHROOMS

Trade: 23 Electric

7590 RECEPTACLE--GFCI BATH 1.00 EA 175.00
 Install a flush mounted, ground fault circuit interrupted ivory duplex receptacle with ivory cover plate adjacent to lavatory using copper non-metallic cable. Fish wire and repair all tear out.
 1ST FLOOR BATHROOM.

7823 EXHAUST FAN--CONTINUOUS MODULATING-MOTION DETECTOR SWITCH 2.00 EA 600 1200
 Install a Panasonic Whisper Green Model # FV-08VKM3 ceiling mounted ENERGY STAR qualified exhaust fan fixture with a modulating DC motor capable of 80 CFM operating at less than .3 Sones, switched by a built in motion detector and night light, the capacity to run continuously at a preset CFM rating, a time delay feature for the boost setting, vented w/ damper to exterior. Install 4" galvanized metal duct (not flex duct) and vent to the exterior ideally through a wall or gable end using a 4" hooded vent with damper. All duct seams and connections shall be sealed with duct mastic. Insulate ductwork in unconditioned space with vinyl or foil faced R 8 minimum duct insulation. Slope duct runs to the exterior at 1/4" per foot. Repair any damage to the ceiling installation and air seal fan/light assembly to the ceiling with low VOC caulk. Set the continuous level of ventilation to meet ASHRAE 62.2 and set the time delay switch to 20 minutes.
 1ST AND 2ND FLOOR BATHROOMS

Location Total: 4075.00

Location: 8 - Attic Approx. Wall SF: 0 Ceiling/Floor SF: 0

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

Address: 55-57 Dexter Street Unit: Unit 01

Location: 8 - Attic Approx. Wall SF: 0 Ceiling/Floor SF: 0

Spec #	Spec	Quantity	Units	Unit Price	Total Price
Trade: 10 Carpentry					
3525	GUARD RAIL--WOOD	10.00	LF	<u>45.00</u>	<u>450.00</u>
Construct a wooden guard 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. AT TOP OF REAR ATTIC STAIRWAY.					

Trade: 17 Drywall & Plaster					
5355	PATCH PLASTER	400.00	SF		<u>2200.00</u>
Cut back damaged plaster. Cut out cracks 1/4" wide in a vee joint. Renail all loose lath. Install 1/8" flat rib metal lath where wood is not reusable. Apply basecoat, allowing at least 1/16" for finish coat. After 24 hour cure, apply finish coat. REPAIR ALL DAMAGE WALLS AND CEILINGS.					

Location Total: 3050.00

298.00

Unit Total for 55-57 Dexter Street, Unit Unit 01:

Address Grand Total for 55-57 Dexter Street: \$82,525.00

Bidder: *[Signature]*
Bruce Arnold President
Arnold Construction Inc.

3727 Cabinet - wood wall

Install New 30" upper Cabinets constructed of Solid Hardwood 2.00 Ea \$199 \$398.00

Both Kitchens For Installation of stove Hood Vents

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

Requisition 19006690-00 FY 2019

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

Page 1

Vendor
 EARL BAIDY SR
 57 DEXTER ST

Ship To
 COMMUNITY DEVELOPMENT
 1600 EAST COLUMBUS AVE

SPRINGFIELD, MA 01105
 USA
 Tel#886-5050

SPRINGFIELD, MA 01103
 NGREAVES@SPRINGFIELD CITYHALL.COM

Delivery Reference
 NIGEL GREAVES

C# 20190358

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
11/07/18	018471				COMMUNITY DEVELOPMENT

LN	Description / Account	Qty	Unit Price	Net Price
General Notes				
001	CONTRACT PENDING CDBG-NDR HEALTHY HOMES REHAB FOR PROPERTY LOCATED AT 55-57 DEXTER ST, SPFLD, MA	1.00 EACH	82525.00000	82525.00
1	26451815-530105-64516		82525.00	
Ship To COMMUNITY DEVELOPMENT 1600 EAST COLUMBUS AVE SPRINGFIELD, MA 01103 Delivery Reference NIGEL GREAVES				

Requisition Link

Requisition Total 82525.00

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

Account	Amount	Remaining Budget
26451815-530105-64516	82525.00	3951730.66
CDBG-NDR-HEALTH HOMES	PROFESSIONAL SERVICES	

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

Activity	Date	Clerk	Comment
Approved	11/07/18	Amanda Pham	Auto approved by: cak
Approved	11/07/18	Cathy Buono	
Queued	11/07/18	Hamediah Mohamed	

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

Requisition 19006690-00 FY 2019

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

Page 2

Vendor
 EARL BAIDY SR
 57 DEXTER ST

Ship To
 COMMUNITY DEVELOPMENT
 1600 EAST COLUMBUS AVE

SPRINGFIELD, MA 01105
 USA
 Tel#886-5050

SPRINGFIELD, MA 01103
 NGREAVES@SPRINGFIELD CITYHALL.COM

Delivery Reference
 NIGEL GREAVES

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
11/07/18	018471				COMMUNITY DEVELOPMENT

LN	Description / Account	Qty	Unit Price	Net Price
Queued	11/07/18 Melanie Acobe			
Queued	11/07/18 Christopher Fraser			
Queued	11/07/18 Heather Potito			
Queued	11/07/18 Tim Brown			
Pending	TJ Plante			
Pending	Lindsay Hackett			
Pending	Lauren Stabilo			