

**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: **Gemini Townhomes**

Brief Project/Program Summary:

Home City Development Inc, seeks \$500,000 for the development of 40 affordable new construction homeownership units at the former Gemini factory site in the South End of Springfield. The project is targeting first time home-buyers in the city, with the goal of diversifying the neighborhood and substantially increasing owner occupancy in the area. Gemini's affordability range is from 70% AMI to 100% AMI, and there is a 15 year affordability restriction on these units. The units are being designed with high efficiency and all electric where applicable. Construction of the 24 two-bedrooms and 16 three-bedrooms is contracted by a local MBE, and inclusion of local minority and women owned businesses is being prioritized.

estimated start date: October 2022

estimated completion date: August 2024

**II. APPLICANT INFORMATION**

Type of Applicant - check one:

City of Springfield       Non-Profit Organization       For-Profit Business       Individual

Name of Organization: **Home City Development, Inc**

Name of Contact Person: **Jasper McCoy**

Mailing Address: **261 Oak Grove Ave**

Mailing City/State/Zip: **Springfield MA 01109**

Phone: **413 - 387 - 8039**

Fax: **413 - 328 - 7212**

Email: **jmccoy@homecitydevelopment.org**

Website: **www.homecitydevelopment.org**

**III. BUDGET SUMMARY**

Estimated Project Budget: **\$21.2 Million**

CPA Funding Request: **\$500,000**

Will you be seeking multi-year funding       Yes       No

CPA Request as Percentage of Total Project/Program Budget: **2.3%**

List Other Secured Funding Sources:

**Predevelopment Loan - \$300,000**

List Other Prospective Funding Sources:

MassHousing Commonwealth Builder, grant      - \$10,000,000  
HOME Funds      - \$600,000  
Masssave All electric incentive      - \$1,000,000  
City of Springfield ARPA FUNDS      - \$1,000,000  
Home sales      - \$8,825,000

Applicant Signature: 

Date Submitted: 03-30-2022

# Springfield Community Preservation Act

## Application for Funding

### I. GENERAL INFORMATION

Project Name: Gemini Townhomes  
Applicant: Home City Development, Inc. (HCDI)  
Funding Categories: Community Housing  
Funds Requested: \$500,000  
Address: 89 Morris St,  
Parcel ID#: (08850-0046, 0038, 0037, 0036 & 0035) (02560-0009, 0010, 0013, 0015, 0017 & 0019) (08850-0013, 0016, 0018 & 0019)  
Owner: Gemini Townhomes LLC, an affiliate of Home City Development, Inc.

#### Community Housing Information

The Gemini Townhomes Development will contain 40 affordable homeownership townhome units. The units will be incentivized for first time home buyers to increase owner-occupancy in the South End neighborhood of Springfield MA. The affordability breakdown is as follows:

- **Five** units will be restricted to households with income at or below 80% of Area Median Income (AMI)
- **Thirty-five** units will be restricted to households with income at or below 100% of AMI

The distribution of home ownership units will be decided through a lottery system for income-eligible applicants and verified by Citizens' Housing & Planning Association (CHAPA), as specified by our main funding source, MassHousing. The Lottery management and marketing will be implemented by staff of Housing Management Resources, Inc. (HMR) in partnership with local real estate marketing firm HomesLogic. HMR currently manages all 420 apartments owned by HCDI and has extensive experience managing lotteries for various projects all throughout MA. HMR manages 80 properties comprising over 7,800 rental apartments in eleven states. All applications will be received by HMR. The lottery will give numbered assignments to all applicants. Afterwards all applicants will be reviewed and informed of their initial eligibility. HMR staff will then invite in order of their lottery number groups of applicants from the lottery drawing, to submit a full application. CHAPA will then review this full application for compliance and approval. At this point approved applicants will move into the closing period of their buying process.

Marketing and buyer verification procedures for Gemini Townhomes will be in conformance with an Affirmative Fair Housing Marketing Plan to be approved by CHAPA and Masshousing. The plan will be formulated to promote fairness and uniformity in the selection of homebuyers for subsidized units, and to promote efficiency in the application process for these subsidized units. Homebuyers will be selected by lottery. Gemini Townhomes has adopted the following preferences, priorities and targeting:

- First time homebuyers.

HMR staff is fully bilingual (English and Spanish) and have the capacity to address matters relating to limited English language proficiency. This includes providing reasonable oral and written language assistance, at no cost to the applicant, so that applicants with Limited English Proficiency may meaningfully apply and access the housing opportunity. Marketing informational materials provide notice of free language assistance to applicants, translated into Spanish.

Marketing efforts will seek to attract residents from Springfield and Hampden County and shall meet the following requirements:

- a. Advertisements will be placed on electronic media to serve minority groups and other groups protected under fair housing laws. Notices will also be sent to local fair housing commissions, area institutions, social service agencies, and other non-profit organizations.

- b. Advertisements will be placed in the Springfield Republican, Craig’s List, El Sol (Spanish) and the Mass Access registry for a period of 10 days and the Application Period will be at least 60 days. The lottery application will address a household’s income, assets, size and composition, and (optional) minority status. Management will verify eligibility and only applicants who meet the applicable eligibility requirements shall be entered into a lottery.
- c. Marketing shall be included in non-English publications, which has been determined to be Spanish and Vietnamese based on the prevalence of those language groups in the area.
- d. All marketing shall be comparable in terms of the description of the opportunity available, regardless of the marketing type (e.g., local newspaper vs. minority newspaper). The size of the advertisements, including the content of the advertisement, as well as the dates of the advertising unless affirmative advertising occurs first, shall be comparable across regional, local, and minority newspapers.
- e. All advertising and marketing materials shall indicate resident selection or other random selection procedure, where applicable.
- f. All advertising shall offer reasonable accommodation in the application process.
- g. Advertisements shall run a minimum of two times over a sixty-day period and shall be designed to attract attention. Pursuant to fair housing laws, advertising/marketing will not indicate any preference or limitation, or otherwise discriminate based on race, color, disability, religion, sex, familial status, sexual orientation, gender identity, national origin, genetic information, ancestry, children, marital status, or public assistance reciprocity. All advertising and marketing materials portraying persons should depict members of classes of persons protected under fair housing laws, including majority and minority groups as well as persons with disabilities.
- h. The Fair Housing logo and slogan “Equal Housing Opportunity” will be included in all marketing materials.
- i. Applications shall be available at public, wheelchair accessible locations, including the local public library that is opened in the evening and shall include a telephone number, as well as the TTY/TTD telephone number, that persons can call to request an application by mail, email or fax. Applicants will not be required to appear in person in order to receive or submit applications

## II. NARRATIVE

### Project Summary

HCDI seeks \$500,000 of Community Preservation Act funds for the development of 40 affordable new construction townhomes at the former Gemini Factory site. **Five (5)** units will be restricted to households with income at or below 80% of Area Median Income (AMI) with a minimum income of 70% AMI. **Thirty-Five (35)** units will be restricted to households with income at or below 100% of AMI, with a minimum income of 81%. In the surrounding census tract 8011.02 there are **1,296** housing units, of which only **10** were constructed after the year 2000 (page 52 of the “Springfield and its Neighborhoods” document). This neighborhood contains 4 documented owner-occupied units, this development will increase this to 44 units a 1000% change.

The Gemini Factory was abandoned in 1989 and was subsequently burned to the ground in a fire in December of 2003. The City of Springfield completed a brownfield remediation of the site in 2009. HCDI currently has a Land Disposition Agreement (LDA) to purchase the site from the City of Springfield to complete the development of these townhomes. This project is focused on the creation of affordable homeownership, through incentivizing first-time homebuyers to increase owner occupancy in this neighborhood of Springfield with low owner occupancy. These goals are consistent with the community housing requirements of Springfield’s Community Preservation Plan. “The CPC believes that owner-occupancy correlates with strong neighborhoods and increased capital investment...”.

### Proposal Description

The project will provide safe, high-quality homeownership units and contribute to the economic stability of the South End neighborhood and downtown district of Springfield MA. Market study

projections done for research of this development indicate a high need for affordable homeownership. Demand is strong for quality affordable housing in Springfield. This excerpt from Bennett Franklin Real Estate Services Report #10007 / Page 9 exemplifies this point.

“ During the past five years, average sale prices for homes have increased 34%, a range that exceeds the change in average wages for the region. With wage levels remaining relatively stable and rental rates and home sale prices increasing, residents are required to spend a larger proportion of their income for housing, and the need for affordable housing increases. The need for affordable housing is also validated by the existence of large waiting lists for local property owners as well as at the Springfield Housing Authority (SHA) and Wayfinders, a regional housing development agency. Each of these entities reports increases in the size of their waiting lists over the past few years. Representatives of Wayfinders recently stated that there are thousands of people on waiting lists in Western Massachusetts while the Springfield Housing Authority has hundreds of people on their waiting list. Representatives of SHA, Wayfinders and other property managers of affordable apartment properties recently stated that there are wait lists of 12 to 36 months for various units. The development of the subject property is not only marketable, but it will create a critical affordable housing resource in the city. The subject neighborhood has a number of strengths and a strong community spirit. The development of the subject property will meet the needs of area residents and will supply desirable housing for an area whose demographics illustrate its need. The Primary Market Area (PMA) is considered to be Springfield while the Secondary Market Area (SMA) is considered to be Hampden County. “

Gemini Townhomes will be developed with combined resources of over \$21 Million. HCDI's is directly using these funds to build, construct, and manage the development of 24 two-bedroom, and 16 three-bedroom townhome units. HCDI is seeking a funding allocation for two consecutive years at the maximum amount allowable through CPA funding (\$250,000). If awarded CPA funds in this year's round, they will be applied to the project at the milestone of "Certificate of Occupancy for Phase 1". This milestone reflects 14 homeownership units constructed and in the process of closing with eligible homebuyers.

HCDI has consistently worked towards providing equitable housing opportunities across a full range of needs for moderate and low-income individuals and families in the Springfield area. A homeownership development this size will be the first in some decades for the City of Springfield and for HCDI as well. HCDI and HMR are experienced with coordinating services that promote resident self-sufficiency, assist in training centered around homebuying and financial literacy. By utilizing the same network of service providers and community partners, HCDI will expand outreach and strengthen the Gemini Townhomes project and the surrounding neighborhood, this in turn will make the development equitable and diversify the South End.

#### Feasibility & Sustainability

Gemini Townhomes is highly ready to proceed. Design Development drawings are 100% complete to date and Henry General Contractors Inc. has been preselected as the MBE (Minority Business Enterprises) general contractor. HCDI is currently advancing project plans to commence construction later this Fall season if funding is committed on schedule. A zone change has been approved by the City Council and Special Permit is currently in the hearing process by City Council.

#### Applicant Experience

HCDI has a significant track record of accomplishment in the creation and preservation of affordable housing in Springfield. It recently completed renovations and will begin lease-up of 42 affordable one, two and three-bedroom rental apartments units at the former Elias Brookings School on 367 Hancock Street. Other completed developments include:

- 101 Units of affordable efficiency units at the former Springfield YMCA building
- Phase I and Phase II of E. Henry Twiggs Estates comprising 136 scattered-site apartments in the Upper Hill and Bay neighborhoods
- 47 apartments in 4 buildings known as Cross Town Corners.
- Liberty Hill Town Homes (88 apartments)
- Tapley Court, 30 apartments at 221 Bay Street

See Tab 1 for materials describing the professional experience of HCDI, HMR, Architecture Environmental Life, and Henry General Contractors, Inc.

### III. TIMELINE

Construction drawings 100% complete	July 2022
Building Permit issued	September 2022
Closing on all project financing	October 2022
Commence Phase 1 Construction	October 2022
Complete Phase 1 Construction	June 2023
Certificate of Occupancy (Phase 1)	June 2023
Commence Phase 2 Construction	June 2023
Complete Phase 2 Construction	January 2024
Certificate of Occupancy (Phase 2)	January 2024
Commence Phase 3 Construction	January 2024
Complete Phase 3 Construction	July 2024
Certificate of Occupancy (Phase 3)	July 2024
100% Units sold	August 2024

### IV. BUDGET

The current development budget is outlined in the Operating Pro Forma pages attached in Tab 9. Below is the status of our applications for funding sources:

- \$600,000 - HOME fund application pending with the Springfield City Office of Housing
- \$960,000 - ARPA fund application pending with the Springfield Department of Recovery and Business Continuity
- \$10,000,000 - CWB MassHousing fund application pending see term sheet attached **Tab 4**

### V. ATTACHMENTS

Tab 1 Professional qualifications of HCDI, HMR, Architecture Environmental Life, and Henry General Contractors, Inc.

Tab 2 Land Disposition Agreement with the City of Springfield

Tab 3 Construction & Pre-development Financing:

- New Valley Bank
- Community Economic Development Assistance Corporation

Tab 4 Permanent Financing:

- MassHousing Term Sheet

- Tab 5 Letters of Support. Please see attached letters of support from:
- Springfield City Councilor Melvin Edwards (the local Ward Councilor)
  - Director of the Springfield Office of Housing Geraldine McCafferty
  - State Representative Bud Williams
  - South End Citizens Council - Neighborhood Council

- Tab 6 Maps
- Plot plan
  - Property Record Card
  - Zoning Map

Tab 7 Architectural Plans, Elevations and Site Plan – Plan set does not include mechanical, fire protection, plumbing and electrical drawings,  
Building Rendering

Tab 8 Photographs

Tab 9 Operating Pro Forma

Tab 10 Fair Wage Compliance Certificate



## Fair Wage Compliance Certificate

Grantee/Contractor Information      *Please Print Legibly*

Name: Home City Development, Inc

Project Name: Gemini Townhomes

Business/Organization Name: \_\_\_\_\_

Address: 89 Morris St

City/State/Zip: Springfield MA 01105

Phone #: (413) 785-5312 x111 e-mail: JMcGoy@HomeCitydevelopment.org

The Springfield Community Preservation Committee (SCPC) requires certification of compliance with wage and hour and other employment-related laws prior to issuance of contracts involving CPA grants of over \$50,000. Terms relating to compliance with these laws will be included in all CPA contracts with Grantees that are not City of Springfield departments. Grantees shall obtain from any general contractor or construction manager this Fair Wage Compliance Certificate and shall require that such general contractor or construction manager obtain such Certification from each subcontractor at every tier prior to its commencement of work on the Project. These certifications shall be provided to the SCPC promptly upon signing.

The undersigned Grantee, Contractor, or Subcontractor hereby certifies under the pains and penalties of perjury that it shall comply with the following qualifications and conditions at all times during its performance of work on the Project:

- (1) It has not been debarred or suspended from performing construction work by any federal, state or local government agency or authority in the past five years;
- (2) It has not been found within the past five years by a court or governmental agency in violation of any law relating to providing workers compensation insurance coverage, misclassification of employees as independent contractors, payment of employer payroll taxes, employee income tax withholding, wage and hour laws, prompt payment laws, or prevailing wage laws;
- (3) It must maintain appropriate industrial accident insurance sufficient to provide coverage for all the employees on the project in accordance with G.L. c.152 and provide documentary proof of such coverage to the SCPC to be maintained as a public record;
- (4) It must properly classify employees as employees rather than independent contractors using applicable federal and state law. Individuals properly classified as employees according to applicable law must be treated as employees for the purposes of minimum wages and overtime, workers' compensation insurance coverage, unemployment taxes, social security taxes and state and federal income tax withholding. (G.L. c.149, §148B on employee classification);
- (5) It must comply with G.L. c. 151, §1A and G.L. c. 149, § 148 with respect to the payment of wages to properly classified employees; and
- (6) It must be in compliance with the health and hospitalization requirements of the Massachusetts Health Care Reform law established by Chapter 58 of the Acts of 2006, as amended, and regulations promulgated under that statute by the Commonwealth Health Insurance Connector Authority.

Thomas P. Keigelman  
(Typed or printed name of person signing)      [Signature]  
Signature

03/22/2022  
Date

Contact by email [CPC@springfieldcityhall.com](mailto:CPC@springfieldcityhall.com) or by telephone 413-530-1629



## HOME CITY DEVELOPMENT, INC.

### COMPANY PROFILE

#### The Mission

Home City Development, Inc., a non-profit real estate development company, serves low- and moderate-income households in Western Massachusetts. Home City helps to strengthen families and the surrounding communities. We recognize the need for stable housing as an essential element for economic and educational success.

The mission of Home City Development, Inc. is three-fold:

- To restore or replace substandard housing with a supply of decent, affordable, and well-managed housing for individuals and families;
- To facilitate neighborhood growth and health in collaboration with partners, leading to long-term family and community stability;
- To work with residents, building on their strengths, toward healthy and stable futures.

Whether you are an investor, tenant, property owner, or nonprofit organization, Home City Development, Inc. is interested in working with you to build better neighborhoods.

#### The Organization

Home City Housing and Better Homes, Inc., our parent, non-profit company founded in 1968, were brought together in 2017 under one name... **Home City Development, Inc. (HCDI)**. Generally known in the community as Home City, we are a non-profit organization that develops and owns multi-family rental properties in Hampden and Hampshire counties. HCDI continues to have the same commitment to providing quality, affordable housing as well as a commitment to building better neighborhoods.

As of July 1, 2016, all property management responsibilities were shifted over to a new partner, Housing Management Resources, Inc. This private firm has a strong commitment to high quality, resident-centered professional management. Although based in Quincy, many of the senior staff are residents of the Pioneer Valley and have worked with Home City Development and other local agencies for many years. Most of the Home City staff transitioned over to HMR, so you will still recognize many of the faces in the office.





## HOME CITY DEVELOPMENT, INC.

In 2017, HCDI completed the substantial renovation of 75 units of existing affordable housing in the Bay Area Neighborhood including the new 4,000 square foot Bay Area Neighborhood Resident Resource Center. Building on some of the prior development work of long-time Springfield resident, E. Henry Twiggs, we will be bringing substantial resources to the community. In 2020 HCDI completed renovation of 104 single-room-occupancy units in the former Springfield YMCA building. March 2021 marked the commencement of construction for the rehabilitation of the historic, former Elias Brookings School in Springfield's Old Hill neighborhood into 42 apartments and the moderate renovation of 18 affordable apartments at New South Street Apartments in Northampton. Pre-development work is underway for the construction of 29 single-room-occupancy units at 275 Chestnut Street, Springfield, for chronically homeless persons. HCDI has been designated as developer of a vacant parcel of land in the South End of Springfield on which will be constructed 33 town homes for sale to first-time low and moderate-income home buyers.

HCDI currently owns 405 apartments within the City of Springfield and 18 apartments in Northampton. HCDI also provides technical assistance to nonprofit groups to facilitate the development of affordable housing using various federal and state housing assistance programs.

Home City Development is sensitive to the needs of the Greater Springfield community, seeking to improve its housing stock while serving the needs of vulnerable populations such as the mentally ill and chronically homeless persons.

We take pride not only in our investment to provide more attractive and sustainable places to live, but also to build the social infrastructure essential to community life through our Resident Engagement Program. From after-school teen programs, to workforce readiness and financial independence classes, to early childhood literacy programs, homeownership counseling and community gardening, Home City encourages residents to reach for their goals and engage in a mutually supportive and respectful community. Our Resident Engagement Program also assists residents by providing access to supportive services, such as fuel assistance, mediation, case management and programs for children and families.

The Resident Engagement Program receives support from the United Way of Pioneer Valley, as well as the Davis Foundation, Community Foundation of Western Mass, Beveridge Family Foundation, MassHousing, the Charles H. Hall Foundation, and the Springfield Local Cultural Council.



## HOME CITY DEVELOPMENT, INC.

### PROPERTIES AT A GLANCE

#### **Owned Properties**

Home City Development owns 423 units. Among properties owned by Home City Development are several larger, multi-unit properties, including the following:

- Tapley Court, Springfield, MA: 30 apartments
- Cross Town Corners, Springfield MA: 47 apartments
- Liberty Hill Townhouses, Springfield MA: 88 apartments
- E. Henry Twiggs – Phase I, Springfield MA: 75 apartments
- E. Henry Twiggs – Phase II, Springfield MA: 61 apartments
- Chestnut Crossing, Springfield MA: 104 apartments
- New South Street, Northampton MA: 18 apartments

The breakdown of our owned residences is as follows:

- SRO apartments: 104
- 1 bedroom apartments: 16
- 2 bedroom apartments: 124
- 3 bedroom apartments: 143
- 4 bedroom apartments: 30
- 5 bedroom apartments: 6



**HOME CITY DEVELOPMENT, INC.**

**OWNED PROPERTIES**



**Cross Town Corners**

Comprising 4 properties in Springfield, MA

**47 total apartments**

1 bedroom units — 13

2 bedroom units — 34



**Tapley Court**

221 Bay Street, Springfield, MA

**30 total apartments**

1 bedroom units — 3

2 bedroom units — 23

3 bedroom units — 4



**Liberty Hill Homes**

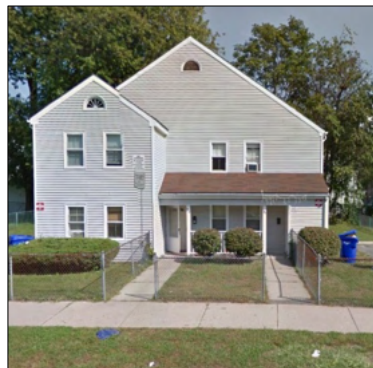
Nursery Street, Springfield, MA

**88 total apartments**

2 bedroom units — 17

3 bedroom units — 66

4 bedroom units — 5



**E. Henry Twiggs I**

34 multi-unit scattered sites in Springfield, MA

**75 total apartments**

2 bedroom units — 18

3 bedroom units — 44

4 bedroom units — 9

5 bedroom units — 4



**HOME CITY DEVELOPMENT, INC.**



**E. Henry Twiggs II**

25 multi-unit scattered sites in Springfield, MA

**61 total apartments**

2 bedroom units — 21

3 bedroom units — 24

4 bedroom units — 14

5 bedroom units — 2



**Chestnut Crossing**

Springfield, MA

**104 total apartments**

SRO units — 104



**New South Street**

Northampton, MA

**18 total apartments**

2 bedroom units — 12

3 bedroom units — 4

4 bedroom units — 2



HOME CITY DEVELOPMENT, INC.

PROPERTY LISTING — SPRINGFIELD & NORTHAMPTON

PROPERTY	# of Units
<b>E. Henry Twiggs Phase I - Springfield MA</b>	<b>75</b>
437 Bay Street - Resident Resource Center	
36/38 Acorn Street	
19/21 Cambridge Street	
44 Cambridge Street	
109/111 Cambridge Street	
99/101 Cambridge Street	
118/120 Cambridge Street	
122 Cambridge Street	
19/21 Dawes Street	
43/45 Dawes Street	
47/49 Dawes Street	
74 Dawes Street	
17 Kenyon Street	
66/68 Kenyon Street	
225 Oak Grove Avenue	
32/34 Shattuck Street	
36 Shattuck Street	
66/68 Shattuck Street	
67/69 Shattuck Street	
86/88 Maynard Street	
9 Kenyon Street	
25/27 Kenyon Street	
31/33 Kenyon Street	
39/41 Kenyon Street	
49/51 Kenyon Street	
55/57 Kenyon Street	
101/103 Kenyon Street	
162/164 College Street	
167/169 College Street	
170/172 College Street	
177/179 College Street	
178/180 College Street	
185/187 College Street	
193/195 Collect Street	
255/257 College Street	



HOME CITY DEVELOPMENT, INC.

PROPERTY	# of Units
<b>E. Henry Twiggs Phase II - Springfield MA</b>	<b>61</b>
103/105 Albemarle Street	
7/9 Beverly Street	
18 Bristol Street	
24 Bristol Street	
49/51 Dearborn Street	
65/67 Dearborn Street	
49/51 Dunmoreland Street	
55/57 Dunmoreland Street	
14/16 Gunn Square	
20 Gunn Square	
42/44 Marlborough Street	
95/97 Marlborough Street	
41 Middlesex Street	
55/57 Middlesex Street	
56/58 Middlesex Street	
34/36 Norfolk Street	
55 Northampton Avenue	
75 Northampton Avenue	
109/111 Northampton Avenue	
150 Northampton Avenue	
170/172 Northampton Avenue	
55/57 Reed Street	
24/26 Rochelle Street	
124/126 Westford Avenue	
456 Wilbraham Road	
<b>Liberty Hill Townhouses – Springfield MA</b>	<b>88</b>
5 Nursery Street	
9-63 Nursery Street	
9-39 Halsey Street	
390-396 Franklin Street	
405 Franklin Street	
415 Franklin Street	
<b>Cross Town Corners</b>	<b>47</b>
91/93 Pine Street	
22/24 Winthrop Street	
116 Hancock Street	



130 Tyler Street	<b>HOME CITY</b>	
71 Adams Street		

**HOME CITY DEVELOPMENT, INC.**

<b>Tapley Court – Springfield MA</b>	<b>30</b>
221 Bay Street	
<b>Chestnut Crossing – Springfield MA</b>	<b>104</b>
275 Chestnut Street	
<b>New South Street – Northampton MA</b>	<b>18</b>
22-34 New South Street	
<b>Units Owned Grand Total</b>	<b>423</b>

9/2021

**HOME CITY DEVELOPMENT, INC.**  
**BOARD OF DIRECTORS – 2021**



**Atty. V. Van Johnson III, president**  
**Board member since 2010**

Van Johnson, a former sergeant in the Springfield Police Department, is currently a practicing attorney with Raipher, P.C. in Springfield. His practice focuses on business transactions and commercial and residential real estate.

Van brings to the board both legal expertise and an intimate knowledge of the Springfield community.

A graduate with honors from University of Massachusetts, Van holds both a master's degree and a juris doctorate from Western New England College. He is adept at legal research, writing and editing, and is a member of the Massachusetts Bar Association and the Real Estate Bar Association of Massachusetts.

Van began his career as a uniformed police officer in Springfield and later became a staff instructor, community policing sector commanding officer and a police sergeant in the Springfield Police Department. He has worked in the legal field since 2002. His pro bono activities include the Springfield Alumni Chapter and Northeastern Province of Kappa Alpha Psi Fraternity, and he serves as president of the Kappa Foundation of Greater Springfield, Inc.



**Tom McColgan, vice president**  
**Board member since 2009**

Tom is a vice president for commercial real estate at TD Bank, where his work is almost exclusively focused on low-income housing and new market tax credits.

Formerly the director of housing and economic development for the City of Springfield, Tom has more than 35 years of real estate development and lending experience. In addition to the Home City Development board, he currently serves on the Way Finders (formerly HAPHousing) board of directors and is chairman of the board for Hampden Affordable Housing, Inc. / Liberty Crossing. Over the past three years, he has worked with Home City Development senior management and board leadership as a sounding board for real estate development. He is interested in continued service on a development committee.





**Andrew Balder, MD**  
Board member for more than 14 years

Dr. Balder is an internist working in community health with a strong interest in homelessness, community development and services to the poor. Board certified in internal medicine and pediatrics, he is former medical director for the Mason Square Neighborhood Health Center and senior medical director for the Boston Medical Center HealthNet Plan in Springfield.

Dr. Balder received his medical degree from the University of North Carolina at Chapel Hill. In addition to the Home City Development board, Dr. Balder has contributed long service on the boards of the Pioneer Valley Free Health Service and the Holyoke-Chicopee-Springfield Head Start. He comes to our board with an intimate knowledge of the Mason Square neighborhood in Springfield and the delivery of social services in that area. His skills also include staff development, community development, and tenant services.



**Loleta Collins**  
Board member since 2016

Currently a Real Estate Representative with BKaye Realty in Springfield, Loleta was previously the Manager of Resident Services, Resident Assistance Office at Springfield Housing Authority and brings to our

Board 20 years of experience and progressive success in various aspects of non-profit and government funded programs. She has worked to engage the community and business professionals on the advantages of homeownership amongst low-income populations and has managed various projects designed to help families eliminate barriers to becoming economically self-sufficient.

Loleta has a keen knowledge of working in systems in accordance to federal regulations and guidelines. She served as representative of inter-agency and intra-agency collaborator and coordinator at senior levels of policy and program development at DTA and DHCD.

Loleta received her certificate in Hospitality from the University of Massachusetts as well as an Associate Degree in Mental Health from North Shore Community College.



**Chris Sugrue**  
Board member since 2018

Chris brings 18 years of commercial lending experience as well as commercial real estate transactions to the board. He is currently the vice president of commercial lending at bankESB, previously at TD bank.

Chris began his career as a boarding officer with the United States Coast Guard. He has volunteered with numerous local community groups including Big Brother Big Sister, American Cancer Society, and the Holyoke boys & Girls Club and was the past treasurer of the Holyoke Chamber of Commerce.

Chris received his Bachelor of Science from Skidmore College with a concentration in accounting and finance. He has had numerous leadership and other military training focusing on group morale.



**Kyle Callender**  
Board member since 2018

Kyle brings his expertise in the building industry to the HCDI board. He has been the primary owner of a local for-profit building company in Western Massachusetts for almost ten years.

A Springfield native and active community member, Kyle believes that investing in local real estate is a critical tool for Springfield's economic growth. Kyle gives back to the community as an academic administrator, coach, and an adviser for underserved urban youth. His philanthropic endeavors extend the community through his service to local ministries/ community groups.

Kyle has served in various capacities since childhood and currently volunteers to numerous local community cornerstones for the Western MA Community.



David Maynard  
Board member since 2019

Since 2017, David has served as Assistant Vice President-Workout Officer Upper Business Banking at Santander Bank, N.A., managing accounts that have adverse risk ratings, stabilizing over \$50 million in outstanding loan balances.

Prior to that, David worked in Credit at both Santander and TDBank, analyzing a diverse portfolio of loans and acquiring significant experience in financial restructuring, Asset Based Lending, Commercial Lending, Non-profit Lending and Hypothecation loans. He received his Bachelor of Science at Bentley University in 2003.

David currently serves as Board Chairman of the Association of Black Business & Professionals, Board Member of the Library Foundation and Library Commissioner for the City of Springfield. A lifelong resident of Springfield, David is committed to bringing his expertise in real estate finance to serve the community with quality, affordable housing.



Rev. Dr. Karen L. Walker  
Board member since 2019

Born and raised in Springfield, Karen worked as a volunteer and as a professional, working to improve the quality of life for the City's residents. She currently serves as Vice President of Development for Ascentria Care Alliance. Previously, Karen served as the Executive

Director of Advancement for Quinsigamond Community College in Worcester, respectively. She is also Adjunct Professor of Comparative Religion and Ethics at Quinsigamond. Formerly the Vice President of Program Operations at Martin Luther King Family Services in Springfield, Karen provided high quality services to approximately 500 children, families, and adults in Springfield.

Her substantial community service included membership on several non-profit boards in Springfield, including United Way, Springfield College President's Community Advisory Board, Sisters of Providence Health Systems, Partners for a Healthier Community, Mason Square Weed and Seed Community Coalition, among others.

Karen is a tireless advocate for those who have been marginalized or neglected. Her passion and commitment combined with thoughtful and practical problem-solving skills make her an excellent addition to the Home City Board.



**Malissa Naylor**  
Board member since 2019

A lifelong resident of Springfield. Malissa is the VP Relationship Manager, New Valley Bank & Trust. Previously, Karen worked as Vice President, Banking Center and Business Development Officer for Webster Bank, respectively.

In her 15 years in banking, Malissa has learned to assess risks, review business plans, study market trends, and analyze financial statements. Her current duties also include training and coaching for new and current employees.

As a member of the Diversity and Inclusion Committee at Webster Bank, she supports diversity in all realms of leadership within the organization. She is eager to continue to advocate, educate and work for the benefit of emerging leaders, seeking to contribute meaningfully to the community and the upcoming generation of leaders.

Malissa received her Bachelor of Science in Business Administration at Western New England University—College of Business. She is also a Licensed Real Estate Professional. Her community service has included membership on various boards, including the Board of Directors of the Springfield Young Professionals Association, Greater Springfield YMCA, and the East Longmeadow Lions Club, as well as service to Holy Redeemer Cathedral and Vision Intervention Technology Academic Learning Center (VITAL). Malissa has a strong desire to give back meaningfully to the community she is from.



**Vanessa Otero**  
Board member since 2021

Vanessa currently is Interim Director for Healing Racism Institute of Pioneer Valley and Director for Urban Education Initiative in Northampton, MA.

Previously, Vanessa worked for 9 years for Partners for Community as Chief Operating Officer (formerly Deputy Director). Vanessa holds a master's degree from the University of Massachusetts. She serves on many boards, Chair of Springfield Water and Sewer Commission, Massachusetts Department of Transportation Board of Directors and Governor's Latino Advisory Commission.



**Beverly Bates**  
Board member since 2021

Bev has been in housing and community development for more than 40 years. She recently retired as Executive Vice President at The Community Builders, one of the largest non-profit, urban developers of affordable and mixed-income housing in the country, after 35 years there. Most recently, Bev managed a team of 65 professionals were responsible for designing, financing, and constructing housing communities in fifteen states and the District of Columbia.

Before joining TCB, Ms. Bates worked at Brightwood Development Corporation in the North End neighborhoods of Springfield, MA. She also worked as an investment officer for the Massachusetts Community Development Finance Corporation and as a program manager for the Massachusetts Executive Office of Communities and Development. Bev was born and raised in Western Massachusetts and is a graduate of Springfield College with a degree in community leadership and development.

Ms. Bates has been active on numerous community and nonprofit boards throughout her life. In March of 2020, Bev was inducted into the AHF Affordable Housing Hall of Fame which was created in 2006 to “pay tribute to the pioneers who have advanced the cause of affordable housing and made lasting contributions to the industry.”



HOME CITY DEVELOPMENT, INC.

**STAFF LISTING**

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**Tom Kegelman, Executive Director**

Phone 413-785-5312, ext. 101

Cell 413-531-8144 | Fax 413-328-7212

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**Peter A. Serafino, Director of Real Estate Development**

Phone 413-785-5312, ext. 102

Cell 413-387-8039

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**Jasper McCoy, Project Manager**

Phone 413-785-5312, ext. 111

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**Tia Altman, Administrative Services Manager**

Phone 413-785-5312, ext. 120

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## HOME CITY DEVELOPMENT, INC.

### STAFF PROFILES



Thomas Kegelman  
Executive Director

Tom joined Home City Development in May 2009, assuming the role of executive director, and was charged with the mission of strengthening the nonprofit organization and preparing it for growth through development activities. He holds a master's degree in city planning from the Massachusetts Institute of Technology in Cambridge. His previous experience includes:

**Community Builders, Development Staff** Tom worked with The Community Builders from 1993 to 2009, and as senior project manager assumed responsibility for sizeable projects:

**HUD Section 236 Sale and Refinancing** As a consultant to the inner-city community development corporation of Nueva Esperanza, Inc. in Holyoke, MA, Tom managed a 127-unit HUD Section 236 sale and refinancing and three Low Income Housing Tax Credit (LIHTC) rental projects, including 5,000 sf of commercial rental space. On one project he helped a tenant group purchase the defaulted mortgage on their building and foreclose on the landlord.

**Tenant Buyout through Title VI** In another tenant buyout, Tom helped a group of 190 tenants in Vernon, CT, take ownership of their property through the Title VI preservation program. He developed 96 units in two Section 202 elderly housing projects, managed a 200-unit LIHTC refinancing, and assisted in a 430-unit 236 decoupling with 4% bond financing.

**Hope VI Community Planning** Tom organized an intensive community planning program in Holyoke, facilitating dozens of meetings with public housing residents, community members and city officials. He then prepared a successful HOPE VI funding application for the Holyoke Housing Authority, managed master and subdivision plan development and production of the first phase of 50 rental units. He also managed two HOPE VI projects in New Brunswick, NJ.

**Redevelopment of Northampton State Hospital** Working closely with the Citizens Advisory Council, local city councilors, neighborhood residents and city officials, Tom oversaw the residential redevelopment of the Northampton State Hospital, including a 28-unit, mixed-income subdivision of for-sale homes, renovation of 33 rental units, new construction of 40 additional rental units, and the design and permitting of a 115-unit subdivision for mixed-income homeowner and rental housing.

**Community-based Nonprofit Corporations** Prior to joining The Community Builders development staff, Tom worked for 15 years with community-based nonprofit corporations.

**HAPHousing** As director of technical services, he oversaw a team of rehabilitation and weatherization specialists as well as the Section 8 Moderate Rehabilitation Program.

**The Community Builders, Management Division** Tom worked with the management division of Community Builders, rising to the rank of regional property manager before leaving to pursue a master's degree.



Peter A. Serafino  
Director of Real Estate Development

Peter joined Home City Development in the summer of 2019. Prior to joining Home City, Peter was a project manager in Real Estate Development at Way Finders for 10 years. There, he managed several major developments

with complex funding structures throughout Western and Central Massachusetts. In family housing he managed three developments creating 125 units total. In senior housing he managed a project to re-finance and rehabilitate 40 units, and an adaptive re-use of a historic building to complete 28 units. He also managed the construction of 70 studio/one-bedroom apartments with 2,500 square feet of retail space. These projects were completed using a variety of private and public funding sources including: State and federal Low Income Housing Tax Credits (LIHTC); state and federal Historic Rehabilitation Tax Credits, USDA 515 funds, HUD 233(f) financing, and many others.

From 2005-2008 Peter worked with The Community Builders as project manager primarily for a HOPE VI development of 127 rental apartments in Hartford, CT.

A native of Springfield, MA, Peter lived in Brooklyn, NY for 19 years. Peter holds a bachelor's degree with Individual Concentration (International Development) from the University of Massachusetts at Amherst.

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**Jasper McCoy**  
Project Manager

Jasper joined Home City Development in the summer of 2021. Prior to joining Home City, Jasper worked in Boston as a Design Coordinator at Stantec, a top tier global design and delivery firm. There, he assisted with several complex design strategies to implement projects in the Greater Boston area. He joins with a combined 8 years of experience in Architectural Design with a focus on Housing in Urban Contexts.

Previously, Jasper worked at ICON Architecture, as well as for the City of Springfield. At ICON Architecture, he managed the construction administration for an affordable townhome redevelopment in East Boston. At Stantec he handled the pre-design, phasing, and community outreach, for an affordable housing redevelopment in Charlestown.

A native of Springfield, Jasper lived and worked in Boston for 10 years prior to come back to his hometown. Jasper holds a Bachelor of Science degree in Architecture, as well as a Master of Architecture degree, both from Northeastern University.

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**Tia Altman**  
Administrative Services Manager

Tia Altman joined Home City Development in January 2020. Her responsibilities include assisting in the administrative support to the executive director and implementation of human resources programs and policies for staffing, compensation, benefits, employee relations, and training. Tia will be transitioning into the role of Administrative Services Manager position during 2020.

Tia has worked as the Executive Assistant at Springfield College as well as at American International College. She has a BA in liberal studies from American International College. Tia also graduated from the Women's Fund of Western Massachusetts, LIPPI (Leadership Institute for Political and Public Impact)

She is a commissioned notary public in the state of Massachusetts and has many years of executive-level administrative experience. Tia serves as the Board Secretary of the Pesce Family Foundation.

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## HOUSING MANAGEMENT RESOURCES, INC.

### **Experience – Organizational History**

Housing Management Resources, Inc. (“HMR”) incorporated in 2001 is a dynamic, full-service property management company whose approach is 'hands on' professionalism. Our philosophy is to set expectations high for each team member, and then to provide the training and support to foster success. We pledge to do this in accordance with our core values of Integrity, Respect, Enthusiasm, Accountability, Commitment, and Harmony. HMR manages more than 7,000 apartment homes spanning twelve states. The organization is headquartered in Quincy, Massachusetts.

As we grew, HMR responded to the increased requirements and diverse needs of mixed financed properties in multiple states by creating strong systems and training programs to ensure the properties were preserved and enhanced, and that they met or exceeded their performance goals.

HMR provides management agent services to for-profit, non-profit, community development corps, and cooperative owners.

Our established policies and systems ensure consistency while allowing us to remain flexible to address each property's specific needs. Creating community and enhancing value through attentive management is the cornerstone of our philosophy. Transparency, between sites, corporate staff, and owners, is achieved through sophisticated web-based software and accounting programs, regularly scheduled communication, and strict adherence to mandatory accounting practices. HMR Leadership consists of a cohesive, experienced team who understands how to approach the complexities of affordable housing. Our expertise encompasses Low Income Housing Tax Credits and the full range of HUD programs, including public housing management, with a special emphasis on the layering of funding programs.

HMR is fully committed to compliance with local, state, and federal Fair Housing Laws, as well as those mandated by HUD. In the provision of housing and other services, HMR does not discriminate or exhibit any preference or limitation based on race, creed, color, religion, national origin, gender, gender identity, marital or other family status, presence or absence of children, age, lawful source of income, familial status, physical or mental disability, or sexual orientation. Further, HMR is aggressive in informing applicants and residents of their rights to Reasonable Accommodations and Modifications and of the process by which these requests are considered. HMR has implemented a comprehensive and on-going staff training program to ensure strict adherence to fair housing.

HMR Facilities Management department is led by the Vice President of Facilities Management and a team of Regional Maintenance Managers that are knowledgeable in property management systems, construction, and regulation. This experienced team is able to evaluate, create and execute innovative and effective capital plans.

HMR works to preserve and enhance existing affordable housing, overseeing the transition and transformation of several developments from their previous state as deteriorated properties to vital, communities with actively engaged residents.

HMR has extensive experience with mixed finance properties and is responsible for the successful rent up timely delivery of credits to investors. Ongoing reviewing and reporting to investors, owners and agencies on property and portfolio performance is the key to our successful management relationships.



## ArchitectureEL, Inc.

264 North Main Street  
Suite 2  
East Longmeadow, MA 01028  
T 413-525-9700  
F 413- 525-9710  
www.ArchLifeInc.com

### NAICS

541310  
541340  
541350  
541410

### Licensing

MA License #9618  
CT License #ARI.0012117

DUNS: 045636973

## Business Summary

ArchitectureEL, Inc. is a Western Massachusetts architectural firm located in East Longmeadow which provides complete architectural, planning, code analysis, and sustainable design services. Founded by Kevin Rothschild-Shea, AIA, in 2008, ArchitectureEL has a diverse portfolio of outstanding housing, government, community, adaptive reuse, education, industrial, and commercial projects. ArchitectureEL employs the Integrative Design Team and Integrative Design Process method of design and building to assure the most responsive, accurate and cost-effective outcome for each client.

## Company Capabilities

- Architecture, Programming, Design and Master Planning
- Interior Design, Furnishings, Fixtures and Equipment
- Existing Building Evaluation
- Building Renovation and Adaptive Reuse
- Documentation of Existing Conditions
- Building Code Compliance Analysis and Design
- Project Management and Contract Administration
- LEED, LID, and Sustainable Design
- Registration in MA, CT; others through NCARB

## Facilities and Technical Assets

ArchitectureEL is located in East Longmeadow, MA, with 7 staff members in-house; Projects are produced on Adobe Creative Suite; BlueBeam, Microsoft Office; platform Specifications Software. The firm distributes construction contract drawings, specifications, and bid packages via Ricoh C4503 high speed B&W printer and large format HP Design Jet plotter. Data is managed via a LAN network with RAID-5 local and offsite backup. Project information is available for access remotely via cloud technology.

## Expertise

**Kevin Rothschild-Shea, AIA, NCARB, President:** Over 30 years of experience in the architectural practice, with expertise in residential and multi-family housing, adaptive reuse, education and childcare, commercial, industrial, and energy efficient design.

**Richard C. Morse, LEED BD&C:** 30 years of experience in architecture, software and building systems, with experience focused on sustainability, education, housing, hospitality, and municipal projects.

## Firm background and Qualifications



Architecture EL, Inc. was founded in 2008 in the spirit of producing fine architecture responsive to the client's needs. With more than 27 years professional experience we confidently manage the smallest to largest projects. From design conception, through construction, to final occupancy; we carry the values we share into the design of useful, enduring, and attractive buildings. Commercial or Residential, new or old, large

or small, we'll create the space needed to succeed.

Each project strives to protect our resources and provide comfortable energy efficient buildings. AEL's design solutions encourage the use of local materials, minimal waste, and encourage the conservation of resources. The buildings envelope, its orientation, and electrical and mechanical systems work together to ensure energy is conserved throughout the process.

Our award-winning work includes residential, commercial, medical, and manufacturing programs; including new construction and substantial renovation. Our partnership project alongside The Community Builders for Lyman Terrace in Holyoke, MA has won a 2021 Charles L. Edson Tax Credit Excellence Award in the HUD Preservation category. Our New Valley Bank project in Springfield, MA has also won AEL a Citation Award with the Western Mass Chapter of the American Institute of Architects. We have experience building with steel, masonry, and wood frame to meet the needs the project. Professional services can be tailored to include landscape architecture and civil engineering, as well as structural, electrical, mechanical, plumbing and fire protection.

Design services extend beyond traditional design work to existing conditions measurement and surveys, BOMA certified area calculations, space and program needs analysis, and illustrations. We are prepared to provide drawings and specifications ready for competitive bidding, or work with a preferred contractor on a design-build basis. The design team for each project is assembled specific to the needs of each project. As a member of the American institute of Architects, all documents and contracts can be prepared utilizing respected and concise AIA documents.



Graduating with a degree in Architecture from Roger Williams University in 1990, Kevin Rothschild-Shea has been practicing in the field for over 30 years.

Kevin is licensed in Massachusetts and Connecticut, and holds membership with the National Council of Architectural Registration Board and the American Institute of Architects. He has served Wilbraham Historic District Study Committee and the Springfield Day Nursery Board of Directors.

After 18 years working for a local firm specializing in housing projects, Kevin founded ArchitectureEL Inc. in 2008. With a strong foundation in Multi-Family Residential projects; ArchitectureEL has extensive experience and the expertise to perform renovations to existing buildings as well as new construction.

## EMPLOYMENT

### Architecture EL, Inc.

264 North Main St, Suite 2  
East Longmeadow, MA 01028  
*President, Architect, 2008-present*

Carlson & Schmitt Architects, Inc.  
Agawam, MA  
*Associate, Architect, 1990-2008*

### TITLE: President, Architect

Director or Design, Development and Quality Assurance  
Chief Financial Officer  
Energy Efficient Design, and Building Envelope Specialist  
ADA/AAB Accessibility Solutions and Standards

## EDUCATION

Roger Williams University  
Bristol, RI  
Bachelor of Architecture, 1990

University of Bridgeport  
Bridgeport, CT  
Liberal Arts, 1985

## REGISTRATIONS

Commonwealth of Massachusetts Registration #9618  
State of Connecticut Registration #12117  
National Council of Architectural Registration Boards Certificate #50328

## PROFESSIONAL AFFILIATIONS

American Institute of Architects, Western Massachusetts Chapter  
Springfield Day Nursery, Board of Directors 1998 to 2000  
Springfield Day Nursery, Property Committee Chair 1998 to 2000  
Wilbraham Historic District Study Committee, Member 2001 to 2007  
Wilbraham Historic District Study Committee, Secretary 2001 to 2002  
Wilbraham Library Study Committee, 2001 to 2004

## AWARDS

Charles L Edson Tax Credit Excellence Award in HUD Preservation, 2021  
WMAIA Citation Award, 2020  
Published: *Architecture* August 1989  
Beijing Cultural Center Design Competition

## EMPLOYMENT

### Architecture EL, Inc.

264 North Main St, Suite 2  
East Longmeadow, MA 01028  
*Architect, 2011-present*

Gilley Design Associates - Architects, LLC.  
Bristol, CT

*Associate, Project Manager, 2003-2010*

- Led and supported small design teams in design, project development, and execution of construction
- Collaborated with designers, consultants and contractors to create attractive and innovative designs
- Drafted and developed complete construction documents for residential and commercial projects
- Created artistic sketches and architectural renderings using multiple media platforms
- Researched and produced drawings related to life & safety, state & local codes, and ADA accessibility
- Generated feasibility studies, lease occupancy documents, and tenant fit-out drawings
- Answered RFI's, reviewed shop drawings, and developed logging systems

Gilley-Hinkle Architects  
Bristol, CT

*Associate, 2001-2003*

## EDUCATION

Syracuse University  
Syracuse, NY  
Bachelor of Architecture, *Cum Laude* 2000

Wentworth Institute of Technology  
Boston, MA  
Associate in Architectural Engineering & Technology, *Cum Laude* 1996

## REGISTRATIONS

State of Connecticut Registration #13570

## PROFESSIONAL AFFILIATIONS

American Institute of Architects, Connecticut

## AWARDS

Charles L Edson Tax Credit Excellence Award in HUD Preservation, 2021  
WMAIA Citation Award, 2020  
Ferguson Shamamian & Rattner Award, 1999  
Published: *Classical Architecture of the Twenty-First Century - An Introduction to Design* 2004

## EMPLOYMENT

### Architecture EL, Inc.

264 North Main St, Suite 2  
East Longmeadow, MA 01028  
*Project Manager, 2016-present*

Windigo Architecture, LLC.  
Morristown, NJ  
*Project Manager, 2014-2016*

DTC, Inc.  
Hamden, CT  
*Project and Sustainability Manager, 2008-2014*

## EDUCATION

Roger Williams University  
Bristol, RI  
Bachelor of Architecture, 1990

University of Connecticut  
West Hartford, CT

University of Hartford  
West Hartford, CT

## REGISTRATIONS

LEED Accredited Professional for Building Design & Construction, 2009-present

## PROFESSIONAL AFFILIATIONS

National Institute of Building Sciences  
U.S. Green Building Council

## AWARDS

WMAIA Citation Award, 2020  
Shinkenjenku Citation Award, Japan, 1994





# *Henry General Contractors, Inc.*



*Capability Statement  
Town Home Development Gemini Site Project*

*Prepared For: Thomas P. Kegelman*



*57 Observer St. Springfield, MA 01104  
Office: 413-301-5655  
Fax: 413-301-8308  
[www.henrygeneralcontractors.com](http://www.henrygeneralcontractors.com)*



# Henry General Contractors, Inc.



February 15, 2021

Thomas P. Kegelman  
Executive Director  
Home City Development, Inc.  
261 Oak Grove Ave.  
Springfield, MA 01109

## **Capability Statement: Town Home Development Gemini Site Project**

Dear Thomas,

Thank you for the opportunity to allow Henry General Contractors, Inc. to submit our capabilities to you and Home City Development, Inc. for the Town Home Development Project located at the Former Gemini Site in Springfield, MA. Henry General Contractors, Inc. was founded by Brian Henry in 2002, with the goal to build a sought-after reputable construction company. HGCI is a minority owned small business certified by the Commonwealth of Massachusetts Supplier Diversity Office and has been accepted into the U.S. Small Business Administration 8(a) Business Development Program. HGCI is located at 57 Observer Street Springfield, MA. We are a full service commercial, residential, and site contractor with the proven ability to successfully perform and complete government, public, and private construction projects. We excel at historical preservation & restoration projects, challenging and/or specialized renovations, new construction, sitework, Design/Build, and demolition projects. HGCI has a core group of professionals and craftsmen who understand that a project is not complete until the customers' needs are met.

Between the project managers and craftsmen at Henry General Contractors, Inc. we have over 50 years of construction industry experience. HGCI has completed projects ranging from single family homes, commercial interior and exterior renovations, historical preservations and renovations. We have completed many projects and have an extensive history with the National Park Service, Air National Guard, US Air Force, General Service Administration, United States Army Corps of Engineers, US Housing, US Fish and Wildlife, and many other agencies. Our business model is based on the forming of mutually beneficial partnerships with all of our clients with an unwavering commitment to customer satisfaction. It is our goal to perform as much of the work with our own forces as possible while making sure that we employ qualified subcontractors for specialized trades.

Henry General Contractors typically self performs many construction activities throughout the course of the project. We have a skilled labor and workforce which allows us to self-perform demolition, rough and finish carpentry, concrete flatwork, siding & roofing, and painting. HGCI has a full-time equipment operator on staff, which also permits us to self-perform minor site and excavation work. Each project will be evaluated to determine the scope of the self-performance. It is our goal to self-perform as much of the contract as possible but always maintaining the contractually self-performance percentages. Having the ability to self-perform key activities gives, HGCI the ability to maintain a more aggressive construction schedule and better-quality control of the project. We at Henry General Contractors, Inc. take safety very seriously. We have an excellent accident prevention record. For the past three years our EMR rate is an .92, which is below the national average of 1.0 for other companies performing the same type of work.

HGCI currently has active construction projects throughout New England. We have a deep pool of skilled, responsive, and highly professional subcontractors, all with experience with federal construction projects. The core group of these subcontractors include masonry, asphalt paving, excavation, utility installations, electrical including data and low voltage, mechanical including HVAC controls, plumbing, rough and finish carpentry. All of our subcontractors are awarded subcontracts based on their past performance and area of expertise. Our sub-contractors have been and are willing to travel throughout New England to all of our project locations.

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# Henry General Contractors, Inc.



Our project managers combined, have over 50 years of construction experience ranging from Historic Renovations and preservation projects, Design Build projects, residential construction, to large multi-million-dollar government contracts. We have completed many government projects for the US Army Corps of Engineers, National Park Service, US Navy, US Air Force, General Service Administration, and US Housing. Each Project Manager has the skill and knowledge to provide both detailed cost estimates and manage the project from start to finish. All Project Managers have years of experience with Federal construction requirements, regulations, administrative and F.A.R. requirements. All have excellent communicative skills and are very computer literate skilled in Excel, Word, MS Project as well as many other applications and programs.

Our project superintendents have over 40 years of construction experience. On-Site superintendents have certificates of completion and training in various disciplines including, excavation, trench excavation, scaffolding, Site Safety Assessment, Lead in Construction, Confined Space Training and Hazardous Materials Awareness training, Massachusetts licensed superintendent, 30-hour OSHA, USACE 24 Hour Fall Protection, USACE Quality Control Certification, and Certified Environmental Specialist. All of our superintendents have experience successfully completing and managing Site Work and Historic Preservation projects, multi-million-dollar interior and exterior renovations, building security upgrades, and many projects in high security installations.

Communication along with project preparation is the key to successfully managing and maintaining an aggressive project schedule. Our subcontractors are provided with the project schedule showing the critical path, construction milestones, along with due dates for the required submittals and onsite performance dates. All of our subcontractors are required to attend our weekly project meetings. Meeting minutes will be taken and distributed to the subcontractors, and the owner's personnel. The meeting minutes will include attendance, project percent completed, remaining contract percentage, modifications, RFI's, progress work, deficiencies, corrections required, and any safety issues.

An important factor into the proposed flow and control of work is the Preparatory Meeting that is scheduled and held with the associated subcontractor prior to the state of their particular trade on site. The preparatory meeting will be organized and managed by HGCI Superintendents and Quality Control Managers. During this preparatory meeting, a full review of the approved submittals, means and methods, quality requirements, and controls for such, will be conducted. This review includes a step-by-step examination of the schedule, AHA's, Hot Work (if required), utility outages process, and material review. Safety procedures and protocols will be reviewed, based on EM385 Safety Manual and OSHA 29 CFR 1926 guidelines and requirements. Each project will have a Site Safety and Health officer with authority to stop and shut down the project until any and all safety concerns are addressed and corrected. The SSHO will review all safety requirements with each subcontractor at the Preparatory meeting to insure all parties are aware of these requirements.

Please see below a brief description of completed projects HGCI has performed that accurately demonstrates our experience & ability.

1. Masonry and Canal Lighting repairs at the Lowell National Historical Park located in Lowell, MA. This project was completed for the National Park Service between August 2, 2016 thru October 16, 2017 and the contract total was \$675,642.00. Henry General Contractors was the prime contractor. Agency point of contact is Frank Camacho, 303-969-2344 or [frank\\_camacho@nps.gov](mailto:frank_camacho@nps.gov). This project consisted of Historical Masonry Repairs including repointing and crack reinforcement to the Pawtucket and Guard Locks Gatehouse. Also, part of this contract was to replace 16 existing Boott Mills Canal Way Light poles and fixtures. The replacement light pole assembly and fixtures were Historically accurate replicas. All work was performed in a public setting and extreme care was taken to minimize closures to the public.

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# Henry General Contractors, Inc.



2. Renovations of Building 1610 located at the Westover Air Reserve Base in Chicopee, MA. Project was completed for the US Air Force between September 26, 2018 thru March 1, 2019 and the contract total was \$968,295.00. Henry General Contractors was the prime contractor. Agency point of contact is Ewa Gosselin, 413-557-2828 or [ewa.gosselin@us.af.mil](mailto:ewa.gosselin@us.af.mil). This project was for the interior renovations and incidental work. This project incorporated the installation of temporary walls to confine work space from occupied spaces within the building. Select furnishings were relocated to another building, with additional select furnishings stored and protected for future use. Faux walls were demolished in entirety, while maintaining acoustical ceilings and floorings in areas beyond the renovated space. New painted drywall partitions along with new doors, frames, and hardware were installed with full MEP coordination. Carpet and tile were installed as new flooring finishes. Acoustical ceiling and tile were installed as specified. All new architectural millwork and countertops were installed in the bathroom, kitchenette, and map room. The building HVAC system was reconfigured to capture the new layout and the controls were returned to the building requirements, repairing any issues with the entire building.
3. Design Build Repair West Side HVAC Building 1., located at the Connecticut Air National Guard Base, in East Granby, CT. Project was completed for the CT Air National Guard between December 13, 2018 thru July 23, 2019 and the total contract price was \$821,578.00. Henry General Contractors was the prime contractor. Agency point of contact is David Surprenant, 860-292-2596 or [david.m.surprenant.mil@mail.mil](mailto:david.m.surprenant.mil@mail.mil). This project was a design build project to replace the steam boiler, fan coil units, all associated piping to upgrade from a two-pipe system to a four-pipe system. All new DDC controls where installed to integrate the new HVAC system into the existing BMS system. Project consisted of new highly efficient gas fire boilers, new circulating pumps, new fan coil units & unit heaters, new glycol feed pumps and holding tanks, new makeup air handlers, all associated pipe and accessories, and new controls. Project was performed and completed in an occupied hangar with occupied office spaces throughout.
4. USDA Otis Pest Survey Detection & Exclusion Lab Buildout located at the Ortis ANGB in Buzzard Bay, MA. Project was completed for the USDA between September 26, 2018 thru December 30, 2020 and the contract total was \$6,134,026.00. Henry General Contractors was the prime contractor. Agency contact is James Roloff, 612-336-3223 or [james.g.roloff@usda.gov](mailto:james.g.roloff@usda.gov). This project was completed in two phases. **PHASE 3A:** Work includes furnishing all labor, materials, and equipment to complete construction of the Otis Pest Survey Detection and Exclusion Lab. Work includes demolition of existing maintenance garage and storage area. Demolition materials include electrical, plumbing, mechanical inferred heating systems, masonry walls, gypsum board assemblies, overhead garage doors, and window systems. Project include new structural steel framing members to create an elevator platform to install all the new laboratory mechanical equipment above the laboratory working spaces. This structural platform included new walls and gypsum board to create new laboratory work space. Concrete floor was cut to install new under slab plumbing sewer and floor drainage systems. The existing fire protection system was modified to working the new layout above the laboratory space and a new fire sprinkler system was designed and installed in the new lab space. All new mechanical system installed which included 2 new boilers, 2 large Energy Recover Units, ductwork, new DDC Control system to operate new lab mechanical systems and air compressor. New Lab Equipment including Environmentally Controlled Rooms, laboratory dishwasher, Fume Hoods, and new metal clad laboratory casework and countertops. All new electrical, fire alarm, and telecommunications systems installed. Architectural features included new curtain wall, painting, epoxy floor finishes with integral cove base, cast in place concrete slabs for new energy recovery unit's, boiler pads, and exterior ductwork support structures. The new mechanical systems included full TAB and Commissioning. The commissioned systems included Air Curtains, Boilers, Energy Recovery units, Exhaust Air Valves, Exhaust air valves, Exhaust Fans, Pumps, Reheat coils, Roof Top Air Handlers, Supply Air Valves, VAV boxes, and Fume Hoods. **PHASE 3B:** Work includes the demolition and disposal of the existing pest laboratory to convert the space into conference rooms and offices. This project includes demolition of existing laboratory space to include the existing wood framed platform housing the existing lab mechanical equipment, electrical, HVAC, plumbing, DDC controls, telecommunications, fire protection and alarm, acoustical ceilings, and flooring finishes. New work consists of gyp board assemblies, new

# Henry General Contractors, Inc.



acoustical ceilings, new electrical & telecommunication systems, painting, floor finishes, doors, frames, and hardware, and an operable wall partition.

5. Repair Control Tower located at Westover Air Reserve Base in Chicopee, MA. Project was completed for the US Air Force between September 29, 2019 thru September 17, 2020 and the total contract price was \$1,163,026.00. Henry General Contractors was the primer contractor. Agency contact is Ewa Gosselin, 413-557-2828 or [ewa.gosselin@us.af.mil](mailto:ewa.gosselin@us.af.mil). This project work includes the design and installation of insulated metal wall panels over approximately 6,640 square feet of existing building exterior from the third-floor level to the ninth-floor level of the Westover Control Tower. Also included was the replacement of all existing exterior sealants at the joints of the existing pre-cast/masonry panels. All existing window seals were also replaced. Exterior lighting fixtures were replaced with new LED lighting fixtures. A completely new fire alarm system was installed and commissioned along with a new activated damper control to pressurize the stairwell in the event of a fire. Incidental work of cutting and patching drywall and painting was required.

## **Please see the company profile below.**

- Address: 57 Observer St. Springfield, MA 01104
- Phone: 413-301-5655 Fax: 413-301-8308
- Website: [www.henrygeneralcontractors.com](http://www.henrygeneralcontractors.com)
- Business Type: Prime General Contractor
- Duns #: 129369125
- Cage Code: 134WJ3
- Federal Certifications: SBA 8(a), Small Business, SDO MBE
- Bonding Capacity: Single Project \$15,000,000 Aggregate \$25,000,000

I want to take this time and thank you Thomas, for considering us for this contract. Feel free to call or write us for any additional information.

Sincerely,

*Brian Henry*

Brian Henry  
President

[brian@henrygeneralcontractors.com](mailto:brian@henrygeneralcontractors.com)

57 Observer Street, Springfield MA 01104  
Phone: 413-301-5655 Fax: 413-301-8308  
[www.henrygeneralcontractors.com](http://www.henrygeneralcontractors.com)

Henry  
General  
Contractors, Inc.



## **EXHIBIT A:**

Completed Past Projects



## Completed Past Projects

Project Title	Contract No.	Owner	Contract Contact	Amount	Start	End
USDA Pest Containment Lab Upgrades Otis ANGB Buzzards Bay, MA	12639518C0091	USDA APHIS 250 Marquette Ave. Minneapolis, MN 55401	James Roloff 612-336-3223	\$6,134,026.00	9/26/2018	12/31/2020
Solar Array Installations NRB & Hop Brook Lake Offices Middlebury, CT	W912WJ18P0178	U.S. Army Corps of Engineers 696 Virginia Road Concord, MA 01742	Jennifer Samela 978-318-8324	\$242,327.00	9/27/2018	9/19/2019
Hellcat Trail Boardwalk Replacement Parker River National Wildlife Refuge Newburyport, MA	140F0519C0033	U.S. Fish & Wildlife 300 Westgate Center Drive Hadley, MA 01035-9589	Laura Conant 413-253-8389	\$3,296,442.00	9/12/2019	12/31/2020
Rehabilitate Various Roadways and Parking Areas Gateway National Recreation Area Highlands, NJ	140P2019C0073	National Park Service 12795 W. Alameda Parkway Denver, CO 80225-0287	Albert O'Mara 303-969-2056	\$3,019,318.00	9/20/2019	7/17/2020
Install Bicycle Safe Crossing Cape Cod National Seashore Eastham, MA	140P2019C0063	National Park Service 12795 W. Alameda Parkway Denver, CO 80225-0287	Dale Brown	\$663,743.00	9/19/2019	6/30/2020
Pickering Wharf Fence Replacement Salem Maritime NHS Salem, MA	140P4320P0054	National Park Service Charlestown Navy Yard, Bldg. I-1 Boston, MA 02129-4543	Todd Scola 508-957-0709	\$36,340.00	9/19/2020	12/31/2020
Repair Control Tower B7068 Westover ARB Chicopee, MA	FA660619CA017	439 CONF/PK 250 Airlift Dr. Westover ARB, MA 01022	Ewa Gosselin <a href="mailto:ewa.gosselin@us.af.mil">ewa.gosselin@us.af.mil</a> 413-557-2828	\$1,163,026.00	9/29/2019	9/24/2020
Repair Airfield Pavement, Crack Sealing Westover ARB Chicopee, MA	FA660619CA007	439 CONF/PK 250 Airlift Dr. Westover ARB, MA 01022	Ewa Gosselin <a href="mailto:ewa.gosselin@us.af.mil">ewa.gosselin@us.af.mil</a> 413-557-2828	\$236,462.00	7/26/2019	11/7/2019
Replace Septic Pipe North Hartland Lake Hartland, VT	W912WJ19P0122	U.S. Army Corps of Engineers 696 Virginia Road Concord, MA 01742	Travis Dancewicz <a href="mailto:travis.h.dancewicz@usace.army.mil">travis.h.dancewicz@usace.army.mil</a>	\$84,281.00	9/27/2019	7/1/2020
Replace East & West Abutment Roofs Stamford Hurricane Barrier Stamford, CT	W912WJ19C0028	U.S. Army Corps of Engineers 696 Virginia Road Concord, MA 01742	Lisa Belisle 413-800-5523 <a href="mailto:lisa.m.belisle.CPT@usace.army.mil">lisa.m.belisle.CPT@usace.army.mil</a>	\$222,078.00	9/20/2019	7/14/2020
Gatehouse Roof Replacement Hop Brook Lake Middlebury, CT	W912WJ19P0116	U.S. Army Corps of Engineers 696 Virginia Road Concord, MA 01742	Lisa Belisle 413-800-5523 <a href="mailto:lisa.m.belisle.CPT@usace.army.mil">lisa.m.belisle.CPT@usace.army.mil</a>	\$54,097.00	9/26/2019	5/21/2020
Gatehouse Slate Roof Replacement Union Village Dam East Thetford, VT	W912WJ19P0111	U.S. Army Corps of Engineers 696 Virginia Road Concord, MA 01742	Heather Morse 802-295-2855 <a href="mailto:heather.l.morse@usace.army.mil">heather.l.morse@usace.army.mil</a>	\$185,410.00	9/18/2019	5/22/2020
Design Build 5th Floor DOT Office Ribicoff Federal Building	47PB0019C0011	General Service Administration 10 Causeway St. RM 1100	Phil Obrzut 860-616-1852	\$356,460.00	8/1/2019	3/24/2020

Hartford, CT		Boston, MA 02222	<a href="mailto:phillip.obrzut@gsa.gov">phillip.obrzut@gsa.gov</a>				
Building 1610 Renovations Westover ARB Chicopee, MA	FA660618C0007	439 CONF/PK 250 Airlift Dr. Westover ARB, MA 01022	Ewa Gosselin <a href="mailto:ewa.gosselin@us.af.mil">ewa.gosselin@us.af.mil</a> 413-557-2828	\$929,694.00	9/25/2018	3/1/2019	
Bike Traile Repairs Head of Meadows & OKH Trail Cape Cod, MA	140P2018C0081	National Park Service 12795 W. Alameda Pkwy Denver, CO 80225	Stephen Newton 303-969-2158 <a href="mailto:stephen_newton@nps.gov">stephen_newton@nps.gov</a>	\$2,216,354.00	9/19/2018	8/1/2019	
Historic Exterior Envelope Repairs Biddle Complex & Coast Guard Building Cape Cod, MA	140P4318C0070	National Park Service Charlestown Navy Yard Bldg. I-1 Boston, MA 02129	Todd Scola 508-957-0709	\$1,006,208.00	9/26/2018	8/12/2020	
Design Build HVAC System Bldg. 1 CT Air National Guard East Granby, CT	W91ZRS19C5002	CT Air National Guard 100 Nicholson Road East Granby, CT	David Surprenant 860-292-2596	\$821,578.00	12/13/2018	7/18/2019	
Cedar Shake Siding & Roofing Replacement CACO HQ Bldg., SPVC, Young House Cape Cod, MA	140P4318C0064	National Park Service Charlestown Navy Yard Bldg. I-1 Boston, MA 02129	Todd Scola 508-957-0709	\$612,837.00	9/17/2018	10/7/2019	
Gettysburg Waterline Replacement Gettysburg National Cemetery Gettysburg, PA	140P4218C0025	Naional Park Service 100 Biglerville Road Gettysburg, PA 17325	Karen Umstot 717-334-4838	\$511,919.00	8/22/2018	9/18/2019	
Parking Lot Pavement Replacement McMhaon & Ribicoff FB Harftford & Bridgeport, CT	47PB0018C0014	General Service Administration Thomas P. Oneill FB Room 1100 Boston, MA 02222	Phil Obrzut 860-616-1852 <a href="mailto:phillip.obrzut@gsa.gov">phillip.obrzut@gsa.gov</a>	\$387,817.00	9/18/2018	10/18/2019	
Roof and Gutter Replacements NRB & Hop Brook Lake Project Offices Middlebury, CT	W912WJ18P0177	U.S. Army Corps of Engineers 696 Virginia Road Concord, MA 01742	Sheila Winston <a href="mailto:shila.m.winston@usace.army.mil">shila.m.winston@usace.army.mil</a> 978-318-8159	\$76,337.00	9/27/2018	5/31/2019	
Avionics Overhead Door Replacement Barnes ANGB Westfield, MA	W912SV18C5006	104 FW/MSC 175 Falcon Dr. Westfield, MA 01085	Sarah Sinclair <a href="mailto:sarah.a.sinclair.mil@mail.mil">sarah.a.sinclair.mil@mail.mil</a> 413-572-1549	\$59,537.00	9/20/2018	4/30/2018	
Design Build Repair Bridges & Culverts Gettysburg National Military Park Gettysburg, PA	P16PC00231	National Park Service 12795 W. Alameda Pkwy Denver, CO 80225	Stephen Newton <a href="mailto:stephen_newton@nps.gov">stephen_newton@nps.gov</a> 303-969-2158	\$818,324.00	6/8/2016	10/5/2018	
Repair & Resurface Battle Road Trail Minuteman NHP Lexington, MA	P17PC00731	National Park Service 12795 W. Alameda Pkwy Denver, CO 80225	Victoria Nosal <a href="mailto:victoria_nosal@nps.gov">victoria_nosal@nps.gov</a> 303-969-2203	\$559,696.00	9/21/2017	11/14/2018	
Hudson Road Improvements Gateway National Recreational Area Sandy Hook, NJ	P15PC00588	National Park Service 12795 W. Alameda Pkwy Denver, CO 80225	Jason Watson <a href="mailto:jason_watson@nps.gov">jason_watson@nps.gov</a> 303-969-6743	\$1,018,430.00	9/22/2015	3/1/2018	

\* Please note this is a small snap shot of our past performance. A complete list can be provide upon request.



Henry  
General  
Contractors, Inc.



**EXHIBIT B:**

Small Business Administration 8(a) Certification Letter  
Supplier Diversity Office MBE Certification Letter



**U.S. SMALL BUSINESS ADMINISTRATION**  
WASHINGTON, D.C. 20416

April 11, 2014

Brian Henry, President  
Henry General Contractors, Inc.  
1464 State St.  
Springfield, MA 01109

Dear Mr. Henry:

Congratulations! Your firm has been certified as a Participant in the U.S. Small Business Administration's (SBA) 8(a) Business Development Program. Your nine (9) year program term begins on the date of this letter.

During participation in the 8(a) Business Development Program, you will receive business development assistance from an assigned Business Development Specialist in the Boston District Office located at 10 Causeway Street, Room 265, Boston, MA 02222. The telephone number is 617/565-5590.

Your firm will become eligible to receive 8(a) Business Development contracts after you submit a business plan using SBA Form 1010C and receive SBA's approval of the plan. We are sending a copy of this certification letter to the SBA Boston District Office. That office will send you the business plan form.

SBA requires that the 8(a) participant's President or Chief Executive Officer sign a Participation Agreement to show that he or she understands the conditions of 8(a) program participation. Please read the Agreement carefully, sign and date one copy and return it to the SBA Boston District Office at the address shown in the second paragraph above. The second copy is for your records.

Even though your firm's approved North American Industry Classification System (NAICS) Code is 236220, your firm may be awarded contracts under other NAICS Codes, as long as your firm is qualified to perform the required service or task. In this regard, please note that contracts awarded under 8(a) Business Development Program authority generally result from the self-marketing efforts of participating firms. While your firm's acceptance into the 8(a) Business Development program is not a guarantee of contract support, SBA will make every effort to assist you in your marketing efforts.

I welcome you as an 8(a) Business Development Program participant and wish you every possible success.

Sincerely,

Darryl K. Hairston  
Associate Administrator



**OPERATIONAL SERVICES DIVISION**  
SUPPLIER DIVERSITY OFFICE

**THE COMMONWEALTH OF MASSACHUSETTS**  
Executive Office for Administration and Finance  
**OPERATIONAL SERVICES DIVISION**  
One Ashburton Place, Suite 1017  
Boston, MA 02108-1552

Charles D. Baker  
Governor  
Karyn E. Polito  
Lieutenant Governor  
Michael J. Heffernan  
Secretary  
Gary J. Lambert  
Assistant Secretary for  
Operational Services

December 14, 2017

Mr. Brian Henry  
Henry General Contractors, Inc.  
57 Observer Street  
Springfield, MA 01104

Dear Mr. Henry:

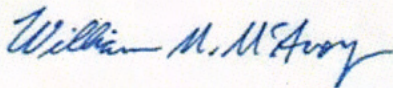
Congratulations! Your firm has been renewed as a minority business enterprise (MBE) with the Supplier Diversity Office ("SDO") under the business description of FINISHED CARPENTRY, NEW CONSTRUCTION AND REMODELING OF RESIDENTIAL AND COMMERCIAL PROPERTIES, FRAMING; SITE EXCAVATION, CURBING, LANDSCAPING; TRANSPORTATION OF CONSTRUCTION MATERIALS, GRAVEL, LOAM, ASPHALT AND FILL. Your firm will be listed in the SDO Certified Business Directory and the Massachusetts Central Register under this description. **This letter serves as the sole proof of your SDO certification.** Your designation as a MBE is valid for three (3) years unless revoked pursuant to 425 CMR 2.00.

Your firm's next renewal date is November 10, 2020. SDO will send written renewal notices to your business and/or e-mail address on file approximately thirty (30) business days prior to your firm's three (3) years certification anniversary. Additionally, every six (6) years, certified companies that wish to remain certified may undergo a substantive review which will require certain updated supporting documentation.

SDO also reserves the right to monitor your firm and to perform random spot checks to ensure the firm continues to meet the certification criteria. Your firm is required to notify the SDO in writing of any material changes. Examples include but are not limited to changes in its business description, as well as business phone number, fax number, business' physical location, webpage and e-mail addresses. Other reportable changes include business structure, ownership (the business is sold or transferred), control and outside employment. You also have a duty to report decertification and debarment notices from this or any other jurisdiction. Failure to abide by the continuing duty requirements shall constitute grounds for the firm's decertification.

We look forward to working with you and your firm to maximize its business opportunities.  
Should you have any questions, please feel free to contact us via email at  
[wso@state.ma.us](mailto:wso@state.ma.us).

Sincerely,



William M. McAvoy  
Deputy Assistant Secretary and  
Chief Legal Counsel



**LAND DISPOSITION AGREEMENT**

This Land Disposition Agreement ("Agreement") made and entered into as of the \_\_\_\_ day of December, 2021 by and between the **CITY OF SPRINGFIELD**, a municipal corporation with a usual place of business at 36 Court Street, Springfield, Massachusetts 01103 (the "City") and **HOME CITY DEVELOPMENT, INC.**, a Massachusetts corporation, or its nominee, with a last and usual address at 261 Oak Grove Avenue, Springfield, Massachusetts (the "Redeveloper") (the City and the Redeveloper being collectively referred to herein as the "Parties" and shall include any successor in interest whether by act of a party to this Agreement or by operation of law or otherwise).

**RECITALS**

WHEREAS, in accordance with Massachusetts General Laws Chapter 30B section 16, the City advertised a Request for Proposals, #21-105, ("RFP"), for the sale and redevelopment of a City-owned property known as the former Gemini site located in the South End of Springfield, Massachusetts consisting of the following parcels: 08850-0019, 08850-0018, 08850-0016, 08850-0013, 08850-0046, 08850-0038, 08850-0037, 08850-0036, 08850-0035, 02560-0019, 02560-0017, 02560-0015, 02560-0013, 02560-0010, 02560-0009 and more particularly described on Exhibit A annexed hereto (the "Property"); and

WHEREAS, on or about March 17, 2021, Redeveloper submitted a response to the RFP, and on or about June 15, 2021, the City awarded the Redeveloper the Preferred Developer Designation for the RFP; and

WHEREAS, pursuant to its response to the RFP, Redeveloper proposed developing the Property as a condominium consisting of 33 townhouses (the "Project") and has agreed to develop the Project subject to approval by the City of Springfield Office of Planning and Economic Development and in accordance with the terms and conditions of this Agreement; and

WHEREAS, the Redeveloper has inspected the Property to its satisfaction in all respects and is willing to accept conveyance of the Property "as is", subject to its right to obtain a survey, perform a title examination and obtain an environmental study during the period of time after the execution of this Agreement and before the Closing. The Redeveloper is willing to accept all environmental liability for any and all conditions at the Property upon taking title at the Closing; in the interests of clarification, and to remove all questions of interpretation, the Parties expressly acknowledge that the Redeveloper shall have the right to terminate this Agreement without recourse or penalty in the event that its due diligence with regard to the survey, title or environmental matters reveals conditions at the Property that the Redeveloper determines will materially impact the viability of the Project; the obligation of the Redeveloper to close on the purchase of the Property is also subject to Redeveloper obtaining all permits and approvals as set forth in Section 208 herein; and

WHEREAS, the Parties wish to memorialize in this Agreement certain undertakings to effectuate the intent of the RFP issued by the City for the purchase and redevelopment of the Property; and

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties intending to be legally bound hereby agree as follows:

## **ARTICLE I DEFINITIONS**

### Section 101: Defined Terms

For the purpose of this Agreement, the following terms shall have the meanings, respectively, ascribed to them below:

- a) "Architect" shall mean an architectural firm licensed to practice architecture in the Commonwealth of Massachusetts and otherwise reasonably acceptable to the City.
- b) "Certificate of Completion" shall have the meaning set forth in Section 304 hereof.
- c) "Closing" shall have the meaning set forth in Section 204 of this Agreement.
- d) "Closing Date" shall mean the date referred to in Section 204 of this Agreement.
- e) "Codes" shall mean the Massachusetts State Building Code, Massachusetts State Fire Code and the Springfield Zoning Ordinance, as such regulations and ordinances may be amended from time to time.
- f) "Construction Start Date" shall mean the date which is not more than two (2) years from the date the Deed is delivered to Redeveloper.
- g) "Deed" shall mean the instrument, to be recorded in accordance with this Agreement in Hampden County Registry of Deeds in Springfield, Massachusetts ("Registry"), whereby the Property is conveyed to the Redeveloper.
- h) "Design Proposal" shall mean the Project narrative, site plan and floor plan as well as other accompanying drawings and /or sketches which were submitted by the Redeveloper with its response to the RFP and approved by the City.
- i) "Development Review" shall mean the review of the Project undertaken by the OPED following the internal policies and procedures currently used by OPED. Such review is anticipated to be undertaken in two (2) steps. The first step shall be the review of the Preliminary Drawings and Specifications, which shall be submitted with the Redeveloper's application to the City Council for a special permit. The second step shall be the review of the Final Drawings and Specifications, following receipt of the special permit and prior to the preparation of the construction drawings. Each phase of Development Review will be completed by the issuance of an approval letter from the OPED.

- j) "Eligible Homebuyer" shall mean a first-time homebuyer earning a household income of less than 120% of the family sized adjusted income, AMI (adjusted median income) for the Springfield, MA HMFA and qualifying for mortgage assistance through the Massachusetts Department of Housing and Community Development or another First-Time Home Buyer program.
- k) "Event of Default" shall have the meaning set forth in Section 702(a).
- l) "Final Drawings and Specifications" shall mean the complete working drawings and specifications, suitable for bidding, including such drawings and specifications for façade treatment samples of materials, and a written statement of the differences, if any, from the approved Preliminary Drawings and Specifications.
- m) "Improvements" shall mean the construction and operation of approximately 33 town house condominiums at the Property, as approved by OPED.
- n) "Lenders" shall have the meaning set forth in Section 402(b).
- o) "OPED" shall mean the City of Springfield Office of Planning and Economic Development
- p) "Project" shall mean the permitting and construction of the Improvements.
- q) "Preliminary Drawings and Specifications" shall mean site plans, floor plans, elevations and sections, outline specifications, and models which have been developed to show the detailed architectural character of the Improvements and their relationship to the Design Proposal.
- r) "Property" as defined in the first WHEREAS clause.

**ARTICLE II  
TRANSFER OF THE PROPERTY AND PAYMENT THEREFOR**

Section 201: Covenant of Sale

Subject to all of the terms, covenants and conditions of this Agreement, the City agrees to sell and convey, and the Redeveloper covenants and agrees to purchase and develop the Property.

Section 202: Condition of Land to be Conveyed

Subject to the rights conferred in Section 208 hereof, the City and the Redeveloper covenant and agree that the Property shall be conveyed in an "as is" condition. The Redeveloper agrees to accept all responsibility for environmental concerns upon the transfer

of the Property.

Section 203: Purchase Price: Payment

The purchase price ("Purchase Price") for the Property shall be Fifty Thousand and 00/100 Dollars (\$50,000.00) and other good and valuable consideration, which is the complete performance by the Redeveloper of its obligations pursuant to this Agreement.

Section 204: Time of Sale and Conveyance

The sale and conveyance and delivery of possession of the Property and the purchase of the same by the Redeveloper shall take place on or before December 31, 2022, or such other date as may be agreed upon by the parties, and shall occur at the OPED office at 70 Tapley Street, Springfield, Massachusetts unless otherwise agreed to by the Parties. The conveyance shall also be referred to herein as the "Closing." Redeveloper may assign this Agreement prior to the Closing to an affiliated entity to take title of the Property of which Redeveloper shall be a member or a partner and shall notify the City of such assignment at least thirty (30) days prior to the Closing, which notice shall be accompanied by a copy of the Assignment and Assumption agreement signed by the Redeveloper and the affiliate.

Section 205: Title and Instrument of Conveyance

The sale and conveyance of the Property shall be by Deed from the City for the Property, as defined within this Agreement, of good and marketable fee simple title free and clear of all liens and encumbrances, but subject to and with the benefit of all conditions, covenants, easements, and restrictions as of record appear or as set forth or referred to in this Agreement.

Section 206: Tax Stamps and Other Closing Costs

The Redeveloper shall pay the cost of recording this Agreement, the Deed, including transfer taxes, if any, and all other instruments and plans to be recorded with the Registry.

Section 207: Taxes and Adjustments

The Redeveloper shall pay all taxes, charges or assessments (if any) allocable to the Property with respect to any period after delivery to the Redeveloper of the Deed hereunder. In the event any portion of the Property is exempt from taxation on the assessment date next preceding the conveyance hereunder by virtue of title being vested in the City or other tax exempt entity, the Redeveloper shall pay, pursuant to M.G.L. c. 59, § 2C and in accordance with the procedures prescribed therein, in lieu of a tax adjustment, a pro rata amount of the taxes which would have been payable to the City if such parcel had not then been exempt from taxation, for that portion of the tax year during which the Redeveloper has title and possession. This payment in lieu of taxes shall be computed using the assumed value of the Property and using the tax rate for the current tax year if it is known, and if it is not known,



the estimated tax rate established by the City Assessor. All other closing costs and adjustments, if any, shall also be paid to the City upon delivery of the Deed to the Property. The provisions of this Section shall survive delivery of the Deed.

#### Section 208: Contingencies

The sale and conveyance of the Property shall be subject to Redeveloper's ability to obtain zoning approval, permits, "Preliminary Plan Approval" (as such term is defined in Section 302 below) (collectively, the "Approvals"), acquisition and development financing in the amount of not less than \$17,750,000 (the "Financing"), on or before August 15, 2022 (the "Contingency Date"), provided however, if Redeveloper has been unable to obtain the Approvals or the Financing by such date despite its diligent efforts to do so, the Redeveloper shall be allowed to request additional time, up to sixty (60) days (the "Extended Contingency Date") to obtain the same, upon the City's written approval, which is not to be unreasonably delayed, withheld or conditioned. The Redeveloper shall have the right to perform any and all survey work and environmental due diligence that it deems necessary at the Property. The Redeveloper agrees to apply for said Financing and Approvals and to undertake its environmental due diligence forthwith and to make every effort to obtain said Financing and Approvals on or before the date hereinbefore set forth. Redeveloper shall notify the City in writing when it has obtained its Approvals and Financing. In the event that the Redeveloper is unable to obtain such Financing or Approvals, or in the event that the survey, title or environmental due diligence reveals conditions at the Property that the Redeveloper determines will materially impact the viability of the Project, the Redeveloper shall be entitled to terminate this Agreement without recourse or penalty by delivering written notice thereof to the City on or before the Contingency Date or the Extended Contingency Date, as applicable.

#### Section 209: Default by City

In the event that the City shall be unable to give title or to make conveyance or to deliver possession of the Property as provided for herein, then all obligations of the parties hereunder shall cease and this Agreement shall be void and the parties without recourse thereunder, unless the City shall elect to use reasonable efforts to remove any defect in title or to deliver possession as herein agreed, as the case may be, in which event the City shall give written notice thereof to the Redeveloper at or before the time for performance by the City hereunder, and thereupon the time for the performance by the City shall be extended for a period of thirty (30) days, or such longer period as the City and the Redeveloper shall mutually agree; provided, however, that the Redeveloper shall have the election, either at the original or any extended time for performance, to terminate this Agreement in which case all obligations of the Parties shall cease, or to accept such title or possession as the City can deliver to the Property and to pay therefor without deduction, in which case the City shall convey such title to the Redeveloper. In the event that at the expiration of the extended time the City shall be unable to give title or to make conveyance or to deliver possession as herein provided; then (1) all obligations of the parties hereto shall cease; and (2) this Agreement shall be void and without recourse to the parties hereto.

Section 210. Representations and Warranties

a. The City hereby represents and warrants to the Redeveloper, without limiting the representations, covenants and warranties of the City contained elsewhere in this Agreement, the following representations and warranties which shall be true and correct in all material respects as of the date hereof and as of the Closing date:

1. The City owns good, clear record and marketable fee simple title to the Property.

2. There are no actions, suits or proceedings pending or, to the best of the City's knowledge, threatened against the City affecting any portion of the Property or City's interest therein, at law or in equity, before or by any federal, state or other governmental department, commission, board, bureau, agency or instrumentality.

3. There are no leases, licenses (other than easements of record), occupancy or related agreements or tenancies affecting the Property.

4. The City has not entered into any other contracts for the sale of the Property, nor are there any rights of first refusal or options to purchase the Property or any other rights of others that might prevent the consummation of the transaction contemplated by this Agreement.

5. The City has not received written notice of any violation of any statute, ordinance, law, rule, regulation or code applicable or alleged to be applicable to the Property which has not been cured.

6. The City through its OPED (and any other municipal offices, departments, and officials acting on the City's behalf pursuant to this Agreement) will promptly undertake Development Review of the Preliminary Drawings and Specifications and the Final Drawings and Specifications, and will perform such review in good faith for the limited purpose of ensuring that the exterior appearance of the Improvements will be compatible with the architecturally and historically significant elements of the Property, and further ensuring that the Property only be used for residential and mixed residential/commercial purposes. This covenant shall survive the Closing.

b. The Redeveloper hereby represents and warrants to the City, without limiting the representations, covenants and warranties of Redeveloper contained elsewhere in this Agreement, and as a material inducement for the City to enter into this Agreement and to consummate the Closing hereunder, the following representations and warranties which shall be true and correct in all material respects on the date hereof and on the Closing Date as though such representations and warranties were made at and as of the Closing Date:

1. The Redeveloper is a Massachusetts non-profit corporation. Title to

theProperty shall be in the name of Redeveloper or its nominee.

2. This Agreement has been duly authorized, executed and delivered by the Redeveloper, and is the legal, valid and binding obligation of the Redeveloper, and does not violate any provision of any agreement or judicial order to which the Redeveloper is a party or to which the Redeveloper is subject. All documents to be executed by the Redeveloper which are to be delivered at the Closing will, at the time of the Closing, (i) be duly authorized, executed and delivered by the Redeveloper, (ii) be legal, valid and binding obligations of the Redeveloper, (iii) not violate any provision of any agreement or judicial order to which the Redeveloper is a party or to which the Redeveloper is subject.

3. The Redeveloper will comply with all laws and regulations of any governmental or quasi-governmental entity having jurisdiction over the Property, the Design Proposal, or the Improvements. This covenant shall survive the Closing.

4. The Redeveloper, or any permitted future owner of the Property, shall complete the Improvements to the satisfaction of the City, as contemplated by the terms and conditions of this Agreement. The Redeveloper shall be solely responsible for obtaining all permits and approvals necessary to commence with the Improvements.

### ARTICLE III RESTRICTIONS AND CONTROLS UPON REDEVELOPMENT

#### Section 301: Restrictions on Use

a. The Redeveloper agrees for itself, and its successors and assigns, and every successor in interest to the Property or any part thereof, and the Deed shall contain covenants on the part of the Redeveloper for itself, and its successors and assigns, that the Redeveloper, its successors and assigns shall:

1. Devote the Property only to and in accordance with the uses specified in this Agreement and the Codes, as they may be amended from time to time;

2. Not discriminate upon the basis of race, color, sex, sexual orientation, religion or national origin in the construction, sale, lease or rental or in the use or occupancy of the Property or any Improvements erected, or to be erected, thereon, or any part thereof;

b. It is intended and agreed, and the Deed shall so expressly provide, that the covenants provided in subsection (a) of this Section shall be covenants running with the land binding to the fullest extent permitted by law and equity for the benefit and in favor of, and enforceable by the City and its successors and assigns. It is further intended and

agreed that the covenants provided in subsection (a) shall remain in effect for a period of twenty (20) years from the date hereof, and shall expire automatically, and without the need to execute, deliver or record any further instrument, on the date which is the twentieth (20<sup>th</sup>) anniversary of the date of this Agreement. Notwithstanding the foregoing, the covenants provided in subsection (a) of this section shall not apply to Eligible Homebuyers and shall not survive any deed to an Eligible Homebuyer from Redeveloper.

c. In order to effectuate the provisions of subparagraph 2. of subsection a. of this Section, upon request, the Redeveloper agrees to submit to the City all materials regarding its sales program, including but not limited to, advertising matter and brochures for review of all aspects of said program.

d. The Redeveloper agrees for itself, its successors and assigns, that during construction and thereafter, the Redeveloper, and its successors and assigns, shall include in all such advertising for the sale of the condominium units located in the Property (the "Units" or singularly, a "Unit"), a statement to the effect that the Property is offered to all persons without discrimination on the basis of race, color, sex, sexual orientation, religion or national origin.

#### Section 302: Submission and Initial Approval of Plans

a. The Property shall be used for the construction of the Improvements. All Improvements are to be built in accordance with the intent of the RFP, the Redeveloper's Proposal in response to the RFP, the Final Drawings and Specifications subject to the approval of the City, and to all applicable standards and controls of the Code. The RFP and the Redeveloper's proposal in response to the RFP, which includes the Design Proposal, are incorporated herein by reference.

b. The Redeveloper shall submit the following plans to the City, and the City shall use best efforts to review and approve such plans in accordance with the dates set forth below; provided that such timeframes may be extended by mutual agreement of the parties in order to permit the Redeveloper to address comments and incorporate reasonable recommendations offered by the City:

1. The Redeveloper shall submit the Preliminary Drawings and Specifications to OPED for Development Review, by the date which is not more than ninety (90) days after the date of this Agreement; and the City shall provide its approval of the Preliminary Drawings and Specifications not more than thirty (30) days after the submission of same. Such approval shall be in the form of a recordable written letter or certificate from OPED.

2. The Redeveloper shall submit the Final Drawings and Specifications to OPED for Development Review, within ninety (90) days following its receipt of a non-appealable special permit from the City Council. Redeveloper shall file its application for a special permit within thirty (30) days following its receipt of OPED approval of the Preliminary Drawings and Specifications. The City shall provide its approval of the Final Drawings and Specifications not more than thirty

(30) days after the submission of same. Such approval shall be in the form of a recordable written letter or certificate from OPED.

3. Notwithstanding anything to the contrary in this Section 302, the City may waive or combine the requirements of submitting Preliminary Drawings and Specifications and Final Drawings and Specifications, if the OPED is satisfied that the level of detail shown in the materials provided by the Redeveloper is sufficient to allow for the adequate review and approval of the Project.

c. No work shall be done on the construction of the Improvements to be constructed on the Property unless such work conforms in all material respects with the approved Final Drawings and Specifications, except and only to the extent that material modifications thereof have been requested by the Redeveloper in writing and have been approved in writing by the OPED. No work shall be done with respect to all or any part of the Improvements or with respect to such changes or alterations unless such work conforms with such approved, or amended and approved, Final Drawings and Specifications for that portion of the work to be performed.

d. In submitting all plans and specifications to the City for its approval, the Redeveloper shall consider best practices in urban design, including but not limited to pedestrian friendly design and enhancements and landscape improvements.

e. No sign shall be erected or placed on the exterior of any building located on the Property, which is not enclosed within a building, unless the character, location, design, size, shape, form and lighting of such sign shall have been approved by the OPED in writing, and complies with city zoning and historic district regulations. Flashing, exposed neon signs or signs other than those relating to businesses on the site, if any, shall not be permitted.

#### Section 302A: Modifications to Approved Plans

a. The Redeveloper shall seek from the OPED approval for any material deviations from the approved Final Drawings and Specifications. For the purposes of this Agreement, a "material deviation" will occur if Redeveloper proposes to make a change to the Final Drawings and Specifications which would affect any of the following: (1) the location of the Improvements, or its respective height, width, length, massing, fenestration, exterior facade materials or exterior architectural detailing as shown on the Final Drawings and Specifications; (2) the architectural designs or dimensions of, or any materials with materials that differ in quality or are materially dissimilar in appearance or architectural detailing shown on the Final Drawings and Specifications of, any public lobbies or spaces, (3) the design of open spaces and the landscaping for such spaces in each case, other than *de minimus* variations or those variations required to comply with applicable legal requirements, or (4) in the event that the Redeveloper elects to alter the plan submitted to the City for the development of the Property in any material respect, it shall be required to obtain written permission from the OPED prior to making said changes. If the OPED neither approves nor disapproves the proposed change in writing within thirty (30) days of receipt of a written request to approve a material deviation from the approved Final Drawings

and Specifications, then it shall be deemed approved; provided, however, that any transmittal of any request for approval of such a material deviation shall be in accordance with the provisions of Section 807 hereof.

b. In the event the Redeveloper shall fail to comply with the foregoing requirements, the City may, within a reasonable time after discovery thereof by the City, direct in writing that the Redeveloper so modify or reconstruct such portion or portions of the Improvements erected or being erected as are not in conformance with the approved Final Drawings and Specifications or any approved modifications thereof. The Redeveloper shall promptly comply with such a directive. In addition to any other remedies available under this Agreement, the City may enforce the provisions of this subsection 302A(b) by an action in a court of appropriate jurisdiction to compel specific performance.

### Section 303: Construction of the Improvements.

a. The Redeveloper shall begin the construction of the Improvements on the Property in accordance with the approved Final Drawings and Specifications by the Construction Start Date. Redeveloper shall erect and properly maintain at all times as required by the conditions and the progress of work performed by or at the request of Redeveloper from time to time during construction of the Improvements, all necessary safeguards for the protection of workers and the public. If the Redeveloper is unable to both close on its construction financing and syndication by the Construction Start Date, the Construction Start Date shall be extended by six (6) months.

b. The Redeveloper shall diligently prosecute to completion the construction of the Improvements and shall complete such construction not later than thirty-six (36) months from the Construction Start Date or as may be extended by written permission of the City, which shall not be unreasonably withheld. In no event shall an extension be given for a period of more than six (6) months.

c. The Redeveloper shall submit to the OPED, for approval, a detailed estimated progress schedule at the time of commencement of construction. This schedule shall be resubmitted every six (6) months, unless requested otherwise, until the construction of the Improvements has been completed, with actual progress shown in each submission. This submission shall be accompanied by a written report by the Redeveloper citing any adjustments to the progress forecast, analyzing the causes thereof, and, where applicable, noting corrective efforts which shall be reasonably satisfactory to the City.

d. It is intended and agreed that the agreements and covenants contained in this Section 303 with respect to the beginning and completion of the Improvements in the Property shall be covenants running with the land.

e. The Redeveloper shall, at all times, have a Massachusetts licensed architect and/or engineer supervising the Project where required by Massachusetts or Federal Law.

Section 304: When Improvements Completed: Certificate of Completion

a. The construction of the Improvements in the Property shall be deemed completed for the purposes of this Agreement when the Improvements shown on the approved Final Drawings and Specifications, and any approved modifications thereof, have been built and the final Unit in the last phase of construction is ready for occupancy and a Certificate of Occupancy has been issued therefor. The completion of the Improvements shall be certified by the City by the issuance of a written recordable certificate of completion ("Certificate of Completion") by the OPED on behalf of the City.

b. The Project shall be constructed in three (3) phases with eleven (11) Units in each phase (a "Phase"). The Redeveloper shall notify the City in writing when construction of a Phase is complete and shall request a final inspection of the Improvements comprising the Phase (a "Completion Notice"). The City shall inspect the Improvements in that Phase within twenty (20) business days after receipt of the Completion Notice and if the Improvements are consistent with the Final Plans and Specifications, as may be amended, OPED shall issue a Certificate of Completion for the completed Phase. The Redeveloper agrees that the City shall be under no obligation to issue a Certificate of Completion for each Phase until such time as the City has had a reasonable opportunity to inspect the Improvements and to confirm that the Improvements for the Phase are consistent with the approved Final Drawings and Specifications, and any approved modifications thereto. The City shall not be required to make an inspection hereunder unless and until the Redeveloper has provided the Completion Notice for the completed Phase.

c. The Certificate of Completion shall in each case be in form acceptable for filing at the Registry of Deeds, and shall be a conclusive determination of satisfaction and termination of the agreements and covenants in this Agreement and in the Deed relative to the Phase for which the Certificate of Completion was issued with respect to the obligations of the Redeveloper to construct the Improvements (or separable portion thereof); provided, however, that such Certificate of Completion shall not constitute evidence of compliance with or satisfaction of any obligation of the Redeveloper to any Lender, or any insurer of a mortgage, securing money loaned to finance the Improvements, or any part thereof.

d. If the City shall refuse or fail to provide the Certificate of Completion in accordance with the provisions of this Section, the City shall, within thirty (30) days after receipt by the City of a written request by the Redeveloper, provide the Redeveloper with a written statement, indicating in adequate detail in what respects the Redeveloper has failed to complete the Improvements in accordance with the provisions of this Agreement or is otherwise in default and what measures or acts it will be necessary, in the opinion of the City, for the Redeveloper to take or perform in order to obtain such certification. Notwithstanding anything to the contrary contained herein, the City shall have no obligation to issue a Certificate of Completion during the existence of any Event of Default hereunder.

Section 305: Prompt Payment of Obligations

The Redeveloper shall make, or cause to be made, prompt payment of all monies due and legally owing to all persons, firms and corporations doing any work, furnishing any materials or supplies or renting any equipment to the Redeveloper or any of its contractors or subcontractors in connection with the development and construction of any of the Improvements required by this Agreement to be constructed in the Property; provided, however, that payment shall not be required in the event that the contract requiring payment has been breached by the contractor or subcontractor, or such breach has been alleged, or there exists other legal dispute between Redeveloper and the contractor or subcontractor.

Section 306: City Mortgage

The obligations of Redeveloper pursuant to this Article III or otherwise in this Agreement shall be secured by a mortgage encumbering the Property to be recorded upon the execution of this Agreement (the "City Mortgage"). If not sooner discharged, the City Mortgage shall be subordinated to the mortgages of any and all construction and permanent lenders, now and in the future, and if not sooner discharged shall be partially released upon the delivery of a Certificate of Completion by the City to Redeveloper, for the first two (2) Phases and fully discharged upon the delivery of the Certificate of Completion by the City to the Redeveloper for Phase 3. The City agrees to execute any subordination or inter-creditor agreement as may be requested by a Lender to confirm the subordination of the City Mortgage and the City's rights under this Agreement to such Lender's mortgage.

**ARTICLE IV  
TRANSFER AND MORTGAGE OF REDEVELOPER'S INTEREST**

Section 401: Transfer of Interest in Property by Redeveloper

a. The Redeveloper agrees that it will not, after delivery of the Deed and prior to the issuance of a Certificate of Completion for a Phase, make or suffer to be made, any sale, any assignment, lease, or any other manner of transfer of its interest in the Property or any portion thereof, or in this Agreement, unless it is permitted by Section 401(a), Section 402, or it complies with the subsections 1-4 below. Upon completion of a Phase and the issuance of a Certificate of Completion therefor, the Redeveloper shall sell the Units in such Phase to Eligible Homebuyers without City approval:

1. The transferee or transferees shall have been approved as such in writing by the City. By way of explanation, and not of restriction, the City shall expect the transferee or transferees to meet all the same conditions as the Redeveloper.

2. The transferee or transferees, by valid instrument in writing, satisfactory to the City, shall have expressly assumed for themselves and their



successors and assigns, and directly to and for the benefit of the City, all obligations of any person or persons, including the Redeveloper, to begin, complete, and or maintain and operate, as applicable, the Improvements and all obligations of the Redeveloper provided for in this Agreement; provided that failure to so assume such obligations shall not (unless and only to the extent otherwise specifically provided in this Agreement or agreed to in writing by the City) relieve or except such transferee or successor of or from obligations, conditions, or restrictions, or deprive or limit the City of or with respect to any rights or limitations or controls with respect to the Property or the construction of the Improvements; it being the intent of this, together with other provisions of this Agreement, that (to the fullest extent permitted by law and equity and excepting only in the manner and to the extent specifically provided otherwise in this Agreement) no transfer of or change, with respect to ownership, possession, or control, shall operate legally or practically, to deprive or limit the City of or with respect to any rights or remedies or controls provided in or resulting from this Agreement with respect to the Property and the construction of the Improvements that the City would have, had there been no such transfer or change. In the event of any such transfer without such assumption of obligations, the Redeveloper shall pay to the City the expenses and costs of any actions or proceedings instituted to enforce all such obligations, conditions, and restrictions, and all of the City's said rights, remedies, and controls as against such transferee. Therefore, in the absence of a specific written agreement by the City to the contrary, no such transfer or approval thereof by the City shall be deemed to relieve the Redeveloper or any other party bound in any way by this Agreement or otherwise with respect to the construction of the Improvements from any of its obligations with respect thereto.

3. Any consideration obtained by the Redeveloper from the transferee or transferees in excess of an amount representing the actual cost to the Redeveloper of the Property or interest therein transferred, including the cost of any Improvements made thereon (including reasonable overhead and developer's fee) and carrying charges, shall be paid over to the City.

4. The City Solicitor shall review, and the Chief Development Officer shall approve, all instruments and other legal documents involved in effecting a transfer permitted under this Section 401(b).

b. In the event that Redeveloper transfers its interest in all or any part of the Property, except as set forth in Subsection a above or without the required consent of the City, such transferee shall cause a breach of the obligations set forth in this Agreement and the Redeveloper shall be responsible, jointly and severally with the transferee, for curing or effecting the cure of such violation. If the Redeveloper shall fail or refuse to affect such cure, the City may institute such actions or proceedings against the transferee and/or the Redeveloper as the City deems appropriate, including actions and proceedings to compel specific performance. Payment of all costs and expenses, which may be incurred by the City in instituting and prosecuting such actions or proceedings, shall be governed by Section 501 of this Agreement.

#### Section 402: Mortgage of Property

a. Notwithstanding any other provisions of this Agreement, and subject to the reasonable approval of the City, the Redeveloper shall at all times, have the right to encumber, pledge, or convey its rights, title and interest in and to the Property, or any portion or portions thereof, and members or partners of the Redeveloper, shall have at all times the right to encumber their individual membership or partnership interests, by way of a bona fide mortgage to secure the payment of any loan or loans obtained by the Redeveloper to finance the acquisition, development, construction, repair or reconstruction of any of the Improvements required to be constructed by this Agreement, or to refinance any outstanding loan or loans therefor obtained by the Redeveloper for any such purpose; the Redeveloper shall give prior written notice to the City of its or their request to exercise such rights hereunder, including in such notice the name(s) and address(es) of such mortgagee(s) and any other information regarding the mortgagee(s) and mortgage documents which the City may require.

b. The holder of any such mortgage (including a holder who obtains title to the Property or any portion thereof by foreclosure or action in lieu thereof, but not including a party who obtains title through such holder or any purchaser at a foreclosure sale other than the holder) shall be deemed a "Lender" hereunder and shall not be obligated by this Agreement to construct or complete the Improvements or to guarantee such construction or completion, but shall have the options described in Section 403.

c. The City confirms that from and after the issuance of each Certificate of Completion for a Phase of the Improvements, all restrictions as may be expressed or implied under Sections 401 or 402 shall terminate and no longer be of any force and effect with respect to Units in such Phase.

#### Section 403: Rights and Duties of Mortgagee Upon Acquisition Prior to Completion

a. If a Lender, through the operation of its contract to finance the Improvements required by this Agreement to be constructed by the Redeveloper, or by foreclosure (or any other party who obtains title through such Lender or any purchaser at a foreclosure sale), acquires fee simple title to the Property or any part thereof prior to the completion of all such Improvements, the Lender (or such other person) shall, if applicable, have the following options:

1. Complete construction of such Improvements in accordance with the approved Final Drawings and Specifications and this Agreement, and in all respects comply with the provisions of this Agreement; or

2. Sell, assign, or transfer, fee simple title to the Property or any part thereof to a purchaser, assignee or transferee who shall expressly assume all of the covenants, agreements and obligations of the Redeveloper under this Agreement in respect of the Property or part thereof, by written instrument satisfactory to the City and recorded in the Registry; or

3. Re-convey fee simple title to the Property to the City, in which event the provisions of Section 702 relative to resale shall apply.

b. In the event that a Lender (or such other person) elects to complete construction pursuant to Subsection a.1.1) above, or sells, assigns or transfers pursuant to Subsection 2. above, the City shall extend the time limits set forth in Section 303 herein as shall be reasonably necessary to complete construction of the Improvements, and upon such completion, the Lender(or such other person), as the case may be, shall be entitled to the Certificate(s) of Completion pursuant to Section 304.

#### Section 404: Rights and Duties of Mortgagee Upon Acquisition After Completion

If a Lender, through the operation of its contract to finance the Improvements required by this Agreement to be constructed by the Redeveloper in the Property, or by foreclosure acquires fee simple title to the Properties or any portion thereof after completion of all Improvements, said Lender for the period during which said Lender holds such title, shall comply with applicable provisions of this Agreement.

#### Section 405: Additional Encumbrances

Notwithstanding anything contained herein to the contrary, the Redeveloper shall have the right to grant easements to utility providers and other parties in order to effectuate the construction of the Improvements and the use, occupancy and operation of the Property as contemplated herein.

#### Section 406: Plan Modification by Lender

If deemed necessary by Lender to facilitate the foreclosure upon notice to the City, Lender or a purchaser from Lender may modify the plans to provide for a different use provided that Lender or such owner obtains all necessary permits and approvals for such use, and obtains written approval from the City.

## **ARTICLE V INDEMNIFICATION**

#### Section 501: Reimbursement and Indemnification of the Indemnified Parties

The Redeveloper shall pay all actual costs and expenses (including without limitation, reasonable attorneys' fees and expenses), and the amounts of all judgments and decrees which may be incurred by the City in connection with any actions taken or proceedings brought to enforce the obligations of the Redeveloper set forth in this Agreement, to the extent the City prevails in such proceedings. The Redeveloper shall defend and hold harmless the City from and against any claims, actions, damages, costs and expenses (including without limitation, reasonable attorneys' fees and expenses) which the City incurs in connection with (i) the Redeveloper's exercise of its rights hereunder with respect

to the Property prior to the conveyance of the Property to the Redeveloper, (ii) the Redeveloper's conduct of its obligations hereunder, and/or (iii) the Redeveloper's breach of any of its obligations hereunder, other than as caused by such City's gross negligence or willful misconduct. It is expressly understood, however, that no Lender shall be liable to the City for any costs, expenses, judgments, decrees or damages which shall have accrued against the Redeveloper; provided however, that if a Lender acquires title to the Property or control of the Redeveloper after the Redeveloper has become liable for any costs, expenses, judgments, decrees or damages, then such Lender shall take subject to (but shall not be personally liable for) such liabilities incurred prior to such Lender's acquiring its interest in the Property or the Redeveloper.

## **ARTICLE VI INSURANCE**

### Section 601: Insurance Coverage

a. Until a Certificate of Completion has been issued for a Phase, the Redeveloper, its successors and assigns, shall keep the Property subject to this Agreement, insured under a builder's risk policy to the same extent and amount which is normally required by institutional mortgagees for similar property in the City subject to the requirements of Lender. Such insurance shall be in an amount sufficient to comply with the co-insurance clause applicable to the location and character of the Property. All such insurance shall be by standard policies, obtained from financially sound and responsible insurance companies authorized to do business in Massachusetts, and shall have attached thereto a clause making the loss payable to the Redeveloper, the Lender, and the City as their respective interests may appear.

b. Each insurance policy shall be written to become effective at the time the Redeveloper becomes subject to the risk or hazard covered thereby, and shall be continued in full force and effect for such period as the Property is subject to this Agreement.

c. Certificates of such policies and renewals shall be provided to the City upon request of the City.

### Section 602: Non-Cancellation Clause

All insurance policies shall provide that any cancellation, change or termination thereof shall not be effective with respect to the City until after at least thirty (30) days prior notice has been given to the City to the effect that such insurance policies are to be canceled, changed, or terminated at a particular time.

### Section 603: City May Procure Insurance if Redeveloper Fails to Do So

If the Redeveloper, its successors and assigns, at any time refuses, neglects or fails to secure and maintain in full force and effect any or all of the insurance required pursuant to this Agreement, then subject to the rights of Lender, the City may, at its option, and after thirty (30) days advance written notice to Redeveloper, procure or renew such insurance, and

all amounts of money paid therefor by the City shall be payable by the Redeveloper, its successors and assigns, to the City; with interest thereon at the rate of ten per cent (10%) per annum from the date the same were paid by the City to the date of payment thereof by the Redeveloper, its successors and assigns. The City shall notify the Redeveloper, its successors and assigns, in writing of the date, purposes, and amounts of any such payments made by it.

Section 604: Redeveloper's Obligations with Respect to Restoration and Reconstruction

a. Whenever any Improvements, or any part thereof, constructed on the Property shall have been damaged or destroyed in any material respect prior to the issuance of a Certificate of Completion and the release of this Agreement, the Redeveloper, while owner thereof, or its successors or assigns, shall proceed promptly to establish and collect all valid claims which may have arisen against insurers or others based upon any such damage or destruction. Subject to the rights of Lenders or investors permitted hereunder, all proceeds of any such claim and any other monies provided for the reconstruction, restoration or repair of any such Improvements shall be deposited in full in a separate account of the Redeveloper or of any mortgagee.

b. If permitted by Lenders, the insurance money and any other proceeds so collected shall be used and expended for the purpose of fully repairing or reconstructing the Improvements, still subject to this Agreement, which have been destroyed or damaged to a condition at least comparable to that existing at the time of such damage or destruction to the extent that such insurance money and other proceeds may permit. Any excess proceeds after such repair or reconstruction has been fully completed shall be retained by the Redeveloper, subject to the rights of any Lender and the rights of the City.

c. The Redeveloper, with the written approval of the City and any Lender, may determine that all or any part of any such damage to or destruction of such Improvements, still subject to this Agreement, shall not be reconstructed, restored, or repaired, and in such event, the proceeds of any claims against insurers or others arising out of such damage or destruction, to the extent not used for such reconstruction, restoration, or repair shall be retained by the Redeveloper, subject to the rights of such Lender and the rights of the City.

d. Unless otherwise agreed by the parties in writing, any reconstruction or repair undertaken pursuant to the provisions of this Section shall in all respects be in accordance with and conform to the provisions of the approved Final Drawings and Specifications.

e. In no event shall the Redeveloper be obligated to incur costs for repair and reconstruction in excess of the proceeds, if any, received from claims which may have arisen and been settled against insurers or others on account of damage or destruction for construction, restoration or repair; and if there be insufficient monies received, the Redeveloper shall have no obligation to reconstruct, restore or repair. Redeveloper agrees to exercise all reasonable efforts to obtain such permits and approvals as are necessary to

reconstruct, restore or repair such Improvements, but Redeveloper shall in no event be obligated under this Agreement to reconstruct, restore or repair such Improvements if applicable laws or regulations do not allow the same to be accomplished.

#### Section 605: Commencement and Completion of Reconstruction

Subject to any rights of Lenders or investors, the Redeveloper shall commence to reconstruct or repair any Improvements, which have been destroyed or damaged prior to the release of this Agreement, within a period not to exceed six (6) months after the insurance or other proceeds with respect to such destroyed or damaged Improvements have been received by the Redeveloper.

### **ARTICLE VII RIGHTS AND REMEDIES IN EVENT OF BREACH BY REDEVELOPER**

#### Section 701: Failure or Refusal by Redeveloper to Purchase Fee Simple Title

If the Redeveloper shall fail or refuse to submit a Preliminary Plans and Specifications satisfactory to the City as provided in Section 302 of this Agreement, or shall fail or refuse to complete the purchase and accept possession of the Property upon proper tender of conveyance by the City pursuant to this Agreement, or there is any unauthorized change in the ownership or distribution of the relative membership or partnership interests in the Redeveloper or with respect to the identity of the parties in control of the Redeveloper or degree thereof, all the remedies available to the City under Section 705 of this Agreement shall apply to defaults under this Section 701. The City Closing Certificate to be furnished to Redeveloper with the Deed at Closing, shall state that Redeveloper has fully satisfied the requirements of this Section 701.

#### Section 702: Consequence of Certain Breaches by Redeveloper

a. If, prior to completion of the Improvements, as evidenced by the issuance of a Certificate of Completion therefor:

1. The Redeveloper shall fail to perform any of its obligations under this Agreement, including without limitation with respect to commencement, diligent prosecution, or completion of construction of Improvements; or

2. The Redeveloper shall fail to pay any real estate taxes or assessments on the Property or any part thereof when due, or shall place or suffer to be placed thereon any encumbrances or liens other than the mortgage lien(s) and easements authorized by this Agreement where proper notice has been provided to the City; or

3. There is a violation of Sections 401(a) or 401(b) of this Agreement with respect to a transfer of the Property or any part thereof, or a change in the

ownership or control of or interests in the Redeveloper;

then, the City shall in writing notify the Redeveloper and the Lenders of which the City has notice, of such failure or violation. The Redeveloper and any Lenders shall thereupon have ninety (90) days from the receipt by it of such written notice to cure such failure or violation. If the Redeveloper does not cure such failure or violation within the ninety (90) day period (or within such extended period of time as may be established by the City acting solely in its discretion) and if the Lenders in replacement thereof do not exercise their rights to cure such violation or failure as provided in Section 704 hereof, then an "Event of Default" shall be deemed to exist.

b. Upon and after any Event of Default, subject to the right of Lenders, the City personally, or by its agents and attorneys, may enter into and upon all or any part of the Property, and each and every part thereof, and may exclude the Redeveloper, its agents and servants wholly therefrom; and having and holding the same, may use, operate, manage and control the Property, either personally or by its superintendents, managers, agents, servants, attorneys or receivers; and upon every such entry, the City at the expense of the Redeveloper, may complete the construction of the Project and in the course of such completion may make such changes in the contemplated improvements as it may deem desirable and may insure the same; and change the expense of such construction and amounts necessary to pay for taxes, assessments, insurance prior to other proper charges upon the Property or any part thereof, as well as just and reasonable compensation for the services of the City and for all attorneys, counsel, agents, clerks, servants and other employees by it properly engaged and employed.

c. The City, with or without entry, personally or by its agents or attorneys, insofar as applicable, may:

1. sell the Property to the extent permitted and pursuant to the procedures provided by law, and all estate, right, title and interest, claim and demand therein, and right of redemption thereof, at one or more sale as an entirety or in parcels, and at such time and place upon such terms and after such notice thereof as may be required or permitted by law; and/or

2. institute proceedings for the complete or partial foreclosure of the City Mortgage; and/or

3. apply to any court of competent jurisdiction for the appointment of a receiver or receivers for the Property and of all the earnings, revenues, rents, issues, profits and income thereof; and/or

4. take such steps to protect and enforce its rights whether by action, suit or proceeding in equity or at law for the specific performance of any covenant, condition or agreement in this Agreement or in the City Mortgage, or in aid of the execution of any powers therein granted, or for any foreclosure under the City

Mortgage, or for the enforcement of any other appropriate legal or equitable remedy or otherwise as the City shall elect.

d. Upon the completion of any sale or sales made by the City, the City, or an officer of any court empowered to do so, shall execute and deliver to the accepted purchaser or purchasers a good and sufficient instrument, or good and sufficient instruments, conveying, assigning and transferring all estate, right, title and interest in and to the property and rights sold.

e. The proceeds of a sale by the City pursuant to the City Mortgage shall be applied as follows:

1. First: to reimburse the City for all out of pocket costs and expenses reasonably and proximately incurred by the City, including a reasonably allocated portion of the salaries of City personnel, in connection with the recapture, management and resale of the Property and all administrative and overhead costs in connection therewith;

2. Next: to reimburse the City for expenditures made or obligations incurred with respect to the making or completion of improvements on or for the Property for which it has not otherwise been reimbursed;

3. Next: to pay all taxes, payments in lieu of taxes, public charges and othersums owing to the City with respect to the Property up to the time of such resale (or in the event the Property is exempt from taxation during the period of an amount equal to such taxes as would have been payable if the Property were not so exempt);

4. Next: in their respective order of priority to pay any and all mortgage indebtedness authorized by this Agreement and to make all and whatever payments may be necessary to discharge any other encumbrances or liens existing or threatened in the Property, in favor of mechanics, materialmen or subcontractors;

5. Next: if there is any balance of proceeds remaining, to use the balance of the proceeds to reimburse the Redeveloper for and up to the amount expended by it in the purchase and improvement of the Property less any profit theretofore realized by the Redeveloper from the disposition of any interest in the Property or in any individual part or parcel thereof, and any income realized by the Redeveloper from its use of the Property or such part or parcel; and

6. Finally: Any balance remaining shall remain the property of the City.

#### Section 703: Notices of Breaches to Lenders

If the City gives written notice to the Redeveloper of a default under this Agreement, the City shall forthwith furnish a copy of the notice to each of the Lenders, which the City has been provided notice of from the Redeveloper. To facilitate the operation of this Section



703, the Redeveloper shall at all times keep the City provided with an up-to-date list of names and addresses of Lenders from whom the Redeveloper has obtained loans as permitted under this Agreement. Any such Lender may notify the City of its address and request that the provisions of Section 807, as they relate to notices, apply to it.

#### Section 704: Lender May Cure Breach of Redeveloper

a. If the Redeveloper has received notice from the City of a default under this Agreement and such breach is not cured by the Redeveloper before the expiration of the period provided therefor, if any, the Lenders as permitted under this Agreement may cure any such breach upon giving written notice of their intention to do so to the City within ninety (90) days after such Lender receives such notice of breach, and the City shall accept such cure to the extent as if tendered by the Redeveloper, and such Lender shall thereupon proceed with due diligence to cure such breach (which cure may include, without limitation, the exercise of such Lender's rights and remedies on account of a default by the Redeveloper under the applicable loan documents).

b. In the event any Lender elects to complete the Improvements as herein provided, or to cure any other breach, such Lender shall be afforded an additional period of time, as specified below, to complete construction of the Improvements, and to enable the Lender and its transferee to obtain possession and control of the Property, or portion thereof in question, by foreclosure or otherwise, and to correct such breach, and following the completion of the Improvements in accordance with the provisions of this Agreement, such Lender shall be entitled to receive a Certificate of Completion, as contemplated in Section 304.

c. The additional period of time referenced in the foregoing paragraph shall be equal to the period specifically allowed Redeveloper under this Agreement to complete the Improvements as herein provided, or in the event of any other breach, the period, if any, specifically allowed to cure such breach, or if this Agreement provides no such specific period for such cure, then a period equal to ninety (90) days after such Lender delivers such written notice that it intends to cure such breach.

#### Section 705: Remedies for Other Breaches

It is understood by the parties hereto that in the event any party shall fail to comply with or violate any of the provisions of this Agreement, then the other party hereto may institute such actions and proceedings as may be appropriate, including actions and proceedings to compel specific performance and payment of all damages, expenses, and costs. Neither these remedies nor that class of remedies more particularly described in this Agreement shall be exclusive unless specifically so described, provided, however, that the remedies prescribed in Section 706 for the defaults therein described shall be exclusive.

Section 706: Equal Opportunity Compliance Policy and Breach Thereof

a. If, at any time prior to the issuance of the final Certificate of Completion pursuant to the terms of Section 304 hereof, the applicable authority of the City shall find that the Redeveloper has violated the requirements of the City's "Equal Opportunity Compliance Policy" the City shall issue notice of such violation, setting forth the nature of the violation and facts to support the finding of violation. Such notice shall be sent certified mail, return receipt requested, to the Redeveloper.

b. The Redeveloper shall have the right to appeal such notice of violation within thirty (30) days of receipt of the notice thereof. Within thirty (30) days after receipt by the City of written notice of the Redeveloper's intention to appeal said finding, the applicable City authority shall hear such appeal at a public meeting.

c. Upon the failure of the Redeveloper to appeal the notice of violation, or upon a determination by the City, subsequent to any appeal, that the Redeveloper has failed to comply with the requirements of the City's "Equal Opportunity Compliance Policy," all the remedies available to the City under Section 705 of this Agreement shall apply to the defaults described in this Section 706. Nothing herein shall limit the remedies, which may be available to private persons affected by such defaults of the Redeveloper.

d. Upon the failure of the Redeveloper to appeal the notice of violation, or upon the determination by the City, subsequent to an appeal of the finding, that the Redeveloper has failed to comply with the requirements of the City's "Equal Opportunity Compliance Policy," the applicable City official shall send a notice of his finding and any City action related thereto to the following: (i) Mayor, City of Springfield; (ii) all Lenders; and (iii) such other interested parties as the City may deem appropriate.

**ARTICLE VIII  
MISCELLANEOUS PROVISIONS**

Section 801: Obligations and Rights and Remedies Cumulative and Separable

The respective rights and remedies of the City and the Redeveloper, whether provided by this Agreement, or by law, shall be cumulative, and the exercise of any one or more of such rights or remedies shall not preclude the exercise, at the same or different times of any other such rights or remedies.

Section 802: Finality of Approvals

Where, pursuant to this Agreement, any document or proposed action by the Redeveloper is submitted by it to the City, and the Redeveloper has been notified in writing by the City that the same is approved or is satisfactory, such determination shall be conclusively deemed to be a final determination by the City with respect to such particular document or proposed action for which such approval or notice of satisfaction was given.

Where the consent or approval of the City is required hereunder, such consent or approval shall not be unreasonably withheld or delayed, nor shall it be made contingent upon or structured so as to require, directly or indirectly, the payment of any fee or charge by the Redeveloper or any other interested party. Whenever there is hereunder a requirement that anything, act or circumstance shall be satisfactory to the City or shall be done and performed to the City's satisfaction or there is any other requirement of similar import, the standards of reasonableness and customary practice with respect to projects of comparable size, location, and complexity as the Project shall be used by the City in determining the adequacy and sufficiency of the Redeveloper's performance.

#### Section 803: How Agreement Affected by Provisions Being Held Invalid

If any provisions of this Agreement are held invalid, the remainder of this Agreement shall not be affected thereby, if such remainder would then continue to conform to the requirements of applicable laws and of the Code.

#### Section 804: Covenants to be Enforceable by the City

The covenants herein contained, in addition to all covenants, restrictions and requirements contained within the RFP, which are expressed to be covenants running with the land, shall be stated or incorporated by reference in any instrument of conveyance or lease relating to the Property or any portion thereof or any interest therein and shall in any event and without regard to technical classification or designation, legal or otherwise, and except only as otherwise specifically provided in this Agreement be, to the fullest extent permitted by law and equity, binding for the benefit and in favor of, and enforceable by, the City against the Redeveloper (including its successors and assigns to or of the Property or any part thereof or any interest therein and any party in possession or occupancy of the Property or any part thereof).

#### Section 805: Compliance with Laws

Redeveloper agrees throughout the term of this Agreement, and for its successors and or assigns, at Redeveloper's sole cost and expense, promptly to comply with, and cause the Property to be maintained in conformity with, and not in violation of all applicable laws and the orders, rules, regulations and requirements of the federal, state and city governments and offices thereof, and the orders, rules, regulations and requirements of the water, sewer (including the Springfield Water and Sewer Commission), electrical or other inspection departments with jurisdiction in the City of Springfield, whether such laws, ordinances, orders, rules, regulations and requirements are foreseen or unforeseen, ordinary or extraordinary, and whether or not the same require structural repairs or alterations. Redeveloper will, likewise, observe and comply with the requirements of all policies of public liability, fire and other policies of insurance at any time in force with reference to the Property (or Improvements thereon). The Redeveloper understands its obligation at all times during the performance of the Improvements and use of the Property, to comply with all applicable laws, rules regulations, and by-laws of the United States Environmental Protection Agency and the Massachusetts Department of Environmental Protection. Without limiting the

generality of other provisions of this Agreement, Redeveloper shall indemnify, hold harmless and defend the City from any loss, cost, liability or expense which may be incurred by such non-compliance.

Section 806: City Officials and Officers Barred from Interest

a. No member, official or employee of the City shall have any personal interest, direct or indirect, in this Agreement or the Redeveloper, nor shall any such member, official or employee participate in any decision relating to this Agreement which affects his personal interest or the interests of any corporation, partnership, or association in which he is, directly or indirectly, interested. No member, official or employee of the City shall be personally liable to the Redeveloper or any successor in interest in the event of any default or breach by the City or for any amount which may become due to the Redeveloper or to its successors or on any obligations under the terms of this Agreement.

b. After the date hereinabove first written, the Redeveloper shall not, without a prior finding by the City that such action is consistent with the public interest, employ in connection with its obligations under this Agreement, any person who has participated in the planning or execution of the Project and who is named on any list which may be furnished by the City to the Redeveloper as having so participated, or permit any such person to directly or indirectly acquire an interest (except an interest based upon the ownership of its capital stock if such stock is publicly held or offered) in the Redeveloper or in the Properties prior to the completion of the Improvements thereon in accordance with this Agreement and the Plan.

c. The Redeveloper covenants that it has not employed or retained any company or person (other than a full-time bona fide employee working for the Redeveloper) to solicit or secure this Agreement, and that he has not paid or agreed to pay any company or person any percentage, or brokerage fee, contingent upon or resulting from the execution of this Agreement.

Section 807: Approvals and Notices

Except as otherwise specifically provided in this Agreement, whenever under this Agreement approvals, authorizations, determinations, satisfactions, or waivers are required or permitted, such approvals, authorizations, determinations, satisfactions or waivers shall be effective and valid only when given in writing signed by a duly authorized officer of the City or Redeveloper, and shall be deemed given when deposited in the United States mail and sent registered or certified, postage prepaid, to the principal office of the party to whom it is directed, which is as follows:

Redeveloper: Home City Development, Inc.  
261 Oak Grove Avenue  
Springfield, Massachusetts 01109  
Attn: Thomas P. Kegelman

With a copy to: Attorney Ellen W. Freyman  
Shatz, Schwartz and Fentin, P.C.  
1441 Main Street  
Springfield, Massachusetts 01103

City: Timothy Sheehan  
Chief Development Officer  
City of Springfield  
70 Tapley Street  
Springfield, Massachusetts 01104

With a copy to: Office of the City Solicitor  
36 Court Street  
Springfield, Massachusetts 01103

The parties shall promptly notify each other of any change of their respective addresses set forth above, after which notification such new address shall become the notice address hereunder. Notice and other communications to Lenders shall be deemed given when deposited in the United States mail and sent registered or certified, postage prepaid, to the last known address of the party concerned. Any requests for approvals made by the Redeveloper to the City where such approvals shall be deemed granted after a period of non-reply by the City shall, as a condition to the effectiveness thereof, be prefaced with the following language printed in capital letters in boldface type:

**"NOTICE THIS REQUEST FOR APPROVAL  
REQUIRES IMMEDIATE REPLY. FAILURE TO  
RESPOND WITHIN TEN (10) BUSINESS DAYS SHALL  
RESULT IN AUTOMATIC APPROVAL."**

Section 808: Matters to be Disregarded

The titles of the several articles and sections of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of the provisions of this Agreement.

Section 809: Obligations to Continue

Except as to obligations to be performed at or prior to the time of closing of the sale and conveyance of fee simple title to and delivery of possession of the Property, the provisions of this Agreement shall survive the time of closing and the sale and conveyance of fee simple title to and the delivery of possession of the Property to the Redeveloper, but shall not survive issuance of the Certificate of Completion by the City as to any applicable portion of the Property, except to the extent expressly stated herein, in the Deed or in the Certificate of Completion.

#### Section 810: Excusable Delays

For the purposes of any of the provisions of this Agreement, neither the City nor the Redeveloper, as the case may be, shall be considered in breach of or default in its obligations with respect to the preparation of the Property for redevelopment, or the beginning and completion of construction of the Improvements, or progress in respect thereto, in the event of unavoidable delay in the performance of such obligations due to causes beyond its control and without its fault or negligence, including but not restricted to, acts of God, or of the public enemy, acts of the Government, acts of the other party, fires, floods, or other casualties, epidemics, quarantine restrictions, labor disputes, freight embargoes, and unusually severe weather or delays of the contractor or any sub-contractors due to such causes; it being the purpose and intent of this provision that in the event of the occurrence of any such enforced delay, the time or times for performance of the obligations of the Redeveloper with respect to the preparation of the Properties for redevelopment or with respect to construction of the Improvements, as the case may be, shall be extended for the period of the enforced delay. Provided, that the party seeking the benefit of the provisions of this Section shall, within a reasonable period after the beginning of any such enforced delay, have first notified the other party thereof in writing stating the cause or causes thereof and requesting an extension for the period of the enforced delay. In calculating the length of the delay, the City shall have final say, and shall consider not only actual work stoppages but also any consequential delays resulting from such stoppages as well. Failure to secure a building permit shall, only with the concurrence of the City, be cause for such extension.

#### Section 811: Advertising

The Redeveloper agrees for itself, its successors, and assigns, that during construction and thereafter the Redeveloper, and its successors and assigns, shall include (if applicable) in all advertising for the sale or rental of the Property a statement to the effect (a) that the Property is open to all persons without discrimination on the basis of race, religion, sex, sexual preference, color or national origin.

#### Section 812: Agreement Binding on Successors and Assigns

Until a Certificate of Completion is issued, the respective provisions of this Agreement, in accordance with their terms, shall be binding upon, and shall inure to the benefit of the successors and assigns of the Redeveloper and the public body or bodies succeeding to the interests of the City, and to any subsequent grantees of the Property.

Neither the Redeveloper nor any successor in title to the Property shall be liable for any breach hereof accruing after the period during which it was owner of the Property, except, with regard to any conveyance pursuant to Section 401 of this Agreement, such liability to cease only upon issuance of the Certificate of Completion pursuant to Section 304 of this Agreement. No Lender shall be deemed to be the owner of the Property for the purposes of this Agreement until it shall have foreclosed the mortgage thereon or shall have acquired title by deed in lieu of foreclosure.

The City agrees to look only to the assets of the Redeveloper and not to the assets of any member of the Redeveloper in the event of any breach by the Redeveloper of its obligations hereunder, it being understood that in no event shall the assets of any member or manager or partner of the Redeveloper, other than their interest in the Property, be subject to liability for any such breach.

#### Section 813: Obligation to Pay Costs

Redeveloper agrees to pay and be liable for the payment of all costs and charges, including the reasonable fees of counsel engaged by the City and the amounts of all judgments and decrees in any action or proceeding incurred in exercising rights of the City under this Agreement, on account of any default or breach of condition by Redeveloper, or occurrence of condition which, under this Lease, confers upon Redeveloper the right to exercise remedies available to the City during an uncured Event of Default of Redeveloper including, without limitation, such costs and expenses incurred in enforcing the City's right to possession of the Property.

#### Section 814: Waivers

Any right or remedy which the City or the Redeveloper may have under this Agreement, or any of its provisions, may be waived in writing by the City or the Redeveloper, as the case may be, without execution of a new or supplementary Agreement, but any such waiver shall not affect any other rights not specifically waived, and no waiver by the Redeveloper of a right under Section 701 or 702 shall be effective unless approved in writing by everyone then entitled to be given notice under Section 703.

#### Section 815: Environmental and Other Regulatory Matters

The Redeveloper shall cause the Property to comply with all Applicable Laws (as defined below).

By accepting and recording this Agreement and the Deed, Redeveloper, for itself, its successors and assigns agrees: (1) to defend, indemnify and save the City of Springfield, its officers, directors, agents and employees (collectively the "Indemnified Parties" and individually an "Indemnified Party") harmless from and against any and all claims, liabilities, losses, damages, costs, fees or expenses (including, but not limited to, administrative costs and reasonable attorneys' or other professional fees and expenses) which the City may incur on account of the Redeveloper's breach of its obligations under this Section 815 and now or thereafter asserted by any governmental agency or third party resulting from the presence of oil, hazardous materials or hazardous wastes as those terms are defined in the Massachusetts General Laws, Chapter 21E, as from time to time amended, and the regulations promulgated pursuant thereto, the Massachusetts Contingency Plan, 310 CMR 40.0000 et seq. (the "Massachusetts Contingency Plan") and/or lead and asbestos (hereinafter collectively "Hazardous Materials") on, in, at, over, from, through or associated with the Property or on any abutting property not owned by City caused by migration of such Hazardous Materials from the Property; and (2) not to sue (and not to encourage or assist others to sue)

or commence action, claim, counterclaim or cross-claim, or otherwise seek affirmative relief against the City arising out of the presence of Hazardous Materials on, in, at, over, under, from, through or associated with the Property or on any other property not owned by the City because of migration of such Hazardous Materials from the Property. Any required response action related to the Property required by a governmental agency shall be performed by Redeveloper, and its successors and assigns, at Redeveloper's, and its successors' and assigns', sole cost and expense, and shall be performed in accordance with Massachusetts General Laws Chapter 21E, the Massachusetts Contingency Plan, and any other Applicable Laws, as defined below.

d. For the purpose of this Agreement and the Deed, the term "Applicable Law" means, without limitation, all state and/or Federal laws, statutes, codes, acts, ordinances, orders, judgments, decrees, injunctions, rules, regulations, permits, licenses, authorizations, directions and requirements, of all governments, departments, and offices, relating in any way to the control and/or abatement of environmental pollution and environmental hazards, or related to the permitting for development, of or at the Property pursuant to the Redeveloper's Design Proposal, as it may be amended, that now or at any time hereafter may be applicable. The provisions of this Section shall survive the issuance of a Certificate of Completion for the Project.

#### Section 816: Other Documents

In the event of any inconsistency between the provisions of this Agreement and the provisions of any other agreement entered into by the City and the Redeveloper in connection with the Property, the provisions of this Agreement shall be dispositive.

#### Section 817: Disclosure Representation and Warranty

The Redeveloper represents and warrants that it has filed with the City, pursuant to M.G.L. ch.7, section 40J, a Disclosure of Beneficial Interests as required under said Section 40J, and that such disclosure statement is true and correct as of the date hereof.

#### Section 819: Business Days

For the purposes of this Agreement, a "business day" shall mean any day other than Saturday, Sunday, and holidays on which City of Springfield offices are closed.

#### Section 820: Counterparts; Interpretation of this Agreement

This Agreement may be executed in multiple counterparts, which together, shall constitute but one original. Each of the parties hereto confirms that before executing this Agreement, s/he or it had the actual benefit of legal counsel of his/her/its own selection, and that s/he or it executed this Agreement following consultation with such counsel. It shall be deemed that this Agreement has been drafted and composed by the Parties. The terms of this Agreement shall not be interpreted or construed in favor or against any party on the grounds that one party was the draftsman thereof.



Section 821: Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, without regard to principles of conflicts of laws.

Section 822: Waiver of Jury Trial; Venue

Each of the parties hereto hereby waives any right it may have to a jury trial on any claim or action arising out of this Agreement. Any action arising hereunder shall be heard in any state court of the Commonwealth of Massachusetts having jurisdiction in Hampden County or in the Federal District Court for the Commonwealth of Massachusetts having jurisdiction in Hampden County.

Section 823: Recording

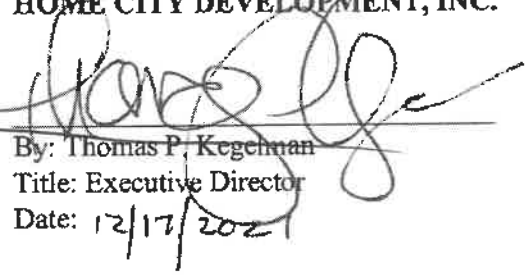
This Agreement shall be recorded by Redeveloper, at Redeveloper's sole expense, in the Registry of Deeds for Hampden County, or with the Land Court, as applicable.

IN WITNESS WHEREOF, on the first date above written, the parties hereto have caused this Agreement in three counterparts to be signed, sealed and delivered by their duly authorized officers or representatives, respectively.

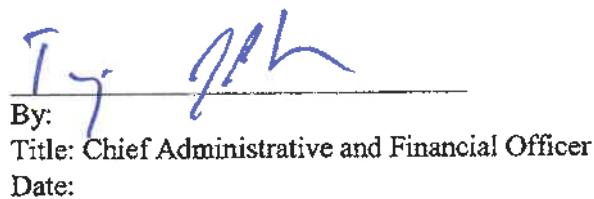
**THE CITY OF SPRINGFIELD**

**HOME CITY DEVELOPMENT, INC.**

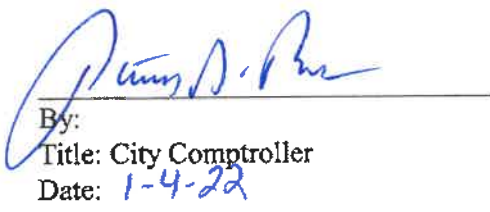
  
By: Timothy Sheehan  
Title: Chief Development Officer  
Date:

  
By: Thomas P. Keeghan  
Title: Executive Director  
Date: 12/17/2021

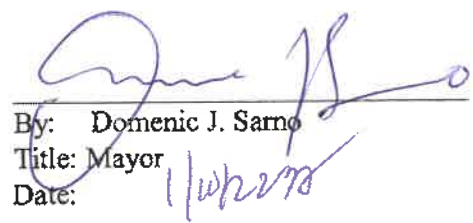
Approved:

  
By:  
Title: Chief Administrative and Financial Officer  
Date:

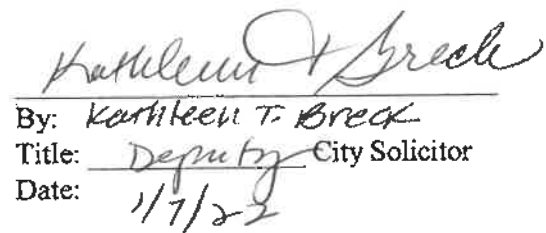
Approved to Appropriation: *na*

  
By:  
Title: City Comptroller  
Date: 1-4-22

APPROVED:

  
By: Domenic J. Sarno  
Title: Mayor  
Date: 1/17/22

Approved as to form:

  
By: Karliken T. Breck  
Title: Deputy City Solicitor  
Date: 1/7/22



July 30, 2021

Jasper McCoy  
Home City Housing Development, LLC  
261 Oak Grove Ave.  
Springfield, MA 01109

Dear Jasper:

Thank you for the opportunity to coordinate a financing arrangement for the development and construction of the Gemini site. Below you will find an outline of terms and conditions under which the financing could be arranged pending approval by the New Valley Bank and Trust. This proposal is subject to additional financial due diligence as outlined herein and upon receipt of additional information, including but not limited to that information requested in the attached Exhibit A

**Loan 1: Revolving Construction Loan**

- (a) **Borrower:** New entity to be formed by Home City Housing Development, LLC
- (b) **Loan Amount:** The lesser of \$2,000,000 or 75% of the construction costs at any point in time through the construction process.
- (c) **Loan Purpose:** To assist in the funding of 33 townhomes to be constructed in Springfield, MA and to be repaid through the issuance of MassHousing subsidized advances at the conveyance of each property to the homeowner under the Commonwealth Builder program.
- (d) **Loan Type:** Revolving Multi-Advance Line of Credit
- (e) **Loan Term:** 36 months.
- (f) **Interest Rate:** Wall Street Journal Prime Rate plus 1.5% (variable).
- (g) **Payments:** Interest only monthly to be funded by an interest reserve account to be held at the Bank. Principal payments on a per unit basis to be established.
- (h) **Fees:** \$500 shall be paid to the Bank at the time that each townhouse is sold.
- (i) **Guarantees:** Entity guaranty of Home City Housing Development, LLC

2. Collateral: (a) A first mortgage on the property in Springfield, MA formerly known as the Gemini site to be improved into 33 single family townhouses (the "Property").  
(b) An assignment of all sales contracts and agreements associated with the Property.  
(c) An assignment of all permits, licenses and any other contracts pertinent to the development and sale of the Property.

3. Prepayment  
Penalty: None.

4. Financial Reporting  
(a) Annual tax return for the Borrower within 120 days of each fiscal year end.  
(b) Monthly cumulative and period to date construction budget to actual cost variance report within 10 days of each period end.  
(c) Annual audited financial statement for the Guarantor within 150 days of each calendar year end.  
(d) Additional information as reasonably requested.

5. Pre-Closing Conditions  
(e) Review and approval of the take out commitment from MassHousing.  
(f) Review and approval of the financing commitments from City HOME, DHCD, and City of Springfield CPA funding terms.  
(g) Review and approval of construction budget by Bank's consultant.  
(h) Receipt of current, satisfactory Environmental Review report.

6. Other Conditions  
(a) No additional debt or encumbrances against the Borrower and the project without prior Bank approval.  
(b) All loans due to the project sponsor from the Borrower shall be fully subordinated to the Bank and shall not be paid until all obligations to the Bank are paid first.

7. Insurances

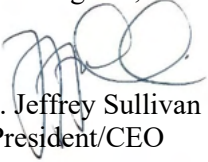
Borrowers shall provide evidence of builder's risk, property, and liability insurance prior to closing in a form acceptable to the Bank with the Bank listed as loss payee and mortgagee.

8. Reimbursement of Costs

Borrower will reimburse the Bank for all costs associated with underwriting and documenting this transaction including but not limited to appraisal fees, environmental reviews and assessments, UCC filings, legal and documentation fees and other costs.

Please note that the terms outlined above are for discussion purposes only and additional due diligence, credit approvals, and legal documentation will be required to move forward with this transaction, including but not limited to receipt and satisfactory review and acceptance of a current appraisal and environmental property screen on the Property. We sincerely appreciate the opportunity to provide this proposal and look forward to establishing a strong relationship together.

Best regards,



J. Jeffrey Sullivan  
President/CEO

Accepted:

By: \_\_\_\_\_

Thomas Kegelman, Manager

Date: \_\_\_\_\_

Exhibit A

- Satisfactory Environmental Review report (to be ordered by the Bank)
- Satisfactory Appraisal (to be ordered by the Bank)
- Detailed projected construction and sell out projections.
- Final detailed construction budget for infrastructure and development phase of project.
- Last two years' audited financial statements and tax returns for Home City and subsidiaries
- Copies of commitment letters/grant letters from MassHousing, DHCD, City HOME funds, and CPA

October 19, 2021

Tom Kegelman  
Executive Director  
Home City Development, Inc.  
261 Oak Grove Ave  
Springfield, MA 01109

Re: Gemini Townhomes

Dear Mr. Kegelman:

I am pleased to inform you that on September 30, 2021, CEDAC's Board of Directors approved a loan (the "Loan") for the captioned Gemini Townhomes (the "Project") in an initial commitment of Loan proceeds in the amount of up to \$300,000 (the initial "Authorized Amount"). The proceeds of the Loan may be used to pay for certain technical assistance, predevelopment and site control expenses associated with the Project. Those Project expenses initially authorized to be funded under this Loan are outlined in Exhibit A of the loan agreement enclosed with this letter. This commitment is subject to all applicable CEDAC Guidelines and Terms and Conditions.

**Please note that this means you can only request up to \$300,000 at this time.** The loan documents included in this package will reflect the Authorized Amount and the maximum loan amount, not to exceed \$400,000 (the "Maximum Loan Amount"). This Maximum Loan Amount is provided so new loan documents do not have to be drafted at the time of an increase. However, the Project must submit a Pre-development Loan Increase Request to CEDAC for CEDAC's Board of Directors to review and approve, in order to be eligible for funds above the Authorized Amount.

CEDAC's commitment to make this Loan is subject to the following conditions:

- Home City Development, Inc. must enter into a loan agreement with CEDAC. CEDAC expects all its borrowers to repay in full all loan proceeds disbursed by CEDAC with respect to successfully financed projects. In particular, the loan agreement stipulates that all outstanding principal and interest will be repaid to CEDAC out of the initial disbursement of proceeds of the initial financing for the Project. A copy of the loan agreement is enclosed.
- Under this loan program governing this Loan, CEDAC will typically disburse all approved amounts to, or on behalf of, Home City Development, Inc. after submission of appropriate invoices and other supporting information in accordance with CEDAC's standard invoice policies.
- Notwithstanding the Maximum Loan Amount for this Loan set forth above and in the enclosed loan documents, actual disbursements of Loan proceeds may only be approved and made by CEDAC up to the aggregate "Authorized Amount" specifically


authorized and approved from time to time by CEDAC's Board of Directors. As noted above, as of the date of this letter CEDAC's Board of Directors only has authorized CEDAC staff to approve and disburse up to \$300,000 and the only authorized uses of such disbursements are outlined in Exhibit A to the loan agreement enclosed with this letter.

To expedite processing of this Loan, all necessary loan documents are enclosed. The enclosed documents have been prepared on the assumption that the full Maximum Loan Amount will eventually be authorized and disbursed. But as noted above, even though the loan documents contemplate that the Loan will eventually be for the Maximum Loan Amount, in no event may the aggregate amount of the Loan proceeds actually disbursed exceed the Authorized Amount approved from time to time by the CEDAC Board. The CEDAC loan package instructions enclosed with this letter explain how to execute the documents.

CEDAC charges a one percent (1%) loan commitment fee for Predevelopment Loans. A borrower may choose to write a check in the amount of the commitment fee, or use loan proceeds to pay this fee, which will be due upon closing of the predevelopment loan. Included in this packet is an invoice. Should you choose to write a check, please return the check with your signed loan documents. Should you choose to use loan proceeds to pay the fee, please return an original, signed invoice with this option selected.

Once again, congratulations on this award of assistance from CEDAC. We are impressed with the Project and we look forward to making our funds available to Home City Development, Inc. If you have any questions regarding your loan commitment or the enclosed documents, please contact your Project Manager, Bill Brauner.

Sincerely,

A handwritten signature in black ink that reads "Roger Herzog". The signature is written in a cursive style with a long, sweeping underline that extends to the right and then curves back down towards the text below.

Roger Herzog  
Executive Director



# Home City Development, Inc.

261 Oak Grove Ave., Springfield MA 01109  
Tel: (413) 785-5312 Fax: (413) 328-7212

March 30<sup>th</sup>, 2022

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

In the last week, we have received news that the funding was increased to allow **40 units** as reflected in the narrative and budget. This initial letter of interest attached in **TAB 4** is being updated but was not available as of the deadline March 31<sup>st</sup>. New guidelines from MassHousing Commonwealth builders are included herein.





November 22, 2021

Thomas Kegelman  
Executive Director  
Home City Development, Inc.  
261 Oak Grove Avenue  
Springfield, MA 01109

Re: **Gemini Townhomes (Springfield)**

Dear Mr. Kegelman:

I am writing to confirm MassHousing's interest in providing Commonwealth Builder funds for Gemini Townhomes, a proposed development located in Springfield, which would provide a total of thirty-three (33) housing units, all of which will be restricted as Commonwealth Builder units. We value the opportunity to partner in this transaction.

Based on our preliminary analysis, including our review of the sales prices and income limits reflected in the proposed pro forma, it is our assessment that Commonwealth Builder Units would be appropriate for this development and that the Development may be eligible and appropriate for Commonwealth Builder Program funding. If you elect to apply for program funding for the Development, the amount of such funding and the number of and applicable affordability thresholds for the Commonwealth Builder Units would be confirmed as part of MassHousing's formal review, which would include a comprehensive, third-party market study.

If MassHousing issues a funding commitment for the Development, closing on the funding would be subject to confirmation of the Development's compliance with all applicable MassHousing requirements, as reflected in MassHousing's commitment letter, the Commonwealth Builder Program Guidelines, and applicable MassHousing closing standards.

Please note that this does not constitute a commitment and is intended to serve as a basis for further discussion.

Included in this PDF are the following:

1. **MassHousing Term Sheet:** This captures our understanding of the deal and presents a basic outline of the terms and conditions of the proposed financing.
2. **Sources and Uses:** This is a summary of sources and uses at this time.

MassHousing is committed to working with you to meet your projected closing and construction start schedule. Following are milestones you can expect:

- **Commencing Application Review:** Please see the Application Requirements for the full list of items MassHousing will need in order to officially begin reviewing the application

for funding. The Originator will be in touch with you to follow up and clarify items if necessary.

- **Commitment:** This transaction will be reviewed and funds will be committed by MassHousing staff. Processing commitment proposals may take up to 30 days.

If you wish to proceed with a financing application, please sign this Term Sheet to acknowledge Developer's acceptance of the terms set forth herein and submit a complete financing application, together with the application fee in the amount specified above, within ten (10) days of receipt hereof. This Term Sheet will expire if MassHousing has not received a full application within two (2) months of execution or if the Development has not received a commitment of funding from MassHousing within six (6) months of execution. In the instance that there are fundamental changes to the transaction structure, execution of a new term sheet may be necessary.

Please keep us informed as the project moves forward. We welcome the opportunity to work with you on this exciting and worthwhile project.

Sincerely,

**Sarah Hall**

Originator

cc: Cynthia Lacasse, Director of Rental Business Development  
Kathleen Evans, Product and Lending Analytics Manager



## MassHousing Term Sheet

### CommonWealth Builder Program

Dated November 22, 2021

- A. General Project Information
- B. Overview of CommonWealth Builder Funding
- C. Other Funding Sources
- D. Additional Requirements

A. General Project Information	
Sponsor	Home City Development, Inc. (“ <u>Sponsor</u> ”)
Developer	Gemini Townhomes LLC or another single-purpose, sole-asset entity in which Sponsor holds a controlling ownership interest.
Development Name and Address	Gemini Townhomes (the “Development”) 86 Morris Street, Springfield, MA 01105
Development Description	<p>The Development site is located in Springfield and is currently owned by the City of Springfield.</p> <p>The Development proposal is for the construction of a townhouse project, which will consist of 33 residential units. When construction has been completed the Developer will sell the residential units to eligible homebuyers.</p> <p>As proposed, the Development will include 33 CommonWealth Builder units. The CommonWealth Builder units: twenty (20) 2-bedroom units and thirteen (13) 3-bedroom units.</p>

<b>B. Overview of Commonwealth Builder Funding</b>	
Funding Type	Forgivable Loan
Funding Amount	<p>Up to \$5,000,000, but not to exceed \$150,000 per Commonwealth Builder Unit.</p> <p>MassHousing reserves the right to adjust the funding amount for any reason prior to the closing of construction financing, including but not limited to any change in the number of dwelling units, the projected development sources and uses.</p>
Use of Program Funds	The Commonwealth Builder Program funding will provide a subsidy to Developer to support the creation of units to be sold at prices calculated based on the applicable AMI affordability tiers.
Affordability Tier(s)	The Development will provide 33 Commonwealth Builder Units, of which five (5) units will be restricted to households earning up to 80% area median income (AMI), eleven (11) units will be restricted to households earning up to 100% AMI, and seventeen (17) units will be restricted to households earning up to 110% AMI.
Affordability Restriction Term	The restriction on each Commonwealth Builder Unit will have a term of fifteen (15) years from the date of the initial sale of such unit.
Program Documents	<p>The Commonwealth Builder Program funding terms will be set forth in agreements between the Developer and MassHousing, which will, among other things, specify the conditions for disbursement of the funding to Developer; cost certification requirements; and the terms and conditions for Developer's sale of the Commonwealth Builder Units, including eligibility criteria for homebuyers; marketing, lottery and waitlist requirements, and the calculation of the maximum permitted sale prices.</p> <p>Among required documents will be:</p> <ul style="list-style-type: none"> <li>- An affordable housing covenant/deed rider executed by the Developer or purchasers of Commonwealth Builder Units specifying applicable restrictions, including requirements for any re-sale of the Commonwealth Builder Unit, and</li> <li>- A non-monetary mortgage to be executed by the purchasers of each Commonwealth Builder Unit securing the obligations under such restriction.</li> </ul> <p>MassHousing may require additional documentation as necessary and appropriate.</p>

Funding Disbursement	The Commonwealth Builder funds will be disbursed during the construction period.
Funding Repayment	<p>Funding will be structured as a forgivable loan, which shall be forgivable following the sale of all of the Commonwealth Builder Units to eligible buyers, at prices not to exceed an agreed upon maximum, within three years of closing of construction financing, and cost certification approved by MassHousing.</p> <p>In addition, MassHousing will be entitled to a portion of any savings reflected in the final development sources and uses and approved cost certification. The cost certification and supporting documentation must show that the amount of profit and overhead for the Development does not exceed the Program limits, as specified below.</p>



<b>D. Other Requirements</b>	
Closing Diligence	The contractor and other parties comprising the development team and the Development's schematic design are subject to MassHousing's review and approval. MassHousing will coordinate its general diligence review with the senior construction lender.
Developer Overhead and Profit	The Developer overhead shall not exceed 10% of the Development's total development costs (TDC) for overhead and profit shall not exceed 10% of TDC as calculated in the approved cost certification.
Fees	<p>An application fee of \$7,500 is due and payable with submission of this Term Sheet executed by Developer and the completed financing application.</p> <p>No other fees are required in connection with the program funding.</p>

[Remainder of this page intentionally left blank; signature page to follow]

This is a Term Sheet only and does not constitute a commitment by MassHousing. The terms reflected above are subject to change, in whole or in part, and do not constitute all of the terms and conditions that would apply to funding under the MassHousing Commonwealth Builder Homeownership Production Program. If Developer applies for and MassHousing approves program funding, MassHousing will issue a commitment letter with the applicable terms and closing conditions.

DocuSigned by:  
Mark Teden  
4EE0BE8E16204EB

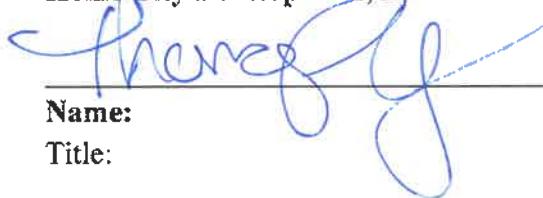
11/23/2021

**Mark Teden**  
Vice President of Multifamily Programs

**Date**

**ACCEPTED BY:**

**Home City Development, Inc.**

  
**Name:**  
**Title:**

11/23/2021  
**Date**





# MassHousing Commonwealth Builder (CWB) Program Guidelines

March 2022

Commonwealth Builder (“CWB”) is MassHousing’s moderate-income homeownership production program. Under CWB, MassHousing makes grants to eligible projects that provide deed-restricted affordable homeownership units (“Restricted CWB Units”).

Table of Contents	
Eligibility Criteria	A. Geographic Eligibility B. Project Eligibility C. Unit Eligibility
Restrictions and Requirements	D. Funding Levels and Requirements E. Affordability Restrictions and Requirements
Application and Approval	F. Application Components G. Review and Approval Process H. Documentation

A. Geographic Eligibility	
Municipalities	a. Boston  b. Gateway Cities <ul style="list-style-type: none"> <li>• Attleboro, Barnstable, Brockton, Chelsea, Chicopee, Everett, Fall River, Fitchburg, Haverhill, Holyoke, Lawrence, Leominster, Lowell, Lynn, Malden, Methuen, New Bedford, Peabody, Pittsfield, Quincy, Revere, Salem, Springfield, Taunton, Westfield, Worcester</li> </ul> c. Disproportionately Impacted Communities <ul style="list-style-type: none"> <li>• Framingham, Randolph, <i>as well as municipalities listed in a. and b. above.</i></li> </ul>

<b>B. Project Eligibility</b>	
Project Type	<p>Production (New Construction or Adaptive Reuse)</p> <p><i>In addition to the Restricted CWB Units, eligible projects may include market homeownership units, restricted and/or market rental units, and/or ancillary commercial units.</i></p>
Site Type	Single-site; scattered-site projects are ineligible.
Development Type	Fee-simple single-family homes, or condominiums with professional management.
Unit Count	<p>In general, eligible projects will be expected to meet the following criteria:</p> <ul style="list-style-type: none"> <li>a. For condominium developments, projects must include a minimum of fifteen (15) total project units of which the greater of: (i) 25% of the total homeownership units or (ii) ten (10) homeownership units must be Restricted CWB Units, or</li> <li>b. For fee simple developments, projects must include a minimum of seven (7) Restricted CWB Units regardless of overall project size.</li> </ul>
Readiness to Proceed	<p>Sponsor must be able to submit all application materials (listed in Section F) including a term sheet from a construction lender.</p> <p>Applications will be accepted and reviewed on a rolling basis.</p>

C. Unit Eligibility	
Age Restriction	None permitted.
Inclusionary Units	Units required for inclusionary zoning purposes, or other local ordinances are not eligible for this subsidy.
Income Restriction	70-120% AMI; generally, no higher than the income level at which comparable market units are affordable (assuming 30% of income spent on housing).
Overlapping Restrictions	A Restricted CWB Unit may also be subject to additional affordability restrictions imposed by any other subsidy program supporting the Restricted CWB Unit, provided the other restrictions are not in conflict with the CWB Restriction. Such restrictions may have a longer term than the CWB Restriction, subject to MassHousing's approval.
Homebuyers Requirements	<p>Restricted CWB Units must be sold to first-time homebuyers as defined below.</p> <p><i>First-time homebuyer</i> means an individual or household, of which no household member has had an ownership interest in a principal residence at any time during the three (3)-year period prior to the date of qualification as an eligible purchaser, unless such ownership was by (i) any individual who is a displaced homemaker (as may be defined by the Massachusetts Department of Housing and Community Development) (ii) any individual who is a single-parent who has only owned a house with a former spouse while married or (iii) any individual who has owned a dwelling unit whose structure is not permanently affixed to a permanent foundation in accordance with local or other applicable regulations or is not in compliance with applicable building codes, or other applicable codes, and cannot be brought into compliance with the codes for less than the cost of constructing a permanent structure.</p> <p>At the time eligibility is determined, homebuyers must have assets, excluding qualified retirement plans, of less than \$100,000.</p> <p>Additionally, homebuyers must (1) qualify for a conforming loan at industry-standard interest rates, (2) provide a minimum 3% down payment or qualify for an approved Down Payment Assistance program, (3) pay closing costs, and (4) complete homeownership counseling by the time of purchase.</p>
Homebuyer Preference	<p>Preferences will be made for homebuyers <i>from Disproportionately Impacted Households</i> pursuant to the U.S. Department of Treasury's Final Rule, 31 CFR Part 35, implementing the Coronavirus State Fiscal Recovery Fund established under Section 9901 of The American Rescue Plan Act. <i>Disproportionately Impacted Households</i> include (i) households in Qualified Census Tracts, (ii) low-income<sup>1</sup> households, and (iii) households that otherwise qualify for any of the following programs: Temporary Assistance for Needy Families (TANF); Supplemental Nutrition Assistance Program</p>

<sup>1</sup> The final rule defines a household as low income if it has (i) income at or below 185 percent of the Federal Poverty Guidelines (FPG) for the size of its household based on the most recently published poverty guidelines by the Department of Health and Human Services (HHS) or (ii) income at or below 40 percent of the Area Median Income (AMI) for its county and size of household based on the most recently published data by the Department of Housing and Urban Development (HUD).

(SNAP); Free and Reduced-Price Lunch (NSLP) and/or School Breakfast (SBP) programs; Medicare Part D Low-income Subsidies; Supplemental Security Income (SSI); Head Start and/or Early Head Start; Special Supplemental Nutrition Program for Women, Infants, and Children (WIC); Section 8 Vouchers; Low-Income Home Energy Assistance Program (LIHEAP); Pell Grants; and for services to address educational disparities (Treasury will recognize Title I eligible schools as disproportionately impacted and responsive services that support the school generally or support the whole school as eligible). Title I eligible schools means schools eligible to receive services under section 1113 of Title I, Part A of the Elementary and Secondary Education Act of 1965, as amended (20 U.S.C. 6313), including schools served under section 1113(b)(1)(C) of that Act.



<b>D. Funding Levels and Requirements</b>	
Developer Fee and Overhead	Up to 10% and 10%
State Subsidy	In general, Restricted CWB Units may not rely on any other state subsidies or resources, such as subordinate financing under the Affordable Housing Trust or other Massachusetts Department of Housing and Community Development loan programs.
Local Subsidy	Commitment of a local subsidy and/or other development support in some form (including non-monetary) from the applicable municipality is required.
Per Unit Commonwealth Builder Resources	<p>Funding for each CWB Restricted Unit at 70-100% of AMI shall be no more than the lesser of:</p> <ul style="list-style-type: none"> <li>a. \$250,000;</li> <li>b. The average per unit total development cost (“TDC”) of Restricted CWB Units (inclusive of permissible fee and overhead, and marketing and brokerage costs) minus the average sales proceeds from the Restricted CWB Units at 70-100% of AMI.</li> </ul> <p>Funding for each CWB Restricted Unit at 110-120% of AMI shall be no more than the lesser of:</p> <ul style="list-style-type: none"> <li>a. \$150,000;</li> <li>b. The average per unit TDC of Restricted CWB Units (inclusive of permissible fee and overhead, and marketing and brokerage costs) minus the average sales proceeds from the Restricted CWB Units at 110-120% of AMI.</li> </ul> <p>For projects in the City of Boston that are undertaken pursuant to the joint initiative MassHousing has established with the Mayor’s Office of Housing (“MOH”), and other projects for which MassHousing and another project funder have agreed to coordinate on construction funding and administration, MassHousing will determine per unit CWB funding allocations in conjunction with MOH or such other project funder.</p>
Per Project Commonwealth Builder Resources	<p>Up to \$10,000,000 in Commonwealth Builder funds.</p> <p>For projects in the City of Boston that are undertaken pursuant to the joint initiative MassHousing has established with MOH, and other projects for which MassHousing and another project funder have agreed to coordinate on construction funding and administration, MassHousing will determine per project CWB funding allocations in conjunction with MOH or such other project funder.</p>

<p>Delivery of Commonwealth Builder Resources</p>	<p>a. Project funding will generally be provided as a grant to the single-purpose, sole-asset entity undertaking the project (the “Developer”).</p> <p>MassHousing and the Developer will execute a grant agreement, typically at construction closing, which will describe the Developer’s obligations and provide forms of the affordability restriction (the “CWB Restriction”) and related documents that will be required for the Restricted CWB Units.</p> <p>Grant proceeds will be disbursed in installments upon the initial sale of the Restricted CWB Units to eligible homebuyers.</p> <p>b. In certain instances, MassHousing may allow earlier program funding for projects where MassHousing and the local municipality or other project funder have agreed to coordinate on construction funding and administration.</p> <p>The structure and terms of such funding, including the grant agreement and related documents, will be as established by the Executive Director or the Vice President of Multifamily Programs, in consultation with the Project Advisory Committee.</p>
<p>Cost Savings</p>	<p>If (a) the actual costs of the project construction and/or rehabilitation set forth in the cost certification approved by MassHousing are less than the estimated costs in the development budget submitted to MassHousing or (b) the actual sales proceeds realized are higher than projected, or both (a) and (b), MassHousing shall reduce (or the Developer shall repay) program funding for the project accordingly.</p> <p><i>Note: Cost certification shall consist of a submission of actual costs and actual sales proceeds as certified by the Developer / Sponsor and approved by MassHousing.</i></p>

**E. Affordability Restrictions and Requirements for Restricted CWB Units**

Documentation	<p>Except as provided below, restrictions on homeowners who purchase a Restricted CWB Unit will be set forth in a deed rider and a non-monetary mortgage securing the restriction obligations or similar recorded document(s).</p> <p>For projects in the City of Boston that are undertaken pursuant to the joint initiative MassHousing has established with MOH, and other projects for which MassHousing and another project funder have agreed to coordinate on construction funding and administration, the restrictions on homeowners who purchase a Restricted CWB Unit will be set forth in the MOH’s form of Master Covenant for Affordable Housing and related documents or such other funder’s form of restriction, respectively.</p>	
Restriction Term	30 years from initial sale to an eligible homebuyer	
Appreciation Allowance	5% annually (applicable through year 15 of Restriction Term)	
Capital Improvement Credit	Cost of approved capital improvements, less depreciation. Maximum of 3% of initial purchase price per year of ownership. (Applicable through year 15 of Restriction Term.)	
Family Transfers	By-right transfers during Restriction Term to immediate family provided they are owner occupants. Restriction Term will remain in place.	
Initial Sale Price Restrictions	Sales prices will be set at the grant closing at levels affordable to eligible homebuyers within the targeted affordability requirements.	
Resale Price Restrictions	<p>Through year 15 of Restriction Term, lesser of:</p> <ul style="list-style-type: none"> <li>a. Price agreed to by buyer;</li> <li>b. Initial purchase price + formula appreciation + capital improvement credit; or</li> <li>c. Price affordable to buyer at restricted AMI tier set at Initial Sale.</li> </ul>	<p>During years 16-30 of Restriction Term:</p> <p>Unrestricted (but subject to equity sharing; see below)</p>
Buyer Restrictions	<p>Through year 15 of Restriction Term:</p> <p>Income qualified first-time homeowner, subject to a right of first refusal (“ROFR”) held by municipality.</p> <p>Preferences will be made for homebuyers from Disproportionately Impacted Households.</p>	<p>Years 16-30 of Restriction Term:</p> <p>Unrestricted; subject to ROFR held by municipality.</p>
Equity Sharing	Through year 15 of Restriction Term:	Years 16-30 of Restriction Term:

	None.	50% of Resale Price minus Permissible Year 15 Sale Price is shared among public funders.
Restriction Term Reset	Through Year 15 of Restriction Term:  Restriction Term only resets if municipality exercises ROFR and elects to do so.	Years 16-30 of Restriction Term:  Restriction Term only resets if municipality exercises ROFR and elects to do so.



<b>F. Application Components</b>	
1. Borrower Application Excel	Template available on MassHousing.com or from MassHousing staff.
2. Site Information	Site location, map.
3. Evidence of Zoning Approval	
4. Evidence of Site Control	
5. Affirmative Fair Housing Marketing Plan (AFHMP)	Technical assistance available upon request. A list of approved lottery agents is available on MassHousing.com.
6. Marketing Description	Narrative of how the project will meet the market need(s) identified in the opening statement and the process to identify and qualify potential buyers.
7. Evidence of Municipal / Local Support	Documentation of local subsidy and/or other development support in some form (including non-monetary).
8. Market Study	
9. Construction Lender Term Sheet	
10. Developer Background	
11. Evidence of Sponsor and Developer Financial Capacity	
12. Schematic Design-Level Drawings and Preliminary Specs	

<b>G. Review and Approval Process</b>	
Application Submission	Applicants must submit a complete application (components listed in Section F, above) prior to commencement of review.
Review	<p>Application components are reviewed by financial and technical staff in the Multifamily and Planning and Programs divisions of MassHousing.</p> <p>A Project Advisory Committee, which includes MassHousing staff, will review applications, including the underwriting analysis and funding recommendations of Agency staff, and recommend the developments that will receive program funding.</p>
Approval	Final approval of all recipients shall be by the Executive Director or Vice President of Multifamily Programs.
Geographic Equity	Funds shall be distributed in a manner that promotes geographic equity.
Preferences	<p>The following types of projects shall receive preference:</p> <ul style="list-style-type: none"> <li>• Projects that include clean energy and sustainability features, such as electric heat pumps, net-zero developments, Passive House or equivalent energy efficiency certification and all-electric buildings</li> <li>• Projects with units targeted at 70% of AMI</li> </ul>

<b>H. Documentation</b>	
Grant Commitment	<p>Commitment of funds shall be documented by MassHousing.</p> <ol style="list-style-type: none"> <li>a. Where project funding will be provided as a grant to the Developer, MassHousing will issue a Grant Commitment to the Developer following approval of funding and prior to execution of grant agreement.</li> <li>b. Where MassHousing and the local municipality or other project funder have agreed to coordinate on construction funding and administration (including the joint initiative with the MOH in the City of Boston), commitment will typically be evidenced in the term sheet between MassHousing, the municipality or other project funder, and the Developer. Said term sheet will be accompanied by MassHousing’s approved grant proposal.</li> </ol>
Grant Agreement and Developer Obligations	<p>For grants funded by MassHousing directly to the Developer, the Developer’s obligations will be set forth in project documents as required by MassHousing, including a Grant Agreement, Regulatory Agreement, Environmental Indemnity Agreement, and Affordability Monitoring Services Agreement.</p> <p>For grants to projects for which MassHousing and the local municipality or other project funder have agreed to coordinate on construction funding and administration (including the joint initiative with the MOH in the City of Boston), the Developer’s obligations will be set forth in the financing documents of such other funder.</p>

March 25<sup>th</sup>, 2022

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

Dear Committee Members,

I understand that Home City Development Inc. (HCDI) is seeking funding from the Springfield Community Preservation Committee (CPC) to develop Gemini Townhomes- A 40 unit affordable homeownership residence for low-income persons. These units will be eligible to any persons between the 70% the 100% area median income (AMI) thresholds of Springfield MA, with an emphasis on first time homebuyers. I am writing to indicate my strong support for this project.

Gemini Townhomes will substantially increase homeownership by 1000% in the South End of Springfield MA, from 4 units to 44 units (data from the 2020 Census for area 8011.02). Projects like Gemini are pioneering how to stabilize and support our communities, in their growth and sustainability. The Gemini project reflects the goals of the community housing portion of the Springfield CPC's 2022 plan. HCDI is a highly respected and accomplished local non-profit housing development company with a strong track record of building housing for low and moderate-income households. They have a continued dedication to inclusivity and diversity, having worked with local, minority, and women owned businesses in previous projects.

I am pleased that HCDI, Community Economic Development Assistance Corporation (CEDAC), Masshousing, New Valley Bank and the City of Springfield, are working together to create new housing for the Springfield population. My understanding is that HCDI is seeking a funding allocation for two consecutive years at the maximum amount allowable through CPA, which they propose to combine with State and City of Springfield American Rescue Plan Act (ARPA) funds, Masshousing and other funds to provide affordable new construction townhomes to eligible prospective buyers.

I respectfully urge your approval of the HCDI funding request.

Sincerely,

x 

Melvin A. Edwards,  
Ward 3 City Councilor,  
City of Springfield

*Office of Housing*  
1600 East Columbus Avenue  
Springfield, MA 01103  
Phone (413) 787-6500  
Fax (413) 787-6515



THE CITY OF SPRINGFIELD, MASSACHUSETTS

March 25, 2022

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

Dear Committee Members,

I understand that Home City Development Inc. (HCDI) is seeking funding from the Springfield Community Preservation Committee (CPC) to develop Gemini Townhomes, a 40-unit affordable homeownership opportunity. These units will be eligible to any persons between the 70% the 100% area median income (AMI) thresholds of Springfield MA, with an emphasis on first time homebuyers. I am writing to indicate my strong support for this project.

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Sincerely,

A handwritten signature in black ink, appearing to read 'Geraldine McCafferty'. The signature is fluid and cursive.

Geraldine McCafferty  
Director



# The Commonwealth of Massachusetts

HOUSE OF REPRESENTATIVES

**OFFICE OF STATE REPRESENTATIVE BUD L. WILLIAMS**

11<sup>TH</sup> HAMPDEN DISTRICT

HOUSE CHAIR, JOINT COMMITTEE on RACIAL EQUITY, CIVIL RIGHTS, and INCLUSION

March 29, 2022

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

RE: CPC Funding Request to Develop Gemini Townhomes

Dear Chairman and Committee Members,

It is my understanding that Home City Development Inc. (HCDI) is seeking funding from the Springfield Community Preservation Committee (CPC) to develop Gemini Townhomes, a 40-unit affordable homeownership residence for low-income persons. As these units will be eligible to any persons between the 70% the 100% area median income (AMI) thresholds of Springfield MA, with an emphasis on first time homebuyers, I am writing to indicate my strong support for this project.

HCDI is a highly respected and accomplished local non-profit housing development company with a strong track record of building housing for low and moderate-income households. They have a continued dedication to inclusivity and diversity, having worked with local, minority, and women owned businesses in previous projects.

Gemini Townhomes will substantially increase homeownership by 1000% in the South End of Springfield MA, from 4 units to 44 units (data from the 2020 Census for area 8011.02). Projects like Gemini are pioneering how to stabilize and support our communities in their growth and sustainability. The Gemini project reflects the goals of the community housing portion of the Springfield CPC's 2022 plan, and I am pleased that HCDI, Community Economic Development Assistance Corporation (CEDAC), MassHousing, New Valley Bank and the City of Springfield, are working together to create new housing for the Springfield population.

HCDI is seeking a funding allocation for two consecutive years at the maximum amount allowable through CPA, which they propose to combine with State and City of Springfield American Rescue Plan Act (ARPA) funds, MassHousing and other funds to provide affordable new construction townhomes to eligible prospective buyers.

I respectfully urge your approval of the HCDI funding request.

Sincerely,

*Bud L. Williams*

Bud L. Williams  
State Representative  
11<sup>th</sup> Hampden District



South End Citizens Council, Inc.  
510 Main St. - Springfield, Ma. 01105  
Email: [southendcitizenscouncilinc@yahoo.com](mailto:southendcitizenscouncilinc@yahoo.com)  
Phone: (413) 732-5105

March 29<sup>th</sup>, 2022

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


Dear Committee Members,

I understand that Home City Development Inc. (HCDI) is seeking funding from the Springfield Community Preservation Committee (CPC) to develop Gemini Townhomes- A **40-unit** affordable homeownership residence for low-income persons. These units will be eligible to any persons between the **70% the 100%** area median income (AMI) thresholds of Springfield MA, with an emphasis on first time homebuyers. I am writing on behalf of the South End Citizens Council, Inc. to indicate our strong support for this project.

Our council has reviewed the design and the Gemini Townhomes will substantially increase homeownership by 1000% in the South End of Springfield MA, from 4 units to 44 units (data from the 2020 Census for area 8011.02). Projects like Gemini are pioneering how to stabilize and support our communities, in their growth and sustainability. The Gemini project reflects the goals of the community housing portion of the Springfield CPC's 2022 plan. HCDI is a highly respected and accomplished local non-profit housing development company with a strong track record of building housing for low and moderate-income households. They have a continued dedication to inclusivity and diversity, having worked with local, minority, and women owned businesses in previous projects.

The South End Citizens Council, Inc. is pleased that HCDI, Community Economic Development Assistance Corporation (CEDAC), Masshousing, New Valley Bank and the City of Springfield, are working together to create new housing in the South End. Our understanding is that HCDI is seeking a funding allocation for two consecutive years at the maximum amount allowable through CPA, which they propose to combine with State and City of Springfield American Rescue Plan Act (ARPA) funds, Masshousing and other funds to provide affordable new construction townhomes to eligible prospective buyers. We respectfully urge your approval of the HCDI funding request.

Sincerely,

  
Leo A. Florian  
President



## Gemini Development

3/28/2022 5:13:55 PM

Scale: 1"=100'

Scale is approximate



GIS information is provided on these Web Pages as a public resource for general information purposes only. It is used to locate, identify and inventory parcels of land in the City of Springfield for general purposes only and is NOT to be construed or used as a "legal description." Map and parcel information is believed to be accurate but accuracy is not guaranteed. No portion of the information should be considered to be, or used as, a legal document. The information is provided subject to the express condition that the user knowingly waives any and all claims for damages against the City of Springfield that may arise from the use of this data. Information provided on these Web Pages should be verified with the appropriate City department, and reviewed and approved by an attorney or other qualified professional prior to its use for any purpose with potential legal consequences.

## COMMERCIAL PROPERTY RECORD CARD

## CITY OF SPRINGFIELD

Situs: CENTRAL ST

Map ID: 025600009

Class:

Card: 1 of 1

### Assessed Owner

SPRINGFIELD CITY OF  
36 COURT ST  
SPRINGFIELD MA 01103

### General Information

Living Units:  
Neighborhood: 206  
Alternate:  
Zoning: I2  
Class: EXEMPT

### Photo

No photo available

### Diagram

No diagram available

### Land Information

Type	Size	Influence Factors	Influence %	Value
PRIMARY	SF 3,864			19,550

Total Acres: 0.0887

### Assessment Information

	Assessed	Appraised	Cost	Income	Market
Land	19,600	19,600	19,600	19,600	0
Building	4,000	4,000	4,000	-19,600	0
<b>Total</b>	<b>23,600</b>	<b>23,600</b>	<b>23,600</b>	<b>0</b>	

Value Flag: COST APPROACH

Manual Override Reason:

### Entrance Information

### Permit Information

Date	ID	Entry Code	Source	Date Issued	Number	Price	Purpose	% Complete
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### Sales/Ownership History

Transfer Date	Price	Type	Validity	Deed Ref.	Deed Type	Grantee
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Building Information		Building Other Features					
Year Built/Eff / Year:	Line	Type	+/-	Meas1	Meas2	# Stops	Ident Units
Building #:							
Structure Type:							
Identical Units:							
Total Units:							
Grade:							
# Covered Parking:							
# Uncovered Parking:							
DBA:							

**Interior / Exterior Information**

Line	Level From	-To	Int Fin	Area	Perim
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**Interior/Exterior Valuation Detail**

Line	Area Use Type	% Good	% Complete	Value/RCNLD
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**Outbuilding Data**

Line	Type	Yr Blt	Meas1	Meas2	Qty	Area	Grade	Condition
1	PAVING ASPHALT PARKING	1970	1	3500	1	3,500		NORMAL (Comm)
2	FENCE	1950	1	50	1	50		NORMAL (Comm)

**Income Detail (Includes all Buildings on Parcel)**

Use Grp	Mod Type	Inc Mod	Model Description	Units	Net Area	Income Rate	Econ Adjust	Potential Gross Income	Net Operating Income
Vac Model	Vac Adj	Additional Income	Effective Gross Income	Expense Model %	Expense Adj %	Expense Adj	Other Expenses	Total Expenses	

Building Cost Detail - Building 1 of 1		Income Summary (Includes all Buildings on Parcel)	
Total Gross Bldg Area	0	Total Net Income	0
Replace Cost New Less	0	Capitalization Rate	0.0000
Depr		Sub Total	
% Complete		Residual Land Value	
# Identical Units		Final Income Value	
Econ Conditions Factor		Total Net Rent Area	0
Final Building Value	0	Total Gross Building	0
Value per SF		Area	

FY 2022 data: property descriptions as of June 30, 2021, and values as of Jan 1, 2021

**COMMERCIAL PROPERTY RECORD CARD**

**CITY OF SPRINGFIELD**

Situs: CENTRAL ST

Map ID: 025600010

Class:

Card: 1 of 1

**Assessed Owner**

**General Information**

SPRINGFIELD CITY OF  
36 COURT ST  
SPRINGFIELD MA 01103

**Living Units:**  
**Neighborhood:** 206  
**Alternate:**  
**Zoning:** I2  
**Class:** EXEMPT

**Photo**

**Diagram**

No photo available

No diagram available

**Land Information**

Type	Size	Influence Factors	Influence %	Value
PRIMARY SF	4,015			19,760

**Total Acres:** 0.0922

**Assessment Information**

	Assessed	Appraised	Cost	Income	Market
Land	19,800	19,800	19,800	19,800	0
Building	4,600	4,600	4,600	-19,800	0
<b>Total</b>	<b>24,400</b>	<b>24,400</b>	<b>24,400</b>	<b>0</b>	

**Value Flag:** COST APPROACH

**Manual Override Reason:**

**Entrance Information**

**Permit Information**

Date	ID	Entry Code	Source	Date Issued	Number	Price	Purpose	% Complete
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**Sales/Ownership History**

Transfer Date	Price	Type	Validity	Deed Ref.	Deed Type	Grantee
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Building Information		Building Other Features						
Year Built/Eff / Year:		Line	Type	+/-	Meas1	Meas2	# Stops	Ident Units
Building #:								
Structure Type:								
Identical Units:								
Total Units:								
Grade:								
# Covered Parking:								
# Uncovered Parking:								
DBA:								

**Interior / Exterior Information**

Line	Level From	-To	Int Fin	Area	Perim
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**Interior/Exterior Valuation Detail**

Line	Area Use Type	% Good	% Complete	Value/RCNLD
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**Outbuilding Data**

Line	Type	Yr Blt	Meas1	Meas2	Qty	Area	Grade	Condition
1	PAVING ASPHALT PARKING	1970	1	4000	1	4,000		NORMAL (Comm)
2	FENCE	1950	1	50	1	50		NORMAL (Comm)

**Income Detail (Includes all Buildings on Parcel)**

Use Grp	Mod Type	Inc Mod	Model Description	Units	Net Area	Income Rate	Econ Adjust	Potential Gross Income	
Vac Model	Vac Adj	Additional Income	Effective Gross Income	Expense Model %	Expense Adj %	Expense Adj	Other Expenses	Total Expenses	Net Operating Income

Building Cost Detail - Building 1 of 1		Income Summary (Includes all Buildings on Parcel)	
Total Gross Bldg Area	0	Total Net Income	0
Replace Cost New Less	0	Capitalization Rate	0.0000
Depr		Sub Total	
% Complete		Residual Land Value	
# Identical Units		Final Income Value	
Econ Conditions Factor		Total Net Rent Area	0
Final Building Value	0	Total Gross Building	0
Value per SF		Area	

FY 2022 data: property descriptions as of June 30, 2021, and values as of Jan 1, 2021

## COMMERCIAL PROPERTY RECORD CARD

## CITY OF SPRINGFIELD

Situs: CENTRAL ST

Map ID: 025600013

Class:

Card: 1 of 1

### Assessed Owner

SPRINGFIELD CITY OF  
36 COURT ST  
SPRINGFIELD MA 01103

### General Information

**Living Units:**  
**Neighborhood:** 206  
**Alternate:**  
**Zoning:** I2  
**Class:** EXEMPT

### Photo

No photo available

### Diagram

No diagram available

### Land Information

Type	Size	Influence Factors	Influence %	Value
PRIMARY SF	5,442			21,770

**Total Acres:** 0.1249

### Assessment Information

	Assessed	Appraised	Cost	Income	Market
Land	21,800	21,800	21,800	21,800	0
Building	0	0	0	-21,800	0
<b>Total</b>	21,800	21,800	21,800	0	

**Value Flag:** COST APPROACH

**Manual Override Reason:**

### Entrance Information

### Permit Information

Date	ID	Entry Code	Source	Date Issued	Number	Price	Purpose	% Complete
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### Sales/Ownership History

Transfer Date	Price	Type	Validity	Deed Ref.	Deed Type	Grantee
---------------	-------	------	----------	-----------	-----------	---------

Building Information		Building Other Features						
Year Built/Eff / Year:		Line	Type	+/-	Meas1	Meas2	# Stops	Ident Units
Building #:								
Structure Type:								
Identical Units:								
Total Units:								
Grade:								
# Covered Parking:								
# Uncovered Parking:								
DBA:								

**Interior / Exterior Information**

Line	Level From	-To	Int Fin	Area	Perim
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**Interior/Exterior Valuation Detail**

Line	Area Use Type	% Good	% Complete	Value/RCNLD
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**Outbuilding Data**

Line	Type	Yr Blt	Meas1	Meas2	Qty	Area	Grade	Condition
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**Income Detail (Includes all Buildings on Parcel)**

Use Grp	Mod Type	Inc Mod	Model Description	Units	Net Area	Income Rate	Econ Adjust	Potential Gross Income	
	Vac Model	Vac Adj	Additional Income	Effective Gross Income	Expense Model %	Expense Adj %	Other Expenses	Total Expenses	Net Operating Income

Building Cost Detail - Building 1 of 1	Income Summary (Includes all Buildings on Parcel)
--	---

Total Gross Bldg Area	Total Net Income
Replace Cost New Less Depr	Capitalization Rate
% Complete	Sub Total
# Identical Units	Residual Land Value
Econ Conditions Factor	Final Income Value
Final Building Value	Total Net Rent Area
Value per SF	Total Gross Building Area

FY 2022 data: property descriptions as of June 30, 2021, and values as of Jan 1, 2021





**COMMERCIAL PROPERTY RECORD CARD**

**CITY OF SPRINGFIELD**

Situs: CENTRAL ST

Map ID: 025600015

Class:

Card: 1 of 1

**Assessed Owner**

**General Information**

SPRINGFIELD CITY OF  
36 COURT ST  
SPRINGFIELD MA 01103

**Living Units:**  
**Neighborhood:** 206  
**Alternate:**  
**Zoning:** I2  
**Class:** EXEMPT

**Photo**

**Diagram**

No photo available

No diagram available

**Land Information**

Type	Size	Influence Factors	Influence %	Value
PRIMARY SF	5,632			22,040

**Total Acres:** 0.1293

**Assessment Information**

	Assessed	Appraised	Cost	Income	Market
Land	22,000	22,000	22,000	22,000	0
Building	6,000	6,000	6,000	-22,000	0
<b>Total</b>	<b>28,000</b>	<b>28,000</b>	<b>28,000</b>	<b>0</b>	

**Value Flag:** COST APPROACH

**Manual Override Reason:**

**Entrance Information**

**Permit Information**

Date	ID	Entry Code	Source	Date Issued	Number	Price	Purpose	% Complete
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**Sales/Ownership History**

Transfer Date	Price	Type	Validity	Deed Ref.	Deed Type	Grantee
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Building Information		Building Other Features					
Year Built/Eff / Year:	Line	Type	+/-	Meas1	Meas2	# Stops	Ident Units
Building #:							
Structure Type:							
Identical Units:							
Total Units:							
Grade:							
# Covered Parking:							
# Uncovered Parking:							
DBA:							

**Interior / Exterior Information**

Line	Level From	-To	Int Fin	Area	Perim
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**Interior/Exterior Valuation Detail**

Line	Area Use Type	% Good	% Complete	Value/RCNLD
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**Outbuilding Data**

Line	Type	Yr Blt	Meas1	Meas2	Qty	Area	Grade	Condition
1	PAVING ASPHALT PARKING	1970	1	5000	1	5,000		NORMAL (Comm)
2	FENCE	1950	1	140	1	140		FAIR (Comm)

**Income Detail (Includes all Buildings on Parcel)**

Use Grp	Mod Type	Inc Mod	Model Description	Units	Net Area	Income Rate	Econ Adjust	Potential Gross Income	Net Operating Income
Vac Model	Vac Adj	Additional Income	Effective Gross Income	Expense Model %	Expense Adj %	Expense Adj	Other Expenses	Total Expenses	

Building Cost Detail - Building 1 of 1		Income Summary (Includes all Buildings on Parcel)	
Total Gross Bldg Area	0	Total Net Income	0
Replace Cost New Less	0	Capitalization Rate	0.0000
Depr		Sub Total	
% Complete		Residual Land Value	
# Identical Units		Final Income Value	
Econ Conditions Factor		Total Net Rent Area	0
Final Building Value	0	Total Gross Building	0
Value per SF		Area	

FY 2022 data: property descriptions as of June 30, 2021, and values as of Jan 1, 2021

**COMMERCIAL PROPERTY RECORD CARD**

**CITY OF SPRINGFIELD**

Situs: CENTRAL ST

Map ID: 025600017

Class:

Card: 1 of 1

**Assessed Owner**

**General Information**

SPRINGFIELD CITY OF  
36 COURT ST  
SPRINGFIELD MA 01103

**Living Units:**  
**Neighborhood:** 206  
**Alternate:**  
**Zoning:** I2  
**Class:** EXEMPT

**Photo**

**Diagram**

No photo available

No diagram available

**Land Information**

Type	Size	Influence Factors	Influence %	Value
PRIMARY	SF 5,740			22,190

**Total Acres:** 0.1318

**Assessment Information**

	Assessed	Appraised	Cost	Income	Market
Land	22,200	22,200	22,200	22,200	0
Building	0	0	0	-22,200	0
<b>Total</b>	<b>22,200</b>	<b>22,200</b>	<b>22,200</b>	<b>0</b>	

**Value Flag:** COST APPROACH

**Manual Override Reason:**

**Entrance Information**

**Permit Information**

Date	ID	Entry Code	Source	Date Issued	Number	Price	Purpose	% Complete
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**Sales/Ownership History**

Transfer Date	Price	Type	Validity	Deed Ref.	Deed Type	Grantee
2016-12-09	0	LAND ONLY	TO/FROM GOVERNMENT	21483 / 488		SPRINGFIELD CITY OF
2004-12-09	0	LAND + BLDG	TRANSFER OF CONVENIENCE	14686 / 0116		CIRELLI JOSEPH A & CARMEL M

Building Information		Building Other Features					
Year Built/Eff / Year:	Line	Type	+/-	Meas1	Meas2	# Stops	Ident Units
Building #:							
Structure Type:							
Identical Units:							
Total Units:							
Grade:							
# Covered Parking:							
# Uncovered Parking:							
DBA:							

**Interior / Exterior Information**

Line	Level From	-To	Int Fin	Area	Perim
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**Interior/Exterior Valuation Detail**

Line	Area Use Type	% Good	% Complete	Value/RCNLD
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**Outbuilding Data**

Line	Type	Yr Blt	Meas1	Meas2	Qty	Area	Grade	Condition
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**Income Detail (Includes all Buildings on Parcel)**

Use Grp	Mod Type	Inc Mod	Model Description	Units	Net Area	Income Rate	Econ Adjust	Potential Gross Income
Vac Model	Vac Adj	Additional Income	Effective Gross Income	Expense Model %	Expense Adj %	Expense Other Adj Expenses	Total Expenses	Net Operating Income

Building Cost Detail - Building 1 of 1	Income Summary (Includes all Buildings on Parcel)
--	---

Total Gross Bldg Area	Total Net Income
Replace Cost New Less Depr	Capitalization Rate
% Complete	Sub Total
# Identical Units	Residual Land Value
Econ Conditions Factor	Final Income Value
Final Building Value	Total Net Rent Area
Value per SF	Total Gross Building Area

FY 2022 data: property descriptions as of June 30, 2021, and values as of Jan 1, 2021



## COMMERCIAL PROPERTY RECORD CARD

## CITY OF SPRINGFIELD

Situs: CENTRAL ST

Map ID: 025600019

Class:

Card: 1 of 1

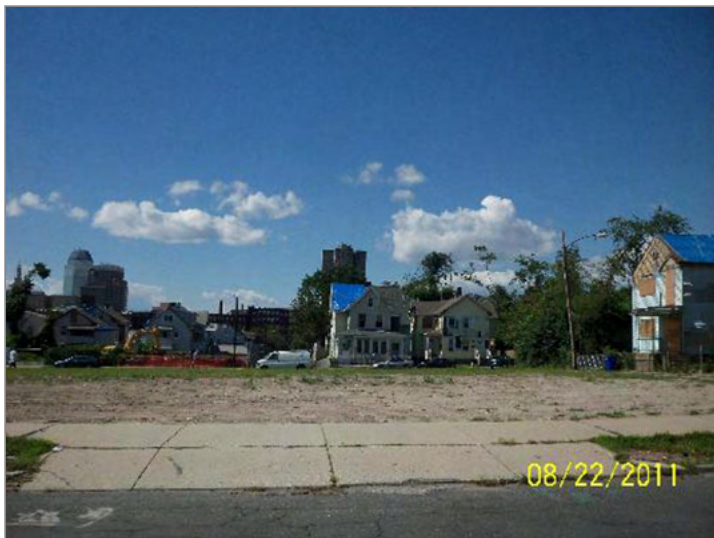
### Assessed Owner

SPRINGFIELD CITY OF  
36 COURT ST  
SPRINGFIELD MA 01103

### General Information

Living Units:  
Neighborhood: 206  
Alternate:  
Zoning: I2  
Class: EXEMPT

### Photo



Open enlarged photo

### Diagram

No diagram available

### Land Information

Type	Size	Influence Factors	Influence %	Value
PRIMARY	SF 3,937			19,650

Total Acres: 0.0904

### Assessment Information

	Assessed	Appraised	Cost	Income	Market
Land	22,600	22,600	19,700	19,700	0
Building	0	0	0	-19,700	0
<b>Total</b>	<b>22,600</b>	<b>22,600</b>	<b>19,700</b>	<b>0</b>	

Value Flag: OVERRIDE

Manual Override Reason:

Entrance Information				Permit Information				
Date	ID	Entry Code	Source	Date Issued	Number	Price	Purpose	% Complete
2011-08-22	TJW	ESTIMATED FOR MISC REASON	OTHER	2011-07-05	11DEMO-00053	20,000	DEMOLITION	100
2010-06-24	2	ESTIMATED FOR MISC REASON	OTHER					

Sales/Ownership History						
Transfer Date	Price	Type	Validity	Deed Ref.	Deed Type	Grantee
2016-12-09	0	LAND ONLY	TO/FROM GOVERNMENT	21483 / 488		SPRINGFIELD CITY OF
2004-12-09	0	LAND + BLDG	TRANSFER OF CONVENIENCE	14686 / 0116		CIRELLI JOSEPH A & CARMEL M

Building Information		Building Other Features													
Year Built/Eff / Year:	Building #:	Structure Type:	Identical Units:	Total Units:	Grade:	# Covered Parking:	# Uncovered Parking:	DBA:	Line	Type	+/-	Meas1	Meas2	# Stops	Ident Units

Interior / Exterior Information						
Line	Level From	-To	Int Fin	Area	Perim	

Interior/Exterior Valuation Detail				
Line	Area Use Type	% Good	% Complete	Value/RCNLD

Outbuilding Data								
Line	Type	Yr Blt	Meas1	Meas2	Qty	Area	Grade	Condition



**Income Detail (Includes all Buildings on Parcel)**

Use Grp	Mod Type	Inc Mod	Model Description	Units	Net Area	Income Rate	Econ Adjust	Potential Gross Income	Net Operating Income
Vac Model	Vac Adj	Additional Income	Effective Gross Income	Expense Model %	Expense Adj %	Expense Adj	Other Expenses	Total Expenses	

**Building Cost Detail - Building 1 of 1**

**Income Summary (Includes all Buildings on Parcel)**

Total Gross Bldg Area	0	Total Net Income	0
Replace Cost New Less	0	Capitalization Rate	0.1400
Depr		Sub Total	0
% Complete		Residual Land Value	0
# Identical Units		Final Income Value	0
Econ Conditions Factor		Total Net Rent Area	0
Final Building Value	0	Total Gross Building Area	0
Value per SF			

FY 2022 data: property descriptions as of June 30, 2021, and values as of Jan 1, 2021

**COMMERCIAL PROPERTY RECORD CARD**

**CITY OF SPRINGFIELD**

Situs: MORRIS ST

Map ID: 088500013

Class:

Card: 1 of 1

**Assessed Owner**

**General Information**

SPRINGFIELD CITY OF  
36 COURT ST  
SPRINGFIELD MA 01103

**Living Units:**  
**Neighborhood:** 206  
**Alternate:**  
**Zoning:** C2  
**Class:** EXEMPT

**Photo**

**Diagram**

No photo available

No diagram available

**Land Information**

Type	Size	Influence Factors	Influence %	Value
PRIMARY	SF 3,885			19,580

**Total Acres:** 0.0892

**Assessment Information**

	Assessed	Appraised	Cost	Income	Market
Land	19,600	19,600	19,600	19,600	0
Building	4,100	4,100	4,100	-19,600	0
<b>Total</b>	<b>23,700</b>	<b>23,700</b>	<b>23,700</b>	<b>0</b>	

**Value Flag:** COST APPROACH

**Manual Override Reason:**

**Entrance Information**

**Permit Information**

Date	ID	Entry Code	Source	Date Issued	Number	Price	Purpose	% Complete
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**Sales/Ownership History**

Transfer Date	Price	Type	Validity	Deed Ref.	Deed Type	Grantee
1981-05-11	0	LAND + BLDG	FAMILY SALE	05105 / 0019		ROMEO, ANTONIO P.

Building Information		Building Other Features					
Year Built/Eff / Year:	Line	Type	+/-	Meas1	Meas2	# Stops	Ident Units
Building #:							
Structure Type:							
Identical Units:							
Total Units:							
Grade:							
# Covered Parking:							
# Uncovered Parking:							
DBA:							

**Interior / Exterior Information**

Line	Level From	-To	Int Fin	Area	Perim
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**Interior/Exterior Valuation Detail**

Line	Area Use Type	% Good	% Complete	Value/RCNLD
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**Outbuilding Data**

Line	Type	Yr Blt	Meas1	Meas2	Qty	Area	Grade	Condition
1	PAVING ASPHALT PARKING	1985	1	3885	1	3,885		NORMAL (Comm)

**Income Detail (Includes all Buildings on Parcel)**

Use Grp	Mod Type	Inc Mod	Model Description	Units	Net Area	Income Rate	Econ Adjust	Potential Gross Income	
	Vac Model	Vac Adj	Additional Income	Effective Gross Income	Expense Model %	Expense Adj %	Expense Other	Total Expenses	Net Operating Income

Building Cost Detail - Building 1 of 1	Income Summary (Includes all Buildings on Parcel)
--	---

Total Gross Bldg Area	Total Net Income
Replace Cost New Less	Capitalization Rate
Depr % Complete	Sub Total
# Identical Units	Residual Land Value
Econ Conditions Factor	Final Income Value
Final Building Value	Total Net Rent Area
Value per SF	Total Gross Building Area

**FY 2022 data: property descriptions as of June 30, 2021, and values as of Jan 1, 2021**

**COMMERCIAL PROPERTY RECORD CARD**

**CITY OF SPRINGFIELD**

Situs: MORRIS ST

Map ID: 088500016

Class:

Card: 1 of 1

**Assessed Owner**

**General Information**

SPRINGFIELD CITY OF  
36 COURT ST  
SPRINGFIELD MA 01103

**Living Units:**  
**Neighborhood:** 206  
**Alternate:**  
**Zoning:** C2  
**Class:** EXEMPT

**Photo**

**Diagram**

No photo available

No diagram available

**Land Information**

Type	Size	Influence Factors	Influence %	Value
PRIMARY SF	4,652			20,660

**Total Acres:** 0.1068

**Assessment Information**

	Assessed	Appraised	Cost	Income	Market
Land	20,700	20,700	20,700	20,700	0
Building	4,900	4,900	4,900	-20,700	0
<b>Total</b>	<b>25,600</b>	<b>25,600</b>	<b>25,600</b>	<b>0</b>	

**Value Flag:** COST APPROACH

**Manual Override Reason:**

**Entrance Information**

**Permit Information**

Date	ID	Entry Code	Source	Date Issued	Number	Price	Purpose	% Complete
------	----	------------	--------	-------------	--------	-------	---------	------------

**Sales/Ownership History**

Transfer Date	Price	Type	Validity	Deed Ref.	Deed Type	Grantee
---------------	-------	------	----------	-----------	-----------	---------

Building Information		Building Other Features					
Year Built/Eff / Year:	Line	Type	+/-	Meas1	Meas2	# Stops	Ident Units
Building #:							
Structure Type:							
Identical Units:							
Total Units:							
Grade:							
# Covered Parking:							
# Uncovered Parking:							
DBA:							

**Interior / Exterior Information**

Line	Level From	-To	Int Fin	Area	Perim
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**Interior/Exterior Valuation Detail**

Line	Area Use Type	% Good	% Complete	Value/RCNLD
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**Outbuilding Data**

Line	Type	Yr Blt	Meas1	Meas2	Qty	Area	Grade	Condition
1	PAVING ASPHALT PARKING	1985	1	4652	1	4,652		NORMAL (Comm)

**Income Detail (Includes all Buildings on Parcel)**

Use Grp	Mod Type	Inc Mod	Model Description	Units	Net Area	Income Rate	Econ Adjust	Potential Gross Income
Vac Model	Vac Adj	Additional Income	Effective Gross Income	Expense Model %	Expense Adj %	Expense Adj	Other Expenses	Total Expenses
								Net Operating Income

Building Cost Detail - Building 1 of 1	Income Summary (Includes all Buildings on Parcel)
--	---

Total Gross Bldg Area	Total Net Income
Replace Cost New Less	Capitalization Rate
Depr % Complete	Sub Total
# Identical Units	Residual Land Value
Econ Conditions Factor	Final Income Value
Final Building Value	Total Net Rent Area
Value per SF	Total Gross Building Area

**FY 2022 data: property descriptions as of June 30, 2021, and values as of Jan 1, 2021**

**COMMERCIAL PROPERTY RECORD CARD**

**CITY OF SPRINGFIELD**

Situs: MORRIS ST

Map ID: 088500018

Class:

Card: 1 of 1

**Assessed Owner**

**General Information**

SPRINGFIELD CITY OF  
36 COURT ST  
SPRINGFIELD MA 01103

**Living Units:**  
**Neighborhood:** 206  
**Alternate:**  
**Zoning:** C2  
**Class:** EXEMPT

**Photo**

**Diagram**

No photo available

No diagram available

**Land Information**

Type	Size	Influence Factors	Influence %	Value
PRIMARY SF	3,165			18,560

**Total Acres:** 0.0727

**Assessment Information**

	Assessed	Appraised	Cost	Income	Market
Land	18,600	18,600	18,600	18,600	0
Building	4,400	4,400	4,400	-18,600	0
<b>Total</b>	<b>23,000</b>	<b>23,000</b>	<b>23,000</b>	<b>0</b>	

**Value Flag:** COST APPROACH

**Manual Override Reason:**

**Entrance Information**

**Permit Information**

Date	ID	Entry Code	Source	Date Issued	Number	Price	Purpose	% Complete
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**Sales/Ownership History**

Transfer Date	Price	Type	Validity	Deed Ref.	Deed Type	Grantee
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Building Information		Building Other Features					
Year Built/Eff / Year:	Line	Type	+/-	Meas1	Meas2	# Stops	Ident Units
Building #:							
Structure Type:							
Identical Units:							
Total Units:							
Grade:							
# Covered Parking:							
# Uncovered Parking:							
DBA:							

**Interior / Exterior Information**

Line	Level From	-To	Int Fin	Area	Perim
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**Interior/Exterior Valuation Detail**

Line	Area Use Type	% Good	% Complete	Value/RCNLD
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**Outbuilding Data**

Line	Type	Yr Blt	Meas1	Meas2	Qty	Area	Grade	Condition
1	PAVING ASPHALT PARKING	1985	1	3165	1	3,165		GOOD (Comm)

**Income Detail (Includes all Buildings on Parcel)**

Use Grp	Mod Type	Inc Mod	Model Description	Units	Net Area	Income Rate	Econ Adjust	Potential Gross Income	
	Vac Model	Vac Adj	Additional Income	Effective Gross Income	Expense Model %	Expense Adj %	Expense Other	Total Expenses	Net Operating Income

Building Cost Detail - Building 1 of 1	Income Summary (Includes all Buildings on Parcel)
--	---

Total Gross Bldg Area	Total Net Income
Replace Cost New Less	Capitalization Rate
Depr % Complete	Sub Total
# Identical Units	Residual Land Value
Econ Conditions Factor	Final Income Value
Final Building Value	Total Net Rent Area
Value per SF	Total Gross Building Area

**FY 2022 data: property descriptions as of June 30, 2021, and values as of Jan 1, 2021**

**COMMERCIAL PROPERTY RECORD CARD**

**CITY OF SPRINGFIELD**

Situs: MORRIS ST

Map ID: 088500019

Class:

Card: 1 of 1

**Assessed Owner**

**General Information**

SPRINGFIELD CITY OF  
36 COURT ST  
SPRINGFIELD MA 01103

**Living Units:**  
**Neighborhood:** 206  
**Alternate:**  
**Zoning:** C2  
**Class:** EXEMPT

**Photo**

**Diagram**

No photo available

No diagram available

**Land Information**

Type	Size	Influence Factors	Influence %	Value
PRIMARY SF	3,788			19,440

**Total Acres:** 0.0870

**Assessment Information**

	Assessed	Appraised	Cost	Income	Market
Land	19,400	19,400	19,400	19,400	0
Building	8,000	8,000	8,000	-19,400	0
<b>Total</b>	<b>27,400</b>	<b>27,400</b>	<b>27,400</b>	<b>0</b>	

**Value Flag:** COST APPROACH

**Manual Override Reason:**

**Entrance Information**

**Permit Information**

Date	ID	Entry Code	Source	Date Issued	Number	Price	Purpose	% Complete
------	----	------------	--------	-------------	--------	-------	---------	------------

**Sales/Ownership History**

Transfer Date	Price	Type	Validity	Deed Ref.	Deed Type	Grantee
---------------	-------	------	----------	-----------	-----------	---------

Building Information		Building Other Features					
Year Built/Eff / Year:	Line	Type	+/-	Meas1	Meas2	# Stops	Ident Units
Building #:							
Structure Type:							
Identical Units:							
Total Units:							
Grade:							
# Covered Parking:							
# Uncovered Parking:							
DBA:							

**Interior / Exterior Information**

Line	Level From	-To	Int Fin	Area	Perim
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**Interior/Exterior Valuation Detail**

Line	Area Use Type	% Good	% Complete	Value/RCNLD
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**Outbuilding Data**

Line	Type	Yr Blt	Meas1	Meas2	Qty	Area	Grade	Condition
1	PAVING ASPHALT PARKING	1985	1	3788	1	3,788		NORMAL (Comm)
2	FENCE	1985	1	548	1	548		NORMAL (Comm)

**Income Detail (Includes all Buildings on Parcel)**

Use Grp	Mod Type	Inc Mod	Model Description	Units	Net Area	Income Rate	Econ Adjust	Potential Gross Income	Net Operating Income
Vac Model	Vac Adj	Additional Income	Effective Gross Income	Expense Model %	Expense Adj %	Expense Adj	Other Expenses	Total Expenses	

Building Cost Detail - Building 1 of 1		Income Summary (Includes all Buildings on Parcel)	
Total Gross Bldg Area	0	Total Net Income	0
Replace Cost New Less	0	Capitalization Rate	0.0000
Depr		Sub Total	
% Complete		Residual Land Value	
# Identical Units		Final Income Value	
Econ Conditions Factor		Total Net Rent Area	0
Final Building Value	0	Total Gross Building	0
Value per SF		Area	

FY 2022 data: property descriptions as of June 30, 2021, and values as of Jan 1, 2021

**COMMERCIAL PROPERTY RECORD CARD**

**CITY OF SPRINGFIELD**

Situs: MORRIS ST

Map ID: 088500035

Class:

Card: 1 of 1

**Assessed Owner**

**General Information**

SPRINGFIELD CITY OF  
36 COURT ST  
SPRINGFIELD MA 01103

**Living Units:**  
**Neighborhood:** 206  
**Alternate:**  
**Zoning:** I2  
**Class:** EXEMPT

**Photo**

**Diagram**

No photo available

No diagram available

**Land Information**

Type	Size	Influence Factors	Influence %	Value
PRIMARY	SF 2,139			17,120

**Total Acres:** 0.0491

**Assessment Information**

	Assessed	Appraised	Cost	Income	Market
Land	17,100	17,100	17,100	17,100	0
Building	8,700	8,700	8,700	-17,100	0
<b>Total</b>	<b>25,800</b>	<b>25,800</b>	<b>25,800</b>	<b>0</b>	

**Value Flag:** COST APPROACH

**Manual Override Reason:**

**Entrance Information**

**Permit Information**

Date	ID	Entry Code	Source	Date Issued	Number	Price	Purpose	% Complete
------	----	------------	--------	-------------	--------	-------	---------	------------

**Sales/Ownership History**

Transfer Date	Price	Type	Validity	Deed Ref.	Deed Type	Grantee
2017-07-03	0	LAND ONLY	TO/FROM GOVERNMENT	21750 / 554		SPRINGFIELD CITY OF

Building Information		Building Other Features					
Year Built/Eff / Year:	Line	Type	+/-	Meas1	Meas2	# Stops	Ident Units
Building #:							
Structure Type:							
Identical Units:							
Total Units:							
Grade:							
# Covered Parking:							
# Uncovered Parking:							
DBA:							

**Interior / Exterior Information**

Line	Level From	-To	Int Fin	Area	Perim
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**Interior/Exterior Valuation Detail**

Line	Area Use Type	% Good	% Complete	Value/RCNLD
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**Outbuilding Data**

Line	Type	Yr Blt	Meas1	Meas2	Qty	Area	Grade	Condition
1	PAVING ASPHALT PARKING	1970	1	7000	1	7,000		NORMAL (Comm)
2	FENCE	1950	1	240	1	240		FAIR (Comm)

**Income Detail (Includes all Buildings on Parcel)**

Use Grp	Mod Type	Inc Mod	Model Description	Units	Net Area	Income Rate	Econ Adjust	Potential Gross Income	Net Operating Income
Vac Model	Vac Adj	Additional Income	Effective Gross Income	Expense Model %	Expense Adj %	Expense Adj	Other Expenses	Total Expenses	

Building Cost Detail - Building 1 of 1		Income Summary (Includes all Buildings on Parcel)	
Total Gross Bldg Area	0	Total Net Income	0
Replace Cost New Less	0	Capitalization Rate	0.0000
Depr		Sub Total	
% Complete		Residual Land Value	
# Identical Units		Final Income Value	
Econ Conditions Factor		Total Net Rent Area	0
Final Building Value	0	Total Gross Building	0
Value per SF		Area	

FY 2022 data: property descriptions as of June 30, 2021, and values as of Jan 1, 2021



**COMMERCIAL PROPERTY RECORD CARD**

**CITY OF SPRINGFIELD**

Situs: MORRIS ST

Map ID: 088500036

Class:

Card: 1 of 1

**Assessed Owner**

**General Information**

SPRINGFIELD CITY OF  
36 COURT ST  
SPRINGFIELD MA 01103

**Living Units:**  
**Neighborhood:** 206  
**Alternate:**  
**Zoning:** I2  
**Class:** EXEMPT

**Photo**

**Diagram**

No photo available

No diagram available

**Land Information**

Type	Size	Influence Factors	Influence %	Value
PRIMARY SF	4,037			19,790

**Total Acres:** 0.0927

**Assessment Information**

	Assessed	Appraised	Cost	Income	Market
Land	19,800	19,800	19,800	19,800	0
Building	4,700	4,700	4,700	-19,800	0
<b>Total</b>	<b>24,500</b>	<b>24,500</b>	<b>24,500</b>	<b>0</b>	

**Value Flag:** COST APPROACH

**Manual Override Reason:**

**Entrance Information**

**Permit Information**

Date	ID	Entry Code	Source	Date Issued	Number	Price	Purpose	% Complete
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**Sales/Ownership History**

Transfer Date	Price	Type	Validity	Deed Ref.	Deed Type	Grantee
---------------	-------	------	----------	-----------	-----------	---------

Building Information		Building Other Features					
Year Built/Eff / Year:	Line	Type	+/-	Meas1	Meas2	# Stops	Ident Units
Building #:							
Structure Type:							
Identical Units:							
Total Units:							
Grade:							
# Covered Parking:							
# Uncovered Parking:							
DBA:							

**Interior / Exterior Information**

Line	Level From	-To	Int Fin	Area	Perim
------	------------	-----	---------	------	-------

**Interior/Exterior Valuation Detail**

Line	Area Use Type	% Good	% Complete	Value/RCNLD
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**Outbuilding Data**

Line	Type	Yr Blt	Meas1	Meas2	Qty	Area	Grade	Condition
1	PAVING ASPHALT PARKING	1970	1	4000	1	4,000		NORMAL (Comm)
2	FENCE	1950	1	80	1	80		FAIR (Comm)

**Income Detail (Includes all Buildings on Parcel)**

Use Grp	Mod Type	Inc Mod	Model Description	Units	Net Area	Income Rate	Econ Adjust	Potential Gross Income	
Vac Model	Vac Adj	Additional Income	Effective Gross Income	Expense Model %	Expense Adj %	Expense Adj	Other Expenses	Total Expenses	Net Operating Income

Building Cost Detail - Building 1 of 1		Income Summary (Includes all Buildings on Parcel)	
Total Gross Bldg Area	0	Total Net Income	0
Replace Cost New Less	0	Capitalization Rate	0.0000
Depr		Sub Total	
% Complete		Residual Land Value	
# Identical Units		Final Income Value	
Econ Conditions Factor		Total Net Rent Area	0
Final Building Value	0	Total Gross Building	0
Value per SF		Area	

FY 2022 data: property descriptions as of June 30, 2021, and values as of Jan 1, 2021

**COMMERCIAL PROPERTY RECORD CARD**

**CITY OF SPRINGFIELD**

Situs: MORRIS ST

Map ID: 088500037

Class:

Card: 1 of 1

**Assessed Owner**

**General Information**

SPRINGFIELD CITY OF  
36 COURT ST  
SPRINGFIELD MA 01103

**Living Units:**  
**Neighborhood:** 206  
**Alternate:**  
**Zoning:** I2  
**Class:** EXEMPT

**Photo**

**Diagram**

No photo available

No diagram available

**Land Information**

Type	Size	Influence Factors	Influence %	Value
PRIMARY SF	4,036			19,790

**Total Acres:** 0.0927

**Assessment Information**

	Assessed	Appraised	Cost	Income	Market
Land	19,800	19,800	19,800	19,800	0
Building	4,700	4,700	4,700	-19,800	0
<b>Total</b>	<b>24,500</b>	<b>24,500</b>	<b>24,500</b>	<b>0</b>	

**Value Flag:** COST APPROACH

**Manual Override Reason:**

**Entrance Information**

**Permit Information**

Date	ID	Entry Code	Source	Date Issued	Number	Price	Purpose	% Complete
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**Sales/Ownership History**

Transfer Date	Price	Type	Validity	Deed Ref.	Deed Type	Grantee
---------------	-------	------	----------	-----------	-----------	---------

Building Information		Building Other Features						
Year Built/Eff / Year:		Line	Type	+/-	Meas1	Meas2	# Stops	Ident Units
Building #:								
Structure Type:								
Identical Units:								
Total Units:								
Grade:								
# Covered Parking:								
# Uncovered Parking:								
DBA:								

**Interior / Exterior Information**

Line	Level From	-To	Int Fin	Area	Perim
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**Interior/Exterior Valuation Detail**

Line	Area Use Type	% Good	% Complete	Value/RCNLD
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**Outbuilding Data**

Line	Type	Yr Blt	Meas1	Meas2	Qty	Area	Grade	Condition
1	PAVING ASPHALT PARKING	1970	1	4000	1	4,000		NORMAL (Comm)
2	FENCE	1950	1	80	1	80		FAIR (Comm)

**Income Detail (Includes all Buildings on Parcel)**

Use Grp	Mod Type	Inc Mod	Model Description	Units	Net Area	Income Rate	Econ Adjust	Potential Gross Income	Net Operating Income
Vac Model	Vac Adj	Additional Income	Effective Gross Income	Expense Model %	Expense Adj %	Expense Adj	Other Expenses	Total Expenses	

Building Cost Detail - Building 1 of 1		Income Summary (Includes all Buildings on Parcel)	
Total Gross Bldg Area	0	Total Net Income	0
Replace Cost New Less	0	Capitalization Rate	0.0000
Depr		Sub Total	
% Complete		Residual Land Value	
# Identical Units		Final Income Value	
Econ Conditions Factor		Total Net Rent Area	0
Final Building Value	0	Total Gross Building	0
Value per SF		Area	

FY 2022 data: property descriptions as of June 30, 2021, and values as of Jan 1, 2021

**COMMERCIAL PROPERTY RECORD CARD**

**CITY OF SPRINGFIELD**

Situs: MORRIS ST

Map ID: 088500038

Class:

Card: 1 of 1

**Assessed Owner**

**General Information**

SPRINGFIELD CITY OF  
36 COURT ST  
SPRINGFIELD MA 01103

**Living Units:**  
**Neighborhood:** 206  
**Alternate:**  
**Zoning:** I2  
**Class:** EXEMPT

**Photo**

**Diagram**

No photo available

No diagram available

**Land Information**

Type	Size	Influence Factors	Influence %	Value
PRIMARY SF	4,803			20,870

**Total Acres:** 0.1103

**Assessment Information**

	Assessed	Appraised	Cost	Income	Market
Land	20,900	20,900	20,900	20,900	0
Building	5,000	5,000	5,000	-20,900	0
<b>Total</b>	<b>25,900</b>	<b>25,900</b>	<b>25,900</b>	<b>0</b>	

**Value Flag:** COST APPROACH

**Manual Override Reason:**

**Entrance Information**

**Permit Information**

Date	ID	Entry Code	Source	Date Issued	Number	Price	Purpose	% Complete
------	----	------------	--------	-------------	--------	-------	---------	------------

**Sales/Ownership History**

Transfer Date	Price	Type	Validity	Deed Ref.	Deed Type	Grantee
---------------	-------	------	----------	-----------	-----------	---------

Building Information		Building Other Features					
Year Built/Eff / Year:	Line	Type	+/-	Meas1	Meas2	# Stops	Ident Units
Building #:							
Structure Type:							
Identical Units:							
Total Units:							
Grade:							
# Covered Parking:							
# Uncovered Parking:							
DBA:							

**Interior / Exterior Information**

Line	Level From	-To	Int Fin	Area	Perim
------	------------	-----	---------	------	-------

**Interior/Exterior Valuation Detail**

Line	Area Use Type	% Good	% Complete	Value/RCNLD
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**Outbuilding Data**

Line	Type	Yr Blt	Meas1	Meas2	Qty	Area	Grade	Condition
1	PAVING ASPHALT PARKING	1970	1	4000	1	4,000		NORMAL (Comm)
2	FENCE	1950	1	140	1	140		FAIR (Comm)

**Income Detail (Includes all Buildings on Parcel)**

Use Grp	Mod Type	Inc Mod	Model Description	Units	Net Area	Income Rate	Econ Adjust	Potential Gross Income	Net Operating Income
Vac Model	Vac Adj	Additional Income	Effective Gross Income	Expense Model %	Expense Adj %	Expense Adj	Other Expenses	Total Expenses	



Building Cost Detail - Building 1 of 1		Income Summary (Includes all Buildings on Parcel)	
Total Gross Bldg Area	0	Total Net Income	0
Replace Cost New Less	0	Capitalization Rate	0.0000
Depr		Sub Total	
% Complete		Residual Land Value	
# Identical Units		Final Income Value	
Econ Conditions Factor		Total Net Rent Area	0
Final Building Value	0	Total Gross Building	0
Value per SF		Area	

FY 2022 data: property descriptions as of June 30, 2021, and values as of Jan 1, 2021

## COMMERCIAL PROPERTY RECORD CARD

## CITY OF SPRINGFIELD

Situs: MORRIS ST

Map ID: 088500046

Class:

Card: 1 of 1

### Assessed Owner

SPRINGFIELD CITY OF  
36 COURT ST  
SPRINGFIELD MA 01103

### General Information

**Living Units:**  
**Neighborhood:** 206  
**Alternate:**  
**Zoning:** I2  
**Class:** EXEMPT

### Photo

No photo available

### Diagram

No diagram available

### Land Information

Type	Size	Influence Factors	Influence %	Value
PRIMARY SF	37,036			80,920

**Total Acres:** 0.8502

### Assessment Information

	Assessed	Appraised	Cost	Income	Market
Land	80,900	80,900	80,900	80,900	0
Building	0	0	0	-80,900	0
<b>Total</b>	<b>80,900</b>	<b>80,900</b>	<b>80,900</b>	<b>0</b>	

**Value Flag:** COST APPROACH

**Manual Override Reason:**

### Entrance Information

### Permit Information

Date	ID	Entry Code	Source	Date Issued	Number	Price	Purpose	% Complete
------	----	------------	--------	-------------	--------	-------	---------	------------

### Sales/Ownership History

Transfer Date	Price	Type	Validity	Deed Ref.	Deed Type	Grantee
---------------	-------	------	----------	-----------	-----------	---------

Building Information		Building Other Features					
Year Built/Eff / Year:	Line	Type	+/-	Meas1	Meas2	# Stops	Ident Units
Building #:							
Structure Type:							
Identical Units:							
Total Units:							
Grade:							
# Covered Parking:							
# Uncovered Parking:							
DBA:							

**Interior / Exterior Information**

Line	Level From	-To	Int Fin	Area	Perim
------	------------	-----	---------	------	-------

**Interior/Exterior Valuation Detail**

Line	Area Use Type	% Good	% Complete	Value/RCNLD
------	---------------	--------	------------	-------------

**Outbuilding Data**

Line	Type	Yr Blt	Meas1	Meas2	Qty	Area	Grade	Condition
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**Income Detail (Includes all Buildings on Parcel)**

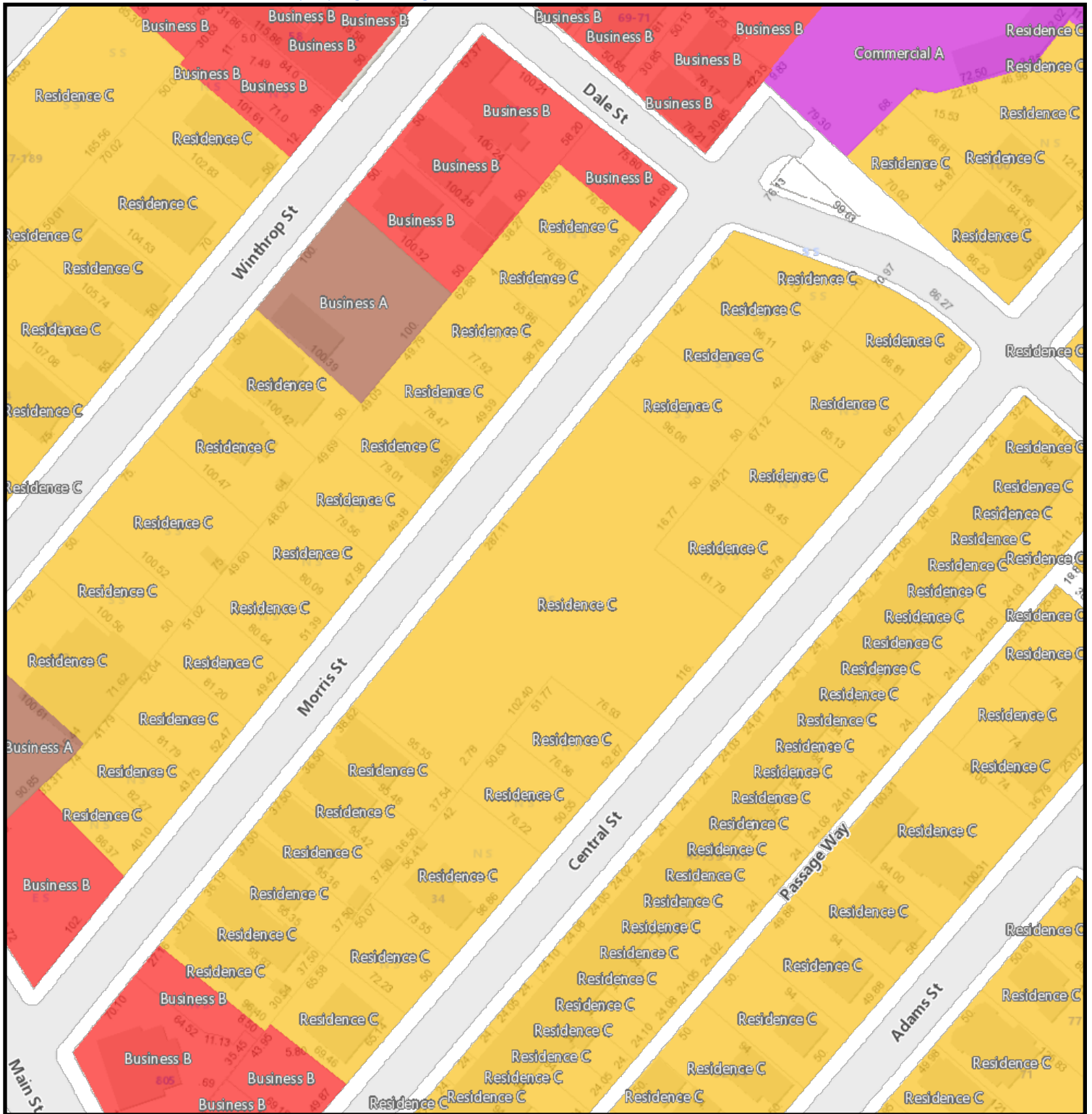
Use Grp	Mod Type	Inc Mod	Model Description	Units	Net Area	Income Rate	Econ Adjust	Potential Gross Income	
	Vac Model	Vac Adj	Additional Income	Effective Gross Income	Expense Model %	Expense Adj %	Other Expenses	Total Expenses	Net Operating Income

Building Cost Detail - Building 1 of 1	Income Summary (Includes all Buildings on Parcel)
--	---

Total Gross Bldg Area	Total Net Income
Replace Cost New Less Depr	Capitalization Rate
% Complete	Sub Total
# Identical Units	Residual Land Value
Econ Conditions Factor	Final Income Value
Final Building Value	Total Net Rent Area
Value per SF	Total Gross Building Area

FY 2022 data: property descriptions as of June 30, 2021, and values as of Jan 1, 2021





### Gemini Development

3/28/2022 5:16:55 PM

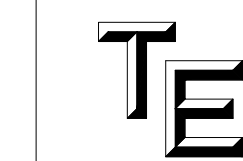
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Scale is approximate



GIS information is provided on these Web Pages as a public resource for general information purposes only. It is used to locate, identify and inventory parcels of land in the City of Springfield for general purposes only and is NOT to be construed or used as a "legal description." Map and parcel information is believed to be accurate but accuracy is not guaranteed. No portion of the information should be considered to be, or used as, a legal document. The information is provided subject to the express condition that the user knowingly waives any and all claims for damages against the City of Springfield that may arise from the use of this data. Information provided on these Web Pages should be verified with the appropriate City department, and reviewed and approved by an attorney or other qualified professional prior to its use for any purpose with potential legal consequences.

CONSULTANTS



TORRES ENGINEERING, INC.  
63 REED DRIVE  
WETHERSFIELD, CT 06109  
(860) 232-9833

GEMINI TOWNHOUSES  
86 MORRIS ST  
SPRINGFIELD, MA

PROJECT NAME:

DRAWING REVISION LOG

02/28/22 SPECIAL PERMIT

CAD FILE: GT-SP.DWG

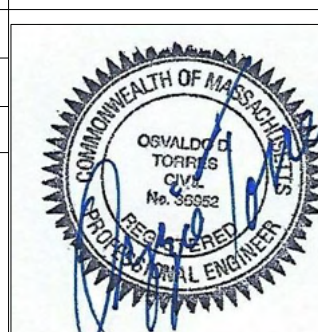
CONTRACT DATE: 2/25/2022

PLOT DATE: 2/25/2022

PROJECT NO: 2021-03

DRAWN BY: DTorres

PROFESSIONAL SEAL

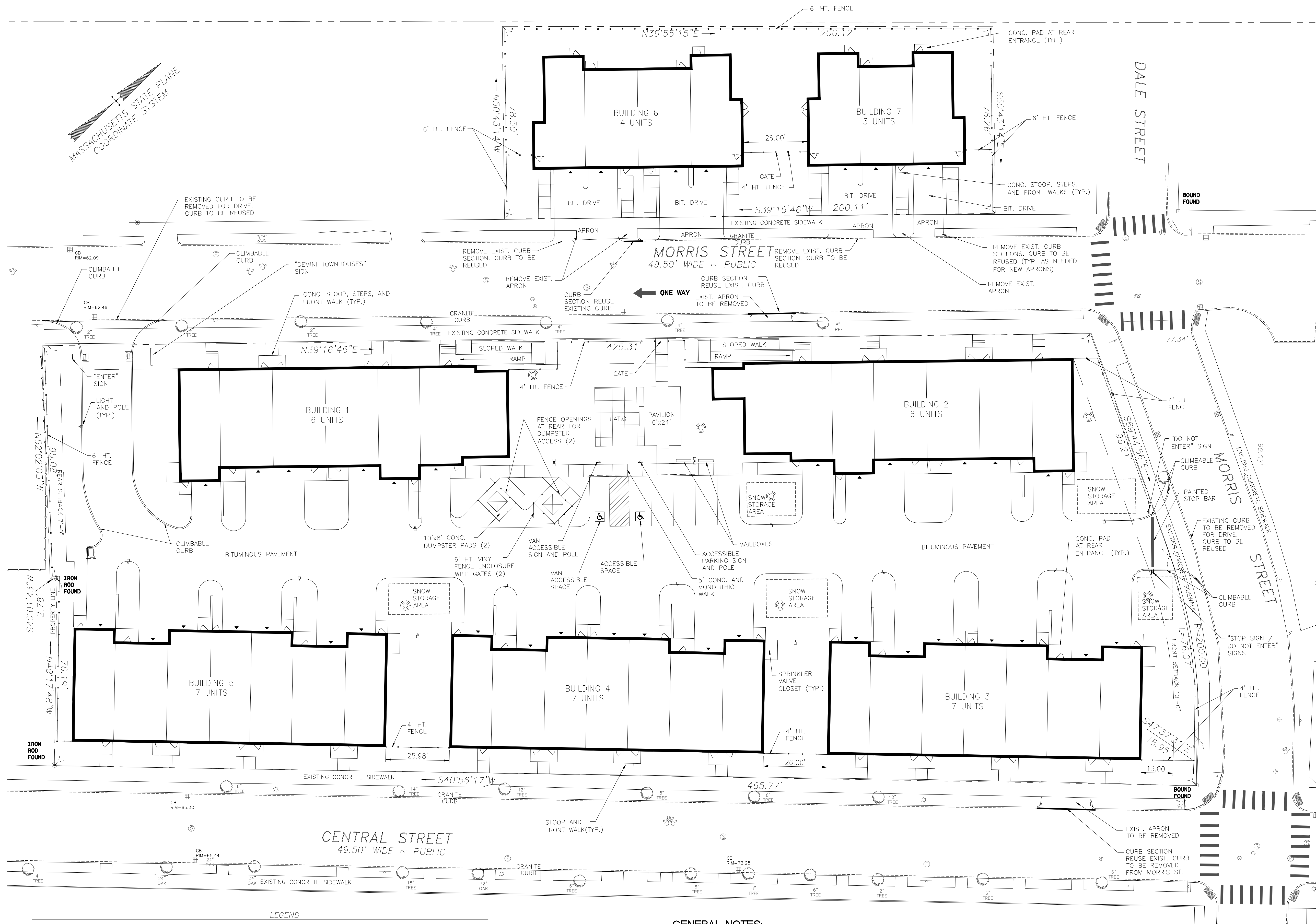


DRAWING NAME

SITE PLAN

DRAWING NUMBER

C1.1

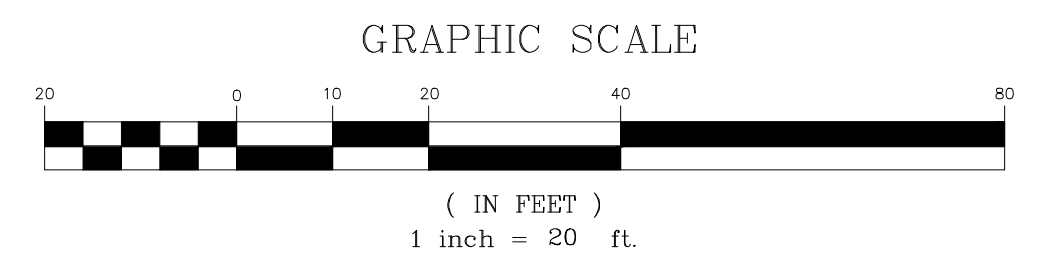


LEGEND

Table with 4 columns listing symbols for Bound Found, Iron Pipe Found, Utility Pole, Light Pole, Proposed Climbable Curbs, etc.

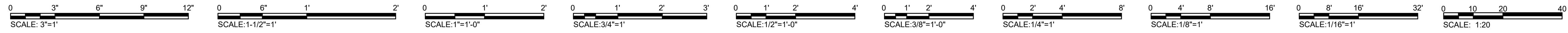
GENERAL NOTES:

PROFESSIONAL ENGINEER'S SEAL/SIGNATURE: ORIGINAL DOCUMENT CONTAINS THE LIVE SEAL AND LIVE SIGNATURE OF THE PROFESSIONAL ENGINEER...

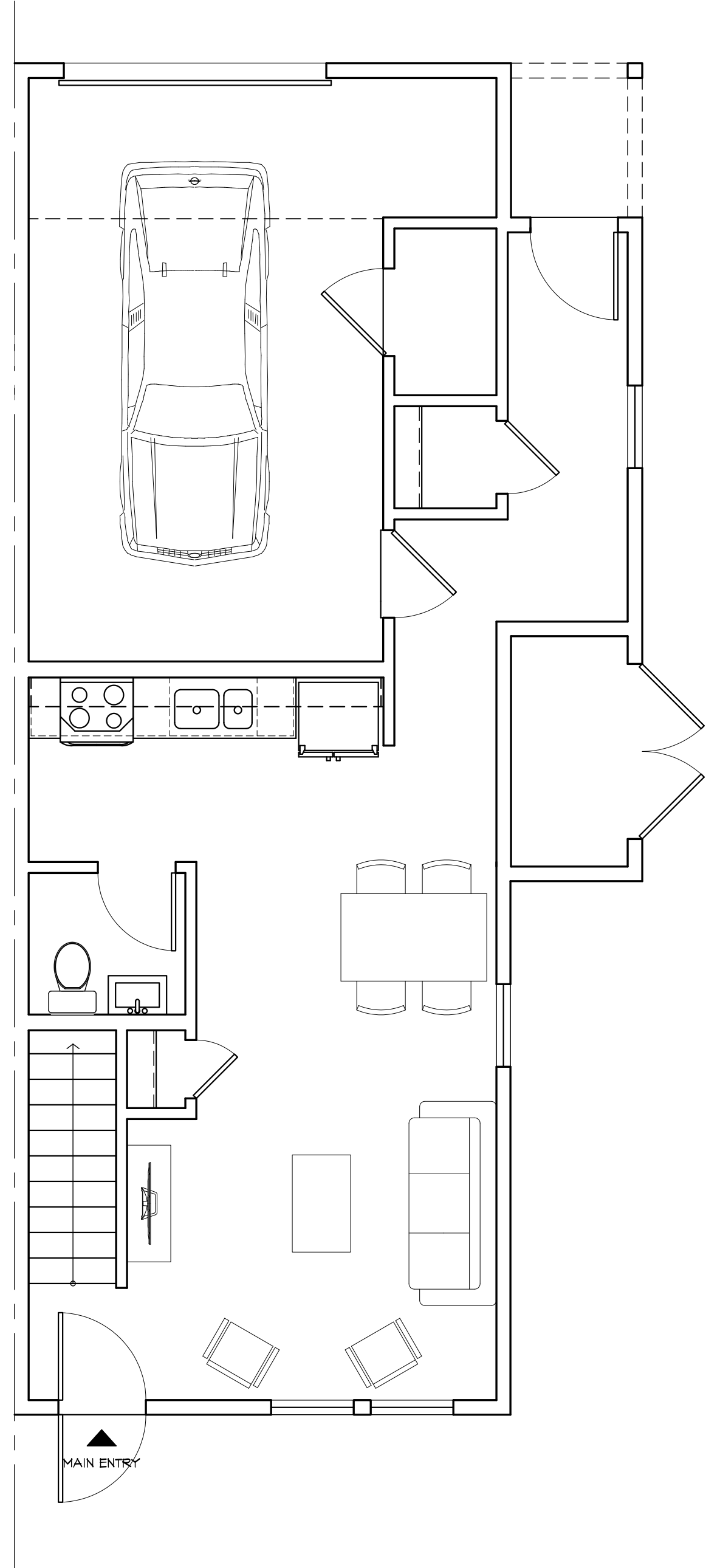


3:45 PM, Tuesday, March 28, 2022. C:\DOCUMENTS AND SETTINGS\ELCOMA\WORK\DOCUMENTS\0111-GEMINIHOUSING-SPRINGFIELD-HOMEOWNERS\STEREOPAN\GT-SP.DWG



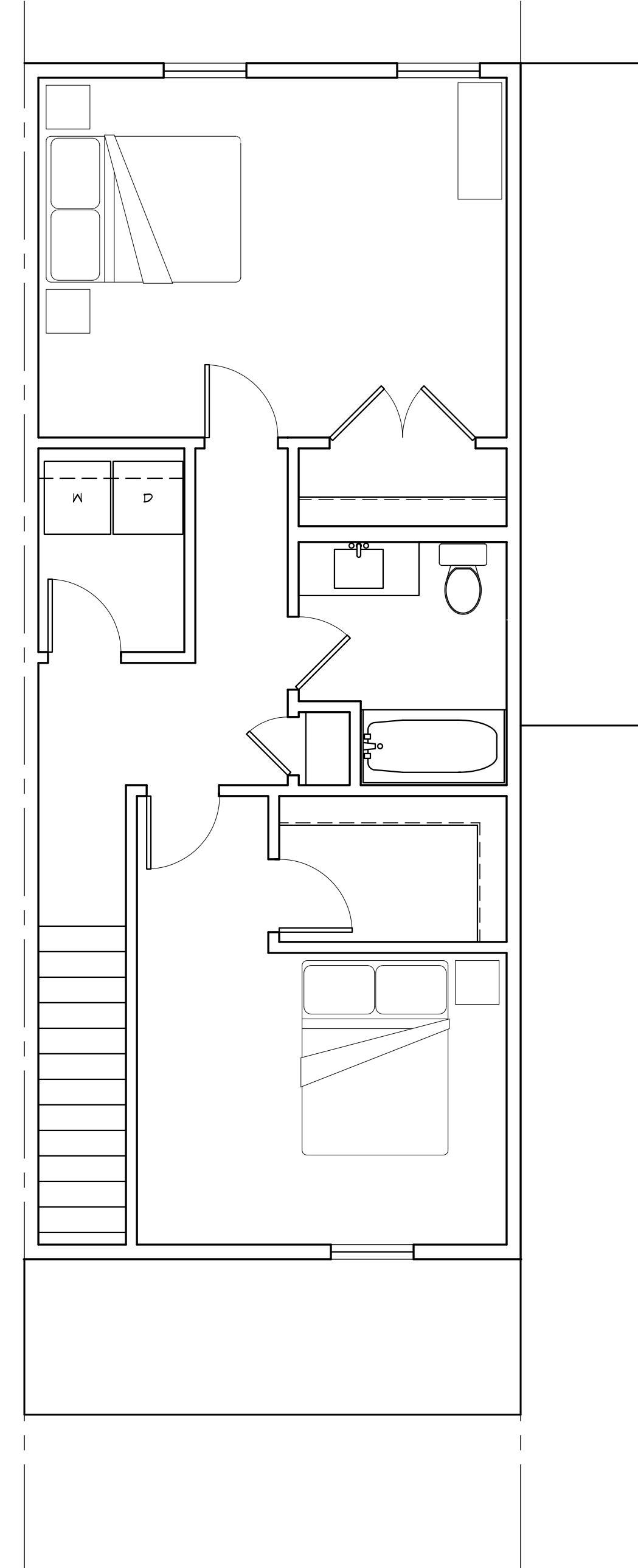


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ph. 413-525-9700 fax. 413-525-9710



FIRST FLOOR PLAN - 578 SF  
SECOND FLOOR PLAN - 697 SF  
TOTAL AREA OF 2BR UNIT - 1,275 SF  
GARAGE ONLY - 313 SF

**1** FIRST FLOOR - 2BR UNIT C  
A1.3 SCALE: 1/4"=1'-0"



**2** SECOND FLOOR - 2BR UNIT C  
A1.3 SCALE: 1/4"=1'-0"

KEY PLAN

**GEMINI TOWNHOMES**  
86 MORRIS ST  
SPRINGFIELD, MA

PROJECT NAME:

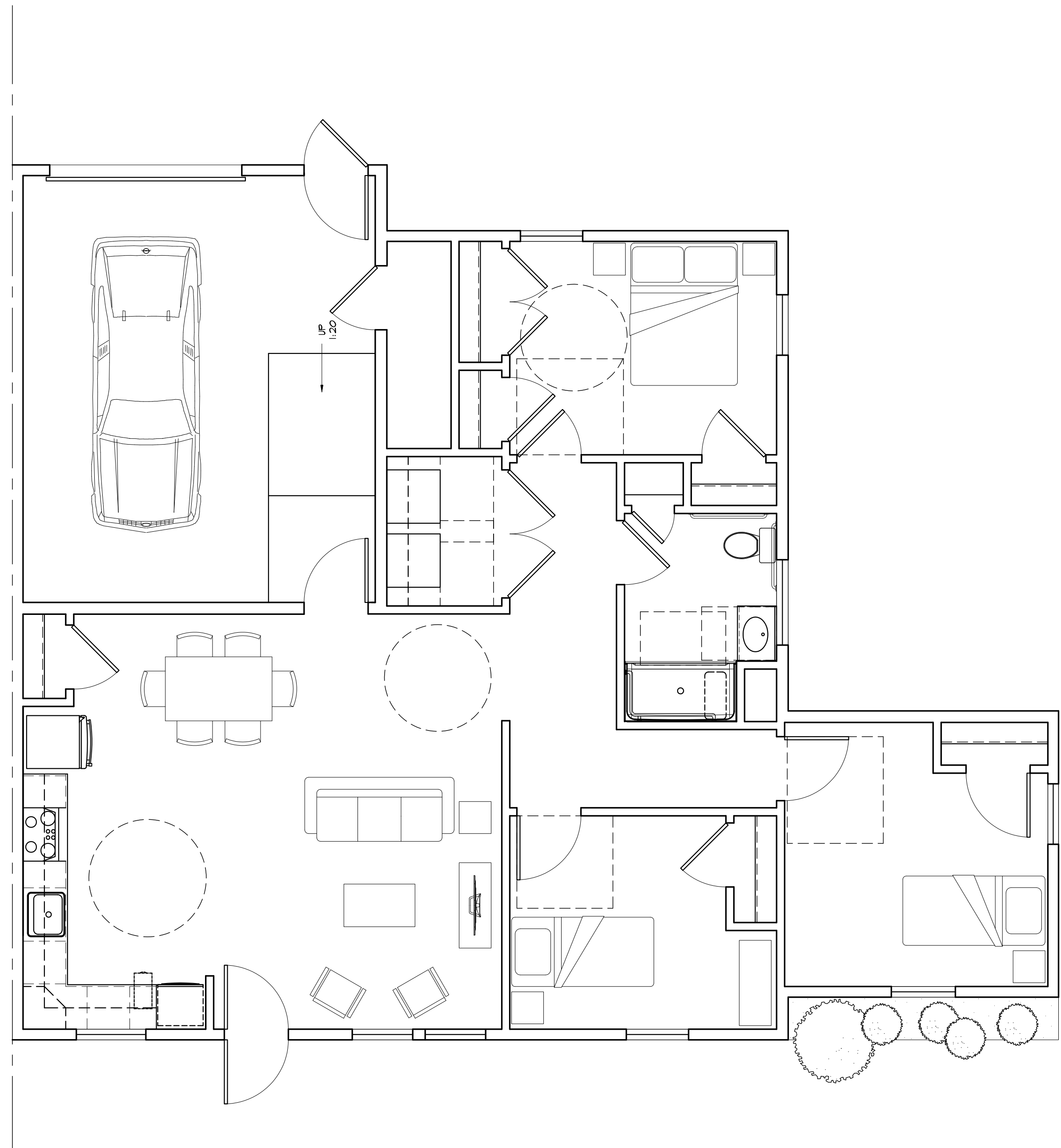
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CAD FILE: GT-A1.X UNIT PLANS.DWG	PROFESSIONAL SEAL
CONTRACT DATE:	
PLOT DATE: 3/30/2022	
PROJECT NO: 2021-03	
DRAWN BY: NThomas	

DRAWING NAME  
**2 BEDROOM UNIT C  
FLOOR PLANS**

DRAWING NUMBER  
**A1.3**

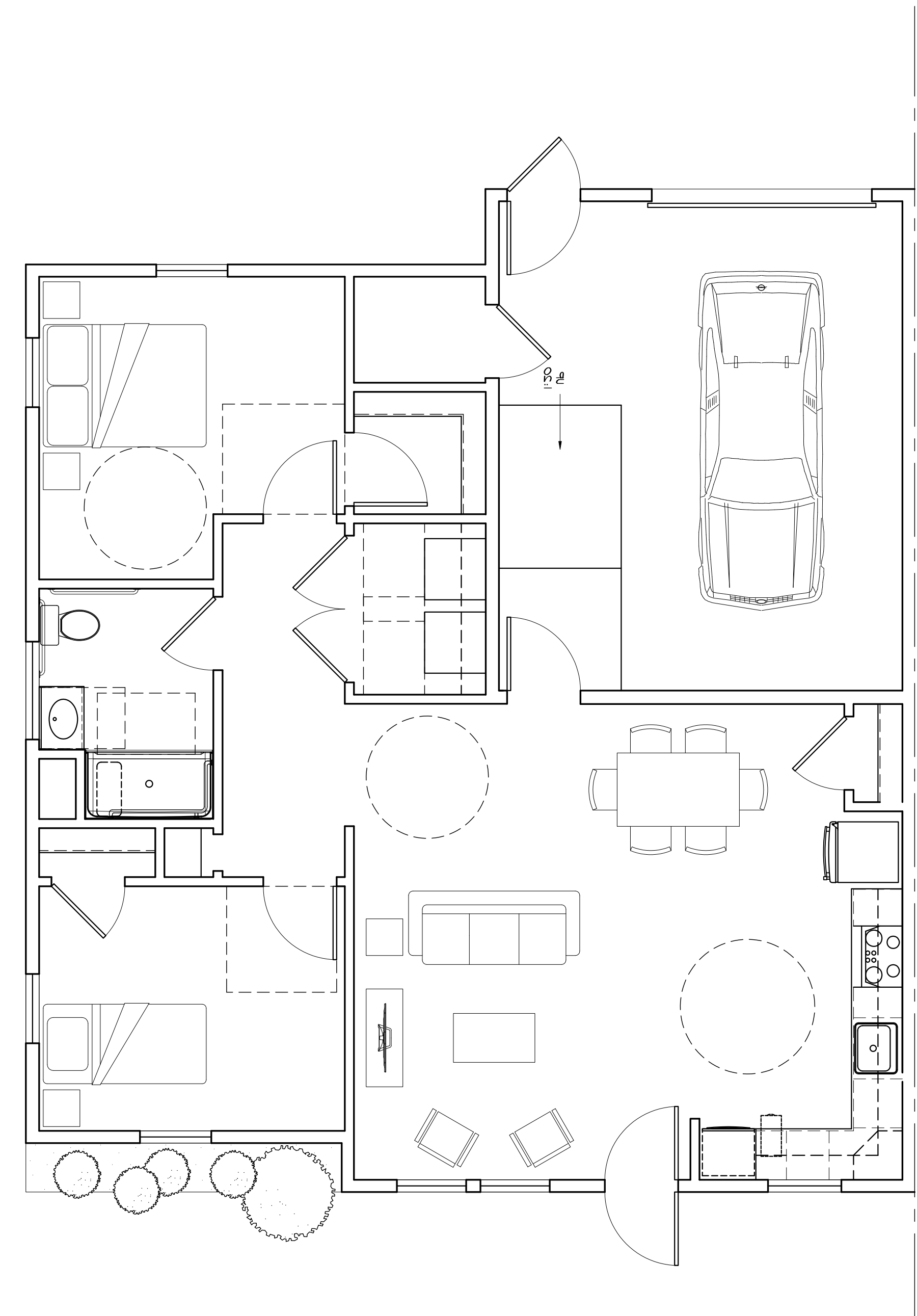
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GARAGE ONLY - 360 SF  
 TOTAL AREA OF 3BR UNIT - 1,242.5 SF

**1 H/C UNIT D - 3 BEDROOM**  
 A1.4 SCALE: 1/4"=1'-0"

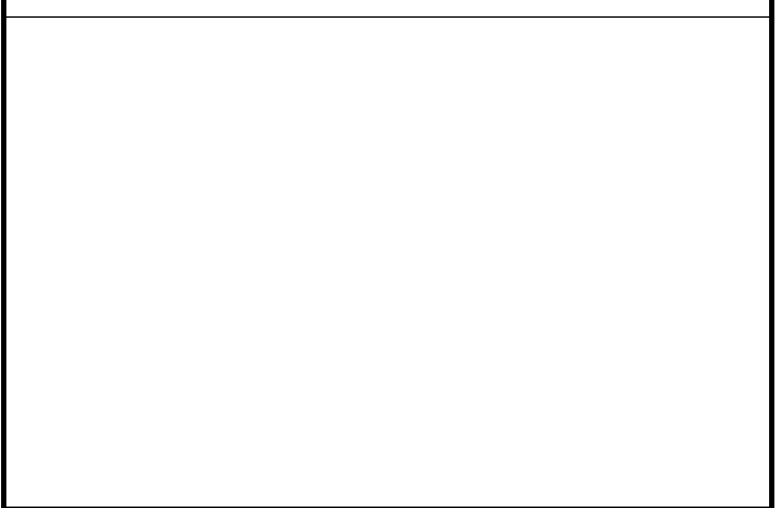


GARAGE ONLY - 360 GSF  
 TOTAL AREA OF 2BR UNIT - 1,046.7 SF

**2 H/C UNIT E - 2 BEDROOM**  
 A1.4 SCALE: 1/4"=1'-0"

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KEY PLAN



**GEMINI TOWNHOMES**  
 86 MORRIS ST  
 SPRINGFIELD, MA

PROJECT NAME:

DRAWING REVISION LOG

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CAD FILE: GT-A1.X UNIT PLANS.DWG

CONTRACT DATE: PROFESSIONAL SEAL

PLOT DATE: 3/30/2022

PROJECT NO: 2021-03

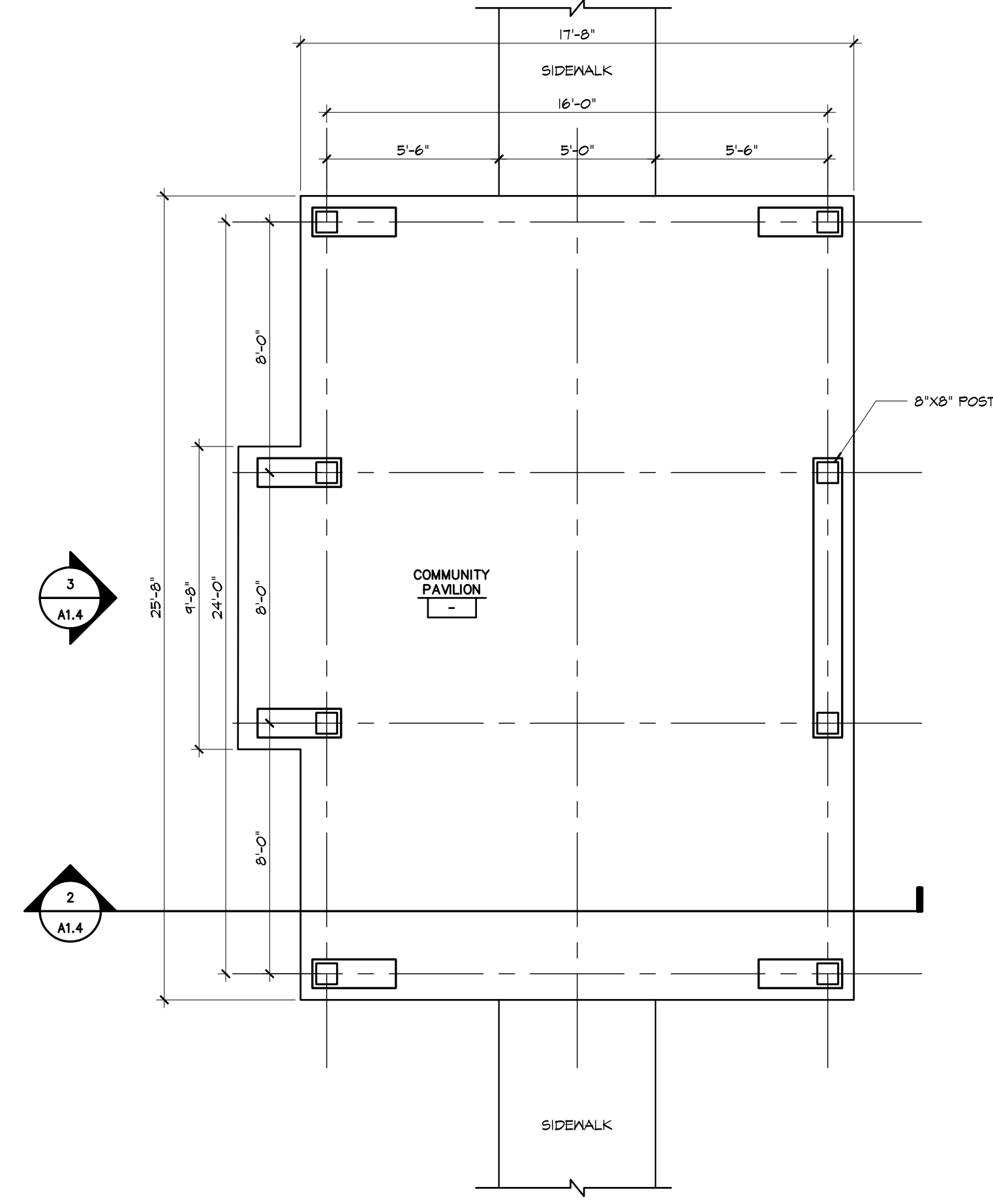
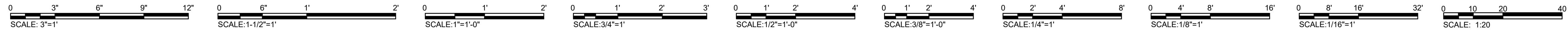
DRAWN BY: NThomas

DRAWING NAME

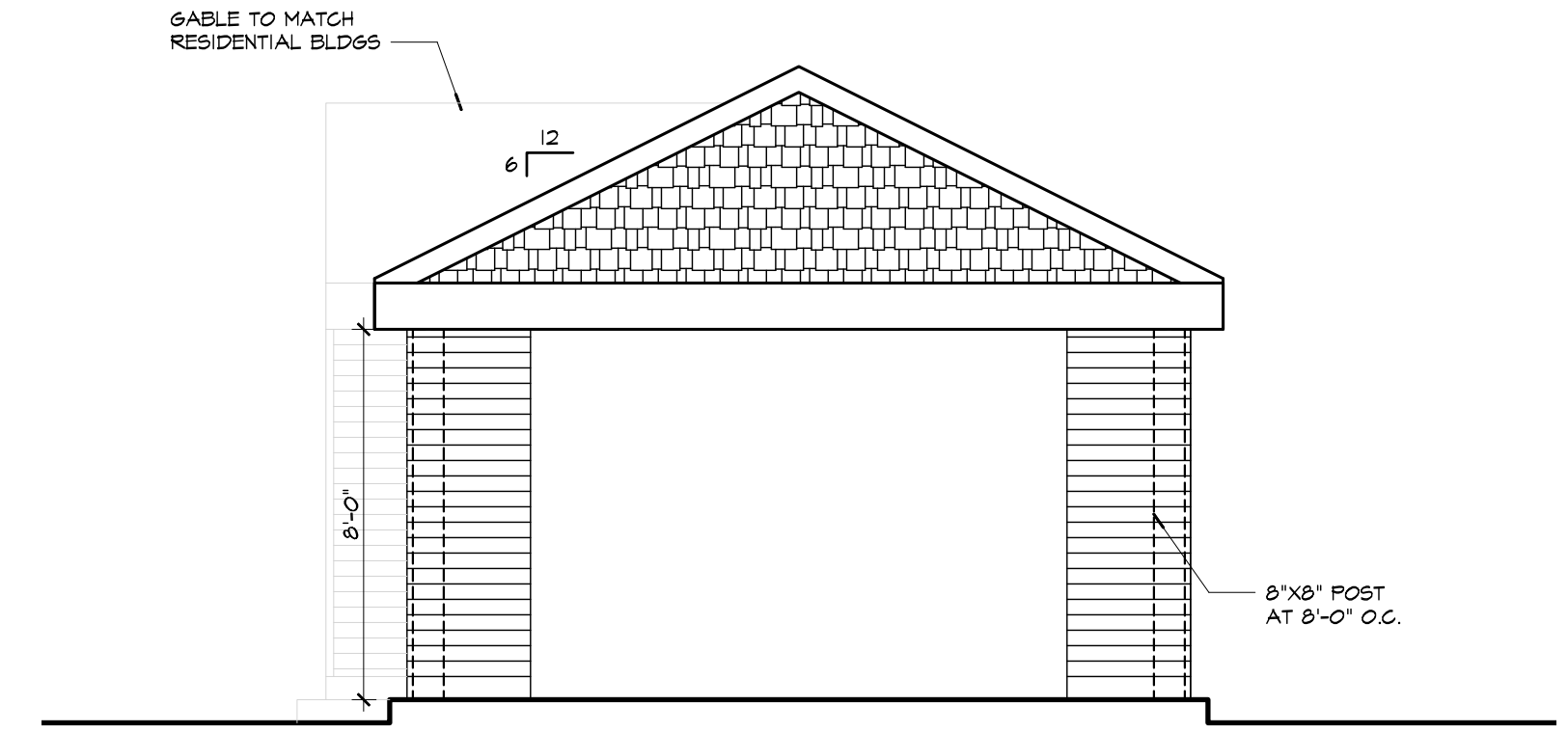
**H/C ACCESSIBLE UNITS  
 3BR PLAN & 2BR PLAN**

DRAWING NUMBER

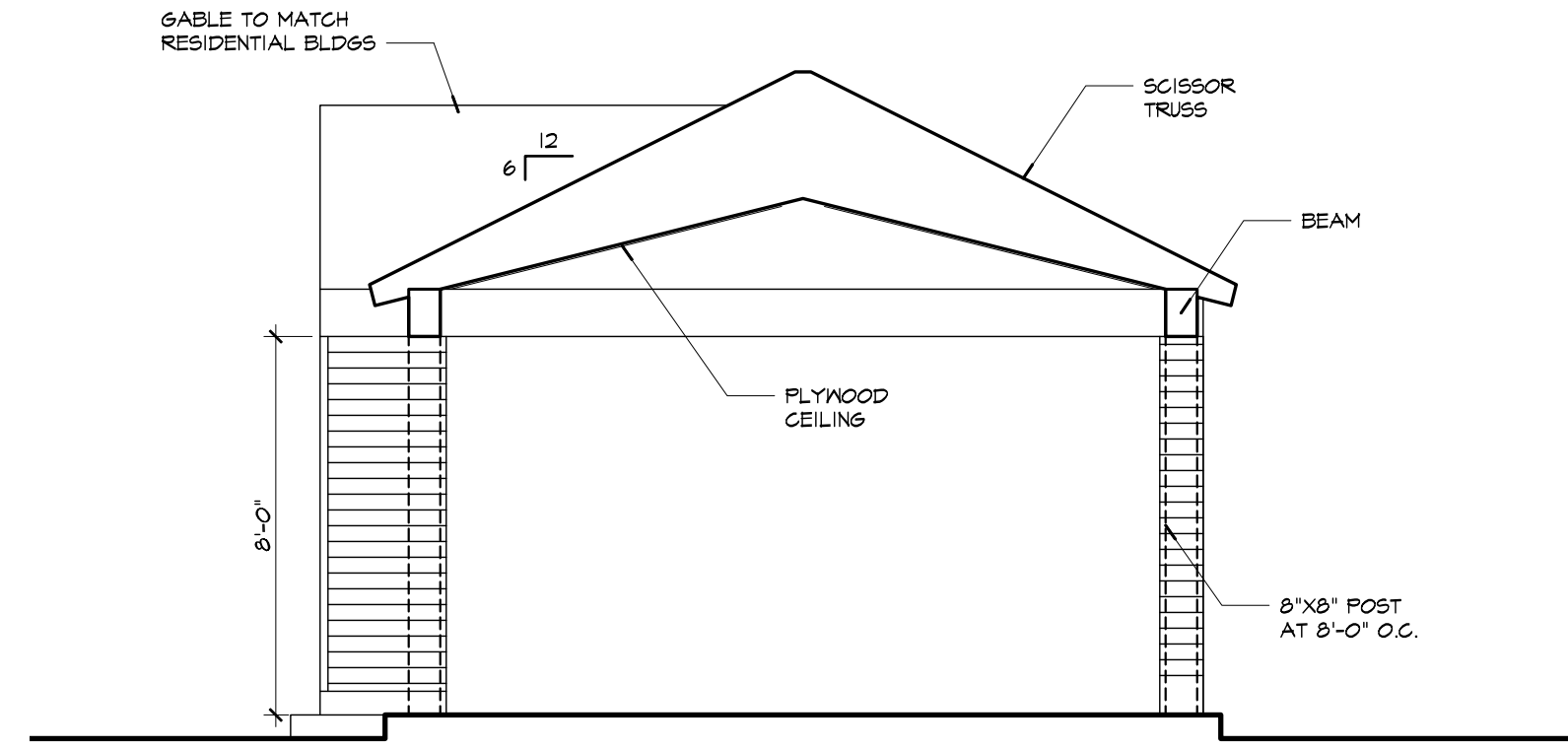
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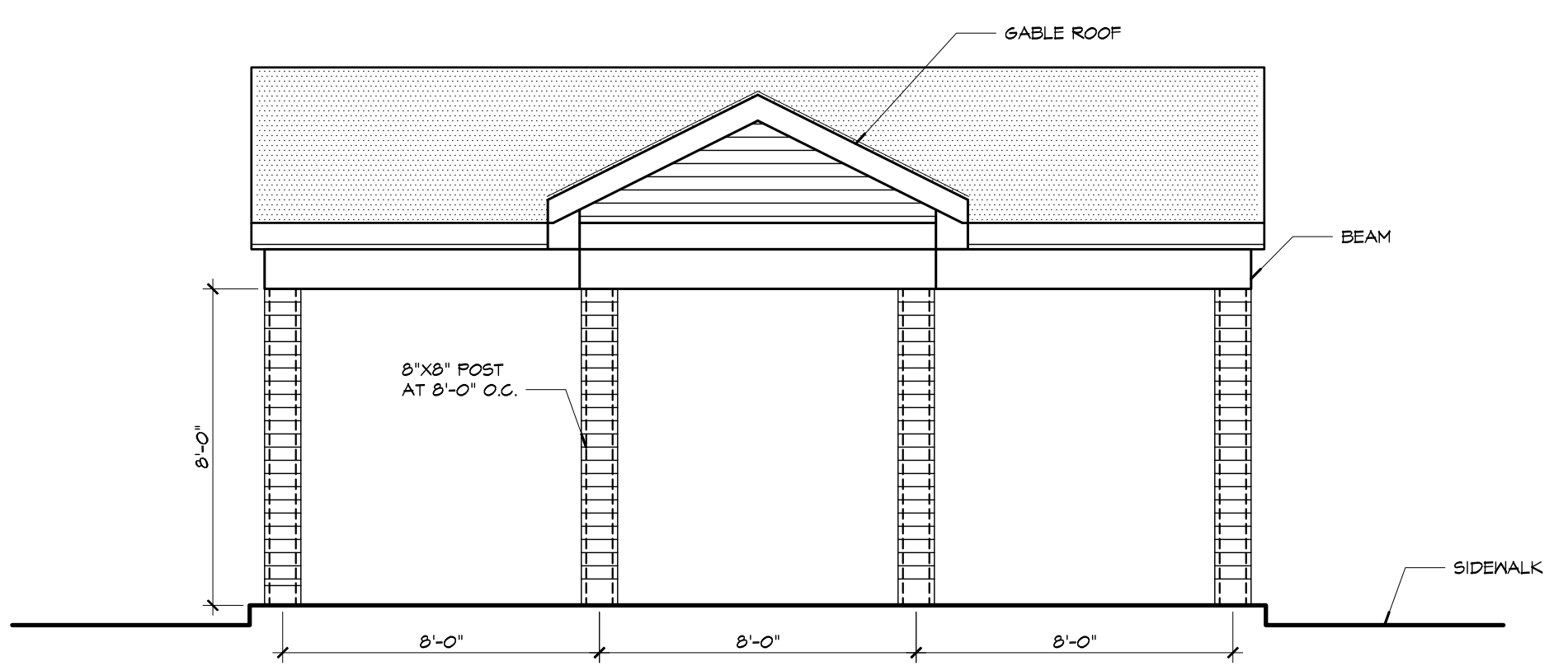
**1 COMMUNITY PAVILION**  
A1.5 SCALE: 1/4"=1'-0"



**4 SOUTH ELEVATION**  
A1.5 SCALE: 1/4"=1'-0"

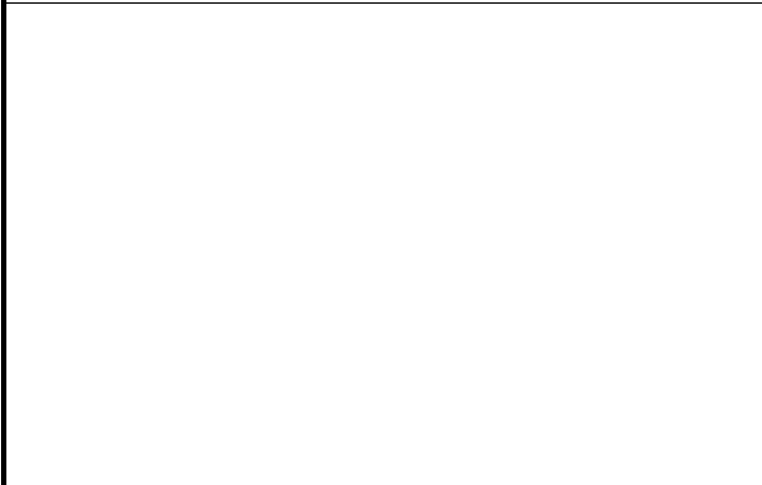


**2 SECTION**  
A1.5 SCALE: 1/4"=1'-0"



**3 WEST ELEVATION**  
A1.5 SCALE: 1/4"=1'-0"

KEY PLAN



GEMINI TOWNHOMES  
86 MORRIS ST  
SPRINGFIELD, MA

PROJECT NAME:

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PROJECT NO: 2021-03	
DRAWN BY: NThomas	

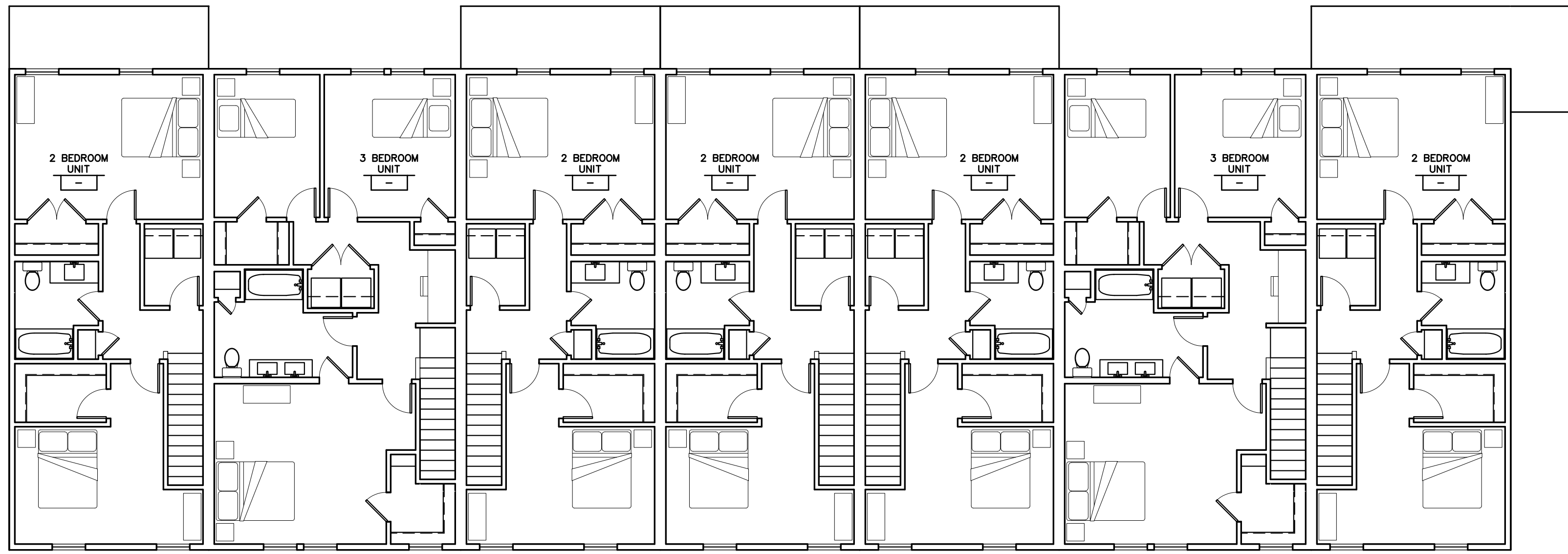
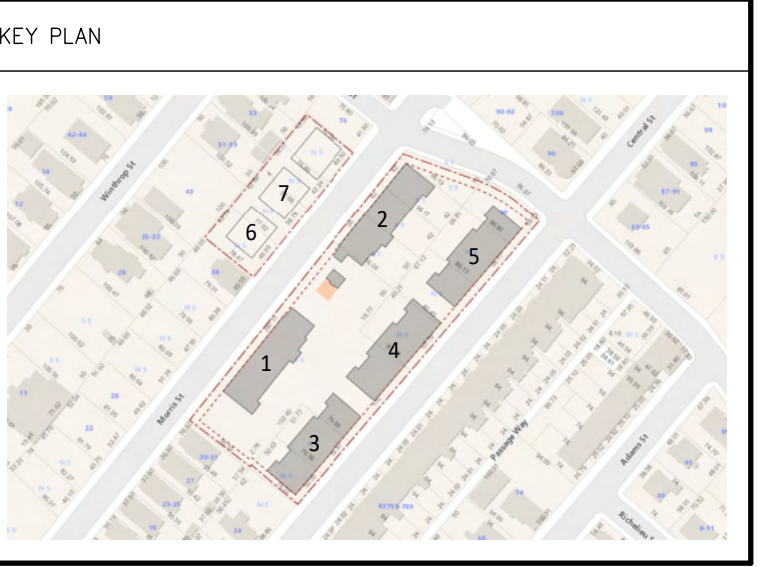
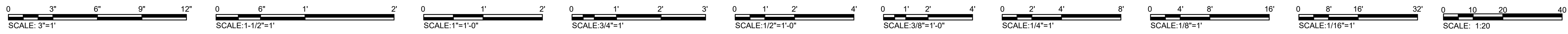
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**COMMUNITY PAVILION  
PLAN AND ELEVATION**

DRAWING NUMBER

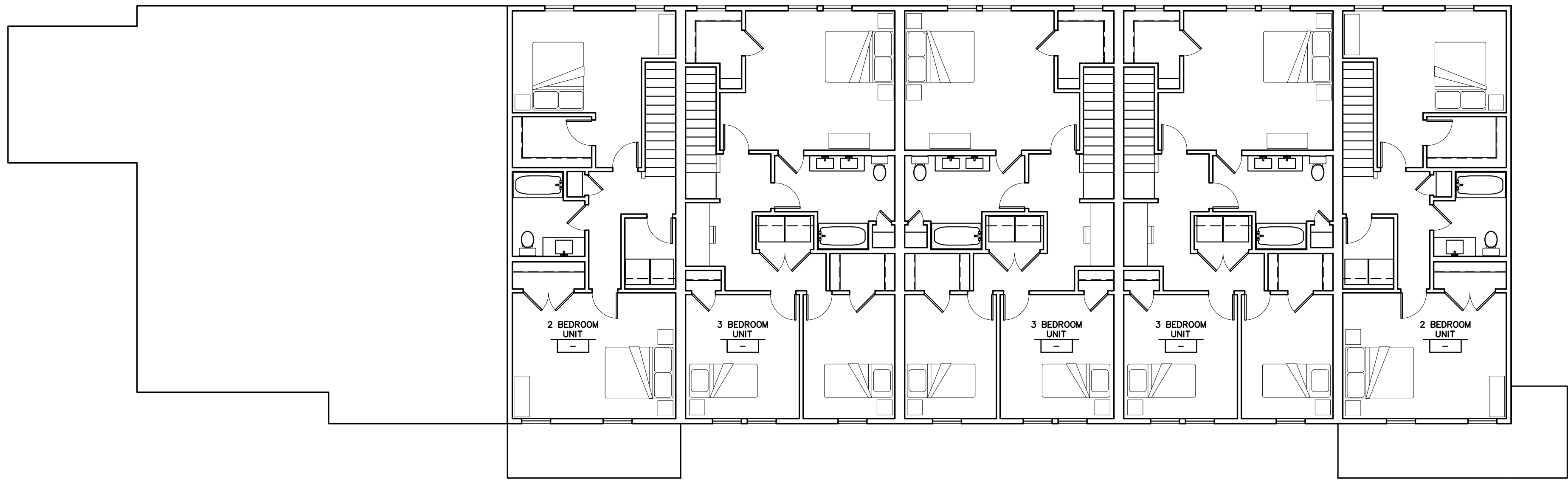
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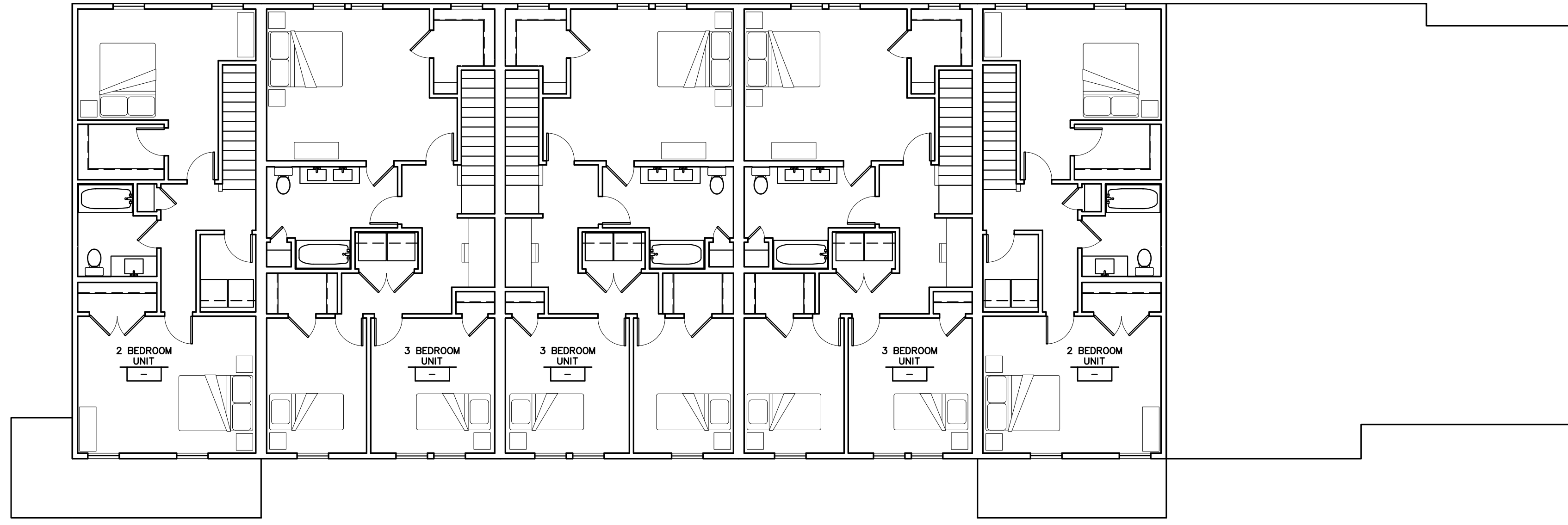




**3**  
2ND FLOOR PLAN  
BUILDINGS 3, 4, & 5  
A1.7 SCALE: 1/8"=1'-0"



**2**  
2ND FLOOR  
BUILDING 2  
A1.7 SCALE: 1/8"=1'-0"



**1**  
2ND FLOOR  
BUILDING 1  
A1.7 SCALE: 1/8"=1'-0"

GEMINI TOWNHOMES  
86 MORRIS ST  
SPRINGFIELD, MA

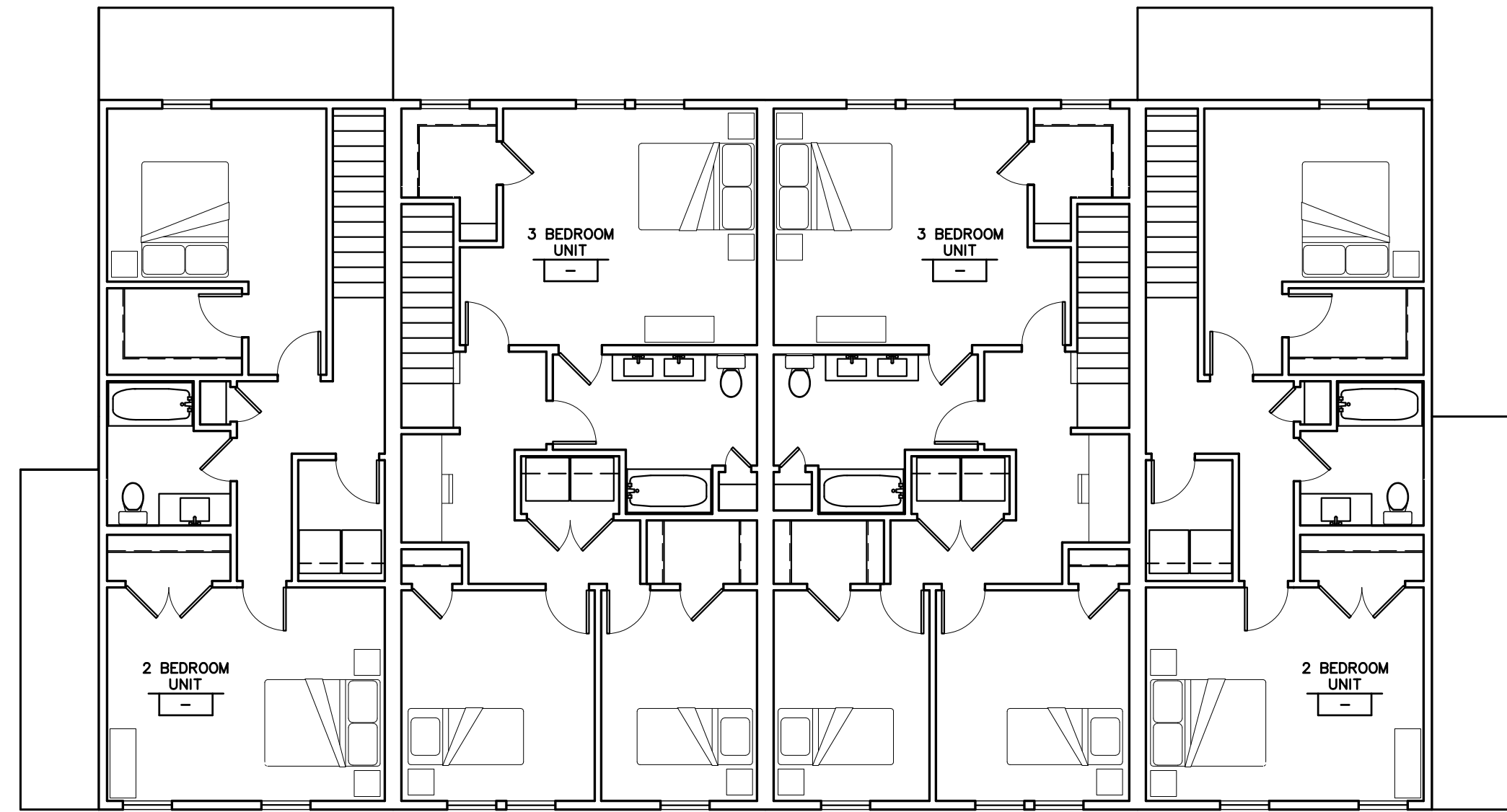
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PROJECT NO: 2021-03	
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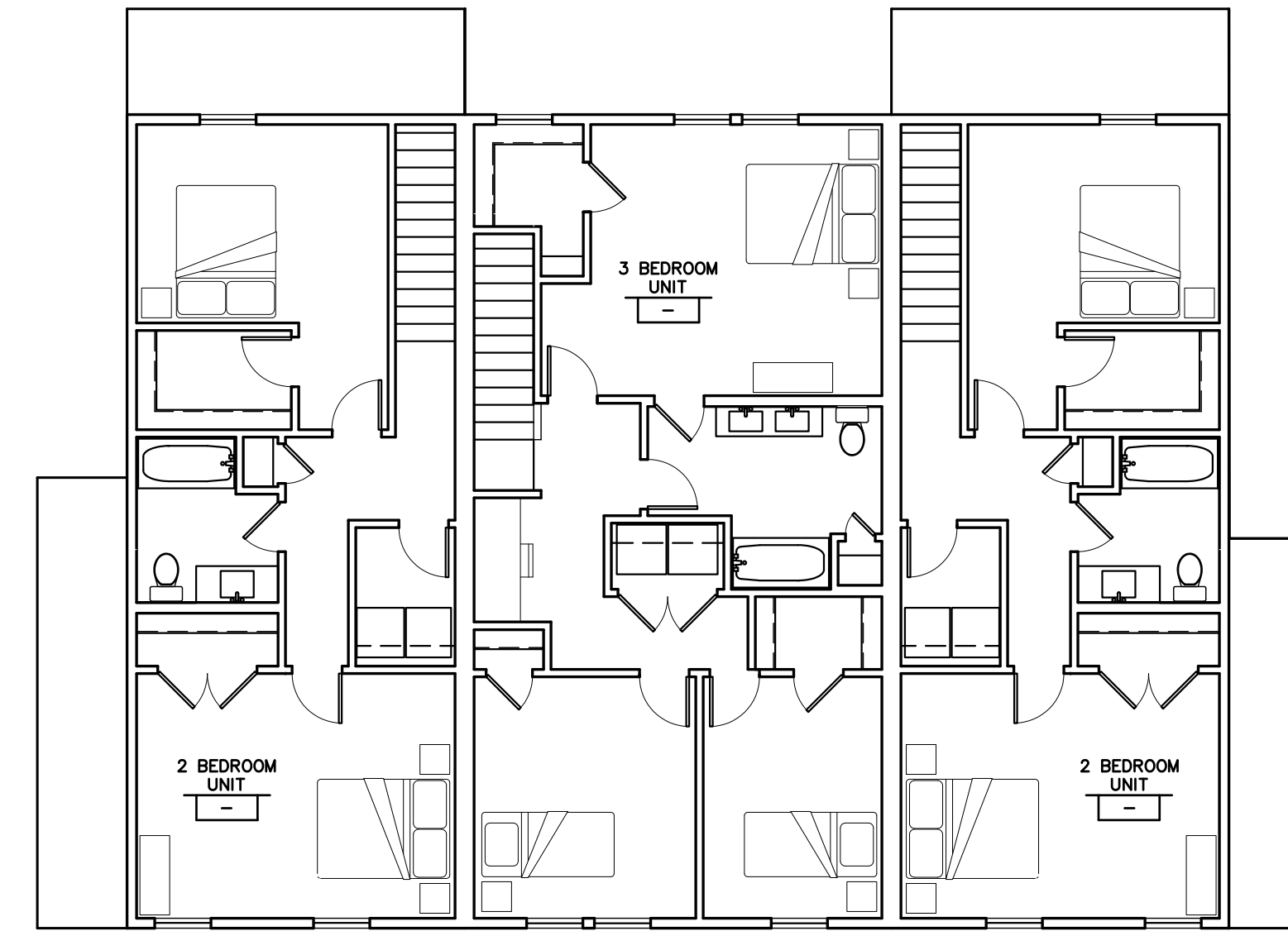
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SECOND FLOOR PLANS**

DRAWING NUMBER  
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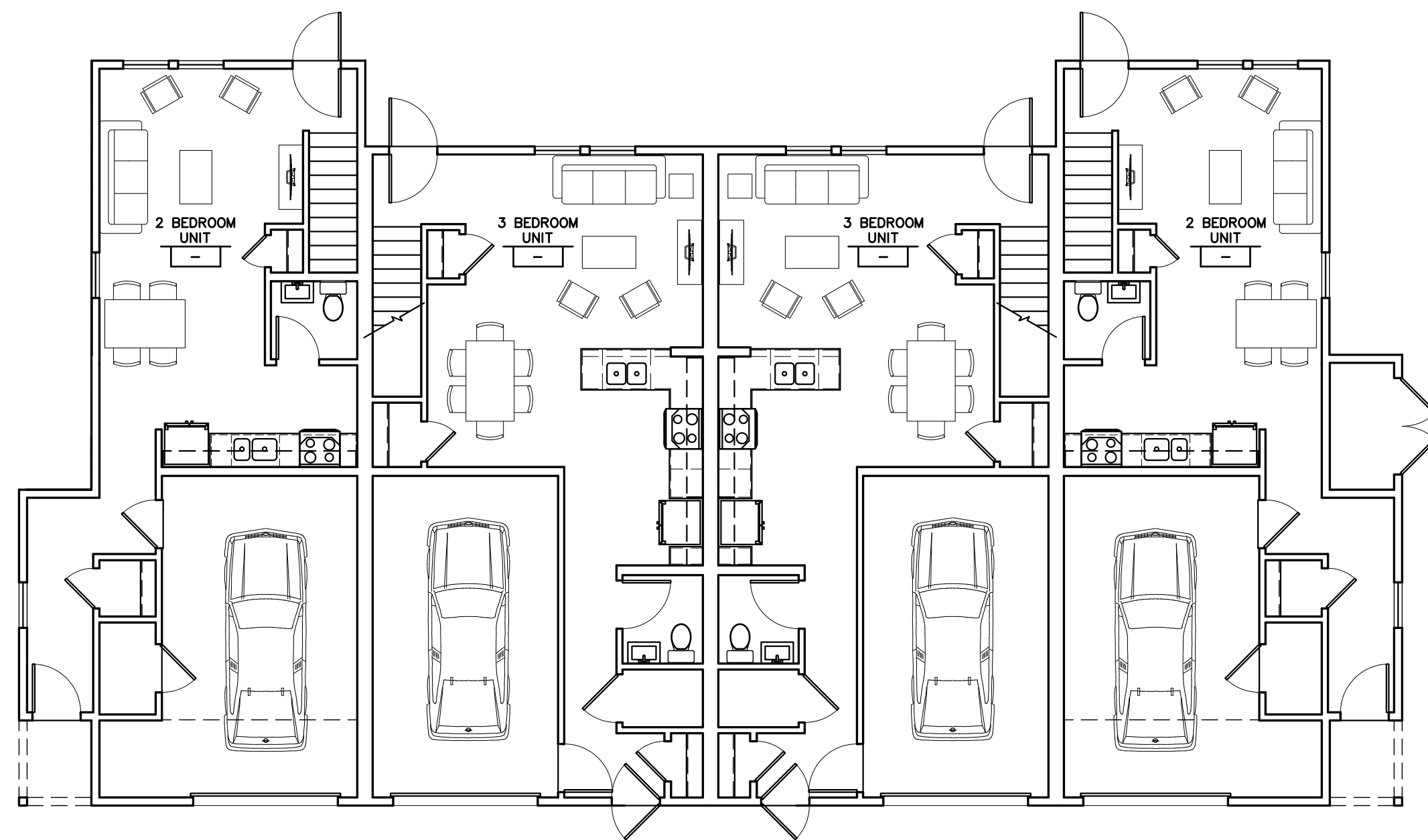
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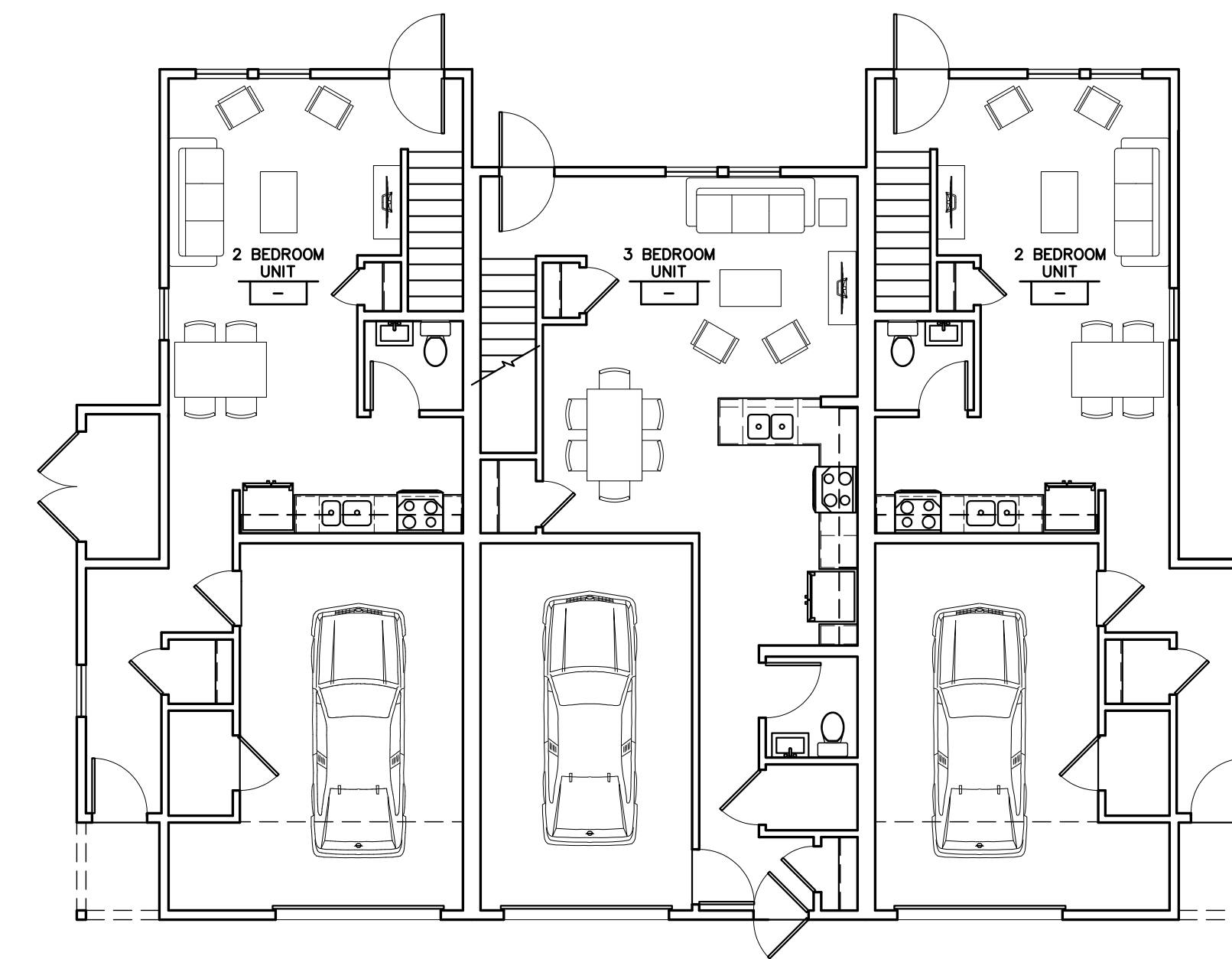
2  
A1.8 2ND FLOOR BUILDING 6  
SCALE: 1/8"=1'-0"



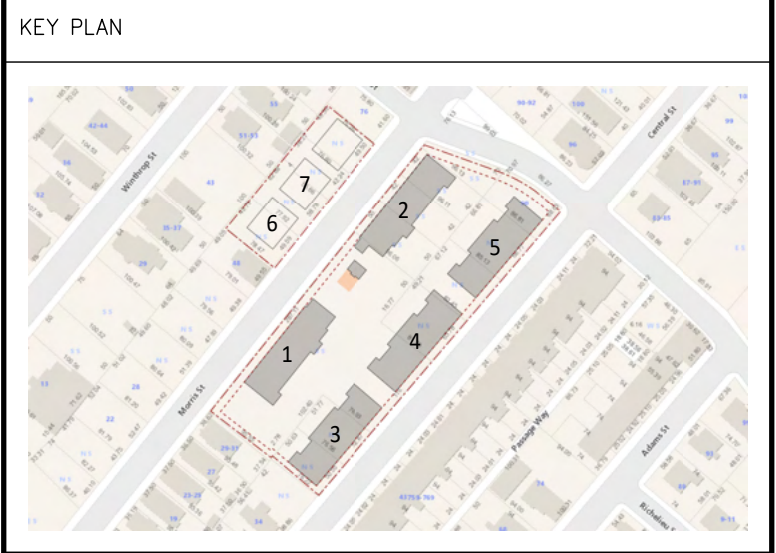
3  
A1.8 2ND FLOOR BUILDING 7  
SCALE: 1/8"=1'-0"



1  
A1.8 1ST FLOOR BUILDING 6  
SCALE: 1/8"=1'-0"



4  
A1.8 1ST FLOOR BUILDING 7  
SCALE: 1/8"=1'-0"



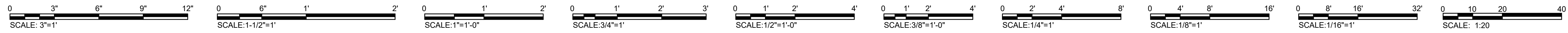
GEMINI TOWNHOMES  
 86 MORRIS ST  
 SPRINGFIELD, MA

PROJECT NAME:

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PLOT DATE: 3/30/2022	
PROJECT NO: 2021-03	
DRAWN BY: NThomas	

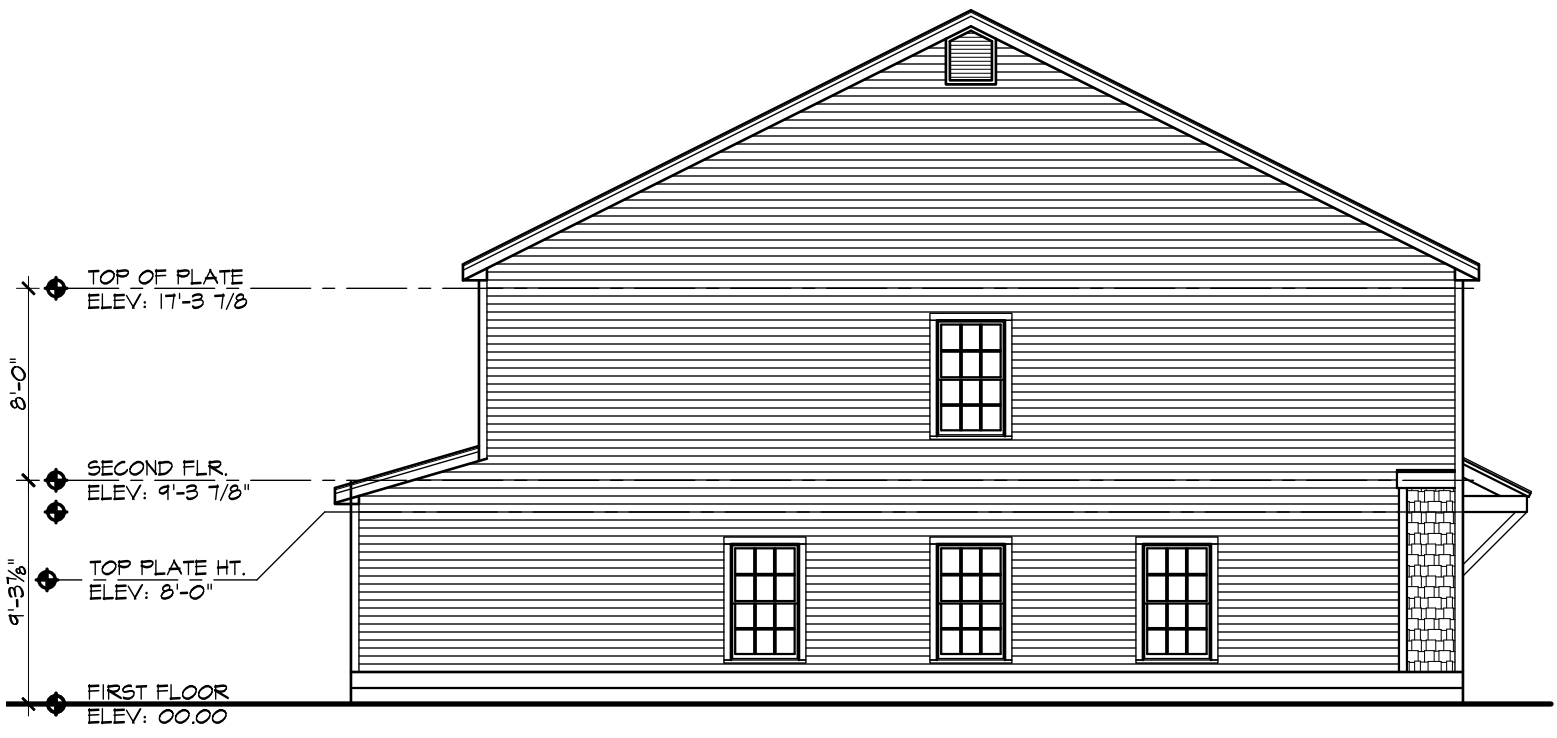
DRAWING NAME  
 PROPOSED FLOOR PLANS  
 BUILDINGS 6 & 7

DRAWING NUMBER  
 A1.8



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ph. 413-525-9700 fax. 413-525-9710

KEY PLAN



**BUILDINGS 3, 4, 5  
WEST ELEVATION**  
4  
A2.1 SCALE: 1/8"=1'-0"



**BUILDINGS 3, 4, 5  
SOUTH ELEVATION**  
1  
A2.1 SCALE: 1/8"=1'-0"



**BUILDINGS 3, 4, 5  
EAST ELEVATION**  
3  
A2.1 SCALE: 1/8"=1'-0"



**BUILDINGS 3, 4, 5  
NORTH ELEVATION**  
2  
A2.1 SCALE: 1/8"=1'-0"

**GEMINI TOWNHOMES**  
86 MORRIS ST  
SPRINGFIELD, MA

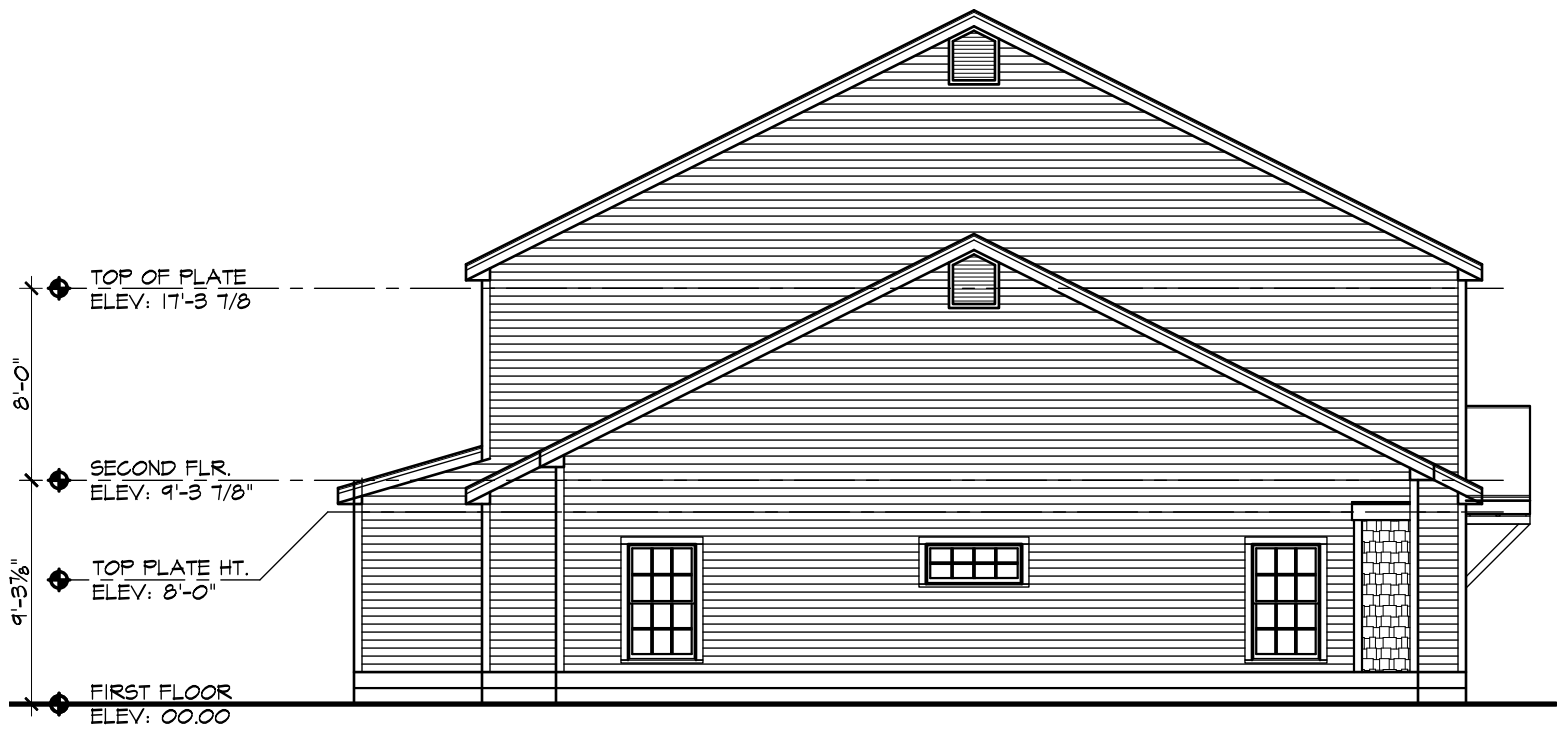
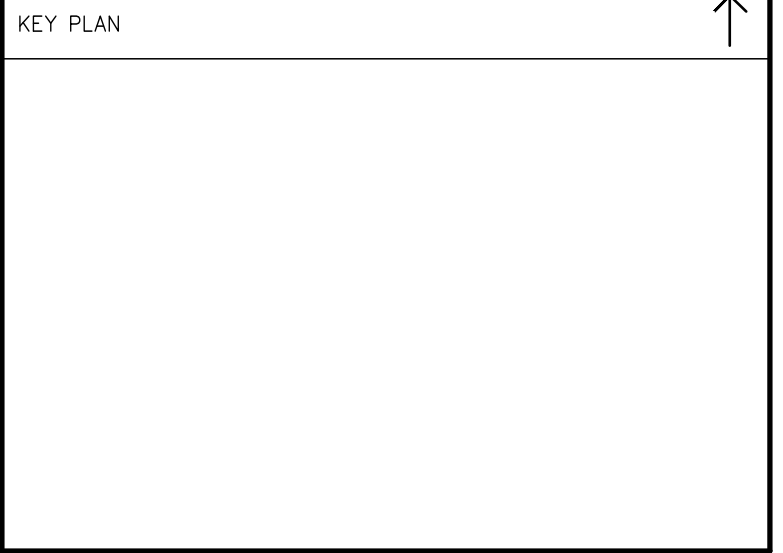
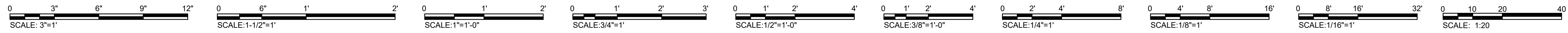
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CONTRACT DATE:	
PLOT DATE:	3/30/2022
PROJECT NO:	2021-03
DRAWN BY:	NThomas
	PROFESSIONAL SEAL

DRAWING NAME  
**PROPOSED ELEVATIONS  
BUILDINGS 3, 4, & 5**

DRAWING NUMBER  
**A2.1**

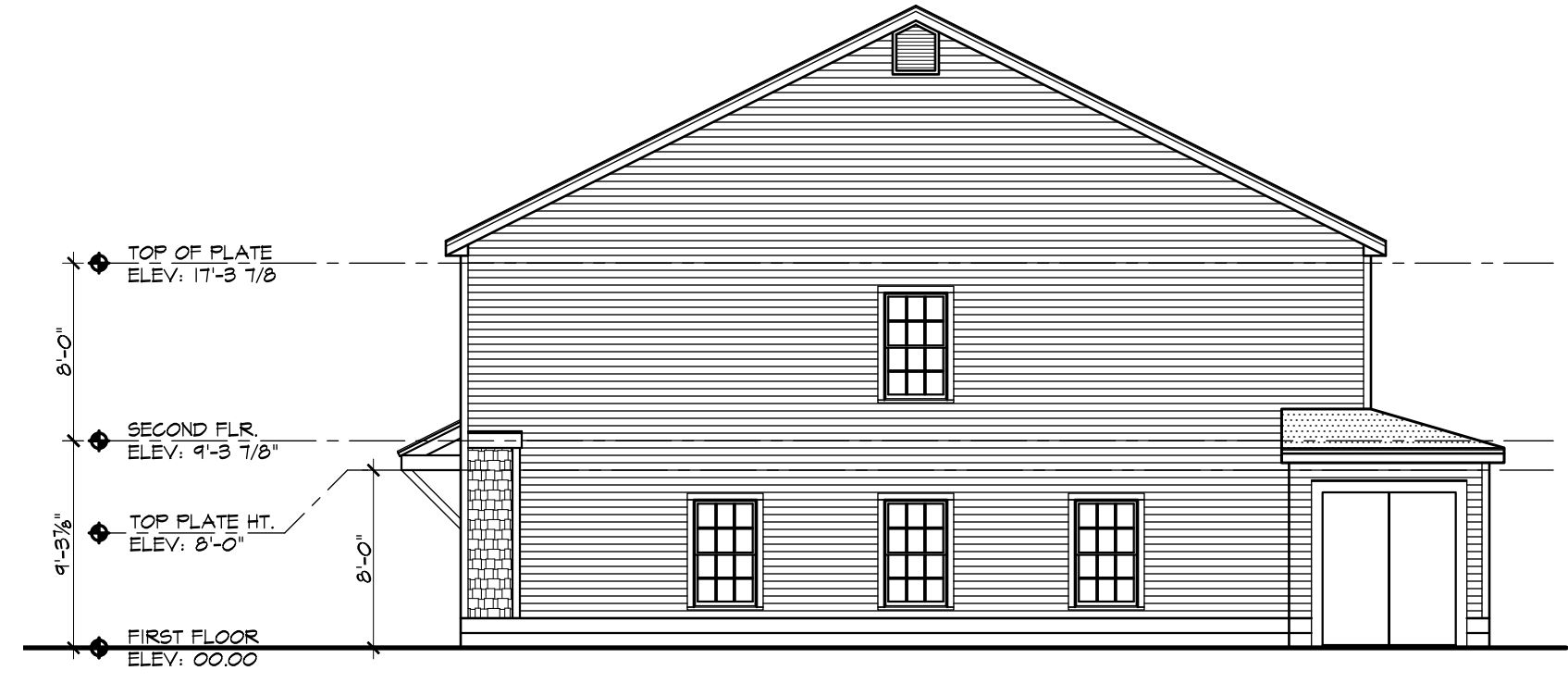
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**BUILDING 1  
EAST ELEVATION**  
4  
A2.2 SCALE: 1/8"=1'-0"



**BUILDING 1  
NORTH ELEVATION**  
1  
A2.2 SCALE: 1/8"=1'-0"



**BUILDING 1  
WEST ELEVATION**  
3  
A2.1 SCALE: 1/8"=1'-0"



**BUILDING 1  
SOUTH ELEVATION**  
2  
A2.2 SCALE: 1/8"=1'-0"

**GEMINI TOWNHOMES**  
86 MORRIS ST  
SPRINGFIELD, MA

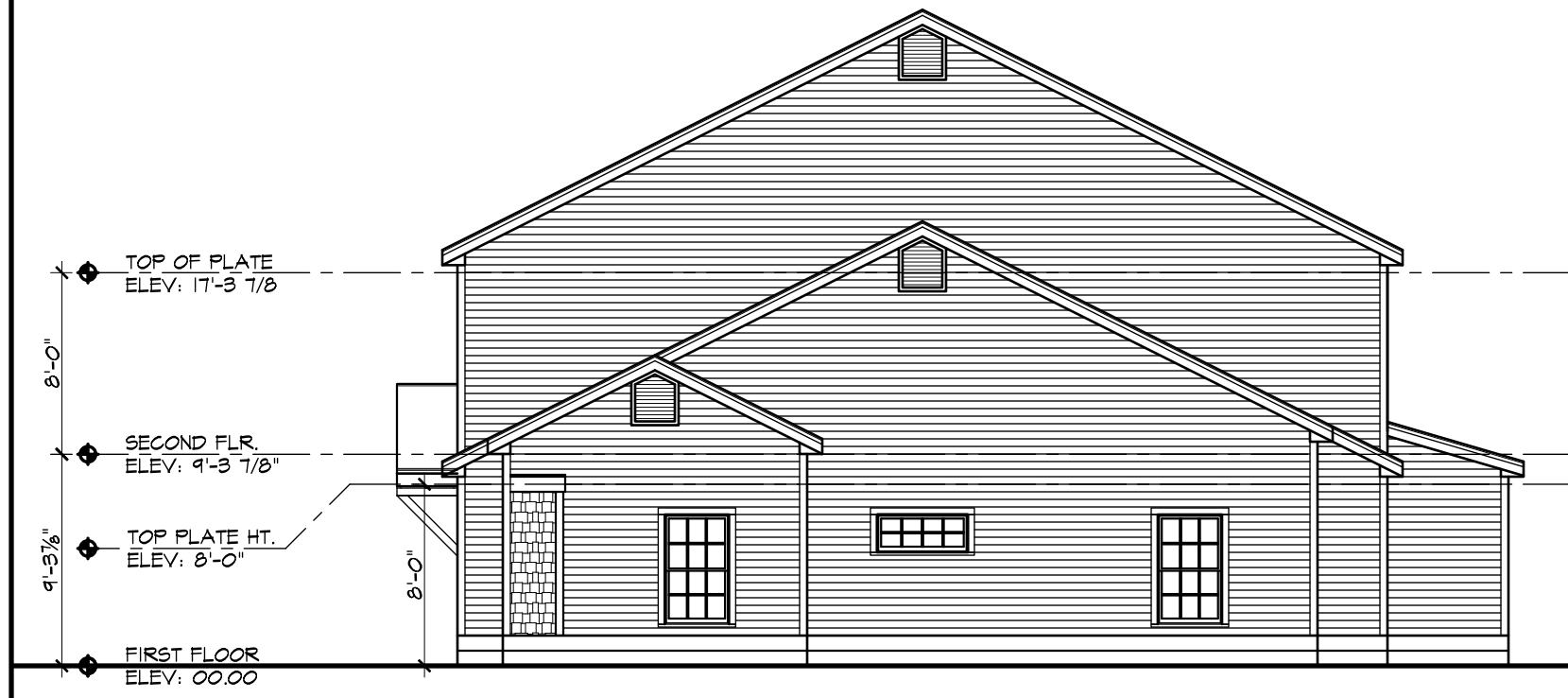
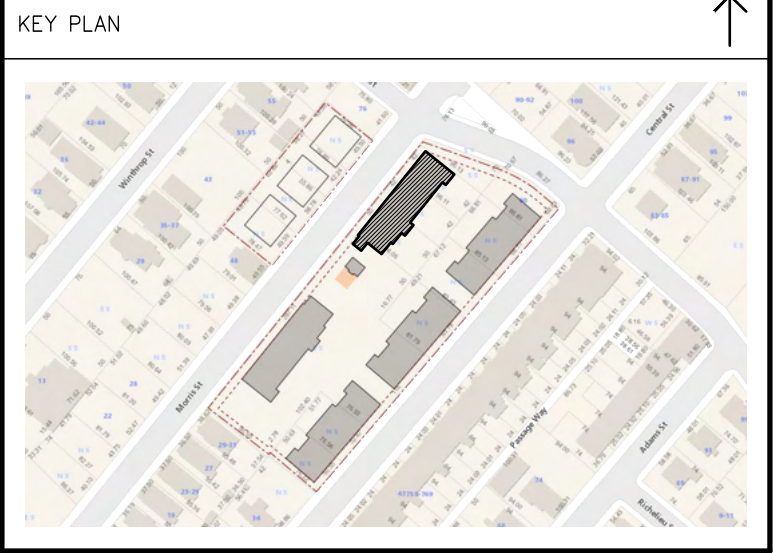
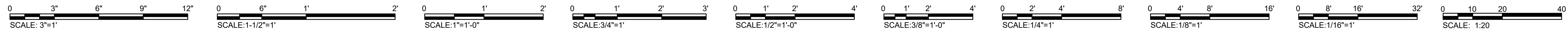
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PLOT DATE: 3/30/2022	
PROJECT NO: 2021-03	
DRAWN BY: NThomas	

DRAWING NAME  
**PROPOSED ELEVATIONS  
BUILDING 1**

DRAWING NUMBER  
**A2.2**

021 PT 1/20/2022, Para. 30, 2022, PARESENTIAL/02-03 GEMINI TOWNHOMES/CONSTRUCTION-DRAWING SET/1-GT-A2.X ELEVATIONS.DWG  
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**BUILDING 2 WEST ELEVATION**  
3  
A2.3 SCALE: 1/8"=1'-0"



**BUILDING 2 NORTH ELEVATION**  
1  
A2.3 SCALE: 1/8"=1'-0"



**BUILDING 2 EAST ELEVATION**  
4  
A2.1 SCALE: 1/8"=1'-0"



**BUILDING 2 SOUTH ELEVATION**  
2  
A2.3 SCALE: 1/8"=1'-0"

**GEMINI TOWNHOMES**  
86 MORRIS ST  
SPRINGFIELD, MA

PROJECT NAME

DRAWING REVISION LOG	
02/28/22	SPECIAL PERMIT
CAD FILE: GT-A2.X ELEVATIONS.DWG	
CONTRACT DATE:	PROFESSIONAL SEAL
PLOT DATE: 3/30/2022	
PROJECT NO: 2021-03	
DRAWN BY: NThomas	

DRAWING NAME  
**PROPOSED ELEVATIONS  
BUILDING 2**

DRAWING NUMBER  
**A2.3**

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**MORRIS ST VIEW 1**



**MORRIS ST VIEW 2**



**CENTRAL ST VIEW 1**



**MORRIS ST VIEW 3**



**MORRIS ST VIEW 4**



**CENTRAL ST VIEW 2**

**Application for MassHousing Commonwealth Builder Funds  
Sources & Uses**

**Gemini Project SOURCES of FUNDS**

Sales Prices (if more than one sales price per unit type, please insert the average sales price)

Unit Mix	Total Units	CWB 80%	CWB 90%	CWB 100%	CWB	CWB
0 bedroom	0					
1 bedroom	0					
2 bedrooms	\$ 24	\$ 140,000	\$ 175,000	\$ 225,000		
3 bedrooms	\$ 16	\$ 165,000	\$ 215,000	\$ 260,000		
4 bedrooms	0					
<b>Total Units</b>	40	\$ 305,000	\$ 390,000	\$ 485,000	\$ -	

Gross Sales: \$ 8,825,000

**Private Equity:**

Developer's Cash Equity \$ -

Developer's Fee Loaned N/A

Other Source: (Please describe)

**Total Private Equity:** \$ -

**Public Equity/Grants**

MassHousing Commonwealth Builder, grant \$ 10,000,000

HOME Funds, as a grant \$ 600,000

Grant: Masssave Rebate \$ 400,000

Grant: CPA FUNDS \$ 250,000

Grant: Developer contingency for CPA Funds \$ 250,000

Grant: ARPA FUNDS \$ 960,000

CWB subsidy/CWB unit \$ 250,000

**Total Public Equity:** \$ 12,460,000

**Construction Financing:**

	Amount	Rate	Amort.	Term
Subsidy Loan	\$0	5.00%	N/A	36 months
Lender: <u>CEDAC</u>				

Other Construction Loan	\$2,100,000	4.75%	N/A	36 months
Lender: <u>New Valley</u>				

**USES of FUNDS**

	Total	Residential	Commercial	Comments
Acquisition: Land	\$50,000			
Acquisition: Building				
<b>Acquisition Subtotal:</b>	<b>\$50,000</b>			

Direct Construction Budget:	\$14,236,210			
Construction Contingency:	\$1,423,621			
<b>Subtotal Construction:</b>	<b>\$15,659,831</b>			

**General Development Costs:**

Architecture & Engineering	\$808,852			
Survey and Permits	\$162,362			
Clerk of the Works	\$98,000			
Environmental Engineer	\$100,000			
Legal	\$202,112			
Title and Recording	\$80,000			

**Application for MassHousing Commonwealth Builder Funds  
Sources & Uses**

Accounting & Cost Cert.	\$40,000			
Marketing and Commissions	\$397,125			
Real Estate Taxes	\$10,000			
Insurance	\$70,000			
Appraisal	\$5,000			
Security	\$15,000			
Predevelopment Loan Interest	\$60,000			
Construction debt fees	\$46,000			
Construction Loan Interest	\$115,908			
Inspecting Engineer	\$40,000			
Fees to: Reimbursables	\$75,000			
Fees to : CWB application	\$7,500			
Credit Enhancement Fees	\$7,500			
Letter of Credit Fees				
Lender Counsel	\$10,000			
Other: Lottery Management	\$10,000			
Other: HERS	\$50,000			
Other:Condo Consultant_	\$10,000			
Soft Cost Contingency	\$225,845			
<b>Subtotal Gen. Dev. Costs:</b>	<b>\$2,646,203</b>			

**Subtotal: Acquis., Const. & Gen. Dev.** \$18,356,034

Capitalized Reserves				
Developer Overhead	\$1,464,483			
Developer Fee	\$1,464,483			

**Total Development Cost** \$21,285,000      **Per Unit** \$532,125      **Per Sq Ft** \$408



# Fair Wage Compliance Certificate

Grantee/Contractor Information *Please Print Legibly*

Name: Home City Development, Inc

Project Name: Gemini Townhomes

Business/Organization Name: \_\_\_\_\_

Address: 89 Morris St

City/State/Zip: Springfield MA 01105

Phone #: (413) 785-5312 x111 e-mail: JMcGoy@HomeCitydevelopment.org

The Springfield Community Preservation Committee (SCPC) requires certification of compliance with wage and hour and other employment-related laws prior to issuance of contracts involving CPA grants of over \$50,000. Terms relating to compliance with these laws will be included in all CPA contracts with Grantees that are not City of Springfield departments. Grantees shall obtain from any general contractor or construction manager this Fair Wage Compliance Certificate and shall require that such general contractor or construction manager obtain such Certification from each subcontractor at every tier prior to its commencement of work on the Project. These certifications shall be provided to the SCPC promptly upon signing.

The undersigned Grantee, Contractor, or Subcontractor hereby certifies under the pains and penalties of perjury that it shall comply with the following qualifications and conditions at all times during its performance of work on the Project:

- (1) It has not been debarred or suspended from performing construction work by any federal, state or local government agency or authority in the past five years;
- (2) It has not been found within the past five years by a court or governmental agency in violation of any law relating to providing workers compensation insurance coverage, misclassification of employees as independent contractors, payment of employer payroll taxes, employee income tax withholding, wage and hour laws, prompt payment laws, or prevailing wage laws;
- (3) It must maintain appropriate industrial accident insurance sufficient to provide coverage for all the employees on the project in accordance with G.L. c.152 and provide documentary proof of such coverage to the SCPC to be maintained as a public record;
- (4) It must properly classify employees as employees rather than independent contractors using applicable federal and state law. Individuals properly classified as employees according to applicable law must be treated as employees for the purposes of minimum wages and overtime, workers' compensation insurance coverage, unemployment taxes, social security taxes and state and federal income tax withholding. (G.L. c.149, §148B on employee classification);
- (5) It must comply with G.L. c. 151, §1A and G.L. c. 149, § 148 with respect to the payment of wages to properly classified employees; and
- (6) It must be in compliance with the health and hospitalization requirements of the Massachusetts Health Care Reform law established by Chapter 58 of the Acts of 2006, as amended, and regulations promulgated under that statute by the Commonwealth Health Insurance Connector Authority.

Thomas P. Keigelman  
(Typed or printed name of person signing) Signature

03/22/2022  
Date

Contact by email [CPC@springfieldcityhall.com](mailto:CPC@springfieldcityhall.com) or by telephone 413-530-1629