

DATE FORWARDED TO NEXT DEPT.

Date

Initials



DEPARTMENT

City Comptroller

Law
CAFO
Mayor

Community Development

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

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City Comptroller	U		Ku	11/7/18
Community Development				
Vendor No.: 18472 Co	ontract No.:		t Date: 10/2/2018	
Contract Amt.: \$82,320.		9 <i>0305</i> te: 10/19/18 I	Danasyal Data:	
Contract Ann., \$62,320.	00 Issue Da	ic. 10/19/16 1	Cellewal Date.	
Appropriation Code1: 26	5451815-5301	05-64516		
Appropriation Code2:				
Appropriation Code3:				
Appropriation Code4:				
Description of Funding S	Source: CDBC	3-NDR		
D' 13 I	D ::	. 31 10000	7077 DO N	
Bid No.:	Requisit	ion No.: 19005	8867 PO No.:	
Vendor Name: Maritza (Tresno			
v ondor rame. Maritza v	эгсэро			
Contract Type: CDBG-N	NDR Healthy I	Homes Rehab		
Contract Purpose: Rehab	oilitation of Ho	ome located at	11-13 Spruce Street, S	springfield, MA
10 March 10	AND BEINGE COM	v. v ozu, za		
Originating Dept.: Com	nunity Develo	pment/CDBG-	-Disaster Recovery	
E 2 / D 31/3/6	0000 4 1		D.4. ' D.1	
Expiration Date: 11/16/2	2023 Amendn	nent Date:	Extension Date	~ 0
TYPE OF DOCUMENT (Ple	ease select at leas	t one):		
New □Renewa			Extension	



Bill To

COMMUNITY DEVELOPMENT 1600 EAST COLUMBUS AVE

SPRINGFIELD, MA

01103

Requisition 19005867-00 FY 2019

Acct No: 26451815-530105-64516

Review:

Buyer: lpl

Status: Released

Page 1

Vendor

MARITZA CRESPO 13 SPRUCE STREET

SPRINGFIELD, MA 01105

USA Tel#886-5050 Ship To COMMUNITY DEVELOPMENT 1600 EAST COLUMBUS AVE

SPRINGFIELD, MA 01103 NGREAVES@SPRINGFIELDCITYHALL.COM

Delivery Reference NIGEL GREAVES

C = 20190305

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department	
10/19/18	018472	1			COMMUNITY DEVELO	OPMENT
LN Descript	ion / Acc	ount		Otv	Unit Price	Net Price

General Notes

CONTRACT PENDING 10/29/18 10/29/18 ASSIGNED C#20190305 001 CDBG-NDR HEALTHY HOMES REHAB

1.00 82320.00000 EACH

82320.00

1 26451815-530105-64516

82320.00

Ship To DISASTER RECOVERY 4TH FLOOR 36 COURT STREET ROOM 405/411 SPRINGFIELD, MA

Requisition Link

Approved Approved Requisition Total

82320.00

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

Account 26451815-530105-64516

Remaining Budget 4034255.66 Amount 82320.00

***** Approval/Conversion Info *****
Activity Date Clerk
Approved 10/19/18 Amanda Pham

10/19/18 10/19/18 10/19/18 10/22/18 10/22/18 10/22/18 Approved Approved

Cathy Buono Hamediah Mohamed

Melanie Acobe Christopher Fraser

Comment

Auto approved by: cak

Auto approved by: 108745 Auto approved by: 108745



Bill To COMMUNITY DEVELOPMENT 1600 EAST COLUMBUS AVE

SPRINGFIELD, MA 01103

Requisition 19005867-00 FY 2019

Acct No: 26451815-530105-64516

Review:

Buyer: lpl Status: Released

Page 2

Vendor MARITZA CRESPO 13 SPRUCE STREET

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Date Ordered	Vendor Da Number Re	te quired V	Ship Via	Terms	Departmen	ıt	
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C*20190305

CITY OF SPRINGFIELD

HEALTHY HOMES REHABILITATION PROGRAM AGREEMENT FOR OWNER-OCCUPANTS

Whereas, Maritza Crespo ("Homeowner") are receiving Healthy Homes Rehabilitation Program financial assistance from the City of Springfield ("City") in the amount of \$82,320.00 to fund rehabilitation of the home located at 11-13 Spruce Street, Springfield, MA 01105 according to the terms of the agreed-upon Work Write-Up Specifications and in compliance with Massachusetts and City of Springfield building and health codes. The Healthy Homes program is funded by the federal Community Development Block Grant-National Disaster Resilience (CDBG-NDR) program.

Now, therefore, the parties agree as follows:

Terms of the Loan

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

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

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

Rental Units

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

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

Income Eligibility

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

Enforcement

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

This contract is signed as of the _____ day of September, 2018.

Maritza Crespo, Borrower

Geraldine McCafferty, Director

Office of Housing CITY OF SPRINGFIELD

October

Approved as to Appropriation:

Approved as to Form:

Office of Comptroller

CITY OF SPRINGFIELD

Law Department CITY OF SPRINGFIELD

APPROVED:

CITY OF SPRINGFIELD

Domenic/J. Sarno, Mayor

CITY OF SPRINGFIELD

SPECS BY LOCATION/TRADE 5/24/2018 Pre-Bid Site Visit: Case Number: Bidding Open Date: Project Manager: Bidding Close Date: Phone: Initial: Address: 11-13 Spruce Street Unit: Unit 01 Location: 1 - General Requirements Approx Wall SF: 0 Ceiling/Floor SF Spec # Quantity Units Unit Price **Total Price** Trade: **General Requirements** 10 OWNER ACCEPTS SCOPE OF WORK 1.00 DU The undersigned applicant(s) certifies that he/she has participated in the development of this Work Write Up (WWU) with the "Date inspected" date of 5/34 & referred to as Exhibit 1. After careful review the applicant understands & accepts the Work/described & has initialed & dated each page of this WWU. Applicant | Date 14 CONTRACTOR ACCEPTS SCOPE OF WORK 1.00 DU The undersigned contractor certifies that he/she has carefully reviewed & agrees to perform the work described in this Work Write Up (WWU) with the "Date Inspected" date of _____ & referred to as Exhibit 1. The contractor shall initial & date each page of the WWU. Contractor Date 28 **VENTILATION--ASHRAE 62.2-GENERAL REQUIREMENTS** GR This dwelling unit must have a ventilation system that meets ASHRAE 62.2 . See http://www.ashrae.org/technology/page/548 and http://www.buildingscience.com/documents/reports/rr-0502-review-of-residential-ventilation-technologies/ 30 WALL NAMING PROTOCOLS 1.00 Walls and attached components shall be identified with the letters A, B, C & D. Wall A is always the wall that is closest to the address elevation or the "street side" of the house. Moving clockwise, the walls are then B, C, D, To name components, for example, a window as a subset of 4 windows on the D wall, the first would window is Window D1. The last is window D4 moving in a clockwise direction. These locational markers may also be combined with the adjectives: left, right, upper, lower. For example: Replace the right side window casing at window D3. 31 **CONSTRUCTION DEFINITIONS** "Install" means to purchase, set up, test and warrant a new component. "Replace" means to remove and dispose of original material, purchase new material, deliver, install, test and warrant. "Repair" means to return a building component to like new condition through replacement, adjustment and recoating of parts. "Reinstall" means to remove, clean, store and install a component. 32 SUBSTITUTION APPROVAL PROCESS 1.00 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. 34 LINE ITEM BREAKDOWN 1.00 The apparent winning bidders shall provide the owner with a line item cost breakdown within 3 working days of a request.

All Quantities stated in the attached specifications for this address using Units of Measure other than Each (EA), Room (RM) or Dwelling Unit (DU) (e.g. SF of Drywall) are for the contractor's convenience and must be verified by the contractor at a mandatory site inspection prior to bid submission. All quantities stated in the Units of Measure Each (EA), Room (RM) or Dwelling Unit (DU) are as stated. Discrepancies in Quantities found by the contractor must be communicated to the Housing Rehabilitation Specialist prior to the submission of a bid. Claims for additional funds due to discrepancies in Quantities shall not be honored if submitted after the bid submission.

VERIFY QUANTITIES/MEASUREMENTS

Addres	s: 11-16	3 Spruce Street	Unit: U	Init 01			
Locatio	n:	1 - General Requirements	Approx W	all SF. 0	Ţ	eiling/Floor S	F. 0
Spe	ec#	Spec		Quantity	Units	Unit Price	Total Price
Trade:	1	General Requirements			······································		
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		CONTRACTOR PRE-BID SITE VISITE TO SUBMISSION OF THE SITE OF THE SI	sion of a bid is presumptiv		DU hat the b	oidder has tho	roughly
55		WORK TIMES		1.00	GR		
		s and their Subcontractors shall schedu o work on weekends and before or afte					ugh Friday.
		NEW MATERIALS REQUIRED is used in connection with this work writer pre-approved by Owner and Constru		1.00 st quality and	GR I without	defects - unle	ess stated
		WORKMANSHIP STANDARDS all be performed by mechanics both lickers shall protect all surfaces as long a				ell as the task	s assigned to
fre	il the ago quently i	CLOSE-IN INSPECTIONS REQUIR ency for inspection of all work that will includes, but is not limited to footings, I aming & decking prior to installation of	be concealed from view b roof sheathing & flashing	prior to instal	lation of	new felt & shi	ngles, and
the	ontractor erefrom,	1 YEAR GENERAL WARRANTY shall remedy any defect due to faulty rewhich appear within one year from final ers' written warranties covering items for the state of t	al payment. Further, conti	ractor shall f	urnish ov	vner with all m	anufacturers'
Ar co Re	mply with	ENVIRONMENTAL REHAB—RRP Factor performing renovation, repair, and h EPA 40 CFR Part 745(Lead; Renovation Firm and must use Certified Renovatices.	l painting projects that dis ation, Repair, and Painting	Program), t	sed pain se certific	ed by the EPA	as a
Trade:	9_	Environmental Rehab					
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rade: 9	Environmental Rehab				
See 24CFI	R Part 35 - Subpart B - Section 35.110 Definitions, for additional definitions	š.			77 / AB
9003	LEAD-SPECIFIC LAWS, RULES, REGULATIONS & 1.0 GUIDELINES		GR		7500
lead dust e Hazard Co	ition of this work shall comply with all applicable federal, state and local law environments, including but not limited to: 29 CFR 1926.62 - Lead Constru ommunication Standard; 40 CFR Part 745 - Lead-Based Paint Poisoning P (EPA Regulations); 24 CFR Part 35 - HUD's Lead Safe Housing Rule.	ction	n Standa	ard; 29 CFR1	910.1200 -
		Lo	ocation	Total:	7500
ocation:	2 - Exterior Approx: Wall SF: 0		C	eiling/Eloor S	F 0 m
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	•	••			475
1330 Renair chi	CHIMNEYREPOINT 30. imney above roof area by cutting out mortar at least 1/2", removing all loos		SF		
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Address: 11-	13 Spruce Street		Unit	: Unit 01		Section 2	
ocation:	2 - Exterior		Approx	Wall SF: 0		Ceiling/Floor S	
Spec #	Spec			Quantity	Units	Unit Price	Total Price
Frade: 10	. 						***
REAR DO	OR 1ST FLOOR						iio.
3500 Cover por	PORCH CEILING rch ceiling with 1/4" BC		e molding at perim	90.00 eter and 2" wid	SF le batter	n strips at sean	135 ns.
1ST FLO	OR REAR PORCH						
members	PORCH LATTICE of any existing lattice ar 24" on center. Install AND REAR PORCHES	ound porch crawl spa	ce. Frame openin frame.	120.00 g with 1"x 4" p		ive treated pine	e with vertical
3560	PORCH-REBUILD	COMPLETE		280.00	SF		(J, 000
railings a railing us 6"x 6" en treads, or balusters PORCHE	ete sono tube piers, 2' nd 6" square posts for ing 2"x 4" top and botto d posts. Construct a re n a solid concrete foote on both side 32" above ES INCLUDED ARE 1S	roof. Dispose of exisom rails, and 2"x 2" bath placement unit with (4 or. Frame stairs 6' wide tread nosing. Struct T FLOOR FRONT PC	ting steps on front fusters face nailed) 2"x 12" preserva te connecting to ex tural lumber and d	porch only. Co l 6" on center. Itive treated pin kisting landing eck shall be pr	onstruct Create : le string . Constri eservati	a preservative a 3'6" high railli ers, 5/4" PTP s uct wooden ha ve treated.	treated pine ng between stepping stock andrails with
PORCH	STEPS TO BE DEMO.	-REPL EXTERIOR		5.00) EA		575
5/4" PTP and 2"x 4 SIDE EN 3605		on a solid concrete food handrall on one side. N. ASEMENT HATCHW	ooter. Frame stair de 32" above tread	s 3' wide conne d nosing. 1.00	ecting to	a 5'x 6' landin	g, of 2"x 6"s
Install a per man	metal basement hatchv ufacturer's instructions	to provide waterproof	and secure protec	tenor stair and ction.	door ov	er exterior das	ement steps
Trade: 1	5 Roofing						
4601 Recomn	**GUTTER & D.S. nend to install 6' -8' ext		outs to divert wate	8.0 r away from fo		<u> </u>	175
4635 Dispose owner.	GUTTER5" SEA of gutter. Install 5", K-	MLESS ALUMINUM type, seamless, .027	gauge aluminum	140.0 gutter to servic		White or browr	
4640 Dispose center.	DOWNSPOUT-5's of existing downspout.	' SEAMLESS ALUMI Install 5", square, se		140.0 ge, white, alum		wnspout. Stra	b at least 3' on
Trade: 2	1 HVAC						
outlet. h	DRYER VENT " round rigid galvanized http://www.energyfedera steners that protrude in hims with duct mastic, n	ition.org/consumer/de ito the interior of the e	fault.php/cPath/30 xhaust duct. Use)_4287_4571. pop rivets to c	ounted l Do not t	asten with nail	s, screws or
					Locat	tion Total:	26,179
Location:	3 - Basement		Аррг	ox Wall SF 0		Ceiling/Floc	rSF: 0===

Address:	11-1	3 Spruce Street	Unit:	Unit 01			
ocation		3 - Basement	Approx V			Ceiling/FloorS	
Spec	#	Spec		Quantity	Units	Unit Price	Total Price
rade:	5	Demolition & Disposal					
710 Remo	ove te	DEMO NON BEARING PARTITIO rmite damage partition walls in baser		100.00 egal dump.	SF		300
rade:	9	Environmental Rehab					
levels	ove as are	ASBESTOS PIPE INSUL.—REMO'sbestos-containing pipe or ductwork in acceptable.		50.00 ardous waste	LF site. Cle	ean area until d	ጉ ፡ ፡ › › clearance test
BASE	EMEN	IT FURNACE					
Trade:	10	Carpentry					
	joist l	JOIST-SISTER 2"X8" IMPROPE evel and sister 2"x8" joist using a tria FLOOR JOIST AT REAR WALL NEA	ngulated nailing pattern and	1.00 d cement coa	EA ted nails	s, 8" on center.	752
Trade:	21	HVAC					
wall rechimitemp Furni Furni Minir Trade: 6605 Provi finish DRA	li 80,0 registe ney p is -10 aces ace fi num 22 ide al ito m IN LII	FURNACE & DUCTGAS: 80,000 DOO BTU intermit. pilot, forced air furners, to service all rooms. Include setter code. Provide separate power circle F. Min AFUE rating of 86. must be ENERGY STAR®-qualified filters shall not be made of fiberglass. Furnace warranty 15 years under normal plumbing LEAK-INVESTIGATE/REPAIR ALLOWANCE to investigate leak area. Repatch original surface. NE LEAKS IN BASEMENT WHEN 18 WATER HEATER-40 GALLON GOOG Gallon, glass lined, high recovery, increature relief valve, discharge tube to	ace complete with plenum, ack thermostat, filter, fan ar uit & operating manual. Sy Furnaces shall have variable All furnaces shall bear all a nal use and maintenance, a low pair leak. If any surface is destructed to R-7, gas water here.	nd plenum constem to main e-speed blow pplicable UL-all other companies of the companies of	ntrol. Cotain 70 Fers and listed an conents AL ag invest	programmable programmable nd AGA-certific year warrant igation or repa	breaching to when outside thermostats. ed labels. y. 600 ir, patch and 7700 de pressure
shut-	off va	alve to fixture. Dispose of old water h NT AREA.	eater in code legal dump.		o, 101.5	aminos ana g	ao piping nom
Trade:	24	Extermination					
8303		INSPECT & PROVIDE TERMITE	REPORT	1.00	DU		400
 treat year of inf 	tatior ment the p	EXTERMINATE TERMITES a shall be eliminated by treating in accesshould be effective for at least 1 years oremises shall be retreated at no cost ion during this period, the exterminate.	from the date of treatment to the owner; furthermore,	t. If infestatio , should dama	n occurs	in the same a	
Trade:	27	Fire Protection					
8721 Insta		CARBON MONOXIDE DETECTO ard wired or plug-in carbon monoxide	- -	1.00		2	50

dress:				en Englisher (1980)	walled a wine William Colors		
				Ļ	ocation.	ı Total:	
cation		4 - Attic	Approx	Wall SF 0	(Ceiling/Floor S	F. 0
Spec	#	Spec		Quantity	Units	Unit Price	Total Price
ide:	10	Carpentry					
		WINDOW-VINYL FIXED SASH ure, fabricate, and install a white vin CRACKED SIDE ATTIC WINDOW.	•	1.00 ash including a	EA Il necess	ary panning, c	caulk and trim.
ade:	17	Drywall & Plaster					
5270		DRYWALL-1/2"		120.00	SF		600
instal mem	l usino bers.	and 3 coat finish 1/2" drywall. Apply g drywall screws min. 1 5/8 long, 8"c Sand ready for paint. LS ON ATTIC STAIRCASE	y a 3/8" bead of low VOC on center. Run boards with	trywall adhesiv h long dimensi	e to eac on perpe	h framing men Indicular to fra	nber and ming
de:	23	Electric					
7430		CERTIFY ELECTRIC DISTRIBUT		1.00			500
comp fixtur	oliance es, wi	shall inspect all exposed wiring, mo Non-functioning and dangerous e th \$20 per fixture allowance. The se	equipment and wiring shall	be replaced we to the BOCA	ith Rome	ex wire, ivory o	levices and
VEL.	AIR A	LL ELECTRICAL WIRING AND LIG	HTING NOT UP TO COD	E.			
KEF/	AIR A	LL ELECTRICAL WIRING AND LIG	SHTING NOT UP TO COD		Locatio	n Total: _	23,82
	1000 G 1000 Wali	LL ELECTRICAL WIRING AND LIG			Locatio	on Total: _ Ceiling/Floor	
	Ľ			m glumellický kritisky (kiske) elek			SF. 0
ocation	Ľ	_5 - Interior		∠Wall SF : 0		Ceiling/Floor	SF 0 Total Pric
Specation Specade: 2351 Rem 120 by B 275 gran	the state of N	5-Interior Spec	V VOC sink all nails and fill holes. ing. Vacuum and tack rag ler, Hydroline Sealer, EZ I f the Bay Area Air Quality to the manufacturer's maxi	Quantity 4.00 Sand the entire room. Apply Dry, or Emulsion	Units RM re floor in 1 coat of on) then a	Unit Price Cluding the ed one of the foll apply 2 coats on the following the extended may not except the second may not e	Total Price Total
Specation Specade: 2351 Rem 120 by B 275 gram wate	10 nove a grit (o asic C that co	Spec Carpentry FLOOR—REFINISH WOOD LOW Ill carpeting and padding. Counter so in finer) sandpaper for the final sandicating (Commercial Catalyzed Seal complies with regulation 8, rule 51, of the final sandicating (Commercial Catalyzed Seal complies with regulation 8, rule 51, of the final sandicating (Commercial Catalyzed Seal complies with regulation 8, rule 51, of the final sandicating as thinned to the final sandicating as thinned to the final sandicating as the	Approx V VOC sink all nails and fill holes. ing. Vacuum and tack rag ler, Hydroline Sealer, EZ I f the Bay Area Air Quality to the manufacturer's maxi to the fint bases.	Quantity 4.00 Sand the entire room. Apply Dry, or Emulsion	Units RM re floor in 1 coat of on) then a	Unit Price Cluding the ed one of the foll apply 2 coats on the following the extended may not except the second may not e	Total Pric Total Pric Control Service Service Service
Specation Specade: 2351 Rem 120 by B 275 gram wate	tove a grit (o asic C that cons of \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \	Spec Carpentry FLOOR—REFINISH WOOD LOW Ill carpeting and padding. Counter ser finer) sandpaper for the final sandictoring (Commercial Catalyzed Seal complies with regulation 8, rule 51, of COC per liter of coating as thinned to mpt compounds, or colorant added OR LIVING ROOM AND 3 BEDROOM WINDOWVINYLLOW E DBL	Approximately Ap	4.00 Sand the entire room. Apply Dry, or Emulsic Management (Units RM re floor in 1 coat of n) then a District ar endation,	Unit Price Cluding the ed one of the foll apply 2 coats on the following the extended may not except the second may not e	Total Price See Using a cowing sealers of StreetShoet Seed 250 evolume of an
Specation Specade: 2351 Rem 120 by B 275 gram wate 1ST 2982 Fiel	that cons of \ FLOCE	Spec Carpentry FLOOR—REFINISH WOOD LOW Il carpeting and padding. Counter so in finer) sandpaper for the final sandiction (Commercial Catalyzed Seal complies with regulation 8, rule 51, of the final sandiction of the fina	V VOC sink all nails and fill holes. ing. Vacuum and tack rag ler, Hydroline Sealer, EZ I f the Bay Area Air Quality to the manufacturer's maxi to the tint bases. DMS. HNG DBL GLZ ENERGY	4.00 Sand the entire room. Apply Dry, or Emulsion Management (mum recommond) 4.00 Sand the entire room. Apply Dry, or Emulsion Management (mum recommond) 4.00 An argon filled L	Units O RM re floor in 1 coat of on) then a District ar endation,	Ceiling/Floor Unit Price cluding the ed one of the foll apply 2 coats on the foll apply 2 coats on the excluding the excluding the	Total Price Total Price SF 0 Iges using a owing sealers of StreetShoed 250 evolume of an arrow of the sealers of the sealer
Specation Specation Specation 2351 Rem 120 by B 275 gram wate 1ST 2982 Fiel STA	to # 10 nove a grit (o asic Cothat cons of \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \	Spec Carpentry FLOOR—REFINISH WOOD LOW Ill carpeting and padding. Counter so in finer) sandpaper for the final sandictory control of the co	Approximate Approx	4.00 Sand the entire room. Apply Dry, or Emulsion Management (mum recommond) 4.00 Sand the entire room. Apply Dry, or Emulsion Management (mum recommond) 4.00 An argon filled L	Units O RM re floor in 1 coat of on) then a District ar endation,	Ceiling/Floor Unit Price cluding the ed one of the foll apply 2 coats on the foll apply 2 coats on the excluding the excluding the	Total Price Total Price SF 0 Iges using a owing sealers of StreetShoet 250 evolume of an arrow of the sealers of the sealer
Specation Specade: 2351 Rem 120 by B 275 gram wate 1ST 2982 Fiel STA FOL	to # 10 nove a grit (o asic Cothat cons of \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \	Spec Carpentry FLOOR—REFINISH WOOD LOW Ill carpeting and padding. Counter ser finer) sandpaper for the final sandictoring (Commercial Catalyzed Seal complies with regulation 8, rule 51, of COC per liter of coating as thinned to mpt compounds, or colorant added on LIVING ROOM AND 3 BEDROOM WINDOWVINYLLOW E DBL STAR asure and install a PVC, 1 over 1, do and ards for this climate for U value at NG ROOMS IN 1ST FLOOR UNIT:	Approximate V VOC sink all nails and fill holes. Ing. Vacuum and tack ragiler, Hydroline Sealer, EZ If the Bay Area Air Quality to the manufacturer's maxile to the tint bases. DMS. HNG DBL GLZ ENERGY ouble hung, double glazed and SHGC. Include 1/2 soit: (2) KITCHEN	Quantity 4.00 Sand the entire room. Apply Ory, or Emulsic Management (mum recommendation of the commendation of the commenda	Units Page 1 Coat of any then a District are and ation, EA Cow E win	Ceiling/Floor Unit Price cluding the ed one of the foll apply 2 coats on the excluding the excluding the excluding the dow that meet	Total Price Total Price SF 0 J 5 0 0 Iges using a owing sealers of StreetShoet 250 volume of an area of StreetShoet 250 volume of an area of StreetShoet 250
specation Specade: 2351 Rem 120 by B 275 gram wate 1ST 2982 Fiel STA FOL KITO	to # 10 10 10 10 10 10 10 10 10 1	Spec Carpentry FLOOR—REFINISH WOOD LOW Ill carpeting and padding. Counter ser finer) sandpaper for the final sandictoring (Commercial Catalyzed Seal complies with regulation 8, rule 51, of COC per liter of coating as thinned to mpt compounds, or colorant added on LIVING ROOM AND 3 BEDROOM WINDOWVINYLLOW E DBL STAR asure and install a PVC, 1 over 1, do and ards for this climate for U value at NG ROOMS IN 1ST FLOOR UNIT:	Approximately Ap	4.00 Sand the entire room. Apply Dry, or Emulsion Management (1) argon filled Lereen. (1) REAR I	Units Page 1 Country Page 1 Country Page 2	Ceiling/Floor Unit Price cluding the ed one of the foll apply 2 coats on the may not excluding the	Total Price Total Price J 5 0 0 Iges using a owing sealers of StreetShoet 250 a volume of an
Spectation Spectade: 2351 Rem 120 by B 275 gram wate 1ST 2982 Fiel STA FOL KITC 3344 Insta	tove a grit (o asic Cothat cons of Ner, exer FLOC 2 d mea R star LOW CHEN 5 all flus	Spec Carpentry FLOOR—REFINISH WOOD LOW Il carpeting and padding. Counter so in finer) sandpaper for the final sandictory commercial Catalyzed Seal complies with regulation 8, rule 51, of COC per liter of coating as thinned to impt compounds, or colorant added on LIVING ROOM AND 3 BEDROOM WINDOW-VINYL-LOW E DBL STAR asure and install a PVC, 1 over 1, do indards for this climate for U value at NG ROOMS IN 1ST FLOOR UNIT: NG ROOMS IN 2ND FLOOR UNIT	Approximate V VOC sink all nails and fill holes. Ing. Vacuum and tack ragiler, Hydroline Sealer, EZ If the Bay Area Air Quality to the manufacturer's maxing to the fint bases. OMS. HNG DBL GLZ ENERGY Duble hung, double glazed and SHGC. Include 1/2 scale (2) KITCHEN (2) KITCHEN (3) CORE kisting jamb. Include privalence in the privalence of the priva	Quantity 4.00 Sand the entire room. Apply Dry, or Emulsion Management (mum recomment 4.00 Sand the entire room. 4.00 Sand the entire room. Apply Dry, or Emulsion 4.00 San	Units Page 1 Country Page 1 Country Page 2	Ceiling/Floor Unit Price cluding the ed one of the foll apply 2 coats on the may not excluding the	Total Pric Total Pric J 5 0 0 Iges using a owing sealers of StreetShoet 250 volume of an 3 8 0 0 Is the ENERG S ROOM (3)

ddress: 14-	13 Spruce Street		Unit: l	Jnit 01			
ocation:	5 - Interior		Approx W	/all SF: 0		Peiling/Floor S	Fo.0 11 miles
Spec #	Spec			Quantity	Units	Unit Price	Total Price
rade: 10	Carpentry						
	premium acrylic latex.		***				
	ING LOCATIONS: 1ST OR LIVING ROOM & KI		M				
rade: 23	Electric					·	
7565 Install an i non-metal	INSTALL RECEPTAGE ivory, duplex, 15 amp red liic (NM) cable. Fish wire	ceptacle and ivory cov	ver plate at least 15' ut.	6.00 above floor	EA level usi	ng copper 12-	3 <u>860</u>
	ING LOCATIONS: HAS DOR (3) BEDROOMS	A LIMITED NUMBER	OF OUTLETS.				
7752	ENERGY STAR INT	ERIOR CEILING FIXT	TURE	1.00	EA		75
model EL-	Energy Star approved, fl -815-123-W. OR FRONT BEDROOM	ush mounted ceiling li	ight fixture using a (GU24 Base	amp suc	h as the Efficie	ent Lighting
7805	SMOVE DETECTOR	DATTEDV DOMED	JED.	0.00	~~ A		300
Install a U	SMOKE DETECTOR IL approved, ceiling mou NG BASEMENT AND HA	nted, battery powered	I smoke and fire del	8.00 tector and b	EA attery. Ti	HRU OUT HO	•
Associatio impairmei	etectors must be installed on Standard (NFPA) 74 (nt, smoke detectors e an appropriate alarm s	or its successor stand	dards). If the dwellin	ig unit is occ	upled by	al Fire Protecti any person wi	on th a hearing
8017	ENERGY STAR CEIL ENERGY STAR® appro	LING FAN LIGHT FIX		1.00			400
ENERGY room entr	STAR® approved Progrance by a Leviton Do it it	ess Lighting Air Pro li	ght fixture Model # :	P2620-30EF	3WB at H	ome Depot sv	vitched at the
8145		ONG OPEN GROUNE	O RECEPTACLES	8.00	EA		400
open grou	censed electrician inspec und receptacles, thru ou	t house.		ed receptack	es and re	epair/replace a	II 3-Prong
RECEPTA	ACLES ARE LOCATED	IN BOTH UNITS IN E	EVERY ROOM.				•
					Locatio	n Total: 👱	11,775
ocation:	6 - Bathrooms		Approx V	Vall SF: 0		Ceiling/Floor-S	SF 0 :- :
Spec #	Spec			Quantity	Units	Unit Price	Total Pric
Trade: 5	Demolition & D	sposal					
760 Demolish	DEMOLISH AND RE		and floor and dispos	1.00		perty to codo la	450
	OR BATHROOM.	pameng non ran c	ara noor and diopos	·	nom prop	erry to code it	gardump.
Frade: 10) Carpentry						
3825 Install a 1	MEDICINE CABINET 6"x22" metal, surface m		net with hinged plat	1.00 e glass mirr		o shelves.	125
	OR BATHROOM.		.				
Frade: 19	Paint & Walipar	oer .					

ddréss:	11-1	3 Spruce Street	- Unit:	Unit 01		nader et folget det g Gesterheit gebouw	
ocation		6 - Bathrooms	Apprex. V	Vall SF: 0		Seiling/Floor-S	F 0
Spec	; #	Spec		Quantity	Units	Unit Price	Total Price
rade:	19	Paint & Wallpaper					
5567		PREP & PAINT VACANT ROOM w/ PAINTED TO	RIM-LOW	1.00	RM		11 4 9
crack are ke paint meth or sa paint stock g/L; I Mana	ked or cose, it ed suited suit	safe work practices remove & dispose of all loose reloose plaster is to be repaired with a bedding coat of resecure or remove & replace with drywall patch. Surface shall be done with appropriate procedures such time as necessary to seal stains, raw plaster, etc. Prish cut-in neatly to trim & at all corners & edges. Propply two coats of latex semi-gloss paint to cover cores. All paints and primers must not exceed the following of the plants and primers must not exceed the following of the plants. When the property of the Bay Area Air Quality Management District (BAA)	of Durabond anding of an has using a aint ceilings op trim door npletely & urang maximus comply with all caulks	& fiberglass y surfaces co HEPA filtere two coats in s and window niformly. Col um VOC requ Rule 1168 of	mesh tap ontacting d sandir flat ceiling s by de- ors are to irements the Sou	pe. If plaster & or adjoining a ng vacuum or ang white & wall glossing painte he choice of the Flats 50 g/L; th Coast Air Q	lath boards lead-based a wet sanding is in eggshell ed trim prior to be owner from Non-flats 50 uality
1ST	FLOC	OR BATHROOM. REPAIR HOLE IN WALL WHER	E SHOWER	UNIT WAS I	LOCATE	D.	
rade:	20	Floor Coverings					
5922	<u>, </u>	UNDERLAYMENT & LINOLEUM SHEET GOOD	S	50.00	SF		<i>400</i>
593(Dem narro 070" oper) no exis ow cro ' thick, nings,	OR BATHROOM UNDERLAYMENT AND VINYL SHEET GOODS sting vinyl flooring. Install 1/4" underlayment grade pown coated staples, 6" on center allowing a 1/4" gap, backed vinyl sheet goods w/ minimum seams, per Owner's choice of pattern and color. OR BATHROOM.	olywood usir at wall. Fill	seams with a	hank or a manufa	acturer approve	ed filler. Insta
Frade:	22	Plumbing					
6610	0	WATER SUPPLYINSPECT,REPORT		1.00	AL		500
		shower controls, repair hot water supply problem to	shower dive				
2ND	FLO	OR BATHROOM. SHOWER HAS NO HOT WATE	₹.				
690	0	VANITY24" COMPLETE		1.00	EA		500
Insta max pipir con	all a 2- dmum ng witl nectio	4" plywood vanity; including top with backsplash, wa 1.5 GPM flow rate. Include PVC drain attached to a h brass bodied stops on all supply lines. Seal all pe ns using expanding foam or caulk and cover with ch rmaldehyde content) or all exposed edges must be	a code legal netration thr arome eschu	plumbing ver ough the floo icion plates.	it, use ty r, walls a Cabinet	pe L copper of and cabinet for	r PEX supply
1ST	FLO	OR BATHROOM.					- A
700		TOILET-RESET sting toilet on new wax ring with polyethylene flange	Inetall broo	1,00		aaaira dabab -	75
		or bathroom.	. നാമ്പ ഗർ	เล มบเเอ diiu N	ulo allu	accure lighliy t	o me noor.
					, p		200
701		COMMODE-REPLACE-1.28 GPF existing toilet bowl. Install a maximum 1.28 GPF when	ita Matarea	1.00 Actific		un abiaa aassa	
thro Mai Con	ugh the Flus	ne latest edition of the "Maximum Performance" (Maximum Performance" (Maximum Performance" (Maximum Performance) h Performance test (grams of solid waste removed Cadet 3 EL 2568.128. See the following link for the cuwcc.org/WorkArea/showcontent.aspx?id=14058	P) testing p in a single fl MaP Test F	roject that ha ush), such as	s shown	to score 800 d	or better on th

Address:	11-1	3 Spruce Street		l	Init: Unit 01		e de la companya de l	
Location:		6Bathrooms		Арр	rox Wall.SF: 0		Ceiling/Floor S	F = 0 m/s = 0
Spec	#	Spec			Quantity	Units	Unit Price	Total Price
Trade:	22	Plumbing						
			ved plastic or press	ed wood white sea	it, supply pipe, shi	ut-off valv	e, and wax se	al.
2ND F	LOO	R BATHROOM						
Trade:	23	Electric						
7590		RECEPTACLEG			1.00			175
using (coppe	sh mounted, ground er non-metallic cabl nection.	fault circuit interrup	oted ivory duplex repair all tear out. Re	ceptacle with ivor emove wall outlet	y cover p near bott	late adjacent to om of vanity si	o lavatory nk with open
1ST F	LOOI	R BATHROOM.						
7823		EXHAUST FAN	CONTINUOUS MOI	DULATING-MOTIO	ON 1.00	EA		100
ENER Sones delay the ex be sea Slope to the	GY S a, swill featur terior aled v duct ceilin	TAR qualified exhatched by a built in more for the boost sett ideally through a worth duct mastic. In runs to the exterior	air hole in wall. Instrust fan fixture with a sotion detector and r ing, vented w/ damp all or gable end usin sulate ductwork in u at 1/4" per foot. Reulk. Sef the continuous	a modulating DC manight light, the capa per to exterior. Insing a 4" hooded ver inconditioned space pair any damage t	notor capable of 8 acity to run continutal 4" galvanized of the with damper. A e with vinyl or foil to the ceiling instal	O CFM op Jously at metal dud Il duct se faced R t llation and	perating at less a preset CFM of (not flex duct ams and connot minimum duct d air seal fan/li	than .3 rating, a time t) and vent to ections shall t insulation. oht assembly
2ND F	FLOO	R BATHROOM						
			l a high density, 3' lo		1.00 ctric baseboard h		n an integral th	<u>4010</u> ermostat on
		rwall. Include an in PR BATHROOM	dependent 20 amp	circuit.				
7930		HEATER 3 KW			1.00			400
amp o	circuit	kisting wall heater. Tish all wire and part BATHROOM.	Install 3.0 kw, reces patch all tear out.	sed electric wall h	eater with integral	thermos	tat on an indep	endent 20
						Locatio	on Total:	6325
Location	•	7 - Kitchens		esta esta esta Ap	orox Wall SF 0		Ceiling/Floor	SE 0
Spec	#	Spec			Quantity	/ Units	Unit Price	Total Price
Trade:	10	Carpentry				····		
3726		CABINET - WOO	D WALL-PLYWOO)D	8.0) LF		1500
Remo doors shape availa	ove & with ed puable in	dispose off site ex 1/2" plywood carca: lls on all doors and	isting upper cabinets sses & floors. Carca drawers even when ontractor. Cabinets	s. Install upper ca asses will be joine finger grooves ex	binets constructed d using metal or p ist. Owner will cha	d of solid lastic cor	ner bracing. In a serior of the serior of th	frames and stall "D"
1ST 8	& 2NI		IS (2) 30' CABINET	S FOR INSTALLA	TION OF HOOD	VENTS	(1) 36" ABOV	E NEW SINK
Trade:	23	Electric						
	, ,	RECEPTACLE R	CDLACE		5,0	0 EA	· · · · · · · · · · · · · · · · · · ·	57

dress:	11-1	3 Spruce Street		Unit	: Unit 01				
cation:		7 - Kitchens		XonqqA	Wall SF=0)		Celling/Floors	SF 0 en
Spec	#	Spec			Quant	ity	Units	Unit Price	Total Price
ide:	23	Electric							
7595		R KITCHEN. RECEPTACLE—GFC sh mounted, ground fau				00 ivorv	EA	nlate using #1	ζζ O
non-m install	netalli no m	c cable, controlled by a ore than 46 inches abo nection.	15 amp circuit break	ker. Fish wire and	repair all te	ear o	ut. If m	ounted over a	countertop
2ND F	FLOO	R KITCHEN.							
		RANGE HOODREC ', recirculating, enamele ar out. Owner's choice	ed metal range hood	l with light, charco		.00 was	EA hable g	rease filter. I	Fish wire and
1ST 8	k 2ND	FLOOR KITCEHNS							
						L	ocatio	n Total: _	
cation		8 - Laundry Room		Approx	. Wall-SF	0		Ceiling/Floor	SF 0
Spec	#	Spec			Quan	tity	Units	Unit Price	Total Pric
ade:	10	Carpentry							
oppos	l a 2'> site of	CEILING-SUSPENE 2' T bar suspended ce direction of ceiling jois lass ceiling tiles within Conservation	eiling grid with the sa ts, with hanger scre	ws, in joists, 24" oi	opposite s	.00 ides istall	SF of roon owner's	n. Run main r s choice of filr	
4910		INSULATE WALL-F	2.19 KRAET FACER	RATT		.00	SF		370
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Address Grand Total for 11-13 Spruce Street: \$82,320

Bidder: Charusta Construction



City of Springfield Office of Disaster Recovery and Compliance

CDBG National Disaster Resilience Program

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

SUBROGATION AND ASSIGNMENT AGREEMENT

This Subrogation and Assignment Agreement ("<u>Agreement</u>") is made and entered into on this 26th day of October, 2018, by and between **Maritza Crespo** ("<u>Subrecipient</u>") and the **City of Springfield**.

- 1. Assignment Relating to Funds Received under CDBG-Disaster Recovery Program In consideration of Subrecipient's receipt of funds under the CDBG National Disaster Resilience (CDBG-NDR) Program administered by the City of Springfield, Subrecipient hereby assigns to the City of Springfield all of Subrecipient's future rights to reimbursement and all payments received under any policy of casualty or property damage insurance (the "Policies") or under any reimbursement or relief program related to or administered by the Federal Emergency Management Agency ("FEMA") or the Small Business Administration ("SBA") for physical damage to the Structure (defined below) that was the basis of the calculation of Subrecipient's award to the extent of the Note or Loan proceeds paid to Subrecipient under the Program. The proceeds or payments referred to in the preceding sentence, whether they be from insurance, FEMA or the SBA, shall be referred to herein as "Proceeds." The rights Subrecipient assigns are specific to the structure with respect to which Note or Loan proceeds were paid (the "Structure") which is described in Subrecipient's application with the Program, and include proceeds arising out of physical damage to the Structure originally caused by the June 2011 Tornado but also including Proceeds received for damage to the Structure caused by any subsequent event that occurred until the commencement of repair or reconstruction utilizing Program funds. Policies include, but are not limited to, policies characterized as wind, flood or any other type of casualty or property damage insurance coverage held by Subrecipient and which provides coverage for physical damage to the Structure.
- 2. <u>Cooperation and Further Documentation</u> Subrecipient agrees to assist and cooperate with the City of Springfield should the City of Springfield elect to pursue any of the claims Subrecipient has against the insurers for reimbursement under any such policies. Subrecipient's assistance and cooperation shall include allowing suit to be brought in Subrecipient's name(s), giving depositions, providing documents, producing records and other evidence, testifying at trial and any other form of assistance and cooperation reasonably requested by the City of Springfield. Subrecipient further agrees to assist and cooperate in the attainment and collection of any Proceeds that the Subrecipient would be entitled to under any applicable FEMA or SBA program as described above. If requested by the City of Springfield, Subrecipient agrees to execute such

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

- 3. <u>Authorization for City of Springfield to Contact Third Parties</u> Subrecipient explicitly allows the City of Springfield to request of any company with which Subrecipient held Policies or FEMA or the SBA any non-public or confidential information needed by the City of Springfield to monitor/enforce its interest in the rights assigned to it under this Agreement and to give Subrecipient's consent to such company to release said information to the City of Springfield.
- 4. Agreement to Turn over Proceeds; Future Reassignment If Subrecipient (or any entity holding a lien on the Structure, except to the extent required by superior loan documents) hereafter receives any insurance payment or disaster relief or reimbursement funds for physical damage to the Structure (not including proceeds received to cover contents), Subrecipient agrees to promptly pay such amounts to the City of Springfield if Subrecipient received grant proceeds under the Program in an amount greater than the amount Subrecipient would have received if such insurance and/or disaster relief or reimbursement payment had been considered in the calculation of Subrecipient's award. Once the City of Springfield has recovered an amount equal to the grant proceeds paid to Subrecipient, the City of Springfield will reassign to Subrecipient any rights assigned to the City of Springfield pursuant to this Agreement.
- **5.** <u>Mortgage City of Springfield Rights</u> Subrecipient acknowledges that this Agreement does not impair Subrecipient's mortgage or City of Springfield's rights as loss-payee under any deed of trust or mortgage on the Structure.

6. Miscellaneous

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

- (c) Subrecipient represents that all statements and representations made by Subrecipient regarding Proceeds received by Borrower shall be true and correct as of the date of Closing.
- (d) In any proceeding to enforce this Agreement, the City of Springfield shall be entitled to recover all costs of enforcement, including actual attorney's fees.

EXECUTED this \rightarrow \mathcal{L} day of \mathcal{U} \mathcal{L} , 20 \mathcal{L} .

SUBRECIPIENT:

EXECUTED this 26 day of Oct 20 18.

CITY OF SPRINGFIELD:

By: Sleedont

Name: Geraldine McCefferty

Title: Siveetor of Horsing

MORTGAGE

City of Springfield Healthy Homes Rehabilitation Program

THIS MORTGAGE is made as of September _______, 2018, between Maritza Crespo, whose address is 13 Spruce Street, Springfield, Massachusetts ("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 September ______, 2018 in the sum of \$82,320.00 (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 11-13 Spruce Street in Springfield, Massachusetts and described on the attached **Schedule B** (the "Mortgaged Property").

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

 Purpose. This Mortgage and the Note are to secure a loan made by the City to the Borrower for the purpose of making home improvements to the Mortgaged Property, as detailed in the Work Write-Up Specifications dated 7/26/2018. The Borrower is responsible for making the improvements, and the City shall only make payment of Principal for such improvements as it inspects and verifies that the improvements have been completed.

2. Conditions of the Loan.

- a. **Due Upon Sale or Transfer.** If the Borrower sells or transfers the Mortgaged Property before the final maturity date, the amount of the loan still owing at the time of sale or transfer will be immediately due and payable to the City.
- b. **Owner Occupancy**. If the Borrower is an owner-occupant at the time this loan is entered into, the Borrower must continue to live in the Mortgaged Property as his/her principal place of residence during the term of the loan.
- c. Rental Unit Affordability. If the Borrower (including a Borrower who lives in one

unit of a multi-unit property) rents out units in the Mortgaged Property to others, the Borrower must rent all units in the Mortgaged Property to households with income at or below 80% of the area median income ¹ 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

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.

due every amount of indebtedness secured by any lien on the Mortgaged Property.

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:	Marita Inem	Ruf # 694841	
	Maritza Crespo	Witness	
BY:			
- Committee of the comm	Click here to enter text.	Witness	

Commonwealth of Massachusetts

Hampden, ss

2 , 2018

On October 2208 before me, the undersigned notary public, personally appeared,

Maritza Crespo proved to me through satisfactory evidence of identification, which was 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: 2 · 13 · 20 My Commission Expires:

The note secured by this Mortgage has:

A principal sum of \$82,320.00. A rate of interest of Zero (0%) percent.



The sum of \$82,320.00 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

SCHEDULE A PROMISSORY NOTE

September 2, 2018

Springfield, Massachusetts

Property Address: 11-13 Spruce Street, Springfield, MA, 01105

BORROWERS' PROMISE TO PAY

In return for a loan that I have received, I, Maritza Crespo ("Borrower"), promise to pay \$82,320.00 (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.

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 fir	st written above.
Soft Inap	Ruf #694 841
Borrower	Witness
Borrower	Witness
COMMONWEALTH OF	MASSACHUSETTS
HAMPDEN, SS	
On this and day of October, 2013 personally appeared the above-named through satisfactory evidence of the preceding or attached document, and acknowled purpose, and acknowledged to me that he executed	of identification, which was e the person whose name is signed on the ge that he signed it voluntarily for its stated
	Notary Public My Commission Expires: 2 · 13 · 20
	MY COMMISSION EXPIRES 2/13/2020

<u>SCHEDULE B</u> PROPERTY DESCRIPTION

EXHIBIT "A"
(11-13 Spruce Street, Springfield, MA)

A certain parcel of land, with the buildings thereon, situated on Spruce Street, Springfield, Hampden County, Massachusetts and bounded and described as follows:

EASTERLY by Spruce Street, forty-six and (46) feet;

by land now or formerly of George T. Bliss, Sixty-six SOUTHERLY

(66) feet;

by land now or formerly of Harriet Jones, Forty-six WESTERLY

(46) feet; and

NORTHERLY by land now or formerly of Angers Brothers and

Dunlop, Sixty-six (66) feet.

Being the same property conveyed to the norty age of lay deed of Denick I. Historical and Para I. Hatwood, dated 2-10-17 and recorded 2-13-17 at Book 21567, Page 239.

PROMISSORY NOTE

September 2, 2018 Springfield, Massachusetts

Property Address: 11-13 Spruce Street, Springfield, MA 01105

BORROWERS' PROMISE TO PAY

In return for a loan that I have received, I, Maritza Crespo ("Borrower"), promise to pay \$82,320.00 (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").

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.

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.
Borrower: Maritza Crespo	Witness: analyne Jenerna
	Witness:

COMMONWEALTH OF MASSACHUSETTS

HAMPDEN, SS

On this 2nd day of September, 2018, before me, the undersigned Notary Public, personally appeared the above-named Marital Crespo, proved to me through satisfactory evidence of identification, which was MA Driver's 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 his free act and deed.

Notary Public

My Commission Expires: 7/25/25

CAITLIN F. GLENN
Notary Public
Commonwealth of Massachusetts
My Commission Expires
July 25, 2025

TRUTH IN LENDING DISCLOSURE STATEMENT

DATE: September 2, 2018

Loan Applicant(s): Maritza Crespo

Loan Secured by Mortgage Covering Property at_11-13 Spruce Street, Springfield, MA 01105

AMOUNT FINANCED: \$82,320.00

TOTAL OF PAYMENTS:

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

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

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

FINANCE CHARGE: \$ 0.00

MORTGAGE CLOSING COSTS: \$ 175.00 - recording fee

DUE DATE: See above, at Total of Payments.

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

I/we acknowledge receipt of a copy of this statement on September 2, 2018

Borrower: __

Maritza Crespo

Witness:

Witness:

Receipt is herewith acknowledged of the foregoin				
the undersigned customer(s) having received two	copies thereof this day of Spetember,			
20 <u>1</u> 3.	Cotober			
BORROWER: Maritza Crespo	WITNESS:			
EFFECT OF RESCISSION				
When a customer exercises his/her right to rescind, he/she is not liable for any finance or other charge, and any security interest becomes void upon such a rescission. Within 10 days after receipt of a notice of rescission, the creditor shall return to the customer any money or property given as earnest money, down payment, or otherwise and shall take any action necessary or appropriate to reflect the termination of any security interest created under the transaction. If the creditor has delivered any property to the customer, the customer may retain possession of it. Upon the performance of the creditor's obligations under this section, the customer shall tender the property to the creditor, except that if return of the property in kind would be impracticable or inequitable, the customer shall tender its reasonable value. Tender shall be made at the location of the property or at the residence of the customer, at the option of the customer. If the creditor does not take possession of the property within 10 days after tended by the customer, ownership of the property vests in the customer without obligation on his part to pay for it.				
AUTHORIZATION TO DIS	BURSE LOAN FUNDS			
The undersigned hereby certify and warrant that more than 3 business days has elapsed since I/we have received the within Notice of Rescission and that I/we (singly or jointly) have not exercised my/our right to rescind.				
Executed under seal this day of Se	eptember, 2018.			
BORROWER: Maritza Crespo	WITNESS: anolyno forma			
	WITNESS:			

Law Offices Of

BRIAN G. SHEA, P.C.

67 HUNT STREET, SUITE 107 AGAWAM, MA 01001 †ADMITTED IN MA & CT

†Brian Shea †Vitaliy N. Yusenko (413) 439-1000 ♦ Fax (413) 439-1001 Brian@BrianSheaLaw.com Vitaliy@BrianSheaLaw.com

Property:

11-13 Spruce Street

Springfield, MA

Owner:

Maritza Crespo

Certificate of Title

This is to certify that I have caused to be examined the records of the Hampden County Registry of Deeds and Registry of Probate relative to the above captioned property and title is assumed as of February 13, 2017, to be in Maritza Crespo by deed of Derrick J. Hatwood and Dana J. Hatwood dated February 10, 2017, and recorded on February 13, 2017, in said Registry of Deeds in Book 21567, Page 239.

No liability is assumed for defects of title or encumbrances on title prior to February 13, 2017.

Mortgages:

To MERS, Inc. as Nominee for Peoples Bank dated February 10, 2017, in the original principal amount of \$97,206.00 and recorded in said registry at Book 21567, Page 241.

Easements, Restrictions, Rights of Way, Etc.

Declaration of Homestead of Martiza Crespo recorded February 13, 2017, in said registry Book 21567, Page 253.

UCC Financing Statement to Vivint Solar Development LLC recorded September 24, 2018, in said registry Book 22371, Page 357.

Dated: 10-11-2018

Vitalia N. Yusenko, Esquire