



Date: 7/2/14

**HISTORIC PRESERVATION
APPLICATION FOR CERTIFICATE OF APPROPRIATENESS**

Pursuant to review under the City of Portland's Historic Preservation Ordinance (Chapter 14, Article IX of the Portland City Code), application is hereby made for a Certificate of Appropriateness for the following work on the specified historic property:

PROJECT ADDRESS:

129 Pine St. #9 Portland, ME 04102

CHART/BLOCK/LOT: _____ (for staff use only)

PROJECT DESCRIPTION: Describe below each major component of your project. Describe how the proposed work will impact existing architectural features and/or building materials. If more space is needed, continue on a separate page. Attach drawings, photographs and/or specifications as necessary to fully illustrate your project—see following page for suggested attachments.

I need to replace two casement windows on the left side of the building (not street-facing) They do not open & close properly and are a possible safety hazard.

I would like to replace them with an identical profile in vinyl - white, 6 over 6 grid - Row A. BEST.

- * white grid will be on inside & out
- * Dimensions = width 25 1/2, height 38 1/4
- * extra white (egress) showing will be 2 inches

CONTACT INFORMATION:

APPLICANT

Name: Abigail Ingalls
Address: 39 Cumberland Rd.
S. Portland, ME
Zip Code: 04106
Work #: (207) 536-6722
Cell #: (207) 671-1333
Fax #: _____
Home: _____
E-mail: abigail-ingalls@
idexx.com

BILLING ADDRESS

Name: _____
Address: Same

Zip: _____
Work #: _____
Cell #: _____
Fax #: _____
Home: _____
E-mail: _____

CONTRACTOR

Name: A. BEST
Address: 1199 Broadway
S. Portland
Zip Code: 04106
Work #: (207) 799-6771
Cell #: _____
Fax #: _____
Home: _____
E-mail: _____

PROPERTY OWNER

Name: Same
Address: _____

Zip Code: _____
Work #: _____
Cell #: _____
Fax #: _____
Home: _____
E-mail: _____

ARCHITECT

Name: _____
Address: _____

Zip: _____
Work #: _____
Cell #: _____
Fax #: _____
Home: _____
E-mail: _____

Applicant's Signature

Owner's Signature (if different)

Historic Preservation Application Fee Schedule:

- | | |
|--|-----------|
| • Administrative Review (for minor or standard alterations) | \$50.00 |
| • HP Board Review | \$100.00 |
| • HP Board Review for major projects involving new construction or building addition exceeding 1000 sq. ft. or comprehensive rehabilitation/redesign of existing structures | \$750.00 |
| • After-the-fact Review (for work commenced without advance approval) | \$1000.00 |
| • Sign Review for signs in historic districts | \$75.00 |

Noticing/Advertisements for Historic Preservation Review

- | | |
|--|-----------------------|
| • Legal Advertisement: | Percent of total bill |
| • Notices: (notices are sent to neighbors prior to any workshop or public hearing meetings) | .75 cents each |

Activities Requiring Approval in Historic Districts

If your property is located within a historic district or is an individually designated historic structure, it is necessary to receive approval before proceeding with any exterior alteration, construction activity or site improvement that will be visible from a public way. Following is a list of activities requiring review.

Please check all those activities that apply to your proposed project.

Alterations and Repair

- Window and door replacement, including storms/screens
- Removal and/or replacement of architectural detailing (for example porch spindles and columns, railings, window moldings, and cornices)
- Porch replacement or construction of new porches
- Installation or replacement of siding
- Masonry work, including repointing, sandblasting, chemical cleaning, painting where the masonry has never been painted, or conversely, removal of paint where the masonry historically has been painted
- Installation or replacement of either roofing or gutters when they are a significant and integral feature of the structure
- Alteration of accessory structures such as garages

Additions and New Construction

- New Construction
- Building additions, including rooftop additions, dormers or decks
- Construction of accessory structures
- Installation of exterior access stairs or fire escapes
- Installation of antennas and satellite receiving dishes
- Installation of solar collectors
- Rooftop mechanicals

Signage and Exterior Utilities

- Installation or alteration of any exterior sign, awning, or related lighting
- Exterior lighting where proposed in conjunction with commercial and institutional signage or awnings
- Exterior utilities, including mechanical, plumbing, and electrical, where placed on or near clearly visible facades

Site Alterations

- Installation or modification of site features other than vegetation, including fencing, retaining walls, driveways, paving, and re-grading

Moving and Demolition

- Moving of structures or objects on the same site or to another site
- Any demolition or relocation of a landmark contributing and/or contributing structure within a district

Note: Your project may also require a building permit. Please call Building Inspections (874-8703) to make this determination.

ATTACHMENTS

To supplement your application, please submit the following items, *as applicable to your project*. Keep in mind that the information you provide the Historic Preservation Board and staff is the only description they will have of your project or design. Therefore, it should precisely illustrate the proposed alteration(s).

- Exterior photographs (required for all applications.) Include general streetscape view, view of entire building & close-ups of affected area.
- Sketches or elevation drawings at a minimum 1/4" scale. Please label relevant dimensions. All plans shall be submitted in 11" x 17" format except for major projects, where 22" x 34" plans are requested. Applicants for major projects should submit one (1) 11" x 17" copy for scanning purposes.
- Details or sections, where applicable.
- Floor plans, where applicable.
- Site plan showing relative location of adjoining structures.
- Catalog cuts or product information (e.g. proposed windows, doors, lighting fixtures)
- Materials - list all visible exterior materials. Samples are helpful.
- Other(explain) _____

If you have any questions or need assistance in completing this form, please contact Historic Preservation staff: Deb Andrews (874-8726) or by e-mail at dga@portlandmaine.gov

Please return this form, application fee (see attached fee schedule), and related materials to:

Historic Preservation Program
Department of Planning and Urban Development
Portland City Hall, 4th Floor
389 Congress Street
Portland, ME 04101

AMERICAN B.E.S.T.® WINDOW

1199 Broadway, South Portland, Maine 04106

HOME IMPROVEMENT SALE AGREEMENT, SECURITY AGREEMENT AND DISCLOSURE STATEMENT

DATE: 6/24/14

SELLER/CONTRACTOR: A-BEST WINDOW
 ADDRESS: 1199 Broadway, South Portland, ME 04106
 SALESPERSON: Lisa A. Corey

BUYER(S): Abigail Ingalls
 BUYER ADDRESS: 39 Cumberland Road, South Portland, ME
 INSTALLATION ADDRESS: 129 Pine Street, Portland, ME
 PHONE: 671-1333
 EMAIL: abigail-ingalls@idexx.com

CONTRACTOR'S INSURANCE (Check One)

- This contractor is qualified by law as a self-insurer.
 This contract carries worker's compensation and public liability insurance applicable to the work to be performed under this contract.

The words "I", "me" and "my" refer to each person who signs as Buyer. The words "you" and "your" refer to the Seller or holder of this agreement. If more than one person signs below as Buyer, each person is jointly and severally liable for the promises made in this agreement.

AGREEMENT: I agree that it is my decision to purchase the goods and/or services described below at the Total Sale Price of \$840.00 and that at the time I signed I received a copy of this HOME IMPROVEMENT SALE AGREEMENT. I promise and agree as follows:

| Full Description of the Goods and Services to be Completed | Cash Price (including tax) |
|---|----------------------------|
| <p>2-White A-BEST vinyl replacement casement windows (one left swing casement and one right swing casement) furnished and installed. Price includes Lo-E glass, full screens, removal & disposal of old windows plus insulation. Price also includes grids to make 12 lites in each window (three wide/four high).</p> <p>Deposit = \$420; Balance due upon completion of the job the day of installation-\$420</p> | <p>\$840.00</p> |

PLEASE NOTE: A-BEST WINDOW is not responsible for any painting due to the removal or installation of windows.

PROMISE TO PAY: I promise to pay you the purchase price on the date of substantial completion.
GOVERNING LAW: The terms of this agreement will be governed by the laws of the state in which the work is completed.
NOTICE TO OWNER: Do not sign this contract in blank.
 You are entitled to a copy of this contract at the time you sign.
 Keep this contract to protect your legal right.

Accepted: A-BEST WINDOW
(Seller)

Buyer: _____
(Signature of Buyer)

By: _____
(Signature of A-BEST WINDOW Representative)

Buyer: _____
(Signature of Buyer)

BUYER'S RIGHT TO CANCEL

If this agreement was solicited at your residence and you do not want the goods or services, you may cancel this agreement by mailing a notice to the seller. The notice must say that you do not want the goods or services and must be mailed before midnight of _____ when cancellation right lapses. This notice must be mailed to A-BEST WINDOW, 1199 Broadway, South Portland, ME 04106. If you cancel by this date, the seller may not keep any of your cash down payment if this agreement requires the seller to affix goods to real estate then the seller may not begin work until _____ when cancellation right lapses.

ADDITIONAL TERMS

MY OBLIGATIONS REGARDING GOODS: I agree that I will keep possession of all goods and not dispose of any of them nor permit or cause any other person to claim any rights in the goods. I agree that any loss or damage to any goods is at my risk and is my responsibility regardless of the cause of the loss or damage. I agree that if you request I will make all the goods available to you at any reasonable convenient place you may designate. I agree to comply with all registration, licensing, tax and title laws applicable to any of the goods.

YOUR RIGHTS REGARDING GOODS: Subject to my right to cure default, I agree that if I fail to fully comply with any of the terms of this agreement, you shall have, but will not be limited to, the right without notice in accordance with the state law to take possession of goods wherever they may be found. Unless I voluntarily surrendered goods to you, you may take possession without judicial process only if you can obtain possession without entering a dwelling unless the entry has been authorized after my default. I agree that you may sell any of the goods for cash or credit and that any notice required shall be reasonable if mailed to me at least five days prior to the time of sale or other disposition. I agree that if the information is not available at the time of signing this agreement, you may insert identifying numbers or marks of the goods in the space for description of goods above.

YOUR DISCLAIMERS: You shall not be liable for delays or damage caused by strikes, material or labor shortages or other conditions beyond your control. You are not responsible for seeking or obtaining any license, permit or authorization to provide the services called for by this agreement. I acknowledge that you have made no representations, promises or warranties, express or implied, with regard to the goods and or services sold under this agreement, except as specified herein.

PAYMENT: If I do not pay the full amount of the purchase price on the date of substantial completion, I will have breached this agreement and I understand that you reserve all of your rights under this agreement and under state law and I further agree that I will pay for all your costs of collection including reasonable attorney's fees.

NOTICE: Any holder of this contract is subject to all claims and defenses which the debtor could assert against the seller of goods or services obtained pursuant hereto or with the proceeds hereof. Recovery hereunder by the debtor shall not exceed amounts paid by the debtor hereunder.