SPRINGFIELD COMMUNITY PRESERVATION FULL APPLICATION COVER SHEET

I. PROJECT INFORMATION	
CPA program area - check all that apply:	
■ community housing □ historic preservation □ open space □ recreation	
Project/Program Title: 332 Bay Street, Springfield affordable homeownership	
Brief Project/Program Summary: Redevelopment of vacant lot at 332 Bay Street, Springfield. Construction of single family afford home for family earning below 60% of area median income.	able
estimated start date: 4/1/2021 estimated completion date: 3/30/2022	
II. APPLICANT INFORMATION	
Type of Applicant - check one:	
☐ City of Springfield ☐ Non-Profit Organization ☐ For-Profit Business ☐ Individual	
Name of Organization: Greater Springfield Habitat for Humanity	
Name of Contact Person: Aimee Giroux	
Mailing Address: 268 Cold Spring Avenue	
Mailing City/State/Zip: West Springfield MA 01089	
Phone: 413-739-5503 Fax: 413-739-4825	
Email: giroux@habitatspringfield.org	
Website: www.habitatspringfield.org	
III. BUDGET SUMMARY	
Estimated Project Budget: 183,900	
CPA Funding Request: 50,000	
Will you be seeking multi-year funding Yes No	
CPA Request as Percentage of Total Project/Program Budget: 27%	
List Other Secured Funding Sources: CXS, Bank of America, Peoples United Community Foundation	
List Other Prospective Funding Sources: Citizens Bank Putnam Tech Fund	
Applicant Signature: American Response	,

GENERAL INFORMATION

- A. All Categories that involve property (land and/or buildings)
 - 1. Provide the parcel ID number(s) for property included in the project
 - 0 N S Bay Street Springfield MA parcel ID 010850069
 - 2. Does the applicant own the property?

Yes, this property is owned by Greater Springfield Habitat for Humanity. As is evident by Quick Claim Deed recorded May 15, 2015 Book 20704 page 194 in the Hampden County Registry of Deeds.

3. If the applicant does not own the property, attach a purchase & sale agreement for the property.

N/A

- B. Community Housing Questions: Housing projects will have to provide an affordability restriction for a percentage of the project unit, based on the percentage of CPA assistance in the overall budget.
 - 1. What income levels will be the primary target of the project?

Greater Springfield Habitat for Humanity (GSHFH) provides homeownership opportunities to families that live or work in Hampden County earning between 35%-60% of the median income. All applicants must be first time homebuyers.

2. How will a determination of income-eligibility be made?

All homeownership applicants must provide 2 years of federal tax returns, 12 weeks of pay stubs, 3 months of bank statements (checking & savings), and documentation of any other income received such as social security benefits, alimony, retirement, pension or unemployment.

Applicants must agree to have a credit report completed to determine their overall debt to income ratio, which cannot exceed 43% and their housing debt ratio which cannot exceed 29%, to meet the underwriting requirements to receive a mortgage for the purchase of the home.

3. What marketing will be done to make this program known to the public?

Family selection for 332 Bay Street has already been completed. Family selection is completed prior to the project start date so that the family has enough opportunity to complete their sweat requirements working on their home.

The family that has been selected for the 332 Bay Street, is a single mom with 2 small children her annual income is 58% of the median income based on 2020 HUD income levels for Hampden County. Her overall debt to income is at 40% and her projected housing ratio is 21%. Which fall within our program guidelines. She is currently lives and works in Springfield.

GSHFH follows a HUD approved marketing plan for family selection. (Included under additional attachments).

GSHFH uses every current construction project as a marketing tool for future projects. We regularly post project progress, volunteer support, and project sponsors on our social media sites, along with ways that families can apply for homeownership. We also have signage on the site during construction with our contact information for how to apply and volunteer.

II. NARRATIVE

A. Project Summary

GSHFH is beginning the second stage of redevelopment of 332 Bay Street. The first stage was the demolition of a condemned home on the property which was completed in 2016. We are now in the second stage which will be the construction of an affordable single family 3 bedroom home on the cleared site, to be sold to a family earning between 35%-60% of the area median income level.

B. Proposal Description

1. Describe the proposal and how it will benefit Springfield. (200 words or less)

The new home once constructed will provide a safe healthy home to a family in need of housing that would otherwise be unable to purchase a home through traditional methods. This project will also transform what was originally a blighted lot into a quality constructed home that will enhance the neighborhood and help preserve the image of Springfield as the City of Homes.

Additionally through partnerships with local schools and training programs it will provide a location for hands on learning experiences for students enrolled in trade field educational programs as they work on the construction of the home alongside GSHFH staff and community volunteers.

2. Identify what CPA criteria this proposal achieves and how they are accomplished.

The construction of an affordable home at 332 Bay Street, Springfield meets the criteria listed under Community Housing Priorities, by creating an affordable home on a vacant lot to be sold to an income eligible first time homeowner.

GSHFH will leverage our network of community partners, volunteers and supporters to build a safe, energy efficient, quality constructed home in fitting with the neighborhood's image. We will work with e selected homeowner family to provide them with financial management skills, and funding subsidies that will allow them to obtain an affordable mortgage loan for the purchase of the home.

3. Describe the need that this proposal will address.

This project will address the need of increased affordable housing options for lower income residents of Springfield that cannot obtain traditional mortgages for home purchases.

4. What is the expected outcome of this proposal?

Expected outcomes are:

Redevelopment of a vacant lot on Bay Street.

Construction of a single family affordable housing unit.

Income eligible partner family successfully completing program requirements allowing them to obtain an affordable mortgage to purchase new home.

Youth workforce development training in the construction trade fields for students at enrolled at Putnam Vocational and in other local training programs.

Engagement of community support through volunteerism during the construction process.

Increased program awareness to support future projects in Springfield and throughout Hampden County.

C. Feasibility and Sustainability

1. What other funding sources have been secured or are being pursued?

Additional funding for the project has been received from the following: CXS 10,000
Bank of America 5,000
Peoples United Community Foundation 5,000
Berkshire Bank 2,500
Individual donors and sponsors 10,000

In Kind Donations received:
Whirlpool 3,500 (appliances)
Columbia Gas 3,000 (boiler)
Valspar 1,500 (paint)
Levelor 1,200 (blinds)
Dow Corp 900 (sill plate insulation)
Ring Door Bell 100 (video doorbell)
Nest Thermostat 100 (wifi thermostat)

Pending Grants: Citizens Bank – 35,000 HFHI Direct Marketing - 10,000

Pledges:

50,000 Putnam Vocational Tech Fund -This project was originally ear marked to be a workforce development location for Putnam students in the construction, carpentry, electrical and HVAC programs. Unfortunately COVID-19 restrictions have not allowed for the students to return to outside locations as part of their shop studies. This funding will depend on the ability for students to return to offsite locations for their shop studies, during the 2021/2022 school year.

2. Once the proposal is complete how will it be sustained/maintained?

Upon completion of construction the home will be sold to the selected homeowner. It will become the responsibility of the homeowner to maintain the property after purchase. GSHFH provides a one year home warranty. Homeowners are required to complete 300-500 sweat equity hours on the construction site which teaches them basic repair skills. They also complete a home owner maintenance workshop prior to closing.

We also continue to stay in contact with the family and provide quarterly newsletters with home maintenance advice and additional assistance if requested.

3. Is there an operating pro forma for when the proposal is complete and what is the basis?

GSHFH considers the project complete once the home is sold to the homeowner after they have successfully completed all program requirements and been approved for a mortgage. The homeowner will be responsible for maintaining the home and any future upkeep of the property.

D. Application Experience

1. What similar projects/programs has the applicant successfully completed?

GSHFH has completed 67 affordable homeownership projects in Hampden County, 56 of these are in Springfield. Most recently we completed a project located at 101 Orchard Street, Springfield which was a partnership with Putnam Vocational, and 175 Bloomfield Street, Springfield which was a partnership with the Springfield Dept. of Housing utilizing our CHDO status to receive HOME funds. A similar home on James Street is scheduled for completion late March early April of 2021.

2. Describe the professional experience of the applicant/project team.

Aimee Giroux, Executive Director, has been with GSHFH since 2010 when she was hired as the affiliate's first bookkeeper moving into the roll of Director of Operations in 2012, Acting Executive Director in 2018 and her current roll in 2020. She oversees financial management including budgeting and audits, grant writing, reporting and compliance, employee HR, ReStore management. She is certified as a Mortgage Loan Originator NMLS #1758123 and oversees the underwriting of GSHFH partner family mortgages and their servicing. She has worked with the Cities of Springfield and Holyoke on various HUD, HOME and NSP funded projects. Prior to joining GSHFH, Aimee trained as a chef at New England Culinary Institute, working in many restaurants in MA, VT and ME and was the owner of her own catering company. She enjoys providing GSHFH volunteers with homemade lunch and treats willing they are working on our build sites. She was also the co-owner of A & H Transportation from 2001-2010, managing the company's finances, HR and DOT compliance requirements.

Deborah Roy O'Mara, Homeowner Services Manager, began her career with GSHFH in January 2019, after years of working as a volunteer with Old Colony Habitat for Humanity in Attleboro, MA as a member of their family services committee. Debbie is responsible for family selection and support activities for Habitat's homeownership & home preservation programs. She grew up in Simsbury CT. After graduating from Skidmore College in upstate New York, she worked for Aetna Life Insurance Company as an Employee Benefits Representative and Account Manager in Hartford, San Francisco, and Fairfield County, CT. In 1991, Debbie married Jim O'Mara and together they have two children: Terrence (26) and Allison (23). The family has lived in Fairfield, CT, Mahopac, NY, Mansfield, MA and today they reside in Ware, MA. While her children were growing up, Debbie was a stay-at-home mom and a part time employee for a few area small businesses in addition to working as the bookkeeper for her husband's golf shop retail business and volunteering in her community.

Brandice "Brandy" J. O'Brien, Marketing and Communications Manager, came to us in September 2020. She oversees all things marketing and communications

for our organization, including the redesign and maintenance of the website, social media platforms, newsletters, blogs, printed collateral, advertising, and interacting with the local media.

Brandy comes to us from VIABILITY, a Massachusetts-based nonprofit that helps individuals with disabilities get the resources they need. Prior to VIABILITY, she worked for Bristol Hospital in Bristol, Connecticut, and for her friend's start-up artisanal hard cider company, Pony Shack Cider, managing all things communications. It's where she got her Marketing and Communications start, after branching away from journalism, a career field she spent nearly 20 years in. In her free time, Brandy blogs for fun and is on the leadership team for a grassroots insulin advocacy group, Connecticut #insulin4all.

John O'Farrell, Fundraising & Volunteer Coordinator joined our Staff in August 2020. With over 25 years of experience in the non-profit arena, John has an extensive skill set and successful background in campaign fundraising management, volunteer leadership & recruitment and building strong community partnerships that help to strengthen our ability to deliver critical programs and services throughout the communities we serve.

Previously, John was the Director of Development for the Windham County Humane Society in Brattleboro, VT, where he coordinated three special events on an annual basis, developed direct mail appeal campaigns and provided guidance and leadership to the organization's capital campaign efforts.

Sheri Green, Construction Manager joined the GSHFH staff in October of 2019. Prior to becoming a staff member, Sheri was a longtime volunteer and site supervisor for GSHFH Women Build projects. Her construction career has spanned 19 years and has included both residential and commercial construction. She has extensive management experience in the construction and materials management industries. Sheri is licensed by the state of Massachusetts as a Construction Supervisor.

III. TIMELINE

Timeline dates from March 2021 forward are estimated and are subject to funding being received and availability of volunteer construction support which may be impacted by COVID restrictions.

July 2020- September 2020

- Homeowner selection began
- Plot plan completed and lot staked for excavation
- Funding Sources Developed and requests for funding begin

December 2020

- Homeowner selected and project announced at virtual event to help raise awareness of funding need
- Receive funding from CXS and Bank of America

January 2021

- Home plan selected
- Construction schedule created
- Attended McKnight Neighborhood council meeting
- Homeowner begins sweat equity on GSHFH construction projects

February 2021

Attend CPA Application Workshop

March 2021

- · Permitting process completed
- Excavation begins
- Foundation poured and inspection passed

April 2021

- Community volunteer opportunities become available
- Framing begins

June 2021

- Rough construction completed framing inspection passed
- Rough electrical and plumbing completed and inspection passed
- Doors and windows installed
- Siding installation begins

July/August 2021

- Insulation completed and inspection passed
- Drywall installed
- Homeowner continues to work on sweat equity requirements

September 2021 – January 2022

- Interior finishes begin
 - Painting
 - Flooring installation

- o Cabinet and countertop installation
- Finish plumbing
- Finish electrical
- o Interior doors hung
- o Bathroom vanities and accessories installed
- Exterior
 - Landscaping completed
 - o Driveway installed
 - Walkway installed
- Homeowner completes first time homeowner education and financial literacy requirements
- Putnam Students allowed to work on build site

February 2022

- Final inspections completed
 - Electrical
 - Plumbing
 - o HERS
 - o Fire
- Certificate of Occupancy received
- Homeowner completes sweat equity requirements

March 2022

- Home dedication celebration planned and held-community invited
- Homeowner obtains approval of financing to purchase home closing date set

April 2022

- Transfer of ownership to homeowner completed
- Project completed

IV. BUDGET

332 Bay Street Project Budget	Estimated Costs *	Funding Sources	Secured In- Kind Donations
Utility Hookups Water/Sewer/Gas	7,500.00		
Demolition/Clearing	200.00		
Excavation/Backfill	8,000.00		*
Finish Grading/Paving	2,500.00		
Landscaping	1,500.00		
Fencing	1,200.00		-
Miscellaneous site work	800.00		
Concrete- Sidewalk/Aprons	5,000.00		
Concrete-Structural	17,000.00		
Framing/Rough Construction	24,000.00		-
Roofing	4,500.00		-
Siding/Gutters	7,500.00		
Weatherization/Thermal Control	9,000.00	Sill Plate Insulation DOW & Nest Thermostats	1,000.00
Doors	3,000.00		
Windows	3,000.00		-
Drywall	8,500.00	1	-
Flooring	3,500.00		-
Finish Carpentry	3,500.00	Blinds Levelor	1,200.00
Paint	1,500.00	paint Valspar	1,500.00
Kitchen Countertops/Cabinets		pariit vaispai	1,300.00
	3,600.00		-
Bathroom Vanities	800.00	Din = Dans Ball	100.00
Finish Hardware	800.00	Ring Door Bell	100.00
Accessed to		Kitchen Appliance	2 500 00
Appliances	3,500.00	Whirlpool	3,500.00
Plumbing	12,000.00	Navien Boiler Columbia Gas	3,000.00
Electrical	11,000.00		
Total Construction	143,400.00		10,300.00
Non-Construction Cost			
Architectural/Engineering	1,500.00		
Permits/City Fees/Taxes	2,500.00		
Dumpsters/Storage/Toilets	4,000.00		
Legal Closing Cost	2,500.00		
Construction Site Supervision	30,000.00		
Total Non-Construction Costs	40,500.00		
Total Bay Street Project Costs*	183,900.00	* All amounts listed are	
Total Bay Street Project Costs	183,900.00	projects completed with of similar size and scope	. L
Total in Kind Donations	10,300.00	** See funding break ou	
Total Corp Donation secured **	32,500.00	Section II Narrative, Par	
Sub Total Funding Still Needed	141,100.00	*** CPA funds would be	
Pledged Support - unsecured **	50,000.00	funding to cover genera expenses and materials	
Pending Grants - unsecured **	45,000.00	expenses and materials	
CPA Funds -unsecured ***	50,000.00		1
1.00 700-000	(3,900.00)		

V. ATTACHMENTS

- A. Revenue Sources- Commitment Funding DocumentationCXS

 - Bank of America
 Peoples United Community Foundation
 Berkshire Bank
 Individual donations

 - Contract City of Springfield/Putnam Tech Fund



11/25/2020

Greater Springfield Habitat for Humanity, Inc. 268 COLD SPRING AVE W SPRINGFIELD, MA 01089–3465

RE: Home Preservation and Affordable Housing

Request ID: 65030541

Dear Greater Springfield Habitat for Humanity, Inc.,

We are pleased to inform you that a grant from CSX Transportation has been approved for your organization in the amount of \$20,500.00.

By endorsing and depositing the attached check, you warrant that there has been no change in your IRS tax classification as an organization described under the IRS Code Section 501(c)(3), that these funds will be used for tax deductible purposes and that no benefits have been, or will be, received by CSX or any of its subsidiaries or employees unless otherwise specified in your request.

CSX Transportation is pleased to be among your current supporters and wishes you the best in the good work that you do. Please reach out to our support team at csxsupport@cybergrants.com if you require any assistance.

Sincerely,

John Kitchens CSX Corporate Citizenship



JPMORGAN CHASE BANK, NA. Detroit, MI 9-32 720 2430646

CSX Transportation 500 Water Street, C420 Jacksonville, FL 32202

VOID AFTER 180 DAYS

Check Date 11/25/2020

\$20,500.00

PAY

Twenty Thousand Five Hundred and xx/100 Dollars

PAY TO THE ORDER OF

Greater Springfield Habitat for Humanity, Inc. 268 COLD SPRING AVE

W SPRINGFIELD, MA 01089-3465

Sen Perg

AUTHORIZED SIGNATURE

From:

Rosenbaum, Whitney

To: Cc: Almee Giroux Sutherland, Erin R

Subject:

Bank of America Charitable Foundation Grant Notification -- Greater Springfield Habitat for Humanity

Date:

Friday, September 18, 2020 3:49:58 PM

Attachments:

BofA Horizontal Color EPS.EPS BofA Horizontal Color.png

Dear Aimee,

On behalf of the Bank of America Charitable Foundation, we are pleased to inform you that your grant application has been approved in the amount of \$15,000. We are incredibly proud to partner with your organization and commend you and your team for all that you do.

Please note you will receive the funding in two separate streams. The first portion of \$10,000.00 from our foundation will be sent by direct wire transfer through Automated Clearing House (ACH). You should expect to receive this payment within 10 business days and funds transferred will be reflected as "Bank of America CashGrants" in your account. If the funds do not appear in your account within a week, please contact us via email. The second portion of \$5,000 will be paid from Habitat for Humanity International following Habitat's standard processes to ensure the affiliate is in good standing.

We'd love for you to share the news via your communications channels – especially your social media pages! To simplify, we have included our handles to Twitter, Instagram and Facebook below. When you do post, please do share the information with us so our social media teams can amplify. If you need assistance with this, please don't hesitate to let us know!

Twitter: @BankofAmerica Instagram: @bankofamerica Facebook: Bank of America Hashtag: #BofAGrants

Thank you for your commitment to our community – we appreciate your partnership.

Whitney

Whitney Rosenbaum
Vice President, Community Relations Manager
Local Market Organization
Bank of America
100 Federal Street, MA5-100-12-09, Boston, MA 02110
whitney.rosenbaum@bofa.com | 617-434-9517

This message, and any attachments, is for the intended recipient(s) only, may contain information that is privileged, confidential and/or proprietary and subject to important terms and conditions available at http://www.bankofamerica.com/emaildisclaimer. If you are not the intended recipient, please delete this message.



11/5/2020

Greater Springfield Habitat for Humanity Attn: Aimee Giroux 268 Cold Spring Avenue West Springfield, MA 01089

Dear Friends:

On behalf of the People's United Community Foundation and its Board of Directors, I am pleased to enclose a check in the amount of \$5,000.00 to Greater Springfield Habitat for Humanity for the following purpose: Youth Volunteer And Workforce Development Initiative. We are happy to support the important work you are doing, and wish you continued success in your efforts.

This grant is subject to the terms set forth in the People's United Community Foundation Grant Terms and Conditions. As a reminder, we kindly ask that you please review and accept the terms by logging into your account at <u>portal.blackbaudoutcomes.com</u> within two weeks of receipt of the email notification. Please note, by providing an electronic signature and cashing the grant check, the Grantee indicates its agreement to these terms.

We extend our best wishes to your organization and look forward to hearing about the success of your work and the positive impact on those you serve.

Sincerely,

Karen Galbo
Executive Director

From: To: Berkshire Bank Foundation giroux@habitatspringfield.org

Subject:

Berkshire Bank Foundation Funding Request

Date:

Friday, February 12, 2021 1:42:49 PM

February 12, 2021

Ms. Aimee Giroux Executive Director Greater Springfield Habitat for Humanity 268 Cold Spring Avenue West Springfield, MA 01089

Dear Ms. Giroux,

Thank you for your application for funding from Berkshire Bank Foundation. Our Grants Committee and staff have reviewed your request to support Affordable Homeownership - 332 Bay Street Springfield. We are committed to supporting initiatives that work to close the wealth gap in communities served by Berkshire Bank. Your request aligns well with our focus areas, and we're pleased to inform you that we have approved a grant of \$2,500.00 to support your efforts. A payment in that amount will be forthcoming.

Please note that any recognition of this gift should be in the name of Berkshire Bank. Feel free to share news of this grant with your constituents through your communication vehicles especially social media. Be sure to follow/tag us @BerkshireBank.

We stay actively involved and want to remain connected throughout the year, so we encourage you to keep us informed of your activities and progress. We look forward to finding additional ways to partner.

On behalf of Berkshire Bank and Berkshire Bank Foundation, please accept our appreciation for all of your work and dedication to our community. We wish you all the best for continued success.

Sincerely,

Berkshire Bank Foundation

P.S. In lieu of an acknowledgement letter, the best way to thank us is to invest those resources directly back into your mission. Berkshire Bank is dedicated to environmental sustainability, so please email any correspondence to foundation@berkshirebank.com.

Berkshire Bank – Life is exciting. Let us help. Be FIRST in Everything You Do www.berkshirebank.com www.facebook.com/berkshirebank



KEYES AND DONNELLAN, P.C.

ATTORNEYS AT LAW

Deborah A. Bloom Kevin C. Giordano Kathleen E. Sheehan Michael B. Doherty*

*Also Admitted in CT, NH and RI

293 Bridge Street, Suite 600 Springfield, Massachusetts 01103-1443 Telephone (413) 781-6540 Facsimile (413) 739-3502 Daniel M. Keyes, Jr. (1918-2012)

Edward L. Donnellan (1917-2002)

Deborah Bloom email dbloom@keyesanddonnellan.com

October 28, 2020

Greater Springfield Habitat for Humanity Attn: Aimee Giroux 268 Cold Spring Avenue West Springfield, MA 01089

Dear Ms. Giroux:

Enclosed herewith please find a check in the amount of \$5,000.00 given <u>anonymously</u> by one of my clients. This donation is to be used for the general charitable purposes of your organization pursuant to the donor's wishes.

For tax purposes, please acknowledge receipt of this anonymous gift to my office.

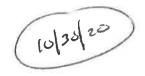
Very truly yours,

KEYES AND DONNELLAN, P.C.

Bloom cont

Deborah A. Bloom

DAB/dmt Enclosure



CITY CONTRACT NO: 20196269

EDUCATIONAL AFFILIATION AGREEMENT FOR ROGER L. PUTNAM VOCATIONAL TECHNICAL ACADEMY

Upon execution by all parties, THIS AGREEMENT shall be effective as of the date of execution by all parties, by and between the CITY OF SPRINGFIELD, a municipal corporation within the County of Hampden, Commonwealth of Massachusetts, with its principal offices at 36 Court Street, Springfield, Massachusetts 01103, acting by through the Superintendent of the Springfield Public Schools (hereinafter the "SPS"), with the approval of the Mayor (hereinafter the "City"), the Roger L. Putnam Technical Fund, Inc., a Massachusetts nonprofit corporation with an address at c/o Atty. David Shrair, 1380 Main Street, Springfield, MA 01103 (hereinafter the "the Fund"), and GREATER SPRINGFIELD HABITAT FOR HUMANITY, a Massachusetts nonprofit corporation, with mailing address of 268 Cold Spring Avenue, West Springfield, MA 01089 (hereinafter "GSHFH").

WHEREAS, the City, through its School Committee, offers a course of study dedicated to the trade of Carpentry at Roger L. Putnam Vocational Technical Academy (hereinafter referred to as "Putnam");

WHEREAS, GSHFH provides affordable homeownership opportunities for local residents, and builds numerous homes and initiates several new construction projects yearly in the City of Springfield which require laborers with construction knowledge and skills to assist with these projects;

WHEREAS, the SPS has educational programs at Putnam dedicated to carpentry, plumbing, electrical, and other construction trades, and wishes to enable its students to obtain experience in the actual building of structures, including the residential building projects proposed by GSHFH;

WHEREAS, GSHFH owns property in the City of Springfield, and desires to enter into a twoyear pilot program to provide Putnam students with experience in building two affordable homes in conjunction with GSHFH's homeownership program; and

WHEREAS, the Fund was created to support the vocational programs at Putnam, to seek and obtain public and private support of Putnam vocational programs by fund-raising, soliciting donations of money, machinery and equipment, to administer and distribute funds for the benefit of the programs, and for its members to serve as advisors to Putnam staff and students; and

WHEREAS, this Agreement is exempt from the provisions of the Uniform Procurement Act pursuant to Mass. Gen. Laws chapter 30B, sec. 1(b)(22);

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, the representatives of the parties, and the performance of each of the parties hereto of all the terms, provisions and mutual covenants hereinafter set forth, the parties to this Agreement mutually and agree as follows:

I. OBLIGATIONS OF THE PARTIES UNDER THE AGREEMENT

A. The City/SPS/Putnam, with assistance from the Fund, agrees to:

- 1. Assume and maintain the primary responsibility for the planning and execution of the Education Program for the Putnam students participating in these Projects, including programming, administration, and the requirement of content, faculty, appointments, faculty administration, the requirement for matriculation, promotion, and graduation. SPS will provide transportation to the Project sites and back to Putnam on scheduled field work days.
- 2. Putnam students will work at two (2) GSHFH residential construction project worksites, one during the 2018/2019 academic year, and one during the 2019/2020 academic year.
 - a. Year 1: During the first year of the program, from the date of execution by all parties through June 30, 2019, the worksite will be the lot located at 99 Orchard Street, Springfield, MA. Putnam students will work at the site during the 2018-2019 academic year, on days when school is in session and consistent with the SPS/Putnam academic calendar and curriculum, Monday through Friday, from 9:00 a.m. to 2:00 p.m. Putnam will provide lunch for the students, and lunch will occur when team breaks are taken.
 - b. Year 2: During the second year of the program, July 1, 2019 through June 30, 2020, the worksite will be at a site in the City of Springfield, at a location to be determined by GSHFH by June 15, 2019. Putnam students will work at the site during the 2019-2020 academic year, on days when school is in session and consistent with the SPS/Putnam academic calendar and curriculum, Monday through Friday, from 9:00 a.m. to 2:00 p.m. . Putnam will provide lunch for the students, and lunch will occur when team breaks are taken.
- 3. Provide GSHFH with the SPS/Putnam Academic Calendar for 2018/2019 and 2019/2020 school years, including holidays and vacations, and any other curriculum schedules impacting the Putnam students' availability to work on site, prior to the beginning of construction for each project.
- 4. Provide designated Putnam faculty who will be responsible for on-site Educational Program supervision at GSHFH work sites. Putnam students will *only* be supervised by designated Putnam teachers/faculty.
- 5. Request that all school faculty members designated as Educational Program Supervisors participate in the planning of meetings with GSHFH before the first assignment of students, and any subsequent student work assignments.
- 6. Assure GSHFH that students are academically qualified and are ready under the standards of Putnam to participate in the off-campus training.

- 7. Students and instructors shall respect, maintain and preserve the integrity of GSHFH worksites. This shall include:
 - Ensuring that the site is cleaned and maintain properly;

Disposing of trash in the proper receptacles;

Putnam should notify GSHFH when dumpster needs to be emptied;

The tree belt at the site must be kept clean & clear of construction debris:

- Any music played must be appropriate (no swears or inappropriate language) and kept at a respectable volume that does not create a nuisance to neighbors & the public

Materials and tools must be stored properly (GSHFH to provide storage)

- 8. Upon request of GSHFH, or in its own discretion, SPS/ Putnam agrees to withdraw any student from the site when the student's participation is not appropriate for reason of behavior, health, safety, performance of duties, or other reasonable and lawful causes.
- 9. SPS/Putnam agrees to follow and meet the GSHFH required build schedule timeline for the work to be done by Putnam students, and to accept GSHFH support as needed to ensure project completion in a timely manner.
- 10. SPS/Putnam agrees to make best efforts to complete its work on each project on a timely basis, so that GSHFH may obtain a Certificate of Occupancy by June 30, 2019 for House #1, and by June 30, 2020 for House #2. The responsibility to complete the projects on schedule will play a critical role in the learning process for the Putnam students, and will result in affordable housing opportunities for two local families in need.
- 11. <u>FUND DONATIONS</u>: The Fund agrees to make best efforts to raise One Hundred Thousand Dollars (\$100,000) to contribute to GSHFH toward the two (2) projects, specifically a goal of \$50,000 funding per project, for the costs of direct construction materials. The Fund will make best efforts to donate \$50,000 to GSHFH for each project according to the schedule set forth below, unless another schedule is mutually agreed upon between the Fund and GSHFH:

House #1 funding schedule:

25% payment by 10/15/18; 25% payment by 1/2/19; 25% payment by 3/15/19; Balance payment by 6/15/19

House #2 funding schedule:

25% payment by 10/15/19; 25% payment by 1/2/20; 25% payment by 3/15/20; Balance payment by 6/15/20 In the event the Fund is unable to raise all of the \$100,000 goal, such failure shall be without any liability to the Fund for the difference between the fundraising goal and the amount donated for each project. See Memorandum of Understanding between GSHFH and the Putnam Technical Fund attached hereto as Exhibit #1.

B. GSHFH Agrees to:

- 1. GSHFH agrees that it has and will apply for and receive at its sole expense, all necessary approval and permits to begin and complete work, i.e. building permit and subsequent inspections.
- 2. Present building plans for each work site. The plan for the Year 1 Project on the Orchard Street property will be GSHFH's standard two story, 3 bedroom, 1½ bath house plan. The plan for the Year 2 project, will be determined once the lot is selected. The 2nd project will either use the standard two story, 3 bedroom, 1.5 bath house plan or an alternate plan with a 4th bedroom and 2 full baths, depending lot size. Plans shall be reviewed by the Carpentry Staff at Putnam for their appropriateness for Putnam students to take part in in relation to the educational and vocational goals of this agreement.
- 3. GSHFH will oversee the purchase and the delivery of all building materials for the proposed structure and that such building materials will be delivered to the job site per agreed construction schedule.
- 4. GSHFH will oversee and coordinate all necessary subcontractors and make SPS/Putnam aware of any schedule changes due to subcontractor work or inspections. GSHFH and Putnam will work together to ensure that coordination of subcontracts, and students' abilities and schedules, can meet the project timelines and completion dates.
 - 5. Provide access to lavatory facilities for Putnam students and personnel.
- 6. Provide Putnam students and staff access to power in either the form of temporary electrical services or electrical generators if needed.
 - 7. Provide trash/garbage receptacles and coordinate the removal of waste as needed.
- 8. Provide for the safety and securing of any work site that Putnam students work on, including the posting of "NO TRESPASSING" signs on the site in conspicuous manner.
- 9. Offer orientation to faculty and students of Putnam on the facilities, policies and procedures of the GSHFH Organization.
- 10. Regularly scheduled check in meetings (weekly or bi-weekly) between GSHFH Construction Manager and SPS/Putnam Teachers & Construction Staff to ensure timely project progress.

- 11. To provide additional volunteer labor and supervision to the project, as needed / identified by both SPS/Putnam and GSHFH to ensure project on time completion.
- 12. GSHFH estimates the cost of the standard 2 story, 3 bedroom, 1 ½ bath house to be \$150,000; if the 2nd house uses the 2 story, 4 bedroom, 2 bath house plan the estimated cost is \$187,000. In both cases, GSHFH will cover the costs for construction and materials in excess of the donations of \$50,000 per house contributed by The Fund.
- 13. GSHFH will retain the rights to the property and adhere to our program requirements by selecting a financially qualified family and providing them a standard GSHFH affordable mortgage.

C. Mutual Covenants:

The following provisions are mutually agreed by GSHFH and SPS/Putnam:

- 1. Representatives of Putnam and GSHFH shall meet regularly (Must be at least Monthly) to discuss issues of mutual concern and to decide whether or not any changes are necessary in the Educational Program, Project schedules, or this Agreement. Any substantive changes to this Agreement must in writing and signed by all parties.
- 2. Putnam, students, and faculty are not compensated by GSHFH for their activities at the GSHFH site, and such students will be under the general supervision of the appropriate Putnam faculty member while they are participating.

D. SPS and Fund Liaisons:

- 1) For purposes of this Agreement, the **SPS** primary contact person from Putnam is **Mr. Joao Alves**, available at <u>alvesj@springfieldpublicschools.com</u> and by phone at (413) 847-0819. The SPS Liaison or his/her designee will respond to questions related to the Project, and will receive reports and deliverables related to the Project.
- 2) For purposes of this Agreement, the **Fund**'s primary contact person shall be <u>Edward Nunez</u>, with an email address at *enunez@freedom.coop*. The Fund liaison or his/her designee will respond to questions related to the Project, and will maintain the Fund's records and deliverables related to the Project.

E. Habitat Contact:

1) GSHFH's primary contact person for this Agreement is <u>Jennifer Schimmel</u>, Executive Director, available at (413) 739-5503 and schimmel@habitatspringfield.org. GSHFH Liaison or his/her designee will be GSHFH's point of contact for any SPS's questions and concerns related to the Project, and will be asked to direct such questions and concerns to the appropriate personnel of GSHFH for a response.

- 2) From time to time the GSHFH will designate a Construction Manager, who will be the primary contact for all construction related questions and concerns.
- **F. Confidentiality:** All parties agree that any and all reports prepared and conclusions reached thereunder are for the confidential information of the City, GSHFH, the Fund and SPS, and no party shall disclose any of the same in whole or in part to any person whatsoever or discuss the same with any person whatsoever, other than as required to perform the services described in this Agreement, or to the authorized representatives as identified in this contract, except when called upon to do so and when authorized by the group in its entirety, or to the extent such documents constitute public records under applicable laws.
- G. Ownership of Documents: The parties agree that the City and GSHFH shall jointly own all data, reports, and other deliverables generated pursuant to this Agreement.

II. TERM AND TIME FOR PERFORMANCE

- A. The term of this Agreement shall commence as of the date of execution by all parties, expected to occur on or before September 28, 2018, and end on June 31, 2020, unless earlier terminated or extended in accordance with this Agreement. The work to be performed by Putnam students will occur during the applicable academic year, on days when school is in session (not including vacations and holidays), and consistent with the SPS/Putnam vocational curriculum and schedule.
- B. Putnam will make a good faith effort to provide the Services for each project according to the schedule that has been agreed upon between SPS/Putnam and GSHFH, and completion times will vary on a project to project basis. Any changes to the schedule for performance of specific tasks must be by mutual agreement.
- C. Any extension of the termination date of the Agreement must be by mutual agreement, and contained in a written amendment to this Agreement signed by the authorized representatives of the parties listed on the signature page hereto, or their lawful successors in office or title.

III. RECORDS

- A. The records of GSHFH insofar as they relate to this Agreement shall be kept on a generally recognized accounting basis.
- B. The City, the Fund, or any of their duly authorized representatives or agents shall, upon request, have access to any books, documents, papers and records of GSHFH related to the Projects covered by this Agreement, for the purposes of making audit, examination, excerpts, copies and transcriptions, at no cost to the City or the Fund.
- C. The GSHFH, the Fund, or any of their duly authorized representatives shall, upon request, have access to SPS/Putnam documents related to the Projects covered by this

Agreement, so long as such documents constitute "public records" under applicable laws. This shall not apply to student record information, or personnel records of City/SPS/Putnam employees, which are not public records under Massachusetts law.

B. GSHFH shall retain copies of all records and accounts related to this Agreement, including financial records, for seven (7) years after the expiration of this Agreement.

IV. TERMINATION, AMENDMENTS

- A. <u>Suspension or Termination by the City/SPS/Putnam</u>: In connection with the work outlined in this Agreement, it is agreed and fully understood by the parties that the City/SPS may <u>suspend work</u> by the Putnam students for a period not to exceed <u>fifteen (15) days</u>. The City may also terminate this Agreement for cause (including but not limited to the timeliness and manner performance by GSHFH), upon thirty (30) days' written notice to GSHFH and the Fund, signed by the Superintendent of Schools or his designee, with the understanding that as of the effective date of the notice, all work and labor being performed by Putnam students under this Agreement shall cease, unless the defaulting party cures the noncompliance to the City's satisfaction within the 30 day period. The City also reserves the right to terminate this Agreement for convenience upon 45 days written notice to GSHFH and the Fund signed by the Superintendent of Schools or his designee.
- B. <u>Suspension or Termination by GSHFH:</u> In connection with the work outlined in this Agreement, it is agreed and fully understood by the parties that GSHFH may suspend work on the project for a period not to exceed fifteen (15) days. GSHFH may also terminate this Agreement for cause (including but not limited to the timeliness and manner performance by Putnam) upon thirty (30) days written notice to SPS/Putnam, with the understanding that as of the effective date of the notice, all work and labor being performed by Putnam students under this Agreement shall cease, unless the City/Putnam cures the noncompliance to the GSHFH's satisfaction within the 30 day period.
- C. Notwithstanding any contrary provision in this Agreement, either the City/SPS/Putnam or GSHFH may immediately suspend work on a Project/s at any time, for <u>safety-related reasons</u>, and the suspending party will make every effort to notify the other parties of the same, in writing, as soon as possible, but in no event later than 48 hours after such decision is made. The suspending party will then contact the other parties to discuss the safety-related concerns and how to resolve them, as well as the anticipated length of time of the suspension period. The parties acknowledge that as during any period of suspension, all work and labor being performed by Putnam students under this Agreement shall cease.
- D. In the event of termination and/or expiration of this Agreement the GSHFH shall return all originals of documents, data, papers, and studies provided by the City, and shall provide any reports prepared by GSHFH for SPS under this Agreement to the SPS Liaison within five (5) business days.
- E. This Agreement may be modified in writing by mutual consent of the parties at any time during the period of contractual agreement.

V. SUCCESSORS AND ASSIGNS

None of the parties to this Agreement shall assign or transfer their respective interests, rights and obligations in this Agreement without the consent of the other parties.

VI. EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this Agreement, GSHFH agrees as follows:

- A. In the performance of this Agreement, GSHFH will not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, sexual orientation, gender identity, disability, family status or national origin. GSHFH will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, age, sex, sexual orientation, gender identity, disability, family status or national origin.
- B. GSHFH shall, in all solicitations, or advertisements for employees placed by or on behalf of the City, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, age, sex, sexual orientation, gender identity, disability, family status or national origin.
- C. In the event of GSHFH's non-compliance with the non-discrimination clauses of this Agreement, this contract may be canceled, terminated or suspended in whole or in part.

VII. CONFLICT OF INTEREST

- A. GSHFH covenants that it has no interest, nor shall it acquire any interest, directly or indirectly, which would conflict in any manner or degree with the performance of the services hereunder.
- B. No member, officer or employee of the City, or its designees or agents, no member of the governing body of the City, and no other public official of the City who exercises any functions or responsibilities with respect to the performance of this Agreement, during his or her tenure, shall have any interest, direct or indirect, in this contract, or proceeds thereof, for the work to be performed under this Agreement in violation of the provisions of Chapter 268A of the General Laws.
- C. Compliance With Ethics Laws Requirements: GSHFH agrees to comply with all applicable provisions of the amendments to Mass. Gen Laws chapter 268A, as amended by Chapter 20 of the Acts of 2009 ("Act"). To the extent that certain of its key employees providing services to the City may be considered "municipal employees" or "special municipal employees" under Mass. Gen. Laws chapter 268A, sec. 1(g) or 1(n), such employees of GSHFH may be required to complete and provide certification of compliance with the new State Ethics Commission online training requirements. Information concerning these requirements is available on the State Ethics Commission website (www.mass.gov/ethics).

VIII. APPLICABLE LAW AND EXCLUSIVE FORUM

The laws of the Commonwealth of Massachusetts shall govern the validity, interpretation, construction and performance of this Agreement. The sole and exclusive forum for the resolution of any question of law or fact arising out of this Agreement, to be determined in any judicial proceeding, shall be the Superior Court of Hampden County, or the United States District Court for the Western District of Massachusetts, sitting in Springfield, Massachusetts. It is the express intention of the parties that all legal actions and proceedings related to this Agreement or the rights or relationship of the parties arising therefrom shall be solely and exclusively brought and heard in said Courts.

IX. COMPLIANCE WITH LAWS

All parties to this Agreement shall comply in every respect with all applicable state and federal laws, orders, regulations and rules, and local ordinances, in the exercise and performance of the services under this Agreement.

X. INSURANCE

- A. GSHFH shall provide, maintain and require its subcontractors, if any, to provide and maintain workers compensation and unemployment compensation, in accordance with the statutory requirements of the Commonwealth of Massachusetts. GSHFH is an independent contractor and is not an employee of the City.
- B. GSHFH is responsible for obtaining and maintaining at all times during the during the agreement appropriate insurance coverage for general Liability (\$1million single limit/\$2 million aggregate), auto liability, and property damage. The insurance certificate shall list the City of Springfield as an additional insured on this policy.
- C. SPS/Putnam is responsible for obtaining and maintaining at all times during the during the agreement appropriate insurance coverage for General Liability (\$1 million single limit/ \$2 million aggregate), for students and staff participating in the project, and naming GSHFH as an additional insured, to the extent the same is allowed under such a policy or policies.
- E. All insurance certificates must be attached to this Agreement upon execution and before any Putnam student work begins. If any additional insurance certificates are required by any subcontractors or other entities working in conjunction with GSHFH, GSHFH agrees to provide the additional insurance certificates to the City/SPS/Putnam.

XI. GENERAL PROVISIONS

A. If any term or provision of this Agreement should be declared invalid by a court of competent jurisdiction, the remaining terms and provisions of this Agreement shall be unimpaired.

- B. Failure by either party at any time to require performance by the other or to claim a breach of this Agreement will not be construed as a waiver of any right under this Agreement.
- C. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.
- D. GSHFH is an independent contractor, and nothing in this Agreement shall be construed as making the City/SPS/Putnam and GSHFH partners or as creating the relationship of employer and employee, master and servant, or principal and agent between them, for any purpose whatsoever.
- E. The expiration or termination of this Agreement shall not affect the provisions therein which by their terms and meaning are of a continuing nature.

XII. NOTICES

Notices to the parties under this Agreement shall be sent to the following addresses unless that party specifically requests that notices be sent to a different person or address.

To GSHFH:

Jennifer Schimmel Executive Director

Greater Springfield Habitat for Humanity

268 Cold Spring Avenue West Springfield, MA 01089

To the SPS/Putnam:

Daniel J. Warwick

Superintendent of Schools Springfield Public Schools

1550 Main Street PO Box 1410

Springfield, MA 01102-1410

With a copy to:

Mr. Joao Alves

Putnam Technical Vocational Academy

1300 State Street

Springfield, MA 01109

(413) 787-7424

alvesj@springfieldpublicschools.com

And with a copy to:

Edward M. Pikula, Esq.

City Solicitor

City of Springfield Law Department

36 Court Street, Room 210 Springfield, MA 01103

To the Fund:

Mr. Ed Nunez

Putnam Vocational Technical Fund

c/o David Shrair, Esq. 1380 Main Street Springfield, MA 01103

XIII. ENTIRE AGREEMENT

This Agreement represents the entire and integrated Agreement between the City/SPS/Putnam, the Fund, and GSHSH, and supersedes all prior negotiations, representations or agreements, either oral or written. This Agreement may be amended only by written instrument signed by the parties hereto.

IN WITNESS WHEREOF, the City of Springfield, acting by and through the Superintendent of Schools, with the approval of the Mayor, GSHFH, and the Fund, have executed this Agreement as a sealed instrument on the day and year the same is signed by all parties hereto, on the latest date noted below.

date noted below.	
Greater Springfield Habitat for Humanity:	CITY OF SPRINGFIELD, acting: by and through the Springfield Public Schools:
By: //	NA
Name: Jason Tsitso Title: President Date signed:	Lauren Stabilo, Chief Procurement Officer Date signed:
Duto bigliou.	Approved: Daniel J. Warwick
مام	Superintendent of Schools Date signed: 10/10/18
MApproved as to Appropriation:	Approved as to Form:
City Comptroller presum Date signed: 10/12/18	Deput City Solicitor Date signed: 10/11/18
et .	e e

APPROVED:

Date signed:

Reviewed:

PATRICK: 5 BURNS

Chief Administrative and Financial Officer Actingl

Date signed: 10

The Roger L. Putnam Technical Fund, Inc.:

Name: FOWOID

Title: Bonto Chair The FUND Date signed: 10 3-14

EXHIBIT #1

Memorandum of Understanding

BETWEEN

The Roger L Putnam Technical Fund (hereafter "The Fund")

AND

Greater Springfield Habitat For Humanity (hereafter "GSHFH")

This Memorandum of Understanding (hereafter "MOU") sets forth the terms and understanding between the Fund and the GSHFH (the "Party's") with regard to the planning, execution and fundraising efforts for the two-year pilot program to provide the Roger L Putnam Vocational Technical Academy access to two properties for the express purpose of building two affordable homes.

Whereas the Fund was given the opportunity in 2018 to take on the responsibility of working with GSHFH to execute the construction of 2 homes, the first worksite to be the lot located at the Orchard Street, Springfield, MA during the time period of July 1, 2018 through June 30, 2019. The second worksite will be on a lot located in the City of Springfield, precise lot site will be determined by GSHFH by June 15, 2019 for construction during the time period of July 1, 2019 through June 30, 2020.

It is the intent of the Party's executing this MOU to work together in the true spirit of collaboration to provide the students of the Roger L Putnam Vocational Technical Academy with real world experience in the various trade professions by allowing the students to construct the two homes, under the supervision of the staff and faculty of the Roger L Putnam Vocational Technical Academy, on GSHFH lots in Springfield, MA.

Purpose

The purpose of this MOU is to provide clarity and understanding with regard to the roles of each Party in the planning and execution of the two-year pilot program to provide Putnam access to two properties for the express purpose of building two affordable homes.

Obligations of the Partners

The Party's acknowledge that no contractual relationship is created between them by this MOU, but agree to work together in the true spirit of partnership to ensure that there is a united, visible and responsible leadership of the two-year pilot program to provide the Roger L Putnam Vocational Technical

Academy access to two properties for the express purpose of building two affordable homes and to demonstrate financial, administrative and managerial commitment to the two-year pilot program to provide the Roger L Putnam Vocational Technical Academy access to two properties for the express purpose of building two affordable homes.

Cooperation

The activities and services for the two-year pilot program to provide the Roger L Putnam Vocational Technical Academy access to two properties for the express purpose of building two affordable homes, shall include, but not limited to:

A. Services to be rendered by GSHFH include:

- 1. GSHFH agrees that they have and will apply for and receive at their sole expense, all necessary approval and permits to begin and complete work i.e. building permit and subsequent inspections.
- 2. GSHFH will oversee the purchase and the delivery of all building materials for the proposed structure and that such building materials will be delivered to the job site per agreed construction schedule.
- 3. GSHFH will oversee and coordinate all necessary subcontractors and make the Roger L Putnam Vocational Technical Academy aware of any schedule changes due to subcontractor work or inspections.
- 4. GSFHS aggress to provide additional volunteer labor and supervision to the project, as need / identified by both the Springfield Public Schools, Putnam and GSHFH to ensure project on time completion.
- 5. GSHFH estimates the cost of the standard 2 story, 3 bedroom, 1 ½ bath house to be \$150,000; if the 2nd house uses the 2 story, 4-bedroom, 2 bath home plan the estimated cost is \$187,000. In both cases, GSHFH will cover the costs for construction over \$50,000 per house contributed by The Fund.

B. Services to be rendered by FUND include:

- 1. The fund agrees to allow GSHFH to retain the rights to the property and will adhere to GSHFH program requirements, allowing GSHFH to select a financially qualified family and providing them a GSHFH no interest mortgage.
- 2. The fund agrees that any potential proceeds generated from the sale of either of the two homes constructed by the students of the Roger L Putnam Vocational Technical Academy shall remain exclusively with GSHFH.
- 3. The Fund agrees to make best efforts to provide GSHFH with \$100,000 for the construction of the two-year pilot program to provide Putnam access to two properties for

the express purpose of building two affordable homes. \$50,000 funding per house for direct construction materials costs for the pilot project.

- 4. The fund will utilize best efforts to provide GSHFH with the \$100,00 payment in the following manner:
 - a. \$50,000 will be due to GSHFH by the end of construction of the first home projected to be June 30,2019
 - b. \$50,000 will be due to GSHFH by the end of construction of the second home projected to be June 30,2020
 - c. In the event that the fund is unable to raise all of the \$100,000 as set forth herein, then such failure shall be without any liability to the FUND and upon notice from the FUND to GSHFH, this MOU shall thereafter terminate and be of no further force and effect.

Funding

The FUND will use its best efforts to raise funds through community outreach and fundraising with the sole purpose of providing the revenue raised to GSHFH as a donation to allow for the successful implementation of the two-year pilot program to provide Putnam access to two properties for the express purpose of building two affordable homes. Any surplus funds are to remain within the Fund account to ensure annual sustainability of the Fund into the next fiscal year. Any funds to be allocated or distributed from such account in any way shall be determined and approved by the FUND, as long as this determination, in the FUND's and GSHFH's judgement, does not hinder either party's compliance with the 501(c)(3) laws and regulations.

Should both parties agree not to renew the MOU and/or upon termination of the MOU, the FUND has the sole discretion to determine what to do with any remaining funds as long as the determination, in the FUND and GSHFH's judgment, does not hinder either party's compliance with the 501(c)(3) laws and regulations. Notwithstanding, no funds deposited into this account shall become the property of GSHFH; unless the FUND determines to donate such funds to GSHFH.

Duration

This MOU is at-will and may be modified or renewed by mutual consent of authorized officials from the GSHFH and FUND. This MOU shall become effective upon signature by the authorized officials from the GSHFH and FUND and will remain in effect until December 31, 2020, unless renewed by mutual consent of the Party's. It is understood that this MOU may be terminated by either one of the Party's at any time.

Contact Information

To GSHFH:

Jason Tsitso President Greater Springfield Habitat for Humanity 268 Cold Spring Avenue West Springfield, MA 01089

To the Fund:
Edward Nuñez
Board Chair
Roger L Putnam Technical Fund
1976 Main Street
Springfield, MA 01103
413-374-9943
enunez@freedom.coop

Date: 10-3-14

Date: 01/24/18

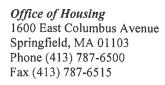
Edward Nuñez

Board Chair, The FUND

Jason Vsitso

President, GSHFH

- B. Letters of SupportCity of Springfield Dept. of Housing







THE CITY OF SPRINGFIELD, MASSACHUSETTS

March 29, 2021

Mr. Robert McCarroll, Chair Springfield Community Preservation Committee City Hall, 36 Court Street Springfield MA 01103

RE: Redevelopment of NS Bay Street Parcel 69 (f/k/a 332 Bay Street)

Dear Mr. McCarroll:

I am pleased to support the application of Greater Springfield Habitat for Humanity, Inc. (GSHFH) to the City of Springfield's Community Preservation Committee for funding to construct a new home on the long-vacant lot formerly known as 332 Bay Street.

The Community Preservation Act's emphasis on creating and preserving affordable housing is in lockstep with Habit for Humanity's worldwide mission. The CPA and Habitat both strive to provide safe, decent, and affordable places to live, which, in turn, serves to strengthen and preserve our communities. GSHFH proposes to construct a new 3-bedroom energy efficient home, for sale to a low-income family at an affordable price, complete with a 0% interest mortgage.

This Office has partnered with GSHFH on several homes in the City, just completing one this month, and finishing another in April. We have found GSHFH to be dedicated to their mission, capable of handling the sometimes complicated HUD requirements that accompany our funds, and able to produce quality construction at a reasonable cost.

This project will create a safe, affordable home for a family who likely may not have otherwise been able to realize the dream of homeownership. It will replace a highly visible vacant lot in the McKnight neighborhood with an owner occupant family, newly invested in our community.

Sincerely,

Geraldine McCafferty

Director

C. Notice to Neighborhood Councils

When GSHFH opened our homeowner application cycle we reached out to all of Springfield neighborhood councils to let them know that applications were available on our website, via email or regular mail. We also reached out other non-profits and service providers in Springfield and throughout Hampden County to make them aware of the opportunity. Due to mortgage origination restrictions we cannot list the exact property location for applications but listed it as Springfield area.

On January 12th GSHFH Family Services Manager, Deborah O'Mara attended the McKnight Neighborhood council meeting via zoom she told the council that a family had been selected and that we intended to start construction on the lot located at 332 Bay Street in the spring.

Council was receptive but did ask if we could work some additional details in to the outside of the home to make it in keeping with the neighborhood even though the lot is not in the historic district. We informed them that yes we would include some decorative finishes to the porch and if budget allowed the siding on the front gables. Council was also made aware that we were accepting applications for repair services for owner occupied properties.

D. Maps





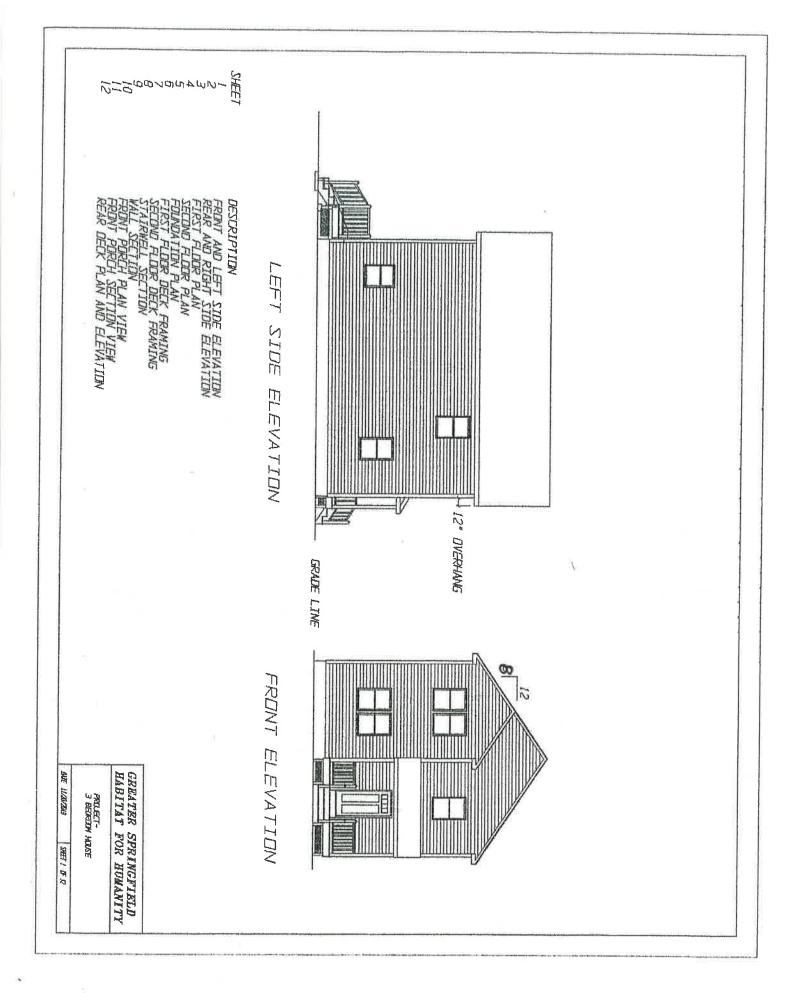


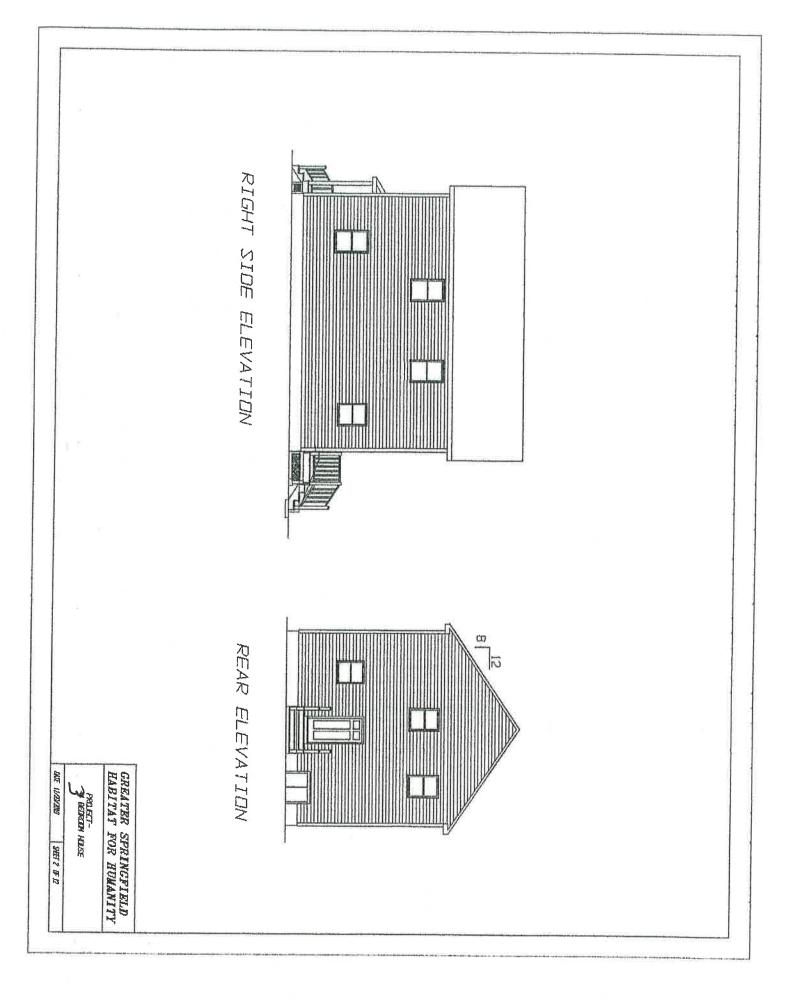
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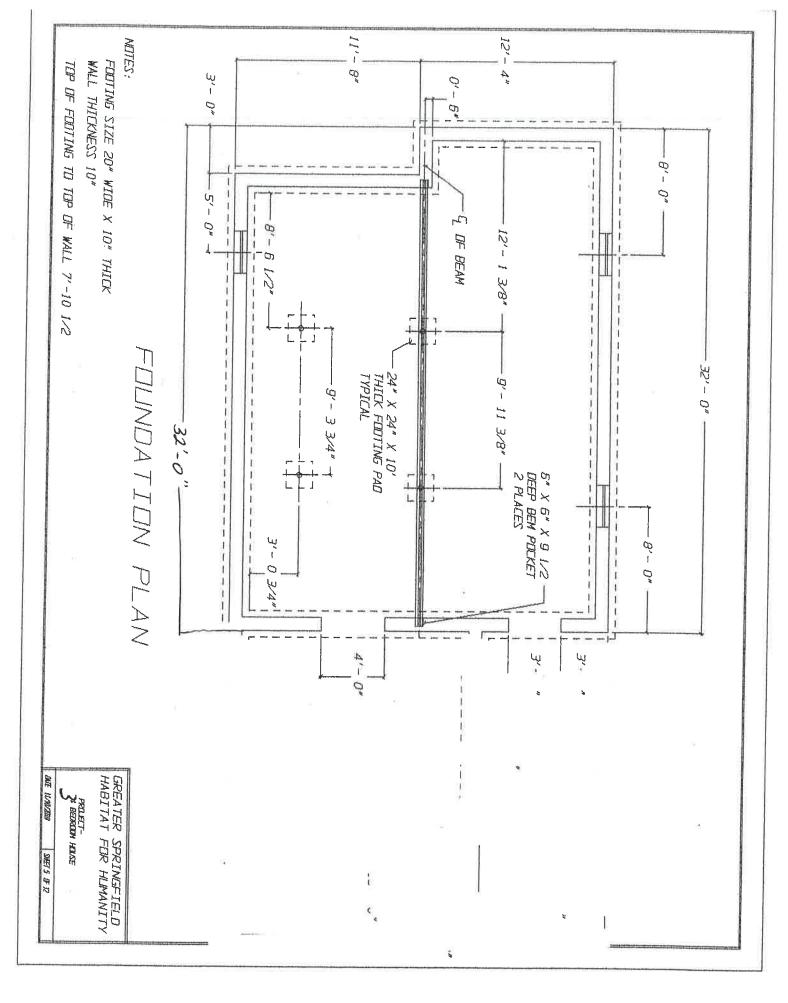
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19850001	L TEJEDA LUCIA	14 BROWN ST	SPRINGFIELD	MA 01109

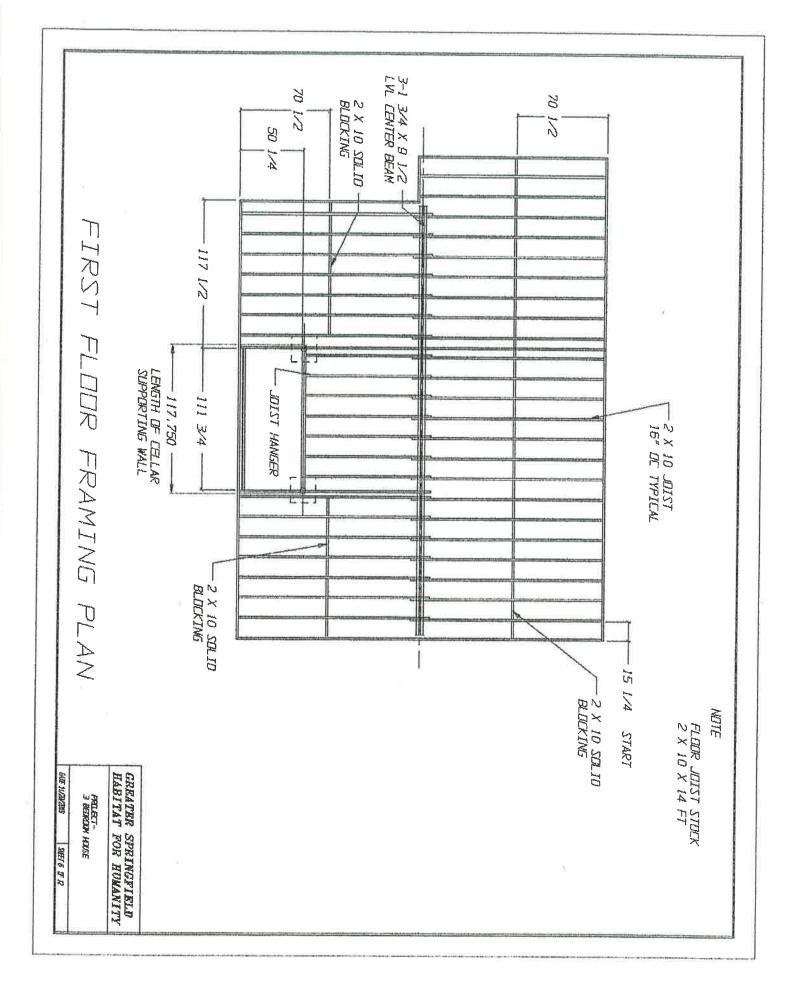
E. Architectural/Engineer Plans/Elevations/Site Plans

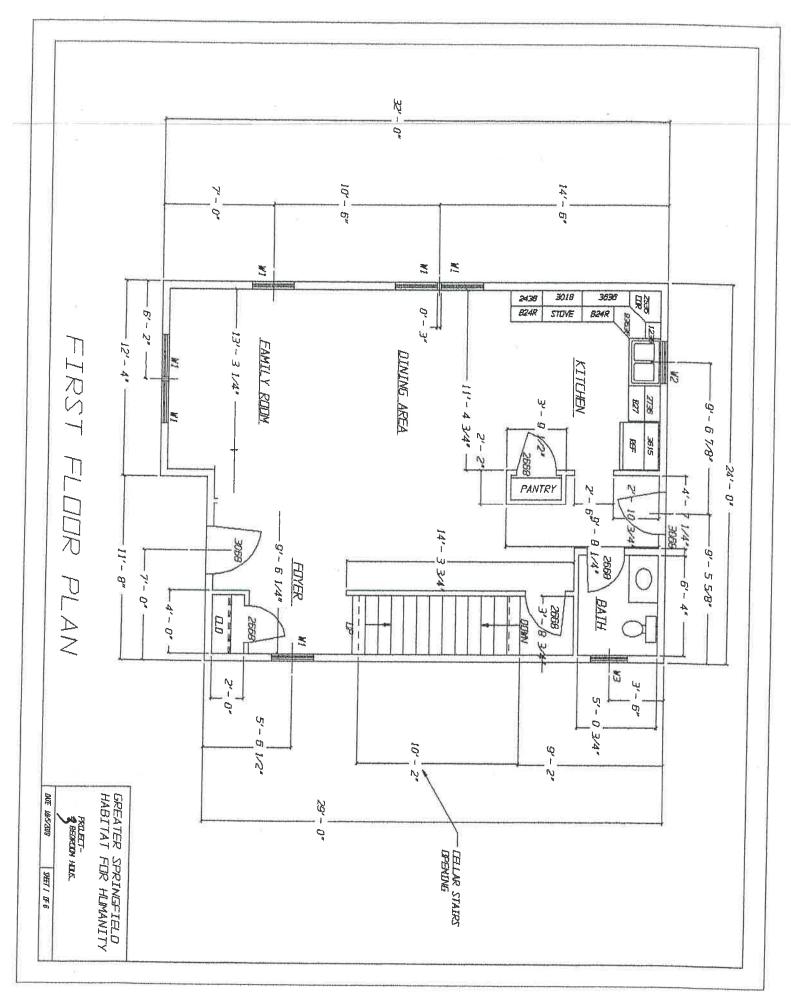
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\	285.29	1		30 FT.	- REAR
B	AVTK	50.00" E		25 FI. 26.0°	- SIDE
	REE		AND THE PROPERTY.) S.F. 3.0	MINIMUM BUILDING SETBACKS
	V.		11	Н	MINIMUM LOT WIDTH
		LAND N/F LUCIA TEJEDA	pro Pro	50.00' 50.00'	MINIMUM LOT FRONTAGE
\				⊳	ZONING REVIEW -

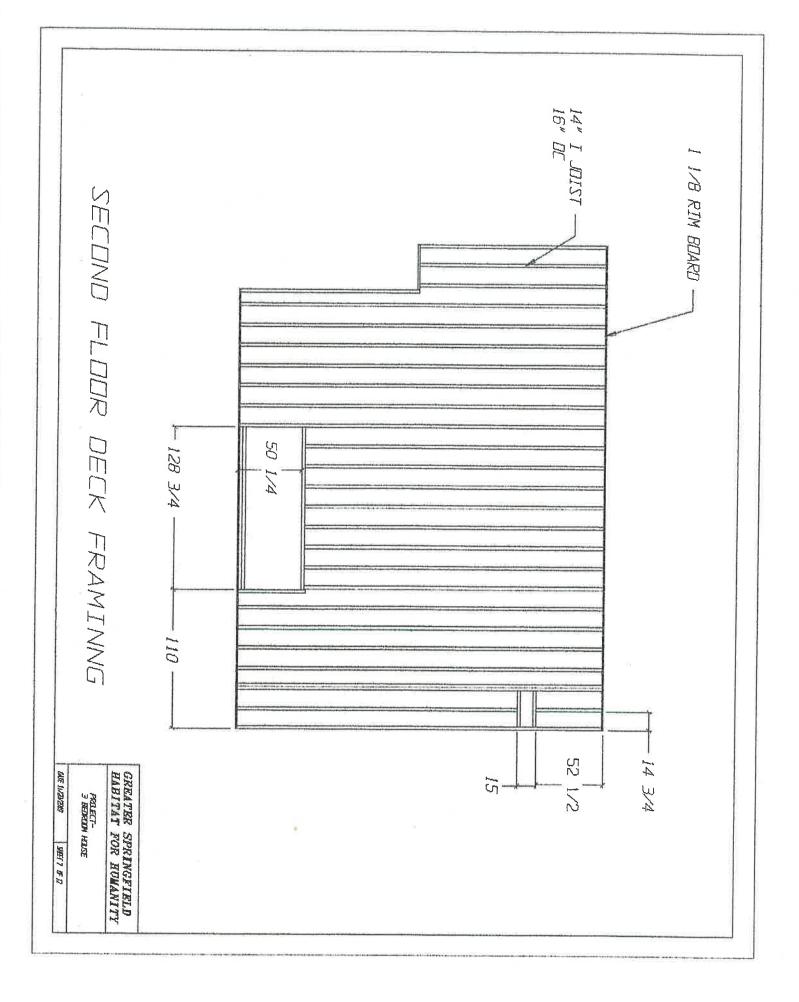


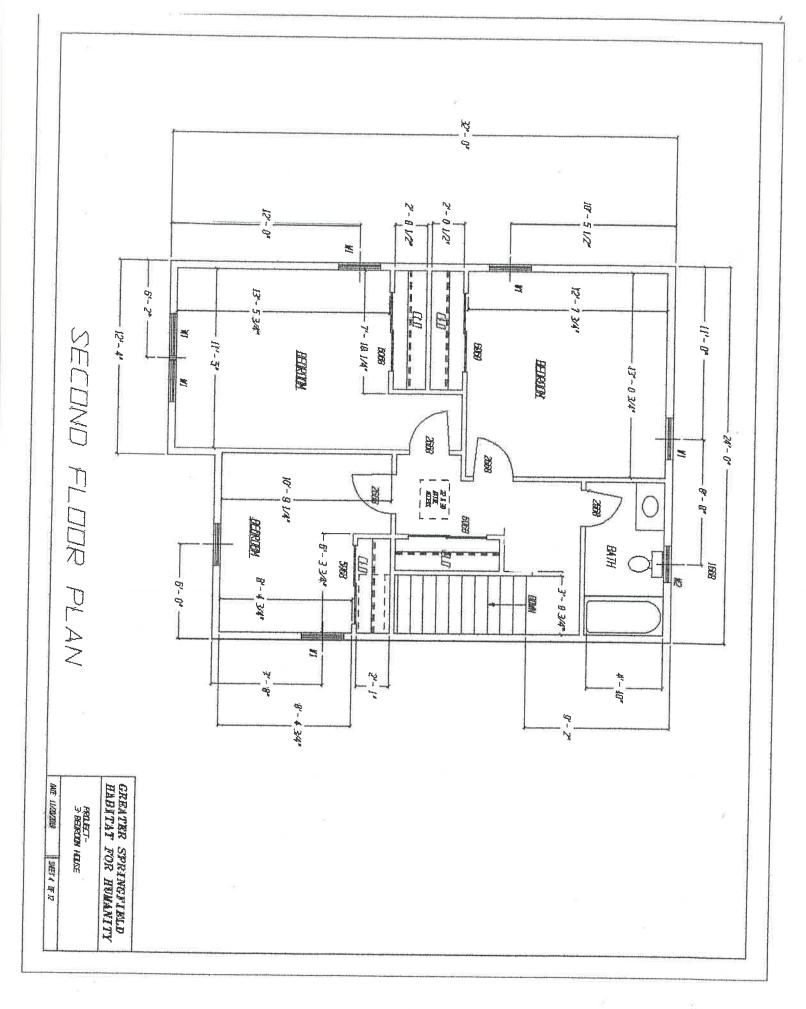


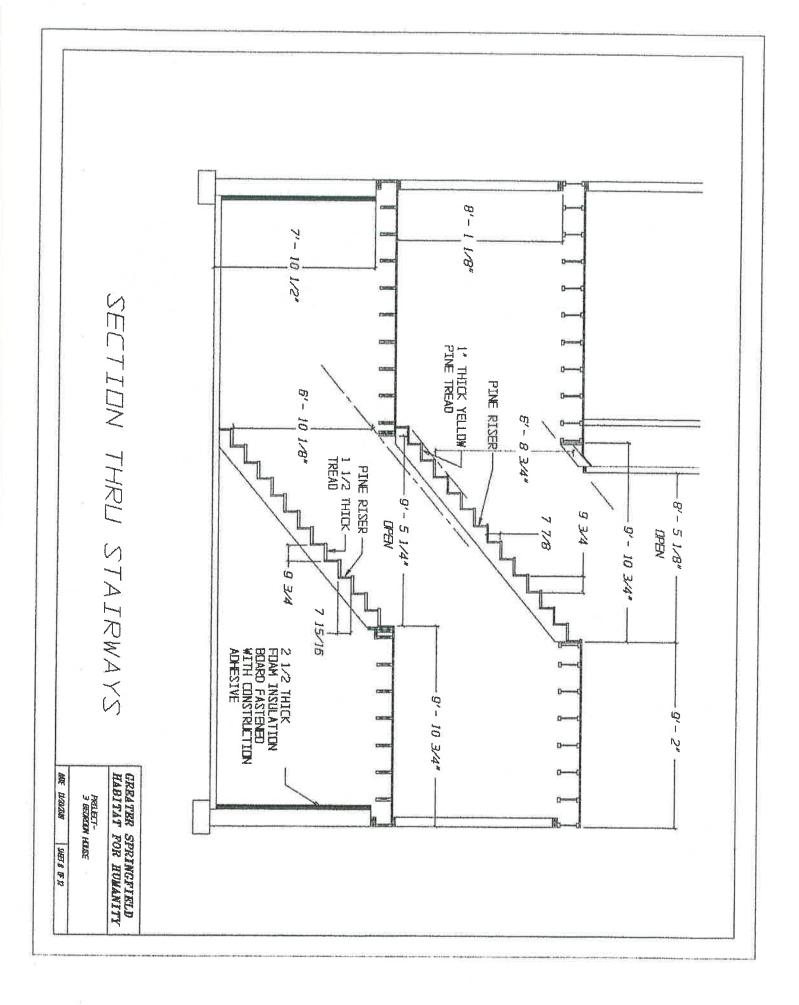


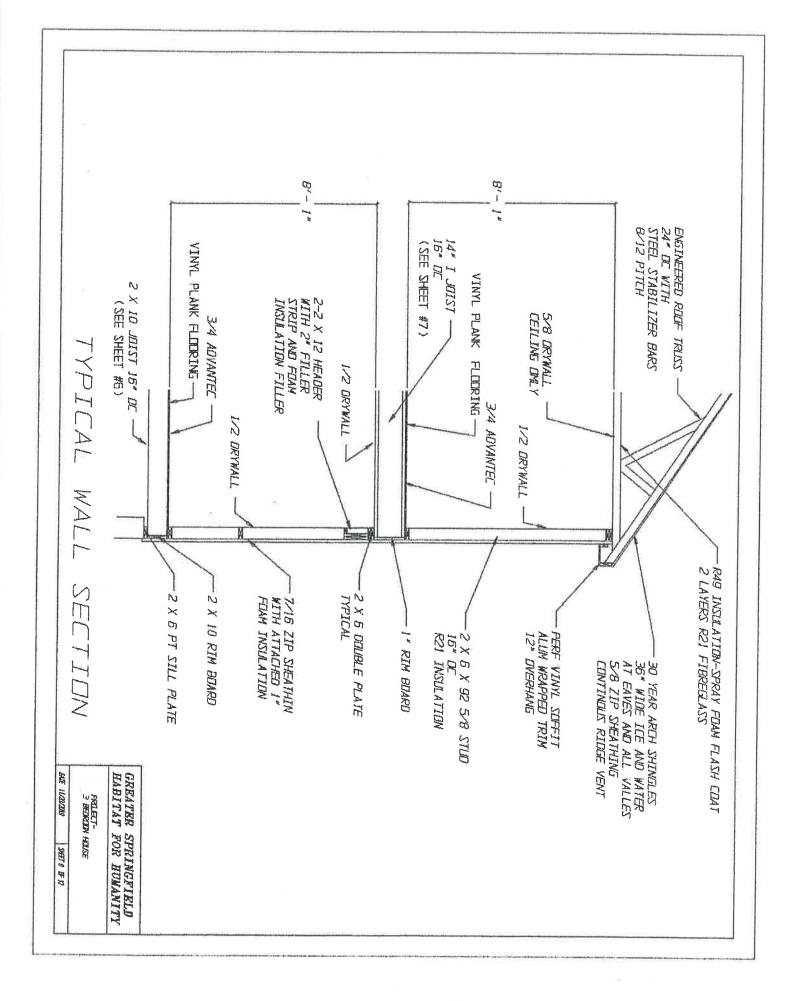


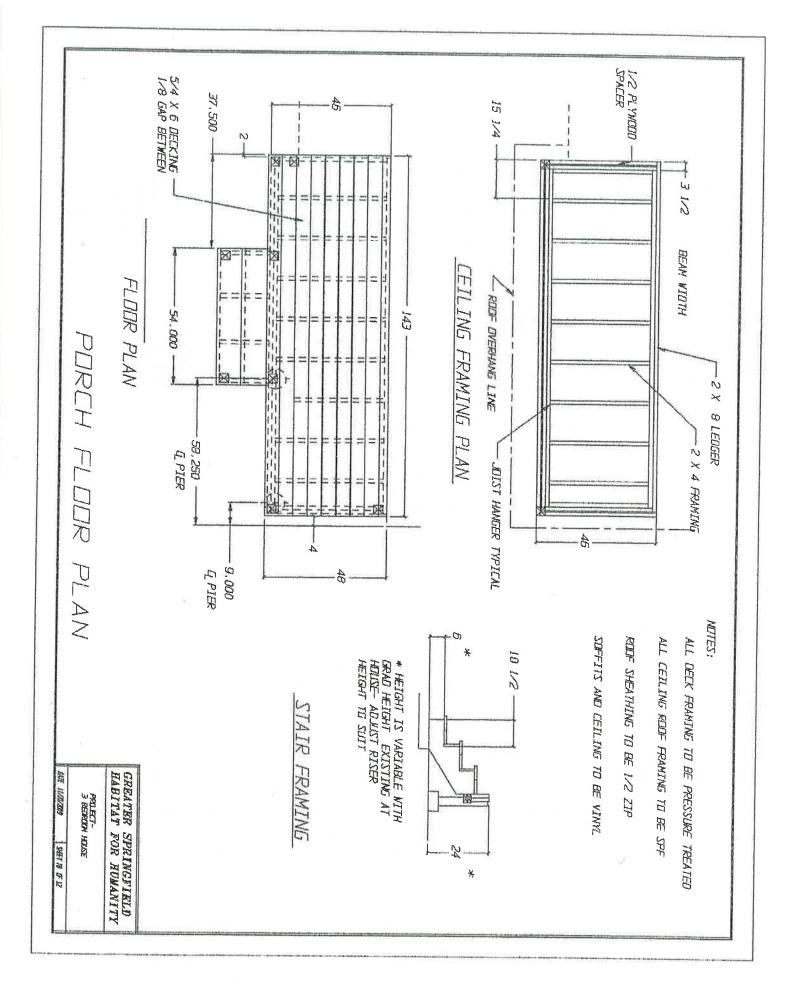


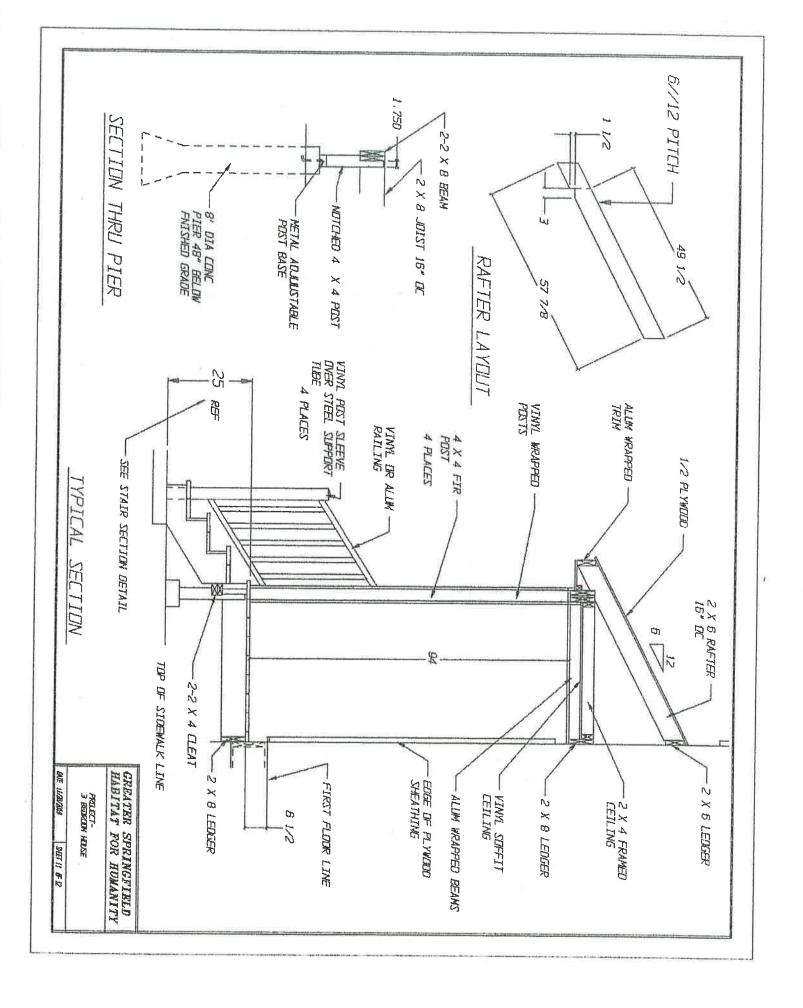


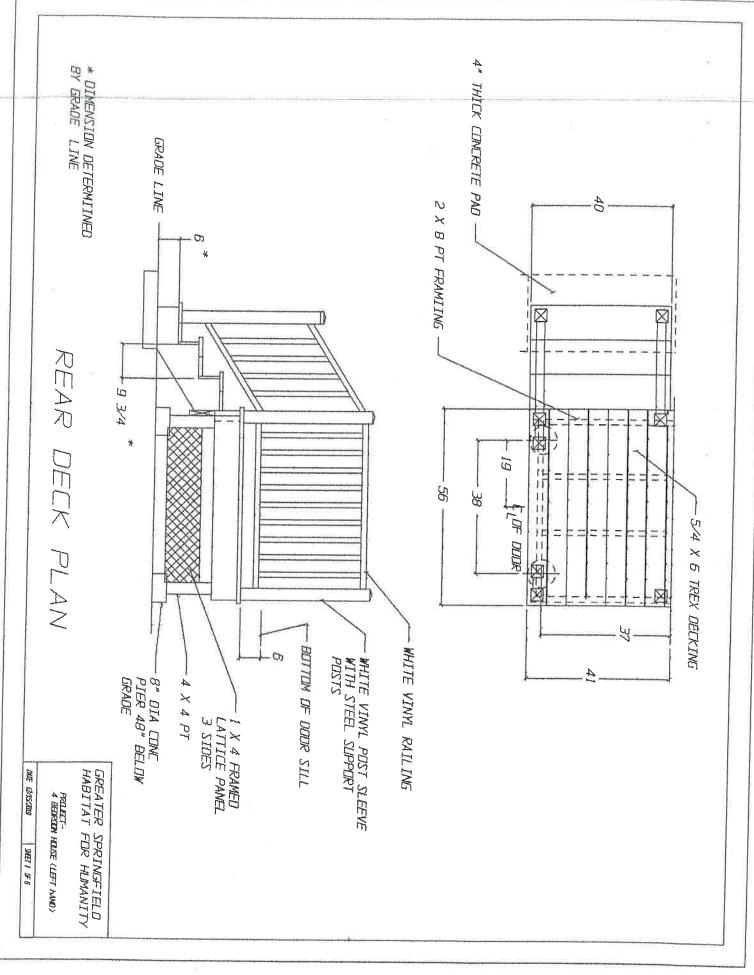




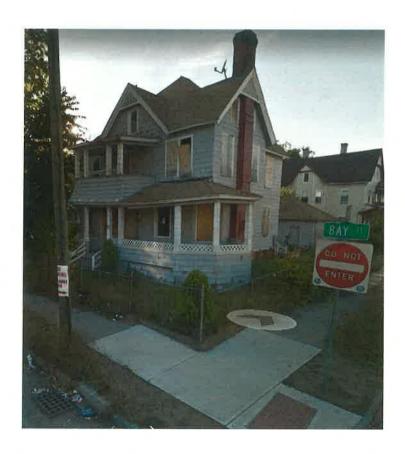








F. Photographs





332 Bay Street at time of acquisition prior to demolition.



332 Bay Street after demolition, current state

G. Operating Pro Forma

After construction is completed the property is sold to the income eligibly homeowner, it then becomes the homeowners responsibility to maintain the property and make necessary real estate, insurance and municipal payments such as trash, water and sewer fees.

The cost of the anticipated fees is taken into consideration when evaluating the homeowner's ability to repay the mortgage. GSHFH underwriting process is to keep the homeowner below a 43% debt to income ration which will allow them to have residual income to make needed utility and maintenance payments.

A first mortgage will be given to the homeowner that is based on their income affordability. The principal payments from this loan go back to GSHFH to be used for future affordable homeownership development projects.

A second silent subsidized loan will be given to bridge the difference of the first loan and the market value of the property so as not to undercut neighborhood property values. This loan also helps to protect donor value contributions by not allowing the homeowner to flip the property for their personal gain or to over extend themselves by taking out additional loans against the property's equity.

The selected homeowner for the Bay Street home has an annual income of \$44,000 which is 56% of the HUD median income level for her family size of three. She is currently paying \$1,000 per month for her rental. To maintain a debit to income ratio of 43% or below it has been determined that she can afford a first mortgage in the amount of \$115,000. Her monthly payment with escrow (property taxes & homeowners insurance) will be \$826 per month. A savings of \$174 per month on housing expenses for the family. Most homeowners will also see a reduction in utility bills, because the new home is built to or above stretch energy codes are a much more efficient than most rental units, this creates an additional savings for the homeowner to help with future maintained of the property.

We estimate the appraisal/sale price of 332 Bay will be between \$190,000-200,000 based on similar projects completed in the last 12 months.

First mortgage - \$115,000 - back to habitat to reinvest in future projects through monthly principal repayment, property taxes paid to city through escrow account payments.

Second mortgage - \$75,000 - keeps property values of neighborhood stable, protects investment.

Reduced housing expense - \$174 per month for future maintenance when needed

Since our founding 33 years ago GSHFH has created 67 homeownership opportunities. In that time we have only had 3 foreclosures on properties. Because GSHFH underwrites the mortgages it gives us the flexibility to work with families if situations arise that make it difficult for them to make their payments or manage their properties. We are not your average lender, or developer.

- H. Proof of OwnershipDeed 332 Bay Street Springfield

Total Number of Pages:

332 Bay Street, Springfield, MA 01109

Please Return To:

Greater Springfield Habitat for Humanity

QUITCLAIM DEED

Grantor, Wells Fargo Bank, N.A., is a National Association, organized under the laws of the United States, whose mailing address is c/o Wells Fargo Bank, N.A., 8480 Stagecoach Circle, Frederick, MD 21701 for consideration paid of One and 00/100 \$1.00 Dollars grants to Grantee, Greater Springfield Habitat for Humanity, whose address is 104 Memorial Avenue, West Springfield, MA 01089 with quitclaim covenants, the following described parcel of land, and the improvements and appurtenances thereto in the District of Hampden, Commonwealth of Massachusetts to wit:

Commonly Known As:

332 Bay Street, Springfield, MA 01109

Parcel No.:

010850069

Legal Description:

See Attached Exhibit A

For title reference see prior Deed dated November 29, 2013 and recorded on March 21, 2014 with the Hampden District Registry of Deeds in Book 20225, Page 67.

This conveyance is in the ordinary course of business and does not constitute a transfer of all or substantially all of the assets of **Wells Fargo Bank**, **N.A.**, in Massachusetts.

IN WITNESS WHEREOF, the said Grantor has signed and sealed these presents on this day of 2014.



Wells Fargo Bank, N.A.

Name:

TAMARA A STONE
Vice President Loan Documentation

J 11.17.14

Title:

State of Iowa

County Dallas

On this That day of No., A.D., 2014, before me, a Notary Public in and for said
county, personally appeared A Stove, to me personally known, who being by me duly sworn (or affirmed) did say that that person is
who being by me duly sworn (or affirmed) did say that that person is (title) of said
Wells Fargo Bank, N.A., by authority of its board of (directors or trustees) and the said (officer's
name) Tamara A Stone acknowledged the execution of said instrument to be the
voluntary act and deed of said (corporation or association) by it voluntarily executed.
Notary Public (Signature) (Stamp or Seal)

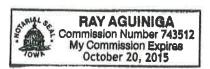


Exhibit A

Beginning at the intersection of the northwesterly side of Bay Street and the southwesterly side of Brown Street, and running thence northwesterly along Brown Street, one hundred (100) feet to land now or formerly of E. Welcome Brown; thence southwesterly along last named land at right angles with said southwesterly side of Brown Street, fifty (50) feet to land now or formerly of C.P. Wolcott; thence southeasterly by last names land about one hundred one (101) feet to Bay Street, and thence northeasterly along Bay Street, about fifty (50) feet to Brown Street at the point of the beginning.

Subject to a right granted to the City of Springfield establishing a fifteen (15) foot building line on Brown Street by instrument dated February 28, 1922 and recorded in the Hampden County Registry of Deeds in Book 1123, Page 278.

DONALD E. ASHE, REGISTER HAMPDEN COUNTY REGISTRY OF DEEDS

Power of Attorney

Be it known that Wells Fargo Bank, N.A., S/B/M to Wachovia Mortgage, FSB, F/K/A World Savings Bank, FSB does hereby constitute and appoint Marinosci Law Group, P.C., 275 West Natick Road, Suite 500, Warwick, RI 02886, including its attorneys, and employees (and any auctioneer(s) and or agents hired by Marinosci Law Group, P.C. (specifically Armand LaRochelle) its attorney in fact for the limited and specified purposes of making entry upon the premises located at 332 Bay Street, Springfield, MA 01109 for the foreclosure of a mortgage recorded with the:

Hampden County Registry of Deeds recorded June 18, 2007 in Book 16749, Page 596.

to bid on the mortgagee's behalf and further to execute documents necessary to take or complete any other actions necessary or directly incidental to the foreclosure process under M.G.L. Ch.244. Wells Fargo Bank, N.A., S/B/M to Wachovia Mortgage, FSB, F/K/A World Savings Bank, FSB further ratifies any and all previous actions taken by Marinosci Law Group, P.C., 275 West Natick Road, Suite 500, Warwick, RI 02886 or any attorneys and employees of Marinosci Law Group, P.C. as well as any auctioneer(s) and/or agent(s) hired by Marinosci Law Group, P.C., pursuant to said purposes, so long as in accordance with this Power of Attorney, the Mortgage, and applicable law.

WITNESS the execution of this Power of Attorney this 15th day of April, 2015

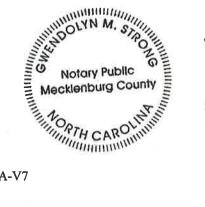
Wells Fargo Bank, N.A., S/B/N to Wachovia Mortgage, FSB, F/KA World Savings Bank, FSB

Michael Allen Foley - Vice President Loan Documentation
Wells Fargo Bank, N.A.
04/15/2015

State of North Carolina

I, Guerdo M. Story, a Notary Public for Mecklenburg County, North Carolina, certify that Michael Allen Foley personally came before me this day and acknowledged that he is a Vice President Loan Documentation of Wells Fargo Bank, National Association, and that he as Vice President Loan Documentation, being authorized to do so, executed the foregoing instrument on behalf of Wells Fargo Bank, National Association.

Witness my hand and official seal, this 15th day of April, 2015.



Guendolyn M. Strong
Notary Public, State of North Carolina
My Commission Expires: 3/3/2018



Affirmative Marketing Plan

I. HUD Requirement:

As required by HUD, <u>Greater Springfield Habitat for Humanity</u> adopts the affirmative marketing procedures and requirements for all Habitat homes, including NSP, HOME & SHOP-assisted ones.

II. Policy on Nondiscrimination and Accessibility

With respect to the treatment of applicants, the Affiliate shall not discriminate against any individual or family because of race, color, national origin, religion, sex, disability, familial status or presence of children in a household. Reasonable accommodations shall be offered to all disabled persons who request accommodations due to disability at any time during the application and homeowner selection process.

III. Training

- A. The Affiliate shall provide all affiliate staff with all relevant regulations and Fair Housing provisions. All Family Services employees and volunteers, Family Selection committee and board members shall be required to follow the procedures and policies adopted by the Affiliate.
- B. The Affiliate shall provide on-site training programs, including marketing, outreach, data collection, reporting, and record keeping. All Family Services employees and volunteers, Family Selection committee and board members shall annually receive training and updates regarding fair housing laws and the Affiliate's Affirmative Marketing Plan.

IV. Marketing and Outreach

- A. All materials for public distribution (including but not limited to the homeownership application packet, flyers, brochures, newsletters and website) shall display the Equal Housing Opportunity logo or the Equal Housing Opportunity Clause.
- B. Consistent with the resident population of the Affiliate's Geographical Service Area, the marketing of all Habitat homes, including NSP, HOME & SHOP-assisted ones, shall ensure equal access to homeownership opportunities for all persons in any category protected by federal, state, and local laws governing discrimination.

- C. Special marketing outreach consideration shall be given to the following underserved populations:
 - African-Americans
 - American Indians
 - Hispanics
 - Asians and Pacific Islanders
 - People with Disabilities
- D. Marketing shall include the use of daily newspapers of general circulation in Hampden County Massachusetts. The Family Services staff will place notices in newspapers, specialized publications, and newsletters to reach potential homeowners. Applications, notices, and all publications shall include the Equal Housing Opportunity Clause or logo and the Accessibility Logo. Media advertisement of the projects will be through the following local newspapers:

Ε.

African American Point of View

<u>Turley Publications</u>

Reminder Publication

Republican/MassLive

F. The Family Services staff shall contact local civic and community organizations that are representative of the ethnic and cultural diversity of the area in order to disseminate information about homeownership opportunities provided by the Affiliate. The Family Services staff shall also contact organizations representing people with disabilities and the elderly. The Affiliate shall publish its marketing materials in multiple languages in order to better reach potential applicants in the area who have language limitations.

To further inform the populations least likely to apply for homeownership, the Family Services staff shall provide to governmental agencies and community organizations about homeownership opportunities provided by the Affiliate.

Nam	ne of Organization	Population Served
a.	Massachusetts Office of Disability	People with Disabilities
b.	Department of Elder Affairs	Seniors
c.	Western Mass Latino Chamber of Commerce	Latino
d.	United Native Cultural Center	Native American
e.	Valley Opportunity Council	Low-income families

f. Veterans Affairs Council

Veterans

F. The Family Services staff shall contact other neighborhood-based, non-profit housing organizations that maintain waiting lists or make referrals for below-market-rate housing.

Agency Name	Address	Telephone #
omenica Production for memory results from the	322 Main Street Springfield, MA 01103	413-233-1500
	1600 East Columbus Drive	413-787-6500
	Springfield MA 01103	
	575 Maple Street Holyoke MA 01040	413-539-2220
	111 Wilbraham Road Springfield MA 01109	413-739-4737

V. Race and Ethnic Data Collection and Reporting

- A. Anyone who requests it shall receive an application package containing the following: Instruction sheet; Application, classes & sweat equity requirements
 - 1. The Affiliate shall offer each requestor the opportunity to complete the application.
 - 2. The Affiliate shall provide each applicant with assistance in completing the application.
 - 3. The Affiliate shall explain the following to each applicant:
 - o The laws prohibiting non-discrimination of applicants
 - The rights provided by the law against discrimination of applicants
 - That the Affiliate is required by federal law to collect homebuyer applicants' demographic data for recordkeeping purposes
 - o That the applicant has the discretion of deciding whether to complete the Homeowner Applicant Voluntary Information form

- That no one involved with homeowner selection will have access to the forms or other demographic data of any applicant
- 4. Once the Affiliate receives the completed application, the Family Services staff shall detach the Homeowner Applicant Voluntary Information form from the application form and place it in a file where no one involved in the homeowner selection process has access.
- 5. On a semi-annual basis, the Family Services staff shall gather all the Homeowner Applicant Voluntary Information forms and use them to compile the data for the HUD-27601 Race and Ethnic Data Reporting Form for inclusion in the SHOP Monitoring Binder.
- B. <u>Aimee Giroux</u>, Executive Director shall serve as coordinator for the Affirmative Marketing Plan.

VI. Compliance Assessment

- A. The Affiliate shall review the Affirmative Marketing Plan every five years and update it as needed to ensure compliance with the law. The Affiliate shall include advertising sources in the review to determine if past sources should be changed or expanded.
- B. The Affiliate shall annually assess the success of affirmative marketing actions for all HFH homes, including SHOP-assisted ones. If the demographic data of the applicants and homeowners vary by 20% from Affiliate's Geographical Service Area population data, the Affiliate shall target advertising efforts and outreach to under-represented populations in an attempt to balance the applicants and homeowners with the demographics of the GSA.

VII. Record Keeping

- A. The Family Services staff shall establish and maintain an Affirmative Marketing file to hold advertisements, flyers, and other public information documents to demonstrate that the appropriate logo and language are used. Additionally, the Family Services Staff shall keep records of the affiliate's activities in implementing the affirmative marketing plan, including other community outreach efforts and the affiliate's annual analysis.
- B. The Family Services staff shall keep up-to-date records based on census data, applications, and surveys about community residents, applicants, homeowners and records about homeowner selection or rejection.
- C. The Affiliate shall place a copy of the above files, records and related documentation in the HUD Monitoring Binder and maintain it until such time as HFHI has notified the Affiliate in writing regarding the disposal date.

D. The Affiliate shall provide HUD, its Inspector General, HFHI and any duly authorized representative with access to any and all pertinent books, documents, papers or other records of the Affiliate's SHOP-assisted properties, as necessary, for determining compliance with civil rights and non-discrimination requirements.



Habitat for Humanity makes a tremendous impact on the lives of homeowners. Our work impacts health, environmental and educational outcomes; civic and social engagement; the financial stability of Habitat families; and local economies. This infographic details one component of our economic impact. See below to learn how Habitat's work contributes to our local economy by supporting jobs and purchasing local goods and services. creating a ripple effect that multiplies our investment to generate meaningful impact.

Beyond the house:

How Habitat's investments ripple across local economies

An economic impact analysis















We spend money on businesses and services (construction materials. office supplies, etc.).



Thanks to our spending, those businesses spend more (on employees,



Those employees now have more money and can increase their household spending.



Our work in 2019



\$1,341,409

invested in operations, construction, rehabilitation and renovation

Our impact in 2019





\$941,501

in wages paid into the local economy



\$2,172,198

economic impact



dollars injected into the economy for every dollar invested by Habitat



11111 \$80,049

in local and state taxes paid



Top industries impacted:

- 1 Community food, housing, and other relief services
- 2. Construction of new single-family residential structures
- 3. Real estate sales and property management

Results measure only the economic impact of affiliates as measured by affiliate expenditures on programming and operations. Additional factors contributing to economic impact (e.g., property taxes paid, homeowner spending) are not included. The economic impact was estimated using IMPLAN, an economic modeling software, based on data from affiliate linancial documents.



2020 State of Home Affordability in Massachusetts

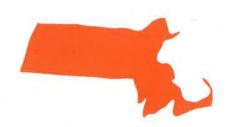
Help Habitat make the #CostOfHome something we all can afford.

In Massachusetts,



1 IN 7 HOUSEHOLDS

spend half or more of their income on housing.



Even before the coronavirus pandemic, nearly one-third of households in the United States faced housing cost burdens — paying either 30% of their income for housing (cost-burdened) or 50% of their income on housing (severely cost-burdened) — due to increased housing costs and growing income inequality. As the economic fallout from the pandemic continues, millions of families are at risk of losing their homes and more than 37 million households are cost-burdened, with little income to afford food, health care and other basic necessities. With more than 17 million severely cost-burdened households in the U.S., advocating for home affordability and stability for homeowners and renters is as important as ever.

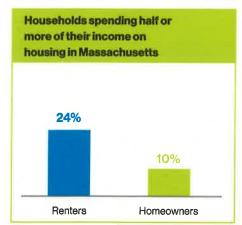
\$35.52/hour or \$73,890 annually

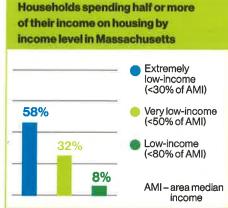
Wage required to afford fair market rent for a twobedroom apartment in Massachusetts (\$1,847), working 40 hours per week.

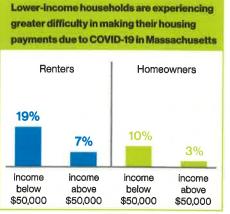
(State minimum wage: \$12.75/hour or \$26.520 annually)

-159,578

Shortage of affordable and available households for extremely low-income renters in Massachusetts.







Habitat for Humanity is a global nonprofit housing organization working in local communities across all 50 states in the U.S. and in more than 70 other countries. Habitat's vision is of a world where everyone has a decent place to live. Through our U.S. advocacy campaign, Cost of Home, Habitat for Humanity is addressing the need for home affordability by promoting policies that support increasing supply and preservation of affordable homes, equitably increasing access to credit, optimizing land use for affordable homes, and ensuring access to and development of communities of opportunity. Learn more at habitat.org/costofhome.







2020 State of Home Affordability

Cost of Home

In the United States, 1 in 7 households spend half or more of their income on housing, and the economic impacts from the coronavirus pandemic are exacerbating existing housing affordability and stability challenges for millions of families struggling to make ends meet. Systemic barriers to home affordability, based on racial discrimination, helped create the housing inequality we see today and continue to perpetuate racial inequity across the housing continuum.

Building on its strong record of advocacy achievements throughout the U.S. and on the unparalleled reputation of Habitat's network of affiliates in all 50 states of the U.S., Habitat is engaging housing advocates, Habitat homeowners, volunteers and supporters, along with federal, state and local policymakers, to advance access to safe, decent and affordable homes through our first U.S. advocacy campaign, Cost of Home. Over the five years of the Cost of Home campaign, we commit to mobilizing our local Habitat organizations, our partners, our volunteers and community members across the country to find solutions and help create policies that will allow 10 million individuals to meet their most basic needs.

No single solution can address the complex home affordability challenges in every community. Rather, the Cost of Home campaign aims to improve home affordability by influencing local, state and federal policies and systems that improve and promote:









Communities of opportunity

To increase home affordability and stability for all households, policymakers at all levels of government need to address the immediate affordability needs families face, in addition to the ongoing, structural barriers to home affordability for low-income families across the rental and homeownership spectrum. The four key policy areas of the campaign — increasing supply and preservation of affordable homes, equitably increasing access to credit, optimizing land use for affordable homes, and ensuring access to and development of communities of opportunity — are interconnected and will be critical to narrowing our racial divides and helping all families achieve home affordability and lasting security.

Habitat for Humanity

Habitat for Humanity knows that safe, decent and affordable shelter plays a critical role in helping families create lives filled with possibility and progress. Caught in cycles of unpredictable rent increases, overcrowded conditions, or lack of access to land and affordable housing, many families live with a constant burden of uncertainty, stress and fear. Habitat for Humanity serves as a voice for people in need of decent housing by working to change laws and shape policies that affect access to housing. Our advocacy approach is based on decades of on-the-ground experience and policy expertise. In our deep understanding of housing and its role in providing opportunities for families, we seek to reform laws in a nonconfrontational, nonpartisan way.

Learn more

To learn more about Cost of Home, visit habitat.org/costofhome.

Sources:

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(2019). National Fact Sheet: Rental Assistance. Center on Budget and Policy Priorities. https://www.cbpp.org/research/housing/national-and-state-housing-fact-sheets-data.

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