FILL IN AND SIGN WITH INK

APPLICATION FOR PERMIT FOR HEATING, COOKING OR POWER EQUIPMENT

PERMIT ISSUED
01609
JUL 10 1947

Portland, Maine, July 9, 1947

To the INSPECTOR OF BUILDINGS, PORTLAND, MAINE

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 1421 Congress St. Use of Building Dwelling No. Stories 2 New Building Existing "

Name and address of owner of appliance Ann J. Chadbourne, 1421 Congress St.

Installer's name and address N. A. Bruns, 235 Franklin St. Telephone 4-4236

General Description of Work

To install forced hot water heating boiler and oil burning equipment in place of gravity hot water heat

IF HEATER, OR POWER BOILER

Location of appliance or source of heat basement Type of floor beneath appliance concrete

If wood, how protected? Kind of fuel oil

Minimum distance to wood or combustible material, from top of appliance or casing top of furnace 28"

From top of smoke pipe 36" From front of appliance Over 4' From sides or back of appliance Over 3'

Size of chimney flue 8x8 Other connections to same flue none

If gas fired, how vented? Rated maximum demand per hour

IF OIL BURNER

Name and type of burner York Heat Labelled by underwriter's laboratories? yes

Will operator be always in attendance? Does oil supply line feed from top or bottom of tank? bottom

Type of floor beneath burner concrete

Location of oil storage basement Number and capacity of tanks 1-275 gal.

If two 275-gallon tanks, will three-way valve be provided?

Will all tanks be more than five feet from any flame? yes How many tanks fire proofed?

Total capacity of any existing storage tanks for furnace burners none

IF COOKING APPLIANCE

Location of appliance Kind of fuel Type of floor beneath appliance

If wood, how protected?

Minimum distance to wood or combustible material from top of appliance

From front of appliance From sides and back From top of smokepipe

Size of chimney flue Other connections to same flue

Is hood to be provided? If so, how vented?

If gas fired, how vented? Rated maximum demand per hour

MISCELLANEOUS EQUIPMENT OR SPECIAL INFORMATION

Permit Issued with Letter extra aquastat

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.)

APPROVED: OK. 7-9-47. Rmf

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

Permit Issued with Letter

Signature of Installer N. A. Bruns

INSPECTION COPY

Permit No. 47/1609

Location 1421 Congress

Owner Ann J. Thackeraine

Date of permit 5/10/47

Approved

NOTES

Fill Pipe

Vent Pipe

Bond or Heat

Burner Regular & Supports

Name & Title

Stock Gear

High Limit Control

Remote Control

Piping Support & Clearance

Valves In So. Pipe

Capacity of tank

Tank Bearing & Supports

Tank Distance

Oil Guage

Instructon Card

16

Tests of Items

Final

(RC) RESIDENCE ZONE - C

APPLICATION FOR PERMIT

PERMIT ISSUED
00838
APR 28 47

Class of Building or Type of Structure Third Class

Portland, Maine, April 26, 1947

To the INSPECTOR OF BUILDINGS, PORTLAND, MAINE

The undersigned hereby applies for a permit to ~~erect~~ alter ~~repair demolish~~ install 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 1421 Congress Street Within Fire Limits? no Dist. No.

Owner's name and address Lillian P. Chadbourne, 137 Emery Street Telephone

Lessee's name and address Telephone

Contractor's name and address Martin Ahlquist, Sr., West Scarborough Telephone

Architect Specifications Plans no No of sheets

Proposed use of building Dwelling No. families 2

Last use " No. families 2

Material frame No. stories 2½ Heat Style of roof Roofing

Other buildings on same lot

Estimated cost $ 20 Fee $ .50

General Description of New Work

To remove existing closet wall- 2'6" wide and 6' high - leading into rear hall, first floor - to provide access to basement stairs leading from rear hall.

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.

Details of New Work

Is any plumbing involved in this work? Is any electrical work involved in this work?

Height average grade to top of plate Height average grade to highest point of roof

Size, front depth No. stories solid or filled land? earth or rock?

Material of foundation Thickness, top bottom cellar

Material of underpinning Height Thickness

Kind of roof Rise per foot Roof covering

No. of chimneys Material of chimneys of lining Kind of heat fuel

Framing lumber—Kind Dressed or full size?

Corner posts S. Girt or ledger board? Size

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, 2nd, 3rd, roof

On centers: 1st floor, 2nd, 3rd, roof

Maximum span: 1st floor, 2nd, 3rd, roof

If one story building with masonry walls, thickness of walls? height?

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?

APPROVED:

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

INSPECTION COPY

Signature of owner Lillian P. Chadbourne

Permit No. 42/838

Location 1421 Carpenter St.

Owner Lillian P. Chadbourne

Date of permit 4/29/42

Notif. closing-in

Inspn. closing-in

Final Notif.

Final Inspn. 8/7/42

Cert. of Occupancy issued none

NOTES

8/17/42 - 4/2 done

Above. EAR

: Rept. 3-103 D-1

1421

April 28, 1945

E. G. Johnson Co.,
3 Cliff St.,
Portland, Maine

Subject: Building Permit for Alterations at 1421 Congress St. to Make Two-Family Dwelling-HHA Appl. No. 2-17-1A; Case No. 2-17-1A-6

Gentlemen:

Enclosed is above building permit, subject to the following:

1. Partition closing the door in enclosure of stairs from second to third floor to be made permanent and finished off on second floor side precisely like the rest of the enclosure so as not to present an obvious panel which would only need to be removed to gain ready access and use of the third floor. If the present enclosing partition is plastered, then the fill-in panel ought to be plastered. If the existing partition is of some other finish it will be satisfactory to make this panel the same, but in any event when finished the entire end of the stairway enclosure should present a uniform appearance.

2. Hatchway and cover to third floor to be located in a readily accessible place in second story rear hall and to offer an opening no less than two feet by three feet.

3. Foundations of new entrance platform to be cedar posts or concrete piers with similar foundation at foot of the steps, all to extend at least four feet below the grade of the ground.

4. Floor joists of the new entrance platform to satisfy Building Code requirements of a live load strength of no less than 40 pounds per square foot, and to be spaced no more than 18 inches from center to center.

5. Vent duct to be of incombustible material.

Very truly yours,

(Signed) Warren McDonald
Inspector of Buildings.

cc Agnes F. Dillingham
1421 Congress
W. D. Tuttle,
19 Kenneth
Wadsworth & Boston:
57 Exchange

Inquiry 1421 Congress St.

March 22, 1945

Subject: Inquiry as to compliance with
building Code of Plans for Alterations
Building Owned by Agnes F. Dillingham
leased by NHA of USA at 1421 Cong. St.

Wadsworth & Boston,
57 Exchange Street,
Portland, Maine

Gentlemen:

I believe I am not in a position to issue a building permit for the above job on the basis that work would start before July 4, 1945 (on account of limitation of zoning appeal); but unless I have overlooked something in our last check, it will be necessary to make the following notations with the issuance of the permit:

1. Partition closing the door in enclosure of stairs from second to third floor to be made permanent and finished off on second floor hall side precisely like the rest of the enclosure so as not to present an obvious panel which would only need to be removed to gain ready access and use of the third floor. If the present enclosing partition is plastered then the fill-in panel ought to be plastered. If the existing partition is of some other finish it will be satisfactory to make this panel the same, but in any event when finished the entire end of the stairway enclosure should present a uniform appearance.

2. Hatchway and cover to third floor to be located in a readily accessible place in second story rear hall and to offer an opening not less than two feet by three feet.

3. Foundations of new entrance platform to be of cedar posts or concrete piers with similar foundations at the foot of the steps, all to extend at least four feet below the grade of the ground.

4. Floor joists of the new entrance platform to satisfy Building Code requirements of a live load strength of no less than 40 pounds per square foot, and to be spaced no more than 18 inches from center to center.

5. Vent duct to be of incombustible material.

Very truly yours,

Inspector of Buildings

WMcD/H

CC: William D. Tuttle,
19 Kenneth Street

Agnes. F. Dillingham
1421 Congress St.

Office of WADSWORTH & BOSTON · ARCHITECTS

57 Exchange Street · Portland, Maine

Philip Shirley Wadsworth, A. I. A.
Royal Boston, A. I. A.

March 17th, 1943

Mr. Warren McDonald, Building Inspector,
City Hall,
Portland, Maine.

Dear Mr. McDonald;

We are enclosing a copy of the drawings and Specifications on the alterations at 1421 Congress Street, which property belongs to Mrs. Agnes F. Dillingham.

These drawings and Specifications have been revised to conform to the suggestions in your letter of March 16th and we are sending them to you in order that you may have an opportunity to review them in their final form and be in a position to issue a Permit at such time as the successful bidder makes application.

Very truly yours,

Royal Boston

WADSWORTH & BOSTON

RB:JB
Encl.

Inquiry 1421 Congress St.

March 16, 1943

Kadsworth Boston
57 Exchange Street,
Portland, Maine

Subject: Inquiry as to Compliance with the Building Code of Plans for Alterations in the Building Owned by Agnes F. Billingham and Leased by NMM of USA at 1421 Cong. St.

Gentlemen:

I understand there is at least one room formerly used for living quarters on the third floor. You have shown a new rear stairway, second to third, presumably to comply with the requirements of Section [illegible]-e of the Building Code. No plan of third floor appears and there is the question as to whether or not the relative location of the room or rooms on the third floor and the location of the front stairs might be such that a fire traveling the front stairs would make it practically impossible to reach the rear stairs also. If so the arrangements would not comply with Section [illegible]-e-1,2-(a). If any of the rooms on the third floor are to be used for living quarters, all of the stairs serving those rooms clear down to the ground would have to comply with requirements for exits of tenement houses. Thus we should have in figures the width of these stairs, the rise and tread of each, the fact that there are to be handrails the full length on at least one side of each stairs, information that there were not more than three consecutive winding treads in any run of stairs, and any closets existing or proposed under any of the stairs would be prohibited. On this basis the closet indicated beneath the new stairs to the third floor would not be permitted. Neither do I think the three winders shown at the foot of these stairs would be permitted, since stairs would really be new construction. Should you decide to abandon the idea of using the third floor rooms, the new rear stairs might be eliminated. It would be preferable in that case to remove the front stairs from second to third, but I doubt if we should insist upon the actual removal of them. Perhaps, since the front stairs to third floor are enclosed in second story, if you should remove the door and frame at the foot of the enclosure and close the opening with a permanent plastered partition or set the partition up the stairs three or four steps and thus provide a closet. In the latter case the closet would have to be ceiled. In any case a hatchway about two feet by three feet with cover would be required to give access to the third floor in case of need. In event the third floor rooms are to be used a switch would be required at the third floor level near the rear stairs to control an electric light in each of the halls below.

I find no specification for the foundations and framing of the new side platform and steps. Presumably these steps and platform will have foundations of masonry piers or cedar posts extending at least four feet below the grade of the ground, the stringers of platform would be no less than solid 4x6 and the bottom of the steps would have the foundation under them below frost.

If the brick "nogging" is to be used in the party partition in the attic a small saving may be effected by using incombustible wallboard as in the new partitions below without plaster; or if the owner on the other side were agreeable, the brick nogging could be omitted and perforated gypsum lath and plaster applied on both sides of the partition, putting in fire stops of course.

This change to two families was the subject of a successful appeal under the Zoning Ordinance which was sustained on January 4, 1943. On that basis rights

Wadsworth & Loston——————

March 13, 1945

under the appeal would lapse if the work is not commenced before July 4th of this year.

The specifications provide a "non-metallic" vent duct for the first floor bathroom. This duct is also required to be incombustible.

Very truly yours,

Inspector of Buildings

WMcD/H

CC: William D. Tuttle

10 Kenneth Street

Agnes F. Dillingham
1421 Congress Street

Office of WADSWORTH & BOSTON ARCHITECTS

57 Exchange Street · Portland, Maine

Philip Shirley Wadsworth, A. I. A
Royal Boston, A. I. A

March 8th, 1943

Mr. Warren McDonald,
Building Inspector,
City Hall,
Portland, Maine.

Dear Mr. McDonald:

We are enclosing blueprints and Specifications covering the proposed alterations at 1421 Congress Street, in the property of Mrs. Agnes F. Dillingham to be executed for the United States of America through the National Housing Agency.

If you would review these drawings and Specifications and let us know whether they are in conformity with the provisions of the code and, if not, where their deficiencies lie, it will expedite this program considerably.

Very truly yours,

Philip S. Wadsworth

WADSWORTH & BOSTON

JB
Encl.

U.S. NHA R36
Revised 2-1-43

Case No. ~~N-17-1-6~~

THE UNITED STATES OF AMERICA — NATIONAL HOUSING AGENCY

Homes Use Program

ITEMIZED SPECIFICATIONS OF RECONDITIONING AND CONTRACTOR'S BID

A. **TO THE UNITED STATES OF AMERICA—NATIONAL HOUSING AGENCY**

The undersigned Contractor hereby offers to complete, in a good and workmanlike manner, and to furnish and provide all the work and materials necessary to perform and complete, the hereinafter mentioned Itemized Specifications of Work, on the property located at:

1421 Congress Street, Portland, Maine
(Property Address) (City) (State)

all such work to be performed in accordance with the specification of work on Form U.S.-NHA-R36 attached hereto and made a part hereof as if fully set forth herein, and designated as follows:

Case No. ~~N-17-1-6~~
Rider Sheet Nos. 1 - 4 inclusive
Itemized Specifications of Work

and otherwise in accordance with the latest revised edition of the Master Specifications issued by the Government which are approved for use in performance of the work and hereby made a part of this bid the same as if separately recited herein, and such other schedules, working drawings, and special specifications, if any, as may be attached hereto and hereby made a part hereof, and identified as drawings 1 - 4 inclusive, alterations at 1421 Congress St. Portland, Me., and pursuant to the terms, covenants, and conditions herein contained, for the Sum of ($) Dollars, which is the amount of the proposal, irrespective of the total of the items indicated; and offers to commence work within ____ days after notice of award in writing and to complete the work within ____ days after the date of such notice, unless delayed by strikes, walk-outs, fire or other unavoidable causes beyond the Contractor's control, in which event the date of completion shall be extended for a period to be determined by the Government.

B. **CONTRACT PROVISIONS**

ARTICLE 1. Wherever found herein the word "Government" means the United States of America, and the word "Premises" means the property denoted in A above, on which the work specified herein is to be performed.

ARTICLE 2. It is understood and agreed that all work done under this contract shall be performed under applicable provisions of the Act of Congress approved October 14, 1940 (Public No. 849 — 76th Congress, known as the Lanham Act), as amended.

ARTICLE 3. The Contractor agrees: (a) that unless otherwise specifically provided herein no payment shall be due hereunder until this contract has been fully performed in a substantial and workmanlike manner meeting the approval of the Government, and until the Contractor has deposited with the Government satisfactory releases of liens and claims or liens of subcontractors, laborers, and materialmen, and of other persons in any way performing service or furnishing labor or materials to the Contractor on account of this contract on or for the premises, or that any work done or material furnished failing in the requirements of the plans, specifications, and this contract, will be removed from the premises, and replaced by the Contractor at his expense; (c) that he shall not assign this contract without the written consent of the Government; (d) that time is of the essence of this contract; (e) that no use or occupancy of the premises by anyone shall be deemed to be an acceptance of the work to be performed hereunder, it being understood that unless otherwise herein provided, the premises may be occupied during the period of this contract, (f) that he shall provide adequate workmen's compensation insurance for employees when such insurance is required by law, and provide such other insurance as specified under the Itemized Specifications of Work, or as herein otherwise provided, the evidence of such insurance as approved by the Government to be filed with it; (g) that he shall furnish, in form approved by the Government, if specified under the Itemized Specifications of Work, or elsewhere herein, a payment bond, a performance bond, a completion bond, or other bond providing for the payment of all wages and for all materials; (h) that he shall furnish to the Government upon request the names and addresses of all subcontractors and materialmen together with amounts due or to become due them, and to furnish, and cause subcontractors to furnish, upon request of the Government and on forms furnished by the Government, such reports concerning wage scales, payrolls, and otherwise, as the Government may require; (i) that any and all payments hereunder received by the Contractor shall be held by the Contractor as trust funds of the Government to be applied first to the full payment for all labor performed, materials furnished hereunder, insurance premiums, and other costs of the improvement, the surplus if any to be retained by the Contractor, and in the event of diversion of said funds, the Government shall, upon written demand mailed to the Contractor at his last known address, be entitled to the immediate return of the payments made hereunder; (j) that he shall not receive any payments under the terms of this contract unless he is not indebted to the United States Government except for current income tax and so warrants upon voucher forms to be submitted by him to the Government on approved forms for payment.

ARTICLE 4. The Contractor acknowledges that the general provisions of, and the special references to, the Master Specifications become a part of this contract, and the Contractor expressly guarantees the work embraced by this contract, to such [illegible] as may be required by the Master Specifications for the applicable work or trade, and as though a separate written guarantee were being given [illegible] in the absence of a provision in the Master Specifications requiring a separate written guarantee, the Contractor hereby guarantees the work to such [illegible] as may be established by custom for the respective work or trades; or, in the absence of such custom, the Contractor guarantees the work for a [illegible] one year from the date of the acceptance of such work by the Government.

ARTICLE 5. The Contractor agrees to comply with all applicable provisions of law or regulations to which he shall hereafter become subject; and further agrees to secure a certificate of occupancy or other similar certificate evidencing performance in accordance with local law from the appropriate municipal authorities wherever and whenever necessary. Unless otherwise provided herein, the Contractor shall provide and pay for all permits, licenses, materials, labor, water, tools, equipment, light, power, transportation, and other facilities necessary for the execution and completion of the work; and when the work is finished, shall clean up the premises, leaving the same free and clear of all obstructions and hindrance. The Contractor shall be responsible for all violations of ordinances or statutes relating to the construction of buildings or the obstruction of streets and sidewalks, and shall carefully repair and make good any damage to property, streets, or pavements caused by any operation connected with the work.

ARTICLE 6. (a) Unless otherwise provided in the specifications, partial payments may be made by the Government to the Contractor after 50 per cent of the work has been completed, or as soon thereafter as practicable, on estimates made and approved by the Government. In preparing estimates the material delivered on the site and preparatory work may be taken into consideration.

(b) In making such partial payments there shall be retained 15 per cent of the estimated amount until final completion and acceptance of all work covered by the contract: PROVIDED, HOWEVER, that the Government may require of the Contractor who requests a partial payment a completion bond to be furnished at the Contractor's expense or other acceptable indemnity in such amounts and on such forms as the Government may require: AND PROVIDED FURTHER, That on completion and acceptance of any division or item of the contract on which the price is stated separately in the contract, payment may be made in full, including retained percentages thereon, less authorized deductions.

(c) All material and work covered by partial payments shall thereupon become the sole property of the Government, but this provision shall not be construed as relieving the Contractor from the sole responsibility for all materials and work upon which payments have been made or for the restoration of any damaged work, or as a waiver of the right of the Government to require the fulfillment of all the terms of the contract.

(d) Upon completion and acceptance of all work required hereunder, the amount due the Contractor under this contract will be paid upon the presentation of a properly executed and duly certified voucher therefor after the Contractor shall have furnished the Government with a release of all claims against the Government arising under and by virtue of this contract.

ARTICLE 7. The Government shall have the right at all times during the course of the work to inspect the said work, and by written order to change or modify the scope thereof, and to change, substitute, alter, delete, or supplement any of the items of specifications thereof, either of labor or of materials, it being understood that in such event the time for the performance of this Contract shall be extended for such reasonable period as may be necessary beyond the date fixed herein for the completion thereof, the period of such extension to be determined by the Government. In the event of any such change, modification, substitution, alteration, deletion, or supplement to the specifications hereunder, there shall be no increase in the total price originally established hereunder for the items of work involved or for similar work. If such changes, modifications, substitutions, alterations, deletions, or supplements cause any increase or decrease in the amounts due hereunder, the total price of this contract shall be increased or decreased accordingly. The Government shall not recognize any orders for changes, modifications, substitutions, alterations, deletions, or supplements as outlined [illegible] unless they are to show the cost thereof and are signed by authorized representatives of the Government who are in charge of supervising the work [illegible] under.

ARTICLE 8. In the performance of the work covered by this contract the Contractor, subcontractor, materialmen, or suppliers shall use only such unmanufactured articles, materials, and supplies as have been mined or produced in the United States and only such manufactured articles, materials, and supplies as have been manufactured in the United States substantially all from articles, materials, or supplies mined, produced, or manufactured in the United States, as the case may be, in the United States: PROVIDED, HOWEVER, that if the head of the governmental agency making this contract shall find that it is impracticable to make such requirement or that it would unreasonably increase the cost, an exception shall be noted in the specifications as to that article, material, or supply, and a public record made of the findings which will justify such exception.

ARTICLE 9. (a) No laborer or mechanic doing any part of the work contemplated by this contract, in the employ of the Contractor or any subcontractor contracting for any part of said work contemplated, shall be required or permitted to work more than eight hours in any one calendar day upon such work at the site thereof, except upon the condition that compensation is paid to such laborer or mechanic in accordance with the provisions of this article. The wages of every laborer and mechanic employed by the Contractor or any subcontractor engaged in the performance of this contract shall be computed on a basic day rate of eight hours per day and work in excess of eight hours per day is permitted only upon the condition that every such laborer and mechanic shall be compensated for all hours worked in excess of eight hours per day at not less than one and one-half times the basic rate of pay. Not less than the prevailing wages shall be paid on all work performed hereunder. Preference in such employment hereunder shall be given to qualified local residents.

(b) For each violation of the requirements of this article a penalty of five dollars shall be imposed upon the Contractor for each laborer or mechanic for every calendar day in which such employee is required or permitted to labor more than eight hours upon said work without receiving compensation computed in accordance with this article, and all penalties thus imposed shall be withheld for the use and benefit of the Government.

(c) The Contractor shall not employ any convict labor.

ARTICLE 10. (a) Whoever shall induce any person employed on any work covered by this contract to give up any part of the compensation to which he is entitled hereto by force, intimidation, threat, or procuring the dismissal of such employee, or by any other means whatsoever, shall be fined not more than $5,000 or imprisoned not more than five years, or both. (Title 40, Section 276b, U.S. Code, 1934 ed.)

(b) The Contractor and all subcontractors shall furnish to the Government representative in charge at the site of the work covered by this contract, or if no Government representative is in charge at the site, shall mail to _____ within seven days after the regular payment date of each and every weekly payroll, an affidavit duly executed and attested in the form attached hereto.

ARTICLE 11. In accordance with the Act of August 30, 1935, 49 Stat. 1011, as amended by the Act of June 15, 1940, 54 Stat. 399, (Title 40, Sections 276a and 276a-1, U.S. Code, 1934 ed.), the following provision shall apply if the contract is in excess of $2,000.00 in amount:

(a) The Contractor and his subcontractors shall pay all mechanics and laborers employed directly upon the site of the work, unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account, the full amounts accrued at time of payment, computed at wage rates not less than those stated in the specifications, regardless of any contractual relationship which may be alleged to exist between the Contractor or subcontractors and such laborers and mechanics; and the scale of wages to be paid shall be posted by the Contractor in a prominent and easily accessible place at the site of the work. The contracting officer shall have the right to withhold from the Contractor so much of accrued payments as may be considered necessary by the contracting officer to pay to laborers and mechanics employed by the Contractor or any subcontractor on the work the difference between the rates of wages required by the contract to be paid laborers and mechanics on the work and the rates of wages received by such laborers and mechanics and not refunded to the Contractor, subcontractors, or their agents.

(b) In the event it is found by the contracting officer that any laborer or mechanic employed by the Contractor or any subcontractor directly on the site of the work covered by the contract has been or is being paid a rate of wages less than the rate of wages required by the contract to be paid as aforesaid, the Government may, by written notice to the Contractor, terminate his right to proceed with the work or such part of the work as to which there has been a failure to pay said required wages and prosecute the work to completion by contract or otherwise, and the Contractor and his sureties shall be liable to the Government, in addition to other recoverable damages, for any excess costs occasioned the Government thereby.

ARTICLE 12. (a) Should the Contractor fail to prosecute the work to the satisfaction of the Government, or should he at any time become insolvent, or refuse to follow the plans and specifications, or fail to perform the work in a good and workmanlike manner, or cause by any action the stoppage of the work of other contractors performing work upon this property, or fail to comply in any other respect with this contract, then, upon the happening of any of the foregoing events, the Contractor agrees that the Government may, by written notice mailed to the Contractor at his last known residence or place of business, or by notice delivered at such place or to the foreman in charge of the work, terminate this contract and take over the work and prosecute the same to completion by contract or otherwise, and enter into and take possession of the work, materials, tools, appliances, and equipment needed to complete such work, and make such payment as the Government deems necessary for the discharge in whole or in part of the claims, liens, or claims for liens, of any person in privity with the Contractor on account of this contract; and the Contractor further agrees that the expense of such notice and of the completion of such work, and the amount paid for the discharge or payment on account of claims, liens, or claims for liens and the expense thereof, shall be deducted from the amount due or to become due the Contractor, and if more than the amount due then the Contractor shall be liable to the Government for the difference, and the Government may hold, sell, or otherwise realize upon any material, machinery, tools, or other equipment upon the premises on account of such difference in case the Contractor shall fail or refuse to pay the same; all without prejudice to any other remedy the Government may have.

(b) That if the work specified herein, or any part thereof or any supplement thereto, is not completed within the time designated for the completion thereof or within any extension of time granted by the Government, the Government shall be entitled to receive from the Contractor as fixed, agreed and liquidated damages for such delay and in addition to any other damages and remedies for which provision is made herein, and in the absence of any legal justification for such delay, an amount equal to the rental paid or to be paid by the Government for the property, apportionable to the period of such delay. This provision shall apply whether the Government terminates the contract or permits the Contractor to continue the work to completion.

ARTICLE 13. The Contractor hereby expressly waives, releases, and relinquishes any and all right to maintain, or have filed or maintained, any mechanic's lien or claim against the premises or any part thereof, or any building or buildings thereon, for or on account of any work, labor, and materials, performed or furnished under this contract, and agrees that no such lien or claim shall be so filed or maintained by or on behalf of the Contractor. The Contractor further agrees that he will save, protect, defend, and hold the Government harmless from the liens or claims for liens against the premises, or any part hereof or any buildings thereon, of any subcontractor, or any persons acting through or under the Contractor; and that if at any time there shall be any evidence of the filing or maintenance of any such lien or claim for lien on account of this contract or any other contract awarded to the Contractor by the Government, then the Government shall have the right to deduct and retain from the amount otherwise due to the Contractor hereunder an amount sufficient to indemnify and reimburse it for any and all loss or damages which may result from such lien or claim. The Contractor further agrees that this waiver shall be an independent covenant and shall operate and be effective, not only with respect to materials furnished or labor performed under this contract, but also with respect to any and all materials furnished or labor performed under any contract supplemental to this principal contract, under any contract for extra labor or materials for the premises, and under any other contract awarded to the Contractor by the Government.

ARTICLE 14. (a) The Contractor agrees to save, protect, defend, and hold the Government harmless; and, in consideration of the execution of this contract by the Government agrees to save, protect, defend, and hold harmless the lessor and the owner or owners of the premises and their successors in interest, against any liens, claims, or demands of any person or for property damages or personal injury caused hereunder by reason of the Contractor's negligence or breach of contract or otherwise arising out of this contract or for any claim or demand for patent fees, royalties, or any invention, machine, article, or arrangement that may be used by the Contractor in the construction of the work; and further agrees to defend any and all actions and proceedings arising out of any of the foregoing claims in any such case to pay counsel fees and expenses of all kinds whatsoever in connection therewith. The Government shall have the right to deduct and retain from the amount sufficient to reimburse and indemnify itself or its lessors or the owners of the premises for any loss or damage which may result therefrom.

(b) No payment shall be made to the Contractor for services and materials furnished under this contract or any contract to be performed or performed by said Contractor for the Government unless and until the final determination or settlement of any claims or suits of any nature whatsoever arising out of or in connection with the performance of this contract, which may be filed or instituted against the Government or its lessor or the owner of the premises or their successors in interest.

ARTICLE 15. The Contractor warrants that he has not employed any person to solicit or secure this contract, and that he has not paid or agreed to pay any person any commission, percentage, brokerage, or contingent fee. Breach of this warranty shall give the Government the right to terminate the contract or, in its discretion, to deduct from the contract price or consideration the amount of such commission, percentage, brokerage, or contingent fee. This warranty shall not apply to commissions payable by Contractors upon contracts or sales secured or made through bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business.

ARTICLE 16. The Contractor, in performing the work required by this contract, shall not discriminate against any worker because of race, creed, color, or national origin.

ARTICLE 17. No Member of or Delegate to Congress, or Resident Commissioner, shall be admitted to any share or part of this contract or to any benefit that may arise therefrom; but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

ARTICLE 18. It is expressly understood and agreed by the Contractor and the Government that in the performance of the work provided for in this contract, the Contractor is an independent contractor and in no sense an agent of the Government. The Contractor hereby certifies that he is not a salaried employee of the Government, and that no salaried employee of the Government shall share in any benefit or part of this contract.

ARTICLE 19. In the event any provisions hereof are invalid, the Government may at its option cancel this contract upon written notice to the Contractor to such effect mailed to his last known address; otherwise the invalidity shall not affect the other provisions hereof.

ARTICLE 20. The Contractor shall cause appropriate provisions to be inserted in all subcontracts relating to this work to insure fulfillment of all requirements hereof. For the purpose of this contract, a subcontract is defined as any contract entered into by the Contractor with an individual, partnership, association, corporation, estate or trust, or other business enterprise or other legal entity, for a specific part of the work to be performed in connection with the work to be done or the supplies to be furnished hereunder. PROVIDED, HOWEVER, That a contract for the furnishing of standard or commercial articles or raw materials shall not be considered as a subcontract.

IN WITNESS WHEREOF the undersigned Contractor sets forth his hand and seal this _____ day of _____, 19____

_____ (Signature of Contractor) _____ (Address)

C.

ACCEPTANCE OF BID

The Government hereby accepts the foregoing offer and agrees that it will pay to the above-named Contractor the sum of _____ ($_____) Dollars, upon the full and faithful performance of this contract, and upon receipt from such Contractor of satisfactory waivers and releases of all liens and claims to liens, and upon delivery of other instruments required by it to be executed in transactions of this kind, it being understood that the Government may, when necessary, hold such sum or a portion thereof as needed for such period of time as the governing law may require to protect it against claims of mechanics or materialmen.

Acceptance recommended

_____ 19____

UNITED STATES OF AMERICA

By: _____

For the National Housing Agency

D.

CERTIFICATE OF INSPECTION AND APPROVAL

This is to certify that on the following dates _____

_____

I made intermediate inspections of the above described property. I further certify that on _____ I made the final inspection and found all work satisfactorily completed in accordance with the original contract and changes therein, if any.

_____

Inspector

Case No. [illegible]-17-1[illegible]-C

RIDER SHEET NO. 1

ITEMIZED SPECIFICATIONS OF WORK

RATES OF WAGES

There shall be paid each mechanic or laborer of the contractor or any sub-contractor engaged in work on the premises herein in the trade or occupation listed below, not less than the hourly wage rates set opposite such trade or occupation, regardless of any contractual relationship which may be alleged to exist between the contractor or any sub-contractor and such laborers and mechanics.

LOCATION Portland, Maine DATE 1/21/43 REGION New York

PREVAILING WAGE RATES

PER HOUR	TYPE OF LABOR	PER HOUR	TYPE OF LABOR
$1.50	Bricklayers	$1.00	Painters, brush
	Bricklayers' apprentices		Pipe Layers (concrete &clay)
$1.16	Carpenters, journeymen	1.50	Plasterers
	Carpenters' apprentices	.90	Plasterers' tenders
$1.50	Cement finishers	1.50	Plumbers
$1.35	Electricians	1.00	Roofers, composition
.75	Electricians'app.,helpers	1.00	Roofers, slate and tile
$1.00	Glaziers		Roofers' helpers
$1.375	Iron workers, structural	1.00	Sheet metal workers
$1.375	Iron workers, reinforcing		Sheet metal workers' helpers
	Iron workers' apprentices		Soft floor layers (linoleum)
.75	Laborers, building	1.50	Sprinkler fitters
.75	Laborers, concrete	.875	Sprinkler fitters' helpers
.75	Laborers, unskilled	1.50	Steam fitters
$1.50	Lathers	.75	Steam fitters' app.,helpers
	Lathers' apprentices	1.50	Terrazzo workers
$1.50	Marble setters		Terrazzo workers' helpers
	Marble setters' helpers	1.50	Tile setters
.90	Mason tenders		Tile setters' helpers
.90	Mortar mixers	.75	Truck drivers

$

U.S.-NHA-R36

Case No. [illegible]

RIDER SHEET NO. 2

ITEMIZED SPECIFICATIONS OF WORK

March 17th, 1943

1. [illegible]:

It is the intention of these Specifications and the accompanying drawings to describe the complete alterations of the property for conversion into two apartments. It includes the installation of brick nogging in the party wall in the attic and its covering and the bricking up of all openings between the two halves of the house. It includes the installation of a new porch steps and entrance to the first floor apartment through the sun porch. It further includes the removal of such partitions as are so indicated, the closing up of present door openings and the erection of new partitions as required to carry out the work indicated. Gas work and sink to be installed in the new second floor kitchen. All new exterior woodwork is to be painted and necessary repairs to exterior paint are to be made. In rooms where structural changes have been made, redecoration will be required. Plumbing, heating and electrical work shall be as shown and specified and as necessary to execute the work indicated.

2. [illegible]:

General Conditions of the Master Specifications of the B. [illegible] shall govern all phases of this work.

3. [illegible]:

Remove plaster and lath from party [illegible] partition in attic as required to install brick nogging as specified under "Masonry". Remove partitions, door frames and doors, sash and frames, etc. as required to execute the work indicated. All suitable salvaged materials are to be re-used. All debris shall be removed from the property.

4. [illegible]:

Build brick nogging into frame party wall, from second floor plate to underside of ridge, using backer or second hand brick laid in a full bed of mortar. Close opening in basement party wall with brick as previously specified.

5. [illegible]:

Erect porch and steps with 6-8" cedar posts for porch and steps extending at least 4'0" below finished grade, with 4" x 6" solid sill of platform and with newels and railing as indicated and install new 1 3/4" double rebated door frame with 1 3/4" pattern [illegible] fir door to form new side entrance for first floor apartment. Porch floor and steps shall be of 1" x 3" S. C. pine laid with 1/8" open joints. Porch railing and newels shall be stock pattern and balusters shall be 1" square. Equip new door with exterior cylinder lock door set and furnish and install mail box, or letter slot.

6. [illegible]:

Stud up openings as indicated and erect new partitions as required with 2"x 4" or 2" x 3" studs as erected or furred off to make finish surface come flush with existing work. Cover new partitions, including hall side of party wall in attic hall after brick nogging is installed with gypsum wall board with recessed edges and tape joints in accordance with the manufacturer's directions. Cover face of party wall in attic with gypsum wall board with butt joints nailed securely to studding. Install new base, base molding, picture molding, etc. where necessitated by the alterations. Furnish and install new case work in second floor kitchen as indicated and detailed with 3/4" glued up S. C. pine counter top, stock drawer case, and stock size and pattern cupboard doors as detailed. Furnish and install stock pattern, wooden recessed medicine cabinet in first floor bathroom. The Contractor should note that there are un-used doors in the attic which match other doors in the interior of the house which may be used where new doors are required. Hardware for these doors and

$

U.S.-NHA-R36

Case No. [illegible]-17-13.6

RIDER SHEET NO. 3

ITEMIZED SPECIFICATIONS OF WORK

[illegible] WORK (CONT):

for case work shall be furnished and installed by the Contractor. Furnish and install ceiling hatch where indicated, finished out to match adjoining work with one panel hatch cover.

7. PAINTING AND DECORATING:

Paint new exterior woodwork three coats to match existing work. Patch exterior paint as may be necessary. Remove wall paper from rooms where structural changes have been made and repaper these rooms with a material to be later selected and costing not over 35¢ per roll. New woodwork and finish shall be painted three coats of a prepared paint to match as closely as possible existing adjacent work. Storm sash shall be removed, painted one coat of lead and oil paint and stored in the attic. Window screens and screen doors shall be repaired as necessary and be painted one coat. New kitchen counter shall be given two coats of boiled linseed oil. Floors shall be refinished if necessary. No decoration will be required in attic.

8. WINDOW SHADES:

Furnish and install new cloth shades at windows on second floor using present shade rollers.

9. PLUMBING:

Install new lavatory similar to Crane C L-764 Victory Centurrent Lavatory and Victory bathtub in first floor bath, complete with supplies, wastes, etc. of material similar to that listed under "Crane Enterprise" line. The Contractor should note that soil pipe in basement beneath present water closet is tapped to take the new waste and that the cold water supply line is closed with a plug and shut off at this point. The water closet will remain in its present location. In second floor, furnish and install a kitchen sink similar to Crane's CE 12-538 Dura clay flat rim sink complete with swinging spout faucet, galvanized iron strainer and P trap. All new fixtures shall be connected to existing soil and vent stacks in conformity with the State Code. In each apartment furnish and install one Victory Model gas range similar to Model 42-250X as manufactured by A-B Stoves, Inc. with gas connected to each stove and water heater from a single meter. Make provisions to have present gas water heater repaired and placed in good operating condition. Furnish and install non-metallic vent duct of not less than 50 square inches and grille in the first floor bathroom, as shown. Vent shall be carried into unused chimney flue or through roof.

10. HEATING:

Remove oil burner, disconnect automatic controls, etc. and install grates which exist in the basement. Oil burner and equipment shall be crated or boxed, labeled and placed in a safe position in the basement for later re-use by the Owner. Furnish and install 48² of direct cast iron radiation in second floor bedroom as shown.

11. ELECTRICAL WORK:

Install new electrical outlets, switches, push buttons, bells, etc. as shown on the drawings. Wiring shall be done in non-metallic cable in conformity with National Electric Code. Furnish fixtures for new outlets. All wiring shall be through a single meter. Bells shall be battery operated and fully equipped with batteries. Furnish and install light bulbs of suitable wattage in all fixtures.

$

U.S.-NHA-R36

Case No. _____

RIDER SHEET NO. 4

ITEMIZED SPECIFICATIONS OF WORK

11. CLEANING:	
Restore all damaged or injured work due to the execution of this contract to its original condition and at the completion of the work leave the premises thoroughly clean and suitable for immediate occupancy.	
	$

U.S.-NHA-R36

(RC) GENERAL RESIDENCE PERMIT ISSUED

APPLICATION FOR PERMIT

Permit No. 0361

APR 28 1943

Class of Building or Type of Structure Third Class

Portland, Maine, April 24, 1943

To the INSPECTOR OF BUILDINGS, PORTLAND, ME.

Supersedes application 12/18/42

The undersigned hereby applies for a permit to erect alter install the following building structure equipment in accordance with the Laws of the State of Maine, the Building Code of the City of Portland, plans and specifications, if any, submitted herewith and the following specifications.

Location 1121 Congress Street Within Fire Limits? no Dist. No.

Owner's or Lessee's name and address Mrs. Agnes F. Dillingham 112 Pleasant Ave. Telephone
Lessee National Housing Agency, E. D. Tuttle, 19 Kenneth St.

Contractor's name and address E. G. Johnson Co., 3 Cliff St. Telephone 3-1630

Architect Wadsworth & Boston Plans filed yes No. of sheets 5

Proposed use of building dwelling house No. families 2

Other buildings on same lot

Estimated cost $ 1,900. Fee $ 3.75

Description of Present Building to be Altered

Material wood No. stories 2½ Heat stove Style of roof pitch Roofing asphalt

Last use dwelling house No. families 1

General Description of New Work

To make alterations to building as per plans submitted to Change Use of building from one to two family dwelling house

Appeal sustained 1/4/43

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.

Details of New Work

Is any plumbing work involved in this work? yes

Is any electrical work involved in this work? yes Height average grade to top of plate

Size, front depth No. stories Height average grade to highest point of roof

To be erected on solid or filled land? earth or rock?

Material of foundation Thickness, top bottom cellar

Material of underpinning Height Thickness

Kind of roof Rise per foot Roof covering

No. of chimneys Material of chimneys of lining

Kind of heat Type of fuel Is gas fitting involved?

Framing lumber—Kind Dressed or full size?

Corner posts Sills Girt or ledger board? Size

Material columns under girders Size Max. on centers

Studs (outside walls and carrying partitions) 2x4-16" O. C. Girders 6x8 or larger. Bridging in every floor and flat roof span over 8 feet. Sills and corner posts all one piece in cross section.

Joists and rafters: 1st floor, 2nd, 3rd, roof

On centers: 1st floor, 2nd, 3rd, roof

Maximum span: 1st floor, 2nd, 3rd, roof

If one story building with masonry walls, thickness of walls? height?

If a Garage

No. cars now accommodated on same lot, to be accommodated

Total 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 above work require removal or disturbing of any shade 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

Signature of owner Mrs. Agnes F. Dillingham
By E. G. Johnson Co.
By W. B. Johnson

INSPECTION COPY

Permit No. 431

Location 1421 Congress St.

Owner Agnes F. Dillingham

Date of permit

Notif. closing-in

Inspn. of lag-in

Final Not f.

Final Inspn.

Cert. of Occupancy issued

NOTES

Appeal 1421 Congress St.

January 6, 1943

Mrs. Agnes F. Willingham,
1421 Congress Street,
Portland, Maine

Subject: Action on zoning appeal relating to changes in the dwelling at 1421 Congress St., cor. Brady Street

Dear Madam:

On January 4, 1943 the Municipal Officers voted to sustain your zoning appeal, thus allowing the half of this duplex building which you own to be converted for two families, the appeal being sustained subject to full compliance with all terms of the Building Code applying thereto.

Mrs. Raymond, as your agent, filed only a preliminary application for this building permit to get settled the question of zoning appeal, the action upon the appeal applying to the building and not any particular owner of it. The action having been favorable, the way is now open for the final application for the building permit and the filing of the plans showing the details of the proposition, both, I understand, to be taken care of by the War Housing Agency, Mr. Kittredge having a copy of this letter.

While I cannot call all of the requirements of the Building Code, as applied to this situation, to your attention the following specific matters are drawn to your attention, to be of service both to you and the party making the plans of the building.

After the changes have been made, the building if owned by one party would clearly be a four family apartment house, and, in that case the requirements for an apartment house would have to apply to the building. As regards safety and fire hazard, of course, the fact that the two halves of the building are in separate ownership makes no practical difference. The owner of the other half of the building is not asking for any permit, and therefore we can require him to do nothing as regards this change in situation. I am told that the partitions in the first and second stories dividing the two halves of the building have been made fire-resistive and fire-stopped by building brick in between the studs of the partitions from top to bottom of the partitions. This is a good fire-resistant. Apparently, however, the partition between the third floor and the roof is not so built. If your side of the building is not to be made to comply with the rules for a four family apartment house, it seems to me a fair interpretation of the intent of the Building Code to require that these partitions dividing the two halves of the building, from the cellar floor to the roof be made tight without any openings whatever in them and that the dividing partition or wall in the cellar and the dividing partition above the third floor level be given fire-resistive qualities at least equal to the present partitions in the first and second stories. This may be done either by building in the brick "nogging" between the studs or by covering the partitions on both sides with plaster on metal lath or perforated gypsum lath. In event the brick "nogging" is used the partitions on both sides should be covered with non-burnable material, the latter referring only to the partitions in the cellar and for the third floor.

The half of the house which you do not own has been used for many years as a two family dwelling, that being clearly an existing condition which we cannot require to be brought up to the standards of the Building Code for a two family dwelling. Your side, would now be converted from a single family to a two family,

and would have to comply with the requirements for a two family dwelling house. These requirements are found in Section 102 of the Building Code, and in all probability the one of principal effect in your case is in paragraph e which provides that where two family dwelling houses have living quarters above the second story (we must consider any finished rooms above the second story, in the attic, as living quarters) means of egress requirements shall be the same as required for apartment houses. Probably the principal requirement as to means of egress for apartment houses which might cause difficulties in this case would be the requirement for two means of egress (usually stairways), each sufficiently removed from the other as to make it unlikely that an emergency which involves one would involve the other also from the standpoint of the occupants of the third floor rooms. There are also requirements as to the minimum width and the maximum steepness of such stairs.

Presumably these details will all be worked out by the one who makes the plans.

Very truly yours,

WMcD/H

Inspector of Buildings

CC: Scott Kittredge, Mgr.
War Housing Agency
Chamber of Commerce

Herman B. Libby
40 Exchange Street

Cook & Company, Inc.
Portland, Maine
Tel. 3-2951

File in [illegible] [illegible]

DRAGON
Portland Cement
Made in Maine

12/5/42

McD:-
Mr. Ernest Lipster, who I believe owns the other half of the duplex house on Congress street corner of Boody, where appeal was recently filed, called on phone and said he had talked with Norman Libby before hearing (which he was unable to attend on account of sickness) and suggested

Transit - Mixed Concrete — Made with Maine Cement

that if appeal were to be sustained, the space between the studs of the dividing partition in attic should be filled in with brick-nogging as he claims is the case in the other dividing partitions in the stories below. I told him I did not know whether this was brought up at hearing, but that I would pass information along to you.

AJS

(RC) GENERAL RESIDENCE ZONE

APPLICATION FOR PERMIT

Permit No. _____

Class of Building or Type of Structure ~~Third Class~~

Portland, Maine, December 16, 1942

To the INSPECTOR OF BUILDINGS, PORTLAND, ME.

The undersigned hereby applies for a permit to ~~erect~~ alter install the following building structure equipment in accordance with the Laws of the State of Maine, the Building Code of the City of Portland, plans and specifications, if any, submitted herewith and the following specifications:

Location 1421 Congress Street Corner Boody Within Fire Limits? no Dist. No. _____

Owner's ~~or Lessee's~~ name and address Mrs. Agnes Dillingham, 1421 Congress St. Telephone _____

Contractor's name and address _____ Telephone _____

Architect _____ Plans filed _____ No. of sheets _____

Proposed use of building dwelling house No. families 2

Other buildings on same lot _____

Estimated cost $ _____ Fee $ _____

Description of Present Building to be Altered

Material ~~wood~~ No. stories 2½ Heat ~~hot water~~ Style of roof ~~pitch~~ Roofing ~~asphalt~~

Last use dwelling house No. families 1

General Description of New Work

To make whatever physical changes are necessary, and to convert this half of a duplex house, (the other half being owned by others and being used at present for two apartments), to two apartments

This application is preliminary to get settled the question of zoning appeal. If the appeal is successful, full plans and any other information necessary will be filed with the final application for building permit and the building permit fee paid.

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.

Details of New Work

Is any plumbing work involved in this work? _____

Is any electrical work involved in this work? _____ Height average grade to top of plate _____

Size, front _____ depth _____ No. stories _____ Height average grade to highest point of roof _____

To be erected on solid or filled land? _____ _____ earth or rock? _____

Material of foundation _____ Thickness, top _____ bottom _____ cellar _____

Material of underpinning _____ Height _____ Thickness _____

Kind of roof _____ Rise per foot _____ Roof covering _____

No. of chimneys _____ Material of chimney _____ of lining _____

Kind of heat _____ Type of fuel _____ Is gas fitting involved? _____

Framing lumber—Kind _____ Dressed or full size? _____

Corner posts _____ Sills _____ Girt or ledger board? _____ Size _____

Material columns under girders _____ Size _____ Max. on centers _____

Studs (outside walls and carrying partitions) 2x4-16" O. C. Girders 6x6 or larger. Bridging in every floor and flat roof span over 8 feet. Sills and corner posts all one piece in cross section.

Joists and rafters: 1st floor _____, 2nd _____, 3rd _____, roof _____

On centers: 1st floor _____, 2nd _____, 3rd _____, roof _____

Maximum span: 1st floor _____, 2nd _____, 3rd _____, roof _____

If one story building with masonry walls, thickness of walls? _____ height? _____

If a Garage

No. cars now accommodated on same lot _____, to be accommodated _____

Total 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 above work require removal or disturbing of any shade 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? _____

Signature of owner Mrs. Agnes Dillingham By Doris D. Raymond Agent

INSPECTION COPY

No. 43/364

Location 1421 Cangiers St.

Owner Agnes Dellingham

Date of permit 4/28/43

Notif. closing-in 5/10/43

Inspn. closing-in 5/11/43 Tues afternoon AM

Final Notif.

Final Inspn. 7/28/43 - OK

Cert. of Occupancy issued 7/29/43

NOTES

5/4/43 - Walls and [illegible] area OK

5/11/43 - Give green tag to close [illegible] ing work

5/12/43 - Walls and [illegible] and approved.

2. - Reinforce [illegible] in [illegible] cut from soil pipe.

3. - Install [illegible] around [illegible] stack.

No [illegible] and [illegible] room until [illegible] stack is not started.

5/24/43 - Walls [illegible] OK

6/1/43 - Walls [illegible] Hallway [illegible] and [illegible] Plumbing [illegible] done - OK

6/23/43 - [illegible] change - OK

7/9/43 - Final [illegible] in - OK

City of Portland, Maine

Appeal to the Municipal Officers to Change the Decision of the

Inspector of Buildings Relating to the Property Owned

by Agnes F. Dillingham at 1421 Congress Street
corner Boody Street

December 18, 1942

To the Municipal Officers:

Your appellant, Agnes F. Dillingham

who is the owner of property at 1421 Congress Street
corner Boody Street

respectfully petitions the Municipal Officers of the City of Portland to change the decision of the Inspector of Buildings relating to this property, as provided by Section 13, Paragraph c, of the Zoning Ordinance, on the ground that the enforcement of the ordinance in this case involves unnecessary hardship and because relief may be granted without substantially derogating from the intent and purpose of the Zoning Ordinance

The decision of the Inspector of Buildings denies a building permit to cover necessary physical alterations and to cover conversion of this half of a duplex building (the other half being owned by others) from a single family dwelling house to a two family dwelling house because the use of the entire building, irrespective of ownership, would be a pair of semi-detached two family dwelling houses, this use not being allowable under the ordinance in the General Residence-C Zone where the property is located.

The reasons for the appeal are as follows: This building is a duplex with an unpierced dividing wall through the center of it, the appellant's half having always been used for a single family and the other half, owned by others, having been used for many years for two families. Were these two halves separate buildings there would be no question as to the rights of this appellant to convert to two families in this General Residence-C Zone. If allowed to proceed the situation on the appellant's side of the dividing wall would be similar to that which the other owner enjoys on the other side of the wall. The appellant believes that this change can be made and establish to all intents and purposes 2-two family dwellings causing no more objection than would be the case if they were really separate buildings.

Agnes F. Dillingham

By:

Ap ess 1841 Congress St.

January 6, 1943

Mrs. Agnes F. Billingham,
1841 Congress Street,
Portland, Maine

Subject: Action on zoning appeal relating to changes in the dwelling at 1841 Congress St., cor. Bixby Street

Dear Madam:

On January 4, 1943 the Municipal Officers voted to sustain your zoning appeal, thus allowing the half of this duplex building which you own to be converted for two families, the appeal being sent back subject to full compliance with all terms of the Building Code applying thereto.

Mrs. Atwood, as your agent, filed only a preliminary application for this building permit to get settled the question of zoning appeal, the action upon the appeal applying to the building and not any particular owner of it. The action having been favorable, the way is now open for the final application for the building permit and the filing of the plans showing the details of the proposition, both, I understand, to be taken care of by the Far Housing Agency, Mr. Kittredge having a copy of this letter.

While I cannot call all of the requirements of the Building Code, as applied to this situation, to your attention the following specific matters are drawn to your attention, to be of service both to you and the party making the plans of the building.

After the changes have been made, the building if owned by one party would clearly be a four family apartment house, and, in that case the requirements for an apartment house would have to apply to the building. As regards safety and fire hazard, of course, the fact that the two halves of the building are in separate ownership makes no practical difference. The owner of the other half of the building is not asking for any permit, and therefore we can require him to do nothing as regards this change in situation. I am told that the partitions in the first and second stories dividing the two halves of the building have been made fire-resistive and fire-stopped by building brick in between the studs of the partitions from top to bottom of the partitions. This is a good fire-resistant. Apparently, however, the partition between the third floor and the roof is not so built. If your side of the building is not to be made to comply with the rules for a four family apartment house, it seems to me a fair interpretation of the intent of the Building Code require that these partitions dividing the two halves of the building, from the cellar floor to the roof be made tight without any openings whatever in them and that the dividing partition in the cellar and the dividing partition above the third floor level be given fire-resistive conditions at least equal to the present partitions in the first and second stories. This may be done either by building in the brick "nogging" between the studs or by covering the partitions on both sides with plaster on metal lath or perforated gypsum lath. In event the brick "nogging" is used the partitions on both sides should be covered with non-inflammable material, the latter referring only to the partitions in the cellar and for the third floor.

The half of the house which you do not own has been used for many years as a two family dwelling, that being clearly an existing condition which we cannot require to be brought up to the standards of the Building Code for a two family dwelling. Your side, would now be converted from a single family to a two family,

Mrs. Agnes F. Allingham

January 6, 1943

and rooms are to comply with the requirements for a two family dwelling house. These requirements are found in Section [illegible] of the [illegible], and in all probability the one of principal effect in your case [illegible] is the provision that there two family dwelling houses have living quarters above the second story [illegible] and consider any finished rooms above the second story, in the attic, as living quarters, means of egress requirements [illegible] to the same as required for apartment houses. Probably the principal requirement as to rooms of egress for apartment houses which caused difficulties in this case would be the requirement for two means of egress (means of egress, such sufficiently removed from the other as to make it unlikely that an emergency which involves one would involve the other also from the standpoint of the occupants of the third floor rooms. There are also requirements as to the minimum width and the maximum steepness of such stairs.

I remark that these details will all be worked out by the one who makes the plans.

Very truly yours,

Inspector of Buildings

MEO/B

CC: Scott Kittredge, Mgr.
War Housing Agency
Chamber of Commerce

Herman B. Libby
40 Exchange Street

PUBLIC HEARING ON THE APPEAL UNDER THE ZONING ORDINANCE OF AGNES F. DIMMINGHAM
1421 CONGRESS STREET, COR. BOODY ST.

December 31, 1942

A public hearing on the above appeal was held before the Committee on Zoning and Building Ordinance Appeals today. Present for the city were Councillors Herman Libby, Harry C. Libby (Mr. Berry came in after the matter had been taken over and voted to sustain the appeal), Mr. Barlow, City Manager and the Inspector of Buildings.

Mrs. Raymond, daughter of the appellant, appeared in support of the appeal and there were no opponents present.

It was explained that this proposition was to clear the way for the new Federal Housing Agency to lease this side of the building and make it ready for two families.

Letters in favor of the appeal were received from Mrs. Lillian Panages, 1415 Congress Street and Mr. Peter Spanos, 1427 Congress Street.

Warren McDonald
Inspector of Buildings

City of Portland, Maine

IN BOARD OF MUNICIPAL OFFICERS

ORDERED that the appeal under the Zoning Ordinance of Agnes F. Dillingham at 1421 Congress Street, corner of Boody Street, relating to conversion of half of a duplex house from a single family dwelling house to a two family dwelling house contrary to the provisions of the ordinance in the General Residence-C Zone where the property is located, be sustained and that a building permit be granted to said appellant subject to full compliance with all terms of the Building Code;

BECAUSE enforcement of the ordinance in this specific case involves unnecessary hardship by needlessly preventing development of the property; and desirable relief may be granted without substantially derogating from the intent and purpose of the ordinance since the duplex building after the appellant's half of it had been converted to two families would practically be no different than two detached two family houses which would be allowable in the zone where the property is located.

EX3

CITY OF PORTLAND, MAINE
BOARD OF MUNICIPAL OFFICERS
COMMITTEE ON ZONING AND BUILDING ORDINANCE APPEALS

Room 21, City Hall
December 21, 1942

To Whom It May Concern:

The Committee on Zoning and Building Ordinance Appeals of the Municipal Officers will hold a public hearing at the Council Chamber, City Hall on Thursday, December 31, 1942 at 1 :00 o'clock in the forenoon upon the appeal under the Zoning Ordinance of Agnes F. Dillingham relating to a proposed use of the building at 1421 Congress Street, corner of Boody Street.

The Inspector of Buildings is unable to issue a permit to cover alterations in and conversion of this half of the duplex building No. 1421-1423 Congress Street so that the half owned by this appellant may be used for two apartments instead of the single apartment there now, because this proposed change would make of the entire building a pair of semi-detached two-family dwelling houses which is a use not allowed under the ordinance in the General Residence-C Zone where the property is located.

The appellant sets forth the reasons for the appeal as follows: "This building is a duplex with an unpierced dividing wall through the center of it, the appellant's half having always been used for a single family and the other half, owned by others, having been used for many years for two families. Were these two halves separate buildings there would be no question as to the rights of this appellant to convert to two families in this General Residence-C Zone. If allowed to proceed the situation on the appellant's side of the dividing wall would be similar to that which the other owner enjoys on the other side of the wall. The appellant believes that this change can be made and establish to all intents and purposes two two-family dwellings causing no more objection than would be the case if they were really separate buildings.

COMMITTEE ON ZONING AND BUILDING
ORDINANCE APPEALS

Herman B. Libby, Chairman

I have no objection to the proposed change in the residence of Mrs Dillingham at 1421-23 Congress Street.

(Mrs) Lillian Gamages
1415 Congress St.

CITY OF PORTLAND, MAINE
BOARD OF MUNICIPAL OFFICERS
COMMITTEE ON ZONING AND BUILDING ORDINANCE APPEALS

Room 21, City Hall
December 21, 1942

To Whom It May Concern:

The Committee on Zoning and Building Ordinance Appeals of the Municipal Officers will hold a public hearing at the Council Chamber, City Hall on Thursday, December 31, 1942 at 11:00 o'clock in the forenoon upon the appeal under the Zoning Ordinance of Agnes F. Dillingham relating to a proposed use of the building at 1421 Congress Street, corner of Boody Street.

The Inspector of Buildings is unable to issue a permit to cover alterations in and conversion of this half of the duplex building No. 1421-1423 Congress Street so that the half owned by this appellant may be used for two apartments instead of the single apartment there now, because this proposed change would make of the entire building a pair of semi-detached two-family dwelling houses which is a use not allowed under the ordinance in the General Residence-C Zone where the property is located.

The appellant sets forth the reasons for the appeal as follows: "This building is a duplex with an unpierced dividing wall through the center of it, the appellant's half having always been used for a single family and the other half, owned by others, having been used for many years for two families. Were these two halves separate buildings there would be no question as to the rights of this appellant to convert to two families in this General Residence-C Zone. If allowed to proceed the situation on the appellant's side of the dividing wall would be similar to that which the other owner enjoys on the other side of the wall. The appellant believes that this change can be made and establish to all intents and purposes two two-family dwellings causing no more objection than would be the case if they were really separate buildings.

COMMITTEE ON ZONING AND BUILDING
ORDINANCE APPEALS

Herman B. Libby, Chairman

I have no objection to the proposed change in the dwelling of Mrs Dillingham at 1421 23 Congress ~~Street~~

Mr. Peter Spanos
1427 Congress St.

Permit No. _____

APPLICATION FOR PERMIT

Class of Building or Type of Structure Third Class

Portland, Maine, May 17, 1929

To the INSPECTOR OF BUILDINGS, PORTLAND, ME.

The undersignd hereby applies for a permit to erect alter ~~install~~ the following building ~~structure equipment~~ in accordance with the Laws of the State of Maine, the Building Code of the City of Portland, plans and specifications, if any, submitted herewith and the following specifications:

Location ~~1247 Congress Street~~ 1121 Ward 8 Within Fire Limits? No Dist. No. _____

Owner's or ~~Lessee's~~ name and address Mrs. Freeman Gowen, 1247 Congress St. Telephone _____

Contractor's name and address Layton & Dingwell, 193 Brackett St. Telephone F 2149

Architect's name and address _____

Proposed use of building Dwelling house No. families 1

Other buildings on same lot _____

Description of Present Building to be Altered

Material Wood No. stories 2½ Heat _____ Style of roof _____ Roofing _____

Last use dwelling house No. families 1

General Description of New Work

To enclose portion of existing side piazza with glass (7' x 16')

(on side of ell which is 25' to rear line - 15' to side lot line)

Details of New Work

Size, front _____ depth _____ No. stories _____ Height average grade to highest point of roof _____

To be erected on solid or filled land? _____ earth or rock? _____

Material of foundation _____ Thickness,, top _____ bottom _____

Material of underpinning _____ Height _____ Thickness _____

Kind of roof _____ Roof covering _____

No. of chimneys _____ Material of chimneys _____ of lining _____

Kind of heat _____ Type of fuel _____ Distance, heater to chimney _____

If oil burner, name and model _____

Capacity and location of oil tanks _____

Is gas fitting involved? _____ Size of service _____

Corner posts _____ Sills _____ Girt or ledger board? _____ Size _____

Material columns under girders _____ Size _____ Max. on centers _____

Studs (outside walls and carrying partitions) 2x4-16" O.C. Girders 6x8 or larger. Bridging in every floor and flat roof span over 8 feet. Sills and corner posts all one piece in cross section.

Joists and rafters: 1st floor _____, 2nd _____, 3rd _____, roof _____

On centers: 1st floor _____, 2nd _____, 3rd _____, roof _____

Maximum span: 1st floor _____, 2nd _____, 3rd _____, roof _____

If one story building with masonry walls, thickness of walls? _____ height? _____

If a Garage

No. cars now accommodated on same lot _____, to be accommodated _____

Total 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 above work require removal or disturbing of any shade tree on a public street? No

Plans filed as part of this application? _____ No. sheets _____

Estimated cost $ 300. Fee $ .75

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

Signature of owner Mrs. Freeman Gowen

By Edward F. Hayden

INSPECTION COPY

Ward 8 Permit No. 29/805

Location ~~1247~~ 1251 Congress St.

Owner Mrs. Freeman Garvin

Date of permit 5/13/29

Notif. closing-in

Inspn. closing-in

Final Notif.

Final Inspn.

Cert. of Occupancy issued

NOTES

6/29/29 - Work done

PERMIT ISSUED

Permit No. 1740

AUG 30 1928

APPLICATION FOR PERMIT

Class of Building or Type of Structure Third Class

Portland, Maine, August 29, 1928

To the INSPECTOR OF BUILDINGS, PORTLAND, ME.

The undersignd hereby applies for a permit to ~~erect alter~~ install the following ~~building structure~~ equipment in accordance with the Laws of the State of Maine, the Building Code of the City of Portland, plans and specifications, if any, submitted herewith and the following specifications:

Location 1421 1247 Congress Street Ward 8 Within Fire Limits? No Dist. No.

Owner's ~~or Lessee's~~ name and address Mrs. Mary W. Gowen, 1247 Congress St. Telephone

Contractor's name and address Ballard Oil & Equipment Co., 124 High Telephone F901

Architect's name and address

Proposed use of building Dwelling house No. families 1

Other buildings on same lot none

Description of Present Building to be Altered

Material Wood No. stories 2½ Heat Hot water Style of roof Roofing

Last use Dwelling house No. families 1

General Description of New Work

To install Oil Burner

Details of New Work

Size, front depth No. stories Height average grade to highest point of roof

To be erected on solid or filled land? earth or rock?

Material of foundation Thickness, top bottom

Material of underpinning Height Thickness

Kind of roof Roof covering of lining

No. of chimneys no Material of chimneys Distance, heater to chimney 5'

Kind of heat hot water Type of fuel oil

If oil burner, name and model Super This burner labeled and approved by Und. Lab. Inc.

Capacity and location of oil tanks 1 275 gallon tank in basement about 8' from heater

Is gas fitting involved? Size of service

Corner posts Sills Girt or ledger board? Size

Material columns under girders Size Max. on centers

Studs (outside walls and carrying partitions) 2x4-16" O.C. Girders 6x8 or larger. Bridging in every floor and flat roof span over 8 feet. Sills and corner posts all one piece in cross section.

Joists and rafters: 1st floor, 2nd, 3rd, roof

On centers: 1st floor, 2nd, 3rd, roof

Maximum span: 1st floor, 2nd, 3rd, roof

If one story building with masonry walls, thickness of walls? height?

If a Garage

No. cars now accommodated on same lot, to be accommodated

Total 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 above work require removal or disturbing of any shade tree on a public street? no

Plans filed as part of this application? no No. sheets

Fee $ 1.00

Estimated cost $ 525.

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

Signature of owner Mrs. Mary W. Gowen
By Ballard Oil & Equipment Co.
By E. P. Hacker, Vice-Pres.

INSPECTION COPY

Ward 8, 4th Permit No. 28/1740 M

Location 1247 Congress St.

Owner Mrs. Mary W. Green

Date of permit 8/30/28

Notif. closing-in

Inspn. closing-in

Final Notif.

Final Inspn.

Cert. of Occupancy issued

NOTES

1/17/30 - Unable to [illegible]
[illegible] 12 [illegible]
[illegible]
Fastening [illegible]
at rig [illegible] late [illegible]
[illegible] would require
fastening [illegible]

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

Application for Permit for Alterations, etc.

To the *Portland,* October 7, 1916

INSPECTOR OF BUILDINGS:

The undersigned applies for a permit to alter the following-described building:—

Location 1047 Longwood Ward, 8 in fire-limits? Yes

Name of Owner or Lessee, Herman Cohen Address 1047 Longwood

" " Contractor, Hayden & Dougall " 167 Clark

" " Architect, Bullock Thompson " Y. M. C. A.

Description of Present Bldg.

Material of Building is wood Style of Roof, high Material of Roofing, tin

Size of Building is 35 feet long, 30 feet wide. No. of Stories, 2½

Cellar Wall is constructed of stone is inches wide on bottom and batters to inches on top.

Underpinning is brick is inches thick is feet in height

Height of Building, Wall, if Brick; 1st, 2d, 3d, 4th, 5th,

What was Building last used for? dwelling No. of Families 2

Building to be occupied for dwelling Estimated Cost, $ 100.00

DETAIL OF PROPOSED WORK

Build porch & two bay windows
porch 7½ x 21

IF EXTENDED ON ANY SIDE

Size of Extension, No. of feet long? 21 ; No. of feet wide? 7½ ; No. of feet high above sidewalk? 13

No. of Stories high? one - two ; Style of Roof? high ; Material of Roofing? tin

Of what material will the Extension be built wood Foundation? brick piers

If of Brick, what will be the thickness of External Walls? inches; and Party Walls inches.

How will the extension be occupied? porch How connected with Main Building? door

WHEN MOVED, RAISED OR BUILT UPON

No. of Stories in height when Moved, Raised or Built upon? Proposed Foundations?

No. of feet high from level of ground to highest part of Roof to be?

How many feet will the External Walls be increased in height? Party Walls.

IF ANY PORTION OF THE EXTERNAL OR PARTY WALLS ARE REMOVED

Will an opening be made in the Party or External Walls? in Story.

Size of the opening? How protected?

How will the remaining portion of the wall be supported?

Signature of Owner or Authorized Representative Hayden & Dougall

Address 167 Clark St.

PERMIT MUST BE OBTAINED BEFORE BEGINNING WORK

City of Portland, Maine
Fire Department

Mr. Theodore Barris

1714 Westbrook Street

Portland, Maine

Re: Fire @ 1421 Congress Street

Dear Sir:

On March 2, 1985 a fire occurred in the building listed above, of which you are reported to be the owner ( ).

If permanent repair work is required for this building, you must obtain a permit from the Building & Inspection Dept. in City Hall before starting such work.

Very Truly Yours,

Joseph McDonough

Chief
Portland Fire Department

cc: Building & Inspection Dept.
Corporation Counsel
Health Dept. (Housing Div.)
City Assessor's (Mr. Bucci)

The fire burned through the outside wall of the back door area and into the partition.