



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

Requisition 20013566-00 FY 2020

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

Vendor  
 CARMEN JUSINO  
 33 FLORENCE ST  
 SPRINGFIELD, MA 01105  
 USA

Ship To  
 COMMUNITY DEVELOPMENT  
 1600 EAST COLUMBUS AVE  
 SPRINGFIELD, MA 01103  
 MGOONAN@SPRINGFIELDCITYHALL.COM

Delivery Reference  
 MICHAEL GOONAN

*C\*20200588*

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/27/20	020354				COMMUNITY DEVELOPMENT

LN	Description / Account	Qty	Unit Price	Net Price
General Notes				
001	CONTRACT PENDING CDBG-NDR HEALTHY HOMES REHAB FOR PROPERTY LOCATED AT 33 FLORENCE STREET	1.00 EACH	39623.25000	39623.25
1	26881801-530105-68800		9000.00	
2	26451815-530105-64516		30623.25	

Ship To  
 COMMUNITY DEVELOPMENT  
 1600 EAST COLUMBUS AVE  
 SPRINGFIELD, MA 01103  
 Delivery Reference  
 MICHAEL GOONAN

Requisition Link

Requisition Total 39623.25

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

Account	Amount	Remaining Budget
26451815-530105-64516	30623.25	2787199.28
CDBG-NDR-HEALTH HOMES	PROFESSIONAL SERVICES	
26881801-530105-68800	9000.00	224569.71
LEAD PAINT	PROFESSIONAL SERVICES	

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

Activity	Date	Clerk	Comment

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

Requisition 20013566-00 FY 2020

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

Page 2

Vendor  
 CARMEN JUSINO  
 33 FLORENCE ST  
 SPRINGFIELD, MA 01105  
 USA

Ship To  
 COMMUNITY DEVELOPMENT  
 1600 EAST COLUMBUS AVE  
 SPRINGFIELD, MA 01103  
 MGOONAN@SPRINGFIELD CITYHALL.COM  
 Delivery Reference  
 MICHAEL GOONAN

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/27/20	020354				COMMUNITY DEVELOPMENT

LN	Description / Account	Qty	Unit Price	Net Price
Approved	03/30/20	Amanda Pham		
Approved	03/30/20	Cathy Buono		
Queued	03/30/20	Hamediah Mohamed		
Queued	03/30/20	Christopher Fraser		
Queued	03/30/20	Tim Brown		
Queued	03/30/20	Erin Hand		
Queued	03/30/20	Kaiya Hill-Thomas		
Pending		Lauren Stabilo		

Auto approved by: cak

C# 20200588

**CITY OF SPRINGFIELD  
HEALTHY HOMES PROGRAM**

**REHABILITATION LOAN AGREEMENT  
FOR OWNER-OCCUPANTS**

**Whereas**, the City of Springfield ("City") is providing financial assistance to Carmen Jusino ("Borrower") from the Healthy Homes Program in the amount of \$39,623.25 to fund rehabilitation of the home located at 33 Florence Street, Springfield, MA 01105, according to the terms of the agreed-upon Specs by Location/Trade, dated 01/24/2020, attached hereto as Exhibit B and in compliance with Massachusetts and City of Springfield building and health codes. The Healthy Homes program is funded by the federal Community Development Block Grant - National Disaster Resilience (CDBG-NDR) program.

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

**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 16<sup>th</sup> day of March, 2020.

  
Carmen Jusino  
Property Owner

  
Office of Disaster Recovery  
CITY OF SPRINGFIELD

26881801-530105-68800 \$ 9,000  
26451815-530105-64516 \$ 30,623.25

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 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: Carmen Jusino

Project Address: 33 Florence Street

<b>Project Budget</b>	<b>Amount</b>
Repair/Rehab	\$23,950.00
Lead Abatement	\$9,000.00
Lead Services	\$775.00
Relocation	\$0.00
Legal Fees	\$730.00
<b>Sub-Total</b>	<b>\$34,455.00</b>
Contingency (15%)	\$5,168.25
<b>Total</b>	<b>\$39,623.25</b>

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

**Bid Proposal Form**

To: Cecilia Juarez Date Submitted: 2/18/20  
33 Property Address: **Florence Street**

The following proposal is hereby submitted as per your request dated **February 13, 2020**. This bid covers all Work shown and/or specified in the bid documents received for this job, which are:

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

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

**Base Bid:**

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

This by two thousand nine hundred and fifty Dollars (\$ 32958<sup>00</sup> )

ADDITIONAL SUBMISSIONS

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



RETAINAGE

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

TIME

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

ALTERNATE ITEMS TO BID

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

<u>Item Number</u>	<u>Line Price</u>
1)..... <u>HEALTHY HOMES REPAIRS</u> .....	\$ _____
2).....	\$ _____
3).....	\$ _____
4).....	\$ _____
5).....	\$ _____
6).....	\$ _____
	TOTAL \$ _____

ADDITIONAL COMMENTS, RECOMMENDATIONS, SUBSTITUTIONS, ETC.:

---

---

---

---

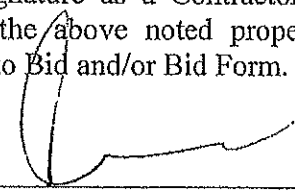
THE CONTRACTOR FURTHER PROPOSES THE FOLLOWING CHANGES,  
DELETIONS OR ADDITIONS TO THE WRITE-UP:

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

Contractor: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_

Signature \_\_\_\_\_  
Title \_\_\_\_\_

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

Signature  \_\_\_\_\_ *ALMED S HATHI-SWE*  
Title Owner  
Company \_\_\_\_\_  
Date 2/15/20

# SPECS BY LOCATION/TRADE

1/24/2020

Pre-Bid Site Visit: \_\_\_\_\_  
 Bidding Open Date: \_\_\_\_\_  
 Bidding Close Date: \_\_\_\_\_  
 Initial: \_\_\_\_\_

Case Number: Carmen Jusino \_\_\_\_\_  
 Project Manager: Sean Pham \_\_\_\_\_  
 Phone: \_\_\_\_\_

Address: 23 Florence Street Unit: Unit 01

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

Spec #	Spec	Quantity	Units	Unit Price	Total Price
<b>Trade: 1 General Requirements</b>					
10	<b>OWNER ACCEPTS SCOPE OF WORK</b> 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 _____ X _____ Applicant Date Applicant Date	1.00	DU	_____	_____
14	<b>CONTRACTOR ACCEPTS SCOPE OF WORK</b> 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. X _____ Contractor Date	1.00	DU	_____	_____
28	<b>VENTILATION--ASHRAE 62.2-GENERAL REQUIREMENTS</b> This dwelling unit must have a ventilation system that meets ASHRAE 62.2. See <a href="http://www.ashrae.org/technology/page/548">http://www.ashrae.org/technology/page/548</a> and <a href="http://www.buildingscience.com/documents/reports/r-0502-review-of-residential-ventilation-technologies/">http://www.buildingscience.com/documents/reports/r-0502-review-of-residential-ventilation-technologies/</a>	1.00	GR	_____	_____
30	<b>WALL NAMING PROTOCOLS</b> 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	<b>CONSTRUCTION DEFINITIONS</b> "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	<b>SUBSTITUTION APPROVAL PROCESS</b> 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	<b>LINE ITEM BREAKDOWN</b> 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	<b>VERIFY QUANTITIES/MEASUREMENTS</b> 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	_____	_____

72950

Address: 33 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	_____	_____
----	----------------------	------	----	-------	-------

The contractor shall apply for, pay for, obtain and forward copies of the following indicated permits to the agency: \_\_\_\_\_  
 Plumbing; \_\_\_\_\_ Electric; \_\_\_\_\_ HVAC; \_\_\_\_\_ Building; \_\_\_\_\_ Zoning; \_\_\_\_\_ Lead Abatement; \_\_\_\_\_ Asbestos  
 Abatement.

CONTRACTOR MUST CHECK OFF ALL PERMITS THAT APPLY FOR PROJECT.

46	CONTRACTOR PRE-BID SITE VISIT	1.00	DU	_____	_____
----	-------------------------------	------	----	-------	-------

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.

65	WORK TIMES	1.00	GR	_____	_____
----	------------	------	----	-------	-------

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.

77	NEW MATERIALS REQUIRED	1.00	GR	_____	_____
----	------------------------	------	----	-------	-------

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.

78	WORKMANSHIP STANDARDS	1.00	GR	_____	_____
----	-----------------------	------	----	-------	-------

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.

86	CLOSE-IN INSPECTIONS REQUIRED	1.00	GR	_____	_____
----	-------------------------------	------	----	-------	-------

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.

90	1 YEAR GENERAL WARRANTY	1.00	DU	_____	_____
----	-------------------------	------	----	-------	-------

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.

120	FINAL CLEAN	1.00	RM	_____	_____
-----	-------------	------	----	-------	-------

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.

9008	ENVIRONMENTAL REHAB--RRP REQUIREMENTS	1.00	GR	_____	_____
------	---------------------------------------	------	----	-------	-------

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.

Trade: 9 Environmental Rehab

9020	LEAD-BASED PAINT REGULATIONS - FEDERALLY FUNDED HOUSING REHABILITATION	1.00	GR	900.00	_____
------	--	------	----	--------	-------

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

Address: 88 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

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: \_\_\_\_\_

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

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

Trade: 6 Concrete & Paving

904 CONCRETE STEPS - CRACK REPAIR

15.00 LF

450

Clean area to be repaired and chisel or grind "V" shaped groove at gap on steps. Patch with waterplug cement flush with existing surface.

FRONT PORCH STEPS

Trade: 10 Carpentry

3210 STORM DOOR--ALUMINUM

1.00 EA

450

Install an aluminum combination storm and screen door with white baked enamel aluminum finish and top chain.

SIDE ENTRY DOOR

Trade: 15 Roofing

4667 ROOF--REPAIR SHINGLES

10.00 SF

1700

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 HOUSE

4635 GUTTER--5" SEAMLESS ALUMINUM

21.00 LF

600

Dispose of gutter. Install 5", K-type, seamless, .027 gauge aluminum gutter to service roof. White or brown color choice by owner.

REAR SECTION ABOVE DECK

4640 DOWNSPOUT--5" SEAMLESS ALUMINUM

10.00 LF

300

Dispose of existing downspout. Install 5", square, seamless, .027 gauge, white, aluminum downspout. Strap at least 3' on center.

REAR SECTION ABOVE DECK

4735 ROOF FLASHING--REPAIR

20.00 LF

1200

Inspect front porch roof, remove siding and install aluminum flashing to create a leak free seam. Re-install siding and seal all exposed nails with roofing cement.

FRONT PORCH ROOF (LEAKING WERE WALL AND ROOF MEET)

Trade: 19 Paint & Wallpaper

4600

Address: 33 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: 19 Paint & Wallpaper					
6879	PREP & PAINT EXTERIOR WOOD--LOW VOC	126.00	SF		1200
<p>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 260 g/L. All adhesives must comply with Rule 1168 of the South Coast Air Quality Management District. <a href="http://www.aqmd.gov/rules/reg/reg11/r1168.pdf">www.aqmd.gov/rules/reg/reg11/r1168.pdf</a> All caulks and sealants must comply with Regulation 8, Rule 51, of the Bay Area Air Quality Management District (BAAQMD). Color is the choice of the owner from stock colors. All work to be done in a neat &amp; professional manner. Use care to protect all surfaces not intended for paint coverage.</p>					
REAR DECK					
Location Total:					1200

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

Spec #	Spec	Quantity	Units	Unit Price	Total Price
Trade: 8 Metal Work					
1480	COLUMN--4" STEEL	6.00	EA		3200
<p>Dig and pour a 12"x12"x12" concrete footing 6" below finish surface. Install a 4" adjustable steel column bolted to beam. Pour last 6" of concrete after column is fully loaded, to lock column in place.</p>					
Trade: 10 Carpentry					
2620	HANDRAIL--REPLACE INTERIOR	10.00	LF		350
<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>					
Trade: 22 Plumbing					
7077	WATER HEATER-- 40 GAL GAS--POWER VENTED	1.00	EA		2600
<p>Install a 40 gallon, glass lined, minimum .67 energy factor (EF), power vented, insulated to minimum R-16, gas fired water heater with a 6 year warranty. Include pressure and temperature relief valve, discharge tube to within 6" of floor, condensate pump, owners manual and all duct work to power vent to exterior. Provide separate electrical circuit and new gas piping from shut-off valve to fixture. Recycle the existing water heater. If the water heater is located in a basement with a floor drain the discharge tube shall be directed to the drain. If it is located on an upper floor or if there is no floor drain, install a catch pan drained to the exterior. Recycle the existing water heater.</p>					
Location Total:					7350

Location: 4 - Kitchen Approx. Wall SF: 378 Ceiling/Floor SF: 182

Spec #	Spec	Quantity	Units	Unit Price	Total Price
Trade: 10 Carpentry					
2416	SHOE MOLDING	24.00	LF		850
<p>Install pine shoe molding nailed 2" on center to create the tightest possible seal between the baseboard and floor using finish nails or tee headed brads.</p>					
3705	CABINETS--REPAIR	2.00	LF		400
<p>Repair base cabinets by rehanging plumb and level and replacing missing hardware, doors and drawers. Securely refasten loose tops and hardware. Clean all surfaces with detergent.</p>					
NEAR STOVE AREA					



Address: 33 Florence Street Unit: Unit 01

Location: 4 Kitchen Approx. Wall SF: 378 Ceiling/Floor SF: 182

Spec #	Spec	Quantity	Units	Unit Price	Total Price
Trade: 10 Carpentry					
3716	CABINET - WOOD BASE-PLYWOOD	2.50	LF		650
<p>Remove &amp; dispose off site all existing cabinets, counters, ledgers, etc. Install base cabinets constructed of solid hardwood face-frames, doors and draw fronts with 1/2" plywood carcasses &amp; 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 &amp; 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.</p> <p>WALL CABINET ABOVE STOVE</p>					

Trade: 23 Electric					
7660	RECEPTACLE REPLACED WITH GFCI	2.00	EA		400
<p>Replace receptacle a flush mounted, ground fault circuit interrupted, ivory, duplex receptacle and ivory cover plate at countertop near sink.</p>					
7840	RANGE HOOD--RECIRCULATING	1.00	EA		400
<p>Install a 30", recirculating, enameled metal range hood with light, charcoal filter, and washable grease filter. Owner's choice of color.</p> <p>ABOVE KITCHEN STOVE</p>					
Location Total:					7200

Location: 5 Bathroom Approx. Wall SF: 182 Ceiling/Floor SF: 42

Spec #	Spec	Quantity	Units	Unit Price	Total Price
Trade: 10 Carpentry					
2416	SHOE MOLDING	16.00	LF		240
<p>Install pine shoe molding nailed 2' on center to create the tightest possible seal between the baseboard and floor using finish nails or tee headed brads.</p>					
2950	WINDOW-VINYL SLIDER DBL GLZ	1.00	EA		500
<p>Field measure, fabricate and install a white, Vinyl, double glazed, thermal break, sliding window including all necessary panning, caulk, trim and screen.</p>					
Trade: 23 Electric					
7590	REPLACE RECEPTACLE--GFCI BATH	1.00	EA		350
<p>Remove existing receptacle. Install a flush mounted, ground fault circuit interrupted Ivory duplex receptacle with ivory cover plate.</p>					
Location Total:					1050

Location: 6 Interiors (Rooms) Approx. Wall SF: 0 Ceiling/Floor SF: 0

Spec #	Spec	Quantity	Units	Unit Price	Total Price
Trade: 10 Carpentry					
2407	BASEBOARD--COLONIAL 2 1/4"	78.00	LF		480
<p>Install finger jointed WM-6261j 9/16" x 2-1/4" colonial base with finish nails of sufficient length to penetrate framing 1". Mitre all lap joints, and break all lap joints over framing.</p> <p>LIVING ROOM AREA</p>					
2415	SHOE MOLDING	210.00	LF		800
<p>Install pine shoe molding nailed 2' on center to create the tightest possible seal between the baseboard and floor using finish nails or tee headed brads.</p>					

Address: 33 Florence Street Unit: UNIT 01

Location: 6 - Interiors (Rooms) Approx. Wall SF: 0 Ceiling/Floor SF: 0

Spec #	Spec	Quantity	Units	Unit Price	Total Price
<b>Trade: 10 Carpentry</b>					
ALL BEDROOM AREAS					
2810	REPLACE GLASS--WOOD DOOR	3.00	EA		<u>380</u>
Remove broken pane of glass, glazing and points. Install double strength glass, points and glazing compound ready for paint.					
15 LITE FRENCH DOORS ON 1ST FLOOR BEDROOM					
2980	WINDOW--VINYL DBL HNG DBL GLZ	4.00	EA		<u>1600</u>
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.					
REPLACE WINDOWS IN THE FOLLOWING LOCATIONS WIT FAILED SEALS OR BROKEN GLASS:					
LIVING ROOM (2)					
2ND FL. REAR RIGHT BEDROOM (1)					
2ND FL. REAR LEFT BEDROOM (1)					

<b>Trade: 17 Drywall &amp; Plaster</b>					
5210	DRYWALL--PATCH--LARGE	125.00	SF		<u>\$650</u>
Cut back defective gypsum to expose half of the studs on each side of the hole. Cut and tightly fit drywall patch. Glue and nail or screw patch. Apply tape and 3 coats of compound feathered out at least 8". Wet sand ready for paint.					
IN THE FOLLOWING LOCATIONS:					
LIVING ROOM CLOSET					
2ND FLOOR FRONT BEDROOM CLOSET					

<b>Trade: 19 Paint &amp; Wallpaper</b>					
5567	PREP & PAINT ROOM w/ PAINTED TRIM-LOW VOC	2.00	RM		<u>1200</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 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. <a href="http://www.aqmd.gov/rules/reg/reg11/r1168.pdf">www.aqmd.gov/rules/reg/reg11/r1168.pdf</a> All caulks and sealants must comply with Regulation 8, Rule 51, of the Bay Area Air Quality Management District (BAAQMD).					
FOLLOWING LOCATIONS:					
(INCLUDES ALL WALLS AND CEILINGS)					
2ND FLOOR FRONT BEDROOM					
2ND FLOOR RERRIGHT BEDROOM					

<b>Trade: 23 Electric</b>					
7655	COVER PLATE	5.00	EA		<u>150</u>
Install an ivory, metal receptacle, switch, or blank cover plate.					
REPLACE ANY MISSING WALL COVER PLATES ON SWITCHES AND RECEPTACLES THROUGHOUT HOUSE.					
7660	RECEPTACLE REPLACE	11.00	EA		<u>1600</u>
Licensed electrician to replace existing all 3-prong open ground/reversed polarity receptacles with Ivory duplex receptacle and Ivory cover plate.					

Address: 33 Florence Street Unit: Unit 01  
 Location: 6 Interiors (Rooms) Approx. Wall SF: 0 Ceiling/Floor SF: 0

Spec #	Spec	Quantity	Units	Unit Price	Total Price
Trade: 23 Electric					
THE FOLLOWING LOCATIONS:					
LIVING ROOM - (5) OPEN GROUND					
1ST FL. FRONT BEDROOM - (1) REVERSED POLARITY					
2ND FL. REAR BEDROOM - (1) OPEN GROUND					
2ND FL. FRONT BEDROOM - (2) OPEN GROUND					
2ND FL. LEFT REAR BEDROOM - (2) OPEN GROUND					
7565	INSTALL RECEPTACLE--15 AMP	2.00	EA		650
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.					
REAR RIGHT BEDROOM					
7752	ENERGY STAR INTERIOR CEILING FIXTURE	1.00	EA		150
Install an Energy Star approved, flush mounted ceiling light fixture.					
REAR RIGHT BEDROOM					
Location Total:					7000

Location: 7 Stairs/Halls Approx. Wall SF: 0 Ceiling/Floor SF: 0

Spec #	Spec	Quantity	Units	Unit Price	Total Price
Trade: 10 Carpentry					
2415	SHOE MOLDING	25.00	LF		250
Install pine shoe molding nailed 2' on center to create the tightest possible seal between the baseboard and floor using finish nails or tee headed brads.					
ALL HALLWAY FLOORING					
2505	RAILING--WOOD REPAIR	14.00	LF		500
Tighten loose balusters and replace broken and missing ones. Tighten top and bottom rails and posts. Match existing parts with replacements as closely as possible.					
MAIN HANDRAILING SYSTEM FOR 1ST TO 2ND FLOOR.					
2520	HANDRAIL--REPLACE INTERIOR	14.00	LF		350
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.					
Trade: 23 Electric					
7730	LIGHT FIXTURE--REPLACE	1.00	EA		150
Replace a ceiling mounted, 2 bulb, UL approved, incandescent light fixture with shade and lamps. \$30 allowance for fixture.					
STAIRCASE					
Location Total:					1250

Unit Total for 33 Florence Street, Unit Unit 01: \_\_\_\_\_

Address Grand Total for 33 Florence Street: \_\_\_\_\_

Bidder: \_\_\_\_\_

## MORTGAGE

### City of Springfield Healthy Homes Rehabilitation Program

THIS MORTGAGE is made as of Mar 16, 2020, between Carmen Jusino, whose address is 33 Florence 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 3/05/2020 in the sum of \$39,623.25 (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 33 Florence Street, Springfield, MA 01105 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 1/24/2020. The Borrower is responsible for making the improvements, and the City shall only make payment of Principal for such improvements as it inspects and verifies that the improvements have been completed.
2. **Conditions of the Loan.**
  - a. **Due Upon Sale or Transfer.** If the Borrower sells or transfers the Mortgaged Property before the final maturity date, the amount of the loan still owing at the time of sale or transfer will be immediately due and payable to the City.
  - b. **Owner Occupancy.** If the Borrower is an owner-occupant at the time this loan is entered into, the Borrower must continue to live in the Mortgaged Property as his/her principal place of residence during the term of the loan.
  - c. **Rental Unit Affordability.** If the Borrower (including a Borrower who lives in one

unit of a multi-unit property) rents out units in the Mortgaged Property to others, the Borrower must rent all units in the Mortgaged Property to households with income at or below 80% of the area median income<sup>1</sup> during the term of the loan.

**3. Terms of the Loan**

Loan Type: Forgivable loan, due upon default or upon sale or transfer of property prior to final maturity

Interest Rate: 0%

Payment Schedule: No monthly payments

Final Maturity Date: 5 years from date of execution

Forgiveness: An equal amount of the loan will be forgiven for each year that passes from the date the loan is entered, until the loan is fully forgiven at the final maturity date.  
(For example, a 5-year loan is forgiven 20% per year; a 10-year loan is forgiven 10% per year.)

Prepayment penalty: None

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

---

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

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

8. **Property Insurance.**

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

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

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

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: Carmen Jusino [Signature]  
Carmen Jusino  
Borrower  
Witness

*Commonwealth of Massachusetts*

Hampden, ss

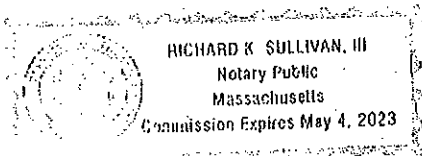
May 16, 2020

On May 16, 2020 before me, the undersigned notary public, personally appeared, Carmen Jusino proved to me through satisfactory evidence of identification, which was MA Driver's License, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily for its stated purpose.

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

Notary Public:

My Commission Expires:



The note secured by this Mortgage has:

A principal sum of \$39,623.25

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

The sum of **Thirty Nine Thousand Six Hundred Twenty Three Dollars and Twenty Five Cents** 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: 33 Florence Street, Springfield, MA 01105**

**1. BORROWERS' PROMISE TO PAY**

In return for a loan that I have received, I, Carmen Jusino ("Borrower"), promise to pay \$39,623.25 (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.

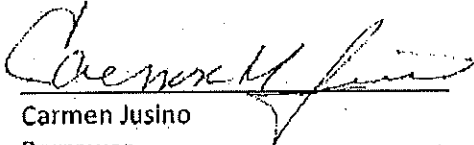
**Owner Occupancy.** If the Borrower is an owner-occupant at the time this loan is entered into, and the Borrower ceases to live in the Mortgaged Property as his/her principal place of residence during the term of the loan, the City may, at its option, require immediate payment in full of all sums secured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

  
Carmen Jusino  
Borrower

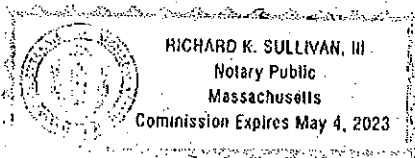
  
Witness


\_\_\_\_\_  
Witness

COMMONWEALTH OF MASSACHUSETTS

HAMPDEN, SS

On this 16<sup>th</sup> day of May, 2020, before me, the undersigned Notary Public, personally appeared the above-named Carmen Jusino, 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  
My Commission Expires:

**SCHEDULE B**  
**PROPERTY DESCRIPTION**

A certain lot of land, with the buildings thereon, situated on the southerly side of Florence Street, in said Springfield, being known and designated as Lot No. Eleven (11) on a plan of lots recorded with Hampden County Registry of Deeds, Book 189, page 230, said lot being more particularly bounded and described as follows:

- NORTHERLY** by said Florence Street, sixty-six (66) feet;
- EASTERLY** by land now or formerly of one Alexander, formerly of Frederick Morgan, one hundred forty-four (144) feet;
- SOUTHERLY** by land now or formerly of one Auchor and land now or formerly of one Allen, sixty-six (66) feet; and
- WESTERLY** by land now or formerly of Henry W. and Margaret L. Hamilton, one hundred forty-four (144) feet;

BEING the same premises conveyed to the Borrower herein by deed recorded in the Hampden County Registry of Deeds at Book 7767, Page 215.

## PROMISSORY NOTE

March 16, 2020  
Springfield, Massachusetts

Property Address: 33 Florence Street, Springfield, MA 01105

### 1. BORROWERS' PROMISE TO PAY

In return for a loan that I have received, I, Carmen Jusino ("Borrower"), promise to pay \$39,623.25 (this amount is called "Principal"), without interest, to the City of Springfield, a Massachusetts municipal corporation with a usual address of 36 Court Street, Springfield, Massachusetts 01103 ("City").

### 2. INTEREST

Interest will not be charged on unpaid principal.

### 3. TIME AND PLACE OF PAYMENTS

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

### 4. BORROWER'S RIGHT TO PREPAY

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

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

### 6. BORROWER DEFAULT

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

**(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.

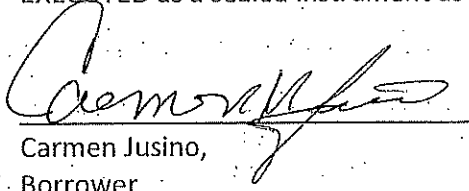
**Owner Occupancy.** If the Borrower is an owner-occupant at the time this loan is entered into, and the Borrower ceases to live in the Mortgaged Property as his/her principal place of residence during the term of the loan, the City may, at its option, require immediate payment in full of all sums secured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

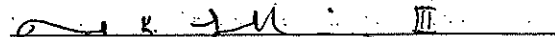
**Rental Unit Affordability.** If the Borrower (including a Borrower who lives in one unit of a multi-unit property) rents out units in the Mortgaged Property to others, and the Borrower rents units to households with income above 80% area median income, the City may, at its option, require immediate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

  
Carmen Jusino,  
Borrower

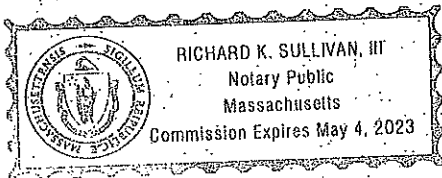
  
Witness

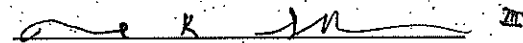
\_\_\_\_\_  
Witness

COMMONWEALTH OF MASSACHUSETTS

HAMPDEN, SS

On this 16<sup>th</sup> day of March, 2020, before me, the undersigned Notary Public, personally appeared the above-named Carmen Jusino, 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  
My Commission Expires:

**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).

MASSACHUSETTS

DRIVER'S LICENSE

NOT FOR FEDERAL ID



*Carmen Maria Jusino*

ISS 09/05/2018  
EXP 08/19/2023  
CLASS 1  
REST NONE  
DOB 08/19/1951  
END NONE

JUSINO  
CARMEN MARIA  
33 FLORENCE ST  
SPRINGFIELD, MA 01105-1557

18 EYES BRO  
15 SEX F 16 HGT 5'-05"  
6 DO 09/05/2018 Rev 02/22/2016

08/19/51



18218551  
919540501

www.mass.gov/rmv  
MA 02/22/2016

08/19/1951  
CLASS -  
D: Small vehicle less than  
26,001 lbs, except school  
bus.

ENDORSEMENTS -  
NONE

RESTRICTIONS -  
NONE

CHANGE OF ADDRESS. PRINT BELOW. PERMANENT INK