



## HISTORIC PRESERVATION COMMISSION

**Marc Elrich**  
*County Executive*

**Karen Burditt**  
*Chair*

Date: January 28, 2025

### **MEMORANDUM**

TO: Rabbiah Sabbakhan  
Department of Permitting Services

FROM: Devon Murtha  
Historic Preservation Section  
Maryland-National Capital Park & Planning Commission

SUBJECT: Historic Area Work Permit #1102220– Replacement of gutters and downspouts

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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 staff.

The HPC staff has reviewed and stamped the attached submission materials.

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: Al Carr  
Address: 3904 Washington Street, 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 Devon Murtha at 301-495-1328 or [devon.murtha@montgomeryplanning.org](mailto:devon.murtha@montgomeryplanning.org) to schedule a follow-up site visit.





# HISTORIC PRESERVATION COMMISSION

HAWP #: 1102220 at: 3904 Washington Street

submitted on: 1/22/2025

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 Devon Murtha on 1/28/2025. The approval memo and stamped drawings follow.



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

FOR STAFF ONLY:

HAWP# 1102220

DATE ASSIGNED 1/24/2025

**APPLICANT:**

Name: Al Carr  
Address: 3904 Washington Street  
Daytime Phone: 3016418460

E-mail: alfred.carr@gmail.com  
City: Kensington Zip: 20895  
Tax Account No.: 01024912

**AGENT/CONTACT (if applicable):**

Name: American Homes Contractors  
Address: 11820 West Market Place, Suite F  
Daytime Phone: 301 832-6730

E-mail: Howard.shires@amhomeco.com  
City: Fulton Zip: 20759  
Contractor Registration No.: \_\_\_\_\_

**LOCATION OF BUILDING/PREMISE:** MIHP # of Historic Property \_\_\_\_\_

Is the Property Located within an Historic District? X Yes/District Name Kensington  
\_\_\_\_\_ No/Individual Site Name \_\_\_\_\_

Is there an Historic Preservation/Land Trust/Environmental Easement on the Property? If YES, include a map of the easement, and documentation from the Easement Holder supporting this application.

Are other Planning and/or Hearing Examiner Approvals /Reviews Required as part of this Application? (Conditional Use, Variance, Record Plat, etc.?) If YES, include information on these reviews as supplemental information.

Building Number: 3904 Street: Washington St  
Town/City: Kensington Nearest Cross Street: Connecticut  
Lot: p37 Block: 13 Subdivision: Kensington Park 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>replace gutters &amp; downspouts</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.

Alfred Carr

1/22/2025

Signature of owner or authorized agent

Date

**HAWP APPLICATION: MAILING ADDRESSES FOR NOTIFYING**  
[Owner, Owner's Agent, Adjacent and Confronting Property Owners]

<b>Owner's mailing address</b> Al Carr 3904 Washington St Kensington, MD 20895	<b>Owner's Agent's mailing address</b> Howard Shires American Home Contractors, LLC 11820 West Market Place, Suite F Fulton, MD 20759
<b>Adjacent and confronting Property Owners mailing addresses</b>	
Wes & Joanna Dunn 3820 Washington St Kensington, MD 20895	Sukumara Pillai Santhakumari Harikrishnan Sivadas Uthrankad Lakshmi 10115 Connecticut Ave Kensington, MD 20895
Joe Akman & Jessica Veffer 3906 Washington St Kensington, MD 20895	Mike Uhlman & Judy Beach-Uhlman 3905 Washington St Kensington, MD 20895

**REVIEWED**

By Devon.Murtha at 2:21 pm, Jan 29, 2025

APPROVED

Montgomery County

Historic Preservation Commission

*Karen Buelit*

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

Single-family colonial home built in 1935. 4" half round gutters and round downspouts last replaced circa 2003. The gutters are undersized for the current roof, sometimes resulting in water intrusion.

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

Replace 4" gutters and downspouts with 6" to increase capacity. During site visit for our solar roof, AHC informed us that the our gutters and downspouts are undersized for the faster runoff flow off and new drip edges of the new roof.



**REVIEWED**

By Devon.Murtha at 2:21 pm, Jan 29, 2025

Work Item 1: replace gutters & downspouts

Description of Current Condition:  
4" half round gutters and 4" round downspouts

Proposed Work:  
Replace with 6" gutters and downspouts to better handle runoff from proposed solar roof

Work Item 2: \_\_\_\_\_

Description of Current Condition:

Proposed Work:

Work Item 3: \_\_\_\_\_

Description of Current Condition:

Proposed Work:



**REVIEWED**

By Devon.Murtha at 2:21 pm, Jan 29, 2025

# GUTTER REPLACEMENT PROPOSAL

JAN 22, 2025



## ALFRED CARR

3904 Washington St  
Kensington, Maryland  
20895



**REVIEWED**

By Devon.Murtha at 2:21 pm, Jan 29, 2025

Exterior Remodeling  
Specialists

info@amhomeco.com

# INTRODUCTION

Hello Alfred

It was a pleasure meeting with you and I appreciate the opportunity to quote on the gutter replacement on your home. Please find your estimate below along with upgrade options for potential improvements to your project, if applicable.

As you evaluate this offer, please also consider a few company highlights:

1. We have over 35 years of experience with founding owner still involved in day-to-day operations
2. We carry \$2,000,000 liability insurance and \$1,000,000 Workers Compensation policy to ensure you are fully protected from liability while we are working at your property
3. We have full time crews with many years of experience who are backed by GAF MasterElite Certification and trained in the best installation methods to ensure you receive the highest level of quality workmanship and customer service. We also have a full-time foreman to ensure safe practices.

If you have any questions, please give me a call. We always want to provide the best value to our clients.

Kind Regards,

Howard shires

301-832-6730

Howard.shires@amhomeco.com

[www.americanhomecontractors.com](http://www.americanhomecontractors.com)



**REVIEWED**

By Devon.Murtha at 2:21 pm, Jan 29, 2025





# Advanced Weather Protection System

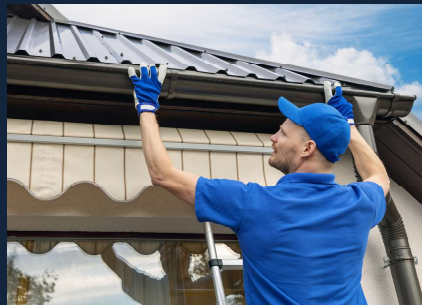
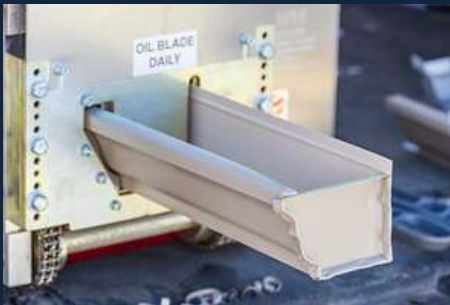
## GUTTER REPLACEMENT

HELPING HOMEOWNERS GAIN PEACE OF MIND FOR OVER 35+ YEARS!



### REMOVE EXISTING GUTTERS

& all existing gutter accessories.



### FURNISH & INSTALL NEW GUTTERS

Install new 5" or 6" seamless aluminum gutters to exact sizes needed for each eave location.



### SECURE NEW GUTTERS

Secure new gutters using hidden hangers instead of screws or nails. Resulting in a seamless outer appearance.



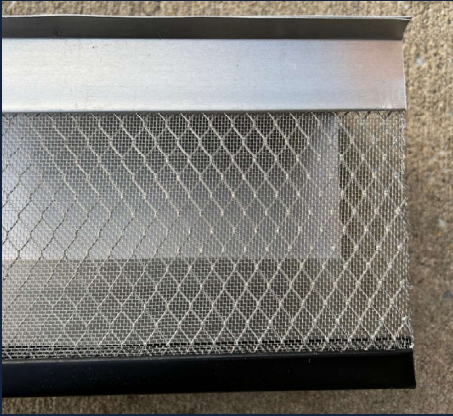
### INSTALL END CAPS & DOWNSPOUT

Install all end caps and downspout connectors, crimp and caulk in place.

**REVIEWED**

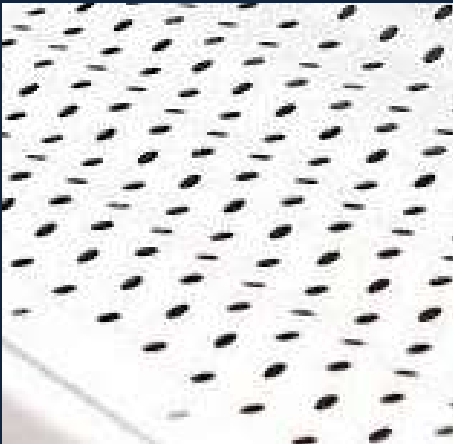
By Devon.Murtha at 2:22 pm, Jan 29, 2025

## GUTTER GUARDS



### LEAF SOLUTION XTREME GUTTER GUARD

Stainless steel with patented "hemmed-mesh" design. Protects from multiple layers of debris.



### BULLDOG GUTTER GUARD

An aluminum insert, available in different colors and invisible from the ground. Ribbed design protects from multiple layers of debris.

We understand your project is a large expense and affordability is a large determining factor. We work with leading consumer finance companies to provide you with interest rates and monthly payment plans to fit your budget.



**REVIEWED**

By Devon.Murtha at 2:22 pm, Jan 29, 2025

# JUMBO 6" SEAMLESS GUTTERS

Description	Line total
<b>JUMBO 6" Seamless Gutter System:</b>	
Remove & haul away existing 5" gutters + 2"x3" downspouts	
Furnish & install new JUMBO 6" Seamless Aluminum Gutters: » Hung with Heavy Duty, Hidden Hanger screwed-in fasteners » Color: black	\$2,465.00
Furnish & install new JUMBO 4" round Downspouts: » Connected to underground pipes where applicable » Color: black	
» LIFETIME Gutter Warranty » LIFETIME Workmanship Warranty	
For Information on gutter guards, see the "Additional Upgrades" section on the Authorization Page	
<b>Potential Additional Cost: REPLACEMENT OF ROTTEN OR DAMAGED TRIM BOARDS</b>	
Replace any rotten or damaged Fascia Boards (wood only) at \$10 per linear ft. on site	

Quote subtotal \$2,465.00  
Total \$2,465.00

\$100 deposit required  
Balance due upon completion  
Wood replacement is additional cost



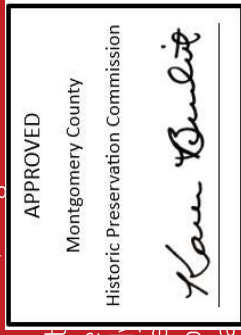
**REVIEWED**  
By Devon.Murtha at 2:22 pm, Jan 29, 2025

# Why Xtreme?

- ✓ Stainless steel mesh (surgical grade)
- ✓ Strong .024 gauge aluminum
- ✓ Available in 5" or 6" widths
- ✓ Available in mill only
- ✓ .42 mesh
- ✓ .440 micron opening
- ✓ Handles 60 gallons of water per minute



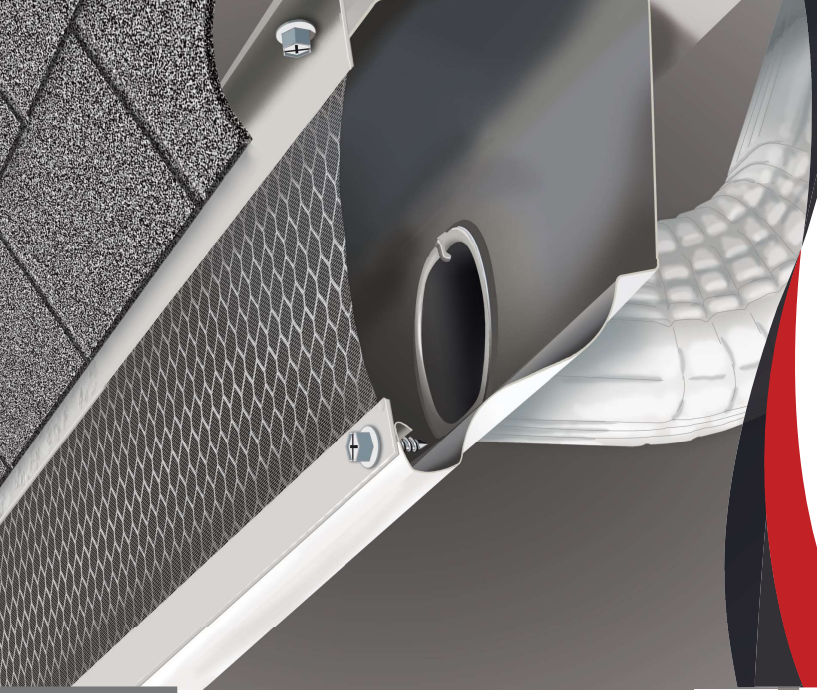
Our guards are made out of surgical-grade stainless steel micro-mesh, averts the need of continuous gutter cleaning. This micro mesh fits on all types of roofs and interlocks panels to keep seams from unravelling, all while taking up to 60 gallons of water per minute in a given rain storm. It also creates a defensive barricade that keeps out all sorts of miniscule debris, leaves, animal nests, pine needles, and grit.



We use a patented micro-mesh, making sure it will not break apart on a plain old weathered surface, the dust and debris merely blows off with the wind.

**REVIEWED**

By Devon.Murtha at 2:22 pm, Jan 29, 2025



# Xtreme Gutter Guard

**CONTACT US TODAY!**



# Xtreme Gutter Guard

Superior Gutter Protection



[xtremegutterguard.com](http://xtremegutterguard.com)

[xtremegutterguard.com](http://xtremegutterguard.com)

[www.xtremegutterguard.com](http://www.xtremegutterguard.com)

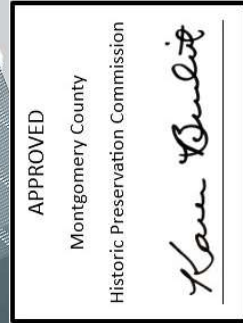
## 1 SURGICAL GRADE STAINLESS STEEL MICRO-MESH

After testing mesh sizes for a decade, we selected a surgical grade stainless steel micro-mesh with openings that are optimally sized to prevent even small debris from entering your gutter system while handling an amazing 60 gallons of water per minute. Never again will leaves, twigs, pine needles, oak tassels, shingle grit or other small debris clog your gutters.

Some competitive products use a mesh with larger openings which will allow pine needles and shingle granules to enter the gutters while other competitors use a mesh woven so tight that water cannot pass through fast enough, causing overshoot even in light rain conditions.

## 2 PATENTED HEMMED MESH

Our patented "hemming" process mechanically bonds the micro-mesh securely into aluminum body. This creates a strong connection that will not come apart after years of weathering and debris will simply blow off of this smooth surface. Be careful of mesh gutter guards that glue, caulk, or crimp the mesh into the guard body because these methods have proven to fail and pull away over time when exposed to outdoor conditions. Once the mesh pulls away, debris will enter the gutters.



Our ideally all of the w all debris a will not corrode over time.

take in ng out : steel



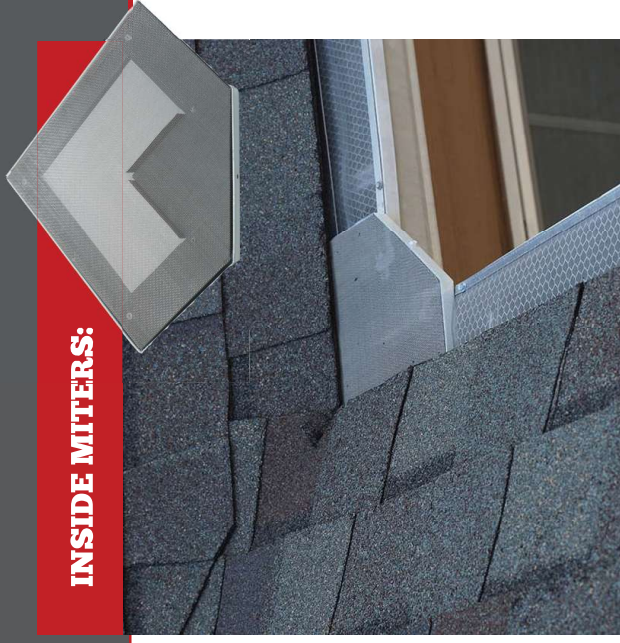
gutter's from small animals or debris that enter through open gaps at the ends.

## END CAPS

Make sure that your gutters are protected all the way to the end points. End Caps are carefully crafted to completely protect your gutters from small animals or debris that enter through open gaps at the ends.



## INSIDE MITERS:



High volumes of water can overwhelm gutters in certain spots such as inside roof valleys. An inside roof valley is the point where two rooflines meet forming a 90° angle. This creates an inside corner with more water flow than any other area of the home and this increased volume always overshoots the gutter.

Our solution to this problem area is our patented, stainless steel Inside Miter.

# AUTHORIZATION

JUMBO 6" Seamless Gutters

\$2,465.00

Name: Alfred Carr

Address: 3904 Washington St, Kensington, Maryland

All home improvement contractors and sub-contractors must be licensed and any inquiries concerning a contractor or sub-contractor should be directed to the corresponding state licensing office or you may confirm the contractor's state license status online. Unless otherwise specified, rotted or damaged wood replacement or repair is an additional cost to the contract price. Please see pricing portion or speak with project coordinator to go over potential additional costs.

## Optional Upgrades

Description	Qty	Unit price	Line total
<input type="checkbox"/> Furnish & install XTREME Gutter Guard System: » Stainless Steel, Micro-mesh » Pricing includes 20% Discount!	65	\$15.00	\$975.00

## Customer Comments / Notes

## My Product Selections

Gutter Color black

Downspout Color black

Capping Color

Alfred Carr:

Date:

By signing this form, I agree to and confirm the following: I certify that I am the registered owner of the above project property or have legal permission to authorize the work as stated. I agree to pay the total project price and understand that this work will be completed in accordance with industry best practices.

This contract constitutes full accord and agreement of the parties, and no other understanding, verbal or otherwise, shall be binding unless, in writing, signed by both parties. This contract is subject to approval by an officer of the contractor, and such approval must be made within ten working days from the date of the agreement.

YOU HAVE BEEN PROVIDED ORAL NOTICE THAT YOU HAVE THE RIGHT TO CANCEL THIS TRANSACTION, WITHOUT ANY PENALTY OR OBLIGATION, WITHIN 5 BUSINESS DAYS FROM THE DATE OF THE TRANSACTION SPECIFIED ON THE "NOTICE OF CANCELLATION", OR, IF YOU ARE AT LEAST 65 YEARS OLD, WITHIN 7 BUSINESS DAYS FROM THE DATE OF THE TRANSACTION SPECIFIED ON THE "NOTICE OF CANCELLATION."

In witness whereof,  
above signature,  
service of  
APPROVED



I acknowledge receipt of a completed copy of this contract and all disclosures on the day and year first written on the contract is subject to any claims and defenses which the debtor could assert against the seller of goods or services hereof. Recovery hereunder by the debtor shall not exceed the amounts paid by the debtor.

APPROXIMATE COMPLETION DATE: 1 day

**REVIEWED**

By Devon.Murtha at 2:22 pm, Jan 29, 2025

# TERMS AND CONDITIONS

1. All work done under this Agreement shall be done in a good workmanlike manner. American Home Contractors ("AHC" or "Contractor") shall comply with all local requirements for building permits, inspections, and zoning. Contractor shall also remove all debris resulting from work done and leave work areas in "broom clean" condition upon completion.
2. All materials provided under this Agreement shall be new unless otherwise specified. Contractor may, in its discretion, change or substitute any materials to be used in the work hereunder, however, all substituted materials shall be of equal kind and quality. All surplus materials shall remain the property of the Contractor. Customer is ultimately responsible for confirming color selection of materials.
3. Customer agrees to permit Contractor to make all openings, alterations, or changes to existing buildings necessary for the completion of the work hereunder. Customer agrees to supply or make available to Contractor all utilities (including heat, gas, electric, and water) to enable Contractor to perform the work to be done hereunder, at Customer's expense. Customer agrees to allow representatives of the Contractor access to any part of the property or building(s) at all reasonable times prior to work completion.
4. Contractor assumes no responsibility for the existing property or buildings meeting local building and zoning code requirements. Additional work required to meet such requirements, if any, will be an additional cost. In the event permission is required to do any of the work hereunder, due to property restrictions of zoning laws or otherwise, it shall be Customer's sole responsibility to obtain such permission.
5. Customer agrees to allow project pictures and video content to be taken before, during and after contracted projects by AHC to be used for marketing purposes by AHC, its vendors, and/or affiliates.
6. Customer agrees to pay all costs invoiced by the Contractor in accordance with the fee schedule in addition to timely payment of all additional costs as provided herein.
7. Customer agrees that if this account is turned over to an attorney for collection, then Customer shall be responsible for all costs of collection, including but not limited to attorneys' fees of not less than 33 1/3% of the principal outstanding balance, which sum is deemed reasonable, subject only to modification by applicable law.
8. All past due accounts accrue interest at 3% per month (36% per annum) from the date due until paid in full. Customer acknowledges and agrees that all invoices shall stand as correct unless Customer notifies Contractor in writing within 7 days of receipt of the invoice of any and all errors and omissions in the work performed and/or amount invoiced.
9. Notices required under this Agreement and/or applicable law shall be sent via mail to Contractor at: 11820 W Market PI, Suite F, Fulton, MD 20759. Any notices required to be provided by Contractor to Customer shall be mailed or hand-delivered to the property identified above.
10. A \$75.00 fee will be charged on all returned checks. No warranties shall be issued or upheld until 100% of the contract price has been paid. Holdback for punch-out completion items, if applicable, is not to exceed 5% of the contract total price and shall only be permitted to the extent allowed by applicable law. Warranty shall be void and of no effect if: 1) Buyer alters, modifies, or repairs the products; 2) Buyer uses the products in a manner not intended by Seller or in a manner not disclosed by Buyer; or 3) the condition resulted from the actions or omissions by another party or misuse of the products.
11. Customer is responsible for removal of patio furniture and other interior or exterior obstructions prior to start of work. Customer is also responsible for removing any pictures, wall hangings, or loose or fragile items from the property. Contractor will not be held liable for damage to any items not removed. Contractor guarantees that all blinds, drapes, awnings, etc. will be able to be re-installed after removal. Contractor is responsible for the removal and re-installation of alarm systems, satellite dishes, and existing gutter protection, etc.

APPROVED  
Montgomery County  
Historic Preservation Commission  
*Karen Buelit*

11.

**REVIEWED**  
By Devon Murtha at 2:22 pm, Jan 29, 2025

I acknowledge that I have read and understand this page. Initials: \_\_\_\_\_

13. Additional work will be billed at a time and material basis unless otherwise specified. Additional layers of shingle roofing materials would be billed at cost of \$30 per SQ (100 SF) or an additional \$60 per SQ/per layer for cedar shake, metal or slate tear-off. Labor shall be billed at a rate of \$125 per hour in half hour increments.
14. Contractor will not be responsible for damages of any kind caused by delays as a result of labor strikes, fires, wars, acts of God, the inability to obtain materials, or the need to raise pricing on materials due to cost increases outside of Contractor's control, or other causes beyond the direct control of Contractor. Such delays do not constitute abandonment by the Contractor and are not included in calculating timeframes for payment or performance. No claim for compensation or damage for defects in materials or workmanship shall be made by Customer unless Contractor is notified in writing of such claims within the specified product manufacturer's warranty. If any such claims are valid, the Contractor's limit of liability shall be the reasonable cost of correcting them and not for any claims or incidental or consequential damages arising therefrom.
15. The price does not include hidden, unexposed, or unknown contingencies such as but not limited to: relocation or rerouting of electrical wiring, rotting or decay, foundation depths in excess of 30 inches, concealed pipes, relocation of underground utilities, and inability to use existing water or water pipes. The cost of fixing such conditions shall be performed at a rate of \$125 per hour. Should rock or other hard or unusual material be discovered and deemed necessary to be removed, the extra cost will be paid by the Customer at a rate of \$125 per hour. Ice damming is an act of nature that is not caused by workmanship. In some cases, icicles may occur during freeze/thaw cycles.
16. The contract price listed is a "cash" price, unless otherwise specified. Credit Card payment shall be accepted for a 3% transaction fee unless otherwise specified.
17. All direct costs, overhead and profit paid to Customer by the insurance provider are due to Contractor in accordance with the payment schedule set forth herein. Any supplement provided by the insurance provider for additional work or cost increases will become part of this Agreement. Any upgrades or additional work requested by Customer that is not approved by Customer's insurance provider will be Customer's financial responsibility and will become part of this Agreement.
18. In order to take delivery of materials, it may be necessary for the delivery truck to enter the driveway. Extra charges will apply should the delivery truck not be allowed in the driveway. Contractor and its suppliers are not responsible for damages beyond our control. For a home with multiple garage doors, no additional labor or delivery fees will be assessed so long as one of the garage doors is made accessible for the delivery of materials.
19. This project is anticipated to begin within one week of the execution of this Agreement and will last approximately forty weeks. Start and completion dates are approximations only. Although every effort is made to maintain our schedule, it can be greatly affected by weather and other circumstances beyond our control. We ask for your patience and understanding.
20. Customer warrants and agrees that Customer has obtained approval from Customer's Homeowner's Association ("HOA"), if any, for the services provided herein, and agrees to indemnify and hold Contractor harmless for any claims or losses related thereto. Customer also agrees to (A) pay Contractor for all work performed and for the cost of all materials ordered in the event that an action undertaken by a HOA prevents completion of Contractor's work, and (B) hold Contractor harmless for any work not completed

APPROVED  
Montgomery County  
Historic Preservation Commission

*Karen Buelit*

2. ed by applicable law, Customer understands that Customer is not entitled to  
 2. onsequential damages against Contractor under this Agreement, and that  
 2. t Contractor cannot exceed the value of this Agreement.  
 2. stantive law of the State in which the services are to be performed shall govern  
 2. e's choice-of-law provisions.  
 The Parties consent to exclusive jurisdiction and venue in the Circuit Court of  
 Putnam County, West Virginia, and expressly waive federal diversity jurisdiction. Further, with respect to

**REVIEWED**  
By Devon Murtha at 2:22 pm, Jan 29, 2025

IRREVOCABLY WAIVE ANY AND ALL RIGHTS TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT.

I acknowledge that I have read and understand this page. Initials: \_\_\_\_\_



25. Contractor reserves the right to make adjustments to pricing, products, and service offerings for reasons including, but not limited to, changing market conditions, product discontinuation, product unavailability, manufacturer price changes, supplier price changes and errors in advertisements. If projects are being performed on a time and materials basis, any estimates provided by AHC are for planning purposes only. The price named in the estimate is an approximation of the project requirements. The actual cost may change after all of the project elements have been negotiated and finalized. Customer will be informed of any changes in cost in advance.
26. Customer warrants and represents that Customer has full authority to enter into this Agreement as the lawful owner of and authorized signatory for the property listed above with respect to any other individual or entity that may claim an ownership in the property. In the event the home is jointly owned, rented, or leased upon the effective date of the Agreement, Customer agrees to indemnify and hold Contractor harmless for any claims made by or from any such co-owners of the property, lessees, or other individuals.
27. **Maryland Customers only:** No lien will be placed or filed against your property as a result of this Agreement. Nonetheless, you have the right to consult an attorney. You also have the right to cancel this Agreement prior to midnight of the fifth business day after the date of the transaction, or midnight of the seventh business day after the date of the transaction if you are at least sixty-five years old. Customer's acknowledgment that Customer understands their right to cancel is in the signed "Acknowledgment of Notice of Cancellation" attached to this Agreement. Each contractor must hold a current MHIC license, and anyone can ask MHIC about a contractor. The Maryland Home Improvement Commission's contact information is as follows: MHIC 1100 Eutaw St., Rm 121, Baltimore, MD 21201, telephone numbers 410-230-6231 and 1-888-218-5925. The Maryland Home Improvement Commission administers the Guarantee Fund, which may compensate homeowners for certain actual losses caused by acts or omissions of licensed contractors; and a homeowner has the right to purchase a performance bond for additional protection against losses not covered by the Guaranty Fund.
28. **Virginia Customers only:** If this Agreement resulted in a door-to-door solicitation, Customer acknowledges that Customer has received and read the Department of Professional and Occupational Regulation statement of protection, which is also available to Customer through the Board of Contractors. You have the right to cancel a home solicitation until midnight of the third business day after the day on which you sign this Agreement. Such notice, if given, must be given by mail in accordance with Section 9 of this Agreement, above. A form "Notice of Cancellation" is attached to this Agreement. Virginia Contractor Transaction Recovery Fund contact information is provided herein: Recovery Fund Office | DPOR, 9960 Mayland Drive, Suite 400, Richmond, VA 23233, (804) 367-1559, or E-mail: [RecoveryFund@dpor.virginia.gov](mailto:RecoveryFund@dpor.virginia.gov).
29. **West Virginia Customers only: BUYER'S RIGHT TO CANCEL.** If this agreement was solicited at a place other than the seller's business establishment at a fixed location and you decide you do not want these goods or services, you may cancel this agreement by mailing a notice to the seller. The notice must be mailed to: American Home Contractors, 11820 W Market PI, Suite F, Fulton, MD 20759. You may also hand deliver or fax the notice to an authorized representative of Contractor. For more information, you may contact the West Virginia Contractor Licensing Board at 304-558-7890.
30. **District of Columbia Customers only: 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 to: American Home Contractors, 11820 W Market PI, Suite F, Fulton, MD 20759.
31. **Pennsylvania Customers only:** If this Agreement was the result of a solicitation at your home or by door-to-door sales, you have the right to cancel this Agreement within three business days following the date of such cancellation, if given, must be mailed to the Contractor at the address listed above. A form "Notice of Cancellation" is attached to this Agreement. Contractor must carry liability insurance covering personal injury in an amount not less than \$50,000 and property damage caused by the work of a home improvement contractor in an amount not less than \$50,000. Customer can contact the Pennsylvania Office of the Attorney General to verify the contractor's license. This number is 888-520-6680. The total cost of this project will not exceed 10% above the dollar value indicated in the initial cost estimate unless a written change order is signed by the Customer and Contractor. The following provisions contained in this Agreement are void as to Pennsylvania Customers only: (A) hold harmless clause(s); (B) waiver of federal, state, and local safety



**REVIEWED**  
By Devon Murtha at 2:22 pm, Jan 29, 2025

I acknowledge that I have read and understand this page. Initials: \_\_\_\_\_

and building code requirements; (C) waiver of jury trial; (D) waiver of claims or defenses by Customer arising out of this Agreement; (E) all provisions concerning an award of attorney fees and costs; (F) a waiver of any rights provided under the Home Improvement Consumer Protection Act. Customer acknowledges and agrees that all tax credit information enclosed herein, including credit estimates, are provided for informational purposes only. Contractor recommends Customer seek professional tax advice concerning the application and scope of any such tax credit. Customer further acknowledges and agrees that it shall be Customer's sole responsibility to seek a tax credit from the appropriate governmental authorities, and that the lack of or failure to obtain such tax credit shall not relieve Customer's obligation to pay all amounts invoiced by Contractor to Customer.

32. **Delaware Customers only:** YOU, THE BUYER, MAY CANCEL THIS TRANSACTION AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION. SEE THE ATTACHED NOTICE OF CANCELLATION FORM FOR AN EXPLANATION OF THIS RIGHT. A form "Notice of Cancellation" is attached to this Agreement. The contract price shall be the estimate provided herein, subject only to the cost-plus basis set forth in Paragraphs 13 and 15, above. That amount shall be binding upon the Parties unless subsequently modified in writing and signed by both Parties. The estimated completion date of the project is an estimate only.
33. This Agreement may not be changed or modified except by an agreement set forth in writing and signed by the Parties or authorized agents with the lawful authority to bind each Party, respectively.
34. If any term or provision of this Agreement is deemed illegal, invalid, and/or unenforceable, such term shall be modified to the extent necessary to make it legal, valid, and enforceable, and, if necessary, severed from this Agreement. In the event of a modification to or severance of any term of this Agreement, all other terms and provisions of this Agreement shall remain in full force and effect. A determination that a particular provision of this Agreement is unlawful or otherwise unenforceable shall not render the remaining provisions of this Agreement or the entire Agreement unenforceable.
35. This Agreement constitutes a full integration of the understanding and agreement between the Parties. Only those terms expressly set forth in this Agreement have been agreed to and have binding effect on the Parties.
36. The Parties acknowledge and agree that this Agreement constitutes a binding contract and shall be effective when signed by both Parties.
37. Customer acknowledges that a copy of the executed Agreement was provided to them at the time of signing. Customer shall not sign the Agreement in blank.



**REVIEWED**

By Devon.Murtha at 2:22 pm, Jan 29, 2025

I acknowledge that I have read and understand this page. Initials: \_\_\_\_\_



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
 12/2/2025 12/3/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Lockton Insurance Brokers, LLC CA License #0B99399 777 S. Figueroa Street, 52nd fl. Los Angeles CA 90017 213-689-0065	<b>CONTACT NAME:</b> _____ <b>PHONE (A/C, No, Ext):</b> _____ <b>FAX (A/C, No):</b> _____ <b>E-MAIL ADDRESS:</b> _____														
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td><b>INSURER A:</b> The Cincinnati Insurance Company</td> <td>10677</td> </tr> <tr> <td><b>INSURER B:</b> Carolina Casualty Insurance Company</td> <td>10510</td> </tr> <tr> <td><b>INSURER C:</b> Navigators Specialty Insurance Company</td> <td>36056</td> </tr> <tr> <td><b>INSURER D:</b> United Specialty Insurance Company</td> <td>12537</td> </tr> <tr> <td><b>INSURER E:</b> Homesite Insurance Company of Florida</td> <td>11156</td> </tr> <tr> <td><b>INSURER F:</b></td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	<b>INSURER A:</b> The Cincinnati Insurance Company	10677	<b>INSURER B:</b> Carolina Casualty Insurance Company	10510	<b>INSURER C:</b> Navigators Specialty Insurance Company	36056	<b>INSURER D:</b> United Specialty Insurance Company	12537	<b>INSURER E:</b> Homesite Insurance Company of Florida	11156	<b>INSURER F:</b>
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<b>INSURED</b> 1535493 American Home Contractors, LLC 11820 West Market Place, Suite F Fulton, MD 20759															

**COVERAGES**                                      **CERTIFICATE NUMBER:** 21197490                                      **REVISION NUMBER:** XXXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
C	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> SIR \$150,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: _____	N	N	ATN2429933	12/2/2024	12/2/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 _____ \$ _____
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	N	N	EBA 066 66 07	12/2/2024	12/2/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX _____ \$ _____
D	<b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE	N	N	LA24EXCZ0FQMDIC	12/2/2024	12/2/2025	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000 _____ \$ XXXXXXXX
B	<b>WORK AND EMPLOYERS' COMPENSATION</b> ANY PERIOD OF EMPLOYMENT (Mandatory) If yes, describe: _____ <div style="border: 1px solid black; padding: 5px; width: fit-content;"> <p style="text-align: center;"><b>APPROVED</b></p> <p style="text-align: center;">Montgomery County</p> <p style="text-align: center;">Historic Preservation Commission</p> <p style="text-align: center;"><i>Karen Buelit</i></p> </div>	N	A	BNET298334531	12/2/2024	12/2/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E	Excess	N		CXP-042449-00	12/2/2024	12/2/2025	Each Limit: \$2 Mil Agg: \$2 Mil

DESCRIPTION: \_\_\_\_\_ (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

**REVIEWED**  
 By Devon.Murtha at 2:22 pm, Jan 29, 2025

<b>CERTIFICATE HOLDER</b>  <p style="text-align: center;"><b>21197490</b> For Information Only</p>	<b>CANCELLATION</b> See Attachment  <p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</p> <p>AUTHORIZED REPRESENTATIVE</p> <p style="text-align: center;"><i>[Signature]</i></p>
--	--

HAWP attachments



Western face of roof as viewed from 2nd floor window of 3906 Washington Street

APPROVED  
Montgomery County  
Historic Preservation Commission  
*Karen Bunkit*

**REVIEWED**

By Devon.Murtha at 2:22 pm, Jan 29, 2025



South side of the house

APPROVED  
Montgomery County  
Historic Preservation Commission  
*Karen Dunlop*

**REVIEWED**

By Devon.Murtha at 2:22 pm, Jan 29, 2025



Front (West) side of the house

APPROVED  
Montgomery County  
Historic Preservation Commission  
*Karen Buelit*

**REVIEWED**  
By *Devon.Murtha* at 2:22 pm, Jan 29, 2025



North side of the house

APPROVED  
Montgomery County  
Historic Preservation Commission  
*Karen Bunkle*

**REVIEWED**

By Devon.Murtha at 2:22 pm, Jan 29, 2025



Downspout on NE corner of house

APPROVED  
Montgomery County  
Historic Preservation Commission  
*Karen Benoit*

**REVIEWED**

By Devon.Murtha at 2:22 pm, Jan 29, 2025





East side of the house from Connecticut Ave median

APPROVED  
Montgomery County  
Historic Preservation Commission  
*Karen Bunkit*

**REVIEWED**  
By Devon.Murtha at 2:22 pm, Jan 29, 2025



APPROVED  
Montgomery County  
Historic Preservation Commission  
*Karen Bunkit*

corner of house

**REVIEWED**  
By Devon.Murtha at 2:22 pm, Jan 29, 2025



Gutter and downspouts on front (east side) of house

APPROVED  
Montgomery County  
Historic Preservation Commission  
*Karen Benoit*

**REVIEWED**  
By Devon.Murtha at 2:22 pm, Jan 29, 2025



APPROVED  
Montgomery County  
Historic Preservation Commission  
*Karen Buelit*

round downspout on sw corner of house

**REVIEWED**

By Devon.Murtha at 2:22 pm, Jan 29, 2025



DEPARTMENT OF PERMITTING SERVICES

Marc Elrich  
County Executive

Rabbiah Sabbakhan  
Director

# HISTORIC AREA WORK PERMIT APPLICATION

Application Date: 1/22/2025

Application No: 1102220  
AP Type: HISTORIC  
Customer No: 1386324

### Comments

Current gutters are 4" half round and likely undersized. Installation of solar roof requires larger gutters and downspouts.

### Affidavit Acknowledgement

The Homeowner is the Primary applicant  
This application does not violate any covenants and deed restrictions

### Primary Applicant Information

Address 3904 WASHINGTON ST  
KENSINGTON, MD 20895

Homeowner Carr (Primary)

### Historic Area Work Permit Details

Work Type ADD  
Scope of Work Replace gutters and downspouts

