

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

Please Read
Application And
Notes, If Any,
Attached

BUILDING INSPECTION

PERMIT

This is to certify that 45 EXCHANGE STREET LLC/Pella Windows & Doors Inc
has permission to Install 6 replacement windows no structural

AT 45 EXCHANGE ST

CBL 032-E00500

PERMIT ISSUED

Permit Number: 100473

MAY 24 2010

CITY OF PORTLAND

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 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 written permission procured before this building or part thereof is lathed or otherwise closed-in. 24 HOUR NOTICE IS REQUIRED.

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

OTHER REQUIRED APPROVALS

Fire Dept. [Signature]
Health Dept. [Signature]
Appeal Board _____
Other _____

Department Name

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: 10-0473	Issue Date:	CBL: 032 E005001
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Location of Construction: 45 EXCHANGE ST	Owner Name: 45 EXCHANGE STREET LLC	Owner Address: 1 CITY CENTER	Phone:
Business Name:	Contractor Name: Pella Windows & Doors Inc	Contractor Address: 45 Fondi Road Haverhill	Phone 8008669886
Lessee/Buyer's Name	Phone:	Permit Type: Replacement windows	Zone: B-3

Past Use: Commercial - retail & offices	Proposed Use: Commercial - retail & offices - Install 6 replacement windows no structural	Permit Fee: \$190.00	Cost of Work: \$16,144.00	CEO District: 1
Proposed Project Description: Install 6 replacement windows no structural		FIRE DEPT: <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Denied 5/10/10 Signature: <i>[Signature]</i>	INSPECTION: Use Group: N/A Type: N/A TBC 2003 Signature: <i>[Signature]</i>	
		PEDESTRIAN ACTIVITIES DISTRICT (P.A.D.) Action: <input type="checkbox"/> Approved <input type="checkbox"/> Approved w/Conditions <input type="checkbox"/> Denied Signature: _____ Date: _____		

Permit Taken By: Idobson	Date Applied For: 05/05/2010	Zoning Approval		
<ol style="list-style-type: none">This permit application does not preclude the Applicant(s) from meeting applicable State and Federal Rules.Building permits do not include plumbing, septic or electrical work.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..		Special Zone or Reviews <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: <i>[Signature]</i> 5/5/10	Zoning Appeal <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: _____	Historic Preservation <i>[Signature]</i> <input type="checkbox"/> Not in District or Landmark <input type="checkbox"/> Does Not Require Review <input type="checkbox"/> Requires Review <input type="checkbox"/> Approved <input checked="" type="checkbox"/> Approved w/Conditions <input type="checkbox"/> Denied Date: 5/7/10 <i>[Signature]</i>

**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.

SIGNATURE OF APPLICANT	ADDRESS	DATE	PHONE
RESPONSIBLE PERSON IN CHARGE OF WORK, TITLE			
DATE		PHONE	

City of Portland, Maine - Building or Use Permit

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

Permit No:	Date Applied For:	CBL:
10-0473	05/05/2010	032 E005001

Location of Construction: 45 EXCHANGE ST	Owner Name: 45 EXCHANGE STREET LLC	Owner Address: 1 CITY CENTER	Phone:
Business Name:	Contractor Name: Pella Windows & Doors Inc	Contractor Address: 45 Fondi Road Haverhill	Phone (800) 866-9886
Lessee/Buyer's Name	Phone:	Permit Type: Replacement windows	

Proposed Use: Commercial - retail & offices - Install 6 replacement windows no structural	Proposed Project Description: Install 6 replacement windows no structural
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Dept: Historic **Status:** Approved with Conditions **Reviewer:** Deborah Andrews **Approval Date:** 05/07/2010
Note: **Ok to Issue:** ✓

- 1) * Replacement sash and frame to match those installed on front facade in 2009.
* Glass to be clear with now low-e coating.
* Remaining windows on Market Street facade to be replaced within 18 months of this approval date.

Dept: Zoning **Status:** Approved with Conditions **Reviewer:** Marge Schmuckal **Approval Date:** 05/05/2010
Note: **Ok to Issue:** ✓

- 1) ANY exterior work requires a separate review and approval thru Historic Preservation. This property is located within an Historic District.
- 2) This property shall remain a retail on the ground floor and office above.. Any change of use shall require a separate permit application for review and approval.
- 3) This permit is being approved on the basis of plans submitted. Any deviations shall require a separate approval before starting that work.

Dept: Building **Status:** Approved with Conditions **Reviewer:** Tammy Munson **Approval Date:** 05/20/2010
Note: **Ok to Issue:** ✓

- 1) Application approval based upon information provided by applicant. Any deviation from approved plans requires separate review and approval prior to work.

Dept: Fire **Status:** Approved with Conditions **Reviewer:** Ben Wallace Jr. **Approval Date:** 05/10/2010
Note: **Ok to Issue:** ✓

- 1) All construction shall comply with NFPA 1 and 101.

Comments:

5/7/2010-gg: received permit from historic on 05/07/10. /gg

BUILDING PERMIT INSPECTION PROCEDURES

Please call 874-8703 or 874-8693 (ONLY)

or email: buildinginspections@portlandmaine.gov

With the issuance of this permit, the owner, builder or their designee is required to provide adequate notice to the City of Portland Inspection Services for the following inspections. Appointments must be requested 48 to 72 hours in advance of the required inspection. The inspection date will need to be confirmed by this office.

- **Please read the conditions of approval that is attached to this permit!! Contact this office if you have any questions.**
- **Permits expire in 6 months, if the project is not started or ceases for 6 months.**
- **If the inspection requirements are not followed as stated below additional fees may be incurred due to the issuance of a "Stop Work Order" and subsequent release to continue with construction.**

 X **Final inspection required at completion of work.**

The project cannot move to the next phase prior to the required inspection and approval to continue, REGARDLESS OF THE NOTICE OR CIRCUMSTANCES.

IF THE PERMIT REQUIRES A CERTIFICATE OF OCCUPANCY, IT MUST BE PAID FOR AND ISSUED TO THE OWNER OR DESIGNEE BEFORE THE SPACE MAY BE OCCUPIED.



CITY OF PORTLAND, MAINE

Department of Building Inspections

Original Receipt

_____ 5.5 20 10

Received from Pella Windows & Door

Location of Work 45 Exchange

Cost of Construction \$ _____ Building Fee: _____

Permit Fee \$ _____ Site Fee: _____

Certificate of Occupancy Fee: _____

Total: 190

Building (IL) _____ Plumbing (I5) _____ Electrical (I2) _____ Site Plan (U2) _____

Other _____

CBL: 32-E-5

Check #: 5504 Total Collected \$ 190

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

Taken by: P. J.

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



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: <u>45 EXCHANGE ST</u>			
Total Square Footage of Proposed Structure/Area		Square Footage of Lot	Number of Stories
Tax Assessor's Chart, Block & Lot Chart# <u>32</u> Block# <u>E</u> Lot# <u>5</u>		Applicant * <u>must</u> be owner, Lessee or Buyer* Name <u>PETE HANNIGAN</u> Address <u>45 EXCHANGE ST</u> City, State & Zip <u>PORTLAND ME 04101</u>	Telephone: <u>267-871-1080</u>
Lessee/DBA (If Applicable)		Owner (if different from Applicant) Name Address City, State & Zip	Cost Of <u>W</u> Work: \$ <u>16,144 -</u> C of O Fee: \$ Total Fee: \$ <u>190</u>
Current legal use (i.e. single family) <u>COMMERCIAL</u> Number of Residential Units _____ If vacant, what was the previous use? _____ Proposed Specific use: _____ Is property part of a subdivision? _____ If yes, please name _____ Project description: <u>6 REPLACEMENT WINDOWS</u> <u>*NO STRUCTURAL</u>			
Contractor's name: <u>PELLA WINDOWS / WILLIAM NICHOLS</u> MAY - 5 2010 Address: <u>45 FONDE RD HAVERHILL MA 01832</u> City, State & Zip <u>HAVERHILL MA 01832</u> City of Portland <u>978-265-7255</u> Who should we contact when the permit is ready: <u>William Nichols</u> Telephone: <u>978-265-7255</u> Mailing address: <u>45 FONDE RD HAVERHILL MA 01832</u> <u>Will</u>			

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, 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: Will Nichols

Date: 5-5-10

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



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:
Sales Rep E-Mail: DardanoAP@pellaboston.

Customer Information		Project/Delivery Address	Order Information
AI Knight One City Center PORTLAND, ME 04101 Day Phone: (207) 8711080 Mobile Phone: Fax Number: E-Mail: Great Plains #: 4003377	XAPD Pete Hannigan Portland ME 45 Exchange Street Lot # PORTLAND, ME 04101 County: CUMBERLAND		Quote Name: REAR No stairs Order Number: 741PD0076 Quote Number: 1380250 Order Type: Installed Sales Payment Terms: Deposit/C.O.D. Tax Code: ME TAXABLE Quoted Date: 3/22/2010

Line # Location:

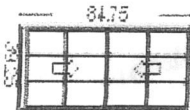
Attributes

10 rear

Architect, Double Hung, 39.25 X 84.75, 4-3/16"

Qty

6



Viewed From Exterior
Frame Size: 39.25" X 84.75"
Final Wall Depth: 4-3/16"

1: Non-Standard Size Double Hung, Equal Split
Frame Size: 39 1/4 X 84 3/4
General Information: Standard, Luxury Edition, Wood, Pine
Exterior Color / Finish: Primed
Interior Color / Finish: Prefinished White Interior
Glass: Insulated Clear
Hardware Options: Spoon Lock, White, No Sash Lift
Screen: Half Screen, White, In/View
Grille: 1LT, No, 7/8", Traditional (3W2H / 3W2H)
Wrapping Information: 4-3/16" Factory Applied (DVA), Perimeter Length = 248", Glazing Pressure = 50.

Trim - Stool and Apron - Add Stool and Apron to Picture Frame	Qty	1
FFW < 48 - Install 48 inches or less wide FFW	Qty	1
Over 60 tall - Install adjustment over 60 tall FFW	Qty	1
Exterior Paint Charge - Paint Exterior of Window	Qty	1
Trim -Interior - Picture Frame-Interior trim	Qty	1
Trim - Exterior - Standard Exterior Trim	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.

Customer: Al Knight

Project Name: XAPD Pete Hannigan Portland ME

Order Number: 741PD0076

Quote Number: TBD

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 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.

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 and Doors of Boston 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 Rolscreen [or any other accessory] to the product. You should consult your local building code to ensure you Pella products meet local egress requirements

☐ Project Checklist has been reviewed

Credit Card Approval Signature

Customer Name

(Please print)

Customer Signature

Date

Pella Sales Rep Name

(Please print)

Pella Sales Rep Signature

Date

Order Totals

Taxable Subtotal	\$10,432.98
Sales Tax @ 5%	\$521.65
Non-taxable Subtotal	\$5,190.00
Total	\$16,144.63
Deposit Received	\$5,381.55
Amount Due	\$10,763.08

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?r=protection&s=construction&t> 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 (_____)

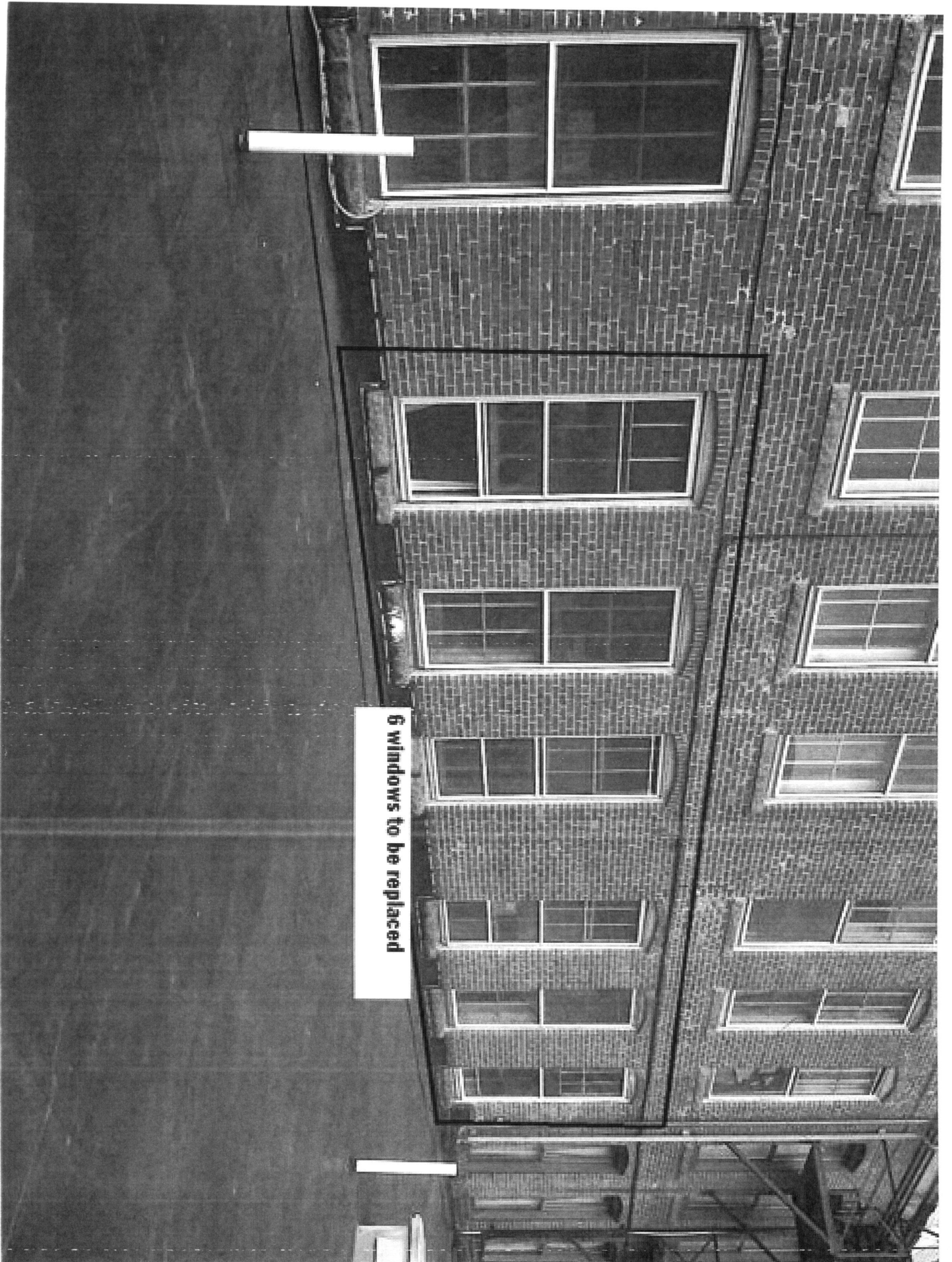
13. NOTICE OF CANCELLATION

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.

Customer signature

Date



6 windows to be replaced

Nichols, William R.

From: Paquin, Ken
Sent: Tuesday, May 04, 2010 5:06 PM
To: Nichols, William R.; Dardano, Peter; Marchand, Arty P.; Medina, Juan
Subject: FW: 45 Exchange St review

Bob,

Please get the permit pulled asap based on the approval below.

Ken

Ken Paquin

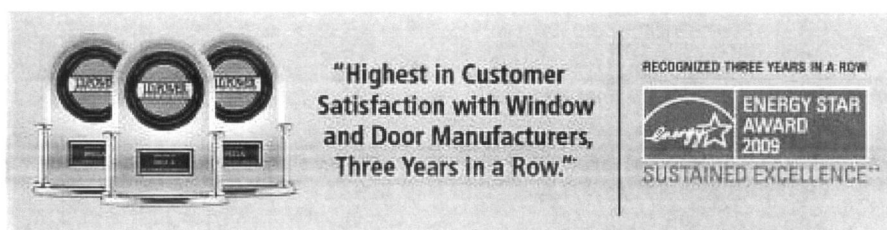
Fulfillment Manager

Pella Windows and Doors

45 Fondi Rd

Haverhill, Ma 01832

800-866-9886 x116



* Pella received the highest numerical score among window and door manufacturers in the proprietary J.D. Power and Associates 2007 - 2009 Windows and Patio Doors Satisfaction Studies™. 2009 study based on responses from 2,856 consumers measuring 8 brands and measures opinions of consumers who purchased new windows or patio doors in the previous 12 months. Proprietary study results are based on experiences and perceptions of consumers surveyed in March - April 2009. Your experiences may vary. Visit jdpower.com. ** Pella received the 2009 ENERGY STAR Award from the U.S. Department of Energy.

From: Deb Andrews [<mailto:DGA@portlandmaine.gov>]
Sent: Tuesday, May 04, 2010 4:52 PM
To: Paquin, Ken
Subject: Re: 45 Exchange St review

Dear Mr. Paquin:

Thank you for the photos. As I told Mr. Nichols, I am comfortable signing off on the replacement of the 6 windows on the rear, provided the remaining rear windows are replaced with the same

5/5/2010

replacement unit and within a specified time period. Following are the conditions of approval I would propose. These are the same as for the front windows approved last year:

- * Replacement sash and frame to match those installed on front facade in 2009 which replicate existing historic sash and frame in all dimensions, profiles and other visual characteristics.
- * Glass to be clear with no low-e coating in order to match existing sash.
- * Remaining windows on Market Street facade to be replaced within 18 months of this approval date to insure uniformity of fenestration.

Deb Andrews
Historic Preservation Program Manager

>>> "Paquin, Ken" <kpaquin@pellaboston.com> 5/4/2010 4:02 PM >>>
<<Knight Phase 2 (1) Historic review.JPG>> Ms <<Knight Hannigan before
and after phase 1.jpg>> . Andrews,

You spoke to Bob Nichols yesterday regarding historic approval for the next phase at 45 Exchange St. Attached you will find a picture taken during our last installation showing one original window(left) and one replaced(right). The other picture shows the 6 windows we plan to replace. Please let me know if you have any additional questions.

Best Regards,
Ken

Ken Paquin
Fulfillment Manager
Pella Windows and Doors
45 Fondi Rd
Haverhill, Ma 01832
800-866-9886 x116

The message is ready to be sent with the following file or link attachments:

Knight Phase 2 (1) Historic review
Knight Hannigan before and after phase 1

Note: To protect against computer viruses, e-mail programs may prevent sending or receiving certain types of file attachments. Check your e-mail security settings to determine how attachments are handled.

5/5/2010