Form # P 04

## DISPLAY THIS CARD ON PRINCIPAL FRONTAGE OF WORK

## **CITY OF PORTLAND**

Please Read Application And Notes, If Any, Attached

BU

Attached		PERMIT		Permit Number: 090905 PERMIT ISSUED	
This is to certify that	PATERAK JEANNE E & KE	A FIT: JTS/John	h		
nas permission to	Repair and replace existing mu	om/sur ch		443 3 1 2009	
T 95 JEANNE ST		C	183	B035001	

provided that the person or persons, file or common are piting this permit shall comply with all of the provisions of the Statutes of Man e and of 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.

Not ation o spectid nust b give nd writt bermissi procured befo this bui nereof is or oth sed-in. 2 lath NOTICE IS REQUIRED. HO

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

PENALTY FOR REMOVING THIS CARD

City of Portland, Maine - Bui	lding or Use	Permi	it Application	1 Per	rmit No:	Issue Date	·1	CBL:	
389 Congress Street, 04101 Tel:	•				09-0905	0/25	09	183 B0	35001
Location of Construction:	Owner Name:			Owne	r Address:	$\neg \vdash \neg$		Phone:	
95 JEANNE ST	PATERAK JE	ANNE	E & KEITH A	95 JI	EANNE ST	•			
Business Name:	Contractor Name	:		Contr	actor Address:			Phone	
	John Rich			P.O.	Box 201 Bar	Mills		20765195	548
Lessee/Buyer's Name	Phone:			Permi	t Type:				Zone:
			1	Add	litions - Dwe	llings			
Past Use:	Proposed Use:			Perm	it Fee:	Cost of Wor	k:	CEO District:	7
Single Famiy Home	Single Family	Home	- Repair and		\$130.00	\$11,00	00.00	5	l
	replace existin	g mudr	room/ sunporch	FIRE	DEPT:	Approved	INSPE	CTION:	<del></del>
						Denied	Use G	roup: 0 - 7	Type: 5B
	}			}		] Bellieu			947 17
				ļ			į	Jec	-2005
Proposed Project Description:				1				_	Type:5B
Repair and replace existing mudroor	n/ sunporch			Signa	ture:		Signati	ure:	
				PEDE	STRIAN ACTI	VITIES DIST	rict (	P.A.D.)	
				Actio	n: Appro	ved 🗌 App	proved w	/Conditions	Denied
				Signa	iture:			Date:	<u>.</u>
1	pplied For:				Zoning	Approva	al		
Ldobson 08/2	4/2009				<del></del>				
1. This permit application does no	-	Sp	ecial Zone or Revie	ws	Zoni	ng Appeal		Historic Pres	ervation
Applicant(s) from meeting appl Federal Rules.	icable State and		horeland		☐ Varianc	e		Not in Distric	ct or Landmar
2. Building permits do not include septic or electrical work.	plumbing,	🗆 v	Vetland	ίk	Miscella	aneous		Does Not Re	quire Review
3. Building permits are void if wor within six (6) months of the date		☐ F	lood Zone	Y LAIN	Condition	onal Use		Requires Rev	/iew
False information may invalidat permit and stop all work		│	ubdivision OX	,	☐ Interpre	tation		Approved	
F		s	ite Plan 3.	- •	Approve	ed		Approved w/	Conditions
1201	ED ]	Maj	Minor MM		☐ Denied			Denied	
PERIAIT ISSU		Date:	8 75 09		Date:		Г	Date:	
AUO O ,	TLAND		1						
1			CERTIFICATI						_
I hereby certify that I am the owner of I have been authorized by the owner jurisdiction. In addition, if a permit shall have the authority to enter all as such permit.	to make this appl for work describe	licationed in the	as his authorize application is i	d ager ssued,	nt and I agree I certify that	to conform the code of	to all a ficial's	applicable laws authorized repr	of this resentative
SIGNATURE OF APPLICANT			ADDRES	S		DATE		PHC	ONE

# General Building Permit Application

If you or the property owner owes real estate or personal property taxes or user charges on any

EXISTING FOUNDMIAN TFLOOVER	rger	- ,
Tax Assessor's Chart, Block & Lot Chart# Block# Lot#  183 B 35	Applicant *must be owner, Lessee or Buyer  JEANNE FATERAL  Name KEITH FITZGERALD  Address 95 JEANNE ST  City, State & Zip POLIZANO ME OYIOZ	207.699.4116 Ha 207.450.3628
Lessee/DBA (If Applicable)	Owner (if different from Applicant)  Name  Address  City, State & Zip	Cost Of Work: \$ 11,000  C of O Fee: \$  Total Fee: \$ 120
Project description: REPLACE ROTTEN MORE SILIS ZNY CONSTRUCTED: IN SMALLAMONNY OF WALL SPACE - MO	If yes, please name  WOOD + AWMINUM TYPE LOUVEET  FRACE UY LOW & CASEMENT WINE  UF PORRWAY INTO GARAGE + PUT FIAE	OWS TIMITED INSUL
Contractor's name: JOHN RICH Address: POBOX 201		
City, State & Zip BM MIUS / Mho should we contact when the permit is remailing address: 95 JETNNE ST	eady: JEANNE PITERAL TO	elephone: <u>651, 9584</u> elephone: <u>450.3628</u>
	n outlined on the applicable Checkli	st. Failure to

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:		Date:	8/24	09	(./)		
,	This is not a permit; you may not	commence	ANY work	until the		<b>sue</b> 2 4 2009	
				}	AUG A	2 4 2003	

City of Portland, Main	e - Building or Use Perm	it	Permit No:	Date Applied For:	CBL:
389 Congress Street, 0410	1 Tel: (207) 874-8703, Fax:	(207) 874-8716	09-0905	08/24/2009	183 B035001
Location of Construction:	Owner Name:	o	wner Address:		Phone:
95 JEANNE ST	PATERAK JEANNE	E & KEITH A 9	5 JEANNE ST		
Business Name:	Contractor Name:	C	ontractor Address:		Phone
	John Rich	F	P.O. Box 201 Bar	Mills	(207) 651-9548
Lessee/Buyer's Name	Phone:	P	ermit Type:		
		J L	Additions - Dwell	lings	
Proposed Use:		Proposed	Project Description:		
Single Family Home - Repa	ir and replace existing mudroom	/ Repair	and replace existing	ng mudroom/ sunpo	rch
sunporch					
Dept: Zoning	Status: Approved	Reviewer:	Chris Hanson	Approval I	Date: 08/25/2009
Note:					Ok to Issue:
Dept: Building	Status: Approved with Condition	ns Reviewer:	Chris Hanson	Approval I	
Note:					Ok to Issue:
1) The existing deck shall	be inspected for adequate fastene	ers and bearing for	spans, and modifi	ications may be requ	ired
2) This permit DOES NOT	certify the use of the property of	r building. It only	authorizes the con	nstruction activities.	
3) Separate permits are req	uired for any electrical, plumbin	o sprinkler fire al	arm or HVAC or	exhaust systems. Se	narate nlans may
	approval as a part of this proces		will of 11 7/10 of	Ordinasi systems. Se	parate plans may

## **BUILDING PERMIT INSPECTION PROCEDURES**

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

to schedule your inspections as agreed upon Permits expire in 6 months, if the project is not started or ceases for 6 months.

The Owner or their designee is required to notify the inspections office for the following inspections and provide adequate notice. Notice must be called in 48-72 hours in advance in order to schedule an inspection:

By initializing at each inspection time, you are agreeing that you understand the inspection procedure and additional fees from a "Stop Work Order" and "Stop Work Order Release" will be incurred if the procedure is not followed as stated below.

A Pre-construction Meeting will take place upon rece	ipt of your building permit.
X Framing/Rough Plumbing/Electrical: Prior	to Any Insulating or drywalling
X Final inspection required at completion of v	vork.
Certificate of Occupancy is not required for certain proje your project requires a Certificate of Occupancy. All pro	
If any of the inspections do not occur, the project can REGARDLESS OF THE NOTICE OR CIRCUMSTA	-
CERIFICATE OF OCCUPANICES MUST BE ISSU THE SPACE MAY BE OCCUPIED.	ED AND PAID FOR, BEFORE
J. Ch.	8-31-09
Signature of Applicant/Designee	Date
3/1/2	8:31.09
Signature of Inspections Official	Date

CBL: 183 B035001 Building Permit #: 09-0905

From: "John Rich" < jrich@securespeed.us>

Subject: Porch space

Date: August 2, 2009 11:45:22 AM EDT
To: "Jeanne Paterak" <jepaterak@gwi.net>

#### Hi Jeanne:

Sorry for the delay, I am working up in Oquossoc and just back for the day.

Below please find and estimate for your porch renovation.

Shore up and remove existing window.doors and exterior brick course. Frame and sheath new exterior walls. Install windows and doors supplied by owner. Trim exterior with primed pine above styrofoam thermal break. Add access panel to area above ceiling from the garage and louver vent at exterior gable. Frame in old door to garage and frame new entry door along with two framed openings to accept built-in cabinets. Install built-ins along with bookshelf unit. Finish of exterior styrofoam not included.

Material \$ 1358.65 Labour \$ 3680.00 Waste removal \$175.00

Construction labour to build Built-ins and bookshelve ( material supplied by owner.)

Labour \$ 420.00

I have been tring to find a picture of the Conproco ( structural Skin ) product used to cover the Styrofoam, or another product.

I will be away until Wens. night.

John Rich



341 Marginal Way
Portland, ME 04101
(207) 874-0852 Fax: (207) 775-2850
Sales Person: Dave Thibeau
www.dthibeau@hancocklumber.com
www.hancocklumber.com

August 21, 2009

Jeanne Paterak 95 Jeanne St Portland, ME 04103-1824

Work: (207) 775-6141 Cell: (207) 450-3628 Email: jepaterak@gwi.net Project: Paterak3 Sunproch

New Construction REVISION #4

#### **PROPOSAL**

The Marvin Window Store by Hancock Lumber hereby proposes to furnish all material as specified below: The Marvin Window Store will not be responsible for any other duties associated with this project (i.e. installation, caulking, finishing, etc...)

A professional courtesy discount has been applied to this quote.

THESE WINDOWS QUALIFY FOR THE TAX CREDIT.

GENERAL PRODUCT SPECIFICATIONS EXCEPT AS NOTED BELOW

Manufacturer: Marvin Product Line: Integrity

Glass: Low E II w/ Argon

Grille/Divided Lite Bar Type: None

Interior Finish: Prefinished White

Exterior Finish: Ultrex -- Medium Bronze

Interior Casing: None Exterior Casing: None Jamb Depth: 6 9/16"

Screen: Interior Screen

Screen Color: White Jambliner Color: N/A

Window Hardware: Satin Nickel

#### Item#: 1 Location: UNIT "A" ICA 2547 RH Qty: 1

Total: \$337.50



Integrity casement – right hand; Wood ultrex series; Call number: 2547; Rough opening: 25" x 47 5/8"; Insulated glass – 1 lite; Low E II glass with argon gas; Satin nickel hardware; Interior screen: white frame, charcoal fiberglass mesh; Nailing fin; 6 9/16" jamb depth; White interior; Bronze exterior.

### Item#: 2 Location: UNIT "B" ICA 3371 Qty: 3

Unit Price: \$470.25 Total: \$1,410.75



Left hand, (temp); Integrity casement – left hand; Wood ultrex series; Call number: 3371; Rough opening: 33" x 71 5/8"; Insulated glass – 1 lite; Tempered low E II glass with argon; Satin nickel hardware; Interior screen: white frame, charcoal fiberglass mesh; Nailing fin; 6 9/16" jamb depth; White interior; Bronze exterior.

## Item#: 3 Location: UNIT "D" ICA 3347 Qty: 3

Unit Price: \$394.50 Total: \$1,183.50



Right hand; Integrity casement – right hand; Wood ultrex series; Call number: 3347; Rough opening: 33" x 47 5/8"; Insulated glass – 1 lite; Low E II glass with argon gas; Satin nickel hardware; Interior screen: white frame, charcoal fiberglass mesh; Nailing fin; 6 9/16" jamb depth; White interior; Bronze exterior.

## Item#: 4 Location: UNIT "E" ICA 3347 RH (TEMP) Qty: 1

Total: \$477.00



Integrity casement — right hand; Wood ultrex series; Call number: 3347; Rough opening: 33" x 47 5/8"; Insulated glass — 1 lite; Tempered low E II glass with argon; Satin nickel hardware; Interior screen: white frame, charcoal fiberglass mesh; Nailing fin; 6 9/16" jamb depth; White interior; Bronze exterior.

Total Material	<u>\$3,408.75</u>
Sub Total	\$3,408.75
Sales Tax (5.0%)	<u>\$170.44</u>
	\$3,579.19

## Payment schedule terms

**Grand Total** 

**\$1,789.59** deposit due upon acceptance **\$1,789.60** balance due prior to delivery

#### **ALTERNATES/ OPTIONS**

<u>Description</u>
FOR BARE PINE INTERIOR: DEDUCT (tax included)

Price
\$277.20

#### 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 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.

#### 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 of 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.
  - 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

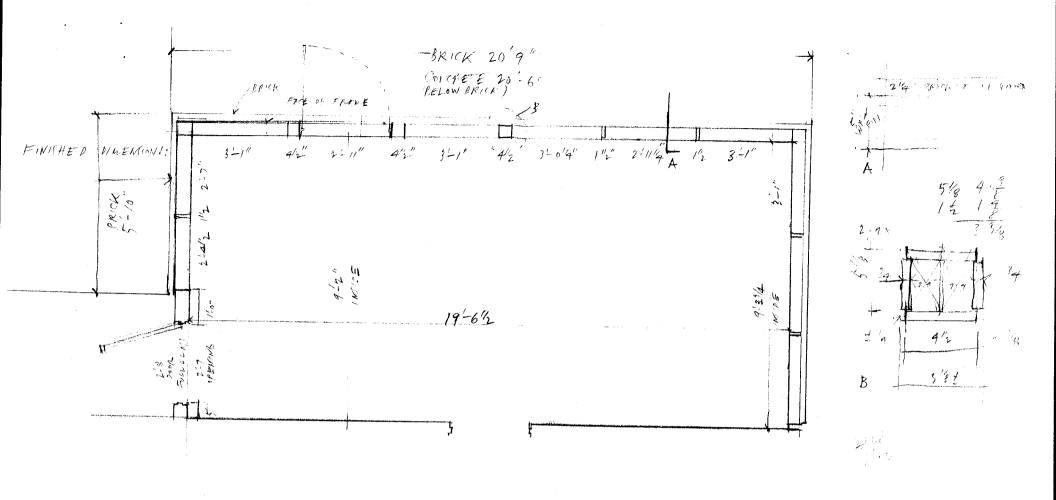
Jeanne Paterak	Date
Dave Thibeau	Date
Window Replacement Specialist	

Page 6 of 6

under applicable law, including the Maine Prompt Payment Act. Arbitration shall in no respect

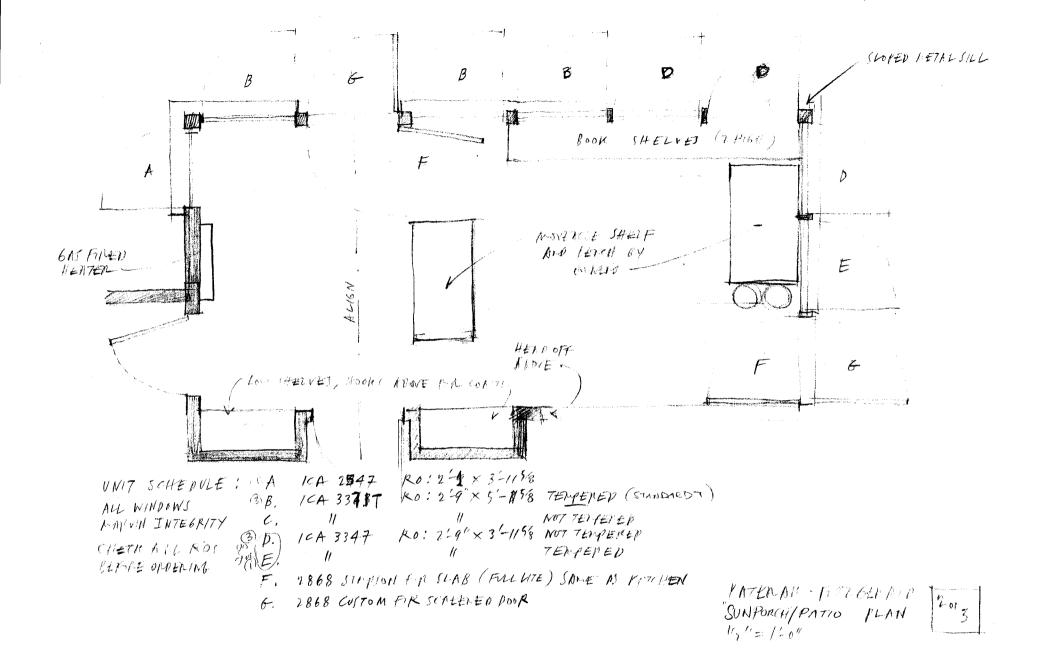
limit Hancock's rights and remedies under applicable mechanic's lien or similar laws.

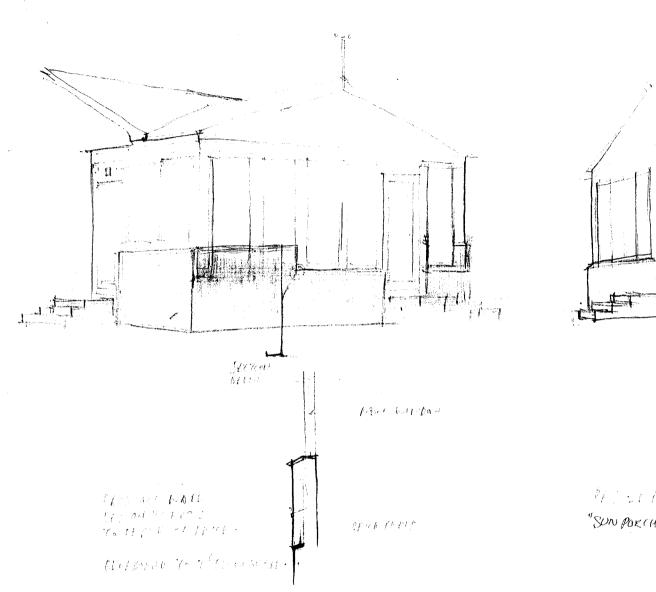
- (15) months of the date of invoice for the products or work in question. Product or work which is the subject of the warranty claim must be held for Hancock's inspection. THE FOREGOING IS EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES WHATSOEVER, EXPRESSED, IMPLIED AND STATUTORY, INCLUDING WITHOUT LIMITATION 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 judgement 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

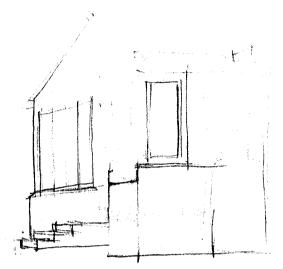


PATERAK-FITGERALD
"SUN PORCH FRATTO" EXISTING CONDITIONS
1/2"=1'0"

1 oF 3







"SUN PORCH / PATIO"

3.83



# **Original Receipt**

			2.24	2005	
		·			
Received from	Jeann	e Bte	2 Cal		
Location of Work	55	Secr	me S	<u> </u>	
					5 .
Cost of Construction	\$	Bu	ulding Fee:		· · ·
Permit Fee	\$		Site Fee:		
	Certifica	ate of Occupa	ancy Fee:		<del></del> ,
	j. L		Total:	•	
Building (II) PI	umbing (I5)	Electrical (I2	) Site P	lan (U2),	
Other					
свь: <u>183</u> .	· C.33				÷
Check #:		Total Co	ollected s	120	
Check #		TOTAL OC	Medied a	<u> </u>	

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