ARCHITECTURAL ACCESS BOARD - HEARING PACKET

Name	**Condos**	**Docket #**	C25 - 028
Address	**8 Ashton Street**	**Docket #**	V21-054
City	**Boston**	**Hearing**	6/15/2026
Type of Complaint	Bldg	**Time of hearing**	1:00 PM
Complaint's Name	Staff Complaint		
Complaint ?	Yes	**Variance ?**	Yes
Jurisdiction:	28.1	In all multi-story buildings and facilities, each level shall be served by a passenger elevator.	

Building Permits:

Assessed Value:

Complaints to be Addressed:

28.1 & 2.6

On June 26, 2023, Architectural Access Board ("AAB") conducted a hearing regarding Variance Case No. V21-055. The hearing packet is included in the record. (See AAB 06/15/26, Pages 121–266; note that the original packet was numbered AAB 1–146.)

On March 31, 2025, AAB followed up on concerns raised by a condominium owner regarding the subject property. (See AAB 06/15/26, Pages 117–120.)

Also on March 31, 2025, AAB contacted the respondent to request a status update regarding the proposed Limited Use/Limited Application (LULA) lift. (See AAB 06/15/26, Pages 112–116.)

On June 18, 2025, AAB received correspondence from a condominium owner that included the following documents: (See AAB 06/15/26, Page 55.)

- Board Decision in Variance Case No. V21-054 (See AAB 06/15/26, Pages 56–59);
- Building Plans (See AAB 06/15/26, Pages 60–61);
- Change of Licensed Builder documentation (See AAB 06/15/26, Pages 62–71);
- Condominium Purchase and Sale Agreement (See AAB 06/15/26, Pages 72–102); and
- Master Deed (See AAB 06/15/26, Pages 103–111).

Also on June 18, 2025, AAB received correspondence from a condominium owner identifying proposed locations for the LULA lift. (See AAB 06/15/26, Pages 50–54.)

On June 25, 2025, AAB filed a staff complaint concerning the matter. (See AAB 06/15/26, Pages 45–49.)

On June 28, 2025, AAB issued a First Notice and distributed it to all relevant parties. (See AAB 06/15/26, Pages 38–44.)

On November 19, 2025, the AAB issued a Second Notice and distributed it to all relevant parties. (See AAB 06/15/26, Pages 31–37.)

On January 9, 2026, AAB received correspondence from a condominium owner providing an update regarding electrical wiring associated with the proposed LULA lift installation. (See AAB 06/15/26, Pages 29–30.)

On January 21, 2026, AAB scheduled a hearing for June 15, 2026, and issued notice to all relevant parties. (See AAB 06/15/26, Pages 24–28.)

On February 10, 2026, AAB received correspondence from a condominium owner containing plans for the installation of a wheelchair lift. (See AAB 06/15/26, Pages 18–23.)

On February 17, 2026, AAB issued a letter directing the immediate cessation of the wheelchair lift installation pending further review by the Board. (See AAB 06/15/26, Pages 4–17.)

On June 9, 2026, the AAB issued a hearing reminder regarding the June 15, 2026 hearing and distributed notice to all relevant parties. (See AAB 06/15/26, Page 3.)

Machado, Victor (DPL)

From: AAB Complaint (DPL)
Sent: Tuesday, June 9, 2026 9:08 AM
Cc: Machado, Victor (DPL)
Subject: C25-028 Condos, 8 Ashton Street, Boston - Hearing Notice for June 15, 2026 at 1:00 PM
Attachments: C25-028 Hearing.pdf

Hello,

This correspondence is provided as a formal reminder and to ensure that all relevant parties remain informed of the scheduled proceedings and associated obligations.

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

Case Number & Location Address:
C25-028 Condos, 8 Ashton Street, Boston

This email is intended to serve as a reminder and 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
P: (617) 701-8643

1 Federal Street, 6th Floor, Boston, MA 02118
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: Solmon Chowdhury
2225 Washington Street
Unit 2
Roxbury, MA 02119

Docket Number C 25 028

RE: Condos
8 Ashton Street
Boston

DATE: 2/17/2026

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

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

Please review all enclosed documents carefully.

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

MAURA HEALEY
GOVERNOR

KIM DRISCOLL
LIEUTENANT GOVERNOR

ERIC PALEY
SECRETARY, EXECUTIVE OFFICE OF ECONOMIC DEVELOPMENT

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COMMISSIONER, DIVISION OF OCCUPATIONAL LICENSURE

Commonwealth of Massachusetts
Division of Occupational Licensure
Office of Public Safety and Inspections
Architectural Access Board
One Federal Street, Suite 600 • Boston • MA • 02110
V: 617-727-0660 • www.mass.gov/aab • Fax: 617-979-5459

February 17, 2026

Via electronic mail:
solmon.chowdhury@gmail.com
Via certified mail:
Tracking: 7010 1870 0001 4990 2207

Solmon Chowdhury
2225 Washington Street, Unit 2
Roxbury, MA 02119

RE: AAB - C25-028 Condos, 8 Ashton Street, Boston

Mr. Chowdhury,

The Board is in receipt of correspondence shared by Mr. Vanderpool, including the PDF titled "**93976-AD-D**," which depicts a vertical platform lift.

Please be advised that this submission is in direct violation of the Board's Decision dated August 7, 2023.

The Board expressly **granted relief from 521 CMR 28.1 to permit use of a LULA for access**, subject to the following conditions:

1. The first-floor apartments shall be designed as Group 2; and
2. The second-floor apartments shall be designed as Group 1.

The Decision further states, in unequivocal terms, that "**The Board specifically declines to permit use of a wheelchair lift at this location.**"

The vertical platform lift shown in the submitted plan constitutes a wheelchair lift and is therefore expressly prohibited by the Board's Order. Submission or advancement of this design is noncompliant and unacceptable.

You are hereby directed to **immediately cease and desist** from pursuing, submitting, or representing any proposal that includes a wheelchair or vertical platform lift at this location. Any further action inconsistent with the Board's Decision will be treated as a knowing violation of 521 CMR and the Board's Order.

The Board further requests that you submit new, detailed plans that fully conform to the Board's Order and clearly demonstrate compliance with 521 CMR, including the approved use of a LULA.

Please confirm in writing that the noncompliant design has been withdrawn and provide a timeline for submission of revised compliant plans.

Regards,
Victor



Victor Machado
Compliance Officer

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

Machado, Victor (DPL)

From: Rey Vanderpool <le.rey.arlen@gmail.com>
Sent: Tuesday, February 10, 2026 7:58 PM
To: Machado, Victor (DPL)
Subject: Fwd: 8 Ashton Street LULA elevator
Attachments: 93976-AD-D.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. Machado-

I am forwarding the recent email with attachment that was sent to me from Shanti LLC regarding the elevator installation.

Just curious if this impacts the hearing date set for June. Also, do the condo unit owners need to be present for the hearing?

Regards,
Rey Vanderpool

---------- Forwarded message ---------
From: **Shanti Acquisition LLC** <admin@shantidevelopments.com>
Date: Tue, Feb 10, 2026, 4:35 PM
Subject: Re: 8 Ashton Street LULA elevator
To: Rey Vanderpool <le.rey.arlen@gmail.com>

Hi Rey,

Thank you for your follow-up.

I wanted to share an update on the **Garaventa Lift installation**. We are all set with the remaining items with the lift company. Their team visited the site last week and, based on the current site conditions, determined that the platform size needs to be adjusted.

The necessary change order is being processed, and once completed, the estimated installation timeline is **approximately 6–8 weeks**.

Regarding Garaventa's requirements, we are coordinating directly with them to ensure all specifications are met. I have attached the Rev D for your review.

Best,
Tanjila
System Engineer
Shanti Acquisition LLC | SBM Construction Group

admin@shantidevelopments.com
2221- 2225 Washington St, Roxbury, MA 02119

Book time to meet with me

From: Rey Vanderpool <le.rey.arlen@gmail.com>
Sent: Monday, February 9, 2026 10:02 AM
To: Shanti Acquisition LLC <admin@shantidevelopments.com>
Subject: Re: 8 Ashton Street LULA elevator

Hello Tanjila-

I'm following up on the request I made several weeks ago about an update on the LULA elevator installation. When I spoke to you on the phone, I also requested a copy of the list of requirements made by Garraventa to complete installation. Since we are the owners of building 8 Ashton Street and will be the overseers of the elevator after installation, we are entitled to that information.

Thank you,
Rey Vanderpool

On Tue, Jan 6, 2026, 6:47 PM Rey Vanderpool <le.rey.arlen@gmail.com> wrote:

> Hello Tanjila-
>
> My name is Rey Vanderpool and I'm one of the unit owners at 8 Ashton St. Isabelle Metellus gave me your contact information.
>
> I am looking for an update on the LULA elevator installation. SBM were on site 3 days last week, but it seems the preparation is not complete. How soon can SBM finalize preparation, and how soon can Garraventa come for the installation?
>
> I will be speaking with the Architectural Access Board later this week, so any information that you can provide will be most helpful.
>
> Regards
> Rey Vanderpool

GENESIS VERTICAL PLATFORM LIFT:

Code Reference:	ASME A18.1–2014 "Safety Standard for Platforms Lifts and Stairway Chairlifts"
General:	Color – Standard (Aluminium extrusions with 16 ga. galvanized steel panels powder coated Silver Moon) Indoor Unit – Pit Mount Number of Stops – Three stop kit
Drive Mast:	Model – GVL–SW–120 HPU – JANOX Chain Hydraulic drive system c/w Continuous Mains Power with Auxiliary Battery Power System, Platform Emergency Lowering (shipped loose), Shoring Pin, & Pressure Gauge Motor – 2.2 kW, (3.00 HP), 24 VDC Travel Speed – 340 kg @ 5.2 m/min [750 lb @ 17 ft/min] Power Supply – 120 VAC, single phase, 60 Hz, on a dedicated 15 amp. circuit Equipped with – Electrical Disconnect (shipped loose), Oil Recovery System, Split Mast Kit
Controls:	Platform Controls – Push–Button (Tactile) Type c/w Illuminated Directional Buttons, Courtesy Lighting, Illuminated Round (push/pull) Emerg. Stop Switch/Audible Alarm Lower Landing Call Station – Push Button (Tactile) Surface Mount Middle Landing Call Station – Push Button (Tactile) Surface Mount Upper Landing Call Station – Push Button (Tactile) Surface Mount Equipped with – Time Delay Door Lock
Platform:	Size – CUSTOM c/w grab rail, anti–skid deck and 1100mm [43 1/4"] high walls Configuration – Straight Through (180°) Exit/Entry Capacity – Maximum 340 kg [750 lb] operating load Equipped with – Auto–Dialer Phone
Door/Gates:	Lower – 36" L.H. Clear Width, Gara Pro–Door (fire–rated) c/w Prudhomme Interlock & Concealed Gara PDO 2 Supplied by GUSA Middle – 36" L.H. Clear Width, Gara Pro–Door (fire–rated) c/w Prudhomme Interlock & Concealed Gara PDO 2 Supplied by GUSA Upper – 36" L.H. Clear Width, Gara Pro–Door (fire–rated) c/w Prudhomme Interlock & Concealed Gara PDO 2 Supplied by GUSA NOTE: Factory Pre–Wire for PDO's by GUSA at all Landings.
Shaftway:	Total Unit Weight – Approximately 317 kg [698 lb] Lifting Ht. (H2) – 2057mm [81"] lower floor to middle floor plus 76mm [3"] pit Lifting Ht. (H1) – 3048mm [120"] lower floor to upper floor plus 76mm [3"] pit Equipped with – Mast Back Panels, Anchor & Shim Kit, Service Bypass Key Kit
Custom work:	Leave wiring in mast Upper tie back 4" lower than standard

REV.				DATE	DRN.BY	CHK.BY
D	PARTS QUOTE – PLATFORM SIZE TO FIT 58 1/2"L X 53 1/8"W PIT			02/05/26	MG	
C	FINAL DRAWING			07/08/24	DA	
B	UNIT WAS FLOOR MOUNTED BY OTHERS; LOWER,MID&UPPER SWING WERE 2,4&2;			05/10/22	DA	
A	INITIAL RELEASE		UNITS: INCHES	4/25/22	DA	
REV.	SCALE: 1:40	TOLERANCES: DIMENSIONAL ±1/32 ANGULAR ±0.5°	PROJECTION:	DATE	DRN.BY	CHK.BY

GARAVENTA LIFT

SERIES 3 GENESIS SHAFTWAY APPROVAL
8 ASHTON ST – MULTI FAMILY
8 ASHTON ST
BOSTON MA 02124 PAGE 1 OF 4
GARAVENTA LIFT (NE)

93976–AD–D

Wall Mount Call Station(s)
(Position & Installation by Others)

** NOTE: Adjustability Range ± 305mm [12"].

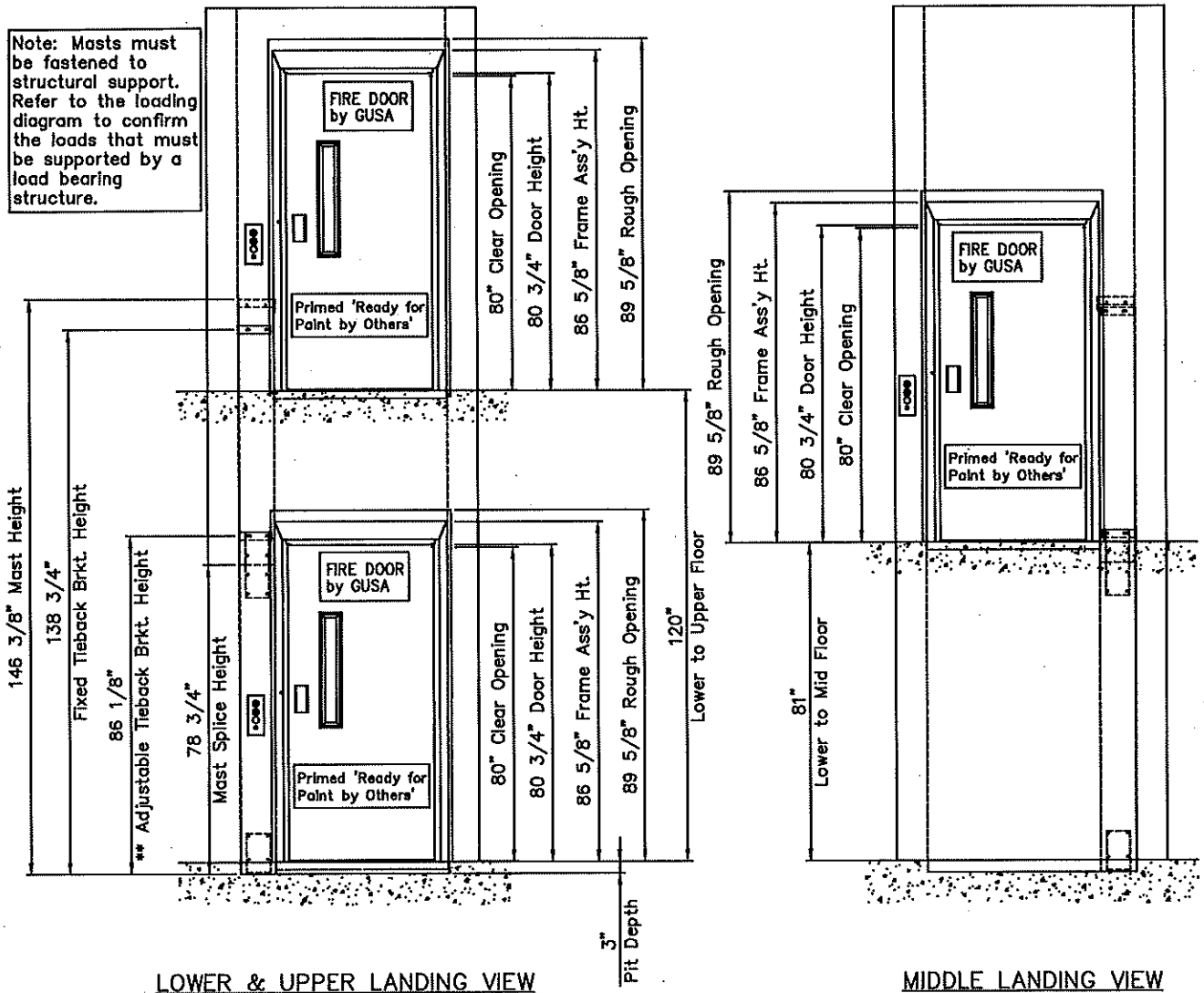
LIFT HEIGHT
H1=123"

H1=Floor to Floor + Pit Depth

LIFT HEIGHT
H2=84"

H2=Lower Floor to Mid Floor + Pit Depth

Note: Masts must be fastened to structural support. Refer to the loading diagram to confirm the loads that must be supported by a load bearing structure.



LOWER & UPPER LANDING VIEW

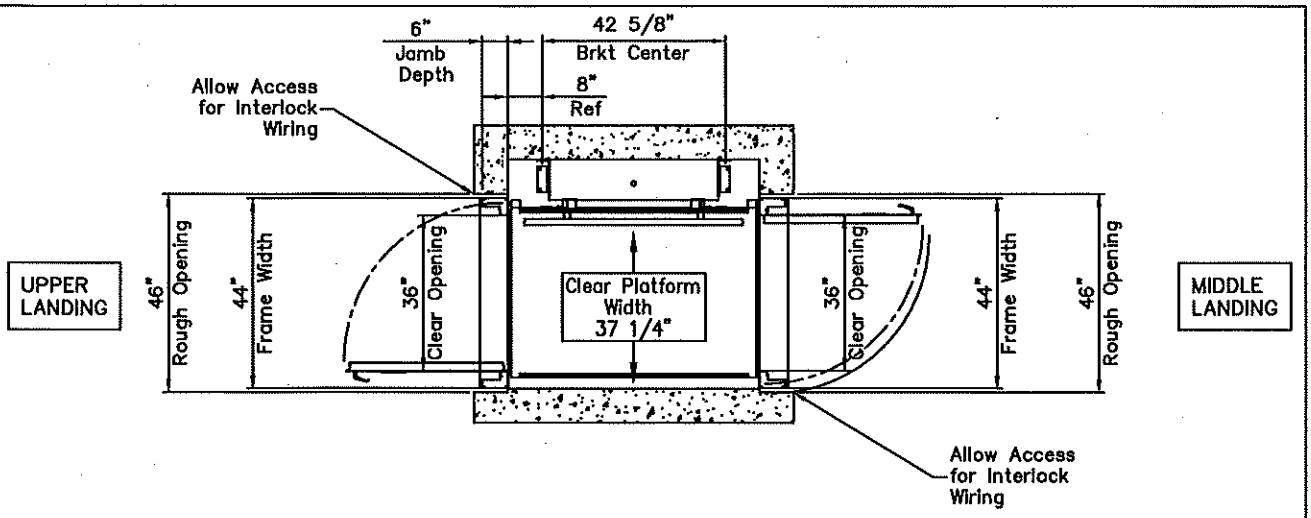
MIDDLE LANDING VIEW

REV.				DATE	DRN.BY	CHK.BY
D	PARTS QUOTE – PLATFORM SIZE TO FIT 58 1/2"L X 53 1/8"W PIT			02/05/26	MG	
C	FINAL DRAWING			07/08/24	DA	
B	UNIT WAS FLOOR MOUNTED BY OTHERS; LOWER,MID&UPPER SWING WERE 2,4&2;			05/10/22	DA	
A	INITIAL RELEASE		UNITS: INCHES	4/25/22	DA	
REV.	SCALE: 1:40	TOLERANCES: DIMENSIONAL ±1/32 ANGULAR ±0.5'	PROJECTION:	DATE	DRN.BY	CHK.BY

GARAVENTA LIFT

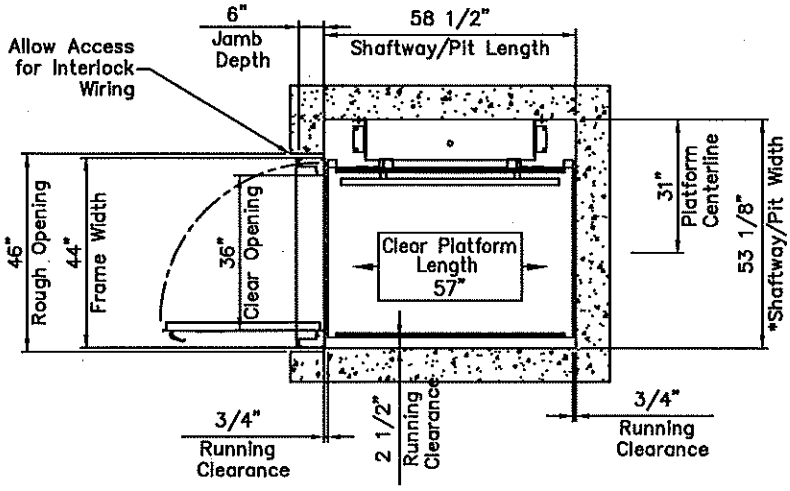
SERIES 3 GENESIS SHAFTWAY APPROVAL
8 ASHTON ST – MULTI FAMILY
8 ASHTON ST
BOSTON MA 02124 PAGE 2 OF 4
GARAVENTA LIFT (NE)

93976-AD-D



UPPER & MID LANDING PLAN VIEW

DEDICATED CIRCUIT SUPPLIED BY OTHERS:
120 VAC / 1 PHASE – 60 Hz.
Conduit and devices to suit local codes and a recommended 15 amp. dedicated circuit.



LOWER LANDING PLAN VIEW

REV.				DATE	DRN.BY	CHK.BY
D	PARTS QUOTE – PLATFORM SIZE TO FIT 58 1/2"L X 53 1/8"W PIT			02/05/26	MG	
C	FINAL DRAWING			07/08/24	DA	
B	UNIT WAS FLOOR MOUNTED BY OTHERS; LOWER,MID&UPPER SWING WERE 2,4&2;			05/10/22	DA	
A	INITIAL RELEASE		UNITS: INCHES	4/25/22	DA	
	SCALE: 1:40	TOLERANCES: DIMENSIONAL ±1/32 ANGULAR ±0.5'	PROJECTION:			

GARAVENTA LIFT

SERIES 3 GENESIS SHAFTWAY APPROVAL
8 ASHTON ST – MULTI FAMILY
8 ASHTON ST.
BOSTON MA 02124 PAGE 3 OF 4
GARAVENTA LIFT (NE)

93976-AD-D

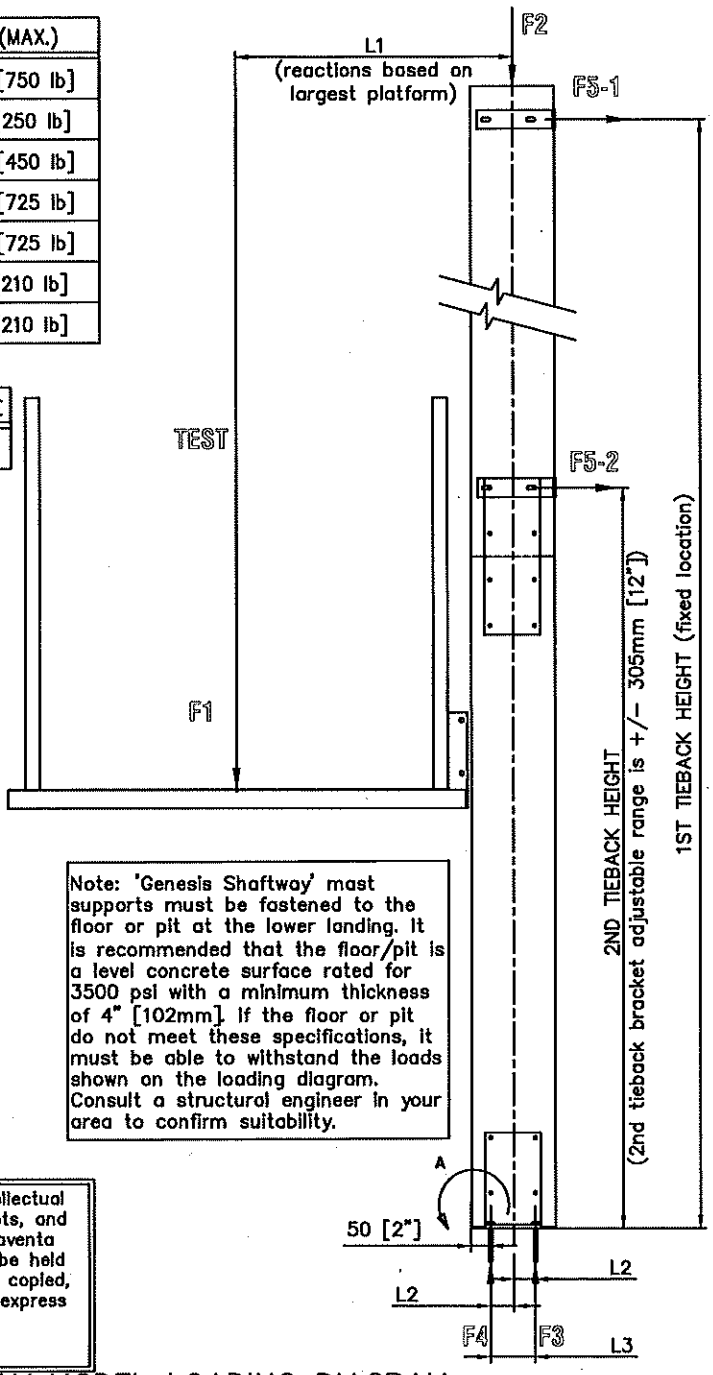
SYM.	DESCRIPTION	VALUE (MAX.)
F1 = 1000 lb or 4448 N	PAYLOAD (MAX.)	3335 N [750 lb]
	CAR (PLATFORM) WEIGHT	1110 N [250 lb]
F2	MAST WEIGHT	2002 N [450 lb]
F3	FLOOR REACTION	3225 N [725 lb]
F4	FLOOR REACTION	3225 N [725 lb]
F5-1	TIEBACK REACTION #1	934 N [210 lb]
F5-2	TIEBACK REACTION #2	934 N [210 lb]

L1	L2	L3	PLATFORM SIZE
764 [30.08"]	61 [2.40"]	122 [4.88"]	CUSTOM

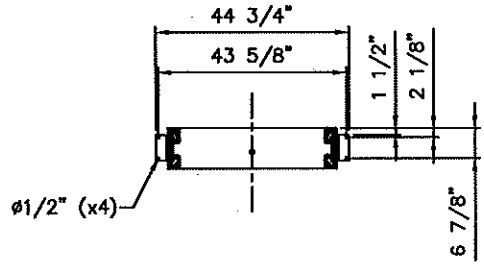
MODEL	MAST HEIGHT	TIEBACK HEIGHT
120"	3718 [146.38"]	3625 [143.0"]
		2187 [86.0"]

SPECIAL NOTE:

These are reaction forces generated by the lift. Adhere to local building codes, regulations, and safety factors for supporting structures. Consult a structural engineer or architect in your jurisdiction.



BASE MOUNTING DETAILS



Note: 'Genesis Shaftway' mast supports must be fastened to the floor or pit at the lower landing. It is recommended that the floor/pit is a level concrete surface rated for 3500 psi with a minimum thickness of 4" [102mm]. If the floor or pit do not meet these specifications, it must be able to withstand the loads shown on the loading diagram. Consult a structural engineer in your area to confirm suitability.

The information contained in this drawing constitutes the intellectual Property, including, but not limited to, knowledge, trade secrets, and proprietary information which is the exclusive property of Garaventa Accessibility. All information contained in this drawing is to be held in the strictest confidence by the recipient, and is not to be copied, disclosed to, or transmitted to any third parties without the express written authorization of Garaventa Accessibility.

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DETAIL 1 – SHAFTWAY MODEL LOADING DIAGRAM

REV.				DATE	DRN.BY	CHK.BY
D	PARTS QUOTE – PLATFORM SIZE TO FIT 58 1/2"L X 53 1/8"W PIT			02/05/26	MG	
C	FINAL DRAWING			07/08/24	DA	
B	UNIT WAS FLOOR MOUNTED BY OTHERS; LOWER,MID&UPPER SWING WERE 2,4&2;			05/10/22	DA	
A	INITIAL RELEASE		UNITS: INCHES	4/25/22	DA	
REV.	SCALE: 1:40	TOLERANCES: DIMENSIONAL ±1/32 ANGULAR ±0.5°	PROJECTION:	DATE	DRN.BY	CHK.BY

GARAVENTA LIFT

SERIES 3 GENESIS SHAFTWAY APPROVAL
8 ASHTON ST – MULTI FAMILY
8 ASHTON ST
BOSTON MA 02124 PAGE 4 OF 4
GARAVENTA LIFT (NE)

93976-AD-D

COMMONWEALTH OF MASSACHUSETTS

SUFFOLK, ss.

ARCHITECTURAL ACCESS BOARD
Docket No. V21-054

In re	)
	)
6 Unit Residential	)
8 Ashton Street	)
Boston	)
	)

BOARD DECISION

Procedural History

This matter is before the Architectural Access Board ("AAB" or "Board") based on an Application for Variance received on or about March 31, 2021, pursuant to 521 CMR 4.00, and amendments thereto submitted by Alfonso Sira, AIA, authorized representative for Shanti Acquisition LLC (the "Petitioner"). The Petitioner requests a variance from the requirements of 521 CMR 28.1 (vertical access).

The Board initially addressed the matter on April 26, 2021, at which time it voted to deny the application, finding that the Petitioner had not established impracticability. The written Notice of Action was issued on April 28, 2021. The Petitioner submitted a request for adjudicatory hearing on or about May 3, 2021. The Board granted the request with written notice thereof issued on June 22, 2021. A hearing was held on July 12, 2021, and a decision was issued on July 26, 2021 granting the relief on the on the conditions that: "(1) the first-floor apartments shall be designed as Group 2; (2) the second-floor apartments shall be designed as Group 1. If the [Limited Use, Limited Application Elevator ("LULA")] cannot run from the parking area to the second floor, the Petitioner shall advise the AAB as soon as possible and the Board will review the matter again based on that limitation."

On July 5, 2022, the Board received notice that Owner's representative for this variance request had changed and also received additional documents from Petitioner detailing that the project had been modified and a LULA would no longer be serving the second floor; instead, it was proposed for the LULA to run from the garage to the mid-level lobby and first residential floor only. After subsequent correspondence with Petitioner regarding the project, the Board voted to schedule a second hearing.

A second hearing was held on June 26, 2023, in accordance with G.L. c. 30A, §§ 10 and 11; 801 CMR 1.02 *et seq.*; and 521 CMR 4.00.[1] All interested parties were provided with an opportunity to testify and present evidence to the Board. Alfonso Sira, RA, appeared on the Petitioner's behalf at that time, along with owner Solmon Chowdhury. Michael Muehe, access analyst for the Boston Center for Independent Living, also appeared. The witnesses were sworn in by the Board Chair. The instant decision now memorializes the votes taken at that time.[1]

[1] [1] Pursuant to An Act Making Appropriations for the Fiscal Year 2023 to Provide for Supplementing Certain Existing Appropriations and for Certain Existing Appropriations and for Certain Other Activities and Projects (chapter 2 of the Acts of 2023), the hearing was held online via the Microsoft Teams platform.

Applicable Laws & Regulations

Pursuant to 521 CMR 3.2 [New Construction], "[a]ll new construction of *public buildings/facilities* shall comply fully with 521 CMR."

521 CMR 20.2 addresses the location of accessible routes, directing that, "[w]ithin 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." "At least one *accessible route* shall connect *accessible buildings, facilities, elements* and *spaces* that are on the same *site*." 521 CMR 20.2.1.

Pursuant to 521 CMR 28.1, "[i]n all multi-*story buildings* and *facilities*, each level including *mezzanines*, shall be served by a passenger elevator. If more than one elevator is provided, each passenger elevator shall comply with 521 CMR 28. *Accessible* elevators shall be on an *accessible route* and located within the *space* with which it is intended to serve."

Exhibits

The following documentation was entered into evidence:

Exhibit 1: Board Packet AAB 1-146, including the Application for Variance, including all correspondence, photographs, and plans submitted.

Factual Findings

The following findings of fact and conclusions of law are supported by substantial evidence, based on the credited testimony of the witnesses, documents admitted into evidence and AAB records. G.L. c. 30A, § 11(2), § 14(7).

1) This is a newly constructed building that will house six residential units distributed through three floors above a partially below-grade parking garage. AAB 67-75.
2) The anticipated construction costs for this project are approximately $1,600,000, while the total cost including financing is approximately $3,000,000. Mr. Chowdhury's testimony.
3) The cost of purchasing and installing a vertical wheelchair lift at this location would be approximately $120,000. Mr. Chowdhury's testimony.
4) The cost of purchasing and installing a LULA at this location would be approximately $160,000 or more. Mr. Chowdhury's testimony.

Discussion

The Board's jurisdiction is established pursuant to 521 CMR 3.2 which states that "[a]ll new construction of *public buildings/facilities* shall comply fully with 521 CMR." Because the project is a new construction, regulations require that it fully comply with the applicable requirements of 521 CMR. The Petitioner concedes the Board's jurisdiction.

However, pursuant to 521 CMR 4.1, an "owner or an owner's representative or tenant who thinks that full compliance with 521 CMR is *impracticable* may apply to the *Board* for a *variance* from 521 CMR." Impracticability is defined to mean either that compliance with 521 CMR "would be technologically unfeasible" or that it would "result in excessive and unreasonable costs without any substantial benefit to persons with disabilities." 521 CMR 5.00.

The project is a new six-unit multi-family building in Dorchester with three floors over a partially below-grade parking garage. The Petitioner seeks a variance from the requirement to include an

elevator to serve all floors, due to the cost. Petitioner was previously granted a conditional variance to use a LULA at this location, on the condition that the LULA could serve the parking garage, lobby, first and second floors, which are all at different levels. Petitioner never confirmed that these conditions could be met and instead comes before the Board now seeking further relief, in the form of authorizing use of a vertical wheelchair lift instead of an elevator or LULA. In the absence of a variance from the Board, an elevator is required at this location.

During the hearing, Petitioner's representatives stated that since the variance was granted in 2021 (for the LULA, conditioned on it reaching to the second floor), the architect on the project had changed. Petitioner's team represented that they had become confused because a manufacturer had evidently described a certain device to them as a LULA, but they later learned it was actually a vertical wheelchair lift. Petitioner now seeks to install this vertical wheelchair lift to serve three stops – the parking garage, the lobby, and the first floor. Petitioner notes that the lobby is a middle level with mailboxes in between the garage and first floor, with no residences. This building has Group 2 units on the first floor that would be served by the proposed wheelchair lift. Petitioner and Board staff discussed during the hearing that to their knowledge, there is no LULA that could serve the entire travel distance between the parking garage and the second floor.

Petitioner asserts that this project has already cost more than anticipated, and that there have been delays in obtaining materials. Accordingly, Petitioner wishes to avoid the approximately $160,000 cost of the LULA and instead install a vertical wheelchair lift for approximately $120,000. The Board and Petitioner agree that a passenger elevator at this location would be even more expensive than a LULA.

Mr. Muehe of the Boston Center for Independent Living testified in opposition to the use of a wheelchair lift at this property. He stated that there is an increasing need for accessible housing for people with disabilities in Greater Boston, in part due to the city's aging population. He argued that there is a substantial benefit to persons with disabilities in the availability of a LULA rather than a wheelchair lift, because a LULA is easier to operate and has a larger platform that is easier to get on and off.

The Board has now considered the evidence, including the documentary submittals and the testimony of Mr. Sira, Mr. Chowdhury, and Mr. Muehe. The Board finds that the evidence is sufficiently substantial to establish such impracticability as to warrant the use of a LULA rather than a passenger elevator, on the conditions noted in the Order below. The Board specifically declines to authorize use of a wheelchair lift at this location, as the Board finds that a LULA rather than a lift will provide a substantial benefit to persons with disabilities, without excessive cost.

Conclusion and Order

In light of all of the foregoing, the Board votes as follows:

> - to ***GRANT*** the application for relief from 521 CMR 28.1 to permit use of a LULA for access on the ***CONDITIONS*** that: (1) the first-floor apartments shall be designed as Group 2; (2) the second-floor apartments shall be designed as Group 1. The Board specifically declines to permit use of a wheelchair lift at this location.

A true copy attest, dated: August 7, 2023

ARCHITECTURAL ACCESS BOARD
By:

Dawn Guarriello, Chair

Patricia Mendez, Vice Chair

Raymond Glazier, Executive Office of Elder Affairs Designee

Jeffrey Dougan, Massachusetts Office on Disability Designee

Ana Julian, Member

Elizabeth Myska, Member

David Johnson, Member

A complete administrative record is on file at the office of the Architectural Access Board.

This constitutes an order of the Architectural Access Board. In accordance with G.L. c. 30A, §14 and G.L. c. 22, §13A, any person aggrieved by this decision may appeal to the Superior Court of the Commonwealth of Massachusetts within thirty (30) days of receipt of it.



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BOSTON MA 020
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First-Class Mail
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MAR 18 2026

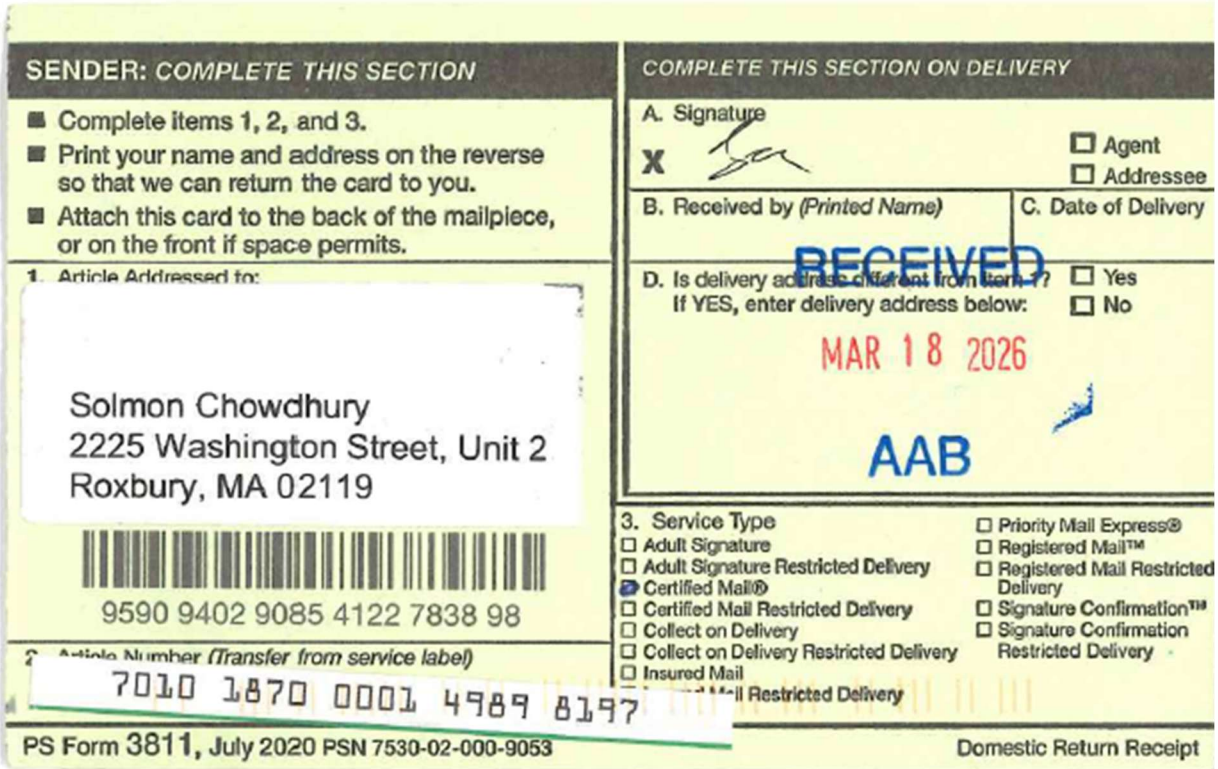
United States
Postal Service

• Sender: Please print your name, address, and ZIP+4® in this box•

C25-028
Corr to Lift not Ldg
Condos
Boston

Division of Occupational Licensure
Architectural Access Board
1 Federal Street, Suite 600
Boston, MA 0211-2012

10-200306



SENDER: *COMPLETE THIS SECTION*

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Solmon Chowdhury
2225 Washington Street, Unit 2
Roxbury, MA 02119

9590 9402 9085 4122 7838 98

2. Article Number (Transfer from service label)
7010 1870 0001 4989 8197

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

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X
☐ Agent
☐ Addressee

B. Received by (Printed Name) | C. Date of Delivery

RECEIVED
MAR 18 2026

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

AAB

3. Service Type
☐ Adult Signature
☐ Adult Signature Restricted Delivery
☑ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
☐ Insured Mail
☐ Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt

Machado, Victor (DPL)

From: Rey Vanderpool <le.rey.arlen@gmail.com>
Sent: Tuesday, February 10, 2026 7:58 PM
To: Machado, Victor (DPL)
Subject: Fwd: 8 Ashton Street LULA elevator
Attachments: 93976-AD-D.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. Machado-

I am forwarding the recent email with attachment that was sent to me from Shanti LLC regarding the elevator installation.

Just curious if this impacts the hearing date set for June. Also, do the condo unit owners need to be present for the hearing?

Regards,
Rey Vanderpool

---------- Forwarded message ---------
From: **Shanti Acquisition LLC** <admin@shantidevelopments.com>
Date: Tue, Feb 10, 2026, 4:35 PM
Subject: Re: 8 Ashton Street LULA elevator
To: Rey Vanderpool <le.rey.arlen@gmail.com>

Hi Rey,

Thank you for your follow-up.

I wanted to share an update on the **Garaventa Lift installation**. We are all set with the remaining items with the lift company. Their team visited the site last week and, based on the current site conditions, determined that the platform size needs to be adjusted.

The necessary change order is being processed, and once completed, the estimated installation timeline is **approximately 6–8 weeks**.

Regarding Garaventa's requirements, we are coordinating directly with them to ensure all specifications are met. I have attached the Rev D for your review.

Best,
Tanjila
System Engineer
Shanti Acquisition LLC | SBM Construction Group

admin@shantidevelopments.com
2221- 2225 Washington St, Roxbury, MA 02119

Book time to meet with me

From: Rey Vanderpool <le.rey.arlen@gmail.com>
Sent: Monday, February 9, 2026 10:02 AM
To: Shanti Acquisition LLC <admin@shantidevelopments.com>
Subject: Re: 8 Ashton Street LULA elevator

Hello Tanjila-

I'm following up on the request I made several weeks ago about an update on the LULA elevator installation. When I spoke to you on the phone, I also requested a copy of the list of requirements made by Garraventa to complete installation. Since we are the owners of building 8 Ashton Street and will be the overseers of the elevator after installation, we are entitled to that information.

Thank you,
Rey Vanderpool

On Tue, Jan 6, 2026, 6:47 PM Rey Vanderpool <le.rey.arlen@gmail.com> wrote:

> Hello Tanjila-
>
> My name is Rey Vanderpool and I'm one of the unit owners at 8 Ashton St. Isabelle Metellus gave me your contact information.
>
> I am looking for an update on the LULA elevator installation. SBM were on site 3 days last week, but it seems the preparation is not complete. How soon can SBM finalize preparation, and how soon can Garraventa come for the installation?
>
> I will be speaking with the Architectural Access Board later this week, so any information that you can provide will be most helpful.
>
> Regards
> Rey Vanderpool

GENESIS VERTICAL PLATFORM LIFT:

Code Reference: ASME A18.1–2014 "Safety Standard for Platforms Lifts and Stairway Chairlifts"

General:
Color – Standard (Aluminium extrusions with 16 ga. galvanized steel panels powder coated Silver Moon)
Indoor Unit – Pit Mount
Number of Stops – Three stop kit

Drive Mast:
Model – GVL–SW–120
HPU – JANOX
Chain Hydraulic drive system c/w Continuous Mains Power with Auxiliary Battery Power System, Platform Emergency Lowering (shipped loose), Shoring Pin, & Pressure Gauge
Motor – 2.2 kW, (3.00 HP), 24 VDC
Travel Speed – 340 kg @ 5.2 m/min [750 lb @ 17 ft/min]
Power Supply – 120 VAC, single phase, 60 Hz, on a dedicated 15 amp. circuit
Equipped with – Electrical Disconnect (shipped loose), Oil Recovery System, Split Mast Kit

Controls:
Platform Controls – Push–Button (Tactile) Type c/w Illuminated Directional Buttons, Courtesy Lighting, Illuminated Round (push/pull) Emerg. Stop Switch/Audible Alarm
Lower Landing Call Station – Push Button (Tactile) Surface Mount
Middle Landing Call Station – Push Button (Tactile) Surface Mount
Upper Landing Call Station – Push Button (Tactile) Surface Mount
Equipped with – Time Delay Door Lock

Platform:
Size – CUSTOM c/w grab rail, anti–skid deck and 1100mm [43 1/4"] high walls
Configuration – Straight Through (180°) Exit/Entry
Capacity – Maximum 340 kg [750 lb] operating load
Equipped with – Auto–Dialer Phone

Door/Gates:
Lower – 36" L.H. Clear Width, Gara Pro–Door (fire–rated) c/w Prudhomme Interlock & Concealed Gara PDO 2 Supplied by GUSA
Middle – 36" L.H. Clear Width, Gara Pro–Door (fire–rated) c/w Prudhomme Interlock & Concealed Gara PDO 2 Supplied by GUSA
Upper – 36" L.H. Clear Width, Gara Pro–Door (fire–rated) c/w Prudhomme Interlock & Concealed Gara PDO 2 Supplied by GUSA
NOTE: Factory Pre–Wire for PDO's by GUSA at all Landings.

Shaftway:
Total Unit Weight – Approximately 317 kg [698 lb]
Lifting Ht. (H2) – 2057mm [81"] lower floor to middle floor plus 76mm [3"] pit
Lifting Ht. (H1) – 3048mm [120"] lower floor to upper floor plus 76mm [3"] pit
Equipped with – Mast Back Panels, Anchor & Shim Kit, Service Bypass Key Kit

Custom work:
Leave wiring in mast
Upper tie back 4" lower than standard

REV.						
D	PARTS QUOTE – PLATFORM SIZE TO FIT 58 1/2"L X 53 1/8"W PIT		02/05/26	MG	
C	FINAL DRAWING		07/08/24	DA	
B	UNIT WAS FLOOR MOUNTED BY OTHERS; LOWER,MID&UPPER SWING WERE 2,4&2;		05/10/22	DA	
A	INITIAL RELEASE	UNITS: INCHES	4/25/22	DA	
REV.	SCALE: 1:40	TOLERANCES: DIMENSIONAL ±1/32 ANGULAR ±0.5°	PROJECTION:	DATE	DRN.BY	CHK.BY

GARAVENTA LIFT

SERIES 3 GENESIS SHAFTWAY APPROVAL
8 ASHTON ST – MULTI FAMILY
8 ASHTON ST
BOSTON MA 02124 PAGE 1 OF 4

GARAVENTA LIFT (NE)

93976–AD–D

Wall Mount Call Station(s)
(Position & Installation by Others)

** NOTE: Adjustability Range ± 305mm [12"].

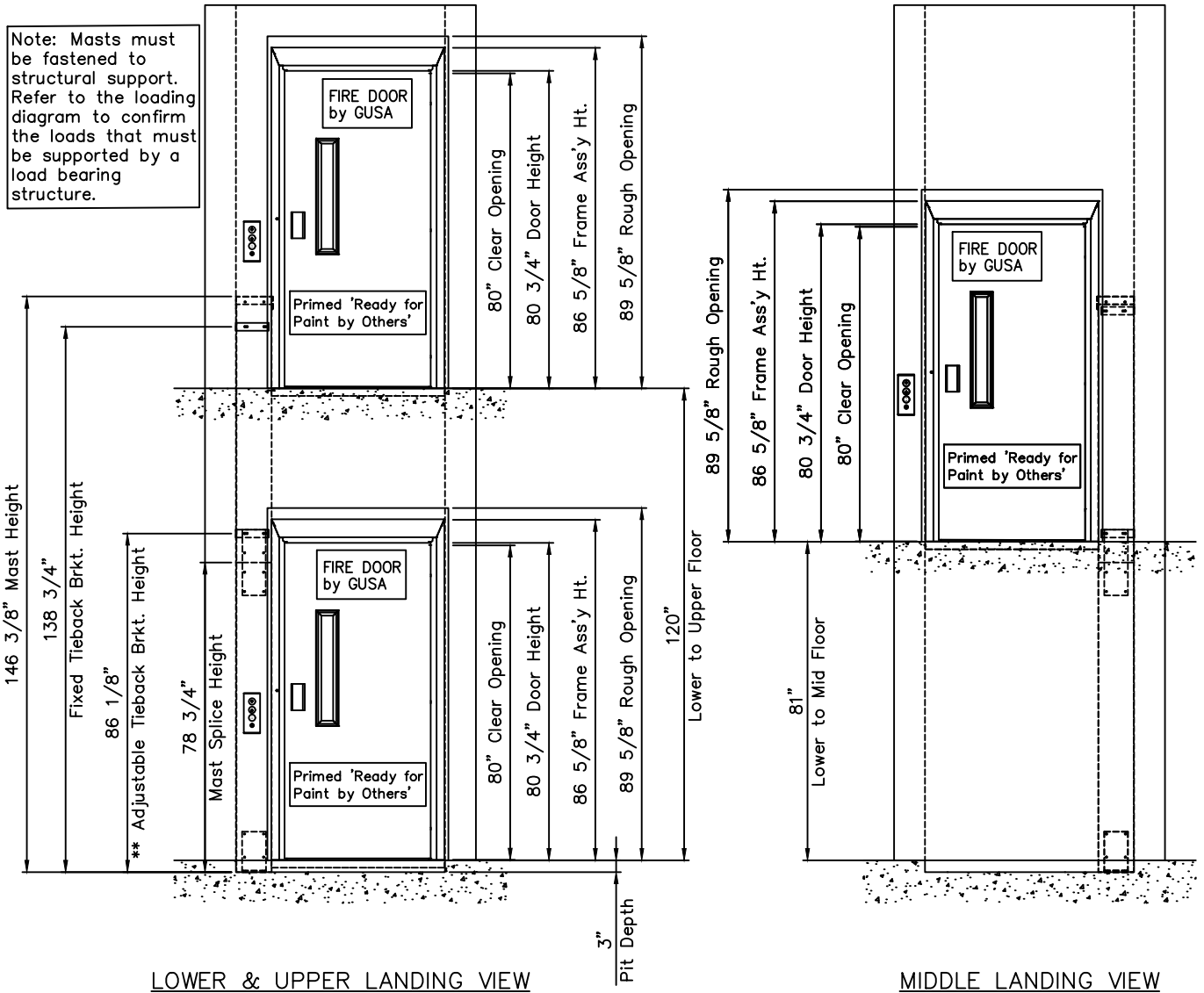
LIFT HEIGHT
H1=123"

H1=Floor to Floor + Pit Depth

LIFT HEIGHT
H2=84"

H2=Lower Floor to Mid Floor + Pit Depth

Note: Masts must be fastened to structural support. Refer to the loading diagram to confirm the loads that must be supported by a load bearing structure.



LOWER & UPPER LANDING VIEW

MIDDLE LANDING VIEW

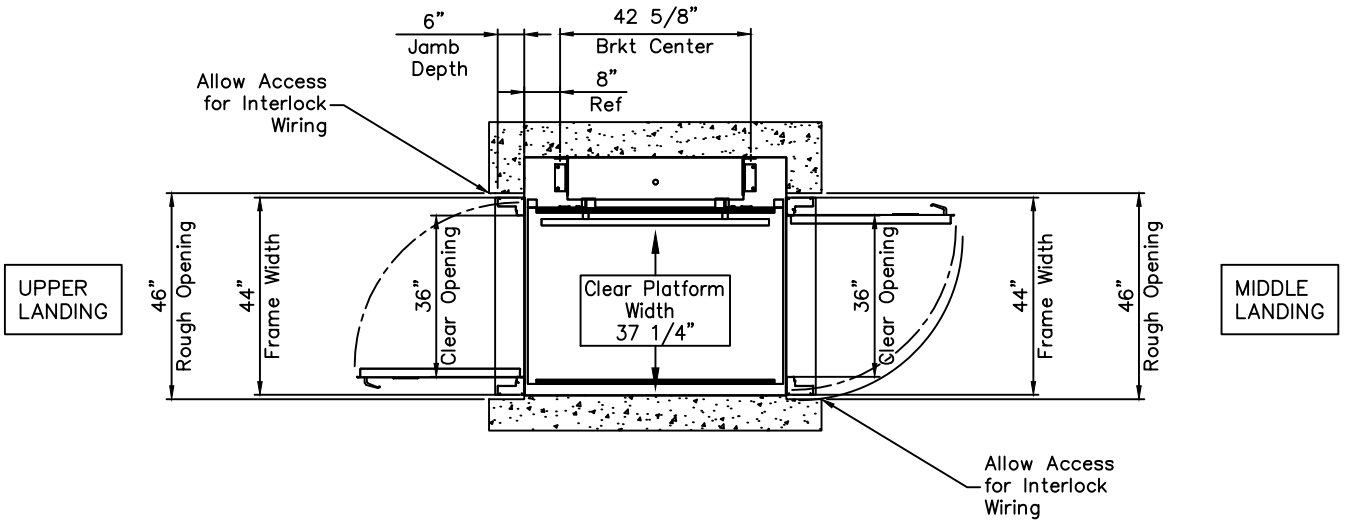
REV.					
D	PARTS QUOTE – PLATFORM SIZE TO FIT 58 1/2"L X 53 1/8"W PIT		02/05/26	MG	
C	FINAL DRAWING		07/08/24	DA	
B	UNIT WAS FLOOR MOUNTED BY OTHERS; LOWER,MID&UPPER SWING WERE 2,4&2;		05/10/22	DA	
A	INITIAL RELEASE	UNITS: INCHES	4/25/22	DA	
REV.	SCALE: 1:40 TOLERANCES: DIMENSIONAL ±1/32 ANGULAR ±0.5°	PROJECTION:	DATE	DRN.BY	CHK.BY

GARAVENTA LIFT

SERIES 3 GENESIS SHAFTWAY APPROVAL
8 ASHTON ST – MULTI FAMILY
8 ASHTON ST
BOSTON MA 02124 PAGE 2 OF 4

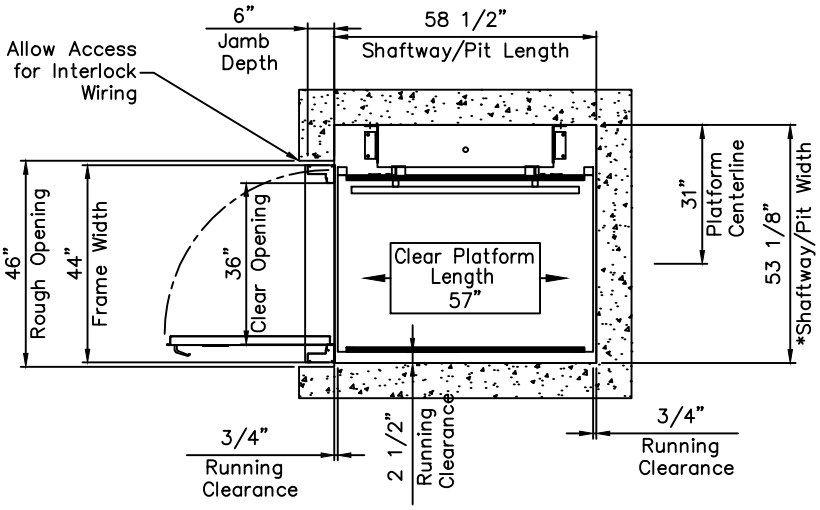
GARAVENTA LIFT (NE)

93976-AD-D



UPPER & MID LANDING PLAN VIEW

DEDICATED CIRCUIT SUPPLIED BY OTHERS:
120 VAC / 1 PHASE – 60 Hz.
Conduit and devices to suit local codes and a recommended 15 amp. dedicated circuit.



LOWER LANDING PLAN VIEW

REV.					
D	PARTS QUOTE – PLATFORM SIZE TO FIT 58 1/2"L X 53 1/8"W PIT		02/05/26	MG	
C	FINAL DRAWING		07/08/24	DA	
B	UNIT WAS FLOOR MOUNTED BY OTHERS; LOWER,MID&UPPER SWING WERE 2,4&2;		05/10/22	DA	
A	INITIAL RELEASE	UNITS: INCHES	4/25/22	DA	
	SCALE: 1:40 TOLERANCES: DIMENSIONAL ±1/32 ANGULAR ±0.5°	PROJECTION:	DATE	DRN.BY	CHK.BY

GARAVENTA LIFT

SERIES 3 GENESIS SHAFTWAY APPROVAL
8 ASHTON ST – MULTI FAMILY
8 ASHTON ST
BOSTON MA 02124 PAGE 3 OF 4
GARAVENTA LIFT (NE)

93976-AD-D

SYM.	DESCRIPTION	VALUE (MAX.)
F1 = 1000 lb or 4448 N	PAYLOAD (MAX.)	3335 N [750 lb]
	CAR (PLATFORM) WEIGHT	1110 N [250 lb]
F2	MAST WEIGHT	2002 N [450 lb]
F3	FLOOR REACTION	3225 N [725 lb]
F4	FLOOR REACTION	3225 N [725 lb]
F5-1	TIEBACK REACTION #1	934 N [210 lb]
F5-2	TIEBACK REACTION #2	934 N [210 lb]

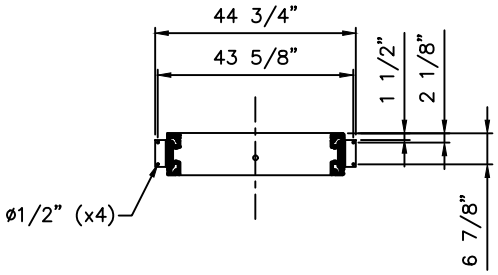
L1	L2	L3	PLATFORM SIZE
764 [30.08"]	61 [2.40"]	122 [4.88"]	CUSTOM

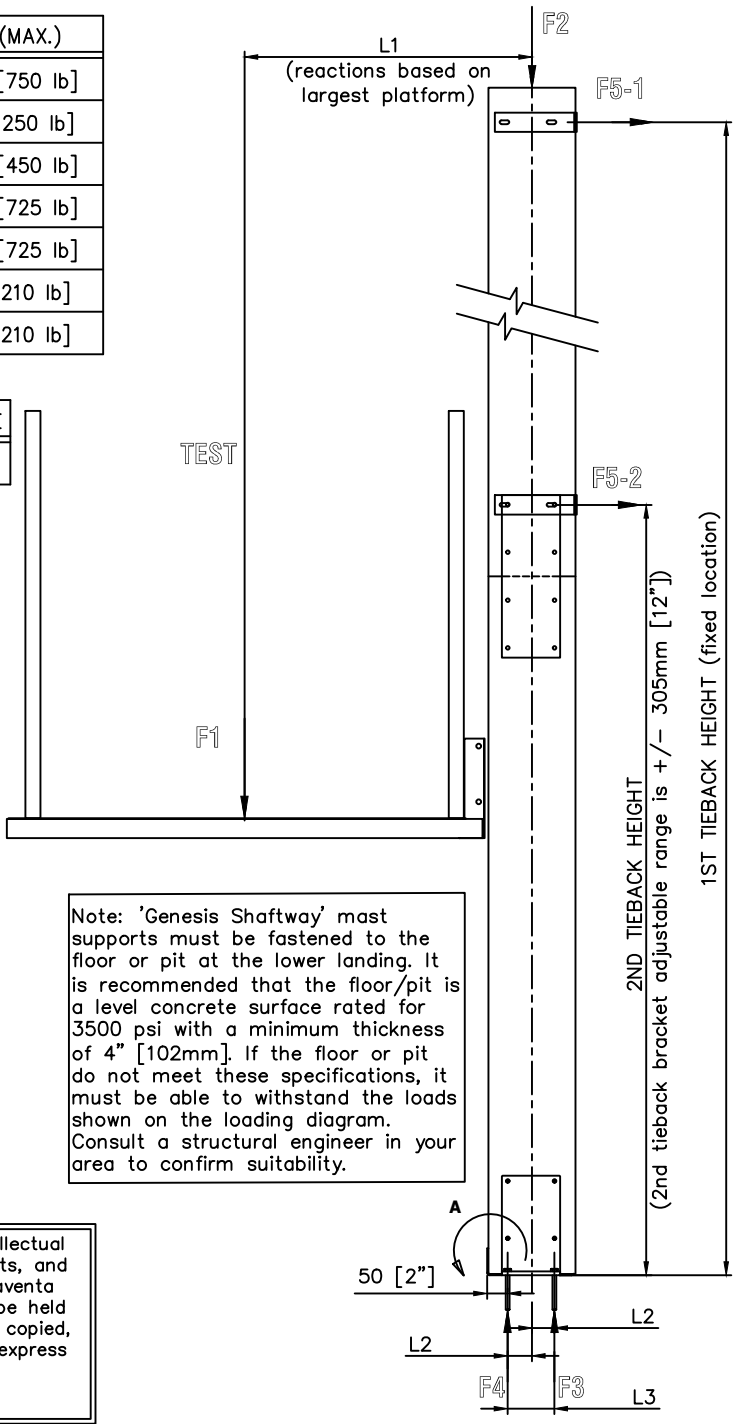
MODEL	MAST HEIGHT	TIEBACK HEIGHT
120"	3718 [146.38"]	3625 [143.0"]
		2187 [86.0"]

SPECIAL NOTE:

These are reaction forces generated by the lift. Adhere to local building codes, regulations, and safety factors for supporting structures. Consult a structural engineer or architect in your jurisdiction.

BASE MOUNTING DETAILS





Note: 'Genesis Shaftway' mast supports must be fastened to the floor or pit at the lower landing. It is recommended that the floor/pit is a level concrete surface rated for 3500 psi with a minimum thickness of 4" [102mm]. If the floor or pit do not meet these specifications, it must be able to withstand the loads shown on the loading diagram. Consult a structural engineer in your area to confirm suitability.

The information contained in this drawing constitutes the Intellectual Property, including, but not limited to, knowledge, trade secrets, and proprietary information which is the exclusive property of Garaventa Accessibility. All information contained in this drawing is to be held in the strictest confidence by the recipient, and is not to be copied, disclosed to, or transmitted to any third parties without the express written authorization of Garaventa Accessibility.

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DETAIL 1 – SHAFTWAY MODEL LOADING DIAGRAM

REV.					
D	PARTS QUOTE – PLATFORM SIZE TO FIT 58 1/2"L X 53 1/8"W PIT		02/05/26	MG	
C	FINAL DRAWING		07/08/24	DA	
B	UNIT WAS FLOOR MOUNTED BY OTHERS; LOWER,MID&UPPER SWING WERE 2,4&2;		05/10/22	DA	
A	INITIAL RELEASE	UNITS: INCHES	4/25/22	DA	
REV.	SCALE: 1:40	TOLERANCES: DIMENSIONAL ±1/32 ANGULAR ±0.5°	PROJECTION:	DATE	DRN.BY	CHK.BY

GARAVENTA LIFT

SERIES 3 GENESIS SHAFTWAY APPROVAL
8 ASHTON ST – MULTI FAMILY
8 ASHTON ST
BOSTON MA 02124 PAGE 4 OF 4
GARAVENTA LIFT (NE)

93976-AD-D

Machado, Victor (DPL)

From: Machado, Victor (DPL)
Sent: Wednesday, January 21, 2026 9:01 AM
Cc: Machado, Victor (DPL)
Subject: C25-028 Condos, 8 Ashton Street, Boston
Attachments: C25-028 Hearing.pdf

Hello,

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

Case Number & Location Address:
C25-028 Condos, 8 Ashton Street, Boston

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
P: (617) 727-0660

1 Federal Street, 6th Floor, Boston, MA 02118
www.mass.gov/aab

C25-028 Condos, 8 Ashton Street, Boston

Machado, Victor (DPL)
To
Cc Machado, Victor (DPL)
Bcc 'solmon@Shantiboston.com'; 'Rey Vanderpool'; 'ada@boston.gov'; 'wireland83@gmail.com'; 'disability@boston.gov'; 'Michael Muehe'; david.johnson; 'Brigid.kenny@boston.gov'

Reply | Reply All | Forward

Wed 1/21/2026 9:01 AM

C25-028 Hearing.pdf
524 KB

Hello,

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

Case Number & Location Address:
C25-028 Condos, 8 Ashton Street, Boston

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
P: (617) 727-0660

1 Federal Street, 6th Floor, Boston, MA 02118
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: Solmon Chowdhury
2225 Washington Street
Unit 2
Roxbury, MA 02119

Docket Number **C 25 028**

RE: Condos
8 Ashton Street
Boston

DATE: 1/21/2026

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

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 02110

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

SARAH R. WILKINSON
COMMISSIONER, DIVISION OF OCCUPATIONAL LICENSURE

COMPLAINT HEARING NOTICE

C 25 - 028

RE: Condos , 8 Ashton Street, Boston

You are hereby notified that an informal adjudicatory hearing before the Architectural Access Board has been scheduled for you to appear on Monday, **June 15, 2026** at **1:00 PM**

See the please note section for information on attending the remote meeting.

This hearing is upon a complaint filed by Staff Complaint relative to Sections 2.6 and 28.1
A copy of the complaint is available for public inspection during regular business hours.

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 or mobile #617-894-1254 to request an electronic link to the meeting or to request a continuance.**

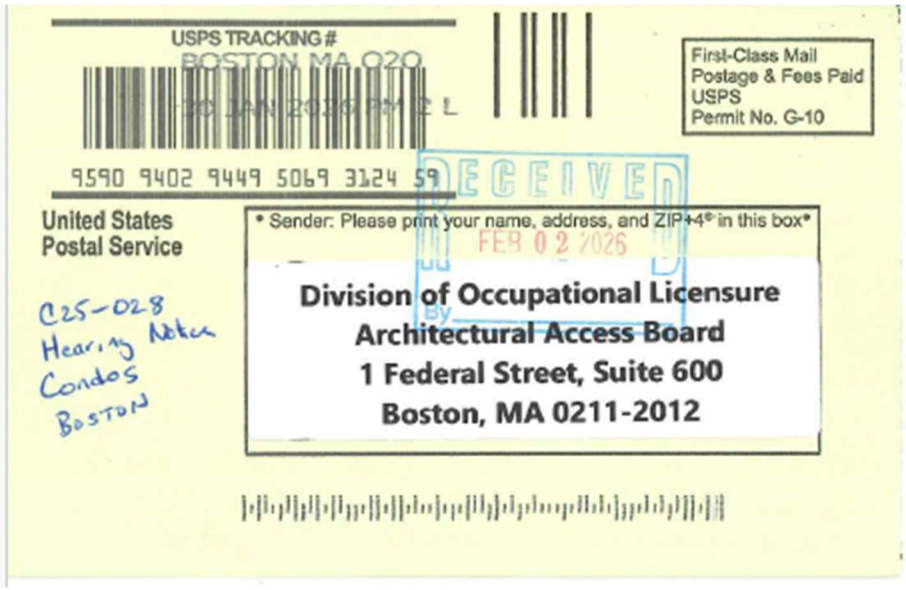
Date: January 21, 2026

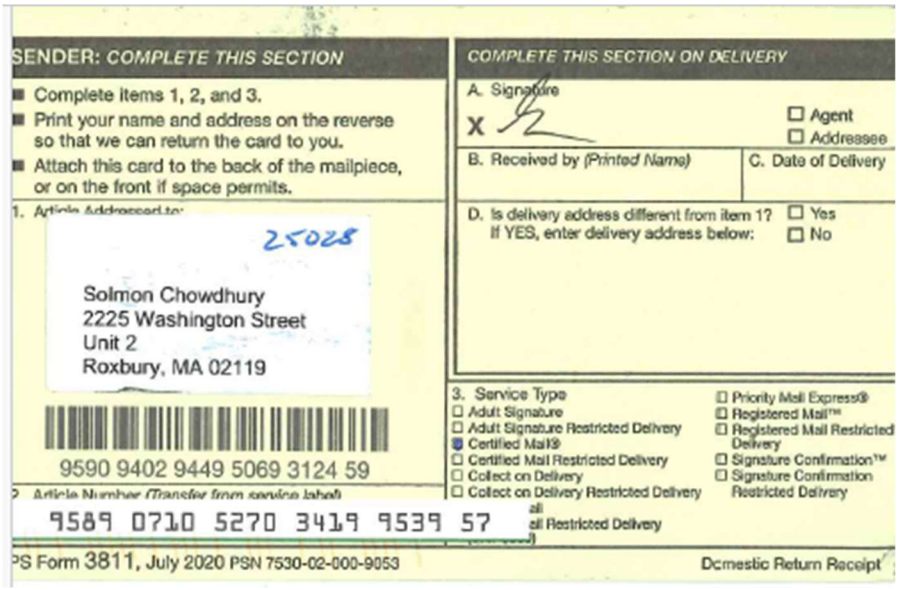
ARCHITECTURAL ACCESS BOARD

Dawn Guarriello

Chairperson

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


USPS TRACKING #
BOSTON MA 020
9590 9402 9449 5069 3124 59
First-Class Mail
Postage & Fees Paid
USPS
Permit No. G-10
RECEIVED
FEB 02 2026
By
United States
Postal Service
* Sender: Please print your name, address, and ZIP+4® in this box*
C25-028
Hearing Notice
Condos
Boston
Division of Occupational Licensure
Architectural Access Board
1 Federal Street, Suite 600
Boston, MA 0211-2012


SENDER: COMPLETE THIS SECTION
Complete items 1, 2, and 3.
Print your name and address on the reverse so that we can return the card to you.
Attach this card to the back of the mailpiece, or on the front if space permits.
1. Article Addressed to:
25028
Solmon Chowdhury
2225 Washington Street
Unit 2
Roxbury, MA 02119
9590 9402 9449 5069 3124 59
9589 0710 5270 3419 9539 57
COMPLETE THIS SECTION ON DELIVERY
A. Signature
X
Agent
Addressee
B. Received by (Printed Name)
C. Date of Delivery
D. Is delivery address different from item 1? Yes
If YES, enter delivery address below: No
3. Service Type
Adult Signature
Adult Signature Restricted Delivery
Certified Mail®
Certified Mail Restricted Delivery
Collect on Delivery
Collect on Delivery Restricted Delivery
Priority Mail Express®
Registered Mail™
Registered Mail Restricted Delivery
Signature Confirmation™
Signature Confirmation Restricted Delivery
PS Form 3811, July 2020 PSN 7530-02-000-9053
Domestic Return Receipt

Machado, Victor (DPL)

From: Rey Vanderpool <le.rey.arlen@gmail.com>
Sent: Friday, January 9, 2026 12:22 PM
To: Machado, Victor (DPL)
Subject: Re: C25-028 Condos, 8 Ashton Street, Boston

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 Mr Machado-

I am following up on the progress with the 8 Ashton St LULA installation.

Last week, SBM Contracting came out to prepare the electrical wiring for the LULA. Shanti Acquisitions has not provided any further information on next steps or documentation confirming the work requested by Garravemta, the installer, despite written and verbal request.

Regards,
Rey Vanderpool

On Wed, Nov 19, 2025, 10:31 AM Machado, Victor (DPL) <Victor.Machado@mass.gov> wrote:

> Hello,
>
> Attached is the copy of the **Second Notice** mailed out by the **Architectural Access Board** regarding accessibility concerns at:
>
> Case Number:
>
> **C25 C25-028**
>
> Location Address:
>
> **Condos, 8 Ashton Street, Boston**
>
> 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

P: (617) 727-0660

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

www.mass.gov/aab

Outlook

C25-028 Condos, 8 Ashton Street, Boston

From Machado, Victor (DPL) <Victor.Machado@mass.gov>
Date Wed 11/19/2025 10:30 AM
Cc Machado, Victor (DPL) <Victor.Machado@mass.gov>
Bcc le.rey.arlen@gmail.com <le.rey.arlen@gmail.com>; ada@boston.gov <ada@boston.gov>; wireland83@gmail.com <wireland83@gmail.com>; disability@boston.gov <disability@boston.gov>; Michael Muehe <mmuehe@bostoncil.org>; david.johnson <david.johnson@boston.gov>; Brigid.kenny@boston.gov <Brigid.kenny@boston.gov>

1 attachment (139 KB)
C25-028 Second Notice.pdf;

Hello,

Attached is the copy of the **Second Notice** mailed out by the **Architectural Access Board** regarding accessibility concerns at:

Case Number:
C25 C25-028

Location Address:
Condos, 8 Ashton Street, Boston

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
P: (617) 727-0660

1 Federal Street, 6th Floor, Boston, MA 02118
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: Solmon Chowdhury
2225 Washington Street
Unit 2
Roxbury, MA 02119

Docket Number **C 25 028**

RE: Condos
8 Ashton Street
Boston

DATE: 11/19/2025

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

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 02110

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

SARAH R. WILKINSON
COMMISSIONER, DIVISION OF OCCUPATIONAL LICENSURE

November 19, 2025

Solmon Chowdhury
2225 Washington Street
Unit 2
Roxbury, MA 02119

RE: Condos
8 Ashton Street
Boston

Docket Number **C25 028**

Dear Sir/Madam

On July 28, 2025 ,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,

Victor Machado
Compliance Officer

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

COPY

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

1 Federal St., Suite 600
Boston, Massachusetts 02110

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

SARAH R. WILKINSON
COMMISSIONER, DIVISION OF OCCUPATIONAL LICENSURE

July 28, 2025

Solmon Chowdhury
2225 Washington Street
Unit 2
Roxbury, MA 02119

Docket Number **C 25 028**

RE: Condos 8 Ashton Street , Boston

Dear Sir/Madam

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:
2.6	Maintenance of Access Features: At all times, accessibility features must be maintained and fully operational. (i.e. access aisles kept clear at all times, mechanical devices be kept in operating condition, etc).
28.1	In all multi-story buildings and facilities, each level shall be served by a passenger elevator.

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
Chairperson

	Commonwealth of Massachusetts **Division of Occupational Licensure** **Office of Public Safety and Inspections** **Architectural Access Board** 1 Federal St., Suite 600 • Boston • MA • 02110 V: 617-727-0660 • www.mass.gov/aab	Docket Number C25-028 (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:

Victor Machado
Architectural Access Board
1 Federal Street, Suite 600
Boston, MA 02110
Email: Victor.Machado@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) *(Date)*

Communications Preference

Please Select one:

☐ I want to receive all further documents regarding this case electronically at the following **email address**:

_____

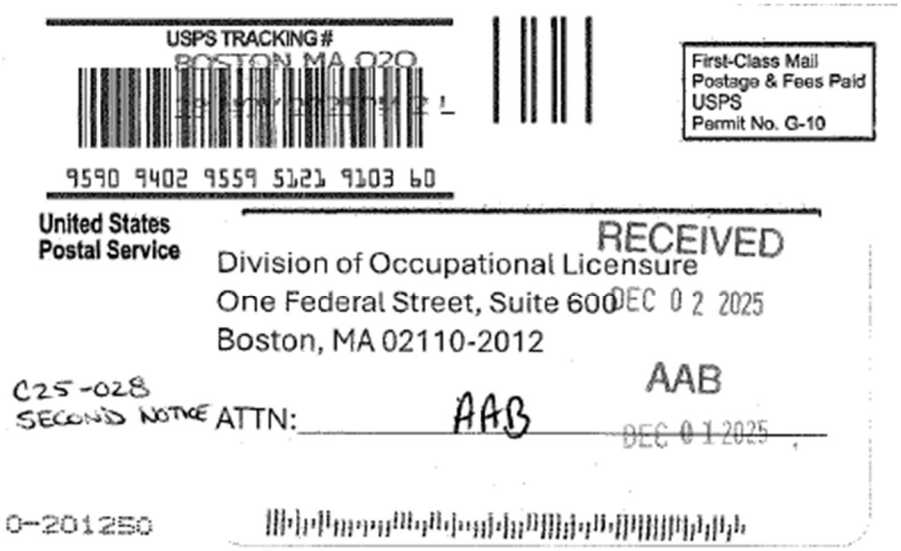
☐ I want to receive all further documents regarding this case via certified mail at the following **mailing address**:

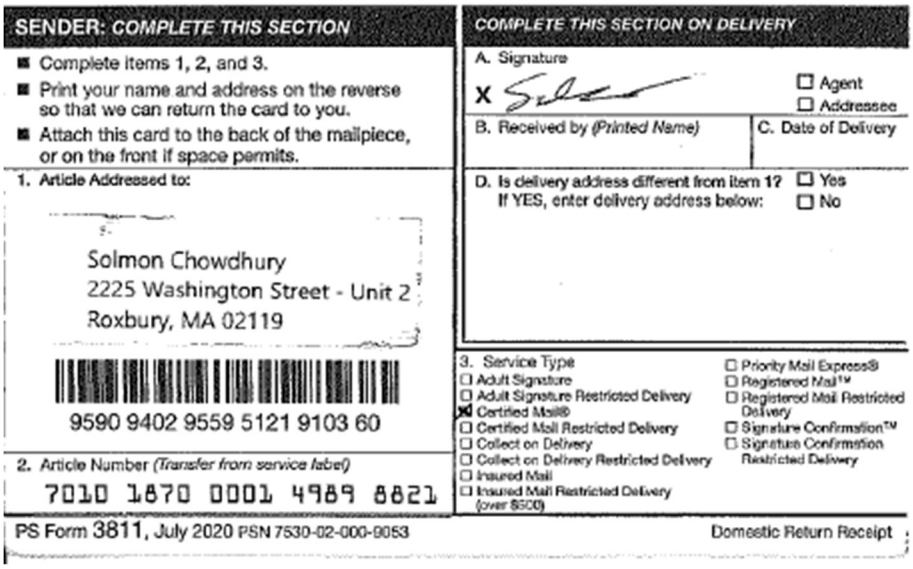
_____

_____

_____

_____


USPS TRACKING #
9590 9402 9559 5121 9103 60
First-Class Mail
Postage & Fees Paid
USPS
Permit No. G-10
United States
Postal Service
RECEIVED
Division of Occupational Licensure
One Federal Street, Suite 600
DEC 02 2025
Boston, MA 02110-2012
C25-028
SECOND NOTICE
ATTN: AAB
AAB
DEC 01 2025
0-201250


SENDER: COMPLETE THIS SECTION
Complete items 1, 2, and 3.
Print your name and address on the reverse so that we can return the card to you.
Attach this card to the back of the mailpiece, or on the front if space permits.
1. Article Addressed to:
Solmon Chowdhury
2225 Washington Street - Unit 2
Roxbury, MA 02119
9590 9402 9559 5121 9103 60
2. Article Number (Transfer from service label)
7010 1870 0001 4989 8821
COMPLETE THIS SECTION ON DELIVERY
A. Signature
X
Agent
Addressee
B. Received by (Printed Name)
C. Date of Delivery
D. Is delivery address different from item 1? Yes
If YES, enter delivery address below: No
3. Service Type
Adult Signature
Adult Signature Restricted Delivery
Certified Mail®
Certified Mail Restricted Delivery
Collect on Delivery
Collect on Delivery Restricted Delivery
Insured Mail
Insured Mail Restricted Delivery (over $500)
Priority Mail Express®
Registered Mail™
Registered Mail Restricted Delivery
Signature Confirmation™
Signature Confirmation Restricted Delivery
PS Form 3811, July 2020 PSN 7530-02-000-9053
Domestic Return Receipt

Outlook

Condos, 8 Ashton Street, Boston (C25-028) - First Notice

From Benitez, Arelyn (DPL) <Arelyn.Benitez@mass.gov>

Date Mon 7/28/2025 2:40 PM

Bcc ada@boston.gov <ada@boston.gov>; wireland83@gmail.com <wireland83@gmail.com>; disability@boston.gov <disability@boston.gov>; Michael Muehe <Mmuehe@bostoncil.org>; david.johnson <david.johnson@boston.gov>; Brigid.kenny@boston.gov <Brigid.kenny@boston.gov>; le.rey.arlen@gmail.com <le.rey.arlen@gmail.com>

1 attachment (105 KB)

C25-028 First Notice.pdf;

Good afternoon,

Attached is the First Notice for complaint # C25-028. This email is intended to keep all interested parties informed.

Regards,

Arelyn Benitez
Compliance Officer I
She/Her
Architectural Access Board
Office of Public Safety and Inspections
Division of Occupational Licensure
One Federal Street, Suite 600
Boston, MA 02118
(617) 727-0660
[www.mass.gov/aab]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
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: Solmon Chowdhury
2225 Washington Street
Unit 2
Roxbury, MA 02119

Docket Number **C 25 028**

RE: Condos
8 Ashton Street
Boston

DATE: 07/28/2025

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

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
1 Federal St., Suite 600
Boston, Massachusetts 02110

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

SARAH R. WILKINSON
COMMISSIONER, DIVISION OF
OCCUPATIONAL LICENSURE

July 28, 2025

Solmon Chowdhury
2225 Washington Street
Unit 2
Roxbury, MA 02119

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

Sincerely,
Dawn Guarriello
Chairperson

	Commonwealth of Massachusetts **Division of Occupational Licensure** **Office of Public Safety and Inspections** **Architectural Access Board** 1 Federal St., Suite 600 • Boston • MA • 02110 V: 617-727-0660 • www.mass.gov/aab	Docket Number (Office Use Only)

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Arelyn Benitez
Architectural Access Board
1 Federal Street, Suite 600
Boston, MA 02110
Email: Arelyn.Benitez@mass.gov

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☐ 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**:

_____

_____

_____

_____

USPS TRACKING #

9590 9402 9147 4225 7435 52

First-Class Mail
Postage & Fees Paid
USPS
Permit No. G-10

C25-028

United States
Postal Service

Division of Occupational Licensure
One Federal Street, Suite 600
Boston, MA 02110-2012

AUG 04 2025
RECEIVED
AUG 05 2025
AAB

ATTN: AAB

Condos
Boston
1st
NOV

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Solmon Chowdhury
2225 Washington Street, Unit 2
Roxbury, MA 02119

9590 9402 9147 4225 7435 52

2. Article Number *(Transfer from service label)*
9589 0710 5270 2411 7167 44

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X
☐ Agent
☐ Addressee

B. Received by *(Printed Name)*
C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☒ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Insured Mail
- ☐ Insured Mail Restricted Delivery (over $500)
- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

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

	Commonwealth of Massachusetts **Division of Occupational Licensure** **Office of Public Safety and Inspections** **Architectural Access Board** 1 Federal St., Suite 0600 • Boston • MA • 02110-2012 V: 617-727-0660 • www.mass.gov/aab	Docket Number _____ (Office Use Only)

GENERAL BUILDING COMPLAINT FORM

PLEASE BE ADVISED THAT THIS FORM IS A MATTER OF PUBLIC RECORD AND WILL BE DISCLOSED UPON REQUEST.

1. What is the name and address of the building believed to be in violation of the Rules and Regulations of this Board?

   Building Name or Description:
   Condos

   Street Address:
   8 Ashton Street

   City/Town:
   Boston

2. Does it appear that the building was recently constructed or renovated? _____

3. What date were you most recently at the building? _____

4. How many floors? _____

5. Please describe the violation(s) as clearly as possible. Include information on the nature of the violation, the location of the violation within the building or site, and any other information you feel might be relevant. **The Board's staff also recommends you include photographs of the violation if possible.** (Please use additional sheets if necessary):

No LULA installed, in violation of the conditions of the August 7th, 2023 decision.

6. Name and address of person/organization filing this complaint (if organization is filing, please provide the Board with the name of a contact person) (**required)**:

Name: Architecural Access Board

Mailing Address:

1 Federal Street

Suite 600

Boston, MA 02110

E-mail: _____

Telephone: _____

7. Would you like to receive communication from the Board electronically or via US Mail?
Email: (●) Regular Mail: ( )

8. Individual Signature **(required):** _____

Date: 07/25/2025

OPTIONAL INFORMATION

The following information is optional, and your complaint will be processed regardless of whether the information is provided. **However, you should be aware that the less information that is provided, the longer it will take this office to process your complaint.**

a. Name and address of the building owner or manager:

Name: _____

Mailing Address:

_____

_____

_____

b. The Board only considers complaints with respect to buildings which are:
1.) constructed by the state, city or town, and construction, reconstruction, alteration or remodeling occurred after December of 1968; or
2.) privately financed buildings that are open to or used by the public and construction, reconstruction, alteration or remodeling occurred after June 10, 1975.

c. Do you have reason to believe the element(s) subject to this complaint have been recently renovated?

Yes: ◯ No: ◯

If you answered yes, please indicate the date and extent of the work below, and if possible attach a copy of the associated building permit to this complaint.

_____

_____

_____

_____

Continued on Next Page

2.) Do you have reason to believe that in any continuous 3-year period the spending on construction, reconstruction, alteration, or remodeling was more than:

$100,000 No

30% of the building's assessed value No

If you answered yes, please indicate the date and extent of the work below, and if possible attach a copy of the associated building permit to this complaint.

_____

_____

_____

_____

Assessed value of the building only (do not include the value of the land):

_____

If possible, please attach a copy of the property card to your complaint.

Business Entity Summary

ID Number: 001234623 Request certificate New search

Summary for: SHANTI ACQUISITION LLC.

The exact name of the Domestic Limited Liability Company (LLC): SHANTI ACQUISITION LLC.

Entity type: Domestic Limited Liability Company (LLC)

Identification Number: 001234623

Date of Organization in Massachusetts: 08-04-2016 **Date of Revival:**

Last date certain:

The location or address where the records are maintained (A PO box is not a valid location or address):

Address: 2225 WASHINGTON STREET #2

City or town, State, Zip code, Country: ROXBURY, MA 02119 USA

The name and address of the Resident Agent:

Name: SOLMON CHOWDHURY

Address: 51 HUTCHINGS STREET #2

City or town, State, Zip code, Country: DORCHESTER, MA 02121 USA

The name and business address of each Manager:

Title	Individual name	Address
MANAGER	SOLMON CHOWDHURY	51 HUTCHINGS STREET #2 DORCHESTER, MA 02121 USA

In addition to the manager(s), the name and business address of the person(s) authorized to execute documents to be filed with the Corporations Division:

Title	Individual name	Address
SOC SIGNATORY	SOLMON CHOWDHURY	51 HUTCHINGS STREET#2 DORCHESTER, MA 02121 USA

The name and business address of the person(s) authorized to execute, acknowledge, deliver, and record any recordable instrument purporting to affect an interest in real property:

Title	Individual name	Address
REAL PROPERTY	SOLMON CHOWDHURY	51 HUTCHINGS STREET #2 DORCHESTER, MA 02121 USA

☐ **Consent** ☐ **Confidential Data** ☐ **Merger Allowed** ☐ **Manufacturing**

View filings for this business entity:

ALL FILINGS
Annual Report
Annual Report - Professional
Articles of Entity Conversion
Certificate of Amendment
Certificate of Cancellation

View filings

Comments or notes associated with this business entity:

New search

Outlook

Fw: AAB concern with 8 Ashton St LULA permit

From Griffin, Molly (DPL) <Molly.Griffin@mass.gov>
Date Wed 6/18/2025 11:11 AM
To Benitez, Arelyn (DPL) <Arelyn.Benitez@mass.gov>

3 attachments (10 MB)
20250207_lobby.jpg; 20250207_basement garage.jpg; 20250207_1st floor.jpg;

From: Rey Vanderpool <le.rey.arlen@gmail.com>
Sent: Friday, February 7, 2025 4:23 PM
To: Griffin, Molly (DPL) <Molly.Griffin@mass.gov>
Subject: Re: AAB concern with 8 Ashton St LULA permit

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.

Apologies- I meant to attach photographs of the areas where the LULA would be located - basement garage, lobby, and first floor (where there are 2 ADU units, of which I own one of them).

Regards,
Rey Vanderpool

On Fri, Feb 7, 2025 at 3:36 PM Rey Vanderpool <le.rey.arlen@gmail.com> wrote:

> Hi Molly-
> We spoke briefly on the phone today about the dilemma the owners of 8 Ashton St Condominium are experiencing with our developer Solomon Chowdhury/Shanti Acquisitions LLC and their failure to comply with installation of a LULA elevator, per 521 CMR 28.1. The Long Form/Alteration Permit #A1308614 is still open with the Inspectional Services Department.
>
> I have included several documents for your review that all cite LULA for this location:
>
> - Building plans
> - Master Deed for 8 Ashton Condominium
> - Purchase and Sales Agreement for Unit 2
> - Copy of the AAB Board Decision from Aug 7, 2023 with regards to 521 CMR 28.1 and installation of LULA at 8 Ashton St
> - Change of License Building, naming Solomon Chowdhury/ Shanti Acquisitions LLC responsible for construction at 8 Ashton St

Any additional guidance on how to proceed is appreciated.

Regards,
Rey Vanderpool



First Floor



Basement Garage



Lobby

Outlook

Fw: AAB concern with 8 Ashton St LULA permit

From Griffin, Molly (DPL) <Molly.Griffin@mass.gov>
Date Wed 6/18/2025 11:10 AM
To Benitez, Arelyn (DPL) <Arelyn.Benitez@mass.gov>

5 attachments (5 MB)

Building Plans.pdf; Master Deed.pdf; PSales-_8_Ashton_Street_Unit_2.pdf; AABoard Decision 8.7.2023.pdf; Change of licensed builder.pdf;

From: Rey Vanderpool <le.rey.arlen@gmail.com>
Sent: Friday, February 7, 2025 3:36 PM
To: Griffin, Molly (DPL) <Molly.Griffin@mass.gov>
Subject: AAB concern with 8 Ashton St LULA permit

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.

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- Change of License Building, naming Solomon Chowdhury/ Shanti Acquisitions LLC responsible for construction at 8 Ashton St

Any additional guidance on how to proceed is appreciated.

Regards,
Rey Vanderpool

COMMONWEALTH OF MASSACHUSETTS

SUFFOLK, ss.

ARCHITECTURAL ACCESS BOARD
Docket No. V21-054

In re	)
	)
6 Unit Residential	)
8 Ashton Street	)
Boston	)
	)

BOARD DECISION

Procedural History

This matter is before the Architectural Access Board ("AAB" or "Board") based on an Application for Variance received on or about March 31, 2021, pursuant to 521 CMR 4.00, and amendments thereto submitted by Alfonso Sira, AIA, authorized representative for Shanti Acquisition LLC (the "Petitioner"). The Petitioner requests a variance from the requirements of 521 CMR 28.1 (vertical access).

The Board initially addressed the matter on April 26, 2021, at which time it voted to deny the application, finding that the Petitioner had not established impracticability. The written Notice of Action was issued on April 28, 2021. The Petitioner submitted a request for adjudicatory hearing on or about May 3, 2021. The Board granted the request with written notice thereof issued on June 22, 2021. A hearing was held on July 12, 2021, and a decision was issued on July 26, 2021 granting the relief on the on the conditions that: "(1) the first-floor apartments shall be designed as Group 2; (2) the second-floor apartments shall be designed as Group 1. If the [Limited Use, Limited Application Elevator ("LULA")] cannot run from the parking area to the second floor, the Petitioner shall advise the AAB as soon as possible and the Board will review the matter again based on that limitation."

On July 5, 2022, the Board received notice that Owner's representative for this variance request had changed and also received additional documents from Petitioner detailing that the project had been modified and a LULA would no longer be serving the second floor; instead, it was proposed for the LULA to run from the garage to the mid-level lobby and first residential floor only. After subsequent correspondence with Petitioner regarding the project, the Board voted to schedule a second hearing.

A second hearing was held on June 26, 2023, in accordance with G.L. c. 30A, §§ 10 and 11; 801 CMR 1.02 *et seq.*; and 521 CMR 4.00.[1] All interested parties were provided with an opportunity to testify and present evidence to the Board. Alfonso Sira, RA, appeared on the Petitioner's behalf at that time, along with owner Solmon Chowdhury. Michael Muehe, access analyst for the Boston Center for Independent Living, also appeared. The witnesses were sworn in by the Board Chair. The instant decision now memorializes the votes taken at that time.[1]

[1] [1] Pursuant to An Act Making Appropriations for the Fiscal Year 2023 to Provide for Supplementing Certain Existing Appropriations and for Certain Existing Appropriations and for Certain Other Activities and Projects (chapter 2 of the Acts of 2023), the hearing was held online via the Microsoft Teams platform.

Applicable Laws & Regulations

Pursuant to 521 CMR 3.2 [New Construction], "[a]ll new construction of *public buildings/facilities* shall comply fully with 521 CMR."

521 CMR 20.2 addresses the location of accessible routes, directing that, "[w]ithin 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." "At least one *accessible route* shall connect *accessible buildings*, *facilities*, *elements* and *spaces* that are on the same *site*." 521 CMR 20.2.1.

Pursuant to 521 CMR 28.1, "[i]n all multi-*story buildings* and *facilities*, each level including *mezzanines*, shall be served by a passenger elevator. If more than one elevator is provided, each passenger elevator shall comply with 521 CMR 28. *Accessible* elevators shall be on an *accessible route* and located within the *space* with which it is intended to serve."

Exhibits

The following documentation was entered into evidence:

Exhibit 1: Board Packet AAB 1-146, including the Application for Variance, including all correspondence, photographs, and plans submitted.

Factual Findings

The following findings of fact and conclusions of law are supported by substantial evidence, based on the credited testimony of the witnesses, documents admitted into evidence and AAB records. G.L. c. 30A, § 11(2), § 14(7).

1) This is a newly constructed building that will house six residential units distributed through three floors above a partially below-grade parking garage. AAB 67-75.
2) The anticipated construction costs for this project are approximately $1,600,000, while the total cost including financing is approximately $3,000,000. Mr. Chowdhury's testimony.
3) The cost of purchasing and installing a vertical wheelchair lift at this location would be approximately $120,000. Mr. Chowdhury's testimony.
4) The cost of purchasing and installing a LULA at this location would be approximately $160,000 or more. Mr. Chowdhury's testimony.

Discussion

The Board's jurisdiction is established pursuant to 521 CMR 3.2 which states that "[a]ll new construction of *public buildings/facilities* shall comply fully with 521 CMR." Because the project is a new construction, regulations require that it fully comply with the applicable requirements of 521 CMR. The Petitioner concedes the Board's jurisdiction.

However, pursuant to 521 CMR 4.1, an "owner or an owner's representative or tenant who thinks that full compliance with 521 CMR is *impracticable* may apply to the *Board* for a *variance* from 521 CMR." Impracticability is defined to mean either that compliance with 521 CMR "would be technologically unfeasible" or that it would "result in excessive and unreasonable costs without any substantial benefit to persons with disabilities." 521 CMR 5.00.

The project is a new six-unit multi-family building in Dorchester with three floors over a partially below-grade parking garage. The Petitioner seeks a variance from the requirement to include an

elevator to serve all floors, due to the cost. Petitioner was previously granted a conditional variance to use a LULA at this location, on the condition that the LULA could serve the parking garage, lobby, first and second floors, which are all at different levels. Petitioner never confirmed that these conditions could be met and instead comes before the Board now seeking further relief, in the form of authorizing use of a vertical wheelchair lift instead of an elevator or LULA. In the absence of a variance from the Board, an elevator is required at this location.

During the hearing, Petitioner's representatives stated that since the variance was granted in 2021 (for the LULA, conditioned on it reaching to the second floor), the architect on the project had changed. Petitioner's team represented that they had become confused because a manufacturer had evidently described a certain device to them as a LULA, but they later learned it was actually a vertical wheelchair lift. Petitioner now seeks to install this vertical wheelchair lift to serve three stops – the parking garage, the lobby, and the first floor. Petitioner notes that the lobby is a middle level with mailboxes in between the garage and first floor, with no residences. This building has Group 2 units on the first floor that would be served by the proposed wheelchair lift. Petitioner and Board staff discussed during the hearing that to their knowledge, there is no LULA that could serve the entire travel distance between the parking garage and the second floor.

Petitioner asserts that this project has already cost more than anticipated, and that there have been delays in obtaining materials. Accordingly, Petitioner wishes to avoid the approximately $160,000 cost of the LULA and instead install a vertical wheelchair lift for approximately $120,000. The Board and Petitioner agree that a passenger elevator at this location would be even more expensive than a LULA.

Mr. Muehe of the Boston Center for Independent Living testified in opposition to the use of a wheelchair lift at this property. He stated that there is an increasing need for accessible housing for people with disabilities in Greater Boston, in part due to the city's aging population. He argued that there is a substantial benefit to persons with disabilities in the availability of a LULA rather than a wheelchair lift, because a LULA is easier to operate and has a larger platform that is easier to get on and off.

The Board has now considered the evidence, including the documentary submittals and the testimony of Mr. Sira, Mr. Chowdhury, and Mr. Muehe. The Board finds that the evidence is sufficiently substantial to establish such impracticability as to warrant the use of a LULA rather than a passenger elevator, on the conditions noted in the Order below. The Board specifically declines to authorize use of a wheelchair lift at this location, as the Board finds that a LULA rather than a lift will provide a substantial benefit to persons with disabilities, without excessive cost.

Conclusion and Order

In light of all of the foregoing, the Board votes as follows:

> - to ***GRANT*** the application for relief from 521 CMR 28.1 to permit use of a LULA for access on the ***CONDITIONS*** that: (1) the first-floor apartments shall be designed as Group 2; (2) the second-floor apartments shall be designed as Group 1. The Board specifically declines to permit use of a wheelchair lift at this location.

A true copy attest, dated: August 7, 2023

ARCHITECTURAL ACCESS BOARD
By:

Dawn Guarriello, Chair

Patricia Mendez, Vice Chair

Raymond Glazier, Executive Office of Elder Affairs Designee

Jeffrey Dougan, Massachusetts Office on Disability Designee

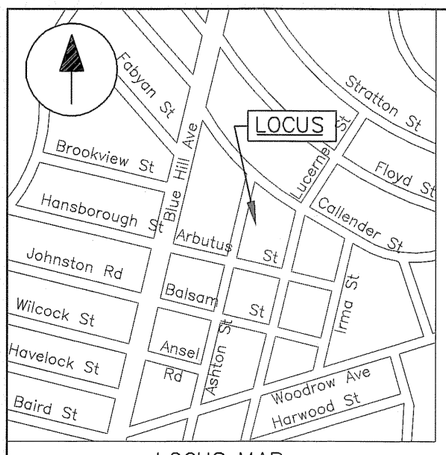
Ana Julian, Member

Elizabeth Myska, Member

David Johnson, Member

A complete administrative record is on file at the office of the Architectural Access Board.

This constitutes an order of the Architectural Access Board. In accordance with G.L. c. 30A, §14 and G.L. c. 22, §13A, any person aggrieved by this decision may appeal to the Superior Court of the Commonwealth of Massachusetts within thirty (30) days of receipt of it.



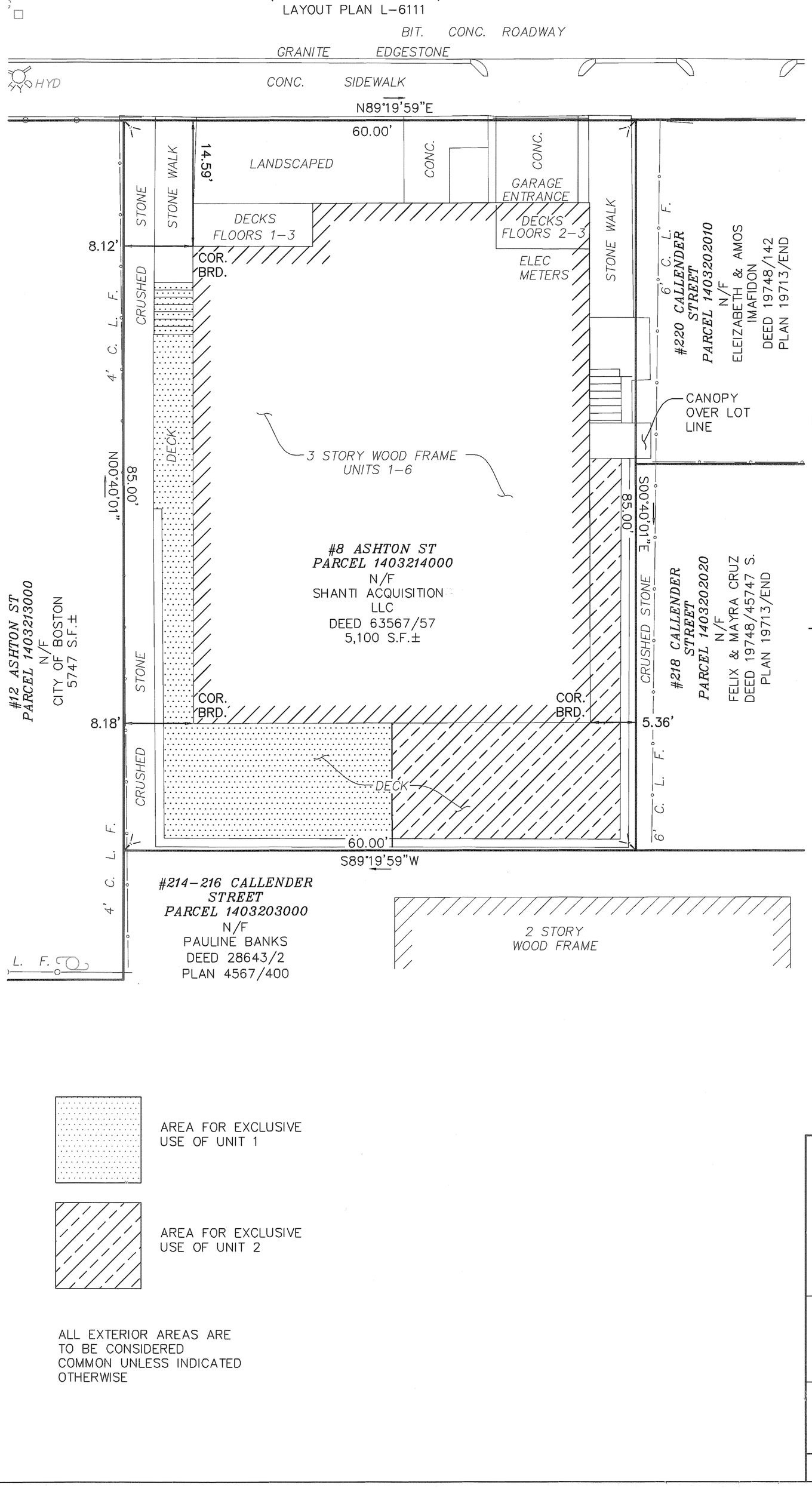
LOCUS MAP
N.T.S

2023 00000310
Bk: 2023 Pg: 310 Page: 1 of 1
Recorded: 08/01/2023 10:44 AM
ATTEST:Stephen J. Murphy, Register
Suffolk County Registry of Deeds

2023
310

RESERVED FOR REGISTRY USE

ASHTON STREET
(40.0 FT. WIDE – PUBLIC)
LAYOUT PLAN L–6111



THIS PLAN FULLY AND ACCURATELY DEPICTS THE LOCATION AND DIMENSIONS OF THE BUILDING, AS BUILT, AND FULLY LISTS THE UNITS CONTAINED THEREIN.

I CERTIFY THAT THE PROPERTY LINES SHOWN ON THIS PLAN ARE THE LINES DIVIDING EXISTING OWNERSHIPS AND THE LINES OF STREETS AND WAYS SHOWN ARE THOSE OF PUBLIC OR PRIVATE STREETS OR WAYS ALREADY ESTABLISHED, AND THAT NO NEW LINES FOR DIVISION OF EXISTING OWNERSHIP OR FOR NEW WAYS ARE SHOWN.

I CERTIFY THAT THIS PLAN HAS BEEN PREPARED IN CONFORMANCE WITH THE RULES AND REGULATIONS OF THE REGISTERS OF DEEDS OF THE COMMONWEALTH OF MASSACHUSETTS.

COMMONWEALTH OF MASSACHUSETTS
PAUL J. TYRELL
No. 40038
PROFESSIONAL LAND SURVEYOR

PAUL J. TYRELL, PLS (#47839)

7-17-23
DATE

0 5 10 20 40
SCALE: 1"=10'

AREA FOR EXCLUSIVE USE OF UNIT 1

AREA FOR EXCLUSIVE USE OF UNIT 2

ALL EXTERIOR AREAS ARE TO BE CONSIDERED COMMON UNLESS INDICATED OTHERWISE

CONDOMINIUM SITE PLAN

FOR THE

8 ASHTON STREET CONDOMINIUM
DORCHESTER, MASSACHUSETTS

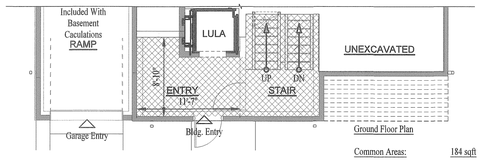
(SUFFOLK COUNTY REGISTRY OF DEEDS)

PREPARED FOR
SHANTI ACQUISITION LLC. C/O SOLMON CHOWDHURY
51 HUTCHINGS STREET
DORCHESTER, MA 02121
617-438-2399

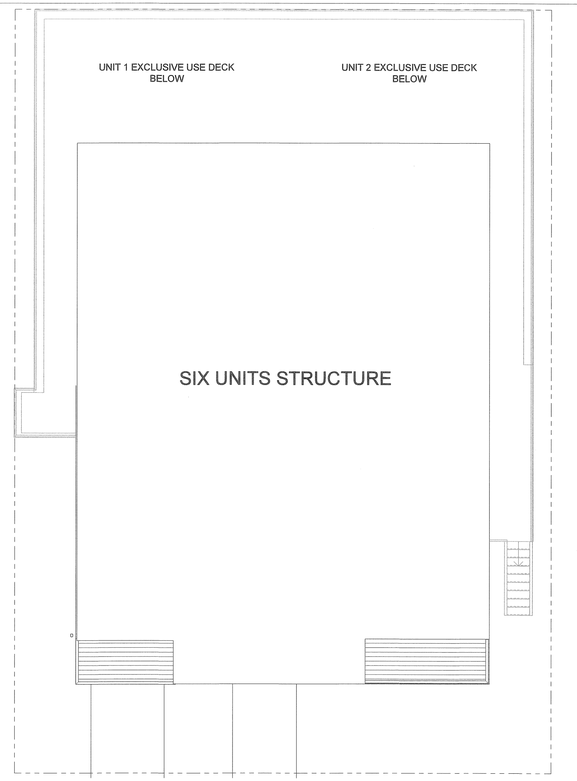
GREATER BOSTON SURVEYING AND ENGINEERING
19 FREDITH ROAD
WEYMOUTH, MA 02189
(781) 331-6128

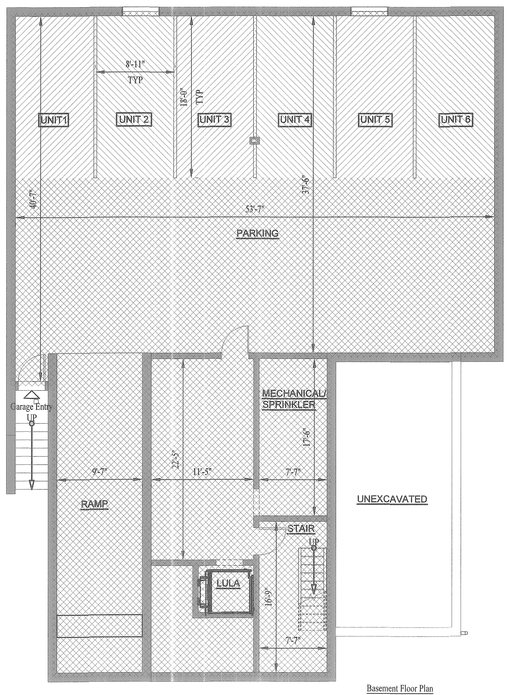
CALC BY: PJT	DATE: JULY 10, 2023	SCALE: 1"=10'

2023-310



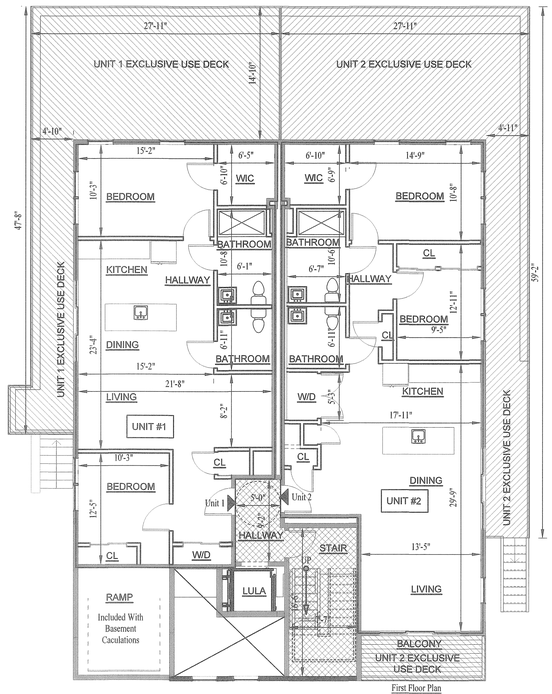
Common Areas: 184 sqft





Basement Floor Plan

Common Areas: 3,222 sqft
(Includes 6 Exclusive Use Parking Spots, 161 sqft each, as noted.)



First Floor Plan

Unit 1 First Floor: 1,010 sqft
(Exclusive Use to 586 sqft Deck Space.)
Unit 2 First Floor: 1,120 sqft
(Exclusive Use to 631sqft Deck & 70 sqft Balcony Space.)
Common Areas: 1,462 sqft
(Includes Exclusive Use to Deck Space)

Second Floor Plan

Unit 3 Second Floor: 1,220 sqft
(Exclusive use to 53 sqft Balcony Space.)
Unit 4 Second Floor: 1,120 sqft
(Exclusive use to 70 sqft Balcony Space.)
Common Areas: 311 sqft
(Includes Exclusive Use to Balcony Space)

Third Floor Plan

Unit 5 Third Floor: 1,225 sqft
(Exclusive use to 53 sqft Balcony Space.)
Unit 6 Third Floor: 1,120 sqft
(Exclusive use to 70 sqft Balcony Space.)
Common Areas: 311 sqft
(Includes Exclusive Use to Balcony Space)

2023
310

FOR REGISTRY USE ONLY

AAB 06/15/26, Page 61

Architects Statement of Verification

I hereby certify that these plans have been prepared in conformity with rules and regulations of the Registry of Deeds of the Commonwealth of Massachusetts.

I hereby verify that this plan shows the Basement, First floor, Second floor, and Third floor of the 8 Ashton Street Condominium and fully and accurately depicts the layout of the units, their location, dimensions, approximate area, main entrance and immediate common areas to which the units have access, as built at 8 Ashton Street, Boston, MA 02124 as of July 18, 2023.

2023-310

REGISTERED ARCHITECT
BETH A. McDOUGAL
No. 7681
BOSTON
MASSACHUSETTS
COMMONWEALTH OF MASSACHUSETTS

Beth A. McDougal
McDougal Architects
MA License # 7681

Note:

Unit areas determined by the exterior surface of interior wall studs, centerline of exterior walls, exterior surface of doors and window glass.

Square footage:

Unit 1 total square feet:	1,010
Unit 2 total square feet:	1,120
Unit 3 total square feet:	1,220
Unit 4 total square feet:	1,120
Unit 5 total square feet:	1,225
Unit 6 total square feet:	1,120
Total square feet:	6,815

Legend

- Common Area
- Common Exclusive use Area
- Unit # — Egress and Entrance
- UP — Direction of travel up.
- DN — Direction of travel down.

MASTER DEED PLAN

8 Ashton Street Condominium
8 Ashton Street, Boston, MA 02124

Scale: 1/8" = 1'-0"

0 4' 8' 16'
Scale: 1/8" = 1'-0"

July 18, 2023

CITY OF BOSTON
Inspectional Services Department

CHANGE OF LICENSED BUILDER

To the Building Commissioner,

You are hereby notified that on and after February 17 20 22.

I will ✓, or will not _____ be in charge and control of work at

8 Ashton St, Boston MA 02124

Building Permit #: ERT 1099862

Mo Imon Chowdhury

Printed Name

Sarah Ashley

Signature

2221 Washington St

Address

Boston, MA

City/Town

857-269-4157

Phone Number

License #: CS-115419 **Expiration Date:** 2/1/25 **Class:** CSL

City: _____ **State:** MA

Approved by Building Inspector: _____

This form is to be submitted when the original licensee leaves or absents himself from work. A change to a new licensed builder must be accompanied by a contract with the owner or authorized representative. NO WORK IS TO BE PERFORMED UNLESS A LICENSED BUILDER IS ACTIVELY IN CHARGE.

Boston Inspectional Services Department
Building and Structures Division

1010 Massachusetts Avenue Boston, MA 02118 Telephone: (617) 635-5300

Michelle Wu
Mayor

Marc A. Joseph
Inspector of Buildings

ERECT PERMIT

To erect, enlarge, alter, sub[illegible]epair, move, demolish or ch[illegible]ancy of building or structure:

Name of Applicant: **Solmon C[illegible]** **10/26/2021**

Name of Owner: **$17,960.00**

Location: **8 ASHTO[illegible]** Value: **$1,700,000.00**

Neighborhood: **Dorchester** Wa[illegible] Occupancy: **Multi**

Application/Permit No.: **ERT10[illegible]** Proposed Occupancy: **R-2 (six family)**

WORK DESCRIPTION: Ere[illegible]) family building with parking[illegible]e. Provide (2) accessible units accessed vi[illegible]hair lift (approved MAAB varia[illegible] eplan --> BOA ARCHITECT[illegible]ED FROM PROJECT, SEE L[illegible]ACHED FOR MORE DETAILS. 12/14/21

Requirements:

1. **Before an[illegible]n commences, this permit m[illegible]t the front of the street address[illegible] and open to [illegible] the completion of work.**
2. **[illegible] before concrete is poured; before foundation work is covered; when rough wiring or plumbing is completed; prior to insulating or closing of walls.**
3. **Final inspections for mechanical and/or electrical shall be done prior to obtaining the final approval by the Building Inspector.**
4. **The holder must call the District Inspector to arrange for all inspections: 617 635-5300.**

Date	Building Inspector	Insp Type	Date	Building Inspector	Insp Type

Date	Electrical Inspector	Insp Type	Date	Electrical Inspector	Insp Type

Date	Mech Inspector	Insp Type	Date	Mech Inspector	Insp Type

Construction work is permitted from Mon - Fri, 7am to 6pm, CBC Ord. 16-26.4

THIS PERMIT MUST BE DISPLAYED IN A CONSPICUOUS PLACE ON THE PREMISES

The Commonwealth of Massachusetts
Department of Industrial Accidents
Office of Investigations
Lafayette City Center
2 Avenue de Lafayette, Boston, MA 02111-1750
www.mass.gov/dia

Workers' Compensation Insurance Affidavit: Builders/Contractors/Electricians/Plumbers

Applicant Information **Please Print Legibly**

Name (Business/Organization/Individual): SBM Construction group LLC

Address: 2221 Washington st

City/State/Zip: Bston MA 02119 Phone #: 617-499-4900

Are you an employer? Check the appropriate box:

1. ☐ I am a employer with _____ employees (full and/or part-time).*
2. ☐ I am a sole proprietor or partnership and have no employees working for me in any capacity. [No workers' comp. insurance required.]
3. ☐ I am a homeowner doing all work myself. [No workers' comp. insurance required.] †
4. ■ I am a general contractor and I have hired the sub-contractors listed on the attached sheet. These sub-contractors have employees and have workers' comp. insurance.‡
5. ☐ We are a corporation and its officers have exercised their right of exemption per MGL c. 152, §1(4), and we have no employees. [No workers' comp. insurance required.]

Type of project (required):

6. ☐ New construction
7. ☐ Remodeling
8. ☐ Demolition
9. ☐ Building addition
10. ☐ Electrical repairs or additions
11. ☐ Plumbing repairs or additions
12. ☐ Roof repairs
13. ☐ Other _____

*Any applicant that checks box #1 must also fill out the section below showing their workers' compensation policy information.
† Homeowners who submit this affidavit indicating they are doing all work and then hire outside contractors must submit a new affidavit indicating such.
‡Contractors that check this box must attached an additional sheet showing the name of the sub-contractors and state whether or not those entities have employees. If the sub-contractors have employees, they must provide their workers' comp. policy number.

I am an employer that is providing workers' compensation insurance for my employees. Below is the policy and job site information.

Insurance Company Name: Charles River Insurance Brokerage, Inc.

Policy # or Self-ins. Lic. #: WCMA000252600 Expiration Date: 10/27/2022

Job Site Address: 8 Ashton St City/State/Zip: Dorchester MA 02124

Attach a copy of the workers' compensation policy declaration page (showing the policy number and expiration date). Failure to secure coverage as required under Section 25A of MGL c. 152 can lead to the imposition of criminal penalties of a fine up to $1,500.00 and/or one-year imprisonment, as well as civil penalties in the form of a STOP WORK ORDER and a fine of up to $250.00 a day against the violator. Be advised that a copy of this statement may be forwarded to the Office of Investigations of the DIA for insurance coverage verification.

I do hereby certify under the pains and penalties of perjury that the information provided above is true and correct.

Signature: _____ Date: 2/14/2022

Phone #: 617-499-4900

Official use only. Do not write in this area, to be completed by city or town official.

City or Town: _____ **Permit/License #** _____

Issuing Authority (check one):
1☐Board of Health 2☐Building Department 3☐City/Town Clerk 4.☐Electrical Inspector 5☐Plumbing Inspector 6.☐Other _____

Contact Person _____ **Phone #:** _____

Information and Instructions

Massachusetts General Laws chapter 152 requires all employers to provide workers' compensation for their employees. Pursuant to this statute, an ***employee*** is defined as "...every person in the service of another under any contract of hire, express or implied, oral or written."

An ***employer*** is defined as "an individual, partnership, association, corporation or other legal entity, or any two or more of the foregoing engaged in a joint enterprise, and including the legal representatives of a deceased employer, or the receiver or trustee of an individual, partnership, association or other legal entity, employing employees. However the owner of a dwelling house having not more than three apartments and who resides therein, or the occupant of the dwelling house of another who employs persons to do maintenance, construction or repair work on such dwelling house or on the grounds or building appurtenant thereto shall not because of such employment be deemed to be an employer."

MGL chapter 152, §25C(6) also states that "**every state or local licensing agency shall withhold the issuance or renewal of a license or permit to operate a business or to construct buildings in the commonwealth for any applicant who has not produced acceptable evidence of compliance with the insurance coverage required.**" Additionally, MGL chapter 152, §25C(7) states "Neither the commonwealth nor any of its political subdivisions shall enter into any contract for the performance of public work until acceptable evidence of compliance with the insurance requirements of this chapter have been presented to the contracting authority."

Applicants

Please fill out the workers' compensation affidavit completely, by checking the boxes that apply to your situation and, if necessary, supply sub-contractor(s) name(s), address(es) and phone number(s) along with their certificate(s) of insurance. Limited Liability Companies (LLC) or Limited Liability Partnerships (LLP) with no employees other than the members or partners, are not required to carry workers' compensation insurance. If an LLC or LLP does have employees, a policy is required. Be advised that this affidavit may be submitted to the Department of Industrial Accidents for confirmation of insurance coverage. **Also be sure to sign and date the affidavit.** The affidavit should be returned to the city or town that the application for the permit or license is being requested, **not** the Department of Industrial Accidents. Should you have any questions regarding the law or if you are required to obtain a workers' compensation policy, please call the Department at the number listed below. Self-insured companies should enter their self-insurance license number on the appropriate line.

City or Town Officials

Please be sure that the affidavit is complete and printed legibly. The Department has provided a space at the bottom of the affidavit for you to fill out in the event the Office of Investigations has to contact you regarding the applicant. Please be sure to fill in the permit/license number which will be used as a reference number. In addition, an applicant that must submit multiple permit/license applications in any given year, need only submit one affidavit indicating current policy information (if necessary) and under "Job Site Address" the applicant should write "all locations in _____(city or town)." A copy of the affidavit that has been officially stamped or marked by the city or town may be provided to the applicant as proof that a valid affidavit is on file for future permits or licenses. A new affidavit must be filled out each year. Where a home owner or citizen is obtaining a license or permit not related to any business or commercial venture (i.e. a dog license or permit to burn leaves etc.) said person is NOT required to complete this affidavit.

The Office of Investigations would like to thank you in advance for your cooperation and should you have any questions, please do not hesitate to give us a call.

The Department's address, telephone and fax number:

The Commonwealth of Massachusetts
Department of Industrial Accidents
Office of Investigations
Lafayette City Center, 2 Avenue de Lafayette
Boston, MA 02111-1750

Tel. (617) 727-4900 or 1-877-MASSAFE
Fax (617) 727-7749
www.mass.gov/dia

AAB 06/15/26, Page 66

Commonwealth of Massachusetts
Division of Professional Licensure
Board of Building Regulations and Standards
Construction Supervisor

CS-115419 Expires: 02/01/2025

SOLMON CHOWDHURY
PO BOX 190887
ROXBURY MA 02119



Commissioner Sheila R. Hemina

AAB 06/15/26, Page 67

Construction Supervisor
Unrestricted - Buildings of any use group which contain less than 35,000 cubic feet (991 cubic meters) of enclosed space.

Failure to possess a current edition of the Massachusetts State Building Code is cause for revocation of this license.
For information about this license
Call (617) 727-3200 or visit www.mass.gov/dpl

THE COMMONWEALTH OF MASSACHUSETTS
Office of Consumer Affairs and Business Regulation
1000 Washington Street - Suite 710
Boston, Massachusetts 02118
Home Improvement Contractor Registration

SHANTI ACQUISITION LLC
PO BOX 190887
ROXBURY, MA 02119-0018

Type: LLC
Registration: 201222
Expiration: 03/16/2023

Update Address and Return Card.

THE COMMONWEALTH OF MASSACHUSETTS
Office of Consumer Affairs & Business Regulation
HOME IMPROVEMENT CONTRACTOR
TYPE: LLC

Registration	Expiration
201222	03/16/2023

SHANTI ACQUISITION LLC

SOLMON CHOWDHURY
51 HUTCHINGS ST
DORCHESTER, MA 02121

Edward A. Palleschi
Undersecretary

Registration valid for individual use only before the expiration date. If found return to:
Office of Consumer Affairs and Business Regulation
1000 Washington Street - Suite 710
Boston, MA 02118

Not valid without signature

CITY of BOSTON
Martin J. Walsh, Mayor

MATTOCKS-HIGGINS AFFIDAVIT OF WORKPLACE SAFETY

I, Solmon Chowdhury, do hereby declare the following to be true and accurate to the best of my knowledge.

I. Occupational Safety and Health Administration (OSHA) ☑ **has not issued** / ☐ **has issued** any notice or violation against my company, as a sole proprietorship, limited partnership, and/or limited liability partnership/corporation, and/or any affiliated business or subsidiary of which I am an owner, manager, officer and/or director in the last five (5) years.

If you selected "**has issued**", please disclose the following information:

Company _____ Date of Violation _____
Address of Violation _____ Total Fines, if any _____
Check if: __ Serious __Willful __Repeat __Failure to Abate
Named violation:

_____

_____

Company _____ Date of Violation _____
Address of Violation _____ Total Fines, if any _____
Check if: __ Serious __Willful __Repeat __Failure to Abate
Named violation:

_____

_____

**Attach additional pages if necessary

If any violations are categorized as Willful or Repeat, affidavit must be accompanied by a copy of the Site Safety Plan for the project seeking permit.

II. Is the company currently on the OSHA Severe Violator Enforcement Program (SVEP) Log?
☐ Yes ☑ No

Companies in the SVEP are not eligible to receive a permit from the City of Boston

III. Company's Experience Modification Rating: _____
Available from the MA Workers Compensation Rating and Inspection Bureau

The Licensed Contractor must disclose any subcontractor's OSHA violation history or SVEP designation to the permit reviewing department.

Signed under penalties of perjury:

2/22/2022	Solmon Chowdhury	SBM Construction group LLC
Date	Name	Company

The Permit Reviewing Authority, or designee, shall have the discretion to issue a stop work order for any open permits and/or deny the issuance of a permit due to failure to disclose any and all OSHA violations or demonstrated history of unsafe, hazardous or dangerous practices.

Published October 18, 2017

HOI

Rating Information

Last Updated: 2/24/2022 1:30 AM

Combo ID : 001202231
FEIN : 813117497
Coverage ID : 1287295

Shanti Acquisition Llc
Po Box 190887
Roxbury, MA 02119

EFF DATE	EXP DATE	FACTOR	ARAP	RATING RESULT	RATING STATUS	STATUS DATE	RATING TYPE
03/01/2022	03/01/2023			DNQ	ISS	03/25/2021	N
03/01/2021	03/01/2022			DNQ	ISS	03/25/2021	N

RATING TYPE KEY
N : Normal
C : Contingent (missing USR data)
P : Preliminary (pending rate revision)
B : Both Preliminary and Contingent

RATING RESULT KEY
DNQ : Did not qualify
MER : Merit Rating
CAL : Experience rating mod or ARAP was calculated
ENT : Entered Manually

RATING STATUS KEY
ISS : Issued
NCC : No Current Coverage

<< Search Results | New Search

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 02/18/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Brenda Eisenlord	
Charles River Insurance Brokerage, Inc. 5 Whittier St. 4th Floor Framingham MA 01701	PHONE (A/C, No, Ext): (508) 656-1400	FAX (A/C, No): (508) 656-1499
	E-MAIL ADDRESS: beisenlord@charlesriverinsurance.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Evanston Insurance Company	35378
INSURED SBM Construction Group LLC Po Box 190887 Boston MA 02119	INSURER B: Pennsylvania Manufacturers' As	12262
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** Cert ID 9477 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR			MKLV1PBC002101	10/26/2021	10/26/2022	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
							MED EXP (Any one person)	$ Excluded
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N			WCMA000252600	10/27/2021	10/27/2022	PER STATUTE OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBEREXCLUDED? (Mandatory in NH)	N/A					E.L. EACH ACCIDENT	$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 500,000
							E.L. DISEASE - POLICY LIMIT	$ 500,000
								$
								$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

City of Boston
1010 Massachusetts Ave
Boston MA 02118

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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McDevitt Law Group, P.C.
62 Derby Street, Suite 2
Hingham, MA 02043
Telephone: 617-282-7550
Fax: 1-617-282-5888
www.McDevittLawGroup.com

CONDOMINIUM PURCHASE AND SALE AGREEMENT

8 Ashton Street Condominium
8 Ashton Street, Boston (Dorchester), MA 02124

DATED: March ___, 2023

1. PARTIES AND MAILING ADDRESSES

Shanti Acquisition LLC, a Massachusetts limited liability company, of 51 Hutchings Street, Unit 2, Boston, MA 02121, hereinafter called the SELLER, agrees to SELL and **Rey Arlen Vanderpool, of 146 Pearl Street, Newton, MA,** hereinafter called the BUYER or PURCHASER, agrees to BUY, upon the terms hereinafter set forth, the following described premises:

8 Ashton Street, Unit 2, Boston (Dorchester), MA 02125

2. DESCRIPTION

Unit No. 2 (the "Unit"), of 8 Ashton Street Condominium (the "Condominium") located at 8 Ashton Street, Dorchester, Suffolk County, Massachusetts 02125, to be created pursuant to Chapter 183A of the Massachusetts General Laws (the "Act") and comprised of at least 1,100 square feet of living space created by Master Deed to be recorded with the Suffolk County Registry of Deeds (the "Master Deed") together with an undivided percentage interest in both the common areas and facilities of the Condominium and the organization of unit owners through which the Condominium is managed and regulated and such other rights and easements appurtenant to the Unit, including the exclusive use of the porch adjacent to the Unit and on the garage parking space to be shown on the plans filed with the Master Deed and as set forth in documents governing the operation of the Condominium, including without limitation, the Master Deed, the By-Laws of the organization of unit owners, and any administrative rules and regulations adopted pursuant thereto (all of which are hereinafter referred to as the "Condominium Documents"). The above-described unit is a portion of the premises conveyed to the seller by Suffolk County Registry of Deeds, in Book 63567, Page 57.

SC 04/04/23 6:52 AM EDT dotloop verified
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3. FIXTURES

Included in the sale as a part of the Unit are the fixtures and appliances as per the MLS listing and as shown, including all existing appliances in new, working condition. The extent to which any of such fixtures belong to the SELLER may be governed in part by provisions contained in the Condominium Documents.

4. TITLE DEED

Said premises are to be conveyed by a good and sufficient quitclaim deed running to the BUYER, or to the nominee designated by the BUYER by written notice to the SELLER at least seven (7) days before the deed is to be delivered as herein provided, and said deed shall convey a good and clear record and marketable title thereto, free from encumbrances, except

(a) Provisions of existing building and zoning laws;

(b) Such real estate taxes for the then current fiscal year as are not due and payable on the date of the delivery and recording of such deed;

(c) Any liens for municipal betterments assessed after the closing date;

(d) The provisions of the Act and the Condominium Documents including without limitation all obligations of the unit owners to pay a proportionate share of the common expenses of the Condominium;

(e) All restrictions, easements and encumbrances referred to in the Condominium Documents;

(f) Easements, restrictions and reservations of record, if any, so long as the same do not prohibit or materially interfere with the use of said premises as a residential condominium unit in the City of Boston.

5. PLANS

SELLER to record the site and floor plans simultaneously with the Master Deed.

6. REGISTERED TITLE

The premises are recorded land and not subject to any filing with the Registry District of the Land Court.

7. PURCHASE PRICE

The agreed purchase price for said premises is **Five Hundred Twenty-Nine Thousand Nine Hundred Ninety-Nine Dollars and 00/100 ($529,999.00)**, of which

$1,000.00 has been paid as a deposit with the offer

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$25,500.00 as an additional deposit upon executing the Purchase and Sale Agreement;

$503,499.00 are to be paid at the time of delivery of the Delivery of the deed by Attorney IOLTA Check or Wire Transfer pursuant to the attached Wire Fraud Addendum.

_____

$529,999.00 TOTAL

8. TIME FOR PERFORMANCE; DELIVERY OF DEED

Such deed is to be delivered at 12 o'clock pm. on **May 31, 2023** , at BUYER's Closing Attorney's office, unless otherwise agreed upon in writing. It is agreed that time is of the essence of this agreement.

9. POSSESSION AND CONDITION OF PREMISES

Full possession of said premises free of all tenants and occupants is to be delivered at the time of the delivery of the deed, said premises built in accordance with the plans and specifications set forth in the marketing materials and (b) not in violation of said building and zoning laws, and (c) in compliance with provisions of any instrument referred to in clause 4 hereof. The BUYER shall be entitled to an inspection of the Unit prior to the delivery of the deed to determine whether the condition thereof complies with the terms of this clause.

10. EXTENSION TO PERFECT TITLE OR MAKE PREMISES CONFORM

If the SELLER shall be unable to give title or to make conveyance, or to deliver possession of the Unit, all as herein stipulated, or if at the time of the delivery of the deed the Unit does not conform with the provisions hereof, the SELLER shall use reasonable efforts to remove any defects in title, or to deliver possession as provided herein, or to make the said Unit conform to the provisions hereof, as the case may be, and thereupon the time for performance hereof shall be extended for a period of up to thirty (30) calendar days. The SELLER shall not be obligated to expend more than $4,275.00, inclusive of attorney's fees but exclusive of SELLER's voluntary monetary liens and encumbrances and municipal liens, pursuant to this Paragraph.

Should the SELLER invoke this extension period then BUYER shall be obligated to extend their commitment and/or rate lock at BUYER's sole cost and expense, if any, to allow SELLER to bring the Premises in conformity with the terms of this Agreement.

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

If at the expiration of the extended time the SELLER shall have failed so to remove any defects in title, deliver possession, or make the premises conform, as the case may be, all as herein agreed, or if at any time during the period of this agreement or any extension thereof, the organization of unit owners shall fail to agree, within the time period set forth in the Act, if

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applicable, to proceed with such repair or restoration as may be necessary for such purposes, or shall expressly agree not to so proceed, or the holder of a mortgage on the Unit shall refuse to permit any insurance proceeds to be used for such purpose, then any payments made under this agreement shall be forthwith refunded and all other obligations of the parties hereto shall cease and this agreement shall be void without recourse to the parties hereto.

12. BUYER'S ELECTION TO ACCEPT TITLE

The BUYER shall have the election, at either the original or any extended time for performance, to accept such title as the SELLER can deliver to the said premises in their then condition and to pay therefore the purchase price without deduction, in which case the SELLER shall convey such title.

13. ACCEPTANCE OF DEED

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

14. USE OF MONEY TO CLEAR TITLE

To enable the SELLER to make conveyance as herein provided, the SELLER shall, at the time of delivery of the deed, use the purchase money or any portion thereof to clear the title of any or all encumbrances or interests, provided that all instruments so procured are recorded simultaneously with the delivery of said deed or, in case of discharges of institutional mortgages, within a reasonable time thereafter, consistent with local conveyancing practice.

15. INSURANCE

The SELLER represents that at the time of execution of this agreement, the organization of unit owners maintains insurance with respect to the Condominium as follows:

Type of Insurance		Amount of Coverage
(a) Fire	$	In Present Amounts

(b) Extended Coverage

Until the recording of the deed, the SELLER shall maintain any supplemental insurance now in effect covering the Unit itself and any fixtures therein. All Risk shall remain with Seller until the deed is recorded.

SC 04/04/23 6:52 AM EDT dotloop verified
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16. EVIDENCE OF INSURANCE

At the time of the delivery of the deed, the SELLER shall deliver to the BUYER a certificate of the Condominium Insurance referred to in clause 15 as then in effect. The procuring of any supplemental insurance shall be at the option and sole expense of the BUYER.

17. ADJUSTMENTS

Real estate taxes for the then current fiscal year, pre-paid Master Insurance premiums, and common expenses for the then current month, shall be apportioned, as of the day of performance of this agreement and the net amount thereof shall be added to or deducted from the purchase price payable by the BUYER at the time of delivery of the deed. The conveyance of the premises shall be deemed to include the Seller's allocable share of any working capital and other reserve funds held by the organization of Unit Owners. Buyer shall pay an amount equal to two (2) months of condominium fees toward the working capital/reserve funds at closing.

18. ADJUSTMENT OF UNASSESSED AND ABATED TAXES

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

19. BROKER'S FEE

The SELLER and BUYER acknowledge that a fee for professional services shall be paid by the SELLER, to **Access Real Estate with a co-broke to William Raveis Real Estate**, the "BROKER", at the time for performance. In the event of a conflict between the terms of this Agreement and a prior fee agreement with BROKER, the terms of the prior fee agreement shall control unless BROKER has expressly agreed to a change in writing. The BUYER and SELLER acknowledge receipt of a notice from BROKER, pursuant to 254 of the Code of Massachusetts Regulations Section 3.0 (13), regarding any agency relationship of the BROKER with the BUYER and/or the SELLER. The BUYER further represents and warrants that there is no other broker with whom BUYER has dealt in connection with the purchase of the Premises. Payment shall only be made once the Deed is recorded and not otherwise.

20. BROKER(S) WARRANTY

The brokers named herein warrant that they are duly licensed as such by the Commonwealth of Massachusetts. Except for the Brokers named herein, BUYER warrants and represents to SELLER and SELLER warrants and represents to BUYER that each has dealt with no real estate broker, salesperson, finder, or other person entitled to a commission or fee in

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connection with this transaction. BUYER and SELLER agree to indemnify and hold the other harmless for a breach of this warranty.

21. DEPOSIT

All deposits made hereunder shall be held in escrow by **Access Real Estate**, as escrow agent subject to the terms of this agreement and shall be duly accounted for at the time for performance of this agreement. In the event of any disagreement between the parties, the escrow agent shall retain all deposits made under this agreement pending instructions mutually given in writing by the SELLER and the BUYER, or the final, non-appealable order of a court of competent jurisdiction.

22. BUYER'S DEFAULT; DAMAGES

If the BUYER shall fail to fulfill the BUYER's agreements herein, all deposits made hereunder by the BUYER shall be retained by the SELLER as liquidated damages and this shall be the SELLER'S sole and exclusive legal and equitable remedy. The parties acknowledge that SELLER has no adequate remedy in the event of BUYER's default hereunder because it is impossible to compute exactly the damages which would accrue to the SELLER in such event. The parties have therefore taken these facts into account in setting the amount of the deposit hereunder and hereby agree that: (i) the deposit is the best pre-estimate of such damages which would accrue to SELLER in the event of BUYER's default hereunder: (ii) said deposit represents damages and not any penalty against BUYER and (iii) if BUYER shall fail to fulfill BUYER's obligations hereunder, said deposit shall be due the SELLER from the BUYER as its full damages in lieu of other rights and remedies which SELLER may have against BUYER at law or in equity. Finally, the Seller agrees that upon the closing of this property with full consideration having been delivered by Buyer and the recording of the deed, the Seller agrees to waive any claim to liquidated damages under this agreement and any prior breach by the Buyer shall be deemed cured. This paragraph shall survive the recording of the deed.

23. LIABILITY OF TRUSTEE, SHAREHOLDER, BENEFICIARY, ETC.

If the SELLER or BUYER executes this agreement in a representative or fiduciary capacity, only the principal or the estate represented shall be bound, and neither the SELLER or BUYER so executing, nor any shareholder or beneficiary of any trust, shall be personally liable for any obligation, express or implied, hereunder.

24. WARRANTIES AND REPRESENTATIONS

The BUYER acknowledges that the BUYER has not been influenced to enter this transaction nor has she/he relied upon any warranties or representations not set forth or incorporated in this agreement or previously made in writing, except for the following additional warranties and representations, if any, made by either the SELLER or the Broker(s): None, except for the attached Limited Warranty and except as follows or listed in this Agreement:

SC 04/04/23 6:52 AM EDT dotloop verified

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Seller(s) represent, to the best of their actual knowledge, to the Buyer(s), that the Seller(s):

a) has never generated, stored, used, or disposed of any hazardous waste or material on or about the premises;

b) that the Seller(s) is not aware of the generation, storage, use, or disposal of such waste, other than those materials customarily used on residential property, on or about the premises by anyone else;

c) that Seller(s) has not placed, and Seller(s) is not aware of any placement by others, of underground storage tanks on the premises;

d) that there is no pending Seller bankruptcy, mortgage foreclosure, contemplated City of Boston betterment or assessment, or other proceedings or circumstances that might impact adversely on the Seller's ability to perform on the closing date;

e) that the mortgage and other lien payoffs will be for less than the sales price, or a partial release shall be obtained;

f) that no notice or communication has been received by Seller(s) from any public authority that there exists with respect to the premises any condition which violates any municipal, state or federal law, rule, regulation, ordinance or the like which has not been rectified; and

g) That the foregoing representations shall be true as of the time of closing.

h) To the best of Seller's knowledge there are no lawsuits currently pending or threatened by or against the condominium association, the developer of the condominium or any contractor regarding the construction or physical condition of the condominium buildings, common areas and facilities, or any portion thereof, that would affect the ownership, use or enjoyment of the Unit being sold hereunder;

i) The estimated monthly condominium common area fee for the Unit is **$247.18 which includes water, sewer, master insurance, elevator maintenance, exterior maintenance, landscaping, snow removal, and a 10% annual reserve fund contribution**.

j) Seller has not received notice of and has no knowledge of any special assessments for the Unit and Seller is aware of no immediate pending improvements, repairs, or replacements or plans therefore which would be likely to result in a supplemental assessment or significant increase in the monthly common expenses for the Unit.

k) Seller shall give buyer a limited warranty at closing in substantially similar form to the Limited Warranty attached hereto as Exhibit B.

25. MORTGAGE CONTINGENCY CLAUSE

SC 04/04/23 6:52 AM EDT dotloop verified

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To help finance the acquisition of said Premises, the BUYER shall apply for a conventional bank or other institutional mortgage loan or loans in an amount not to exceed **$429,999.00** at prevailing rates, terms and conditions. If despite the BUYER's diligent efforts, a firm, written commitment for such loan, subject only to conditions within BUYER'S reasonable control, cannot be obtained on or before **April 26, 2023**, the BUYER may terminate this agreement by written notice to the SELLER, prior to the expiration of such time, whereupon any payments made under this agreement shall be forthwith refunded and all other obligations of the parties hereto shall cease and this Agreement shall be void without recourse to the parties hereto. In no event will BUYER be deemed to have used diligent efforts to obtain such commitment unless the BUYER submits a mortgage loan application conforming to the foregoing provisions within two business days of the BUYER's receipt of a fully executed copy of this Agreement.

The Buyer and Seller hereby agree that the Buyer shall not be required to apply to more than one mortgage lender to comply with Buyer's obligation to use diligent efforts to secure financing. BUYER shall not be deemed to have received a mortgage commitment unless such commitment is issued without any conditions other than conditions within the control of BUYER. The Seller agrees to cooperate with Buyer in executing any Governmental forms (FHA, VA, Mass Housing or other governmental loan) required by Buyer's Lender so long as same do not impose any additional liability or financial obligation on the Seller other than set forth in this Agreement.

26. CONSTRUCTION OF AGREEMENT

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

27. SMOKE DETECTORS & CARBON MONOXIDE DETECTORS

The SELLER shall, at the time of the delivery of the deed, deliver a copy of the final Certificate of Occupancy from the City of Boston, which will satisfy the requirement that said Premises have been equipped with approved smoke detectors and carbon monoxide detectors in conformity with applicable law. There shall not be an individual unit smoke detector and carbon monoxide detector certificate.

28. SELLER SIGNED DOCUMENTS AT CLOSING

SC 04/04/23 6:52 AM EDT dotloop verified

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SELLER hereby agrees to execute at closing all affidavits, indemnifications and documents reasonably required by Buyer's attorney, lender's attorney and title insurance company, including but not limited to Closing Disclosure, Settlement Statement, Form 1099, compliance agreement, and title insurance affidavit.

29. REBA STANDARDS DETERMINATIVE

In matters respecting practice and ethical standards and title to the property, the standards of the Real Estate Bar Association of Massachusetts, Inc. ("REBA") shall be determinative to the extent applicable.

30. ACCESS FOR: MEASUREMENTS; CONDUCTING APPRAISAL

The SELLER shall permit the BUYER and its agents reasonable access to the Premises prior to the closing for taking measurements. Prior to all entry, the BUYER shall give reasonable oral or written notice to the SELLER (twenty-four (24) hours). Each such entry shall be in the presence of the SELLER or agent of the SELLER unless agreed otherwise. Such entry shall be limited to three (3) occasions exclusive of the final walkthrough.

31. CONFORMITY WITH TITLE PROVISION

The Buyer and Seller hereby agree that the premises shall not be in conformity with the title provision of this Agreement unless Title to the premises is insurable, for the benefit of the Buyer, by a title insurance company reasonably acceptable to Buyer, in a fee owner's policy of title insurance, at normal premium rates, without exception other than the standard printed "jacket" exceptions contained in the American Land Title Association form currently in use and those exceptions set forth in Paragraph 4 of this Agreement. In the event of a title matter for which a title insurance company is willing to issue a so-called "clean" policy or provide "affirmative coverage" over a known defect or problem, Buyer may elect to accept same but shall not be required to do so, and shall have the right, at the option of their counsel, to deem title to the premises unacceptable or unmarketable and to terminate this Agreement.

32. NOTICE

Whenever by the terms of this agreement notice shall or may be given to the BUYER or to the SELLER, such notice shall be in writing and shall be sent by regular or certified mail, postage prepaid, served in hand, delivered by overnight courier, facsimile with proof of transmission or e-mail with proof of transmission. If such notice is intended for:

BUYER:
Melissa D. Lee, Esquire
Dalton & Finegold LLP
34 Essex Street
Andover, MA 01810
Office: 978-470-8400

SC 04/04/23 6:52 AM EDT dotloop verified

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Fax: 978-824-9440
mlee@dfllp.com

SELLER:
Brady J. McDevitt, Esq.
McDevitt Law Group, P.C.
62 Derby Street, Suite 2
Hingham, MA 02043
T: 617-282-7550
F: 617-282-5888
E-mail: Brady@mcdevittlawgroup.com

In the case of mailing, any such notice shall be deemed to have been properly given for all purposes at the time such notice is deposited in any post office maintained by the United States Postal Service, or deposited with said overnight courier. Notice given by facsimile or e-mail is deemed delivered the same day as transmitted.

33. LIMITED POWER OF ATTORNEY

By executing this Agreement, the BUYER and SELLER hereby grant to their attorneys and real estate agents the actual authority to bind them for the sole limited purpose of allowing them to grant extensions or executing amendments made to this Agreement. The SELLER and BUYER hereby agree that each party shall be able to rely upon the signatures of said attorneys or agents as binding unless they have actual knowledge that the principals have disclaimed said authority.

34. ELECTRONIC SIGNATURES

Electronic signatures and signatures transmitted via email or facsimile shall be treated as originals and shall be binding to the same extent as an original signature.

35. BROOM CLEAN CONDITION

The Seller(s) shall leave the premises in broom clean condition, removing all of Seller's possessions, construction stock and rubbish or debris the day before closing to allow Buyer a final walk through. Premises shall be construed to mean the unit, parking spaces and storage area, if any, and any exclusive use areas.

36. FIXTURES

Seller(s) represent and warrant that they have complete and unencumbered ownership of all fixtures, fittings and equipment located in the premises, with the exception of: NONE. At the Closing, SELLER shall assign to BUYER, if assignable, all service contracts, warranties and/or guarantees, if any, covering all systems, fixtures, equipment and appliances. SELLER will also

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provide BUYER with all keys, automatic garage door openers and with all documentation in SELLER's possession and control regarding all systems, fixtures, equipment and appliances at the time of the recording of the Deed.

37. IMPROVEMENTS

To the best of the Seller's knowledge and belief, all work and improvements done to the premises during the Seller's term of ownership has been done in accordance with all applicable codes, with permission of the condo association, and, if necessary, with a valid building permit. This paragraph shall survive the delivery of the deed.

38. MAINTAINING THE PREMISES BEFORE CLOSING

Between the date of the signing of this Agreement and the Closing, Seller shall maintain and service the premises and its appurtenances at the same level of effort and expense as the Seller has maintained and serviced the premises for the Seller's own account prior to the date of this Agreement.

39. TITLE V INSPECTION AND CERTIFICATE

The unit is served by municipal water and sewer and does not require an inspection or certificate for a system regulated Pursuant to Title 5 of the State Environmental Code (310 CMR 15.301).

40. ACCEPTANCE OF TITLE SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD

In the event this Agreement contains any provision that the Buyer shall accept the title of the Seller subject to easements and restrictions of record, if any, then such acceptance of title subject to easements and restrictions shall be limited to those of record, if any insofar as they may be in force and effect, which do not adversely affect the premises for use as a condominium unit dwelling by the buyers and which are:

a) acceptable to the Buyer's lender granting financing for the premises;

b) give no rights to anyone to enter upon, cross or use any portion of the premises other than standard utility easements and those stated in the Master Deed, Trust or any bylaws;

c) have been duly satisfied of record at or prior to the closing in the event consent(s) or approvals are needed; and

d) have been duly complied with of record (without limitation, a certificate of compliance) at or prior to the closing in the event any order of condition or any other state, county, or municipal (or any subdivisions thereof) requirements in connection with the premises.

41. CASUALTY AND BUYER'S ELECTION TO ACCEPT TITLE

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Notwithstanding anything herein to the contrary, including without limitation the provisions of paragraph entitled "Buyer's Election to Accept Title" herein, if the premises are damaged prior to the closing by fire or other casualty more than $20,000.00, then the BUYER shall have the right to terminate this agreement whereupon the obligations of SELLER and BUYER shall cease with no further recourse hereto, this Agreement shall be void and the BUYER'S entire deposit shall be immediately returned to BUYER.

42. AUTOMATIC EXTENSION TO NEXT BUSINESS DAY

If any deadline or date for performance or providing notice contained herein (including, without limitation, any contingencies or extensions of the time for performance), falls on a Saturday, Sunday or legal holiday, as the case may be, such deadline or other date shall be extended to the immediately following business day.

43. FLOOD ZONE NOTICE

The Flood Disaster Protection Act of 1973, as amended, generally provides that certain lenders may not make, increase, extend or renew a loan secured by a building or mobile home that is located or to be located in a special flood hazard area ("SFHA") in which flood insurance is available under the Act (a "designated loan") unless the building or mobile home and any personal property securing the loan are covered by flood insurance for the term of the loan. SFHAs are defined by the Federal Emergency Management Agency (FEMA) and are indicated on FEMA Flood Insurance Rate Maps (FIRMs) or, if the FIRM is unavailable, on Flood Hazard Boundary Maps (FHBMs). The Act further provides that, if the lender or its servicer determines at any time during the term of a designated loan that the building or mobile home and any personal property securing the designated loan is not covered by adequate flood insurance, the lender or its servicer will notify the borrower and, if the borrower fails to obtain flood insurance within 45 days after notification, then the lender or its servicer will purchase the insurance on the borrower's behalf and at the borrower's expense. Accordingly, if during the term of the Borrower's loan the area in which the building or mobile home securing your loan is located is identified by FEMA in a FIRM or FHBM as being in a SFHA and the Buyer's lender becomes aware of this FEMA identification, the Buyer's Lender will be obligated under the Act to notify Buyer to obtain flood insurance in the manner described above. By signing below, the Buyer confirms receipt of this notice. BUYER ACKNOWLEDGES THAT THE FIRMS ARE SUBJECT TO CHANGE AND THAT THE CURRENT FLOOD ZONE DESIGNATION DOES NOT LIMIT ITS FUTURE DESIGNATION.

44. ASSIGNMENT AND RECORDING THIS AGREEMENT

If the BUYER makes an assignment of their rights under this Agreement or records a copy of this Agreement with the County Registry of Deeds, except upon the direction or permission of a court, the SELLER, at SELLER's sole option, may declare that this Agreement is void and that the BUYER is in default of BUYER's obligations hereunder.

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45. BROKER INFORMATION

The Broker(s) named herein join this Agreement for the limited purpose of representing and warranting to the BUYER and SELLER that the information contained in Exhibit A attached hereto and made a part hereof is true and accurate to the best of their knowledge. Upon written request by the Buyer, the Seller shall direct the Seller's Broker and/or Agent to provide any identification information reasonably requested by the Buyer's lender, including without limitation, the Broker/Agent's name, address, state issued identification number, company name, phone number, and email address.

46. TRID DISCLOSURE EXTENSION

The Buyer and Seller acknowledge that regulations known as the TRID (TILA-RESPA Integrated Disclosure) Rule, may impact the parties' ability to close on the time for performance; therefore, Buyer and Seller agree as follows:

A. In the event Buyer's mortgage lender is unable to close on the closing date due to the disclosure requirements of TRID, the closing date may be extended upon written notice(s) from Buyer to Seller for a period not to exceed, in the aggregate, five (5) business days, time remaining of the essence.

B. All utility readings (as applicable) shall be conducted ten (10) days prior to the specified closing date and communicated to the closing attorney no later than ten (10) days prior to the closing. The settlement statement (HUD or ALTA) and closing disclosure shall reflect payment and adjustments as of the reading date, except for the real estate tax proration, pre-paid insurance and condo fee adjustment, which shall be made as of the closing date.

47. CERTIFICATE OF NO LIENS; CERTIFICATE OF INSURANCE; RIGHTS OF FIRST REFUSAL

At the time of the closing, Seller shall deliver to Buyer (a) a written Certificate duly executed and acknowledged by the proper officials of the Unit Owners Association and in proper form for recording, stating that there are no unpaid common area expenses or special assessments, as of the end of the month in which the closing occurs, pertaining to the unit being sold hereunder good through the end of the calendar month in which the closing takes place, in accordance with Section 6(d) of the Act; and (b) a duplicate original policy or certificate thereof of insurance with respect to the Condominium including, but not limited to, fire, extended coverage, liability, and other coverage in such forms and with such limits appropriate for the Condominiums of which the Premises is a part and in conformity with the provisions of the Condominium Documents, of which the named insured shall be the Condominium Unit Owners Association, the officers and members thereof, all owners of individual units of the Condominium, including but not limited to the Buyer, and all mortgagees of all owners of individual units of the Condominium, all as their interests may appear; and (c) if applicable, a certificate in recordable form concerning the exercise or non-exercise of any right of first

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refusal contained in the Condominium Documents; and Buyer's obligations hereunder are expressly conditioned upon Seller's delivery to Buyer of the aforesaid instruments.

48. CONDOMINIUM DOCUMENTS

Seller shall deliver to Buyer copies of all the Condominium Documents including but not limited to the Master Deed, Declaration of Trust, Budget, Site Plan, and Floor plans. If Buyer is not reasonably satisfied with the Condominium Documents, Buyer shall have the right to terminate this Agreement and to the refund of all deposits; provided (a) Buyer or Buyer's attorney, gives notice to Seller and Seller's attorney specifying all provisions unsatisfactory to Buyer within seven (7) business days of Buyer's attorney's receipt of the all of the above-listed Condominium Documents.

49. PUNCHLIST ITEMS NOT TO DELAY CLOSING

SELLER agrees to complete any work on the signed punch list within thirty (30) days after Closing, except for work that should not be done due to weather conditions or work requiring materials that may require longer periods to obtain. At the time the BUYER takes title, as long as the premises is deemed ready for Closing in accordance with the provisions of Paragraph 9 hereof and no incomplete work will interfere with the BUYER's occupancy and safe enjoyment of the Unit, no hold back or escrow fund of any amounts due the SELLER will be permitted in order to ensure the completion of the work.

50. ADDITIONAL PROVISION

Buyer shall agree to extend the closing date herein for up to thirty (30) days until June 30, 2023 in the even that a certificate of occupancy cannot be obtained in time for closing.

See Buyer Addendum, Wire Fraud Addendum, and Limited Warranty attached hereto and herein incorporated by reference.

NOTICE: THIS IS A LEGAL DOCUMENT THAT CREATES BINDING OBLIGATIONS. IF NOT UNDERSTOOD, CONSULT AN ATTORNEY.

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Buyer: Rey Arlen Vanderpool

Shanti Acquisition LLC

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Solmon Chowbury

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Seller: Solmon Chowdhury, Manager

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EXHIBIT A

AGENT/BROKER INFORMATION DISCLOSURE

Buyer's Broker/Agent:

Broker Name: William Raveis Real Estate

Broker Address: 12 Federal Street, Newbury, MA 01950

State Broker License Number: 8962

Agent Name: Rachel Person

Agent State License Number: 9566480

Agent Email Address: rachel.person@raveis.com

Agent Phone Number: 978-462-0500

Listing Broker/

Agent:

Broker Name: Access Real Estate

Broker Address: 5 Canton Ave #2C Milton, MA 02186

State Broker License Number: 422961

Agent Name: Patrick Bateson

Agent State License Number:

Agent Email Address: patrick@findyouraccess.com

Agent Phone Number: 617-825-8000

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EXHIBIT B

CERTIFICATE OF LIMITED WARRANTY
(RESIDENTIAL CONDOMINIUM UNIT)
8 Ashton Street Condominium

Issued To and Accepted By Buyers: Rey Arlen Vanderpool (the "Buyers" or the "Unit Owners"), the original Buyer of Unit No. 2 (the "Unit") at 8 Ashton Street Condominium (the "Condominium")

Date: _____, 2023 ("Effective Date")

This Limited Warranty describes the obligations of the seller of your Unit, Shanti Acquisition LLC ("SELLER"), to make repairs or adjustments to your Unit, and outlines the procedures for you to follow to obtain such repairs or adjustments. This Limited Warranty extends to the Buyer only and is not transferable to, or enforceable by, any succeeding transferee, assignee or purchaser of the Unit. This Limited Warranty also is applicable only to the Unit itself and not to any Common Elements. The effective date of this Limited Warranty shall be the date set forth above (the "Effective Date").

I. COVERAGE AND DURATION

A. Warranted Defects

1. Excluding the matters and components covered by manufacturer's or supplier's warranty referred to in Section I.B below, and subject to the exclusions set forth in this Limited Warranty, the coverages of this Limited Warranty, which are applicable exclusively to the Unit and not to the Common Elements of the Condominium, are as follows, provided the defect occurs and is brought to SELLER's attention in writing within one (1) year from the Effective Date (the "Claims Period"), except that the Claims Period for the defects set forth in Section I.A.1.e shall be sixty (60) days from the Effective Date:

a. Interior Structure. The floors, ceilings, walls and other interior structural components within the Unit, which are not covered by other parts of this Limited Warranty, are warranted against material defects in materials or workmanship.

b. Plumbing and Sewage. Plumbing and sewage disposal facilities that are part of and serve only the Unit are warranted against material defects in materials and workmanship.

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c. Electrical Systems. All wiring and other components of the electrical system that is part of and serves only the Unit are warranted against material defects in materials and workmanship. Any cable or other telecommunications wiring or systems is explicitly not included as a warranted defect covered by this Limited Warranty.

d. Heating and Air-Conditioning System. The Heat Pump Unit serving only the Unit is warranted against material defects in materials and workmanship.

e. Other. For a period of sixty (60) days after the Effective Date, the doors (including hardware), windows, electric switches, plumbing fixtures and cabinet work in the Unit are warranted against material defects in materials and workmanship.

2. A judicial proceeding for alleged breach of any obligation arising under paragraph 1 above must be commenced within two (2) years after the Effective Date.

B. Consumer Products and Consumer Goods

1. SELLER gives no warranty on any appliances or other equipment sold with the Unit. SELLER's sole obligation with respect to items not warranted by SELLER shall be to deliver to the Unit Owner any manufacturers' warranties covering such appliances and equipment in the Unit except insofar as the same may be Common Elements

2. SELLER is not responsible for performance under manufacturers' warranties in any way. SELLER hereby advises the Unit Owner that each such manufacturer's or supplier's warranty may include a specific procedure which must be followed to make the warranty effective. The procedure may require notification or registration by the Unit Owner to or with the manufacturer or supplier, or the mailing of a warranty card by the Unit Owner to the manufacturer or supplier. Such notification or registration is the Unit Owner's sole responsibility. The Unit Owner's failure to so notify, register, or mail a warranty card, according to any manufacturer's or supplier's requirement, or any other actions or omissions by a Unit Owner that voids a manufacturer's warranty or otherwise gives rise to a manufacturer's ability to disclaim its warranty, shall not create any liability of the SELLER for any express or implied warranty on any such appliances or equipment. It is the sole responsibility of the Unit Owner to follow the manufacturer's or supplier's warranty claim procedure in the event of any defect in any item covered by such a warranty.

3. The following are examples (but not an exclusive list) of consumer products and consumer goods which are excluded from coverage under this Limited Warranty: doorbell, garbage disposal, washer/dryer, refrigerator/freezer, range/oven and dishwasher.

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II. SELLER'S RESPONSIBILITY

Except for the warranties explicitly set forth in Section I.A.1 above, no other warranties are being provided by SELLER with respect to the Unit. In the event of any defect in any item or component of the Unit covered by SELLER's warranty in Section I.A.1 above, SELLER, at its option, will repair or replace the affected item or component at no cost to the Unit Owner. Replacement items or components will be substantially comparable to those replaced (although identical colors and other features may not necessarily be installed). SELLER will correct the defect in such manner as to restore the component, insofar as possible, to the condition which would have existed had the defect not been present, and so the component will last through the warranty period or its equivalent.

III. EXCLUSIONS

A. SELLER's warranty does not include cracks, popping nails and other effects of aging, normal settlement, or expansion, contraction, shrinkage or warping of materials that may occur in walls, floors, ceilings, doors or any of the components of the Unit, including without limitation minor cracks or scaling due to (i) drying or curing of concrete, plaster, caulking or weather stripping or (ii) extreme weather conditions or freezing and thawing cycles and splits and cracks in wooden components as long as such defect will not prevent the normal intended use of all or part of the Unit.

B. SELLER's warranty does not include defects or smudges in painted surfaces, chipping or cracking of marble, granite, formica, fiberglass or tiles, defective or broken glass, or similar defects readily visible to the human eye, which are not listed on the Pre-Settlement Inspection Form executed by SELLER and the Buyer at the time of inspection by the Buyer before settlement.

C. SELLER's warranty does not cover normal maintenance items or conditions resulting from wear and tear or misuse or negligence. SELLER's warranty does not apply where use or maintenance was contrary to the Condominium Master Deed, Declaration of Trust or Rules and Regulations (collectively, the "Condominium Documents") or where any defect results from damage by or for which the Unit Owner is responsible, or by negligence or unreasonable use (including failure to provide reasonable and necessary maintenance).

D. SELLER's warranty does not cover defects of any nature in any appliance or equipment which are covered by any manufacturer's or supplier's warranty.

E. SELLER's warranty shall not cover items such as the following:

1. Noise or odor penetration into the Unit generated from adjoining properties, Common Elements or Units and/or vehicular or pedestrian traffic or other noise outside of the Unit or by trash rooms or chutes, cooking, elevators, heating and air conditioning equipment, mechanical systems or plumbing systems, whether located or

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performed within the Unit, the other Units of the Condominium, the Common Elements, the public areas, any other portions of the project or from outside of the project;

2. Loss or injury due to the elements, including conditions resulting from expansion or contraction of materials or by condensation on and around windows and window sills or other dampness or condensation or to the failure of any Unit Owner or the Trustees of the Condominium Trust to maintain adequate ventilation;

3. Damage caused by normal wear and tear;

4. Loss or damage with respect to any claim unless written notice of the defect causing said loss or damage shall have been given the Unit Owner to SELLER in writing within the Claims Period;

5. Loss or damage caused by defects or defective design or materials supplied by the Unit Owner or installed under his/her direction;

6. Negligence, improper maintenance or operation, or alteration, by parties other than SELLER, SELLER's contractor or agents, with respect to the Unit or its component parts or systems, such as, but not limited to putting inappropriate materials into water closets, garbage disposals or drains, overloading electrical or other systems, breakage, chipping or denting, loss or misplacement of removable parts, overflow of running water, and failure to maintain adequate ventilation;

7. Any damage resulting from any act of god, force majeure or casualty beyond the reasonable control of the SELLER, including without limitation loss or damage resulting from, but not limited to, fire, explosion, smoke, water escape, changes, not reasonably foreseeable, in the level of the underground water table, glass breakage, windstorm, hail or lightning, falling trees, aircraft and other vehicles, flood, earthquake, soil movement, and insect damage;

8. Stoppage in the plumbing system caused by its misuse by the Unit Owner(s), their tenants, guests, or invitees, or the Condominium Trust;

9. Any loss or damage of any nature whatsoever caused by the negligence of any Unit Owner, the members of any Unit Owner's family, any Unit Owner's guests, tenants or invitees, and any loss or damage of any nature whatsoever caused by the other person who is not an agent or employee (acting within the scope of his authority) of SELLER or caused by the Trustees or the Condominium Trust;

10. Caulking in bathtubs, shower stalls and around windows;

11. Any loss or damage which arises while the Unit is being used for unauthorized non-residential purposes or is being rented by the Unit Owner to a tenant;

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12. Any loss or damage caused by the failure of the heating or air-conditioning systems to provide temperatures outside the design ranges of the systems; or

13. Any other loss or damage that is not a defect as set forth in Section I.A.1 above.

F. SELLER SPECIFICALLY DISCLAIMS ANY LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL (SECONDARY) DAMAGE TO ANY PERSON, ANY UNIT, THE COMMON ELEMENTS, OTHER COMPONENTS OR ANY OTHER REAL OR PERSONAL PROPERTY, RESULTING FROM A DEFECT.

G. This Limited Warranty is valid only if (1) the Unit Owner notifies SELLER immediately of any such claims, as provided in Section III.I below, but in all events prior to the expiration of the Claims Period, and (2) the Unit Owner cooperates fully with SELLER to resolve such claims or correct any such defects including the provision of access at all times whenever requested) and supplies to SELLER all information requested. In all events, SELLER's liability under this Limited Warranty for defects in the Unit shall be limited to the total original purchase price of the Unit. Any steps taken by SELLER to correct warranted defects or replace items containing a defect shall not act to extend the term of this Limited Warranty.

H. In the event SELLER repairs or replaces any defect covered by this Limited Warranty for which there is coverage by other insurance, the Unit Owner shall be obligated, upon request by SELLER, as a condition to the repair or replacement, to assign the proceeds of such insurance to SELLER to the extent of the cost to SELLER of such repair or replacement, provided that, if SELLER requests such insurance proceeds, SELLER shall pay the deductible of any such insurance claim.

I. This Limited Warranty is applicable only to the matters warranted herein, and only if the defects complained of are clearly and specifically reported to SELLER in writing, at the address set forth below, prior to the end of the Claims Period. No person or entity, other than the Unit Owner shall have any rights hereunder, including any right to any remedy against SELLER.

J. This Limited Warranty shall not be construed to make SELLER responsible for any items of maintenance relating to the Unit.

K. In the event any provision of this Limited Warranty is deemed by a court of competent jurisdiction to be invalid or unenforceable, that determination will not affect the validity or enforceability of the remaining provisions.

IV. LIMITATION AND DISCLAIMER OF IMPLIED WARRANTIES

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A. TO THE FULLEST EXTENT PERMITTED BY LAW, ALL IMPLIED WARRANTIES THAT ARE NOT WAIVABLE UNDER APPLICABLE LAW ARE LIMITED IN DURATION TO THE ONE (1) YEAR PERIOD OF THIS WRITTEN WARRANTY. This includes, without limitation, the implied warranties of merchantability and fitness created by Chapter 106, Sections 2-314 and 2-315 of the Massachusetts General Laws, and any implied warranty of habitability.

B. The parties hereby agree that the remedies specified herein are the sole and exclusive remedies available to the Unit Owner for any and all claims of defects in the Unit.

V. WARRANTY PROCEDURES

A. The following procedures have been established to permit maximum efficiency in administering work under warranty. Subject to exclusions in Section III, certain items covered by this Limited Warranty may arise from time to time, as is normal in a new building. If any warranty items arise, the procedure to be followed for correcting these items is as follows:

1. If the Unit Owner discovers defects that are covered by this Limited Warranty, in order to obtain performance of any of SELLER's warranty obligations, a written statement of all warranty claims should be sent prior to the expiration of the Claims Period to: Shanti Acquisition LLC, 51 Hutchings Street, Unit Boston, MA 02121 or such other address as SELLER may designate.

2. Upon receipt of the written statement, SELLER's representative will meet the Unit Owner, inspect the item and list all warranted defects on the Warranty Inspection Form attached hereto as Exhibit A, which is to be signed by both the representative of the Unit Owner and SELLER's representative. If SELLER requires, the Unit Owner shall be present during the corrective work at the time scheduled by SELLER.

3. Any latent defects that may be discovered subsequent to the completion of the Warranty Inspection Form, but within the Claims Period, will be handled individually upon written notice being sent from the Unit Owner to SELLER at the address set forth in paragraph 1 above.

B. If the Unit Owner and SELLER's representative fail to agree upon the defects to be noted on the Warranty Inspection Form or the workmanlike correction of such defects, SELLER will submit the disagreement to _____ (the "Project Architect") for decision, and such decision shall be final and binding on SELLER and the Unit Owner. The Project Architect will render his decision based on the Condominium Documents, the standard in the trade, the Warranty Inspection Form and the Purchase and Sale Agreement. The charge by the Project Architect for this service will be paid one-half by SELLER and one-half by the Unit Owner prior to resolution.

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C. The signature of SELLER's representative on the Warranty Inspection Form constitutes agreement by SELLER to complete in a workmanlike manner all items noted on such form. Work shall start promptly and be carried on expeditiously by SELLER. The Unit Owner agrees to grant reasonable access to the Unit for the purpose of such work during normal working hours and as required by the work schedule of SELLER's contractor. If the Unit Owner fails to grant such access, SELLER will so notify the Unit Owner in writing. If the Unit Owner still fails to grant access five days after receipt of such notice, then the Unit Owner waives any rights to the completion of work noted on the Warranty Inspection Form.

D. Upon completion of all work noted on the Warranty Inspection Form, SELLER will notify the Unit Owner in writing and the Unit Owner shall acknowledge such completion by signing the form. If the Unit Owner and SELLER fail to agree on the satisfactory completion of the work referred to above, the provisions established in paragraph B above for disagreement concerning the items to be noted on the Warranty Inspection Form will govern.

E. If the Unit Owner fails to notify the SELLER in writing of any defect within the Claims Period, then this Limited Warranty shall have terminated with respect thereto, and the Unit Owner hereby agrees to release and hold the SELLER harmless from any claim therefor and from any loss, cost, damage or expense in connection therewith.

VI. INTERPRETATION

No action taken to correct defects shall extend this Limited Warranty. The written warranties set forth herein and the implied warranties limited herein are in lieu of all other warranties which may otherwise be implied. This Limited Warranty shall be governed by the laws of the Commonwealth of Massachusetts. This Limited Warranty gives you specific legal rights and you may also have other rights under Massachusetts law. In the event that any of the provisions of this Limited Warranty shall be held to be invalid, the remainder of the provisions of this Limited Warranty shall remain in full force and effect. Further, no waiver by the SELLER at any time of any of the exclusions, limitations or other provisions of this Limited Warranty shall constitute a waiver of any of the same at any subsequent time or of any other such exclusions, limitations or provisions at any time. No partner, member, officer, director, manager, shareholder, agent or employee of SELLER shall have any liability for the obligations of SELLER hereunder and the Unit Owner agrees by the acceptance of this Limited Warranty that the liability of the SELLER hereunder is limited to the assets of the SELLER.

Terms not otherwise defined herein shall have the meaning specified for such terms in the Master Deed of the 8 Ashton Street Condominium.

[Signature Page Follows]

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EXECUTED as an instrument under seal as of the Effective Date.

SELLER

Shanti Acquisition LLC

Solmon Chowbury
dotloop verified
04/04/23 6:52 AM EDT
S8LS-E8E3-ANKA-FLO7

Name: Solmon Chowdhury, Manager

AGREED AND ACCEPTED:

Rey Arlen Vanderpool
dotloop verified
04/03/23 12:22 PM EDT
IKKC-JRMF-CZME-GKDP

Name: Rey Arlen Vanderpool

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EXHIBIT A TO CERTIFICATE OF LIMITED WARRANTY (Residential Condominium Unit)

8 Ashton Street Condominium

WARRANTY INSPECTION FORM

_____2_____Unit Number

Listed below are all of the defects discovered to date in my Unit in accordance with the terms and conditions of the Certificate of Limited Warranty dated _____.

_____

_____

_____

_____

_____

_____

_____

_____ _____

Date Buyer

SELLER agrees to correct in a workmanlike manner the items listed above.

_____ _____

Date SELLER's Representative

_____

_____

I acknowledge that the above items have been completed in a workmanlike manner.

_____ _____

Date Buyer

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DALTON
& FINEGOLD, L.L.P.
34 Essex Street Andover
MA 01810

BUYER's ADDENDUM

Buyer: Rey Arlen Vanderpool
Seller: Shanti Acquisition LLC
Property Address: 8 Ashton Street, Unit 2, Boston, MA 02124

1. TITLE REQUIREMENTS:

At the time of conveyance, title shall be good, clear record, marketable and insurable. It is understood and agreed by the parties that the Property shall not be in conformity with the title provisions of this agreement unless the terms of the relevant paragraphs within the purchase and sales agreement are complied with and further:

a. All buildings, structures and improvements, including but not limited to any driveways, garages and sewage disposal systems, and all means of access, shall be located completely within the boundary lines of said premises and shall not encroach upon or under the property of any other person or entity;

a. No building, structure or improvement of any kind belonging to any other person or entity shall encroach upon or under said premises;

b. The premises shall abut a public way, duly laid out or accepted as such by the city or town in which said premises are located, or a private way affording legal access and egress to and from a public way;

c. In the event there are Order of Conditions of record applicable and enforceable as to the premises, SELLERS shall obtain and record at or prior to the closing such Certificate of Compliance as are necessary to release such Orders of Conditions;

d. The premises comply with existing building and zoning laws or is exempt therefrom as a preexisting, non-conforming structure; and

e. The premises comply with all federal, state and local laws and regulations governing the conditions of any septic system on the premises.

f. SELLER shall execute the deed personally and not under a power of attorney.

2. CONDOMINIUM ASSOCIATION

The SELLER represents to the best of SELLER's knowledge that:

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a. There is no pending bankruptcy, mortgage foreclosure, or other proceeding, which might in any material way impact adversely on SELLER's ability to perform under this Agreement.

b. There are no other existing rights, e.g. rights of first refusal, or other consents required for the completion of delivery of the deed other than the existing mortgages, if any, on the Premises which SELLER shall secure releases for using the purchase money hereunder.

c. It is expressly understood that the SELLER shall be responsible for the full amount of any assessments prior to the delivery of the deed.

SELLER agrees to notify Buyer of any changes in facts prior to closing, which would make any of the above representations untrue and buyer's obligations are contingent upon such representations being true on the date of closing.

3. CONDOMINIUM ASSOCIATION ASSETS

The conveyance of said premises shall be deemed to include the SELLER(S) allocable share of any working capital or other reserve funds held by the organization of unit owners, without adjustment or payment of any additional consideration by the BUYER(S).

4. CONDOMINIUM VIOLATIONS:

SELLER represents to the best of seller knowledge and without further inquiry that SELLER has no knowledge of any conditions of the Premises and/or Condominium which constitute a violation of the provisions of any municipal, county, state or federal codes, ordinances, statutes or regulations relating to zoning, building, environmental or health matters, which representation shall be deemed to have been repeated at the time and by virtue of delivery of the deed, but which representation shall not constitute a warranty against the existence of such conditions about which SELLER has no knowledge, nor representation or warranty against the discovery or occurrence of such conditions after the delivery of the deed.

5. REMOTES AND WARRANTIES

At the closing, SELLER shall assign to BUYER (non-recourse), if assignable at no additional cost to SELLER, any and all service contracts, warranties and/or guarantees, if any, covering any and all systems, fixtures, equipment and appliances as well as those covering any termite or other pest treatments in connection with the Premises. SELLER will also provide BUYER, at closing, with all automatic garage door openers and with all manuals and other information in SELLER's possession and control regarding any and all systems, fixtures, equipment and appliances used in connection with the Premises.

6. SEPTIC

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SELLER warrants and represents to the best of seller knowledge and without further inquiry that the Premises and Condominium are not served by a septic system, but rather, is connected to, and served by, municipal water and sewer.

7. RELEASE OF RIGHT OF FIRST REFUSAL

Only if applicable, the Seller shall obtain a release of any first right of refusal interests affecting the unit in connection with the Condominium documents.

8. EXTENSION:

Paragraph Ten (10) of this Agreement shall be construed to apply to matters affecting title, the physical condition of the Premises and compliance of the Premises with municipal, county, state or federal codes, ordinances, statutes or regulations concerning the Premises and to which the Premises are subject under the terms of this Agreement. Paragraph Ten (10) of this Agreement shall not, however, be construed to excuse SELLER from vacating the Premises at the time set for Closing for reasons such as unavailability of movers, inconvenience or other such delays in performance hereunder.

9. POST CLOSING ADJUSTMENTS:

If any errors or omissions are found to have occurred in any calculations or figures used in the settlement statement signed by the parties (or would have been included if not for any such error or omission) and notice hereof is given within six months of the Closing to the party to be charged, then such party agrees to make a payment to correct the error or omission. This paragraph shall survive delivery of the deed

10. CONDITION OF PREMISES:

All appliances and systems included in the sale are to be in brand new and working condition. Seller will also deliver to Buyer at closing all keys to the premises, garage door openers and manufacturers' warranties and instructions and specification booklets that go with appliances, if any to the extent that Seller possesses these items.

11. BUYER ACKNOWLEDGEMENT:

By signing below BUYER hereby represents, warrants, and agrees that BUYER understands that the role of their attorney as named in this Agreement is merely to negotiate this Agreement on their behalf and certify title, and shall not include research or due diligence related to building code, zonings laws, land use, federal or state income tax ramifications, estate planning or divorce related matters, or if the premises is a Condominium, review of condominium documents beyond compliance with Massachusetts General Laws Chapter 183A. The provisions of this paragraph shall survive the recording of the deed or termination of this Agreement.

12. COMMITMENT:

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Commitment' referenced in the Purchase & Sale "Mortgage Commitment" paragraph, shall mean firm written commitment on the terms for which the Buyer applied subject only to conditions within Buyer's control and diligent efforts shall mean applying to one institutional lender. Buyer agrees that Buyer shall contact Buyer's lender to discuss the mortgage commitment status, and any possible conditions or contingencies that have potential to impact financing, at least twenty four hours prior to the expiration of the mortgage contingency deadline. Buyer understands that if a mortgage commitment with terms Buyer can comply with cannot be issued Buyer can either (1) request an extension of the commitment deadline and terminate the transaction if an extension will not be allowed in order to protect buyer's deposit; or (2) take no action and risk the deposit if Buyer feels confident financing will be obtained without problematic conditions in time for closing, in which case, the mortgage contingency will be waived. Buyer shall be responsible for calendaring the mortgage commitment deadline and for contacting the attorney by 9:00 am on the expiration of the mortgage contingency date to confirm the manner in which Buyer would like to proceed.

13. COVID-19 IMPACT INDEMNIFICATION:

BUYER and SELLER mutually agree that the time for performance under this Agreement may be extended by either party due to conditions beyond the control of the BUYER or the SELLER, which materially affect either party's ability to close in a timely fashion pursuant to this Agreement. This includes but is not limited to: (i) delays caused by an Act of God, (ii) declared state of emergency or public health emergency, (iii) disease-related delays (including, without limitation, delays related to the COVID-19 pandemic), (iv) government-mandated quarantine, (v) war, (vi) acts of terrorism, and/or (vii) order of government or civil or military authorities (each, an "Extension Event" and collectively, the "Extension Events").

Notwithstanding anything to the contrary as set forth in this Agreement, if an extension is agreed to by the parties due to the occurrence of any one or more of the foregoing Extension Events (an "Extension"), and the BUYER's mortgage commitment or rate lock would expire prior to the expiration of said Extension, then said Extension shall continue at Buyer's option, only until the BUYER's mortgage commitment or rate lock expires. BUYER's decision to pursue an extension of its rate lock shall be made in BUYER's sole discretion. Notwithstanding the foregoing, any such Extension shall be for a commercially reasonable period of time, not to exceed ten (10) business days, unless the parties mutually agree otherwise.

BUYER and SELLER further acknowledge that the above issues may affect certain Interested Parties to said transaction from performing in a timely fashion. The term "Interested Parties" shall include, without limitation, any lender(s), appraiser(s), listing agent(s), BUYER's agent(s), SELLER's attorney and BUYER's attorney. BUYER and SELLER shall hold any such Interested Parties harmless for potential performance delays. This clause shall survive delivery of the deed.

14. SALE PROCEEDS FIRM POLICY

Dalton & Finegold does not wire transfer sale proceeds to personal or corporate accounts. Sale proceeds are delivered via check from our conveyancing account. In our

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sole discretion, Dalton & Finegold may wire proceeds to an attorney IOLTA or a licensed title agent's conveyancing account. Dalton & Finegold will only accept wire instructions completed on our form and delivered in person or by overnight and phone verification completed prior to transfer. Dalton & Finegold will not accept changes to wiring instructions and we will not wire sale proceeds if a check has been previously disbursed.

Witness this ___ day of March, 2023

BUYER

Rey Arlen Vanderpool dotloop verified 04/03/23 12:22 PM EDT PYQV-DAVA-QRUK-VOVW

Rey Arlen Vanderpool

SELLER

Solmon Chowbury dotloop verified 04/04/23 6:52 AM EDT CQNY-2DUH-2GK5-RH2K

Shanti Acquisition LLC

WIRE FRAUD ADDENDUM

Property Address: 8 Ashton Street, Unit 2, Boston, MA 02124

Incidents of wire fraud in real estate transactions are rising daily. Criminal hackers target buyers, sellers, real estate agents, loan officers, mortgage bankers and attorneys involved in real estate transactions. They have become sophisticated and well versed in real estate transactions and the persons/procedures involved therein. Thus, please treat all communications relative to wire transfers as fraudulent unless and until you confirm the correspondence.

Fraudulent e-mails contain false wire instructions and direct people to wire closing funds to bank accounts that are owned by hackers. These emails may appear to be genuine and purport to contain the senders' company e-mail information. While the email will look like it came from a trusted sender, and many times will contain a signature or attributes that resemble a trusted sender, the email routes itself to the hacker/scammer. Further complicating things, the scammer/hacker's email may also reference personal information or details about the transaction and mimic the tone of past emails. Fraudulent email addresses typically appear to befrom someone you are working with, or a business involved with the transaction.

With our effort to safeguard you, your personal information and your finances, we ask that you **NEVER** send sensitive personal data via unsecured email (this includes bank account numbers,

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credit card numbers, social security numbers and/or any documents that might contain that information). The sensitive information may be uploaded to our secure portal Qualia Connect.

For any wires sent to Dalton & Finegold, the account will be in the name of Dalton & Finegold and located at either First Republic Bank, Leaders Bank or Bank of New England. If you receive instructions with any variation to this account name, please call our office immediately. When you are working with our office, wire instructions will be sent through Qualia Connect. The Buyer agrees not to wire to any other payee or any other Bank and shall not accept any other wire instructions from any other source. Buyer shall call Dalton & Finegold to verify that the wire instructions they have are authentic and accurate prior to sending their wire. Dalton & Finegold shall be indemnified and held harmless against all losses, court costs, and reasonable attorney fees, for Buyer's failure to comply with this paragraph and Rider.

Dalton & Finegold does not wire transfer sale proceeds to personal or corporate accounts. Sale proceeds will be delivered via check from our conveyancing account. In our sole discretion, Dalton & Finegold may wire proceeds to an attorney IOLTA, or either a qualified 1031 intermediary exchange company or a licensed title agent's conveyancing account. Dalton & Finegold will only accept wire instructions completed on our form and delivered in person or by overnight and phone verification completed prior to transfer. Dalton & Finegold will not accept changes to wiring instructions and will not wire sale proceeds if a check has been previously disbursed.

The undersigned persons do hereby assent, agree, and warrant that they have read and understand the foregoing and hereby sign this document with the full understanding of the same.

Witness this ___ day of March, 2023

Rey Arlen Vanderpool dotloop verified 04/03/23 12:22 PM EDT DEFF-S6UK-0XHZ-NGUZ

Rey Arlen Vanderpool

Shanti Acquisition LLC, a Limited Liability Company

By: Solmon Chowdhury dotloop verified 04/04/23 6:52 AM EDT 4HFI-OZWN-DT7J-9HAE

Solmon Chowdhury, Manager

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Bk: 69282 Pg: 88 Page: 1 of 9
Recorded: 08/01/2023 10:48 AM
ATTEST:Stephen J. Murphy, Register
Suffolk County Registry of Deeds

Master Deed
8 Ashton Street Condominium
8 Ashton Street, Dorchester, MA 02124

Shanti Acquisition LLC., a Massachusetts Limited Liability Company, hereinafter referred to as the ("Declarant"), being the sole owner of the land at 8 Ashton Street, Dorchester, Suffolk County, Massachusetts, described in Paragraph 1 below, does hereby, by duly executing and recording this Master Deed, submit said land, together with the buildings and improvements erected thereon, and all easements, rights and appurtenances belonging thereto(hereinafter referred to as the "Condominium"), to the provisions of Chapter 183A of the General Laws of the Commonwealth of Massachusetts, and does hereby state that it proposes to create, and does hereby create, with respect thereto, a Condominium to be governed by and subject to the provisions of said Chapter 183A.

1. Description of Land:

The land with the building thereon being now known as and numbered 8 Ashton Street in that part of said Boston formerly Dorchester, and bounded and described as follows:

WESTERLY on Ashton Street, sixty (60) feet;

NORTHERLY by land of John E. Flynn, eighty-five (85) feet;

EASTERLY by land now or formerly of Nahua Ward, sixty (60) feet; and

SOUTHERLY by land now or formerly of Andrew J. Ward, eighty-five (85) feet.

Property Address: 8 Ashton Street, Dorchester, MA 02124

For title see Suffolk County Registry of Deeds, Book 63567, Page 57.

2. Description of Building

There is one building (hereinafter referred to as "the Building") located on the land above described. In total, there are six residential units in the Building. The Building is constructed primarily of wood, with Hardie plank siding and a rubber roof. The Building is located at 8 Ashton Street, Dorchester, Suffolk County, Massachusetts 02124.

3. Description of Units.

The designation of each Condominium unit (the "Units") in the Building, a statement of its location, approximate area, number of rooms, the immediate common area to which it has access, and its proportionate interest in the common areas and facilities, are set forth on Exhibit A annexed hereto and made a part hereof. The boundaries of each of the Units with respect to the floors, ceilings, walls, doors and windows thereof, are as follows:

(a) Floors. The plane of the upper surface of the floor joists.
(b) Ceilings. The plane of the lower surface of the roof rafter above, at the top floor.

Book 2023 Page 310
(2)

AAB 06/15/26, Page 103

(c) Interior Walls. The plane of the interior surface of the wall studs or furring facing such Unit.

(d) Exterior Walls, Doors, and Windows. As to walls, the plane of the interior surface of the wall studs or furring facing such Unit; as to doors, the exterior surface thereof; and as to windows, the exterior surface of the glass and of the window frames.

4. Description of Common Areas and Facilities.

The common areas and facilities of the Condominium (the "Common Elements) consist of the entire Condominium, including all parts of the Building other than the Units, and include, without limitation, the following:

(a) The land above described, together with the benefit of and subject to all rights, easements, restrictions and agreements of record, insofar as the same may be in force and applicable.

(b) The foundation, structural columns, girders, beams, supports, exterior walls, roof, entrances and exits of the Building, and common walls within the Building.

(c) The entrance lobbies, halls and corridors serving more than one Unit; and the mailboxes, stairways, LULA and mechanical rooms, if any.

(d) Installations of central services, such as power, light, gas, hot and cold water, heating, air conditioning, and waste disposal, including all equipment attendant thereto (but not including equipment contained within and/or servicing a single Unit).

(e) All conduits, chutes, ducts, plumbing, wiring, flues and other facilities for the furnishing of; utility services or waste removal which are contained in portions of the Building contributing to the structure or support thereof, and all such facilities contained within any Unit which serve parts of the Building other than the Unit within which such facilities are contained.

(f) The Balconies and Deck of the Building, provided, however that each Unit Owner shall have an easement for the exclusive use of the balconies and deck extending from the exterior wall of his Unit, as described in the Unit Deeds, subject to the rights of other Unit Owners to use said decks as an alternate means of egress in the case of an emergency. Balconies marked on the plans as exclusive use shall be maintained solely by the benefited unit owner. Unit 1 has no balcony.

(g) The yards, lawns, and the improvements thereon and thereof, including walls, bulkheads, railings, steps, lighting fixtures and planters.

(h) Such additional common areas and facilities as may be defined in Chapter 183A.

(i) All heating equipment and other apparatus and installations existing in the Building for the common use, or necessary or convenient for the existence, maintenance or safety of the Building.

(j) Parking. There are six (6) garage parking spaces as shown on the plans Recorded herewith. Each Unit Owner, shall be granted a garage space by easement included in the Unit Deed. There shall be appurtenant to each Unit owner an easement for the exclusive use of the parking space so granted by the Declarant in the Unit Deed. The unit owner so benefited shall be responsible for the upkeep of the parking space area. Storage of unregistered vehicles is prohibited. Boat storage is prohibited.

(k) Deck/Balcony Easements. Notwithstanding any provisions to the contrary, however, there shall be appurtenant to Units 1, 2, 3, 4, 5 and 6, an easement for the exclusive use of the Deck/Balcony adjoining the unit as set out on the plans. Said unit owners so benefited shall be responsible for the repair, maintenance, and any other expense associated with the Deck/Balcony to which it is granted an easement, including snow removal. Cooking on Deck/Balcony is allowed only if in compliance with City of Boston Fire Code.

5. **Floor Plans**

Simultaneously with the recording hereof, there has been recorded with Suffolk County Registry of Deeds a set of floor plans of the Building, prepared by **Beth A. McDougal, R.A.**, consisting of 1 sheet dated July 18, 2023 and signed July 18, 2023, and showing the layout, location, Unit numbers and dimensions of the Units, and stating the name of the Building, and bearing the verified statement of **Beth A. McDougal, R.A.**, certifying that the plans fully and accurately depict the layout, location, Unit numbers and dimensions of the Units as built and a Site Plan prepared by **Paul J. Tyrell, PLS** and dated July 10, 2023 and signed July 17, 2023 verifying the location of the Buildings.

6. Use of Building and Units.

The Units are intended only for residential purposes. No other use may be made of any Unit without the prior written consent of the Trustees of 8 Ashton Street Condominium Trust, which trust is hereinafter described. The Building (other than the Units) and the other Common Elements may be used only for such ancillary uses as are required in connection with such purposes.

7. Amendment of Master Deed.

This Deed may be amended by vote of at least 75% in beneficial interest of all Unit Owners, cast in person or by proxy at a meeting duly held in accordance with the provisions of the Condominium Declaration of Trust; or in lieu of a meeting, any amendment may be approved in writing by 50% in beneficial interest of all Unit Owners. Clerical amendments may be made by the Declarant at any time up to the sale of the last Unit.

8. Name of Condominium.

The Condominium is to be known as "8 Ashton Street Condominium". A trust through which the Unit Owners will manage and regulate the Condominium has been formed pursuant to said Chapter 183A. The name of the trust is "8 Ashton Street Condominium Trust". The name of the initial Trustee of the Trust is: Shanti Acquisition LLC. The Declaration of Trust contains by-laws enacted pursuant to said Chapter 183A.

9. Determination of Percentages in Common Elements.

The percentages of interest of the respective Units in the Common Elements have been determined upon the basis of the approximate relation which the fair value of each Unit on the date hereof bears to the aggregate fair value of all of the Units on this date.

10. Encroachments.

If any portion of the Common Elements now encroaches upon any Unit, or if any Unit now encroaches upon any other Unit or upon any portion of the common Elements, or if any such encroachment shall occur hereafter as a result of: (a) settling of the Building, or (b) alteration or repair to the Common Elements, or (c) as a result of repair or restoration of the Building or a Unit after damage by fire or other casualty, or (d) as a result of condemnation or eminent domain proceedings — a valid easement shall exist for such encroachment and for the maintenance of the same so long as such Building stands.

11. Pipes, Wires, Flues, Ducts, Cables, Conduits, Public Utility Lines, and other Common Elements Located Inside of Units.

There will be excluded from the conveyance of each of the Units so much of the Common Elements as is located within each Unit. Each Unit Owner shall have an easement in common with the owners of all other Units to use all pipes, wires, ducts, flues, cables, conduits, public utility lines and other Common Elements located in any of the other Units and serving his Unit. Each Unit shall be subject to an easement in favor of the owners of all other Units to use the pipes, wires, ducts, flues, cables, conduits, public utility lines and other Common Elements serving such other Units and located in such Unit. The Condominium Trustees shall have a right to access each Unit to inspect the same, to remove violations therefrom, and to maintain, repair or replace the Common Elements contained therein or elsewhere in the Building.

12. Units Subject to Master Deed, Unit Deed, Declaration of Trust, and Rules and Regulations.

All present and future owners, tenants, visitors, servants, and occupants of Units shall be subject to, and shall comply with, the provision of the Master Deed, the Unit Deed, the Condominium Declaration of Trust, and the Rules and Regulations, as they may be amended from time to time, and the items affecting the title to the Condominium as set forth in Paragraph 1 above. The recordation of a deed or the entering into occupancy of any Unit shall constitute an agreement that: (a) the provisions of this Master Deed, the Unit Deed, the Condominium Declaration of Trust, the Rules and Regulations, annexed to the Condominium Declaration of Trust, and the floor plans of the Condominium recorded simultaneously with and as a part of this Master Deed, as the foregoing may be amended from time to time, and the said items affecting title to the Condominium, are accepted and ratified by such owner, tenant, visitor, servant, occupant, or any person having at any time any interest or estate in the Unit, and all of such provisions shall be deemed and taken to be covenants running with the land and shall bind any person having at any time any interest or estate in the Unit, as though such provisions were recited and stipulated at length in each and every deed or conveyance or lease thereof; and (b) a violation of the provisions of this Master Deed, the Unit Deed, Condominium Declaration of Trust, or Rules and Regulations by any such person shall be deemed a substantial violation of the duties of the Condominium Unit owner.

13. Sale, Rental and Mortgaging of Units.

The Seller reserves to itself and its successors and assigns (a) the right to sell, rent or mortgage Units to any purchaser, lessee or mortgagee upon such terms and conditions as it may deem acceptable without procuring the consent of other Unit Owners or of the Condominium Trustees; (b) the right to transact any business within the Condominium to accomplish the foregoing; and (c) the right to use any Units owned by the Seller as models for display for the purpose of selling or leasing Units. In the event that there are unsold Units, the Seller shall have the same rights, as owner of unsold Units, as any other Unit Owner.

14. Invalidity.

The invalidity of any provision of this Master Deed shall not be deemed, to impair or affect the validity of the remainder of this Master Deed, and in such event, all of the other provisions of this Master Deed shall continue in full force and effect as if such invalid provision had never been included herein.

15. Waiver.

No provision contained in this Master Deed shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

16. Captions.

The captions herein are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of this Master Deed nor the intent of any provision hereof.

17. Conflicts.

Master Deed is set forth to comply with the requirements of Chapter 183A of the General Laws of the Commonwealth of Massachusetts. In case any of the provisions stated above conflict with the provisions of said statute, the provisions of said statute shall control.

18. Provisions for the Protection of Mortgagees

Notwithstanding anything in this Master Deed or in the Condominium Trust and By-Laws to the contrary, the following provisions shall apply for the protection of the holders of the first mortgages (hereinafter "First Mortgagees") of record with respect to the Units and shall be enforceable by any First Mortgagee:

(a) In the event that the Unit Owners shall amend this Master Deed or the Condominium Trust to include therein any right of first refusal in connection with the sale of a Unit, such right of first refusal shall not impair the rights of a First Mortgagee to:

(i) Foreclose or take title to a Unit pursuant to the remedies provided in its mortgage; or

(ii) Accept a deed (or assignment) in lieu of foreclosure in the event of default by a mortgagor; or

(iii)Sell or lease a Unit acquired by the First Mortgagee through the procedures described in subparagraphs (i) and (ii) above.

(b) Any party who takes title to a Unit through a foreclosure sale duly conducted by a First Mortgagee shall be exempt from any such right of first refusal adopted by the Unit Owners and incorporated in this Master Deed or the Condominium Trust.

(c) Any First Mortgagee who obtains title to a Unit by foreclosure or pursuant to any other remedies provided in its mortgage or by law shall not be liable for such Unit's unpaid common expenses or dues which accrued prior to the acquisition of title to such Unit by such First Mortgagee;

(d) Any and all common expenses, assessments and charges that may be levied by the Trust in connection with unpaid expenses or assessments shall be subordinate to the rights of any First Mortgagee pursuant to its mortgage on any Unit to the extent permitted by applicable law;

(e) A lien for common expenses assessments shall not be affected by any sale or transfer of a Unit, except that a sale or transfer pursuant to a foreclosure of a first mortgage shall extinguish a subordinate lien for assessments which became payable prior to such sale or transfer.

However, any such delinquent assessments which are extinguished pursuant to the foregoing provision may be reallocated and assessed to all Units as a common expense. Any such sale or transfer pursuant to a foreclosure shall not relieve the purchaser or transferee of a Unit from liability for, nor the Unit from the lien of, any assessments made thereafter.

AAB 06/15/26, Page 107

(f) Unless at least two-thirds (2/3) of the institutional first mortgage lenders holding mortgages on the individual units at the condominium have given their prior written approval, neither the Unit Owners nor the Trustees of the Condominium Trust shall be entitled to:

(i) By act or omission, seek to abandon or terminate the Condominium except in the event of substantial destruction of the Condominium premises by fire or other casualty or in the case of taking by condemnation or eminent domain;

(ii) Change the pro-rata interest or obligation of any individual Unit for the purpose of: (a) levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards, or (b) determining the pro-rata share of ownership of each Unit in the Common Areas and Facilities; provided that this prohibition shall be deemed waived to the extent necessary to allow the phasing of the Condominium pursuant to the rights reserved in this Master Deed; or

(iii) Partition or subdivide any Unit; or

(iv) By act or omission, seek to abandon, partition, subdivide, encumber, sell or transfer the common elements, provided, however, that the granting of easements for public utilities or for other public purposes consistent with the intended use of the common elements by the Condominium and the exercise of other actions with respect to granting of special rights of use or easements of General and Limited Common Areas and Facilities contemplated herein or in the Condominium Trust shall not be deemed an action for which any prior approval of a mortgagee shall be required under this Subsection; and further provided that the granting of rights by the Trustees of the Condominium Trust to connect adjoining Units shall require the prior approval of only the mortgagees of the Units to be connected; and provided further that this prohibition shall be deemed waived to the extent necessary to allow the phasing of the Condominium pursuant to the rights reserved in this Master Deed;

(v) Use hazard insurance proceeds for losses to any property of the Condominium (whether of Units or common elements) for other than the repair, replacement or reconstruction of such property of the Condominium, except as provided by statute in case of taking of or substantial loss to the Units and/or common elements of the Condominium.

(g) To the extent permitted by law, all taxes, assessments and charges which may become liens prior to a first mortgage under the laws of the Commonwealth of Massachusetts shall relate only to the individual units and not to the Condominium as a whole;

(h) In no case shall any provision of the Master Deed or the Condominium Trust give a Unit Owner or any other party priority over any rights of an institutional first mortgagee of the Unit pursuant to its mortgage in the case of a distribution to such Unit Owner of insurance proceeds or condemnation awards for losses to or a taking of such Unit and/or the Common Areas and Facilities of the Condominium;

(i) An institutional first mortgage lender, upon request to the Trustees of the Condominium Trust, will be entitled to:

(i) Written notification from the Trustees of the Condominium Trust of any default by its borrower who is an Owner of a Unit with respect to any obligation of such borrower under this

Master Deed or the provisions of the Condominium Trust which is not cured within sixty (60) days;

(ii) Inspect the books and records of the Condominium Trust at all reasonable times;

(iii) Receive an annual financial statement of the Condominium Trust within ninety (90) days following the end of any fiscal year of the Condominium Trust;

(l) Receive written notice of all meetings of the Condominium Trust, and be permitted to designate a representative to attend all such meetings;

(iv) Receive prompt written notification from the Trustees of the Condominium Trust of any damage by fire or other casualty to the Unit upon which the institutional lender holds a first mortgage or proposed taking by condemnation or eminent domain of said Unit or the Common Areas and Facilities of the Condominium;

(v) Receive written notice of any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Trust; and

(vii) Receive written notice of any action which requires the consent of a specified percentage of eligible mortgagees.

The Declarant intends that the provisions of this paragraph shall comply with the requirements of the Federal Home Loan Mortgage Corporation and The Federal National Mortgage Association with respect to condominium mortgage loans, and all questions with respect thereto shall be resolved consistent with that intention.

The provisions of this section may not be amended or rescinded without the written consent of all First Mortgagees, which consent shall appear on the instrument of amendment as such instrument is duly recorded with the Registry of Deeds in accordance with the requirements of this Master Deed.

AAB 06/15/26, Page 109

WITNESS the execution hereof, under seal, this 26th day of July, 2023.

Shanti Acquisition LLC.

By: Solmon Chowdhury, Manager

COMMONWEALTH OF MASSACHUSETTS

Plymouth, ss.

On this 26th day of July, 2023, before me, the undersigned notary public, personally appeared Solmon Chowdhury, Manager as Aforesaid, proved to me through satisfactory evidence of identification, which was a driver's license, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose on behalf of Shanti Acquisition LLC.

Brady J. McDevitt
Notary Public
COMMONWEALTH OF MASSACHUSETTS
My Commission Expires
September 7, 2029

Notary Public
My Commission Expires:

SCHEDULE A

TO THE MASTER DEED

Unit Description	Square Footage	Percentage	Location	Number of Rooms
1	1010	15.6%	1st Floor	LR/DR/K,BR,BA,BR,BA
2	1120	15.6%	1st Floor	LR/DR/K,BR,BA,BR,BA
3	1220	17.6%	2nd Floor	LR/DR/K,BR,BA,BR,BR,BR
4	1120	16.5%	2nd Floor	LR/DR/K,BR,BA,BR,BA
5	1225	18.0%	3rd Floor	LR/DR/K,BR,BA,BR,BA,BR
6	1120	16.7%	3rd Floor	LR/DR/K,BR,BA,BR,BA

The immediate common areas of which the units have access are hallways, walk ways, yard, deck, lobby and garage.

MA
2500.00

CITY OF BOSTON

The excise imposed by Chapter 190 of the Acts of 1982 in the amount of $ ~~2500.00~~ has been paid with respect to the 6 units of the condominium described in this master deed / lots in the consolidation contained on this consolidation plan / lots in the subdivision contained on this subdivision plan.

Assistant Collector-Treasurer

Outlook

Fw: Fw: 8 Ashton Street

From Griffin, Molly (DPL) <Molly.Griffin@mass.gov>
Date Fri 6/13/2025 8:38 AM
To Joyce, William (DPL) <William.Joyce@mass.gov>; Benitez, Arelyn (DPL) <Arelyn.Benitez@mass.gov>

1 attachment (7 KB)
image001.png;

Just forwarding for your visibility/awareness.

Thanks!
Molly

From: Rey Vanderpool <le.rey.arlen@gmail.com>
Sent: Thursday, June 12, 2025 9:09 PM
To: Griffin, Molly (DPL) <Molly.Griffin@mass.gov>
Subject: Re: Fw: 8 Ashton Street

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Thank you, Molly.

Interesting that Mr McDevitt responded because he told me in 2024 that he was no longer representing Mr Chowdhury after I filed a case in Small Claims Court for failure to release holdback funds for incomplete work in my condo unit.

Regards,
Rey

On Thu, Jun 12, 2025, 12:33 PM Griffin, Molly (DPL) <Molly.Griffin@mass.gov> wrote:

> Hi Rey,
>
> Please see the below email chain. Let me know if you have any questions.
>
> Thank you!
> Molly
>
> **Molly Griffin**

Program Coordinator
She/Her/Hers
Architectural Access Board
Office of Public Safety and Inspections
Division of Occupational Licensure
1 Federal Street, 6th Floor
Boston, MA 02110-2012
www.mass.gov/AAB
617-727-0660

From: Brady J. McDevitt, Esq. <Brady@mcdevittlawgroup.com>
Sent: Wednesday, April 16, 2025 11:02 AM
To: Solmon Chowdhury <Solmon@shantiboston.com>
Cc: Joyce, William (DPL) <William.Joyce@mass.gov>; Griffin, Molly (DPL) <Molly.Griffin@mass.gov>; Alfonso Sira <asira@sol-as.com>
Subject: RE: 8 Ashton Street

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.

Good Morning,
Mr. Chowdhury is out of the country and should be back next week to respond. All units of the condominium have sold, and the HOA has been transferred over to the unit owners.
Regards,
Brady

Brady J. McDevitt, Esq.



Hingham: 62 Derby Street, Suite 2, Hingham, MA 02043 (Overnight and Mail Address)
Milton: 2 Granite Avenue, Suite 260, Milton, MA 02186 (Appointment Only)
Rhode Island: 640 George Washington Hwy – Building B, Suite 103, Lincoln, RI 02865 (Appointment Only)
Direct Line: 857-267-2067
Phone: 617-282-7550 Extension 100
Facsimile: 1-617-282-5888
Email: Brady@McDevittLawGroup.com
www.mcdevittlawgroup.com

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of this e-mail is strictly prohibited. If you have received this e-mail in error, please reply immediately to the sender.

From: Joyce, William (DPL) <William.Joyce@mass.gov>
Sent: Monday, April 14, 2025 9:18:25 PM
To: Solmon Chowdhury <Solmon@shantiboston.com>
Cc: Griffin, Molly (DPL) <Molly.Griffin@mass.gov>; Alfonso Sira <asira@sol-as.com>
Subject: Re: 8 Ashton Street

Good afternoon Mr. Chowdhury,

Please see the below email chain. I would like to reiterate that you are currently in violation of the conditions of your variance, and the Board would be within its rights to begin enforcement action which could include fines of up to $1,000 per day per violation, issuing a cease and desist on the use of the building, and/or action against any professional licensees you may hold. You must immediately take all appropriate action to facilitate the installation of the Limited Use Limited Access (LULA) Elevator.

Please provide additional information on the steps you are taking to ensure the LULA is installed in a timely fashion. If we do not have a satisfactory plan in hand by the end of this week I will have no choice but to bring this matter before the Board at their next meeting.

Sincerely,

William Joyce
Executive Director
He/Him/His
Architectural Access Board
Office of Public Safety and Inspections
Division of Occupational Licensure
1 Federal Street, 6th Floor
Boston, MA 02118
617-727-0660
www.mass.gov/aab

From: Alfonso Sira <asira@sol-as.com>
Sent: Monday, April 14, 2025 12:56 PM
To: Joyce, William (DPL) <William.Joyce@mass.gov>
Cc: Griffin, Molly (DPL) <Molly.Griffin@mass.gov>; Solmon Chowdhury <solmon@shantiboston.com>
Subject: Re: 8 Ashton Street

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Good afternoon,

I do not know.

I believe you're Ccing the owner on this email, he can respond with a follow-up to your question.

Alfonso

On Mon, Apr 14, 2025, 12:52 PM Joyce, William (DPL) <William.Joyce@mass.gov> wrote:

> Good afternoon,
>
> I'm following up on my previous email. Do you have a date when the installation is scheduled to occur?
>
> Sincerely,
>
> **William Joyce**
> Executive Director
> He/Him/His
> Architectural Access Board
> Office of Public Safety and Inspections
> Division of Occupational Licensure
> 1 Federal Street, 6th Floor
> Boston, MA 02118
> 617-727-0660
> www.mass.gov/aab
>
> ---
>
> **From:** Alfonso Sira <asira@sol-as.com>
> **Sent:** Monday, March 31, 2025 5:37 PM
> **To:** Joyce, William (DPL) <William.Joyce@mass.gov>
> **Cc:** Griffin, Molly (DPL) <Molly.Griffin@mass.gov>; Solmon Chowdhury <solmon@shantiboston.com>
> **Subject:** Re: 8 Ashton Street
>
> 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.
>
> Good afternoon Mr Joyce,
>
> I spoke with the developer of the property, Solmon Chowdhury, whom I'm copying with this email.
>
> It is my understanding that the manufacturer of the Lula has been paid and the installation of the Lula has not occurred to this date.
>
> I will gather the relevant information and forward to you as soon as I have it.
>
> Sincerely,

Alfonso Sira

On Mon, Mar 31, 2025, 5:05 PM Joyce, William (DPL) <William.Joyce@mass.gov> wrote:

> Good afternoon Mr. Sira,
>
> It has been brought to our attention that this building has been occupied despite the fact that the LULA has yet to be installed. This would place the building in violation of the conditions of the August 7, 2023 decision. Can you please update me on the status of this building, or if you are no longer associated with this project who the correct individual to contact would be? The failure to comply with the existing order in this case can serve as a basis for the Board to begin enforcement action which may result in fines of up to $1,000 per day per violation.
>
> Sincerely,
>
> **William Joyce**
> Executive Director
> He/Him/His
> Architectural Access Board
> Office of Public Safety and Inspections
> Division of Occupational Licensure
> 1 Federal Street, 6th Floor
> Boston, MA 02118
> 617-727-0660
> [www.mass.gov/aab]www.mass.gov/aab

Outlook

Re: 8 Ashton Street

From Benitez, Arelyn (DPL) <Arelyn.Benitez@mass.gov>
Date Thu 6/12/2025 4:00 PM
To Joyce, William (DPL) <William.Joyce@mass.gov>
Cc Griffin, Molly (DPL) <Molly.Griffin@mass.gov>

Hello everyone,

I will take care of it!

Thank you,

Arelyn Benitez
Compliance Officer I
She/Her
Architectural Access Board
Office of Public Safety and Inspections
Division of Occupational Licensure
One Federal Street, Suite 600
Boston, MA 02118
(617) 727-0660
[www.mass.gov/aab]www.mass.gov/aab

From: Joyce, William (DPL) <William.Joyce@mass.gov>
Sent: Thursday, June 12, 2025 3:51 PM
To: Benitez, Arelyn (DPL) <Arelyn.Benitez@mass.gov>
Cc: Griffin, Molly (DPL) <Molly.Griffin@mass.gov>
Subject: Fw: 8 Ashton Street

Good afternoon Arelyn,

Did I ever pass this along to you? If not then my bad and can you please review the underlying V docket in this case and open up a staff complaint about Petitioner's failure to comply with the conditions of the variance.

Sincerely,

William Joyce
Executive Director
He/Him/His
Architectural Access Board
Office of Public Safety and Inspections
Division of Occupational Licensure
1 Federal Street, 6th Floor

Boston, MA 02118
617-727-0660
[www.mass.gov/aab]www.mass.gov/aab

From: Griffin, Molly (DPL) <Molly.Griffin@mass.gov>
Sent: Thursday, June 12, 2025 12:33 PM
To: Joyce, William (DPL) <William.Joyce@mass.gov>
Subject: Fw: 8 Ashton Street

Has the staff complaint been officially filed, or how do we go about doing that?

Thanks!

From: Rey Vanderpool <le.rey.arlen@gmail.com>
Sent: Thursday, June 12, 2025 12:15 PM
To: Joyce, William (DPL) <William.Joyce@mass.gov>
Cc: Griffin, Molly (DPL) <Molly.Griffin@mass.gov>
Subject: Re: 8 Ashton Street

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-

I just left a voicemail for Molly Griffin- I have been trying to speak with someone at the AAB since February regarding the failed installation of an elevator at 8 Ashton Street.

I would appreciate it if someone could call or email me to assist with this matter.

Regards
Rey Vanderpool
617-581-4011

On Mon, May 12, 2025, 9:08 AM Rey Vanderpool <le.rey.arlen@gmail.com> wrote:

> Good morning,
> I'm following up on the complaint I filed in February 2025 with regards to failure to install the LULA elevator at 8 Ashton Street in Dorchester Center. This project has been pending since at least 2023 when all condo units were sold and occupied by their respective owners (I own/reside in unit 2).
> I have yet to receive a response from the developer of this project, Mr Solmon Chowdhury of Shanti Acquisitions LLC, about its completion. Garaventa, who is contracted to complete the installation, is unable to release any information about the project status to me because I do not work for Shanti Acquisitions.
> Is there any update on how the Architectural Access Board may be able to assist in this matter?
>
> Regards,
> Rey Vanderpool

On Mon, Apr 14, 2025, 10:37 AM Rey Vanderpool <le.rey.arlen@gmail.com> wrote:

> Good morning,
>
> I am following up with a question from one of our condo owners at 8 Ashton Street with regards to the incomplete LULA elevator.
>
> Since I have been unsuccessful at obtaining the list of required items from Mr Chowdhury (the developer) after several attempts, and Garaventa will not release the information to me since I am not listed on their contract- would the AAB be able to contact Mr. Chowdhury or Garaventa to acquire the list?
>
> Thank you,
> Rey Vanderpool

On Mon, Mar 31, 2025, 4:19 PM Rey Vanderpool <le.rey.arlen@gmail.com> wrote:

> Hi William-
>
> Thank you for your message. All 6 units of the 8 Ashton Street condo were sold and are occupied by the owners as of August 2023, including myself (I own/live in unit 2). No major construction is pending- just the installation of the LULA elevator.
>
> I look forward to hearing what next steps can be taken since myself and our HoA President Izzy Metellus (she owns/lives in unit 6) have had very little cooperation from Mr Solomon Chowdhury, the owner of Shanti Acquisitions LLC whom is responsible for the constructions of the condo building.
>
> -Rey Vanderpool

On Mon, Mar 31, 2025 at 3:33 PM Joyce, William (DPL) <William.Joyce@mass.gov> wrote:

> Good afternoon,
>
> This matter has been referred to me by Ms. Griffin, and I had one or two questions to clarify the Board's current scope of involvement here. A review of the City of Boston's permitting system seems to indicate that the permits at issue are still open and that no Certificate of Occupancy has been issued for this building. Do you or anyone else currently reside at 8 Ashton Street, or is the site still under construction?
>
> Sincerely,
>
> **William Joyce**
> Executive Director
> He/Him/His
> Architectural Access Board
> Office of Public Safety and Inspections
> Division of Occupational Licensure

1 Federal Street, 6th Floor
Boston, MA 02118
617-727-0660
www.mass.gov/aab

Name	**6 Unit Residential**	**Docket #**	V 21 - 054
Address	**8 Ashton Street**	**Docket #**	C -
City	**Boston**	**Hearing**	6/26/2023
Bldg Type	Res. Condo	**Time of hearing**	**11:00 AM**
Complaint's Name		**Plans on file?**	
Complaint ?	**Variance ?**	**Request for continuance?**	
Jurisdiction:	3.2	All new construction of public buildings/facilities shall comply fully with 521 CMR.	

Building Permits: ERT1099862- Applied for, not issued (date and amount not provided)

Assessed Value: N/a new construction



Variances to be addressed:

28.1 (elevator)

See AAB 2

On March 31, 2021, the Board received an Application for Variance for the above referenced address. At its April 26, 2021 meeting, the Board voted to Deny the variance request as impracticability had not been proven. On May 4, 2021, the Board received a Request for Adjudicatory Hearing from the Petitioner. The Petitioner also submitted a letter requesting permission to install a LULA lift. Notice of Hearing was sent to all parties. At the July 21, 2021 hearing, the Board voted to GRANT the application for relief from521 CMR 28.1 to permit use of a LULA on the CONDITIONS that: (1) the first-floor apartments shall be designed as Group 2; (2) the second-floor apartments shall be designed as Group 1. If the LULA cannot run from the parking area to the second floor, the Petitioner shall advise the AAB as soon as possible and the Board will review the matter again based on that limitation. (see AAB 113-146)

On July 5, 2022, the Board received notice that Owner's representative for this variance request changed and also received additional documents from Petitioner detailing that the project had been modified and the LULA would no longer be serving the second floor; instead it was proposed for the LULA to run from the garage to first floor only. At the July 25, 2022 meeting, the Board voted to Continue the case and requested additional clarification as to why the LULA cannot be used (see AAB 63-112)

On February 1, 2023, the Board received a letter from Petitioner stating the reason for the change in LULA design was due to a financial hardship for the project. At the February 27, 2023 meeting, the Board reviewed this letter and voted to schedule a hearing for this case. Notice was sent to all parties (see AAB 54-62)

On March 3, 2023, the Board received an updated authorization letter for the representative for this case (see AAB 54-55)

At the March 27, 2023 hearing, the Board voted to the application for relief from 521 CMR 28.1 and REQUIRE that the Petitioner provide additional information, including new architectural drawings (as were required in the prior decision), as well as specifications for a LULA with a run to the second floor, if possible (see AAB 49-53)

On April 16, 2023, the Board received the requested information from the Petitioner (see AAB 8-48)

At the May 8, 2023 meeting, the Board voted to schedule a hearing for this case. Notice was sent to all parties (see AAB 3-7)

Souders, Bradley (DPL)

From: Souders, Bradley (DPL)
Sent: Monday, May 22, 2023 11:38 AM
To: Alfonso Sira
Subject: 6 Unit Residential, 8 Ashton Street, Boston (V21-054) - Notice of Rescheduled Hearing
Attachments: (V21-054) - Notice of Rescheduled 4th Hearing.pdf

Good morning,

Due the cancellation of the May 22, 2023 Architectural Access Board meeting and its impact on future hearing dates, your case has been rescheduled for June 26, 2023 at 11:00 AM. We apologize for this inconvenience. The remote join information can be found below. Please reach out if you have any questions.

Join on your computer, mobile app or room device
Click here to join the meeting
Meeting ID: 267 162 465 010
Passcode: Yucrsd
Download Teams | Join on the web
Or call in (audio only)
+1 857-327-9245,,492370207# United States, Boston
Phone Conference ID: 492 370 207#
Find a local number | Reset PIN
Learn More | Meeting options

Best,

Bradley Souders (he/him/his)
Office Support Specialist II
Architectural Access Board
Office of Public Safety and Inspections
Division of Occupational Licensure
1000 Washington Street, Suite 710
Boston, MA 02118
O: 617-826-5256
M: 857-289-5276

MAURA HEALEY
GOVERNOR

KIM DRISCOLL
LIEUTENANT GOVERNOR

YVONNE HAO
SECRETARY, HOUSING AND ECONOMIC DEVELOPMENT

Commonwealth of Massachusetts
Division of Occupational Licensure
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

RESCHEDULED HEARING NOTICE

Docket Number **V 21 054**

RE: 6 Unit Residential , 8 Ashton Street , Boston

You are hereby notified that an informal adjudicatory hearing before the Architectural Access Board has been rescheduled for you to appear on Monday, **June 26, 2023** at **11:00 AM** Remote meeting information will be sent out prior to the hearing date.

This hearing is upon an application for variance filed by Alfonso Sira for modification of or substitution of the following Rules and Regulations: Section See Application

A copy of the application is available for public inspection during regular business hours.

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

Date: May 22, 2023

Chairperson

cc: Independent Living Center
Local Building Inspector
Local Disability Commission

MAURA HEALEY
GOVERNOR

KIM DRISCOLL
LIEUTENANT GOVERNOR

YVONNE HAO
SECRETARY, HOUSING AND ECONOMIC DEVELOPMENT

Commonwealth of Massachusetts
Division of Occupational Licensure
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

RESCHEDULED HEARING NOTICE

Docket Number **V 21 054**

RE: 6 Unit Residential , 8 Ashton Street , Boston

You are hereby notified that an informal adjudicatory hearing before the Architectural Access Board has been rescheduled for you to appear on Monday, **June 5, 2023** at **11:00 AM**
Remote meeting information will be sent out prior to the hearing date.

This hearing is upon an application for variance filed by Alfonso Sira for modification of or substitution of the following Rules and Regulations: Section See Application
A copy of the application is available for public inspection during regular business hours.

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

Date: May 19, 2023

Chairperson

cc: Independent Living Center
Local Building Inspector
Local Disability Commission

MAURA HEALEY
GOVERNOR

KIM DRISCOLL
LIEUTENANT GOVERNOR

YVONNE HAO
SECRETARY, HOUSING AND ECONOMIC DEVELOPMENT

Commonwealth of Massachusetts
Division of Occupational Licensure
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 21 054**

RE: 6 Unit Residential , 8 Ashton Street , Boston

You are hereby notified that an informal adjudicatory hearing before the Architectural Access Board has been scheduled for you to appear on Monday, **July 24, 2023** at **11:00 AM**
Remote meeting information will be sent out prior to the hearing date.

This hearing is upon an application for variance filed by: Alfonso Sira for modification of or substitution of the following Rules and Regulations: See Application
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

Dawn Granville WJ

Chairperson

Date: May 10, 2023

cc: Local Building Inspector
Independent Living Center
Local Disability Commission

MAURA HEALEY
GOVERNOR

KIM DRISCOLL
LIEUTENANT GOVERNOR

YVONNE HAO
SECRETARY, HOUSING AND ECONOMIC DEVELOPMENT

Commonwealth of Massachusetts
Division of Occupational Licensure
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

THIRD AMENDED NOTICE OF ACTION

Docket Number **V 21 054**

RE: 6 Unit Residential , 8 Ashton Street , Boston

On April 16, 2023 the Architectural Access Board received an additional submission from Petitioner The additional documents were reviewed by the Board on May 8, 2023 At that meeting, the Board voted as follows:

#	Section	Result
1	28.12.1	**SCHEDULE** 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: May 9, 2023

Dawn Granville WJ
Chairperson

cc: Local Disability Commission
Local Building Inspector

Souders, Bradley (DPL)

From: Alfonso Sira <asira@sol-as.com>
Sent: Sunday, April 16, 2023 9:21 PM
To: Joyce, William (DPL) <William.Joyce@mass.gov>
Cc: Solmon Chowdhury <solmon@shantiboston.com>; Ross, Michael P. <mross@princelobel.com>
Subject: Re: 8 Ashton Street Boston MA AAB Docket No. V21-054

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.

William Joyce,

I'm following up to the last MAAB meeting we had where more information was requested.

Find attached a pdf with additional information.

Please, let me know if you have any questions.

Best Regards,

Alfonso

Commonwealth of Massachusetts
Architectural Access Board
1000 Washington Street,
Suite 710
Boston, MA 02118

April 5, 2023

Project address: 8 Ashton Street, Boston, MA 02124, AAB Docket No. V21-054

Dear William Joyce,

I am writing to you to follow up on the additional information that was requested after the MAAB meeting held on March 27, 2023.

I have complied the following information into a pdf:

1. Drawing A-100, Revised 1st Floor Plan for 8 Ashton St, Boston, MA. Updated to show Type 2 Units
2. Hardship letter from Shanti Acquisitions LLC.
3. Notice of Action Letter from MAAB for 47 Sargent St, Dorchester, MA
4. Savaria LULA drawings
5. Garaventa Lift drawings used in the 47 Sargent St, Dorchester, MA project.

Let me know if you have any questions or if you need additional information.

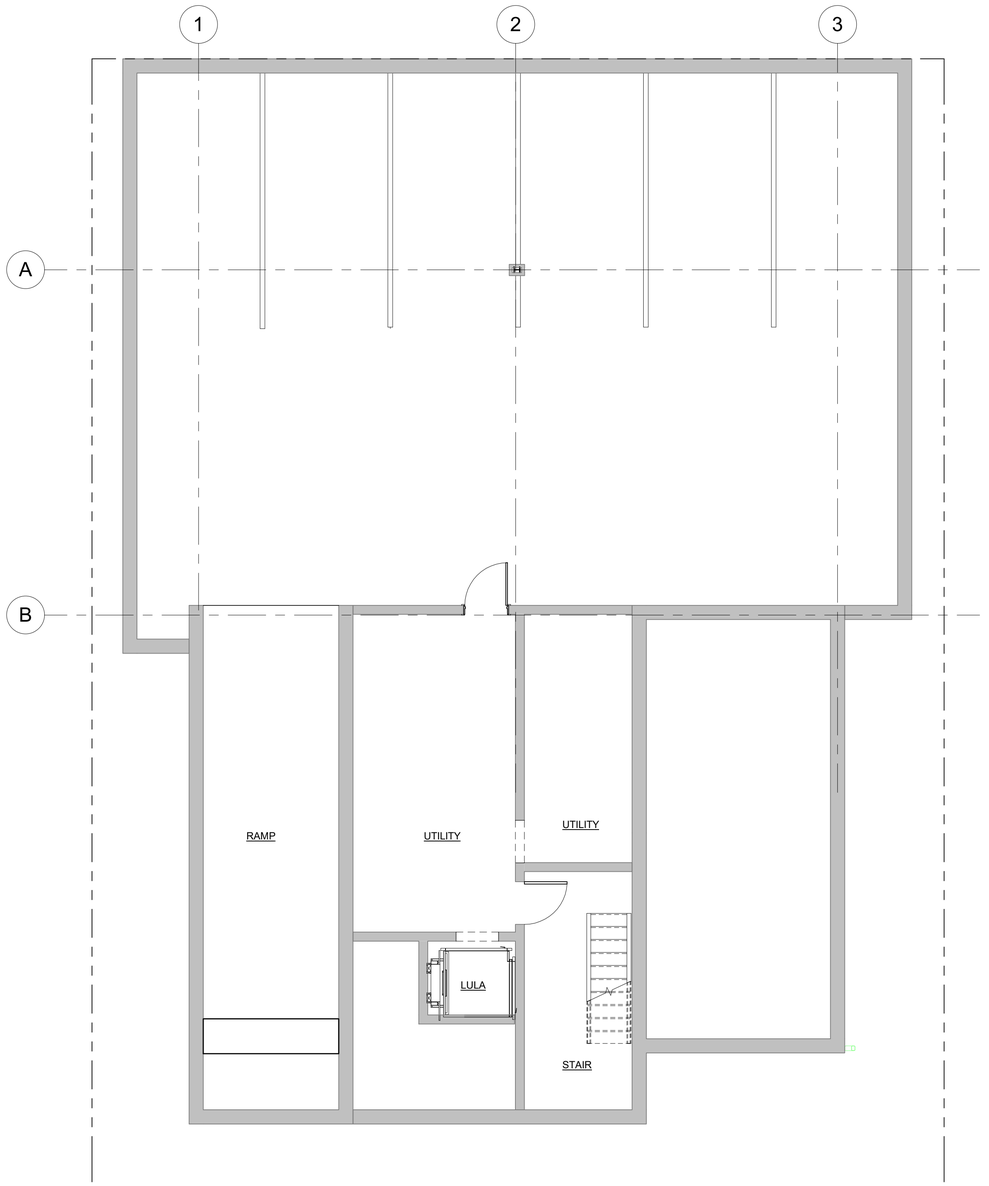
Please, let me know how to proceed.

Best Regards,

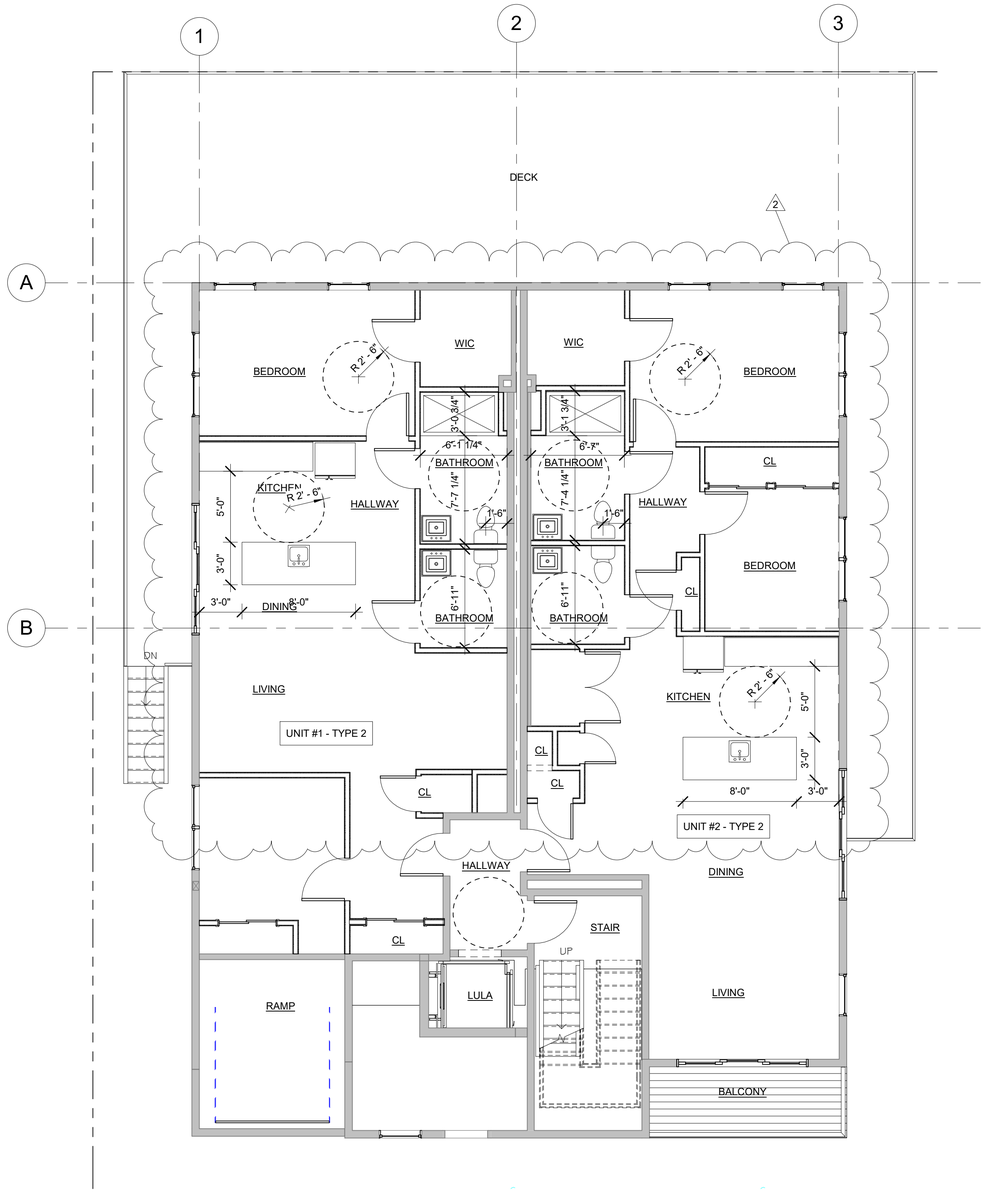


Alfonso Sira RA Ncarb
Sol and Associates Inc

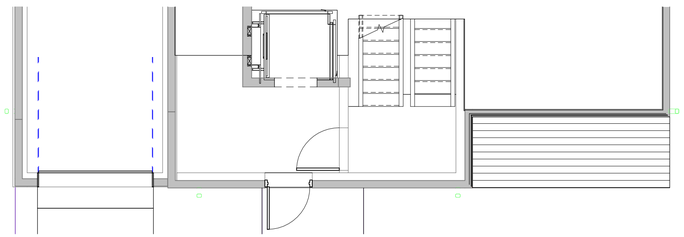
1- REVISED 1ST FLOOR PLAN



1 Basement Floor Plan.
3/16" = 1'-0"



3 1st Floor Plan.
3/16" = 1'-0"



2 Entrance Floor Plan.
3/16" = 1'-0"

PROJECT NAME

NEW 6 UNIT MULTIFAMILY

PROJECT ADDRESS

8 Ashton Street, Boston, MA 02124

CLIENT

Shanti Acquisitions, LLC

ARCHITECT

SOL AND ASSOCIATES INC
523 MEDFORD ST
CHARLESTOWN, MA 02129
TELEPHONE: 617-869-6806

CONSULTANTS:

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REGISTRATION

Project number	SC21-012
Date	02/28/2022
Drawn by	SA
Checked by	SA
Scale	3/16" = 1'-0"

REVISIONS

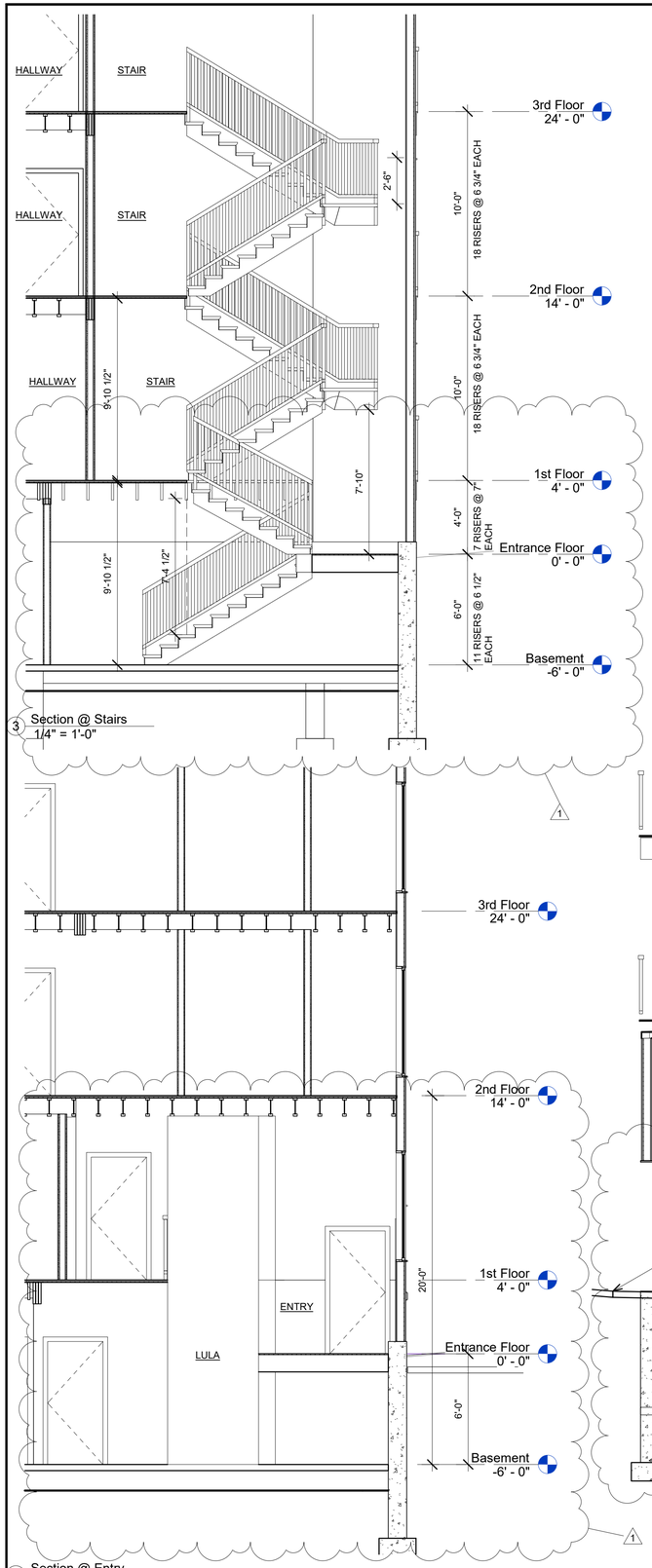
No.	Description	Date
2	Update Type 2 units	04/03/2023

Basement, Entrance and First Floor Plans

A-100

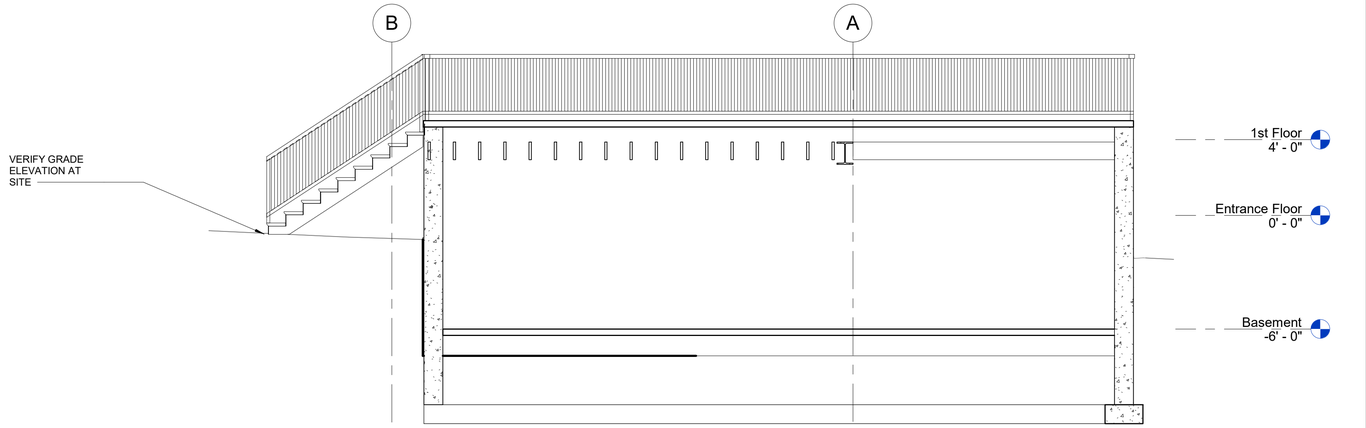
NEW 6 UNIT MULTIFAMILY

C:\Users\Alfonso Sira\OneDrive\Jobs\Solmon Chowdhury\8 Ashton\Model\8 Ashton St Dorchester MA Condo Doc Final .rvt
5/2023 6:40:00 PM

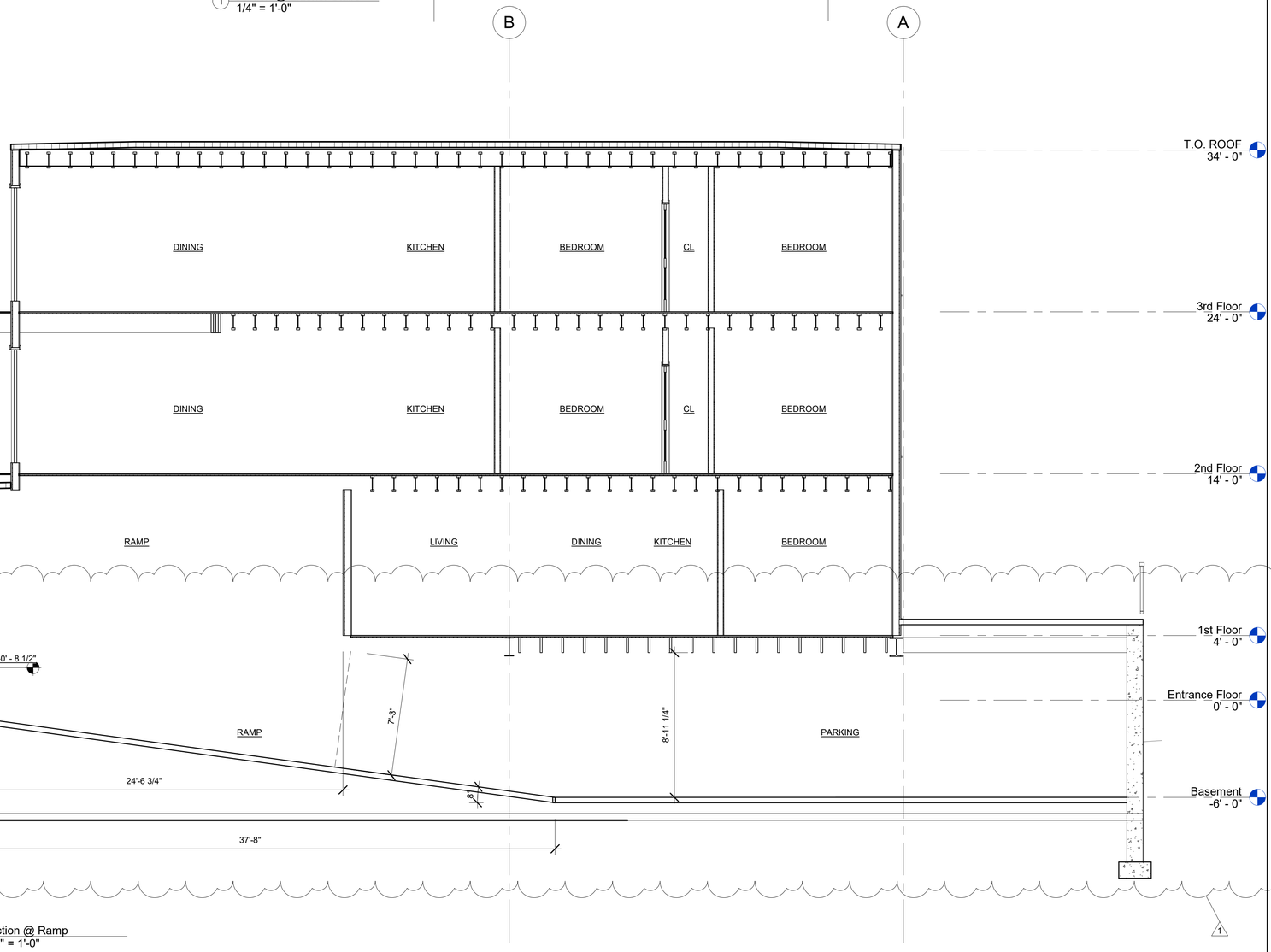


3 Section @ Stairs
1/4" = 1'-0"

4 Section @ Entry
1/4" = 1'-0"



1 Section @ Exterior Stairs
1/4" = 1'-0"



2 Section @ Ramp
1/4" = 1'-0"

PROJECT NAME

NEW 6 UNIT MULTIFAMILY

PROJECT ADDRESS

8 Ashton Street, Boston, MA 02124

CLIENT

Shanti Acquisitions, LLC

ARCHITECT

SOL AND ASSOCIATES INC
523 MEDFORD ST
CHARLESTOWN, MA 02129
TELEPHONE: 617-869-6806

CONSULTANTS:

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REGISTRATION

Project number	SC21-012
Date	02/28/2022
Drawn by	SA
Checked by	SA
Scale	1/4" = 1'-0"

REVISIONS

No.	Description	Date
1	Amendment #1	01/06/2022

Sections

A-400

NEW 6 UNIT MULTIFAMILY

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6/2023 4:33:31 PM

2 - SHANTI HARDSHIP LETTER

Shanti Acquisitions LLC.

2225 Washington st Roxbury,MA 02119

Commonwealth of Massachusett Architectural Access Board
1000 Washington Street,
Suite 710
Boston, MA 02118

Apr 4, 2023

Project address: 8 Ashton Street, Boston, MA 02124, AAB Docket No. V21-054

Dear William Joyce,

I am writing to you to follow up on your request for an explanation regarding why the LULA can no longer travel to the second floor. Unfortunately, my company is experiencing financial hardship due to general cost increases. Construction materials costs are incling daily along with the market. As of now, the cost of an elevator that travels beyond 14 feet will cost roughly $350,000 with labor and materials. The LULA we are proposing costs roughly $40,000, it can only travel up to 14 feet stopping at the basement, and first floor entry. In our previous 6 unit project located at 47 Sargent St, Roxbury, MA. the same LULA was approved and built to reach up to 10 feet extending from basement to first floor. This specific model would be ideal and more cost effective for the current budget. I've attached some supporting documents along with the approval for the previous project.

Please, advise how to proceed to receive your approval for this modification.

Best Regards,

Solmon Chowdhury
Shanti Acquisitions LLC.
617-438-2399
Solmon@shantiboston.com

3 - MAAB APPROVAL - 47 SARGENT ST

CHARLES D. BAKER
GOVERNOR

KARYN E. POLITO
LIEUTENANT GOVERNOR

JAY ASH
SECRETARY OF HOUSING AND ECONOMIC DEVELOPMENT

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

1 Ashburton Place, Rm 1310 • Boston • Massachusetts • 02108
V: 617-727-0660 • www.mass.gov/aab • Fax: 617-727-0665

JOHN C. CHAPMAN
UNDERSECRETARY OF CONSUMER AFFAIRS AND BUSINESS REGULATION

CHARLES BORSTEL
COMMISSIONER, DIVISION OF PROFESSIONAL LICENSURE

THOMAS HOPKINS
EXECUTIVE DIRECTOR

NOTICE OF ACTION

Docket Number **V 17 244**

RE: 6 Units with Garage Under , 47 Sargent Street , Dorchester

1. A request for a variance was filed with the Board by Sol and Associates, Inc. (Applicant) on August 31, 2017
The applicant has requested variances from the following sections of the 20 06 Rules and Regulations of the Board:

Section:	Description:
28.1	Petitioner seeks relief from having to install a elevator in this proposed new building, which consists of 6 dwelling units with garage parking underneath the building. The petitioner proposes to install a limited use limited access elevator (LULA) with a finished cab dimension reported to measure 59" x 51" inches. The LULA will comply with all other aspects of 521 CMR Section 28.6.3 et al.

2. The application was heard by the Board as an incoming case on Monday, September 11, 2017
3. After reviewing all materials submitted to the Board, the Board voted as follows:

GRANT: the variance request to Section 28.1 **as proposed** in the application submitted, for the reason that impracticability (see definitions of impracticability in Section 5 of 521 CMR) has been proven in this case and on the condition that the LULA that is installed, complies in full with 521 CMR Section 28.12.3 et al, accept for the cab size which is required to be 36"x60". This variance allows for both the installation of the proposed equipment, a LULA, as well as the cab size proposed 59" x 51" inches.
The Board further orders that no roof deck can be installed in perpetuity.

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.

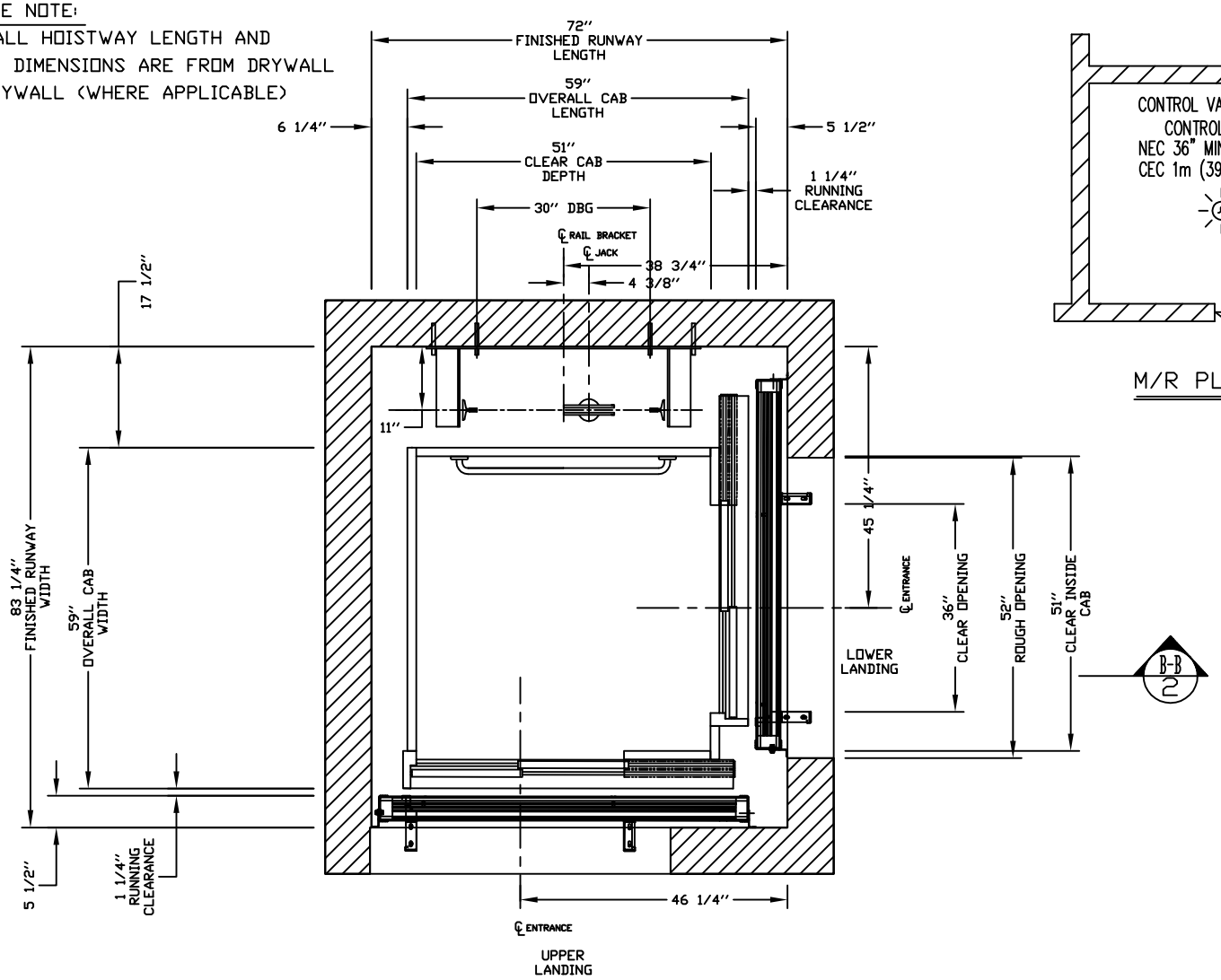
Date: September 14, 2017

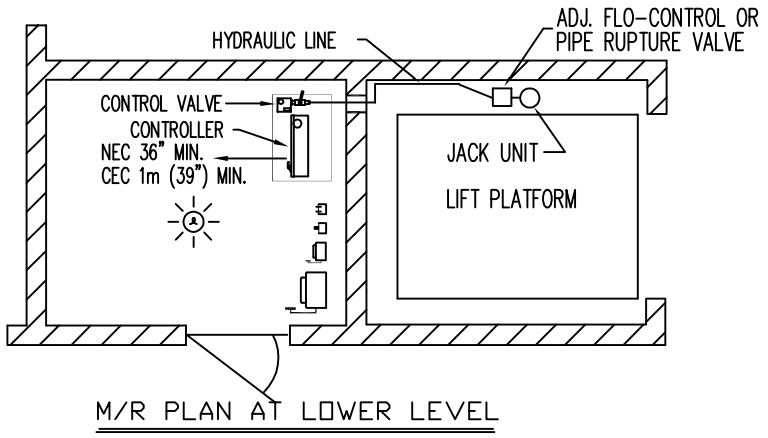
ARCHITECTURAL ACCESS BOARD
Walter White T.H.
Chairperson

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

4 - PROPOSED LULA

PLEASE NOTE:
OVERALL HOISTWAY LENGTH AND WIDTH DIMENSIONS ARE FROM DRYWALL TO DRYWALL (WHERE APPLICABLE)





M/R PLAN AT LOWER LEVEL

PRELIMINARY DRAWING ONLY

DRAWING APPROVAL:

THIS DRAWING REFLECTS OUR INTERPRETATION OF THE INFORMATION PROVIDED BY THE DEALER ON THE ORDER FORM. THIS INFORMATION IS THE DEALER'S RESPONSIBILITY, AND IS THE BASIS FROM WHICH THIS LIFT IS DESIGNED AND MANUFACTURED. PLEASE INDICATE THE REQUESTED ACTION BY CHECKING ONE OF THE FOLLOWING BOXES AND SIGNING BELOW TO AUTHORIZE COMPLETION OF THIS ORDER.

☐ APPROVED WITH NO EXCEPTIONS
MANUFACTURE PRODUCT AS PER DRAWING

☐ APPROVED WITH EXCEPTIONS, NO REAPPROVAL REQUIRED
MAKE CHANGES AS NOTED, NO REAPPROVAL DRAWING REQUIRED

☐ CHANGE AS NOTED, REAPPROVAL REQUIRED
MAKE CHANGES AS NOTED, SEND CORRECTED DRAWING FOR REAPPROVAL BEFORE MANUFACTURE

SIGNATURE: _____ DATE: _____

CAUTION: ONCE THE DRAWING IS APPROVED, JOB CANCELLATION FEES WILL APPLY

OFFICE USE ONLY:	
CONFIGURATION VERSION STAMP:	0.0
MODULE VERSION STAMP:	0-S-6.5

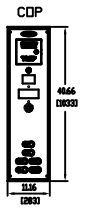
Part No.
Variant No. 38986

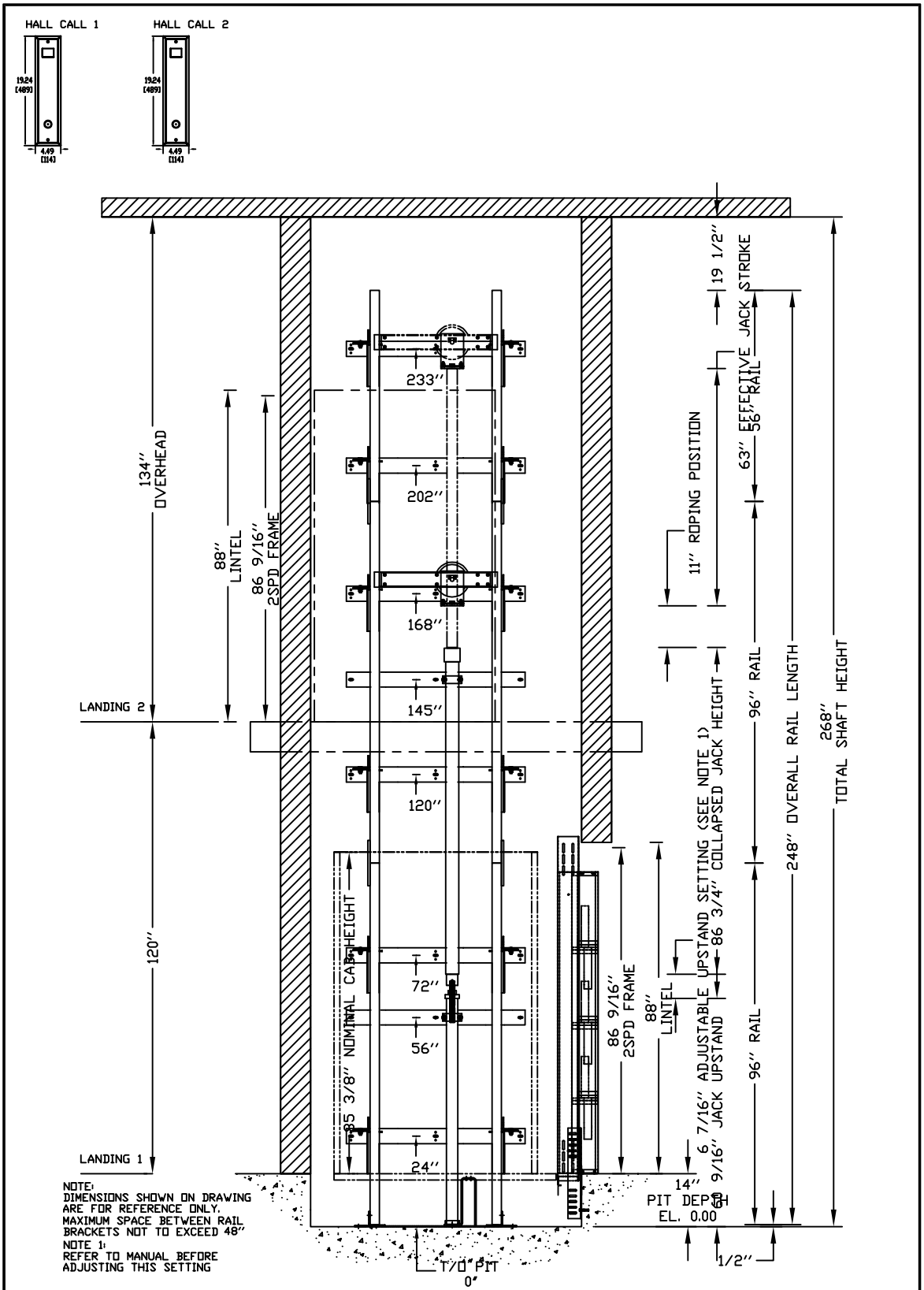
CUSTOMER: NATIONWIDE LIFTS-N.Y. DATE: 10/30/14
PROJECT: LULA - Doors 90 Degrees Right - Cab 51x51 REVISION DATE: 10/30/14
ADDRESS: Nationwide Lifts 888-233-8180 COMPLETED BY:

savaria

JOB No. SHEET No. 1 OF 4

PLAN VIEW


COP
40.66
[1033]
1.16
[29.5]


HALL CALL 1
HALL CALL 2
19.24
[489]
4.49
[114]
134"
OVERHEAD
88"
LINTEL
86 9/16"
2SPD FRAME
LANDING 2
120"
LANDING 1
233"
202"
168"
145"
120"
72"
56"
24"
85 3/8" NOMINAL CAB HEIGHT
19 1/2"
63" EFFECTIVE JACK STROKE
56" RAIL
11" ROPING POSITION
96" RAIL
248" OVERALL RAIL LENGTH
268"
TOTAL SHAFT HEIGHT
86 3/4" COLLAPSED JACK HEIGHT
UPSTAND SETTING (SEE NOTE 1)
6 7/16"
9/16" JACK UPSTAND
14"
PIT DEPTH
EL. 0.00
1/2"
T/O PIT
0"
NOTE:
DIMENSIONS SHOWN ON DRAWING
ARE FOR REFERENCE ONLY.
MAXIMUM SPACE BETWEEN RAIL
BRACKETS NOT TO EXCEED 48"
NOTE 1:
REFER TO MANUAL BEFORE
ADJUSTING THIS SETTING
PIT PROP PROVIDED IN CONFORMANCE TO CLAUSE 5.2.1.4.2
OFFICE USE ONLY:
CONFIGURATION VERSION STAMP: 0.0
MODULE VERSION STAMP: D-S-6.5
Part No.
Variant No. 38986
CUSTOMER: NATIONWIDE LIFTS-N.Y.
PROJECT: LULA - Doors 90 Degrees Right - Cab 51x51
ADDRESS: Nationwide Lifts
888-233-8180
DATE: 10/30/14
REVISION DATE: 10/30/14
COMPLETED BY:
JOB No.
SHEET No. 2 OF 4
ELEVATION VIEW B-B
savaria.

PROVISIONS BY OTHERS

*GENERAL

HOISTWAY- THE HOISTWAY MUST BE IN ACCORDANCE WITH "SAFETY CODE FOR ELEVATORS AND ESCALATORS" (ASME A17.1) AND ALL STATE AND LOCAL CODES.

PLUMB HOISTWAY- DUE TO CLOSE RUNNING CLEARANCES OWNER/AGENT MUST ENSURE THAT HOISTWAY AND PIT (WHERE PROVIDED) ARE LEVEL, PLUMB AND SQUARE AND ARE IN ACCORDANCE WITH THE DIMENSIONS ON THESE DRAWINGS.

MINIMUM OVERHEAD CLEARANCE- OWNER/AGENT MUST ENSURE MINIMUM OVERHEAD CLEARANCE IS IN COMPLIANCE WITH CODES.

CONSTRUCTION SITE- OWNER/AGENT TO PROVIDE ALL MASONRY, CARPENTRY AND DRYWALL WORK AS REQUIRED AND SHALL PATCH AND MAKE GOOD (INCLUDING FINISH PAINTING) ALL AREAS WHERE WALLS/FLOORS MAY REQUIRE TO BE CUT, DRILLED OR ALTERED IN ANY WAY TO PERMIT THE PROPER INSTALLATION OF THE LIFT.

DIMENSIONS

CONTRACTOR/CUSTOMER TO VERIFY ALL DIMENSIONS AND REPORT ANY DISCREPANCIES TO OUR OFFICE IMMEDIATELY.

*STRUCTURAL

FLOOR/SUPPORT WALL LOADS- STRUCTURE TO ANCHOR A CRANK SHAFT AND SAFETY HARNESS, WHERE APPLICABLE/NEEDED, TO BE PROVIDED BY CONTRACTOR. CONTRACTOR TO ASSURE THAT BUILDING AND SHAFT WILL SAFELY SUPPORT ALL LOADS IMPOSED BY THE LIFT EQUIPMENT. REFER TO THE TABLES ON THIS DRAWING FOR LOADS IMPOSED BY THE EQUIPMENT.

WHERE DOORS ARE REQUIRED- SUITABLE LINTELS MUST BE PROVIDED BY OWNER/AGENT. DOOR FRAMES ARE NOT DESIGNED TO SUPPORT OVERHEAD WALL LOADS.

*MACHINE ROOM

LOCATION / ACCESS- MACHINE ROOM LOCATED AT THE LOWEST LEVEL ADJACENT TO HOISTWAY, UNLESS SHOWN OTHERWISE ON THE LAYOUT DRAWINGS. FIELD ADJUSTMENT BY INSTALLER MAY BE NECESSARY TO MEET JOB SITE CONDITIONS OR REGULATIONS. MACHINE ROOM DOOR IS TO BE LOCKABLE AND IS TO MEET THE REQUIREMENTS OF THE AUTHORITY HAVING JURISDICTION.

SLEEVES FOR OIL & ELECTRIC LINES- FROM MACHINE ROOM TO RUNWAY AS REQUIRED. (POSITION PER INSTALLERS INSTRUCTIONS). MINIMUM SCHEDULE 80 PIPING REQUIRED FOR OIL LINES.

	DISCONNECT SIZE	TIME DELAY FUSE SIZE	VOLTS	PHASE	AMPERAGE
MOTOR & EQUIP.	30 AMPS	30 AMPS	208 volt	Three Phase	15.6 AMPS
CAB LIGHTS	15 AMPS	15 AMPS	115 V	1	

*ELECTRICAL

POWER SUPPLY- (SEE SPECIFICATIONS) LOCKABLE FUSED DISCONNECT WITH AUXILIARY CONTACT TO BRAKE THE BATTERY FEED, OR CIRCUIT BREAKERS WITH A 3-POLE BREAKER FOR BATTERY FEED REQUIRED, IN COMPLIANCE WITH ELECTRICAL CODE, AS FOLLOWS: (LOCATED ON WALL ON LOCK JAMB SIDE OF MACHINE ROOM DOOR)

PERMANENT POWER- BEFORE INSTALLATION CAN BEGIN, PERMANENT POWER MUST BE SUPPLIED.

LIGHTING- THE ILLUMINATION SHALL BE NOT LESS THAN 200 LX (19 FC) AT THE FLOOR LEVEL IN ALL MACHINE ROOMS AND MACHINERY SPACES. ENSURE AT LEAST 100 LX (10 FC) AMBIENT LIGHTING OVER LIFT AREA.

PHONE- NEED A DEDICATED PHONE LAND LINE (NOT VoIP) FOR THE PHONE, WHERE APPLICABLE. FOR VoIP PLEASE CONTACT SAVARIA.

*ENTRANCES

FASCIA PANEL BELOW UPPER LEVEL ENTRANCE- WHERE REQUIRED, FASCIA PANEL MUST BE FASTENED TO A SOLID WALL AND BE PERPENDICULAR TO THE FLOOR AND WALLS. HOISTWAY FASCIA IS NOT SELF-SUPPORTING FOR LONG, CONTINUOUS RUNS VOID OF ENTRANCES. ADEQUATE SUPPORT FOR THE FASCIA MUST BE PROVIDED .

ENTRANCE ASSEMBLIES- ENTRANCE ASSEMBLIES MUST BE ADJUSTED TO ALIGN WITH PLATFORM AND INTERLOCK EQUIPMENT. OTHERS TO ALLOW AN ADEQUATE ROUGH OPENING.

RETURN WALLS- RETURN WALLS AT ENTRANCES MUST BE BUILT-IN BY OTHERS AFTER ENTRANCE ASSEMBLIES ARE IN PLACE. ENTRANCE ASSEMBLY MUST BE SECURELY FASTENED TO WALLS BY ELEVATOR CONTRACTOR.

SPECIFICATIONS

GENERAL

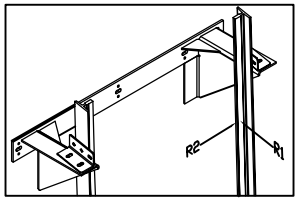
CLASSIFICATION: Public Building
APPLIED CODE: CSA/ASMEA17.1/B44-2010 Sec 5.2
MODEL: Orion
CAPACITY: 1400lbs
NOMINAL SPEED: 30 fpm
TRAVEL: 120 "
PIT DEPTH: 14 "
POWER SUPPLY: 60 HzThree Phase 208 volt

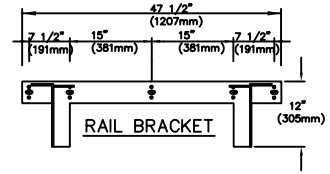
HYDRAULIC

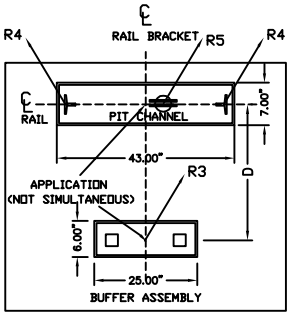
PUMP MFR.: CONCORD
PUMP MODEL: VICKERS 3P
MOTOR: 5.0 hp
VALVE MODEL NO.: EPV - 7
VALVE COIL VOLTS: 24 V DC
MAX WORKING PRESSURE: 1500 psi (10340 kPa)
RELIEF VALVE SETTING: MAX 25% ABOVE ACTUAL WORKING PRESSURE
RESERVOIR: 22 Gal.
HOSE & SAFETY VALVE: no

PLEASE NOTE:

CONSULT FACTORY FOR EXACT PUMP & CYLINDER INFORMATION



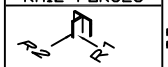




CAB WIDTH	DIST (D)
42"	26.75"
48"	30.75"
51"	33.75"
54"	36.75"

PIT RE-ACTION FORCE	
R3	8000 LBS
R4	3000 LBS
R5	9000 LBS

RAIL FORCES



*R1	*R2
720 lbf	260 lbf

RAIL WEIGHT : 8.0 lbs / ft

FOR TOTAL PULL-OUT FORCE ON RAIL BRACKET, R1 MUST BE DOUBLED eg. 2 x 720 = 1440 lbf

FOR LOCAL APPLICATION OF PIT LOAD, SEE PIT CHANNEL/BUFFER SKETCH.

CAR FINISH DETAILS

CAB PANEL SELECTION: Black Steel Colour
CEILING SELECTION: standard (white)
CAB ENTRANCE: Match Cab
PLASTIC LAMINATE FINISHES: Not Applicable
PDT LIGHT FINISH: Stainless Steel
TRIM COLOUR: Not Applicable
CAR STATION PLATE: stainless steel
HAND RAIL TYPE: Stainless Steel Cylindrical
CAB FLOORING: Plywood Floor
FINISHED FLOOR THICKNESS: 3/8" finish
TELEPHONE BOX: no
TELEPHONE BOX FINISH: Not Applicable
HAND FREE PHONE: yes, with phone line monitoring

CAR DIMENSIONS/PLATFORM GATES

CAB TYPE: Type 3
CAB HEIGHT: 84" Standard Cab Height
CAB OPERATION: automatic operation
GATES REQUIRED: Automatic Operated Gates
GATE TYPE: 2 Spd Doors (Wittur) match CAB
GATE FINISH: Baked Enamel Black
INSIDE PLATFORM AREA: 18.06 sf.

HOISTWAY

DOOR TYPE: 2 spd Sliding Doors (Wittur)
HOISTWAY DOORS FINISH: Standard Finish (Primer Grey)
HOISTWAY FINISH: Masonary

JACK UNIT

EFFECTIVE STROKE: 63"
SOLID PLUNGER O/D: 2 3/4 "
CYLINDER O/D: 3 1/2 "
CYLINDER I/D: 3 "
SPLIT CYLINDER?: no
COLLAPSED LENGTH: 86 3/4 "
CYLINDER WALL THICKNESS: 1/4 "

SUSPENSION

TYPE: AIRCRAFT CABLE 2 X 3/8" DIA.
CONSTRUCTION: IWRC 7 X 19, GALVANIZED STEEL RHRL
NOMINAL STRENGTH: 14,400 lbs Per Cable
SPECS: MI-DTL-83420

OVER SPEED VALVE

MODEL: AS PER SECTION 3.19.4.7
BLAIN R10 AA
(1500psi (10340 kPa) MAX WORKING PRESSURE)

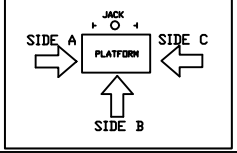
FIRST DOOR BY LANDING CHART

	LANDING 1	LANDING 2
DOOR TYPE	2 Speed Sliding Doors (Wittur)	2 Speed Sliding Doors (Wittur)
ENTRANCE SIDE	Side C	Side B
DOOR LATCH	Left Hand	Left Hand
LOCK TYPE	Not Applicable	Not Applicable
AUTO DOOR OPENER	None	None
HALL CALL KEY SWITCH	Keyless	Keyless
HOISTWAY ACCESS		no
FLOOR MARKING	1	2
MAIN EGRESS FLOOR	1	

OPTIONS

FASTENERS: Concrete Anchors
FIREMAN'S SERVICE: Fireman Service
OVERSPEED GOV./VALVE: OverSpeed Valve
CONDUCTOR CABLE: No Cable Required
DATA ACCESS TERMINAL: No DAT
DUPLINE PROGRAMMING TOOL: Programmer not Included
TEMP. RUN BUTTON: Temp Run Button not included
SPEEDY SET-UP JIG: Speedy Jig Not required

ENTRANCE SIDE LEGEND



OFFICE USE ONLY:
CONFIGURATION VERSION STAMP: 0.0
MODULE VERSION STAMP: 0-S-6.5

Part No.
Variant No. 38986

savaria

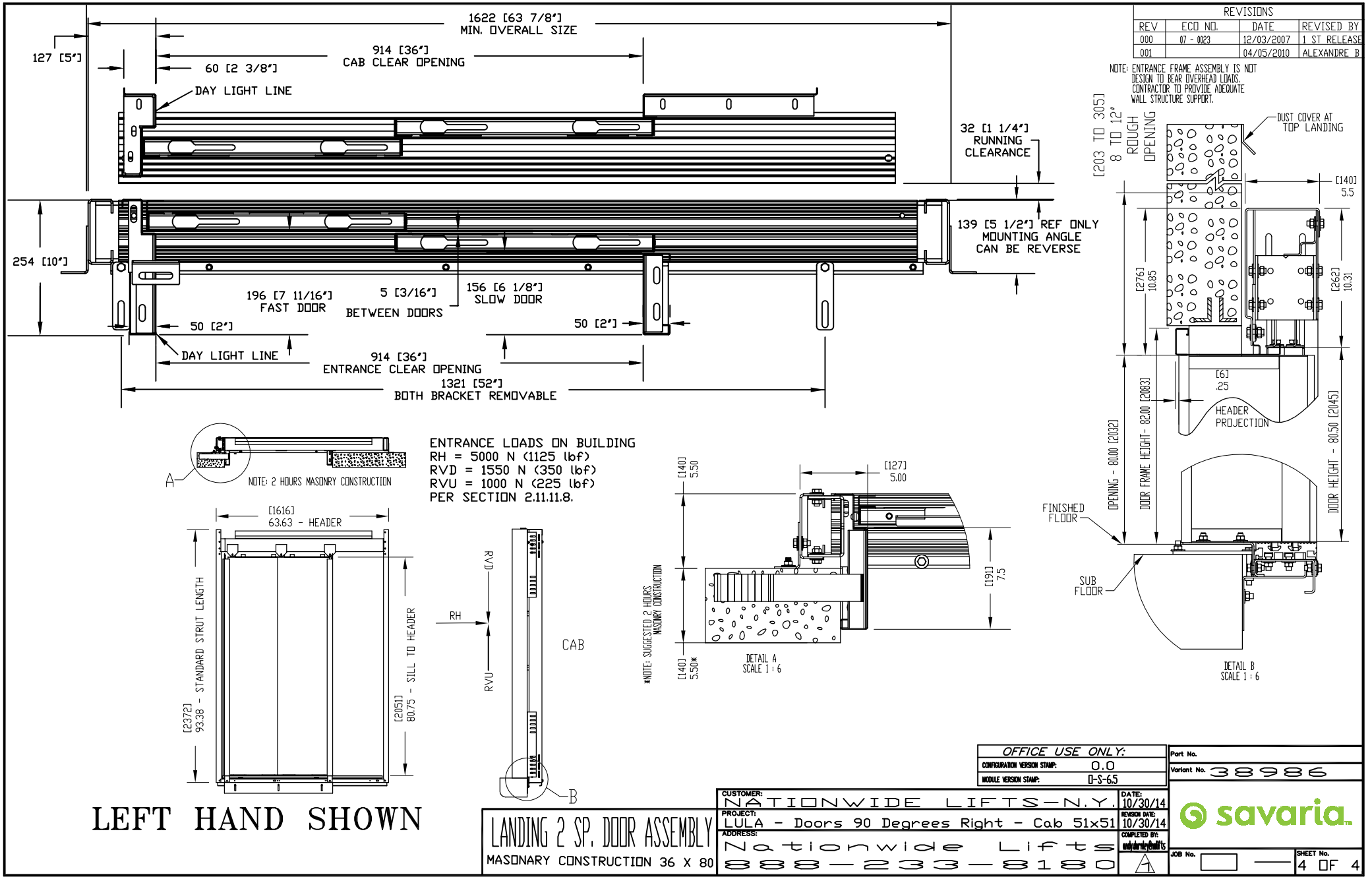
CUSTOMER: NATIONWIDE LIFTS-N.Y.
PROJECT: LULA - Doors 90 Degrees Right - Cab 51x51
ADDRESS: Nationwide Lifts
888-233-8180

DATE: 10/30/14
REVISION DATE: 10/30/14
COMPLETED BY:

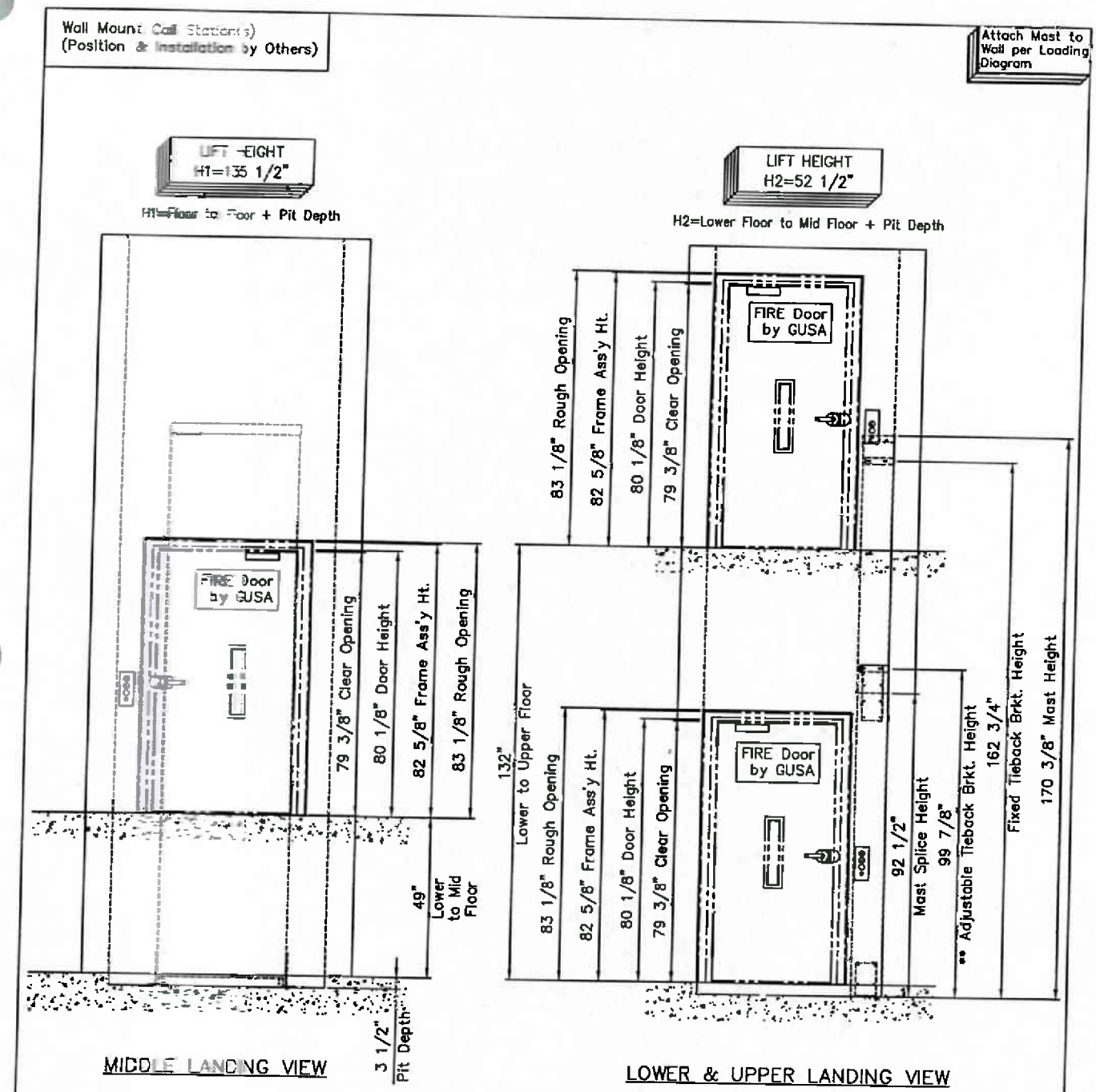
JOB No.

SHEET No. 3 OF 4

Data Sheet
LIMITED USE LIMITED APPLICATION


1622 [63 7/8"]
MIN. OVERALL SIZE
127 [5"]
914 [36"]
CAB CLEAR OPENING
60 [2 3/8"]
DAY LIGHT LINE
32 [1 1/4"]
RUNNING
CLEARANCE
139 [5 1/2"] REF ONLY
MOUNTING ANGLE
CAN BE REVERSE
254 [10"]
196 [7 11/16"]
FAST DOOR
5 [3/16"]
BETWEEN DOORS
156 [6 1/8"]
SLOW DOOR
50 [2"]
50 [2"]
DAY LIGHT LINE
914 [36"]
ENTRANCE CLEAR OPENING
1321 [52"]
BOTH BRACKET REMOVABLE
REVISIONS
REV | ECO NO. | DATE | REVISED BY
000 | 07 - 0023 | 12/03/2007 | 1 ST RELEASE
001 | | 04/05/2010 | ALEXANDRE B
NOTE: ENTRANCE FRAME ASSEMBLY IS NOT DESIGN TO BEAR OVERHEAD LOADS. CONTRACTOR TO PROVIDE ADEQUATE WALL STRUCTURE SUPPORT.
[203 TO 305]
8 TO 12"
ROUGH OPENING
DUST COVER AT TOP LANDING
[140] 5.5
[276] 10.85
[262] 10.31
[6] .25
HEADER PROJECTION
OPENING - 80.00 [2032]
DOOR FRAME HEIGHT - 82.00 [2083]
DOOR HEIGHT - 80.50 [2045]
FINISHED FLOOR
SUB FLOOR
A
NOTE: 2 HOURS MASONRY CONSTRUCTION
ENTRANCE LOADS ON BUILDING
RH = 5000 N (1125 lbf)
RVD = 1550 N (350 lbf)
RVU = 1000 N (225 lbf)
PER SECTION 2.11.11.8.
[1616]
63.63 - HEADER
[2372]
93.38 - STANDARD STRUT LENGTH
[2051]
80.75 - SILL TO HEADER
RVD
RH
RVU
CAB
B
[140] 5.50
[127] 5.00
[191] 7.5
[140] 5.50*
*NOTE: SUGGESTED 2 HOURS MASONRY CONSTRUCTION
DETAIL A
SCALE 1 : 6
DETAIL B
SCALE 1 : 6
LEFT HAND SHOWN
LANDING 2 SP. DOOR ASSEMBLY
MASONARY CONSTRUCTION 36 X 80
OFFICE USE ONLY:
CONFIGURATION VERSION STAMP: 0.0
MODULE VERSION STAMP: D-S-6.5
Part No.
Variant No. 38986
CUSTOMER: NATIONWIDE LIFTS-N.Y.
DATE: 10/30/14
PROJECT: LULA - Doors 90 Degrees Right - Cab 51x51
REVISION DATE: 10/30/14
ADDRESS: Nationwide Lifts
888-233-8180
COMPLETED BY:
savaria
JOB No.
SHEET No. 4 OF 4

5 - SPECS FOR LULA PROVIDED AT 47 SARGENT ST

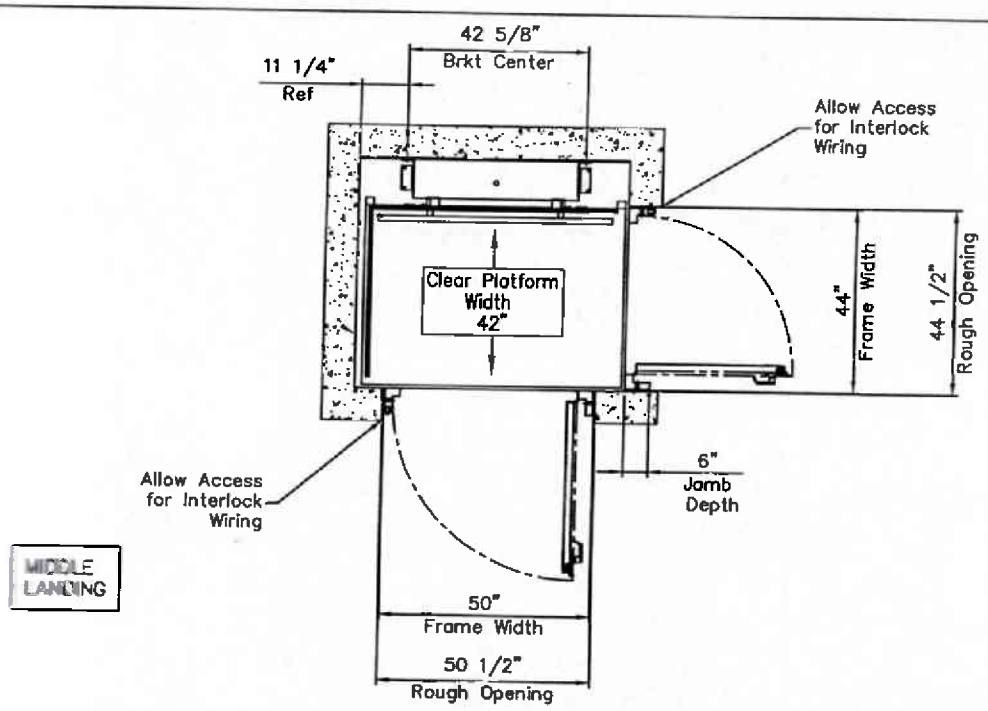


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REV.	SCALE: 1:40 TOLERANCES: DIMENSIONAL ±1/32 ANGULAR ±0.5°	PROJECTION:	DATE	DRN.BY	CHK.BY

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SUITE C
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PH: ++1 603 669 6553
FAX: ++1 603 669 0078
http://www.garaventalift.com

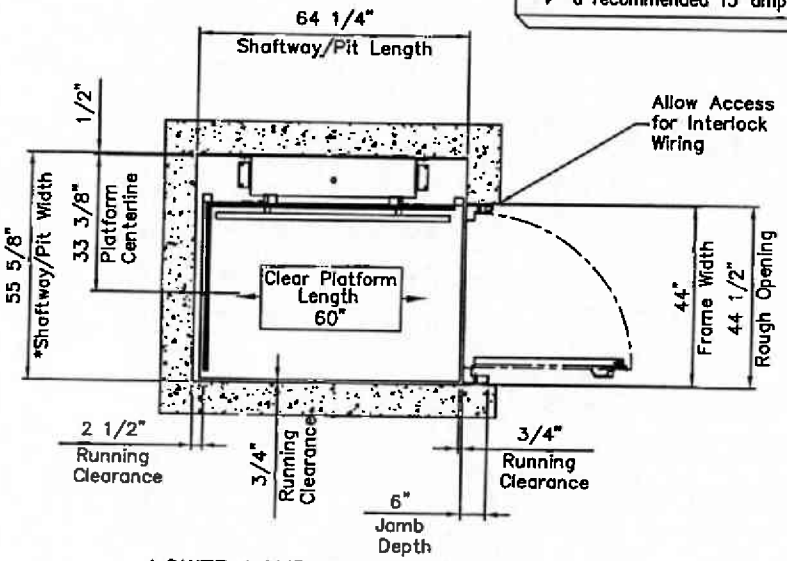
SERIES 3 GENESIS SHAFTWAY – FINAL
47 SARGENT ST – CONDOS
47 SARGENT ST
DORCHESTER MA 02125 PAGE 2 OF 8
GARAVENTA LIFT (NE)

81444-AD-B



UPPER & MID LANDING PLAN VIEW

DEDICATED CIRCUIT SUPPLIED BY OTHERS:
120 VAC / 1 PHASE – 60 Hz.
Conduit and devices to suit local codes and a recommended 15 amp. dedicated circuit.



LOWER LANDING PLAN VIEW

B	FINAL DRAWING		07/04/19	JS	
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REV.	SCALE: 1:40 TOLERANCES: DIMENSIONAL ±1/32 ANGULAR ±0.5°	PROJECTION:	DATE	DRN.BY	CHK.BY

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47 SARGENT ST
DORCHESTER MA 02125 PAGE 3 OF 8
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SYM.	DESCRIPTION	VALUE (MAX.)
F1 = 4448 N	PAYLOAD (MAX.)	3335 N [750 lb]
	CAR (PLATFORM) WEIGHT	1110 N [250 lb]
F2	MAST WEIGHT	2335 N [525 lb]
F3	FLOOR REACTION	3394 N [763 lb]
F4	FLOOR REACTION	3394 N [763 lb]
F5-1	TIEBACK REACTION #1	801 N [180 lb]
F5-2	TIEBACK REACTION #2	801 N [180 lb]

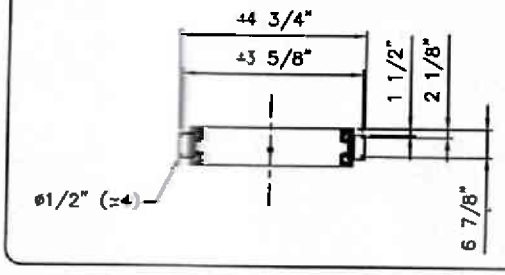
L1	L2	L3	PLATFORM SIZE
764 [30.38"]	61 [2.40"]	122 [4.88"]	CUSTOM

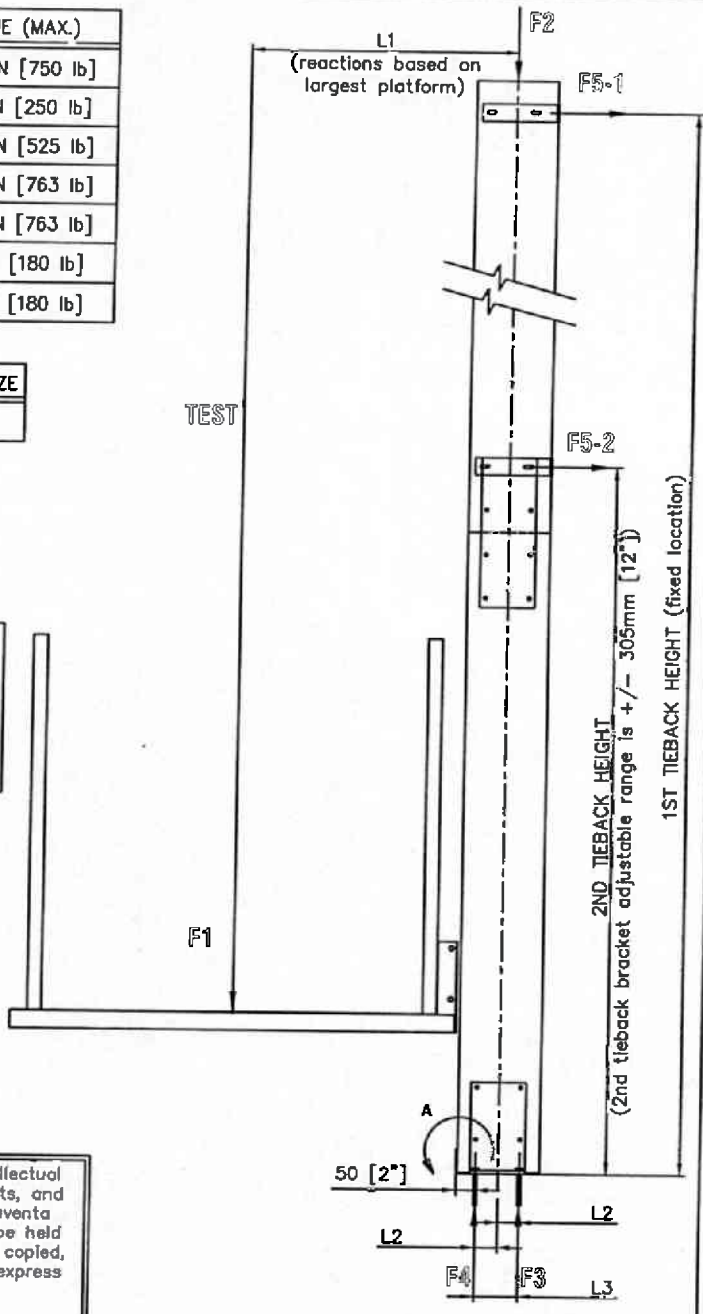
MODEL	MAST HEIGHT	TIEBACK HEIGHT
144"	4327 [170.38"]	4234 [166.7"]
		2537 [99.88"]

SPECIAL NOTE:

These are reaction forces generated by the lift. Adhere to local building codes, regulations, and safety factors for supporting structures. Consult a structural engineer or architect in your jurisdiction.

BASE MOUNTING DETAILS





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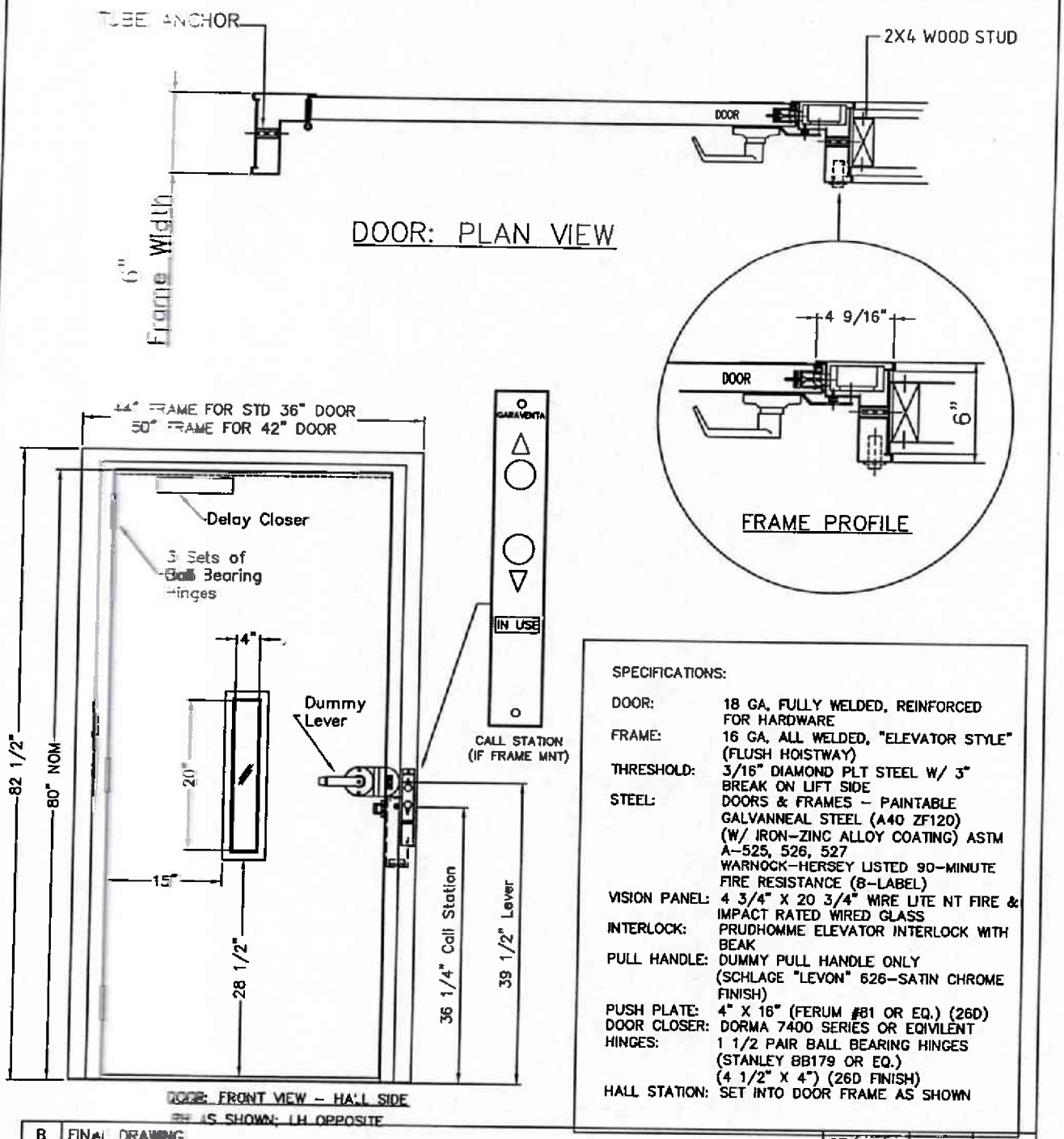
DETAIL 1 – SHAFTWAY MODEL LOADING DIAGRAM

REV.					
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A	INITIAL RELEASE		04/15/19	SS	
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47 SARGENT ST – CONDOS
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DORCHESTER MA 02125 PAGE 4 OF 8
GARAVENTA LIFT (NE)

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SPECIFICATIONS:

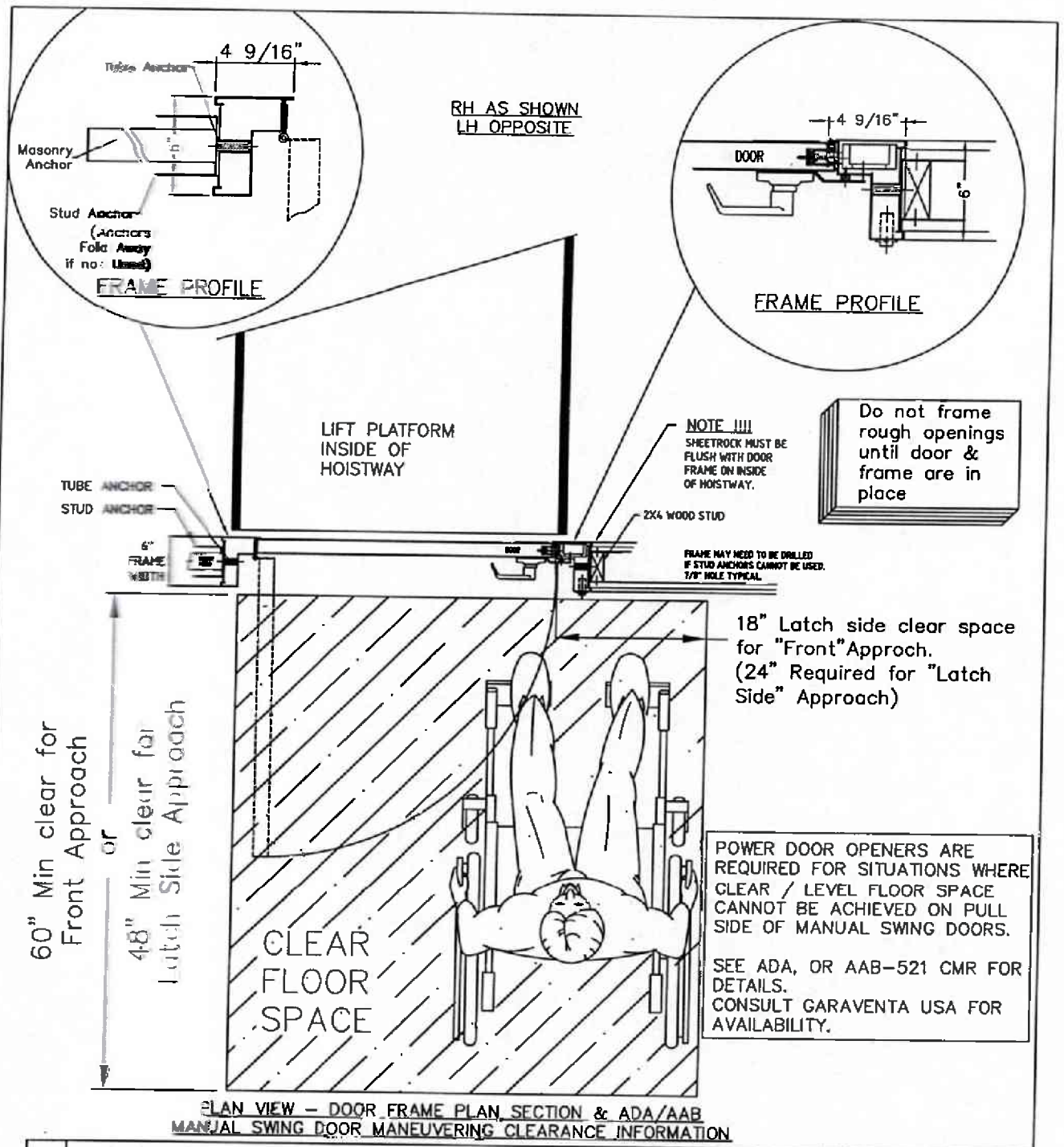
DOOR:	18 GA. FULLY WELDED, REINFORCED FOR HARDWARE
FRAME:	16 GA. ALL WELDED, "ELEVATOR STYLE" (FLUSH HOISTWAY)
THRESHOLD:	3/16" DIAMOND PLT STEEL W/ 3" BREAK ON LIFT SIDE
STEEL:	DOORS & FRAMES – PAINTABLE GALVANNEAL STEEL (A40 ZF120) (W/ IRON-ZINC ALLOY COATING) ASTM A-525, 526, 527 WARNOCK-HERSEY LISTED 90-MINUTE FIRE RESISTANCE (B-LABEL)
VISION PANEL:	4 3/4" X 20 3/4" WIRE LITE NT FIRE & IMPACT RATED WIRED GLASS
INTERLOCK:	PRUDHOMME ELEVATOR INTERLOCK WITH BEAK
PULL HANDLE:	DUMMY PULL HANDLE ONLY (SCHLAGE "LEVON" 626-SATIN CHROME FINISH)
PUSH PLATE:	4" X 16" (FERUM #81 OR EQ.) (26D)
DOOR CLOSER:	DORMA 7400 SERIES OR EQIVILENT
HINGES:	1 1/2 PAIR BALL BEARING HINGES (STANLEY BB179 OR EQ.) (4 1/2" X 4") (26D FINISH)
HALL STATION:	SET INTO DOOR FRAME AS SHOWN

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47 SARGENT ST – CONDOS
47 SARGENT ST
DORCHESTER MA 02125 PAGE 5 OF 8
GARAVENTA LIFT (NE)

81444-AD-B



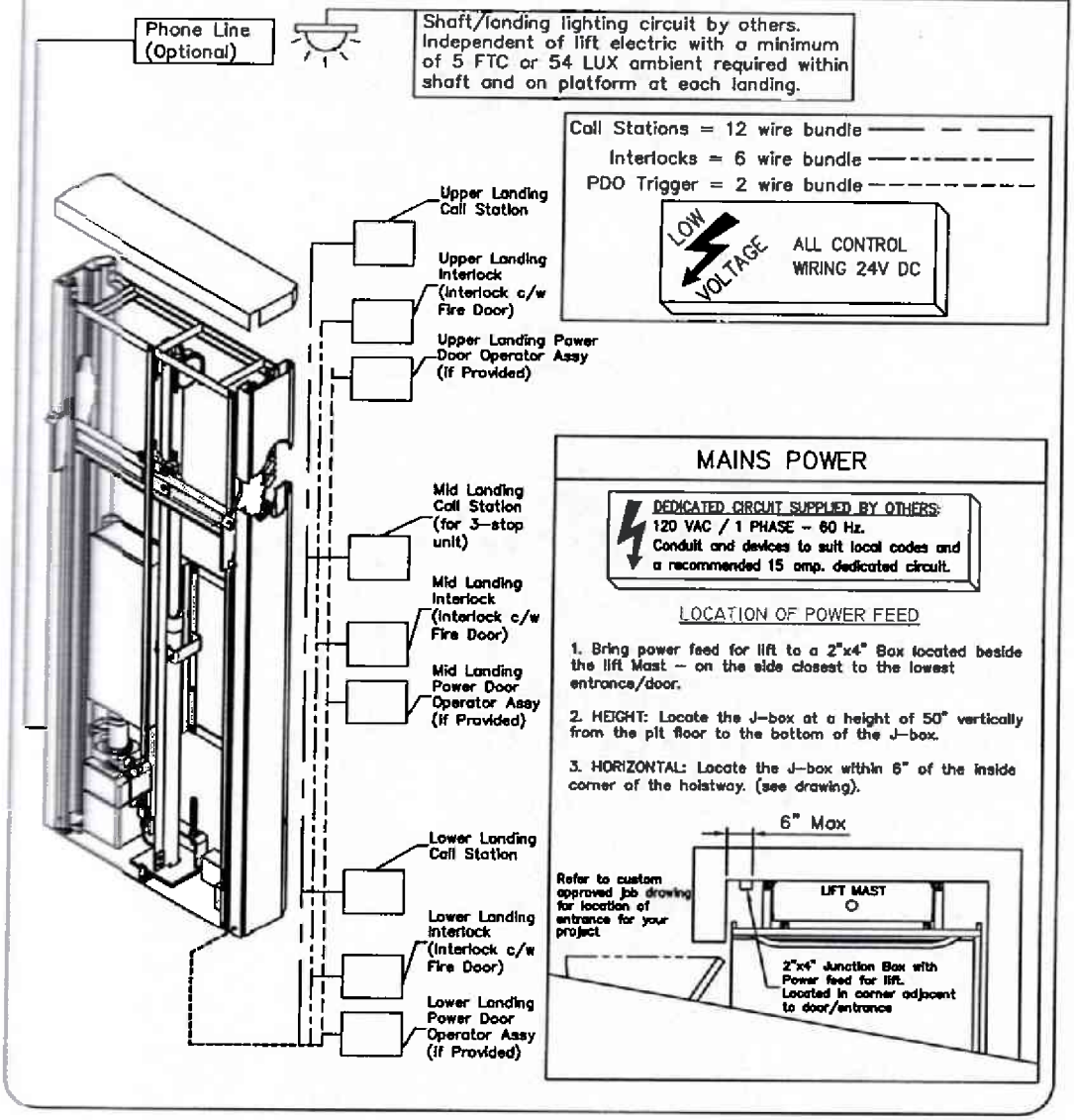
PLAN VIEW – DOOR FRAME PLAN, SECTION & ADA/AAB MANUAL SWING DOOR MANEUVERING CLEARANCE INFORMATION

REV.				
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A	INITAL RELEASE	04/15/19	SS	
	SCALE: 1:40 TOLERANCES: DIMENSIONAL ±1/32 ANGULAR ±0.5" UNITS: INCHES PROJECTION:	DATE	DRN.BY	CHK.BY

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47 SARGENT ST – CONDOS
47 SARGENT ST
DORCHESTER MA 02125 PAGE 6 OF 8
GARAVENTA LIFT (NE)
81444-AD-B

WIRING DETAILS



REV.					
B	FINAL DRAWING		07/04/19	JS	
A	INITIAL RELEASE	UNITS: INCHES	04/15/19	SS	
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47 SARGENT ST - CONDOS
47 SARGENT ST
DORCHESTER MA 02125 PAGE 7 OF 8
GARAVENTA LIFT (NE)

81444-AD-B

PROVISIONS BY OTHERS (Genesis Vertical Lift)

PART ONE: WORK TO BE COMPLETED BEFORE SCHEDULING OF LIFT INSTALLATION

1. Provice clear and direct access to the location of the lift – to allow for delivery in place.
2. Provice permanent dedicated power to lift area as coordinated by approved shop drawings and/or Garaventa Project Manager.
3. Projects located in Maine, and Rhode Island, will require Fused, Lockable, Heavy–Duty Disconnect by others, located as coordinated by Garaventa's project manager. Provide auxiliary contact switch inside the disconnect for drive systems which utilize battery power.
4. Provice dry, square, and level pit of size as indicated on approved shop drawings. Design and construction to bear all floor reaction loads as shown. Pit floor shall meet fire code requirements.
5. Door sill supports that are plumb and in line from floor to floor.
6. Unless otherwise requested, entrance walls shall not be erected – do not frame rough openings until door frames are set in place.
7. Hoistway of sufficient height to allow for 6'–8" headroom clearance above lift platform surface when at the top landing.
8. Hoistway machine tower wall supports as necessary to bear the "tie–back" loads shown and located on the drawings. This support will be designed and approved by the architect, structural engineer, or owner's representative. Garaventa bears NO RESPONSIBILITY for the design, construction or placement of rail wall blocking or supports.
9. Provice complete, square, plumb and true hoistway of inside clear finished dimensions shown on the approved lift shop drawings. No edges or setbacks are permitted in the hoistway. Do not construct the hoistway using architectural plans or contract drawings that were not coordinated with the lift shop drawings.
10. Provice lifting beam or bracket – where required.

PART TWO: WORK TO BE COMPLETED AFTER THE INSTALLATION OF THE LIFT AND LIFT ENTRANCES

1. All wall patching, finishing or refinishing made necessary by the installation of any device or fixture in any wall, floor or ceiling surface.
2. Provice hoistway lighting with guard – to satisfy all applicable building codes. 5 FTC or 54 LUX minimum required in hoistway at all levels.
3. Provide final securing / mounting of door frames in wall. Door frames shall be flush to inside wall of hoistway.
4. Complete all painting of walls inside the hoistway, and hoistway doors.
5. In Massachusetts, all enclosed, fire rated hoistways must be ventilated to outside air. The design and type of vent must comply with applicable building code and any energy conservation sections of that code. The size shall not be less than one square foot, and must be located in the ceiling or as close as possible to the ceiling. Power shut vents may be used as long as they are wired to open under power outage, fire alarm activation, and temperature rise in the hoistway.

PART THREE: GENERAL NOTES AND REQUIREMENTS

1. In Massachusetts, sprinkler systems are not authorized in Lift/Elevator hoistways or pits. If contract drawings or the local authority requires sprinkler installation, DO NOT approve the lift shop drawings until this issue is resolved.
2. Lifts located in the state of Maine require two way communication to be installed on the platform. Any wiring for dedicated phone lines or intercoms to be done by others.
3. Provide any additional emergency signalling devices as needed for lifts located in remote areas.
4. Where power door openers are used, provide: a) source of power, b) Blocking as required for support, c) concealed wiring to remote located lift call stations.
5. Tops of hoistway walls which do not extend to the ceiling above must be designed in such a way to eliminate the possibility of their use as shelves for storing items.
6. Placement of lift and doors to be situated in relation to other adjacent building elements to allow for full compliance to the ADA, AAB 521–CMR or equivalent local codes or regulations and local building codes. Garaventa bears no responsibility for building structures not associated with the lift or hoistway which may impede on clear floor space required for accessing the lift.
7. Provide for any and all items identified as "by others" on lift shop drawings.
8. Lift installation, and all associated construction items and accessories must be complete before lift inspection with state officials may be scheduled.
9. Provide attendant call system to obtain assistance for key operated lifts where required.

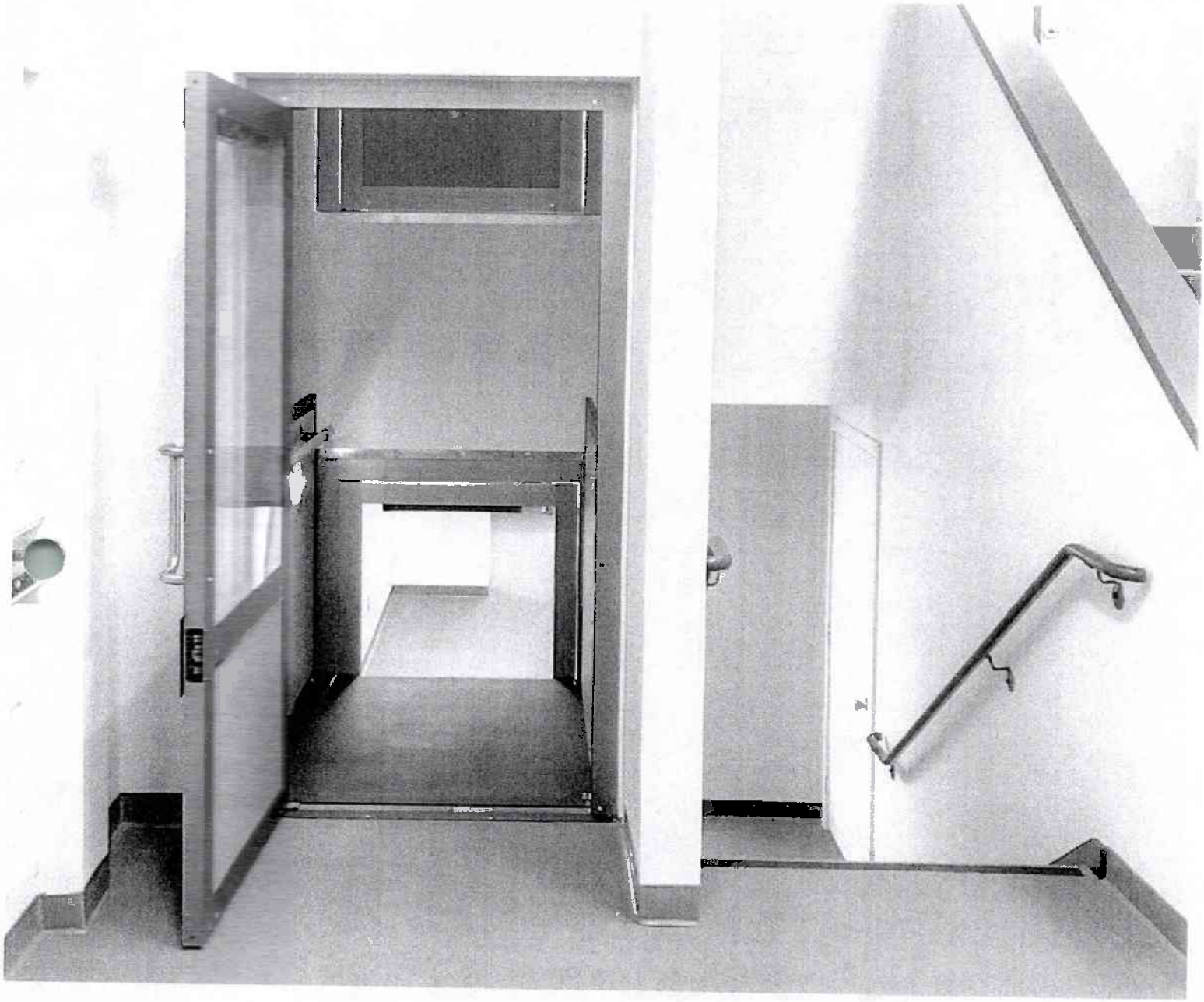
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GARAVENTA LIFT (NE)

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GARAVENTA LIFT



Genesis

Shaftway Model Vertical Platform Lift

Specifications

Rated Load: Standard 750 lbs (340 kg) with a safety factor of 5

Speed: Leadscrew - 3 meters (10 ft) per minute at full load | Hydraulic - 5.2 meters (17 ft) per minute at full load

Travel Range: Leadscrew - up to 12 feet | Hydraulic - up to 14 feet

Safety Features: Garaventa doors and gates equipped with Garaventa interlocks and internal closers | Sturdy 16 gauge galvanized steel platform side walls 1070mm (42 1/8") | Continuous pressure directional control switches and illuminated and audible emergency stop switch | Full length grab rail on platform side wall panel

Leadscrew Drive System: Motor: 2 HP (1750 RPM) | Motor Drive Type: ACME screw (1" diameter) | Mains Supply: North American Models: 120 VAC on a dedicated 20 amp circuit, International Models: 208-240 VAC on a dedicated 16 amp circuit

Hydraulic Drive System: Motor: 3 HP DC (2.2 KW) complete with auxiliary power system | Motor Drive Type: Chained Hydraulic (Dual 5/8" ANSI 50 chains) | Mains Supply: North American Models 120 VAC on a dedicated 15 amp circuit, International Models 208-240 VAC on a dedicated 16 amp circuit

Controls: Keyless Controls (No key required for call stations and platform controls) | Directional Controls - Continuous pressure switches | Control Voltage: 24 VDC

Power Requirements: 120 VAC single phase | Optional 208-240 VAC single phase

Popular Options: Power Door Operators (ANSI/ BHMA A156.19 compliant) | Custom platform sizes available | Illuminated and tactile constant pressure directional buttons | Arrival gong and digital floor display | Choice of RAL colors | Autodialer phone (ADA compliant) | Keyed operation | Custom applications (Consult Garaventa Lift) | Battery powered emergency lowering (Leadscrew drive only) | Full time battery operation ***suitable for low use applications ONLY (Hydraulic drive)

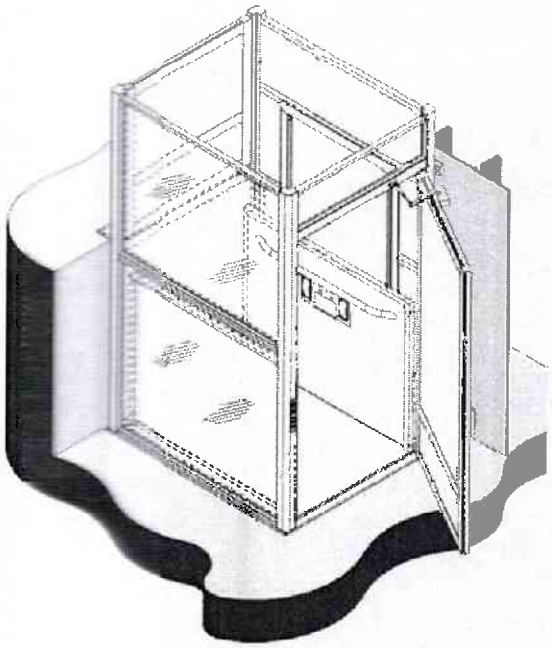
Warranty: 2 year standard warranty | Optional additional 5 year extended warranty (7 years)

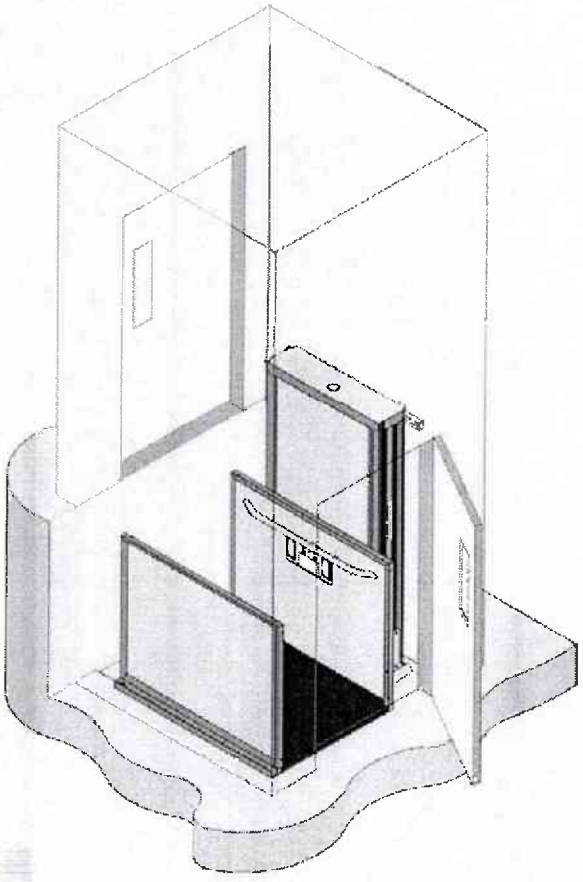
GARAVENTA LIFT

GENESIS VERTICAL LIFT

Enclosure & Shaftway Models

Owner's Manual





Item #11301 Rev. I

Genesis Enclosure & Shaftway Models

Table of Contents

Introduction 2

General Components 3

Description of Controls 4

Call Stations 4

Platform Controls 5

Operation Instructions 6

Safety First! 6

Calling the Lift to your Landing 6

Entering the Lift 7

Traveling Inside the Lift 7

Exiting the Lift 7

Manual Travel 8

Manual Lowering Handwheel – Leadscrew Model Only 8

Manual Lowering Access Cap – Leadscrew Model Only 8

Manual Lowering – Hydraulic Model Only 9

Battery Powered Lowering - Leadscrew Model Only 10

Auxiliary Power – Hydraulic Model Only 10

Trouble Shooting 11

Specifications 13

Specifications – Leadscrew Model Only 13

Specifications – Hydraulic Model Only 14

Preventive Maintenance 15

Warranty Information 16

AAB 06/15/26, Page 153

AAB 33

Introduction

Congratulations on your purchase of the Genesis Vertical Platform Lift. The Genesis is manufactured with the same precision and care that is a trademark of Garaventa products. You can be proud of the fact that you join thousands of others who have turned to Garaventa for their accessibility solutions.

Your lift is easy to operate and has been designed for years of reliable, trouble-free operation. As with all electrical and mechanical equipment, proper operation and periodic maintenance is required.

Important...Please refer all service work to your Garaventa Lift dealer. Garaventa dealers have the trained technicians with the required tools and genuine replacement parts. They are committed to providing quality service!

Dealer Information:

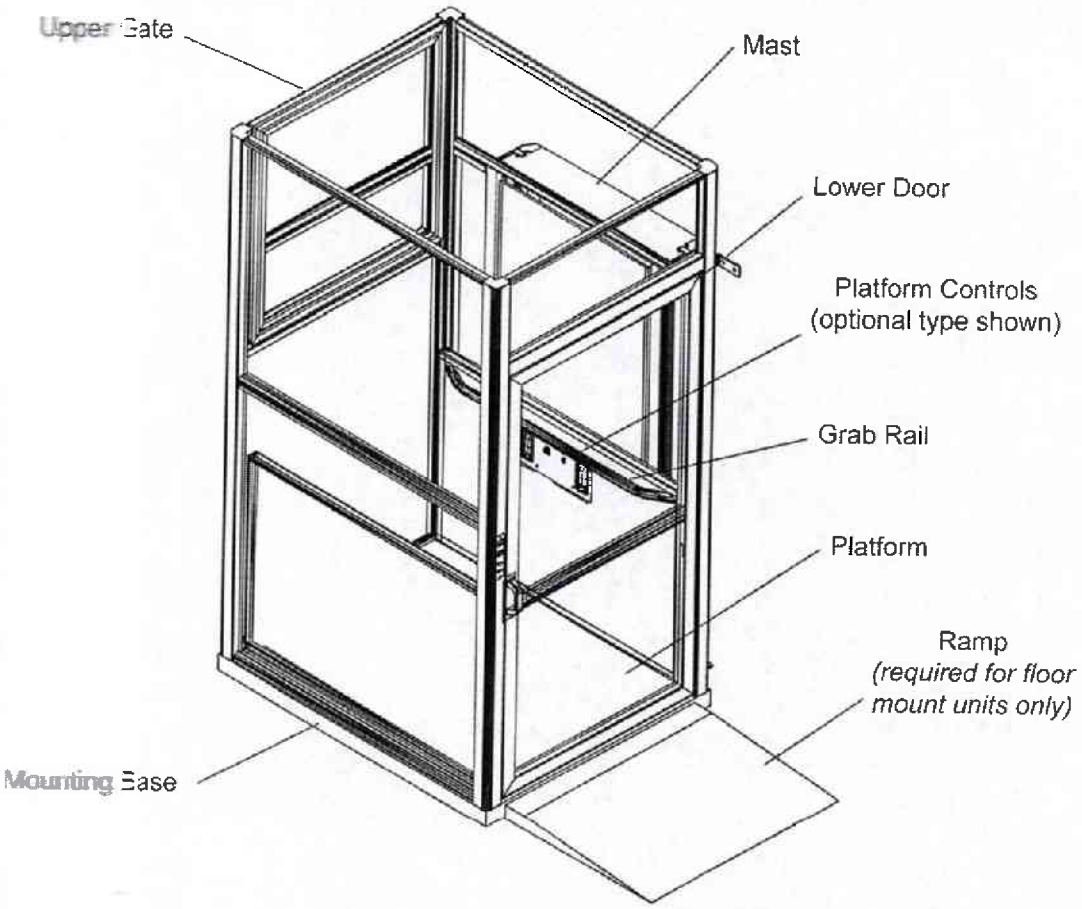
Name: Garaventa USA, Inc.
Address: 735 E. Industrial Park Drive
City: Manchester, NH 03109
Telephone No.: 603-669-6553

If you have questions concerning the operation or maintenance requirements of your Genesis, please contact the dealer listed above.

AAB 06/15/26, Page 154

AAB 34

Genesis Vertical Lift General Components



Enclosure Model with Standard Straight-Through Configuration Shown

The Genesis vertical platform lift is offered in a variety of configurations and styles for different accessibility challenges. All versions of the Genesis Vertical Lift operate in the same manner and consist of a complete drive system, a platform with side walls, doors with an interlock system and call stations.

Please read this Owner's Manual as it covers the complete operation of the lift, basic troubleshooting and warranty information.

AAB 06/15/26, Page 155

AAB 35

Description of Controls

Call Stations

1) **Keyless Call Stations (Standard)**
All standard call stations are keyless and are operational whenever the platform controls are not in use.

Keyed Call Stations (Optional)
Keyed call stations restrict the use of the lift to authorized persons only. The call stations will not work unless an ADA compliant key is inserted and the key switch is turned on.

2) **Rocker Switches (Standard)**
The standard call station has a constant pressure directional rocker switch, that is used to call or send the platform. To call or send the platform up, depress and hold the upper portion of the switch. To call or send the platform down, depress and hold the lower portion of the switch. When the platform reaches the desired landing the lift will automatically stop.

Illuminated Push Button Style Directional Switches (Optional)
To use the illuminated call station buttons simply depress and hold the applicable arrow to call or send the platform.



3) **"In Use" Indication Lamp (Optional)**
The "In-Use" Indicator lamp serves to let you know when the lift is occupied. It will be lit while the lift is traveling or while someone is entering or exiting the lift.

4) **Service Key Switch**
The key switch is strictly for use by authorized Garaventa service representatives only.

5) **Door Interlock Emergency Access Hole (Power Lock 2000)**
The hole provides access to the door interlock, so that the enclosure door may be opened manually using the special interlock tool, in the event of a power failure or electrical malfunction



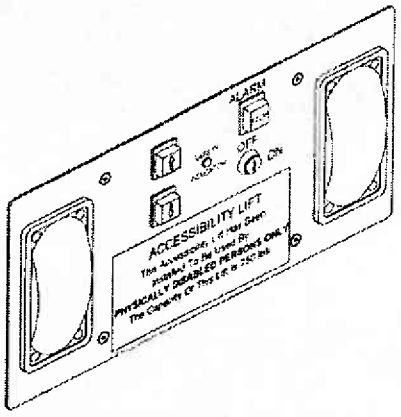
When the interlock is opened manually, the safety mechanisms of the lift are over ridden. Extra care should be taken and no one should ever position themselves or any part of their body under the platform at any time.

AAB 06/15/26, Page 156

AAB 36

Platform Controls

1) **Keyless Platform Controls (Standard)**
Standard platform controls are keyless so the directional control switch is ready for operation when the user boards the platform.
Keyed Platform Controls (Optional)
Keyed platform controls restrict the use of the lift to authorized persons only. The platform controls will not work unless an ADA compliant key is inserted and the key switch is turned on.



Optional Push Button Style Platform Controls Shown

2) **Rocker Switches (Standard)**
The standard platform control has a constant pressure directional rocker switch. To move the platform up, depress and hold the upper portion of the switch. To move the platform down, depress and hold the lower portion of the switch. When the platform reaches the desired landing it will automatically stop.

3) **Illuminated Push Button Style Directional Switches (Optional)**
To use the illuminated platform directional buttons simply depress and hold the applicable arrow to move the platform in the desired direction. When the platform reaches the landing it will automatically stop.

In the center of the control panel there is a small green indicator lamp. The indicator lamp reports the status of the safety circuit. When the lift is energized and the directional control is pressed the lamp will illuminate indicating that the safety circuit is active. If the lamp does not illuminate;

a) There is a fault in the electrical safety circuit.
b) The motor direction timer is engaged. Wait for 5 seconds before pressing the directional control.
c) There is no power to the lift.

4) **Emergency Stop Button**
The Emergency Stop Button cuts power to the lift, stopping the movement of the lift. When the Emergency Stop button is pressed an audible alarm will sound to alert personnel that there is someone inside the lift requiring assistance.

AAB 06/15/26, Page 157
AAB 37

Platform Controls cont'd

5) **Platform Courtesy Lighting**
The two large clear lamps on either side of the "push button" control panel provide courtesy lighting on the platform when the lift is in operation. In the event of a power failure the courtesy lights will automatically turn on.

Operation Instructions



Safety First!

1) Make certain that you are fully familiar with all of the controls and functions of the Garaventa Genesis vertical lift before using it.
2) The platform of a vertical lift is quite different from the cab of a standard elevator, in that it is not a fully enclosed cab. When the lift is traveling make sure that your feet, hands and any loose clothing are as far from the edges of the platform as possible. Always rest your hands on the handrail provided. Do not rest your hands on top of the platform side walls while the lift is in motion.
3) Keep your hands away from the hinged edge of the door when it is opening & closing. The swinging door may pinch fingers.
4) Watch out for children when using the vertical lift.
5) If you are using a wheelchair on the Genesis lift, the wheels must be locked at all times while the lift is moving.
6) Your Genesis vertical lift is rated to carry a maximum capacity of 750 lbs (340 kg). **Do not exceed this rated load.**

Calling the Lift to your Landing

To call the platform to your landing, perform the following;

1) Call Station (Keyless) – Push and hold the direction switch to bring the lift to your landing. When the platform reaches the landing, it will automatically stop.
2) Call Station Operation Key Switch (if equipped) – Insert your ADA compliant key and turn it to the "ON" position. Follow the same procedure as in Step 1. When the platform has arrived at your landing, turn the key to the "OFF" position and take the key with you.

NOTE - If the "IN USE" indicator lamp (if equipped) is on, the controls at the call station will be de-activated.

AAB 06/15/26, Page 158

AAB 38

Entering the Lift

Once the lift has arrived at your landing, it is ready for you to enter. The doors will automatically unlock when the platform arrives at the landing. The standard interlock configuration is for the door to remain unlocked as long as the platform is at that landing. An optional delay door lock configuration will lock the door automatically when the lift has been idle for a certain period of time. The purpose of automatic locking is to prevent unauthorized access to the interior of the lift in areas where vandalism is a concern. Consult your authorized Garaventa service representative if you wish to have the automatic locking feature activated.

Traveling Inside the Lift

1) Once you are safely settled on the platform, make sure that the door is closed firmly.

2) Keyless Platform Operation – Push the directional control switch in the direction you wish to travel. Remember that the switches are constant pressure and that the lift will stop moving as soon as you release the switch. When you reach the next landing, the platform will automatically stop and the door at this landing will unlock as soon as you release the directional control switch.

3) Platform Operation Key Switch (if equipped) – Insert your ADA compliant key and turn it to the "ON" position. Follow procedure - step #2.

Exiting the Lift

1) When you have reached the desired landing and the lift has come to a stop, turn the operation key switch (if equipped) to off, and remove your key. The door interlock will disengage.

2) Push the door open and exit the lift.

Note: When you turn the platform operation key switch off, an exit timer is automatically started. The purpose of the exit timer is to lock out the call station controls, so that the first user will have time to exit the lift before another user can call the platform. This is usually set for 10 seconds.

AAB 06/15/26, Page 159

AAB 39

Manual Travel

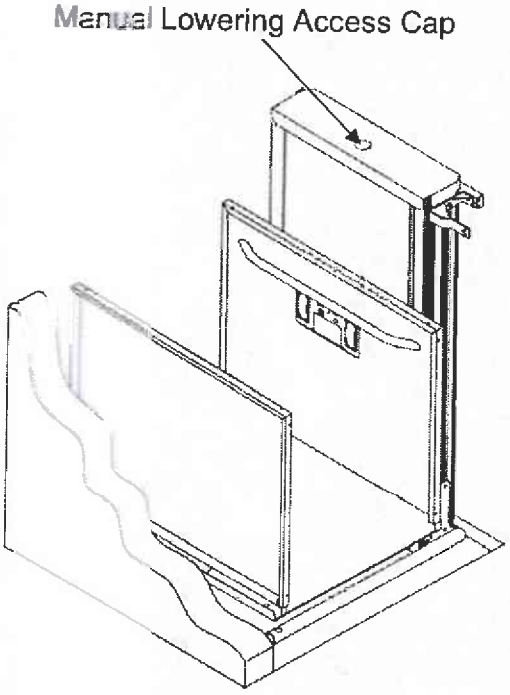
Manual travel may be required when there is a power failure or an electrical fault, which causes the lift to stop while someone is still on the platform in between landings.



Manual Lowering Handwheel – Leadscrew Model Only

The manual lowering handwheel has a black plastic handle fitted to a keyed shaft. The manual lowering handwheel is used to lower the platform in the event that mains power is lost. The handwheel should be stored in a safe place, such as the custodial room.

Manual Lowering Access Cap – Leadscrew Model Only



The manual lowering access cap is located on the top cover of the drive mast. It is a domed cover, which must be popped off so that the manual lowering handwheel can be inserted.

Make sure that the mains power is disconnected from the vertical lift before removing the access cap. If the main drive motor of the lift were to start while the access cap was removed, serious injury may result.

Insert the manual lowering handwheel so the slot engages the cross pin located near the top of the leadscrew. Turn the handwheel in the clockwise direction to raise the platform. Turn the handwheel in counter-clockwise direction will lower the platform.

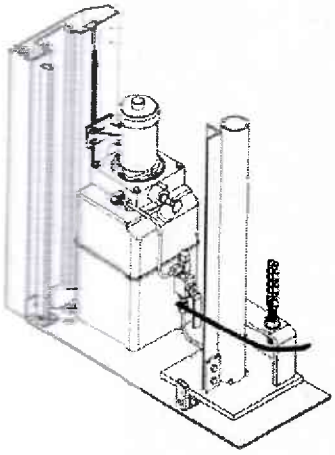
Replace the access cap on the mast cover as soon as you have finished manually moving the platform.

Once the platform reaches the bottom landing you may open the door by pressing the DOWN direction button. You will hear the door lock open to allow the passengers to exit the lift. Make sure the door is closed once they have exited the lift.

AAB 06/15/26, Page 160

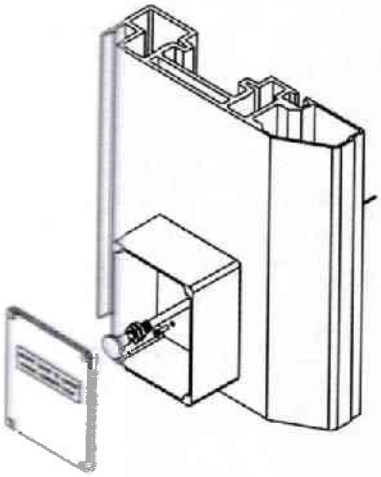
AAB 40

Manual Lowering – Hydraulic Model Only



Mast Installation (Enclosure Model)

The manual lowering is a pull knob located in a secured box on the side of the mast. The faceplate of the box must be removed to gain access to the lowering device. The knob then must be pulled to manually lower the platform.



Remote Installation (Shaftway Model)

For shaftway applications, the manual lowering device is shipped loose to allow the installer to mount the pull knob on the outside of the shaftway wall.

Once the platform reaches the bottom landing you may open the door by pressing the DOWN direction button. You will hear the door lock open to allow the passengers to exit the lift. Make sure the door is closed once they have exited the lift.

Replace the faceplate of the box as soon as you have finished manually moving the platform.

AAB 06/15/26, Page 161

AAB 41

Battery Powered Emergency Lowering (Optional) – Leadscrew Drive Model Only

If equipped, the battery-powered emergency lowering system is automatically activated in the event of a power failure. A secondary 24 VDC motor is engaged to the main screw of the lift and allows a user inside the lift to travel **downwards only**. This system moves the platform at a speed of approximately 1 ft/min. The battery powered emergency lowering is controlled by the down directional switch. Travel is permitted in the down direction only.

Auxiliary Power (Standard) on mains powered units– Hydraulic Drive Model Only

The auxiliary power system is automatically activated in the event of a power failure. 12 Volt DC batteries allow a user inside the lift to travel up or down in exactly the same manner as the normal operation.

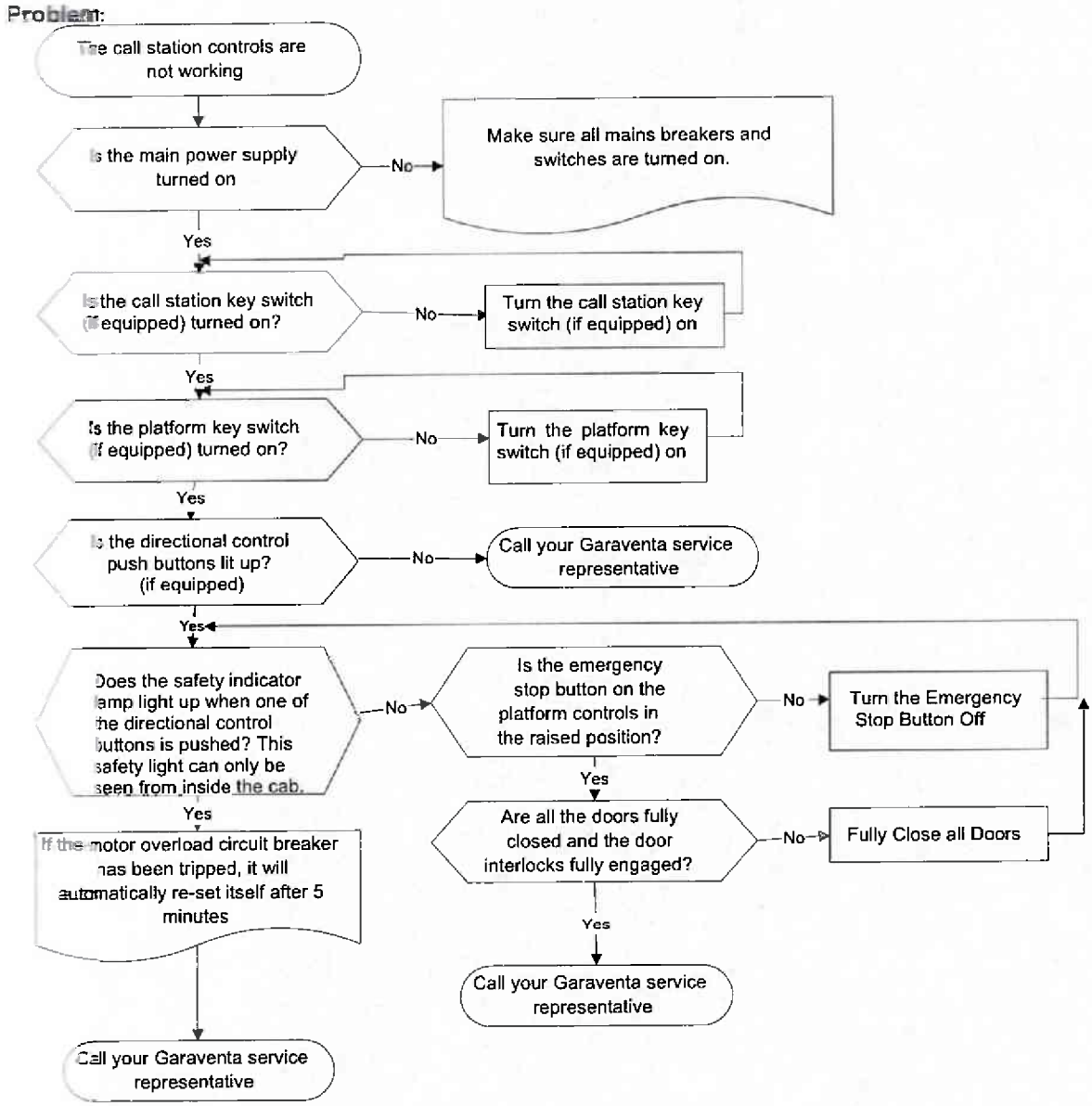
Platform Overload Sensor (EU models only)

European platforms are equipped with a platform overload sensor as required by code. When the weight loaded on the platform exceeds the rated capacity by 75kg's the lift will not operate. The load must be removed from the platform until the sensor resets allowing the lift to become operable.

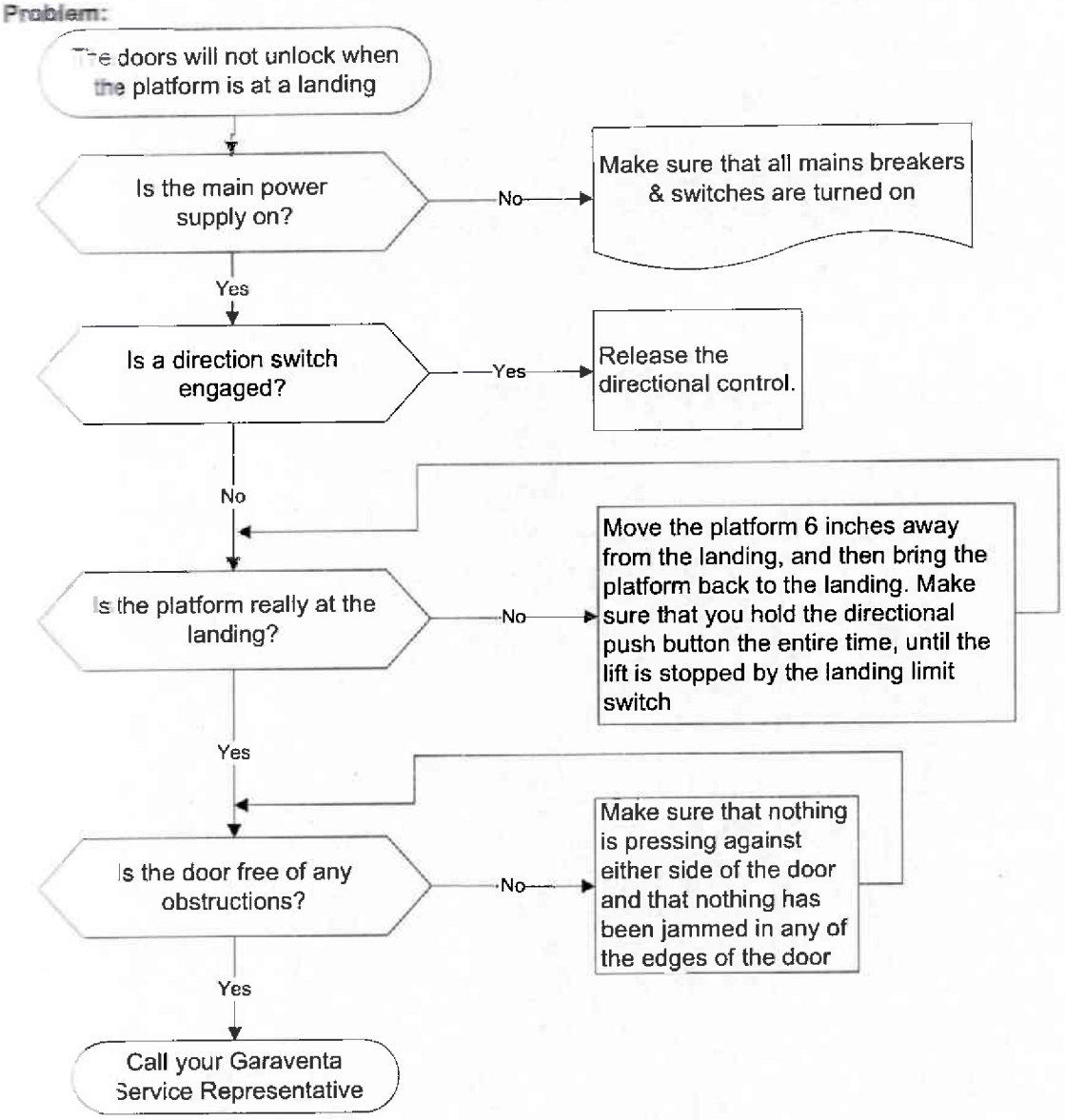
AAB 06/15/26, Page 162

AAB 42

Trouble Shooting



Problem:


The doors will not unlock when the platform is at a landing
Is the main power supply on?
No
Make sure that all mains breakers & switches are turned on
Yes
Is a direction switch engaged?
Yes
Release the directional control.
No
Is the platform really at the landing?
No
Move the platform 6 inches away from the landing, and then bring the platform back to the landing. Make sure that you hold the directional push button the entire time, until the lift is stopped by the landing limit switch
Yes
Is the door free of any obstructions?
No
Make sure that nothing is pressing against either side of the door and that nothing has been jammed in any of the edges of the door
Yes
Call your Garaventa Service Representative

Specifications – Leadscrew Model Only

Platform:

Platform Size:	941mm x 1370mm (36" x 54") standard platform size. (Other platform sizes available for Enclosure and Shaftway Models)
Rated Load:	Maximum 340 kg (750 lbs), with an ultimate load safety factor of 5
Speed:	3 meters (10 ft) per minute
Equipped with:	Non-slip surfaces on the deck

Operating Controls:

Keyless Controls:	ADA compliant keyless operation on call station and platform controls
Directional Controls:	Continuous pressure switches
Control Voltage:	24 VDC

Drive System:

Motor:	2 HP single phase AC Motor,
Drive Type:	ACME screw (1" diameter)
Power Supply:	120 VAC single phase, 50/60 Hz @ 20 Amps (North America Markets) 208 to 240 VAC single phase 50/60 Hz @ 16 Amps (International Markets)

Safety Features:

Safety Nut:	Steel safety nut automatically engages if drive nut fails. Platform falls less than ½" when safety nut engages. Engaging the safety nut trips the safety circuit.
Door Interlocks:	Door/gate interlocks are on a monitored safety circuit to ensure gates are properly locked during travel. Deadbolt (if equipped) fails in the locked position in the event of power failure.
Emergency Stop:	Stops platform travel and sounds audible alarm.

Finish:

Enclosure Frame & Drive Mast Rails: Anodized Aluminum (Champagne)

Enclosure Sidewall & Drive Mast Panels:	Standard electrostatically applied baked powder finish on steel panels – (Satin Grey).
Enclosure Panels:	Standard electrostatically applied baked powder finish on steel panels – (Satin Grey). Optional bronzed or clear Plexiglas panels or a completely painted enclosure any RAL color.

Noise Level:

Inside the car: 75Db Outside: 65Db (taken 1m away from the lift.)

Specifications – Hydraulic Model Only

Platform:

Platform Size:	914mm x 1370mm (36"x 54") standard platform size. (other platform sizes available for Enclosure and Shaftway Models)
Rated Load:	Maximum 340 kg (750 lbs), with an load safety factor of 5
Speed:	5.2 meters (17 ft) per minute at full load
Equipped with:	Non-slip surfaces on the deck

Operating Controls:

Keyless Controls:	ADA compliant keyless operation on call station and platform controls
Directional Controls:	Continuous pressure switches
Control Voltage:	24 VDC

Drive System:

Motor:	3HP (2.2 KW) single phase DC
Drive Type:	Chained Hydraulic (Dual 5/8" ANSI 50 chains)
Power Supply:	120 VAC single phase, 50/60 Hz @ 15 Amps (North America Markets) 208 to 240 VAC single phase 50/60 Hz @ 16 Amps (International Markets)

Safety Features:

Safety:	Monitored slack chain device. Automatically engages if the drive chain fails. The platform falls less than ½" when the slack chain safety device engages.
Door Interlocks:	Door/gate interlocks on a monitored safety circuit to ensure doors/gates are securely locked during use. Deadbolt (if equipped) fails in the locked position in the event of power failure.
Emergency Stop:	Stops platform travel and sounds audible alarm.

Finish:

Enclosure Frame & Drive Mast Rails: Anodized Aluminum (Champagne)
Enclosure Sidewall & Drive Mast Panels: Standard electrostatically applied baked powder finish on steel panels – (Satin Grey)
Enclosure Panels: Standard electrostatically applied baked powder finish on steel panels – (Satin Grey). Optional bronzed or clear Plexiglas panels or a completely painted enclosure any RAL color.

Noise Level: Inside the car: 75Db Outside: 69Db (taken 1m away from the lift.)

Preventive Maintenance

A Preventive Maintenance Program provided by your authorized Garaventa Dealer is required to maintain your Manufactures Warranty and to ensure safe and reliable operation of your lift.
It is the responsibility of the lift owner to ensure that maintenance is performed on a regular basis. It is recommended that a thorough servicing be carried out by your authorized Garaventa representative every three months or twenty-five hours of use, whichever comes first.
Your Garaventa representative has the training, expertise and parts to keep your Garaventa Genesis operating properly for many years. Ask your local representative about our Preventive Maintenance Agreement. This agreement will ensure that your lift will be properly maintained, and that the life of your Garaventa Genesis will be extended. Depending on the length of this agreement, your warranty could be extended up to five years.
Remember to report any significant problems, such as unusual noises or vibrations,
to your representative or Garaventa Lift. Do not operate the lift under these conditions. Between your representative's service calls, the owner can assist with the maintenance of the lift by checking the following points:

- Ensure that the extrusions, platform and other elements of the system are kept free of dirt, grease, wax and water.
- Contact your representative immediately if structural bolts and anchors appear to be loose.
- Check the safety features described in this manual. For example, ensure that the touch-sensitive ramps and plates (under the platform) stop the lift when met by an obstruction.
- Ensure the lift is operated periodically – it should be run at least once a week.

AAB 06/15/26, Page 167

AAB 47

Warranty Information

Warranty

Garaventa warrants this lift to be free from defects in materials and workmanship under normal use and service for a period of two (2) years from the date of installation, reasonable wear and tear excluded. Proof of the date of installation is required to determine the warranty period.

The warranty does not extend to any Garaventa Genesis Vertical Lift unit which has been subjected to misuse, neglect, accident, modifications or damage from fire, lightning or water, or used in violations of the instructions furnished, nor units repaired or altered by other than an authorized Garaventa dealer. This warranty does not cover service work, oiling, cleaning and minor adjustments that are required from time to time. Consult your local authorized Garaventa Lift Dealer.

Garaventa's liability hereunder is limited to repair and/or replacement only. Transportation and labor charges are not covered. Garaventa accepts no liability for any loss or damage resulting from use or misuse of the equipment, whether such damage is direct, indirect or consequential. All other express or implied warranties, statutory or otherwise, are excluded.

Warranty Registration

A warranty registration form must be filed with us within ten days of the completion of your Garaventa Genesis Lift installation.

Optional Extended Warranty Protection

As an option you are able to purchase extended warranty protection for your Garaventa Genesis Vertical Platform lift ***(Preventive Maintenance Agreement required)***. This will extend your warranty from two years to 7 years. (warranty details are available). The extended warranty covers all major components.

Important note: The extended warranty protection plan (PMA required) is available for purchase up to 30 days after lift installation. An extended purchase availability of up to 90 days after installation is available for an additional cost.

Protect your investment. Contact your local Garaventa dealer or Garaventa Lift for more information.

AAB 06/15/26, Page 168

AAB 48

COMMONWEALTH OF MASSACHUSETTS

SUFFOLK, ss. **ARCHITECTURAL ACCESS BOARD**
Docket No. V21-054

In re	)
	)
6 Unit Residential	)
8 Ashton Street	)
Boston	)
	)

BOARD DECISION

Procedural History

This matter is before the Architectural Access Board ("AAB" or "Board") based on an Application for Variance received on or about March 31, 2021, pursuant to 521 CMR 4.00, and submitted by J. Peter Vanko, AIA, authorized representative for Solmon Chowdhury, owner of Shanti Acquisition LLC (the "Petitioner"). The application requested a variance from the requirements of 521 CMR 28.1 (vertical access).

The Board initially addressed the application on April 26, 2021 at which time it voted to deny the request, finding that the Petitioner had not established impracticability. The written Notice of Action was issued on April 28, 2021. The Petitioner submitted a request for adjudicatory hearing on or about May 3, 2021. The Board granted the request with written notice thereof issued on June 22, 2021.

The initial hearing was held on July 12, 2021.[1] Mr. Vanko appeared on the Petitioner's behalf; Michael Muehe, access analyst for the Boston Center for Independent Living, also appeared. At the conclusion of the hearing, the Board voted to grant the application for relief from 521 CMR 28.1, to permit use of a LULA[2] instead of an elevator on the conditions that: (1) the first-floor apartments shall be designed as Group 2; (2) the second-floor apartments shall be designed as Group 1. Further, the Petitioner was ordered that, if the LULA could not run from the parking area to the second floor, it was to advise the AAB as soon as possible and the Board would review the matter again based on that limitation.

On July 5, 2022, the Board received Petitioner's request for a modification to the prior ruling, permitting the LULA to only run from the garage to the first floor (not also the second floor). At the Board's July 25, 2022 meeting, it voted to continue the matter and request additional clarification as to why the request was being made. The written First Amended Notice of Action, citing 521 CMR 28.12.1 (Wheelchair Lifts/Limited Use Elevators) was issued on July 28, 2022. On February 1, 2023, the Board received a letter from Petitioner stating that the requested change

[1] Due to the Governor's executive order arising from the COVID-19 pandemic, the hearing (as with the subsequent hearing) was held online via the Microsoft Teams platform.
[2] I.e., limited use and limited application elevators. *Cf*. G.L. c. 143, § 71E,

was due to financial hardship. At its February 27, 2023 meeting, the Board voted to schedule the application for an additional hearing. Notice thereof was issued on March 1, 2023.

The second hearing was held on March 27, 2023, in accordance with G.L. c. 30A, §§ 10 and 11; 801 CMR 1.02 *et seq.*; and 521 CMR 4.00.[3] All interested parties were provided with an opportunity to testify and present evidence to the Board. Alfonso Sira, RA, the Petitioner's new architect, appeared on its behalf as did Mr. Chowdhury. Mr. Muehe also appeared again. The witnesses were sworn in by the Board Chair. The instant decision now memorializes the votes taken at that time.

Applicable Laws & Regulations

Pursuant to 521 CMR 3.2 [New Construction], "[a]ll new construction of *public buildings/facilities* shall comply fully with 521 CMR."

521 CMR 20.2 addresses the location of accessible routes, directing that, "[w]ithin 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." "At least one *accessible route* shall connect *accessible buildings*, *facilities*, *elements* and *spaces* that are on the same *site*." 521 CMR 20.2.1.

Pursuant 521 CMR 28.1, "[i]n all multi-*story buildings* and *facilities*, each level including *mezzanines*, shall be served by a passenger elevator. If more than one elevator is provided, each passenger elevator shall comply with 521 CMR 28. *Accessible* elevators shall be on an *accessible route* and located within the *space* with which it is intended to serve."

521 CMR 28.12 and its subsections describe the various requirements related to platform lift devices, including general requirements for *accessible routes*.

In particular, 521 CMR 28.12.1 states that "Vertical wheelchair lift devices and Limited use elevators may be used as a part of an *accessible route* of travel in lieu of an elevator under any of the following circumstances.

a. To provide an *accessible route* to a performing area (stage) in an assembly occupancy.
b. To comply with the wheelchair viewing position line-of-sight and dispersion requirements of **521 CMR 14.4.1**.
c. In existing buildings where no other work is being performed, except for the installation of a vertical wheelchair lift.
d. In existing *buildings* of less than three *stories* in height or that have less than 3000 square feet per *story* unless the *building* is a shopping center, a shopping mall, or the professional office of a health care provider.
e. To provide vertical access where the distance between floors is less than a full *story* and where a *ramp* is not feasible."

Exhibits

The following documentation was entered into evidence:

[3] As was the prior hearing.

Exhibit 1: Board Packet AAB 1-24, including the Application for Variance, all correspondence, photographs and plans submitted (for the July 12, 2021 hearing); Board Packet AAB 1-94, including all prior and more (for the March 27, 2023 hearing).

Exhibit 2: Additional specification and plans provided at the hearing (submitted thereafter) (for the July 12, 2021 hearing).

Factual Findings

The following findings of fact and conclusions of law are supported by substantial evidence, based on the credited testimony of the witnesses, documents admitted into evidence and AAB records. G.L. c. 30A, § 11(2), § 14(7).

1) The new building on site will house six residential units distributed through three floors above a partially below-grade parking garage. AAB 12 (from the July 12, 2021, hearing).
2) The building will have an area of 10,739 ft² with 2,985 ft² in the garage, 2,672 ft² on the first floor and 2,541 ft² on each of the upper two stories. AAB 12, 18 (from the July 12, 2021, hearing).
3) The anticipated construction costs were estimated at $1.8. AAB 8 (from the July 12, 2021, hearing).[4]

Discussion

The Board's jurisdiction is established pursuant to 521 CMR 3.2 which states that "[a]ll new construction of *public buildings/facilities* shall comply fully with 521 CMR." Because the project is a new construction, it must be brought into full compliance with the applicable requirements of 521 CMR. The Petitioner concedes the Board's jurisdiction.

However, pursuant to 521 CMR 4.1, an "owner or an owner's representative or tenant who thinks that full compliance with 521 CMR is *impracticable* may apply to the *Board* for a *variance* from 521 CMR." Impracticability is defined to mean either that compliance with 521 CMR "would be technologically unfeasible" or that it would "result in excessive and unreasonable costs without any substantial benefit to persons with disabilities." 521 CMR 5.00.

As discussed in the prior decision, the project will construct a six-unit multi-family building with three floors over a partially below-grade parking garage. The Petitioner sought a variance from the requirement to include an elevator to all floors, arguing that: (1) the elevator footprint and override would negatively impact the availability of accessible units; and (2) the nature of the site prohibits all common elements to be on a single level. In lieu of an elevator, the Petitioner originally offered to provide an inclined lift as the accessible route from the parking garage to the first level of apartments.

The Petitioner asserted that, at approximately $180K, an elevator would constitute an excessive cost at over 10% of the entire building budget; this would prevent it from constructing

[4] As noted below, Mr. Chowdhury testified at the second hearing that costs are now expected to be approximately $3,000,000.

much-needed housing in this neighborhood. Subsequent to its original proposal, the Petitioner then proposed to install a LULA which would constitute only 2% of the total construction budget while still providing access to the accessible units located on the first floor.

At the original hearing, Mr. Vanko noted that real estate values were low in this neighborhood and these residences will be used for affordable housing. He also indicated that the proposed LULA, to cost approximately $75K, would be a straight-on, straight-off device. In response to a query from the Board, Mr. Vanko noted that the maximum vertical run for the LULA would be 27'. Therefore, it would not be able to run to all floors. However, it might be able to run from the parking garage to the second floor; he was to investigate and advise the Board in that regard. Finally, he also indicated that the Petitioner would be amenable to ensuring that the apartments on the first floor will be Group 2 units and that that those on the second floor will be Group 1 units.

Mr. Muehe argued that the Petitioner still had not established that the installation of a full elevator would constitute an excessive cost. He also urged that the entire building should be accessible, particularly given the overarching need for accessible housing in the area; it would provide a substantial benefit to persons with disabilities.[5]

As noted above, the Board issued a decision thereafter, granting the requested relief on the condition that the first-floor apartment were to be designed as Group 2 units, and that the second-floor units were to be Group 2.

Now, the Petitioner has requested additional relief. Particularly, it requests that the LULA only be required to run from the garage to the first-floor. In his initial submittal as project architect, Mr. Sira asserted that a modification to the planned height of the building means that the LULA will not be able to reach the second-floor. In response to the Board's request for clarification, his second submittal asserted that the reason for the change request was due to financial hardship, in that extending the LULA to the second-floor would render the project too expensive to pursue.

At the hearing, Mr. Chowdhury testified that costs have risen precipitously, from the originally anticipated $1,800,000 to approximately $3,000,000. The Board's Executive Director noted the Board's prior ruling and requirements therein; the submitted materials, however, failed to provide updated plans as ordered. More specifically, Mr. Joyce noted that the current plans fail to limn fully accessible Group 2 units on the first-floor, with insufficient clearances at bathrooms and throughout the residences. Neither Mr. Chowdhury nor Mr. Sira were able to provide updated plans, depicting conforming Group 2 units there, or Group 1 units on the second floor. Finally, upon questioning by the Board, Mr. Sira was unable to aver whether a LULA run to the second floor was actually possible or not.

The Board has now reviewed the application, including all submitted documentation and the testimony of the witnesses. It remains concerned that the witnesses were unable to respond in detail regarding crucial elements of the project and that the Petitioner has failed to provide updated plans as were ordered at the initial hearing. While it could now deny the application on a finding that the Petitioner has not established impracticability by substantial evidence (whether on the basis of technological impracticability or excessive costs without any substantial benefit to

[5] Mr. Muehe recapitulated these arguments at the second hearing.

persons with disabilities), it deems it reasonable to provide the Petitioner additional time to submit further information in these regards.

Conclusion and Order

In light of all of the foregoing, the Board votes as follows:

- to ***CONTINUE*** the application for relief from 521 CMR 28.1 and ***REQUIRE*** that the Petitioner provide additional information, including new architectural drawings (as were required in the prior decision), as well as specifications for a LULA with a run to the second floor, if possible.

A true copy attest, dated: April 10, 2023

ARCHITECTURAL ACCESS BOARD

By:

Dawn Guarriello, Chair

Patricia Mendez, Vice Chair

Raymond Glazier, Executive Office of Elder Affairs Designee

Jeffrey Dougan, Massachusetts Office on Disability Designee

Ana Julian, Member

Elizabeth Myska, Member

David Johnson, Member

A complete administrative record is on file at the office of the Architectural Access Board.

This constitutes an order of the Architectural Access Board. In accordance with G.L. c. 30A, §14 and G.L. c. 22, §13A, any person aggrieved by this decision may appeal to the Superior Court of the Commonwealth of Massachusetts within thirty (30) days of receipt of it.

Souders, Bradley (DPL)

From: Alfonso Sira <asira@sol-as.com>
Sent: Friday, March 3, 2023 11:03 AM
To: Souders, Bradley (DPL) <Bradley.Souders@mass.gov>
Cc: Solmon Chowdhury <solmon@shantiboston.com>
Subject: Re: V21-054/8 Ashton Street

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 Bradley,

Find attached a pdf of the letter from my client giving me the authority to represent him with AAB matters.

Let me know if you need anything else.

Best,

Alfonso

SHANTI

ACQUISITION & DEVELOPMENT

Mar 3, 2023

To Whom It may Concern,

This letter is to confirm that I, Solmon Chowdhury, owner of the project located at 8 Ashton st grant permission to transfer any variance requests from Peter Vanko to Alfonso Sira , to complete any further work needed on this permit process. If there are any questions or concerns please feel free to reach out at 617-438-2399 or solmon@shantiboston.com

Solmon Chowdhury
Shanti Acquisitions
2225 Washington St, Boston MA 02119
617-955-4900

Souders, Bradley (DPL)

From: Souders, Bradley (DPL)
Sent: Thursday, March 2, 2023 2:50 PM
To: asira@sol-as.com
Subject: 6 Unit Residential, 8 Ashton Street, Boston (V21-054) - Notice of 2nd Hearing
Attachments: 6 Unit Residential, 8 Ashton Street, Boston (V21-054) - Second Amended Notice of Action.pdf; 6 Unit Residential, 8 Ashton Street, Boston (V21-054) - Notice of 2nd Hearing.pdf

Good afternoon,

Please find attached the Notice of Hearing and Notice of Action for the above referenced case. The hearing is scheduled for March 27, 2023 at 2:00 PM. This hearing will be conducted remotely and the remote join information can be found below. Please let me know if you have any questions.

Join on your computer, mobile app or room device
Click here to join the meeting
Meeting ID: 267 162 465 010
Passcode: Yucrsd
Download Teams | Join on the web
Or call in (audio only)
+1 857-327-9245,,492370207# United States, Boston
Phone Conference ID: 492 370 207#
Find a local number | Reset PIN
Learn More | Meeting options

Best,

Bradley Souders (he/him/his)
Office Support Specialist II
Architectural Access Board
Office of Public Safety and Inspections
Division of Occupational Licensure
1000 Washington Street, Suite 710
Boston, MA 02118
O: 617-826-5256
M: 857-289-5276

MAURA HEALEY
GOVERNOR

KIM DRISCOLL
LIEUTENANT GOVERNOR

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

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

VARIANCE HEARING

Docket Number **V 21 054**

RE: 6 Unit Residential , 8 Ashton Street , Boston

You are hereby notified that an informal adjudicatory hearing before the Architectural Access Board has been scheduled for you to appear on Monday, **March 27, 2023** 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: J. Peter Vanko for modification of or substitution of the following Rules and Regulations: See Application
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

Dawn Guarnaccio WJ

Chairperson

Date: March 2, 2023

cc: Local Building Inspector
Independent Living Center
Local Disability Commission

MAURA HEALEY
GOVERNOR

KIM DRISCOLL
LIEUTENANT GOVERNOR

EDWARD A. PALLESCHI
UNDERSECRETARY OF CONSUMER AFFAIRS AND BUSINESS REGULATION

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

WILLIAM JOYCE
EXECUTIVE DIRECTOR, ARCHITECTURAL ACCESS BOARD

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

SECOND AMENDED NOTICE OF ACTION

Docket Number **V 21 054**

RE: 6 Unit Residential , 8 Ashton Street , Boston

On February 1, 2023 the Architectural Access Board received an additional submission from Petitioner The additional documents were reviewed by the Board on February 27, 2023 At that meeting, the Board voted as follows:

#	Section	Result
1	28.12.1	**SCHEDULE** 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: March 1, 2023

Palmira Mendez WJ

Chairperson

cc: Local Disability Commission
Local Building Inspector

Souders, Bradley (DPL)

From: Alfonso Sira <asira@sol-as.com>
Date: February 1, 2023 at 8:52:30 PM EST
To: "Joyce, William (DPL)" <William.Joyce@mass.gov>
Cc: Solmon Chowdhury <solmon@shantiboston.com>, "Ross, Michael P." <mross@princelobel.com>
Subject: Re: 8 Ashton Street Boston MA AAB Docket No. V21-054

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 William,

Find attached pdf of revised letter.

Alfonso

On Tue, Sep 20, 2022, 11:18 AM Joyce, William (REG) <william.joyce@state.ma.us> wrote:

> Good morning,
>
> Your submission does not make it clear why the LULA cannot run to floor 2 as originally discussed at the previous hearing.
>
> Sincerely,
>
> **William Joyce**
> Executive Director
> He/Him/His
> Architectural Access Board
> Office of Public Safety and Inspections
> Division of Occupational Licensure
> 1000 Washington Street, Suite 710
> Boston, MA 02118
> 617-727-0660
> www.mass.gov/aab
>
> ---
>
> **From:** Alfonso Sira <asira@sol-as.com>
> **Sent:** Monday, September 19, 2022 2:17 PM
> **To:** Joyce, William (DPL) <William.Joyce@mass.gov>
> **Cc:** Solmon Chowdhury <solmon@shantiboston.com>; Brian McElligott <pm@shantiboston.com>; Ross, Michael P. <mross@princelobel.com>
> **Subject:** Re: 8 Ashton Street Boston MA AAB Docket No. V21-054

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.

Good afternoon,

We are using a LULA that is traveling from the basement parking, entry of the building and first floor. The building design had to be modified, as shown in the drawings emailed previously, due to existing site conditions.

Please, let me know what additional information you need from us.

Alfonso

On Mon, Sep 19, 2022 at 2:04 PM Joyce, William (REG) <william.joyce@state.ma.us> wrote:

> Good afternoon,
>
> Attached please find an electronic copy of the First Amended Notice of Action for this case.
>
> Sincerely,
>
> **William Joyce**
> Executive Director
> He/Him/His
> Architectural Access Board
> Office of Public Safety and Inspections
> Division of Occupational Licensure
> 1000 Washington Street, Suite 710
> Boston, MA 02118
> 617-727-0660
> www.mass.gov/aab
>
> ---
>
> **From:** Alfonso Sira <asira@sol-as.com>
> **Sent:** Monday, September 19, 2022 1:12 PM
> **To:** Joyce, William (DPL) <William.Joyce@mass.gov>
> **Cc:** Solmon Chowdhury <solmon@shantiboston.com>; Brian McElligott <pm@shantiboston.com>; Ross, Michael P. <mross@princelobel.com>
> **Subject:** Re: 8 Ashton Street Boston MA AAB Docket No. V21-054
>
> 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 William,
>
> I heard the voicemail message that you left me, you mentioned that Peter Vanko was sent a letter with your last decision. I would also like to receive this letter.

Please, email me the last letter that you sent to Peter Vanko regarding your decision for this project.

Best,

Alfonso

On Tue, Jul 5, 2022 at 2:05 PM Alfonso Sira <asira@sol-as.com> wrote:

> William Joyce,
>
> I am the Architect working on 8 Ashton St Boston MA a new 6 Unit Residential Building, AAB Docket No. V21-054 My client had received a AAB variance for a LULA and we are now advising you of a modification to the original AAB decision.
>
> Find attached pdfs of the drawings that have been submitted to ISD and a letter.
>
> --
> Alfonso Sira, RA NCARB
>
> *www.sol-as.com*
> *Cell # 617-869-6806*

--
Alfonso Sira, RA NCARB

www.sol-as.com
Cell # 617-869-6806

--
Alfonso Sira, RA NCARB

www.sol-as.com
Cell # 617-869-6806

Commonwealth of Massachusetts
Architectural Access Board
1000 Washington Street,
Suite 710
Boston, MA 02118

January 26, 2023

Project address: 8 Ashton Street, Boston, MA 02124, AAB Docket No. V21-054

Dear William Joyce,

I am writing to you to follow up on your request for an explanation regarding why the LULA will not reach the second floor. My client has informed me that the reason for such a change is that this would create a financial hardship for the project to be executed and completed. The cost of extending the LULA to the second floor does not work financially to make the project cost effective. Also, in the past, projects such as 47 Sargent St, Roxbury, MA. A similar six unit condominium project with a similar LULA was approved and built with its LULA only reaching the units on the first floor.

Please, advise how to proceed to receive your approval for this modification.

Best Regards,



Alfonso Sira RA Ncarb
Sol and Associates Inc

Souders, Bradley (DPL)

From: Souders, Bradley (DPL)
Sent: Thursday, July 28, 2022 11:26 AM
To: J. Peter Vanko
Subject: 6 Unit Residential, 8 Ashton Street, Boston (V21-054) - First Amended Notice of Action
Attachments: 6 Unit Residential, 8 Ashton Street, Boston (V21-054) - First Amended Notice of Action.pdf

Good morning,

Please find attached the Notice or Decision for the above referenced case. If you require a paper copy of a Notice or Decision, you may contact me to request one, but be aware that the delivery of physical copies may be delayed.

If you wish to appeal the decision made in this case, you can fill out and send in an Adjudicatory Hearing Request form available here.

If you have any questions please do not hesitate to get in touch with the Board's staff.

Best,

Bradley Souders (he/him/his)
Office Support Specialist II
Architectural Access Board
Office of Public Safety and Inspections
Division of Occupational Licensure
1000 Washington Street, Suite 710
Boston, MA 02118
O: 617-826-5256
M: 857-289-5276

CHARLES D. BAKER
GOVERNOR

KARYN E. POLITO
LIEUTENANT GOVERNOR

MIKE KENNEALY
SECRETARY OF HOUSING AND ECONOMIC DEVELOPMENT

EDWARD A. PALLESCHI
UNDERSECRETARY OF CONSUMER AFFAIRS AND BUSINESS REGULATION

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

WILLIAM JOYCE
EXECUTIVE DIRECTOR, ARCHITECTURAL ACCESS BOARD

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

FIRST AMENDED NOTICE OF ACTION

Docket Number **V 21 054**

RE: 6 Unit Residential , 8 Ashton Street , Boston

On July 5, 2022 the Architectural Access Board received an additional submission from Petitioner
The additional documents were reviewed by the Board on July 25, 2022 At that meeting, the Board voted as follows:

#	Section	Result
1	28.12.1	**CONTINUED** to request Petitioner provide the Board with: Additional clarification on why a LULA cannot be used.

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: July 26, 2022

Palmira Mendez WJ
Chairperson

cc: Local Disability Commission
Local Building Inspector

Souders, Bradley (DPL)

From: Alfonso Sira <asira@sol-as.com>
Sent: Tuesday, July 5, 2022 2:05 PM
To: Joyce, William (DPL) <William.Joyce@mass.gov>
Cc: Solmon Chowdhury <solmon@shantiboston.com>; Brian McElligott <pm@shantiboston.com>; Ross, Michael P. <mross@princelobel.com>
Subject: 8 Ashton Street Boston MA AAB Docket No. V21-054

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.

William Joyce,

I am the Architect working on 8 Ashton St Boston MA a new 6 Unit Residential Building, AAB Docket No. V21-054 My client had received a AAB variance for a LULA and we are now advising you of a modification to the original AAB decision.

Find attached pdfs of the drawings that have been submitted to ISD and a letter.

--
Alfonso Sira, RA NCARB

www.sol-as.com
Cell # 617-869-6806

Commonwealth of Massachusetts
Architectural Access Board
1000 Washington Street,
Suite 710
Boston, MA 02118

July 5, 2022

Project address: 8 Ashton Street, Boston, MA 02124, AAB Docket No. V21-054

Dear William Joyce,

I am writing to you to advise you that the LULA that was approved for the project address above has been modified. The new modification is different from your Conclusion and Order stated in the docket No. V21-054 because it will not reach the second floor. The reason for such change is that the building has been modified and the proposed LULA will be traveling from the garage to the entry level and first floor level.

I have attached an updated set of drawings for the project.

Please, advise how to proceed to receive your approval for this modification.

Best Regards,



Alfonso Sira RA Ncarb
Sol and Associates Inc

Project Description

The construction project resides in Boston, MA and consists of a 3 Story Residential building (R-2) of type VA construction.

Code Information pertaining to Amendment to existing permit

CHAPTER 3
USE AND OCCUPANCY CLASSIFICATION

SECTION 310
RESIDENTIAL GROUP R

310.4 RESIDENTIAL GROUP R-2. APARTMENT HOUSES

SECTION 311
STORAGE GROUP S

311.3 LOW-HAZARD STORAGE, GROUP S-2
CHAPTER 5
GENERAL BUILDING HEIGHTS AND AREAS
SECTION 504
BUILDING HEIGHT AND NUMBER OF STORIES
TABLE 504.3
ALLOWABLE BUILDING HEIGHT IN FEET ABOVE GRADE PLAN
TABLE 504.4
ALLOWABLE NUMBER OF STORIES ABOVE GRADE PLANE

Occupancy Classification = R and S-2
Sprinklered
Type of construction = TYPE VA
Allowable height = 70'
Allowable number of stories above grade = 4 (R-2), 5 (S-2)

TABLE 508
MIXED USE AND OCCUPANCY
TABLE 508.4
REQUIRED SEPARATION OF OCCUPANCIES

Occupancy Classification = R and S-2
Sprinklered
1 Hour required separation

CHAPTER 6
TYPES OF CONSTRUCTION
SECTION 602
CONSTRUCTION CLASSIFICATION

TABLE 601
FIRE-RESISTANCE RATING REQUIREMENTS FOR BUILDING ELEMENTS (HOURS)
Type of construction = TYPE VA

BUILDING ELEMENT

Primary structural frame = 1

Bearing walls
Exterior = 1
Interior = 1

Nonbearing walls and partitions - Exterior = 0

Floor construction and associated secondary members = 1

Roof construction and associated secondary members = 1

1

CODE INFORMATION PROVIDED WITH PERMIT SET:

AS PER DRAWINGS SUBMITTED AND APPROVED FOR PERMIT #ERT 1099860 ISSUED BY THE CITY OF BOSTON'S ISD

PROPOSED USE — R-2 (MULTI-FAMILY) OVER S-2

CONSTRUCTION TYPE (TABLE 602) — 5A

WOOD FRAME UPPER STORIES W/ STRUCTURAL STEEL PODIUM GROUND FLOOR

BUILDING HEIGHT (CHAPTER 5) — 60' ALLOWED

NEW CONSTRUCTION: — 4 STORIES

12,000SF ALLOWED

RATED CONSTRUCTION (TABLE 601)
(1HR) EXT WALL
(1HR) INT BEARING
(1HR) PRIMARY STRUCTURE
(1HR) FLR/CLG
(1HR) ROOF

FIRE SEPARATION DISTANCE
5≤7<10 (1HR EXT WALL)

SEPARATION (SECTION 420, TABLE 508.4)
R-2 / S-2: 2HR
R-2 / B: 1HR
R-2 / A: 1HR
R-2 DEMISING: 1 HR
R-2 FLR/CLG: 1 HR

NEW 8" CONCRETE 1ST FLOOR — PROVIDES 2 HR (NFPA-251)

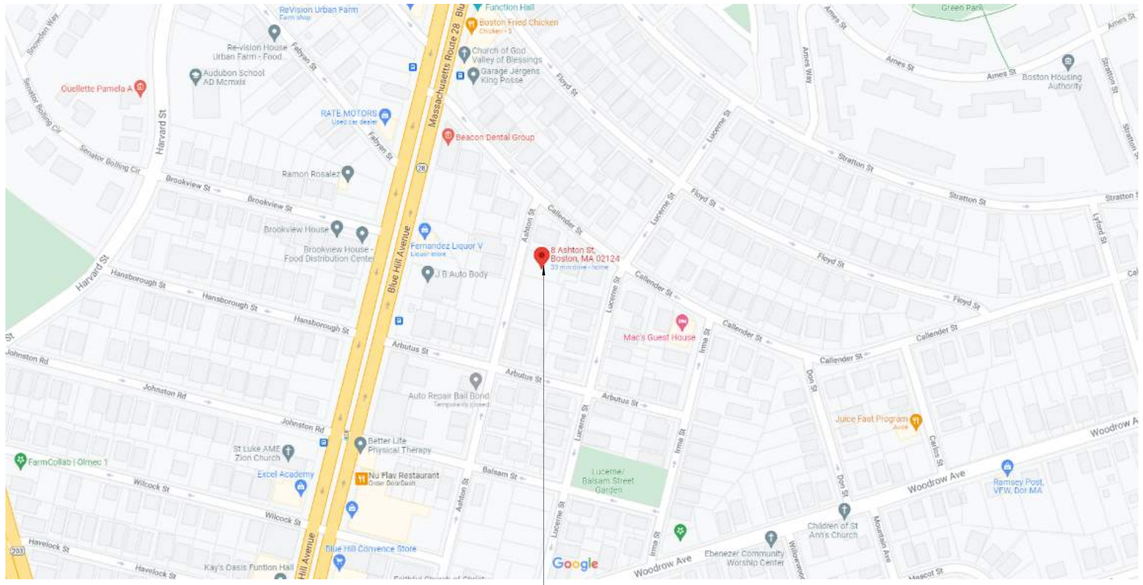
SHAFTS (713.4) — 2HR (CONNECTING 4 STORIES)

NTERIOR FINISHES (TABLE 803.11) — CLASS C

SPRINKLER (CHAPTER 9) — NFPA-13

EGRESS (CHAPTER 10) — (2) MEANS EACH FLOOR:
- STAIR (36")
- EMERGENCY ESCAPE
  + RESCUE OPENINGS AT BEDROOMS

INTERIOR ENVIRONMENT (CHAPTER 12)
4% FLOOR AREA NATURAL VENT EACH SPACE
8% FLOOR AREA NATURAL LIGHT OR ARTIFICIAL LIGHT



SITE

Drawing List		
Sheet Number	Sheet Name	Sheet Issue Date
2-ARCHITECTURAL		
A-100	Basement, Entrance and First Floor Plans	02/28/2022
A-101	2nd & 3rd Floor Plans	02/28/2022
A-103	Roof Plan	02/28/2022
A-300	Exterior Elevation	02/28/2022
A-301	Exterior Elevation	02/28/2022
A-302	Exterior Elevation	02/28/2022
A-303	Exterior Elevation	02/28/2022
A-400	Sections	02/28/2022
3-STRUCTURAL		
S-1	Foundation Plan	02/28/2022
S-2	Foundation Details	02/28/2022
S-3	Steel Framing Plan	02/28/2022
S-4	First Floor Framing Plan	02/28/2022
S-5	Second Floor Framing Plan	02/28/2022
S-6	Third Floor Framing Plan	02/28/2022
S-7	Roof Framing Plan	02/28/2022
4-HVAC		
H-100	Basement, Entrance and First Floor HVAC Plans	02/28/2022
H-101	Second and Third Floor HVAC Plans	02/28/2022
H-102	Roof HVAC Plan	02/28/2022
H-200	HVAC Notes	02/28/2022
H-201	HVAC Schedules	02/28/2022
H-202	HVAC Details	02/28/2022
H-203	HVAC Details	02/28/2022
H-204	HVAC Details & Risers	02/28/2022
5-PLUMBING		
P-100	Basement, Entrance and First Floor Plumbing Plans	02/28/2022
P-101	Second and Third Floor Plumbing Plans	02/28/2022
P-102	Roof Plumbing Plan	02/28/2022
P-200	Plumbing Notes	02/28/2022
P-201	Plumbing Details	02/28/2022
P-202	Plumbing Details	02/28/2022
P-203	Plumbing Risers	02/28/2022
6-ELECTRICAL		
E-100	Basement, Entrance and First Floor Power Plans	02/28/2022
E-101	Second and Third Floor Power Plans	02/28/2022
E-102	Roof Power Plans	02/28/2022
E-200	Basement, Entrance and First Floor Lighting Plans	02/28/2022
E-201	Second and Third Floor Lighting Plans	02/28/2022
E-300	Electrical Notes & Details	02/28/2022
E-301	Electrical Notes & Details	02/28/2022
E-302	Electrical Notes, Details and Risers	02/28/2022
7-FA		
FA-100	Basement, Entrance and First Floor Fire Alarm Plans	02/28/2022
FA-101	Second and Third Floor Fire Alarm Plans	02/28/2022
FA-200	Fire Alarm Notes & Details	02/28/2022
8-FP		
FP-100	Basement, Entrance and First Floor Fire Protections Plans	02/28/2022
FP-101	Second and Third Floor Fire Protections Plans	02/28/2022
FP-200	Fire Protections Details	02/28/2022
FP-201	Fire Protections Notes and Schedules	02/28/2022

PROJECT:
New 6 Unit Multifamily - Addendum to Permit #ERT 1099860

OWNER
SHANTI ACQUISITIONS, LLC.

ARCHITECT
SOL AND ASSOCIATES INC
523 MEDFORD ST
CHARLESTOWN, MA 02143
T:(617)-869-6806

STRUCTURAL:
T DESIGN, LLC
1248 RANDOLPH AVE
MILTON, MA 02186
T:(617)-797-6637

MEPFAFP:
ZADE ENGINEERING LLC
1 BILLINGS ROAD, SUITE 306
QUINCY, MA 02171
T:(617)-338-4406

GENERAL NOTES:

1. THE WORK SHALL CONFORM TO THE APPLICABLE BUILDING CODE AND OTHER ORDINANCES, CODES AND REGULATIONS LISTED IN THE SPECIFICATIONS OR ON THE DRAWINGS, AND REQUIRED BY LOCAL BUILDING AUTHORITIES. THE GOVERNING CODES, RULES AND REGULATIONS ARE COLLECTIVELY REFERRED TO AS "THE CODE." THE CONTRACTOR SHALL REPORT ANY INCONSISTENCIES, CONFLICTS OR OMISSIONS DISCOVERED TO THE ARCHITECT FOR INTERPRETATION PRIOR TO PERFORMING THE WORK.
2. THE CONTRACTOR SHALL ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THIS PROJECT INCLUDING SAFETY OF ALL PERSONS AND PROPERTY. THIS REQUIREMENT SHALL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS. THE CONTRACTOR SHALL PROVIDE PUBLIC PROTECTION, AS NECESSARY AND REQUIRED BY GOVERNING AGENCIES HAVING JURISDICTION, UNTIL CLIENT ACCEPTANCE OF THE PREMISES.
3. THE GENERAL CONTRACTOR IS SOLELY RESPONSIBLE FOR THE PROVISION AND MAINTENANCE OF ALL BRACING, SHORING, ENCLOSURES, BARRIERS OR SCAFFOLDING REQUIRED TO PROVIDE A SAFE WORKING ENVIRONMENT AS DICTATED BY SITE CONDITIONS AND THE PROGRESS OF WORK.
4. DURING THE ENTIRE CONSTRUCTION PERIOD, ALL EXITS, EXIT LIGHTING, FIRE PROTECTION DEVICES AND ALARMS SHALL BE CONTINUOUSLY MAINTAINED IN CONFORMANCE WITH LOCAL BUILDING CODE AND OTHER GOVERNING ENTITY REQUIREMENTS. U.N.O., ALL EXISTING, SERVICES AND DEVICES SHALL REMAIN ACTIVE.
5. THE CONTRACTOR SHALL PROTECT THE PROPERTY FOR THE CLIENT AND THE BUILDING OWNER. INCLUDING, BUT IS NOT LIMITED TO, WINDOWS, FLOOR AND CEILING FINISHES, PUBLIC TOILETS, ELEVATORS, DOORS & BUCKS, ELECTRICAL AND AIR-CONDITIONING EQUIPMENT. THE CONTRACTOR SHALL PROTECT ADJOINING PROPERTY. DAMAGE CAUSED BY THE CONTRACTOR'S WORK OR WORKMEN MUST BE MADE GOOD, IN A TIMELY FASHION. PATCHING AND REPLACEMENT OF DAMAGED WORK SHALL BE PERFORMED AT THE COST OF THE CONTRACTOR SHALL BE FULLY RESPONSIBLE FOR ALL SUB-CONTRACTORS. IF THE CONTRACTOR FAILS TO COMPLETE THE REPAIRS IN A TIMELY FASHION, SAID REPAIRS WILL BE MADE BY A CONTRACTOR SELECTED BY THE OWNER'S REPRESENTATIVE AND BACK CHARGED ACCORDINGLY.
6. THE CONTRACTOR SHALL INDEMNIFY AND SAVE HARMLESS THE LANDLORD, THE TENANT, AND ARCHITECT AGAINST ANY AND ALL CLAIMS AND DEMANDS FOR THE DAMAGE TO THE PROPERTY OF ANY PERSON, FIRM OR INDIVIDUAL OR FOR PERSONAL INJURIES (INCLUDING DEATH) ARISING OUT OF, OR SUFFERED WHILE ENGAGED IN, OR CAUSED, IN WHOLE OR IN PART, BY THE EXECUTION OF THE WORK; THE CONTRACTOR SHALL WELL AND TRULY DEFEND THE LANDLORD, TENANT AND ARCHITECT AND SHALL PAY ALL MONIES AWARDED FOR SUCH DAMAGES OR INJURIES (INCLUDING DEATH), ALL COSTS INCLUDING ATTORNEY'S FEES SUSTAINED, AND SHALL OBTAIN A FULL ACQUAINTANCE AND RELEASE IN FAVOR OF THE LANDLORD, TENANT AND ARCHITECT, UNLESS SUCH LIABILITY RESULTS SOLELY FROM THE NEGLIGENCE OF THE LANDLORD, TENANT, ARCHITECT, ITS AGENTS OR EMPLOYEES.
7. THE ARCHITECT SHALL NOT BE HELD RESPONSIBLE FOR THE PERFORMANCE OF ANY WORK, NOR FOR THE MEANS AND METHODS OF CONSTRUCTION CHOSEN BY THE CONTRACTOR OR ANY SUB-CONTRACTORS, NOR SHALL THE ARCHITECT GUARANTEE THE PERFORMANCE OF THEIR CONTRACTS.
8. THE CONTRACTOR SHALL PERFORM DAILY CLEANING OF THE JOB SITE DURING THE CONSTRUCTION PERIOD AND SHALL PROTECT FINISHED WORK FROM DAMAGE. IMMEDIATELY PRIOR TO TENANT OCCUPANCY, THE CONTRACTOR SHALL PERFORM FINAL CLEANING OF THE WORK AREA INCLUDING, BUT NOT LIMITED TO, WET WIPING OF FURNITURE, AND CASEWORK, WASHING AND WAXING OF VCT FLOORING AND THE VACUUMING OF CARPET. ALL CLEANING SHALL BE IN ACCORDANCE WITH MANUFACTURERS' RECOMMENDATIONS AND SMACNA IAQ GUIDELINES FOR OCCUPIED BUILDINGS.
9. THE CONTRACTOR IS RESPONSIBLE FOR COORDINATING THE WORK OF ALL SUB-CONTRACTORS AND SHALL PERFORM SUCH MISCELLANEOUS WORK AS MAY BE NECESSARY FOR THEM TO COMPLETE THEIR WORK. IT IS EXPECTED THAT THE CONTRACTOR SHALL ALSO CLOSELY COORDINATE THE WORK WITH THAT OF ALL OTHER VENDORS RETAINED BY THE CLIENT TO ASSURE THAT ALL SCHEDULES ARE MET AND THAT WORK PROCEEDS WITHOUT DELAY.
10. BIDDERS, BEFORE SUBMITTING PROPOSALS, SHALL VISIT AND CAREFULLY EXAMINE THE AREA AFFECTED BY THE WORK TO FAMILIARIZE THEMSELVES WITH THE EXISTING CONDITIONS AND THE DIFFICULTIES THAT WILL AFFECT THE EXECUTION OF THE WORK. SUBMISSION OF A PROPOSAL WILL BE CONSTRUED AS EVIDENCE THAT SUCH AN EXAMINATION HAS BEEN MADE, AND LATER CLAIMS WILL NOT BE RECOGNIZED FOR EXTRA LABOR, EQUIPMENT, OR MATERIALS, REQUIRED BECAUSE OF DIFFICULTIES ENCOUNTERED WHICH COULD HAVE BEEN REASONABLY FORESEEN HAD SUCH AN EXAMINATION BEEN MADE. THE GENERAL CONTRACTOR SHALL VERIFY ALL CONDITIONS AND DIMENSIONS ON THE JOB SITE AND REPORT ANY AND ALL DISCREPANCIES AND/OR UNUSUAL CONDITIONS TO THE ARCHITECT PRIOR TO FINALIZING BIDS OR COMMENCEMENT OF ANY CONSTRUCTION.
11. THE GENERAL CONTRACTOR SHALL MAKE KNOWN ANY AND ALL LIMITATIONS, EXCLUSIONS, OR MODIFICATIONS TO THE PROJECT DURING THE BID SELECTIONS PERIOD. ANY AND ALL LIMITATIONS, EXCLUSIONS, OR MODIFICATIONS NOT ITEMIZED IN THE BID PROPOSAL DOCUMENTS ARE PRESUMED "INCLUDED", IN WHICH CASE NO ADDITIONAL MONIES WILL BE ALLOCATED FOR THIS WORK.
12. EXISTING CONSTRUCTION AND DIMENSIONS SHOWN ARE PER EXISTING DRAWINGS. ALL EXISTING INFORMATION MUST BE VERIFIED IN THE FIELD. NEITHER THE OWNER NOR THE ARCHITECTS ARE RESPONSIBLE FOR ACCURACY OF EXISTING INFORMATION. EXISTING CONSTRUCTION CONDITIONS IN AREAS WHERE NEW WORK IS NOT PLANNED MAY BE NOT COMPLETELY SHOWN.
13. WITHIN ONE (1) WEEK (5 BUSINESS DAYS), OF THE AWARD OF THIS CONTRACT, PRIOR TO MOBILIZATION FOR ANY WORK, THE CONTRACTOR SHALL FURNISH A CONSTRUCTION SCHEDULE SHOWING CHRONOLOGICALLY THE PHASES OF THE WORK, AND ALL RELATED WORK FOR THE COMPLETION OF THE PROJECT. THIS SCHEDULE SHALL INDICATE ALL ORDERING LEAD TIMES, LENGTH OF TIME FOR EACH PHASE, ITS START AND COMPLETION, WITH A PROJECTED COMPLETION DATE.
14. CONTRACTOR AND SUBCONTRACTORS SHALL ATTEND JOB MEETINGS REQUIRED BY THIS CONTRACT.
15. ALL REQUIRED PERMITS MUST BE OBTAINED FROM THE FIRE DEPARTMENT PRIOR TO START OF CONSTRUCTION.
16. ALL COSTS FOR INSPECTIONS AND/OR TESTS SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR, U.N.O.
17. DO NOT SCALE THESE DRAWINGS; WRITTEN DIMENSIONS SHALL GOVERN. SHOULD ANY DIMENSIONAL DISCREPANCIES BE ENCOUNTERED, CLARIFICATIONS SHALL BE OBTAINED FROM THE OFFICE OF THE ARCHITECT.
18. LARGE SCALE DETAILS SHALL GOVERN OVER SMALLER SCALE PLANS AND ELEVATIONS.
19. THE CONTRACTOR AND EACH SUBCONTRACTOR SHALL WARRANTEE ALL WORK PERFORMED BY HIM DIRECTLY FOR A MINIMUM PERIOD OF ONE (1) YEAR AS SPECIFIED IN THE CONSTRUCTION CONTRACT. ALL DEFECTS OCCURRING IN THE GUARANTEED PERIOD SHALL BE CORRECTED AT NO ADDITIONAL COST.
20. THE CLIENT, ARCHITECT, CONSULTANTS AND ALL INSPECTORS FROM PERTINENT AGENCIES SHALL BE PERMITTED ACCESS TO THE JOB SITE AT ALL TIMES DURING NORMAL WORKING HOURS.
21. THE CONTRACTOR SHALL PROVIDE ALL LABOR, MATERIALS, AND EQUIPMENT TO EXECUTE ALL WORK,EXCEPT WHERE NOTED AS NOT IN CONTRACT (N.I.C.).
22. MINOR DETAILS NOT SHOWN OR SPECIFIED, BUT NECESSARY FOR PROPER CONSTRUCTION OF ANY PART OF THE WORK, SHALL BE INCLUDED AS IF THEY WERE INDICATED IN THE DRAWINGS, UNLESS OTHERWISE AGREED UPON. WHERE THE CONTRACT, CONSTRUCTION NOTES OR DRAWINGS CALL FOR ANY WORK OF A MORE STRINGENT NATURE THAN THAT REQUIRED BY THE BUILDING CODE, OR ANY OTHER ENTITY HAVING JURISDICTION OVER THE WORK, THE WORK OF THE MORE STRINGENT NATURE CALLED SHALL BE FURNISHED IN ALL CASES.

PROJECT NAME

NEW 6 UNIT MULTIFAMILY

PROJECT ADDRESS

8 Ashton Street, Boston, MA 02124

CLIENT

Shanti Acquisitions, LLC

ARCHITECT

SOL AND ASSOCIATES INC
523 MEDFORD ST
CHARLESTOWN, MA 02129
TELEPHONE: 617-869-6806

CONSULTANTS:

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THESE DRAWINGS ARE NOW AND DO REMAIN THE SOLE PROPERTY OF SOL AND ASSOCIATES INC. USE OF THESE PLANS OR ANY FORM OF REPRODUCTION OF THIS DESIGN IN WHOLE OR IN PART WITHOUT EXPRESS WRITTEN CONSENT IS PROHIBITED AND SHALL RESULT IN THE FULLEST EXTENT OF PROSECUTION UNDER LAW

REGISTRATION

REGISTERED ARCHITECT
ALONSO R. SOL
No. 50228
MASSACHUSETTS
COMMONWEALTH OF MASSACHUSETTS

Project number	SC21-012
Date	02/28/2022
Drawn by	SA
Checked by	SA
Scale	As indicated

REVISIONS

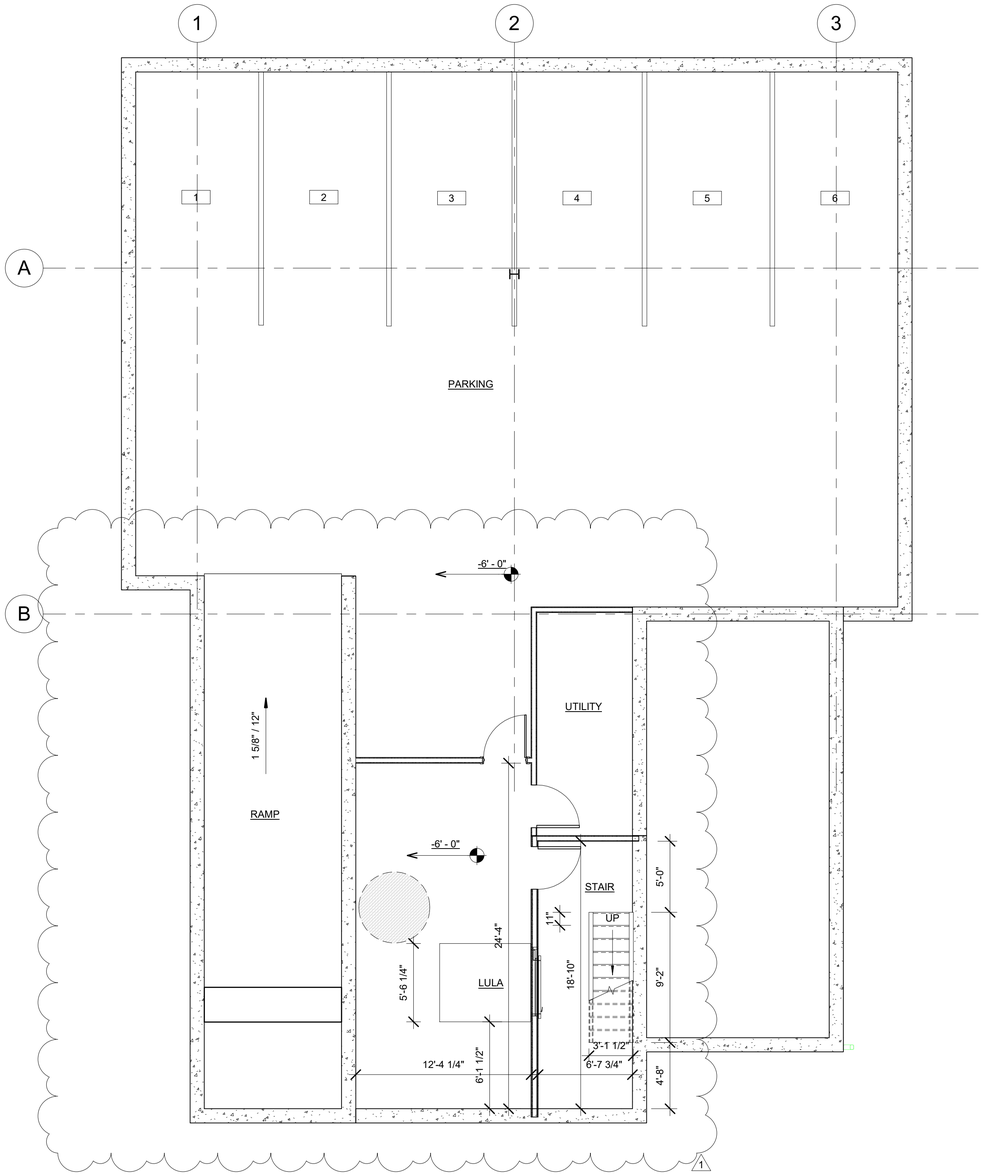
No.	Description	Date
1	Amendment #1	01/06/2022

Cover Sheet

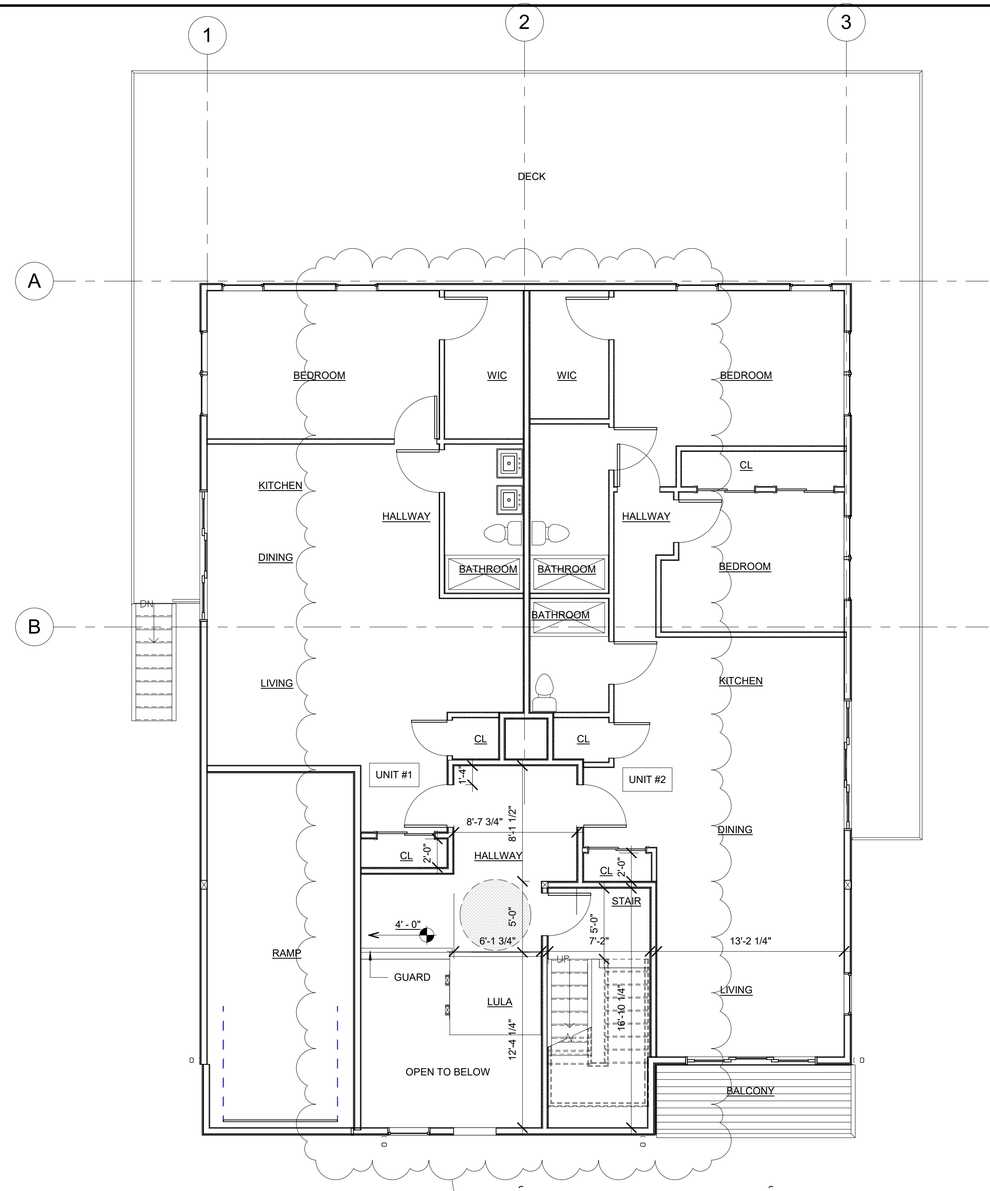
A-000

NEW 6 UNIT MULTIFAMILY

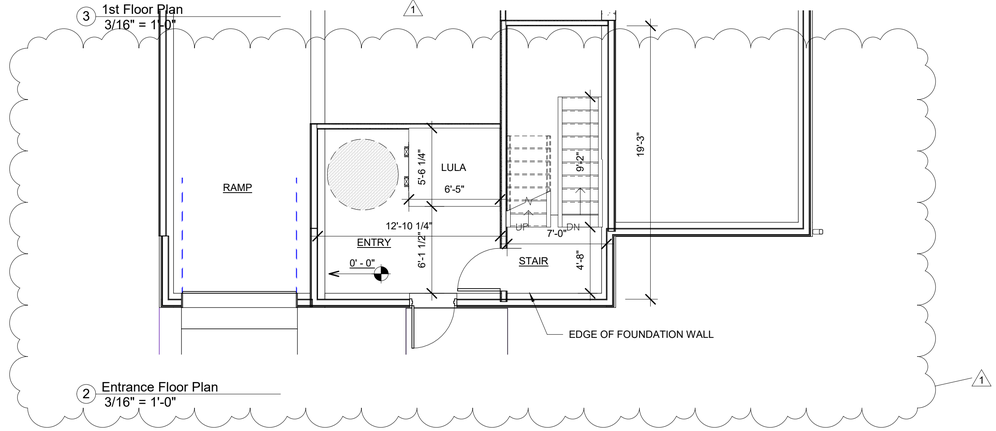
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2/28/2022 3:09:32 PM



1 Basement Floor Plan
3/16" = 1'-0"



3 1st Floor Plan
3/16" = 1'-0"



2 Entrance Floor Plan
3/16" = 1'-0"

PROJECT NAME

NEW 6 UNIT MULTIFAMILY

PROJECT ADDRESS

8 Ashton Street, Boston, MA 02124

CLIENT

Shanti Acquisitions, LLC

ARCHITECT

SOL AND ASSOCIATES INC
523 MEDFORD ST
CHARLESTOWN, MA 02129
TELEPHONE: 617-869-6806

CONSULTANTS:

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REGISTRATION

REGISTERED ARCHITECT ALONSO R SOL No. 50228 COMMONWEALTH OF MASSACHUSETTS

Project number	SC21-012
Date	02/28/2022
Drawn by	SA
Checked by	SA
Scale	3/16" = 1'-0"

REVISIONS

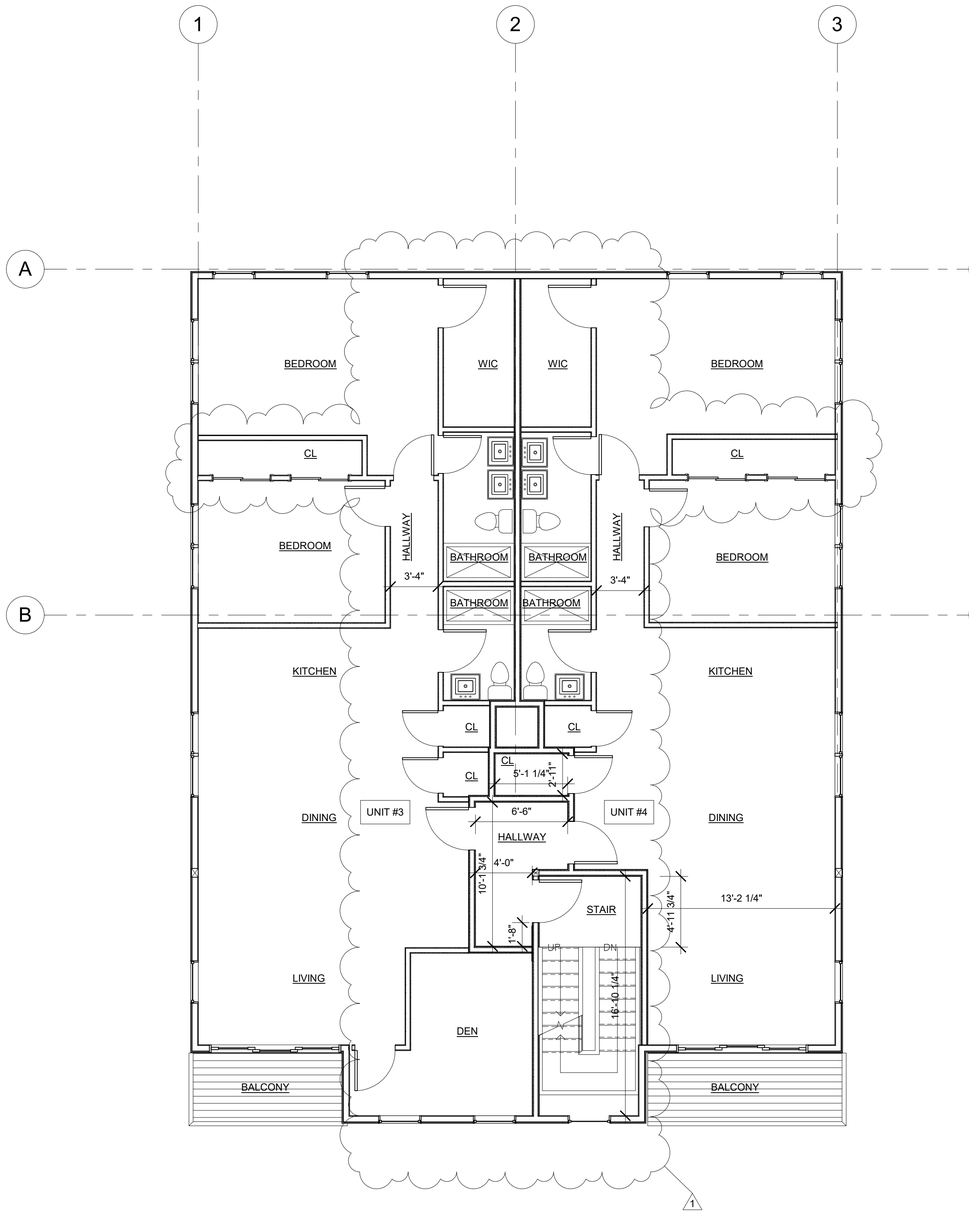
No.	Description	Date
1	Amendment #1	01/06/2022

Basement, Entrance and First Floor Plans

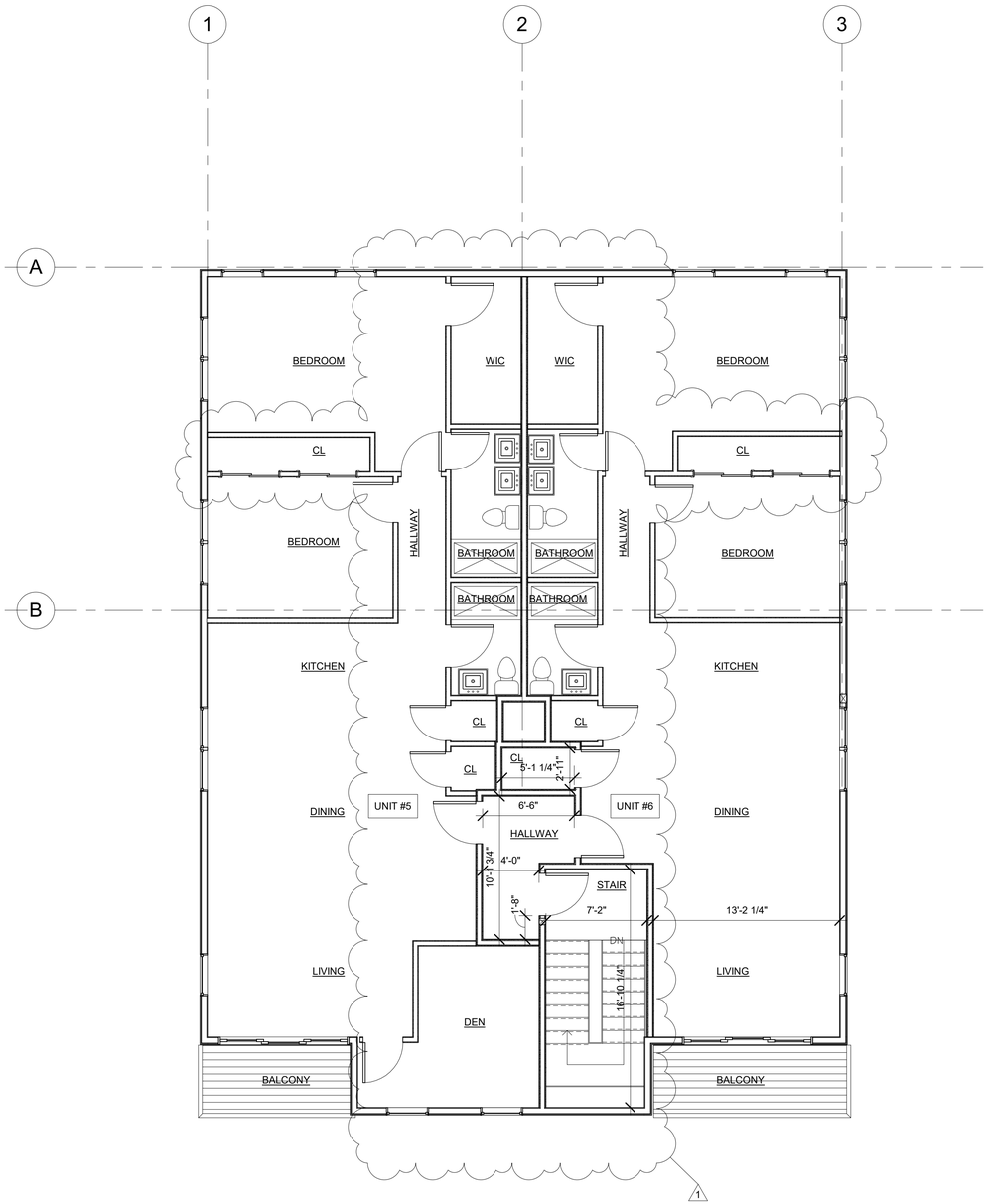
A-100

NEW 6 UNIT MULTIFAMILY

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1/18/2022 10:54:26 PM



2 2nd Floor
3/16" = 1'-0"



1 3rd Floor Plan
3/16" = 1'-0"

PROJECT NAME

NEW 6 UNIT MULTIFAMILY

PROJECT ADDRESS

8 Ashton Street, Boston, MA 02124

CLIENT

Shanti Acquisitions, LLC

ARCHITECT

SOL AND ASSOCIATES INC
523 MEDFORD ST
CHARLESTOWN, MA 02129
TELEPHONE: 617-869-6806

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REGISTRATION

REGISTERED ARCHITECT ALFONSO R. SOL No. 50228 MASSACHUSETTS COMMONWEALTH OF MASSACHUSETTS

Project number	SC21-012
Date	02/28/2022
Drawn by	SA
Checked by	SA
Scale	3/16" = 1'-0"

REVISIONS

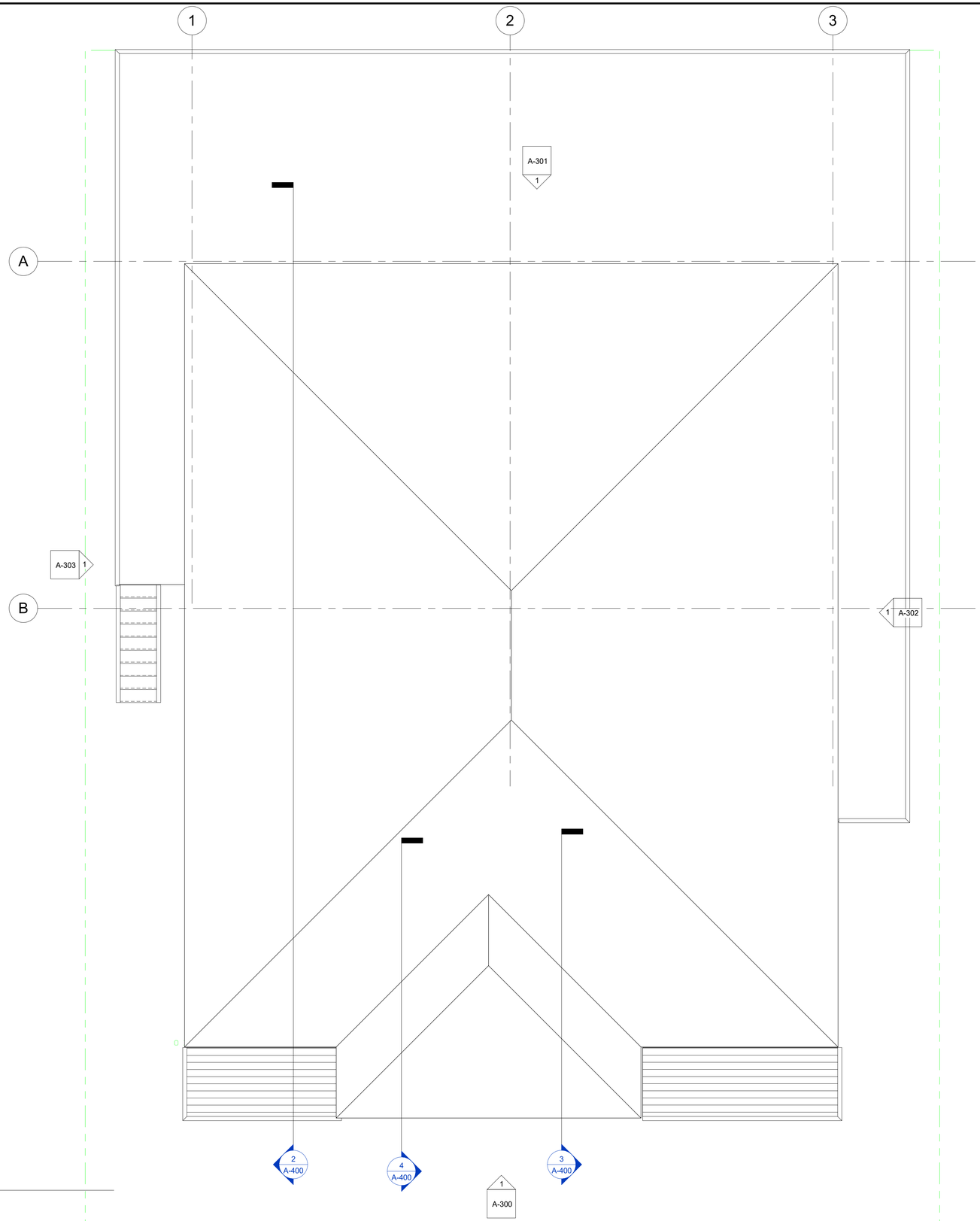
No.	Description	Date
1	Amendment #1	01/06/2022

2nd & 3rd Floor Plans

A-101

NEW 6 UNIT MULTIFAMILY

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2/18/2022 10:54:26 PM



1 ROOF
1/4" = 1'-0"

PROJECT NAME

NEW 6 UNIT MULTIFAMILY

PROJECT ADDRESS

8 Ashton Street, Boston, MA 02124

CLIENT

Shanti Acquisitions, LLC

ARCHITECT

SOL AND ASSOCIATES INC
523 MEDFORD ST
CHARLESTOWN, MA 02129
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REGISTRATION

REGISTERED ARCHITECT ALFONSO R. SOL No. 50228 COMMONWEALTH OF MASSACHUSETTS

Project number	SC21-012
Date	02/28/2022
Drawn by	SA
Checked by	SA
Scale	1/4" = 1'-0"

REVISIONS

No.	Description	Date

Roof Plan

A-103

NEW 6 UNIT MULTIFAMILY

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2/28/2022 3:09:35 PM



1 North (Front) Elevation
1/4" = 1'-0"

PROJECT NAME

NEW 6 UNIT MULTIFAMILY

PROJECT ADDRESS

8 Ashton Street, Boston, MA 02124

CLIENT

Shanti Acquisitions, LLC

ARCHITECT

SOL AND ASSOCIATES INC
523 MEDFORD ST
CHARLESTOWN, MA 02129
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REGISTRATION

REGISTERED ARCHITECT ALFONSO R SOL No. 50228 COMMONWEALTH OF MASSACHUSETTS

Project number	SC21-012
Date	02/28/2022
Drawn by	SA
Checked by	SA
Scale	1/4" = 1'-0"

REVISIONS

No.	Description	Date
1	Amendment #1	01/06/2022

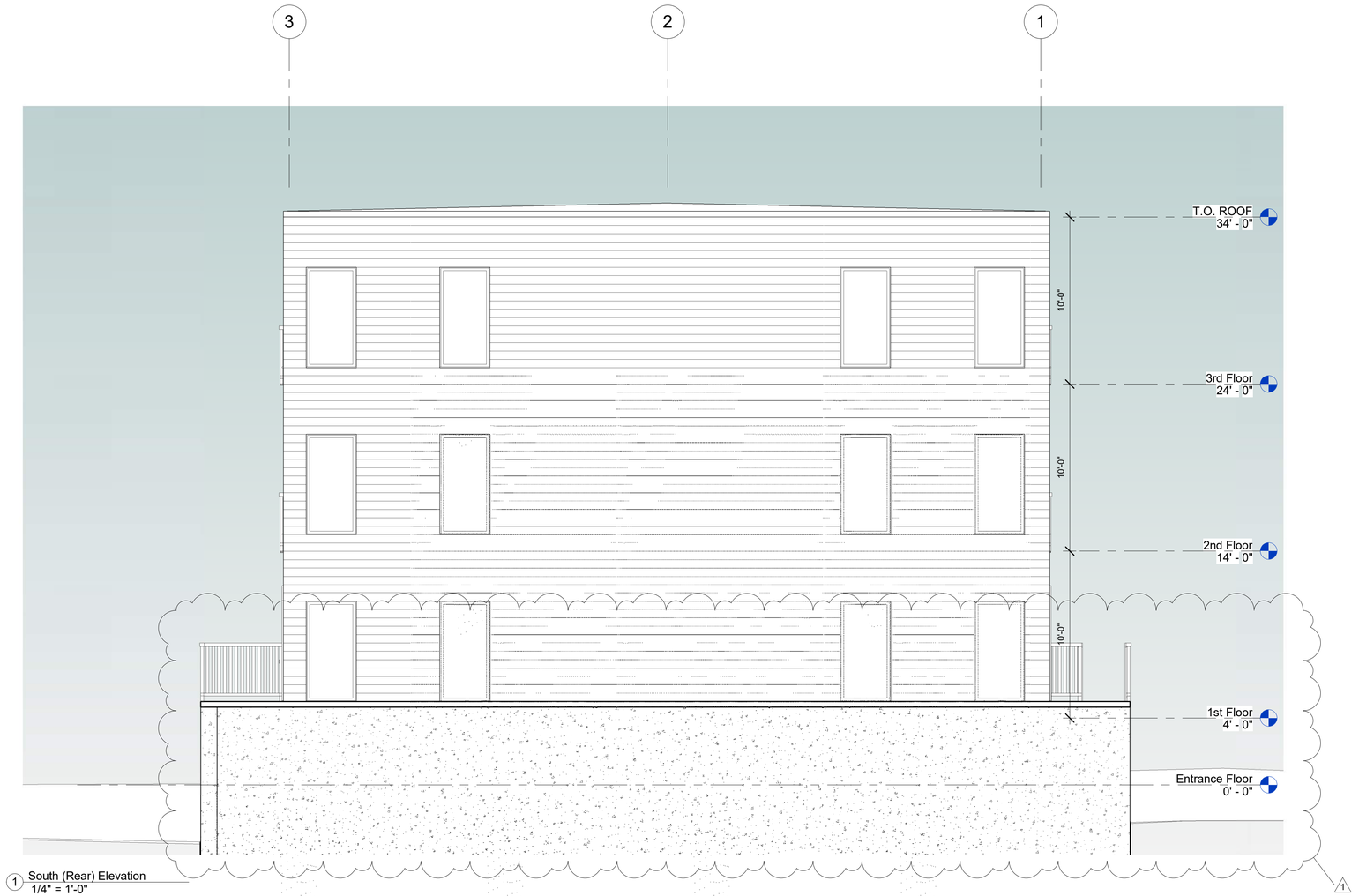
Exterior Elevation

A-300

NEW 6 UNIT MULTIFAMILY

C:\Users\asira\OneDrive\Jobs\Solmon Chowdhury\8 Ashton\Model\8 Ashton St Dorchester MA.rvt

1/28/2022 3:09:36 PM



1 South (Rear) Elevation
1/4" = 1'-0"

PROJECT NAME

NEW 6 UNIT MULTIFAMILY

PROJECT ADDRESS

8 Ashton Street, Boston, MA 02124

CLIENT

Shanti Acquisitions, LLC

ARCHITECT

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REGISTRATION

REGISTERED ARCHITECT ALONSO R. SOL No. 50228 MASSACHUSETTS COMMONWEALTH OF MASSACHUSETTS

Project number	SC21-012
Date	02/28/2022
Drawn by	SA
Checked by	SA
Scale	1/4" = 1'-0"

REVISIONS

No.	Description	Date
1	Amendment #1	01/06/2022

Exterior Elevation

A-301

NEW 6 UNIT MULTIFAMILY

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1 East (Right) Elevation
1/4" = 1'-0"

PROJECT NAME

NEW 6 UNIT MULTIFAMILY

PROJECT ADDRESS

8 Ashton Street, Boston, MA 02124

CLIENT

Shanti Acquisitions, LLC

ARCHITECT

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REGISTRATION

REGISTERED ARCHITECT ALFONSO R. SOL No. 5928 COMMONWEALTH OF MASSACHUSETTS

Project number	SC21-012
Date	02/28/2022
Drawn by	Author
Checked by	Checker
Scale	1/4" = 1'-0"

REVISIONS

No.	Description	Date
1	Amendment #1	01/06/2022

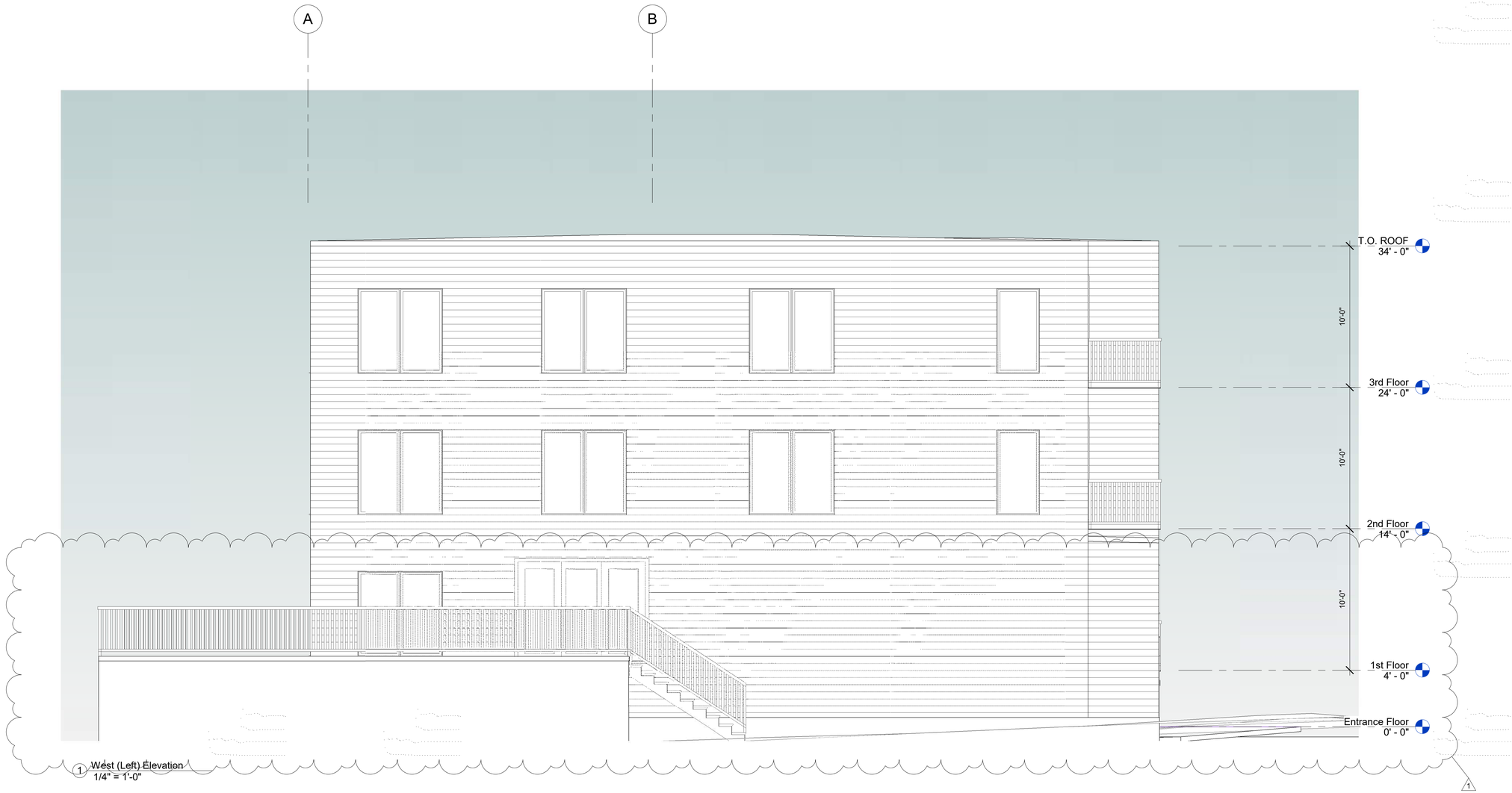
Exterior Elevation

A-302

NEW 6 UNIT MULTIFAMILY

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2/28/2022 3:09:39 PM



1 West (Left) Elevation
1/4" = 1'-0"

PROJECT NAME

NEW 6 UNIT MULTIFAMILY

PROJECT ADDRESS

8 Ashton Street, Boston, MA 02124

CLIENT

Shanti Acquisitions, LLC

ARCHITECT

SOL AND ASSOCIATES INC
523 MEDFORD ST
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TELEPHONE: 617-869-6806

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REGISTRATION

REGISTERED ARCHITECT ALFONSO R. SOL No. 9228 COMMONWEALTH OF MASSACHUSETTS

Project number	SC21-012
Date	02/28/2022
Drawn by	Author
Checked by	Checker
Scale	1/4" = 1'-0"

REVISIONS

No.	Description	Date
1	Amendment #1	01/06/2022

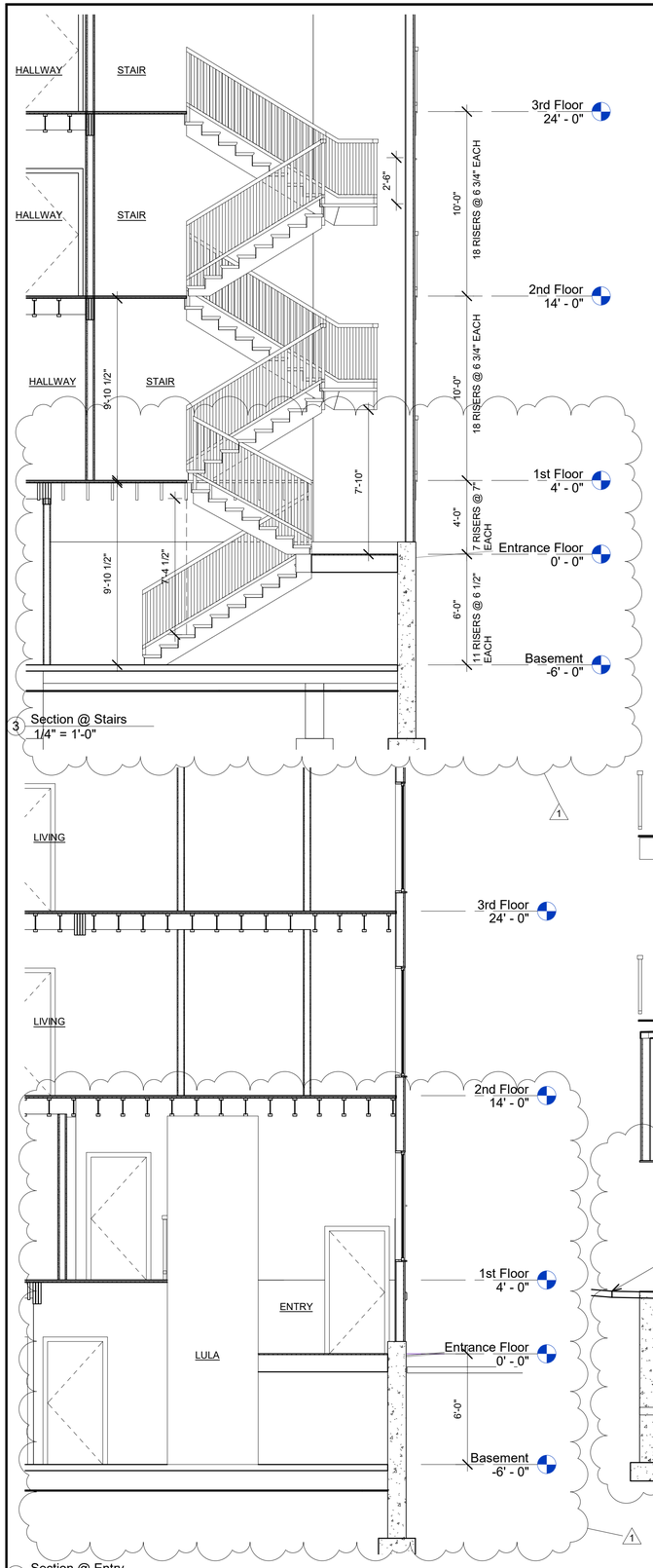
Exterior Elevation

A-303

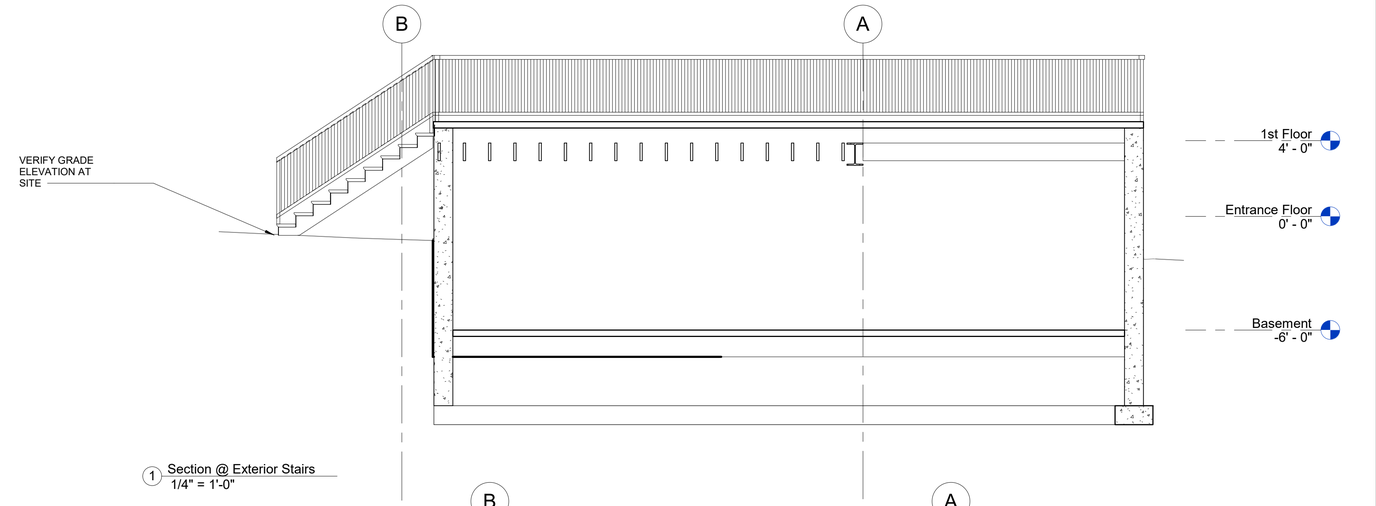
NEW 6 UNIT MULTIFAMILY

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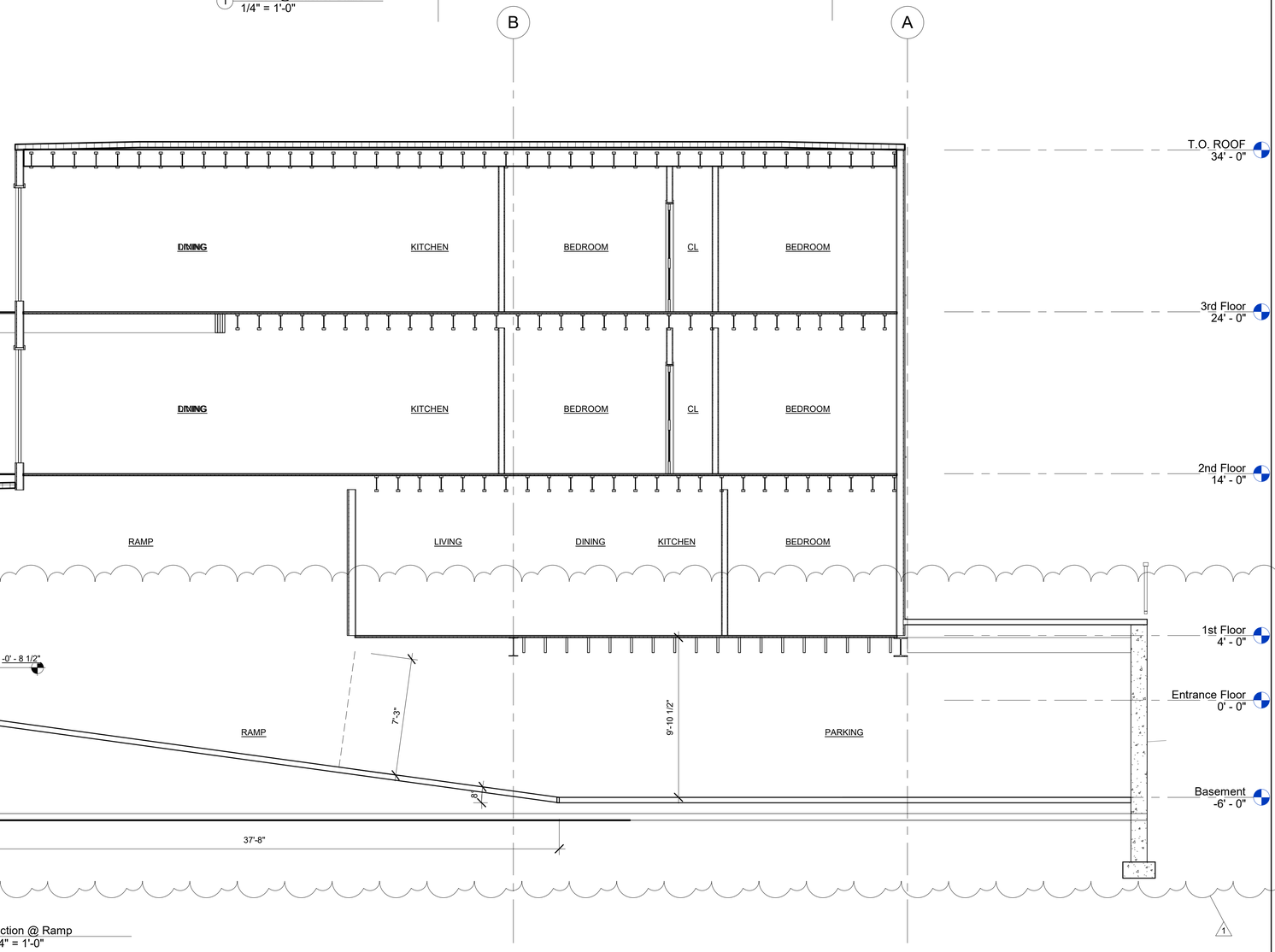
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3 Section @ Stairs
1/4" = 1'-0"



1 Section @ Exterior Stairs
1/4" = 1'-0"



2 Section @ Ramp
1/4" = 1'-0"

4 Section @ Entry
1/4" = 1'-0"

PROJECT NAME

NEW 6 UNIT MULTIFAMILY

PROJECT ADDRESS

8 Ashton Street, Boston, MA 02124

CLIENT

Shanti Acquisitions, LLC

ARCHITECT

SOL AND ASSOCIATES INC
523 MEDFORD ST
CHARLESTOWN, MA 02129
TELEPHONE: 617-869-6806

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REGISTRATION

REGISTERED ARCHITECT ALFONSO R. SOL No. 50228 COMMONWEALTH OF MASSACHUSETTS

Project number	SC21-012
Date	02/28/2022
Drawn by	SA
Checked by	SA
Scale	1/4" = 1'-0"

REVISIONS

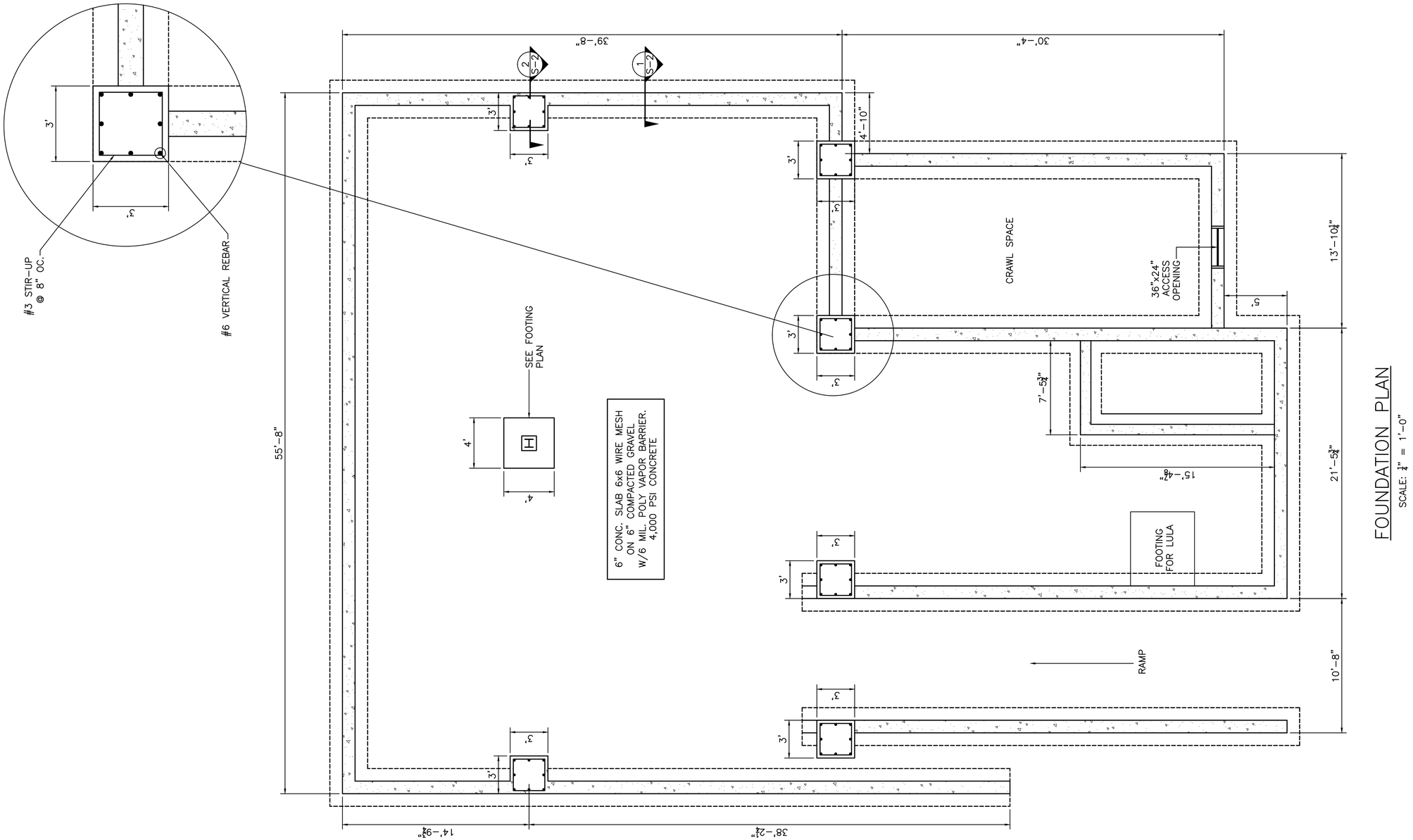
No.	Description	Date
1	Amendment #1	01/06/2022

Sections

A-400

NEW 6 UNIT MULTIFAMILY

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NEW CONSTRUCTION
8 ASHTON STREET
BOSTON, MA.

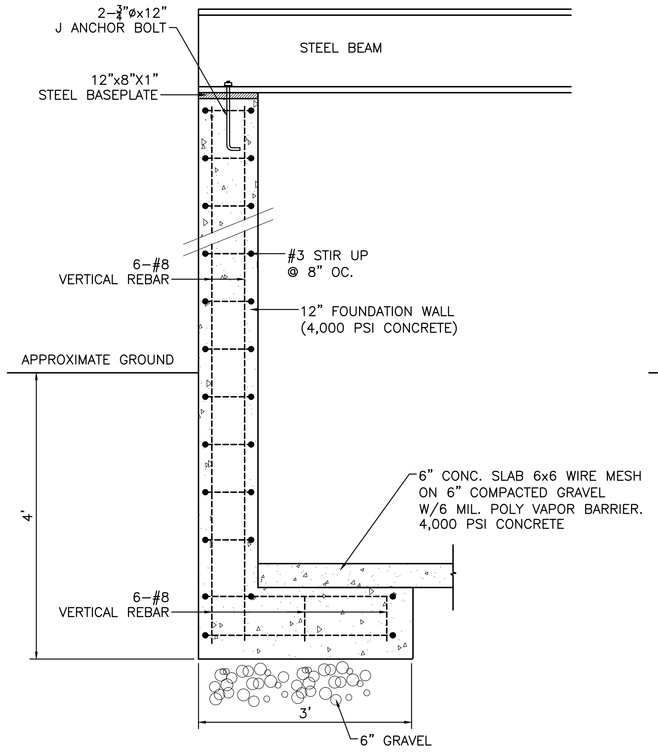
T DESIGN, LLC

1248 RANDOLPH AVE
MILTON, MA 02186
TEL: (617)-797-6637
EMAIL: QUOCTUANPE@GMAIL.COM

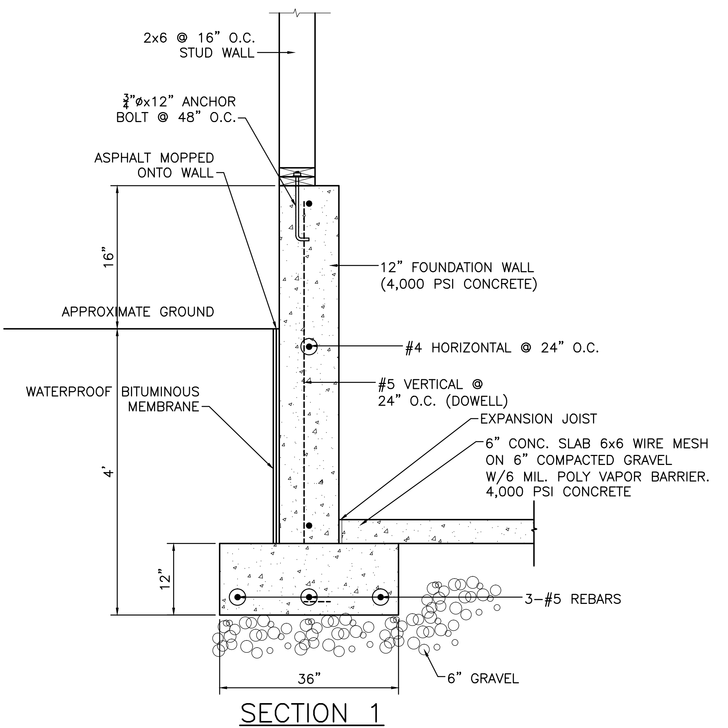
COMMONWEALTH OF MASSACHUSETTS
TUAN V. NGUYEN
STRUCTURAL
No. 45563
REGISTERED PROFESSIONAL ENGINEER

REV.	DATE

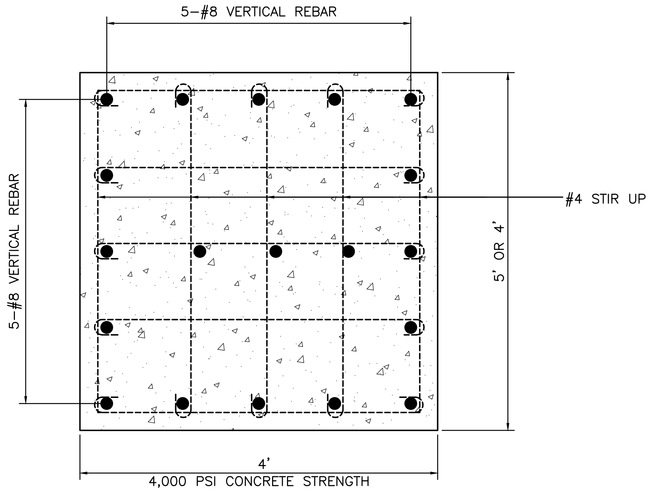
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DATE:	2/22/2022
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SHEET NO.:	S-1



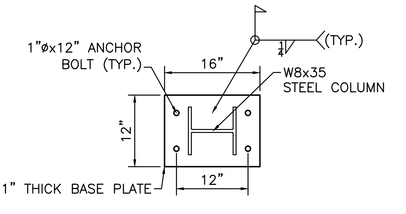
SECTION 2



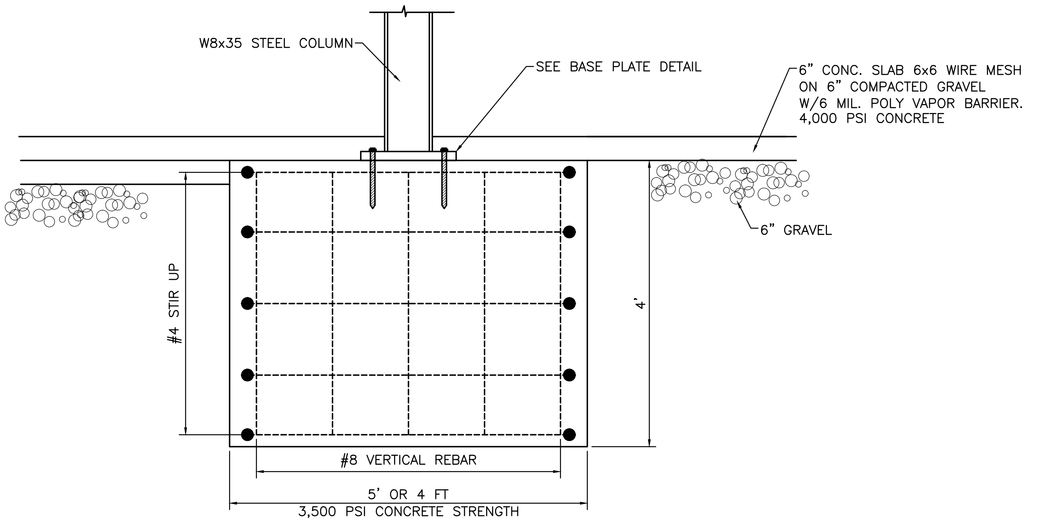
SECTION 1



FOOTING PLAN VIEW



TYPICAL BASEPLATE DETAIL
SCALE: ¾" = 1'–0"

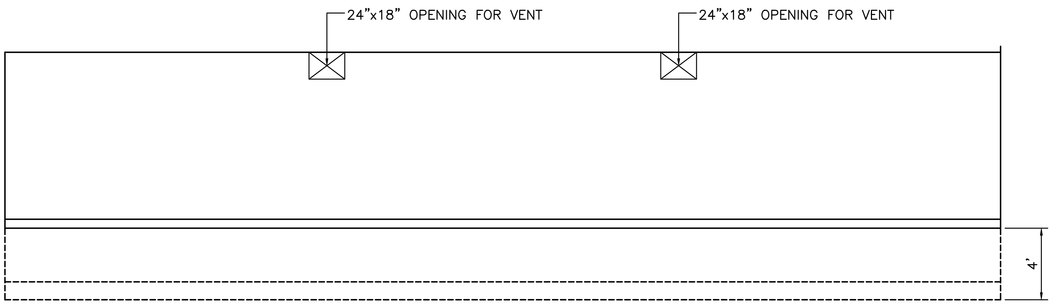


FOOTING CROSS SECTION VIEW

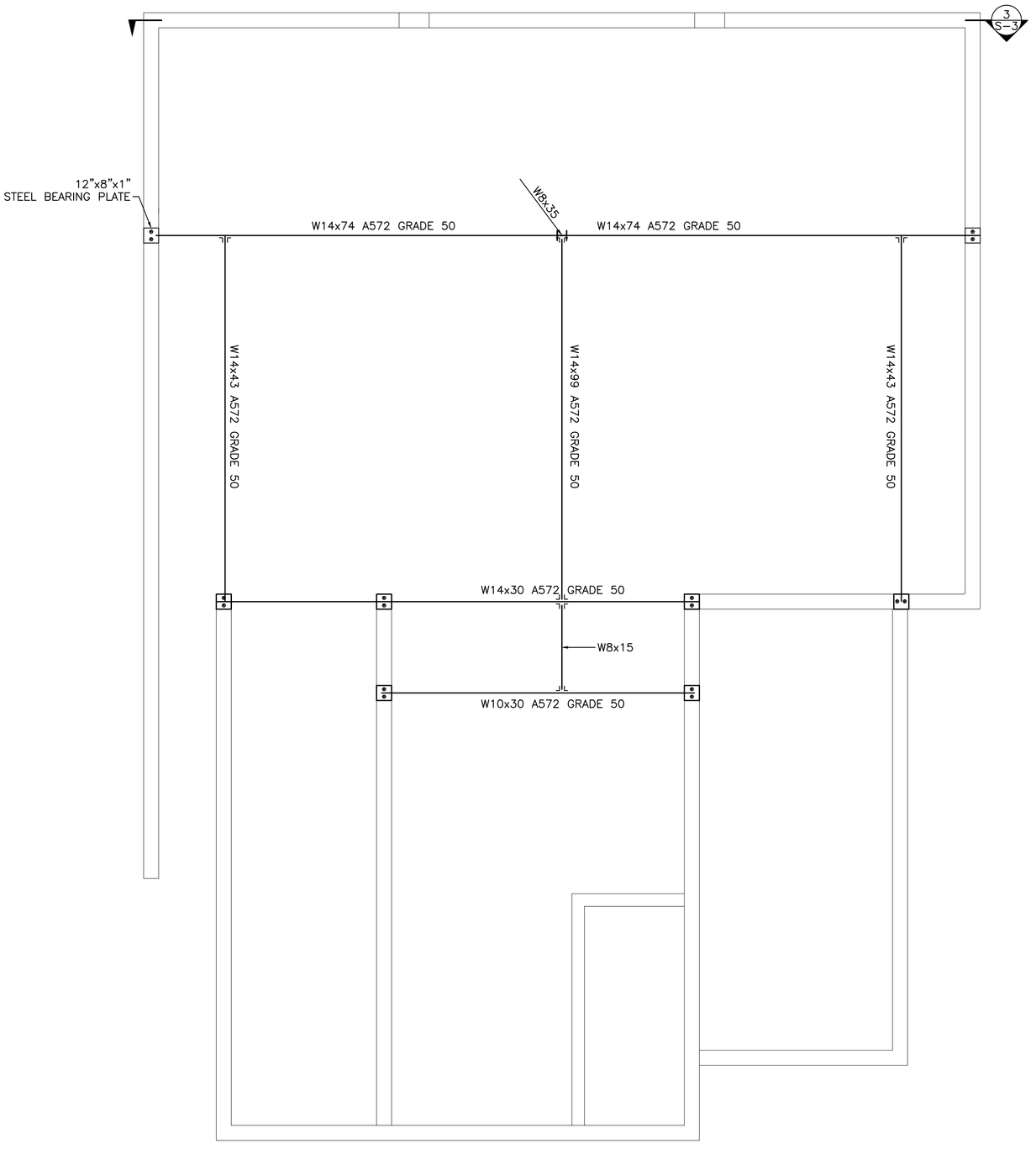
SHEET NO.:	SCALE:	DATE:	BY:	REV.	DATE
S–2		2/22/2022	TN		

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MILTON, MA 02186
TEL: (617)–797–6637
EMAIL: QUOCTIANPE@GMAIL.COM

NEW CONSTRUCTION
8 ASHTON STREET
BOSTON, MA.



SECTION 3



STEEL FRAMING PLAN

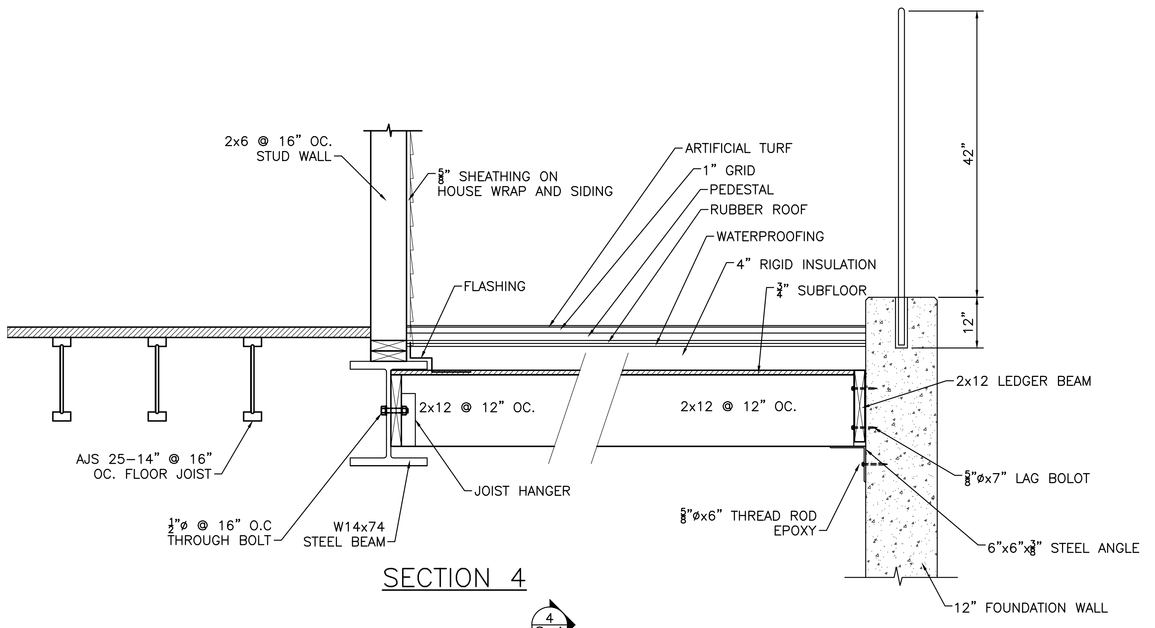
SCALE: $\frac{1}{4}$" = 1'-0"

SHEET NO.:	S-3
SCALE:	
DATE:	2/22/2022
BY:	TN
REV.	
DATE	

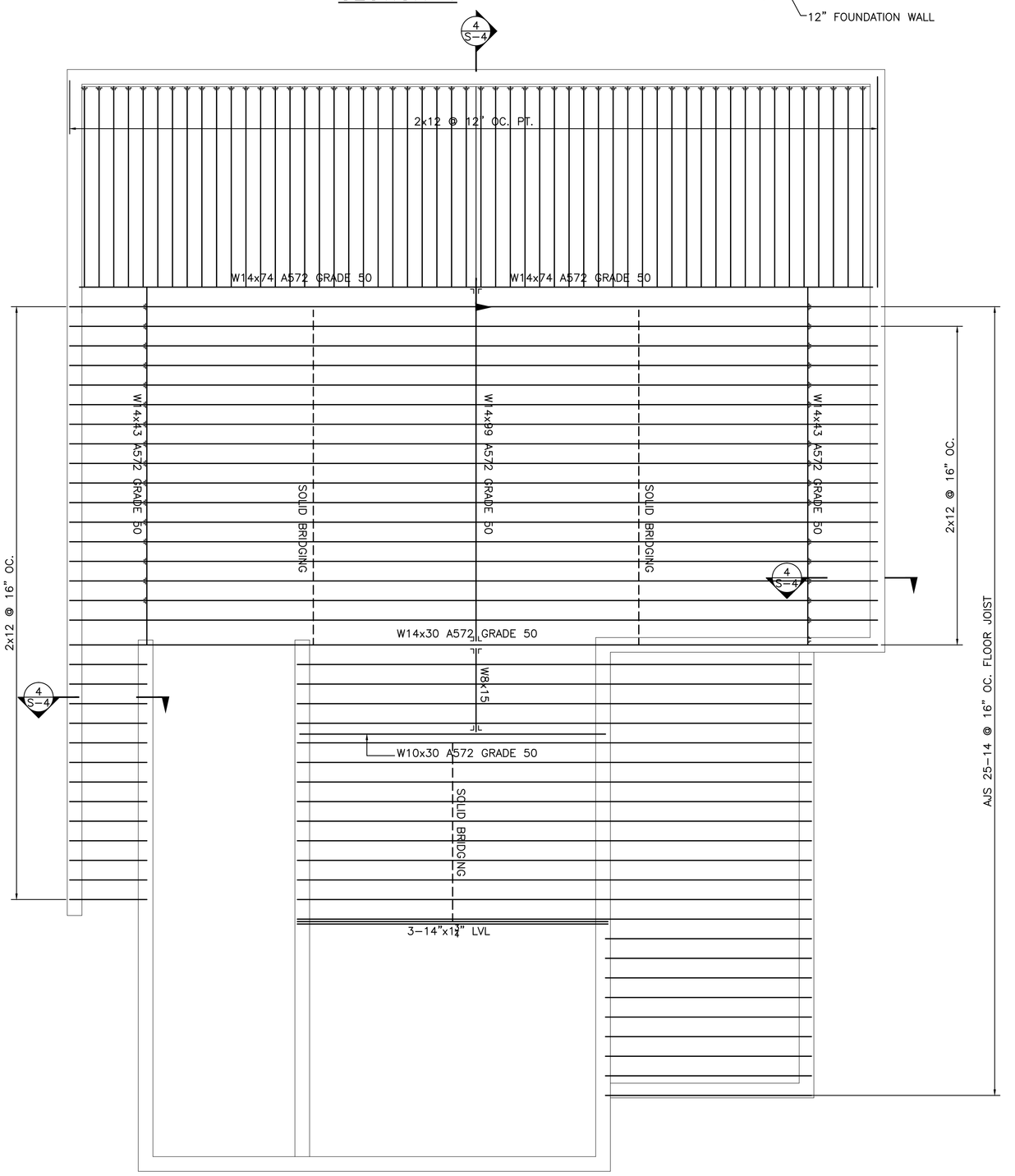
COMMONWEALTH OF MASSACHUSETTS
THAN V. NGUYEN
STRUCTURAL
No. 40956
REGISTERED PROFESSIONAL ENGINEER

T DESIGN, LLC
1248 RANDOLPH AVE
MILTON, MA 02186
TEL: (617)-797-6637
EMAIL: QUOCTUANPE@GMAIL.COM

NEW CONSTRUCTION
8 ASHTON STREET
BOSTON, MA.



SECTION 4



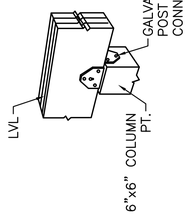
FIRST FLOOR FRAMING PLAN

SCALE: 1/4" = 1'-0"

SHEET NO.:	S-4
SCALE:	
DATE:	2/22/2022
BY:	TN
REV.	
DATE	

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1248 RANDOLPH AVE
MILTON, MA 02186
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EMAIL: QIUCTIANPE@GMAIL.COM

NEW CONSTRUCTION
8 ASHTON STREET
BOSTON, MA.



LVL BEAM TO COLUMN DETAIL



SECOND FLOOR FRAMING PLAN

SCALE: 1/4" = 1'-0"

NEW CONSTRUCTION
8 ASHTON STREET
BOSTON, MA.

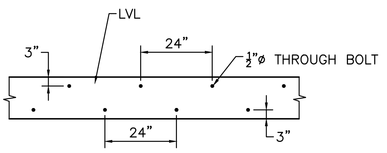
T DESIGN, LLC

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MILTON, MA 02186
TEL: (617)-797-6637
EMAIL: QUOCTUANPE@GMAIL.COM

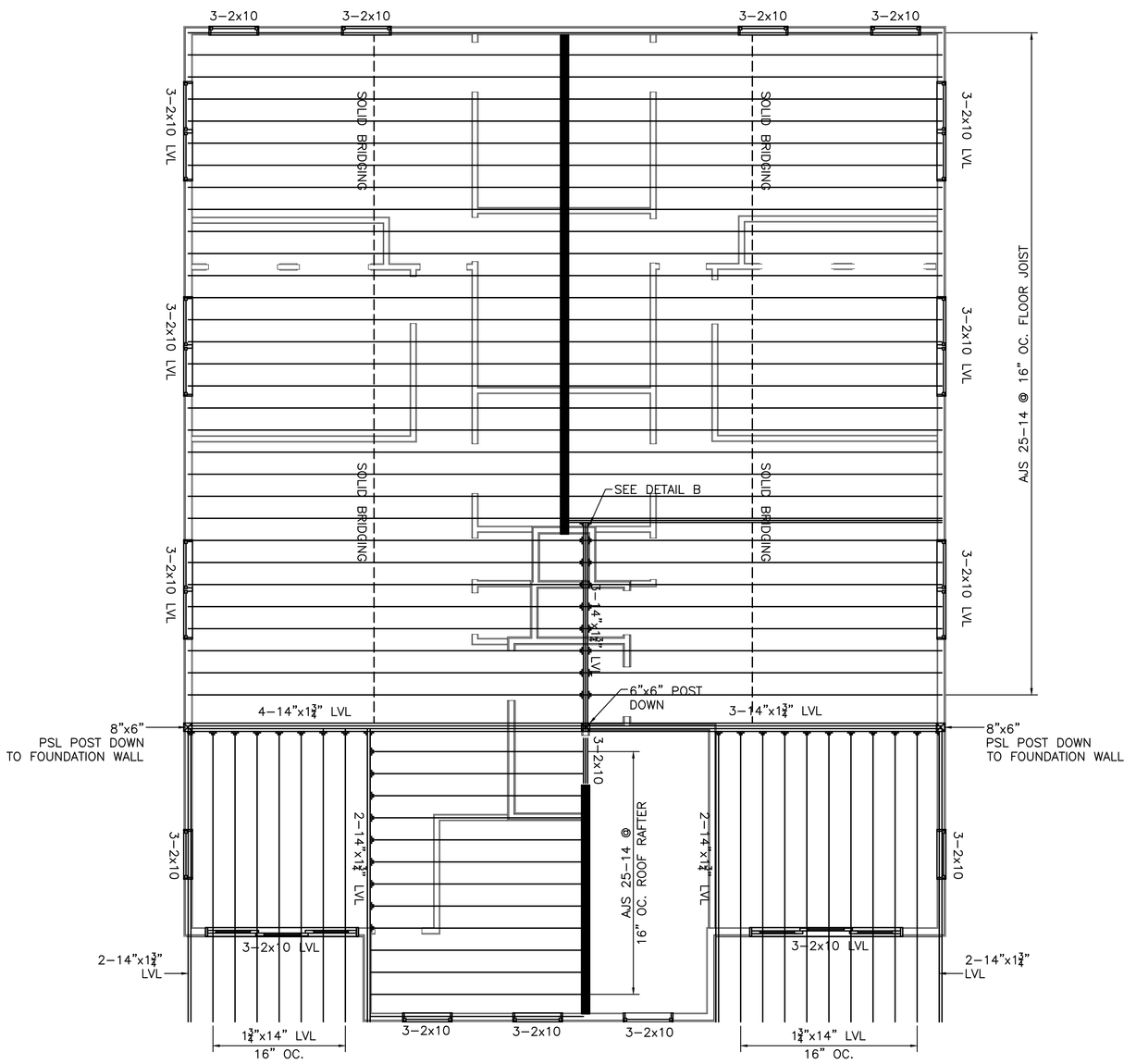
TUAN V. NGUYEN
STRUCTURAL
No. 45560
REGISTERED
PROFESSIONAL ENGINEER
COMMONWEALTH OF MASSACHUSETTS

REV.	DATE

BY:	TN
DATE:	2/22/2022
SCALE:	
SHEET NO.:	S-5



LVL BOLT PATTERN DETAIL



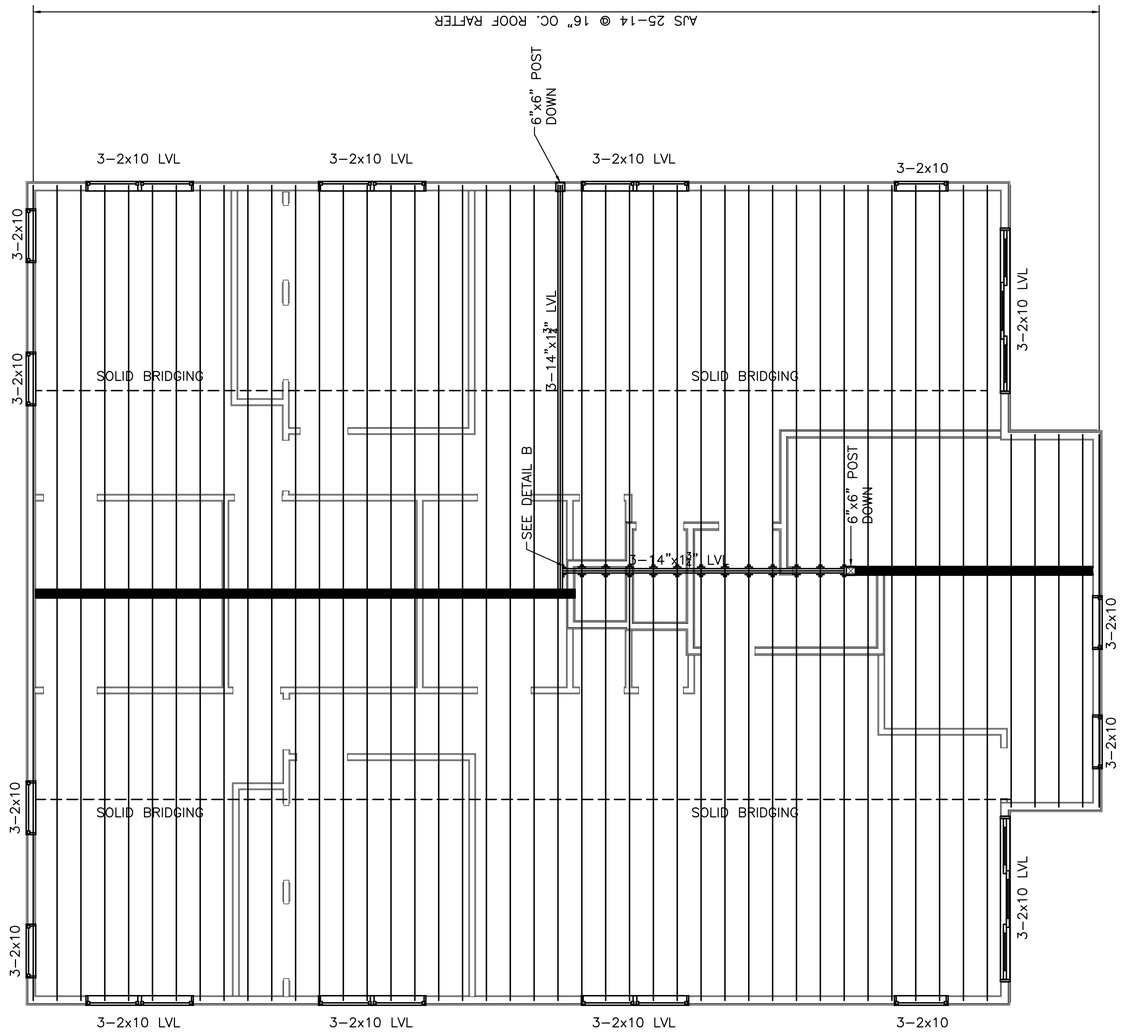
THIRD FLOOR FRAMING PLAN

SCALE: ¼" = 1'-0"

SHEET NO.:	SCALE:	DATE:	BY:		REV.	DATE
S-6	2/22/2022		TN			

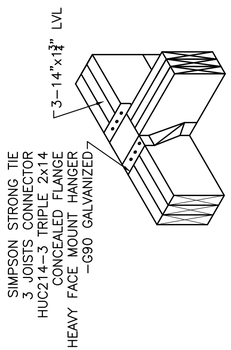
T DESIGN, LLC
1248 RANDOLPH AVE
MILTON, MA 02186
TEL: (617)-797-6637
EMAIL: QUOCTUANPE@GMAIL.COM

NEW CONSTRUCTION
8 ASHTON STREET
BOSTON, MA.



ROOF FRAMING PLAN

SCALE: 1/4" = 1'-0"



DETAIL B

NEW CONSTRUCTION
8 ASHTON STREET
BOSTON, MA.

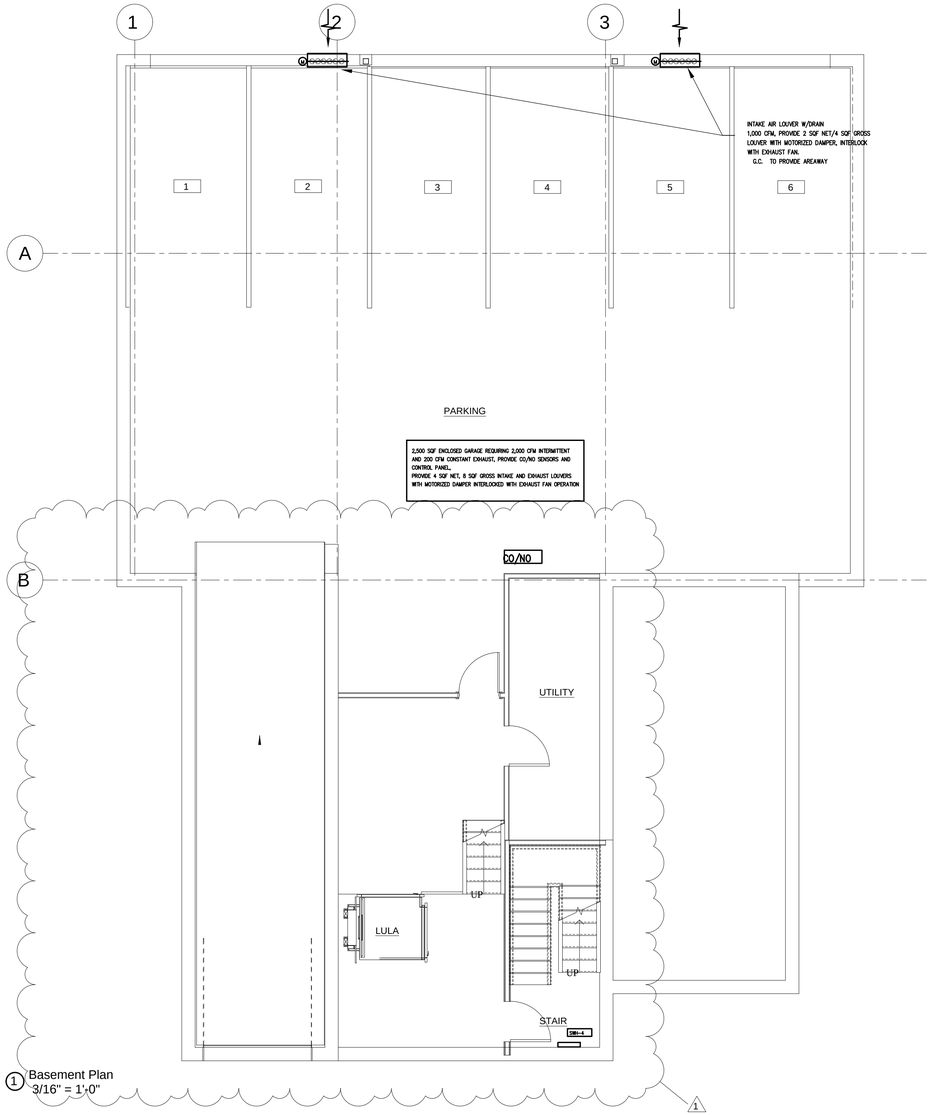
T DESIGN, LLC

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MILTON, MA 02186
TEL: (617)-797-6637
EMAIL: QUOCTUANPE@GMAIL.COM

COMMONWEALTH OF MASSACHUSETTS
TUAN V. NGUYEN
STRUCTURAL
NO. 45563
REGISTERED
PROFESSIONAL ENGINEER

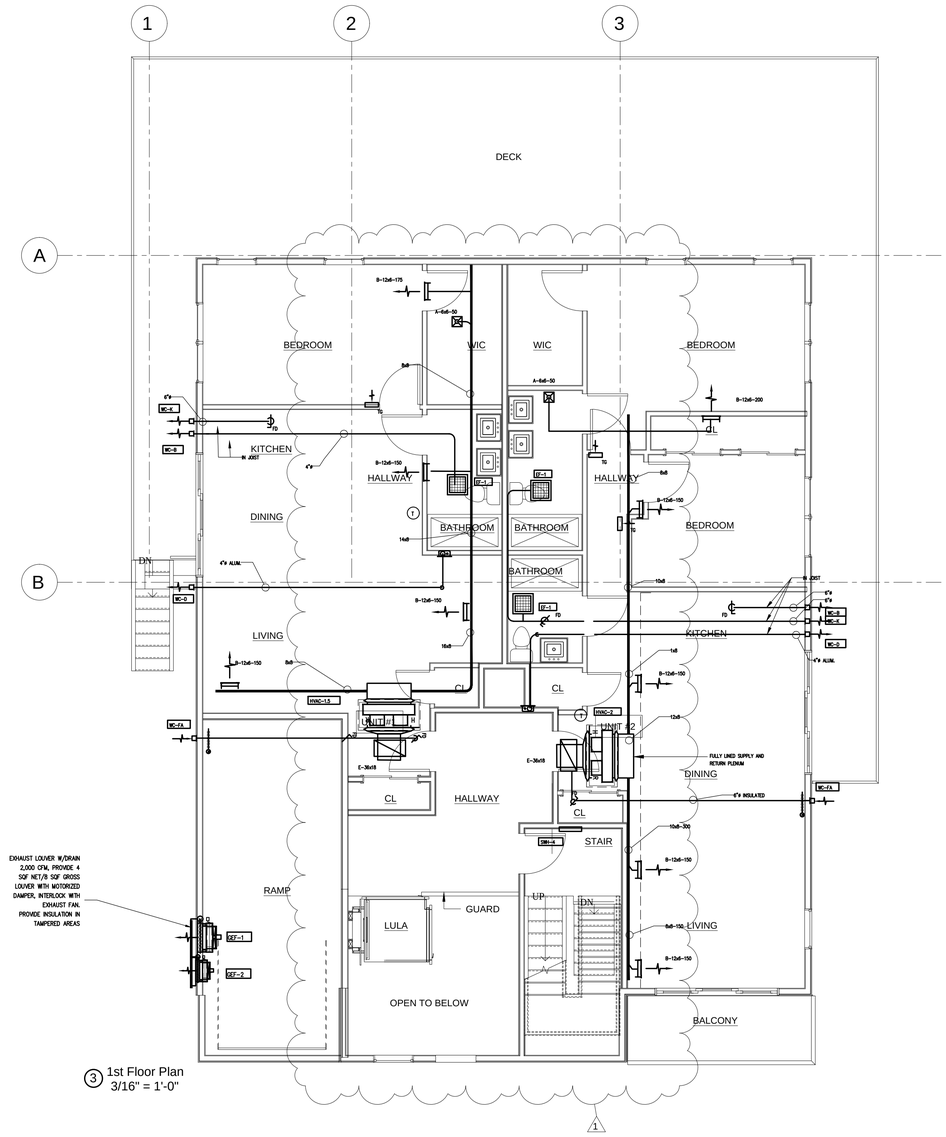
REV.	DATE

BY:	TN
DATE:	2/22/2022
SCALE:	
SHEET NO.:	S-7



1 Basement Plan
3/16" = 1'-0"

2 Entry Level Plan
3/16" = 1'-0"



3 1st Floor Plan
3/16" = 1'-0"

PROJECT NAME

NEW 6 UNIT MULTIFAMILY

PROJECT ADDRESS

8 Ashton Street, Boston, MA 02124

CLIENT

Shanti Acquisitions, LLC

ARCHITECT

SOL AND ASSOCIATES INC
523 MEDFORD ST
CHARLESTOWN, MA 02129
TELEPHONE: 617-869-6806

CONSULTANTS:

ZADE ENGINEERING LLC
CONSULTING ENGINEERS
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REGISTRATION

COMMONWEALTH OF MASSACHUSETTS
MOHAMMED ZADE
No. 27233
REGISTERED PROFESSIONAL ENGINEER

Project number	SC21-012
Date	01/06/2022
Drawn by	RC
Checked by	RC
Scale	3/16" = 1'-0"

REVISIONS

No.	Description	Date
1	Amendment #1	01/06/2022

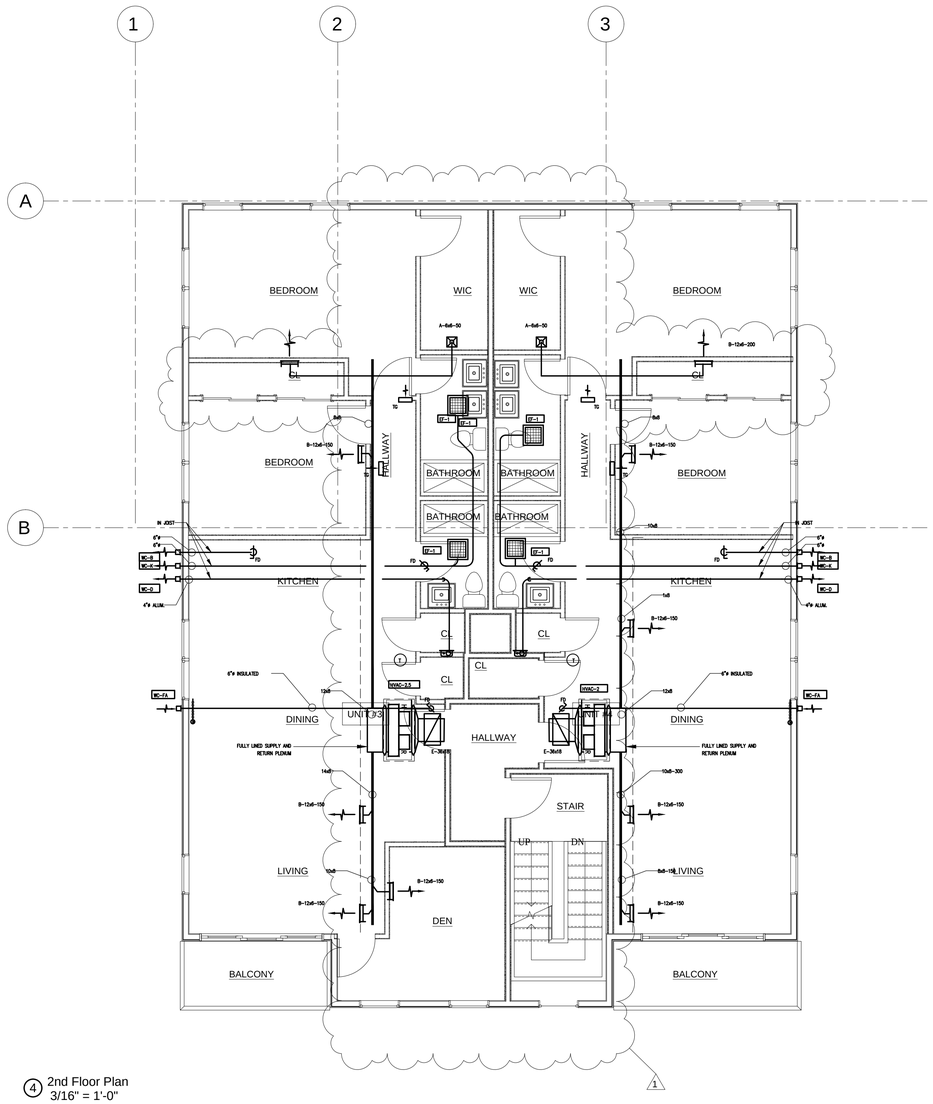
Basement, Entrance and First Floor HVAC Plans

H-100

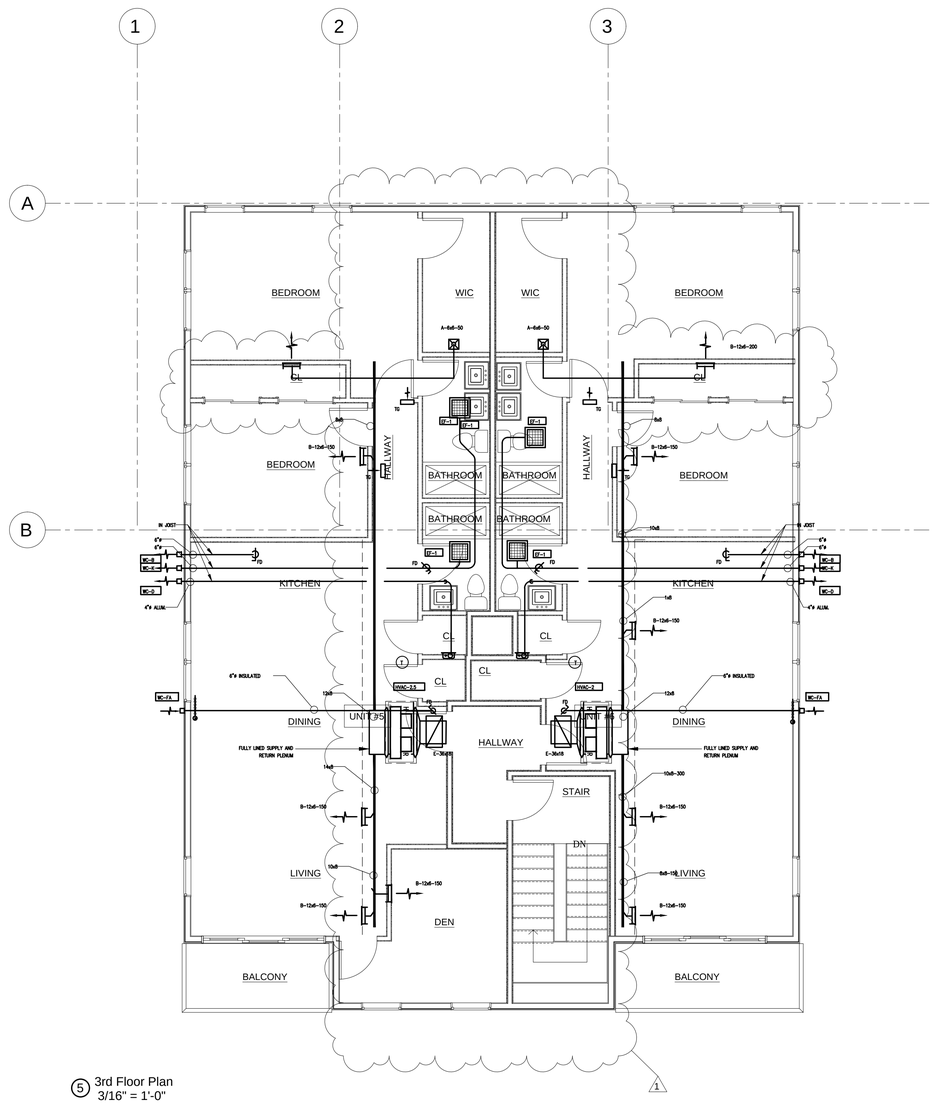
NEW 6 UNIT MULTIFAMILY

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4 2nd Floor Plan
3/16" = 1'-0"



5 3rd Floor Plan
3/16" = 1'-0"

PROJECT NAME

NEW 6 UNIT MULTIFAMILY

PROJECT ADDRESS

8 Ashton Street, Boston, MA 02124

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REVISIONS

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1	Amendment #1	01/06/2022

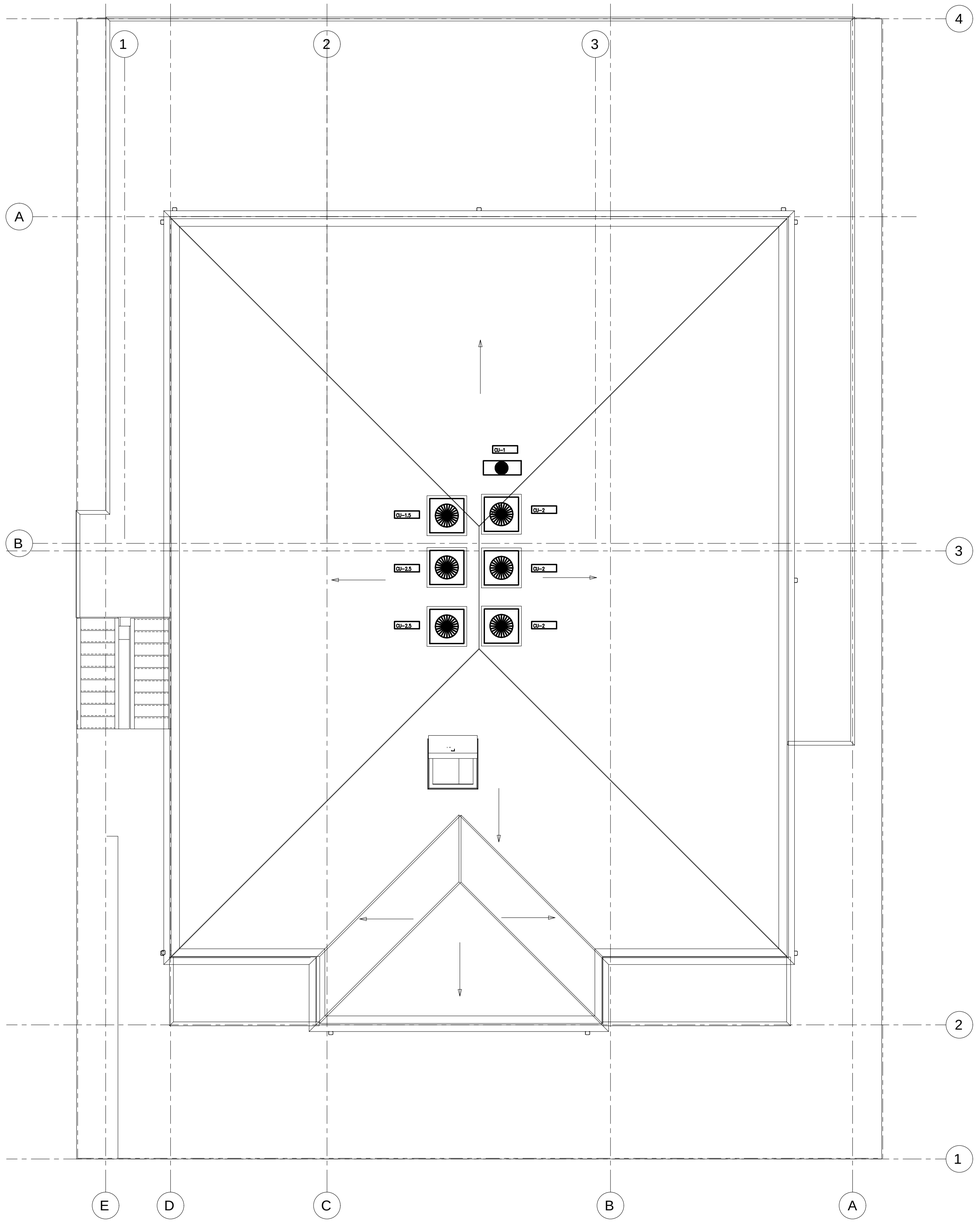
Second, Entrance and First Floor HVAC Plans

H-101

NEW 6 UNIT MULTIFAMILY

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6 Roof Plan
3/16" = 1'-0"

PROJECT NAME

NEW 6 UNIT MULTIFAMILY

PROJECT ADDRESS

8 Ashton Street, Boston, MA 02124

CLIENT

Shanti Acquisitions, LLC

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REGISTRATION

COMMONWEALTH OF MASSACHUSETTS
MOHAMMED ZADE
No. 27233
REGISTERED PROFESSIONAL ENGINEER

Mohammed Zade

Project number	SC21-012
Date	01/06/2022
Drawn by	RC
Checked by	RC
Scale	3/16" = 1'-0"

REVISIONS

No.	Description	Date
1	Amendment #1	01/06/2022

Roof HVAC Plan

H-102

NEW 6 UNIT MULTIFAMILY

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GENERAL NOTES

1. PROVIDE ALL LABOR, MATERIALS AND EQUIPMENT NECESSARY TO EXECUTE THE WORK SHOWN AND DESCRIBED. INSTALLATION OF MATERIALS SHALL MEET ALL APPLICABLE STATE, FEDERAL AND MUNICIPAL REQUIREMENTS.
2. OBTAIN PERMITS AND PAY ALL FEES FOR WORK AND REQUIRED INSPECTIONS.
3. MAINTAIN LIABILITY INSURANCE TO PROTECT OWNER AND THE CONTRACTOR FROM ANY AND ALL CLAIMS UNDER THE WORKER'S COMPENSATION ACT.
4. THE DRAWINGS SHALL CONSIDERED DIAGRAMMATIC ONLY. ALL MEASUREMENTS SHALL BE TAKEN FROM BUILDING SITE AND ARCHITECT'S DRAWINGS.
5. PROVIDE TEMPORARY MATERIAL STORAGE AS REQUIRED AND BE RESPONSIBLE FOR ANY LOSS OR DAMAGE THERETO.
6. SUBMIT DIGITAL COPIES OF SHOP DRAWINGS FOR REVIEW COVERING MAJOR MANUFACTURED ITEMS, IE. AIR HANDLING UNITS, REGISTERS & DIFFUSERS, WIRING DIAGRAMS, ETC.
7. KEEP ACCURATE RECORD OF "AS-BUILT" DRAWINGS AND SUBMIT THESE BEFORE FINAL CERTIFICATE OF COMPLETION.
8. ON COMPLETION OF THE WORK, REMOVE FROM THE PREMISES ALL TOOLS, DEBRIS, SURPLUS AND WASTE MATERIALS RESULTING FROM OPERATIONS UNDER THIS SECTION. CLEAN ALL EQUIPMENT AND LEAVE ALL ITEMS IN PERFECT ORDER READY FOR OPERATION.
9. AFTER ACCEPTANCE, INSTRUCT OWNER IN EQUIPMENT OPERATION AND PROVIDE HIM WITH OPERATING AND MAINTENANCE MANUALS STANDARDS AND EXTENDED WARRANTY DOCUMENTS, INSPECTION CERTIFICATES AND COPIES OF SHOP DRAWINGS OF INSTALLED EQUIPMENT.
10. THE CONTRACTOR SHALL, BEFORE FINAL PAYMENT IS MADE, GUARANTEE ALL MATERIALS AND WORKMANSHIP SUPPLIED BY HIM IN THE PERFORMANCE OF THIS CONTRACT FOR A PERIOD OF ONE YEAR FROM DATE OF FINAL ACCEPTANCE AND SHALL, WHEN CALLED UPON, MAKE GOOD WITHOUT FURTHER COST TO THE OWNER SUCH DEFECTS AS MAY APPEAR WITHIN THIS PERIOD.
11. SUPPLY AND INSTALL DUCTWORK AS INDICATED ON DRAWING. DUCTWORK SHALL BE FABRICATED AND INSTALLED IN STRICT ACCORDANCE WITH LATEST ASHRAE & SMACNA STANDARDS AND SHALL BE MANUFACTURED OF GALVANIZED STEEL UNLESS SPECIFICALLY NOTED OTHERWISE.
12. ADJUST ALL FAN SPEEDS TO DELIVER SHOWN AIR QUANTITIES. BALANCE ALL AIR SYSTEMS AND SUPPLY WRITTEN AIR BALANCING REPORTS IN TRIPLICATE. INCLUDE NECESSARY SPARE BELTS AND PULLEYS FOR FIELD ADJUSTMENT.
13. ALL VALVES AND FITTINGS SHALL BE SUITABLE FOR THIS PARTICULAR PIPING APPLICATION AND MINIMUM 150LBS PRESSURE RATING.
14. ALL DUCTWORK SHALL BE: 24 GAUGE UP TO 36 INCHES WIDE, 22 GAUGE 31 INCHES WIDE TO 60 INCHES WIDE, ROUND DUCT SHALL BE 24 GAUGE UO TO 10 INCHES DIAMETER, 22 GAUGE 11 TO 20 INCHES DIAMETER, 20 GAUGE ABOVE 20 INCHES DIAMETER; ALL GALVINIZED SHEETMETAL. SEAL ALL JOINTS AND SLIPS WITH EC 800 OR OTHER SUITABLE SEALANT. ALL LONGITUDINAL SEAMS SHALL BE PITTSBURG LOCKING TAPE. ALL SLIPS SHALL BE REINFORCED BAR TYPE. FABRICATE AND INSTALL ALL DUCTS IN COMPLIANCE WITH SMACNA STANDARDS FOR LOW PRESURE DUCT CONSTRUCTION.
15. ALL DUCT CONNECTIONS TO FAN DRIVEN UNITS SHALL BE MADE WITH A FIREPROOF FLEXIBLE DUCT CONNECTOR.
16. BEFORE THE H.V.A.C. SYSTEM IS OPERATED, ALL DUCTS SHALL BE BLOWN OUT & THOUGHLY CLEANED. SYSTEM SHALL BE TEST AT FULL PRESSURE & ALL LEAKS & FAULTS CORRECTED.
17. INSTALL ALL PIPING AND VALVES AS HIGH AS POSSIBLE.
18. BALANCE THE AIR SYSTEM AS PER ASSOCIATED AIR BALANCING COUNCILS LATEST STANDARDS. SUBMIT BALANCING REPORT FOR ENGINEERS APPROVAL.
19. THESE DRAWINGS ARE DIAGRAMMATIC. FIELD CONDITIONS SHALL DETERMINE ACTUAL LOCATION OF ALL PIPING AND DUCTWORK.
20. ALL DUCT DIMENSIONS ARE CLEAR INSIDE DIMENSIONS.
21. DUCT CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LOCAL MECHANICAL CODE AND THE SHEET METAL AND AIR CONDITIONING CONTRACTORS NATIONAL ASSOCIATION DUCT CONSTRUCTION STANDARDS UNLESS OTHERWISE INDICATED IN THESE DRAWINGS OR IN THE SPECIFICATIONS.
22. ALL DUCT SUPPORTS SHALL BE CONSTRUCTED AND INSTALLED IN ACCORDANCE WITH SMACNA STANDARDS UNLESS OTHERWISE NOTED.

GENERAL NOTES

SHOULD ANY CONTRADICTION, AMBIGUITY, ERROR, INCONSISTENCY, OMISSION OR INCOMPLETE SYSTEM APPEAR IN OR BETWEEN ANY OF CONTRACT DOCUMENTS THE CONTRACTOR SHALL, BEFORE SUBMITTING THE FINAL BID AND SIGNING THE CONTRACT FOR CONSTRUCTION, NOTIFY THE ARCHITECT AND REQUEST A WRITTEN RESOLUTION AS TO WHICH METHODS OR MATERIALS WILL BE REQUIRED, IN THE EVENT OF CONFLICTING REQUIREMENTS OF STANDARDS , DRAWINGS AND SPECIFICATIONS, THE CONTRACTOR SHALL COMPLY WITH THE MORE STRINGENT REQUIREMENTS. BEFORE SUBMITTING THE FINAL BID AND THE SIGNING THE CONTRACT FOR THE CONSTRUCTION THE CONTRACTOR SHALL OBTAIN A WRITTEN INTERPRETATION FROM THE ARCHITECT, IN NO CASE SHALL THE CONTRACTOR PROCEED WITH THE AFFECTED WORK UNTIL ADVISED BY THE ARCHITECT.

IF THE CONTRACTOR FAILS TO MAKE A REQUEST FOR INTERPRETATION OR RESOLUTION NO EXCUSE WILL BE ACCEPTED FOR FAILURE TO CARRY OUT THE WORK IN A SATISFACTORY MANNER, AS INTERPRETED BY THE ARCHITECT. THIS GENERALLY MEANS THE USE OF THE HIGHEST QUALITY MATERIAL, MOST EXPENSIVE WAY OF PERFORMING WORK AND PROVIDING COMPLETE FUNCTIONING SYSTEM FOR PROPER OPERATION.

EACH AND EVERY TRADE OR SUBCONTRACTOR WILL BE DEEMED TO HAVE FAMILIARIZED THEMSELVES WITH ALL THE CONTRACT DOCUMENTS OF THIS PROJECT, INCLUDING ARCHITECTURAL, STRUCTURAL, MECHANICAL, ELECTRICAL AND SITE WORK, AND TO HAVE VISITED THE SITE, SO AS TO AVOID ERROR, OMISSIONS AND MISINTERPRETATIONS. RELATED INFORMATION MAY BE PROVIDED ON CONTRACT DOCUMENTS OTHER THAN THOSE ASSOCIATED WITH THE SUBCONTRACTOR'S TRADE. THE CONTRACTOR IS RESPONSIBLE FOR COORDINATING RELATED WORK OF ALL THE CONTRACT DOCUMENTS. NO ADDITIONAL COMPENSATION WILL BE AUTHORIZED FOR ALLEGED ERRORS, OMISSIONS AND MISINTERPRETATIONS WHETHER THEY ARE A RESULT OF FAILURE TO OBSERVE THIS REQUIREMENT OR NOT.

INSULATION NOTES

GENERAL INSULATION REQUIREMENTS:
SUPPLY & RETURN HOT WATER PIPING:

1½" INSULATION CONTINUOUS UNDER HANGERS/SUPPORTS

CONSTRUCTION NOTES

-ALL CEILING MOUNTED HVAC UNITS SHALL BE HUNG FROM STRUCTURAL STEEL WITH SPRING ISOLATORS,
-PROVIDE FLEXIBLE DUCT CONNECTIONS AT HVAC UNIT, AND ALL FANS
-PROVIDE ISOLATION VALVES, CONTROL VALVES, DRAIN AND STRAINER FOR ALL WATER BASED HVAC UNITS.
-PROVIDE SECONDARY DRAIN PAN WITH LEAK DETECTOR TO SHUT DOWN HVAC UNIT.
-MAINTAIN ACCESS DOORS AND CODE REQUIRED CLEARANCES FOR ALL FILTER REPLACEMENT, EQUIPMENT REPAIR AND ELECTRICAL CONTROLS,
-PRIOR TO ANY INSTALLATION, COORDINATE CLEARANCES WITH ALL TRADES.
-ALL CONDENSATE DRAINS SHALL RUN TO NEAREST STORM CONNECTION PROVIDED BY P.C. REFER TO PLUMBING DRAWINGS
-ALL CONDENSING UNITS SHALL BE MOUNTED ON CONCRETE PAD ON VIBRATION PADS, OR MOUNTED ON SLEEPERS ANCHORED TO ROOF.
-ALL SPLIT SYSTEM CONDENSER UNITS IF LOCATED AWAY FROM THE BUILDING SHALL BE PIPED UNDERGROUND UP TO BUILDING, PROVIDE MINIMUM 18" COVER.
-PROVIDE MAINTENANCE PADS MINIMUM 4" HIGH FOR ALL FLOOR-MOUNTED EQUIPMENT PUMPS AND BOILERS.
-PROVIDE 13 FILTERS FOR ALL INDOOR UNITS, MERV 8 FOR ESTAR/LEED BUILDINGS
-PROVIDE 11 FILTERS FOR ALL OUTSIDE AIR UNITS, MERV 8 FOR ESTAR/LEED BUILDINGS
-ALL PIPING CONNECTED TO VIBRATION-ISOLATED EQUIPMENT TO BE ISOLATED BY MEANS OF VIBRATION ISOLATORS, RESILIENT LATERAL SUPPORTS AND RESILIENT PENETRATION SLEEVE /SEALS. THIS APPLIES TO FIRST 50 FEET OF TOTAL PIPE LENGTH OR THE ENTIRE PIPE WITHIN MECH. ROOM (WHICHEVER IS LONGER). PIPES THAT ARE 4" DIAMETER OR LARGER TO BE ISOLATED THROUGHT THE BUILDING REFER TO SPEC SECTION 230548 FOR ADDITIONAL INFORMATION
-PROVIDE EXPANSION LOOPS AS REQIRED
-ALL FRESH AIR DUCTS SHALL HAVE MOTORIZED DAMPERS INTERLOCKED WITH UNIT AND HAVE VOLUME DAMPERS

ENERGY CODE 2018 REQUIREMENTS

APPLICABILITY (CONTRACTOR SHALL PROVIDE ALL ITEMS LISTED BELOW)

RESIDENTIAL BUILDING FOR THIS CODE, INCLUDES DETACHED ONE- AND TWO-FAMILY DWELLINGS AND MULTIPLE SINGLE-FAMILY DWELLINGS (TOWNHOUSES) AS WELL AS GROUP R-2, R-3 AND R-4 BUILDINGS THREE STORIES OR LESS IN HEIGHT ABOVE GRADE PLANE.

R401.2 COMPLIANCE.
PROJECTS SHALL COMPLY WITH SECTIONS IDENTIFIED AS "MANDATORY" AND WITH EITHER SECTIONS IDENTIFIED AS "PRESCRIPTIVE" OR THE PERFORMANCE APPROACH IN SECTION R405. (PRESCRIPTIVE METHOD IS CHOSEN)

R403.1.1 PROGRAMMABLE THERMOSTAT.

PROVIDE, AT LEAST ONE THERMOSTAT PER DWELLING UNIT. THERMOSTAT SHALL BE CAPABLE OF CONTROLLING THE HEATING AND COOLING SYSTEM ON A DAILY SCHEDULE TO MAINTAIN DIFFERENT TEMPERATURE SET POINTS AT DIFFERENT TIMES OF THE DAY. THIS THERMOSTAT SHALL INCLUDE THE CAPABILITY TO SET BACK OR TEMPORARILY OPERATE THE SYSTEM TO MAINTAIN ZONE TEMPERATURES DOWN TO 55F (13'C) OR UP TO 85F (29'C). THE THERMOSTAT SHALL INITIALLY BE PROGRAMMED WITH A HEATING TEMPERATURE SET POINT NO HIGHER THAN 70F (21'C) AND A COOLING TEMPERATURE SET POINT NO LOWER THAN 78F (26'C).

PROVIDE PER R403.2.1 INSULATION (PRESCRIPTIVE).
ANY SUPPLY DUCT IN ATTIC SHALL BE INSULATED TO A MINIMUM OF R-12. ALL OTHER DUCTS SHALL BE INSULATED TO A MINIMUM OF R-6.

PROVIDE PER R403.2.2 SEALING (MANDATORY).
ALL DUCTS, AIR HANDLERS, AND FILTER BOXES SHALL BE SEALED. JOINTS AND SEAMS SHALL COMPLY WITH EITHER THE INTERNATIONAL MECHANICAL CODE OR INTERNATIONAL RESIDENTIAL CODE, AS APPLICABLE.

DO NOT USE BUILDING CAVITIES PER R403.2.3. (MANDATORY).
BUILDING FRAMING CAVITIES SHALL NOT BE USED AS DUCTS OR PLENUMS.

PROVIDE VENTILATION R403.5 AS SHOWN (MANDATORY).
THE BUILDING SHALL BE PROVIDED WITH VENTILATION THAT MEETS THE REQUIREMENTS OF THE INTERNATIONAL RESIDENTIAL CODE OR INTERNATIONAL MECHANICAL CODE, AS APPLICABLE, OR WITH OTHER APPROVED MEANS OF VENTILATION. OUTDOOR AIR INTAKES AND EXHAUSTS SHALL HAVE AUTOMATIC OR GRAVITY DAMPERS THAT CLOSE WHEN THE VENTILATION SYSTEM IS NOT OPERATING.

R403.2 HOT WATER BOILER OUTDOOR TEMPERATURE SETBACK.
HOT WATER BOILERS THAT SUPPLY HEAT TO THE BUILDING THROUGH ONE- OR TWO-PIPE HEATING SYSTEMS SHALL HAVE AN OUTDOOR SETBACK CONTROLL THAT LOWERS THE BOILER WATER TEMPERATURE BASED ON THE OUTDOOR TEMP.

R403.3.2 SEALING (MANDATORY)
DUCTS, AT HANDLERS AND FILTER BOXES SHALL BE SEALED. JOINTS AND SEAMS SHALL COMPLY WITH EITHER THE INTERNATIONAL MECHANICAL CODE OR IRC, AS APPLICABLE

EXCEPTIONS:
1. AIR-IMPERMEABLE SPRAY FOAM PRODUCTS SHALL BE PERMITTED TO BE APPLIED WITHOUT ADDITIONAL JOINT SEALS
2. FOR DUCTS HAVING A STATIC PRESSURE CLASSIFICATION OF LESS THAN 2 INCHES OF WATER COLUMN (500 PA) , ADDITIONAL CLOSURE SYSTEMS SHALL NOT BE REQUIRED TO CONTINUOUSLY WELDED JOINTS AND SEAMS, LOCKING TYPE JOINTS AND SEAMS OF OTHER THAN THE SNAP-LOCK AND BUTTON-LOCK TYPES.

403.3.2.1- SEALED AIR HANDLER
AIR HANDLERS SHALL HAVE A MANUFACTURERS DESIGNATION OF AIR LEAKAGE OF NO MORE THAN 2 PERCENT OF THE DESIGN AIR FLOW RATE WHEN TESTED IN ACCORDANCE WITH ASHRAE 193.

R403.3.3 DUCT TESTING
DUCRS SHALL BE PRESSURE TESTED THROUGH ROUGH IN TEST, POST CONSTRUCTION TEST

EXCEPTION- NOT REQUIRED WHERE DUCTS AND AIR HANDLERS ARE LOCATED ENTIRLEY THROUGH THE BUILING THERMAL ENVELOPE

CO & NO2 DETECTION AND CONTROL SYSTEM

Provide and install INTEC Controls Multi-Point Gas Detection controller (MGC series) with Carbon Monoxide (CO) and Nitrogen Dioxide (NO2) remote sensors as indicated:

Controller (MGC):

A. The control panel shall provide continuous monitoring of the designated gas levels in the assigned area and control the ventilation system. The control panel shall have status indicator LED's located on the front; Red = Fail, Yellow = Alarm. The control panel shall include a two-line, backlit LCD display of 16 characters, at 1 digit resolution. The controller shall be NRTL performance tested and certified to ANSI/UL 2017. The controller shall continuously detect the surrounding air for any traces of carbon monoxide and nitrogen dioxide gas. The controller shall be factory set to 50 PPM for CO and 2PPM for NO2 for the low alarm and 100 PPM for CO and 5 PPM for NO2 for the high alarm. When 50 PPM CO and or 2 PPM NO2 is reached, the sensor shall activate the low alarm relay and the corresponding ventilation equipment, such as the exhaust fans, dampers, etc. If the gas level continues to increase to 150 PPM CO and or 5 PPM NO2 and maintain that PPM reading for a duration of 10 minutes (adjustable), the high alarm shall activate the associated remote devices, such as the horn/strobe and any other audio/visual alarms, etc. The sensor shall continue to monitor the specified gas and it shall not be possible to reset the alarm until the gas level has dropped either 4 or 10% below the alarm set points, as selected.

CARBON MONOXIDE (CO) SENSOR/TRANSMITTER

B. The carbon monoxide sensor/transmitter shall provide monitoring of the Carbon Monoxide levels in the parking garage. The sensors shall be electrochemical type and shall have plug-in technology. The sensor range shall be 0-250 ppm carbon monoxide. Each sensor/transmitter shall cover 7,500 square feet of the garage floor and placement shall be applied strategically and appropriately per floor plan requirement. The sensor/transmitter shall be contained in a NEMA 4X metal enclosure. The enclosure for the sensor/transmitter shall be installed on walls or columns approximately 5 feet above the floor. If the level of Carbon Monoxide reaches 50 PPM in the area of detection, the low alarm shall activate and the exhaust fans will be started. If the level of CO increases to 150 PPM, the high alarm shall activate.

NITROGEN DIOXIDE (NO2) SENSOR/TRANSMITTER

C. The Nitrogen Dioxide sensor/transmitter shall provide monitoring of the Nitrogen Dioxide levels present in diesel exhaust in the parking garage. The sensors shall be electrochemical type and have plug-in technology. The sensor range shall be 0-10 ppm Nitrogen Dioxide. Each sensor/transmitter shall cover 7,500 square feet of the garage floor and placement shall be applied strategically and appropriately per floor plan requirement. The sensor/transmitter shall be contained in a NEMA 4X enclosure. The enclosure with the sensor/transmitter shall be installed on walls or columns approximately 5 feet above the floor. If the level of NO2 reaches 2 PPM, the low alarm shall activate. If the level of NO2 increases to 5 PPM, the high alarm shall activate.

HVAC SPECIFICATION

A. SCOPE OF WORK
1. BOILER & MAKE UP WATER
2. PUMPS
3. FLUES
4. PIPING, VALVES & FITTINGS
5. INSULATION.
6. CONTROLS AND CONTROL WIRING.
7. TESTING AND BALANCING.
8. PERMITS.
9. GUARANTEE AND WARRANTIES.

B. MATERIALS
1. HOT WATER PIPING SHALL BE SCH. 40 BLACK STEEL OR COPPER WITH THREADED JOINTS OR WITH PRO-PRESS JOINTS.
2. BOILER FLUES TO BE CPVC/PVC

C. EXECUTION
1. PRIOR BIDDING THE JOB CONTRACTOR SHALL VISIT THE JOB SITE AND VERIFY THE EXISTING CONDITIONS. REPORT ADVERSE CONDITIONS IN WRITING TO ARCHITECT.
2. COORDINATE DIFFUSER AND GRILLE LOCATIONS WITH ARCHITECTURAL REFLECTED CEILING PLAN.
3. COORDINATE ALL DUCTWORK WITH OTHER DISCIPLINES.
4. GUARANTEE ALL WORK AND MATERIAL FOR ONE YEAR FROM THE DATE OF ACCEPTANCE.

APARTMENT EXHAUST NOTES

I) EACH APARTMENT SHALL BE PROVIDED WITH A CONNECTION POINT FOR A CLOTHES WASHER VENT.
II) PROVIDE AND INSTALL THEDRYERBOX ®, SIZED TO THE WALL THICKNESS, SHALL BE PROVIDED AT EACH SCHEDULED DRYER LOCATION
III) DRYER VENT PIPE SHALL BE MINIMUM 28 GAUGE RIGID METAL, WITH NO SCREWS FOR ATTACHMENT, AND CONSTRUCTED AND INSTALLED PER SMACNA STANDARDS.
IV) DRYER VENTING SHALL USE THE DRYER ELL FOR THE FIRST ELBOW, LOCATED AND COORDINATED TO MINIMIZE ANY ADDITIONAL BENDS. DUCTWORK SHALL HAVE THE LAST (5) FEET MINIMUM PITCHED TO THE EXTERIOR EXHAUST POINT.
V) DUCTWORK SHALL EXHAUST TO THE EXTERIOR TO A NON-SCREENED VINYL SIDEWALL HOOD PROVIDED UNDER THIS SCOPE AND COLORED TO MATCH THE ADJACENT EXTERIOR FINISH.
V)INSULATE WITH R-4 MINIMUM LAST 10' OF EXHAUST SEAL AGAINST EXTERIOR WALL
VI)LAUNDRY VENT DUCT SHALL BE ALUMINUM TYPE TO PREVENT CORROSION AND TAPE SHALL BE IN COMPLIANCE WITH UL FOR DRYER DUCT CONNECTIONS

KITCHEN EXHAUST
I) EACH APARTMENT SHALL BE PROVIDED WITH A CONNECTION POINT FOR EXHAUSTING A RANGE HOOD.
II) COORDINATE SIZE AND CONNECTION POINT WITH THE GENERAL CONTRACTOR, APPLIANCE SUPPLIER AND CABINET SUPPLIER.
III) EXHAUST PIPE SHALL BE MINIMUM 26 GAUGE RIGID METAL, WITH NO SCREWS FOR ATTACHMENT, AND CONSTRUCTED AND INSTALLED PER SMACNA STANDARDS. DUCTWORK SHALL HAVE THE LAST (5) FEET MINIMUM PITCHED TO THE EXTERIOR EXHAUST POINT.
IV) DUCTWORK SHALL EXHAUST TO THE EXTERIOR TO A SCREENED VINYL SIDEWALL HOOD PROVIDED UNDER THIS SCOPE AND COLORED TO MATCH THE ADJACENT EXTERIOR FINISH.
V)INSULATE WITH R-4 MINIMUM LAST 10' OF EXHAUST SEAL AGAINST EXTERIOR WALL

BATHROOM EXHAUST
I) EACH APARTMENT SHALL BE PROVIDED WITH A CONNECTION POINT FOR EXHAUSTING A BATHROOM
II) COORDINATE SIZE AND LOCATION WITH THE GENERAL CONTRACTOR AND ARCHITECT
I) EXHAUST PIPE SHALL BE MINIMUM 26 GAUGE RIGID METAL, CONSTRUCTED AND INSTALLED PER SMACNA STANDARDS. DUCTWORK SHALL HAVE THE LAST (5) FEET MINIMUM PITCHED TO THE EXTERIOR EXHAUST POINT.
IV) DUCTWORK SHALL EXHAUST TO THE EXTERIOR TO A SCREENED VINYL SIDEWALL HOOD PROVIDED UNDER THIS SCOPE AND COLORED TO MATCH THE ADJACENT EXTERIOR FINISH.
V)INSULATE WITH R-4 MINIMUM LAST 10' OF EXHAUST SEAL AGAINST EXTERIOR WALL

INSULATION NOTES

CONTRACTOR SHALL FOLLOW THE MOST STRINGENT INSULATION REQUIREMENT FOR EACH ITEM

THE FOLLOWING SYSTEMS SHALL BE INSULATED.
DUCT LINER SHALL BE CLOSED CELL TYPE, GERM PROOF

IECC 2018 REQUIREMENTS:

1. HEATING HOT WATER MAINS AND BRANCHES:
PIPING < 1" REQUIRES 1 1/2" INSULATION
PIPING > 1½" REQUIRES 2" INSULATION
2. SUPPLY & RETURN DUCTWORK FROM HVAC UNITS:
1 1/2" INSULATION MIN. R-6

LEED/ASHRAE 2013 REQUIREMENTS:

1. HEATING HOT WATER MAINS AND BRANCHES:
PIPING < 1 1/2" REQUIRES 1½" INSULATION
PIPING > 1½" REQUIRES 2" INSULATION
2. SUPPLY & RETURN DUCTWORK FROM HVAC UNITS:
1" INSULATION MIN. R-6

GENERAL INSULATION REQUIREMENTS:

1: ALL LINED SUPPLY, RETURN AND TRANSFER DUCTWORK SHALL BE 1" DUCT LINER
-DUCT INSULATION SHALL CONTINUE OVER DUCT AT LINED POINT
-FIRST 10' OF SUPPLY AND RETURN FOR ALL ERU'S AND HVAC UNITS
2. CONDENSATE DRAIN: 1"
3. ALL DUCTWORK IN CEILING SPACE SHALL HAVE R-6 INSULATION.
4. REFRIGERANT PIPING ¾" ARMAFLEX

ALL DUCTWORK ON ROOF OR UNCONDITIONED SPACE SHALL BE INSULATED WITH R-12 INSULATION AND COVERED WITH EPDM ROOFING MATERIAL FOR WATER TIGHT INSTALLATION.

FIRE RATED CEILING NOTES:

WHEN DUCT PENETRATE RATED CEILING:

-ALL RECESSED DIFFUSERS AND REGISTERS SHALL HAVE RADIATION DAMPERS.
-ALL UNITS DUCTED TO PLENUM SPACE SHALL HAVE CEILING FIRE DAMPERS TO MEET UL 555C -ALL RETURN DUCTS SHALL BE BELOW THE RATED CEILING, DROPPED CEILING AREAS SHALL NOT BE RATED CEILING UNLESS SHOWN OTHERWISE
-ALL RETURN AIR GRILLES IN RATED CEILING SHALL HAVE CEILING FIRE DAMPERS
-ALL UNIT DISCHARGES SHALL BE OFFSET TO GET INTO PROPER JOIST SPACES, CARRY TRANSITION PIECE AS NEEDED
-ALL DUCTS LARGER THAN 4"ø DIAMETER SHALL HAVE FIRE DAMPERS AT CEILING PENETRATIONS

DIFFUSER/REGISTER SCHEDULE

LEGEND: (X)- (Y) - (Z)
Z = CFM
Y = DIMENSIONS
X = TYPE

TYPE	DESCRIPTION	MODEL (BASED ON TITUS)
A	LOUVER FACE CEILING DIFFUSER FOR SHEET ROCK CEILING INSTALLATION. PROVIDE ROUND TO SQUARE ADAPTOR. WITH OPPOSIBLE BLADE DAMPER	TITUS TDCA, BORDER 1
A1	LOUVER FACE CEILING DIFFUSER FOR 2'x2' LAY-IN CEILING INSTALLATION. PROVIDE ROUND TO SQUARE ADAPTOR. WITH OPPOSIBLE BLADE DAMPER	TITUS TDCA, BORDER 3
B	DOUBLE DEFLECTION REGISTER FOR SHEET ROCK INSTALLATION. PROVIDE ROUND TO SQUARE ADAPTOR.	TITUS 272RS
E	DOUBLE DEFLECTION GRILLE FOR SHEET ROCK INSTALLATION. WITH OPPOSIBLE BLADE DAMPER	TITUS 25 RS
E1	DOUBLE DEFLECTION GRILLE FOR SHEET ROCK INSTALLATION. WITH OPPOSIBLE BLADE DAMPER ALUMINUM TYPE	TITUS 25 RS
F	PERFORATED SIGHT PROOF EGGCRATE GRILLE FOR SHEET ROCK CEILING INSTALLATION.	TITUS 45F
G	LINEAR DIFFUSER, LINEAR STYLE 1 1/2" SLOT SPACING WIDTH, 4 SLOT FOR SHEET ROCK CEILING INSTALLATION. 100 CFM/FT WITH DAMPER, INSULATED PLENUM	TITUS MLR-40, BORDER TYPE 22

CEILING RADIATION DAMPERS

CEILING RADIATION DAMPERS SHALL BE AS MANUFACTURED BY GREENHECK
MODEL CRD-1WT FOR SIDE INLET
MODEL CRD-2WT FOR TOP INLET

CONTRACTOR SHALL BE RESPONSIBLE TO PROVDE UL LISTED DAMPER WITH THE UL LISTING OF THE CEILING

APPROVED CEILING RATINGS ARE L-528,546,558,562,574,576,581,583,585,592
M-501,503,508
P-533,538,545,547,548,554

BASIS OF DESIGN

-STATE ENERGY CODES
-STRETCH CODE
-NO LEED
-ESTAR NO
-NO MASS SAVE
-SPLIT DX GAS FURNACE
-FIRE RATING ABOVE THE HVAC UNITS,
-FIRE RATING ABOVE THE DUCTWORK AND BATHROOM FANS,
-INSTANT GAS WATER HEATER
-KITCHEN HOOD/BATHROOM EXHAUST/DRYER
-GAS COOKING, ELECTRIC DRYER
-INDIVIDUAL GAS METERS
-INDIVIDUAL ELECTRIC METERS,
-COMMON WATER METER

PROJECT NAME

NEW 6 UNIT MULTIFAMILY

PROJECT ADDRESS

8 Ashton Street, Boston, MA 02124

CLIENT

Shanti Acquisitions, LLC

ARCHITECT

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REGISTRATION

COMMONWEALTH OF MASSACHUSETTS
MOHAMMED ZADE
No. 27233
REGISTERED PROFESSIONAL ENGINEER
Mohammed Zade

Project number	SC21-012
Date	01/06/2022
Drawn by	RC
Checked by	RC
Scale	

REVISIONS

No.	Description	Date
1	Amendment #1	01/06/2022

HVAC Notes

H-200

NEW 6 UNIT MULTIFAMILY

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LEGEND

- SUPPLY AIR DUCT UP
- SUPPLY AIR DUCT DOWN
- RETURN AIR DUCT UP
- RETURN AIR DUCT DOWN
- VOLUME DAMPER
- MOTORIZED DAMPER
- FIRE DAMPER
- 1" LINED DUCTWORK
- SUPPLY AIR REGISTER
- RETURN OR EXHAUST AIR REGISTER
- SUPPLY AIR DIFFUSER
- CEILING TRANSFER GRILL
- ACCESS DOOR
- SELF BALANCING AIR VALVE
- CEILING FIRE DAMPER
- HOT WATER RETURN PIPE
- HOT WATER SUPPLY PIPE
- CONDENSATE DRAIN PIPE
- PIPE UP
- PIPE DOWN
- BALL VALVE
- GATE VALVE
- CHECK VALVE
- STRAINER
- UNION
- 3-WAY CONTROL VALVE
- 2-WAY CONTROL VALVE
- BALANCING VALVE
- THERMOMETER
- PRESSURE GAUGE
- FLEXIBLE PIPE CONNECTION

EQUIPMENT TAG NUMBERS

- EF-# EXHAUST FAN
- CU-# CONDENSING UNIT
- AC-# SPLIT SYSTEM AC UNIT
- HVAC-# AIR HANDLER UNIT
- UH-# UNIT HEATER UNIT

- E # = EXHAUST RISER; # = REFERS TO RISER DIAGRAM
- VS # = SUPPLY VENTILATION RISER; # = REFERS TO RISER DIAGRAM
- VR # = RETURN VENTILATION RISER; # = REFERS TO RISER DIAGRAM
- R # = CONDENSER WATER RISER; # = REFERS TO RISER DIAGRAM

AIR OUTLET & INLET DESIGNATION

EXAMPLE:

TYPE OF GRILLE, DIFFUSER SEE SCHEDULE FOR SPECIFIC INFORMATION ABOUT THIS OUTLET/INLET TYPE — A-6x6-50 — SIZE OF GRILLE, DIFFUSER / AIRFLOW

NOTE:

THIS DESIGNATION FORMAT IS TYPICAL FOR ALL DIFFUSERS, GRILLES, AND REGISTERS, LAY-IN OR SURFACE MOUNTED, FOR SUPPLY, RETURN OR EXH.

EQUIPMENT SYMBOLS

- ROOFTOP UNIT
- ROOFTOP UPBLAST EXHAUST FAN
- EXHAUST CONTROL VALVE
- ROOFTOP UPBLAST EXHAUST FAN
- CONSTANT AIRFLOW REGULATOR DEVICE
- FIRE AND SMOKE DAMPER
- VOLUME DAMPERS
- CABINET UNIT HEATER IN CEILING
- HORIZONTAL HVAC UNIT
- VERTICAL HVAC UNIT
- ROOF MOUNTED CONDENSING UNIT

CONTROL SYMBOLS

- T / TS WALL MOUNTED THERMOSTAT/SENSOR
- H / HS HUMIDISTAT/SENSOR
- LP LOCAL CONTROL PANEL

WATER PUMP SCHEDULE

TAG	SERVICE	TYPE	FLUID	THD-FT	GPM	HP	RPM	V/Ø	MODEL
P-1	HEATING SYSTEM	IN-LINE	30% PROP. GLYCOL	20	16	1	1160	208/1	TACO 1915e
P-2	HEATING SYSTEM	IN-LINE	30% PROP. GLYCOL	20	16	1	1160	208/1	TACO 1915e
BP-1	BOILER CIRCULATOR	IN-LINE	30% PROP. GLYCOL	SIZED BY MANUFACTURER				208/1	
BP-2	BOILER CIRCULATOR	IN-LINE	30% PROP. GLYCOL	SIZED BY MANUFACTURER				208/1	

NOTE: PROVIDE GOULD E+ OR BELDOR HIGH EFFICIENCY MOTORS MIN. 95 % EFFICIENCY.
PROVIDE FUSED DISCONNECT SWITCH
PROVIDE VFD DRIVES AND CONTROLS FOR ALL PUMPS EXCEPT BOILER CIRCULATORS

WALL CAP SCHEDULE

TAG	BRAND	SIZE	DIMENSIONS	LOCATION	DUCT
WC-B	X-VENT TMVB	4" VENT	7.5"X7.5"X1.5"	BATHROOM EXHAUST	Ø4"-NO FLEX
WC-K	X-VENT TMVB	6" VENT	10"x9"X5"	KITCHEN EXHAUST	Ø6" WTD AT CEILING PENETRATION
WC-D	X-VENT TMVB	4" VENT	7.5"X7.5"X1.5"	DRYER EXHAUST-REMOVE SCREEN	Ø4" AL WITH HARD ELBOW
WC-FA	X-VENT TEVB	6" VENT	7.5"X7.5"X1.5"	FRESH AIR INTAKE	Ø6"-INSULATED

VYNIL COLOR TO MATCH SIDING,
MATCH DUCT SIZE CONNECTED TO UNIT.
ALL EXHAUST DUCTS SHALL HAVE R-6 INSULATION FIRST 10FT FROM EXTERIOR WALL IN
ALL FRESH AIR INTAKE DUCTS SHALL HAVE MOTORIZED DAMPER AT ENVELOPE PENETRATION WITH ACCESS PANEL.
DAMPER SHALL BE INTERLOCKED WITH HVAC UNIT
FOR COMBINED BATHROOMS, USE 6" DUCT AFTER COMBINE AND USE WC-K WALL CAP
COMBINE EXHAUST TO ONE WALL CAP WITH SEPARATE DUCT CONNECTIONS IF LOCATED NEXT TO EACH OTHER COORDINATE WITH ARCHITECT

GLYCOL FEEDER SCHEDULE

TAG	TANK CAPACITY (GAL)	PUMP	POWER SUPPLY	MANUFACTURER/MODEL	SERVICE
GF-1	15	1/3HP	120/1PHASE	ADVANTAGE CONTROLS/AGF-6-B-1-A-O-A-3	BOILER SYSTEM

FIRE SAFE THROUGH FLOORS

TYPE	SIZE	HILTI	MATERIAL	RATING	BOTTOM	TOP	CHASE WALL
STEEL/CAST COPPER/EMT	MAX 4"	FS-ONE	INTUMESCENT SEALANT	2HRS	FIRE STOP	FIRE STOP	REQUIRED
STEEL/CAST 4" EMT/ 3" FLEX	MAX 4" –	FS-ONE	INTUMESCENT SEALANT	2HRS	FIRE STOP	FIRE STOP	NOT REQUIRED
STEEL/CAST COPPER/EMT	MAX 4"	CP-620	FIRE FOAM	1HRS	FIRE STOP	FIRE STOP	REQUIRED
PEX	MAX 1"	CP 645	INTUMESCENT STRIP W/COLLAR	1HRS	BOTH SIDES	BOTH SIDES	NOT REQUIRED
PVC PIPE	MAX 2"	FS-ONE	INTUMESCENT SEALANT	1HRS	FIRE STOP	FIRE STOP	NOT REQUIRED
PVC PIPE	MAX 4"	FS-ONE	INTUMESCENT SEALANT	2HRS	FIRE STOP	FIRE STOP	REQUIRED
PVC PIPE	MAX 4"	CP 645	INTUMESCENT STRIP W/COLLAR	1HRS	COLLAR	FIRE STOP	NOT REQUIRED
REFRIGERANT	–	FS-ONE	INTUMESCENT SEALANT	1HRS	FIRE STOP	FIRE STOP	NOT REQUIRED
4" DUCT	MAX 4"	FS-ONE	INTUMESCENT SEALANT	1HRS	FIRE STOP	FIRE STOP	NOT REQUIRED
INSULATED COPPER/STEEL	MAX 2"	FS-ONE	INTUMESCENT SEALANT	1HRS	FIRE STOP	FIRE STOP	NOT REQUIRED
CABLES	MAX 2"	FS-ONE	INTUMESCENT SEALANT	1HRS	FIRE STOP	FIRE STOP	NOT REQUIRED

ELECTRIC HEATER SCHEDULE

TYPE	KW	VOLT/PH	DIMENSIONS	MODEL NUMBER-COLOR BY ARCH
RWH-1	1	120/1		Q'MARK@CRA 1512-T2
RWH-2	2	120/1	19"hx16"Wx4"D	Q'MARK@ MCSSARWH1802/HTWHS1
RWH-4	4	208/1	19"hx16"Wx4"D	Q'MARK@ MCSSARWH4808/HTWHS1
SWH-4	4	208/1	19"hx16"Wx4"D	Q'MARK@ MCSSARWH4808/HTWHSM
EBB-2	0.4	120/1		Q'MARK@QMK-2512W-W/TSTAT
EBB-3	0.75	120/1		Q'MARK@QMK-2513W-W/TSTAT
EBB-4	1	120/1		Q'MARK@QMK-2514W-W/TSTAT
EBB-6	1.5	120/1		Q'MARK@QMK-2516W-W/TSTAT
UH-5	5	208/1		Q'MARK@MUH-35-W/TSTAT
COI-4	4	208/1		Q'MARK@CDF548-W/TSTAT

MAIN/BRANCH DUCT SCHEDULE

SIZE	MAX. CFM
6" DIA	100
7" DIA	150
8" DIA	200
9" DIA	300
10" DIA	400
8x6	200
8x8	250
10x8	300
12x8	350
12x8	400
12x8	450
14x8	500
16x8	600
18x8 OR 16x10	700
20x8 OR 18x10	800
24x8 OR 20x10	1000
30x8 OR 24x10	1200

NOTE: MAXIMUM FLEXIBLE DUCT LENGTH SHALL BE 4'
USE INSULATED SEMI RIGID BUCK DUCT.

HOT WATER PIPE SIZING GUIDELINES

PIPE	GPM	FPM	LOAD
3/4"	3	1.5	30 MBH
1"	6	2	60 MBH
1 1/4"	10	2.5	100 MBH
1 1/2"	16	2.5	180 MBH
2"	36	3	300 MBH
2 1/2"	50	3.5	550 MBH
3"	90	4	900 MBH

MINIMUM RETURN DUCT PER HERS

CAPACITY	RETURN	FILTER
1.5 TON	Ø16"	500 INCH2
2.0 TON	Ø18"	600 INCH2
2.5 TON	Ø20"	500 INCH2

MAXIMUM RETURN DUCT 30FT

STANDARD SPLIT HEAT PUMP SYSTEM SCHEDULE (INDOOR)

UNIT NO.	MITSUBISHI MODEL	RATED CAPACITY (BTU/H)	SEER	POWER SUPPLY	MCA	FAN MOTOR	AIRFLOW (LOW-MEDIUM HIGH)	SOUND LEVEL (LO-MI-HI)	W	D	H	WEIGHT (LBS)	INTAKE AIR TEMP MAX	INTAKE AIR TEMP MIN
ACU-1	PKA-A12NA7	12,000	15.3	208/230V 1 PHASE, 60HZ	1.0 A	0.76 F.L.A.	260-328-381 DRY CFM 240-283-342 WET CFM	34-40-45 DB(A)	30-11/16"	8-1/4"	11-3/4"	23	95ºDB 71ºWB	67ºDB 62ºWB

PROVIDE ME HVAC CONTROLLER WALL MOUNTED THERMOSTAT, DISCONNECT SWITCH

STANDARD SPLIT HEAT PUMP SYSTEM SCHEDULE (OUTDOOR)

UNIT NO.	MITSUBISHI MODEL	RATED CAPACITY (BTU/H)	SEER	POWER SUPPLY	R.L.A.	MCA	MOCP	SOUND LEVEL	W	D	H	WEIGHT (LBS)	MAX REFRIGERANT PIPE LENGTH (FT)	MAX REFRIDGERANT PIPE HEIGHT DIFF (FT)	INTAKE AIR TEMP MAX	INTAKE AIR TEMP MIN
CU-1	PUZ-A12NHA4	12,000	16	208/1PHASE	DC	14	20	50 DB(A)	31-1/2"	11-1/4"	21-5/8"	88	100	100	0.8. 115º F	0.8. 0º F

WITH EACH UNIT PROVIDE
–3R RATED FUSED DISCONNECT SWITCH BY ELECTRICAL CONTRACTOR
–PROVIDE MOUNTING STAND ABOVE SNOW LINE
–PROVIDE WIND BAFFLE KIT FOR LOW AMBIENT OPERATION

SPLIT SYSTEM GAS FIRED HVAC UNIT SCHEDULE (VFD INDOOR–TWO STAGE COMP) 97% FURNACE

INDOOR SECTION (VFD)											CONDENSING SECTION													
TAG	NOM. CAP. TON	CFM	ESP IN	FAN HP	TOT. MBH	SENS. MBH	GAS FURN(MBH) INPUT	GAS FURN(MBH) OUTPUT	FLUE	V/Ø	TAG	FLA	MCA	MOCP	V/Ø	EER	SEER	STRETCH SEER	DB	MODEL (BASED ON CARRIER)	ESTAR	MOTOR	INDOOR
HVAC-2	2	800|1200	.5	1/2	22	16	40	38	70 FT	115/1	CU-1.5	11.5	14	20	208/1	12.20	18.00	15.0-YES	72	59MN7A040V17-14 W/24ANA1-024 AND MATCHING COIL	YES	ECM	18"WX28"DX40"H+12" COIL
HVAC-3	3	1200	.5	1	35	25	40	38	70 FT	115/1	CU-2.5	18.2	23	30	208/1	13.50	18.00	15.0-YES	72	59MN7A040E21-16 W/24ANA1-036 AND MATCHING COIL	YES	ECM	18"WX28"DX40"H+12" COIL

WITH EACH INDOOR UNIT PROVIDE
–LEARNING TYPE NESTING ENERGY STAR THERMOSTAT, ACID NEUTRALIZER, AIR FILTER, COMBUSTION AIR INTAKE AND EXHAUST FLUE PIPES
–CONDENSATE DRAINS SHALL BE TYPE "L" COPPER WITH 2" FIBERGLASS INSULATION RUN TO INDIRECT WASTE DRAIN RISER
–PROVIDE ZONE CONTROL AS REQUIRED TO MATCH NUMBER OF MOTORIZED DAMPERS
–WHEN RUN IN UNCONDITIONED SPACES PROVIDE MINIMUM 1" INSULATION FOR THE FLUE/VENT PIPES TO MATCH MAXIMUM LENGTHS ON FLUE LENGTH (INCLUDES 6 ELBOWS)
–WHEN UNIT IS IN UNCONDITIONED SPACES, PROVIDE INSULATED AND HEAT TRACED CONDENSATE DRAINS
PROVIDE REFRIGERANT LINES BETWEEN INDOOR AND OUTDOOR UNITS AS REQUIRED PER MANUFACTURER'S RECOMMENDATIONS.
PROVIDE 3/4" ARMORFLEX INSULATION ON REFRIGERANT LINES
PROVIDE MERV 8 FILTER AS STANDARD, FOR LEED PROJECTS, SEE DESIGN CRITERIA, PROVIDE 20X20–4" DEEP MERV 13 FILTER WITH FILTER BOX
MANUFACTURED BY AAF PREPLEAT M13, OUTDOOR AIR IF CONNECTED TO THE RETURN SHALL BE CONNECTED AHEAD OF THE FILTER

CEILING MOUNTED EXHAUST FAN

TAG	LOCATION	TYPE	DRIVE	CFM	V/Ø	LAMP	SP	NOISE SONES	DIMENSIONS	PANASONIC MODEL	ESTAR	CONTROLS
EF-1	BATHROOM	CEILING	DIRECT	110	120/1	(2)FL1B	0.1"	0.3	14.5"X17"X11.5"H-16LBS-6" DUCT	FV-05-11VKSL1	YES	HIGH/LOW FAN REQUIRES TWO WALL SWITCHES (HAS LIGHT)

PROVIDE PANASONIC FIRE DAMPER ENCLOSURE FOR ALL CEILING BATHROOM FANS.

BOILER SCHEDULE–SNOW MELT

TAG NO.	CAPACITY (GAL.)	AFUE	MINIMUM CODE EFFIC.	ASME RELIEF VALVE (PSI)	WORKING (PSI)	GAS–MBH INPUT (MIN)	GAS–MBH INPUT (MAX)	HEATING CAPACITY MBH	GAS CONN.	WATER CONN.	AIR INLET	VENT SIZE	VENT LENGTH MIN.	VENT LENGTH MAX.	POWER	SHIPPING WEIGHT LBS.	DIMENSIONS	WEIL-MCLAIN MODEL
B-1	.6	97%	90%	30	160	100	299	267	1.5"	1.5"	4"	6"	12'	100'	120V	500	32-1/4"H x 20"W x 20"D	EVG-299

–PROVIDE PUMP CONTROL, TIME CLOCK, DATA LOGGING
–PROVIDE CONDENSATE NEUTRALIZATION KIT
–PROVIDE CIRCULATION PUMPS AS REQUIRED
–PROVIDE ALARM BELL

GARAGE EXHAUST FANS

TAG	LOCATION	SERVICE	TYPE	DRIVE	CFM	SP	RPM	HP	V/Ø	ROOF OPENING&DIMENSIONS	MAKE/ MODEL	CONTROLS
GEF-1	ROOF	EXHAUST	INLINE	BELT	2000	.3	890	1/4	120/1	–	PANASONIC FV-20NLY1	CONTINUOUS
GEF-2	ROOF	EXHAUST	WALL	BELT	2,000	1/4"	890	1/4	120/1	22"x22"x20" DEEP	GREENHECK/SE1-16-428-A	CO CONTROLLER

NOTE: 1. PROVIDE WALL HOUSING WITH GUARD, MOTORIZED DAMPER, DAMPER GUARD, DISCONNECT SWITCH AND STARTER WITH ALL FANS.
2. INTERLOCK WITH CO DETECTION SYSTEM

PROJECT NAME

NEW 6 UNIT MULTIFAMILY

PROJECT ADDRESS

8 Ashton Street, Boston, MA 02124

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REGISTRATION

COMMONWEALTH OF MASSACHUSETTS — MOHAMMED ZADE No. 27233 — REGISTERED PROFESSIONAL ENGINEER

Project number SC21-012
Date 01/06/2022
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Scale

REVISIONS

No.	Description	Date
1	Amendment #1	01/06/2022

HVAC Schedules

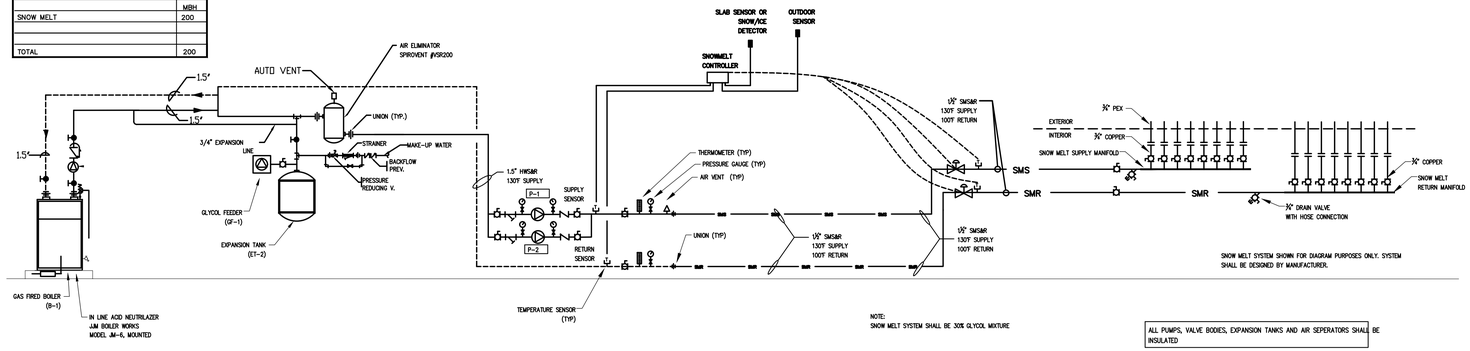
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NEW 6 UNIT MULTIFAMILY

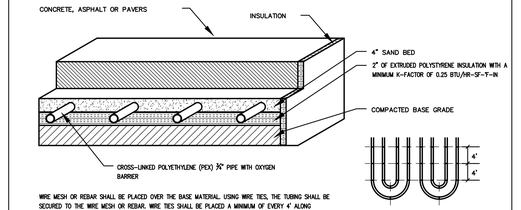
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BOILER CAPACITY	
	MBH
SNOW MELT	200
TOTAL	200

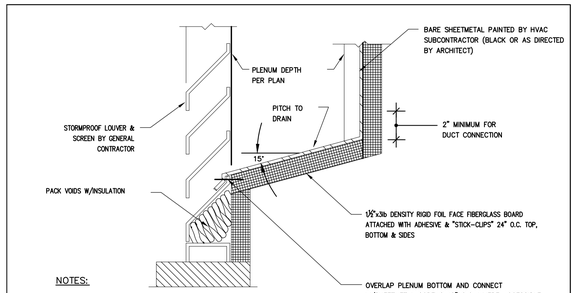


SNOW MELT BOILER PIPING AND CONTROLS DETAIL



WIRE MESH OR REBAR SHALL BE PLACED OVER THE BASE MATERIAL. USING WIRE TIES, THE TUBING SHALL BE SECURED TO THE WIRE MESH OR REBAR. WIRE TIES SHALL BE PLACED A MINIMUM OF EVERY 4' ALONG STRAIGHT RUNS. AT THE 180° TURNS, THE TUBING SHALL BE TIED AT THE TOP OF THE ARC AND ONCE ON EACH SIDE, 12" FROM THE TOP OF THE ARC (SEE FIGURE 1) TO PREVENT THE TUBING FROM DISLODGING AND/OR FLOATING UP INTO THE POUR. THE TUBING SHALL BE CONNECTED TO THE MANIFOLD AND PRESSURE TESTED FOR A MINIMUM OF 12 HOURS. APPROPRIATE MEASURE SHALL BE TAKEN TO ENSURE THE FLUID IN THE TUBING (USED FOR PRESSURE TESTING OR OTHERWISE) DOES NOT FREEZE. (A PRE-MIXED WATER/GLYCOL SOLUTION IS RECOMMENDED.) AFTER SUCCESSFUL PRESSURE TESTING, SAND SHALL BE SPREAD OVER THE TOP OF THE TUBING. A 3" COVER (2" OVER THE TOP OF THE TUBE) IS REQUIRED. BRICK PAVERS CAN THEN BE INSTALLED OVER THE TUBING.

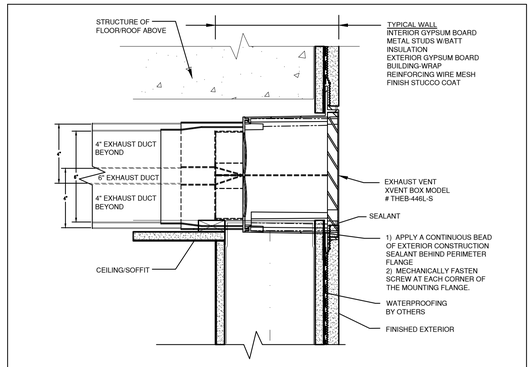
SNOW MELT INSTALLATION DETAIL | N.T.S.



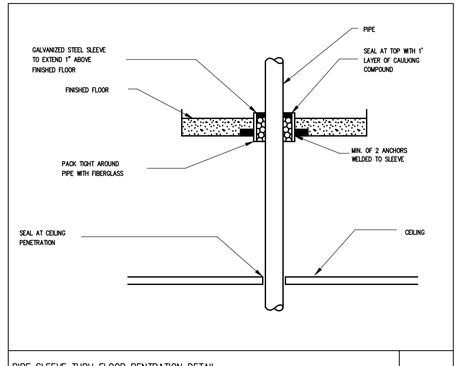
NOTES:

1. SHEETMETAL CONSTRUCTION PER SMACNA.
2. SUPPORT PLENUM FROM FLOOR OR STRUCTURE ABOVE W/GALVANIZED STEEL ANGLES AND CHANNELS, CROSS BREAK ALL PANELS FOR RIGIDITY.

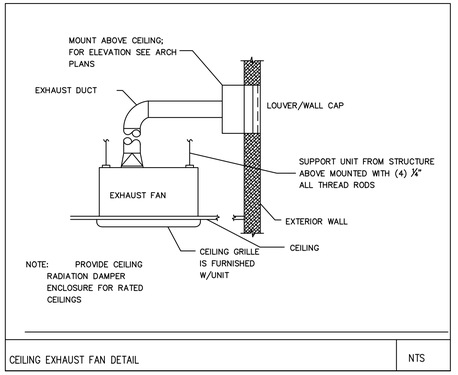
PLENUM AT LOUVER DETAIL | N.T.S.



TYPICAL WALL CAP PENETRATION XVENT BOX | NTS

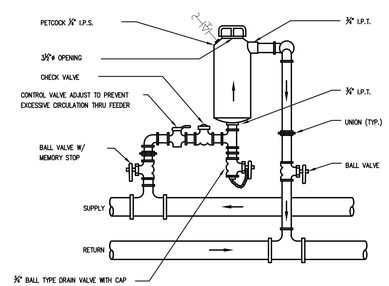


PIPE SLEEVE THRU FLOOR PENTRATION DETAIL | NTS



NOTE: PROVIDE CEILING RADIATION DAMPER ENCLOSURE FOR RATED CEILINGS

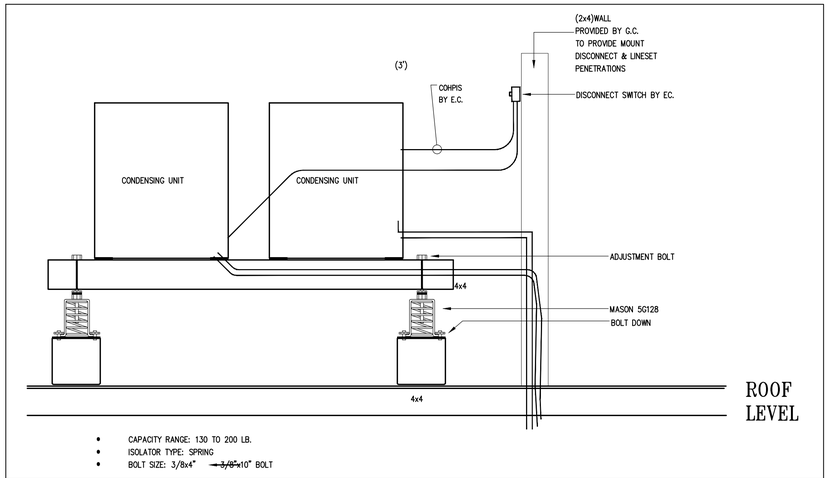
CEILING EXHAUST FAN DETAIL | NTS



NOTES:

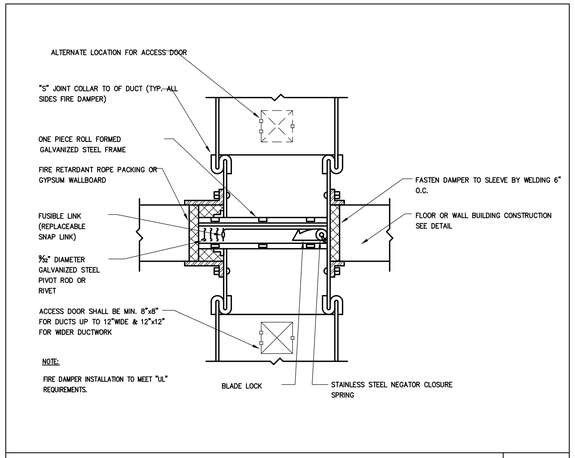
PIPING TO/FROM SHOT FEEDER SHALL BE ¾". ENTIRE INSTALLATION SHALL BE IN STRICT ACCORDANCE WITH CHEMICAL TREATMENT SUBCONTRACTOR'S INSTRUCTIONS.

CHEMICAL SHOT FEEDER DETAIL | N.T.S.



- CAPACITY RANGE: 130 TO 200 LB.
- ISOLATOR TYPE: SPRING
- BOLT SIZE: 3/8x4" ~~3/8"x10"~~ BOLT

CONDENSING UNIT MOUNTING DETAIL | N.T.S.



FIRE DAMPER W/BLADES OUTSIDE THE AIR STREAM | N.T.S.

PROJECT NAME

NEW 6 UNIT MULTIFAMILY

PROJECT ADDRESS

8 Ashton Street, Boston, MA 02124

CLIENT

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ARCHITECT

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REGISTRATION

COMMONWEALTH OF MASSACHUSETTS
MOHAMMED ZADE
No. 27233
REGISTERED PROFESSIONAL ENGINEER

Project number	SC21-012
Date	01/06/2022
Drawn by	RC
Checked by	RC
Scale	

REVISIONS

No.	Description	Date
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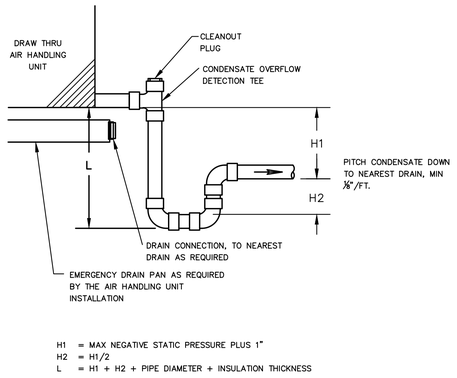
HVAC Details

H-202

NEW 6 UNIT MULTIFAMILY

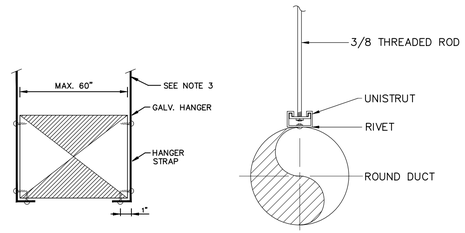
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H1 = MAX NEGATIVE STATIC PRESSURE PLUS 1"
H2 = H1/2
L = H1 + H2 + PIPE DIAMETER + INSULATION THICKNESS

CONDENSATE DRAIN DETAIL | NTS

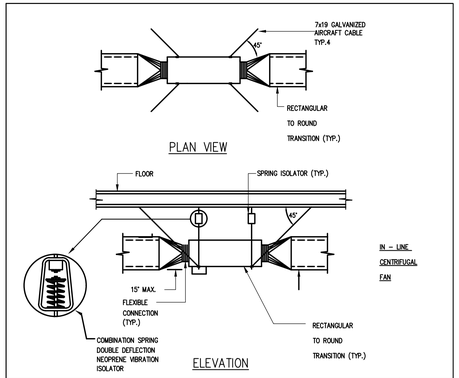


NOTES:
1. ON DUCTS OVER 48" WIDE, BOTTOM SHALL BE BRACED BY ANGLE. FOR CROSS SECTION AREA MORE THAN 8 SQ FT, DUCT SHALL BE BRACED BY ANGLES ON ALL FOUR SIDES.

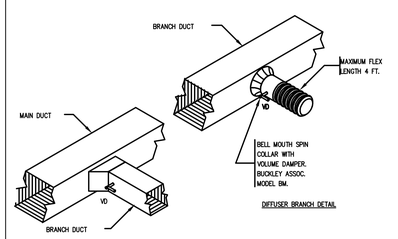
2. CUTTING AND PATCHING SHALL BE LIMITED TO A MINIMUM AS REQUIRED FOR PROPER INSTALLATION.

3. SUPPORTS SHALL BE SPACED AND SIZED AS PER SMACNA.

DUCT HANGER SUPPORT | NTS

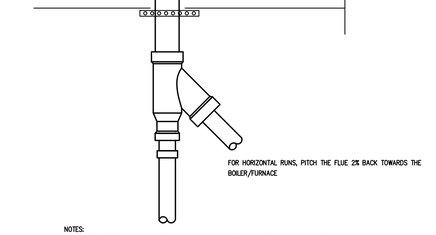


IN LINE FAN HANGER DETAIL | NTS



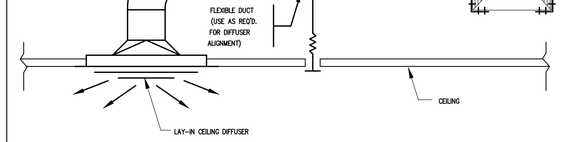
NOTE:
IN AREAS WITH SHEETROCK CEILINGS PROVIDE REMOTELY OPERATED VOLUME DAMPERS.

DUCT DETAILS | NTS



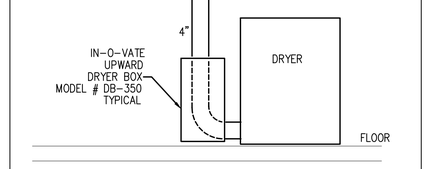
NOTES:
-CONCENTRIC TERMINATION MUST BE A MINIMUM OF 10 FEET AWAY FROM ANY PARAPET, VERTICAL WALL OR STRUCTURE

CONDENSING APPLIANCE FLUE DETAILS | N.T.S.

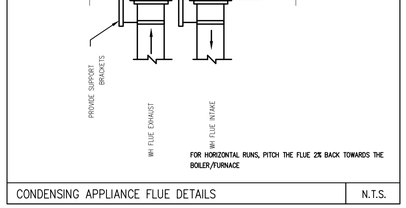


NOTES:
1. MAXIMUM SAG 1/2" PER FOOT.

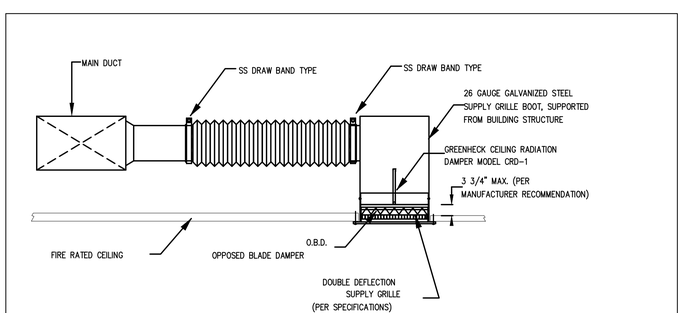
CEILING DIFFUSER BRANCH DUCTS | N.T.S.



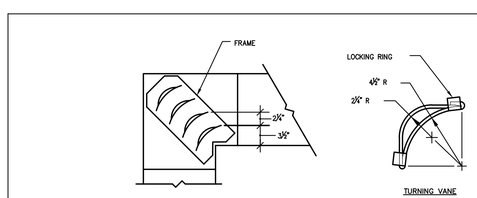
TYPICAL DRYER BOX AND DRYER ELL DETAIL | NTS



CONDENSING APPLIANCE FLUE DETAILS | N.T.S.

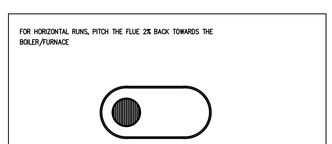


SUPPLY GRILLE/CRD INSTALLATION DETAIL | NTS

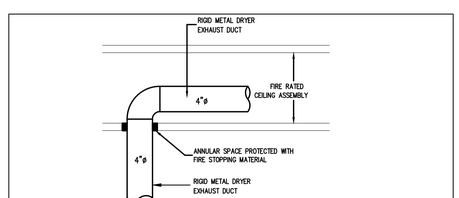


NOTES:
1. LOCKING LUGS INTEGRAL WITH VANE.
2. MAXIMUM UNSUPPORTED VANE LENGTH 48".
3. FRAMES-BOLTED OR RIVETED TO ELBOW.
4. VANES AND FRAMES-SAME GAUGE AS ELBOW.

DOUBLE THICKNESS TURNING VANES FOR SQUARE ELBOW | N.T.S.



CONDENSING APPLIANCE FLUE DETAILS | N.T.S.



FLOOR/CEILING DUCT PROTECTION DETAIL | NTS

PROJECT NAME

NEW 6 UNIT MULTIFAMILY

PROJECT ADDRESS

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CLIENT

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ARCHITECT

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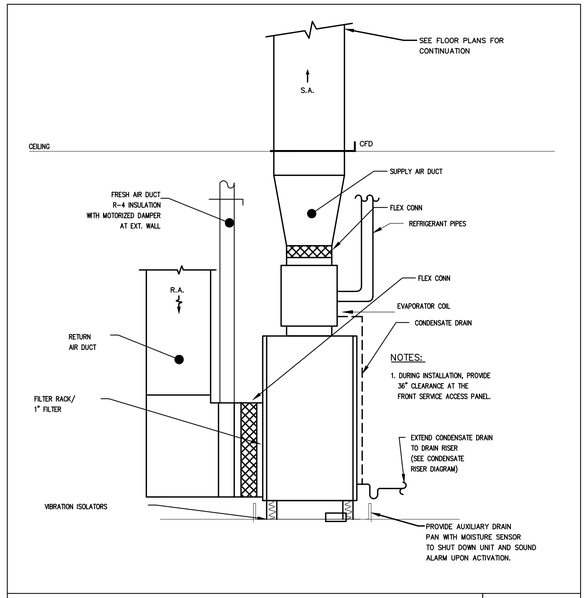
HVAC Details

H-203

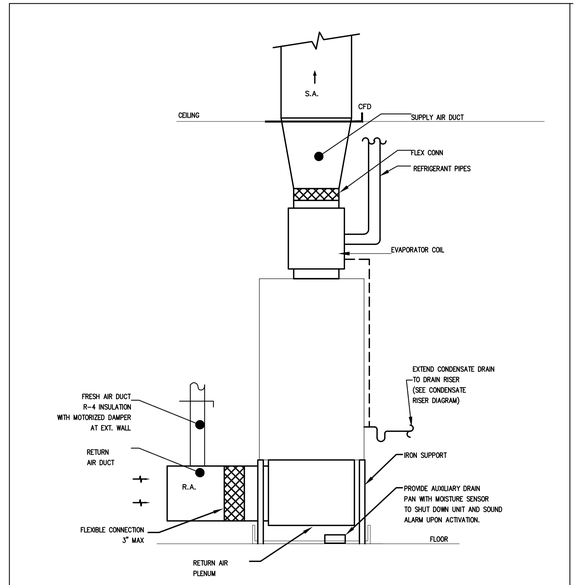
NEW 6 UNIT MULTIFAMILY

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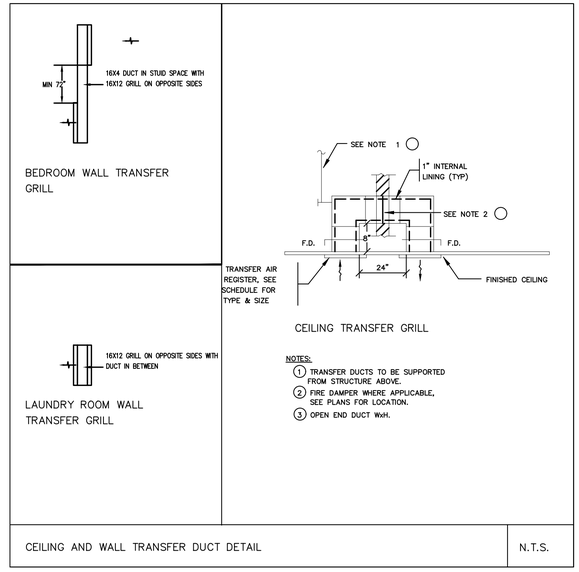
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VERTICAL UNIT DETAIL WITH SIDE AIR RETURN | N.T.S.

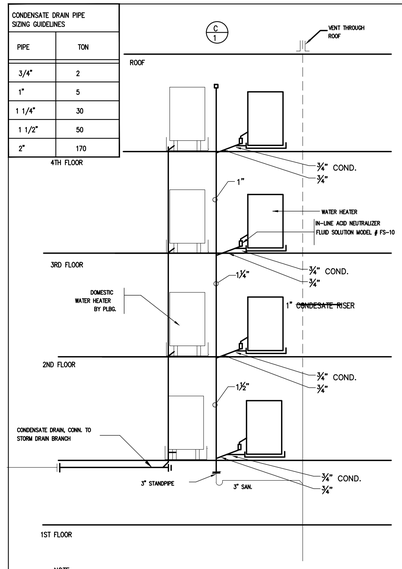


VERTICAL UNIT DETAIL WITH BOTTOM AIR RETURN | N.T.S.



CEILING AND WALL TRANSFER DUCT DETAIL | N.T.S.

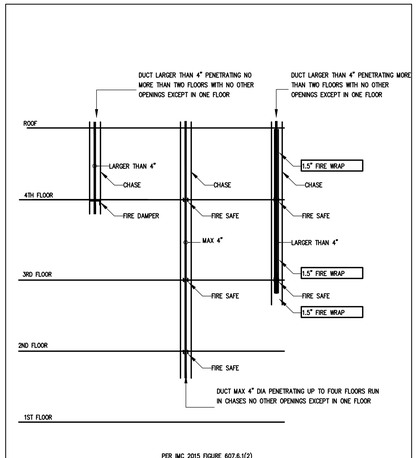
CONDENSATE DRAIN PIPE SIZING GUIDELINES	
PIPE	TON
3/4"	2
1"	5
1 1/4"	30
1 1/2"	50
2"	170



NOTE:
ALL ACID NEUTRALIZERS, DRAIN PIPING FROM FURNACES, AND CONDENSATE DRAIN SHALL BE BY HVAC CONTRACTOR. SANITARY PIPING SHALL BE BY PLUMBING CONTRACTOR.

NOTE:
PROVIDE CONDENSATE RISER IN EACH APARTMENT MECH ROOM AS SHOWN ON THIS DIAGRAM

MECHANICAL ROOM DRAIN RISER DIAGRAM | N.T.S.



PER IMC 2015 FIGURE 607.6.1(2)

DUCT RISER THROUGH FLOORS | NTS

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COMMONWEALTH OF MASSACHUSETTS
MOHAMMED ZADE
No. 27233
REGISTERED PROFESSIONAL ENGINEER

Mohammed Zade

Project number	SC21-012
Date	01/06/2022
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Scale	

REVISIONS

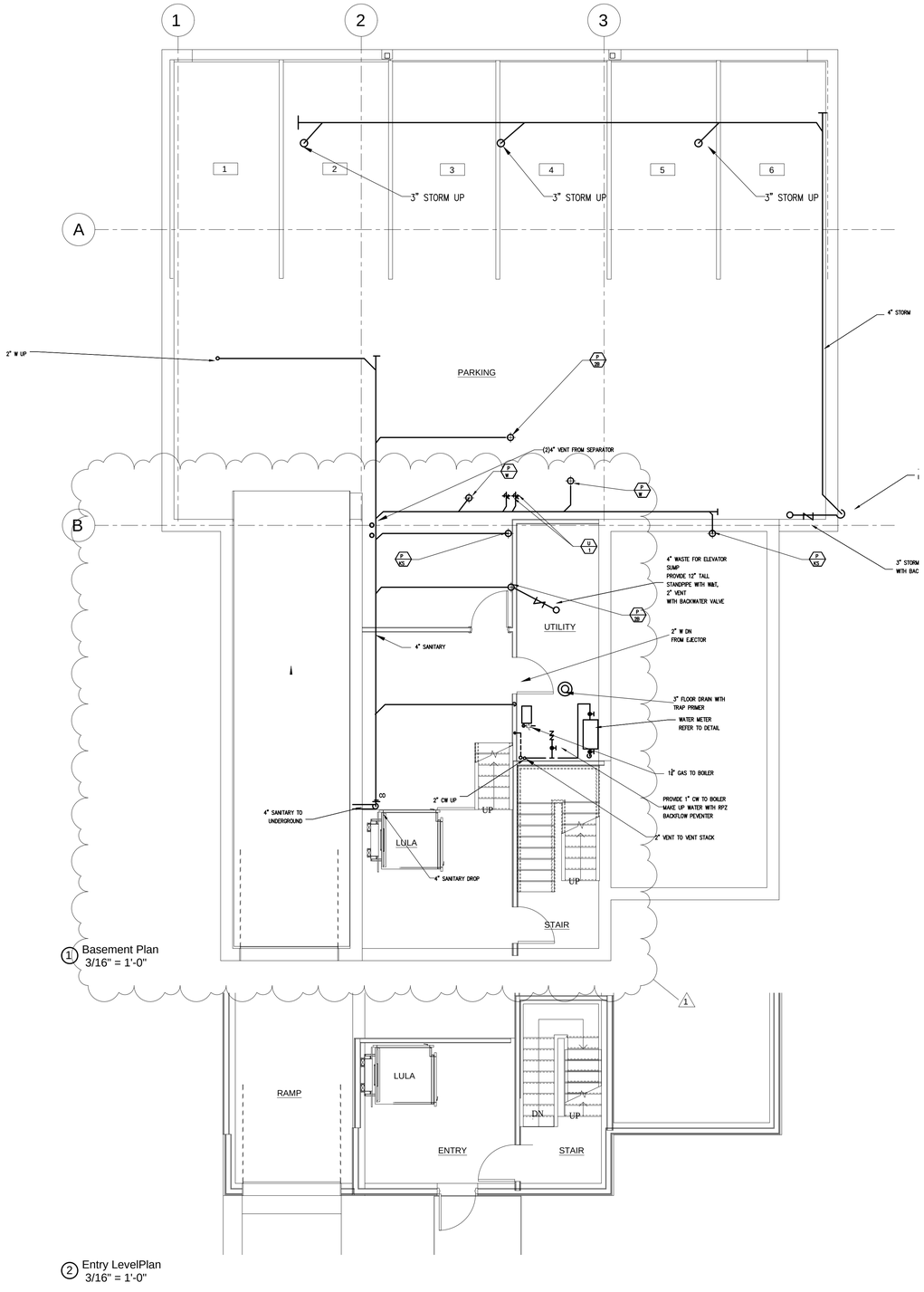
No.	Description	Date
1	Amendment #1	01/06/2022

HVAC Details & Risers

H-204

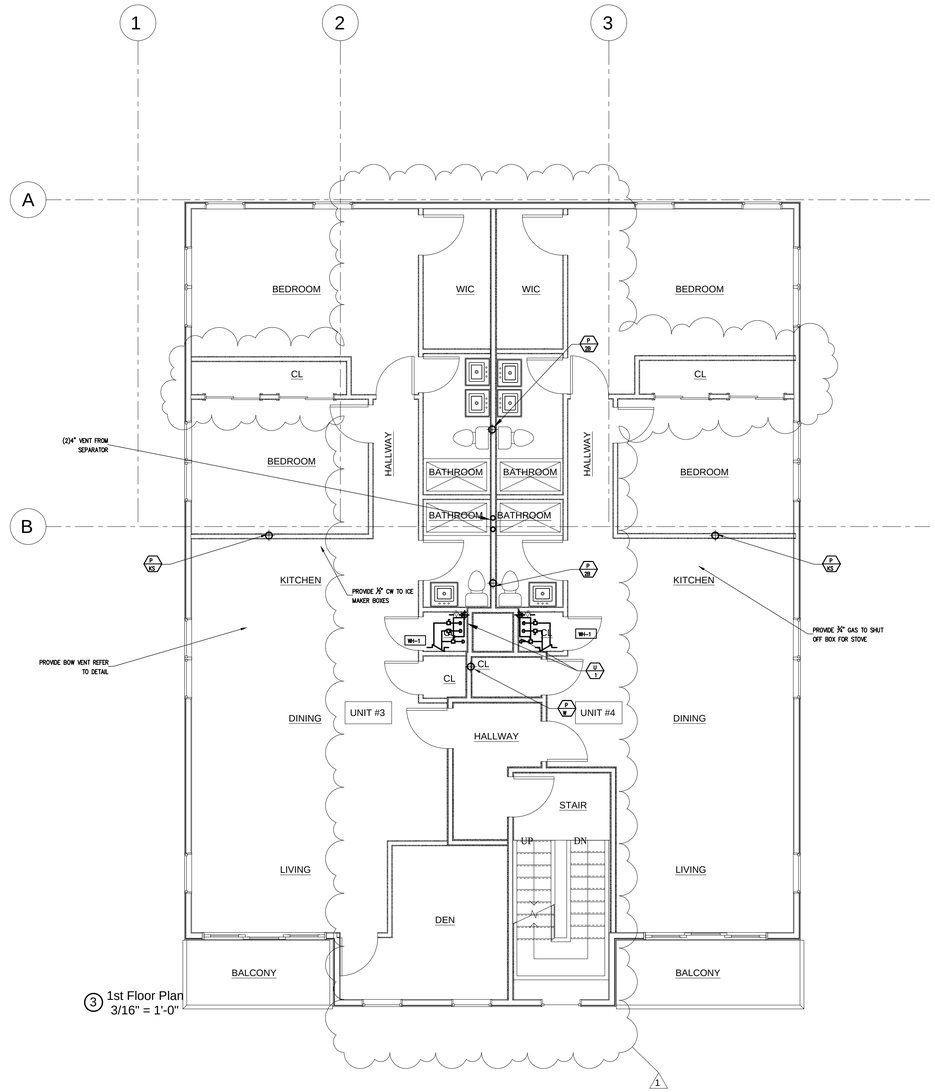
NEW 6 UNIT MULTIFAMILY

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1 Basement Plan
3/16" = 1'-0"

2 Entry LevelPlan
3/16" = 1'-0"



3 1st Floor Plan
3/16" = 1'-0"

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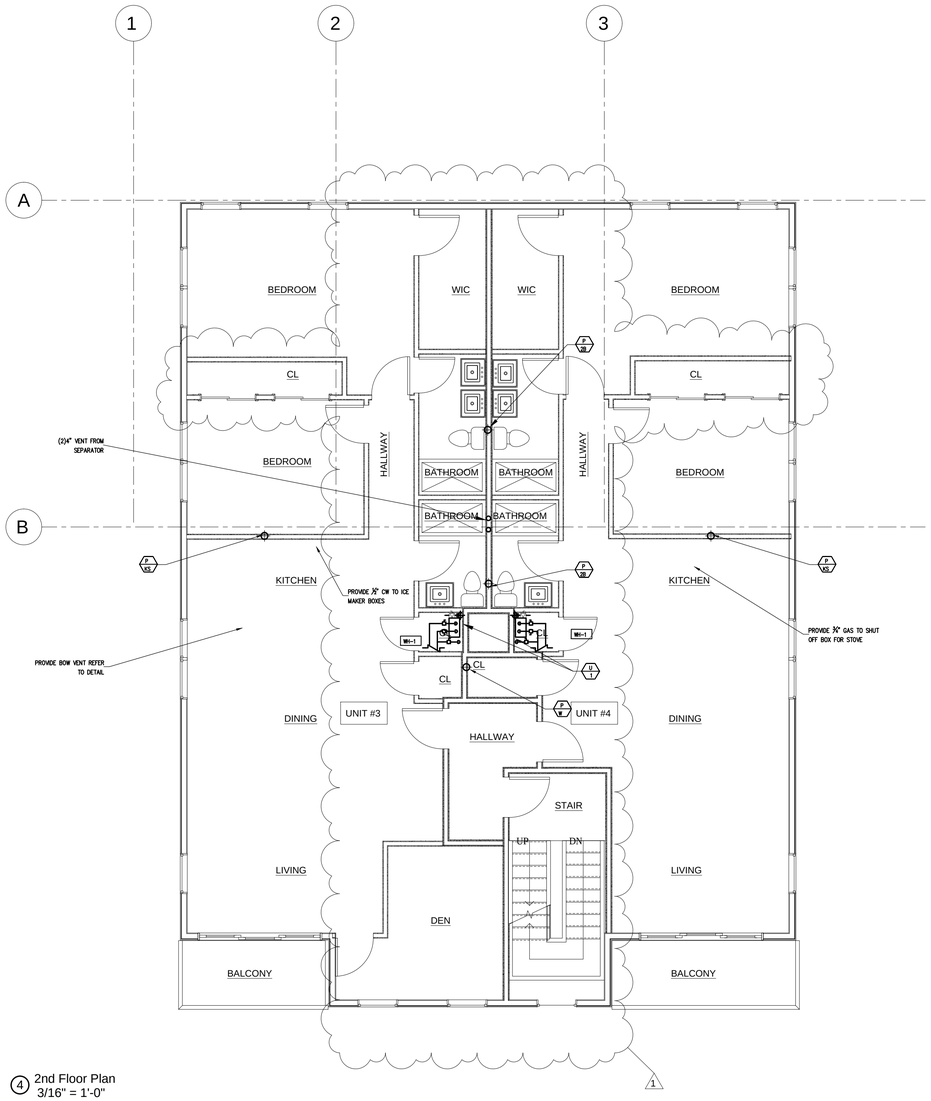
Basement, Entrance and First Floor Plumbing Plans

P-100

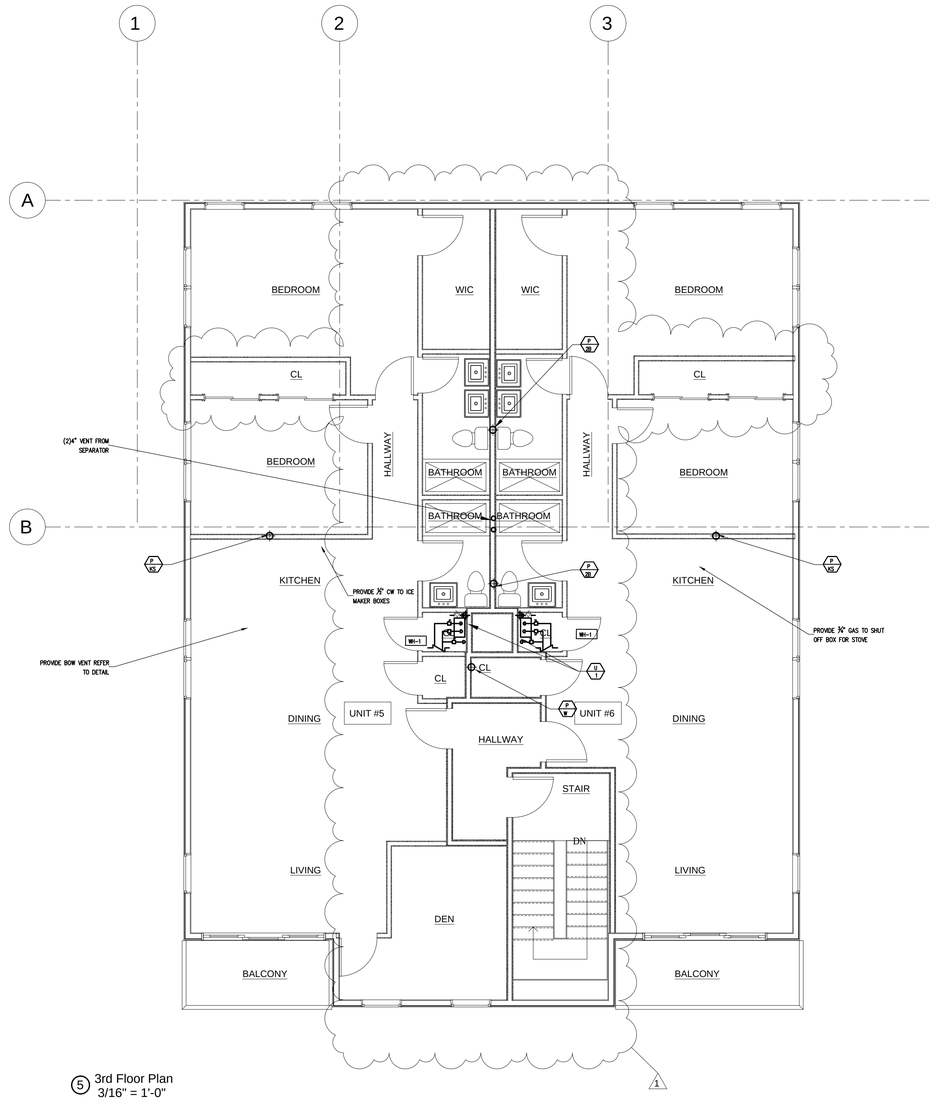
NEW 6 UNIT MULTIFAMILY

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4 2nd Floor Plan
3/16" = 1'-0"



5 3rd Floor Plan
3/16" = 1'-0"

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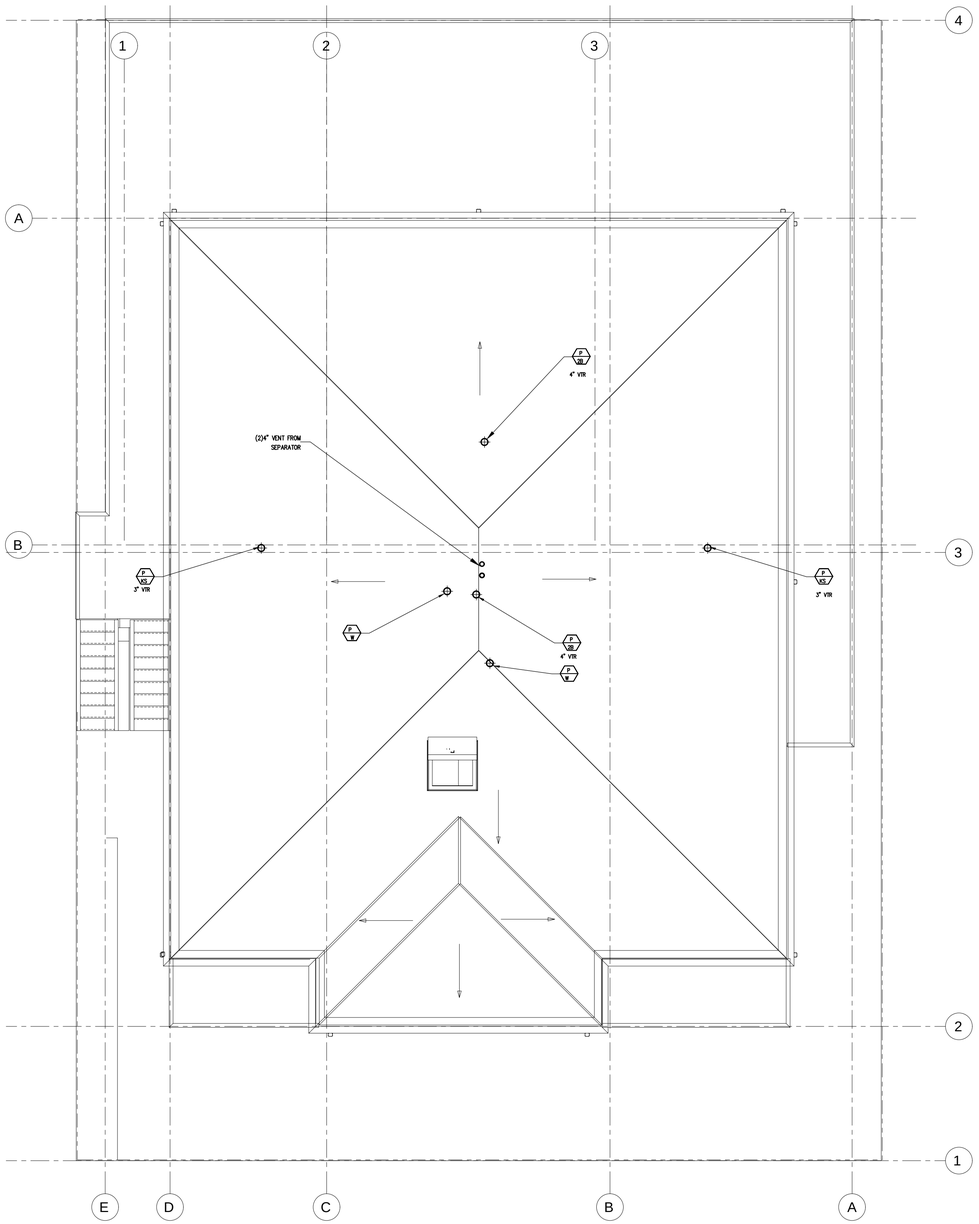
Second, Entrance and First Floor Plumbing Plans

P-101

NEW 6 UNIT MULTIFAMILY

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6 Roof Plan
3/16" = 1'-0"

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Roof Plumbing Plan

P-102

NEW 6 UNIT MULTIFAMILY

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GENERAL NOTES

1) FOR EXACT LOCATION OF PLUMBING FIXTURES SEE ARCHITECTURAL DRAWINGS.
2) EXAMINE ALL CONTRACT DRAWINGS, GERNERAL CONDITIONS AND SPECIFICATIONS WHICH MAY AFFECT THE WORK.
3) ALL PLUMBING WORK MUST BE COORDINATED WITH ALL OTHER TRADES BEFORE PROCEEDING WITH INSTALLATION.
4) CHECK INVERT ELEVATIONS AND EXACT LOCATIONS OF ALL OUTSIDE UTILITIES BEFORE INSTALLING ANY UNDERGROUND.
5) NO CHANGES ARE TO BE MADE IN PLUMBING LAYOUT WITHOUT WRITTEN PERMISSION OF THE ARCHITECT.
6) NO PIPING SHALL RUN EXPOSED IN FINISHED AREAS.
7) ALL PLUMBING SYSTEM SHALL BE INSTALLED IN STRICT ACCORDANCE WITH THE LOCAL AND STATE PLUMBING CODES.
8) ROUGHING DIMENSIONS OF TOILET FIXTURES MUST BE COORDINATED WITH GENERAL CONTRACTOR.
9) INSTALL ALL HOT AND COLD WATER PIPING AS PER SPECIFICATIONS.
10) INSTALL SHUTOFF GATE VALVES ON ALL BRANCH SUPPLY LINES AND AT THE BASE OF HOT AND COLD WATER RISERS.
11) PLUMBING CONTRACT SHALL REQUIRES PANELS TO ACCESS THE CONCEALED PLUMBING CLEANOUTS, DRAINS, DEVICES AND CONTROLS. ACCESS PANELS SHALL BE FIRE RATED TO MATCH THE PENETRATING PARTITION OR CEILING TYPE. GENERAL CONTRACTOR SHALL INSTALL THE ACCESS PANELS.
12) INSTALL ALL FLOOR CLEANOUTS TO CLEAR EQUIPMENT.
13) PLUMBING CONTRACTOR SHALL OBTAIN AND PAY FOR ALL PERMITS, FEES AND CHARGES IN CONNECTION WITH THE WORK.
14) PLUMBING CONTRACTOR SHALL PROVIDE WATERTIGHT SLEEVES FOR ALL PIPES PASSING THRU BASEMENT WALLS.
15) INSTALL CLEANOUTS AT THE BASE OF ALL SANITARY STACKS.
16) INSTALL ALL HORIZONTAL RUNS OF PIPING AS HIGH AS POSSIBLE, PITCH ALL WATER PIPING TO DRAIN, DRAW OFFS AT ALL POINTS.
17) PLUMBING CONTRACTOR SHALL MAKE ALL FINAL CONNECTIONS TO OUTSIDE UTILITIES.
18) FOR PIPE SIZES NOT SHOWN ON PLANS SEE DETAILS & RISER DIAGRAMS.

GENERAL NOTES:

1. SHOULD ANY CONTRADICTION, AMBIGUITY, ERROR, INCONSISTENCY, OMISSION OR INCOMPLETE SYSTEM APPEAR IN OR BETWEEN ANY OF CONTRACT DOCUMENTS THE CONTRACTOR SHALL, BEFORE SUBMITTING THE FINAL BID AND SIGNING THE CONTRACT FOR CONSTRUCTION, NOTIFY THE ARCHITECT AND REQUEST A WRITTEN RESOLUTION AS TO WHICH METHODS OR MATERIALS WILL BE REQUIRED. IN THE EVENT OF CONFLICTING REQUIREMENTS OF STANDARDS , DRAWINGS AND SPECIFICATIONS, THE CONTRACTOR SHALL COMPLY WITH THE MORE STRINGENT REQUIREMENTS. BEFORE SUBMITTING THE FINAL BID AND THE SIGNING THE CONTRACT FOR THE CONSTRUCTION THE CONTRACTOR SHALL OBTAIN A WRITTEN INTERPRETATION FROM THE ARCHITECT. IN NO CASE SHALL THE CONTRACTOR PROCEED WITH THE AFFECTED WORK UNTIL ADVISED BY THE ARCHITECT.

IF THE CONTRACTOR FAILS TO MAKE A REQUEST FOR INTERPRETATION OR RESOLUTION NO EXCUSE WILL BE ACCEPTED FOR FAILURE TO CARRY OUT THE WORK IN A SATISFACTORY MANNER, AS INTERPRETED BY THE ARCHITECT. THIS GENERALLY MEANS THE USE OF THE HIGHEST QUALITY MATERIAL, MOST EXPENSIVE WAY OF PERFORMING WORK AND PROVIDING COMPLETE FUNCTIONING SYSTEM FOR PROPER OPERATION.

EACH AND EVERY TRADE OR SUBCONTRACTOR WILL BE DEEMED TO HAVE FAMILIARIZED THEMSELVES WITH ALL THE CONTRACT DOCUMENTS OF THIS PROJECT, INCLUDING ARCHITECTURAL, STRUCTURAL, MECHANICAL, ELECTRICAL AND SITE WORK, AND TO HAVE VISITED THE SITE, SO AS TO AVOID ERROR, OMISSIONS AND MISINTERPRETATIONS. RELATED INFORMATION MAY BE PROVIDED ON CONTRACT DOCUMENTS OTHER THAN THOSE ASSOCIATED WITH THE SUBCONTRACTOR'S TRADE. THE CONTRACTOR IS RESPONSIBLE FOR COORDINATING RELATED WORK OF ALL THE CONTRACT DOCUMENTS. NO ADDITIONAL COMPENSATION WILL BE AUTHORIZED FOR ALLEGED ERRORS, OMISSIONS AND MISINTERPRETATIONS WHETHER THEY ARE A RESULT OF FAILURE TO OBSERVE THIS REQUIREMENT OR NOT.

2. ALL PENETRATIONS OF ASSEMBLIES EXPOSED TO THE EXTERIOR ENVIRONMENT SHALL BE SEALED WITH FOAM SEALANT OR EQUIVALENT SEALER TO PROVIDE ZERO AIR INFILTRATION. COORDINATE WITH FIRE STOPPING REQUIREMENTS.

3. NO COMPONENT OF ANY SYSTEM SHALL RUN THROUGH THE STAIR ENCLOSURE THAT DOES NOT RELATE TO OR SERVE THE STAIR ENCLOSURE.

PLUMBING NOTES:

1. REFER TO ARCHITECTURAL DRAWINGS FOR TYPE AND LOCATION OF ALL FIRE WALLS. ANY PENETRATION THROUGH FIRE FLOORS SHALL BE FIRE STOPPED . ANY PENETRATION THROUGH FIRE WALL SHALL BE FIRE CAULKED. REFER TO SECTION 7275 FOR PROCEDURE.

2. WITHOUT LIMITATION PAY ATTENTION TO THE FOLLOWING ITEMS:

   A. CHASES BEHIND BATHROOM (WALL BETWEEN CORRIDOR AND BATHROOM) AND WALLS BETWEEN UNITS ARE FIRE RATED. FIRE CAULK ALL PENETRATIONS.

   B. TOP AND BOTTOM WALL PLATES AT CEILING AND AT FLOOR IS PART OF FIRE SEPARATION. FIRE STOP ALL PENETRATIONS THROUGH PLATES.

PIPING MATERIAL NOTES

SANITARY AND VENT: BELOW GROUND: SWCI WITH PUSH ON JOINTS.

ABOVE GROUND:
-SCH.40 PVC WITH SOLVENT JOINTS FOR ALL PLUMBING FIXTURES ONLY SERVING RESIDENTIAL FLOORS, IF SANITARY MAIN CONNECTS TO COMMERCIAL FIXTURES FROM THAT POINT AND BEYOND SHALL BE CAST IRON. IF ANY CONNECTION FROM RESIDENTIAL TO COMMERCIAL FIXTURES HAPPENS ON FIRST LEVEL TRANSITION TO CAST IRON IN RESIDENTIAL LEVEL.
-SWCI WITH HUSKY 4-BAND CLAMPS FOR ALL PLUMBING IN CONNECTIONS IN COMMERCIAL AND GARAGE LEVELS.

WATER PIPING: TYPE "L" COPPER WITH 95-5 SOLDER JOINTS IN COMMERCIAL AND GARAGE LEVEL, CPVC IN RESIDENTIAL LEVELS ONLY.

GAS PIPING: SCHEDULE 40 ER/ERW BLACK STEEL WITH THREADED JOINTS OR WELDED.

INSULATION NOTES

THE FOLLOWING SYSTEMS SHALL BE INSULATED.
DUCT LINER SHALL BE CLOSED CELL TYPE, GERM PROOF

ESTAR REQUIREMENTS:

1. DOMESTIC HOT WATER & RECIRCULATION MAINS AND BRANCHES:
   PIPING < 1" REQUIRES 1" INSULATION
   PIPING > 1½" REQUIRES 1½" INSULATION

IECC 2018 REQUIREMENTS:

1. DOMESTIC HOT WATER MAINS AND BRANCHES:
   PIPING < 1" REQUIRES 1" INSULATION
   PIPING > 1½" REQUIRES 2" INSULATION

GENERAL INSULATION REQUIREMENTS:

CW PIPING: ½" INSULATION
HORIZONTAL STORM: ½" INSULATION

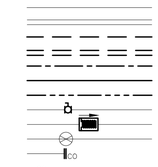
THIS BUILDING SHALL BE QUALIFIED FOR ESTAR, STRETCH CODE, AND LEED SILVER. PROVIDE THE MOST STRINGENT LEVELS OF INSULATION FOR QUALIFICATION

BASIS OF DESIGN

- ENERGY CODE-IECC 2018-RESIDENTIAL/COMMERCIAL
- ESTAR BUILDING- YES
- LEED- NO
- MASS SAVE- YES
- KITCHEN HOOD DUCTED- YES
- GAS FURNACE AND TANKLESS WATER HEATER
- FLUES TO SIDEWALL
- BATH/KITCHEN/DRYER EXHAUST TO SIDEWALL

- ELECTRIC COOKING
- ELECTRIC DRYER
- 22" DEEP OPEN WEB JOIST, CORRIDOR TO EXTERIOR
- INDIVIDUAL GAS METERING- YES
- INDIVIDUAL ELECTRIC METERING- YES
-PROVISION FOR INDIVIDUAL WATER METERING

- HARD ELBOW
- DRYER ELL- YES
- USB OUTLETS- YES, KITCHEN AND BEDROOMS
- CORRIDOR FIRE RATING IS ABOVE FALSE CEILING
- GARAGE WILL NOT HAVE A CEILING
- CONDENSERS IN MECH. CLOSETS
- COMMON AREAS HEATING & A/C



	SANITARY ABOVE FLOOR
	SANITARY UNDER FLOOR
	VENT
	VENT BURIED
	COLD WATER
	HOT WATER
	HOT WATER CIRCULATION
	SHUT OFF VALVE
	CHECK VALVE
	FLOOR CLEANOUT
	CLEANOUT
WCO	WALL CLEANOUT
VR	VENT RISER
VTR	VENT THRU ROOF
HD	HUB DRAIN
FD	FLOOR DRAIN
FCO	FLOOR CLEANOUT
	UNION
HB	HOSE BIBB
RD	ROOF DRAIN
VS	VENT STACK
WB	WASHER BOX
WC	WATER CLOSET
LAV	LAVATORY SINK
SH	SHOWER
KS	KITCHEN SINK

– PLUMBING LEGEND N.T.S.

FIRE SAFE THROUGH WOOD FLOORS

TYPE	SIZE	HILTI	MATERIAL	RATING	BOTTOM	TOP	CHASE WALL
STEEL/CAST COPPER/EMT	MAX 4"	FS-ONE	INTUMESCENT SEALANT	2HRS	FIRE STOP	FIRE STOP	REQUIRED
STEEL/CAST 4" EMT/ 2" FLEX	MAX 6" –	FS-ONE	INTUMESCENT SEALANT	2HRS	FIRE STOP	FIRE STOP	NOT REQUIRED
STEEL/CAST COPPER/EMT	MAX 4"	CP-620	INTUMESCENT SEALANT	1HRS	FIRE STOP	FIRE STOP	REQUIRED
PEX	MAX 1"	CP 645	INTUMESCENT STRIP W/COLLAR	1HRS	BOTH SIDES	BOTH SIDES	NOT REQUIRED
PVC PIPE	MAX 2"	FS-ONE	INTUMESCENT SEALANT	1HRS	FIRE STOP	FIRE STOP	NOT REQUIRED
PVC PIPE	MAX 4"	FS-ONE	INTUMESCENT SEALANT	2HRS	FIRE STOP	FIRE STOP	REQUIRED
PVC PIPE	MAX 4"	CP 645	INTUMESCENT STRIP W/COLLAR	1HRS	COLLAR	FIRE STOP	NOT REQUIRED
REFRIGERANT	–	FS-ONE	INTUMESCENT SEALANT –	1HRS	FIRE STOP	FIRE STOP	NOT REQUIRED
4" DUCT	MAX 4"	FS-ONE	INTUMESCENT SEALANT –	1HRS	FIRE STOP	FIRE STOP	NOT REQUIRED
INSULATED COPPER/STEEL	MAX 2"	FS-ONE	INTUMESCENT SEALANT –	1HRS	FIRE STOP	FIRE STOP	NOT REQUIRED
CABLES	MAX 2"	FS-ONE	INTUMESCENT SEALANT –	1HRS	FIRE STOP	FIRE STOP	NOT REQUIRED

SCHEDULE OF WATER HEATER

DESIGNATION	NAME	LOCATION	DESCRIPTION
WH-1	APARTMENT HOT WATER HEATER	APARTMENT MECH. CLOSET	NAVIEN NCB-240, CONDENSING COMBI BOILER, 199 MBH INPUT, 120V/1ϕ, AFUE 91%, 4.5 GPM @77°F RISE. PROVIDE (2) 3" PVC FLUES THROUGH SIDEWALL FOR EACH UNIT.

EJECTOR PUMP SCHEDULE

EJECTOR PUMP	EP-1	PROVIDE SIMPLEX SEWAGE EJECTOR SYSTEM. PROVIDE PRE-PACKAGED PUMP AND PIT, ZOELLER MODEL N264, 20 GPM @ 20 FT HEAD, 1/2 HP, 208V/1Ø, POWER CORD, 18"ø x 30" DEEP POLYETHYLENE SUMP PIT (3"INLET, 1¼" DISCHARGE, 15"ø VENT). PROVIDED ZOELLER 10-1464 INDOOR VISUAL AND AUDIBLE ALARM WITH SILENCE SWITCH INSTALLED IN FIELD.
EJECTOR PUMP	EP-2	PROVIDE DUPLEX SEWAGE EJECTOR SYSTEM. ZOELLER MODEL NK284. 20 GPM @ 20 FT HEAD, 1 HP, 208V/1Ø, POWER CORD, 24"ø x 30" DEEP POLYETHYLENE SUMP PIT (4"INLET, 1¼" DISCHARGE, 15"ø VENT). PROVIDED ZOELLER INDOOR VISUAL AND AUDIBLE ALARM WITH SILENCE SWITCH INSTALLED IN FIELD. PROVIDE PUMP ALTERNATOR OFFSET DRAIN LINES UNDER GARAGE SLAB FLOOR

PROJECT NAME

NEW 6 UNIT MULTIFAMILY

PROJECT ADDRESS

8 Ashton Street, Boston, MA 02124

CLIENT

Shanti Acquisitions, LLC

ARCHITECT

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COMMONWEALTH OF MASSACHUSETTS
MOHAMMED ZADE
No. 27233
REGISTERED PROFESSIONAL ENGINEER

Project number SC21-012
Date 01/06/2022
Drawn by RC
Checked by RC
Scale

REVISIONS

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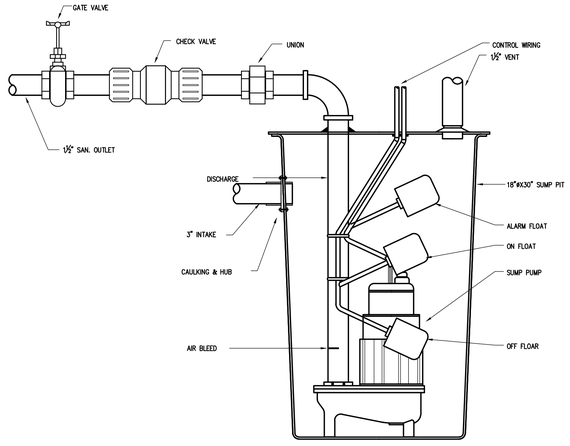
Plumbing Notes

P-200

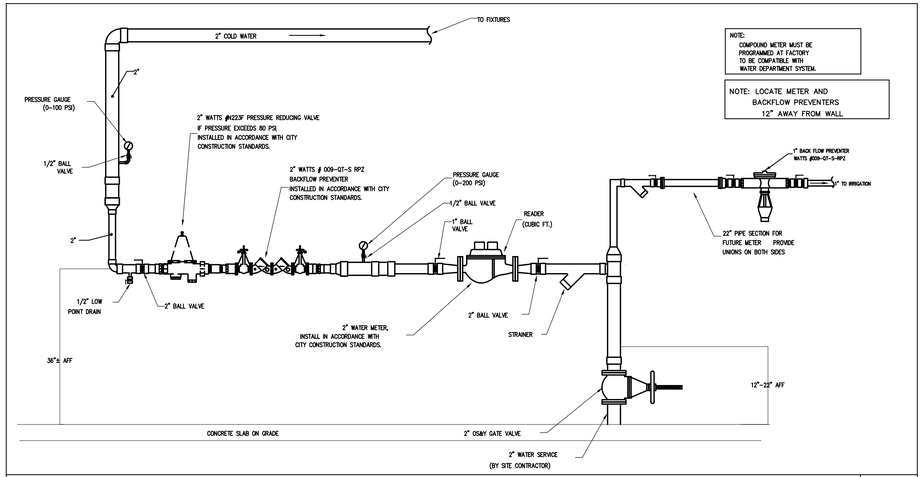
NEW 6 UNIT MULTIFAMILY

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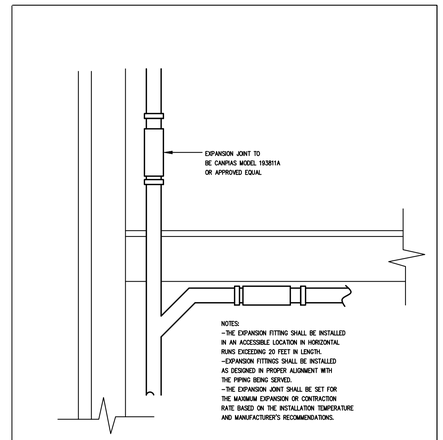
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– EJECTOR PUMP DETAIL — N.T.S.



WATER METER WITH 2" WATER SERVICE DETAIL — N.T.S.



P.V.C. EXPANSION JOINT FITTING — N.T.S.

INLET	D	A	B
4"	3'-6"ø	3'-0"	2'-6"
5"	3'-6"ø 3'-6"x3'-6" 4'-0"ø 4'-0"x4'-0" 4'-6"ø	5'-0" 5'-0" 3'-6" 3'-0" 3'-0"	4'-6" 4'-6" 3'-0" 2'-6" 2'-0"
6"	4'-0"ø 3'-0"x4'-0" 4'-6"ø 4'-6"x4'-6" 5'-0"ø 5'-0"x5'-0"	5'-0" 4'-0" 4'-0" 3'-6" 3'-0" 3'-0"	4'-6" 3'-6" 3'-6" 3'-0" 2'-6" 2'-6"
8"	5'-0"ø 5'-6"x5'-0" 6'-0"ø 6'-0"x5'-0" 6'-6"ø 6'-6"x6'-6"	6'-0" 4'-6" 4'-0" 3'-0" 3'-6" 3'-0"	5'-0" 4'-0" 3'-6" 2'-6" 3'-0" 2'-6"

NOTES:
- ALL INLET TRAPS TO BE PROVIDED IN ACCORDANCE WITH 248 CMR 10.00
- FOR INLETS LARGER THAN 10" THE DESIGN AND DIMENSIONS WILL BE DETERMINED FOR EACH PARTICULAR CASE.
- PRE-CAST SEPERATORS ARE TO HAVE ALL SPECIFIED HOLES EITHER CORE-BORED OR CAST IN PLACE.
- CIRCULAR BASINS ARE RECOMMENDED.

GENERAL CONSTRUCTION NOTES:

BASIN TO BE LOCATED OUTSIDE OF BUILDING WHERE POSSIBLE, COVER TO HAVE A CENTER HOLE.

A THIGHT COVER MUST BE USED IF BASIN IS LOCATED INSIDE OF BUILDING.

OPENING SHALL BE NOT LESS THAN 24" DIAMETR.

THE CATCH BASIN SHALL BE SO LOCATED AND CONSTRUCTED THAT SURFACE WATER SHALL BE EXLUDED.

INLET PIPE SHALL BE AT LEAST FOUR INCHES ABOVE NORMAL WATER LINE.

WHERE SUBJECT TO FROST OR CRUSHING CONDITIONS, OUTLET SHALL BE AT LEAST THREE FEET BELOW THE SURFACE.

THE NEW CATCH BASIN MUST BE FILLED WITH CLEAN WATER BEFORE USING, AND AFTER BEING EMPTIED FOR PERIODIC CLEANING.

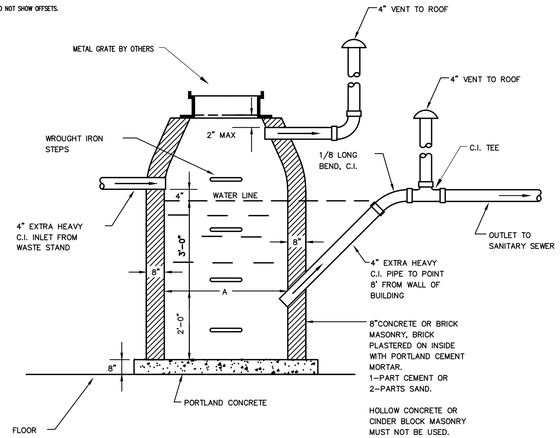
ALL OIL AND GASOLINE MUST BE REMOVED BEFORE CLEANING OUT THE BASIN AND MUST NOT BE DISCHARGED INTO THE SEWER THROUGH OTHER FIXTURES.

SPECIFICATIONS FOR COVERING SPECIAL CASES OR CONDITIONS SHALL BE APPROVED BY THE LOCAL AUTHORITIES.

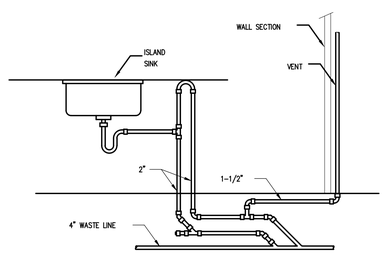
WROUGHT IRON STEPS SHALL BE SPACED ABOUT 18" APART.

BOTH VENTS SHALL BE EXTENDED INDEPENDENTLY 18" ABOVE THE ROOF, OR AS APPROVED BY THE LOCAL AUTHORITIES.

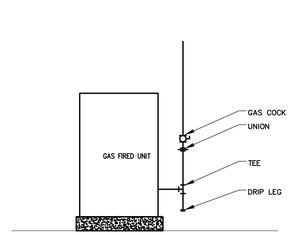
RISER DIAGRAMS DO NOT SHOW OFFSETS.



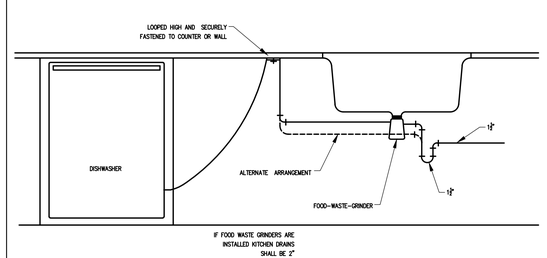
GASOLINE AND SAND TRAP — N.T.S.



BOW VENT HORIZONTAL CONNECTION DETAIL — N.T.S.



GAS FIRED EQUIPMENT PIPING DETAIL — N.T.S.



TYPICAL SINK DISHWASHER & FOOD WASTE GRINDER – DETAIL — N.T.S.

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MOHAMMED ZADE
No. 27233
REGISTERED PROFESSIONAL ENGINEER

Mohammed Zade

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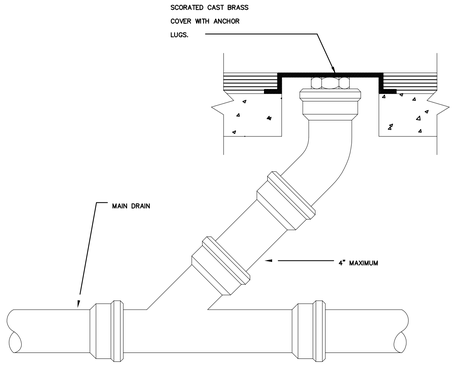
Plumbing Details

P-201

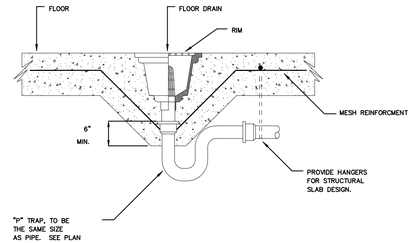
NEW 6 UNIT MULTIFAMILY

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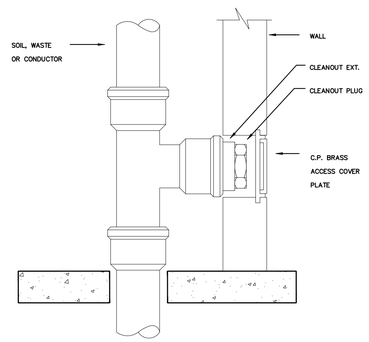


FLUSH FLOOR CLEANOUT DETAIL | N.T.S.

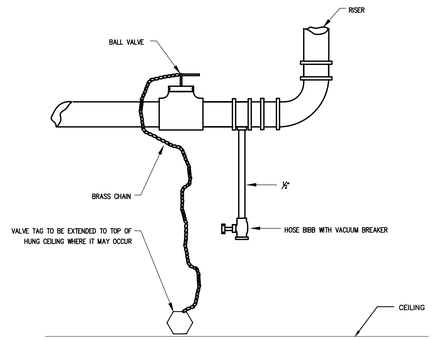


NOTE: CHECK TO SEE IF FLOOR AROUND DRAIN IS TO BE SLOPED OR FEATHERED.

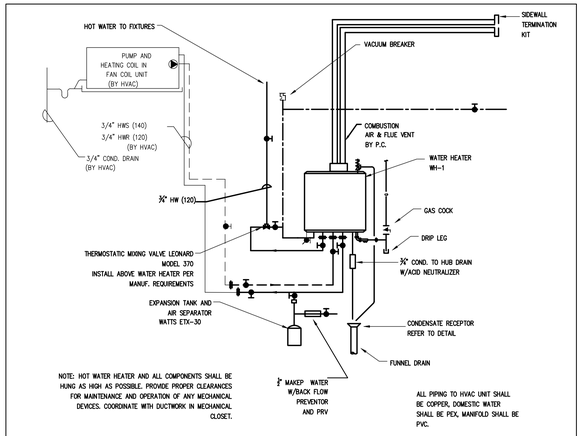
FLOOR DRAIN DETAIL | N.T.S.



FLUSH WALL CLEANOUT DETAIL | N.T.S.

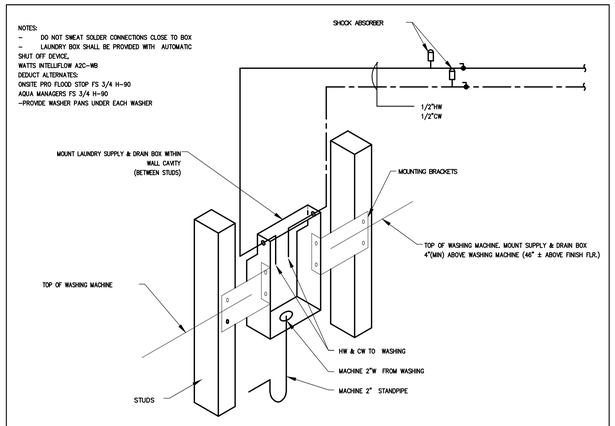


TYPICAL CONNECTION AT BASE OF WATER RISER | N.T.S.

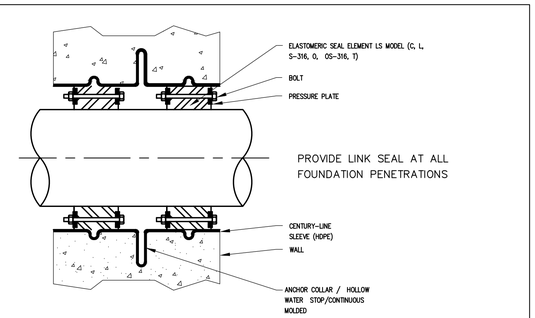


INSTANTANEOUS WATER HEATER DETAIL | N.T.S.

NOTES:
- DO NOT SWEAT SOLDER CONNECTIONS CLOSE TO BOX
- LAUNDRY BOX SHALL BE PROVIDED WITH AUTOMATIC SHUT OFF DEVICE,
WATTS INTELLIFLOW A2C-MB
OXCIUCT ALTERNATES:
ONSITE PRO FLOOD STOP FS 3/4 H-90
AQUA MANAGERS FS 3/4 H-90
-PROVIDE WASHER PANS UNDER EACH WASHER



WASHING MACHINE CONNECTION | N.T.S.



LS Model	Seal Element	Bolts/Nuts	Pressure Plate
C Polymer	EPDM (Black)	Zinc Dichromate/Organic Coated Carbon Steel Bolt	Reinforced Nylon

Sleeve Model	Description	Material
CS	Century-Line Sleeve	HDPE

LINK SEAL DETAIL | N.T.S.

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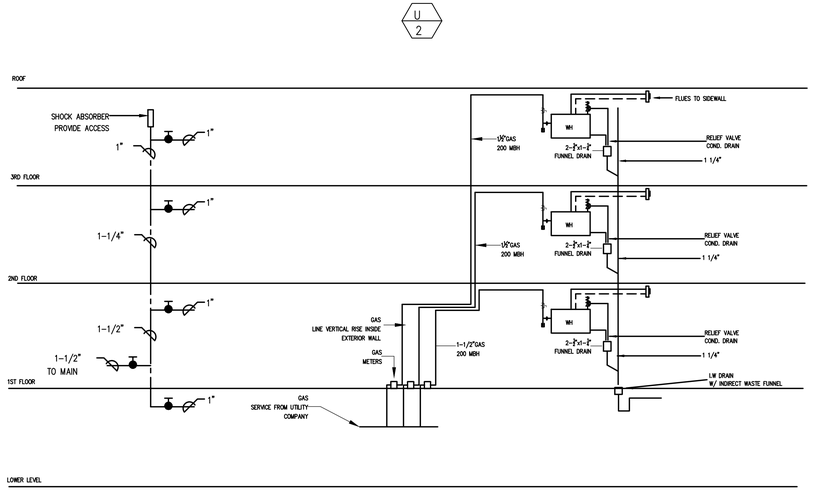
Plumbing Details

P-202

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WATER RISER DIAGRAMS

N.T.S.

GAS RISER DIAGRAMS

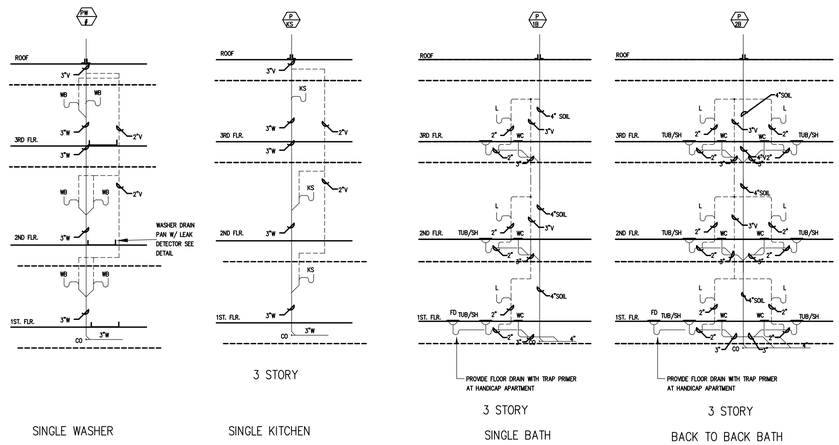
N.T.S.

SEE PLANS FOR GAS METERS
NUMBER AND LOCATIONS

DRAIN RISER DIAGRAMS

N.T.S.

FOR BACK TO BACK UNITS
USE ONE RISER



SINGLE WASHER

3 STORY

SINGLE KITCHEN

3 STORY

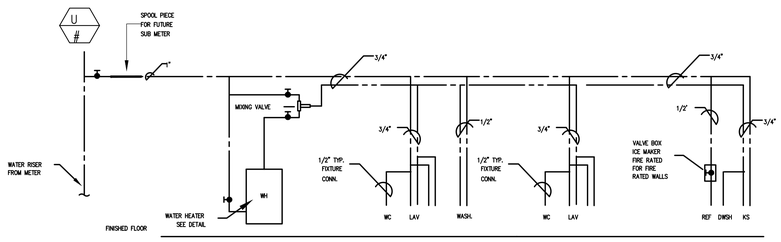
SINGLE BATH

3 STORY

BACK TO BACK BATH

TYPICAL SANITARY RISER DIAGRAMS

N.T.S.



TYPICAL WATER PIPING DIAGRAM

N.T.S.

SEE FLOOR PLANS FOR ACTUAL LOCATION OF FIXTURES

ROOF

PROJECT NAME

NEW 6 UNIT MULTIFAMILY

PROJECT ADDRESS

8 Ashton Street, Boston, MA 02124

CLIENT

Shanti Acquisitions, LLC

ARCHITECT

SOL AND ASSOCIATES INC

523 MEDFORD ST
CHARLESTOWN, MA 02129

TELEPHONE: 617-869-6806

CONSULTANTS:

ZADE ENGINEERING LLC

CONSULTING ENGINEERS
1 BILLINGS ROAD STE 306, QUINCY, MA 02171
TEL. (617) 338-4406
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REGISTRATION

COMMONWEALTH OF MASSACHUSETTS
MOHAMMED ZADE
No. 27233
REGISTERED PROFESSIONAL ENGINEER

Mohammed Zade

Project number	SC21-012
Date	01/06/2022
Drawn by	RC
Checked by	RC
Scale	

REVISIONS

No.	Description	Date
1	Amendment #1	01/06/2022

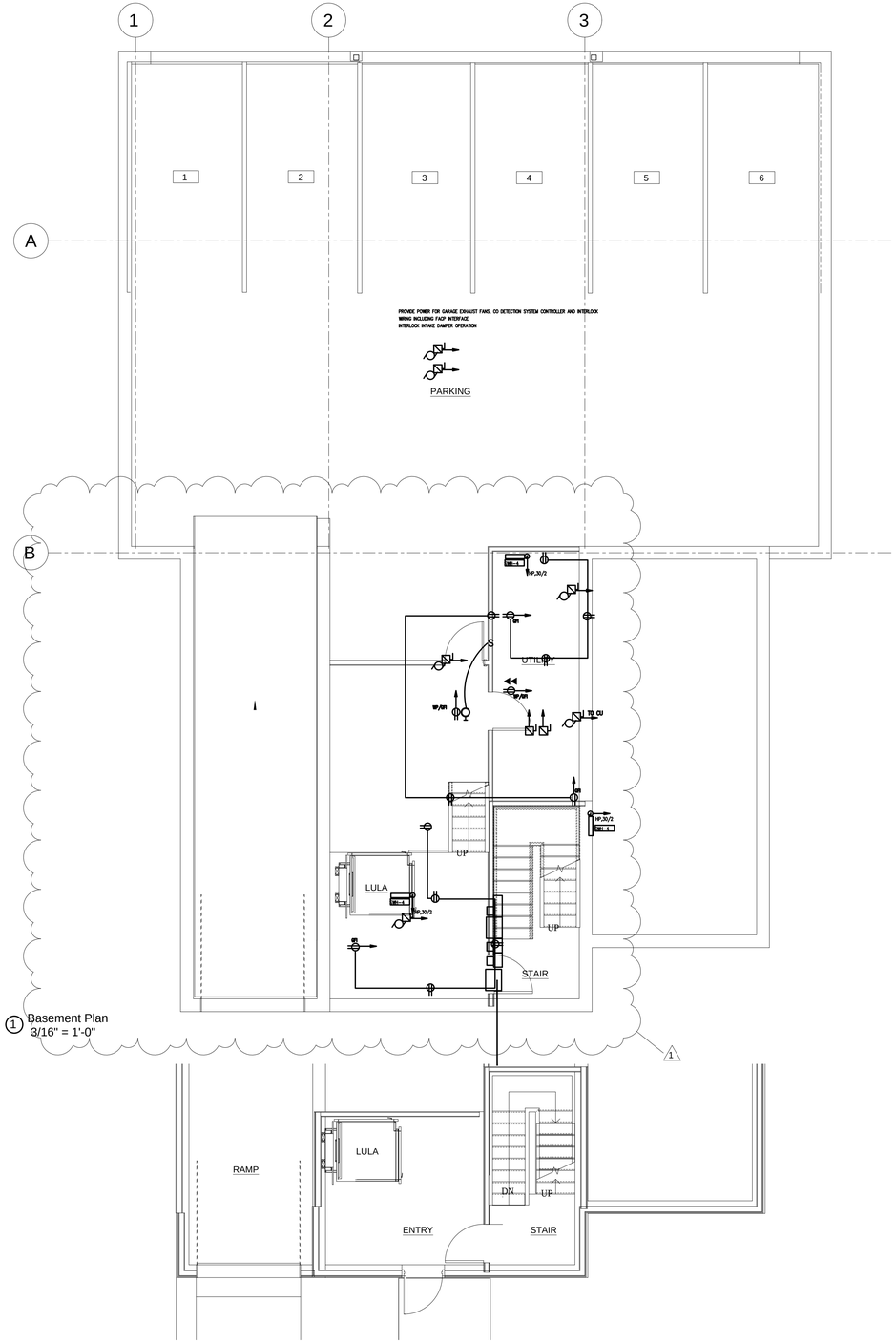
Plumbing Risers

P-203

NEW 6 UNIT MULTIFAMILY

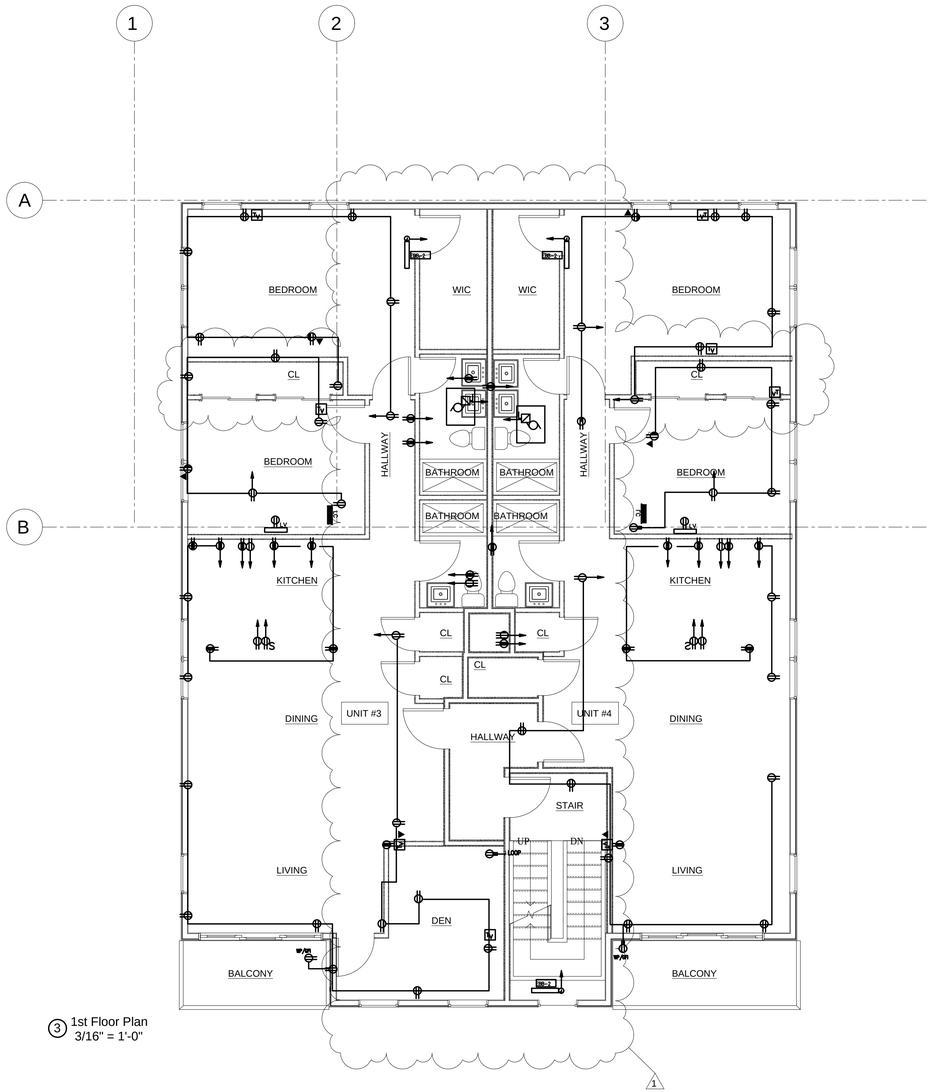
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1 Basement Plan
3/16" = 1'-0"

2 Entry Level Plan
3/16" = 1'-0"



3 1st Floor Plan
3/16" = 1'-0"

PROJECT NAME

NEW 6 UNIT MULTIFAMILY

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REGISTRATION

COMMONWEALTH OF MASSACHUSETTS
MUZAFFER MUSTAFA ZADE
ELECTRICAL
No. 32579
REGISTERED PROFESSIONAL ENGINEER

Project number	SC21-012
Date	01/06/2022
Drawn by	MM
Checked by	MM
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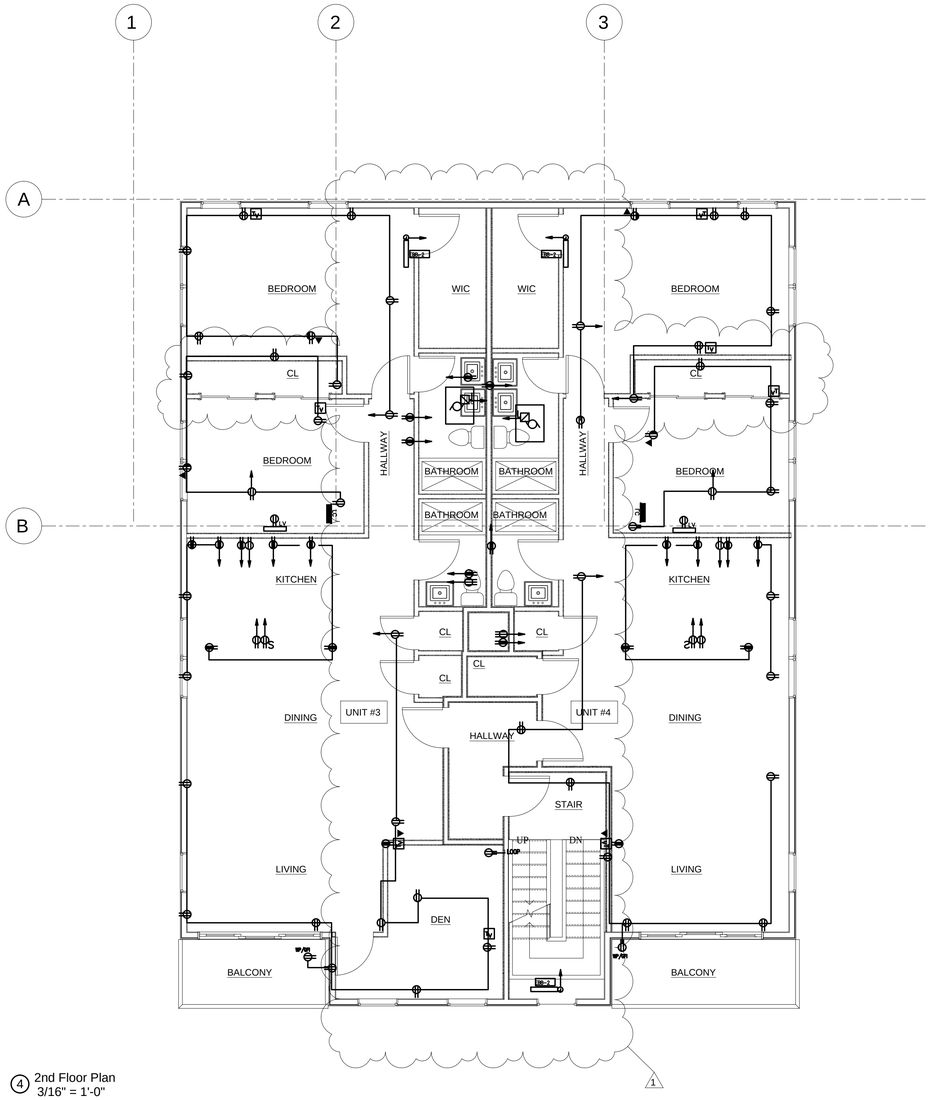
Basement, Entrance and First Floor Power Plans

E-100

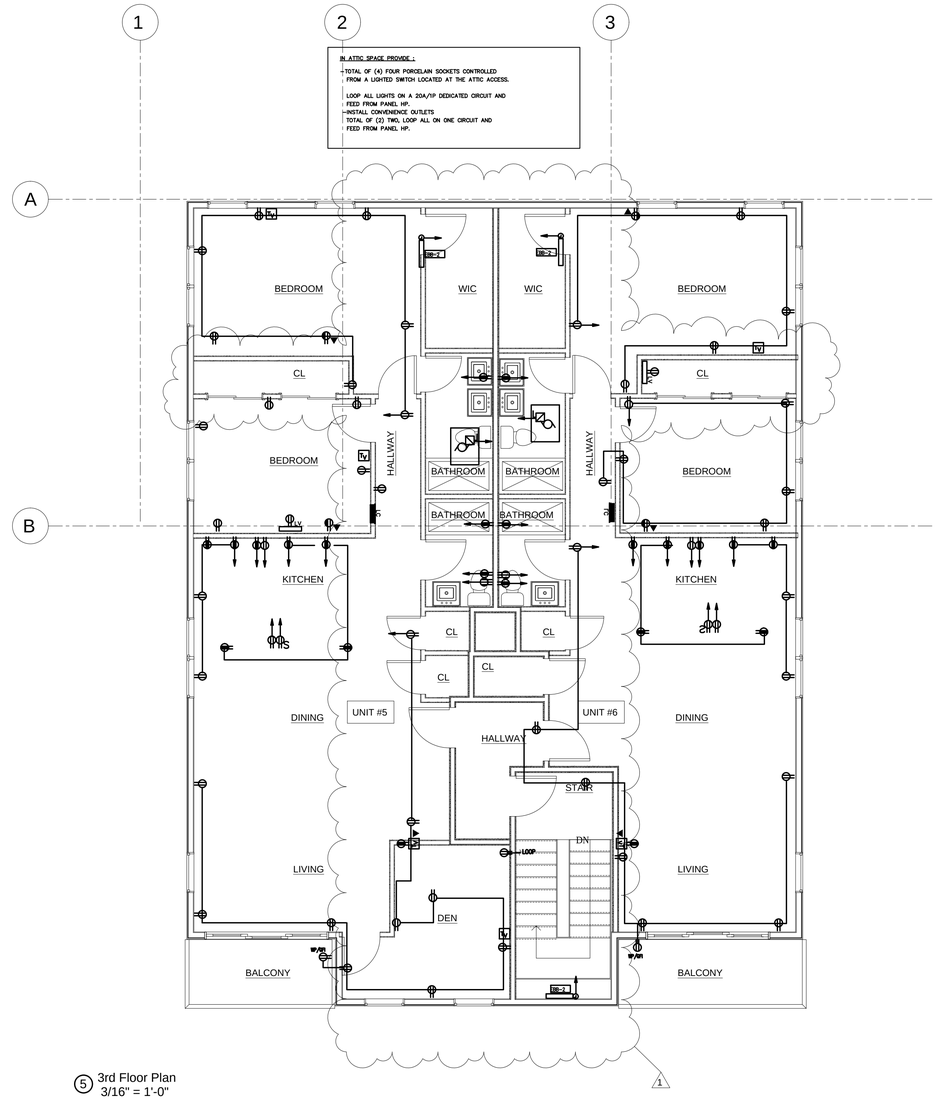
NEW 6 UNIT MULTIFAMILY

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4 2nd Floor Plan
3/16" = 1'-0"



5 3rd Floor Plan
3/16" = 1'-0"

PROJECT NAME

NEW 6 UNIT MULTIFAMILY

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REGISTRATION

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ELECTRICAL
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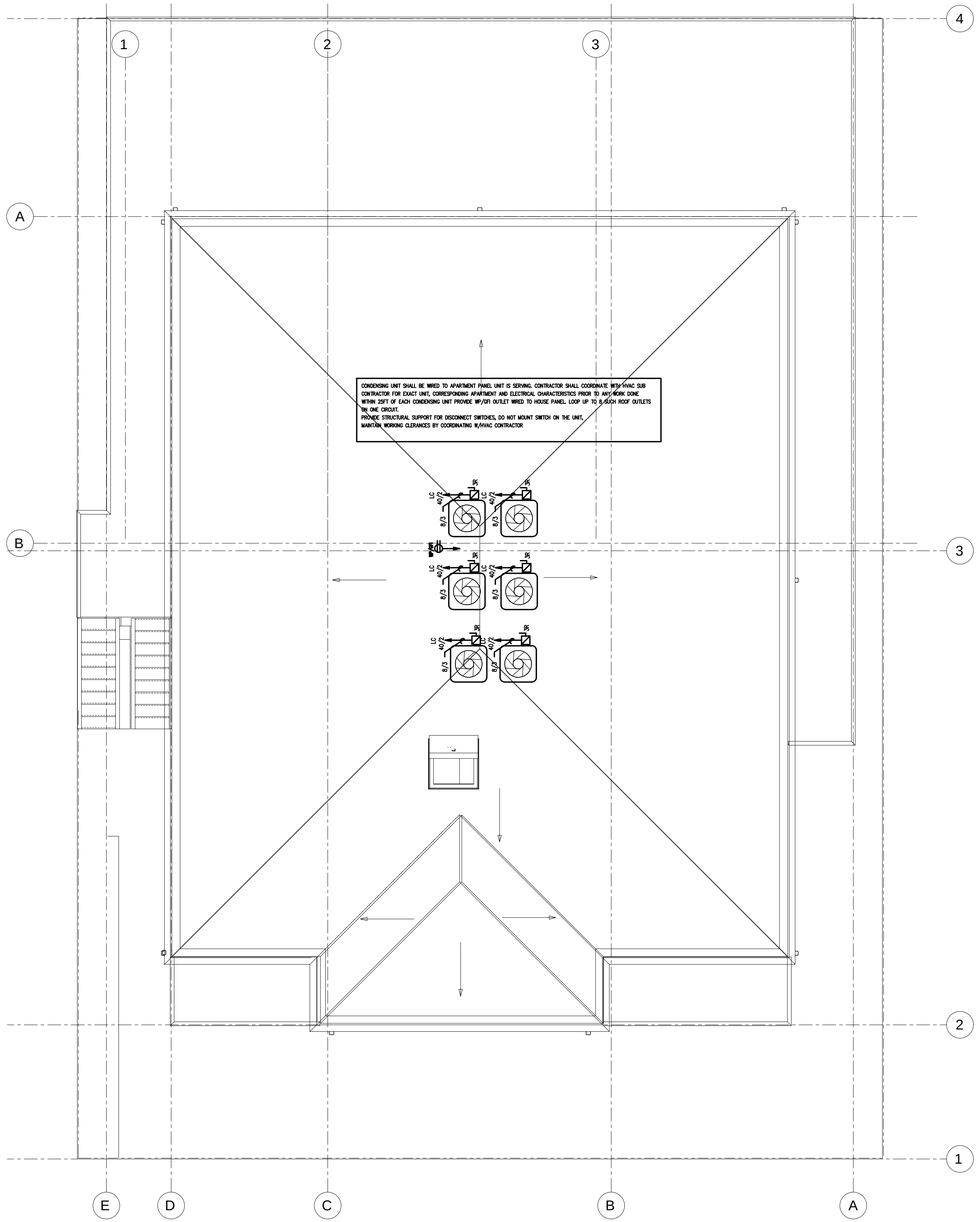
Second, Entrance and First Floor Power Plans

E-101

NEW 6 UNIT MULTIFAMILY

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6 3rd Floor Plan
3/16" = 1'-0"

PROJECT NAME

NEW 6 UNIT MULTIFAMILY

PROJECT ADDRESS

8 Ashton Street, Boston, MA 02124

CLIENT

Shanti Acquisitions, LLC

ARCHITECT

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REGISTRATION

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OUZAFFER MUSTAFA ZADE
ELECTRICAL
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REGISTERED PROFESSIONAL ENGINEER

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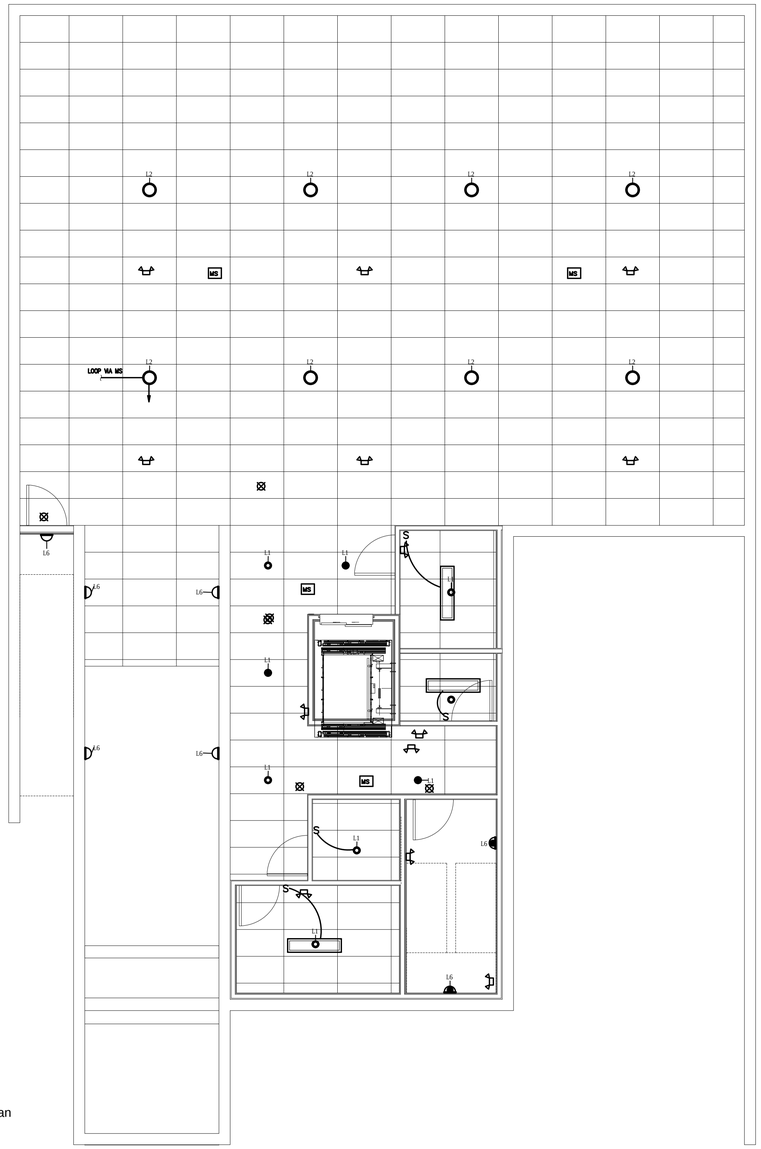
Roof Power Plans

E-101

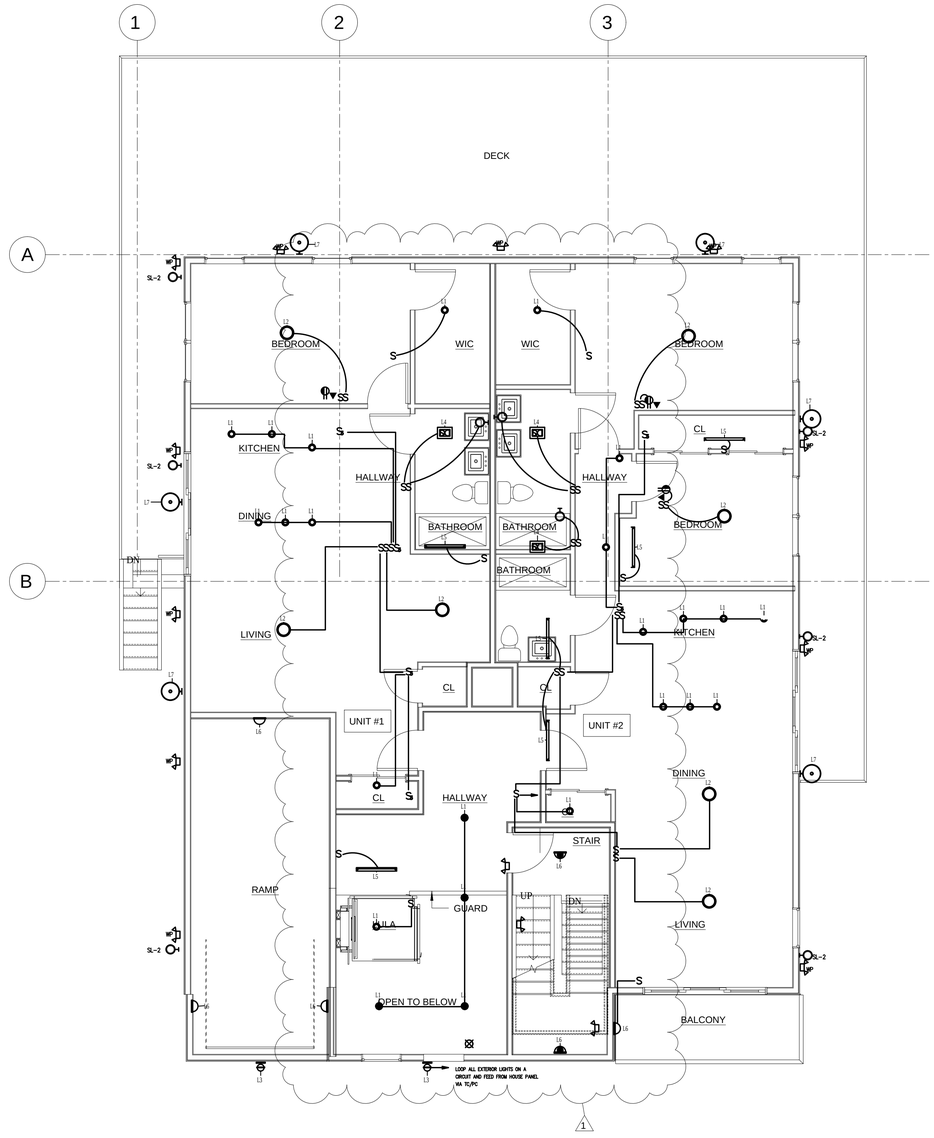
NEW 6 UNIT MULTIFAMILY

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1 Basement Plan
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2 1st Floor Plan
3/16" = 1'-0"

PROJECT NAME

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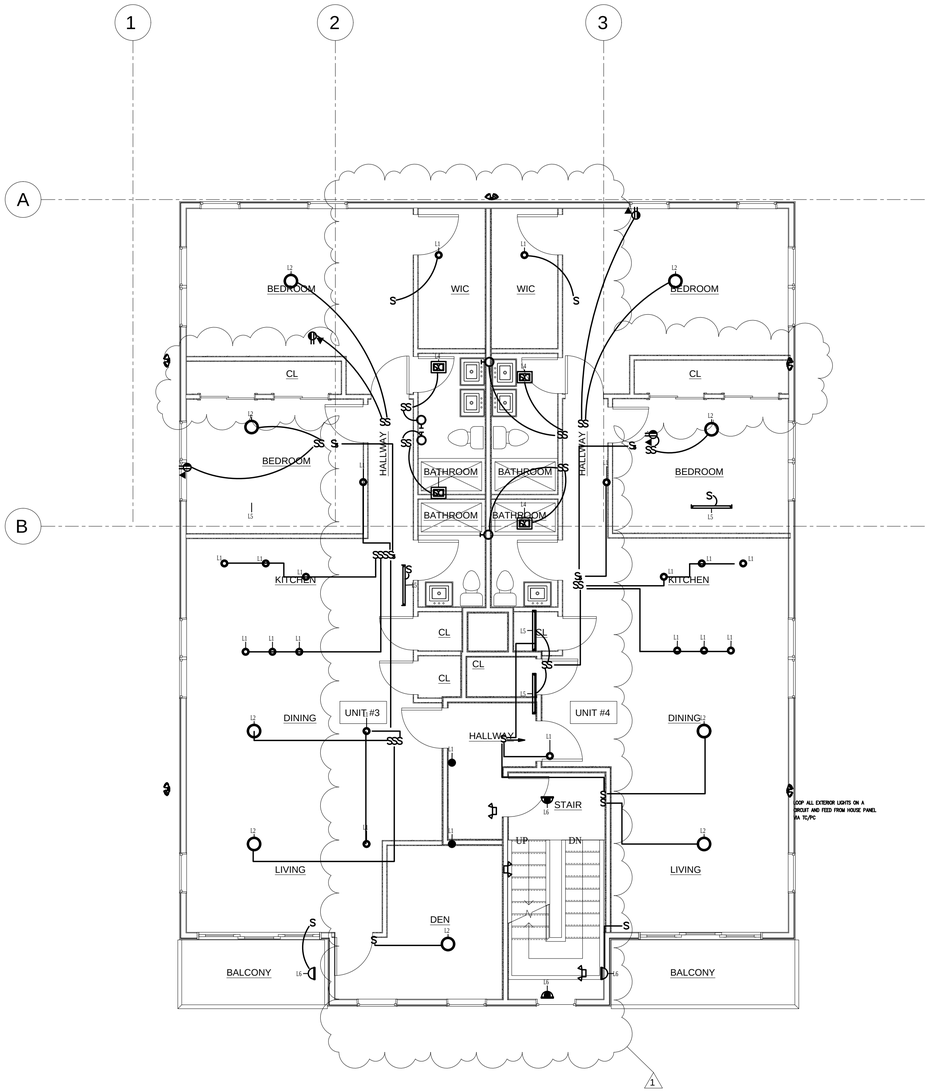
Basement, Entrance and First Floor Lighting Plans

E-100

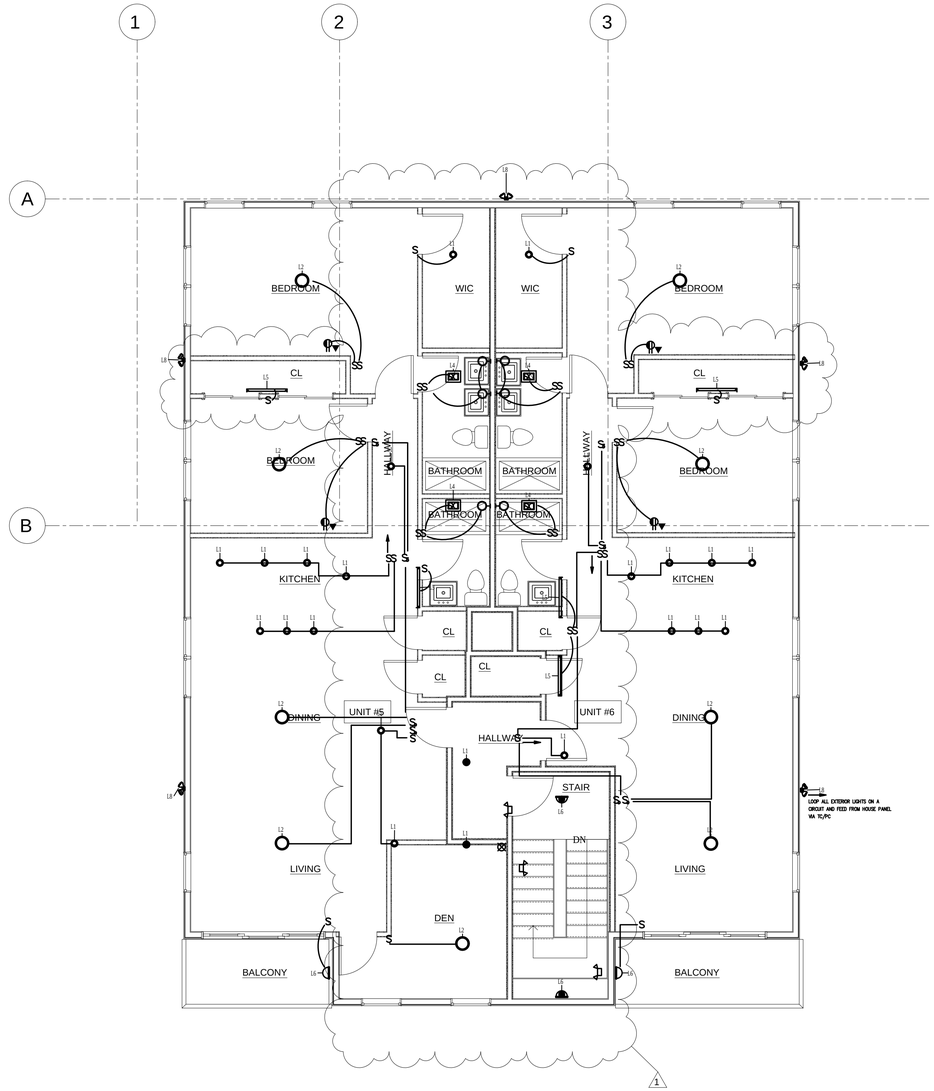
NEW 6 UNIT MULTIFAMILY

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3 2nd Floor Plan
3/16" = 1'-0"



4 3rd Floor Plan
3/16" = 1'-0"

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REGISTRATION

MUZAFFER HALTEMYZADE ELECTRICAL No. 32579 REGISTERED PROFESSIONAL ENGINEER COMMONWEALTH OF MASSACHUSETTS

Project number	SC21-012
Date	01/06/2022
Drawn by	MM
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REVISIONS

No.	Description	Date
1	Amendment #1	01/06/2022

Second, Entrance and First Floor Lighting Plans

E-201

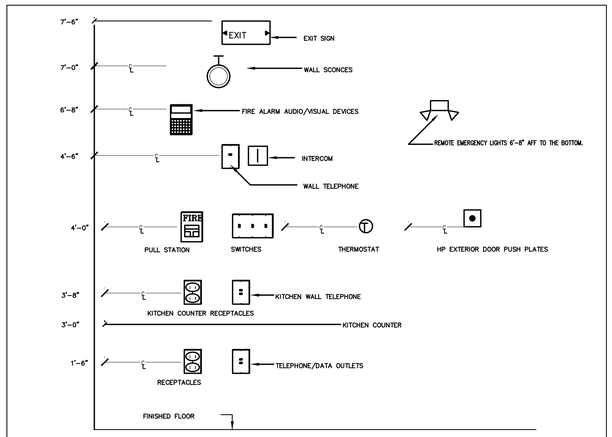
NEW 6 UNIT MULTIFAMILY

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SYMBOL LIST

- CEILING MOUNTED LIGHT FIXTURE.
- WALL MOUNTED LIGHT FIXTURE.
- 2'X2' OR 2'X4' FLUORESCENT LIGHT FIXTURE.
- 1'x4' FLUORESCENT WALL/CEILING MOUNTED LIGHT FIXTURE.
- TRACK LIGHT
- S — SINGLE POLE LIGHT SWITCH
- S_3 — THREE-WAY LIGHT SWITCHES
- S_4 — FOUR-WAY LIGHT SWITCHES
- S_D — DIMMER SWITCH MINIMUM 1000W OR AS REQUIRED PER CIRCUIT
- S_{3D} — THREE-WAY DIMMER SWITCHES
- S_{4D} — FOUR-WAY DIMMER SWITCHES
- S_T — TIMER SWITCH
- DUPLEX RECEPTACLE, 120V,18" AFF.
- GFI — DUPLEX RECEPTACLE WITH GROUND FAULT INTERRUPTER 8" ABOVE COUNTER TO C
- DUPLEX RECEPTACLE, 120V,18" AFF., ONE OUTLET SWITCHED
- 120V DOUBLE DUPLEX CONVENIENCE RECEPTACLE
- DUPLEX RECEPTACLE ABOVE COUNTER, 8" ABOVE COUNTER TO C.
- 208V/1P/30A RECEPTACLE
- USB — DUPLEX RECEPTACLE WITH USB PORT
- 208V/1P/50A RANGE OUTLET
- W — TELEPHONE JACK COMPLETE W/JACK AND COVER, ("W" WALL MOUNTED @ 4'-0" A.F.F)
- TV — TEL/DATA COMBINATION OUTLET, COMPLETE W/JACK AND COVER, HEIGHT @18" TO C AFF.
- MOTOR
- 3R — FUSED DISCONNECT SWITCH, (3R RAIN-PROOF).
- HOMERUN TO PANEL WITH CONDUCTOR.(HOT, NEUTRAL, GROUND)
- J — JUNCTION BOX
- LIGHTING & POWER PANEL
- LC — APARTMENT LOAD CENTER, RECESSED
- LV — LOW VOLTAGE BOX
- RACEWAY CONCEALED IN CEILING, PLENUM OR WALLS
- RACEWAY CONCEALED IN SLAB (FLOOR)
- TC — TIME SWITCH
- T — DRY TYPE TRANSFORMER
- UNIVERSAL MOUNTING EXIT SIGN (DOUBLE FACED), ARROWS AS INDICATED.
- EMERGENCY BATTERY UNIT WITH MOUNTING BRACKET AND VOLTMETER.
- S_O — OCCUPANCY SENSOR SWITCH
- MS — OCCUPANCY SENSOR
- AOR C — AREA OF REFUGE CENTRAL BASE UNIT
- AOR — AREA OF REFUGE FLOOR ELEVATOR LOBBY UNIT.



TYPICAL DEVICE MOUNTING HEIGHTS DETAIL

NOTES

1. DEVICES SHALL BE INSTALLED ON A COMMON VERTICAL CENTERLINE WHEREVER POSSIBLE.
2. IN ADA ACCESSIBLE UNITS ANY CONTROL SWITCHES MOUNTING HEIGHT NO HIGHER THAN 48" AFF.
   HOOD CONTROL SWITCHES (LIGHT/FAN) SHALL BE MOUNTED ON WALL AT COUNTER.
   KITCHEN COUNTER OUTLETS 2" LOWER THAN REGULAR UNITS
3. ALL DEVICES SHALL BE INSTALLED AT MOUNTING HEIGHTS AS INDICATED ON THIS DETAIL, UNO IN THESE CONTRACT DOCUMENTS, BY ARCHITECT OR BY OWNER.
4. FIRE ALARM PULL STATION MOUNTING HEIGHT SHALL BE COMPLY WITH NFPA 72. (NOT LESS THAN 42 INCHES AND NOT MORE THAN 48 INCHES ABOVE FINISHED FLOOR.)
5. FIRE ALARM HORN/STROBE OR STROBE ONLY THE ENTIRE STROBE LENS TO BE LOCATED NOT LESS THAN 80 INCHES ABOVE FINISHED FLOOR AND NOT MORE THAN 96 INCHES ABOVE FINISHED FLOOR AND COMPLY WITH NFPA 72.

GENERAL POWER DISTRIBUTION NOTES

-BEFORE ORDERING ANY EQUIPMENT AND/OR START ANY CONSTRUCTION OR EXCAVATION ELECTRICAL CONTRACTOR AND/OR GENERAL CONTRACTOR SHALL CONTACT ELECTRIC/TELEPHONE/CATV COMPANIES FOR SERVICE POINT AND ROUTING, SERVICE AVAILABILITY.
THIS ENGINEER HAS MADE APPLICATION TO UTILITY COMPANY BUT YET NO CONFIRMATION HAS BEEN MADE BY THE UTILITY COMPANY. CONTRACTOR SHALL NOT PROCEED WITHOUT SUCH CONFIRMATION.

-FEEDERS ARE SIZED BASED ON 1% VD.
CONTRACTOR SHALL FOLLOW THE FOLLOWING CRITERIA.

50A, UP TO 100FT #6, INCREASE BY ONE SIZE FOR EVERY 30FT.
100A, UP TO 100FT #2, INCREASE BY ONE SIZE FOR EVERY 30FT.
200A, UP TO 150FT #3/0, INCREASE BY ONE SIZE FOR EVERY 50 FT.
400A, UP TO 200FT #500, INCREASE BY ONE SIZE FOR EVERY 50FT.

GENERAL POWER DISTRIBUTION NOTES

-FOR SWITCHGEAR SHORT CIRCUIT RATINGS, SEE NOTES UNDER PANEL SCHEDULES.

-PRIOR TO ORDERING ANY SWITCHGEAR ELECTRICAL CONTRACTOR SHALL CONFIRM CIRCUIT BREAKER SIZES WITH HVAC AND OTHER MECHANICAL EQUIPMENT SHOP DRAWINGS. DUE TO SUBMITTAL TIMING FROM VARIOUS CONTRACTORS, ENGINEERS APPROVAL IS GIVEN FOR QUALITY ONLY.

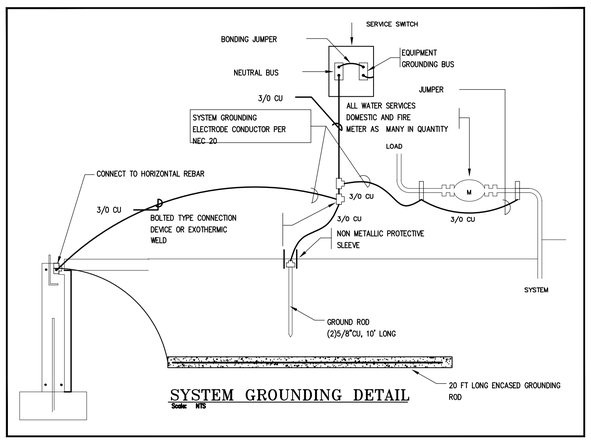
-CONTRACTOR SHALL COORDINATE WITH OTHER TRADES SO THAT NO OTHER TRADE SHALL PASS THROUGH ELECTRIC ROOM OR ABOVE DEDICATES SPACES. INFORM ARCHITECT/ENGINEER ABOUT ANY INFRINGEMENTS PRIOR SUCH INSTALLATIONS OCCUR.

-ELECTRIC ROOM DIMENSIONS ARE BASED ON CERTAIN MANUFACTURER EQUIPMENT DIMENSIONS. CONTRACTOR SHALL CONFIRM ROOM DIMENSIONS PRIOR TO ORDERING EQUIPMENT

CONNECT ALL EXIT SIGNS AND EMERGENCY BATTERIES TO LOCAL LIGHTING CIRCUIT AHEAD OF ANY CONTROLS TYPICAL FOR ALL AREAS

WP — INDICATES EXTERIOR MOUNTED EMERGENCY LIGHT.CONNECT ALL REMOTE EMERGENCY LIGHTS ON CIRCUITS SO THAT (WATTS/FT) IS LESS THAN 3200 UNITS AND WIRE WITH #10 CU TO REMOTE BATTERY PROVIDE 12V SEALED CALCIUM BATTERY UNIT AS REQUIRED OR AS SPECIFIED. BATTERY SHALL BE LOCATED IN A WARM ROOM AND FED FROM LIGHTING CIRCUIT SERVING THE AREA WHERE REMOTE HEADS ARE LOCATED
BATTERY SHALL BE EMERGI-LITE 12LSM 220V
OUTDOOR LIGHTS SHALL BE EMERGI-LITE EF11D

MS — INDICATES CEILING MOUNTED OCCUPANCY SENSOR.
IN EACH SPACE EXCEPT CLOSETS, BATHROOMS, CORRIDORS AND UTILITY ROOMS, PROVIDE CEILING MOUNTED OCCUPANCY SENSOR SHOWN OR OTHERWISE TO COMPLY WITH MASS ENERGY CODE. UNITS SHALL BE SIZED PER CIRCUIT REQUIREMENTS. EQUIPMENT SHALL BE AS MANUFACTURED BY NOWTAS 01-087 OR 01-077 OR EQUAL, AIR FLOW COMPENSATED TYPE.



SYSTEM GROUNDING DETAIL

Scale: NTS

CONDENSING UNIT SHALL BE WIRED TO APARTMENT PANEL UNIT IS SERVING. CONTRACTOR SHALL COORDINATE WITH HVAC SUB CONTRACTOR FOR EXACT UNIT, CORRESPONDING APARTMENT AND ELECTRICAL CHARACTERISTICS PRIOR TO ANY WORK DONE
WITHIN 25FT OF EACH CONDENSING UNIT PROVIDE WP/GFI OUTLET WIRED TO HOUSE PANEL. LOOP UP TO 8 SUCH ROOF OUTLETS ON ONE CIRCUIT

LOCATION OF ALL MECHANICAL EQUIPMENTS AND ELECTRICAL CHARACTERISTICS SHALL BE COORDINATED WITH MECHANICAL CONTRACTOR PRIOR TO ANY WORK DONE. ALL EQUIPMENT RELATING TO MECHANICAL COMPONENTS SHALL BE ORDERED ONLY AFTER THE APPROVAL OF MECHANICAL EQUIPMENT SHOP DRAWINGS

PER NEW DEFINITION OF READILY ACCESSIBLE, ALL APPLIANCE CONNECTION POINT WILL BE LOCATED IN THE NEXT BAY OF THE KITCHEN COUNTER OR SIMILAR SO THAT PLUGGING/UNPLUGGING OF THE APPLIANCES WILL NOT REQUIRE REMOVAL OR PULLING OUT OR TAKING PANELS OF THE FRONT FACE OF THE APPLIANCE.
PROVIDE GFI BREAKER FOR DISHWASHER

IN RESIDENTIAL BUILDINGS ALL EXTERIOR WALL MOUNTED OUTLETS SHALL HAVE DRAFT BARRIERS
-ALL OUTLETS MOUNTED ON FIRE RATED WALLS (UNIT SEPERATION WALLS SHALL HAVE) FIRE BLANKETS ON THEM

AIR TIGHT ELECTRICAL BOXES SHALL BE " ALLIED MOULDED PRODUCTS, INC" VAPOR SEAL SINGLE GANG 22.5 CU.IN., PART#1099-NV2 TWO GANG 37.0 CU.IN., PART#2302-HNKV2 4" ROUND 22.5 CU.IN., PART#350-BHKV2 KV2 HN 4" ROUND 22.5 CU.IN., PART#350-

ALL WIRES IN DWELLING ENCLOSURE WALLS SHALL BE FOAM SEALED TO THE BOXES AND THE BOXES SHALL BE FOAM SEALED TO THE DRYWALL.

ALL 120V RECEPTACLES INSTALLED WITHIN A RESIDENTIAL UNIT SHALL BE SHALL BE SAFETY TYPE AS MANUFACTURED BY LEVITON "5262-SG" OR APPROVED EQUAL.

UNLESS NOTED OTHERWISE ALL WIRING SHALL BE #12AWG, Cu, AND FED FROM PANEL LP VIA 20A/1P C.B. CIRCUITS LONGER THAN 100FT SHALL BE #10 CU

NO EXPOSED WIRING IS ALLOWED,
ALL CONCEALED WIRING SHALL BE IN "MC".
ALL WIRING IN BLOCK WALLS SHALL BE CONCEALED, RUN IN CONDUIT.

TV — INDICATES CATV JACK COMPLETE.
EC SHALL HOME RUN EACH CATV OUTLETS WITH RG 6 COAX CABLE AND CONNECT TO CATV SPLITTER WITHIN EACH UNIT CLOSET AND CONNECT UNIT WITH DOUBLE COAX TO CATV ENTRANCE BOX LOCATED IN ELECTRIC ROOM.

PRIOR TO CONSTRUCTION, CONTRACTOR SHALL LOCATE BOXES FOR EACH TYPICAL UNIT FOR OWNER/ARCHITECT REVIEW

IN RESIDENTIAL BUILDINGS, UNLESS NOTED OTHERWISE -ALL LIGHT FIXTURES WITHIN BEDROOMS SHALL BE WIRED TO BEDROOM CIRCUIT
-ALL OPEN AREA LIGHTS SHALL BE WIRED TO A SINGLE LIGHTING CIRCUIT (DINING ROOM, KITCHEN, HALL WAY)
-BATHROOM LIGHTS SHALL BE WIRED TO OPEN AREA CIRCUITS.

OUTLETS AT FOLLOWING LOCATIONS SHALL BE GFI TYPE REGARDLESS HOW THEY ARE SHOWN.
-RESIDENTIAL BATHROOMS, 210.8(A)(1)
-RESIDENTIAL KITCHENS, 210.8(A)
-LAUNDRY, 210.8(A)(10)
-DISHWASHERS, 210.8(D) (THROUGH GFI BREAKER)
-DRINKING FOUNTAIN, 422.52
-VENDING MACHINES, 422.51
-ROOF TOPS, 210.8(B)(2)(WP ALSO)
-BALCONY/EXTERIOR OUTLETS (WP ALSO)
-ELEVATOR MACHINE ROOMS AND PITS (WP ALSO)
-GARAGES
-UNFINISHED BASEMENT OUTLETS

REGARDLESS SHOWN ON PLANS OR NOT PROVIDE CARBON MONOXIDE DETECTORS AT
-OUTSIDE EACH BEDROOM WIRED TO SMOKE DETECTOR CIRCUIT AND
-IN THE ROOM HOUSING THE GAS APPLIANCE.
DETECTORS SHALL BE UL LISTED.
DETECTORS SHALL BE HARD WIRED WITH BATTERY BACK-UP
CO DETECTORS SHALL BE AS MANUFACTURED BY BRK CO-5120FN

IN RESIDENTIAL BUILDINGS, FOR ALL GAS FIRED VENTILATION/AIR CIRCULATION EQUIPMENT, PROVIDE DUCT MOUNTED CO DETECTOR COMPLETE WITH HOUSING AND SAMPLING TUBE AS MANUFACTURED BY MADURCO CM 15A OR EQUAL AND CONNECT TO FIRE ALARM PANEL VIA MONITOR MODULE

ALL CO DETECTORS MUST "LATCH" AT THE PANEL: THAT IS TO SAY, THE RESPONDER TO A CO DETECTOR SUPERVISORY ALARM MUST BE LEAD TO MITIGATE THE CO ISSUE AT THE DETECTOR AND THEN CLEAR/RESET THE FIRE ALARM PANEL. THIS WILL MEAN THE CO SUPERVISORY ALARM CANNOT BE MITIGATED AT THE POINT LOCATION, BUT REQUIRES A COMPETENT RESPONDER TO ADDRESS THE PANEL IN THE FIRE COMMAND CENTER.

ALARM MONITORING SERVICE RECEIVES A SUPERVISORY CARBON MONOXIDE SIGNAL: THAT IS TO SAY, LITERALLY THE WORDS "CARBON MONOXIDE" MUST BE PRESENT AT ALARM COMPANY, THE LETTERS "CO" ARE NOT ACCEPTABLE.

CARBON MONOXIDE DETECTORS
IN ALL RESIDENTIAL UNITS
PROVIDE CARBON MONOXIDE DETECTORS AT
-OUTSIDE EACH BEDROOM WIRED TO SMOKE DETECTOR CIRCUIT AND
-ON EVERY HABITABLE LEVEL AT LEAST ONE AND
-FOR ALL GAS FIRED UNITS WITH UNIT SHUT DOWN INTERLOCK AND NEAR ALL GAS FIRED FIRE PLACES

WIRING IN ALL EXPOSED AREAS SHALL BE IN METALLIC RACEWAYS AS WIREMOLD OR EQUAL. RACEWAYS SHALL BE PAINTED AS DIRECTED BY THE ARCHITECT. SURFACE RACEWAYS SHALL CLOSELY FOLLOW THE SURFACE AND WRAP AROUND THE BEAMS AS REQUIRED. PRIOR TO ANY INSTALLATION, SUBMIT LAYOUT SKETCH INDICATING PROPOSED ROUTING FOR APPROVAL. ARCHITECT HAS THE RIGHT TO MODIFY OR CHANGE LAYOUT AS NEEDED. ANY CHANGES PRIOR TO ANY INSTALLATION SHALL BE AT NO CHANGE TO CONTRACT PRICE.

▼ : INDICATES TEL/DATA COMBINATION OUTLET WITH CAT 6 TEL/DATA JACK. E.C. SHALL WIRE EACH OUTLET HOME RUN 4 PAIR CAT 6 CLP FOR TELEPHONE AND 4 PAIR CAT 6 CLP FOR DATA TO TELEPHONE AND DATA TERMINATION BOARDS RESPECTIVELY. TERMINATE AT TWO SEPARATE PUNCH DOWN BLOCKS. ALL WIRING AND TERMINATION'S SHALL BE PER CAT 6 SPECIFICATIONS. ALL WIRES SHALL BE PROPERLY LABELED AND RINGED OUT. KEEP WIRES MINIMUM 18" FROM POWER FEEDS AND FIXTURE BALLASTS

PROJECT NAME

NEW 6 UNIT MULTIFAMILY

PROJECT ADDRESS

8 Ashton Street, Boston, MA 02124

CLIENT

Shanti Acquisitions, LLC

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REGISTRATION

COMMONWEALTH OF MASSACHUSETTS — MUZAFFER MACTEHJANI — No. 32579 — REGISTERED PROFESSIONAL ENGINEER — ELECTRICAL

Project number	SC21-012
Date	01/06/2022
Drawn by	MM
Checked by	MM
Scale	

REVISIONS

No.	Description	Date
1	Amendment #1	01/06/2022

Electrical Notes & Details

E-300

NEW 6 UNIT MULTIFAMILY

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TELEPHONE SYSTEM

A. FURNISH AND INSTALL A COMPLETE SYSTEM OF CONDUITS AND BACKBOARDS FOR TELEPHONE INSTRUMENTS AS SHOWN ON THE PLANS.

B. TELEPHONE TERMINAL LOCATIONS AS SHOWN ON THE PLANS SHALL BE 30" X 48" X 3/4" PLYWOOD. GROUND CONNECTIONS SHALL BE MADE BY THE TELEPHONE COMPANY. ELECTRICAL CONTRACTOR SHALL PROVIDE PRIMARY ARRRESTER WITH FUSE AND #6CU GROUNDING WIRE AND GROUND BOLT CONNECTED TO SERVICE GROUND

C. A NYLON FISH WIRE SHALL BE LEFT IN ALL CONDUITS TO FACILITATE PULLING-IN TELEPHONE WIRES. FURNISH AND INSTALL ONE NYLON PULL WIRE FOR PULLING IN TELEPHONE SERVICE IN ALL CONDUITS. SEE SITE PLAN FOR SERVICE ENTRANCE.

D. LOCAL TELEPHONE COMPANY SHALL BE RESPONSIBLE FOR TELEPHONE WIRING FROM THEIR OUTDOOR TERMINATION CABINET TO A NETWORK INTERFACE LOCATED IN THE TELEPHONE ROOM.

F. EACH TELEPHONE OUTLET SHALL BE WIRED TO DATA INTERFEACE TERMINATION BOARD WITH PLENUM RATED CAT 6 , #20/8 TWISTED DATA WIRE TERMINATED IN TESTED AND CERTIFIED CAT 6 TERMINATION STYLE AT BOTH ENDS AND CLEARLY RINGED AND TAGGED.

CONSTRUCTION AND TEST REQUIREMENTS (NEC REQUIREMENTS)

800.50 PREVENTS LAYING TELEPHONE WIRES ON CEILING TILES.

800.50 REQUIRES PRIMARY PROTECTOR FOR MOST UNDERGROUND AND ALL OVERHEAD SERVICES

800.30 (2) REQUIRES FUSED TYPE PRIMARY PROTECTOR AT SERVICE ENTRANCE

800.50 REQUIRES ALL METAL SHIELDS TO BE GROUNDED

800.50 REQUIRES INSULATED GROUNDING CONDUCTOR TO BE MINIMUM #14, NO LONGER THAN 20FT AND CONNECTED TO BUILDING GROUND SYSTEM. WITH MINIMUM #6 BONDING CABLE.

800.50 REQUIRES TYPE CMP FOR PLENUM, CMR FOR RISER APPLICATIONS,

800.51 REQUIRES MINIMUM 2" BETWEEN POWER LINES AND COMMUNICATION LINES, RECOMMENDED PRACTICE 6" FROM BALLASTS AND 6FT FROM LIGHTNING WIRES.
ALSO KEEP DISTANCE FROM HEAT SOURCES.
KEEP MINIMUM 6" FROM 20A/2KW CIRCUITS
KEEP MINIMUM 12" FROM 30A/5KW CIRCUITS
KEEP MINIMUM 24" FROM ANY FEEDER.
FOR SHIELDED CABLES THESE VALUES MAY BE TAKEN IN 1/3.

CAT 6 INSTALLATION RECOMMENDATIONS INCLUDE

CAT 6 INSTALLATION REQUIRES MINIMUM ½" UNTWIST
MINIMUM 1" BENDING RADIUS FOR FOUR PAIR OR 4X. FOR 25 PAIR 10XDIA.
PROVIDE MINIMUM TWO LINES AT EACH LOCATION ONE FOR TELEPHONE OTHER FOR DATA
WATCH FOR THAT A KINKED CABLE REDUCES 2.5DB; A SINGLE 1" RADIUS BEND REDUCES 2 DB.

-WIRE MAP TEST (TO IDENTIFY INSTALLATION ERRORS)
-LENGTH TEST (TO VERIFY MAXIMUM OPERATIONAL LENGTH IS 300FT)
-ATTENUATION TEST (TO MEASURE MAXIMUM SIGNAL LOSS AT 100MHZ LESS THAN 22)
-NEXT (TO MEASURE SIGNAL COUPLING BETWEEN THE PAIRS AT 100MHZ LESS THAN 32)
-PROPAGATION TEST (TO MEASURE TIME IT TAKES SIGNAL FROM ONE POINT TO OTHER)

CATV INTERNAL UNIT WIRING SPECIFICATIONS

COAXIAL CABLE

ALL COAXIAL CABLE WITHIN THE UNIT, INCLUDING THE DROP CABLES BACK TO THE COMMON DISTRIBUTION ROOM SHOULD MEET OR EXCEED THE FOLLOWING REQUIREMENTS:

RG-6 QUAD SHIELD FOR DROP LENGTHS OF UP TO 150 FEET.

RG-11QUAD SHIELD FOR DROP LENGTHS BETWEEN 151 FEET AND 250 FEET.
(DROP LENGTHS SHOULD NOT EXCEED 250 FEET.)

INTERNAL UNIT WIRING

EACH APARTMENT SHALL HAVE IT'S OWN SEPARATE HOME-RUN WIRE. PROVIDE A DUAL CABLE TO BE USED FOR ALL DROP WIRING.

EACH APARTMENT THAT HAS MORE THAN ONE OUTLET MUST HAVE AN INTERFACE ENCLOSURE. THE INTERFACE ENCLOSURE SHALL BE PLACED IN A CENTRAL LOCATION IN THE UNIT, TYPICALLY THE CLOSET. THE ENCLOSURE SHOULD BE LOCATED AS CLOSE AS POSSIBLE TO THE PHONE INTERFACE WITHIN THE UNIT.

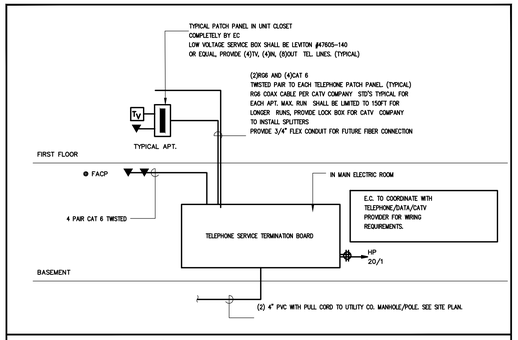
NO OUTLET SHOULD BE LOOP-WIRED (NO DAISY CHAIN WIRING.) EVERY OUTLET IN THE UNIT SHOULD BE WIRED BACK TO AN INTERFACE ENCLOSURE WITHIN THE UNIT.

ALL OUTLET LOCATIONS SHOULD HAVE A MINIMUM OF 12 " OF EXTRA CABLE BEHIND THE WALLPLATE.

MUD RINGS SHOULD BE USED AS OPPOSED TO CLOSED BOXES.

THE COAXIAL HOME RUN AND TWISTED PAIR HOME RUN SHALL BE WIRED TO THE SAME DISTRIBUTION CLOSET ON EACH FLOOR.

DO NOT KINK, FORM TIGHT NINETY-DEGREE ANGLES, PIERCE THE OUTER JACKET, DAMAGE OR MISHANDLE THE COAXIAL CABLE IN ANY WAY. USE APPROVED COAXIAL FASTENERS ONLY. METAL STUDS REQUIRE THAT PLASTIC BUSHINGS BE INSTALLED PRIOR TO PULLING THE CABLE.



CATV/TELEPHONE RISER DIAGRAM (NTS)

ACCESSIBLE UNIT WIRING NOTES

SEE ARCHITECTURAL PLANS FOR NUMBER OF HC UNITS AND LOCATIONS.
CARRY MINIMUM OF 5% OF UNITS AS ACCESIBLE
IN EACH UNIT PROVIDE
-LOCAL TYPE SMOKE DETECTOR WITH BUILT IN STROBE EACH BEDROOM, OUTSIDE BEDROOM
-SYSTEM TYPE STROBE IN EACH BEDROOM AND LIVING ROOM
-LOCAL TYPE CO DETECTORS OUTSIDE BEDROOMS AND EVERY HABITABLE FLOOR LEVEL, STROBES ARE TO BE LOCATED IN BEDROOMS AND HABITABLE SPACES
-MOUNTING HEIGHTS OF ANY CONTROL SWITCH SHALL BE NO HIGHER THAN 48" AFF.
-HOOD CONTROL SWITCHES (LIGHT/FAN) SHALL BE MOUNTED ON WALL AT COUNTER
-PROVIDE WALL OVEN AND COOK TOP WIRING ON SAME CIRCUIT, 50A/2P
-ALL OUTLETS AND CONTROL SWITCHES SHALL BE MINIMUM 18" AWAY FROM AN INTERIOR CORNER REGARDLESS HOW IT IS SHOWN

-PROVIDE STROBE LIGHT FOR INTERCOM SYSTEM IN LIVING ROOM AND IN EACH BEDROOM

-ALL ELECTRICAL OUTLETS HEIGHTS TO BE A MINIMUM OF 15" TO THE CENTERLINE OF THE LOWEST RECEPTACLE AND MAXIMUM OF 48" TO THE CENTERLINE OF THE HEIGHEST RECEPTACLE.

-ALL ELECTRICAL OUTLETS ARE LOCATED OVER COUNTERTOPS, SHALL BE NO HIGHER THAN 44" TO THE CENTERLINE OF THE HIGHEST RECEPTACLE.

-ALL CIRCUIT BREAKER PANELS MUST BE CENTERED ON A 30" BY 48" CLEAR FLOOR SPACE AND IF A PARALLEL APPROACH IS USED, THE HIGHEST CONTROL CAN BE NO HIGHER THAN 54" A.F.F.
IF A FRONT APPROACH IS USED, THE HIGHEST CONTROL CAN BE NO HIGHER THAN 48" A.F.F.

-PROVIDE STROBE FOR INTERCOM FOR THE HEARING IMPAIRED.

ARCHITECTURAL CURVED ELECTRIC HEATER SCHEDULE

TYPE	KW	VOLT/PH	WIRE	CB	DIMENSIONS	MODEL NUMBER-COLOR BY ARCH
RWH-1	1	120/1	2#12	20/1		Q'MARK#CRA 1512-72
RWH-2	2	120/1	2#12	20/1	19"HX15"WX4"D	Q'MARK# MCSSARWH1502/AITWHSI
RWH-4	4	208/1	2#10	30/2	19"HX15"WX4"D	Q'MARK# MCSSARWH4808/AITWHSI
SWH-4	4	208/1	2#12	30/2	19"HX15"WX4"D	Q'MARK# MCSSARWH4808/AITWHSM
EBB-2	0.4	120/1	2#12	20/1		Q'MARK#QMK-2512W-W/TSTAT
EBB-3	0.75	120/1	2#12	20/1		Q'MARK#QMK-2513W-W/TSTAT
EBB-4	1	120/1	2#12	20/1		Q'MARK#QMK-2514W-W/TSTAT
EBB-6	1.5	120/1	2#12	20/1		Q'MARK#QMK-2516W-W/TSTAT
COI-4	4	208/1	2#10	30/2		Q'MARK#QCF548-W/TSTAT
EUH-5	5	208/1	2#10	30/2	22"HX20"WX8"D	Q'MARK#MUH-35-W/TSTAT
EUH-10	5	208/3	2#10	30/3	22"HX20"WX8"D	Q'MARK#MUH-106-W/TSTAT

FIXTURE SCHEDULE — COMMON AREA

TYPE	MANUFACTURER	CATALOG NUMBER	VOLT	LAMP	DESCRIPTION
	SEE ARCHITECTURAL DRAWINGS				
⊗	TBD	CARRY $150	120/12	LED AS REQUIRED	SELF POWERED EXIT SIGN SINGLE FACE
	TBD	CARRY $150	120/6	(2)5.4W	SELF CONTAINED EMERGENCY LIGHTS AT INTERIOR
WP	TBD	CARRY $150	120/6	(2)5W	WP EMERGENCY LIGHTS AT EXTERIOR

EM" INDICATES FIXTURE WITH BUILT IN BATTERY
MS" INDICATES FIXTURE WITH BUILT IN OCCUPANCY SENSOR, HALF LIGHT/FULL LIGHT
EM/MS INDICATES BOTH FEATURES AS ABOVE

FIXTURE SCHEDULE —APARTMENTS

	SEE ARCHITECTURAL DRAWINGS				

LAMPS AND BALLASTS SHALL BE IN COMPLIANCE WITH LOCAL UTILITY COMPANY REBATE PROGRAMS,
SPECIFICATIONS ABOVE FOR THE FIXTURE TYPE ONLY.
FLUORESCENT FIXTURES SHALL HAVE ELECTRONIC BALLASTS THD LESS THAN 32%.
FIXTURES MOUNTED IN INSULATED CEILINGS, EC SHALL PROVIDE HOODS TO KEEP INSULATION AWAY.
FIXTURES MOUNTED IN RATED CEILINGS (SEE ARCHITECTURAL DRAWINGS), EC SHALL PROVIDE HOODS TO MAINTAIN RATINGS.
SHADED FIXTURE INDICATES EMERGENCY LIGHT WITH BUILT IN BODINE BALLAST, 700 LUMEN OUTPUT.
EMERGENCY LIGHTS SHALL HAVE INTEGRAL TEST SWITCHES BUILT INTO FIXTURE (NOT SEPARATE SWITCH).
PROVIDE CONSTANT FEED TO BUILT-IN EMERGENCY BATTERY AS REQUIRED.
ALL LIGHT FIXTURES MODELS, FINISH COLORS SHALL BE VERIFIED BY ARCHITECT.
REGARDLESS HOW MODEL NUMBERS ARE WRITTEN ALL FLUORESCENT & PL FIXTURES SHALL HAVE HPF ENERGY SAVINGS BALLAST/ENERGY STAR LABEL.

EXACT LOCATION AND TYPES OF ALL LIGHTING FIXTURES, MOUNTING HEIGHTS AND MOUNTING DETAILS SHALL BE COORDINATED WITH ARCHITECTURAL REFLECTED CEILING PLANS AND ANY CONFLICTS SHALL BE BROUGHT TO ARCHITECTS ATTENTION PRIOR TO ANY WORK DONE. OBTAIN LATEST COPY OF THE CEILING PLAN FROM ARCHITECT PRIOR TO ANY WORK DONE.

IN AREAS WHERE FIXTURES ARE MOUNTED INTO INSULATED CEILINGS, THIS CONTRACTOR SHALL PROVIDE HOODS, 3" LARGER THAN FIXTURES TO KEEP INSULATION AWAY FROM THE FIXTURES AND TO MAINTAIN INSULATION INTEGRITY OF THE CEILING. SEE ARCHITECTURAL DRAWINGS FOR AREAS WHERE THESE HOODS MAY BE REQUIRED.

PROJECT NAME

NEW 6 UNIT MULTIFAMILY

PROJECT ADDRESS

8 Ashton Street, Boston, MA 02124

CLIENT

Shanti Acquisitions, LLC

ARCHITECT

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REGISTRATION

COMMONWEALTH OF MASSACHUSETTS
MUZAFFER MUCTEHITZADE
ELECTRICAL
No. 32579
REGISTERED PROFESSIONAL ENGINEER

Project number	SC21-012
Date	01/06/2022
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Scale	

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Electrical Notes and Details

E-301

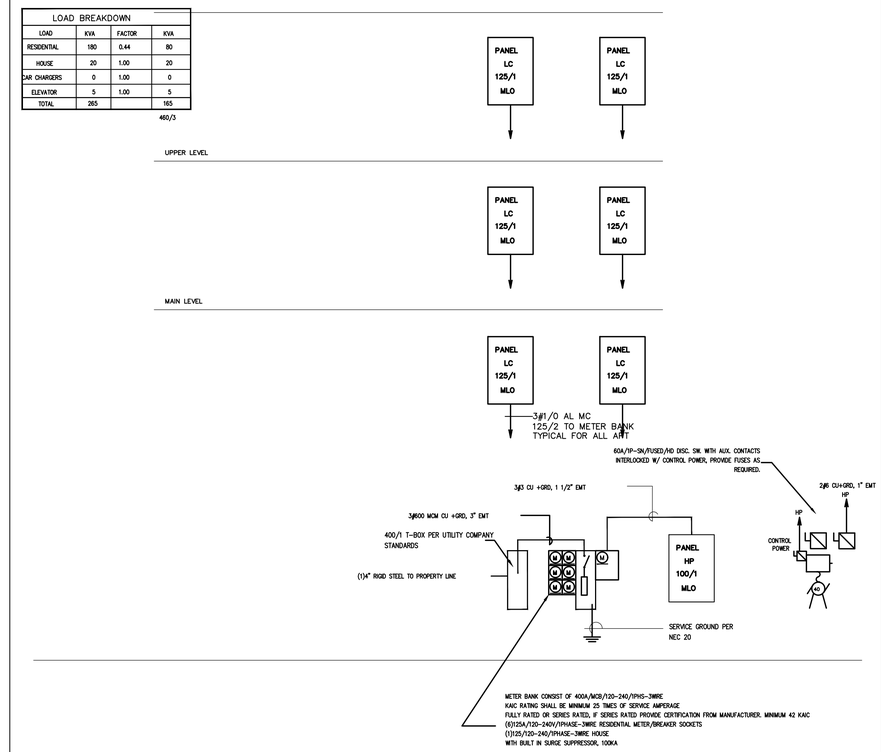
NEW 6 UNIT MULTIFAMILY

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LOAD BREAKDOWN			
LOAD	KVA	FACTOR	KVA
RESIDENTIAL	180	0.44	80
HOUSE	20	1.00	20
CAR CHARGERS	0	1.00	0
ELEVATOR	5	1.00	5
TOTAL	265		165

460/3

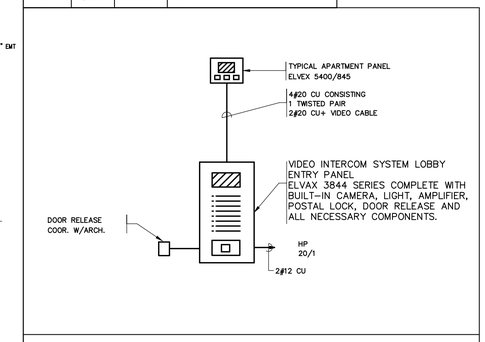


POWER RISER DIAGRAM

NTS

(CU) WIRE SCHEDULE

AMPS CB	CU	CMIL	MAX LENGT*)
20	#12	6,530	70 FT
30	#10	10,380	70 FT
40	#8	16,510	90 FT
50	#6	26,240	110 FT
60	#6	26,240	95 FT
70	#4	41,740	120 FT
80	#3	52,620	125 FT
100	#2	66,360	140 FT
125	#1	83,690	145 FT
150	#1/0	105,600	145 FT
200	#3/0	167,800	165 FT
225	#4/0	211,600	175 FT
300	#300	300,000	200 FT
350	#400	400,000	225 FT
400	#500	500,000	250 FT



VIDEO INTERCOM RISER DIAGRAM

PANEL SCHEDULE							
ITEM	VOLT/PHS/W	MLO	MCB	CIRC	F=Flush S.Surf.	P=Plug in Brkr	BRANCH BREAKERS SPR=SPARE SPC=SPACE
PANEL HP	120-240/1/3	125	–	42	S	B	(1)40/2, (6)30/2, (16)20/1
PANEL LC	120-240/1/3	125	–	30	F	P	(2)30/2 GFCI, (4)20/1 AFI/GFI, (2)20/1, (4)20/1 AFI, (7)15/1 AFI

SWITCHGEAR AND PANELBOARDS SHALL BE MANUFACTURED BY SQUARE D, SIEMENS OR GENERAL ELECTRIC

MAIN SWITCH AND MAIN DISTRIBUTION PANEL AND ALL CONSECUTIVE PANELS UP TO LAST TWO PANELS IN THE DISTRIBUTION GRID SHALL BE FULLY RATED AND LAST TO PANELS MAY BE SERIES RATED FOR AVAILABLE SHORT CIRCUIT RATINGS.
IF SERIES RATINGS ARE APPLIED SUPPLIER SHALL BE RESPONSIBLE FOR PROVIDING PROPER SERIES RATED EQUIPMENT AS REQUIRED.
AVAILABLE SHORT CIRCUIT CURRENT FOR THE MAIN SERVICE IS 42KA.

SEE RISER DIAGRAM FOR CONNECTION DIAGRAM OF THE PANELS. NO LINE IMPEDANCES ARE TO BE CONSIDERED IN SERIES RATING APPLICATIONS.

FOR ALL RESIDENTIAL LOAD CENTERS, 15A AND 20A CIRCUITS SERVING THE UNIT EXCEPT BATHROOMS CIRCUITS SHALL BE ARC FAULT INTERRUPTER TYPE AS REQUIRED PER NEC 210-12(B)

CONSTRUCTION NOTES

-LOCAL SMOKE DETECTORS SHALL BE WIRED FROM ARC-FAULT CIRCUITS, VERIFY WITH ELECTRICAL INSPECTOR.

-BACK TO BACK OUTLETS ON FIRE RATED WALLS SHALL BE INSTALLED TO MAINTAIN FIRE RATINGS, IF NECESSARY, USE FIRE RATED OUTLET BOXES.

-ALL FLOOR PENETRATIONS BY CABLES AND CONDUITS SHALL BE SEALED TO MAINTAIN FIRE RATINGS.

-RECESSED LIGHT FIXTURES INSTALLED ON FIRE RATED CEILINGS SHALL HAVE FIRE RATED HOODS ON TOP TO MAINTAIN FIRE RATING. SEE ARCHITECTURAL DRAWINGS FOR FIRE RATED AREAS.

-ALL WIRING WITHIN UNITS SHALL BE ROMEX. WIRING OUTSIDE UNITS SHALL BE METAL CLAD.

LOAD CALCULATIONS, (ALL GAS UNIT)

-LIGHTING AND POWER: 3W/SF)(1,000SF=3,000W
-KITCHEN =3,000W
-ELECTRIC RANGE : =8,000W (GAS)
-DISHWASHER/DISPOSAL: =2,000W
-WATER HEATER: =0W GAS
-WASHER: =1,500W
-DRYER: =4,500W
-INDOOR A/C: =500W
-OUTDOOR A/C: =4,500W
-MICROWAVE/HOOD: =1,500W

TOTAL: =29,000W

UNIT DEMAND=(29.0KW-10KW-5KW)X.40+10+5.5=20.6KW
PLUS CAR CHARGER 7.5 KW
115/125A
BUILDING DEMAND=29X2X3X1.00=60KW

FACTOR TO BE TAKEN FROM TABLE NEC 220.84

FOR EACH APARTMENT PROVIDE DEDICATED CIRCUITS

-(2) 20A/1P KITCHEN COUNTER OUTLETS GFCI AND AFCI PROTECTION
-(1) 20A/1P FOR REFRIGERATOR GFCI AND AFCI PROTECTION
-(1) 20A/1P FOR DISHWASHER GFCI AND AFCI PROTECTION
-(1) 20A/1P FOR DISPOSAL RECEPTACLE GFCI AND AFCI PROTECTION
-(1) 20A/1P FOR MICROWAVE-HOOD GFCI AND AFCI PROTECTION
-(0) 50A/2P FOR GAS RANGE
-(1) 20A/1P FOR DINING ROOM OUTLETS AFCI PROTECTION
IF THEY ARE COMBINED WITH KITCHEN COUNTER OUTLETS GFCI AND AFCI PROTECTION.
-(1) 20A/1P FOR WASHER, AFCI/GFI
-(1) 30A/2P FOR DRYER GFCI
-(1) 30A/2P FOR EACH A/C CONDENSER UNIT, GFCI
-(1) 15A/1P FOR EACH A/C INDOOR UNIT (VERIFY)
-(1) 20A/1P FOR EACH BATHROOM GFCI PROTECTION
-(1) 15A/1P FOR LIGHTING AFCI PROTECTION
-(1) 15A/1P FOR LIVING ROOM AFCI PROTECTION
-(1) 15A/1P FOR EACH BEDROOM AFCI PROTECTION

-RECEPTACLES INSTALLED WITHIN 6 FEET OF SINK SHALL BE GFCI PROTECTED IN ADDITION TO AFCI PROTECTION.

- FIELD VERIFY MICROWAVE AND REFRIGERATOR REQUIREMENTS.

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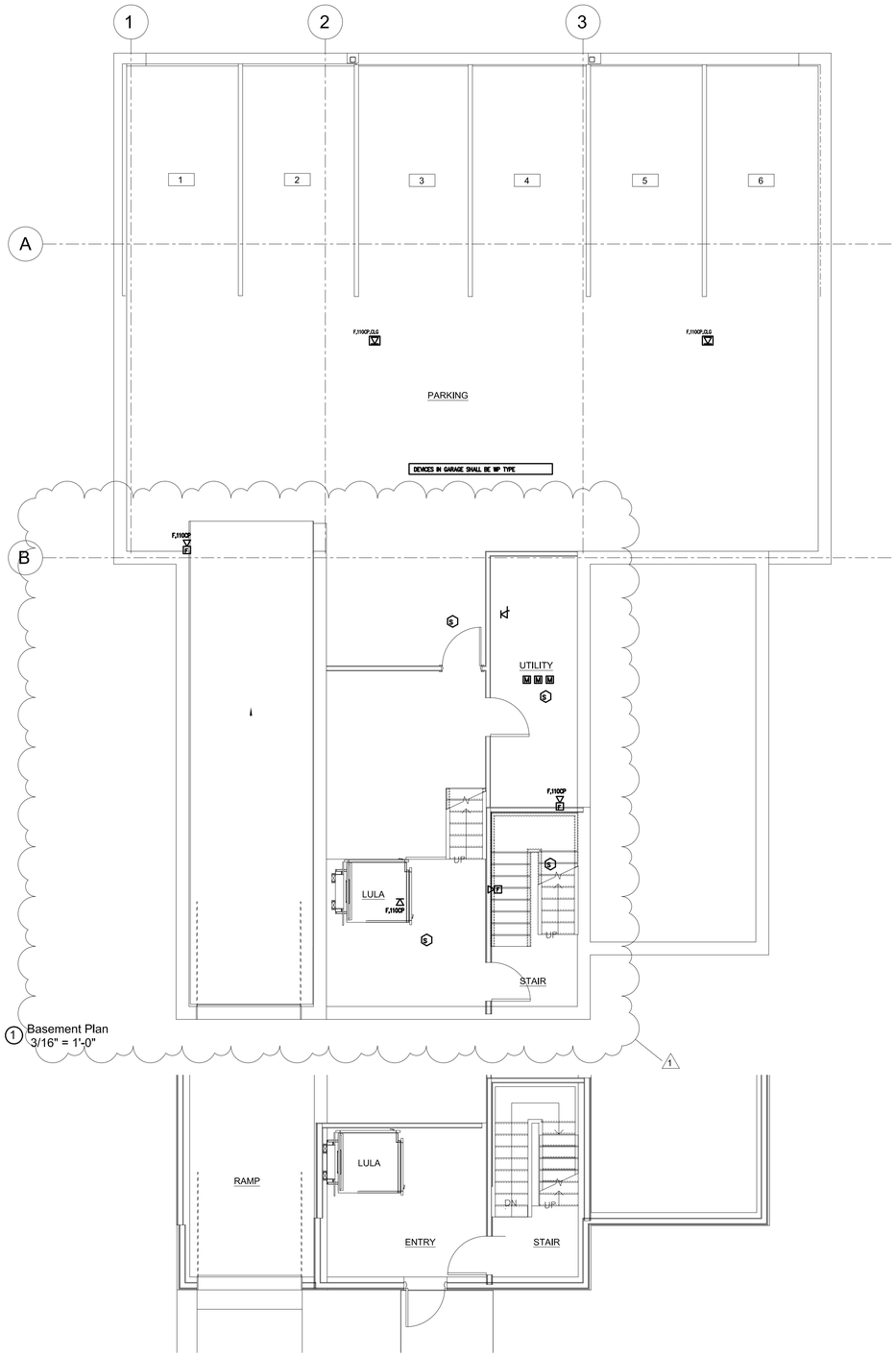
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NEW 6 UNIT MULTIFAMILY

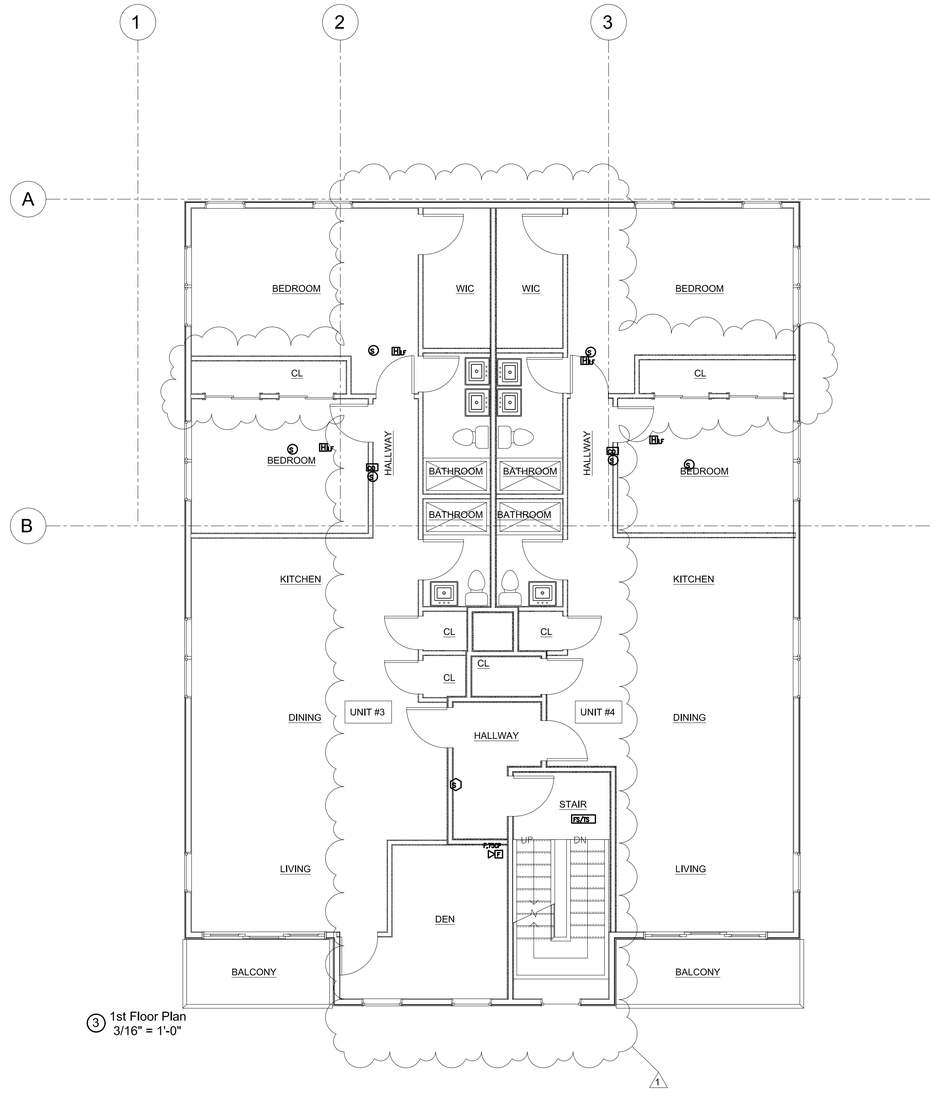
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1 Basement Plan
3/16" = 1'-0"

2 Entry Level Plan
3/16" = 1'-0"



3 1st Floor Plan
3/16" = 1'-0"

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MUZAFFER MACIEJ GRADE
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REGISTERED PROFESSIONAL ENGINEER
ELECTRICAL

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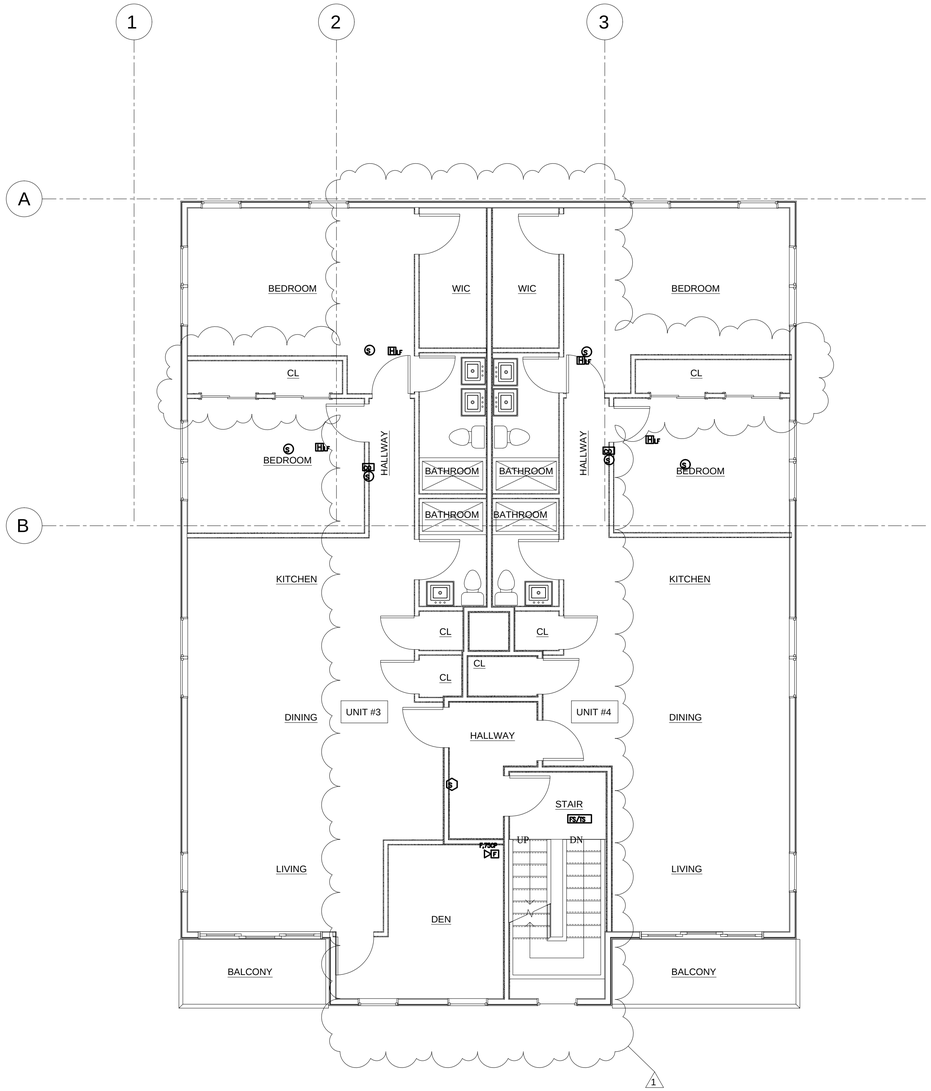
Basement, Entrance and First Floor Fire Alarm Plans

FA-100

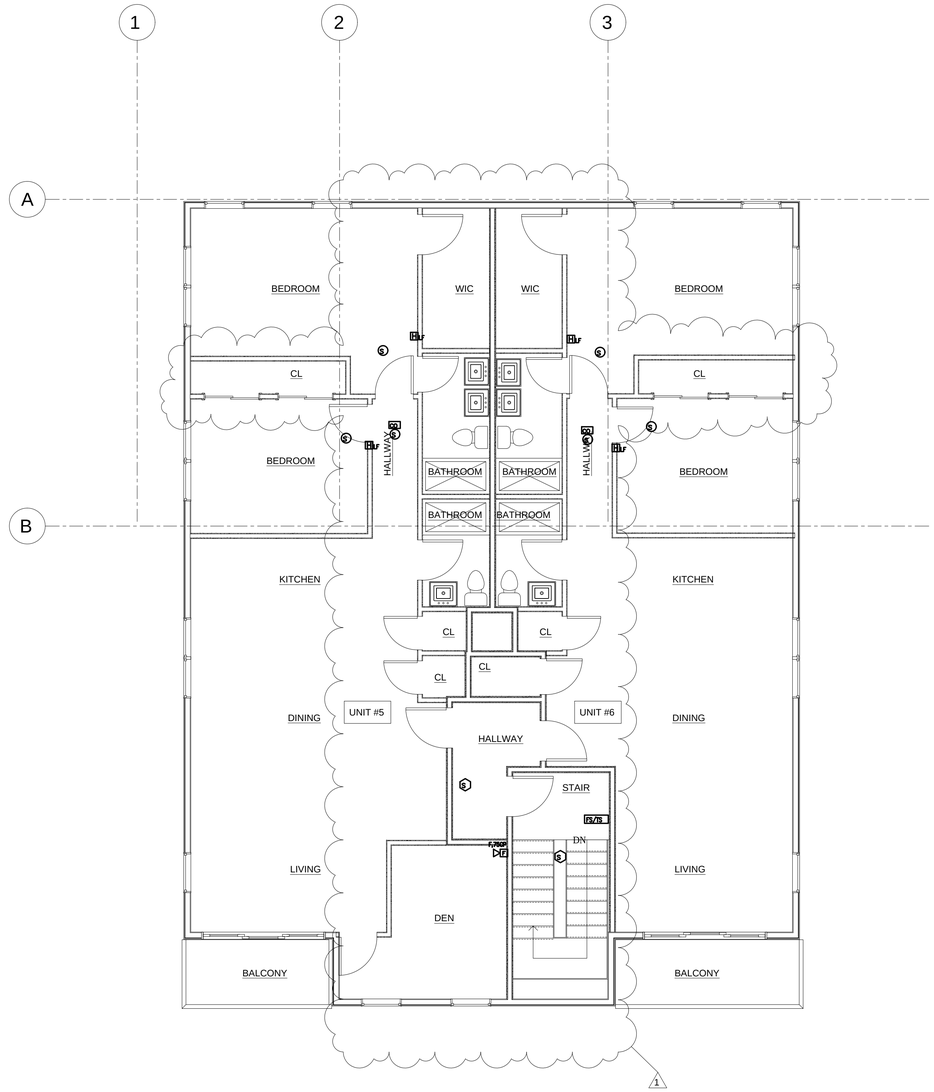
NEW 6 UNIT MULTIFAMILY

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4 2nd Floor Plan
3/16" = 1'-0"



5 3rd Floor Plan
3/16" = 1'-0"

PROJECT NAME

NEW 6 UNIT MULTIFAMILY

PROJECT ADDRESS

8 Ashton Street, Boston, MA 02124

CLIENT

Shanti Acquisitions, LLC

ARCHITECT

SOL AND ASSOCIATES INC

523 MEDFORD ST
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Drawn by	MM
Checked by	RC
Scale	3/16" = 1'-0"

REVISIONS

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1	Amendment #1	01/06/2022

Second, Entrance and First Floor Lighting Plans

FA-101

NEW 6 UNIT MULTIFAMILY

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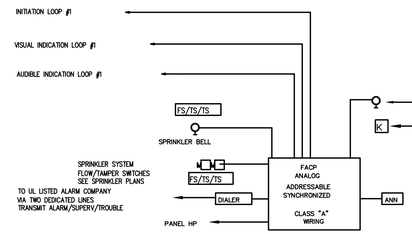
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LEGEND

- (S) SYSTEM TYPE SMOKE DETECTOR. ANALOG ADDRESSABLE
- (H) HEAT DETECTOR. ADDRESSABLE TYPE
- FIRE ALARM PULL AND HORN/LIGHT DEVICE. PER NFPA 72/SYCHRONIZED. 15CD IN CORR., 60CD IN COMMON AREAS
- F FIRE ALARM PULL STATION. ADDRESSABLE, MOUNTED AT 4'-0" AFF.
- $\nabla\nabla^{F}$ FIRE ALARM HORN/LIGHT(SYCHRONIZED). MTD AT 6'-8" AFF 15 CD IN CORRIDORS, 60 CD IN COMMON AREAS
- ∇^{L} FIRE ALARM LIGHT ONLY(SYCHRONIZED).MTD AT 6'-8"AFF 15 CD IN CORRIDORS, MIN 60 CD IN COMMON AREAS
- ;110CP,CLG (V) CEILING MOUNTED A/V DEVICE
- FS SPRINKLER SYSTEM FLOW SWITCH, WIRING ONLY.
- TS SPRINKLER SYSTEM TAMPER SWITCH, WIRING ONLY.
- PS LOW PRESSURE SWITCH WIRED AS SUPERVISORY
- FACP FIRE ALARM CONTROL PANEL.
- ANN FIRE ALARM REMOTE ANNUNCIATOR WITH TROUBLE BUZZER.
- DIAL DIALER BY E.C. WIRED TO UL LISTED ALARM CO.
- (S) LOCAL TYPE 110V SMOKE DETECTOR, PHOTOELECTRIC TYPE WITH BATTERY BACK-UP. "L" INDICATES BUILT-IN STROBE 177CD)TANDEM WIRED WITH OTHER LOCAL DETECTORS IN THE UNIT. WIRED TO LIGHTING CIRCUIT
- HLF LOW FREQUENCY MINI HORN
- CO M SYSTEM TYPE CO DETECTOR W/MONITOR MODULE
- CO S LOCAL TYPE SMOKE/CO COMBI DETECTOR, VOICE TYPE

		CONTROL UNIT ANN						NOTIFICATION												FIRE SAFETY SYSTEM CONTROLS												
		ACTIVATE COMMON ALARM SIGNAL	ACTIVATE AUDIBLE ALARM-GLOBAL	ACTIVATE COMMON SUPERVISORY SIGNAL ALARM	ACTIVATE AUDIBLE SUPERVISORY ALARM	ACTIVATE VISUAL ALARM	ACTIVATE AUDIBLE TROUBLE SIGNAL	ACTIVATE APPROPRIATE LOCATION INDICATOR	ACTIVATE ALL AUDIBLE EVACUATION SIGNALS	ACTIVATE ALL VISUAL ALARM SIGNALS	DISPLAY CHANGE OF STATUS	TRANSMIT ALARM SIGNAL TO SUPERVISORY STATION	TRANSMIT TROUBLE SIGNAL TO SUPERVISORY STATION	TRANSMIT SUPERVISORY SIGNAL TO SUPERVISORY STATION	MAIN FLOOR ELEVATOR RECALL	ALTERNATE FLOOR ELEVATOR RECALL	ELEVATOR SAT FLASH	ELEVATOR LOBBY SMOKE DETECTORS	ACTIVATE EXTERIOR BEACON	RELEASE FIRE AND SMOKE DOORS	SHUT DOWN HVAC UNIT	UNLOCK ALL EXIT DOORS									
1	COMMON AREA SMOKE DETECTORS	■	■				■	■	■	■	■	■	■							■	■	■	■									1
2	COMMON AREA HEAT DETECTORS	■	■				■	■	■	■	■	■	■							■	■	■	■									2
3	COMMON AREA PULL STATIONS	■	■				■	■	■	■	■	■	■							■	■	■	■									3
4	ELEVATOR LOBBY SMOKE DETECTOR (EXC MAIN)	■	■				■	■	■	■	■	■	■				■			■	■	■	■									4
5	MAIN FLOOR ELEVATOR LOBBY SMOKE DETECTOR	■	■				■	■	■	■	■	■	■		■	■		■	■	■	■	■	■									5
6	ELEVATOR MACHINE ROOM SMOKE DETECTOR	■	■				■	■	■	■	■	■	■		■					■	■	■	■									6
7	MANUAL PULL STATIONS	■	■				■	■	■	■	■	■	■							■	■	■	■									7
8																																8
9	SPRINKLER LOW PRESSURE	■	■				■	■	■	■	■	■	■							■	■	■	■									9
10	SPRINKLER MAIN FLOW	■	■				■	■	■	■	■	■	■							■	■	■	■									10
11	SPRINKLER FLOOR FLOW SWITCH	■	■				■	■	■	■	■	■	■							■	■	■	■									11
12	SPRINKLER TAMPER SWITCH ACTUATION			■	■		■				■	■	■																			12
13	DUCT SMOKE DETECTORS			■	■		■				■		■									■										13
14	BDA SYSTEM IF PRESENT			■	■		■				■		■																			14
15	GARAGE CO SYSTEM			■	■		■				■		■																			15
16	FIRE ALARM AC POWER FAILURE				■	■	■				■	■										■	■									16
17	FIRE ALARM SYSTEM LOW BATTERY				■	■	■				■	■																				17
18	OPEN CIRCUIT OR GROUND FAULT				■	■	■				■	■																				18
19																																19
20																																20

FIRE ALARM SYSTEM RISER DIAGRAM



NOTES

PROVIDE ADDRESS MODULES FOR ALL FLOW & TAMPER SWITCHES
PROVIDE COMPLETE INTERLOCK WIRING FOR HVAC UNIT SHUT DOWN
PROVIDE COMPLETE INTERLOCK WIRING FOR ELEVATOR RECALL SYSTEM
SEE FLOOR PLANS FOR DETECTOR TYPES AND LOCATIONS AND QUANTITIES.
SEE SPRINKLER DRAWINGS FOR FLOW/TAMPER SWITCH LOCATIONS AND QUANTITIES.
CARRY MINIMUM OF (1)FLOW AND (4)TAMPER SWITCH AT SPRINKLER SERVICE LOCATION AND (1) FLOW/TAMPER SWITCH PER FLOOR PER STAIR AND TWO TAMPER SWITCH FOR STAND PIPE LOCATION.
PROVIDE MONITOR MODULES AT DRY ALARM VALVE
PROVIDE MONITOR MODULES FOR ALL DETECTORS LOCATED IN COLD AREAS.
FOR ELEVATOR BUILDINGS PROVIDE ACCESSIBLE DEVICES FOR 5% OF THE UNITS
PROVIDE COMPLETE SIGNAL WIRING FOR DRY SYSTEM COMPRESSOR AND ALARM
PROVIDE BATTERY CALCULATIONS AND ONE LINE WIRING DIAGRAM
PROVIDE RADIO SIGNAL COVERAGE THROUGHOUT BUILDING AS REQUIRED PER 916.1-2&3
ALL AUDIO DEVICES LOCATED IN SLEEPING AREAS SHALL COMPLY WITH NFPA 72-18.4.5.3 IN REGARDS TO SIGNAL TYPE, PROVIDE LOW FREQUENCY DEVICES
PROVIDE TIER 2 DRAWINGS WITH COMPLETE WIRING DIAGRAMS AND DEVICE ADDRESSES AS REQUIRED FOR FIRE DEPARTMENT APPLICATION
PROVIDE POWER BOOSTERS AS REQUIRED, PROVIDE SMOKE DETECTOR AT EACH BOOSTER LOCATION AND FACP LOCATION
GARAGE CO SYSTEM SHALL BE SUPERVISED

TIER 2 DRAWINGS SHALL COMPLY WITH IBC 907, MINIMUM SHALL SHOW DEVICE LOCATIONS, WIRING DIAGRAMS WITH DEVICE IDENTIFICATIONS, BATTERY CALCULATIONS

SEQUENCE OF OPERATION

UPON ACTIVATION OF ANY FIRE DETECTOR, MANUAL PULL STATION OR FLOW SWITCH
-FIRE ALARM PANEL WILL TRIP AND CALL FIRE DEPARTMENT
-ALL AUDIO DEVICES WILL INITIATE ALARM SIGNAL TO ALERT ALL OCCUPANTS FOR ALARM CONDITION IN THE BUILDING FOR FULL EVACUATION.
-ALL VISUAL DEVICES WILL ACTIVATE, THEY SHALL BE SYNCHRONIZED TYPE.
-AIR HANDLER UNITS THAT HAS DUCT SMOKE DETECTORS WILL SHUT DOWN UPON ACTIVATION OF THE DUCT SMOKE DETECTOR.

UPON ACTIVATION OF ELEVATOR LOBBY SMOKE DETECTOR
-ELEVATOR RECALL SYSTEM WILL OPERATE. NO OTHER DEVICE WILL ACTIVATE RECALL SYSTEM.
-GARAGE CO SYSTEM SHALL BE SUPERVISORY ON HIGH ALARM

A 24"x18" GRAPHICAL FLOOR PLAN SHALL BE POSTED INSIDE ALL BUILDING ENTRY POINTS AND BE APPROVED BY THE FIRE DEPARTMENT

ALL BEDROOMS AND LIVING ROOMS SHALL BE WIRED FOR FUTURE STROBE.

REGARDLESS SHOWN ON PLANS OR NOT PROVIDE CARBON MONOXIDE DETECTORS AT
-OUTSIDE EACH BEDROOM WIRED TO SMOKE DETECTOR CIRCUIT AND
-IN THE ROOM HOUSING THE GAS APPLIANCE.
DETECTORS SHALL BE UL LISTED.
DETECTORS SHALL BE HARD WIRED WITH BATTERY BACK-UP
CO DETECTORS SHALL BE AS MANUFACTURED BY BRK CO 5120BN, VOICE TYPE

AUDIBLE APPLIANCES PROVIDED FOR THE SLEEPING AREAS TO AWAKEN OCCUPANTS SHALL PRODUCE A LOW FREQUENCY ALARM SIGNAL THAT COMPLIES WITH THE FOLLOWING.

(1) THE ALARM SIGNAL SHALL BE A SQUARE WAVE OR PROVIDE EQUIVALENT AWAKENING ABILITY.
(2) THE WAVE SHALL HAVE A FUNDAMENTAL FREQUENCY OF 520 HZ +/- 10 PERCENT.

IN RESIDENTIAL BUILDINGS, FOR ALL GAS FIRED VENTILATION/AIR CIRCULATION EQUIPMENT, PROVIDE DUCT MOUNTED CO DETECTOR COMPLETE WITH HOUSING AND SAMPLING TUBE AS MANUFACTURED BY MACURCO CM 15A OR EQUAL AND CONNECT TO FIRE ALARM PANEL VIA MONITOR MODULE

ALL CO DETECTORS MUST "LATCH" AT THE PANEL; THAT IS TO SAY, THE RESPONDER TO A CO DETECTOR SUPERVISORY ALARM MUST BE LEAD TO MITIGATE THE CO ISSUE AT THE DETECTOR AND THEN CLEAR/RESET THE FIRE ALARM PANEL. THIS WILL MEAN THE CO SUPERVISORY ALARM CANNOT BE MITIGATED AT THE POINT LOCATION, BUT REQUIRES A COMPETENT RESPONDER TO ADDRESS THE PANEL IN THE FIRE COMMAND CENTER.

ALARM MONITORING SERVICE RECEIVES A SUPERVISORY CARBON MONOXIDE SIGNAL; THAT IS TO SAY, LITERALLY THE WORDS "CARBON MONOXIDE" MUST BE PRESENT AT ALARM COMPANY, THE LETTERS "CO" ARE NOT ACCEPTABLE.

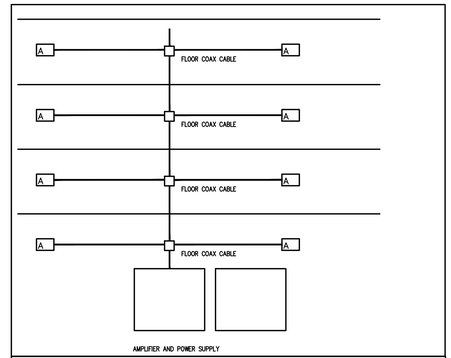
-ALL SMOKE DETECTOR LOCATIONS SHALL BE COORDINATED WITH REFLECTED CEILING PLANS IN FIELD SO THAT DETECTORS SHALL BE MINIMUM 3FT AWAY FROM SUPPLY DIFFUSER.
-DUCT SMOKE DETECTORS SHALL BE INSTALLED IN HEATED AREAS AT THE SUPPLY SIDE BEFORE THE FIRST TAKE OFF, MINIMUM 5FT AWAY FROM THE UNIT COIL. REMOTE TEST/INDICATOR LOCATIONS SHALL BE NEXT TO FACP PANEL OR AS DIRECTED BY THE FIRE DEPARTMENT.
-A/V DEVICE LOCATIONS ARE SHOWN BASED ON DISTANCE REQUIREMENTS. CONTRACTOR SHALL COORDINATE PHYSICAL STRUCTURES SO THAT VISIBILITY WILL BE MAINTAINED. PROPOSED CHANGES SHALL BE FORWARDED TO ARCHITECT/ENGINEER FOR APPROVAL.

(S) 120V LOCAL SMOKE DETECTOR WITH BATTERY BACK-UP. COMBINATION TYPE 120V LOCAL SMOKE/CO DETECTOR WITH BATTERY BACK UP. SMOKE DETECTOR SHALL BE PHOTO ELECTRIC TYPE. TANDEM WIRE ALL COMBINATION TYPE SMOKE/CO AND SMOKE ONLY DETECTORS IN THE SAME UNIT AND FEED FROM BEDROOM RECEPTACLE CIRCUIT, VOICE TYPE, (TYPICAL FOR ALL UNITS)

CO CARBON MONOXIDE DETECTOR MFG:BRK ELECTRONICS CAT#CO5120BN FEED FROM SMOKE DETECTOR.

FIRE ALARM CONSTRUCTION NOTES
-LOCAL SMOKE DETECTORS SHALL BE WIRED FROM ARC-FAULT CIRCUITS, VERIFY WITH ELECTRICAL INSPECTOR.
-BACK TO BACK OUTLETS ON FIRE RATED WALLS SHALL BE INSTALLED TO MAINTAIN FIRE RATINGS, IF NECESSARY, USE FIRE RATED OUTLET BOXES.
-ALL FLOOR PENETRATIONS BY CABLES AND CONDUITS SHALL BE SEALED TO MAINTAIN FIRE RATINGS.
-RECESSED LIGHT FIXTURES INSTALLED ON FIRE RATED CEILINGS SHALL HAVE FIRE RATED HOODS ON TOP TO MAINTAIN FIRE RATING. SEE ARCHITECTURAL DRAWINGS FOR FIRE RATED AREAS.
-ALL WIRING WITHIN UNITS SHALL BE ROMEX. WIRING OUTSIDE UNITS SHALL BE METAL CLAD.

PROVIDE ALL NECESSARY STRUCTURE AND RACEWAYS TO BE ABLE TO INSTALL BDA SYSTEM PER IBC 916.1.2&3 UPON COMPLETION OF THE BUILDING AND AFTER ESTABLISHING THE NEED TO INSTALL HEAD END EQUIPMENT OF A BDA SYSTEM TO MEET EMERGENCY SERVICES COMMUNICATION NEEDS AS TO BE DETERMINED BY THE FD.
PROVIDE ADD ALTERNATE COST FOR ALL HARDWARE COMPONENTS AND INSTALLATION OF FOR EACH BUILDING (EACH BUILDING MAY HAVE DIFFERENT NEEDS) RUN CONDUITS IN 2HR RATED ENCLOSURE.
IF EQUIPMENT IS TO BE INSTALLED IT WILL BE HOUSED IN 2HR ENCLOSURE
CARRY THE COST OF TESTING THE BUILDING UPON COMPLETION OF INTERIOR PARTITIONS



SCHEMATIC BDA SYSTEM DIAGRAM

REGARDLESS SHOWN ON PLANS OR NOT PROVIDE CARBON MONOXIDE DETECTORS AT
-OUTSIDE EACH BEDROOM WIRED TO SMOKE DETECTOR CIRCUIT AND
-IN THE ROOM HOUSING THE GAS APPLIANCE. DETECTORS SHALL BE UL LISTED. DETECTORS SHALL BE HARD WIRED WITH BATTERY BACK-UP CO DETECTORS SHALL BE AS MANUFACTURED BY BRK CO 5120BN

ACCESSIBLE UNIT AND HEARING IMPAIRED FIRE ALARM NOTES NOTES

SEE ARCHITECTURAL PLANS FOR NUMBER OF HC AND HEARING IMPAIRED UNITS AND LOCATIONS.
CARRY MINIMUM 5% OF TOTAL UNIT NUMBER
IN EACH UNIT PROVIDE
-LOCAL TYPE SMOKE DETECTOR WITH BUILT IN STROBE/OR SEPARATE 120V STROBE EACH BEDROOM, OUTSIDE BEDROOM FOR LOCAL SMOKE ALARM
-LOCAL TYPE STROBE IN EACH BEDROOM AND LIVING ROOM FOR CO ALARM
-SYSTEM TYPE STROBE IN EACH BEDROOM AND LIVING ROOM
-SYSTEM TYPE STROBE IN EACH BATHROOM
-LOCAL TYPE STROBE IN EACH BATHROOM FOR LOCAL SMOKE ALARM
-LOCAL TYPE STROBE IN EACH BATHROOM FOR CO ALARM
-LOCAL TYPE CO DETECTORS OUTSIDE BEDROOMS AND EVERY HABITABLE FLOOR LEVEL, STROBES ARE TO BE LOCATED IN BEDROOMS AND HABITABLE SPACES

PROJECT NAME

NEW 6 UNIT MULTIFAMILY

PROJECT ADDRESS

8 Ashton Street, Boston, MA 02124

CLIENT

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ARCHITECT

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REGISTRATION

COMMONWEALTH OF MASSACHUSETTS — MUZAFFER MUCTEHITZADE — ELECTRICAL — No. 37579 — REGISTERED PROFESSIONAL ENGINEER

Project number	SC21-012
Date	01/06/2022
Drawn by	MM
Checked by	MM
Scale	

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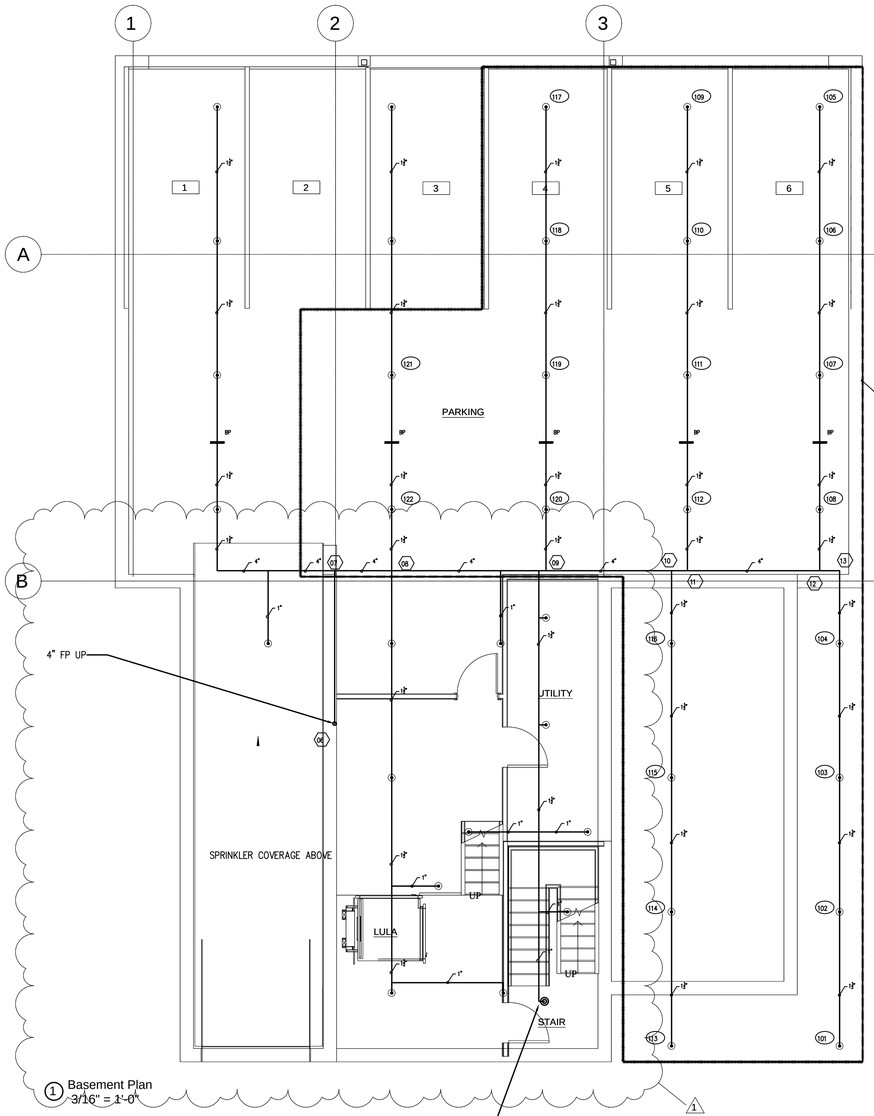
Fire Alarm Notes & Details

FA-200

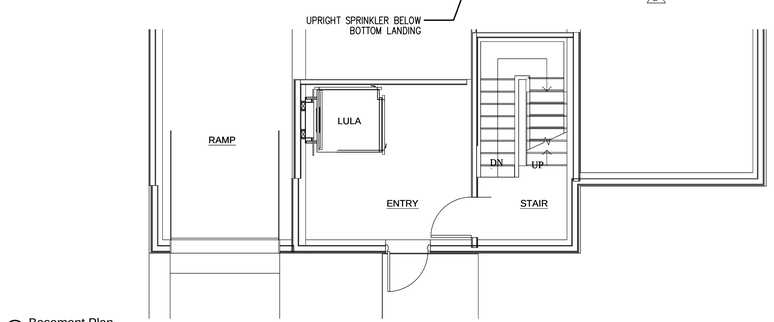
NEW 6 UNIT MULTIFAMILY

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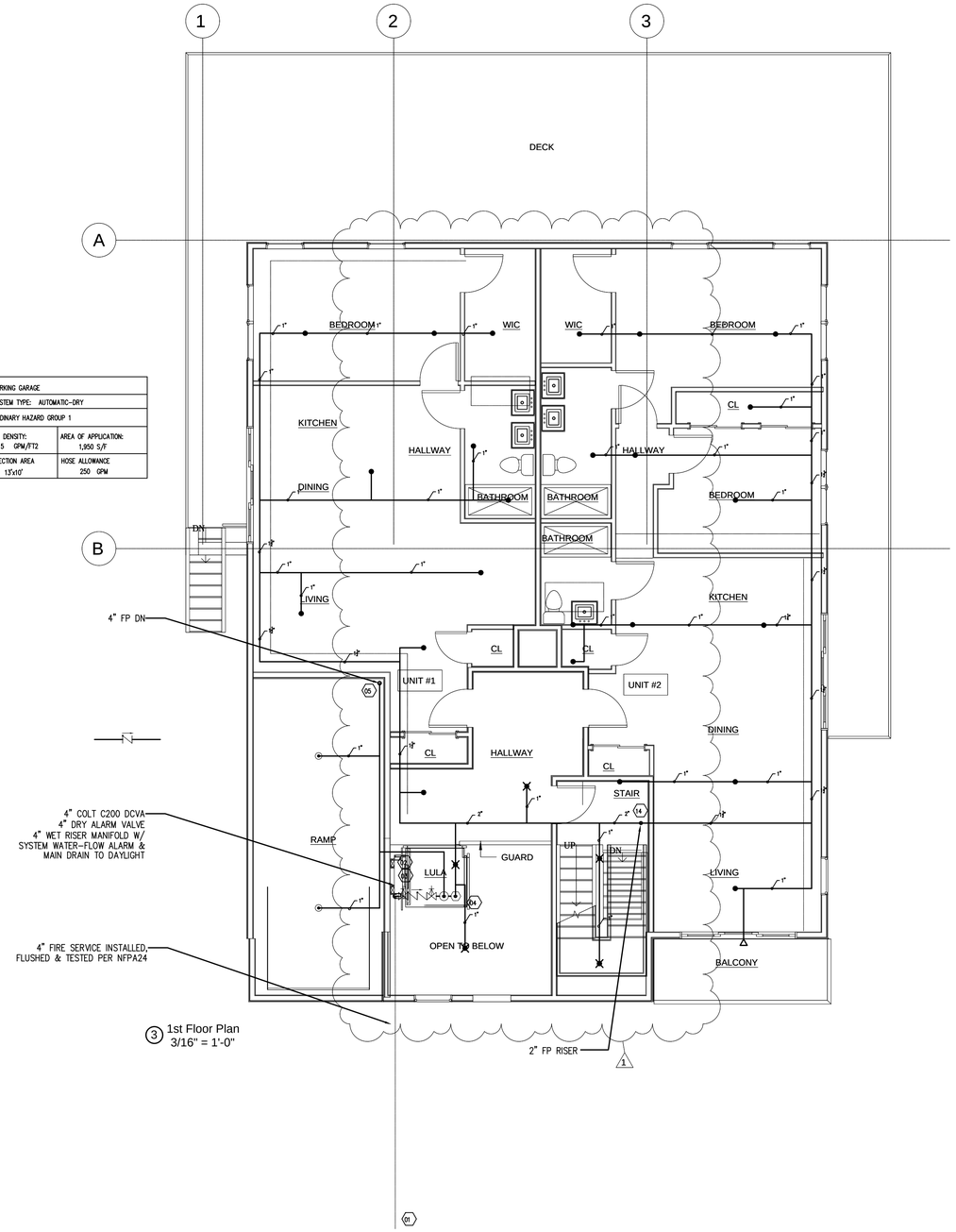
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1 Basement Plan
3/16" = 1'-0"



2 Basement Plan
3/16" = 1'-0"



3 1st Floor Plan
3/16" = 1'-0"

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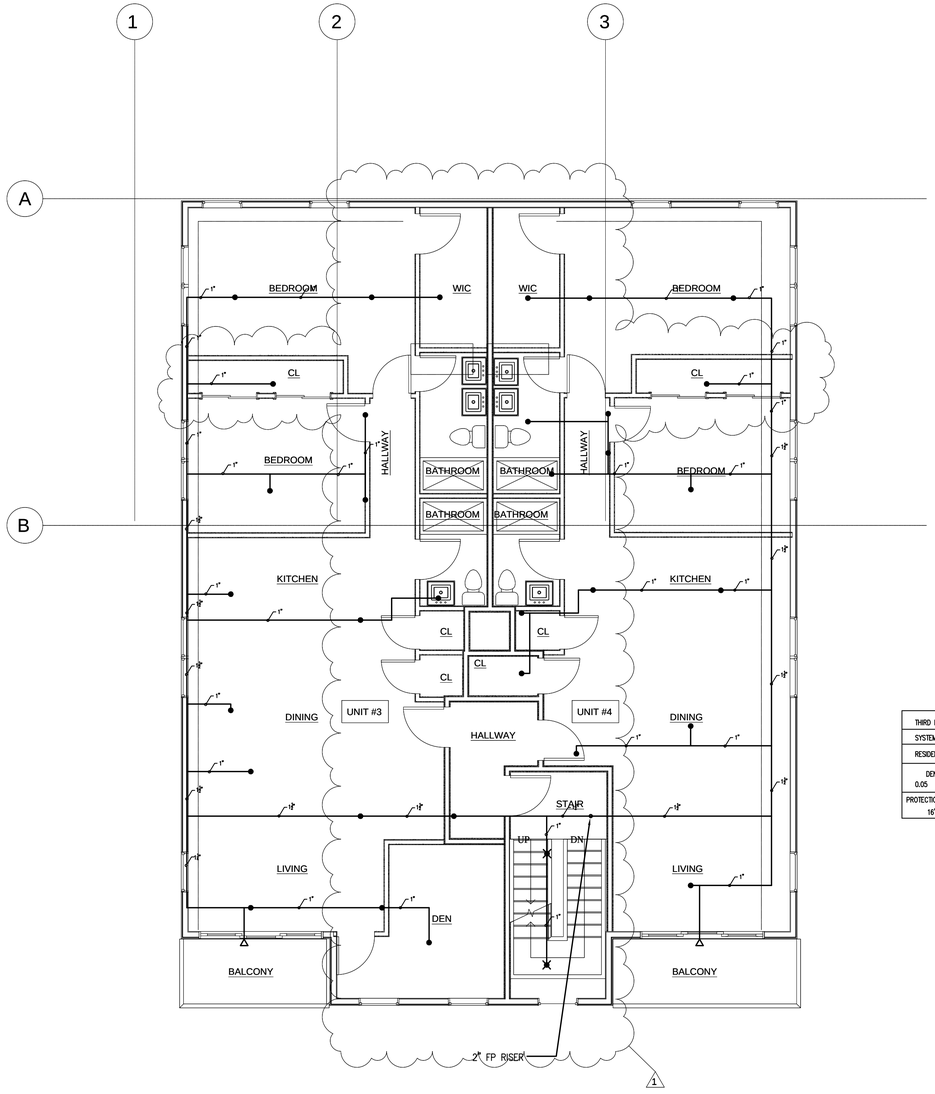
Basement, Entrance and First Floor Fire Protection Plans

FP-100

NEW 6 UNIT MULTIFAMILY

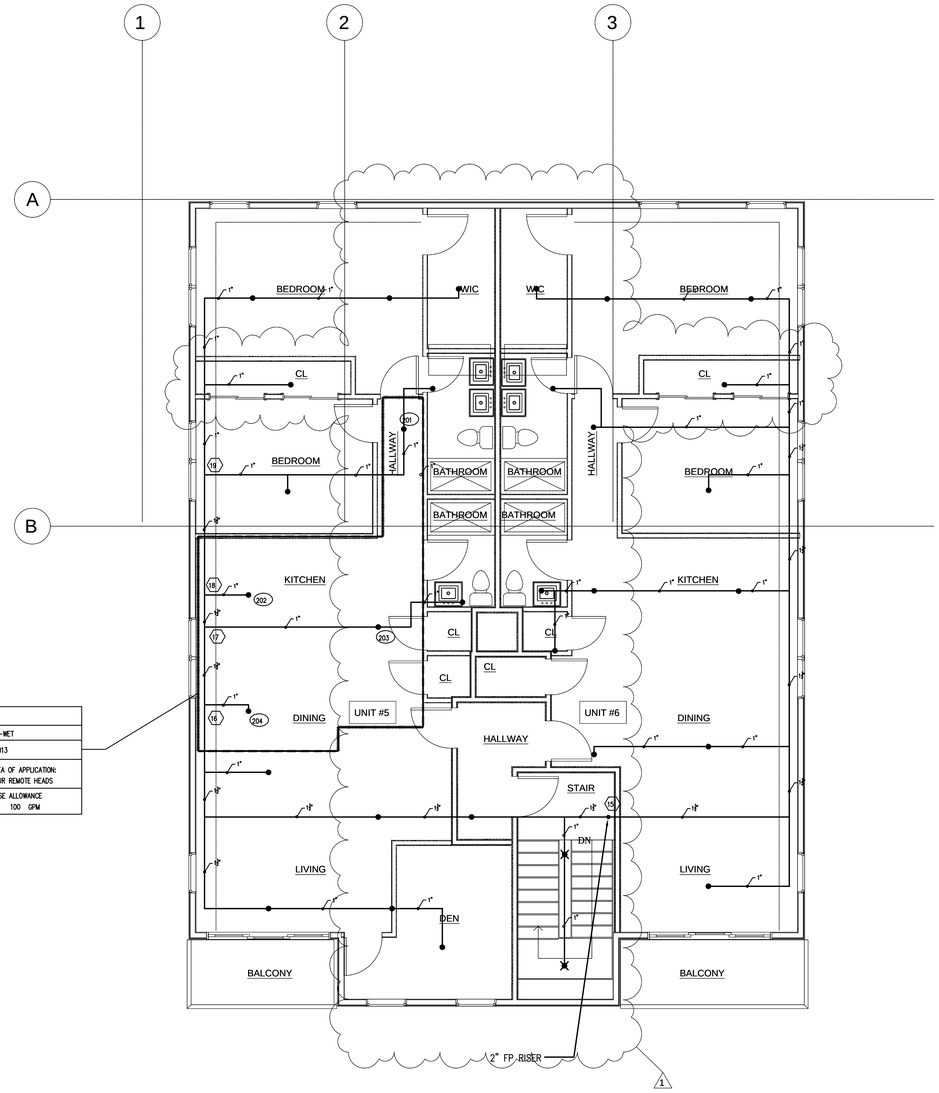
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4 2nd Floor Plan
3/16" = 1'-0"

THIRD FLOOR DWELLING	
SYSTEM TYPE: AUTOMATIC-WET	
RESIDENTIAL- NFPA-13R 2013	
DENSITY: 0.05 GPM/FT2	AREA OF APPLICATION: FOUR REMOTE HEADS
PROTECTION AREA 16'x16'	HOSE ALLOWANCE 100 GPM



5 3rd Floor Plan
3/16" = 1'-0"

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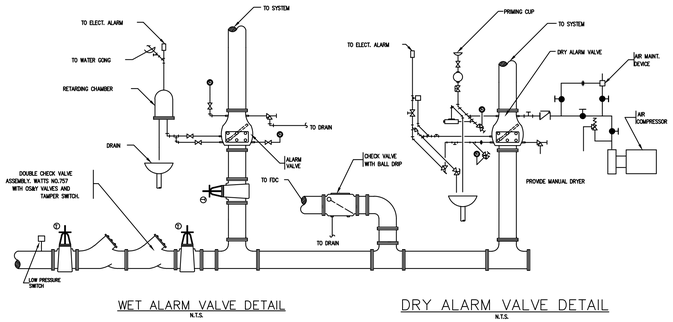
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Second and Third Floor Fire Protection Plans

FP-101

NEW 6 UNIT MULTIFAMILY

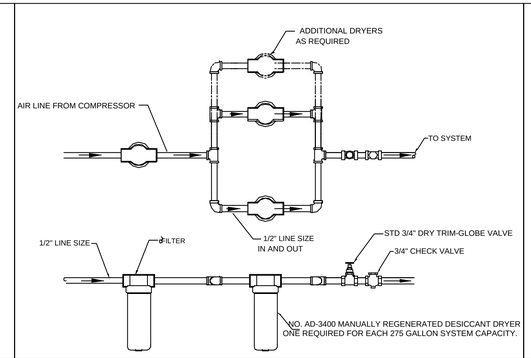
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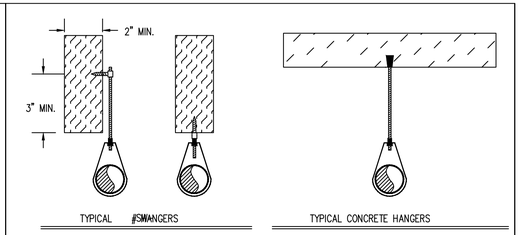
WET ALARM VALVE DETAIL N.T.S.

DRY ALARM VALVE DETAIL N.T.S.

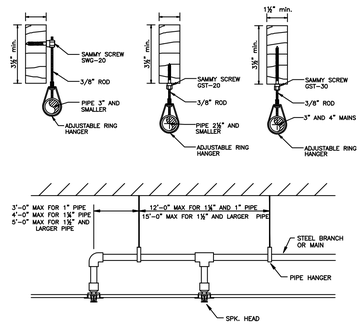
SPRINKLER SUPPLY MANIFOLD | NTS



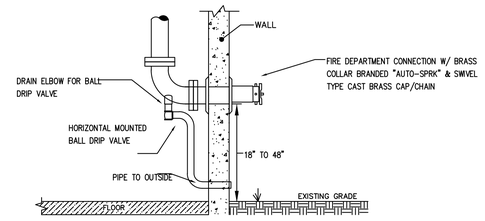
MANUAL AIR DRYER | NTS



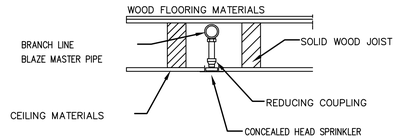
TYPICAL HANGER DETAILS | NTS



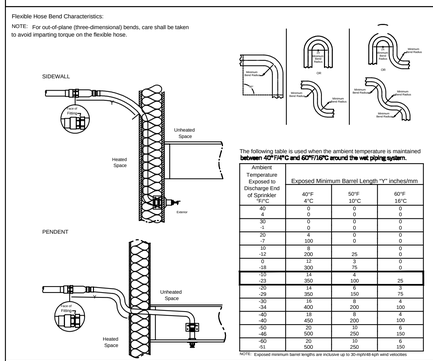
PIPE HANGER SPACING | NTS



FIRE DEPARTMENT CONNECTION | NTS



SPRINKLER PIPING AT CEILING PLENUM | NTS

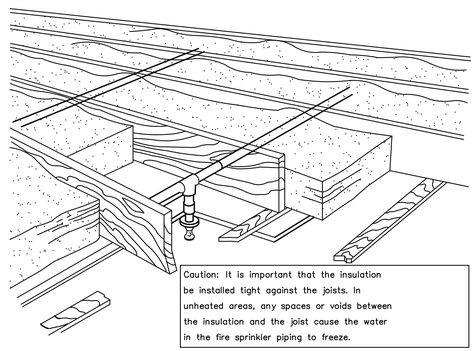


The following table is used when the ambient temperature is maintained between 40°F/4°C and 60°F/16°C around the wet piping system.

Ambient Temperature Exposed to Discharge End of Sprinkler °F/°C	Exposed Minimum Barrel Length "Y" inches/mm		
	40°F 4°C	50°F 10°C	60°F 16°C
40 4	0 0	0 0	0 0
30 -1	0 0	0 0	0 0
20 -7	0 0	0 0	0 0
10 -12	0 200	0 25	0 0
0 -18	200 300	25 75	0 0
-10 -23	300 350	75 100	0 25
-20 -29	350 350	100 150	25 75
-30 -34	350 400	150 200	75 100
-40 -40	400 450	200 200	100 100
-50 -46	450 500	200 250	100 150
-60 -51	500 500	250 250	150 150

NOTE: Exposed minimum barrel lengths are inclusive up to 30 mi/min/kph wind velocities

DRY SIDEWALL SPRINKLER DETAIL | NTS



INSULATION DETAIL | NTS

PROJECT NAME

NEW 6 UNIT MULTIFAMILY

PROJECT ADDRESS

8 Ashton Street, Boston, MA 02124

CLIENT

Shanti Acquisitions, LLC

ARCHITECT

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REGISTRATION

Project number	SC21-012
Date	01/06/2022
Drawn by	JD
Checked by	JD
Scale	

REVISIONS

No.	Description	Date
1	Amendment #1	01/06/2022

Fire Protection Details

FP-200

NEW 6 UNIT MULTIFAMILY

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DESIGN CRITERIA

1. THE AUTOMATIC FIRE SUPPRESSION SYSTEM HAS BEEN HYDRAULICALLY SIZED PER NFPA-13R 2013, CMR 780 (9TH) WITH AMENDMENTS

2. SPRINKLER COVERAGE SHALL BE REQUIRED IN AREAS OF THE BUILDING PER NFPA-13R

PIPE, FITTINGS AND JOINTS

1. PIPE AND FITTINGS SHALL CONFORM TO THE LATEST ANSI, ASTM, NFPA AND AWWA STANDARDS INCLUDING LATEST AMENDMENTS.

2. SPRINKLER MAINS AND BRANCHES MAY BE LIGHT WALL BLACK STEEL PIPE WITH ROLLED GROOVE TYPE MALLEABLE IRON PIPE COUPLINGS AND FITTINGS WITH GASKETS AND BOLTS AS APPROVED BY THE NATIONAL FIRE PROTECTION ASSOCIATION AND THE UNDERWRITERS' LABORATORIES. SCHEDULE 40 BLACK STEEL PIPE WITH STANDARD WEIGHT MALLEABLE IRON FITTINGS AS APPROVED BY NFPA AND UL MAY BE USED WITH, OR IN LIEU OF, THE SYSTEM DESCRIBED ABOVE. CPVC PIPING MAY BE USED WHERE ALLOWED BY LOCAL & NATIONAL LIFE SAFETY CODES

HANGERS AND SUPPORTS

1. HANGERS AND SWAY BRACING WHERE REQUIRED , SHALL BE INSTALLED TO MEET NFPA AND LOCAL STATE BUILDING CODE COMPLIANCE AS TO LOCATION, SPACING, AND MAXIMUM LOADS.

2. HANGER MATERIAL SHALL BE COMPATIBLE WITH PIPING MATERIALS WITH WHICH IT COMES INTO CONTACT.

3. HANGERS SHALL BE INSTALLED, IN ADDITION TO THE ABOVE, AT ALL CHANGES OF DIRECTION (HORIZONTAL AND VERTICAL), VALVES AND EQUIPMENT CONNECTIONS. HANGERS SHALL BE LOCATED SO THAT THEIR REMOVAL IS NOT REQUIRED TO SERVICE, ASSEMBLE OR REMOVE EQUIPMENT.

4. HORIZONTAL RUNS MAY USE BAND HANGERS UP TO 4" SIZE. PIPING LARGER THAN 4" SHALL BE PROVIDED WITH CLEVIS TYPE.

5. ALL RODS, CLAMPS, NUTS, WASHERS, SHIELDS AND HANGERS IN ALL AREAS SHALL BE ELECTRO-GALVANIZED COATED STEEL.

VALVES AND SUNDRIES

1. SHUTOFF VALVES ON THE ABOVEGROUND FIRE PROTECTION SYSTEM SHALL BE UL, FM BUTTERFLY OR OS&Y GATE VALVES, AS INDICATED, ON SIZES 2-1/2" AND LARGER, VALVES UP TO 2" SHALL BE UL, FM BALL VALVES. ALL ISOLATION / CONTROL VALVES SHALL BE MONITORED.

2. CHECK VALVES SHALL BE 175-POUND CLASS FOR FIRE PROTECTION.

3. VALVES SHALL BE PROVIDED WITH SEATS SUITABLE FOR THE SERVICE INTENDED.

4. VALVES SHALL BE AS MANUFACTURED BY NIBCO, VICTAULIC, WALLWORTH, MILWAUKEE OR APPROVED EQUAL. MANUFACTURERS MODEL NUMBERS REFERENCED BELOW ARE USED TO INDICATE A TYPE, MATERIAL AND QUALITY TO BE PROVIDED.

5. ALL VALVES SPECIFIED HEREIN SHALL BE UL/FM APPROVED, 175 PSI MINIMUM WORKING PRESSURE. ALL CONTROL VALVES SHALL BE PROVIDED WITH TAMPER SWITCH.

AUTOMATIC SPRINKLERS

1. SPRINKLER HEADS: QUICK RESPONSE, BULB TYPE, AND STYLE AS INDICATED OR REQUIRED BY THE APPLICATION. UNLESS OTHERWISE INDICATED.

2. IN ALL OPEN AREAS, WHERE ELECTRICAL EQUIPMENT IS LOCATED, AN APPROVED TYPE SHIELD, TO KEEP WATER OFF THE ELECTRICAL EQUIPMENT, SHALL BE PROVIDED.

3. PROVIDE ALL SPRINKLER HEADS WITH PROTECTIVE CAGE.

4. PROVIDE IN THE VALVE ROOM, A FINISHED STEEL CABINET SUITABLE FOR WALL MOUNTING, WITH HINGED COVER AND SPACE FOR 6 SPARE SPRINKLER HEADS PLUS SPRINKLER HEAD WRENCH.

SPRINKLER SHOP DRAWINGS

1. CONTRACTOR SHALL SUBMIT ENGINEERED TIER II SHOP DRAWINGS FOR REVIEW PRIOR TO INSTALLATION. SHOP DRAWINGS AND HYDRAULIC CALCULATIONS SHALL BE DETAILED PER NFPA-13R REQUIREMENTS FOR WORKING DRAWINGS-FINAL AFFIDAVITS CANNOT BE ISSUED WITHOUT APPROVED SHOP DRAWINGS

2. HYDRAULIC CALCULATIONS SHALL ACCOUNT FOR ALL OFFSETS IN THE SYSTEM BASED ON A 100% COORDINATED SET. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO COORDINATE WITH ALL STRUCTURAL AND ARCHITECTURAL FEATURES PRESENT

FLUSHING AND TESTING

1. ALL LABOR, MATERIALS, INSTRUMENTS, DEVICES AND POWER REQUIRED FOR TESTING SHALL BE PROVIDED BY THIS CONTRACTOR. THE TESTS SHALL BE PERFORMED IN THE PRESENCE AND TO THE SATISFACTION OF THE ENGINEER, GENERAL CONTRACTOR AND THE LOCAL FIRE DEPARTMENT AND SUCH OTHER PARTIES, AS MAY HAVE LEGAL JURISDICTION. NO PIPING IN ANY LOCATION SHALL BE CLOSED UP, FURRED IN, OR COVERED BEFORE TESTING.

2. WHERE PORTIONS OF PIPING SYSTEMS ARE TO BE COVERED OR CONCEALED BEFORE COMPLETION OF THE PROJECT, THOSE PORTIONS SHALL BE TESTED SEPARATELY IN THE MANNER SPECIFIED HEREIN FOR THE RESPECTIVE ENTIRE SYSTEM.

3. ANY PIPING OR EQUIPMENT THAT HAS BEEN LEFT UNPROTECTED AND SUBJECT TO MECHANICAL OR OTHER INJURY IN THE OPINION OF THE GENERAL CONTRACTOR SHALL BE RE TESTED IN PART OR IN WHOLE AS DIRECTED.

4. THE ENGINEER RETAINS THE RIGHT TO REQUEST A RECHECK OR RESETTING OF ANY PUMP OR INSTRUMENT BY THIS CONTRACTOR DURING THE GUARANTEE PERIOD AT NO ADDITIONAL COST TO THE CONTRACTOR.

5. REPAIR, OR IF DIRECTED, REPLACE ANY DEFECTIVE WORK WITH NEW WORK WITHOUT EXTRA CHARGE TO THE CONTRACT. REPEAT TESTS AS DIRECTED, UNTIL THE WORK IS PROVEN TO MEET THE REQUIREMENTS SPECIFIED HEREIN.

6. RESTORE TO ITS FINISHED CONDITION ANY WORK, DAMAGED OR DISTURBED, PROVIDED BY OTHER CONTRACTORS AND ENGAGE THE ORIGINAL CONTRACTOR TO DO THE WORK OF RESTORATION TO THE DAMAGED OR DISTURBED WORK.

7. THIS CONTRACTOR SHALL NOTIFY THE GENERAL CONTRACTOR AND ANY INSPECTORS HAVING JURISDICTION, A MINIMUM OF 48 HOURS IN ADVANCE OF MAKING ANY REQUIRED TESTS SO THAT ARRANGEMENTS MAY BE MADE FOR THEIR PRESENCE TO WITNESS HIS SCHEDULED TESTS.

8. TESTING SHALL BE IN ACCORDANCE WITH NFPA-13R "STANDARD FOR THE INSTALLATION OF SPRINKLER SYSTEMS".

9. EACH SYSTEM SHALL BE TESTED TO A HYDROSTATIC PRESSURE OF 200 PSI FOR TWO HOURS.

10. FLUSHING OF ALL BURIED SUPPLY PIPING SHALL BE PERFORMED AT A MINIMUM RATE OF 680 GPM FOR SYSTEMS WITH A 4" SERVICE.

11. ALL WATER FLOW DETECTING DEVICES AND CIRCUITS SHALL BE FLOW TESTED THROUGH THE INSPECTOR'S TEST CONNECTION AND ACTIVATE WITHIN FIVE MINUTES OF INITIATION.

12. FIRE PROTECTION CONTRACTOR SHALL OBTAIN RECENT HYDRANT FLOW TEST RESULTS FOR THE USE OF PREPARING WORKING DRAWINGS PER NFPA-13R

13. SPRINKLER FLOW TEST DISCHARGE AND FLUSHING WATER DISCHARGE SHALL BE COORDINATED WITH THE GENERAL CONTRACTOR AND THE LOCAL FIRE DEPARTMENT OR PUBLIC WORKS AS TO ACCEPTABLE DISCHARGE POINTS PRIOR TO SCHEDULING OF FLUSHING AND TESTS. THIS CONTRACTOR SHALL PROVIDE ALL HOSE AND EQUIPMENT NECESSARY TO PERFORM THE REQUIRED TESTING AND FLUSHING.

AS BUILT DRAWINGS AND CONTRACTOR CERTIFICATES

1. CONTRACTOR SHALL HAVE, ON HAND, AT TIME OF FINAL INSPECTION BY THE AUTHORITY HAVING JURISDICTION, FOR TEMPORARY / FINAL CERTIFICATE OF OCCUPANCY, ALL COMPLETED CERTIFICATES OF MATERIAL AND TESTING FOR ABOVEGROUND AND UNDERGROUND PIPING AS WELL AS THE AS- BUILT DRAWINGS OF THE FIRE PROTECTION INSTALLATION.

PATCHING, REPLACEMENT AND MODIFICATION OF EXISTING WORK

1. AFTER INSTALLATION OF PIPELINES, THE CONTRACTOR SHALL NEATLY PATCH, REPAIR, AND/OR REPLACE EXISTING WORK WHERE DAMAGED, REMOVED OR ALTERED FOR PIPE LINE INSTALLATION. THIS WORK SHALL BE SIMILAR AND EQUAL IN QUALITY TO THE WORK REMOVED OR DAMAGED, UNLESS OTHERWISE SHOWN OR SPECIFIED. SUCH WORK SHALL INCLUDE PATCHING AND REPLACEMENT OF EXISTING PIPING AT POINTS OF CONNECTION TO NEW PIPING, PATCHING OF INSULATION, AND WHEREVER ANY SUCH PATCHING WORK IS INDICATED ON THE DRAWINGS OR OTHERWISE REQUIRED.

INSTALLATION

1. GENERAL: INSTALL FIRE PROTECTION SPECIALTY VALVES, FITTINGS, AND SPECIALTIES IN ACCORDANCE WITH THE MANUFACTURER'S WRITTEN INSTRUCTIONS, NFPA 13 AND 14, AND THE AUTHORITY HAVING JURISDICTION.

2. USE PROPER TOOLS TO PREVENT DAMAGE DURING INSTALLATIONS.

3. ALL PENDENT MOUNTED SPRINKLERS SHALL BE INSTALLED ON RETURN BENDS.

4. ALL SPRINKLERS INSTALLED IN ACOUSTICAL CEILING TILES SHALL BE CENTERED IN TILES WHERE APPLICABLE.

5. COORDINATE AND VERIFY DRAFT CURTAINS ARE INSTALLED AS REQUIRED BY SPRINKLER HEAD SPECIFICATIONS

FIRE PROTECTION SPECIFICATION

FIRE PROTECTION SPECIFICATION

1. BEFORE BIDDING THE JOB, CONTRACTOR SHALL VISIT THE JOB SITE AND VERIFY EXISTING CONDITIONS. REPORT ADVERSE CONDITIONS IN WRITING TO ARCHITECT.

2. SPRINKLER PIPING SHALL BE SCH.10/40 BLACK STEEL WITH 125 LB. CAST IRON THREADED/GROOVED JOINTS WHERE EXPOSED. BLAZE-MASTER TYPE CPVC FOR FIRE PROTECTION SHALL BE INSTALLED CONCEALED AND PER MANUFACTURERS INSTRUCTIONS.

3. SPRINKLER HEADS IN COMMON AREAS SHALL BE QUICK RESPONSE CONCEALED TYPE MANUFACTURED BY VIKING OR EQUAL. WITHIN UNITS THEY WILL BE RESIDENTIAL CONCEALED TYPE.

4. APPLY AND OBTAIN PERMIT AND APPROVAL FROM LANDLORD'S INSURANCE COMPANY, FIRE DEPARTMENT AND STATE AND LOCAL AUTHORITIES.

5. COORDINATE WITH ARCHITECT AND ARCHITECTURAL REFLECTED CEILING PLAN FOR THE LOCATION OF SPRINKLER HEADS.

6. COORDINATE SPRINKLER WORK WITH OTHER DISCIPLINES. SINCE PERFORMANCE OF SPRINKLER SYSTEM IS AFFECTED BY OBSTRUCTIONS AND NOT OTHER WAY AROUND, THIS CONTRACTOR SHALL COORDINATE ALL LIGHTING FIXTURE LOCATIONS AND TYPES AND OTHER OBSTRUCTIONS PRIOR TO ANY WORK DONE.

7. THE SYSTEM SHALL BE HYDROSTATICALLY TESTED AT NOT LESS THAN 200 PSI PRESSURE FOR 2 HOURS. THERE WILL BE NO VISIBLE LEAKAGE WHEN THE SYSTEM IS SUBJECTED TO THE HYDROSTATIC PRESSURE TEST.

8. GUARANTEE ALL WORK AND MATERIAL FOR ONE YEAR FROM THE DATE OF ACCEPTANCE.

PREPARATION OF SHOP DRAWINGS:

PER 780CMR 901.2.1
SPRINKLER CONTRACTOR SHALL PREPARE TIER ii SHOP DRAWINGS INCLUDING PIPING & HYDRAULIC CALCULATIONS, AND SHALL SUBMIT TO THE ENGINEER FOR APPROVAL PRIOR TO THE START OF WORK. ENGINEER SHALL CERTIFY SYSTEM INSTALLATION FOR CODE COMPLIANCE AT PROJECT COMPLETION.

FLOW TEST DATA

STATIC	-----	TBD
RESIDUAL	-----	TBD
FLOW	-----	TBD

NOTE:
DATE: TBD
LOCATION: TBD

FIRE PROTECTION ABBREVIATIONS

DSW	DRY SIDEWALL
DCVA	DOUBLE CHECK VALVE ASSEMBLY
DIA	DIAMETER
DR	DRAIN
ETR	EXISTING TO REMAIN
FHV	FIRE HOSE VALVE
IT	INTERMEDIATE TEMPERATURE
FP	FIRE PROTECTION
FS	FLOW SWITCH
SP	STANDPIPE
GV	GATE VALVE
GAL	GALLONS
GALV	GALVANIZED
GPM	GALLONS PER MINUTE
MAX	MAXIMUM
MIN	MINIMUM
NTS	NOT TO SCALE
DN	PIPE DROP
PSI	POUNDS PER SQUARE INCH
PRV	PRESSURE REDUCING VALVE
RV	RELIEF VALVE
SPK	SPRINKLER
TS	TAMPER SWITCH
UP	PIPE RISE
VIF	VERIFY IN FIELD

FIRE PROTECTION LEGEND

SYMBOL	DESCRIPTION
	SUPERVISED BUTTERFLY VALVE
	DOUBLE CHECK VALVE ASSEMBLY
	SUPERVISED OS&Y GATE VALVE
FS	FLOW ALARM SWITCH
	SPRINKLER ZONE CONTROL ASSEMBLY (SEE DETAIL)
	PUMP (FIRE OR JOCKEY)
	DRY ALARM VALVE
	WET ALARM VALVE
	CHECK VALVE
	DRAIN VALVE
	FIRE VALVE ASSEMBLY 2-1/2"W X 2-1/2" X 1-1/2"
	U/L LISTED PIPE HANGER
XX	HYDRAULIC JUNCTION POINT
XXX	HYDRAULIC DISCHARGE NODE

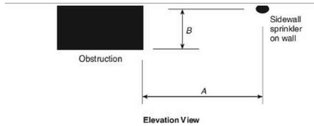


FIGURE 6.4.6.3.7.2(b) Positioning of Sprinkler to Avoid Obstruction Along Wall (Residential Sidewall Sprinklers).

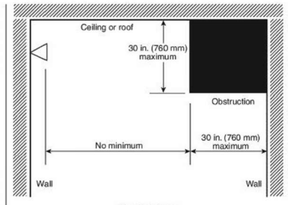


FIGURE 6.4.6.3.7.2(c) Positioning of Sprinkler to Avoid Obstruction Against Wall (Residential Sidewall Sprinklers).

Distance from Sidewall Sprinkler to Side of Obstruction (A)	Maximum Allowable Distance of Deflector Above Bottom of Obstruction (in.) (B)
Less than 8 ft	Not allowed
8 ft to less than 10 ft	1
10 ft to less than 11 ft	2
11 ft to less than 12 ft	3
12 ft to less than 13 ft	4
13 ft to less than 14 ft	6
14 ft to less than 15 ft	7
15 ft to less than 16 ft	9
16 ft to less than 17 ft	11
17 ft or greater	14

For SI units, 1 in. = 25.4 mm; 1 ft = 0.3048 m.
Note: For *A* and *B*, refer to Figure 6.4.6.3.7.2(a).

Table 6.4.6.3.7.2(b) Positioning of Sprinklers to Avoid Obstructions Along Wall (Residential Sidewall Sprinklers)

Distance from Sidewall Sprinkler to Side of Obstruction (A)	Maximum Allowable Distance of Deflector Above Bottom of Obstruction (in.) (B)
Less than 1 ft 6 in.	0
1 ft 6 in. to less than 3 ft	1
3 ft to less than 4 ft	3
4 ft to less than 4 ft 6 in.	5
4 ft 6 in. to less than 6 ft	7
6 ft to less than 6 ft 6 in.	9
6 ft 6 in. to less than 7 ft	11
7 ft to less than 7 ft 6 in.	14

Table 6.4.6.3.6.2 Positioning of Sprinklers to Avoid Obstructions to Discharge (Residential Upright and Pendent Spray Sprinklers)

Distance from Sprinklers to Side of Obstruction (A)	Maximum Allowable Distance of Deflector Above Bottom of Obstruction (in.) (B)
Less than 1 ft	0
1 ft to less than 1 ft 6 in.	0
1 ft 6 in. to less than 2 ft	1
2 ft to less than 2 ft 6 in.	1
2 ft 6 in. to less than 3 ft	1
3 ft to less than 3 ft 6 in.	3
3 ft 6 in. to less than 4 ft	3
4 ft to less than 4 ft 6 in.	5
4 ft 6 in. to less than 5 ft	7
5 ft to less than 5 ft 6 in.	7
5 ft 6 in. to less than 6 ft	7
6 ft to less than 6 ft 6 in.	9
6 ft 6 in. to less than 7 ft	11
7 ft and greater	14

For SI units, 1 in. = 25.4 mm; 1 ft = 0.3048 m.
Note: For *A* and *B*, refer to Figure 6.4.6.3.6.2.

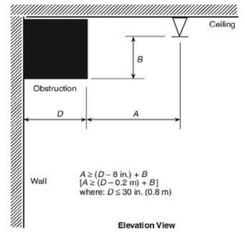


FIGURE 6.4.6.3.6.3 Positioning of Sprinkler to Avoid Obstruction Against Wall (Residential Upright and Pendent Spray Sprinklers).

NFPA-13R OBSTRUCTION CHART

SCALE:N.T.S.

FIRE SPRINKLER LEGEND

SYM	POSITION	FINISH	TEMP	K	NPT	SIN
ⓒ	UPRIGHT	BRASS	155°	5.60	1/2"	EQ
⊠	UPRIGHT	BRASS	200°	5.60	1/2"	EQ
●	PENDENT	CONCEALED	155°	5.60	1/2"	EQ
●	RES PENDENT	CONCEALED	155°	5.80	1/2"	EQ
A ●	RES PENDENT	CONCEALED	200°	5.80	1/2"	EQ
⊛	DRY PENDENT	CONCEALED	155°	5.60	1/2"	EQ
A ▶	STD SIDEWALL	CONCEALED	155°	5.60	1/2"	EQ
▶	RES SIDEWALL	CONCEALED	155°	4.00	1/2"	VK480
▷	DRY SIDEWALL	CONCEALED	155°	5.60	1/2"	VS-1

NFPA-13R 2013 DESIGN CRITERIA

THE SPRINKLER SYSTEM SHALL PROVIDE AT LEAST THE FLOW REQUIRED TO PRODUCE A MINIMUM DENSITY OF 0.05 pgm/sf OR THE LISTING OF THE SPRINKLER HEAD WHICHEVER IS GREATER, TO THE DESIGN SPRINKLERS.

THE NUMBER OF SPRINKLERS IN THE DESIGN AREA SHALL BE ALL OF THE SPRINKLERS WITHIN A COMPARTMENT, UP TO A MAXIMUM OF FOUR SPRINKLERS, THAT REQUIRE THE GREATEST HYDRAULIC DEMAND.

SPRINKLER HEADS IN KITCHENS AND W/D ROOMS TO BE 175°F

RESIDENTIAL SPRINKLERS SPACED MAXIMUM 8' FROM ANY WALL

SPRINKLER COVERAGE REQUIREMENTS
BASED ON NFPA-13R

1) SPRINKLER SHALL NOT BE REQUIRED IN BATHROOMS OF 55 SF AND LESS.
2) SPRINKLER SHALL NOT BE REQUIRED IN CLOTHES CLOSETS, LINEN CLOSETS, AND PANTRY THAT MEET THE FOLLOWING CONDITIONS:
   A) THE AREA OF THE SPACE DOES NOT EXCEED 24 SF.
   B) THE SHORTEST DIMENSION DOES NOT EXCEED 3 FT.
   C) THE WALLS AND CEILINGS ARE SURFACED WITH NON-COMBUSTIBLE OR LIMITED COMBUSTIBLE AS DEFINED BY NFPA-220.
3) SPRINKLER SHALL NOT BE REQUIRED IN COVERED, UNHEATED PROJECTIONS OF THE BUILDING AT ENTRANCE/EXITS AS LONG AS THE DWELLING UNIT HAS ANOTHER MEANS OF EGRESS.
4) SPRINKLER SHALL NOT BE REQUIRED IN CLOSETS IN GARAGE AND EXTERIOR CLOSETS (REGARDLESS OF SIZE) LOCATED ON EXTERIOR BALCONIES, EXTERIOR BREEZEWAY/CORRIDORS, OR ACCESSED FROM OUTDOOR WHERE THE CLOSET DOES NOT HAVE DOORS OR UNPROTECTED PENETRATIONS DIRECTLY INTO THE DWELLING UNIT.
5) SPRINKLER SHALL BE INSTALLED IN ANY CLOSET USED FOR HEATING AND/OR AIR-CONDINONING EQUIPMENT, WASHERS AND/OR DRYERS, OR WATER HEATERS EXCEPT AS AS ALLOWED BY 8.3.8. (SEE NOTE #4 ABOVE)
6) SPRINKLERS SHALL NOT BE REQUIRED IN COMBUSTIBLE FLOOR/CEILING ASSEMBLIES

FIRE PROTECTION MATERIAL SCHEDULE

SYSTEM	PIPE								FITTINGS						JOINTS			
	BLAZEMASTER CPVC	COPPER UNDERGROUND	EXTRA HEAVY CAST IRON	STEEL SCHED 10	STEEL SCHED 30	STEEL SCHED 40	STEEL SCHED 80	BLACK	GALVANIZED	CEMENT LINED	MALLEABLE IRON	BLAZEMASTER CPVC	MECHANICAL	BLACK	GALVANIZED	VICTAULIC	LISTED COPPER	THREADED	MECH-JOINT-FLANGED	GROOVED	SLIP
BURIED BUILDING FIRE SERVICE		●						●		●							●				●
RESIDENTIAL CROSS MAINS	●											●									●
RESIDENTIAL BRANCH LINES	●											●									●
ARM-OVER & DROPS	●											●									●
SPRINKLER DRAIN PIPE						●		●					●					●		●	
DRY SYSTEM						●		●					●					●		●	

NOTES:
1. COMPONENT PRESSURE RATING PER MANUFACTURER
2. EXPOSED CPVC PROHIBITED
3. ALL PIPE NOT NORMALLY FILLED WITH WATER SHALL BE SCH. 40 BLACK

PROJECT NAME

NEW 6 UNIT MULTIFAMILY

PROJECT ADDRESS

8 Ashton Street, Boston, MA 02124

CLIENT

Shanti Acquisitions, LLC

ARCHITECT

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REGISTRATION

Project number	SC21-012
Date	01/06/2022
Drawn by	JD
Checked by	JD
Scale	

REVISIONS

No.	Description	Date
1	Amendment #1	01/06/2022

Fire Protection Notes and Schedules

FP-201

NEW 6 UNIT MULTIFAMILY

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2/4/2022 4:32:29 PM

Souders, Bradley (DPL)

From: Souders, Bradley (DPL)
Sent: Tuesday, July 27, 2021 9:44 AM
To: J. Peter Vanko
Subject: AAB V21-054 (8 Ashton Boston)
Attachments: AAB V21-054 (8 Ashton Boston).pdf

Good morning,

Please find attached the Notice or Decision for the above referenced case. If you require a paper copy of a Notice or Decision, you may contact me to request one, but be aware that the delivery of physical copies may be delayed.

If you have any questions please do not hesitate to get in touch with me.

Best,

Brad Souders
Office Support Specialist
Architectural Access Board
Office of Public Safety and Inspections
Division of Professional Licensure
1000 Washington Street
www.mass.gov/aab

COMMONWEALTH OF MASSACHUSETTS

SUFFOLK, ss. **ARCHITECTURAL ACCESS BOARD**
Docket No. V21-054

In re	)
	)
6 Unit Residential	)
8 Ashton Street	)
Boston	)
	)

BOARD DECISION

Procedural History

This matter is before the Architectural Access Board ("AAB" or "Board") based on an Application for Variance received on or about March 31, 2021, pursuant to 521 CMR 4.00, and submitted by J. Peter Vanko, AIA, authorized representative for Solmon Chowdhury, owner of Shanti Acquisition LLC (the "Petitioner"). The application requests a variance from the requirements of 521 CMR 28.1 (vertical access).

The Board initially addressed the matter on April 26, 2021 at which time it voted to deny the application, finding that the Petitioner had not established impracticability. The written Notice of Action was issued on April 28, 2021. The Petitioner submitted a request for adjudicatory hearing on or about May 3, 2021. The Board granted the request with written notice thereof issued on June 22, 2021.

The hearing was held on July 12, 2021, in accordance with G.L. c. 30A, §§ 10 and 11; 801 CMR 1.02 *et seq.*; and 521 CMR 4.00.[1] All interested parties were provided with an opportunity to testify and present evidence to the Board. Mr. Vanko appeared on the Petitioner's behalf at that time. Michael Muehe, access analyst for the Boston Center for Independent Living, also appeared. The witnesses were sworn in by the Board Chair. The instant decision now memorializes the votes taken at that time.

Applicable Laws & Regulations

Pursuant to 521 CMR 3.2 [New Construction], "[a]ll new construction of *public buildings/facilities* shall comply fully with 521 CMR."

521 CMR 20.2 addresses the location of accessible routes, directing that, "[w]ithin 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." "At least one

[1] Due to the Governor's executive order arising from the COVID-19 pandemic, the hearing was held online via the Microsoft Teams platform.

accessible route shall connect *accessible buildings*, *facilities*, *elements* and *spaces* that are on the same *site*." 521 CMR 20.2.1.

Pursuant 521 CMR 28.1, "[i]n all multi-*story buildings* and *facilities*, each level including *mezzanines*, shall be served by a passenger elevator. If more than one elevator is provided, each passenger elevator shall comply with 521 CMR 28. *Accessible* elevators shall be on an *accessible route* and located within the *space* with which it is intended to serve."

Exhibits

The following documentation was entered into evidence:

Exhibit 1: Board Packet AAB 1-24, including the Application for Variance, all correspondence, photographs and plans submitted.
Exhibit 2: Additional specification and plans provided at the hearing (submitted thereafter).

Factual Findings

The following findings of fact and conclusions of law are supported by substantial evidence, based on the credited testimony of the witnesses, documents admitted into evidence and AAB records. G.L. c. 30A, § 11(2), § 14(7).

1) The new building on site will house six residential units distributed through three floors above a partially below-grade parking garage. AAB 12.
2) The building will have an area of 10,739 ft² with 2,985 ft² in the garage, 2,672 ft² on the first floor and 2,541 ft² on each of the upper two stories. AAB 12, 18.
3) The anticipated construction costs are estimated at $1.8. AAB 8.

Discussion

The Board's jurisdiction is established pursuant to 521 CMR 3.2 which states that "[a]ll new construction of *public buildings/facilities* shall comply fully with 521 CMR." Because the project is a new construction, it must be brought into full compliance with the applicable requirements of 521 CMR. The Petitioner concedes the Board's jurisdiction.

However, pursuant to 521 CMR 4.1, an "owner or an owner's representative or tenant who thinks that full compliance with 521 CMR is *impracticable* may apply to the *Board* for a *variance* from 521 CMR." Impracticability is defined to mean either that compliance with 521 CMR "would be technologically unfeasible" or that it would "result in excessive and unreasonable costs without any substantial benefit to persons with disabilities." 521 CMR 5.00.

The project will construct a six-unit multi-family building with three floors over a partially below-grade parking garage. The Petitioner seeks a variance from the requirement to include an elevator to all floors, arguing that: (1) the elevator footprint and override would negatively impact the availability of accessible units; and (2) the nature of the site prohibits all common elements to be on a single level. In lieu of an elevator, the Petitioner originally offered to provide an incline lift providing a fully accessible route from the parking garage to the first level of apartments.

The Petitioner asserts that, at approximately $180K, an elevator would constitute an excessive cost at over 10% of the entire building budget; this would prevent it from constructing much-needed housing in this neighborhood. Subsequent to its original proposal, the Petitioner now proposes to install a LULA[2] which would constitute only 2% of the total construction budget while still providing access to the accessible units located on the first floor.

Mr. Vanko recapitulated the Petitioner's request at the time of the hearing. He noted that real estate values are low in this neighborhood and these residences will be used for affordable housing. He also indicated that the proposed LULA, to cost approximately $75K, will be a straight-on, straight-off device. In response to a query from the Board, Mr. Vanko noted that the maximum vertical run for the LULA is 27'. Therefore, it would not be able to run to all floors. However, it might be able to run from the parking garage to the second floor; he will investigate and advise the Board in that regard. Finally, he also indicated that the Petitioner would be amenable to ensuring that the apartments on the first floor will be Group 2 units and that that those on the second floor will be Group 1 units.

Mr. Muehe argued that the Petitioner still had not established that the installation of a full elevator would constitute an excessive cost. He also urged that the entire building should be accessible, particularly given the overarching need for accessible housing in the area; it would provide a substantial benefit to persons with disabilities.

The Board has now considered the evidence, including the documentary submittals and the testimony of both Messrs. Vanko and Muehe. It recognizes Mr. Muehe's concerns and also acknowledges the Petitioner's amenability to ensuring that the apartments on the first floor will be Group 2 units and those on the second floor will be Group 1 units. The Board finds that the evidence is sufficiently substantial to establish such impracticability as to warrant the requested variance with the conditions noted in the Order below.

Conclusion and Order

In light of all of the foregoing, the Board votes as follows:

- to ***GRANT*** the application for relief from 521 CMR 28.1 to permit use of a LULA on the ***CONDITIONS*** that: (1) the first-floor apartments shall be designed as Group 2; (2) the second-floor apartments shall be designed as Group 1. If the LULA cannot run from the parking area to the second floor, the Petitioner shall advise the AAB as soon as possible and the Board will review the matter again based on that limitation.

A true copy attest, dated: July 26, 2021

ARCHITECTURAL ACCESS BOARD

By:

Dawn Guarriello, Chair

Patricia Mendez, Vice Chair

[2] LULAs are limited use and limited application elevators, as defined in G.L. c. 143, § 71E.

Raymond Glazier, Executive Office of Elder Affairs Designee (Not Present)

Jeffrey Dougan, Massachusetts Office on Disability Designee

Ana Julian, Member

Elizabeth Myska, Member

David Johnson, Member

Meaghan O'Brien, Member (Not Present)

A complete administrative record is on file at the office of the Architectural Access Board.

This constitutes an order of the Architectural Access Board. In accordance with G.L. c. 30A, §14 and G.L. c. 22, §13A, any person aggrieved by this decision may appeal to the Superior Court of the Commonwealth of Massachusetts within thirty (30) days of receipt of it.

Souders, Bradley (DPL)

From: Souders, Bradley (DPL)
Sent: Tuesday, July 27, 2021 9:44 AM
To: J. Peter Vanko
Subject: AAB V21-054 (8 Ashton Boston)
Attachments: AAB V21-054 (8 Ashton Boston).pdf

Good morning,

Please find attached the Notice or Decision for the above referenced case. If you require a paper copy of a Notice or Decision, you may contact me to request one, but be aware that the delivery of physical copies may be delayed.

If you have any questions please do not hesitate to get in touch with me.

Best,

Brad Souders
Office Support Specialist
Architectural Access Board
Office of Public Safety and Inspections
Division of Professional Licensure
1000 Washington Street
www.mass.gov/aab

Name	**6 Unit Residential**	**Docket #**	V 21 - 054
Address	**8 Ashton Street**	**Docket #**	C -
City	**Boston**	**Hearing**	7/12/2021
Bldg Type	Res. Condo	**Time of hearing**	**11:00 AM**
Complaint's Name		**Plans on file?**	
Complaint ?	**Variance ?**	**Request for continuance?**	
Jurisdiction:	3.2	All new construction of public buildings/facilities shall comply fully with 521 CMR.	

Building Permits: ERT1099862- Applied for, not issued (date and amount not provided)

Assessed Value: N/a new construction

Variances to be addressed:

28.1 (elevator)

On March 31, 2021, the Board received an Application for Variance for the above referenced address (see AAB 11-24)

At its April 26, 2021 meeting, the Board reviewed this as an incoming case and voted to Deny the variance request as impracticability had not been proven (see AAB 9-10)

On May 4, 2021, the Board received a Request for Adjudicatory Hearing from the Petitioner. The Petitioner also submitted a letter requesting permission to install a LULA lift. Notice of Hearing was sent to all parties (see AAB 2-8)

CHARLES D. BAKER
GOVERNOR

KARYN E. POLITO
LIEUTENANT GOVERNOR

MIKE KENNEALY
SECRETARY OF HOUSING AND ECONOMIC DEVELOPMENT

EDWARD A. PALLESCHI
UNDERSECRETARY OF CONSUMER AFFAIRS AND BUSINESS REGULATION

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

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

VARIANCE HEARING

Docket Number **V 21 054**

RE: 6 Unit Residential , 8 Ashton Street , Boston

You are hereby notified that an informal adjudicatory hearing before the Architectural Access Board has been scheduled for you to appear on Monday, **July 12, 2021** at **11:00 AM**
Remote meeting information will be sent out prior to the hearing date.

This hearing is upon an application for variance filed by: J. Peter Vanko for modification of or substitution of the following Rules and Regulations: See Application
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

Dawn Granville WJ

Chairperson

Date: June 22, 2021

cc: Local Building Inspector
Independent Living Center
Local Disability Commission

Souders, Bradley (DPL)

From: Souders, Bradley (DPL)
Sent: Tuesday, June 22, 2021 1:34 PM
To: J. Peter Vanko
Subject: RE: 6 Unit Residential, 8 Ashton Street, Boston (V21-054) - Notice of Hearing

Teams info for 7/12/2021 V21-054 hearing:

Microsoft Teams meeting

Join on your computer or mobile app
Click here to join the meeting
Or call in (audio only)
+1 857-327-9245,,917045277# United States, Boston
Phone Conference ID: 917 045 277#
Find a local number | Reset PIN
Learn More | Meeting options

Best,

Bradley Souders
Office Support Specialist II
Architectural Access Board
Office of Public Safety and Inspections
Division of Professional Licensure
1000 Washington Street, Suite 710
Boston, MA 02118
O: 617-826-5256
M: 857-289-5276

From: Souders, Bradley (DPL)
Sent: Tuesday, June 22, 2021 1:32 PM
To: J. Peter Vanko <jpetervanko@vankostudio.com>
Subject: 6 Unit Residential, 8 Ashton Street, Boston (V21-054) - Notice of Hearing

Good afternoon,

Please find attached an electronic copy of the Notice of Hearing for the above referenced case. The hearing is scheduled for 11:00 AM on July 12, 2021. Due to the extension of the COVID-19 provision allowing remote meetings, the hearing will be conducted remotely via Microsoft Teams. The join link and call-in number for the remote meeting can be found below. Please let me know if you have any questions.

Best,

Bradley Souders

Office Support Specialist II
Architectural Access Board
Office of Public Safety and Inspections
Division of Professional Licensure
1000 Washington Street, Suite 710
Boston, MA 02118
O: 617-826-5256
M: 857-289-5276

Souders, Bradley (DPL)

From: J. Peter Vanko <jpetervanko@vankostudio.com>
Sent: Tuesday, May 4, 2021 4:09 PM
To: Souders, Bradley (DPL)
Subject: RE: 6 Unit Residential, 8 Ashton Street, Boston (V21-054) - Notice of Action
Attachments: 8 Ashton_MAAB_Appeal.pdf

Follow Up Flag: Follow up
Flag Status: Completed

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.

Good afternoon Brad,
Please see attached Adjudicatory Appeal request for the subject property.
Thank you,
Peter

J PETER VANKO//
AIA, NCARB, LEED BD+C
o 617.502.1120 c 857.294.1727
WWW.VANKOSTUDIO.COM

The information transmitted is intended only for the person or entity to which it is addressed and may contain confidential and/or privileged material and may be subject to attorney client privilege, and exempt from disclosure under applicable law. Any review, retransmission, dissemination, copying or other use of, or taking of any action in reliance upon, this communication by persons or entities other than the intended recipient is prohibited. If you receive this in error, please contact the sender by reply email and delete the material from any computer.

From: Souders, Bradley (REG) <bradley.souders@state.ma.us>
Sent: Wednesday, April 28, 2021 1:19 PM
To: J. Peter Vanko <jpetervanko@vankostudio.com>
Subject: 6 Unit Residential, 8 Ashton Street, Boston (V21-054) - Notice of Action

Good afternoon,

Due to the current State of Emergency and to permit its staff to work remotely, all notices and decisions of the Architectural Access Board will be sent electronically for the duration of the current COVID-19 outbreak. If you require a paper copy of a Notice or Decision, you may contact me to request one, but be aware that the delivery of physical copies may be delayed.

If you wish to appeal the decision made in this case, you can fill out and send in an Adjudicatory Hearing Request form available here.

If you have any questions please do not hesitate to get in touch with me.

Best,

Brad Souders
Office Support Specialist
Architectural Access Board
Office of Public Safety and Inspections
Division of Professional Licensure
1000 Washington Street
www.mass.gov/aab

CHARLES D. BAKER
GOVERNOR

KARYN E. POLITO
LIEUTENANT GOVERNOR

MIKE KENNEALY
SECRETARY OF HOUSING AND ECONOMIC DEVELOPMENT

EDWARD A. PALLESCHI
UNDERSECRETARY OF CONSUMER AFFAIRS AND BUSINESS REGULATION

DIANE M. SYMONDS
COMMISSIONER, DIVISION OF PROFESSIONAL LICENSURE

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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

Docket Number: _____
(Staff Use Only)

REQUEST FOR ADJUDICATORY HEARING

RE: J. Peter Vanko, 8 Ashton Street, Boston, MA
(Name and address of building as appearing on application for variance)

I, J. Peter Vanko, 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) 28.1 Elevator 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: 5/3/2021

Signature

PLEASE PRINT:

J. Peter Vanko
Name

407 Dudley St, #8
Address

Boston MA 02119
City/Town State Zip Code

jpetervanko@vankostudio.com
E-mail

617-502-1120
Telephone

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

VARIANCE DECISION APPEAL

RE: 8 ASHTON

MAY 3, 2021

To Whom It May Concern,

We are in receipt of your denial and understand we have not demonstrated impracticability. We intended to demonstrate impracticability based upon excessive cost of the elevator without any substantial benefit to persons with disabilities.

It is our intention to create accessible units as required by law. All 6 units will be accessible (Type 1 Dwelling Units), accessed from accessible common lobby and corridors. As the Board must be aware, small projects are unable to absorb the high cost of an elevator. In this case, A $1.8M building would be forced to absorb a $200K elevator, which is over 10% of the entire building budget. Unfortunately, this becomes a project-stopper, and likely prohibits our client from creating the much-needed housing in this struggling neighborhood.

If The Board is willing to entertain a solution, we wish to propose a LULA lift within the building rather than wheelchair lift as originally proposed. A LULA lift can be financially absorbed – just 2% of the building budget - while still providing access to upper-level accessible units. We believe this solution requires minor sacrifices in speed when compared to a costly elevator, but is negligible in a low-rise, 3-story building such as this.

For this, we request The Board reconsider our basis for variance request based upon impracticability, understanding it is largely financial and without consequence to overall accessibility. Additionally, we request The Board consider our proposal for LULA lift in lieu of a wheelchair lift.

Regards,

J. Peter Vanko AIA, LEED, NCARB
MA RA# 31446



CHARLES D. BAKER
GOVERNOR

KARYN E. POLITO
LIEUTENANT GOVERNOR

MIKE KENNEALY
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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

Docket Number **V 21 054**

NOTICE OF ACTION

RE: 6 Unit Residential, 8 Ashton Street, Boston

1. A request for a variance was filed with the Board by J. Peter Vanko (Applicant) on March 31, 2021
The applicant has requested variances from the following sections of the Rules and Regulations of the Board:

Section:	Description:
28.1	Elevator

2. The application was heard by the Board as an incoming case on Monday, April 26, 2021

3. After reviewing all materials submitted to the Board, the Board voted as follows:

DENY the request for relief from 28.1 as *impracticability* (as defined in 521 CMR 5) has not been proven for this request.

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: April 28, 2021

Dawn Guarnaccio WJ
Chairperson
ARCHITECTURAL ACCESS BOARD

cc: Local Disability Commission
Local Building Inspector

Souders, Bradley (DPL)

From: Souders, Bradley (DPL)
Sent: Wednesday, April 28, 2021 1:19 PM
To: jpetervanko@vankostudio.com
Subject: 6 Unit Residential, 8 Ashton Street, Boston (V21-054) - Notice of Action
Attachments: 6 Unit Residential, 8 Ashton Street, Boston (V21-054) - Notice of Action.pdf

Good afternoon,

Due to the current State of Emergency and to permit its staff to work remotely, all notices and decisions of the Architectural Access Board will be sent electronically for the duration of the current COVID-19 outbreak. If you require a paper copy of a Notice or Decision, you may contact me to request one, but be aware that the delivery of physical copies may be delayed.

If you wish to appeal the decision made in this case, you can fill out and send in an Adjudicatory Hearing Request form available here.

If you have any questions please do not hesitate to get in touch with me.

Best,

Brad Souders
Office Support Specialist
Architectural Access Board
Office of Public Safety and Inspections
Division of Professional Licensure
1000 Washington Street
www.mass.gov/aab

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APPLICATION FOR VARIANCE

Docket: V21-054
(Staff Only)

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) **Please ensure that attached documents are no larger than 11" x 17".**
4) **Sign the Application.**
5) **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.**
6) **Burn copies of the application and all attached documents onto a Compact Disc (CD or DVD only, no flash drives will be accepted).**
7) **Provide full copies of the application and all attached documentation, on both Paper and CD/DVD to the:**
   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.)**
8) **Provide to the Board:**
   a. **A completed copy of the application and all attached documents,**
   b. **A copy of the CD/DVD,**
   c. **The completed, signed, and notarized Service Notice (included as Page 5 of this application).**
   d. **A check or money order in the amount of $50 dollars, made out to the Commonwealth of Massachusetts.**

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:

8 Ashton Street

Boston, MA 02124

2. State the name and address of the **owner** of the building/facility:
   Solmon Chowdhury, Owner of Shanti Acquisition LLC.
   51 Hutchings Street, Dorchester MA 02121
   E-mail: solmon.chowdhury@gmail.com
   Telephone: (617) 438-2399

3. Describe the facility (i.e. number of floors, type of functions, use, etc.):
   6 Unit multi-family building, 3 floors over parking garage (partially below grade).
   First floor is fully accessible and served by accessible route. Two accessible units on the first floor.

4. Total square footage of the building: 10,739 GROSS SF Per floor: F1 - 2,985, F2 - 2,672, F3&F4 - 2,541

   a. total square footage of tenant space (if applicable): _____

5. Check the work performed or to be performed:
   X New Construction ___ Addition
   ___ Reconstruction/Remodeling/Alteration ___ Change of Use

6. Briefly describe the extent and nature of the work performed or to be performed (use additional sheets if necessary):
   1. Construct new 6 unit multi-family building with 3 floors over parking garage
   2. Provide (2) accessible units

7. Are you seeking temporary relief? Yes ○ No ◉
   a. If temporary relief if sought, what is the proposed deadline?
   _____

8. State each section of the Architectural Access Board's Regulations (521 CMR) for which a variance is being requested
   (Please note the Board will NOT consider requests for relief from Section 3, please list the specific items triggered by Section 3 where relief is being sought):

SECTION NUMBER	LOCATION OR DESCRIPTION
28.1	Passenger Elevator

If requesting relief to 5 or more sections, use the Large Variance Tally Sheet available on the "Forms and Applications" page of the Board's website (http://www.mass.gov/aab)

9. Is the building historically significant? ◯ yes ◉ no. **If no, go to number 10.**

9a. 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 registered historic district
_____ Listed in the State Register of Historic Places
_____ Eligible for listing

9b. 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, 220 Morrissey Boulevard, Boston, MA 02125.

10. For each variance requested, state in detail the reasons why compliance with the Board's regulations is impracticable *(use additional sheets if necessary)*, including but not limited to: the necessary cost of the work required to achieve compliance with the regulations (i.e. written cost estimates); and plans justifying the cost of compliance.

1. Elevator footprint and override would greatly impact accessible units.
2. The nature of the site prohibits all common elements to be on a single level.
3. In lieu of an elevator, the proponent will provide an incline lift connecting fully accessible route on the Level 1 with the parking garage.

11. Which section of the Board's Jurisdiction *(see Section 3 of the Board's Regulations)* has been triggered?
3.2 ◉ 3.3.1a ◯ 3.3.1b ◯ 3.3.2 ◯ 3.4 ◯ Other (List Section) _____

12. 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:

Permit #	**Date of Issuance**	**Value of Work**
ERT1099862 - applied for, not issued		

(Use additional sheets if necessary.)

13. List the anticipated construction cost for any work not yet permitted:
_____

14. Has a certificate of occupancy been issued for the facility? Yes ◯ No ◉
If yes, state the date it was issued: _____

15. To the best of your knowledge, has a complaint ever been filed on this building relative to accessibility? Yes ◯ No ◉
a. If so, list the AAB docket number of the complaint _____

16. For existing buildings, state the actual assessed valuation of the **BUILDING ONLY,** as recorded in the **Assessor's Office** of the municipality in which the building is located:
_____
Is the assessment at 100%? _____
If not, what is the town's current assessment ratio?_____

17. State the phase of design or construction of the facility as of the date of this application:

Permitting

18. 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:

J.Peter Vanko of Vanko Studio Architects

407 Dudley Street, Suite 8, Boston, MA 02119

E-mail: jpetervanko@vankostudio.com

Telephone: (857) - 294-1727

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

Jordi Segales-Perez of Boston Inspection Services

1010 Massachusetts Avenue, 5th Floor, Boston, MA 02118

E-mail: jordi.segalesperez@boston.gov

Telephone: (617) 961-3280

Date: 1/6/2021



Signature of owner or authorized agent *(required)*

PLEASE PRINT:

J. Peter Vanko

Name

Vanko Studio Architects

Organization (If Applicable)

407 Dudley Street

Address

Suite 8

Address 2 (optional)

Boston	MA	02119
City/Town	State	Zip Code

jpetervanko@vankostudio.com

E-mail

(857) 294 - 1727

Telephone

SERVICE NOTICE

I, J.Peter Vanko (name), as architect (relationship to the applicant)

for the Petitioner Solmon Chowdhury, Owner of Shanti Acquisition LLC. (name of the applicant) submit a variance application filed with the Massachusetts Architectural Access Board on 1/7/2021 (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:

	NAME AND ADDRESS OF PERSON OR AGENCY SERVED	METHOD OF SERVICE	DATE OF SERVICE
1 **Building Department**	Boston Inspectional Services Attn: Commissioner Segales-Perez 1010 Massachusetts Avenue Boston, MA 02118		
2 **Local Commission on Disability** (If Applicable)	Mayor's Commission for Persons with Disabilities Boston City Hall - Room 966 Boston, MA 02201		
3 **Independent Living Center**	Boston Center for Independent Living 60 Temple Place, Fifth Floor Boston, MA 02111		

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

_____

Signature: Appellant or Petitioner

On the _____ Day of _____ 20 _____
PERSONALLY APPEARED BEFORE ME THE ABOVE NAMED

_____

(Type or Print the Name of the Appellant)

_____ _____

NOTARY PUBLIC **MY COMMISSION EXPIRES**

ABBREVIATIONS



VANKO STUDIO ARCHITECTS
67 DUDLEY STREET, SUITE #1
BOSTON, MA 02115
617.502.1120

ZONING INFORMATION - 8 ASHTON STREET							ZONING DISTRICT - GREATER MATTAPAN NEIGHBORHOOD ZONING SUBDISTRICT - 3F-4000 ARTICLE - 60 OVERLAYS - NONE						
	USE	MAX FAR	BUILDING HEIGHT	LOT SIZE	LOT SIZE PER DW. UNIT	LOT REQ'D FOR EA ADD DW. UNIT	OPEN SPACE PER DW. UNIT	LOT WIDTH	LOT FRONTAGE	FRONT YARD	SIDE YARD	REAR YARD	PARKING
ZONING	3 FAMILY	0.8	3 ST 35'-0"	6,000 SF	6,000 SF FOR 1 OR 2 UNITS	3,000 SF	600 SF	45'-0"	45'-0"	10'-0"	7'-0"	30'-0"	1/DU
EXISTING	VACANT LAND	-	-	5,100 SF	-	-	-	60'-0"	60'-0"	-	-	-	-
PROPOSED	MFR	1.39 5,100 (LAND) 8,089 (BUILDING)	3 ST 35'-0"	5,100 SF	5,100 SF FOR 2 UNITS	0 SF FOR 4 ADD UNITS	391 SF (2,250 SF TOTAL)	60'-0"	60'-0"	5'-0"	7'-0" 7'-0"	9'-0"	1/DU (6 SPOTS TOTAL)
VIOLATIONS	FORBIDDEN USE	EXCESSIVE FAR	EXCESSIVE BUILDING HEIGHT	INSUFFICIENT LOT SIZE	INSUFFICIENT LOT SIZE	INSUFFICIENT LOT SIZE	INSUFFICIENT OPEN SPACE	COMPLIES	COMPLIES	INSUFFICIENT FRONT YARD	COMPLIES	INSUFFICIENT REAR YARD	COMPLIES

MAAB VARIANCE REVIEW

8 ASHTON STREET, BOSTON, MA 02124



4 SIDE VIEW



3 FRONT VIEW



2 AERIAL VIEW 2



1 AERIAL VIEW

PROJECT NAME
MAAB VARIANCE REVIEW

PROJECT ADDRESS
8 ASHTON STREET, BOSTON, MA 02134

PROJECT PHASE
ZONING

ARCHITECT
VANKO STUDIO ARCHITECTS
407 DUDLEY STREET, SUITE #1
BOSTON, MA 02119
617.522.1122

CONSULTANT(S)

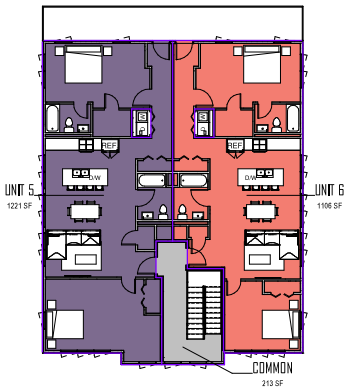
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No. 31446

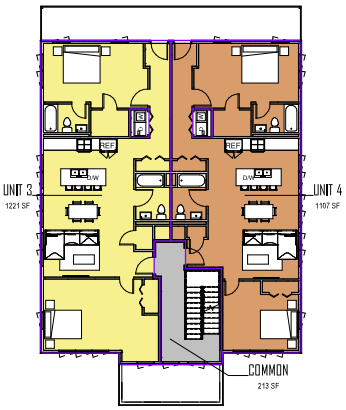
SHEET NAME
3D VIEWS AND DIAGRAMS

SHEET USE
DATE 9/2/2020
SCALE
REVISION
REV ISSUE

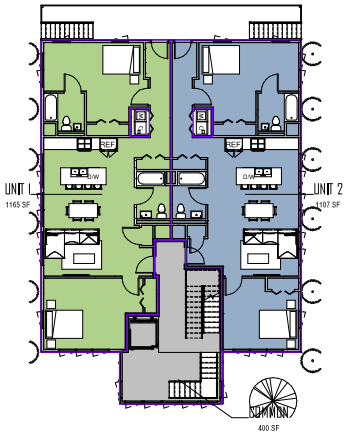
A001



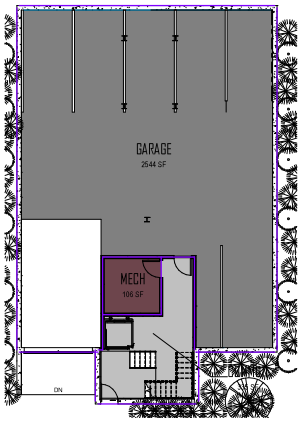
03 - LEVEL 3



02 - LEVEL 2



01 - LEVEL 1



00 - BASEMENT

FAR AREA SUMMARY

LEVEL	NAME	AREA
00 - BASEMENT		
00 - BASEMENT	COMMON	235 SF
		235 SF
01 - LEVEL 1		
01 - LEVEL 1	COMMON	400 SF
01 - LEVEL 1	UNIT 1	1165 SF
01 - LEVEL 1	UNIT 2	1107 SF
		2671 SF
02 - LEVEL 2		
02 - LEVEL 2	COMMON	213 SF
02 - LEVEL 2	UNIT 3	1221 SF
02 - LEVEL 2	UNIT 4	1107 SF
		2541 SF
03 - LEVEL 3		
03 - LEVEL 3	COMMON	213 SF
03 - LEVEL 3	UNIT 5	1221 SF
03 - LEVEL 3	UNIT 6	1106 SF
		2541 SF
		8469 SF

GROSS AREA SUMMARY

NAME	AREA	BEDS	BATHS
00 - BASEMENT			
COMMON	235 SF		
GARAGE	2544 SF		
MECH	106 SF		
01 - LEVEL 1			
COMMON	400 SF		
UNIT 1	1165 SF	2	2
UNIT 2	1107 SF	2	2
02 - LEVEL 2			
COMMON	213 SF		
UNIT 3	1221 SF	2	2
UNIT 4	1107 SF	2	2
03 - LEVEL 3			
COMMON	213 SF		
UNIT 5	1221 SF	2	2
UNIT 6	1106 SF	2	2
	10729 SF	12	12

PROJECT NAME
MAAB VARIANCE REVIEW

PROJECT ADDRESS
8 ASHTON STREET, BOSTON, MA 02134

PROJECT PHASE
ZONING

ARCHITECT
YANKO STUDIO ARCHITECTS
407 DUDLEY STREET, SUITE #8
BOSTON, MA 02119
617.562.1120

CONSULTANT(S)

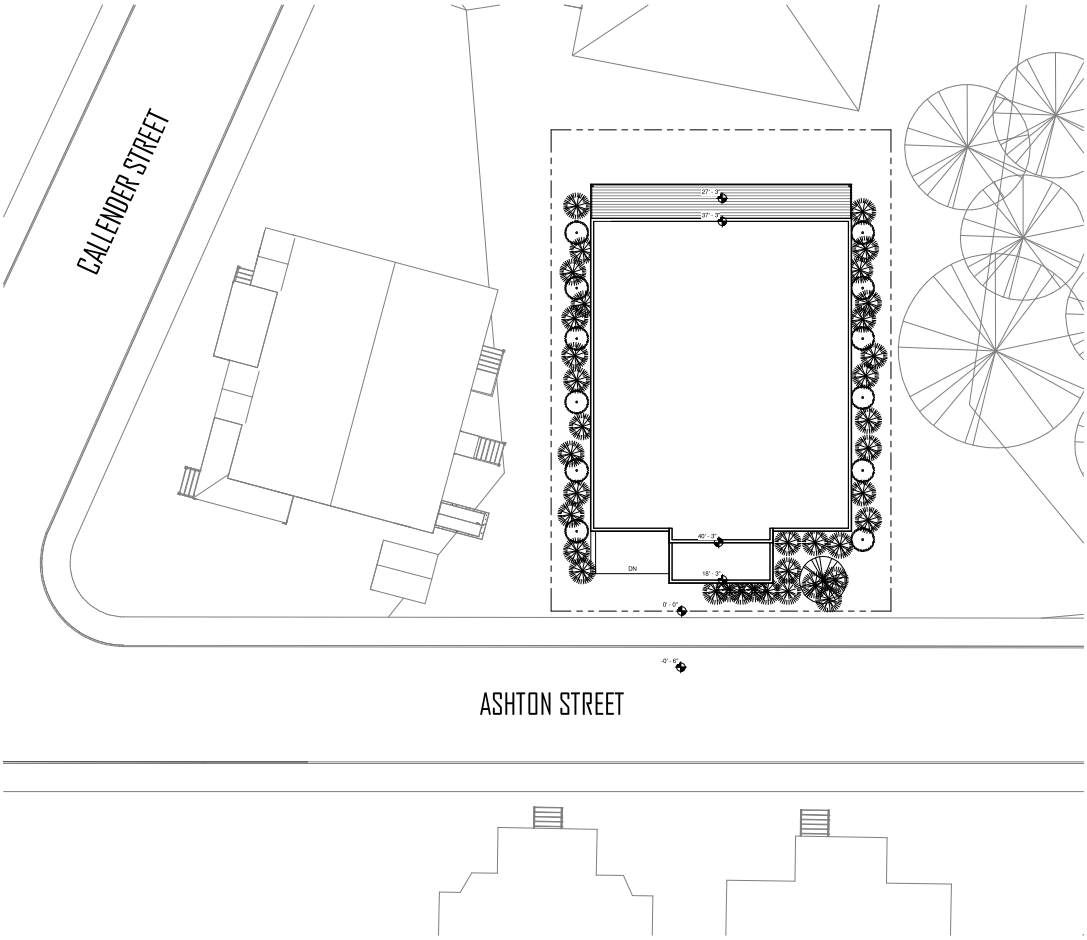
APPROVALS

REGISTERED PROFESSIONAL

SHEET NAME
AREA PLANS

SHEET USE
DATE 9/2/2020
SCALE 1/8" = 1'-0"
REVISION
REV ISSUE

A005



PROJECT NAME
MAAB VARIANCE REVIEW

PROJECT ADDRESS
9 ASHTON STREET, BOSTON, MA 02134

PROJECT PHASE
ZONING

ARCHITECT
VANKO STUDIO ARCHITECTS
407 DUDLEY STREET, SUITE #1
BOSTON, MA 02119
617.562.1120

CONSULTANT(S)

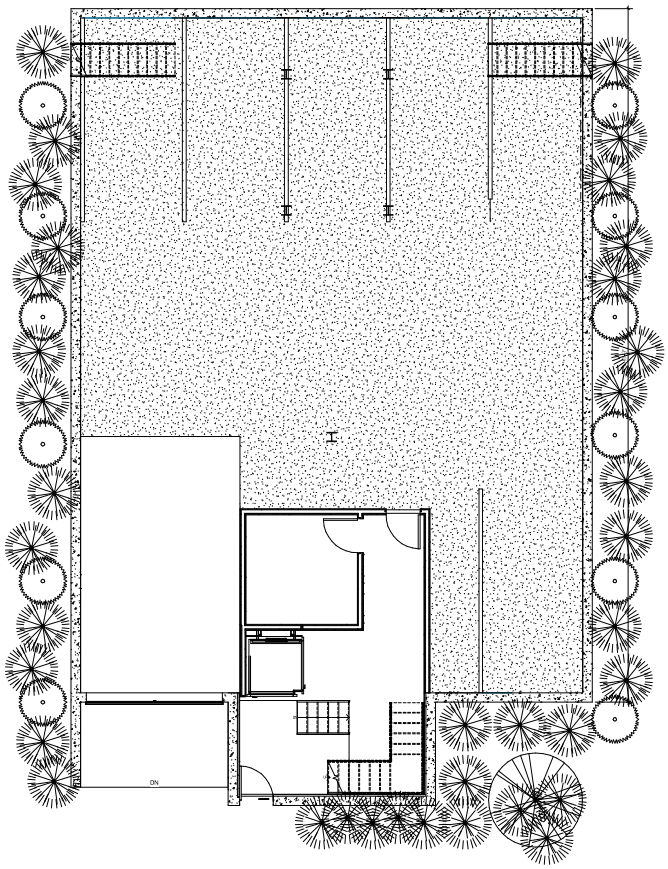
APPROVALS

REGISTERED PROFESSIONAL

SHEET NAME
ARCHITECTURAL SITE PLAN

SHEET USE
DATE 9/22/2020
SCALE 1/8" = 1'-0"
REVISION
REV ISSUE

A100



1 00 - BASEMENT
1/8" = 1'-0"

PROJECT NAME
MAAB VARIANCE REVIEW

PROJECT ADDRESS
8 ASHTON STREET, BOSTON, MA 02134

PROJECT PHASE
ZONING

ARCHITECT
VANKO STUDIO ARCHITECTS
407 DUDLEY STREET, SUITE #1
BOSTON, MA 02119
617.562.1120

CONSULTANT(S)

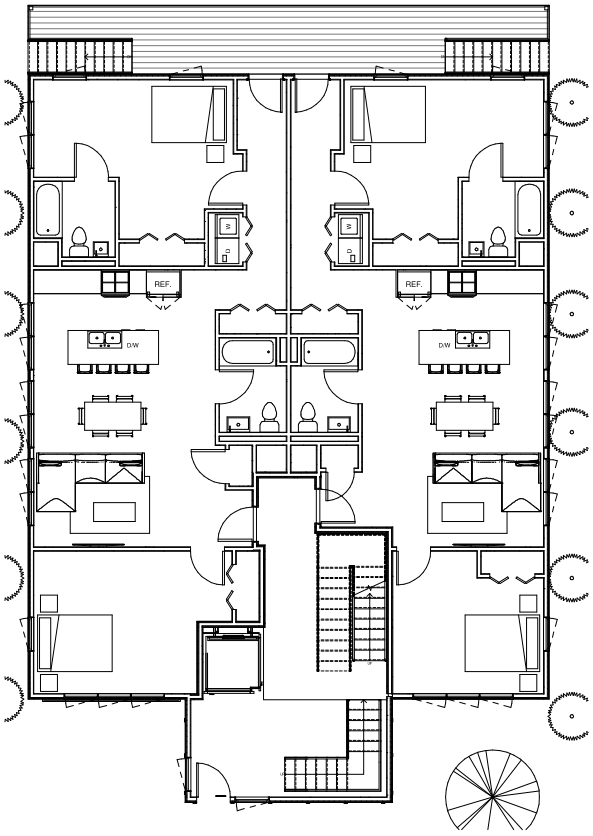
APPROVALS

REGISTERED PROFESSIONAL

SHEET NAME
BASEMENT FLOOR PLAN

SHEET USE
DATE 9/2/2020
SCALE 1/4" = 1'-0"
REVISION
REV ISSUE

A101



01 - LEVEL 1
1/4" = 1'-0"

PROJECT NAME
MAAB VARIANCE REVIEW

PROJECT ADDRESS
9 ASHTON STREET, BOSTON, MA 02134

PROJECT PHASE
ZONING

ARCHITECT
VANKO STUDIO ARCHITECTS
407 DUDLEY STREET, SUITE #1
BOSTON, MA 02119
617.522.1122

CONSULTANT(S)

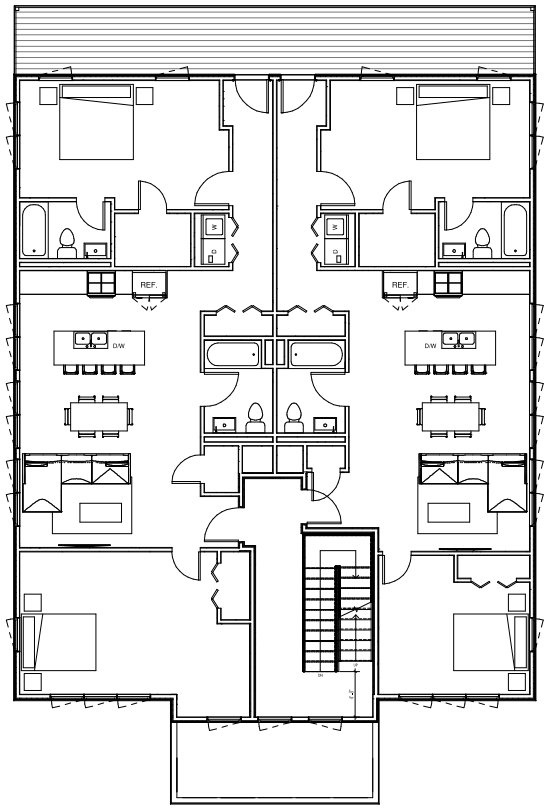
APPROVALS

REGISTERED PROFESSIONAL

SHEET NAME
LEVEL 1 FLOOR PLAN

SHEET USE
DATE 9/22/2020
SCALE 1/4" = 1'-0"
REVISION
REV ISSUE

A102



1 02 - LEVEL 2
1/4" = 1'-0"

PROJECT NAME
MAAB VARIANCE REVIEW

PROJECT ADDRESS
8 ASHTON STREET, BOSTON, MA 02134

PROJECT PHASE
ZONING

ARCHITECT
VANKO STUDIO ARCHITECTS
407 DUDLEY STREET, SUITE #1
BOSTON, MA 02119
617.562.1120

CONSULTANT(S)

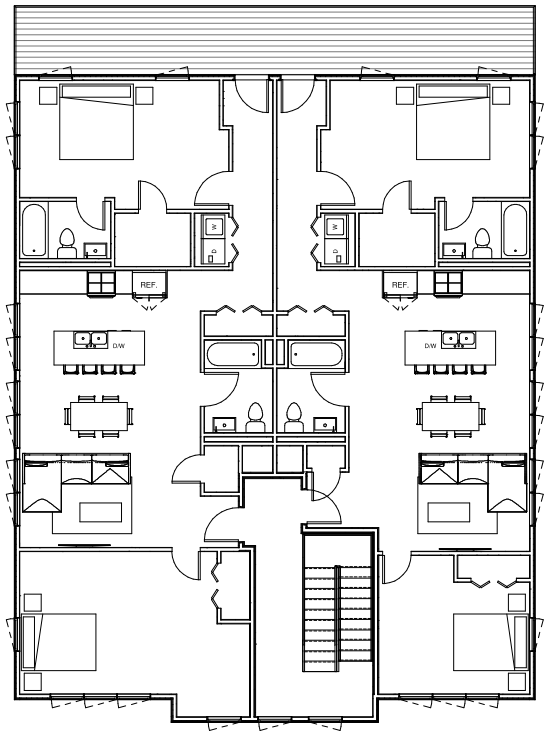
APPROVALS

REGISTERED PROFESSIONAL

SHEET NAME
LEVEL 2 FLOOR PLAN

SHEET USE
DATE 9/2/2020
SCALE 1/4" = 1'-0"
REVISION
REV ISSUE

A103



1 03 - LEVEL 3
1/4" = 1'-0"

PROJECT NAME
MAAB VARIANCE REVIEW

PROJECT ADDRESS
8 ASHTON STREET, BOSTON, MA 02134

PROJECT PHASE
ZONING

ARCHITECT
VANKO STUDIO ARCHITECTS
407 DUDLEY STREET, SUITE #1
BOSTON, MA 02119
617.562.1120

CONSULTANT(S)

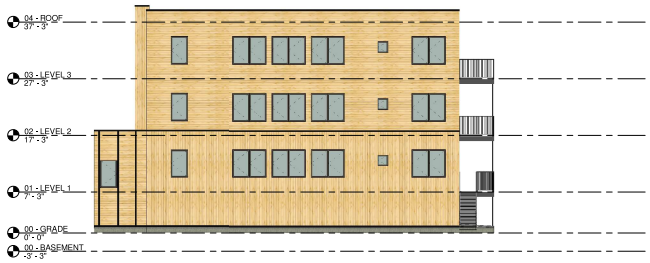
APPROVALS

REGISTERED PROFESSIONAL

SHEET NAME
LEVEL 3 FLOOR PLAN

SHEET USE
DATE 9/22/2020
SCALE 1/4" = 1'-0"
REVISION
REV ISSUE

A104



4 EAST
1/8" = 1'-0"



3 NORTH
1/8" = 1'-0"



2 WEST
1/8" = 1'-0"



1 SOUTH
1/8" = 1'-0"

PROJECT NAME
MAAB VARIANCE REVIEW

PROJECT ADDRESS
8 ASHTON STREET, BOSTON, MA 02134

PROJECT PHASE
2019 05

ARCHITECT
VANKO STUDIO ARCHITECTS
407 DUDLEY STREET, SUITE #1
BOSTON, MA 02119
617.522.1122

CONSULTANT(S)

APPROVALS

REGISTERED PROFESSIONAL

SHEET NAME
ELEVATIONS

SHEET USE

DATE	9/2/2020
SCALE	1/8" = 1'-0"
REVISION	
REV ISSUE	

A201

COMMONWEALTH OF MASSACHUSETTS

SUFFOLK, ss. **ARCHITECTURAL ACCESS BOARD**
Docket No. V21-054

In re	)
	)
6 Unit Residential	)
8 Ashton Street	)
Boston	)
	)

BOARD DECISION

Procedural History

This matter is before the Architectural Access Board ("AAB" or "Board") based on an Application for Variance received on or about March 31, 2021, pursuant to 521 CMR 4.00, and submitted by J. Peter Vanko, AIA, authorized representative for Solmon Chowdhury, owner of Shanti Acquisition LLC (the "Petitioner"). The application requests a variance from the requirements of 521 CMR 28.1 (vertical access).

The Board initially addressed the matter on April 26, 2021 at which time it voted to deny the application, finding that the Petitioner had not established impracticability. The written Notice of Action was issued on April 28, 2021. The Petitioner submitted a request for adjudicatory hearing on or about May 3, 2021. The Board granted the request with written notice thereof issued on June 22, 2021.

The hearing was held on July 12, 2021, in accordance with G.L. c. 30A, §§ 10 and 11; 801 CMR 1.02 *et seq.*; and 521 CMR 4.00.[1] All interested parties were provided with an opportunity to testify and present evidence to the Board. Mr. Vanko appeared on the Petitioner's behalf at that time. Michael Muehe, access analyst for the Boston Center for Independent Living, also appeared. The witnesses were sworn in by the Board Chair. The instant decision now memorializes the votes taken at that time.

Applicable Laws & Regulations

Pursuant to 521 CMR 3.2 [New Construction], "[a]ll new construction of *public buildings/facilities* shall comply fully with 521 CMR."

521 CMR 20.2 addresses the location of accessible routes, directing that, "[w]ithin 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." "At least one

[1] Due to the Governor's executive order arising from the COVID-19 pandemic, the hearing was held online via the Microsoft Teams platform.

accessible route shall connect *accessible buildings*, *facilities*, *elements* and *spaces* that are on the same *site*." 521 CMR 20.2.1.

Pursuant 521 CMR 28.1, "[i]n all multi-*story buildings* and *facilities*, each level including *mezzanines*, shall be served by a passenger elevator. If more than one elevator is provided, each passenger elevator shall comply with 521 CMR 28. *Accessible* elevators shall be on an *accessible route* and located within the *space* with which it is intended to serve."

Exhibits

The following documentation was entered into evidence:

Exhibit 1: Board Packet AAB 1-24, including the Application for Variance, all correspondence, photographs and plans submitted.
Exhibit 2: Additional specification and plans provided at the hearing (submitted thereafter).

Factual Findings

The following findings of fact and conclusions of law are supported by substantial evidence, based on the credited testimony of the witnesses, documents admitted into evidence and AAB records. G.L. c. 30A, § 11(2), § 14(7).

1) The new building on site will house six residential units distributed through three floors above a partially below-grade parking garage. AAB 12.
2) The building will have an area of 10,739 ft² with 2,985 ft² in the garage, 2,672 ft² on the first floor and 2,541 ft² on each of the upper two stories. AAB 12, 18.
3) The anticipated construction costs are estimated at $1.8. AAB 8.

Discussion

The Board's jurisdiction is established pursuant to 521 CMR 3.2 which states that "[a]ll new construction of *public buildings/facilities* shall comply fully with 521 CMR." Because the project is a new construction, it must be brought into full compliance with the applicable requirements of 521 CMR. The Petitioner concedes the Board's jurisdiction.

However, pursuant to 521 CMR 4.1, an "owner or an owner's representative or tenant who thinks that full compliance with 521 CMR is *impracticable* may apply to the *Board* for a *variance* from 521 CMR." Impracticability is defined to mean either that compliance with 521 CMR "would be technologically unfeasible" or that it would "result in excessive and unreasonable costs without any substantial benefit to persons with disabilities." 521 CMR 5.00.

The project will construct a six-unit multi-family building with three floors over a partially below-grade parking garage. The Petitioner seeks a variance from the requirement to include an elevator to all floors, arguing that: (1) the elevator footprint and override would negatively impact the availability of accessible units; and (2) the nature of the site prohibits all common elements to be on a single level. In lieu of an elevator, the Petitioner originally offered to provide an incline lift providing a fully accessible route from the parking garage to the first level of apartments.

The Petitioner asserts that, at approximately $180K, an elevator would constitute an excessive cost at over 10% of the entire building budget; this would prevent it from constructing much-needed housing in this neighborhood. Subsequent to its original proposal, the Petitioner now proposes to install a LULA[2] which would constitute only 2% of the total construction budget while still providing access to the accessible units located on the first floor.

Mr. Vanko recapitulated the Petitioner's request at the time of the hearing. He noted that real estate values are low in this neighborhood and these residences will be used for affordable housing. He also indicated that the proposed LULA, to cost approximately $75K, will be a straight-on, straight-off device. In response to a query from the Board, Mr. Vanko noted that the maximum vertical run for the LULA is 27'. Therefore, it would not be able to run to all floors. However, it might be able to run from the parking garage to the second floor; he will investigate and advise the Board in that regard. Finally, he also indicated that the Petitioner would be amenable to ensuring that the apartments on the first floor will be Group 2 units and that that those on the second floor will be Group 1 units.

Mr. Muehe argued that the Petitioner still had not established that the installation of a full elevator would constitute an excessive cost. He also urged that the entire building should be accessible, particularly given the overarching need for accessible housing in the area; it would provide a substantial benefit to persons with disabilities.

The Board has now considered the evidence, including the documentary submittals and the testimony of both Messrs. Vanko and Muehe. It recognizes Mr. Muehe's concerns and also acknowledges the Petitioner's amenability to ensuring that the apartments on the first floor will be Group 2 units and those on the second floor will be Group 1 units. The Board finds that the evidence is sufficiently substantial to establish such impracticability as to warrant the requested variance with the conditions noted in the Order below.

Conclusion and Order

In light of all of the foregoing, the Board votes as follows:

- to ***GRANT*** the application for relief from 521 CMR 28.1 to permit use of a LULA on the ***CONDITIONS*** that: (1) the first-floor apartments shall be designed as Group 2; (2) the second-floor apartments shall be designed as Group 1. If the LULA cannot run from the parking area to the second floor, the Petitioner shall advise the AAB as soon as possible and the Board will review the matter again based on that limitation.

A true copy attest, dated: July 26, 2021

ARCHITECTURAL ACCESS BOARD

By:

Dawn Guarriello, Chair

Patricia Mendez, Vice Chair

[2] LULAs are limited use and limited application elevators, as defined in G.L. c. 143, § 71E.

Raymond Glazier, Executive Office of Elder Affairs Designee (Not Present)

Jeffrey Dougan, Massachusetts Office on Disability Designee

Ana Julian, Member

Elizabeth Myska, Member

David Johnson, Member

Meaghan O'Brien, Member (Not Present)

A complete administrative record is on file at the office of the Architectural Access Board.

This constitutes an order of the Architectural Access Board. In accordance with G.L. c. 30A, §14 and G.L. c. 22, §13A, any person aggrieved by this decision may appeal to the Superior Court of the Commonwealth of Massachusetts within thirty (30) days of receipt of it.