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Contract

20200175

City of Springfield Contract Tracer Document

The purpose of this document is to provide continuous responsibility for the custody of **CONTRACTS** during the processing period.

INSTRUCTIONS: Upon receipt, please initial and write in the date of receipt. When your department has approved and signed the contract, please initial and date in the forwarding section and deliver to the next department.

DEPARTMENT	DATE RECEIVED		DATE FORWARDED TO NEXT DEPT.	
	Initials	Date	Initials	Date
Community Development			KB	9/10/19
City Comptroller	mes	9/10/19	mes	9/11/19
Law	JP	9/12/19	JP	9/12/19
CAFO	dmm	9/13/19	dmm	9/23/19
Mayor	CJ	9/23/19	CJ	9/23/19
City Comptroller			KML	9/23/19
Community Development				

Vendor No.: 19822 Contract No.: Contract Date: 8/27/2019

20200175

Contract Amt.: \$76,383.00 Issue Date: 9/9/19 Renewal Date:

Appropriation Code1: 26451815-530105-64516 \$53,383.00

Appropriation Code2: 26881801-530105-68800 \$23,000.00

Appropriation Code3:

Appropriation Code4:

Description of Funding Source: CDBG-NDR

Bid No.: Requisition No.: 20004040 PO No.:

Vendor Name: Rose Marie Hubbard

Contract Type: CDBG-NDR Healthy Homes Rehab

Contract Purpose: Rehabilitation of home located at 76 Ashley St, Spfld, MA 01105

Originating Dept.: Community Development/Nigel Greaves

Expiration Date: 10/11/2024 Amendment Date: Extension Date:

TYPE OF DOCUMENT (Please select at least one):

☒ New

☐ Renewal

☐ Amendment

☐ Extension

Bill To
COMMUNITY DEVELOPMENT
1600 EAST COLUMBUS AVE

SPRINGFIELD, MA
01103

Requisition 20004040-00 FY 2020

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

Page 1

Vendor 077-34-2189
ROSE MARIE HUBBARD
76 ASHLEY DR

SPRINGFIELD, MA 01105
USA

Ship To
COMMUNITY DEVELOPMENT
1600 EAST COLUMBUS AVE

SPRINGFIELD, MA 01103
NGREAVES@SPRINGFIELD CITYHALL.COM

Delivery Reference
NIGEL GREAVES

CH 2020 0175

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
09/09/19	019822				COMMUNITY DEVELOPMENT

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes			
001	CONTRACT PENDING CDBG-NDR HEALTHY HOMES REHAB FOR PROPERTY LOCATED AT 76 ASHLEY ST, SPFLD, MA	1.00 EACH	76383.00000	76383.00
1	26451815-530105-64516		53383.00	
2	26881801-530105-68800		23000.00	
	Ship To COMMUNITY DEVELOPMENT 1600 EAST COLUMBUS AVE SPRINGFIELD, MA 01103 Delivery Reference NIGEL GREAVES			

Requisition Link

Requisition Total

76383.00

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

Account	Amount	Remaining Budget
26451815-530105-64516	53383.00	3396293.54
CDBG-NDR-HEALTH HOMES	PROFESSIONAL SERVICES	
26881801-530105-68800	23000.00	310056.31
LEAD PAINT	PROFESSIONAL SERVICES	

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

Activity	Date	Clerk	Comment
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Bill To
 COMMUNITY DEVELOPMENT
 1600 EAST COLUMBUS AVE

 SPRINGFIELD, MA
 01103

Requisition 20004040-00 FY 2020

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

Page 2

Vendor 077-34-2189
 ROSE MARIE HUBBARD
 76 ASHLEY DR

Ship To
 COMMUNITY DEVELOPMENT
 1600 EAST COLUMBUS AVE

SPRINGFIELD, MA 01105
 USA

SPRINGFIELD, MA 01103
 NGREAVES@SPRINGFIELD.CITYHALL.COM

Delivery Reference
 NIGEL GREAVES

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
09/09/19	019822				COMMUNITY DEVELOPMENT
LN	Description / Account	Qty	Unit Price	Net Price	
Approved	09/09/19 Amanda Pham		Auto approved by: cak		
Approved	09/09/19 Cathy Buono				
Approved	09/09/19 Hamediah Mohamed				
Approved	09/09/19 Christopher Fraser		Auto approved by: 105002		
Approved	09/09/19 Tim Brown		Auto approved by: 105002		
Approved	09/09/19 Kaiya Hill-Thomas		Auto approved by: 105002		
Approved	09/11/19 Lindsay Hackett				
Approved	09/11/19 TJ Plante		Auto approved by: 109210		
Queued	09/11/19 Lauren Stabilo		Auto approved by: 109210		

Authorized By: _____ Date: _____
 Signature

**CITY OF SPRINGFIELD
HEALTHY HOMES PROGRAM**

**REHABILITATION LOAN AGREEMENT
FOR OWNER-OCCUPANTS**

Whereas, the City of Springfield ("City") is providing financial assistance to Rose Hubbard ("Borrower") from the Healthy Homes Program in the amount of \$76,383.00 to fund rehabilitation of the home located at 76 Ashley Street, Springfield, MA 01105, according to the terms of the agreed-upon Specs by Location/Trade, dated 7/13/18, attached hereto as Exhibit B and in compliance with Massachusetts and City of Springfield building and health codes. The Healthy Homes program is funded by the federal Community Development Block Grant - National Disaster Resilience (CDBG-NDR) program.

Now, therefore, the parties agree as follows:

Terms of the Loan

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

Owner Occupancy

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

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

Rental Units

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

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

Income Eligibility

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

Schedule

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

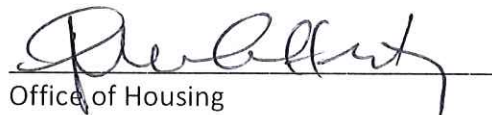
Enforcement

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

This contract is signed as of the 27th day of August, 2019.



Rose Hubbard
Borrower



Office of Housing
City of Springfield

20451815-530105-64516 \$53,383.00

20481801-530105-68800 \$23,000.00

Approved as to Appropriation:

Approved as to Form:



Office of Comptroller
City of Springfield

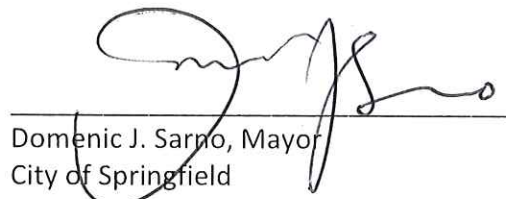


Law Department
City of Springfield

APPROVED:



Dep Chief Administrative and Financial Officer
City of Springfield



Domenic J. Sarno, Mayor
City of Springfield

**CITY OF SPRINGFIELD
HEALTHY HOMES PROGRAM**

REHABILITATION LOAN AGREEMENT

List of Exhibits

Healthy Homes Rehabilitation Program Agreement

Exhibit A - Project Budget

Exhibit B - Itemized Repair Specs by Location/Trade

Exhibit C - Mortgage

Exhibit D - Promissory Note

Exhibit E - Section 3 Clause

Exhibit F - Tax Certification for Contracts

Exhibit G - Insurance Binder

Exhibit A

Healthy Homes Rehab Project Budget

Homeowner/Borrower: Rose Hubbard

Project Address: 76 Ashley Street, Springfield, MA 01105

Project Budget	Amount
General Rehab	\$ 37,380.00
Lead Abatement	\$ 23,000.00
Initial Rehab Contract	\$ 60,380.00
Lead Paint Inspection	\$ 2,148.00
Lead Paint Re-inspection	\$ 1,000.00
Weatherization (MassSave)	\$ 1,842.00
Healthy Homes Rehab Total	\$ 65,370.00
Legal Fees	\$ 700.00
Storage	\$ 350.00
Total	\$ 66,420.00
Contingency (15%)	\$ 9,963.00
Total budgeted	\$ 76,383.00

SPECS BY LOCATION/TRADE

7/13/2018

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

Case Number: _____
 Project Manager: _____
 Phone: _____

Address: 76 Ashley Street Unit: Unit 01
 Location: 1 - General Requirements Approx. Wall SF: 0 Ceiling/Floor SF: 0

Spec #	Spec	Quantity	Units	Unit Price	Total Price
Trade: 1	General Requirements				
10	OWNER ACCEPTS SCOPE OF WORK	1.00	DU	1000.00	1000.00
The undersigned applicant(s) certifies that he/she has participated in the development of this Work Write Up (WWU) with the "Date Inspected" date of _____ & referred to as Exhibit 1. After careful review the applicant understands & accepts the work described & has initialed & dated each page of this WWU. x _____ x _____ Applicant Date Applicant Date					
14	CONTRACTOR ACCEPTS SCOPE OF WORK	1.00	DU		
The undersigned contractor certifies that he/she has carefully reviewed & agrees to perform the work described in this Work Write Up (WWU) with the "Date Inspected" date of _____ & referred to as Exhibit 1. The contractor shall initial & date each page of the WWU. x <u>[Signature]</u> 12-12-17 Contractor Date					
28	VENTILATION--ASHRAE 62.2-GENERAL REQUIREMENTS	1.00	GR		
This dwelling unit must have a ventilation system that meets ASHRAE 62.2 . See http://www.ashrae.org/technology/page/548 and http://www.buildingscience.com/documents/reports/r-0502-review-of-residential-ventilation-technologies/					
30	WALL NAMING PROTOCOLS	1.00	EA		
Walls and attached components shall be identified with the letters A, B, C & D. Wall A is always the wall that is closest to the address elevation or the "street side" of the house. Moving clockwise, the walls are then B, C, D.					
To name components, for example, a window as a subset of 4 windows on the D wall, the first would window is Window D1. The last is window D4 moving in a clockwise direction. These locational markers may also be combined with the adjectives: left, right, upper, lower. For example: Replace the right side window casing at window D3.					
31	CONSTRUCTION DEFINITIONS	1.00	GR		
"Install" means to purchase, set up, test and warrant a new component. " Replace" means to remove and dispose of original material, purchase new material, deliver, install, test and warrant. "Repair" means to return a building component to like new condition through replacement, adjustment and recoating of parts. "Reinstall" means to remove, clean, store and install a component.					
32	SUBSTITUTION APPROVAL PROCESS	1.00	GR		
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	DU		
The apparent winning bidders shall provide the owner with a line item cost breakdown within 3 working days of a request.					
35	VERIFY QUANTITIES/MEASUREMENTS	1.00	GR		
All Quantities stated in the attached specifications for this address using Units of Measure other than Each (EA), Room (RM) or Dwelling Unit (DU) (e.g. SF of Drywall) are for the contractor's convenience and must be verified by the contractor at a mandatory site inspection prior to bid submission. All quantities stated in the Units of Measure Each (EA), Room (RM) or Dwelling Unit (DU) are as stated. Discrepancies in Quantities found by the contractor must be communicated to the Housing Rehabilitation Specialist prior to the submission of a bid. Claims for additional funds due to discrepancies in Quantities shall not be honored if submitted after the bid submission.					

Address: 76 Ashley Street Unit: Unit 01

Location: 1 - General Requirements Approx. Wall SF: 0 Ceiling/Floor SF: 0

Spec #	Spec	Quantity	Units	Unit Price	Total Price
Trade: 1	General Requirements				

40 ALL PERMITS REQUIRED

1.00 AL

The contractor shall apply for, pay for, obtain and forward copies of the following indicated permits to the agency: _____
Plumbing; _____ Electric; _____ HVAC; _____ Building; _____ Zoning; _____ Lead Abatement; _____ Asbestos
Abatement.

45 CONTRACTOR PRE-BID SITE VISIT

1.00 DU

The contractor must inspect the property. Submission of a bid is presumptive evidence that the bidder has thoroughly examined the site and is conversant with the requirements of the local jurisdiction.

56 WORK TIMES

1.00 GR

Contractors and their Subcontractors shall schedule working hours between 8:00am and 6:00pm Monday through Friday. Requests to work on weekends and before or after these hours must be approved by the homeowner.

77 NEW MATERIALS REQUIRED

1.00 GR

All materials used in connection with this work write-up are to be new, of first quality and without defects - unless stated otherwise or pre-approved by Owner and Construction Specialist.

78 WORKMANSHIP STANDARDS

1.00 GR

All work shall be performed by mechanics both licensed and skilled in their particular trade as well as the tasks assigned to them. Workers shall protect all surfaces as long as required to eliminate damage.

80 CODES AND ORDINANCES

1.00 GR

In the execution of the itemized scope of work, the contractor shall facilitate inspection and comply with all governing codes and ordinances of The City of Springfield, The County of Hampden, and the State of Massachusetts pertaining to building construction, zoning, environmental protection, energy efficiency and worker safety.

85 CLOSE-IN INSPECTIONS REQUIRED

1.00 GR

Call the agency for inspection of all work that will be concealed from view before it is closed in. This type of inspection frequently includes, but is not limited to footings, roof sheathing & flashing prior to installation of new felt & shingles, and repaired framing & decking prior to installation of underlayment & floor coverings, prior to insulation and prior to drywall.

90 1 YEAR GENERAL WARRANTY

1.00 DU

Contractor shall remedy any defect due to faulty material or workmanship and pay for all damage to other work resulting therefrom, which appear within one year from final payment. Further, contractor shall furnish owner with all manufacturers' and suppliers' written warranties covering items furnished under this contract prior to release of the final payment.

9008 ENVIRONMENTAL REHAB--RRP REQUIREMENTS

1.00 GR

Any contractor performing renovation, repair, and painting projects that disturb lead-based paint in pre-1978 homes must comply with EPA 40 CFR Part 745(Lead; Renovation, Repair, and Painting Program), be certified by the EPA as a Renovation Firm and must use Certified Renovators who are trained by EPA-approved training providers to follow lead-safe work practices.

Trade: 9 Environmental Rehab

9002 APPLICABLE LEAD-SPECIFIC DEFINITIONS

1.00 GR

Abatement: Any set of measures designed to permanently (permanent = expected life span of at least 20 years) eliminate lead-based paint or lead-based paint hazards.

CFR - The Code of Federal Regulations:

De minimus - Safe work practices and clearance are required when more than:

- 20 SF on exterior
- 2 SF per interior room
- 10% of small component

is deteriorated or will be disturbed by renovation.

Interim Controls: A set of measures designed to reduce temporarily human exposure or likely exposure to lead-based paint hazards. Interim controls include, but are not limited to, repairs, painting, temporary containment, specialized cleaning, clearance, ongoing lead-based paint maintenance activities, and the establishment and operation of management and resident education programs.

Work site: An interior or exterior area where lead-based paint hazard reduction activity takes place. There may be more

Address: 76 Ashley Street Unit: Unit 01

Location: 1 - General Requirements Approx. Wall SF: 0 Ceiling/Floor SF: 0

Spec #	Spec	Quantity	Units	Unit Price	Total Price
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Trade: 9 Environmental Rehab

than one work site in a dwelling unit or at a residential property.
 Clearance: An activity conducted following lead-based paint hazard reduction activities to determine that the hazard reduction activities are complete and that no soil-lead hazards or settled dust-lead hazards, as defined in this part, exist in the dwelling unit or work site. The clearance process includes a visual assessment and collection and analysis of environmental samples. Dust-lead standards for clearance are found at Sec. 35.1320.
 See 24CFR Part 35 - Subpart B - Section 35.110 Definitions, for additional definitions.

Location Total: 23,000⁰⁰

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

Spec #	Spec	Quantity	Units	Unit Price	Total Price
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Trade: 4 Site Work

465 REMOVE TREE AND GRIND STUMP 1.00 AL 2000⁰⁰ 2000⁰⁰
 Cut and remove tree branches back from house to a min. 10' distance and dispose to legal dump.
 REAR OF HOUSE.

Trade: 7 Masonry

1230 MASONRY--REPOINT 75.00 SF 30⁰⁰ 2250⁰⁰
 Cut out mortar at least 1/2". Remove all loose material with clear water. Saturate joints with water and repoint in 1/2" lifts using portland cement mortar. Reinstall flashing, tool concave joints and clean brick face.
 REPAIR ALL LOOSE AND MISSING MORTAR ON EXTERIOR FOUNDATION WALLS.

Trade: 8 Metal Work

1460 ALUMINUM HAND RAIL 10.00 LF 100⁰⁰ 1000⁰⁰
 Remove existing hand railings. Design, fabricate, prime, topcoat and install a one-piece Black metal handrailings of 2" top and bottom rails and 1/4" balustrades 4" on center.
 FRONT PORCH STEPS ON BOTH SIDES.

Trade: 10 Carpentry

3065 DOOR--REWORK EXTERIOR 1.00 EA 300⁰⁰ 300⁰⁰
 Plane, sand, adjust and/or repair exterior door and jamb to assure weathertight, smoothly operating door and lock set.
 Side Porch entry door.

3470 POST--6"X 8" WITH SONO TUBES 2.00 EA 300⁰⁰ 600⁰⁰
 Support porch roof/flooring and remove existing damaged support columns. Install 6"x 6" preservative treated posts attached on new 10" concrete sono tube footings install below grade level.
 SIDE ENTRY PORCH

3515 PORCH RAIL CAP REPAIR-WOOD 20.00 LF 25⁰⁰ 500⁰⁰
 Replace missing or damaged railing caps with same size stock. Prime and apply 2 coats of exterior latex paint.
 2ND FLOOR FRONT PORCH

3550 PORCH LATTICE--REPLACE 30.00 SF 25⁰⁰ 750⁰⁰
 Dispose of any existing lattice around porch crawl space. Frame opening with 1"x 4" preservative treated pine with vertical members 24" on center. Install 1/4"x 2" pine lattice on frame.
 SIDE PORCH

3590 STEPS/LANDING--REPL EXTERIOR 3.00 EA 670⁰⁰ 2010⁰⁰
 Dispose of existing steps. Construct a replacement unit with two 2"x 12" preservative treated pine stringers, 5/4" PTP

Address: 76 Ashley Street		Unit: Unit 01			
Location: 2 - Exterior		Approx. Wall SF: 0		Ceiling/Floor SF: 0	
Spec #	Spec	Quantity	Units	Unit Price	Total Price
Trade: 10	Carpentry				
stepping stock treads, on a solid concrete footer. Frame stairs 3' wide connecting to a 3'x 3' landing, of 2"x 6"s and 2"x 4" deck. Construct a wood handrail on one side 32" above tread nosing.					
SIDE ENTRY DOOR.					
4095	TRIM--CUSTOM EXTERIOR	3.00	LF	170 ⁰⁰	510 ⁰⁰
Remove dry rotted section of porch lower trim . Install #2 pine 1 x 8 boards as replacement. Pre, spot prime and top coat with acrylic latex.					
FRONT 1ST FLOOR PORCH					
4305	MISC. CARPENTRY 1	1.00	EA	100 ⁰⁰	100 ⁰⁰
Remove old metal antenna pole from left side of house.					
Trade: 15	Roofing				
4635	GUTTER--5" SEAMLESS ALUMINUM	170.00	LF	25 ⁰⁰	4250 ⁰⁰
Dispose of gutter. Install 5", K- type, seamless, .027 gauge aluminum gutter to service roof. White or brown color choice by owner.					
AROUND PERIMETER OF HOUSE.					
4640	DOWNSPOUT--5" SEAMLESS ALUMINUM	125.00	LF	10 ⁰⁰	1250 ⁰⁰
Dispose of existing downspout. Install 5", square, seamless, .027 gauge, white, aluminum downspout. Strap at least 3' on center.					
AROUND PERIMETER OF HOUSE.					
4665	DOWNSPOUT EXTENSIONS	6.00	EA	100 ⁰⁰	600 ⁰⁰
Install 6'-8' extensions at end of downspout directing the storm water away from the building.					
Location Total:				16,120 ⁰⁰	
Location: 3 - Basement		Approx. Wall SF: 0		Ceiling/Floor SF: 0	
Spec #	Spec	Quantity	Units	Unit Price	Total Price
Trade: 9	Environmental Rehab				
2075	ASBESTOS PIPE INSUL.--REMOVE	200 100.00	LF	25 ⁰⁰	5000 ⁰⁰
Remove asbestos-containing pipe or ductwork insulation to code legal hazardous waste site. Clean area until clearance test levels are acceptable. Install new 1" Thick, Hinged with Self Sealing Lap Fiberglass Pipe Insulation on steam pipes.					
Trade: 10	Carpentry				
2520	HANDRAIL--REPLACE INTERIOR	6.00	LF	35 ⁰⁰	210 ⁰⁰
Install 2" round hardwood handrail screwed to metal handrail braces that are attached to studs with screws that enter the framing at least 1 inch, or if fastening to a masonry wall use minimum 3/8 inch diameter plastic masonry plug fasteners and compatible screws. Handrail will extend 6 inches past a line plumb with the nosing of the top tread and 6 inches past a line plumb with the nosing of the bottom tread. All edges will be eased to a smooth and rounded condition.					
TOP OF BASEMENT STAIRS					
Trade: 17	Drywall & Plaster				
5265	DRYWALL--3/8"	120.00	SF	5 ⁰⁰	600 ⁰⁰
Hang, tape and 3 coat finish 3/8" drywall. Glue each framing member and screw or nail 8" on center. Run boards with long dimension horizontal. Sand ready for paint. Seal , prime and apply 2 coats of latex paint.					
BASEMENT STAIRWAY					
Trade: 22	Plumbing				

Address: 76 Ashley Street Unit: Unit 01

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

Spec #	Spec	Quantity	Units	Unit Price	Total Price
Trade: 22	Plumbing				
6720	DRUM TRAP--LEAKING	1.00	EA	200 ⁰⁰	200 ⁰⁰
	Repair leaky drum trap in basement under kitchen sink.				
C15100	PLUMBING PIPE LEAKS	1.00	AL	1000 ⁰⁰	1000 ⁰⁰
	Repair leaking water supply lines and leaky shut off valve above water heater. There are several areas with corrosion and signs of leakage from water supply lines.				

Trade: 23	Electric				
7465	ELECTRIC SERVICE--100 AMP	1.00	EA	3500 ⁰⁰	3500 ⁰⁰
	Replace existing electrical service with a residential, 100 amp, single phase, 3 wire electric service. Include a main disconnect, 12 circuit panel board, meter socket, weather head, service cable, and ground rod and cable. Seal exterior service penetrations to maintain a waterproof building envelope.				
	OLD FUSE BOX PANEL				
7667	ELECTRIC DISTRIBUTION--CUSTOM	4.00	EA	100 ⁰⁰	400 ⁰⁰
	Replace missing cover plates on electrical junction boxes in basement.				
7727	LIGHT FIXTURE--PULL CHAIN	2.00	EA	125 ⁰⁰	250 ⁰⁰
	Install a porcelain pull chain lamp fixture with a lamp on an approved electrical box. Resecure (2) hanging ceiling light fixtures in basement area.				
	BASEMENT				
8145	ELECTRIC-- WATER METER GROUND CABLE	1.00	EA	100 ⁰⁰	100 ⁰⁰
	install jumper ground cable across meter per the current National Electric Code.				
	WATER METER				

Trade: 27	Fire Protection				
8721	CARBON MONOXIDE DETECTOR	1.00	EA	300 ⁰⁰	300 ⁰⁰
	Install a hard wired or plug-in carbon monoxide detector in same room as fuel burning appliance.				

Location Total: 11,560⁰⁰

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

Spec #	Spec	Quantity	Units	Unit Price	Total Price
Trade: 10	Carpentry				
3726	CABINET - WOOD WALL-PLYWOOD	2.50	LF	200 ⁰⁰	500 ⁰⁰
	Install new 30" upper cabinets constructed of solid hardwood face-frames and doors. Owner will choose style & finish from those available in line proposed by contractor. Cabinets must comply with California 93120 (formaldehyde content) or all exposed edges must be sealed with a low-VOC sealant.				
	ABOVE GAS STOVE				
3765	COUNTER TOP--CUSTOM	1.00	AL	500 ⁰⁰	500 ⁰⁰
	Resecure kitchen sink countertop to base cabinet.				

Trade: 21	HVAC				
6415	DRYER VENT	1.00	EA	500 ⁰⁰	500 ⁰⁰
	Install 4" round rigid galvanized ductwork from the specified dryer location to a wall mounted Heartland Dryer Vent Closure outlet. http://www.energyfederation.org/consumer/default.php/cPath/30_4287_4571 . Do not fasten with nails, screws or other fasteners that protrude into the interior of the exhaust duct. Use pop rivets to connect sections of duct. Seal all joints and seams with duct mastic, not duct tape. Secure duct and hood to framing.				

Address: 76 Ashley Street Unit: Unit 01

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

Spec #	Spec	Quantity	Units	Unit Price	Total Price
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Trade: 21 HVAC

Trade: 23 Electric

7840	RANGE HOOD--RECIRCULATING	1.00	EA	520 ⁰⁰	520 ⁰⁰
Install a 30", recirculating, enameled metal range hood with light, charcoal filter, and washable grease filter using #14 copper Romex. Owner's choice of color.					
ABOVE GAS STOVE					

Location Total: 1550⁰⁰

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

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

3842	FOOTED TUB--SHOWER ROD WITH SHOWER FAUCET	1.00	EA	500 ⁰⁰	500 ⁰⁰
Install a new 2-Handle Claw Foot Tub Faucet with Riser 48 in. Rectangular Shower Ring and Showerhead in Polished Chrome Hang rod system, using wall flanges and threaded rod, to structural members in walls and ceilings.					
1ST FLOOR BATHROOM					

Trade: 18 Ceramic Tile

5425	CERAMIC FLOOR TILE	25.00	SF	50 ⁰⁰	1250 ⁰⁰
Remove damaged tiles. Cut and thin set ceramic tile of matching color and size. RegROUT entire surface and apply mildew resistant white silicone caulk to all seams, fixture lips and pipe penetrations.					
1ST FLOOR BATHROOM					

Trade: 22 Plumbing

6755	DRAIN, WASTE, VENT--CUSTOM	1.00	AL	100 ⁰⁰	100 ⁰⁰
Inspect plumbing drain lines in bathroom, cap or seal off bathroom drain lines.					
2ND FLOOR BATHROOM					

7012	COMMODE--REPLACE--1.28 GPF	1.00	EA	750 ⁰⁰	750 ⁰⁰
Install a maximum 1.28 GPF white WaterSense® Certified, vitreous china commode tested through the latest edition of the "Maximum Performance" (MaP) testing project that has shown to score 800 or better on the MaP Flush Performance test (grams of solid waste removed in a single flush), such as the American Standard FloWise Compact Cadet 3 EL 2568.128. See the following link for the MaP Test Results: http://www.cuwcc.org/WorkArea/showcontent.aspx?id=14058 Include a manufacturer's approved plastic or pressed wood white seat, supply pipe, shut-off valve, and wax seal.					

Trade: 23 Electric

7590	RECEPTACLE--GFCI BATH	1.00	EA	300 ⁰⁰	300 ⁰⁰
Install a flush mounted, ground fault circuit interrupted ivory duplex receptacle with ivory cover plate adjacent to lavatory using copper non-metallic cable. Fish wire and repair all tear out.					

7753	ENERGY STAR INTERIOR WALL FIXTURE	1.00	EA	200 ⁰⁰	200 ⁰⁰
Install an Energy Star approved light fixture using a GU24 base lamp wall fixture such as the Progress Lighting Model # P2896-15EBWB.					
ABOVE SINK VANITY					

7820	BATH VENT FAN	1.00	EA	1000 ⁰⁰	1000 ⁰⁰
Install a through-the-wall, exterior ducted, vent fan with damper, and chrome faceplate capable of 70CFM at 1.1 sones. Include; power and switch wiring using #14 copper Romex. Repair any tear out.					

Address: 76 Ashley Street Unit: Unit 01

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

Spec #	Spec	Quantity	Units	Unit Price	Total Price
Trade: 23	Electric				

White WhisperWall 70 CFM 1.1 Sones Wall Mounted Energy Star Rated Bath Fan with Fully Enclosed Condenser Motor and UL Listing

1ST FLOOR BATHROOM

Location Total:

4100⁰⁰

Location: 6 - Interior Approx. Wall SF: 0 Ceiling/Floor SF: 0

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

3345 DOOR--FLUSH INT, HOLLOW CORE

1.00 EA

500⁰⁰

500⁰⁰

Install flush, hollow core, masonite door on existing jamb. Include privacy lockset and 2 butt hinges.

2ND FLOOR RIGHT BEDROOM

Trade: 17 Drywall & Plaster

5270 DRYWALL--3/8"

120.00 SF

500⁰⁰

600⁰⁰

Hang, tape and 3 coat finish 3/8" drywall. Apply a 3/8" bead of low VOC drywall adhesive to each framing member and install using drywall screws min. 1 5/8 long, 8" on center. Run boards with long dimension perpendicular to framing members. Sand ready for paint. Prime and apply 2 coats of flat white latex paint.

1ST FLOOR REAR ROOM CEILING

Trade: 23 Electric

7560 RECEPTACLE REPLACE

4.00 EA

300⁰⁰

1200⁰⁰

Replace all 2 prong non grounded receptacles with ivory GFCI receptacles and ivory cover plate.

1ST FLOOR REAR ROOM (1), LIVING ROOM (1), DINING ROOM (1), 2ND FLOOR REAR BEDROOM (1)

7565 INSTALL RECEPTACLE--15 AMP

4.00 EA

200⁰⁰

800⁰⁰

Install an ivory, duplex, 15 amp receptacle and ivory cover plate at least 15" above floor level using copper 12-3 non-metallic (NM) cable. Fish wire and repair all tear out.

1ST FLOOR REAR ROOM AND 2ND FLOOR FRONT BEDROOM.

7753 ENERGY STAR INTERIOR WALL FIXTURE

1.00 EA

200⁰⁰

200⁰⁰

Install an Energy Star approved light fixture using a GU24 base lamp wall fixture such as the Progress Lighting Model # P2896-15EBWB.

2ND FLOOR FRONT BEDROOM

Location Total:

3300⁰⁰

Location: 7 - Attic Approx. Wall SF: 0 Ceiling/Floor SF: 0

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

2520 HANDRAIL--REPLACE INTERIOR

10.00 LF

35⁰⁰

350⁰⁰

Install 2" round hardwood handrail screwed to metal handrail braces that are attached to studs with screws that enter the framing at least 1 inch, or if fastening to a masonry wall use minimum 3/8 inch diameter plastic masonry plug fasteners and compatible screws. Handrail will extend 6 inches past a line plumb with the nosing of the top tread and 6 inches past a line plumb with the nosing of the bottom tread. All edges will be eased to a smooth and rounded condition.

3525 GUARD RAIL--WOOD

20.00 LF

20⁰⁰

400⁰⁰

Address: 76 Ashley Street

Unit: Unit 01

Location: 7 - Attic

Approx. Wall SF: 0

Ceiling/Floor SF: 0

Spec #	Spec	Quantity	Units	Unit Price	Total Price
--------	------	----------	-------	------------	-------------

Trade: 10 Carpentry

Dispose of any existing railing. Construct a preservative treated pine railing using 2"x 4" top and bottom rails, and 2"x 2" balusters face nailed 6" on center. Create a 3'6" high railing between 4"x 4" end posts.

TOP OF ATTIC STAIRS

Location Total:

750⁰⁰

Unit Total for 76 Ashley Street, Unit Unit 01:

60,380⁰⁰

Address Grand Total for 76 Ashley Street:

60,380⁰⁰

Bidder:

IDEAL PROPERTY
MAINTENANCE CORP
36 LAKE STREET
TEWKSBURY, MA 01876

Exhibit C MORTGAGE

City of Springfield Healthy Homes Rehabilitation Program

THIS MORTGAGE is made as of _____, 2019, between Rose Hubbard, whose address is 76 Ashley Street ("**Borrower**"), and the **City of Springfield**, a municipal corporation with the address 36 Court Street, Springfield, Massachusetts ("**City**").

WHEREAS, the Borrower and the City entered into a **HEALTHY HOMES REHABILITATION PROGRAM AGREEMENT** dated _____, 2019 in the sum of \$76,383.00 (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 76 Ashley Street in Springfield, Massachusetts and described on the attached **Schedule B** (the "**Mortgaged Property**").

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

1. **Purpose.** This Mortgage and the Note are to secure a loan made by the City to the Borrower for the purpose of making home improvements to the Mortgaged Property, as detailed in the **Work Write-Up Specifications dated 7/13/2018**. The Borrower is responsible for making the improvements, and the City shall only make payment of Principal for such improvements as it inspects and verifies that the improvements have been completed.
2. **Conditions of the Loan.**
 - a. **Due Upon Sale or Transfer.** If the Borrower sells or transfers the Mortgaged Property before the final maturity date, the amount of the loan still owing at the time of sale or transfer will be immediately due and payable to the City.
 - b. **Owner Occupancy.** If the Borrower is an owner-occupant at the time this loan is entered into, the Borrower must continue to live in the Mortgaged Property as his/her principal place of residence during the term of the loan.
 - c. **Rental Unit Affordability.** If the Borrower (including a Borrower who lives in one unit of a multi-unit property) rents out units in the Mortgaged Property to

others, the Borrower must rent all units in the Mortgaged Property to households with income at or below 80% of the area median income¹ during the term of the loan.

3. Terms of the Loan

Loan Type:	Forgivable loan, due upon default or upon sale or transfer of property prior to final maturity
Interest Rate:	0%
Payment Schedule:	No monthly payments
Final Maturity Date:	5 years from date of execution
Forgiveness:	An equal amount of the loan will be forgiven for each year that passes from the date the loan is entered, until the loan is fully forgiven at the final maturity date. (For example, a 5-year loan is forgiven 20% per year; a 10-year loan is forgiven 10% per year.)
Prepayment penalty:	None

- 4. Completion of Agreed-Upon Improvements.** If construction required to meet the Work Write-Up Specifications is discontinued or not carried out with reasonable diligence, the City after due notice to the Borrower is authorized to enforce or carry out existing contracts between the Borrower and other parties to make contracted improvements, to make and enter into additional contracts and incur obligations for the purposes of completing the improvements, and to pay and discharge all debts, obligations and liabilities incurred by reason of any action taken by the City, the cost of which shall be payable from the Borrower to the City on demand and shall be secured by this Mortgage.
- 5. Compliance with Building and Health Codes.** The improvements shall comply with all applicable municipal and state ordinances, laws, regulations, and rules made or promulgated by lawful authority, and upon their completion shall comply therewith and with the rules of the Board of Fire Underwriters having jurisdiction.
- 6. Payment of Property Taxes and Other Charges.** The Borrower will pay when due all taxes, assessments, water & sewer charges, and other governmental charges, fines and impositions, now or hereafter imposed, on the Mortgaged Property and will pay when due every amount of indebtedness secured by any lien on the Mortgaged Property.

¹ The area median income (AMI) for the Springfield Metropolitan Area is established annually by the U.S. Department of Housing and Urban Development. The Springfield Office of Housing will provide the current AMI for the Springfield Metropolitan area upon request.

7. **Maintenance and Repair.** The Borrower shall maintain the Property and shall not allow the property to deteriorate or decrease in value due to its condition. If the Property is damaged, the Borrower shall promptly repair the Property to avoid further deterioration or damage, unless repair or restoration is not economically feasible. The Borrower shall not commit waste or permit others to permit actual, permissive, or constructive waste on the Property.

8. **Property Insurance.**

- a. **Maintenance of Insurance.** The Borrower shall keep the Property insured against loss by fire, earthquakes, floods, hazards included within the term "extended coverage," and any other hazards for which the City requires insurance. The insurance amounts (including deductible levels) and periods and the insurance carrier shall be subject to the City's approval. Unless otherwise required by the City, all such insurance shall be effected by Standard Fire and Extended Coverage Insurance policies, in amounts not less than necessary to comply with the coinsurance clause percentage of the value applicable to the location and character of the property to be covered.

All such property insurance shall be in such form and shall have attached loss payable clauses in favor of the City. All such policies and attachments shall be delivered promptly to the City, unless they are required to be delivered to the holder of a lien of a mortgage or similar instrument to which this Mortgage is expressly subject, in which case a certificate of insurance shall be delivered to the City. The Borrower will pay any and all premiums on such insurance promptly when due.

- b. **City Rights to Payment for Loss or Damage.** In the event of loss or damage to the mortgaged property, the Borrower will give to the City immediate notice of the event and the City may make and file proof of loss if not made otherwise promptly by or on behalf of the Borrower. Each insurance company issuing any such policy is authorized and directed to make payment under the policy for such loss to the Borrower and the City jointly, unless the amount of loss is payable first to the holder of a lien under a mortgage or similar instrument to which this Mortgage is expressly subject. Insurance proceeds received by the City may be applied, at the City's option, either in reduction of the indebtedness secured by this Mortgage, or to the restoration or repair of the damaged Mortgage Property.

9. **Rights of City as Lender.** If the Borrower fails to carry out the covenants and agreements set forth in this mortgage, the City may do and pay for whatever is necessary to protect the value of and the City's rights in the property, and any amounts so paid shall be added to the Principal amount due to the City hereunder
10. **Inspection.** The City shall have the right to inspect the Mortgaged Property from time to time at any reasonable hour of the day.
11. **Acceleration upon Default.** If any condition of this Mortgage shall be in default, the entire outstanding balance of the Principal Amount shall become immediately due and payable at the option of the City. The City shall be entitled to collect all costs and expenses, including reasonable attorney's fees incurred. If the City exercises its option to require immediate payment of the balance of funds secured by this Mortgage, the City shall give Borrower notice of acceleration. This notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all remaining sums secured by the Mortgage.

The following "**events of default**" will cause the Note to be immediately due and payable:

- a. The Borrower's nonperformance of any covenant, agreement, term, or condition of this Mortgage or of the Note, after the Borrower has been given due notice by the City of such nonperformance;
 - b. The Borrower's failure to perform any covenant, agreement, term, or condition in any Mortgage or instrument creating a lien upon the Mortgaged Property, which lien shall have priority over the lien of this mortgage;
 - c. The City's discovery that the Borrower failed to disclose in the Borrower's application for funds any fact deemed to be material by the City, or that the Borrower made any misrepresentations in the application or in any agreements entered into between the Borrower and the City (including but not limited to, the Note and this Mortgage);
 - d. The sale, lease or other transfer of any kind or nature of the Mortgaged Property, or any part thereof, without the prior written consent of the City.
12. **No waiver.** No party shall be deemed to have waived any provision of this Mortgage or the exercise of any rights under this Mortgage unless such waiver is made expressly and

in writing. Waiver by any party of a breach or violation of any provision of this Mortgage shall not constitute a waiver of any other subsequent breach or violation.

13. **Surrender after Default.** If the Borrower defaults, and upon demand from the City, the Borrower shall immediately surrender possession of the Mortgaged Property to the City, and the City may enter such property, rent out and collect rent from Mortgaged Property units, and apply rental income to the indebtedness secured by this Mortgage. The City may also dispossess, by usual summary proceedings, any tenant defaulting in the payment of any rent to the City. The Borrower shall cooperate and facilitate any summary process proceedings under this paragraph.

If the Borrower continues to occupy the Mortgaged Property after default and City demand to surrender, such possession shall be as a tenant of the City, and the Borrower shall pay in advance upon demand by the City, a reasonable monthly use and occupancy fee for the premises occupied by the Borrower, and upon the failure of the Borrower to pay such monthly fee, the Borrower may also be disposed by the usual summary proceedings applicable to tenants.

This covenant shall become effective immediately upon the happening of any such default, as determined in the sole discretion of the City, who shall give notice of such determination to the Borrower; and in the case of foreclosure and the appointment of a receiver of the rents, the within covenant shall insure to the benefit of such receiver.

14. **Notice of Change of Ownership.** The Borrower will give immediate notice by certified mail, return-receipt requested, to the City of any conveyance, transfer or change in ownership of such property, or any part thereof.
15. **No Assignment of Rents.**
The Borrower will not assign the rents, if any, in whole or in part, from the mortgaged property, or any part thereof, without the prior written consent of the City.
16. **Notice.** Notice and demand or request shall be made in writing and may be served in person or by mail.
17. **Waiver of Homestead Exemption.** The Borrower hereby waives the benefit of all homestead exemptions, as to the debt secured by this Mortgage and as to any expenditure for insurance, taxes, levies, assessments, dues or charges incurred by the City pursuant to any provision of this Mortgage.

18. **City Right to Nonjudicial Foreclosure.** This Mortgage is upon the **STATUTORY CONDITION**, for any breach of which, or for breach of any of the aforementioned provisions or conditions, the City may declare all sums secured hereby immediately due and payable, and the City shall have the **STATUTORY POWER OF SALE**.

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

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

IN WITNESS THEREOF this mortgage has been duly signed and sealed by the Borrower on or as of the day and year first above written.

BY: Rose Hubbard
Rose Hubbard,
Borrower

Jocelyn A. Roby
Witness

Commonwealth of Massachusetts

Hampden, ss

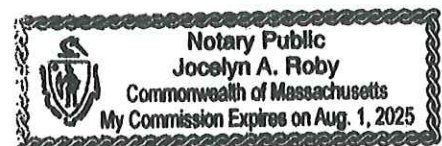
2019

On 8/27/19, before me, the undersigned notary public, personally appeared, Rose Hubbard proved to me through satisfactory evidence of identification, which was driver's 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.

Jocelyn A. Roby (Official signature and seal of notary).

Notary Public:

My Commission Expires:



The note secured by this Mortgage has:

A principal sum of \$76,383.00

A rate of interest of Zero (0%) percent.

The sum of \$76,383.00 with interest thereon at a rate of Zero (0.00%) per annum, is due and payable upon sale, lease or other transfer of any kind of the above-referenced property, or any part thereof without the prior written consent of the City, other than a transfer by will or by operation of the laws of descent and distribution.

SCHEDULE A
PROMISSORY NOTE

Springfield, Massachusetts

Property Address: **76 Ashley Street, Springfield, MA 01105**

1. BORROWERS' PROMISE TO PAY

In return for a loan that I have received, I, Rose Hubbard ("Borrower"), promise to pay \$76,383.00 (this amount is called "Principal"), without interest, to the **City of Springfield**, a Massachusetts municipal corporation with a usual address of 36 Court Street, Springfield, Massachusetts 01103 ("City").

2. INTEREST

Interest will not be charged on unpaid principal.

3. TIME AND PLACE OF PAYMENTS

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

4. BORROWER'S RIGHT TO PREPAY

I have the right to make payments of principal at any time before they are due. A payment of principal only is known as a "prepayment." When I make a prepayment, I will tell the City in writing that I am doing so.

I may make a full prepayment or partial prepayments without paying any prepayment charge. The City will use all of my prepayments to reduce the amount of principal that I owe under this Note. If I make a partial prepayment, there will be no changes in the due date or in the amount of my payment unless the City agrees in writing to those changes.

6. BORROWER DEFAULT

(A) Default If I am in default of or breach of the Healthy Homes Rehabilitation Program Agreement ("Program Agreement") or the Mortgage, both dated the same date as this Note, and if I do not cure any default or breach within any applicable cure period, then I will be in default of this Note.

(B) Notice of Default If I am in default, the City may send me a written notice telling me that if I do not come into compliance with the Program Agreement and Mortgage by a certain date, the City may require me to pay immediately the full amount of principal I owe.

(C) No Waiver by City Even if, at a time when I am in default, the City does not require me to pay immediately in full as described above, the City will still have the right to do so if I am in default at a later time.

(D) Payment of City's Costs and Expenses If the City has required me to pay immediately in full as described above, the Note Holder will have the right to be paid back by me for all of its costs and expenses in enforcing this Note to the extent not prohibited by applicable law. Those expenses include, for example, reasonable attorneys' fees, court costs and witness fees, including but not limited to expert witness fees.

7. GIVING OF NOTICES

Unless applicable law requires a different method, any notice that must be given to me under this Note will be given by delivering it or mailing it by first class mail to me at the Property Address above or at a different address if I give the City a notice of my different address.

Any notice that must be given to the City under this Note will be given by mailing it by first class mail to:

Director
City of Springfield Office of Housing
1600 E. Columbus Ave.
Springfield, MA 01103

with a copy simultaneously mailed by first class mail to:

City Solicitor
City of Springfield Law Department
36 Court Street
Springfield, MA 01103

8. OBLIGATIONS OF PERSONS UNDER THIS NOTE

If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety or endorser of this Note is also obligated to do these things. Any person who takes over these obligations, including the obligations of a guarantor, surety or

endorser of this Note, is also obligated to keep all of the promises made in this Note. The City may enforce its rights under this Note against each person individually or against all of us together. This means that any one of us may be required to pay all of the amounts owned under this Note. This Note is binding on me and my executors, administrators, heirs, successors and assigns.

9. WAIVERS

I and any other person who has obligations under this Note waive the rights of presentment and notice of dishonor. "Presentment" means the right to require the City to demand payment of amounts due. "Notice of dishonor" means the right to require the City to give notice to other persons that amounts due have not been paid.

10. UNIFORM SECURED NOTE

This Note is a uniform instrument with limited variations in some jurisdictions. In addition to the protections given to the City under this Note, a Mortgage dated the same date as this Note protects the City from possible losses which might result if I do not keep the promises which I make in this Note. That Mortgage describes how and under what condition I may be required to make immediate payment in full of all amounts I owe under this Note. Some of those conditions are described as follows:

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

Owner Occupancy. If the Borrower is an owner-occupant at the time this loan is entered into, and the Borrower ceases to live in the Mortgaged Property as his/her principal place of residence during the term of the loan, the City may, at its option, require immediate payment in full of all sums secured by the Mortgage.

Rental Unit Affordability. If the Borrower (including a Borrower who lives in one unit of a multi-unit property) rents out units in the Mortgaged Property to others, and the Borrower rents units to households with income above 80% area median income, the City may, at its option, require immediate payment in full of all sums secured by the Mortgage.

If the City exercises its option to require immediate payment of the balance of funds secured by the Mortgage, the City shall give Borrower notice of acceleration. This notice shall provide a

period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all remaining sums secured by the Mortgage.

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

Rose Hubbard
Rose Hubbard
Borrower

J.A.
Witness

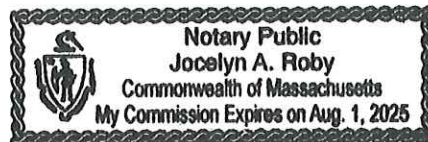
Witness

COMMONWEALTH OF MASSACHUSETTS

HAMPDEN, SS

On this 27th day of August, 2019, before me, the undersigned Notary Public, personally appeared the above-named Rose Hubbard, proved to me through satisfactory evidence of identification, which was 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.

J.A.
Notary Public
My Commission Expires:



SCHEDULE B
PROPERTY DESCRIPTION

The land, with buildings thereon, in Springfield, Hampden County, Massachusetts, being bounded and described as follows:

SOUTHERLY	by Ashley Street, eighty-two (82) feet;
WESTERLY	by land now or formerly of Rosa Franklin and land now or formerly of Mary A. Niles, two hundred two and 6/10 (202.6) feet;
NORTHERLY	by land now or formerly of Lizzie M. Mills, eighty-one (81) feet; and
EASTERLY	by land now or formerly of Dennis Lynch, Jr., two hundred two and 5/10 (202.5) feet.

Being the same premises conveyed to the mortgagor by deed dated December 31, 1980 and recorded in the Hampden County Registry of Deeds in Book 5049, Page 232. See also decree by the Hampden County Probate & Family Court filed with Docket No. 86D1672 and recorded in Book 7367, Page 534.

MORTGAGE RIDER

This Mortgage Rider is made this 27th day of August, 2019 and is incorporated into and amends and supplements a Mortgage dated of even date herewith, given by **Rose Hubbard** (herein the "Borrower") to secure Borrower's Note to the **City of Springfield** (herein the "Lender"), and covering the Property described in the Mortgage and located at 76 Ashley Street, Springfield, Massachusetts (herein the "Property").

The Borrower and Lender acknowledge that the "Due Upon Sale or Transfer" clause set forth in Paragraph 2(a) of the Mortgage shall not apply to a transfer to the Borrower's daughter, Nicole Hubbard, either during the lifetime of the Borrower or upon her death, if Nicole Hubbard continues to occupy the Property as her principal residence. Should Nicole Hubbard take ownership of the Property and continue to occupy it as her principal residence, it will be considered an extension of the Borrower's ownership; the loan will not become due and payable and the five-year period after which the loan is forgiven will continue to accrue.



Rose Hubbard

COMMONWEALTH OF MASSACHUSETTS

Hampden, ss.

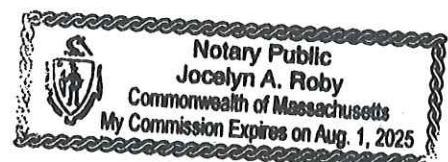
August 27, 2019

On this 27th day of August, 2019, before me, the undersigned Notary Public, personally appeared Rose Hubbard, proved to me through satisfactory evidence of identification, which was a MA Driver's License, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that she signed it voluntarily for its stated purpose.



Notary Public:

My commission expires:



MORTGAGE RIDER



City of Springfield
By Domenic J. Sarno
Its Mayor

COMMONWEALTH OF MASSACHUSETTS

Hampden, ss.

August 26, 2019

On this 26 day of August, 2019, before me, the undersigned Notary Public, personally appeared Domenic J. Sarno on behalf of the City of Springfield acting as its Mayor, 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/she signed it voluntarily for its stated purpose on behalf of the City of Springfield.



Notary Public:

My commission expires: 12-30-22

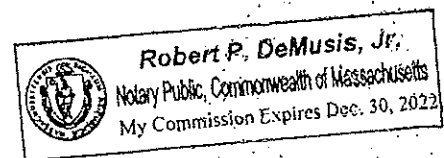


Exhibit D
PROMISSORY NOTE

_____, 2019
Springfield, Massachusetts

Property Address: 76 Ashley Street, Springfield, MA 01105

1. BORROWERS' PROMISE TO PAY

In return for a loan that I have received, I, **Rose Hubbard** ("Borrower"), promise to pay \$76,383.00 (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 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.

Rose Hubbard
Rose Hubbard,
Borrower

J. A. Roby
Witness

Witness

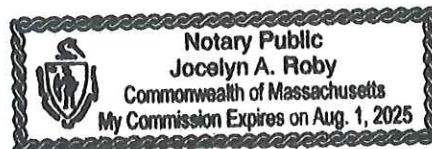
COMMONWEALTH OF MASSACHUSETTS

HAMPDEN, SS

On this 27th day of August, 2019, before me, the undersigned Notary Public, personally appeared the above-named Rose Hubbard, proved to me through satisfactory evidence of identification, which was 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.

J. A. Roby

Notary Public
My Commission Expires:



MORTGAGE

City of Springfield Healthy Homes Rehabilitation Program

THIS MORTGAGE is made as of August 27, 2019, between Rose Hubbard, whose address is 76 Ashley Street ("Borrower"), and the City of Springfield, a municipal corporation with the address 36 Court Street, Springfield, Massachusetts ("City").

WHEREAS, the Borrower and the City entered into a **HEALTHY HOMES REHABILITATION PROGRAM AGREEMENT** dated August 27, 2019 in the sum of \$76,383.00 (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 76 Ashley Street in Springfield, Massachusetts and described on the attached **Schedule B** (the "Mortgaged Property").

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

1. **Purpose.** This Mortgage and the Note are to secure a loan made by the City to the Borrower for the purpose of making home improvements to the Mortgaged Property, as detailed in the **Work Write-Up Specifications** dated 7/13/2018. The Borrower is responsible for making the improvements, and the City shall only make payment of Principal for such improvements as it inspects and verifies that the improvements have been completed.
2. **Conditions of the Loan.**
 - a. **Due Upon Sale or Transfer.** If the Borrower sells or transfers the Mortgaged Property before the final maturity date, the amount of the loan still owing at the time of sale or transfer will be immediately due and payable to the City.
 - b. **Owner Occupancy.** If the Borrower is an owner-occupant at the time this loan is entered into, the Borrower must continue to live in the Mortgaged Property as his/her principal place of residence during the term of the loan.
 - c. **Rental Unit Affordability.** If the Borrower (including a Borrower who lives in one unit of a multi-unit property) rents out units in the Mortgaged Property to

others, the Borrower must rent all units in the Mortgaged Property to households with income at or below 80% of the area median income¹ during the term of the loan.

3. Terms of the Loan

Loan Type:	Forgivable loan, due upon default or upon sale or transfer of property prior to final maturity
Interest Rate:	0%
Payment Schedule:	No monthly payments
Final Maturity Date:	5 years from date of execution
Forgiveness:	An equal amount of the loan will be forgiven for each year that passes from the date the loan is entered, until the loan is fully forgiven at the final maturity date. (For example, a 5-year loan is forgiven 20% per year; a 10-year loan is forgiven 10% per year.)
Prepayment penalty:	None

4. **Completion of Agreed-Upon Improvements.** If construction required to meet the Work Write-Up Specifications is discontinued or not carried out with reasonable diligence, the City after due notice to the Borrower is authorized to enforce or carry out existing contracts between the Borrower and other parties to make contracted improvements, to make and enter into additional contracts and incur obligations for the purposes of completing the improvements, and to pay and discharge all debts, obligations and liabilities incurred by reason of any action taken by the City, the cost of which shall be payable from the Borrower to the City on demand and shall be secured by this Mortgage.
5. **Compliance with Building and Health Codes.** The improvements shall comply with all applicable municipal and state ordinances, laws, regulations, and rules made or promulgated by lawful authority, and upon their completion shall comply therewith and with the rules of the Board of Fire Underwriters having jurisdiction.
6. **Payment of Property Taxes and Other Charges.** The Borrower will pay when due all taxes, assessments, water & sewer charges, and other governmental charges, fines and impositions, now or hereafter imposed, on the Mortgaged Property and will pay when due every amount of indebtedness secured by any lien on the Mortgaged Property.

¹ The area median income (AMI) for the Springfield Metropolitan Area is established annually by the U.S. Department of Housing and Urban Development. The Springfield Office of Housing will provide the current AMI for the Springfield Metropolitan area upon request.

7. **Maintenance and Repair.** The Borrower shall maintain the Property and shall not allow the property to deteriorate or decrease in value due to its condition. If the Property is damaged, the Borrower shall promptly repair the Property to avoid further deterioration or damage, unless repair or restoration is not economically feasible. The Borrower shall not commit waste or permit others to permit actual, permissive, or constructive waste on the Property.

8. **Property Insurance.**

- a. **Maintenance of Insurance.** The Borrower shall keep the Property insured against loss by fire, earthquakes, floods, hazards included within the term "extended coverage," and any other hazards for which the City requires insurance. The insurance amounts (including deductible levels) and periods and the insurance carrier shall be subject to the City's approval. Unless otherwise required by the City, all such insurance shall be effected by Standard Fire and Extended Coverage Insurance policies, in amounts not less than necessary to comply with the coinsurance clause percentage of the value applicable to the location and character of the property to be covered.

All such property insurance shall be in such form and shall have attached loss payable clauses in favor of the City. All such policies and attachments shall be delivered promptly to the City, unless they are required to be delivered to the holder of a lien of a mortgage or similar instrument to which this Mortgage is expressly subject, in which case a certificate of insurance shall be delivered to the City. The Borrower will pay any and all premiums on such insurance promptly when due.

- b. **City Rights to Payment for Loss or Damage.** In the event of loss or damage to the mortgaged property, the Borrower will give to the City immediate notice of the event and the City may make and file proof of loss if not made otherwise promptly by or on behalf of the Borrower. Each insurance company issuing any such policy is authorized and directed to make payment under the policy for such loss to the Borrower and the City jointly, unless the amount of loss is payable first to the holder of a lien under a mortgage or similar instrument to which this Mortgage is expressly subject. Insurance proceeds received by the City may be applied, at the City's option, either in reduction of the indebtedness secured by this Mortgage, or to the restoration or repair of the damaged Mortgage Property.

9. **Rights of City as Lender.** If the Borrower fails to carry out the covenants and agreements set forth in this mortgage, the City may do and pay for whatever is necessary to protect the value of and the City's rights in the property, and any amounts so paid shall be added to the Principal amount due to the City hereunder
10. **Inspection.** The City shall have the right to inspect the Mortgaged Property from time to time at any reasonable hour of the day.
11. **Acceleration upon Default.** If any condition of this Mortgage shall be in default, the entire outstanding balance of the Principal Amount shall become immediately due and payable at the option of the City. The City shall be entitled to collect all costs and expenses, including reasonable attorney's fees incurred. If the City exercises its option to require immediate payment of the balance of funds secured by this Mortgage, the City shall give Borrower notice of acceleration. This notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all remaining sums secured by the Mortgage.

The following "**events of default**" will cause the Note to be immediately due and payable:

- a. The Borrower's nonperformance of any covenant, agreement, term, or condition of this Mortgage or of the Note, after the Borrower has been given due notice by the City of such nonperformance;
 - b. The Borrower's failure to perform any covenant, agreement, term, or condition in any Mortgage or instrument creating a lien upon the Mortgaged Property, which lien shall have priority over the lien of this mortgage;
 - c. The City's discovery that the Borrower failed to disclose in the Borrower's application for funds any fact deemed to be material by the City, or that the Borrower made any misrepresentations in the application or in any agreements entered into between the Borrower and the City (including but not limited to, the Note and this Mortgage);
 - d. The sale, lease or other transfer of any kind or nature of the Mortgaged Property, or any part thereof, without the prior written consent of the City.
12. **No waiver.** No party shall be deemed to have waived any provision of this Mortgage or the exercise of any rights under this Mortgage unless such waiver is made expressly and

in writing. Waiver by any party of a breach or violation of any provision of this Mortgage shall not constitute a waiver of any other subsequent breach or violation.

13. **Surrender after Default.** If the Borrower defaults, and upon demand from the City, the Borrower shall immediately surrender possession of the Mortgaged Property to the City, and the City may enter such property, rent out and collect rent from Mortgaged Property units, and apply rental income to the indebtedness secured by this Mortgage. The City may also dispossess, by usual summary proceedings, any tenant defaulting in the payment of any rent to the City. The Borrower shall cooperate and facilitate any summary process proceedings under this paragraph.

If the Borrower continues to occupy the Mortgaged Property after default and City demand to surrender, such possession shall be as a tenant of the City, and the Borrower shall pay in advance upon demand by the City, a reasonable monthly use and occupancy fee for the premises occupied by the Borrower, and upon the failure of the Borrower to pay such monthly fee, the Borrower may also be disposed by the usual summary proceedings applicable to tenants.

This covenant shall become effective immediately upon the happening of any such default, as determined in the sole discretion of the City, who shall give notice of such determination to the Borrower; and in the case of foreclosure and the appointment of a receiver of the rents, the within covenant shall insure to the benefit of such receiver.

14. **Notice of Change of Ownership.** The Borrower will give immediate notice by certified mail, return-receipt requested, to the City of any conveyance, transfer or change in ownership of such property, or any part thereof.

15. **No Assignment of Rents.**

The Borrower will not assign the rents, if any, in whole or in part, from the mortgaged property, or any part thereof, without the prior written consent of the City.

16. **Notice.** Notice and demand or request shall be made in writing and may be served in person or by mail.

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

18. **City Right to Nonjudicial Foreclosure.** This Mortgage is upon the **STATUTORY CONDITION**, for any breach of which, or for breach of any of the aforementioned provisions or conditions, the City may declare all sums secured hereby immediately due and payable, and the City shall have the **STATUTORY POWER OF SALE**.

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

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

IN WITNESS THEREOF this mortgage has been duly signed and sealed by the Borrower on or as of the day and year first above written.

BY: Rose Hubbard
Rose Hubbard,
Borrower

J. A. Roby
Witness

Commonwealth of Massachusetts

Hampden, ss

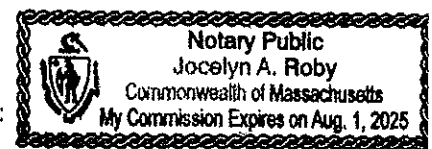
2019

On 8/27/19, before me, the undersigned notary public, personally appeared, Rose Hubbard proved to me through satisfactory evidence of identification, which was driver's 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.

J. A. Roby (Official signature and seal of notary).

Notary Public:

My Commission Expires:



The note secured by this Mortgage has:

A principal sum of \$76,383.00

A rate of interest of Zero (0%) percent.

The sum of \$76,383.00 with interest thereon at a rate of Zero (0.00%) per annum, is due and payable upon sale, lease or other transfer of any kind of the above-referenced property, or any part thereof without the prior written consent of the City, other than a transfer by will or by operation of the laws of descent and distribution.

SCHEDULE A
PROMISSORY NOTE

Springfield, Massachusetts

Property Address: 76 Ashley Street, Springfield, MA 01105

1. BORROWERS' PROMISE TO PAY

In return for a loan that I have received, I, Rose Hubbard ("Borrower"), promise to pay \$76,383.00 (this amount is called "Principal"), without interest, to the **City of Springfield**, a Massachusetts municipal corporation with a usual address of 36 Court Street, Springfield, Massachusetts 01103 ("City").

2. INTEREST

Interest will not be charged on unpaid principal.

3. TIME AND PLACE OF PAYMENTS

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

4. BORROWER'S RIGHT TO PREPAY

I have the right to make payments of principal at any time before they are due. A payment of principal only is known as a "prepayment." When I make a prepayment, I will tell the City in writing that I am doing so.

I may make a full prepayment or partial prepayments without paying any prepayment charge. The City will use all of my prepayments to reduce the amount of principal that I owe under this Note. If I make a partial prepayment, there will be no changes in the due date or in the amount of my payment unless the City agrees in writing to those changes.

6. BORROWER DEFAULT

(A) Default If I am in default of or breach of the Healthy Homes Rehabilitation Program Agreement ("Program Agreement") or the Mortgage, both dated the same date as this Note, and if I do not cure any default or breach within any applicable cure period, then I will be in default of this Note.

(B) **Notice of Default** If I am in default, the City may send me a written notice telling me that if I do not come into compliance with the Program Agreement and Mortgage by a certain date, the City may require me to pay immediately the full amount of principal I owe.

(C) **No Waiver by City** Even if, at a time when I am in default, the City does not require me to pay immediately in full as described above, the City will still have the right to do so if I am in default at a later time.

(D) **Payment of City's Costs and Expenses** If the City has required me to pay immediately in full as described above, the Note Holder will have the right to be paid back by me for all of its costs and expenses in enforcing this Note to the extent not prohibited by applicable law. Those expenses include, for example, reasonable attorneys' fees, court costs and witness fees, including but not limited to expert witness fees.

7. GIVING OF NOTICES

Unless applicable law requires a different method, any notice that must be given to me under this Note will be given by delivering it or mailing it by first class mail to me at the Property Address above or at a different address if I give the City a notice of my different address.

Any notice that must be given to the City under this Note will be given by mailing it by first class mail to:

Director
City of Springfield Office of Housing
1600 E. Columbus Ave.
Springfield, MA 01103

with a copy simultaneously mailed by first class mail to:

City Solicitor
City of Springfield Law Department
36 Court Street
Springfield, MA 01103

8. OBLIGATIONS OF PERSONS UNDER THIS NOTE

If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety or endorser of this Note is also obligated to do these things. Any person who takes over these obligations, including the obligations of a guarantor, surety or

endorser of this Note, is also obligated to keep all of the promises made in this Note. The City may enforce its rights under this Note against each person individually or against all of us together. This means that any one of us may be required to pay all of the amounts owned under this Note. This Note is binding on me and my executors, administrators, heirs, successors and assigns.

9. WAIVERS

I and any other person who has obligations under this Note waive the rights of presentment and notice of dishonor. "Presentment" means the right to require the City to demand payment of amounts due. "Notice of dishonor" means the right to require the City to give notice to other persons that amounts due have not been paid.

10. UNIFORM SECURED NOTE

This Note is a uniform instrument with limited variations in some jurisdictions. In addition to the protections given to the City under this Note, a Mortgage dated the same date as this Note protects the City from possible losses which might result if I do not keep the promises which I make in this Note. That Mortgage describes how and under what condition I may be required to make immediate payment in full of all amounts I owe under this Note. Some of those conditions are described as follows:

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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.

Rose Hubbard
Rose Hubbard
Borrower

Jocelyn A. Roby
Witness

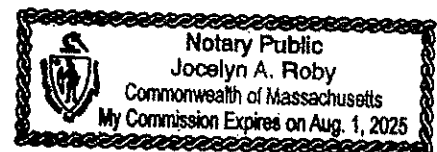
Witness

COMMONWEALTH OF MASSACHUSETTS

HAMPDEN, SS

On this 27th day of August, 20 19, before me, the undersigned Notary Public, personally appeared the above-named Rose Hubbard, proved to me through satisfactory evidence of identification, which was 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.

Jocelyn A. Roby
Notary Public
My Commission Expires:



SCHEDULE B
PROPERTY DESCRIPTION

The land, with buildings thereon, in Springfield, Hampden County, Massachusetts, being bounded and described as follows:

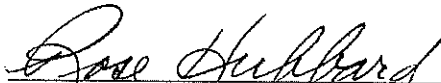
SOUTHERLY	by Ashley Street, eighty-two (82) feet;
WESTERLY	by land now or formerly of Rosa Franklin and land now or formerly of Mary A. Niles, two hundred two and 6/10 (202.6) feet;
NORTHERLY	by land now or formerly of Lizzie M. Mills, eighty-one (81) feet; and
EASTERLY	by land now or formerly of Dennis Lynch, Jr., two hundred two and 5/10 (202.5) feet.

Being the same premises conveyed to the mortgagor by deed dated December 31, 1980 and recorded in the Hampden County Registry of Deeds in Book 5049, Page 232. See also decree by the Hampden County Probate & Family Court filed with Docket No. 86D1672 and recorded in Book 7367, Page 534.

MORTGAGE RIDER

This Mortgage Rider is made this 27th day of August, 2019 and is incorporated into and amends and supplements a Mortgage dated of even date herewith, given by **Rose Hubbard** (herein the "Borrower") to secure Borrower's Note to the **City of Springfield** (herein the "Lender"), and covering the Property described in the Mortgage and located at 76 Ashley Street, Springfield, Massachusetts (herein the "Property").

The Borrower and Lender acknowledge that the "Due Upon Sale or Transfer" clause set forth in Paragraph 2(a) of the Mortgage shall not apply to a transfer to the Borrower's daughter, Nicole Hubbard, either during the lifetime of the Borrower or upon her death, if Nicole Hubbard continues to occupy the Property as her principal residence. Should Nicole Hubbard take ownership of the Property and continue to occupy it as her principal residence, it will be considered an extension of the Borrower's ownership; the loan will not become due and payable and the five-year period after which the loan is forgiven will continue to accrue.



Rose Hubbard

COMMONWEALTH OF MASSACHUSETTS

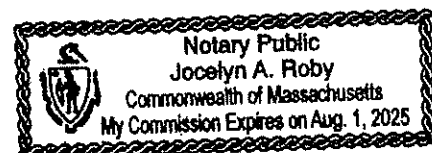
Hampden, ss.

August 27, 2019

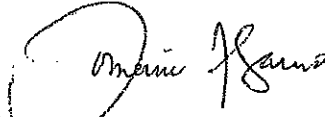
On this 27th day of August, 2019, before me, the undersigned Notary Public, personally appeared Rose Hubbard, proved to me through satisfactory evidence of identification, which was a MA Driver's License, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that she signed it voluntarily for its stated purpose.



Notary Public:
My commission expires:



MORTGAGE RIDER



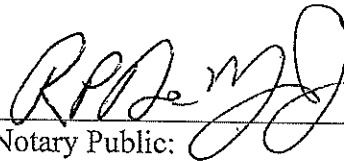
City of Springfield
By Domenic J. Sarno
Its Mayor

COMMONWEALTH OF MASSACHUSETTS

Hampden, ss.

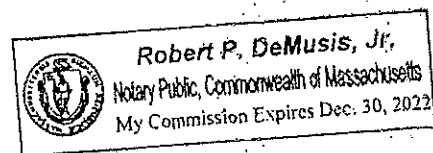
August 26, 2019

On this 26 day of August, 2019, before me, the undersigned Notary Public, personally appeared Domenic J. Sarno on behalf of the City of Springfield acting as its Mayor, 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/she signed it voluntarily for its stated purpose on behalf of the City of Springfield.



Notary Public:

My commission expires: 12-30-22



PROMISSORY NOTE

August 27, 2019
Springfield, Massachusetts

Property Address: 76 Ashley Street, Springfield, MA 01105

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2. INTEREST

Interest will not be charged on unpaid principal.

3. TIME AND PLACE OF PAYMENTS

No monthly payments are due. If there is no default on the loan, the Principal shall be forgiven at an equal percentage rate per year until it is 100% forgiven at the end of the 5th year.

4. BORROWER'S RIGHT TO PREPAY

I have the right to make payments of principal at any time before they are due. A payment of principal only is known as a "prepayment." When I make a prepayment, I will tell the City in writing that I am doing so.

I may make a full prepayment or partial prepayments without paying any prepayment charge. The City will use all of my prepayments to reduce the amount of principal that I owe under this Note. If I make a partial prepayment, there will be no changes in the due date or in the amount of my payment unless the City agrees in writing to those changes.

6. BORROWER DEFAULT

(A) **Default** If I am in default of or breach of the Healthy Homes Rehabilitation Program Agreement ("Program Agreement") or the Mortgage, both dated the same date as this Note, and if I do not cure any default or breach within any applicable cure period, then I will be in default of this Note.

(B) Notice of Default If I am in default, the City may send me a written notice telling me that if I do not come into compliance with the Program Agreement and Mortgage by a certain date, the City may require me to pay immediately the full amount of principal I owe.

(C) No Waiver by City Even if, at a time when I am in default, the City does not require me to pay immediately in full as described above, the City will still have the right to do so if I am in default at a later time.

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with a copy simultaneously mailed by first class mail to:

City Solicitor
City of Springfield Law Department
36 Court Street
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8. OBLIGATIONS OF PERSONS UNDER THIS NOTE

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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 owed under this Note. This Note is binding on me and my executors, administrators, heirs, successors and assigns.

9. WAIVERS

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

Rose Hubbard
Rose Hubbard,
Borrower

Joa.
Witness

Witness

COMMONWEALTH OF MASSACHUSETTS

HAMPDEN, SS

On this 27th day of August, 2019, before me, the undersigned Notary Public, personally appeared the above-named Rose Hubbard, proved to me through satisfactory evidence of identification, which was 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.

Joa.
Notary Public
My Commission Expires:

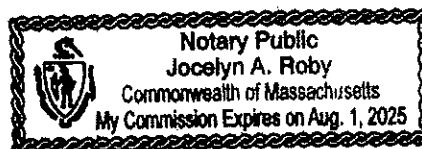


Exhibit E:
SECTION 3 CLAUSE

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

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