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Contract 20170331

### City of Springfield Contract Tracer Document

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

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

DEPARTMENT	DATE RECEIVED		DATE FORWARDED TO NEXT DEPT.	
	Initials	Date	Initials	Date
Community Development	tg		tg	
City Comptroller	LLU	10/25/16	LLU	10/26/16
Law	PF	10-27-16	PF	10-27-16
CAFO	ymm	10/31/16	ymm	11-1-16
Mayor	BB	11-1-16	BB	11-1-16
City Comptroller			LLU	11/7/16
Community Development				

Vendor No.: 10183    Contract No.: 20170331    Contract Date: 10/14/2016

Contract Amt.: \$53,474.20    Issue Date: 10/24/16    Renewal Date:

Appropriation Code1: 26401827-530105-64014  
 Appropriation Code2:  
 Appropriation Code3:  
 Appropriation Code4:

Description of Funding Source: CDBG-DR

Bid No.:                      Requisition No.: 17005433    PO No.:

Vendor Name: Shane Milette

Contract Type: CDBG-DR Home Repair Loan

Contract Purpose: Rehabilitation of 26-28 Wendell Place.

Originating Dept.: Community Development

Expiration Date:                      Amendment Date:                      Extension Date:

TYPE OF DOCUMENT (Please select at least one):  
 New     Renewal     Amendment     Extension

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

Requisition 17005433-00 FY 2017

Acct No:  
 26401827-530105-64014  
 Review:  
 Buyer: lpl  
 Status: Released

Vendor  
 SHANE MILETTE  
 28 WENDELL PLACE  
 SPRINGFIELD, MA 01105

Ship To  
 DISASTER RECOVERY 4TH FLOOR  
 36 COURT STREET  
 ROOM 405/411  
 SPRINGFIELD, MA  
 MLYNCH@SPRINGFIELDCITYHALL.COM

*C#20170331*

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/24/16	010183				COMMUNITY DEVELOPMENT

LN	Description / Account	Qty	Unit Price	Net Price
General Notes				
CDBG-DR HOME REPAIR LOAN 26-28 WENDELL PLACE. 10/25/16 ASSIGNED C#20170331				
001	CDBG-DR HOME REPAIR LOAN 26-28 WENDELL PLACE.	1.00 EACH	53474.20000	53474.20
1	26401827-530105-64014		53474.20	
Ship To DISASTER RECOVERY 4TH FLOOR 36 COURT STREET ROOM 405/411 SPRINGFIELD, MA				

Requisition Link Requisition Total 53474.20

\*\*\*\*\* General Ledger Summary Section \*\*\*\*\*  
 Account 26401827-530105-64014 Amount 53474.20 Remaining Budget 413671.23

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

Activity	Date	Clerk	Comment
Approved	10/24/16	Cathy Buono	
Forward	10/24/16	Mitchell Doty	Automatic Forward to 109320
Approved	10/24/16	Melanie Acobe	Auto approved by: 108745
Approved	10/24/16	Christopher Fraser	
Approved	10/24/16	Jennifer Whisher	Auto approved by: 108745

Bill To  
 COMMUNITY DEVELOPMENT  
 1600 EAST COLUMBUS AVE  
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 01103

Requisition 17005433-00 FY 2017

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 26401827-530105-64014  
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/24/16	010183				COMMUNITY DEVELOPMENT

LN	Description / Account	Qty	Unit Price	Net Price
Approved	10/24/16 Heather Potito		Auto approved by: 108745	
Approved	10/24/16 Yuan Feng		Auto approved by: 108745	
Approved	10/24/16 Tim Brown		Auto approved by: 108745	
Approved	10/25/16 Lindsay Hackett		Auto approved by: 109210	
Approved	10/25/16 TJ Plante		Auto approved by: 109210	
Queued	10/25/16 Lauren Stabilo		Auto approved by: 109210	

C#20170331



CITY OF SPRINGFIELD

HOMEOWNER REHABILITATION AGREEMENT

Whereas, Shane L. Millette And Rogelio Arroyo, Jr. ("Homeowner(s)") is receiving Community Development Block Grant Disaster Recovery (CDBG-DR) Program financial assistance from The City of Springfield ("Grantee") in the amount of \$ 53,474.20 to provide funding to rehabilitate home located at 26-28 Wendell Place Springfield, MA 01108 in compliance with The City of Springfield building codes.

Now, therefore, the Grantee has an option to recoup assistance used on the above described property upon the terms, conditions and contingencies herein set forth.

**Owner Occupancy**

Homeowner agrees that if during the fifteen years the Homeowner uses the property as (1) an investment property or (2) the Homeowner uses the Property as a recreational house or "second" home, then the Grantee shall require immediate payment in full of the entire loan amount provided by the Grantee.<sup>1</sup>

Homeowner agrees that if during the fifteen years he/she/they sell part or all of the property without Grantee's prior written consent then the Grantee shall require payment in full the amount of the loan outstanding at time of sale.

**Insurance Proceeds and Federal Benefits**

In consideration of Homeowner's receipt of funds or the commitment by the City of Springfield to evaluate Homeowner's application for the receipt of funds under the CDBG Disaster Recovery Program (CDBG-DR) administered by the City of Springfield, Homeowner agrees that if he/she receives further insurance proceeds and/or federal benefits for rehabilitation, repairs or reconstruction to their primary residence in connection with June 2011 Tornado, the homeowner will report receiving benefits by emailing spham@springfieldcityhall.com or calling 413-784-7883 within seven (7) days of receipt of additional proceeds and/or benefits. Homeowner hereby assigns to the City of Springfield all of Homeowner's future rights to reimbursement and all payments received under any policy of casualty or property damage insurance (the "Policies") or under any reimbursement or relief program related to or administered by the Federal Emergency Management Agency ("FEMA") or the Small Business Administration ("SBA") for physical damage to the Structure that was the basis of the calculation of Homeowner's award to the extent of the Note or Loan proceeds paid to Homeowner under the Program. Failure to report additional insurance proceeds and/or federal benefits shall require immediate repayment in full of the entire loan amount provided by the Grantee.

**Assignment Relating to Funds Received under CDBG-Disaster Recovery Program**

The proceeds or payments referred to in the preceding sentence, whether they be from insurance, FEMA or the SBA, shall be referred to herein as "Proceeds." The rights Homeowner assigns are specific to the structure with respect to which Note or Loan proceeds were paid (the "Structure") which is described in Homeowner's application with the Program arising out of physical damage to the Structure originally caused by the June 2011 Tornado respectively; but, also including Proceeds received for damage to the Structure caused by any subsequent event that occurred until the commencement of repair or reconstruction utilizing Program funds. The causes of subsequent



damage include, but are not limited to, the June 1, 2011 F3 Tornado and residual damages respectively. The Policies include, but are not limited to, policies characterized as wind, flood or any other type of casualty or property damage insurance coverage held by Borrower and which provides coverage for physical damage to the Structure.

**Cooperation and Further Documentation.**

Homeowner agrees to assist and cooperate with the City of Springfield should the City of Springfield elect to pursue any of the claims Homeowner has against the insurers for reimbursement under any such policies. Homeowner's assistance and cooperation shall include allowing suit to be brought in Homeowner's name(s), giving depositions, providing documents, producing records and other evidence, testifying at trial and any other form of assistance and cooperation reasonably requested by the City of Springfield. Homeowner further agrees to assist and cooperate in the attainment and collection of any Proceeds that the Homeowner would be entitled to under any applicable FEMA or SBA program as described above. If requested by the City of Springfield, Homeowner agrees to execute such further and additional documents and instruments as may be requested to further and better assign to the City of Springfield, to the extent of the Note or Loan proceeds paid to Homeowner under the Program, the Policies, the disaster relief funds from FEMA or SBA and/or any rights thereunder, and to take, or cause to be taken, all actions and to do, or cause to be done, all things requested by the City of Springfield to consummate and make effective the purposes of this Agreement.

**Authorization for City of Springfield to Contact Third Parties**

Homeowner explicitly allows the City of Springfield to request of any company with which Homeowner held Policies or FEMA or the SBA any non-public or confidential information needed by the City of Springfield to monitor/enforce its interest in the rights assigned to it under this Agreement and to give Homeowner's consent to such company to release said information to the City of Springfield.

**Income Eligibility**

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

**Enforcement**

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

Whereas, if the Homeowner does not violate any of the terms listed in this agreement, then this agreement will be considered paid in full on the 14<sup>TH</sup> of Oct. 2031 and the Note will be released.



Executed as sealed instrument as of the 14th day of October, 2016.

*Shane Milette*

Shane L. Milette

*Rogelio Arroyo Jr.*

Rogelio Arroyo Jr.

CITY OF SPRINGFIELD

*Tina Quagliato*

Tina Quagliato, Director Office of  
Disaster Recovery and Compliance

APPROVED:

*Domenic J. Sarno*

Domenic J. Sarno, Mayor

*WV*

Approved as to Appropriation:  
26401821-530105-64014 853,474.20

*James D. P...* 10/26/16

Office of Comptroller

*...*

Chief Administrative &  
Financial Officer

Approved as to Form:

*...*

Law Department