

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

Requisition 19012030-00 FY 2019

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

Vendor
 JOANNE M CREEDON
 48 MADISON AVE
 SPRINGFIELD, MA 01105
 USA

Ship To
 COMMUNITY DEVELOPMENT
 1600 EAST COLUMBUS AVE
 SPRINGFIELD, MA 01103
 NGREAVES@SPRINGFIELDCITYHALL.COM
 Delivery Reference
 NIGEL GREAVES

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/20/19	019134				COMMUNITY DEVELOPMENT

LN	Description / Account	Qty	Unit Price	Net Price
Approved	03/21/19 Hamediah Mohamed			
Approved	03/21/19 Melanie Acobe	Auto approved by:	105002	
Approved	03/21/19 Christopher Fraser	Auto approved by:	105002	
Approved	03/21/19 Heather Potito	Auto approved by:	105002	
Approved	03/21/19 Tim Brown	Auto approved by:	105002	
Approved	03/21/19 Kaiya Hill-Thomas	Auto approved by:	105002	
Queued	03/21/19 Lindsay Hackett	Auto approved by:	105002	
Queued	03/21/19 TJ Plante	Auto approved by:	105002	
Pending	03/21/19 Lauren Stabilo	Auto approved by:	105002	

**CITY OF SPRINGFIELD
HEALTHY HOMES PROGRAM**

**REHABILITATION LOAN AGREEMENT
FOR OWNER-OCCUPANTS**

Whereas, the City of Springfield ("City") is providing financial assistance to Joanne Creedon ("Borrower") from the Healthy Homes Program in the amount of \$158,600.00 to fund rehabilitation of the home located at 48 Madison Avenue, Springfield, MA 01105, according to the terms of the agreed-upon Specs by Location/Trade, dated 10/31/18, attached hereto as Exhibit B and in compliance with Massachusetts and City of Springfield building and health codes. The Healthy Homes program is funded by the federal Community Development Block Grant - National Disaster Resilience (CDBG-NDR) program.

Now, therefore, the parties agree as follows:

Terms of the Loan

Financial assistance is provided as a 0% interest, five-year forgivable loan. As long as the Borrower complies with this Agreement, the principal amount of the loan shall be forgiven at an equal percentage rate of 20% per full year, plus 45 days until it is 100% forgiven after five years, plus 45 days.

Owner Occupancy

The Borrower will use the home as their principal residence for a period of five years, plus 45 days, following final payment to the contractor. In the event that the Borrower continues to own the property, but fails to maintain it as their principal place of residence for the five-year loan term referenced above, the entire sum of the loan will become immediately due and payable.

The Borrower understands that if, during the five-year loan term, part or all of the property is sold or refinanced without the City's prior written consent, the City shall require payment of the amount of the loan outstanding at time of sale.

Rental Units

If the property has multiple units, the Borrower must live in one unit and rent all other units to households with income at or below 80% area median income (AMI) for the five-year loan period. The AMI amount changes from year to year; the required income limits can be obtained from the Springfield Office of Housing.

The Borrower may not evict existing tenants without cause for a period of two years, following final payment to the contractor.

Income Eligibility

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

Schedule

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

Enforcement

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

This contract is signed as of the 28th day of February, 2019.



Joanne Creedon



Geraldine McCafferty, Director
Director, Office of Housing
CITY OF SPRINGFIELD

26881801-530105-68800 \$ 68,300.00
HKU 26451815-530105-64516 \$ 90,300.00

Approved as to Appropriation:

Approved as to Form:

 3/20/19

Office of Comptroller




Law Department

APPROVED:



Chief Administrative and Financial Officer



Domenic J. Sarno, Mayor

**CITY OF SPRINGFIELD
HEALTHY HOME PROGRAM**

**REHABILITATION LOAN AGREEMENT
List of Exhibits**

Healthy Homes Rehabilitation Program Agreement

Exhibit A - Project Budget

Exhibit B - Itemized Repair Specs by Location/Trade

Exhibit C - Mortgage

Exhibit D - Promissory Note

Exhibit E - Section 3 Clause

Exhibit F - Tax Certification for Contracts

Exhibit G - Insurance Binder

Exhibit A

Healthy Homes Rehab Project Budget

Homeowner/Borrower: Joanne Creedon

Project Address: 48 Madison Ave

Project Budget	Amount
Repair/Rehab	\$ 89,100.00
Lead Abatement	\$ 68,300.00
Legal Fees	\$ 700.00
MassSave reimbursement	\$ 200.00
PODS Storage Container	\$ 300.00
Initial Total	\$ 158,600.00

DADS ABATEMENT LLC - Bid Exhibit B

SPECS BY LOCATION/TRADE

10/31/2018

Pre-Bid Site Visit: _____ Case Number: _____
 Bidding Open Date: _____ Project Manager: _____
 Bidding Close Date: _____ Phone: _____
 Initial: _____

Address: 48 Madison Avenue Unit: Unit 01

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

Spec #	Spec	Quantity	Units	Unit Price	Total Price
Trade: 1	General Requirements				
8	OWNER'S FINISH SELECTIONS The owner shall select finish, colors, styles & types of materials from pre-mixed, in stock options. The contractor & property owner shall submit to the Agency, a copy of the agreed upon colors, styles and types of materials prior to job start.	1.00	DU		
10	OWNER ACCEPTS SCOPE OF WORK The undersigned applicant(s), certifies that he/she has participated in the development of this Work Write Up (WU). After carefully review the applicant understands & accepts the work described. <i>[Signature]</i> Applicant: _____ Date: 11-25-18	1.00	DU		
14	CONTRACTOR ACCEPTS SCOPE OF WORK The undersigned contractor certifies that he/she has carefully reviewed & agrees to perform the work described in this Work Write Up (WU). <i>[Signature]</i> Contractor: DADS ABATEMENT LLC Date: 11/20/18	1.00	DU		
24	MANUFACTURER'S SPECS PREVAIL All materials shall be installed in full accordance with the manufacturer's specifications for working conditions, surface preparation, methods, protection and testing.	1.00	GR		
28	VENTILATION--ASHRAE 62.2-GENERAL REQUIREMENTS This dwelling unit must have a ventilation system that meets ASHRAE 62.2. See http://www.ashrae.org/technology/page/548 and http://www.buildingsciences.com/documents/reports/r-0602-review-of-residential-ventilation-technologies/	1.00	GR		
30	WALL NAMING PROTOCOLS Walls and attached components shall be identified with the letters A, B, C & D. Wall A is always the wall that is closest to the address elevation or the "street side" of the house. Moving clockwise, the walls are then B, C, D. To name components, for example, a window as a subset of 4 windows on the D wall, the first would window is Window D1. The last is Window D4 moving in a clockwise direction. These locational markers may also be combined with the adjectives: left, right, upper, lower. For example: Replace the right side window casing at window D3.	1.00	EA		
31	CONSTRUCTION DEFINITIONS "Install" means to purchase, set up, test and warrant a new component. "Replace" means to remove and dispose of original material, purchase new material, deliver, install, test and warrant. "Repair" means to return a building component to like new condition through replacement, adjustment and recasting of parts. "Reinstall" means to remove, clean, store and install a component.	1.00	GR		
32	SUBSTITUTION APPROVAL PROCESS Any requests for substitutions of specified proprietary items must accompany the initial proposal and shall include: the manufacturer's specifications; full installation instructions and warranties. The agency and owner will notify the contractor of decision at contract award.	1.00	GR		
38	VERIFY QUANTITIES/MEASUREMENTS All Quantities stated in the attached specifications for this address using Units of Measure other than Each (EA), Room (RM) or Dwelling Unit (DU) (e.g. SF of Drywall) are for the contractor's convenience and must be verified by the contractor at a mandatory site inspection prior to bid submission. All quantities stated in the Units of Measure Each (EA), Room (RM) or Dwelling Unit (DU) are as stated. Discrepancies in Quantities found by the contractor must be communicated to the	1.00	GR		

Address: 48 Madison Avenue 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				
	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 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.	1.00	AL		\$1,500
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 5:00pm 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		
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		
				Location Total:	\$1,500

Location: 2 - Exterior Approx. Wall SF: 4,200 Ceiling/Floor SF: 1,740

Spec #	Spec	Quantity	Units	Unit Price	Total Price
Trade: 4	Site Work				
465	REMOVE TREE BRANCHES Cut and remove tree branches to legal dump. Remove 11 tree branches off roof to a minimum of 10' back from house. Tree branches on side and rear of house.	1.00	AL		\$2,000
Trade: 7	Masonry				
1230	MASONRY-REPAIR DAMAGED CORNER ON FOUNDATION 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.	1.00	EA		\$600

Address: 48 Madison Avenue Unit: Unit 01

Location: 2 Exterior Approx. Wall SF: 4,200 Ceiling/Floor SF: 1,748

Spec # Spec Quantity Units Unit Price Total Price

Trade: 7 Masonry

1330 CHIMNEY-REPOINT 85.00 SF 4 \$4,000
 Repair chimney above roof area by cutting out mortar at least 1/2", removing all loose material, and repointing using portland cement mortar. Saturate joints with water before applying mortar. Match color as closely as possible. Replace all missing and defective materials with matching materials. Clean mortar and other debris from adjoining surfaces and gutter. Repair chimneys to original white color.
 ALL CHIMNEYS

1340 CHIMNEY CAP 1.00 EA \$2,000 \$2,000
 Repair damaged loose brick on rear chimney and replace damaged chimney cap with similar material.
 Rear chimney damaged from tree branches

Trade: 10 Carpentry

3525 GUARD RAIL-WOOD 85.00 LF \$3,500
 Dispose of any existing railing. Construct new solid wood railings using P-3 top and bottom rails, and 2"x2" square balusters attached 2" on center. Create a 34" high railing between 12" round end posts.

3550 PORCH LATTICE-REPLACE 80.00 SF \$4,000
 Dispose of any existing lattice around porch crawl space. Frame opening with 1"x4" preservative treated pine with vertical members 24" on center. Install 1/4"x2" pine lattice on frame.

3560 PORCH-REBUILD 225.00 SF AR \$12,500 10,700.00
 Support porch roof in place. Remove deteriorated porch. Construct 10" concrete sonotube piers, 2"x10" joists with 3/4" tongue and groove fir flooring to support child-proof wood railing and 12"-14" round fluted posts for roof. Remove existing roofing down to decking; replace all damage decking with 1/2" plywood deck. Install a 60 mil EPDM single ply membrane with adhesive per manufacturer's specs. All membrane flashing, metal flashings and counter flash cones, as well as installation.
 Porch guard railing will be constructed to match 1939 picture with low railings and square 2x2 balusters spaced approx. 2" apart. Support columns will match existing columns.

3590 STEPS-REPL EXTERIOR 5.00 EA 200 \$1,000
 Dispose of existing steps. Construct a replacement unit with three 2"x12" preservative treated pine stringers, 6"x6" PTP stepping stool treads, on a solid concrete footer. Frame stairs 5' wide connecting to front porch landing. Construct a metal pipe handrail on one side 32" above tread nosing. Prime and paint all new wood to owners color choice and paint new metal hand railing to black.

3605 DOOR-METAL BASEMENT HATCHWAY 1.00 EA \$1,500
 Install a metal basement hatchway door such as "Bluco" to cover the exterior stair and door over exterior basement steps per manufacturer's instructions to provide waterproof and secure protection.

Trade: 15 Roofing

4546 EPDM-FULLY ADHERED 1.40 SQ \$4,000
 Remove existing rear porch roofing down to decking. Replace all damaged decking with 1/2" plywood. Install manufacturer's approved underlayment board. Install a 60 mil EPDM single ply membrane with adhesive per manufacturer's specs. All membrane flashing, metal flashings and counter flash cones, as well as installation procedure to follow manufacturer's specs. Replace damage plywood ceiling. Furnish Owner w/20 year labor and materials warranty.
 REAR PORCH ROOF

4635 GUTTER-5" SEAMLESS ALUMINUM 140.00 LF \$2,400
 Dispose of gutter. Install 5", K-type, seamless, .027 gauge aluminum gutter to service roof. White or brown color choice by owner.

4640 DOWNSPOUT-5" SEAMLESS ALUMINUM 60.00 LF \$500
 Dispose of existing downspout. Install 5", square, seamless, .027 gauge, white, aluminum downspout. Strap at least 3' on center. Install extensions on all down spouts 6'-8' long.

Address: 48 Madison Avenue Unit: Unit 01

Location: 2 - Exterior Approx. Wall SF: 4,200 Ceiling/Floor SF: 1748

Spec # Spec Quantity Units Unit Price Total Price

Trade: 15 Roofing

Trade: 19 Paint & Wallpaper

5785 PREP & PAINT EXTERIOR MASONRY 120.00 SF \$2000

Protect ground with drop cloth. Scrape or pressure wash all loose, peeling, cracked and blistered paint from surface. Spot prime with masonry primer. Paint one top coat with masonry paint. Color choice is White.

ALL 3 CHIMNEYS TO BE PAINTED WHITE.

38,200

Location Total:

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

Spec # Spec Quantity Units Unit Price Total Price

Trade: 9 Environmental Rehab

2080 ASBESTOS PIPE INSUL-ENCAPSULATE 75.00 LF \$7500

Encapsulate all damaged suspected asbestos duct covering with approved sealants per EPA requirements.

Trade: 10 Carpentry

2540 STAIRCASE-REPAIR TREADS 1.00 EA \$500

Basement stairs has damaged treads, repair or replace as necessary.

3362 DOOR-PREHUNG PASSAGE-SOLID JAMB 1.00 EA \$800

Field measure and install a 1-3/8" prehung, solid core door with a solid jamb including casing, 2 butt hinges and a privacy lockset.

BASEMENT MATCHWAY ENTRY DOOR.

Trade: 21 HVAC

6003 HVAC-PASSIVE FRESH AIR INTAKE 1.00 EA \$1000

Install a Tamarack passive intake vent (www.eft.org) installed through the specified exterior wall, flashed to be weather-tight, and sealed to the building envelope's air barrier and interior & exterior finishes. The inlet should be carefully located on an outside wall to avoid the addition of contaminants or moisture into the return air system and must be placed a minimum of 10 feet away from sources of auto exhausts, clothes dryer exhaust, outside cooking facilities, laundry dryer vent, exhaust vent of heating units or bath and kitchen exhaust fan vents.

6240 OIL TANK REMOVAL -275 GALLONS 1.00 EA \$4000

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.

Trade: 23 Electric

7425 ELECTRIC PANELS-REPAIRS 2.00 EA \$6000

Inspect panel boxes for code violations. Replace missing screws from main panel box, repair loose wiring, missing knockouts and install cover door for sub-panel box. Include all required materials to meet National Electric Code. REPLACE MISSING COVERS AND REPAIR ANY OUT OF CODE WIRING.

7430 CERTIFY ELECTRIC DISTRIBUTION 1.00 AL \$2000

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. Repair hanging wall outlet on basement staircase and exposed live wires and open junction box in basement area. Install ground cable to water line and jumper ground on across water meter.

Repair hanging wall outlet on basement staircase and exposed live wires and open junction box in basement area. Install ground cable to water line and jumper ground on across water meter.

Address: 48 Madison Avenue

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:	23	Electric			
7460	GROUND WIRE TO WATER METER		1.00	EA	\$ 500
Repair defective electric service ground wire on water meter and install jumper ground across meter per the current National Electric Code.					

Location Total: \$ 2,230.00

Location: 4 - Kitchen

Approx. Wall SF: 649

Ceiling/Floor SF: 323

Spec #	Spec	Quantity	Units	Unit Price	Total Price
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Trade:	7	Masonry			
1325	CHIMNEY CLEANING		1.00	EA	\$ 1,000
Provide a specialized subcontractor to inspect condition of chimney and remove build up of soot and creosote from chimney.					

Trade:	23	Electric			
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7600	RECEPTACLE-GFCI COUNTERTOP 20 AMP		1.00	EA	\$ 800
Install a flush mounted, ground fault circuit interrupted, ivory, duplex receptacle and ivory cover plate using copper non-metallic cable, controlled by a 20 amp circuit breaker. Fish wire and repair all tear out. If mounted over a countertop install no more than 48 inches above floor height.					

7840	RANGE HOOD-RECIRCULATING		1.00	EA	\$ 1,200
Install a 30", recirculating, enameled metal range hood with light, charcoal filter, and washable grease filter. Including all electrical wiring. Owner's choice of color.					
Above Stove Area.					

Location Total: \$ 3,000

Location: 5 - Living Room

Approx. Wall SF: 0

Ceiling/Floor SF: 0

Spec #	Spec	Quantity	Units	Unit Price	Total Price
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Trade:	23	Electric			
7560	RECEPTACLE REPLACE		4.00	EA	\$ 900
Replace all 2 prong non grounded receptacles with ivory GFCI receptacles and ivory cover plate.					

Location Total: \$ 800

Location: 6 - Dining Room

Approx. Wall SF: 607

Ceiling/Floor SF: 284

Spec #	Spec	Quantity	Units	Unit Price	Total Price
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Trade:	23	Electric			
7660	RECEPTACLE REPLACE		2.00	EA	\$ 300
Replace all 2 prong non grounded receptacles with ivory GFCI receptacles and ivory cover plate.					

7678	REPLACE LIGHT SWITCH		1.00	EA	\$ 100
Replace light switch with single pole, ivory toggle switch and ivory plastic cover plate.					

7752	ENERGY STAR INTERIOR CEILING FIXTURE		1.00	EA	\$ 200
Install an Energy Star approved, flush mounted ceiling light fixture using a GU24 Base lamp such as the Efficient Lighting model EL-816-123-W.					

Address: 48 Madison Avenue Unit: Unit 04

Location Total: \$600

Location: 8 Master Bedroom Approx. Wall SF: 542 Ceiling/Floor SF: 226

Spec #	Spec	Quantity	Units	Unit Price	Total Price
Trade: 23	Electric				
7560	RECEPTACLE REPLACE Replace all 2 prong non grounded receptacles with Ivory GFCI receptacles and Ivory cover plate.	2.00	EA		<u>\$300</u>
7753	ENERGY STAR INTERIOR WALL FIXTURE Install an Energy Star approved light fixture using a GU24 base lamp wall fixture such as the Progress Lighting Model # P2896-16EBWB. Live exposed wires from missing fixture.	1.00	EA		<u>\$200</u>

Location Total: \$500

Location: 9 Front Left Bedroom Approx. Wall SF: 608 Ceiling/Floor SF: 285

Spec #	Spec	Quantity	Units	Unit Price	Total Price
Trade: 23	Electric				
7560	RECEPTACLE REPLACE Replace all 2 prong non grounded receptacles with Ivory GFCI receptacles and Ivory cover plate.	2.00	EA		<u>\$300</u>

Location Total: \$300

Location: 10 Rear Bedroom Approx. Wall SF: 616 Ceiling/Floor SF: 292

Spec #	Spec	Quantity	Units	Unit Price	Total Price
Trade: 23	Electric				
7560	RECEPTACLE REPLACE Replace all 2 prong non grounded receptacles with Ivory GFCI receptacles and Ivory cover plate.	3.00	EA		<u>\$900</u>
7890	INSTALL LIGHT SWITCH Install a single pole, Ivory switch and Ivory cover plate. Replace damage, push bottom switch.	1.00	EA		<u>\$200</u>

Location Total: \$1,100

Location: 11 Small Bathroom Approx. Wall SF: 252 Ceiling/Floor SF: 48

Spec #	Spec	Quantity	Units	Unit Price	Total Price
Trade: 10	Carpentry				
3645	CEILING-SUSPENDED Remove existing drop ceiling. Install a 2'x2' T bar suspended ceiling grid with the same size border on opposite sides of room. Run main runners opposite of direction of ceiling joists, with hanger screws, in joists, 24" on center. Install owner's choice of film faced 5/8" thick fiberglass ceiling files within an allowance of \$2 per sf.	50.00	SF		<u>\$1500</u>
4135	BOX-IN PIPING Construct a bulkhead of 1"x10" or 1"x12" pine around sewer pipe using adhesive and screws. Prime and paint new wood.	1.00	AL		<u>\$1000</u>
Trade: 23	Electric				
7590	RECEPTACLE-GFCI BATH 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.	1.00	EA		<u>\$300</u>

Address: 48 Madison Avenue Unit: Unit 01

Location: 11 Small Bathroom Approx. Wall SF: 252 Ceiling/Floor SF: 48

Spec # Spec Quantity Units Unit Price Total Price

Trade: 23 Electric

7821 FAN/LIGHT FIXTURE-CONTINUOUS MODULATING-MOTION DETECTOR SWITCH 1.00 EA \$1200

Install a ceiling mounted, ENERGY STAR qualified Fan/Light 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 the ductwork with vinyl or foil faced R 8 minimum duct insulation. Repair any damage to the ceiling installation and air seal fan/light assembly to the ceiling with low VOC caulk. Set the continuous level of ventilation to meet ASHRAE 62.2 and set the time delay switch to 20 minutes.

Location Total: \$4,000

Location: 12 Attic Approx. Wall SF: 0 Ceiling/Floor SF: 0

Spec # Spec Quantity Units Unit Price Total Price

Trade: 9 Environmental Rehab

4305 MISC. CARPENTRY 1 1.00 EA \$4000

Seal off area in attic above ceiling of finished room to prevent the spread of vermiculite insulation.

Trade: 19 Paint & Wallpaper

5566 PREP & PAINT ATTIC ROOM 197.00 SF \$2000

Remove/cover all hardware, fixtures not to be painted. Wet scrape loose, cracked, peeling, blistered surfaces. Feather edges & dull gloss surfaces with sandpaper. Clean all surfaces with non-phosphate detergent. Spot prime and top coat trim, ceiling, walls, doors & windows with owner's choice of premixed acrylic latex. Include any closets.

Location Total: \$3,000

Location: 13 Office Approx. Wall SF: 346 Ceiling/Floor SF: 192

Spec # Spec Quantity Units Unit Price Total Price

Trade: 10 Carpentry

3635 CEILING TILE REPAIR 12.00 SF \$500

Remove defective portions of the existing ceiling and replace with matching materials. Seal stained areas by covering with white shellac stain sealer. Secure loose ceiling tiles. Topcoat with acrylic latex.

Trade: 23 Electric

7560 RECEPTACLE REPLACE 2.00 EA \$300

Replace all 2 Prong non grounded receptacle with ivory GCI receptacles and ivory cover plate.

Location Total: \$76,100 \$800

Unit Total for 48 Madison Avenue, Unit Unit 01: \$76,100

Address Grand Total for 48 Madison Avenue: \$76,100

Bidder: DADS Abatement LLC Tel: 413-296-9700

**BID OR PROPOSAL
CITY OF SPRINGFIELD - OFFICE OF HOUSING**

Contractor: Dads Abatement LLC Tel: (413) 796-9700

Address: 392 Walnut St. Springfield, MA 01105
Street City State Zip Code

Property Address: 48 Madison Avenue, Springfield 01105

Proposed Project: New Roof

I, the undersigned contractor, have familiarized myself with the requirements of the specifications included in the Invitation to Bid (1/2/19 at 4:10pm) and I understand the extent and character of the work to be done.

I propose to furnish all labor, materials, equipment and permits necessary to accomplish all work on the specifications for the roof replacement at the above property for the sum of:

Thirteen Thousand Dollars (\$ 13,000.00)
Bid Amount Written Out

I understand that this is a federally-funded project. As such, the deadlines below will be strictly enforced.

I will commence work within 10 consecutive calendar days from the date of contract signing, and will complete the work within 10 calendar days after the start of the work.



CONTRACTOR SIGNATURE

01/05/2019
DATE

20-0763307

CONTRACTOR TAX ID. NUMBER

THE OWNER AND/OR THE CITY OF SPRINGFIELD/OFFICE OF HOUSING RESERVE THE RIGHT TO REJECT ANY AND ALL BIDS.

BID PROPOSAL
48 Madison Ave
Springfield, Ma

CITY OF SPRINGFIELD
HEALTHY HOMES PROGRAM

Contractor submitting bid: DADS Abatement LLC
Address: 154 SURLIDGE Dr Springfield ma 01118
Telephone: 478 691-5151-413 796-9700

SUBMIT BIDS TO:

Submit Sealed Bids to: **City of Springfield Office of Housing**
1600 East Columbus Ave, Springfield MA, 01105


NAME OF PROJECT: **48 Madison Ave Lead Abatement**

The undersigned Contractor has inspected the property and has identified all work to be performed according to the Work Write Up, the **Lead Inspection Report** and other related documents. I have performed field measurements and am aware of all components, quantities and methods of abatement or renovation required to complete this project. I propose to furnish all labor, materials and equipment necessary to accomplish ALL WORK identified in the work write-up, specifications, drawings and inspection reports for the deleading and/or rehabilitation of the property located at: **48 Madison Ave, Springfield, MA**

I will commence the work within 10 calendar days from the date the notice to proceed is received and will complete the work within 60 calendar days after starting the work.

Total Bid: \$ 68,300

\$68,300



DATE = 11/20/2013

Contractor Signature

THE FOLLOWING INFORMATION MUST BE PROVIDED WITH THE BID SUBMITTAL:

- CURRENT DELEADER CONTRACTOR LICENSE**
- CONSTRUCTION SUPERVISOR LICENSE**
- HOME IMPROVEMENT LICENSE**
- CURRENT INSURANCE DOCUMENTS**

Bids shall be firm and be may be held for a period of up to [60] Sixty days following the bid opening date. The City of Springfield Office of Housing reserves the right to reject any and all bids.

MORTGAGE

City of Springfield Healthy Homes Rehabilitation Program

48 Madison Avenue, Springfield, MA

THIS MORTGAGE is made as of February 28, 2019, between Joanne Creedon, whose address is 48 Madison Avenue ("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 February 28, 2019 in the sum of \$158,600.00 (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 48 Madison Avenue in Springfield, Massachusetts and described on the attached **Schedule B** (the "Mortgaged Property").

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

1. **Purpose.** This Mortgage and the Note are to secure a loan made by the City to the Borrower for the purpose of making home improvements to the Mortgaged Property, as detailed in the **Work Write-Up Specifications** dated 10/31/2018. 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

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.

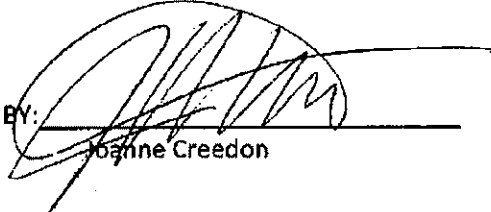
17. **Waiver of Homestead Exemption.** The Borrower hereby waives the benefit of all homestead exemptions, as to the debt secured by this Mortgage and as to any expenditure for insurance, taxes, levies, assessments, dues or charges incurred by the City pursuant to any provision of this Mortgage.

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: 
Joanne Creedon

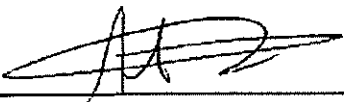

Witness Stephen R. Manning

Commonwealth of Massachusetts

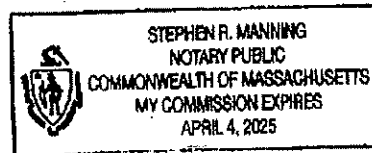
Hampden, ss

~~2018~~

On 2/28/19, before me, the undersigned notary public, personally appeared, Joanne Creedon proved to me through satisfactory evidence of identification, which was Mass Drivers License, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that ~~he~~/she signed it voluntarily for its stated purpose.

 (Official signature and seal of notary).

Notary Public: Stephen R. Manning
My Commission Expires: 04/04/25



The note secured by this Mortgage has:

A principal sum of \$158,600.00
A rate of interest of Zero (0%) percent.

The sum of \$158,600.00 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

Springfield, Massachusetts

Property Address: **48 Madison Avenue, Springfield, MA 01105**

1. BORROWERS' PROMISE TO PAY

In return for a loan that I have received, I, Joanne Creedon ("Borrower"), promise to pay \$158,600.00 (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.

Joanne Creedon

Witness Stephen R. Manning

Witness

COMMONWEALTH OF MASSACHUSETTS

HAMPDEN, SS

On this 28 day of February, 20 19, before me, the undersigned Notary Public, personally appeared the above-named Joanne Creedon, proved to me through satisfactory evidence of identification, which was Mass Drivers License, to be the person whose name is signed on the preceding or attached document, and acknowledge that he signed it voluntarily for its stated purpose, and acknowledged to me that he executed the same as ^{she} his free act and deed. _{her}

Notary Public Stephen R. Manning
My Commission Expires: 04/04/25

SCHEDULE B
PROPERTY DESCRIPTION

Certain real estate in Springfield, Hampden County, Massachusetts, being bounded and described as follows:

EASTERLY by Madison Avenue and by land now or formerly of Hattie C. Goodhue, one hundred and eighteen (118) feet;

SOUTHERLY by the passageway sometimes known as St. Mary's Avenue, seventy-five (75) feet;

WESTERLY by land now or formerly of Ella F. Hayden, one hundred eleven (111) feet; and

NORTHERLY by land of the proprietors of Springfield Cemetery, about seventy-five (75) feet;

Being the premises known as 48 Madison Avenue.

Subject to restrictions of record, if now in force.

Together with any and all rights, in fee or otherwise, in and to the passageway adjoining the above described premises on the south sometimes known as St Mary's Avenue, subject to the rights of other persons to use the same. Also another parcel of land bounded and described as follows:

SOUTHERLY by the end of Madison Avenue, about twenty (20) feet;

WESTERLY by land conveyed to Rose M. Bianco et al by deed dated June 27, 1952 from Russell D. Chase, Jr., Executor of the Will of Myra E. Chase, about sixty-six (66) feet;

NORTHERLY by land of the proprietors of Springfield Cemetery about twenty (20) feet;

EASTERLY by land of Roger I. Putnam and Caroline J. Putnam about sixty-six (66) feet.

BEING the same premises conveyed to the Grantor by Deed dated July 24, 2009 and recorded in the Hampden County Registry of Deeds in Book 17924 Page 96.

PROMISSORY NOTE

February 28, 2019

Springfield, Massachusetts

Property Address: 48 Madison Avenue, Springfield, MA 01105

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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 5th 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.

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with a copy simultaneously mailed by first class mail to:

City Solicitor
City of Springfield Law Department
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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.

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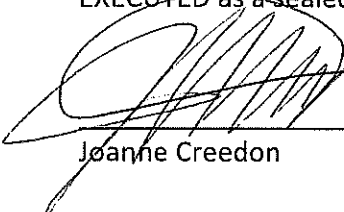
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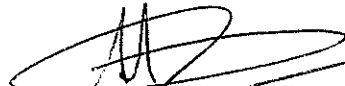
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EXECUTED as a sealed instrument as of the date first written above.



Joanne Creedon



Witness Stephen R. Manning

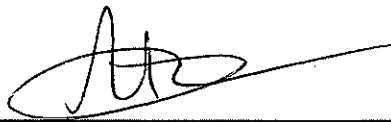


Witness

COMMONWEALTH OF MASSACHUSETTS

HAMPDEN, SS

On this 28 day of February, 2019, before me, the undersigned Notary Public, personally appeared the above-named Joanne Creedon, proved to me through satisfactory evidence of identification, which was Mass Drivers License, to be the person whose name is signed on the preceding or attached document, and acknowledge that she signed it voluntarily for its stated purpose, and acknowledged to me that she executed the same as her free act and deed.



Notary Public Stephen R. Manning
My Commission Expires: 04/04/25

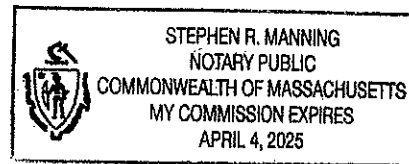


Exhibit E:
SECTION 3 CLAUSE

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

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