

# ARCHITECTURAL ACCESS BOARD - HEARING PACKET

Name **Lodging and Commercial**  
Address **139 Pleasant St.**  
City **Marblehead**

Docket # **C21 - 013**  
Docket # **V24-141**  
Hearing **5/11/2026**  
Time of hearing **2:00 PM**

Type of Complaint Bldg

Complaint's Name Architectural Access

Complaint ? Yes Variance ? Yes

Jurisdiction: 3.4 Change in Use

**Exhibit: 1**

V24-141 & C21-01

AAB 1-126

Building Permits:

Assessed Value:

## Complaints to be Addressed:

Complaint - 25.1 All public entrance(s) of a building or tenancy in a building shall be accessible.

Variance - 26.6 Petitioner seeks relief from: A minimum clear floor area shall be provided on both sides of all doors and gates

On June 21, 2021 the Board received a letter from a member of the Marblehead Commission on Disabilities with the outlining that in 2018 (V18-298) an application for variance was submitted for the above referenced address, it was denied and then a time variance was applied for and subsequently withdrawn, with the Petitioner citing a change of use in the building from commercial to residential. The petitioner then applied with local ZBA with the building being mixed-use residential/commercial instead of just commercial. (See AAB 114-125)

On August 11, 2021, a First Notice was sent to all appropriate parties, and the Board received a response from the Petitioner on August 18, 2021 (See AAB 111-113)

On October 6, 2021, a Stipulated Order was sent to all appropriate parties on November 6, 2021, the Board received a response from the Petitioner stating they would apply for a variance (See AAB 105-110)

On February 20, 2024, a Second Notice was sent to all appropriate parties (See AAB 99-104)

On March 5, 2024, the Board received a response from the Petitioner (See AAB 96-98)

On July 26, 2024, the Board received an application for variance and at the August 12, 2024, meeting the Board voted to Continue for more information (See AAB 65-95)

On December 2, 2024, the Board received additional information and on December 16, 2024, meeting the Board voted to Schedule a hearing. On December 19, 2024, a Notice of Hearing was sent to all appropriate parties (See AAB 51-64)

Hearing Packet Additions following April 7, 2025 – Variance Hearing:

On April 10, 2025, the Board issued an Order for additional information to the Respondent (See AAB 49)

On December 19, 2025, the Board scheduled a Fine Hearing for May 11, 2026, at 2:00 PM. All relevant parties were informed (See AAB 45-48)

On January 2, 2026. The Respondent notified the Board that business that Occupied the space had since closed and no longer a storefront use for the public. (See AAB 32-44)

On February 10, 2026, the Board staff informed the Respondent that the Fine Hearing was still needed. (See AAB 29-31)

On May 4, 2026, a Reminder for Fine Hearing was sent to all relevant parties (See AAB 28)

On May 5, 2026, the Board received a forwarded email to request the Withdrawal of  
Variance Application (original sent on April 15, 2026 – not received by staff) (see AAB 4-27)

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## Machado, Victor (DPL)

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**From:** Griffin, Molly (DPL)  
**Sent:** Tuesday, May 5, 2026 8:50 AM  
**To:** Machado, Victor (DPL)  
**Subject:** Fw: 139 Pleasant S Marblehead MA Variance Application Withdrawal  
**Attachments:** Exhibits F\_ 139 Pleasant St Marblehead.pdf

Hi Victor,

I just received these from Attorney Roth did you originally receive these? I did not when I looked back in my inbox. But, they are requesting a withdrawal. Let me know what you think, I can also loop in Will too just let me know.

Thanks!

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**From:** Elizabeth Roth <eroth@rothlawyers.com>  
**Sent:** Tuesday, May 5, 2026 8:45 AM  
**To:** Griffin, Molly (DPL) <Molly.Griffin@mass.gov>  
**Subject:** FW: 139 Pleasant S Marblehead MA Variance Application Withdrawal

**CAUTION:** This email originated from a sender outside of the Commonwealth of Massachusetts mail system. Do not click on links or open attachments unless you recognize the sender and know the content is safe.

Hello Again, Molly:

Here is email 2 of 2 regarding resending the Exhibit F for the above matter.

Beth Roth



Elizabeth A. Roth, Esq.

Roth and Associates PLLC

**Salem, NH Office:**

Breckenridge Plaza

264B N. Broadway (Rt. 28)

Unit 204, STE B

Salem, NH 03079

(Direct line) 603-401-0121

[eroth@rothlawyers.com](mailto:eroth@rothlawyers.com)

**Lowell, MA Office:**

Kitson Business Center at The American Textile Museum

491 Dutton Street, Suite 206

Lowell, MA 01854

(Direct line) 603-401-0121

[eroth@rothlawyers.com](mailto:eroth@rothlawyers.com)

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**From:** Elizabeth Roth

**Sent:** Tuesday, May 5, 2026 8:40 AM

**To:** A W <osubuckeye59@gmail.com>

**Subject:** FW: 139 Pleasant S Marblehead MA Variance Application Withdrawal

Allen:

I just spoke with Molly. She said that she had no record of receiving this email or the formal packet that I sent via U.S. Mail 10 days ago to the Board as Back up.

I will continue to keep you informed.

Beth

Elizabeth A. Roth, Esq.

Roth and Associates PLLC

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[eroth@rothlawyers.com](mailto:eroth@rothlawyers.com)

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**From:** Elizabeth Roth

**Sent:** Tuesday, May 5, 2026 8:37 AM

**To:** [molly.griffin@mass.gov](mailto:molly.griffin@mass.gov)

**Cc:** [Victor.Machado@mass.gov](mailto:Victor.Machado@mass.gov)

**Subject:** FW: 139 Pleasant S Marblehead MA Variance Application Withdrawal

Hello Molly:

Please send me an email that verifies receipt of receiving this correspondence.

Sincerely,

Beth Roth

Elizabeth A. Roth, Esq.

Roth and Associates PLLC

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**From:** Elizabeth Roth  
**Sent:** Wednesday, April 15, 2026 9:55 AM  
**To:** [Victor.Machado@mass.gov](mailto:Victor.Machado@mass.gov)  
**Cc:** [molly.griffin@mass.gov](mailto:molly.griffin@mass.gov)  
**Subject:** 139 Pleasant S Marblehead MA Variance Application Withdrawal

Hello Mr. Machado and Ms. Griffin:

Attached please find the written request and documentation in support of Mr. Warren's request for Withdrawal of his Variance Application. Please contact me directly with any questions.

Thank you for your direction, Ms. Griffin.

Regards,

Beth Roth

Elizabeth A. Roth, Esq.

Roth and Associates PLLC

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EXHIBIT F

Rental Agreements for Long term Rentals Showing Property Rented

11/1/25-5/3/26

Renewal Pending Signature

Please Note: Restrictions in Section 1

In Support of #11: Allen Warren's Affidavit

# Residential Lease Agreement

THIS LEASE (the "Lease") dated this 20th (twentieth) day of October, 2025

BETWEEN:

Valerie and Allen Warren

(the "Landlord")

OF THE FIRST PART

- AND-

Diane Lamonde

(the "Tenant")

OF THE SECOND PART

IN CONSIDERATION OF the Landlord leasing certain premises to the Tenant, the Tenant leasing those premises from the Landlord and the mutual benefits and obligations provided in this Lease, the receipt and sufficiency of which consideration is hereby acknowledged, the parties to this Lease agree as follows:

## Leased Property

1. The Landlord agrees to rent to the Tenant the designated residential Rental Property area located on the 1st, 2nd and 3rd floors, municipally located at 139 Pleasant St, Marblehead, MA 01945, USA (the "designated Rental Property area"), for use as residential premises only. Neither the designated Rental Property area nor any part of the designated Rental Property area will be used at any time during the term of this Lease by Tenant for the purpose of a storefront open to the public and carrying on any business, profession, or trade of any kind.
2. Subject to the provisions of this Lease, apart from the Tenant and the Tenant's immediate family members, no other persons will live in the designated Rental Property area without the prior written permission of the Landlord.
3. No guests of the Tenants may occupy the designated Rental Property area for longer than one week without the prior written consent of the Landlord.
4. Tenant is prohibited from subletting any of the Rental Property grounds.
5. 1 cat is allowed to be kept in or about the designated Rental Property area with an initial security deposit of \$1,000.00.

6. The Tenant agrees and acknowledges that the designated Rental Property area has been designated as a smoke-free living environment. The Tenant and members of Tenant's household will not smoke anywhere in the designated Rental Property area nor permit any guests or visitors to smoke in the designated Rental Property area.

**Term**

7. The term of the Lease commences at 12:00 noon on November 1, 2025 and ends at 12:00 noon on May 31, 2026.

**Rent**

8. Subject to the provisions of this Lease, the rent for the designated Rental Property area is \$3,500.00 per month (the "Rent").
9. The Tenant will pay the Rent on or before the 1st day of each and every month of the term of this Lease to the Landlord by depositing a check to the National Grand Bank located at 91 Pleasant St, Marblehead, MA 01945, USA into the account as designated by the Landlord.
10. The Tenant will be charged an additional amount of \$300.00 per infraction for any late Rent.

**Security Deposit**

11. On execution of this Lease, the Tenant will pay the Landlord a security deposit of \$3,500.00 (the "Security Deposit").
12. The Landlord will hold the Security Deposit at an interest bearing account solely devoted to security deposits at National Grand Back located at 91 Pleasant St, Marblehead, MA 01945, USA.
13. The Landlord will return the Security Deposit at the end of this tenancy, less such deductions as provided in this Lease but no deduction will be made for damage due to reasonable wear and tear nor for any deduction prohibited by the applicable legislation of the Commonwealth of Massachusetts (the "Act").
14. During the term of this Lease or after its termination, the Landlord may charge the Tenant or make deductions from the Security Deposit for any or all of the following:
- a. repair of walls due to plugs, large nails or any unreasonable number of holes in the walls including the repainting of such damaged walls;
  - b. repainting required to repair the results of any other improper use or excessive damage by the Tenant;
  - c. unplugging toilets, sinks and drains;
  - d. replacing damaged or missing doors, windows, screens, mirrors or light fixtures;
  - e. repairing cuts, burns, or water damage to linoleum, rugs, and other areas;
  - f. any other repairs or cleaning due to any damage beyond normal wear and tear caused or permitted by the Tenant or by any person whom the Tenant is responsible for;

- g. the cost of extermination where the Tenant or the Tenant's guests have brought or allowed insects into the Designated Rental Property area or building;
- h. repairs and replacement required where windows are left open which have caused plumbing to freeze, or rain or water damage to floors or walls;
- i. any other purpose allowed under this Lease or the Act.

For the purpose of this clause, the Landlord may charge the Tenant for professional cleaning and repairs if the Tenant has not made alternate arrangements with the Landlord.

15. The Tenant may not use the Security Deposit as payment for the Rent.

### **Quiet Enjoyment**

16. The Landlord covenants that on paying the Rent and performing the covenants contained in this Lease, the Tenant will peacefully and quietly have, hold, and enjoy the Designated Rental Property area for the agreed term.

### **Inspections**

17. At all reasonable times during the term of this Lease and any renewal of this Lease, the Landlord and its agents may enter the Designated Rental Property area to make inspections or repairs, or to show the Designated Rental Property area to prospective tenants or purchasers in compliance with the Act.

### **Tenant Improvements**

18. The Tenant will obtain written permission from the Landlord before doing any of the following:
- a. applying adhesive materials, or inserting nails or hooks in walls or ceilings other than two small picture hooks per wall;
  - b. painting, wallpapering, redecorating or in any way significantly altering the appearance of the Designated Rental Property area;
  - c. removing or adding walls, or performing any structural alterations;
  - d. installing a waterbed(s);
  - e. changing the amount of heat or power normally used on the Property as well as installing additional electrical wiring or heating units;
  - f. placing or exposing or allowing to be placed or exposed anywhere inside or outside the Designated Rental Property area any placard, notice or sign for advertising or any other purpose; or
  - g. affixing to or erecting upon or near the Designated Rental Property area any radio or TV antenna or tower.

### **Utilities and Other Charges**

19. The Tenant is responsible for the payment of all utilities and other charges in relation to the Designated Rental Property area: Electricity, Natural Gas, Internet, Water and Sewer.

### **Insurance**

20. The Tenant is hereby advised and understands that the personal designated Rental Property area of the Tenant is not insured by the Landlord for either damage or loss, and the Landlord assumes no liability for any such loss. The Tenant will obtain insurance for the personal designated Rental Property area of the Tenant to the benefit of the Tenant. The Tenant will also insure the Designated Rental Property area for liability insurance to the benefit of the Tenant and the Landlord.

### **Abandonment**

21. If at any time during the term of this Lease, the Tenant abandons the Designated Rental Property area or any part of the Designated Rental Property area, the Landlord may, at its option, enter the Designated Rental Property area by any means without being liable for any prosecution for such entering, and without becoming liable to the Tenant for damages or for any payment of any kind whatever, and may, at the Landlord's discretion, as agent for the Tenant, rent the Designated Rental Property area, or any part of the Designated Rental Property area, for the whole or any part of the then unexpired term, and may receive and collect all rent payable by virtue of such renting, and, at the Landlord's option, hold the Tenant liable for any difference between the Rent that would have been payable under this Lease during the balance of the unexpired term, if this Lease had continued in force, and the net rent for such period realized by the Landlord by means of the renting. If the Landlord's right of re-entry is exercised following abandonment of the Designated Rental Property area by the Tenant, then the Landlord may consider any personal designated Rental Property area belonging to the Tenant and left on the Designated Rental Property area to also have been abandoned, in which case the Landlord may dispose of all such personal designated Rental Property area in any manner the Landlord will deem proper and is relieved of all liability for doing so.

### **Attorney Fees**

22. In the event that any action is filed in relation to this Lease, the unsuccessful party in the action will pay to the successful party, in addition to all the sums that either party may be called on to pay a reasonable sum for the successful party's attorney fees.

### **Governing Law**

23. It is the intention of the parties to this Lease that the tenancy created by this Lease and the performance under this Lease, and all suits and special proceedings under this Lease, be construed in accordance with and governed, to the exclusion of the law of any other forum, by the laws of the Commonwealth of Massachusetts, without regard to the jurisdiction in which any action or special proceeding may be instituted.

### **Severability**

24. If there is a conflict between any provision of this Lease and the Act, the Act will prevail and such provisions of the Lease will be amended or deleted as necessary in order to comply with the Act. Further, any provisions that are required by the Act are incorporated into this Lease.
25. In the event that any of the provisions of this Lease will be held to be invalid or unenforceable in whole or in part, those provisions to the extent enforceable and all other provisions will nevertheless continue to be valid and enforceable as though the invalid or unenforceable parts had not been included in this Lease and the remaining provisions had been executed by both parties subsequent to the expungement of the invalid provision.

### **Amendment of Lease**

26. Any amendment or modification of this Lease or additional obligation assumed by either party in connection with this Lease will only be binding if evidenced in writing signed by each party or an authorized representative of each party.

### **Additional Clause**

27. Initial rental period will be 7 months with an option for renewal.

### **Damage to Designated Rental Property area**

28. If the Designated Rental Property area, or any part of the Designated Rental Property area, will be partially damaged by fire or other casualty not due to the Tenant's negligence or willful act or that of the Tenant's employee, family, agent, or visitor, the Designated Rental Property area will be promptly repaired by the Landlord and there will be an abatement of Rent corresponding with the time during which, and the extent to which, the Designated Rental Property area may have been untenable. However, if the Designated Rental Property area should be damaged other than by the Tenant's negligence or willful act or that of the Tenant's employee, family, agent, or visitor and the Landlord decides not to rebuild or repair the Designated Rental Property area, the Landlord may end this Lease by giving appropriate notice.

### **Care and Use of Designated Rental Property area**

29. The Tenant will promptly notify the Landlord of any damage, or of any situation that may significantly interfere with the normal use of the Designated Rental Property area or to any furnishings supplied by the Landlord.
30. The Tenant will be responsible for any damage other than normal wear and tear to any furnishings supplied by the Landlord.
31. The Tenant will not make (or allow to be made) any noise or nuisance which, in the reasonable opinion of the Landlord, disturbs the comfort or convenience of other tenants.

32. The Tenant will keep the Designated Rental Property area reasonably clean.
33. The Tenant will dispose of its trash in a timely, tidy, proper and sanitary manner.
34. The Tenant will not engage in any illegal trade or activity on or about the Designated Rental Property area.
35. The Landlord and Tenant will comply with standards of health, sanitation, fire, housing and safety as required by law.
36. The Tenant agrees that no signs will be placed or painting done on or about the Designated Rental Property area by the Tenant or at the Tenant's direction without the prior, express, and written consent of the Landlord. Notwithstanding the above provision, the Tenant may place election signs on the Designated Rental Property area during the appropriate time periods.
37. The hallways, passages and stairs of the building in which the Designated Rental Property area is situated will be used for no purpose other than going to and from the Designated Rental Property area and the Tenant will not in any way encumber those areas with boxes, furniture or other material or place or leave rubbish in those areas and other areas used in common with any other tenant.
38. Footwear which are soiled or wet should be removed at the entrance to the building in which the Designated Rental Property area is located and taken into the Tenant's Designated Rental Property area.
39. At the expiration of the term of this Lease, the Tenant will quit and surrender the Designated Rental Property area in as good a state and condition as they were at the commencement of this Lease, reasonable use and wear and tear excepted.

#### **Carbon Monoxide Alarm**

40. Prior to the Tenant taking possession of the Designated Rental Property area, the Landlord will ensure that any carbon monoxide alarm in place is operational. Upon possession, the Landlord will provide the Tenant with working batteries, for all carbon monoxide alarms. The Landlord will be responsible for the repair and replacement of any missing or nonfunctional carbon monoxide alarm upon written request of the Tenant.
41. The Tenant will keep, test, and maintain in good repair all the carbon monoxide alarms in the Designated Rental Property area. The Tenant must provide the Landlord or the Landlord's agent with a written notice if any carbon monoxide alarm needs its batteries replaced or if the alarm is stolen, removed, missing, or not operational. Further, the Tenant must notify the Landlord, or its agent, in writing of any deficiency in any carbon monoxide alarm that the Tenant is unable to fix.
42. No person may remove any batteries from, or in any way render inoperable, a carbon monoxide alarm except as part of the process to inspect, maintain, repair or replace the alarm or batteries in the alarm.

### **Prohibited Activities and Materials**

43. The Tenant will not keep or have on the designated Rental Property area any article or thing of a dangerous, flammable or explosive character that might unreasonably increase the danger of fire on the Designated Rental Property area or that might be considered hazardous by any responsible insurance company.
44. The Tenant will not perform any activity on the Designated Rental Property area or have on the designated Rental Property area any article or thing that the Landlord's insurance company considers increases any insured risk such that the insurance company denies coverage or increases the insurance premium.
45. The Tenant is prohibited from:
  - a. the storage of expensive articles on the Designated Rental Property area if it creates an increased security risk; and
  - b. the growing of, or storage of, medical marijuana on the Designated Rental Property area.
46. The Tenant shall pay all utilities within 2 weeks of receiving billing statements for each from Landlord.

### **Rules and Regulations**

47. The Tenant will obey all rules and regulations of the Landlord regarding the Designated Rental Property area.

### **Address for Notice**

48. For any matter relating to this tenancy, the Tenant may be contacted at the Designated Rental Property area. After this tenancy has been terminated, the Tenant may be contacted at the Designated Rental Property area or at such other address as the Tenant may advise. At all times, the Tenant may also be contacted or served at or through the phone number below:
  - a. Phone: (603) 479-8271.
49. For any matter relating to this tenancy, whether during or after this tenancy has been terminated, the Landlord's address for notice is:
  - a. Name: Valerie and Allen Warren.
  - b. Address: 98 Harlem St SE, Bandon, OR 97411.
  - c. The contact information for the Landlord is:
    - i. Phone: (503) 781-0511
    - ii. Email address: allenn.e.warren@gmail.com

## General Provisions

50. All monetary amounts stated or referred to in this Lease are based in the United States dollar.
51. Any waiver by the Landlord of any failure by the Tenant to perform or observe the provisions of this Lease will not operate as a waiver of the Landlord's rights under this Lease in respect of any subsequent defaults, breaches or non-performance and will not defeat or affect in any way the Landlord's rights in respect of any subsequent default or breach.
52. This Lease will extend to and be binding upon and inure to the benefit of the respective heirs, executors, administrators, successors and assigns, as the case may be, of each party to this Lease. All covenants are to be construed as conditions of this Lease.
53. All sums payable by the Tenant to the Landlord pursuant to any provision of this Lease will be deemed to be additional rent and will be recovered by the Landlord as rental arrears.
54. Where there is more than one Tenant executing this Lease, all Tenants are jointly and severally liable for each other's acts, omissions and liabilities pursuant to this Lease.
55. Locks may not be added or changed without the prior written agreement of both the Landlord and the Tenant, or unless the changes are made in compliance with the Act.
56. The Tenant will be charged an additional amount of \$25.00 for each N.S.F. check or checks returned by the Tenant's financial institution.
57. Headings are inserted for the convenience of the parties only and are not to be considered when interpreting this Lease. Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.
58. This Lease and the Tenant's leasehold interest under this Lease are and will be subject, subordinate, and inferior to any liens or encumbrances now or hereafter placed on the Designated Rental Property area by the Landlord, all advances made under any such liens or encumbrances, the interest payable on any such liens or encumbrances, and any and all renewals or extensions such liens or encumbrances.
59. This Lease may be executed in counterparts. Facsimile signatures are binding and are considered to be original signatures.
60. This Lease will constitute the entire agreement between the Landlord and the Tenant. Any prior understanding or representation of any kind preceding the date of this Lease will not be binding on either party except to the extent incorporated in this Lease.
61. The Tenant will indemnify and save the Landlord, and the owner of the Designated Rental Property area where different from the Landlord, harmless from all liabilities, fines, suits, claims, demands and actions of any kind or nature for which the Landlord will or may become liable or suffer by reason of any breach, violation or non-performance by the Tenant or by any person for whom the Tenant is responsible, of any covenant, term, or provisions hereof or by reason of any act, neglect or default on the part of the Tenant or other person for whom the Tenant is responsible. Such indemnification in

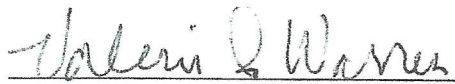
respect of any such breach, violation or non-performance, damage to designated Rental Property area, injury or death occurring during the term of the Lease will survive the termination of the Lease, notwithstanding anything in this Lease to the contrary.

62. The Tenant agrees that the Landlord will not be liable or responsible in any way for any personal injury or death that may be suffered or sustained by the Tenant or by any person for whom the Tenant is responsible who may be on the Designated Rental Property area of the Landlord or for any loss of or damage or injury to any designated Rental Property area, including cars and contents thereof belonging to the Tenant or to any other person for whom the Tenant is responsible.
63. The Tenant is responsible for any person or persons who are upon or occupying the Designated Rental Property area or any other part of the Landlord's premises at the request of the Tenant, either express or implied, whether for the purposes of visiting the Tenant, making deliveries, repairs or attending upon the Designated Rental Property area for any other reason. Without limiting the generality of the foregoing, the Tenant is responsible for all members of the Tenant's family, guests, servants, tradesmen, repairmen, employees, agents, invitees or other similar persons.
64. During the last 30 days of this Lease, the Landlord or the Landlord's agents will have the privilege of displaying the usual 'For Sale' or 'For Rent' or 'Vacancy' signs on the Designated Rental Property area.
65. Time is of the essence in this Lease. Every calendar day except Saturday, Sunday or U.S. national holidays will be deemed a business day and all relevant time periods in this Lease will be calculated in business days. Performance will be due the next business day, if any deadline falls on a Saturday, Sunday or a national holiday. A business day ends at five p.m. local time in the time zone in which the Designated Rental Property area is situated.

IN WITNESS WHEREOF The parties have duly affixed their signatures on this 20th (twentieth) day of October 2025.



Renter: Diane Lamonde



Landlord: Valerie Warren



Landlord: Allen Warren

62.

## Residential Lease Agreement

**THIS LEASE (the "Lease") dated this 10th (tenth) day of March, 2025**

**BETWEEN:**

Valerie and Allen Warren

(the "Landlord")

OF THE FIRST PART

- AND -

Nicholas Rancis & Laura Holzem

(the "Tenant")

OF THE SECOND PART

**IN CONSIDERATION OF** the Landlord leasing certain premises to the Tenant, the Tenant leasing those premises from the Landlord and the mutual benefits and obligations provided in this Lease, the receipt and sufficiency of which consideration is hereby acknowledged, the parties to this Lease agree as follows:

### Leased Property

1. The Landlord agrees to rent to the Tenant the designated residential Rental Property area located on the 2nd and 3rd floors, municipally located at 139 Pleasant St, Marblehead, MA 01945, USA (the "designated Rental Property area"), for use as residential premises only. Neither the designated Rental Property area nor any part of the designated Rental Property area will be used at any time during the term of this Lease by Tenant for the purpose of carrying on any business, profession, or trade of any kind, or for the purpose other than as a private single-family residence.
2. Subject to the provisions of this Lease, apart from the Tenant and the Tenant's immediate family members, no other persons will live in the designated Rental Property area without the prior written permission of the Landlord.
3. No guests of the Tenants may occupy the designated Rental Property area for longer than one week without the prior written consent of the Landlord.
4. No pets or animals are allowed to be kept in or about the designated Rental Property area without the prior written permission of the Landlord. Upon thirty (30) days' notice, the Landlord may revoke any consent previously given pursuant to this clause.

5. The Tenant agrees and acknowledges that the designated Rental Property area has been designated as a smoke-free living environment. The Tenant and members of Tenant's household will not smoke anywhere in the designated Rental Property area nor permit any guests or visitors to smoke in the designated Rental Property area.

**Term**

6. The term of the Lease commences at 12:00 noon on April 1, 2025 and ends at 12:00 noon on June 30, 2025.

**Rent**

7. Subject to the provisions of this Lease, the rent for the designated Rental Property area is \$3,000.00 per month (the "Rent").
8. The Tenant will pay the Rent on or before the 1st day of each and every month of the term of this Lease to the Landlord at 139 JERSEY ST or at such other place as the Landlord may later designate.
9. The Tenant will be charged an additional amount of \$300.00 per infraction for any late Rent.

**Security Deposit**

10. On execution of this Lease, the Tenant will pay the Landlord a security deposit of \$3,000.00 (the "Security Deposit").
11. The Landlord will hold the Security Deposit at an interest bearing account solely devoted to security deposits at National Grand Back located at 91 Pleasant St, Marblehead, MA 01945, USA.
12. The Landlord will return the Security Deposit at the end of this tenancy, less such deductions as provided in this Lease but no deduction will be made for damage due to reasonable wear and tear nor for any deduction prohibited by the applicable legislation of the Commonwealth of Massachusetts (the "Act").
13. During the term of this Lease or after its termination, the Landlord may charge the Tenant or make deductions from the Security Deposit for any or all of the following:
  - a. repair of walls due to plugs, large nails or any unreasonable number of holes in the walls including the repainting of such damaged walls;
  - b. repainting required to repair the results of any other improper use or excessive damage by the Tenant;
  - c. unplugging toilets, sinks and drains;
  - d. replacing damaged or missing doors, windows, screens, mirrors or light fixtures;
  - e. repairing cuts, burns, or water damage to linoleum, rugs, and other areas;
  - f. any other repairs or cleaning due to any damage beyond normal wear and tear caused or permitted by the Tenant or by any person whom the Tenant is responsible for;

- g. the cost of extermination where the Tenant or the Tenant's guests have brought or allowed insects into the Designated Rental Property area or building;
- h. repairs and replacement required where windows are left open which have caused plumbing to freeze, or rain or water damage to floors or walls;
- i. any other purpose allowed under this Lease or the Act.

For the purpose of this clause, the Landlord may charge the Tenant for professional cleaning and repairs if the Tenant has not made alternate arrangements with the Landlord.

14. The Tenant may not use the Security Deposit as payment for the Rent.

### **Quiet Enjoyment**

15. The Landlord covenants that on paying the Rent and performing the covenants contained in this Lease, the Tenant will peacefully and quietly have, hold, and enjoy the Designated Rental Property area for the agreed term.

### **Inspections**

16. At all reasonable times during the term of this Lease and any renewal of this Lease, the Landlord and its agents may enter the Designated Rental Property area to make inspections or repairs, or to show the Designated Rental Property area to prospective tenants or purchasers in compliance with the Act.

### **Tenant Improvements**

17. The Tenant will obtain written permission from the Landlord before doing any of the following:
- a. applying adhesive materials, or inserting nails or hooks in walls or ceilings other than two small picture hooks per wall;
  - b. painting, wallpapering, redecorating or in any way significantly altering the appearance of the Designated Rental Property area;
  - c. removing or adding walls, or performing any structural alterations;
  - d. installing a waterbed(s);
  - e. changing the amount of heat or power normally used on the Property as well as installing additional electrical wiring or heating units;
  - f. placing or exposing or allowing to be placed or exposed anywhere inside or outside the Designated Rental Property area any placard, notice or sign for advertising or any other purpose; or
  - g. affixing to or erecting upon or near the Designated Rental Property area any radio or TV antenna or tower.

### **Utilities and Other Charges**

18. The Landlord is responsible for the payment of the following utilities and other charges in relation to the Designated Rental Property area: Internet, Water and Sewer.

**Insurance**

19. The Tenant is hereby advised and understands that the personal designated Rental Property area of the Tenant is not insured by the Landlord for either damage or loss, and the Landlord assumes no liability for any such loss. The Tenant will obtain insurance for the personal designated Rental Property area of the Tenant to the benefit of the Tenant. The Tenant will also insure the Designated Rental Property area for liability insurance to the benefit of the Tenant and the Landlord.

**Abandonment**

20. If at any time during the term of this Lease, the Tenant abandons the Designated Rental Property area or any part of the Designated Rental Property area, the Landlord may, at its option, enter the Designated Rental Property area by any means without being liable for any prosecution for such entering, and without becoming liable to the Tenant for damages or for any payment of any kind whatever, and may, at the Landlord's discretion, as agent for the Tenant, rent the Designated Rental Property area, or any part of the Designated Rental Property area, for the whole or any part of the then unexpired term, and may receive and collect all rent payable by virtue of such renting, and, at the Landlord's option, hold the Tenant liable for any difference between the Rent that would have been payable under this Lease during the balance of the unexpired term, if this Lease had continued in force, and the net rent for such period realized by the Landlord by means of the renting. If the Landlord's right of re-entry is exercised following abandonment of the Designated Rental Property area by the Tenant, then the Landlord may consider any personal designated Rental Property area belonging to the Tenant and left on the Designated Rental Property area to also have been abandoned, in which case the Landlord may dispose of all such personal designated Rental Property area in any manner the Landlord will deem proper and is relieved of all liability for doing so.

**Attorney Fees**

21. In the event that any action is filed in relation to this Lease, the unsuccessful party in the action will pay to the successful party, in addition to all the sums that either party may be called on to pay a reasonable sum for the successful party's attorney fees.

**Governing Law**

22. It is the intention of the parties to this Lease that the tenancy created by this Lease and the performance under this Lease, and all suits and special proceedings under this Lease, be construed in accordance with and governed, to the exclusion of the law of any other forum, by the laws of the Commonwealth of Massachusetts, without regard to the jurisdiction in which any action or special proceeding may be instituted.

### **Severability**

23. If there is a conflict between any provision of this Lease and the Act, the Act will prevail and such provisions of the Lease will be amended or deleted as necessary in order to comply with the Act. Further, any provisions that are required by the Act are incorporated into this Lease.
24. In the event that any of the provisions of this Lease will be held to be invalid or unenforceable in whole or in part, those provisions to the extent enforceable and all other provisions will nevertheless continue to be valid and enforceable as though the invalid or unenforceable parts had not been included in this Lease and the remaining provisions had been executed by both parties subsequent to the expungement of the invalid provision.

### **Amendment of Lease**

25. Any amendment or modification of this Lease or additional obligation assumed by either party in connection with this Lease will only be binding if evidenced in writing signed by each party or an authorized representative of each party.

### **Additional Clause**

26. Initial rental period will be 3 months followed by month-to-month.

### **Damage to Designated Rental Property area**

27. If the Designated Rental Property area, or any part of the Designated Rental Property area, will be partially damaged by fire or other casualty not due to the Tenant's negligence or willful act or that of the Tenant's employee, family, agent, or visitor, the Designated Rental Property area will be promptly repaired by the Landlord and there will be an abatement of Rent corresponding with the time during which, and the extent to which, the Designated Rental Property area may have been untenable. However, if the Designated Rental Property area should be damaged other than by the Tenant's negligence or willful act or that of the Tenant's employee, family, agent, or visitor and the Landlord decides not to rebuild or repair the Designated Rental Property area, the Landlord may end this Lease by giving appropriate notice.

### **Care and Use of Designated Rental Property area**

28. The Tenant will promptly notify the Landlord of any damage, or of any situation that may significantly interfere with the normal use of the Designated Rental Property area or to any furnishings supplied by the Landlord.
29. The Tenant will be responsible for any damage other than normal wear and tear to any furnishings supplied by the Landlord.
30. The Tenant will not make (or allow to be made) any noise or nuisance which, in the reasonable opinion of the Landlord, disturbs the comfort or convenience of other tenants.

31. The Tenant will keep the Designated Rental Property area reasonably clean.
32. The Tenant will dispose of its trash in a timely, tidy, proper and sanitary manner.
33. The Tenant will not engage in any illegal trade or activity on or about the Designated Rental Property area.
34. The Landlord and Tenant will comply with standards of health, sanitation, fire, housing and safety as required by law.
35. The Tenant agrees that no signs will be placed or painting done on or about the Designated Rental Property area by the Tenant or at the Tenant's direction without the prior, express, and written consent of the Landlord. Notwithstanding the above provision, the Tenant may place election signs on the Designated Rental Property area during the appropriate time periods.
36. The hallways, passages and stairs of the building in which the Designated Rental Property area is situated will be used for no purpose other than going to and from the Designated Rental Property area and the Tenant will not in any way encumber those areas with boxes, furniture or other material or place or leave rubbish in those areas and other areas used in common with any other tenant.
37. Footwear which are soiled or wet should be removed at the entrance to the building in which the Designated Rental Property area is located and taken into the Tenant's Designated Rental Property area.
38. At the expiration of the term of this Lease, the Tenant will quit and surrender the Designated Rental Property area in as good a state and condition as they were at the commencement of this Lease, reasonable use and wear and tear excepted.

#### **Carbon Monoxide Alarm**

39. Prior to the Tenant taking possession of the Designated Rental Property area, the Landlord will ensure that any carbon monoxide alarm in place is operational. Upon possession, the Landlord will provide the Tenant with working batteries, for all carbon monoxide alarms. The Landlord will be responsible for the repair and replacement of any missing or nonfunctional carbon monoxide alarm upon written request of the Tenant.
40. The Tenant will keep, test, and maintain in good repair all the carbon monoxide alarms in the Designated Rental Property area. The Tenant must provide the Landlord or the Landlord's agent with a written notice if any carbon monoxide alarm needs its batteries replaced or if the alarm is stolen, removed, missing, or not operational. Further, the Tenant must notify the Landlord, or its agent, in writing of any deficiency in any carbon monoxide alarm that the Tenant is unable to fix.
41. No person may remove any batteries from, or in any way render inoperable, a carbon monoxide alarm except as part of the process to inspect, maintain, repair or replace the alarm or batteries in the alarm.

**Prohibited Activities and Materials**

- 42. The Tenant will not keep or have on the designated Rental Property area any article or thing of a dangerous, flammable or explosive character that might unreasonably increase the danger of fire on the Designated Rental Property area or that might be considered hazardous by any responsible insurance company.
- 43. The Tenant will not perform any activity on the Designated Rental Property area or have on the designated Rental Property area any article or thing that the Landlord's insurance company considers increases any insured risk such that the insurance company denies coverage or increases the insurance premium.
- 44. The Tenant is prohibited from:
  - a. the storage of expensive articles on the Designated Rental Property area if it creates an increased security risk; and
  - b. the growing of, or storage of, medical marijuana on the Designated Rental Property area.
- 45. The Tenant shall pay electricity and natural gas utilities within 2 weeks of receiving billing statements for each from Landlord.

**Rules and Regulations**

- 46. The Tenant will obey all rules and regulations of the Landlord regarding the Designated Rental Property area.

**Address for Notice**

- 47. For any matter relating to this tenancy, the Tenant may be contacted at the Designated Rental Property area. After this tenancy has been terminated, the Tenant may be contacted at the Designated Rental Property area or at such other address as the Tenant may advise. At all times, the Tenant may also be contacted or served at or through the phone number below:
  - a. Phone: (636) 221-2960.
- 48. For any matter relating to this tenancy, whether during or after this tenancy has been terminated, the Landlord's address for notice is:
  - a. Name: Valerie and Allen Warren.
  - b. Address: 139 JERSEY ST.
  - c. The contact information for the Landlord is:
    - i. Phone: (503) 781-0511
    - ii. Email address: allenn.e.warren@gmail.com

## General Provisions

49. All monetary amounts stated or referred to in this Lease are based in the United States dollar.
50. Any waiver by the Landlord of any failure by the Tenant to perform or observe the provisions of this Lease will not operate as a waiver of the Landlord's rights under this Lease in respect of any subsequent defaults, breaches or non-performance and will not defeat or affect in any way the Landlord's rights in respect of any subsequent default or breach.
51. This Lease will extend to and be binding upon and inure to the benefit of the respective heirs, executors, administrators, successors and assigns, as the case may be, of each party to this Lease. All covenants are to be construed as conditions of this Lease.
52. All sums payable by the Tenant to the Landlord pursuant to any provision of this Lease will be deemed to be additional rent and will be recovered by the Landlord as rental arrears.
53. Where there is more than one Tenant executing this Lease, all Tenants are jointly and severally liable for each other's acts, omissions and liabilities pursuant to this Lease.
54. Locks may not be added or changed without the prior written agreement of both the Landlord and the Tenant, or unless the changes are made in compliance with the Act.
55. The Tenant will be charged an additional amount of \$25.00 for each N.S.F. check or checks returned by the Tenant's financial institution.
56. Headings are inserted for the convenience of the parties only and are not to be considered when interpreting this Lease. Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.
57. This Lease and the Tenant's leasehold interest under this Lease are and will be subject, subordinate, and inferior to any liens or encumbrances now or hereafter placed on the Designated Rental Property area by the Landlord, all advances made under any such liens or encumbrances, the interest payable on any such liens or encumbrances, and any and all renewals or extensions such liens or encumbrances.
58. This Lease may be executed in counterparts. Facsimile signatures are binding and are considered to be original signatures.
59. This Lease will constitute the entire agreement between the Landlord and the Tenant. Any prior understanding or representation of any kind preceding the date of this Lease will not be binding on either party except to the extent incorporated in this Lease.
60. The Tenant will indemnify and save the Landlord, and the owner of the Designated Rental Property area where different from the Landlord, harmless from all liabilities, fines, suits, claims, demands and actions of any kind or nature for which the Landlord will or may become liable or suffer by reason of any breach, violation or non-performance by the Tenant or by any person for whom the Tenant is responsible, of any covenant, term, or provisions hereof or by reason of any act, neglect or default on the part of the Tenant or other person for whom the Tenant is responsible. Such indemnification in

respect of any such breach, violation or non-performance, damage to designated Rental Property area, injury or death occurring during the term of the Lease will survive the termination of the Lease, notwithstanding anything in this Lease to the contrary.

61. The Tenant agrees that the Landlord will not be liable or responsible in any way for any personal injury or death that may be suffered or sustained by the Tenant or by any person for whom the Tenant is responsible who may be on the Designated Rental Property area of the Landlord or for any loss of or damage or injury to any designated Rental Property area, including cars and contents thereof belonging to the Tenant or to any other person for whom the Tenant is responsible.
62. The Tenant is responsible for any person or persons who are upon or occupying the Designated Rental Property area or any other part of the Landlord's premises at the request of the Tenant, either express or implied, whether for the purposes of visiting the Tenant, making deliveries, repairs or attending upon the Designated Rental Property area for any other reason. Without limiting the generality of the foregoing, the Tenant is responsible for all members of the Tenant's family, guests, servants, tradesmen, repairmen, employees, agents, invitees or other similar persons.
63. During the last 30 days of this Lease, the Landlord or the Landlord's agents will have the privilege of displaying the usual 'For Sale' or 'For Rent' or 'Vacancy' signs on the Designated Rental Property area.
64. Time is of the essence in this Lease. Every calendar day except Saturday, Sunday or U.S. national holidays will be deemed a business day and all relevant time periods in this Lease will be calculated in business days. Performance will be due the next business day, if any deadline falls on a Saturday, Sunday or a national holiday. A business day ends at five p.m. local time in the time zone in which the Designated Rental Property area is situated.

**IN WITNESS WHEREOF** The parties have duly affixed their signatures on this 10th (tenth) day of March, 2025.

DocuSigned by:

*Laura C Holzem*

E53633C2A4BB49C...

Renter: Laura Holzem

Signed by:

*Nicholas Rancis*

FAAF4A2EDB68420...

Renter: Nicholas Rancis

DocuSigned by:

*Val Warren*

AF6E4AC663AD461...

Landlord: Valerie Warren

DocuSigned by:

*Allen Warren*

908D27A1C9744FE...

Landlord: Allen Warren

**Machado, Victor (DPL)**

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**From:** Machado, Victor (DPL)  
**Sent:** Monday, May 4, 2026 2:07 PM  
**Cc:** Machado, Victor (DPL)  
**Subject:** FW: C21-013 & V24-141 - Residential and Commercial, 139 Pleasant St, Marblehead  
**Attachments:** C21-013 Fine Hearing.pdf

Hello,

Attached is a reminder of the **Fine Hearing Notice** on **May 11, 2026**, at **2:00 PM** issued by the **Architectural Access Board** regarding accessibility concerns at:

Case Numbers & Location Address:

**C21-013 & V24-141 - Residential and Commercial, 139 Pleasant St, Marblehead**

This email is intended to keep all relevant parties informed.

Regards,  
Victor

**Victor Machado**  
Compliance Officer  
He/Him/His  
**Architectural Access Board**

**Office of Public Safety and Inspections**  
**Division of Occupational Licensure**  
E: [victor.machado@mass.gov](mailto:victor.machado@mass.gov)  
P: (617) 727-0660

1 Federal Street, 6th Floor, Boston, MA 02118  
[www.mass.gov/aab](http://www.mass.gov/aab)

## **Machado, Victor (DPL)**

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**From:** Machado, Victor (DPL)  
**Sent:** Tuesday, February 10, 2026 5:18 PM  
**To:** Allen Warren  
**Cc:** Machado, Victor (DPL)  
**Subject:** RE: C21-013 & V24-141 - Residential and Commercial, 139 Pleasant St, Marblehead

Hello Allen,

Apologies for the delay.

A hearing is still needed to address the issue of timely notification. At the hearing, you will have the opportunity to explain your position directly to the Board.

Best,  
Victor

**Victor Machado**  
Compliance Officer  
He/Him/His  
**Architectural Access Board**

**Office of Public Safety and Inspections**  
**Division of Occupational Licensure**  
E: [victor.machado@mass.gov](mailto:victor.machado@mass.gov)  
P: (617) 727-0660

1 Federal Street, 6th Floor, Boston, MA 02118  
[www.mass.gov/aab](http://www.mass.gov/aab)

---

**From:** Allen Warren <allenedub@gmail.com>  
**Sent:** Friday, January 2, 2026 3:59 PM  
**To:** Machado, Victor (DPL) <Victor.Machado@mass.gov>  
**Subject:** Re: C21-013 & V24-141 - Residential and Commercial, 139 Pleasant St, Marblehead

**CAUTION:** This email originated from a sender outside of the Commonwealth of Massachusetts mail system. Do not click on links or open attachments unless you recognize the sender and know the content is safe.

Victor,

As we discussed in our phone conversation today, January 2nd, my lawyer, Elizabeth Roth, had conveyed to me after our hearing with the Massachusetts Architectural Access Board last year that she was going to submit drawings showing our plan to install an exterior lift, including the request for variance approval

on one minor dimension. I have left a message w/Elizabeth Roth inquiring if she ever sent that information last year

As I also shared in our conversation, on November 1st of last year, the retail business located on the 1st floor of 139 Pleasant St was closed. The attached 'MassTaxConnect.pdf' document from Mass Tax Connect provides evidence the Kindred Spirits business was discontinued as the 'Request to Close the Tax Account' was processed. In addition to closing the business, the entire building, floors #1-#3, is now under a long-term residential contract lease. Of particular note is bulleted item #1: "Neither the designated Rental Property area nor any part of the designated Rental Property area will be used at any time during the term of this Lease by Tenant for the purpose of a storefront open to the public and carrying on any business, profession, or trade of any kind."

Given there is no longer a storefront open to the public or any business being conducted at 139 Pleasant St, and that 100% of the property is now under a long-term residential lease agreement, it would be my understanding the property is no longer subject to 521 CMR requirements, and I am humbly requesting if you could please inquire same with Mr. Joyce when you next have the opportunity to speak with him.

Best regards,

Allen Warren  
mobile: 503-781-0511

On Fri, Dec 19, 2025 at 11:15 AM Machado, Victor (DPL) <[Victor.Machado@mass.gov](mailto:Victor.Machado@mass.gov)> wrote:

Hello,

Attached is the copy of the **Fine Hearing Notice** issued by the **Architectural Access Board** regarding accessibility concerns at:

Case Numbers & Location Address:

**C21-013 & V24-141 - Residential and Commercial, 139 Pleasant St, Marblehead**

This email is intended to keep all relevant parties informed.

Regards,

Victor

**Victor Machado**

Compliance Officer I

He/Him/His

**Architectural Access Board**

**Office of Public Safety and Inspections**

**Division of Occupational Licensure**

E: [victor.machado@mass.gov](mailto:victor.machado@mass.gov)

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**Subject:** Re: C21-013 & V24-141 - Residential and Commercial, 139 Pleasant St, Marblehead  
**Attachments:** MassTaxConnect.pdf; Diane Lamonde 2025 Residential Lease.pdf

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Victor,

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Victor

**Victor Machado**

Compliance Officer I

He/Him/His

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1 Federal Street, 6th Floor, Boston, MA 02118

[www.mass.gov/aab](http://www.mass.gov/aab)

# **Residential Lease Agreement**

**THIS LEASE (the "Lease") dated this 20th (twentieth) day of October, 2025**

**BETWEEN:**

Valerie and Allen Warren

(the "Landlord")

OF THE FIRST PART

**- AND-**

Diane Lamonde

(the "Tenant")

OF THE SECOND PART

**IN CONSIDERATION OF** the Landlord leasing certain premises to the Tenant, the Tenant leasing those premises from the Landlord and the mutual benefits and obligations provided in this Lease, the receipt and sufficiency of which consideration is hereby acknowledged, the parties to this Lease agree as follows:

## **Leased Property**

1. The Landlord agrees to rent to the Tenant the designated residential Rental Property area located on the 1st, 2nd and 3rd floors, municipally located at 139 Pleasant St, Marblehead, MA 01945, USA (the "designated Rental Property area"), for use as residential premises only. Neither the designated Rental Property area nor any part of the designated Rental Property area will be used at any time during the term of this Lease by Tenant for the purpose of a storefront open to the public and carrying on any business, profession, or trade of any kind.
2. Subject to the provisions of this Lease, apart from the Tenant and the Tenant's immediate family members, no other persons will live in the designated Rental Property area without the prior written permission of the Landlord.
3. No guests of the Tenants may occupy the designated Rental Property area for longer than one week without the prior written consent of the Landlord.
4. Tenant is prohibited from subletting any of the Rental Property grounds.
5. 1 cat is allowed to be kept in or about the designated Rental Property area with an initial security deposit of \$1,000.00.

6. The Tenant agrees and acknowledges that the designated Rental Property area has been designated as a smoke-free living environment. The Tenant and members of Tenant's household will not smoke anywhere in the designated Rental Property area nor permit any guests or visitors to smoke in the designated Rental Property area.

**Term**

7. The term of the Lease commences at 12:00 noon on November 1, 2025 and ends at 12:00 noon on May 31, 2026.

**Rent**

8. Subject to the provisions of this Lease, the rent for the designated Rental Property area is \$3,500.00 per month (the "Rent").
9. The Tenant will pay the Rent on or before the 1st day of each and every month of the term of this Lease to the Landlord by depositing a check to the National Grand Bank located at 91 Pleasant St, Marblehead, MA 01945, USA into the account as designated by the Landlord.
10. The Tenant will be charged an additional amount of \$300.00 per infraction for any late Rent.

**Security Deposit**

11. On execution of this Lease, the Tenant will pay the Landlord a security deposit of \$3,500.00 (the "Security Deposit").
12. The Landlord will hold the Security Deposit at an interest bearing account solely devoted to security deposits at National Grand Back located at 91 Pleasant St, Marblehead, MA 01945, USA.
13. The Landlord will return the Security Deposit at the end of this tenancy, less such deductions as provided in this Lease but no deduction will be made for damage due to reasonable wear and tear nor for any deduction prohibited by the applicable legislation of the Commonwealth of Massachusetts (the "Act").
14. During the term of this Lease or after its termination, the Landlord may charge the Tenant or make deductions from the Security Deposit for any or all of the following:
- a. repair of walls due to plugs, large nails or any unreasonable number of holes in the walls including the repainting of such damaged walls;
  - b. repainting required to repair the results of any other improper use or excessive damage by the Tenant;
  - c. unplugging toilets, sinks and drains;
  - d. replacing damaged or missing doors, windows, screens, mirrors or light fixtures;
  - e. repairing cuts, burns, or water damage to linoleum, rugs, and other areas;
  - f. any other repairs or cleaning due to any damage beyond normal wear and tear caused or permitted by the Tenant or by any person whom the Tenant is responsible for;

- g. the cost of extermination where the Tenant or the Tenant's guests have brought or allowed insects into the Designated Rental Property area or building;
- h. repairs and replacement required where windows are left open which have caused plumbing to freeze, or rain or water damage to floors or walls;
- i. any other purpose allowed under this Lease or the Act.

For the purpose of this clause, the Landlord may charge the Tenant for professional cleaning and repairs if the Tenant has not made alternate arrangements with the Landlord.

15. The Tenant may not use the Security Deposit as payment for the Rent.

### **Quiet Enjoyment**

16. The Landlord covenants that on paying the Rent and performing the covenants contained in this Lease, the Tenant will peacefully and quietly have, hold, and enjoy the Designated Rental Property area for the agreed term.

### **Inspections**

17. At all reasonable times during the term of this Lease and any renewal of this Lease, the Landlord and its agents may enter the Designated Rental Property area to make inspections or repairs, or to show the Designated Rental Property area to prospective tenants or purchasers in compliance with the Act.

### **Tenant Improvements**

18. The Tenant will obtain written permission from the Landlord before doing any of the following:
- a. applying adhesive materials, or inserting nails or hooks in walls or ceilings other than two small picture hooks per wall;
  - b. painting, wallpapering, redecorating or in any way significantly altering the appearance of the Designated Rental Property area;
  - c. removing or adding walls, or performing any structural alterations;
  - d. installing a waterbed(s);
  - e. changing the amount of heat or power normally used on the Property as well as installing additional electrical wiring or heating units;
  - f. placing or exposing or allowing to be placed or exposed anywhere inside or outside the Designated Rental Property area any placard, notice or sign for advertising or any other purpose; or
  - g. affixing to or erecting upon or near the Designated Rental Property area any radio or TV antenna or tower.

### **Utilities and Other Charges**

19. The Tenant is responsible for the payment of all utilities and other charges in relation to the Designated Rental Property area: Electricity, Natural Gas, Internet, Water and Sewer.

### **Insurance**

20. The Tenant is hereby advised and understands that the personal designated Rental Property area of the Tenant is not insured by the Landlord for either damage or loss, and the Landlord assumes no liability for any such loss. The Tenant will obtain insurance for the personal designated Rental Property area of the Tenant to the benefit of the Tenant. The Tenant will also insure the Designated Rental Property area for liability insurance to the benefit of the Tenant and the Landlord.

### **Abandonment**

21. If at any time during the term of this Lease, the Tenant abandons the Designated Rental Property area or any part of the Designated Rental Property area, the Landlord may, at its option, enter the Designated Rental Property area by any means without being liable for any prosecution for such entering, and without becoming liable to the Tenant for damages or for any payment of any kind whatever, and may, at the Landlord's discretion, as agent for the Tenant, rent the Designated Rental Property area, or any part of the Designated Rental Property area, for the whole or any part of the then unexpired term, and may receive and collect all rent payable by virtue of such renting, and, at the Landlord's option, hold the Tenant liable for any difference between the Rent that would have been payable under this Lease during the balance of the unexpired term, if this Lease had continued in force, and the net rent for such period realized by the Landlord by means of the renting. If the Landlord's right of re-entry is exercised following abandonment of the Designated Rental Property area by the Tenant, then the Landlord may consider any personal designated Rental Property area belonging to the Tenant and left on the Designated Rental Property area to also have been abandoned, in which case the Landlord may dispose of all such personal designated Rental Property area in any manner the Landlord will deem proper and is relieved of all liability for doing so.

### **Attorney Fees**

22. In the event that any action is filed in relation to this Lease, the unsuccessful party in the action will pay to the successful party, in addition to all the sums that either party may be called on to pay a reasonable sum for the successful party's attorney fees.

### **Governing Law**

23. It is the intention of the parties to this Lease that the tenancy created by this Lease and the performance under this Lease, and all suits and special proceedings under this Lease, be construed in accordance with and governed, to the exclusion of the law of any other forum, by the laws of the Commonwealth of Massachusetts, without regard to the jurisdiction in which any action or special proceeding may be instituted.

### **Severability**

24. If there is a conflict between any provision of this Lease and the Act, the Act will prevail and such provisions of the Lease will be amended or deleted as necessary in order to comply with the Act. Further, any provisions that are required by the Act are incorporated into this Lease.
25. In the event that any of the provisions of this Lease will be held to be invalid or unenforceable in whole or in part, those provisions to the extent enforceable and all other provisions will nevertheless continue to be valid and enforceable as though the invalid or unenforceable parts had not been included in this Lease and the remaining provisions had been executed by both parties subsequent to the expungement of the invalid provision.

### **Amendment of Lease**

26. Any amendment or modification of this Lease or additional obligation assumed by either party in connection with this Lease will only be binding if evidenced in writing signed by each party or an authorized representative of each party.

### **Additional Clause**

27. Initial rental period will be 7 months with an option for renewal.

### **Damage to Designated Rental Property area**

28. If the Designated Rental Property area, or any part of the Designated Rental Property area, will be partially damaged by fire or other casualty not due to the Tenant's negligence or willful act or that of the Tenant's employee, family, agent, or visitor, the Designated Rental Property area will be promptly repaired by the Landlord and there will be an abatement of Rent corresponding with the time during which, and the extent to which, the Designated Rental Property area may have been untenable. However, if the Designated Rental Property area should be damaged other than by the Tenant's negligence or willful act or that of the Tenant's employee, family, agent, or visitor and the Landlord decides not to rebuild or repair the Designated Rental Property area, the Landlord may end this Lease by giving appropriate notice.

### **Care and Use of Designated Rental Property area**

29. The Tenant will promptly notify the Landlord of any damage, or of any situation that may significantly interfere with the normal use of the Designated Rental Property area or to any furnishings supplied by the Landlord.
30. The Tenant will be responsible for any damage other than normal wear and tear to any furnishings supplied by the Landlord.
31. The Tenant will not make (or allow to be made) any noise or nuisance which, in the reasonable opinion of the Landlord, disturbs the comfort or convenience of other tenants.

32. The Tenant will keep the Designated Rental Property area reasonably clean.
33. The Tenant will dispose of its trash in a timely, tidy, proper and sanitary manner.
34. The Tenant will not engage in any illegal trade or activity on or about the Designated Rental Property area.
35. The Landlord and Tenant will comply with standards of health, sanitation, fire, housing and safety as required by law.
36. The Tenant agrees that no signs will be placed or painting done on or about the Designated Rental Property area by the Tenant or at the Tenant's direction without the prior, express, and written consent of the Landlord. Notwithstanding the above provision, the Tenant may place election signs on the Designated Rental Property area during the appropriate time periods.
37. The hallways, passages and stairs of the building in which the Designated Rental Property area is situated will be used for no purpose other than going to and from the Designated Rental Property area and the Tenant will not in any way encumber those areas with boxes, furniture or other material or place or leave rubbish in those areas and other areas used in common with any other tenant.
38. Footwear which are soiled or wet should be removed at the entrance to the building in which the Designated Rental Property area is located and taken into the Tenant's Designated Rental Property area.
39. At the expiration of the term of this Lease, the Tenant will quit and surrender the Designated Rental Property area in as good a state and condition as they were at the commencement of this Lease, reasonable use and wear and tear excepted.

### **Carbon Monoxide Alarm**

40. Prior to the Tenant taking possession of the Designated Rental Property area, the Landlord will ensure that any carbon monoxide alarm in place is operational. Upon possession, the Landlord will provide the Tenant with working batteries, for all carbon monoxide alarms. The Landlord will be responsible for the repair and replacement of any missing or nonfunctional carbon monoxide alarm upon written request of the Tenant.
41. The Tenant will keep, test, and maintain in good repair all the carbon monoxide alarms in the Designated Rental Property area. The Tenant must provide the Landlord or the Landlord's agent with a written notice if any carbon monoxide alarm needs its batteries replaced or if the alarm is stolen, removed, missing, or not operational. Further, the Tenant must notify the Landlord, or its agent, in writing of any deficiency in any carbon monoxide alarm that the Tenant is unable to fix.
42. No person may remove any batteries from, or in any way render inoperable, a carbon monoxide alarm except as part of the process to inspect, maintain, repair or replace the alarm or batteries in the alarm.

### **Prohibited Activities and Materials**

43. The Tenant will not keep or have on the designated Rental Property area any article or thing of a dangerous, flammable or explosive character that might unreasonably increase the danger of fire on the Designated Rental Property area or that might be considered hazardous by any responsible insurance company.
44. The Tenant will not perform any activity on the Designated Rental Property area or have on the designated Rental Property area any article or thing that the Landlord's insurance company considers increases any insured risk such that the insurance company denies coverage or increases the insurance premium.
45. The Tenant is prohibited from:
  - a. the storage of expensive articles on the Designated Rental Property area if it creates an increased security risk; and
  - b. the growing of, or storage of, medical marijuana on the Designated Rental Property area.
46. The Tenant shall pay all utilities within 2 weeks of receiving billing statements for each from Landlord.

### **Rules and Regulations**

47. The Tenant will obey all rules and regulations of the Landlord regarding the Designated Rental Property area.

### **Address for Notice**

48. For any matter relating to this tenancy, the Tenant may be contacted at the Designated Rental Property area. After this tenancy has been terminated, the Tenant may be contacted at the Designated Rental Property area or at such other address as the Tenant may advise. At all times, the Tenant may also be contacted or served at or through the phone number below:
  - a. Phone: (603) 479-8271.
49. For any matter relating to this tenancy, whether during or after this tenancy has been terminated, the Landlord's address for notice is:
  - a. Name: Valerie and Allen Warren.
  - b. Address: 98 Harlem St SE, Bandon, OR 97411.
  - c. The contact information for the Landlord is:
    - i. Phone: (503) 781-0511
    - ii. Email address: allenn.e.warren@gmail.com

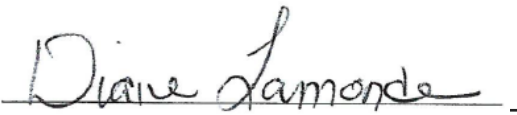
## **General Provisions**

50. All monetary amounts stated or referred to in this Lease are based in the United States dollar.
51. Any waiver by the Landlord of any failure by the Tenant to perform or observe the provisions of this Lease will not operate as a waiver of the Landlord's rights under this Lease in respect of any subsequent defaults, breaches or non-performance and will not defeat or affect in any way the Landlord's rights in respect of any subsequent default or breach.
52. This Lease will extend to and be binding upon and inure to the benefit of the respective heirs, executors, administrators, successors and assigns, as the case may be, of each party to this Lease. All covenants are to be construed as conditions of this Lease.
53. All sums payable by the Tenant to the Landlord pursuant to any provision of this Lease will be deemed to be additional rent and will be recovered by the Landlord as rental arrears.
54. Where there is more than one Tenant executing this Lease, all Tenants are jointly and severally liable for each other's acts, omissions and liabilities pursuant to this Lease.
55. Locks may not be added or changed without the prior written agreement of both the Landlord and the Tenant, or unless the changes are made in compliance with the Act.
56. The Tenant will be charged an additional amount of \$25.00 for each N.S.F. check or checks returned by the Tenant's financial institution.
57. Headings are inserted for the convenience of the parties only and are not to be considered when interpreting this Lease. Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.
58. This Lease and the Tenant's leasehold interest under this Lease are and will be subject, subordinate, and inferior to any liens or encumbrances now or hereafter placed on the Designated Rental Property area by the Landlord, all advances made under any such liens or encumbrances, the interest payable on any such liens or encumbrances, and any and all renewals or extensions such liens or encumbrances.
59. This Lease may be executed in counterparts. Facsimile signatures are binding and are considered to be original signatures.
60. This Lease will constitute the entire agreement between the Landlord and the Tenant. Any prior understanding or representation of any kind preceding the date of this Lease will not be binding on either party except to the extent incorporated in this Lease.
61. The Tenant will indemnify and save the Landlord, and the owner of the Designated Rental Property area where different from the Landlord, harmless from all liabilities, fines, suits, claims, demands and actions of any kind or nature for which the Landlord will or may become liable or suffer by reason of any breach, violation or non-performance by the Tenant or by any person for whom the Tenant is responsible, of any covenant, term, or provisions hereof or by reason of any act, neglect or default on the part of the Tenant or other person for whom the Tenant is responsible. Such indemnification in

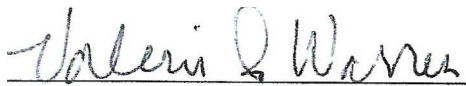
respect of any such breach, violation or non-performance, damage to designated Rental Property area, injury or death occurring during the term of the Lease will survive the termination of the Lease. notwithstanding anything in this Lease to the contrary.

62. The Tenant agrees that the Landlord will not be liable or responsible in any way for any personal injury or death that may be suffered or sustained by the Tenant or by any person for whom the Tenant is responsible who may be on the Designated Rental Property area of the Landlord or for any loss of or damage or injury to any designated Rental Property area, including cars and contents thereof belonging to the Tenant or to any other person for whom the Tenant is responsible.
63. The Tenant is responsible for any person or persons who are upon or occupying the Designated Rental Property area or any other part of the Landlord's premises at the request of the Tenant, either express or implied, whether for the purposes of visiting the Tenant, making deliveries, repairs or attending upon the Designated Rental Property area for any other reason. Without limiting the generality of the foregoing, the Tenant is responsible for all members of the Tenant's family, guests, servants, tradesmen, repairmen, employees, agents, invitees or other similar persons.
64. During the last 30 days of this Lease, the Landlord or the Landlord's agents will have the privilege of displaying the usual 'For Sale' or 'For Rent' or 'Vacancy' signs on the Designated Rental Property area.
65. Time is of the essence in this Lease. Every calendar day except Saturday, Sunday or U.S. national holidays will be deemed a business day and all relevant time periods in this Lease will be calculated in business days. Performance will be due the next business day, if any deadline falls on a Saturday, Sunday or a national holiday. A business day ends at five p.m. local time in the time zone in which the Designated Rental Property area is situated.

IN WITNESS WHEREOF The parties have duly affixed their signatures on this 20th (twentieth) day of October 2025.



Renter: Diane Lamonde



Landlord: Valerie Warren



Landlord: Allen Warren

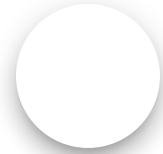
62.



Mass.gov



MassTaxConnect



< Submissions

### Request to Close Tax Account

### Processed

Sales Tax  
SLS-18888816-003  
KINDRED SPIRITS OF  
MARBLEHEAD

Confirmation #  
0-180-321-696  
Submitted 03-Dec-2025  
11:54:51 AM by VALERIE  
WARREN  
Processed 04-Dec-2025  
6:27:48 AM

### Request to Close Tax Account

I want to close my Sales Tax Account.

In order to close this account, the following items must be completed:

- You must file returns for any past periods for which you have not yet filed.
- You must file a return for the current filing period.

Closure Reason ..... Business discontinued

Close Date ..... 01-Nov-2025



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Frequently Asked Questions

Video Tutorials

Taxpayer Bill of Rights

AAB 44

Commonwealth of Massachusetts.

**Site Policies**

[Mass.gov Privacy Policy](#)

**Web Browsers**

## **Machado, Victor (DPL)**

---

**From:** Machado, Victor (DPL)  
**Sent:** Friday, December 19, 2025 2:15 PM  
**Cc:** Machado, Victor (DPL)  
**Subject:** C21-013 & V24-141 - Residential and Commercial, 139 Pleasant St, Marblehead  
**Attachments:** C21-013 Fine Hearing.pdf

Hello,

Attached is the copy of the **Fine Hearing Notice** issued by the **Architectural Access Board** regarding accessibility concerns at:

Case Numbers & Location Address:

**C21-013 & V24-141 - Residential and Commercial, 139 Pleasant St, Marblehead**

This email is intended to keep all relevant parties informed.

Regards,  
Victor

**Victor Machado**  
Compliance Officer I  
He/Him/His  
**Architectural Access Board**

**Office of Public Safety and Inspections**  
**Division of Occupational Licensure**  
E: [victor.machado@mass.gov](mailto:victor.machado@mass.gov)  
P: (617) 727-0660

1 Federal Street, 6th Floor, Boston, MA 02118  
[www.mass.gov/aab](http://www.mass.gov/aab)





MAURA HEALEY  
GOVERNOR

KIM DRISCOLL  
LIEUTENANT GOVERNOR

ERIC PALEY  
SECRETARY, EXECUTIVE OFFICE  
OF ECONOMIC DEVELOPMENT

**Commonwealth of Massachusetts  
Division of Occupational Licensure  
Office of Public Safety and Inspections  
Architectural Access Board**

1 Federal St., Suite 600  
Boston, Massachusetts 02118

LAYLA R. D'EMILIA  
UNDERSECRETARY OF CONSUMER  
AFFAIRS AND BUSINESS REGULATION

SARAH R. WILKINSON  
COMMISSIONER, DIVISION OF  
OCCUPATIONAL LICENSURE

TO: Beach Retreat LLC  
Allen Warren  
139 Jersey St.  
Marblehead, MA 01945

Docket Number **C21 013**

RE: Lodging and Commercial  
139 Pleasant St.  
Marblehead

DATE: 12/18/2025

Enclosed please find a copy of the following material regarding the complaint against the above location:

- |   |   |
|---|---|
| <input type="checkbox"/> First Notice                 | <input type="checkbox"/> Stipulated Order         |
| <input type="checkbox"/> Second Notice                | <input type="checkbox"/> Letter of Meeting        |
| <input checked="" type="checkbox"/> Notice of Hearing | <input type="checkbox"/> Application for Variance |
| <input type="checkbox"/> Correspondence               | <input type="checkbox"/> Decision of the Board    |

Please review all enclosed documents carefully.

cc: Local Building Inspector  
Independent Living Center  
Local Commission on Disability  
Complainant

**AAB 47**



MAURA HEALEY  
GOVERNOR

**Commonwealth of Massachusetts  
Division of Occupational Licensure**

LAYLA R. D'EMILIA  
UNDERSECRETARY OF CONSUMER  
AFFAIRS AND BUSINESS REGULATION

KIM DRISCOLL  
LIEUTENANT GOVERNOR

1 Federal St., Suite 600  
Boston, Massachusetts 02110

SARAH R. WILKINSON  
COMMISSIONER, DIVISION OF  
OCCUPATIONAL LICENSURE

ERIC PALEY  
SECRETARY, HOUSING AND  
ECONOMIC DEVELOPMENT

**FINE HEARING NOTICE** C 21 - 013

**RE: Lodging and Commercial, 139 Pleasant St. , Marblehead**

You are hereby notified that an informal adjudicatory hearing before the Architectural Access Board has been scheduled for you to appear on **Monday, May 11, 2026** at **2:00 PM**. See the please note section in bold writing for information on attending the remote meeting.

This hearing is being held to determine whether your failure to correct the violation cited in the Board's previous notices and your subsequent failure to appear before the Board is without justification and if so whether or not to impose fines of up to \$1,000.00 per day per violation.

This hearing will be conducted in accordance with the procedures set forth in M.G.L., c. 30A, and 801 CMR 1.02, the Informal/Fair Hearings Rules. At the hearing, each party may be represented by counsel, may present evidence and may cross examine opposing witnesses.

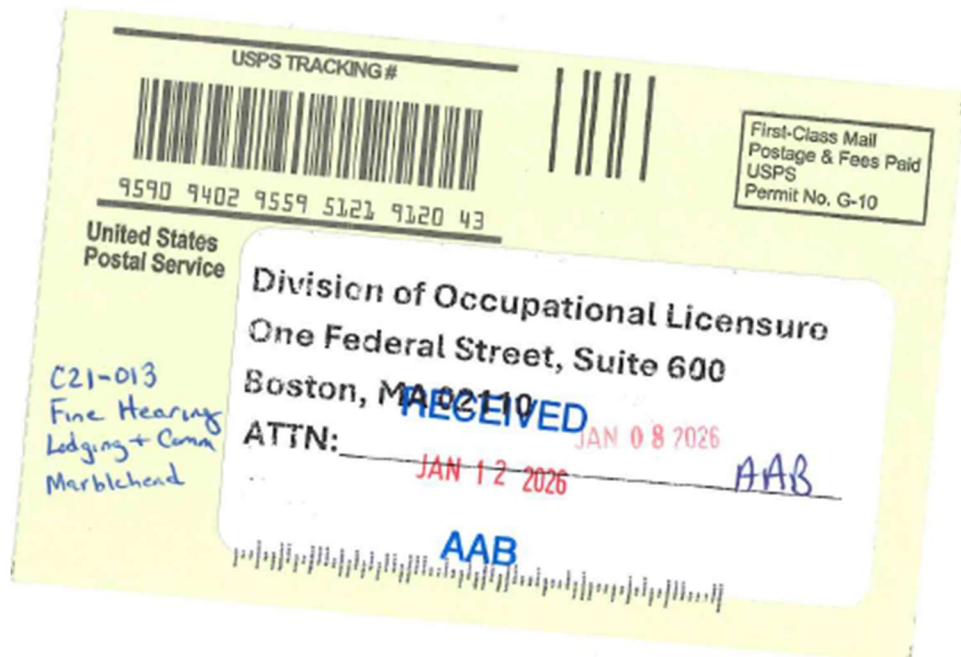
**PLEASE NOTE:** Requests for the continuance of a hearing must be received no later than fourteen (14) days prior to the scheduled hearing date. Continuances are granted at the Board's discretion only. **The link to the meeting can be found on the Architectural Access Board's web site under 2025 Meeting's Calendar, click Notice of Meeting then click join meeting.** You can also contact Executive Director William Joyce at [William.Joyce@Mass.Gov](mailto:William.Joyce@Mass.Gov) or mobile #617-894-1254 to request an electronic link to the meeting or to request a continuance.

Date: December 18, 2025

ARCHITECTURAL ACCESS BOARD

Dawn Guarriello  
Chairperson

cc: Independent Living Center  
Local Building Inspector  
Local Disability Commission  
Complainant



SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY
<ul style="list-style-type: none"> <li>Complete items 1, 2, and 3.</li> <li>Print your name and address on the reverse so that we can return the card to you.</li> <li>Attach this card to the back of the mailpiece, or on the front if space permits.</li> </ul>	<p>A. Signature</p> <p><i>Allen Warren</i> <input type="checkbox"/> Agent <input checked="" type="checkbox"/> Addressee</p>
<p>1. Article Addressed to:</p> <p>Beach Retreat LLC Allen Warren 139 Jersey St. Marblehead, MA 01945</p>	<p>B. Received by (Printed Name) C. Date of Delivery</p> <p><i>Allen Warren</i> <i>1/21/2026</i></p>
<p>9590 9402 9559 5121 9120 43</p>	<p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If YES, enter delivery address below:</p>
<p>9589 0710 5270 3419 9534 07</p>	<p>3. Service Type</p> <p><input type="checkbox"/> Adult Signature <input type="checkbox"/> Priority Mail Express®</p> <p><input type="checkbox"/> Adult Signature Restricted Delivery <input type="checkbox"/> Registered Mail™</p> <p><input checked="" type="checkbox"/> Certified Mail® <input type="checkbox"/> Registered Mail Restricted Delivery</p> <p><input type="checkbox"/> Certified Mail Restricted Delivery <input type="checkbox"/> Signature Confirmation™</p> <p><input type="checkbox"/> Collect on Delivery <input type="checkbox"/> Signature Confirmation Restricted Delivery</p> <p><input type="checkbox"/> Collect on Delivery Restricted Delivery <input type="checkbox"/> Insured Mail</p> <p><input type="checkbox"/> Insured Mail Restricted Delivery (over \$500)</p>
<p>PS Form 3811, July 2020 PSN 7530-02-000-9053</p>	<p>Domestic Return Receipt</p>

April 10, 2025

Elizabeth A. Roth, Esq.  
Roth And Associates PLLC  
103 Corinthian Drive  
Salem, NH 03079

**RE: Mixed Use Building, 139 Pleasant Street, Marblehead (C21-013 & V24-141)**

On April 7, 2025, the Architectural Access Board conducted an adjudicatory hearing. After reviewing the testimony and exhibits, the Board found that additional information was necessary to render a decision, and as such the Board voted as follows:

**ORDER** the Respondent to within 30 days receipt of this notice provide the Board with updated plans showing compliance with 521 CMR 28.12.2, and

**NOTE** that Respondent may contact the Board's Staff with any questions as to compliance with 521 CMR or this order.



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Chairperson

cc: Building Department  
Local Commission on Disability  
Local Independent Living Center

<b>Name</b>	<b>Mixed Use Building</b>	<b>Docket #</b>	<b>V 24 - 141</b>
<b>Address</b>	<b>139 Pleasant Street</b>	<b>Docket #</b>	<b>C 21 - 013</b>
<b>City</b>	<b>Marblehead</b>	<b>Hearing</b>	<b>4/7/2025</b>
<b>Bldg Type</b>		<b>Time of hearing</b>	<b>2:00 PM</b>
<b>Complaint's Name</b>		<b>Plans on file?</b>	

<b>Complaint ?</b>	<b>Variance ?</b>	<b>Request for continuance?</b>
<b>Jurisdiction:</b>	3.4	The formula contained in Regulation 3.3 also shall apply to all remodeling and alteration as defined in these Regulations, provided that the work being performed amounts to more than 5% of the 100% equalized assessed value of the building. or a building permit is needed. or work is determined

**Building Permits:** Anticipated construction costs: \$30,000

**Assessed Value:** \$307,900

**Variances to be addressed:**

26.6 Petitioner seeks relief from: A minimum clear floor area shall be provided on both sides of all doors and gates

On June 21, 2021 the Board received a letter from a member of the Marblehead Commission on Disabilities with the outlining that in 2018 (V18-298) an application for variance was submitted for the above referenced address, it was denied and then a time variance was applied for and subsequently withdrawn, with the Petitioner citing a change of use in the building from commercial to residential. The petitioner then applied with local ZBA with the building being mixed use residential/commercial instead of just commercial. (See AAB 66-76)

On August 11, 2021 a First Notice was sent to all appropriate parties and the Board received a response from the Petitioner on August 18, 2021 (See AAB 62-65)

On October 6, 2021 a Stipulated Order was sent to all appropriate parties on November 6, 2021 the Board received a response from the Petitioner stating they would apply for a variance (See AAB 56-61)

On February 20, 2024 a Second Notice was sent to all appropriate parties (See AAB 50-55)

On March 5, 2024 the Board received a response from the Petitioner (See AAB 47-49 )

On July 26, 2024 the Board received an application for variance and at the August 12, 2024 meeting the Board voted to Continue for more information (See AAB 16-46 )

On December 2, 2024 the Board received additional information and at the December 16, 2024 meeting the Board voted to Schedule a hearing. On December 19, 2024 a Notice of Hearing was sent to all appropriate parties (See AAB 2-15 )



**MAURA HEALEY**  
GOVERNOR

**KIM DRISCOLL**  
LIEUTENANT GOVERNOR

**YVONNE HAO**  
SECRETARY, EXECUTIVE OFFICE  
OF ECONOMIC DEVELOPMENT

**Commonwealth of Massachusetts**  
**Division of Occupational Licensure**  
**Office of Public Safety and Inspections**  
**Architectural Access Board**

1000 Washington St., Suite 710  
Boston, Massachusetts 02118

**LAYLA R. D'EMILIA**  
UNDERSECRETARY OF CONSUMER  
AFFAIRS AND BUSINESS REGULATION

**SARAH R. WILKINSON**  
COMMISSIONER, DIVISION OF  
OCCUPATIONAL LICENSURE

**VARIANCE HEARING**

Docket Number **V 24 141**

**RE: Mixed Use Building , 139 Pleasant Street, Marblehead**

You are hereby notified that an informal adjudicatory hearing before the Architectural Access Board has been scheduled for you to appear on Monday, **April 7, 2025** at **2:00 PM**. Remote meeting information will be sent out prior to the hearing date.

This hearing is upon an application for variance filed by: Elizabeth A. Roth Esq. for modification of or substitution of the following Rules and Regulations: 26.6  
A copy of the request is available for public inspection during regular business hours.

You should be aware that the burden of proof is upon the applicant requesting a variance to prove that compliance is either: 1. technologically infeasible or; 2. the cost of compliance is excessive without substantial benefit to a person with a disability.

This hearing will be conducted in accordance with the procedures set forth in M.G.L., c. 30A, and 801 CMR 1.02, the Informal/Fair Hearings Rules. At the hearing, each party may be represented by counsel, may present evidence and may cross examine opposing witnesses.

**PLEASE NOTE:** Requests for the continuance of a hearing must be received no later than fourteen (14) days prior to the scheduled hearing date. Continuances are granted at the Board's discretion only.

ARCHITECTURAL ACCESS BOARD

Chairperson

Date: December 19, 2024

cc: Local Building Inspector  
Independent Living Center  
Local Disability Commission



MAURA HEALEY  
GOVERNOR

KIM DRISCOLL  
LIEUTENANT GOVERNOR

YVONNE HAO  
SECRETARY, EXECUTIVE OFFICE  
OF ECONOMIC DEVELOPMENT

**Commonwealth of Massachusetts  
Division of Occupational Licensure  
Office of Public Safety and Inspections  
Architectural Access Board**  
1000 Washington St., Suite 710  
Boston, Massachusetts 02118

LAYLA R. D'EMILIA  
UNDERSECRETARY OF CONSUMER  
AFFAIRS AND BUSINESS REGULATION

SARAH R. WILKINSON  
COMMISSIONER, DIVISION OF  
OCCUPATIONAL LICENSURE

**FIRST AMENDED NOTICE OF ACTION**

Docket Number V 24 141

**RE: Mixed Use Building , 139 Pleasant Street , Marblehead**

On December 2, 2024 the Architectural Access Board received an additional submission from Petitioner  
The additional documents were reviewed by the Board on December 16, 2024 At that meeting, the Board  
voted as follows:

#	<u>Section</u>	<u>Result</u>
		<b>SCHEDULE</b> a hearing for this request. See attached Notice of Hearing.

**PLEASE NOTE: All documentation (written and visual) verifying that the conditions of the variance  
have been met must be submitted to the AAB Office as soon as the required work is completed.**

*Any person aggrieved by the above decision may request an adjudicatory hearing before the Board within  
30 days of receipt of this decision by filing the attached request for an adjudicatory hearing. If after 30  
days, a request for an adjudicatory hearing is not received, the above decision becomes a final decision and  
the appeal process is through Superior Court.*

Date: December 18, 2024

cc: Local Disability Commission  
Local Building Inspector  
Independent Living Center

Chairperson  
ARCHITECTURAL ACCESS BOARD

**AAB 53**

**From:** [Elizabeth Roth](#)  
**To:** [Chase, Andrew M \(DPL\)](#)  
**Cc:** [Griffin, Molly \(DPL\)](#)  
**Subject:** RE: Mixed Use Building, 139 Pleasant St, Marblehead (C21-013 & V24-141)  
**Date:** Monday, December 2, 2024 4:37:13 PM  
**Attachments:** [139 Pleasant St Marblehead MA Doc NO C21 013.pdf](#)

---

**CAUTION:** This email originated from a sender outside of the Commonwealth of Massachusetts mail system. Do not click on links or open attachments unless you recognize the sender and know the content is safe.

Dear Mr. Chase and Ms. Griffin:

Please accept this submission as Mr. Warren's response to the Board's August 2024 Notice of Action seeking clarity on the use of the upper floor units of the above-named property. Copies will be sent to the Marblehead Building Department, Marblehead Commission on Disability and the Independent Living Center via U.S. Mail tomorrow morning.

Thank you for your attention.

Sincerely,  
Beth Roth



Elizabeth A. Roth, Esq.  
Roth and Associates PLLC

103 Corinthian Drive  
Salem, NH 03079  
(Direct line) 603-401-0121  
[eroth@rothlawyers.com](mailto:eroth@rothlawyers.com)

---

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---

**From:** Chase, Andrew M (DPL) <Andrew.M.Chase@mass.gov>  
**Sent:** Monday, December 2, 2024 3:48 PM  
**To:** Elizabeth Roth <eroth@rothlawyers.com>  
**Subject:** Mixed Use Building, 139 Pleasant St, Marblehead (C21-013 & V24-141)

Good afternoon,

I'm just following up on the Board's August 2024 Notice of Action seeking clarity on the use of the upper floor units. See attached NOA.

Regards,

**Andrew Chase**

Compliance Officer

Architectural Access Board

Office of Public Safety and Inspections

Division of Occupational Licensure

*1000 Washington Street, Suite 710*

*Boston, MA 02118*

617-826-5255 Ext. 25255

[www.mass.gov/aab](http://www.mass.gov/aab)

Elizabeth, A. Roth, Esq.  
\*admitted: MA & NH

November 26, 2024

Ms. Molly Griffin, Program Coordinator  
*Architectural Access Board*  
Office of Public Safety and Inspections  
Division of Occupational Licensure  
1000 Washington Street, Suite 710  
Boston, MA 02118  
[www.mass.gov/AAB](http://www.mass.gov/AAB)  
617-826-5215

Mr. Andrew Chase, Compliance Officer  
*Architectural Access Board*  
1000 Washington Street, Suite 710  
Boston, MA 02118

VIA: Email Delivery: [www.mass.gov/AAB](http://www.mass.gov/AAB); [Andrew.m.chase@mass.gov](mailto:Andrew.m.chase@mass.gov)

**RE: Docket Number C21 013 (V24 141) : 139 Pleasant St., Marblehead, MA**

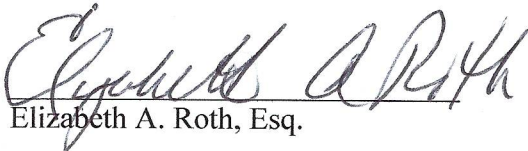
Dear Ms. Griffin and Mr. Chase:

Please accept the attached information pursuant to the NOTICE OF ACTION as received from Ms. Griffin via email on August 15, 2024 in reference to additional information requested by the Architectural Access Board's, CONTINUANCE. Attached, please find our responses to the request as follows:

1. Copy of the NOTICE OF ACTION
2. October 14, 2024 Letter of Opinion from *RWH Architect*, defining the proposed use of 129 Pleasant St., Marblehead, MA to be a Mixed Use Building with the intended use of the 2<sup>nd</sup> and 3<sup>rd</sup> floors are classified as residential and used occasionally as a "*Transient Lodging Facility*" and "*therefore does not need to comply with sections 9 and 10 of 531 CMR*". (Current second and third floor plans attached. -no lift is included in the plans to the second and third floors)
3. July 1, 2024 Email from Mr. Andrew Chase explaining that 129 Pleasant St., Marblehead, MA meets compliance of Sections 9 and 10 of 521 CMR because: "*Vertical access is not required to the second and third floors because it is a residential building with fewer than three dwelling units.*"

Your continued patience with this matter is appreciated. Mr. Warren is prepared to appear at a Hearing if the Board requires after you review this most recent information along with the variance application that was under review at the Board's Hearing on July 26, 2024.

Very truly yours,  
Roth & Associates, LLC

By:   
Elizabeth A. Roth, Esq.

Sent Via U.S. Regular Mail to:

Marblehead Building Department  
Marblehead Commission on Disability  
Independent Living Center



MAURA HEALEY  
GOVERNOR

KIM DRISCOLL  
LIEUTENANT GOVERNOR

YVONNE HAO  
SECRETARY, EXECUTIVE OFFICE  
OF ECONOMIC DEVELOPMENT

Commonwealth of Massachusetts  
Division of Occupational Licensure  
Office of Public Safety and Inspections  
Architectural Access Board

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AFFAIRS AND BUSINESS REGULATION

SARAH R. WILKINSON  
COMMISSIONER, DIVISION OF  
OCCUPATIONAL LICENSURE

**NOTICE OF ACTION**

Docket Number V 24 141

RE: Mixed Use Building , 139 Pleasant Street , Marblehead

On July 26, 2024 the Architectural Access Board received an application submitted by Elizabeth A. Roth Esq. This application and all attached documentation were reviewed by the Board on August 12, 2024 .

At that meeting, the Board voted as follows:

#	<u>Section</u>	<u>Result</u>
1	26.6	<b>CONTINUED</b> to request Petitioner provide the Board with: for additional information on the proposed use of the upper floor units, and updated plans showing a lift that complies with 521 CMR 28.12.2

**PLEASE NOTE: All documentation (written and visual) verifying that the conditions of the variance have been met must be submitted to the AAB Office as soon as the required work is completed.**

Any person aggrieved by the above decision may request an adjudicatory hearing before the Board within 30 days of receipt of this decision by filing the attached request for an adjudicatory hearing. If after 30 days, a request for an adjudicatory hearing is not received, the above decision becomes a final decision and the appeal process is through Superior Court.

Date: August 14, 2024

cc: Local Disability Commission  
Local Building Inspector  
Independent Living Center

*Dawn Guannello WJ*  
\_\_\_\_\_  
Chairperson  
ARCHITECTURAL ACCESS BOARD

**AAB 58**



OCTOBER 14, 2024

Elizabeth A Roth, Esquire  
ENO MARTIN DONAHUE & ROTH, PLLC  
491 Dutton Street, Suite 206  
Lowell, Massachusetts 01854  
TELEPHONE [978] 452 - 8902

Project: **Residential Commercial, 139 Pleasant Street, Marblehead, MA**  
Docket: **C21 013**  
RE: **Letter of Opinion Regarding MAAB Complaint**

Dear Attorney Roth,

Robert William Hannon Architect (RWH) has reviewed all documents provided and all applicable codes related to accessibility. Our opinion remains that it is "technically infeasible" and impracticable to supply an "accessible route" to the 2<sup>nd</sup> and 3<sup>rd</sup> floor nor is it required by code regardless of the intended use due to the Exceptions found in IBC 2015, and 521 CMR.

An elevator or lift to the 2<sup>nd</sup> and 3<sup>rd</sup> floor would not be beneficial within this building for there is not enough clear floor space required for an "accessible route". The building would need to undergo substantial structural change in order to obtain an accessible route within these two stories.

As the 2<sup>nd</sup> and 3<sup>rd</sup> floors are classified as residential an accessible route is not required by code for the building has fewer than three dwelling units and therefore does not need to comply with sections 9 and 10 of 521 CMR.

The intended use of the 2<sup>nd</sup> and 3<sup>rd</sup> floor is an individual "Transient Living Facility" RWH makes known that an elevator is not required to these two floors based on the following information provide from 521CMR.

8.5.2 Elevators: An elevator is not required in a transient lodging facility that is less than three stories or that has less than 3000 square feet per story if all rooms are proportionately distributed in accordance with 521 CMR.

The 2<sup>nd</sup> and 3<sup>rd</sup> floor of this building has an aggregated area of 962.92 sqft and consists of a single transient living unit that is less than 3 stories. There for a lift or elevator to the 2<sup>nd</sup> and 3<sup>rd</sup> floor of this building is not required.

**Transient:** Occupancy of a dwelling unit or sleeping unit for not more than 30 days.

**Transient Lodging:** A building, facility, or portion thereof, excluding inpatient medical care facilities, that contains one or more dwelling units or sleeping accommodations not intended for permanent residence. Transient lodging may include but is not limited to resorts, group homes, hotels, motels, and dormitories.

**Accessible Route:** A continuous, unobstructed path connecting all accessible elements and spaces within or between buildings or facilities. Interior accessible routes may include corridors, floors, ramps, elevators, lifts, and clear floor space at fixtures. Exterior accessible routes may include parking, access aisles, curb cuts, crosswalks at vehicular ways, walks, ramps, and lifts.

Roth  
12/05/2021

**Technically infeasible:** An alteration of a facility that has little likelihood of being accomplished because the existing structural conditions require the removal or alteration of a load bearing member that is an essential part of the structural frame, or because other existing physical or site constraints prohibit modification or addition of elements, spaces or features which are in full and strict compliance with the minimum requirements for new construction and which are necessary to provide accessibility.

It is the opinion of RWH Architect that the 2<sup>nd</sup> and 3<sup>rd</sup> floor of this building regardless of the intended use does not need to be supplied with a vertical accessible route based on findings within the IBC 2015 and 521 CMR. Not only is supplying an elevator or lift to the 2<sup>nd</sup> and 3<sup>rd</sup> floor "technically infeasible" but is not required for a residential space or transient lodging facility of this kind.

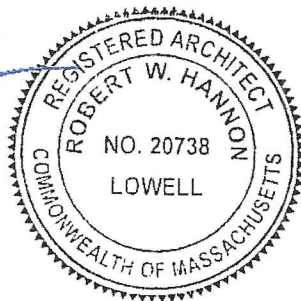
Please let us know how you would like us to proceed with our service. Don't hesitate to call me if you have any questions.

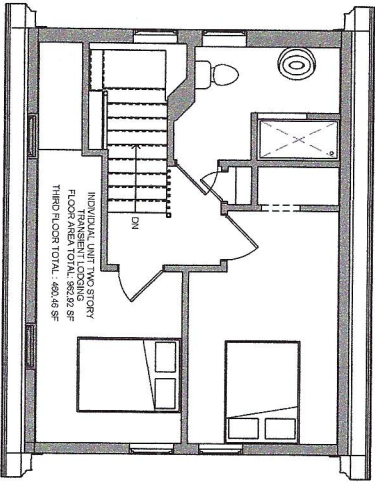
Warm regards,



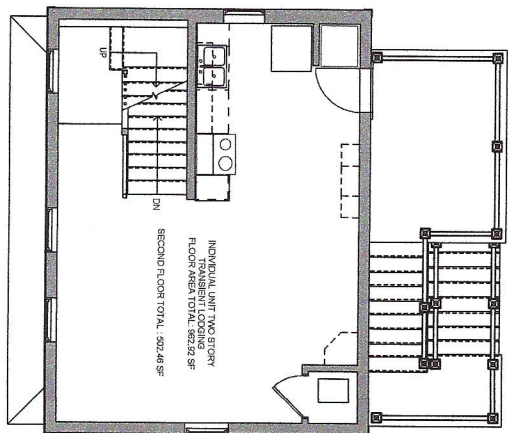
Robert W. Hannon, AIA

Encl: n/a

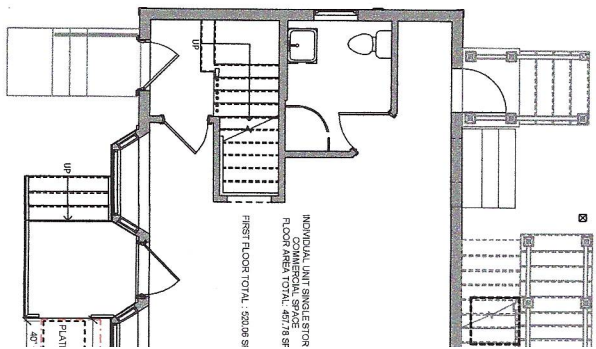




THIRD FLOOR PLAN  
1/8" = 1'-0"  
A-13



SECOND FLOOR PLAN  
1/8" = 1'-0"  
A-12



FIRST FLOOR PLAN  
1/8" = 1'-0"  
A-11

**From:** Chase, Andrew M (DPL) <Andrew.M.Chase@mass.gov>  
**Sent:** Monday, July 1, 2024 3:54 PM  
**To:** Elizabeth Roth <eroth@rothlawyers.com>  
**Subject:** RE: 139 Pleasant St Marblehead MA Docket Number C21 013

Hello,

I apologize for the delayed response. Is a lift going to be installed to the first floor? The architect is correct that vertical access is not required to the second and third floors, but is mistaken on the reasoning. Transient lodging facilities include hotels, motels, inns, and other similar facilities. Vertical access is not required to the second and third floors because it is a residential building with fewer than three dwelling units and does not need to comply with sections 9 and 10 of 521 CMR.

Please let me know if and when a lift will be installed.

Regards,

**Andrew Chase**

Compliance Officer

Architectural Access Board

Office of Public Safety and Inspections

Division of Occupational Licensure

*1000 Washington Street, Suite 710*

*Boston, MA 02118*

617-826-5255 Ext. 25255

[www.mass.gov/aab](http://www.mass.gov/aab)

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- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
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1. Article Addressed to:

Beach Retreat LLC  
 139 Jersey St  
 Marblehead, MA 01945



9590 9402 8241 3030 8736 74

2. Article Number (Transfer from reverse label)

7016 0750 0001 1133 3613

PS Form 3811, July 2020 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X *[Handwritten Signature]*

Agent

Address

B. Received by (Printed Name)

*Allen Laganan*

C. Date of Delivery

*2/26/24*

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If YES, enter delivery address below:  No

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FEB 29 2024

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Division of Professional Licensure  
Office of Public Safety and Inspections  
Architectural Access Board  
1000 Washington Street, Suite 710  
Boston, MA 02118

RECEIVED  
FEB 28 2024

*Lodging and Comm.  
Marblehead  
Second*





MAURA HEALEY  
GOVERNOR

KIM DRISCOLL  
LIEUTENANT GOVERNOR

YVONNE HAO  
SECRETARY, EXECUTIVE OFFICE  
OF ECONOMIC DEVELOPMENT

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SARAH R. WILKINSON  
COMMISSIONER, DIVISION OF  
OCCUPATIONAL LICENSURE

**NOTICE OF ACTION**

Docket Number **V 24 141**

**RE: Mixed Use Building , 139 Pleasant Street , Marblehead**

On July 26, 2024 the Architectural Access Board received an application submitted by Elizabeth A. Roth Esq. . This application and all attached documentation were reviewed by the Board on August 12, 2024 . At that meeting, the Board voted as follows:

#	Section	Result
1	26.6	<b>CONTINUED</b> to request Petitioner provide the Board with: for additional information on the proposed use of the upper floor units, and updated plans showing a lift that complies with 521 CMR 28.12.2

**PLEASE NOTE: All documentation (written and visual) verifying that the conditions of the variance have been met must be submitted to the AAB Office as soon as the required work is completed.**

*Any person aggrieved by the above decision may request an adjudicatory hearing before the Board within 30 days of receipt of this decision by filing the attached request for an adjudicatory hearing. If after 30 days, a request for an adjudicatory hearing is not received, the above decision becomes a final decision and the appeal process is through Superior Court.*

Date: August 14, 2024

cc: Local Disability Commission  
Local Building Inspector  
Independent Living Center

Chairperson  
ARCHITECTURAL ACCESS BOARD

**AAB 65**

**From:** [Elizabeth Roth](#)  
**To:** [Griffin, Molly \(DPL\)](#)  
**Subject:** FW: Variance Application: 139 Pleasant Street, Marblehead  
**Date:** Friday, July 26, 2024 3:52:39 PM  
**Attachments:** [139 Pleasant St. Marblehead, MA Docket C21 013 Varrience Application.pdf](#)  
[Referenced CMR 521 Sections.pdf](#)  
[139 Pleasant street A-1.5.pdf](#)  
[New Lift Design Warren.pdf](#)

---

**CAUTION:** This email originated from a sender outside of the Commonwealth of Massachusetts mail system. Do not click on links or open attachments unless you recognize the sender and know the content is safe.

Dear Ms. Griffin:

Attached, please find the new variance application for 139 Pleasant St., Marblehead.

A check in the amount of \$50.00 has been mailed today via U.S. mail to cover the application fees.

Please feel free to contact me with any questions.

Sincerely,

Beth Roth



Elizabeth A. Roth, Esq.  
Roth and Associates PLLC

103 Corinthian Drive  
Salem, NH 03079  
(Direct line) 603-401-0121  
[eroth@rothlawyers.com](mailto:eroth@rothlawyers.com)

---

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---

**From:** Elizabeth Roth  
**Sent:** Friday, July 26, 2024 3:45 PM  
**To:** 'william.joyce@mass.gov' <william.joyce@mass.gov>  
**Subject:** FW: Variance Application: 139 Pleasant Street, Marblehead

**AAB 66**

Dear Mr. Joyce:

Attached, please find the new variance application for 139 Pleasant St., Marblehead.

A check in the amount of \$50.00 has been mailed today via U.S. mail to cover the application fees.

Please feel free to contact me with any questions.

Sincerely,

Beth Roth



Elizabeth A. Roth, Esq.  
Roth and Associates PLLC

103 Corinthian Drive  
Salem, NH 03079  
(Direct line) 603-401-0121  
[eroth@rothlawyers.com](mailto:eroth@rothlawyers.com)

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---

**From:** Elizabeth Roth  
**Sent:** Friday, July 26, 2024 3:20 PM  
**To:** [osubuckeye59@yahoo.com](mailto:osubuckeye59@yahoo.com)  
**Subject:** FW: Please review and call me with any questions



Elizabeth A. Roth, Esq.  
Roth and Associates PLLC

103 Corinthian Drive  
Salem, NH 03079  
(Direct line) 603-401-0121  
[eroth@rothlawyers.com](mailto:eroth@rothlawyers.com)

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---

**From:** Elizabeth Roth

**Sent:** Friday, July 26, 2024 3:04 PM

**To:** Allen Warren <[allenedub@gmail.com](mailto:allenedub@gmail.com)>; Allen Warren <[osubuckeye59@gmail.com](mailto:osubuckeye59@gmail.com)>

**Subject:** Please review and call me with any questions

FYI

Beth



Elizabeth A. Roth, Esq.  
Roth and Associates PLLC

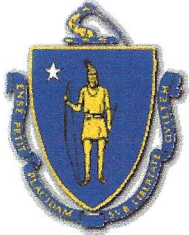
103 Corinthian Drive  
Salem, NH 03079  
(Direct line) 603-401-0121  
[eroth@rothlawyers.com](mailto:eroth@rothlawyers.com)

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---



**Commonwealth of Massachusetts  
Division of Occupational Licensure  
Office of Public Safety and Inspections  
Architectural Access Board**

1000 Washington St., Suite 710 • Boston • MA • 02118  
V: 617-727-0660 • [www.mass.gov/aab](http://www.mass.gov/aab)

Docket Number

(Office Use Only)

**APPLICATION FOR VARIANCE**

**INSTRUCTIONS:**

- 1) Answer all questions on this application to the best of your ability.
  - a. Information on the Variance Process can be found at:  
<https://www.mass.gov/guides/applying-for-an-aab-variance>.
- 2) Attach whatever documents you feel are necessary to meet the standard of impracticability laid out in 521 CMR 4.1. You must show that either:
  - a. Compliance is technologically infeasible, or
  - b. Compliance would result in an excessive and unreasonable cost without any substantial benefit for persons with disabilities.
- 3) Sign the certification on Page 8.
- 4) If the applicant is not the owner of the building or his or her agent, include a signed letter from the owner granting permission for you to apply for variance.
- 5) Serve copies of the completed application and all attachments via electronic or physical delivery based on the recipient's preference to:
  - a. Local Building Department,
  - b. Local Commission on Disability (if applicable in the town where the project is located) (A list of all active Disability Commissions can be found at:  
<https://www.mass.gov/commissions-on-disability>), and
  - c. The Independent Living Center (ILC) for your area.  
(Your ILC can be found at: <http://www.masilc.org/findacenter>.)
- 6) Complete the Service Notice included with the Application and sign it.
- 7) Deliver the completed Application and all attachments to the Board via electronic or physical delivery:
  - a. Electronic:
    - i. Applications should be sent via email to [william.joyce@mass.gov](mailto:william.joyce@mass.gov) & [molly.griffin@mass.gov](mailto:molly.griffin@mass.gov).
    - ii. The email submission must have the subject line: Variance Application - <Address>, <City>
    - iii. The application and all attachments must be in .pdf format
    - iv. The application and all attachments should be included in a single email, except where that email would exceed 15 megabytes in size.
    - v. Please submit the \$50 filing fee via check or money order via mail to the mailing address listed above with either a cover letter or, "Variance - <Address>, <City>" in the memo line.
  - b. Physical
    - i. Applications should be sent to the mailing address listed above and must include:
      1. The completed application and all attachments.
      2. A copy of the application and all attachments on a CD/DVD (Thumb Drives will not be accepted),

3. The completed and signed Service Notice.
  4. A check or money order in the amount of \$50 dollars, made out to the Commonwealth of Massachusetts.
- ii. Please ensure that all documents included are no larger than 11" x 17".
  - iii. Incomplete applications will be returned via regular mail to the applicant with an explanation as why it was unable to be docketed.

---

In accordance with M.G.L., c.22, § 13A, I hereby apply for modification of or substitution for the rules and regulations of the Architectural Access Board as they apply to the building/facility described below on the grounds that literal compliance with the Board's regulations is impracticable in my case.

1. State the name and address of the building/facility:

139 Pleasant St., Marblehead, MA 01945

2. State the name and address of the **owner** of the building/facility:

Allen and Valerie Warren (owners)  
139 Jersey Street  
Marblehead, MA 01945

E-mail: osubuckeye59@gmail.com

Telephone: 503-781-0511

3. Describe the facility (i.e. number of floors, type of functions, use, etc.):

3 floor home built in 1759.  
First floor is zoned commercial  
Floors two and three are zoned residential

4. Total square footage of the building/facility: 1560

Per floor: 520

a. Total square footage of tenant space (if applicable): N/A

5. What was the original year of construction for the building/facility: 1759 ?

6. Check the nature of the work performed or to be performed:

New Construction

Addition

Reconstruction/Remodeling/Alteration

Change of Use

7. Briefly describe the extent and nature of the work performed or to be performed (use additional sheets if necessary):

An exterior lift to be installed to allow the first floor retail space accessible for disabled at the front door entrance.

8. Is the building or facility historically significant?  Yes  No

a. If yes, check one of the following and indicate date of listing:

National Historic Landmark \_\_\_\_\_

Listed individually on the National Register of Historic Places \_\_\_\_\_

Located in a Registered Historic District \_\_\_\_\_

Listed in the State Register of Historic Places \_\_\_\_\_

Eligible for listing \_\_\_\_\_

(In which registry?)

b. If you checked any of the above and your variance request is primarily based upon the historical significance of the building, you *must* complete the ADA Consultation Process of the Massachusetts Historical Commission, located at 220 Morrissey Boulevard, Boston, MA 02125.

9. Which section(s) of the Board's Jurisdiction (see Section 3 of the Board's Regulations) has been triggered?

2.6  3.2  3.3.1(a)  3.3.1(b)  3.3.2  3.3.4  3.4

10. List all building permits that have been applied for within the past 36 months, include the issue date and the listed value of the work performed:

<u>Permit #</u>	<u>Date of Issuance</u>	<u>Value of Work</u>
none		

(Use additional sheets if necessary.)

11. List the anticipated construction cost for any work not yet permitted or for any relevant work which does not require a permit:

\$ 30,000.00

12. Has a certificate of occupancy been issued for the facility?  Yes  No

If yes, state the date it was issued: \_\_\_\_\_

13. To the best of your knowledge, has a complaint ever been filed with the AAB on this building or facility relative to accessibility?  Yes  No

a. If so, list the AAB docket number of the complaint C21 013

14. For existing buildings or facilities, state the actual assessed valuation of the BUILDING/IMPROVEMENTS ONLY, as recorded in the Assessor's Office of the municipality in which the building or facility is located: \$ 307,900.00

Is the assessment at 100%?  Yes  No

If not, what is the town's current assessment ratio? 0%

15. State the phase of design or construction of the facility as of the date of this application: Completed except for lift installation

16.

**Please list specific technical sections, not 521 CMR 3.**

Request #1

Section(s) for which you are seeking relief: 25.2-5, 20.6

Are you seeking temporary relief:     Yes     No

Types of Attachments for this Request:

- Floor/Site Plans,  Cost Estimates,
- Photographs,  Test Drawings,
- Other(s): \_\_\_\_\_

If yes, what date do you propose to be in compliance by: \_\_\_\_\_?

Please describe in detail why compliance with the Board's regulations are impracticable (as defined in 521 CMR 5) for the subject of this request, and attach whatever documents are relevant to support your argument that compliance is impracticable (attach additional pages if necessary, please identify which request each attachment is in support of):

Please see application for Variance #1 attached: Supplemental answer to Request #1  
Also see RWH Architect Letter attached

Request #2

Section(s) for which you are seeking relief: \_\_\_\_\_

Are you seeking temporary relief:     Yes     No

Types of Attachments for this Request:

- Floor/Site Plans,  Cost Estimates,
- Photographs,  Test Drawings,
- Other(s): \_\_\_\_\_

If yes, what date do you propose to be in compliance by: \_\_\_\_\_?

Please describe in detail why compliance with the Board's regulations are impracticable (as defined in 521 CMR 5) for the subject of this request, and attach whatever documents are relevant to support your argument that compliance is impracticable (attach additional pages if necessary, please identify which request each attachment is in support of):

If you require more than 4 requests, please use the *Additional Request Sheet* and complete the *Large Variance Tally Sheet*, both of which are available on the “Forms and Applications” page of the Board’s website (<http://www.mass.gov/aab>).

17. State the name and address of the architectural or engineering firm, including the name of the individual architect or engineer responsible for preparing drawings of the facility:

Robert Hannon  
RWH Architect, PLLC  
264 N. Broadway, Unit 205  
Salem, NH 03079

E-mail: rob@rwh-architect.com

Telephone: 603-458-6903

18. State the name and address of the building inspector responsible for overseeing this project:

Building Commissioner  
7 Widger Rd.  
Town of Marblehead, MA 01945

E-mail: ivesb@marblehead.org

Telephone: 781-631-2200

I DECLARE UNDER THE PENALTY OF PERJURY THAT THE INFORMATION PROVIDED IN THIS APPLICATION AND SUPPORTING DOCUMENTATION IS TRUE AND CORRECT

Date: 7-26-2024

Elizabeth A. Roth Esq.

Signature of owner or authorized agent (required)

PLEASE PRINT:

Elizabeth A. Roth, Esq.

Name

Roth and Associates, PLLC

Organization (If Applicable)

103 Corinthian Dr.

Address

Address 2 (optional)

Salem, NH 03079

City/Town

State

Zip Code

eroth@rothlawyers.com

E-mail

603-401-0121

Telephone

# SERVICE NOTICE

I, Elizabeth A. Roth, as attorney  
(Name) (Relationship to the applicant)

HEREBY CERTIFY UNDER THE PAINS AND PENALTIES OF PERJURY THAT I SERVED OR CAUSED TO BE SERVED, A COPY OF THIS VARIANCE APPLICATION ON THE FOLLOWING PERSON(S) IN THE FOLLOWING MANNER:

	<u>NAME AND ADDRESS OF PERSON OR AGENCY SERVED</u>	<u>METHOD OF SERVICE</u>	<u>DATE OF SERVICE</u>
1 Building Department	ivesb@marblehead.org; build@marblehead.org; flaxera@marblehead.org	Email	
2 Local Commission on Disability (If Applicable)	Local disability commission: lblaisdell@marblehead.org	Email	
3 Independent Living Center	Local Independent Living Center: information@Disabilityrc.org	Email	

*Elizabeth A. Roth, Esq.*  
**Signature**

7-26-2024  
**Date**

July 26, 2024

Docket: C21 013

**APPLICATION FOR VARIANCE**

**SUPPLIMENTAL ANSWER TO REQUEST #1**

Mr. Warren submits this application to pursue installation of an external wheelchair lift that is a non-compliant approach to the front entry of the commercial entrance to the premises at 139 Pleasant Street, Marblehead, MA. This resolution would give access to the disabled community id allowed by the Board as a *Reasonable Modification* (Please see 521 CMR 2.5.1) *“Departures from particular technical and scoping requirements of 521 CMR by the use of other designs and technologies are permitted without a variance, where the alternative designs and technologies used will provide substantially equivalent or greater access and usability of the facility”*.

The non-compliance in question, is evident in all design options shown on the RWH Architects drawing options 1, 2 and 3 (please see Attachments A 1.5). The number 1 option is the preference design for both Mr. Warren and the architects recommendation. The non-compliant entrance is further described in the RWH Architects letter. (Please see Attachment: Formal Letter of Opinion) You will see that the bay window blocks a small portion to the right of the main entrance. This apparently is a potential violation of 521 CMR 25.00 ENTRANCES (at 25.2 and 25.3 attached).The window cannot be removed and flattened as it would involve major renovation to do so and therefore potentially serves as a protruding object (See: 521 CMR 20.6 and 25.5 attached). In his letter, you will note that the Architect shows a 60” circle of maneuverability to accommodate a wheelchair in option #2. That circle of maneuverability is included in all 3 design options and you will see the non-compliance area caused by the window would not interfere with the lift function nor the area of the door entrance. It is our understanding that since the non-compliance that is caused by the apparent “protruding window” it’s location satisfies the requirements of 521 CMR 20.4 to effectively allow a person in a wheelchair to clear the accessible route in order to comply with 521 CMR 20.4: Fig. 20a or 20b.

Therefore Mr. Warren requests that the Board consider his position under 521 CMR 2.5.1, 20.4 with Fig. 20a or 20b, 20.6 that a variance would not be necessary to approve the wheelchair lift as an acceptable alternative to make this location accessible (521 CMR 2.5.1). In the alternative, Mr. Warren requests that the Board grant a variance in a form of modified relief as the window obstruction is a de minimis obstruction that allows disability access that does not strictly comply with 521 CMR 25 ENTRANCES and particularly, 521 CMR 20.6.

**Procedural History and Comments**

This request is made as response to a complaint brought before this Board on or about August 11, 2021. This original matter addressed the need to require access to the second and third floor residential areas of the building and an additional main entrance access to the retail area on the first floor. Mr. Chase reached out to Mr. Warren on or about February 20, 2024 – AAB sent Second Notice for C21-013, giving ten days to submit a plan of corrective action. During the lapse in time, apparently Mr. Warren was investigating the wheelchair lift as a corrective option. He did not communicate with the architects nor his attorney during his investigative period. After receiving the February 2024 letter Mr. Warren immediately contacted both his architects and his attorney to reengage our services.

Mr. Chase and I have been in email communication since April 2024 as we have attempted to coordinate our research and correct response to the Board. In his July 27, 2024 email to me Mr. Chase clarified our focus:

*Is a lift going to be installed to the first floor? The architect is correct that vertical access is not required to the second and third floors, but is mistaken on the reasoning. Transient lodging facilities include hotels, motels, inns, and other similar facilities. Vertical access is not required to the second and third floors because it is a residential building with fewer than three dwelling units and does not need to comply with sections 9 and 10 of 521 CMR. Please let me know if and when a lift will be installed. Andrew Chase*

Compliance Officer/Architectural Access Board/Office of Public Safety and Inspections  
Division of Occupational Licensure  
1000 Washington Street, Suite 710 Boston, MA 02118 617-826-5255 Ext. 25255  
[www.mass.gov/aab](http://www.mass.gov/aab)

With this direction, Mr. Warren understood that his focus was to be only on the main entrance and the feasibility of installing a lift. Therefore this application for a variance is significantly different than others submitted to the Board previously as this Application is only focused on the installation of a wheel chair lift as a resolution to comply with full access to the main entrance of the commercial area of this location. Mr. Warren’s research found a lift model and his architects have recommended a non-compliant entry approach as the only viable solution to the access to the commercial entrance of the building. Mr. Warren understands that this design and installation will also require local building inspector approval if the lift is allowed by the Architectural Board.

Robert William Hannon Architect, PLLC  
264 North Broadway, Unit #205  
Salem, NH 03079



JULY 25, 2024

Elizabeth A Roth, Esquire  
Roth and Associates PLLC  
103 Corinthian Drive  
Salem, NH 03079  
PHONE 603.401.0121

Project: **Residential Commercial, 139 Pleasant Street, Marblehead, MA**  
Docket: **C21 013**  
RE: **Letter of Opinion Regarding MAAB Complaint**

Dear Attorney Roth,

It is the opinion of RWH that accessibility to the first-floor commercial space could be improved with the application of a wheelchair lift. There appears to be space available to rebuild the front deck/stair approach while including a pass-thru style lift. (see drawing 1 on sheet A-1.5) The alterations will require some site improvements on the front right side of the main entry. (likely regrading of the mild slope and a concrete pad for the lift to sit on as well as a hard surface a wheel chair could roll on). It is important to note that a fully compliant door approach will be obstructed caused by the bay window on the push side of the main door. The bay window protrudes into the 12" clear width of the push side approach. The proposed lift could likely be installed but a code compliant entry would cause the need for major structural change. Approval for a non-compliant entry approach would be needed for this solution to be feasible. (see drawing 1 on sheet A-1.5)

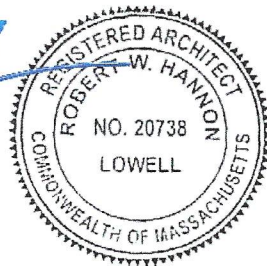
**Structural change:** Structural change includes major reconstruction of walls or partitions of relocation of bearing walls or partitions. Minor alterations include the opening of sections of walls and/or the relocation of equipment of fixtures is not considered structural change.

It is the recommendation of RWH Architect that the incorporation of an exterior wheelchair lift with a non-compliant entry approach be accepted as the only viable solution to supply access to the commercial space within this property. The proposed lift could likely be installed but a code compliant entry would cause the need for major structural change. Approval for a non-compliant entry approach would be needed for this solution to be feasible.

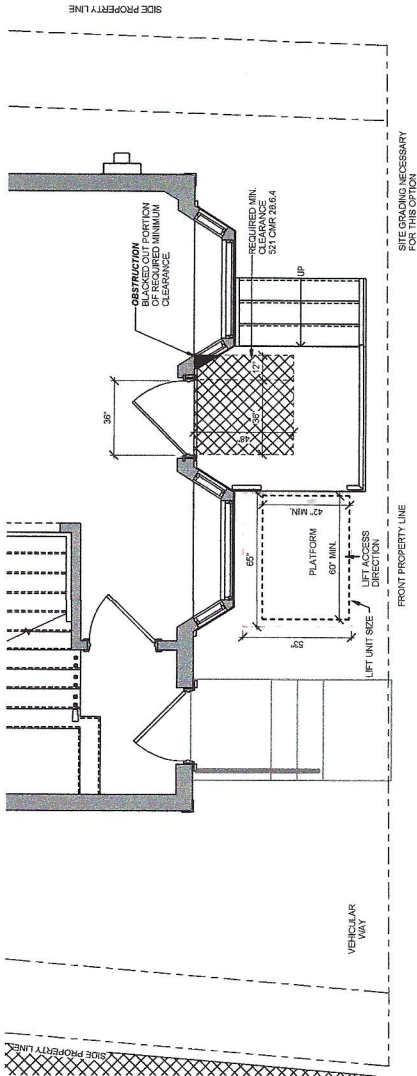
Please let me know if you would like to discuss this matter further.

Warm regards,

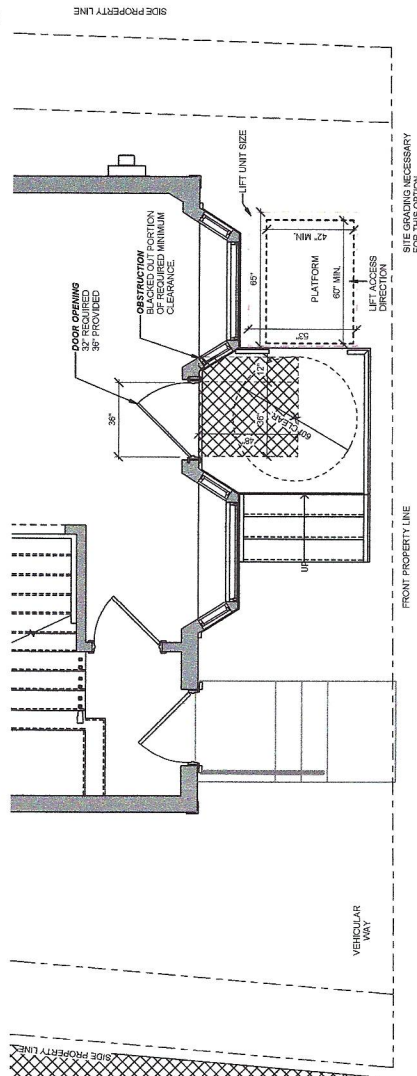
  
Robert W. Hannon, AIA



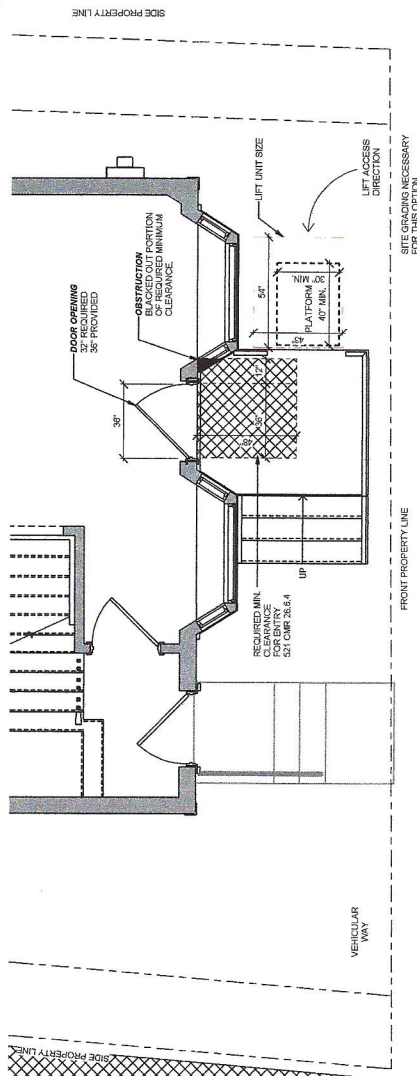
Encl: n/a



**FIRST FLOOR LIFT OPTION 3**  
3/8" = 1'-0" 4.1.3




**FIRST FLOOR LIFT OPTION 2**  
3/8" = 1'-0" 4.1.3



**FIRST FLOOR LIFT OPTION 1**  
3/8" = 1'-0" 4.1.3

KMS USE ONLY

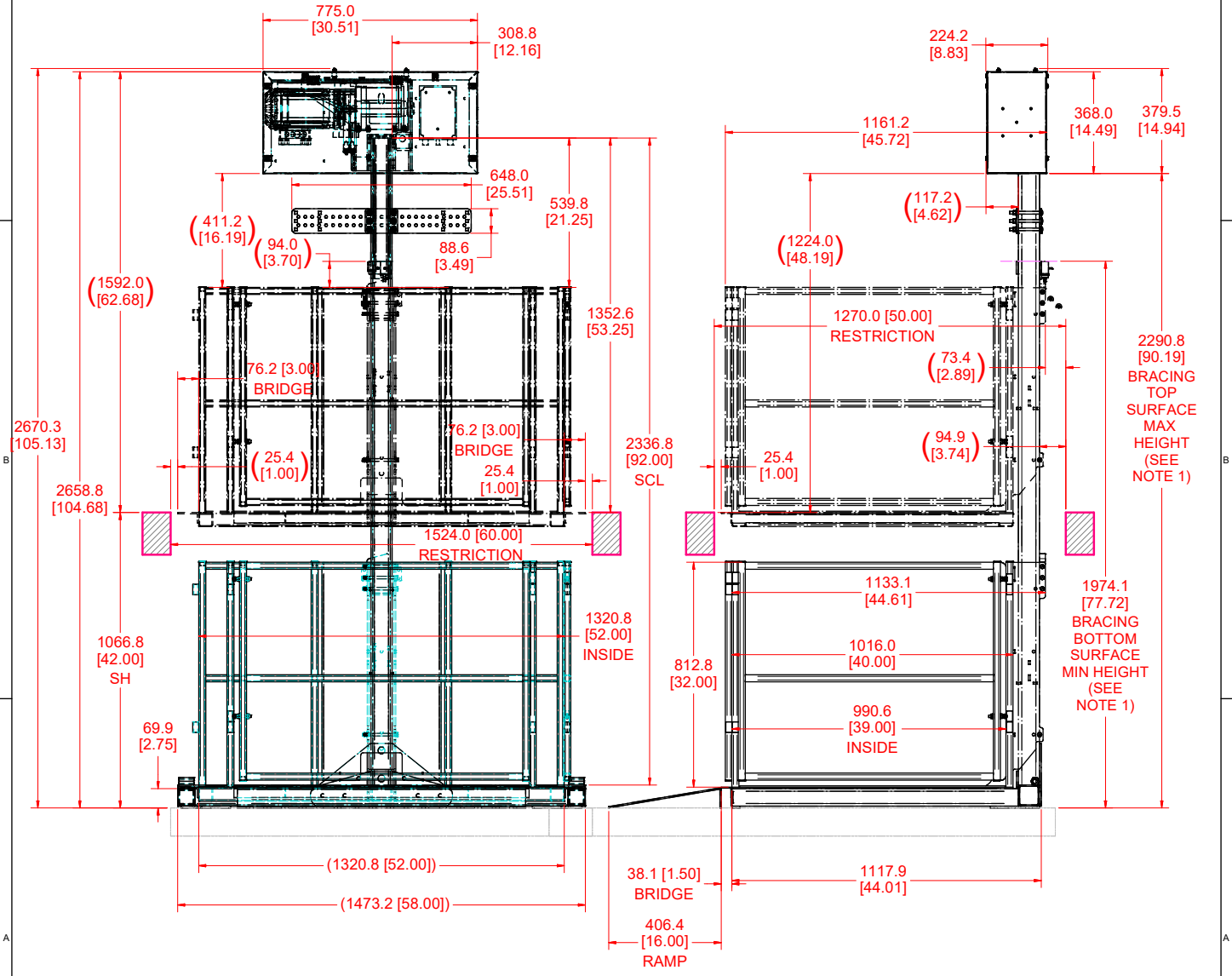
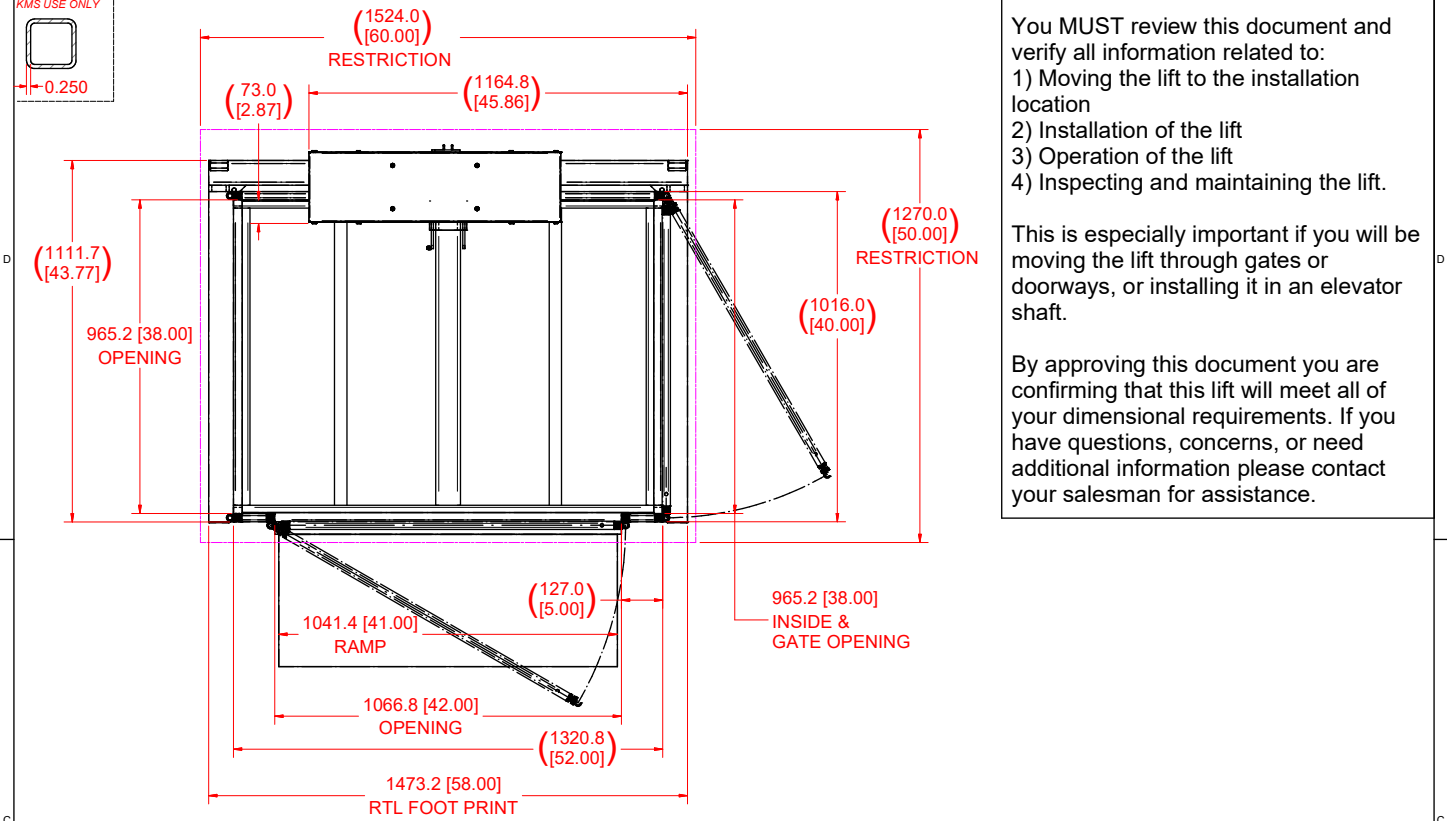


You MUST review this document and verify all information related to:

- 1) Moving the lift to the installation location
- 2) Installation of the lift
- 3) Operation of the lift
- 4) Inspecting and maintaining the lift.


This is especially important if you will be moving the lift through gates or doorways, or installing it in an elevator shaft.

By approving this document you are confirming that this lift will meet all of your dimensional requirements. If you have questions, concerns, or need additional information please contact your salesman for assistance.

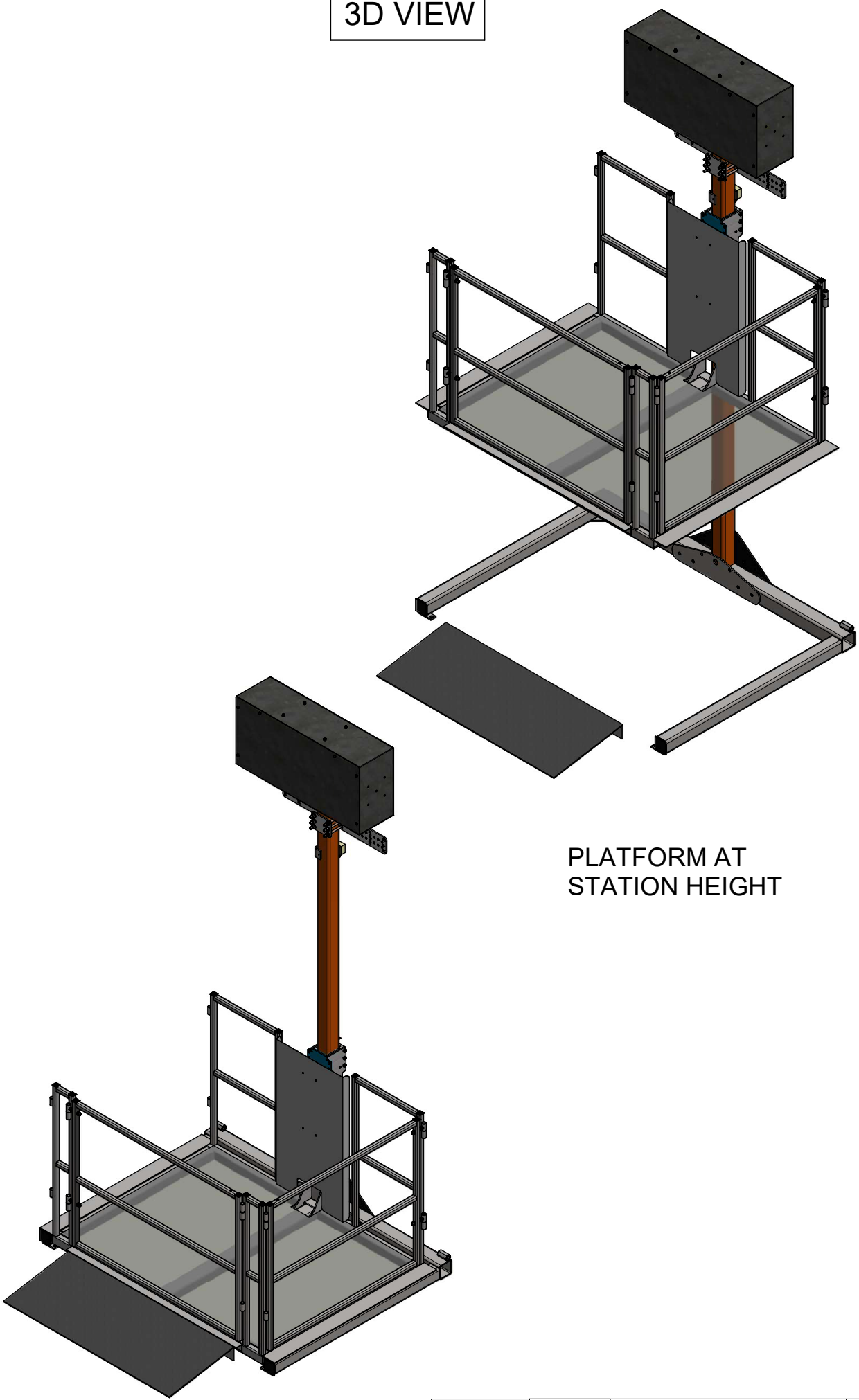


NOTES:  
 1. COLUMN BRACE SHALL NOT CONTACT THE HOIST HEAD & LIMIT SWITCH

LIFT SIZE: 52" X 40" X 32" (LWH)  
 LIFT RATING: 500 LBS  
 STATION HEIGHT: 42"  
 BRIDGE: 3"(L&R), 1.5"(F)

<small>PRIMARY DIMENSIONS ARE IN MILLIMETERS. DIMENSIONS IN BRACKETS ARE IN INCHES AND ARE REFERENCES ONLY.</small> <b>PROPRIETARY INFORMATION</b> <small>THIS DRAWING AND ITS CONTENTS ARE CONFIDENTIAL AND ARE THE PROPERTY OF KM SERVICES, INC. ANY REPRODUCTION OF THIS DRAWING OR ANY PART IN ANY MANNER IS PROHIBITED WITHOUT THE WRITTEN PERMISSION OF KM SERVICES.</small> <small>COPYRIGHT © 2019</small>	<small>OPEN DIMENSION TOLERANCES</small> X ± 0.5 X ± 0.5 S.S. XXX ± 0.3 *STOOP ± 0.5 S. ANGLES ± 0.5°  <small>THIRD ANGLE PROJECTION</small> <small>ALL SURFACE FINISHES TO COMMERCIAL TOLERANCES UNLESS OTHERWISE SPECIFIED</small> <small>DO NOT SCALE PRINT</small>	<b>KM SERVICES INC., WILLIAMSBURG, VA 23185</b> WEIGHT: N/A MATERIAL: FINISH: HEAT TREAT: <small>SECUR HILES AND BREAK ALL EDGES TO ±0.2</small>	<small>DRAWN: KMS</small> <small>DATE: 4/2/2024</small> <small>STATION: KMS</small> <small>SIZE: 2</small> <small>SHEET: 1 OF 2</small> <small>SCALE: 1:8</small> <small>REV: 00</small>
<small>DWG NUMBER: 3300016_V157</small>		<b>ASM, LIFT, 52" X 40" X 32"</b> <h1 style="color: blue;">AAB 81</h1>	

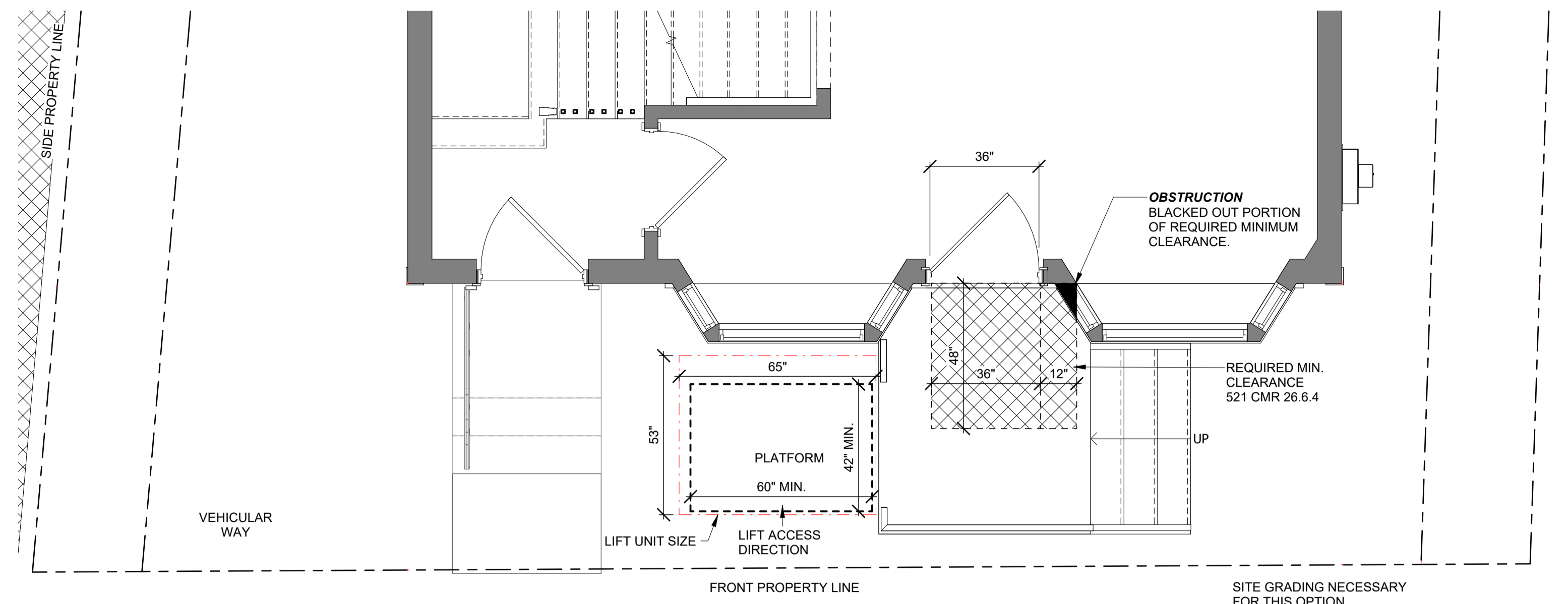
# 3D VIEW



PLATFORM AT STATION HEIGHT

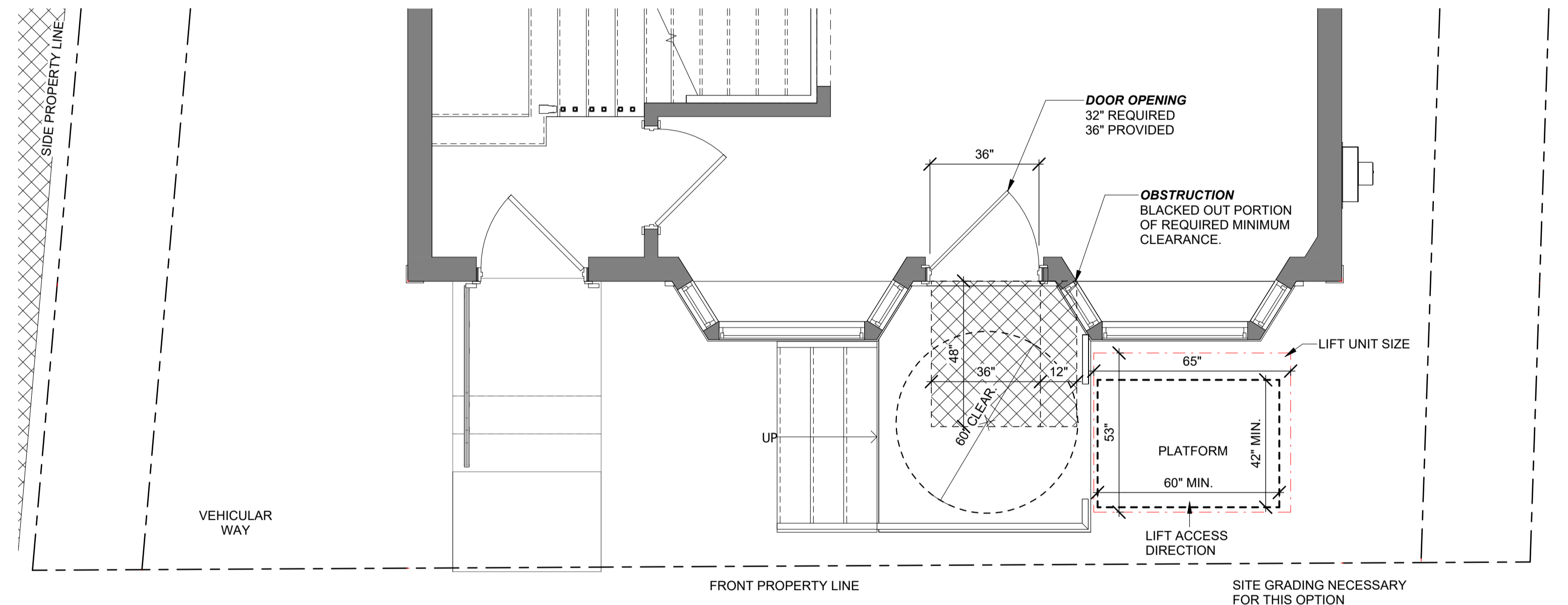
PLATFORM AT FLOOR LEVEL

PRIMARY DIMENSIONS ARE IN MILLIMETERS. DIMENSIONS IN BRACKETS ARE IN INCHES AND ARE REFERENCE ONLY. <b>PROPRIETARY INFORMATION</b> THIS DRAWING AND ITS CONTENTS ARE CONFIDENTIAL AND ARE THE PROPERTY OF KM SERVICES, INC. ANY REPRODUCTION OF THIS DRAWING OR ANY PART IN ANY MANNER IS PROHIBITED WITHOUT THE WRITTEN PERMISSION OF KM SERVICES. COPYRIGHT © 2019	OPEN DIMENSION TOLERANCES X ± 0.5 XX ± 0.5 XXX ± 0.5 *STOCK ± 0.5 ANGLES ± 0.5° THIRD ANGLE PROJECTION	<b>KM SERVICES INC., WILLIAMSBURG, VA 23185</b> WEIGHT: <i>N/A</i> MATERIAL: FINISH: HEAT TREAT:	DRAWN: MKS DATE: 4/2/2024 DESIGNED: KMS SHEET: 2 OF 2 SCALE: 1:8 REV: 00
	ALL SURFACE FINISHES TO COMMERCIAL TOLERANCES UNLESS OTHERWISE SPECIFIED SECURITY HOLES AND BREAK ALL EDGES TO ±0.2 DO NOT SCALE PRINT	DWG TITLE <b>ASM, LIFT, 52" X 40" X 32"</b> <b>AAB 82</b>	DWG NUMBER 3300016_V157



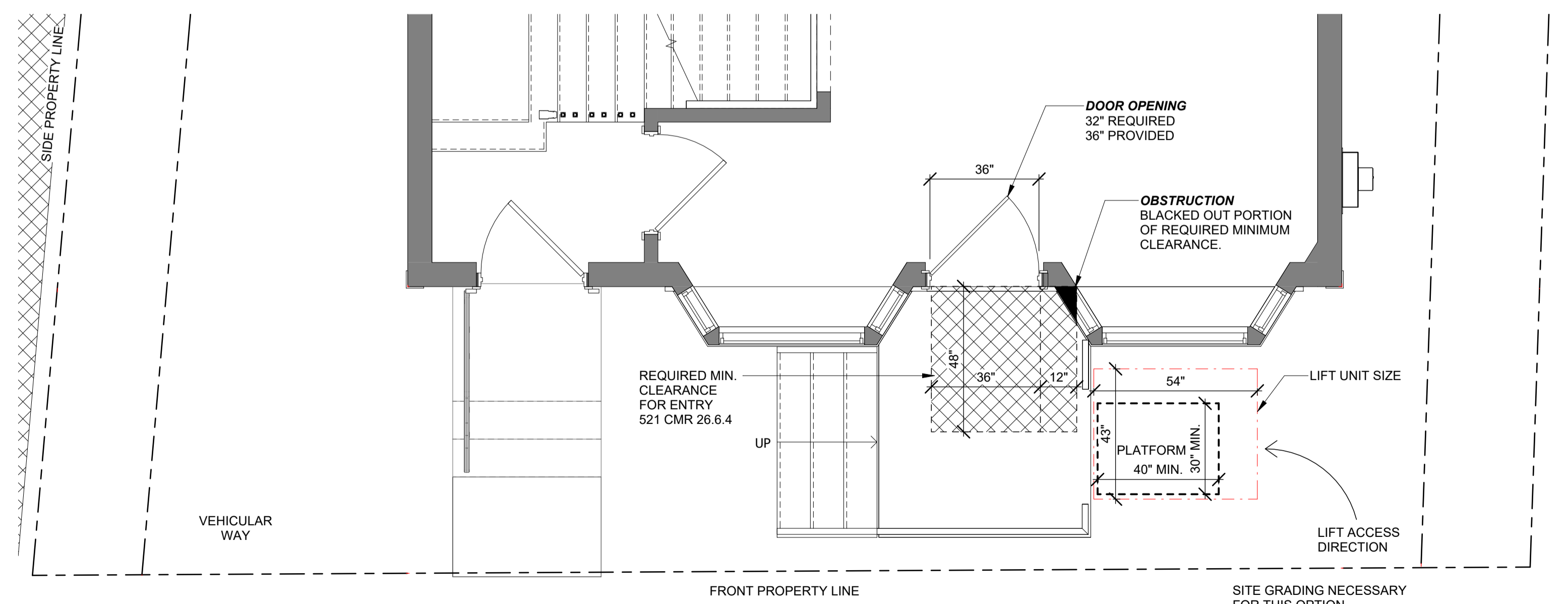
**FIRST FLOOR LIFT OPTION 3**

3/8" = 1'-0" A-1.5



**FIRST FLOOR LIFT OPTION 2**

3/8" = 1'-0" A-1.5



**FIRST FLOOR LIFT OPTION 1**

3/8" = 1'-0" A-1.5

## 521 CMR: ARCHITECTURAL ACCESS BOARD

### 521 CMR 2.00: PURPOSE AND SCOPE

#### 2.1 PURPOSE

521 CMR is designed to make *public buildings* and facilities *accessible* to, functional for, and safe for use by *persons with disabilities*.

#### 2.2 INTENT

It is the intent of 521 CMR to provide *persons with disabilities* full, free and safe use of all *buildings* and facilities so that all such persons may have the educational, living and recreational opportunities necessary to be as self-sufficient as possible and to assume full responsibilities as citizens.

#### 2.3 VIOLATIONS

521 CMR is deemed to be a specialized code as referred to in M.G.L. c. 143, § 96, the violation of which shall constitute gross negligence for the purpose of M.G.L. c. 112, § 60G, clause (d), and shall be subject to the additional powers granted to the *Board* by M.G.L. c. 22, § 13A.

2.3.1 The *Board* shall receive complaints of non-compliance with any rule or regulation from any person or may receive complaints initiated by its own staff. If the *Board* finds, after notice and opportunity for a hearing, that any person is not in compliance with any rule or regulation, it may issue an order to compel such compliance. Such order may specify the date and the manner by which such person shall cure the noncompliance found by the Board and may require that pending the cure of such noncompliance a performance bond be furnished, payable to the Commonwealth, in such penal sum as the *Board* finds reasonable.

2.3.2 In the event that a person fails to cure such noncompliance by the date specified in the *Board's* order, the *Board* shall be empowered, after further hearing, to impose a fine payable to the Commonwealth not to exceed \$1,000 per day per violation for each day of noncompliance that the *Board* finds was without justification.

2.3.3 The *Board* shall also have the power, if it determines that such failure to cure noncompliance is without justification, to bring a complaint before any appropriate licensing or permit granting authority against the license or permit of such person.

2.3.4 The *Board* shall have the authority to issue subpoenas.

#### 2.4 GENERAL CONVENTIONS

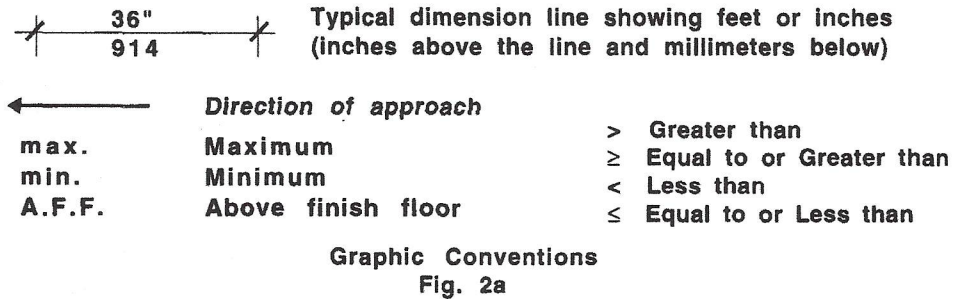
The following conventions apply when using 521 CMR:

2.4.1 Graphic and other illustrations are provided in 521 CMR to illustrate a solution only. They are not to be taken as the best solution or the only solution, but are provided to clarify the intent of the written regulations. The written word always prevails.

## 521 CMR: ARCHITECTURAL ACCESS BOARD

### 2.00: PURPOSE AND SCOPE

2.4.2 Graphic conventions are shown in **Figure 2a**. Dimensions that are not marked minimum or maximum shall comply with **521 CMR 2.4.4**, unless otherwise noted in the text or captions.



2.4.3 Words italicized in the text indicate that a definition of that word is provided in **521 CMR 5.00: DEFINITIONS**.

2.4.4 Tolerances on all dimensions, unless otherwise noted, shall not exceed the following:

- Dimensions between zero and two inches, (0" and 2" = 0mm and 51mm) inclusive, shall have a maximum tolerance of plus or minus one-eighth inch ( $1/8" = 3\text{mm}$ ).
- Dimensions more than two inches and less than 36 inches ( $>2"$  and  $<36" = >51\text{mm}$  and  $<914\text{mm}$ ) shall have a maximum tolerance of plus or minus one-half inch ( $1/2" = 13\text{mm}$ ).
- Dimensions 36 inches or greater (36" or  $> = 914\text{mm}$  or  $>$ ) shall have a maximum tolerance of plus or minus one inch ( $1" = 25\text{mm}$ ).
- Slopes may not exceed maximums. Slopes shall be measured in two-foot increments.

Note: Tolerances do not apply to minimums or maximums.

2.4.5 When a percentage is calculated to determine the number of *accessible elements*, if the number ends in a fraction of five-tenths (.5) or more, the number shall be rounded up to the next whole number. If the number ends in a fraction less than five-tenths (.5), the number shall be rounded down.

2.4.6 When calculating the conversion from inches to millimeters (using  $1"=25.4\text{mm}$ ), if the number ends in a fraction of five-tenths (.5) or more, the number shall be rounded up to the next whole number. If the number ends in a fraction less than five-tenths (.5), the number shall be rounded down.

### **2.5** REASONABLE MODIFICATIONS

*Reasonable modifications* to *public use* and *common use* spaces in a *multiple dwelling* must comply with 521 CMR. *Reasonable modifications* to an individual unit do not need to comply with 521 CMR.

2.5.1 Departures from particular technical and scoping requirements of 521 CMR by the use of other designs and technologies are permitted without a variance, where the alternative designs and technologies used will provide substantially equivalent or greater access and usability of the facility.

521 CMR 20.00:

ACCESSIBLE ROUTE

20.1 GENERAL

An *accessible route* shall provide a continuous unobstructed path connecting *accessible spaces* and *elements* inside and outside a *facility*. *Accessible routes* may include but are not limited to *walks*, halls, corridors, aisles, skywalks, and tunnels. *Accessible routes* may not include stairs, steps, or escalators, even if the stairs and steps are required to be *accessible* under 521 CMR.

20.2 LOCATION

Within the boundary of the *site*, an *accessible route(s)* shall be provided from *accessible parking*, *accessible passenger loading zones*, and public streets or *sidewalks* to the *accessible building entrance* they serve. The *accessible route(s)* shall coincide with the route for the general public.

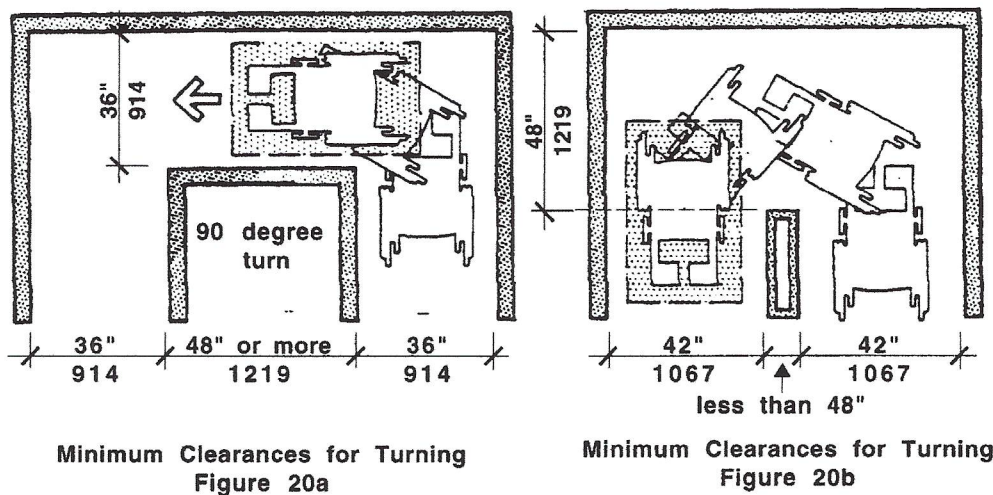
20.2.1 At least one *accessible route* shall connect *accessible buildings, facilities, elements* and *spaces* that are on the same *site*.

20.3 WIDTH

An *accessible route* shall have a minimum *clear* width of 36 inches (36" = 914 mm) except at doors and at openings less than 24 inches (24" = 610mm) deep where it shall comply with 521 CMR 26.00: DOORS AND DOORWAYS.

20.4 TURNS

If a person in a wheelchair must make a turn around an obstruction, the minimum *clear* width of the *accessible route* shall comply with Fig. 20a or 20b.



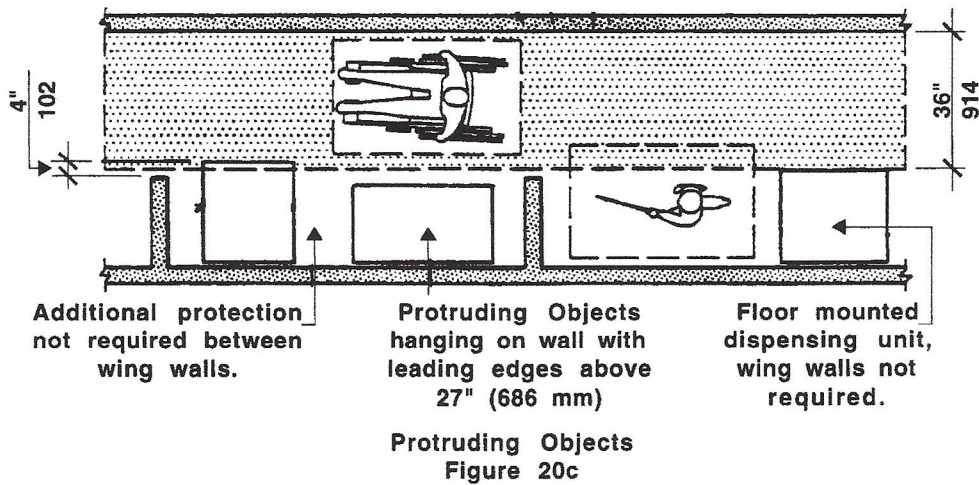
20.5 PASSING SPACE

If an *accessible route* has less than 60 inches (60" = 1524mm) *clear* width, then *passing spaces* at least 60 inches by 60 inches (60" x 60" = 1524mm by 1524mm) shall be located at intervals not to exceed 200 feet (200' = 61m). A T-intersection of two corridors or walks is an acceptable passing place.

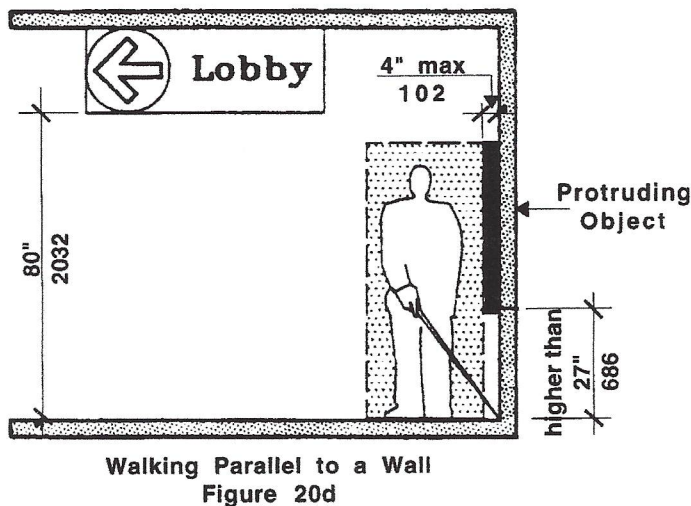
20.00: ACCESSIBLE ROUTE

20.6 PROTRUDING OBJECTS

Objects shall not reduce the *clear* width of an *accessible route* or maneuvering space (see Fig. 20c) and must comply with 521 CMR 20.6.1.



20.6.1 Objects projecting from walls (for example, telephones) with their leading edges between 27 inches and 80 inches (27" and 80" = 686mm and 2032mm) above the finished floor shall protrude no more than four inches (4" = 102mm) into walks, halls, corridors, passageways, or aisles and shall not have sharp or abrupt edges. See Fig. 20d.



20.6.2 Objects mounted with their leading edges at or below 27 inches (27" = 686mm) above the finished floor may protrude any distance as long as they do not reduce the *accessible route* below 36 inches (36" = 914mm). See Fig. 20e.

521 CMR: ARCHITECTURAL ACCESS BOARD

521 CMR 25.00: ENTRANCES

25.1 GENERAL

All public *entrance(s)* of a *building* or tenancy in a *building* shall be *accessible*. Public *entrances* are any *entrances* that are not solely service *entrances*, loading *entrances*, or *entrances* restricted to employee use only.

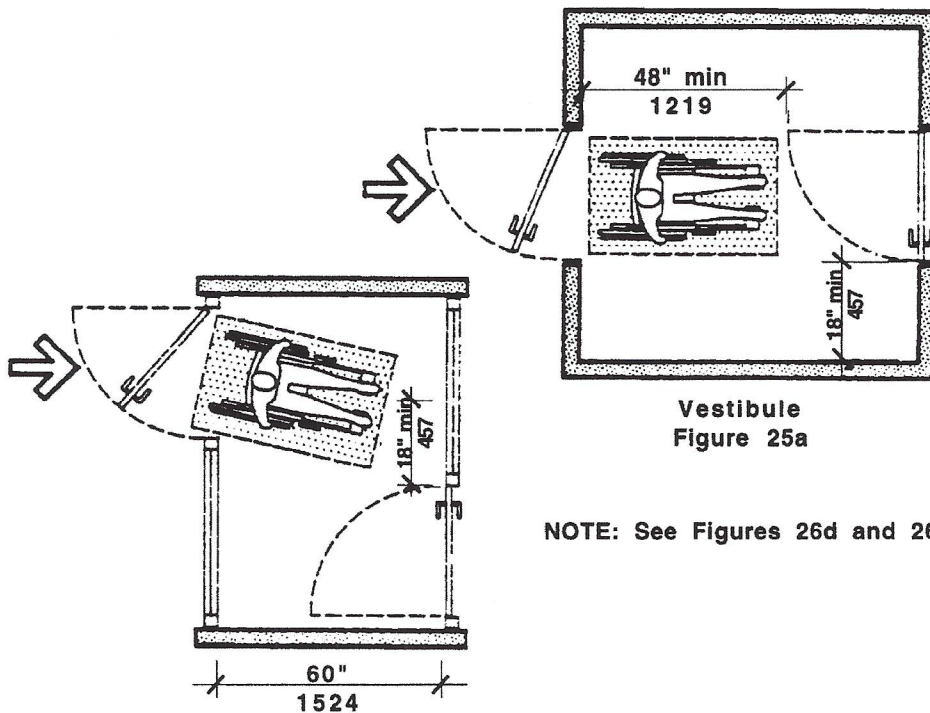
25.1.1 Service *entrances*: If the only *entrance* to a *building*, or tenancy in a *facility*, is a service *entrance*, that *entrance* shall be *accessible*.

25.2 APPROACH

The approach to an *accessible entrance* shall be a paved *walk* or *ramp* with a slip resistant surface, uninterrupted by steps. *Entrance(s)* shall have a *level space* on the interior and exterior of the *entrance* doors complying with **Fig. 25a and 25b**.

25.3 VESTIBULES

Between any two hinged or pivoted doors, there shall be a minimum of 48 inches (48" = 1219mm) plus the width of any door swinging into the space. See **Fig. 25a and 25b**.



Vestibule  
Figure 25a

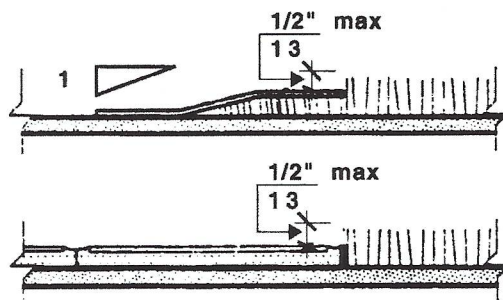
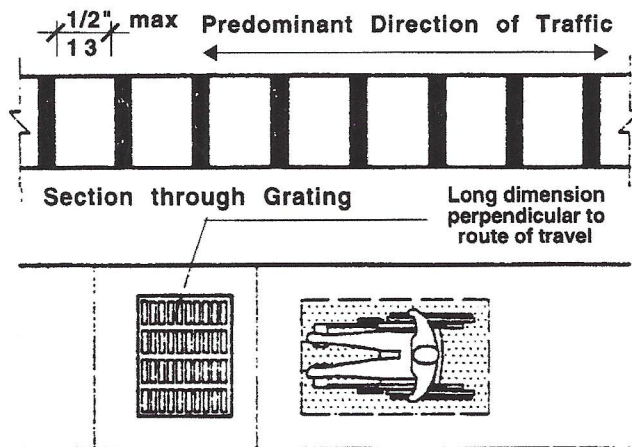
Vestibule (Alternate Solution)  
Figure 25b

NOTE: See Figures 26d and 26e

25.00: ENTRANCES

25.4 MATS AND GRATES

Door mats 1/2 inch (1/2" = 13mm) thick or less shall be securely anchored at all edges to avoid tripping. Door mats between 1/4 inch (1/4" = 6mm) and 1/2 inch (1/2" = 13mm) thick must be secured with beveled edging that slopes no more than 1:2 (50%). Door mats thicker than 1/2 inch (1/2" = 13mm) shall be recessed. Grates shall have openings not exceeding 1/2 inch (1/2" = 13mm) in the path of travel. See Fig. 25c.



Grates and Mats  
Figure 25c

25.5

**PROTRUDING OBJECTS**

Objects that protrude into entranceways, (suspended lights, signs, fixtures, door closers, etc.) shall comply with 521 CMR 20.6, Protruding Objects.

25.6

**SIGNAGE**

Any entrance/exit of a facility not accessible by persons in wheelchairs shall have a sign clearly indicating the location of the accessible entrance/exit.



MAY 20, 2024

Elizabeth A Roth, Esquire  
Roth and Associates PLLC  
103 Corinthian Drive  
Salem, NH 03079  
PHONE 603.401.0121

Project: **Residential Commercial, 139 Pleasant Street, Marblehead, MA**  
Docket: **C21 013**  
RE: **Letter of Opinion Regarding MAAB Complaint**

Dear Attorney Roth,

Robert William Hannon Architect (RWH) has reviewed the provided documents and the applicable codes related to accessibility. RWH has also performed multiple test fits responding to the need of an accessible route from the ground level to all the levels above (see provided drawings).

Our opinion remains that it is "technically infeasible" to supply an accessible route to the 2<sup>nd</sup> and 3<sup>rd</sup> floor (residential space) nor is it required by code due to the Exceptions granted by IBC 2015, IEBC 2015, and 521 CMR. During our research we did find a solution to supplying an accessible route to the first floor (commercial space).

It is the opinion of RWH that accessibility to the first-floor commercial space could be improved with the application of a wheelchair lift. There appears to be space available to rebuild the front deck/stair approach while including a pass-thru style lift. The alterations will require some site improvements on the front right side of the main entry. It is important to note that a fully compliant door approach will be obstructed caused by the bay window on the push side of the main door. The proposed lift could likely be installed but a code compliant entry would cause the need for major structural change. Approval for a non-compliant entry approach would be needed for this solution to be feasible. (see drawing 1 on sheet A-1.2 & drawing 1 on sheet A-1.5)

An accessible route to the 2<sup>nd</sup> and 3<sup>rd</sup> floors of the building appears impracticable without major structural change. Code review conducted by RWH makes known that an accessible route is not required to these two floors based on information provide from IBC 2015, IEBC 2015 and 521CMR. Findings are as follows:

According to the IBC 2015: 1104.4 Exception 1: an accessible route is not required to stories and mezzanines that have an aggregated area of not more than 3,000 square feet. The residential portion of the building is 962.92 SF total.

1107.3 Accessible space: The only bathroom located within the residential portion of the building is located on the 3<sup>rd</sup> floor along with two bedrooms. The third floor of this building does not have the clear floor space necessary for an accessible route within nor is the bathroom accessible due to obstructed minimum clearances.

According to IEBC 2015: 705.1 General. A facility that is altered shall comply with the applicable provisions in section 705.1.1 through 705.1.14 and chapter 11 of the IBC unless it is technically infeasible. Alterations are considered "technically Infeasible".

Roth  
05/17/2024

According to the 521CMR: 8.5.2 Elevators: an elevator is not required in a transient lodging facility that is less than three stories or that has less than 3000 square feet per story. This transient lodging facility is a single two-story unit and is less than 1000 square feet total.

Without major alterations there exists no readily apparent solution for the 2<sup>nd</sup> and 3<sup>rd</sup> floor to be accessible. Structural change such as underpinning the existing foundation, relocation of mechanical systems, modification of loadbearing elements and complete renovation of the 3<sup>rd</sup> floor would be required in order to conform with the 521 CMR (see sheets A-1.2 - A-1.5). The necessary alterations are considered "technically infeasible".

**Structural change:** Structural change includes major reconstruction of walls or partitions or relocation of bearing walls or partitions. Minor alterations include the opening of sections of walls and/or the relocation of equipment or fixtures is not considered structural change.

**Technically infeasible:** An alteration of a facility that has little likelihood of being accomplished because the existing structural conditions require the removal or alteration of a load bearing member that is an essential part of the structural frame, or because other existing physical or site constraints prohibit modification or addition of elements, spaces or features which are in full and strict compliance with the minimum requirements for new construction and which are necessary to provide accessibility.

Our opinion remains that it is "technically infeasible" to supply an accessible route to the 2<sup>nd</sup> and 3<sup>rd</sup> floor (residential space) nor is it required by code due to the Exceptions granted by IBC 2015, IEBC 2015, and 521 CMR.

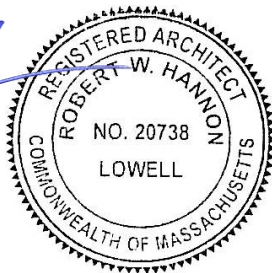
It is the recommendation of RWH Architect that the incorporation of an exterior wheelchair lift with a non-compliant entry approach be accepted as the only viable solution to supply access to the commercial space within this property. The proposed lift could likely be installed but a code compliant entry would cause the need for major structural change. Approval for a non-compliant entry approach would be needed for this solution to be feasible.

Please let me know if you would like to discuss this matter further.

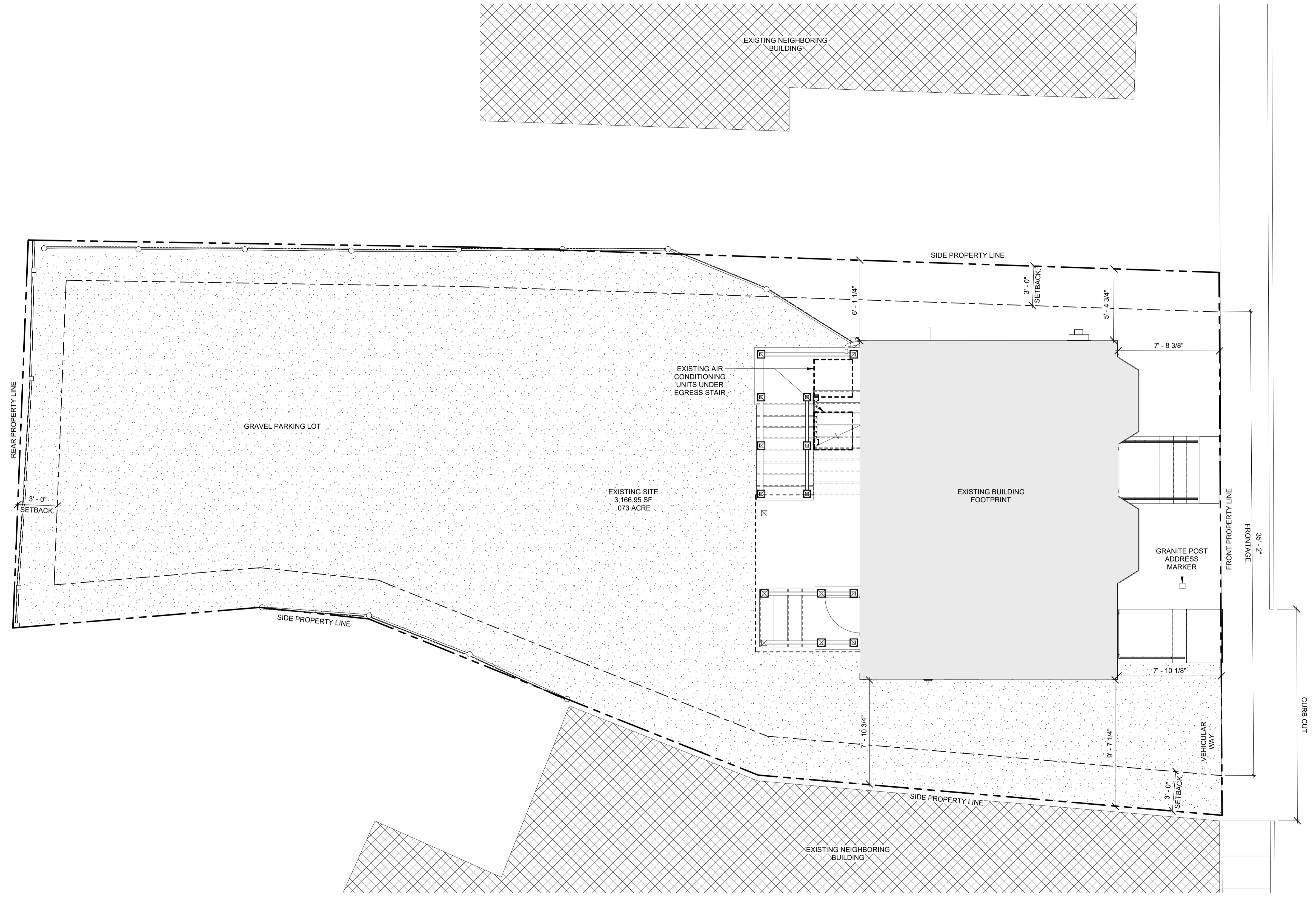
Warm regards,



Robert W. Hannon, AIA



Encl: n/a



SITE PLAN  
1/4" = 1'-0" 1/A-1.1



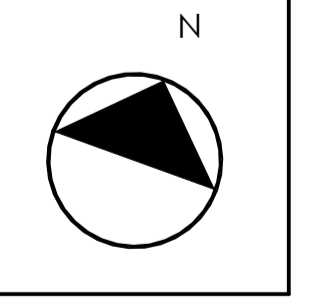
ROBERT WILLIAM  
HANNON ARCHITECT  
264 N. BROADWAY, UNIT 205  
SALEM, NH 03079  
© COPYRIGHT 2022

NOT FOR CONSTRUCTION

CONSULTANT

**ACCESSIBILITY TEST FITS**  
139 PLEASANT STREET, MARBLEHEAD MA

**SITE PLAN**

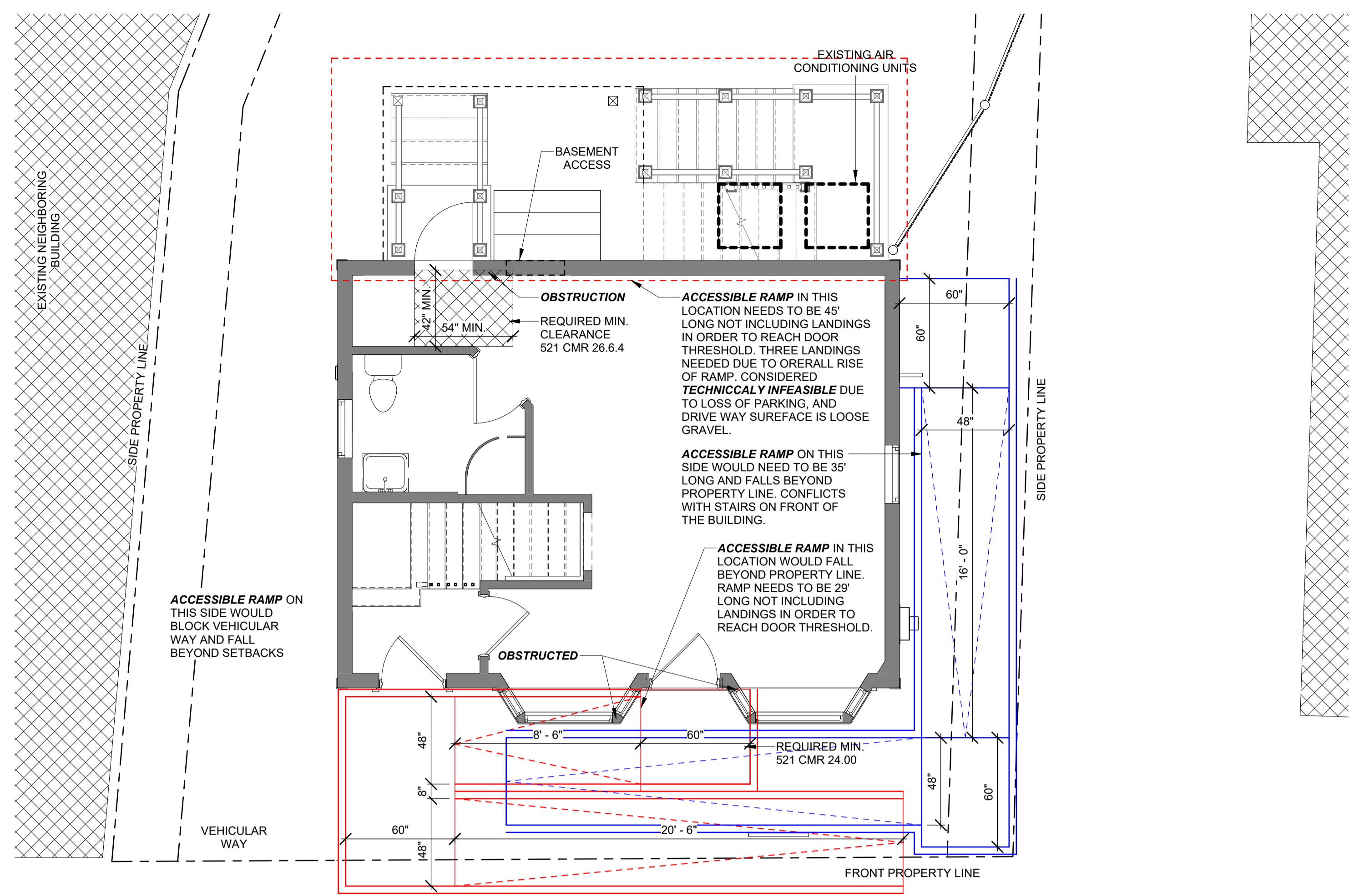


No.	REVISIONS

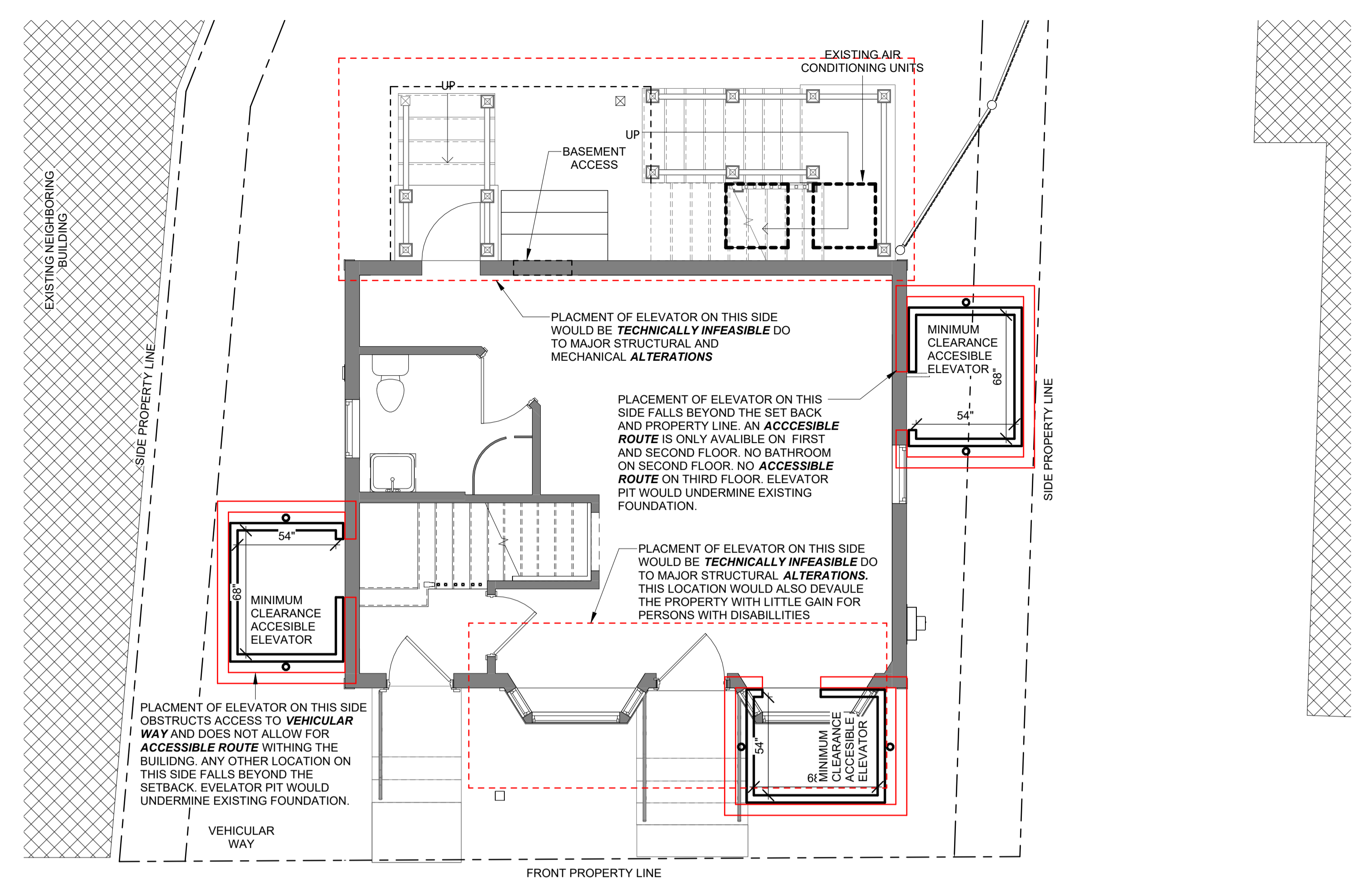
DATE: 08/01/2022  
JOB NO. 24-009  
SHEET NO.

**A-1.1**  
AAB 92

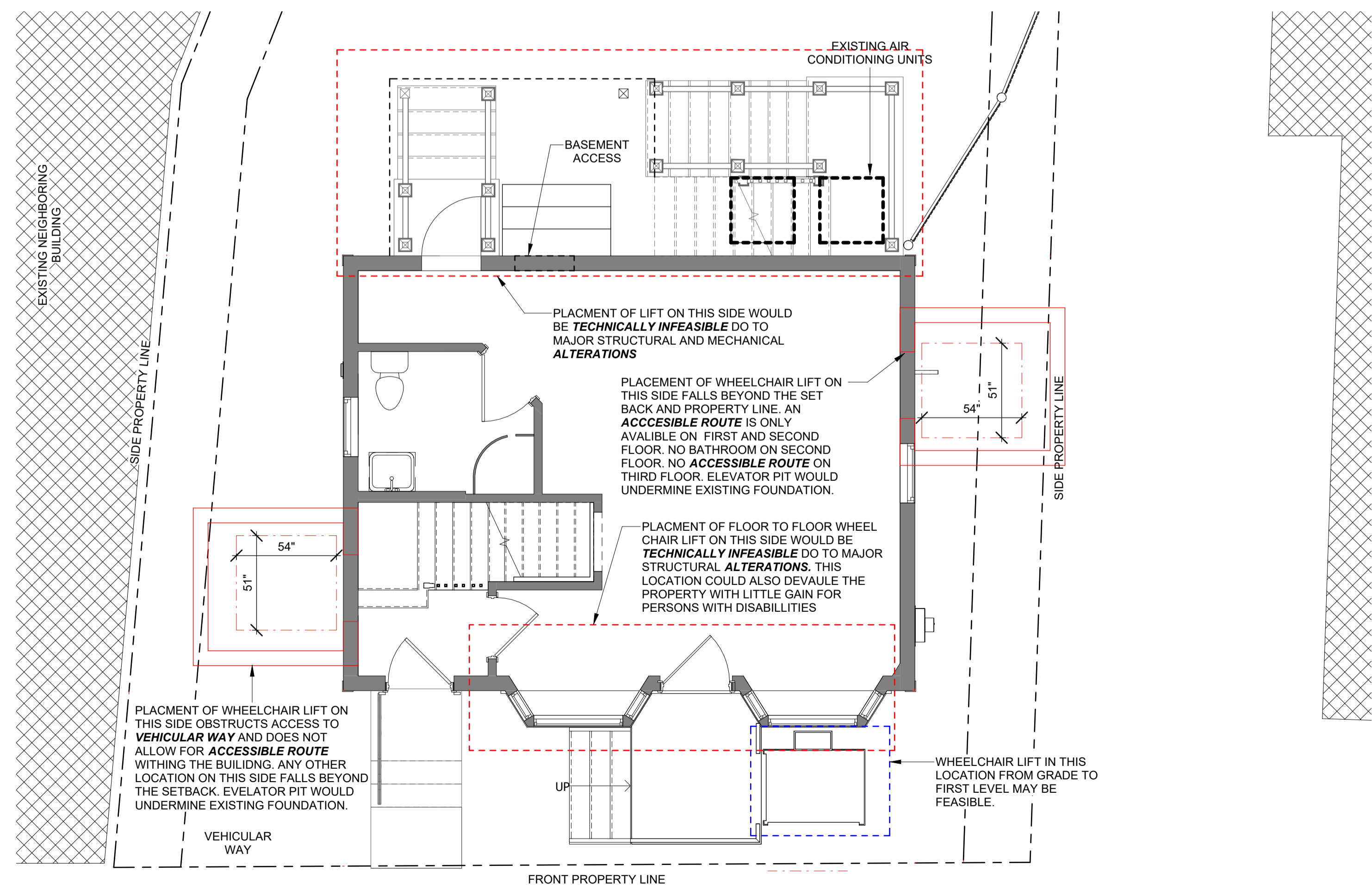
5/14/2024 9:55:00 AM



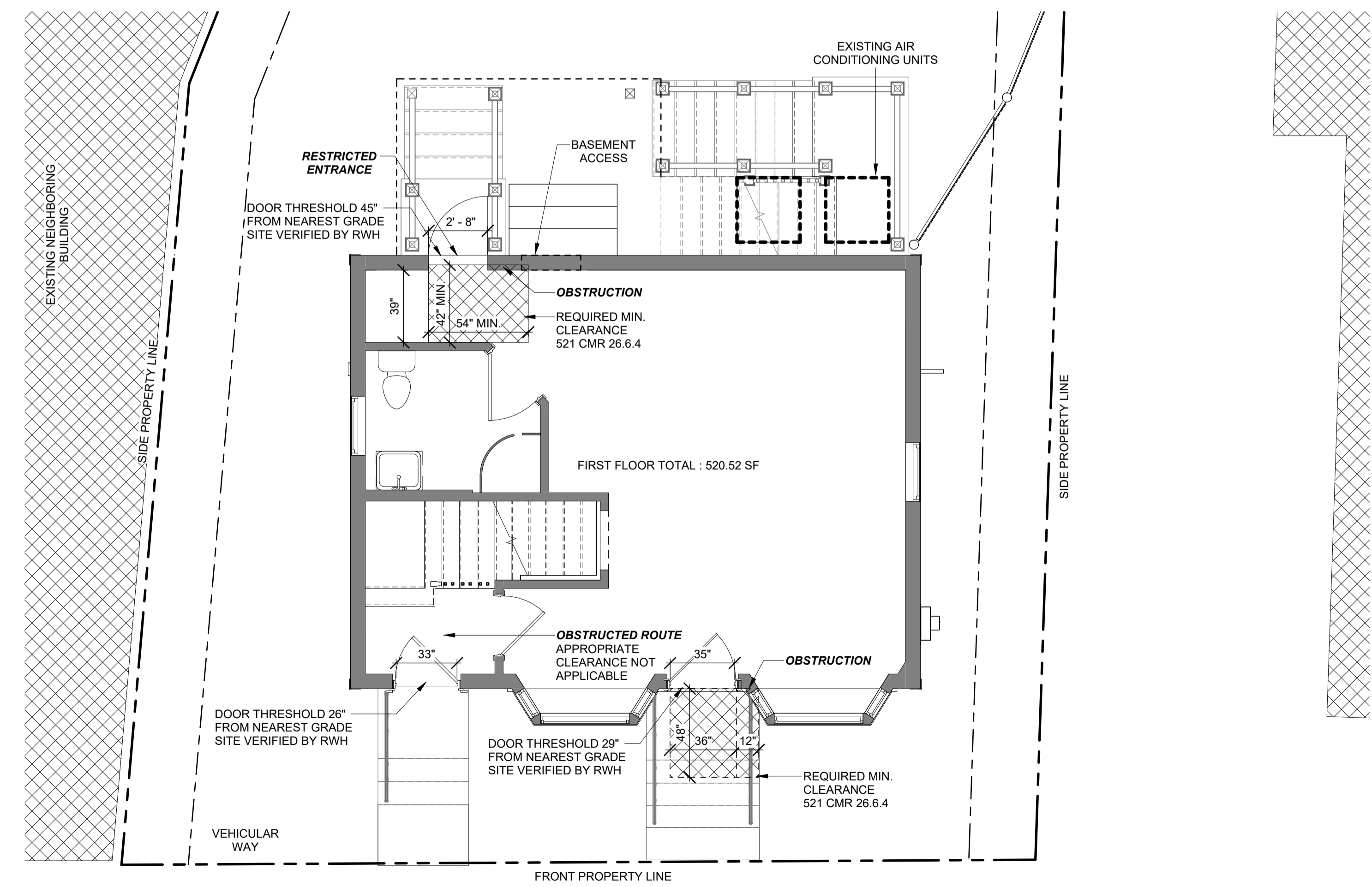
FIRST FLOOR RAMP  
1/4" = 1'-0" (A-1.2)



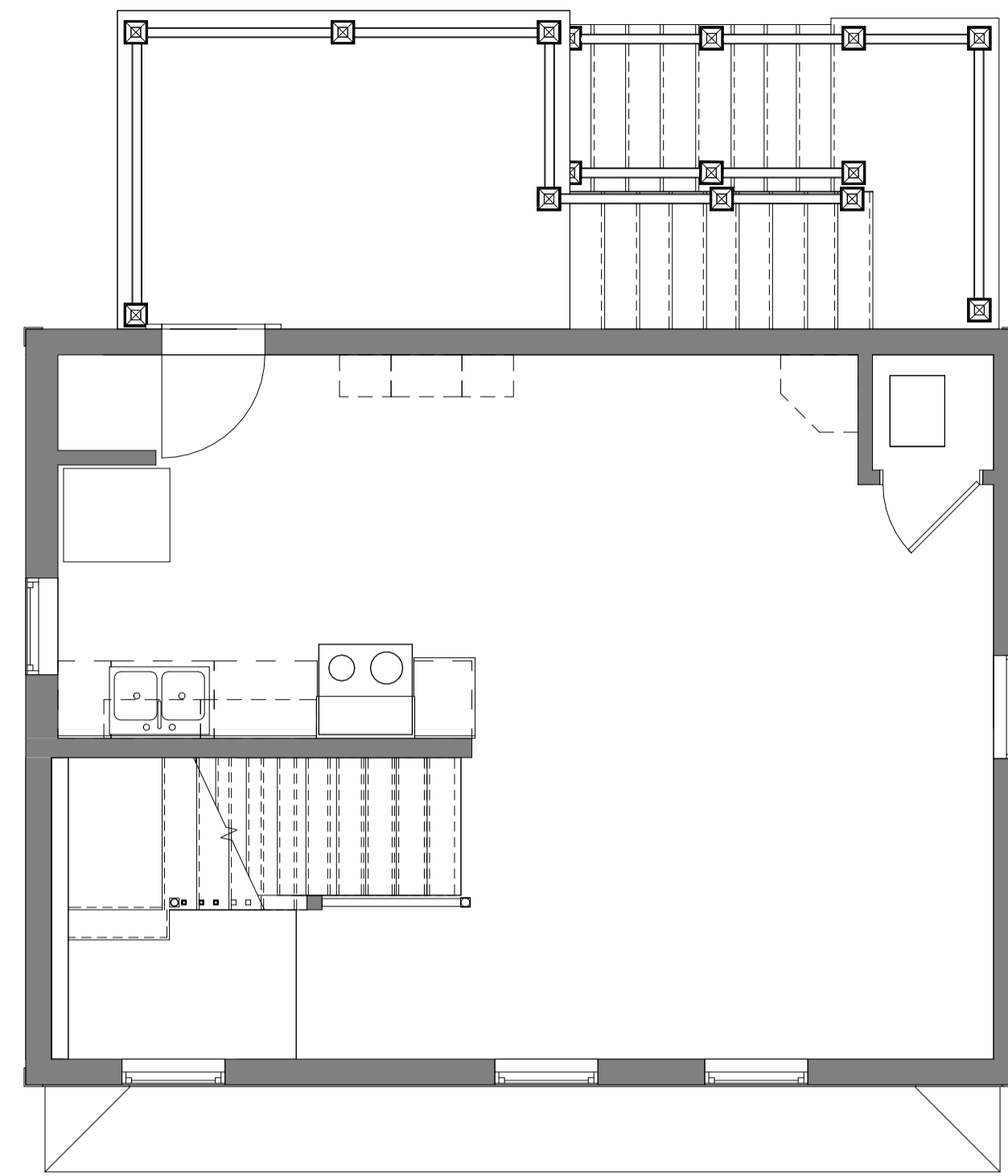
FIRST FLOOR ELEVATOR  
1/4" = 1'-0" (A-1.2)



FIRST FLOOR LIFT  
1/4" = 1'-0" (A-1.2)

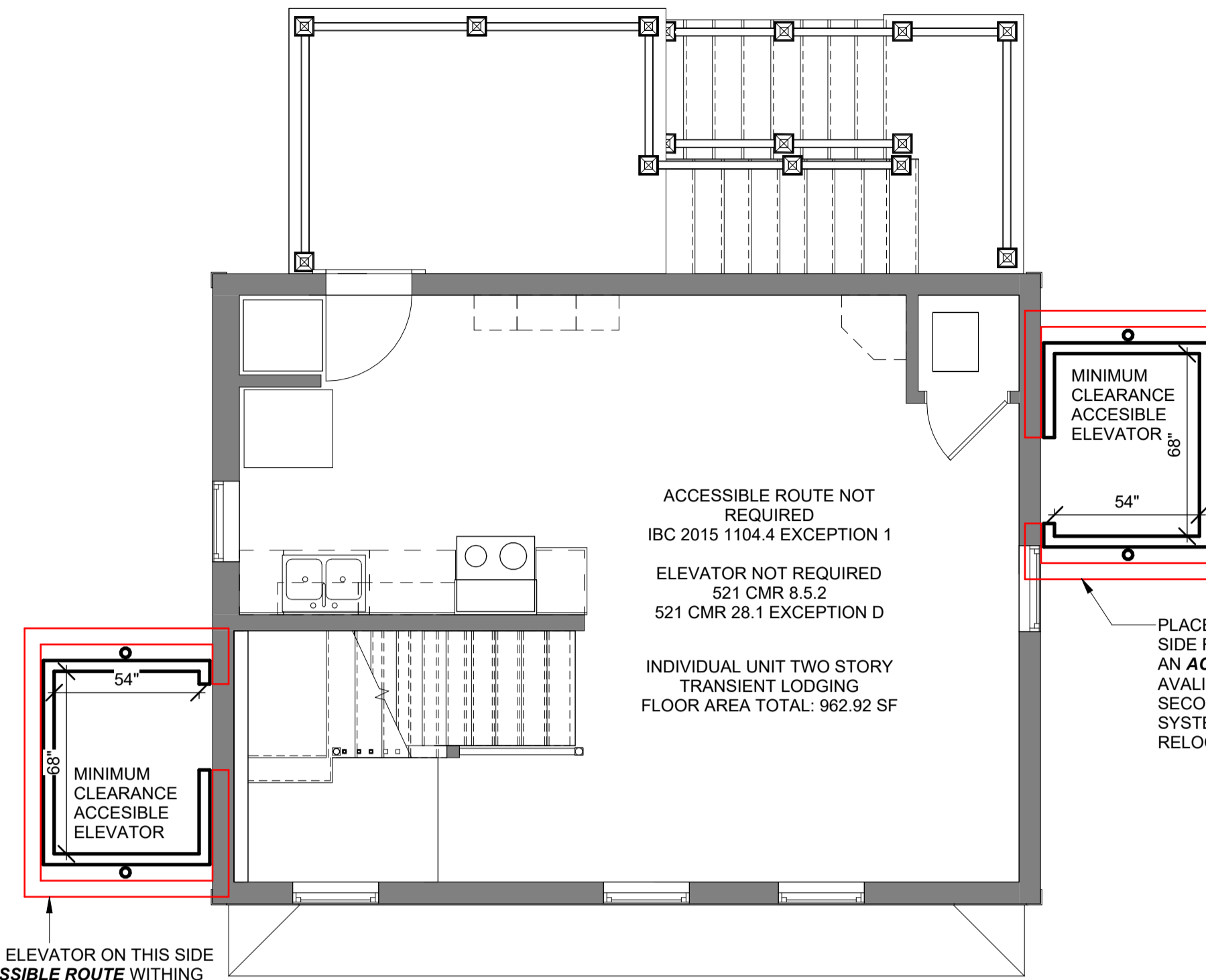


FIRST FLOOR PLAN  
1/4" = 1'-0" (A-1.2)



ACCESSIBLE RAMP  
TECHNICALLY  
INFEASIBLE. PRACTICAL  
SOLUTION FOR A RAMP  
TO THE SECOND FLOOR  
IS NOT POSSIBLE

SECOND FLOOR RAMP 4  
A-1.3  
1/4" = 1'-0"



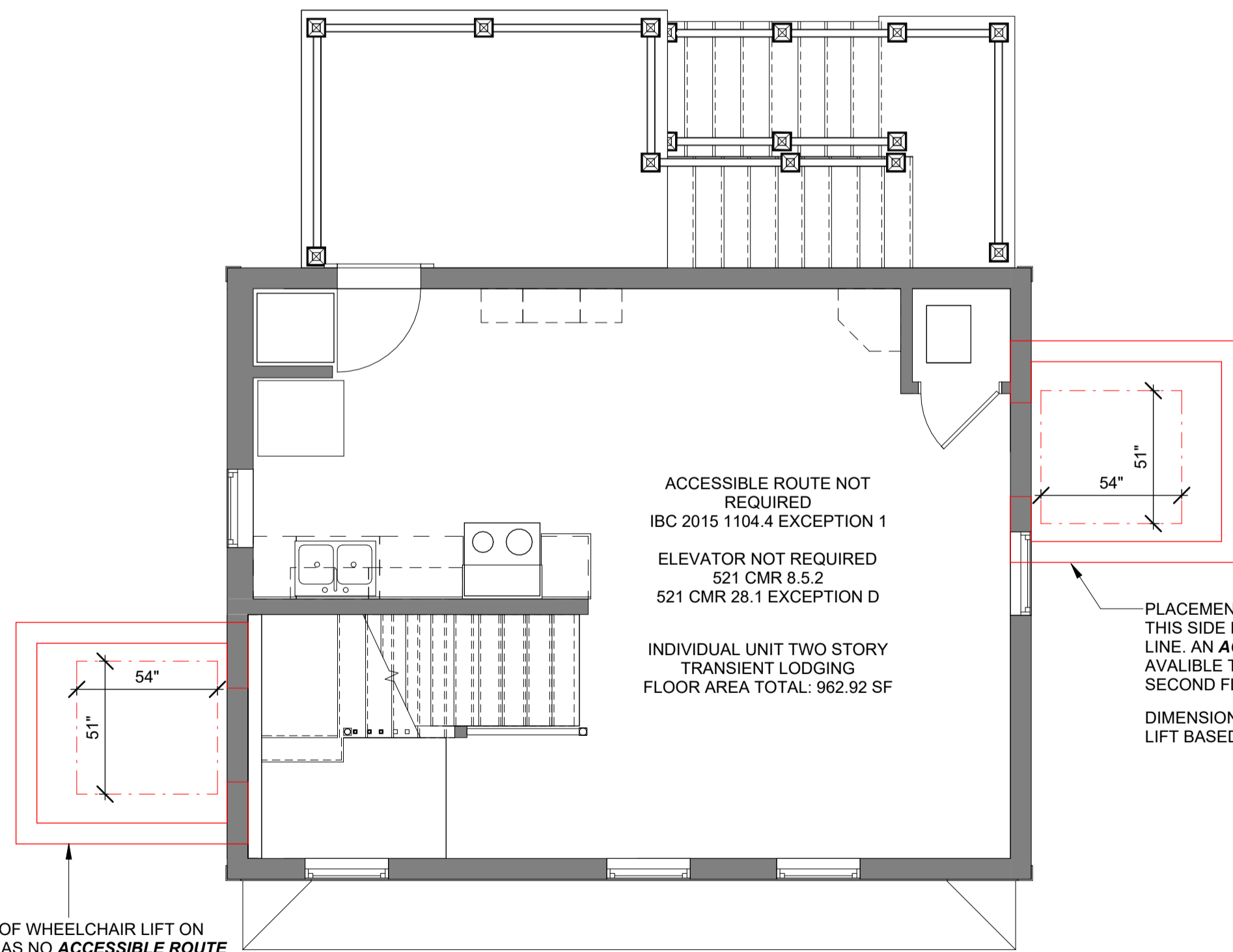
ACCESSIBLE ROUTE NOT  
REQUIRED  
IBC 2015 1104.4 EXCEPTION 1  
ELEVATOR NOT REQUIRED  
521 CMR 8.5.2  
521 CMR 28.1 EXCEPTION D  
INDIVIDUAL UNIT TWO STORY  
TRANSIENT LODGING  
FLOOR AREA TOTAL: 962.92 SF

MINIMUM  
CLEARANCE  
ACCESSIBLE  
ELEVATOR  
54"

PLACEMENT OF ELEVATOR ON THIS  
SIDE FALLS BEYOND PROPERTY LINE.  
AN **ACCESSIBLE ROUTE** IS NOT  
AVAILABLE TO A BATHROOM ON  
SECOND FLOOR. MECHANICAL  
SYSTEMS WOULD NEED TO BE  
RELOCATED. IBC 2015 1109.2

PLACEMENT OF ELEVATOR ON THIS SIDE  
HAS NO **ACCESSIBLE ROUTE** WITHIN  
THE BUILDING. ANY OTHER LOCATION  
ON THIS SIDE FALLS BEYOND THE  
SETBACK.

SECOND FLOOR ELEVATOR 2  
A-1.3  
1/4" = 1'-0"

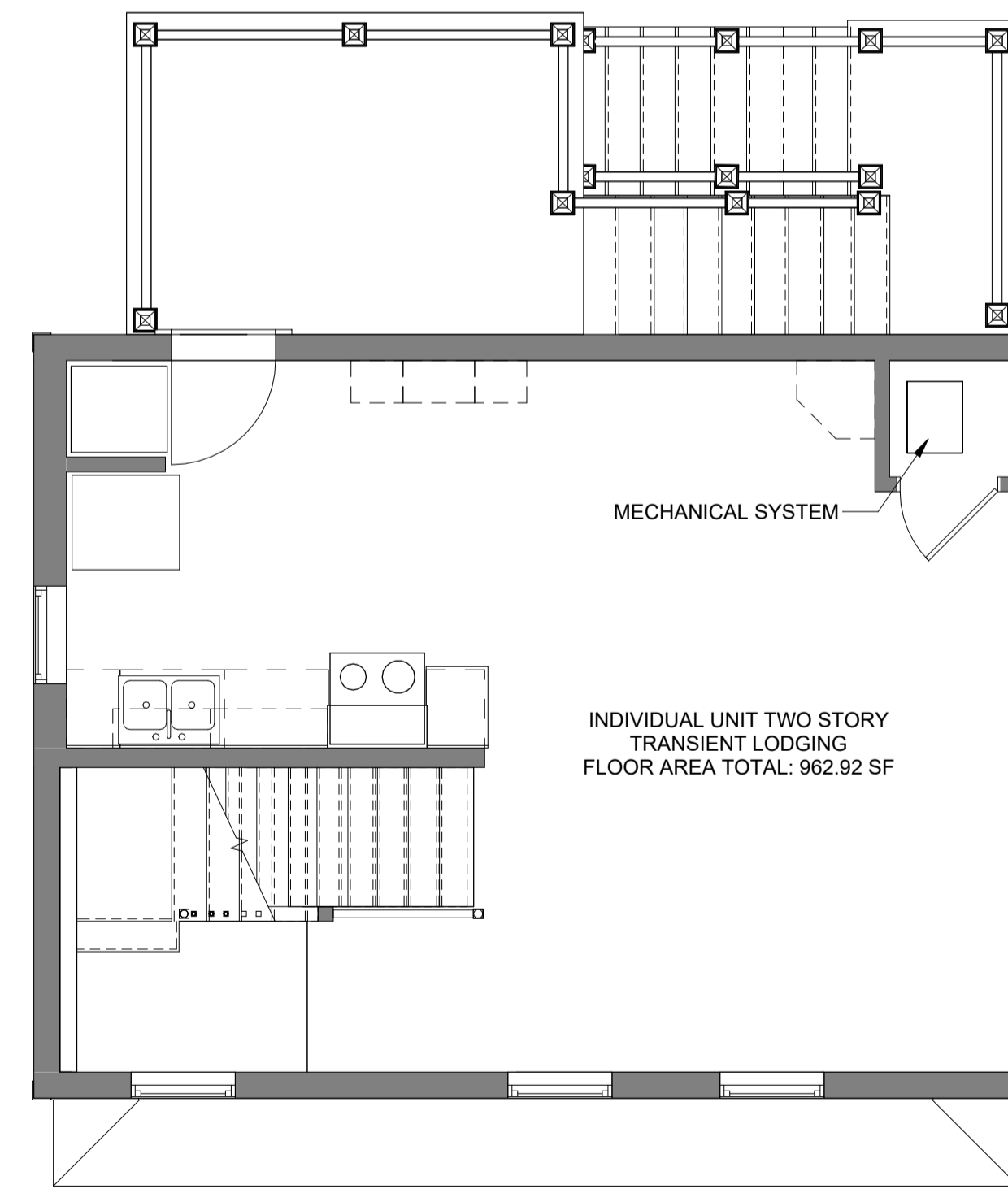


ACCESSIBLE ROUTE NOT  
REQUIRED  
IBC 2015 1104.4 EXCEPTION 1  
ELEVATOR NOT REQUIRED  
521 CMR 8.5.2  
521 CMR 28.1 EXCEPTION D  
INDIVIDUAL UNIT TWO STORY  
TRANSIENT LODGING  
FLOOR AREA TOTAL: 962.92 SF

PLACEMENT OF WHEELCHAIR LIFT ON  
THIS SIDE FALLS BEYOND PROPERTY  
LINE. AN **ACCESSIBLE ROUTE** IS NOT  
AVAILABLE TO A BATHROOM ON  
SECOND FLOOR. IBC 2015 1109.2  
DIMENSIONS OF MULTI-STORY  
LIFT BASED ON LULA LIFT

PLACEMENT OF WHEELCHAIR LIFT ON  
THIS SIDE HAS NO **ACCESSIBLE ROUTE**  
WITHIN THE BUILDING. ANY OTHER  
LOCATION ON THIS SIDE FALLS BEYOND  
THE SETBACK.  
DIMENSIONS OF MULTI-STORY  
LIFT BASED ON LULA LIFT

SECOND FLOOR LIFT 3  
A-1.3  
1/4" = 1'-0"



MECHANICAL SYSTEM

INDIVIDUAL UNIT TWO STORY  
TRANSIENT LODGING  
FLOOR AREA TOTAL: 962.92 SF

SECOND FLOOR TOTAL : 502.46 SF

SECOND FLOOR 1  
A-1.3  
1/4" = 1'-0"

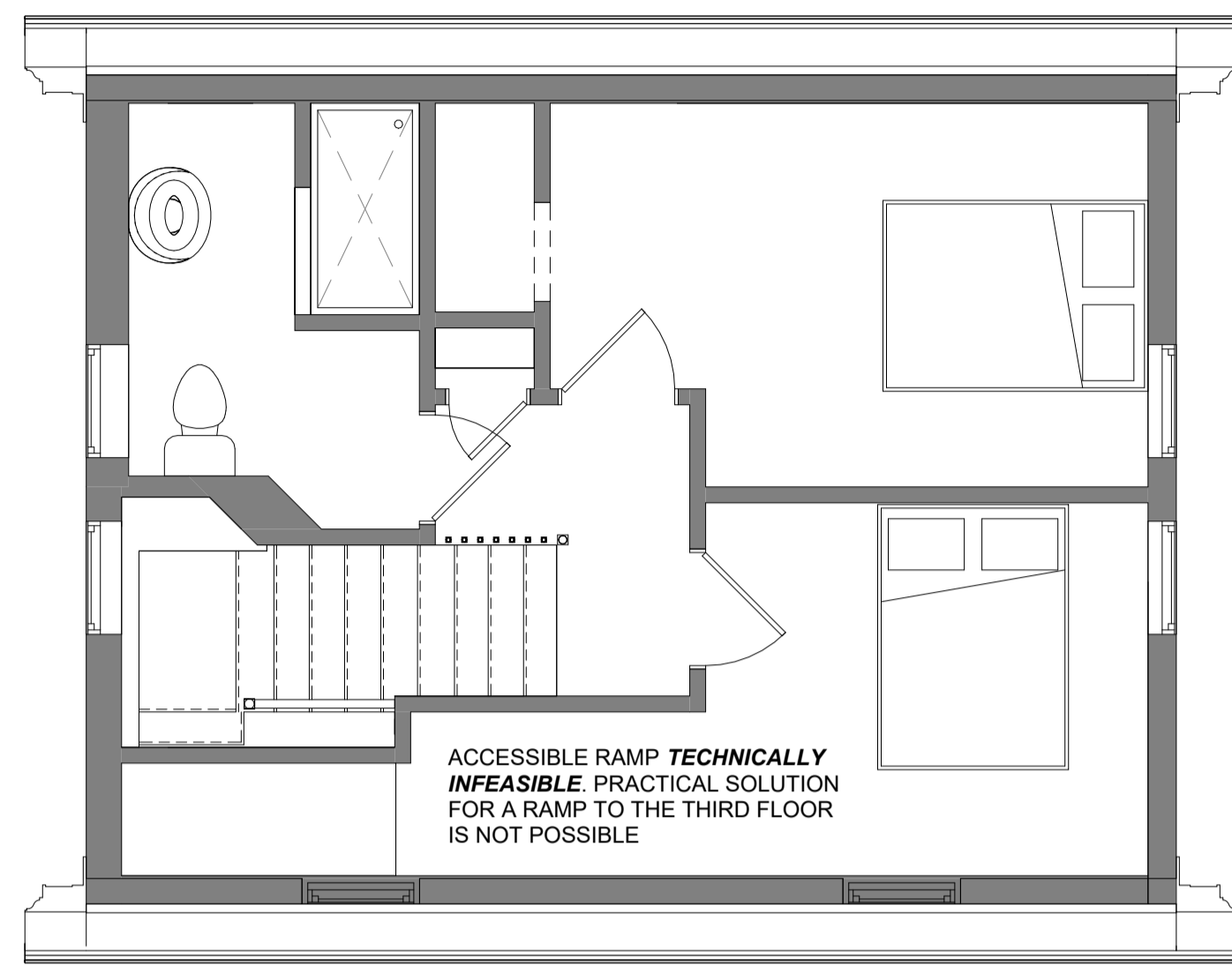
No.	REVISIONS

DATE: 03/26/24

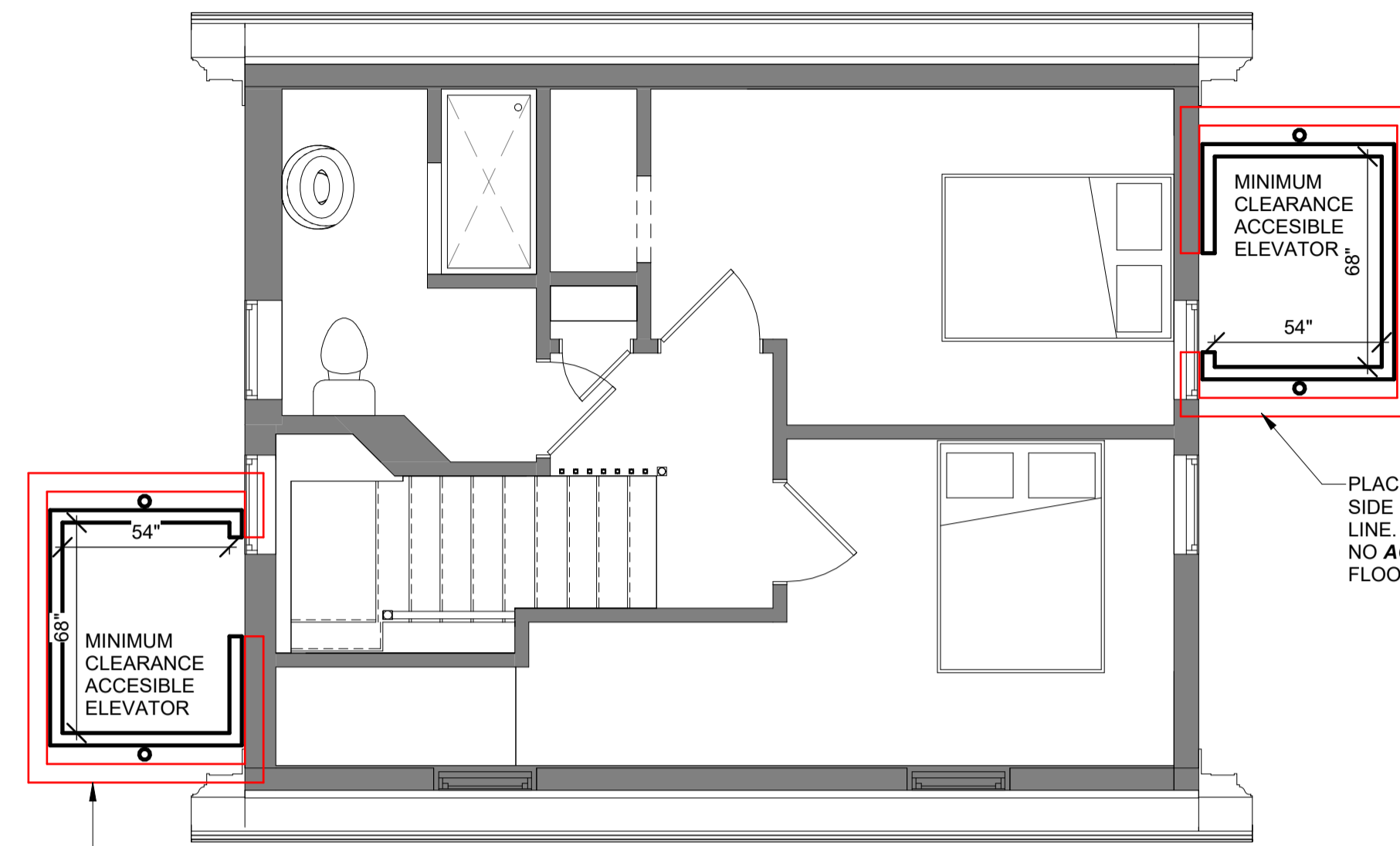
JOB NO. 24-009 APPD.

SHEET NO.

**A-1.3**



**THIRD FLOOR RAMP**  
1/4" = 1'-0" (4) A-1.4

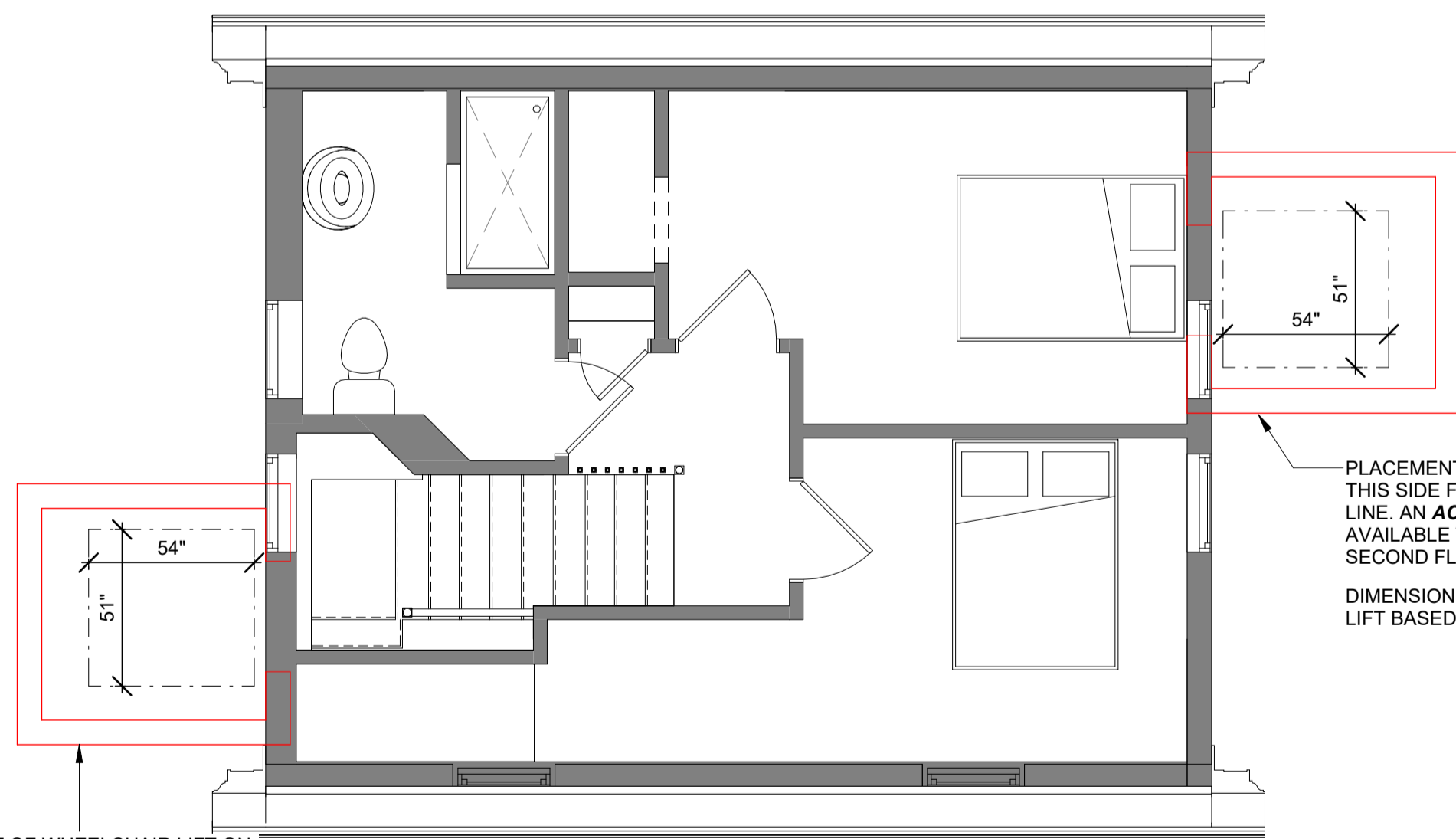


PLACEMENT OF ELEVATOR ON THIS SIDE DOES NOT ALLOW FOR ACCESSIBLE ROUTE WITHIN THE BUILDING. ANY OTHER LOCATION ON THIS SIDE IS TECHNICALLY INFEASIBLE DUE TO MAJOR ALTERATION.

ACCESSIBLE ROUTE NOT REQUIRED  
IBC 2015 1104.4 EXCEPTION 1  
ELEVATOR NOT REQUIRED  
521 CMR 8.5.2  
521 CMR 28.1 EXCEPTION D

SINGLE UNIT TWO STORY  
TRANSIENT LODGING  
FLOOR AREA TOTAL: 962.92 SF

**THIRD FLOOR ELEVATOR**  
1/4" = 1'-0" (2) A-1.4

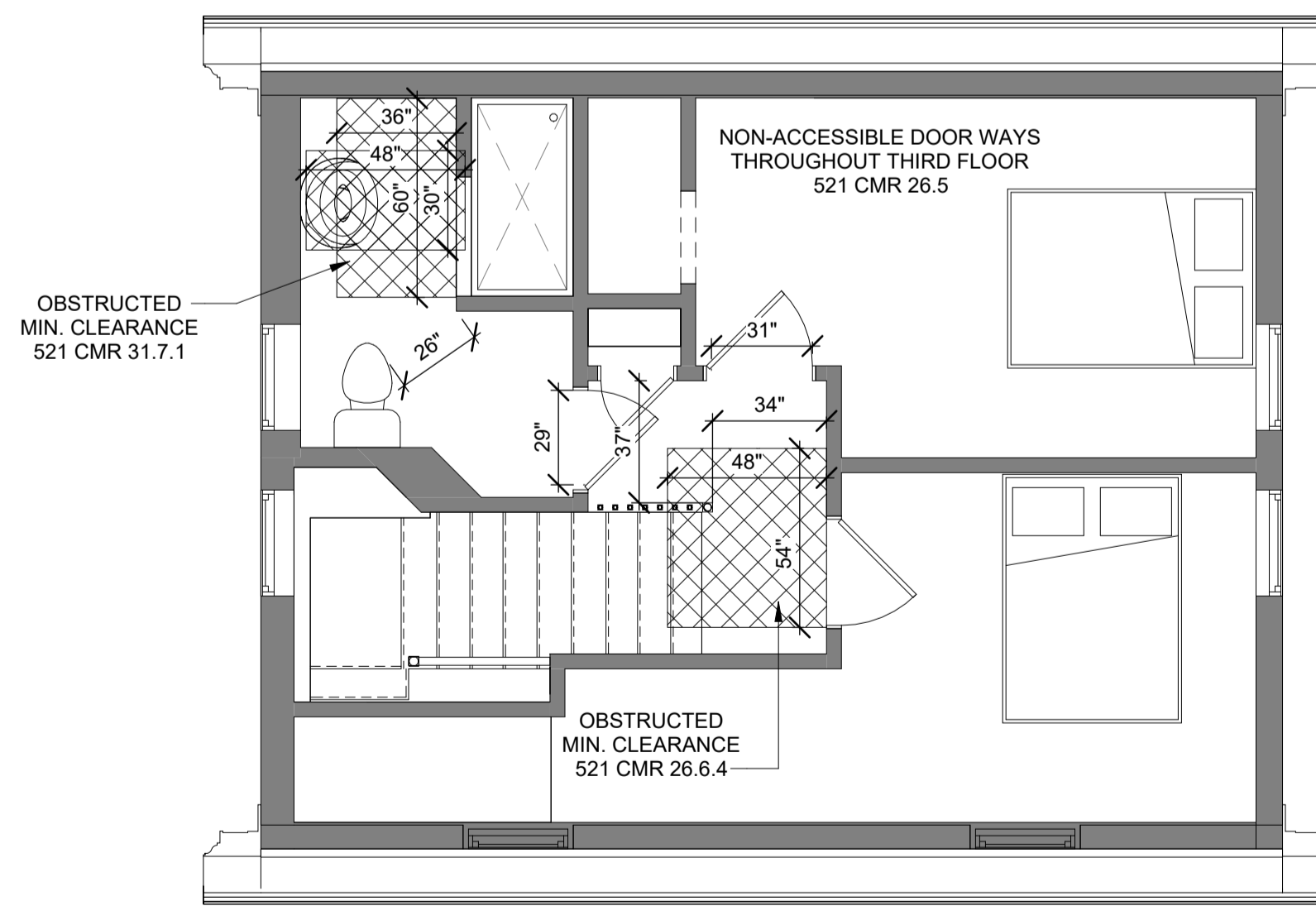


PLACEMENT OF WHEELCHAIR LIFT ON THIS SIDE HAS NO ACCESSIBLE ROUTE WITHIN THE BUILDING. ANY OTHER LOCATION ON THIS SIDE FALLS BEYOND THE SETBACK.

ACCESSIBLE ROUTE NOT REQUIRED  
IBC 2015 1104.4 EXCEPTION 1  
ELEVATOR NOT REQUIRED  
521 CMR 8.5.2  
521 CMR 28.1 EXCEPTION D

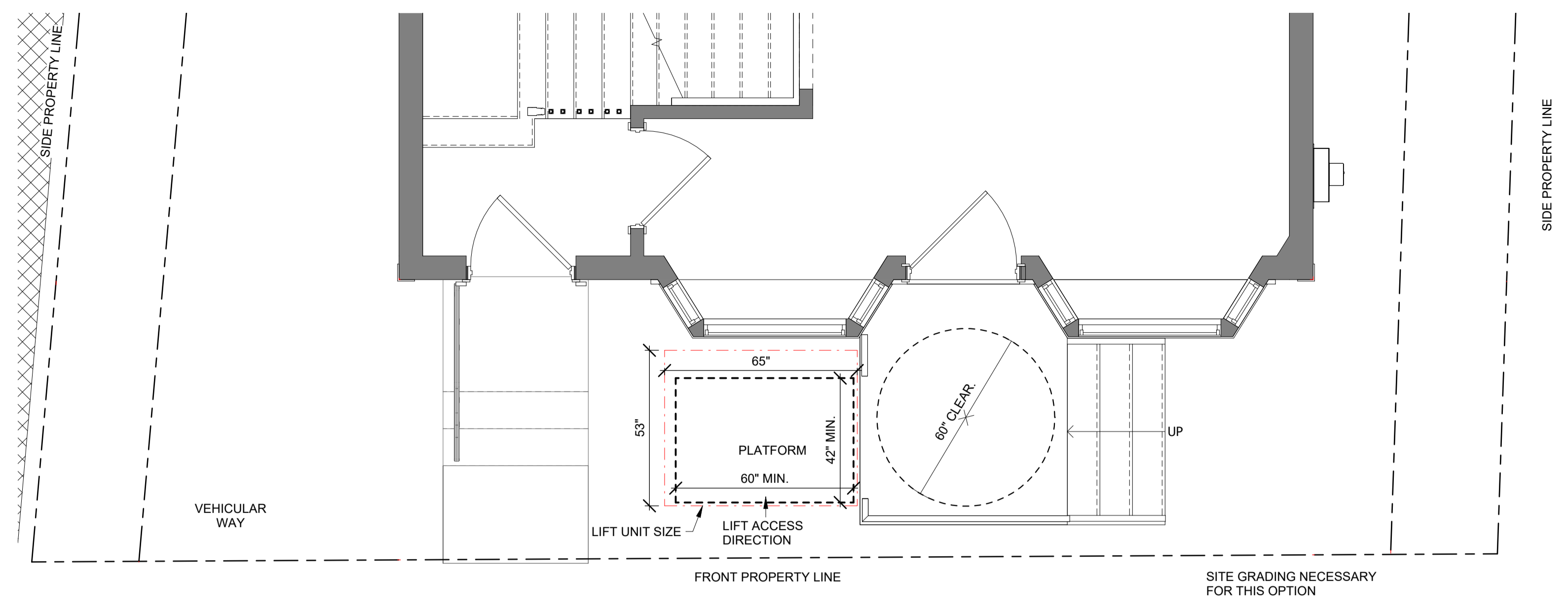
SINGLE UNIT TWO STORY  
TRANSIENT LODGING  
FLOOR AREA TOTAL: 962.92 SF

**THIRD FLOOR LIFT**  
1/4" = 1'-0" (3) A-1.4

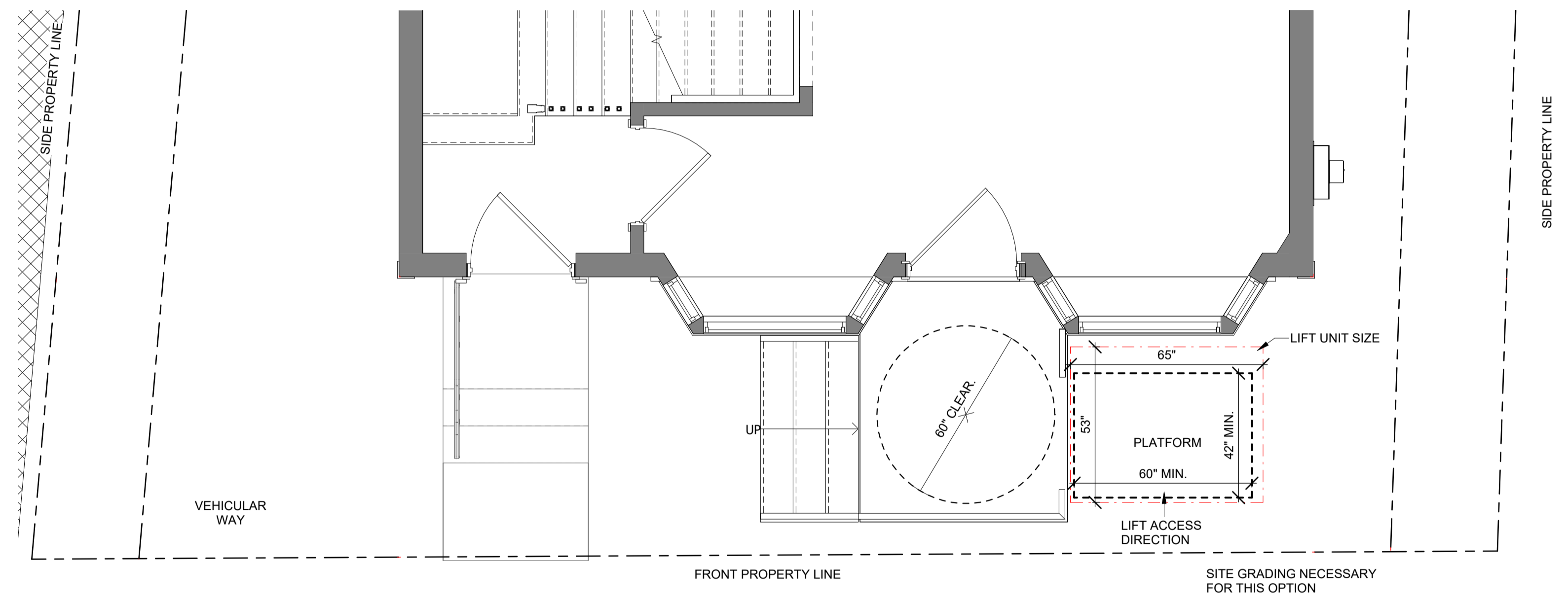


THIRD FLOOR TOTAL: 460.46 SF  
THE THIRD FLOOR OF THIS BUILDING DOES NOT HAVE THE CLEAR FLOOR SPACE NECESSARY FOR AN ACCESSIBLE ROUTE WITHOUT MAJOR STRUCTURAL CHANGE.

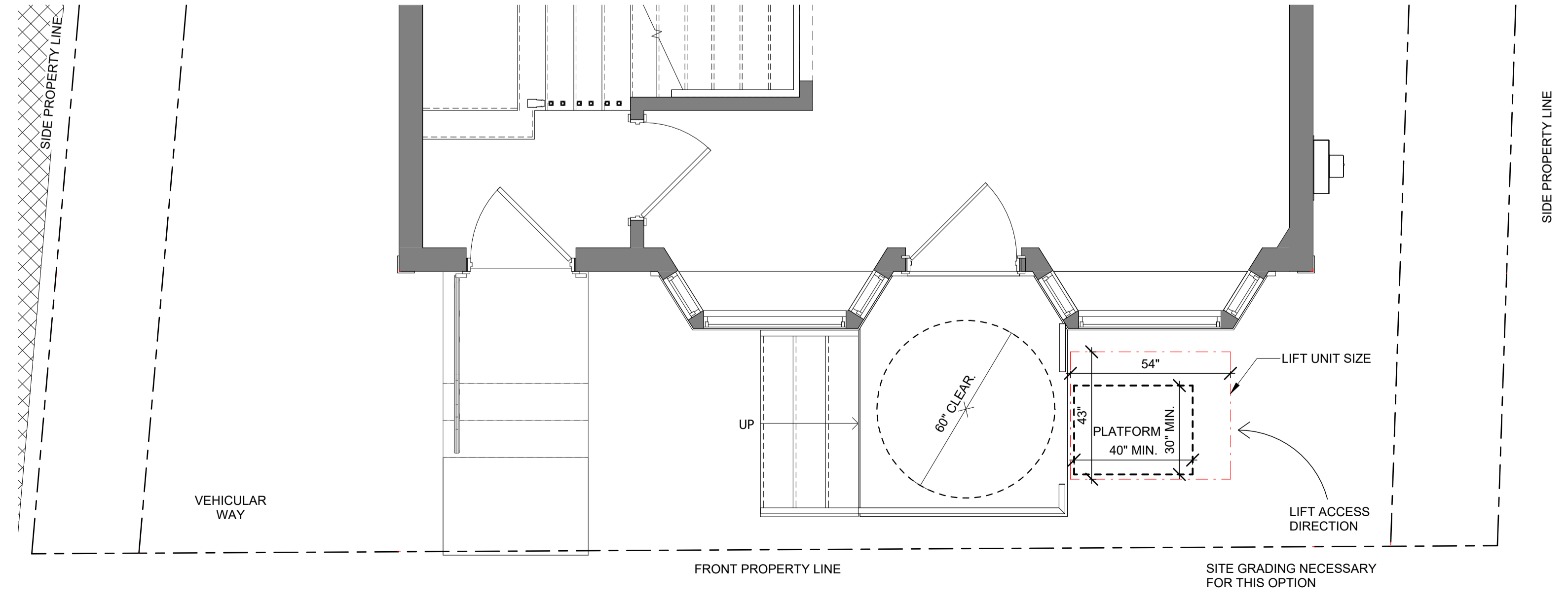
**THIRD FLOOR**  
1/4" = 1'-0" (1) A-1.4



FIRST FLOOR LIFT OPTION 3  
 3/8" = 1'-0" A-1.5



FIRST FLOOR LIFT OPTION 2  
 3/8" = 1'-0" A-1.5



FIRST FLOOR LIFT OPTION 1  
 3/8" = 1'-0" A-1.5

NOT FOR CONSTRUCTION

CONSULTANT

**ACCESSIBILITY TEST FITS**  
 139 PLEASANT STREET, MARBELHEAD MA

**LIFT OPTIONS**

SHEET TITLE

No.	REVISIONS

DATE: 04/03/24  
 JOB NO. 24-009

SHEET NO. **A-1.5**

Allen Warran  
139 Jersey St.  
Marblehead, MA 01945

RECEIVED  
MAR 27 2024

AAB

March 5, 2024

Mr. Andrew Chase, Compliance Officer  
Architectural Access Board  
1000 Washington St., Suite 710  
Boston, MA 02118

Via Email and U.S. Mail Delivery

Re: Docket Number C 21 013

Dear Mr. Chase:

Enclosed please find my response to your second notice regarding the docket number named above. Due to many personal matters and difficulties with engaging with our architect this matter has experienced many delays. I am sorry for this. Since receiving your notice, on 2/26/24, I have reengaged my attorney and I am in the process of engaging our architect to submit plans from him to show that plans to fix the cited violation in the First Notice is impracticable. I have not yet met with my architect since receiving this notice however, he has agreed to work with me on these plans. I believe that we will be able to submit them to you within the 30 days if you allow,

Respectfully yours,



Allen Warren

Sent Via U.S. Regular Mail to:

Marblehead Building Department  
Marblehead Commission on Disability  
Independent Living Center

AAB 97



**Commonwealth of Massachusetts  
Division of Occupational Licensure  
Office of Public Safety and Inspections  
Architectural Access Board**  
1000 Washington St., Suite 710 • Boston • MA • 02118  
V: 617-727-0660 • [www.mass.gov/aab](http://www.mass.gov/aab)

Docket Number  
**C21-013**  
(Office Use Only)

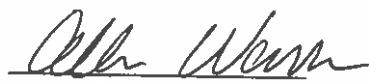
You have received this Notice because the Board has received information indicating that an element or elements of the building or facility you own is or are not in compliance with 521 CMR. This process is designed to provide you with a reasonable opportunity to correct any outstanding violations. Please complete both sides of this form and return it to:

**Andrew Chase, Compliance Officer**  
**Architectural Access Board**  
**1000 Washington Street, Suite 710**  
**Boston, MA 02118**  
**Email: [andrew.m.chase@mass.gov](mailto:andrew.m.chase@mass.gov)**

Electronic Copies of this form are available at the Board's website (<http://www.mass.gov/aab>) if you wish to submit it via email. If you have any questions, please contact the Board's staff via telephone at **617-727-0660** during normal business hours (9am – 5pm Mon-Fri). Please note that failure to return this document in a timely manner will result in the issuance of a Second Notice, and continued failure to address the items cited may result in fines of up to \$1,000 per day per violation among other legal remedies.

**Please check ONE of the boxes below and return this form within 14 days of receipt of the First Notice:**

- I have enclosed a plan to correct the violation(s), including a date for when I expect the work to be complete. I am aware that this plan will need to be approved by the Compliance Officer.
- I require additional time to prepare a plan to correct the cited violation(s), I have attached an explanation for why I require this additional time, including the specific amount of additional time I am requesting (which cannot exceed 90 days from the date of receipt of this Notice), and am aware that the Compliance Officer is not obligated to grant this additional time.
- I believe that correcting the violation(s) cited in the First Notice is impracticable (as defined in 521 CMR 5) and will be submitting a completed Application for Variance in no more than 30 days from the date I received the First Notice.
- I believe that the element(s) cited in the First Notice are not in violation of 521 CMR and I have attached a detailed explanation showing why they are in compliance or not otherwise subject to 521 CMR, including specific references to the applicable code sections.
- I am neither the legal owner of the building/facility nor their employee or agent.

  
(Signature)

5 MAR 2024  
(Date)

## Communications Preference

Please Select one:

I want to receive all further documents regarding this case

electronically at the following **email address**:

alenn.e.warren@gmail.com

I want to receive all further documents regarding this case via

certified mail at the following **mailing address**:

---

---

---

---

## **Chase, Andrew M (DPL)**

---

**From:** Chase, Andrew M (DPL)  
**Sent:** Tuesday, February 20, 2024 11:55 AM  
**Subject:** Lodging and Commercial, 139 Pleasant St, Marblehead (C21-013) - Second Notice.pdf  
**Attachments:** C21-013 - Lodging and Commercial, 139 Pleasant Street, Marblehead.pdf

Hello,

Attached is a copy of the Second Notice sent by the Architectural Access Board regarding complaint #C21-013 for 139 Pleasant Street in Marblehead. This email is intended to keep all interested parties informed.

Regards,

**Andrew Chase**

Compliance Officer  
Architectural Access Board  
Office of Public Safety and Inspections  
Division of Occupational Licensure  
*1000 Washington Street, Suite 710*  
*Boston, MA 02118*  
617-826-5255 Ext. 25255  
[www.mass.gov/aab](http://www.mass.gov/aab)



**MAURA HEALEY**  
GOVERNOR

**KIM DRISCOLL**  
LIEUTENANT GOVERNOR

**YVONNE HAO**  
SECRETARY, EXECUTIVE OFFICE  
OF ECONOMIC DEVELOPMENT

**Commonwealth of Massachusetts**  
**Division of Occupational Licensure**  
**Office of Public Safety and Inspections**  
**Architectural Access Board**

1000 Washington St., Suite 710  
Boston, Massachusetts 02118

**LAYLA R. D'EMILIA**  
UNDERSECRETARY OF CONSUMER  
AFFAIRS AND BUSINESS REGULATION

**SARAH R. WILKINSON**  
COMMISSIONER, DIVISION OF  
OCCUPATIONAL LICENSURE

**TO:** Allen Warren  
139 Jersey St.  
Marblehead, MA 01945

**Docket Number C21 013**

**RE:** Lodging and Commercial  
139 Pleasant St.  
Marblehead, MA

**DATE:** 02/20/2024

Enclosed please find a copy of the following material regarding the complaint against the above location:

- |   |   |
|---|---|
| <input type="checkbox"/> First Notice             | <input type="checkbox"/> Stipulated Order         |
| <input checked="" type="checkbox"/> Second Notice | <input type="checkbox"/> Letter of Meeting        |
| <input type="checkbox"/> Notice of Hearing        | <input type="checkbox"/> Application for Variance |
| <input type="checkbox"/> Correspondence           | <input type="checkbox"/> Decision of the Board    |

Please review all enclosed documents carefully.

**cc:** Local Building Inspector  
Independent Living Center  
Local Commission on Disability  
Complainant

**AAB 101**



**MAURA HEALEY**  
GOVERNOR

**KIM DRISCOLL**  
LIEUTENANT GOVERNOR

**YVONNE HAO**  
SECRETARY, EXECUTIVE OFFICE  
OF ECONOMIC DEVELOPMENT

**Commonwealth of Massachusetts**  
**Division of Occupational Licensure**  
**Office of Public Safety and Inspections**  
**Architectural Access Board**

1000 Washington St., Suite 710  
Boston, Massachusetts 02118

**LAYLA R. D'EMILIA**  
UNDERSECRETARY OF CONSUMER  
AFFAIRS AND BUSINESS REGULATION

**SARAH R. WILKINSON**  
COMMISSIONER, DIVISION OF  
OCCUPATIONAL LICENSURE

February 20, 2024

Allen Warren  
139 Jersey St.  
Marblehead, MA 01945

RE: Lodging and Commercial  
139 Pleasant St.  
Marblehead, MA

Docket Number **C21 013**

Dear Mr. Warren:

On August 11, 2021, you were notified of a complaint filed against you with respect to alleged violations of the Board's Rules and Regulations at your premises. Attached is a copy of the original notice.

To date, we have not received a full plan for compliance or an update on the status. If you do not respond within ten (10) days of receipt of this letter, the Board will schedule a hearing for you to appear on the complaint. You should also be aware that the Board has the authority to impose fines of up to \$1,000.00 per day per violation for any person found in willful violation of the Board's orders.

Sincerely,

Andrew Chase  
Compliance Officer

cc: Local Building Department  
Local Disability Commission  
Independent Living Center  
Complainant

**AAB 102**



CHARLES D. BAKER  
GOVERNOR

KARYN E. POLITO  
LIEUTENANT GOVERNOR

MIKE KENNEALY  
SECRETARY OF HOUSING AND  
ECONOMIC DEVELOPMENT

Commonwealth of Massachusetts  
Division of Professional Licensure  
Office of Public Safety and Inspections  
Architectural Access Board

1000 Washington St., Suite 710 Boston MA 02118  
V: 617-727-0660 www.mass.gov/aab Fax: 617-979-5459

EDWARD A. PALLESCHI  
UNDERSECRETARY OF CONSUMER  
AFFAIRS AND BUSINESS REGULATION

LAYLA R. D'EMILIA  
COMMISSIONER, DIVISION OF  
PROFESSIONAL LICENSURE

**COPY**

August 11, 2021

Docket Number C21 013

Allen Warren  
2225 12th Ave.  
Forest Grove, OR 97116

RE: Residential Commercial 139 Pleasant St.

, Marblehead, MA

Dear Mr. Warren:

Upon information received by the Architectural Access Board, the facility referenced above has been reported to violate M.G.L. c. 22, § 13A and the Rules and Regulations (521 CMR) promulgated thereunder. Reported violations, include the following items:

Section: Reported violation:

25.1	<p>All public entrance(s) of a building or tenancy in a building shall be accessible.</p> <p>The complainant reports that the masonry steps leading to the front door to the business occupying the first floor at 139 Pleasant Street are not accessible, therefor, the public entrance for this building is in violation of 521 CMR Section 25.1. Enclosed please find a photo of the front entrance and steps.</p>
------	---

Under Massachusetts law, the Board is authorized to take legal action against violators of its regulations, including but not limited to, an application for a court order preventing the further use of an offending facility. The Board also has the authority to impose fines of up to \$1,000.00 per day, per violation, for willful noncompliance with its regulations.

You are requested to notify this Board, in writing, of the steps you have taken or plan to take to comply with the current regulations. Please note the current sections may be different from the sections that are cited above. Unless the Board receives such notification within 14 days of receipt of this letter, it will take necessary legal action to enforce its regulations as set forth above. If you have any questions, you may contact this office.

cc: Local Building Inspector  
Local Disability Commission  
Independent Living Center  
Complainant

Sincerely,

*Dawn Guarriello (m.l.)*  
Dawn Guarriello  
Chairperson



**Commonwealth of Massachusetts  
Division of Occupational Licensure  
Office of Public Safety and Inspections  
Architectural Access Board**

1000 Washington St., Suite 710 • Boston • MA • 02118  
V: 617-727-0660 • [www.mass.gov/aab](http://www.mass.gov/aab)

Docket Number

**C21-013**

(Office Use Only)

You have received this Notice because the Board has received information indicating that an element or elements of the building or facility you own is or are not in compliance with 521 CMR. This process is designed to provide you with a reasonable opportunity to correct any outstanding violations. Please complete both sides of this form and return it to:

**Andrew Chase, Compliance Officer**  
**Architectural Access Board**  
**1000 Washington Street, Suite 710**  
**Boston, MA 02118**  
**Email: [andrew.m.chase@mass.gov](mailto:andrew.m.chase@mass.gov)**

Electronic Copies of this form are available at the Board's website (<http://www.mass.gov/aab>) if you wish to submit it via email. If you have any questions, please contact the Board's staff via telephone at [617-727-0660](tel:617-727-0660) during normal business hours (9am – 5pm Mon-Fri). Please note that failure to return this document in a timely manner will result in the issuance of a Second Notice, and continued failure to address the items cited may result in fines of up to \$1,000 per day per violation among other legal remedies.

**Please check ONE of the boxes below and return this form within 14 days of receipt of the First Notice:**

- I have enclosed a plan to correct the violation(s), including a date for when I expect the work to be complete. I am aware that this plan will need to be approved by the Compliance Officer.
- I require additional time to prepare a plan to correct the cited violation(s), I have attached an explanation for why I require this additional time, including the specific amount of additional time I am requesting (which cannot exceed 90 days from the date of receipt of this Notice), and am aware that the Compliance Officer is not obligated to grant this additional time.
- I believe that correcting the violation(s) cited in the First Notice is impracticable (as defined in 521 CMR 5) and will be submitting a completed Application for Variance in no more than 30 days from the date I received the First Notice.
- I believe that the element(s) cited in the First Notice are not in violation of 521 CMR and I have attached a detailed explanation showing why they are in compliance or not otherwise subject to 521 CMR, including specific references to the applicable code sections.
- I am neither the legal owner of the building/facility nor their employee or agent.

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

## Communications Preference

Please Select one:

I want to receive all further documents regarding this case

electronically at the following **email address**:

---

I want to receive all further documents regarding this case via

certified mail at the following **mailing address**:

---

---

---

---



ENO MARTIN DONAHUE & ROTH, PLLC

PRACTICAL EXPERIENCE REALISTIC EXPECTATIONS CREATIVE SOLUTIONS

Matthew C. Donahue, Esq.\*  
William F. Martin, Jr., Esq.\*  
Elizabeth A. Roth, Esq.\*

\*Admitted in MA & NH

November 8, 2021

Mr. William Joyce, Executive Director  
Mr. Marc Lasser, Compliance Officer  
Architectural Access Board  
1000 Washington St., Suite 710  
Boston, MA 02118

Sent via email to: [William.joyce@mass.gov](mailto:William.joyce@mass.gov) : [Marc.Lesser@Mass.gov](mailto:Marc.Lesser@Mass.gov)

**Re: Request for Adjudicatory Hearing: Docket Number C 21 013:  
139 Pleasant Street, Marblehead, MA**

Dear Mr. Joyce:

Thank you for speaking with me by phone today and clarifying the procedural differences between my request for an informal Adjudicatory Hearing for a determination of jurisdiction of 521CMR and or to be relieved from the stipulated order that was issued to my client and the process of submitting a request for a variance. As my client communicated to the Board before I was hired to represent him, I was not clear where he was in the procedural process and I was also aware that the deadline for a Request for an Adjudicatory Hearing was fast approaching. I am happy to learn from you today that we are procedurally still within the December 6, 2021 deadline to submit our request for a variance and we are premature to request an Adjudicatory Hearing. I also understand that the Board may request us to appear at a Hearing after it reviews our application for the variance to discuss the claims for the variance.

Based on our discussion today, I will withdraw our request for an Adjudicatory Hearing at this time. We will submit our application for a Variance as directed, on or before December 6, 2021.

Thank you for your quick response to our questions and concerns. I will assume that this letter will be considered Notice to Mr. Marc Lasser, as required.

Respectfully yours,  
Eno, Martin, Donahue & Roth, PLLC

Elizabeth A. Roth, Esq.  
BBO # 657986

Cc: Client

Contact Details

Eno Martin Donahue & Roth, PLLC  
491 Dutton St, Suite 206, Lowell, MA 01854  
224 Main Street | Salem, NH 03079  
[www.enomartin.com](http://www.enomartin.com)

T: (978) 452-8902  
F: (978) 453-2585  
T: (603) 328-5750

**AAB 106**



**CHARLES D. BAKER**  
GOVERNOR

**KARYN E. POLITO**  
LIEUTENANT GOVERNOR

**MIKE KENNEALY**  
SECRETARY OF HOUSING AND  
ECONOMIC DEVELOPMENT

**Commonwealth of Massachusetts**  
**Division of Occupational Licensure**  
**Office of Public Safety and Inspections**  
**Architectural Access Board**

.1000 Washington St., Suite 710 Boston MA 02118  
V: 617-727-0660 www.mass.gov/aab Fax: 617-979-5459

**EDWARD A. PALLESCHI**  
UNDERSECRETARY OF CONSUMER  
AFFAIRS AND BUSINESS REGULATION

**LAYLA R. D'EMILIA**  
COMMISSIONER, DIVISION OF  
PROFESSIONAL LICENSURE

**WILLIAM JOYCE**  
EXECUTIVE DIRECTOR,  
ARCHITECTURAL ACCESS BOARD

TO: Allen Warren  
139 Jersey St.  
Marblehead, MA 01945

Docket Number C21 013

**COPY**

RE: Lodging and Commercial  
139 Pleasant St.  
Marblehead, MA

DATE: 10/6/2021

Enclosed please find a copy of the following material regarding the complaint against the above location:

- First Notice       Stipulated Order
- Second Notice       Letter of Meeting
- Notice of Hearing       Application for Variance
- Correspondence       Decision of the Board

Please review all enclosed documents carefully.

cc: Local Building Inspector  
Independent Living Center  
Local Commission on Disability  
Complainant

CHARLES D. BAKER  
GOVERNOR



EDWARD A. PALLESCHI  
UNDERSECRETARY OF  
CONSUMER AFFAIRS AND  
BUSINESS REGULATION

KARYN E. POLITO  
LIEUTENANT GOVERNOR

Commonwealth of Massachusetts  
Division of Professional Licensure  
Office of Public Safety and Inspections  
Architectural Access Board

LAYLA R. D'EMILIA  
COMMISSIONER, DIVISION OF  
PROFESSIONAL LICENSURE

**COPY**

MIKE KENNEALY  
SECRETARY OF HOUSING AND  
ECONOMIC DEVELOPMENT

1000 Washington St., Suite 710 • Boston • MA • 02118  
V: 617-727-0660 • www.mass.gov/aab • Fax: 617-979-5459

Docket Number: \_\_\_\_\_  
(Staff Use Only)

**REQUEST FOR ADJUDICATORY HEARING**

RE: \_\_\_\_\_  
*(Name and address of building as appearing on application for variance)*

I, \_\_\_\_\_, do hereby request that the Architectural Access Board  
conduct an informal Adjudicatory Hearing in accordance with the provisions of 801 CMR Rule 1.02 et.  
seq. as I am aggrieved by the decision of the Board with respect to Section(s) \_\_\_\_\_  
of the Rules and Regulations of the Architectural Access Board, 521 CMR.

I understand that I may request such a hearing within **thirty (30) days** of receipt of the Notice of Action.

Date: \_\_\_\_\_

\_\_\_\_\_  
Signature

**PLEASE PRINT:**

\_\_\_\_\_  
Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
City/Town State Zip Code

\_\_\_\_\_  
E-mail

\_\_\_\_\_  
Telephone

**PLEASE NOTE:**

This form must be received by the Board **within thirty (30) days** after receipt of the Notice of Action.



**COPY**

**CHARLES D. BAKER**  
GOVERNOR

**Commonwealth of Massachusetts  
Division of Occupational Licensure  
Office of Public Safety and Inspections  
Architectural Access Board**

**EDWARD A. PALLESCHI**  
UNDERSECRETARY OF CONSUMER  
AFFAIRS AND BUSINESS REGULATION

**KARYN E. POLITO**  
LIEUTENANT GOVERNOR

**LAYLA R. D'EMILIA**  
COMMISSIONER, DIVISION OF  
PROFESSIONAL LICENSURE

**MIKE KENNEALY**  
SECRETARY OF HOUSING AND  
ECONOMIC DEVELOPMENT

1000 Washington St., Suite 710 Boston MA 02118  
V: 617-727-0660 www.mass.gov/aab Fax: 617-979-5459

**WILLIAM JOYCE**  
EXECUTIVE DIRECTOR,  
ARCHITECTURAL ACCESS BOARD

**STIPULATED ORDER**

Docket Number **C 21 013**

**RE: Lodging and Commercial, 139 Pleasant St., Marblehead, MA**

A complaint was filed with the Architectural Access Board regarding alleged violations of its Rules and Regulations with respect to the above premises.

By letter of September 15, 2021, Allen Warren, owner of 139 Pleasant St., submitted the following statement in response to the complaint filed:

Mr. Warren advised that he would be submitting a variance application to the AAB in response to the 1st Notice, mailed on 8/11/21, reporting a violation of 521 CMR Section 25.1. The 1st Notice advised that the masonry steps leading to the front door to the business occupying the first floor at 139 Pleasant St. are not accessible, therefore, the public entrance for this building is in violation of 521 CMR Section 25.1. Mr. Warren advised that he will be including the 2 bedroom residential lodging spaces on the 2nd and 3rd floor of the same building in the variance application. Mr. Warren advised that he needs "to have architectural floor plans created for the entire structure" and he is "seeking legal counsel to assist in completing the variance application." The Board is allowing up to 60 days to file the variance application.

The Board adopts this plan as its own order, with compliance to be achieved by **December 6, 2021**

You are required to notify Compliance Officer Marc Lesser, in writing, to Marc.Lesser@Mass.Gov, within five (5) days of the completion date, indicating whether or not the variance has been completed and submitted.

Any person aggrieved by the above decision may request an adjudicatory hearing before the Board within 30 days of receipt of this decision by filing the attached request for adjudicatory hearing form. If after 30 days, a request for an adjudicatory hearing is not received, the above decision becomes a final order and the appeal process is through Superior Court.

Date: October 6, 2021  
cc: Complainant  
Local Building Inspector  
Disability Commission  
Independent Living Center

ARCHITECTURAL ACCESS BOARD

*Down Guarriello (ml.)*

Chairperson

Allen Warren

Former Address: 2225 12<sup>th</sup> Ave.

Forest Grove, OR 97116

Current Address: 139 Jersey Street

Marblehead, MA 01945

August 18, 2021

Donna Guarriello, Chairperson  
Commonwealth of Massachusetts  
Division of Professional Licensure  
Office of Public Safety and Inspection  
Architectural Access Board  
1000 Washington St, Suite 710  
Boston, MA 02118

RE: Residential/Commercial  
139 Pleasant Street  
Marblehead  
Docket Number C21 013

**RECEIVED**  
AUG 25 2021  
**DPL**

Ms. Guarriello,

I received the Certified letter dated 11 August yesterday, 17 August, regarding the Residential/Commercial property located at 139 Pleasant St, Marblehead, MA 01945 being reported in violation of 521 CMR Section 25.1

First, I'd like to request you please change the mailing address on record. The mailing address you have on record is 2225 12th Ave, Forest Grove, OR 97116. My wife and I have relocated and now reside at 139 Jersey St, Marblehead, MA 01945.

Second, I have contracted for the services of Tucker Architecture and Landscape, LLC, located at 59 Atlantic Ave in Marblehead. Jeff Tucker, owner, is well respected as having extensive experience and knowledge of accessibility requirements and will soon measure then draft architectural plans showing feasibility and/or placement options for accessibility to the 139 Pleasant St. entrance. I have also contracted with a local licensed general contractor, Terry Johnson, owner T-Bone Construction, who can install ramps, railings and platforms once the architectural plans are created, provided there is sufficient space at the property to install access ramps, railings and platforms. Once I receive these plans I will immediately respond with digital and printed copies. If a ramp can be built to provide accessibility, I will have the general contractor commence installation.

**AAB 110**

Donna Guarriello, Chairperson  
Commonwealth of Massachusetts  
August 18, 2021

Page 2

One additional item of note is even though I'm not an architect, I am a degreed engineer, held a general contractor's license when previously residing in Oregon, and therefore am knowledgeable in understanding architectural plans and measurements. I have extensively reviewed the accessibility requirements. Based on the 139 Pleasant St structure location on the property, its front elevation relative to the curb cut and the overall property lot size, my preliminary measurements indicate a ramp cannot be constructed in conformance with 521 CMR to access the front door public entrance to 139 Pleasant St. But given I'm not a licensed architect in the state of Massachusetts, as already noted I have hired the services of Tucker Architecture and Landscape to verify and draft plans showing feasibility of ramps, platforms and railings to provide accessibility.

Sincerely,



Allen Warren  
Co-owner  
139 Pleasant St.  
Marblehead, MA

RECEIVED

AUG 25 2021

DPL

AAB 111

CHARLES D. BAKER  
GOVERNOR



EDWARD A. PALLESCHI  
UNDERSECRETARY OF CONSUMER  
AFFAIRS AND BUSINESS REGULATION

KARYN E. POLITO  
LIEUTENANT GOVERNOR

**Commonwealth of Massachusetts  
Division of Professional Licensure  
Office of Public Safety and Inspections  
Architectural Access Board**

LAYLA R. D'EMILIA  
COMMISSIONER, DIVISION OF  
PROFESSIONAL LICENSURE

MIKE KENNEALY  
SECRETARY OF HOUSING AND  
ECONOMIC DEVELOPMENT

1000 Washington St., Suite 710 Boston MA 02118  
V: 617-727-0660 www.mass.gov/aab Fax: 617-979-5459

**COPY**

TO: Allen Warren  
2225 12th Ave.  
Forest Grove, OR 97116

Docket Number C21 013

RE: Residential Commercial  
139 Pleasant St.  
Marblehead, MA

DATE: 8/11/2021

Enclosed please find a copy of the following material regarding the complaint against the above location:

- |  |   |
|--|---|
| <input checked="" type="checkbox"/> First Notice | <input type="checkbox"/> Stipulated Order         |
| <input type="checkbox"/> Second Notice           | <input type="checkbox"/> Letter of Meeting        |
| <input type="checkbox"/> Notice of Hearing       | <input type="checkbox"/> Application for Variance |
| <input type="checkbox"/> Correspondence          | <input type="checkbox"/> Decision of the Board    |

Please review all enclosed documents carefully.

cc: Local Building Inspector  
Independent Living Center  
Local Commission on Disability  
Complainant

**AAB 112**



CHARLES D. BAKER  
GOVERNOR

KARYN E. POLITO  
LIEUTENANT GOVERNOR

MIKE KENNEALY  
SECRETARY OF HOUSING AND  
ECONOMIC DEVELOPMENT

Commonwealth of Massachusetts  
Division of Professional Licensure  
Office of Public Safety and Inspections  
Architectural Access Board

1000 Washington St., Suite 710 Boston MA 02118  
V: 617-727-0660 www.mass.gov/aab Fax: 617-979-5459

EDWARD A. PALLESCHI  
UNDERSECRETARY OF CONSUMER  
AFFAIRS AND BUSINESS REGULATION

LAYLA R. D'EMILIA  
COMMISSIONER, DIVISION OF  
PROFESSIONAL LICENSURE

**COPY**

August 11, 2021

Docket Number C21 013

Allen Warren  
2225 12th Ave.  
Forest Grove, OR 97116

**RE: Residential Commercial 139 Pleasant St.**

**, Marblehead, MA**

Dear Mr. Warren:

Upon information received by the Architectural Access Board, the facility referenced above has been reported to violate M.G.L. c. 22, § 13A and the Rules and Regulations (521 CMR) promulgated thereunder. Reported violations, include the following items:

Section: Reported violation:

25.1	<p>All public entrance(s) of a building or tenancy in a building shall be accessible.</p> <p>The complainant reports that the masonry steps leading to the front door to the business occupying the first floor at 139 Pleasant Street are not accessible, therefor, the public entrance for this building is in violation of 521 CMR Section 25.1. Enclosed please find a photo of the front entrance and steps.</p>
------	---

Under Massachusetts law, the Board is authorized to take legal action against violators of its regulations, including but not limited to, an application for a court order preventing the further use of an offending facility. The Board also has the authority to impose fines of up to \$1,000.00 per day, per violation, for willful noncompliance with its regulations.

You are requested to notify this Board, in writing, of the steps you have taken or plan to take to comply with the current regulations. Please note the current sections may be different from the sections that are cited above. Unless the Board receives such notification within 14 days of receipt of this letter, it will take necessary legal action to enforce its regulations as set forth above. If you have any questions, you may contact this office.

cc: Local Building Inspector  
Local Disability Commission  
Independent Living Center  
Complainant

Sincerely,

*Dawn Guarriello (m.l.)*  
Dawn Guarriello  
Chairperson

**COPY**



## Lesser, Marc (DPL)

---

**From:** Allen Warren <osubuckeye59@gmail.com>  
**Sent:** Tuesday, August 17, 2021 10:52 AM  
**To:** Lesser, Marc (DPL); Allen Warren  
**Subject:** 139 Pleasant St, Marblehead, MA Docket Number C21 013

**CAUTION:** This email originated from a sender outside of the Commonwealth of Massachusetts mail system. Do not click on links or open attachments unless you recognize the sender and know the content is safe.

Marc,

I received the Certified letter dated 11 August today, 17 August, regarding the Residential/Commercial property located at 139 Pleasant St, Marblehead, MA 01945 being reported in violation of 521 CMR Section 25.1.

First, I'd like to request that you please change the mailing address on record. The mailing address you have on record is 2225 12th Ave, Forest Grove, OR 97116. My wife and I have relocated to 139 Jersey St, Marblehead, MA 01945. Because of our change in address, yesterday was the first day delivery of the Certified letter was attempted. Because I was not home at our 139 Jersey St address when our USPS mail carrier attempted to get a signature, I was not able to pick up the letter until today. Again, please update your records from 2225 12th Ave, Forest Grove, OR 97116 to 139 Jersey St, Marblehead, MA 01945.

Second, I have contracted for the services of Tucker Architecture and Landscape, LLC, located at 59 Atlantic Ave in Marblehead. Jeff Tucker, owner, is well respected as having extensive experience and knowledge of accessibility requirements, and will soon measure then draft architectural plans showing feasibility and/or placement options for accessibility to the 139 Pleasant St. entrance. I have also contacted a local licensed general contractor, Terry Johnson, owner T-Bone Construction, who will install ramps, railings and platforms once the architectural plans are created. Once I receive these plans I will immediately forward digital copies. If a ramp can be built to provide accessibility, I will in parallel have the general contractor commence installation.

One additional item of note is even though I'm not an architect, I am a degreed engineer, formerly held a general contractor's license when previously residing in Oregon, and therefore am pretty knowledgeable in understanding architectural measurements. I have extensively reviewed the accessibility requirements. Based on the 139 Pleasant St structure location on the property, its front elevation relative to the curb cut and the overall property lot size, my preliminary measurements indicate a ramp cannot be constructed in conformance with 521 CMR to access the front door public entrance to 139 Pleasant St. But given I'm not a licensed architect in the state of Massachusetts, I have hired the services of Tucker Architecture and Landscape to verify and draft plans showing a ramp can be constructed.

Please verify this email satisfies my requirement to "notify this Board, in writing, of the steps you have taken or plan to take to comply with the current regulations."

Kind regards,

Allen Warren  
mobile: 503-781-0511

**Lesser, Marc (DPL)**

---

**From:** Amy Hirschcron <amylinus2000@yahoo.com>  
**Sent:** Wednesday, June 2, 2021 4:59 PM  
**To:** Lesser, Marc (DPL)  
**Subject:** Question re 139 Pleasant St., Marblehead- Docket # V 18 298.  
**Attachments:** 139 Pleasant ZBA.pdf; 139 Pleasant Street Documents.pdf

**CAUTION:** This email originated from a sender outside of the Commonwealth of Massachusetts mail system. Do not click on links or open attachments unless you recognize the sender and know the content is safe.

Hi Mr. Lesser,

My name is Amy Hirschcron, and I'm a member of the Marblehead Disabilities Commission. I have a question regarding an MAAB decision, and Jeff Dougan at MOD suggested I reach out to you directly. The docket number is V 18 298, the applicant was Allen Warren. The property in question is at 139 Pleasant St., Marblehead, MA.

A request for a variance was denied by the MAAB on 9/25/18. The intent of the variance was to avoid being required to make this commercial property accessible in any way.

On 2/4/19, the MAAB issued a time variance, which required Warren to submit status reports at six month intervals, with the goal of making the property accessible by 2/4/22.

Warren submitted a letter dated 4/24/19 to the MAAB, stating that he had changed the status of the zoning of the property from commercial to residential, and was withdrawing his application for a variance. I attach the 4/24/19 letter.

On 10/31/19, Warren obtained a building permit and replaced the wood steps in front of the building with masonry steps, at a cost of \$5,000. I attach a photo.

In March, 2021, Warren applied to the Marblehead Zoning Board of Appeals to change the zoning of the property back to mixed use, residential/commercial (see attached). The application was granted.

Recently, a sign appeared in the window of the property, indicated that it is opening for business in July.

**Our question is as follows- given that Warren withdrew his request for a variance on 4/24/19, is the time variance issued by the MAAB still in effect, given that the original request for relief is no longer in existence? If the time variance is not in effect, can Warren get an occupancy permit?**

Please let me know if you have any questions, and thank you for your help.

Regards,  
Amy Hirschcron  
Member, Marblehead Disabilities Commission  
(510) 908-0225





**TOWN OF MARBLEHEAD**  
BUILDING DEPARTMENT



**CERTIFICATE OF USE AND OCCUPANCY**

THIS CERTIFIES THAT THE FOLLOWING CONSTRUCTION COMPLIES WITH THE PROVISIONS OF 780 CMR, THE NINTH EDITION OF THE MASSACHUSETTS STATE BUILDING CODE, AND LOCAL ZONING BYLAWS.

PERMIT NO: 26109

ISSUE DATE: 4/8/2019

MAP/PARCEL: 116/22

CERTIFICATE ISSUED TO: BEACH RETREAT LLC

OWNERS ADDRESS: 139 Pleasant St Marblehead, ma 01945

PROPERTY LOCATION: 139 Pleasant St

CONSTRUCTION TYPE: 5B      USE GROUP: R-3      ZONING USE: SFD

SPECIAL CONDITIONS: Convert entire structure to a single family dwelling by adding a door to the unit, accessible by the house

BUILDING OFFICIAL: Richard Baldaacci

DATE: 4/18/19



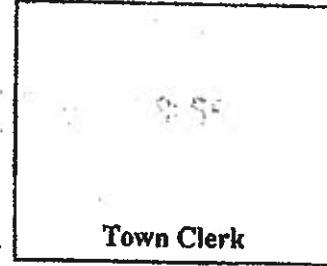
TOWN SEAL  
tel: 781-631-1529  
fax: 781-631-2617  
Revision Date: 12-02-20

Town of Marblehead  
**ZONING BOARD OF APPEALS**

Mary A. Alley Municipal Building  
7 Widger Road, Marblehead, MA 01945

**ZBA APPLICATION**

PAGE 1 of 3



Project Address 139 Pleasant St.  
Assessor Map(s) 116 Parcel Number(s) 22

Reviewed by  
Building Department  
For Zoning Board  
Of Appeals

**OWNER INFORMATION**

Signature Allen E. Warren date 3 MAR 2021  
Name (printed) Allen E. Warren  
Address 139 Jersey St.  
Phone Numbers: home 503 781 0511 work \_\_\_\_\_  
E-mail OSUBUCKEYE59@GMAIL.COM fax \_\_\_\_\_

**APPLICANT or REPRESENTATIVE INFORMATION** (if different from owner)

Signature \_\_\_\_\_ date \_\_\_\_\_  
Name (printed) \_\_\_\_\_  
Address \_\_\_\_\_  
Phone Numbers: home \_\_\_\_\_ work \_\_\_\_\_  
E-mail \_\_\_\_\_ fax \_\_\_\_\_

**PROJECT DESCRIPTION & RELIEF REQUESTED** (attach additional page if necessary)

*Prior to December 2018, the property, located in a B1 zoning district, was designated of mixed use commercial/residential. In December of 2018, the property usage was changed to single family residential. Request is to change usage back to mixed use commercial/residential.*

- Please schedule a Zoning / Application review with the Building Department by calling 781-631-2220.
- Obtain the Town Clerk's stamp and submit 12 copies of each of the following to the Town Engineer's Office:
  - the signed and stamped application (3 pages);
  - current survey plan (not older than 90 days) as prepared by a Registered Professional Land Surveyor;
  - the project design plans as required;
  - check for the applicable fee payable to the Town of Marblehead.
- Any relevant permit(s) that were previously issued must be available for review by the Board of Appeals at the scheduled hearing. (Section 3(D), Board of Zoning Appeals Rules & Regulations).

**REQUIRED SIGNATURES**

1. Building Commissioner (pages 1, 2 and 3) [Signature]
2. Town Clerk's stamp (upper right corner)

View Bylaws - (Chapter 200, Zoning) - online at: [www.marblehead.org/](http://www.marblehead.org/)

Town of Marblehead  
**ZBA-APPLICATION**  
Page 2 of 3

Revision Date: 12-02-2020

Project Address 139 Pleasant St. \_\_\_\_\_ Map(s) / Parcel(s) 116 / 22

**ZONING DISTRICT** (circle all that apply)

B **(B1)** BR CR SCR ECR GR SGR SR SSR ESR SESR HBR U SU

**CURRENT USE** (explain) Single Family

**CURRENT USE CONFORMS TO ZONING** (Article IV, Table 1)

Yes  No \_\_\_\_\_ (explain) \_\_\_\_\_

Reviewed by  
Building Department  
For Zoning Board  
Of Appeals

**PROPOSED CHANGE OF USE**

No \_\_\_\_\_ Yes  (explain) Mixed Commercial / Residential

**PROPOSED CONSTRUCTION QUALIFIES AS "Building New"** (§200-7) Yes \_\_\_\_\_ No

**EXISTING DIMENSIONAL NON-CONFORMITIES** (check all that apply)

- Lot Area - Less than required (§200-7 and Table 2)
- Lot Width - Less than required (§200-7)
- Frontage - Less than required (§200-7 and Table 2)
- Front Yard Setback - Less than required (Table 2)
- Rear Yard Setback - Less than required (Table 2)
- Side Yard Setback - Less than required (Table 2)
- Height - Exceeds maximum allowed (§200-7 and Table 2)
- Open Area - Less than required (§200-7, §200-15.B(2) and Table 2)
- Parking - Less than required; undersized; tandem (§200-17 to §200-21) (circle all that apply)
- Other Non-conformities (explain) \_\_\_\_\_
- No Existing Dimensional Non-conformities

**NEW DIMENSIONAL NON-CONFORMITIES** (check all that apply)

- Lot Area - Less than required (§200-7 and Table 2)
- Lot Width - Less than required (§200-7)
- Frontage - Less than required (§200-7 and Table 2)
- Front Yard Setback - Less than required (Table 2)
- Rear Yard Setback - Less than required (Table 2)
- Side Yard Setback - Less than required (Table 2)
- Height - Exceeds maximum allowed (§200-7 and Table 2)
- Open Area - Less than required (§200-7, §200-15.B(2) and Table 2)
- Parking - Less than required; undersized; tandem (§200-17 to §200-21) (circle all that apply)
- Exceeds 10% Expansion Limits for Non-conforming Building (§200-30.D)
- Other Non-conformities (explain) \_\_\_\_\_
- No New Dimensional Non-conformities

**ADDITIONAL HEARINGS REQUIRED**

Conservation Commission Yes \_\_\_\_\_ No Historic  
District Commission Yes \_\_\_\_\_ No Planning  
Board Yes No \_\_\_\_\_

**DESIGN & SURVEY PLANS MEET - ZBA - RULES & REGULATIONS** (Sections 3(A) and 3(C))

Yes  No \_\_\_\_\_ (explain) \_\_\_\_\_

Building Official \_\_\_\_\_

Date 3.3.21

**AAB 120**

Project Address 139 Pleasant St. Map(s) / Parcel(s) 116 / 22

**NET OPEN AREA (NOA)**

Lot area = A

<b><u>EXISTING</u></b>	<b><u>PROPOSED</u></b>
3149	3149

**Area of features**

footprint of accessory building(s)

N/A	0
-----	---

footprint of building

520	520
-----	-----

footprint of deck(s), porch(es), step(s), bulkhead(s)

281	281
-----	-----

number of required parking spaces 4 x (9' x 18' per space)

648	648
-----	-----

area of pond(s), or tidal area(s) below MHW

N/A	N/A
-----	-----

other areas (explain) \_\_\_\_\_

N/A	N/A
-----	-----

Sum of features = B

1449	1449
------	------

Net Open Area (NOA) = (A - B)

1700	1700
------	------

**GROSS FLOOR AREA (GFA)**

accessory structure(s)

N/A	0
-----	---

basement or cellar (area >5' in height)

520	520
-----	-----

1st floor (12' or less in height) **NOTE:** [for heights exceeding

520	520
-----	-----

2nd floor (12' or less in height)

12' see definition

520	520
-----	-----

3rd floor (12' or less in height)

of STORY §200-7]

520	520
-----	-----

4th floor (12' or less in height)

N/A	0
-----	---

attic (area >5' in height)

N/A	0
-----	---

area under deck (if >5' in height)

99	99
----	----

roofed porch(es)

N/A	0
-----	---

Gross Floor Area (GFA) = sum of the above areas

2179	2179
------	------

**Proposed total change in GFA** = (proposed GFA - existing GFA) = 0

**Percent change in GFA** = (proposed total change in GFA ÷ existing GFA) x 100 = 0 %

**Existing Open Area Ratio** = (existing NOA ÷ existing GFA) = 0.78

**Proposed Open Area Ratio** = (proposed NOA ÷ proposed GFA) = 0.78

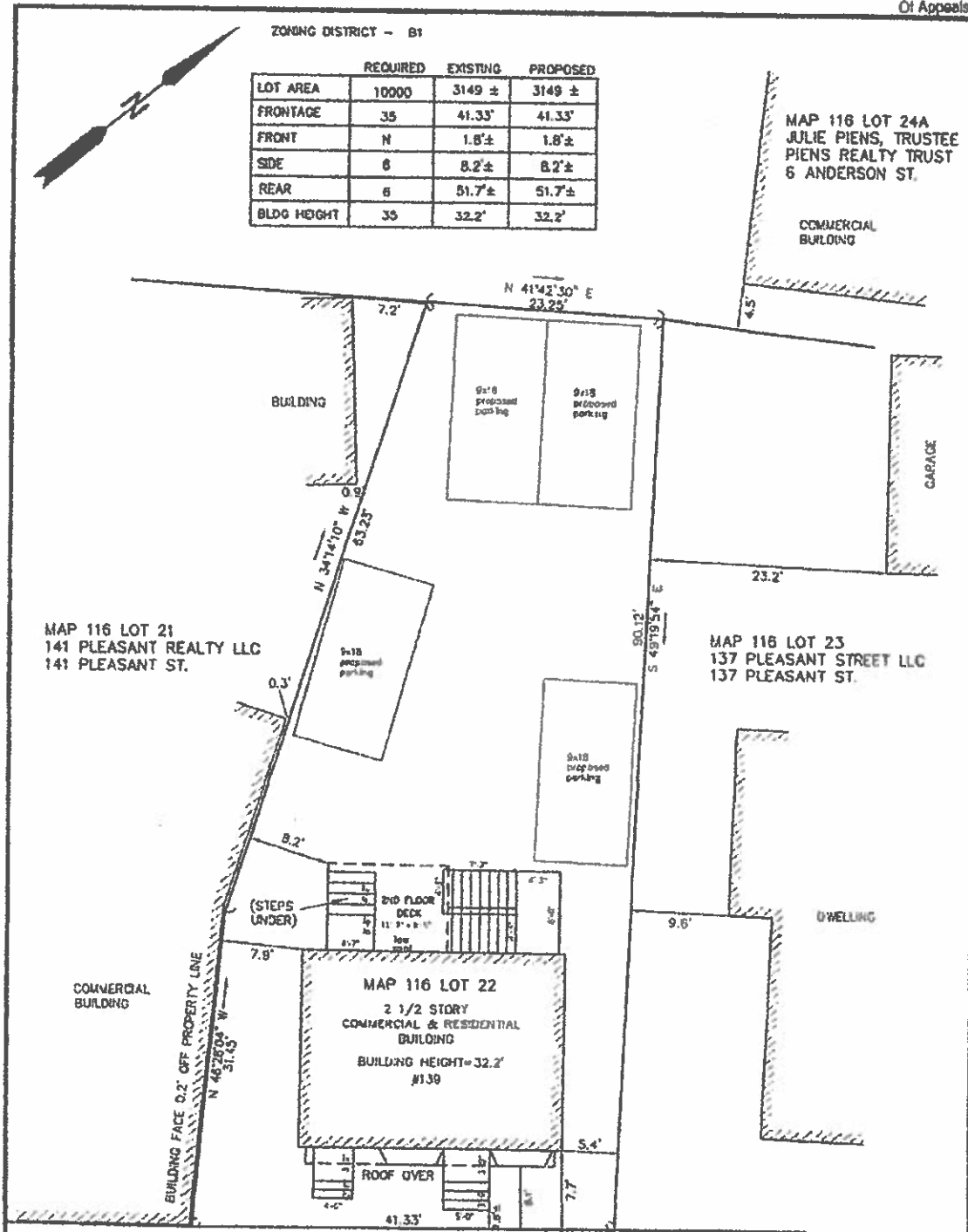
This worksheet applies 1. plan by/dated Gail Smith  
to the following plan(s): 2. plan by/dated \_\_\_\_\_

3. plan by/dated 2.17.21

Building Official [Signature] Date 3.7.21

ZONING DISTRICT - B1

	REQUIRED	EXISTING	PROPOSED
LOT AREA	10000	3149 ±	3149 ±
FRONTAGE	35	41.33'	41.33'
FRONT	N	1.8'±	1.8'±
SIDE	6	8.2'±	8.2'±
REAR	6	51.7'±	51.7'±
BLDG HEIGHT	35	32.2'	32.2'



THIS PLAN IS THE RESULT OF  
AN INSTRUMENT SURVEY.



**PLOT PLAN OF LAND**  
139 PLEASANT STREET  
**MARBLEHEAD**  
PROPERTY OF  
**BEACH RETREAT LLC**  
SCALE 1"=10' FEBRUARY 17, 2021  
**NORTH SHORE SURVEY CORPORATION**  
14 BROWN ST. - SALEM, MA  
(978) 744-4800 #4733

RECEIVED APR 29 2019

Allen Warren  
2225 12<sup>th</sup> Avenue  
Forest Grove, OR 97116  
April 24, 2019

Commonwealth of Massachusetts  
Architectural Access Board  
Division of Professional Licensure  
Office of Public Safety and Inspection  
1000 Washington Street, Suite 710  
Boston, MA 02108

RE: Commercial and Residential  
139 Pleasant Street  
Marblehead  
Docket Number V18 298

Per instruction in the Amended Decision of the Architectural Access Board dated February 4, 2019, I am providing the first six (6) month status report required to be delivered no later than July 1, 2019.

Regarding the property located at 139 Pleasant Street, an interior door was added to the 1<sup>st</sup> floor commercial space providing direct, interior access to the 2<sup>nd</sup>/3<sup>rd</sup> floor residential unit, thereby converting the 1<sup>st</sup> floor to residential zoning status in order to maintain the entire structure as a single-family residential dwelling unit, and a Certificate of Occupancy was approved for same. I have included a copy of the Certificate.

With the change in zoning from commercial to residential, the 1<sup>st</sup> floor space is no longer legally approved for commercial retail use, the space will only be used for residential occupancy, and therefore my application for variance to a commercial retail space is no longer applicable. As such, I am withdrawing my application request for variance.

Sincerely,



Allen Warren  
Co-owner  
139 Pleasant St.  
Marblehead, MA



**TOWN OF MARBLEHEAD**  
BUILDING DEPARTMENT



**CERTIFICATE OF USE AND OCCUPANCY**

THIS CERTIFIES THAT THE FOLLOWING CONSTRUCTION COMPLIES WITH THE PROVISIONS OF 780 CMR, THE NINTH EDITION OF THE MASSACHUSETTS STATE BUILDING CODE, AND LOCAL ZONING BYLAWS.

PERMIT NO: 26109	ISSUE DATE: 4/8/2019	MAP/PARCEL: 116/22
CERTIFICATE ISSUED TO: BEACH RETREAT LLC		
OWNERS ADDRESS: 139 Pleasant St Marblehead, ma 01945		
PROPERTY LOCATION: 139 Pleasant St		
CONSTRUCTION TYPE: 5B	USE GROUP: R-3	ZONING USE: SFD
SPECIAL CONDITIONS: Convert entire structure to a single family dwelling by adding a door to the unit, accessible by the house		
BUILDING OFFICIAL: Richard Baldacci		DATE: 4/18/19



**CHARLES D. BAKER**  
GOVERNOR

**KARYN E. POLITO**  
LIEUTENANT GOVERNOR

**JAY ASH**  
SECRETARY OF HOUSING AND  
ECONOMIC DEVELOPMENT

**JOHN C. CHAPMAN**  
UNDERSECRETARY OF  
CONSUMER AFFAIRS AND  
BUSINESS REGULATION

**CHARLES BORSTEL**  
COMMISSIONER, DIVISION OF  
PROFESSIONAL LICENSURE

**THOMAS HOPKINS**  
EXECUTIVE DIRECTOR

**Commonwealth of Massachusetts**  
**Division of Professional Licensure**  
**Office of Public Safety and Inspections**  
**Architectural Access Board**

1000 Washington St, Suite 710 • Boston • Massachusetts • 02108  
V: 617-727-0660 • www.mass.gov/aab • Fax: 617-727-0665

**SERVICE NOTICE**

I, **Allen Warren,**  
owner

(name)

for the Petitioner same

(name of the applicant)

as authorized agent / property

(relationship to the applicant)

submit a

variance application filed with the Massachusetts Architectural Access Board on 24 APR 2019.

(date variance submitted)

**HEREBY CERTIFY UNDER THE PAINS AND PENALTIES OF PERJURY THAT I SERVED OR CAUSED TO BE SERVED, A COPY OF THIS VARIANCE APPLICATION ON THE FOLLOWING PERSON(S) IN THE FOLLOWING MANNER:**

<u>NAME AND ADDRESS OF PERSON OR AGENCY SERVED</u>	<u>METHOD OF SERVICE</u>	<u>DATE OF SERVICE</u>
1 Building Department Richard Baldacci, CBO Building Commissioner Town of Marblehead 7 Widger Road Marblehead, MA 01945	USPS	24 APR 2019
2 Local Commission on Disability (if Applicable) Marblehead Disabilities Commission Attn: Laurie Blaisdell, Chair c/o Board of Selectmen's Office Abbott Hall - 188 Washington Street Marblehead, MA 01945	USPS	24 APR 2019
3 Independent Living Center Lisa Orgettas, Executive Director 27 Congress Street Suite 107 Salem, MA 01970	USPS	24 APR 2019
4 2 <sup>nd</sup> ILC (Boston Only)		

**AND CERTIFY UNDER THE PAINS AND PENALTIES OF PERJURY THAT THE ABOVE STATEMENTS TO THE BEST OF MY KNOWLEDGE ARE TRUE AND ACCURATE.**

Allen Warren  
Signature: Appellant or Petitioner

On the 24<sup>th</sup> Day of April 20 19  
PERSONALLY APPEARED BEFORE ME THE ABOVE NAMED

Allen Warren  
(Type or Print the Name of the Appellant)

[Signature]  
NOTARY PUBLIC

02/12/2021  
MY COMMISSION EXPIRES

