

**CITY OF SPRINGFIELD
HEALTHY HOMES PROGRAM**

**REHABILITATION LOAN AGREEMENT
FOR INVESTOR-OWNERS**

Whereas, the City of Springfield ("City") is providing financial assistance to Dean Kibbe ("Borrower") from the Healthy Homes Program in the amount of Sixty-Eight Thousand, Five Hundred & 00/100 Dollars (\$68,500.00) to fund rehabilitation of the home located at 78 Florence Street, according to the terms of the agreed-upon Specs by Location/Trade, dated October 23, 2019 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, ten-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 10% per full year, plus 45 days until it is 100% forgiven after ten years, plus 45 days.

Rental to Income-Eligible Household

The Borrower must rent the unit(s) to an income-eligible household for a period of ten years, plus 45 days, following final payment to the contractor. In the event that the Borrower fails to make the unit(s) available to an income-eligible household for the ten-year loan term referenced above, the entire sum of the loan will become immediately due and payable.

The Borrower understands that if, during the ten-year loan term, part or all of the property is sold, transferred, 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.

Income-Eligibility

Income-eligible households are those with income at or below 80% area median income (AMI). 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 26th day of February, 2020.

Dean Kibbe

Dean Kibbe
Borrower

26451815-530105-64516 \$64,000.00

26881801-530105-68800 \$ 4,500.00

Approved as to Appropriation:

Robert P. Dery

Office of Housing
CITY OF SPRINGFIELD

Approved as to Form:

Jimmy D. P. 3-23-2020
Office of Comptroller
CITY OF SPRINGFIELD

[Signature]
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 A
Healthy Homes Rehab Project Budget

Homeowner/Borrower: Dean Kibbe

Project Address: 78 Florence Street, Springfield, MA 01105

Cost Description	Project Budget
General Rehab	\$ 50,110
Lead Abatement	\$ 4,500
Initial Rehab Contract	\$ 54,610
Initial Lead Inspection	\$ 275
Lead Reinspection	\$ 250
Healthy Homes Total	\$ 55,135
Storage Containers (1 per unit)	\$ 700
Relocation	\$ 3,000
Legal Fees	\$ 730
Total, including Administrative	\$ 59,535
Contingency 15%	\$ 8,935
Contract Grand Total	\$ 68,500

Exhibit B

SPECS BY LOCATION/TRADE

10/23/2019

Pre-Bid Site Visit: _____
Bidding Open Date: _____
Bidding Close Date: _____
Initial: _____

Case Number: Dean Kibbe
Project Manager: Nigel Greaves
Phone: _____

Address: 78 Florence 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

1.00 DU

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 Dean Kibbe
Applicant Date Applicant Date

14 CONTRACTOR ACCEPTS SCOPE OF WORK

1.00 DU

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 _____ & referred to as Exhibit 1. The contractor shall initial & date each page of the WWU.

Contractor Date

28 VENTILATION--ASHRAE 62.2-GENERAL REQUIREMENTS

1.00 GR

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/tr-0502-review-of-residential-ventilation-technologies/

30 WALL NAMING PROTOCOLS

1.00 EA

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.

31 CONSTRUCTION DEFINITIONS

1.00 GR

"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.

32 SUBSTITUTION APPROVAL PROCESS

1.00 GR

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.

34 LINE ITEM BREAKDOWN

1.00 DU

The apparent winning bidders shall provide the owner with a line item cost breakdown within 3 working days of a request.

35 VERIFY QUANTITIES/MEASUREMENTS

1.00 GR

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.

Address: 78 Florence 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	1.00	AL	500.00	500.00
<p>The contractor shall apply for, pay for, obtain and forward copies of the following indicated permits to the agency: _____ Plumbing; _____ Electric; <input checked="" type="checkbox"/> HVAC; <input checked="" type="checkbox"/> Building; <input checked="" type="checkbox"/> Zoning; _____ Lead Abatement; <input checked="" type="checkbox"/> Asbestos Abatement.</p> <p>CONTRACTORS MUST CHECK OFF ALL PERMITS THAT APPLY TO PROJECT.</p>					
45	CONTRACTOR PRE-BID SITE VISIT	1.00	DU	_____	_____
<p>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.</p>					
55	WORK TIMES	1.00	GR	_____	_____
<p>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.</p>					
77	NEW MATERIALS REQUIRED	1.00	GR	_____	_____
<p>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.</p>					
78	WORKMANSHIP STANDARDS	1.00	GR	_____	_____
<p>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.</p>					
85	CLOSE-IN INSPECTIONS REQUIRED	1.00	GR	_____	_____
<p>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.</p>					
90	1 YEAR GENERAL WARRANTY	1.00	DU	_____	_____
<p>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.</p>					
120	FINAL CLEAN	1.00	AL	_____	_____
<p>Remove from site all construction materials, tools and debris. Sweep clean all exterior work areas. Vacuum all interior work areas, removing all visible dust, stains, labels and tags. Clean all windows referenced in specifications.</p>					
9008	ENVIRONMENTAL REHAB--RRP REQUIREMENTS	1.00	GR	_____	_____
<p>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.</p>					

Trade: 9 Environmental Rehab

9002	APPLICABLE LEAD-SPECIFIC DEFINITIONS	1.00	GR	_____	_____
<p>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</p>					

Address: 78 Florence 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

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

9020	LEAD-BASED PAINT REGULATIONS - FEDERALLY FUNDED HOUSING REHABILITATION	1.00	GR	5500.00	4500.00
------	--	------	----	---------	---------

Per HUD Regulation 24 CFR Part 35: the contractor must conform to the Lead-based paint requirements for rehabilitation in the appropriate category listed below, based on the amount of rehabilitation assistance provided.

1. When the Federal Rehabilitation Assistance is \$1 to \$5,000 per unit:
 - a. The Contractor shall implement safe work practices during rehabilitation work in accordance with Sec. 35.1350 and repair any paint that is disturbed.
 - b. After completion of any rehabilitation disturbing painted surfaces, each work site must pass a clearance examination in accordance with Sec. 35.1340. Neither Clearance nor Lead Safe Work Practices are required if rehabilitation does not disturb painted surfaces of a total area of more than 20 SF on exterior, 2 SF per interior room or 10% of a small component.
2. When the Federal Rehabilitation Assistance is \$5,001 to \$25,000 per unit:
 - a. The contractor shall perform interim controls, in accordance with Sec. 35.1330, of all identified or presumed lead-based paint hazards.
 - b. The contractor shall implement safe work practices during rehabilitation work in accordance with Sec. 35.1350, and repair any paint that is disturbed.
 - c. The entire unit shall pass a clearance examination in accordance with Sec. 35.1340.
3. When the Federal Rehabilitation Assistance is more than \$25,000 per unit:
 - a. The contractor shall abate all identified or presumed lead-based paint hazards in accordance with Sec. 35.1325.
 - b. The contractor shall implement safe work practices during rehabilitation work in accordance with Sec. 35.1350 and repair any paint that is disturbed.
 - c. The entire unit shall pass a clearance examination in accordance with Sec. 35.1340.

Location Total: 5000.00

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

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

Trade: 6 Concrete & Paving

902	CONCRETE FLATWORK--SIDE WALKS	112.00	SF	1500.00	1500.00
-----	-------------------------------	--------	----	---------	---------

The Contractor shall demo existing damaged sidewalks, construct new sidewalks that shall be a minimum of Thirty Six inches (36") in width, with a minimum thickness of FOUR (4) inches. All concrete shall contain 3% entrained air, exhibit 2200 psi at 28 days and have a slump less than 4.5 A gravel or sand base must be compacted to 90%. Install control joints at 3 intervals, and seams are required. Finished area shall drain water away from house and be free of vandalism.
 LEFT SIDE OF HOUSE NEAR SIDE PORCH

Trade: 9 Environmental Rehab

9456	VINYL SLIDING - DOUBLE GLAZED WINDOW	1.00	EA	450.00	450.00
------	--------------------------------------	------	----	--------	--------

Field measure, fabricate and install a dual glazed, thermal break, vinyl sliding replacement window including all necessary painting, caulk, trim and screen. Clean glass.

REPLACE EXISTING FRONT SLIDER WINDOW ON 2ND FLOOR PORCH

9477	VINYL BASEMENT WINDOW	4.00	EA	550.00	550.00
------	-----------------------	------	----	--------	--------

After establishing any required floor containment with polyethylene sheeting, wet mist, remove, wrap in polyethylene sheeting and dispose of entire basement window and jamb. Reframe opening with 2" x 8" casing and install an awning or

Address: 78 Florence Street Unit: Unit 01

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

Spec #	Spec	Quantity	Units	Unit Price	Total Price
Trade: 9	Environmental Rehab				
	slider type single glazed window with a piggyback storm window. Retrim opening with 1" x 4" casing. Prime and top coat wood with premium acrylic latex. RIGHT SIDE OF HOUSE (DRIVEWAY SIDE)				
Trade: 10	Carpentry				
2520	HANDRAIL--REPLACE INTERIOR	5.00	LF	<u>150.00</u>	<u>150.00</u>
	Install 2" round hardwood handrail screwed to metal handrail braces that are attached to existing railing 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. SIDE PORCH STEPS				
3183	CREATE NEW EXTERIOR DOOR OPENING -- ENERGY STAR	1.00	EA	<u>1750.00</u>	<u>1750.00</u>
	Remove existing double doors. Create an opening in the existing wall to accommodate a new 36" prehung door unit. Frame opening as needed with wood and steel to provide fastening for the prehung door and support for the opening. Install a ENERGY STAR certified 36" insulated prehung Fiberglass door, with 2 lites or fanlite, clear low e glass, a passage latch and double cylinder dead bolt keyed to match the deadbolts of other exterior doors. FRONT ENTRY DOOR				
3210	STORM DOOR--ALUMINUM	1.00	EA	<u>250.00</u>	<u>250.00</u>
	Install an aluminum combination storm and screen door with white baked enamel aluminum finish and top chain. FRONT PORCH				
3510	PORCH CEILING--VINYL BEADED BOARD	70.00	SF	<u>800.00</u>	<u>800.00</u>
	Dispose of damaged ceiling material. Install vinyl, solid, simulated beaded T&G ceiling material. Include all trim. 2ND FLOOR PORCH				
3575	PORCH REPAIR--CUSTOM	1.00	AL	<u>850.00</u>	<u>850.00</u>
	Remove existing damaged flooring and repair any damage members. Install new 1/2" plywood decking to floor and repair all peeling paint on upper trim and lower walls. 2ND FLOOR FRONT PORCH				
3590	STEPS--REPL EXTERIOR	3.00	EA	<u>900.00</u>	<u>900.00</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 on both sides 32" above tread nosing. Graspable hand railing with balusters recommended. DEMO FRONT STEPS.				
3605	DOOR--METAL BASEMENT HATCHWAY	1.00	EA	<u>1000.00</u>	<u>1000.00</u>
	Remove existing metal door and repair bulkhead. Install a metal basement hatchway door such as "Bilco" to cover the exterior stair and door over exterior basement steps per manufacturer's instructions to provide waterproof and secure protection.				
Trade: 15	Roofing				
4546	EPDM--FULLY ADHERED	2.00	SQ	<u>1100.00</u>	<u>1100.00</u>
	Clean all loose materials off of roof and repair any damaged decking. Install manufacturers approved underlayment board. Install a 60 mil EPDM single ply membrane with adhesive per manufacturer's specs. All membrane flashing, metal flashings and counter flash cones, as well as installation procedure to follow manufacturer's specs. FRONT PORCH ROOFS.				
4567	ROOF--REPAIR MISSING ROOFING ON CORNICE	1.00	AL	<u>800.00</u>	<u>800.00</u>
	Replace any missing sheathing, install necessary underlayment, drip edge and finished roofing. The finished repair will be				

Address: 78 Florence Street

Unit: Unit 01

Location: 2 - Exterior

Approx. Wall SF: 0

Ceiling/Floor SF: 0

Spec #	Spec	Quantity	Units	Unit Price	Total Price
Trade: 15 Roofing					
water tight.					
REAR LEFT CORNICE					
4635	GUTTER--5" SEAMLESS ALUMINUM	120.00	LF	960.00	960.00
Dispose of gutter. Install 5", K-type, seamless, .027 gauge aluminum gutter to service roof. White or brown color choice by owner.					
4640	DOWNSPOUT--5" SEAMLESS ALUMINUM	140.00	LF	560.00	560.00
Dispose of existing downspout. Install 5", square, seamless, .027 gauge, white, aluminum downspout. Strap at least 3' on center.					
Trade: 23 Electric					
8165	ENTRANCE LIGHT FIXTURE--REPLACE	1.00	EA	70.00	70.00
Remove damaged light fixture and replace with an exterior, waterproof, single bulb fixture. \$20 fixture allowance.					
SIDE PORCH					
Location Total:					11690.00

Location: 3 - Basement

Approx. Wall SF: 0

Ceiling/Floor SF: 0

Spec #	Spec	Quantity	Units	Unit Price	Total Price
Trade: 10 Carpentry					
2510	TREAD REPLACEMENT--INTERIOR	1.00	EA	650.00	650.00
Chisel out damaged tread. Install nailers on each stringer for replacement tread. Install 5/4" pine stepping stock tread with glue and screw shank nails.					
BASEMENT STEPS					
3160	DOOR--INSULATED METAL	1.00	EA	1100.00	1100.00
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.					
AT BASEMENT STEPS					
Trade: 16 Conservation					
4957	SEAL AND INSULATE--CRAWL SPACE	520.00	SF	6800.00	6800.00
Remove all debris from area. Level all dirt in area and install a 6 mil poly vapor barrier on ground in crawl space and up foundation walls to the top of the masonry leaving an inspection gap of 3 inches between the lowest wood component and the plastic. Fasten the plastic to the masonry wall with mechanical fasteners and large washers and seal the plastic to the masonry with Low VOC caulking rated to adhere plastic. Overlap seams in the plastic by 2 feet and seal the seams with fiberglass mesh tape and mastic. The end product will provide a water and air tight seal between the interior of the crawl space and the walls and floor of the crawl space and all penetrations including but not limited to those created by plumbing, electrical and HVAC equipment will be sealed tight. After the plastic vapor barrier has been inspected and approved by the Owner install a minimum R13 of Dow THERMAX foam board on the outside walls of the crawl space sealing the seams between the boards with foil tape approved by Dow for use with THERMAX. The layer of THERMAX shall be complete without voids and any gaps shall be sealed with polyurethane foam sealant.					
Trade: 21 HVAC					
6240	OIL TANK--275 GALLONS	1.00	EA	3000.00	3000.00
Disconnect and dispose of oil tank to code legal dump. Remove fill and supply pipes from foundation wall and seal openings.					
6243	OIL BOILER--REPLACE	1.00	EA	10500.00	10500.00

Address: 78 Florence 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				

Replace existing Oil boiler with a new Oil boiler. Size & install a gas fired, cast iron, jacketed boiler, connected to the distribution piping & baseboard convectors that service the entire house. Installation includes all power & control wiring, a set back thermostat, expansion tank, one circulation pump, water & gas supply & flue piping. Install an automatic feed and low water cutoff valve. McDonell-Miller or preapproved equal. Install new protected oil supply line from boiler to oil tank. Installation required to maintain 70F. indoor temperature when outdoor temperature is -10 F. Min. AFUE rating 84.

NEW AUTOMATIC WATER FEEDER AND PROTECTED OIL SUPPLY LINE MUST BE INCLUDED IN PRICE.

Trade: 22 Plumbing

7070	WATER HEATER--40 GALLON GAS	1.00	EA	1100.00	1100.00
Install a 40 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: 23150.00

Location: 4 - Attic

Approx. Wall SF: 0

Ceiling/Floor SF: 0

Spec #	Spec	Quantity	Units	Unit Price	Total Price
Trade: 1	General Requirements				

37	ELECTRICAL PERMIT REQUIRED	1.00	EA	500.00	500.00
Prior to the start of work, the contractor shall create any documentation necessary to apply for, pay for and receive an electrical permit on behalf of the owner.					

Trade: 10 Carpentry

2510	TREAD REPLACEMENT--INTERIOR	1.00	EA	650.00	650.00
Chisel out damaged tread. Install nailers on each stringer for replacement tread. Install 5/4" pine stepping stock tread with glue and screw shank nails.					

ATTIC STEPS

2520	HANDRAIL--REPLACE INTERIOR	10.00	LF	200.00	200.00
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 STEPS

Trade: 23 Electric

7430	CERTIFY ELECTRIC DISTRIBUTION	1.00	AL	600.00	600.00
Electrician shall inspect all exposed wiring, motors, fixtures and devices for malfunction, shorts and housing code compliance. Non-functioning and dangerous equipment and wiring shall be replaced with Romex wire, ivory devices and fixtures, with \$20 per fixture allowance. The service panel shall conform to the BOCA Existing Structures code.					

ATTIC AREA

7740	LIGHT FIXTURE AND SWITCH	1.00	EA	250.00	250.00
Install a ceiling mounted, UL approved, 2 bulb light fixture (\$20 material allowance) controlled by an ivory switch with a ivory cover located at the strike side of the door. Fish wire and repair all tear out.					

ON ATTIC STEPS

Location Total: 2200.00

Location: 5 - Kitchens

Approx. Wall SF: 0

Ceiling/Floor SF: 0

Address: 78 Florence Street		Unit: Unit 01	
Location: 5 - Kitchens		Approx. Wall SF: 0	Ceiling/Floor SF: 0

Spec #	Spec	Quantity	Units	Unit Price	Total Price
Trade: 10 Carpentry					
2980	WINDOW--VINYL DBL HNG DBL GLZ	2.00	EA	600.00	600.00
Field measure, order and install a vinyl, double hung, double glazed, one-over-one window and jamb including screen, caulk, interior casing and exterior trim. Install half screen.					
2ND FLOOR KITCHEN					
3716	CABINET - WOOD BASE-PLYWOOD	2.50	LF	1100.00	1100.00
Install 30" base cabinets constructed of solid hardwood face-frames, doors and draw fronts with 1/2" plywood carcasses & floors. Drawer boxes shall be plywood, joined using metal or plastic corner bracing. Install "D" shaped pulls on all doors and drawers even when finger grooves exist. 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.					
1ST FLOOR KITCHEN ABOVE STOVE AREA					
3765	COUNTER TOP--CUSTOM	10.00	LF	600.00	600.00
Secure existing counter tops to base cabinets.					
1ST FLOOR KITCHEN					

Trade: 23 Electric					
7595	RECEPTACLE--GFCI COUNTERTOP 15 AMP	1.00	EA	50.00	50.00
Install a flush mounted, ground fault circuit interrupted, ivory, duplex receptacle and ivory cover plate.					
REPLACE DEFECTIVE GCI OUTLET THAT WONT RESET OR TRIP.					
7730	LIGHT FIXTURE--REPLACE	1.00	EA	80.00	80.00
Replace defective recessed ceiling light fixture with similar light fixture.					
1ST FLOOR KITCHEN					
7840	RANGE HOOD--RECIRCULATING	1.00	EA	450.00	450.00
Install a 30", recirculating, enameled metal range hood with light, charcoal filter, and washable grease filter. Owner's choice of color.					
1ST FLOOR KITCHEN					
Location Total:					2880.00

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

Spec #	Spec	Quantity	Units	Unit Price	Total Price
Trade: 10 Carpentry					
2980	WINDOW--VINYL DBL HNG DBL GLZ	1.00	EA	300.00	300.00
Field measure, order and install a vinyl, double hung, double glazed, one-over-one window and jamb including screen, caulk, interior casing and exterior trim. Install half screen.					
2ND FLOOR BATHROOM					
3345	DOOR--FLUSH INT, HOLLOW CORE	2.00	EA	150.00	150.00
Install flush, hollow core, masonite door on existing jamb. Include privacy lockset and 2 butt hinges.					
2ND FLOOR BATHROOM					
Trade: 23 Electric					
7590	RECEPTACLE--GFCI BATH	1.00	EA	50.00	50.00
Install a flush mounted, ground fault circuit interrupted ivory duplex receptacle with ivory cover plate.					
1ST FLOOR BATHROOM (DEFECTIVE OUTLET)					

Address: 78 Florence Street Unit: Unit 01

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

Spec #	Spec	Quantity	Units	Unit Price	Total Price
Trade: 23	Electric				

7821	FAN/LIGHT FIXTURE--CONTINUOUS MODULATING-MOTION DETECTOR SWITCH	1.00	EA	450.00	450.00
------	--	------	----	--------	--------

Install a ceiling mounted, 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.

2ND FLOOR BATHROOM

Location Total: 950.00

Location: 7 - Interior Approx. Wall SF: 0 Ceiling/Floor SF: 0

Spec #	Spec	Quantity	Units	Unit Price	Total Price
Trade: 10	Carpentry				

2980	WINDOW--VINYL DBL HNG DBL GLZ	5.00	EA	1500.00	1500.00
------	-------------------------------	------	----	---------	---------

Field measure, order and install a vinyl, double hung, double glazed, one-over-one window and jamb including screen, caulk, interior casing and exterior trim. Install half screen.

FOLLOWING LOCATIONS:

1ST FLOOR--
MIDDLE LEFT BEDROOM (1)

2ND FLOOR--
LIVING ROOM (2)
MIDDLE BEDROOM (2)

3345	DOOR--FLUSH INT, HOLLOW CORE	5.00	EA	750.00	750.00
------	------------------------------	------	----	--------	--------

Install flush, hollow core, masonite door on existing jamb. Include privacy lockset and 2 butt hinges.

FOLLOWING LOCATIONS:

1ST FLOOR--
MIDDLE RIGHT BEDROOM (1)
REAR BEDROOM (1)

2ND FLOOR--
FRONT BEDROOM (1)
DINING ROOM (1)
REAR BEDROOM (1)

3350	DOOR--PANELED INT, SOLID CORE	3.00	EA	1100.00	1100.00
------	-------------------------------	------	----	---------	---------

Install a solid pine, 6-panel door on existing jamb. Include privacy lockset and 2 butt hinges.

FOLLOWING LOCATIONS:

1ST FLOOR--
OFFICE LEADING TO BASEMENT (1)
MIDDLE LEFT (1)

2ND FLOOR--
LIVING ROOM LEADING TO HALLWAY.

Trade: 19	Paint & Wallpaper				
5567	PREP & PAINT VACANT ROOM w/ PAINTED TRIM-LOW VOC	1.00	RM	850.00	850.00

Address: 78 Florence Street Unit: Unit 01
 Location: 7 Interior Approx Wall SF: 0 Ceiling/Floor SF: 0

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

Trade: 19 Paint & Wallpaper

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 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/reg11/r1168.pdf All caulks and sealants must comply with Regulation 8, Rule 51, of the Bay Area Air Quality Management District (BAAQMD).

2ND FLOOR REAR BEDROOM CLOSET

Trade: 23 Electric

7565	INSTALL RECEPTACLE--15 AMP	1.00	EA	<u>40.00</u>	<u>40.00</u>
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.					
1ST FLOOR FRONT BEDROOM					

8145	ELECTRIC--2/3 PRONG OPEN GROUND RECEPTACLES	30.00	EA	<u>4500.00</u>	<u>4500.00</u>
Have a licensed electrician inspect/test and replace all 2-prong ungrounded outlets and repair/replace all 3 prong open ground outlets thru out house.					

FOLLOWING LOCATIONS: (BOTH FLOORS)
 1ST FLOOR—
 LIVING ROOM (1) 2P
 HALL (1) 2P
 MIDDLE BEDROOM (1) 2P
 OFFICE (3) 2P (1) 3P
 2ND FLOOR—
 LIVING ROOM (2) 2P
 LAUNDRY ROOM (3) 2P
 FRONT BEDROOM (3) 2P (1) 3P
 DINING ROOM (4) 2P (1) NO POWER
 MIDDLE BEDROOM (2) 2P (1) MELTED OUTLET (3) NO POWER
 REAR BEDROOM (2) 2P
 PANTRY (1) 2P

Location Total: 8740.00

Unit Total for 78 Florence Street, Unit Unit 01: 54610.00

Address Grand Total for 78 Florence Street: 54610.00

Bidder: Construction Co-Op LLC

Exhibit C
MORTGAGE

City of Springfield Healthy Homes Rehabilitation Program

THIS MORTGAGE is made as of FEBRUARY 26, 2020, between Dean Kibbe, whose address is 14 Spruce Street, Springfield, MA 01105 ("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 February 26, 2020 in the sum of \$68,500.00 (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 78 Florence 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 October 23, 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:	10 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 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: Dean Kibbe
Dean Kibbe
Borrower

[Signature]
Witness

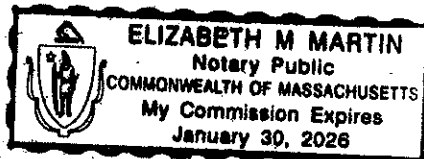
Commonwealth of Massachusetts

Hampden, ss

2/26/2020

On 2/26/2020, before me, the undersigned notary public, personally appeared, DEAN KIBBE proved to me through satisfactory evidence of identification, which was MASSACHUSETTS RIVER'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.

[Signature] (Official signature and seal of notary).



Notary Public:
My Commission Expires: 1/30/26

The note secured by this Mortgage has:

A principal sum of **\$68,500.00**

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

The sum of **\$68,500.00** 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: **78 Florence Street, Springfield, MA 01105**

1. BORROWERS' PROMISE TO PAY

In return for a loan that I have received, I, Dean Kibbe ("Borrower"), promise to pay **\$68,500.00** (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 tenth 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.

Dean Kibbe
Dean Kibbe

Dennis E. Willey
Witness DENNIS E. WILLEY

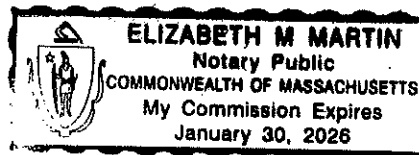
Witness

COMMONWEALTH OF MASSACHUSETTS

HAMPDEN, SS

On this 26TH day of FEBRUARY, 2020, before me, the undersigned Notary Public, personally appeared the above-named Dean Kibbe, 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.

Elizabeth M. Martin
Notary Public
My Commission Expires:



SCHEDULE B
PROPERTY DESCRIPTION

the land in Springfield, Hampden County, Massachusetts, bounded and described as follows:

Beginning at a point in the Northerly side of Florence Street at land now or formerly of John A. Northway; thence

EASTERLY on Florence Street, forty nine and 90/100 (49.90) feet to land now or formerly of Sophia E. Holland; thence

NORTHERLY on land now or formerly of said Holland, one hundred forty four and 75/100 (144.75) feet to land now or formerly of John W. Kennelly; thence

WESTERLY on land now or formerly of said Kennelly, forty nine and 50/100 (49.50) feet to land of said Northway; thence

SOUTHERLY on land of said Northway, one hundred forty five (145) feet to the place of beginning.

Together with and subject to the right of way created by instrument dated June 4, 1928 and recorded in the Hampden County Registry of Deeds in Book 1411, Page 475.

Being the same premises conveyed to the grantor herein by deed of Rocco A. Mesiti dated October 15, 1999 and recorded at the Hampden County Registry of Deeds in Book 10963, Page 500.

Subject to a mortgage to Chicopee Savings Bank dated May 24, 2011 in the amount of \$114,400.00 and recorded at the Hampden County Registry of Deeds in Book 18782, Page 27.

Subject to a corresponding Collateral Assignment of Rents and Leases to Chicopee Savings Bank dated May 24, 2011 and recorded in said registry in Book 18782, Page 42.

CHERYL A. COAKLEY-RIVERA, ESQ.
HAMPDEN COUNTY REGISTRY OF DEEDS

Exhibit D
PROMISSORY NOTE

Springfield, Massachusetts

Property Address: **78 Florence Street, Springfield, MA 01105**

1. BORROWERS' PROMISE TO PAY

In return for a loan that I have received, I, Dean Kibbe("Borrower"), promise to pay **\$68,500.00** (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 tenth 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.

Dean Kibbe
Dean Kibbe

[Signature]
Witness

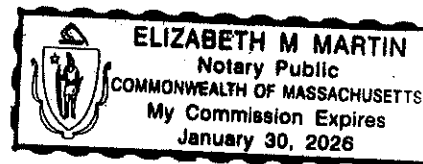
Witness

COMMONWEALTH OF MASSACHUSETTS

HAMPDEN, SS

On this 26th day of February, 2020, before me, the undersigned Notary Public, personally appeared the above-named Dean Kibbe, 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.

[Signature]
Notary Public
My Commission Expires:



SCHEDULE B
PROPERTY DESCRIPTION

the land in Springfield, Hampden County, Massachusetts, bounded and described as follows:
Beginning at a point in the Northerly side of Florence Street at land now or formerly of John A. Northway; thence

EASTERLY on Florence Street, forty nine and 90/100 (49.90) feet to land now or formerly of Sophia E. Holland; thence

NORTHERLY on land now or formerly of said Holland, one hundred forty four and 75/100 (144.75) feet to land now or formerly of John W. Kennelly; thence

WESTERLY on land now or formerly of said Kennelly, forty nine and 50/100 (49.50) feet to land of said Northway; thence

SOUTHERLY on land of said Northway, one hundred forty five (145) feet to the place of beginning.

Together with and subject to the right of way created by instrument dated June 4, 1928 and recorded in the Hampden County Registry of Deeds in Book 1411, Page 475.

Being the same premises conveyed to the grantor herein by deed of Rocco A. Mesiti dated October 15, 1999 and recorded at the Hampden County Registry of Deeds in Book 10963, Page 500.

Subject to a mortgage to Chicopee Savings Bank dated May 24, 2011 in the amount of \$114,400.00 and recorded at the Hampden County Registry of Deeds in Book 18782, Page 27.

Subject to a corresponding Collateral Assignment of Rents and Leases to Chicopee Savings Bank dated May 24, 2011 and recorded in said registry in Book 18782, Page 42.

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).