

DISPLAY THIS CARD ON PRINCIPAL FRONTAGE OF WORK



CITY OF PORTLAND

BUILDING PERMIT

This is to certify that MOULTON STREET REALTY LLC

Located At 5 MOULTON

Job ID: 2011-07-1663-ALTCOMM

CBL: 032 - - S - 005 - 001 - - - -

has permission to Install 14 replacement 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**

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 Inspections 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.**

1. Final inspection required upon completion of work.

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



PORTLAND MAINE

Strengthening a Remarkable City, Building a Community for Life • www.portlandmaine.gov

Director of Planning and Urban Development
Penny St. Louis

Job ID: 2011-07-1663-ALTCOMM

Located At: 5 MOULTON

CBL: 032 - - S - 005 - 001 - - - -

Conditions of Approval:

Zoning

1. This permit is being approved on the basis of plans submitted. Any deviations shall require a separate approval before starting that work.
2. ANY exterior work requires a separate review and approval thru Historic Preservation. This property is located within an Historic District.

Historic

* Windows to have three lites, consistent with original historic appearance and multi-lite windows on lower floors. Must have exterior muntins.

Building

This permit authorizes window replacement only. It does not allow any structural or other work.

City of Portland, Maine - Building or Use Permit Application

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

Job No: 2011-07-1663-ALTCOMM	Date Applied: 7/8/2011	CBL: 032 - - S - 005 - 001 - - - -	
Location of Construction: 5 MOULTON ST	Owner Name: MOULTON STREET REALTY LLC	Owner Address: 5 MOULTON ST PORTLAND, ME 04101	Phone: 207-772-2422
Business Name:	Contractor Name: William Nicholas, Pella Windows	Contractor Address: 45 Fondi Rd., HAVERHILL MA 01832	Phone: (978) 264-7255
Lessee/Buyer's Name:	Phone:	Permit Type: BUILDING	Zone: B-3
Past Use: Commercial	Proposed Use: Commercial – 14 replacement windows (7th floor)	Cost of Work: 18000.00	CEO District:
		Fire Dept: <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Denied <input type="checkbox"/> N/A Signature: <i>Capt. Piroone</i>	Inspection: <i>Window</i> Use Group: <i>replacement</i> Type: <i>IBCO5</i> Signature: <i>[Signature]</i>
Proposed Project Description: 14 Replacement windows 7 floor top of building		Pedestrian Activities District (P.A.D.)	
Permit Taken By:		Zoning Approval	

1. This permit application does not preclude the Applicant(s) from meeting applicable State and Federal Rules. 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 informatin may invalidate a building permit and stop all work.	Special Zone or Reviews <input type="checkbox"/> Shoreland <input type="checkbox"/> Wetlands <input type="checkbox"/> Flood Zone <input type="checkbox"/> Subdivision <input type="checkbox"/> Site Plan <input type="checkbox"/> Maj <input type="checkbox"/> Min <input type="checkbox"/> MM Date: <i>Ok w/ conditions</i> <i>7/13/11 ASH</i>	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 <input type="checkbox"/> Not in Dist or Landmark <input type="checkbox"/> Does not Require Review <input type="checkbox"/> Requires Review <input checked="" type="checkbox"/> Approved <input checked="" type="checkbox"/> Approved w/Conditions <input type="checkbox"/> Denied Date: <i>7/14/11</i> <i>D. Andrews</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 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
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RESPONSIBLE PERSON IN CHARGE OF WORK, TITLE	DATE	PHON
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2011-07-1663

B-3, Hickin

7/13/11



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>5 MOULTON ST</u>			
Total Square Footage of Proposed Structure/Area		Square Footage of Lot	Number of Stories <u>7</u>
Tax Assessor's Chart, Block & Lot Chart# <u>32</u> Block# <u>S</u> Lot# <u>5</u>	Applicant * <u>must</u> be owner, Lessee or Buyer* Name <u>MARK MELONE</u> Address <u>5 MOULTON ST</u> City, State & Zip <u>PORTLAND ME 04101</u>		Telephone: <u>207-772-2422</u>
Lessee/DBA (If Applicable)	Owner (if different from Applicant) Name <u>V</u> Address City, State & Zip	Cost Of Work: \$ <u>18,000--</u> Hist. Fee: \$ <u>50</u> Total Fee: \$ <u>250</u>	
Current legal use (i.e. single family) <u>Mixed Use</u> Number of Residential Units _____ If vacant, what was the previous use? _____ Proposed Specific use: _____ Is property part of a subdivision? <u>NO</u> If yes, please name _____ Project description: <u>14 REPLACEMENT WINDOWS (1 Floor top of BUILDING)</u> <u>*NO structural*</u>			
Contractor's name: <u>PELLA WINDOWS</u>			
Address: <u>45 FONDE RD</u>			
City, State & Zip <u>HAVERHILL MA 01832</u>		Telephone: <u>978-265-7255</u>	
Who should we contact when the permit is ready: <u>William Nichols</u>		Telephone: <u>"</u>	
Mailing address: <u>45 FONDE RD HAVERHILL MA 01832</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: William NicholsDate: 7-8-11

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



Proposal - Detailed

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

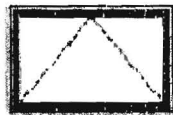
Sales Rep Name: Dardano, A
Sales Rep Phone: (800) 287-5649
Sales Rep E-Mail: DardanoAP@pellaboston.com
Sales Rep Fax: 207-253-1856

Also needs sidewalk & parking permit

7/18 - 7/23/11

Customer Information	Project/Delivery Address	Order Information
Mark Malone 5 Moulton Street PORTLAND, ME 04101 Day Phone: (207) 772-2422 Mobile Phone: Fax Number: E-Mail: Contact Name: Great Plains #: 3223424	ME XARD Malone, Mark 5 Moulton Street Lot # PORTLAND, ME 04101 County: CUMBERLAND Owner Name: Mark Malone Owner Phone: (207) 772-2422 Quoted Date: Contracted Date: Booked Date: Customer PO #:	Quote Name: 5/10/2011 PL Order Number: 741 <i>PO0177</i> Quote Number: 2593634 Order Type: Installed Sales Wall Depth: Payment Terms: Deposit/C.O.D. Tax Code: ME TAXABLE Cust Delivery Date: None Quoted Date: 5/10/2011 Contracted Date: Booked Date: Customer PO #:

Line #	Location:	Attributes	Attributes	Qty
10	top floor	ProLine, Awning Right, Black		12



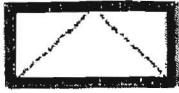
Viewed From Exterior

1: Size Right Awning
 General Information: Clad
 Exterior Color / Finish: Seacoast EnduraClad, Black
 Interior Color / Finish: Prefinished White Interior
 Glass: Insulated Low E Advanced Argon Gas
 Hardware Options: White
 Screen: Full Screen, White, InView
 Grille:
 Exterior Paint Seacoast Warranty: Yes

FF < 48 wide - Install Full Frame Window 48 inches or less wide
 3rd Story and Above - >30ft To Top Of Window - Install Charge (per unit)
 Capping - Full Capping (per unit)

Qty 1 ✓
 Qty 1 ✓
 Qty 1 ✓

For more information regarding the finishing, maintenance, service and warranty of all Pella® products, visit the Pella® website at www.pella.com

Line #	Location:	Attributes	Qty
15	top floor	ProLine, Awning Right, Black	2
 <p>Viewed From Exterior</p> <p>1: Size Right Awning General Information: Clad Exterior Color / Finish: Seacoast EnduraClad, Black Interior Color / Finish: Prefinished White Interior Glass: Insulated Low E Advanced Argon Gas Hardware Options: White Screen: Full Screen, White, InView Grille: Exterior Paint Seacoast Warranty: Yes</p> <p>FF_48-96 wide - Install Full Frame Window _48-96 inches wide Qty 1 3rd Story and Above - >30ft To Top Of Window - Install Charge (per unit) Qty 1 Capping - Full Capping (per unit) Qty 1</p>			

Thank You For Your Interest In 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 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.

BRANCH WARRANTY:

TERMS & CONDITIONS:

QUOTES ARE VALID FOR 30 DAYS

For more information regarding the finishing, maintenance, service and warranty of all Pella® products, visit the Pella® website at www.pella.com

Printed on 6/2/2011

Detailed Proposal

Page 2 of 3

Customer: Mark Malone

Project Name: ME XAPD Malone, Mark

Quote Number: 2693334

Joe Malone

Customer Name (Please print)

Customer Signature

5/3/11

Date

PETER DARRA

Pella Sales Rep Name (Please print)

Pella Sales Rep Signature

Date

6/6/11

Order Totals	
Taxable Subtotal	\$9,445.60
Sales Tax @ 5%	\$472.28
Non-taxable Subtotal	\$8,779.32
Total	\$18,697.20
Deposit Received	\$9,348.60
Amount Due	\$9,348.60

For more information regarding the finishing, maintenance, service and warranty of all Pella® products, visit the Pella® website at www.pella.com

Printed on 6/2/2011

Detailed Proposal

Page 3 of 3

NOTICE OF CANCELLATION

Customer Name: 6.6/11
(Please print)

Date of transaction: MARK MALONE

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 6/9/11 (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?r=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 (_____)

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



CITY OF PORTLAND, MAINE

Department of Building Inspections

Original Receipt

20

Received from _____

Location of Work _____

Cost of Construction \$ _____ Building Fee: _____

Permit Fee \$ _____ Site Fee: _____

Certificate of Occupancy Fee: _____

Total: _____

Building (I1) _____ Plumbing (I5) _____ Electrical (I2) _____ Site Plan (U2) _____

Other _____

CBL: _____

Check #: _____ Total Collected \$ _____

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

Taken by: _____

WHITE - Applicant's Copy

YELLOW - Office Copy

PINK - Permit Copy