

From: [Salina Amey](#)
To: [*CI-StPaul_LegislativeHearings](#)
Cc: [#CI-StPaul_Ward7](#); [*CI-StPaul_CC-Ward6](#); [#CI-StPaul_Ward5](#); [#CI-StPaul_Ward4](#); [#CI-StPaul_Ward3](#); [#CI-StPaul_Ward2](#); [#CI-StPaul_Ward1](#); [Erick Kaardel](#); [Martin, Lisa \(CI-StPaul\)](#); [Hesse, Daniel \(CI-StPaul\)](#); [Ekobena, Richard \(CI-StPaul\)](#); [Miller, Jeremy \(CI-StPaul\)](#); [Zimny, Joanna \(CI-StPaul\)](#); [Tierney, Rachel \(CI-StPaul\)](#); [Upper Midwest Law Center](#); [Harrington, Stephanie \(CI-StPaul\)](#); [Jeff Meitrodt](#); [Albornoz, Carlos \(CI-StPaul\)](#); [Her, Kaohly \(CI-StPaul\)](#); [Xiong, ThaoMee \(CI-StPaul\)](#); [Erick Kaardel](#); [Scott McKown](#); [Salina Amey](#)
Subject: (2) Appeal of Condemnation and Order to Vacate RLH VO 21-34, Viking Documents (Part two of two)
Date: Sunday, August 29, 2021 5:04:05 PM
Attachments: [Miscellaneous Documents Re Viking Contract.pdf](#)
[Crestline Window Specs.pdf](#)
[Midwest Environmental Lead Report.pdf](#)
[Lawsuit by Viking Mechanics Lien.pdf](#)
[US EPA Complaint Viking two of two..pdf](#)
[US EPA Complaint Viking one of two.pdf](#)

Think Before You Click: This email originated **outside** our organization.

Dear Legislative Hearing Staff, City Council Members, and all others,

(Part 2 of 2)

Please consider the attached documents with regards to the manner in which St Paul DSI, under Building Official Steve Uble, handled contractor issues with Viking Exteriors in my appeal of the decision of Marcia Moermond to recommend the condemnation of my home and the retroactive order to vacate my home by Friday, August 27, 2021.

Sincerely,

Salina Amey

Salina Aune

August 28, 2021

St Paul City Legislative Hearing
Court File #

Condemnation Hearing / Order to
vacate

Hearing Date Scheduled

for Sept. 7, 2021

St Paul City Council

Miscellaneous Documents

Re. Viking Exteriors

re Viking Aluminum Inc.

Contract at 283 Currier St E.



Viking Exteriors

A DIVISION OF VIKING ALUMINUM, INC.

901 N. CONCORD ST. – SO.ST. PAUL, MN 55075 - LICENSE #BC003773

(651) 256-1061 Fax (651) 256-1064

Web Address: www.vikingexteriors.com Email: office@vikingexteriors.net

Purchaser: Salina Amey
Address: 283 E Curtice
City, State, Zip: St Paul MN 55107

Date 09/26/2019

Home: 651-310-0923
Work:
Email: salina_amey@hotmail.com

Viking will furnish and install all labor and materials to:

Windows: Remove 10 sets of prime window sashes and exterior storm windows, Insulate weight pockets, Install 10 double hung, 1 double set awning and 1 single awning. Crestline Elite Clad Premium Replacement windows and the Jeld-Wen Clad W 3500 awning series. Includes covering exterior window stops with aluminum cladding and seal with high quality sealant. Price \$14,414.00

Chimney: Remove existing brick chimney and liner down to 2 floor, (floor height) , Install roof deck, underlayment and shingles, to patch in hole on roof. Install 3/4" plywood to patch hole in floor. Price \$ \$1,892.00

Plumbing: bid see attached. Water heater \$2,880.

Includes all permits and removal of all construction debris from site. All work to be perform in a EPA lead safe manner. Does not include smoke and C/O detectors if required.

PRICE AND PAYMENT TERMS

Buyer shall pay \$ \$19,186.00 to Viking Exteriors ("Viking") with payments as follows:
Down Payment \$ 593.00 due on With Contract.
Final Payment \$ 18,593.00 due on When Completed. Through Neighbor Works Home Partners

Rec OK #
8274

ACCEPTANCE OF AGREEMENT

By signing below, you accept the scope of work; specifications; terms and conditions herein, on page 2, and on additional pages; and prices stated in this Agreement. Viking is authorized to begin work on the earliest available date.

In the event this Agreement was procured through a home solicitation sale as defined by Minnesota Statutes Section 325G.06, you may rescind your agreement as set forth in the accompanying Notice of Cancellation. You, the buyer, may cancel this purchase at any time prior to midnight of the third business day after the date of this purchase. See attached Notice of Cancellation form for an explanation of this right. In all other circumstances, this Agreement is binding when signed by you and us.

Customer – please fill in below

Contractor\Representative John Meyer

x

Salina Amey

Purchaser

Make All Checks Payable to: Viking Exteriors

x

Purchaser

Credit cards accepted with a 3.5% up charge

Email: salina_amey@hotmail.com

Billing preference: Email or USPS (please circle one)

We appreciate your business and look forward to working with you.

Additional Terms and Conditions

1. **Contingency:** This Agreement is subject to the approval of Viking Exteriors ("Viking") management and may be declined by Viking any time prior to the start of construction.
2. **Construction Documents:** This Agreement merges all agreements between the Parties; any representations not written into this Agreement are not included. The Work consists of the tasks, materials, and services contained in the Construction Documents which consist of this Agreement, addenda, insurance loss statement and supplements, Change Orders, applicable drawings, plans, and specifications. In case of conflict between provisions of this Agreement, the order of precedence for conflict resolution in descending order shall be as follows: (i) Change Orders, including amendments; (ii) this Agreement; (iii) Specifications; (iv) Plans; and (v) Exhibits.
3. **Changes:** Any modification to the Work requires a written Change Order signed by Viking and at least one Buyer. Change Orders may result in extra charges which are the responsibility of the Buyer. Buyer shall sign a Change Order for any additional work required by a government inspector or any supplement or adjustments to a loss statement approved by an insurer.
4. **Performance Guidelines:** The Work shall be completed in accordance with all applicable construction codes and manufacturers' specifications for installation of materials. Buyer acknowledges receiving the Performance Guidelines as required by law before signing this Agreement.
5. **Buyer's Obligations:** By signing this Agreement, Buyer affirms that it is the owner in fee simple of the property. Buyer shall grant Viking clear access, free of ice and snow, to work areas during normal working hours for workers, parked vehicles, delivery and storage of materials, equipment, and rubbish, and holds Viking harmless from damage or injury that may result. Buyer will be charged additional fees for using dumpsters without prior approval. Viking takes reasonable effort to remove construction debris; Buyer holds Viking harmless from any damage or injury caused by any remaining debris. Buyer agrees to provide electric, water, and other utilities at no cost to Viking. Buyer is responsible for identification of all underground utilities before Work begins and holds Viking harmless from any damage or injury resulting from Buyer's failure to do so. Viking shall not be expected to keep gates and doors closed or locked; Buyer holds Viking harmless from all claims arising therefrom. Excess construction material remains the property of Viking. Viking is not responsible for any damage to property in or near the work area, including without limitation, fixtures, drywall, plaster wall construction, decorations, plants, wall hangings, or other parts of premises or its contents, and Buyer holds Viking harmless from any such damage.
6. **Buyer's Work:** Buyer shall not direct the working forces, hire subcontractors, or provide materials or labor for the Work without the written authorization of Viking. Buyer agrees to perform any work authorized by Viking in a workmanlike manner, in conformity with local codes and regulations, without hindering or delaying Viking from its work. Viking provides no warranty for Buyer's work or materials. Trips by Viking or its subcontractors caused by Buyer's work will result in a \$200.00 trip charge for each extra trip.
7. **Pre-existing conditions:** This Agreement is based solely on Buyer's representations and Viking's observations at the time of entering into this Agreement. Buyer assumes complete liability and responsibility for existing or concealed conditions, including soils issues; pre-existing building code, zoning, or other violations; or inadequate physical, mechanical, or electrical conditions currently existing on the Property. Viking may suspend the Work until Viking and Buyer reach agreement on any additional cost and time delay. Existing out of square and plumb conditions may require similar conditions in the new work. Buyer grants Viking the right to make variations, substitutions, or changes as to color, brand, grade, and actual dimensions required by governmental regulations or otherwise that do not adversely and materially affect design and quality.
8. **Hazardous materials:** All hazardous conditions including asbestos, mold, lead, or other hazardous or harmful materials that may exist at or within the Property are assumed and agreed by the Parties to have pre-existed Viking's work. Buyer assumes complete liability and responsibility for all such conditions. Viking may stop work until the condition is corrected. Buyer holds Viking harmless from all mold, fungus, or biological material damages, including but not limited to those set forth on the accompanying Mold Notice and Waiver, which Buyer acknowledges receiving. Buyer acknowledges receiving the Mold Notice and Waiver and the Urea Formaldehyde Disclosure required by law.
9. **Exclusions:** Performance under this Agreement is contingent upon strikes, accidents, weather, or other delays beyond Viking's control. The price of this Agreement does not include material or labor price increases because of unforeseen problems arising after work has begun, market supply shortages, or unusual spikes in market demand. This Agreement price does not include any governmental permit, service, or access charge.
10. **Advertising:** Buyer authorizes Viking to place its yard sign on Buyer's property for identification purposes for workers and material suppliers and for advertising and promotion. Buyer grants Viking unlimited license to record images of the Work in any form and to reproduce those images for advertising and promotional use.
11. **Insurance:** Viking maintains current insurance policies covering its general liability and workers' compensation obligations. Prior to construction, Buyer shall have in place homeowner's insurance covering the finished value of the Work. Buyer waives subrogation and shall obtain from each of its insurers a waiver of subrogation in favor of Viking with respect to losses arising out of or in connection with the Work.
12. **Insurance Deductible:** It is a violation of Minnesota law for Viking to pay, waive, or rebate all or part of any insurance deductible. Buyer agrees to pay its full deductible to Viking.
13. **Cancellation:** Before work begins, the fee to cancel this agreement without legal right to do so, as liquidated damages and not as a penalty, is 25% of the Agreement price plus the actual costs Viking incurred. After work begins, Buyer is responsible for the entire Agreement price. Buyer acknowledges receiving the cancellation notices required by law.
14. **Late Fee and Collection Costs:** A late fee of \$25 shall be charged for any payment received more than 10 days past its due date. Limited to the percent allowable by law, a 1½% monthly collection fee will be added to any outstanding balance not paid within thirty (30) days of when due. Buyer agrees to pay Viking's reasonable costs of enforcing any provision of this Agreement without requiring a court action, including attorney's fees, costs, and disbursements. No part of the final payment shall be conditioned on completion of a governmental inspection.
15. **Warranty Rights:** In addition to any written warranty we may provide you, you acknowledge receipt of a copy of the warranty pursuant to Minn. Stat. § 327A which may also apply. We hereby disclaim all warranties, express or implied, including merchantability or fitness for a particular purpose, Agreement claims, negligence claims, and all other claims for which you have not provided us with written or actual notice within six months from the date of discovery of the problem and which have not been fully resolved within six months from the date you notified us of the claim.
16. **Limitations:** Except as required by Minn. Stat. 327A, Viking is not responsible for damage due to ice dams, excessive wind, subsequent hail or storm damage, leaks from existing skylights, or removal and reinstallation of existing skylights. Unless included in the scope of work, Viking is not responsible for evaluating or modifying the adequacy of your home's ventilation system, or for condensation or damage resulting from inadequate ventilation.
17. **Mechanic's Lien Rights:** Minnesota law requires us to provide you with the following notice:
 - (a) Any person or company supplying labor or materials for this Improvement to your property may file a lien against your Property if that person or company is not paid for the contributions.
 - (b) Under Minnesota law, you have the right to pay persons who supplied labor or materials for this improvement directly and deduct this amount from our Agreement price or withhold the amounts due them from us until 120 days after completion of the improvement unless we give you a lien waiver signed by persons who supplied any labor or material for the improvement and who gave you timely notice.

2017 CHAPTER 327A
STATUTORY HOUSING WARRANTIES

327A.01 Definitions. 327A.02 Statutory Warranties. 327A.03 Exclusions. 327A.04 Waiver and Modification Limited. 327A.05 Remedies
327A.051 Home Warranty Dispute Resolution. 327A.06 Other Warranties. 327A.07 Variations. 327A.08 Limitations

327A.01 Definitions.

Subd 1. Scope. As used in sections 327A.01 to 327A.07, the terms in this section shall have the meanings assigned to them.

Subd. 2. Building standards. "Building standards" means the materials and installation standards of the State Building Code, adopted by the commissioner of labor and industry pursuant to sections 326B.101 to 326B.194, in effect at the time of the construction or remodeling.

Subd. 3. Dwelling. "Dwelling" means a new building, not previously occupied, constructed for the purpose of habitation; but does not include appurtenant recreational facilities, detached garages, driveways, walkways, patios, boundary walls, retaining walls not necessary for the structural stability of the dwelling, landscaping, fences, nonpermanent construction materials, off-site improvements, and all other similar items.

Subd. 4. Initial vendee. "Initial vendee" means a person who first contracts to purchase a dwelling from a vendor for the purpose of habitation and not for resale in the ordinary course of trade.

Subd. 5. Major construction defect. "Major construction defect" means actual damage to the load-bearing portion of the dwelling or the home improvement, including damage due to subsidence, expansion or lateral movement of the soil, which affects the load-bearing function and which vitally affects or is imminently likely to vitally affect use of the dwelling or the home improvement for residential purposes. "Major construction defect" does not include damage due to movement of the soil caused by flood, earthquake or other natural disaster.

Subd. 6. Vendee. "Vendee" means any purchaser of a dwelling and includes the initial vendee and any subsequent purchasers.

Subd. 7. Vendor. "Vendor" means any person, firm, or corporation that constructs dwellings, including the construction of dwellings on land owned by vendees. Vendor does not include a subcontractor or material supplier involved in the construction of a dwelling.

Subd. 8. Warranty date. "Warranty date" means the date from and after which the statutory warranties provided in section 327A.02 shall be effective and is the earliest of: (a) the date of the initial vendee's first occupancy of the dwelling; or (b) the date on which the initial vendee takes legal or equitable title in the dwelling. In the case of a home improvement, the warranty date is the date on which the home improvement work was completed.

Subd. 9. Home improvement. "Home improvement" means the repairing, remodeling, altering, converting or modernizing of, or adding to a residential building. For the purpose of this definition, residential building does not include appurtenant recreational facilities, detached garages, driveways, walkways, patios, boundary walls, retaining walls not necessary for the structural stability of the building, landscaping, fences, nonpermanent construction materials, off-site improvements, and all other similar items.

Subd. 10. Home improvement contractor. "Home improvement contractor" means a person who is engaged in the business of home improvement either full time or part time, and who holds out to the public as having knowledge or skill peculiar to the business of home improvement.

Subd. 11. Owner. "Owner" means any person who owns a residential building on which home improvement work is performed and includes any subsequent owner of the residential building.

Subd. 12. Inspection. "Inspection" means a visual or invasive examination of the alleged property damage.

327A.02 Statutory Warranties.

Subd 1. Warranties by vendors. In every sale of a completed dwelling, and in every contract for the sale of a dwelling to be completed, the vendor shall warrant to the vendee that: (a) during the one-year period from and after the warranty date the dwelling shall be free from defects caused by faulty workmanship and defective materials due to noncompliance with building standards; (b) during the two-year period from and after the warranty date, the dwelling shall be free from defects caused by faulty installation of plumbing, electrical, heating, and cooling systems due to noncompliance with building standards; and (c) during the ten-year period from and after the warranty date, the dwelling shall be free from major construction defects due to noncompliance with building standards.

Subd. 2. Warranties to survive passage of title. The statutory warranties provided in this section shall survive the passing of legal or equitable title in the dwelling to the vendee.

Subd. 2a. Remedies unaffected by corporate dissolution. The statutory warranties provided in this section are not affected by the dissolution of a vendor or home improvement contractor that is a corporation or limited liability company.

Subd. 3. Home improvement warranties. (a) In a sale or in a contract for the sale of home improvement work involving major structural changes or additions to a residential building, the home improvement contractor shall warrant to the owner that: (1) during the one-year period from and after the warranty date the home improvement shall be free from defects caused by faulty workmanship and defective materials due to noncompliance with building standards; and (2) during the ten-year period from and after the warranty date the home improvement shall be free from major construction defects due to noncompliance with building standards. (b) In a sale or in a contract for the sale of home improvement work involving the installation of plumbing, electrical, heating or cooling systems, the home improvement contractor shall warrant to the owner that, during the two-year period from and after the warranty date, the home improvement shall be free from defects caused by the faulty installation of the system or systems due to noncompliance with building standards. (c) In a sale or in a contract for the sale of any home improvement work not covered by paragraph (a) or (b), the home improvement contractor shall warrant to the owner that, during the one-year period from and after the warranty date, the home improvement shall be free from defects caused by faulty workmanship or defective materials due to noncompliance with building standards.

Subd. 4. Response from vendor or home improvement contractor to notice of claim: right to inspect. (a) The vendee or owner must allow an inspection for purposes of the preparation of an offer to repair the alleged loss or damage under subdivision 5. The inspection must be performed by the vendor or home improvement contractor within 30 days of the notification under section 327A.03, clause (a). Any damage to property caused as a result of an inspection must be promptly repaired by the inspecting party to restore the property to its pre-inspected condition. (b) The applicable statute of limitations and statute of repose for an action based on breach of a warranty imposed by this section, or any other action in contract, tort, or other law for any injury to real or personal property or bodily injury or wrongful death arising out of the alleged loss or damage, is tolled from the date the written notice provided by the vendee or owner is postmarked, or if not sent through the mail, received by the vendor or home improvement contractor until the latest of the following: (1) the date of completion of the home warranty dispute resolution process under section 327A.051; or (2) 180 days. (c) Upon completion of repairs as described in an offer to repair, the vendor must provide the vendee with a list of the repairs made and a notice that the vendee may have a right to pursue a warranty claim under this chapter. Provision of this statement is not an admission of liability. Compliance with this subdivision does not affect any rights of the vendee under this chapter.

Subd. 5. Right to repair; agreement. (a) Within 15 days of completion of the inspection required by subdivision 4, the vendor or home improvement contractor must provide to the vendee or owner a written offer to repair. The offer to repair must include, at a minimum: (1) the scope of the proposed repair work; and (2) the proposed date on which the repair work would begin and the estimated date of completion. (b)

This subdivision does not prevent the vendee or owner from obtaining the information in paragraph (a) from another contractor or from negotiating with the vendor or home improvement contractor for a different scope of work. (c) If the parties agree to a scope of work, the vendor or home improvement contractor must perform the repair work in accordance with the offer to repair. If the parties do not agree to a scope of work, the vendee or owner must submit the matter to the homeowner warranty dispute resolution process under section 327A.051. (d) Upon completion of repairs described in an offer to repair, the vendor or home improvement contractor must provide the vendee or owner with a written notice that the scope of the work agreed upon has been completed.

Subd. 6. Failure to perform inspection or repair. If the vendor or home improvement contractor fails to perform an inspection under subdivision 4 or fails to make an offer to repair or perform agreed upon repairs under subdivision 5, the vendee or owner may commence an action.

Subd. 7. Processes required before commencement of action. Except as provided in subdivision 6, a cause of action for which the statute of limitations or statute of repose is tolled under subdivision 4, paragraph (b), must not be commenced in district court until the earlier of: (1) the completion of the home warranty dispute resolution process under section 327A.051; or (2) 60 days after the written offer of repair is provided to the vendee or owner.

327A.03 Exclusions.

The liability of the vendor or the home improvement contractor under sections 327A.01 to 327A.07 is limited to the specific items set forth in sections 327A.01 to 327A.07 and does not extend to the following: (a) loss or damage not reported by the vendee or the owner to the vendor or the home improvement contractor in writing within six months after the vendee or the owner discovers or should have discovered the loss or damage; unless the vendee or owner establishes that the vendor or home improvement contractor had actual notice of the loss or damage; (b) loss or damage caused by defects in design, installation, or materials which the vendee or the owner supplied, installed, or directed to be installed; (c) secondary loss or damage such as personal injury or property damage; (d) loss or damage from normal wear and tear; (e) loss or damage from normal shrinkage caused by drying of the dwelling or the home improvement within tolerances of building standards; (f) loss or damage from dampness and condensation due to insufficient ventilation after occupancy; (g) loss or damage from negligence, improper maintenance or alteration of the dwelling or the home improvement by parties other than the vendor or the home improvement contractor; (h) loss or damage from changes in grading of the ground around the dwelling or the home improvement by parties other than the vendor or the home improvement contractor; (i) landscaping or insect loss or damage; (j) loss or damage from failure to maintain the dwelling or the home improvement in good repair; (k) loss or damage which the vendee or the owner, whenever feasible, has not taken timely action to minimize; (l) loss or damage which occurs after the dwelling or the home improvement is no longer used primarily as a residence; (m) accidental loss or damage usually described as acts of God, including, but not limited to: fire, explosion, smoke, water escape, windstorm, hail or lightning, falling trees, aircraft and vehicles, flood, and earthquake, except when the loss or damage is caused by failure to comply with building standards; (n) loss or damage from soil movement which is compensated by legislation or covered by insurance; (o) loss or damage due to soil conditions where construction is done upon lands owned by the vendee or the owner and obtained by the vendee or owner from a source independent of the vendor or the home improvement contractor; (p) in the case of home improvement work, loss or damage due to defects in the existing structure and systems not caused by the home improvement.

327A.04 Waiver and Modification Limited.

Subd 1. Waiver. Except as provided in subdivisions 2 and 3, the provisions of sections 327A.01 to 327A.08 cannot be waived or modified by contract or otherwise. Any agreement which purports to waive or modify the provisions of sections 327A.01 to 327A.08, except as provided in subdivisions 2 and 3 of this section, shall be void.

Subd. 2. Modification. At any time after a contract for the sale of a dwelling is entered into by and between a vendor and a vendee or a contract for home improvement work is entered into by and between a home improvement contractor and an owner, any of the warranties provided for in section 327A.02 may be excluded or modified only by a written instrument, printed in boldface type of a minimum size of ten points, which is signed by the vendee or the owner and which sets forth in detail the warranty involved, the consent of the vendee or the owner, and the terms of the new agreement contained in the writing. No exclusion or modification shall be effective unless the vendor or the home improvement contractor provides substitute express warranties offering substantially the same protections to the vendee or the owner as the statutory warranties set forth in section 327A.02. Any modification or exclusion agreed to by vendee and vendor or the owner and home improvement contractor pursuant to this subdivision shall not require the approval of the commissioner of labor and industry pursuant to section 327A.07.

Subd. 3. Exception. If a major construction defect is discovered prior to the sale of a dwelling, the warranty set forth in section 327A.02, subdivision 1, clause (c) may be waived for the defect identified in the waiver instrument, after full oral disclosure of the specific defect, by an instrument which sets forth in detail: the specific defect; the difference between the value of the dwelling without the defect and the value of the dwelling with the defect, as determined and attested to by an independent appraiser, contractor, insurance adjuster, engineer or any other similarly knowledgeable person selected by the vendee; the price reduction; the date the construction was completed; the legal description of the dwelling; the consent of the vendee to the waiver; and the signatures of the vendee, the vendor, and two witnesses. A single waiver agreed to pursuant to this subdivision may not apply to more than one major construction defect in a dwelling. The waiver shall not be effective unless recorded with the county recorder or registrar of titles who shall file the waiver for record.

327A.05 Remedies.

Subd 1. New home warranties. Upon breach of any warranty imposed by section 327A.02, subdivision 1, the vendee shall have a cause of action against the vendor for damages arising out of the breach, or for specific performance. Damages shall be limited to: (a) the amount necessary to remedy the defect or breach; or (b) the difference between the value of the dwelling without the defect and the value of the dwelling with the defect. Subd. 2. Home improvement warranty. Upon breach of any warranty imposed by section 327A.02, subdivision 3, the owner shall have a cause of action against the home improvement contractor for damages arising out of the breach, or for specific performance. Damages shall be limited to the amount necessary to remedy the defect or breach.

327A.051 Home Warranty Dispute Resolution.

Subd 1. Panel of neutrals. (a) The commissioner of labor and industry shall maintain a list of persons who consent to serve as qualified neutrals for purposes of this section. The commissioner shall establish application requirements and qualifications for qualified neutrals, taking into consideration the education, experience, and training of the applicant, potential conflicts of interest, and that the purpose of the process is to assist parties in determining an agreeable scope of repair or other resolution of their dispute. (b) As a condition of being included on the panel of neutrals identified in this section, the commissioner of labor and industry may charge each qualified neutral a fee of \$200 per year for the administration of the home warranty dispute resolution process.

Subd. 2. Dispute resolution process. (a) The home warranty dispute resolution process required by this section is commenced by written application to the commissioner. A request must include the complete current address and full name of the contact person for each participating party. (b) Within ten days of receiving a written request, the commissioner shall provide each party with a written list of three qualified neutrals randomly selected from the panel of neutrals established under subdivision 1. The commissioner shall also provide complete contact information for each qualified neutral. (c) Within five business days after receipt of the list from the commissioner, the parties shall mutually select one of the three qualified neutrals identified by the commissioner to serve as the qualified neutral for their dispute. If the parties cannot mutually agree on a neutral, the vendor or home improvement contractor shall strike one of the neutrals from the list, the vendee or owner shall subsequently strike one of the remaining neutrals from the list, and the remaining neutral shall serve as the qualified neutral for the dispute resolution process. The parties shall notify the selected qualified neutral and the commissioner of the selection.

Subd. 3. Neutral evaluation fee. (a) The qualified neutral selected by the parties shall convene, and each party shall attend, an in-person conference of the parties. The qualified neutral shall select the date for the conference after consulting the parties. The conference must occur no later than 30 days after the neutral's selection, except by mutual agreement of the parties. In addition, the neutral shall collect from each party an administrative fee of \$25 and shall submit those fees

to the commissioner no later than ten days after the completion of the conference. (b) At least seven days before the conference, each party must provide the qualified neutral and the other party with all information and documentation necessary to understanding the dispute, or the alleged loss or damages. (c) After reviewing the information and documentation provided by the parties and after consulting with the parties at the conference, the neutral shall issue to the parties a nonbinding, written determination, which must include, to the extent possible, findings and recommendations on the scope and amount of repairs necessary, if any.

The qualified neutral shall mail the determination to each party within ten days after the conference. (d) The parties shall share the expense of the qualified neutral's billed time equally, unless otherwise agreed. The neutral's billed time for evaluation of documents, meeting with the parties, and issuing a written determination must not exceed six hours, unless agreed to in writing by both parties. The neutral must identify the neutral's hourly rate to the parties.

Subd. 4. Alternative process. If both parties agree, the parties may designate an alternative dispute resolution process in lieu of participating in the home warranty dispute resolution process established by this section. If the parties agree to an alternative dispute resolution process, they shall provide written notice of the agreement and a description of the selected process to the commissioner as soon as practicable, but no later than the date the parties are required to select a neutral under subdivision 2.

Subd. 5. Effect on future proceedings. (a) The written determination issued by the qualified neutral and all communications relating to the home warranty dispute resolution process, except those between any party and the commissioner, are deemed confidential settlement communications pursuant to Rule 408 of the Minnesota Rules of Evidence. (b) No party may use the written offer of repair provided by a vendor or home improvement contractor, a counteroffer to repair, or a written determination issued by the qualified neutral as evidence of liability in subsequent litigation between the parties. The qualified neutral may not be called to testify regarding the dispute resolution proceedings. (c) Any amount paid by a party for the services of a qualified neutral under this section is deemed a taxable cost of the prevailing party in a subsequent litigation involving the same subject matter.

Subd. 6. Noncompliance with timelines; effect. Failure to strictly comply with the timelines in this section shall not be grounds for dismissal of any claim brought under section 327A.05, provided that the parties establish good faith effort in complying with this section.

327A.06 Other Warranties. The warranties provided for in section 327A.02 shall be in addition to all other warranties imposed by law or agreement. The remedies provided in section 327A.05 shall not be construed as limiting the remedies in any action not predicated upon breach of the statutory warranties imposed by section 327A.02.

327A.07 Variations. The commissioner of labor and industry may approve pursuant to sections 14.05 to 14.28, variations from the provisions of sections 327A.02 and 327A.03 if the warranty program of the vendor or the home improvement contractor requesting the variation offers at least substantially the same protections to the vendee or owner as provided by the warranties set forth in section 327A.02.

327A.08 Limitations. Notwithstanding any other provision of sections 327A.01 to 327A.08: (a) the terms of the home improvement warranties required by sections 327A.01 to 327A.08 commence upon completion of the home improvement and the term shall not be required to be renewed or extended if the home improvement contractor performs additional improvements required by warranty; (b) the home improvement warranties required by sections 327A.01 to 327A.08 shall not include products or materials installed that are already covered by implied or written warranty; and (c) the warranties required by sections 327A.01 to 327A.08 must be set forth as written warranty instruments and must be included as part of the construction contract. The warranties and the exclusions under section 327A.03, the right to inspect and offer to repair under section 327A.02, subdivisions 4 and 5, and the home warranty dispute resolution process under section 327A.051 must be conveyed in writing to the owner. Failure to comply with this paragraph is a violation of section 326B.84. (d) If the warranties required by sections 327A.01 to 327A.08 are not provided to the owner in writing as required by paragraph (c), they are implied statutory warranties that have the same effect as if the vendor or home improvement contractor had complied with paragraph (c). (e) The owner's right under this section to receive the written warranty required under this section may not be waived or modified by contract or otherwise. Any agreement that purports to waive or modify the right to the written warranty required under this section is void. (f) This section does not limit the ability of the vendor or home improvement contractor and the owner to enter into the agreements permitted under section 327A.04, subdivisions 2 and 3.

The undersigned Contractor, the undersigned Lender and the undersigned Homeowner(s) are aware of their obligations and have agreed to their individual responsibilities under the contract.

Therefore the Contractor is hereby notified to commence work in accordance with the contract on the above listed Improved Property.

Work must be completed with _____ days of this Notice.

[Signature]
Borrower Signature

Sept 26, 2019
Date

Co-Borrower Signature

Date

Lender Name

Lender Signature

Date

Receipt of the above Proceed to Work Notice is hereby acknowledged.

Viking Exteriors
Contractor Name

BC 003773
License Number

John Meyer
Print Name

Owner
Title

[Signature]
Signature

09/26/19
Date





BUILDING PERMIT

PERMIT #: 20 19 100657
ISSUED DATE: 11/13/2019

INSPECTION APPROVALS

Post this inspection record at the job site until final approval.
Approved plans must be retained on the job site.

SEPARATE PERMIT REQUIRED FOR WORK OF EACH TRADE.

Building Inspection: 651- 266- 9002

An erosion control inspection is required for land disturbances greater than 50 cu. yds.
Controls must be installed, inspected and approved prior to beginning excavation.

Soil Erosion Control:	Insulation:
Footings:	Sheetrock:
Framing:	Final:
Rough- in:	Electrical Inspection: 651- 266- 9003
	Final:
Rough- in:	Mechanical Inspection: 651- 266- 9004
	Final:
Rough- in:	Plumbing Inspection: 651- 266- 9005
	Final:
Rough- in:	Warm Air/Ventilation Inspection: 651- 266- 9006
	Final:
Rough- in:	Elevator Inspection: 651- 266- 9010
	Final:
Rough- in:	Fire Inspection: 651- 266- 8989
	Final:

JOB SITE ADDRESS:

283 CURTICE ST E

CONTRACTOR:

VIKING EXTERIORS

PHONE: 651- 256- 1061

TYPE OF WORK:

Single Family Dwelling - Express Repair

BUILDING INSPECTOR: Isaac S.

PHONE: 651- 266- 9028

Call between 7:30- 9:00 AM Monday - Friday for inspection.

MINIMUM INSPECTIONS REQUIRED

1. Erosion control, soil, footings, foundation, and reinforcement as specified.
2. Rough- in for all trades prior to framing inspection.
3. Framing - prior to covering structural members.
4. Insulation and vapor retarder prior to covering.
5. Sheetrock that is part of a fire- resistive or shear assembly.
6. Final - prior to occupancy.

1445 ROBERT ST. SOUTH
 WEST ST. PAUL, MN 55118
 (651) 457-2609
 (651) 457-0421



DESIGN & BUY YOUR WINDOWS

Design #: 301751725727
 Estimated Price: \$8,272.91

How to purchase at the store:

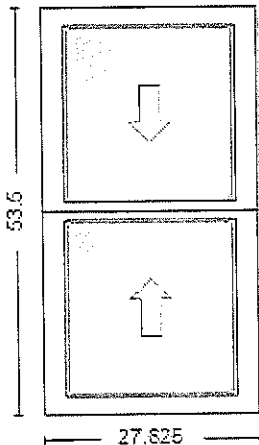
1. Take this packet to any Menards store.
2. Have a Menards Team Member enter the Design ID into the Window Designer Program.
3. Have a Menards Team Member print purchasing documents.
4. Take the Special Order Contract to the register and pay.

How to recall and purchase a saved design at home:

1. Go to Menards.com
2. Login to your account.
3. Go to the Window Designer from the Project Center and select Search Saved Designs.
4. Enter the Design ID or select from your open projects to load into the Window Designer.
5. Add your design to the cart and purchase.

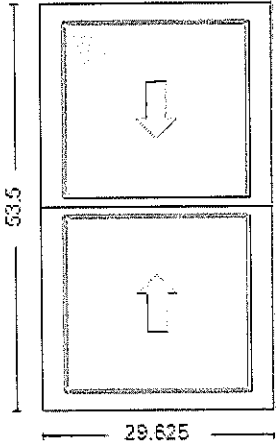
Line Item	Quantity	Product Description	Unit Price	Total Price
100-1	1	Crestline Elite Premium Clad Replacement Windows, Double Hung,	\$663.66	\$663.66
		27.625 x 53.5		
		Measurement Type = Actual Size		
		Sash Split = Even		
		Product Style = Complete Unit		
		Meets Egress? = Does Not Meet Egress		
		Sill Slope = 5-9 Degrees Intermediate		
		Exterior Finish Type = Standard Color,		
		Exterior Finish = White		
		Interior Material = Pine,		
		Interior Finish = Prefinished White,		
		Jambliner = White		
		Glazing = Insulated Zo-E Shield 5,		
		Tempered Glass = No,		
		Air Space Options = Argon,		
		Glass Option = Clear,		
		Free Glass Breakage Warranty = Yes		
		Hardware Type = Lock W/Manual Latches,		
		Sash Lift Options = Integral Finger Pull,		
		Hardware Finish = White,		
		Number of Locks = 1 Lock,		
		Window Security Options = With Opening Control Device		
		Screen = Aluminum,		
		Screen Color Type = Standard Color,		
		Screen Frame Finish = White		
		Choose Your Project Type = Without Nailing Flange		
		None		
		Installation Clips = 5 1/2" Installation Clips,		
		Installation Clips Application = Shipped Loose		
		Is this a Re-Order PO? = No		

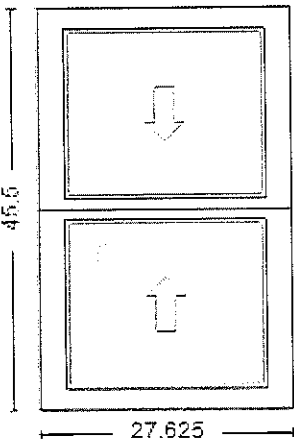
Rough Opening: 27.875" x 53.75"
 Actual Size: 27.625" x 53.5"
 Room: Living Room South End House
 Unit is viewed from the outside looking in.

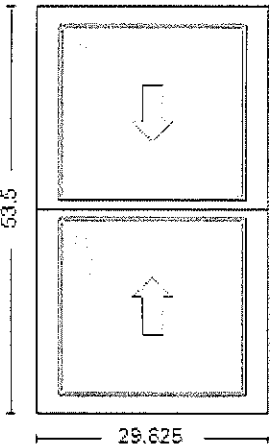


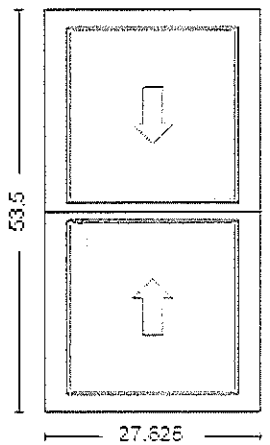
10-14 degrees is correct
5-9 is incorrect

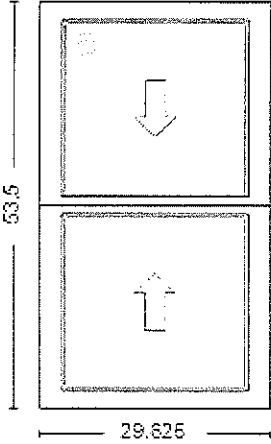
page 1 of 7

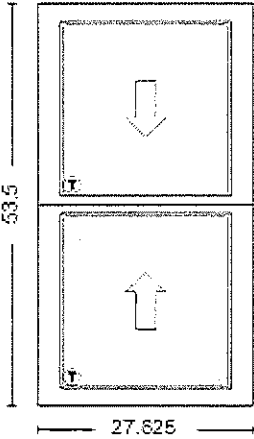
Line Item	Quantity	Product Description	Unit Price	Total Price
200-1	2	Crestline Elite Premium Clad Replacement Windows, Double Hung,	\$663.66	\$1,327.32
Rough Opening:	29.875" x 53.75"			
Actual Size:	29.625" x 53.5"			
Room:	Dining Room			
	<i>Unit is viewed from the outside looking in.</i>			
				
		29.625 x 53.5 Measurement Type = Actual Size Sash Split = Even Product Style = Complete Unit Meets Egress? = Does Not Meet Egress Sill Slope = 5-9 Degrees Intermediate Exterior Finish Type = Standard Color, Exterior Finish = White Interior Material = Pine, Interior Finish = Prefinished White, Jambliner = White Glazing = Insulated Zo-E Shield 5, Tempered Glass = No, Air Space Options = Argon, Glass Option = Clear, Free Glass Breakage Warranty = Yes Hardware Type = Lock W/Manual Latches, Sash Lift Options = Integral Finger Pull, Hardware Finish = White, Number of Locks = 1 Lock, Window Security Options = With Opening Control Device Screen = Aluminum, Screen Color Type = Standard Color, Screen Frame Finish = White Choose Your Project Type = Without Nailing Flange None Installation Clips = 5 1/2" Installation Clips, Installation Clips Application = Shipped Loose Is this a Re-Order PO? = No		

Line Item	Quantity	Product Description	Unit Price	Total Price
300-1	1	Crestline Elite Premium Clad Replacement Windows, Double Hung,	\$613.34	\$613.34
Rough Opening:	27.875" x 45.75"			
Actual Size:	27.625" x 45.5"			
Room:	Kitchen			
	<i>Unit is viewed from the outside looking in.</i>			
				
		27.625 x 45.5 Measurement Type = Actual Size Sash Split = Even Product Style = Complete Unit Meets Egress? = Does Not Meet Egress Sill Slope = 5-9 Degrees Intermediate Exterior Finish Type = Standard Color, Exterior Finish = White Interior Material = Pine, Interior Finish = Prefinished White, Jambliner = White Glazing = Insulated Zo-E Shield 5, Tempered Glass = No, Air Space Options = Argon, Glass Option = Clear, Free Glass Breakage Warranty = Yes Hardware Type = Lock W/Manual Latches, Sash Lift Options = Integral Finger Pull, Hardware Finish = White, Number of Locks = 1 Lock, Window Security Options = With Opening Control Device Screen = Aluminum, Screen Color Type = Standard Color, Screen Frame Finish = White Choose Your Project Type = Without Nailing Flange None Installation Clips = 5 1/2" Installation Clips, Installation Clips Application = Shipped Loose Is this a Re-Order PO? = No		

Line Item	Quantity	Product Description	Unit Price	Total Price
400-1	1	Crestline Elite Premium Clad Replacement Windows, Double Hung,	\$663.66	\$663.66
Rough Opening:	29.875" x 53.75"			
Actual Size:	29.625" x 53.5"			
Room:	Office 1			
	<i>Unit is viewed from the outside looking in.</i>			
				
		Measurement Type = Actual Size Sash Split = Even Product Style = Complete Unit Meets Egress? = Does Not Meet Egress Sill Slope = 5-9 Degrees Intermediate Exterior Finish Type = Standard Color, Exterior Finish = White Interior Material = Pine, Interior Finish = Prefinished White, Jambliner = White Glazing = Insulated Zo-E Shield 5, Tempered Glass = No, Air Space Options = Argon, Glass Option = Clear, Free Glass Breakage Warranty = Yes Hardware Type = Lock W/Manual Latches, Sash Lift Options = Integral Finger Pull, Hardware Finish = White, Number of Locks = 1 Lock, Window Security Options = With Opening Control Device Screen = Aluminum, Screen Color Type = Standard Color, Screen Frame Finish = White Choose Your Project Type = Without Nailing Flange None Installation Clips = 5 1/2" Installation Clips, Installation Clips Application = Shipped Loose Is this a Re-Order PO? = No		

Line Item	Quantity	Product Description	Unit Price	Total Price
500-1	1	Crestline Elite Premium Clad Replacement Windows, Double Hung,	\$663.66	\$663.66
Rough Opening:	27.875" x 53.75"			
Actual Size:	27.625" x 53.5"			
Room:	Office 2			
	<i>Unit is viewed from the outside looking in.</i>			
				
		Measurement Type = Actual Size Sash Split = Even Product Style = Complete Unit Meets Egress? = Does Not Meet Egress Sill Slope = 5-9 Degrees Intermediate Exterior Finish Type = Standard Color, Exterior Finish = White Interior Material = Pine, Interior Finish = Prefinished White, Jambliner = White Glazing = Insulated Zo-E Shield 5, Tempered Glass = No, Air Space Options = Argon, Glass Option = Clear, Free Glass Breakage Warranty = Yes Hardware Type = Lock W/Manual Latches, Sash Lift Options = Integral Finger Pull, Hardware Finish = White, Number of Locks = 1 Lock, Window Security Options = With Opening Control Device Screen = Aluminum, Screen Color Type = Standard Color, Screen Frame Finish = White Choose Your Project Type = Without Nailing Flange None Installation Clips = 5 1/2" Installation Clips, Installation Clips Application = Shipped Loose Is this a Re-Order PO? = No		

Line Item	Quantity	Product Description	Unit Price	Total Price
600-1	2	Crestline Elite Premium Clad Replacement Windows, Double Hung,	\$663.66	\$1,327.32
Rough Opening:	29.875" x 53.75"			
Actual Size:	29.625" x 53.5"			
Room:	Bedroom			
	<i>Unit is viewed from the outside looking in.</i>			
				
		Measurement Type = Actual Size Sash Split = Even Product Style = Complete Unit Meets Egress? = Does Not Meet Egress Sill Slope = 5-9 Degrees Intermediate Exterior Finish Type = Standard Color, Exterior Finish = White Interior Material = Pine, Interior Finish = Prefinished White, Jambliner = White Glazing = Insulated Zo-E Shield 5, Tempered Glass = No, Air Space Options = Argon, Glass Option = Clear, Free Glass Breakage Warranty = Yes Hardware Type = Lock W/Manual Latches, Sash Lift Options = Integral Finger Pull, Hardware Finish = White, Number of Locks = 1 Lock, Window Security Options = With Opening Control Device Screen = Aluminum, Screen Color Type = Standard Color, Screen Frame Finish = White Choose Your Project Type = Without Nailing Flange None Installation Clips = 5 1/2" Installation Clips, Installation Clips Application = Shipped Loose Is this a Re-Order PO? = No		

Line Item	Quantity	Product Description	Unit Price	Total Price
700-1	1	Crestline Elite Premium Clad Replacement Windows, Double Hung,	\$749.34	\$749.34
Rough Opening:	27.875" x 53.75"			
Actual Size:	27.625" x 53.5"			
Room:	Living Room South End House by Door			
	<i>Unit is viewed from the outside looking in.</i>			
				
		Measurement Type = Actual Size Sash Split = Even Product Style = Complete Unit Meets Egress? = Does Not Meet Egress Sill Slope = 5-9 Degrees Intermediate Exterior Finish Type = Standard Color, Exterior Finish = White Interior Material = Pine, Interior Finish = Prefinished White, Jambliner = White Glazing = Insulated Zo-E Shield 5, Tempered Glass = Yes, Tempered Glass Position = All, Air Space Options = Argon, Glass Option = Clear, Free Glass Breakage Warranty = Yes Hardware Type = Lock W/Manual Latches, Sash Lift Options = Integral Finger Pull, Hardware Finish = White, Number of Locks = 1 Lock, Window Security Options = With Opening Control Device Screen = Aluminum, Screen Color Type = Standard Color, Screen Frame Finish = White Choose Your Project Type = Without Nailing Flange None Installation Clips = 5 1/2" Installation Clips, Installation Clips Application = Shipped Loose Is this a Re-Order PO? = No		

Line Item	Quantity	Product Description	Unit Price	Total Price
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800-1 1

Crestline Elite Premium Clad Replacement Windows, Double Hung, \$670.46 \$670.46

Rough Opening: 27.875" x 45.75"

27.625 x 45.5

Actual Size: 27.625" x 45.5"

Measurement Type = Actual Size

Sash Split = Even

Room: Kitchen by back door

Product Style = Complete Unit

Unit is viewed from the outside looking in.

Meets Egress? = Does Not Meet Egress

Sill Slope = 5-9 Degrees Intermediate

Exterior Finish Type = Standard Color,

Exterior Finish = White

Interior Material = Pine,

Interior Finish = Prefinished White,

Jambliner = White

Glazing = Insulated Zo-E Shield 5,

Tempered Glass = Yes,

Tempered Glass Position = All,

Air Space Options = Argon,

Glass Option = Clear,

Free Glass Breakage Warranty = Yes

Hardware Type = Lock W/Manual Latches,

Sash Lift Options = Integral Finger Pull,

Hardware Finish = White,

Number of Locks = 1 Lock,

Window Security Options = With Opening Control Device

Screen = Aluminum,

Screen Color Type = Standard Color,

Screen Frame Finish = White

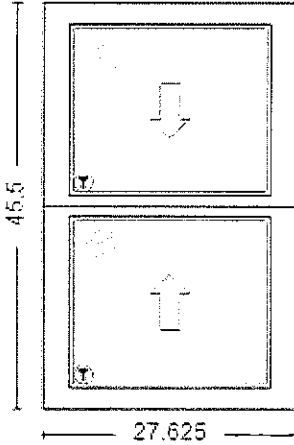
Choose Your Project Type = Without Nailing Flange

None

Installation Clips = 5 1/2" Installation Clips,

Installation Clips Application = Shipped Loose

Is this a Re-Order PO? = No



Line Item	Quantity	Product Description	Unit Price	Total Price
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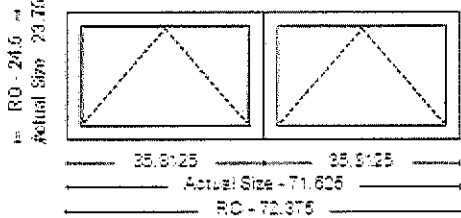
900-1	1	Clad W-3500, Awning,	\$1,006.08	\$1,006.08
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Rough Opening: 72.375 x 24.5

Actual Size: 71.625 x 23.75

Room: None Assigned

Unit is viewed from the outside looking in.



71.625 x 23.75
 Operation = Operating
 Lock Options = 2 Locks
 Window Egress = Does Not Meet Egress
 Unit 1: Room Location = ,
 Unit 1: Is this a Reorder? = No
 Unit 2: Room Location =
 Manufacturer = JELD-WEN, Rantoul(IL),
 Catalog Version Date = 09/10/2019,
 Catalog Version = 19.1.114.1
 None
 Assembly = Full Unit,
 Sash Model = Traditional - Wide Rails - Top & Bottom,
 Exterior Trim Type = Nail Fin (Standard),
 Exterior Trim Options = No,
 Country Where Unit Will Be Installed = USA (Certified)
 Measurement Type = Actual Size,
 Frame Width = Custom Size,
 Custom Frame Width = 71.625,
 Frame Height = Custom Size,
 Custom Frame Height = 23.75
 Interior Material Type = Auralast Pine,
 Interior Finish Type = Painted,
 Interior Finish = Paint Brilliant White,
 Exterior Finish = Brilliant White,
 Sash to Match Exterior Frame Finish = Yes,
 Exterior Sash Finish = Brilliant White
 Extension Jamb = 4 9/16",
 Thickness of extension jamb material = (Standard) 9/16 " Thick Jamb Extension"
 Performance Grade Rating = DP 35,
 Drip Cap = No Drip Cap
 Hardware Finish = White,
 Handle = ADA Handle,
 Phantom Screen = No Phantom Screen,
 Screen Options = BetterVue Mesh (Standard),
 Screen Frame Finish = Brilliant White
 Energy Star Zone = Energy Star - Northern,
 Glass Energy Efficiency = Energy Star,
 Installation Zip Code = 55107,
 Energy Star Low-E Options = Low-E EC 366 (i89 In/366 Out),
 Glass Type = Standard,
 Neat Glass = Yes,
 Protective Film = Protective Film,
 Glass Spacer Color = Silver Spacer,
 Air Space Options = Argon
 Grille Type = No Grilles
 Mull Assembly = Flat Mull,
 Secondary Vent Stop / Sash Limiter = No Window Opening Control Device
 Vertical,
 Factory,
 0" thick, 23.75" length

Line Item	Quantity	Product Description	Unit Price	Total Price
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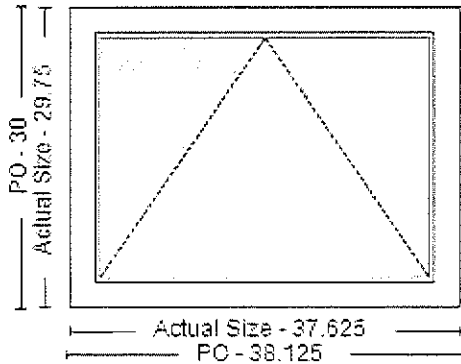
1000-1	1	Clad W-3500, Awning,	\$588.07	\$588.07
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Rough Opening: 38.125 x 30

Actual Size: 37.625 x 29.75

Room: None Assigned

Unit is viewed from the outside looking in.



37.625 x 29.75
 Assembly = Pocket Unit,
 Sash Model = Traditional - Wide Rails - Top & Bottom,
 Country Where Unit Will Be Installed = USA (Certified),
 Operation = Operating
 Measurement Type = Actual Size,
 Frame Width = Custom Size,
 Custom Frame Width = 37.625,
 Frame Height = Custom Size,
 Custom Frame Height = 29.75
 Interior Material Type = Auralast Pine,
 Interior Finish Type = Painted,
 Interior Finish = Paint Brilliant White,
 Exterior Finish = Brilliant White,
 Sash to Match Exterior Frame Finish = Yes,
 Exterior Sash Finish = Brilliant White
 Performance Grade Rating = PG 35
 Hardware Finish = White,
 Handle = ADA Handle,
 Lock Options = 2 Locks,
 Screen Options = BetterVue Mesh (Standard),
 Screen Frame Finish = Brilliant White
 Energy Star Zone = Energy Star - Northern,
 Glass Energy Efficiency = Energy Star,
 Installation Zip Code = 55107,
 Energy Star Low-E Options = Low-E EC 366 (I89 In/366 Out),
 Glass Type = Standard,
 Neat Glass = Yes,
 Protective Film = Protective Film,
 Glass Spacer Color = Silver Spacer,
 Air Space Options = Argon
 Grille Type = No Grilles
 Secondary Vent Stop / Sash Limiter = No Window Opening Control Device
 Window Egress = Does Not Meet Egress
 U-Factor = 0.25,
 Solar Heat Gain Coefficient = 0.18,
 Visible Light Transmittance = 0.43,
 Condensation Resistance = 49,
 CPD# = JEL-N-847-02846-00001
 Is this a Reorder? = No
 Manufacturer = JELD-WEN, Rantoul(IL),
 Catalog Version Date = 09/10/2019,
 Catalog Version = 19.1.114.1
 None

Total: \$8,272.91

Re: New Service Request

Menards Guest Services <menards.fieldservice@crestlinewindows.com>
Wed 11/20/2019 9:42 AM

To: salina_amey@hotmail.com <salina_amey@hotmail.com>

Hello Salina,

Per our numerous phone conversations it is our understanding that the installation did not conform to our installation instructions. The instructions can be located at www.weathershield.com, Resources, Installation Guides. Therefore, product performance can/may be jeopardized. We reserve the right to not send out a service tech until remediation has been done on the installation of the units.

Thank you,

Nicole S.
Retail Customer Service Representative
Crestline Windows & Doors
1-800-826-5509 (Office)
1-800-288-1982 (Fax)



This is a transmission from Crestline and may contain information that is privileged and /or confidential. If you are not the intended addressee, note that any disclosure, copying, distribution, or use of the contents of this message is prohibited. If you have received this transmission in error, please destroy it and notify the sender immediately at the phone or address listed above

On Mon, Nov 18 at 10:32 AM , salina amey <salina_amey@hotmail.com> wrote:
CrestlineServiceRequestID: 2426

First Name*: Salina

Last Name*: Amey

Address*: 283 Curtice St E.

City*: St Paul

State*: MN

Zip Code*: 55107

County*: MN

Phone Number*: 6513100923

Evening Phone:

Cell Phone:

Email*: salina_amey@hotmail.com

Menards Location: W. St Paul, MN, # 3017

Page ~~1 of 3~~
1 of 3

Dealer Contact:

Builder Name:

House Number:

Please enter Identification Code here* : AAMA 2605 KW3C40765

Mfg Master Order Number: 551475418-3-1

Manufacturing Item: Crestline Elite Clad Double Hung

Manufacturing Sequence:

Dealer Name: Menards

Dealer Sales Order Number: 30380018

Retail SKU Number:

Window Style*: Double Hung Window

Material*: alum_clad_ext_wood_int

Visible Glass Size Width:

Visible Glass Size Height:

Grille Style:

Grille Style: N/A

Grille Style Quantity:

Grille Pattern: N/A

Grille Pattern:

Total Number of Lites:

Screens:

Screens Qty:

Hardware Type:

Hardware Color:

Hardware Quantity:

Location: Ground_Level|Room

Rooms Located: Kitchen

Brief Description of Problem*: The upper and lower sashes of my kitchen double hung window that was just put in last week do not align. As a result, it is impossible to fully close and lock the window. Please send someone out to determine if the window is defective. Thank you.

Have you requested service before?*: False

If Service Requested Before, Date:: 1/1/0001

Page 2 of 3

Has someone serviced your Crestline products in the past?*: False

Contractor?: False

Dealer/Store?:

Service Technician?:

Upload file:

Form inserted: 11/18/2019 10:31:54 AM

Form updated: 11/18/2019 10:31:54 AM

Page 3 of 3

RE: Building Inspector Appointment

John Meyer <John@vikingexteriors.net>

Mon 11/25/2019 3:32 PM

To: Salina Amey <salina_amey@hotmail.com>

Cc: Matt Brown <mbrown@nwhomepartners.org>; isaac.stensland@ci.stpaul.mn.us <isaac.stensland@ci.stpaul.mn.us>

Hello Salina,

Per your request from the meeting on 11-13-19 you had put a stop to any further installation of your windows. Currently my crew is working on other projects. Next earliest possible installation date would be the week of December 9th 2019 weather permitting. Only if you agree that the windows ordered for your home are the Correct Brand, Color, Type, Size, with the proper sill slope of 9 degrees. (your sill are not 14 degrees!) Also i need you to understand it is not typical for a homeowner to be touching the sealant and spray foam insulation at least until they are cured, approx. 24 hrs. Upon your request the inspector had suggested that he could possibly be there for one window installation, and did not mention that he wanted one un-installed. If you are back on board with project to continue then we can confirm the date that the crew will be back out, at that time you can certainly let the inspector know of the schedule if you would like him to come during that time.

John Meyer

President / Owner

Viking Exteriors

901 N Concord St

South Saint Paul MN 55075

Phone 651-256-1061 Fax 651-256-1064

E-Mail john@vikingexteriors.net

Please click on the link below to add a review to Angie's List

<https://my.angieslist.com/angieslist/Review/385431>

From: Salina Amey <salina_amey@hotmail.com>

Sent: Monday, November 25, 2019 8:36 AM

To: John Meyer <John@vikingexteriors.net>

Cc: Matt Brown <mbrown@nwhomepartners.org>; isaac.stensland@ci.stpaul.mn.us <isaac.stensland@ci.stpaul.mn.us>

Subject: Building Inspector Appointment

Good Morning John,

On Novemeber 13, 2019, my local building inspector Isaac Stensland came over to my house to inspect the first five windows that Junior installed. You wished to be present for his inspection, and were at my home on this date as well.

It is my understanding that Inspector Stensland ordered that you schedule an appointment so that he could be present to see how it is that Junior and his assistant do a window installation with one of the windows that have not been installed yet, and that he also intended to have them uninstal a window so that he could see how the other ones had been installed.

I just called Inspector Stensland and learned that you have not yet arranged an appointment for him to come to my house to complete his inspection order.

Please arrange this ASAP, and please make sure that I am available at the times that you suggest for this appointment, first.

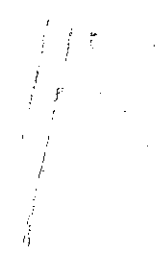
Today I would be available after 1:30 p.m., and Tuesday I would be available after 2 p.m. Wednesday I have a very flexible schedule and could be available at any time.

Also, when will be the plumber be coming back to complete his work?

Regards,

Salina Amey

651-310-0923



NORBLUM PLUMBING

1465 Selby Avenue St. Paul, MN 55104
Phone 612-827-4033 - Fax 651-340-8631
norblumplumbing.com

Invoice# 97131

Date: 6/3/2020

WO# 97131

Customer PO#

Bill To: 50506 Selina Amey
283 Curtice Street E
St. Paul, MN 55107

Location: 50936 Selina Amey
283 Curtice Street E
St. Paul, MN 55107

Equipment

Manufacture	Model	Serial Number	Description	System
-------------	-------	---------------	-------------	--------

Tech Code	Service Date	Arrive Time	Completion Time
71 Sweet - Andrew	6/3/2020	1:55 PM	3:30 PM

Problem Description:

- Install customer supplied parts for their tankless water heater. (Norblom installed customer supplied unit). This work to be done at \$49.99 per 15 minutes increments.
- Remove and reinstall concentric vent correctly. Install screen on the outside of the vent (per customer). This part of the job is a recall and no charge for the redo on the venting.
- Labor rate: \$49.99 each 15 minutes plus any materials supplied by Norblom. Time clock starts as soon as you start working on Tankless repair after vent termination is finished.
- Payment terms: Due at conclusion of service in cash, check, or credit card (credit cards carry a 3% surcharge).

Work Description:

[[Tech #71 Sweet - Andrew Service Date: 06/03/2020]]replaced agm actuator on Westinghouse tankless water heater. Due to customer not purchasing from norblom plumbing. We dont warranty the tankless itself. This came to be 15 min for a total cost customer of \$49.99.paid check #8278
 Moved concentric vent so intake was elevated from exhaust and eliminated 1 45 on intake and 1 45 on exhaust. This was done @ no cost to customer.

Item	Description	\$
Labor	Regular	49.99

Payments

Method: AR	Method:
Ref:	Ref:
Amount: \$0.00	Amount: \$0.00

Sub Total:	\$49.99	Tax:	\$0.00	Total:	\$49.99	Total due:	\$49.99
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Recommendations:

Salina Amey
283 Curtice St E
St Paul, MN 55107
651-310-0923
Nov. 18, 2019

Isaac Stensland
St Paul Building Inspector
375 Jackson Street Suite 220
Saint Paul, MN 55101

Re: Building Permit # 20 19 100657

Dear Inspector Stensland,

When we talked about how to best address my window installation concerns, you suggested that I contact Crestline directly and request a technician come make a house call. I contacted Crestline and they stated to me that they do not have service reps who make house calls. They did suggest that I contact one of their warranty representatives, and I did so. This person unfortunately declined to become involved as he stated he did not have any knowledge of installation methods. I did talk to Mike O. at Menards, who handled the purchase order for Crestline. Mike relayed to me that he spoke to a representative at Crestline who said that since Crestline does not have a division that does installation work, they do not have anyone to inspect installations.

If you have questions you could call Mike O at Menards in West St. Paul at 651-457-2609, ext. 11. The Crestline Windows customer service number is 1-800-826-5509.

I did find the following pertinent warranty information, however. This warranty information indicates that the windows must be installed according to their instructions or there is not warranty coverage. I have copied and pasted some pertinent sections from their website regarding warranty. According to their website, I should have been provided warranty information from the installation packet by the installer, but I was not given anything.

I did receive a copy of the order information from Menards, and my name and address were not provided to Crestline when my custom order was written up. My address was not listed in the job description area, either.

In the period of time since the first five windows were installed, I have carefully read the installation instructions and according to my understanding, the installation of my windows was not done according to Crestline's instructions and for this reason my windows would not be warrantied. Following is warranty information for correctly measured and installed windows. My notes are in red.

"Subject to the conditions, exclusions and limitations that follow, the manufacturer of CRESTLINE® products, ("CRESTLINE") warrants CRESTLINE products (Select 500™, Crestline Acclaim®, Elite Premium Clad, Elite Premium Primed, Select 500™ Replacement, and Elite Premium Replacement Windows and Doors) to be free from defects in material and workmanship as noted below. All referenced times are in relation to date of purchase."

"CRESTLINE warrants that its products and insulated glass shall be free from defects in material or workmanship for a period of TWENTY (20) YEARS unless specified below."

"Should any CRESTLINE products or components of products be determined by CRESTLINE to contain defects in material or workmanship within the applicable warranty period, CRESTLINE will, at its option, repair the products or components at no charge, or provide replacement products or components at no charge, or refund the original purchase price of the products containing the defective components. Decisions as to whether to repair, replace or refund shall be made by CRESTLINE in its sole discretion. Replacements will be the closest equivalent current product and may not exactly match the original. Replacements will be delivered to the original point of purchase with no shipping charges. If shipment direct to the consumer is requested, normal shipping and handling charges will apply."

"Maintained clad wood products shall be warranted against wood rot for a period of THIRTY (30) years."

Non Coverage:

"Installation of units must be finished and operated in accordance with our installation instructions attached to each unit."

I am typing all the following info from installation book "Tilt and Slider Replacement Window Installation Instructions" (Part No. 1238678 Inst 241 01/09).

Page 3, Opening Preparation:

9. "Measure the height and width of the opening. Do not include the outside stops. Compare these measurements to the height, measured in two locations, and frame width of the new window."

in bold and italics: ***"the replacement window must be able to fit in the opening and be held from falling through by the outside stops on the sides and head."***

Windows were ordered to be significantly smaller than the opening and do not fit. They are not supported from falling through by outer stops on either side or head.

"Make necessary adjustments to the opening so this support is provided to the new window."

support the exterior side of the windows from sill to sill. Because my windows are custom made, they did not come with this part.

Because the windows were ordered so much smaller than the rough opening size, the inside stops do not cover the gaps. This is probably why Junior, the installer that John Meyer subcontracted out to for window installation, put a thick bead of caulk on between window frames and interior stops and another thick bead of caulk between interior stops and the new Crestline windows. Junior did not have my permission to do this and he damaged the stops, the painted frames, and the windows by putting this caulk on. The caulk that he used is for exterior use only and my house was full of fumes after he applied it. It is not suitable for interior use as it is not paintable and not easily removed. It is also too toxic for interior use.

All of the above are issues that I identified which I believe nullify the warranty on my windows. There may be further issues that I am not presently aware of.

Thanks for inspecting the installation of the five windows with my concerns in mind. It is my belief that the windows need to be re-ordered with the correct measurements supplied to the window manufacturer so that they fit into the existing openings in order that the warranty for Crestline custom-made Elite clad wood windows to be valid.

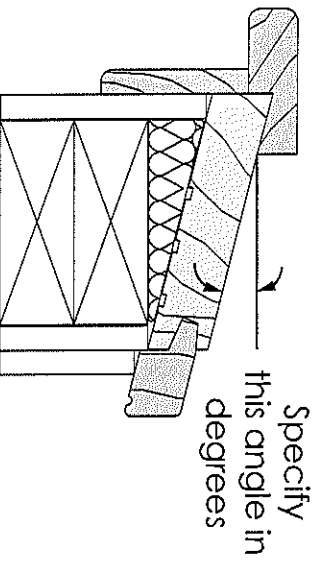
Regards,

Salina Amey

For a perfect fit, measure your sill angle as outlined below.

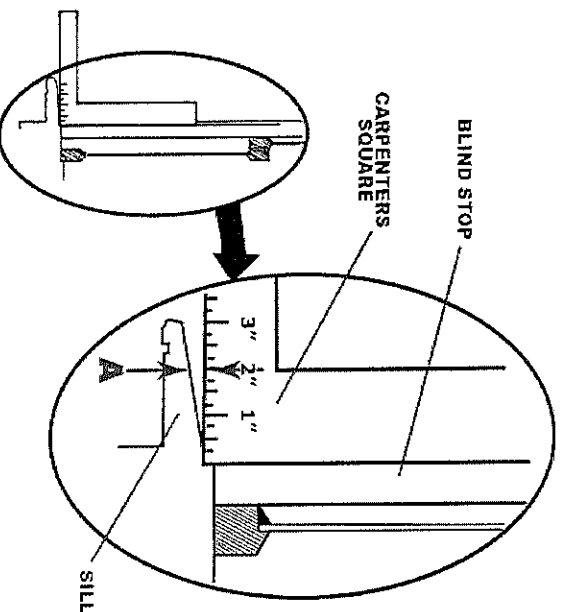
Measuring Sill Angle

- Using an inside miter gauge, measure the angle of the existing sill. 14 degrees is standard.



If Miter Gauge is not available, use alternative method to measure sill angle:

- Step 1. Place a carpenters square against the side blind stop, with its base resting on the sill.
- Step 2. Measure the gap (rise) between the sill and the square as viewed from the 2" mark.
- Step 3. Use the chart below to find your sill angle.



Rise at A	Angle
1/8"	4°
1/4"	7°
3/8"	11°
1/2"	14°

Sill Angle Chart

Use the rise found at the 2" mark on your square to determine your sill angle.

Re: New Service Request

Menards Guest Services <menards.fieldservice@crestlinewindows.com>

Wed 11/20/2019 9:42 AM

To: salina_amey@hotmail.com <salina_amey@hotmail.com>

Hello Salina,

Per our numerous phone conversations it is our understanding that the installation did not conform to our installation instructions. The instructions can be located at www.weathershield.com, Resources, Installation Guides. Therefore, product performance can/may be jeopardized. We reserve the right to not send out a service tech until remediation has been done on the installation of the units.

Thank you,

Nicole S.

Retail Customer Service Representative

Crestline Windows & Doors

1-800-626-5509 (Office)

1-800-268-1982 (Fax)



This is a transmission from Crestline and may contain information that is privileged and/or confidential. If you are not the intended addressee, note that any disclosure, copying, distribution, or use of the contents of this message is prohibited. If you have received this transmission in error, please destroy it and notify the sender immediately at the phone or address listed above.

On Mon, Nov 18 at 10:32 AM, salina_amey <salina_amey@hotmail.com> wrote:
CrestlineServiceRequestID: 2426

First Name*: Salina

Last Name*: Amey

Address*: 283 Curtice St E.

City*: St Paul

State*: MN

Zip Code*: 55107

County*: MN

Phone Number*: 6513100923

Evening Phone:

Cell Phone:

Email*: salina_amey@hotmail.com

Menards Location: W. St Paul, MN, # 3017

Dealer Contact:

Builder Name:

House Number:

Please enter Identification Code here* : AAMA 2605 KW3C40765

Mfg Master Order Number: 551475418-3-1

Manufacturing Item: Crestline Elite Clad Double Hung

Manufacturing Sequence:

Dealer Name: Menards

Dealer Sales Order Number: 30380018

Retail SKU Number:

Window Style*: Double Hung Window

Material*: alum_clad_ext_wood_int

Visible Glass Size Width:

Visible Glass Size Height:

Grille Style:

Grille Style: N/A



Grille Style Quantity:

Grille Pattern: N/A

Grille Pattern:

Total Number of Lites:

Screens:

 Print  Cancel

RE: Building Inspector Appointment

John Meyer <John@vikingexteriors.net>

Mon 11/25/2019 3:32 PM

To: Salina Amey <salina_amey@hotmail.com>

Cc: Matt Brown <mbrown@nwhomepartners.org>; isaac.stensland@ci.stpaul.mn.us
<isaac.stensland@ci.stpaul.mn.us>

Hello Salina,

Per your request from the meeting on 11-13-19 you had put a stop to any further installation of your windows. Currently my crew is working on other projects. Next earliest possible installation date would be the week of December 9th 2019 weather permitting. Only if you agree that the windows ordered for your home are the Correct Brand, Color, Type, Size, with the proper sill slope of 9 degrees. (your sill are not 14 degrees') Also I need you to understand it is not typical for a homeowner to be touching the sealant and spray foam insulation at least until they are cured, approx. 24 hrs. Upon your request the inspector had suggested that he could possibly be there for one window installation, and did not mention that he wanted one un-installed. If you are back on board with project to continue then we can confirm the date that the crew will be back out, at that time you can certainly let the inspector know of the schedule if you would like him to come during that time.

John Meyer

President / Owner

Viking Exteriors
901 N Concord St
South Saint Paul MN 55075
Phone 651-256-1061 Fax 651-256-1064
E-Mail john@vikingexteriors.net

Please click on the link below to add a review to Angie's List

<https://my.angieslist.com/angieslist/Review/385431>

From: Salina Amey <salina_amey@hotmail.com>

Sent: Monday, November 25, 2019 8:36 AM

To: John Meyer <John@vikingexteriors.net>

Cc: Matt Brown <mbrown@nwhomepartners.org>; isaac.stensland@ci.stpaul.mn.us
<isaac.stensland@ci.stpaul.mn.us>

Subject: Building Inspector Appointment

Good Morning John,

On November 13, 2019, my local building inspector Isaac Stensland came over to my house

Salina Amey
283 Curtice St E
St Paul, MN 55107
651-310-0923

Dec. 11, 2019

John Meyer, President / Owner
Viking Exteriors
901 N. Concord St.
South Saint Paul, MN 55075

Re: Home Renovation Loan Contract through NeighborWorks Home Partners

Dear John,

This letter is in response to your email dated Dec. 10, 2019 in which you suggest terminating our business arrangement. I am not in agreement with your suggestion.

Despite the fact that there are serious problems with what has happened with the window replacement portion of our contract, I am more than willing to have you remedy the issues.

First of all, I wish to point out that my payment to you of \$593.00 was not a deposit. I paid this money to you because your bid for what we have a contract for you to complete exceeded the amount of loan money that was available from NeighborWorks Home Partners.

The water heater has been installed and has passed inspections. I am willing to trust your company to send a suitable professional to remove the existing chimney and patch my roof, per our contract. Of course, I expect that the work will be done in a manner that is fully up to code and that precautions will be taken to protect my home from dust and debris.

Although the situation with the windows has been stressful and disappointing to me, I am willing to allow you make things right. Following are my suggestions for how we resolve this:

1. The correct sized windows must be ordered. Window measurements must be taken according to window manufacturers specifications (three measurements width each window), proper measurement procedure for height of each window, and proper sill angle measurement of each window. Manufacturers asked for rough opening measurements, and this is what they must receive. All the previously agreed specs for each of the windows still stand.
2. The windows must be installed exactly as recommended by manufacturers.
3. All flashing must be done prior to window installation in a manner that meets code requirements.

4. Windows must be installed in a manner that maintains all window manufacturer warranties and which meets and/or exceeds all building code requirements.
5. Windows will be ordered with my name and address on the order for warranty purposes, and I am to receive all of the physical warranty information at the time that the windows are delivered to my house.
6. All work is to be completed in accordance with EPA lead laws. My home and property are to be protected from lead dust.
7. All damage to my interior woodwork that was caused by the use of exterior grade caulk must be fully repaired.
8. All chimney removal and roof patching work must be done in a manner which meets and/or exceed building code requirements.

The windows that you ordered using incorrect measurements can be returned to Menards for a 25% restocking fee, so you are fortunate that you will not lose that much money for ordering the incorrect sizes.

I did read your proposal, but I'm adamant that you follow our contracted agreement which was for custom fitted windows that were to be ordered to fit precisely in my window openings. I have been in communication with the window manufacturing company (Crestline), and have learned that they will not warrant windows that are not installed according to their installation directions.

It is not possible for the windows that you installed in my house to pass inspections, because they were installed incorrectly (it is not possible to install wrong sized and wrong sill-angled windows in openings and maintain warranty) and this means they cannot pass inspections.

Regards,

Salina Amey

Salina Amey
283 Curtice St E
St Paul, MN 55107
651-310-0923

Dec. 16, 2019

John Meyer, President / Owner
Viking Exteriors
901 N. Concord St.
South Saint Paul, MN 55075

U.S. Postal Service™
CERTIFIED MAIL RECEIPT
For delivery information, visit our website at www.usps.com®

SOUTH SAINT PAUL, MN 55075

Certified Mail Fee	\$3.50
Extra Services & Fees (check box, add fee as appropriate)	\$2.80
<input checked="" type="checkbox"/> Return Receipt (hardcopy)	\$0.40
<input type="checkbox"/> Return Receipt (electronic)	\$0.00
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00
<input type="checkbox"/> Adult Signature Required	\$0.00
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00
Postage	\$0.55
Total Postage and Fees	\$6.85

Postmark: SOUTH SAINT PAUL, MN 55075 DEC 16 2019

Sent To: Viking Exteriors
Street and Apt. No., or PO Box No.: 901 N Concord St.
City, State, ZIP+4®: St Paul MN 55075

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

Re: Home Renovation Loan Contract through NeighborWorks Home Partners

Dear John,

Since you have not responded to the letter I sent via email on Dec. 11, 2019, I'm sending the contents of that letter to you again.

This letter is in response to your email dated Dec. 10, 2019 in which you suggest terminating our business arrangement. I am not in agreement with your suggestion.

Despite the fact that there are serious problems with what has happened with the window replacement portion of our contract, I am more than willing to have you remedy the issues.

First of all, I wish to point out that my payment to you of \$593.00 was not a deposit. I paid this money to you because your bid for what we have a contract for you to complete exceeded the amount of loan money that was available from NeighborWorks Home Partners.

The water heater has been installed and has passed inspections. I am willing to trust your company to send a suitable professional to remove the existing chimney and patch my roof, per our contract. Of course, I expect that the work will be done in a manner that is fully up to code and that precautions will be taken to protect my home from dust and debris.

Although the situation with the windows has been stressful and disappointing to me, I choose to give you an opportunity to make things right. Following are my suggestions for how we resolve this:

1. The correct sized windows must be ordered. Window measurements must be taken according to window manufacturers specifications (three measurements width each window), proper measurement procedure for height of each window, and proper sill angle measurement of each window. Manufacturers asked for rough opening measurements, and this is what they must receive. All the previously agreed specs for each of the windows still stand.

2. The windows must be installed exactly as recommended by manufacturers.
3. All flashing must be done prior to window installation in a manner that meets code requirements.
4. Windows must be installed in a manner that maintains all window manufacturer warranties and which meets and/or exceeds all building code requirements.
5. Windows will be ordered with my name and address on the order for warranty purposes, and I am to receive all of the physical warranty information at the time that the windows are delivered to my house.
6. All work is to be completed in accordance with EPA lead laws. My home and property are to be protected from lead dust.
7. All damage to my interior woodwork that was caused by the use of exterior grade caulk must be fully repaired.
8. All chimney removal and roof patching work must be done in a manner which meets and/or exceed building code requirements.

The windows that you ordered using incorrect measurements can be returned to Menards for a 25% restocking fee, so you are fortunate that you will not lose that much money for ordering the incorrect sizes.

I did read your proposal, but what I want is for you to honor our contracted agreement which was for custom fitted windows that were to be ordered to fit precisely in my window openings. I have been in communication with the window manufacturing company (Crestline), and have learned that they will not warrant windows that are not installed according to their installation directions.

It is not possible for the windows that you installed in my house to pass inspections, because they were installed incorrectly (it is not possible to install wrong sized and wrong sill-angled windows in openings and maintain warranty) and this means they cannot pass inspections. I assume this is why you have not followed up on the Nov. 13, 2019 orders of Isaac Stensland, St. Paul Building Inspector, to schedule an appointment for him to examine the window installation.

Regards,


Salina Amey

cc: Matt Brown, NeighborWorks Home Partners

Atterbury

Brandon Bunnell

3455

9

715-748-2100

715-965-2911 (cell)

Technical Support

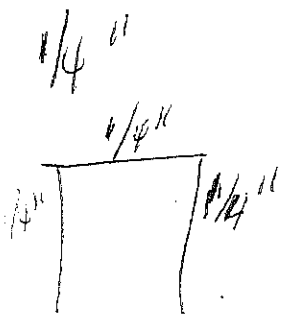
Joseph Dowden

715-748-2100 ext

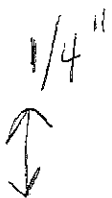
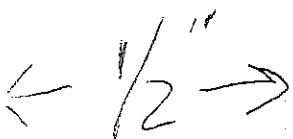
2619

Cell phone

715-965-3009



(1/2)



Greater than 1"

Greater than 5/8"

1/5/2020

1 of 1

Matthew
 Shireld
 Joseph
 Dowden
 715
 748
 2100
 ext
 2619

Corrections 1-2-20

- ① Sill angle does not match existing provide sill angle supports or manuf. approval
- ② Existing sills have nail holes to be sealed
- ③ Smoke detectors required per code in bedrooms and CB detectors

↑
 Isaac Slaw's Her permit
 Siden Wri of P 06 57
 Orders back 10/13/2019

on 2 DP 11/13/2019
 # Issue corrective

Meeting on and 21 2020
 Correction 2019, Jan 21 2020
 Considered 2019, Jan 21 2020
 was 1st place could not
 Nov. 1st place could not
 took their order, not
 for order, not

Inspectors
 ordered
 corrections.
 1-2-2020

Notice: If you have purchased something, installed it, have a problem with it and cannot simply bring it back for an exchange or refund – please fill out this form. PLEASE ATTACH COPY OF RECEIPT/INVOICE/SPECIAL ORDER CONTRACT

INSTALLED GUEST COMPLAINT FORM

(TO BE FILLED OUT BY GUEST)

Please put the complaint in writing: A complaint in written form is more clear and concise. A verbal conversation can become confusing.

PLEASE PRINT LEGIBLY AND CLEARLY.

Date: 11-15-2020

Name: Salina A

Home Phone #: (651) 30-0923

Mailing Address: 283 Curtice St E

Alt Phone #: () - -

City: St Paul MN 55107

Email: Salina_amey@hotmail.com

State: _____ Zip: _____

MENARD Store Location at which you purchased the item(s): W. St. Paul, MN Robert St.

Product: Crestline Elite Premium Clad Double Hung Windows (10) MENARD SKU# _____
(7-digit number shown on receipt by product name)

Month, Day, Year Purchased: Oct 2019 Who installed it?: Viking Exteriors - John Meyer

Month & Year Installed: Nov, 2019 Address: 901 N. Concord St.

Phone: () 5. St Paul MN 5507. 651-256-1061

INFORMATION: (Please explain exactly what happened.)

I have a contract with Viking Exteriors for the installation of Crestline Elite Premium Clad windows. There are a line of custom fit windows. John Meyer ordered the wrong size and wrong sill angle and insisted on installing half of them anyway. They walked off the job. He has filed a mechanics lien on my home and is asking that it be sold. Papers are filed in Ramsey County Court. I asked Crestline repeatedly to help and they did not do what building inspector asked of them.

I want help with this situation. I want a signed affidavit stating that the windows have lost their warranty because they are not the correct size and sill angle. I want this letter to be notarized. I asked for a representative to come and assess the installed windows and they (Crestline) refused repeatedly.

REMEMBER: PLEASE ATTACH COPY OF RECEIPT/INVOICE/SPECIAL ORDER CONTRACT AND FILL OUT COMPLETELY OR YOUR CLAIM WILL BE DELAYED

Note: What they said was always rejected by the building inspector.

Attach additional information if necessary
PLEASE MAIL TO:
MENARDS GUEST SERVICES at Menard, Inc.
5101 MENARD DRIVE
EAU CLAIRE, WI 54703

FW: Salina Amey Project

John Meyer <John@vikingexteriors.net>

Fri 1/24/2020 9:51 AM

To: Salina Amey <salina_amey@hotmail.com>

6 attachments (450 KB)

John Meyer January 21, 2020.docx; CL_Wood_Warranty_09-15_1.pdf; Blind Stop Cover Pocket units.pdf; IMG_0609.JPG; IMG_0608.JPG; IMG_0607.JPG;

Salina,

Currently your windows that are installed were measured and installed correctly. They are covered under warranty from the manufacturer, see attached warranty and labor warranty from Viking is for two years per our contract. Because of your concerns I continued to investigate with the manufacturer and the supplier I found there are additional pieces that are not required, or offered at the time of ordering. But I can order these pieces & they can be installed onto the window after installation. There is additional cost of \$1,820 which covers the installed windows and those that have not been installed from this manufacturer. I personally think that this method would not give your new windows a good appearance and I am recommending not doing so, but we can discuss and I will leave that up to you if you decide to approve and go ahead with it. I would be happy to meet with you again and physically show you again how I measured your windows for it seems to be your biggest issues. But please keep in mind that I have been doing this for the past 45 yrs. knowing what is and isn't going to work with the different situations I contend with. I am available to meet Saturday 01/25/10 between 10:00 & 12:00 or Monday & Tuesday before 10:00 am. If not, I could write up a change order with the terms stated below, otherwise we need to set a date as previously emailed to you to continue and complete the current contract.

I am willing to give you all of those windows for my cost. Plus at no charge the labor to, measure, order, delivery, install, including the extra materials required to install the 5 units currently installed.

I had originally sold you these for \$14,414.00

My cost ~~\$8,862.35~~

Credit \$5,551.65

The other items

The water heater is installed and completed with the permit total cost due \$2,880.00 The cost on this unit installed came in much higher than bid, \$4,051.00 but because of our agreement I'm keeping it at the same cost.

The chimney removal / roof patch. Uncompleted Credit \$1892.00

Total amount	\$19,186.00
Less deposit	\$593.00
Less window credit	\$5,551.65
Less Chimney credit	\$1,892.00
Balance due	\$11,149.35

But please work with me to resolve this now so we can stop wasting everyone's time that has been involved in this matter.

I also want you to be aware that we have other contracts in process, so time is of the essence as we have other commitments to complete and they are going to take precedence over the delays in your project.

Thank you.

John Meyer

From: Salina Amey <salina_amey@hotmail.com>

Sent: Tuesday, January 21, 2020 8:15 AM

To: John Meyer <John@vikingexteriors.net>

Cc: isaac.stensland@ci.stpaul.mn.us <isaac.stensland@ci.stpaul.mn.us>; Dowden, Joseph <Joseph.Dowden@weathershield.com>;

Menards Guest Services <menards.fieldservice@crestlinewindows.com>; Matt Brown <mbrown@nwhomepartners.org>

Subject: Re: Salina Amey Project

Hi John,

Please see attached letter as a response to this email.

Viking Exteriors

901 Concord St. N.
 So. St. Paul, MN 55075
 Office 651-256-1061
 Fax 651-256-1064

Invoice

Date	Invoice #
10/21/2020	4378

Bill To
Salina Amey 283 E. Curtice St. St. Paul, MN 55107

Installer	Terms	Rep	Project
	Due On Completion	JLM	

Description	Amount
Removed and installed 5 sets of prime window sashes and exterior storm windows, Insulate weight pockets. Crestline Elite Clad Premium Replacement windows. Includes covering exterior window stops with aluminum cladding and seal with high quality sealant. 3 windows still remain with homeowner on site- not installed. Less Credit for 2 windows returned at Menards by Viking. (\$1519.88)	12,894.12
New Hot Water Heater installed	2,880.00
EPA Lead Safe manor	450.00
Permit Fee Incurred	328.08

Total		\$16,552.20
Payments/Credits		-\$593.00
Balance Due		\$15,959.20

Salina Amey

August 28, 2021

St Paul City legislative Hearing
Court File #

Condemnation Hearing / Order to
vacate

Hearing Date Scheduled

for Sept. 7, 2021

St Paul City Council

Custom Fit Window

Specifications picked

out by Salina Amey

at Menards on 2/18/2019.

Rough opening dimensions
estimated by Salina Amey,
to be measured precisely
by Viking Aluminum inc.
when ordered.

2005 W. UNIVERSITY AVE.
 ST. PAUL, MN 55104
 (651) 645-1295 (45)
 (651) 645-9809



Design #: 318158137431
 Estimated Price: \$7,398.59

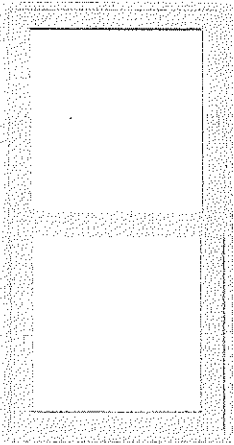
ONLINE WINDOW STORE

How to purchase at the store:

1. Take this packet to any Menards store.
2. Have a millwork team member enter the Design ID into the Online Window Store.
3. Have a millwork team member print purchasing documents.
4. Take the Special Order Contract to the register and pay.

How to recall and purchase a saved design at home:

1. Go to Menards.com
2. Login to your account.
3. Go to the Online Window Store from the Project Center and select Search Save Designs.
4. Select the saved design to load in the Window designer.
5. Add your design to the cart and purchase.

Line Item	Quantity	Product Description	Unit Price	Total Price
100-1	2	Elite Premium Clad Replacement Windows, Double Hung,	\$595.10	\$1,190.20*
Rough Opening:	27.75" x 53.75"	(Estimated)		
Actual Size:	27.5" x 53.5"			
Room:	Living Room South End House Unit is viewed from the outside looking in.			
				
		27.5 x 53.5 Sash Split = Even Product = Double Hung Product Style = Complete Unit Meets Egress? = Does Not Meet Egress Sill Slope = 0-4 Degrees Flat → Yes Exterior Finish Type = Standard Color, Exterior Finish = White Interior Material = Pine, Interior Finish = Prefinished White, Jambliner = White Glazing = Insulated Zo-E Shield 5, Tempered Glass = No, Air Space Options = Argon, Glass Option = Clear, Free Glass Breakage Warranty = Yes Hardware Type = Lock W/Manual Latches, ? Sash Lift Options = Integral Finger Pull, Hardware Finish = White, Number of Locks = 1 Lock, Window Security Options = With Opening Control Device Screen = Aluminum, Screen Color Type = Standard Color, → Bright Silver? Screen Frame Finish = White Grille Type = No Grille(s), Grille Pattern = No Grille(s) Choose Your Project Type = Without Nailing Flange, ISPart = No, InStore = Yes VendorNameQuestion = Crestline None Installation Clips = 5 1/2" Installation Clips, Installation Clips Application = Shipped Loose Is this a Re-Order PO? = No		

Change 1 to tempered glass

Print Date 2/18/2019

Line Item	Quantity	Product Description	Unit Price	Total Price
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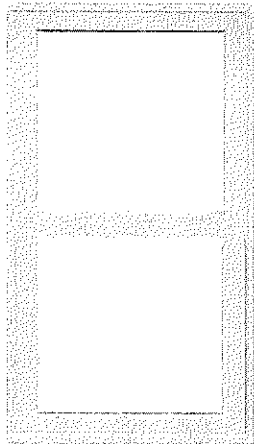
200-1 2

Rough Opening: 29.75" x 53.75"

Actual Size: 29.5" x 53.5"

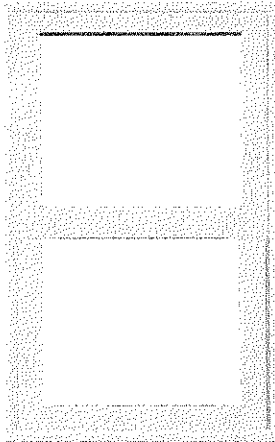
Room: Dining Room

Unit is viewed from the outside looking in.



Elite Premium Clad Replacement Windows,
 Double Hung,
 29.5 x 53.5
 Sash Split = Even
 Product = Double Hung
 Product Style = Complete Unit
 Meets Egress? = Does Not Meet Egress
 Sill Slope = 0-4 Degrees Flat
 Exterior Finish Type = Standard Color,
 Exterior Finish = White
 Interior Material = Pine,
 Interior Finish = Prefinished White,
 Jambliner = White
 Glazing = Insulated Zo-E Shield 5,
 Tempered Glass = No,
 Air Space Options = Argon,
 Glass Option = Clear,
 Free Glass Breakage Warranty = Yes
 Hardware Type = Lock W/Manual Latches,
 Sash Lift Options = Integral Finger Pull,
 Hardware Finish = White,
 Number of Locks = 1 Lock,
 Window Security Options = With Opening Control Device
 Screen = Aluminum,
 Screen Color Type = Standard Color,
 Screen Frame Finish = White
 Grille Type = No Grille(s),
 Grille Pattern = No Grille(s)
 Choose Your Project Type = Without Nailing Flange,
 ISPart = No,
 InStore = Yes
 VendorNameQuestion = Crestline
 None
 Installation Clips = 5 1/2" Installation Clips,
 Installation Clips Application = Shipped Loose
 Is this a Re-Order PO? = No

Line Item	Quantity	Product Description	Unit Price	Total Price
300-1	2	Elite Premium Clad Replacement Windows, Double Hung,	\$549.98	\$1,099.96*
Rough Opening:	27.75" x 45.75"	, 27.5 x 45.5		
Actual Size:	27.5" x 45.5"	Sash Split = Even		
Room:	Kitchen	Product = Double Hung		
	<i>Unit is viewed from the outside looking in.</i>	Product Style = Complete Unit		
		Meets Egress? = Does Not Meet Egress		
		Sill Slope = 0-4 Degrees Flat		
		Exterior Finish Type = Standard Color,		
		Exterior Finish = White		
		Interior Material = Pine,		
		Interior Finish = Prefinished White,		
		Jambliner = White		
		Glazing = Insulated Zo-E Shield 5,		
		Tempered Glass = No,		
		Air Space Options = Argon,		
		Glass Option = Clear,		
		Free Glass Breakage Warranty = Yes		
		Hardware Type = Lock W/Manual Latches,		
		Sash Lift Options = Integral Finger Pull,		
		Hardware Finish = White,		
		Number of Locks = 1 Lock,		
		Window Security Options = With Opening Control Device		
		Screen = Aluminum,		
		Screen Color Type = Standard Color,		
		Screen Frame Finish = White		
		Grille Type = No Grille(s),		
		Grille Pattern = No Grille(s)		
		Choose Your Project Type = Without Nailing Flange,		
		ISPart = No,		
		InStore = Yes		
		VendorNameQuestion = Crestline		
		None		
		Installation Clips = 5 1/2" Installation Clips,		
		Installation Clips Application = Shipped Loose		
		Is this a Re-Order PO? = No		



*changed
to
tempered
glass*

Line Item	Quantity	Product Description	Unit Price	Total Price
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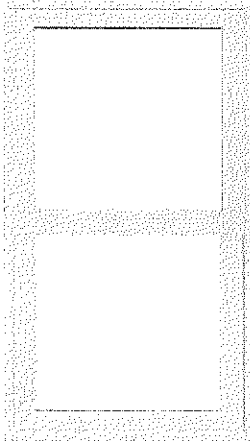
400-1 1

Rough Opening: 29.75" x 53.75"

Actual Size: 29.5" x 53.5"

Room: Office 1

Unit is viewed from the outside looking in.



Elite Premium Clad Replacement Windows,
Double Hung,

\$595.10

\$595.10*

29.5 x 53.5
Sash Split = Even
Product = Double Hung
Product Style = Complete Unit
Meets Egress? = Does Not Meet Egress
Sill Slope = 0-4 Degrees Flat
Exterior Finish Type = Standard Color,
Exterior Finish = White
Interior Material = Pine,
Interior Finish = Prefinished White,
Jambliner = White
Glazing = Insulated Zo-E Shield 5,
Tempered Glass = No,
Air Space Options = Argon,
Glass Option = Clear,
Free Glass Breakage Warranty = Yes
Hardware Type = Lock W/Manual Latches,
Sash Lift Options = Integral Finger Pull,
Hardware Finish = White,
Number of Locks = 1 Lock,
Window Security Options = With Opening Control Device
Screen = Aluminum,
Screen Color Type = Standard Color,
Screen Frame Finish = White
Grille Type = No Grille(s),
Grille Pattern = No Grille(s)
Choose Your Project Type = Without Nailing Flange,
ISPart = No,
InStore = Yes
VendorNameQuestion = Crestline
None
Installation Clips = 5 1/2" Installation Clips,
Installation Clips Application = Shipped Loose
Is this a Re-Order PO? = No

Line Item	Quantity	Product Description	Unit Price	Total Price
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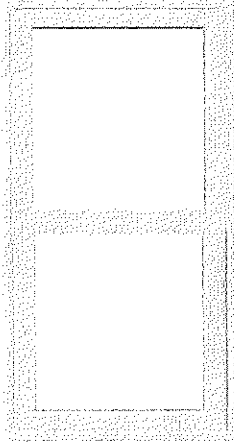
500-1 1

Rough Opening: 27.75" x 53.75"

Actual Size: 27.5" x 53.5"

Room: Office 2

Unit is viewed from the outside looking in.



Elite Premium Clad Replacement Windows,
 Double Hung,
 /
 27.5 x 53.5
 Sash Split = Even
 Product = Double Hung
 Product Style = Complete Unit
 Meets Egress? = Does Not Meet Egress
 Sill Slope = 0-4 Degrees Flat
 Exterior Finish Type = Standard Color,
 Exterior Finish = White
 Interior Material = Pine,
 Interior Finish = Prefinished White,
 Jambliner = White
 Glazing = Insulated Zo-E Shield 5,
 Tempered Glass = No,
 Air Space Options = Argon,
 Glass Option = Clear,
 Free Glass Breakage Warranty = Yes
 Hardware Type = Lock W/Manual Latches,
 Sash Lift Options = Integral Finger Pull,
 Hardware Finish = White,
 Number of Locks = 1 Lock,
 Window Security Options = With Opening Control Device
 Screen = Aluminum,
 Screen Color Type = Standard Color,
 Screen Frame Finish = White
 Grille Type = No Grille(s),
 Grille Pattern = No Grille(s)
 Choose Your Project Type = Without Nailing Flange,
 ISPart = No,
 InStore = Yes
 VendorNameQuestion = Crestline
 None
 Installation Clips = 5 1/2" Installation Clips,
 Installation Clips Application = Shipped Loose
 Is this a Re-Order PO? = No

Line Item	Quantity	Product Description	Unit Price	Total Price
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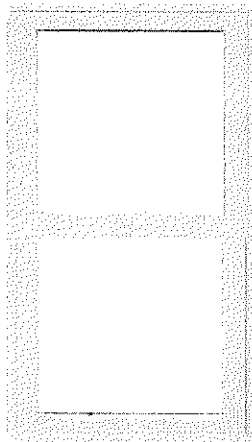
600-1 2

Rough Opening: 29.75" x 53.75"

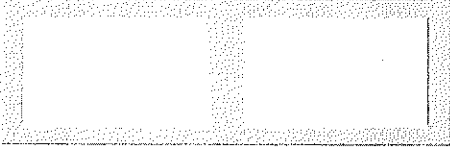
Actual Size: 29.5" x 53.5"

Room: Bedroom

Unit is viewed from the outside looking in.



Elite Premium Clad Replacement Windows,
 Double Hung,
 ,
 29.5 x 53.5
 Sash Split = Even
 Product = Double Hung
 Product Style = Complete Unit
 Meets Egress? = Does Not Meet Egress
 Sill Slope = 0-4 Degrees Flat
 Exterior Finish Type = Standard Color,
 Exterior Finish = White
 Interior Material = Pine,
 Interior Finish = Prefinished White,
 Jambliner = White
 Glazing = Insulated Zo-E Shield 5,
 Tempered Glass = No,
 Air Space Options = Argon,
 Glass Option = Clear,
 Free Glass Breakage Warranty = Yes
 Hardware Type = Lock W/Manual Latches,
 Sash Lift Options = Integral Finger Pull,
 Hardware Finish = White,
 Number of Locks = 1 Lock,
 Window Security Options = With Opening Control Device
 Screen = Aluminum,
 Screen Color Type = Standard Color,
 Screen Frame Finish = White
 Grille Type = No Grille(s),
 Grille Pattern = No Grille(s)
 Choose Your Project Type = Without Nailing Flange,
 ISPart = No,
 InStore = Yes
 VendorNameQuestion = Crestline
 None
 Installation Clips = 5 1/2" Installation Clips,
 Installation Clips Application = Shipped Loose
 Is this a Re-Order PO? = No

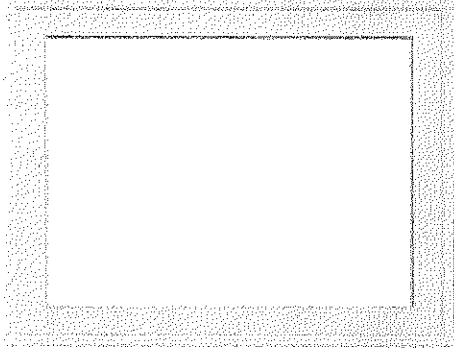
Line Item	Quantity	Product Description	Unit Price	Total Price
700-1	1	Clad W-3500, Awning, 72 x 24 ISPart = No, Choose your Project Type = Without Nailing Flange, Operation = Operating Number of Locks = 2 Locks, <i>← REMOVE</i> Phantom Screen = No Phantom Screen Room Location = , Is this a Reorder? = No MenardsSKU = 4001399 Manufacturer = JELD-WEN, Rantoul(IL), Catalog Version Date = 01/07/2019, CatalogVersion = 18.1.199.9 None Assembly = Pocket Unit, Sash Model = Traditional - Wide Rails - Top & Bottom, <i>2</i> Country Where Window Will Be Installed = USA Overall Measurement Type = Actual Size, Overall Standard Frame Width = 72", Overall Standard Frame Height = 24" Interior Material Type = Auralast Pine, Interior Finish Type = Painted, Interior Finish = Paint Brilliant White, Exterior Finish = Brilliant White, Sash to Match Exterior Frame Finish = Yes, Exterior Sash Finish = Brilliant White Mull Assembly = Flat Mull, Window Opening Control Device = No Window Opening Control Device Glass Energy Efficiency = Energy Star, Installation Zip Code = 55104, <i>55107</i> Energy Star Zone = Energy Star - Northern, Energy Star Low-E Options = Low-E EC 366 (i89 In/366 Out), Glass Type = Standard, Neat Glass = Yes, Protective Film = Protective Film, <i>2</i> Glass Spacer Color = Silver Spacer, Air Space Options = Argon Grille Type = No Grilles Hardware Finish = White, Handle = ADA Handle, Screen Options = BetterVue Mesh (Standard), Screen Frame Finish = Brilliant White Vertical, Factory, 0" thick, 24" length	\$1,027.85	\$1,027.85*
Rough Opening:	Overall RO Width = 72 3/4" Overall RO Height = 24 3/4"			
Actual Size:	Overall Frame Width = 72" Overall Frame Height = 24"			
Room:	Piano Window <i>Unit is viewed from the outside looking in.</i>			
				

Line Item	Quantity	Product Description	Unit Price	Total Price
800-1	1	Clad W-3500, Awning, /	\$509.98	\$509.98*
		37.25 x 29.5		
		ISPart = No, Choose your Project Type = Without Nailing Flange, Assembly = Pocket Unit, Sash Model = Traditional - Wide Rails - Top & Bottom, Country Where Window Will Be Installed = USA, Operation = Operating		
		Measurement Type = Pocket Opening Size, Pocket Opening Width = 37.75, Pocket Opening Height = 29.75		
		Interior Material Type = Auralast Pine, Interior Finish Type = Painted, Interior Finish = Paint Brilliant White, Exterior Finish = Brilliant White, Sash to Match Exterior Frame Finish = Yes, Exterior Sash Finish = Brilliant White		
		Performance Grade Rating = PG 3S Hardware Finish = White, Handle = ADA Handle, Number of Locks = 2 Locks, → <i>Remove</i>		
		Screen Options = BetterVue Mesh (Standard), Screen Frame Finish = Brilliant White		
		Glass Energy Efficiency = Energy Star, Installation Zip Code = 55104, Energy Star Zone = Energy Star - Northern, Energy Star Low-E Options = Low-E EC 366 (i89 In/366 Out), Glass Type = Standard, Neat Glass = Yes, Protective Film = Protective Film, Glass Spacer Color = Silver Spacer, Air Space Options = Argon Grille Type = No Grilles		
		Window Opening Control Device = No Window Opening Control Device U-Factor = 0.25, Solar Heat Gain Coefficient = 0.18, Visible Light Transmittance = 0.43, Condensation Resistance = 49, CPD# = JEL-N-847-02846-00001 Room Location = , Is this a Reorder? = No MenardsSKU = 4001399 Manufacturer = JELD-WEN, Rantoul(IL), Catalog Version Date = 01/07/2019, CatalogVersion = 18.1.199.9 None		

Rough Opening:

Actual Size:

Room: Upstairs South
Unit is viewed from the outside looking in.



Total: \$7,398.59

Salina Amey

August 28, 2021

St Paul City legislative Hearing
Court File #

Condemnation Hearing / Order to
Vacate

Hearing Date Scheduled

for Sept. 7, 2021

St Paul City Council

Lawsuit by Viking Aluminum
Inc. for lien on house

Dated August 11, 2021.

Ramsey County District
Court File # 62-CU-21-37



August 11, 2021
VIA CIVIL PROCESS SERVER

Salina Amey
283 Curtice Street
Saint Paul, MN 55107


RE: Viking Aluminum, Inc. dba Viking Exteriors v. Salina Amey, et al.
Court File No: 62-CV-21-37

Dear Ms. Amey:

Enclosed and served upon you please find:

1. Summons;
2. Complaint;
3. Notice of Case filing, and;
4. Lis Pendens.

Regards,



Shelley VanDyke
Paralegal

Encl.

**STATE OF MINNESOTA
COUNTY OF RAMSEY**

**DISTRICT COURT
SECOND JUDICIAL DISTRICT
CASE TYPE: Mechanic's Lien**

Court File No. 62-CV-21-37
Assigned Judge: Laura Nelson

<p>Viking Aluminum Inc. dba Viking Exteriors, Plaintiff, vs. Salina Amey, MidFirst Bank, Minnesota Housing Finance Agency, Housing and Redevelopment Authority of the City of Saint Paul, Minnesota, and Secretary of Housing and Urban Development, Defendants.</p>	<p>SUMMONS</p>
--	-----------------------

THIS SUMMONS IS DIRECTED TO THE ABOVE-NAMED DEFENDANTS, SALINA AMEY, MIDFIRST BANK, MINNESOTA HOUSING FINANCE AGENCY, HOUSING AND REDEVELOPMENT AUTHORITY OF THE CITY OF SAINT PAUL, MINNESOTA, AND SECRETARY OF HOUSING AND URBAN DEVELOPMENT:

1. The Plaintiff has started a lawsuit against you to foreclose a Mechanic's Lien, and recorded a Lis Pendens to wit:

Notice is hereby given, that the action titled above has been commenced and is pending in Court named above. The names of the parties to the action are as stated above. The real property affected, involved, and brought in question by the action is located in Ramsey County, Minnesota, legally described as follows:

Lot 16, Block 14, The West St. Paul Real Estate and Improvement Syndicate Addition No. 1, Ramsey County, Minnesota, PID: 14-118-21-12-0049.

Notice is hereby given that the object of the action is brought in part for the purpose of foreclosing a Mechanic's Lien held by Plaintiff covering real property located in the County of Ramsey, State of Minnesota.

The Plaintiff's Complaint against you is attached to this Summons and has been filed with the Court Administrator of the above-named Court. Do not throw these papers away. They

are official papers that affect your rights. You must respond to this lawsuit even though there may be no court file number on this Summons.

2. **YOU MUST REPLY WITHIN 21 DAYS TO PROTECT YOUR RIGHTS.** You must file your **original written response** to this Mechanic's Lien Foreclosure Lawsuit, called an Answer, with the Court Administrator of the Court named in the above caption within 21 days of service, or the date on which you received this Summons. If the attached Complaint includes a claim against you in addition to the Mechanics Lien Foreclosure, you must also give or mail a copy of your Answer to the person who signed this Summons located at:

Courtney Ernston, Esq.
Minnesota Construction Law Services, PLLC
1036 Centerville Circle
Vadnais Heights, MN 55127

3. **YOU MUST RESPOND TO EACH CLAIM.** The Answer is your written response to the Plaintiff's Complaint. In your Answer you must state whether you agree or disagree with each paragraph of the Complaint. If you believe the Plaintiff should not be given everything asked for in the Complaint, you must say so in your Answer.
4. **YOU WILL LOSE YOUR CASE IF YOU DO NOT FILE YOUR ANSWER WITH THE COURT ADMINISTRATOR AS SET FORTH HEREIN.** If you do not serve an Answer within 21 days, you will lose this case. You will not get to tell your side of the story, and the Court may decide against you and award the Plaintiff everything asked for in the Complaint. If you do not want to contest the claims stated in the Complaint, you do not need to respond. A default judgment can then be entered against you for the relief requested in the Complaint.

5. **LEGAL ASSISTANCE.** You may wish to get legal help from a lawyer. If you do not have a lawyer, the Court Administrator may have information about places where you can get legal assistance. **Even if you cannot get legal help, you must still provide a written Answer to protect your rights or you may lose the case.**
6. **ALTERNATIVE DISPUTE RESOLUTION.** The parties may agree to or be ordered to participate in an alternative dispute resolution process under Rule 114 of the Minnesota General Rules of Practice. You must still file your written response to the Complaint with the Court Administrator as set forth herein, even if you expect to use alternative means of resolving this dispute.
7. **THIS LAWSUIT MAY AFFECT OR BRING INTO QUESTION TITLE TO REAL PROPERTY.**

Dated: January 4, 2021

MINNESOTA CONSTRUCTION LAW SERVICES, PLLC

/s/ Courtney J. Ernston

Courtney J. Ernston, #0396458
William E. Gschwind, #0390793
1036 Centerville Circle
Vadnais Heights, MN 55127
Tel: 651-484-4412

ACKNOWLEDGMENT

The undersigned hereby acknowledges that sanctions may be imposed pursuant to Minn.

Stat. § 549.211.

/s/ Courtney J. Ernston

Courtney J. Ernston

**STATE OF MINNESOTA
COUNTY OF RAMSEY**

**DISTRICT COURT
SECOND JUDICIAL DISTRICT
CASE TYPE: Mechanic's Lien**

Court File No. _____
Assigned Judge: _____

<p>Viking Aluminum Inc. dba Viking Exteriors, Plaintiff, vs. Salina Amey, MidFirst Bank, Minnesota Housing Finance Agency, Housing and Redevelopment Authority of the City of Saint Paul, Minnesota, and Secretary of Housing and Urban Development, Defendants.</p>	<p style="text-align: center;">COMPLAINT</p>
--	---

Viking Aluminum Inc. dba Viking Exteriors (“Viking”), for its Complaint against the above-named Defendants, states and alleges as follows:

PARTIES

1. Viking is a Minnesota corporation engaged in the business of residential construction, with its principal place of business located in Ramsey County.
2. Defendant Salina Amey (“Amey”), is a resident of the State of Minnesota with the last known address of 283 E Curtice Street, Saint Paul, MN 55107 (the “Property”).
3. Amey is the record owner in fee simple of the Property, which is legally described as follows:

Lot 16, Block 14, The West St. Paul Real Estate and Improvement Syndicate
Addition No. 1, Ramsey County, Minnesota
PID: 14-118-21-12-0049

4. Defendant MidFirst Bank, as successor to C.U. Mortgage Services, Inc., as successor to Norwest Mortgage, Inc., as successor to Wells Fargo Bank, NA, is a bank headquartered in Oklahoma City, OK.
5. Defendant Minnesota Housing Finance Agency is a public agency located in Saint Paul, MN.
6. Defendant Housing and Redevelopment Authority of the City of Saint Paul, Minnesota is a public entity located in Saint Paul, MN.
7. Defendant Secretary of Housing and Urban Development is a public agency located in Washington, D.C.
8. Jurisdiction and venue are proper as the Property is located in Ramsey County.

COUNT I
BREACH OF CONTRACT (AMEY)

9. Viking re-alleges and incorporates herein by reference the preceding paragraphs as if fully set forth herein.
10. On or about September 26, 2019, Viking entered into a Contract attached hereto as **Exhibit A** (the "Contract") with Amey, whereby Viking agreed to provide the necessary labor, skill and material to Property.
11. The Contract provided the pre-lien notice required by Minn. Stat. §514.011.
12. Viking began construction on the Property or about September 29, 2019.
13. Pursuant to the Contract, Viking began to provide the necessary labor, skill, and material for the improvement of the property; such contributions were provided at the specific request of Amey.
14. Amey refused to pay Viking in full for the work.

15. Pursuant to the Contract, Amey is responsible for all costs of collection, including costs, disbursements, and attorneys' fees.
16. Twelve Thousand Nine Hundred Twenty-Nine and 35/100 Dollars (\$12,929.35) remains due and owing pursuant to the Contract.
17. On several occasions, Viking demanded payment of the outstanding balance for the work performed. Amey failed to respond to those demands.
18. By failing to pay for the work performed, Amey has breached the Contract.
19. Because of the breach of Contract, Viking has incurred damages in excess of Twelve Thousand Nine Hundred Twenty-Nine and 35/100 Dollars (\$12,929.35), plus costs, disbursements and attorneys' fees, the exact amount to be determined at trial.

COUNT II
PROMISSORY ESTOPPEL (AMEY)

20. Viking re-alleges and incorporates herein by reference the preceding paragraphs as if fully set forth herein.
21. Count II is pled in the alternative pursuant to Minn. R. Civ. P. 8.01.
22. Amey promised Viking that she would perform as agreed under the Contract in exchange for Viking's performance of the scope of agreed-upon work.
23. It was reasonable for Viking to be induced by Amey making the aforementioned promises and to rely upon those promises when being engaged by Amey.
24. In reliance on Amey's promise, Viking did, in fact, perform the contracted scope of work.
25. Justice requires enforcement of Amey's promise to compensate Viking for its work.
26. As a result of Amey's failure to perform as promised, Viking has been damaged in excess of Twelve Thousand Nine Hundred Twenty-Nine and 35/100 Dollars (\$12,929.35), together with cost and disbursements and attorney's fees.

COUNT III
UNJUST ENRICHMENT (AMEY)

27. Viking re-alleges and incorporates herein by reference the preceding paragraphs as if fully set forth herein.
28. Count III is pled in the alternative pursuant to Minn. R. Civ. P. 8.01.
29. Amey has received a benefit from the labor, skill, and material provided by Viking for the improvement of the Property and there is currently due and owing for said work the amount of Twelve Thousand Nine Hundred Twenty-Nine and 35/100 Dollars (\$12,929.35) as of December 4, 2019.
30. It would be unjust for Amey to retain benefit without paying.
31. By virtue of the facts stated above, Viking is entitled to the reasonable value of its services and expenses incurred on Amey's behalf in a total amount of Twelve Thousand Nine Hundred Twenty-Nine and 35/100 Dollars (\$12,929.35), together with cost and disbursements and attorney's fees.

COUNT IV
MECHANIC'S LIEN FORECLOSURE (ALL DEFENDANTS)

32. Viking re-alleges and incorporates herein by reference the preceding paragraphs as if fully set forth herein.
33. The day of the first item of Viking's contribution to the Property was September 29, 2019, and the last date of Viking's contribution was January 2, 2020.
34. On April 25, 2020, within 120 days after furnishing the last item of contribution to improvement of the Property, Viking duly served its verified Mechanic's Lien Statement on Amey.

35. On April 28, 2020, within 120 days after furnishing the last item of its contribution to the improvement of the Property, Viking duly filed for record in the office of the Ramsey County Recorder, as Document No. A04808441, its verified Mechanic's Lien Statement, a copy of said lien statement is attached hereto as **Exhibit B** and incorporated herein.
36. Defendant MidFirst Bank has, upon information and belief, an interest in the Property pursuant to an Assignment of Mortgage dated July 2, 2012 and recorded with the Ramsey County Recorder's office with Document No. A9822354 on July 30, 2012.
37. Defendant Minnesota Housing Finance Agency has, upon information and belief, an interest in the Property pursuant to a Subordinate Mortgage dated March 25, 2011 and recorded with the Ramsey County Recorder's office with Document No. A4279859 on May 16, 2011.
38. Defendant Housing and Redevelopment Authority of the City of Saint Paul, MN has, upon information and belief, an interest in the Property pursuant to a Repayment Note and Grant of Mortgage dated September 7, 2016 and recorded with the Ramsey County Recorder's office with Document No. A04625088 on September 21, 2016.
39. Defendant Minnesota Housing Finance Agency has, upon information and belief, an interest in the Property pursuant to an Assignment of Mortgage dated October 23, 2017 and recorded with the Ramsey County Recorder's office with Document No. A04686713 on November 20, 2017.
40. Viking's mechanic's lien is coordinate with all other mechanic's liens, if any, arising from the restoration work performed on the home on or after September 26, 2019.
41. The agreed upon price and fair and reasonable value of the labor, skill and material provided by Viking in connection with the improvement of the Property is Nineteen

Thousand One Hundred Eighty-Six and 00/100 Dollars (\$19,186.00), of which Twelve Thousand Nine Hundred Twenty-Nine and 35/100 Dollars (\$12,929.35) is currently due and owing from January 2, 2020.

42. By virtue of the facts stated above, Viking has a mechanic's lien upon the Property in the amount of Twelve Thousand Nine Hundred Twenty-Nine and 35/100 Dollars (\$12,929.35).
43. Pursuant to Minnesota Statute, Viking is entitled to recover its costs associated with this mechanic's lien foreclosure.
44. Viking has retained Minnesota Construction Law Services PLLC for the purpose of protecting its lien rights and has and will continue to incur costs, disbursements, expenses, and attorneys' fees, all of which are recoverable under Minnesota law.

WHEREFORE, Viking demands judgment as follows:

1. Adjudging that Viking is entitled to recover from Amey for Breach of Contract, Promissory Estoppel, and Unjust Enrichment, the sum of Twelve Thousand Nine Hundred Twenty-Nine and 35/100 Dollars (\$12,929.35), plus interest from January 2, 2020, together with its costs, disbursements, and attorneys' fees.
2. Adjudging that Viking is entitled to a specific mechanic's lien upon the Property in the amount of the judgment rendered pursuant to paragraph 1 of this prayer for relief.
3. Adjudging said lien to be prior and superior to the right, title, interest, or lien of any and all of the parties to this action, except those of coordinate mechanic's lien claimants, if any, and except the above-referenced mechanic's lien of Property.
4. Adjudging the validity and priority, if any, of the above referenced mechanic's lien of Property.

5. Directing foreclosure of Viking's Mechanic's lien and the sale of the Property by the Sheriff of Ramsey County, Minnesota, to satisfy the same, according to law.
6. Directing the Clerk of this Court to enter and docket a judgment in favor of Viking against Amey, for any deficiency remaining on the judgment after application of the proceeds of the sale as aforesaid.
7. For such other and further relief as the Court deems just and equitable.

Dated: November 25, 2020

**MINNESOTA CONSTRUCTION LAW
SERVICES, PLLC**

s/Courtney Ernston

Courtney J. Ernston, #0396458
William E Gschwind, #0390793
1036 Centerville Circle
Vadnais Heights, MN 55127
Telephone: 651-484-4412
e-mail: courtney@mncls.com
bill@mncls.com

ATTORNEYS FOR PLAINTIFF

ACKNOWLEDGMENT

The undersigned hereby acknowledges that sanctions may be imposed pursuant to Minn. Stat. § 549.211.

s/Courtney Ernston

Courtney J. Ernston



Viking Exteriors

A DIVISION OF VIKING ALUMINUM, INC.

901 N. CONCORD ST. - 50. ST. PAUL, MN 55075 - LICENSE #BC003773

(651) 256-1061 Fax (651) 256-1064

Web Address: www.vikingexteriors.com Email: office@vikingexteriors.net

Purchaser: Salina Amey
Address: 283 E Curtice
City, State, Zip: St Paul MN 55107

Date 09/26/2019

Home: 651-310-0923

Work:

Email: salina_amey@hotmail.com

Viking will furnish and install all labor and materials to:

Windows: Remove 10 sets of prime window sashes and exterior storm windows, Insulate weight pockets, Install 10 double hung, 1 double set awning and 1 single awning. Crestline Elite Clad Premium Replacement windows and the Jeld-Wen Clad W 3500 awning series. Includes covering exterior window stops with aluminum cladding and seal with high quality sealant. Price \$14,414.00

Chimney: Remove existing brick chimney and liner down to 2 floor, (floor height) , Install roof deck, underlayment and shingles, to patch in hole on roof. Install 3/4" plywood to patch hole in floor. Price \$ \$1,892.00

Plumbing: bid see attached. Water heater \$2,880.

Includes all permits and removal of all construction debris from site. All work to be perform in a EPA lead safe manner. Does not include smoke and C/O detectors if required.

PRICE AND PAYMENT TERMS

Rec. CK#
8274

Buyer shall pay \$ \$19,186.00 to Viking Exteriors ("Viking") with payments as follows:
Down Payment \$ 593.00 due on With Contract.
Final Payment \$ 18,593.00 due on When Completed. Through Neighbor Works Home Partners

ACCEPTANCE OF AGREEMENT

By signing below, you accept the scope of work; specifications; terms and conditions herein, on page 2, and on additional pages; and prices stated in this Agreement. Viking is authorized to begin work on the earliest available date.

In the event this Agreement was procured through a home solicitation sale as defined by Minnesota Statutes Section 325G.06, you may rescind your agreement as set forth in the accompanying Notice of Cancellation. You, the buyer, may cancel this purchase at any time prior to midnight of the third business day after the date of this purchase. See attached Notice of Cancellation form for an explanation of this right. In all other circumstances, this Agreement is binding when signed by you and us.

Customer - please fill in below

Contractor/Representative John Meyer

X [Signature] Purchaser

Make All Checks Payable to: Viking Exteriors

X _____ Purchaser

Credit cards accepted with a 3.5% up charge

Email: salina_amey@hotmail.com

Billing preference: Email or USPS (please circle one)

We appreciate your business and look forward to working with you.

Additional Terms and Conditions

1. **Contingency:** This Agreement is subject to the approval of Viking Exteriors ("Viking") management and may be declined by Viking any time prior to the start of construction.
2. **Construction Documents:** This Agreement merges all agreements between the Parties; any representations not written into this Agreement are not included. The Work consists of the tasks, materials, and services contained in the Construction Documents which consist of this Agreement, addenda, insurance loss statement and supplements, Change Orders, applicable drawings, plans, and specifications. In case of conflict between provisions of this Agreement, the order of precedence for conflict resolution in descending order shall be as follows: (i) Change Orders, including amendments; (ii) this Agreement; (iii) Specifications; (iv) Plans; and (v) Exhibits.
3. **Changes:** Any modification to the Work requires a written Change Order signed by Viking and at least one Buyer. Change Orders may result in extra charges which are the responsibility of the Buyer. Buyer shall sign a Change Order for any additional work required by a government inspector or any supplement or adjustments to a loss statement approved by an insurer.
4. **Performance Guidelines:** The Work shall be completed in accordance with all applicable construction codes and manufacturers' specifications for installation of materials. Buyer acknowledges receiving the Performance Guidelines as required by law before signing this Agreement.
5. **Buyer's Obligations:** By signing this Agreement, Buyer affirms that it is the owner in fee simple of the property. Buyer shall grant Viking clear access, free of ice and snow, to work areas during normal working hours for workers, parked vehicles, delivery and storage of materials, equipment, and rubbish, and holds Viking harmless from damage or injury that may result. Buyer will be charged additional fees for using dumpsters without prior approval. Viking takes reasonable effort to remove construction debris; Buyer holds Viking harmless from any damage or injury caused by any remaining debris. Buyer agrees to provide electric, water, and other utilities at no cost to Viking. Buyer is responsible for identification of all underground utilities before Work begins and holds Viking harmless from any damage or injury resulting from Buyer's failure to do so. Viking shall not be expected to keep gates and doors closed or locked; Buyer holds Viking harmless from all claims arising therefrom. Excess construction material remains the property of Viking. Viking is not responsible for any damage to property in or near the work area, including without limitation, fixtures, drywall, plaster wall construction, decorations, plants, wall hangings, or other parts of premises or its contents, and Buyer holds Viking harmless from any such damage.
6. **Buyer's Work:** Buyer shall not direct the working forces, hire subcontractors, or provide materials or labor for the Work without the written authorization of Viking. Buyer agrees to perform any work authorized by Viking in a workmanlike manner, in conformity with local codes and regulations, without hindering or delaying Viking from its work. Viking provides no warranty for Buyer's work or materials. Trips by Viking or its subcontractors caused by Buyer's work will result in a \$200.00 trip charge for each extra trip.
7. **Pre-existing conditions:** This Agreement is based solely on Buyer's representations and Viking's observations at the time of entering into this Agreement. Buyer assumes complete liability and responsibility for existing or concealed conditions, including soils issues; pre-existing building code, zoning, or other violations; or inadequate physical, mechanical, or electrical conditions currently existing on the Property. Viking may suspend the Work until Viking and Buyer reach agreement on any additional cost and time delay. Existing out of square and plumb conditions may require similar conditions in the new work. Buyer grants Viking the right to make variations, substitutions, or changes as to color, brand, grade, and actual dimensions required by governmental regulations or otherwise that do not adversely and materially affect design and quality.
8. **Hazardous materials:** All hazardous conditions including asbestos, mold, lead, or other hazardous or harmful materials that may exist at or within the Property are assumed and agreed by the Parties to have pre-existed Viking's work. Buyer assumes complete liability and responsibility for all such conditions. Viking may stop work until the condition is corrected. Buyer holds Viking harmless from all mold, fungus, or biological material damages, including but not limited to those set forth on the accompanying Mold Notice and Waiver, which Buyer acknowledges receiving. Buyer acknowledges receiving the Mold Notice and Waiver and the Urea Formaldehyde Disclosure required by law.
9. **Exclusions:** Performance under this Agreement is contingent upon strikes, accidents, weather, or other delays beyond Viking's control. The price of this Agreement does not include material or labor price increases because of unforeseen problems arising after work has begun, market supply shortages, or unusual spikes in market demand. This Agreement price does not include any governmental permit, service, or access charge.
10. **Advertising:** Buyer authorizes Viking to place its yard sign on Buyer's property for identification purposes for workers and material suppliers and for advertising and promotion. Buyer grants Viking unlimited license to record images of the Work in any form and to reproduce those images for advertising and promotional use.
11. **Insurance:** Viking maintains current insurance policies covering its general liability and workers' compensation obligations. Prior to construction, Buyer shall have in place homeowner's insurance covering the finished value of the Work. Buyer waives subrogation and shall obtain from each of its insurers a waiver of subrogation in favor of Viking with respect to losses arising out of or in connection with the Work.
12. **Insurance Deductible:** It is a violation of Minnesota law for Viking to pay, waive, or rebate all or part of any insurance deductible. Buyer agrees to pay its full deductible to Viking.
13. **Cancellation:** Before work begins, the fee to cancel this agreement without legal right to do so, as liquidated damages and not as a penalty, is 25% of the Agreement price plus the actual costs Viking incurred. After work begins, Buyer is responsible for the entire Agreement price. Buyer acknowledges receiving the cancellation notices required by law.
14. **Late Fee and Collection Costs:** A late fee of \$25 shall be charged for any payment received more than 10 days past its due date. Limited to the percent allowable by law, a 1½% monthly collection fee will be added to any outstanding balance not paid within thirty (30) days of when due. Buyer agrees to pay Viking's reasonable costs of enforcing any provision of this Agreement without requiring a court action, including attorney's fees, costs, and disbursements. No part of the final payment shall be conditioned on completion of a governmental inspection.
15. **Warranty Rights:** In addition to any written warranty we may provide you, you acknowledge receipt of a copy of the warranty pursuant to Minn. Stat. § 327A which may also apply. We hereby disclaim all, warranties, express or implied, including merchantability or fitness for a particular purpose, Agreement claims, negligence claims, and all other claims for which you have not provided us with written or actual notice within six months from the date of discovery of the problem and which have not been fully resolved within six months from the date you notified us of the claim.
16. **Limitations:** Except as required by Minn. Stat. 327A, Viking is not responsible for damage due to ice dams, excessive wind, subsequent hail or storm damage, leaks from existing skylights, or removal and reinstallation of existing skylights. Unless included in the scope of work, Viking is not responsible for evaluating or modifying the adequacy of your home's ventilation system, or for condensation or damage resulting from inadequate ventilation.
17. **Mechanic's Lien Rights:** Minnesota law requires us to provide you with the following notice:

(a) Any person or company supplying labor or materials for this improvement to your property may file a lien against your Property if that person or company is not paid for the contributions. **EXHIBIT A**

(b) Under Minnesota law, you have the right to pay persons who supplied labor or materials for this improvement directly and deduct this amount from our Agreement price or withhold the amounts due them from us until 120 days after completion of the improvement unless we give you a lien waiver signed by persons who supplied any labor or material for the improvement and who gave you timely notice.

2017 CHAPTER 327A STATUTORY HOUSING WARRANTIES

327A.01 Definitions. 327A.02 Statutory Warranties. 327A.03 Exclusions. 327A.04 Waiver and Modification Limited. 327A.05 Remedies
327A.051 Home Warranty Dispute Resolution. 327A.06 Other Warranties. 327A.07 Variations. 327A.08 Limitations

327A.01 Definitions.

Subd. 1. Scope. As used in sections 327A.01 to 327A.07, the terms in this section shall have the meanings assigned to them.

Subd. 2. Building standards. "Building standards" means the materials and installation standards of the State Building Code, adopted by the commissioner of labor and industry pursuant to sections 326B.101 to 326B.194, in effect at the time of the construction or remodeling.

Subd. 3. Dwelling. "Dwelling" means a new building, not previously occupied, constructed for the purpose of habitation; but does not include appurtenant recreational facilities, detached garages, driveways, walkways, patios, boundary walls, retaining walls not necessary for the structural stability of the dwelling, landscaping, fences, nonpermanent construction materials, off-site improvements, and all other similar items.

Subd. 4. Initial vendee. "Initial vendee" means a person who first contracts to purchase a dwelling from a vendor for the purpose of habitation and not for resale in the ordinary course of trade.

Subd. 5. Major construction defect. "Major construction defect" means actual damage to the load-bearing portion of the dwelling or the home improvement, including damage due to subsidence, expansion or lateral movement of the soil, which affects the load-bearing function and which vitally affects or is imminently likely to vitally affect use of the dwelling or the home improvement for residential purposes. "Major construction defect" does not include damage due to movement of the soil caused by flood, earthquake or other natural disaster.

Subd. 6. Vendee. "Vendee" means any purchaser of a dwelling and includes the initial vendee and any subsequent purchasers.

Subd. 7. Vendor. "Vendor" means any person, firm, or corporation that constructs dwellings, including the construction of dwellings on land owned by vendees. Vendor does not include a subcontractor or material supplier involved in the construction of a dwelling.

Subd. 8. Warranty date. "Warranty date" means the date from and after which the statutory warranties provided in section 327A.02 shall be effective and is the earliest of: (a) the date of the initial vendee's first occupancy of the dwelling; or (b) the date on which the initial vendee takes legal or equitable title in the dwelling. In the case of a home improvement, the warranty date is the date on which the home improvement work was completed.

Subd. 9. Home improvement. "Home improvement" means the repairing, remodeling, altering, converting or modernizing of, or adding to a residential building. For the purpose of this definition, residential building does not include appurtenant recreational facilities, detached garages, driveways, walkways, patios, boundary walls, retaining walls not necessary for the structural stability of the building, landscaping, fences, nonpermanent construction materials, off-site improvements, and all other similar items.

Subd. 10. Home improvement contractor. "Home improvement contractor" means a person who is engaged in the business of home improvement either full time or part time, and who holds out to the public as having knowledge or skill peculiar to the business of home improvement.

Subd. 11. Owner. "Owner" means any person who owns a residential building on which home improvement work is performed and includes any subsequent owner of the residential building.

Subd. 12. Inspection. "Inspection" means a visual or invasive examination of the alleged property damage.

327A.02 Statutory Warranties.

Subd. 1. Warranties by vendors. In every sale of a completed dwelling, and in every contract for the sale of a dwelling to be completed, the vendor shall warrant to the vendee that: (a) during the one-year period from and after the warranty date the dwelling shall be free from defects caused by faulty workmanship and defective materials due to noncompliance with building standards; (b) during the two-year period from and after the warranty date, the dwelling shall be free from defects caused by faulty installation of plumbing, electrical, heating, and cooling systems due to noncompliance with building standards; and (c) during the ten-year period from and after the warranty date, the dwelling shall be free from major construction defects due to noncompliance with building standards.

Subd. 2. Warranties to survive passage of title. The statutory warranties provided in this section shall survive the passing of legal or equitable title in the dwelling to the vendee.

Subd. 2a. Remedies unaffected by corporate dissolution. The statutory warranties provided in this section are not affected by the dissolution of a vendor or home improvement contractor that is a corporation or limited liability company.

Subd. 3. Home improvement warranties. (a) In a sale or in a contract for the sale of home improvement work involving major structural changes or additions to a residential building, the home improvement contractor shall warrant to the owner that: (1) during the one-year period from and after the warranty date the home improvement shall be free from defects caused by faulty workmanship and defective materials due to noncompliance with building standards; and (2) during the ten-year period from and after the warranty date the home improvement shall be free from major construction defects due to noncompliance with building standards. (b) In a sale or in a contract for the sale of home improvement work involving the installation of plumbing, electrical, heating or cooling systems, the home improvement contractor shall warrant to the owner that, during the two-year period from and after the warranty date, the home improvement shall be free from defects caused by the faulty installation of the system or systems due to noncompliance with building standards. (c) In a sale or in a contract for the sale of any home improvement work not covered by paragraph (a) or (b), the home improvement contractor shall warrant to the owner that, during the one-year period from and after the warranty date, the home improvement shall be free from defects caused by faulty workmanship or defective materials due to noncompliance with building standards.

Subd. 4. Response from vendor or home improvement contractor to notice of claim; right to inspect. (a) The vendee or owner must allow an inspection for purposes of the preparation of an offer to repair the alleged loss or damage under subdivision 5. The inspection must be performed by the vendor or home improvement contractor within 30 days of the notification under section 327A.03, clause (a). Any damage to property caused as a result of an inspection must be promptly repaired by the inspecting party to restore the property to its pre-inspected condition. (b) The applicable statute of limitations and statute of repose for an action based on breach of a warranty imposed by this section, or any other action in contract, tort, or other law for any injury to real or personal property or bodily injury or wrongful death arising out of the alleged loss or damage, is tolled from the date the written notice provided by the vendee or owner is postmarked, or if not sent through the mail, received by the vendor or home improvement contractor until the latest of the following: (1) the date of completion of the home warranty dispute resolution process under section 327A.051; or (2) 180 days. (c) Upon completion of repairs as described in an offer to repair, the vendor must provide the vendee with a list of the repairs made and a notice that the vendee may have a right to pursue a warranty claim under this chapter. Provision of this statement is not an admission of liability. Compliance with this subdivision does not affect any rights of the vendee under this chapter.

Subd. 5. Right to repair; agreement. (a) Within 15 days of completion of the inspection required by subdivision 4, the vendor or home improvement contractor must provide to the vendee or owner a written offer to repair. The offer to repair must include, at a minimum: (1) the scope of the proposed repair work; and (2) the proposed date on which the repair work would begin and the estimated date of completion. (b)

This subdivision does not prevent the vendee or owner from obtaining the information in paragraph (a) from another contractor or from negotiating with the vendor or home improvement contractor for a different scope of work. (c) If the parties agree to a scope of work, the vendor or home improvement contractor

must perform the repair work in accordance with the offer to repair. If the parties do not agree to a scope of work, the vendee or owner must submit the matter to the homeowner warranty dispute resolution process under section 327A.051. (d) Upon completion of repairs described in an offer to repair, the vendor or home improvement contractor must provide the vendee or owner with a written notice that the scope of the work agreed upon has been completed.

Subd. 6. Failure to perform inspection or repair. If the vendor or home improvement contractor fails to perform an inspection under subdivision 4 or fails to make an offer to repair or perform agreed upon repairs under subdivision 5, the vendee or owner may commence an action.

Subd. 7. Processes required before commencement of action. Except as provided in subdivision 6, a cause of action for which the statute of limitations or statute of repose is tolled under subdivision 4, paragraph (b), must not be commenced in district court until the earlier of: (1) the completion of the home warranty dispute resolution process under section 327A.051; or (2) 60 days after the written offer of repair is provided to the vendee or owner.

327A.03 Exclusions.

The liability of the vendor or the home improvement contractor under sections 327A.01 to 327A.07 is limited to the specific items set forth in sections 327A.01 to 327A.07 and does not extend to the following: (a) loss or damage not reported by the vendee or the owner to the vendor or the home improvement contractor in writing within six months after the vendee or the owner discovers or should have discovered the loss or damage; unless the vendee or owner establishes that the vendor or home improvement contractor had actual notice of the loss or damage; (b) loss or damage caused by defects in design, installation, or materials which the vendee or the owner supplied, installed, or directed to be installed; (c) secondary loss or damage such as personal injury or property damage; (d) loss or damage from normal wear and tear; (e) loss or damage from normal shrinkage caused by drying of the dwelling or the home improvement within tolerances of building standards; (f) loss or damage from dampness and condensation due to insufficient ventilation after occupancy; (g) loss or damage from negligence, improper maintenance or alteration of the dwelling or the home improvement by parties other than the vendor or the home improvement contractor; (h) loss or damage from changes in grading of the ground around the dwelling or the home improvement by parties other than the vendor or the home improvement contractor; (i) landscaping or insect loss or damage; (j) loss or damage from failure to maintain the dwelling or the home improvement in good repair; (k) loss or damage which the vendee or the owner, whenever feasible, has not taken timely action to minimize; (l) loss or damage which occurs after the dwelling or the home improvement is no longer used primarily as a residence; (m) accidental loss or damage usually described as acts of God, including, but not limited to: fire, explosion, smoke, water escape, windstorm, hail or lightning, falling trees, aircraft and vehicles, flood, and earthquake, except when the loss or damage is caused by failure to comply with building standards; (n) loss or damage from soil movement which is compensated by legislation or covered by insurance; (o) loss or damage due to soil conditions where construction is done upon lands owned by the vendee or the owner and obtained by the vendee or owner from a source independent of the vendor or the home improvement contractor; (p) in the case of home improvement work, loss or damage due to defects in the existing structure and systems not caused by the home improvement.

327A.04 Waiver and Modification Limited.

Subd 1. Waiver. Except as provided in subdivisions 2 and 3, the provisions of sections 327A.01 to 327A.08 cannot be waived or modified by contract or otherwise. Any agreement which purports to waive or modify the provisions of sections 327A.01 to 327A.08, except as provided in subdivisions 2 and 3 of this section, shall be void.

Subd. 2. Modification. At any time after a contract for the sale of a dwelling is entered into by and between a vendor and a vendee or a contract for home improvement work is entered into by and between a home improvement contractor and an owner, any of the warranties provided for in section 327A.02 may be excluded or modified only by a written instrument, printed in boldface type of a minimum size of ten points, which is signed by the vendee or the owner and which sets forth in detail the warranty involved, the consent of the vendee or the owner, and the terms of the new agreement contained in the writing. No exclusion or modification shall be effective unless the vendor or the home improvement contractor provides substitute express warranties offering substantially the same protections to the vendee or the owner as the statutory warranties set forth in section 327A.02. Any modification or exclusion agreed to by vendee and vendor or the owner and home improvement contractor pursuant to this subdivision shall not require the approval of the commissioner of labor and industry pursuant to section 327A.07.

Subd. 3. Exception. If a major construction defect is discovered prior to the sale of a dwelling, the warranty set forth in section 327A.02, subdivision 1, clause (c) may be waived for the defect identified in the waiver instrument, after full oral disclosure of the specific defect, by an instrument which sets forth in detail: the specific defect; the difference between the value of the dwelling without the defect and the value of the dwelling with the defect, as determined and attested to by an independent appraiser, contractor, insurance adjuster, engineer or any other similarly knowledgeable person selected by the vendee; the price reduction; the date the construction was completed; the legal description of the dwelling; the consent of the vendee to the waiver; and the signatures of the vendee, the vendor, and two witnesses. A single waiver agreed to pursuant to this subdivision may not apply to more than one major construction defect in a dwelling. The waiver shall not be effective unless recorded with the county recorder or registrar of titles who shall file the waiver for record.

327A.05 Remedies.

Subd 1. New home warranties. Upon breach of any warranty imposed by section 327A.02, subdivision 1, the vendee shall have a cause of action against the vendor for damages arising out of the breach, or for specific performance. Damages shall be limited to: (a) the amount necessary to remedy the defect or breach; or (b) the difference between the value of the dwelling without the defect and the value of the dwelling with the defect. Subd. 2. Home improvement warranty. Upon breach of any warranty imposed by section 327A.02, subdivision 3, the owner shall have a cause of action against the home improvement contractor for damages arising out of the breach, or for specific performance. Damages shall be limited to the amount necessary to remedy the defect or breach.

327A.051 Home Warranty Dispute Resolution.

Subd 1. Panel of neutrals. (a) The commissioner of labor and industry shall maintain a list of persons who consent to serve as qualified neutrals for purposes of this section. The commissioner shall establish application requirements and qualifications for qualified neutrals, taking into consideration the education, experience, and training of the applicant, potential conflicts of interest, and that the purpose of the process is to assist parties in determining an agreeable scope of repair or other resolution of their dispute. (b) As a condition of being included on the panel of neutrals identified in this section, the commissioner of labor and industry may charge each qualified neutral a fee of \$200 per year for the administration of the home warranty dispute resolution process.

Subd. 2. Dispute resolution process. (a) The home warranty dispute resolution process required by this section is commenced by written application to the commissioner. A request must include the complete current address and full name of the contact person for each participating party. (b) Within ten days of receiving a written request, the commissioner shall provide each party with a written list of three qualified neutrals randomly selected from the panel of neutrals

established under subdivision 1. The commissioner shall also provide contact information for each qualified neutral. (c) Within five business days of receipt of the list from the commissioner, the parties shall mutually select one of the three qualified neutrals identified by the commissioner to serve as the qualified neutral for their dispute. If the parties cannot mutually agree on a neutral, the vendor or home improvement contractor shall strike one of the neutrals from the list, the vendee or owner shall subsequently strike one of the remaining neutrals from the list, and the remaining neutral shall serve as the qualified neutral for the dispute resolution process. The parties shall notify the selected qualified neutral and the commissioner of the selection.

Subd. 3. Neutral evaluation; fee. (a) The qualified neutral selected by the parties shall convene, and each party shall attend, an in-person conference of the parties. The qualified neutral shall select the date for the conference after consulting the parties. The conference must occur no later than 30 days after the neutral's selection, except by mutual agreement of the parties. In addition, the neutral shall collect from each party an administrative fee of \$25 and shall submit those fees to the commissioner no later than ten days after the completion of the conference. (b) At least seven days before the conference, each party must provide the qualified neutral and the other party with all information and documentation necessary to understanding the dispute, or the alleged loss or damages. (c) After reviewing the information and documentation provided by the parties and after consulting with the parties at the conference, the neutral shall issue to the parties a nonbinding, written determination, which must include, to the extent possible, findings and recommendations on the scope and amount of repairs necessary, if any.

The qualified neutral shall mail the determination to each party within ten days after the conference. (d) The parties shall share the expense of the qualified neutral's billed time equally, unless otherwise agreed. The neutral's billed time for evaluation of documents, meeting with the parties, and issuing a written determination must not exceed six hours, unless agreed to in writing by both parties. The neutral must identify the neutral's hourly rate to the parties.

Subd. 4. Alternative process. If both parties agree, the parties may designate an alternative dispute resolution process in lieu of participating in the home warranty dispute resolution process established by this section. If the parties agree to an alternative dispute resolution process, they shall provide written notice of the agreement and a description of the selected process to the commissioner as soon as practicable, but no later than the date the parties are required to select a neutral under subdivision 2.

Subd. 5. Effect on future proceedings. (a) The written determination issued by the qualified neutral and all communications relating to the home warranty dispute resolution process, except those between any party and the commissioner, are deemed confidential settlement communications pursuant to Rule 408 of the Minnesota Rules of Evidence. (b) No party may use the written offer of repair provided by a vendor or home improvement contractor, a counteroffer to repair, or a written determination issued by the qualified neutral as evidence of liability in subsequent litigation between the parties. The qualified neutral may not be called to testify regarding the dispute resolution proceedings. (c) Any amount paid by a party for the services of a qualified neutral under this section is deemed a taxable cost of the prevailing party in a subsequent litigation involving the same subject matter.

Subd. 6. Noncompliance with timelines; effect. Failure to strictly comply with the timelines in this section shall not be grounds for dismissal of any claim brought under section 327A.05, provided that the parties establish good faith effort in complying with this section.

327A.06 Other Warranties. The warranties provided for in section 327A.02 shall be in addition to all other warranties imposed by law or agreement. The remedies provided in section 327A.05 shall not be construed as limiting the remedies in any action not predicated upon breach of the statutory warranties imposed by section 327A.02.

327A.07 Variations. The commissioner of labor and industry may approve pursuant to sections 14.05 to 14.28, variations from the provisions of sections 327A.02 and 327A.03 if the warranty program of the vendor or the home improvement contractor requesting the variation offers at least substantially the same protections to the vendee or owner as provided by the warranties set forth in section 327A.02.

327A.08 Limitations. Notwithstanding any other provision of sections 327A.01 to 327A.08: (a) the terms of the home improvement warranties required by sections 327A.01 to 327A.08 commence upon completion of the home improvement and the term shall not be required to be renewed or extended if the home improvement contractor performs additional improvements required by warranty; (b) the home improvement warranties required by sections 327A.01 to 327A.08 shall not include products or materials installed that are already covered by implied or written warranty; and (c) the warranties required by sections 327A.01 to 327A.08 must be set forth as written warranty instruments and must be included as part of the construction contract. The warranties and the exclusions under section 327A.03, the right to inspect and offer to repair under section 327A.02, subdivisions 4 and 5, and the home warranty dispute resolution process under section 327A.051 must be conveyed in writing to the owner. Failure to comply with this paragraph is a violation of section 326B.84. (d) If the warranties required by sections 327A.01 to 327A.08 are not provided to the owner in writing as required by paragraph (c), they are implied statutory warranties that have the same effect as if the vendor or home improvement contractor had complied with paragraph (c). (e) The owner's right under this section to receive the written warranty required under this section may not be waived or modified by contract or otherwise. Any agreement that purports to waive or modify the right to the written warranty required under this section is void. (f) This section does not limit the ability of the vendor or home improvement contractor and the owner to enter into the agreements permitted under section 327A.04, subdivisions 2 and 3.



Doc No **A04808441**

Certified, filed and/or recorded on
Apr 28, 2020 9:37 AM

Office of the County Recorder
Ramsey County, Minnesota
Tara J Bach, County Recorder
Christopher A. Samuel, County Auditor and Treasurer

Deputy 303

Pkg ID 1356419M

Document Recording Fee Abstract	\$46.00
Document Total	\$46.00

This cover sheet is now a permanent part of the recorded document.

(Top 3 inches reserved for recording data)

MECHANIC'S LIEN STATEMENT
by Business Entity
Minn. Stat. 514.08, subd. 2

Minnesota Uniform Conveyancing Blanks
Form 40.1.2 (2011)

State of Minnesota, County of Ramsey

DATE: 04/23/2020
(month/day/year)

The undersigned hereby gives notice to the public and states as follows:

1. I am acting at the instance of the Claimant, Viking Aluminum, Inc. dba Viking Exteriors, a S-Corporation
under the laws of the State of Minnesota as its owner
and have knowledge of the facts stated herein.

2. The Claimant hereby gives notice of intention to claim and hold a lien upon the real property in Ramsey
County, Minnesota, legally described as follows (the "Property"):
Torrens/Abstract : Abstract
Lot:16
Block:14
The West St. Paul Real Estate and Improvement Syndicate Addition No.1

Check here if all or part of the described real property is Registered (Torrens)

3. The name and mailing address (and license number, if applicable) of the Claimant are as follows:
Viking Aluminum, Inc. dba Viking Exteriors
901 Concord St. N.
South St. Paul, MN 55075
BC003773

4. The amount of the lien claimed is Twelve Thousand Nine Hundred Twenty Nine dollars and Thirty Five Cents
Dollars (\$ 12,929.35) and is due and owing to the Claimant for labor performed or skill, material, or
machinery furnished to the Property (the "Work").

5. The Claimant performed or furnished the following: (insert description of Work)
Installed 5 prime windows, new water heater install and nail holes in trim, costs of materials, labor and permits to date.

1-2

Exhibit B

Minnesota Uniform Conveyancing Blanks Form 40.1.2

Page 2 of 2

6. The Work was performed or furnished from 9/29/2019 to 1/2/2020
(insert first date of Work) (insert last date of Work)

for or to the following person(s): (insert name of person authorizing Work)
Salina Arney

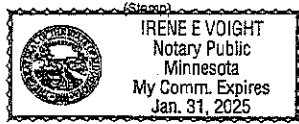
7. The name of the present owner of the Property (the "Owner"), according to the best information Claimant now has, is:
Salina Arney (mailing address: 283 E. Curtice St., St. Paul, MN 55107)

8. The Claimant acknowledges that a copy of this statement must be served personally or by certified mail on the Owner, the authorized agent of the Owner, or the person who authorized the Work within one hundred twenty (120) days of doing the last Work.

9. Notice as required by Minn. Stat. 514.011, subd. 2, if any, was given.

Sheila Goldberg
(signature)

Signed and sworn to before me on April 23, 2020 by _____
(month/day/year)
Sheila Goldberg
(insert name of person making statement)



Irene Voight
(signature of notarial officer)
Title (and Rank): Notary Public
My commission expires: 01/31/2025
(month/day/year)

THIS INSTRUMENT WAS DRAFTED BY:
(insert name and address)

Sheila Marie Goldberg
233 Sidney St W
St. Paul MN 55107

State of Minnesota
Ramsey County

District Court
Second Judicial District

Court File Number: **62-CV-21-37**

Case Type: Mechanics Lien

FILE COPY

**Notice of Case Filing and
Assignment**

Viking Aluminum Inc. vs Salina Amey, MidFirst Bank, Minnesota Housing Finance Agency, Housing and Redevelopment Authority of the City of Saint Paul, Minnesota, Secretary of Housing and Urban Development

Date Case Filed: **January 04, 2021**

Court file number **62-CV-21-37** has been assigned to this matter. All future correspondence must include this file number, the attorney identification number, and must otherwise conform to format requirements or they **WILL BE RETURNED**. Correspondence and communication on this matter should be directed to the following court address:

**Ramsey County Court Administration
15 West Kellogg Boulevard Room 170
St Paul MN 55102**

Assigned to: **Judge Laura Nelson**

If ADR applies, a list of neutrals is available at www.mncourts.gov (go to Alternative Dispute Resolution) or at any court facility. Please direct all scheduling inquiries on this matter to Assignment at 651-266-8309.

Dated: January 7, 2021

Michael F. Upton
Court Administrator
Ramsey County District Court

cc: Salina Amey
MidFirst Bank
Minnesota Housing Finance Agency
Housing and Redevelopment Authority of the City of Saint Paul, Minnesota
Secretary of Housing and Urban Development
COURTNEY JEAN ERNSTON



Doc No **A04857002**

Certified, filed and/or recorded on
Jan 13, 2021 12:26 PM

Office of the County Recorder
Ramsey County, Minnesota
Todd J. Uecker, County Recorder
Christopher A. Samuel, County Auditor and Treasurer

Deputy 310

Pkg ID 1415355E

Document Recording Fee Abstract	\$46.00
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Document Total	\$46.00
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Salina Amey

August 28, 2021

St Paul City legislative Hearing
Court File #

Condemnation Hearing / Order to
vacate

Hearing Date Scheduled

for Sept. 7, 2021

St Paul City Council

Lead Dust Report by

Midwest Environmental

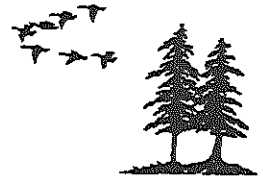
Consulting to evaluate

lead contamination due

to uncontained window
removal & install by Vikings

Aluminum Inc.

Dated 12-16-2021.



December 16, 2019

Amey Salina
283 Curtice Street East
St. Paul MN 55107-3105

RE: Lead Dust Evaluation at Single Family Residential Property Located at 283
Curtice Street East, St. Paul, Minnesota

Dear Amey Salina:

Midwest Environmental Consulting, L.L.C. (MEC) was pleased to have an opportunity to be of assistance to you during the lead dust evaluation of the single family property located at 283 Curtice Street East, St. Paul, Minnesota December 7, 2019.

The purpose of MEC's services was to determine if lead-dust levels were low enough to meet the clearance dust wipe levels as required in the Housing and Urban Development (HUD) Standards 24 CFR part 35 etal. (35.1340 Clearance and 35.1320 Dust Levels), and Minnesota Department of Health Rules 4761.2670 following cleaning and paint stabilization within the property following a Section 8 inspection.

All field work for this site visit was conducted by Greg Myers, Environmental Services Director with MEC and Minnesota-licensed lead risk assessor (MN LR #284). Please refer to Appendix A for MEC qualifications.

SITE DESCRIPTION

The residential property located at 283 Curtice Street East, St. Paul, Minnesota, Minnesota is a one and a half story wood framed structure on a concrete basement and foundation constructed in approximately 1925. The evaluation was requested due to concerns of the homeowner with regard to inadequate installation of new window systems. The interior walls & ceilings are primarily plaster. The floors are primarily hardwood. The millwork is primarily original vintage on the inside. There have been previous renovations, including: low maintenance siding, soffits and fascia; cladding on exterior trim; and new metal clad entry doors with anodized metal storm doors. The front has a brick façade. Windows had been replaced prior to this renovation with sash pack replacements. The new scope of work was to replace the windows with new vinyl inserts into the existing jambs. The project is part of a low interest loan program. Currently five (5) windows had been installed.

METHODOLOGY

A visual inspection of the property located at 283 Curtice Street East, St. Paul, Minnesota, was conducted on December 7, 2019 following window replacement at the complex. The purpose of the assessment was to evaluate the condition of surfaces and determine if the work had been completed and to determine if lead dust hazards are present above the action level as defined by the Environmental Protection Agency (EPA), the Housing and Urban Development (HUD) Agency, and the Minnesota Department of Health (MDH). The owner was concerned that windows had not been installed correctly which would invalidate the warranty. Several windows would not lock because the windows appeared to have installed not level. The following conditions were observed by MEC on December 7, 2019:

- Bedroom 1, Side A window will not lock. There is approximately 1/8" difference between the left and right sides.
- Bedroom 1, Side B window locks, but with difficulty. There is approximately 1/8" difference in level of the sash from left to right
- Kitchen window will not lock. There is approximately a 3/16" difference from left to right
- Bedroom 2, Side B window will not lock. There is approximately a 3/16" difference from left to right. There is a large paint chip on the walk-way under the window
- Bedroom 2, Side C window locks with difficulty.

Dust samples were randomly selected from the complex. Samples were collected following sampling protocol outlined in Appendix 13.1 of the 1995 HUD *Guidelines* for wipe sampling as settled lead-contaminated dust and the American Society of Testing and Materials (ASTM) ES 3094.

Lead samples were collected and delivered to EMSL Laboratory, Minneapolis, Minnesota, (ELLAP 163162) where they were prepared and analyzed using current appropriate protocols for lead. Laboratory results for environmental samples may be found in Appendix B.

MEC submitted blind field blanks with each set of samples submitted to the laboratory, in accordance with the Housing and Urban Development (HUD) "Guidelines for the Evaluation of Lead-Based Paint Hazards in Housing." The field blanks submitted were labeled as all other samples, so they would not be specifically identifiable to the laboratory. The purpose of the field blanks to evaluate the handling of the samples by the inspector and the laboratory personnel, to evaluate the potential of cross contamination of the sample media during handling and shipping. The field blanks submitted were all less than the detectable limit, and the results of the other samples are not influenced by potential cross-contamination.

systems not tested.

On the day of the site evaluation, visible paint chips were observed on the B side of the property. There was dust in the kitchen under the window, however, it must be noted that the contractor has not been at the property for approximately a month. Bare soil was not observed around the house.

Please add these records to your file for the property.

A copy of this clearance assessment summary must be provided to purchasers or lessees (tenants) of this property under Federal Law (24 CFR Part 35 and 40 CFR part 745) before they become obligated under a lease or sales contract.

The complete report must also be provided to new purchasers and it must be made available to new tenants. Landlords (lessors) and sellers are also required to distribute an educational pamphlet approved by the U.S. Environmental Protection Agency and include standard warning language in their leases or sales contracts to ensure that parents have the information they need to protect their children from lead-based paint hazards.

MEC appreciates this opportunity to be of assistance to you and your organization. Please contact me if you have any questions relating to any aspect of this work.

Respectfully submitted,



Greg Myers
Environmental Services Director

The following are results for the areas sampled on the dates sampled.

**283 Curtice Street East
St. Paul, Minnesota**

Sample Number Date Collected	Location	Results	HUD Action Level	Pass Fail
2270/1219A -W1 12/7/19	Porch, Side C, under left window	74 µg/ft ²	40 µg/ft ²	F
2270/1219A-W2 12/7/19	Bedroom 1, Side A, floor under window	<10 µg/ft ²	40 µg/ft ²	P
2270/1219A-W3 12/7/19	Bedroom 1, Side B, window trough	<40 µg/ft ²	400 µg/ft ²	P
2270/1219A-W4 12/7/19	Bedroom 2 (Office), Side C, floor	<10 µg/ft ²	40 µg/ft ²	P
2270/1219A-W5 12/7/19	Bedroom 2 (Office), Side C, window stool	<40 µg/ft ²	250 µg/ft ²	P
2270/1219A-W6 12/7/19	Kitchen, Side C, floor under window	14 µg/ft ²	40 µg/ft ²	P
2270/1219A-W7 12/7/19	Kitchen, Side C, window trough	<40 µg/ft ²	400 µg/ft ²	P
2270/1219A-W8 12/7/19	Living Room, Side D, floor adj. entry door	<10 µg/ft ²	40 µg/ft ²	P
2270/1219A-W9 12/7/19	Blind Field Blank	<10 µg/ft ²	-----	-----

µg/ft² = micrograms per square foot

According to the Ramsey County Public Health Department, window installation was to be performed by a licensed Lead Abatement Contractor with licensed Lead Abatement Supervisors and Workers. MEC could not confirm if the individuals performing the work were qualified. Ms. Salina related that containments were not used even though the lead inspection report identified lead-based paint on window systems. Based on the age of the property, it should also be assumed that cladded surfaces of the original structure would likely contain lead if it was not accessible during the survey.

The sampling results for dust wipe samples collected on December 7, 2019 show that the results are above the defined actions levels on the porch floor under the windows. These areas will need to be re-cleaned and re-tested as well as other floor and window



EMSL Analytical, Inc.

3410 Winnetka Avenue North, New Hope, MN 55427
Phone/Fax: (763) 449-4922 / (763) 449-4924
<http://www.EMSL.com> minneapolislab@emsl.com

EMSL Order: 351911580
CustomerID: MIDW56
CustomerPO:
ProjectID:


Attn: **Greg Myers**
Midwest Environmental Consulting, L.L.C.
125 Railroad Ave SW
Mora, MN 55051

Phone: (763) 691-0111
Fax: (763) 691-0145
Received: 12/09/19 8:00 AM
Collected: 12/7/2019

Project: 2270/1219A 283 Curtice St E. St. Paul MN

Test Report: Lead in Dust by Flame AAS (SW 846 3050B/7000B)*

Client Sample Description	Collected	Analyzed	Area Sampled	RDL	Lead Concentration
2270/1219A-W1 351911580-0001	12/7/2019	12/9/2019	1 ft ² Site: Porch, Side Under Window left	10 µg/ft ²	74 µg/ft ²
2270/1219A-W2 351911580-0002	12/7/2019	12/9/2019	1 ft ² Site: Bedroom 1 Side A, Floor under window	10 µg/ft ²	<10 µg/ft ²
2270/1219A-W3 351911580-0003	12/7/2019	12/9/2019	36 in ² Site: Bedroom 1, side B Trough	40 µg/ft ²	<40 µg/ft ²
2270/1219A-W4 351911580-0004	12/7/2019	12/9/2019	1 ft ² Site: Bed Rm2 / Office Side C Floor	10 µg/ft ²	<10 µg/ft ²
2270/1219A-W5 351911580-0005	12/7/2019	12/9/2019	36 in ² Site: Bed Rm 2, Side C Stool	40 µg/ft ²	<40 µg/ft ²
2270/1219A-W6 351911580-0006	12/7/2019	12/9/2019	1 ft ² Site: Kitchen Side C, Floor	10 µg/ft ²	14 µg/ft ²
2270/1219A-W7 351911580-0007	12/7/2019	12/9/2019	36 in ² Site: Kitchen, Side C, Trough	40 µg/ft ²	<40 µg/ft ²
2270/1219A-W8 351911580-0008	12/7/2019	12/9/2019	1 ft ² Site: Living Rm Side d, Floor entry door	10 µg/ft ²	<10 µg/ft ²
2270/1219A-W9 351911580-0009	12/7/2019	12/9/2019	1 ft ² Site: Bed Rm 4, side D, Floor under window	10 µg/ft ²	<10 µg/ft ²


Rachel Travis, Laboratory Manager
or other approved signatory

*Analysis following Lead in Dust by EMSL SOP/ Determination of Environmental Lead by FLAA. Reporting limit is 10 µg/wipe. µg/wipe = µg/ft² x area sampled in ft². Unless noted, results in this report are not blank corrected. This report relates only to the samples reported above and may not be reproduced, except in full, without written approval by EMSL. EMSL bears no responsibility for sample collection activities (such as volume sampled) or analytical method limitations. Samples received in good condition unless otherwise noted. The lab is not responsible for data reported in µg/ft² which is dependent on the area provided by non-lab personnel. The test results contained within this report meet the requirements of NELAC unless otherwise noted. "<" (less than) results signifies that the analyte was not detected at or above the reporting limit. Measurement of uncertainty is available upon request. The QC data associated with the sample results included in this report meet the recovery and precision requirements unless specifically indicated otherwise. Definitions of modifications are available upon request.
Samples analyzed by EMSL Analytical, Inc. New Hope, MN AIHA-LAP, LLC-ELLAP Accredited #101103

Report Amended: 12/16/2019 12:04:25 Replaces the Initial Report 12/09/2019 10:54:35. Reason Code: Client-Change to Appearance

APPENDIX A
INSPECTOR CREDENTIALS

MINNESOTA DEPARTMENT OF HEALTH

has authorized

MIDWEST ENVIRONMENTAL CONSULTING, LLC
125 RAILROAD AVE SW
MORA, MINNESOTA 55051

In accordance with Minnesota Statutes, section 144.9505 and Minnesota Rules, part 4761.2200, to practice in the State of Minnesota as a

CERTIFIED LEAD FIRM

LICENSE NO: LF551
EXPIRES: 05/10/2020

THIS CERTIFICATE IS NONTRANSFERABLE

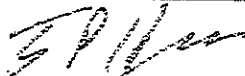


DEPARTMENT
OF HEALTH

A handwritten signature in black ink, appearing to read 'T P Hogan'.

Thomas P. Hogan, Director
Environmental Health Division




Director, Env. Health Div.

m⁺ LEAD
DEPARTMENT OF HEALTH Risk Assessor

Licensed by:
State of Minnesota
Department of Health
License No. LR284
Expires 08/19/2020

Greg A Myers
19667 Salmonson River Rd
Mora, MN 55051

Greg Myers

has completed the Minnesota-Approved Lead Training course entitled:

Lead Risk Assessor Refresher Training

August 19, 2019

given by

Midwest Environmental Consulting, L.L.C.

125 Railroad Avenue SW, Mora MN 55051

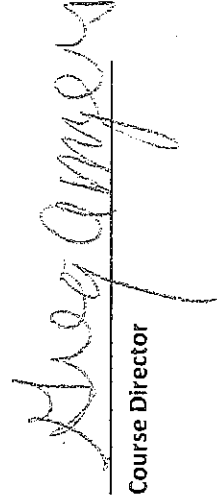
Phone: 763-691-0111/320-679-4054

SUCCESSFULLY PASSED THE EXAMINATION ON August 19, 2019, IN Coon Rapids, MINNESOTA

DIPLOMA/CERTIFICATE NUMBER: MEC/LRAR 1433

Expiration Date: August 19, 2020

MDH Permit Number: RAR-006


Course Director

Approved by the State of Minnesota under *Minnesota Rules*, parts 4761.2000 to 4761.2700



RA-0940

Lead Risk Assessor Independent Examination

121 East Seventh Place, Suite 220 • St. Paul • Minnesota 55101 • (651) 215-0700

This certifies that

Greg Myers

has successfully passed the required independent examination for:

Lead Risk Assessor

October 25, 1999

St. Paul, Minnesota

This certificate is nontransferable.

A handwritten signature in cursive script, reading "Patricia A. Blaugher", is located in the bottom right area of the certificate.

Director, Division of Environmental Health

Jan K. Malcolm, Commissioner

NIPTON corporation

Certificate of Achievement

This is to certify that

GREG MYERS

has successfully completed the Manufacturer's Training Course
for the NIPTON XL Spectrum Analyzer

The two-day course covered radiation safety and monitoring,
L is-very measurement technology, and
machine maintenance of the XL Lead-in-Point Detector

94855

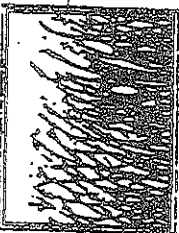
Certificate Number

June 15-16, 1995

Course Date

Director of Training

President of CEO - NIPTON



Midwest Center for Occupational Health & Safety

Program in Continuing Education - Occupational Health

610 Jackson Street
St. Paul, MN 55101
(612) 221-3992
LR-08

This certifies that

Greg Myers

successfully completed this continuing education course offered by Midwest Center for Occupational Health & Safety.

Lead Risk Assessment

April 24 - 25, 1997

SUCCESSFULLY PASSED THE EXAMINATION ON APRIL 25, 1997 IN ST. PAUL, MN.

- 2.0 Maintenance of certification points from the American Board of Industrial Hygiene.
- Designed to meet the requirements of the Minnesota Board of Nursing for 19.2 CEU (contact hours).
- This course offers 1.6 Continuing Education Units (CEUs) from the Midwest Center for Occupational Health and Safety.

1.00 CEU Sponsored Professional Developer Credit
 1.00 CEU Approved for Environmental Health Safety
 1.00 CEU Approved for Lead Assessor Credit
 1.00 CEU Approved for Safety & Health

James J. Gino
 Course Director

Please see certificate for your records

THIS CERTIFIES THAT

Greg Myers

has completed the EPA Sponsored Lead Training course entitled
Lead Inspector Training

February 2, 1994 to February 4, 1994
given by the

**Midwest Center for
Occupational Health & Safety**

Program in Continuing Education
An EPA Regional Lead Training Center



Successfully passed the examination on February 4, 1994 in St Paul, MN

• Designed to meet the requirements of the MN Board of Nursing for 25 contact hours

• 3.5 Multiples of certification points from the American Board of Industrial Hygiene

• Attendee has been granted for 12 contact hours for continuing education by the MN Board of Nursing as an Environmental Health Specialist/Lead Inspector

• This course offers 2.4 Continuing Education Units (CEUs) from the Midwest Center for Occupational Health and Safety

LI-199

Midwest Center for Occupational Health and Safety

[Handwritten signature]

APPENDIX B

**LABORATORY ANALYSIS
CHAIN-OF-CUSTODY**



Midwest Environmental Consulting, L.L.C.
 125 Railroad Avenue SW • Mora, MN 55051
 763-691-0111 / 320-679-4054
 Fax: 763-691-0145 / 320-679-4442

CHAIN OF CUSTODY

Project Number: 2270/1219A
 Client: 283 Curvise St. E. St. Paul MN
 Project: 283 Curvise St. E. St. Paul MN
 Phone/Fax: _____

11580

Client Address: _____
 Contact: Greg Myers

Sample ID	Sample Description	Collection Date/Time	Matrix (Vol./Area)	Analysis Requested
2270/1219A-w1	Porcn, Side C under window level	12/07/19 9:00 am	1 ft ²	As req / ft ²
w2	Bedroom, Side A Floor window		1 ft ²	
w3	Bed room, Side B ^{Trailing} window		2" x 16"	
w4	Bed room, office side C Floor window		1 ft ²	
w5	Bed room, side C Floor window		2" x 16"	
w6	Kitchen, side C Floor window		1 ft ²	
w7	Kitchen, side C Floor window		2" x 16"	
w8	Living Room, side A Floor window		1 ft ²	
w9	Bed room, side A Floor window	10:15a	1 ft ²	

Sampled by: Greg Myers Date: 12/07/19 Time: 9:00 am Delivered by: Greg Myers Date: 12/17/19 Time: 11:00 am
 Received by: [Signature] Date: 12/9/19 Time: 8:00 Delivered by: _____ Date: _____ Time: _____
 Received by Lab: _____ Date: _____ Time: _____
 Notes: Disposition of Samples: Only ASTM
Required Field Blanks included
Please analyze @ 2 day turnaround
wiped used

DB

Salma Auney

August 28, 2021

St Paul City Legislative Hearing
Court File #

Condemnation Hearing / Order to
vacate

Hearing Date Scheduled
for Sept. 7, 2021

St Paul City Council

U.S. EPA, Region 5

Complaint for Violation of

U.S. EPA Lead Laws by

Viking Aluminum Inc.

Dated 2-19-2020

Page 1 of 2



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION 5
77 WEST JACKSON BOULEVARD
CHICAGO, ILLINOIS 60604

2/19/2020

VIA ELECTRONIC MAIL

Ms. Salina Amey
283 Curtice St, E
St. Paul, MN 55107
Salina_Amey@hotmail.com

Re: Lead Questionnaire Regarding Alleged Violations of the RRP Rule.

Dear Ms. Amey:

The U.S. Environmental Protection Agency, Region 5 (EPA) is providing you with the following list of interview questions in regard to a renovation that occurred at your residence. The enclosed list of interview questions is known as a "Lead Questionnaire" and helps EPA make a preliminary determination on the contractor's compliance with the Lead Renovation, Repair and Painting Rule (RRP Rule) that was developed under the Toxic Substance Control Act for renovations performed for compensation in residential housing built prior to 1978 (target housing) and child-occupied facilities.

Please understand that your response to these questions is completely voluntary. You may respond to the Lead Questionnaire by writing your answers in the space provided after each question. If you need additional space, please attach a blank sheet of paper and indicate the question number to which you are responding. Your written and signed Lead Questionnaire response should be returned to the following mailing address:

Emma Avant
Pesticides and Toxics Compliance Section
U.S. EPA Region 5 (ECP-17J)
77 West Jackson Boulevard
Chicago, Illinois 60604

You may also respond to the Lead Questionnaire by typing your answers in the space provided after each question within the same word processing file it was sent to you in. All responsive documents you provide should be in Portable Document Format (PDF) or similar format. Your completed and signed Lead Questionnaire response should be returned to the following electronic mailing address:

Avant.emma@epa.gov

If you have any questions, please do not hesitate to contact me by telephone at (312) 886-7899 or email me at avant.emma@epa.gov. Thank you for your cooperation in this matter.

Sincerely,

Emma Avant
Pesticides and Toxics Compliance Section

Enclosure

Viking Exteriors/ Salina Amey

Avant, Emma <avant.emma@epa.gov>

Wed 2/19/2020 10:09 AM

To: salina_amey@hotmail.com <salina_amey@hotmail.com>

 1 attachments (34 KB)

Viking Exteriors RRP Questionnaire (2).docx;

Ms. Amey,

Thank you for responding back to me so quickly. As I stated in the voicemail message, attached is a questionnaire regarding the painting incident at your house which was performed by Viking Exteriors. Please complete the questionnaire, and attach any supporting documentation that you may have, such as a copy of your contract, records of communication with Wagoner and/or pictures. Please return the questionnaire and documentation within 30 days of receipt of this email message.

If you have any questions, please feel free to contact me.

*Sincerely,**Emma Avant*

Enforcement and Compliance Assurance Division

Pesticides & Toxics Compliance Section

U.S. EPA - Region 5

77 W. Jackson Blvd, ECP-17J

Chicago, Illinois 60604

Ph: (312) 886-7899

Email: avant.emma@epa.govFor information on EPA's Lead-Safe Certification Program, go to: www.epa.gov/getleadsafe**Link to report a potential EPA violation:**<https://echo.epa.gov/report-environmental-violations>**Frequent Questions about EPA's RRP Rule:** <https://toxics.zendesk.com/hc/en-us/sections/202407547-Renovation-Repair-and-Painting-Rule>

**LEAD QUESTIONNAIRE REGARDING ALLEGED VIOLATIONS OF THE
RENOVATION, REPAIR AND PAINTING RULE**

Please answer questions 1 through 10 for interior and exterior renovations. For interior renovations only, please also answer questions 11 through 26 and 43. For exterior renovations only, please also answer questions 27 through 43. If the renovation included interior and exterior work, please answer all questions in this questionnaire:

1. When did you move into the residential property at 283 Curtice St, E, St. Paul, MN 55107?
1997
2. How old is the property identified in question #1?
95 years old (Built 1925)
3. How did you determine the age of the property identified in question #1? Please provide a copy of any documents which give the construction date or age of this property.
Deed Packet. Copies Enclosed,
4. Is the property identified in question #1 a house or apartment building?
House
5. Did you have children living with you at the property identified in question #1? If so, please provide the ages of the children during the time work was being conducted at the property.
No. Just Myself
6. Were any of the children tested for the presence of lead in their blood? If so, what were the results? Was the lead testing a finger prick test or a venous blood draw? Please provide a copy of the test report(s).
N.A.
7. Do you still live at the address identified in question #1?
Yes
8. If you do not presently live at the address identified in ques from that address and what is your present address?
N.A.

Emailed
Friday

3-6
2020

9. Has the property identified in question #1 undergone a renovation in which compensation was paid to a contractor/renovator?

Contractor was partially paid in advance for work on contract.

10. Do you have any reason to believe the contractor/renovator knew of the presence of lead-based paint at this property prior to your entering into the verbal or written rental agreement? Is so, please state the reason for this belief.

Yes. I discussed this in person and via emails. Also discussed with installers.

For Interior Renovations Conducted at the Property Identified in Question #1

11. If an interior renovation was conducted by the contractor/renovator did he or she disturb more than 6 square feet of a painted surface? If so, please describe.

Yes. Five Double-Hung windows were removed, storms removed. New windows installed

12. Please give the approximate dates the renovation described in question #11 took place.

Tuesday Nov. 12th, 2019

13. Who conducted the interior work described in question #11? Please give the name of the contractor/company and the address and phone number of the contractor/company.

John Meyer, owner Viking Exteriors
901 N. Concord St., S. St. Paul, MN 55075
651-256-1061

14. Were you provided an EPA pamphlet titled Renovate Right: Important Lead Hazard Information for Families, Child Care Providers and Schools prior to commencement of interior work described in question # 11?

No

15. Did you receive any information about lead-based paint or lead-based paint hazards from the contractor that performed the interior work?

No. He knew there was a lead inspection by Ramsey County and that he was obligated to follow guidelines.

16. Were you provided an estimate/or contract for the interior work on company letterhead? If so, please provide a copy.

Yes.

17. Did the contractor/company provide you with documentation showing a certified renovator was assigned to the interior project? If so, please provide a copy of the documentation you were provided. What is the name of the certified renovator?

No. He sent Junior to do work.
Junior said he was certified.

18. Did the contractor/company provide you with documentation showing that the certified renovator provided on-the-job-training for workers used on the interior project?

No.

19. Did you observe the contractor post signs clearly defining the work area and warning occupants and other persons not involved in renovation activities to remain outside of the work area?

No. None of this happened.

20. Before the renovation began, did you observe the contractor isolate the work area so that no dust or debris leaves the work area while the renovation is being performed?

No. This did not happen.

21. For the interior work, did you observe the contractor remove all objects from the work area, including furniture, rugs, and window coverings, or cover them with plastic sheeting or other impermeable material with all seams and edges taped or otherwise sealed?

No. This did not happen.

22. For the interior work, did you observe the contractor cover the floor surface, including installed carpet, with taped-down plastic sheeting or other impermeable material in the work area 6 feet beyond the perimeter of surfaces undergoing renovation or a sufficient distance to contain the dust, whichever is greater?

No. This did not happen. My house was dusty after they left.

23. Did you observe the contractor use any prohibited practices such as: (1) open flame burning of painted surfaces; (2) operating a heat gun over 1,110 degrees Fahrenheit; (3) operating a high-speed power tool without a HEPA filter shroud, such as a sanding, grinding, needlepoint, etc.

No.

24. At the conclusion of each work day and at the conclusion of the renovation, did you observe waste that was collected from renovation activities to be stored under containment, in an enclosure, or behind a barrier that prevents release of dust and debris

Debris was left in yard and picked up later in work.

out of the work area and prevents access to dust and debris? In other words, please describe how you saw the debris handled.

old windows were piled against front chain link fence for three days, then removed,

25. Did the contractor/company clean the work area until no dust, debris or residue remained?

No. I had to clean up all the dust myself.

26. How did you pay for interior work (i.e. cash, credit, or by check)? Were you provided a receipt or do you have a canceled check? If so, please provide a copy.

I have a loan for most of the work,

For Exterior Work Conducted at the Property Identified in Question #1

27. If exterior work was conducted by the contractor did he/she disturb more than 20 square feet of a painted surface? If so, please describe.

Most of exterior trim had aluminum wrap. Not sure of square feet.

28. Please give the approximate dates the work described in question #27 took place.

Tuesday Nov. 12, 2019.

29. Who conducted the exterior work described in question #27? Please give the name of the contractor/company and the address and phone number of the contractor/company.

John Meyer, Viking Exteriors
901 Concord St. St Paul MN 55075
651-256-1061

30. Were you provided an EPA pamphlet titled Renovate Right: Important Lead Hazard Information for Families, Child Care Providers and Schools prior to commencement of exterior work described in question # 27?

No

31. Did you receive any information about lead-based paint or lead-based paint hazards from the contractor that performed the exterior work?

No

32. Were you provided an estimate/or contract for the exterior work on company letterhead? If so, please provide a copy.

Yes

33. Did the contractor/company provide you with documentation showing a certified renovator was assigned to the exterior project? If so, please provide a copy of the documentation you were provided. What is the name of the certified renovator?

No.

34. Did the contractor/company provide you with documentation showing that the certified renovator provided on-the-job-training for workers used on the exterior project?

No.

35. Did you observe the contractor post signs clearly defining the work area and warning occupants and other persons not involved in renovation activities to remain outside of the work area?

No. This did not happen.

36. Before the renovation began, did you observe the contractor isolate the work area so that no dust or debris leaves the work area while the renovation is being performed?

No.

37. For the exterior work, did you observe the contractor close all doors and windows within 20 feet of the renovation on the same floor as the renovation, and close all doors and windows on all floors below that are the same horizontal distance from the renovation?

It was cold out. Every thing was closed but window being worked on

38. For the exterior work, did you observe the contractor cover the ground with plastic sheeting or other disposable impermeable material extending 10 feet beyond the perimeter of surfaces undergoing renovation or a sufficient distance to collect falling paint debris, whichever is greater, unless the property line prevents 10 feet of such ground covering?

No. This did not happen.

39. Did you observe the contractor use any prohibited practices such as: (1) open flame burning of painted surfaces; (2) operating a heat gun over 1,110 degrees Fahrenheit; (3) operating a high-speed power tool without a HEPA filter shroud, such as a sanding, grinding, needlepoint, etc.

No.

40. At the conclusion of each work day and at the conclusion of the renovation, did you observe waste that was collected from renovation activities to be stored under

No. It was piled against fence for a few days, then removed.

containment, in an enclosure, or behind a barrier that prevents release of dust and debris out of the work area and prevents access to dust and debris? In other words, please describe how you saw the debris handled.

41. Did the contractor/company clean the work area until no dust, debris or residue remained? *No. I cleaned up.*
42. How did you pay for the exterior work (i.e. cash, credit, or by check)? Were you provided a receipt or do you have a canceled check? If so, please provide a copy.
Receipt on contract for prepay, rest was a loan.
43. Please provide any additional statements or documents which you believe are important to this matter.

To the best of my knowledge, the statements and the documents which I have provided in response to these questions are true and accurate.

Signature: *Salina J. Amey*

Date: *March 6, 2020*

Print Name: *Salina J. Amey*

Phone: *651-310-0923*

Lot 16, Block 14, The West St. Paul Real Estate
and Improvement Syndicate Addition No. 1.

STATE OF MINNESOTA }
COUNTY OF RAMSEY } SS

OFFICE OF
THE COUNTY ABSTRACT CLERK


THE ABSTRACT CLERK OF RAMSEY COUNTY HEREBY CERTIFIES THAT THE FOLLOWING
EXHIBIT CONSISTING OF ENTRIES NUMBERED: Ninety-one (91) to

Ninety-four (94)

(BOTH INCLUSIVE) CONSTITUTES A COMPLETE, TRUE AND PERFECT ABSTRACT OF TITLE TO THE
PREMISES DESCRIBED IN THE CAPTION ABOVE AS THE SAME APPEARS OF RECORD IN THE OFFICE
OF REGISTER OF DEEDS OF SAID COUNTY FROM: February 25 1925 at 8 o'clock A.M.
to date and hour hereof.

ISSUED AT ST. PAUL, MINNESOTA THIS Twenty-eighth
DAY OF July A. D. 19 48 AT 8 O'CLOCK A.M. WITNESS MY HAND
AND SEAL OF OFFICE.


ABSTRACT CLERK OF RAMSEY COUNTY

BY 
DEPUTY

ABSTRACT CLERK'S CERTIFICATE NO. 7388

FOR TAXES SEE REPORT ATTACHED HERETO.

FOR JUDGMENTS ETC. SEE REPORT ATTACHED HERETO.

FOR OLD AGE ASSISTANCE LIENS SEE REPORT ATTACHED HERETO.

91. Joseph R. Clements and Warranty Deed
Eileen C. his wife Dated May 9 1925
to Filed May 18 1925
The Villaume Box and 776 Deeds 34
Lumber Company #684075

Lot 16, Block 14, The West St. Paul Real Estate and Improvement
Syndicate Addition No. 1.

92. Incorporators of The Villaume Articles
Box and Lumber Company Dated June 22 1897
to Filed June 22 1897
The Public "H" Inc 478
#220752

I N V O I C E

CUSTOMER: Maplewood Closing Center
2966 White Bear Avenue
Maplewood, Minnesota 55109

Attn: Cindy Bircher

779-2621

ERT File No.: 207882
Today's Date: June 12, 1997
County: Ramsey
Underwriter: Commonwealth Land Title

Legal Description: 16/14 West St. Paul Synd. No. 1
Property Address: 283 Curtice Street East
City, State, Zip: West St. Paul, Minnesota
Lender Loan Number:
Reissue Information: Previous Policy Amount: \$
Reference: Salina Amey

AMOUNT OF INSURANCE
Owner's \$ 42,250.00 ***
Mortgagee's \$

<u>Transactions</u>	<u>Charges</u>	
Owner's Premium	\$ 172.00	***
Mortgage Premium	\$.00	
Re-issue Credit	\$ (.00)	
Exam Fee	\$ 125.00	
Property Inspection Fee	\$ 35.00	
Mortgage Closing Fee	\$.00	
Buyer's Name Search	\$.00	
Abstract Fee	\$ 213.00	
Assessment Search	\$ 30.00	
	\$.00	
	\$.00	
TOTAL CHARGES	\$ 575.00	

*** Optional Owner's Policy

We are required by MINNESOTA STATUTE 507.45, SECTION 6, SUB.3A to provide the following notice: "The real estate broker, real estate salesperson, or real estate closing agent has not and, under applicable state law, may not express opinions regarding the legal effect of the closing documents or of the closing itself."

Lot 16, Block 14, The West St. Paul Real Estate
and Improvement Syndicate Addition No. 1.

STATE OF MINNESOTA }
COUNTY OF RAMSEY }

SS


OFFICE OF
THE COUNTY ABSTRACT CLERK

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ABSTRACT CLERK OF RAMSEY COUNTY

BY 
DEPUTY

ABSTRACT CLERK'S CERTIFICATE NO. 7388

FOR TAXES SEE REPORT ATTACHED HERETO.

FOR JUDGMENTS ETC. SEE REPORT ATTACHED HERETO.

FOR OLD AGE ASSISTANCE LIENS SEE REPORT ATTACHED HERETO.

Joseph R. Clements and
Eileen C. his wife
to
The Villaume Box and
Lumber Company

Warranty Deed
Dated May 9 1925
Filed May 18 1925
776 Deeds 34
#684075

Lot 16, Block 14, The West St. Paul Real Estate and Improvement
Syndicate Addition No. 1.



Viking Exteriors

A DIVISION OF VIKING ALUMINUM, INC.

901 N. CONCORD ST. - SO. ST. PAUL, MN 55075 - LICENSE #BC003773

(651) 256-1061 Fax (651) 256-1064

Web Address: www.vikingexteriors.com Email: office@vikingexteriors.net

Purchaser: Salina Amey
Address: 283 E Curtice
City, State, Zip: St Paul MN 55107

Date 09/26/2019

Home: 651-310-0923
Work:
Email: salina_amey@hotmail.com

Viking will furnish and install all labor and materials to:

Windows: Remove 10 sets of prime window sashes and exterior storm windows, Insulate weight pockets, Install 10 double hung, 1 double set awning and 1 single awning. Crestline Elite Clad Premium Replacement windows and the Jeld-Wen Clad W 3500 awning series. Includes covering exterior window stops with aluminum cladding and seal with high quality sealant. Price \$14,414.00

Chimney: Remove existing brick chimney and liner down to 2 floor, (floor height) , Install roof deck, underlayment and shingles, to patch in hole on roof. Install 3/4" plywood to patch hole in floor. Price \$ \$1,892.00

Plumbing: bid see attached. Water heater \$2,880.

Includes all permits and removal of all construction debris from site. All work to be perform in a EPA lead safe manner. Does not include smoke and C/O detectors if required.

PRICE AND PAYMENT TERMS

Buyer shall pay \$ \$19,186.00 to Viking Exteriors ("Viking") with payments as follows:

Down Payment \$ 593.00 due on With Contract.

Final Payment \$ 18,593.00 due on When Completed. Through Neighbor Works Home Partners

ACCEPTANCE OF AGREEMENT

By signing below, you accept the scope of work; specifications; terms and conditions herein, on page 2, and on additional pages; and prices stated in this Agreement. Viking is authorized to begin work on the earliest available date.

In the event this Agreement was procured through a home solicitation sale as defined by Minnesota Statutes Section 325G.06, you may rescind your agreement as set forth in the accompanying Notice of Cancellation. You, the buyer, may cancel this purchase at any time prior to midnight of the third business day after the date of this purchase. See attached Notice of Cancellation form for an explanation of this right. In all other circumstances, this Agreement is binding when signed by you and us.

Customer - please fill in below

Contractor\Representative John Meyer

x

Purchaser

Make All Checks Payable to: Viking Exteriors

x _____

Purchaser

Credit cards accepted with a 3.5% up charge

Email: salina_amey@hotmail.com

Billing preference: Email or USPS (please circle one)

We appreciate your business and look forward to working with you.



Rehabilitation Loan Program
Proceed to Work Notice

The undersigned Contractor, the undersigned Lender and the undersigned Homeowner(s) are aware of their obligations and have agreed to their individual responsibilities under the contract.

Therefore the Contractor is hereby notified to commence work in accordance with the contract on the above listed Improved Property.

Work must be completed with _____ days of this Notice.

[Signature]
Borrower Signature

[Signature]

Sept 26, 2019
Date

Co-Borrower Signature

Date

Lender Name

Lender Signature

Date

Receipt of the above Proceed to Work Notice is hereby acknowledged.

VIKING EXTERIORS
Contractor Name

John Meyer
Print Name

John Meyer
Signature

Owner
Title

BC 003773
License Number

9/26/19
Date



Address: 283 E Curtice Street Unit: Unit 01

Location: 1 - Exterior Approx. Wall SF: 0 Ceiling/Floor SF: 0

Spec # Spec Quantity Units Unit Price Total Price

Trade: 15 Roofing

Dispose of gutter. Install 5", K- type, seamless, .027 gauge aluminum gutters and down spouts to service roof. White or brown color choice by owner. Include down spout extensions and splash blocks if needed.

Trade: 19 Paint & Wallpaper

Custom Paint for Lead Clearance 1.00 EA

Using the Ramsey County Lead Risk Assessment included with the scope estimate to paint items listed and call for clearance at the end of the project.

Painting completed by others Location Total:

Location: 2 - Basement Approx. Wall SF: 0 Ceiling/Floor SF: 0

Spec # Spec Quantity Units Unit Price Total Price

Trade: 9 Environmental Rehab

2041 RADON-VENT CONCRETE SLAB-- (PASSIVE) 1.00 EA

Create a sub-slab vent for the Radon Gas by installing a 6" PVC Tee connected to a 4" PVC pipe in the sump hole and vented above the roof line to a Schedule 20 PVC varmint guard cap and flashed to the roof with a metal based neoprene boot. If there is no sump basket design slab vent for Radon gas removal with exit pipe above the roof line. For sump basket install a plastic sump cover designed specifically for sealing a Radon vent to the sump hole. Seal all holes in the slab with concrete and seal all cracks with a low VOC caulk.

By Others Not included with this bid

Trade: 22 Plumbing

7065 WATER HEATER--30 GALLON GAS 1.00 EA 2,880

Install a 30 gallon, glass lined, high recovery, insulated to R-7, gas water heater with a 10 year warranty. Include pressure and temperature relief valve, discharge tube to within 6" of floor or to outside of structure, vent, thimble, and gas piping from shut-off valve to fixture. Dispose of old water heater in code legal dump.

Location Total:

Location: 3 - Kitchen Approx. Wall SF: 0 Ceiling/Floor SF: 0

Spec # Spec Quantity Units Unit Price Total Price

Trade: 23 Electric

7600 RECEPTACLE--GFCI COUNTERTOP 20 AMP 1.00 EA

Install a flush mounted, ground fault circuit interrupted, ivory, duplex receptacle and ivory cover plate using copper non-metallic cable, controlled by a 20 amp circuit breaker. Fish

410.00 N/A

Address: 283 E Curtice Street

Unit: Unit 01

Location: 3 - Kitchen

Approx. Wall SF: 0

Ceiling/Floor SF: 0

Spec # Spec

Quantity Units Unit Price Total Price

Trade: 23 Electric

wire and repair all tear out. If mounted over a countertop install no more than 46 inches above floor height. Add outlets for kitchen to meet code requirements.

Location Total: _____

Location: 4 - Bedroom

Approx. Wall SF: 0

Ceiling/Floor SF: 0

Spec # Spec

Quantity Units Unit Price Total Price

Trade: 23 Electric

7560 RECEPTACLE REPLACE
Replace receptacle with duplex receptacle and cover plate.
This outlet in the bedroom is non functioning check the circuit for proper load.

1.00 EA

N/A
~~400.00~~
TIME & MATER
APPROX 400.00

7565 INSTALL RECEPTACLE--15 AMP
Install an duplex, 15 amp receptacle and cover plate at least 15" above floor level using copper 12-3 non-metallic (NM) cable. Fish wire and repair all tear out. Office bedroom.

1.00 EA

~~354.50~~
N/A

7752 ENERGY STAR INTERIOR CEILING FIXTURE
Install an Energy Star approved ceiling light fixture to replace the damaged fixtures currently mounted.. Home owner to approve ceiling fixtures.

1.00 EA

~~412.00~~
3 FIXTURES
N/A

Location Total: _____

Location: 5 - Bathroom

Approx. Wall SF: 0

Ceiling/Floor SF: 0

Spec # Spec

Quantity Units Unit Price Total Price

Trade: 22 Plumbing

7012 COMMODE--REPLACE--1.28 GPF
Install a maximum 1.28 GPF white WaterSense® Certified, vitreous china commode tested through the latest edition of the "Maximum Performance" (MaP) testing project that has shown to score 800 or better on the MaP Flush Performance test (grams of solid waste removed in a single flush), such as the American Standard FloWise Compact Cadet 3 EL 2568.128. See the following link for the MaP Test Results: <http://www.cuwcc.org/WorkArea/showcontent.aspx?id=14058> Include a manufacturer's approved plastic or pressed wood white seat, supply pipe, shut-off valve, and wax seal. Estimate for the taller style toilet.

1.00 EA

~~560.00~~
N/A
N/A

Replace KITCHEN FAUCET

Location Total: ~~614.00~~

Unit Total for 283 E Curtice Street, Unit Unit 01: \$24,899.

Address Grand Total for 283 E Curtice Street: _____

Bidder: John Meyer

651-248-4207

651-256-1061



Viking Exteriors

LICENSE #3773

901 N. CONCORD ST. SUITE #2

SOUTH ST. PAUL, MN 55075

\$19,186.⁰⁰ TOTAL Amount

593.⁰⁰ DEPOSIT
@K # 8274

PAID

\$18,593.⁰⁰ Balance

John Meyer
9/26/19

Man who answers phone

Salina Amey <salina_amey@hotmail.com>

Fri 11/8/2019 7:25 AM

To: John Meyer <john@vikingexteriors.net>

Hi John,

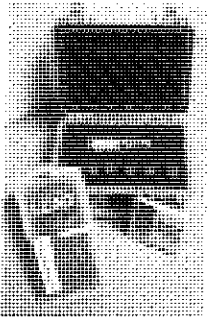
I called yesterday to with some concern about how cold it will be on Monday (zero degree temperature when windchill is factored in) and the man who answered the phone was very rude to me. Just thought you might like to know. (I was polite and friendly with him, but the polite manner was not reciprocated).

Anyhow, despite the frigid weather conditions I do expect that reasonable efforts to ensure dust control will be followed.

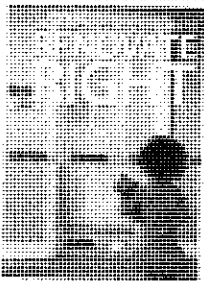
Here is what they have on the brochure I was given:

Prior to beginning the renovation, have the contractor explain to you how the work area will be set up. Have them explain how they are going to ensure that dust doesn't leave the work area.

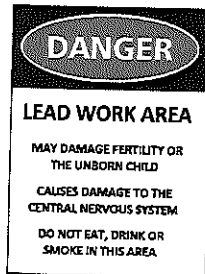
Here is a short list of what you should see before and during the renovation project:



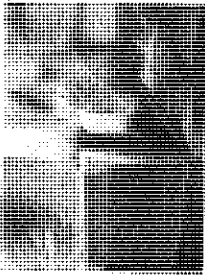
The renovator must either check to see if there is lead paint present by using an EPA approved test kit, or must assume the paint is lead paint. ***Paint chip sampling may only be done by an MDH licensed paint inspector or risk assessor.***



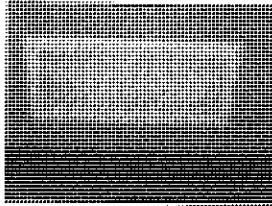
The contractor must provide you with the "Renovate Right" booklet.



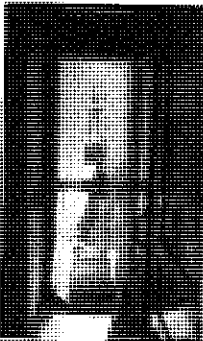
Lead warning signs must be posted around the work area.



All moveable objects, like furniture, toys, window treatments, etc. must be removed from the work area. All non-movable objects must be covered.



All heating/air conditioning duct openings in the work area must be sealed with plastic.



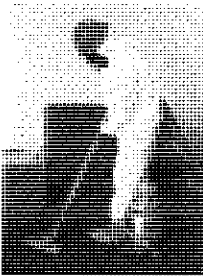
Doorways entering the work area must have plastic sheeting covering them to prevent the spread of dust.



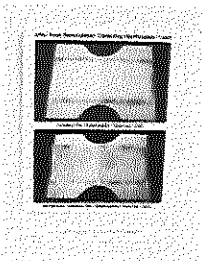
The floor of the work area must have plastic sheeting that extends at least 6 feet out from the area where the renovation is occurring.



Painted building components taken out of the work area must be wrapped in plastic or in sealed plastic bags.



At the conclusion of the renovation, the walls and floors of the work area must be cleaned by wet wiping or using a HEPA vacuum.



When the job is finished, the trained renovator must conduct a cleaning verification using an official EPA cleaning verification card.

Thanks, and have a great weekend.

Salina

Salina Amey

August 28, 2021

St Paul City Legislative Hearing
Court File #

Condemnation Hearing / Order to
Vacate

Hearing Date Scheduled

for Sept. 7, 2021

St Paul City Council

U.S. EPA, Region 5

Complaint for Violation of

U.S. EPA Lead Laws by

Viking Aluminum Inc.

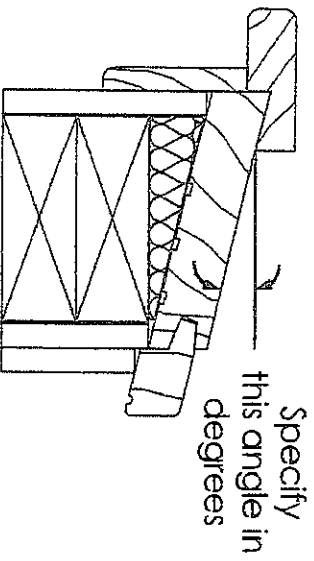
Dated 2-19-2020

Page **2** of 2

For a perfect fit, measure your sill angle as outlined below.

Measuring Sill Angle

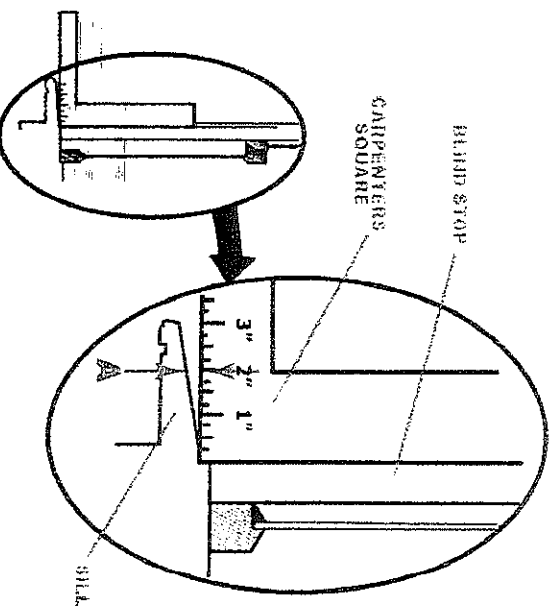
- Using an inside miter gauge, measure the angle of the existing sill. 14 degrees is standard.



O-4
Degrees flat
5-9
Degrees flat
16-14
Mark

If Miter Gauge is not available, use alternative method to measure sill angle:

- Step 1. Place a carpenter's square against the side blind stop, with its base resting on the sill.
- Step 2. Measure the gap (rise) between the sill and the square as viewed from the 2" mark.
- Step 3. Use the chart below to find your sill angle.



Rise at A	Angle
1/8"	4°
1/4"	7°
3/8"	11°
1/2"	14°

Sill Angle Chart
Use the rise found at the 2" mark on your square to determine your sill angle.

Re: 283 Curtice St E

Salina Amey <salina_amey@hotmail.com>

Fri 11/29/2019 10:57 AM

To: John Meyer <John@vikingexteriors.net>

Cc: Matt Brown <mbrown@nwhomepartners.org>; isaac.stensland@ci.stpaul.mn.us <isaac.stensland@ci.stpaul.mn.us>

Hi John,

I'm still waiting for you to schedule a time with Isaac Stensland in follow up of his order to be present when a window is installed and another one uninstalled so that he can see how it was installed. My schedule is pretty flexible next week. It has been over two weeks since Inspector Stensland made the order and I would prefer that there be no further delays on completing this order.

Thanks,
Salina Amey

From: John Meyer <John@vikingexteriors.net>

Sent: Friday, November 29, 2019 10:48 AM

To: Matt Brown <mbrown@nwhomepartners.org>

Cc: Salina Amey <salina_amey@hotmail.com>; Sheila Meyer <Sheila@vikingexteriors.net>

Subject: 283 Curtice St E

Hi Matt,

We are asking for an extension of the current contract\agreement in place with Selina Amey, due to the current circumstances and delays with her understanding the installation of the new windows at which we are only half way through with the install, and the current weather conditions with the chimney removal and roof repair I cannot guarantee a time of completion of the contract at this time. We will continue to try resolve these issues and keep you informed.

Thank you,
John Meyer

Viking Exteriors
901 N Concord
South Saint Paul MN 55075
651-256-1061

Re: Building Inspector Appointment

Salina Amey <salina_amey@hotmail.com>

Mon 11/25/2019 6:56 PM

To: John Meyer <John@vikingexteriors.net>

Cc: Matt Brown <mbrown@nwhomepartners.org>; isaac.stensland@ci.stpaul.mn.us <isaac.stensland@ci.stpaul.mn.us>

Bcc: Charles A West <charleswestjr@yahoo.com>

Hi John,

Nobody put a stop on your work. I have been patiently waiting for you to arrange the followup visit with Inspector Stensland.

It is Inspector Stensland who is in charge of determining if the window installations meet the building code requirements that he is responsible for ensuring are met.

When I spoke with Inspector Stensland this morning he indicated that it is the responsibility of the contractor to call him to schedule inspection appointments. My understanding is that Inspector Stensland has been waiting for you to schedule the follow up inspection appointment that involves the installers being present.

I will make myself available in two weeks on Dec. 9th, for the followup inspection appointment with Inspector Stensland if he is available at that time. From my perspective it would be better if you could arrange this followup appointment with the building inspector earlier, however.

Regards,
Salina Amey

From: John Meyer <John@vikingexteriors.net>

Sent: Monday, November 25, 2019 3:32 PM

To: Salina Amey <salina_amey@hotmail.com>

Cc: Matt Brown <mbrown@nwhomepartners.org>; isaac.stensland@ci.stpaul.mn.us <isaac.stensland@ci.stpaul.mn.us>

Subject: RE: Building Inspector Appointment

Hello Salina,

Per your request from the meeting on 11-13-19 you had put a stop to any further installation of your windows. Currently my crew is working on other projects. Next earliest possible installation date would be the week of December 9th 2019 weather permitting. Only if you agree that the windows ordered for your home are the ~~Correct Brand, Color, Type, Size, with the proper sill slope of 9 degrees. (your sill are not 14 degrees')~~ Also I need you to understand it is not typical for a homeowner to be touching the sealant and spray foam insulation at least until they are cured, approx. 24 hrs. Upon your request the inspector had suggested that he could possibly be there for one window installation, and did not mention that he wanted one un-installed. If you are back on board

with project to continue then we can confirm the date that the crew will be back out, at that time you can certainly let the inspector know of the schedule if you would like him to come during that time.

John Meyer

President / Owner

Viking Exteriors
901 N Concord St
South Saint Paul MN 55075
Phone 651-256-1061 Fax 651-256-1064
E-Mail john@vikingexteriors.net

Please click on the link below to add a review to Angie's List
<https://my.angieslist.com/angieslist/Review/385431>

From: Salina Amey <salina_amey@hotmail.com>
Sent: Monday, November 25, 2019 8:36 AM
To: John Meyer <John@vikingexteriors.net>
Cc: Matt Brown <mbrown@nwhomepartners.org>; isaac.stensland@ci.stpaul.mn.us
<isaac.stensland@ci.stpaul.mn.us>
Subject: Building Inspector Appointment

Good Morning John,

On November 13, 2019, my local building inspector Isaac Stensland came over to my house to inspect the first five windows that Junior installed. You wished to be present for his inspection, and were at my home on this date as well.

It is my understanding that Inspector Stensland ordered that you schedule an appointment so that he could be present to see how it is that Junior and his assistant do a window installation with one of the windows that have not been installed yet, and that he also intended to have them uninstall a window so that he could see how the other ones had been installed.

I just called Inspector Stensland and learned that you have not yet arranged an appointment for him to come to my house to complete his inspection order.

Please arrange this ASAP, and please make sure that I am available at the times that you suggest for this appointment, first.

Today I would be available after 1:30 p.m., and Tuesday I would be available after 2 p.m. Wednesday I have a very flexible schedule and could be available at any time.

Also, when will the plumber be coming back to complete his work?

Regards,

Salina Amey
651-310-0923

Fw: 283 Curtice

Salina Amey <salina_amey@hotmail.com>

Tue 12/10/2019 1:20 PM

To: Matt Brown <mbrown@nwhomepartners.org>

From: John Meyer <John@vikingexteriors.net>**Sent:** Tuesday, December 10, 2019 11:06 AM**To:** Salina Amey <salina_amey@hotmail.com>**Cc:** Sheila Meyer <Sheila@vikingexteriors.net>; Viking Exteriors <Office@vikingexteriors.net>**Subject:** 283 Curtice

Salina,

After very careful thought and consideration it is my best judgment that we terminate our business relationship and come to a resolve on the contract we currently have.

I have been in this business for 45 years, and you are my first customer that it appears no matter what is offered you have lost your confidence and trust and I don't think there is anything that will completely satisfy you with the installation of your windows.

You have expressed that you did want us to continue the installation but you must have realized that the custom made windows were measured and ordered to the correct size for your home. I am willing to give you all of those windows for my cost. Plus at no charge the labor to, measure, order, delivery, install, including the extra materials required to install the 5 units currently installed.

I had originally sold you these for \$14,414.00

My cost \$8,862.35

Credit \$5,551.65

The other items

The water heater is installed and completed with the permit total cost due \$2,880.00 The cost on this unit installed came in much higher than bid, \$4,051.00 but because of our agreement I'm keeping it at the same cost. The chimney removal / roof patch. Uncompleted Credit \$1892.00

Total amount	\$19,186.00
Less deposit	\$593.00
Less window credit	\$5,551.65
Less Chimney credit	<u>\$1,892.00</u>
Balance due	\$11,149.35

Please acknowledge this email and agreement is acceptable to you so I can forward to Matt Brown.

Thank you,

John Meyer

President / Owner

Viking Exteriors

901 N Concord St

South Saint Paul MN 55075

Phone 651-256-1061 Fax 651-256-1064

E-Mail john@viking_exteriors.net

Salina Amey
283 Curtice St E
St Paul, MN 55107
651-310-0923

Dec. 11, 2019

John Meyer, President / Owner
Viking Exteriors
901 N. Concord St.
South Saint Paul, MN 55075

Re: Home Renovation Loan Contract through NeighborWorks Home Partners

Dear John,

This letter is in response to your email dated Dec. 10, 2019 in which you suggest terminating our business arrangement. I am not in agreement with your suggestion.

Despite the fact that there are serious problems with what has happened with the window replacement portion of our contract, I am more than willing to have you remedy the issues.

First of all, I wish to point out that my payment to you of \$593.00 was not a deposit. I paid this money to you because your bid for what we have a contract for you to complete exceeded the amount of loan money that was available from NeighborWorks Home Partners.

The water heater has been installed and has passed inspections. I am willing to trust your company to send a suitable professional to remove the existing chimney and patch my roof, per our contract. Of course, I expect that the work will be done in a manner that is fully up to code and that precautions will be taken to protect my home from dust and debris.

Although the situation with the windows has been stressful and disappointing to me, I am willing to allow you make things right. Following are my suggestions for how we resolve this:

1. The correct sized windows must be ordered. Window measurements must be taken according to window manufacturers specifications (three measurements width each window), proper measurement procedure for height of each window, and proper sill angle measurement of each window. Manufacturers asked for rough opening measurements, and this is what they must receive. All the previously agreed specs for each of the windows still stand.
2. The windows must be installed exactly as recommended by manufacturers.
3. All flashing must be done prior to window installation in a manner that meets code requirements.

12-11-2019

4. Windows must be installed in a manner that maintains all window manufacturer warranties and which meets and/or exceeds all building code requirements.
5. Windows will be ordered with my name and address on the order for warranty purposes, and I am to receive all of the physical warranty information at the time that the windows are delivered to my house.
6. All work is to be completed in accordance with EPA lead laws. My home and property are to be protected from lead dust.
7. All damage to my interior woodwork that was caused by the use of exterior grade caulk must be fully repaired.
8. All chimney removal and roof patching work must be done in a manner which meets and/or exceed building code requirements.

The windows that you ordered using incorrect measurements can be returned to Menards for a 25% restocking fee, so you are fortunate that you will not lose that much money for ordering the incorrect sizes.

I did read your proposal, but I'm adamant that you follow our contracted agreement which was for custom fitted windows that were to be ordered to fit precisely in my window openings. I have been in communication with the window manufacturing company (Crestline), and have learned that they will not warrant windows that are not installed according to their installation directions.

It is not possible for the windows that you installed in my house to pass inspections, because they were installed incorrectly (it is not possible to install wrong sized and wrong sill-angled windows in openings and maintain warranty) and this means they cannot pass inspections.

Regards,

Salina Amey

Salina Amey
283 Curtice St E
St Paul, MN 55107
651-310-0923

Dec. 16, 2019

John Meyer, President / Owner
Viking Exteriors
901 N. Concord St.
South Saint Paul, MN 55075

Re: Home Renovation Loan Contract through NeighborWorks Home Partners

Dear John,

Since you have not responded to the letter I sent via email on Dec. 11, 2019, I'm sending the contents of that letter to you again.

This letter is in response to your email dated Dec. 10, 2019 in which you suggest terminating our business arrangement. I am not in agreement with your suggestion.

Despite the fact that there are serious problems with what has happened with the window replacement portion of our contract, I am more than willing to have you remedy the issues.

First of all, I wish to point out that my payment to you of \$593.00 was not a deposit. I paid this money to you because your bid for what we have a contract for you to complete exceeded the amount of loan money that was available from NeighborWorks Home Partners.

The water heater has been installed and has passed inspections. I am willing to trust your company to send a suitable professional to remove the existing chimney and patch my roof, per our contract. Of course, I expect that the work will be done in a manner that is fully up to code and that precautions will be taken to protect my home from dust and debris.

Although the situation with the windows has been stressful and disappointing to me, I choose to give you an opportunity to make things right. Following are my suggestions for how we resolve this:

1. The correct sized windows must be ordered. Window measurements must be taken according to window manufacturers specifications (three measurements width each window), proper measurement procedure for height of each window, and proper sill angle measurement of each window. Manufacturers asked for rough opening measurements, and this is what they must receive. All the previously agreed specs for each of the windows still stand.

12-16-2019

2. The windows must be installed exactly as recommended by manufacturers.
3. All flashing must be done prior to window installation in a manner that meets code requirements.
4. Windows must be installed in a manner that maintains all window manufacturer warranties and which meets and/or exceeds all building code requirements.
5. Windows will be ordered with my name and address on the order for warranty purposes, and I am to receive all of the physical warranty information at the time that the windows are delivered to my house.
6. All work is to be completed in accordance with EPA lead laws. My home and property are to be protected from lead dust.
7. All damage to my interior woodwork that was caused by the use of exterior grade caulk must be fully repaired.
8. All chimney removal and roof patching work must be done in a manner which meets and/or exceed building code requirements.

The windows that you ordered using incorrect measurements can be returned to Menards for a 25% restocking fee, so you are fortunate that you will not lose that much money for ordering the incorrect sizes.

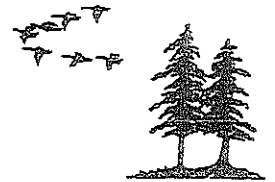
I did read your proposal, but what I want is for you to honor our contracted agreement which was for custom fitted windows that were to be ordered to fit precisely in my window openings. I have been in communication with the window manufacturing company (Crestline), and have learned that they will not warrant windows that are not installed according to their installation directions.

It is not possible for the windows that you installed in my house to pass inspections, because they were installed incorrectly (it is not possible to install wrong sized and wrong sill-angled windows in openings and maintain warranty) and this means they cannot pass inspections. I assume this is why you have not followed up on the Nov. 13, 2019 orders of Isaac Stensland, St. Paul Building Inspector, to schedule an appointment for him to examine the window installation.

Regards,

Salina Amey

cc: Matt Brown, NeighborWorks Home Partners



December 16, 2019

Amey Salina
283 Curtice Street East
St. Paul MN 55107-3105

RE: Lead Dust Evaluation at Single Family Residential Property Located at 283
Curtice Street East, St. Paul, Minnesota

Dear Amey Salina:

Midwest Environmental Consulting, L.L.C. (MEC) was pleased to have an opportunity to be of assistance to you during the lead dust evaluation of the single family property located at 283 Curtice Street East, St. Paul, Minnesota December 7, 2019.

The purpose of MEC's services was to determine if lead-dust levels were low enough to meet the clearance dust wipe levels as required in the Housing and Urban Development (HUD) Standards 24 CFR part 35 etal. (35.1340 Clearance and 35.1320 Dust Levels), and Minnesota Department of Health Rules 4761.2670 following cleaning and paint stabilization within the property following a Section 8 inspection.

All field work for this site visit was conducted by Greg Myers, Environmental Services Director with MEC and Minnesota-licensed lead risk assessor (MN LR #284). Please refer to Appendix A for MEC qualifications.

SITE DESCRIPTION

The residential property located at 283 Curtice Street East, St. Paul, Minnesota, Minnesota is a one and a half story wood framed structure on a concrete basement and foundation constructed in approximately 1925. The evaluation was requested due to concerns of the homeowner with regard to inadequate installation of new window systems. The interior walls & ceilings are primarily plaster. The floors are primarily hardwood. The millwork is primarily original vintage on the inside. There have been previous renovations, including: low maintenance siding, soffits and fascia; cladding on exterior trim; and new metal clad entry doors with anodized metal storm doors. The front has a brick façade. Windows had been replaced prior to this renovation with sash pack replacements. The new scope of work was to replace the windows with new vinyl inserts into the existing jambs. The project is part of a low interest loan program. Currently five (5) windows had been installed.

METHODOLOGY

A visual inspection of the property located at 283 Curtice Street East, St. Paul, Minnesota, was conducted on December 7, 2019 following window replacement at the complex. The purpose of the assessment was to evaluate the condition of surfaces and determine if the work had been completed and to determine if lead dust hazards are present above the action level as defined by the Environmental Protection Agency (EPA), the Housing and Urban Development (HUD) Agency, and the Minnesota Department of Health (MDH). The owner was concerned that windows had not been installed correctly which would invalidate the warranty. Several windows would not lock because the windows appeared to have installed not level. The following conditions were observed by MEC on December 7, 2019:

- Bedroom 1, Side A window will not lock. There is approximately 1/8" difference between the left and right sides.
- Bedroom 1, Side B window locks, but with difficulty. There is approximately 1/8" difference in level of the sash from left to right
- Kitchen window will not lock. There is approximately a 3/16" difference from left to right
- Bedroom 2, Side B window will not lock. There is approximately a 3/16" difference from left to right. There is a large paint chip on the walk-way under the window
- Bedroom 2, Side C window locks with difficulty.

Dust samples were randomly selected from the complex. Samples were collected following sampling protocol outlined in Appendix 13.1 of the 1995 HUD *Guidelines* for wipe sampling as settled lead-contaminated dust and the American Society of Testing and Materials (ASTM) ES 3094.

Lead samples were collected and delivered to EMSL Laboratory, Minneapolis, Minnesota, (ELLAP 163162) where they were prepared and analyzed using current appropriate protocols for lead. Laboratory results for environmental samples may be found in Appendix B.

MEC submitted blind field blanks with each set of samples submitted to the laboratory, in accordance with the Housing and Urban Development (HUD) "Guidelines for the Evaluation of Lead-Based Paint Hazards in Housing." The field blanks submitted were labeled as all other samples, so they would not be specifically identifiable to the laboratory. The purpose of the field blanks to evaluate the handling of the samples by the inspector and the laboratory personnel, to evaluate the potential of cross contamination of the sample media during handling and shipping. The field blanks submitted were all less than the detectable limit, and the results of the other samples are not influenced by potential cross-contamination.

The following are results for the areas sampled on the dates sampled.

**283 Curtice Street East
St. Paul, Minnesota**

Sample Number Date Collected	Location	Results	HUD Action Level	Pass Fail
2270/1219A -W1 12/7/19	Porch, Side C, under left window	74 $\mu\text{g}/\text{ft}^2$	40 $\mu\text{g}/\text{ft}^2$	F
2270/1219A-W2 12/7/19	Bedroom 1, Side A, floor under window	<10 $\mu\text{g}/\text{ft}^2$	40 $\mu\text{g}/\text{ft}^2$	P
2270/1219A-W3 12/7/19	Bedroom 1, Side B, window trough	<40 $\mu\text{g}/\text{ft}^2$	400 $\mu\text{g}/\text{ft}^2$	P
2270/1219A-W4 12/7/19	Bedroom 2 (Office), Side C, floor	<10 $\mu\text{g}/\text{ft}^2$	40 $\mu\text{g}/\text{ft}^2$	P
2270/1219A-W5 12/7/19	Bedroom 2 (Office), Side C, window stool	<40 $\mu\text{g}/\text{ft}^2$	250 $\mu\text{g}/\text{ft}^2$	P
2270/1219A-W6 12/7/19	Kitchen, Side C, floor under window	14 $\mu\text{g}/\text{ft}^2$	40 $\mu\text{g}/\text{ft}^2$	P
2270/1219A-W7 12/7/19	Kitchen, Side C, window trough	<40 $\mu\text{g}/\text{ft}^2$	400 $\mu\text{g}/\text{ft}^2$	P
2270/1219A-W8 12/7/19	Living Room, Side D, floor adj. entry door	<10 $\mu\text{g}/\text{ft}^2$	40 $\mu\text{g}/\text{ft}^2$	P
2270/1219A-W9 12/7/19	Blind Field Blank	<10 $\mu\text{g}/\text{ft}^2$	-----	-----

$\mu\text{g}/\text{ft}^2$ = micrograms per square foot

According to the Ramsey County Public Health Department, window installation was to be performed by a licensed Lead Abatement Contractor with licensed Lead Abatement Supervisors and Workers. MEC could not confirm if the individuals performing the work were qualified. Ms. Salina related that containments were not used even though the lead inspection report identified lead-based paint on window systems. Based on the age of the property, it should also be assumed that cladded surfaces of the original structure would likely contain lead if it was not accessible during the survey.

The sampling results for dust wipe samples collected on December 7, 2019 show that the results are above the defined actions levels on the porch floor under the windows. These areas will need to be re-cleaned and re-tested as well as other floor and window

systems not tested.

On the day of the site evaluation, visible paint chips were observed on the B side of the property. There was dust in the kitchen under the window, however, it must be noted that the contractor has not been at the property for approximately a month. Bare soil was not observed around the house.


Please add these records to your file for the property.

A copy of this clearance assessment summary must be provided to purchasers or lessees (tenants) of this property under Federal Law (24 CFR Part 35 and 40 CFR part 745) before they become obligated under a lease or sales contract.

The complete report must also be provided to new purchasers and it must be made available to new tenants. Landlords (lessors) and sellers are also required to distribute an educational pamphlet approved by the U.S. Environmental Protection Agency and include standard warning language in their leases or sales contracts to ensure that parents have the information they need to protect their children from lead-based paint hazards.

MEC appreciates this opportunity to be of assistance to you and your organization. Please contact me if you have any questions relating to any aspect of this work.

Respectfully submitted,



Greg Myers
Environmental Services Director

RE: Info about blind stop covers

Dowden, Joseph <Joseph.Dowden@weathershield.com>

Tue 2/18/2020 9:55 AM

To: Salina Amey <salina_amey@hotmail.com>

 3 attachments (213 KB)

Blind Stop Cover Pocket units.pdf; Tilt Pocket with-out Blind Stop Cover JPG; Tilt Pocket with Blind Stop Cover JPG;

Salina,

Attached is exterior blind stop cover that can be used on pocket windows to cover the gap on the exterior between the old window frame and the pocket window frame. Attached are pictures showing both types. The finished product is determined by the installer and purchaser. Weather Shield warranty is for the product only if installed per our instructions. The installer is responsible for installation.

If you have any questions please contact us.

Joseph M. Dowden

Technical Support Weather Shield Windows & Doors

p 715.748.2100 ext.2619 c 715.965.3009

Joseph.Dowden@weathershield.com

WEATHER SHIELD.
WINDOWS & DOORS

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Sent from [Mail](#) for Windows 10

From: Salina Amey <salina_amey@hotmail.com>
Sent: Tuesday, February 18, 2020 9:13:10 AM
To: Dowden, Joseph <Joseph.Dowden@weathershield.com>
Subject: Info about blind stop covers

Thanks.

THE LEAD-SAFECERTIFIED GUIDE TO RENOVATE RIGHT

WARNING
SEE THESE OTHER
PAGES FOR
494-846-0144
1-800-424-6343
EPA 3348-10-001

CAUTION CAUTION CAUTION CAUTION CAUTION CAUTION CAUTION CAUTION



EPA

U.S. Environmental Protection Agency
401 M Street, NW
Washington, DC 20460

9

This document is not for sale. It is provided by the U.S. Government Printing Office as part of the lead-based paint abatement program of the Environmental Protection Agency.

CAUTION

CAUTION

EPA



U.S. Environmental Protection Agency
401 M Street, NW
Washington, DC 20460



WHERE DOES THE LEAD COME FROM?

Dust is the main problem.

The most common way to get lead in the body is from dust. Lead dust comes from deteriorating lead-based paint and lead-contaminated soil that gets tracked into your home. This dust may accumulate to unsafe levels. Then, normal hand-to-mouth activities, like playing and eating (especially in young children), move that dust from surfaces like floors and window sills into the body.

Home renovation creates dust.

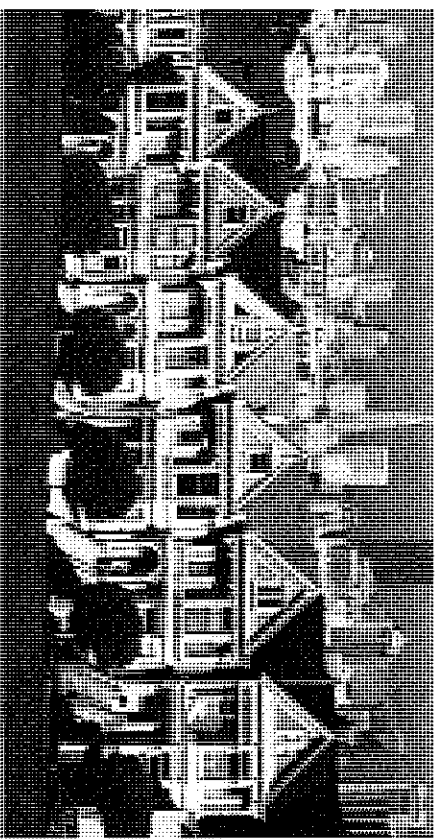
Common renovation activities like sanding, cutting, and demolition can create hazardous lead dust and chips.

Proper work practices protect you from the dust.

The key to protecting yourself and your family during a renovation, repair or painting job is to use lead-safe work practices such as containing dust inside the work area, using dust-minimizing work methods, and conducting a careful cleanup, as described in this pamphlet.

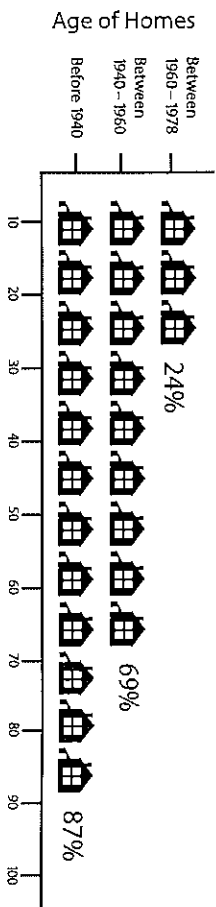
Other sources of lead.

Remember, lead can also come from outside soil, your water, or household items (such as lead-glazed pottery and lead crystal). Contact the National Lead Information Center at 1-800-424-LEAD (5323) for more information on these sources.



CHECKING YOUR HOME FOR LEAD-BASED PAINT

Percentage of Homes Likely to Contain Lead



Older homes, child care facilities, and schools are more likely to contain lead-based paint.

Homes may be single-family homes or apartments. They may be private, government-assisted, or public housing. Schools are preschools and kindergarten classrooms. They may be urban, suburban, or rural.

You have the following options:

You may decide to assume your home, child care facility, or school contains lead. Especially in older homes and buildings, you may simply want to assume lead-based paint is present and follow the lead-safe work practices described in this brochure during the renovation, repair, or painting job.

You can hire a certified professional to check for lead-based paint.

These professionals are certified risk assessors or inspectors, and can determine if your home has lead or lead hazards.

- A certified inspector or risk assessor can conduct an inspection telling you whether your home, or a portion of your home, has lead-based paint and where it is located. This will tell you the areas in your home where lead-safe work practices are needed.
- A certified risk assessor can conduct a risk assessment telling you if your home currently has any lead hazards from lead in paint, dust, or soil. The risk assessor can also tell you what actions to take to address any hazards.
- For help finding a certified risk assessor or inspector, call the National Lead Information Center at 1-800-424-LEAD (5323).

You may also have a certified renovator test the surfaces or components being disturbed for lead by using a lead test kit or by taking paint chip samples and sending them to an EPA-recognized testing laboratory. Test kits must be EPA-recognized and are available at hardware stores. They include detailed instructions for their use.

PREPARING FOR A RENOVATION

The work areas should not be accessible to occupants while the work occurs.

The rooms or areas where work is being done may need to be blocked off or sealed with plastic sheeting to contain any dust that is generated. Therefore, the contained area may not be available to you until the work in that room or area is complete, cleaned thoroughly, and the containment has been removed. Because you may not have access to some areas during the renovation, you should plan accordingly.

You may need:

- Alternative bedroom, bathroom, and kitchen arrangements if work is occurring in those areas of your home.
 - A safe place for pets because they too can be poisoned by lead and can track lead dust into other areas of the home.
 - A separate pathway for the contractor from the work area to the outside in order to bring materials in and out of the home. Ideally, it should not be through the same entrance that your family uses.
 - A place to store your furniture. All furniture and belongings may have to be moved from the work area while the work is being done. Items that can't be moved, such as cabinets, should be wrapped in plastic.
 - To turn off forced-air heating and air conditioning systems while the work is being done. This prevents dust from spreading through vents from the work area to the rest of your home. Consider how this may affect your living arrangements.
- You may even want to move out of your home temporarily while all or part of the work is being done.

Child care facilities and schools may want to consider alternative accommodations for children and access to necessary facilities.



DURING THE WORK

Federal law requires contractors that are hired to perform renovation, repair and painting projects in homes, child care facilities, and schools built before 1978 that disturb painted surfaces to be certified and follow specific work practices to prevent lead contamination.

The work practices the contractor must follow include these three simple procedures, described below:

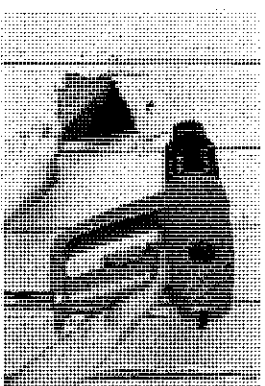
1. Contain the work area. The area must be contained so that dust and debris do not escape from that area. Warning signs must be put up and plastic or other impermeable material and tape must be used as appropriate to:

- Cover the floors and any furniture that cannot be moved.
- Seal off doors and heating and cooling system vents.
- For exterior renovations, cover the ground and, in some instances, erect vertical containment or equivalent extra precautions in containing the work area.

These work practices will help prevent dust or debris from getting outside the work area.

2. Avoid renovation methods that generate large amounts of lead-contaminated dust. Some methods generate so much lead-contaminated dust that their use is prohibited. They are:

- Open flame burning or torching.
- Sanding, grinding, planing, needle gunning, or blasting with power tools and equipment not equipped with a shroud and HEPA vacuum attachment.
- Using a heat gun at temperatures greater than 1100°F.



There is no way to eliminate dust, but some renovation methods make less dust than others. Contractors may choose to use various methods to minimize dust generation, including using water to mist areas before sanding or scraping; scoring paint before separating components; and prying and pulling apart components instead of breaking them.

3. Clean up thoroughly. The work area should be cleaned up daily to keep it as clean as possible. When all the work is done, the area must be cleaned up using special cleaning methods before taking down any plastic that isolates the work area from the rest of the home. The special cleaning methods should include:

- Using a HEPA vacuum to clean up dust and debris on all surfaces, followed by
- Wet wiping and wet mopping with plenty of rinse water.

When the final cleaning is done, look around. There should be no dust, paint chips, or debris in the work area. If you see any dust, paint chips, or debris, the area must be re-cleaned.

EPA CONTACTS

EPA Regional Offices

EPA addresses residential lead hazards through several different regulations. EPA requires training and certification for conducting abatement and renovations, education about hazards associated with renovations, disclosure about known lead paint and lead hazards in housing, and sets lead-paint hazard standards.

Your Regional EPA Office can provide further information regarding lead safety and lead protection programs at epa.gov/lead.

Region 1 (Connecticut, Massachusetts, Maine, New Hampshire, Rhode Island, Vermont) Regional Lead Contact U.S. EPA Region 1 Suite 1100 One Congress Street Boston, MA 02114-2023 (888) 372-7341	Region 4 (Alabama, Florida, Georgia, Kentucky, Mississippi, North Carolina, South Carolina, Tennessee) Regional Lead Contact U.S. EPA Region 4 61 Forsyth Street, SW Atlanta, GA 30303-8960 (404) 562-9900	Region 7 (Iowa, Kansas, Missouri, Nebraska) Regional Lead Contact U.S. EPA Region 7 901 N. 5th Street Kansas City, KS 66101 (913) 551-7003	Region 2 (New Jersey, New York, Puerto Rico, Virgin Islands) Regional Lead Contact U.S. EPA Region 2 2890 Woodbridge Avenue Building 205, Mail Stop 225 Edison, NJ 08837-3679 (732) 321-6671	Region 5 (Illinois, Indiana, Michigan, Minnesota, Ohio, Wisconsin) Regional Lead Contact U.S. EPA Region 5 77 West Jackson Boulevard Chicago, IL 60604-3507 (312) 886-6003	Region 8 (Colorado, Montana, North Dakota, South Dakota, Utah, Wyoming) Regional Lead Contact U.S. EPA Region 8 1595 Wynkoop Street Denver, CO 80202 (303) 312-6312	Region 3 (Delaware, Maryland, Pennsylvania, Virginia, Washington, DC, West Virginia) Regional Lead Contact U.S. EPA Region 3 1650 Arch Street Philadelphia, PA 19103-2029 (215) 814-5000	Region 6 (Arkansas, Louisiana, New Mexico, Oklahoma, Texas) Regional Lead Contact U.S. EPA Region 6 1445 Ross Avenue, 12th Floor Dallas, TX 75202-2733 (214) 665-7577	Region 9 (Arizona, California, Hawaii, Nevada) Regional Lead Contact U.S. EPA Region 9 75 Hawthorne Street San Francisco, CA 94105 (415) 947-8021	Region 10 (Alaska, Idaho, Oregon, Washington) Regional Lead Contact U.S. EPA Region 10 1200 Sixth Avenue Seattle, WA 98101-1128 (206) 553-1200
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OTHER FEDERAL AGENCIES

CPSC

The Consumer Product Safety Commission (CPSC) protects the public from the unreasonable risk of injury or death from 15,000 types of consumer products under the agency's jurisdiction. CPSC warns the public and private sectors to reduce exposure to lead and increase consumer awareness. Contact CPSC for further information regarding regulations and consumer product safety.

CPSC
4330 East West Highway
Bethesda, MD 20814
Hotline 1-(800) 638-2772
cpsc.gov

CDC Childhood Lead Poisoning Prevention Branch

The Centers for Disease Control and Prevention (CDC) assists state and local childhood lead poisoning prevention programs to provide a scientific basis for policy decisions, and to ensure that health issues are addressed in decisions about housing and the environment. Contact CDC Childhood Lead Poisoning Prevention Program for additional materials and links on the topic of lead.

CDC Childhood Lead Poisoning Prevention Branch
4770 Buford Highway, MS F-40
Atlanta, GA 30341
(770) 488-3300
cdc.gov/nceh/lead

HUD Office of Healthy Homes and Lead Hazard Control

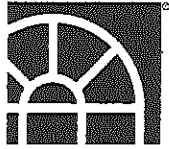
The Department of Housing and Urban Development (HUD) provides funds to state and local governments to develop cost-effective ways to reduce lead-based paint hazards in America's privately-owned low-income housing. In addition, the office enforces the rule on disclosure of known lead paint and lead hazards in housing, and HUD's lead safety regulations in HUD-assisted housing, provides public outreach and technical assistance, and conducts technical studies to help protect children and their families from health and safety hazards in the home. Contact the HUD Office of Healthy Homes and Lead Hazard Control for information on lead regulations, outreach efforts, and lead hazard control research and outreach grant programs.

U.S. Department of Housing and Urban Development
Office of Healthy Homes and Lead Hazard Control
451 Seventh Street, SW, Room 8236
Washington, DC 20410-3000
HUD's Lead Regulations Hotline
(202) 402-7698
hud.gov/offices/lead/

Encounter Date	Time	Len	Dept	Provider	Visit Type	Notes	Hosp Acct	Procedure	Rfl
10/23/2019 Wed	10:15 A(A*)	60	WDBYIG [12034]	SANDQUIST, LAURA ASHLEY [D73617]	INTEGRATIVE HEALTH [1308]				
1/8/2020 Wed	11:00 A	60	WDBYIG [12034]	NISWANGER, EMILY C [D29197]	INITIAL NUTRITION DIETITIAN [344]				
1/21/2020 Tue	10:00 A	20	UMSSEN [202002]	ABID, MUNIR [D52270]	OFFICE VISIT [115]	6 MONTHS FU			
1/24/2020 Fri	11:00 A	60	WDBYIG [12034]	SANDQUIST, LAURA ASHLEY [D73617]	INTEGRATIVE HEALTH [1308]				

Brad
 +transwith
 Brad @
 Karen
 @
 @

Doug
 DC, maddux
 @ Camp
 Oct, 2019



Crestline LIMITED WARRANTY

- Vinyl parts or weather strip that has non-factory-applied paint or stain voids the warranty of the affected unit.
- Warpage or air/water infiltration on any swing door with a call-out height of greater than 6'10" unless CRESTLINE'S multi-point lock system is used with the door.
- Any installations at an altitude over 3,500 feet above sea level unless capillary tubes have been installed or a HIGH ALTITUDE GLASS PACKAGE is used, which provides limited coverage.
- Insulated True Divided Lite units.
- Products with wood surfaces that are not covered within thirty (30) days after purchase with a high-quality top coat of paint, sealer or varnish. The top coat should be applied as recommended by the paint manufacturer and it is the customer's responsibility to properly care for and protect the woodwork against moisture or excessive dryness.
- Products with factory-applied primer paint that are not covered with a finish coat within six (6) months of unit installation.
- Products or components not provided by CRESTLINE including but not limited to hardware locksets, strikes, or panning systems.
- CRESTLINE products that are stacked or mulled with products manufactured by others.
- Products with modifications (e.g. customer applied paint finishes, tints, films) or security systems without prior approval.

ADDITIONALLY

- Insulated units with capillary tubes will not have inert gas fill.
- ADA-compliant sills or telescoping, pocket and bifold patio door systems are not designed nor are they intended to manage moisture or water infiltration. The determination of proper building design and moisture management (through an overhang or otherwise) is the responsibility of your building designer, architect or contractor.
- Warping of a door shall not be deemed to be a product defect unless the warping is in the door panel itself and then only if the warping is more than one quarter inch. The amount of warp shall be determined by placing a taut wire or string or straightedge across the face of the installed door panel thought to be concave and measuring the amount of warp at the point of the greatest distance between the bottom of such wire, string or straightedge and the face of the door panel. CRESTLINE may, at its option, defer action on a warping claim for a period of not more than ONE (1) year from the date of the claim to permit the door panel to adjust to temperature and humidity in its installed position.
- The performance of windows and doors may be affected by factors beyond CRESTLINE'S control. Examples include handling and installation, construction details of the building, exposure conditions, maintenance, normal wear and tear, and migration of inert gas. Structural or thermal ratings are for comparison purposes only. While CRESTLINE products are manufactured to meet or exceed published ratings, it is not possible to guarantee that they will meet or exceed those ratings after they have been installed.
- CRESTLINE is not responsible for removing any defective products from the structure in which they are installed, or for installing any replacement products or components provided by CRESTLINE pursuant to this limited warranty, or for any painting, refinishing or other work necessary to complete the installation of replacement products or components, all of which shall be the consumer's responsibility.

CLASS ACTION AND JURY TRIAL WAIVER

YOU AGREE THAT ANY DISPUTE TO INCLUDE, BUT NOT LIMITED TO, BREACH OF CONTRACT, BREACH OF WARRANTY, CLAIMS BASED IN TORT, NEGLIGENCE, PRODUCT LIABILITY, FRAUD, MARKETING, STATE OR FEDERAL REGULATIONS, ANY CLAIMS REGARDING THE ENFORCEABILITY OF THIS LIMITED WARRANTY, AND THE WAIVER OF JURY AND CLASS ACTION TRIALS ("DISPUTED CLAIMS") MUST BE BROUGHT IN YOUR INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. YOU ALSO AGREE THAT YOU ARE WAIVING THE RIGHT TO A TRIAL BY JURY AND AGREE TO HAVE ALL DISPUTES HEARD AND DECIDED SOLELY BY A STATE OR FEDERAL COURT.

OPT-OUT PROCEDURE

YOU MAY CHOOSE TO OPT OUT OF THE CLASS ACTION AND JURY TRIAL WAIVER BY SUBMITTING A WRITTEN OPT-OUT FORM THAT CAN BE FOUND ON CRESTLINE'S WEBSITE, WWW.CRESTLINELINEWINDOWS.COM/OPTOUT.PDF, WITHIN SIXTY (60) DAYS FROM THE DATE YOUR CRESTLINE PRODUCT IS INSTALLED. OPTING OUT OF THE CLASS ACTION AND JURY TRIAL WAIVER WILL NOT AFFECT ANY OTHER TERMS OF THIS LIMITED WARRANTY WHICH WILL REMAIN IN EFFECT.

GENERAL PROVISIONS

Selection and purchase of CRESTLINE products which conform to all applicable building codes and local ordinances is the sole responsibility of the architect, building contractor or homeowner. CRESTLINE assumes no responsibility for compliance with local building codes or ordinances, or for calculation and design of support mullions, structural support, or flashing required for installation. Consult with your local building code officials and/or a qualified contractor, architect or engineer for specific requirements.

THERE ARE NO OTHER EXPRESS WARRANTIES EXCEPT AS SET FORTH HEREIN. ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE ARE LIMITED IN DURATION TO THE PERIODS OF COVERAGE OF THE EXPRESS WARRANTIES SET FORTH IN THIS LIMITED WARRANTY. CRESTLINE SHALL NOT BE LIABLE FOR APPLICABLE TAXES OR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES INCLUDING, BUT NOT LIMITED TO, DAMAGE OR LOSS TO PERSONS OR OTHER PROPERTY.

Some states do not allow limitations on how long an implied warranty lasts, and some states do not allow the exclusion or limitation of incidental or consequential damages, so these limitations and exclusions may not apply to you. This warranty gives you specific legal rights, and you may also have other rights which vary from state to state.

Applicable Law

All Disputed Claims shall be governed and construed in accordance with the internal laws of the State of Wisconsin, regardless of any choice of law doctrine.

NO DISTRIBUTOR, SALESPERSON, DEALER, RETAILER OR OTHER REPRESENTATIVE OF CRESTLINE PRODUCTS HAS THE AUTHORITY TO ALTER OR CHANGE THESE WARRANTIES OR TO MAKE ANY OTHER WARRANTY EITHER VERBALLY OR IN WRITING.

Effective Date: September 1, 2015