

Form# P04

# DISPLAY THIS CARD ON PRINCIPAL FRONTAGE OF WORK CITY OF PORTLAND

## BUILDING INSPECTION PERMIT

Please Read  
Application And  
Notes, If Any,  
Attached

PERMIT ISSUED  
Permit Number: 060050  
FEB - 6 2006  
CITY OF PORTLAND

This is to certify that MINISTER KRISTINA / Work Construction  
has permission to Moving non load bearing walls to make kitchen  
AT 101 NORTH ST 015 E014004

provided that the person or persons who apply for and accept this permit shall comply with all of the provisions of the Statutes of the State and of the Ordinances of the City of Portland regulating the construction, maintenance and use of buildings and structures, and of the application on file in this department.

Apply to Public Works for street line and grade if nature of work requires such information.

Notification of inspection must be given and when permission is procured before this building or part thereof is altered or service is closed-in. 4 HOUR NOTICE REQUIRED.

A certificate of occupancy must be procured by owner before this building or part thereof is occupied.

**OTHER REQUIRED APPROVALS**  
Fire Dept. \_\_\_\_\_  
Health Dept. \_\_\_\_\_  
Appeal Board \_\_\_\_\_  
Other \_\_\_\_\_  
Department Name \_\_\_\_\_

*[Signature]* 2/2/06  
Director - Building & Inspection Services

**PENALTY FOR REMOVING THIS CARD**

**City of Portland, Maine - Building or Use Permit Application**  
 389 Congress Street, 04101 Tel: (207) 874-8703, Fax: (207) 874-8716

Permit No: 06-0050	Issued Date: <b>PERMIT ISSUED</b> FEB - 10 2006	City: 015 E014004
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<b>Location of Construction:</b> 101 NORTH ST	<b>Owner Name:</b> MINISTER KRISTINA	<b>Owner Address:</b> 101 NORTH ST # 4	<b>Phone:</b>
<b>Business Name:</b>	<b>Contractor Name:</b> Wood Construction	<b>Contractor Address:</b> P O Box 6417 Scarborough	<b>Phone:</b> 2078839911
<b>Lessee/Buyer's Name</b>	<b>Phone:</b>	<b>Permit Type:</b> Alterations - Multi Family	<b>Zone:</b> R-6

<b>Past USE:</b> Multi family (Condo) - legal 5 residential condos #02-1398	<b>Proposed Use:</b> Multi family (Condo) moving non load bearing wall to make kitchen larger in unit #4	<b>Permit Fee:</b>	<b>Cost of Work:</b>	<b>CEO District:</b>
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<b>Proposed Project Description:</b> Moving non load bearing wall to make kitchen larger in unit #4	<b>FIRE DEPT:</b> <input type="checkbox"/> Approved <input type="checkbox"/> Denied A	<b>Use Group:</b> R-1 <b>Type:</b> 05 IBC 2003
	<b>Sig:</b> [Signature]	<b>Signature:</b> [Signature]

<b>Signature:</b>	<b>Date:</b>
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<b>Permit Taken By:</b> dmartin	<b>Date Applied For:</b> 01/10/2006	<b>Zoning Approval</b>		
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1.  2. Building permits do not include plumbing, septic or electrical work.  3. Building permits are void if work is not started within six (6) months of the date of issuance. False information may invalidate a building permit and stop all work..	<b>Special Zone or Reviews</b> <input type="checkbox"/> Shoreland <input type="checkbox"/> Wetland <input type="checkbox"/> Flood Zone <input type="checkbox"/> subdivision <input type="checkbox"/> Site Plan Maj <input type="checkbox"/> Minor <input type="checkbox"/> MM <input type="checkbox"/> date: 2/17/06	<b>Zoning Appeal</b> <input type="checkbox"/> Variance <input type="checkbox"/> Miscellaneous <input type="checkbox"/> Conditional Use <input type="checkbox"/> Interpretation <input type="checkbox"/> Approved <input type="checkbox"/> Denied date:	<b>Historic Preservation</b> <input checked="" type="checkbox"/> Not in District or Landmark <input type="checkbox"/> Does Not Require Review <input type="checkbox"/> Requires Review <input type="checkbox"/> Approved <input type="checkbox"/> Approved w/Conditions <input type="checkbox"/> Denied Date:
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**CERTIFICATION**

I hereby certify that I **am** the owner of record of the named property, or that the proposed work is authorized by the owner of record and **that** I have been authorized **by the** owner to make **this** application **as his authorized** agent and I agree to conform to all applicable **laws** of this jurisdiction. In addition, if a permit for **work described in** the application is issued, I **certify that the code** official's authorized representative shall have the authority to enter all areas covered by such permit at any reasonable hour to enforce the provision of the **code(s)** applicable to such permit.

<b>SIGNATURE OF APPLICANT</b>	<b>ADDRESS</b>	<b>DATE</b>	<b>PHONE</b>
<b>RESPONSIBLE PERSON IN CHARGE OF WORK, TITLE</b>		<b>DATE</b>	<b>PHONE</b>



# General Building Permit Application

If you or the property owner owes real estate or personal property taxes or user charges on any property within the City, payment arrangements must be made before permits of any kind are accepted

Total Square Footage of Proposed Structure <i>1800 sq ft - this condo</i>		Square Footage of Lot <i>3<sup>3</sup> ACRES</i>
Chart# <i>Book-1865-3</i>	Block# <i>P9-41</i>	Lot# <i>15 E 014</i>
Lessee/Buyer's Name (If Applicable)		Applicant name, address & telephone: <i>Kristina Munstein 101 North St 2nd floor #4 Portland Maine 207-415-8274</i>
		Cost Of Work: \$ <i>6900.00</i> Fee: \$ <i>84</i> C of O Fee: \$ <i>N/A</i>
Current Specific use: <i>residence</i> If vacant, what was the previous use? _____ Proposed Specific use: <i>same</i>		
Project description: <i>Moving non loading wall in kitchen 40' to make kitchen bigger</i>		
Contractor's name, address & telephone: <i>Woods Construction Box 6417 Scarborough 883-9911</i>		
Who should we contact when the permit is ready: <i>Woods Const</i> Mailing address: _____ Phone: <i>883-9911</i>		

Please submit all of the information outlined in the Commercial Application Checklist. Failure to do so will result in the automatic denial of your permit.

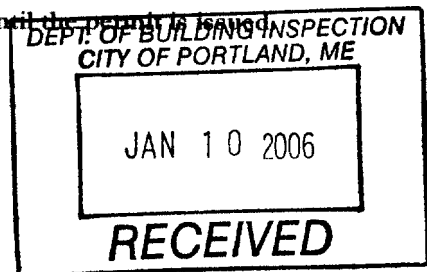
In order to be sure the City fully understands the full scope of the project, the Planning and Development Department may request additional information prior to the issuance of a permit. For further information visit us on line at [www.portlandmaine.gov](http://www.portlandmaine.gov), stop by the Building Inspections office, room 315 City Hall or call 874-8703.

I hereby certify that I am the Owner of record of the named property, or that the owner of record authorizes the proposed work and that I have been authorized by the owner to make this application as his/her authorized agent. I agree to conform to all applicable laws of this jurisdiction. In addition, if a permit for work described in this application is issued, I certify that the Code Official's authorized representative shall have the authority to enter all areas covered by this permit at any reasonable hour to enforce the provisions of the codes applicable to this permit.

Signature of applicant: *Kristina Munstein* Date: *9 January 2006*

This is not a permit; you may not commence ANY work until the permit is issued.

*#427*



# WOOD CONSTRUCTION, LLC/HOME-OWNER AGREEMENT

This agreement is entered, 12-30-05 (Date), between Kristina Ministries, of 101 North St, Marys Hill Portland, Maine 415-8271 (Phone Number), hereafter-called OWNER, and WOOD CONSTRUCTION, LLC, P.O. Box 6417 \* Scarborough, Maine 04070-6471 883-9911 (Phone Number), hereafter called WOOD CONSTRUCTION, LLC.

The parties, for considerations hereinafter mentioned, **agree** as follows:

1. WOOD CONSTRUCTION, LLC agrees to provide all of the material and labor required to perform the following work to be done at the OWNER'S property located at 101 North St 2nd floor Portland Me County and State of Maine:

Kitchen - remove cabinets move non-weight bearing wall 12'3 1/2" x 52" - header in place, new cabinets top & bottom. counter tops, match tile on floor. crown molding above cabinets - 10' spice rack on wall, open doorway  
Tanny Legacy 4663-60 countertop

not incl - cabinets, doors, paint

2. WOOD CONSTRUCTION, LLC agrees that the above-described work shall commence on Cabs arrive from stone-depot and that the various portions of the above-described work shall commence on or about the following dates:

30 days from Commence (Enter the dates of completion of each job); the entire above-described work shall be completed **no** later than

30 days after last piece of (enter final completion date).  
arrives

3. The OWNER agrees to pay WOOD CONSTRUCTION, LLC for the aforesaid materials and labor, the total estimated sum of \$ 6800.00 which includes all costs in the proper performance of the work, or, if the work is priced according to a "cost-plus" formula, the agreed-upon price and an estimate of the cost of labor and materials, and shall be paid in the following manner:

	<i>w/contract</i>	\$ 1000
Prior to Start of the Job:		\$ 2500 -
Half Completion:		\$ 2500
Final and Full Completion:		\$ 8800.00


Pursuant to Maine Law, no more than 1/3 of the total cost made be paid as a down payment. Invoices not paid within 21 days will carry interest at 18% per year.


4. WOOD CONSTRUCTION, LLC agrees to provide and pay for all materials, tools and equipment required for the performance and timely completion of the work. In addition to any additional warranties agreed to by the parties, WOOD CONSTRUCTION, LLC warrants that the work will be free from faulty materials; constructed according to the standards of the building code applicable for this location; constructed in a skillful manner and fit for habitation or appropriate use. The warranty rights and remedies set forth in the Maine Uniform Commercial Code apply to this contract.

5. In the performance of the work, WOOD CONSTRUCTION, LLC shall employ a sufficient number of workers skilled in their trades to suitably perform the work.

6. Any alteration or deviation from the above contractual specifications that results in a revision of the contract price will be executed only upon the parties entering into a written change order. Each change order becomes a part of and is to be in conformance with the existing contract. All work shall be performed under the same terms and conditions as specified in the original contract unless otherwise stipulated. The change order must detail all changes to the original contract that result in a revision of the contract price. The previous contract price must be stated and the revised price shall also be stated. Both the owner and WOOD CONSTRUCTION, LLC must sign the change order.

7. If a dispute arises concerning the provisions of this contract or the performance by the parties, then the parties agree to settle this dispute by jointly paying for one of the following: (check only one):

  
Owner

  
WOC, LLC

\_\_\_ Binding arbitration as regulated by the Maine Uniform Arbitration Act, with the parties agreeing to accept as final the arbitrator's decision;

\_\_\_ Non-binding arbitration. **with** the parties free to not accept ~~the~~ arbitrator's decision and to *seek satisfaction* through **other** means, including a lawsuit; **or**

\_\_\_ Mediation. with the parties agreeing to enter **into** good faith negotiations through a neutral mediator in order to attempt to resolve their differences.

8. The OWNER, Owner'; representative and public authorities shall. at all times have access to the work, providing that a representative of WOOD CONSTRUCTION, LLC is present.

9. WOOD CONSTRUCTION, LLC agrees to re-execute any work, which docs not conform to the **drawings** and specifications, warrants the work performed, **and** agrees to remedy **any** defects resulting from workmanship, **which shall** become evident during a period of one year after completion of the Work.

10. WOOD CONSTRUCTION, LLC agrees to maintain full insurance from S. MAINE IFS on all of his tools, personal items, and materials during the progress of the **work**, in OWNER'S name and that of the WOOD CONSTRUCTION, LLC, and shall produce proof of said insurance. in addition, WOOD CONSTRUCTION, LLC shall maintain and show proof of general liability insurance.

11. WOOD CONSTRUCTION, LLC shall present to the OWNER a statement that pursuant to §1487 of Title 10, M.R.S.A., minimum energy efficiency building **standards** for new residential construction have been met and that **any** addition to the existing building will meet or exceed those standards.

12. In the event WOOD CONSTRUCTION, LLC is delayed in the performance of the **work** by acts of God, fire, flood or any other unavoidable casualties or acts of terrorists in delaying **delivery** of materials, supplies or labor; or by labor **strikes**, late delivery of materials; or by neglect of **the** OWNER: the time for completion **of** the work shall be extended **for** the same period as the delay occasioned by any of the aforementioned causes.

13. Neither the OWNER nor WOOD CONSTRUCTION, LLC shall have the right to assign any rights or *interest* occurring under this agreement without the written consent of the other, nor shall WOOD

KM A  
Owner WC, LLC

CONSTRUCTION, LLC assign any sums due, or to become due, to the WOOD CONSTRUCTION, LLC under the provisions of this agreement.

### **Owner or Owner's Agents Responsibilities**

14. If the OWNER or OWNER'S agent **is** having other work unrelated to this contract performed by others on the property, it is the OWNER or OWNER'S agent's responsibility to ensure that the other **work is** properly scheduled in order to not impede the **work** to be performed by WOOD CONSTRUCTION, LLC. Inappropriate scheduling of work by others which results in unanticipated **costs** to WOOD CONSTRUCTION, LLC will become an additional charge to the owner or owner's agent beyond the basic contract price.

15. Unless otherwise specified in writing, the OWNER or OWNER'S agent must obtain prior to the commencement of work any local and state permits **and approvals** for **such work**. The *cost* for *these* permits and approvals will **be borne by** the OWNER or OWNER'S agent.

16. The OWNER or **OWNER'S** agent must provide an up-to-date plan of his property, which clearly delineates the location of his boundaries and the existence of any underground utilities. If such a plan is not available, WOOD CONSTRUCTION, LLC will at an additional cost, develop one, *utilizing the information obtained* from various sources available at the local building department. It is understood that the quality of information available at local building departments varies to **such a degree that** no warranties are made or implied as to the accuracy of such plan.

17. The schedule of payment to WOOD CONSTRUCTION, LLC as delineated on the face of the contract must be strictly adhered to. Late payments could result in cessation of **work** and the removal of equipment from the site until such time **as** payments are current. Prior to the return of equipment *to the site*, the OWNER or OWNER'S agent will reimburse WOOD CONSTRUCTION, LLC for any additional costs or losses suffered as a result of failure to make payments when due. Further, in the event that WOOD CONSTRUCTION, LLC is not paid in **accordance** with the terms **as** set forth in this contract, the owner agrees to **pay** all collections costs, all clean **up**, all court costs, legal fees **and** associated expenses.

18. A working bathroom facility must **be** provided for men and women or WOOD CONSTRUCTION, LLC will lease one with the cost borne by the owner

19. Should the OWNER or OWNER'S agent cancel the contract after it has been signed, the OWNER or OWNER'S agent is responsible for a minimum fee of \$1,000.00 or 3% of the gross price, whichever is greater, as a liquidated damages fee, in addition to any other remedies that WOOD CONSTRUCTION, LLC may have. If WOOD CONSTRUCTION, LLC has additional time, materials, or subcontractors beyond the \$1,000.00, the OWNER or OWNER'S agent agrees to pay those additional costs.

### Contract Exclusions

#### 20. Owner's Property:

While WOOD CONSTRUCTION, LLC will exhibit all reasonable care in the protection of the customer's property leading to and abutting the actual work site, it must be understood that the movement of machinery, materials and equipment to the work site may cause some additional cost to the customer once all terms of the primary contract are satisfied.

#### 21. Obstructions:

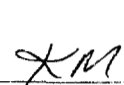
if in the course of excavating the work site, oversized boulders, unsuitable soil, buried trees, stumps, rubbish, or other obstacles are discovered which prohibit continuation of the work, WOOD CONSTRUCTION, LLC will make necessary arrangements, at the expense of the OWNER or OWNER'S agent for the removal of the aforesaid material. In the event that these obstructions cause a cessation of work, all monies to that point become immediately due and payable.

22. This agreement shall be interpreted under laws of the State of Maine.

23. Attorney's fees and court costs shall be paid by the substantially prevailing party in the event that judgment must be, and is, obtained to enforce this agreement or any breach thereof

IN WITNESS WHEREOF, the parties hereto set their hands and seals the day and year written above.

OWNER SIGNATURE

  
Owner WOOD CONSTRUCTION, LLC



*John Burt*

WOOD CONSTRUCTION, LLC

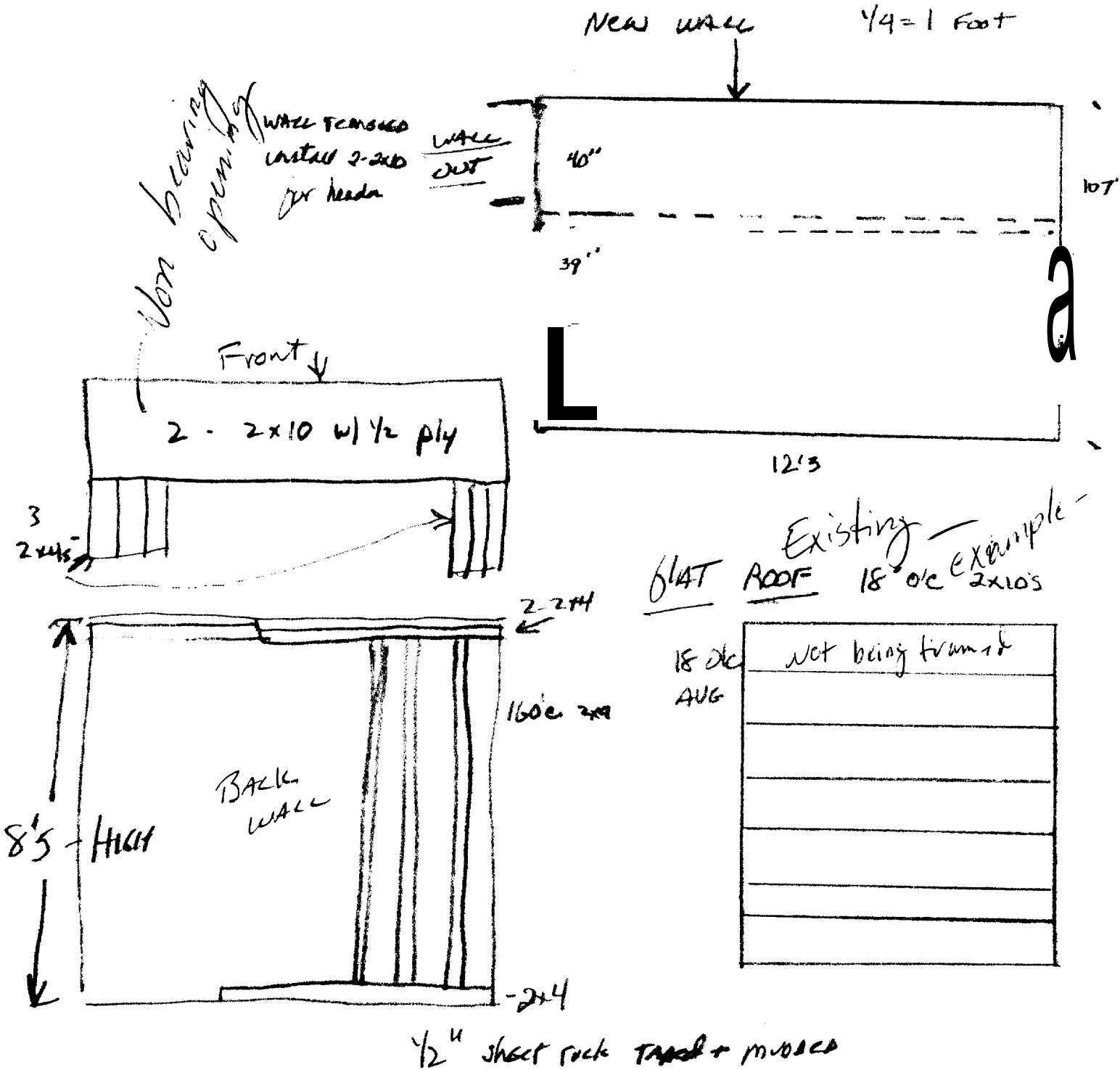
Additional comments:

Change orders: *VERBAC + written*

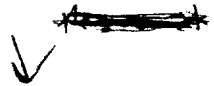
*KM*  
Owner WC LLC

101 North St  
 Portland  
 475-8274

CONTAINER USED CONSTRUCTION  
 BOX 6417  
 Scarborough ME  
 883-9911

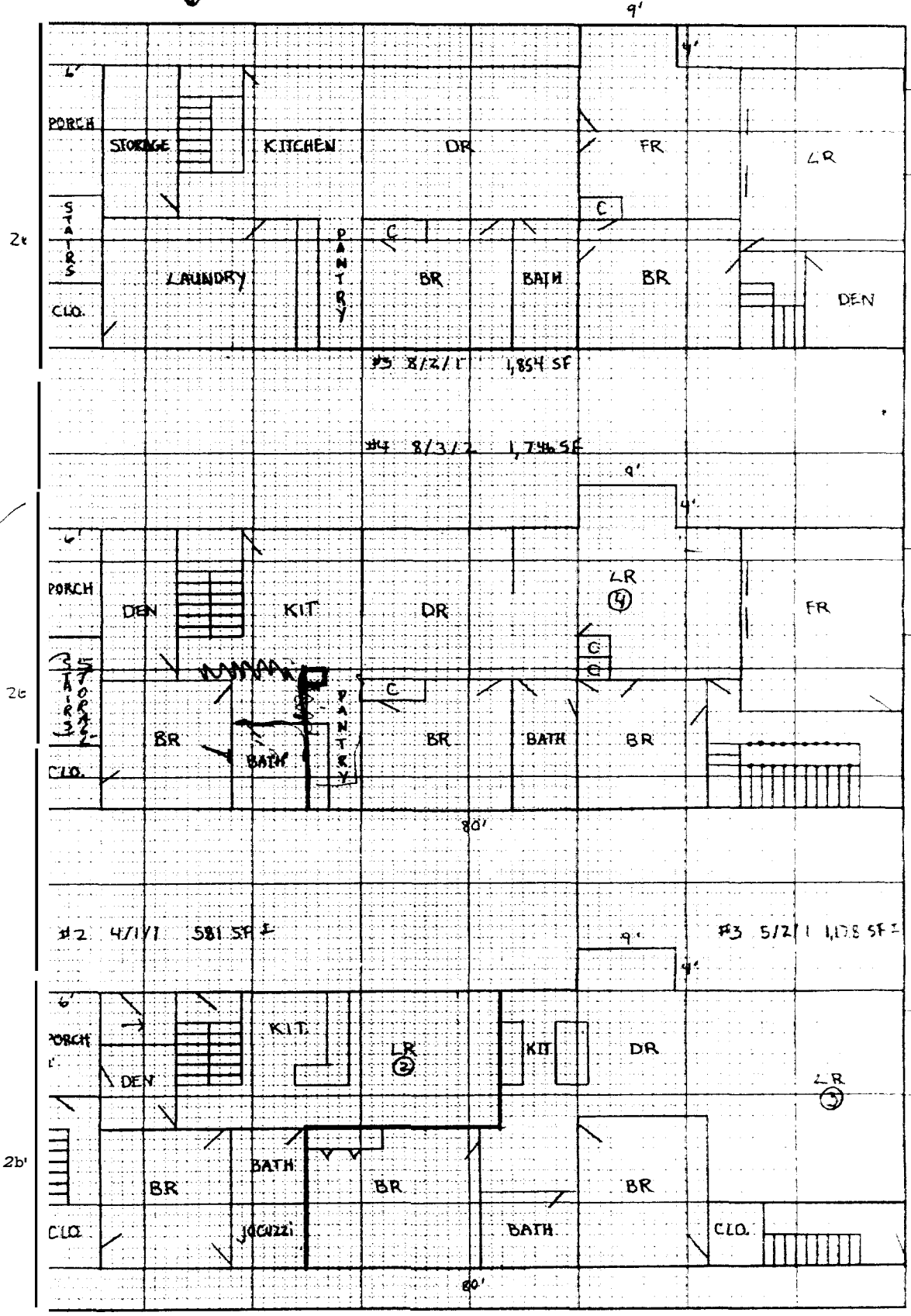


Borrower/Cliet Edmund S. Gardner III  
 Property Address 101 North Street  
 City Portland County Cumberland State ME Zip Code 04101  
 Lender Norway Savings Bank



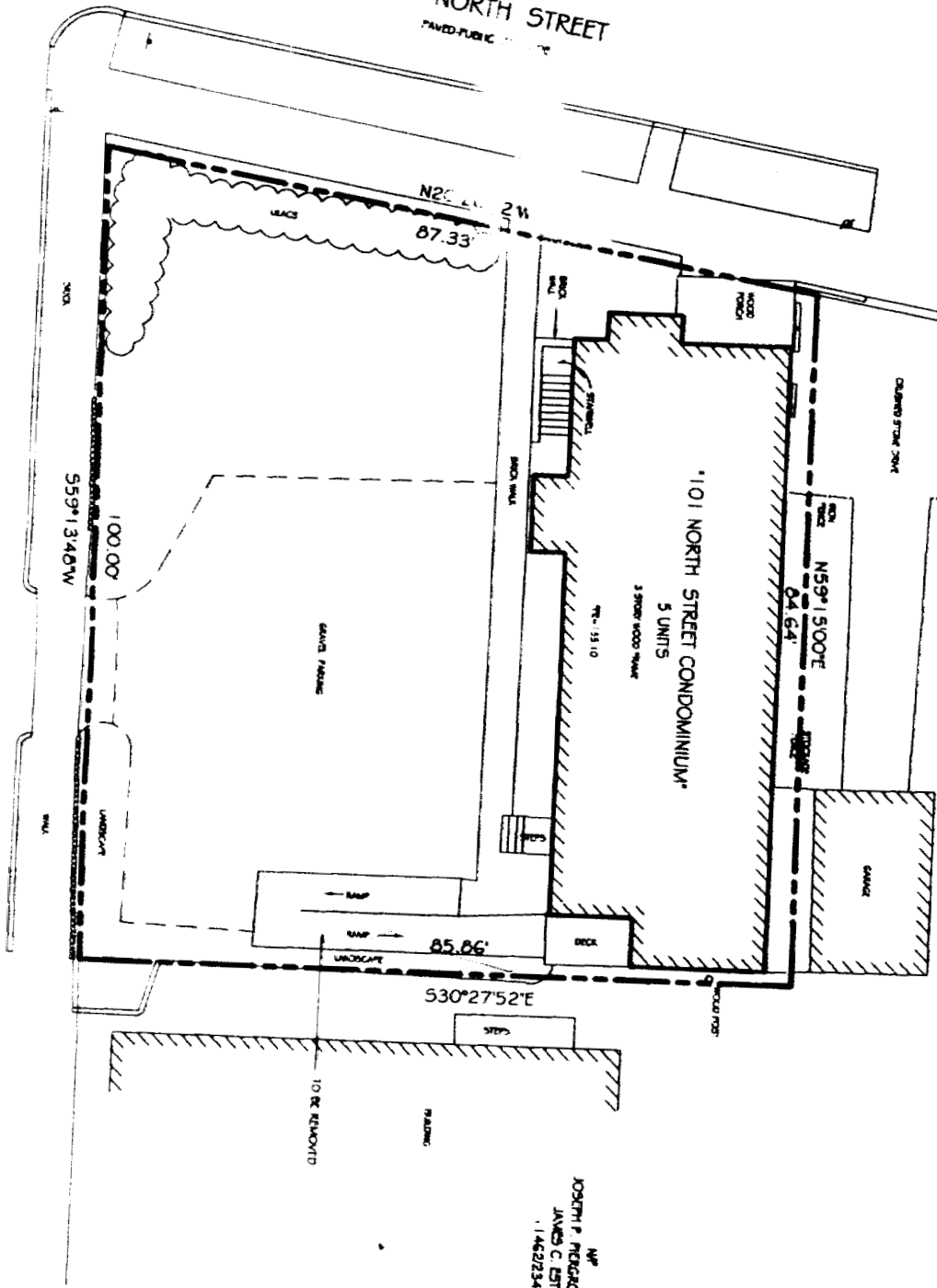
NOT TO SCALE

Second  
 floor  
 Unit  
 # 4





NORTH STREET  
PAVED PUBLIC



MONTREAL STREET  
PAVED PUBLIC 47' WIDE

NP  
JOSEPH P. MORGOSI, JR.  
JAMES C. ESTES  
952/1335

NP  
JOSEPH P. MORGOSI, JR.  
JAMES C. ESTES  
1/14/2024

**City of Portland, Maine - Building or Use Permit**

389 Congress Street, 04101 Tel: (207) 874-8703, Fax: (207) 874-8716

<b>Permit No:</b> 06-0050	<b>Date Applied For:</b> 01/10/2006	<b>CBL:</b> 015 E014004
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<b>Location of Construction:</b> 101 NORTH ST	<b>Owner Name:</b> MINISTER KRISTINA	<b>Owner Address:</b> 101 NORTH ST # 4	<b>Phone:</b>
<b>Business Name:</b>	<b>Contractor Name:</b> Wood Construction	<b>Contractor Address:</b> P O Box 64 17 Scarborough	<b>Phone</b> (207) 883-9911
<b>Lessee/Buyer's Name</b>	<b>Phone:</b>	<b>Permit Type:</b> Alterations - Multi Family	

Multi family (Condo) moving non load bearing wall to make kitchen larger in unit #4	Moving non load bearing wall to make kitchen larger in unit #4
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**Dept:** Zoning      **Status:** Approved with Conditions      **Reviewer:** Marge Schmuckal      **Approval Date:** 0111712006

**Note:** **Ok to Issue:**

- 1) This property shall remain a five (5) family condominium dwelling. Any change of use shall require a separate permit application for review and approval.
- 2) This is NOT an approval for an additional dwelling unit. You SHALL NOT add any additional kitchen equipment including, but not limited to items such as stoves, microwaves, refrigerators, or kitchen sinks, etc. Without special approvals.

**Dept:** Building      **Status:** Approved      **Reviewer:** Tammy Munson      **Approval Date:** 0210212006

**Note:** **Ok to Issue:**