

# **Site Approval Application**

**Murphy's Farm**

**Map 22, Blk 0, Lot 53**

**5 Poppy Lane**

**Dracut, MA 01826**

**January 9, 2023**

**Submitted by:**

**O'brien Homes Inc.  
18 Cassimere Street  
Andover, MA 01810**

**Dean E. Harrison  
Consultant  
59 Lockwood Ave  
Attleboro, MA 02703  
508.813.1388**



**Comprehensive Permit  
Site Approval Application  
Rental**

[www.masshousing.com](http://www.masshousing.com) | [www.masshousingrental.com](http://www.masshousingrental.com)

**Comprehensive Permit Site Approval Application**  
**Murphy's Farm**

**Section 1 – General Information**

## Application for Chapter 40B Project Eligibility / Site Approval

### for MassHousing-Financed and New England Fund (“NEF”) Rental Projects

#### Section 1: GENERAL INFORMATION

**Name of Proposed Project:** Murphy's Farm

**Municipality:** Dracut

**County:** Middlesex

**Address of Site:** 5 Poppy Lane

**Cross Street:**

**Zip Code:** 01826

**Tax Parcel I.D. Number(s):** 22-0-53

**Name of Proposed Development Entity** The Homes at Murphy's Farm LLC

*(typically a single purpose entity):*

**Entity Type:** Limited Dividend Organization

*\* If the Proposed Development Entity is a Non-Profit, please contact MassHousing regarding additional documentation that must be submitted.*

**Has this entity already been formed?** No

**State Formed:** Massachusetts

**Name of Applicant:** O'brien Homes, Inc.

*(typically the Proposed Development Entity or its controlling entity or individual)*

**Applicant's Web Address:**

Does the applicant have a related party relationship with any other member of the development team? Yes

**If yes, please explain:**

The Applicant will be the construction company and will be involved in the ownership of the development entity.

#### Primary Contact Information:

**Contact Name:** Dean E Harrison

**Relationship to Applicant:**

**Company Name:**

Housing Consultant

**Address:** 59 LOCKWOOD AVE

**Municipality:** ATTLEBORO

**State:** Massachusetts

**Zip:** 02703

**Phone:** 5088131388

**Cell Phone:** 5088131388

**Email:** deanharrison13@outlook.com

**Secondary Contact Information:****Contact Name:** Kevin O'brien**Relationship to Applicant:****Company Name:** O'brien Homes, Inc.**Address:** 18 Cassimere Street**Municipality:** Andover**State:** Massachusetts**Zip:** 01810**Phone:****Cell Phone:****Email:** Kevin@obriehomesinc.com**Contact Name:** Kevin O'brien**Relationship to Applicant:****Company Name:** The Homes at Murphy's Farm LLC**Additional Contact Information:****Address:** 18 Cassimere Street**Contact Name:****Relationship to Applicant:****Municipality:** Andover**State:** Massachusetts**Zip:** 01810**Company Name:****Phone:****Cell Phone:****Address:****Email:****State:****Zip:****Municipality:****Phone:****Cell Phone:****Email:****Anticipated Construction Financing:** NEF**Name of Lender (if not MassHousing financed):** LowellFive**Anticipated Permanent Financing:** NEF**Other Lenders:** LowellFive

***Please note: under the NEF Program, a minimum of 25% of the Permanent financing must be obtained from an NEF Lender and remain in place for 5 years***

**Age Restriction:** None**Brief Project Description:**

Murphy's Farm is a multi-phase residential rental development project on a 50-acre property in western Dracut, MA. Approximately five acres of the property are wetlands.

The development will consist of 300 four bedroom units situated in 47 residential buildings, with a mix of four-bedroom flats and 4-bedroom townhouses; along with two clubhouses for community use and several covered pavilion structures. Buildings will be situated to provide green common spaces between them for community recreation. A network of meandering walking paths will connect the residences with recreational spaces, while the pavilions scattered throughout the site provide residents with shade and outdoor seating.

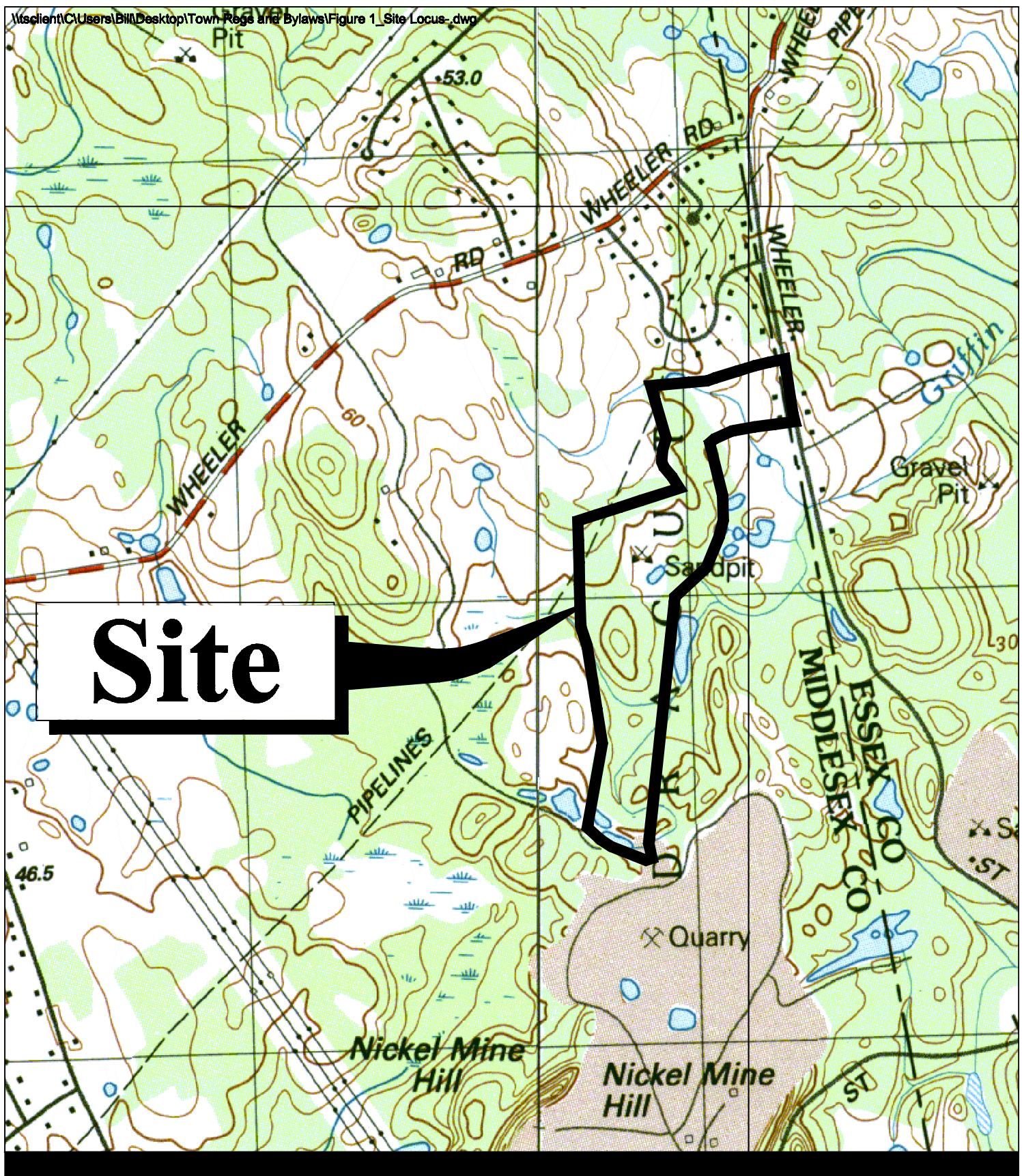
Building Prototype "A" will be a 2-1/2 story, 7-unit building of approximately 13,668 sf, consisting of four 4-bedroom flats and three 4-bedroom townhouse units. Thirty-four of these buildings are planned.

Building Prototype "A2" will be a 2-1/2 story, 5-unit building of approximately 9,948 sf, with two 4-bedroom flats, and three 4-bedroom townhouse. Twelve of these buildings are planned.

Building Type "B" will be a 2-1/2 story, 5,100sf duplex, with two 4-bedroom townhouses, two garage bays. One building is planned. In addition to the residential buildings, there will be two 1,800 sf clubhouses for community use. Each of these will have a meeting room, a kitchenette, office and toilet rooms, and will be handicapped accessible.

**Comprehensive Permit Site Approval Application  
Murphy's Farm**

**Attachment 1 – General Information**



Site Locus Map  
Murphy's Farm  
Dracut, Massachusetts

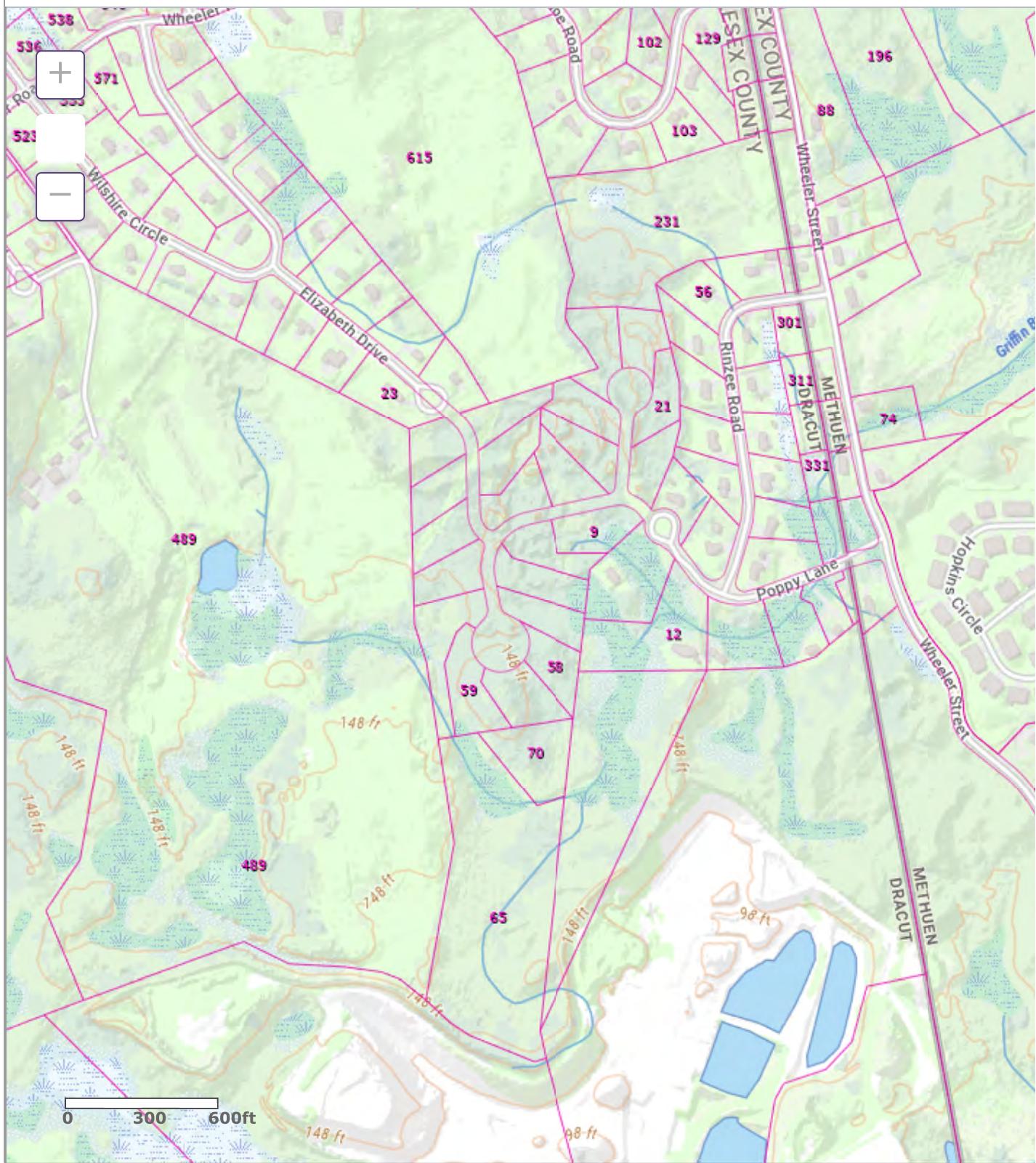


0 500 1000 Feet

Figure 1  
May 2017

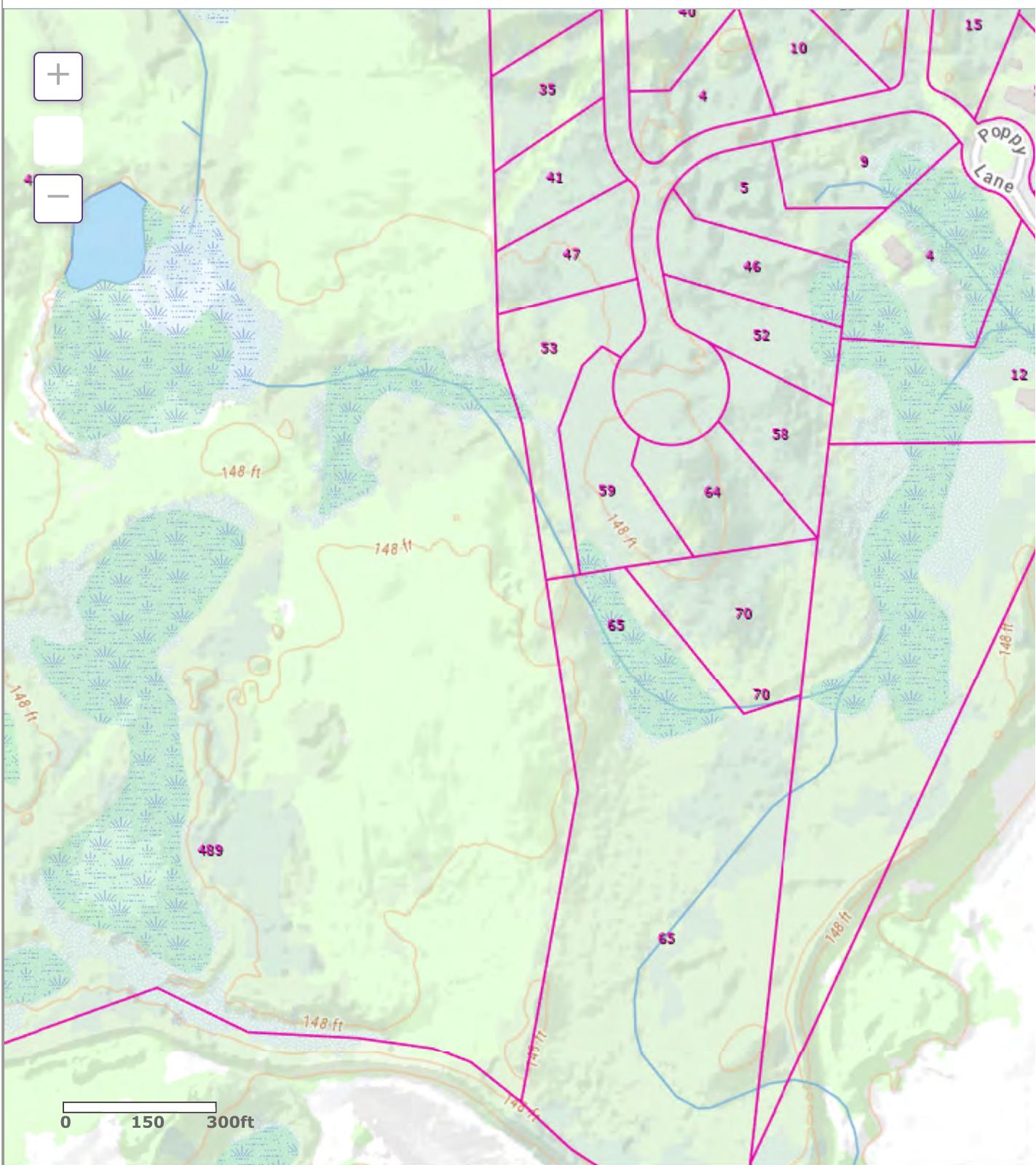
# Massachusetts Interactive Property Map

## Details



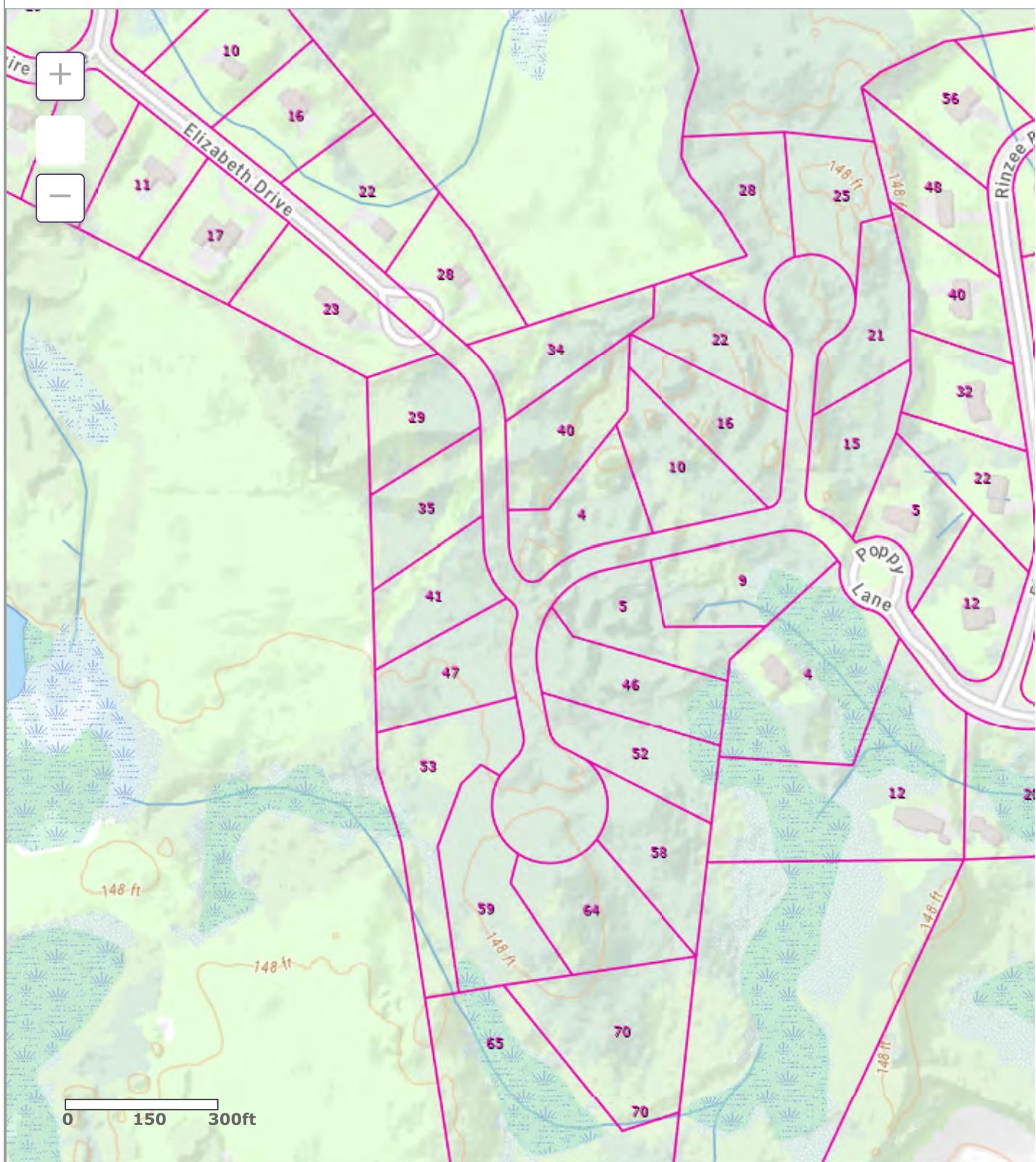
# Massachusetts Interactive Property Map

Details



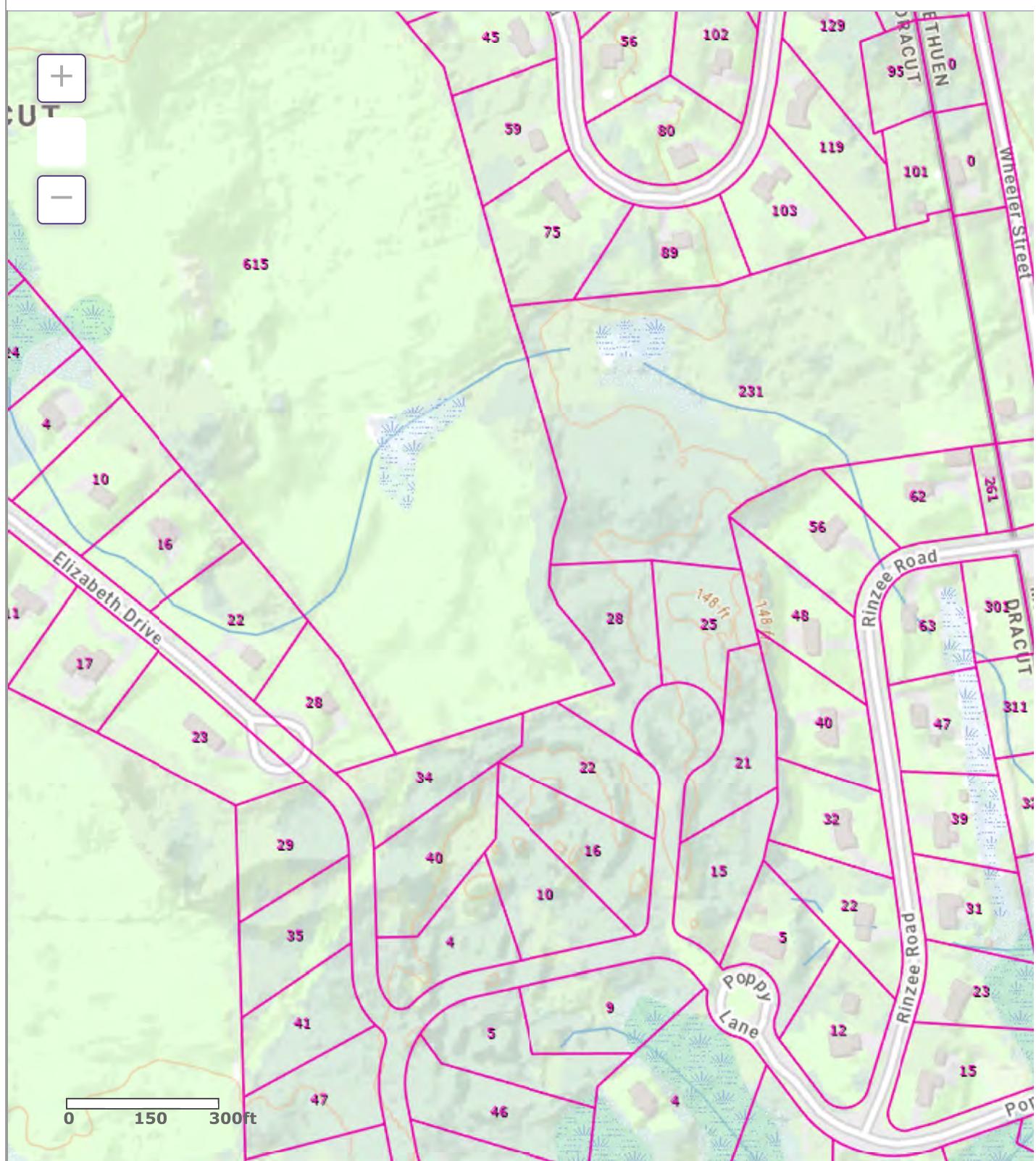
# Massachusetts Interactive Property Map

Details

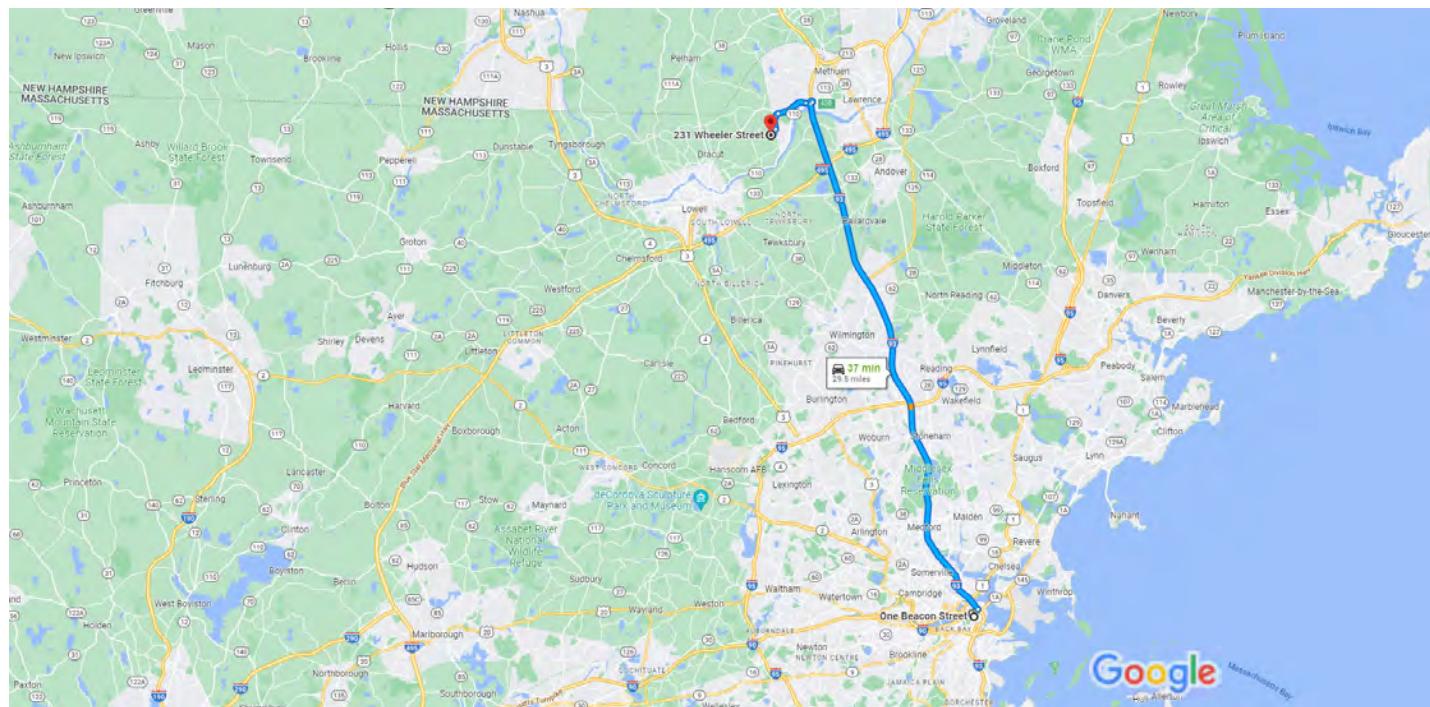


# Massachusetts Interactive Property Map

Details



Murphy's Farm, Dracut



Map data ©2022 Google 2 mi

## One Beacon Street

1 Beacon St, Boston, MA 02108

Follow I-93 N to MA-110 W/MA-113 W/Lowell St in  
Methuen. Take exit 43B from I-93 N

33 min (26.6 mi)

- ↑ 1. Head west on Beacon St toward Tremont Pl  
138 ft
- ↗ 2. Beacon St turns right and becomes Somerset St  
335 ft
- ↖ 3. Somerset St turns left and becomes Ashburton Pl  
203 ft
- ↗ 4. Slight right toward Bowdoin St  
217 ft
- ↗ 5. Continue onto Bowdoin St  
0.1 mi
- ↗ 6. Turn right onto Cambridge St  
443 ft
- ↖ 7. Turn left onto Sudbury St  
0.3 mi

- 8. Turn left to merge onto I-93 N  
25.6 mi
- 9. Take exit 43B to merge onto MA-110 W/MA-113  
W/Lowell St toward Dracut  
0.3 mi

Continue on Lowell St. Take Wheeler St to Poppy Ln in Dracut

- 6 min (3.0 mi)
- 10. Merge onto MA-110 W/MA-113 W/Lowell St  
0.3 mi
- 11. Continue onto MA-113 W/N Lowell St  
1.5 mi
- 12. Turn left onto Wheeler St  
0.4 mi
- 13. Turn left to stay on Wheeler St  
0.4 mi
- 14. Turn right onto Rinzee Rd  
0.3 mi
- 15. Turn right onto Poppy Ln  
367 ft

231 Wheeler St  
Methuen, MA 01826

**Comprehensive Permit Site Approval Application  
Murphy's Farm**

**Section 2 – Existing Condition/Site Information**

## Application for Chapter 40B Project Eligibility / Site Approval

### for MassHousing-Financed and New England Fund (“NEF”) Rental Projects

#### Section 2: EXISTING CONDITIONS / SITE INFORMATION

In order to issue Site Approval, MassHousing must find (as required by 760 CMR 56.04 (4)) that the site is generally appropriate for residential development.

##### Buildable Area Calculations (Acres)

<b>Total Site Area:</b>	<b>50.75</b>
<b>Wetland Area (per MA DEP):</b>	<b>5.19</b>
<b>Flood Hazard Area (per FEMA):</b>	<b>0.00</b>
<b>Endangered Species Habitat (per MESA):</b>	<b>0.00</b>
<b>Conservation / Article 97 Land:</b>	<b>0.00</b>
<b>Protected Agricultural Land (i.e. EO 193):</b>	<b>0.00</b>
<b>Other Non-Buildable:</b>	<b>0.00</b>
<b>Total Non-Buildable Area:</b>	<b>5.19</b>
<b>Total Buildable Area:</b>	<b>45.56</b>

##### Current use of the site and prior use if known:

Current use is vacant cleared land. Previous use was vacant land.

Is the site located entirely within one municipality? Yes

If not, in what other municipality is the site located? NA

How much land is in each municipality? NA

##### Additional Site Addresses:

Address 1	Address 2	Municipality	State	Zip Code	County	Tax Parcel
231 Wheeler Street		Dracut	Massac	01826	Middlesex	22-0-53
4 Murphy Way		Dracut	Massac	01826	Middlesex	39-53-10
10 Murphy Way		Dracut	Massac	01826	Middlesex	39-53-7
15 Murphy Way		Dracut	Massac	01826	Middlesex	39-53-1
16 Murphy Way		Dracut	Massac	01826	Middlesex	39-53-6
21 Murphy Way		Dracut	Massac	01826	Middlesex	39-53-2
22 Murphy Way		Dracut	Massac	01826	Middlesex	39-53-5
Residential/RV/Residential		Dracut	Massac	01826	Middlesex	39-53-3
28 Murphy Way		Dracut	Massac	01826	Middlesex	39-53-4
5 Murphy Way		Dracut	Massac	01826	Middlesex	39-53-21
9 Murphy Way		Dracut	Massac	01826	Middlesex	39-53-22

24 Elizabeth Drive	Dracut	Massac	01826	Middlesex	39-53-10
29 Elizabeth Drive	Dracut	Massac	01826	Middlesex	39-53-11
Please list below previous applications pertaining to construction on or development of the site, including (i) type of application	Dracut	Massac	01826	Middlesex	39-53-12
(comprehensive permit, subdivision, special permit, etc.); (ii) application filing date; (iii) date of denial, approval or withdrawal.	Dracut	Massac	01826	Middlesex	39-53-9
indicate the current Applicant's role, if any, in the previous applications.	Dracut	Massac	01826	Middlesex	39-53-13
41 Elizabeth Drive	Dracut	Massac	01826	Middlesex	39-53-20
46 Elizabeth Drive	Dracut	Massac	01826	Middlesex	39-53-14
47 Elizabeth Drive	Dracut	Massac	01826	Middlesex	39-53-17
Note: If the application is denied, a decision of a Zoning Board of Appeals to deny a Comprehensive Permit (if the site is determined to be up to date with zoning) or a variance (if the site is determined to be nonconforming) will be upheld if a related application has previously been received, as set forth in 760 CMR 56.03 (7).	Dracut	Massac	01826	Middlesex	39-53-15
53 Elizabeth Drive	Dracut	Massac	01826	Middlesex	39-53-20
58 Elizabeth Drive	Dracut	Massac	01826	Middlesex	39-53-16
59 Elizabeth Drive	Dracut	Massac	01826	Middlesex	39-53-24
64 Elizabeth Drive	Dracut	Massac	01826	Middlesex	39-53-23
This site was approved for a conventional 33 subdivision.	Dracut	Massac	01826	Middlesex	39-53-17
70 Elizabeth Drive	Dracut	Massac	01826	Middlesex	39-53-11

To the best of your knowledge, has this site ever been rejected for project eligibility/site approval by another subsidizing agency or authority?  No

If Rejected, Please Explain:

No

Existing Utilities and Infrastructure	Yes/No	Description
Wastewater- private wastewater treatment	No	
Wastewater - public sewer	Yes	
Storm Sewer	No	
Water-public water	Yes	
Water-private well	No	
Natural Gas	No	
Electricity	Yes	
Roadway Access to Site	Yes	
Sidewalk Access to Site	No	
Other	No	

#### Describe Surrounding Land Uses:

Residential and Farms

Surrounding Land Use/Amenities	Distance from Site	Available by Public Transportation?
Shopping Facilities	2.50	Yes
Schools	2.50	Yes
Government Offices	3.00	Yes
Multi-Family Housing	3.00	Yes
Public Safety Facilities	3.00	Yes

<b>Office/Industrial Uses</b>	3.00	Yes
<b>Conservation Land</b>	2.00	Yes
<b>Recreational Facilities</b>	2.50	Yes
<b>Houses of Worship</b>	1.50	Yes
<b>Other</b>	0.00	N/A

**Public transportation near the Site, including type of transportaion and distance from site:**

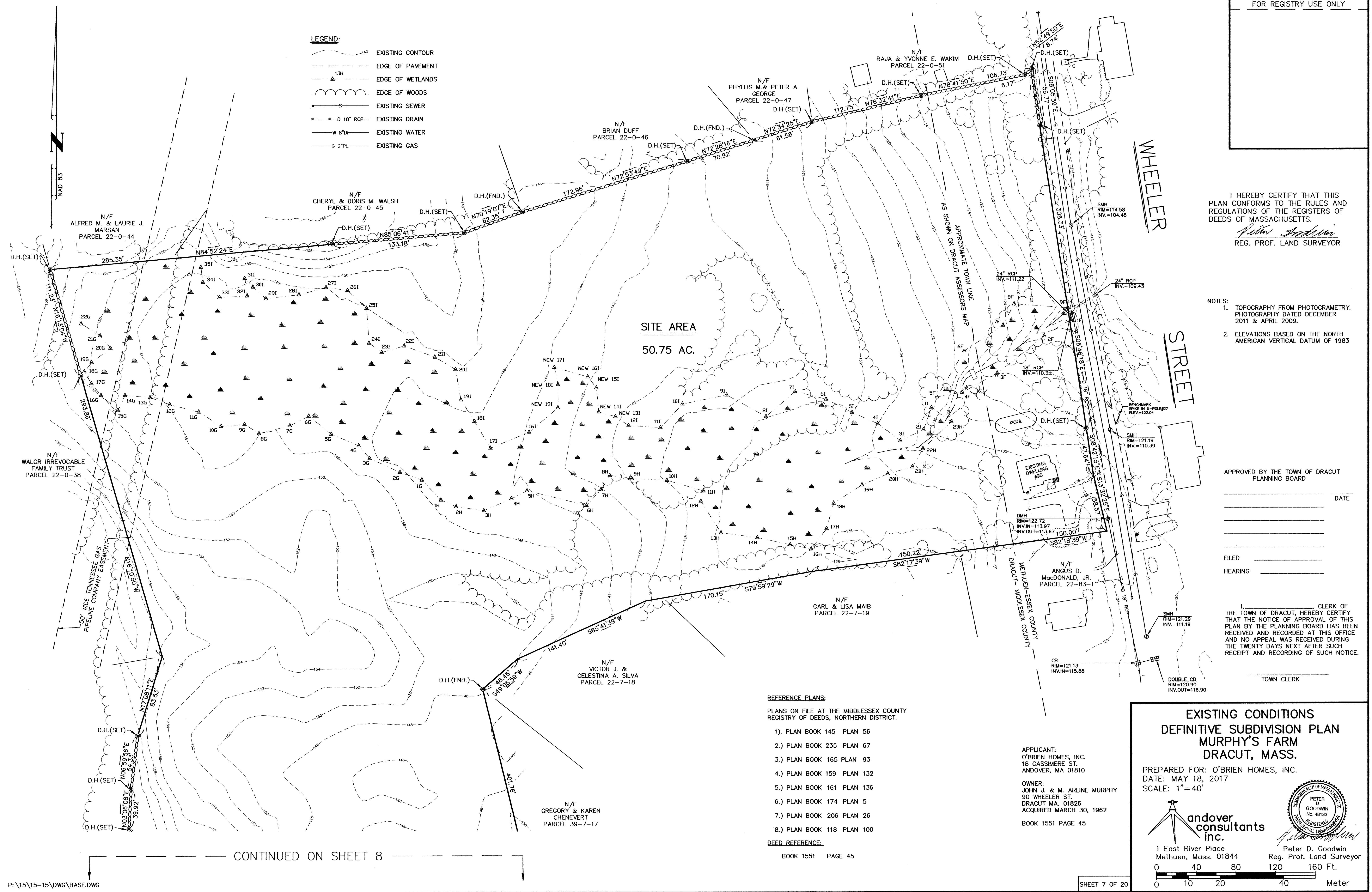
The property is approximately 5.2 miles to the Lowell MBTA station either by car or Lowell Regional Transit Authority. The area is also serviced by the Lowell Regional Transit Authority to other local community services, shopping and services. There are no current bus stops at the site. However, all the ride sharing services would be accessible to the development.

**Site Characteristics and Development Constraints**

Are there any easements, rights of way or other restrictions of record affecting the development of the site ?	No
Is there any evidence of hazardous, flammable or explosive material on the site?	No
Is the site, or any portion thereof, located within a designated flood hazard area?	No
Does the site include areas designated by Natural Heritage as endangered species habitat?	No
Are there documented state-designated wetlands on the site?	No
Are there documented vernal pools on the site?	No
Is the site within a local or state Historic District or listed on the National Register or Historic Places?	No
Has the site or any building(s) on the site been designated as a local, state or national landmark?	No
Are there existing buildings and structures on site?	No
Does the site include documented archeological resources?	No
Does the site include any known significant areas of ledge or steep slopes?	No

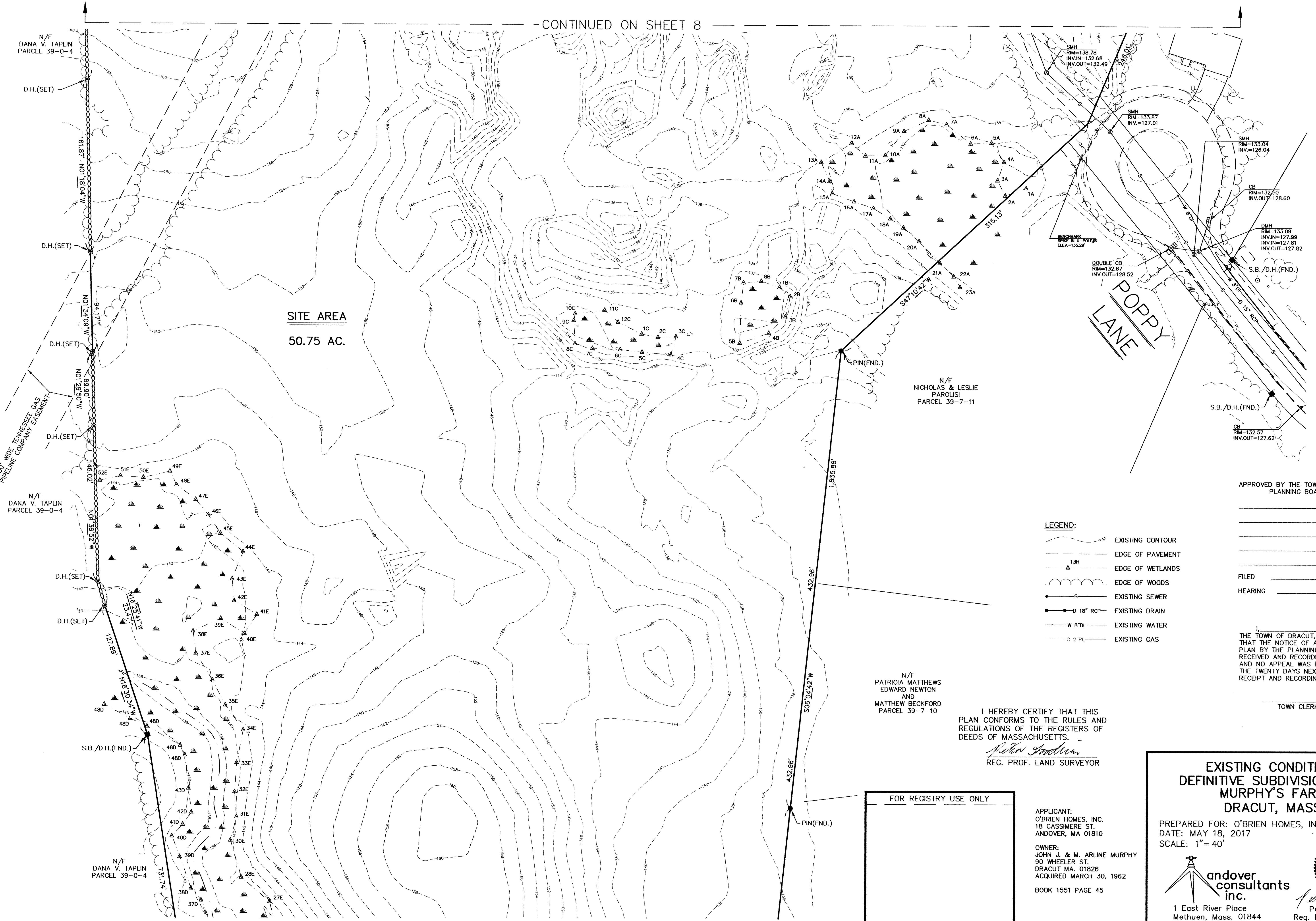
**Comprehensive Permit Site Approval Application  
Murphy's Farm**

**Attachment 2 – Existing Condition/Site Information**

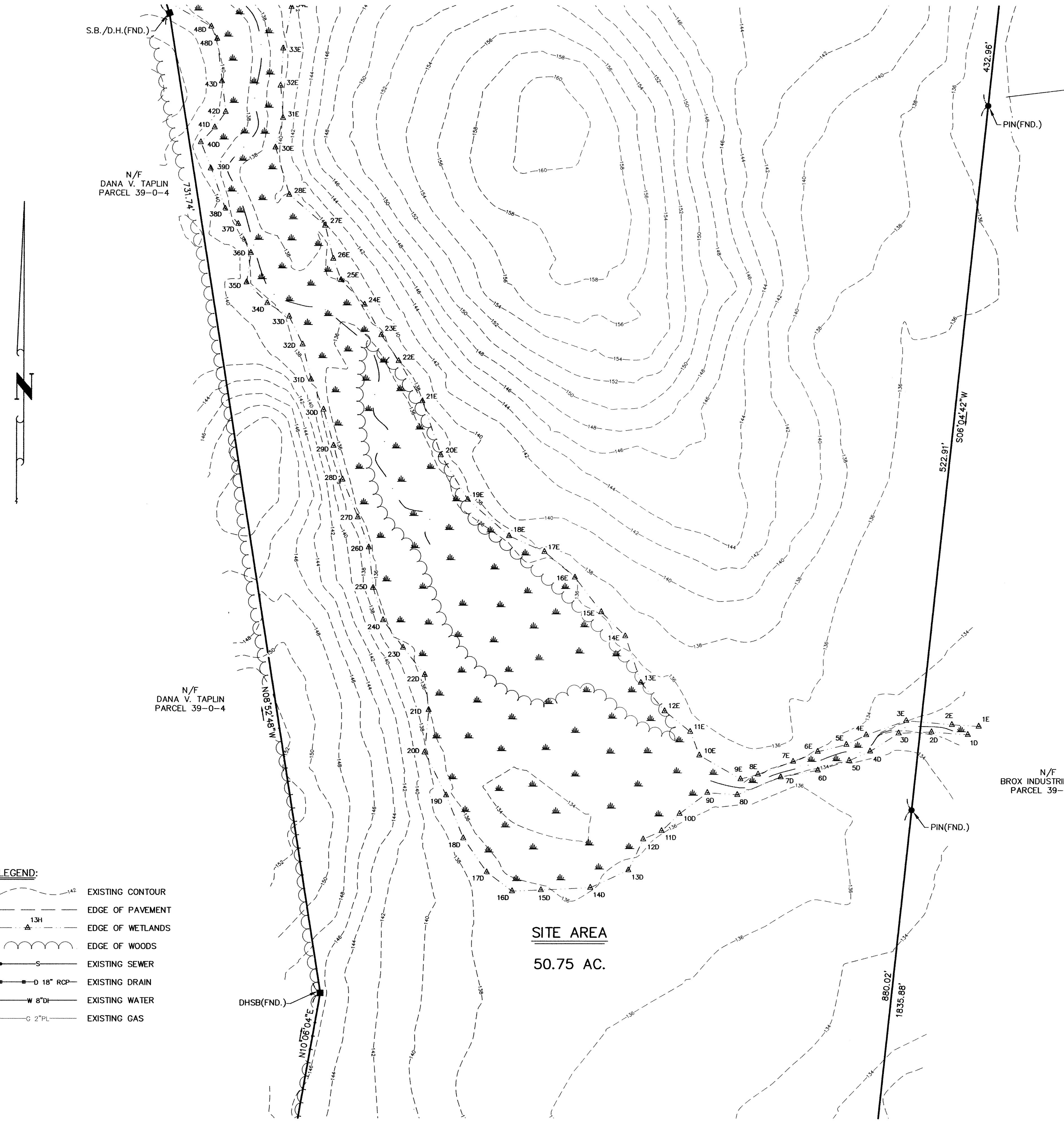




— CONTINUED ON SHEET 8 —



CONTINUED ON SHEET 9



I HEREBY CERTIFY THAT THIS PLAN CONFORMS TO THE RULES AND REGULATIONS OF THE REGISTERS OF DEEDS OF MASSACHUSETTS.

*Peter D. Goodwin*  
REG. PROF. LAND SURVEYOR

APPROVED BY THE TOWN OF DRACUT  
PLANNING BOARD

DATE

FILED  
HEARING

I, CLERK OF THE TOWN OF DRACUT, HEREBY CERTIFY THAT THE NOTICE OF APPROVAL OF THIS PLAN BY THE PLANNING BOARD HAS BEEN RECEIVED AND RECORDED AT THIS OFFICE AND NO APPEAL WAS RECEIVED DURING THE TWENTY DAYS NEXT AFTER SUCH RECEIPT AND RECORDING OF SUCH NOTICE.

TOWN CLERK

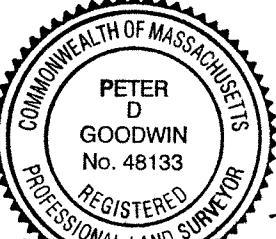
APPLICANT:  
O'BRIEN HOMES, INC.  
18 CASSIMERE ST.  
ANDOVER, MA 01810

OWNER:  
JOHN J. & M. ARLINE MURPHY  
90 WHEELER ST.  
DRACUT MA. 01826  
ACQUIRED MARCH 30, 1962

BOOK 1551 PAGE 45

EXISTING CONDITIONS  
DEFINITIVE SUBDIVISION PLAN  
MURPHY'S FARM  
DRACUT, MASS.

PREPARED FOR: O'BRIEN HOMES, INC.  
DATE: MAY 18, 1977  
SCALE: 1" = 40'



andover  
consultants  
inc.  
*Peter D. Goodwin*  
Peter D. Goodwin  
Reg. Prof. Land Surveyor  
1 East River Place  
Methuen, Mass. 01844  
0 40 80 120 160 Ft.  
Meter

SEE SHEET 10



I HEREBY CERTIFY THAT THIS PLAN CONFORMS TO THE RULES AND REGULATIONS OF THE REGISTERS OF DEEDS OF MASSACHUSETTS.

*Peter Goodwin*  
REG. PROF. LAND SURVEYOR

APPROVED BY THE TOWN OF DRACUT PLANNING BOARD

DATE \_\_\_\_\_

FILED \_\_\_\_\_  
HEARING \_\_\_\_\_

CLERK OF  
THE TOWN OF DRACUT, HEREBY CERTIFY  
THAT THE NOTICE OF APPROVAL OF THIS  
PLAN BY THE PLANNING BOARD HAS BEEN  
RECEIVED AND RECORDED AT THIS OFFICE  
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THE TWENTY DAYS NEXT AFTER SUCH  
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TOWN CLERK \_\_\_\_\_

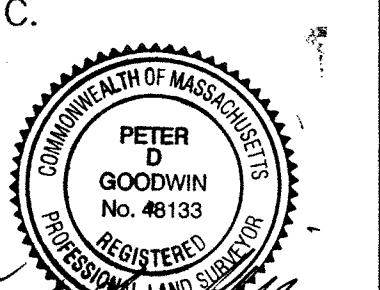
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BOOK 1551 PAGE 45

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1 East River Place  
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0 40 80 120 160 Ft.  
0 10 20 40 Meter



Murphy's Farm  
Site Aerial



4 Poppy Ln  
Murphy's Farm



Image capture: Nov 2020 © 2022 Google

Dracut, Massachusetts

Google

Street View - Nov 2020



Google Maps

88 Wheeler St

Murphy's Farm

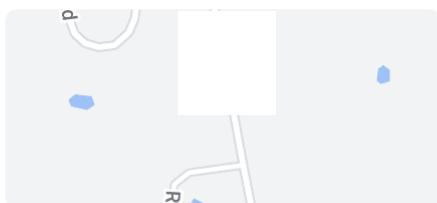


Image capture: Nov 2020 © 2022 Google

Dracut, Massachusetts

Google

Street View - Nov 2020



**Murphy's Farm  
Dracut, MA  
Architectural Narrative**

Murphy's Farm is a multi-phase residential development project on a 50-acre property in western Dracut, MA. Approximately five acres of the property are wetlands.

The development will consist of 47 residential buildings, with a mix of four-bedroom flats and 4-bedroom townhouses; along with two clubhouses for community use and several covered pavilion structures. Buildings will be situated to provide green common spaces between them for community recreation. A network of meandering walking paths will connect the residences with recreational spaces, while the pavilions scattered throughout the site provide residents with shade and outdoor seating.

Building Prototype "A" will be a 2-1/2 story, 7-unit building of approximately 13,668 sf, consisting of four 4-bedroom flats and three 4-bedroom townhouse units. Thirty-four of these buildings are planned.

Building Prototype "A2" will be a 2-1/2 story, 5-unit building of approximately 9,948 sf, with two 4-bedroom flats, and three 4-bedroom townhouse. Twelve of these buildings are planned.

Building Type "B" will be a 2-1/2 story, 5,100sf duplex, with two 4-bedroom townhouses, two garage bays. One building is planned.

In addition to the residential buildings, there will be two 1,800 sf clubhouses for community use. Each of these will have a meeting room, a kitchenette, office and toilet rooms, and will be handicapped accessible.

Common covered pavilion structures that are approximately 400 sf will be constructed around the site. These will be handicapped accessible.

Overall, the project will have 300 residential units in total, including 1,200 bedrooms.

ZONING SUMMARY	
Zoning District:	Residence R-1
	Standard Requirements
Minimum Lot Area	40,000 SF
Frontage	175 Feet
Front Yard Setback	30 Feet
Side Yard Setback	15 Feet
Rear Yard Setback	35 Feet
Minimum Lot Width	30 Feet
Maximum Building Height	36 Feet/2.5 Stories

# Definitive Subdivision Plan

## Murphy's Farm

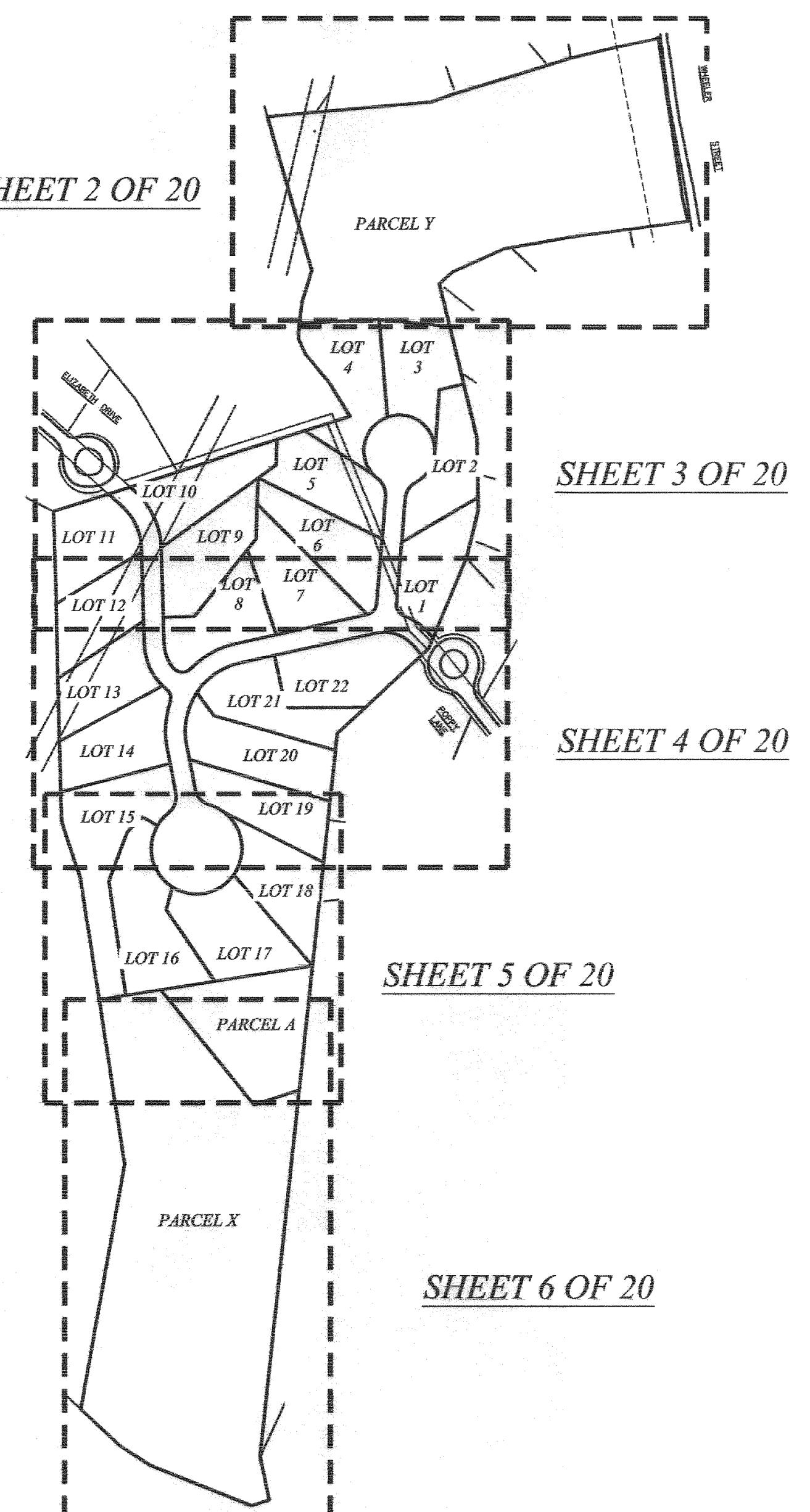
### Dracut, Massachusetts

SHEET INDEX	
Sheet Number	Drawing Title
1 of 21	COVER SHEET
2 of 21	DEFINITIVE SUBDIVISION PLAN
3 of 21	DEFINITIVE SUBDIVISION PLAN
4 of 21	DEFINITIVE SUBDIVISION PLAN
5 of 21	DEFINITIVE SUBDIVISION PLAN
6 of 21	DEFINITIVE SUBDIVISION PLAN
7 of 21	EXISTING CONDITIONS
8 of 21	EXISTING CONDITIONS
9 of 21	EXISTING CONDITIONS
10 of 21	EXISTING CONDITIONS
11 of 21	EXISTING CONDITIONS
12 of 21	GRADING PLAN (1 OF 4)
13 of 21	GRADING PLAN (2 OF 4)
14 of 21	GRADING PLAN (3 OF 4)
15 of 21	GRADING PLAN (4 OF 4)
16 of 21	PROFILE - POPPY LANE EXT.
17 of 21	PROFILE - ELIZABETH DRIVE EXT.
18 of 21	PROFILE - MURPHY WAY
19 of 21	PROFILES & DETAILS
20 of 21	ELIZABETH DRIVE & POPPY LANE CUL DE SAC MODIFICATION
21 of 21	DETAILS

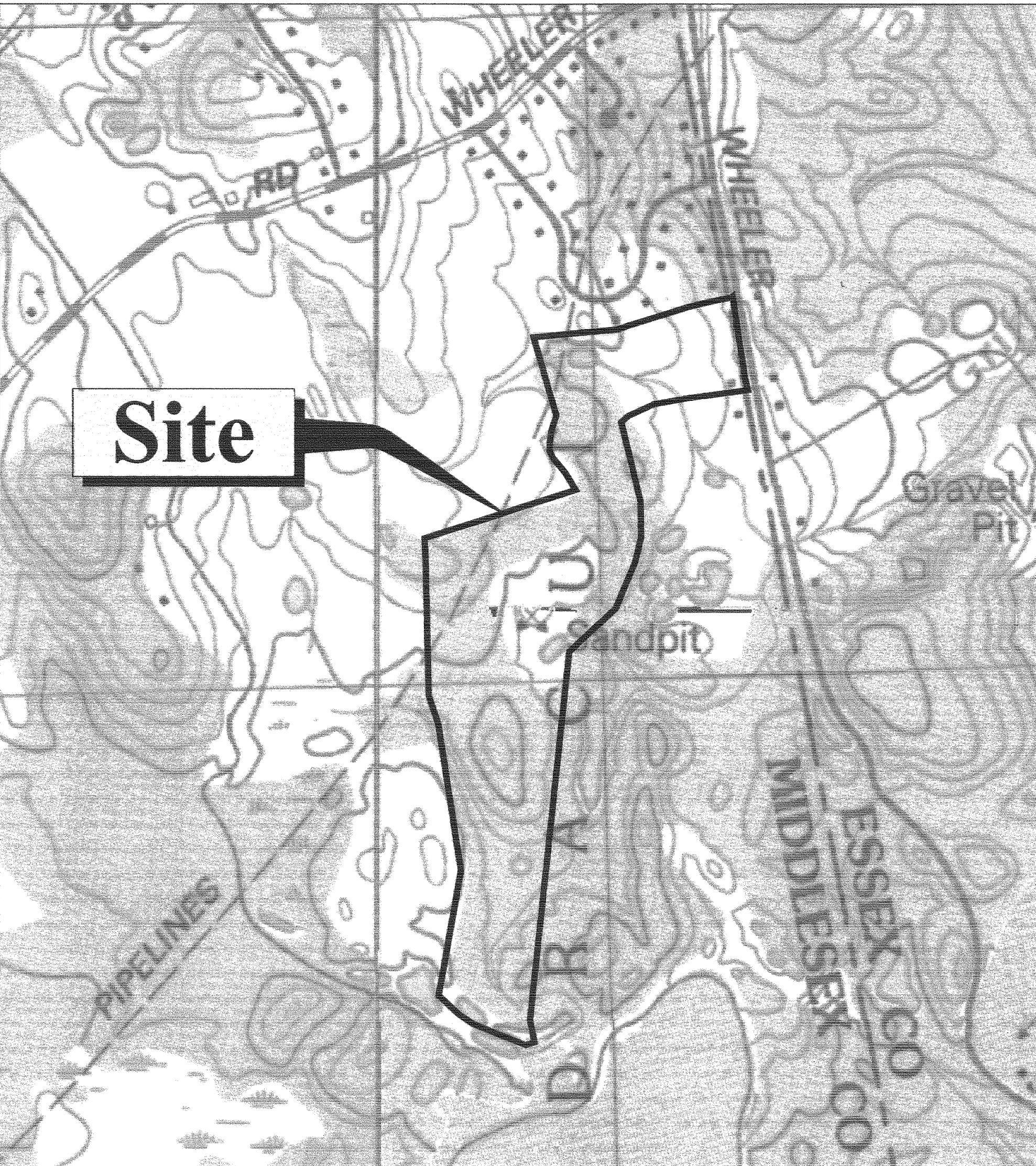
LOT SUMMARY CHART						
Total Lot Area = 2,210,583 SF (50.748 ACRES)						
LOT #	Lot Area SF	Wetland Area SF	(Lot Area) - (70% Wetlands) SF	Perimeter LF	A/P > 40	Frontage LF
1	40,005	0	40,005	888.35	45.0	175.50
2	40,954	0	40,954	991.82	41.3	256.50
3	42,000	0	42,000	973.67	43.1	176.00
4	51,170	0	51,170	1,227.56	41.7	176.00
5	44,464	0	44,464	924.79	48.1	175.97
6	44,136	0	44,136	1,013.03	43.6	183.38
7	45,200	7,333	40,067	980.49	46.1	235.38
8	41,000	826	40,422	942.08	43.5	262.60
9	47,050	9,297	40,542	959.91	49.0	175.50
10	40,102	0	40,102	990.83	40.5	177.62
11	40,005	0	40,005	808.24	49.5	175.53
12	40,005	0	40,005	877.20	45.6	175.48
13	40,005	0	40,005	891.20	44.9	175.50
14	45,465	1,337	44,529	918.05	49.5	175.51
15	70,483	33,208	47,237	1,586.06	44.4	175.50
16	60,797	6,920	55,953	1,203.81	50.5	175.50
17	53,937	0	53,937	1,008.47	53.5	175.50
18	44,062	0	44,062	1,059.53	41.6	175.50
19	42,310	0	42,310	981.81	43.1	175.52
20	49,943	0	49,943	1,071.16	46.6	176.81
21	43,965	0	43,965	1,094.92	40.2	224.35
22	49,954	12,768	41,016	929.55	53.7	399.74
Parcel Y	467,732	99,417	398,140	3,180.98	147.0	471.31
Parcel A	80,204	N/A	N/A	N/A	N/A	N/A
Parcel X	485,730	N/A	N/A	N/A	N/A	N/A

NOTE:

THIS PLAN IS NOT APPROVED FOR CONSTRUCTION UNTIL IT BEARS THE SIGNATURE OF THE DRACUT PLANNING BOARD.



SHEET KEY 1"=300'



LOCUS MAP 1"=500'

REFERENCE PLANS:  
PLANS ON FILE AT THE MIDDLESEX COUNTY REGISTRY OF DEEDS, NORTHERN DISTRICT.  
1.) PLAN BOOK 145 PLAN 56  
2.) PLAN BOOK 235 PLAN 67  
3.) PLAN BOOK 165 PLAN 93  
4.) PLAN BOOK 159 PLAN 132  
5.) PLAN BOOK 161 PLAN 136  
6.) PLAN BOOK 174 PLAN 5  
7.) PLAN BOOK 206 PLAN 26  
8.) PLAN BOOK 118 PLAN 100

FOR REGISTRY USE ONLY  
DEED REFERENCE:  
MIDDLESEX COUNTY REGISTRY OF DEEDS, NORTHERN DISTRICT BOOK 155 PAGE 45  
RECORD OWNER:  
JOHN J. & M. ALINE MURPHY  
231 WHEELER STREET  
DRACUT, MASS 01826  
ACQUIRED LAND MARCH 30, 1962  
APPLICANT:  
KEVIN O'BRIEN  
O'BRIEN HOMES, INC.  
18 CASSIMERE STREET  
ANDOVER, MA 01810  
ASSESSOR REFERENCE:  
22-0-53

I HEREBY CERTIFY THAT THIS PLAN CONFORMS TO THE RULES AND REGULATIONS OF THE REGISTERS OF DEEDS OF MASSACHUSETTS.  
REG. PROF. LAND SURVEYOR

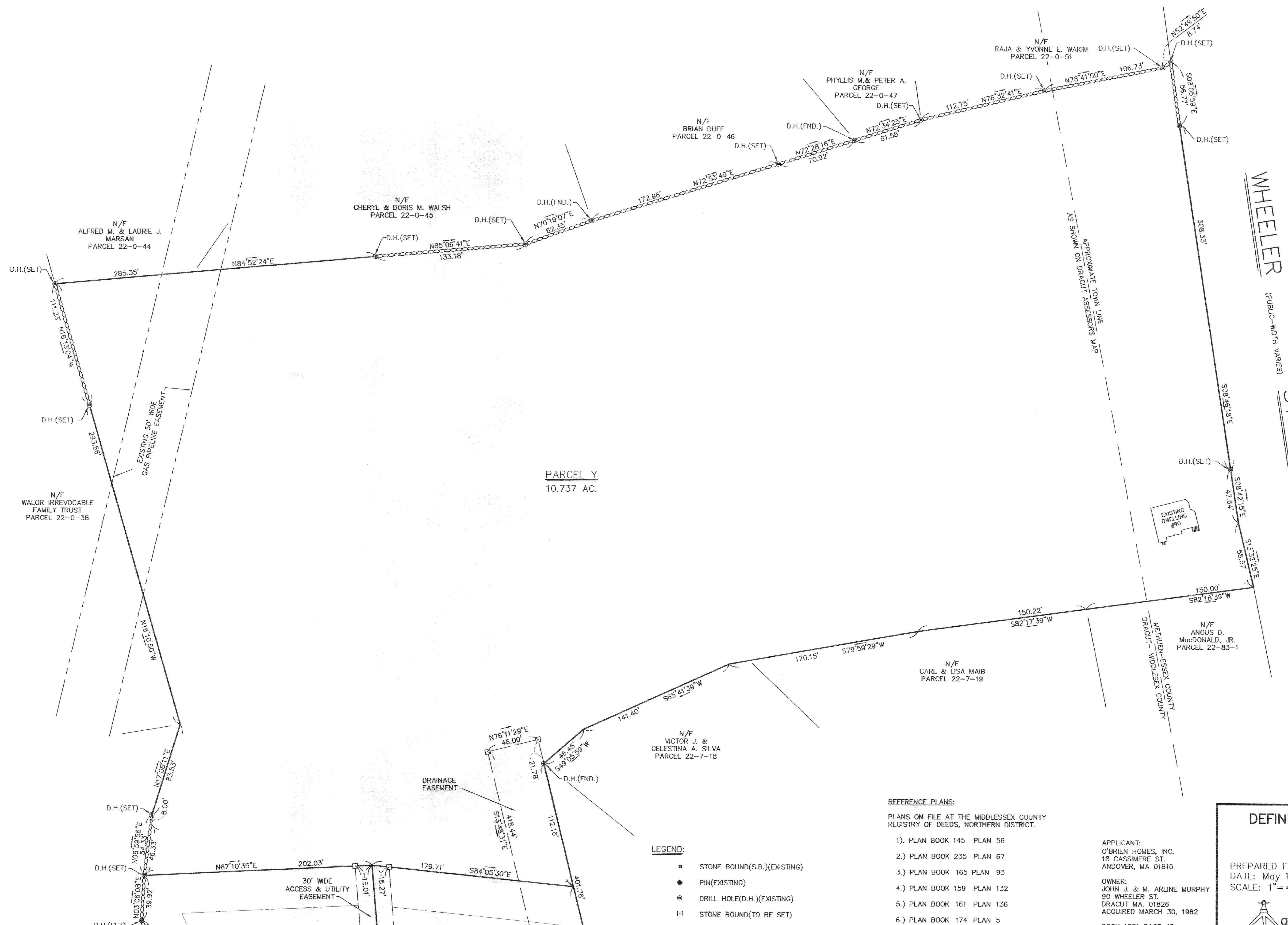
APPROVED BY THE TOWN OF DRACUT PLANNING BOARD

DATE

CLERK OF THE TOWN OF DRACUT, HEREBY CERTIFY THAT THE NOTICE OF APPROVAL OF THIS PLAN BY THE PLANNING BOARD HAS BEEN RECEIVED AND RECORDED AT THIS OFFICE AND NO APPEAL WAS RECEIVED DURING THE TWENTY DAYS NEXT AFTER SUCH RECEIPT AND RECORDING OF SUCH NOTICE.  
TOWN CLERK

Revision No.	Revision Description	Date
3	per Town Engineer review comments of 7-26-17	AUGUST 9, 2017
2	per Town Engineer meeting comments of 7-14-17	JULY 19, 2017
1	per Town Engineer review comments of 6-28-17	JULY 6, 2017

Revision No.	Revision Description	Date
<p>COVER SHEET DEFINITIVE SUBDIVISION PLAN MURPHY'S FARM DRACUT, MASS</p> <p>PREPARED FOR: O'BRIEN HOMES DATE: May 18, 2017 REV: August 9, 2017</p> <p>andover consultants inc.</p> <p>James S. Fairweather II CIVIL No. 34716 REGISTERED ENGINEER</p> <p>1 East River Place Methuen, Mass. 01844 0 40 80 120 160 Ft. 0 10 20 40 Meter</p>		



LEGEND:

- STONE BOUND(S.B.)(EXISTING)
- PIN(EXISTING)
- DRILL HOLE(D.H.)(EXISTING)
- STONE BOUND(TO BE SET)
- PIN OR DRILL HOLE (TO BE SET)

ZONING SETBACK

CONTINUED ON SHEET 3

REFERENCE PLANS:

PLANS ON FILE AT THE MIDDLESEX COUNTY REGISTRY OF DEEDS, NORTHERN DISTRICT.

- 1.) PLAN BOOK 145 PLAN 56
- 2.) PLAN BOOK 235 PLAN 67
- 3.) PLAN BOOK 165 PLAN 93
- 4.) PLAN BOOK 159 PLAN 132
- 5.) PLAN BOOK 161 PLAN 136
- 6.) PLAN BOOK 174 PLAN 5
- 7.) PLAN BOOK 206 PLAN 26
- 8.) PLAN BOOK 118 PLAN 100

DEED REFERENCE:

BOOK 1551 PAGE 45

APPLICANT:  
O'BRIEN HOMES, INC.  
18 CASSIMERE ST.  
ANDOVER, MA 01810

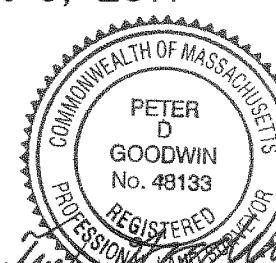
OWNER:  
JOHN J. & M. ARLINE MURPHY  
90 WHEELER ST.  
DRACUT MA. 01826  
ACQUIRED MARCH 30, 1962

BOOK 1551 PAGE 45

**DEFINITIVE SUBDIVISION PLAN  
MURPHY'S FARM  
DRACUT, MASS.**

PREPARED FOR: O'BRIEN HOMES, INC.  
DATE: May 18, 2017 REV: August 9, 2017  
SCALE: 1" = 40'

**andover  
consultants  
inc.**



Peter D. Goodwin  
Reg. Prof. Land Surveyor  
1 East River Place  
Methuen, Mass. 01844  
0 40 80 120 160 Ft.  
0 10 20 40 Meter

FOR REGISTRY USE ONLY

I HEREBY CERTIFY THAT THIS PLAN CONFORMS TO THE RULES AND REGULATIONS OF THE REGISTERS OF DEEDS OF MASSACHUSETTS.  
Peter Goodwin  
REG. PROF. LAND SURVEYOR

APPROVED BY THE TOWN OF DRACUT  
PLANNING BOARD

DATE

CLERK OF THE TOWN OF DRACUT, HEREBY CERTIFY THAT THE NOTICE OF APPROVAL OF THIS PLAN BY THE PLANNING BOARD HAS BEEN RECEIVED AND RECORDED AT THIS OFFICE AND NO APPEAL WAS RECEIVED DURING THE TWENTY DAYS NEXT AFTER SUCH RECEIPT AND RECORDING OF SUCH NOTICE.

TOWN CLERK

FOR REGISTRY USE ONLY

- CONTINUED ON SHEET 2 -

**LEGEND:**

- STONE BOUND(S.B.)(EXISTING)
- PIN(EXISTING)
- ◎ DRILL HOLE(D.H.)(EXISTING)
- STONE BOUND(TO BE SET)
- ◎ PIN OR DRILL HOLE (TO BE SET)

## ZONING SETBACK

ELIZABETH  
S.B. / D.H. (FND.)

DRIVE

LOT 11  
40,005 S.E.

N/F  
ROBERT J.  
& DONNA M.  
BARKER  
PARCEL 39-37-20

卷之三

N/F  
DANA V. TAPLIN  
PARCEL 39-0-4  
74.33'

N/F  
IRREVOCABLE  
LY TRUST  
1-32-0-38

LOT  
51,170

LOT  
42,000

N/F  
GREGORY & KAREN  
CHENEVERT  
PARCEL 39-7-17

I HEREBY CERTIFY THAT THIS  
LAN CONFORMS TO THE RULES AND  
EGULATIONS OF THE REGISTERS OF  
EEDS OF MASSACHUSETTS.

Peter Goodman  
REG. PROF. LAND SURVEYOR

APPROVED BY THE TOWN OF DRACUT  
PLANNING BOARD

DATE

FILED \_\_\_\_\_

HEARING \_\_\_\_\_

I, \_\_\_\_\_, CLERK OF  
THE TOWN OF DRACUT, HEREBY CERTIFY  
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PLAN BY THE PLANNING BOARD HAS BEEN  
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APPLICANT:  
O'BRIEN HOMES, INC.  
8 CASSIMERE ST.  
ANDOVER, MA 01810

OWNER:  
JOHN J. & M. ARLINE MURPHY  
90 WHEELER ST.  
DRACUT MA. 01826  
ACQUIRED MARCH 30, 1962

BOOK 1551 PAGE 45

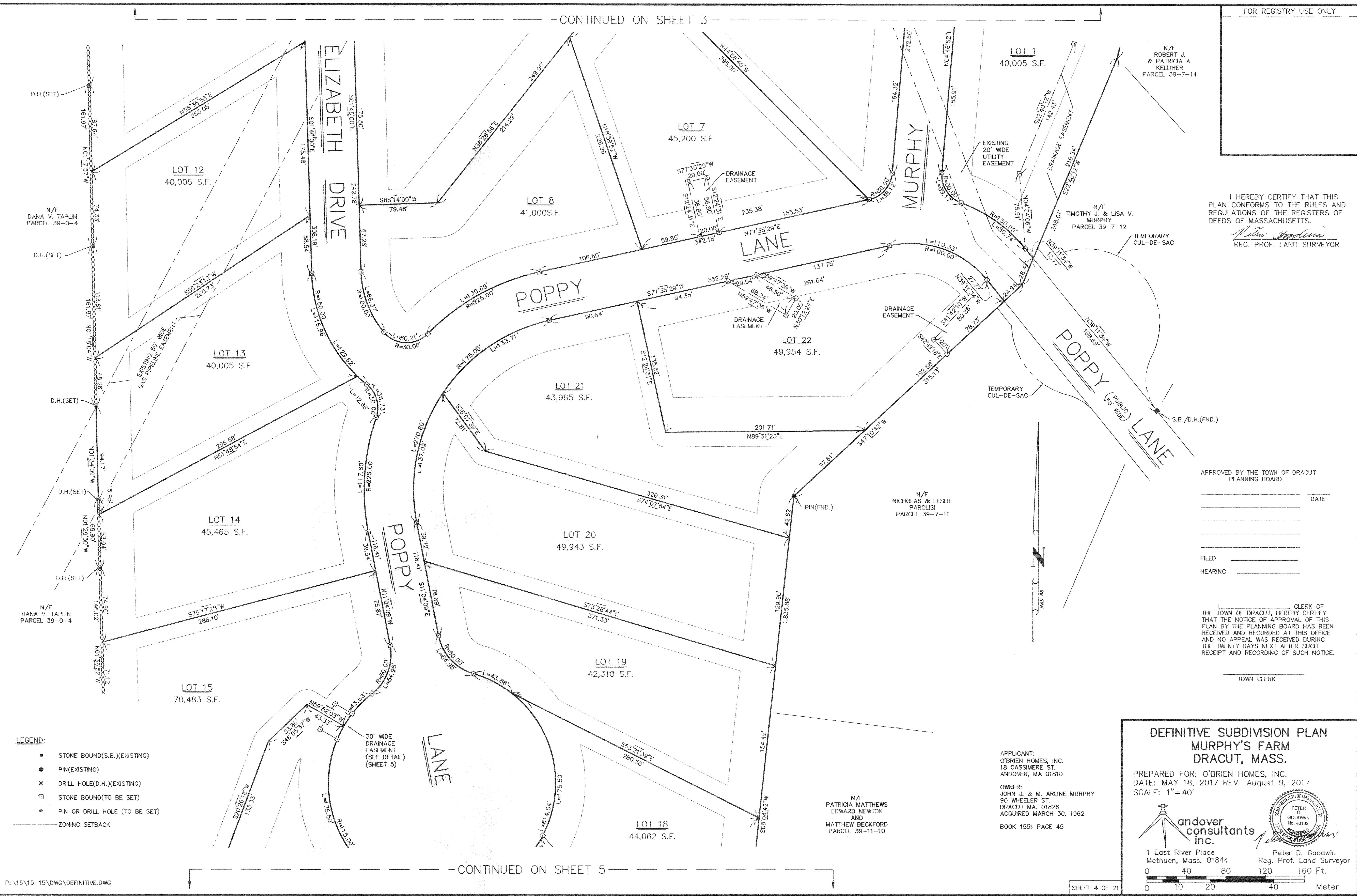
DEFINITIVE SUBDIVISION PLAN  
MURPHY'S FARM  
DRACUT MASS

PREPARED FOR: O'BRIEN HOMES, INC.  
DATE: MAY 18, 2017 REV: August 9, 2017  
SCALE: 1" = 40'

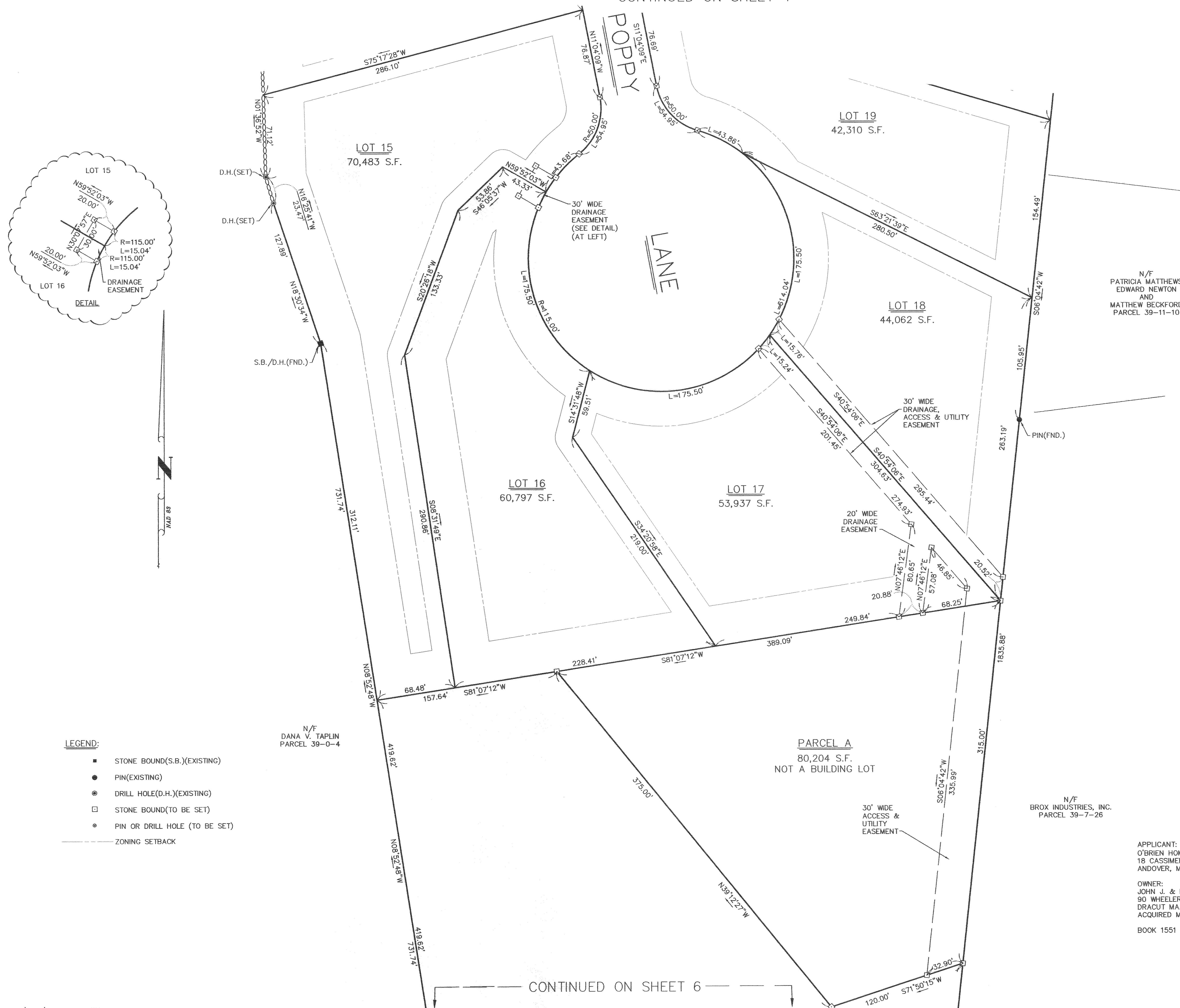
A surveyor's stamp and a scale bar. The stamp is circular with a scalloped edge, containing the text 'COMMONWEALTH OF MASSACHUSETTS', 'PETER D. GOODWIN', 'No. 48133', 'REGISTERED', and 'PROFESSIONAL LAND SURVEYOR'. Below the stamp is a handwritten signature of 'Peter D. Goodwin'. The scale bar at the bottom shows distances in feet and meters, with markings at 0, 40, 80, 120, 160, 10, 20, 40, and 40 meters.

— CONTINUED ON SHEET

SHEET 3 OF 21



- CONTINUED ON SHEET 4 -



I HEREBY CERTIFY THAT THIS PLAN CONFORMS TO THE RULES AND REGULATIONS OF THE REGISTERS OF DEEDS OF MASSACHUSETTS.

*Peter Goodwin*  
REG. PROF. LAND SURVEYOR

APPROVED BY THE TOWN OF DRACUT PLANNING BOARD

DATE

FILED  
HEARING

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TOWN CLERK

### DEFINITIVE SUBDIVISION PLAN MURPHY'S FARM DRACUT, MASS.

PREPARED FOR: O'BRIEN HOMES, INC.  
DATE: MAY 18, 2017 REV: August 9, 2017  
SCALE: 1" = 40'

*Peter D. Goodwin*  
andover consultants inc.

1 East River Place  
Methuen, Mass. 01844  
Peter D. Goodwin  
Reg. Prof. Land Surveyor  
0 10 20 40 80 120 160 Ft.  
0 10 20 40 Meter

APPROVED BY THE TOWN OF DRACUT  
PLANNING BOARD

DATE

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TOWN CLERK

N/F  
DANA V. TAPLIN  
PARCEL 39-0-4

N/F  
BROX INDUSTRIES, INC.  
PARCEL 39-0-3

PARCEL X  
11.05 AC.

N/F  
BROX INDUSTRIES, INC.  
PARCEL 39-2-1

N/F  
BROX INDUSTRIES, INC.  
PARCEL 39-7-26

LEGEND:

- STONE BOUND(S.B.)(EXISTING)
- PIN(EXISTING)
- ◎ DRILL HOLE(D.H.)(EXISTING)
- STONE BOUND(TO BE SET)
- ◎ PIN OR DRILL HOLE (TO BE SET)

ZONING SETBACK

NAD 83

I HEREBY CERTIFY THAT THIS  
PLAN CONFORMS TO THE RULES AND  
REGULATIONS OF THE REGISTERS OF  
DEEDS OF MASSACHUSETTS.

*John Goodwin*  
REG. PROF. LAND SURVEYOR

FOR REGISTRY USE ONLY

— CONTINUED ON SHEET 5 —

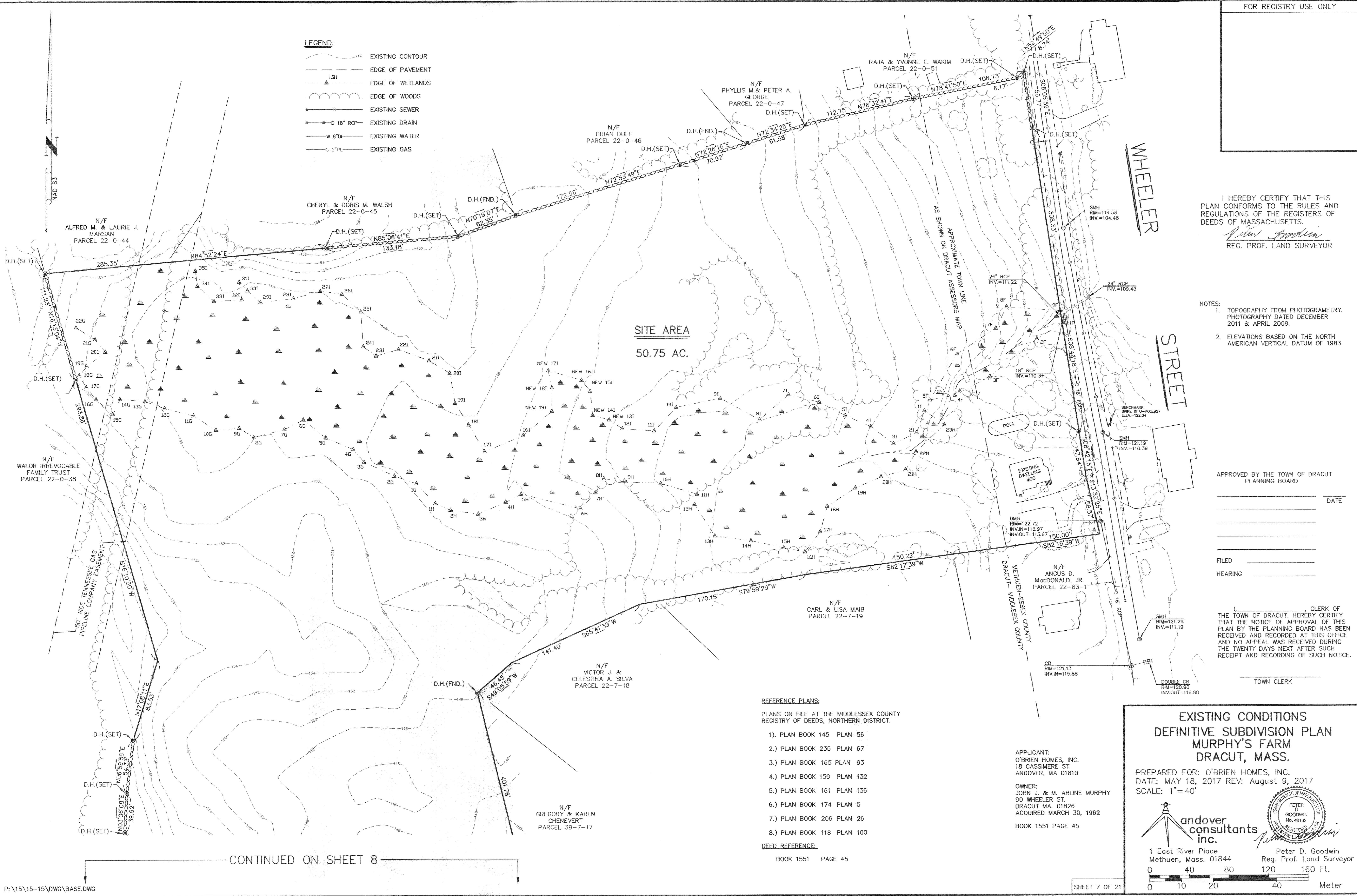
DEFINITIVE SUBDIVISION PLAN  
MURPHY'S FARM  
DRACUT, MASS.

PREPARED FOR: O'BRIEN HOMES, INC.  
DATE: MAY 18, 2017 REV: August 9, 2017  
SCALE: 1"=40'

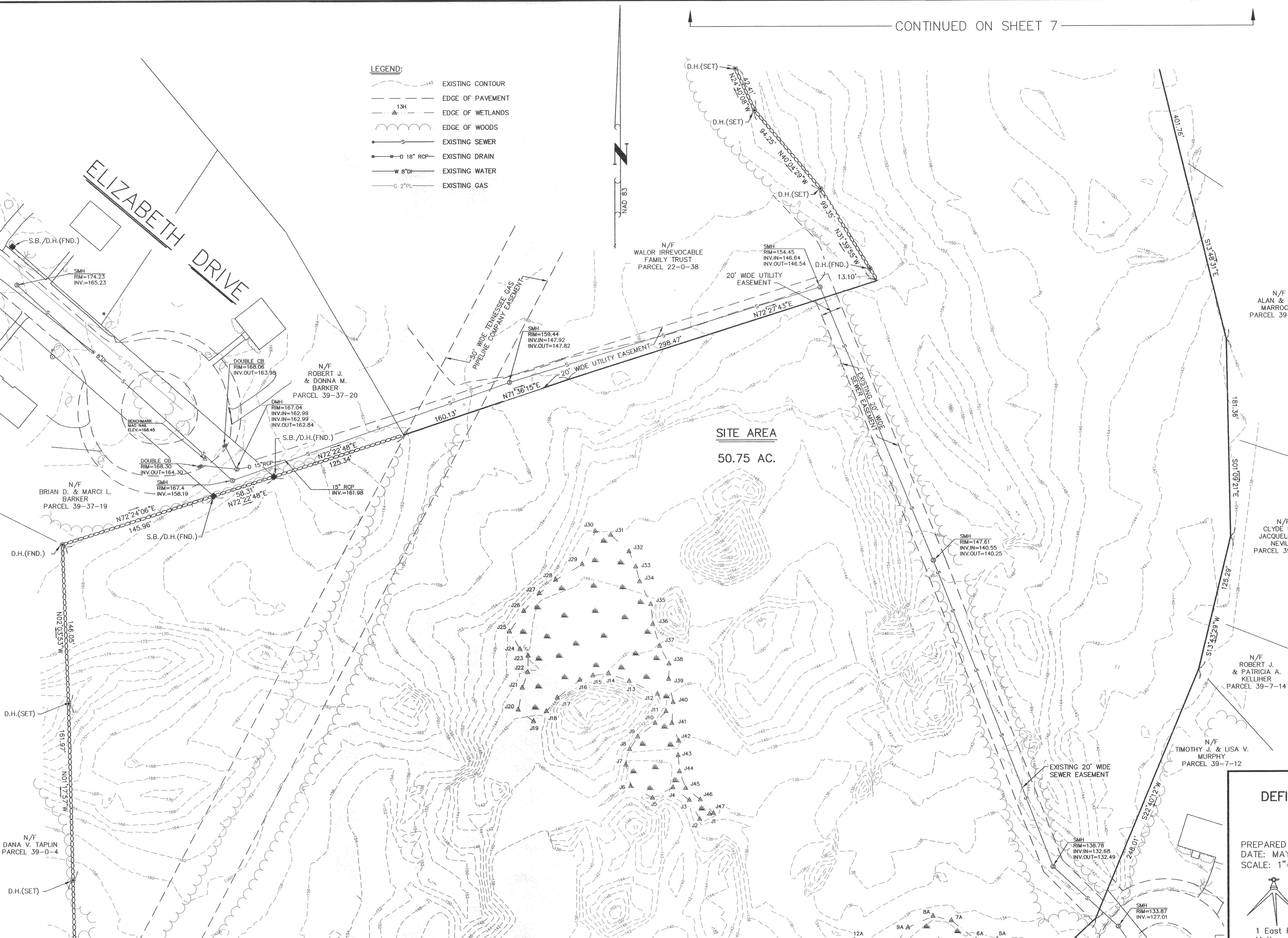


APPLICANT:  
O'BRIEN HOMES, INC.  
18 CASSIMERE ST.  
ANDOVER, MA 01810  
  
OWNER:  
JOHN J. & M. ARLINE MURPHY  
90 WHEELER ST.  
DRACUT MA. 01826  
ACQUIRED MARCH 30, 1962  
BOOK 1551 PAGE 45

1 East River Place  
Methuen, Mass. 01844  
Peter D. Goodwin  
Reg. Prof. Land Surveyor  
0 40 80 120 160 Ft.  
0 10 20 40 Meter



CONTINUED ON SHEET 7



I HEREBY CERTIFY THAT THIS PLAN CONFORMS TO THE RULES AND REGULATIONS OF THE REGISTERS OF DEEDS OF MASSACHUSETTS.

*Peter Goodwin*  
REG. PROF. LAND SURVEYOR

APPROVED BY THE TOWN OF DRACUT PLANNING BOARD

DATE

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TOWN CLERK

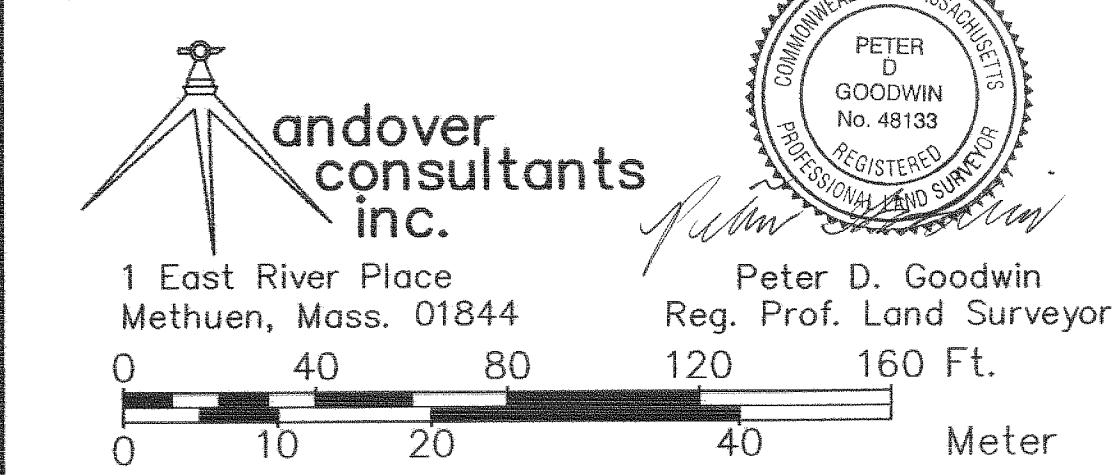
APPLICANT:  
O'BRIEN HOMES, INC.  
18 CASSIMERE ST.  
ANDOVER, MA 01810

OWNER:  
JOHN J. & M. ARLINE MURPHY  
90 WHEELER ST.  
DRACUT MA. 01826  
ACQUIRED MARCH 30, 1962

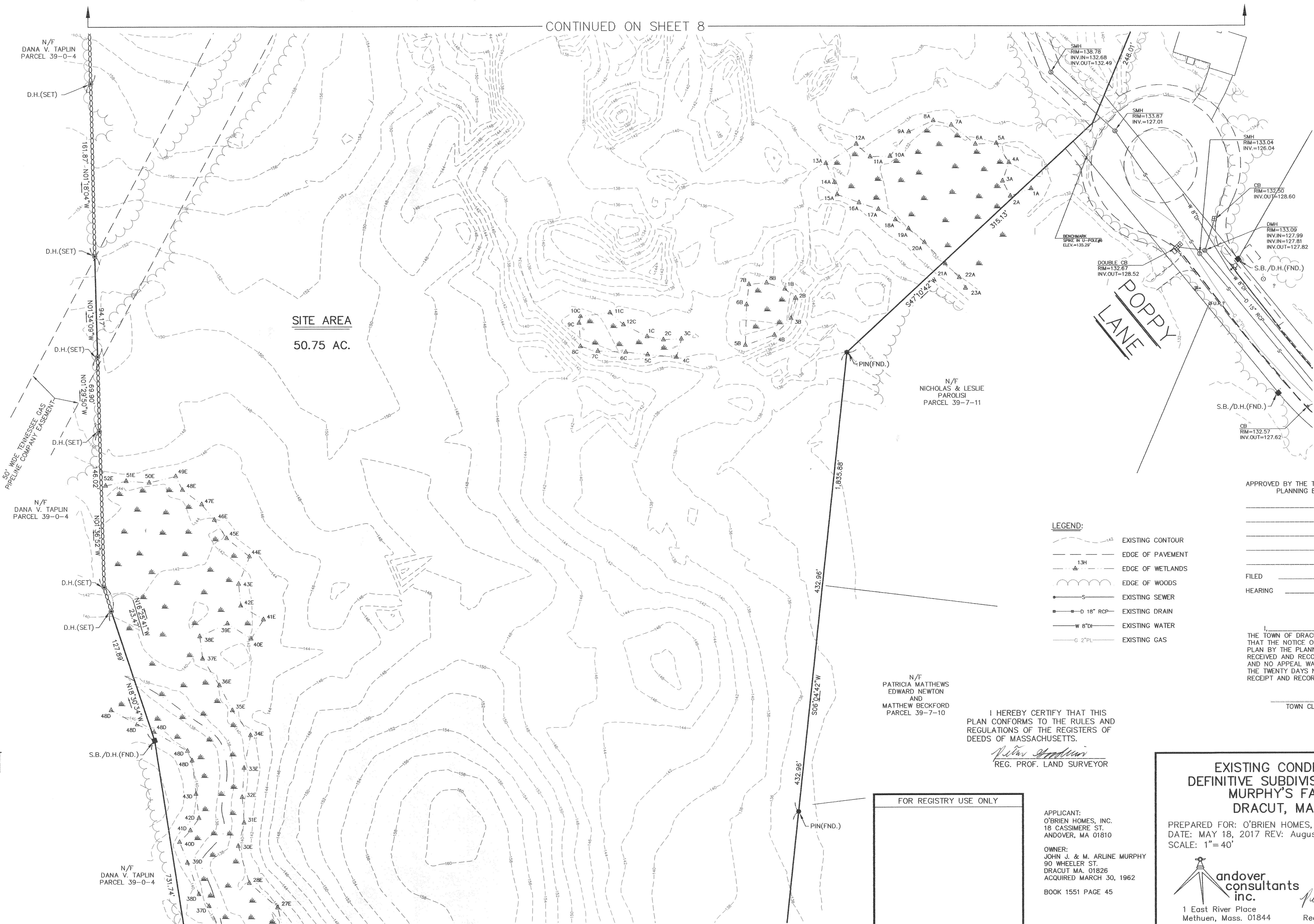
BOOK 1551 PAGE 45

**EXISTING CONDITIONS  
DEFINITIVE SUBDIVISION PLAN  
MURPHY'S FARM  
DRACUT, MASS.**

PREPARED FOR: O'BRIEN HOMES, INC.  
DATE: MAY 18, 2017 REV: August 9, 2017  
SCALE: 1" = 40'



CONTINUED ON SHEET 8



APPROVED BY THE TOWN OF DRACUT  
PLANNING BOARD

DATE

FILED \_\_\_\_\_  
HEARING \_\_\_\_\_

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*Peter D. Goodwin*  
REG. PROF. LAND SURVEYOR

FOR REGISTRY USE ONLY

APPLICANT:  
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DRACUT MA. 01826  
ACQUIRED MARCH 30, 1962

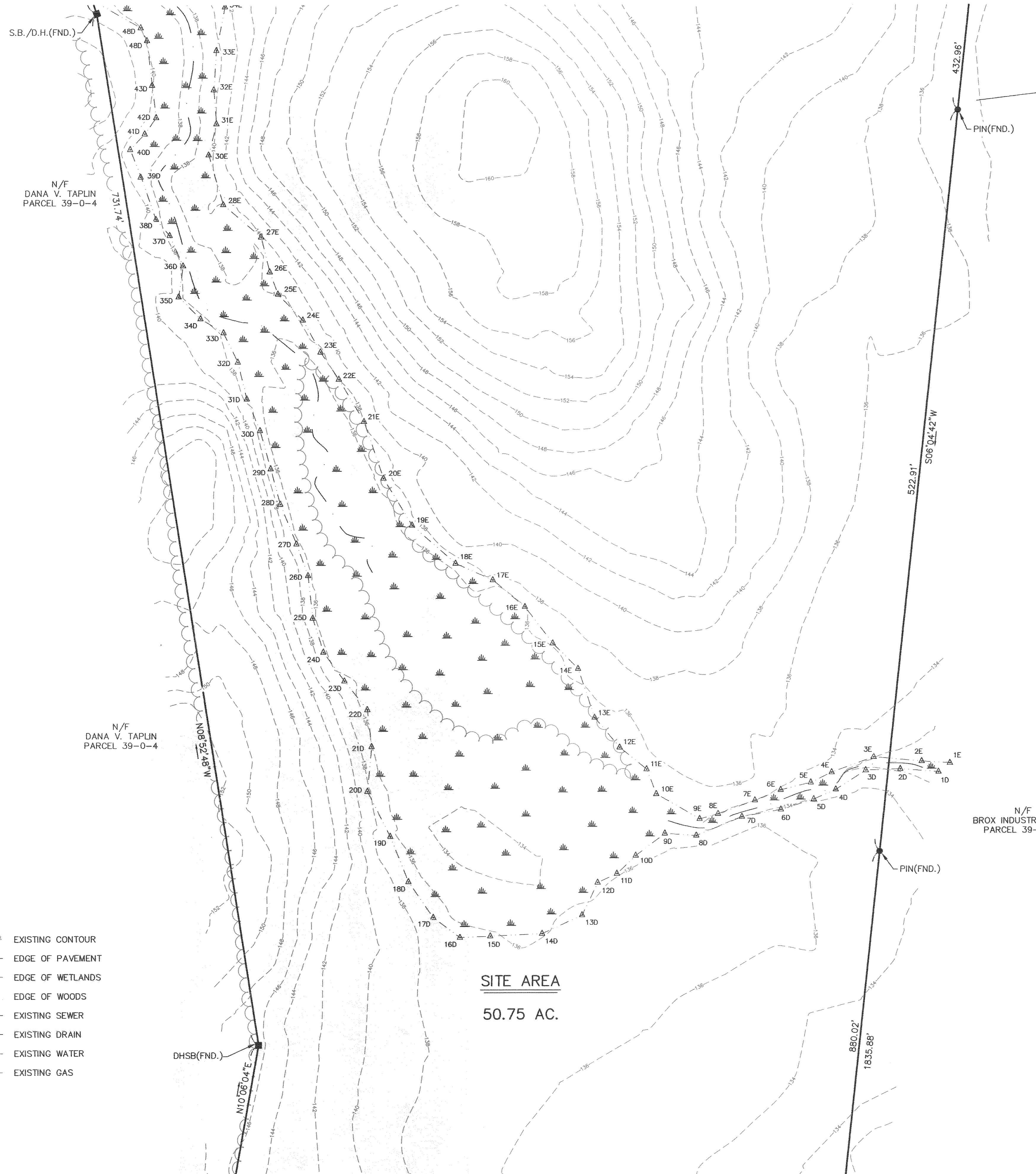
BOOK 1551 PAGE 45

EXISTING CONDITIONS  
DEFINITIVE SUBDIVISION PLAN  
MURPHY'S FARM  
DRACUT, MASS.

PREPARED FOR: O'BRIEN HOMES, INC.  
DATE: MAY 18, 2017 REV: August 9, 2017  
SCALE: 1" = 40'

*Peter D. Goodwin*  
Reg. Prof. Land Surveyor  
  
andover consultants inc.  
1 East River Place  
Methuen, Mass. 01844  
0 40 80 120 160 Ft.  
Meter

CONTINUED ON SHEET 9



I HEREBY CERTIFY THAT THIS  
PLAN CONFORMS TO THE RULES AND  
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DEEDS OF MASSACHUSETTS.

*Peter Goodwin*  
REG. PROF. LAND SURVEYOR

APPROVED BY THE TOWN OF DRACUT  
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DATE \_\_\_\_\_

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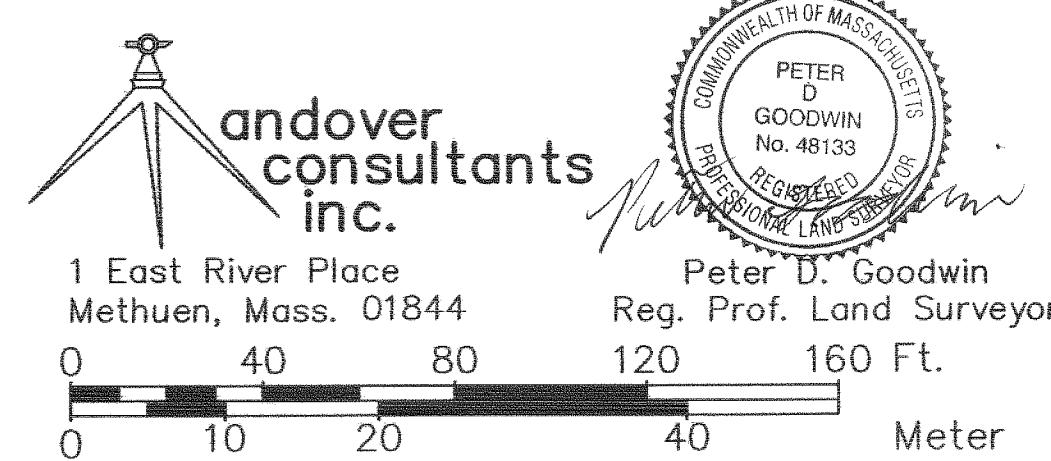
APPLICANT:  
O'BRIEN HOMES, INC.  
18 CASSIMERE ST.  
ANDOVER, MA 01810

OWNER:  
JOHN J. & M. ARLINE MURPHY  
90 WHEELER ST.  
DRACUT MA. 01826  
ACQUIRED MARCH 30, 1962

BOOK 1551 PAGE 45

**EXISTING CONDITIONS  
DEFINITIVE SUBDIVISION PLAN  
MURPHY'S FARM  
DRACUT, MASS.**

PREPARED FOR: O'BRIEN HOMES, INC.  
DATE: MAY 18, 2017 REV: August 9, 2017  
SCALE: 1" = 40'



SEE SHEET 10



I HEREBY CERTIFY THAT THIS PLAN CONFORMS TO THE RULES AND REGULATIONS OF THE REGISTERS OF DEEDS OF MASSACHUSETTS.

*Peter D. Goodwin*  
REG. PROF. LAND SURVEYOR

APPROVED BY THE TOWN OF DRACUT PLANNING BOARD

DATE

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TOWN CLERK

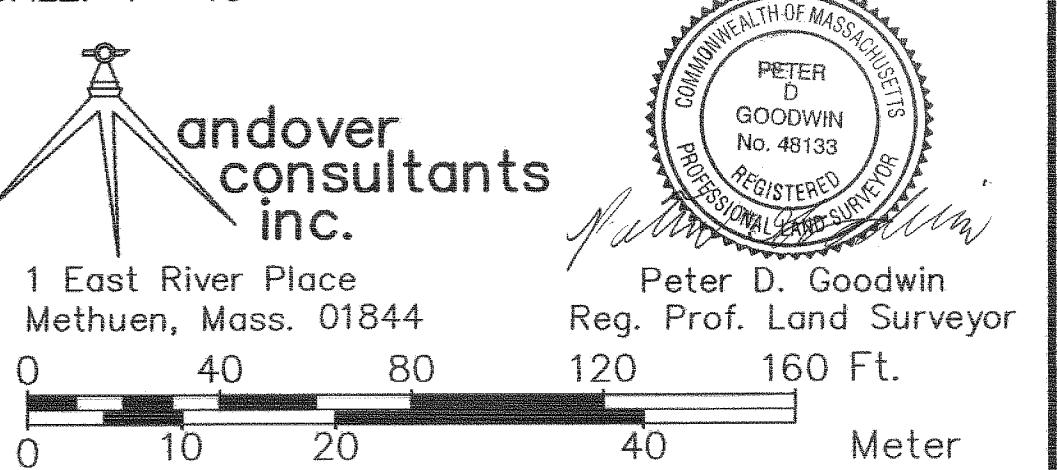
APPLICANT:  
O'BRIEN HOMES, INC.  
18 CASSIMERE ST.  
ANDOVER, MA 01810

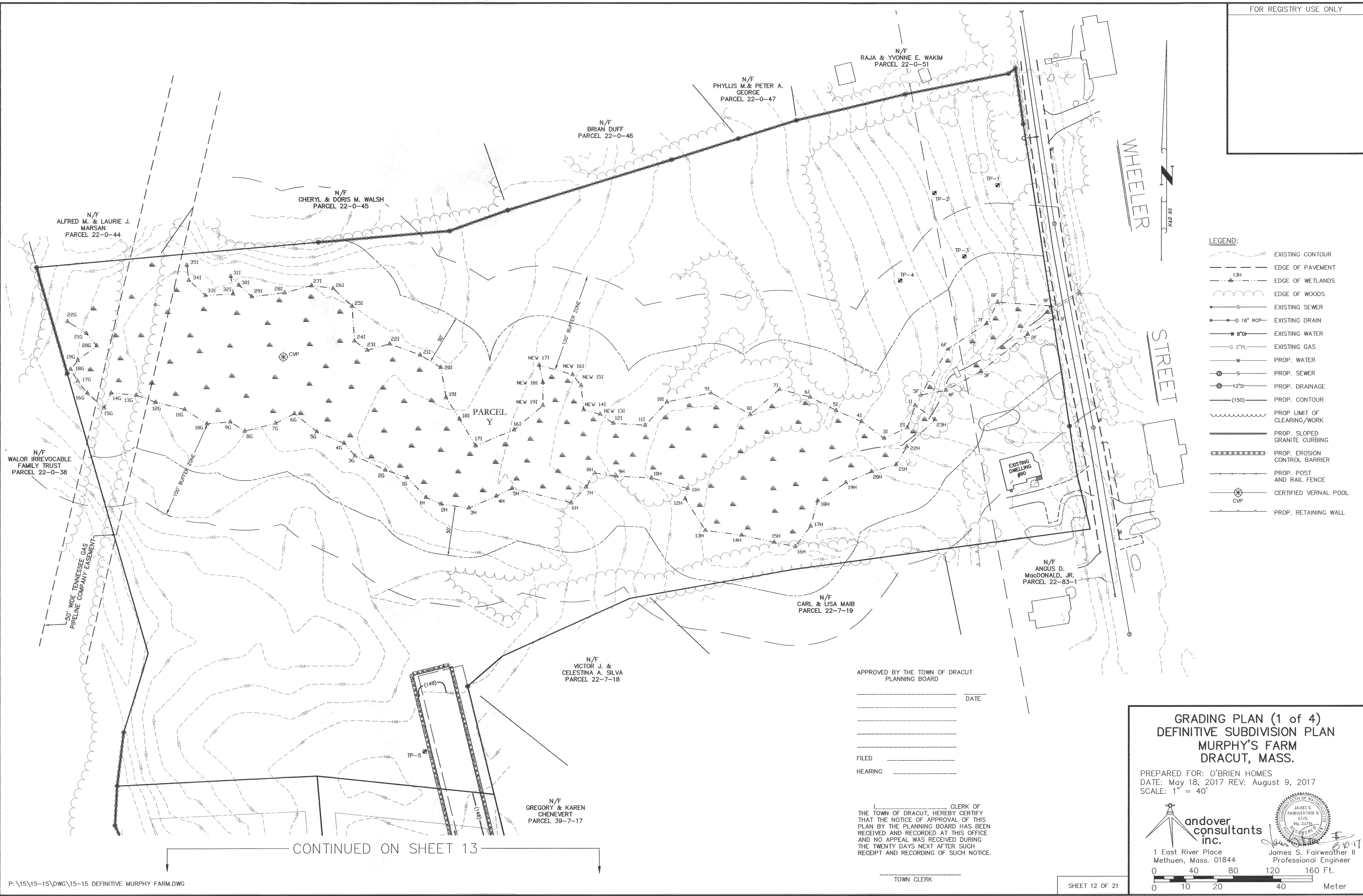
OWNER:  
JOHN J. & M. ARLINE MURPHY  
90 WHEELER ST.  
DRACUT MA. 01826  
ACQUIRED MARCH 30, 1962

BOOK 1551 PAGE 45

EXISTING CONDITIONS  
DEFINITIVE SUBDIVISION PLAN  
MURPHY'S FARM  
DRACUT, MASS.

PREPARED FOR: O'BRIEN HOMES, INC.  
DATE: MAY 18, 2017 REV: August 9, 2017  
SCALE: 1"=40'





CONTINUED ON SHEET 12

GREGORY & KAREN  
CHENEVERT  
PARCEL 39-7-17APPROVED BY THE TOWN OF DRACUT  
PLANNING BOARD

DATE

FILED  
HEARING

I, \_\_\_\_\_, CLERK OF THE TOWN OF DRACUT, HEREBY CERTIFY THAT THE NOTICE OF APPROVAL OF THIS PLAN BY THE PLANNING BOARD HAS BEEN RECEIVED AND RECORDED AT THIS OFFICE AND NO APPEAL WAS RECEIVED DURING THE TWENTY DAYS NEXT AFTER SUCH RECEIPT AND RECORDING OF SUCH NOTICE.

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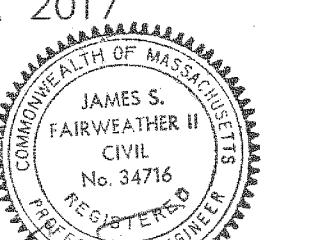
## LEGEND:

- EXISTING CONTOUR
- EDGE OF PAVEMENT
- EDGE OF WETLANDS
- EDGE OF WOODS
- EXISTING SEWER
- EXISTING 18" RCP
- EXISTING DRAIN
- EXISTING WATER
- EXISTING GAS
- PROP. WATER
- PROP. SEWER
- PROP. DRAINAGE
- PROP. CONTOUR
- PROP. LIMIT OF CLEARING/WORK
- PROP. SLOPED GRANITE CURBING
- PROP. EROSION CONTROL BARRIER
- PROP. POST AND RAIL FENCE
- CERTIFIED VERNAL POOL
- PROP. RETAINING WALL

N/F  
CLYDE M. &  
JACQUELINE M.  
NEVILLE  
PARCEL 39-7-15N/F  
ROBERT J.  
& PATRICIA A.  
KELLIHER  
PARCEL 39-7-14N/F  
TIMOTHY J. & USA V.  
MURPHY  
PARCEL 39-7-12

GRADING PLAN (2 of 4)  
DEFINITIVE SUBDIVISION PLAN  
MURPHY'S FARM  
DRACUT, MASS.

PREPARED FOR: O'BRIEN HOMES  
DATE: May 18, 2017 REV: August 9, 2017  
SCALE: 1" = 40'

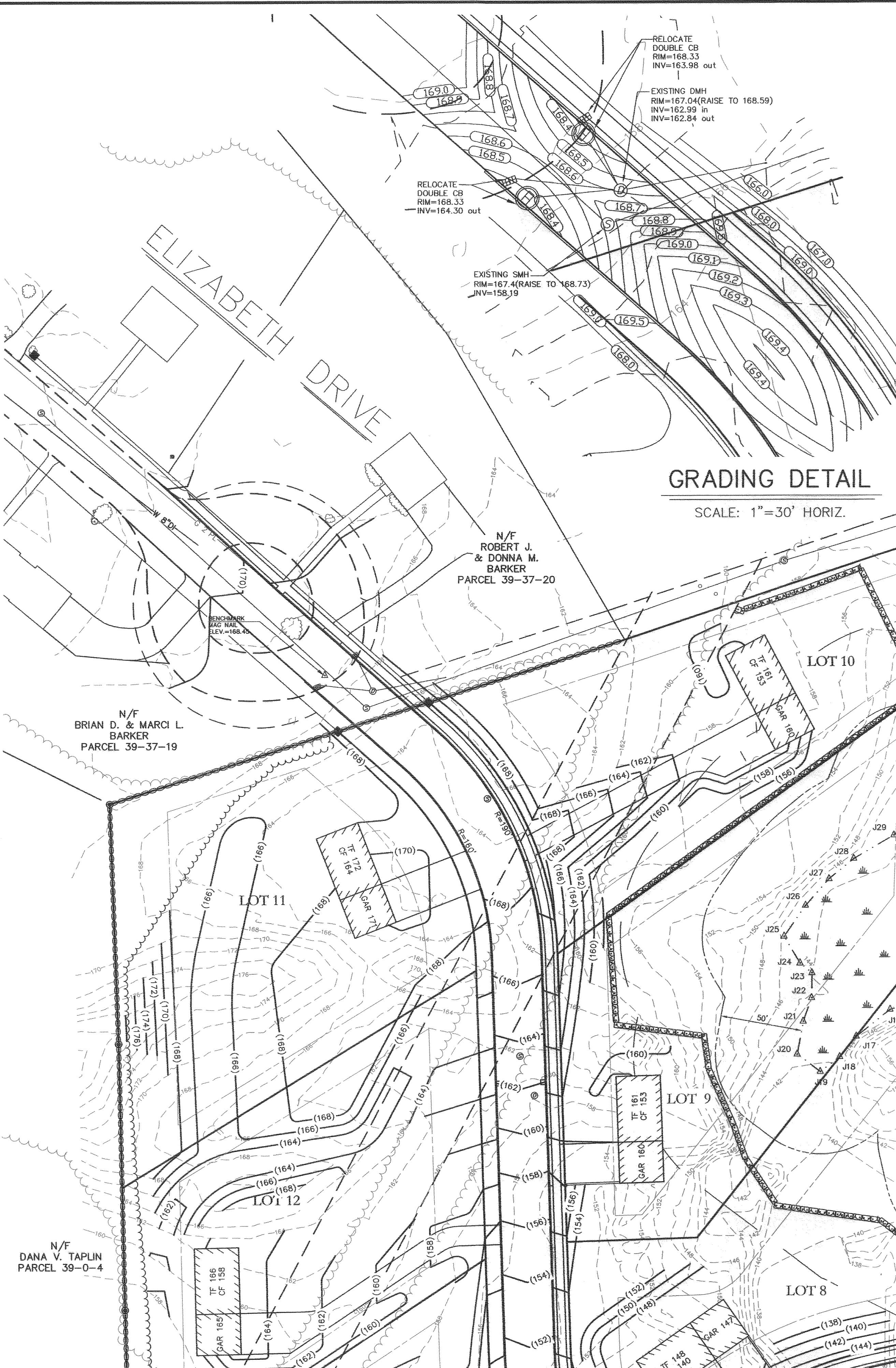


andover  
consultants  
inc.

1 East River Place  
Methuen, Mass. 01844

James S. Fairweather II  
Professional Engineer  
No. 34716

CONTINUED ON SHEET 14



## GRADING DETAIL

SCALE: 1"=30' HORIZ.



SHEET 13 OF 21



CONTINUED ON SHEET 14

LEGEND:

- EXISTING CONTOUR
- EDGE OF PAVEMENT
- EDGE OF WETLANDS
- EDGE OF WOODS
- EXISTING SEWER
- D 18" RCP
- EXISTING WATER
- G 2" PL
- EXISTING GAS
- WATER
- SEWER
- 12" DRAIN
- PROP. CONTOUR
- PROP. LIMIT OF CLEARING/WORK
- PROP. SLOPED GRANITE CURBING
- PROP. EROSION CONTROL BARRIER
- PROP. POST AND RAIL FENCE
- CERTIFIED VERNAL POOL
- PROP. RETAINING WALL

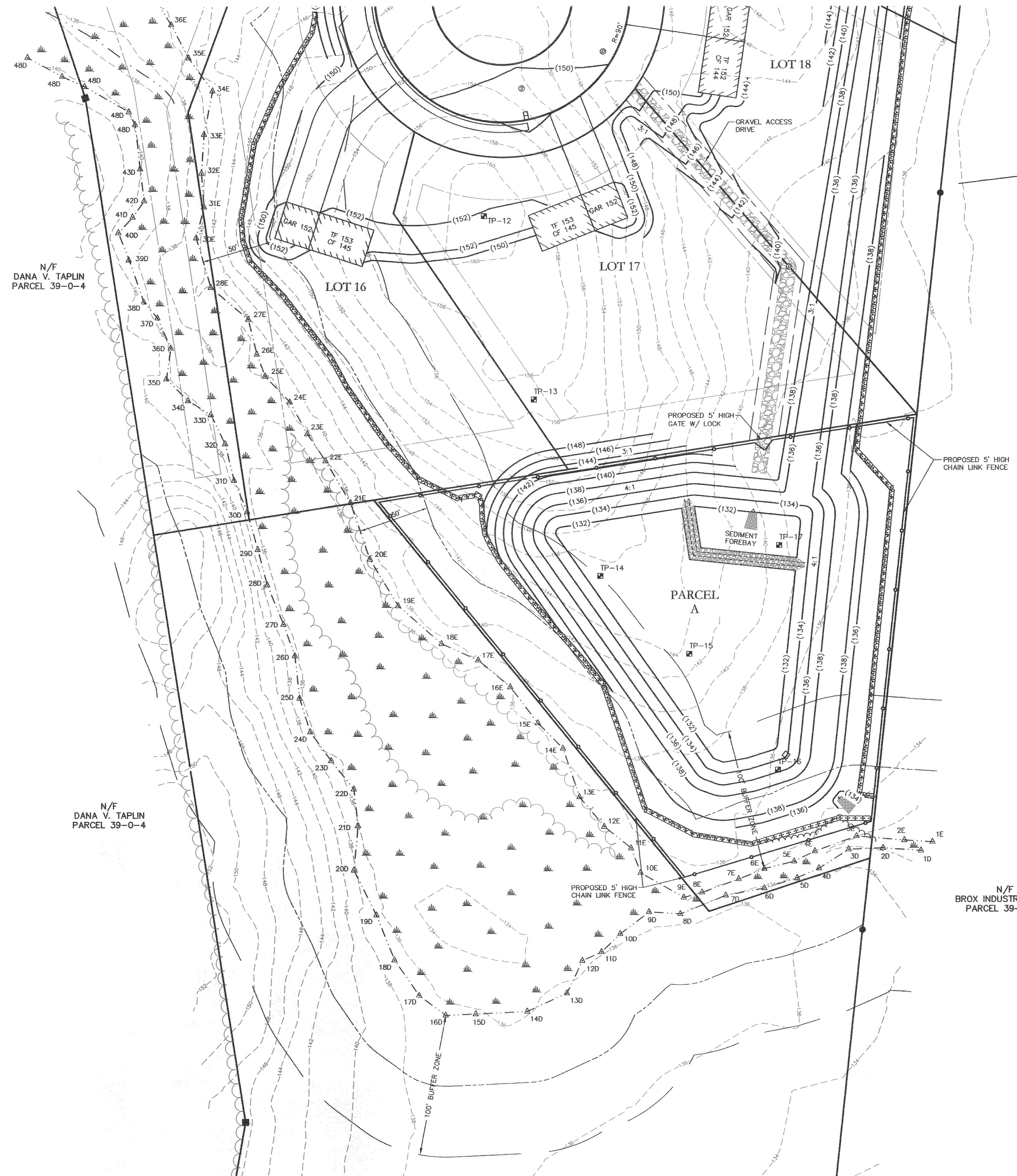
APPROVED BY THE TOWN OF DRACUT  
PLANNING BOARD

DATE

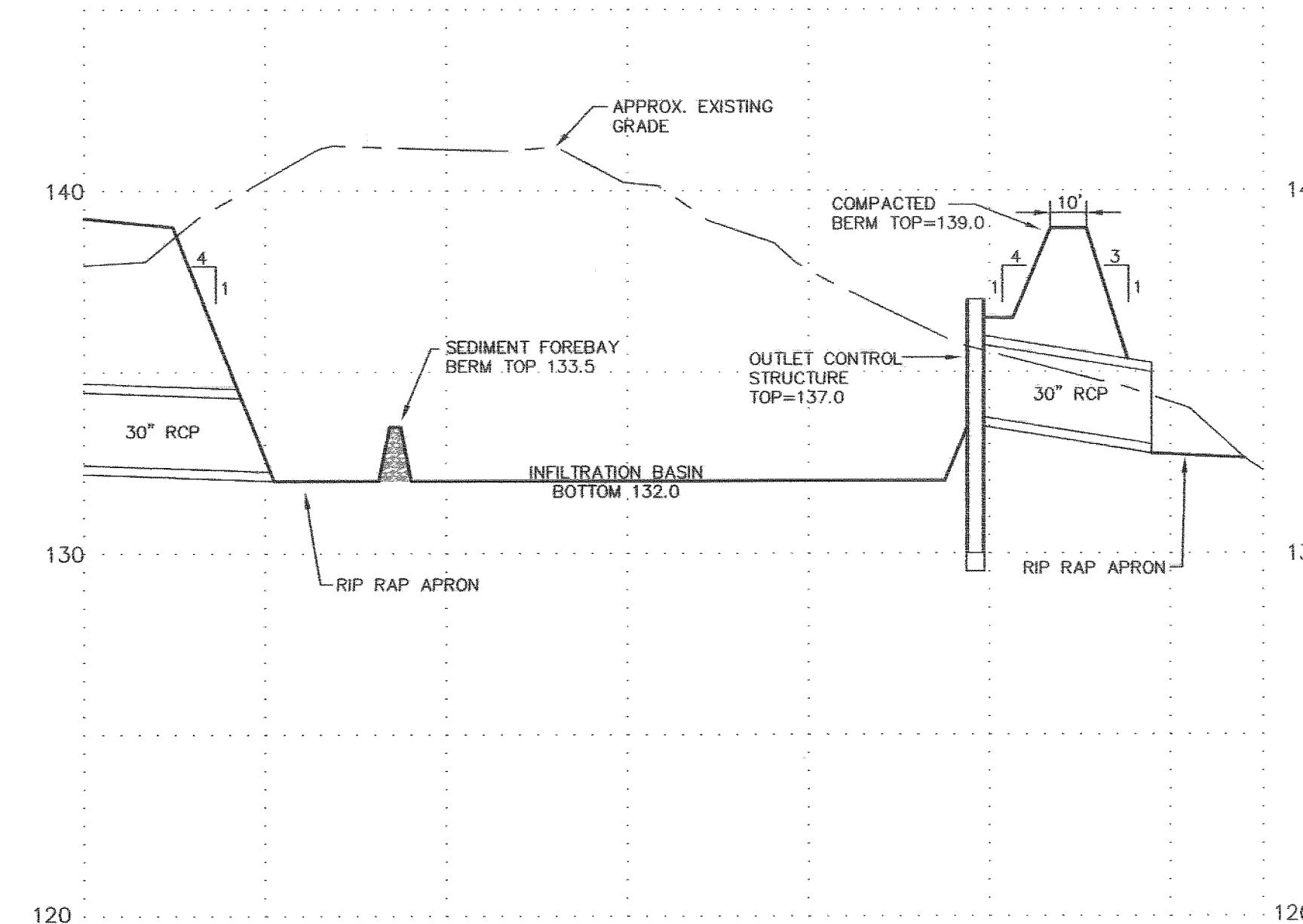
FILED  
HEARING

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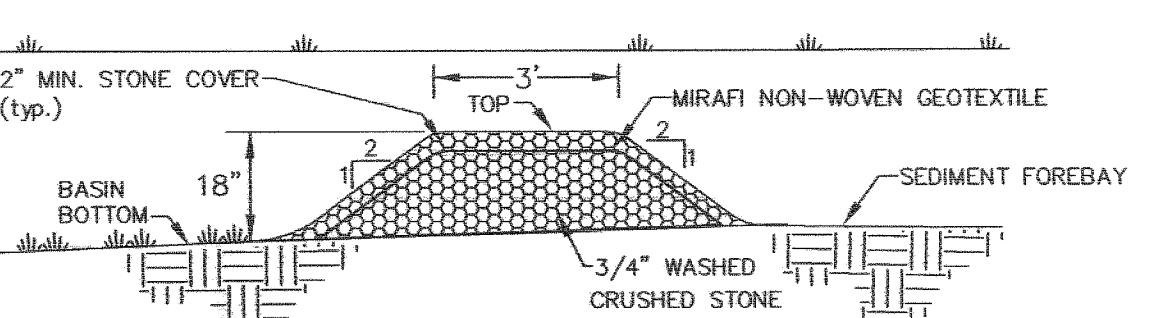


N/F  
PATRICIA MATTHEWS  
EDWARD NEWTON  
AND  
MATTHEW BECKFORD  
PARCEL 39-7-10



## SECTION THROUGH INFILTRATION BASIN

SCALE: 1"=40' HORIZ., 1"=4' VERT.



## SEDIMENT FOREBAY BERM DETAIL

NOT TO SCALE

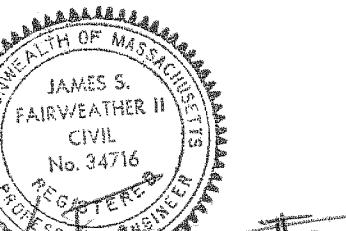
GRADING PLAN (4 of 4)  
DEFINITIVE SUBDIVISION PLAN  
MURPHY'S FARM  
DRACUT, MASS.

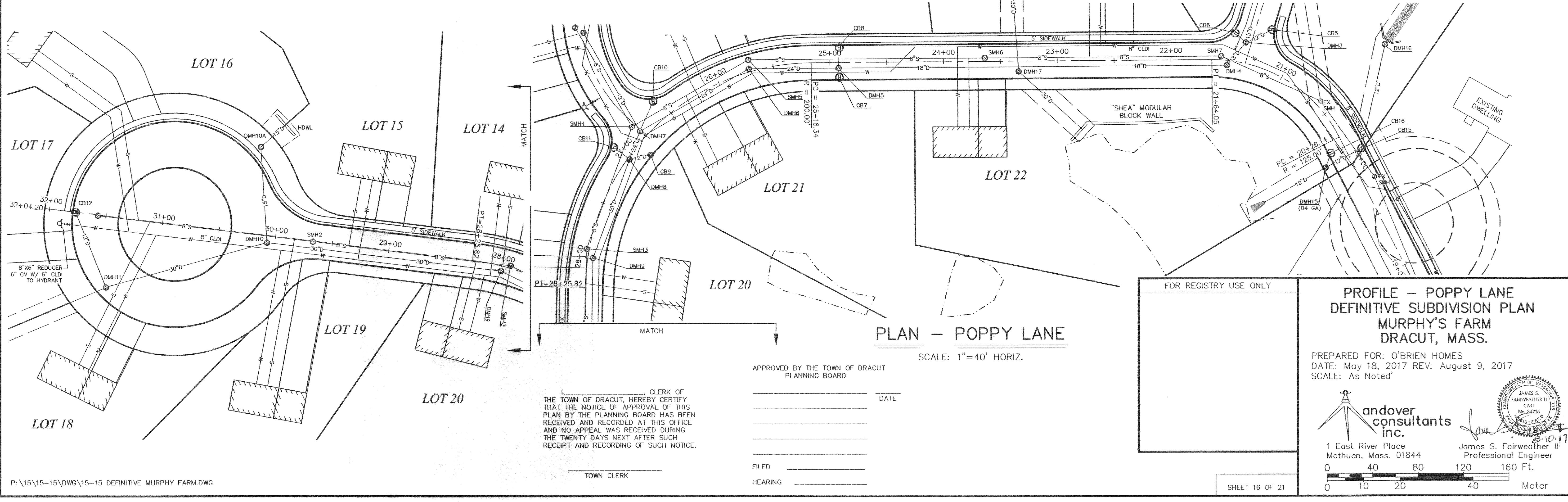
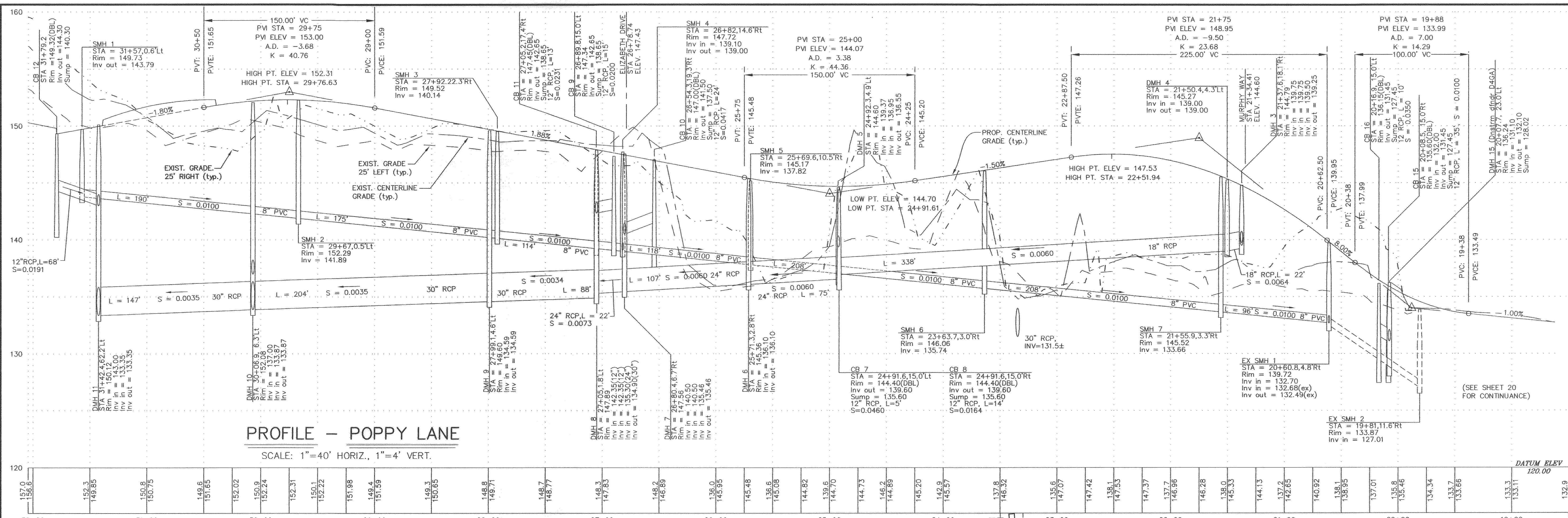
PREPARED FOR: O'BRIEN HOMES  
DATE: May 18, 2017 REV: August 9, 2017  
SCALE: 1" = 40'

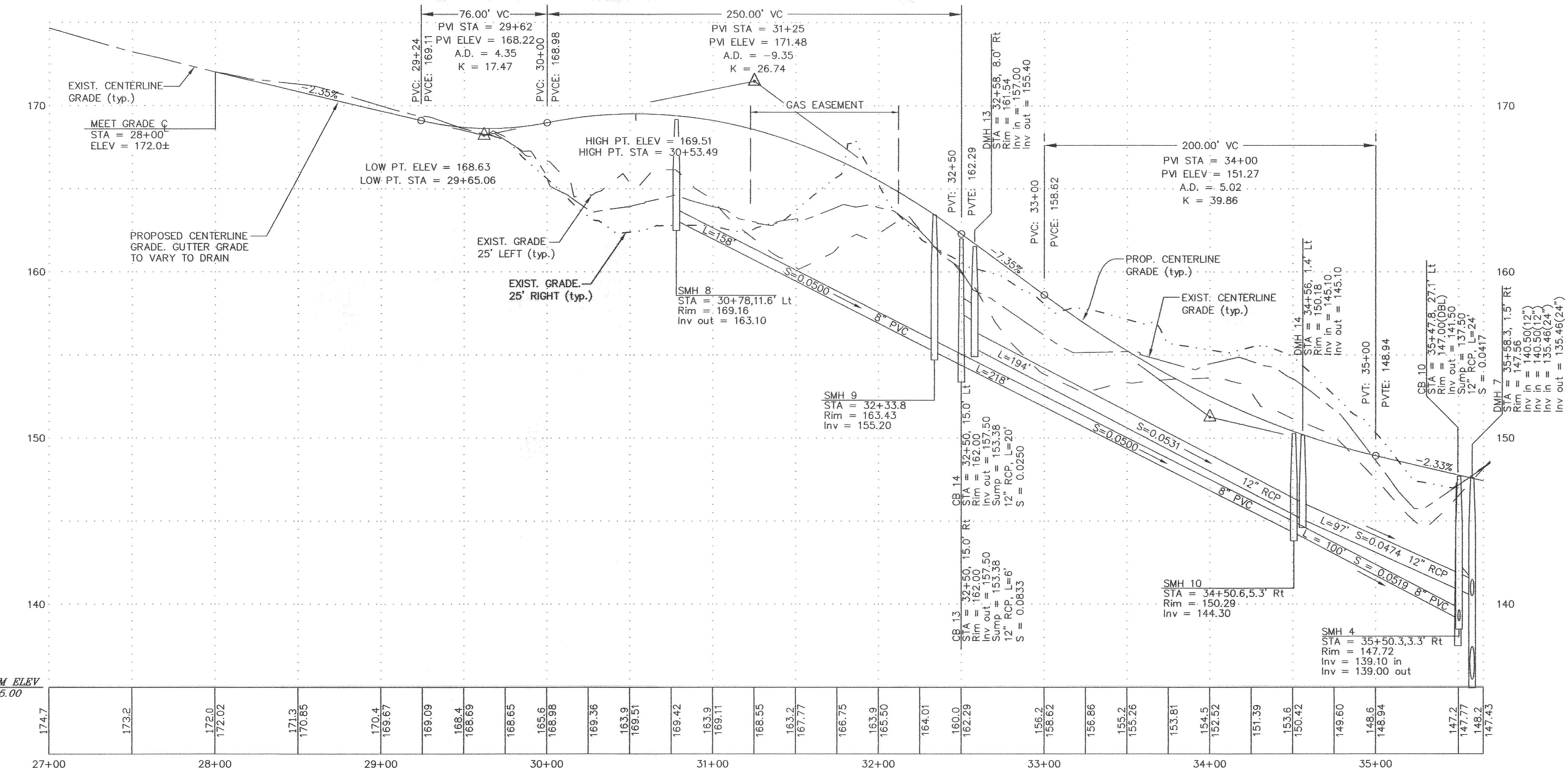
andover  
consultants  
inc.

1 East River Place  
Methuen, Mass. 01844

James S. Fairweather II  
Professional Engineer







APPROVED BY THE TOWN OF DRACUT  
PLANNING BOARD

DATE

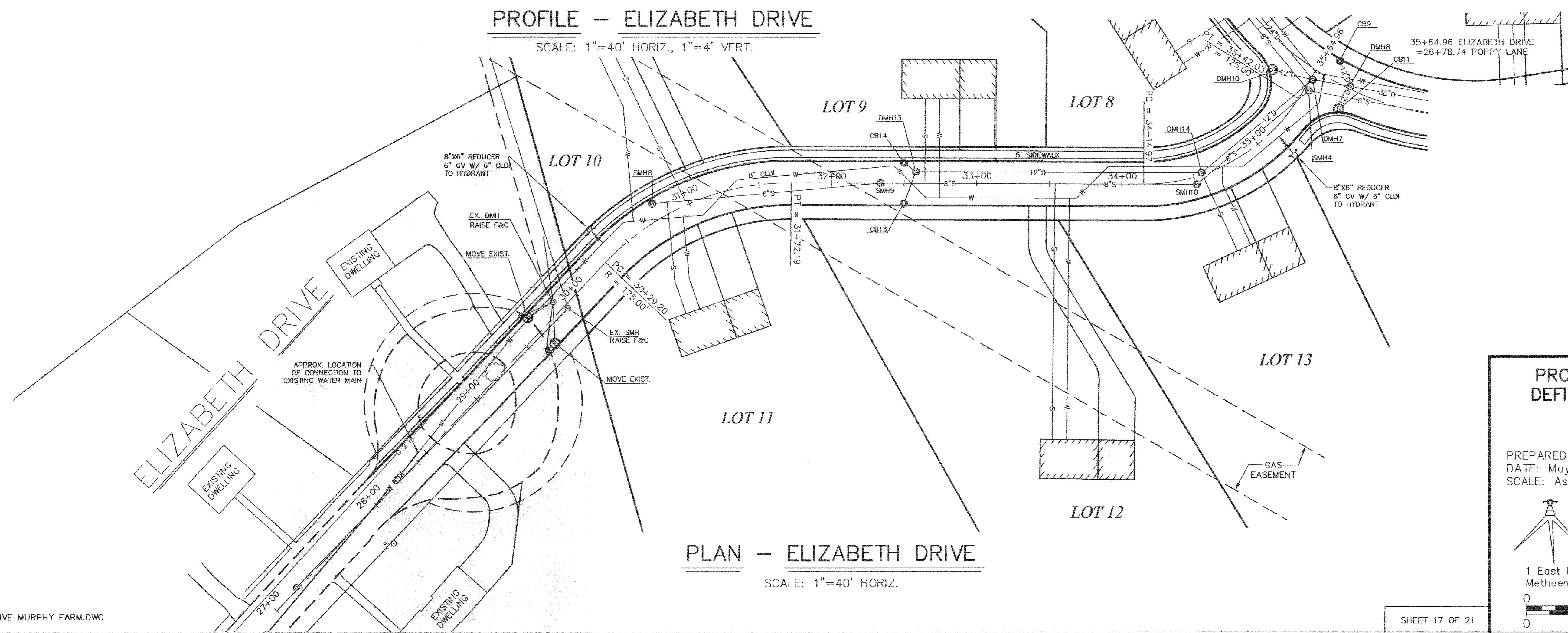
FILED \_\_\_\_\_  
HEARING \_\_\_\_\_

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---

**TOWN CLERK**

---



PROFILE - ELIZABETH DRIVE  
DEFINITIVE SUBDIVISION PLAN  
MURPHY'S FARM  
DRACUT, MASS.

PREPARED FOR: O'BRIEN HOMES  
DATE: May 18, 2017 REV: August 9, 2017  
SCALE: As Noted

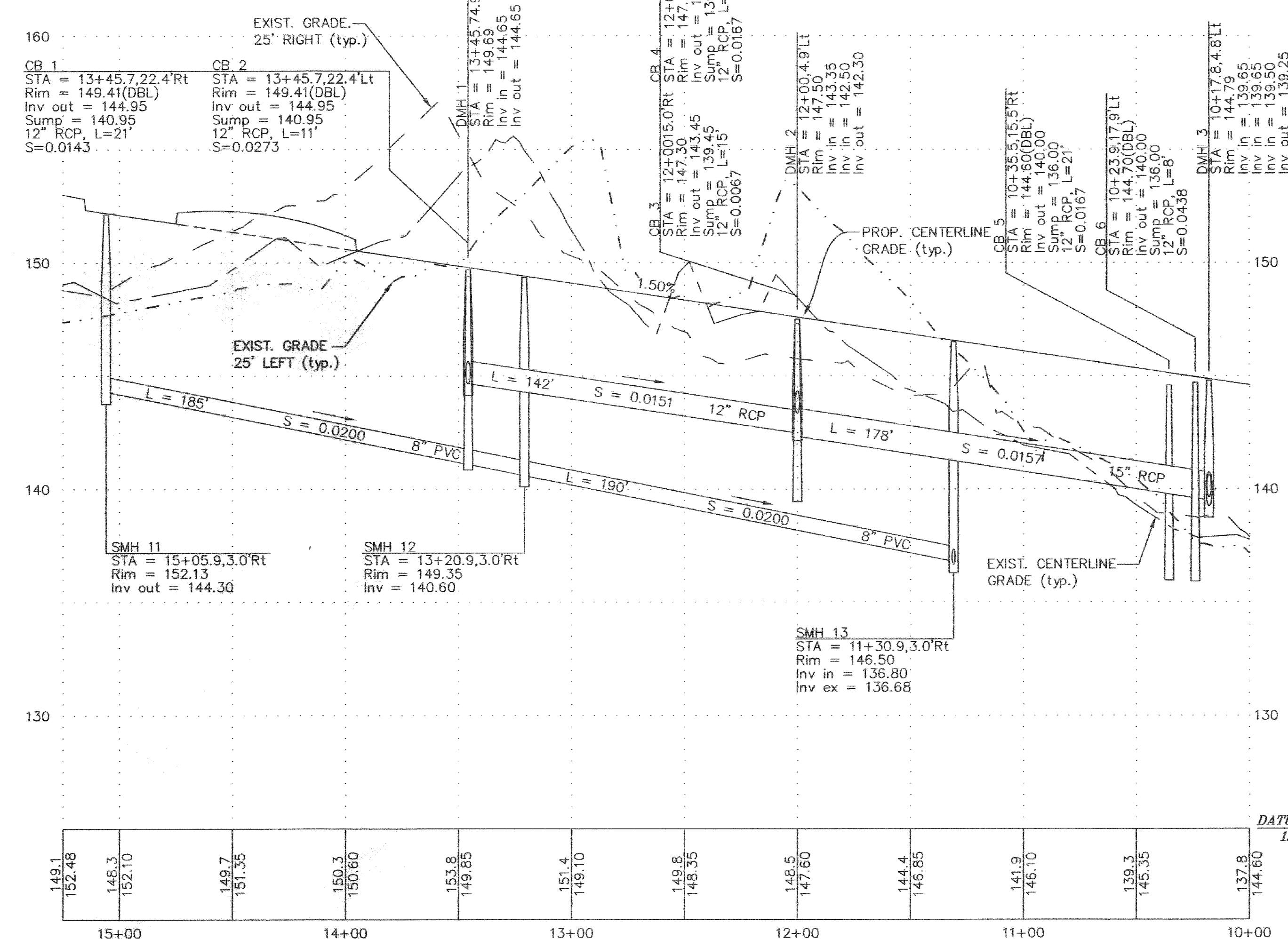
andover  
consultants  
inc.

1 East River Place  
Methuen, Mass. 01844

0 40 80 120 160 Ft.

0 10 20 40 Meter

FAIRWEATHER II  
CIVIL  
No. 34716  
REGISTERED  
PROFESSIONAL ENGINEER  
J. Fairweather II  
10-17



APPROVED BY THE TOWN OF DRACUT  
PLANNING BOARD

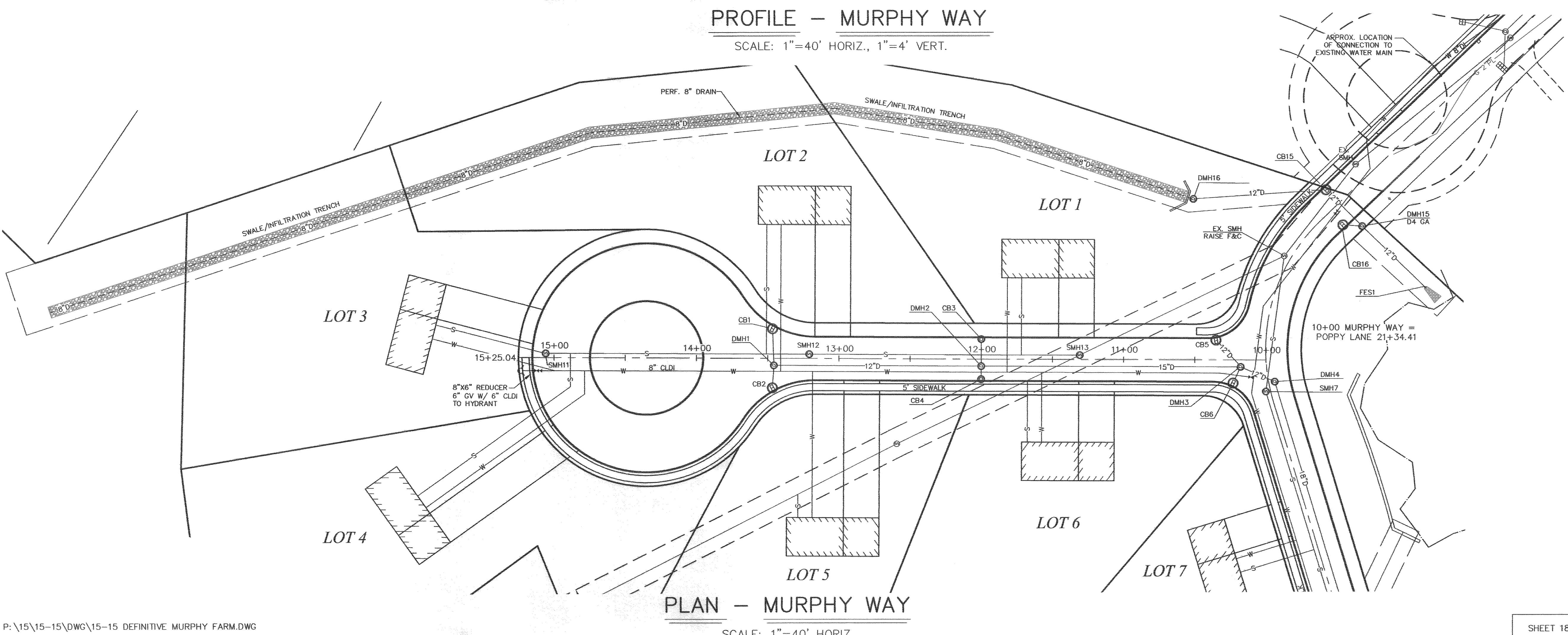
DATE

FILED \_\_\_\_\_  
HEARING \_\_\_\_\_

I, \_\_\_\_\_, CLERK OF THE TOWN OF DRACUT, HEREBY CERTIFY THAT THE NOTICE OF APPROVAL OF THIS PLAN BY THE PLANNING BOARD HAS BEEN RECEIVED AND RECORDED AT THIS OFFICE AND NO APPEAL WAS RECEIVED DURING THE TWENTY DAYS NEXT AFTER SUCH RECEIPT AND RECORDING OF SUCH NOTICE.

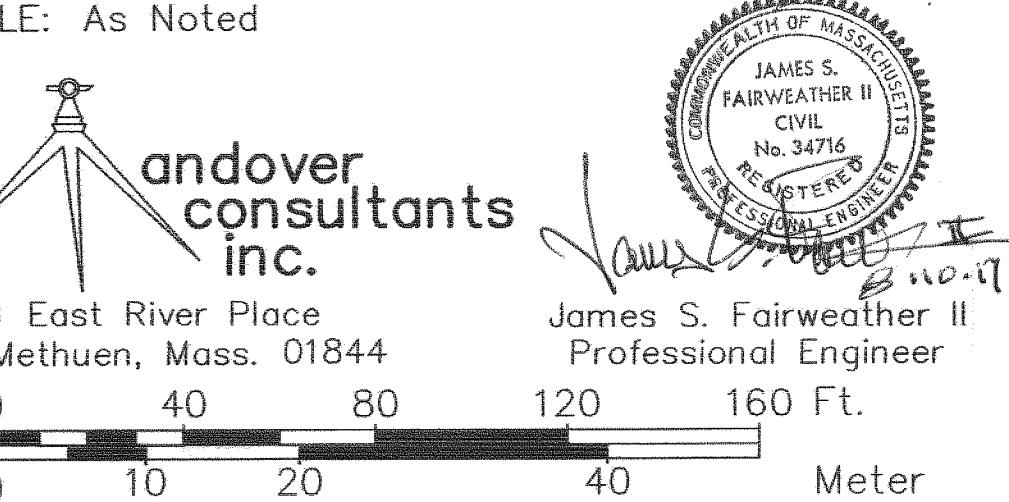
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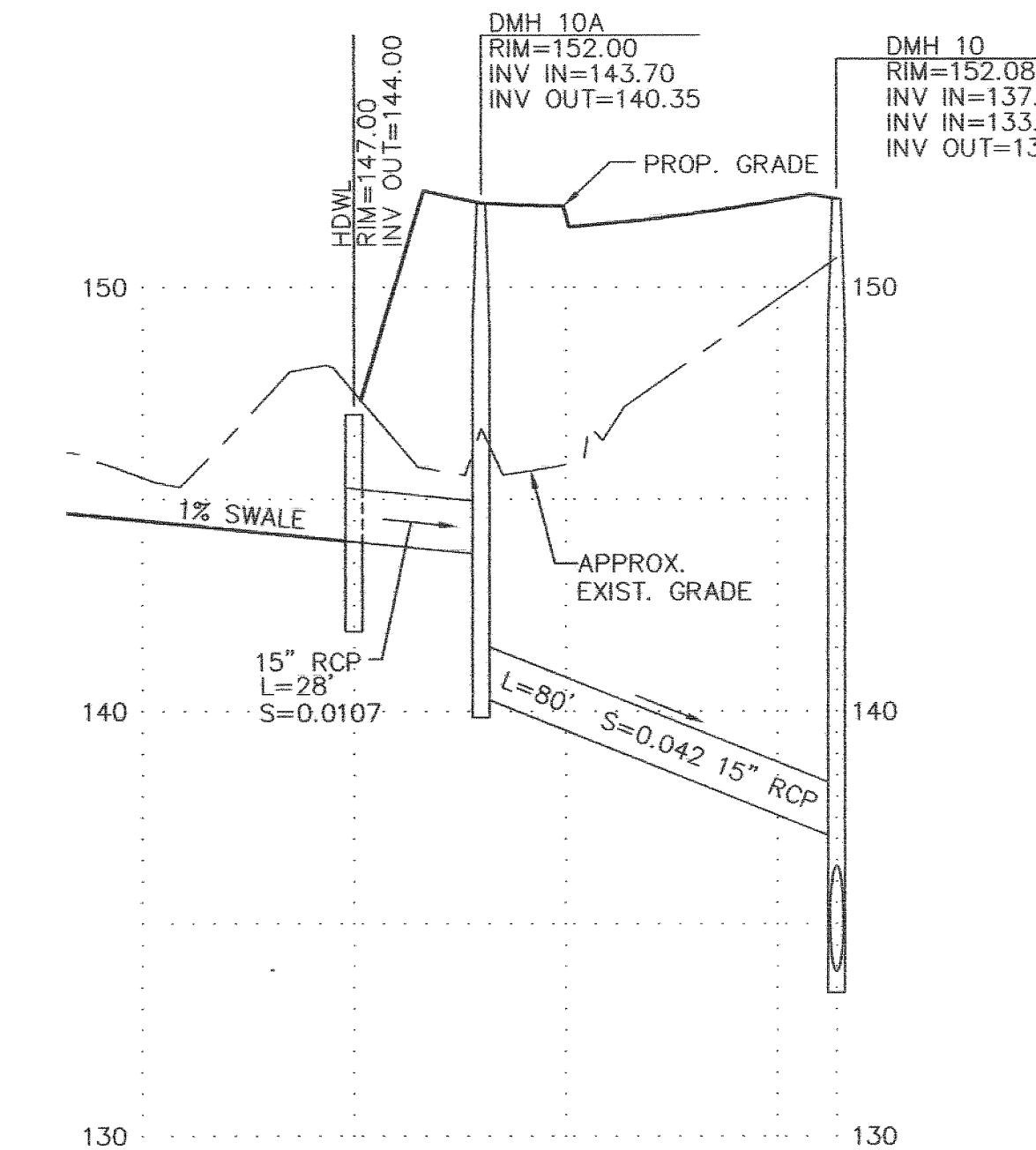
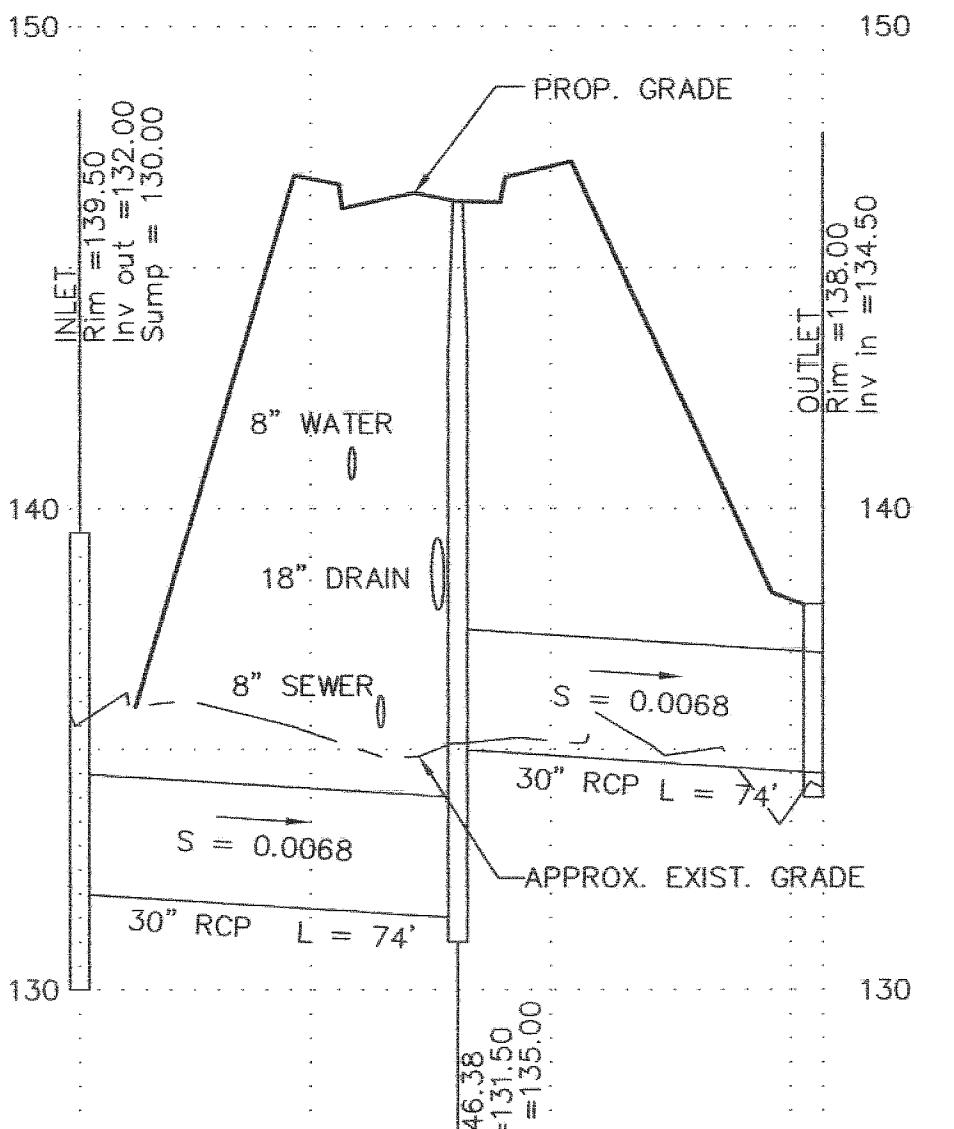
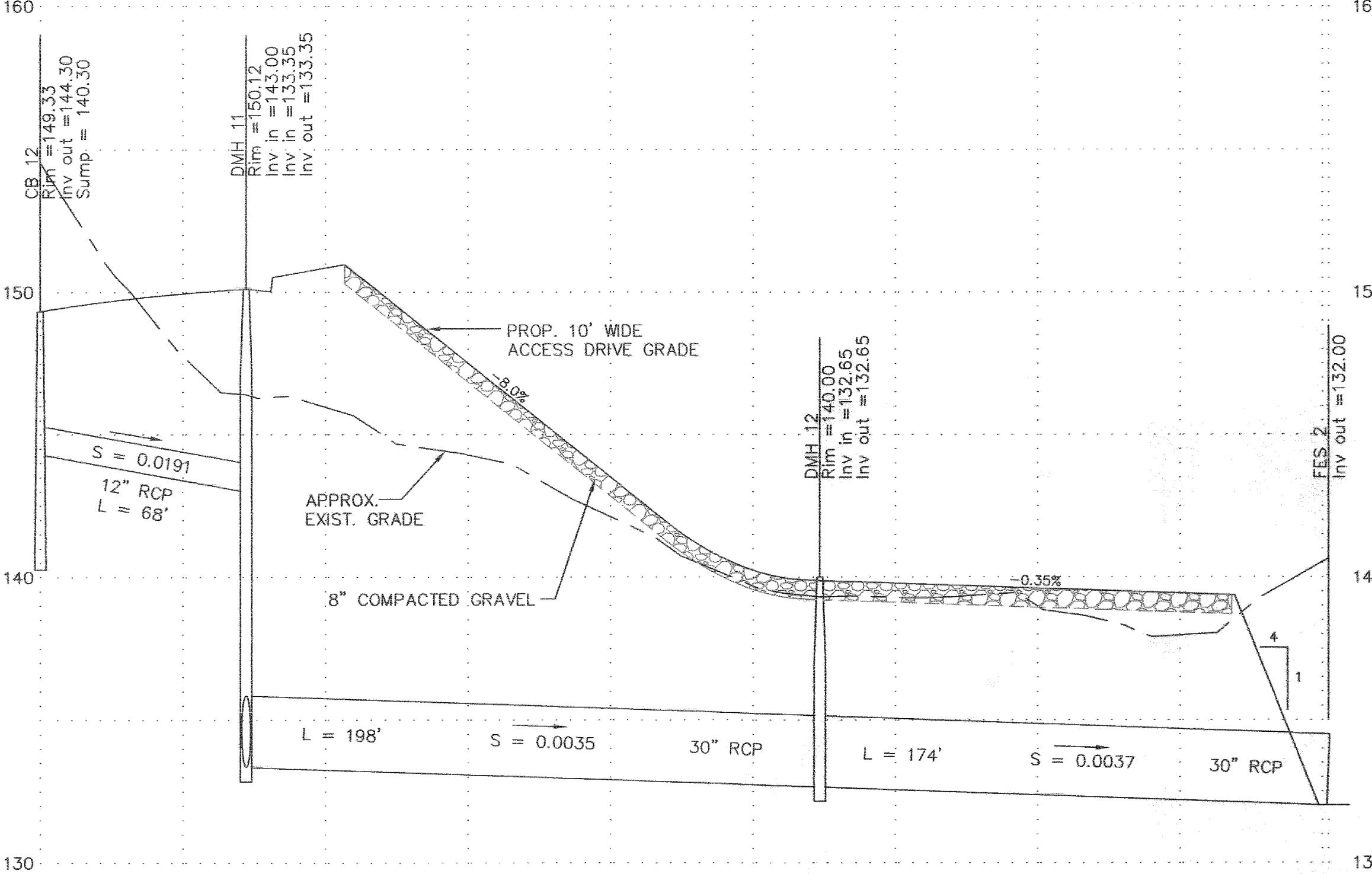
**TOWN CLERK**



PROFILE - MURPHY WAY  
DEFINITIVE SUBDIVISION PLAN  
MURPHY'S FARM  
DRACUT, MASS.

PREPARED FOR: O'BRIEN HOMES  
DATE: May 18, 2017 REV: August 9, 2017  
SCALE: As Noted



APPROVED BY THE TOWN OF DRACUT  
PLANNING BOARD

DATE

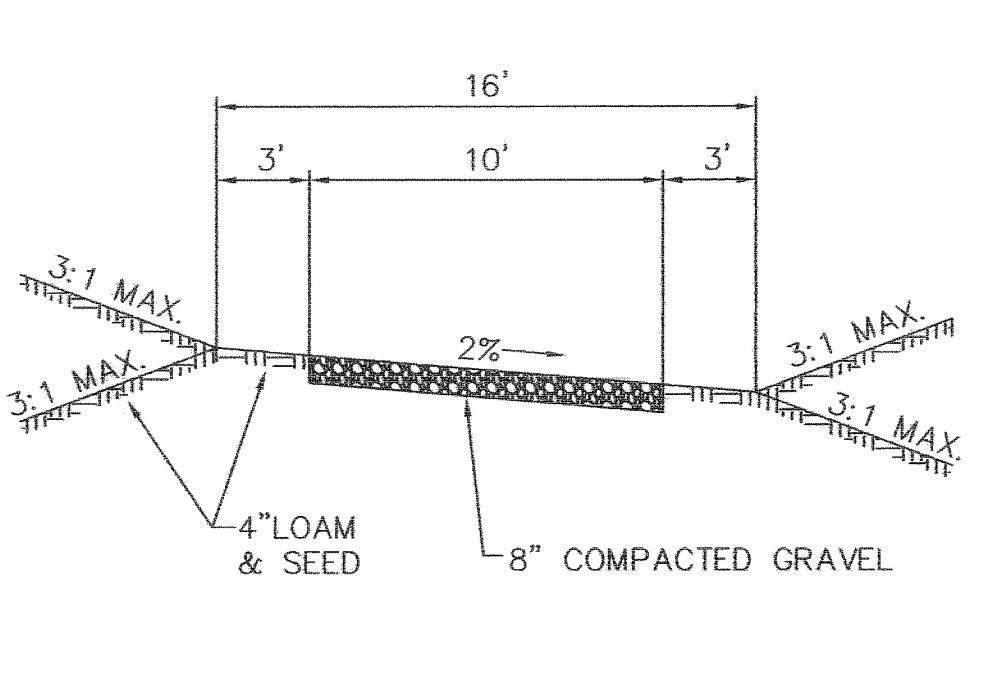
FILED  
HEARING

CLERK OF  
THE TOWN OF DRACUT, HEREBY CERTIFY  
THAT THE NOTICE OF APPROVAL OF THIS  
PLAN BY THE PLANNING BOARD HAS BEEN  
RECEIVED AND RECORDED AT THIS OFFICE  
AND NO APPEAL WAS RECEIVED DURING  
THE TWENTY DAYS NEXT AFTER SUCH  
RECEIPT AND RECORDING OF SUCH NOTICE.

TOWN CLERK

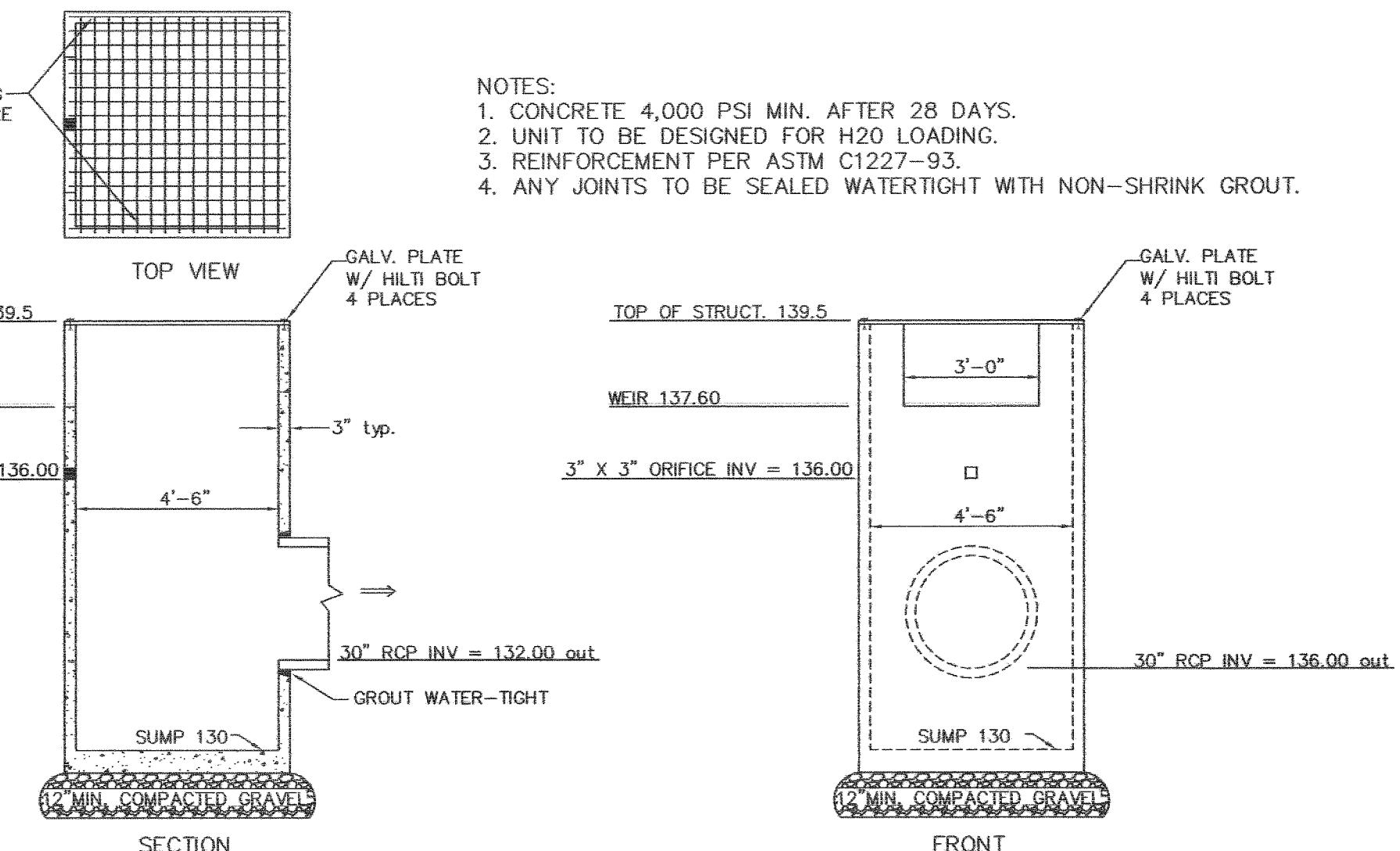
PROFILE - CB 12 to FES 2

SCALE: 1"=40' HORIZ., 1"=4' VERT.



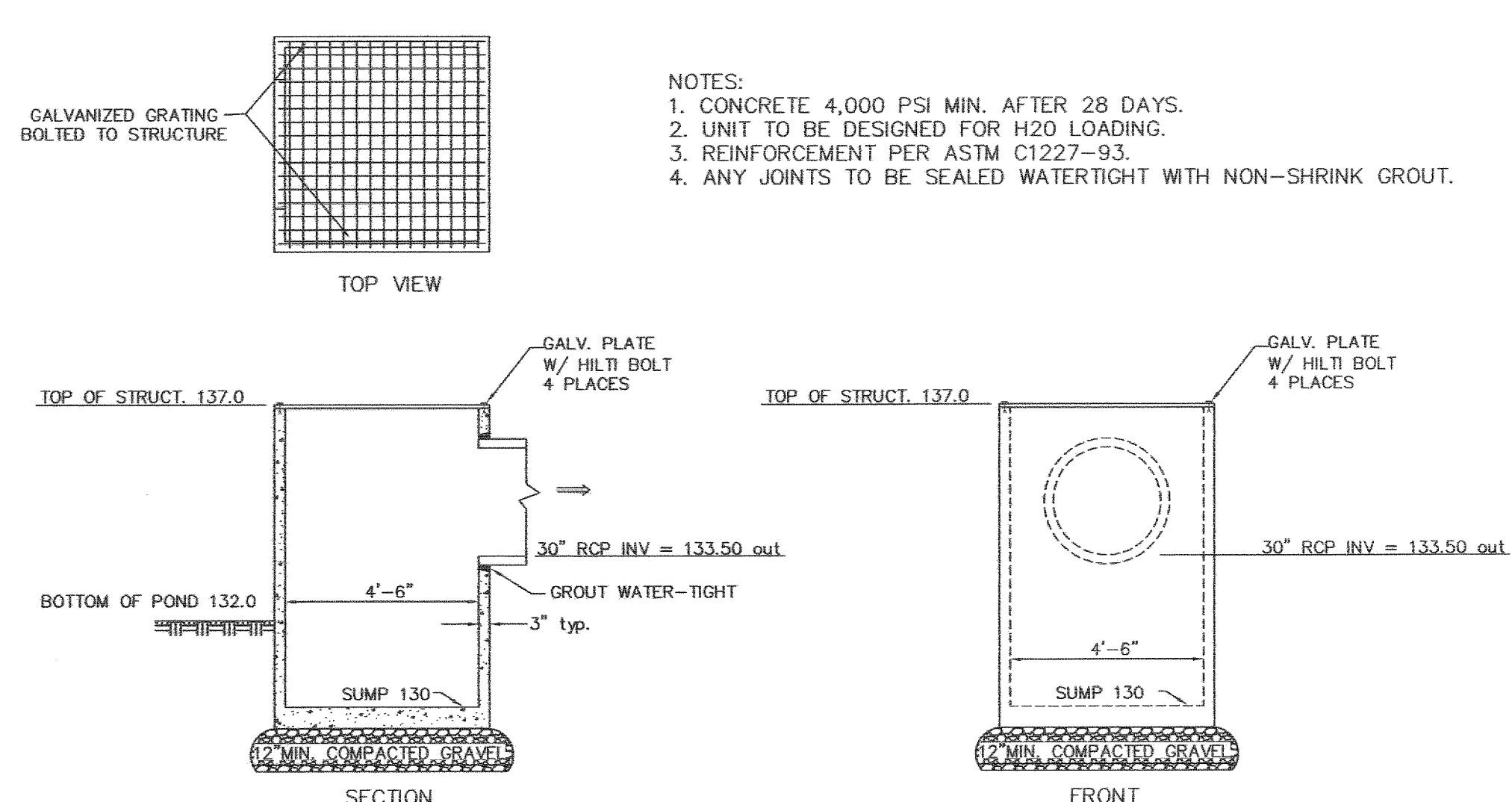
PROFILE BASIN A - PIPE OUTLET

SCALE: 1"=40' HORIZ., 1"=4' VERT.



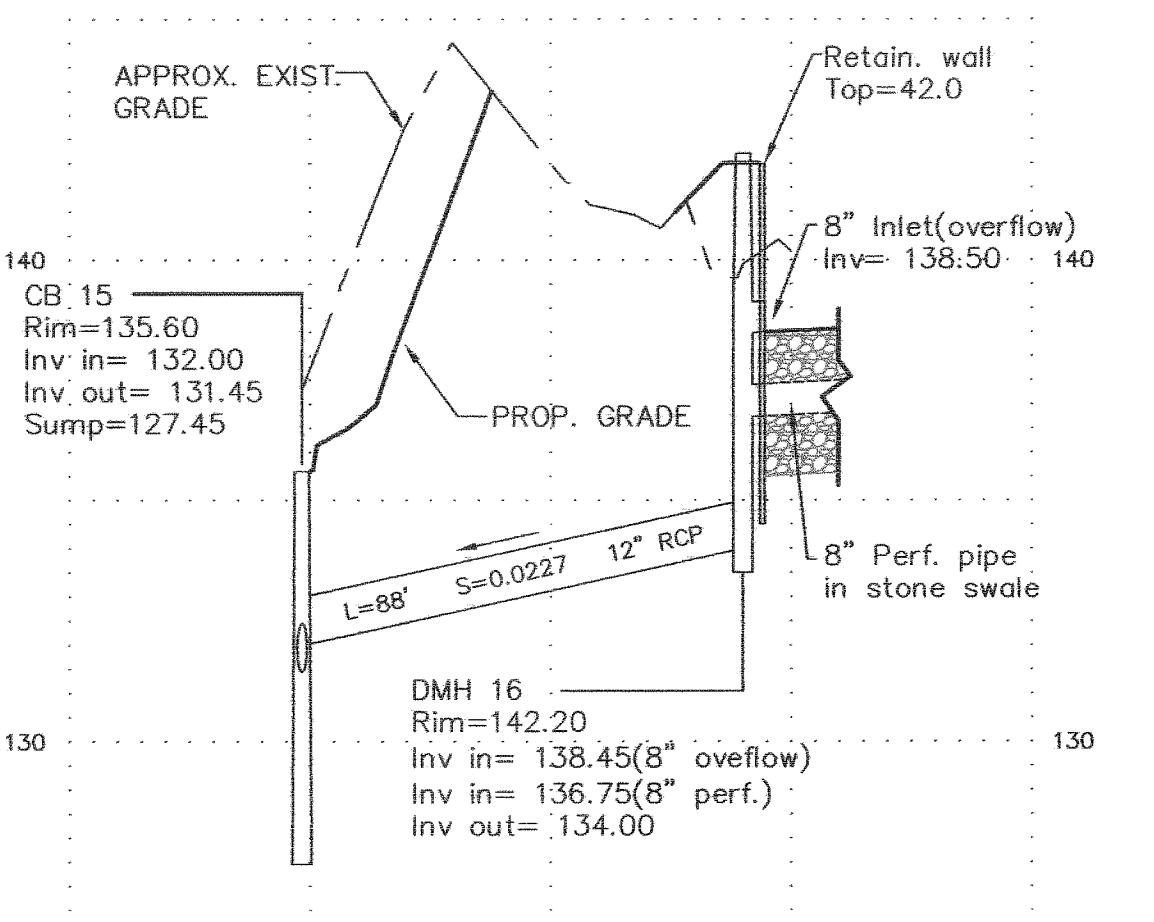
DETAIL - INLET STRUCTURE

NOT TO SCALE



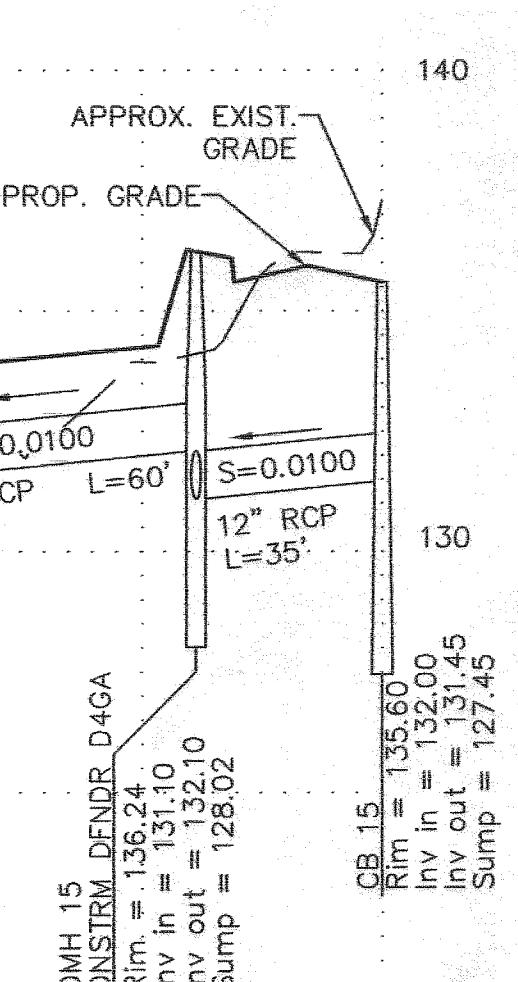
DETAIL BASIN A - EMERGENCY OUTLET STRUCTURE

NOT TO SCALE



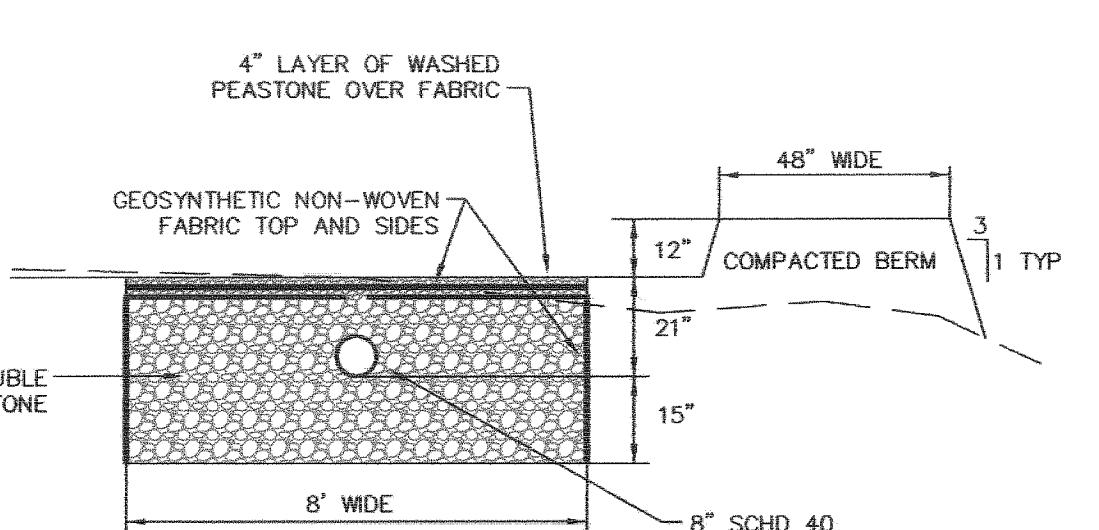
PROFILE - CB 15 to FES 1

SCALE: 1"=40' HORIZ., 1"=4' VERT.



SWALE/INFILTRATION TRENCH DETAIL

NOT TO SCALE



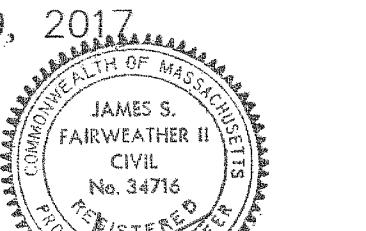
PROFILES & DETAILS  
DEFINITIVE SUBDIVISION PLAN  
MURPHY'S FARM  
DRACUT, MASS.

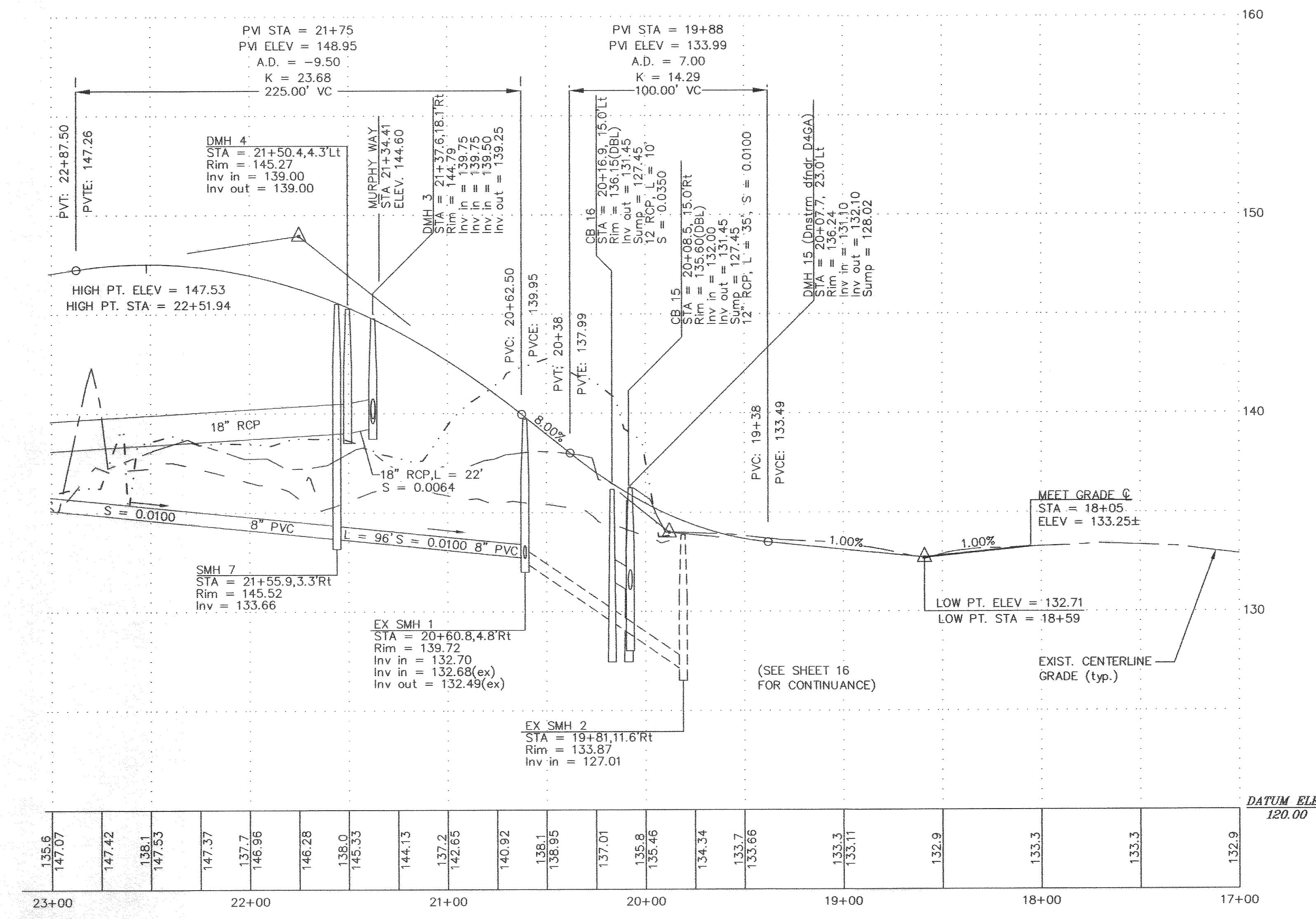
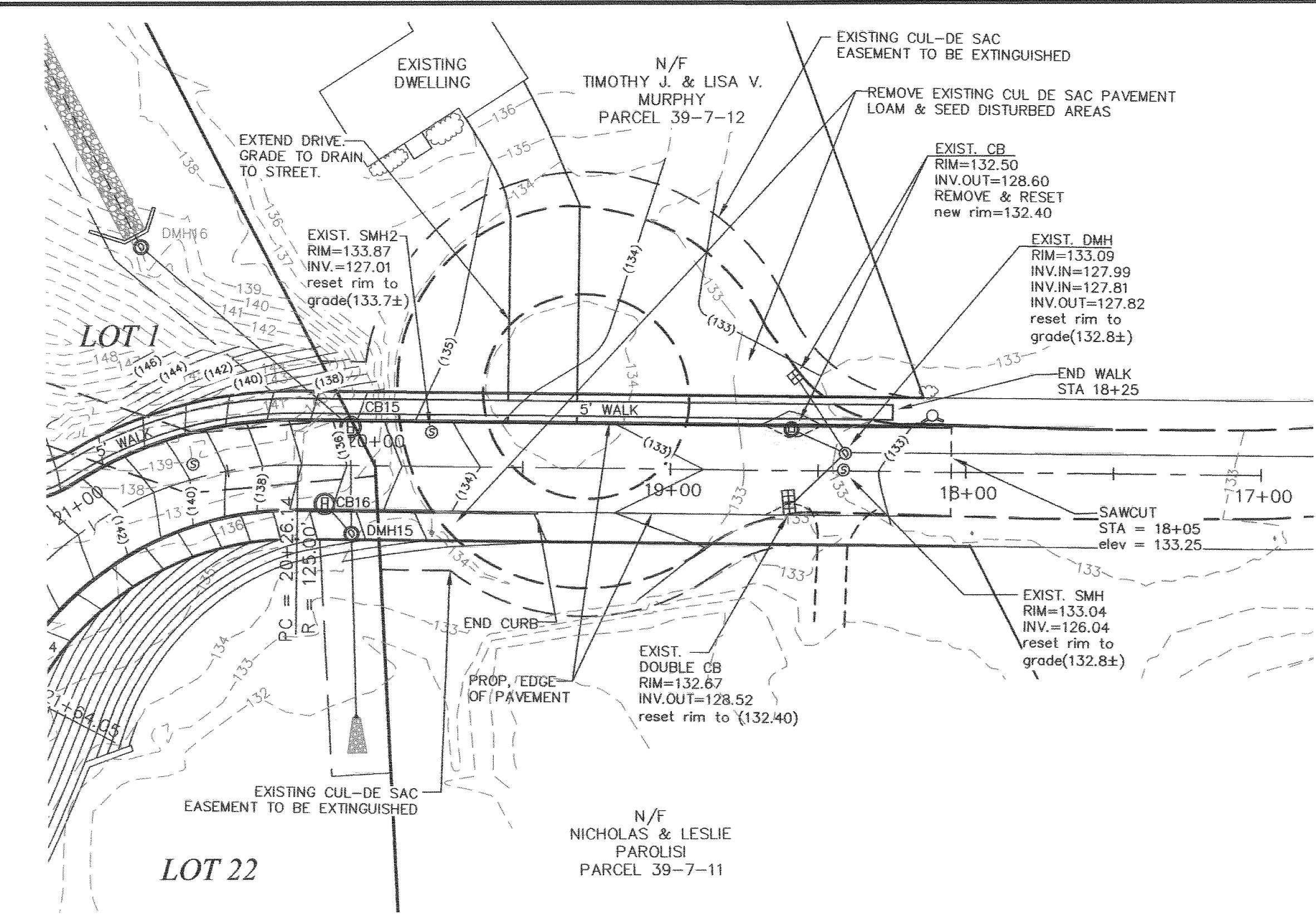
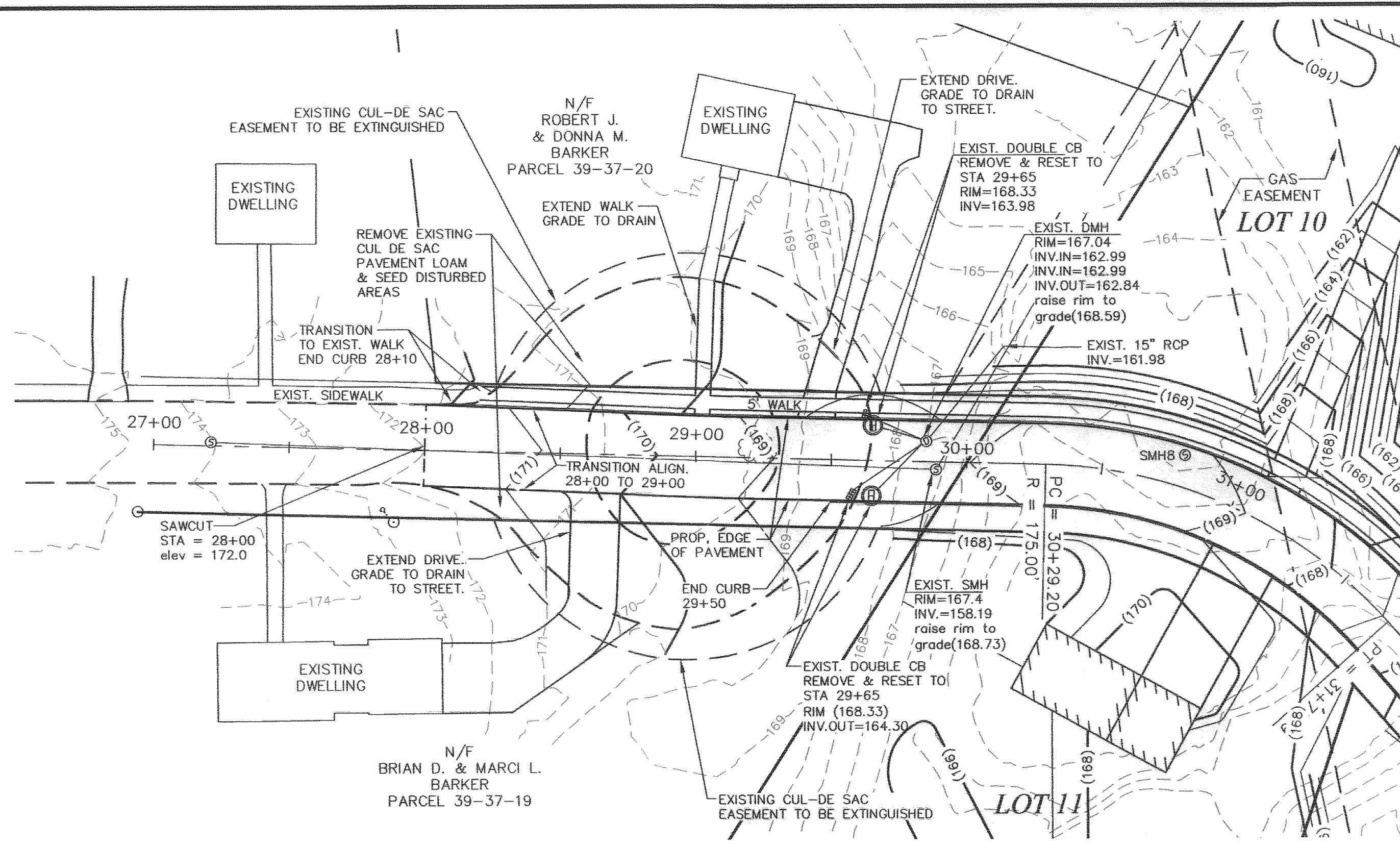
PREPARED FOR: O'BRIEN HOMES  
DATE: May 18, 2017 REV: August 9, 2017  
SCALE: As Noted

andover  
consultants  
inc.

1 East River Place  
Methuen, Mass. 01844

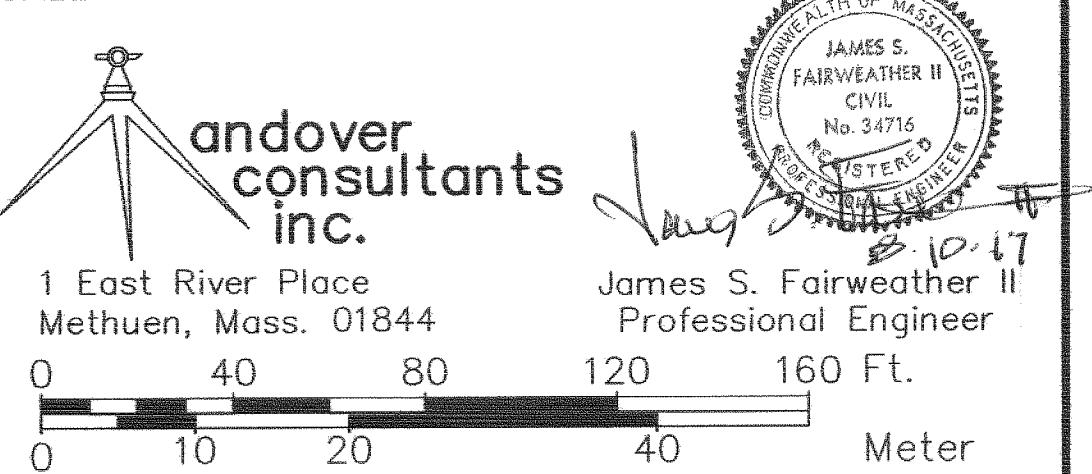
James S. Fairweather II  
Professional Engineer

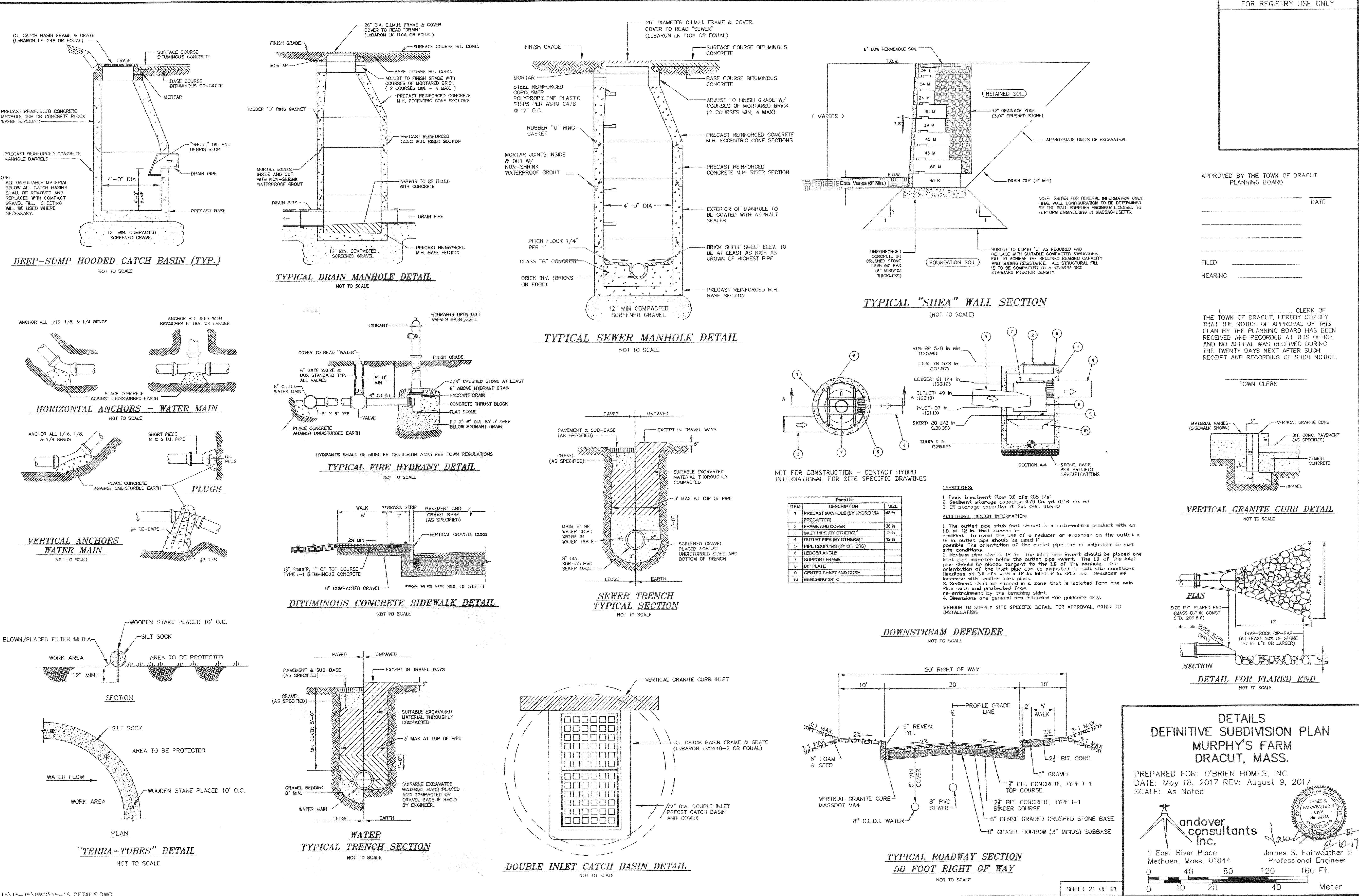




ELIZABETH DRIVE & POPPY LANE  
CUL DE SAC MODIFICATIONS  
MURPHY'S FARM  
DRACUT, MASS.

PREPARED FOR: O'BRIEN HOMES  
DATE: July 19, 2017 REV: August 9, 2017  
SCALE: 1" = 40'





**Comprehensive Permit Site Approval Application  
Murphy's Farm**

**Section 3 - Project Information**

## Application for Chapter 40B Project Eligibility / Site Approval

### for MassHousing-Financed and New England Fund (“NEF”) Rental Projects

#### Section 3: PROJECT INFORMATION

In order to issue Site Approval, MassHousing must find (as required by 760 CMR 56.04 (4)) that the proposed project appears generally eligible under the requirements of the housing subsidy program and that the conceptual project design is generally appropriate for the site.

**Construction Type:** New Construction

<b>Total Dwelling Units:</b>	300	<b>Total Number of Affordable Units:</b>	75
<b>Number of Market Units:</b>	225	<b>Number of AMI 50% Affordable Units:</b>	0
		<b>Number of AMI 80% Affordable Units:</b>	75

#### Unit Information:

<b>Unit Type</b>	<b>Bedrooms</b>	<b>Baths</b>	<b># Of Units</b>	<b>Unit Sq. Ft.</b>	<b>Rent</b>	<b>Utilities</b>
Market	4 Bedroom	2 Baths	225	2,000	\$3,750	\$0
Affordable Unit - Below 80%	4 Bedroom	2 Baths	75	2,000	\$2,549	\$0

**Utility Allowance Assumptions** (utilities to be paid by tenants):

**Percentage of Units with 3 or More Bedrooms:** 100.00

\* Note that the January 17, 2014 Interagency Agreement Regarding Housing Opportunities for Families with Children requires that at least 10% of the units in the Project must have three (3) or more bedrooms. Evidence of compliance with this requirement must be provided at Final Approval.

**Handicapped Accessible Units - Total:** 15      **Market Rate:** 11      **Affordable:** 4  
**Gross Density (units per acre):** 5.9113      **Net Density (units per buildable acre):** 6.5847

#### Building Information:

<b>Building Type</b>	<b>Building Style</b>	<b>Construction Type</b>	<b>Stories</b>	<b>Height</b>	<b>GFA</b>	<b>Number Bldg</b>
Residential	Multi-family	Construction	2	32	13,668	34
Residential	Multi-family	Construction	2	32	9,948	12
Residential	Townhouse	Construction	2	32	5,100	1
Residential	Other	Construction	1	24	1,800	2

Will all features and amenities available to market unit residents also be available to affordable unit residents?

Yes

If not, explain the differences:

#### Parking

**Total Parking Spaces Provided:** 600      **Ratio of Parking Spaces to Housing Units:** 2

#### Lot Coverage

**Buildings:** 13%      **Parking and Paved Areas:** 0%

**Usable Open Space:** 0%      **Unusable Open Space:** 0%

**Lot Coverage:** 13%

Does project fit definition of “Large Project” (as defined in 760 CMR 56.03 (6))?      No

**Comprehensive Permit Site Approval Application  
Murphy's Farm**

**Attachment 3 - Project Information**



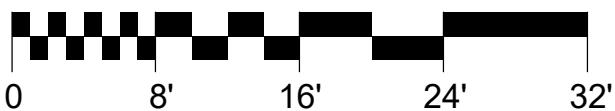
## Site Plan



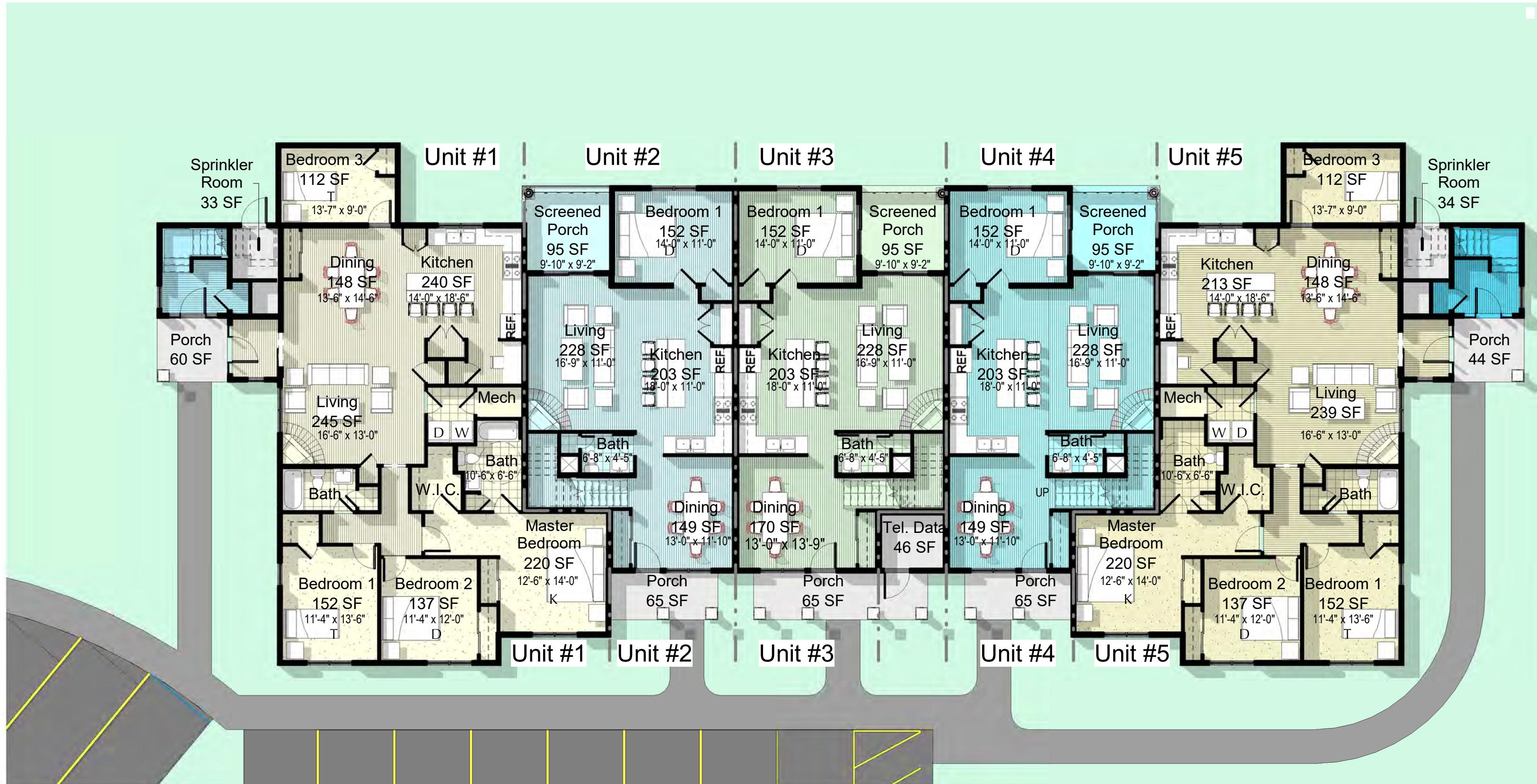
Prototype A - 7 Unit Multifamily Building - Rendering  
Murphy's Farm - Residential Development Project

June 4, 2020

Graphic Scale: 3/32 inch = 1 foot



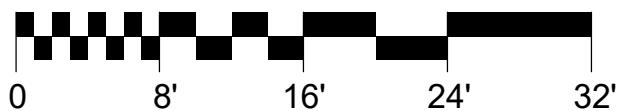
A-2



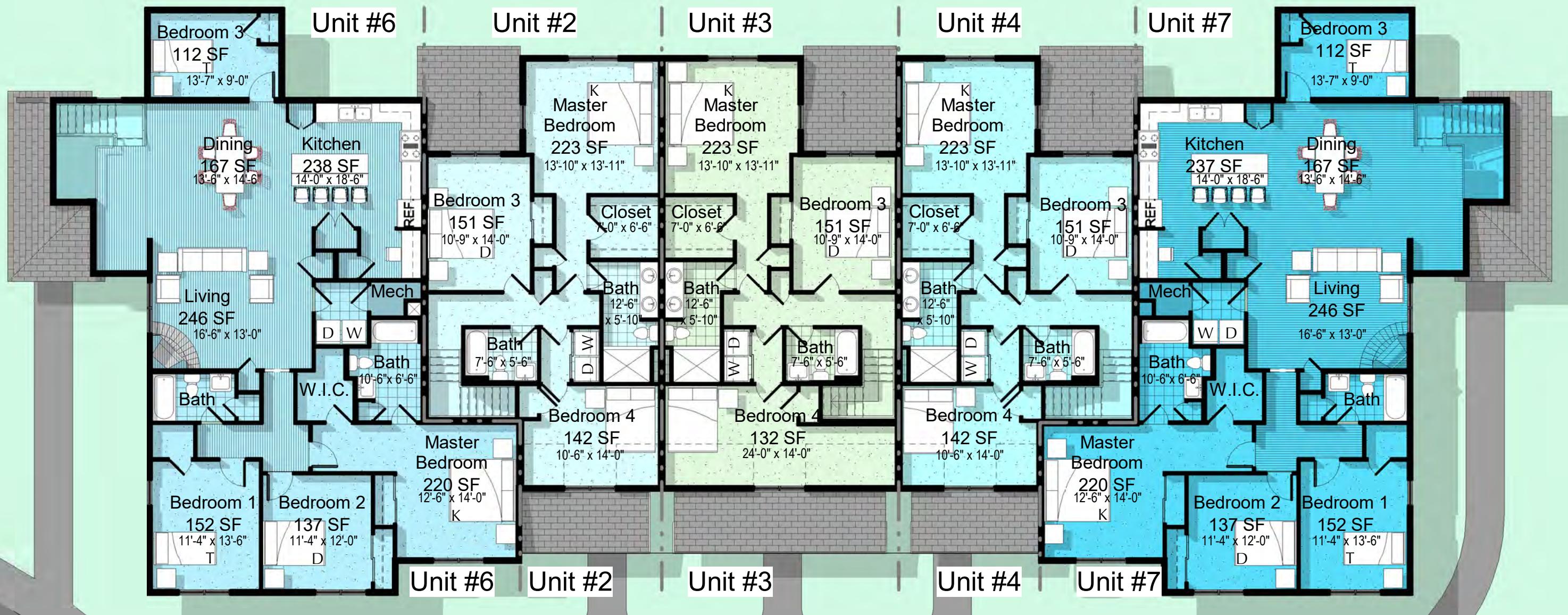
7 Unit Prototype A - First Floor Plan  
Murphy's Farm - Residential Development Project

March 3, 2022

Graphic Scale: 3/32 inch = 1 foot



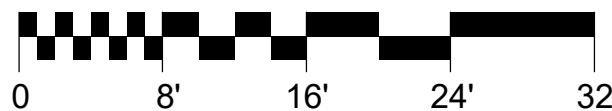
A-3



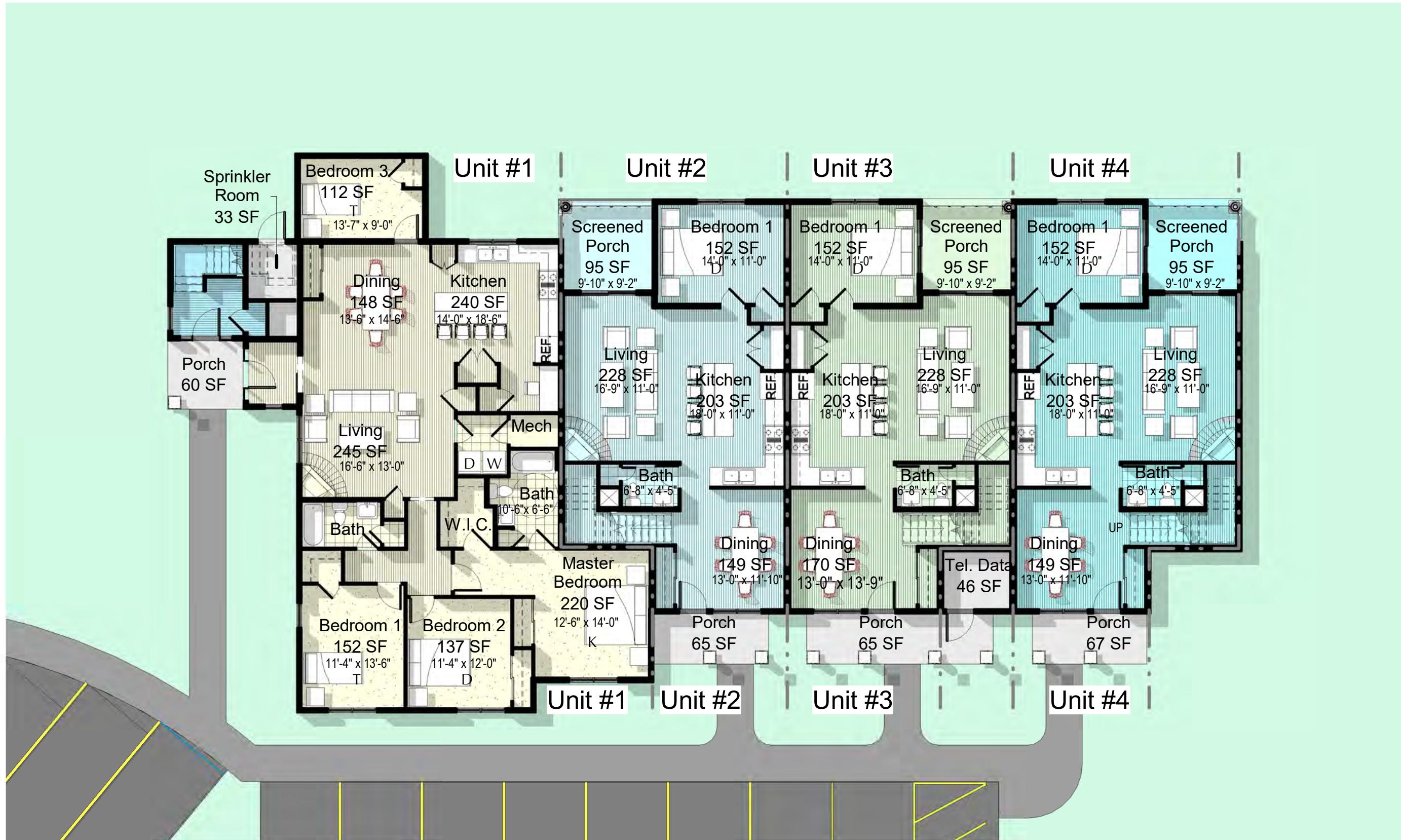
7 Unit Prototype A - Second Floor Plan  
Murphy's Farm - Residential Development Project

March 3, 2022

Graphic Scale: 3/32 inch = 1 foot



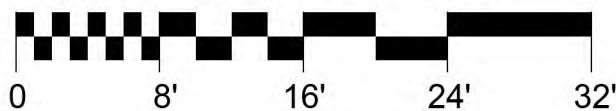
A-4



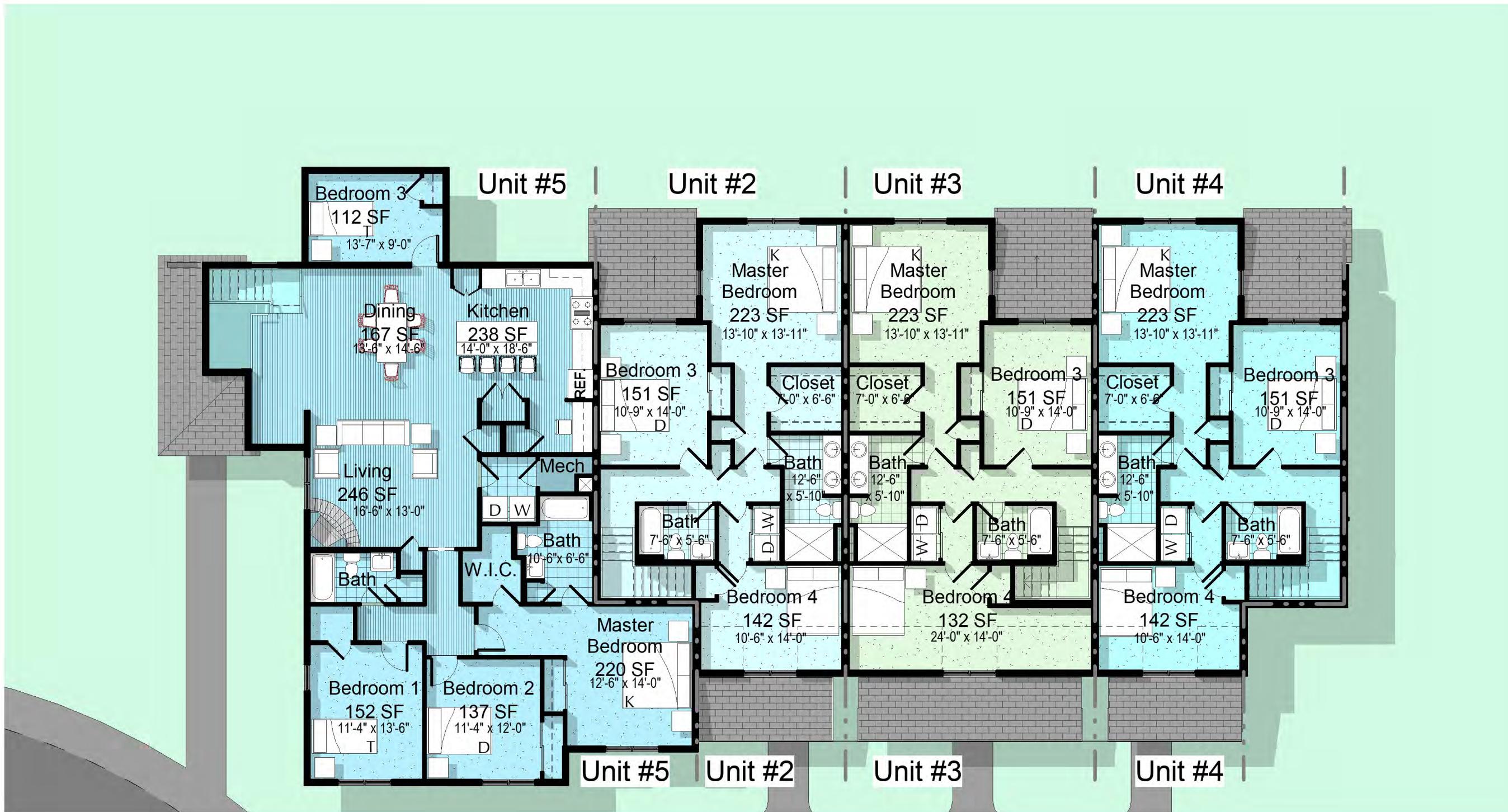
5 Unit Prototype A2 - First Floor Plan  
Murphy's Farm - Residential Development Project

March 15, 2022

Graphic Scale: 3/32 inch = 1 foot



A-5



5 Unit Prototype A2 - Second Floor Plan  
Murphy's Farm - Residential Development Project

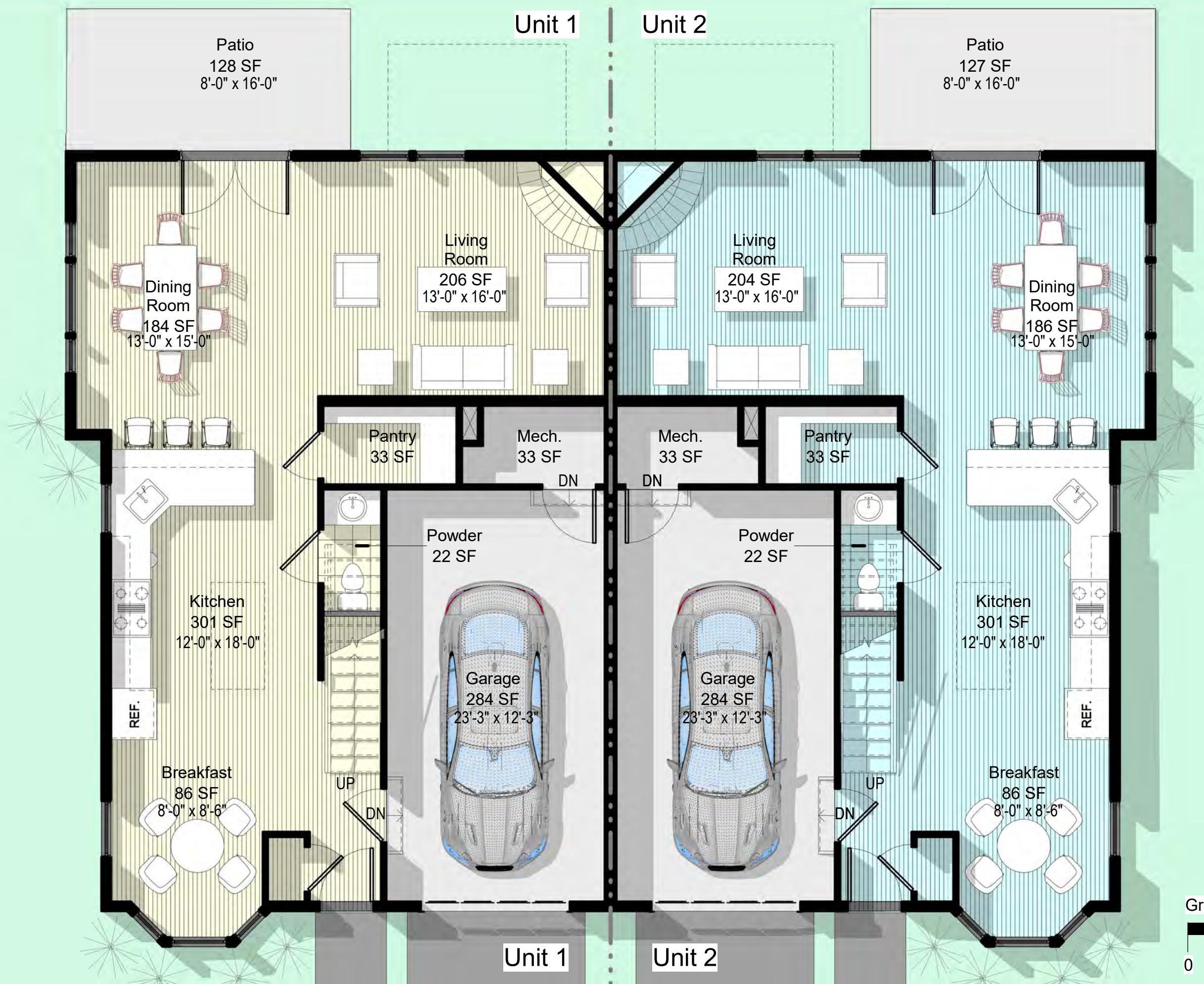
March 15, 2022

A-6



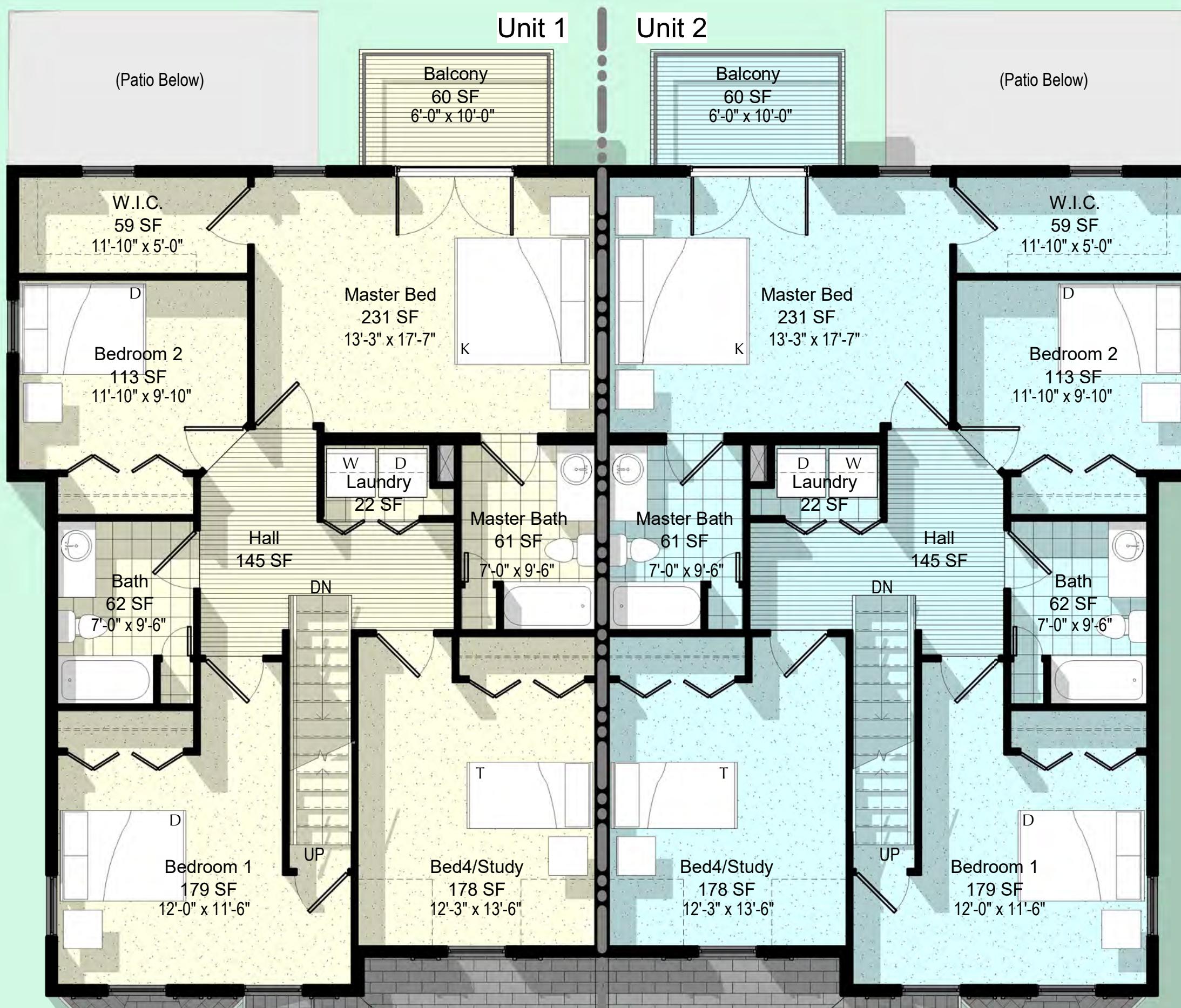
Prototype B - Duplex Townhouse - Rendering  
Murphy's Farm - Residential Development Project

June 4, 2020



Prototype B - Duplex Townhouse - First Floor Plan  
Murphy's Farm - Residential Development Project

March 3, 2022



Prototype B - Duplex Townhouse - Second Floor Plan  
Murphy's Farm - Residential Development Project

March 3, 2022

**Murphy's Farm  
Dracut, MA  
Architectural Narrative**

Murphy's Farm is a multi-phase residential development project on a 50-acre property in western Dracut, MA. Approximately five acres of the property are wetlands.

The development will consist of 47 residential buildings, with a mix of four-bedroom flats and 4-bedroom townhouses; along with two clubhouses for community use and several covered pavilion structures. Buildings will be situated to provide green common spaces between them for community recreation. A network of meandering walking paths will connect the residences with recreational spaces, while the pavilions scattered throughout the site provide residents with shade and outdoor seating.

Building Prototype "A" will be a 2-1/2 story, 7-unit building of approximately 13,668 sf, consisting of four 4-bedroom flats and three 4-bedroom townhouse units. Thirty-four of these buildings are planned.

Building Prototype "A2" will be a 2-1/2 story, 5-unit building of approximately 9,948 sf, with two 4-bedroom flats, and three 4-bedroom townhouse. Twelve of these buildings are planned.

Building Type "B" will be a 2-1/2 story, 5,100sf duplex, with two 4-bedroom townhouses, two garage bays. One building is planned.

In addition to the residential buildings, there will be two 1,800 sf clubhouses for community use. Each of these will have a meeting room, a kitchenette, office and toilet rooms, and will be handicapped accessible.

Common covered pavilion structures that are approximately 400 sf will be constructed around the site. These will be handicapped accessible.

Overall, the project will have 300 residential units in total, including 1,200 bedrooms.

**MURPHY'S FARM  
ATTACHMENT 3.5  
Certification Explanation**

3.5 Sustainable Development Principles - Supporting documentation

Not Applicable – No additional supporting documentation is required.

## **SUSTAINABLE DEVELOPMENT CRITERIA SCORECARD**

MassHousing encourages housing development that is consistent with sustainable development designs and green building practices. Please provide information indicating that your development complies with either Method 1 or Method 2 of the Sustainable Development Principles

### **Method 1 - Redevelop First**

#### *If Rehabilitation:*

Rehabilitation/Redevelopment/Improvements to Structure	No
Rehabilitation/Redevelopment/Improvements to Infrastructure	No

#### *If New Construction:*

- Contributes to revitalization of town center or neighborhood	No
- Walkable to:	
(a) transit	No
(b) downtown or village center	No
(c) school	No
(d) library	No
(e) retail, services, or employment center	No
- Located in municipally-approved growth center	No

Explanation (Required):

## Method 2 - Consistency with Sustainable Development Principles

Development meets a minimum of **five (5)** of the Commonwealth's *Sustainable Development Principles* as shown in the next section below.

If the development involves strong municipal support, the development need only meet four (4) of the Sustainable Development Principles. However, one (1) of the Principles met must be **Protect Land and Ecosystems**. Please check the applicable boxes within the "Optional - Demonstration of Municipal Support" section below, include an explanation in the box if necessary and provide attachments where applicable.

### Optional - Demonstration of Municipal Support

- Letter of Support from the Chief Elected Official of the municipality *	No
- Housing development involves municipal funding	No
- Housing development involves land owned or donated by the municipality	No

*\*Other acceptable evidence: Zoning variance issued by ZBA for project; Minutes from Board of Selectman meeting showing that project was discussed and approved, etc.*

### Explanation (Required)

Please explain at the end of each category how the development follows the relevant *Sustainable Development Principle(s)* and explain how the development demonstrates each of the checked "X" statements listed under the *Sustainable Development Principle(s)*.

#### (1) Concentrate Development and Mix Uses

Support the revitalization of city and town centers and neighborhoods by promoting development that is compact, conserves land, protects historic resources, and integrates uses. Encourage remediation and reuse of existing sites, structures, and infrastructure rather than new construction in undeveloped areas. Create pedestrian friendly districts and neighborhoods that mix commercial, civic, cultural, educational, and recreational activities with open spaces and homes.

- Higher density than surrounding area	Yes
- Mixes uses or adds new uses to an existing neighborhood	No
- Includes multi-family housing	Yes
- Utilizes existing water/sewer infrastructure	Yes
- Compact and/or clustered so as to preserve undeveloped land	Yes
- Reuse existing sites, structures, or infrastructure	Yes
- Pedestrian friendly	No
- Other (discuss below)	No

### Explanation (Required)

The site was an approved subdivision by the Town of Dracut. The new plan incorporates new type of housing options (rentals).

## **(2) Advance Equity & Make Efficient Decisions**

Promote equitable sharing of the benefits and burdens of development. Provide technical and strategic support for inclusive community planning and decision making to ensure social, economic, and environmental justice. Ensure that the interests of future generations are not compromised by today's decisions.

Promote development in accordance with smart growth and environmental stewardship.

- Concerted public participation effort (beyond the minimally required public hearings)	No
- Streamlined permitting process, such as 40B or 40R	Yes
- Universal Design and/or visitability	Yes
- Creates affordable housing in middle to upper income area and/or meets regional need	Yes
- Creates affordable housing in high poverty area	No
- Promotes diversity and social equity and improves the neighborhood	Yes
- Includes environmental cleanup and/or neighborhood improvement in an Environmental Justice Community	No
- Other (discuss below)	No

Explanation (Required)

The affordable housing units would satisfy a regional need for low- or moderate-income housing that is particularly acute in this area of Massachusetts, where most of the towns are significantly below the 10% goal for affordable housing units set by Chapter 40B. In addition, the housing will comply with all of the requirements of the Age Discrimination Act, Title II of the Americans with Disabilities Act and Title VIII of the Fair Housing Act, Executive Order 11063, Massachusetts General Laws.

## **(3) Protect Land and Ecosystems**

Protect and restore environmentally sensitive lands, natural resources, agricultural lands, critical habitats, wetlands and water resources, and cultural and historic landscapes. Increase the quantity, quality and accessibility of open spaces and recreational opportunities.

- Creation or preservation of open space or passive recreational facilities	Yes
- Protection of sensitive land, including prime agricultural land, critical habitats, and wetlands	Yes
- Environmental remediation or clean up	No
- Responds to state or federal mandate (e.g., clean drinking water, drainage, etc.)	No
- Eliminates or reduces neighborhood blight	No
- Addresses public health and safety risk	No
- Cultural or Historic landscape/existing neighborhood enhancement	No
- Other (discuss below)	No

Explanation (Required)

The use of property that has public infrastructure is more efficient and effective. The Site is serviced by public water and sewer. Does protects the existing wetlands located on the site.

#### **(4) Use Natural Resources Wisely**

Construct and promote developments, buildings, and infrastructure that conserve natural resources by reducing waste and pollution through efficient use of land, energy, water and materials.

- Uses alternative technologies for water and/or wastewater treatment	No
- Uses low impact development (LID) for other innovative techniques	Yes
- Other (discuss below)	No

#### Explanation (Required)

The site plan is maximized to reduce waste and is a very efficient use of land. The property will explore the use of alternative hardscape material to reduce the use of bituminous paving in the impervious areas along with energy efficient design and construction.

#### **(5) Expand Housing Opportunities**

Support the construction and rehabilitation of homes to meet the needs of people of all abilities, income levels and household types. Build homes near jobs, transit, and where services are available. Foster the development of housing, particularly multifamily and single-family homes, in a way that is compatible with a community's character and vision and with providing new housing choices for people of all means.

- Includes rental units, including for low/mod households	Yes
- Includes homeownership units, including for low/mod households	No
- Includes housing options for special needs and disabled population	Yes
- Expands the term of affordability	Yes
- Homes are near jobs, transit and other services	Yes
- Other (discuss below)	No

#### Explanation (Required)

The proposed mixed income project will include low and moderate income households and as such will increase the number of rental units for Commonwealth residents for various income levels.

#### **(6) Provide Transportation Choice**

Maintain and expand transportation options that maximize mobility, reduce congestion, conserve fuel and improve air quality. Prioritize rail, bus, boat, rapid and surface transit, shared-vehicle and shared-ride services, bicycling and walking. Invest strategically in existing and new passenger and freight transportation infrastructure that supports sound economic development consistent with smart growth objectives.

- Walkable to public transportation	No
- Reduces dependence on private automobiles (e.g., provides previously unavailable shared transportation, such as Zip Car or shuttle buses)	Yes
- Increased bike and ped access	No
- For rural areas, located in close proximity (i.e., approximately one mile) to a transportation corridor that provides access to employment centers, retail/commercial centers, civic or cultural destinations	Yes
- Other (discuss below)	No

#### Explanation (Required)

The property is located to major roads that services to regional public transportation which services Dracut and other communities.

#### **(7) Increase Job and Business Opportunities**

Attract businesses and jobs to locations near housing, infrastructure, and transportation options. Promote economic development in industry clusters. Expand access to education, training and entrepreneurial opportunities. Support growth of local businesses, including sustainable natural resource-based businesses, such as agriculture, forestry, clean energy technology and fisheries.

- Permanent Jobs	Yes
- Permanent jobs for low- or moderate- income persons	No
- Jobs near housing, service or transit	Yes
- Housing near an employment center	Yes
- Expand access to education, training or entrepreneurial opportunities	No
- Support local business	Yes
- Support natural resource-based businesses (i.e., farming, forestry, or aquaculture)	Yes
- Re-uses or recycles materials from a local or regional industry's waste stream	No
- Support manufacture of resource-efficient materials, such as recycled or low-toxicity materials	No
- Support businesses that utilize locally produced resources such as locally harvested wood or agricultural products	No
- Other (discuss below)	No

#### Explanation (Required)

The proposed project will create construction, property management and maintenance jobs. The project is in close proximity to commercial properties providing affordable housing for their current and future employees . There are local farms abutting the property.

## **(8) Promote Clean Energy**

Maximize energy efficiency and renewable energy opportunities. Support energy conservation strategies, local clean power generation, distributed generation technologies, and innovative industries. Reduce greenhouse gas emissions and consumption of fossil fuels.

- Energy Star or Equivalent*	Yes
- Uses renewable energy source, recycled and/or non-/low-toxic materials, exceeds the state energy code, is configured to optimize solar access, and/or otherwise results in was reduction and conservation of resources	No
- Other (discuss below)	No

\*All units are required by MassHousing to be Energy Star Efficient. Please include in your explanation a description of how the development will meet Energy Star criteria.

### Explanation (Required)

The home will be equipped with energy-star appliances and other energy saving devices; in addition, the project will be developed in a way to address concerns with energy efficiency in other ways. For instance, the development is serviced by public water and sewer.

## **(9) Plan Regionally**

Support the development and implementation of local and regional, state and interstate plans that have broad public support and are consistent with these principles. Foster development projects, land and water conservation, transportation and housing that have a regional or multi-community benefit. Consider the long term costs and benefits to the Commonwealth.

- Consistent with a municipally supported regional plan	No
- Addresses barriers identified in a Regional Analysis of Impediments to Fair Housing	Yes
- Measureable public benefit beyond the applicant community	No
- Other (discuss below)	No

### Explanation (Required)

The property is located near regional public and private transportation routes which services Dracut and other communities which also has a need to affordable housing.

**Comprehensive Permit Site Approval Application  
Murphy's Farm**

**Section 4 – Site Control**

**Application for Chapter 40B Project Eligibility / Site Approval  
for MassHousing-Financed and New England Fund (“NEF”) Rental Projects**

**Section 4: SITE CONTROL**

**Grantor/Seller:** O'Brien Homes, Inc

**Grantee/Buyer:** The Homes at Murphy's Farm LLC

**Grantee/Buyer Type:** Development Entity

**If Other, Explain:**

**Are the Parties Related?** Yes Yes, the current seller is also a party in the LLC. In addition, the con

**For Deeds or Ground Leases:**

**Date(s) of Deed(s) or Ground Leases(s):**

**Purchase Price:** \$0

**For Purchase and Sales Agreements or Option Agreements:**

**Date of Agreement:**

**Expiration Date:**

**Date of Extension (if extension granted):**

**New Expiration Date (if extension granted):**

**Purchase Price:** \$5,500,000

**Will any easements or rights of way over other properties be required in order to develop the site as proposed?:** No

**If Yes, Current Status of Easement:** Under Purchase and Sale Agreement

**Date(s) of Easements(s):**

**For Easements:**

**Date of Agreement:**

**Purchase Price:** \$0

**For Easement Purchase and Sales Agreements or Easement Option Agreements:**

**Expiration Date:**

**Date of Extension (if extension granted):**

**New Expiration Date (if extension granted)**

**Purchase Price:** \$0

**Comprehensive Permit Site Approval Application  
Murphy's Farm**

**Attachment 4 – Site Control**

## PURCHASE AND SALE AGREEMENT

This 16<sup>th</sup> day of September, 20 22.

### 1. PARTIES AND MAILING ADDRESSES

**O'Brien Homes, Inc.**, a duly organized Massachusetts corporation with a usual business address of 18 Cassimere Street, Andover, MA 01810, hereinafter called the Seller, agrees to sell and **The Homes At Murphy's Farm, LLC**, a duly organized Massachusetts limited liability company with a usual business address of 18 Cassimere Street, Andover, MA 01810, hereinafter called the Buyer, agrees to buy, upon the terms hereinafter set forth, the premises described in Paragraphs 2 and 3 below.

### 2. DESCRIPTION

Those certain parcels of land, located on and off of Wheeler Street in Dracut, Massachusetts, as described in the deed to the seller recorded in the Middlesex North District Registry of Deeds at Book 31624, Page 254.

(collectively hereinafter, the "Seller's Property").

### 3. BUILDINGS, STRUCTURES, IMPROVEMENTS, FIXTURES

Premises is primarily vacant land, however, any building structures, or improvements, or fixtures located thereon are included within the Premises.

### 4. TITLE DEED

Said Premises are to be conveyed by a good and sufficient quitclaim deed running to the Buyer or Buyer's designee.

### 5. PLANS

If said deed refers to a plan necessary to be recorded therewith, the Buyer shall prepare and provide such plan in form adequate for recording or registration.

### 6. REGISTERED TITLE

Intentionally deleted, the Seller's Property does not include any registered land.

### 7. PURCHASE PRICE

The agreed purchase price for said Premises is **Five Million, Seven Hundred and Seventy Five Thousand and 00/100 (\$5,775,000.00) dollars**, one thousand dollars of which has been paid to the seller this day as a deposit and the balance of which shall be paid at the time of delivery of the deed in cash, wire, or by certified, cashier's, treasurer's, bank or conveyancer's account check(s) or Attorney IOLTA check drawn on a Massachusetts

Bank without endorsement.

**8. TIME FOR PERFORMANCE; DELIVERY OF DEED**

Such deed is to be delivered and the transaction contemplated by this Agreement closed within sixty (60) days of the date all Permits & Approvals are obtained, or such other date as the parties may agree (the "Closing Date") at the offices of counsel for Buyer, unless otherwise agreed upon in writing.

**9. POSSESSION AND CONDITION OF PREMISES**

Full possession of said Premises free of all tenants and occupants is to be delivered at the time of the delivery of the deed.

**10. EXTENSION TO PERFECT TITLE OR MAKE PREMISES CONFORM**

If, at the time for performance, as the same may be extended hereunder, the Seller shall be unable to give title or to make conveyance, or to deliver possession of the Premises, all as herein stipulated, or if at the time of the delivery of the deed the Premises do not conform with the provisions hereof, then the Seller shall use reasonable efforts to remove any defects in title, or to deliver possession as provided herein, or to make the said Premises conform to the provisions hereof, as the case may be, in which event the Seller shall give written notice thereof to the Buyer at or before the time for performance hereof, and thereupon the time for performance hereof shall be extended for a period of thirty (30) days. Seller shall not be required to expend in excess of \$10,000.00, exclusive of the payment of any mortgages, liens, and outstanding real estate taxes and municipal charges, but inclusive of attorney's fees to satisfy the terms of this Paragraph. Seller shall not be required to commence any Land Court proceeding.

**11. FAILURE TO PERFECT TITLE OR MAKE PREMISES CONFORM, etc.**

If at the expiration of the extended 30-day time period referenced in Paragraph 10 above, the Seller shall have failed so to remove any defects in title, deliver possession, or make the Premises conform, as the case may be, all as herein agreed, or if at any time during the period of this Agreement or any extension thereof, the holder of a mortgage on said Premises shall refuse to permit the insurance proceeds, if any, to be used for such purposes, then any payments made under this Agreement shall be forthwith refunded and all other obligations of the parties hereto shall cease and this Agreement shall be void and without recourse to the parties hereto.

**12. BUYER'S ELECTION TO ACCEPT TITLE**

The Buyer shall have the election, at either the original or any extended time for performance, to accept such title as the Seller can deliver to the said Premises in their then condition and to pay therefore the purchase price without deduction, in which case the Seller shall convey such title, except that in the event of such conveyance in accord with the provisions of this clause, if the said Premises shall have been damaged by fire or casualty insured against, then the Seller shall, on delivery of the deed, unless said Premises have

previously been restored to their former condition, pay over or assign to the Buyer all amounts recovered or recoverable on account of such insurance, and give the Buyer a credit against the purchase price equal to any amounts otherwise so recoverable which are retained by the holder of a mortgage on the Premises, less any amounts reasonably expended by the Seller for any partial restoration.

#### 13. CONDEMNATION

If, subsequent to the date hereof and prior to the Closing Date, any proceeding, judicial, administrative or otherwise, which shall relate to the proposed taking of all or any portion of the Premises by condemnation or eminent domain or any action in the nature of eminent domain, and such portion has a material, adverse impact, in Buyer's sole discretion, on Buyer's use and/or development of the Premises, or the taking or closing of any right of access to the Premises, is instituted or commenced, Buyer shall have the right and option to terminate this Agreement by giving Seller written notice to such effect within ten (10) days after actual receipt of written notification of any such occurrence or occurrences. Failure to give such notice within such time shall be conclusive evidence that Buyer has waived the option to terminate by reason of the occurrence or occurrences of which it has received notice, and Buyer shall pay the full purchase price without deduction for such taking but shall be credited with or be assigned all of Seller's right to any proceeds therefrom. Seller hereby agrees to furnish Buyer written notification of learning of the institution of such proceedings. Should Buyer elect to so terminate this Agreement, all deposits shall be returned forthwith to Buyer, and thereupon the parties hereto shall be released from any and all further obligations hereunder. As of the date hereof, Seller represents to Buyer that Seller has no actual knowledge of any proceeding, judicial, or otherwise that relate to this Paragraph.

#### 14. ACCEPTANCE OF DEED

The acceptance and recording of a deed by the Buyer shall be deemed to be a full performance and discharge of every agreement and obligation herein contained or expressed, except such as are, by the terms hereof, to be performed after or which expressly survive delivery of the deed.

#### 15. USE OF MONEY TO CLEAR TITLE

To enable the Seller to make conveyance as herein provided, the Seller may, at the time of delivery of the deed, use the purchase money or any portion thereof to clear the title of any or all encumbrances or interests, provided that all instruments so procured are recorded simultaneously with the delivery of said deed or, in the case of institutional mortgages which are paid at closing, procured and recorded subsequent to closing in a manner that is reasonably satisfactory to Buyer's counsel and Buyer's title insurance company.

#### 16. INSURANCE

Until the delivery of the deed, the Seller shall maintain insurance on said Premises as presently insured.

#### 17. ADJUSTMENTS

Taxes for the then current fiscal year shall be apportioned as of the day of performance of this Agreement and the net amount thereof shall be added to or deducted from, as the case may be, the purchase price payable by the Buyer at the time of delivery of the deed.

18. **ADJUSTMENT OF UNASSESSED AND ABATED TAXES**

If the amount of said taxes is not known at the time of the delivery of the deed, they shall be apportioned on the basis of the taxes assessed for the preceding fiscal year, with a reapportionment as soon as the new tax rate and valuation can be ascertained; and, if the taxes which are to be apportioned shall thereafter be reduced by abatement, the amount of such abatement, less the reasonable cost of obtaining the same, shall be apportioned between the parties, provided that neither party shall be obligated to institute or prosecute proceedings for an abatement unless herein otherwise agreed.

19. **BROKER'S FEE**

Intentionally deleted, no broker's fee is due from either party.

20. **BROKER'S WARRANTY**

Intentionally deleted.

21. **DEPOSIT**

Any deposit due from Buyer shall be paid to Seller and accounted for at closing.

22. **BUYER'S DEFAULT; DAMAGES**

If the Buyer shall fail to fulfill the Buyer's agreements herein, all deposits made hereunder by the Buyer shall be retained by the Seller as liquidated damages, and this shall be Seller's sole and exclusive remedy at law and in equity. The parties hereby agree that actual damages are difficult to ascertain and such deposits represent a fair and reasonable estimation of the damages suffered by Seller.

23. **RELEASE BY HUSBAND OR WIFE**

Intentionally deleted.

24. **BROKER AS PARTY**

Intentionally deleted.

25. **LIABILITY OF TRUSTEE, SHAREHOLDER, BENEFICIARY, etc.**

If the Seller or Buyer executes this Agreement in a representative or fiduciary capacity, only the principal or the estate represented shall be bound, and neither the Seller or Buyer so executing, nor any shareholder, officer, director, member, manager or beneficiary of any

trust, shall be personally liable for any obligation, express or implied, hereunder.

**26. WARRANTIES AND REPRESENTATIONS**

Intentionally deleted.

**27. MORTGAGE CONTINGENCY CLAUSE**

Intentionally deleted.

**28. CONSTRUCTION OF AGREEMENT**

This instrument, executed in multiple counterparts, is to be construed as a Massachusetts contract, is to take effect as a sealed instrument, sets forth the entire contract between the parties, is binding upon and enures to the benefit of the parties hereto and their respective heirs, devisees, executors, administrators, successors and assigns, and may be cancelled, modified or amended only by a written instrument executed by both the Seller and the Buyer or their respective counsels. If two or more persons are named herein as Buyer their obligations hereunder shall be joint and several. The captions and marginal notes are used only as a matter of convenience and are not to be considered a part of this Agreement or be used in determining the intent of the parties to it.

**29. LEAD PAINT LAW**

Intentionally deleted.

**30. SMOKE DETECTORS AND CARBON MONOIXDE DECTECTORS**

Intentionally deleted.

**31. ADDITIONAL RIGHTS CONVEYED TO BUYER**

Seller agrees to convey to Buyer any and all of Seller's rights to construct and use the subdivision roads and ways shown on the Plan, for the construction and reconstruction of roadways, use of said roadways, and for the installation of above-ground and below-ground utilities.

Additionally, Seller agrees to convey to Buyer any and all of Seller's rights in the Property necessary to allow Buyer to install, repair, and operate utilities and a stormwater drainage system necessary or convenient to serve Buyer's proposed development of the Premises and the attendant subdivision roadways.

**32. PERMITTING CONTINGENCY**

Closing under this Agreement is conditioned upon Buyer having obtained all final permits and approvals necessary or desirable to construct a 300-unit residential rental community serviced by all the customary utilities and services and supported by reasonable and

adequate roadway infrastructure, with all relevant appeals periods for said permits and approvals having expired or any such appeals having been finally dismissed.

Signed and delivered as of the date first stated above.

SELLER:

O'Brien Homes, Inc.

By: Kevin O'Brien  
Name: Kevin O'Brien  
Title: President and Treasurer

BUYER:

The Homes At Murphy's Farm, LLC

By: Kevin O'Brien  
Name: Kevin O'Brien  
Title: Manager The Homes At Murphy's Farm LLC

**Comprehensive Permit Site Approval Application  
Murphy's Farm**

**Section 5 – Financial Information**

## Application for Chapter 40B Project Eligibility / Site Approval

### for MassHousing-Financed and New England Fund (“NEF”) Rental Projects

#### Section 5: FINANCIAL INFORMATION

In order to issue Site Approval, MassHousing must find (as required by 760 CMR 56.04 (4)) that an initial pro forma has been reviewed and that the Proposed Project appears financially feasible and consistent with the Chapter 40B Guidelines, and that the Proposed Project is fundable under the applicable program.

##### Initial Capital Budget

###### Sources

Description	Source	Budgeted
Private Equity	Owner's Cash Equity	\$88,632,104
Private Equity	Tax Credit Equity	\$0
Private Equity	Developer Fee Contributed or Loaned	\$2,725,000
Private Equity	Developer Overhead Contributed or Loaned	\$5,500,000
Other Private Equity		\$0
Public/Soft Debt		\$0
Subordinate Debt		\$0
Permanent Debt		\$115,000,000
Permanent Debt		\$0
Construction Debt	<i>for informational purposes only, not included in Sources T</i>	\$0
Additional Source		\$0
Additional Source		\$0
<b>Total Sources</b>		<b>\$211,857,104</b>

###### Pre-Permit Land Value

Item	Budgeted
As-Is Market Value*:	\$5,500,000
Reasonable Carrying Costs:	\$0
<b>Total Pre-Permit Land Value:</b>	<b>\$5,500,000</b>

\* As-Is market value to be determined by a MassHousing commissioned appraisal

**Uses (Costs)**

Item	Budgeted
<b>Acquisition Cost (Actual):</b>	
Actual Acquisition Cost: Land	\$5,500,000
Actual Acquisition Cost: Buildings	\$0
Reasonable Carrying Costs	\$0
<b>Subtotal - Acquisition Costs</b>	<b>\$5,500,000</b>
<b>Construction Costs-Building Structural Costs (Hard Costs):</b>	
Building Structure Costs	\$111,715,500
Hard Cost Contingency	\$66,282,334
<b>Subtotal - Building Structural Costs (Hard Costs)</b>	<b>\$177,997,834</b>
<b>Construction Costs-Site Work (Hard Costs):</b>	
Earth Work	\$1,600,000
Utilities: On-Site	\$550,000
Utilities: Off-Site	\$200,000
Roads and Walks	\$500,000
Site Improvement	\$650,000
Lawns and Plantings	\$400,000
Geotechnical Condition	\$150,000
Environmental Remediation	\$0
Demolition	\$25,000
Unusual Site Conditions/Other Site Work	\$250,000
<b>Subtotal - Site Work (Hard Costs)</b>	<b>\$4,325,000</b>
<b>Construction Costs-General Conditions, Builders Overhead and Profit (Hard Costs):</b>	
General Conditions	\$2,320,810
Builder's Overhead	\$7,101,679
Builder's Profit	\$7,101,679
<b>Subtotal - General Conditions, Builder's Overhead &amp; Profit</b>	<b>\$16,524,168</b>
<b>General Development Costs (Soft Costs):</b>	
Appraisal and Marketing Study <i>(not 40B "As Is" Appraisal)</i>	\$25,000
Marketing and Initial Rent Up <i>(include model units if any)</i>	\$275,000
Real Estate Taxes <i>(during construction)</i>	\$50,000
Utility Usage <i>(during construction)</i>	\$95,000
Insurance <i>(during construction)</i>	\$95,000
Security <i>(during construction)</i>	\$0
Inspecting Engineer <i>(during construction)</i>	\$0
Construction Loan Interest	\$700,000
Fees to Construction Lender:	\$75,000
Fees to Permanent Lender:	\$75,000
Fees to Other Lenders:	\$0

**General Development Costs (Soft Costs) - *continued***

Item	Budgeted
Architecture / Engineering	\$300,000
Survey, Permits, etc.	\$175,000
Clerk of the Works	\$0
Construction Manager	\$0
Bond Premiums	\$75,000
Environmental Engineer	\$20,000
Legal	\$125,000
<b>Title (including title insurance) and Recording</b>	\$50,000
<b>Accounting and Cost Certification (incl. 40B)</b>	\$75,000
Relocation	\$0
<b>40B Site Approval Processing Fee</b>	\$7,803
<b>40B Technical Assistance / Mediation Fee</b>	\$17,500
<b>40B Land Appraisal Cost (as-is value)</b>	\$7,500
<b>40B Final Approval Processing Fee</b>	\$0
<b>40B Subsidizing Agency Cost Certification Examination Fee</b>	\$0
<b>40B Monitoring Agent Fee</b>	\$0
<b>MIP</b>	\$0
<b>Credit Enhancement</b>	\$0
<b>Letter of Credit Fees</b>	\$0
<b>Tax Credit Allocation Fee</b>	\$0
<b>Other Financing Fees</b>	\$0
<b>Development Consultant</b>	\$25,000
<b>Other Consultant:</b>	\$0
<b>Other Consultant:</b>	\$0
<b>Syndication Costs</b>	\$0
<b>Soft Cost Contingency</b>	\$250,000
<b>Other Development Costs:</b>	\$0
<b>Subtotal - General Development Costs (Soft Costs)</b>	<b>\$2,517,803</b>
<b>Developer Fee and Overhead:</b>	
<b>Developer Fee</b>	\$1,337,500
<b>Developer Overhead</b>	\$1,337,500
<b>Subtotal Developer Fee and Overhead</b>	<b>\$2,675,000</b>
<b>Capitalized Reserves:</b>	
<b>Development Reserves</b>	\$0
<b>Initial Rent Up Reserves</b>	\$0
<b>Operating Reserves</b>	\$2,317,300
<b>Net Worth Account</b>	\$0
<b>Other Capitalized Reserves</b>	\$0

**Subtotal - Capitalized Reserves** **\$2,317,300**

**Summary of Subtotals**

<b>Item</b>	<b>Budgeted</b>
<b>Acquisition Costs (Actual):</b>	\$5,500,000
<b>Building Structural Costs (Hard Costs)</b>	\$177,997,834
<b>Site Work (Hard Costs)</b>	\$4,325,000
<b>General Conditions, Builder's Overhead &amp; Profit (Hard Costs)</b>	\$16,524,168
<b>Developer Fee and Overhead</b>	\$2,675,000
<b>General Development Costs (Soft Costs)</b>	\$2,517,803
<b>Capitalized Reserves</b>	\$2,317,300
<b>Total Development Costs (TDC)</b>	\$211,857,105

**Summary**

<b>Total Sources</b>	\$211,857,104
<b>Total Uses (TDC)</b>	\$211,857,105

**Projected Developer Fee and Overhead\*:** \$2,675,000

**Maximum Allowable Developer Fee and Overhead:\*\*:** \$2,675,000

**Projected Developer Fee and Overhead Equals 100.00% of Maximum Allowable Fee and Overhead**

\* Note in particular the provisions of Section IV.B.5.a of the Guidelines, which detail the tasks (i) for which a developer may or may not receive compensation beyond the Maximum Allowable Developer Fee and Overhead and (ii) the costs of which must, if the tasks were performed by third parties, be included within the Maximum Allowable Developer Fee and Overhead.

\*\* Please consult the most recent DHCD Qualified Allocation Plan (QAP) to determine how to calculate the maximum allowable developer fee and overhead. If you have any questions regarding this calculation, please contact MassHousing.

**Comprehensive Permit Site Approval Application  
Murphy's Farm**

**Attachment 5 – Financial Information**



March 24, 2022

O'Brien Homes, Inc.

Kevin T. O'Brien

18 Cassimere Street

Andover, MA, 01810

RE: 40B Subdivision – Murphy's Farm - Dracut, MA

Dear Kevin:

Thank you for providing preliminary documents to be reviewed for the Murphy's Farm subdivision in Dracut, MA. On behalf of The Lowell Five, I am pleased to inform you that you are pre-approved for a mortgage for the development of the 40B subdivision known as Murphy's Farm at 231 Wheeler Street, Dracut, MA.

A final approval decision on the loan is subject to the receipt and satisfactory review of final plans, permits, town approvals, budgets, construction contracts, satisfactory credit underwriting, and a current market appraisal indicating a loan-to-value ratio not exceeding 75%.

Should you have any questions, or if I may be of further assistance to you, please do not hesitate to call me at (978) 441-6441.

Sincerely,

*Christopher Wilcox*

Christopher Wilcox

Vice President – Construction Lending

## Murphy Farms Comparable Rental in Dracut

Currently, there are no 4 bedrooms rental home in Dracut. There are 24 - 4 bedrooms rental located in Lowell, MA. Most of the properties are located in less desirable area but are commanding rents above \$3,000 per month.

I have included 2 properties that are listing 3 bedroom units with the average rent of \$2,550.



### Apartment for Rent

12 Hovey St  
Dracut, MA 01826



\$2,600 3 Beds

[Apply](#)



### Townhome for Rent

1081 Mammoth Rd Dracut, MA 01826



\$2,500 3 Beds

**Comprehensive Permit Site Approval Application  
Murphy's Farm**

**Section 6 – Applicant Qualifications**

## Application for Chapter 40B Project Eligibility / Site Approval

### for MassHousing-Financed and New England Fund (“NEF”) Rental Projects

#### Section 6: APPLICANT QUALIFICATIONS, ENTITY INFORMATION, AND CERTIFICATION

*In order to issue Site Approval MassHousing must find (as required by 760 CRM 56.04 (4)) that the applicant is either a non-profit public agency or would be eligible to apply as a Limited Dividend Organization and meets the general eligibility standards of the program.*

##### Development Team:

Company Name	Contact Name	Contact Role	Applicant	Dev Entity	Primary For Role
O'brien Homes, Inc.	Kevin O'brien	Developer	Yes	No	Yes
The Homes at Murphy's Fa	Kevin O'brien	Developer	No	Yes	Yes
Dean E Harrison		Development Consultant	No	No	Yes

##### Entities Responsible for Development Tasks:

Development Task	Developer / Applicant	Contact Name / Company
Architecture and Engineering	No	The Homes at Murphy's Farm LLC, Kevin O'brien
Construction Management	No	The Homes at Murphy's Farm LLC, Kevin O'brien
Finance Package	No	Dean E Harrison
Local Permitting	No	Dean E Harrison
Local Permitting	No	The Homes at Murphy's Farm LLC, Kevin O'brien

##### Affiliated Entities:

Company Name	Individual Name	Affiliation	Relation
The Homes at Murphy Farms LLC		Managing Entity	Development Entity

**Previous Applications:**

**Project Name:**

**Filing Date:**

**Municipality:**

**Subsidizing Agency:**

**Decision:**

**Type:**

**Other Reference:**

**Certification and Acknowledgement**

I hereby certify on behalf of the Applicant, under pains and penalties of perjury, that the information provided above for each of the Applicant Entities is, to the best of my knowledge, true and complete; and that each of the following questions has been answered correctly to the best of my knowledge and belief:

*(Please attach a written explanation for all of the following questions that are answered with a "Yes". Explanations should be attached to this Section 6.)*

Question	Answer
Is there pending litigation with respect to any of the Applicant Entities ?	No
Are there any outstanding liens or judgments against any properties owned by any of the Applicant Entities ?	No
Have any of the Applicant Entities failed to comply with provisions of Massachusetts law related to taxes , reporting of employees and contractors, or withholding of child support?	No
Have any of the Applicant Entities ever been the subject of a felony indictment or conviction ?	No
During the last 10 years, have any of the Applicant Entities ever been party to a lawsuit involving fraud , gross negligence, misrepresentation, dishonesty, breach of fiduciary responsibility or bankruptcy?	No
Have any of the Applicant Entities failed to carry out obligations in connection with a Comprehensive Permit issued pursuant to M.G.L. c. 40B and any regulations or guidelines promulgated thereunder (whether or not MassHousing is or was the Subsidizing Agency/Project Administrator) including, but not limited to, completion of a cost examination and return of any excess profits or distributions?	No
Have any of the Applicant Entities ever been charged with a violation of state or federal fair housing requirements ?	No
Are any of the Applicant Entities not current on all existing obligations to the Commonwealth of Massachusetts , and any agency, authority or instrument thereof?	No

I further certify that the information set forth in this application (including attachments) is true, accurate and complete as of the date hereof to the best of my/our knowledge, information and belief. I further understand that MassHousing is relying on this information in processing the request for Site Approval in connection with the above-referenced project; and

I hereby acknowledge our commitment and obligation to comply with requirements for cost examination and limitations on profits and distributions, all as found at 760 CMR 56.04(8) and will be more particularly set forth in a Regulatory Agreement by and between the Applicant and MassHousing.

I hereby acknowledge that will be required to provide financial surety by means of bond, cash escrow and a surety escrow agreement or letter of credit with the agreement that it may be called upon or used in the event that the Developer fails either to (i) complete and submit the examined Cost Certification as required by 760 CMR 56.04(8) and the Regulatory Agreement, or (ii) pay over to the Subsidizing Agency or the Municipality any funds in excess of the limitations on profits and distributions from capital sources as required by 760 CMR 56.04(8) and as set forth in the Regulatory Agreement.

**Signature:** \_\_\_\_\_

**Name:**

**Title:**

**Date:**

**Comprehensive Permit Site Approval Application  
Murphy's Farm**

**Attachment 6 – Applicant Qualifications**

**MURPHY'S FARM  
ATTACHMENT 6.4  
Certification Explanation**

**6.1 Certification,**

Yes, the information provided and acknowledged in the Certification for each of the Applicant Entities is, to the best of my knowledge, true and complete; and that each of the following questions has been answered correctly to the best of my knowledge and belief

No, there are no pending litigation against the Applicant.

**Dean E. Harrison**  
59 Lockwood Avenue  
Attleboro, MA 02703  
508.813.1388 (cell)

## **SKILL SUMMARY**

Senior manager with extensive experience in real estate development, asset and property management. Skilled in securing federal, state, and local regulatory land-use approvals. Experienced in obtaining financing for multi-family housing and mixed-use developments from financial institutions and investment partners. Excellent background in design, construction, scheduling, and budgeting.

## **EXPERIENCE**

(2020 – Present)

### **One Neighborhood Builders, Providence, RI**

#### *Director of Real Estate Development*

- Oversees daily operations of OneNB's Development Department and Asset Management Department which involves the oversight and management of housing and commercial acquisition, development management, financial feasibility, program management as well federal and state reporting.
- Responsible for all phases of project development from site search and acquisition, to securing funding sources and permitting, through to construction and occupancy
- Reports to the Executive Director and the Real Estate Committee regarding the overall Real Estate division, Asset Management division, staff management, operational budgets, strategic planning, and reporting to the Real Estate Committee of the Board of Directors
- Secures federal, state and local regulatory land-use approvals

(2015 – 2020)

### **Women's Development Corporation, Providence, RI**

#### *Director of Real Estate Development*

- Directs daily operations of Wdc's Development Department which involves the oversight and management of housing and commercial acquisition, development management, financial feasibility, program management as well federal and state reporting.
- Responsible for all phases of project development from site search and acquisition, to securing funding sources and permitting, through to construction and occupancy
- Reports to the Executive Director regarding the overall Real Estate division, staff management, operational budgets, strategic planning, and reporting to the Real Estate Committee of the Board of Directors

(2009 -2015)

### **The Neighborhood Corporation, Taunton, MA**

#### *Executive Director*

- Responsible for the overall administration of the Corporation.
- Directing its daily operation and executing the directives and policies of the Board.
- Serves as the chief program administrator and project manager, which includes overall management of CDC finance administration, staff management, operational budgets, strategic planning, fundraising and reporting to the Board of Directors.
- Duties include housing and commercial acquisition, development management, financial feasibility, program management as well federal and state reporting.

(2004 –2015)

**Dean E. Harrison, Consultant, Warwick, RI**  
*Owner*

- Acquire and permit real estate developments in the Commonwealth.
- Negotiate, analyze, and underwrite real estate transactions with various Local, State agencies and financial institutions.
- Provide consulting services to developers, and governmental bodies regarding zoning, financing and monitoring of affordable housing using various State Housing programs.
- Provide consulting to newly form 501 (c) (3) regarding the planning development and financing housing and commercial opportunities.

(1994-2004)

**The Gatehouse Companies, Mansfield, MA**  
*Vice President of Development*

- Managed and monitored ongoing real estate division regarding the developing and financing of multi-family housing totaling over \$206 million.
- Negotiated, analyzed, and underwrote real estate transactions for various investment partners and financial institutions.
- Underwrote financing of multifamily housing developments utilizing multiple federal and state housing subsidies.
- Generated narrative and financial reports for distribution to State agencies, financial institutions and equity partners.

(1988-1994)

**Rhode Island Housing and Mortgage Finance Corporation, Providence, RI**  
*Assistant Development Officer*

- Review, analyze, and underwrite tax credit proposals seeking resources through the state's competitive funding cycle under its Qualified Allocation Plan.
- Provide technical assistance to developers, property managers, and other quasi-public agencies and governmental bodies regarding program guidelines and industry practices.
- Compile and complete required IRS documentation to ensure accurate and timely compliance with Section 42 of the Internal Revenue Code.
- Perform administrative tasks associated with monitoring program activity to protect the state's annual tax credits allocation.

**EDUCATION**

**UNIVERSITY OF RHODE ISLAND, Kingston, RI**  
**Bachelor of Resource Development - May 1987**  
Major: Landscape Architecture  
**G.P.A. 3.00**

**COMPUTER  
SKILLS**

**Microsoft Word, Excel, and PowerPoint**

**Dean E. Harrison**

7/1/2020

**Development List\***

<b>Name/Location</b>	<b>Development Type</b>	<b># of Units</b>	<b>Financing</b>	<b>Development Cost</b>
Anawan School Apts. Rehoboth, MA (Comprehensive Permit)	Multi-family Senior	36	Massachusetts Housing Partnership Commonwealth of Massachusetts	\$11,500,000
Aura at Medfield Medfield, MA	Multi-family Family	56	Department of Housing and Community Development Private Financing	\$16,688,199
Baron Lofts Apts. Taunton, MA	Mixed-use	6 residential/ Office space/Art Gallery	Neighborhood Stabilization Funds GATHC HOME Funds Bristol County Saving Bank	\$1,500,000
Brook Ave Cooperatives Boston, MA	Multi-family Family	36	MHIC/MHP Commonwealth of Massachusetts City of Boston	\$7,150,000
Brookview Estates Mendon, MA (Comprehensive Permit)	Homeownership	18	Rockland Trust Private Financing	\$5,661,097
Cedar Forest Apts. Tampa, FL	Multi-family Family	200	Neighborhood Landing Partners, Inc. Florida Housing Finance Corporation Hillsborough County	\$14,597,773
Cherry Hill II Plymouth, MA	Mixed-use	35 Elderly Residential/ 5,000 sqft Office	Massachusetts Housing Partnership Commonwealth of Massachusetts Rockland Trust Bank. Verizon Capital	\$12,162,045
Chestnut Farm Apartments Raynham, MA (Comprehensive Permit)	Multi-family Family	240	MassMutual Commonwealth of Massachusetts John Hancock	\$32,365,000
The Crossings at Indian Run Stuart, FL	Multi-family Family	344	Florida Housing Finance Agency First Union National Bank	\$23,551,018
Dean Street Studios Providence, RI	Enhanced SRO	51	Rhode Island Housing Coastway Bank Federal Home Loan Bank	\$9,036,326
Franklin Commons Apartments Franklin, MA (Comprehensive Permit)	Multi-family Family	96	MHIC/MHP Commonwealth of Massachusetts John Hancock	\$14,315,000
Goodridge Brook Estates Lancaster, MA (Comprehensive Permit)	Homeownership	56	MassHousing Private Financing	\$20,750,000
Goodridge Brook Estates Lancaster, MA (Comprehensive Permit)	Multi-family	96	MassHousing Private Financing	\$22,728,038
The Groves Middleborough, MA (Comprehensive Permit)	Multi-family (Condominiums)	52	Rockland Trust Bank.	\$11,846,421
Nantucket Bay Apartments Temple Terrace, FL	Multi-family Senior	180	First Housing Development Corp. Florida Housing Finance Corp. Hillsborough County	\$12,488,918
Newport Landing Apartments Tampa, Florida	Multi-family Family	122	Neighborhood Lending Partners, Inc. Florida Housing Finance Corporation Hillsborough County	\$11,614,343
The Preserve Walpole, MA (Comprehensive Permit)	Multi-family Family	300	MassHousing Commonwealth of Massachusetts	\$44,859,138
The Residences at the Grove Middleborough, MA (Comprehensive Permit)	Multi-family Family	36	Massachusetts Housing Partnership Commonwealth of Massachusetts Rockland Trust Bank. J.P Morgan	\$7,485,000
The Rosemary Village Scattered Sites West Palm Beach, FL	Family (Single Family Homes)	53	First Housing Development Corp. City of West Palm Beach	\$6,247,838
Sajda Gardens West Boylston, MA (Comprehensive Permit)	Multi-family Family	80	Massachusetts Housing Partnership Middlesex Saving Bank	\$10,889,366
Shannock Falls Scattered Sites Richmond/Charlestown, RI (Comprehensive Permit)	Multi-family Family (Under construction)	43	Rhode Island Housing Citizens Bank CREA Equity	\$15,607,223

Shoe Shop Place Middleborough, MA (Comprehensive Permit)	Multi-family Family	25	Massachusetts Housing Partnership Commonwealth of Massachusetts Bank of America	\$9,615,930
Somerset Woods Dighton, MA (Comprehensive Permit)	Multi-family Mixed Income (Permitted)	240	Massachusetts Housing Partnership	\$10,854,366
Springbrook Commons Apts. West Palm Beach, FL	Multi-family Family	144	Boston Capital Mortgage Corp. Florida Housing Finance Agency	\$10,569,860
South Meadow Village Sterling, MA (Comprehensive Permit)	Homeownership	18	Rockland Trust Private Financing	\$4,418,384
Williams Landing Apartments Tampa, FL	Multi-family Family	144	Neighborhood Lending Partners, Inc. Florida Housing Finance Corporation Hillsborough County	\$11,323,337
Willis Apartments New Bedford, MA	Multi-family Veterans (Under construction)	30	Commonwealth of Massachusetts CEDAC	\$9,129,511
Willow Trace Apartments Plainville, MA (Comprehensive Permit)	Multi-family Family	88	First Union National Bank Commonwealth of Massachusetts	\$10,506,202
<b>Totals</b>		<b>2,825</b>		<b>\$379,460,333</b>
<b>HISTORIC PROPERTIES</b>				
<u>Name/Location</u>	<u>Resident Profile</u>	<u># of Units</u>	<u>Financing</u>	<u>Development Cost</u>
Barrington Cove Apartments Barrington, RI	Multi-family Senior	60	Rhode Island Housing and Mortgage Finance Corp	\$ 6,422,028
Carlton Court Apts Providence, RI	Multi-family Senior	46	Rhode Island Housing and Mortgage Finance Corp	\$ 2,492,979
Clarke School Apartments Newport, RI	Multi-family Senior	<u>56</u>	Rhode Island Housing and Mortgage Finance Corp	<u>\$ 5,499,605</u>
<b>Total</b>		<b>162</b>	Affordable (Tax Credit) Units	<b>\$14,414,612</b>
		<b>2,987</b>	Total Units	<b>\$393,874,945</b>

Note: \*Involved in the various phase of development - acquisition, permitting, financing and construction of the development.

**Certification and Acknowledgement**

I hereby certify on behalf of the Applicant, under pains and penalties of perjury, that the information provided above for each of the Applicant Entities is, to the best of my knowledge, true and complete; and that each of the following questions has been answered correctly to the best of my knowledge and belief:

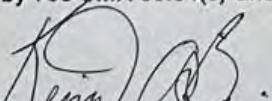
*(Please attach a written explanation for all of the following questions that are answered with a "Yes". Explanations should be attached to this Section 6.)*

Question	Answer
Is there pending litigation with respect to any of the Applicant Entities ?	No
Are there any outstanding liens or judgments against any properties owned by any of the Applicant Entities ?	No
Have any of the Applicant Entities failed to comply with provisions of Massachusetts law related to taxes , reporting of employees and contractors, or withholding of child support?	No
Have any of the Applicant Entities ever been the subject of a felony indictment or conviction ?	No
During the last 10 years, have any of the Applicant Entities ever been party to a lawsuit involving fraud , gross negligence, misrepresentation, dishonesty, breach of fiduciary responsibility or bankruptcy?	No
Have any of the Applicant Entities failed to carry out obligations in connection with a Comprehensive Permit issued pursuant to M.G.L. c. 40B and any regulations or guidelines promulgated thereunder (whether or not MassHousing is or was the Subsidizing Agency/Project Administrator) including, but not limited to, completion of a cost examination and return of any excess profits or distributions?	No
Have any of the Applicant Entities ever been charged with a violation of state or federal fair housing requirements ?	No
Are any of the Applicant Entities not current on all existing obligations to the Commonwealth of Massachusetts , and any agency, authority or instrument thereof?	No

I further certify that the information set forth in this application (including attachments) is true, accurate and complete as of the date hereof to the best of my/our knowledge, information and belief. I further understand that MassHousing is relying on this information in processing the request for Site Approval in connection with the above-referenced project; and

I hereby acknowledge our commitment and obligation to comply with requirements for cost examination and limitations on profits and distributions, all as found at 760 CMR 56.04(8) and will be more particularly set forth in a Regulatory Agreement by and between the Applicant and MassHousing.

I hereby acknowledge that will be required to provide financial surety by means of bond, cash escrow and a surety escrow agreement or letter of credit with the agreement that it may be called upon or used in the event that the Developer fails either to (i) complete and submit the examined Cost Certification as required by 760 CMR 56.04(8) and the Regulatory Agreement, or (ii) pay over to the Subsidizing Agency or the Municipality any funds in excess of the limitations on profits and distributions from capital sources as required by 760 CMR 56.04(8) and as set forth in the Regulatory Agreement.

  
Signature: \_\_\_\_\_

Name: Kevin T. O'Brien

Title: Manager

Date: 1-9-23

**Comprehensive Permit Site Approval Application  
Murphy's Farm**

**Section 7 – Notifications and Fees**

**See Application Form and Tab 5 and 6**

## Application for Chapter 40B Project Eligibility / Site Approval

### for MassHousing-Financed and New England Fund (“NEF”) Rental Projects

#### Section 7: NOTIFICATION AND FEES

##### Notices

Event	Date
Date(s) of meetings, if any, with municipal officials prior to submission of application to MassHousing:	07/01/2021
Date of Pre-Application Meeting with MassHousing:	09/22/2022
Date copy of complete application sent to chief elected office of municipality :	10/03/2022
Date notice of application sent to DHCD:	10/03/2022

##### Fees

All fees that are payable to MassHousing should be sent via ACH/Wire Transfer. Please contact MassHousing for the ACH/Wire Transfer instructions.

Fees payable to the Massachusetts Housing Partnership should be sent directly to MHP with the [MHP Cover Letter](#).

Fee	Amount	Description
<b>MassHousing Application Processing Fee:</b>	\$7,803	<i>payable to MassHousing</i>
Chapter 40B Technical Assistance/Mediation Fee:	\$2,500 (\$1,000)	<i>(Limited Dividend Sponsor \$2,500, Non-Profit or Public Agency Sponsor \$1,000)</i>
Unit Fee:	\$15,000 (\$50 per Unit)	
<b>Total TA/Mediation and Unit Fee:</b>	<b>\$17,500</b>	<i>(Payable to Massachusetts Housing Partnership)</i>

**Land Appraisal Cost:** You will be required to pay for an "as-is" market value appraisal of the Site to be commission by MassHousing. MassHousing will contact you once a quote has been received for the cost of the appraisal.

**Comprehensive Permit Site Approval Application  
Murphy's Farm**

**Attachment 7 – Notifications and Fees**

## **MURPHY'S FARM ATTACHMENT 7**

7.1 Narrative describing any prior correspondence and/or meetings with municipal officials. **The Applicant and his Attorney met with representative of the Town of Dracut 2021.**

7.2 Evidence (such as a certified mail receipt) that a copy of the complete application package was sent to the Chief Elected Official of Municipality (may be submitted after the application is submitted to MassHousing). **To be submitted under separate cover once we submit the electronic application to Masshousing. Attached is the cover letter that will be going to the Town.**

7.3 Copy of notice of application sent to DHCD. **Attached is the cover letter that will be sending to DHCD when we submit the electronic copy to the Masshousing.**

7.4 MassHousing Fees. **Funds will be sent directly to Masshousing per the instruction. A copy of the receipt as evidence that the ACH/Wire Transfer was processed and accepted by the bank will be provided under separate cover once the ACH/Wire Transfer is received by the applicants.**

7.5 Check made payable to Massachusetts Housing Partnership for Technical Assistance/Mediation Fee. **Attached is the copy of the check and cover letter to MHP.**

7.6 W-9 (Taxpayer Identification Number). **Attached - The Homes at Murphy's Farm - 82-3521389**

**Dean E. Harrison  
59 Lockwood Avenue  
Attleboro, MA, 02703  
(508) 813.1388**

January 9, 2023

Alison Genest, Chair  
Board of Selectmen  
Town of Dracut,  
62 Arlington St.  
Dracut, MA 01826

RE: Site Approval Application  
Murphy's Farm  
5 Poppy Lane, Dracut, MA 01826

Dear Ms. Genest:

O'brien Homes, Inc. is pleased to provide a copy of our application for a "Comprehensive Permit Site Approval Application" which was submitted to Masshousing.

In addition to the information submitted to you herewith, it is our intention to provide a presentation of our plans at future meetings with the Town of Dracut. The development will be consistent with the affordable housing needs of the Town.

The property is identified as Assessors Map 22-0-53 containing approximately 50. +/--acres. We are proposing 300 rental units of which 75 will be affordable for families at/or below 80% of AMI. The Sponsor had previously informally met with the Town regarding the proposal to develop the property with high quality rental units.

We look forward to meeting with the Town again to discuss this project and working with the Zoning Board of Appeals in successful conclusion and the issuance of a Comprehensive Permit which we believe will be an asset to the Town.

Very truly yours,

  
Dean E. Harrison  
Consultant for O'brien Homes, Inc.

Cc: Michael Busby, Masshousing  
Kevin O'brien, O'brien Homes, Inc.  
Donald F. Borenstein, Esq.

**Dean E. Harrison  
59 Lockwood Avenue  
Attleboro, MA, 02703  
(508) 813.1388**

January 9, 2023

Jennifer Maddox,  
Undersecretary,  
Department of Housing and Community Development  
100 Cambridge Street, Suite 300  
Boston, Massachusetts 02114

RE: Site Approval Application  
Murphy's Farm  
5 Poppy Lane, Dracut, MA 01826

Dear Ms. Maddox:

O'brien Homes, Inc. is pleased to provide a copy of our application for a "Comprehensive Permit Site Approval Application" which was submitted to Masshousing.

In addition to the information submitted to you herewith, it is our intention to provide a presentation of our plans at future meetings with the Town of Dracut. The development will be consistent with the affordable housing needs of the Town.

The property is identified as Assessors Map 22-0-53 containing approximately 50. +/--acres. We are proposing 300 rental units of which 75 will be affordable for families at/or below 80% of AMI. The Sponsor had previously informally met with the Town regarding the drproposal to develop the property with high quality rental units.

We look forward to working with Masshousing and the Town of Dracut in the issuance of a Comprehensive Permit for a development which we believe will be an asset to the Town.

Very truly yours,

  
Dean E. Harrison  
Consultant for Vineyard Point Ventures Inc.

Cc: Michael Busby, Masshousing  
Kevin O'brien O'brien Homes, Inc.  
Don Borstien, Esq.

## **MURPHY'S FARM ATTACHMENT 7**

**7.4 MassHousing Fees. Funds will be sent directly to Masshousing per the instruction. A copy of the receipt as evidence that the ACH/Wire Transfer was processed and accepted by the bank will be provided under separate cover once the ACH/Wire Transfer is received by the applicants.**

## 40B Technical Assistance Fee Coversheet

In accordance with a 2004 Interagency Agreement among 40B Subsidizing Agencies (MassHousing, MHP, DHCD and MassDevelopment) applicants for a Determination of Eligibility are required to contribute to the 40B Technical Assistance and Mediation Fund (40B TA program), administered by MHP. The 40B TA Program supports Zoning Boards of Appeals in their review of Comprehensive Permit Applications with the goal of helping developers and communities reach acceptable compromises relative to the development of affordable housing.

**Current standard 40B TA Fund Fee: Program Base Fee\* plus \$50 per unit**

*\*For questions about the fee structure for specific projects, please contact the Subsidizing Agency*

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Please complete the information below and submit with a check made out to Massachusetts Housing Partnership at the address below:

MHP Fund  
PO Box 845437  
Boston, MA 02284  
Attn: Emma McGurren

- Subsidizing Agency: MassHousing
- Project Applicant: \_\_\_\_\_
- Project Name: \_\_\_\_\_
- Municipality: \_\_\_\_\_
- Number of Units: \_\_\_\_\_
- Number of acres of site: \_\_\_\_\_
- Rental or Homeownership: \_\_\_\_\_
- 40B TA Amount (Base Fee + \$50/Unit) \_\_\_\_\_