



HISTORIC PRESERVATION COMMISSION

Marc Elrich
County Executive

Robert K. Sutton
Chairman

Date: August 5, 2021

MEMORANDUM

TO: Mitra Pedoeem
Department of Permitting Services

FROM: Michael Kyne
Historic Preservation Section
Maryland-National Capital Park & Planning Commission

SUBJECT: Historic Area Work Permit #961773: Storm windows installation

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

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: Michael W. Fincham
Address: 7317 Willow Avenue, Takoma Park

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 Michael Kyne at 301.563.3403 or michael.kyne@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 Michael Kern on _____. The approval memo and stamped drawings follow.



FOR STAFF ONLY:
HAWP# 961773
DATE ASSIGNED _____

APPLICATION FOR HISTORIC AREA WORK PERMIT

HISTORIC PRESERVATION COMMISSION
301.563.3400

APPLICANT:

Name: _____

E-mail: _____

Address: _____

City: _____ Zip: _____

Daytime Phone: _____

Tax Account No.: _____

AGENT/CONTACT (if applicable):

Name: _____

E-mail: _____

Address: _____

City: _____ Zip: _____

Daytime Phone: _____

Contractor Registration No.: _____

LOCATION OF BUILDING/PREMISE: MIHP # of Historic

Is the Property Located within an Historic District? Y N

Is there an Historic Preservation/Land Trust/Environment

REVIEWED
By Michael Kyne at 10:48 pm, Aug 05, 2021

(Conditional Use, Variance, Record Plat, etc.?) If YES, include supplemental information.



Building Number: _____

Street: _____

Town/City: _____

Nearest Cross Street: _____

Lot: _____

Block: _____

Subdivision: _____

Parcel: _____

TYPE OF WORK PROPOSED: See the checklist on Page 4 to verify that all supporting items for proposed work are submitted with this application. Incomplete Applications will not be accepted for review. Check all that apply:

New Construction

Deck/Porch

Shed/Garage/Accessory Structure

Addition

Fence

Solar

Demolition

Hardscape/Landscape

Tree removal/planting

Grading/Excavation

Roof

Window/Door

Other: _____

I hereby certify that I have the authority to make the foregoing application, that the application is correct and accurate and that the construction will comply with plans reviewed and approved by all necessary agencies and hereby acknowledge and accept this to be a condition for the issuance of this permit.

Signature of owner or authorized agent

Date



**APPLICATION FOR
HISTORIC AREA WORK PERMIT**
HISTORIC PRESERVATION COMMISSION
301.563.3400

FOR STAFF ONLY:
HAWP# _____
DATE ASSIGNED _____

APPLICANT:

Name: Michael W Fincham
Address: 7317 Willow Avenue
301-802-4653
Daytime Phone: _____

E-mail: ali.kahn@verizon.net
City: Takoma Park Zip: 20912
01058654
Tax Account No.: _____

AGENT/CONTACT (if applicable):

Name: _____
Address: _____
Daytime Phone: _____

E-mail: _____
City: _____ Zip: _____
Contractor Registration No.: _____
7317 Willow Ave, Takoma PK

LOCATION OF BUILDING/PREMISE: MIHP # of Historic Property _____

Is the Property Located within an Historic District? Yes
No
Is the Property a Monument, Historic Landmark, or Historic District? Yes
No
Map of the easement, and documentation from the Easement Holder? Yes
No

REVIEWED

By Michael Kyne at 10:49 pm, Aug 05, 2021

APPROVED
Montgomery County
Historic Preservation Commission

[Signature]

Are other Planning and/or Hearing Examiner Approvals / (Conditional Use, Variance, Record Plat, etc.?) If YES, include supplemental information.

Building Number: 7317 Street: Willow
Takoma Park Valley View
Town/City: _____ Nearest Cross Street: _____
P22 8 0025 0000
Lot: _____ Block: _____ Subdivision: _____ Parcel: _____

TYPE OF WORK PROPOSED: See the checklist on Page 4 to verify that all supporting items for proposed work are submitted with this application. Incomplete Applications will not be accepted for review. Check all that apply:

- | | | |
|---------------------------------------------|----------------------------------------------|-----------------------------------------------------------------|
| <input type="checkbox"/> New Construction | <input type="checkbox"/> Deck/Porch | <input type="checkbox"/> Shed/Garage/Accessory Structure |
| <input type="checkbox"/> Addition | <input type="checkbox"/> Fence | <input type="checkbox"/> Solar |
| <input type="checkbox"/> Demolition | <input type="checkbox"/> Hardscape/Landscape | <input type="checkbox"/> Tree removal/planting |
| <input type="checkbox"/> Grading/Excavation | <input type="checkbox"/> Roof | <input type="checkbox"/> Window/Door |
| | | <input checked="" type="checkbox"/> Other: <u>Storm windows</u> |

I hereby certify that I have the authority to make the foregoing application, that the application is correct and accurate and that the construction will comply with plans reviewed and approved by all necessary agencies and hereby acknowledge and accept this to be a condition for the issuance of this permit.

Michael W. Fincham [Signature] July 28, 2021
Signature of owner or authorized agent Date

Description of Property: Please describe the building and surrounding environment. Include information on significant structures, landscape features, or other significant features of the property:

Description of Work Proposed: Please give an overview of the work to be undertaken:

REVIEWED

By Michael Kyne at 10:48 pm, Aug 05, 2021

APPROVED

Montgomery County

Historic Preservation Commission



Robert H. Patton

Work Item 1: _____

Description of Current Condition:

Proposed Work:

Work Item 2: _____

Description of Current Condition:

Proposed Work:

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Montgomery County
Historic Preservation Commission


Work Item 3: _____

Description of Current Condition:

Proposed Work:

**HISTORIC AREA WORK PERMIT
CHECKLIST OF
APPLICATION REQUIREMENTS**

	Required Attachments						
Proposed Work	1. Written Description	2. Site Plan	3. Plans/Elevations	4. Material Specifications	5. Photographs	6. Tree Survey	7. Property Owner Addresses
New Construction	*	*	*	*	*	*	*
Additions/Alterations	*	*	*	*	*	*	*
Demolition	*	*	*		*		*
Deck/Porch	*	*	*	*	*	*	*
Fence/Wall	*	*	*	*	*	*	*
Driveway/Parking Area	*	*		*	*	*	*
Grading/Excavation/Landscaping	*	*		*	*	*	*
Tree Removal	*	*		*	*	*	*
Siding/ Roof Changes	*	*	*	*	*		*
Window/Door Changes	*	*	*	*	*		*
Masonry Repair/Repoint	*	*	*	*	*		*
Signs	*	*	*	*	*		*

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By Michael Kyne at 10:48 pm, Aug 05, 2021

APPROVED
Montgomery County
Historic Preservation Commission





NOVA INSTALLATIONS, INC.

Windows and Exteriors

14501-C Lee Jackson Memorial Highway, Chantilly, VA 20151
 VA Contractor Lic # 2705 001389 | MD 133417 | DC 420215000118

Licensed
 Bonded & Insured

Tel: (703) 378-6596
 Fax: (703) 378-6597

www.novainstallations.com
 novainstallations1@gmail.com

Salesperson: Nick (703)303-2482			
Purchasers(s) Ali Kahn		Date	7/16/2021
		Job Location	Same
		City	County ST Zip
Street	7317 Willow Avenue	Home	Cell/Text 301-802-4653
City	County ST Zip	Mr. Work	Ms. Work
Takoma Park	Montgomery MD 20912		
Materials guaranteed as per manufacturer's warranty. Labor guaranteed ten (10) full years.		Email	ali.kahn@verizon.net

Color: Cafe Cream Glass: Single Glazed Screens Half Full Camlocks Alarm
 Grids: N/A Style: N/A Cap exterior window frames with _____ Aluminum

Nova Installations to furnish and install (10) ProVia Concord Aluminum Storm Windows
Full Perimeter Weatherstripping - Mid Window Stabilizer Bar - High Strength Butt Frame
Corners - Removable tilt in sashes - Triple Track.

Homeowner is responsible for alarms: (initial) _____


NO.	Style	Location	Approx. Size
(2)	DH	First Floor	36x62"
(2)	DH	First Floor	35x62"
(3)	DH	First Floor	32x46"
(3)	DH	First Floor	32x62"

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Montgomery County


Historic Preservation Commission




F




G




H



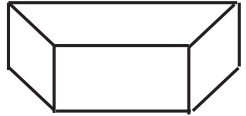
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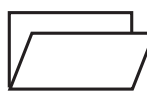
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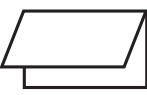
K




L




M



N



O



Total of: _____ Wood _____ Metal _____ Masonry Openings

Contract Price:	2,800.00
Total:	2,800.00
Deposit:	1,400.00
Balance:	1,400.00

The estimated date of commencement of the work is _____ (weeks) from the date of receipt of this contract for most projects, custom products may take longer. It is anticipated that will Work of this Agreement shall be substantially completed no later than _____ (day(s)) after the product has been delivered, subject to any adjustments to the schedul of Work. These dates reflect the Contractors best estimate and assume normal job site and weather conditions, the availability of materials, the prompt cooperation of the owner and free access to all work areas. The Contractor is not responsible for conditions beyond their control resulting in delays. Any delays that result from this are not considered an abandonment of the work. The Contractor shall not, under any circumstances, be liable to the Owner for damages due to such delays.

Authorized Signature for Nova Installations (Date)

Purchaser/Owner Signature (Date)

For the purposes of this agreement, seller, company and contractor refers to Nova Installations, Inc., a Virginia corporation. Purchaser(s)/Owner certify that they are the sole owners of the property to be improved. The seller agrees to perform this contract in conformity with customary industry practices. Purchaser(s) agree that any claim for adjustment to the materials or installation shall not be reason or cause for failure to make payment of the purchase price in full once all materials are installed.

Change to the Scope of Work

Alterations or deviations from the above work involving extra costs will be executed by written change order and will become an extra charge over and above the contract price. All changes will be payable in accordance to contract and the amount split up into the remaining payments due. All Nova Installation products are made to order and therefore may not be canceled or returned.

Unforeseen Conditions

All hidden, concealed or unforeseen conditions that must be repaired, replaced or overcome, which result in an increase in cost, shall result in a change order to the work to be written and signed by all parties.

Contractor Responsibilities

Unless otherwise specified, all material shall be new and free of defects and of good quality as determined by industry standards. All work will be carried out in an orderly manner and skilled workmen will be employed throughout the course of the job. All materials and workmanship will be equal or better to the existing materials and workmanship in the existing structure. Contractor's standards are based on the National Association of Home Builders' Quality Standards for the Professional Remodeler. All work to be covered by applicable Workers Compensation Insurance. The Contractor agrees to comply with all federal and state laws, codes and regulations, and all local and municipal ordinances and regulations effective where the Work is to be performed, and to pay all costs and expenses attributable to such compliance, to pay all fees, licenses, deposits, and taxes, including sales and use taxes, and also to pay compensation statutes workers' compensation acts, pensions, benefit trust funds, old age retirement funds or any similar authority insofar as applicable to the performance of this Agreement. Upon completion of work the contractor will remove all trash and construction related debris. Nova Installation provides a ten year labor warranty and all factory materials are specified by the manufacturer, excluding storms doors.

Owners Responsibility

The Owner represents to the Contractor that the improvements in the work are not in violation of any covenant, rule, regulation, restriction or ordinance under local governmental law or property owner's association. The Owner shall be responsible for maintaining a policy of insurance with risk coverage for the property of the Owner, including coverage for theft, vandalism and malicious mischief. Additional labor and materials including, but not limited to, replacement of rotted, missing or damaged wood, painting, removal and reinstallation of air conditioners or burglar bars, and re-connection of burglar alarm systems are not covered by this agreement unless specified on the face of the agreement, and are the sole responsibility of the owner/purchaser(s). Should such work be requested prior to completion of the contracted work, the seller may elect to perform the additional work upon the owners/purchaser(s) written approval of the quoted price. Seller cannot be responsible for chipped or cracked paint due to the removal of existing windows and doors. In the event wood molding is completely severed during installation, it will be replaced by similar (unpainted) molding at no additional cost, previously damaged molding excluded. Other molding may be replaced at the purchaser's expense.

Miscellaneous Provisions

If in the event that the Owner fails to make a scheduled payment when due, the Contractor shall default in its obligation by failing or neglecting to perform the Contractor may give the contractor 10 days written notice of their intent to terminate the within this ten (10) day period, the Owner may terminate this contract. In the acknowledges that they have read the VA Department of Commerce statement Owner/Consumer is hereby notified of the existence of the Virginia Contractor Recovery Fund provides relief to eligible consumers who have incurred losses More information on the fund or filing a claim can be obtained by visiting http://www.vacrf.com/

APPROVED
Montgomery County
Historic Preservation Commission



REVIEWED
By Michael Kyne at 10:48 pm, Aug 05, 2021

Governing Law and Rules of Construction

The validity, interpretation, and performance of this Agreement shall be governed by the laws of the jurisdiction where the work site is located. If any term or provision of this Agreement is determined to be invalid, it shall not affect the validity and enforcement of the remaining terms and provisions of the Agreement.

Special Notice: Condensation between the panes of an insulated glass unit is covered by the manufacturer's warranty. However, external surface condensation on the prime windows is the natural result of moisture in the house, and does not indicate a faulty materials or installation. Changes in temperature and humidity may create varying conditions of condensation. In most cases, we have found that vinyl windows will help reduce the condensation problem. The seller cannot in all honesty make any guarantees regarding external surface condensation.

Purchaser(s) agree that if this agreement becomes delinquent for non-payment, all reasonable attorney's fees or reasonable collection fees will be added to the delinquent amount and will be the responsibility of the purchase(s). Delinquent accounts accrues at 2% of the total delinquent amount per month.

Product Description

Unless otherwise noted on the face of this agreement, the windows will be manufactured according to the following standard specifications: All panes will have clear glass without grids. If colonial grids are specified, they will have the number of sections as depicted on the face of this agreement. Diamond grids may not be consistent with the drawing on the face of this agreement; they will be in a pattern as specified by the manufacturer, and at the manufacturer's sole discretion. If checked on the face of this agreement, all operating windows will have screens as follow: single and double hung windows will have screens to cover the bottom pane; two lite sliding windows will have a screen to cover the two sliding end panes, casement, awning and hopper windows will have full screens. Styles A, B, and C are either single or double hung windows. On double hung windows both panes slide and tilt in foreasy cleaning, while on single hung windows only the bottom pane slides and tilts. Unless otherwise specified, styles A, B, and C will be double hung. Styles D and E are two lite sliding windows. Unless otherwise specified, both panes will slide. Styles J and K are bow and bay windows, respectively. Bow windows will have the number of sections are drawn, bay windows will always have three sections, and all sections will be fixed lite picture windows. Bow and bay windows are fabricated in a wood frame that must be painted or varnished on the inside by the purchaser. If a roof is specified, it will be a sloping shed type roof with shingles of a similar color to that of the main room on the home. Style L is a hopper window. Hopper windows tilt inward from the top. Style M is an awning window. Awning windows crank outward from the bottom. Style N and O are casement windows. Casement windows crank outward. Style N will be hinged on the left while looking at the window from the outside of the home. Style O will be hinged on the right while looking at the window from the outside of the home.

Buyer's Right to Cancel

If this agreement is negotiated at or near your home and you accept this contract and decide that you do not want our goods or services, then you may cancel this agreement by notifying the seller at 14501-C Lee Jackson Memorial Hwy Chantilly, VA 20151. This notice must be in writing and must be postmarked by midnight of the third business day from the date of acceptance.

Purchaser/Owner Signature (Date)