

137-139 BOLTON STREET



Pull out # 02011 - Half cut # 02025 - Full cut # 02031 - Full cut # 02058



(R-1) RESIDENCE ZONE - C

# APPLICATION FOR PERMIT

**PERMIT ISSUED**  
00653  
MAY 6 1953  
CITY of PORTLAND

Class of Building or Type of Structure Third Class  
Portland, Maine, April 22, 1953

To the INSPECTOR OF BUILDINGS, PORTLAND, MAINE  
The undersigned hereby applies for a permit to ~~alter~~ add the following building structure equipment in accordance with the Laws of the State of Maine, the Building Code and Zoning Ordinance of the City of Portland, plans and specifications, if any, submitted herewith and the following specifications:

Location 139 Belton Street Within Fire Limits? \_\_\_\_\_ Dist. No. \_\_\_\_\_  
Owner's name and address Thomas Hey, 139 Bolton St. Telephone \_\_\_\_\_  
Lessee's name and address \_\_\_\_\_ Telephone \_\_\_\_\_  
Contractor's name and address Herbert G. Cail & Son, 52 Maplewood St. Telephone 4-0904  
Architect \_\_\_\_\_ Specifications \_\_\_\_\_ Plans yes No. of sheets 1  
Proposed use of building dwelling No. families \_\_\_\_\_  
Last use \_\_\_\_\_ Heat \_\_\_\_\_ Style of roof \_\_\_\_\_ Roofing \_\_\_\_\_  
Material \_\_\_\_\_ No. stories \_\_\_\_\_  
Other buildings on same lot \_\_\_\_\_  
Estimated cost \$ 600.00 Fee \$ 4.00

### General Description of New Work

/ To construct addition 4'6" x 9' on rear and to make alterations as per plan to existing house.

Permit Issued with Memo

Appeal sustained 5/1/53  
CERTIFICATE OF OCCUPANCY REQUIREMENT IS WAIVED

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** Herbert G. Cail & Son

### Details of New Work

Is any plumbing involved in this work? \_\_\_\_\_ Is any electrical work involved in this work? \_\_\_\_\_  
Is connection to be made to public sewer? \_\_\_\_\_ If not, what is proposed for sewer? \_\_\_\_\_  
Height average grade to top of plate 12' Height average grade to highest point of roof \_\_\_\_\_  
Size, front \_\_\_\_\_ depth 4' 8' below grade solid or filled land? \_\_\_\_\_ earth or rock? \_\_\_\_\_  
Material of foundation concrete trench thickness, top 10" bottom 12" cellar \_\_\_\_\_  
Material of underpinning brick Height 2' 6" Thickness 8"  
Kind of roof flat Rise per foot \_\_\_\_\_ Roof covering tar & gravel Kind of heat \_\_\_\_\_ fuel \_\_\_\_\_  
No. of chimneys \_\_\_\_\_ Material of chimneys \_\_\_\_\_ of lining \_\_\_\_\_ Dressed or full size? dressed  
Framing lumber—Kind hemlock Size \_\_\_\_\_  
Corner posts 4x6 Sills 4x6 Girt or ledger board? \_\_\_\_\_ Max. on centers \_\_\_\_\_  
Girders \_\_\_\_\_ Size \_\_\_\_\_ Columns under girders \_\_\_\_\_ Size \_\_\_\_\_ Max. on centers \_\_\_\_\_  
Studs (outside walls and carrying partitions) 2x4-16" O. C. Bridging in every floor and flat roof span over 8 feet. \_\_\_\_\_  
Joists and rafters: 1st floor 2x8 \_\_\_\_\_ 2nd \_\_\_\_\_ 3rd \_\_\_\_\_, roof 2x8 \_\_\_\_\_  
On centers: 1st floor 16" \_\_\_\_\_ 2nd \_\_\_\_\_ 3rd \_\_\_\_\_, roof 16" \_\_\_\_\_  
Maximum span: 1st floor 9' \_\_\_\_\_ 2nd \_\_\_\_\_ 3rd \_\_\_\_\_, roof 9' \_\_\_\_\_  
If one story building with masonry walls, thickness of walls? \_\_\_\_\_

### If a Garage

No. cars now accommodated on same lot \_\_\_\_\_, to be accommodated \_\_\_\_\_ number commercial cars to be accommodated \_\_\_\_\_  
Will automobile repairing be done other than minor repairs to cars habitually stored in the proposed building? \_\_\_\_\_

### Miscellaneous

Will work require disturbing of any tree on a public street? no  
Will there be in charge of the above work a person competent to see that the State and City requirements pertaining thereto are observed? yes  
Thomas Hey  
Herbert G. Cail & Son

APPROVED: \_\_\_\_\_  
with memo by ags  
Signature of owner By: \_\_\_\_\_

Herbert G. Cail 113

Memorandum from Department of Building Inspection, Portland, Maine

139 Bolton St. - Building permit to construct a one-story addition on rear of dwelling  
for Thomas Hey by Herbert G. Cail & Son - 5/5/53

Appeal under the Zoning Ordinance having been sustained, building permit to construct a one-story addition four feet six inches by nine feet on the rear of a portion of the dwelling at 139 Bolton St. is issued herewith based on the plan filed with the application for permit but subject to the condition that bridging is to be provided at the center of the span of floor and roof joists.

Copy to: Mr. Thomas Hey  
139 Bolton St.

AJS/G

(Signed) Warren McDonald  
Inspector of Building

AP 139 Bolton St.,

April 24, 1953

Mr. Thomas Hoy  
139 Bolton St.,  
Herbert G. Cail & Son  
52 Maplewood St.,

Copy to: Corporation Counsel

Gentlemen:

Building permit intended to authorize construction of a one-story addition about five feet by nine feet to the dwelling house at 139 Bolton St., is not issuable under the Zoning Ordinance because the sidewall of the addition (although proposed in line with the sidewall of the present dwelling) would be three feet six inches from the side lot line instead of the five feet stipulated by Sect. 100 of the Ordinance, applying to the Residence C Zone where the property is located.

You have indicated your desire to seek an exception from the Board of Appeals; so, there is enclosed an outline of the appeal procedure.

If you desire to have consideration by the Board at the earliest possible date, the appeal should be filed by the owner at the office of Corporation Counsel before noon of Monday, April 27.

Very truly yours,

Warren McDonald  
Inspector of Buildings

WMCD/B

Enc: Outline of appeal procedure



City of Portland, Maine  
Board of Appeals  
— ZONING —

*Sustained*  
*5/1/53*

April 24, 1953, 19 *53/32*

To the Board of Appeals:

Your appellant, Thomas Hey  
property at 139 Bolton Street  
of the City of Portland to permit an exception to the regulations of the Zoning Ordinance relating to this  
property, as provided by Section 18, Paragraph E of said Zoning Ordinance.  
, who is the owner of  
, respectfully petitions the Board of Appeals

Building permit intended to authorize construction of a one-story  
addition about five feet by nine feet to the dwelling house at 139 Bolton  
Street, is not issuable under the Zoning Ordinance because the sidewall of  
the addition (although proposed in line with the sidewall of the present  
dwelling) would be three feet six inches from the side lot line instead  
of the five feet stipulated by Section 10C of the Zoning Ordinance, applying  
to the Residence C Zone where the property is located.

The facts and conditions which make this exception legally permissible are as follows:  
An exception is necessary in this case to grant reasonable use of property  
and can be granted without substantially departing from the intent and purpose of  
the Zoning Ordinance.

*Thomas Hey*  
Appellant

After public hearing held on the 1st day of May, 1953,  
the Board of Appeals finds that an exception is necessary in this case to grant reasonable  
use of property and can be granted without substantially departing from the intent  
and purpose of the Zoning Ordinance.

It is, therefore, determined that exception to the Zoning Ordinance may be permitted  
in this specific case.

*Edward J. Colley*  
*John W. Lake*  
*Harry K. Torrey*  
*William H. C. Prion*  
*Helen C. Frost*  
BOARD OF APPEALS

CITY OF PORTLAND, MAINE  
BOARD OF APPEALS

April 28, 1953

TO WHOM IT MAY CONCERN:

The Board of Appeals will hold a public hearing in the Council Chamber at City Hall, Portland, Maine on Friday, May 1, 1953 at 10:30 a. m. Daylight Saving Time to hear the appeal of Thomas Hey requesting exception to the Zoning Ordinance to authorize construction of a one-story addition about five feet by nine feet to the dwelling house at 139 Bolton Street.

This permit is presently not issuable under the Zoning Ordinance because the sidewall of the addition (although proposed in line with the sidewall of the present dwelling) would be three feet six inches from the side lot line instead of the five feet stipulated by Section 10C of the Zoning Ordinance, applying to the Residence C Zone where the property is located.

If you are interested either for or against this appeal, please be present or be represented at this hearing.

BOARD OF APPEALS

Edward T. Colley

Chairman

K

cc: Jean Percival - 135 Bolton Street

DATE: MAY 1, 1953  
HEARING ON APPEAL UNDER THE ZONING ORDINANCE OF THOMAS HEY  
AT 139 BOLTON STREET

Public hearing on above appeal was held before the BOARD OF APPEALS.

Board of Appeals

VOTE

Municipal Officers

	Yes	No
EDWARD T. COLLEY	(X)	( )
HELEN C. FROST	(X)	( )
WILLIAM H. O'BRIEN	(X)	( )
JOHN W. LAKE	(X)	( )
HARRY K. TORREY	(X)	( )
	( )	( )
	( )	( )

Record of Hearing:  
NO OPPOSITION

WARREN McDONALD  
INSPECTOR OF BUILDINGS

On reply refer  
to file AP 139 Bolton St.,

CITY OF PORTLAND, MAINE

Department of Building Inspection

FU

April 24, 1953

Mr. Thomas Hey  
139 Bolton St.,  
Herbert G. Cail & Son  
52 Maplewood St.,

Copy to: Corporation Counsel ✓

Gentlemen:

Building permit intended to authorize construction of a one-story addition about five feet by nine feet to the dwelling house at 139 Bolton St., is not issuable under the Zoning Ordinance because the sidewall of the addition (although proposed in line with the sidewall of the present dwelling) would be three feet six inches from the side lot line instead of the five feet stipulated by Sect. 10C of the Ordinance, applying to the Residence C Zone where the property is located.

You have indicated your desire to seek an exception from the Board of Appeals; so, there is enclosed an outline of the appeal procedure.

If you desire to have consideration by the Board at the earliest possible date, the appeal should be filed by the owner at the office of Corporation Counsel before noon of Monday, April 27.

Very truly yours,

Warren McDonald  
Inspector of Buildings

WMcD/B

Enc: Outline of appeal procedure

C  
O  
P  
Y



FILL IN COMPLETELY AND SIGN WITH INK

PERMIT ISSUED

Permit No. 1018

AUG 30 1945



APPLICATION FOR PERMIT FOR HEATING, COOKING OR POWER EQUIPMENT

Portland, Maine, August 30, 1945

To the INSPECTOR OF BUILDINGS, PORTLAND, ME. The undersigned hereby applies for a permit to install the following heating, cooking or power equipment in accordance with the Laws of Maine, the Building Code of the City of Portland, and the following specifications:

Location 130 Bolton Street Use of Building Dwelling No. Stories 2 Existing "New Building"
Name and address of owner of appliance Thomas Cavanaugh 130 Bolton St.
Installer's name and address Easternoil 15 Portland St. Telephone 3-6495 1/30/45 O.N. O.R.

General Description of Work

To install Easternoil burner for steam

IF HEATER, POWER BOILER OR COOKING DEVICE

Is appliance or source of heat to be in cellar? Yes If not, which story Kind of Fuel No. 2 Oil
Material of supports of appliance (concrete floor or what kind) Concrete
Minimum distance to wood or combustible material, from top of appliance or casing top of furnace, from top of smoke pipe from front of appliance from sides or back of appliance
Size of chimney flue Other connections to same flue

IF OIL BURNER

Name and type of burner Easternoil Gun type Labeled and approved by Underwriters' Laboratories? Yes
Will operator be always in attendance? No Type of oil feed (gravity or pressure) Gravity
Location oil storage Cellar No. and capacity of tanks 1-275
Will all tanks be more than seven feet from any flame? Yes How many tanks fireproofed? 1

Amount of fee enclosed? 1.00 (\$1.00 for one heater, etc., 50 cents additional for each additional heater, etc., in same building at same time.)

Signature of Installer Easternoil Equip. Co. W. Whitford

ASSIGNOR'S COPY

Permit No. 45/1018  
Location 139 Bolton Street  
Owner Thomas Caranough  
Date of Permit 8/30/45

Post Card sent

Notif. for insp.

Approval Tagged 4-24-46 F.M.P.

- Oil Burner Check List (date)
1. Kind of heat Steam
  2. Label ✓
  3. Anti-siphon ✓
  4. Oil storage ✓
  5. Tank Distance ✓
  6. Vent Pipe ✓
  7. Fill Pipe ✓
  8. Gauge ✓
  9. Rigidity ✓
  10. Feed safety ✓
  11. Pipe sizes and material ✓
  12. Control valve ✓
  13. Ash pit vent ✓
  14. Temp. or pressure safety ✓
  15. Instruction card ✓
  - 16.

NOTES

9-13-45 No work  
started  
no data at  
12:00

3-29-46 no change  
3-29-46 called  
Mr. West about  
value, said he  
would attend to it

F.M.P.

F.M.P.



Location, ownership and detail must be correct, complete and legible. Separate application required for every building. Plans must be filed with this application.

are responsible for compliance with the law, whether you know it or not.

# APPLICATION FOR PERMIT TO BUILD

READ! (3d CLASS BUILDING)

This Application and Get All Questions Settled BEFORE Commencing Work.

Portland, Me., October 26/25 1919

To THE Failure To Do So INSPECTOR OF BUILDINGS

The undersigned hereby applies for a permit to build, according to the following Specifications:—

Location 137 Bolton Street Ward 8 Fire Limits? no  
 Name of owner is? Walter S Palmer Address 849 Congress St  
 Name of mechanic is? owner Address \_\_\_\_\_  
 Name of architect is? \_\_\_\_\_ Address \_\_\_\_\_  
 Proposed occupancy of building (purpose)? dwelling  
 If a dwelling or tenement house, for how many families? 1

Plans must be submitted in duplicate, one set to be filed with the Department and the duplicate set thereof (bearing the approval of the Inspector of Buildings) shall be kept on the work and exhibited on demand.

Are there to be stores in the lower story? \_\_\_\_\_  
 Size of lot, No. of feet front? \_\_\_\_\_; No. of feet rear? \_\_\_\_\_; No. of feet deep? 28ft  
 Size of building, No. of feet front? 23ft; No. of feet rear? 23ft; No. of feet deep? \_\_\_\_\_  
 No. of stories, front? 2½ unfinished attic; rear? \_\_\_\_\_  
 No. of feet in height from the mean grade of street to the highest part of the roof? 26ft  
 Distance from lot lines, front? \_\_\_\_\_ feet; side? \_\_\_\_\_ feet; side? \_\_\_\_\_ feet; rear? \_\_\_\_\_  
 Firestop to be used? yes  
 Will the building be erected on solid or filled land? \_\_\_\_\_  
 Will the foundation be laid on earth, rock or piles? \_\_\_\_\_  
 If on piles, No. of rows? \_\_\_\_\_ distance on centers? \_\_\_\_\_ length of? \_\_\_\_\_  
 Diameter, top of? \_\_\_\_\_ diameter, bottom of? \_\_\_\_\_  
 Size of posts, 4x6 Studding 2x4 16 O.C. Sills 4x8 Roof Rafters 2x6 24 O.C. Girders 6x8  
 Size of girts 4x4 \_\_\_\_\_  
 Size of floor timbers? 1st floor 2x8, 2d 2x8, 3d 2x6, 4th \_\_\_\_\_  
 O.C. " " " 16, 2d 16, 3d not over 16, 4th \_\_\_\_\_  
 Span " " " not over 16, 2d not over 16, 3d not over 16, 4th over 8ft  
 Will the building be properly braced? yes. Bridging in every floor span over 8ft  
 Material of foundation? concrete thickness of? 12in laid with mortar? 8in  
 Underpinning, material of? brick height of? 3ft thickness of? asphalt  
 Will the roof be flat, pitch, mansard or hip? pitch Material of roofing? \_\_\_\_\_  
 Will the building be heated by steam, furnaces, stoves or grates? steam Will the flues be lined? yes  
 Will the building conform to the requirements of the law? yes

PERMIT MUST BE RECEIVED BEFORE BEGINNING WORK

Means of egress? \_\_\_\_\_  
 The above construction will not require the removal of or disturbing of any shade tree on the public street.

If the building is to be occupied as a Tenement House, give the following particulars

What is the height of cellar or basement? \_\_\_\_\_  
 What will be the clear height of first story? \_\_\_\_\_ second? \_\_\_\_\_ third? \_\_\_\_\_  
 State what means of egress is to be provided \_\_\_\_\_ Scuttle and stepladder to roof? \_\_\_\_\_

Estimated Cost, \$ 3500. Signature of owner or authorized representative, Walter S Palmer  
 Address, 849 Congress St

Plans submitted? \_\_\_\_\_ Received by? \_\_\_\_\_



GRANT

M/F 7-28-95 MTP

Kevin - 139 Bolton St.  
Grant

Elmington Twp. 2.30  
Dec. 9, 1986

Closed Out  
7/31/87

Change to  
part. exp. checks.

Mary T. Durston  
139 Bolton



139 Bolton St  
Address of Property to be Rehabilitated

Rehabilitation Specialist

MARY J. DURAN 774-8163  
Name of Owner (s)

Contractor

139 Bolton St.  
Address of Owner (s)

Address of Contractor

Interviewed: \_\_\_\_\_

Telephone No. of Contractor

	Mailed	Returned	Specifications
<u>VERIFICATIONS</u>			<u>Work Write-up</u>
<u>Employment</u>			<u>Bid</u>
<u>His</u>			<u>Loan Application Date</u>
<u>Hers</u> <i>SS. Attached</i>			<u>House Insurance</u>
<u>Mortgage of Rehab Property</u>	<i>None</i>		<u>Loan Approved Date</u>
<u>Credit Union Loan</u>			<u>Contracts Signed</u>
<u>Credit Union Savings</u>			<u>1st Payment</u>
<u>Installment</u>			<u>2nd Payment</u>
<u>Savings</u>	<i>None</i>		<u>3rd Payment</u>
<u>Savings</u>			<u>Final Payment</u>
<u>Credit Report</u>	<i>9/30/86</i>	<i>None on File</i>	<u>Contingency</u>
<u>Title Search</u>			<u>Waiver of Liens</u>
<u>Informal Title Search</u>			<u>Final Inspection</u>
<u>Feasibility</u>			<u>Compliance</u>
<u>Stocks</u>			NOTES:
<u>1st Inspection</u>			Number of Dwelling Units: <i>1 family</i>
<u>Tax</u>	<i>ok</i>		Circle One: <u>Owner Occupied</u>
<u>Monthly Benefits</u>			<u>Absentee Owner</u>
	Before Re.	After Re.	

$471 \times 12 = \$5,652/yr -$

CITY OF PORTLAND, MAINE

CHECK REGISTRATION

Date: July 28, 1987

PAY TO:

Mary T. Duran  
and  
Wayne's Plumbing

CHARGE TO:

Rehabilitation Loan and  
Grant Escrow Account

Trans. Code	Vendor Number	Fund	Dept.	Div.	Prog.	Expend. Code
54						

Trans. Code	Fund (5)	PRJ. (3)	PGM. (3)	OBJT. (4)	CTR. (3)	FCT. (3)
54						

Date	Description	Unit	Total
7/28/87	LOAN NO: 03/339/1		\$ 1,315.00
	Final payment for labor and materials		
	used in rehab work being done on property		
	at 139 Bolton Street, Portland, Maine		
	Total		\$ 1,315.00

Certified Correct

BY: Virginia L. Westworth  
 (Signature)

# Proposal

Page No. \_\_\_\_\_ of \_\_\_\_\_ Pages

**WAYNE'S PLUMBING & HEATING CO.**  
P. O. Box 2246  
SO. PORTLAND, MAINE 04106  
Phone 774-7849

PROPOSAL SUBMITTED TO <i>MARY JURAN</i>	PHONE	DATE
STREET <i>139 BOLTON ST</i>	JOB NAME	
CITY, STATE and ZIP CODE <i>PORTLAND, ME</i>	JOB LOCATION	
ARCHITECT	DATE OF PLANS	JOB PHONE

We propose hereby to furnish material and labor — complete in accordance with specifications below, for the sum of:

dollars (\$ *1315.<sup>00</sup>/<sub>100</sub>* )

Payment to be made as follows:

All materials specified. All work to be completed in a workmanlike manner as per specifications. Any alteration or deviation from specifications below involving extra charge or delay beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.

Authorized Signature

*Robert M. Currier*

Note: This proposal may be withdrawn by us if not accepted within \_\_\_\_\_ days.

We hereby submit specifications and estimates for:

*PAYMENT IN FULL FOR WORK  
COMPLETE)*

**Acceptance of Proposal** — The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature \_\_\_\_\_

Date of Acceptance \_\_\_\_\_

Signature \_\_\_\_\_

CITY OF PORTLAND, MAINE

CHECK REGISTRATION

Date: June 23, 1987

PAY TO:

Mary T. Duran  
and  
Wayne's Plumbing

CHARGE TO:

Rehabilitation Loan  
and Grant Escrow  
Account

Trans. Code	Vendor Number	Fund	Dept.	Div.	Prog.	Expend. Code
54						

Trans. Code	Fund (5)	PRJ. (3)	PGM. (3)	OBJT. (4)	CTR. (3)	FCT. (3)
54						

Date	Description	Unit	Total
6/23/87	LOAN NO: 03/239/1 Progresspayment #2 for labor and materials used in rehab work being done on property at 139 Bolton St., Portland, Maine		\$ 2,285.00
	Total		\$ 2,285.00

Certified Correct

BY: *Virginia A. Carter*  
(signature)

DATED: June 19 / 87

INSPECTION REPORT

This is to certify that on the date set forth above, I inspected the work being performed.

CONTRACTOR: Wayne's Plumbing + Heating  
LOCATION: 139 Ballard St Portland  
OWNER: Mary J. Swan

Partial/Full payment is requested for the following specification items:

1. A1 SEWER \$ 2285,-
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_
5. \_\_\_\_\_
6. \_\_\_\_\_
7. \_\_\_\_\_
8. \_\_\_\_\_
9. \_\_\_\_\_
10. \_\_\_\_\_

Total value of work completed: \$ 2285,-

INSPECTED BY: Max Miller  
Rehabilitation Specialist



WAYNE'S  
PLUMBING & HEATING CO.  
P.O. Box 2246  
SOUTH PORTLAND, MAINE 04106

Phone 774-7649

# INVOICE

No 3497

TO \_\_\_\_\_  
*NEIGHBORHOOD COMS.*  
*CITY HALL*  
*PORTLAND ME.*

DATE	<i>6/14/87</i>
CUSTOMER ORDER NO	
SALESPERSON	
VIA	

TERMS: *MARY DURAN 139 BOLTON ST*

QUANTITY	DESCRIPTION	PRICE	AMOUNT
	<i>INSTALL SEWER COMPLETE</i>		<i>2285.00</i>

ORIGINAL  
*[Signature]*

Thank You!

<b>CITY OF PORTLAND, MAINE</b> CODE ENFORCEMENT REHABILITATION LOAN AND GRANT ESCROW ACCOUNT		<b>Nº 01803</b> <small>52-2</small> <small>112</small>
PORTLAND, MAINE <u>June 25,</u> <sup>no</sup> 19 <u>87</u>		
<b>P</b> AY TO THE ORDER OF <u>Mary T. Duran and Wayne R. Plumbing</u>	<u>\$ 2,285.00</u>	
<u>Two thousand two hundred eighty five dollars and no/100</u> DOLLARS		
<b>CASCO BANK &amp; TRUST COMPANY</b> PORTLAND, MAINE	<u><i>[Signature]</i></u>	TREAS. <small>cntrsgnd.</small>
<small>#2</small> <small>03/239/1</small> <small>139 Cotton St.</small>	<small>001803 011200022 2000340638</small>	

CITY OF PORTLAND, MAINE

CHECK REGISTRATION

Date: March 10, 1987

PAY TO:

~~Mary T. Duran~~  
~~and~~  
~~Waynes Plumbing~~

CHARGE TO:

Rehab Loan and Grant  
Escrow Account

Trans. Code	Vendor Number	Fund	Dept.	Div.	Prog.	Expend. Code
54						

Trans. Code	Fund (5)	PRJ. (3)	PGM. (3)	OBJT. (4)	CTR. (3)	FCT. (3)
54						

Date	Description	Unit	Total
3/10/87	ICAN NO: 03/339/1 Progress payment #1 for labor and materials used in rehab work being done on property at 139 Bolton Street, Portland, Maine		\$ 900.00
	Total		\$ 900.00

Certified Correct

BY: *Virginia L. [Signature]*  
 (Signature)

DATED: March 9 / 87

INSPECTION REPORT

This is to certify that on the date set forth above, I inspected the work being performed.

CONTRACTOR: Wayne's Plumbing

LOCATION: 139 Bolton St Portland

OWNER: \_\_\_\_\_

Partial/Full payment is requested for the following specification items:

1. B1-5 Bathroom in full 900.-
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_
5. \_\_\_\_\_
6. \_\_\_\_\_
7. \_\_\_\_\_
8. \_\_\_\_\_
9. \_\_\_\_\_
10. \_\_\_\_\_

Total value of work completed: \$ 900.-

INSPECTED BY: Max Miller  
Rehabilitation Specialist

# INVOICE

No 2807

WAYNES PLUMBING  
& HEATING CO.  
P. O. Box 2246  
SOUTH PORTLAND, MAINE 04106

Phone 774-7849

DATE	3/6/87.
CL. ST. ORDER NO.	
SALESPERSON	
VIA	

TO May Donald  
1396 Ballou St  
Portland Me. 04102

TCRMS beg. for Bathroom

QUANTITY	DESCRIPTION	PRICE	AMOUNT
	<u>as agreed</u>		<u>900.00</u>

*James C. Curtis*

*May Donald*  
ORIGINAL

Thank You!



7/12/87

CITY OF PORTLAND, MAINE		No 01771	
CODE ENFORCEMENT			
REHABILITATION LOAN AND GRANT ESCROW ACCOUNT	PORTLAND, MAINE	March 11, 19 87	<sup>52-2</sup> 112
PAY TO THE ORDER OF <u>Mary T. Duran and Waynes Plumbing</u>		\$ 900.00	
<u>Nine hundred dollars and no/100</u>		DOLLARS	
CASCO BANK & TRUST COMPANY		<u>[Signature]</u> TREAS.	
PORTLAND, MAINE		cntrsgnd.	
03/339/1 139 Bolton St		001771 011200022 200034638	

OF PORTLAND, MAINE

ECK REQUESTION

Date: Dec. 5, 1986

PAY TO:

Mary T. Duran and  
City of Portland, Maine

CHARGE TO:

GRANT

Trans. Code	Vendor Number	Fund	Dept.	Div.	Prog.	Expend. Code
54						

Trans. Code	Fund (5)	PRJ. (3)	PGM. (3)	OBJT. (4)	CTR. (3)	FCT. (3)
54						

Date	Description	Unit	Total
12/5/86	GRANT NO: 03/339/1		\$ 4,500.00
Total			\$ 4,500.00

Certified Correct

BY: *Virginia L. Duran*

(Signature)

*Wayne's Plumbing  
158 St. John St.*

ENERGY-CITY/BANK LOANS *Mary P. Keenan*  
ORDER DURING SETTLEMENT *03/337/1*  
*4,500.00*

*Tel. 774-8163*

GET HOME OWNERS INSURANCE (check coverage amt. & mortgage amends)  
SETTLE CHECKS (get signatures on bank, payback & LOF - get or show CCRD)

*Dec. 9, 1986  
Dec. 31, 30*

- NCP 1 FORMAL APPLICATION (copy for owner)
- NCP 16 NON DISCRIMINATION (for files)
- BORROWER'S INFO (who/where to pay)
- NCP 5 TERMS & CONDITIONS OF REHAB (one signed by owner, one for owner)
- BANK SIDE: - SIGN:
  - a) TRUTH IN LENDING
  - b) RIGHT TO CANCEL
  - c) RIGHT TO CANCEL NOT EXERCISED
  - d) NOTE
  - e) MORTGAGE

CITY SIDE:

- NOTICE TO CO-SIGNERS (if more than one owner)
- NCP 11 TRUTH IN LENDING DISCLOSURE
- NCP 12 NOTICE OF RIGHT TO CANCEL
- RIGHT TO CANCEL NOT EXERCISED
- NCP 22 PROMISSORY NOTE
- NCP 23 MORTGAGE DEED
- NCP 13 BID OF PROPOSAL & SPECIFICATIONS (copy for owner & contractor)
- NCP 13 CONTRACTOR'S AGREEMENT (sign & copy for owner & contractor & City)
- NCP 18 PROCEED ORDER (sign a copy for owner & contractor & City)
- COPY OF CHECK PROCEDURE (one signed & one for owner)

AFTER CLOSING:

- 1) Xerox both sides of signed checks for files
- 2) Record of receipts to finance - our money, bank, LOF
- 3) Record 2 mortgages (Bank 1st - City 2nd)
- 4) Return to bank: Copy of mortgage, original note, Right of rescission, copy of signed check (after 3 days return right to cancel not exc.)
- 5) Copy of Truth in Lending to Bill Mulhern
- 6) Memo to Ranaghan with Original note, Original mortgage, & Copy of Insurance

Loan No. 03/339/1

Date July 28, 1987

WAIVER OF LIEN

THE UNDERSIGNED, having performed labor and furnished materials by contract with Mary T. Duran at premises on 139 Bolton St., Portland, Maine Portland, Maine, City Assessor's Plan 186-E-7 in consideration of One Dollar and other valuable consideration in hand paid, receipt whereof is hereby acknowledged, does hereby waive any mechanics or other statutory lien against said premises by reason of said labor performed or said materials furnished and does hereby agree not to file or prosecute such lien claim, and that there are no outstanding bills for work performed or materials supplied by sub-contractors.

Robert P. Curlew  
Wayne's Plumbing

PROCEED ORDER NO. 03/339/1

DATE: Dec. 9, 1986

Gentlemen:

Please be advised that funds were made available on the above date under the terms of my/our loan from the Department of Planning and Urban Development Loan/Grant Program (Loan No. 03/339/1) for the work to be performed on the structure at 139 Bolton Street, Portland, Maine owned by me/us, as specified in the contract between Wayne's Plumbing & Heating Co. and myself/others/us, dated December 9, 1986.

This letter constitutes notice to proceed with said specified work within thirty ( 30) days from Dec. 9, 1986. Under no circumstances shall work commence by you prior to Dec. 10, 1986.

Per the terms of the above-mentioned contract between Wayne's Plumbing and Heating Co. and myself/others/us, you will note that all work must be completed by you on or before April 9, 1987.

Mary T. Duran  
Mary T. Duran

RECEIPT OF NOTICE

This is to certify that on Dec. 9, 1986 I received a copy of the foregoing notice. I propose to start work on Dec. 29, 1986, weather permitting.

Wayne Curlew  
Wayne's Plumbing & Heating



A G R E E M E N T

THIS AGREEMENT is between Wayne's Plumbing & Heating Co.  
having its principal place of business at 158 St. John Street, Portland, Me.  
hereinafter called "CONTRACTOR", and Mary T. Duran  
residing at 139 Bolton Street in the City of Portland, Maine,  
hereinafter called "OWNER".

W I T N E S S E T H

OWNER intends to repair and remodel his property located at  
number 139 Bolton Street in the City of Portland, and  
CONTRACTOR has submitted the low bid for such repair or remodeling.  
Therefore, the CONTRACTOR and the OWNER, for the consideration herein-  
after named, agree to the following Contract which is in two parts:

PART I

1. Work to be Performed. The work to be performed shall be in accordance with the provisions of the bid and proposal, the general conditions, the drawings, if any specifications and progress payment schedule. Copies of the specifications and progress payment schedule are attached hereto as Exhibits A and B and made a part of this agreement.
2. Rescission by Owner. OWNER shall have three (3) days from the date of execution of this Contract to rescind it. Upon rescission, OWNER and CONTRACTOR shall be released from all obligations under this Contract.
3. Order to Proceed. OWNER shall issue a written order to proceed within thirty (30) days from the date of execution of the Contract. If such order to proceed is not received by CONTRACTOR within the said period CONTRACTOR may terminate the Contract.
4. Commencement of Work. CONTRACTOR shall commence the work within thirty days of receipt of the order to proceed and shall thereafter diligently pursue and execute the work, weather permitting, and complete the work prior to April 9, 1987. It is further agreed that failure of CONTRACTOR to perform any work under this Contract for a period of ten (10) consecutive working days at any time after commencement of the work, without written consent of OWNER, shall constitute a breach of the Contract and Owner may, by written notice, terminate his obligations hereunder and contract for or otherwise effect the completion of any of the work then uncompleted by the CONTRACTOR and OWNER may set-off against the contract price the cost and expenses of completing such work. In the event OWNER has at the time of such breach and termination paid to CONTRACTOR an amount in excess of the fair value of the work then completed, CONTRACTOR shall refund to OWNER promptly upon demand an apportioned amount of the total sum paid by OWNER.
5. Payments. CONTRACTOR may make application for progress payment as soon as those portion of the work described in the attached

Schedule of Progress Payments have been completed. The application shall include an itemization of all monies paid by CONTRACTOR for labor performed and material supplied for the period covered by the application and a statement describing the work that was performed using such labor and materials. Releases of any liens by sub-contractors, laborers or materials suppliers may be required by OWNER in addition thereto. Upon approval of such application by the OWNER, which approvals shall not be unreasonably withheld, CONTRACTOR shall be paid ninety per cent (90%) of the approved amount. All amounts due and payable by OWNER to CONTRACTOR for the work shall be payable within twenty (20) days after the work is satisfactorily completed and is approved by the OWNER.

6. Access to CONTRACTOR'S Records. OWNER and Representatives of the City of Portland, Maine shall be afforded access at all times to inspect the Work and they may at all times inspect CONTRACTOR'S books, records, correspondence, construction drawings, receipts, vouchers, payrolls, and agreements with sub-contractors relating to this Contract and CONTRACTOR shall preserve all such records for a period of two (2) years after final payment hereunder.
7. Liens. As a condition to receiving final payment hereunder, CONTRACTOR shall deliver to OWNER a complete release of all liens arising out of this Contract and a warranty covering all work performed hereunder to the effect that such work shall be free from defects of material or workmanship of CONTRACTOR or any sub-contractor for a one (1) year period, or for such longer period as may be included in any warranty given by the manufacturer of any material used in the work performed hereunder. In addition, before making any payment whatsoever hereunder, OWNER may require CONTRACTOR to furnish releases or receipts from any and all persons performing work or supplying materials or services to CONTRACTOR or to any sub-contractor for the Work. In the event that CONTRACTOR is unable or unwilling, for any reason whatsoever, to furnish such releases or receipts, OWNER may withhold any payment in whole or in part and if a lien or liens have been recorded against the property the OWNER may apply any retainage, in whole or in part, to the satisfaction of mechanic's lien or liens claimed against the property. OWNER'S obligations to CONTRACTOR under this contract shall be reduced by the amount of any such payment or payments to such lien holders.
8. Permits and Fees. CONTRACTOR shall give all notices required by and comply with all applicable laws, ordinances and codes of the City of Portland and State of Maine, and shall at his own expense secure and pay the fees or charges for all permits required for the performance of the Work.
9. Indemnification and Insurance. CONTRACTOR shall indemnify and hold OWNER harmless for liability for any bodily injury, property damage or other claims or demands of third parties resulting from performance of the Work by CONTRACTOR. CONTRACTOR shall obtain, maintain and furnish evidence of comprehensive public liability insurance coverage in an amount of not less than \$300,000 aggregate single limit for bodily injury, death and property damage arising out of the Work to be performed by CONTRACTOR and shall procure any workmen's compensation insurance required by law, unless such requirements are waived by mutual agreement of the parties.
10. Title to Work and Salvage. Title to all work completed or in the course of construction, and of all materials on account of which any payment has been made shall be in OWNER whether

or not such materials are affixed as OWNER'S property. Materials and equipment removed and replaced as part of the work shall belong to CONTRACTOR and CONTRACTOR shall remove same together with all debris in the course of the work, and in no case later than the date of the completion of the work.

11. Cooperation. OWNER shall cooperate with CONTRACTOR to facilitate performance of the work, including the reasonable movement of rugs, coverings, and furniture. CONTRACTOR recognizes that the premises may be occupied during the course of the work and CONTRACTOR agrees to make reasonable efforts to lessen the inconvenience occasioned to the occupants during work to the extent possible, including but not limited to the keeping of the premises clean and orderly during the course of the work. OWNER shall permit CONTRACTOR to make reasonable use of existing utilities for the performance of the work and all such use shall be at the expense of OWNER.
12. Federal Requirements. Part II attached hereto is a part of this Contract. CONTRACTOR agrees to comply strictly with all requirements thereof.  
  
CONTRACTOR further agrees to comply with the applicable regulations of the Secretary of Labor, United States Department of Labor, made pursuant to the so-called "Anti-Kickback Act" of June 13, 1934, (48 Stat. 948; 62 Stat 862; Title 18 U.S.C., Sec 874; and Title 40 U.S.C. Section 276c), and any amendments or modifications thereof; shall cause appropriate provisions to be inserted in sub-contracts to insure compliance therewith by all sub-contractors subject thereto; and shall be responsible for the submission of statements required of sub-contractors thereunder, except as said Secretary of Labor may specifically provide for reasonable limitations, variations, tolerances, and exceptions from the requirements thereof.
13. Assignments. CONTRACTOR shall not assign the benefits of the contract nor delegate its duties thereunder without the written consent of the OWNER and of the Director of the Department of Planning and Urban Development of the City of Portland.
14. Amount Due Contractor. For the consideration named therein, CONTRACTOR proposes to furnish all the material and do all the work described in accordance with the Contract and the attached Exhibits for the lump sum of Four thousand five hundred dollars (\$ 4,500.00 ) payable as stated hereinabove;

This Agreement, executed in triplicate, shall be construed under the Laws of the State of Maine, and may be modified or amended only by a written instrument executed by both the OWNER and CONTRACTOR.

PART II

Part I of the Contract is hereby made subject to the following General Terms and Conditions.

1. Definitions: Except to the extent modified or supplemented by this Contract or by the Grant Agreement, any term defined in Title I of the Housing and Community Development Act of 1974 or the HUD Community Development Block Grant Regulations at 24 CFR Part 570, shall have the same meaning when used herein.

(a) Agreement means the Grant Agreement between the City of Portland and the United States Department of Housing and Urban Development with any amendments or supplements thereto;

(b) Applicant means the CONTRACTOR

(c) Grantee means the City of Portland

(d) Assurances, when capitalized, means the certifications and assurances submitted with grant applications pursuant to the requirements of 24 CFR Part 570;

(e) Assistance provided means the grants and loans secured by loan guarantees provided under the Agreement.

(f) Program means the community development program, project, or other activities, including the administration thereof, with respect to which assistance is being provided under the Agreement;

(g) Department means the United States Department of Housing and Urban Development.

2. "Section 3" Compliance in the Provision of Training,

Employment and Business Opportunities: This Contract is subject to the requirements of Section 3 of the Housing & Urban Development Act of 1968 (12 USC 1701u), as amended, the HUD regulations issued pursuant thereto at 24 CFR Part 135, and any applicable rules and orders of HUD issued thereunder prior to the HUD authorization of the Funding Approval.

3. Flood Disaster Protection: This Contract is subject to the requirements of the Flood Disaster Protection Act of 1973 (P.L. 93-234). No portion of the assistance provided under the Agreement is approved for acquisition or construction purposes as defined under Section 3(a) of said Act, for use in an area identified by the Secretary as having special flood hazards which is located in a community not then in compliance with the requirements for participation in the national flood insurance program pursuant to Section 201(d) of said Act; and the use of any assistance provided under the Agreement for such acquisition or construction in such identified areas in communities then participating in the national flood insurance program shall be subject to the mandatory purchase of flood insurance requirements of Section 102(a) of said Act.

Any contract or agreement for the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under the Agreement shall contain, if such land is located in an area identified by the Secretary as having special flood hazards and in which the sale of flood insurance has been made available under the National Flood Insurance Act of 1968, as amended, 42 U.S.C. 4001 et seq., provisions obligating the transferee and its successors or assigns to obtain and maintain, during the ownership of such land such flood insurance as required with respect to financial assistance for acquisition or construction purposes under Section 102(a) of the Flood Disaster Protection Act of 1973. Such provisions shall be required notwithstanding the fact that the construction on such land is not itself funded with assistance provided under this Agreement.



4. Equal Employment Opportunity:

(a) Activities and contracts not subject to Executive Order 11246, as amended. In carrying out the work, CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. CONTRACTOR shall take affirmative action to insure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. CONTRACTOR shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Government setting forth the provisions of this nondiscrimination clause. CONTRACTOR shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin. CONTRACTOR shall incorporate the foregoing requirements of this paragraph (a) in all of its contracts for the Work, except contracts governed by paragraph (b) of this section, and will require all of its contractors for such work to incorporate such requirements in all sub-contracts for the Work.

(b) Contracts subject to Executive Order 11246 as amended. Such contracts shall be subject to HUD Equal Opportunity regulations at 24 CFR Part 130 applicable to HUD assisted construction contracts.

CONTRACTOR shall cause or require to be inserted in full in any nonexempt contract and subcontract for construction work, or modification thereof, as defined in said regulations, which is paid for in whole or in part with assistance provided under the Agreement, the following equal opportunity clause.

"During the performance of this contract, the contractor agrees as follows:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

3. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the Contract Compliance Officer advising the said labor union or workers' representatives of the contractor's commitment under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

4. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.



(5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the Department and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders

(6) In the event of the contractor's noncompliance with the non-discrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contract procedures authorized in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provision of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965 so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the Department may direct as a means of enforcing such provisions, including sanctions for noncompliance; Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Department, the contractor may request the United States to enter into such litigation to protect the interest of the United States."

CONTRACTOR further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work.

CONTRACTOR agrees that it will assist and cooperate actively with the Department and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations and relevant orders of the Secretary of Labor; that it will furnish the Department and the Secretary of Labor such information as they may require for the supervision of such compliance; and that it will otherwise assist the Department in the discharge of its primary responsibility for securing compliance.

CONTRACTOR further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or what has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the executive order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the Department or the Secretary of Labor pursuant to Part II, subpart D of the executive order. In addition, the Grantee, OWNER and CONTRACTOR agree that if any of them fail or refuse to comply with these undertakings, the Department may take any or all of the following actions: Cancel, terminate or suspend in whole or in part the grant or loan guarantee refrain from extending any further assistance to the Grantee, OWNER or CONTRACTOR under the program with respect to which the failure or refusal occurred until satisfactory assurances of future compliance has been received from Grantee-OWNER or CONTRACTOR; and refer the case to the Department of Justice for appropriate legal proceedings.

5. Lead - Base Paint Hazards:

The construction or rehabilitation of residential structures with assistance provided under the Agreement is subject to the HUD Lead-Base Paint regulations, 24 CFR Part 35. Grants or loans made by the Grantee for the rehabilitation of residential structures with assistance provided under the agreement are made subject to the provisions for the elimination of lead-base paint hazards under sub-part B of said regulations.

6. Compliance with Air and Water Acts:

This contract is subject to the requirements of the Clean Air Act, as amended, 42 USC 1857 et seq., the Federal Water Pollution Control Act, as amended, 33 USC 1251 et seq. and the regulations of the Environmental Protection Agency with respect thereto, at 40 CFR Part 15, as amended from time to time.

In compliance with said regulations, CONTRACTOR shall cause or require to be inserted in full in all contract and sub-contracts with respect to any nonexempt transaction thereunder funded with assistance provided under this agreement, the following requirements:

(1) A stipulation by the contractor or subcontractor that any facility to be utilized in the performance of any non-exempt contract or subcontract is not listed on the list of Violating Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40 CFR 15.20.

(2) Agreement by the contractor to comply with all the requirements of section 114 of the Clean Air Act, as amended, (42 USC 1857c-8) and section 308 of the Federal Water Pollution Control Act, as amended, (33 USC 1318) relating to inspection, monitoring, entry, reports and information, as well as all other requirements specified in said section 114 and section 308, and all regulations and guidelines issued thereunder.

(3) A stipulation that as a condition for the award of the contract prompt notice will be given of any notification received from the Director, Office of Federal Activities, EPA indicating that a facility utilized or to be utilized for the contract is under consideration to be listed on the EPA list of Violating Facilities.

(4) Agreement by the contractor that he will include on cause to be included the criteria and requirements in paragraph (1) through (4) of this section in every nonexempt subcontractor and requiring that the contractor will take such action as the Government may direct as a means of enforcing such provisions

CONTRACTOR further agrees that it will be bound by the above environmental clauses.

In no event shall any amount of the assistance provided under this Agreement be utilized with respect to a facility which has given rise to a conviction under section 113 (c) (1) of the Clean Air Act or section 309 (c) of the Federal Water Pollution Control Act.

7. Federal Labor Standards Provisions:

Except with respect to the rehabilitation of residential property designed for residential use for less than eight families, CONTRACTOR and all contractors engaged under contracts in excess of \$2,000.00 for the construction, prosecution, completion or repair of any building or work financed in whole or in part with assistance provided under the Agreement shall comply with HUD requirements pertaining to such contracts and the applicable requirements of the regulations of the Department of Labor under 29 CFR parts 3, 5 and 5a, governing the payment of wages and the ratio of apprentices and trainees to journeymen: Provided, that if wage rates higher than those required under such regulations are imposed by state or local law, nothing hereunder is intended to relieve CONTRACTOR of its obligation, if any to require payment of the higher rates, CONTRACTOR shall cause or require to be inserted in full,

in all such contracts subject to such regulations, provisions meeting in the requirements of 29 CFR 5.5 and, for such contracts in excess of \$10,000, 29 CFR 5a.3.

No award of the contracts covered under this section of the Agreement shall be made to any contractor who is at the time ineligible under the provisions of any applicable regulations of the Department of Labor to receive an award of such contract.

8. Nondiscrimination Under Title VI of the Civil Rights Act of 1964

This contract is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and HUD regulations with respect thereto including the regulations under 24 CFR Part I. In the sale, lease or other transfer of land acquired, cleared or improved with assistance provided under the Agreement, the OWNER shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination upon the basis of race, color, religion, sex, or natural origin, in the sale, lease or rental, or in the use or occupancy of such land or any improvements erected or to be erected thereon, and providing that the Grantee and the United States are beneficiaries of and entitled to enforce such covenant.

9. Obligations of Grantee with Respect to Certain Third Party Relationships:

CONTRACTOR shall remain fully obligated under the provisions of the Contract notwithstanding its designation of any third party or parties for the undertakings of all or any part of the work with respect to which assistance is being provided under the Agreement.

10. Interest of Certain Federal Officials:

No member of or Delegate to the Congress of the United States and no Resident Commissioner, shall be admitted to any share or part of this Contract or to any benefit to arise from the same.

11. Interest of Members, Officers, or Employees of Grantee Members of Local Governing Body, or other Public Official

No member, officer, or employee of the Grantee, or its designees or agents, no member of the governing body of the locality in which the program is situated, and no other public official of such locality or localities who exercise any functions or responsibilities with respect to the program during his tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or sub-contract, or the proceeds thereof, for the work. CONTRACTOR shall incorporate, or cause to incorporate in all such contracts or sub-contracts a provision prohibiting such interest pursuant to the purpose of this section.



139 Bolton Street

186A-E-7





CITY OF PORTLAND

JOSEPH E. GRAY, JR.  
DIRECTOR OF PLANNING  
AND URBAN DEVELOPMENT

8/83

DU: 1

Ms. Mary T. Duran  
139 Bolton Street  
Portland, Maine 04102

Re: 139 Bolton St. 186A-E-7 LBY

The Housing Inspections Division of the Department of Planning & Urban Development has recently completed an overall inspection of your property.

Congratulations are extended to you for the general condition of your property which was found to meet the standards established by the City's Housing Code. We did, however, note the following items that could cause future problems.

CELLAR - furnace - missing automatic thermal cut-off.

Good maintenance is the best way to protect the value of your property and neighborhood.

Please feel free to call on us if we can be of assistance to you.

Sincerely yours,  
Joseph E. Gray, Jr., Director of  
Planning & Urban Development

By Lyle D. Woyes  
Lyle D. Woyes  
Inspection Services Division

K. Carroll  
Code Enforcement Officer - K. Carroll (2)

jmr