

HDC

ADMINISTRATIVE APPROVALS

October 02, 2024

- | | | |
|----|----------------------------|-----------------------|
| 1. | 31 Market Street | -Recommended Approval |
| 2. | 95 Daniel Street | -Recommended Approval |
| 3. | 37 Hanover Street | -Recommended Approval |
| 4. | 85 Daniel Street | -Recommended Approval |
| 5. | 11 Meeting House Hill Road | -Recommended Approval |
| 6. | 25 Penhallow Street | -Recommended Approval |
| 7. | 39 Holmes Court | -Recommended Approval |
| 8. | 491 Marcy Street | -Recommended Approval |
| 9. | 0 Congress Street | -Recommended Approval |

1. 31 Market Street

-Recommended Approval

Background: The applicant is seeking approval for work that has already been completed. Removing rubber roof and replacing with asphalt shingles, removing a wood trim board and replacing with a PVC material and the removal and replacement of the existing copper gutter.

Staff Comment: Recommended Approval

Stipulations:

1. _____
2. _____
3. _____















**SEACOAST ROOFING
& Exteriors
Jobs Done Right**

PO 2485, Seabrook, NH 03874

(603) 405-8884

vnastasia@roofinginnh.com

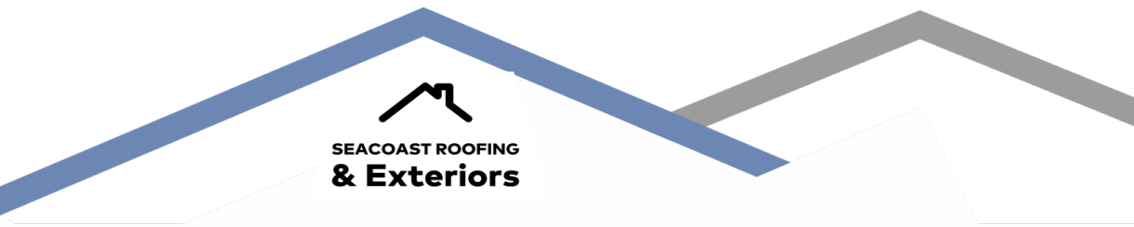
This Contract for Roofing and Exterior Services is made effective as of 6/05/2024 **THE CLIENT: MARK BRENNER, 31-33 MARKET ST, PORTSMOUTH, NH 03801 (603 234 4878), and THE CONTRACTOR: SEACOAST ROOFING & EXTERIORS, LLC OF PO 2485, SEABROOK, NEW HAMPSHIRE 03874.**

DESCRIPTION OF SERVICES. Beginning on or about 07/06/2024 OR TBD. SEACOAST ROOFING & EXTERIORS will provide the following exterior services (collectively, the "Services"): **FOR THE TIMELY & WORKMANLIKE COMPLETION OF THE WORK BELOW THE TIMELINE MAY BE AFFECTED BY WEATHER CONDITIONS, CHANGES IN THE SCOPE OF WORK, AND DELAYS IN RECEIVING MATERIALS AND PERMITS**

WORK DESCRIPTION	PRICE
<p style="text-align: center;">DAY 1</p> <p>SLATE ROOF - NO REPLACEMENT CUSTOMER WANTS TO REPLACE CHIPPED SLATE PIPE BOOT IN SLATE FIELD COPPER HIP AND COPPER RIDGE 70 L/FT 1 CHIMNEY, COPPER FLASHING INTO STANDING SEAM COPPER</p>	<p style="text-align: center;">LIFT IS NECESSARY \$1695 PER DAY (1 DAY RENTAL)</p> <p style="text-align: center;">LABOR AND MATERIALS \$6485</p>
<p style="text-align: center;">DAY 2</p> <p>INSTALL NEW EPDM RUBBER ROOF</p>	<p style="text-align: center;">\$10,925 INCLUDES 1 CHIMNEY 1 PIPE BOOT INCLUDES PERMIT, LABOR, MATERIALS, DUMPSTER</p> <p style="text-align: center;">TOTAL PROJECT \$19,105</p>
	<p style="text-align: center;">CLIENT TO PROVIDE ACCESS TO TOILET FOR CREW</p>

WORK TO BE PERFORMED (NEW ASPHALT ROOF INSTALLATION, AS APPLICABLE):

- REMOVAL OF OLD ROOF: WE WILL REMOVE THE OLD SHINGLES, UNDERLAYMENT, AND ANY DAMAGED DECKING. THE DEBRIS WILL BE DISPOSED OF PROPERLY.
- INSPECTION OF DECKING: WE WILL INSPECT THE DECKING FOR ANY DAMAGE OR ROT. IF NECESSARY, WE WILL REPLACE ANY DAMAGED DECKING TO ENSURE A SOLID BASE FOR THE NEW ROOF.
- INSTALLATION OF UNDERLAYMENT: WE WILL INSTALL A LAYER OF UNDERLAYMENT OVER THE DECKING TO PROVIDE A MOISTURE BARRIER.
- INSTALLATION OF ICE AND WATER SHIELD: WE WILL INSTALL ICE AND WATER SHIELDS IN THE VALLEYS AND ALONG THE EAVES TO PROTECT AGAINST WATER DAMAGE. 6 FT ON THE EAVES, 1.5 FT ON THE RAKES, SKYLIGHTS WILL BE WRAPPED IN ICE SHIELD. ANY PENETRATIONS WILL BE WRAPPED IN AN ICE SHIELD. WE INSTALL 3 FEET OF ICE AND WATER IN THE VALLEYS.
- INSTALLATION OF DRIP EDGE: WE WILL INSTALL DRIP EDGES ALONG THE EAVES AND RAKE EDGES TO PROVIDE A CLEAN FINISHED LOOK AND PREVENT WATER INFILTRATION.
- INSTALLATION OF FLASHING: WE WILL INSTALL FLASHING AROUND ALL PENETRATIONS AND ROOF-TO-WALL TRANSITIONS TO PREVENT WATER INFILTRATION.
- INSTALLATION OF ASPHALT SHINGLES: WE WILL INSTALL NEW ASPHALT SHINGLES ACCORDING TO MANUFACTURER SPECIFICATIONS, INCLUDING PROPER NAILING TECHNIQUES AND PLACEMENT.
- INSTALLATION OF RIDGE VENT: WE WILL INSTALL A RIDGE VENT ALONG THE PEAK OF THE ROOF TO ENSURE PROPER VENTILATION. (IF APPLICABLE)
- CHIMNEY RE-FLASHING (IF APPLICABLE)



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- **FINAL INSPECTION:** AFTER THE ROOF IS COMPLETE, OUR TEAM WILL PERFORM A FINAL INSPECTION TO ENSURE THAT ALL WORK WAS DONE TO OUR HIGH STANDARDS AND THAT THE SITE IS CLEAN AND FREE OF DEBRIS.

WORK TO BE PERFORMED (NEW RUBBER ROOF INSTALLATION, AS APPLICABLE):

- **Site Assessment:** Conduct a thorough inspection of the existing roof to determine its condition and identify any potential issues that may affect the installation. Evaluate the structure's suitability for a rubber roof installation, considering factors such as roof slope, drainage systems, and existing flashing details. Take accurate measurements of the roof area to determine the quantity of materials required.
- **Material Procurement:** Source high-quality rubber roofing materials from reputable suppliers, ensuring they meet industry standards and specifications. Coordinate with the client to finalize the choice of rubber roofing product, considering factors such as color, thickness, and warranty options.
- **Preparatory Work:** Remove the existing roofing materials, including shingles, underlayment, and flashing, as necessary. Inspect the roof deck for any signs of damage or decay. Repair or replace damaged sections to ensure a solid and even substrate for the rubber roof installation. Clean the roof surface thoroughly, removing debris, dirt, and loose particles to ensure proper adhesion of the rubber membrane.
- **Roofing System Installation:** Install an appropriate underlayment, such as a high-quality synthetic or self-adhering rubberized underlayment, to provide an additional layer of protection against moisture. Install drip edge and edge flashing along the perimeter of the roof to prevent water intrusion and create a neat finish. Apply a layer of adhesive or use mechanical fasteners to secure the rubber membrane to the roof deck, following the manufacturer's guidelines and specifications. Carefully roll out the rubber membrane, ensuring it is aligned correctly and without any wrinkles or bubbles. Seam the rubber membrane using the recommended adhesive or heat-welding techniques, creating a watertight seal between adjoining sections. Install any necessary flashing elements, such as pipe boots, vents, skylights, or chimneys, to ensure proper waterproofing and integration with the rubber roof system. Inspect the entire roof surface for any defects, ensuring proper adhesion and sealing of all seams and flashing details.
- **Cleanup and Finalization:** Remove all debris and waste materials from the worksite, ensuring a clean and safe environment. Conduct a final inspection of the installed rubber roof, checking for potential issues and ensuring the project meets industry standards and client expectations.

ALL WORK IS TO BE PERFORMED AT THE PROPERTY OF **THE CLIENT** (the "work site") at THE PROPERTY OF THE CLIENT

SCOPE OF WORK

FINAL INSPECTION: AFTER THE ROOF IS COMPLETE, OUR TEAM WILL PERFORM A FINAL INSPECTION TO ENSURE THAT ALL WORK WAS PERFORMED TO OUR HIGH STANDARDS AND THAT THE SITE IS CLEAN AND FREE OF DEBRIS

- SEACOAST ROOFING & EXTERIORS shall provide all labor and materials, to do the described services on the client's property.
- The work will be performed Monday through Saturday, statutory holidays excluded, unless the parties mutually agree otherwise, provided that the Services will be performed only if weather conditions are favorable.

WORK SITE. The client hereby authorizes SEACOAST ROOFING & EXTERIORS to commence and complete the usual and customary excavation and grading on the Work. The work will be performed from Monday to Saturday, excluding statutory holidays. complete the Roofing Work, the site may be required in the SEACOAST ROOFING & EXTERIORS judgment. Unless called for in the drawings or specifications, no landscaping, finish grading, filling, or excavation is to be performed at the Work Site by SEACOAST ROOFING & EXTERIORS.

EXTRAS (DISCLOSED IF EVER REQUIRED):

- DUMPSTER (ACCORDING TO ROOF SIZE).....**INCLUDED IF APPLICABLE**
- EXTRA DUMPSTER WT (IF REQUIRED):.....**PRICED BY WEIGHT OF OVERAGE**
- PIPEBOOTS.....**INCLUDED IF APPLICABLE**
- VENTS**INCLUDED IF APPLICABLE**
- CHIMNEY FLASHING.....**INCLUDED, IF APPLICABLE**

OPTIONAL:

- METAL VALLEYS.....**PRICED BY REQUEST**



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ADDITIONAL WORK CHARGES (IF DETERMINED REQUIRED OR APPLICABLE)

- IF THE ROOF HAS MORE THAN ONE LAYER OF SHINGLES, ADDITIONAL SHINGLE LAYERS WILL COST \$40 PER SQUARE.
- IF THE ROOF HAS MORE THAN ONE LAYER OF RUBBER, ADDITIONAL LAYERS WILL COST \$50 PER SQUARE.
- REPLACEMENT OF BARN BOARD: \$8/FT
- RIP CEDAR WOOD SHAKE: \$55/SQ
- STEP FLASHING X \$35/FT
- SKIRT FLASHING X \$35/FT
- PVC X \$20/FT
- PRIMED PINE \$20/FT
- NONFINGER JOINTED TRIM \$25/FT
- SKYLIGHT INSTALL LABOR **PRICED BY REQUEST**
- ANY REFRAMING OR CARPENTRY AT \$200 PER HR PLUS MATERIALS.....**IF REQUIRED**
- NEW SKYLIGHTS W/FLASHING KIT INCLUDED.....**PRICED BY REQUEST**
- 30% RESTOCKING CHARGE ON ALL MATERIAL RETURNS DUE TO ANY CLIENT CANCELLATION
- ADDITIONAL MATERIALS AS NECESSARY AT 15% OVER COST

IF ROT is discovered and the resheathing roof is required & mandatory. In that case, **the client** agrees and acknowledges the following to be applicable and will be in addition to the standard new roof installation price:

REPLACEMENT OF PLYWOOD (normally \$100 per sheet for plywood & and installation – 3.125 sheets of plywood are required per sq.) Any rot must be addressed for proper workmanship to occur without exception.

If the installation requires the tear up of siding and to be reflashed, an additional charge of \$40.00 per linear ft plus materials is applicable. If rot in the rakes, soffit, fascia, corners, or trim is discovered and requires replacement, an additional charge of \$20.00 per linear foot is applicable. If any existing materials are compromised, the client agrees to the cost of replacing the necessary to allow the installation to be completed properly.

PAYMENT. Project Payment of the TOTAL COST shall be made to SEACOAST ROOFING & EXTERIORS, SEABROOK, New Hampshire 03874 between **the client** agrees to pay in installment payments:

- 1ST INSTALLMENT: (50% OF TOTAL) to be paid **IMMEDIATELY** upon the contract signing.
- 2ND INSTALLMENT: (25% OF TOTAL) to be paid **IMMEDIATELY** upon START OF OLD ROOF RIP
- 3RD INSTALLMENT: (15% OF TOTAL) to be paid **IMMEDIATELY** upon START OF NEW ROOF
- 4TH INSTALLMENT: (10% OF TOTAL) to be paid **IMMEDIATELY** upon COMPLETION OF THE JOB

- **Payments are in cash, personal, company, certified bank check, or credit card (3.75% service charge for credit cards). If payment is by personal or company check or credit card, the work may not commence until your funds have cleared our bank.**

Suppose no installment is not paid when due. In that case, interest will be added to and payable on all overdue amounts at 12 percent per year, or the maximum percentage allowed under applicable laws, whichever is less between **the client** to pay all collection costs, including reasonable attorney fees. In addition to any other right or remedy provided by law, if **the client** fails to pay for the Services when due, SEACOAST ROOFING & EXTERIORS has the option to treat such failure to pay as a material breach of this Contract and may cancel this Contract and seek legal remedies. SEACOAST ROOFING & EXTERIORS shall be entitled to prompt payment in full when the work described in the Contract has been performed. If, after SEACOAST ROOFING & EXTERIORS had declared the work to be satisfactorily performed and Buyer claims that work remains to be done, Buyer agrees to make prompt payment on the Contract amount, less only an amount needed to complete the work claimed yet to be done by Buyer. Upon completion of the remaining work, SEACOAST ROOFING & EXTERIORS immediately be paid the remaining balance due. SEACOAST ROOFING & EXTERIORS shall have the right to stop work and keep the job idle if any progress is not made as required. In the event Buyer does not pay SEACOAST ROOFING & EXTERIORS according to agreed terms, SEACOAST ROOFING & EXTERIORS may add a monthly service charge to the balance owed of (2½%) per month.

PERMITS. And **THE CONTRACTOR** shall apply for and obtain such permits and regulatory approvals as may be required by the local municipal/county government, the cost thereof shall be included as part of the Payment to and SEACOAST ROOFING & EXTERIORS under this Contract.

INSURANCE. and SEACOAST ROOFING & EXTERIORS shall maintain general liability, workers' compensation, and builder's risk insurance by the state's minimum requirements throughout the Services. and SEACOAST ROOFING & EXTERIORS provide **the client** with proof of insurance upon the request of the client.

SURVEY AND TITLE. between **the client** will indicate the property lines to SEACOAST ROOFING & EXTERIORS and provide boundary stakes by a licensed land surveyor if the client doubts the property boundaries.



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CHANGE ORDERS. between **the client** may make changes to the scope of the work from time to time during the term of this Contract. However, any such change or modification shall only be made by written "Change Order" signed by both parties. Such Change Orders shall become part of this Contract. between **the client** agrees to pay any increase in the cost of the Roofing work because of a Change Order. In the event the cost of a Change Order is not known at the time a Change Order is executed, SEACOAST ROOFING & EXTERIORS shall estimate the cost thereof and **the client** shall pay the actual cost if it is more than the estimated cost.

SEACOAST ROOFING & EXTERIORS RESPONSIBILITIES. SEACOAST ROOFING & EXTERIORS shall complete the work under the terms and specifications of the contract. The work shall be completed in a timely fashion substantially and skillfully. If scaffolding or swing staging is needed to do this work, it will be furnished by SEACOAST ROOFING & EXTERIORS unless otherwise agreed to in writing. All material is guaranteed to be as specified. SEACOAST ROOFING & EXTERIORS shall provide a transferable product warranty for the roofing materials and accessories. SEACOAST ROOFING & EXTERIORS shall also provide a Workmanship warranty as agreed. SEACOAST ROOFING & EXTERIORS shall obtain all necessary building permits if needed.

CLIENTS' RESPONSIBILITIES. Unless otherwise specified, SEACOAST ROOFING & EXTERIORS' price is based upon the Client's representations that no conditions are preventing SEACOAST ROOFING & EXTERIORS from proceeding with the usual installation procedures for the material required under this Contract. The Client represents that personal effects, personal property, and plants will be relocated or trimmed before the beginning of work so that SEACOAST ROOFING & EXTERIORS has free access to portions of the premises where the work is to be done. The buyer will also clear all gutters, downspouts, and valleys of leaves, debris, or obstruction. The Client authorizes SEACOAST ROOFING & EXTERIORS and its applicator crew permission to use the Client's electricity for work to be completed under this contract with SEACOAST ROOFING & EXTERIORS. The Client further understands that as a precautionary measure, all pictures and wall accessories that are not securely fastened should be removed until all work has been completed. The Client also understands that debris will likely come in through the attic during a roof installation and that it is the buyer's responsibility to protect it if it is used as storage. The buyer shall carry premises liability insurance. If necessary, for the work, the Client shall secure permission to work on or over adjoining property at no cost to SEACOAST ROOFING & EXTERIORS. The Client agrees to be responsible and hold SEACOAST ROOFING & EXTERIORS harmless and accept any risk from access through adjacent properties. The Client grants SEACOAST ROOFING & EXTERIORS and its employees the right to perform contracted services during daylight hours Monday through Saturday between 7 AM and 7 PM unless otherwise specified.

ACCESS. between **THE CLIENT** allows free access to work areas for workers and vehicles and will allow areas for the storage of materials and debris. Driveways will be kept clear for the movement of vehicles during work hours. and SEACOAST ROOFING & EXTERIORS will make reasonable efforts to protect driveways, lawns, shrubs, and other vegetation.

NON-RESPONSIBILITY. SEACOAST ROOFING & EXTERIORS shall not be responsible for any damage occasioned by the Buyer or their agents, rain, windstorm, Acts of God, or other causes beyond the control of SEACOAST ROOFING & EXTERIORS. SEACOAST ROOFING & EXTERIORS is not liable for any negligence or misuse by the Buyer or any other party. Except through negligence, SEACOAST ROOFING & EXTERIORS is not liable for damage to interior fixtures, drywall, plaster, wall construction, decorations, or to other parts of the premises or its contents. Further, SEACOAST ROOFING & EXTERIORS shall have no responsibility for correcting any existing structural defects that may be recognized during the work. SEACOAST ROOFING & EXTERIORS are not responsible for work done by others, existing structure defects, material furnished by the Client, dry rot, or code violations.

DISPUTES. It is specifically understood and agreed between the parties hereto that in the event of a dispute over any of the terms, conditions, or clauses contained herein, they shall have full and exclusive jurisdiction and venue over the parties and the subject matter. This Contract shall be construed by and governed by the laws of the State of New Hampshire. The Client shall be responsible for any collection costs or applicable attorney fees. The Client warrants that this contract is signed without any reliance upon any representations or promises or SEACOAST ROOFING & EXTERIORS or its agents except as is specifically written on this contract, and that no such promises or representations have been offered as an inducement for signing. The parties agree that this Contract constitutes the entire agreement and understanding.

ARBITRATION. Any controversies or disputes arising from or relating to this Contract shall be resolved by binding arbitration by the then-current Commercial Arbitration Rules of the American Arbitration Association. The parties shall select a mutually acceptable arbitrator knowledgeable about issues relating to the subject matter of this Contract. In the event the parties are unable to agree to such a selection, each party will select an arbitrator and the two arbitrators in turn shall select a third arbitrator, all three of whom shall preside jointly over the matter. The arbitration shall occur at a reasonably centrally located location between the parties or otherwise mutually agreed upon by the parties. All documents, materials, and information in the possession of each party that are in any way relevant to the dispute shall be made available to the other party for review and copying no later than 30 days after the notice of arbitration is



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served. The arbitrator(s) shall not have the authority to modify any provision of this Contract or to award punitive damages. The arbitrator(s) shall have the power to issue mandatory orders and restraint orders in connection with the arbitration. The decision rendered by the arbitrator(s) shall be final and binding on the parties, and judgment may be entered in conformity with the decision in any court having jurisdiction. The arbitration agreement shall be specifically enforceable under the prevailing arbitration law. During the continuance of any arbitration proceeding, the parties shall continue to perform their respective obligations under this Contract.

MISCELLANEOUS PROVISIONS. All unused material shall remain the property of SEACOAST ROOFING & EXTERIORS. Buyer agrees that this contract may be assigned by SEACOAST ROOFING & EXTERIORS to our qualified subcontractor. This contract shall bind and obligate to the parties' heirs, successors, or assigns. This Contract and Agreement for Credit, if any, shall constitute the entire agreement between the parties. Any prior agreements or representations not expressly set forth herein have no force or effect.

TERM. This Contract will terminate automatically upon completion by, and SEACOAST ROOFING & EXTERIORS of the Services required by this Contract.

WARRANTY. SEACOAST ROOFING & EXTERIORS shall provide its services and meet its obligations under this Contract in a timely and workmanlike manner, using knowledge and recommendations for performing the services which meet generally acceptable standards in and SEACOAST ROOFING & EXTERIORS' community and region and will provide a standard of care equal to, or superior to, care used by Contractor's like and SEACOAST ROOFING & EXTERIORS on similar projects. and SEACOAST ROOFING & EXTERIORS' warranty shall be limited to defects in workmanship within the scope of work performed by SEACOAST ROOFING & EXTERIORS which arise and become known from the date hereof.

WE OFFER A LIFETIME WORKMANSHIP WARRANTY and SEACOAST ROOFING & EXTERIORS agree to repair any roof leaks under normally anticipated weather conditions. Ice damming is not a normally anticipated condition. Damage done through no fault of SEACOAST ROOFING & EXTERIORS is not warranted by SEACOAST ROOFING & EXTERIORS. All said defects in the material are not warranted by SEACOAST ROOFING & EXTERIORS. SEACOAST ROOFING & EXTERIORS hereby assigns to **THE Client** all warranties on materials as provided by the manufacturer of such materials and SEACOAST ROOFING & EXTERIORS' warranty shall be limited to defects in workmanship within the scope of work performed by and SEACOAST ROOFING & EXTERIORS

COMPLETION OF SERVICES. Upon the completion of the roofing services by SEACOAST ROOFING & EXTERIORS, SEACOAST ROOFING & EXTERIORS shall see to **THE CLIENT'S** property is restored to the condition that it was in before any work completed by SEACOAST ROOFING & EXTERIORS, and SEACOAST ROOFING & EXTERIORS shall see to it that all portions used by SEACOAST ROOFING & EXTERIORS during the term of this Contract shall be broom clean and free of debris.

DEFAULT. The occurrence of any of the following shall constitute a material default under this Contract:

- a. The failure to make the required payment when due.
- b. The insolvency or bankruptcy of either party. The subjection of either party's property to any levy, seizure, general assignment for the benefit of creditors, application, or sale for or by any creditor or government agency. The failure to make available or deliver the Services in the time and manner provided in this Contract.

REMEDIES. In addition to any other rights a party may have available according to law, if a party defaults by failing to substantially perform any provision, term, or condition of this Contract (including without limitation the failure to make a monetary payment when due), the other party may terminate the Contract by providing written notice to the defaulting party. This notice shall describe in sufficient detail the nature of the default. The party receiving such notice shall have 7 days from the effective date of such notice to cure the default(s). Unless waived by the party providing notice, the failure to cure the default(s) within such period shall automatically terminate this Contract.

ENTIRE AGREEMENT. This Contract contains the parties' entire agreement, and there are no other promises or conditions in any other agreement, whether oral or written, concerning this Contract's subject matter. This Contract supersedes any prior written or oral agreements between the parties.

SEVERABILITY. If any provision of this Contract will be held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court finds that any provision of this Contract is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.

AMENDMENT. This Contract may be modified or amended in writing if the writing is signed by the party obligated under the amendment.

GOVERNING LAW. This Contract shall be construed by the laws of the State of New Hampshire.

NOTICE. Any notice or communication required or permitted under this Contract shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the address outlined in the opening paragraph or to such other address as one party may have furnished to the other in writing.



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WAIVER OF CONTRACTUAL RIGHT. The failure of either party to enforce any provision of this Contract shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Contract.

ADVERTISING. The buyer grants SEACOAST ROOFING & EXTERIORS the right to display advertising signs on the premises during the thirty (30) days following the completion of the work. The Client further gives SEACOAST ROOFING & EXTERIORS permission to take pictures or video of the premises before and after project completion for use in SEACOAST ROOFING & EXTERIORS advertising. The buyer grants SEACOAST ROOFING & EXTERIORS the right to use any correspondence directed to SEACOAST ROOFING & EXTERIORS concerning the work in SEACOAST ROOFING & EXTERIORS advertising promotion.

APPROVAL OF CONTRACT. This contract must be approved by SEACOAST ROOFING & EXTERIORS to be binding. If this Contract is not approved by SEACOAST ROOFING & EXTERIORS, any payment made hereunder shall be refunded to the Buyer. This Contract shall be null and void and of no force or effect. The Client may cancel this transaction before midnight, the second business day after the transaction date. Cancellations after the second business day may incur a fee if any actions have been taken to order materials or any costs have been paid by SEACOAST ROOFING & EXTERIORS. A charge of 50% of the total contract may be applicable for late cancellations.

SIGNATORIES. This Agreement shall be signed on behalf of the client by its agent and on behalf of SEACOAST ROOFING & EXTERIORS by Vincenzo Nastasia, Director, and effective as of the date first above written. The Client has seen, acknowledges, and accepts this agreement in its entirety.

DocuSigned by:
CLIENT: *Mark Brenner*
By: DB9AFC99F83C4FD...

MARK BRENNER

DocuSigned by:
SEACOAST ROOFING & EXTERIORS, LLC
Vincenzo A. Nastasia
By: 9AB77713F829493...

VINCENZO A. NASTASIA



2. 95 Daniel Street

-Recommended Approval

Background: The applicant is seeking approval for a small rear 1-story addition to the structure.

Staff Comment: Recommended Approval

Stipulations:

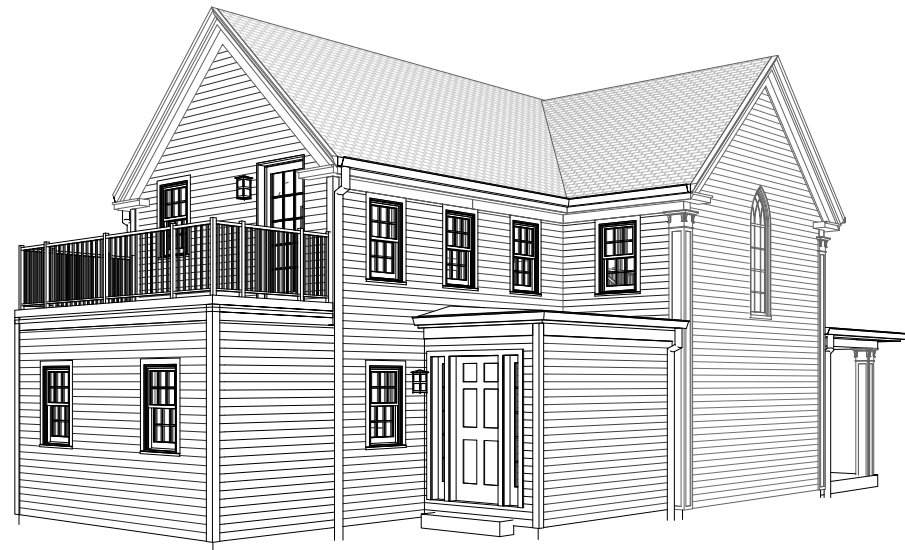
1. _____
2. _____
3. _____

95 DANIEL STREET

HISTORIC DISTRICT COMMISSION ADMINISTRATIVE APPROVAL - OCTOBER 2024

PROPOSED WORK CHANGES:

- 1-STORY ADDITION ADDED TO REAR ENTRY OF BUILDING
- REMOVAL OF EXISTING ENTRY DOOR ON SOUTH ELEVATION
- REMOVAL OF PREVIOUSLY APPROVED DOOR AND WINDOW ON EAST ELEVATION
- RELOCATION OF WINDOW ON WEST ELEVATION
- ADDITION OF COPPER GUTTERS AND DOWNSPOUTS



1 REAR PERSPECTIVE



95 DANIEL STREET
PORTSMOUTH, NH 03801

95(RIGHT) DANIEL STREET (ABOVE)



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95 DANIEL STREET

PORTSMOUTH, NH 03801

COVER

HISTORICAL DISTRICT COMMISSION - ADMINISTRATIVE
APPROVAL OCTOBER 2024

4 Market Street
Portsmouth, New Hampshire
603.430.0274

brought to you by
McHENRY ARCHITECTURE



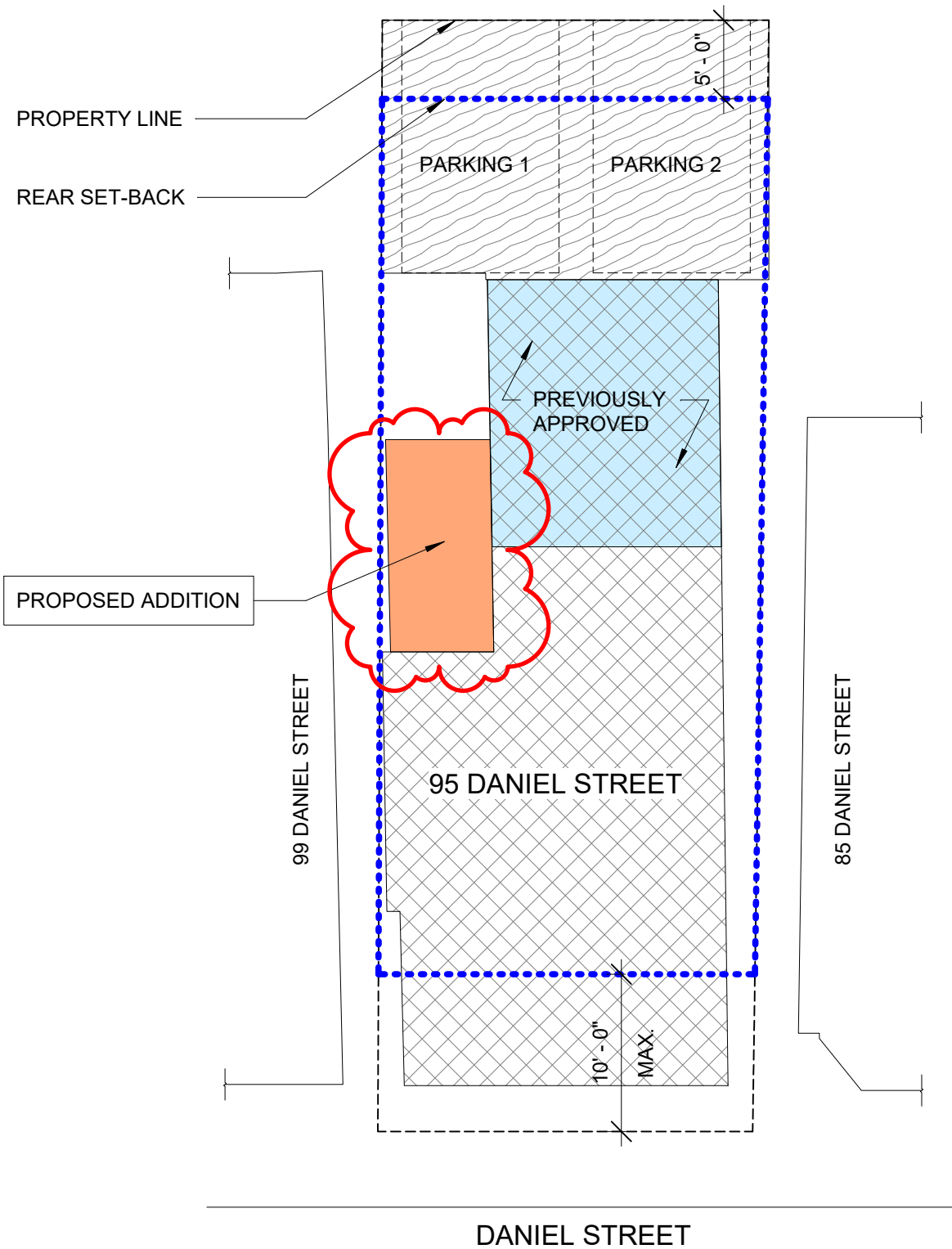
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09/12/2024

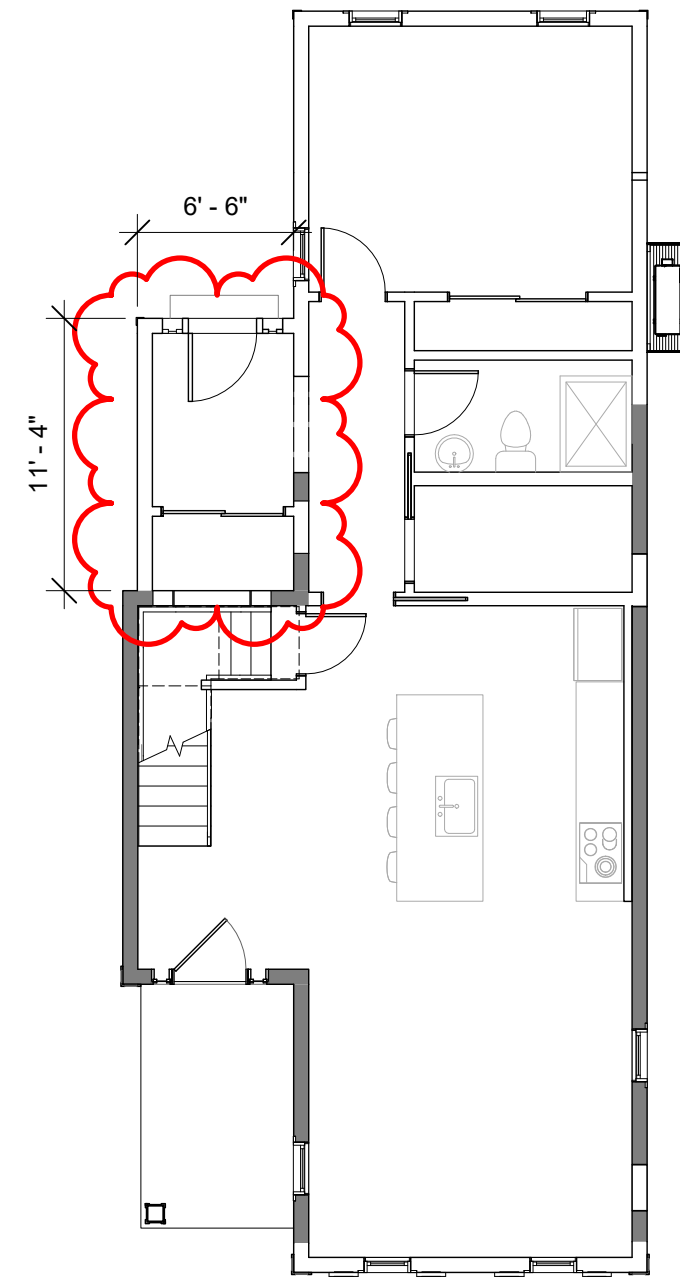
McHA: EKW/MG

Project Number: 22061

NOT TO SCALE



1 PROPOSED SITE PLAN
1" = 10'-0"



2 FIRST FLOOR PLAN - ADDITION
1/8" = 1'-0"

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PORTSMOUTH, NH 03801

PROPOSED ADDITION
HISTORICAL DISTRICT COMMISSION - ADMINISTRATIVE
APPROVAL OCTOBER 2024

4 Market Street
Portsmouth, New Hampshire
603.430.0274
brought to you by
McHENRY ARCHITECTURE



A1

09/12/2024
McHA: EKW/MG
Project Number: 22061
AS INDICATED

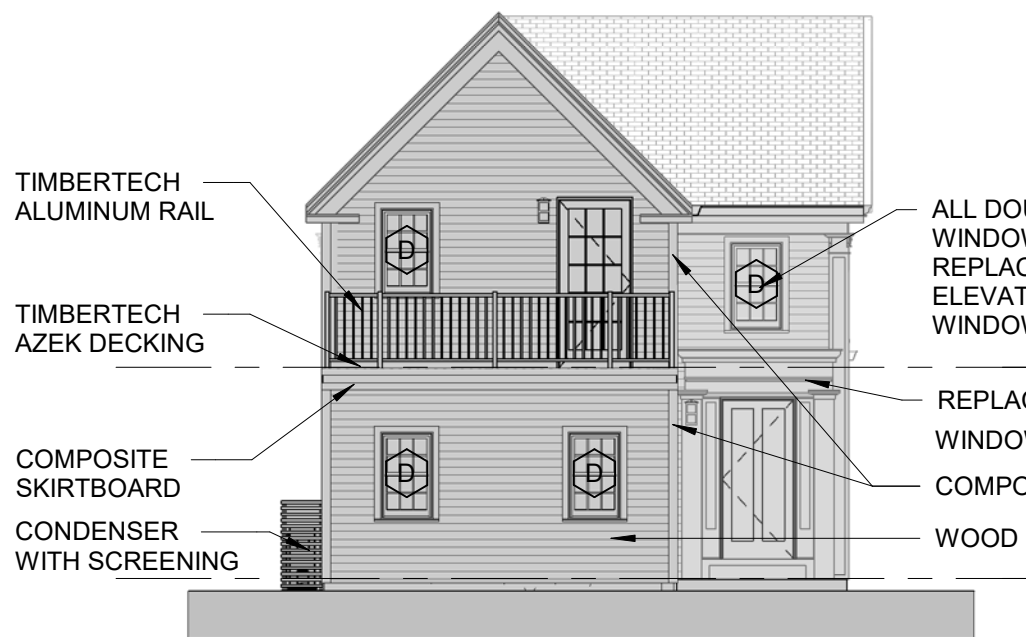
PREVIOUSLY APPROVED



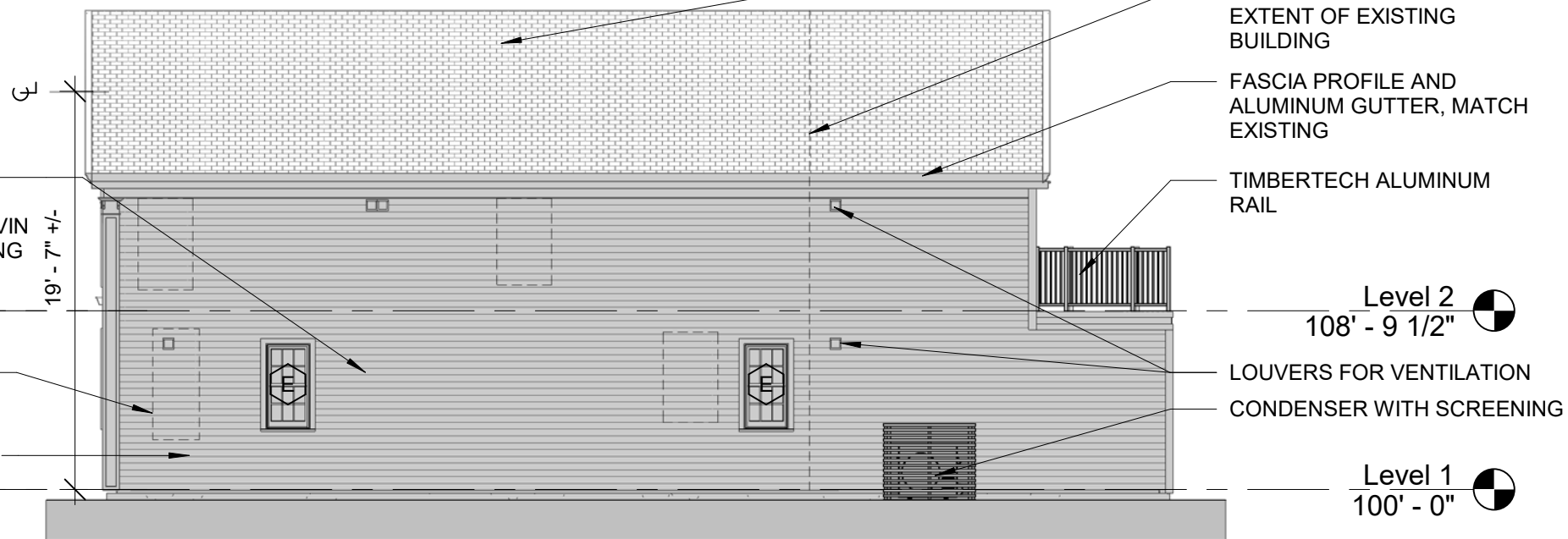
1 SOUTH ELEVATION
1/8" = 1'-0"



2 WEST ELEVATION
1/8" = 1'-0"



3 NORTH ELEVATION
1/8" = 1'-0"



4 EAST ELEVATION
1/8" = 1'-0"

© 2023 McHenry Architecture

99/95 DANIEL STREET

PORTSMOUTH, NH 03801

95 SCHEMATIC DESIGN

HISTORIC DISTRICT COMMISSION · PUBLIC HEARING
JANUARY 2024

McHENRY ARCHITECTURE

4 Market Street
Portsmouth, New Hampshire

A5

12/14/2023

McHA: EKW/MG

Scale: 1/8" = 1'-0"



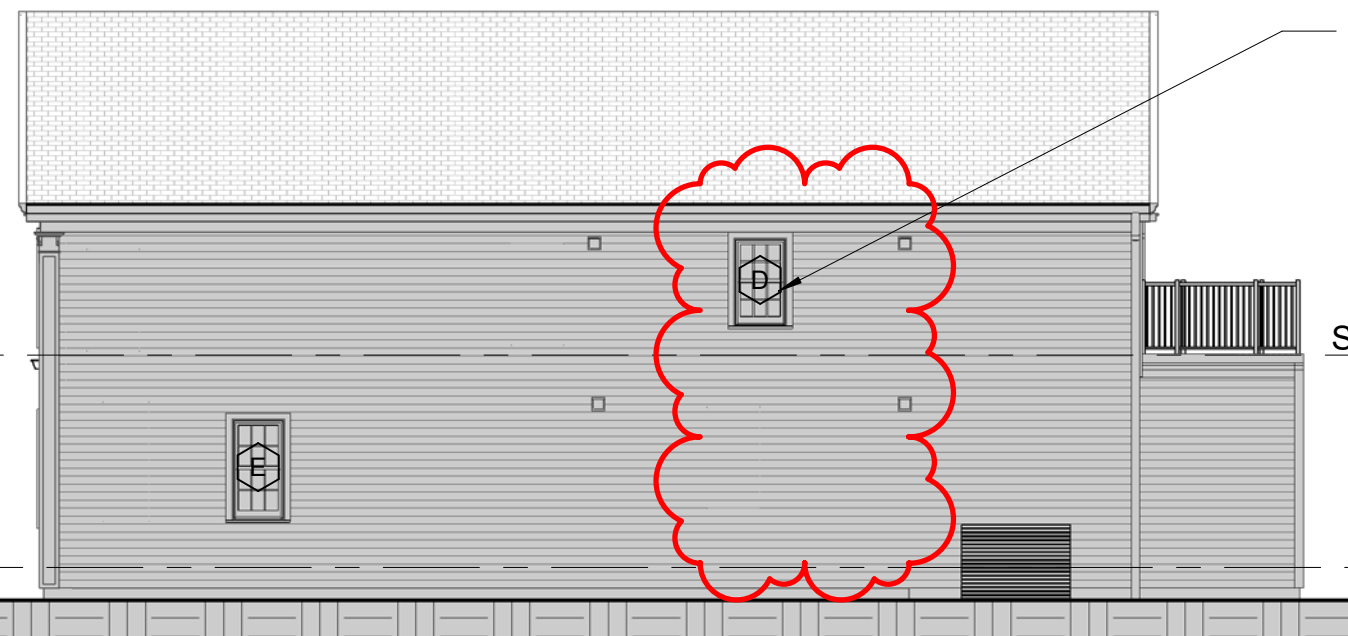
1 PROPOSED SOUTH ELEVATION
1/8" = 1'-0"



2 PROPOSED EAST ELEVATION
1/8" = 1'-0"

PROPOSED CHANGES:

- 1-STORY ADDITION ON REAR OF BUILDING TO PROVIDE ENTRY/MUDROOM SPACE.
- REMOVAL OF EXISTING REAR ENTRY DOOR AND ADJACENT "D" WINDOW.
- REMOVAL OF PREVIOUSLY APPROVED DOOR ON EAST ELEVATION
- RELOCATION OF "E" WINDOW ON WEST ELEVATION.
- RELOCATION OF LOUVERS FOR VENTILATION.
- ADDITION OF COPPER GUTTERS AND DOWNSPOUTS .



3 PROPOSED WEST ELEVATION
1/8" = 1'-0"

SECOND FLOOR
109' - 8"

FIRST FLOOR
100' - 10"

SECOND FLOOR
109' - 8"

FIRST FLOOR
100' - 10"

© 2024 Portsmouth Architects

95 DANIEL STREET

PORTSMOUTH, NH 03801

PROPOSED ADDITION

HISTORICAL DISTRICT COMMISSION · ADMINISTRATIVE
APPROVAL OCTOBER 2024

4 Market Street
Portsmouth, New Hampshire
603.430.0274

brought to you by
McHENRY ARCHITECTURE



A2

09/12/2024

McHA: EKW/MG

Project Number: 22061

Scale: 1/8" = 1'-0"

3. 37 Hanover Street -Recommended Approval

Background: The applicant is seeking approval for the installation of an aluminum gutter system on the front and side of the structure.

Staff Comment: Recommend Approval

Stipulations:

1. _____
2. _____
3. _____



Option to add a gutter here provided in a separate section.

May 8, 2024 at 11:18:44 AM



White aluminum "k" style gutter

4. 85 Daniel Street

-Recommended Approval

Background: The applicant is seeking approval for changes to the approved rear porch and stair design.

Staff Comment: Recommend Approval

Stipulations:

1. _____
2. _____
3. _____

85 DANIEL STREET RENOVATIONS AND ADDITION

HISTORIC DISTRICT COMMISSION ADMINISTRATIVE APPROVAL - OCTOBER 2024

PROPOSED WORK CHANGES:

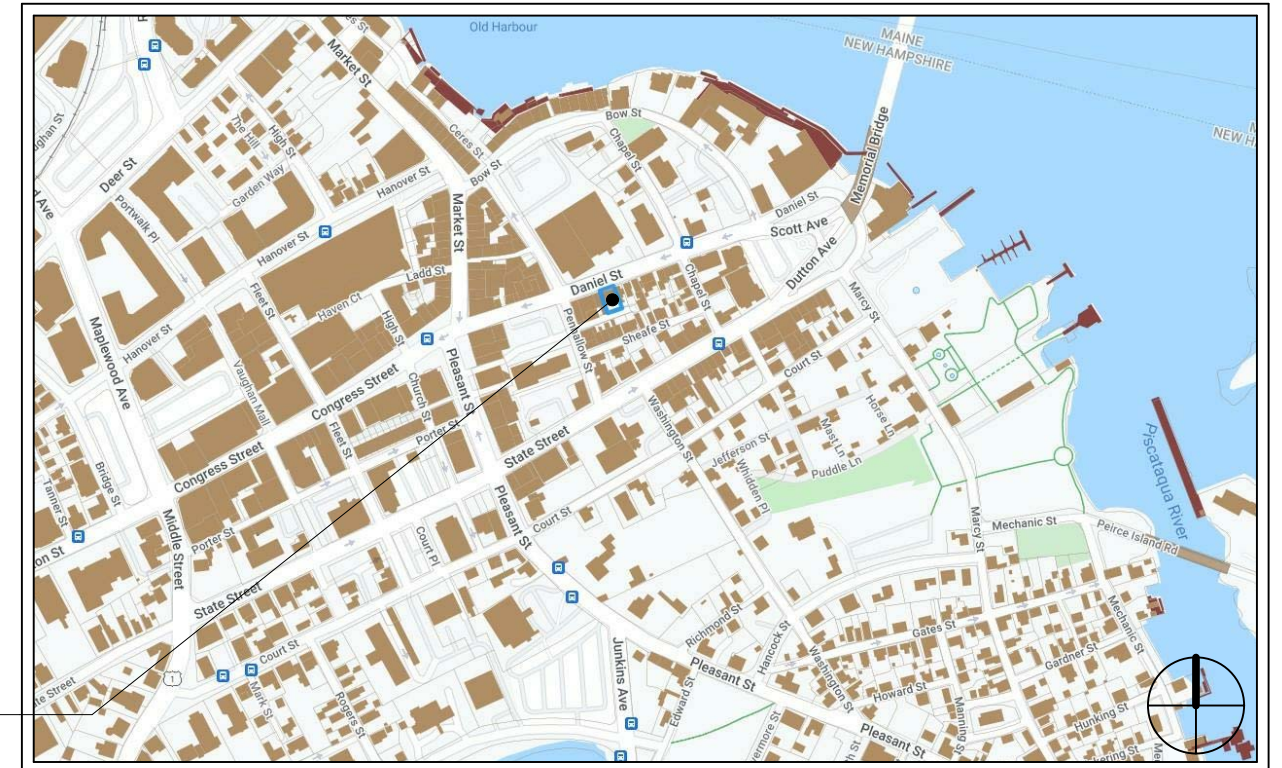
- PREVIOUSLY APPROVED REAR ENTRY HAS BEEN CONSTRUCTED WITH A SINGLE POST FOR STRUCTURAL INTEGRITY OF THE ROOF.
- THE STAIR HAS BEEN CONSTRUCTED TO BE THE FULL WIDTH OF THE PORCH RATHER THAN THE CODE MINIMUM AS PREVIOUSLY APPROVED.

HDC - SHEET LIST

Sheet Number	Sheet Name
C	COVER
A1	PREVIOUSLY APPROVED
A2	AS-BUILT CONDITIONS



RENDERING HAS NOT BEEN UPDATED FOR THIS SUBMISSION TO REFLECT THE CHANGES PROPOSED



85 DANIEL STREET
PORTSMOUTH, NH 03801

© 2024 McHenry Architecture

85 DANIEL STREET APARTMENTS

85 DANIEL STREET
PORTSMOUTH, NH 03801

COVER

HISTORIC DISTRICT COMMISSION ADMINISTRATIVE
APPROVAL - OCTOBER 2024

McHENRY ARCHITECTURE

4 Market Street
Portsmouth, New Hampshire

C

09/03/2024

McHA: RD / MG

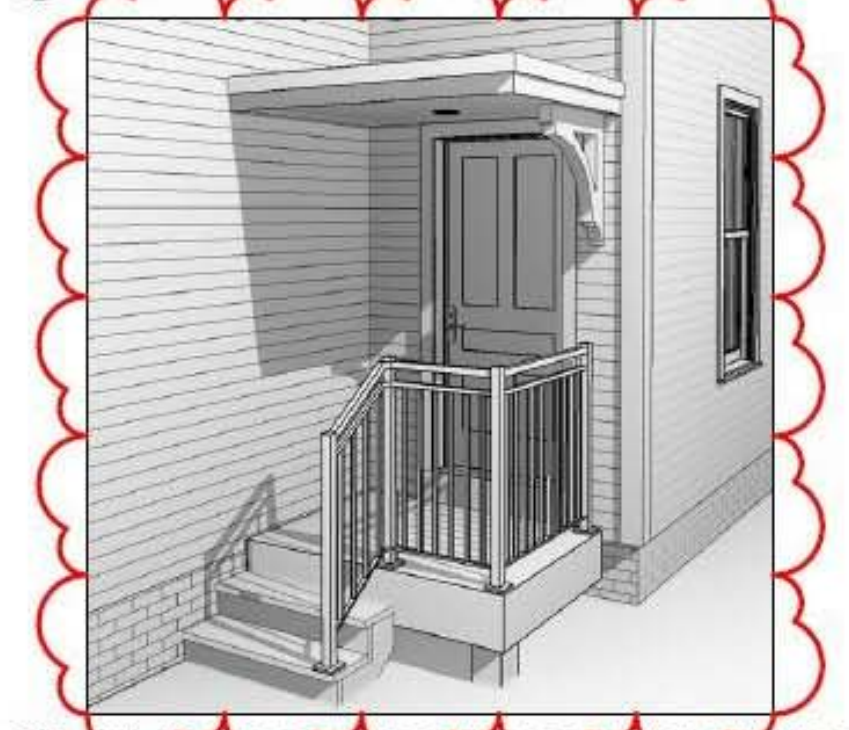
NOT TO SCALE

Locus

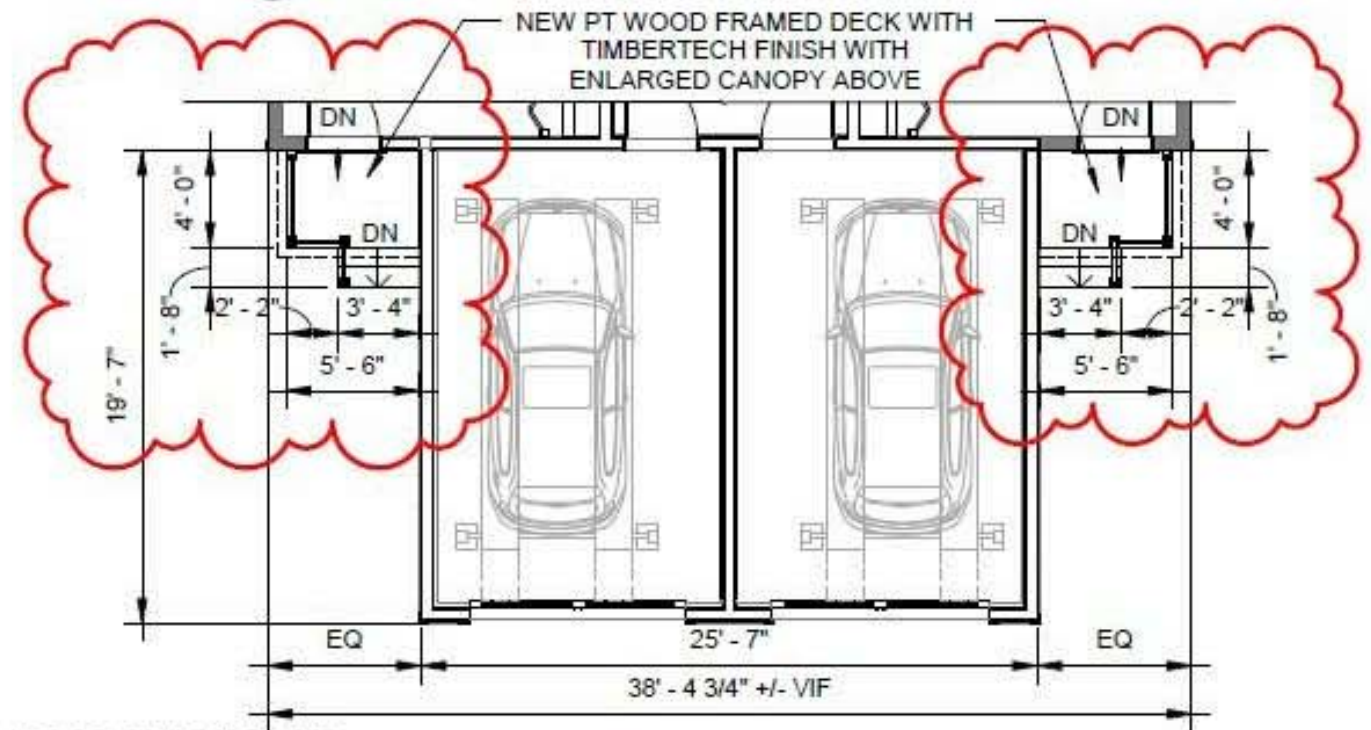


1 SOUTH ELEVATION (CUSTOM HOUSE LANE)
1/8" = 1'-0"

2 WEST ELEVATION (RIGHT SIDE YARD)
1/8" = 1'-0"



3 ENLARGED PERSPECTIVE OF ENTRY CHANGE



4 REAR ENTRY PLAN
1/8" = 1'-0"

- SCOPE OF REAR ENTRY CHANGES (AREAS BUBBLED IN RED):
- BOTH ENTRIES INTO THE REAR OF THE BUILDING TO BE MODIFIED, SIMILAR AND MIRRORED TO ONE ANOTHER
 - CANOPY TO BE ENLARGED
 - COMPOSITE BRACKET (TBD) TO SWITCH HOST WALLS
 - DOOR INTO GARAGE TO BE MOVED AND REPLACE WINDOW
 - NEW PT WOOD FRAMED DECK AND STAIRS WITH TIMBERTECH DECK BOARDS THAT WERE APPROVED AT THE MAY 2022 HISTORIC DISTRICT MEETING
 - BLACK TIMBERTECH IMPRESSIONS RAIL EXPRESS RAILING (36" HIGH) AT ENTRY DECK, MATCHED SECOND FLOOR DECK RAILING THAT WAS APPROVED AT THE MAY 2022 HISTORIC DISTRICT MEETING
 - MECHANICAL PENETRATIONS ARE TBD, PENETRATIONS SHOWN ARE FOR INTENT, ALL EXHAUST VENTS WILL BE PAINTED TO MATCH ADJACENT SIDING

© 2024 McHenry Architecture



PORCH ROOF IS SUPPORTED BY A SINGLE COMPOSITE WRAPPED WOOD POST

RAILING WAS ADJUSTED TO ACCOMMODATE STAIR CHANGE

STAIRS ARE FULL WIDTH OF PORCH



© 2024 McHenry Architecture

85 DANIEL STREET APARTMENTS

85 DANIEL STREET
PORTSMOUTH, NH 03801

AS-BUILT CONDITIONS

HISTORIC DISTRICT COMMISSION ADMINISTRATIVE
APPROVAL - OCTOBER 2024

McHENRY ARCHITECTURE

4 Market Street
Portsmouth, New Hampshire

A2

09/03/2024

McHA: RD / MG

AS INDICATED

5. 11 Meeting House Hill Road -Recommended Approval

Background: The applicant is seeking approval for the installation of hardscaping in the rear yard of the property.

Staff Comment: Recommended Approval

Stipulations:

1. _____
2. _____
3. _____

Nanda Hardscape Product Guide

11 Meeting House Hill Rd, Portsmouth, NH

Tumbled Bluestone Entry Courtyard:

Reuse of existing materials. Product varies in size and color. Tumbled edges give a softer, smoothed and aged appearance. Pieces vary in size up to 1.5' and 2" thick.



Upper Lounging Patio:

New paver patio to be LedgeStone 3 Pc. Pavingstones by Cambridge Pavers Inc. See attached spec sheets for additional information. Product color to be Limestone Quarry Blend to match surrounding materials in house and neighborhood. Pattern to be random.



Lower Kitchen / Dining Patio:

New natural stone patio to be Pattern Stock Bluestone. Product color to a full range color pallet to best blend with the surroundings and have a less formal feel. Pieces range in size from 12"x12" to 24"x24". Pieces to have a thermal finish for non-slip.



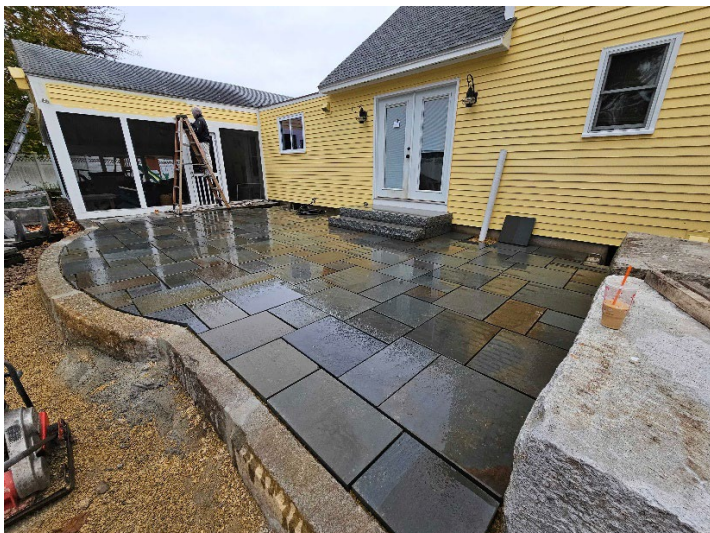
Granite Stoop:

Add granite stop at backdoor for safety and comfort. Granite to match existing. Salt and pepper with a split edge and thermal top. Stoop to be 3' deep and 7" tall.



Antique Curbing:

Curbing is needed to flatten the upper and lower patios. Curbing to provide a single step down into Kitchen/Dining space. Antique curbing to match neighborhood aesthetics. Product to have varying lengths and to be mortared at the seams.



THE SHERWOOD COLLECTION

SHAPES



LEDGESTONE™
3 PC.
DESIGN KIT

Sizes:

- 9 3/32 x 13 5/8**
- 9 3/32 x 9 3/32**
- 4 17/32 x 9 3/32**

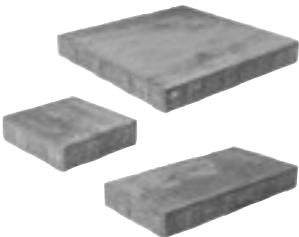


4 1/2 x 9

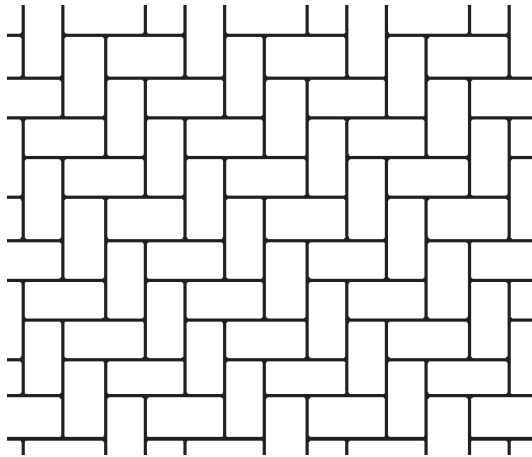
(4 17/32 x 9 3/32)

*Also sold separately.
 A perfect border choice.*

LEDGESTONE™
9 x 9, 9 x 18
& 18 x 18
DESIGN KIT



Note: 18 x 18 Also Sold Separately.



Pattern DSL-003: 4 1/2 x 9 (100%)

The Ledgestone 3-Pc. Design Kit
OUR BEST SELLER 8 YEARS RUNNING!

The kit is a combination of three extra-large, square and rectangular, modular shapes with prominent, bluestone-like clefts on their surfaces. The sizes of the pavingstones in the kit can be also used with 18 x 18 Ledgestone.



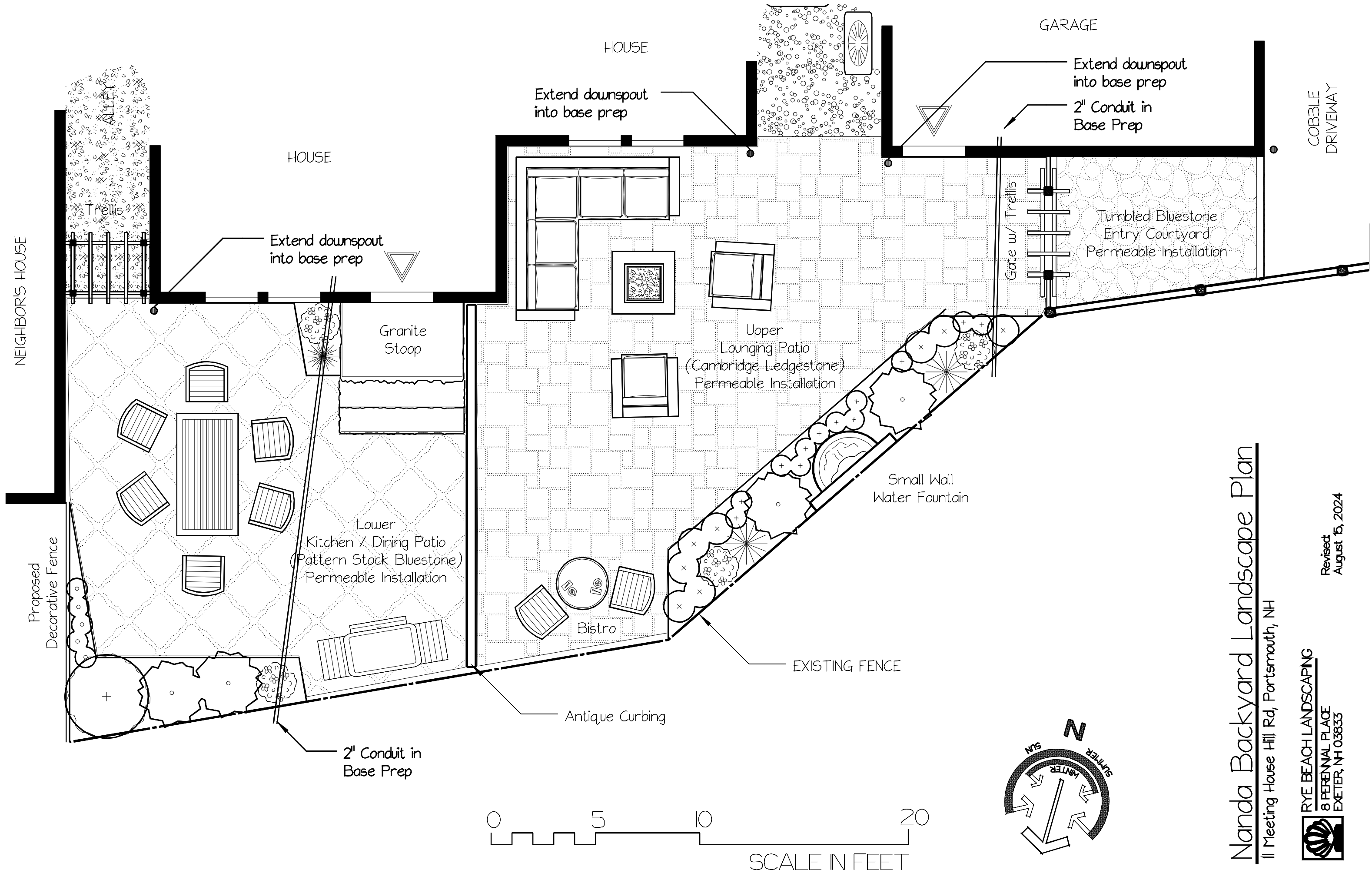
NOTE: THE LEDGESTONE 3-PC. DESIGN KIT IS INSTALLED RANDOMLY WITH NO SET PATTERN.



NOTE: THE LEDGESTONE 9 X 9, 9 X 18 & 18 X 18 DESIGN KIT IS INSTALLED RANDOMLY WITH NO SET PATTERN.







NEIGHBOR'S HOUSE

HOUSE

HOUSE

GARAGE

COBBLE DRIVEWAY

Extend downspout into base prep

Extend downspout into base prep

2" Conduit in Base Prep

Extend downspout into base prep

Gate w/ Trellis

Tumbled Bluestone Entry Courtyard Permeable Installation

Granite Stoop

Upper Lounging Patio (Cambridge Ledgestone) Permeable Installation

Small Wall Water Fountain

Lower Kitchen / Dining Patio (Pattern Stock Bluestone) Permeable Installation

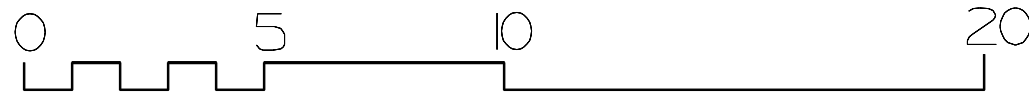
Bistro

EXISTING FENCE

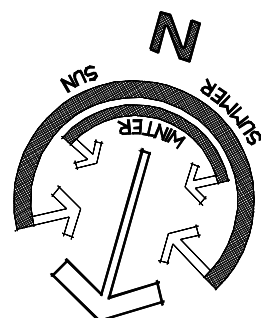
Antique Curbing

2" Conduit in Base Prep

Proposed Decorative Fence



SCALE IN FEET



Nanda Backyard Landscape Plan

11 Meeting House Hill Rd, Portsmouth, NH



Revised August 15, 2024



6. 25 Penhallow Street

-Recommended Approval

Background: The applicant is seeking approval for the installation of HVAC equipment (condenser) with screening.

Staff Comment: Recommended Approval

Stipulations:

1. _____
2. _____
3. _____

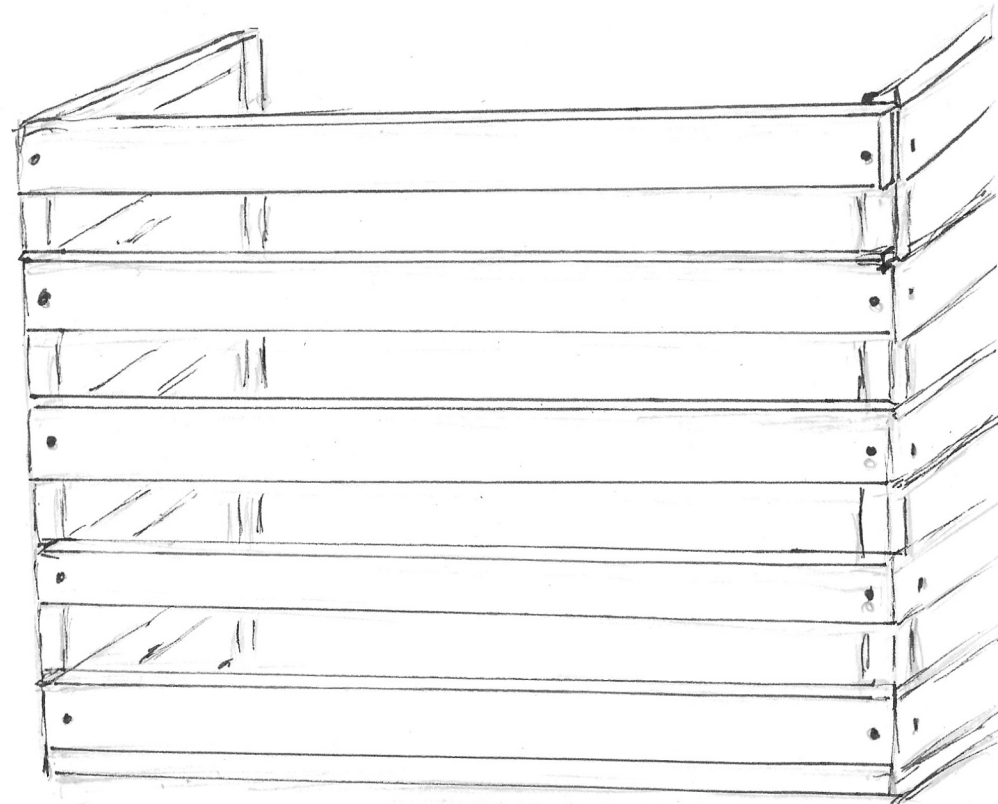
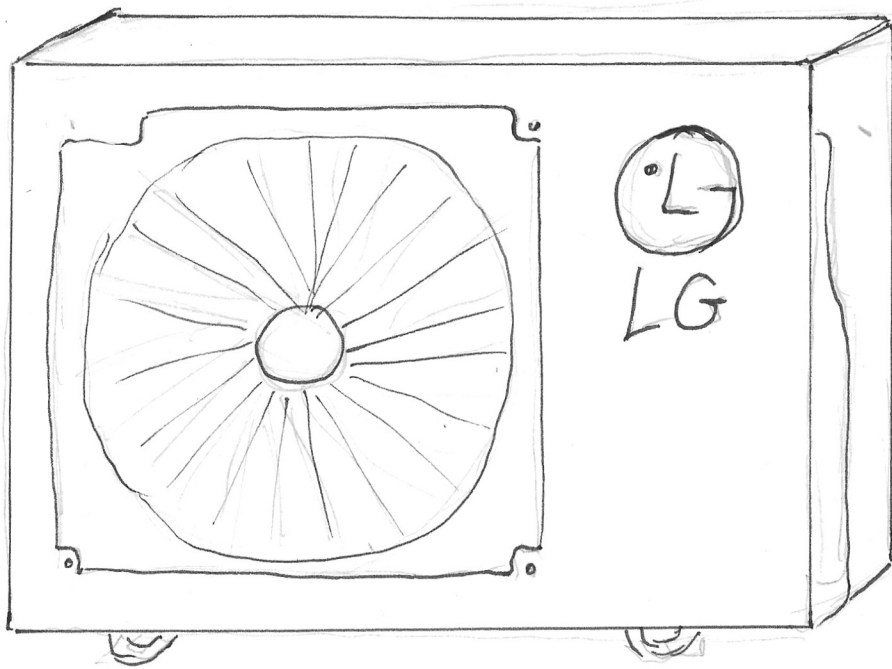


25 PENHALLOW STREET PORTSMOUTH, NH

6 BTU - LGRED Degrees He

I am requesting approval to install an LG condenser unit to be placed between my two upstairs windows on the back side of my brick carriage house. See top right photo. The area is not visible from any street and my direct abutters asked me to hang it there. The location affords easy access to the electrical panel and shorter runs of cabling and drain, which will lessen impact of the mechanicals.

The upper left photo shows a condenser above the staging, which is visible from the street and my back windows. The lower photo shows an array of condensers atop the roof at 15 Penhallow Street. Heat pumps are now being encouraged in our warming Northeast as being more efficient and less detrimental to the environment.



Proposed Condenser Screening with Slats

7. 39 Holmes Court -Recommended Approval

Background: The applicant is seeking approval for a change to the previously approved windows (Green Mountain) and for a rescue balcony as needed by life-safety code.

Staff Comment: Recommended Approval

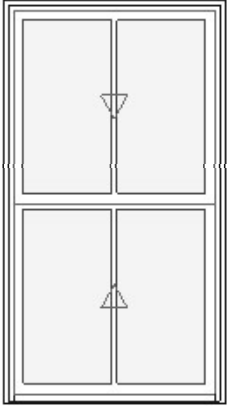
Stipulations:

1. _____
2. _____
3. _____

LINE ITEM QUOTES

The following is a schedule of the windows and doors for this project. For additional unit details, please see Line Item Quotes. Additional charges, tax or Terms and Conditions may apply. Detail pricing is per unit.

Line #1	Mark Unit: A (verify qty)	Net Price:		820.48
Qty: 5		Ext. Net Price:	USD	4,102.40



As Viewed From The Exterior

Entered As: CN
MO 34" X 60"
CN 3460
FS 33 1/2" X 59 3/4"
RO 34 1/2" X 60 1/4"
Egress Information
 Width: 30 3/8" Height: 24 31/32"
 Net Clear Opening: 5.27 SqFt
Performance Information
 U-Factor: 0.28
 Solar Heat Gain Coefficient: 0.28
 Visible Light Transmittance: 0.48
 Condensation Resistance: 56
 CPD Number: MAR-N-272-01534-00001
Performance Grade
 Licensee #783
 AAMA/WDMA/CSA/101/ I.S.2/A440-08
 LC-PG40 1054X1924 mm (42X76.8 in)
 LC-PG40 DP +40/-40
 FL6525

Stone White Exterior
 White Interior
 Elevate Double Hung
 CN 3460
 Rough Opening 34 1/2" X 60 1/4"
 Top Sash
 Stone White Exterior
 White Interior
 IG
 Low E2 w/Argon
 Stainless Perimeter and Spacer Bar
 7/8" SDL - With Spacer Bar - Stainless
 Rectangular - Special Cut 2W1H
 Stone White Ext - White Int
 Bottom Sash
 Stone White Exterior
 White Interior
 IG
 Low E2 w/Argon
 Stainless Perimeter and Spacer Bar
 7/8" SDL - With Spacer Bar - Stainless
 Rectangular - Special Cut 2W1H
 Stone White Ext - White Int
 White Weather Strip Package
 1 Oil Rubbed Bronze Sash Lock
 Exterior Aluminum Half Screen
 Stone White Surround
 Bright View Mesh
 4 9/16" Jambs
 Nailing Fin
 ***Note: Divided lite cut alignment may not be accurately represented in the OMS drawing. Please consult your local representative for exact specifications.
 ***Note: Unit Availability and Price is Subject to Change

Initials required

Seller: _____

Buyer: _____

Line #2	Mark Unit: AT tempered	Net Price:		1,029.95
Qty: 1		Ext. Net Price:	USD	1,029.95



Stone White Exterior
 White Interior
 Elevate Double Hung
 CN 3460
 Rough Opening 34 1/2" X 60 1/4"
 Glass Add For All Sash
 Top Sash
 Stone White Exterior
 White Interior
 IG
 Tempered Low E2 w/Argon
 Stainless Perimeter and Spacer Bar
 7/8" SDL - With Spacer Bar - Stainless



PROPOSED EAST ELEVATION



PROPOSED NORTH ELEVATION

ATTIC SUB-FLOOR

2ND FLOOR SUB-FLOOR

1ST FLOOR SUB-FLOOR

AIR SOURCE HEAT PUMP

BASEMENT SLAB

MEMBRANE ROOF WITH WHITE ALUM. DRIP EDGE

COPPER VENT COWL FOR RANGE HOOD

The center window scales at 5'6" tall and 2'6" wide.

The landing is 3'0" deep (decking) 31 1/2" from wall to inside of railing. The width is 9'9" which allows the required landing to the side of the opening per Portsmouth Fire Department guidelines.

The purpose of this size and design is to contain the landing within and above the soffit and fascia on the main roof line. Given that the landing is roughly 25' above grade the majority of it will be unseen from grade.

8. 491 Marcy Street

-Recommended Approval

Background: The applicant is seeking approval for the removal of a chimney on the structure in conjunction with a re-roofing project.

Staff Comment: Recommended Approval

Stipulations:

1. _____
2. _____
3. _____

Friday, September 13, 2024

Dear Historic District Commission,

We are writing to request **Administrative Approval** for the removal of a disused chimney at our home at 491 Marcy Street, located within the Historic District.

The Portsmouth Historical Survey (1982–83) estimated its construction around 1820. Our research, based on property deeds and resources from the Portsmouth Athenaeum, traces the history back to at least the 1840s. Over the years, the house has undergone several renovations and structural changes, including the removal of the original center chimney stack, which is now only visible in the dirt-floor basement and in the original wide plank floors where fireplaces once stood. This was replaced with two smaller chimneys, likely at the time a two-storey extension was added to the rear of the property.

The taller chimney on the left elevation suffered extensive fire damage many years ago and now urgently requires repointing. This chimney is in use and vents our forced hot air system, powered by an oil furnace in the basement.

The shorter chimney on the right elevation is no longer in use and was demolished at the basement level many years ago. We believe this chimney collapsed at some point, and it is now capped at the roofline with loose stones, leans significantly and has loose bricks and missing mortar, posing a significant safety risk to our family and our neighbors.

Our mason, Tyler Conroy of Millstone Masonry, has recommended repointing the taller chimney on the left elevation using a historic lime mortar of matching color to stabilize it and removing the remaining structure of the shorter chimney on the right elevation below the roofline to allow for wood framing and roofing to be applied in place of the chimney. This work would be completed before the installation of a new asphalt roof and skylights in the adjacent rear gables, as previously approved by the HDC per plans on file in the Planning Department.

The taller chimney on the left elevation (in use, to remain) is partially visible at a distance from Marcy Street. The shorter chimney on the right elevation (disused, to be removed) is below the roof ridge and partially visible at a distance from Holmes Court and not visible from Marcy Street. According to property deeds, Holmes Court was at one time a private street for access only for a small number of property owners and included a shared water well. Today, it provides vehicle access to three properties with Holmes Court addresses (33, 39, and 43) and two Marcy Street homes (our home and 499).

We kindly request your approval to proceed with these necessary repairs to preserve and protect our home as preparations for our renovation project get underway.

With appreciation,

Charlie Barlow and Sean Conroy
Homeowners, 491 Marcy Street



Charlie Barlow <charlesjbarlow@gmail.com>

Masonry repairs

1 message

Tyler Conroy <tconroy@millstonemasonry.com>
To: CharlesJBarlow@gmail.com, Sean-snconroy@gmail.com

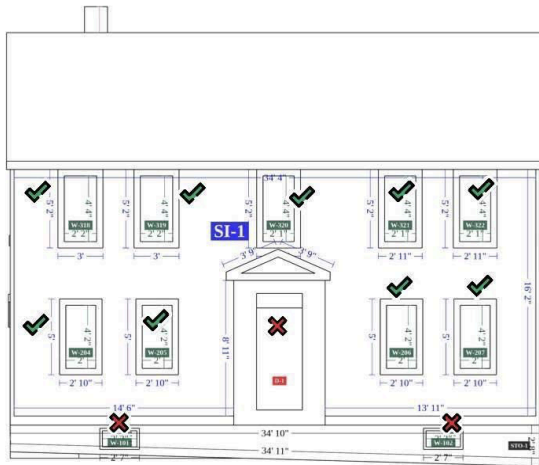
13 September 2024 at 07:32

Good morning,

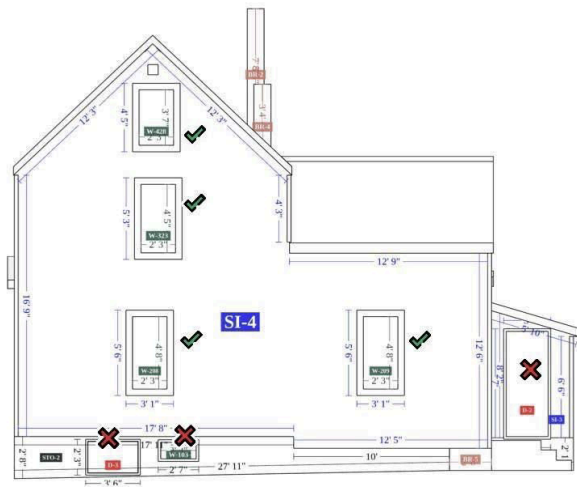
After inspecting the two chimneys located at [491 Marcy st Portsmouth](#), I have the following recommendations for repair. The tall chimney (in use) should be repointed using a historic lime mortar of matching color. This channel will also need to be re-flashed using lead.

Second chimney is non functional and has been partially torn down by previous owner and capped off. This chimney should be removed below roofline to allow for wood framing and roofing to be applied in place of the chimney.

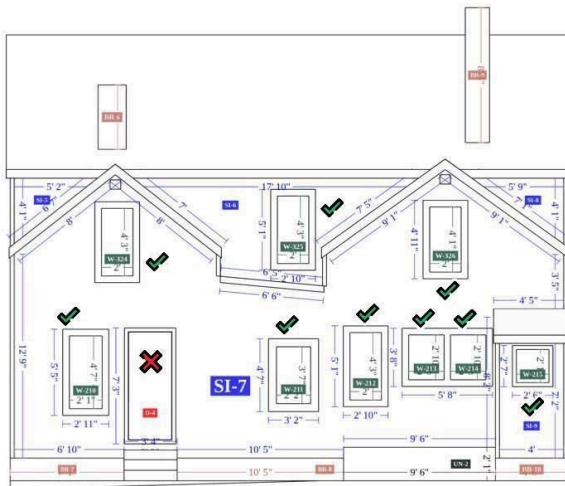
-Tyler Conroy
Millstone masonry
603 9739219



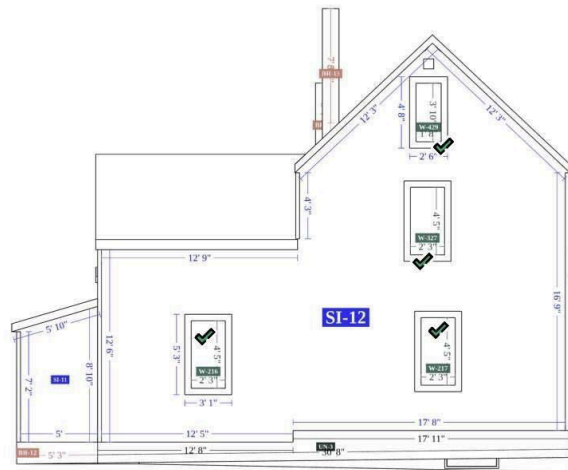
FRONT ELEVATION
Marcy Street



RIGHT SIDE ELEVATION
Holmes Court



REAR ELEVATION
Marcy Street



LEFT SIDE ELEVATION

These elevations are provided to show the relative visibility of the chimneys from different viewpoints.



Image #1. TALLER CHIMNEY AT LEFT ELEVATION, photo taken from rear
In use, to be repointed with historic mortar of matching color



Image #2. SHORTER CHIMNEY AT RIGHT ELEVATION, photo taken from rear
Disused, to be removed



Image #3. EXISTING FRONT ELEVATION
VIEW FROM MARCY STREET, no chimneys visible



Image #4. EXISTING LEFT ELEVATION
VIEW FROM MARCY STREET, taller chimney (to remain) visible



Image #5. EXISTING RIGHT AND REAR ELEVATIONS
VIEW FROM HOLMES COURT, MARCY STREET AT FAR LEFT, both chimneys visible



Image #6. EXISTING RIGHT ELEVATION
VIEW FROM HOLMES COURT, shorter chimney (to be removed) visible

9. 0 Congress Street

-Recommended Approval

Background: The applicant is seeking approval for the installation of exterior signage.

Staff Comment: Recommended Approval

Stipulations:

1. _____
2. _____
3. _____



Sign 1



- Raised metal OVERLAND letters painted in Sherwin Williams 6076 Turkish Coffee.
- Letters are 8”h x 72”w (area sq ft 4)
- Aluminum backer w/stud mounted installation.
- Painting background white to match the building store front.
- Awnings to be removed and holes patched and painted.
- Metal spikes on window ledge to be removed.





SIGN 2

- 2-sided blade 15”h x 40”w (area sq ft 4.16) with mountain logo
- Hanging from hooks of existing bracket, rectangle shape, with texture.
- Mountain top protrudes slightly above sign.
- Sign color Brown. SW Turkish Coffee.
- Raised letters, mountain, ESTABLISHED 1973 and lines – color white / HOS ivory
- 1-piece carving, MDO backer
- HDU core with 2 hanging eye hooks.





SIGN 3

- 2-sided blade sign 18”h x 48”w (area sq ft 6) with mountain logo
- Hanging from hooks of existing bracket, rectangle shape, with texture.
- Mountain top protrudes slightly above sign.
- Sign color Brown. SW Turkish Coffee.
- Raised letters, mountain, ESTABLISHED 1973 and lines – color white / HOS ivory
- 1-piece carving, MDO backer
- HDU core with 2 hanging eye hooks.

