

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

BUILDING INSPECTION

## PERMIT

Permit Number: 080636

Please Read Application And Notes, If Any, Attached

PERMIT ISSUED  
JUL 10 2008  
CITY OF PORTLAND

This is to certify that NICHOLS LULU FERNE / Allow Lead Builders/ Michael  
has permission to Replacing 22 windows on front side of building w/ alum clad inserts in original openings no structural changes

AT 127 YORK ST 044 A005001

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

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

Notification of inspection must be given and when permission proceeds before this building or part thereof is closed or closed-in. 4 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. \_\_\_\_\_  
Health Dept. \_\_\_\_\_  
Appeal Board \_\_\_\_\_  
Other \_\_\_\_\_  
Department Name

*[Signature]* 7/3/08  
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

<b>Permit No:</b> 08-0636	<b>Issue Date:</b>	<b>CBL:</b> 044 A005001
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<b>Location of Construction:</b> 127 YORK ST	<b>Owner Name:</b> NICHOLS LULU FERNE	<b>Owner Address:</b> 277 TUTTLE RD	<b>Phone:</b>
<b>Business Name:</b>	<b>Contractor Name:</b> Willow Ledge Builders/ Michael	<b>Contractor Address:</b> PO Box 859 Yarmouth	<b>Phone:</b> 2078466944
<b>Lessee/Buyer's Name</b>	<b>Phone:</b>	<b>Permit Type:</b> Alterations - Multi Family	<b>Zone:</b> R-6

<b>Past Use:</b> <del>single</del> legal dwelling units Twelve (12) units see attached	<b>Proposed Use:</b> no change of use allowed - Replacing 22 windows on front side of building with alum clad inserts in original openngs no structural changes	<b>Permit Fee:</b> \$100.00	<b>Cost of Work:</b> \$8,000.00	<b>CEO District:</b> 2
		<b>FIRE DEPT:</b> <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Denied	<b>INSPECTION:</b> Use Group: R-2 Type: 3B IBC 2003	

<b>Proposed Project Description:</b> Replacing 22 windows on front side of building with alum clad inserts in original openngs no structural changes	<b>Signature:</b> <i>Greg Cass</i>	<b>Signature:</b> <i>[Signature]</i>
<b>PEDESTRIAN ACTIVITIES DISTRICT (P.A.D.)</b>		
Action: <input type="checkbox"/> Approved <input type="checkbox"/> Approved w/Conditions <input type="checkbox"/> Denied		
<b>Signature:</b>		<b>Date:</b>

<b>Permit Taken By:</b> Idobson	<b>Date Applied For:</b> 06/05/2008	<b>Zoning Approval</b>	
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<ol style="list-style-type: none"> <li>This permit application does not preclude the Applicant(s) from meeting applicable State and Federal Rules.</li> <li>Building permits do not include plumbing, septic or electrical work.</li> <li>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..</li> </ol>	<b>Special Zone or Reviews</b> <input type="checkbox"/> Shoreland <input type="checkbox"/> Wetland <input type="checkbox"/> Flood Zone <input type="checkbox"/> Subdivision <input type="checkbox"/> Site Plan Maj <input type="checkbox"/> Minor <input type="checkbox"/> MM <input type="checkbox"/>	<b>Zoning Appeal</b> <input type="checkbox"/> Variance <input type="checkbox"/> Miscellaneous <input type="checkbox"/> Conditional Use <input type="checkbox"/> Interpretation <input type="checkbox"/> Approved <input type="checkbox"/> Denied	<b>Historic Preservation</b> <input checked="" type="checkbox"/> Not in District or Landmark <input type="checkbox"/> Does Not Require Review <input type="checkbox"/> Requires Review <input type="checkbox"/> Approved <input type="checkbox"/> Approved w/Conditions <input type="checkbox"/> Denied
	Date: <i>6/10/09</i>	Date: <i>[Signature]</i>	Date: <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

<b>Permit No:</b> 08-0636	<b>Date Applied For:</b> 06/05/2008	<b>CBL:</b> 044 A005001
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<b>Location of Construction:</b> 127 YORK ST	<b>Owner Name:</b> NICHOLS LULU FERNE	<b>Owner Address:</b> 277 TUTTLE RD	<b>Phone:</b>
<b>Business Name:</b>	<b>Contractor Name:</b> Willow Ledge Builders/ Michael	<b>Contractor Address:</b> PO Box 859 Yarmouth	<b>Phone:</b> (207) 846-6944
<b>Lessee/Buyer's Name</b>	<b>Phone:</b>	<b>Permit Type:</b> Alterations - Multi Family	

<b>Proposed Use:</b> no change of use allowed - Replacing 22 windows on front side of building with alum clad inserts in original openings no structural changes	<b>Proposed Project Description:</b> Replacing 22 windows on front side of building with alum clad inserts in original openings no structural changes
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**Dept:** Zoning      **Status:** Approved with Conditions      **Reviewer:** Marge Schmuckal      **Approval Date:** 06/10/2008

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

- 1) This is NOT an approval for an additional dwelling unit. You SHALL NOT add any additional kitchen equipment including, but not limited to items such as stoves, microwaves, refrigerators, or kitchen sinks, etc. Without special approvals.
- 2) This property shall remain a twelve (12) family dwelling. 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:** 07/03/2008

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

- 1) This permit authorizes window replacement only. No other construction activity is authorized.

**Dept:** Fire      **Status:** Approved      **Reviewer:** Capt Greg Cass      **Approval Date:** 06/13/2008

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

**Comments:**

6/10/2008-mes: The assessors show this to be a 12 family dwelling unit, however the pre-1957 cards show this to be a six dwelling unit. I can not find a microfiche specifically allowing a change of use for this building from 6 to 12 dwelling units. I will be writing a letter informing the owner that they need to legalize the illegal dwelling units.

6/17/2008-mes: The current owner brought in a copy of an issued building permit in 1969 (#69-0517) that showed a change of use from 6 dwelling units to 12 residential dwelling units which is now considered to be the legal use of the building.



# 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>127-129 YORK ST. PORTLAND, ME 04101</u>		
Total Square Footage of Proposed Structure/Area		Square Footage of Lot <u>7122</u>
Tax Assessor's Chart, Block & Lot Chart#      Block#      Lot# <u>044 - A - 005 - 001</u>	Applicant * <b>must</b> be owner, Lessee or Buyer* Name <u>LAURENCE ALLEN, JR., CONSERVATOR</u> Address <u>277 TUTTLE ROAD</u> City, State & Zip <u>CUMBERLAND CTR., ME 04021</u>	Telephone: <u>829-3893</u>
Lessee/DBA (If Applicable)	Owner (if different from Applicant) Name <u>ESTATE OF L.F. NICHOLS</u> Address <u>C/O L.S. ALLEN, JR. CONSERVATOR</u> <u>277 TUTTLE ROAD</u> City, State & Zip <u>CUMBERLAND CTR., ME 04021</u>	Cost Of Work: \$ <u>8,000.-</u> C of O Fee: \$ _____ Total Fee: \$ _____
Current legal use (i.e. single family) <u>APT HOUSE - 12 UNITS</u> If vacant, what was the previous use? _____ Proposed Specific use: _____ Is property part of a subdivision? _____ If yes, please name _____ Project description: <u>REPLACING 22 WINDOWS ON FRONT OF BUILDING WITH ALUM. CLAD INSERTS IN ORIGINAL OPENINGS NO STRUCTURAL CHANGES</u>		
Contractor's name: <u>WILLOW LEDGE BUILDERS</u> Address: <u>P.O. BOX 859 (MAIN ST.)</u> City, State & Zip <u>YARMOUTH, ME 04096</u> Telephone: <u>846-6944</u> Who should we contact when the permit is ready: <u>L.S. ALLEN, JR.</u> Telephone: <u>829-3893</u> Mailing address: <u>277 TUTTLE RD, CUMBERLAND CTR., ME 04021</u> OR <u>749-1937</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](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: Laurence Allen Jr Date: 6/4/08

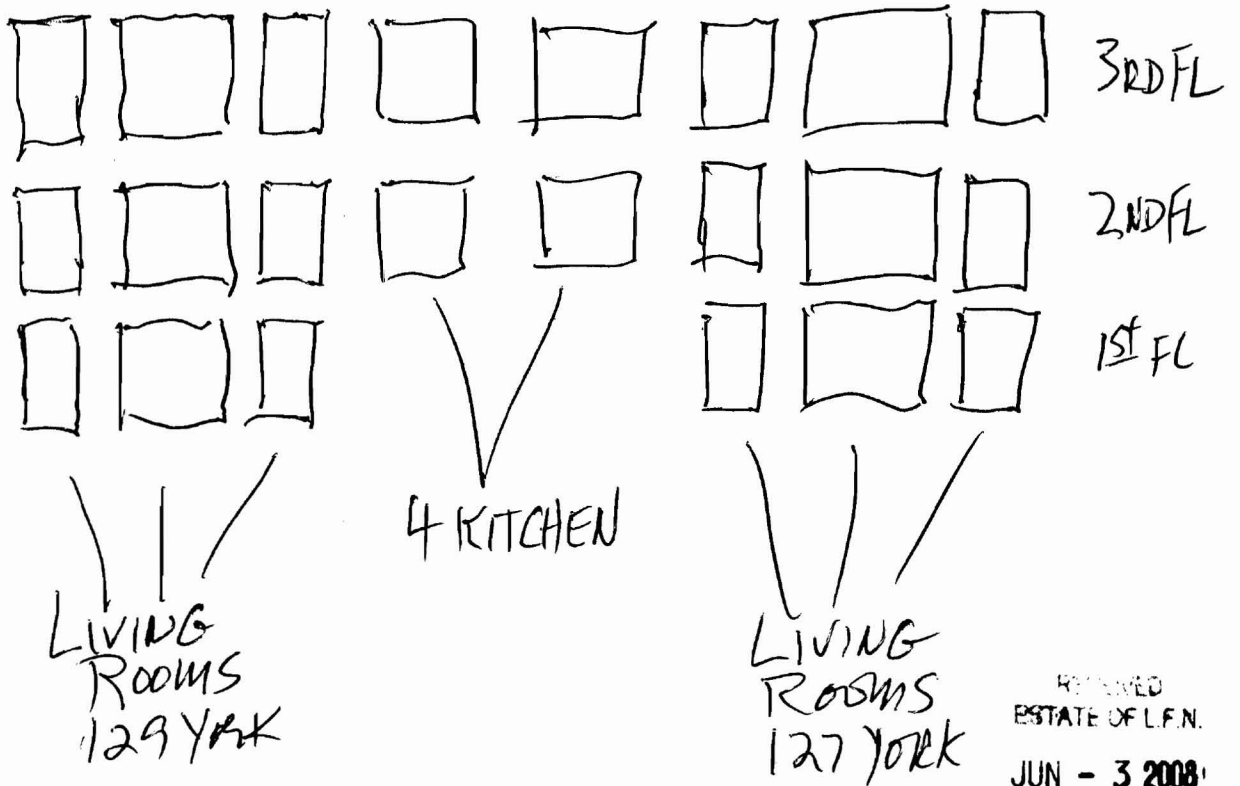
This is not a permit; you may not commence ANY work until the permit is issue

RECEIVED  
STATE OF L.P.M.

JUN - 3 2008



FRONT ONLY -  
LIVING ROOMS  
AND KITCHEN  
ON 2nd & 3rd



REMOVED  
ESTATE OF L.F.N.  
JUN - 3 2008

The Marvin Window Store by Hancock Lumber  
341 Marginal Way  
Portland, Maine 04101  
(207) 874-0852 Fax: (207) 775-2850  
Sales Person: Guy R. Doyon CSI, CDT  
gdoyon@hancocklumber.com  
www.hancocklumber.com



February 29, 2008

L.F.NICHOLS  
c/o L.S.Allen, Jr., Conservator  
277 Tuttle Road  
Cumberland Center, ME 04021-4118  
Home: (207) 829-3893

Project: 127-129 YORK STREET  
PORTLAND, ME 04101

#### MATERIALS & LABOR PROPOSAL

The Marvin Window Store by Hancock Lumber proposes to furnish all material necessary for the improvements located at the above address according to the following specifications:

#### Scope of Work to be Performed

##### **GENERAL PRODUCT SPECIFICATIONS EXCEPT AS NOTED BELOW**

**Manufacturer:** Marvin

**Product Line:** Clad Pine

**Glass:** Low E II w/ Argon

**Grille/Divided Lite Bar Type:** 7/8" Simulated Divided Light w/Spacer Bar

**Interior Finish:** Bare Wood

**Exterior Finish:** Medium Bronze Aluminum Clad

**Interior Casing:** no changes

**Exterior Casing:** Aluminum Clad Kinsley Casing w/Field Applied Sill  
Panning

**Jamb Depth:** 3-1/4"

**Screen:** Half Screen

**Screen Color:** Bronze

**Screen Material:** Charcoal Fiberglass Mesh

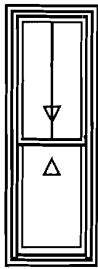
**Jambliner Color:** Beige

## Window Hardware: Satin Taupe (standard)

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**Item#: 1 Location: FRONT BAY FLANKER LIV.RM. Qty: 11**

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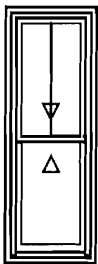


Clad insert double hung; Inside opening: 23 5/8" x 64 1/2"; First sash: glass size 17 15/16" x 28 17/32", insulated glass – 1 lite, low E II glass with argon gas, 7/8" rectangular simulated divided lite with spacer bar – special lite cut 2 wide x 1 high: bronze clad exterior – bare wood, pine int.; Second sash: glass size 17 15/16" x 28 17/32", insulated glass – 1 lite, low E II glass with argon gas; Existing sill angle is 8 degrees; Unit will be built with 8 degree frame bevel; Satin taupe sash lock; Half screen: bronze frame, charcoal fiberglass mesh; 3 1/4" jamb depth; Bare pine interior; Bronze clad exterior, exterior.

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**Item#: 2 Location: FRONT BAY FLANKER LIV.RM. Qty: 1**

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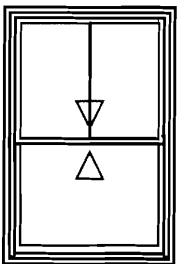


Clad insert double hung; Inside opening: 23 5/8" x 63 3/4"; First sash: glass size 17 15/16" x 28 5/32", insulated glass – 1 lite, low E II glass with argon gas, 7/8" rectangular simulated divided lite with spacer bar – special lite cut 2 wide x 1 high: bronze clad exterior – bare wood, pine int.; Second sash: glass size 17 15/16" x 28 5/32", insulated glass – 1 lite, low E II glass with argon gas; Existing sill angle is 8 degrees; Unit will be built with 8 degree frame bevel; Satin taupe sash lock; Half screen: bronze frame, charcoal fiberglass mesh; 3 1/4" jamb depth; Bare pine interior; Bronze clad exterior, exterior.

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**Item#: 3 Location: FRONT BAY CENTERS-LIVRM Qty: 4**

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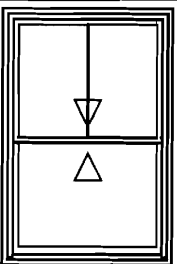


Clad insert double hung; Inside opening: 43 5/8" x 64 1/2"; First sash: glass size 37 15/16" x 28 17/32", insulated glass – 1 lite, low E II glass with argon gas, 7/8" rectangular simulated divided lite with spacer bar – special lite cut 2 wide x 1 high: bronze clad exterior – bare wood, pine int.; Second sash: glass size 37 15/16" x 28 17/32", insulated glass – 1 lite, low E II glass with argon gas; Existing sill angle is 8 degrees; Unit will be built with 8 degree frame bevel; Satin taupe sash lock; Half screen: bronze frame, charcoal fiberglass mesh; 3 1/4" jamb depth; Bare pine interior; Bronze clad exterior, exterior.

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**Item#: 4 Location: BAY CTR. LIV RM. Qty: 2**

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Clad insert double hung; Inside opening: 43 5/8" x 64 1/4"; First sash: glass size 37 15/16" x 28 13/32", insulated glass – 1 lite, low E II glass with argon gas, 7/8" rectangular simulated divided lite with spacer bar – special lite cut 2 wide x 1 high: bronze clad exterior – bare wood, pine int.; Second sash: glass size 37 15/16" x 28 13/32", insulated glass – 1 lite, low E II glass with argon gas; Existing sill angle is 8 degrees; Unit will be built with 8 degree frame bevel; Satin taupe sash lock; Half screen: bronze frame, charcoal fiberglass mesh; 3 1/4" jamb depth; Bare pine interior; Bronze clad exterior, exterior.

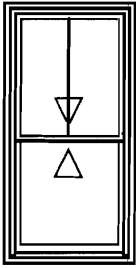
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1/4" = 1' 0" - All drawings are exterior views.

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**Item#: 5 Location: FRONT KITCHEN Qty: 4**

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3rd flr; Clad insert double hung; Inside opening: 33 5/8" x 64 1/2"; First sash: glass size 27 15/16" x 28 17/32", insulated glass – 1 lite, low E II glass with argon gas, 7/8" rectangular simulated divided lite with spacer bar – special lite cut 2 wide x 1 high: bronze clad exterior – bare wood, pine int.; Second sash: glass size 27 15/16" x 28 17/32", insulated glass – 1 lite, low E II glass with argon gas; Existing sill angle is 8 degrees; Unit will be built with 8 degree frame bevel; Satin taupe sash lock; Half screen: bronze frame, charcoal fiberglass mesh; 3 1/4" jamb depth; Bare pine interior; Bronze clad exterior, exterior.

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**Item#: 6 Location: KINSLEY CASING Qty: 25**

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Clad clad extrusions – 12ft; Kinsley, casing; Bronze clad exterior, exterior.

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**Item#: 7 Location: CASING SCREWS Qty: 150**

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11808110 screw – phillips fh screw – cbmc.

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**Item#: 8 Location: CASING SCREWS CONTINUED ON NEXT PAGE Qty: 100**

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11800498 screw-sub sill to unit sill-cbmc.

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**Item#: 9 Location: VINYL BARB Qty: 50**

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16000600 v087 connecting barb – 150".

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**Item#: 10 Location: SILL FILLER Qty: 15**

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18601080 a110 2" frame expander – 150" – bz.

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**Item#: 11 Location: KERF W/STRIPPING Qty: 400**

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15910100 l/f access kerf w/s-frame m1242 – beige.

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**Item#: 12 Location: ADHESIVE TAPE Qty: 40**

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10500051 mull sealant tape – 120".

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**Item#: 13 Qty: 1**

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Sill Repair Materials; Misc.: Advanced Repair Technologies Epoxy & Primatrate, Pressure Treated Lumber for Replacement of Sills where needed.

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**Item#: 14 Qty: 1**

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MISCELLANEOUS INSTALLATION MATERIALS.

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**Item#: 15 Location: RTOP KINSLEY CASING Qty: 15**

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Clad clad extrusions – 12ft; Round top#op, kinsley, casing – 43688; Bronze clad exterior, exterior.

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1/4" = 1' 0" - All drawings are exterior views.



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**Item#: 16 Location: VARIATION 3 FILLER Qty: 15**

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Clad clad extrusions – 12ft; Variation #3 filler piece – 38320; Bronze clad exterior, exterior.

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**Item#: 17 Location: SILL WRAPPING STOCK Qty: 2**

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15221312 coil stock 18" x 50' – bz/bn.

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**Item#: 18 Location: COLOR MATCHED SILICONE Qty: 2**

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11407098 silicone – case – 20 tubes – bronze.

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### **General Installation Conditions and Provisions**

**STANDARD INSERT STYLE REPLACEMENT INCLUDES:**

- Removal of old sashes, pulleys and weights
- Insulate existing weight pockets
- Set, level, plumb and shim new unit as necessary
- Insulate around perimeter of unit
- Re-install interior blind stops
- Disposal of debris

**CLEANING:** Contractor shall keep the premises free from accumulation of waste material and trash. Job site will be kept broom clean on a daily basis. Upon completion of the work, we will remove all trash and waste material from the premises associated with the construction.

**WORKMANSHIP:** All work will be carried on in an orderly manner, and skilled workmen will be employed throughout the course of the job.

**HAZARDOUS MATERIALS:** The discovery and/or removal or testing of any hazardous materials as defined by the Environmental Protection Agency (EPA) is excluded from this scope of work. Contractor reserves the right to stop work until such materials are removed.

Contractor has made no investigation to determine whether there is radon gas, lead, asbestos and/or any other environmental pollutants or health hazards in the home or affecting the premises. Contractor disclaims any representation or warranty as to the presence or lack of radon, lead, asbestos and/or any hazardous environmental or health condition, or as to the effect of radon, lead, asbestos and/or any such condition on the premises or residents, before or after completion of all work done pursuant to this contract.

**UNFORESEEN CONDITIONS:** All hidden, concealed or unforeseen conditions, including code violations, that must be repaired, corrected, replaced, or overcome, shall result in a change order to the work.

**SITE:** The owner is to provide access as necessary to the construction supervisor. The owner is to provide a bathroom facility for the workers. Contractor shall not be held responsible for non-negligent damage to driveways, walks, lawns, shrubs or vegetation that may be caused by normal movement of man or material.

**ESTIMATED TIME OF START & COMPLETION:** The approximate start date for this project is 10-12 weeks from the date the Marvin Window Store by Hancock Lumber is authorized to place the order for the windows and/or doors. The approximate time of substantial completion on this project is 5-7 working days after construction begins. These starting and completion dates are subject to product delivery dates from factory, weather conditions and field changes.

**INSURANCE:** Contractor shall carry insurance for the entire time of construction including worker's compensation, property damage and public liability insurance as required by the state.

**WARRANTY INFORMATION:** Contractor guarantees all labor for a period of one year and all factory material as specified by the manufacturer.

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1/4" = 1' 0" - All drawings are exterior views.

**DISPUTE RESOLUTION:** All claims arising out of, or relating to, the agreement or breach thereof, shall be decided by binding arbitration in accordance with the rules and procedures of the American Arbitration Association, unless the parties mutually agree otherwise. Notice of demand for arbitration shall be filed within a reasonable time after the dispute has arisen.

**CONTRACTOR RIGHT OF RESCISON:** This contract is subject to field verification. Contractor reserves the right to cancel this agreement within 10 business days of acceptance.

**EXCLUSIONS:** Unless otherwise specified, the following are not included in this contract:

- Building permits
- Interior and Exterior Painting
- Filling of nail holes
- Removal or installation of window treatments
- Moving of Furniture
- Washing of windows

## **TERMS AND CONDITIONS**

1. **GOVERNING TERMS AND CONDITIONS.** Hancock's prices are based on these terms and conditions of sale. This document, together with any additional writings signed by Hancock, represents a final, complete, and exclusive statement of the agreement between the parties and may not be modified, supplemented, explained or waived by parole evidence, Buyer's purchase order, any course of dealing, Hancock's performance or delivery, or in any other way except in writing signed by Hancock through its authorized representative. These terms and conditions are intended to cover all activity of Hancock and Buyer hereunder, including sales and use of products, parts, and work, and all related matters (references to products include parts and references to work include construction and installation). Any reference made herein to Buyer's specifications, work requirements, or similar requirements is made only to describe the products and work covered thereby, and no warranties or other terms therein shall have any force or effect. Both acceptance by the Buyer and Hancock's obligations hereunder are expressly conditional on Buyer's assent to these terms and conditions. Hancock objects to any terms that are different from, or additional to, these terms and conditions.

2. **RISK OF LOSS AND TITLE.** Full risk of loss (including transportation delays and losses) shall pass to Buyer upon delivery of the products to the F.O.B. point. Hancock, however, retains title, for security purposes only, to all products and work until it has received payment in full in cash. Hancock may, at its option, repossess its products or work upon Buyer's default in payment or other obligations hereunder, and may charge Buyer with any deficiency.

3. **TAXES.** All federal, state, and local taxes imposed on the sale or use of any products or work, or the furnishing of any service, and all other similar taxes shall be charged to and paid by Buyer, regardless of whether any other document relating to this transaction addresses, or fails to address, the subject of taxes. Hancock may accept a valid exemption certificate from Buyer, if applicable, but if an exemption certificate previously accepted is not recognized by the governmental taxing authority involved, and Hancock is required to pay the tax covered by such exemption certificate, Buyer agrees to reimburse Hancock for the taxes paid.

4. **PERFORMANCE, INSPECTION, AND ACCEPTANCE.** Buyer shall finally inspect and accept all products within ten (10) days after arrival at point of delivery, and Buyer shall inspect and approve all work by Hancock within ten (10) days after Hancock completes that work. All claims by Buyer (including claims for shortages) which a reasonable inspection would reveal must be asserted in writing by Buyer within said Ten (10) day period. Failure of Buyer to give such timely notice of defect, non-conformity, or other claim shall result in waiver and release of such claim and final acceptance of the product or work.

5. **EVENTS BEYOND HANCOCK'S CONTROL.** Hancock shall not be liable for failure to perform or delay in performance due to any cause beyond its reasonable control, or due to fire, flood, strike, or other labor difficulty, act of God, any governmental authority, or transportation difficulties, delays in usual sources of supply and major changes in economic conditions. In the event of delay in performance due to any such cause, the date of delivery or shipment will be extended by a period of time reasonably necessary to overcome the effect of such delay.

### **6. WARRANTY AND LIMITATION OF LIABILITY AND REMEDY.**

A. Hancock warrants that products of its own manufacture, when shipped, will be of good quality, will be free of defects in material and workmanship, and will conform to applicable specifications, and Hancock warrants that the

work it performs will meet applicable work requirements. Hancock makes no warranty with respect to products not manufactured by Hancock, or work performed by others than Hancock, but Hancock will assign to Buyer, upon request at the time of sale, whatever warranty Hancock has received from manufacturers or other providers of work. In no event will Hancock be responsible for damages, if any, caused by improper handling, storage, application, or use of products or work after Hancock ceases to have custody, possession, or control thereof, including without limitation failure to keep products or work dry and safe from environments that create or promote the development or growth of mold. Any Hancock recommendations with respect to the handling, storage, application, or use of the products or work are advisory only and are not warranted. All claims under this warranty must be made in writing immediately after discovery of any breach thereof and, in any event, within the earlier of the following dates: (1) twelve(12) months from the date of delivery of those products that are subject to the claim or, in case of work, within twelve (12) months after the last date of those items of work that are subject of the claim or (2) within fifteen (15) months of the date of invoice for the products or work in question. Product or work which is the subject of the warranty claim must be held for Hancock's inspection. THE FOREGOING IS EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES WHATSOEVER, EXPRESSED, IMPLIED AND STATUTORY, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTY OF MERCHANTABILITY AND FITNESS.

B. Upon Buyer's submission of a claim, as provided above, and reasonable substantiation of the claim by Hancock, Hancock shall at its option either, (i) repair or replace its products or work at the original F.O.B. point or, at Hancock's option, the location of the products or work, or(ii) refund an equitable portion of the purchase price. If Hancock elects to repair or replace its products or work, such repair and replacement shall include repair or replacement of the product itself or the work itself, and shall not include the cost of removing the products or work from the location in which they have been installed, or the cost of reinstalling them. In no event shall Hancock be liable for more than the total purchase price of the product or work.

C. THE FOREGOING IS HANCOCK'S ONLY OBLIGATION AND BUYER'S EXCLUSIVE REMEDY FOR BREACH OF WARRANTY, AND THE FOREGOING IS BUYER'S EXCLUSIVE REMEDY AGAINST HANCOCK FOR ALL CLAIMS ARISING HEREUNDER OR RELATING HERETO, WHETHER SUCH CLAIMS ARE BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHER THEORIES. BUYER'S FAILURE TO SUBMIT A CLAIM AS PROVIDED ABOVE SHALL SPECIFICALLY WAIVE ALL CLAIMS FOR DAMAGES OR OTHER RELIEF, INCLUDING BUT NOT LIMITED TO CLAIMS BASED ON LATENT DEFECTS. IN NO EVENT SHALL BUYER BE ENTITLED TO SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES. ANY ACTION HEREUNDER OR RELATING HERETO, WHETHER BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHER THEORIES MUST BE COMMENCED WITHIN ONE(1) YEAR AFTER THE CAUSE OF ACTION ACCRUES OR IT WILL BE BARRED.

7. SHOP DRAWINGS. Any shop drawings furnished by Hancock to Buyer must be approved as to all dimensions, details and sections in writing by Buyer before manufacturing will begin, and Buyer assumes responsibility for any discrepancies or errors in the drawings so approved. Drawings shall be deemed approved if Buyer does not comment on them within 10 days of receipt.

8. GOVERNING LAW. Any dispute regarding this agreement or transaction, or related thereto, shall be governed by the law of the State of Maine, without regard to conflict of law principles, including the Maine Prompt Payment Act.

9. ARBITRATION. Any dispute arising out of this agreement or transaction, or related thereto, will be decided under the Commercial Rules of American Arbitration Association, and judgment shall be entered on the award. All arbitration shall take place in Portland, Maine.

10. ATTORNEY'S FEES AND COSTS. If Hancock resorts to arbitration or litigation arising out of this agreement or transaction, or any dispute related thereto, either because Buyer has breached its obligations hereunder or under applicable law, or because Buyer has brought invalid claims against Hancock, Hancock shall be entitled to reasonable attorney's fees and costs. This right shall be in addition to, and not in limitation of, any right Hancock may have under applicable law, including the Maine Prompt Payment Act. Arbitration shall in no respect limit Hancock's rights and remedies under applicable mechanic's lien or similar laws.

## **THIS PROPOSAL IS VALID FOR 30 DAYS**

### **Acceptance Of Proposal**

The above prices, specifications and conditions are satisfactory and hereby accepted. Any changes or modifications to this contract must be in writing and signed by both parties. I understand Marvin windows are custom made to fit my home and cannot be cancelled or returned under any circumstances once the order has been placed. The Marvin Window Store

is authorized to place the order as noted and specified above. Payments will be made as outlined above.

Please note: Marvin's PVD Brass & PVD Satin Nickel door hardware finishes are the only exterior hardware finishes warranted by Marvin in Coastal applications.

Accepted:

\_\_\_\_\_  
LONNIE ALLEN

\_\_\_\_\_  
Date

\_\_\_\_\_  
Guy R. Doyon CSI, CDT  
Installed Replacement Sales Manager

\_\_\_\_\_  
Date



# PORTLAND MAINE

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

*Lee Urban- Director of Planning and Development  
Marge Schmuckal, Zoning Administrator*

June 17, 2008

Estate of L.F. Nichols  
c/o L. S. Allen, Jr., Conservator  
277 Tuttle Road  
Cumberland Center, ME 04021

RE: 127-129 York Street – 044-A-005 – R-6 Zone

Dear Mr. Allen,

Thank you for your quick response to my letter and meeting with me today concerning the building at 127-129 York Street. I appreciate the additional information that you were able to give the City to clarify the issue of use. The copy of the building permit issued in 1969 (#69-0517) clearly shows that a permit was taken out and granted to change the use of this property from 6 dwelling units to 12 dwelling units.

Please note that my letter to you of June 10, 2008 is now mute. The legal number of dwelling units in 127-129 York Street is twelve (12). I will be sure that this letter and the copies of the permit are scanned into our archive system.

Very truly yours,

A handwritten signature in black ink that reads "Marge Schmuckal".

Marge Schmuckal  
Zoning Administrator

Cc: file



# APPLICATION FOR PERMIT

Class of Building or Type of Structure

Second Class

Booklet 2, 1969

May 2, 1969

To the INSPECTOR OF BUILDINGS, PORTLAND, ORE.

127-129 York St.

G.L. Nichols

East Portland, Ore.

774-3263

Contractor's name and address owner

Telephone

Architect Specifications Plans yes No. of sheets 1

Proposed use of building part of building No. families 12

Last use " " No. families 6

Material brick No. stories 3 Heat Style of roof Roofing

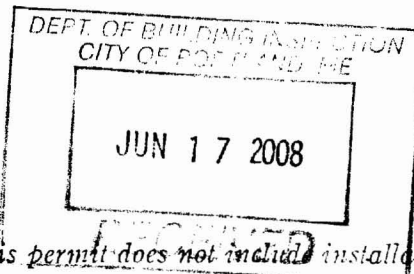
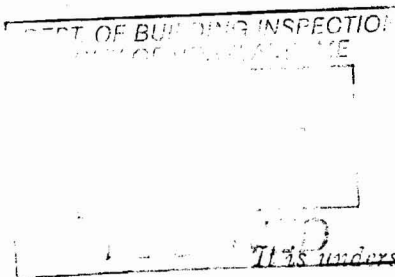
Other buildings on same lot

Estimated cost \$ 15,000

Fee \$

## General Description of New Work

TO: CHIEF OF DEPT. OF BUILDING INSPECTION, 6-2111 N. W. 12th ST., PORTLAND, ORE.  
FROM: G. L. NICHOLS, 127-129 YORK ST., EAST PORTLAND, ORE.



It is understood that this permit does not include installation of heating apparatus which is to be taken out separately by and in the name of the heating contractor. PERMIT TO BE ISSUED TO \_\_\_\_\_

DISPLAY THIS CARD ON PRINCIPAL FRONTAGE OF WORK

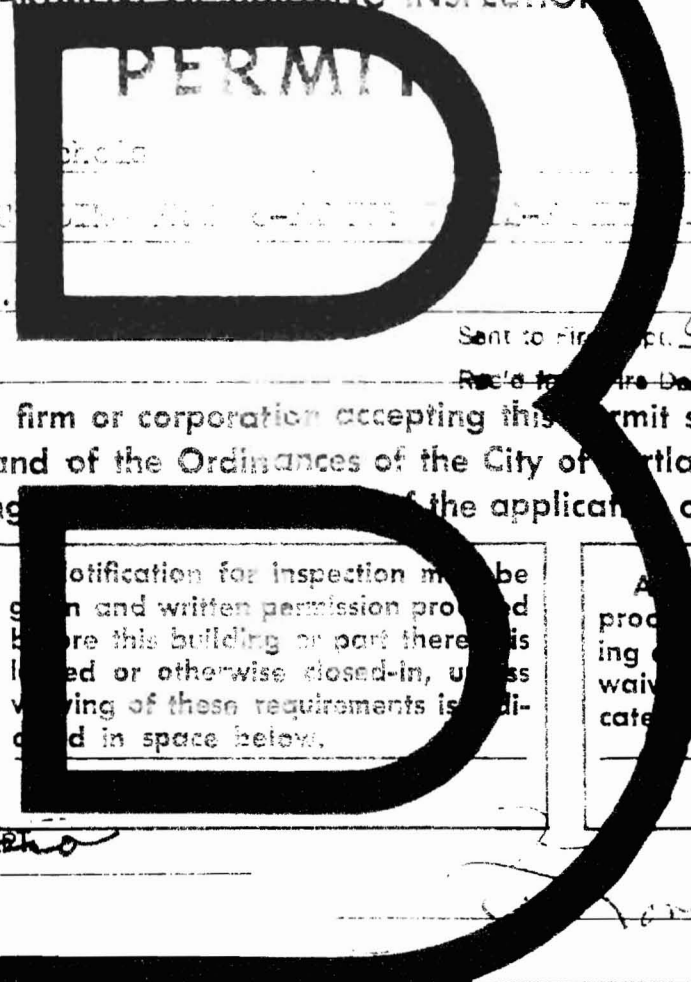
Please Read Application and Notes, if any, Attached

This is to certify that CHANCE has permission to REPAIR WITH REPAIR at 127-129 York St. 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 of the application on file in this department.

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

Approved Joseph R. [Signature] CHIEF

CITY OF PORTLAND PERMIT ISSUED 517 JUN 16 1969 DEPARTMENT OF BUILDING INSPECTION



PERMIT No. 517 CITY No. 127-129 YOR Sent to Fire Dept. 6/17/69 Ward 1 Notification for inspection must be given and written permission provided before this building or part thereof is locked or otherwise closed-in, unless waiving of these requirements is indicated in space below. A certificate of occupancy must be provided by owner before this building or part thereof is occupied, unless waiving of such requirement is indicated in space below.

Inspector of Buildings [Signature]

PENALTY FOR REMOVING THIS CARD

DEPT. OF BUILDING INSPECTION CITY OF PORTLAND

JUN 17 2008 RECEIVED