

DEPARTMENT

City Comptroller

Law
CAFO
Mayor

**Community Development** 



### Contract

Date

DATE FORWARDED TO NEXT DEPT.

**Initials** 

20210655

## 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.

DATE RECEIVED

**Initials** 

**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.

Date

City Comptroller		7700	0	1100101
<b>Community Development</b>				
	•			
autor to New Mills to 12 Novices Tex				
Vendor No.: 21696 Co	ontract No.:	Contract I	Pate: 9/21/2020	
Contract Amt.: \$119,755	5.25 Issue Dat	e: 04/13/2021	Renewal Date:	
Appropriation Code1: 26	5451815-53010	5-64516\$66.10	5.85	
Appropriation Code2: 26	5881801-53010	5-68800 \$ 53,0	50,00	
Appropriation Code3:				
Appropriation Code4:				
Description of Funding S	Source: CDBG-	-NDR		
Bid No.:	Requisition	on No.: 2101133	0 PO No.:	
Vendor Name: Susan Ma	astroianni			
Contract Type: CDBG-N	IDR Healthy H	omes		
Contract Purpose: Rehab	of 128-130 M	Iulberry Street		
		3		
Originating Dept.: Office	e of Disaster Re	ecovery and Cor	npliance	
T 1 1 D 1 11 10 7 10	006	75		
Expiration Date: 11/05/2	026 Amendme	ent Date:	Extension Date:	
TYPE OF DOCUMENT (Ple	ase select at least o	one):		Ch
New □Renewal	Amenda		Extension	

# CITY OF SPRINGFIELD HEALTHY HOMES PROGRAM

## REHABILITATION LOAN AGREEMENT FOR OWNER-OCCUPANTS

Whereas, the City of Springfield ("City") is providing financial assistance to Susan Mastroianni ("Borrower") from the Healthy Homes Program in the amount of \$ 119,755.25 to fund rehabilitation of the home located at 128-130 Mulberry Street, Springfield, MA 01105, according to the terms of the agreed-upon Specs by Location/Trade, dated 09/21/2020, attached hereto as Exhibit B and in compliance with Massachusetts and City of Springfield building and health codes. The Healthy Homes program is funded by the federal Community Development Block Grant - National Disaster Resilience (CDBG-NDR) program.

Now, therefore, the parties agree as follows:

#### Terms of the Loan

Financial assistance is provided as a 0% interest, five-year forgiveable 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 day	of2021.
Susan Mastroianni Property Owner  6451815-530105-64516\$66,105  26481801-530105-68800\$53,6	Office of Disaster Recovery CITY OF SPRINGFIELD
Approved as to Appropriation:	Approved as to Form:
Juny D. Phon 4-21-2021	Peter Forth
Office of Comptroller CITY OF SPRINGFIELD	Law Department CITY OF SPRINGFIELD
APPROVED:	3
AB Hackett	Can May

Domenic J. Sarno, Mayor GITY OF SPRINGFIELD

Chief Administrative and Financial Officer

CITY OF SPRINGFIELD

# CITY OF SPRINGFIELD HEALTHY HOMES PROGRAM

# REHABILITATION LOAN AGREEMENT List of Exhibits

#### Healthy Homes Rehabilitation Program Agreement

Exhibit A - Project Budget

Exhibit B - Itemized Repair Specs by Location/Trade

Exhibit C - Mortgage

Exhibit D - Promissory Note

Exhibit E - Section 3 Clause

Exhibit F - Tax Certification for Contracts

Exhibit G - Insurance Binder

## Exhibit A

## **Healthy Homes Rehab Project Budget**

Homeowner/Borrower: Susan Mastroianni

Project Address: 128-130 Mulberry Street

Project Budget	Amount
Repair/Rehab	\$47,460.00
Lead Abatement	\$51,600.00
Lead Services	\$2,050.00
Relocation	\$2,295.00
Legal Fees	\$730.00
Sub-Total	\$104,135.00
Contingency (15%)	\$15,620.25
Total	\$119,755.25

#### 9/21/2020

### SPECS BY LOCATION/TRADE

Biddi	-Bid Site Visit: ng Open Date: ng Close Date:					Sue Mastro Sean Pham			
	Initial:	17-							
Address: 128-	130 Mulbern	Street			Unit: U	nit 01			
Location:	1 - General	Requiremen	ts		Approx, V	Iali SF: 0	100	Ceiling/Floor SF	, 0
Spec #	Spec					Quantity	Units	Unit Price	Total Price
Trade: 1	Genera	l Reguirement	\$					t	
the "Date in the work de	igned applicant spected" date o	of 8	t he/she has pai	rticipated in the c Exhibit 1. After ca his WWU.	developmer areful revie	1.00 nt of this Worl w the applica	DU k Write U Int unders	p (WWU) with stands & accepts	
x Applicant	Date	Applicant	Date						
Write Up (V date each p	igned contracto	r certifies that l Date Inspected	SCOPE OF WO he/she has care I" date of		agrees to ped to as Ex	1.00 perform the w hiblt 1. The o	DU ork desci ontractor	ribed in this Work shall initial &	
×_contracto	or	Date							
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r		NG PROTOCO				1.00	EA		
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The last is	window D4 mov	ing in a clockw	rise direction. T	et of 4 windows o hese locational r side window casi	narkers ma	ay also be cor	ould windo mbined w	ow is Window D1. rith the adjectives:	
31	CONSTRUC	TION DEFINIT	IONS			1.00	GR		
material, pu	urchase new ma rough replacen	aterial, deliver,	install, test and	ew component. " warrant. "Repair g of parts. "Reins	" means to	return a build	ding com	dispose of original ponent to like new re and install a	! !
32		ION APPROV				1.00	GR		
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34 The enners		BREAKDOWN	da the owner wi	th a line item cos	st breakdov	1.00 yn within 3 we		vs of a request.	derror and the state of the sta
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dress: 128	-130 Mulberry Street	Unit: Un		and and	Garage and a com-	<u> Kanadaksi lessa</u>
ocation:	1 - General Requirements	Approx.W/a	AND STATE OF	linita	Ceiling/Floor SF Unit Price	Total Price
Spec#	Spec		Quantity	Units	Office	1044111100
ade: 1	General Requirements					[000
40 The contra Plumbing; Abatement	ALL PERMITS REQUIRED  actor shall apply for, pay for, obtain and forware  Electric; HVAC; Building;	d copies of the following indic Lead A	1.00 ated permits Abatement; _	AL to the aç Asi	gency: pestos	1.000
THE CON	TRACTOR MUST CHECK OFF ALL PERMITS	S THAT APPLY TO PROECT				
45	CONTRACTOR PRE-BID SITE VISIT		1.00	DU	**************************************	
The contra	actor must inspect the property. Submission of the site and is conversant with the requiremen	a bid is presumptive evidence its of the local jurisdiction.	e that the bio	der has	thoroughly	
55	WORK TIMES		1.00	GR		
Contractor	rs and their Subcontractors shall schedule wor to work on weekends and before or after thes	king hours between 8:00am a e hours must be approved by	HIG HOMEOW	ilei.	hrough Friday.	
77 All materia otherwise	NEW MATERIALS REQUIRED als used in connection with this work write-up or pre-approved by Owner and Construction S	are to be new, of first quality a Specialist.			unless stated	,
<b>78</b> All work sl them. Wo	WORKMANSHIP STANDARDS hall be performed by mechanics both licensed rkers shall protect all surfaces as long as requ	i and skilled in their particular ired to eliminate damage.	1.00 trade as wel	GR I as the t	asks assigned to	
85	CLOSE-IN INSPECTIONS REQUIRED		1.00	GR		
والمعارب مسائد	gency for inspection of all work that will be con includes, but is not limited to footings, roof sh raming & decking prior to installation of under	leathing & flashing prior to ins	Kanakun oi II	CAN LOUR OF	Simigios, and	
11 <b>6</b>	1 YEAR GENERAL WARRANTY or shall remedy any defect due to faulty materia, which appear within one year from final payreliers' written warranties covering items furnish	nent. Further, contractor sna	II TURNISH OWL	ne final p	ayment.	* *************************************
	FINAL CLEAN		1.00	RM 🗢	20 <u>750</u>	<u> </u>
120 Remove t work area	from site all construction materials, tools and cas, removing all visible dust, stains, labels and	lebris. Sweep clean all exteri tags. Clean all windows refe	or work area renced in sp	s. Vacui ecificatio	um all interior ins.	
rade: 9	Environmental Rehab					
lead-base CFR - Th	APPLICABLE LEAD-SPECIFIC DEFINIT nt: Any set of measures designed to permane ed paint or lead-based paint hazards. e Code of Federal Regulations: tus - Safe work practices and clearance are re	ntly (permanent = expected li	1.00 fe span of at		years) eliminate	والمراجع المراجع المرا
- 20 SF ( - 2 SF pe - 10% of is deterio Interim C	on exterior  er interior room  small component  rated or will be disturbed by renovation.  ontrols: A set of measures designed to reduce	e temporarily human exposure repairs, painting, temporary	containment	, speciali	zea cieaning,	t
clearance resident of Work site than one Clearanc reduction the dwell environm	e, ongoing lead-based paint maintenance activeducation programs.  E: An interior or exterior area where lead-base work site in a dwelling unit or at a residential se: An activity conducted following lead-based activities are complete and that no soil-lead ling unit or work site. The clearance process intental samples. Dust-lead standards for cleare FR Part 35 - Subpart B - Section 35.110 Defin	vities, and the establishment and paint hazard reduction active property.  paint hazard reduction activition a	and operation ity takes place ies to determ azards, as deand collection io.	n or man ce. There nine that efined in	agement and may be more the hazard this part, exist in	

Address: 12	28-130 Mulberry Street	Unit: Unit 01			
Location:	1 - General Requirements	Approx Wall SF: 0	es es es es es es es	Ceiling/Floor S	F, 0
Spec #	Spec	Quantity	Units	Unit Price	Total Price
Trade: 9	Environmental Rehab				
9020	LEAD-BASED PAINT REGULATIONS - FEDE FUNDED HOUSING REHABILITATION	RALLY 1.00	AL		
Per HUD the appro	Regulation 24 CFR Part 35: the contractor must corpriate category listed below, based on the amount of	nform to the Lead-based paint require of rehabilitation assistance provided.	ements f	or rehabilitation ir	1
a. The Co	the Federal Rehabilitation Assistance is \$1 to \$5,00 ontractor shall implement safe work practices during that is disturbed.	0 per unit: rehabilitation work in accordance wi	th Sec. 3	5.1350 and repai	ir
b. After c	ompletion of any rehabilitation disturbing painted su use with Sec. 35.1340. Neither Clearance nor Lead S ainted surfaces of a total area of more than 20 SF o	Safe Work Practices are required if re	habilitati	on does not	t.

2. When the Federal Rehabilitation Assistance is \$5,001 to \$25,000 per unit:

a. The contractor shall perform interim controls, in accordance with Sec. 35.1330, of all identified or presumed lead-based paint hazards.

b. The contractor shall implement safe work practices during rehabilitation work in accordance with Sec. 35.1350, and repair any paint that is disturbed.

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

3. When the Federal Rehabilitation Assistance is more than \$25,000 per unit:

a. The contractor shall abate all identified or presumed lead-based paint hazards in accordance with Sec. 35.1325.

b. The contractor shall implement safe work practices during rehabilitation work in accordance with Sec. 35.1350 and repair any paint that is disturbed.

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

Location Total:

2500-

Page 3 of 7

			L	Ocadon	i Otal.	<del>-/</del>
Location:		2 - Exterior	Approx. Wall SF: 0		Ceiling/Floor S	E\$ 0
Spec	#	Spec	Quantity	Units	Unit Price	Total Price
Trade:	4	Site Work				
465		CUT BACK TREE BRANCHES	1.00	EA		1,500×
Cut a	nd ren	nove tree branches back from house to a min. 10' distance, to	legal dump.			•
Trade:	7	Masonry				
1330		CHIMNEYREPOINT	125.00	SF	JEO.	4.500
portla missi	and cea	nney above roof area by cutting out mortar at least 1/2", removement mortar. Saturate joints with water before applying mortar defective materials with matching materials. Clean mortar and MNEYS NEED REPAIRS	<ul> <li>Match color as closely</li> </ul>	/ as possi	ble. Replace all	
1375		CHIMNEYCUSTOM  ure, order and install metal spark arrestor on both chimneys wi	2.00	EA	1000	2000
		ON ENDS OF HOUSE.				
Trade:	8	Metal Work				
•	gn, fab	METAL HAND RAILPIPE  pricate, prime, top coat and install a 1-1/2" round welded steel p	8.00 sipe railing. Color to be	LF black.	900	900
Trade:	10	Carpentry				
nest	10	SUDING CERAR SHINGLE PERAIR	400.00	SF		1700

ddress: 12	8-130	30 W 30	and a		1945				Jnit: Ur	it 01					
ocation:	. 2	- Exte	ior					Ap	prox. Wa	III,SF: 0		Ceiling	/Floor S	3F: 0:	2 152 152 153 10 150 150
Spec #	Sį	pec								Quantity	Units	Unit	Price	To	tal Price
rade: 10	)	Car	entry												
galvanized	d nails	s. Repai	or repl	ace any	damag	ed trim wi	th similar s	hingles wit tyle materi		exposure u	sing alum	inum or		•	
AROUND	PEKII	IMETER	OF HC	iuse ar	ND FRO	NT DOR	MERS							į	579m
3525 Dispose of face nailed grabbable	f any e d 4" or	n cente	railing. . Creat	Construe a 3'6"	high rai	ling betwe		ne railing u end posts.			n rails, an			S T	) <u>(((</u>
#130 FRO	NT P	ORCH	MATCH	I EXISTI	NG MA	TERIALS									
rade: 19	)	Pair	t & Wa	paper											
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Add	ress:	128	130 Mulberry Street	Unit: Unit	:01			
Loc	ation:		4 ~ #130 Basement	Approx. Wall	SF: 0		Celling/Floor 8	SF( :0
	Spec	#	Spec		Quantity	Units	Unit Price	Total Price
Trad	e:	21	HVAC					
	6015 Clean, replac	, inspe emen	HVAC SERVICE/CLEAN FURNACE ect, SERVICE and adjust heating equipment and to owner.	controls. Replace AIR ilter	1.00 . Report a	EA ny recom	mended part	500
Trad	e:	22	Plumbing				·	
	prever Do not	nter ar t faste	GAS DRYER HOOK UP WITH VENT id galvanized vent tubing from the specified drye and NO screening. Fasten sections of pipe to each n with nails, screws or other fasteners that protruduct mastic or aluminum foil tape, not duct tape.	n other with with pop rivets de into the interior of the ex	compatibl	e with gal ct. Seal a	vanized metal.	500
Trade	a:	23	Electric					
	compli	ance.	CERTIFY ELECTRIC DISTRIBUTION  hall inspect all exposed wiring, motors, fixtures a  Non-functioning and dangerous equipment and  \$20 per fixture allowance. The service panel sh	wiring shall be replaced wit	h Romex	wire, ivor	v devices and	3 <u>,000</u> -
	discon	nect, :	ELECTRIC SERVICE150 AMP sting electrical service with a residential, 150 amp 22 circuit panel board, meter socket, weather heater training.	, single phase, 3 wire elect d, service cable, and grour	1.00 ric service nd rod and	EA a. Include I cable. S	e a main Seal exterior	2500
					Ĺ	ocation	Total:	5,500
2037-4-0250	tion:		5 #128 Kitchen	Approx Wall	SF; O		Geiling/Floor S	F: 0
	Spec #	!	Spec	G	luantity	Units	Unit Price	Total Price
	<b>7583</b> Replac		Electric  REPLACE RECEPTACLE WITH GFCI DEVICE ting receptacle with an ivory surfaced mounted g UNTERTOP		2.00 receptacle	EA with ivo	190 y cover plate.	380
					Le	ocation `	Total:	380
_oca	tion:		6 - #128 Bathroom	Approx, Wall:	SF: 0		Ceiling/Floor S	F) 0
·	Spec #		Spec	Q	uantity	Units	Unit Price	Total Price
Trade	:	23	Electric					
 	QTXE0 ixture r an suc attp://w galvania metal iuctwo	80FL nust a h as t ww.er zed m hood rk with	FAN/LIGHT FIXTURE-ENERGY STAR ERGY STAR approved ceiling mounted Fan/Ligh Capable of min. 80 CFM operating at 1 Sone or accommodate 2 - GU24 fluorescent lamps. Swit- he EFI Fan/Light Time Delay Switch part # 5100. hergyfederation.org/consumer/default.php/cPath/ etal duct the same diameter as the fan outlet and ed vent of like diameter and with damper. All duc a viryl or foil faced R 8 minimum duct insulation. embly to the ceiling with low VOC caulk.	less, with an integral damp th fan & light using a single 505 (in Ivory) 39_766_134 or equipped w I vent to the exterior ideally t seams shall be sealed wi	er, and ver switch we with a hum of through a ith duct me	ented to to ith a time idistat ser a wall or g astic. Ins	he exterior. The delay for the nsor. Install pable end using ulate the	950
					Lo	ocation 1	fotal:	<u> 280</u>

Approx. Wall SF: 0

Location:

7 - #128 Bathroom

Page 5 of 7

Celling/Floor SF: 0

Address:	128-	130 Mulberry Street	Unit: Unit 01			Section 10
Location:	gragoriseus	7 - #128 Bathroom	Approx. Wall SF: 0		Celling/Floor 5	3F; 0
Spec	#	Spec	Quantity	Units	Unit Price	Total Price
Trade:	22	Plumbing				<u> </u>
6880		VANITY COUNTERTOPSECURE	1.00	EA	The state of the s	900
		ting countertop to top of vanity cabinet.				
Trade:	23	Electric		THE COLUMN TWO IS THE WAY TO SEE THE SAME THE SA	••••••••••••••••••••••••••••••••••••••	
7583		REPLACE RECEPTACLE WITH GFCI DEVICE	1.00	EA	<u>300</u>	<u>300</u> 980
	ice exi	sting receptacle with an ivory surfaced mounted grour			ry cover plate.	GCO
7819 Install	an FN	FAN/LIGHT FIXTURE-ENERGY STAR VERGY STAR approved ceiling mounted Fan/Light fix	1.00	EA ENDODE: 1	or o Broom	480
fixture fan su http:// galvar a met ductw	e must uch as www.e nized r al hood ork wit	T capable of min. 80 CFM operating at 1 Sone or less accommodate 2 - GU24 fluorescent lamps. Switch fathe EFI Fan/Light Time Delay Switch part # 5100.505 inergyfederation.org/consumer/default.php/cPath/39_netal duct the same diameter as the fan outlet and veded vent of like diameter and with damper. All duct seth vinyl or foil faced R 8 minimum duct insulation. Refembly to the ceiling with low VOC caulk.	an & light using a single switch or (in Ivory) 766_134 or equipped with a hur nt to the exterior ideally through eams shall be sealed with duct r	with a time midistat se a wall or mastic. In	e delay for the ensor. Install gable end using sulate the	
			L	_ocation	Total: _	1480,
Location:		8 - #130 Bathroom	Approx. Wall SF: 0		Ceiling/Floor S	SF: 0
Spec	#	Spec	Quantity	Units	Unit Price	Total Price
Trade:	23	Electric				
QTXE fixture fan su http://\ galvar a meta ductwe	080FL must ch as: www.e nized n al hood ork wit	FAN/LIGHT FIXTURE-ENERGY STAR IERGY STAR approved ceiling mounted Fan/Light fixing the commodate 2 - GU24 fluorescent lamps. Switch factor accommodate 2 - GU24 fluorescent lamps. Switch factor flowers from the EFI Fan/Light Time Delay Switch part # 5100.505 nergyfederation.org/consumer/default.php/cPath/39_inetal duct the same diameter as the fan outlet and veiled vent of like diameter and with damper. All duct set in vinyl or foll faced R 8 minimum duct insulation. Repembly to the ceiling with low VOC caulk.	s, with an integral damper, and van & light using a single switch van & light using a single switch van (in Ivory) 766_134 or equipped with a hunted to the exterior ideally through sams shall be sealed with duct no	vented to t with a time midistat se a wall or m nastic. Ins	the exterior. The delay for the nsor, Install gable end using sulate the	
			Ĺ	ocation	Total: _	980
Location:	1 (1) (1) 1 (1) (2)	9 - #130 Bathroom	Approx Wall SF: 0		Gelling/Floor \$	F, 0
Spec	#	Spec	Quantity	Units	Unit Price	Total Price
Trade:	23	Electric	The second secon			
QTXE fixture fan su http://v galvan a meta ductwo	080FL must a ch as t www.e iized m al hood ork with	FAN/LIGHT FIXTURE-ENERGY STAR ERGY STAR approved ceiling mounted Fan/Light fixt T capable of min. 80 CFM operating at 1 Sone or less accommodate 2 - GU24 fluorescent lamps. Switch fa the EFI Fan/Light Time Delay Switch part # 5100.505 nergyfederation.org/consumer/default.php/cPath/39_7 netal duct the same diameter as the fan outlet and ver led vent of like diameter and with damper. All duct se the vinyl or foil faced R 8 minimum duct insulation. Rep	s, with an integral damper, and van & light using a single switch van & light using a single switch van (in Ivory) 766_134 or equipped with a hunt to the exterior ideally throughtens shall be sealed with duct n	vented to to with a time nidistat se a wall or grastic. Ins	he exterior. The delay for the nsor. Install gable end using sulate the	
,, 1191			L	ocation	Total:	980

Address: 128-130 Mulberry Street Unit: Unit 01 10 - #130 2nd -3rd fl Staircase Location: Approx. Wall SF: 0. Ceiling/Floor SF: 0 Spec# Spec Quantity Units **Unit Price Total Price** Trade: 10 Carpentry 2520 HANDRAIL--REPLACE INTERIOR 8.00 LF Install 2" round pine handrail screwed to metal handrail braces that are attached to study 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. Location Total:

Bidder:

Unit Total for 128-130 Mulberry Street, Unit Unit 01:

Address Grand Total for 128-130 Mylberry Street:

iberry Street

128-130 Mulberry St
Deleading job specs by component

	Component	Quantity	Method	Cost	Total
	128				
Kitchen	Door Edges (2)	2	W-Scrape	150	300
	Jambs (1)	1	W-Scrape	150	150
Bath 1	Door Edge	1	W-Scrape	150	150
Room 1	Door Edge	1	W-Scrape	150	150
	DH Window (2)		Replace	900	1800
Room 2	Door Edges (2)	2	W-Scrape	150	300
	Sills (3)	3	W-Scrape	100	300
	DH Window	1	Replace	900	900
Room 3	DH Window	1	Replace	900	900
Room 4	DH Window (5)	5	Replace	900	4500
Room 5	DH Window (2)	2	Replace	900	1800
Room 6	DH Window	1	Replace	900	900
Room 7	DH Window (4)	4	Replace	900	3600
Room 8	Door Edge	1	W-Scrape	150	150
Hall 1	Door Edge (2)	2	W-Scrape	150	300
	Jambs (2)	2	W-Scrape	150	300
	Sills	1.	W-Scrape	100	100
	DH Window	1	Replace	900	900
Hall 2	DH Window	1	Replace	900	900
Stair 1-2	Door Edge	1	W-Scrape	150	150
	Jamb	1	W-Scrape	150	150
	DH Window	1	Replace	900	900
Stair Base	Door Edge	1	W-Scrape	150	150
Basement	Door Edge	1	W-Scrape	150	150
				<b>Unit Total</b>	19600
	130				
Kitchen	Door Edges (2)	2	W-Scrape	150	300
	Jambs (2)	2	W-Scrape	150	300
	Sills (2)	2	W-Scrape	100	200
Bath 1	Door Edsge	1	W-Scrape	150	150
	Sill	1	W-Scrape	100	100
	DH Window	1	Replace	900	900
Bath 2	Door Edge	1	W-Scrape	150	150
	Jambs	1	W-Scrape	150	150
	Sills	1	W-Scrape	150	150
	Loose Paint	1	Make Intact	150	150
	DH Window	1	Replace	900	900
Room 1	Door Edge	1	W-Scrape	150	150
	Sills (3)	1	W-Scrape	100	100

	DH Window (3)	3 Replace	900	2700	
Room 2	Door Edge	1 W-Scrape	150	150	
	Jambs	1 W-Scrape	150	150	
	Sills (3)	3 W-Scrape	100	300	
	DH Window (2)	2 Replace	900	1800	
Room 3	Door Edge	1 W-Scrape	150	150	
	DH Window (3)	3 Replace	900	2700	
Room 4	DH Window	1 Replace	900	900	
Room 5	Door Edge (3)	3 W-Scrape	150	450	
	Jambs (2)	2 W-Scrape	150	300	
	Sills (2)	2 W-Scrape	100	200	
	Loose Paint	1 Make Intact	150	150	
	DH Window (2)	2 Replace	900	1800	
Room 6	DH Window (3)	3 Replace	900	2700	
Room 7	DH Window	1 Replace	900	900	
Hall 2	Door Edges (5)	5 W-Scrape	150	750	
Stair 1-2	Door Edge	1 W-Scrape	150	150	
	Jamb	1 W-Scrape	150	150	
Stair 2-3	Loose Paint	1 Make Intact	150	150	
Stair Base	Treads	1 Cover	800	800	
			Unit Total	21050	
		Interiors of uni		21050	40650
Exterio			its total		40650
		2 W-Scrape	its total	300	40650
Exterio	or	2 W-Scrape 1 W-Scrape	its total	300 150	40650
<b>Exterio</b> Porch A1	or Sills < 60 inches Door Jamb Trim > 60 inches	2 W-Scrape 1 W-Scrape 1 Make Intact	its total 150 150	300 150 2500	40650
Exterio Porch A1 Porch C 1 130	or Sills < 60 inches Door Jamb Trim > 60 inches Cellar Sill	2 W-Scrape 1 W-Scrape 1 Make Intact 5 Cover	150 150 150	300 150 2500 750	40650
Exterio Porch A1 Porch C 1 130 Ext A Side	or Sills < 60 inches Door Jamb Trim > 60 inches Cellar Sill Cellar Window (4)	2 W-Scrape 1 W-Scrape 1 Make Intact 5 Cover 4 Replace	its total 150 150	300 150 2500 750 1200	40650
Exterio Porch A1 Porch C 1 130	or Sills < 60 inches Door Jamb Trim > 60 inches Cellar Sill Cellar Window (4) Trim > 60 inches	2 W-Scrape 1 W-Scrape 1 Make Intact 5 Cover 4 Replace 1 Make Intact	150 150 150 300	300 150 2500 750 1200 1000	40650
Exterio Porch A1 Porch C 1 130 Ext A Side	Sills < 60 inches Door Jamb Trim > 60 inches Cellar Sill Cellar Window (4) Trim > 60 inches Cellar Sill	2 W-Scrape 1 W-Scrape 1 Make Intact 5 Cover 4 Replace 1 Make Intact 1 Cover	150 150 150 300	300 150 2500 750 1200 1000 150	40650
Exterio Porch A1 Porch C 1 130 Ext A Side Ext B Side	Sills < 60 inches Door Jamb Trim > 60 inches Cellar Sill Cellar Window (4) Trim > 60 inches Cellar Sill Cellar Sill	2 W-Scrape 1 W-Scrape 1 Make Intact 5 Cover 4 Replace 1 Make Intact 1 Cover 1 Replace	150 150 150 300	300 150 2500 750 1200 1000 150 300	40650
Exterio Porch A1 Porch C 1 130 Ext A Side	Sills < 60 inches Door Jamb Trim > 60 inches Cellar Sill Cellar Window (4) Trim > 60 inches Cellar Sill	2 W-Scrape 1 W-Scrape 1 Make Intact 5 Cover 4 Replace 1 Make Intact 1 Cover 1 Replace 1 Make Intact	150 150 150 300 150 300	300 150 2500 750 1200 1000 150 300 2000	40650
Exterio Porch A1 Porch C 1 130 Ext A Side Ext B Side	Sills < 60 inches Door Jamb Trim > 60 inches Cellar Sill Cellar Window (4) Trim > 60 inches Cellar Sill Cellar Window Trim > 60 inches Sills < 60 inches	2 W-Scrape 1 W-Scrape 1 Make Intact 5 Cover 4 Replace 1 Make Intact 1 Cover 1 Replace 1 Make Intact 2 W-Scrape	150 150 150 300 150 300	300 150 2500 750 1200 1000 150 300 2000 300	40650
Exterio Porch A1 Porch C 1 130 Ext A Side Ext B Side	Sills < 60 inches Door Jamb Trim > 60 inches Cellar Sill Cellar Window (4) Trim > 60 inches Cellar Sill Cellar Window Trim > 60 inches Sills < 60 inches Cellar Sill	2 W-Scrape 1 W-Scrape 1 Make Intact 5 Cover 4 Replace 1 Make Intact 1 Cover 1 Replace 1 Make Intact 2 W-Scrape 1 Cover	150 150 150 300 150 300	300 150 2500 750 1200 1000 150 300 2000 300 150	40650
Exterior Porch A1 Porch C 1 130 Ext A Side  Ext B Side  Ext C Side	Sills < 60 inches Door Jamb Trim > 60 inches Cellar Sill Cellar Window (4) Trim > 60 inches Cellar Sill Cellar Window Trim > 60 inches Sills < 60 inches Cellar Sill Cellar Window	2 W-Scrape 1 W-Scrape 1 Make Intact 5 Cover 4 Replace 1 Make Intact 1 Cover 1 Replace 1 Make Intact 2 W-Scrape 1 Cover 1 Replace	150 150 150 300 150 300	300 150 2500 750 1200 1000 150 300 2000 300 150 300	40650
Exterio Porch A1 Porch C 1 130 Ext A Side Ext B Side	Sills < 60 inches Door Jamb Trim > 60 inches Cellar Sill Cellar Window (4) Trim > 60 inches Cellar Sill Cellar Window Trim > 60 inches Sills < 60 inches Cellar Sill Cellar Window Trim > 60 inches	2 W-Scrape 1 W-Scrape 1 Make Intact 5 Cover 4 Replace 1 Make Intact 1 Cover 1 Replace 1 Make Intact 2 W-Scrape 1 Cover 1 Replace 1 Make Intact	150 150 150 300 150 300 150 150 300	300 150 2500 750 1200 1000 150 300 2000 300 150 300	40650
Exterior Porch A1 Porch C 1 130 Ext A Side  Ext B Side  Ext C Side	Sills < 60 inches Door Jamb Trim > 60 inches Cellar Sill Cellar Window (4) Trim > 60 inches Cellar Sill Cellar Window Trim > 60 inches Sills < 60 inches Cellar Sill Cellar Window	2 W-Scrape 1 W-Scrape 1 Make Intact 5 Cover 4 Replace 1 Make Intact 1 Cover 1 Replace 1 Make Intact 2 W-Scrape 1 Cover 1 Replace	150 150 150 300 150 300 150 300	300 150 2500 750 1200 1000 150 300 2000 300 150 300 1550 300	40650
Exterior Porch A1 Porch C 1 130 Ext A Side  Ext B Side  Ext C Side	Sills < 60 inches Door Jamb Trim > 60 inches Cellar Sill Cellar Window (4) Trim > 60 inches Cellar Sill Cellar Window Trim > 60 inches Sills < 60 inches Cellar Sill Cellar Window Trim > 60 inches	2 W-Scrape 1 W-Scrape 1 Make Intact 5 Cover 4 Replace 1 Make Intact 1 Cover 1 Replace 1 Make Intact 2 W-Scrape 1 Cover 1 Replace 1 Make Intact	150 150 150 300 150 300 150 150 300	300 150 2500 750 1200 1000 150 300 2000 300 150 300	40650

From: To:

Pham, Sean HHinfo "Dan Dodge"

Cc:

Bcc:

Subject: Date:

128-130 Mulberry Street Bid Submission and addendum information

Friday, December 4, 2020 9:26:28 AM

Attachments:

128-130 mulberry street specs loctr no costs wide,pdf

20200831115455 INSP ELT 128 Mulberry St Springfield[I3305].pdf 20200831120146 INSP ELT 130 Mulberry St Springfield[I3305].pdf

Due to the necessity of having approval from the Springfield Historic Commission, bids for this project will need to be resubmitted. If you did not previously submit a bid for this project you can still do so. Bids will now be due for this project end of day Tuesday December 15, 2020. The following criteria needs to be incorporated into your bids:

- 1. Replacement windows need to maintain the historical integrity of the existing building. This means that all windows replaced will need to be a darker color with matching grid patterns (affixed to the exterior of the windows and also of a darker color). Exact number of windows can be determined through the lead report and specs provided at the previous walkthrough.
- 2. Page 4 of the original specs item #3525 "Hand Rail Wood" calls for the removal and replacement of the existing wood hand rail at 130 Mulberry. Instead of replacing with a matching wooden hand rail we will now require the replacement to be a black pipe rail to match the one at 128 Mulberry.

Please do not hesitate to reach out with any questions or concerns regarding this project. Remember; bids are Due Tuesday December 15, 2020.

Sean Pham Senior Project Manager City of Springfield Office of Disaster Recovery and Compliance 1600 East Columbus Avenue, Second Floor Springfield, MA 01103

(Phone)

#### **MORTGAGE**

## City of Springfield Healthy Homes Rehabilitation Program

THIS	MOR	TGAGE	is made		of					2021,	between
i		san Mastr					e ado	ress is	128-13		
			105 ("Bo							nicipal co	orporation
with t	he addi	ress 36 Co	urt Street, S	Springfi	ield,	Massa	chuse	tts ("City	<b>′</b> ).		
WHER	REAS. tl	ne Borro	wer and th	ne Citv	ent	ered	nto a	HEALTH	Y HOMES	REHAB	ILITATION
			NT dated	· ·							
			gether with								
of wh	ich is at	tached to	this Mortga	age as S	Sche	dule A	); and				
W. LIED	EAC +a	. coauro +l	a a barfarm	of		tha ta			0.540.640.64	-+d	litiana and
			ne performa						-		
			e and this N						-	•	
			the proper							<del></del> ,	
		əpringile "Property	eld, Massac v	nusett	s ar	ia aes	cribea	on the	attached	Scheau	ie B (the
WIOI	gageu	rioperty	<b>]</b> •								
NOW	THEREF	ORE, in co	onsideration	n of the	e loa	n for t	ne Prin	icipal Am	ount made	e by the	City to the
Borro	wer, the	e Borrowe	r and the C	ity here	eby a	agree a	s follo	ws:			
1	Durno	ce This I	Mortgage a	nd tha	Not	to are	to soc	suro a lo	an mada i	hy tha C	ity to the
1.			e purpose o							-	-
			Work Write		_		•				
			making th					7			
			ch improver					•	•	· ·	•
		completed	-			ii iopec	15 4714	Termico	errar tric ii	nprorem	Citto nave
2.	Condi	tions of th	ie Loan.								
	a.	Due Up	on Sale or	Transf	er.	f the	Borrov	ver sells	or transfe	ers the N	/lortgaged
		Property	before the	final n	natu	rity da	te, the	amount	of the loa	n still ow	ing at the
		time of s	ale or trans	fer will	l be i	immec	iately	due and	payable to	the City.	•
	h	Owner (	Occupancy.	If the F	30rr/	nwer i	an ou	uner-acci	inant at th	ne time t	his laan ie
	ν.		into, the Bo						-		
			rincipal pla								operty us
				, , ,			<b>.</b>		uii	-	

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 income<sup>1</sup> 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

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.

<sup>&</sup>lt;sup>1</sup> 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, and floods (if in flood zone) 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;
- 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: Susan Mastrolanni Witness Witness
Commonwealth of Massachusetts
Hampden,
ss 2021
On 8th before me, the undersigned notary public, personally appeared Susan Mastroianni proved to me through satisfactory evidence of identification
which was a driver's license , to be the person whose
name is signed on the preceding or attached document, and acknowledged to me that should be shou
signed it voluntarily for its stated purpose.
May Jeglar (Official signature and seal of notary).
Notary Public: Mark J. Beglane
My Commission Expires: 10/08/2021



MARK J. BEGLANE
NOTARY PUBLIC
Commonwealth of Massachusetts
My Commission Expires
October 8, 2021

The note secured by this Mortgage has:
A principal sum of \$ 119,755.25 A rate of interest of Zero (0%) percent.
The sum of \$ 119,765.25 with interest thereon at a rate of Zero (0.00%) per annum, is due and payable upon sale, lease or other transfer of any kind of the above-referenced property, or any part thereof without the prior written consent of the City, other than a transfer by will or by operation of the laws of descent and distribution.

## SCHEDULE A PROMISSORY NOTE

#### Springfield, Massachusetts

Property Address:	128-130 Mulberry St	reet, Springfield, MA	01105

#### 1. BORROWERS' PROMISE TO PAY

In return for a loan that I have received, I, Susan Mastrolanni ("Borrower"), promise to pay \$ 119,755.25 (this amount is called "Principal"), without interest, to the **City of Springfield**, a Massachusetts municipal corporation with a usual address of 36 Court Street, Springfield, Massachusetts 01103 ("City").

#### 2. INTEREST

Interest will not be charged on unpaid principal.

#### 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.

#### 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.

March Regione
Witness
Witness

#### COMMONWEALTH OF MASSACHUSETTS

HAMPDEN, SS

On t	his 8th	day c	of April		20 از	21,	before	me, the	unders	igned	Notary
Public, perso	onally appe	eared the	above-nan	ned_s	usua	n Mas	stroianni			prove	ed to me
through	satisfact	:ory	evidence		of		identific	cation,	wh	ich	was
_a driver's lice							0.00				ned on
the precedi	ing or at	tached c	locument,	and	ackr	owle	edge tha	at she sig	ned it v	olunt	arily for
its stated p	urpose, an	ıd acknov	vledged to	me t	hat s	he e	xecuted	the sam	ne as he	free	act and
deed.											

Notary Public: Mark J. Beglane

My Commission Expires: 10/08/2021



MARK J. BEGLANE
NOTARY PUBLIC
Commonwealth of Massachusetts
My Commission Expires
October 8, 2021

#### Schedule "B"

#### **Legal Description**

#### 128-130 Mulberry Street, Springfield, Hampden County Massachusetts

The land in Springfield, Hampden County, Massachusetts, known and designated as Lot 1-A on Plan of Wylie Hubbard dated June 30, 1998, entitled 'Realignment of Lots on Springfield, MA for Anne M. Sarno, and recorded with the Hampden County Registry of Deeds, Book of Plans 309, Page 49, and being more particularly bounded and described as follows:

Beginning at a point at the southeast corner of Lot 2-A along Mulberry Street on said Plan; thence running S. 14° 00' 00" E a distance of sixty three and 79/100 (63.79) feet; thence S. 49° 44' 30" W along Mulberry Street sixty five and 15/100 (65.15) feet to a point; thence N. 25° 32' 40" W along land now or formerly of Bell, a distance of one hundred four and 94/100 (104.94) feet; thence N. 68° 38' 30" E, thirty five and 85/100 (35.85) feet to a pin; thence S. 21° 08' 46" E, twenty and 50/100 (20.50) feet to a pin; thence N. 69' 00' 30" E to the point of beginning.

Subject to Fountain rights granted to Casage Dwight by Edwin Lerger by deed dated November 25, 1953 and recorded in said Registry of Deeds in Book 167, Page 480, if now in force.

This conveyance is expressly made subject to and with the benefit of a common driveway to be shared with and appurtenant to both this lot and lot 2-A as noted on said Plan, and the grantor herein and her successors and assigns, hereby agrees to refrain from obstructing said driveway and to share equally in the maintenance of said common driveway with the grantee, her successors and assigns, including but not limited to snow removal and repairs upon said common driveway.

BEING the same premises conveyed to the Mortgagor by deed of Anne Margaret Sarno, Genaro J. Sarno and Carla Anne Sarno, dated November 16, 1998 and recorded in the Hampden County Registry of Deeds in Book 10529, Page 317.

#### **PROMISSORY NOTE**

April 8	<u>.,</u> 2021		
Springfield, Massa			
Property Address:	128-130 Mulberry Street		
1, BORRO	WERS' PROMISE TO PAY		
In return for a loa	n that I have received, I,	Susan Mastroianni	("Borrower"),
	119,755.25 (this		
to the City of Spring	gfield, a Massachusetts municip	al corporation with a usual	address of 36 Court
Street, Springfield,	Massachusetts 01103 ("City").		
2. INTERES	БТ		
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 5<sup>th</sup> year.

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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

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

Borrower

Witness

#### COMMONWEALTH OF MASSACHUSETTS

HAMPDEN, SS

On this 8th day of April. , 2021, before me, the undersigned Notary Public, personally appeared the above-named Susan Mastroianni , proved to me which through satisfactory evidence of identification, to be the person whose name is signed on a driver's license 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: Mark J. Beglane My Commission/Expires: 10/08/2021



MARK J. BEGLANE NOTARY PUBLIC Commonwealth of Massachuserts My Commission Expires October 8, 2021

#### Exhibit E: SECTION 3 CLAUSE

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

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

## TAX CERTIFICATION AFFIDAVIT FOR CONTRACTS

Individual Social Security Number
Street Address Only: 178/130 MU/berry St
Street Address Only: 178/130 MULDIFFY Street Address Only: 178/130 MUL
Telephone Number:
List address(es) of all other property owned by company in Springfield:
Name of Individual: Susan mastroionni
You must complete the following certifications and have the signature(s) notarized on the lines below.
FEDERAL TAX CERTIFICATION
I, Sus an Masterial Certify under the pains and penaltics of perjury that I, to my best knowledge and belief, have complied with all United States Federal taxes required by law.
Signature Date: 4/9/2/
I. Sus an Mation Certify under the pains and penalties of perjury that I, to my best knowledge and belief, have complied with all City of Springfield taxes required by law.  Scan Mation  Date:
COMMONWEALTH OF MASSACHUSETTS TAX CERTIFICATION
Pursuant to M.G.L. e. 62C '49A, 1, certify under the pains and penalties of perjury that I, to my best knowledge and belief, have filed all state tax returns and have complied with all state taxes required by law.
Bidder/Proposer Authorized Person's Signature  Notary Public
commonwealth of massachusetts , 2020_
Then personally appeared before me [name]
V vonimosion expires.

YOU MUST FILL THIS FORM OUT COMPLETELY AND MARK J. BEGLANE
YOU MUST SUBMIT THIS FORM WITH YOUR CLOSING POGHAMENT SF Massachusetts
My Commission Expires
October 8, 2021



### **INSURANCE BINDER**

OP ID: DA

DATE (MM/DD/YYYY)

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AGENCY		co	COMPANY					BINDE	R#		
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COMMERCIAL GENERAL LIABILITY							ED PREMIS	SES	\$		
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## **INSURANCE BINDER**

OP ID: DA

DATE (MM/DD/YYYY) 4/6/2021

TH	IIS BINDER IS A TEMPORARY	/ INSURANCE CONTRACT, SUBJECT	TO THE CONDITION	NS SHOW	N ON THE RE	EVERSE SI	DE OF THIS FORM.				
AGI	ENCY		COMPANY BINDER #								
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	st Springfield, MA 01090		Date EFFE	ATRH:	Time	T Post	Expiration Time				
•••	st opringheid, MA 01050				X AM	Day	X 12:01 AM				
			04/08/2021	12:01	PM	05/08/	·=				
PHO (A/C	ONE C, No, Ext):	FAX (A/C, No):	THIS BINDED IS	icci ien to ev		IN THE ADOLE					
cor		SUB CODE:	PER EXPIRING F	POLICY#	CIEND COVERAGE	TIN THE ABOVE	E NAMED COMPANY				
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	Springfield MA	01105									
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PRO	PERTY CAUSES OF LOSS	A. Dwelling			1000	<del></del>	528000				
	BASIC BROAD SPEC	B. Other Structures					52800				
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		E. Pers Liability Ea Occur					500000				
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	UMBRELLA FORM				AGGREGATE		\$				
	OTHER THAN UMBRELLA FORM	RETRO DATE FOR CLAIMS MADE:			SELF-INSURED R	RETENTION	\$				
					WC STATU	ITORY LIMITS					
	WORKER'S COMPENSATION and				E.L. EACH ACCID	ENT	\$				
	EMPLOYER'S LIABILITY				E.L. DISEASE - EA	A EMPLOYEE	\$				
	***ELECTRONIC SIGNAT	IIDC***			E.L. DISEASE - PO	OLICY LIMIT	\$				
PEC	MALONE, POLICY EFFECTIVE: 11/2	24/2020-11/24/2021			FEES		\$				
OVE	POLICY PREMIUM: \$1926 RAGES REPLACEMENT COST U	6 AND IS PAID IN FULL			TAXES		\$				
	<u> </u>	F 10 COVERAGE A \$828,000			ESTIMATED TOTA	AL PREMIUM	\$				
lan	ie & Address		Ţ	. , , , , , , , , , , , , , , , , , , ,							
			X MORTGAGEE	X ADDIT	TIONAL INSURED						
			LOSS PAYEE								
			LOAN#								
	City of Springfield	,									
	Office of Housing	_	AUTHORIZED REPRESENTATIVE								
	1600 East Columb		Jan-								
	Springfield MA 0										
~~	DD 75 (2004/00)	MOTE, IMPORTANT STATE INC									