



Contract # 20220467

**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.

*KB  
1/13/22*

DEPARTMENT	DATE RECEIVED		DATE FORWARDED TO NEXT DEPT.	
	Initials	Date	Initials	Date
Community Development			<i>MB</i>	<i>1/12/22</i>
City Comptroller	<i>PSB</i>	<i>1-13-22</i>	<i>PSB</i>	<i>1-14-22</i>
Law	<i>PF</i>	<i>1-18</i>	<i>PF</i>	<i>1-18</i>
CAFO	<i>tmm</i>	<i>1-20-22</i>	<i>tmm</i>	<i>1-25-22</i>
Mayor	<i>MS</i>	<i>1-25-22</i>	<i>MS</i>	<i>1-25-22</i>
City Comptroller				
Community Development				

Vendor No.: 22547 Contract No.: # *20220467* Contract Date: 12/16/2021  
 Contract Amt.: \$114,292.75 Issue Date: 01/12/2022 Renewal Date:  
 Appropriation Code1: 26451815-530105-64516 *\$99,497.75*  
 Appropriation Code2: 26881801-530105-68800 *\$14,795.00*  
 Appropriation Code3:  
 Appropriation Code4:  
 Description of Funding Source: CDBG-NDR  
 Bid No.: Requisition No.: 22009547 PO No.:  
 Vendor Name: Janette Padro  
 Contract Type: Healthy Homes  
 Contract Purpose: Rehab of 38 Jefferson Avenue  
 Originating Dept.: Office of Disaster Recovery and Compliance  
 Expiration Date: 12/16/2026 Amendment Date: Extension Date:  
 TYPE OF DOCUMENT (Please select at least one):  
 New  Renewal  Amendment  Extension *UB*

**CITY OF SPRINGFIELD  
HEALTHY HOMES PROGRAM**

**REHABILITATION LOAN AGREEMENT  
FOR OWNER-OCCUPANTS**

**Whereas**, the City of Springfield (“City”) is providing financial assistance to Janette Padro (“Borrower”) from the Healthy Homes Program in the amount of \$114,292.75 to fund rehabilitation of the home located at 38 Jefferson Avenue, Springfield, MA 01107, according to the terms of the agreed-upon Specs by Location/Trade, dated 11/6/2020, attached hereto as Exhibit B and in compliance with Massachusetts and City of Springfield building and health codes. The Healthy Homes program is funded by the federal Community Development Block Grant - National Disaster Resilience (CDBG-NDR) program.

**Now, therefore**, the parties agree as follows:

**1. Terms of the Loan**

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

**2. Owner Occupancy**

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

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

**3. Rental Units**

If the property has multiple units, the Borrower must live in one unit and 51% of all units must be occupied by households with income at or below 80% area median income (AMI) for the five-year loan period. The AMI amount changes from year to year; the required income limits can be obtained from the Springfield Office of Housing/Office of Disaster Recovery.

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

If a unit impacted by this agreement is vacant at the time this Agreement is executed, prior to a new tenant occupying the unit, the Borrower must submit sufficient qualifying income documentation to the Office of Housing and/or Disaster Recovery for review and approval. If a unit impacted under this agreement becomes vacant for 5 years following the agreement, it is the responsibility of the Borrower to notify the City of Springfield within fifteen (15) days.

#### **4. Income Eligibility**

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

#### **5. Schedule**

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

#### **6. Default and Termination**

The City may suspend or terminate this Agreement if the Borrower and/or the Borrower's Contractor materially fails to comply with the terms of this Agreement, including, but not limited to, the following:

- a) Failure to comply with any of the rules, regulations, or provisions referred to herein, or such statutes, regulations executive orders and HUD guidelines, policies or directives as may become available at any time.
- b) Failure of the Homeowner to comply with the recommendations and/or guidelines issued in relation to this project by the Massachusetts Historical Commission or the Springfield Historic Commission.
- c) Failure of the Homeowner to fulfill in a timely and proper manner its obligations under this agreement.
- d) Ineffective or improper use of funds provided under this Agreement.
- e) The City shall have the immediate right to suspend or terminate this Agreement, in whole or in part, by giving written notice to the Homeowner at the Property, which the parties agree is as stated in this agreement. . Such notice of suspension or termination shall be forwarded to the Borrower and shall specify the cause, period of suspension or effective date of termination that in no case shall be sooner than the date of receipt of said notice. Any notice to the City shall be sent to: Tina Quagliato Sullivan, 1600 East Columbus Avenue, Springfield, MA 01103, with a copy to, City Solicitor, 36 Court Street, Rm. 210, Springfield, MA 01103.
- f) In accordance with 2 CFR 200, this Agreement may also be terminated for convenience by either the City or the Homeowner, in whole or in part, by setting forth the reasons for such termination, provided the effective date is at least thirty

(30) days before the effective date of such termination, and in the case of a partial termination, the portion to be terminated. However, if in the case of a partial termination, the City determines the award will not accomplish the purpose for which the award was made, the City may terminate the award in its entirety and require repayment of funds.

#### **7. Breach and Repayment**

In the event the Beneficiary fails to fulfill any condition contained in this Agreement or causes a breach of any condition contained in the Agreement the City may, at its option, require immediate payment in full of all sums disbursed to the Borrower. The City will give notice to the Borrower prior to taking any action. The notice shall specify

- a) the default;
- b) the action required to cure the default;
- c) a date, not less than 30 days from the date the notice is given to the Borrower, by which the default must be cured; and
- d) that failure to cure the default on or before the date specified in the notice may result repayment of the sums awarded under this Agreement.

If the default is not cured on or before the date specified in the notice, the City, at its option, may require immediate repayment in full of all sums secured by this Agreement by judicial proceeding. The City shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

#### **8. National Objective**

In accordance with the statutes and regulations set forth by the U.S. Department of Housing and Urban Development (HUD), activities funded through the Community Development Block Grant – National Disaster Resilience (CDBG- NDR) Program must be used to meet one of three national objectives named by HUD. Those three objectives are: (1) benefiting low or moderate-income persons; (2) preventing or eliminating slums or blight; and (3) meeting an urgent need.

The Borrower agrees that the project will comply with the regulations for one of these national objectives.

#### **9. Duplication of Benefits**

Beneficiary agrees to disclose any payments of disaster related assistance received in relation to any federally qualifying natural disaster. Beneficiary agrees to execute an affidavit certifying funds received (APPENDIX G). This will include any payments from FEMA, SBA, Private Insurance, etc. Homeowner will execute a Subrogation Agreement to ensure there are no Duplication of Benefits in accordance with the Robert T. Stafford Act and that any duplicative

#### **10. Property Access**

The beneficiary agrees to allow designated employee(s) and/or third party vendors of the City of Springfield access to the property throughout the term of this agreement to perform inspection(s) to ensure compliance with this agreement. The beneficiary agrees to allow designated employees of the U.S. Department of Housing and Urban Development (HUD) access to the property throughout the term of the agreement to conduct inspections as necessary.

#### **11. Insurance**

The Borrower and his/her Contractor shall carry sufficient insurance coverage in an amount the meets requirements in 2 CFR 200.310 and any additional requirements determined by the City of Springfield (City) to ensure adequate protection of all assets from loss due to theft, fraud, and/or undue personal injury or property or any other form of losses.

- a) The Borrower shall be required to provide a homeowners or property insurance policy for the property to the City prior to execution of the agreement. Policy shall include fire and extended coverage. Beneficiary shall also provide proof of Contractor's insurance policy to the City.
- b) The Contractor insurance policy shall include Comprehensive General Liability insurance shall be obtained (Limits: \$1,000,000/\$2,000,000 (per occurrence/annual aggregate)). Where applicable Comprehensive Automobile Liability coverage shall be obtained, including all owned Automobiles; Non-Owned Automobiles; Hired Car Coverage (limits: \$500,000/\$1,000,000 (per occurrence/annual aggregate)).
- c) On all applicable policies, the City of Springfield shall be listed as Additional Insured. Insurance shall not terminate, lapse or otherwise expire during the duration of this agreement. Borrower and/or Contractor shall provide thirty (30) days written notice of any policy change.
- d) In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 USC 4001), the Borrower shall assure that for activities located in an area identified by FEMA as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained in perpetuity as a condition of financial assistance for acquisition or construction purposes (including rehabilitation). The City shall notify Borrower if property is located in a FEMA identified flood hazard area.

#### **12. Assignability**

Beneficiary shall not assign or transfer any interest in this Agreement without the prior written consent of the City thereto; provided, however, that claims for money due or to become due to the Beneficiary from the City under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the City.

#### **13. Venue and Exclusive Forum**

The parties hereto expressly agree that the sole and exclusive place, status and forum of this Agreement shall be the City of Springfield, Hampden County, Massachusetts. It is the express intention of the parties to this Agreement that the exclusive venue of all legal actions and procedures of any nature whatsoever which relate in any way to this Agreement shall be solely and exclusively brought, heard, conducted, prosecuted, tried and determined within the City of Springfield, Hampden County, Massachusetts, in either the Superior Court Department of the Trial Court of the Commonwealth of Massachusetts sitting in the Hampden County Hall of Justice, Springfield, Massachusetts or the United States District Court sitting in Springfield, Massachusetts.

#### **14. Payment**

The City shall pay to the Beneficiary funds available under this Agreement based upon cost information submitted by the Beneficiary and/or Beneficiary's Contractor and consistent with Appendix B.

Beneficiary acknowledges all procurement related to project activities must adhere to requirements outlined in Sections 2 CFR 200.318 – 320, and in acceptable compliance standards as detailed in applicable local and state codes or statutes. Payments shall only be made for eligible expenses as identified in Appendix B. Eligible expenses are those considered reasonable and necessary costs, in accordance with the approved budget in Appendix B and are necessary to complete the project as determined by the City.

Payments shall be made only for work that is completed. Advance payments shall not be made, unless agreed to otherwise in writing by the City.

Beneficiary and their contractor will be responsible for submitting invoices in the form and format prescribed by the City. Beneficiary and their contractor assume responsibility for timely submittal and approval of payment for services per this approved scope. All supporting documentation shall include the full address of the project property.

The City will disburse funding in the form of progress payments in accordance with applicable local, state and federal regulations. The City will inspect and monitor the project in accordance with all local, state and federal regulations. Payments issued under this agreement to the Beneficiary may only be utilized for payment of items related to the contract.

The Beneficiary shall refund to the City any payment or portions of payments which the City determines were not properly due to the Beneficiary under the terms of this Agreement including any post audit findings that may occur.

Payments may be withheld on account of:

- a) Defective work not remedied;
- b) Work that does not comply with the agreed upon scope of work and/or pre-approved quote;
- c) Work completed by a contractor other than the pre-approved contractor;

- d) Work that does not comply with the Certificate of Appropriateness and/or Certificate of Non-Applicability issued by the Springfield Historic Commission;
- e) Work that does not comply with recommendation of the Commonwealth of Massachusetts Historical Commission (SHPO);
- f) Failure of the Beneficiary or Contractor to submit required invoices and/or supporting source documentation;
- g) Claims filed;
- h) Failure of the Contractor to make payments properly to Subcontractors or for labor, materials or equipment;
- i) Damage to the Beneficiary or another contractor; or Persistent failure to carry out the work in accordance with the Agreement documents;
- j) Violations of the Duplication of Benefits clause.

### **15. Environmental Review**

Prior to any choice limiting action, the CITY shall cause an environmental review to be performed and prepared to determine whether the project meets local, state and federal environmental regulations in accordance with 24 CFR Part 58. The review will determine whether the project meets local, state and federal environmental standards. The parties agree that the provision of any funds to the project is conditioned on the City of Springfield determination to proceed with, modify or cancel the project based on results of a subsequent environmental review.

The completed environmental review and resulting mitigation actions, if any, are to be incorporated into the agreements to complete the project, as applicable.

### **16. Clean Air and Water**

Beneficiary shall require Contractor to comply with the following requirements insofar as they apply to the performance of this Agreement: Clean Air Act of 1970 (42 U.S.C. 1857 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq. as amended, 1318 relating to inspection, monitoring, entry, reports and information, as well as other requirements specified in said Section 114 and Section 308 and all regulations and guidelines issued thereunder), and Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.

### **17. Lead-Based Paint**

Any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 507.608 and 24 CFR Part 35. Such regulations pertain to all HUD-assisted housing and require that owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint.

City shall provide Beneficiary with any applicable notices. Beneficiary shall provide any notices and abatement measures identified with the Contractor.

**18. Historic Preservation**

Beneficiary shall comply with the Historic Preservation requirements set forth in the National Preservation Act of 1966, as amended (16 U.S.C. 470), P.L.89-665, the Archaeological and Historic Preservation Act of 1974, P.L. 93-291, Executive Order 11593 and the procedures set forth in 36 CFR, Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this Agreement, thereby eliminating or minimizing any adverse effect on any district, site, building, structure or object listed on or nominated for, listing on the National Register of Historic Places, maintained by the National Park Service.

**19. Enforcement**

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

This contract is signed as of the 16th day of December, 2021.

Janette Padro  
Janette Padro  
Property Owner

26451915-53065-64516 \$ 99,497.75  
26581801-53065-68800 \$ 14,795.00

Approved as to Appropriation:

James D. Pina 1-14-22  
Office of Comptroller  
CITY OF SPRINGFIELD

[Signature]  
Office of Disaster Recovery  
CITY OF SPRINGFIELD

Approved as to Form:

Pete Foster  
Law Department  
CITY OF SPRINGFIELD

APPROVED:

[Signature]  
Chief Administrative and Financial Officer  
CITY OF SPRINGFIELD

[Signature]  
Domenic J. Sarno, Mayor  
CITY OF SPRINGFIELD



**CITY OF SPRINGFIELD**  
**HEALTHY HOMES PROGRAM**

**REHABILITATION LOAN AGREEMENT**

**List of Exhibits**

Healthy Homes Rehabilitation Program Agreement

Exhibit A- Project Budget

Exhibit B- Itemized Repair Specs by Location/Trade

Exhibit C- Mortgage

Exhibit D- Promissory Note

Exhibit E- Section 3 Clause

Exhibit F- Tax Certification for Contracts

Exhibit G- Insurance Binder

Exhibit H- Subrogation Agreement

## Exhibit A

### Healthy Homes Rehab Project Budget

Homeowner/Borrower: Janette Padro

Project Address: 38 Jefferson Street

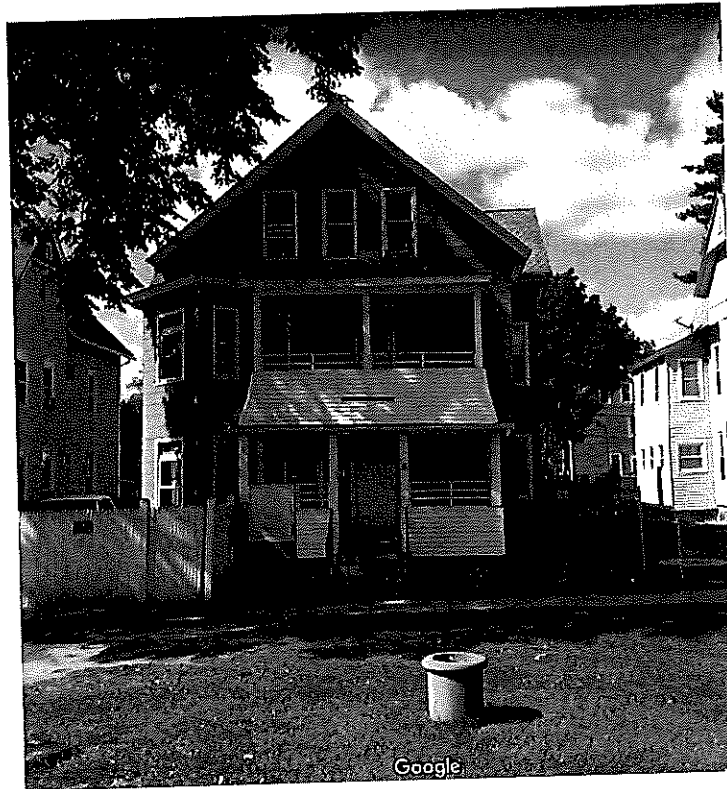
<b>Project Budget</b>	<b>Amount</b>
Repair/Rehab	\$ 79,260.00
Lead Abatement	\$ 12,500.00
Lead Services	\$ 2,000.00
Relocation	\$ 2,295.00
Legal Fees	\$ 730.00
NAI Plotkin	\$ 2,600.00
Sub-Total	\$99,385.00
Contingency (15%)	\$14,907.75
<b>Total</b>	<b>\$ 114,292.75</b>

# Healthy Home's Property Inspection Report

For



**The City of Springfield, MA**



**38 Jefferson Ave**  
Springfield, MA

Conducted on November 6, 2020

November 13, 2020

Sean Pham  
Senior Project Manager  
City of Springfield  
Office of Disaster Recovery and Compliance  
1600 East Columbus Avenue, 2<sup>nd</sup> Floor  
Springfield, MA 01103

RE: Property Inspection Report: **38 Jefferson Ave, Springfield, MA**

Dear Sean:

NAI Plotkin has completed a Healthy Home's Property Inspection of the above referenced property. The report and probable cost estimates were conducted in accordance with generally accepted industry standards.

NAI Plotkin certifies that to the best of its knowledge this report is true and accurate. We hope you find the report complete and informative. Please do not hesitate to contact us if you have any questions or if we can be of further service to you.

Sincerely,

Daniel Dodge MLCS  
*Managing Director of Development*  
NAI Plotkin  
1350 Main St Suite 1410  
Springfield, MA 01103  
Phone: [REDACTED]  
Email: [REDACTED]

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## Executive Summary

### Inspection Purpose

NAI Plotkin was retained to conduct a Healthy Home's Property Inspection of the subject property. The purpose of the assessment was to provide an objective, independent, professional opinion of the potential repairs required and the associated costs for each of the items identified at the subject property.

### Scope of Work

The specific scope of work included the following:

**Document Review** - NAI Plotkin reviewed the following documents for information: City of Springfield, Property Card 38 Jefferson Ave, Springfield MA.

**Walk-Through Survey** - The report is based on observations made during the property "walk-through." Observations were limited to property improvements including exterior surfaces and open spaces, accessible areas of the roof, units, vacant and common areas and mechanical components. No inspection or investigation behind walls, inside plenums or in any other generally inaccessible areas was performed. The investigation of the building facade was performed from street and/or balcony level. Renting of and riding on scaffolding equipment was not part of the scope of NAI Plotkin's services. No physical tests were made nor were any samples for engineering analysis collected. As such, NAI Plotkin makes no warranties regarding EIFS systems, curtain walls or other building skin / structural conditions that would not be readily observable and would, therefore, be considered outside the scope of this assignment.

**Property/Site Features** – Observations, where applicable, were conducted at the property of the following items: general topography, storm water drainage, ingress and egress, paving, curbing and parking, flatwork, and appurtenances, and ancillary structures.

**Building Frame and Envelope** – Observations, where applicable, were conducted at the property as to the type, condition and adequacy of the following items: substructure, superstructure, porches, facade, siding, trim, windows, doors and roofing.

**Interior Elements** – Observations, where applicable, were conducted at the property as to the type, condition and adequacy for structural and mechanical components.

**Plumbing, Mechanical and Electrical** – Observations, where applicable, were conducted at the property as to the type, condition and adequacy of the following items: plumbing, heating, fire protection, electrical, and ventilation and air conditioning,

**Costs to Remedy Physical Deficiencies** – Estimated costs are identified for bid comparison purposes only and do not represent actual costs to remedy.

**Photographs:** Photographs representative of NAI Plotkin's observations are included in the report.

## Limitations

NAI Plotkin has performed the services and prepared this report in accordance with generally accepted industry standards, and makes no other warranties, either expressed or implied, as to the character and nature of such services or product.

## Inspection Details

Inspection Date: Friday November 6, 2020  
Time of Arrival: 9:00 am EST  
Greeted by: Janette Padro  
Provided Full Access: Yes  
Inspections by: Daniel Dodge  
Inspection Duration: 2.5 Hours  
Inspection Process: Visual with extremely minor exploratory demolition/disassemble  
Weather: 66 Degrees / Sunny / Partly Cloudy

## Property Summary

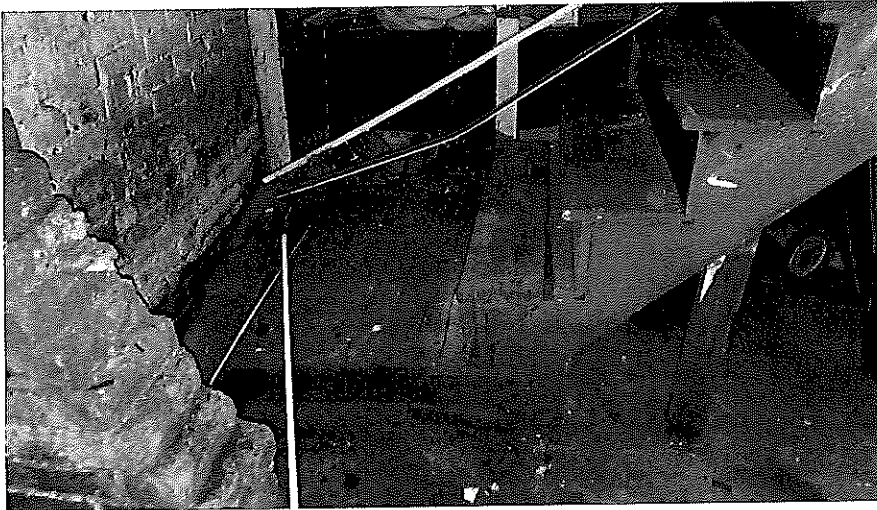
Property Address: 38 Jefferson Ave  
City/State/Zip: Springfield, Massachusetts 01105  
Property Usage: Multi Family  
Number of Buildings: 1 house / 3 Units with 1 garage  
Roof Structure: Asphalt main structure - Asphalt Shingles  
Property Description: 38 Jefferson Ave, built in 1901, this property features three units consisting of 1<sup>st</sup> floor Unit One / 3 bedrooms, 2<sup>nd</sup> floor Unit Two / 3 bedrooms and 3<sup>rd</sup> floor Unit Three / One Bedroom on 6,125 sq. ft. lot, and approximately 4,916 sq. ft. of living space within three floors



## Identified Items

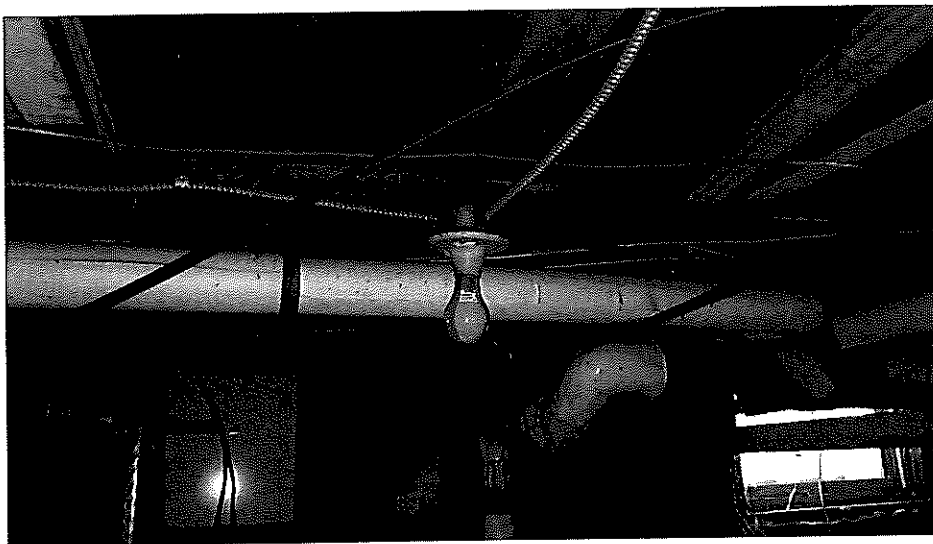
### Basement – Stairway

- Stairway into the basement needs work on the lower treads as well as to have the railings secured



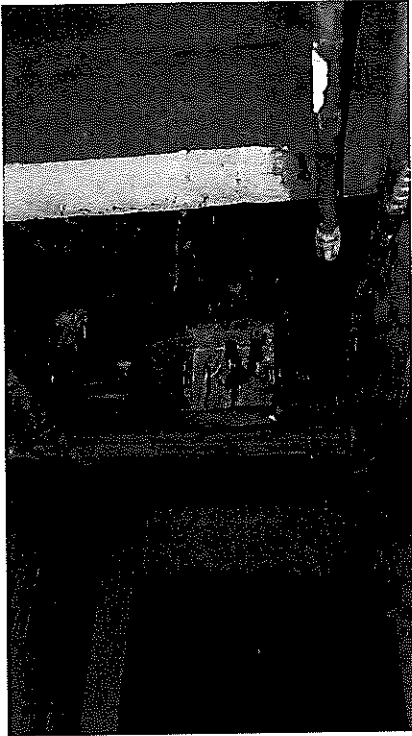
### Basement– Light

- Light at bottom of the stairway is not working.
- Change out light bulb and replace fixture if fixture needs replacing



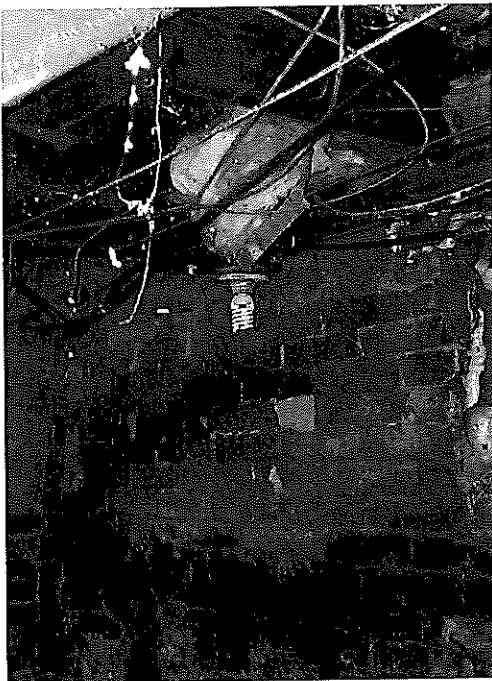
### **Basement – Junction Box**

- Junction Box at the bottom of the stairs is missing its cover.
- Secure wires and install JB Cover Plate



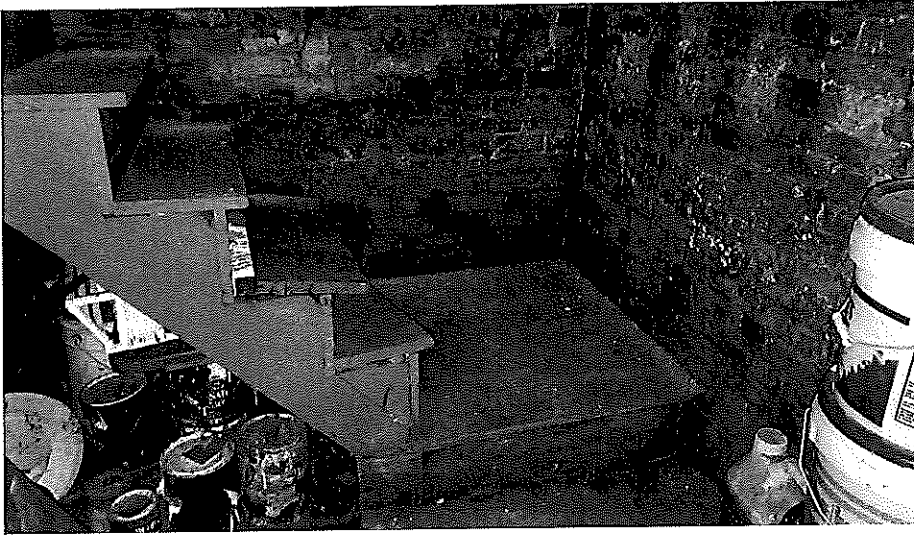
### **Basement – Light Under Stairs**

- Light under second basement stairway is not working
- Change out light bulb and replace fixture if fixture needs replacing



### **Basement – Basement Stairs #2**

- Second set of basement stairs leading from the exterior has failing treads, stringer and landing
- Disassemble the stairway and properly construct new with handrail on the outer wall.



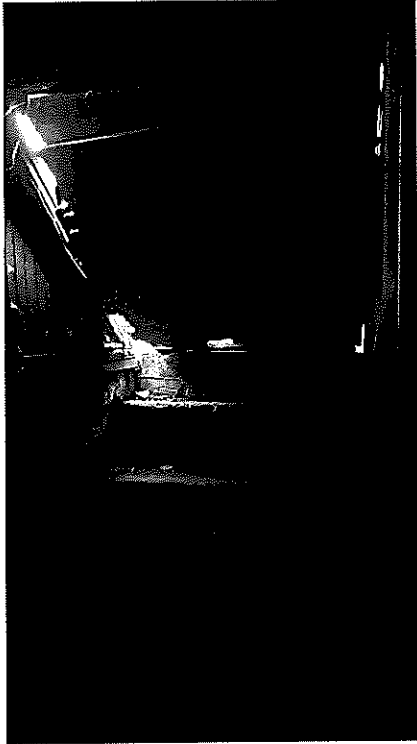
### **Basement – Sewer Cleanout**

- Re-seat and seal sewer clean out cover



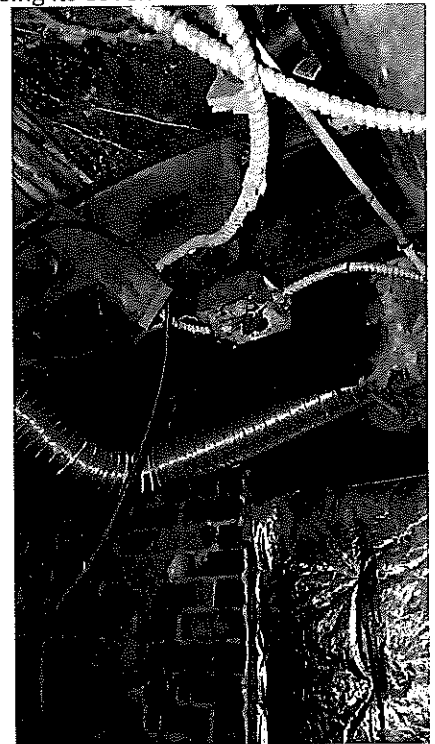
### **Basement – Bulkhead**

- Demolish entire existing wood framed bulkhead support, reframe new out of pressure treated materials, galvanized anchors. Install a new Bilco Bulkhead double door with interior slide lock mechanism per manufacturers recommendations



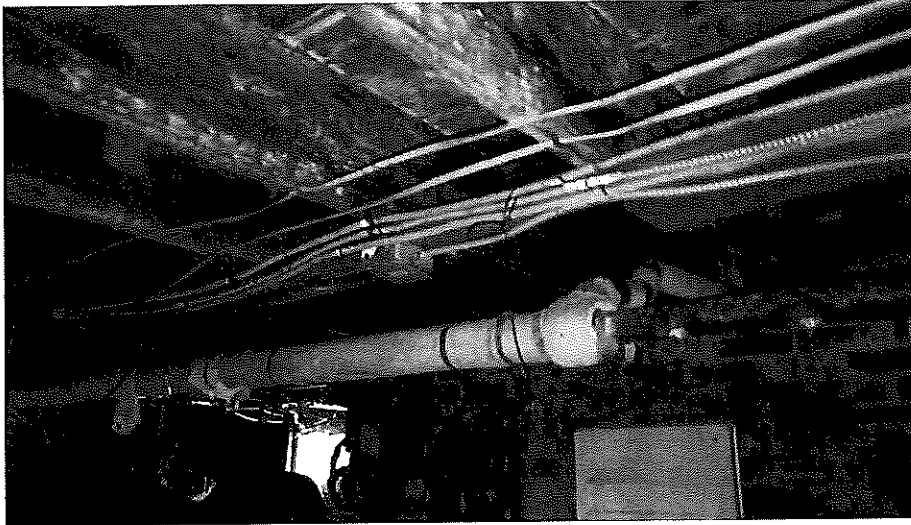
### **Basement – Junction Box**

- Another Junction Box, in the location of the interior bulkhead door is missing its cover.
- Secure wires and install JB Cover Plate



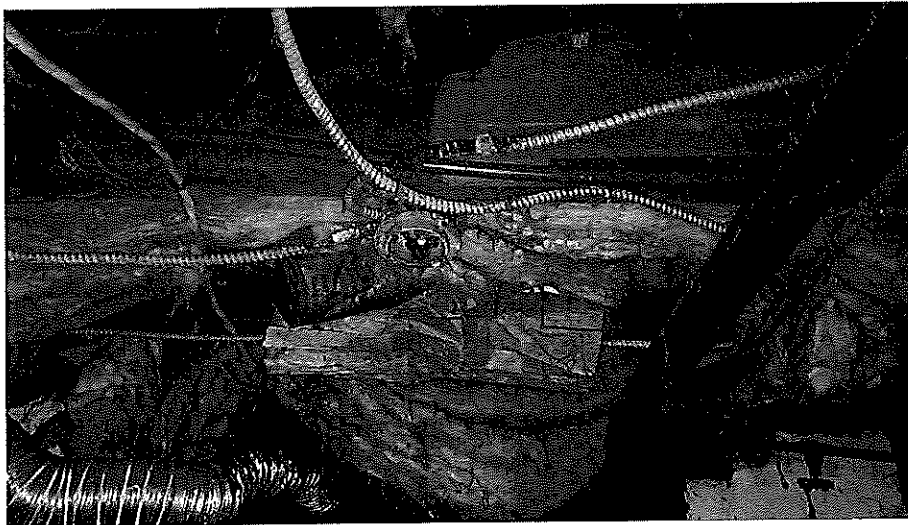
### **Basement – Asbestos Pipe Wrap**

- Potential ACM Asbestos Pipe Wrap throughout the basement
- Properly wet bag removal of this wrap and dispose of properly delivering to the City of Springfield ALL applicable Bills of Laden and Transfer Tickets
- Reinsulate ALL heating pipes with appropriate size pipe insulation, taping all seams.



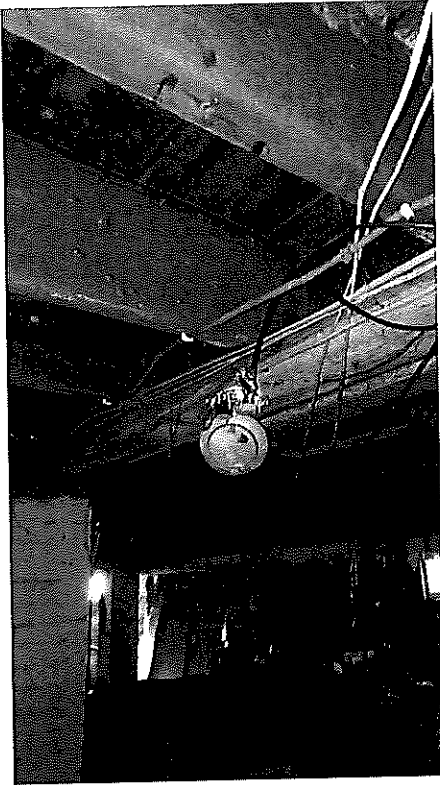
### **Basement – Junction Box**

- Round Junction Box missing its cover
- Secure wires and install JB Cover Plate



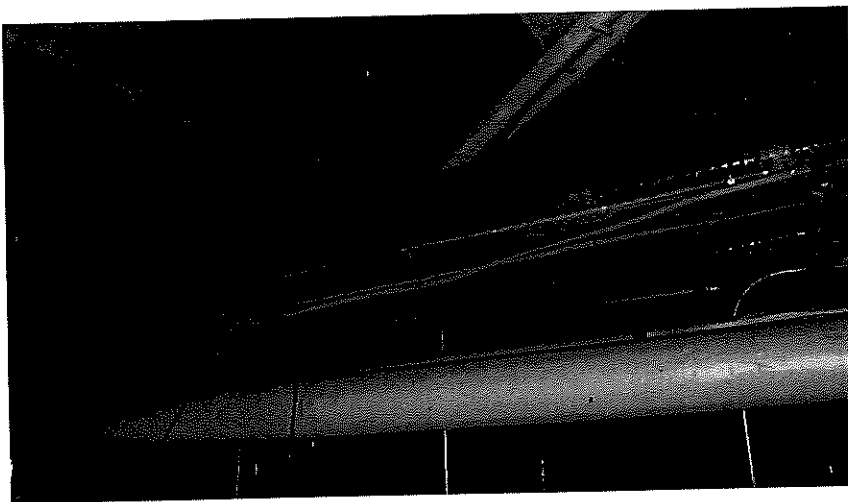
### **Basement – Smoke Detector**

- Damaged Smoke Detector / middle of room
- Remove and replace with new Smoke / Carbon detector
- Add one additional at the front of the structure and one at the rear nearest the two basement stairways



### **Basement – Cold Water Pipes**

- Cold Water Pipes throughout the basement are missing pipe insulation and are sweating excessively
- Measure and install the applicable pipe insulation based on the supply line diameter, tape all seams



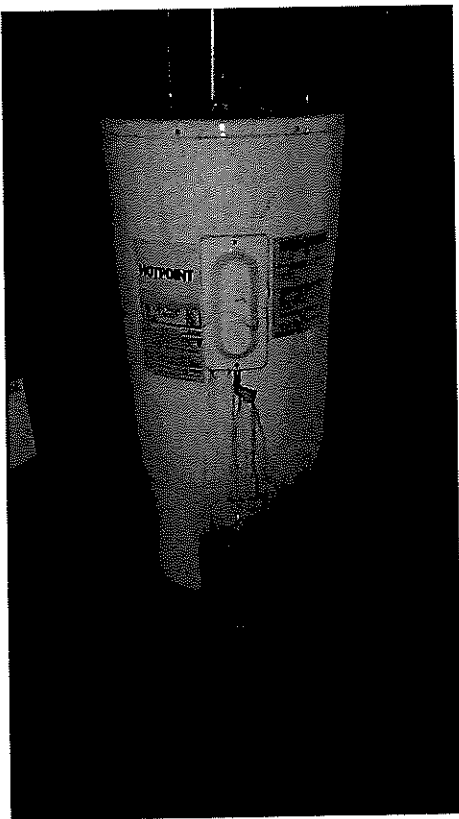
### **Basement – Hot Water Heater**

- o Existing / Newer Hot Water has a faulty pressure release valve and is actively discharging water onto the floor
- o Remove and replace existing 40 Gallon Hot Water Heater with new.



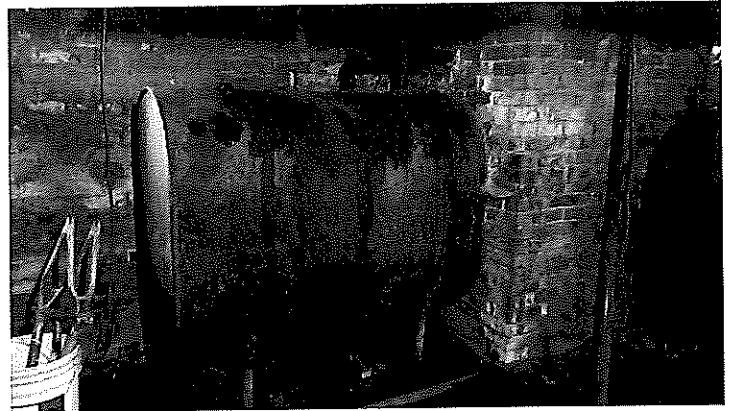
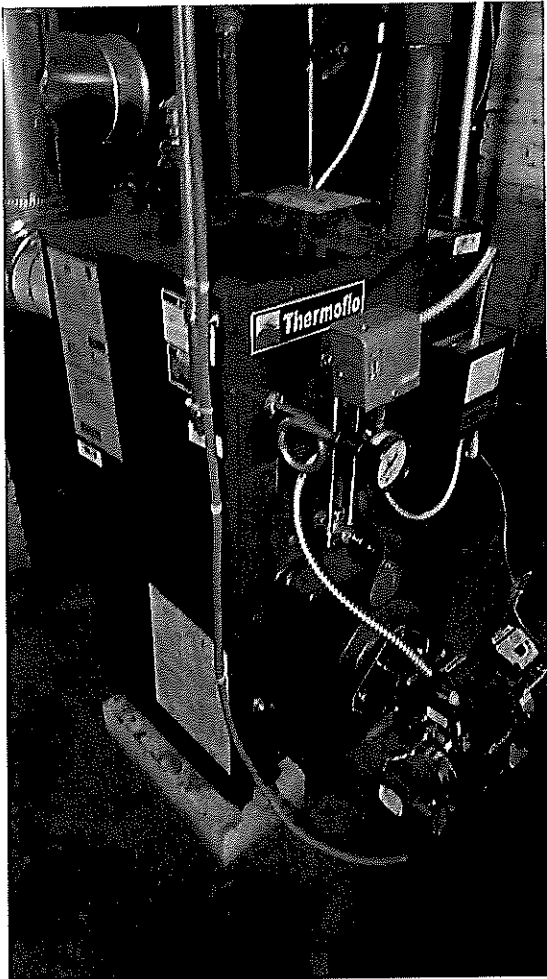
### **Basement – Hot Water Heater**

- o Smaller capacity existing Hot Water Heater pan shows signs of severe rust and should be replaced
- o Remove and replace existing Hot Water Heater with new 30 Gallon (?)



## Basement – Furnaces (2)

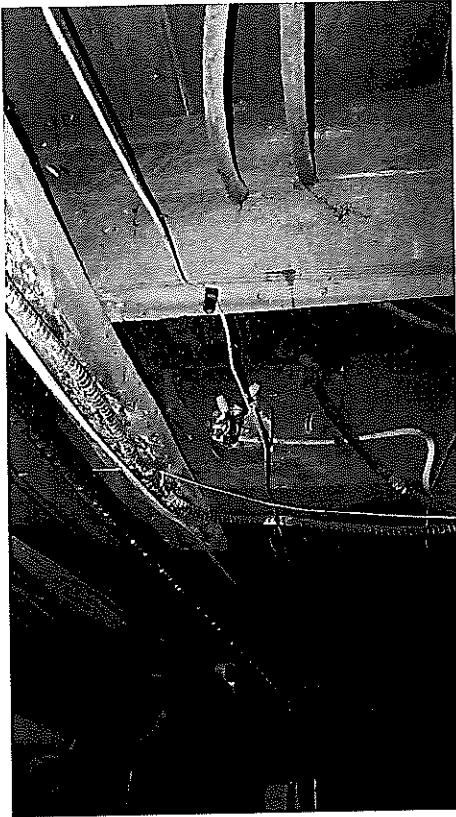
- Existing oil-fired furnaces and oil tanks are missing service tags and the owner said due to the water issue in the basement, the previous contractor would not service.
- Service both furnaces, make any necessary adjustments to the controls
- Inspect both oil tanks for leaks





### **Basement – Junction Box**

- Square Junction Box over by the two fuel oil tanks is missing its cover.
- Secure wires and install JB Cover Plate



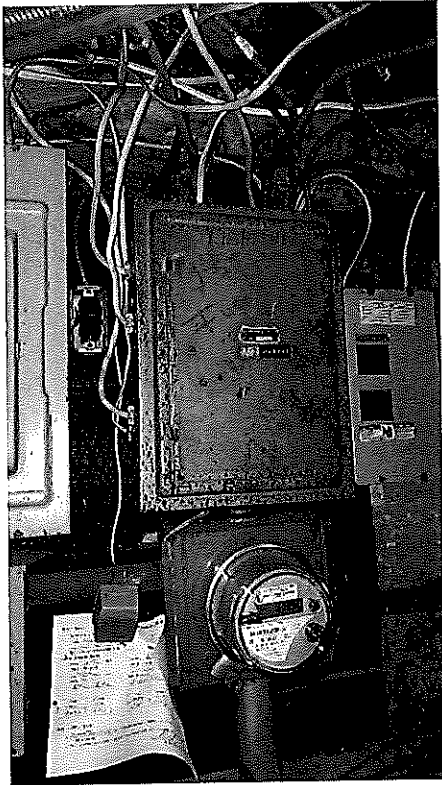
### **Basement - Window**

- Basement window over by the fuel oil tank fill/vent pipes is damaged and not functional
- Remove existing window and frame, close up the opening with a brick assembly thickness to match that of the existing foundation wall while sealing all new through brick penetrations with hydraulic cement and fire caulking. Color of brick and mortar to match that of the existing as closely as possible



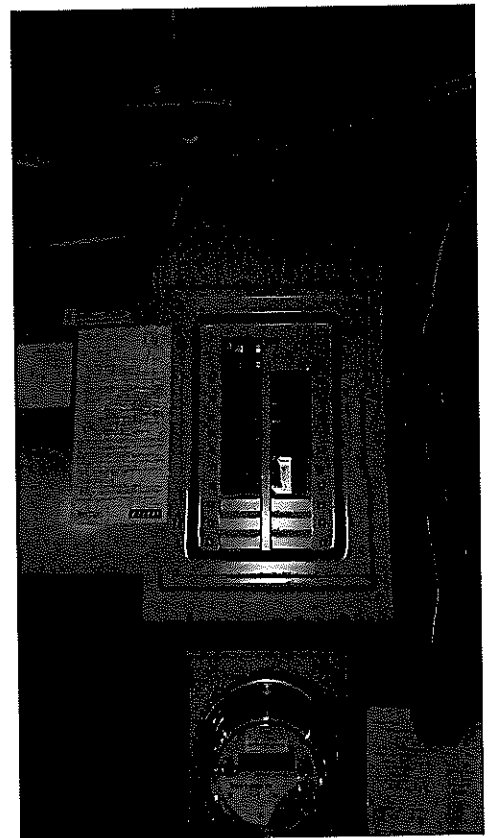
### Basement – 200-amp panel

- Existing 200-amp electric panel is rusted and should be replaced
- Remove existing 200-amp panel, replace with new, landing all circuits properly and labeling the new panel accordingly per circuit.



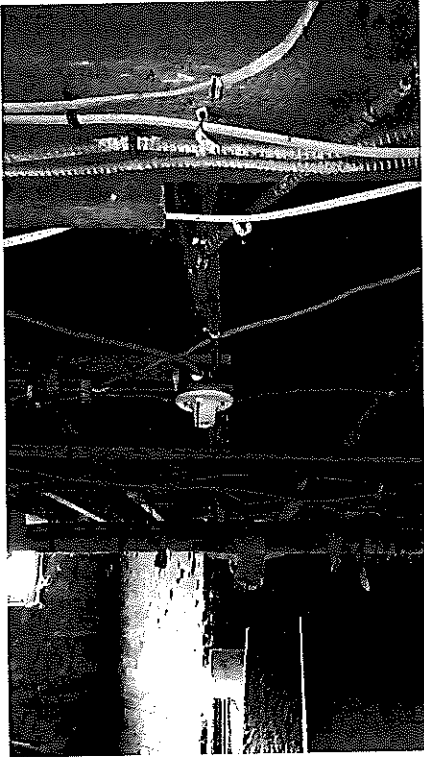
### Basement – 200-amp panel

- Open Circuit Breaker Openings
- Close the open circuit breaker openings and label circuits



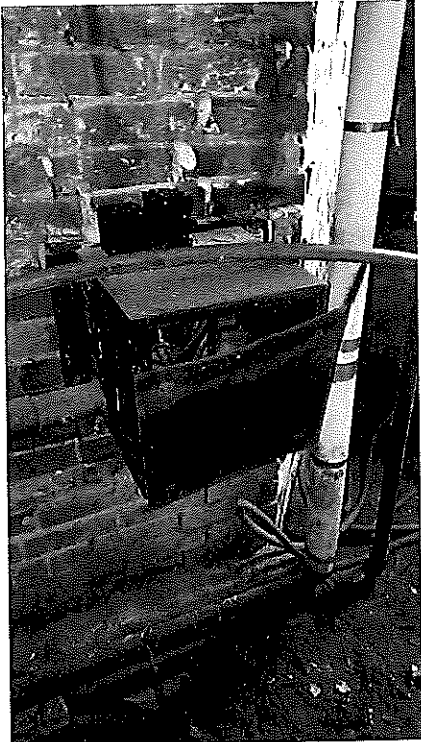
### **Basement – Light Fixture**

- Light Fixture in front of circuit breakers is not working.
- Change out light bulb and replace fixture if fixture needs replacing



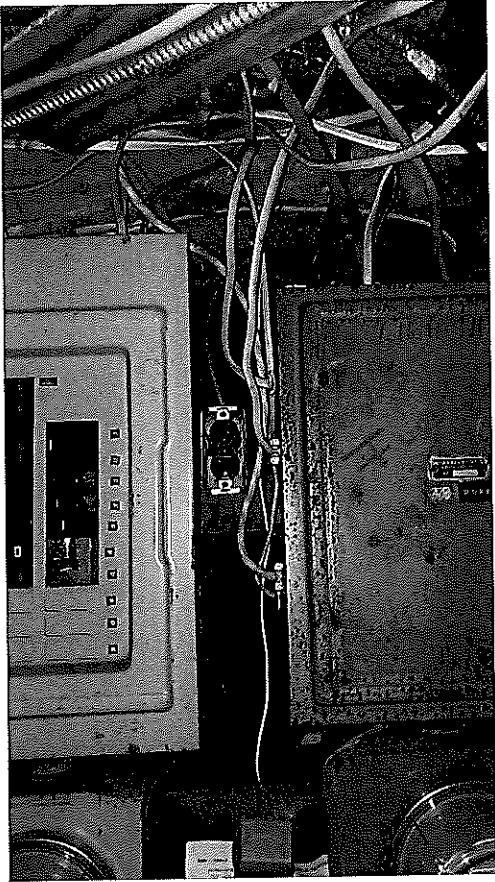
### **Basement – Main Electric Service**

- Cover Plate to main electric panel is not properly secured
- Properly secure the cover plate after inspecting the main feed wires to make sure everything is safe.



### **Basement – Duplex Outlet**

- Duplex outlet between the circuit panels is missing a cover plate and is not a GFI
- Replace outlet with a new duplex GFI / Arc Fault Protection outlet and install cover plate

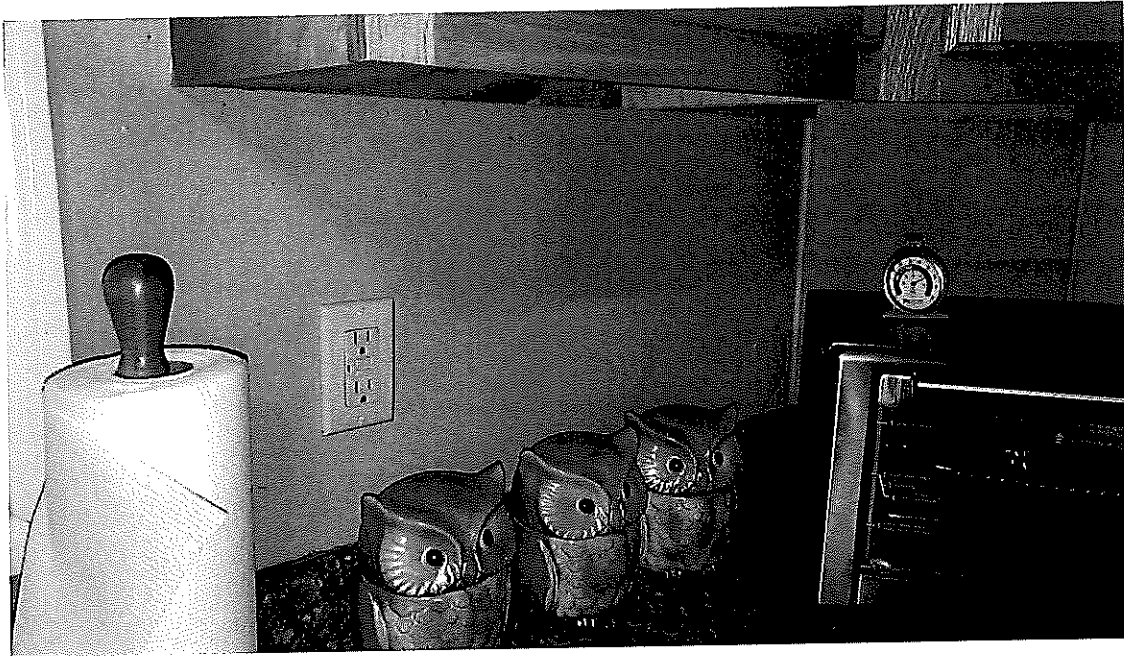


### **First Floor – Lead Abatement**

- A complete Lead Based Survey has been conducted by Emerald Lead Testing, Inc within the First, Second and Third Floor and it has been deterred to contain levels of lead paint that requires abatement.
- Following the Lead Safe Abatement processes, all lead containing product identified within the report for this unit shall be property abated.

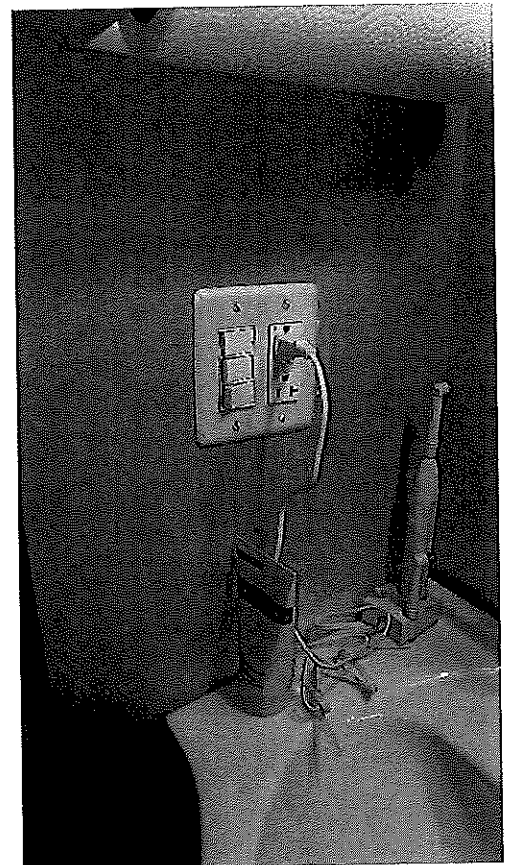
### First Floor – Kitchen GFI

- Right GFI outlet is not working properly as indicator light is not working
- Replace existing GFI outlet with new GFI / Arc Fault Protection outlet



### First Floor – Bathroom Outlet

- Existing duplex outlet / switch is not working
- Replace duplex outlet and three switches
  - GFI / Arc Fault Protection Outlet



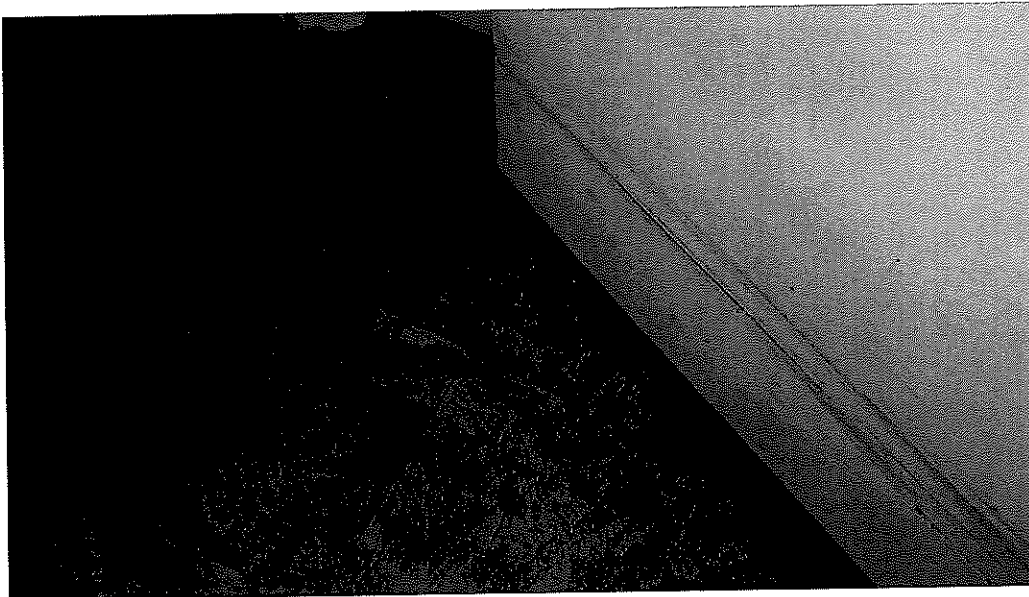
### **First Floor – Bathroom Heat**

- Bathroom heating unit is missing
- Install new in wall bathroom heating unit / dial temperature control utilizing existing in-wall wiring



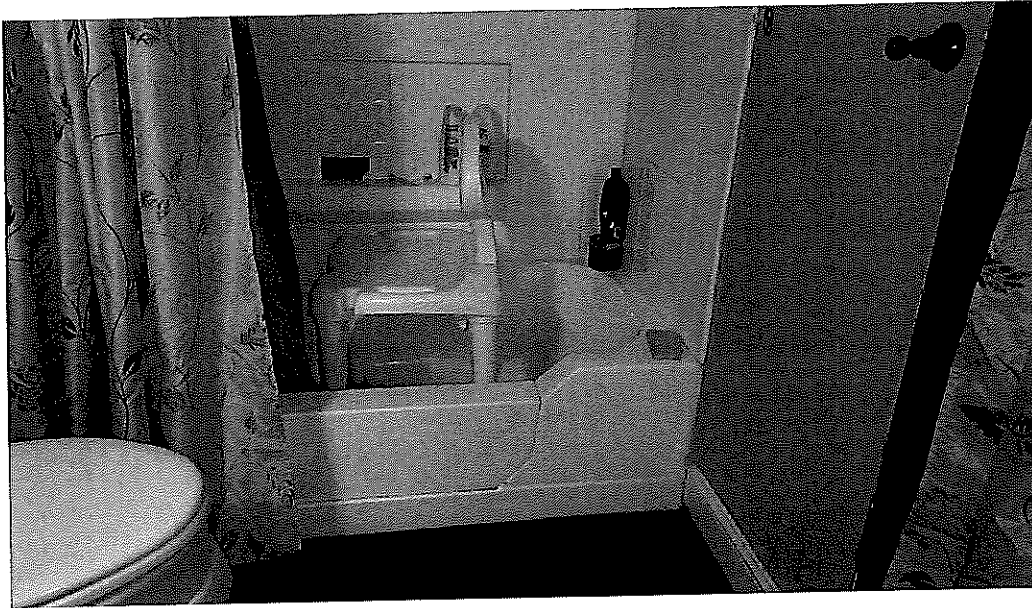
### **First Floor - Bathroom Flooring**

- Remove existing flooring, inspect and repair any damaged framing, install new ¾" sheathing and ADA Acceptable Skid Resistant Flooring



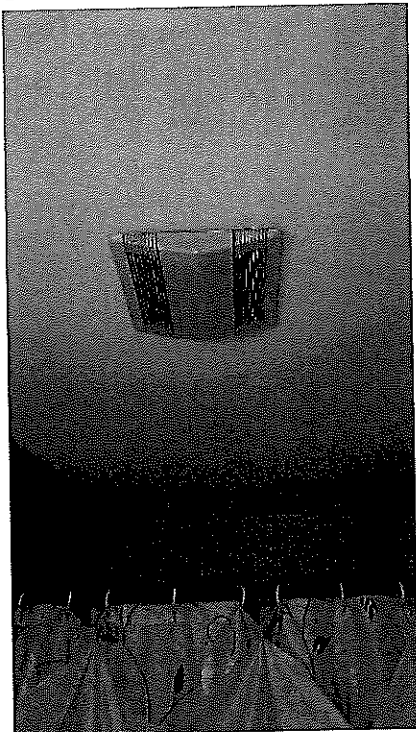
### First Floor - Bathroom Tub & Surround

- Existing surround is not a proper barrier free device
- Remove existing tub, controls and surround
- Reinstall in its place a 60" X 36" x 78" Five Piece assembly by Ellabubbles or similar.
  - Drain and controls shall be left-handed so that new plumbing does not need to be installed



### First Floor – Bathroom Vent

- Existing Bathroom Vent isn't working efficiently enough
- Remove and replace exhibit switch operated bathroom vent with Vent/Light Combo unit.
- Before installation, cleanout ducted pipe to the outside making sure the exterior screen is unobstructed.



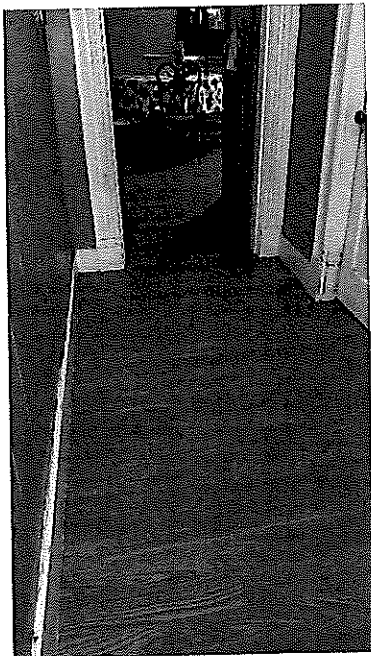
### **First Floor – Bathroom Toilet**

- Bathroom toilet is not secured to the floor properly
- Remove and replace existing toilet with a ADA Compliant / High Seat toilet making sure all wax seals and through floor anchors are installed properly.
- Add one back wall ADA Grab Bar

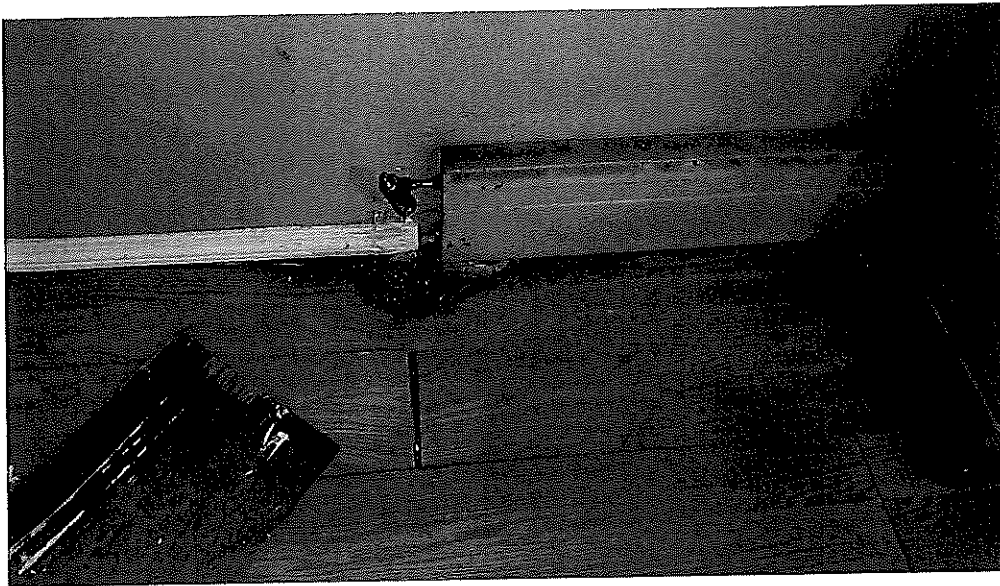


### **First Floor – Kitchen & Hall Flooring**

- Kitchen and Hallway Flooring is failing
- Remove existing kitchen and hallway flooring, patch framing in the area around the kitchen heating unit, install new ¼" ply sheathing, install new ADA Skid Resistant Flooring







### **First Floor – Hallway Thermostat**

- There is an old abandoned thermostat control in the first-floor hallway the owners says is no longer in use.
- After confirming this device is not operational, remove the device and all control wiring down through the basement.



### **First Floor – Left Bedroom Flooring**

- The flooring in the rear left bedroom is failing and needs to be replaced
- Remove all flooring, install ¼" sub-flooring throughout and install new LVT Strip Flooring.



### **First Floor – Left Bedroom Door**

- Existing bedroom door is coming off of its hinges
- Remove existing door and install new two over two raised panel door with hardware to match the other doors throughout the house. Painted white to match.



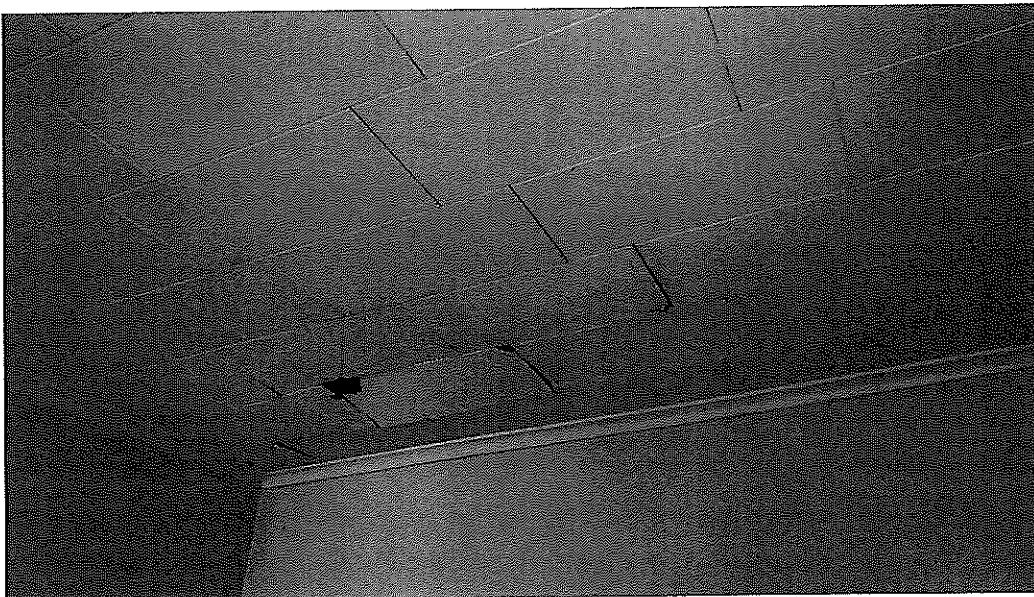
### **First Floor – Front Bedroom Flooring**

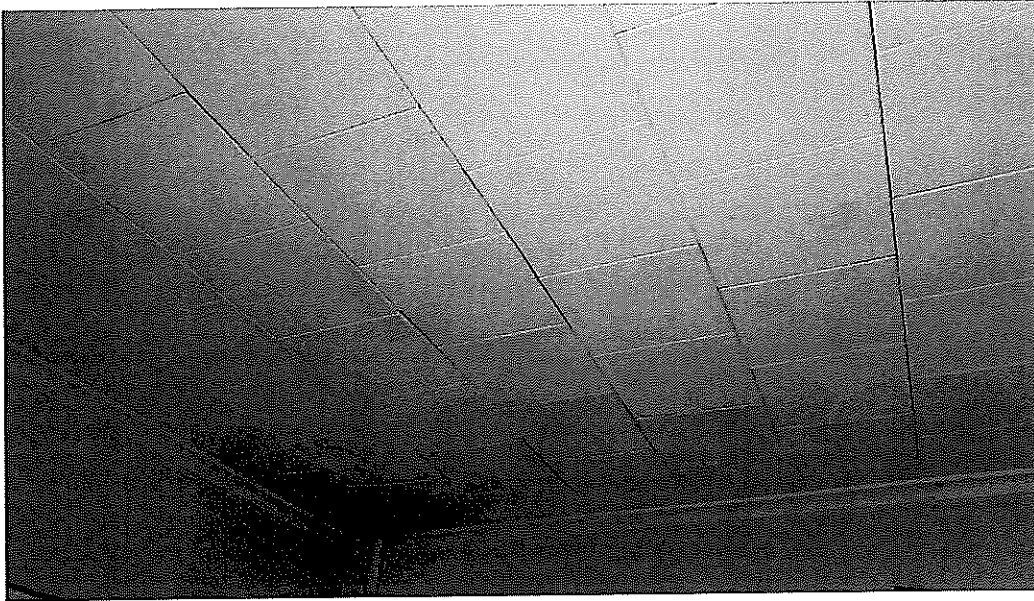
- The flooring and possible framing around the bedroom radiator is severely compromised
- Strip back all failed flooring, patch framing and sub-flooring and install new strip wood flooring to match existing as close as possible. Finish with two coats of urethane.



### **First Floor – Front Bedroom Ceiling**

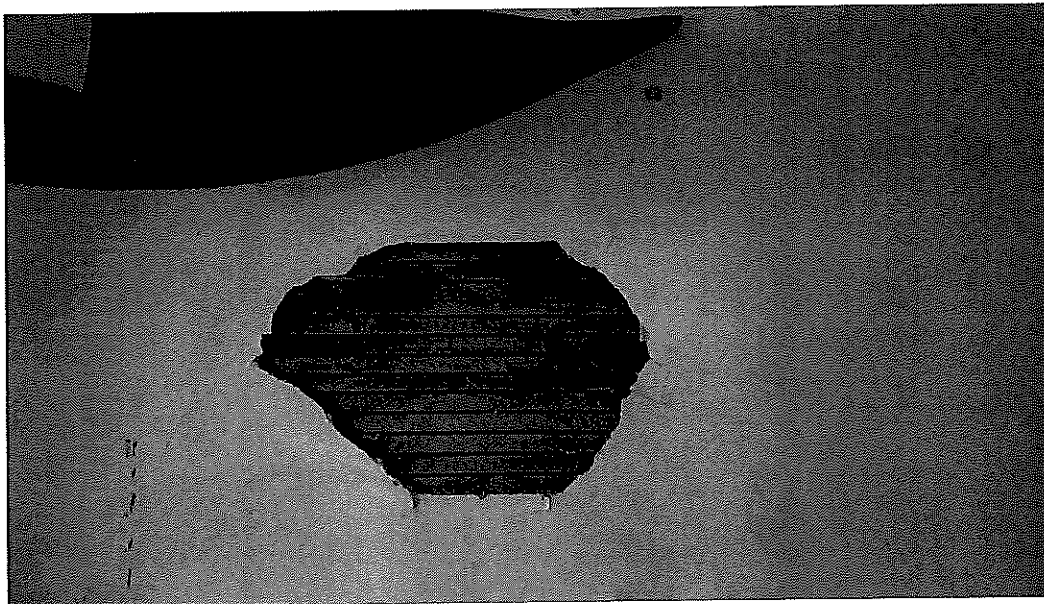
- Two areas of the front bedroom ceiling have been compromised
- Remove and replace damaged ceiling tiles of same dimension
- Paint entire ceiling





### **First Floor – Front Bedroom Wall Patch**

- Two areas of the bedroom wall surface have failed
- Chase out the failed sections of plaster on both walls, either void with GWB or plaster and finish walls smooth feathering new sections into existing to remain with the same wall finish. Paint entire wall surface color by owner.



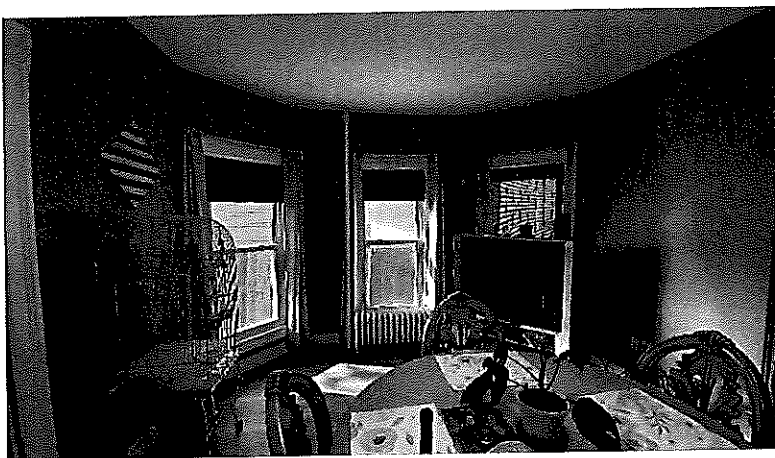


### **First Floor – Front Bedroom Electrical**

- Duplex outlet behind dresser isn't working and needs to be changed out.
- Remove and replace failed duplex outlet with new.
- Add two additional to the room as there are not many outlets within this room

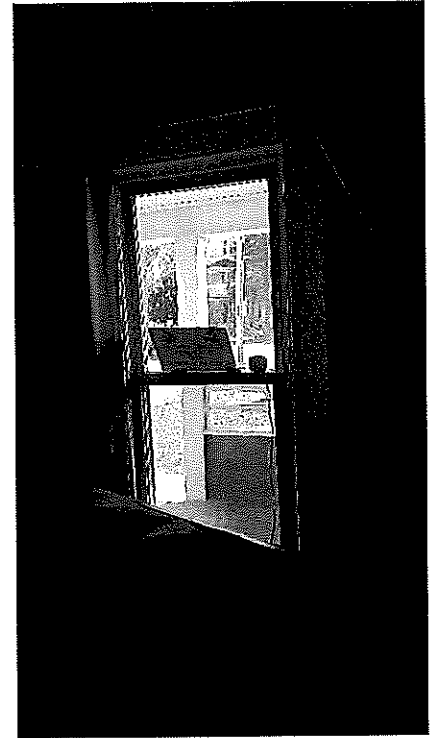
### **First Floor – Dining Room Window**

- First Floor Middle Dining Room Window does not work.
- Replace windows with one over one energy star double insulated pane double hung window, insulating all gaps and refinish interior / exterior trim as needed.



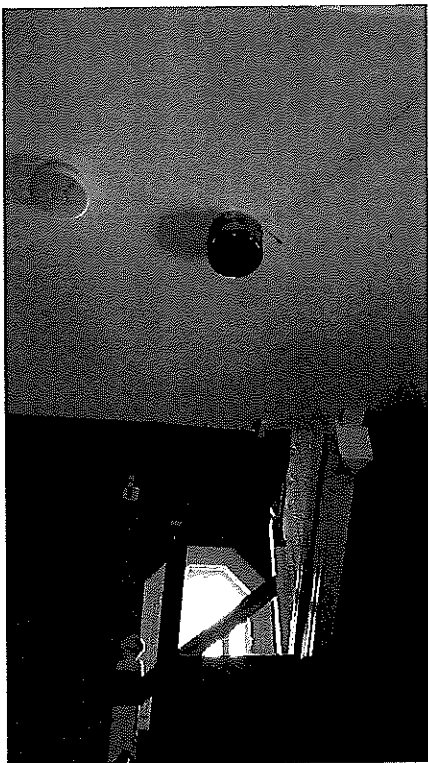
### **First Floor – Living Room Window**

- Front living room window behind couch was broken during a breaking and entering event.
- Replace window with one over one energy star double insulated pane double hung window, insulating all gaps and refinish interior / exterior trim as needed.



### **First Floor – Main Entry Foyer Light**

- Ceiling light fixture in foyer missing
- Remove existing light box and install new ceiling mounted light fixture / switch operated



### **First Floor – Front Landing Window**

- Window at first to second floor landing is missing its windowpane
- Measure for an install a insulated window pane of glass for this window.
- Finish interior / exterior trim as needed.



### **Second Floor – Front Bedroom Electrical**

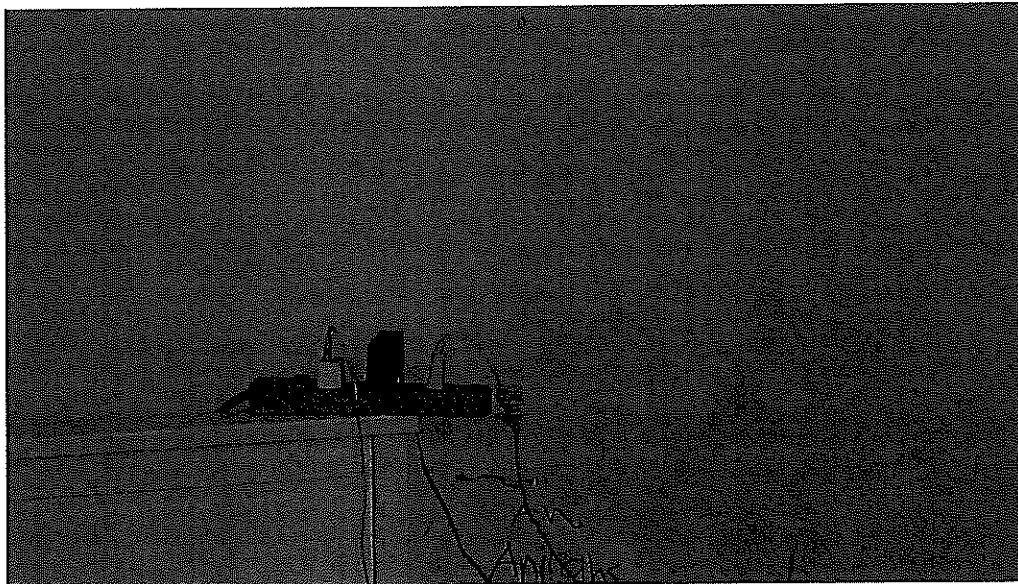
- Add two additional to the room as there are not many outlets within this room

### **Second Floor – Lead Abatement**

- A complete Lead Based Survey has been conducted by Emerald Lead Testing, Inc within the First, Second and Third Floor and it has been deterred to contain levels of lead paint that requires abatement.
- Following the Lead Safe Abatement processes, all lead containing product identified within the report for this unit shall be property abated.

### **Second Floor – Left Bedroom Electrical**

- Not enough electrical devices within this bedroom
- Add two duplex outlets within the bedroom



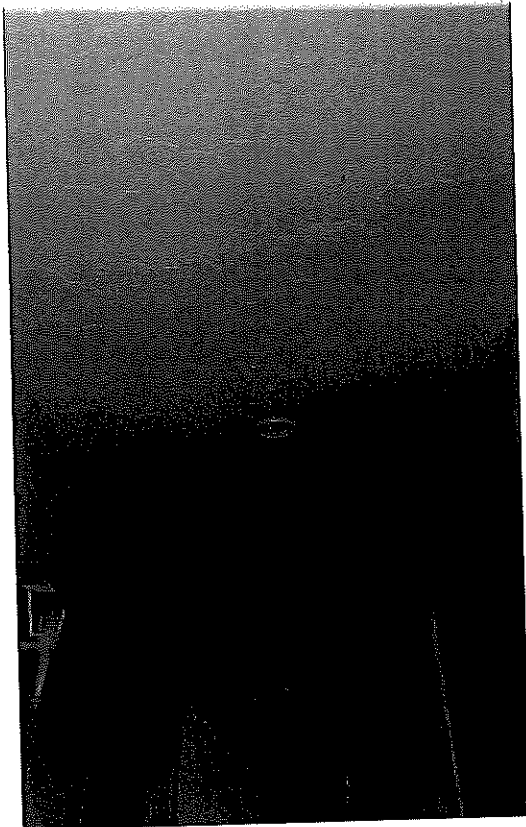
### **Second Floor – Left Bedroom Ceiling**

- There is a horrible ceiling patch attempt within this bedroom.
- Please remove existing ceiling patch, install new thickness GWB to match in place, tape and patch all seams and finish entire ceiling to match. Paint entire ceiling, ceiling white upon completion.



### **Second Floor – Rear Bedroom / Hallway**

- Missing Smoke and Carbon Detector Devices
- Add missing combination device to the Rear Bedroom and within the Hallway





### **Second Floor – Living Room Thermostat**

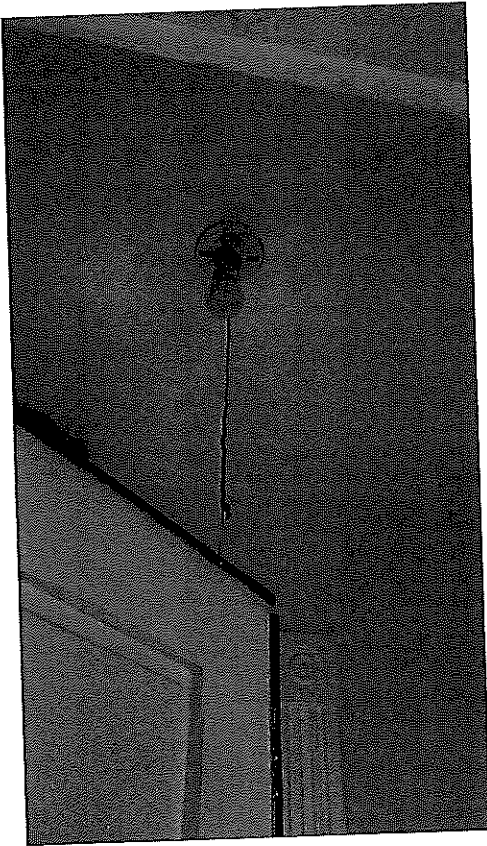
- Second floor heating system does not properly control the apartment due to the existing thermostat being located within the front most living room.
- Rewire and relocate the thermostat to the central hallway similar to the first floor.

### **Second Floor – Bathroom Vent**

- Second floor bathroom does not have a vent / light combo
- Install a new switch-controlled combo vent / light on a GFI / Arc Fault Protection Circuit within the bathroom vented to the outside
- Cut, patch and finish existing ceiling as required to penetrate the exterior wall with rigid pipe and spring-loaded exterior louver. Finish the exterior siding with a caulked trim kit.

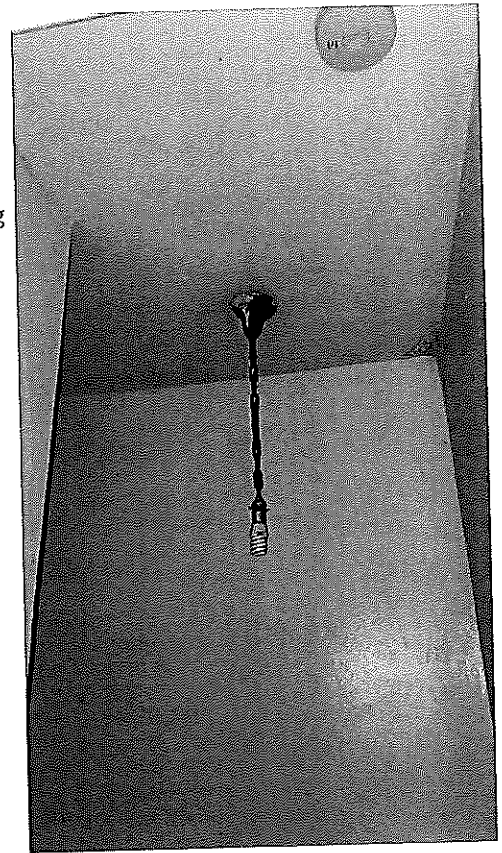
### **Second Floor – Rear Storage Light**

- Light fixture within this storage closet will not operate.
- Change out light bulb and replace fixture if fixture needs replacing



### Second Floor – Rear Stair Light

- Light fixture in rear stairwell will not operate.
- Change out light bulb and replace fixture if fixture needs replacing
- If not switch operated, add a switch control at top of landing.



### Second Floor – Side Rear Porch

- Existing spindles are spaced creating a greater than 4" gap between which is a code violation
- Remove all spindles and reinstall with new 1" x 1" PT spindles so that the space between is never greater than 4" between

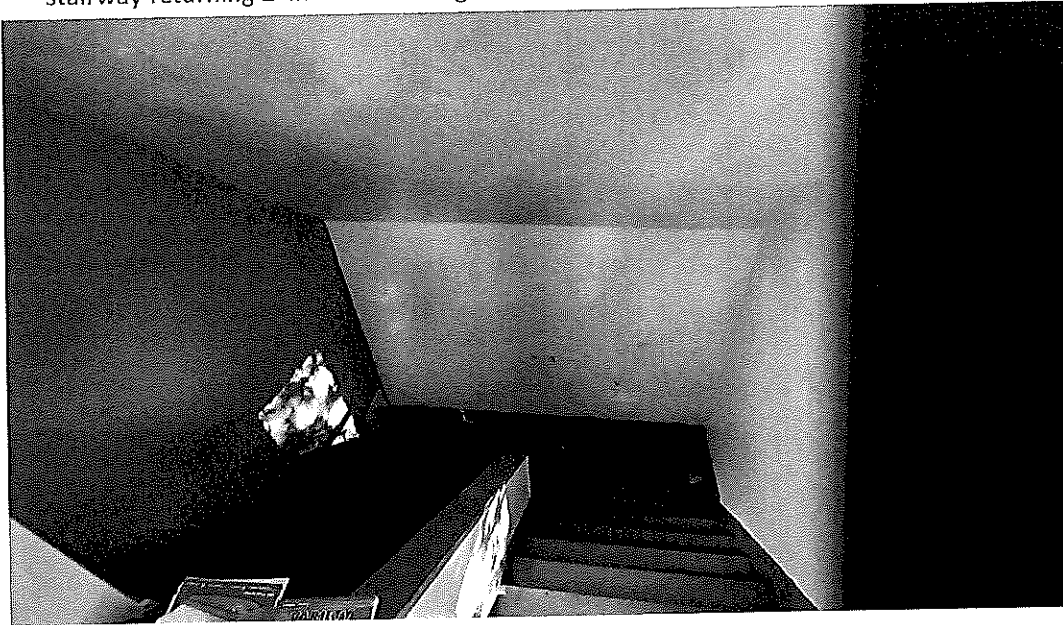
### Second Floor – Dining Room Window

- Rear most window has a broken windowpane and does not operate properly
- Replace window with one over one energy star double insulated pane double hung windows, insulating all gaps and refinish interior / exterior trim as needed.



### **Second Floor – Front Stair to Attic**

- Front stairway to attic is missing a handrail
- Measure, furnish and install a 1 ½" round solid wood handrail with stand off supports up both sections of the stairway returning 1' into the landing.

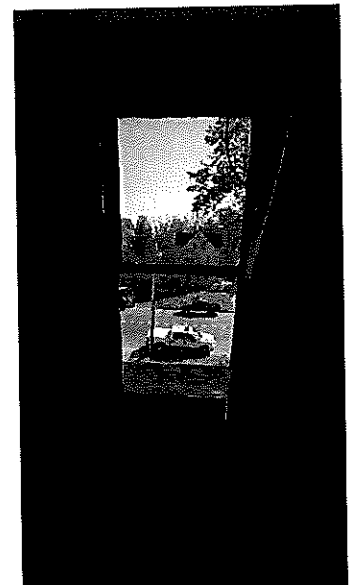


### **Attic – Lead Abatement**

- A complete Lead Based Survey has been conducted by Emerald Lead Testing, Inc within the First, Second and Third Floor and it has been deterred to contain levels of lead paint that requires abatement.
- Following the Lead Safe Abatement processes, all lead containing product identified within the report for this unit shall be property abated.
- 

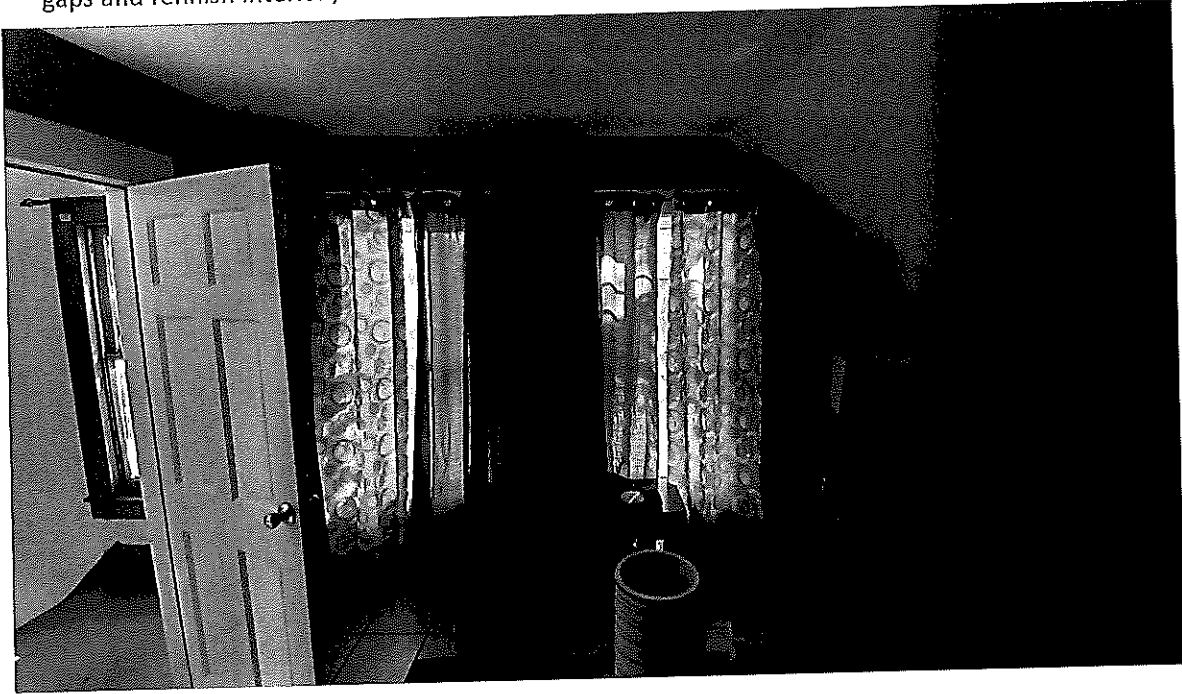
### **Attic – Front Landing Window**

- Front landing window is broken and does not operate properly
- Replace window with one over one energy star double insulated pane double hung window, insulating all gaps and refinish interior / exterior trim as needed.



### Attic – Front Living Room

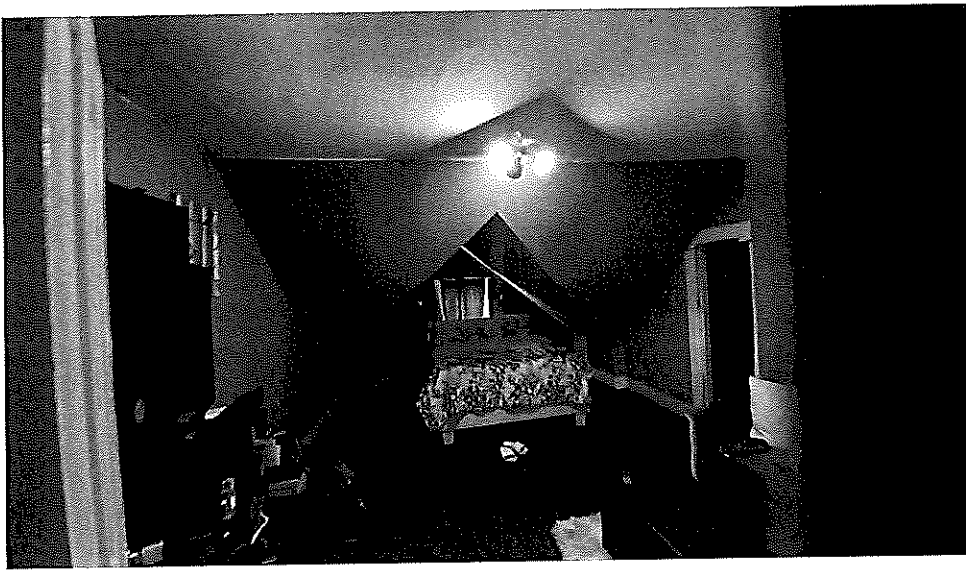
- Front two windows are broken and do not operate properly
- Replace windows with one over one energy star double insulated pane double hung windows, insulating all gaps and refinish interior / exterior trim as needed.



### Attic – Side Bedroom Windows

- Both side bedroom windows are broken and do not operate properly.
- Replace windows with one over one energy star double insulated pane double hung windows, insulating all gaps and refinish interior / exterior trim as needed.



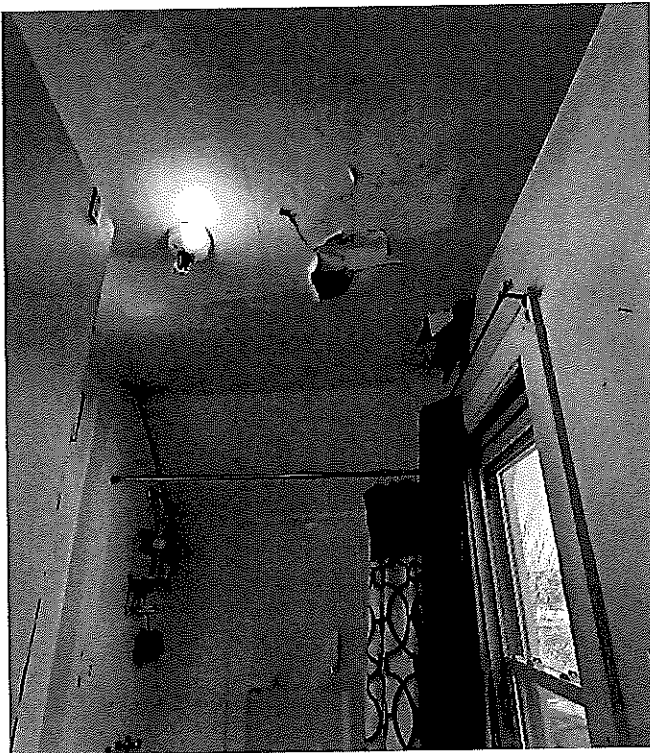


### **Attic – Bathroom**

- Bathroom ceiling shows signs of prior water damage
- Chase out the failed sections of plaster, either fill void with GWB or plaster and finish smooth by feathering new sections into existing to remain with the same ceiling finish. Paint entire ceiling with ceiling white paint.

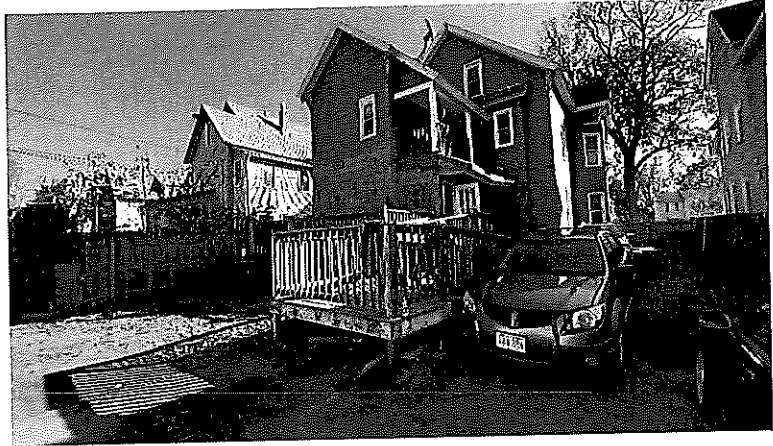
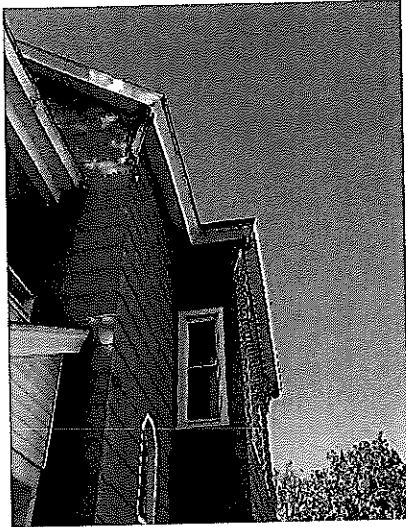
### **Attic – Bathroom Vent**

- Attic bathroom does not have a vent / light combo
- Install a new switch-controlled combo vent / light on a GFI / Arc Fault Protection Circuit within the bathroom vented to the outside
- Cut, patch and finish existing ceiling as required to penetrate the exterior wall with rigid pipe and spring-loaded exterior louver. Finish the exterior siding with a caulked trim kit.



## Exterior – Gutters & Downspouts

- The exterior of the house is missing most all of the gutters and downspouts with only the front porch having a gutter but missing a downspout.
- Furnish and install all new gutters and downspouts to all low point edges of the roof.
- Gutters shall be 5" in depth with the downspouts also measuring 5"



## Exterior – Repoint Masonry

- Brick foundation wall has several areas that require brick mortar joint repointing.
- Inspect the exterior foundation, measure the limits of the mortar joint reporting, cut out all soft mortar joints, brush clean, wash out all exposed joints and reseal new mortar to a minimum depth of 3/8", tool finish joints to match that of the existing.



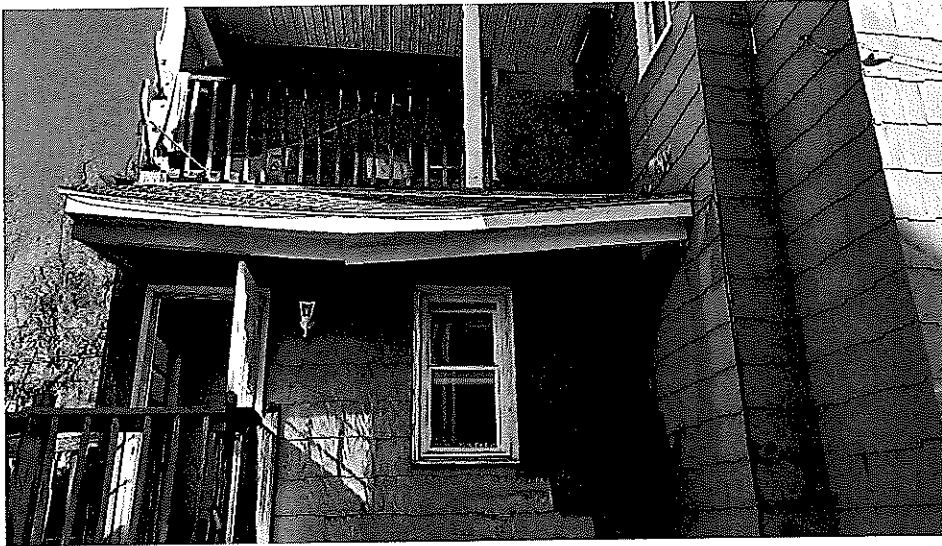
## Exterior – Siding Repair

- There are several areas of the exterior siding that are loose and expose the sub-sheathing
- Measure the exterior surfaces, pull back all loose and compromised siding, address the sub-sheathing as needed, reinstall existing / new siding to match.
  - Paint new surfaces to match existing.



### Exterior – Porch Roof

- The left side rear porch roof is sagging
- Peel back the break metal wrap, short up the framing & brace as required to make level
- Reinstall break metal wrap.



### Exterior – Bulkhead

- Also noted within the basement scope of work.
- Demolish entire existing wood framed bulkhead support, reframe new out of pressure treated materials, galvanized anchors. Install a new Bilco Bulkhead double door with interior slide lock mechanism per manufacturers recommendations





## Exterior – Deck Supports

- Several of the deck supports are simply seated on the ground
- Cut back all ground supported columns, seat into a concrete deck block to shore these up and to get the ends off of the ground.



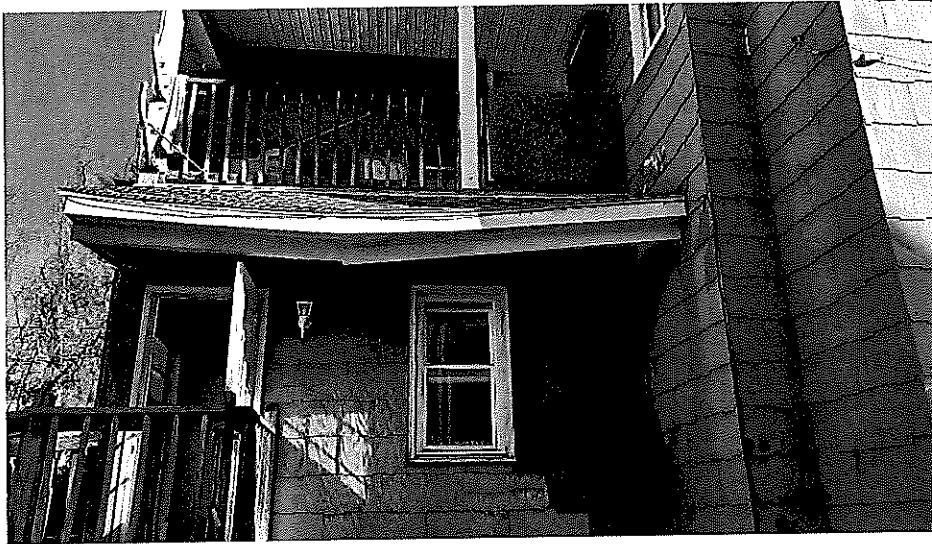
## Exterior – Rear Door

- Existing exterior door(s) are 2'-8" in width and are not fully handi-cap accessible
- Remove existing door "INTERIOR AND EXTERIOR", widen the width's to receive a 3'-0" x 6'-8"
- Install new exterior insulated 3'-0" X 6'-8" door
  - Exterior shall have top half vision panel for security
  - Interior shall be solid core insulated.
- Insulate, flash and caulk interior and exterior as needed



### Exterior – Porch Window

- Exterior Porch Window does not work.
- Replace windows with one over one energy star double insulated pane double hung window, insulating all gaps and refinish interior / exterior trim as needed.



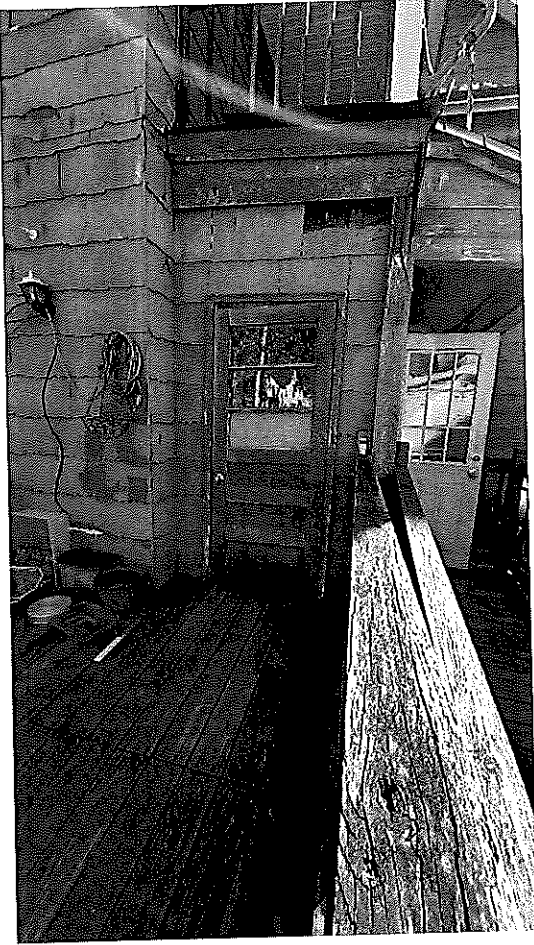
### Exterior – Handi-cap Ramp

- A few of the deck boards and one column post are loose
- Remove and replace approximately 6 deck boards with Pressure Treated sections to match fastening them to the existing framing using Pressure Treated wood approved screws and fasteners
- Align and secure lowest 4" x 4" pressure treated post using Pressure Treated wood approved screws and fasteners.



## Exterior – Rear Deck Door

- Exterior door leading out to the deck is not seated properly and is broken
- Remove existing door, install new exterior grade insulated door and hardware to match the new side Handi-Cap door.



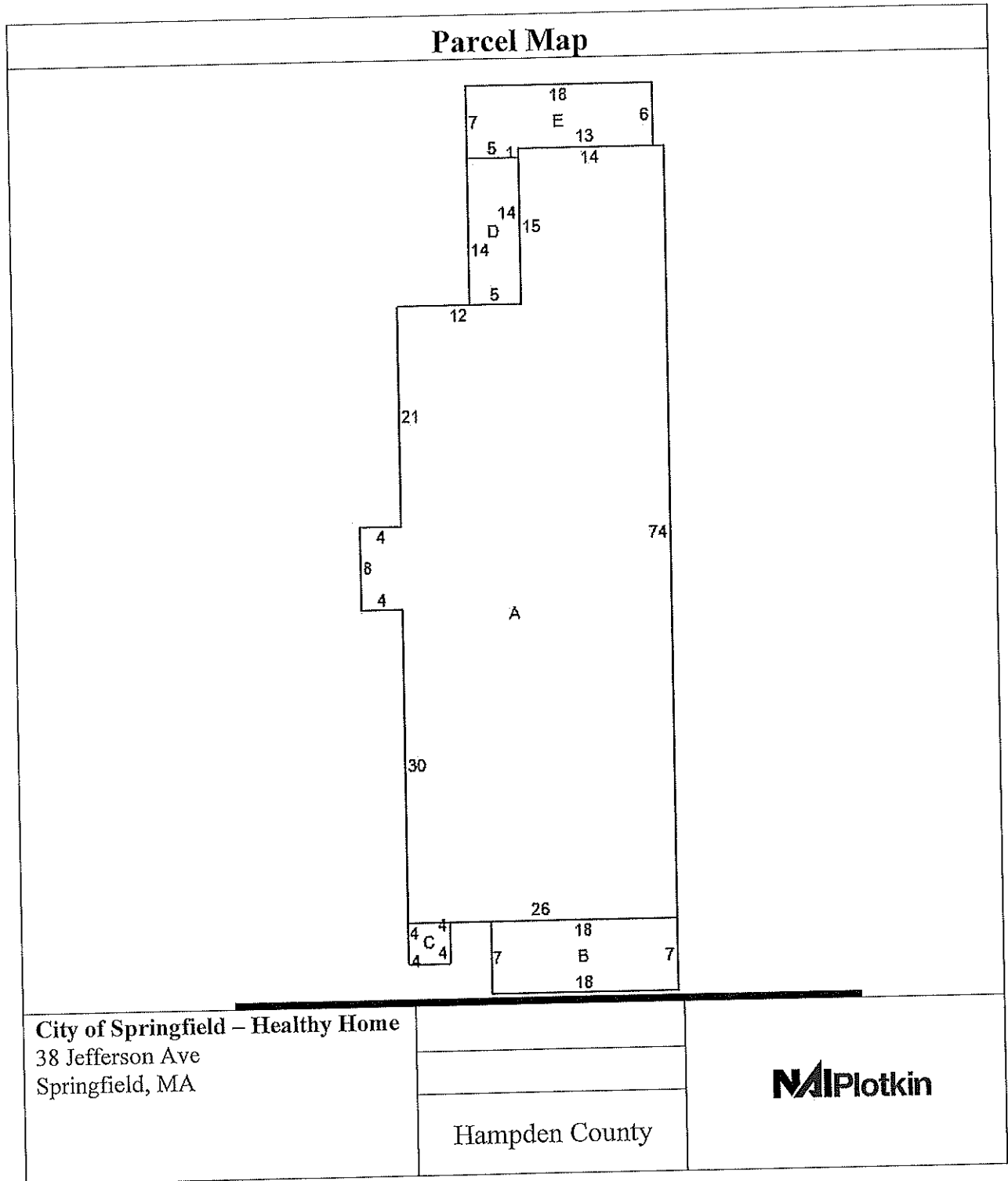
## **Appendix - Property Maps and Drawings**

- 1. Property Location Map**
- 2. Parcel Map**
- 3. Satellite Photograph**
- 4. Project Bid Sheet**

# Appendix Property Maps



# Appendix Property Maps



# Appendix Property Maps

## Satellite Photograph



City of Springfield – Healthy Home  
38 Jefferson Ave  
Springfield, MA

**NAI**Plotkin

CITY OF SPRINGFIELD OFFICE OF HOUSING  
1600 EAST COLUMBUS AVE  
SPRINGFIELD, MA 01105

Bid Proposal Form

To: Janet Padro Date Submitted: 10/9/21  
Project Address: 38 Jefferson Avenue

The following proposal is hereby submitted as per your request. This bid covers all Work shown and/or specified in the bid documents received for this job, which are:

1. General Conditions \_\_\_\_\_ Pages, Dated \_\_\_\_\_
2. Work Write-Up \_\_\_\_\_ Pages, Dated \_\_\_\_\_
3. Code Violation Notice \_\_\_\_\_ Pages, Dated \_\_\_\_\_
4. Performance Manual \_\_\_\_\_ Pages, Dated \_\_\_\_\_
5. Addenda 1 to \_\_\_\_\_ Pages, Dated \_\_\_\_\_
6. Other \_\_\_\_\_

The undersigned, having become thoroughly familiar with the terms and conditions of the proposed Contract Documents and with local conditions affecting the performance and costs of the Work at the place where the Work is to be completed, and having fully inspection the site in all particulars, hereby proposes and agrees to fully perform the Work within the time stated and in strict accordance with the proposed Contract Document including furnishing of any and all labor and materials, and to do all work required to construct and complete said Work in accordance with the Contract Documents, for the total sum of money.

**Base Bid:**

All labor, materials, services, and equipment necessary for the completion of the Work:

Ninety one thousand seven hundred and sixty Dollars (\$ 91,760 )

ADDITIONAL SUBMISSIONS

If awarded the Contract, the Bidder agrees to present the following documents to the Owner prior to the issuance of the Notice to Proceed: valid certificates covering Property Damage, Liability, and Workers' Compensation Insurance, all necessary building permits, and a Sworn Statement for Contractor and Subcontractor to Owner listing all of the subcontractors and subcontract amounts.



RETAINAGE

It is further agreed that if awarded this contract, 10% of all requested payouts will be retained until the project is completed to the approval of the Owner and all approving agents. Completion of this project will require 60 calendar days. This proposal is valid for a period of 90 days.

TIME

Upon request by Our Program, contractor agrees to itemize any/or all aspects of this proposal on the attached form.

ALTERNATE ITEMS TO BID

NOTE: Failure to submit line prices for each individual alternate item may exclude your entire bid proposal.

<u>Item Number</u>	<u>Line Price</u>
1)..... <u>LEAD ABATEMENT NUMBER</u> .....	\$ <u>12,500</u>
2)..... <u>Healthy Homes</u> .....	\$ <u>79,260</u>
3).....	\$ _____
4).....	\$ _____
5).....	\$ _____
6).....	\$ _____
	TOTAL \$ <u>91,760</u>

ADDITIONAL COMMENTS, RECOMMENDATIONS, SUBSTITUTIONS, ETC.:

THE CONTRACTOR FURTHER PROPOSES THE FOLLOWING CHANGES,  
DELETIONS OR ADDITIONS TO THE WRITE-UP:

	<u>PRICE</u>
_____	\$ _____
_____	\$ _____
_____	\$ _____

Contractor: Essell Glass  
Address: PO Box 5223  
Springfield, MA 01101  
Phone: [REDACTED]

[Signature]  
Signature

Owner  
Title

By my signature as a Contractor or agent of the Contractor, I swear that I have fully inspected the above noted property and have received all documents as listed on the Invitation to Bid and/or Bid Form.

Signature [Signature]

Title OWNER

Company Royal Renovations & Construction LLC

Date 10/19/21

### CONTRACTORS BID FORM

IDENTIFIED ITEMS AND PROBABLE COST ESTIMATES	
REPAIR ITEM	LABOR & MATERIAL COSTS
Basement – Stairway	3,000
Basement – Light	30
Basement – Junction Box	30
Basement – Light Under Stairs	80
Basement – Basement Stairs #2	3,000
Basement – Sewer Cleanout	100
Basement – Bulkhead	2,500
Basement – Junction Box	30
Basement – Asbestos Pipe Wrap	3,500
Basement – Junction Box	30
Basement – Smoke Detector	250
Basement – Cold Water Pipes	650
Basement – Hot Water Heater	2,000
Basement – Hot Water Heater	2,000
Basement – Furnaces (2)	2,000
Basement – Junction Box	30
Basement – Window	1,500
Basement – 200-amp Panel	3,500
Basement – 200-amp Panel	2,000
Basement – Light Fixture	80
Basement – Main Electric Service	250
Basement – Duplex Outlet	150
Floor Total:	<del>27,830</del> 26,760
First Floor – Lead Abatement	150 5,500
First Floor – Kitchen GFI	150 150
First Floor – Bathroom Outlet	350 150
First Floor – Bathroom Heat	1,500 350
First Floor – Bathroom Flooring	2,000 1,500
First Floor – Bathroom Tub & Surround	1,200 2,000
First Floor – Bathroom Vent	750 1,200
First Floor – Bathroom Toilet	750
First Floor – Kitchen & Hall Flooring	3,000
First Floor – Hallway Thermostat	300
First Floor – Left Bedroom Flooring	2,500
First Floor – Left Bedroom Door	650
First Floor – Front Bedroom Flooring	1,500
First Floor – Front Bedroom Ceiling	800
First Floor – Front Bedroom Wall Patch	500
First Floor – Front Bedroom Electrical	400

First Floor – Dining Room Window	500	
First Floor – Living Room Window	500	
First Floor – Main Entry Foyer	250	
First Floor – Front Landing Window	250	
Floor Total:		22,750
Second Floor – Front Bedroom Electrical	300	
Second Floor – Lead Abatement	<del>300</del> 7,000	
Second Floor – Left Bedroom Electrical	300	
Second Floor – Left Bedroom Ceiling	750	
Second Floor – Rear Bedroom / Hallway	200	
Second Floor – Living Room Thermostat	350	
Second Floor – Bathroom Vent	1,500	
Second Floor – Rear Storage Light	250	
Second Floor – Rear Stair Light	400	
Second Floor – Side Rear Porch	800	
Second Floor – Dining Room Window	500	
Second Floor – Front Stair to Attic	500	
Floor Total:		<del>5,850</del> 12,850
Attic – Lead Paint	<del>7,000</del>	
Attic – Front Landing Window	500	
Attic – Front Living Room	1,000	
Attic – Side Bedroom Windows	1,000	
Attic – Bathroom	750	
Attic – Bathroom Vent	1,500	
Floor Total:		<del>4,750</del> 4,750
Exterior – Gutters & Downspouts	3,500	
Exterior – Repoint Masonry	2,500	
Exterior – Siding Repair	3,500	
Exterior – Porch Roof	4,000	
Exterior – Bulkhead	2,500	
Exterior – Deck Supports	3,500	
Exterior – Rear Door	3,000	
Exterior – Porch Window	500	
Exterior – Handi-cap Ramp	650	
Exterior – Rear Deck Door	1,000	
Exterior Total:		24,650
Grand Total:	<del>70</del>	<del>88,280</del> 91,760

**MORTGAGE**

## City of Springfield Healthy Homes Rehabilitation Program

THIS MORTGAGE is made as of December 16, 2021, between Janette Padro, whose address is 38 Jefferson Avenue, Springfield, MA 01107 ("**Borrower**"), and the **City of Springfield**, a municipal corporation with the address 36 Court Street, Springfield, Massachusetts ("**City**").

WHEREAS, the Borrower and the City entered into a **HEALTHY HOMES REHABILITATION PROGRAM AGREEMENT** dated December 16, 2021, in the sum of \$114,292.75 (the Principal Amount"), together with interest of 0%, (this indebtedness is called the "**Note**", a copy of which is attached to this Mortgage as **Schedule A**); and

WHEREAS, to secure the performance of all the terms, covenants, agreements, conditions and obligations of the Note and this Mortgage, the Borrower wishes to grant to the City its rights, title, and interest in the property located at 38 Jefferson Avenue, Springfield, MA 01107 in Springfield, Massachusetts and described on the attached **Schedule B** (the "**Mortgaged Property**").

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

1. **Purpose.** This Mortgage and the Note are to secure a loan made by the City to the Borrower for the purpose of making home improvements to the Mortgaged Property, as detailed in the **Work Write-Up Specifications** dated 11/6/2021. The Borrower is responsible for making the improvements, and the City shall only make payment of Principal for such improvements as it inspects and verifies that the improvements have been completed.
2. **Conditions of the Loan.**
  - a. **Due Upon Sale or Transfer.** If the Borrower sells or transfers the Mortgaged Property before the final maturity date, the amount of the loan still owing at the time of sale or transfer will be immediately due and payable to the City.
  - b. **Owner Occupancy.** If the Borrower is an owner-occupant at the time this loan is entered into, the Borrower must continue to live in the Mortgaged Property as his/her principal place of residence during the term of the loan.

- c. **Rental Unit Affordability.** If the Borrower (including a Borrower who lives in one unit of a multi-unit property) rents out units in the Mortgaged Property to others, the Borrower must rent all units in the Mortgaged Property to households with income at or below 80% of the area median income<sup>1</sup> during the term of the loan.

### 3. Terms of the Loan

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

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

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

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

8. **Property Insurance.**

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

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

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

S. P.

9. **Rights of City as Lender.** If the Borrower fails to carry out the covenants and agreements set forth in this mortgage, the City may do and pay for whatever is necessary to protect the value of and the City's rights in the property, and any amounts so paid shall be added to the Principal amount due to the City hereunder

10. **Inspection.** The City shall have the right to inspect the Mortgaged Property from time to time at any reasonable hour of the day.

11. **Acceleration upon Default.** If any condition of this Mortgage shall be in default, the entire outstanding balance of the Principal Amount shall become immediately due and payable at the option of the City. The City shall be entitled to collect all costs and expenses, including reasonable attorney's fees incurred. If the City exercises its option to require immediate payment of the balance of funds secured by this Mortgage, the City shall give Borrower notice of acceleration. This notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all remaining sums secured by the Mortgage.

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

- a. The Borrower's nonperformance of any covenant, agreement, term, or condition of this Mortgage or of the Note, after the Borrower has been given due notice by the City of such nonperformance;
- b. The Borrower's failure to perform any covenant, agreement, term, or condition in any Mortgage or instrument creating a lien upon the Mortgaged Property, which lien shall have priority over the lien of this mortgage;
- c. The City's discovery that the Borrower failed to disclose in the Borrower's application for funds any fact deemed to be material by the City, or that the Borrower made any misrepresentations in the application or in any agreements entered into between the Borrower and the City (including but not limited to, the Note and this Mortgage);
- d. The sale, lease or other transfer of any kind or nature of the Mortgaged Property, or any part thereof, without the prior written consent of the City.

12. **No waiver.** No party shall be deemed to have waived any provision of this Mortgage or the exercise of any rights under this Mortgage unless such waiver is made expressly and

J. P.



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

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

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

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

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

15. **No Assignment of Rents.**

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

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

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

J. P.


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

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

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

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

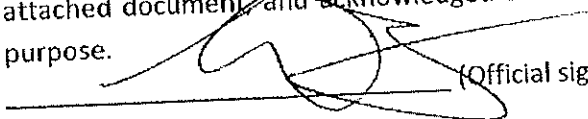
BY: Janette Padro  
Janette Padro  
Borrower

  
\_\_\_\_\_  
Witness Nikos C. Berkowitz

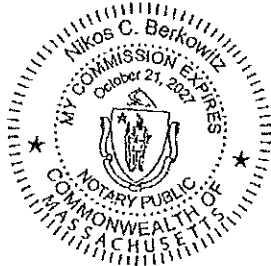
*Commonwealth of Massachusetts*

Hampden, ss,

On December 16, 2021, before me, the undersigned notary public, personally appeared, Janette Padro proved to me through satisfactory evidence of identification, which was MA Driver's License, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily for its stated purpose.

  
(Official signature and seal of notary).

Notary Public: Nikos C./ Berkowitz  
My Commission Expires: 10/21/2027



DR 24333 195

The note secured by this Mortgage has:

A principal sum of \$114,292.75  
A rate of interest of Zero (0%) percent.

The sum of \$114,292.75 with interest thereon at a rate of Zero (0.00%) per annum, is due and payable upon sale, lease or other transfer of any kind of the above-referenced property, or any part thereof without the prior written consent of the City, other than a transfer by will or by operation of the laws of descent and distribution.

S. P.

SCHEDULE A  
PROMISSORY NOTE

Springfield, Massachusetts

Property Address: 38 Jefferson Avenue, Springfield, MA

**1. BORROWERS' PROMISE TO PAY**

In return for a loan that I have received, I, Janette Padro ("Borrower"), promise to pay \$114,292.75 (this amount is called "Principal"), without interest, to the **City of Springfield**, a Massachusetts municipal corporation with a usual address of 36 Court Street, Springfield, Massachusetts 01103 ("City").

**2. INTEREST**

Interest will not be charged on unpaid principal.

**3. TIME AND PLACE OF PAYMENTS**

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

**4. BORROWER'S RIGHT TO PREPAY**

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

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

**6. BORROWER DEFAULT**

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

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

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

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

## 7. GIVING OF NOTICES

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

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

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

with a copy simultaneously mailed by first class mail to:

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

## 8. OBLIGATIONS OF PERSONS UNDER THIS NOTE

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

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

**9. WAIVERS**

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

**10. UNIFORM SECURED NOTE**

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

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

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

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

If the City exercises its option to require immediate payment of the balance of funds secured by the Mortgage, the City shall give Borrower notice of acceleration. This notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which

Borrower must pay all remaining sums secured by the Mortgage.

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

Janette Padro  
Janette Padro  
Borrower

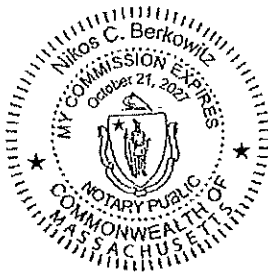
Nikos C. Berkowitz  
Witness Nikos C. Berkowitz

\_\_\_\_\_  
Witness

COMMONWEALTH OF MASSACHUSETTS

HAMPDEN, SS

On this 16th day of December 2021, before me, the undersigned Notary Public, personally appeared the above-named Janette Padro, proved to me through satisfactory evidence of identification, which was MA Driver's License, to be the person whose name is signed on the preceding or attached document, and acknowledge that he signed it voluntarily for its stated purpose, and acknowledged to me that he executed the same as his free act and deed.



Nikos C. Berkowitz  
Notary Public Nikos C. Berkowitz  
My Commission Expires: 10/21/2027

SCHEDULE B  
PROPERTY DESCRIPTION



Schedule B

A certain parcel of real estate situated in Springfield, Hampden County, Massachusetts on the northerly side of Jellerson Avenue, bounded and described as follows:

Beginning in the northerly line of Jefferson Avenue, at an iron bar distant easterly Three Hundred Forty and 60/100 (340.60) feet from the point of intersection of the easterly line of Main Street (formerly North Main Street) with the northerly line of Jefferson Avenue, and running thence

EASTERLY, by Jefferson Avenue fifty (50) feet to an iron bar; thence

NORTHERLY, at right angles with the northerly line of Jefferson Avenue One Hundred Twenty-Five (125) feet to an iron bar at a passageway sixteen (16) feet wide; thence

WESTERLY, by said passageway fifty (50) feet to an iron bar; thence

SOUTHERLY, in a line at right angles with said northerly line of Jefferson Avenue, One Hundred Twenty-Five (125) feet to the place of beginning.

Being the same premises conveyed to mortgagor herein by deed recorded on January 30, 2014, with the Hampden County Registry of Deed in Book 20179, Page 335.

J.P.

## PROMISSORY NOTE

December 16, 2021  
Springfield, Massachusetts

Property Address: 38 Jefferson Avenue, Springfield, MA 01107

### 1. BORROWERS' PROMISE TO PAY

In return for a loan that I have received, I, Janette Padro ("Borrower"), promise to pay \$114,292.75 (this amount is called "Principal"), without interest, to the **City of Springfield**, a Massachusetts municipal corporation with a usual address of 36 Court Street, Springfield, Massachusetts 01103 ("City").

### 2. INTEREST

Interest will not be charged on unpaid principal.

### 3. TIME AND PLACE OF PAYMENTS

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

### 4. BORROWER'S RIGHT TO PREPAY

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

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

### 6. BORROWER DEFAULT

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

J.P.

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

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

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

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

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

with a copy simultaneously mailed by first class mail to:

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

## 8. OBLIGATIONS OF PERSONS UNDER THIS NOTE

If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any

S. P.

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

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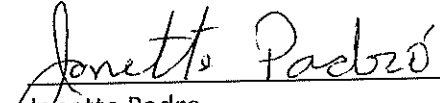
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J. P.

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

  
\_\_\_\_\_  
Janette Padro,  
Borrower

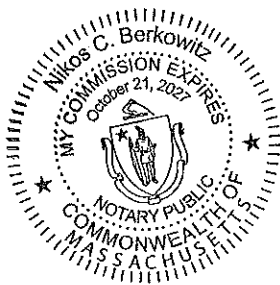
  
\_\_\_\_\_  
Witness Nikos C. Berkowitz

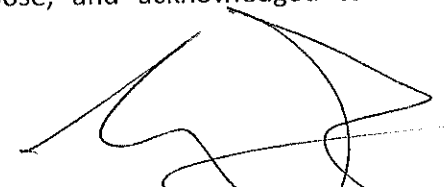
\_\_\_\_\_  
Witness

COMMONWEALTH OF MASSACHUSETTS

HAMPDEN, SS

On this 16th day of December, 2021, before me, the undersigned Notary Public, personally appeared the above-named Janet Padron, proved to me through satisfactory evidence of identification, which was MA Driver's License, to be the person whose name is signed on the preceding or attached document, and acknowledge that he signed it voluntarily for its stated purpose, and acknowledged to me that he executed the same as his free act and deed.



  
\_\_\_\_\_  
Notary Public Nikos C. Berkowitz  
My Commission Expires: 10/21/2027

J. P.

Exhibit E:  
SECTION 3 CLAUSE

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

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

# TAX CERTIFICATION AFFIDAVIT FOR CONTRACTS

Individual Social Security Number \_\_\_\_\_ State Identification Number \_\_\_\_\_ Federal Identification Number \_\_\_\_\_

Street Address Only: 38 Jefferson Avenue

City/State/Zip Code: Springfield, MA 01107

Telephone Number: \_\_\_\_\_ Email: \_\_\_\_\_

List address(es) of all other property owned by company in Springfield: \_\_\_\_\_

Name of Individual: Janette Padro

You must complete the following certifications and have the signature(s) notarized on the lines below

### FEDERAL TAX CERTIFICATION

I, Janet Padro, certify under the pains and penalties of perjury that Janette Padro, to my best knowledge and belief, has/have complied with all United States Federal taxes required by law.

(authorized agent) (Bidder/Proposer)  
Janette Padro Date: 12-16-2021  
Bidder/Proposer Authorized Person's Signature

### CITY OF SPRINGFIELD TAX CERTIFICATION

I, Janette Padro certify under the pains and penalties of perjury that Janette Padro, to my best knowledge and belief, has/have complied with all City of Springfield taxes required by law (has/have entered into a Payment Agreement with the City).

(authorized agent) (Bidder/Proposer)  
Janette Padro Date: 12-16-2021  
Bidder/Proposer Authorized Person's Signature

### COMMONWEALTH OF MASSACHUSETTS TAX CERTIFICATION

Pursuant to M.G.L. c. 62C § 49A, I, Janette Padro certify under the pains and penalties of perjury that Janette Padro, to my best knowledge and belief, has/have filed all state tax returns and has/have complied with all state taxes required by law.

(authorized agent) (Bidder/Proposer)  
Janette Padro Date: 12-16-2021  
Bidder/Proposer Authorized Person's Signature

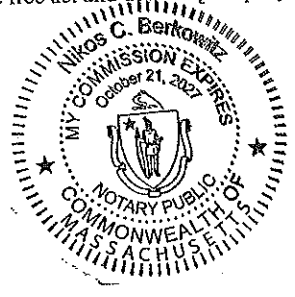
Notary Public

COMMONWEALTH OF MASSACHUSETTS  
December 16, 2021

Hampden, ss.

Then personally appeared before me [name] Janette Padro, [title] \_\_\_\_\_ of [company name] \_\_\_\_\_, being duly sworn, and made oath that he/she has read the foregoing document, and knows the contents thereof; and that the facts stated therein are true of his/her own knowledge, and stated the foregoing to be his/her free act and deed and the free act and deed of [company name] \_\_\_\_\_

Notary Public Nikos C. Berkowitz  
My commission expires: 10/21/2027



# INSURANCE BINDER

DATE (MM/DD/YYYY)  
12/15/2021

THIS BINDER IS A TEMPORARY INSURANCE CONTRACT, SUBJECT TO THE CONDITIONS SHOWN ON PAGE 2 OF THIS FORM.

<b>AGENCY</b> Sunshine Insurance Agency 884 Sumner Ave Springfield, MA 01108	<b>COMPANY</b> MPIUA <b>BINDER #</b> [REDACTED]
<b>PHONE</b> (A/C, No, Ext): [REDACTED]	<b>FAX</b> (A/C, No): [REDACTED]
<b>AGENCY CUSTOMER ID:</b> INSURED AND MAILING ADDRESS JANETTE PADRO & JOSE DELGADO 38 JEFFERSON AVE Springfield, MA 01107	THIS BINDER IS ISSUED TO EXTEND COVERAGE IN THE ABOVE NAMED COMPANY PER EXPIRING POLICY #: [REDACTED]
<b>CODE:</b> SUB CODE:	<b>DESCRIPTION OF OPERATIONS / VEHICLES / PROPERTY (Including Location)</b> 38 JEFFERSON AVE SPRINGFIELD, MA 01107

COVERAGES	COVERAGE / FORMS	DEDUCTIBLE	COINS %	AMOUNT
<b>PROPERTY</b> CAUSES OF LOSS <input type="checkbox"/> BASIC <input type="checkbox"/> BROAD <input type="checkbox"/> SPEC <input checked="" type="checkbox"/> Homeowner	- Personal Liability: \$300,000    - Dwelling - Medical Payment: \$1,000        - Other Structure - Loss of Use: \$219,000            - Personal Property	\$1,000		\$730,000 \$73,000 \$365,000
<b>GENERAL LIABILITY</b> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR	RETRO DATE FOR CLAIMS MADE:			EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
<b>VEHICLE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	RETRO DATE FOR CLAIMS MADE:			COMBINED SINGLE LIMIT \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE \$ MEDICAL PAYMENTS \$ PERSONAL INJURY PROT \$ UNINSURED MOTORIST \$
<b>VEHICLE PHYSICAL DAMAGE</b> DED <input type="checkbox"/> ALL VEHICLES <input type="checkbox"/> SCHEDULED VEHICLES COLLISION: _____ OTHER THAN COL: _____				ACTUAL CASH VALUE STATED AMOUNT \$
<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EACH ACCIDENT \$ AGGREGATE \$
<b>EXCESS LIABILITY</b> <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM	RETRO DATE FOR CLAIMS MADE:			EACH OCCURRENCE \$ AGGREGATE \$ SELF-INSURED RETENTION \$ PER STATUTE
<b>WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY</b>				E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
<b>SPECIAL CONDITIONS / OTHER COVERAGES</b>	Policy effective date from 05/05/2021 to 05/05/2022 Total premium \$3526.00 was paid in full. Section I: deductible \$1,000 except \$5,000 for named storm.			FEES \$ TAXES \$ ESTIMATED TOTAL PREMIUM \$ 3,526.00

<b>NAME &amp; ADDRESS</b> CITY OF SPRINGFIELD, OFFICE OF HOUSING 1600 EAST COLUMBUS AVE SPRINGFIELD, MA 01103	<input checked="" type="checkbox"/> ADDITIONAL INSURED <input type="checkbox"/> LOSS PAYEE <input type="checkbox"/> MORTGAGEE <input type="checkbox"/> LENDER'S LOSS PAYABLE LOAN # _____ AUTHORIZED REPRESENTATIVE 
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City of Springfield  
Office of Disaster Recovery and Compliance

CDBG National Disaster Resilience Program  
Awarding Federal Agency: United States Department of Housing and Urban Development  
Federal Award Number: B-13-MS-25-0002

**SUBROGATION AND ASSIGNMENT AGREEMENT**

This Subrogation and Assignment Agreement ("Agreement") is made and entered into on this 16th day of December 2011, by and between Janette Padro ("Subrecipient") and the City of Springfield.

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

In consideration of Subrecipient's receipt of funds under the CDBG National Disaster Resilience (CDBG-NDR) Program administered by the City of Springfield, Subrecipient hereby assigns to the City of Springfield all of Subrecipient'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 (defined below) that was the basis of the calculation of Subrecipient's award to the extent of the Note or Loan proceeds paid to Subrecipient under the 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 Subrecipient assigns are specific to the structure with respect to which Note or Loan proceeds were paid (the "Structure") which is described in Subrecipient's application with the Program, and include proceeds arising out of physical damage to the Structure originally caused by the June 2011 Tornado 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 Policies include, but are not limited to, policies characterized as wind, flood or any other type of casualty or property damage insurance held by Subrecipient and which provides coverage for physical damage to the Structure.

**2. Cooperation and Further Documentation** Subrecipient agrees to assist and cooperate with the City of Springfield should the City of Springfield elect to pursue any of the claims Subrecipient has against the insurers for reimbursement under any such policies. Subrecipient's assistance and cooperation shall include allowing suit to be brought in Subrecipient'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. Subrecipient further agrees to assist and cooperate in the attainment and collection of any Proceeds that the Subrecipient would be entitled to under any applicable FEMA or SBA program as described above. If requested by the City of Springfield, Subrecipient agrees to execute such

August, 2011

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 Subrecipient 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.

3. **Authorization for City of Springfield to Contact Third Parties** Subrecipient explicitly allows the City of Springfield to request of any company with which Subrecipient 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 Subrecipient's consent to such company to release said information to the City of Springfield.

4. **Agreement to Turn over Proceeds; Future Reassignment** If Subrecipient (or any entity holding a lien on the Structure, except to the extent required by superior loan documents) hereafter receives any insurance payment or disaster relief or reimbursement funds for physical damage to the Structure (not including proceeds received to cover contents), Subrecipient agrees to promptly pay such amounts to the City of Springfield if Subrecipient received grant proceeds under the Program in an amount greater than the amount Subrecipient would have received if such insurance and/or disaster relief or reimbursement payment had been considered in the calculation of Subrecipient's award. Once the City of Springfield has recovered an amount equal to the grant proceeds paid to Subrecipient, the City of Springfield will reassign to Subrecipient any rights assigned to the City of Springfield pursuant to this Agreement.

5. **Mortgage City of Springfield Rights** Subrecipient acknowledges that this Agreement does not impair Subrecipient's mortgage or City of Springfield's rights as loss-payee under any deed of trust or mortgage on the Structure.

6. **Miscellaneous**

(a) **WARNING: Subrecipient is hereby notified that intentionally or knowingly making a materially false or misleading written statement to obtain property or credit, including a mortgage loan, is a violation of Massachusetts General Law Part IV Title I Chapter 266 Section 67b, and, depending, is punishable by imprisonment for up to five years and/or a fine not to exceed \$10,000.00.**

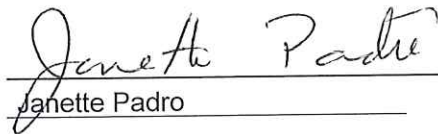
(b) Subrecipient hereby represents that he/she has received, read, and understand this notice of penalties for making a materially false or misleading written statement to obtain a home loan.

(c) Subrecipient represents that all statements and representations made by Subrecipient regarding Proceeds received by Borrower shall be true and correct as of the date of Closing.

(d) In any proceeding to enforce this Agreement, the City of Springfield shall be entitled to recover all costs of enforcement, including actual attorney's fees.

EXECUTED this 16th day of December, 2021.

**SUBRECIPIENT:**

  
\_\_\_\_\_  
Janette Padro

EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

**CITY OF SPRINGFIELD:**

By:   
\_\_\_\_\_  
Name:   
\_\_\_\_\_  
Title:   
\_\_\_\_\_