

(S)



Contract 20190718

City of Springfield Contract Tracer Document

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

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

DEPARTMENT	DATE RECEIVED		DATE FORWARDED TO NEXT DEPT.	
	Initials	Date	Initials	Date
Community Development			KB	5/29/19
City Comptroller	KB	5.30.19	KB	5.30.19
Law	PF	5.30.19	PF	5.30.19
CAFO	Jmm	6.3.19	Jmm	6.5.19
Mayor	CCJ	6/5/19	CCJ	6/6/19
City Comptroller			KB	6.7.19
Community Development				

Vendor No.: ~~18472~~ 19204 Contract No.: 20190718 Contract Date: 5/14/19

Contract Amt.: \$70,749.00 Issue Date: 5/29/19 Renewal Date:

Appropriation Code1: 26451815-530105-64516 \$58,494.00
 Appropriation Code2: 26881801-530105-68800 \$12,255.00
 Appropriation Code3:
 Appropriation Code4:

Description of Funding Source: CDBG-NDR

Bid No.: Requisition No.: 19016421 PO No.:

Vendor Name: Deborah Caraballo

Contract Type: CDBG-NDR Healthy Homes Rehab

Contract Purpose: Rehabilitation of Home located at 50 Dexter Street, Springfield, MA

Originating Dept.: Community Development/Nigel Greaves

Expiration Date: 6/28/2024 Amendment Date: Extension Date:

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

Bill To
 COMMUNITY DEVELOPMENT
 1600 EAST COLUMBUS AVE

 SPRINGFIELD, MA
 01103

Requisition 19016421-00 FY 2019

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

Page 1

Vendor
 DEBORAH CARABALLO
 50 DEXTER ST

 SPRINGFIELD, MA 01105
 USA

Ship To
 COMMUNITY DEVELOPMENT
 1600 EAST COLUMBUS AVE

 SPRINGFIELD, MA 01103
 NGREAVES@SPRINGFIELDCITYHALL.COM

Delivery Reference
 NIGEL GREAVES

C#20190718

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/29/19	019204				COMMUNITY DEVELOPMENT

LN	Description / Account	Qty	Unit Price	Net Price
General Notes				
001	CONTRACT PENDING CDBG-NDR HEALTHY HOMES REHAB FOR PROPERTY LOCATED AT 50 DEXTER ST, SPFLD, MA 01105	1.00 EACH	70749.00000	70749.00
1	26451815-530105-64516		58494.00	
2	26881801-530105-68800		12255.00	

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

Requisition Link

Requisition Total 70749.00

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

Account	Amount	Remaining Budget
26451815-530105-64516	58494.00	3574797.64
CDBG-NDR-HEALTH HOMES	PROFESSIONAL SERVICES	
26881801-530105-68800	12255.00	339345.65
LEAD PAINT	PROFESSIONAL SERVICES	

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

Activity	Date	Clerk	Comment

Bill To
 COMMUNITY DEVELOPMENT
 1600 EAST COLUMBUS AVE

 SPRINGFIELD, MA
 01103

Requisition 19016421-00 FY 2019

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

Vendor
 DEBORAH CARABALLO
 50 DEXTER ST

 SPRINGFIELD, MA 01105
 USA

Ship To
 COMMUNITY DEVELOPMENT
 1600 EAST COLUMBUS AVE

 SPRINGFIELD, MA 01103
 NGREAVES@SPRINGFIELDCITYHALL.COM

Delivery Reference
 NIGEL GREAVES

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/29/19	019204				COMMUNITY DEVELOPMENT

LN	Description / Account	Qty	Unit Price	Net Price
Approved	05/29/19 Amanda Pham			
Approved	05/29/19 Cathy Buono	Auto approved by:	102734	
Queued	05/29/19 Heather Potito	Auto approved by:	102734	
Queued	05/29/19 Tim Brown	Auto approved by:	102734	
Queued	05/29/19 Kaiya Hill-Thomas	Auto approved by:	102734	
Queued	05/29/19 Hamediah Mohamed	Auto approved by:	102734	
Queued	05/29/19 Christopher Fraser	Auto approved by:	102734	
Pending	Lindsay Hackett	Auto approved by:	102734	
Pending	TJ Plante	Auto approved by:	102734	
Pending	Lauren Stabilo	Auto approved by:	102734	

**CITY OF SPRINGFIELD
HEALTHY HOMES PROGRAM**

**REHABILITATION LOAN AGREEMENT
FOR OWNER-OCCUPANTS**

Whereas, the City of Springfield (“City”) is providing financial assistance to Deborah Caraballo (“Borrower”) from the Healthy Homes Program in the amount of Seventy Thousand, Seven Hundred Forty-Nine and 00/100 Dollars (\$70,749.00) to fund rehabilitation of the home located at 50 Dexter Street, Springfield, MA 01105, according to the terms of the agreed-upon Specs by Location/Trade, dated 3/20/19, attached hereto as Exhibit B and in compliance with Massachusetts and City of Springfield building and health codes. The Healthy Homes program is funded by the federal Community Development Block Grant - National Disaster Resilience (CDBG-NDR) program.

Now, therefore, the parties agree as follows:

Terms of the Loan

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

Owner Occupancy

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

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

Rental Units

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

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

Income Eligibility

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


Schedule

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

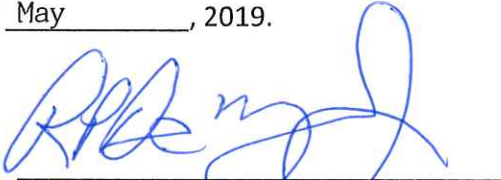
Enforcement

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

This contract is signed as of the 14th day of May, 2019.



Deborah Caraballo
Borrower



Office of Housing
CITY OF SPRINGFIELD

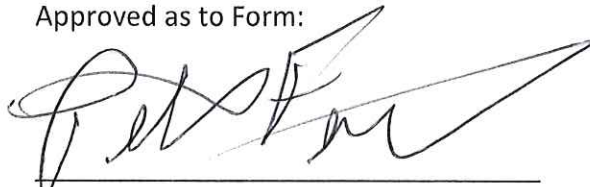
26461815-530105-64516 \$58,494.00
26881801-530105-68800 \$12,265.00

Approved as to Appropriation:



Office of Comptroller
CITY OF SPRINGFIELD

Approved as to Form:




Law Department
CITY OF SPRINGFIELD

APPROVED:



Chief Administrative and Financial Officer
CITY OF SPRINGFIELD



Domenic J. Sarno, Mayor
CITY OF SPRINGFIELD

**CITY OF SPRINGFIELD
HEALTHY HOME PROGRAM**

REHABILITATION LOAN AGREEMENT

List of Exhibits

Healthy Homes Rehabilitation Program Agreement

Exhibit A - Project Budget

Exhibit B - Itemized Repair Specs by Location/Trade

Exhibit C - Mortgage

Exhibit D - Promissory Note

Exhibit E - Section 3 Clause

Exhibit F - Tax Certification for Contracts

Exhibit G - Insurance Binder

Exhibit A

Healthy Homes Rehab Project Budget

Homeowner/Borrower: Deborah Caraballo

Project Address: 50 Dexter Street, Springfield, MA 011105

<u>Project Budget</u>	Amount
Repair/Rehab	\$ 57,444.00
Lead Abatement	\$ 12,255.00
Initial rehab contract amount	\$ 69,699.00
Legal Fees	\$ 700.00
Storage	\$ 350.00
Grand Total	\$ 70,749.00

SPECS BY LOCATION/TRADE

3/20/2019

Pre-Bid Site Visit: Georges Renovations Case Number: Deborah Carraballo 413-272-3717
 Bidding Open Date: 155 Brookdale Dr. Project Manager: Nigel Greaves
 Bidding Close Date: Springfield Mass. 01104 Phone: 413-886-5050
 Initial: _____

Address: 50 Dexter Street Unit: Unit 01

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

Spec #	Spec	Quantity	Units	Unit Price	Total Price
Trade: 1	General Requirements				
10	OWNER ACCEPTS SCOPE OF WORK The undersigned applicant(s) certifies that he/she has participated in the development of this Work Write Up (WWU) with the "Date inspected" date of _____ & referred to as Exhibit 1. After careful review the applicant understands & accepts the work described & has initialed & dated each page of this WWU. x <u>[Signature]</u> <u>3/27/19</u> Applicant Date Applicant Date	1.00	DU	_____	_____
14	CONTRACTOR ACCEPTS SCOPE OF WORK The undersigned contractor certifies that he/she has carefully reviewed & agrees to perform the work described in this Work Write Up (WWU) with the "Date Inspected" date of <u>3/27/19</u> & referred to as Exhibit 1. The contractor shall initial & date each page of the WWU. x <u>[Signature]</u> <u>3/27/19</u> Contractor Date	1.00	DU	_____	_____
28	VENTILATION--ASHRAE 62.2-GENERAL REQUIREMENTS This dwelling unit must have a ventilation system that meets ASHRAE 62.2 . See http://www.ashrae.org/technology/page/548 and http://www.buildingscience.com/documents/reports/rr-0502-review-of-residential-ventilation-technologies/	1.00	GR	_____	_____
30	WALL NAMING PROTOCOLS Walls and attached components shall be identified with the letters A, B, C & D. Wall A is always the wall that is closest to the address elevation or the "street side" of the house. Moving clockwise, the walls are then B, C, D. To name components, for example, a window as a subset of 4 windows on the D wall, the first would window is Window D1. The last is window D4 moving in a clockwise direction. These locational markers may also be combined with the adjectives: left, right, upper, lower. For example: Replace the right side window casing at window D3.	1.00	EA	_____	_____
31	CONSTRUCTION DEFINITIONS "Install" means to purchase, set up, test and warrant a new component. " Replace" means to remove and dispose of original material, purchase new material, deliver, install, test and warrant. "Repair" means to return a building component to like new condition through replacement, adjustment and recoating of parts. "Reinstall" means to remove, clean, store and install a component.	1.00	GR	_____	_____
32	SUBSTITUTION APPROVAL PROCESS Any requests for substitutions of specified proprietary items must accompany the initial proposal and shall include: the manufacturer's specifications; full installation instructions and warranties. The agency and owner will notify the contractor of decision at contract award.	1.00	GR	_____	_____
34	LINE ITEM BREAKDOWN The apparent winning bidders shall provide the owner with a line item cost breakdown within 3 working days of a request.	1.00	DU	_____	_____
35	VERIFY QUANTITIES/MEASUREMENTS All Quantities stated in the attached specifications for this address using Units of Measure other than Each (EA), Room (RM) or Dwelling Unit (DU) (e.g. SF of Drywall) are for the contractor's convenience and must be verified by the contractor at a mandatory site inspection prior to bid submission. All quantities stated in the Units of Measure Each (EA), Room (RM) or Dwelling Unit (DU) are as stated. Discrepancies in Quantities found by the contractor must be communicated to the Housing Rehabilitation Specialist prior to the submission of a bid. Claims for additional funds due to discrepancies in Quantities shall not be honored if submitted after the bid submission.	1.00	GR	_____	_____

Address: 50 Dexter Street Unit: Unit 01

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

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

Trade: 1 General Requirements

40	ALL PERMITS REQUIRED The contractor shall apply for, pay for, obtain and forward copies of the following indicated permits to the agency: Plumbing; <u>400</u> Electric; <u>350</u> HVAC; <u>100</u> Building; <u>400</u> Zoning; _____ Lead Abatement; _____ Asbestos Abatement.	1.00	AL	_____	<u>1250</u>
45	CONTRACTOR PRE-BID SITE VISIT The contractor must inspect the property. Submission of a bid is presumptive evidence that the bidder has thoroughly examined the site and is conversant with the requirements of the local jurisdiction.	1.00	DU	_____ ✓	_____
55	WORK TIMES Contractors and their Subcontractors shall schedule working hours between 8:00am and 6:00pm Monday through Friday. Requests to work on weekends and before or after these hours must be approved by the homeowner.	1.00	GR	_____	_____
77	NEW MATERIALS REQUIRED All materials used in connection with this work write-up are to be new, of first quality and without defects - unless stated otherwise or pre-approved by Owner and Construction Specialist.	1.00	GR	_____	_____
78	WORKMANSHIP STANDARDS All work shall be performed by mechanics both licensed and skilled in their particular trade as well as the tasks assigned to them. Workers shall protect all surfaces as long as required to eliminate damage.	1.00	GR	_____	_____
85	CLOSE-IN INSPECTIONS REQUIRED Call the agency for inspection of all work that will be concealed from view before it is closed in. This type of inspection frequently includes, but is not limited to footings, roof sheathing & flashing prior to installation of new felt & shingles, and repaired framing & decking prior to installation of underlayment & floor coverings, prior to insulation and prior to drywall.	1.00	GR	_____	_____
90	1 YEAR GENERAL WARRANTY Contractor shall remedy any defect due to faulty material or workmanship and pay for all damage to other work resulting therefrom, which appear within one year from final payment. Further, contractor shall furnish owner with all manufacturers' and suppliers' written warranties covering items furnished under this contract prior to release of the final payment.	1.00	DU	_____	_____
9008	ENVIRONMENTAL REHAB-RRP REQUIREMENTS Any contractor performing renovation, repair, and painting projects that disturb lead-based paint in pre-1978 homes must comply with EPA 40 CFR Part 745(Lead; Renovation, Repair, and Painting Program), be certified by the EPA as a Renovation Firm and must use Certified Renovators who are trained by EPA-approved training providers to follow lead-safe work practices.	1.00	GR	_____	_____

Trade: 9 Environmental Rehab

9002	APPLICABLE LEAD-SPECIFIC DEFINITIONS Abatement: Any set of measures designed to permanently (permanent = expected life span of at least 20 years) eliminate lead-based paint or lead-based paint hazards. CFR - The Code of Federal Regulations; De minimus - Safe work practices and clearance are required when more than: - 20 SF on exterior - 2 SF per interior room - 10% of small component is deteriorated or will be disturbed by renovation. Interim Controls: A set of measures designed to reduce temporarily human exposure or likely exposure to lead-based paint hazards. Interim controls include, but are not limited to, repairs, painting, temporary containment, specialized cleaning, clearance, ongoing lead-based paint maintenance activities, and the establishment and operation of management and resident education programs. Work site: An interior or exterior area where lead-based paint hazard reduction activity takes place. There may be more than one work site in a dwelling unit or at a residential property. Clearance: An activity conducted following lead-based paint hazard reduction activities to determine that the hazard reduction activities are complete and that no soil-lead hazards or settled dust-lead hazards, as defined in this part, exist in the dwelling unit or work site. The clearance process includes a visual assessment and collection and analysis of environmental samples. Dust-lead standards for clearance are found at Sec. 35.1320.	1.00	GR	_____	<u>17,255</u>
------	---	------	----	-------	---------------

Address: 50 Dexter Street Unit: Unit 01

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

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

Trade: 9 Environmental Rehab

See 24CFR Part 35 - Subpart B - Section 35.110 Definitions, for additional definitions.

Location Total: 13,505

Location: 2 - Exterior Approx. Wall SF: 0 Ceiling/Floor SF: 0

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

Trade: 4 Site Work

465	REMOVE TREE BRANCHES	1.00	EA	<u>1800</u>	<u>1800</u>
Cut and remove tree branches back from house to a min. 10' distance, to legal dump.					

Trade: 10 Carpentry

1045	STEPS AND LANDINGS--REPLACEMENT	4.00	RI	250 <u>250</u>	<u>1000</u>
Dispose of existing steps and landing. Construct a replacement unit with two 2"x 12" preservative treated pine stringers, 5/4" PTP stepping stock treads, on a solid concrete footer. Frame stairs 3' wide connecting to a 3'x 4' landing, of 2"x 6"s and 2"x 4" deck. Construct wood handrail on one side 32" above tread nosing. Install preservative treated code approved guard rails with 2x2 balusters supported by 4"x 4" treated posts, 4' on center. Rail to be free from cracks, splinters, and rough edges. Set first post in a 12"x 8"x 12" concrete sleeve, bolt remaining posts to stringer with 7" lags.					
SIDE STEPS					

3470	SUPPORT POSTS--4"X 4"	4.00	EA	<u>750</u>	<u>3000</u>
Support porch roof/flooring and remove existing posts. Install 4"x 4" preservative treated posts attached on 10" concrete sono tubes install below grade level.					

FRONT PORCH REPLACE DEFECTIVE SUPPORT COLUMNS/FOOTINGS

3525	GUARD RAIL--WOOD	26.00	LF	<u>40</u>	<u>1040</u>
Dispose of any existing railing. Construct a preservative treated pine railing using 2"x 4" top and bottom rails, and 2"x 2" balusters face nailed 4" on center. Create a 3'6" high railing between 4"x 4" end posts.					

FRONT PORCH

3590	STEPS--REPL EXTERIOR	6.00	EA	<u>200</u>	<u>1200</u>
Dispose of existing steps. Construct a replacement unit with two 2"x 12" preservative treated pine stringers, 5/4" PTP stepping stock treads, on a solid concrete footer. Frame stairs 6' wide connecting to existing porch. Construct a wood handrail with balusters on both sides 32" above tread nosing.					

FRONT STEPS

Trade: 15 Roofing

4567	ROOF--REPAIR SHINGLES	200.00	SF	<u>550</u>	<u>1100</u>
Carefully remove any damaged shingles without damaging any surrounding roof components. Replace missing or damaged shingles with matching shingles. When installing under existing shingles higher on the roof fasten the new shingles by gently prying up existing shingles. Add roofing felt under the repaired area as necessary to maintain a continuous layer maintaining a waterfall installation. The finished repair will be water tight.					

LEFT SIDE OF ROOF

4635	GUTTER--5" SEAMLESS ALUMINUM	30.00	LF	<u>4</u>	<u>1200</u>
Install 5", K-type, seamless, .027 gauge aluminum gutter to service roof. White or brown color choice by owner.					

4640	DOWNSPOUT--5" SEAMLESS ALUMINUM	30.00	LF	<u>250</u>	<u>250</u>
Install 5", square, seamless, .027 gauge, white, aluminum downspout. Strap at least 3' on center.					

Trade: 19 Paint & Wallpaper

Address: 50 Dexter Street Unit: Unit 01

Location: 2 - Exterior Approx. Wall SF: 0 Ceiling/Floor SF: 0

Spec #	Spec	Quantity	Units	Unit Price	Total Price
5679	PREP & PAINT EXTERIOR WOOD--LOW VOC	1.00	AL	17,500	17,500
<p>Using lead work safe practices remove & properly dispose all loose materials prior to installation of new materials. Using lead work safe practices prepare existing wood surfaces specified for stabilization prior to paint application by securing, replacing or repairing all loose, broken, rotted, or deteriorated materials to provide a sound surface for paint application. Using lead work safe practices and following paint manufacturer's recommendations prepare all wood surfaces by removing all loose paint. Use a 25-year or better paintable Low VOC caulk matched for color to fill all cracks, voids, holes, etc. prior to painting. Apply a compatible exterior Low VOC primer to all bare wood areas. Apply two coats of quality exterior LOW VOC paint to specified wood. All paints and primers must not exceed the following maximum VOC requirements: Flats 50 g/L; Non-flats 50 g/L; Floor 100 g/L; Anti-corrosive 250 g/L. All adhesives must comply with Rule 1168 of the South Coast Air Quality Management District. www.aqmd.gov/rules/reg/r1168.pdf All caulks and sealants must comply with Regulation 8, Rule 51, of the Bay Area Air Quality Management District (BAAQMD). All work to be done in a neat & professional manner. Use care to protect all surfaces not intended for paint coverage. Match existing colors as close as possible.</p>					
HOUSE AND ALL PORCHES					

Location Total: 27,890

Location: 3 - Basement Approx. Wall SF: 0 Ceiling/Floor SF: 0

Spec #	Spec	Quantity	Units	Unit Price	Total Price
Trade: 10 Carpentry					
2520	HANDRAIL--REPLACE INTERIOR	10.00	LF	20	200
<p>Install 2" round hardwood handrail screwed to metal handrail braces that are attached to studs with screws that enter the framing at least 1 inch, or if fastening to a masonry wall use minimum 3/8 inch diameter plastic masonry plug fasteners and compatible screws. Handrail will extend 6 inches past a line plumb with the nosing of the top tread and 6 inches past a line plumb with the nosing of the bottom tread. All edges will be eased to a smooth and rounded condition.</p>					
BASEMENT STAIRS					
2540	STAIRCASE--REPLACE BASEMENT	4.00	EA	250	1000
<p>Dispose of middle landing and last 4 steps on basement staircase and handrail. Construct an open staircase using 2"x12" pine stringers and 5/4" pine stepping stock treads. Install wood handrail, one side, 32" above tread nosing. Stringers to rest on a 2"x12" preservative treated pine sill.</p>					
MAIN STAIRCASE					
3160	DOOR--INSULATED METAL	1.00	EA	700	700
<p>Install a 6-panel, insulated metal door on the existing jamb, with entrance lockset and mortised dead bolt keyed alike. Include three 4"x 4" hinges, interlocking threshold, neoprene weatherstripping, and wide angle peepsight. Prime and topcoat.</p>					
BOTTOM OF HATCHWAY					
3595	STEPS--REPLACE EXTERIOR--RI	6.00	RI	150	900
<p>Dispose of existing steps. Construct a replacement stair unit with two 2"x 12" preservative treated pine stringers, 5/4" PTP stepping stock treads, 1x PTP risers on a solid concrete footer. Frame stairs 3' wide.</p>					
HATCHWAY STEPS					

Trade: 21 HVAC

6041	FURNACE 90+ GAS - REPLACE	1.00	EA		8,900
<p>Use the most recent version of the Air Conditioning Contractors of America (ACCA) Manual J residential load calculation tool http://www.acca.org/tech/manualj/ (calculate the load with manual J based on the post rehab building envelope), and use the most recent version of ACCA's Manual S for equipment selection. Provide both Manual J and S reports to the Owner for review and approval prior to installation. Remove existing furnace, recycle all metal components and dispose of all other materials in a code legal dump. Install a 90+ gas fired forced air furnace with minimum AFUE rating of 90% on 2" patio block to existing duct work and gas line. New furnace will have minimum limited warranties of: 20 years on heat exchangers; 5 years on parts. New furnace to be vented with PVC piping per manufacturer's specifications. Install a set</p>					

Address: 50 Dexter Street Unit: Unit 01

Location: 3 - Basement Approx. Wall SF: 0 Ceiling/Floor SF: 0

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

Trade: 21 HVAC

back thermostat with separate weekday and weekend programs, 4 settings per day, a vacation hold feature and a lighted digital display such as the Lux Model Psp511LC, vent pipe and new shut-off valve. Rework cold air return if necessary to ensure easy access, good fit and easy replacement of air filter. An exterior return air filter box or boxes shall be installed to filter all return air to the new furnace. Seal all exposed duct joints and seams with Duct Mastic. Remove all existing cloth duct tape prior to installing mastic.

Trade: 22 Plumbing

7075	WATER HEATER-50 GALLON GAS	1.00	EA	1500	1500
------	----------------------------	------	----	------	------

Remove the existing hot water heater. Install a 50 gallon, glass lined, high recovery, insulated to R-7, gas water heater with a 10 year warranty. Include pressure and temperature relief valve, discharge tube to within 6" of floor or to outside of structure, vent, thimble, and gas piping from shut-off valve to fixture. Dispose of old water heater in code legal dump.

Location Total: 13,200

Location: 4 - Attic Approx. Wall SF: 0 Ceiling/Floor SF: 0

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

Trade: 10 Carpentry

2312	SUBFLOOR-3/4"	420.00	SF	3	1260
------	---------------	--------	----	---	------

Install 3/4" tongue and groove CDX plywood decking nailed 8" on center using screw shank or cement coated nails. REPLACE ALL MISSING SUBFLOORING ON REAR SECTION OF ATTIC.

2520	HANDRAIL-REPLACE INTERIOR	16.00	LF	22.50	360
------	---------------------------	-------	----	-------	-----

Install 2" round hardwood handrail screwed to metal handrail braces that are attached to studs with screws that enter the framing at least 1 inch, or if fastening to a masonry wall use minimum 3/8 inch diameter plastic masonry plug fasteners and compatible screws. Handrail will extend 6 inches past a line plumb with the nosing of the top tread and 6 inches past a line plumb with the nosing of the bottom tread. All edges will be eased to a smooth and rounded condition. ATTIC STAIRCASE

Trade: 16 Conservation

4910	INSULATE WALL-R-19/R30 KRAFT FACED BATT	300.00	SF	83.3	2500
------	---	--------	----	------	------

After air sealing install R-19/R-30, kraft paper faced fiberglass roll insulation between studs, rafters per manufacturer's specifications, carefully fit around all mechanical and structural components so that there are no gaps, the batt is not compressed, and the cavities are completely filled. Staple flanges to the faces of the studs. Notify Owner when the installation is ready for inspection. The inspection will include spot checks for quality, pulling some of the facing away from the studs. The contractor will reinstall areas accessed for inspection. Insulation must be inspected before the wall finish is installed. ALL EXTERIOR WALLS AND CEILINGS

Trade: 17 Drywall & Plaster

5270	DRYWALL-1/2" PRIMED AND PAINTED	600.00	SF	150	900
------	---------------------------------	--------	----	-----	-----

Remove all damaged plaster off walls and ceilings. Hang, tape and 3 coat finish 1/2" drywall. Apply a 3/8" bead of low VOC drywall adhesive to each framing member and install using drywall screws min. 1 5/8 long, 8" on center. Run boards with long dimension perpendicular to framing members. Prime and paint with 2 coats low VOC latex paint. ATTIC STAIRCASE AND FRONT ROOM

Trade: 23 Electric

8105	KNOB AND TUBE WIRING	1.00	DU		900
------	----------------------	------	----	--	-----

Inspect and replace any visible knob and tube wiring throughout the Attic. Install all necessary materials so that each existing outlet, fixture, motor, switch and circuit will operate properly and will conform to local housing code. Dispose of all

Address: 50 Dexter Street Unit: Unit 01

Location: 4 - Attic Approx. Wall SF: 0 Ceiling/Floor SF: 0

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

Trade: 23 Electric

defective and unnecessary wiring. Fish all wire and patch all tear out.
ATTIC STAIRCASE AND FRONT ROOM.

Location Total: 5,920

Location: 5 - Kitchen Approx. Wall SF: 0 Ceiling/Floor SF: 0

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

Trade: 10 Carpentry

3726	CABINET - WOOD WALL-PLYWOOD	2.50	LF	<u>—</u>	<u>300</u>
------	-----------------------------	------	----	----------	------------

Install new 30" upper cabinets constructed of solid hardwood face-frames and doors. Owner will choose style & finish from those available in line proposed by contractor. Cabinets must comply with California 93120 (formaldehyde content) or all exposed edges must be sealed with a low-VOC sealant.
ABOVE KITCHEN STOVE

Trade: 23 Electric

7560	RECEPTACLE REPLACE	1.00	EA	<u>—</u>	<u>250</u>
7600	RECEPTACLE-GFCI COUNTERTOP 20 AMP	1.00	EA	<u>—</u>	<u>200</u>
7840	RANGE HOOD-RECIRCULATING	1.00	EA	<u>—</u>	<u>300</u>

Replace 2 prong ungrounded receptacle with ivory 3 prong duplex receptacle and ivory cover plate.
Install a flush mounted, ground fault circuit interrupted, ivory, duplex receptacle and ivory cover plate using copper non-metallic cable, controlled by a 20 amp circuit breaker.
REPLACE EXISTING OUTLET AT KITCHEN SINK.
Install a 30", recirculating, enameled metal range hood with light, charcoal filter, and washable grease filter using #14 copper Romex. Owner's choice of color.
ABOVE STOVE AREA

Location Total: 1050

Location: 6 - Bathroom Approx. Wall SF: 0 Ceiling/Floor SF: 0

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

Trade: 10 Carpentry

3835	ACCESSORY SET-4 PIECE CHROME	1.00	EA	<u>150</u>	<u>150</u>
------	------------------------------	------	----	------------	------------

Install a chrome plated steel bathroom accessory set consisting of two 24" towel bars, one towel ring, and a toilet paper holder.

Trade: 17 Drywall & Plaster

5355	PATCH PLASTER	10.00	SF	<u>2.50</u>	<u>250</u>
------	---------------	-------	----	-------------	------------

Cut back damaged plaster. Cut out cracks 1/4" wide in a vee joint. Renail all loose lath. Install 1/8" flat rib metal lath where wood is not reusable. Apply basecoat, allowing at least 1/16" for finish coat. After 24 hour cure, apply finish coat.
HOLES IN CEILING AREA

Trade: 19 Paint & Wallpaper

5567	PREP & PAINT VACANT ROOM w/ PAINTED TRIM-LOW VOC	1.00	RM	<u>300</u>	<u>300</u>
------	--	------	----	------------	------------

Using lead safe work practices remove & dispose of all loose material & dust prior to installation of new materials. All cracked or loose plaster is to be repaired with a bedding coat of Durabond & fiberglass mesh tape. If plaster & lath boards

Address: 50 Dexter Street	Unit: Unit 01
Location: 6 - Bathroom	Approx Wall SF: 0 Ceiling/Floor SF: 0

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

Trade: 19 Paint & Wallpaper

are loose, resecure or remove & replace with drywall patch. Sanding of any surfaces contacting or adjoining a lead-based painted surface shall be done with appropriate procedures such as using a HEPA filtered sanding vacuum or a wet sanding method. Prime as necessary to seal stains, raw plaster, etc. Paint ceilings two coats in flat ceiling white & walls in eggshell or satin finish cut-in neatly to trim & at all corners & edges. Prep trim doors and windows by de-glossing painted trim prior to painting. Apply two coats of latex semi-gloss paint to cover completely & uniformly. Colors are the choice of the owner from stock colors. All paints and primers must not exceed the following maximum VOC requirements: Flats 50 g/L; Non-flats 50 g/L; Floor 100 g/L; Anti-corrosive 250 g/L. All adhesives must comply with Rule 1168 of the South Coast Air Quality Management District. www.aqmd.gov/rules/reg/11/r1168.pdf All caulks and sealants must comply with Regulation 8, Rule 51, of the Bay Area Air Quality Management District (BAAQMD).

Trade: 20 Floor Coverings

5922	UNDERLAYMENT & LINOLEUM SHEET GOODS	64.00	SF	11.7	750
------	-------------------------------------	-------	----	------	-----

Install 1/4" underlayment grade plywood using 7d screw shank or cement coated nails, or narrow crown staples, 6" on center allowing a 1/4" gap at wall. Fill seams with a manufacturer approved filler. Install Forbo's Marmoleum or Armstrong Marmorette linoleum sheet goods, per manufacturer's most current recommendations. Owner's choice of color.

Trade: 22 Plumbing

6901	VANITY--36" COMPLETE	1.00	EA	450	450
------	----------------------	------	----	-----	-----

Install a 36" plywood vanity; including top with backsplash, wash bowl and single lever brass bodied chrome faucet with a maximum 1.5 GPM flow rate. Include PVC drain attached to a code legal plumbing vent, use type L copper or PEX supply piping with brass bodied stops on all supply lines. Seal all penetration through the floor, walls and cabinet for plumbing connections using expanding foam or caulk and cover with chrome escusion plates. Cabinets must comply with California 93120 (formaldehyde content) or all exposed edges must be sealed with a low-VOC sealant.

6958	BATHTUB/SHOWER-- FIBERGLASS TUB/SHOWER--COMPLETE	1.00	EA	2000	2,000
------	--	------	----	------	-------

Field measure and install 4 piece, tub surround kit and fiberglass tub and shower unit 54" x 30" x 72" - complete with lever operated pop up drain and overflow, PVC waste, single lever shower diverter, shower rod and tub/shower faucet - a shower head with a maximum 2.0 GPM flow rate. (note: exterior wall sections behind the tub shower unit and any plumbing penetration must be completely air-sealed prior to installation). Per installation instructions set basin area in 1" to 2" of mortar cement.

7012	COMMODO--REPLACE--1.28 GPF COMPLETE	1.00	EA	420	420
------	-------------------------------------	------	----	-----	-----

Remove existing toilet. Install a maximum 1.28 GPF white WaterSense® Certified, vitreous china commode tested through the latest edition of the "Maximum Performance" (MaP) testing project that has shown to score 800 or better on the MaP Flush Performance test (grams of solid waste removed in a single flush), such as the American Standard FloWise Compact Cadet 3 EL 2568.128. See the following link for the MaP Test Results: <http://www.cuwcc.org/WorkArea/showcontent.aspx?id=14058>
Include a manufacturer's approved plastic or pressed wood white seat, supply pipe, shut-off valve, and wax seal.

Trade: 23 Electric

7725	LIGHT FIXT REPL--PULL CHAIN	1.00	EA		200
------	-----------------------------	------	----	--	-----

Install energy efficient pull chain light fixture globe on wall fixture above sink.
ABOVE BATHROOM SINK.

7821	FAN/LIGHT FIXTURE--CONTINUOUS MODULATING-MOTION DETECTOR SWITCH	1.00	EA		580
------	---	------	----	--	-----

Remove existing bath fan. Install a ENERGY STAR qualified Fan/Light fixture with a modulating DC motor capable of 80 CFM operating at less than .3 Sones, switched by a built in motion detector and night light, the capacity to run continuously at a preset CFM rating, a time delay feature for the boost setting, vented w/ damper to exterior. Install 4" galvanized metal duct (not flex duct) and vent to the exterior ideally through a wall or gable end using a 4" hooded vent with damper. All duct seams and connections shall be sealed with duct mastic. Insulate the ductwork with vinyl or foil faced R 8 minimum duct insulation. Repair any damage to the ceiling installation and air seal fan/light assembly to the ceiling with low VOC caulk. Set the continuous level of ventilation to meet ASHRAE 62.2 and set the time delay switch to 20 minutes.
ABOVE NEW SHOWER UNIT

Address: 50 Dexter Street

Unit: Unit 01

Location Total:

5,100

Location: 7 - Interior

Approx Wall SF: 0

Ceiling/Floor SF: 0

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

Trade: 10 Carpentry

3065 DOOR-REWORK EXTERIOR

1.00 EA

1,100

Repair loose or missing door hinges on main entry door for smoothly operating door and lock set.

FRONT ENTRY DOOR

Trade: 20 Floor Coverings

5970 CARPET AND PAD

44.00 SY

21-

924

Install FHA approved, nylon, plush carpet over a 1/2" medium density rebond pad w/ a minimum of seams. Stretch carpet to eliminate puckers, scallops & ripples. Include tackless strips, metal edge strips, and mending tape to cover entire floor including closets. Carpet and pad material allowance \$12.50/sy. Owner's choice of in-stock color and pattern.

FRONT AND REAR BEDROOM

Trade: 23 Electric

7560 RECEPTACLE REPLACE

10.00 EA

65

650

Replace all 2 prong non grounded receptacles with ivory GFCI receptacles and ivory cover plate.

ALL BEDROOMS, LIVING ROOM, DINING ROOM, HALLWAY

7565 INSTALL RECEPTACLE-15 AMP

4.00 EA

90

360

Install an ivory, duplex, 15 amp receptacle and ivory cover plate at least 15" above floor level using copper 12-3 non-metallic (NM) cable. Fish wire and repair all tear out.

(2) LIVING ROOM AND (2) DINING ROOM AREAS

Location Total:

3,034

Unit Total for 50 Dexter Street, Unit Unit 01:

69,699

Address Grand Total for 50 Dexter Street:

69,699

Bidder:

Georges Renovations

155 Brookdale Dr.

Springfield Mass. 01104

MORTGAGE

City of Springfield Healthy Homes Rehabilitation Program

THIS MORTGAGE is made as of May 14th, 2019, between Deborah Caraballo, whose address is 50 Dexter Street ("**Borrower**"), and the **City of Springfield**, a municipal corporation with the address 36 Court Street, Springfield, Massachusetts ("**City**").

WHEREAS, the Borrower and the City entered into a **HEALTHY HOMES REHABILITATION PROGRAM AGREEMENT** dated May 14, 2019 in the sum of \$70,749.00 (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 50 Dexter Street in Springfield, Massachusetts and described on the attached **Schedule B** (the "**Mortgaged Property**").

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

1. **Purpose.** This Mortgage and the Note are to secure a loan made by the City to the Borrower for the purpose of making home improvements to the Mortgaged Property, as detailed in the **Work Write-Up Specifications** dated 3/20/2019. The Borrower is responsible for making the improvements, and the City shall only make payment of Principal for such improvements as it inspects and verifies that the improvements have been completed.
2. **Conditions of the Loan.**
 - a. **Due Upon Sale or Transfer.** If the Borrower sells or transfers the Mortgaged Property before the final maturity date, the amount of the loan still owing at the time of sale or transfer will be immediately due and payable to the City.
 - b. **Owner Occupancy.** If the Borrower is an owner-occupant at the time this loan is entered into, the Borrower must continue to live in the Mortgaged Property as his/her principal place of residence during the term of the loan.
 - c. **Rental Unit Affordability.** If the Borrower (including a Borrower who lives in one unit of a multi-unit property) rents out units in the Mortgaged Property to

others, the Borrower must rent all units in the Mortgaged Property to households with income at or below 80% of the area median income¹ during the term of the loan.

3. Terms of the Loan

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

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

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

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

8. **Property Insurance.**

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

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

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

9. **Rights of City as Lender.** If the Borrower fails to carry out the covenants and agreements set forth in this mortgage, the City may do and pay for whatever is necessary to protect the value of and the City's rights in the property, and any amounts so paid shall be added to the Principal amount due to the City hereunder
10. **Inspection.** The City shall have the right to inspect the Mortgaged Property from time to time at any reasonable hour of the day.
11. **Acceleration upon Default.** If any condition of this Mortgage shall be in default, the entire outstanding balance of the Principal Amount shall become immediately due and payable at the option of the City. The City shall be entitled to collect all costs and expenses, including reasonable attorney's fees incurred. If the City exercises its option to require immediate payment of the balance of funds secured by this Mortgage, the City shall give Borrower notice of acceleration. This notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all remaining sums secured by the Mortgage.

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

- a. The Borrower's nonperformance of any covenant, agreement, term, or condition of this Mortgage or of the Note, after the Borrower has been given due notice by the City of such nonperformance;
 - b. The Borrower's failure to perform any covenant, agreement, term, or condition in any Mortgage or instrument creating a lien upon the Mortgaged Property, which lien shall have priority over the lien of this mortgage;
 - c. The City's discovery that the Borrower failed to disclose in the Borrower's application for funds any fact deemed to be material by the City, or that the Borrower made any misrepresentations in the application or in any agreements entered into between the Borrower and the City (including but not limited to, the Note and this Mortgage);
 - d. The sale, lease or other transfer of any kind or nature of the Mortgaged Property, or any part thereof, without the prior written consent of the City.
12. **No waiver.** No party shall be deemed to have waived any provision of this Mortgage or the exercise of any rights under this Mortgage unless such waiver is made expressly and

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

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

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

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

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

15. No Assignment of Rents.

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

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

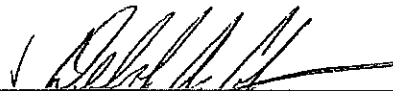
- 17. Waiver of Homestead Exemption.** The Borrower hereby waives the benefit of all homestead exemptions, as to the debt secured by this Mortgage and as to any expenditure for insurance, taxes, levies, assessments, dues or charges incurred by the City pursuant to any provision of this Mortgage.

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

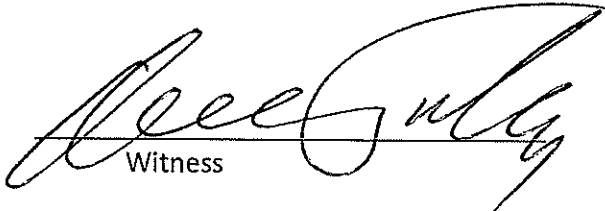
19. **Joint and several liability.** If the Borrower, as defined herein, consists of two or more parties, this Mortgage shall constitute a grant and mortgage by all of them jointly and severally, and they shall be obligated jointly and severally under all the provisions hereof and under the Note.

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

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

BY: 

Deborah Caraballo
A.



Witness

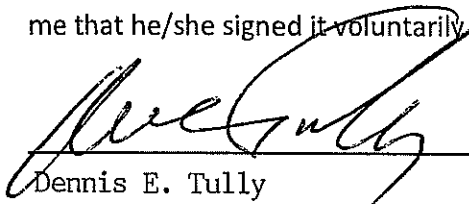
Commonwealth of Massachusetts

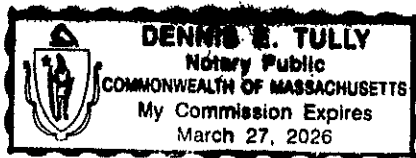
Hampden, ss

.2019

May 14, 2019

On _____, before me, the undersigned notary public, personally appeared, Deborah A. Caraballo proved to me through satisfactory evidence of identification, which was Massachusetts 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).
Dennis E. Tully



Notary Public: Dennis E. Tully
My Commission Expires: 3/27/26

The note secured by this Mortgage has:

A principal sum of \$70,749.00

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

The sum of \$70,749.00 with interest thereon at a rate of Zero (0.00%) per annum, is due and payable upon sale, lease or other transfer of any kind of the above-referenced property, or any part thereof without the prior written consent of the City, other than a transfer by will or by operation of the laws of descent and distribution.

SCHEDULE A
PROMISSORY NOTE

Springfield, Massachusetts

Property Address: 50 Dexter Street, Springfield, MA 01105

1. BORROWERS' PROMISE TO PAY

A.
In return for a loan that I have received, I, Deborah Caraballo ("Borrower"), promise to pay \$70,749.00 (this amount is called "Principal"), without interest, to the **City of Springfield**, a Massachusetts municipal corporation with a usual address of 36 Court Street, Springfield, Massachusetts 01103 ("City").

2. INTEREST

Interest will not be charged on unpaid principal.

3. TIME AND PLACE OF PAYMENTS

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

4. BORROWER'S RIGHT TO PREPAY

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

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

6. BORROWER DEFAULT

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

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

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

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

7. GIVING OF NOTICES

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

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

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

with a copy simultaneously mailed by first class mail to:

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

8. OBLIGATIONS OF PERSONS UNDER THIS NOTE

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

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

9. WAIVERS

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

10. UNIFORM SECURED NOTE

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

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

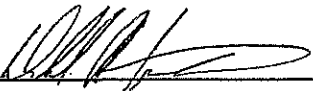
Owner Occupancy. If the Borrower is an owner-occupant at the time this loan is entered into, and the Borrower ceases to live in the Mortgaged Property as his/her principal place of residence during the term of the loan, the City may, at its option, require immediate payment in full of all sums secured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

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

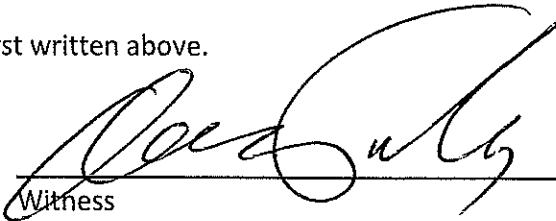
If the City exercises its option to require immediate payment of the balance of funds secured by the Mortgage, the City shall give Borrower notice of acceleration. This notice shall provide a

period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all remaining sums secured by the Mortgage.

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



Deborah Caraballo
A.




Witness

Witness

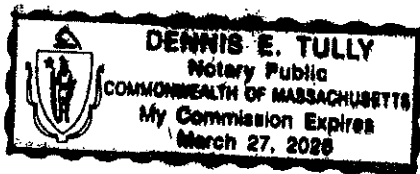
COMMONWEALTH OF MASSACHUSETTS

HAMPDEN, SS

On this 14th day of May, 2019, before me, the undersigned Notary Public, personally appeared the above-named Deborah A. Caraballo, 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 she executed the same as ~~his~~ free act and deed.
her



Notary Public Dennis E. Tully
My Commission Expires: 3/27/~~19~~ 2026



SCHEDULE B
PROPERTY DESCRIPTION

Certain real estate situated in Springfield, Hampden County, Massachusetts, bounded and described as follows:

- SOUTHERLY by Dexter Street fifty-one and 00/100 (51.00) feet;
- WESTERLY by land now or formerly of Sydney B. Hillard, et ux, one hundred ten and no/100 (110.00) feet;
- NORTHERLY by Lot #37 (thirty-seven) and #36 (thirty-six) shown on a plan of lots hereinafter mentioned fifty-one (51) feet; and
- EASTERLY by land now or formerly of Charlotte M. McKillop one hundred ten and no/100 (110.00) feet.

BEING lot #29 (twenty-nine) as shown on a plan of lots recorded in the Hampden County Registry of Deeds in Book of Plans 446, page 601, except the Easterly five and no/100 (5.00) feet thereof.

The premises known as 50 Dexter Street, Springfield, Hampden County, Massachusetts is part of the "Maple Hill Historic District". Refer to plans recorded in the Hampden County Registry of Deeds in Book of Plans 173, Pages 68 and 69. Subject to restrictions pertaining to Springfield Historic District Properties, if applicable.

BEING the same premises conveyed to the grantor herein by deed of John Christman dated December 29, 2016 and recorded at the Hampden County Registry of Deeds in Book 21516, Page 251.

*-SUBJECT TO MORTGAGE TO M.E.R.S. F/B/O
FAIRWAY INDEPENDENT MORTGAGE CORPORATION
DATED DECEMBER 30, 2016 AND RECORDED IN
H.C.R.D. BOOK 21516 PAGE 253 AND NOW HELD
BY PNC BANK BY AN ASSIGNMENT OF MORTGAGE
DATED AUGUST 31, 2018 AND RECORDED IN
H.C.R.D. BOOK 22437 PAGE 267.*

PROMISSORY NOTE

Springfield, Massachusetts

Property Address: 50 Dexter Street, Springfield, MA 01105

1. BORROWERS' PROMISE TO PAY

A.
In return for a loan that I have received, I, Deborah Caraballo ("Borrower"), promise to pay \$70,749.00 (this amount is called "Principal"), without interest, to the City of Springfield, a Massachusetts municipal corporation with a usual address of 36 Court Street, Springfield, Massachusetts 01103 ("City").

2. INTEREST

Interest will not be charged on unpaid principal.

3. TIME AND PLACE OF PAYMENTS

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

4. BORROWER'S RIGHT TO PREPAY

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

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

6. BORROWER DEFAULT

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

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

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

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

7. GIVING OF NOTICES

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

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

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

with a copy simultaneously mailed by first class mail to:

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

8. OBLIGATIONS OF PERSONS UNDER THIS NOTE

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

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

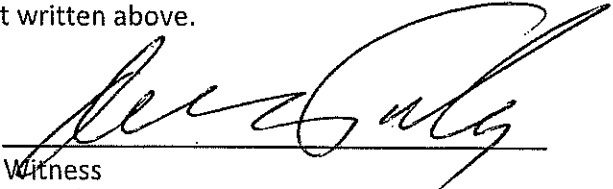
Rental Unit Affordability. If the Borrower (including a Borrower who lives in one unit of a multi-unit property) rents out units in the Mortgaged Property to others, and the Borrower rents units to households with income above 80% area median income, the City may, at its option, require immediate payment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



Deborah Caraballo
A.



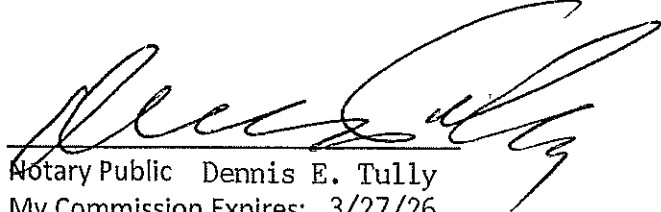
Witness

Witness

COMMONWEALTH OF MASSACHUSETTS

HAMPDEN, SS

On this 14th day of May, 2019, before me, the undersigned Notary Public, personally appeared the above-named Deborah A. Caraballo, 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 Dennis E. Tully
My Commission Expires: 3/27/26

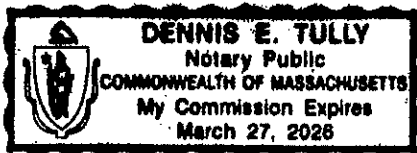


Exhibit E:
SECTION 3 CLAUSE

"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).