

THE CORPORATION OF THE CITY OF ST. THOMAS

COMMUNITY IMPROVEMENT PROGRAM EVALUATION COMMITTEE

June 22, 2021 2:00 P.M. ZOOM MEETING

- 1. Disclosure of Interest
- 2. Confirmation of Minutes: May 6, 2021
- 3. Project Applications
 - a) 488 Talbot Street
- 4. Adjournment

<u>THE CORPORATION OF THE CITY OF ST. THOMAS</u> <u>CIP EVALUATION COMMITTEE</u>

<u>ZOOM</u>

<u>MAY 6TH, 2021</u>

The meeting convened at 3:00 p.m. with Harrison Cole, Chair, presiding.

ATTENDANCE

<u>Members</u> Harrison Cole, MHC Councillor Jim Herbert Councillor Joan Rymal Russell Schnurr, DDB Susan Boldt, DDB <u>Officials</u> Wendell Graves, City Manager Crystal Penney, Planning & Building Services Coordinator

DISCLOSURES OF INTEREST

Nil.

MINUTES

Moved by Councillor Herbert – Susan Boldt:

THAT: The minutes of the meeting held on March 25th, 2021 be confirmed.

Carried.

PROJECT APPLICATIONS

33 Mary Street West - Boun Im

Ms. Penney advised that the previous structure was in severe disrepair with the exterior needing substantial work as well as updated to the HVAC system, plumbing and electrical to bring the building up to code. The building was demolished in February 2021.

Ms. Penney advised that the applicant is currently in the process of rebuilding the home, which previously housed 3 units and will now contain 4 units. She added that the applicant has applied for the grant funding.

Committee members agreed that this type of project does fit the requirements of the Community Improvement Program, however, usually a project comes forward much earlier in the process since the building exterior is already complete.

Ms. Penney advised the committee that the owner is aware that the funding only pertains to costs incurred going forward in the project from the time committee gives approval.

Moved by Councillor Herbert – Russell Schnurr:

THAT: The Community Improvement Program application for 33 Mary Street West be approved.

Carried.

UPDATED PROJECT LIST

The City Manager provided an update on current projects and those nearing completion. He added that a letter has been sent to some of the stale files, requesting status of the project and advising the applicants that if no response is received the files will be closed.

ADJOURNMENT

Moved by Russell Schnurr – Councillor Rymal:

THAT: The meeting be adjourned at 3:15 pm

Carried.

CONFIRMED



t. (519) 633.2560 **f.** (519) 633.6581

FINANCIAL INCENTIVES PROGRAM ST. THOMAS COMMUNITY IMPROVEMENT PLAN APPLICATION FORM

OFFICE USE:	Date Application Received:	June 11, 2021	File Number:
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INSTRUCTIONS

- If the space provided is insufficient to respond to the question, please provide additional information on a separate page, clearly marked as to the subject question, and attached to the application form.
- Please attach financial quotes, drawings or other required information as appropriate.
- We recommend that the applicant keep a copy of the application form for your own records.
- To ensure that the application is readable, please fill out online or print in ink.
- Please ensure that the application has been signed by the property owner or authorized agent and commissioned.

OWNER/APPLICANT

1.	Property Owner				
	Name:				
	Address:				
	Postal Code:		Phone:	Fax:	
	Email:				
2.	Agent/Applicant				
	Name:				
	Company:				
	Address:				
	Postal Code:		Phone:	Fax:	
	Email:				
	Who is the primary	contact?			
	□ Registered Owne	er 🗆 Applio	cant/Agent		
	*Note: Unless othe	erwise requested	all communications w	vill be sent to the Applicant.	
	*Please indicate th	e method of com	nmunication you would	d like to be contacted by.	
	Phone	□Email	□Fax	□Mail	
Comm	unity Improvement Progra	am			

SUBJECT PROPERTY

1.	Municipal Address:		
2.	Legal Description:		
3.	Brief Description of Current Use:		
4. /	Are property taxes for the subject property in arrears?	□ Yes	🔲 No
5. <i>1</i>	Are there any outstanding orders registered against the subject property?	Tes Yes	🔲 No
6. /	Are there any outstanding violations under the Fire Code?	□ Yes	No
7. I	lave grants previously been received from the City for the subject property?	□ Yes	🛛 No
	f yes, please describe, including total amounts of grants:		

PROGRAM CHECKLIST

Please place a check next to the program(s) that you are applying for:

Heritage Design Grant Program
Heritage Façade and Building Improvement Program
Residential Program
Development Charge Grant Program
Tax Increment Grant Program
Parkland Dedication Grant Program
Planning and Building Fees Grant Program
Heritage Tax Relief Grant Program
Environmental Site Assessment Grant Program

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Please fill out the following sections with regards to the program(s) you are applying for. If additional space is required, please attach the information on a separate sheet.

DESCRIPTION OF PROPOSED RESIDENTIAL IMPROVEMENT PROJECT (IF APPPLYING FOR RESIDENTIAL)

GENERAL APPLICATION QUESTIONS

1. Is your property a designated heritage building?	☐ Yes	🗖 No
2. Is your property listed by the local Municipal Heritage Committee as a building of historic of architectural value?	Y es	🗖 No
3. Is your property located with the Downtown St. Thomas Heritage Conservation District?	☐ Yes	🗖 No
4. What is the current status of the building?		
If other, please explain:		
5. Are you converting and/or rehabilitating this space?	Tes 7	No
If yes: a) are you creating new residential units? b) are you rehabilitating vacant residential units? c) are you bringing occupied residential units up to code?	☐ Yes ☐ Yes ☐ Yes	NoNoNo
6. Are you intensifying and/or redeveloping this space?	☐ Yes	🗖 No
If yes: a) are you creating new residential units through the addition of new building space?	☐ Yes	D No
b) are you demolishing existing building(s) to create a new building with new residential units?	☐ Yes	🗖 No
How many residential units are being added?		
7. Are you adding commercial space? Yes No		
If yes, please provide the square footage		
8. Please specify the financial incentives you are interested in if applying	for the follo	wing programs:



9. If you are applying for the Façade Improvement Program, please specify what part of the building you are making improvements on? (Note: side and rear façade improvements are eligible only if the public view of the building is significant)

Front Façade	
Side Façade	
Rear Facade	

10. Please specify what CIP area your property is located within.

11.	Estimated total construction cost for the residential project:	
12.	Estimated total construction cost for the façade improvement:	
13.	Estimated total design and other profession costs:	

(Note: You will be given estimates for funding on grants and loans based on the above estimates. The final calculations of grants and loans will be based on the building permit value for construction costs and actual receipts for design and professional costs.)

14. Have you made an application for a Building Permit Yes No pertaining to the work being proposed?

AUTHORIZATION OF OWNER

If the applicant is not the owner of the subject lands, please complete the owner authorization concerning personal information as set out below.

I, _____, am the owner of the subject lands, and I authorize

, to act on our behalf as the agent for the submissions required

for all matters relating to the subject lands, and to provide any of my personal information that will be

included in this application or collected during the planning process.

Date

Signature of Owner

AFFIDAVIT OR SWORN DECLARATION



make oath and say (or solemnly declare) that the information provided by the applicant in this application is accurate, and that the information contained in the documents that accompany this application is accurate.

Sworn (or declared) before me at the $\frac{St. Thomas}{City}$ on this $\frac{11}{Day} day of \frac{6}{Month}$, $20\frac{21}{Year}$.

Signature of Commissioner of Oaths, etc.

June 11/2

JONATHON DARYL HINDLEY, a Commissioner, etc., Province of Ontario, for the Corporation of the City of St. Thomas. Expires March 23, 2024.

Two Rivers Restoration

Heritage Masonry

SCOPE OF WORK

488 Talbot Street

Alexandre Krucker **Two Rivers Restoration** 189 Huron Street Guelph, ON N1E5L9

DELIVER TO

Harrison Cole 488 Talbot Street, St. Thomas, ON N5P 1C2 tworiversrestoration.ca 519.400.3633 info@tworiversrestoration.ca

519.852.0941 hcole@colemunro.com

PROJECT OVERVIEW

- Clean brickwork
- Replace deteriorated brickwork
- Repoint deteriorated mortar joints
- Restore three original window openings and install new sills
- Rebuild left brick pilaster to ensure brickwork is tied back into the building
- Repair brick parapet where structurally unsound, in preparation for new flashing
- Remove unused chimney stacks and retain salvageable bricks for repair work
- Restore original decorative dichromatic brickwash



Our Approach

Historic masonry structures often require repair due to natural weathering and previous improper repairs. It is important to use material that is compatible with original building construction and make repairs that match surrounding work. The goal is not to disguise the age of the building but to restore structural integrity while preserving heritage building elements.

Understanding original materials and method help us to decide best practice when performing repair work. This building was built with lime-based mortar and soft, porous brick. Replacement material will also use lime and brick that can provide a close match in quality and appearance.

Portland cement can have a disastrous effect on historic masonry by inhibiting the natural egress of water and being harder than original masonry units. This can lead to premature spalling and cracking.

The best source of replacement masonry units can be from the building itself as it provides a perfect match in quality, appearance, and dimensions. Often the reverse side of bricks are in good condition and the brick can be flipped and return to its same position allowing it to provide more use.



Figure 1 Previous cement repair on fourth floor of commercial building has led to further deterioration and public safety hazard

Building Description

Two-storey, 19th century Italianate Ontario-vernacular commercial building in downtown St. Thomas. Buff brick construction with decorative dichromatic brickwork, red and black colour washed. Two distinct string-course features (top to bottom): Red washed brick courses with buff brick header course; three course buff brick in saw tooth pattern surrounded by basketweave coloured brickwork. Three windows with segmental arches using dichromatic patterns. Pilasters feature decorative brickwork with dichromatic colouring.

- Listed as 'Contributing' to Downtown St. Thomas Heritage Conservation District (2018).
- The Free Library Building (Upper Block) (1884), 486-488 Talbot Street.¹
- Period of construction 1894. The Free Library Building/Upper Block. Built by J.S. Upper.²

¹ Downtown St. Thomas Heritage Conservation District Study, 3.10

² City of St. Thomas Heritage Inventory, p.215.

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BRICK REPLACEMENT

- 1. Deteriorated masonry units to be removed carefully with Arbortech or other tools to maximize salvageable material.
- 2. Deteriorated masonry is defined as: loose, spalled, eroded, cracked or otherwise unsound.
- 3. If salvaged brick has a sound reverse face the brick will be replaced in situ.
- 4. If no salvaged brick is available a suitable matching brick in colour and permeability will be substituted: *Vintage Brick*, Leicester Multi Cream.
- 5. Mortar will be a 1:3 ratio of sharp sand to pozzolanic lime mortar (PHL 3.5).
- 6. Mortar colour match to be determined on site using a blend of mineral mortar dye (Interstar).



REPOINTING

- 1. All equipment used for the removal of existing mortar shall be designed and used to minimize damage to masonry units and operated by competent workers. These include hand chisel, pneumatic chisels, and Arbortech.
- 2. Grinders will only be used to cut a relieving slot in hard or cement mortar to minimize damage from hand chisels.
- 3. Deteriorated mortar to be removed to a minimum depth of 25mm and cleaned out.
- 4. Mortar will be a 1:3 ratio of sharp sand to pozzolanic lime mortar (PHL 3.5).
- 5. Mortar colour match to be determined on site using a blend of mineral mortar dye (Interstar).
- 6. Tooling to match profile of existing joints.
- 7. Newly pointed masonry to be protected from rain and harsh winds until initial set is achieved.



BRICK WASH

Site observations show that the building has several dichromatic features that use red and black washes on buff brick. Observations of the adjoining building show where colour was used to achieve patterns.

Two Rivers Restoration can explore reinstating the brick wash on replacement brickwork to blend in with the surrounding finish if desired. Our brick wash is a traditional blend of mineral dye, water, and alum. Providing a lasting but breathable finish to the masonry.

*It is important that colour-matching and test panels are completed before work is initiated to ensure quality of final product.



Figure 2 Red Wash applied to historic brick in Toronto, Ontario

MASONRY CLEANING

Site observations show soiling on the parapet and where cloth awnings were once above three windows on second storey.

Client has indicated a desire to do a gentle clean of the brick surface to expose deteriorated masonry in heavily soiled areas and ensure repair work matches the look of the existing brickwork.

Two Rivers Restoration offers a gentle water cleaning system designed for use on historic masonry buildings. This system uses the ThermaTech® hot pressure washer system created in the UK for work on sensitive masonry structures.³ In addition, chemical products produced by EacoChem will be used for the removal of stains and other heavy soiling. These include *OneRestore* or *Heritage Restorer*.⁴



Figure 3 Gentle steam pressure wash cleaning on heavily soiled brickwork

⁴ EaCo Chem's Product Line-Up

³ ThermaTech Stone Masonry Cleaning Machine & Paint Removal System (restorative-products.com)

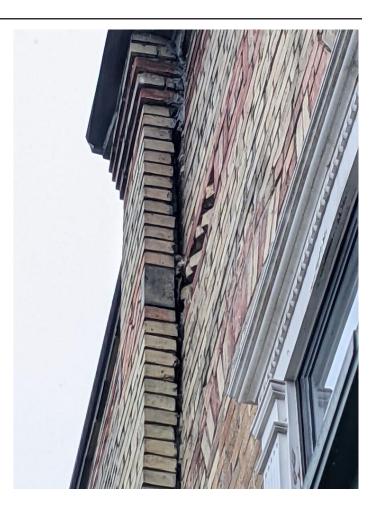
PILASTER REPAIR

Site observation shows significant separation of brick pilaster on the left side of façade. It is unclear if the pilaster was ever properly tied back into the structure with a full header return. Additionally, diagonal brick pattern on face of the pilaster differs from the other two pilasters on the building indicating the possibility that this pilaster's construction was influenced by changes made to the building in the form of an addition or severance.

The gap in the return ranges from approximately an inch to several inches at the top.

Recommendations:

- Closer observations be made to determine the severity of the displacement.
- All half-brick (fake headers) be removed and replaced with full headers and brick ties to ensure pilaster is sufficiently secured to the structure.
- Large voids to be filled with brick and packed with mortar.



MUNICIPAL GUIDELINES REVIEW

Downtown St. Thomas Heritage Conservation District

4.3.2.3 Façade Patterns:

Policies

- Maintain and restore existing windows and doors in their original sizes...
- Maintain and restore existing architectural elements that divide and break up the façade into smaller sections
- Maintain and restore existing parapets and rooflines

Guidelines

- Should there be a part of the building that is beyond repair and cannot be restored, use materials, and forms that restore by existing evidence or replace in kind or with sympathetic materials
- Avoid making imitations based on conjecture rather than evidence in documents or existing building elements

4.3.2.4 Materials: Brick

Policies

- Avoid abrasive cleaning methods, such as sandblasting, sanding disks, and grinders, as they clean by removing a small portion of the brick surface and permanently damage the material. Cleaning methods recommended for brick are water cleaning, the gentlest cleaning method, and chemical cleaning...
- Maintain and restore brick masonry by using appropriate techniques for repointing and using compatible mortar. Older buildings use high lime content mortar, which is weaker than contemporary Portland cement mortar. Using appropriate mortar will prevent further deterioration...
- Choose and appropriate mortar when repointing historic masonry. The mortar in masonry assembly is the sacrificial element, being the weakest in strength. Mortar strength should be appropriate to the brick so that all the thermal expansion happens at the mortar joints first.
- Choose materials that are similar in kind, colour, strength, and durability when using mortar and masonry units to replace existing deteriorated units. Using materials that are incompatible can cause more damage in the long term.

ESTIMATE

Two Rivers Restoration Heritage Masonry

Alexandre Krucker **Two Rivers Restoration** [73641 6934 RT0001] 189 Huron Street Guelph, ON N1E5L9 519.400.3633 info@tworiversrestoration.ca Date: March 8, 2021 Valid Until: April 5, 2021 Estimate #: E0014

DELIVER TO

Harrison Cole 488 Talbot Street, St. Thomas, ON N5P 1C2 519.852.0941 hcole@colemunro.com

DESCRIPTION	QTY	UNIT PRICE	TOTAL
General Site Conditions	1	\$3,720.00	\$3,720.00
Brick Cleaning - Gentle hot water pressure wash cleaning using ThermaTech cleaning equipment and EacoChem	1	350 sqft. @ \$3.25/sqft.	\$1,137.50
OneRestore and Heritage Restorer Includes equipment rental, delivery, and operation		ThermaTech	\$1,358.36
 Window Opening Restoration** Demolition of existing bay window, install of shoring posts Demolition of bricked up windows and repair of window reveals Rebuild brick façade where it had previously been removed for the bay window 	1	\$4,670.00	\$4,670.00
Install Custom Stone Sills - Indiana limestone with cut drip edge - Includes transport, and materials	3	\$345.50	\$1,036.50
 Pilaster Repair Replace half brick headers with full header returns and brick ties Fill voids with brick and packed mortar 	1	\$2,640.00	\$2,640.00
Chimney Stack Demolition Carefully remove bricks from stack and saving any for repair work Patch hole in roof 	2	\$675.00	\$1,350.00
Brick Replacement – General - Includes material handling and waste disposal - Includes colour matched mortar	25 brick*	\$15.25/brick	\$533.75
Mortar Repointing – General - Includes material handling and waste disposal - Includes colour matched mortar	500 linear feet*	\$3.50/ linear foot	\$1,750.00
 Brick Wash – Dichromatic Brickwork Alum based brick wash to match colour patterning of existing site conditions 	1	206 brick in red wash @ \$1.70/brick	\$350.20

		40 brick in black wash @	
		\$2.20/brick	\$88.00
Scaffolding	1	\$9,146.32	\$9,146.32
 Ring system scaffolding, debris netting 			
 Includes engineered drawings, delivery installation, ongoing management for duration of project and 			
dismantle			
		SUBTOTAL	\$27,780.63
		HST (13%)	\$3,611.48
		TOTAL	\$31,392.11
		DEPOSIT (15%)	\$4,708.82

NOTES & TERMS

- The details and the estimate provided are based on our first inspection and do not constitute a guarantee that no further work will be required. The total bill of work will be as per the details available on completion of the work.
- A deposit of 15% is required to secure the contract and schedule the work. This deposit will be paid on the signing of the contract. Progress payments due upon line-item completion, with 15% deposit amount subtracted from each grand total. Additional progress payments for general site conditions and scaffolding made in conjunction with billing and a final payment of 10% made at the completion of project.
- Client to provide clean and clear access to worksite, potable water, and electrical outlets.

*Initial estimation based on first site visit. Will be adjusted upon closer inspection of the building's condition.

**May require further consideration after consulting architectural drawings.



Sales Rep Name:Foster, KentSales Rep Phone:416-768-1260Sales Rep Fax:905-362-5362Sales Rep E-Mail:FosterKS@pella.com

Customer Information	Project/Delivery Address	Order Information
425 - Kent Foster	370 - Harrison Cole	Quote Name: 370 - Harrison Cole - WOOD CLAD
72 Stone Chruch Road		
		Order Number: 425
Hamilton, Ontario	Lot #	Quote Number: 13843814
Primary Phone: (416) 7681260	3	Order Type: Non-Installed Sales
Mobile Phone:	County:	Wall Depth:
Fax Number:	Owner Name:	Payment Terms:
E-Mail: fosterks@pella.com		Tax Code: HST
Contact Name:	Owner Phone:	Cust Delivery Date: None
		Quoted Date: 3/24/2021
Great Plains #: 1004210152		Contracted Date:
Customer Number: 1008277833		Booked Date:
Customer Account: 1004210152		Customer PO #:

Customer Notes: ADD INSTALLATION = \$2,400.00 + HST

Line # Location:	Attributes	
10 FRONT Frame Radius - 43.52381"	Pella® Reserve, Traditional, Single Hung, 32 X 83, Black	Qty3
РК # 2085 Viewed From Exterior	1: Traditional, 3283 Single Hung, Equal Frame Size: 32 X 83 X 79 15/16 General Information: Standard, Luxury, Clad, Pine, 5", 3 11/16" Exterior Color / Finish: Painted, Standard Enduraclad, Black Interior Color / Finish: Unfinished Interior Sash / Panel: Ogee, Ogee, Standard, No Sash Lugs Glass: Insulated Dual Low-E Advanced Low-E Insulating Glass Argon Non High Altitude Hardware Options: Cam-Action Lock, Matte Black, No Window Opening Control Device, No Limited Opening I Sensor Screen: Half Screen, Standard EnduraClad, Black, Standard, InView [™] Performance Information: U-Factor 0.29, SHGC 0.28, VLT 0.53, CPD PEL-N-232-00781-00001, ER 20, Egre Grille: No Grille, Wrapping Information: 6" Installation Clips, Branch Supplied, No Exterior Trim, 3 11/16", 5", Factory Applied, F Length = 225".	ess Not Calculated

Rough Opening: 32 - 3/4" X 83 - 3/4"

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

Line # Location:	Attributes	
15 SIDE	Lifestyle, 2-Wide Double Hung, 47 X 41.5, Without HGP, Black	Qty
PK # 235 Viewed From Exterior	 1: 23.541.5 Double Hung, Equal Frame Size: 23 1/2 X 41 1/2 General Information: No Package, Without Hinged Glass Panel, Clad, Pine, 5", 3 11/16", Black Exterior Color / Finish: Standard Enduraclad, Black Interior Color / Finish: Unfinished Interior Glass: Insulated Low-E Advanced Low-E Insulating Glass Argon Non High Altitude Hardware Options: Cam-Action Lock, Matte Black, No Limited Opening Hardware, Order Sash Lift, No Integrated Screen: Full Screen, Black, InView^{™M} Performance Information: U-Factor 0.30, SHGC 0.30, VLT 0.57, CPD PEL-N-35-00362-00001, ER 19, Egress I egress, but may comply with local code requirements Grille: No Grille, Vertical Mull 1: FactoryMull, Standard Joining Mullion, Mull Design Pressure- 20, Overall Thru Direction- Vertical 2: 23.541.5 Double Hung, Equal Frame Size: 23 1/2 X 41 1/2 General Information: No Package, Without Hinged Glass Panel, Clad, Pine, 5", 3 11/16", Black Exterior Color / Finish: Standard Enduraclad, Black Interior Color / Finish: Standard Enduraclad, Black Interior Color / Finish: Unfinished Interior Glass: Insulated Low-E Advanced Low-E Insulating Glass Argon Non High Altitude Hardware Options: Cam-Action Lock, Matte Black, No Limited Opening Hardware, Order Sash Lift, No Integrated Screen: Full Screen, Black, InView^{™M} Performance Information: U-Factor 0.30, SHGC 0.30, VLT 0.57, CPD PEL-N-35-00362-00001, ER 19, Egress I egress, but may comply with local code requirements Grille: No Grille, Wrapping Information: 6" Installation Clips, Branch Supplied, No Exterior Trim, 3 11/16", 5", Factory Applied, Pel Length = 177". 	Does not meet typical United States d Sensor Does not meet typical United States

Rough Opening: 47 - 3/4" X 42 - 1/4"

Line #	Location:	Attributes		
20 S View	REAR	Lifestyle, Double Sliding Door, Contemporary, Fixed / Vent Left, 95.25 X 95.5, Without		

Rough Opening: 96" X 96"

Line #	Location:	Attributes		
25	None Assigned	ADDPRTTORM010001 - Delivery (Zone A)	Qty	
			1	

Thank You For Purchasing Pella® Products

PELLA WARRANTY:

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

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

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

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

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

ARBITRATION AND CLASS ACTION WAIVER ("ARBITRATION AGREEMENT")

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

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

Product Performance Information:

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

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

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

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

For more performance information along with information on Florida Product Approval System (FPAS) Number and Texas Dept. of Insurance (TDI) number go to www.pella.com/performance.

DEFECT AND SHORTAGE CLAIMS: Customer shall be responsible to inspect the product purchased pursuant to this Proposal and the delivery ticket for each delivery within two business days of receipt. In the event Customer claims that any of the products is defective or the quantities are not consistent with the delivery ticket, Customer shall give written notice to Seller within 3 business days of receipt of the product of all claims that product is defective or of quantities differing than recited in the delivery ticket. If Customer fails to provide said written notice, Customer shall be deemed to accept the product as to any latent or obvious defects (but not latent defects which cannot be discovered by a reasonable inspection) and the quantities described in the delivery ticket.

ACCEPTANCE OF WORKS AND MATERIALS: The Customer shall inspect all material immediately upon delivery. All work performed and materials supplied under this Proposal shall be deemed to comply with all terms of the Proposal unless Seller is notified in writing to the contrary within five (5) days following delivery.

PHOTO / VIDEO RELEASE: I hereby authorize Pella Corporation, its affiliates and/or subsidiaries to use, reproduce, and/or publish photographs and/or video that may pertain to me and my project, including materials described below, without compensation. I understand that this material may be used in various communications (e.g. Website, e-newsletters, promotional materials, etc).

Consequently, the Corporation may publish materials, photographs, and/or make reference to the project in a manner that the Corporation or project sponsor deems appropriate

Project Checklist

Delivery date required:_____ Customer initial:_____

Please note: If you are not able to receive your Pella Windows and Doors within 2 weeks of your agreed delivery date, you will be required to provide an alternative delivery address.

Site Supervisor name and telephone number:

Customer email:_____

Jobsite Directions (include the major crossroads):

Jobsite access special notes:

Customer: 425 - Kent Foster	Project Name: 370 - Harrison	۱ Cole	Order Number: 425	Quote Number: 13843814
Installation expectations reviewed \Box ((if applicable)			
CSR Discussed			Warranty Discussed	
Credit Policy Discussed			20 Years IG Units - 10 Years Decorative Glass	s 🗆
COD Amount Discussed			10 Years Material / Parts / Workmanship	
Need Date calendar reviewed			2 Years Labour	
			Recommended Maintenance Discussed	
Product specifications on order review	ved □			
Series			Contract Amount	
Exterior Colour				
Interior Finish			Deposit Amount	
Jamb Depth				
Glazing			Balance Due	
Window Hardware				
Door Hardware			$ Payment Method \Box Cheque \Box Ter $	ms
Grilles				
Screen Mesh				
Screen Frame				
Blind/Shade Colour				
Blind/Shade Orientation	stacking Bottom stacking			

Hinge/Slide Discussed (Note: hinge/slide is as viewed from exterior) \Box

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Customer Name	(Please print)	Pella Sales Rep N	Name (Please print)
Customer Signature		Pella Sales Rep S	Signature
Date		Date	

Order Totals	
Taxable Subtotal	\$13,989.19
Sales Tax @_13%	\$1,818.59
Non-taxable Subtotal	\$0.00
Total	\$15,807.78
Deposit Received	\$0.00
Amount Due	\$15,807.78

Credit Card Approval Signature