



HISTORIC PRESERVATION COMMISSION

Marc Elrich
County Executive

Robert K. Sutton *Chairman*

Date: September 20, 2022

MEMORANDUM

TO: Mitra Pedoeem
Department of Permitting Services

FROM: Dan Bruechert
Historic Preservation Section
Maryland-National Capital Park & Planning Commission

SUBJECT: Historic Area Work Permit #1006150 - Roof Replacement

The Montgomery County Historic Preservation Commission (HPC) has reviewed the attached application for a Historic Area Work Permit (HAWP). This application was **Approved** by HPC .

The HPC staff has reviewed and stamped the attached construction drawings.

THE BUILDING PERMIT FOR THIS PROJECT SHALL BE ISSUED CONDITIONAL UPON ADHERENCE TO THE ABOVE APPROVED HAWP CONDITIONS AND MAY REQUIRE APPROVAL BY DPS OR ANOTHER LOCAL OFFICE BEFORE WORK CAN BEGIN.

Applicant: Cynthia Tracy
Address: 10210 Kensington Pkwy, Kensington

This HAWP approval is subject to the general condition that the applicant will obtain all other applicable Montgomery County or local government agency permits. After the issuance of these permits, the applicant must contact this Historic Preservation Office if any changes to the approved plan are made. Once work is complete the applicant will contact Dan Bruechert at 301.563.3400 or dan.bruechert@montgomeryplanning.org to schedule a follow-up site visit.





HISTORIC PRESERVATION COMMISSION

HAWP #: _____ at: _____

submitted on: _____

has been reviewed and determined that the proposal fits into the following category/categories:

Repair or replacement of a masonry foundation with new masonry materials that closely match the original in appearance;

Installation of vents or venting pipes in locations not visible from the public right-of-way;

New gutters and downspouts;

Removal of vinyl, aluminum, asbestos, or other artificial siding when the original siding is to be repaired and/or replaced in kind;

Removal of accessory buildings that are not original to the site or non-historic construction;

Repair or replacement of missing or deteriorated architectural details such as trim or other millwork, stairs or stoops, porch decking or ceilings, columns, railings, balusters, brackets shutters, etc., with new materials that match the old in design, texture, visual characteristics, and, where possible materials, so long as the applicant is able to provide one extant example, photographic evidence, or physical evidence that serves as the basis for the work proposed;

Construction of wooden decks that are at the rear of a structure and are not visible from a public right-of-way;

Roof replacement with -compatible roofing materials, or with architectural shingles replacing 3-Tab asphalt shingles;

Installation of storm windows or doors that are compatible with the historic resource or district;

Repair, replacement or installation of foundation-level doors, windows, window wells, and areaways, or foundation vents, venting pipes, or exterior grills that do not alter the character-defining features and/or the historic character of the resource;

Construction of fences that are compatible with the historic site or district in material, height, location, and design;

Fence is lower than 48" in front of rear wall plane;

Construction of walkways, parking pads, patios, driveways, or other paved areas that are not visible from a public right-of-way and measure no more than 150 square feet in size;

Replacement of existing walkways, parking pads, patios, driveways, or other paved areas with materials that are compatible with the visual character of the historic site and district and that are no greater than the dimensions of the existing hardscape;

Construction of small accessory buildings no larger than 250 square feet in size that are not visible from the public right-of-way;

Installations of skylights on the rear of a structure that will not be visible from the public right-of-way, and would not remove or alter character-defining roof materials;

Installation of solar panels and arrays in locations that are not readily visible from the public right-of-way or that are designed so as to have a minimal impact on the historic resource or the historic district (e.g., systems that are ground-mounted in areas other than the front or side yard of a corner lot, located on accessory or outbuildings, on non-historic additions, or on rear facing roof planes);

Installation of car charging stations in any location on a property or in the right-of-way;

Installation of satellite dishes;

Removal of trees greater than 6" in diameter (d.b.h.) that are dead, dying, or present an immediate hazard.

Removal of trees greater than 6" in diameter (d.b.h.) in the rear of the property that will not impact the overall tree canopy of the surrounding district or historic site;

Replacement tree required as a condition; and,

Other minor alterations that may be required by the Department of Permitting Services post-Commission approval that would have no material effect on the historic character of the property.

Staff finds the proposal complies with Chapter 24A, the Secretary of the Interior's Standards for Rehabilitation, and any additional requisite guidance. Under the authority of COMCOR No. 24A.04.01, this HAWP is approved by T. Brueckert on _____. The approval memo and stamped drawings follow.

PLEASE ACCEPT THIS IMPORTANT INFORMATION USING OUR SAFE, FAST, FRIENDLY, "GREEN" PAPER-FREE SYSTEM!

In this document the words "I", "my" and "me" means the customer. "Company" means Long Fence and Home, LLLP. The words "we," "our," and "us" mean the customer and the Company together.

Simple and Safe Electronic Delivery of My Documents. By signing, I will receive my transaction documents electronically – they will be sent to my email. That means I have to have or be able to access, at my own expense, an Internet-connected device (such as a computer, smart phone or iPad) which meets the minimum requirements described below – and which will permit me to access and keep the transaction documents in an electronic format.

Getting A Paper Copy. I have the right to receive a paper copy of the transaction documents at no charge. If I would like paper copies, I can e-mail the Company at leapdocs@longroofing.com. I'll give the Company my name and mailing address and request a copy of my transaction documents.

If I Change My Mind – It's Easy to Withdraw My Consent. I can also contact the Company as described in the preceding paragraph to withdraw my consent to receive my transaction documents electronically. I'll give the Company my name, email and mailing address and state that I am withdrawing my consent to receive my transaction documents electronically.

Simple! To receive an electronic copy of my transaction documents, all I need to have is the following equipment and software:

- A personal computer or other device (such as a smartphone or tablet) that can access the Internet.
- A current internet web browser.
- Software that permits me to receive and access Portable Document Format or "PDF" files, such as Adobe Acrobat Reader®.

Keeping The Purchase Order To retain a copy of my transaction documents, my device must have the ability to download and store PDF files.

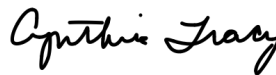
I AGREE TO USE LONG'S SAFE, FAST, FRIENDLY, "GREEN" PAPER-FREE SYSTEM!



Brett Gurowitz

09/03/2022

Date



Cynthia Tracy

09/03/2022

Date

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REVIEWED

By Dan.Bruechert at 4:48 pm, Sep 20, 2022

APPROVED

Montgomery County

Historic Preservation Commission



MHIC#51346
DC#420222000021
VA Class A Lic. #2705048183 / HIC
WVA#041015
Long Fence and Home, LLLP • 8530 Corridor Road
Savage, MD 20763
(800) 470-LONG • (240) 473-1400 • LongHP.com



By Long Fence and Home, LLLP

Cynthia Tracy
10210 Kensington Pkwy
Kensington MD 20895

(240) 483-2297
ctracy951@gmail.com

Date: 09/03/2022
Product Specialist: Brett Gurowitz
License Number: 112002

The Buyer(s) listed above hereby jointly and severally agree to purchase the goods and/or services listed herein, in accordance with the prices and terms described in this "Agreement."

Gutters & Downspouts Job Specifications

Gutter Type	5" Gutters
Gutter Approx. Length	130 LF
Gutter Color	80 Degree White
Downspout Type	2" x 3" Downspouts
Downspout Approx. Length	92 LF
Downspout Color	80 Degree White
Long Gutter Covers	130 LF
Long Gutter Covers Size	5"
Long Gutter Cover Color	White
Rain Diverter(s) Location	
Gutter Project Notes/Please Specify Areas Not To Be Completed	NA
Warranty	20 Year Transferable Warranty

Additional Details

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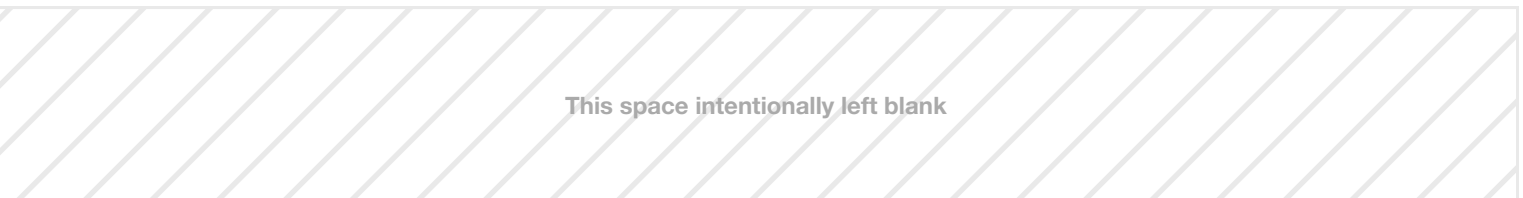
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Homeowner's Association Approval Required	NO
I do not belong to an HOA. I accept FULL responsibility for this project and authorize installation	
I confirm that the above information is accurate <u> CY </u>	
Preferred Method of Contact	Phone
Phone/Text/Email	2404832297
Total Purchase Price	\$30,942
Deposit with Order	\$3,094
Amount Due on Substantial Completion	\$0
Amount Financed	\$27,848
Form of Deposit	CC (Swiped/Dipped/Tapped)
The Estimated Date of Commencement Of The Work Is	3-5 Weeks
The Estimated Completion Date Is	3-5 Weeks
I am aware that the above dates are an ESTIMATE <u> CY </u>	
The Project Is Contingent Upon Obtaining	HOA Approval
THERE ARE NO ORAL AGREEMENTS <u> CY </u>	
Promotion Selected(Cannot be combined with other offers)	Cash Discount
Customer Promotion Acknowledgment <u> CY </u>	

It is agreed and understood by and between the parties that this Agreement, constitutes the entire understanding between the parties, and there are no verbal understandings, changing or modifying any of the terms of this Agreement. Buyer(s) hereby acknowledge that Buyer(s) has read Agreement and has received a completed, signed and dated copy of this Agreement, including the two accompanying Notice of Cancellation forms, on the date first written above. Buyer(s) acknowledge that they were orally informed of their right to cancel this transaction, and if this transaction occurred in Virginia, that Buyers(s) has received a completed Virginia Statement of Protections.



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Brett Gurowitz

Cynthia Tracy

Brett Gurowitz

Cynthia Tracy

09/03/2022

09/03/2022

Date

Date

You, the buyer, may cancel this transaction at any time prior to midnight of the third business day after the date of this transaction (or if a Maryland resident, prior to midnight of the fifth business day after the date of this transaction, or midnight of the seventh business day after the date of this transaction if you are a Maryland resident who is at least 65 years old). See the accompanying notice of cancellation form for an explanation of this right.

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ADDITIONAL TERMS AND CONDITIONS

Delay/Unknown Conditions: Events beyond the control of Contractor, such as acts of God, labor strikes, inclement weather, material shortages, insurance-related delays, or other events resulting in delays in performance of this Agreement do not constitute abandonment and are not included in calculating time frames for payment or performance by Contractor. In the event Contractor determines that this Agreement cannot be performed as intended by the parties, Contractor may cancel this Agreement within 60 days of its execution, notify Buyer(s) of such cancellation in writing and return any money paid by Buyer(s). Contractor and Buyer(s) have determined that a definite completion date is not of the essence to this Agreement.

Late Cancellation; Late Payment/Default: If Buyer attempts to cancel this Agreement at any time subsequent to midnight of the third business day after the date of the Agreement or if you are in Maryland, at any time subsequent to midnight of the fifth business day after the date of the Agreement or if you are in Maryland and at least 65 years old, at any time subsequent to midnight of the seventh business day after the date of the Agreement, as more fully described on the Notice of Cancellation form, and Contractor accepts such late cancellation, then Buyer agrees to pay Contractor a cancellation fee equal to 33% of the Agreement's purchase price to offset Contractor's incurred labor, administrative and material costs. Buyer(s) agrees to pay a late fee of 1.5% per month on all amounts due and owing from the Buyer(s) to Contractor accruing from the date due and running to the date the payment is made. If Buyer(s) is in default of this Agreement, Buyer(s) agrees to pay Contractor's attorney's fees equal to 20% of the defaulted amount or as otherwise allowed by applicable law. Buyer(s) also agrees to pay any other costs or expenses or repossession, collection, or realization on any security including court costs, to the extent not prohibited by applicable law.

No Set-Offs or Retentions: Upon substantial completion of Contractor's performance, Buyer(s) shall pay all amounts due under this Agreement in accordance with its terms without any right of set-off or retention. If after making/directing full payment, Buyer(s) alleges that the work is defective in any respect, Contractor, without waiving any of its rights, shall cause an inspection of the premises and perform any remedial work to the extent Buyer(s) is entitled thereto under this Agreement or Contractor's warranty at no cost to Buyer(s).

Liens/Security Interest: Buyer(s) grants Contractor a security interest under the Uniform Commercial Code and other applicable law governing security interests in the property purchased pursuant to this Agreement, including a security interest in any proceeds from the sale of such property. Buyer(s) Agrees that the property under this Agreement is, and will remain, personal property, regardless of the fact that said personal property may become attached to Buyer(s)'s real property.

Buyer(s)'s Representations: Buyer(s) represents and warrants that (a) no person has promised or offered to pay, credit, or allow to Buyer(s) any compensation for the procurement of this Agreement; (b) Buyer(s) is the owner of the property where the goods and services are being provided; (c) to the extent not otherwise prohibited by law, Buyer(s) will pay all taxes and permitting fees required to perform this Agreement; (d) Buyer(s) will provide reasonable access to the property and the area on which the work is to be performed, including access to electrical outlets as may be required by Contractor; (e) Buyer(s) will be responsible for preparation, moving and reinstalling of electrical or telephone wiring, alarm systems, water lines, power lines, plumbing and moving of shrubs and plants as required for performance by Contractor under this Agreement; (f) Buyer(s) is responsible for removing all breakable items from walls and shelves inside the home prior to installation and for inspecting all areas prior to installation to ensure that all furniture, window treatments or other items do not restrict installation of new windows; and (g) Buyer(s) will be responsible for periodic maintenance of caulking and for finishing interior walls where windows or doors are installed by Contractor.

Contractor's Responsibility: In Virginia, Contractor shall comply with all local requirements for building permits, inspections and zoning. Contractor shall perform all work in a professional manner and in keeping with industry standards. Contractor shall not be responsible for (a) any damages arising in whole or in part from strikes, fires, accident, floods, governmental actions or any other causes beyond control of Contractor; (b) any consequential damages including without limitation, lost profits or reduction in value of Buyer(s)'s property, arising from Contractor's delay in performing under this Agreement or due to its breach of this Agreement; and (c) unintentional damage to landscaping, gas, electrical wiring, plumbing, telephone installations, collateral or incidental damage to interior walls and personal property, it being understood that Buyer(s) is responsible at its own cost for all preparations, protection and/or moving of such items prior to Contractor's commencement of the work.

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ADDITIONAL TERMS AND CONDITIONS

Miscellaneous: In construing this Agreement, the gender and number of words used may be changed to meet the context. This Agreement is to be governed by the laws of the state in which it is performed except as may be preempted by federal law. Any part of this Agreement contrary to the law of this state shall not invalidate other parts of this Agreement. This Agreement and any accompanying documents or addendum represents the entire agreement between the parties and there are no prior contemporaneous oral or written agreements or representations on which either party is relying. Any modification of this Agreement, including modifications that change the cost, materials, work to be performed, or estimated completion date shall not be effective unless in writing, signed by Buyer(s) and a President or Vice President of Contractor. The section heading contained in this Agreement are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Agreement.

Advertising and Promotion: Buyer(s) grants Contractor the right to place non-intrusive advertising signage or other identification at the job site during the term of this Agreement.

Warranties: There are no express warranties other than those stated in writing by the manufacturer of the goods provided or by Contractor. Contractor will warranty workmanship free of charge for one year from date of installation. Balance must be paid in full within 120 days or warranty is voided.

Condensation/Mold: Contractor is not responsible for conditions beyond its control, including condensation which may form on a window or results from pre-existing conditions in Buyer's home and external temperatures. Some condensation may also form on the frame or portions of the roof. Reducing the humidity in a home will often remedy any condensation problems. Contractor is also not responsible for existing or developing spore or mold growth. Mold may be due to condensation that may form on or within walls or other surfaces resulting from pre-existing conditions in Buyer's home and internal or external temperatures. Buyer(s) indemnifies and holds Contractor and its employees, authorized contractors and their subcontractors from any claims as to the identification, detection, abatement, encapsulation or removal of mold, asbestos, lead based products or other hazardous substances inside or outside of the structure being improved.

Arbitration of Disputes: Contractor and Buyer(s) agree that any and all disputes, claims or controversies (hereafter referred to as a "Claim") arising under or relating to this Agreement and any related documents, loans, security instruments accounts or notes, including by way of example and not as a limitation: (i) the relationships resulting from this Agreement and the transactions arising as a result thereof; (ii) the terms of this Agreement; or (iii) the validity of this Agreement or the validity or enforceability of this arbitration agreement, may, at the election of either party, be subject to binding arbitration to be determined by one arbitrator, in accordance with and pursuant to the then prevailing rules and procedures of the Commercial Rules of the American Arbitration Association, to be held and arbitrated in the judicial district in which the Buyer(s) resides. Buyer(s) agrees that he/she will not assert a Claim on behalf, or as a member of, any group or class.

The findings of the arbitrator shall be final and binding on all parties to this Agreement, and may include an award of costs and legal fees. This agreement to arbitrate, and any award, finding or verdict of or from the arbitration, will be specifically enforceable under the prevailing law of any court having jurisdiction. Notice of the demand for arbitration shall be made within a reasonable time after the Claim in question has arisen, and in no event shall any such demand be made after the date when institution of legal or equitable proceedings based on such Claim would be barred by the applicable statute of limitations. Any arbitration proceeding brought under this Agreement, and any award, finding or verdict of or from such proceeding shall remain confidential between the parties and shall not be made public.

Both Buyer(s) and Contractor are hereby agreeing to allow the election of arbitration, rather than litigation or some other means of dispute resolution, to address their grievances or alleged grievances. The parties believe this will allow a faster and more cost-effective method of addressing a Claim. By entering into this Agreement and this arbitration provision, both parties are giving up their constitutional right to have any dispute decided in a court of law before a jury, and instead are accepting the use of arbitration, other than as set forth immediately below.

D.C. Sales): BUYER'S RIGHT TO CANCEL: If this agreement was solicited at or near your residence and you do not want the goods or services, you may cancel this agreement by mailing a notice to the seller. The notice must say that you do not want the goods or services and must be mailed before midnight on the third business day after you signed this Agreement. The notice must be mailed to Long Fence and Home, LLLP 8530 Corridor Road, Savage, MD 20763. If you cancel during this time frame, the seller may not keep any of your cash down payment.

DO NOT SIGN A BLANK CONTRACT. HOMEOWNER IS ENTITLED TO A COPY OF THE CONTRACT (INCLUDING ANY ADDENDUM) AT THE TIME HE OR SHE SIGNS. REQUIRED IF ADDITIONAL TERMS ARE ON THE REVERSE SIDE: READ THE ADDITIONAL TERMS ON THE BACK BEFORE SIGNING.

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By Long Fence and Home, LLLP

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 ctracy951@gmail.com

Date: 09/03/2022
 Product Specialist: Brett Gurowitz
 License Number: 112002

The Buyer(s) listed above hereby jointly and severally agree to purchase the goods and/or services listed herein, in accordance with the prices and terms described in this "Agreement."

Roofing Job Specifications

- ✓ 1. Obtain all necessary insurance
- ✓ 2. Arrange for pre-installation measure
- ✓ 3. Deliver all materials to project site.
- ✓ 4. Clean up and dispose of all job related debris. (Note: Roof removal can cause considerable dust in attic area. Please cover or remove attic items as necessary as LHP is not responsible for damage or attic clean up.)
- ✓ 5. LHP is not responsible for any interior trim work surrounding skylights. Any post installation dipping, bowing or sloping due to existing structural conditions of the roof. Satellite reception once reinstalled. Please be prepared to contact your satellite provider post installation.
- ✓ 6. LHP is not liable for any gutters/guard systems installed by another company and not taken down prior to installation of the new roof.

APPROVED
 Montgomery County
 Historic Preservation Commission



Initials CT

Access To Driveway:	YES
Satellite:	Not Applicable
# Of Stories Above Ground	2
Multiple Structures On Property	NO
Roof Facets NOT To Be Covered	N/A
Solar Attic Fan	Not Applicable
Existing Skylights	YES
Action To Be Taken With Existing Skylights	Re-Flash
Any wood other than sheathing will be replaced at \$14ft.	
	Initials <u>CT</u>

REVIEWED
 By Dan.Bruechert at 4:49 pm, Sep 20, 2022

Asphalt Roofing Job Specifications

Tear Off Existing Roofing	Yes
Removal And Install Of Mansard Roof Pitch	Included
Install Shingles	Landmark(130MPH)
Shingle Color	Georgetown Gray
Warranty	50 Year Non-Prorated Transferable Warranty
Furnish and Install Underlayment	Diamond Deck/Winterguard Where Applicable
Install WinterGuard On ALL 2/12 & 3/12 Areas	Included
Install Ridge Vent	Yes

Replace Pipe Collars	YES
Pipe Collars Color	Black
Pipe Collars Quantity	4
Furnish and Install Drip Edge	White
Install Apron (Horizontal) Flashing In All Applicable Areas. Color:	Black
Install Chimney Flashing (Roof Surface Meets Chimney) In All Applicable Areas. Color:	Black
Skylight Flashing Kit (when not replacing actual skylight)	Quantity of 1
Flashing Kit Room Location	Room
Chimney Cricket	1

Any Rotted Roof Sheathing Will Be Replaced At No Additional Cost

Asphalt Roofing Project Notes
Please Tarp Landscaping and property properly. Need historical committee approval before start of any work.

Product Substitution Disclosure

Due to the economic impacts of COVID 19, Customer agrees and understands that for any accessory part that becomes unavailable, Contractor may, at its discretion, substitute another accessory part that provides the same product form, fit, function and warranty as the original part.

Initials CY

Skylight Disclosure

If homeowner chooses NOT to replace existing skylights(s), LF&H will reseal with WinterGuard and re-flash but will not be liable for any future leakage.

Initials CY

Additional Project Notes

APPROVED

Montgomery County

Historic Preservation Commission

Robert H. [Signature]

REVIEWED

By Dan.Bruechert at 4:49 pm, Sep 20, 2022

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