

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

Requisition 19015800-00 FY 2019

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

Page 1

Vendor
 DAVID ARRIAGA
 154 FLORENCE ST
 SPRINGFIELD, MA 01105
 USA

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

Delivery Reference
 NIGEL GREAVES

C#20190689

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/15/19	019202				COMMUNITY DEVELOPMENT

LN	Description / Account	Qty	Unit Price	Net Price
General Notes				
001	CONTRACT PENDING CDBG-NDR HEALTHY HOMES REHAB FOR PROPERTY LOCATED AT 154 FLORENCE ST, SPFLD MA	1.00 EACH	36938.31000	36938.31
1	26451815-530105-64516		27438.31	
2	26881801-530105-68800		9500.00	

Ship To
 COMMUNITY DEVELOPMENT
 1600 EAST COLUMBUS AVE
 SPRINGFIELD, MA 01103
 Delivery Reference
 NIGEL GREAVES

Requisition Link

Requisition Total 36938.31

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

Account	Amount	Remaining Budget
26451815-530105-64516	27438.31	3634151.59
CDBG-NDR-HEALTH HOMES	PROFESSIONAL SERVICES	
26881801-530105-68800	9500.00	351877.59
LEAD PAINT	PROFESSIONAL SERVICES	

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

Activity	Date	Clerk	Comment

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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/15/19	019202				COMMUNITY DEVELOPMENT

LN	Description / Account	Qty	Unit Price	Net Price
Approved	05/15/19 Amanda Pham			
Approved	05/15/19 Cathy Buono			
Queued	05/15/19 Hamediah Mohamed			
Queued	05/15/19 Christopher Fraser			
Queued	05/15/19 Heather Potito			
Queued	05/15/19 Tim Brown			
Queued	05/15/19 Kaiya Hill-Thomas			
Pending	05/15/19 Lauren Stabilo			

Auto approved by: cak

**CITY OF SPRINGFIELD
HEALTHY HOMES PROGRAM**

**REHABILITATION LOAN AGREEMENT
FOR OWNER-OCCUPANTS**

Whereas, the City of Springfield ("City") is providing financial assistance to David Arriaga ("Borrower") from the Healthy Homes Program in the amount of \$36,938.31 to fund rehabilitation of the home located at 154 Florence Street, Springfield, MA 01105, according to the terms of the agreed-upon Specs by Location/Trade, dated 9/26/19, 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.

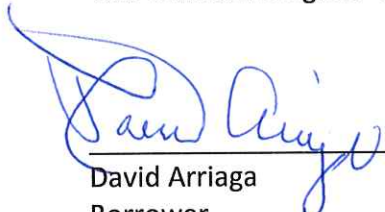
Schedule

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.

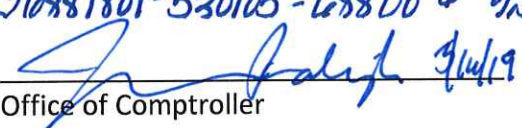
This contract is signed as of the 7th day of May, 2019.



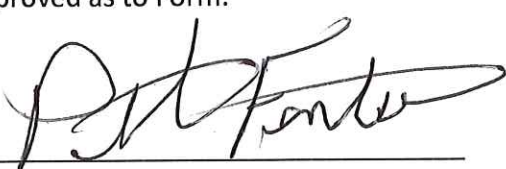
David Arriaga
Borrower



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

llw Approved as to Appropriation:
26451815-530105-64516 \$ 27,438.31
210981801-530105-68800 \$ 9,500.00
 5/16/19

Office of Comptroller


Approved as to Form:


Law Department

APPROVED:

Act'ng  5/16/19

Chief Administrative and Financial Officer



Domenic J. Sarno, Mayor

**CITY OF SPRINGFIELD
HEALTHY HOME PROGRAM**

**REHABILITATION LOAN AGREEMENT
List of Exhibits**

Healthy Homes Rehabilitation Program Agreement

Exhibit A - Project Budget

Exhibit B - Itemized Repair Specs by Location/Trade

Exhibit C - Mortgage

Exhibit D - Promissory Note

Exhibit E - Section 3 Clause

Exhibit F - Tax Certification for Contracts

Exhibit G - Insurance Binder

Exhibit A

Healthy Homes Rehab Project Budget

Homeowner/Borrower: David Arriaga

Project Address: 154 Florence Street, Springfield, MA 01105

	Project Budget
General Rehab	\$ 25,700.00
Lead Abatement	\$ 9,500.00
Legal Fees	\$ 700.00
MassSave estimate	\$ 1,038.31
Total	\$ 36,938.31

Exhibit B

SPECS BY LOCATION/TRADE

9/26/2018

Pre-Bid Site Visit: 1/16/19
 Bidding Open Date: 1/16/19
 Bidding Close Date: 1/25/19
 Initial: [Signature]

Case Number: David Ariaga 154F
 Project Manager: Nigel Brewes
 Phone: (413) 886-5050

Address: 154 Florence Street Unit: Unit 01

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

Spec #	Spec	Quantity	Units	Unit Price	Total Price
(A1 Shettleroe)					
Trade: 1	General Requirements				
10	OWNER ACCEPTS SCOPE OF WORK	1.00	DU		
<p>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.</p> <p>X _____ X _____ Applicant Date Applicant Date</p>					
14	CONTRACTOR ACCEPTS SCOPE OF WORK	1.00	DU		
<p>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.</p> <p>X _____ Contractor Date</p>					
28	VENTILATION--ASHRAE 62.2-GENERAL REQUIREMENTS	1.00	GR		
<p>This dwelling unit must have a ventilation system that meets ASHRAE 62.2. See http://www.ashrae.org/technology/page/548 and http://www.buildingscience.com/documents/reports/rr-0502-review-of-residential-ventilation-technologies/</p>					
30	WALL NAMING PROTOCOLS	1.00	EA		
<p>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.</p> <p>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.</p>					
31	CONSTRUCTION DEFINITIONS	1.00	GR		
<p>"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.</p>					
32	SUBSTITUTION APPROVAL PROCESS	1.00	GR		
<p>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.</p>					
34	LINE ITEM BREAKDOWN	1.00	DU		
<p>The apparent winning bidders shall provide the owner with a line item cost breakdown within 3 working days of a request.</p>					
35	VERIFY QUANTITIES/MEASUREMENTS	1.00	GR		
<p>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.</p>					

Address: 154 Florence 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: 1 General Requirements

40 ALL PERMITS REQUIRED

1.00 AL

300

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.

55 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.

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.

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 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.

9003 LEAD-SPECIFIC LAWS, RULES, REGULATIONS & GUIDELINES

1.00 GR

The execution of this work shall comply with all applicable federal, state and local laws, rules, regulations and guidelines for lead dust environments, including but not limited to: 29 CFR 1926.62 - Lead Construction Standard; 29 CFR 1910.1200 -

Address: 154 Florence 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

Hazard Communication Standard; 40 CFR Part 745 - Lead-Based Paint Poisoning Prevention in Certain Residential Structures (EPA Regulations); 24 CFR Part 35 - HUD's Lead Safe Housing Rule.

9020 LEAD-BASED PAINT REGULATIONS - FEDERALLY FUNDED HOUSING REHABILITATION

1.00 GR

9800

Per HUD Regulation 24 CFR Part 35: the contractor must conform to the Lead-based paint requirements for rehabilitation in the appropriate category listed below, based on the amount of rehabilitation assistance provided.

1. When the Federal Rehabilitation Assistance is \$1 to \$5,000 per unit:
 - a. The Contractor shall implement safe work practices during rehabilitation work in accordance with Sec. 35.1350 and repair any paint that is disturbed.
 - b. After completion of any rehabilitation disturbing painted surfaces, each work site must pass a clearance examination in accordance with Sec. 35.1340. Neither Clearance nor Lead Safe Work Practices are required if rehabilitation does not disturb painted surfaces of a total area of more than 20 SF on exterior, 2 SF per interior room or 10% of a small component.
2. When the Federal Rehabilitation Assistance is \$5,001 to \$25,000 per unit:
 - a. The contractor shall perform interim controls, in accordance with Sec. 35.1330, of all identified or presumed lead-based paint hazards.
 - b. The contractor shall implement safe work practices during rehabilitation work in accordance with Sec. 35.1350, and repair any paint that is disturbed.
 - c. The entire unit shall pass a clearance examination in accordance with Sec. 35.1340.
3. When the Federal Rehabilitation Assistance is more than \$25,000 per unit:
 - a. The contractor shall abate all identified or presumed lead-based paint hazards in accordance with Sec. 35.1325.
 - b. The contractor shall implement safe work practices during rehabilitation work in accordance with Sec. 35.1350 and repair any paint that is disturbed.
 - c. The entire unit shall pass a clearance examination in accordance with Sec. 35.1340.

Location Total:

\$ 9800

Location: 2 - Exterior

Approx. Wall SF: 0

Ceiling/Floor SF: 0

Spec #	Spec	Quantity	Units	Unit Price	Total Price
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Trade: 6 Concrete & Paving

905 CONCRETE SLAB--PITCHED

75.00 SF

2560

Break up deteriorated slab section. Grade and compact soil to 95%. Apply a bonding agent per manufacturers specs on exposed concrete. Pour a 4", 2200 psi concrete slab to match elevation of surrounding slab. Float and steel trowel finish. RIGHT SIDE OF HOUSE NEAR FRONT CORNER.

Trade: 10 Carpentry

3085 DOOR--WEATHERSTRIP

1.00 EA

200

Weatherstrip wood entrance door with anodized aluminum spring, neoprene stop bead, and a vinyl door sweep, to eliminate infiltration at a wind speed of 15 mph.

SIDE ENTRY DOOR.

3525 GUARD RAIL--WOOD

12.00 LF

800

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 4" on center. Create a 3'6" high railing between 4"x 4" end posts.

SIDE PORCH

Trade: 15 Roofing

4546 EPDM--FULLY ADHERED

4.00 SQ

4000

Clean all loose materials off of roof. Install manufacturers approved underlayment board. Install a 60 mil EPDM single ply

Address: 154 Florence Street

Unit: Unit 01

Location: 2 - Exterior

Approx. Wall SF: 0

Ceiling/Floor SF: 0

Spec #	Spec	Quantity	Units	Unit Price	Total Price
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Trade: 15 Roofing

membrane with adhesive per manufacturer's specs. All membrane flashing, metal flashings and counter flash cones, as well as installation procedure to follow manufacturer's specs. Furnish Owner w/20 year labor and materials warranty.

LOW SLOPING ROOFS AND REAR OF HOUSE ABOVE KITCHEN AND BATHROOM.

4635	GUTTER--5" SEAMLESS ALUMINUM	24.00	LF		1200
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Dispose of gutter. Install 5", K- type, seamless, .027 gauge aluminum gutter to service roof. White or brown color choice by owner.
REAR LEFT SIDE OF HOUSE NEAR SIDE PORCH.

4640	DOWNSPOUT--5" SEAMLESS ALUMINUM	10.00	LF		500
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Dispose of existing downspout. Install 5", square, seamless, .027 gauge, white, aluminum downspout. Strap at least 3' on center.
REAR LEFT SIDE OF HOUSE NEAR SIDE PORCH.

Location Total: 9200

Location: 3 - Basement

Approx. Wall SF: 0

Ceiling/Floor SF: 0

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

2080	ASBESTOS PIPE INSUL-ENCAPSULATE	75.00	LF		3200
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Encapsulate asbestos pipe or duct covering with approved sealants per EPA requirements.
CRAWLSPACE AREA.

Trade: 21 HVAC

6401	**HVAC MISCELLANEOUS**	1.00	AL		500
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Have gas boiler serviced and cleaned. The service should include checking: Correct gas pressure and flow. Flue and combustion. A flue gas analyser will be used to make sure the boiler is burning the right mixture of gas and air. Also reseal vent pipe into chimney area.

Trade: 22 Plumbing

7051	**WATER HEATERS**	1.00	AL		200
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Reconnect vent pipe for water heater to top of tank correctly with the correct sized piping needed.

Trade: 24 Extermination

8335	EXTERMINATE RODENTS	1.00	DU		650
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Bait for rodents in areas inaccessible to children and pets. Inform owner of areas to seal to prevent future infestations.

Location Total: 4550

Location: 4 - Kitchen

Approx. Wall SF: 0

Ceiling/Floor SF: 0

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

3716	CABINET - WOOD BASE-PLYWOOD	7.00	LF		2500
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Remove & dispose off site all existing cabinets, counters, ledgers, etc. Install base cabinets constructed of solid hardwood face-frames, doors and draw fronts with 1/2" plywood carcasses & floors. Drawer boxes shall be plywood, joined using metal or plastic corner bracing. Install "D" shaped pulls on all doors and drawers even when finger grooves exist. 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.

Address: 154 Florence 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: 10 Carpentry

SINK BASE AND BASE CABINET ON SIDE OF STOVE AREA.

3747	REPLACE COUNTER TOP--PLASTIC LAMINATE	7.00	LF		<u>850</u>
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Dispose of existing counter top. Field measure for sizing. All particleboard and MDF components must comply with California 93120 (formaldehyde content) or all exposed edges must be sealed with a low-VOC sealant. Screw to base cabinet a square edged plastic laminate counter top. Provide end-caps and cutout for sink. Caulk countertop to adjoining walls with low VOC caulking to match wall color. Owner's choice of in-stock color and texture.

Trade: 22 Plumbing

6835	SINK--DOUBLE BOWL COMPLETE	1.00	EA		<u>860</u>
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Install a 22 gauge 33" x 22" x 7" double bowl, stainless steel, self rimming kitchen sink including a steel, metal body faucet, rated at 2.0 GPM or less, with a 15 year drip-free warranty, grease trap, supply lines, full port ball type shut-off valves & escutcheon plates on all supply & drain lines. Re-install existing garbage disposal unit. NOTE: All copper is to be soldered (no compression fittings) & all PVC fittings glued.

Trade: 23 Electric

7560	GFI RECEPTACLE REPAIR	1.00	EA		<u>250</u>
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Repair GFCI receptacle with open ground connection near kitchen sink.

Location Total:

1400

Location: 5 - Bathroom

Approx. Wall SF: 0

Ceiling/Floor SF: 0

Spec #	Spec	Quantity	Units	Unit Price	Total Price
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Trade: 17 Drywall & Plaster

5245	DRYWALL--LAMINATE WATER RESIST	15.00	SF		<u>450</u>
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Hang 1/2" water resistant drywall over existing surface with screws 8" on center and 3/8" adhesive beads 16" on center. Remove top molding from 3-piece base. Butt drywall to door and window casing. Tape, 3 coat finish, and sand ready for paint. Install 3/8" ogee or shoe molding. Prime and apply 2 coats of flat latex paint.

CEILING IN SHOWER AREA ABOVE TUB.

Location Total:

1450

Location: 6 - Interior

Approx. Wall SF: 0

Ceiling/Floor SF: 0

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

2980	WINDOW--VINYL DBL HNG DBL GLZ	12.00	EA		<u>4600</u>
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Field measure and install a PVC, 1 over 1, double hung, double glazed, argon filled Low E window that meets the ENERGY STAR standards for this climate for U value and SHGC. Include 1/2 screen. Wrap exterior jamb and sill with .027" aluminum coil stock back caulked and nailed 6" on center.

ALL BEDROOMS, LIVING AND BATHROOM.

Trade: 23 Electric

7430	CERTIFY ELECTRIC DISTRIBUTION	1.00	AL		<u>2500</u>
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Electrician shall inspect all exposed wiring, motors, fixtures and devices for malfunction, shorts and housing code compliance. Non-functioning and dangerous equipment and wiring shall be replaced with Romex wire, ivory devices and fixtures, with \$20 per fixture allowance. The service panel shall conform to the BOCA Existing Structures code. Replace all missing knockouts inside panel box. and install jumper ground on water meter.

Address: 154 Florence Street

Unit: Unit 01

Location: 6 - Interior

Approx. Wall SF: 0

Ceiling/Floor SF: 0

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

Trade: 23 Electric

THE MAJORITY OF OUTLETS ARE 3 PRONG OPEN GROUND/REVERSED POLARITY OUTLETS. REPAIR/REPLACE AS NEEDED.

Location Total:

7100

Unit Total for 154 Florence Street, Unit Unit 01:

\$35,200

Address Grand Total for 154 Florence Street:

Bidder: _____

Alfred Shattelroe

142 Chicopee Street
Granby, MA 01033
Phone (413) 237-3266

STATEMENT

DATE: MARCH 14, 2019

TO:
David Arriaga
154 Florence St
Springfield, MA

LEAD ABATEMENT DESCRIPTION	AMOUNT
<p style="text-align: center;"><u>Exterior abatement</u></p> <p>Make all upper trim intact or cover with Aluminum coil for compliance. Make A-porch loose ceiling, door casing and threshold intact or cover for compliance.</p>	<p>\$3,000.00</p>
<p style="text-align: center;"><u>Interior Abatement</u></p> <p>Scrape all friction components on positive door and door jambs to bare for compliance. Scrape/replace all positive window sills for compliance. Make all positive loose baseboards intact for compliance. Make all loose positive walls and ceiling intact for compliance.</p>	<p>\$3,500.00</p>
<p>Replace or cover positive stair treads with carpeting for compliance. Make intact or cover positive stair risers with carpeting for compliance. Make positive balusters, floor edge and stringers intact for compliance.</p>	<p>\$3,000.00</p>
<p>TOTAL</p>	<p><u>\$9500.00</u></p>

Exhibit C MORTGAGE

City of Springfield Healthy Homes Rehabilitation Program

THIS MORTGAGE is made as of ^{May}~~XXXX~~ 7, 2019, between David Arriaga, whose address is 154 Florence 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 ^{May}~~XXXX~~ 7, 2019 in the sum of \$36,938.31 (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 154 Florence 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 9/26/2018. The Borrower is responsible for making the improvements, and the City shall only make payment of Principal for such improvements as it inspects and verifies that the improvements have been completed.
2. **Conditions of the Loan.**
 - a. **Due Upon Sale or Transfer.** If the Borrower sells or transfers the Mortgaged Property before the final maturity date, the amount of the loan still owing at the time of sale or transfer will be immediately due and payable to the City.
 - b. **Owner Occupancy.** If the Borrower is an owner-occupant at the time this loan is entered into, the Borrower must continue to live in the Mortgaged Property as his/her principal place of residence during the term of the loan.
 - c. **Rental Unit Affordability.** If the Borrower (including a Borrower who lives in one unit of a multi-unit property) rents out units in the Mortgaged Property to others, the Borrower must rent all units in the Mortgaged Property to

households with income at or below 80% of the area median 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.

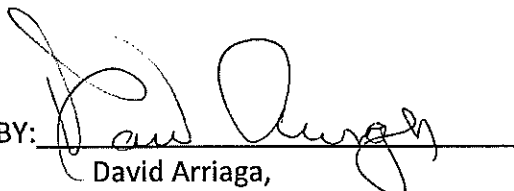
17. **Waiver of Homestead Exemption.** The Borrower hereby waives the benefit of all homestead exemptions, as to the debt secured by this Mortgage and as to any expenditure for insurance, taxes, levies, assessments, dues or charges incurred by the City pursuant to any provision of this Mortgage.

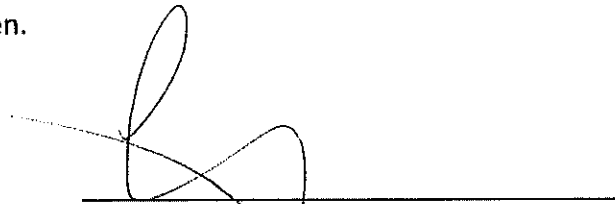
18. **City Right to Nonjudicial Foreclosure.** This Mortgage is upon the **STATUTORY CONDITION**, for any breach of which, or for breach of any of the aforementioned provisions or conditions, the City may declare all sums secured hereby immediately due and payable, and the City shall have the **STATUTORY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


Witness Cornelius W. Phillips

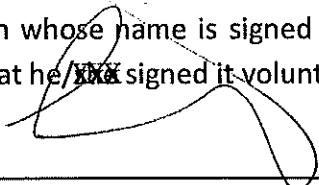
Commonwealth of Massachusetts

Hampden, ss

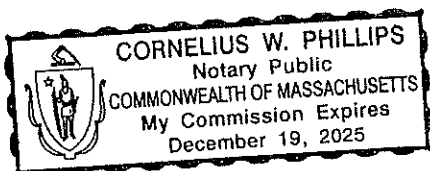
May 7, 2019

~~XXXX~~

On May 7, 2019, before me, the undersigned notary public, personally appeared, David Arriaga proved to me through satisfactory evidence of identification, which was MA driver's license, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/~~she~~ signed it voluntarily for its stated purpose.



(Official signature and seal of notary).



Notary Public: Cornelius W. Phillips
My Commission Expires: 12/19/2025

The note secured by this Mortgage has:

A principal sum of \$36,938.31

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

The sum of \$36,938.31 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: **154 Florence Street, Springfield, MA 01105**

1. BORROWERS' PROMISE TO PAY

In return for a loan that I have received, I, David Arriaga ("Borrower"), promise to pay \$36,938.31 (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.

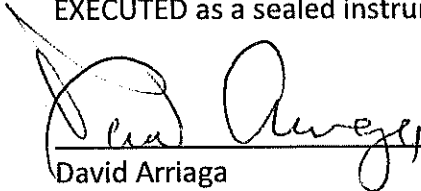
Owner Occupancy. If the Borrower is an owner-occupant at the time this loan is entered into, and the Borrower ceases to live in the Mortgaged Property as his/her principal place of residence during the term of the loan, the City may, at its option, require immediate payment in full of all sums secured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

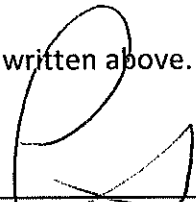
If the City exercises its option to require immediate payment of the balance of funds secured by the Mortgage, the City shall give Borrower notice of acceleration. This notice shall provide a

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.



David Arriaga
Borrower



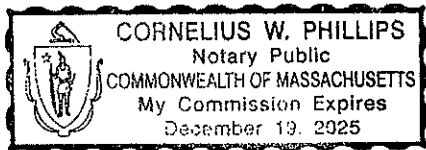
Witness Cornelius W. Phillips

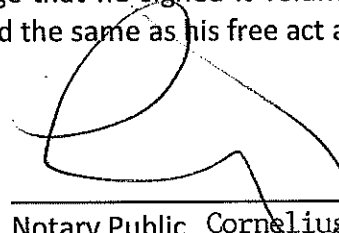
Witness

COMMONWEALTH OF MASSACHUSETTS

HAMPDEN, SS

On this 7th day of May, 2019, before me, the undersigned Notary Public, personally appeared the above-named David Arriaga, proved to me through satisfactory evidence of identification, which was MA driver's license, to be the person whose name is signed on the preceding or attached document, and acknowledged that he signed it voluntarily for its stated purpose, and acknowledged to me that he executed the same as his free act and deed.





Notary Public Cornelius W. Phillips
My Commission Expires: 12/19/2025

Bk 22662 Pg 457 #24584
05-13-2019 @ 03:56P

MORTGAGE

City of Springfield Healthy Homes Rehabilitation Program

THIS MORTGAGE is made as of ~~XXXX~~^{May} 7, 2019, between David Arriaga, whose address is 154 Florence 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 ~~XXXX~~^{May} 7, 2019 in the sum of \$36,938.31 (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 154 Florence 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 9/26/2018. The Borrower is responsible for making the improvements, and the City shall only make payment of Principal for such improvements as it inspects and verifies that the improvements have been completed.
2. **Conditions of the Loan.**
 - a. **Due Upon Sale or Transfer.** If the Borrower sells or transfers the Mortgaged Property before the final maturity date, the amount of the loan still owing at the time of sale or transfer will be immediately due and payable to the City.
 - b. **Owner Occupancy.** If the Borrower is an owner-occupant at the time this loan is entered into, the Borrower must continue to live in the Mortgaged Property as his/her principal place of residence during the term of the loan.
 - c. **Rental Unit Affordability.** If the Borrower (including a Borrower who lives in one unit of a multi-unit property) rents out units in the Mortgaged Property to

Bk 22662 Pg458 #24584

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.
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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.

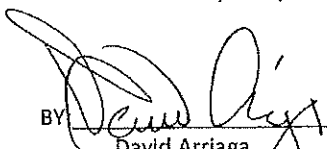
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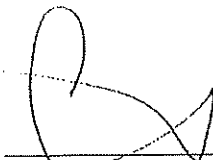
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19. **Joint and several liability.** If the Borrower, as defined herein, consists of two or more parties, this Mortgage shall constitute a grant and mortgage by all of them jointly and severally, and they shall be obligated jointly and severally under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

 _____
Witness Cornelius W. Phillips

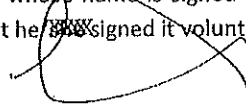
Commonwealth of Massachusetts

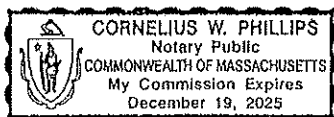
Hampden, ss

May 7, 2019

~~XXXX~~

On May 7, 2019, before me, the undersigned notary public, personally appeared, David Arriaga proved to me through satisfactory evidence of identification, which was MA driver's license, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he ~~has~~ signed it voluntarily for its stated purpose.

 _____ (Official signature and seal of notary).



Notary Public: Cornelius W. Phillips
My Commission Expires: 12/19/2025

The note secured by this Mortgage has:

A principal sum of \$36,938.31

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

The sum of \$36,938.31 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: 154 Florence Street, Springfield, MA 01105

1. BORROWERS' PROMISE TO PAY

In return for a loan that I have received, I, David Arriaga ("Borrower"), promise to pay \$36,938.31 (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.

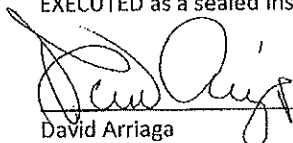
Rental Unit Affordability. If the Borrower (including a Borrower who lives in one unit of a multi-unit property) rents out units in the Mortgaged Property to others, and the Borrower rents units to households with income above 80% area median income, the City may, at its option, require immediate payment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

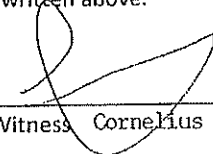
Bk 22662 Pg467 #24584

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.



David Arriaga
Borrower



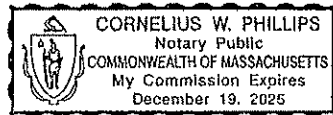
Witness Cornelius W. Phillips

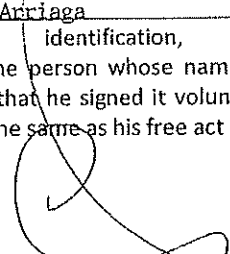
Witness

COMMONWEALTH OF MASSACHUSETTS

HAMPDEN, SS

On this 7th day of May, 20 19, before me, the undersigned Notary Public, personally appeared the above-named David Arriaga, proved to me through satisfactory evidence of identification, which was MA driver's license, to be the person whose name is signed on the preceding or attached document, and acknowledge that he signed it voluntarily for its stated purpose, and acknowledged to me that he executed the same as his free act and deed.





Notary Public Cornelius W. Phillips
My Commission Expires: 12/19/2025

Bk 22662 Pg468 #24584

SCHEDULE B
PROPERTY DESCRIPTION

The land with the buildings thereon located at 154 Florence Street, Springfield, Hampden County, Massachusetts and more particularly bounded and described as follows:

Certain real estate situate in Springfield, in the County of Hampden, bounded and described as follows:

Being known and designated as Lot No. 21 as shown on plan of lots recorded in Hampden County Registry of Deeds in Book 248, Page 605, said real estate being more particularly bounded and described as follows:

SOUTHERLY by Florence Street, fifty (50) feet;

WESTERLY by Hancock Street, seventy-two (72) feet;

NORTHERLY by Lot No. 22, as shown on said plan, fifty (50) feet; and

EASTERLY by Lot No. 20, as shown on said plan, seventy-two (72) feet.

Being the same premises conveyed to the grantor herein by deed dated February 8, 2005 and recorded in the Hampden County Registry of Deeds in Book 14812, Page 554.

CHERYL A. COAKLEY-RIVERA, ESQ.
HAMPDEN COUNTY REGISTRY OF DEEDS

Exhibit D
PROMISSORY NOTE

May 7, 2019
Springfield, Massachusetts

Property Address: 154 Florence Street, Springfield, MA 01105

1. BORROWERS' PROMISE TO PAY

In return for a loan that I have received, I, **David Arriaga** ("Borrower"), promise to pay \$36,938.31 (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.

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6. BORROWER DEFAULT

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

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

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

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

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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.

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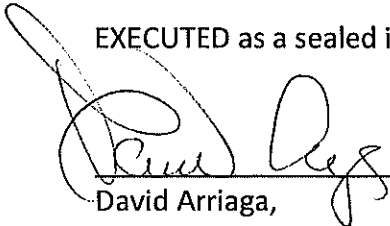
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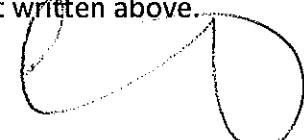
Rental Unit Affordability. If the Borrower (including a Borrower who lives in one unit of a multi-unit property) rents out units in the Mortgaged Property to others, and the Borrower rents units to households with income above 80% area median income, the City may, at its option, require immediate payment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



David Arriaga,
Borrower



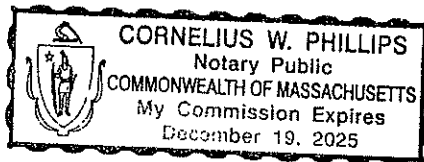
Witness Cornelius W. Phillips

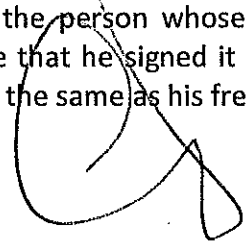
Witness

COMMONWEALTH OF MASSACHUSETTS

HAMPDEN, SS

On this 7th day of May, 2019, before me, the undersigned Notary Public, personally appeared the above-named David Arriaga, proved to me through satisfactory evidence of identification, which was MA driver's license, to be the person whose name is signed on the preceding or attached document, and acknowledge that he signed it voluntarily for its stated purpose, and acknowledged to me that he executed the same as his free act and deed.





Notary Public Cornelius W. Phillips
My Commission Expires: 12/19/2025

SCHEDULE B
PROPERTY DESCRIPTION

The land with the buildings thereon located at 154 Florence Street, Springfield, Hampden County, Massachusetts and more particularly bounded and described as follows:

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EASTERLY by Lot No. 20, as shown on said plan, seventy-two (72) feet.

Being the same premises conveyed to the grantor herein by deed dated February 8, 2005 and recorded in the Hampden County Registry of Deeds in Book 14812, Page 554.

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).