



**Comprehensive Permit
Site Approval Application
Homeownership**

www.masshousing.com | www.masshousingrental.com



Comprehensive Permit Site Approval Application/Homeownership

Attached is the Massachusetts Housing Finance Agency (“MassHousing”) application form for Project Eligibility/Site Approval (“Site Approval”) under the state’s comprehensive permit statute (M.G.L. c. 40B, Sections 20-23 enacted as Chapter 774 of the Acts of 1969) known as “Chapter 40B”. Developers seeking a comprehensive permit to construct affordable housing under Chapter 40B and intending to use a MassHousing financing program or financing through the New England Fund (“NEF”) program must receive Site Approval from MassHousing. This approval (also referred to as “project eligibility approval”) is a required component of any comprehensive permit application to be submitted to the local Zoning Board of Appeals of the municipality in which the development is to be located .

As part of its review of your application, MassHousing will conduct an inspection of the site and will solicit comments from the relevant municipality. MassHousing will consider any relevant concerns that the municipality might have about the proposed project or the developer. The applicant is encouraged, therefore, to make contact with the municipality prior to submitting the Site Approval application in order to ensure that the applicant understands any concerns that the municipality may be likely to raise regarding the proposed development.

In order for a project to receive Site Approval , MassHousing must determine that (i) the applicant has sufficient legal control of the site, (ii) the applicant is a public agency, non-profit organization or limited dividend organization, and (iii) the applicant and the project are generally eligible under the requirements of the MassHousing program selected by the applicant, subject to final eligibility review and approval. Furthermore, MassHousing must determine that the site of the proposed project is generally appropriate for residential development (taking into consideration municipal actions previously taken to meet affordable housing needs) and that the conceptual project design is generally appropriate for the site. In order for MassHousing to be able to make these findings (required by 760 CMR 56.04 (4)), it is important that you answer all questions in the application and include all required attachments.

Please note that MassHousing requires that all applicants meet with a member of our Planning and Programs Department staff before submitting their application. Applications for any projects that have not been the subject of a required pre-application meeting will not be accepted or processed.

Upon completion of its analysis, MassHousing will either issue a Site Approval Letter that approves , conditionally approves or denies the application. If the application is approved, the applicant should apply to the Zoning Board of Appeals within two years from the date of the Site Approval Letter (unless MassHousing extends such term in writing).

Please note that Site Approval from MassHousing does not constitute a loan commitment by MassHousing or any other financing program. All potential MassHousing financing is subject to further review and underwriting by MassHousing’s Rental Lending Department.

Please be sure you have familiarized yourself with all of the applicable requirements set forth in the Chapter 40B regulations and guidelines, which can be found at

<https://www.mass.gov/doc/760-cmr-56-comprehensive-permit-low-or-moderate-income-housing/download>
www.mass.gov/hed/docs/dhcd/legal/comprehensivepermitguidelines.pdf.

Instructions for completing the Site Approval Application are included in the application form which is attached . The completed application form and all additional documentation should be sent, after your pre-application meeting has been held, to:

**Manager of Planning Programs
One Beacon Street, Boston, MA 02108**

We look forward to working with you on your proposed development. Please contact Jessica Malcolm at 617-854-1201 or jmalcolm@masshousing.com to discuss scheduling your pre-application meeting or if there is any assistance that we can provide in the meantime to make your application process a smooth and efficient one .

Our Commitment to You

MassHousing recognizes that applicants seek some measure of predictability regarding the timeframe for our processing of their applications. Our staff will endeavor to adhere to the following schedule for reviewing applications for site approval :

Within one week of receipt of your application (provided that you have attended a required pre-application meeting) a member of our staff will notify you of any of the items listed on the checklist at the end of the application form that were missing from your application package. Please note that our acknowledgement of receipt of an item does not indicate that any substantive review has yet taken place.

If your application package is missing any of the items indicated on the checklist by an asterisk, we will not be able to continue processing your application until such items are received.

If we have received the information which is crucial to the commencement of our review process, we will proceed to (i) give the municipality a period of thirty (30) days in which to submit comments relating to your proposal, (ii) schedule and conduct a site visit, and (iii) solicit bids for and commission and review an "as is" appraisal of your site.

If during our review of your application package we determine that additional information or clarification is needed, we will notify you as soon as possible. Depending on when we receive such additional information, this may affect the amount of time required for MassHousing to complete the site approval process.

Assuming that your application package was complete and that you respond in a timely manner to requests for additional information or clarification, we would expect to issue or deny your site approval within 90 days of our receipt of your application package.



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

Section 1: GENERAL INFORMATION

Name of Proposed Project: 0 Stark Ave.

Municipality: Wakefield

County: Middlesex

Address of Site: 0 Stark Ave.

Cross Street: Nahant St.

Zip Code: 01880

Tax Parcel I.D. Number(s): Map 33, Block 106, Lot W210A; Map 32, Block 47, Lot 26; and Map 32, Block 74, Lot W54A

Name of Proposed Development Entity Stark Village 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? Yes

State Formed: Massachusetts

Name of Applicant: Stark Village LLC

(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:

Scott Green is the Manager of the Applicant and Development Entity, Stark Village LLC. Scott Green is also the Manager of construction company, P&S Utilities & Site LLC, that will will building the project.

Primary Contact Information:

Contact Name: Scott Green

StateDesc

Relationship to Applicant:

Company Name: Stark Village LLC

Address: 9A Melvin St.

Municipality: Wakefield

State: Massachusetts

Zip: 01880

Phone:

Cell Phone: (781) 608-5555

Email: sg6085555@gmail.com

Secondary Contact Information:

Contact Name: Kristen Costa	Relationship to Applicant:	
Company Name: L.A. Associates, Inc.	40B Consultant	
Address: 11 Middlesex Ave., Suite 5		
Municipality: Wilmington	State: Massachusetts	Zip: 01887
Phone: 978-758-0197	Cell Phone: 978-758-0197	
Email: kriscosta@laassoc.com		

Additional Contact Information:

Contact Name:	Relationship to Applicant:	
Company Name:		
Address:		
Municipality:	State:	Zip:
Phone:	Cell Phone:	
Email:		

Anticipated Financing:

Name of Lender (If not MassHousing financed):

Age Restriction: None

Brief Project Description:

The proposal includes construction of an extension of Stark Avenue on an existing right-of-way to access the site, which includes one parcel on the right of the roadway and two parcels on the left. The parcel on the right will include 12 townhouse-style units; housed in four triplex buildings. The two parcels on the left of the roadway will include area for stormwater management for the roadway drainage.



<https://www.google.com/maps/place/0+Stark+Ave,+Wakefield,+MA+01880/@42.4964495,-71.0673476,17z/data=!3m1!1e3!1s0x89e373300f5459bf0xe7a2f462327da3b018m2!3d42.4964455!...>

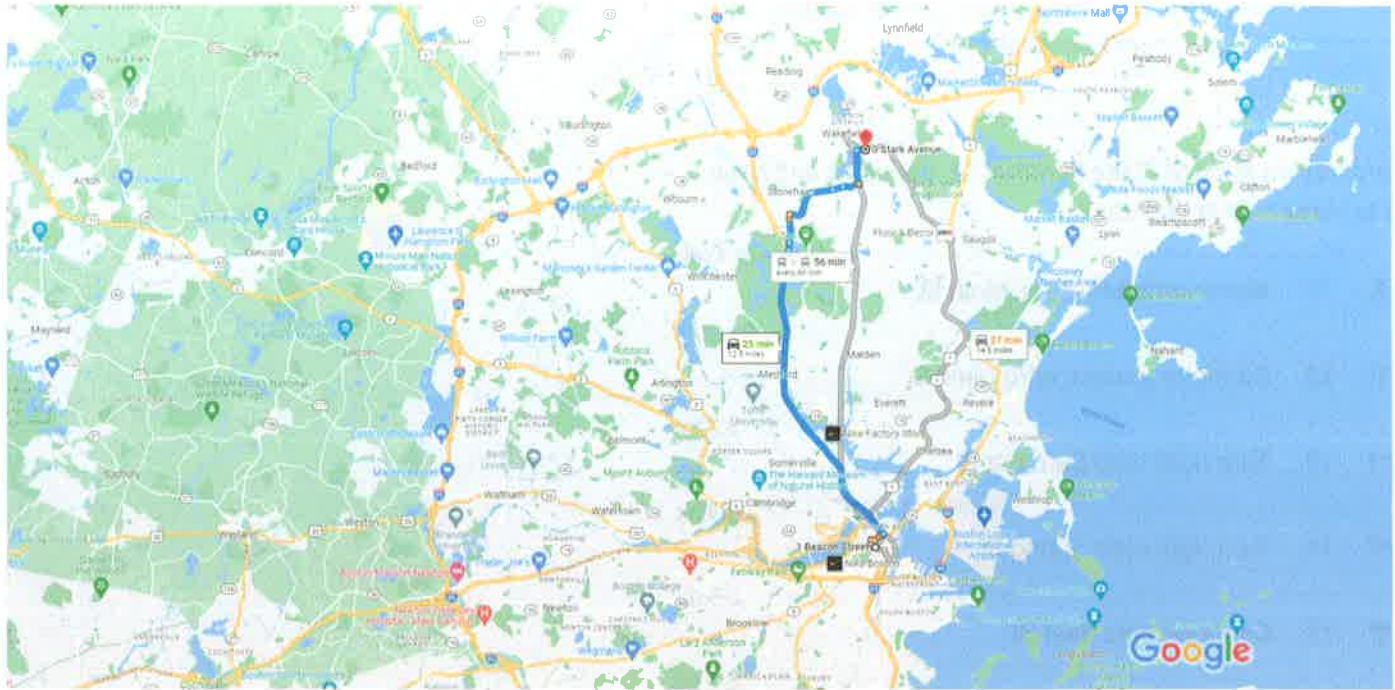


<p>Property Information</p> <p>Property ID 33-106-W210A Location 0 STARK AVE Owner DEBERARDINIS JAMES M</p>	<div data-bbox="708 1473 823 1588"></div> <p>MAP FOR REFERENCE ONLY NOT A LEGAL DOCUMENT</p> <p>Town of Wakefield, MA makes no claims and no warranties, expressed or implied, concerning the validity or accuracy of the GIS data presented on this map.</p> <p>Geometry updated 07/13/2022 Data updated December 29th, 2021</p>	<p>Print map scale is approximate. Critical layout or measurement activities should not be done using this resource.</p>
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1 Beacon St, Boston, MA 02108 to 0 Stark Ave,
Wakefield, MA 01880

Drive 12.5 miles, 25 min



Map data ©2023 Google 2 mi

1 Beacon St
Boston, MA 02108

Take I-93 N to MA-28 N/Main St in Stoneham. Take exit 25
from I-93 N

- 14 min (8.4 mi)
- ↑

1. Head west on Beacon St toward Tremont Pl

210 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

213 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 onto Cross St

10 ft

Application for Chapter 40B Project Eligibility / Site Approval
for MassHousing-Financed and New England Fund (“NEF”) Homeownership 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)
Total Site Area:	1.47
Wetland Area (per MA DEP):	0.36
Flood Hazard Area (per FEMA):	0.00
Endangered Species Habitat (per MESA):	0.00
Conservation / Article 97 Land:	0.00
Protected Agricultural Land (i.e. EO 193):	0.00
Other Non-Buildable:	0.00
Total Non-Buildable Area:	0.36
Total Buildable Area:	1.11

Current use of the site and prior use if known:

Private undisturbed land. Prior uses unknown.

Is the site located entirely within one municipality? Yes

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

How much land is in each municipality?

Additional Site Addresses:

Current zoning classification and principal permitted uses:

Single Residence (SR)

Previous Development Efforts

Please list any previous applications pertaining to construction on or development of the site, including (i) type of application (comprehensive permit, subdivision, special permit, etc.); (ii) application filing date; (iii) date of denial, approval or withdrawal. Also indicate the current Applicant's role, if any, in the previous applications.

Note that, pursuant to 760 CMR 56.03 (1), a decision of a Zoning Board of Appeals to deny a Comprehensive Permit, or (if the Statutory Minima defined at 760 CMR 56.03 (3) (b or c) have been satisfied) grant a Comprehensive Permit with conditions, shall be upheld if a related application has previously been received, as set forth in 760 CMR 56.03 (7).

None

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:

Existing Utilities and Infrastructure	Yes/No	Description
Wastewater- private wastewater treatment	No	
Wastewater - public sewer	Yes	Existing municipal sewer available.
Storm Sewer	No	
Water-public water	Yes	Existing municipal water available.
Water-private well	No	
Natural Gas	No	
Electricity	Yes	Existing power available to the site.
Roadway Access to Site	Yes	Site abuts a paved section of Stark Ave
Sidewalk Access to Site	No	
Other	No	

Describe Surrounding Land Uses:

Single family and two family residential structures.

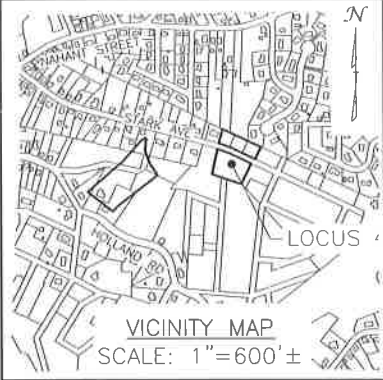
Surrounding Land Use/Amenities	Distance from Site	Available by Public Transportation?
Shopping Facillties	0.05	Yes
Schools	0.05	Yes
Government Offices	0.75	Yes
Multi-Family Housing	0.25	Yes
Public Safety Facilities	0.75	Yes
Office/Industrial Uses	0.05	Yes
Conservation Land	0.01	N/A
Recreational Facillties	0.05	Yes
Houses of Worship	0.05	N/A
Other	0.00	N/A

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

There is a bus station within 1/3 of a mile from the site and a train station within 2/3 of a mile.

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?	Yes
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



- LEGEND**
- BB BITUMINOUS BERM
 - CB CATCH BASIN
 - DMH DRAIN MANHOLE
 - EP EDGE OF PAVEMENT
 - IP IRON PIPE
 - LC LAND COURT
 - N/F NOW OR FORMERLY
 - SB STONE BOUND
 - SMH SEWER MANHOLE
 - S.F. SQUARE FOOT
 - VGC VERTICAL GRANITE CURB
 - WG WATER GATE

FLOOD NOTE:
THE SUBJECT PROPERTY IS LOCATED IN A ZONE X: AREA OF MINIMAL FLOOD HAZARD ABOVE THE 500-YEAR FLOOD LEVEL AS ILLUSTRATED ON THE FLOOD INSURANCE RATE MAP COMMUNITY PANEL NO. 25017C043IE, WHICH HAS AN EFFECTIVE DATE OF JUNE 4, 2010.

TOPOGRAPHIC PLAN OF LAND IN WAKEFIELD, MA

STARK AVENUE

DATE: MARCH 11, 2021
SCALE: 1" = 20'



CURRENT OWNER OF RECORD:
XXXX
XXXX
XXXX
ASSESSORS MAP XX BLOCK XX PARCEL XXX
DEED BOOK XXXX PAGE XXX

ZONE: SINGLE RESIDENCE (SR)	
MIN. LOT FRONTAGE	100 FT
LOT WIDTH	100 FT
MIN. LOT AREA	12,000 S.F.
FRONT YARD	20 FT
SIDE YARD	15 FT
REAR YARD	25 FT
MAX. BUILDING HEIGHT	35 FT
MAX. BUILDING COVERAGE	30%
MIN. OPEN AREA	40%

PLAN NOTES:
1. ELEVATION DATUM BASED ON NGVD88

- PLAN REFERENCE(S):**
1. LAND COURT CASE 22701A
 2. LAND COURT CASE 37300A
 3. PLAN BOOK 303 PLAN 34 (B-3)
 4. PLAN BOOK 1954 PLAN 1946
 5. PLAN BOOK 1958 PLAN 80
 6. PLAN BOOK 1983 PLAN 168
 7. PLAN BOOK 1996 PLAN 956
 8. 1958 TAKING FOR STARK AVENUE

*DEED AND PLAN REFERENCES ARE AS RECORDED AT THE MIDDLESEX REGISTRY OF DEEDS, SOUTHERN DISTRICT UNLESS OTHERWISE NOTED.

I HEREBY CERTIFY THAT THIS PLAN IS THE RESULT OF AN ACTUAL ON-THE-GROUND INSTRUMENT SURVEY PERFORMED BY WILLIAMS & SPARAGES LLC.

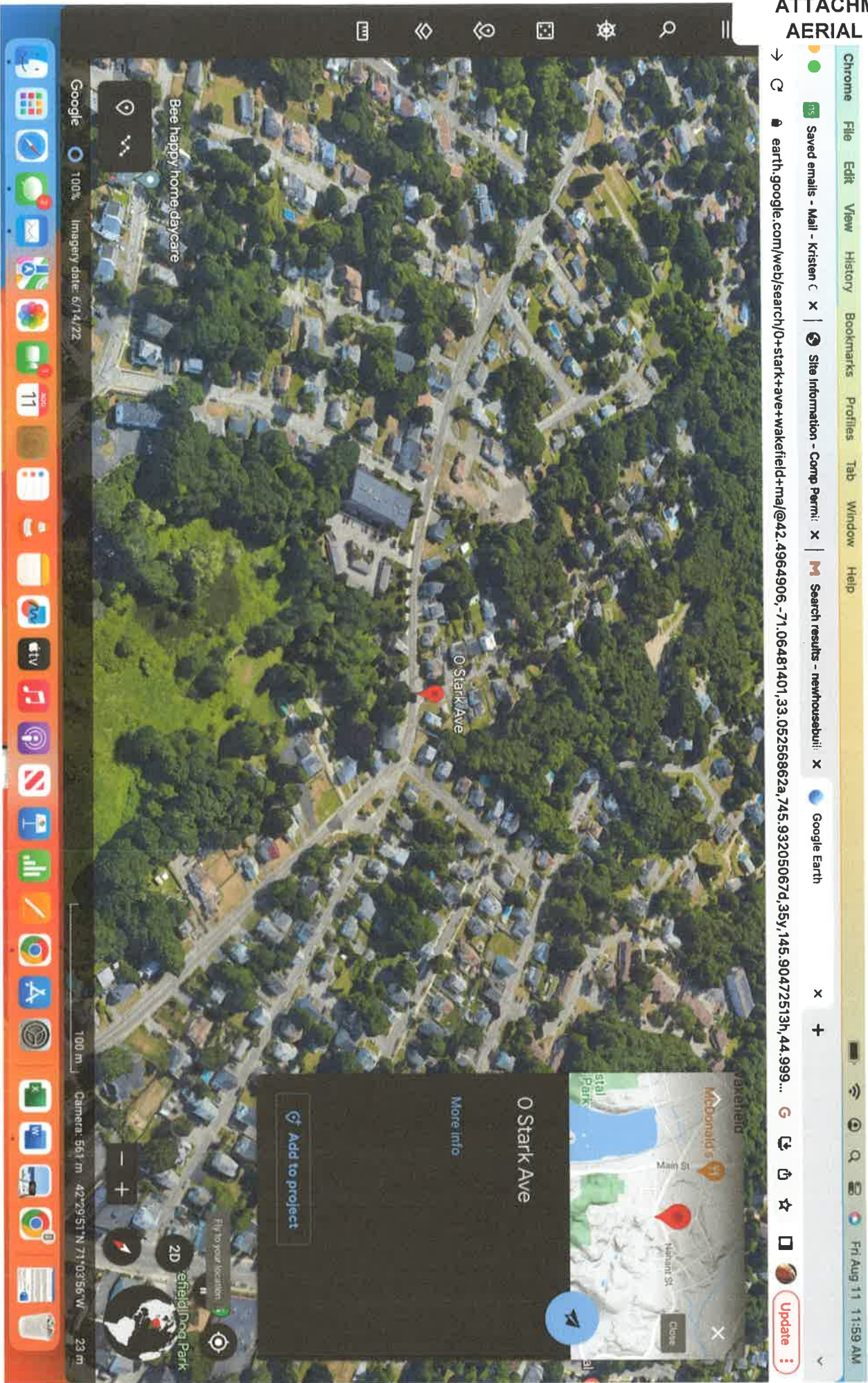
DRAFT

PHILLIP YETMAN, P.L.S.
MASSACHUSETTS PROFESSIONAL LAND
SURVEYOR LICENSE #51910

DATE

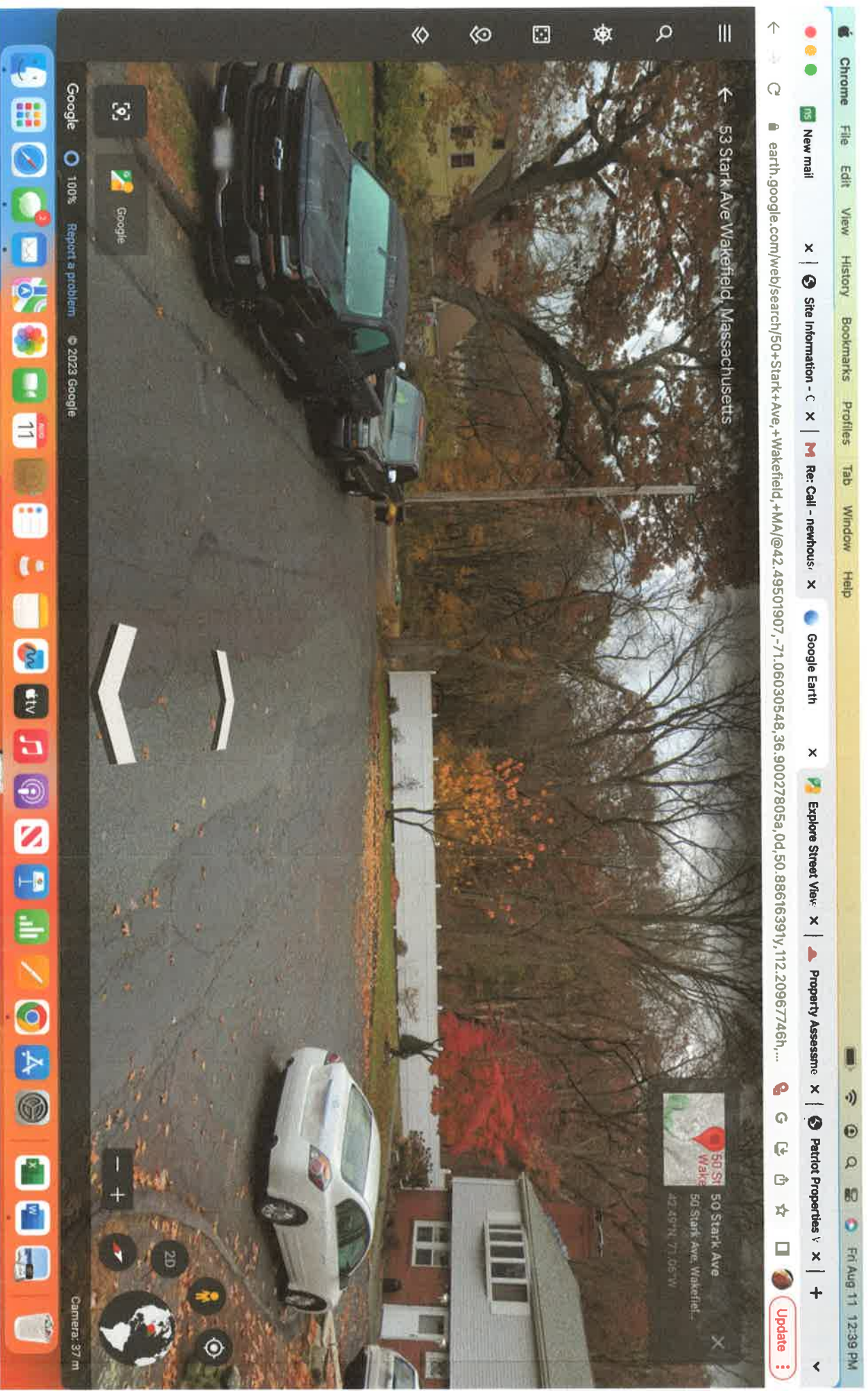
JOB NO. WAKE-0073
DRAWING: TP-stark ave.dwg

ATTACHMENT 2.2
AERIAL PHOTO



ATTACHMENT 2.3
CONTEXT PHOTOS





A horizontal graphic scale bar with four segments. Above the bar, the values 0', 10', 20', and 40' are marked. The bar is divided into four equal segments by three vertical tick marks.



ZONE: SINGLE RESIDENCE (SR)	
MIN. LOT FRONTAGE	100 FT
LOT WIDTH	100 FT
MIN. LOT AREA	12,000 S.F.
FRONT YARD	20 FT
SIDE YARD	15 FT
REAR YARD	25 FT
MAX. BUILDING HEIGHT	35 FT
MAX. BUILDING COVERAGE	30%
MIN. OPEN AREA	40%

N/F
JAMES DECAMILLISM JR. TRUSTEE
STARK AVE
LOTS 146-150, 201-208 PB303 PL34
ASSESSORS MAP 32 BLOCK 105 LOT W201A
39954/22

TOWN OF WAKEFIELD
ABERDEEN ROAD
ASSESSORS MAP 21 BLOCK 51 LOT 317A
7861/190

TOWN OF WAKEFIELD
O STARK AVE
LOT 26
PLAN 46 OF 1987
(INCLUDES LOT 1 LCC 37300A)
ASSESSORS MAP 33 BLOCK 107 LOT W223A+
1539/190
1250/47

1. LAND COURT CASE 22701A
2. LAND COURT CASE 37300A
3. PLAN BOOK 303 PLAN 34 (B-3)
4. PLAN BOOK 1954 PLAN 1946
5. PLAN BOOK 1958 PLAN 80
6. PLAN BOOK 1983 PLAN 468
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8. 1958 TAKING FOR STARK AVENUE

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NOTED.

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

Total Dwelling Units:	12	Total Number of Affordable Units:	3
Number of Market Units:	9	Number of AMI 50% Affordable Units:	0
		Number of AMI 80% Affordable Units:	3

Unit Information:

Unit Type	Bedrooms	Baths	# Of Units	Unit Sq. Ft.	Sales Price	Condo/HO Fee
Affordable Unit - Below 80%	3 Bedroom	2.5 Bat	3	1,960	\$300,500	\$150
Market	3 Bedroom	2.5 Bat	9	1,960	\$835,000	\$300

Approach to calculating any additional fees relating to Condominium Association or Homeowners Association:

The condo fees were calculated based on annual cost of association budget items: master insurance, snow removal, trash pick-up, drainage maintenance and roadway/parking maintenance.

Percentage of Units with 3 or More Bedrooms: 100

* 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:	0	Market Rate:	0	Affordable:	0
Gross Density (units per acre):	8.1633	Net Density (units per buildableacre):	10.8108		

Building Information

Building Type	Building Style	Construction Type	Stories	Height	GFA	Number Bldg
Residential	Townhouse	Construction	3	35	1,960	12

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:24

Ratio of Parking Spaces to Housing Units: 2

Lot Coverage

Buildings:18%

Parking and Paved Areas:17%

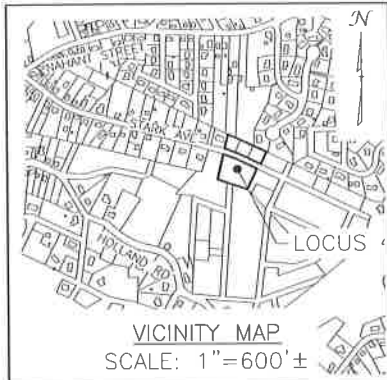
Usable Open Space:31%

Unusable Open Space:34%

Lot Coverage:35%

Does project fit definition of “Large Project” (as defined in 760 CMR 56.03 (6))?

No



LEGEND

- BB BITUMINOUS BERM
- CB CATCH BASIN
- CCB CAPE COD BERM
- C.F. CELLAR FLOOR
- DH DRILL HOLE
- DMH DRAIN MANHOLE
- EP EDGE OF PAVEMENT
- F.F. FIRST FLOOR
- IP IRON PIPE
- N/F NOW OR FORMERLY
- SB STONE BOUND
- SMH SEWER MANHOLE
- S.F. SQUARE FOOT
- SWMA STORM WATER MANAGEMENT AREA
- T.F. TOP OF FOUNDATION
- WG WATER GATE

FLOOD NOTE:

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CONCEPTUAL PLAN IN WAKEFIELD, MA STARK AVENUE

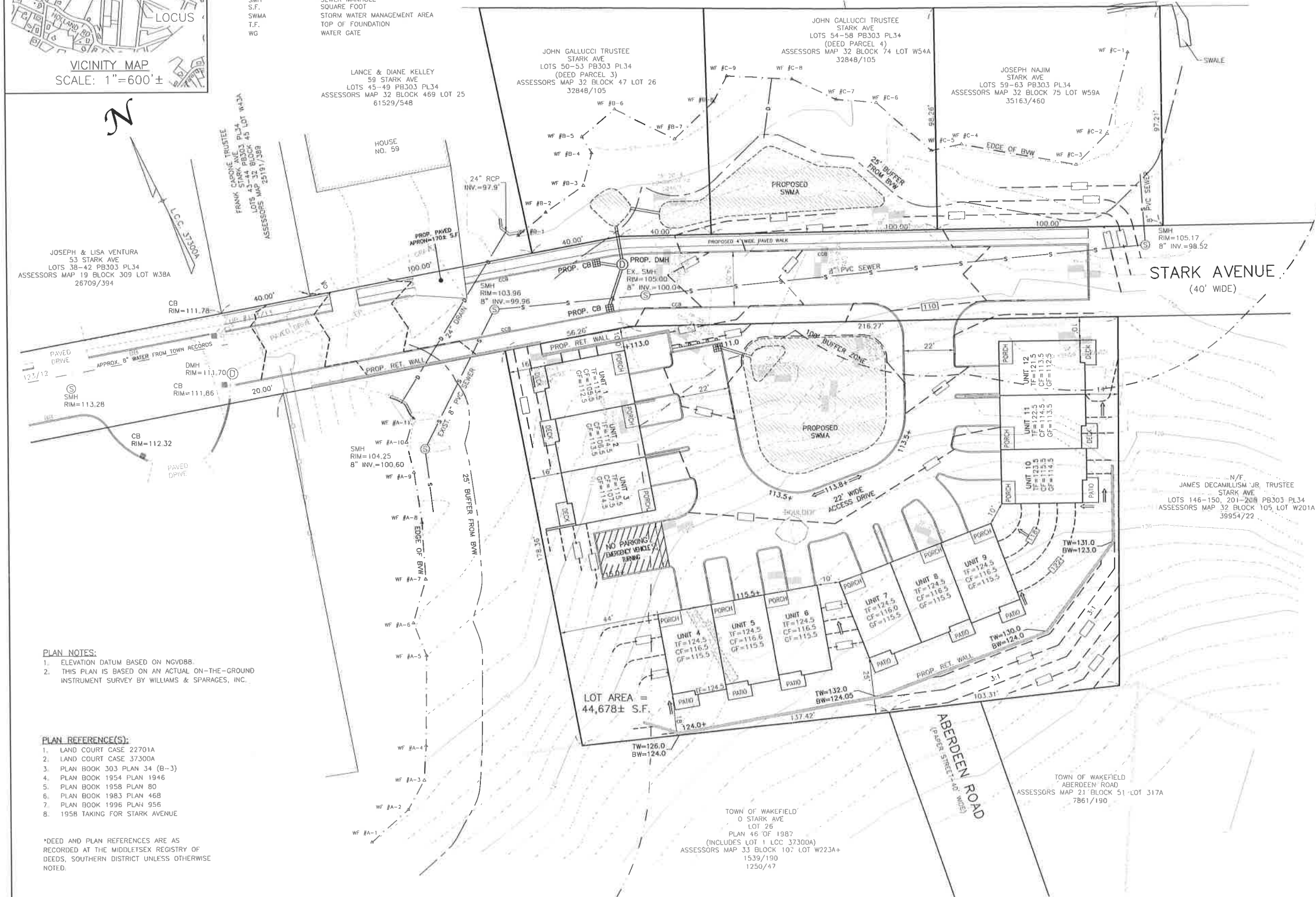
DATE: JUNE 13, 2023
SCALE: 1" = 20'



N/F
JAMES DEBERARDINS
STARK AVE
ASSESSORS MAP 33 BLOCK 106 LOT W210A
45332/62
LOTS 210-222 PB303 PL34

ZONE: SINGLE RESIDENCE (SR)

MIN. LOT FRONTAGE	100 FT
LOT WIDTH	100 FT
MIN. LOT AREA	12,000 S.F.
FRONT YARD	20 FT
SIDE YARD	15 FT
REAR YARD	25 FT
MAX. BUILDING HEIGHT	35 FT
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TARK AVENUE, WAKEFIELD, MA

23

phoenix
PLANNING & DESIGN



TOTAL UNIT COUNT

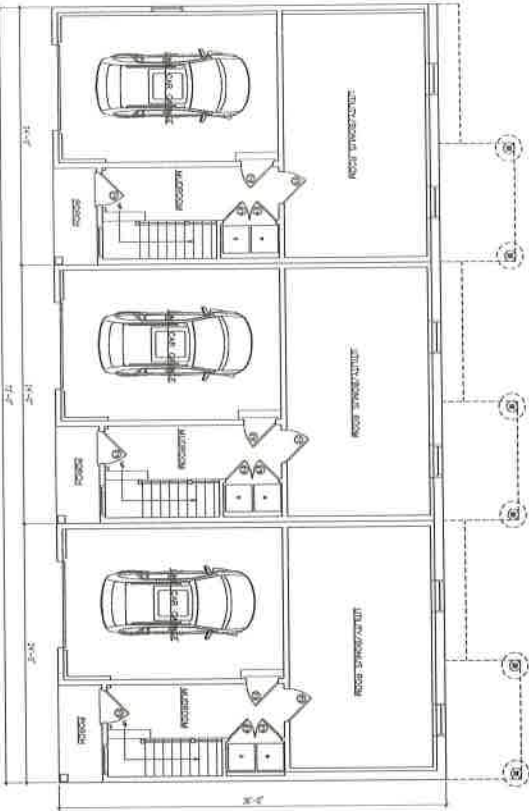
4 BUILDINGS (3 UNITS PER BUILDING) - 12 UNITS TOTAL
EACH UNIT - 3 BEDROOM, 2.5 BATH, +/- 1,960 FINISHED SQ. FT.

PROPOSED STREET GRAPHIC



STARK AVENUE, WAKEFIELD, MA

8.16.23



PROPOSED GROUND LEVEL PLAN
Scale: 3/16" = 1'-0"

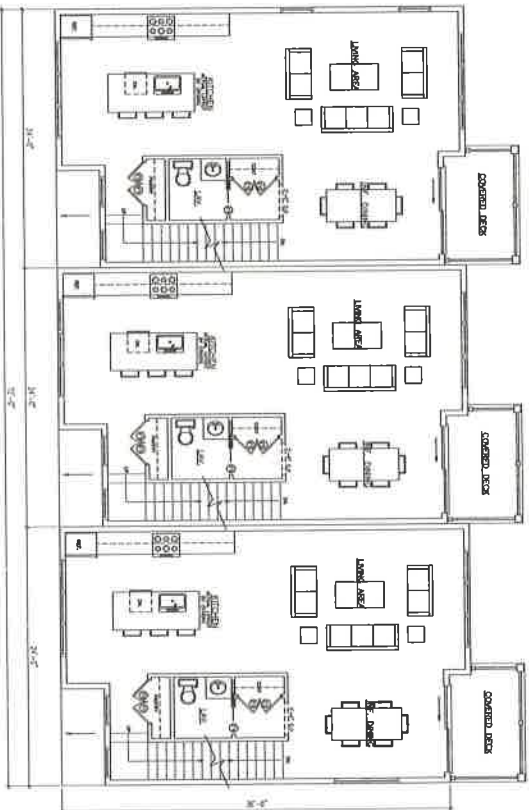
TOTAL - 3 UNITS

GROUND LEVEL - 450 FINISHED SQ. FT.

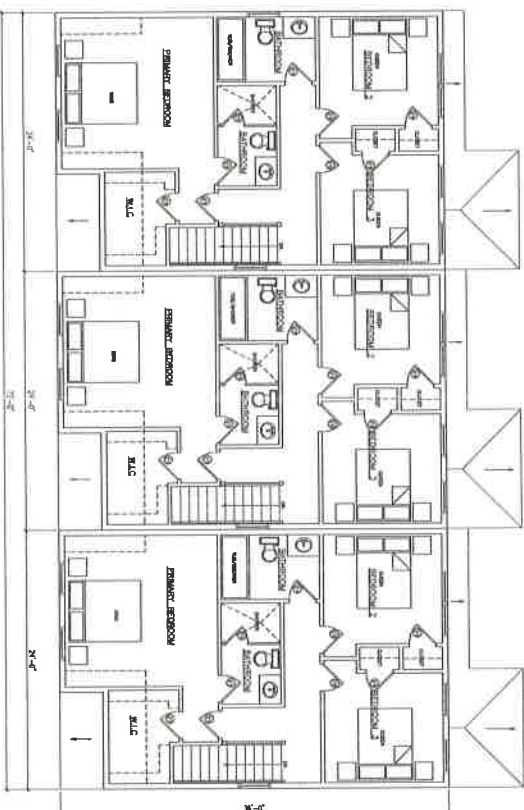
FIRST FLOOR - 795 FINISHED SQ. FT.

SECOND FLOOR - 715 FINISHED SQ. FT.

TOTAL SQ. FT. - +/- 1,960 PER UNIT



PROPOSED FIRST FLOOR PLAN
Scale: 3/16" = 1'-0"



PROPOSED SECOND FLOOR PLAN
Scale: 3/16" = 1'-0"

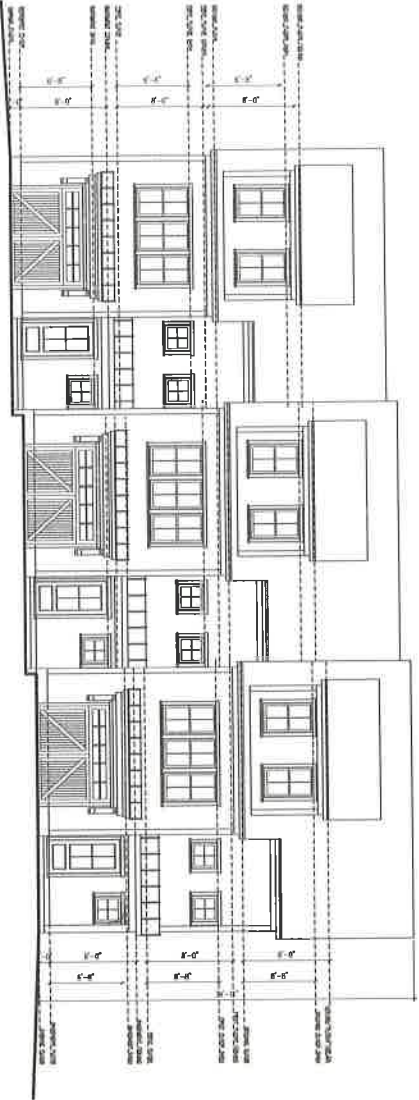
phoenix
ARCHITECTS



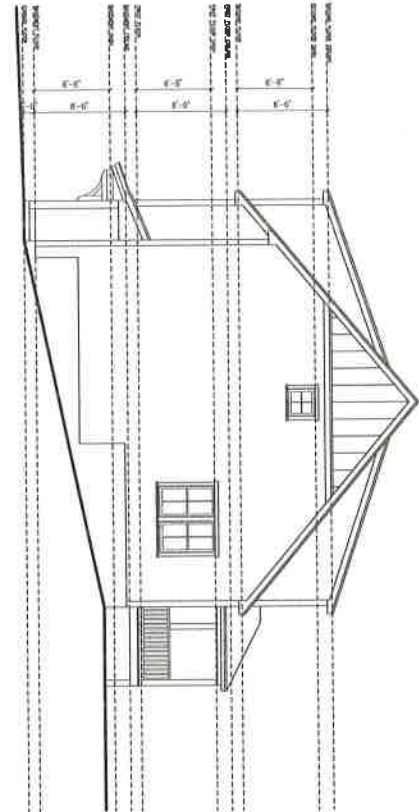
STARK AVENUE, WAKEFIELD, MA



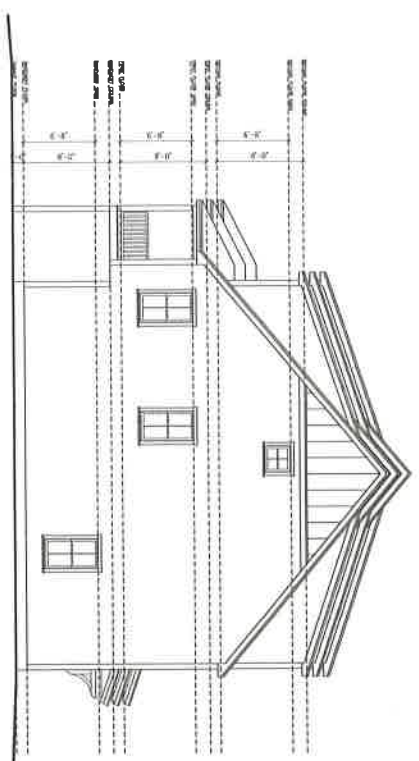
8.16.23



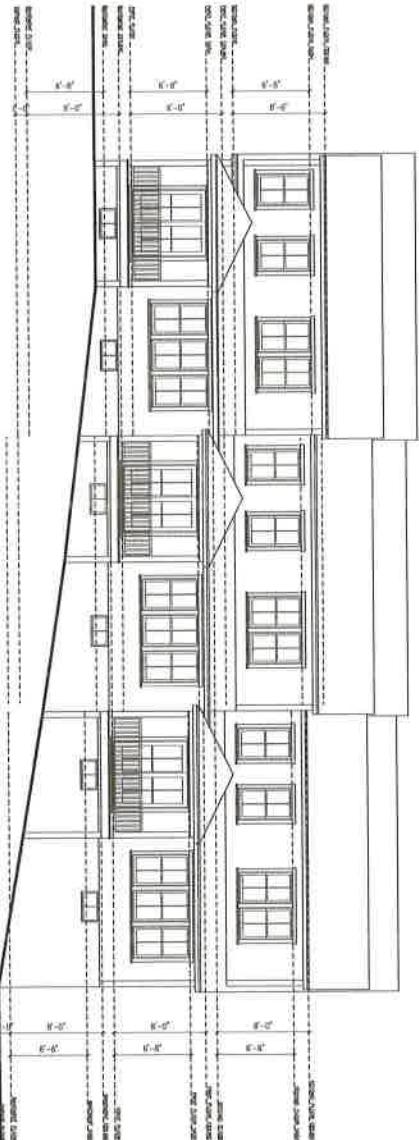
PROPOSED FRONT ELEVATION
Scale: 3/16" = 1'-0"



PROPOSED RIGHT ELEVATION
Scale: 3/16" = 1'-0"



PROPOSED LEFT ELEVATION
Scale: 3/16" = 1'-0"



PROPOSED REAR ELEVATION
Scale: 3/16" = 1'-0"

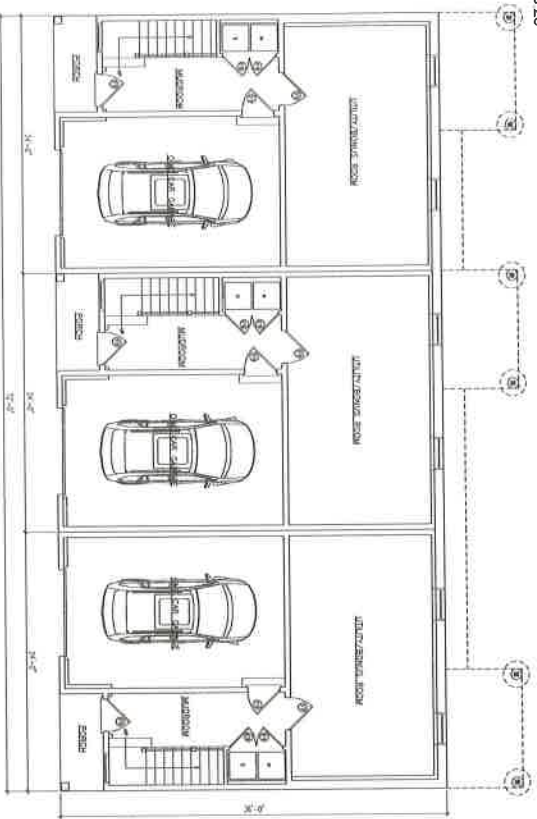
PROPOSED BUILDING A ELEVATIONS

Scale: 3/16" = 1'-0"



STARK AVENUE, WAKEFIELD, MA

8.16.23



PROPOSED GROUND LEVEL PLAN
Scale: 3/16" = 1'-0"

TOTAL - 3 UNITS

GROUND LEVEL - 450 FINISHED SQ. FT.

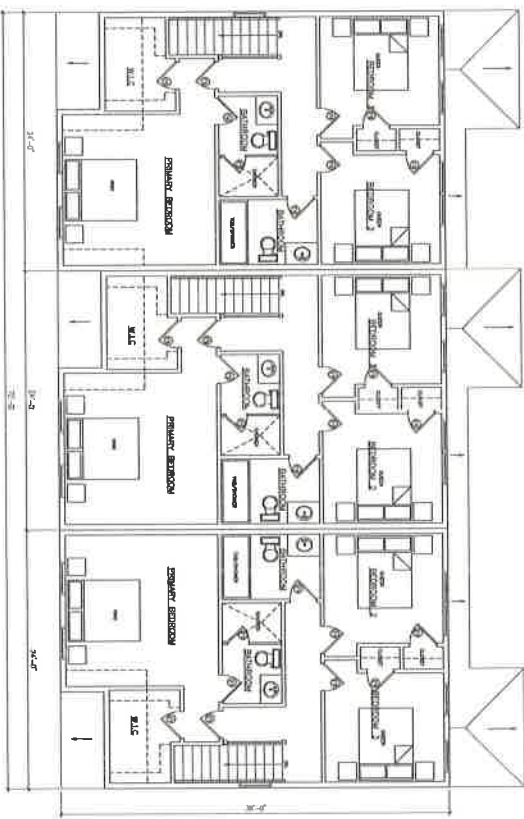
FIRST FLOOR - 795 FINISHED SQ. FT.

SECOND FLOOR - 715 FINISHED SQ. FT.

TOTAL SQ FT. - +/- 1,960 PER UNIT



PROPOSED FIRST FLOOR PLAN
Scale: 3/16" = 1'-0"



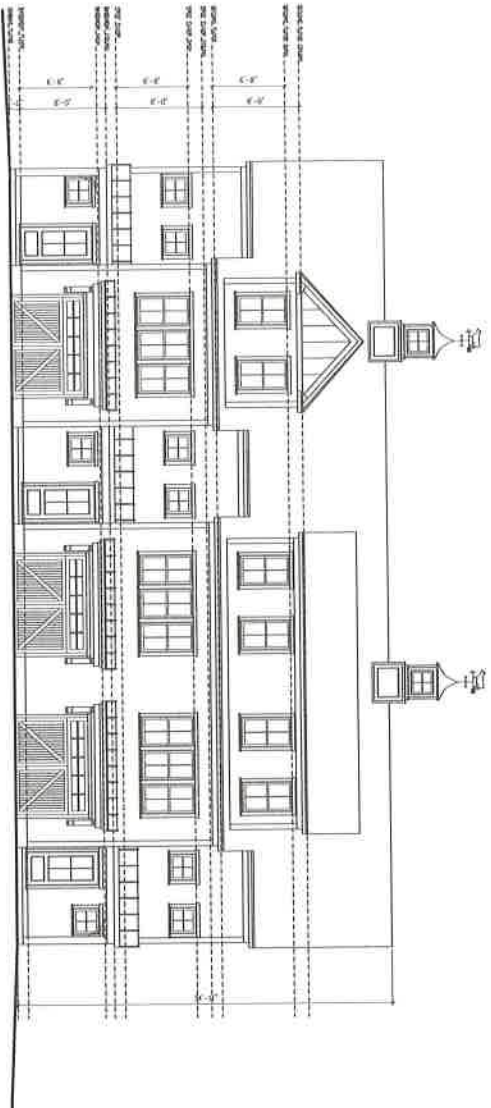
PROPOSED SECOND FLOOR PLAN
Scale: 3/16" = 1'-0"

phoenix
ARCHITECTS



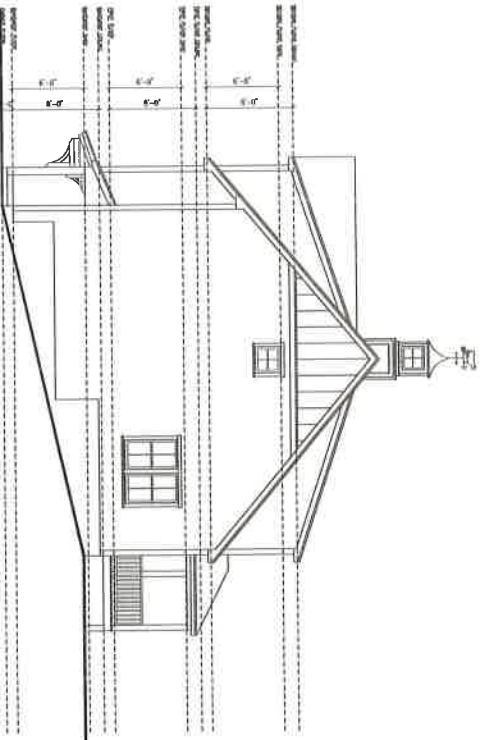
STARK AVENUE, WAKEFIELD, MA

8/16/23



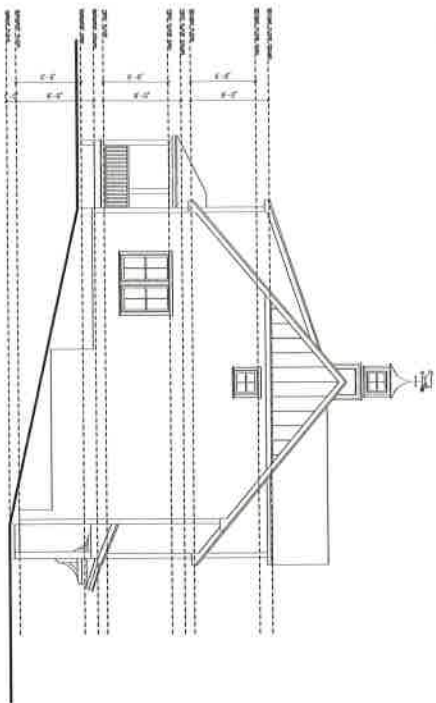
PROPOSED FRONT ELEVATION

Scale: 3/16" = 1'-0"



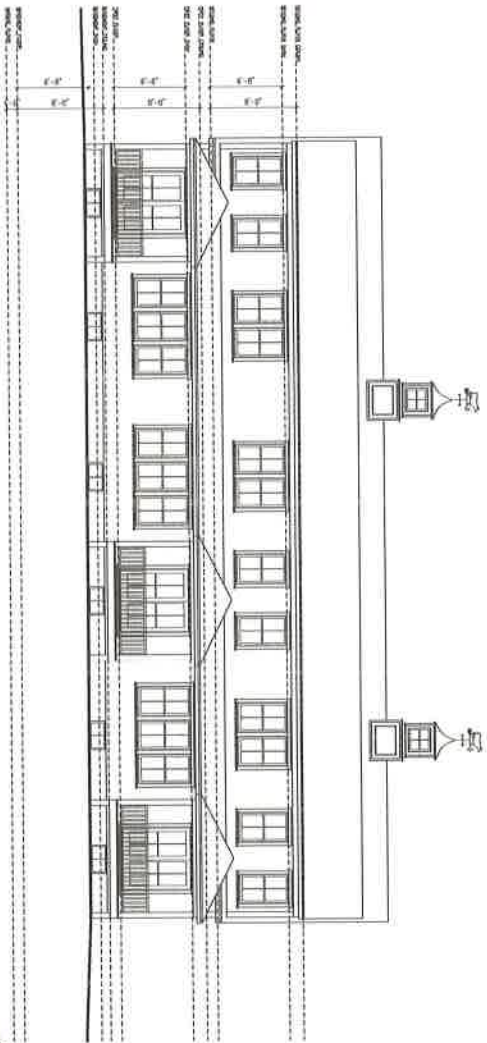
PROPOSED RIGHT ELEVATION

Scale: 3/16" = 1'-0"



PROPOSED LEFT ELEVATION

Scale: 3/16" = 1'-0"



PROPOSED REAR ELEVATION

Scale: 3/16" = 1'-0"

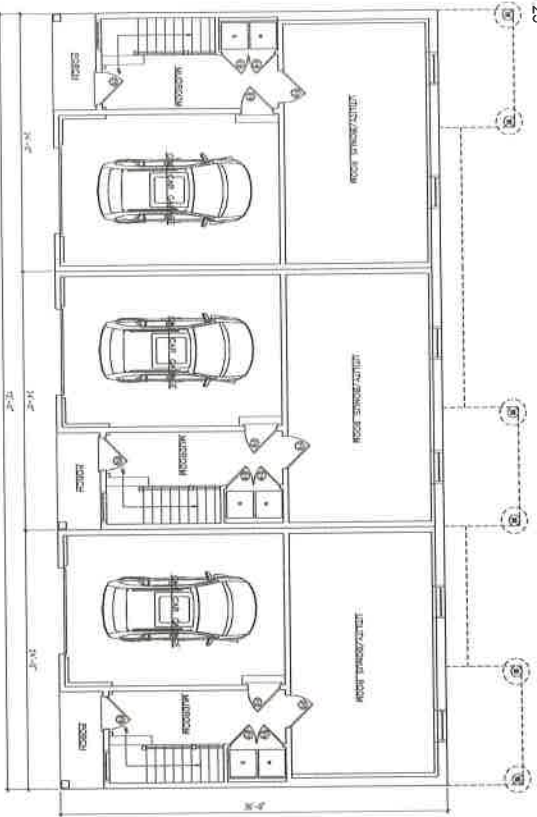
PROPOSED BUILDING B ELEVATIONS

Scale: 3/16" = 1'-0"



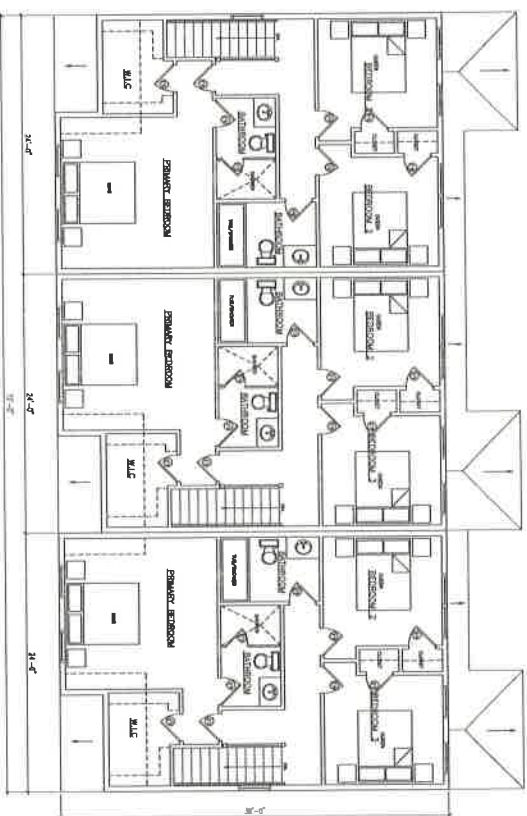
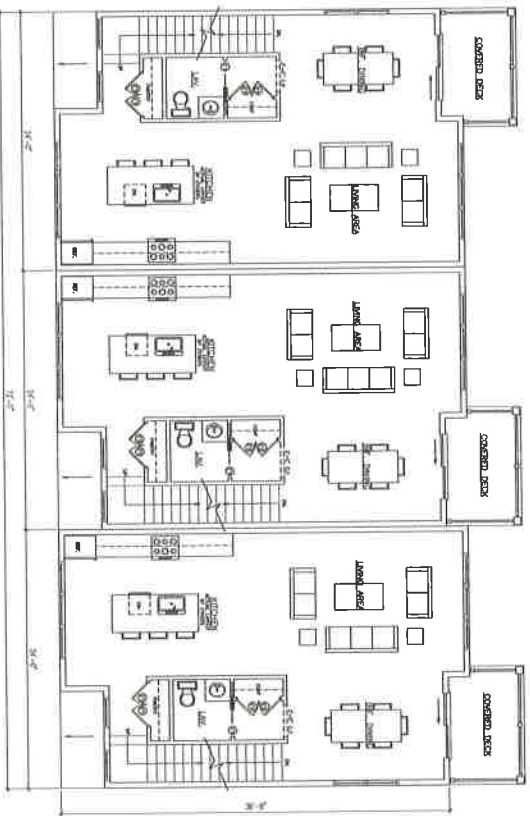
STARK AVENUE, WAKEFIELD, MA

8.16.23



TOTAL - 3 UNITS

GROUND LEVEL - 450 FINISHED SQ. FT.
FIRST FLOOR - 795 FINISHED SQ. FT.
SECOND FLOOR - 715 FINISHED SQ. FT.
TOTAL SQ FT. - +/- 1,960 PER UNIT



phoenix
BUILDERS

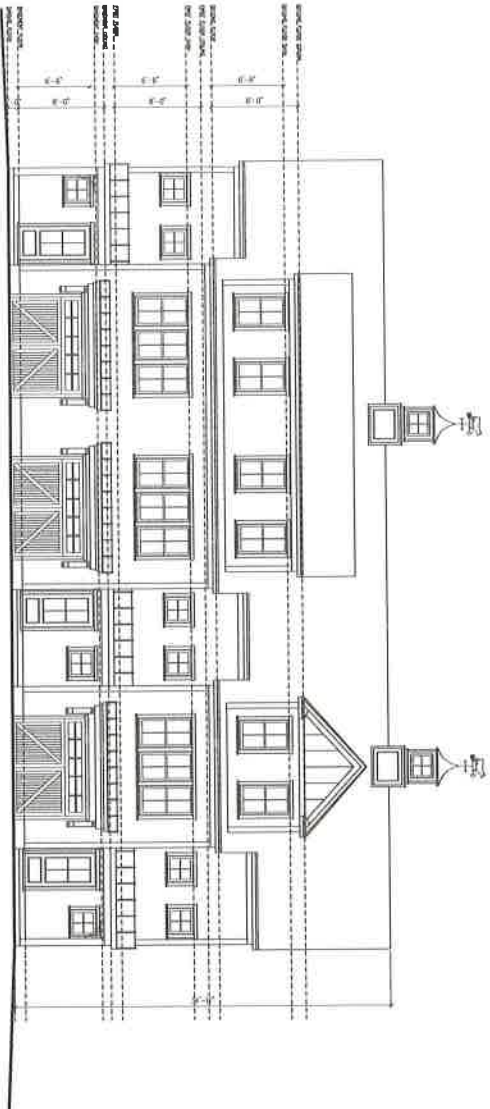
PROPOSED BUILDING C FLOOR PLANS

Scale: 3/16" = 1'-0"

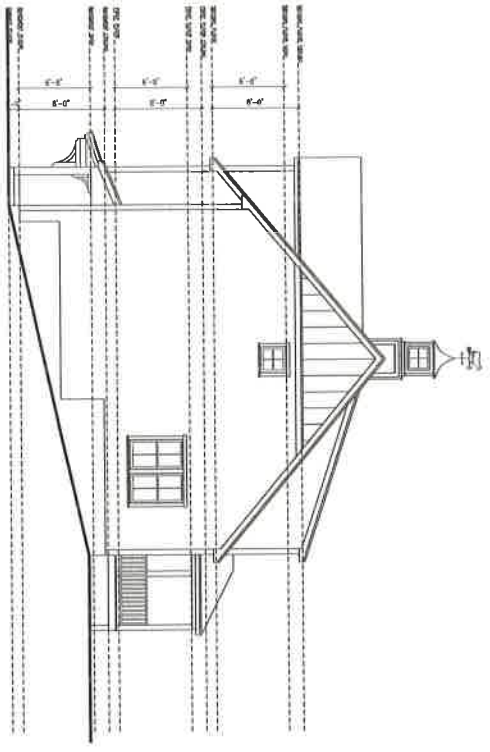


STARK AVENUE, WAKEFIELD, MA

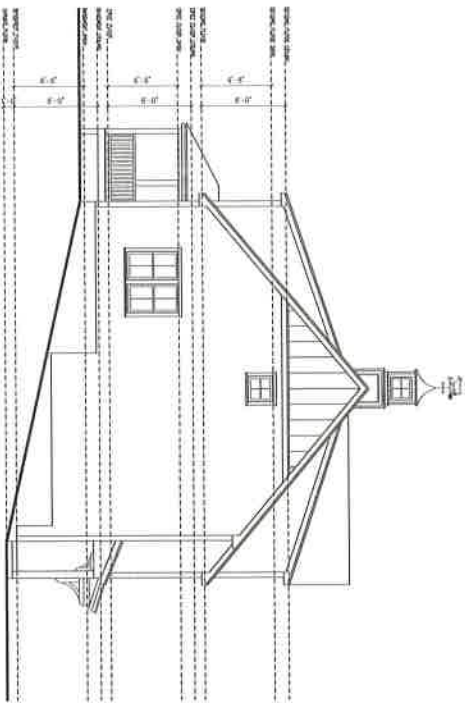
8.16.23



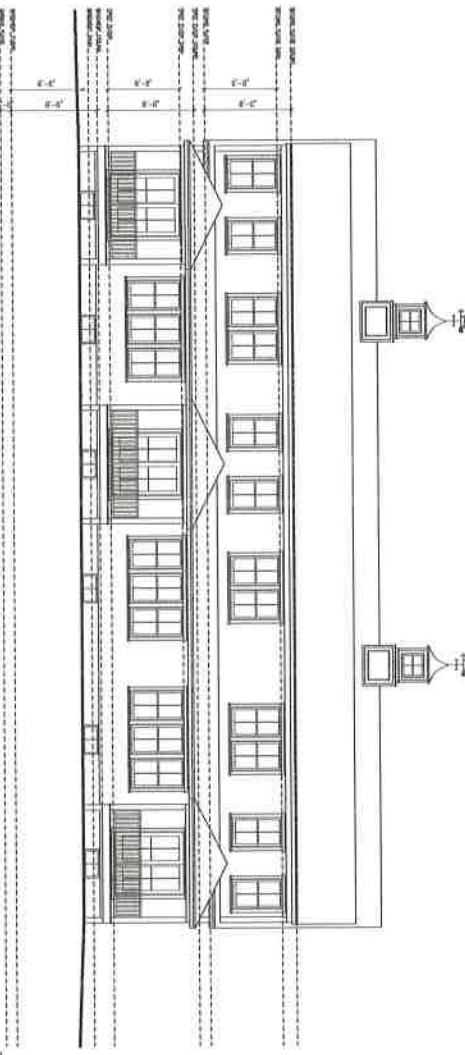
PROPOSED FRONT ELEVATION
Scale: 3/16" = 1'-0"



PROPOSED RIGHT ELEVATION
Scale: 3/16" = 1'-0"



PROPOSED LEFT ELEVATION
Scale: 3/16" = 1'-0"



PROPOSED REAR ELEVATION
Scale: 3/16" = 1'-0"

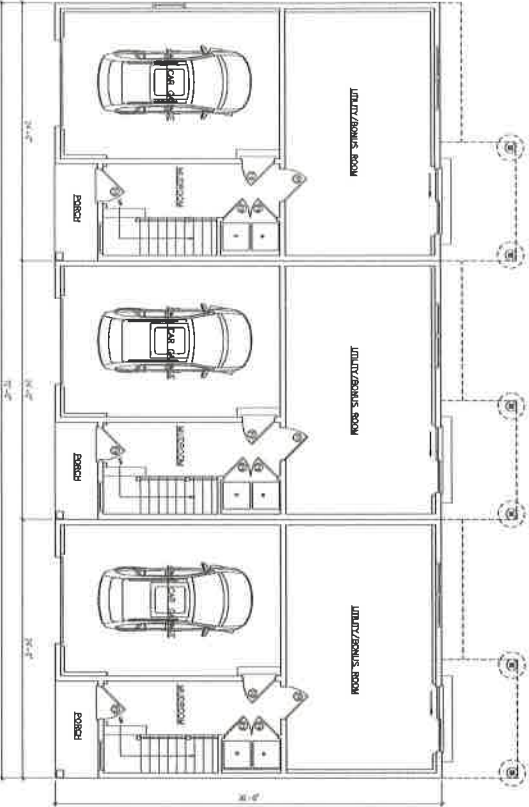
PROPOSED BUILDING C ELEVATIONS

Scale: 3/16" = 1'-0"



STARK AVENUE, WAKEFIELD, MA

8.16.23



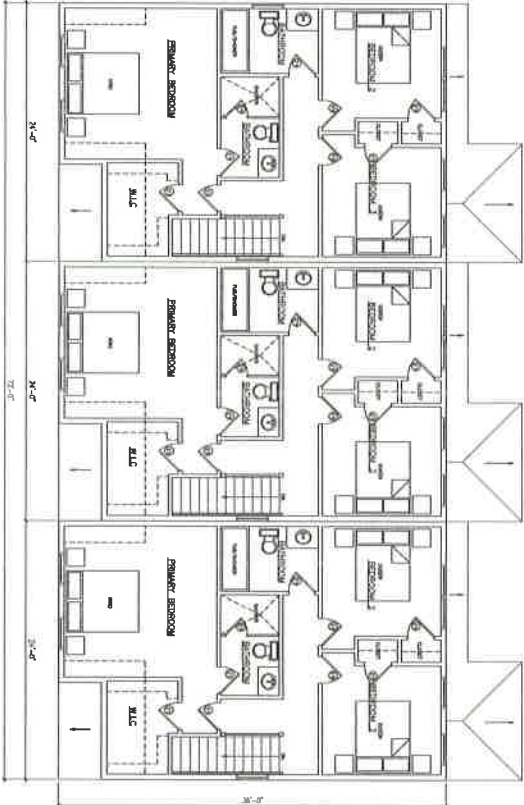
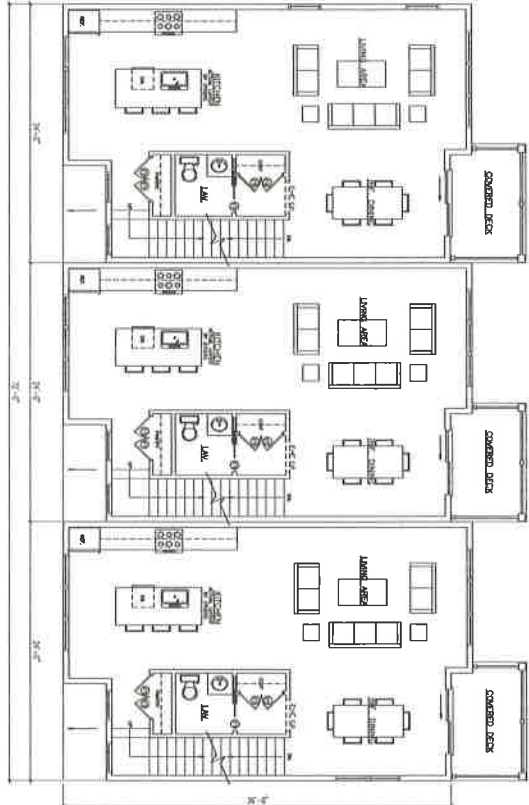
TOTAL - 3 UNITS

GROUND LEVEL - 450 FINISHED SQ. FT.

FIRST FLOOR - 795 FINISHED SQ. FT.

SECOND FLOOR - 715 FINISHED SQ. FT.

TOTAL SQ FT. - +/- 1,960 PER UNIT



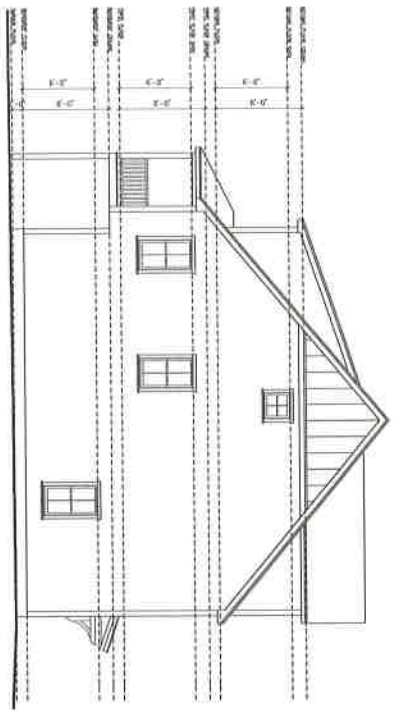
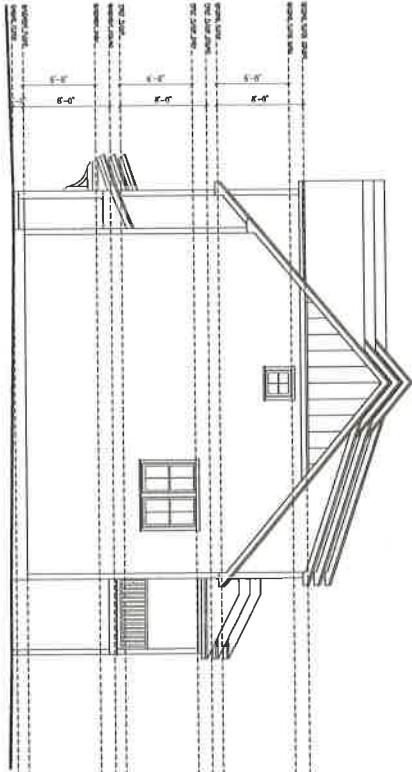
STARK AVENUE, WAKEFIELD, MA

8.16.23



PROPOSED FRONT ELEVATION

PROPOSED DIGIT ELEVATION



PROPOSED LEFT ELEVATION



PROPOSED REAR ELEVATION

PROPOSED BUILDING D ELEVATIONS

Scale: 3/16" = 1'-0"



STARK AVENUE, WAKEFIELD, MA

8/16/23



42" WEATHERVANE FACTORY
CAMBRIDGE PVC CUPOLA

TIMBERLINE PEWTER GRAY
HDZ ARCHITECTURAL SHINGLES

MATHEWS BROTHERS SANFORD HILLS
DUAL PANE DOUBLE HUNG WINDOW

LOUISIANA-PACIFIC (LP) - DESERT
STONE SMOOTH 5" LAP SIDING

LOUISIANA-PACIFIC (LP) - WHITE
SMOOTH TRIM BOARDS

EKENA MILLWORK 4"x24"x24" STANDARD
THORTON ARCHITECTURAL WESTERN
RED CEDAR BRACKET



**0 Stark Ave., Wakefield
Proposed Homeownership Development
Design Approach**

The overall property contains 1.47 acres of land, including .36 acres of wetlands, located in the Single Residence zoning district. The site includes 3 vacant parcels at the end of an existing residential neighborhood of single-family homes. Two parcels are on the left side of the right-of-way and one parcel is on the right. The project proposes construction of an extension of Stark Avenue to access the site and construction of 4 triplex buildings, totaling 12 townhouse-style units, on the parcel to the right. The two parcels on the left of the roadway will provide area for a stormwater system to manage drainage from the site and roadway.

The 12 homeownership units include 3 bedrooms, 2.5 baths, a 1-car garage and 1,960 square feet of living area. Each unit will consist of a garage, mudroom with laundry hookup, and a utility room on the ground level; kitchen, half bath, living area, and dining area with sliding door to a deck on the first floor; and three bedrooms and two full baths on the second floor. Exterior materials include Louisiana Pacific (LP) Desert Stone Smooth 5” Lap siding, LP white Smooth trim boards, Timberline Pewter Gray, HDZ architectural roof shingles, Matthew Brothers Sanford Hills dual pane, double hung windows, and one 42” Weathervane Factory Cambridge PVC cupola on each building. The colors are per the plans submitted, subject to approval by the Town. Municipal sewer and water are available to the site in the existing roadway, and electricity can be extended from the existing neighborhood.

This proposal aligns with the Town of Wakefield’s goal to expand affordable housing opportunities. Of the 12 total units, 3 will be affordable distributed evenly throughout the project. It also offers a mix use by introducing multi-family housing on a single family residential street. The units will be located less than a mile from shopping and retail, schools, government offices, recreational facilities, and public transportation.

The development will conform to the new Massachusetts Energy Code Standards and will incorporate sustainable development features and building practices, including Energy-Star rated systems. The units will have energy efficient heating, LED lighting and low-flow plumbing fixtures.

ATTACHMENT 3.4
ZONING ANALYSIS

ZONE: SINGLE RESIDENCE (SR)

CATEGORY	REQUIRED/ALLOWED	PROVIDED
MINIMUM LOT AREA	12,000 ft²	63,882 ft²
MINIMUM LOT FRONTAGE	100 ft.	272.52 ft.
MINIMUM LOT WIDTH	100 ft.	266.47 ft.
MINIMUM FRONT SETBACK	20 ft.	10.0 ft.
MINIMUM SIDE SETBACK	15 ft.	14.0 ft.
MINIMUM REAR SETBACK	25 ft.	18.0 ft.
MAXIMUM BUILDING COVERAGE	30%	18.1 %
MINIMUM OPEN AREA	25%	64.6 %
MAXIMUM BUILDING HEIGHT	35 ft.	< 35
MAXIMUM BUILDING STORIES	2.5	3.5

Section 4: SITE CONTROL

Grantor/Seller: Sanguan LaBrecque Rep. of Estate of James DeBere
Grantee/Buyer: Stark Village LLC
Grantee/Buyer Type: Applicant
If Other, Explain:

Are the Parties Related? No

For Deeds or Ground Leases:

Date(s) of Deed(s) or Ground Leases(s): 07/07/2022

Purchase Price: \$372,500

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: \$0

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: Owned by Development Entity

Date(s) of Easements(s):

For Easements:

Date of Agreement:

Purchase Price: 0.00

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

Grantor/Seller: 197 Nahant St. Realty Trust

Grantee/Buyer: Scott Green

Grantee/Buyer Type: Managing General Partner of Development Entity

If Other, Explain:

Are the Parties Related? No

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: 10/28/2022

Expiration Date: 06/28/2023

Date of Extension *(if extension granted):*

New Expiration Date *(if extension granted):* 02/28/2024

Purchase Price: \$170,000

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 Option Agreement

Date(s) of Easements(s):

For Easements:

Date of Agreement:

Purchase Price: 0.00

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

Southern Middlesex - 20/20 Perfect Vision i2 Document Detail Report

Current datetime: 4/13/2023 12:53:49 PM

Doc#	Document Type	Town	Book/Page	File Date	Consideration
103583	DEED		80398/443	07/07/2022	372500.00
Property-Street Address and/or Description					
0 STARK AVE					
Grantors					
LABRECQUE SANGUAN, DEBERARDINIS JAMES M EST					
Grantees					
STARK VILLAGE LLC					
References-Book/Pg Description Recorded Year					
Registered Land Certificate(s)-Cert# Book/Pg					

FIDUCIARY DEED

I, Sanguan LaBrecque, Personal Representative of the Estate of James M. DeBerardinis, as set forth in the Middlesex Probate Court Docket No. MI18P1568EA of Malden, Massachusetts

For consideration paid and in full consideration of Three Hundred Seventy-Two Thousand Five Hundred and 00/100 Dollars (\$372,500.00),

Grant to Stark Village LLC, a Massachusetts Limited Liability Company with a principal address of 9A Melvin Street, Wakefield, Massachusetts

with Quitclaim Covenants

All of our right, title, and interest in and to a certain parcel of vacant land situated on the South-East side of Stark Avenue in Wakefield, Middlesex County, Massachusetts, being Lots numbered two hundred ten (210), two hundred eleven (211), two hundred twelve (212), two hundred thirteen (213), two hundred fourteen (214), two hundred fifteen (215), two hundred sixteen (216), two hundred seventeen (217), two hundred eighteen (218), two hundred nineteen (219), two hundred twenty (220), two hundred twenty-one (221), and two hundred twenty-two (222), as shown on a plan of land entitled Plan of "Wakefield Heights", Wakefield, Mass. Property of L.D. Griswold Land Co., dated July 29, 1920, Robert B. Bellamy, C.E., 8 Bowdoin Avenue, Grove Hall, Mass. Recorded with Middlesex County Registry of Deeds, Book of Plans 303, Plan 34.

The Grantor hereby affirms under the penalties of perjury that no other person is entitled to claim the benefit of homestead in and to the property conveyed by this deed and hereby releases all homestead rights in the property.

For Grantor's title reference see Deed recorded with the Southern Middlesex District Registry of Deeds in Book 45332, Page 62.

EXECUTED as a sealed instrument this 5th day of July, 2022.

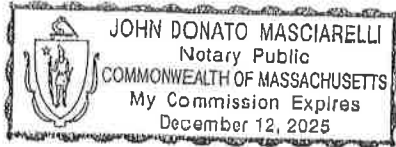
Sanguan LaBrecque
Sanguan LaBrecque, Personal Representative
of the Estate of James M. DeBeradinis

COMMONWEALTH OF MASSACHUSETTS

Middlesex, County

On this 5th day of July, 2022, before me, the undersigned notary public, personally appeared **Sanguan LaBrecque**, as aforesaid, proved to me through satisfactory evidence of identification which was MA License, to be the person whose name is signed on the preceding or attached document, and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of her knowledge and belief, and acknowledged to me that she signed said document voluntarily for its stated purpose as **Personal Representative of the Estate of James M. DeBeradinis**.

[Signature]
Notary Public:
My Commission expires:



Amendment to Purchase and Sale Agreement

This amendment shall be attached to and become part of the Purchase and Sale Agreement dated February 14, 2018 for the property located at Lots 59,60,61,62 and 63 on a Plan of “Wakefield Heights”, Wakefield, MA dated July 29, 1920, by and between Joseph Najim , SELLER, and Scott C. Green , BUYER.

It is agreed and understood that the time for the delivery of the deed, as stated in Paragraph #8 shall be changed to read:



Such deed is to be delivered at 1:00 P.M. on or before the 30th day of June, 2023, at the Registry of Deeds or other such place as has been agreed upon in Paragraph #8 of said Purchase and Sale Agreement. It is agreed that time is of the essence.

The parties agree to the following:

- 1.The purchase price shall be changed to Forty Five Thousand (\$45,000).
- 2. If Buyer is unable to close on or before June 30, 2023 then Buyer shall pay to Seller \$4,000 on July 1, 2023 to extend the closing until February 28, 2024.

If Buyer is still unable to close on or before February 28, 2024 then Buyer shall pay to Seller an additional \$4,000 on March 1, 2024 to extend the closing until October 30, 2024.

Both \$4,000 payments shall be deducted off the purchase price. However, if Buyer determines he is unable to close, then the Seller shall retain the two \$4,000 extension payments made to him, and the parties shall execute a release agreement, at which time the deposit made by the Buyer with the Purchase and Sale Agreement shall be returned to the Buyer without recourse to the parties.

<div><div><div><div></div><div>dotloop verified 11/02/22 12:16 PM EDT SKFR-QEBJ-QJW3-UDOX</div></div></div></div> <div>Seller</div> <div>Date</div>	<div><div><div><div></div><div>dotloop verified 11/02/22 2:09 PM EDT MWKD-E6FK-CUMV-KHGQ</div></div></div></div> <div>Buyer</div> <div>Date</div>
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Option Agreement

This Option Agreement dated as of this 28th day of October, 2022 (this "Agreement") by and between Kathryn M. Gallucci, Trustee of the 197 Nahant Street Realty Trust, having an address of 13 Reynolds Road, Wakefield, MA 01880 (the "Seller") and Scott C. Green of 9A Melvin Street, Wakefield, MA 01880 (the "Buyer") (collectively, the "Parties")

Witnesseth That:

Whereas, the Seller is the owner of certain real property shown as Parcel 26 on Map 32 and Parcel 154A on Map 33 of the Wakefield Assessors' maps, being a portion of the premises described in the deed recorded in the Middlesex South Registry of Deeds at Book 32848, Page 105 containing approximately 8,883 and 9,645 square feet, respectively (collectively, the "Premises"); and

Whereas, the Parties entered into a certain Purchase and Sale Agreement dated November 11, 2017, as amended by a certain document entitled "Change of Closing Date" signed by the Seller on September 8, 2022 and the Buyer on September 7, 2022; and by a certain "Second Amendment" dated September 30, 2022; and by a certain "Third Amendment" dated October 11, 2022; and by a certain "Fourth Amendment" dated October 20, 2022 (as so amended, the "P&S"); and

Whereas, the Parties desire to replace the P&S with this Agreement;

Now, therefore, in consideration of the premises set forth above and the mutual promises set forth below, and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the undersigned, intending to be legally bound, hereby agree as follows:

1. Termination of P&S. The P&S is hereby terminated and cancelled, without recourse to the Parties. All deposits thereunder shall this day, simultaneously with the execution hereof, be returned to the Buyer. Parties shall sign a release for the deposit funds as required by the escrow agent.

2. Initial Option. Simultaneously with the execution and delivery hereof, the Buyer shall pay the Seller the sum of Eight Thousand Dollars (\$8,000) by bank check or other certified funds (the "Initial Deposit Payment"). With the payment of the Initial Deposit Payment, the Buyer has become entitled to exercise an option to purchase the Premises for the further sum of One Hundred Sixty-Two Thousand Dollars (\$162,000), which the Seller may do by executing and delivering to the Seller a new purchase and sale agreement, as described in § 5, below (the "New P&S"), within eight (8) months after the date hereof (the "Initial Option").

3. First Extended Option. If the Buyer fails to deliver a New P&S to the Seller within eight (8) months after the date hereof, then the Initial Option shall lapse and this Agreement shall be null and void without recourse to the Parties, unless the Buyer shall have purchased an extension of the Initial Option for a further period of eight (8) months (the "First



A handwritten signature in black ink, appearing to be "AMG".

Extended Option") by paying the Seller the further sum of Eight Thousand Dollars (\$8,000) prior to the expiration of the Initial Option (the "First Extended Option Payment"). If the Buyer purchases a First Extended Option, the Seller shall execute and deliver to the Buyer a written receipt therefor acknowledging that the Buyer has paid a total of Sixteen Thousand Dollars (\$16,000), and that the Buyer is entitled to exercise an option to purchase the Premises for the further sum of One Hundred Fifty-Four Thousand Dollars (\$154,000), provided that a New P&S is duly executed by the Buyer and delivered to the Seller within sixteen (16) months after the date hereof.

4. Second Extended Option. If the Buyer fails to deliver a new P&S to the Seller within sixteen (16) months after the date hereof, then the First Extended Option shall lapse and this Agreement shall be null and void without recourse to the Parties, unless the Buyer shall have purchased an extension of the First Extended Option for a further eight (8) months (the "Second Extended Option") by paying the Seller the further sum of Eight Thousand Dollars (\$8,000) prior to the expiration of the First Extended Option (the "Second Extended Option Payment"). If the Buyer purchases a Second Extended Option, the Seller shall execute and deliver to the Buyer a written receipt therefor acknowledging that the Buyer has paid a total of Twenty-Four Thousand Dollars (\$24,000), and that the Buyer is entitled to exercise an option to purchase the Premises for further sum of One Hundred Forty-Six Thousand Dollars (\$146,000), provided that a New P&S is duly executed by the Buyer and delivered to the Seller within twenty-four (24) months after the date hereof. If the Buyer fails to deliver to the Seller a duly executed New P&S within twenty-four (24) months after the date hereof, then the Second Extended Option shall lapse and this Agreement shall be null and void without recourse to the Parties.

5. New P&S. The New P&S which the Buyer shall duly execute and deliver to the Seller in order to exercise the Initial Option, the First Extended Option or the Second Extended Option, shall be in the form of the "Standard Purchase and Sale Agreement" of the Massachusetts Association of Realtors; shall call for a closing within thirty (30) days of the date when it is presented to the Seller; shall require payment in cash of a purchase price of One Hundred Seventy Thousand Dollars (\$170,000) less the sum(s) previously paid to the Seller to purchase the Initial Option, First Extended Option and/or Second Extended Option, as applicable; shall contain no contingencies whatsoever; shall state that time is of the essence; shall require that the deed recite total consideration of One Hundred Seventy Thousand Dollars (\$170,000); shall call for a closing at the Middlesex South Registry of Deeds (or any other place agreed to by the Parties); and shall provide that any failure of the Seller to close within such thirty (30) days will result in termination of the New P&S without recourse to the Parties. As soon as practicable after receiving a duly executed New P&S from the Buyer, the Seller shall countersign it and return a copy bearing her original signature.

6. Option Payments Not Refundable. In no event shall the Initial Option Payment, the First Extended Option Payment, or the Second Extended Option Payment be refundable to the Buyer, it being the Parties' intent that such sums shall be credited against the purchase price of the Premises, as set forth above, and that they be wholly forfeited to the Seller if one of such options is not timely exercised and the closing concluded.

7. Time. Time is of the essence of this Agreement.

8. Notices. Any notice or other communication hereunder shall be deemed to have been duly given (a) when hand delivered or (b) three (3) days after having been mailed by certified mail, return receipt requested, postage and certification charges prepaid, or when sent via email, delivered (return receipt required) as follows:

if to Seller to :

Ms. Kathryn Gallucci
13 Reynolds Road
Wakefield, MA 01880

Email: galluccik@aol.com

if to Buyer to:

Mr. Scott C. Green
9A Melvin Street
Wakefield, MA 01880

Email: sg6085555@gmail.com

or to such other address or addresses as may from time to time be designated by either party by written notice to the other.

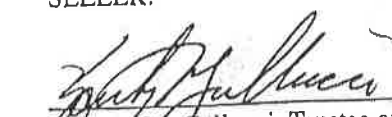
9. The Seller shall sign, as "owner" for any permit applications, or other forms which are required during the approval process, and Buyer shall have access to the lot for purposes of viewing, engineering, testing, or any other necessary reason, during the approval process.

10. Berkshire Hathaway HS Commonwealth Real Estate is due a commission of \$8,500 for professional services to the Buyer, which will be paid by the Buyer at the time of the delivery of the deed. This shall be written in the new Purchase and Sale Agreement when it is drafted by the Buyer and delivered to the Seller.

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WITNESS OUR HANDS AND SEALS as of the first date set forth above.

SELLER:

 10/28/22
Kathryn M. Gallucci, Trustee of the 197
Nahant Street Realty Trust

BUYER:

Scott C. Green

c:\Gallucci\Option Agreement-Final

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

Sales / Revenue	
Market:	\$8,010,000
Affordable:	\$901,500
Related Party:	\$0
Other Income:	\$0
Total Sales/Revenue:	\$8,911,500

Pre-Permit Land Value

Item	Budgeted
As-Is Market Value*:	\$0
Reasonable Carrying Costs:	0
Subtotal - Pre-Permit Land Value:	\$0

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

Uses (Costs)

Item	Budgeted
Acquisition Cost (Actual):	
Actual Acquisition Cost: Land	\$542,500
Actual Acquisition Cost: Buildings	\$0
Reasonable Carrying Costs	\$0
Total Acquisition Cost (Actual)	\$542,500
Construction Costs-Residential Construction Costs (Hard Costs):	
Building Structure Costs	\$4,140,000
Hard Cost Contingency	\$148,126
Subtotal - Residential Construction (Hard Costs)	\$4,288,126
Construction Costs-Site Work (Hard Costs):	
Earth Work	\$451,500
Utlilities: On-Site	\$240,000
Utlilities: Off-Site	\$100,000
Roads and Walks	\$120,000
Site Improvement	\$86,500
Lawns and Plantings	\$175,000
Geotechnical Condition	\$0
Environmental Remediation	\$0
Demolition	\$0
Unusual Site Conditions/Other Site Work	\$272,000
Subtotal - Site Work (Hard Costs)	\$1,445,000
Construction Costs-General Conditions, Builders Overhead and Profit (Hard Costs):	
General Condtions	\$309,388
Bulder's Overhead	\$103,129
Bulder's Profit	\$309,388
Subtotal - General Conditions, Bulder's Overhead & Profit	\$721,905
General Development Costs (Soft Costs):	
Appraisal and Marketing Study (not 40B "As Is" Appraisal)	\$8,750
Lottery	\$2,625
Commissions/Advertising-Affordable	\$22,538
Commissions/Advertising-Market	\$320,400
Model Unit	\$19,250
Closing Costs (unit sales)	\$42,000
Real Estate Taxes	\$15,750
Utility Usage (during construction)	\$12,600
Insurance (during construction)	\$25,000

Security <i>(during construction)</i>	\$0
Inspecting Engineer <i>(during construction)</i>	\$8,400
Construction Loan Interest	\$210,000
General Development Costs (Soft Costs) - <i>continued</i>	

Item	Budgeted
Fees to Construction Lender:	\$0
Fees to Other Lenders:	\$0
Architectural	\$31,500
Engineering	\$80,000
Survey, Permits, etc.	\$35,000
Clerk of the Works	\$0
Construction Manager	\$120,000
Bond Premlums <i>(payment/performance/lien bond)</i>	\$7,500
Legal	\$40,000
Title <i>(including title insurance)</i> and Recording	\$4,000
Accounting and Cost Certification <i>(incl. 40B)</i>	\$30,000
Relocation	\$0
40B Site Approval Processing Fee	\$7,803
40B Techical Assistance / Mediation Fee	\$3,100
40B Land Appraisal Cost <i>(as-is value)</i>	\$3,500
40B Final Approval Processing Fee	\$15,923
40B Subsidizing Agency Cost Certification Examination Fee	\$5,000
40B Monitoring Agent Fee	\$3,745
40B Surety Fees	\$26,250
Other Financing Fees	\$0
Development Consultant	\$0
Other Consultant:	\$0
Other Consultant:	\$0
Soft Cost Contingency	\$0
Other Development Costs	\$0
Subtotal - General Development Costs (Soft Costs)	\$1,100,634
Developer Overhead:	
Developer Overhead	\$56,000
Subtotal Developer Fee and Overhead	\$56,000

Summary of Subtotals

Item	Budgeted
Sales/Revenue	\$8,911,500
Pre-Permit Land Value	\$0
Residential Construction	\$4,288,126
Site Work (Hard Costs)	\$1,445,000
General Conditions, Builder's Overhead & Profit (Hard Costs)	\$721,905
General Development Costs (Soft Costs)	\$1,100,634
Developer Fee and Overhead	\$56,000

Summary

Total Sales/Revenue	\$8,911,500
Total Uses (TDC)	\$7,611,665
Profit (Loss) from Sales Revenue	\$1,299,835
Percentage of Profit (Loss) Over the Total Development Costs (TDC)	17.0769

Application for Chapter 40B Project Eligibility / Site Approval

for MassHousing-Financed and New England Fund (“NEF”) Homeownership 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
Stark Village LLC	Scott Green	Developer	Yes	Yes	Yes
Phoenix Architects	Andrew Jones	Consultant - Architect and Engineering	No	No	No
Williams & Sparages	Christopher Sparages	Consultant - Architect and Engineering	No	No	Yes
Northern Bank	Justin Thomas	Consultant - Financing Package	No	No	Yes
L.A. Associates, Inc.	Kristen Costa	Consultant - Local Permit	No	No	Yes
Blatman, Bobrowski, Haver	Paul Haverly	Attorney	No	No	Yes

Entities Responsible for Development Tasks:

Development Task	Developer / Applicant	Contact Name / Company
Architecture and Engineering	No	Phoenix Architects, Andrew Jones
Architecture and Engineering	No	Williams & Sparages, Christopher Spar
Construction Management	Yes	Stark Village LLC, Scott Green
Finance Package	No	Northern Bank, Justin Thomas
Legal	No	Blatman, Bobrowski, Haverly & Silvers
Local Permitting	No	L.A. Associates, Inc., Kristen Costa

Affiliated Entities:

Company Name	Individual Name	Affiliation	Relation



NORTHERN BANK

ATTACHMENT 5.1
LTR OF INTEREST

April 5, 2023

Mr. Scott Green
Stark Village
0 Stark Ave.
Wakefield, MA 01880

RE: Stark Ave, Wakefield, MA

Dear Scott,

Thank you for your credit request. This letter is to inform you that Northern Bank & Trust Company has pre-approved you for financing the 40B construction project located at 0 Stark Ave., Wakefield, MA. After reviewing the initial plans and construction budget, and due to your proven construction capabilities, we believe that the Stark Ave. development will be your next success.

Terms and conditions of said approval will be forthcoming upon receipt of State and Town approvals.

Please note that this is not a legally binding commitment to lend as any extension of credit is subject to satisfactory completion of underwriting due diligence, credit committee approval and satisfactory review of documentation and such other terms and conditions as determined by the Bank and its counsel in their sole discretion.

Should you have any questions, please call me at 781 404 1935.

Very truly yours,


Justin Thomas
Commercial Loan Officer


Justin Thomas
VP, Head of Community Lending



ATTACHMENT 5.2
MARKET COMPS

Condominium Listings



 x13

MLS #: 72964029

26 Atwood AVENUE U: B

Wakefield, MA 01880

DOM: 177 **DTO:** 169

List \$/SqFt: \$433.28

Sold \$/SqFt: \$419.44

Status: SLD

Sale Price: \$755,000

Sold Date: 11/04/2022

Off Mkt: 10/07/2022

List Price: \$779,900

List Date: 04/07/2022

Orig Price: \$899,000

Taxes: 2022 \$7,719.71

Assessed: \$626,600

Assoc.: Yes \$250/mo

Style: Condo - Townhouse, Attached

Rooms: 6

Garage: 2

Beds: 3

Parking: 2

Baths: 2f 1h

Fireplaces: 1

Outdoor Space: Yes - Private


Main Bath: Yes


Year Built: 2022


Living Area: 1,800 SqFt

Pets:


Remarks: NEW CONSTRUCTION! . This newly constructed home has a well designed open space layout on the main level. The large well appointed kitchen with island opens to a spacious dining room with fireplace and large family family room ready to accommodate the large screen tv. The sliding door to patio and large exclusive deeded yard - a rarity for townhomes today! The second level has Master Bedroom with Private Bath, 2 Bedrooms and Main Bath. The Master Bedroom with trey ceiling master bedroom with large closets and private bath of double vanity and double headed shower is a wonderful private sanctuary! The laundry is also conveniently located on the 2nd floor. A LARGE BACKYARD for exclusive use larger than most single family homes! A bonus of 2 car garage under means this NEW CONSTRUCTION is a must see! Close to public transportation, highways, downtown Wakefield & downtown Melrose.


List Office: Rose Real Estate  (508) 633-7360

Sale Office: William Raveis R.E. & Home Ser...  (978) 475-5100 Ext. 2206

List Agent: Rose Barrett  (508) 633-7360

Sale Agent: The Deborah Lucci Team



 x12

MLS #: 72964038

26 Atwood AVENUE U: A

Wakefield, MA 01880

DOM: 96 **DTO:** 82

List \$/SqFt: \$444.39

Sold \$/SqFt: \$456.67

Status: SLD

Sale Price: \$822,000

Sold Date: 08/29/2022

Off Mkt: 07/15/2022

List Price: \$799,900

List Date: 04/07/2022

Orig Price: \$899,000

Taxes: 2022 \$7,719.71

Assessed: \$626,600

Assoc.: Yes \$250/mo

Style: Condo - Townhouse, Attached

Rooms: 6

Garage: 2

Beds: 3

Parking: 2

Baths: 2f 1h

Fireplaces: 1

Outdoor Space: Yes - Private


Main Bath: Yes


Year Built: 2022


Living Area: 1,800 SqFt


Pets:


Remarks: NEW CONSTRUCTION! . This newly constructed home has a well designed open space layout on the main level. The large well appointed kitchen with island opens to a spacious dining room with fireplace and large family family room ready to accommodate the large screen tv. The sliding door to patio and large exclusive deeded yard - a rarity for townhomes today! The second level has Master Bedroom with Private Bath, 2 Bedrooms and Main Bath. The Master Bedroom with trey ceiling master bedroom with large closets and private bath of double vanity and double headed shower is a wonderful private sanctuary! The laundry is also conveniently located on the 2nd floor. A bonus of 2 car garage under means this NEW CONSTRUCTION is a must see! Close to public transportation, highways, downtown Wakefield & downtown Melrose.


List Office: Rose Real Estate  (508) 633-7360

Sale Office: Sentry Residential LLC  (401) 688-0090

List Agent: Rose Barrett  (508) 633-7360

Sale Agent: Deborah Schusterman  (401) 688-0090



 x10

MLS #: 73057464

5 Bennett U: 2 (Right)

Wakefield, MA 01880

DOM: 27 **DTO:** 12

List \$/SqFt: \$414.95

Sold \$/SqFt: \$405.00

Status: SLD

Sale Price: \$810,000

Sold Date: 12/16/2022

Off Mkt: 12/06/2022

List Price: \$829,900

List Date: 11/10/2022

Orig Price: \$829,900

Taxes: 2022 \$4,200

Assessed: \$347,600

Assoc.: Yes \$250/mo

Style: Condo - Townhouse

Rooms: 6

Garage: 1

Beds: 3

Parking: 1

Baths: 2f 1h

Fireplaces: 1

Outdoor Space:


Main Bath: Yes


Year Built: 2022


Living Area: 2,000 SqFt


Pets:

Remarks: NEW CONSTRUCTION! New townhome in desirable Wakefield downtown location close to town, train, schools, Lake Q. The main level has entry from garage, offers a spacious open layout with kitchen & island, dining area & family room with fireplace. The second level has 3 spacious bedrooms - MBR has walk in closet and private bathroom with double vanity & large multi head custom tiled shower. A slider to a patio and fenced in back yard offers perfect privacy. The walk up 3rd level is great potential for office, guest suite, play room, fitness room etc. The full basement also offers extra space.

List Office: Rose Real Estate  (508) 633-7360

Sale Office: Kadilak Realty Group, LLC  (781) 365-1984

List Agent: Rose Barrett  (508) 633-7360

Sale Agent: Susan P. Kadilak  (781) 799-4080

Previous Applications:

Project Name:	Filing Date:
Municipality:	Decision Date:
Subsidizing Agency:	Decision:
Type:	Other Reference:

SG2463183@gmail.com
781-608-5555

SCOTT C. GREEN

COMMERCIAL

***Ayer Industrial Park** - 60,000sq feet, Industrial Condos
Developed Buildings, condominiums and road, Ayer MA.

***Greenwood Plaza** - Developed and built Retail Strip Mall
Wakefield, MA

RESIDENTIAL

- * 747 Main Street Condos, Wakefield MA
- * 858 Main Street Condos, Wakefield MA
- * Single Family Development, Middleton MA
- * Oakdale Lane- Development of 5 high end residential homes, Lincoln MA
- * Triplex Condos, Franklin St. Wakefield MA
- * Single Family Homes (#3 & #5) Linden Ave, Wakefield MA
- * Many single-family luxury residential homes, Lexington MA

Developments:

- * 3 New Homes - single family and extension of Birch Street, Stoneham MA
- * 2 Family Homes at Dexter Street, Smith Street and Mitchell Ave, Medford MA
- * Greensbrook Way - Developed 900-foot road and associated utilities, ie.
water and sewer, Belmont MA
- * Built and Developed Gregory Lane, Acton MA

PROFESSIONAL
EXPERIENCE

27+ YEARS OF CONSTRUCTION EXPERIENCE, DEVELOPMENT AND SITE WORK

30+ YEARS INDUSTRY EXPERIENCE

**OWNER AND PROJECT MANAGER OF P & G UTILITIES, LLC - 2016 TO
PRESENT**

****OTHER REFERENCES AVAILABLE UPON REQUEST****

Paul J. Haverty, Esq.

Blatman, Bobrowski, Haverty, & Silverstein, LLC

9 Damonmill Square, Suite 4A4, Concord, MA 01742

paul@bbhslaw.net

Blatman, Bobrowski, Haverty & Silverstein, Concord, MA

Partner, March 1, 2022 to present

My practice is focused on representing private developers in the development process, with a continued strong focus on permitting, particularly permitting pursuant to G. L. c. 40B, §§ 20-23. I am also Town Counsel for the Town of Chelmsford, have acted as Special Town Counsel for numerous municipalities, and have represented many other municipalities on Chapter 40B applications as a consultant pursuant to the MHP Technical Assistance Program.

Blatman, Bobrowski & Haverty, LLC, Concord, MA

Partner, January 1, 2017 to February 28, 2022

My practice was focused on representing private developers in the development process, with a continued strong focus on permitting, particularly permitting pursuant to G. L. c. 40B, §§ 20-23. I was also Town Counsel for the Town of Chelmsford, have acted as Special Town Counsel for numerous municipalities, and have represented many other municipalities on Chapter 40B applications as a consultant pursuant to the MHP Technical Assistance Program.

Blatman, Bobrowski, Mead & Talerman, LLC, Newburyport, MA

Senior Associate, April 2015 to December, 2016

My practice was focused upon representation of municipal clients, with a strong focus on permitting, including the comprehensive permit process. I also continued to represent developers seeking local permits, including comprehensive permit applications.

Regnante, Sterio & Osborne LLP, Wakefield, MA

Associate, September 2002 – March 2015

My practice consisted of representing clients seeking comprehensive permits pursuant to G. L. c. 40B, §§ 20-23. I represented developers in all facets of the comprehensive permit development process, including the project eligibility stage, representation before the local zoning board of appeals, representation at the Housing Appeals Committee, and subsequent litigation in the trial courts and appeals courts. I also represented some municipal clients while at this firm.

Land Court Division of the Trial Courts, Boston, MA

Law Clerk, September 2001 to August, 2002.

As law clerk for the Hon. Karyn F. Scheier, I participated in trials and motion sessions, assisted with the drafting of decisions, and conducted legal research on land use appeals.

PUBLICATIONS

Compelling Reasons Why the Legislature Should Resist the Call to Repeal Chapter 40B, 88 Mass L. Rev. 77.

Massachusetts Housing Appeals Committee Reporter – Case Commentary (2009-2015) (developer commentary) and 2019 to present (municipal commentary).

EDUCATION

Suffolk University Law School – JD, *magna cum laude*, 2001

Salem State College – BA *summa cum laude*, 1998

RECENT 40B DEVELOPMENTS

31 Hunting Lane, LLC – 24 unit homeownership development in Sherborn. Currently in permitting.

41 North Main Street, LLC – 60-unit rental development in Sherborn. Currently in permitting.

Crescent Builders, Inc. – 96-unit rental development and 60-unit home ownership development in Lancaster. Approved, currently under appeal.

Pennrose, LLC – 93-unit rental development in Wareham. Approved.

253 Reservoir, LLC – 60-unit rental development in Norton. Currently in permitting.

Arlington Land Realty, LLC – 219 unit rental development in Arlington. Acted as MHP Consultant. Currently in permitting.

Indian Ridge Realty Trust – 24-unit home ownership development in Holliston. Acted as MHP Consultant. Approved.

30 Town Farm Road, LLC – 24-unit home ownership development in Ipswich. Acted as MHP Consultant. Approved.

CHRIST P. SPARAGES, P.E.

189 North Main Street, Suite 101, Middleton, MA 01949

PROFILE

With over 30 years of experience in site design and land planning, Chris brings the depth of experience necessary to meet the complex engineering demands for today's projects. With the ever-increasing complexity of local, state, and federal regulatory requirements, Chris' rich background in subdivision design, stormwater design, hydraulic analysis, and sewerage disposal designs brings unique capabilities to Williams & Sparages that help developers and homeowners make informative decisions on their project design and land use. Using his extensive presentation experience, Chris has the ability to effectively demonstrate and present complicated engineering designs to local boards and commissions to provide a better understanding of the project.

EXPERIENCE

2010-present

Williams & Sparages LLC, Middleton, MA - Principal

1998-2010

Hayes Engineering, Inc., Wakefield, MA - Project Manager and Co-Owner from 2002-2009

1996-1998

Sanborn, Head & Associates, Inc., Concord, NH - Project Engineer

1991-1996

Camp Dresser & McKee, Inc., Cambridge, MA - Intern and Project Engineer

LICENSES

Registered Professional Engineer, Commonwealth of Massachusetts - Licensed since 1997

Approved Soil Evaluator, Commonwealth of Massachusetts - Licensed since 1998

EDUCATION

Worcester Polytechnic Institute, Worcester, MA Bachelor of Science, Civil Engineering, 1993

Northeastern University, Boston, MA Master of Science, Civil Engineering, 1997

INTERESTS AND ACTIVITIES

Advocate - Juvenile Diabetes Research Foundation (2003 - present)

High School Basketball Official - (1992 - present)

Title 5 Topic Speaker - MHOA Conference (2018 - present)



Peter L. Sandorse, AIA

10 Pine Ridge Rd.
Wakefield, Massachusetts 01880
(781)246-0988

EDUCATION:

Rhode Island School of Design, Providence, RI
BFA, May 1985, Barch, May 1986

Harvard University, Graduate School of Design, Cambridge, MA
Certificate, Career Discovery, July 1981

Boston College, Chestnut Hill, MA
College of Arts and Sciences, BA Psychology, Cum Laude, January 1981

EXPERIENCE:

Phoenix Architects, Wakefield, MA

1991- present
Architect/Principal. Established architectural firm, AutoCAD based, specializing in custom single family homes, renovation and small commercial buildings and build outs. Responsible for all aspects of the business operations following projects from design through construction documents.

ITT Technical Institute, Framingham, MA

1992-1994
Instructor. Computer Aided Drafting Department, Responsible for 10 hours of class time per week, courses are: Physics III, Structural Drafting Theory, AutoCAD.

Boston Architectural College

1995-2005
Instructor. For Level II Studios, theme of the home as a living machine and home it can be manipulated.
Thesis Supervisor and mentor. Responsible for student work production, crit scheduling and thesis drawing production, schedule and quality of student work.

Claude Miquelle Assoc, Wakefield, MA

1987-1991
Architect/ Job Captain. Supervised a team of five involved in custom single-family home design and renovation. Homes ranged in size from 2500 sq. ft. to 13,000 sq.ft. Responsible for all aspects of design, from initial client contact through construction supervision. 1990 designed the New American Home for Builder Magazine, Home Magazine, and Architectural Record.

Rhode Island School of Design, Providence RI

Teaching Assistance, Structures I, assisted professor in all aspects of the class, involved in tutoring for the class and private tutoring as well.
Awards, 1990 Aurora Award, 1989 Prism Award

Andrew R. Jones

5 Emerson Lane
Middleton, Massachusetts, 01949
(978) 239-9093

EDUCATION:

University of Massachusetts, Amherst
Master of Architecture, Spring 2020

Keene State College
Bachelor of Science in Architecture, Spring 2015

EXPERIENCE:

Phoenix Architects, Associate Architect

March 2017 - Present

- Leading projects and working with clients from conceptual design through construction administration.
- Developing marketing strategies and initial client consultations.
- Creating proposals, monitoring and tracking billing.

Phoenix Architects, Intern Architect

March 2015 - March 2017

- Measuring and drawing existing homes/projects.
- Drafting conceptual designs and producing construction drawings for review.

New Meadows Development, LLC, Assistant Planner/Construction Laborer

Summer 2012 – Summer 2014

- Assisted with finish material selections to help customize townhomes to meet client's needs.
- Landscape planning and assisted/ completed site-work.
- Assisted with various framing and finish work needs.

Thomas Fine Homes and Custom Builders, LLC, Construction Laborer

Summer 2009 – Summer 2011

- Completed site-work and landscaping for various projects.
- Assisted with various framing and finish work needs.
- Dug and poured sonotube holes, compacted fill for slab application, and tarred foundations.

Relative Project List

600 North Ave, Wakefield, MA

Completed 2018

24 Units Total – 4 affordable units – 1 group 2a Accessible unit

3 Stories – 29,412 Sq. Ft.



Relative Project List

598 North Ave, Wakefield, MA

Completed 2020.

18 Units Total – 3 affordable units – 1 group 2a Accessible unit

4 Stories – 30,587 Sq. Ft.



Relative Project List

259 Water St, Wakefield, MA

In Construction, Summer 2023 completion.

16 Units Total – 3 affordable units – 1 group 2a Accessible unit

4 stories – 18,446 Sq. Ft.



ATTACHMENT 6.1
LAA QUALIFICATN

ATTACHMENT 6.2
40B EXPERIENCE

ATTACHMENT 6.3
FAIR HOUSING EXP.

L.A. ASSOCIATES, INC.

Affordable Housing Experience

Kristen Costa, President - State Certified Housing Consultant / Lottery Agent

<u>LOCATION</u>	<u>PROJECT</u>	<u>DESCRIPTION</u>	<u>DATE</u>
120 Turnpike Rd., Stoughton	60 rental units; 15 affordable	40B MassHousing; permitting project	2023
250 Turnpike Rd., Stoughton	56 rental units; 14 affordable	40B MassHousing; permitting project	2023
Four Corners, Newton	7 home ownership; 1 affordable	LIP Local Action Unit; conducting lottery	2023
Deacon Farm Ln., Gloucester	13 home ownership; 2 affordable	LIP Local Action Unit; permitting; conducting lottery	2023
26 Christian Circle, Haverhill	Resale home ownership unit	LIP DHCD	2023
23 Ridgewood Crossing #24, Hingham	1 ownership unit	LIP Local Action Unit; permitting; conducting lottery	2023
270 Central St., Hingham	1 ownership unit	Town owned; conducting lottery	2023
113-117 Wapping Rd., Kingston	60 over-55 ownership; 15 affordable	40B MassHousing; permitted project; conducting lottery	2022 – present
0 Plymouth St., Carver	3 over-55 rental units	LIP Local Action Unit; permitted; conducting lottery	2022 – present
Ashley Court, Peabody	32 home ownership; 6 affordable	LIP Local Action Unit; permitted; conducting lottery	2022 – present
Baldwin Landing, Wilmington	12 home ownership; 3 affordable	40B MassHousing; permitted project; conducted lottery	2022 – present
195 Salem St., Unit 2305, Wilmington	Resale over-55 unit	LIP DHCD	2022
57 Brewster Rd., Stoughton	Resale home ownership unit	LIP DHCD	2022
1702 Pouliot Place, Wilmington	Resale home ownership unit	LIP DHCD	2022
142 Main St., Amesbury #7 & #9	12 home ownership; 2 affordable	LIP Local Action Unit; permitted; conducted lottery	2022 – present
1403 Lords Court, Wilmington	Resale home ownership unit	LIP DHCD	2022
Rachel's Village, Wilmington	36 home ownership; 5 affordable	LIP Local Action Unit; permitted; conducted lottery	2022 – present
30 E. Main St. #4, Georgetown	1 Town-owned rental unit	LIP Local Action Unit; permitted; conducted lottery	2021 – 2022
140 Main St. Unit C, Amesbury	6 home ownership; 1 affordable	LIP Local Action Unit; permitted; conducted lottery	2021 – 2022
32 Nahant St., Wakefield	24 rental units; 6 affordable	40B MassHousing; permitting project	2021 – present

Stables at Bashaw Farm, Newburyport	8 home ownership; 1 affordable	LIP Local Action Unit; permitted; conducting lottery	2021 – present
Southwood Commons	12 home ownership; 3 affordable	40B MassHousing; permitted project; conducted lottery	2017 – present
29-31 Rhodes Circle, Hingham	2 home ownership units	LIP Local Action Units; conducting lottery	2021 – present
Chapel Hill Landing, Medfield	5 affordable home ownership units	40B MassHousing; conducted lottery	2021 – 2022
3203 Pouliot Place, Wilmington	Resale home ownership unit	LIP DHCD	2021
870 Haverhill St. #13B, Rowley	Resale home ownership unit	LIP DHCD	2021
1 Maura Circle, Westford	Resale home ownership unit	LIP DHCD	2021
855 Main St. #6, Woburn	Resale home ownership unit	LIP DHCD	2021
901 Pouliot Place, Wilmington	Resale home ownership unit	LIP DHCD	2021
50R Maplewood Ave., Gloucester	24 rental units; 6 affordable	40B MassHousing; permitted project	2020 – 2021
Reserve at Bashaw Farm, Newburyport	15 home ownership; 2 affordable	LIP Local Action Unit; permitted; conducted lottery	2020 – 2021
870 Haverhill St. Unit 3C, Rowley	Resale home ownership unit	LIP DHCD	2020
419-429 Main St., Melrose	12 rental units; 2 affordable	LIP Local Action Unit; permitted	2020
1401 Lords Court, Wilmington	Resale home ownership unit	LIP DHCD	2020
26 Christian Circle, Haverhill	Resale home ownership unit	LIP DHCD	2020
870 Haverhill St. Unit 3C, Rowley	Resale home ownership unit	LIP DHCD	2020
Winn View Heights II, Burlington	24 home ownership; 6 affordable	40B LIP DHCD; conducting lottery	2019 – current
40 Heather St. #112, Beverly	Resale home ownership unit	LIP DHCD	2020
195 Salem St., Unit 2206, Wilmington	Resale over-55 unit	LIP DHCD	2020
Parker Hill, Newburyport	23 home ownership; 3 affordable	LIP Local Action Units; permitted; conducted lottery	2019 – current
870 Haverhill St. Unit 3B, Rowley	Resale home ownership unit	LIP DHCD	2019
45 Rantoul St. Unit 102, Beverly	Resale home ownership unit	LIP DHCD	2019
249 Salem St. #1, Reading	Resale over-55 unit	LIP DHCD	2019
112 Johnson Woods #101, Reading	Resale home ownership unit	LIP DHCD	2019
Highland Ridge, Foxboro	8 home ownership; 2 affordable	40B MassHousing; conducted lottery	2019 – 2020

Kensington Place, Mills	12 home ownership; 3 affordable	LIP DHCD; conducted lottery	2019 – 2021
Spruce Farm, Wilmington	27 over-55 ownership units	LIP Local Action Unit; permitted; conducted lottery	2018 – 2021
27C Andrews Farm, Boxford	Resale home ownership unit	LIP DHCD	2018
870 Haverhill St. Unit 3B, Rowley	Resale home ownership unit	LIP DHCD	2019
870 Haverhill St. Unit 3C, Rowley	Resale home ownership unit	LIP DHCD	2019
30 South Main St. #102, Ipswich	11 home ownership; 1 affordable	LIP Local Action Unit; permitted; conducted lottery	2017 – 2018
Tree Farm Landing, Kingston	33 home ownership; 4 affordable	LIP Local Action Units; permitted; conducted lottery	2017 – 2018
302 Cardinal Court, Wilmington	Resale home ownership unit	HOP DHCD	2018
Southwood Commons, Berlin	12 home ownership; 3 affordable	40B MassHousing; permitted; conducting lottery	2016 – current
Hidden Oaks, Billerica	24 home ownership; 6 affordable	40B MassHousing; permitted project; conducted lottery	2016 – 2019
Pimrose Farm, Ipswich	24 home ownership; 6 affordable	40B MassHousing; permitted project; conducted lottery	2016 – current
Newburyport Landing, Newburyport	15 home ownership; 2 affordable	LIP Local Action Unit; permitted; conducted lottery	2016 – 2017
201 Central St. #2, Georgetown	Resale home ownership unit	LIP DHCD	2017
27D Andrews Farm, Boxford	Resale home ownership unit	LIP DHCD	2017
4 Pimpernel Circle, Georgetown	Resale home ownership unit	LAU Unit Georgetown Affordable	2017
281 Rowley Bridge St. #6, Topsfield	Resale home ownership unit	LIP DHCD	2017
101 Pouliot Place, Wilmington	Resale home ownership unit	HOP DHCD	2017
Sphere Apartments, Medford	42 rental units; 4 affordable	LIP Local Action Units; permitted	2017
18 Denault Dr., Wilmington	Resale home ownership unit	LIP DHCD; conducted lottery	2016
203 Cardinal Court, Wilmington	Resale home ownership unit	HOP DHCD	2016
2802 Pouliot Place, Wilmington	Resale home ownership unit	HOP DHCD	2016
Hilltop at Berlin Woods, Berlin	32 home ownership; 8 affordable	40B MassHousing; permitted project; conducted lottery	2015 – 2019
32 Lisa Lane, Georgetown	1 affordable rental unit	LIP Local Action Unit; permitted & conducted lottery	2015 – 2016
Turning Leaf, Georgetown	22 home ownership; 1 affordable	LIP Local Action Unit; permitted; conducted lottery	2015 – 2017
North Meadow Village, Middleton	42 home ownership; 4 affordable	LIP Local Action Unit; permitted; conducted lottery	2015 – 2018

302 Cardinal Court, Wilmington	Resale home ownership unit	HOP DHCD	2016
24 Turtlebrook Way, Medfield	Resale over-55 home ownership	LIP DHCD	2016
Village Crossing, Billerica	20 home ownership; 3 affordable	LIP Local Action Units; conducted lottery	2015 – 2016
130 Cabot St., Beverly	11 rental units; 2 affordable	LIP Local Action Unit; permitted & conducted lottery	2015 – 2016
Stonewall Farms, Billerica	10 home ownership; 1 affordable	LIP Local Action Unit; conducted lottery	2015
308 Autumn Ridge, Ayer	Resale over-55 home ownership	LIP DHCD	2015
13B Fitch Court, Wakefield	Resale home ownership unit	LIP DHCD	2015
One Saint Clare, Medford	18 home ownership; 2 affordable	LIP Local Action Units; permitted project	2015
Whispering Pines 2, Wilmington	24 over-55 homeownership; 5 afford.	LIP DHCD permitted project; conducted lottery	2014 – 2016
1 Powder Mill Sq. #309A, Andover	Resale home ownership unit	LIP DHCD	2014
249 Salem St. #1, Reading	Resale home ownership unit	LIP DHCD	2014
401 Pouliot place	Resale home ownership unit	HOP DHCD	2014
281 Rowley Bridge St. #2, Topsfield	Resale home ownership unit	LIP DHCD	2014
North River Apartments, Salem	45 rental units; 4 affordable	LIP Local Action Units; permitted & conducted lottery	2014 – 2015
150 Adams St., Newton	9 rental units; 1 affordable	LIP Local Action Unit; permitted & conducted lottery	2014 – 2015
14 Silverhurst Ave., Wilmington	Resale home ownership unit	LIP DHCD	2014
1601 Pouliot Place, Wilmington	Resale home ownership unit	HOP DHCD	2013
Dover Farms, Dover	20 home ownership; 5 affordable	40B MassHousing; permitted project; conducted lottery	2013 – 2016
Angle Brook Village, West Boylston	132 over-55 ownership; 2 affordable	LIP Local Action Unit; permitted & conducted lottery	2013 – 2014
Berlin Woods, Berlin	32 home ownership; 8 affordable	40B MassHousing; permitted project; conducted lottery	2010 – 2016
Canal Village, Wilmington	16 home ownership; 4 affordable	LIP DHCD; assisted in permitting; conducted lottery	2009 – 2011
252 Hale St., Beverly	2 home ownership; 2 affordable	LIP Local Action Units; permitted & conducted lottery	2009 – 2010
Maplewood Village, Reading	36 over-55 home ownership; 9 afford.	LIP DHCD; assisted in permitting; conducted lottery	2003 – 2006
Whispering Pines 1, Wilmington	24 over-55 home ownership; 7 afford.	LIP DHCD; permitted project; conducted lottery	2003 – 2011
Dernaut Drive, Wilmington	2 home ownership; 1 affordable	LIP DHCD; permitted project; conducted lottery	1997 – 1998

Avon Street, Wilmington	5 home ownership; 2 affordable	LIP DHCD; permitted project; conducted lottery	1996 – 1997
Buckingham Street, Wilmington	23 home ownership; 6 affordable	LIP DHCD; permitted project; conducted lottery	1995 – 1997
Silverhurst, Wilmington	2 home ownership; 1 affordable	LIP DHCD; permitted project; conducted lottery	1993 – 1994
Cinnamon Circle, Tewksbury	24 home ownership; 6 affordable	LIP DHCD; permitted project; conducted lottery	1992 – 1995

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 agree- ment 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: Scott Green

Title: Applicant & Owner

Date: 8/11/2003

Application for Chapter 40B Project Eligibility / Site Approval
for MassHousing-Financed and New England Fund (“NEF”) Homeownership 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:	
Date of Pre-Application Meeting with MassHousing:	06/01/2023
Date copy of complete application sent to chief elected office of municipality:	08/22/2023
Date notice of application sent to DHCD:	08/22/2023

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	Instructions
MassHousing Application Processing Fee:	\$7,959	payable to MassHousing
Chapter 40B Technical Assistance/Mediation Fee:	\$2,500	(Limited Dividend Sponsor \$2,500, Non-Profit or Public Agency Sponsor \$1,000)
Unit Fee:	\$600	(\$50 per Unit)
Total TA/Mediation and Unit Fee:	\$3,100	(Payable to Massachusetts Housing Partnership)

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

SUSTAINABLE DEVELOPMENT CRITERIA

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 2 - Consistency with Sustainable Development Principals

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

Yes
- 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, structured, or infrastructure

No
- Pedestrian friendly

No
- Other (discuss below

No

Explanation (Required)

Proposing higher density, attached, multi-family, townhouse units in an existing detached single family neighborhood. Proposing to connect to existing municipal water and sewer.

(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	No
- 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	No
- Includes environmental cleanup and/or neighborhood improvement in an Environmental Justice Community	No
- Other (discuss below)	No

Explanation (Required)

MassHousing 40B application. Proposal includes townhouse dwellings with 25% affordable units in an existing middle income area.

(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	No
- Protection of sensitive land, including prime agricultural land, critical habitats, and wetlands	No
- Enviromental 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)

(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
- No
- Other (discuss below)
- No

Explanation (Required)

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

Explanation (Required)

25% or 3 units will be affordable and deed restricted to maintain affordability in perpetuity . The site is within 1/2 mile of town center and municipal transportation.

(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 | Yes |
| - Reduces dependence on private automobiles (e.g., provides previously unavailable shared transportation, such as Zip Car or shuttle buses) | No |
| - 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 site is within 1/2 mile to public transportation and employment centers.

(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 | No |
| - 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 | No |
| - Support natural resource-based businesses (i.e., farming, forestry, or aquaculture) | No |
| - 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 site is within 1/2 mile to public transportation and employment centers.

(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 units will have low-E windows, energy efficient heating and energy star appliances.

(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

No
- Measureable public benefit beyond the applicant community

No
- Other (discuss below)

No

Explanation (Required)



L.A. Associates, Inc.
Real Estate Development Services

11 Middlesex Ave., Suite 5, Wilmington, MA 01887 kriscosta@laassoc.com

sent via certified mail #7022 0410 0002 4810 2881

August 18, 2023

Mehreen N. Butt, Chair
Wakefield Town Council
Town of Wakefield
1 Lafayette Street
Wakefield, MA 01880

Re: 0 Stark Ave., Wakefield

Dear Councilor Butt:

I am writing on behalf of Stark Village, LLC, owner and applicant of the proposed affordable homeownership project at 0 Stark Ave.

We are hereby notifying you that we are submitting a Comprehensive Permit Site Approval Application/Homeownership to MassHousing under their Housing Starts/New England Fund 40B program for this project. Enclosed please find a copy of the application and attachments for your records.

Upon issuance of a Project Eligibility Letter (PEL) from MassHousing, the applicant will then apply to the Zoning Board of Appeals for a Comprehensive Permit.

If you have any questions, or need additional information, please call me at (978) 758-0197.

Thank you.

Very truly yours,

Kristen Costa

Kristen E. Costa
Consultant

cc: Scott Green



11 Middlesex Ave., Suite 5, Wilmington, MA 01887 kriscosta@laassoc.com

June 23, 2023

Ms. Margaux LeClair
Counsel / Fair Housing Specialist
Executive Office of Housing & Livable Communities
100 Cambridge St. 3rd Fl., Suite 300
Boston, MA 02114

Re: 0 Stark Ave., Wakefield

Dear Ms. LeClair:

I am writing on behalf of Stark Village, LLC, owner and applicant for the project at 0 Stark Ave. in Wakefield. The applicant is proposing an affordable homeownership project on this property. The project is to be in accordance with Mass General Laws Chapter 40B under the MassHousing Housing Starts/NEF program.

We are hereby notifying EOHLC of the developer's submission of a project eligibility application to MassHousing.

If you have any questions, or need more information, please call me directly at (978) 758-0197.

Thank you.

Very truly yours,

Kristen Costa

Kristen E. Costa
Consultant