

**AMENDMENT TO HEALTHY HOMES REHABILITATION
PROGRAM AGREEMENT (CONTRACT # 20220264)**

AGREEMENT, made the 7 day of September, 2021 by and between Teofilo Diaz and Luz M. DeJesus with an address of **62 Florence Street, Springfield, Massachusetts** (hereinafter referred to as the "Borrower") and the **City of Springfield**, through its Office of Disaster Recovery, with the approval of its Mayor (hereinafter referred to as the "City") regarding the rehabilitation of the property at **62 Florence Street, Springfield, Massachusetts**.

WHEREAS, the City and the Borrower wish to amend the rehabilitation amount within the existing Agreement;

NOW, THEREFORE, the parties hereto agree that their Agreement dated September 7, 2021 shall be amended as follows:

1. **Increasing the original contract amount of \$50,341.25 (Fifty Thousand Three Hundred Forty One 25/100 Dollars) as identified in the original agreement as Exhibit A – Project Budget, to an amended total of \$52,596.00 (Fifty Two Thousand Five Hundred Ninety Six 00/100) as identified in this amended agreement as Exhibit A – Final Project Budget.**
2. **All other terms and conditions remain the same.**

IN WITNESS WHEREOF, the Borrower and the City have executed this Amendment on this 28 day of April, 2022

BORROWERS:

Teofilo Diaz
Teofilo Diaz

Luz M. DeJesus
Luz M. DeJesus

CITY OF SPRINGFIELD
[Signature]
Office of Disaster Recovery

26451815-530105-64516 \$2,254.75 INCR

Approved as to Appropriation:

Approved as to Form:

[Signature]
Office of Comptroller, DEPUTY 5.2.22

[Signature]
Law Department

APPROVED:

APPROVED:

[Signature]
Chief Administrative & Financial Officer

[Signature]
Domenic J. Sarno, Mayor

City of Springfield
Healthy Homes Program

Rehabilitation Loan Agreement (Amendment)

List of Exhibits

Healthy Homes Rehabilitation Program Agreement Amendment

Exhibit A – Project Budget

Exhibit B – Mortgage

Exhibit C – Amended Promissory Note

Exhibit A – Final Project Budget

Healthy Homes Rehab Project Budget

Homeowner/Borrower: Teofilo Diaz and Luz M. DeJesus

Project Address: 62 Florence Street

Project Budget	Amount
Repair/Rehab	\$35,850.00
Lead Abatement	\$10,000.00
Lead Services	\$2,606.00
Legal Fees	\$730.00
Final Recording	\$310.00
NAI Plotkin	\$3,100.00
Total	\$52,596.00

MORTGAGE AMENDMENT # 1
(Contract # 20220264)

AGREEMENT, made as of the 7 day of September, 2021 by and between **Teofilo Diaz and Luz M. DeJesus**, hereinafter referred to as “**Mortgagor**”, of 62 Florence Street, Springfield, Hampden County, Massachusetts, and the **City of Springfield**, a municipal corporation within the County of Hampden, Commonwealth of Massachusetts, with the approval of its Mayor, hereinafter referred to as the “**Mortgagee**”.

WHEREAS an existing Mortgage, dated **September 7, 2021**, granting a security interest in the property known as 62 Florence Street, Springfield, Massachusetts, is recorded at the Hampden County Registry of Deeds in Book 24133 Page 160. Said Mortgage expressly states an indebtedness in the principal amount of “**Fifty Thousand Three Hundred Forty One 25/100 Dollars (\$50,341.25)**”

WHEREAS the Mortgagee and the Mortgagor have since amended the Promissory Note (See Schedule A) by Increasing the amount borrowed to a total amount of **Fifty Two Thousand Five Hundred Ninety Six 00/100 Dollars (\$52,596.00)**.

WHEREAS the Mortgagee seeks further security in the property to reflect total amount loaned to the Mortgagor,

NOW THEREFORE, the Mortgagor and Mortgagee hereto agree that the total indebtedness evidenced hereby is **Fifty Two Thousand Five Hundred Ninety Six 00/100 (\$52,596.00) Dollars**

All other terms and conditions contained in the Mortgage instrument dated September 7, 2021, recorded September 20, 2021 in the Hampden County Registry of Deeds in Book 24133, Page 160 remain the same and are incorporated herein by reference.

IN WITNESS WHEREOF, The Mortgagor and the Mortgagee have executed this Agreement on this 28 day of April, 2022.

SIGNATURES APPEAR ON FOLLOWING PAGE

William Brock

Witness

Teofilo Diaz

Teofilo Diaz – Mortgagor

Luz M. DeJesus

Luz M. DeJesus – Mortgagor

Dominic J. Sarno

Dominic J. Sarno - Mayor
City of Springfield
Mortgagee

Witness

COMMONWEALTH OF MASSACHUSETTS

HAMPDEN, SS.

On this 28th day of April, 2022, before me, the undersigned notary public, personally appeared Teofilo Diaz, proved to me through satisfactory evidence of identification, which was LIC MASS, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that s/he signed it voluntarily for its stated purpose.

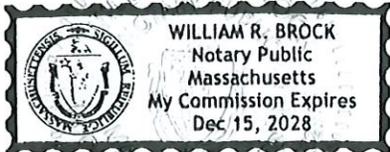
[Signature]

Notary Public, Maricely Vega
My Commission Expires: May 06, 2022

COMMONWEALTH OF MASSACHUSETTS

HAMPDEN, SS.

On this 6 day of May, 2022, before me, the undersigned notary public, personally appeared Dominic J. Sarno, proved to me through satisfactory evidence of identification, which was personal knowledge, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.



William R. Brock

Notary Public, William R. Brock
My Commission Expires: Dec. 15, 2028

SCHEDULE A – PROMISSORY NOTE

(Schedule A)

FIRST AMENDMENT TO PROMISSORY NOTE (City)

THIS FIRST AMENDMENT TO PROMISSORY NOTE (this "Amendment") is executed as of the 7 day of September, 2021, by and between THE CITY OF SPRINGFIELD, (the "City"), and TEOFILO DIAZ AND LUZ M. DEJESUS, (the "Borrower").

RECITALS

- A. The Borrower executed a Promissory Note, payable to the City, as of September 7, 2021 (the "Note").
- B. The Borrower's contractor completed the work at an **Increased** cost.

AMENDMENT

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

- 1. The September 7, 2021 Promissory Note had an original principal amount of **\$50,341.25 (Fifty Thousand Three Hundred Forty One 25/100 Dollars)**.
- 2. Due to the **Increased** costs incurred, the parties agree to **Increase** the original principal amount of the Note to **\$52,596.00 (Fifty Two Thousand Five Hundred Ninety Six 00/100)**.

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

- 3. All other terms and conditions contained in the original Promissory Note dated September 7, 2021 remain unchanged.

IN WITNESS WHEREOF, this First Amendment to Promissory Note has been duly executed by the undersigned as of the date and year first above written.

SIGNATURES APPEAR ON FOLLOWING PAGE

BORROWER:

Teofilo Diaz and Luz M. DeJesus,

By: Teofilo Diaz
Teofilo Diaz

Luz M. DeJesus
Luz M. DeJesus

CITY:

By: Domenic J. Sarno
Domenic J. Sarno – Mayor

COMMONWEALTH OF MASSACHUSETTS

HAMPDEN, SS

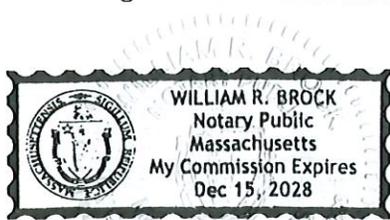
On this 28th day of April, 2021, before me, the undersigned Notary Public, personally appeared the above-named Teofilo Diaz, proved to me through satisfactory evidence of identification, which was Lic MASS., to be the person whose name is signed on the preceding or attached document, and acknowledge that s/he signed it voluntarily for its stated purpose, and acknowledged to me that s/he executed the same as her/his free act and deed.

Marcely Vega
Notary Public Marcely Vega
My Commission Expires: May 06, 2022.

COMMONWEALTH OF MASSACHUSETTS

HAMPDEN, SS

On this 6 day of May, 2021, before me, the undersigned Notary Public, personally appeared the above-named Domenic J. Sarno, proved to me through satisfactory evidence of identification, which was personal knowledge, to be the person whose name is signed on the preceding or attached document, and acknowledge that he signed it voluntarily for its stated purpose, and acknowledged to me that he executed the same as his free act and deed.



William R. Brock
Notary Public William R. Brock
My Commission Expires: Dec. 15, 2028

AMENDMENT TO PROMISSORY NOTE
(City)

THIS FIRST AMENDMENT TO PROMISSORY NOTE (this "Amendment") is executed as of the 7 day of September 2021, by and between THE CITY OF SPRINGFIELD, (the "City"), and Teofilo Diaz and Luz M. DeJesus, (the "Borrower").

RECITALS

A. The Borrower executed a Promissory Note, payable to the City, as of September 7, 2021 (the "Note").

B. A change order, agreed upon by the Borrower and the City, will increase the borrowed amount to \$52,596.00

AMENDMENT

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

1. The September 7, 2021 Promissory Note had an original principal amount of **\$50,341.25 (Fifty Thousand Three Hundred Forty One 25/100 Dollars)**.

2. Due to the Increased projected new costs, the parties agree to Increase the original principal amount of the Note to **\$52,596.00 (Fifty Two Thousand Five Hundred Ninety Six 00/100 Dollars)**.

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

3. All other terms and conditions contained in the original Promissory Note dated September 7, 2021 remain unchanged.

IN WITNESS WHEREOF, this First Amendment to Promissory Note has been duly executed by the undersigned as of the date and year first above written.

SIGNATURES APPEAR ON FOLLOWING PAGE

BORROWER:

Teofilo Diaz and Luz M. DeJesus,

By: Teofilo Diaz
Teofilo Diaz

Luz M. De Jesus
Luz M. DeJesus

CITY:

By: Domenic J. Sarno
Domenic J. Sarno – Mayor

COMMONWEALTH OF MASSACHUSETTS

HAMPDEN, SS

On this 28th day of April, 22, before me, the undersigned Notary Public, personally appeared the above-named Teofilo Diaz, proved to me through satisfactory evidence of identification, which was LIC MASS, 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.

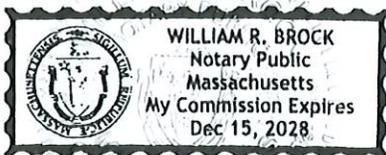
Marilyn Vega
Notary Public
My Commission Expires: May 06, 2022

COMMONWEALTH OF MASSACHUSETTS

HAMPDEN, SS

On this 6 day of May, 2022, before me, the undersigned Notary Public, personally appeared the above-named Domenic J. Sarno, proved to me through satisfactory evidence of identification, which was personal knowledge, to be the person whose name is signed on the preceding or attached document, and acknowledge that he signed it voluntarily for its stated purpose, and acknowledged to me that he executed the same as his free act and deed.

William R. Brock
Notary Public William R. Brock
My Commission Expires: Dec. 15, 2028





1350 Main Street, Suite 1410
Springfield, Massachusetts 01103
+1 413 781 8000 | Fax: 1 413 781 2100

NAIPlotkin.com

November 10, 2021

William Brock
Senior Project Manager
City of Springfield
Office of Disaster Recovery and Compliance
1600 East Columbus Avenue, 2nd Floor
Springfield, MA 01103

**RE: Property Inspection Change Order Inspection Report: 62 Florence Street,
Springfield, MA**

Dear William:

NAI Plotkin has completed a Healthy Home's Property Inspection for payment of the above referenced property. The inspection and report were conducted in accordance with generally accepted industry standards.

NAI Plotkin certifies that to the best of its knowledge this report is true and accurate. We hope you find the report complete and informative. Please do not hesitate to contact us if you have any questions, or if we can be of further service to you.

Sincerely,

A handwritten signature in black ink, appearing to read 'Courtney Rose', with a long horizontal stroke extending to the right.

Courtney Rose
Construction Manager

NAI Plotkin
1350 Main St, Suite 1410
Springfield, MA 01103
Phone: [REDACTED]
Email: [REDACTED]

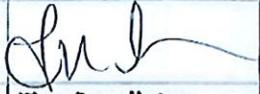
Office of Housing CHANGE ORDER REQUEST

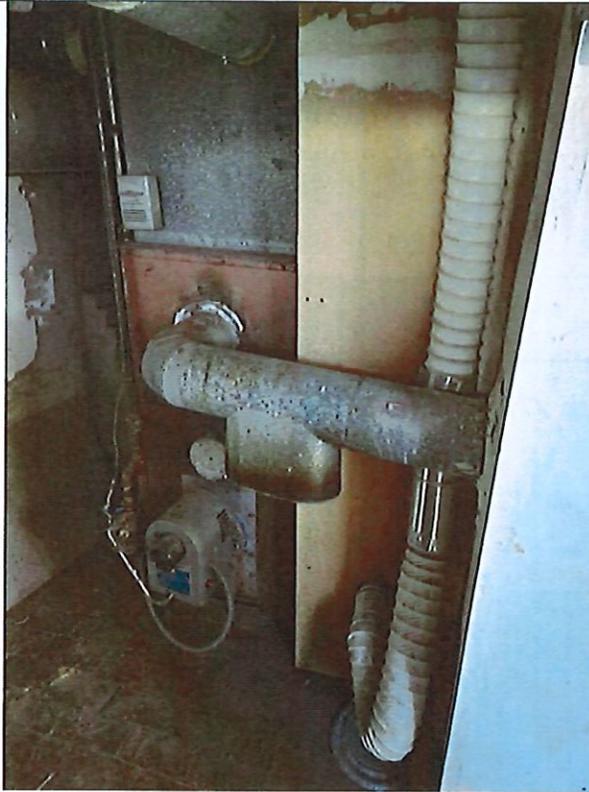
PROJECT NAME	Healthy Homes Program		
LOCATION OF WORK	62 Florence Street, Springfield Mass.		
PROJECT MANAGER	William Brock	HOMEOWNER	Teofilo Diaz and Luz Dejesus
REQUESTING PARTY	Kingdom Building and Contracting Inc.	DATE OF REQUEST	November 5 th 2021

CHANGE REQUEST OVERVIEW	
DESCRIPTION OF CHANGES NEEDED	<i>Describe the change.</i> Furnace needs to be replaced
REASON FOR CHANGE	<i>Fill in reason for change order – narrative as to why scope was not foreseen, etc.</i> <ul style="list-style-type: none"> Existing furnace has been evaluated by HVAC technician and has been found to be operating at less the 40% efficiency. The unit is significantly outdated and specific replacement parts have been discontinued for that system.
SUPPORT & JUSTIFICATION DOCUMENTS	<i>List all attached documents which support the requested change. Justify any increased cost and time.</i> Please see Attached pictures
SPECIFICATIONS	<i>Detail changes to repair specifications.</i> A new energy efficient system will be installed per code requirements with all applicable components.
ADDITIONAL INFORMATION	None

CHANGE IN CONTRACT PRICE		CHANGE IN CONTRACT SCHEDULE (if applicable)	
ORIGINAL PRICE	\$36,150.00	ORIGINAL TIMES	

NET CHANGES OF PREVIOUS CHANGE ORDERS		NET CHANGES OF PREVIOUS CHANGE ORDERS IN DAYS	
NET INCREASE / DECREASE	\$6,700.00	NET INCREASE / DECREASE	
TOTAL CONTRACT PRICE WITH APPROVED CHANGES	\$42,850.00	TOTAL CONTRACT TIME WITH APPROVED CHANGES	

ACCEPTED BY SIGNATURE		APPROVED BY SIGNATURE		
HOMEOWNER NAME	<i>Teofik Dian</i>	SUPERVISOR NAME & TITLE	Courtney Rose, NAI Plotkin	Tina Quagliato-Sullivan, Director
DATE		DATE	11/10/21	11/17/21



Basement:

- Existing furnace has been evaluated and was found to be operating less than 40% efficiency.



Basement:

- Existing furnace has been evaluated and was found to be operating less than 40% efficiency.



Basement:

- Existing furnace has been evaluated and was found to be operating less than 40% efficiency.



Basement:

- Existing furnace has been evaluated and was found to be operating less than 40% efficiency.



1350 Main Street, Suite 1410
Springfield, Massachusetts 01103

NAIPlotkin.com

March 22, 2022

William Brock
Senior Project Manager
City of Springfield
Office of Disaster Recovery and Compliance
1600 East Columbus Avenue, 2nd Floor
Springfield, MA 01103

**RE: Property Inspection Change Order Inspection Report: 62 Florence Street,
Springfield, MA**

Dear William:

NAI Plotkin has completed a Healthy Home's Property Inspection for payment of the above referenced property. The inspection and report were conducted in accordance with generally accepted industry standards.

NAI Plotkin certifies that to the best of its knowledge this report is true and accurate. We hope you find the report complete and informative. Please do not hesitate to contact us if you have any questions, or if we can be of further service to you.

Sincerely,

Courtney Rose
Construction Manager

NAI Plotkin
1350 Main St, Suite 1410
Springfield, MA 01103

Office of Disaster Recovery CHANGE ORDER REQUEST

PROJECT NAME	Healthy Homes Program		
LOCATION OF WORK	62 Florence Street		
PROJECT MANAGER	William Brock	HOMEOWNER	Teofilo Diaz and Luz DeJesus
REQUESTING PARTY	Kingdom Building and Contracting	DATE OF REQUEST	3/21/2022

CHANGE REQUEST OVERVIEW	
DESCRIPTION OF CHANGES NEEDED	Replacement of 5 Windows not included on original scope of work.
REASON FOR CHANGE	5 Windows were not included on the original scope of work. After inspection it was found that these windows were in poor condition, and in a similar state to other windows included in the project. The contractor proposes that we include these 5 windows in the scope of the Healthy Homes Project.
SUPPORT & JUSTIFICATION DOCUMENTS	5 Windows are of an older wooden design. 23 vinyl windows were installed in other location throughout the property, and replaced windows of similar condition. Pictures of the 5 excluded windows are attached.
SPECIFICATIONS	Remove 5 double hung wooden windows, and replace with 5 vinyl energy efficient windows.
ADDITIONAL INFORMATION	Any additional information will be attached.

CHANGE IN CONTRACT PRICE		CHANGE IN CONTRACT SCHEDULE (if applicable)	
ORIGINAL PRICE	\$36,150.00	ORIGINAL TIMES	
NET CHANGES OF PREVIOUS CHANGE ORDERS	\$6,700.00	NET CHANGES OF PREVIOUS CHANGE ORDERS IN DAYS	
NET INCREASE / DECREASE	\$3,000.00	NET INCREASE / DECREASE	
TOTAL CONTRACT PRICE WITH APPROVED CHANGES	\$45,850.00	TOTAL CONTRACT TIME WITH APPROVED CHANGES	

ACCEPTED BY SIGNATURE		APPROVED BY SIGNATURE		
HOMEOWNER NAME		SUPERVISOR NAME & TITLE	Courtney Rose, NAI Plotkin	Tina Quagliato-Sullivan, Director
DATE	3/21/2022	DATE		



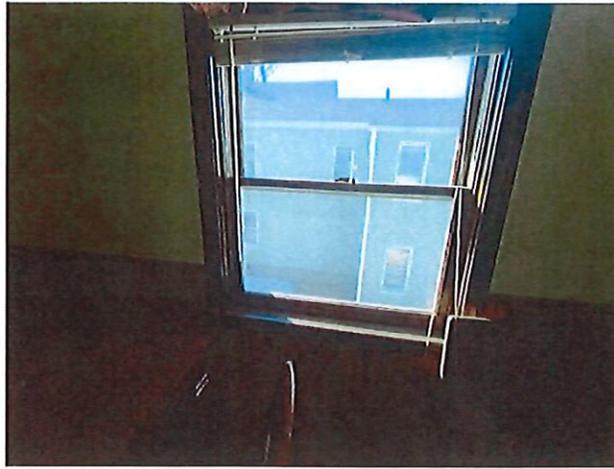
Basement:

- Window is not operating properly and are allowing cold air drafts
- Replace window with a new vinyl replacement one over one energy star double insulated pane double hung window, insulating all gaps and refinish interior / exterior trim as needed.



1ST Floor Kitchen:

- Window is not operating properly and are allowing cold air drafts
- Replace window with a new vinyl replacement one over one energy star double insulated pane double hung window, insulating all gaps and refinish interior / exterior trim as needed.



2nd Floor Dining:

- Window is not operating properly and are allowing cold air drafts
- Replace window with a new vinyl replacement one over one energy star double insulated pane double hung window, insulating all gaps and refinish interior / exterior trim as needed.



Front hallway:

- Window is not operating properly and are allowing cold air drafts
- Replace window with a new vinyl replacement one over one energy star double insulated pane double hung window, insulating all gaps and refinish interior / exterior trim as needed.



2nd Floor Kitchen:

- Window is not operating properly and are allowing cold air drafts
- Replace window with a new vinyl replacement one over one energy star double insulated pane double hung window, insulating all gaps and refinish interior / exterior trim as needed.