For Office Use Only:	
Date of Filing:	
Date of Public Hearing:	
65 Day Period Ends:	
Type of Work:	

# WESTPORT HISTORIC DISTRICT COMMISSION APPLICATION FOR CERTIFICATE OF APPROPRIATENESS (CA)

Application is hereby made for the issuance of a Certificate of Appropriateness under the Historic District Ordinance of Westport, Connecticut, enacted pursuant to the enabling authority contained in Chapter 97A, Section 7-147d and 147s, as amended, of the General Statutes of Connecticut.

SECTION 1 /	Co be completed by the Applicant).		
	To be completed by the Applicant):		
Address of prop	posed work: 75 Kings Highway North		
Owner: Brian and I	Kathryn McGarvey		
Phone: 646 299 097	78	Email:	mcgarvey.brian@gmail.com
Agent/Contract	Or: Eric Michaels		
Address: 1035 But	rr Street Fairfiel, CT 06824		
Phone: 203 258 42	296	Email:	eric@ranneymichaels.com
Anticipated date	e of completion: December 12, 2023		
/		James	_
O	ure (Application must be signed)	6/7/202	
Owner's Signati	ire (Application must be signed)	Date	
☐ More inform	to comply with regulations nation needed ning Enforcement Officer indicating p	areliminary raviaw of compliance a	with coning regulations
	To be completed by the Historic Dist		with zoning regulations.
Date of Public			
	e of Appropriateness APPROVED nditions or modifications:		
	e of Appropriateness DENIED s for denial:		
		Signature/Chair, WHDC	Date
	is been obtained from the Historic District ed from the Planning and Zoning and Bi		until proper zoning and building permits
	o be completed by the Historic Dist	rict Commission)	
FINAL APPRO Signature/WH		Date of Site Inspection:	
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### **Historic District Commission**

Town Hall, 110 Myrtle Avenue Westport, CT 06880 Westportct.gov Telephone (203) 341-1184

## WESTPORT HISTORIC DISTRICT COMMISSION LEGAL NOTICE

Meeting ID: 841 6063 7609 Passcode: 050849 Dial by your location • +1 646 876 9923 US (New York)

Join Zoom Meeting

https://us02web.zoom.us/j/84160637609?pwd=Uk40cXhWa0xTQkFST09nU1pkVERCZz09

The Westport Historic District Commission will hold an electronic public meeting at **7:00 p.m.** on **Tuesday**, **July 11, 2023**, for the following purposes:

- To take such action as the meeting may determine to approve a Certificate of Appropriateness application dated June 7, 2023, for proposed new decking at 10 Gorham Avenue (PID # D11//026/000) which is located within the Gorham Avenue Local Historic District.
- To take such action as the meeting may determine to approve a Certificate of Appropriateness application dated June 7, 2023, for proposed addition on house and addition of a new cabana at 75 Kings Highway North (PID # C09//026/000) which is located within the Kings Highway North Local Historic District: Kings Highway North National Historic District.
- 3. To take such action as the meeting may determine to approve a Certificate of Appropriateness application dated June 16, 2023, for proposed repairs and alterations of roofing, gutters, downspouts, siding, trim, wood details, windows, doors, shutters, and masonry at 25 Avery Place (PID # C10//130/000) which is a locally designated property.

Grayson Braun, Chair Historic District Commission June 27, 2023

Special Notice Regarding This Electronic Meeting:

Pursuant to Public Act 22-3, there will be no physical location for this meeting. This meeting will be held electronically. Telephone and Zoom video participation details are above. Comments from the public will be received during the public meeting. A copy of the applications and Historic District Commission agenda for the meeting is available on-line at <a href="www.westportct.gov">www.westportct.gov</a> and on the Town Calendar web page under July 11, 2023.

It is the policy of the Town of Westport that all Town-sponsored public meetings and events are accessible to people with disabilities. If you need assistance in participating in a meeting or event due to a disability as defined under the Americans with Disabilities Act, please contact Westport's ADA Coordinator at 203-341-1043 or <a href="efficience-of-section-needing-needing-of-section-needing

May 24, 2023

Town of Westport 110 Myrtle Ave. Westport, CT 06880

Re: McGarvey Residence

75 Kings Highway North

To whom it may concern,

This letter will confirm that Eric Michaels of Ranney Michaels, LLC is hereby authorized to represent applications on our behalf for projects located at 75 Kings Highway North Westport, CT.

Thank you,

Brian Mc Garrey
Owner-Name

Owner - Signature

#### 75 Kings Highway North

#### **Project Narrative**

#### Additions and Interior Renovations to the McGarvey Residence

#### First Floor

- Sun Room Addition 17'-3" x 17'-0"
- New Guest Bedroom and Bath where existing Screened Porch is Located
- Family Room Enlarge 4'-7"

#### Second Floor

- 17'-0" x 36'-0" Addition for new Bedrooms 5 & 6 both with new Bathrooms
- Convert Existing Bedroom into Office
- Remove one Existing Bathroom

#### Exterior

- Kings Highway View is the East Elevation
- Additions to Rear of House, West Elevation
- Extend North Side Elevation to the Rear
- North Side, add Bilco Door to Basement
- Accessory Structure New Cabana 13'- 0" x 22'- 0" with Grill and outdoor Eating Area under Roof

All Exterior Materials, Trims and Details to Match Existing

Exterior Materials – Wood Shingle

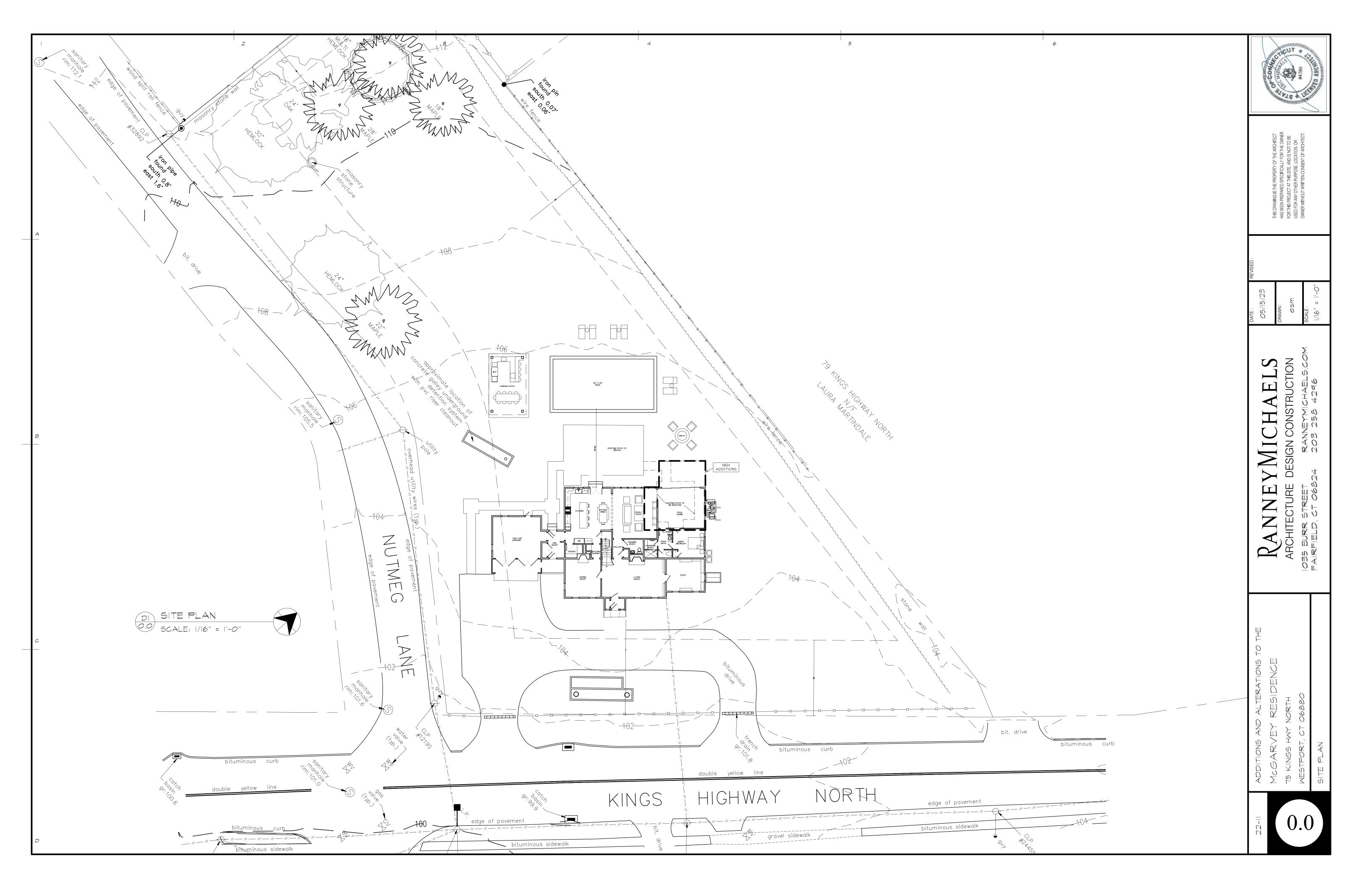
Structural System – Wood Frame

Roof – Gable, Wood Shingle

Gutters - White Aluminum 1/2 Round

Windows – 6/6 Pella Wood Simulated Divided Lite

Shutters – Wood with Shutter Dogs



B4 EXISTING FRONT ELEVATION X2.9 SCALE: 1/8" = 1'-0"



B2 EXISTING REAR ELEVATION X2.9 SCALE: 1/8" = 1'-0"



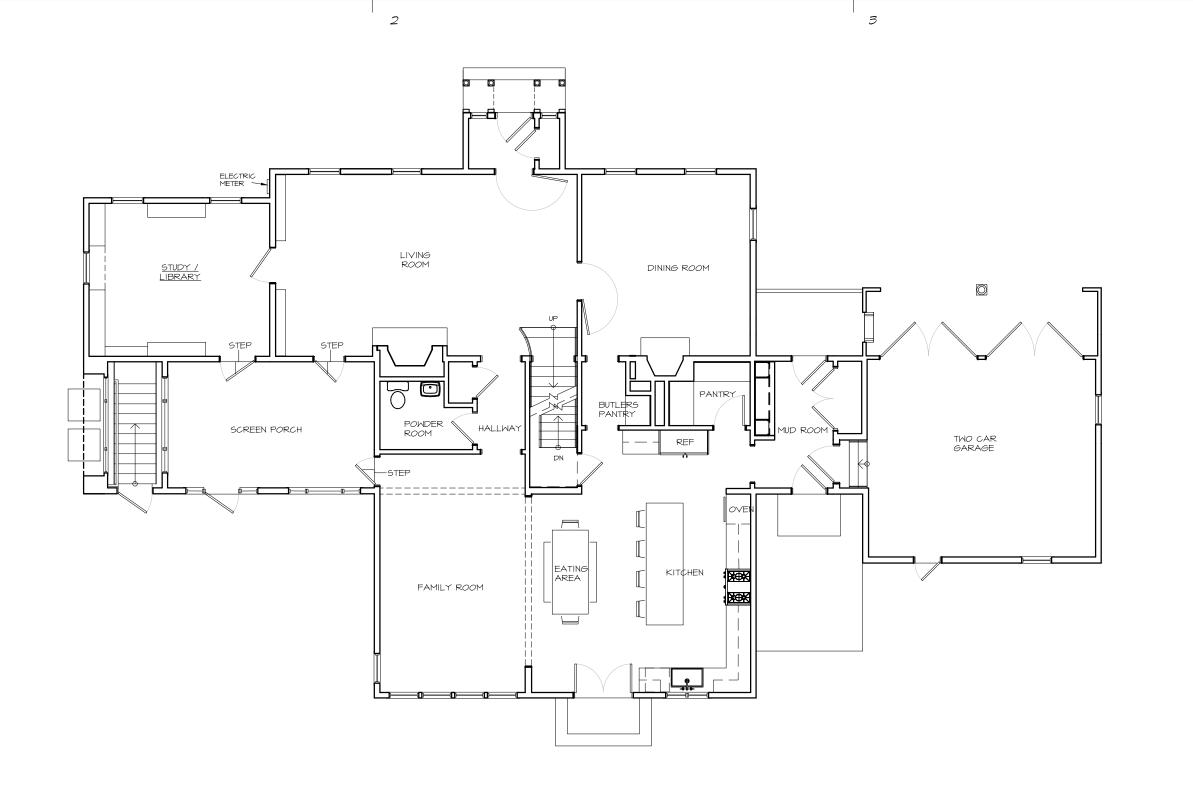
D4 EXISTING RIGHT SIDE ELEVATION

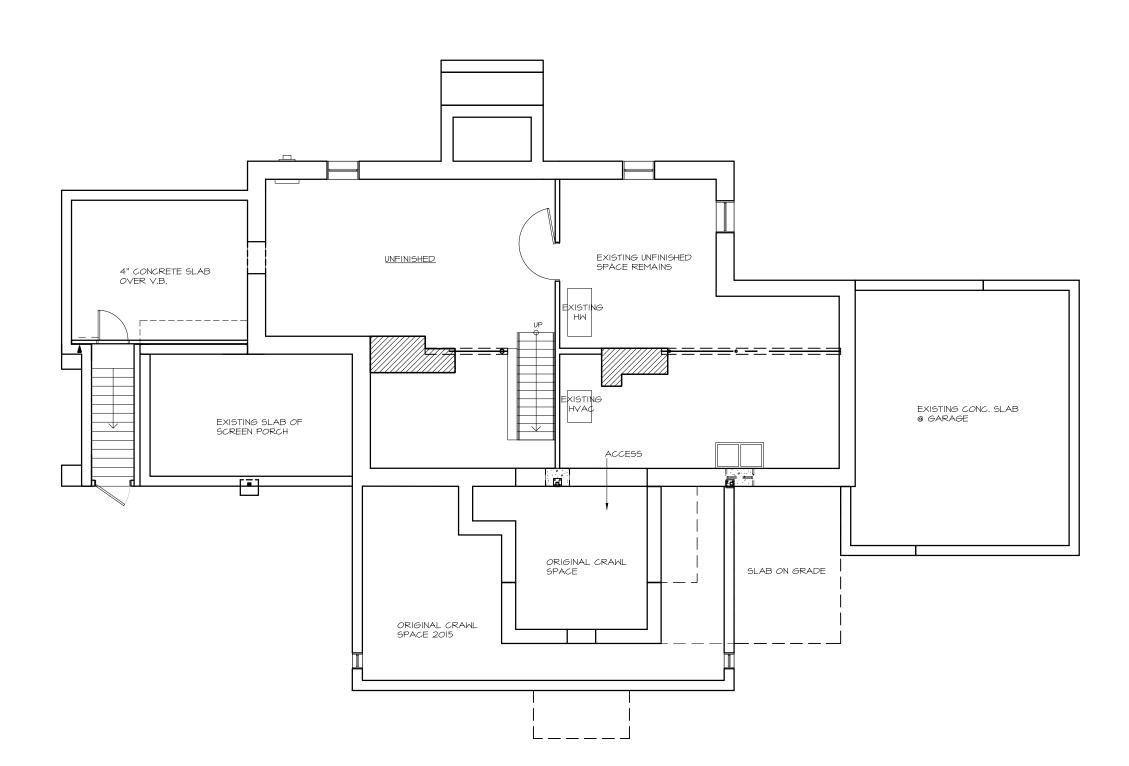
X2.9 SCALE: 1/8" = 1'-0"



D2 EXISTING LEFT SIDE ELEVATION X2.9 SCALE: 1/8" = 1'-0"

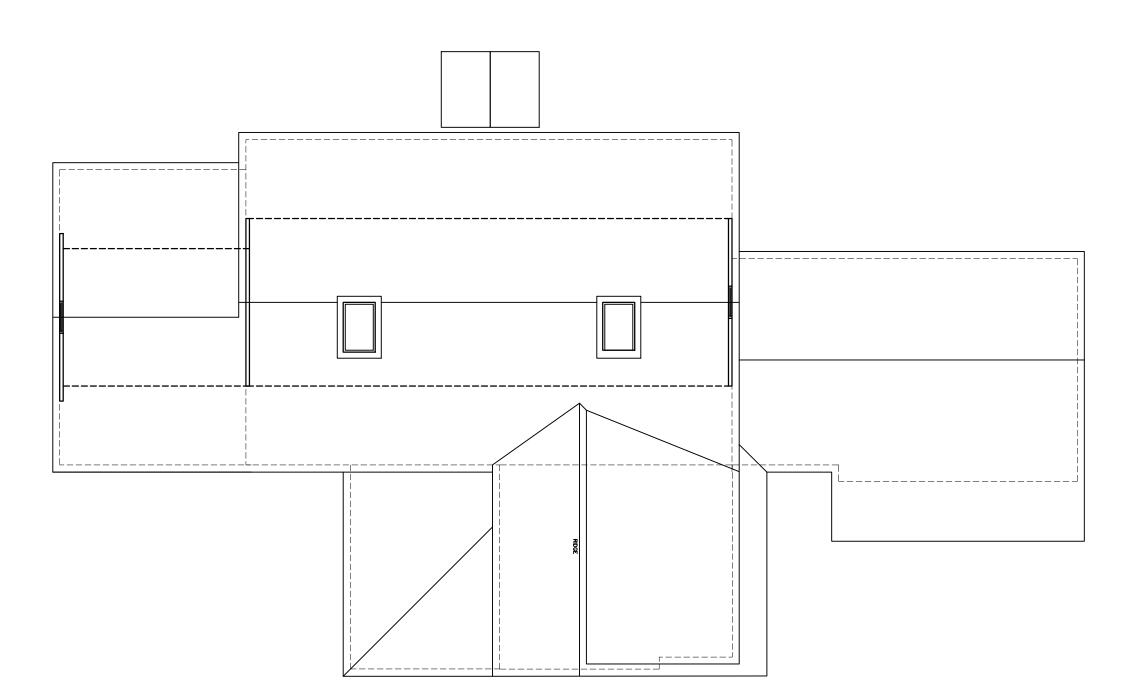
RANNEYMICHAELS.COM
FAIRFIELD, CT 06824 208 258 4296

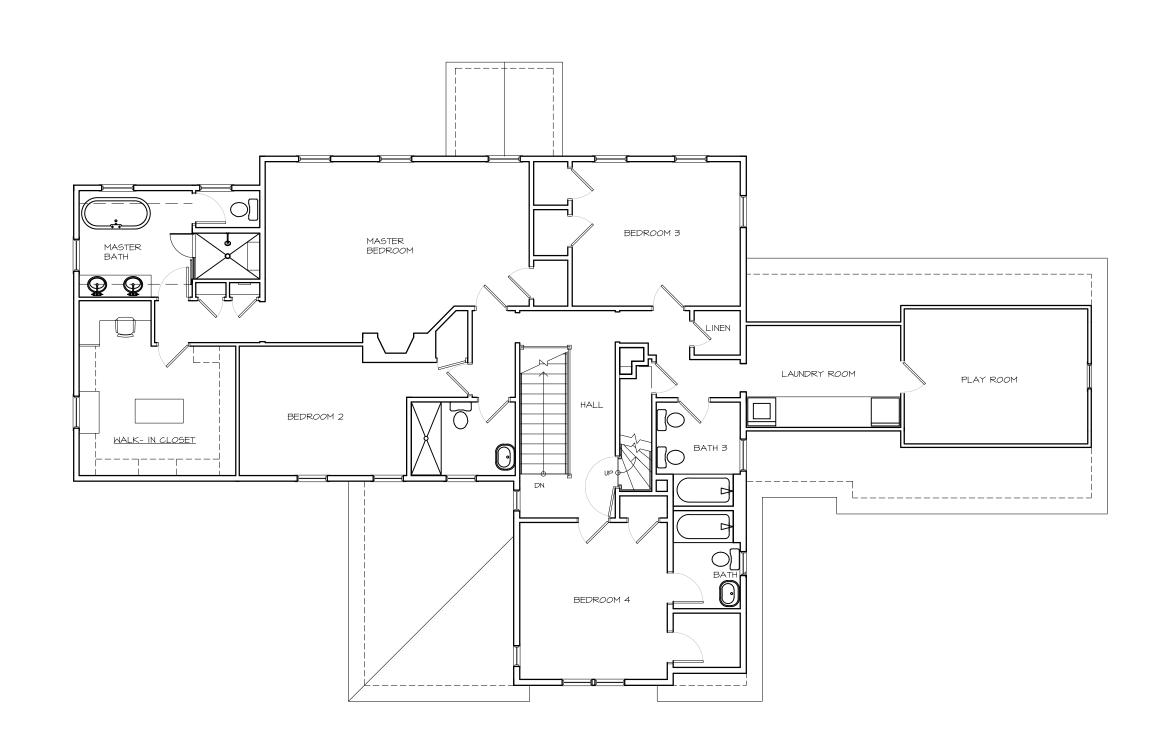




B2 EXISTING BASEMENT PLAN

XI.0 SCALE: 1/8" = 1'-0"





EXISTING SECOND FLOOR PLAN

XI.O SCALE: 1/8" = 1'-0"

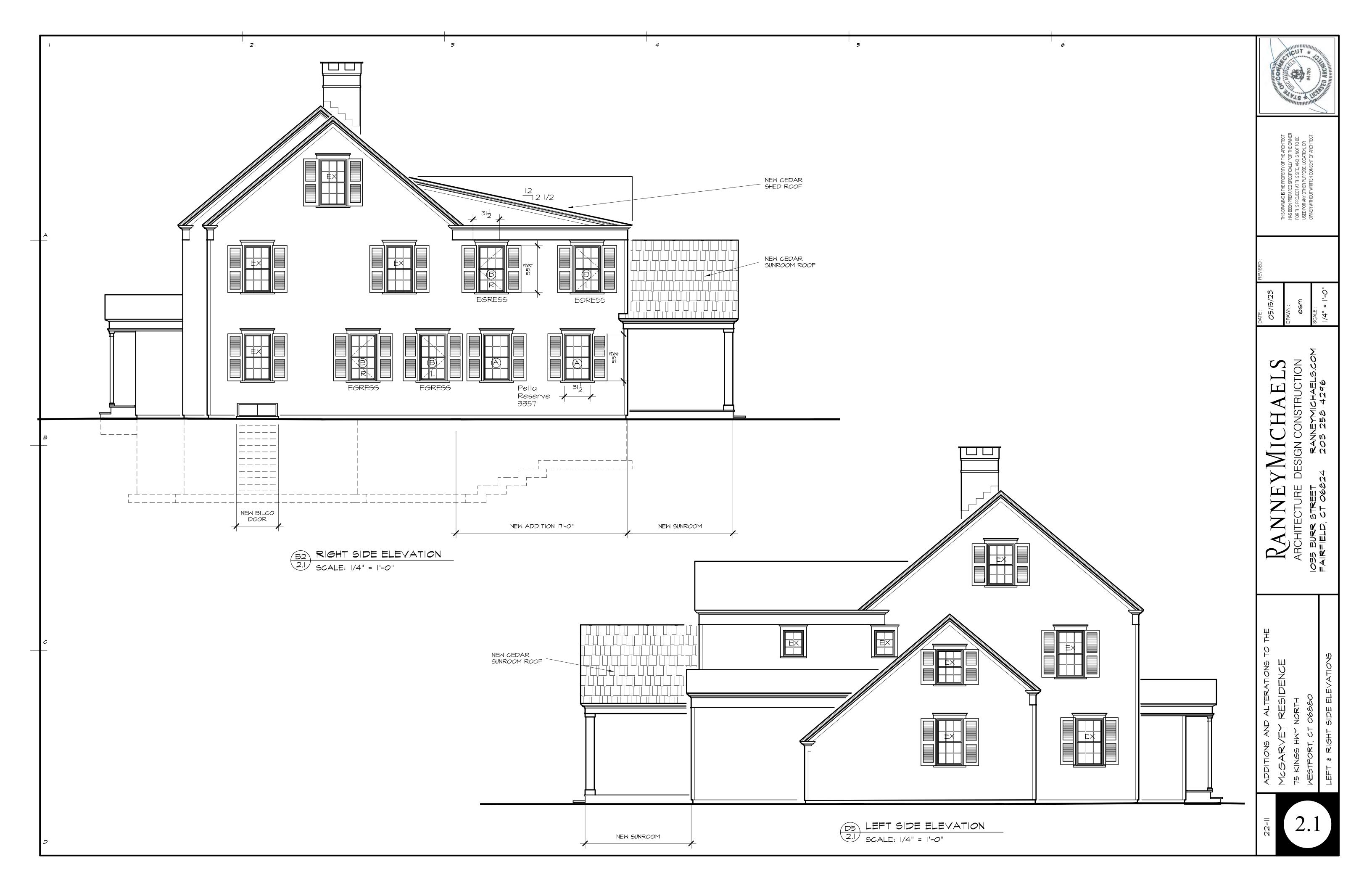
RANNEYMICHAELS.COM

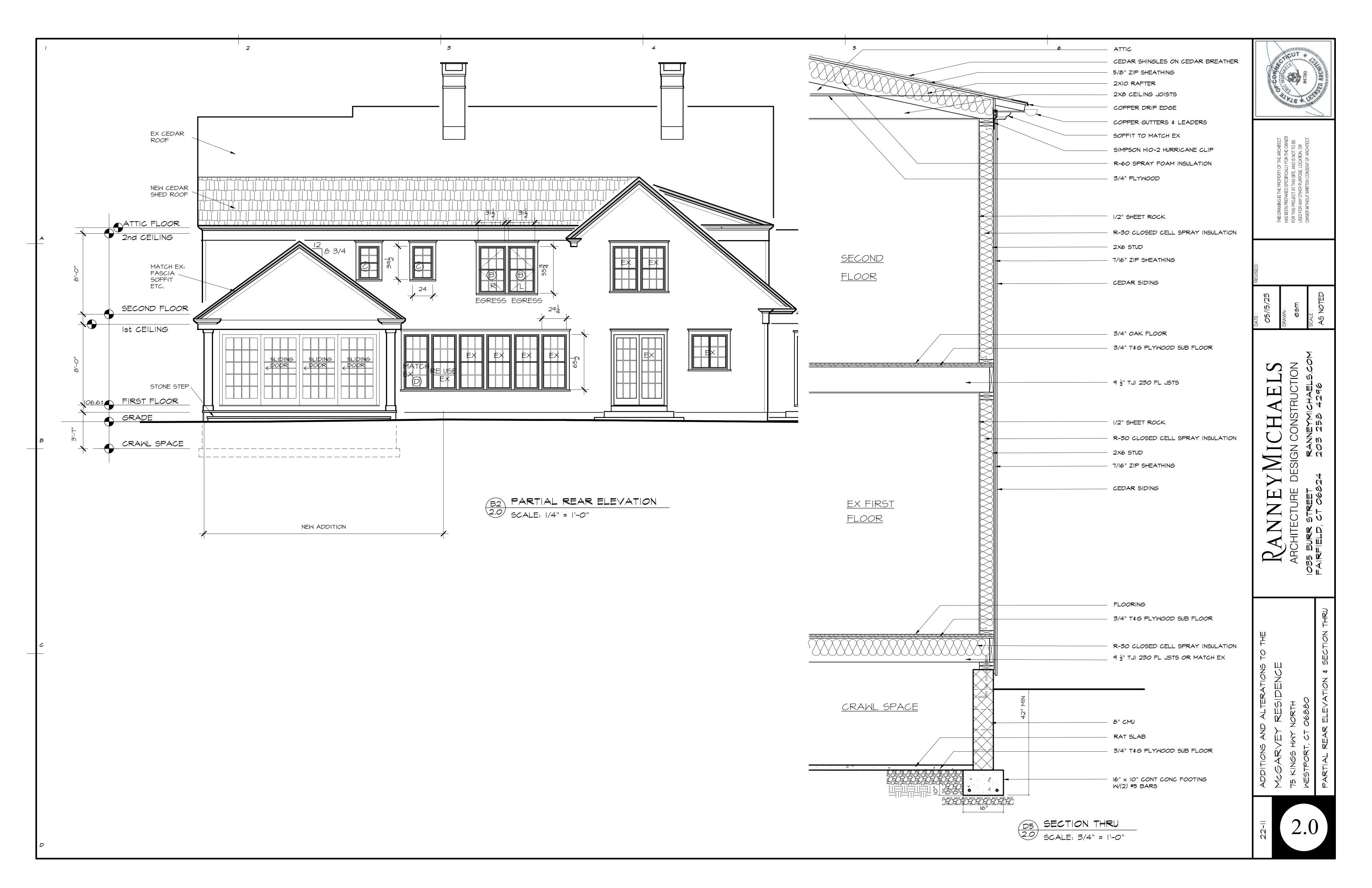
OSS BURR STREET

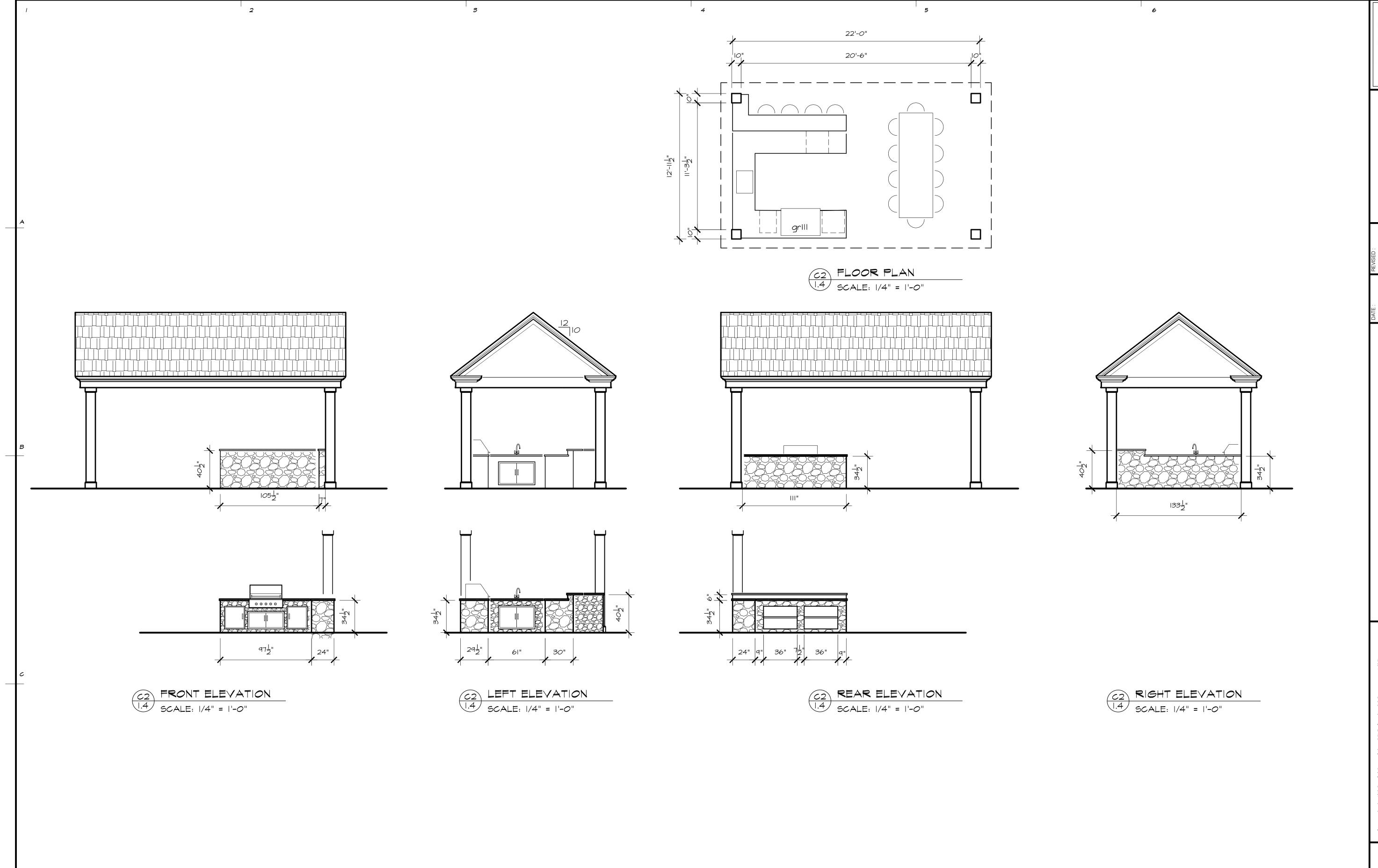
RANNEYMICHAELS.COM

PAIRFIELD, CT 06824

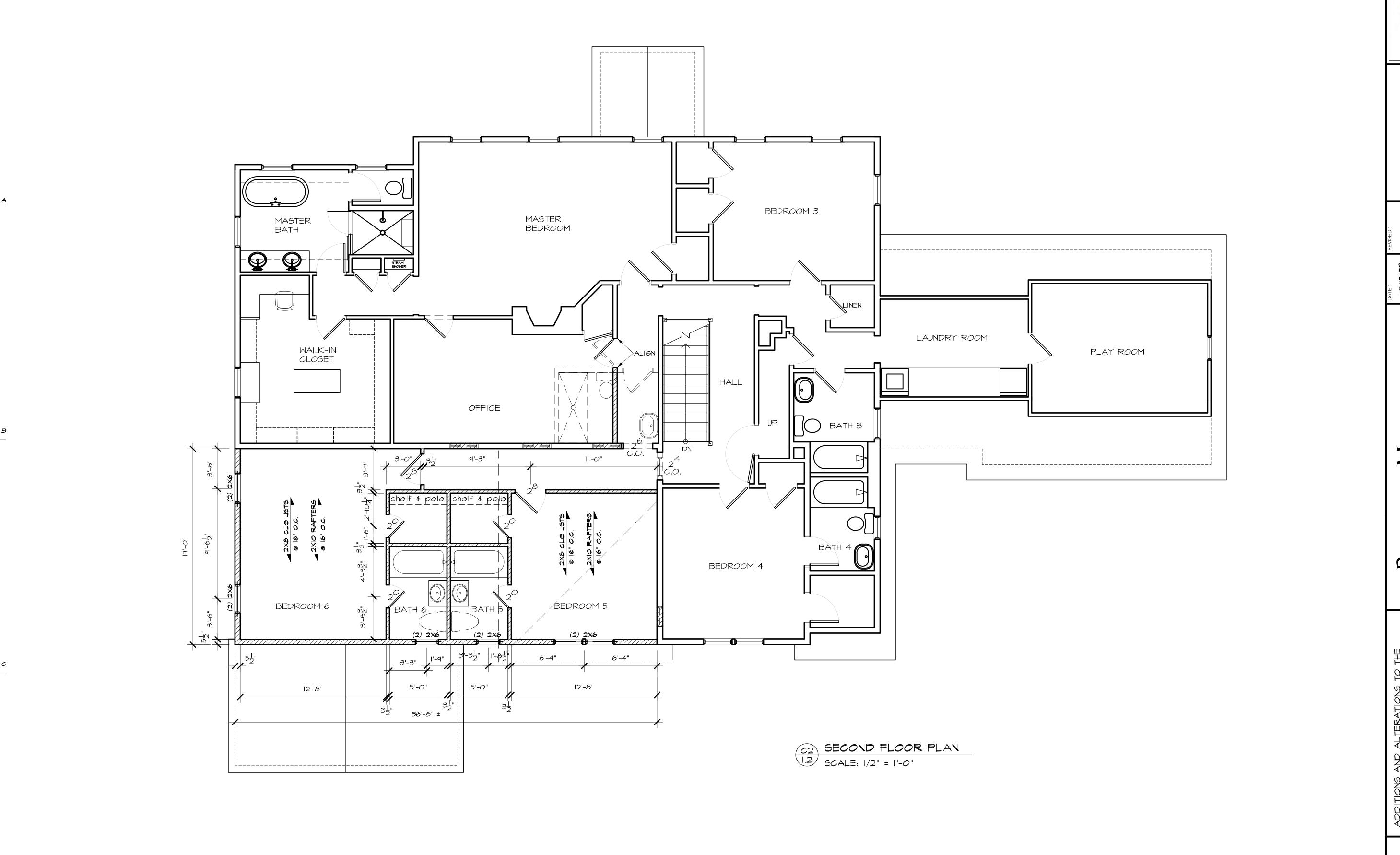
203 258 4296

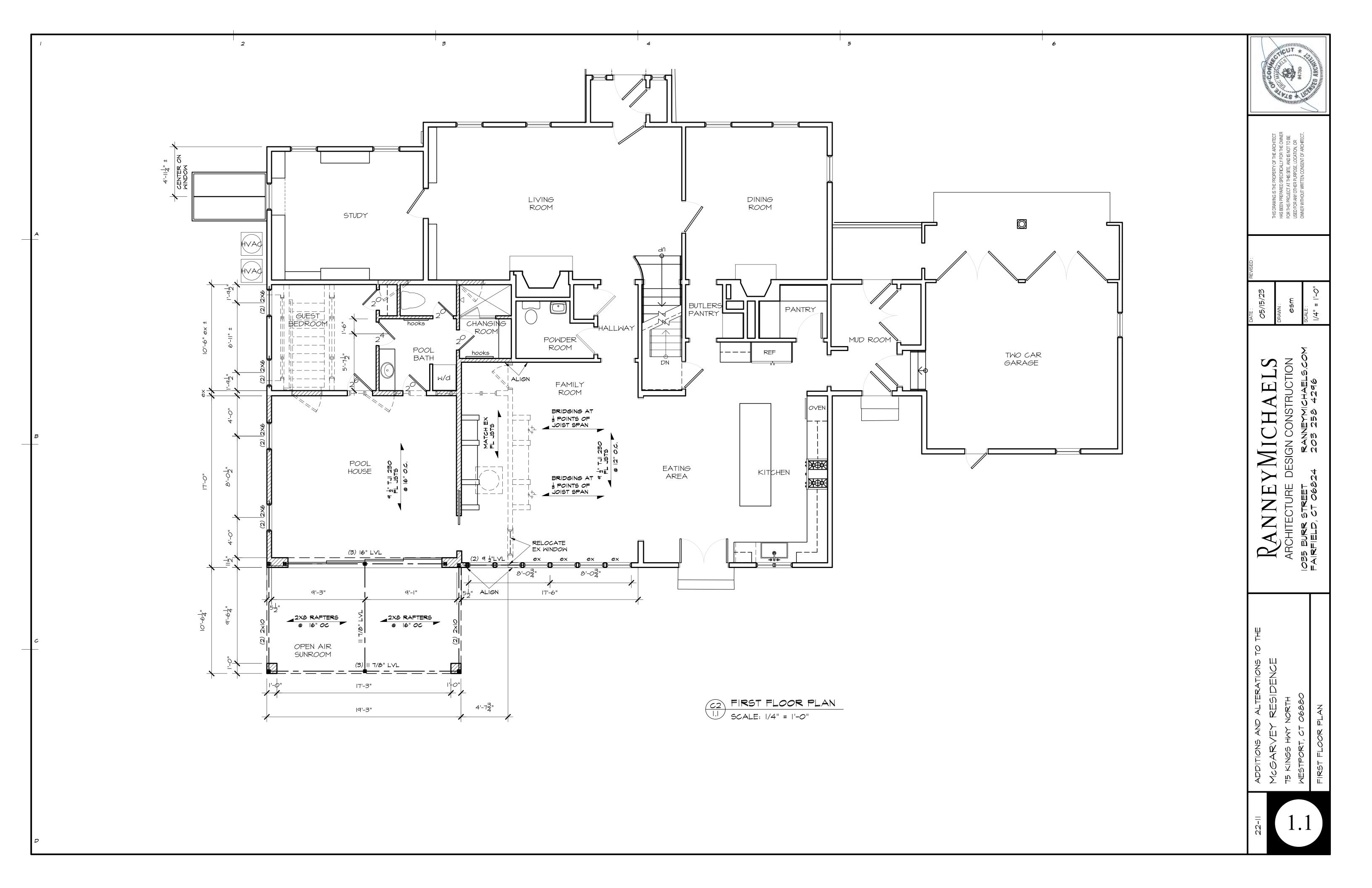






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1035 BURR STREET RANNEYMICHAELS.COM
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105 BURR STREET RANNEYMICHAELS.COM





# Pella

#### **Contract - Detailed**

Sales Rep Name: Bock, Chad Sales Rep Phone: (203) 673-2969 Sales Rep Fax: (855) 264-9038

Phone: Fax:

Sales Rep E-Mail: cbock@pellactny.com

<b>Customer Information</b>	Project/Delivery Address	Order Information
RANNEY MICHAELS, LLC	75 KINGS HWY N	Quote Name: 75 KINGS HWY N
1035 Burr Street	1035 Burr Street	
		Order Number: 050
FAIRFIELD, CT 06824	Lot #	Quote Number: 16442469
Primary Phone: (203) 258-4296	FAIRFIELD, CT 06824	Order Type: Non-Installed Sales
Mobile Phone:	County:	Wall Depth:
Fax Number:	Owner Name:	Payment Terms:
<b>E-Mail:</b> eric@ranneymichaels.com	RANNEY MICHAELS, LLC	Tax Code: CT
Contact Name:	Owner Phone: (203) 258-4296	Cust Delivery Date: None
		<b>Quoted Date:</b> 2/1/2023
Great Plains #: 1004130515		Contracted Date:
<b>Customer Number:</b> 1008202701		Booked Date:
Customer Account: 1004130515		Customer PO #:

# Line # Location: 10 A - RIGHT SIDE PK # 2128

#### Viewed From Exterior

#### Pella® Reserve, Traditional, Double Hung, 33 X 57

lt	tem Price	Qty	Ext'd Price
	\$2,325.71	2	\$4,651.42

1: Traditional, 3357 Double Hung, Equal

Frame Size: 33 X 57

General Information: Standard, Luxury, Wood, Pine, 4 3/8", 4 3/16"

Exterior Color / Finish: Primed, Primed Wood Interior Color / Finish: Bright White Paint Interior Sash / Panel: Putty Glaze, Ogee, Standard, No Sash Lugs

Glass: Insulated Dual Low-E Advanced Low-E Insulating Glass Argon Non High Altitude

Hardware Options: Cam-Action Lock, White, No Window Opening Control Device, No Limited Opening Hardware, Order Sash Lift, No Integrated Sensor

Attributes

Screen: Full Screen, Standard EnduraClad, White, Premium, InView™

Performance Information: U-Factor 0.29, SHGC 0.25, VLT 0.47, CPD PEL-N-234-01143-00001, Performance Class CW, PG 45, Calculated Positive DP Rating 45, Calculated Negative DP Rating 45, Year Rated 08|11, Clear Opening Width 29.625, Clear Opening Height 24.062, Clear Opening Area 4.950255,

Egress Does not meet typical United States egress, but may comply with local code requirements

Grille: ILT, No Custom Grille, 7/8", Traditional (3W2H / 3W2H), Putty Glaze, Ogee

Wrapping Information: 3 1/2" Flat Wood Casing, Factory Applied, 1 7/8" Wood Subsill, Factory Applied, No Exterior Trim, 6 9/16", 6 3/4", Standard Four

Sided Jamb Extension, Factory Applied, Pella Recommended Clearance, Perimeter Length = 180".

Rough Opening: 33 - 3/4" X 59 - 5/8"

Line # Location: Attributes

15 B - RH RIGHT ELEVAT

РК# 2128

Viewed From Exterior

### Special Pella® Reserve, Traditional, Casement Left, 33 X 57

 Item Price
 Qty
 Ext'd Price

 \$3,778.67
 2
 \$7,557.34

1: Traditional, Non-Standard SizeNon-Standard Size Left Casement

Frame Size: 33 X 57

General Information: Standard, Wood, Pine, 4 3/8", 4 3/16"

Exterior Color / Finish: Primed

**Interior Color / Finish:** Bright White Paint Interior **Sash / Panel:** Putty Glaze, Ogee, Standard

Glass: Insulated Dual Low-E Advanced Low-E Insulating Glass Argon Non High Altitude

Hardware Options: Wash Hinge Hardware, Fold-Away Crank, White, No Window Opening Control Device, No Limited Opening Hardware, No Integrated

Sensor

Screen: Full Screen, Bright White, InView™

Performance Information: U-Factor 0.27, SHGC 0.23, VLT 0.43, CPD PEL-N-39-21595-00001, Performance Class LC, PG 45, Calculated Positive DP Rating 45, Calculated Negative DP Rating 45, Year Rated 11, Clear Opening Width 23.25, Clear Opening Height 52.875, Clear Opening Area 8.537109,

Egress Meets Typical 5.7 sqft (E) (United States Only)

Grille: ILT, Yes (Arch Services drawing required), 7/8", Custom Process Grille, Putty Glaze, Ogee

Wrapping Information: 3 1/2" Flat Wood Casing, Factory Applied, 1 7/8" Wood Subsill, Factory Applied, No Exterior Trim, 6 9/16", 6 3/4", Standard Four

Sided Jamb Extension, Factory Applied, Pella Recommended Clearance, Perimeter Length = 180".

Rough Opening: 33 - 3/4" X 59 - 5/8"

Custom Product Instructions: 2-3 - Need revised to simulated DH design - 7/8" vertical grills, 2" 2nd Horizontal Grill

CUSTOM MIXED GRILL PATTERN

3 WIDE 4 HIGH

7/8" ILT WITH 2 VERTICAL BAR TO BE 2"

SIMULATED DH DESIGN

\*\*\*No NFRC or Hallmark labels will be supplied for this unit. To print an accurate acknowledgement for this line only, please choose the Proposal-Detailed report with the Exclude Performance box chosen. \*\*\*

\*\*\*Lead-time does not include any extended lead-times that may be in effect at time of order.\*\*\*

Attributes Line # Location:

**B-LH RIGHT ELEVAT** 

20 PK# 2128

Viewed From Exterior

#### Special Pella® Reserve, Traditional, Casement Right, 33 X 57

**Item Price Ext'd Price** Qty \$7,557.34 \$3,778.67 2

1: Traditional, Non-Standard SizeNon-Standard Size Right Casement

Frame Size: 33 X 57

General Information: Standard, Wood, Pine, 4 3/8", 4 3/16"

Exterior Color / Finish: Primed

Interior Color / Finish: Bright White Paint Interior Sash / Panel: Putty Glaze, Ogee, Standard

Glass: Insulated Dual Low-E Advanced Low-E Insulating Glass Argon Non High Altitude

Hardware Options: Wash Hinge Hardware, Fold-Away Crank, White, No Window Opening Control Device, No Limited Opening Hardware, No Integrated

Screen: Full Screen, Bright White, InView™

Performance Information: U-Factor 0.27, SHGC 0.23, VLT 0.43, CPD PEL-N-39-21595-00001, Performance Class LC, PG 45, Calculated Positive DP Rating 45, Calculated Negative DP Rating 45, Year Rated 11, Clear Opening Width 23.25, Clear Opening Height 52.875, Clear Opening Area 8.537109,

Egress Meets Typical 5.7 sqft (E) (United States Only)

Grille: ILT, Yes (Arch Services drawing required), 7/8", Custom Process Grille, Putty Glaze, Ogee

Wrapping Information: 3 1/2" Flat Wood Casing, Factory Applied, 1 7/8" Wood Subsill, Factory Applied, No Exterior Trim, 6 9/16", 6 3/4", Standard Four

Sided Jamb Extension, Factory Applied, Pella Recommended Clearance, Perimeter Length = 180".

Rough Opening: 33 - 3/4" X 59 - 5/8"

**Custom Product Instructions:** 2-3 - Custom grill patter to simulated DH 7/8" vertical bar, need 2" spacer on 2nd Horizontal grill

CUSTOM MIXED GRILL PATTERN

3 WIDE 4 HIGH

7/8" ILT WITH 2 VERTICAL BAR TO BE 2"

SIMULATED DH DESIGN

\*\*\*No NFRC or Hallmark labels will be supplied for this unit. To print an accurate acknowledgement for this line only, please choose the Proposal-Detailed report with the Exclude Performance box chosen. \*\*\*

\*\*\*Lead-time does not include any extended lead-times that may be in effect at time of order.\*\*\*

Line #	Location:	Attributes			
25	D - REAR	Lifestyle, Double Hung, 29 X 65, Without HGP, White	Item Price	Qty	Ext'd Price
			\$1,267.61	1	\$1,267.61

PK# 2128

Viewed From Exterior

1: 2965 Double Hung, Equal Frame Size: 29 X 65 Unit Type: No Program

General Information: No Package, Without Hinged Glass Panel, Clad, Pine, 5", 3 11/16", Jambliner Color: Gray

Exterior Color / Finish: Standard Enduraclad, White Interior Color / Finish: Bright White Paint Interior

Glass: Insulated Low-E Advanced Low-E Insulating Glass Argon Non High Altitude

Hardware Options: Cam-Action Lock, White, No Limited Opening Hardware, Order Sash Lift, No Integrated Sensor

Screen: Full Screen, White, InView™

Performance Information: U-Factor 0.30, SHGC 0.27, VLT 0.50, CPD PEL-N-35-00426-00003, Performance Class LC, PG 40, Calculated Positive DP Rating 40, Calculated Negative DP Rating 40, Year Rated 08|11, Clear Opening Width 25.812, Clear Opening Height 29.25, Clear Opening Area 5.243062, Egress Meets Typical for ground floor 5.0 sqft (E1) (United States Only)

Grille: SDL w/Spacer, No Custom Grille, 7/8", Traditional (3W2H / 3W2H)

Wrapping Information: Foldout Fins, Factory Applied, No Exterior Trim, 6 9/16", 7 7/8", Standard Four Sided Jamb Extension, Factory Applied, Pella

Recommended Clearance, Perimeter Length = 188".

**Rough Opening:** 29 - 3/4" X 65 - 3/4"

Line # Location: Attributes

РК 21

B - REAR

30

2133

Viewed From Exterior

#### Lifestyle, 2-Wide Casement, 69 X 53, Without HGP, White

 Item Price
 Qty
 Ext'd Price

 \$2.845.32
 1
 \$2.845.32

#### 1: Non-Standard Size Left Casement

Frame Size: 33 X 53 Unit Type: No Program

General Information: No Package, Without Hinged Glass Panel, Clad, Pine, 5", 3 11/16"

Exterior Color / Finish: Standard Enduraclad, White Interior Color / Finish: Bright White Paint Interior

Glass: Insulated Low-E Advanced Low-E Insulating Glass Argon Non High Altitude

Hardware Options: Wash Hinge Hardware, Fold-Away Crank, White, No Window Opening Control Device, No Limited Opening Hardware, No Integrated

Sensor

Screen: Full Screen, Bright White, InView™

Performance Information: U-Factor 0.29, SHGC 0.25, VLT 0.47, CPD PEL-N-14-00679-00001, Performance Class LC, PG 50, Calculated Positive DP

Rating 50, Calculated Negative DP Rating 50, Year Rated 08|11, Egress Meets Typical 5.7 sqft (E) (United States Only)

Grille: SDL w/Spacer, No Custom Grille, 7/8", Traditional (3W4H)

Vertical Mull 1: AlignedWith, 3"
2: Non-Standard Size Right Casement

Frame Size: 33 X 53

Unit Type: No Program

General Information: No Package, Without Hinged Glass Panel, Clad, Pine, 5", 3 11/16"

Exterior Color / Finish: Standard Enduraclad, White Interior Color / Finish: Bright White Paint Interior

Glass: Insulated Low-E Advanced Low-E Insulating Glass Argon Non High Altitude

Hardware Options: Wash Hinge Hardware, Fold-Away Crank, White, No Window Opening Control Device, No Limited Opening Hardware, No Integrated

Sensor

Screen: Full Screen, Bright White, InView™

Performance Information: U-Factor 0.29, SHGC 0.25, VLT 0.47, CPD PEL-N-14-00679-00001, Performance Class LC, PG 50, Calculated Positive DP

Rating 50, Calculated Negative DP Rating 50, Year Rated 08|11, Egress Meets Typical 5.7 sqft (E) (United States Only)

Grille: SDL w/Spacer, No Custom Grille, 7/8", Traditional (3W4H)

Wrapping Information: Foldout Fins, Factory Applied, No Exterior Trim, 6 9/16", 7 7/8", Standard Four Sided Jamb Extension, Factory Applied, Pella

Recommended Clearance, Perimeter Length = 244".

**Rough Opening:** 33 - 3/4" X 53 - 3/4"

Customer Notes: RO PER UNIT 33 3/4 X 53 3/4

Project Name: 75 KINGS HWY N Customer: RANNEY MICHAELS, LLC Order Number: 050 Quote Number: 16442469

Line # Location:	Attributes
35 C - REAR	Lifestyle, Double Hung, 23 X 41, Without HGP, White
4	1: Non-Standard Size Double Hung, Equal Frame Size: 23 X 41
PK #	General Information: No Package, Without Hinged Glass Panel, Clad, Pine, 5", 3 11/16", Jambliner Color: Gray

2

**Item Price** Qty **Ext'd Price** \$1,973.96 \$986.98

Exterior Color / Finish: Standard Enduraclad, White Interior Color / Finish: Bright White Paint Interior

Glass: Insulated Low-E Advanced Low-E Insulating Glass Argon Non High Altitude

Hardware Options: Cam-Action Lock, White, No Limited Opening Hardware, Order Sash Lift, No Integrated Sensor

Screen: Full Screen, White, InView™

Performance Information: U-Factor 0.30, SHGC 0.27, VLT 0.50, CPD PEL-N-35-00426-00003, Performance Class LC, PG 50, Calculated Positive DP Rating 50, Calculated Negative DP Rating 50, Year Rated 08|11, Clear Opening Width 19.812, Clear Opening Height 17.25, Clear Opening Area 2.373312, Egress Does not meet typical United States egress, but may comply with local code requirements

Grille: SDL w/Spacer, No Custom Grille, 7/8", Traditional (2W2H / 2W2H)

Wrapping Information: Foldout Fins, Factory Applied, No Exterior Trim, 6 9/16", 7 7/8", Standard Four Sided Jamb Extension, Factory Applied, Pella

Recommended Clearance, Perimeter Length = 128".

Rough Opening: 23 - 3/4" X 41 - 3/4"

Viewed From Exterior

Line #	Location:		Attributes			
40	None Assigned	DELIVERY - Delivery		Item Price	Qty	Ext'd Price
		,		\$250.00	1	\$250.00

## Line # Location: 50 None Assigned PK# 2133

Viewed From Exterior

#### Attributes

#### Pella® Reserve, Traditional, Multi Pocket Door, Multi-Slide Pocket, PX, 83 X 83.5, White

**Item Price Ext'd Price** Qty \$7,810.64 \$7,810.64 1

1: Traditional, 8383.5 Multi-Slide Pocket Multi Pocket Door

Frame Size: 83 X 83 1/2

Unit Type: 1, PX, 1 1/2" Weep Sill

General Information: Knock Down, Standard, Clad, Pine, Black Finish Sill, 1, 1, 0, 5.92", Yes

Exterior Color / Finish: Painted, Standard Enduraclad, White

Interior Color / Finish: Bright White Paint Interior

Sash / Panel: Ogee, Ogee, Standard

Glass: Insulated Dual Tempered Low-E Advanced Low-E Insulating Glass Argon Non High Altitude

Hardware Options: Typical, Flush Handle, Satin Nickel, No Integrated Sensor

Performance Information: U-Factor 0.36, SHGC 0.20, VLT 0.35, CPD PEL-N-250-02381-00001, Performance Class LC, PG 30, Calculated Positive DP

Rating 30, Calculated Negative DP Rating 40, Year Rated 17|11

Additional Dimensions: Finished Pocket Width - 6 3/4", Frame Pocket Depth - 41 3/16", Rough Opening Pocket Depth - 41 11/16", Daylight Opening

Width - 42 5/16", Daylight Opening Height - 84"

Grille: ILT, No Custom Grille, 7/8", Traditional (3W5H), Ogee, Ogee **Wrapping Information:** Shipped Separate, Perimeter Length = 333".

#### Rough Opening: 84" X 84"

## Line # Location: 55 None Assigned 2133 Viewed From Exterior

#### Attributes

#### Pella® Reserve, Traditional, Multi Sliding Door, Multi-Slide Stacking, O3X, 182 X 83.5, White

Item Price	Qty	Ext'd Price
\$28,998.06	1	\$28,998.06

#### 1: Traditional, 18283.5 Multi-Slide Stacking Multi Sliding Door

Frame Size: 182 X 83 1/2

Unit Type: 4, O3X, 1 1/2" Weep Sill

General Information: No Dual Venting, Knock Down, Standard, Clad, Pine, Black Finish Sill, 4, 4, 0, 11,42", Yes

Exterior Color / Finish: Painted, Standard Enduraclad, White

Interior Color / Finish: Bright White Paint Interior

Sash / Panel: Ogee, Ogee, Standard

Glass: Insulated Dual Tempered Low-E Advanced Low-E Insulating Glass Argon Non High Altitude

Hardware Options: Typical, Plazo, Matte Black, No Integrated Sensor

Performance Information: U-Factor 0.36, SHGC 0.19, VLT 0.34, CPD PEL-N-250-02393-00001, Performance Class LC, PG 25, Calculated Positive DP

Rating 35, Calculated Negative DP Rating 35, Year Rated 17|11

Grille: ILT, No Custom Grille, 7/8", Traditional (4W5H / 4W5H / 4W5H / 4W5H), Ogee, Ogee

Wrapping Information: Shipped Separate, Perimeter Length = 531".

**Rough Opening:** 183" X 84.5"

## Thank You For Purchasing Pella® Products

#### **PELLA WARRANTY:**

Pella products are covered by Pella's limited warranties in effect at the time of sale. All applicable product warranties are incorporated into and become a part of this contract. Please see the warranties for complete details, taking special note of the two important notice sections regarding installation of Pella products and proper management of moisture within the wall system. Neither Pella Corporation nor the Seller will be bound by any other warranty unless specifically set out in this contract. However, Pella Corporation will not be liable for branch warranties which create obligations in addition to or obligations which are inconsistent with Pella written warranties.

Clear opening (egress) information does not take into consideration the addition of a Rolscreen [or any other accessory] to the product. You should consult your local building code to ensure your Pella products meet local egress requirements.

Per the manufacturer's limited warranty, unfinished mahogany exterior windows and doors must be finished upon receipt prior to installing and refinished annually, thereafter. Variations in wood grain, color, texture or natural characteristics are not covered under the limited warranty.

INSYNCTIVE PRODUCTS: In addition, Pella Insynctive Products are covered by the Pella Insynctive Products Software License Agreement and Pella Insynctive Products Privacy Policy in effect at the time of sale, which can be found at Insynctive.pella.com. By installing or using Your Insynctive Products you are acknowledging the Insynctive Software Agreement and Privacy Policy are part of the terms of sale.

Notice of Collection of Personal Information: We may collect your personal information when you interact with us. Under the California Consumer Privacy Act (CCPA), California residents have specific rights to request this information, request to delete this information, and opt out of the sharing or sale of this information to third parties. To learn more about our collection practices and your rights under the CCPA please visit our link <a href="https://www.pella.com/california-rights-policy/">https://www.pella.com/california-rights-policy/</a> at pella.com.

#### ARBITRATION AND CLASS ACTION WAIVER ("ARBITRATION AGREEMENT")

YOU and Pella and its subsidiaries and the Pella Branded Distributor AGREE TO ARBITRATE DISPUTES ARISING OUT OF OR RELATING TO YOUR PELLA PRODUCTS (INCLUDES PELLA GOODS AND PELLA SERVICES) AND WAIVE THE RIGHT TO HAVE A COURT OR JURY DECIDE DISPUTES. YOU WAIVE ALL RIGHTS TO PROCEED AS A MEMBER OR REPRESENTATIVE OF A CLASS ACTION, INCLUDING CLASS ARBITRATION, REGARDING DISPUTES ARISING OUT OF OR RELATING TO YOUR PELLA PRODUCTS. You may opt out of this Arbitration Agreement by providing notice to Pella no later than ninety (90) calendar days from the date You purchased or otherwise took ownership of Your Pella Goods. To opt out, You must send notice by e-mail to pellawebsupport@pella.com, with the subject line: "Arbitration Opt Out" or by calling (877) 473-5527. Opting out of the Arbitration Agreement will not affect the coverage provided by any applicable limited warranty pertaining to Your Pella Products. For complete information, including the full terms and conditions of this Arbitration Agreement, which are incorporated herein by reference, please visit <a href="https://www.pella.com/arbitration">www.pella.com/arbitration</a> or e-mail to <a href="mailto:pellawebsupport@pella.com">pellawebsupport@pella.com</a>, with the subject line: "Arbitration Details" or call (877) 473-5527. D'ARBITRAGE ET RENONCIATION AU RECOURS COLLECTIF ("convention d'arbitrage") EN FRANÇAIS SEE PELLA.COM/ARBITRATION. DE ARBITRAJE Y RENUNCIA COLECTIVA ("acuerdo de arbitraje") EN ESPAÑOL VER PELLA.COM/ARBITRATION.

Seller shall not be held liable for failure or delay in the performance of its obligations under this Agreement, if such performance is hindered or delayed by the occurrence of an act or event beyond the Seller's reasonable control (force majeure event), including but not limited to earthquakes, unusually severe weather and other Acts of God, fire, strikes and labor unrest, epidemics, riots, war, civil unrest, and government interventions. Seller shall give timely notice of a force majeure event and take such reasonable action to mitigate the impacts of such an event.

#### **Product Performance Information:**

U-Factor, Solar Heat Gain Coefficient (SHGC), and Visible Light Transmittance (VLT) are certified by the National Fenestration Rating Council (NFRC).

For more information regarding the finishing, maintenance, service and warranty of all Pella® products, visit the Pella® website at www.pella.com

Manufacturer stipulates that these ratings conform to applicable NFRC procedures for determining whole product performance. NFRC ratings are determined for a fixed set of environmental conditions and a specific product size. NFRC does not recommend any products and does not warrant the suitability of any product for any specific use.

Design Pressure (DP), Performance Class, and Performance Grade (PG) are certified by a third party organization, in many cases the Window and Door Manufacturers Association (WDMA). The certification requires the performance of at least one product of the product line to be tested in accordance with the applicable performance standards and verified by an independent party. The certification indicates that the product(s) of the product line passed the applicable tests. The certification does not apply to mulled and/or product combinations unless noted. Actual product results will vary and change over the products life.

For more performance information along with information on Florida Product Approval System (FPAS) Number and Texas Dept. of Insurance (TDI) number go to <a href="https://www.pella.com/performance">www.pella.com/performance</a>.

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#### I. GENERAL

- a) This Proposal / Contract is between the Customer, as indicated herein, (referred to as the "Buyer") and the DHD Windows & Doors LLC. (Referred to as the "Seller").
- b) This Proposal / Contract shall remain open for 30 days, after which it shall be void at Seller's option. A Proposal shall become a Contract when it is executed by the Buyer and accepted by the Seller.
- The Buyer agrees that the product(s) and the conditions set forth herein supersede over all previous representations, specifications, terms orother documents issued by the Seller orits' employees, either written or oral and any purchase order, or other documents issued by the Buyer either before or after this contract.
- Table Buyer agrees nottohold the Seller responsible for incidental damages that may result from the breach on the sale of product(s) pursuant to this Proposal/Contract, &consequential damages will be limited to One Hundred Dollars.
- This Proposal /Contract will be construed inaccordance with the laws of the State of Connecticut. In the case of litigation the Buyer agrees towaive the right tovenue and agrees that any such case shall betried inthe appropriate court having jurisdiction inthe County of New Haven, State of Connecticut, or the U.S. Federal District Court for the District of Connecticut. The prevailing party in such litigation shall be entitled to recover reasonable attorney's fees including those on appeal.

#### 2. PAYMENT

- The Buyer agrees that the need date is are alistic estimate of when the product(s) is/are to be delivered. On this date the Seller may invoice the Buyer for any outstanding balance, and payment will be due according to the payment terms of this contract.
- The Buyer agrees nottowithhold payment for any item that is backordered ordamaged inshipment, provided the Seller acknowledges such deficiency and provides the Buyer with assurances of its' undertaking to remedy the same.
- c) All unpaid balances are subject to interest on the outstanding amount due of 1 ½ % per month, plus attorney's fees if the outstanding balance is forwarded to our attorneys for collection.
- d) The buyer agrees that payment discounts do not apply when paying with a credit card.
- e) The buyer agrees that if paying by credit card that authorization is granted to the seller to debit the buyers credit card by signing this contract.
- f) No C.O.D. Deliveries.

#### 3. CHANGES

- a) The Buyer agrees that the product(s) listed herein are correct and final
- b) The Buyer agrees that the product cannot be changed, returned, or canceled.
- MBuyer requests any changes and Seller inits sole discretion agrees, Buyer shall beliable for all additional charges, expenses and overhead inconnection with same. Changes ordered by Buyer after the date hereof may result in significant delays to the delivery schedule for the entire order.
- d\$eller shall endeavor to provide Buyer firm pricing at the time of Buyer's request for changes, provided, however, that Buyer acknowledges that it may not be possible for Seller to do so. Accordingly, all pricing provided by Seller for any Buyer requested change is subject to increase and innoevent will Buyer berelieved from its obligations hereunder. Any change ordered by Buyer and agreed to by Seller is final, non-cancellable, and non-refundable.

#### 4. DELIVERY

- The Buyer agrees toaccept delivery insuch installments as the Seller may make and not tohold the Seller liable for any claims resulting from delays indelivery. Buyer acknowledges and agrees that Seller is not responsible for delivery delays resulting from supply chain disruption, civil unrest, strikes, labor difficulties, war, pandemic, epidemic or other public health emergencies, government imposed moratoriums ocurtailments, natural disaster, of canyother causes beyond Seller's reasonable control ("Force Majeure"). Buyer acknowledges and agrees that any additional costs or expenses actually incurred by Seller as a result of Force Majeure shall be borne solely by Buyer and Buyer agrees to indemnify and hold Seller harmless from and against any such costs or expenses.
- b) The Buyer agrees that the product can be delivered without the Buyer being present and agrees to accept the Seller's shipping documents as proof of delivery.
- c) The Seller agrees to deliver the product(s) to a single location on the ground floor at the Ship-To address listed above, provided that the delivery site is accessible by the Seller's delivery vehicle.
- Steller shall store product(s) for up to thirty (30) days at no additional charge on Buyer's behalf. Buyer is responsible for arranging to store product(s) at allocation selected by Buyer for any periods beyond thirty (30) days that Buyer isnotready toaccept delivery atthedelivery site. Provided that the storage location designated by Buyer is within Seller's trade territory, Seller shall make atailgate delivery oftheproduct(s) tobestored atBuyer's designated location atmoadditional charge toBuyer. Buyer shall ensure that are presentative of Buyer is present tooffload product(s) at the storage site. Seller shall have no further liability to Buyer following the delivery of product(s) to Buyer's designated storage location subject to the rights of rejection set for thin Paragraph 4(f) below. Without derogating from the generality of the foregoing, Buyer shall be responsible for moving the product(s) from Buyer's designated storage site to the delivery site. Upon such delivery to Buyer's designated storage location, Seller shall have the right to require immediate payment from Buyer of all remaining installments of purchase price with respect to the storage location, Seller shall have the right to require immediate payment from Buyer of all remaining installments of purchase price with respect to the storage location. the Contract and same shall bedue within ten(10) days following written demand. If Buyer fails toprovide timely notice to Seller for Seller to deliver product(s) prior to the expiration of thirty (30) days from Seller and Buyer's receipt ofnotice from themanufacturer that allorany portion of the product(s) are available. Seller shall have the right to store such product(s) at allocation selected by Seller without liability toBuyer and atBuyer's sole cost and expense. Inaddition totheactual outofpocket charges incurred bySeller instoring product(s) onBuyer's behalf inaccordance herewith, Buyer shall beliable to Seller for (i) all remaining installments of purchase price with respect to the stored product(s) in accordance with the Contract, and (ii) shandling charge equal to the greater of \$5,000 per month or five percent (5%) of the total purchase price of the order, and such amounts described in the foregoing clauses (i) and (ii) shall bedue within ten (10) days following written demand. Buyer acknowledges and agrees that such handling charge is areasonable estimate of the damages that Seller is likely to incur if Buyer defaults on its obligation to arrange for storage of product(s) asset forth in this Paragraph, that the exact damages are difficult or impossible to ascertain, and that such handling charge is intended by the parties as liquidated damages and not as a penalty. Seller shall have the right toapply any deposit paid by Buyer tosuch charges without notice to Buyer. If Buyer fails topay any sums under this Section 4(D) when due Seller may following five (5) business days prior notice toBuyer, treat the product(s) as abandoned, inwhich case (1) Seller may dispose of the product(s) without liability to Buyer, at Buyer's sole cost and expense, and without relieving Buyer from its obligation to pay all sums due and owing with interest thereon in accordance with this Contract.
- e) The Buyer agrees not to hold the Seller responsible for any damage to driveways, sidewalks, trees, and overhead wires caused by the Seller's delivery vehicles.
- The Buyer agrees toexamine the product(s) upon delivery, and within 7-days after delivery, provide the Seller notice inwriting of any discrepancy between the product(s) ordered and the product(s) delivered. If the Buyer does not provide notice within the 7-day period, the Buyer waves any rights of rejection and accepts the product(s) as is.

Printed on 5/3/2023 Contract - Detailed Page 10 of 11

#### 5. INSTALLATION

a) The Buyer understands that installation is not included unless specifically stated herein.

The Buyer agrees to install the product inaccordance with applicable building codes and good construction practices. Detailed installation instructions are available from the Seller upon written request.

#### 6. FINISHING

- a) "In home" touch-ups of the finishing are not available.
- b) Pella offers no warranty on the paint finish; only paint manufacturer warranties apply to finish.

#### WARRANTY

Credit Card Approval Signature

- a) The Buyer understands that the Product Warranty, if any, is provided by the Product Manufacturer and that a copy of the warranty, if any, will be provided upon written request.
- b) The Buyer understands that the Laminated Glass Warranty, if any, is provided by the Laminated Glass Manufacturer and that a copy, if any, will be provided upon written request.

There are NO Warranties which extend beyond the description on the face hereof. This Exclusion includes, but is not limited to, implied warranties of merchantability or fitness for a particular purpose.

roject Checklis	t has been reviewed	
Customer Name	(Please print)	Pella Sales Rep Name (Please print)
Customer Signature		Pella Sales Rep Signature
Date		Date

Order Totals	
Taxable Subtotal	\$62,911.69
Sales Tax @ 6.35%	\$3,994.89
Non-taxable Subtotal	\$0.00
Total	\$66,906.58
Deposit Received	\$0.00
Amount Due	\$66,906.58

For more information regarding the finishing, maintenance, service and warranty of all Pella® products, visit the Pella® website at www.pella.com



# HISTORIC RESOURCES INVENTORY - BUILDING AND STRUCTURES

Please send completed form to: Stacey Vairo, National Register and State Register Coordinator, Connecticut Commission on Culture & Tourism, One Constitution Plaza, 2nd Floor, Hartford, CT 06103

\* Note: Please attach any additional or expanded information on a separate sheet. GENERAL INFORMATION Building Name (Common) Building Name (Historic) Francis Converse House Street Address or Location 75 King's Highway North Town/City Westport \_Village County Fairfield Owner(s) Raymond A. Allen Jr. O Public Private PROPERTY INFORMATION Present Use: Residential Historic Use: Residential Accessibility to public: Exterior visible from public road? • Yes • No Interior accessible? O Yes • No If yes, explain \_\_\_\_\_ Style of building Colonial Revival Date of Construction ca. 1922 Material(s) (Indicate use or location when appropriate): Clapboard Asbestos Siding Brick ✓ Wood Shingle Asphalt Siding Fieldstone Board & Batten Stucco Cobblestone Aluminum Siding Concrete (Type \_\_\_\_\_ Cut Stone (Type \_\_\_\_ Structural System Wood Frame ☐ Post & Beam ☐ Balloon ☐ Load bearing masonry ☐ Structural iron or steel Other \_\_\_\_ Roof (Type) **✓** Gable Flat Mansard Monitor Sawtooth Gambrel Shed ☐ Hip Round Other (Material) Wood Shingle Roll Asphalt Tin. Slate Asphalt Shingle Built up Tile Other\_\_\_\_ Number of Stories: 2 Approximate Dimensions Structural Condition: Excellent Good Fair Deteriorated Exterior Condition: Excellent Good Fair Deteriorated Location Integrity: 
On original site O Moved When? Alterations? • Yes O No If yes, explain: Attached garage FOR OFFICE USE: Town #\_\_\_\_ Site # UTM\_ District: S NR If NR, Specify: Actual Potential

Surrounding Environment:  ☐ Open land ☐ Woodland ☐ Residential ☐ Commercial ☐ Industrial ☐ Rural ☐ High building density ☐ Scattered buildings visible from site  • Interrelationship of building and surroundings:  See Continuation Sheet  • Other notable features of building or site (Interior and/ or Exterior)  See Continuation Sheet  Architect Attributed to Charles E. Cutler ☐ Builder ☐  • Historical or Architectural importance:	Garden
Open land  Woodland  Residential  Commercial  Industrial  Rural  High building density  Scattered buildings visible from site  Interrelationship of building and surroundings:  See Continuation Sheet  Other notable features of building or site (Interior and/ or Exterior)  See Continuation Sheet  Architect Attributed to Charles E. Cutler  Builder  Historical or Architectural importance:	
Other notable features of building or site (Interior and/ or Exterior)  See Continuation Sheet  Architect Attributed to Charles E. Cutler  Historical or Architectural importance:	
Architect Attributed to Charles E. Cutler  * Historical or Architectural importance:	
Dunder	
• Sources:	
See Continuation Sheet	
Photographer PAL Date 10/4/20	011
View Negative on File	
Name Date	
Organization PAL	
Address 210 Lonsdale Avenue, Pawtucket, RI 02860	
Subsequent field evaluations:	
Threats to the building or site:	
✓ None known       ☐ Highways       ☐ Vandalism       ☐ Developers       ☐ Renewal       ☐ Prince of the pr	

COMMISSION ON CULTURE & TOURISM STATE HISTORIC PRESERVATION OFFICE

One Constitution Plaza, Second Floor, Hartford, CT 06103

## HISTORIC RESOURCE INVENTORY FORM

For Buildings and Structures

CONTINUATION SHEET

Item Number: \_\_\_\_ Date: October 2011

PAL, Pawtucket, RI 02860

75 King's Highway North, Westport, CT

Interrelationship of building and surroundings:

The building is sited on a level lot at the northwest corner of Kings Highway North and Nutmeg Lane (formerly Wright Street Extension). It is set back from the road and faces east. Box hedges run along the east boundary parallel to the road and partially obstruct views of the house. The west end of the property is densely populated with evergreens and deciduous trees. A driveway along the south edge of the property leads to an attached garage.

Other notable features of building or site (Interior and/or Exterior):

The building is a two-story, five-bay-by-two-bay, Colonial Revival style residence. The wood shingle-clad, side-gable roof has two brick chimneys evenly spaced across the ridge. The walls are clad in wood shingle with a wide entablature under the eaves. A one-story, one-bay ell is attached to the west end of the north elevation. The primary entrance is located in the center of the facade and contains a wood panel door covered by a storm door with a round arch transom and flanked by sidelights. The entry porch has a denticulated pediment supported by pairs of narrow columns. Windows consist of six-over-six, double-hung sash with simple entablatures. An attached, two-bay garage on the south elevation has arched recessed door openings with simple lintels supported by narrow columns. The garage is accessed by a breezeway with a small porch on the east elevation. The original plan of the house is intact. Alterations include enclosing the existing porch on the north elevation and minor replacement of exterior materials.

Historical or Architectural importance:

According to tax records Francis Converse House was constructed in 1922, and is possibly a Charles E. Cutler design. It is likely that it was built by Francis B. Converse, a designer who is listed as the resident in the 1923 directory. Converse, with his wife Ida B. Converse, remained in the house through the 1950s. In the 1954 directory, the property is listed as vacant. By 1965 the house had been bought by Allen A. Raymond, Jr., the Municipal Historian. Allen and his wife Barbara continues to live there.

#### Sources:

"Allen Raymond Honored on 88<sup>th</sup> Birthday," WestportNow.com, 2011. Cunningham, Jan. Kings Highway North HD NR. Hartford: CT Historical Commission, 1997; Sanborn Fire Insurance Maps. 1891-1940; Westport Directory (W.D.). Loveland, CO: US West Marketing Resources, 1991; W.D. Chicago, IL: Johnson Publishing Co., 1985; W.D. Providence, RI: C. DeWitt White Co., 1917-1918; W.D. New Haven: The Price & Lee Co., 1923-1974; Westport Assessor's Online Database, 2011.

FOR OFFICE USE ONLY

TOWN NO.: SITE NO.:

UTM: 18/\_/\_/\_/\_/\_
QUAD:

DISTRICT: NR: Actual

Potential

## COMMISSION ON CULTURE & TOURISM STATE HISTORIC PRESERVATION OFFICE

One Constitution Plaza, Second Floor, Hartford, CT 06103

## HISTORIC RESOURCE INVENTORY FORM

For Buildings and Structures

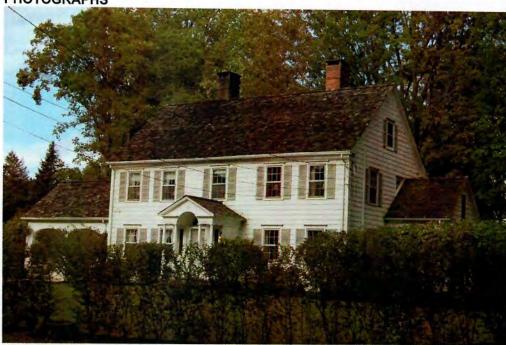
## **CONTINUATION SHEET**

Item Number: \_\_\_\_ Date: October 2011

PAL, Pawtucket, RI 02860

75 King's Highway North, Westport, CT

#### **PHOTOGRAPHS**



View of the east and north elevations.



View of the east elevation.

#### FOR OFFICE USE ONLY

TOWN NO.: SITE NO.: UTM: 18/\_\_/\_/\_/\_/\_

QUAD: DISTRICT:

NR: Actual

Potential

## COMMISSION ON CULTURE & TOURISM STATE HISTORIC PRESERVATION OFFICE

One Constitution Plaza, Second Floor, Hartford, CT 06103

## HISTORIC RESOURCE INVENTORY FORM

For Buildings and Structures

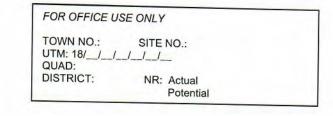
**CONTINUATION SHEET** 

Item Number: \_\_\_\_

Date: October 2011

PAL, Pawtucket, RI 02860

75 King's Highway North, Westport, CT





View of the east elevation of the attached garage.

CONNECTICUT HISTORICAL COMMISSION

59 South Prospect Street, Hartford, CT 06106

HISTORIC RESOURCES INVENTORY FORM

For Buildings and Structures

**CONTINUATION SHEET** 

Item number: \_\_\_\_\_

PAL, Pawtucket, RI 02860

June 2000

Address: 75 Kings Highway North

Name: Francis Converse House

NR District: Kings Highway North Historic

District

Local District: Kings Highway North Historic

District

Neg No.: 31:37

HRS ID No.: 0436

