

DISPLAY THIS CARD ON PRINCIPAL FRONTAGE OF WORK



# CITY OF PORTLAND

## BUILDING PERMIT

This is to certify that TOP OF EXCHANGE LLC

Located At 107 EXCHANGE

Job ID: 2011-07-1662-ALTCOMM

CBL: 032 - - D - 001 - 001 - - - -

has permission to Replace 12 windows

provided that the person or persons, firm or corporation accepting this permit shall comply with all of the provisions of the Statutes of Maine and of the Ordinances of the City of Portland regulating the construction, maintenance and use of the buildings and structures, and of the application on file in the department.

Notification of inspection and written permission procured before this building or part thereof is lathed or otherwise closed-in. 48 HOUR NOTICE IS REQUIRED.

A final inspection must be completed by owner before this building or part thereof is occupied. If a certificate of occupancy is required, it must be

\_\_\_\_\_  
Fire Prevention Officer

\_\_\_\_\_  
Code Enforcement Officer / Plan Reviewer

**THIS CARD MUST BE POSTED ON THE STREET SIDE OF THE PROPERTY  
PENALTY FOR REMOVING THIS CARD**



# PORTLAND MAINE

*Strengthening a Remarkable City, Building a Community for Life • [www.portlandmaine.gov](http://www.portlandmaine.gov)*

Director of Planning and Urban Development  
Penny St. Louis

Job ID: 2011-07-1662-ALTCOMM

Located At: 107 EXCHANGE

CBL: 032 - - D - 001 - 001 - - - -

## **Conditions of Approval:**

This permit authorizes window replacement only. It does not authorize and structural changes in openings or any other work.

# City of Portland, Maine - Building or Use Permit Application

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

|                                                                        |                                                                      |                                                                                                                               |                                             |
|------------------------------------------------------------------------|----------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------|
| Job No:<br>2011-07-1662-ALTCOMM                                        | Date Applied:<br>7/8/2011                                            | CBL:<br>032 - - D - 001 - 001 - - - -                                                                                         |                                             |
| Location of Construction:<br>107 EXCHANGE ST (103)                     | Owner Name:<br>TOP OF EXCHANGE LLC                                   | Owner Address:<br>42 MARKET ST<br>PORTLAND, ME 04101                                                                          | Phone:<br>207-774-1000                      |
| Business Name:                                                         | Contractor Name:<br>William Nicholas, Pella Windows                  | Contractor Address:<br>45 Fondi Rd, HAVERHILL MA 01832                                                                        | Phone:<br>(978) 264-7255                    |
| Lessee/Buyer's Name:                                                   | Phone:                                                               | Permit Type:<br>BUILDING                                                                                                      | Zone:<br>B-3                                |
| Past Use:<br>Commercial                                                | Proposed Use:<br>Commercial - replace 12 windows in the roof dormers | Cost of Work:<br>18000.00                                                                                                     | CEO District:                               |
|                                                                        |                                                                      | Fire Dept:<br><input checked="" type="checkbox"/> Approved<br><input type="checkbox"/> Denied<br><input type="checkbox"/> N/A | Inspection:<br>Use Group: 2<br>Type: IBC 09 |
|                                                                        |                                                                      | Signature: Capt. P. Rose                                                                                                      | Signature: 7/19/11                          |
| Proposed Project Description:<br>Window Replacement 12 Windows/Dormers |                                                                      | Pedestrian Activities District (P.A.D.)                                                                                       |                                             |

|                                                                                                                                                                                                                                                                                                                                                                      |                                                                                                                                                                                                                                                                                                                                              |                                                                                                                                                                                                                                                                             |                                                                                                                                                                                                                                                                                                                                                              |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Permit Taken By:                                                                                                                                                                                                                                                                                                                                                     | <b>Zoning Approval</b>                                                                                                                                                                                                                                                                                                                       |                                                                                                                                                                                                                                                                             |                                                                                                                                                                                                                                                                                                                                                              |
| 1. This permit application does not preclude the Applicant(s) from meeting applicable State and Federal Rules.<br>2. Building Permits do not include plumbing, septic or electrical work.<br>3. Building permits are void if work is not started within six (6) months of the date of issuance. False informatin may invalidate a building permit and stop all work. | <b>Special Zone or Reviews</b><br><input type="checkbox"/> Shoreland<br><input type="checkbox"/> Wetlands<br><input type="checkbox"/> Flood Zone<br><input type="checkbox"/> Subdivision<br><input type="checkbox"/> Site Plan<br><input type="checkbox"/> Maj <input type="checkbox"/> Min <input type="checkbox"/> MM<br>Date: 7/13/11 ARN | <b>Zoning Appeal</b><br><input type="checkbox"/> Variance<br><input type="checkbox"/> Miscellaneous<br><input type="checkbox"/> Conditional Use<br><input type="checkbox"/> Interpretation<br><input type="checkbox"/> Approved<br><input type="checkbox"/> Denied<br>Date: | <b>Historic Preservation</b><br><input type="checkbox"/> Not in Dist or Landmark<br><input type="checkbox"/> Does not Require Review<br><input checked="" type="checkbox"/> Requires Review<br><input checked="" type="checkbox"/> Approved<br><input type="checkbox"/> Approved w/Conditions<br><input type="checkbox"/> Denied<br>Date: 7/14/11 D. Andrews |
|                                                                                                                                                                                                                                                                                                                                                                      | <b>CERTIFICATION</b>                                                                                                                                                                                                                                                                                                                         |                                                                                                                                                                                                                                                                             |                                                                                                                                                                                                                                                                                                                                                              |

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 appication 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.

SIGNATURE OF APPLICANT ADDRESS DATE PHONE

RESPONSIBLE PERSON IN CHARGE OF WORK, TITLE DATE PHON





# 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.

|                                                                              |                                                                                                                                                            |                                                                  |
|------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------|
| Location/Address of Construction: <del>42 MARKET ST</del> 103 EXCHANGE ST    |                                                                                                                                                            |                                                                  |
| Total Square Footage of Proposed Structure/Area                              |                                                                                                                                                            | Square Footage of Lot                                            |
| Number of Stories                                                            |                                                                                                                                                            | 3                                                                |
| Tax Assessor's Chart, Block & Lot<br>Chart# Block# Lot#<br>32 D 1            | Applicant *must be owner, Lessee or Buyer*<br>Name PEG CIANCHEHE<br>Address <del>42 MARKET ST</del> 103 EXCHANGE ST<br>City, State & Zip PORTLAND ME 04101 |                                                                  |
| Telephone: 207-774-1000                                                      |                                                                                                                                                            |                                                                  |
| Lessee/DBA (If Applicable)                                                   | Owner (if different from Applicant)<br>Name<br>Address<br>City, State & Zip                                                                                | Cost Of Work: \$ 18,000 -<br>C of O Fee: \$<br>Total Fee: \$ 200 |
| Current legal use (i.e. single family) Mixed Use Number of Residential Units |                                                                                                                                                            |                                                                  |
| If vacant, what was the previous use?                                        |                                                                                                                                                            |                                                                  |
| Proposed Specific use:                                                       |                                                                                                                                                            |                                                                  |
| Is property part of a subdivision? NO If yes, please name                    |                                                                                                                                                            |                                                                  |
| Project description: 12 REPLACEMENT WINDOWS (DORMERS)<br>NO structural       |                                                                                                                                                            |                                                                  |
| Contractor's name: PELLA WINDOWS / William Nichols                           |                                                                                                                                                            |                                                                  |
| Address: 45 FOND RD                                                          |                                                                                                                                                            |                                                                  |
| City, State & Zip: HAVERHILL MA 01832                                        |                                                                                                                                                            | Telephone: 978-265-7255                                          |
| Who should we contact when the permit is ready: William Nichols              |                                                                                                                                                            | Telephone: "                                                     |
| Mailing address: 45 FOND RD HAVERHILL MA 01832                               |                                                                                                                                                            |                                                                  |

Please submit all of the information outlined on the applicable 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 or to download copies of this form and other applications visit the Inspections Division on-line at [www.portlandmaine.gov](http://www.portlandmaine.gov), or stop by the Inspections Division 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: William Nichols Date: 7-8-11

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

06/21/2011 13:00 06-21-'11 10:57 FROM-Pella Windows & Door 2077742946 978-774-5428 T-744 P002/011 F-325 PAGE 02



# Contract - Detailed

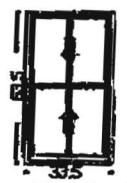
Pella Windows & Doors  
HIC#129774 / Tax ID#26-1413183 45 Fondi Road  
Haverhill, MA 01832  
Phone: (978)373-2500 Fax: (978)373-7274

Needs Bld permit, parking permit,  
sidewalk permit  
4/28 7/25-7/27/11

Sales Rep Name: Dardano, A  
Sales Rep Phone: (800) 287-5849  
Sales Rep Fax: 207-253-1856  
Sales Rep E-Mail: DardanoAP@pellaboston.com

| Customer Information                                                                                                                                            | Project/Delivery Address                                                                                                  | Order Information                                                                                                                                                                                                     |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Peg Cianchette<br>42 Market Street<br><br>PORTLAND, ME 04101<br>Day Phone: (207) 774-1000<br>Mobile Phone:<br>Fax Number:<br>E-Mail:<br>Great Plains #: 3869999 | ME XAPD Cianchette<br><del>42 Market Street</del><br>103 EXCHANGE ST<br>Lot #<br>PORTLAND, ME 04101<br>County: CUMBERLAND | Quote Name: RTB 6/20/2011 103 12 Clad SE 2/2<br><br>Order Number: 741PD0178<br>Quote Number: 2769646<br>Order Type: Installed Sales<br>Payment Terms: Deposit/C.O.D.<br>Tax Code: ME TAXABLE<br>Quoted Date: 6/3/2011 |

| Line # | Location | Attributes |
|--------|----------|------------|
|--------|----------|------------|

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                     |                                                            |           |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------|------------------------------------------------------------|-----------|
| 15                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | 103 SE Clad Vanilla | Architect, Double Hung, 33.5 X 63.5, Poplar White, 4-3/16" | Qty<br>12 |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                     |                                                            |           |
| PK # 461                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                     |                                                            |           |
| 1: Non-Standard Size Double Hung, Equal Split<br>Frame Size: 33 1/2 X 63 1/2<br>General Information: Standard, Style Edition, Clad, Pine, None<br>Exterior Color / Finish: Standard EnduraClad, Poplar White<br>Interior Color / Finish: Prelinished White Interior<br>Glass: Insulated Clear<br>Hardware Options: Standard Lock, None, White, Order Sash Lift<br>Screen: No Screen<br>Grille: NLT, No, 7/8", Traditional (2W1H / 2W1H)<br>Wrapping Information: 4-3/16" Standard 4-sided Jamb Extension, Factory Applied (DVA), Perimeter Length = 194", Glazing Pressure = 80. |                     |                                                            |           |
| Viewed From Exterior<br>Frame Size: 33.5" X 63.5"<br>Final Wall Depth: 4-3/16"                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                     |                                                            |           |
| 3rd Story and Above - >30ft To Top Of Window - (install Charge (per unit))                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                     | Qty                                                        | 1         |
| Trim, Sill and Apron - Add Sill and Apron Trim to Picture Frame                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                     | Qty                                                        | 1         |
| FF > 60 Height - Install Full Frame Window > 60 inches Unit/Composite Height                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                     | Qty                                                        | 1         |
| FF < 48 wide - Install Full Frame Window 48 inches or less wide                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                     | Qty                                                        | 1         |

Thank You For Purchasing Pella® Products

## PELLA WARRANTY:

Pella products are covered by Pella's limited warranties in effect at the time of sale. All applicable product warranties are incorporated into and become a part of this contract. Please see the warranties for complete details, taking special note of the two important notice sections regarding installation of Pella products and proper management of moisture within the wall system. Neither Pella Corporation nor Pella Windows & Doors will be bound by any other warranty unless specifically set out in this contract. However, Pella

For more information regarding the finishing, maintenance, service and warranty of all Pella® products, visit the Pella® website at [www.pella.com](http://www.pella.com)

06/21/2011 13:00 2077742946 FROM Pella Windows & Door 978-774-5428 T-744 P003/011 F-325 PAGE 03

Customer: Peg Cianchette

Project Name: ME XAPD Cianchette

Order Number: 741PD0176

Quote Number: 2769646

Corporation will not be liable for branch warranties which create obligations in addition to or obligations which are inconsistent with Pella written warranties.

Clear opening (egress) information does not take into consideration the addition of a Rolscreen [or any other accessory] to the product. You should consult your local building code to ensure your Pella products meet local egress requirements.

Per the manufacturer's limited warranty, unfinished mahogany exterior windows and doors must be finished upon receipt prior to installing and refinished annually, thereafter. Variations in wood grain, color, texture or natural characteristics are not covered under the limited warranty.

## Project Checklist Review (Installed Orders Only)

### Before the Installation the Homeowner agrees to do the following:

Obtain Condo Association Approval

Obtain Historic Approval ✓

Remove existing shutters and awnings

Remove air conditioners

Remove existing shades, drapes, window treatments, wall hangings, and personal belongings

Move furniture at least 3 feet away from work area

Tie or cut back trees, bushes and shrubs in the work area

Arrange to have alarm system and doorbells disconnected

Arrange to have any plumbing and electrical repairs or changes made by appropriate licensed contractor

Provide a door handle and lockset for entry door if Pella handle and lockset is not purchased.

### Before the Installation Pella agrees to do the following:

Obtain Building Permit (When required)

Prefinish products when purchased in contract

### During the Installation the Homeowner agrees to do the following:

Keep pets safely away from work area

Keep children safely away from work area

Allow Pella Installer room to work safely within your home

### During the Installation Pella agrees to do the following:

Deliver and unload products purchased per contract

Place and remove drop cloths in work area then vacuum, and remove all debris at end of day

Remove existing product, including storm windows, and dispose of it unless otherwise specified

Install all products using method specified in contract per Pella Installation Instructions

Replace interior and/or exterior trim only if purchased

If Purchased, install exterior primed pine wood trim or Azek. Azek will be unfinished.

If Purchased, install interior trim matching wood window finish or White trim for Impervia and Encompass

Install non-Pella entry door lockset provided by you. Pella is not responsible for it's quality or performance

### After the Installation the Homeowner agrees to do the following:

For more information regarding the finishing, maintenance, service and warranty of all Pella® products, visit the Pella® website at [www.pella.com](http://www.pella.com)



06/21/2011 13:00 2077742945

06-21-'11 10:58 FROM-Pella Windows & Door

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- Be available for completion and sign off to verify all products purchased are in working order
- Reinstall existing shutters and awnings
- Re-install existing shades, drapes, window treatments, wall hangings, and reposition furniture
- Arrange to have alarm system and doorbells reinstalled
- Reinstall air conditioners
- Remove stickers from product and save for energy rebate and tax purposes
- Wash all interior & exterior glass surfaces
- Fill nail holes and joints on interior trim if windows are to be stained (after staining)
- Clean up exterior casing issues due to storm window removal if full wrap or new exterior trim is not purchased

906 Project Checklist has been reviewed  
Customer Initial

           Product Only Addendum has been reviewed  
Customer initial

Credit Card Account #: Last 4 Digits           

Expiration Date:            /           

Charge final payment to same account  
(Upon substantial completion)             
Customer initial

Customer: Peg Cianchette

Project Name: ME XAPD Cianchetta

Order Number: 741PD0178

Quote Number: 2769645

☐ Project Checklist has been reviewed

Credit Card Approval Signature

x Evelyn Garland  
Customer Name (Please print)x Evelyn Garland  
Customer Signaturex 6/21/11  
Date

Pella Sales Rep Name

(Please print)

Pella Sales Rep Signature

Date

**Order Totals**

|                         |                    |
|-------------------------|--------------------|
| Taxable Subtotal        | \$10,695.72        |
| Sales Tax @ 5%          | \$534.79           |
| Non-taxable Subtotal    | \$8,525.40         |
| <b>Total</b>            | <b>\$19,755.91</b> |
| <b>Deposit Received</b> | <b>\$9,877.96</b>  |
| <b>Amount Due</b>       | <b>\$9,877.96</b>  |



**NOTICE OF CANCELLATION**

Customer Name: PELLE CANTINETTE  
(Please print)

Date of transaction: 6/20/11

You may cancel this transaction, without any penalty or obligation, within three business days from the above date.

If you cancel, any property traded in, any payments made by you under the agreement, and any negotiable instrument executed by you will be returned within ten business days following receipt by the seller of your cancellation notice, and any security interest arising out of the transaction will be cancelled.

If you cancel, you must make available to the seller at your residence, in substantially as good condition as when received, any goods delivered to you under this agreement; or you may if you wish, comply with the instructions of the seller regarding the return shipment of the goods at the seller's expense and risk.

If you do make the goods available to the seller and the seller does not pick them up within twenty days of the date of your notice of cancellation, you may retain or dispose of the goods without any further obligation. If you fail to make the goods available to the seller, or if you agree to return the goods to the seller and fail to do so, then you remain liable for performance of all obligations under the contract.

To cancel this transaction, mail or deliver a signed and dated copy of this cancellation notice or any other written notice, or send a telegram to

Pella Windows and Doors, at 45 Fondi Rd., Haverhill, MA 01832

not later than midnight of 6/22/11 (three business days from the date of transaction above).

I hereby cancel this transaction.

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

\_\_\_\_\_  
(Buyer's signature)

## PELLA WINDOWS AND DOORS CONTRACT

### 1. TERMS AND CONDITIONS

These Terms and Conditions are an integral part of the contract set forth on the Product Order (the "Contract") between New England Window and Door LLC dba Pella Windows & Doors, Inc. ("Pella") and the person(s) identified on the Product Order ("Owner") to supply the products (the "Products"), and perform the work (the "Work") described or referred to in such Contract. For Product Only purchases, a signed "Product Only Addendum" is a required part of the contract.

### 2. OWNER

Pella is not responsible for any existing security systems. Owner shall remove all shades, verticals, blinds, curtains, drapes or window mounted air conditioners, prior to the installation of the Products. Pella's installers are not responsible for the removal or installation of these types of items. Pella is not responsible for pre-existing window coverings fitting on newly installed Pella windows.

The Owner shall provide complete access to the work site between the hours of 7:00 a.m. and 6:00 p.m. (Monday through Friday) for Pella's installers to deliver the Products and perform the Work.

### 3. PELLA

Pella will be responsible for and have control over construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work. Pella will be responsible for the Work of its Pella Contractors who will install the Products.

Unless provided otherwise in the Work description, Pella will provide and pay for all labor, materials, equipment, tools and machinery, transportation, and other facilities and services necessary for the proper execution and completion of the Work.

The materials and equipment furnished under the Contract will be good quality and new unless otherwise required or permitted, the Work will be free from defects not inherent in the quality required or permitted, and the Work conform with the requirements of this Contract. Pella shall not be responsible for damages or defects caused by abuse, modifications not executed by Pella, improper or insufficient maintenance, improper operation or normal wear and tear. Pella will keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by performance of the Work.

### 4. CHANGES

The Owner may order in writing changes in the Work consisting of additions, deletions, or modifications ("Change Order"). Any Change Order shall include an adjustment to the Price and the Substantial Completion Date, as determined by Pella. Pella reserves the right to approve or disapprove any Change Order and any such Change Order must be signed by both Owner and Pella to be effective.

### 5. SUBSTANTIAL COMPLETION

Owner understands and agrees that the Substantial Completion Date is an estimate only and that the actual date on which the Work is completed may be extended to allow for Change Orders requested by Owner or if the time to complete the Work is affected by conduct of the Owner, weather, labor disputes, availability of subcontractors, acts of God, fire or other causes reasonably beyond Pella's control. If for any reason the Work is not fully completed by the Substantial Completion Date (including any extensions contemplated above), but is substantially completed by such date, i.e., the Product has been installed, but minor parts or components are missing or need to be replaced or repaired, a hold back proportionate to the cost of remaining parts or work to be completed is acceptable. However, the holdback will not exceed the amount of the completion costs or 10 % of the remaining unpaid balance of the Price, whichever is less.

### 6. FINANCING

If payment of the Price is financed with a financial institution through Pella, all financing paperwork must be completed upon signing of this Contract and the requisite approvals and authorizations for the full amount of the requested financing shall have been received from the financial institution.

### 7. PAYMENTS

Pella shall be entitled to stop the Work upon written notice to Owner for any material default or failure by Owner, including but not limited to, the Owner's failure to pay Pella the amount due within seven days after the date payment is due.

### 8. CORRECTION OF WORK

Pella shall correct installation Work not in conformance with the requirements of the Contract, if notified in writing by the Owner within two years after the Completion Date or, if earlier, the date on which the Work is substantially completed and payment of the Purchase Price made subject to a holdback as provided above. Correction of Work as herein provided shall be Owner's sole remedy for defective workmanship, and is provided in lieu of any and all other remedies. Pella's obligation to correct Work is conditioned on Pella's prior receipt of all payments then due.

### 9. LIMITED PRODUCT WARRANTY

Pella shall warrant all Pella products, but only in accordance with the Pella Windows & Doors Limited Warranty. THIS LIMITED WARRANTY SHALL BE THE SOLE WARRANTY WITH RESPECT TO THE PRODUCTS AND PELLA SPECIFICALLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, WRITTEN OR ORAL (INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE). The warranty rights and remedies set forth in the Maine Uniform Commercial Code apply to this contract.

### 10. NO CONSEQUENTIAL DAMAGES

UNDER NO CIRCUMSTANCES SHALL PELLA BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT, OR SPECIAL DAMAGES, WHETHER FORESEEN OR UNFORESEEN.

### 11. HOME IMPROVEMENT PROJECTS

OWNERS ARE STRONGLY ADVISED TO VISIT THE MAINE ATTORNEY GENERAL'S PUBLICLY ACCESSIBLE WEBSITE TO OBTAIN CURRENT INFORMATION ON HOW TO ENFORCE THEIR RIGHTS WHEN CONSTRUCTING OR REPAIRING A HOME AT: <http://www.maine.gov/ag/index.php?c=protection&s=construction> OR CONTACT THE ATTORNEY GENERAL'S OFFICE BY MAIL OR TELEPHONE AT: 6 State House Station, Augusta, ME 04333 (207) 626-8800

### 12. DISPUTES

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):

- A. Binding arbitration as regulated by the Maine Uniform Arbitration Act, with the parties agreeing to accept as final the arbitrator's decision ( )
- B. Nonbinding arbitration, with the parties free to not accept the arbitrator's decision and to seek satisfaction through other means, including a lawsuit ( )
- C. Mediation, with the parties agreeing to enter into good faith negotiations through a neutral mediator in order to attempt to resolve their differences (X)

### 13. NOTICE OF CANCELLATION

You may cancel this agreement if it has been signed by a party thereto at a place other than an address of the seller, which may be his main office or branch thereof, provided you notify the seller in writing at his main office or branch by ordinary mail posted, by telegram sent or by delivery, not later than midnight of the third business day following the signing of this agreement.

See the attached Notice of Cancellation for an explanation of this right.

*Keelyn Garland*  
Customer signature  
6/22/11  
Date



## Contract - Detailed

Pella Windows & Doors  
 HIC#129774 / Tax ID#26-1413183 45 Fondi Road  
 Haverhill, MA 01832  
 Phone: (978)373-2500 Fax: (978)373-7274

Sales Rep Name: Dardano, A  
 Sales Rep Phone: (800) 287-5649  
 Sales Rep Fax: 207-253-1856  
 Sales Rep E-Mail: DardanoAP@pellaboston.com

| Customer Information                                                                                                                                            | Project/Delivery Address                       | Order Information                                                                                                                                                                                                       |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Peg Cianchette<br>42 Market Street<br><br>PORTLAND, ME 04101<br>Day Phone: (207) 774-1000<br>Mobile Phone:<br>Fax Number:<br>E-Mail:<br>Great Plains #: 3869999 | ME XAPD Cianchette<br><br>Lot #<br><br>County: | Quote Name: nb 6/20/2011 103 12 Clad SE 2/2 PERMITS<br><br>Order Number: 741<br>Quote Number: 2817281<br>Order Type: Installed Sales<br>Payment Terms: Deposit/C.O.D.<br>Tax Code: ME TAXABLE<br>Quoted Date: 6/17/2011 |

| Line # | Location        | Attributes      | Item Price | Qty | Ext'd Price |
|--------|-----------------|-----------------|------------|-----|-------------|
| 10     | Building Permit | Building Permit | \$220.00   | 1   | \$220.00    |

For more information regarding the finishing, maintenance, service and warranty of all Pella® products, visit the Pella® website at [www.pella.com](http://www.pella.com)

06/21/2011 13:00 2077742946 FROM-Pella Windows & Door 978-774-5428 T-744 P007/011 F-325 PAGE 07

Customer: Peg Cianchette

Project Name: ME XAF'D Cianchette

Order Number: 741

Quote Number: 2817281

| Line # | Location:       | Attributes      | Item Price | Qty | Ext'd Price |
|--------|-----------------|-----------------|------------|-----|-------------|
| 15     | Sidewalk Permit | Sidewalk Permit | \$30.00    | 1   | \$30.00     |

| Line # | Location:      | Attributes     | Item Price | Qty | Ext'd Price |
|--------|----------------|----------------|------------|-----|-------------|
| 20     | Parking Permit | Parking Permit | \$90.00    | 1   | \$90.00     |

Thank You For Purchasing Pella® Products

**PELLA WARRANTY:**

Pella products are covered by Pella's limited warranties in effect at the time of sale. All applicable product warranties are incorporated into and become a part of this contract. Please see the warranties for complete details, taking special note of the two important notice sections regarding installation of Pella products and proper management of moisture within the wall system. Neither Pella Corporation nor Pella Windows & Doors will be bound by any other warranty unless specifically set out in this contract. However, Pella Corporation will not be liable for branch warranties which create obligations in addition to or obligations which are inconsistent with Pella written warranties.

Clear opening (egress) information does not take into consideration the addition of a Roloscreen [or any other accessory] to the product. You should consult your local building code to ensure your Pella products meet local egress requirements.

Per the manufacturer's limited warranty, unfinished mahogany exterior windows and doors must be finished upon receipt prior to installing and refinished annually, thereafter. Variations in wood grain, color, texture or natural characteristics are not covered under the limited warranty.

For more information regarding the finishing, maintenance, service and warranty of all Pella® products, visit the Pella® website at [www.pella.com](http://www.pella.com)

Printed on 6/17/2011

Contract - Detailed

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PAGE 08  
F-325  
P008/011  
T-744  
978-774-5428  
FROM-Pella Windows & Door  
06-21-'11 10:59  
06/21/2011 13:00 2077742945

## Project Checklist Review (Installed Orders Only)

### Before the Installation the Homeowner agrees to do the following:

- Obtain Condó Association Approval
- Obtain Historic Approval
- Remove existing shutters and awnings
- Remove air conditioners
- Remove existing shades, drapes, window treatments, wall hangings, and personal belongings
- Move furniture at least 3 feet away from work area
- Tie or cut back trees, bushes and shrubs in the work area
- Arrange to have alarm system and doorbells disconnected
- Arrange to have any plumbing and electrical repairs or changes made by appropriate licensed contractor
- Provide a door handle and lockset for entry door if Pella handle and lockset is not purchased.

### Before the Installation Pella agrees to do the following:

- Obtain Building Permit (When required)
- Prefinish products when purchased in contract

### During the Installation the Homeowner agrees to do the following:

- Keep pets safely away from work area
- Keep children safely away from work area
- Allow Pella Installer room to work safely within your home

### During the Installation Pella agrees to do the following:

- Deliver and unload products purchased per contract
- Place and remove drop cloths in work area then vacuum, and remove all debris at end of day
- Remove existing product, including storm windows, and dispose of it unless otherwise specified
- Install all products using method specified in contract per Pella Installation Instructions
- Replace interior and/or exterior trim only if purchased
- If Purchased, install exterior primed pine wood trim or Azek. Azek will be unfinished.
- If Purchased, install interior trim matching wood window finish or White trim for Impervia and Encompass
- Install non-Pella entry door lockset provided by you. Pella is not responsible for it's quality or performance

### After the Installation the Homeowner agrees to do the following:

- Be available for completion and sign off to verify all products purchased are in working order
- Reinstall existing shutters and awnings
- Re-install existing shades, drapes, window treatments, wall hangings, and reposition furniture
- Arrange to have alarm system and doorbells reinstalled
- Reinstall air conditioners
- Remove stickers from product and save for energy rebate and tax purposes
- Wash all interior & exterior glass surfaces
- Fill nail holes and joints on interior trim if windows are to be stained (after staining)
- Clean up exterior casing issues due to storm window removal if full wrap or new exterior trim is not purchased

For more information regarding the finishing, maintenance, service and warranty of all Pella® products, visit the Pella® website at [www.pella.com](http://www.pella.com)

06/21/2011 13:00

FROM-Pella Windows &amp; Door

2877742946

PAGE 09  
T-744 P009/011 F-325

Customer: Peg Cianchette

Project Name: ME XAPD Cianchette

Order Number: 741

Quote Number: 2817281

PEG Project Checklist has been reviewed  
Customer initial:

Product Only Addendum has been reviewed  
Customer initial:

Credit Card Account #: Last 4 Digits \_\_\_\_\_

Expiration Date: \_\_\_\_ / \_\_\_\_ / \_\_\_\_

Charge final payment to same account  
(Upon substantial completion)

Customer initial: \_\_\_\_\_

☐ Project Checklist has been reviewed

Credit Card Approval Signature

Evelyn Garland, ELC  
Customer Name (Please print)

Evelyn Garland  
Customer Signature

6-21-11  
Date

Peter Adriano  
Pella Sales Rep Name (Please print)

[Signature]  
Pella Sales Rep Signature

6/17/11  
Date

**Order Totals**

|                      |                 |
|----------------------|-----------------|
| Taxable Subtotal     | \$0.00          |
| Sales Tax @ 0%       | \$0.00          |
| Non-taxable Subtotal | \$340.00        |
| <b>Total</b>         | <b>\$340.00</b> |
| Deposit Received     | \$340.00        |
| <b>Amount Due</b>    | <b>\$0.00</b>   |

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Printed on 6/17/2011

Contract - Detailed

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## **CITY OF PORTLAND, MAINE**

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### **HISTORIC PRESERVATION BOARD**

Rick Romano, Chair  
Martha Burke, Vice Chair  
Scott Benson  
Rebecca Ermlich  
Michael Hammen  
Ted Oldham  
Susan Wroth

June 13, 2011

Top of Exchange, LLC.  
Attn: Evelyn Garland  
42 Market Street  
Portland, Maine 04101

Re: Request to replace dormer windows; 103 Exchange Street

Dear Ms. Garland:

This office has reviewed and approved your request, submitted on behalf of Top of Exchange LLC., to replace existing windows in the roof dormers at 103 Exchange Street. Approval is for replacement with Pella windows, as specified in your application dated 6/3/11.

Approval is subject to the following conditions:

- \* The windows in all 6 dormers to be replaced to ensure visual consistency.
- \* All window dimensions to match existing as closely as possible.
- \* It is understood from the specifications that the glass to be clear. If low-e glass is preferred, it must have a Visual Transmittance Ratio (VTR) of 70 or above in order to read as clear, non-reflective glass.
- \* It is understood that the windows will not have screens. If screens are desired, half-screens are required.

All improvements shall be carried out as shown on the model windows and specifications submitted to staff on 2/23/2010, except as to comply with the conditions above. Changes to the approved plans and specifications and any additional work that may be undertaken must be reviewed and approved by this office prior to construction, alteration, or demolition. If, during the course of completing the approved work, conditions are encountered which prevent completing the approved work, or which require additional or alternative work, you must apply for and receive a Certificate of Appropriateness or Non-Applicability PRIOR to undertaking additional or alternative work. This Certificate is granted upon condition that the work authorized herein is commenced within twelve (12) months after the date of issuance. If the work authorized by this Certificate is not commenced within twelve (12) months after the date of issuance or if such work is suspended in significant part for a period of one year after the time the work is commenced, such Certificate shall expire and be of no further effect; provided that, for cause, one or more extensions of time for periods not exceeding ninety (90) days each may be allowed in writing by the Department.

Sincerely,



Deborah Andrews  
Historic Preservation Program Manager

DISPLAY THIS CARD ON PRINCIPAL FRONTAGE OF WORK

**CITY OF PORTLAND  
HISTORIC PRESERVATION  
CERTIFICATE OF APPROPRIATENESS**

This is to certify that

has received approval

at

provided that the persons, firm or corporation accepting this certificate shall comply with all other applicable provisions of the Statutes of Maine and the Ordinances of the City of Portland regulating the construction, maintenance and use of buildings, structures, and other objects of historic interest, and of any application on file in the Historic Preservation Office of the Planning Department. For more information on this project, call 874-8719.

**H I P**  
TOP OF EXCHANGE LLC  
widened replacement  
HAWLEY ST.

*James G. Andrews*  
Historic Preservation Manager

NOTE: THIS IS NOT A BUILDING PERMIT





# CITY OF PORTLAND, MAINE

Department of Building Inspections

## Original Receipt

Received from Pella

Location of Work 5 Marlton 103 Exchange St

Cost of Construction \$ \_\_\_\_\_ Building Fee: \_\_\_\_\_

Permit Fee \$ \_\_\_\_\_ Site Fee: \_\_\_\_\_

Certificate of Occupancy Fee: \_\_\_\_\_

Total: 400

Building (IL) \_\_\_\_\_ Plumbing (I5) \_\_\_\_\_ Electrical (I2) \_\_\_\_\_ Site Plan (U2) \_\_\_\_\_

Other \_\_\_\_\_

CBL: 22-D-1 3255

Check #: 7303

Total Collected \$ 400

**No work is to be started until permit issued.  
Please keep original receipt for your records.**

Taken by: [Signature]

WHITE - Applicant's Copy  
YELLOW - Office Copy  
PINK - Permit Copy