

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: Appeal of Condemnation and Order to Vacate RLH VO 21-34, Viking Documents (Part one of two)
Date: Sunday, August 29, 2021 4:57:04 PM
Attachments: [MN DLI Complaint Viking part two of two.pdf](#)
[MN DLI Complaint Viking Part one of two.pdf](#)
[283 Curtice St E final packet.pdf](#)
[283 Curtice St. E.Amey Ltr.8-27-21.pdf](#)
[283 Curtice St. E.Amey Ltr.8-20-21.pdf](#)

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

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

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 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

Consumer Complaint Forum

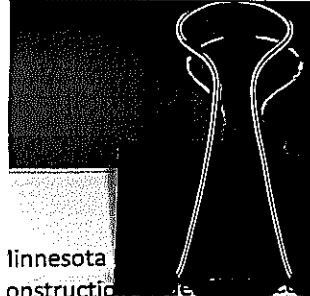
MN Dept of Labor & Industry

Consumer Complaint Forum

Dated 1-24-2020, Regarding

Viking Aluminum Inc.

Page 1 of 2



Minnesota Department of Labor and Industry
 Construction and Industry Division
 Enforcement Services
 43 Lafayette Road North St. Paul, MN 55155
 Phone: (651) 284-5069 / Fax: (651) 284-5746
 Website: www.dli.mn.gov
 Email: DLI.Contractor@state.mn.us

Save as PDF Print

m DEPARTMENT OF LABOR AND INDUSTRY
HAND DELIVERED

JAN 24 2020

CONSUMER COMPLAINT FORM FOR:

- Residential Building Contractor
 Places of Public Accommodation
 Electrical
 Plumbing
 Worker Misclassification

Fields marked with an asterisk * are required. Incomplete, inaccurate, illegible forms may be returned to the complainant. * TODAY'S DATE
 1/24/2020

LOCATION OF COMPLAINT
 *Street Address: 283 Curtice St E
 *County: Ramsey
 *City OR Township (Enter City if within city limits – Enter Township if outside city limits – DO NOT ENTER BOTH): St Paul
 *State: MN
 *Zip: 55107

*Case Title (Complaint details – Please attach any supporting documents: Contracts, proposals, change orders, closing statements, correspondence, etc.)
 Contract to install 10 Crestline Elite Premium Aluminum Clad Wood Double Hung Windows
(as well as other work in contract).

CONTACT INFORMATION FOR COMPLAINANT (PERSON FILING COMPLAINT)
 Complainant Business Name: [Blank]
 *Complainant Contact Name: Salina Amey
 *Complainant Street (Mailing) Address: 283 Curtice St E
 *Complainant City: St Paul
 *Complainant State: MN
 *Complainant Zip: 55107
 *Complainant Mobile Number: 651-310-0923
 Complainant E-Mail: salina_amey@hotmail.com

CONTACT INFORMATION FOR RESPONDENT (WHO COMPLAINT IS AGAINST)
 Respondent Business Name: VIKING ALUMINUM INC DBA VIKING EXTERIORS
 *Respondent Contact Name: John L. Meyer
 *Respondent Address: 901 N CONCORD ST
 *Respondent City: South St Paul
 *Respondent State: MN
 *Respondent Zip: 55075
 *Respondent Mobile Number: 651-256-1061
 Respondent Email: john@vikingexteriors.net

I AFFIRM THE INFORMATION ON THIS FORM, AND ATTACHED DOCUMENTS, ARE TRUE AND CORRECT
 Complainant Signature OR check box to confirm signature
Salina Amey
 *Printed/Typed Name of Complainant: Salina Amey

Follow-up: The Minnesota Department of Labor and Industry will review the complaint and contact both parties for further information and possible conflict resolution. You will be notified either by email, mail, or phone of any actions taken by the department. For more information on the complaint process, visit the department's website at: <https://www.dli.mn.gov/workers/homeowners/file-complaint-and-view-enforcement-actions>

AUTHORIZATION FOR RELEASE OF INFORMATION REGARDING COMPLAINT

Your name and other identifying information contained in your complaint are not public. This information will not be voluntarily shared with the subject of the complaint by the Department of Labor and Industry during its investigation unless you specifically authorize the department to do so. While you are not required to provide this authorization, failure to do so may impact the ability of the department to fully investigate your complaint.

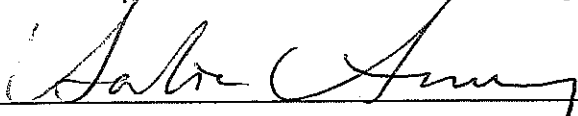
Do you authorize the department to share your name and the facts contained in your complaint with the subject of your complaint?

Please check Yes or No:

YES. I hereby authorize the Department of Labor and Industry to release my name as the complainant to the subject of the complaint for purposes of furthering the underlying investigation. I also authorize the Department of Labor and Industry to release to the subject of the complaint a copy of my complaint and the facts contained therein as the department deems necessary to assist in furthering the course of the investigation.

NO. I do not authorize the Department of Labor and Industry to release my name as the complainant, or a copy of the complaint, to the subject of the complaint. I understand that the department may or may not conduct an investigation of the matter but will not identify me as the source of the complaint or release a copy of my complaint to the subject of the complaint. I further understand that this may limit the extent of the department's investigation and may impact the outcome of the investigation.

Signature of Complainant OR check box to confirm signature



*Printed/Typed Name of Complainant

Salina Amey

Please complete, sign, date, and return this form, and any attachments by email, fax, or mail:

- ✓ Email: DLI.Contractor@state.mn.us
- ✓ Fax: 651-284-5746
- ✓ Mail: MN Dept. of Labor and Industry, CCLD -- Enforcement Services, 443 Lafayette Rd. No., St. Paul, MN 55155

If you have any questions, please call (651) 284-5069.



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. CK#
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

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.

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.

[Handwritten 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

[Handwritten Signature]
Signature

9/26/19
Date



SPECS BY LOCATION/TRADE

7/27/2017

Pre-Bid Site Visit: _____
 Bidding Open Date: _____
 Bidding Close Date: _____
 Initial: _____

Case Number: _____
 Project Manager: _____
 Phone: _____

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
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Trade: 10 Carpentry

2982	WINDOW--VINYL--LOW E DBL HNG DBL GLZ ENERGY STAR - W/TRIM	13.00	AL		<u>14,414</u>
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After establishing any required floor containment with polyethylene sheeting, wet mist, remove, wrap in polyethylene sheeting and dispose of any components containing Lead Based Paint. Detergent wash, rinse, allow to dry and HEPA vacuum any paint chips, dust and debris. Field measure and install a PVC, 1 over 1, double hung, double glazed, argon filled Low E window that meets the ENERGY STAR standards for this climate for U value and SHGC. Include 1/2 screen. Wrap exterior jamb and sill with .027" aluminum coil stock back caulked and nailed 6" on center. Retrim opening with casing, apron and stool to match existing. Prep for paint.
 Discuss window options with home owner.

*See attached
 Owners selection
 VIKING'S CONTRACT
 FOR ALL ITEMS
 LISTED BELOW.*

3010	STORM WINDOW--WHITE ALUMINUM	2.00	EA		<u>N/A</u>
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Field measure, fabricate, caulk and install an enameled, aluminum, double hung, triple track storm window with fiberglass screen. Storm window meeting rails must align with meeting rails on prime window and weep holes must drain. Caulk with low VOC caulk.
 Storm windows for the office bedroom.

3184	DOOR -- PREHUNG METAL ENTRANCE -- ENERGY STAR	1.00	EA		<u>N/A</u>
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Install a certified 36" insulated prehung steel door, clear low e glass for any window, a passage latch and double cylinder dead bolt keyed to match the deadbolts of other exterior doors.
 Home owner to approve door selection.

3210	STORM DOOR--ALUMINUM	2.00	EA		<u>4,218</u> <u>N/A</u>
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Install an aluminum combination storm and screen door with white baked enamel aluminum finish and top chain.
 Discuss door type, home owner would like security doors.

Trade: 15 Roofing

4620	FLASH CHIMNEY/ CHIMNEY REBUILD	1.00	EA		<u>4,892</u>
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Inspect chimney to locate cause of leaking through the bricks to inside of house, repair and or replace as required. If chimney needs a rebuild match existing brick type and design, install chimney cap, check flashing, step flash top and down sides of chimney 1/2" into mortar joints using .027 aluminum or copper. Counter flash completed assembly with aluminum or modified bitumen. Guarantee assembly from leaks for 10 years.

4635	GUTTER--5" SEAMLESS ALUMINUM	1.00	LF		<u>N/A</u> <u>4,710</u>
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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		<u>2,880</u>
	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		410.5 N/A
	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				

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. 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 N/A 400.00 TIME & METER APPROX 400.00 1.00 EA 357.5 N/A 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 564.00 N/A

Replace KITCHEN faucet

NA 604.00 Location Total: _____

Unit Total for 283 E Curtice Street, Unit Unit 01: ~~\$24,599.~~

Address Grand Total for 283 E Curtice Street: _____

Bidder: John Meyer

651-248-4207
651-256-1061



\$19,186. ⁰⁰	TOTAL Amount
593. ⁰⁰	DEPOSIT
<hr/>	CK # 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).

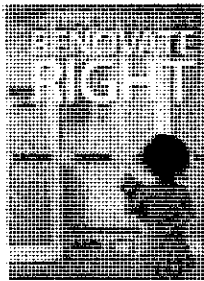
Anyhow, despite the frigid weather conditions I do expect that reasonable efforts to ensure dust control will be followed.

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

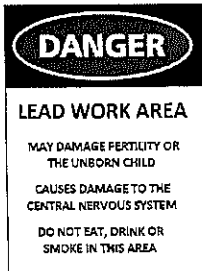
Prior to beginning the renovation, have the contractor explain to you how the work area will be set up. Have them explain how they are going to ensure that dust doesn't leave the work area. Here is a short list of what you should see before and during the renovation project:



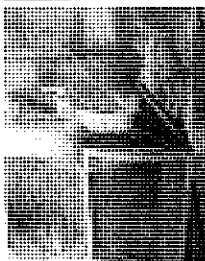
The renovator must either check to see if there is lead paint present by using an EPA approved test kit, or must assume the paint is lead paint. ***Paint chip sampling may only be done by an MDH licensed paint inspector or risk assessor.***



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

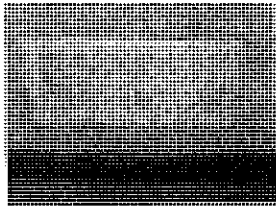


Lead warning signs must be posted around the work area.

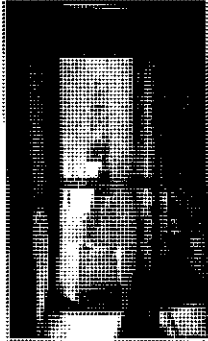


All moveable objects, like furniture, toys, window treatments, etc. must be removed from the work area. All non-movable objects must be covered.

All heating/air conditioning duct



openings in the work area must be sealed with plastic.



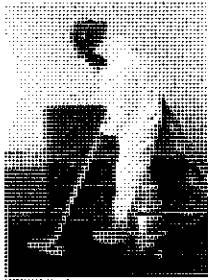
Doorways entering the work area must have plastic sheeting covering them to prevent the spread of dust.



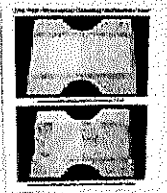
The floor of the work area must have plastic sheeting that extends at least 6 feet out from the area where the renovation is occurring.



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

Window installation

Salina Amey <salina_amey@hotmail.com>

Tue 11/12/2019 5:00 PM

To: John Meyer <john@vikingexteriors.net>

Cc: Matt Brown <mbrown@nwhomepartners.org>

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

Hi John,

You did not stop by at all today to check on the window installation. There are issues with the installation that we need to discuss. When you called on the phone this morning you insisted that I needed to leave your subcontractors alone to do their job and that they are doing everything correctly, and yet you did not stop by to verify this.

Some of the window top and bottom sashes are not coming together in a straight line and are difficult to lock because they are not lined up.

The rear kitchen window is visibly not level, and this was backed up by placing a level along it.

The man who is doing the aluminum wrap work is not closing the gap between the window frame and the window... all he did was put sealant on the bare wood there. When we entered into contract our agreement was that aluminum wrap would be installed to cover all bare wood left exposed by the removal of the storm windows. I'm also wondering if a bead of sealant is supposed to go between the aluminum wrap and the window itself.

It was my impression that these custom made windows could be constructed with a sill angle close to that of my sill. There is a very significant gap between the bottoms of the windows and the sill because the window sill angle is a lot less than my houses sill angle. There is a big gap underneath the windows that is not insulated and not protected from the elements.

I would like to know if a mistake was made in measuring the sill angle or if the correct sill angle was not available. This gap needs to be finished off. It needs to be insulated, have some kind of wood piece put in there, and then have aluminum wrap put against the wood. The installer did put a thin piece of aluminum way deep under the window, but it does not protect my house from the elements and allows water to get in there.

Also, we discussed the fact that I did not personally know how well the weight sockets of my window frames had been insulated, and you assured me that they would be very well insulated by the installers if need be. There is very little fiberglass insulation in these pockets and yet the installers are saying that there is not a need to fully insulate these openings. I feel these pockets should be fully insulated because that was our agreement. The windows have large gaps not just under the sill, but on both of the sides and the top as well. I'm thinking that these gaps could best be filled with foam insulation, which should be easy to put in from the outside after the interior stops are put back in place.

I did stop by at Menards late this afternoon to discuss my concerns about the window installation with the salesmen in the window area and they shared my concerns and advised me to halt the installation until my concerns are addressed. I am in agreement with them.

Salina

FYI

Salina Amey <salina_amey@hotmail.com>

Mon 11/11/2019 9:15 AM

To: John Meyer <john@vikingexteriors.net>

Hi John,

I did an online search with regards to hacking off the blind stops of my window openings with a saw. It is not a good thing to do to an old house according to the information that I have found, and so I do not give permission to have this part of the structural part of my window frames damaged or destroyed. You mentioned that you could have them sawed off and then glued back on but I think it is best to leave them intact. These windows cost me about \$1000.00 each, and even though it might make the job easier to saw off parts of my house to install them, that feels unreasonable to me. The last time the windows were replaced they were very easily installed from the inside, and this is how I would like them to be installed again.

Thanks for understanding. I have lived in this 100 year old house for thirty years, and I'm doing my best to care well for it so that it will last for another 200 years.

Following is what I copied and pasted from a sight on the issue:

"We don't mess with the blind stop as it provides weather protection around the opening. I've seen too many replacement window installations where the blind stop is hacked away, an insert is installed from the outside, & fiberglass is stuffed around the window in an effort to stop drafts. It doesn't work. Air & moisture can & often do make their way around the window & customers wonder why their new windows are drafty or leaky.

Leaving the blind stop intact provides a point to seal the insert window to, in turn minimizing air & moisture intrusion. It also provides a dam for your low expanding foam around the perimeter to bump against, keeping it from making its way to the exterior."

Regards,
Salina

Building Permit

Salina Amey <salina_amey@hotmail.com>

Wed 11/13/2019 7:55 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>

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

Good Morning John,

I have asked Isaac Stensland, the building inspector for my neighborhood, to come take a look at the window installation issues that I am concerned with. Isaac has informed me that a building permit is required for window replacement in St Paul. It was my understanding that per our contract, the pulling of required permits was your responsibility. Please clarify your understanding of our contract, as one way or another this permit must be pulled ASAP.

Also, I went to Menards website and see that just as I recalled, my custom order windows had three options for sill angle. My sill angle required the maximum 10-14 degree option be ordered, but you ordered the most flat sill. I'm very concerned about the large unsupported gap under the windows.

In addition, Crestline was to be given the rough openings of the windows and they then custom make the window to fit snugly inside those openings. You gave them dimensions smaller in height and width than my openings and the interior trim stop does not cover the gaps.

Also, this morning I read the installation instructions and these windows are required to be set against exterior stops on the sides and top. The windows that have already been installed are not set against stops. These stops are critical to the stability and weather-tightness of the windows. They were to be built if not in place as specified.

All in all, I'm very concerned about the situation with the windows and want them inspected by Isaac before considering any further work on installing them. I do not have contact information for Junior and his associate and hope you will relay this message to them ASAP.

Salina Amey
651-310-0923

Crestline Representative

Salina Amey <salina_amey@hotmail.com>

Wed 11/13/2019 3:42 PM

To: isaac.stensland@ci.stpaul.mn.us <isaac.stensland@ci.stpaul.mn.us>

Cc: John Meyer <john@vikingexteriors.net>; Matt Brown <mbrown@nwhomepartners.org>

Hi Isaac,

Thanks for coming out to meet with John and myself, today. I like your plan of having a Crestline representative come out to see if the windows are installed in a manner that meets their warranty requirements. I was able to submit an online request for assistance and hope to hear back in the near future. They are located in Medford, WI, about three hours driving distance away.

Regards,
Salina Amey



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.

11-18-2019

"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 closes 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."

11-18-2019

In bold, capital letters, and bigger words: **"IMPORTANT: The outside stops (blind stops) cannot exceed ½" in depth from the outer edge of the stop to the old window frame (FIGURE 9). Check stops around entire opening making adjustments to reach the ½" maximum depth."**

Page 4." Window Installation- Check Fit 1. Insert new window unit into opening to check fit. Unit must fit within the outside stops **(FIGURE 2)** and sit flush against the stops face."

Remove window unit after checking fit. Make adjustments to the opening/stops to obtain a good fit. A shim space is needed on sides and top: none required at the sill."

Page 5. "Window Installation (cont.) **For Units Without Sill Angle Bracket**

1. Use a high-quality, neutral cure, exterior silicone sealant (compatible with aluminum, the old sill, and jambs). Lay continuous generous caulk beads along the interior side of the head and side outside (blind) stops, and outer face of the stool **(FIGURE 4)**.
2. Also lay two additional beads along the sill, from side-to-side, to seal the new unit's sill to the old sill. Be sure all locations shown in **(FIGURE 4)** receive a continuous generous caulk bead."

This was not possible as my house has the standard sill angle of fourteen degrees, and John Meyer ordered windows designed to fit into homes with sill angles between five degrees and nine degrees. As a result, the entire weight of each installed window is resting on the line of contact between the sill and stool. The weight of each window is unsupported from the stool to the outside edges of each unit. This is likely the reason why upper and lower sashes are not aligning, and also why some of the installed windows can only be locked by applying considerable force.

3. From the interior, lift the window into the opening. Bottom inside edge rests tight against the stool and sits on sill caulking Outside edges of side frame and head must butt tightly against caulk bead applied to outside stops **(FIGURE 5)**."

This was not possible as outside stops come in just ½" along sides and top of my rough opening. Windows ordered are not tall enough or wide enough to butt up against these stops. Even if new blind stops were built to support windows their warranty would be invalidated because installation directions state the following on page 3:

"IMPORTANT: THE OUTSIDE STOPS (BLIND STOPS) CANNOT EXCEED ½" IN DEPTH FROM THE OUTER EDGE OF THE STOP TO THE OLD WINDOW FRAME (FIGURE 9)."

There are separate installation instructions for windows that are not custom made. Windows that are not custom made have flat sills and come with an angle support bracket in order to

11-18-2019

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

Load Date 10/23/2013
Order 551475418-7-1

1 of 1
Qty: 1

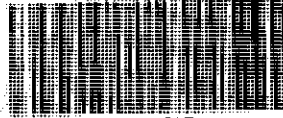
Crestline

MENARDS WEST ST PAUL #3017

1445 ROBERTS ST S
WEST ST PAUL, MN 55118

*Custom-made
windows
tag*

PO: **WSTP30380018**



Job:

Location: **VIKING EXTERIORS**

8118 Elite Premium Clad Replacement

Double Hung Tilt

Rectangle

Brand: CL

1 Wide

White AAMA 2605 KW3C40765

Aluminum Clad

Exterior Sash Color: White AAMA 2605

Complete Unit

Jb to Jb/Frame Size

Pine Interior Mat

Int Stained: Pre-finished White

AAMA 2605 Paint

Frame Style: Double Hung

Ext Sash/Insert Mat: Aluminum Clad

Ext Sash/Insert Clr: White AAMA 2605

Operating

Sash Div: Even

R/O 27 7/8" x 53 3/4"

JB--JB: 27 5/8" x 53 1/2"

*Rough opening
Custom
Window
Size*

551475418-7-1

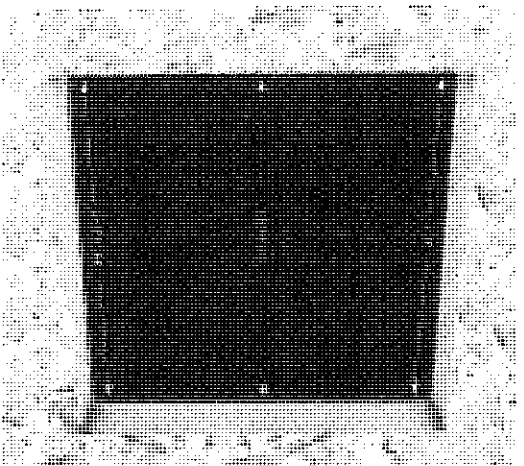
Weather Shield Mfg., Inc.
Product compliant with TSCA Title VI

*1/4" Difference
both
height
and
width.*

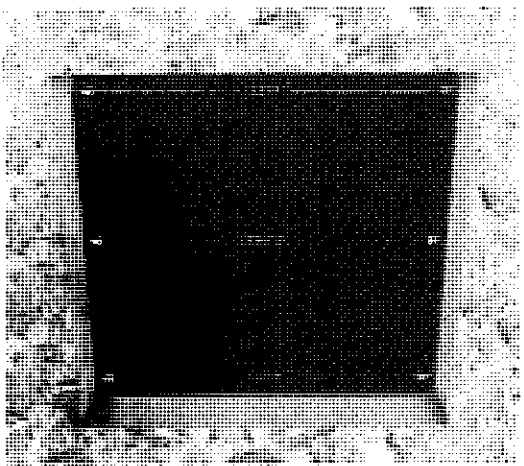
10

**HOW TO MEASURE FOR
STANDARD ROUGH OPENING**

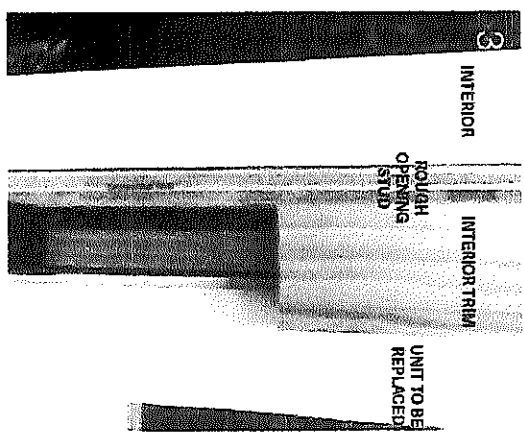
Rough Opening in the most recommended method for ordering windows and doors.
 Select from standard rough openings in the dropdown list for the most common rough opening sizes.
 Rough Opening is the size of the opening the new unit will be installed into.



1. Measure the width horizontally from stud to stud in three places, top, center and bottom then record the smallest of the three sizes as your Rough Opening width dimension.



2. Measure the height vertically from stud to stud in three places, left, center and right then record the smallest of the three sizes as your Rough Opening height dimension.



3. If you plan to remove and replace an entire existing unit, remove interior trim to get accurate Rough Opening dimensions as shown in Steps 1 & 2.

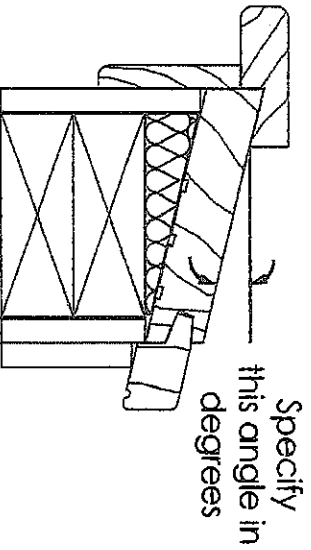


4. Crestline will downsize the unit from the Rough Opening provided to allow room to adjust the new unit for square, level and plumb.

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

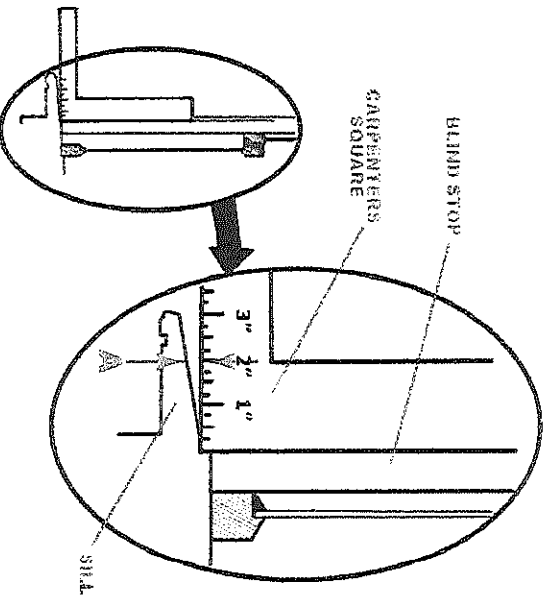
Measuring Sill Angle

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



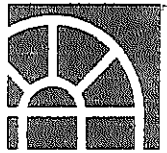
0-4
Degrees flat
5-9
Degrees flat
10-14
Degrees Max

- **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.



Crestline LIMITED WARRANTY

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. Innovations: Wood Shield®, Symmetry Balance System®, TriCore® Frame Technology, EasyCare®, Zo-e-shield™

WARRANTY COVERAGE

Insulated Glass Hermetic Seal – Lifetime

CRESTLINE warrants the insulated glass, if any, against failure of the hermetic seal. During the first twenty (20) years after the date of purchase, CRESTLINE's obligations under this warranty shall be limited to, at its option, repair or replacement of the insulated glass only (FOB the original point of delivery), or refund of the original purchase price of the insulated glass. After twenty (20) years from the date of purchase, CRESTLINE's obligations under this warranty shall be limited to granting a prorated credit against the then current list price of comparable new replacement insulated glass. Such credit shall be computed on the basis of the number of years from the date of purchase as follows:

Years from Date of Purchase	Amount of Credit
0 to 20	100%
21 to lifetime	10%

Vinyl Clad Products - Lifetime

CRESTLINE warrants its vinyl exterior cladding, to be free from defects in material and workmanship and to not rot, rust, crack, pit, corrode, peel, blister or flake. For any products or parts determined by CRESTLINE to contain defects in material or workmanship, CRESTLINE will, at its option, repair the product or parts at no charge, or provide replacements at no charge, or refund the original purchase price of the product or part containing the defect. Decisions as to whether to repair, replace, or refund shall be made by CRESTLINE, in its sole discretion.

Window and Patio Door Product – Twenty Years

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.

Wood Rot

Wood Shield Clad Wood Products – Thirty Years

Maintained clad wood products shall be warranted against wood rot for a period of THIRTY (30) years. Mildew and other discoloration due to condensation is not considered rot and not covered. Products in contact with the ground are not warranted against wood rot.

Wood Shield Clad Wood Products – Ten Years

Maintained primed /unprimed (unclad) wood products finished pursuant to installation instructions shall be warranted against wood rot for a period of TEN (10) years. Mildew and other discoloration due to condensation is not considered rot and not covered. Products in contact with the ground are not warranted against wood rot.

Laminated Glass – Five Years

Laminated glass shall be free from defects in material and workmanship for a period of FIVE (5) years.

Decorative Glass – Five Years

Decorative glass shall be free from defects in material and workmanship for a period of FIVE (5) years.

Factory-Applied Interior Finishes – Five Years

Factory-applied interior finish or stain is warranted against peeling, checking, or cracking for FIVE (5) years. Standard factory-applied primer is not a finish coat.

Hardware Finish – Ten Years

Corrosive-resistant finishes and seacoast hardware packages installed within one mile of a corrosive environment shall be warranted for TEN (10) years unless marred or scratched. The above conditions/exclusions apply.

Glass Stress Cracks – One Year

Glass shall be warranted against stress cracks for ONE (1) year.

Transferability – Ten Years

This warranty is transferable to subsequent owners. This transferred warranty is the lesser of TEN (10) years or the period specified from the date of manufacture.

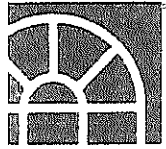
NON COVERAGE

- Normal wear and tear, weathering and natural variations in wood color or texture are considered normal and not a product defect.
- Normal wear and tear of hardware and hardware finishes that can naturally occur (e.g. corrosion, tarnishing) or damage at construction site.
- Products not installed pursuant to our installation instructions attached to each unit.
- Minor scratches, slight glass curvature or glass imperfections are natural variances in glazing and do not impair structural integrity or significantly obscure normal vision.
- Repairs, refinishing or similar activities involved when skilled labor installs or replaces products.
- Condensation and any related water damage (such as mold or wood rot due to water or ice build up), which occur as a result of humidity within the property or changes in the interior/exterior temperatures, do not indicate a defect. Contact a heating/cooling specialist to assist.
- Products installed in a non-vertical position, discoloration of non-visible parts, or failures or operating difficulties due to accident, acts of God, abuse, misuse, alteration, exposure to the elements, improper or insufficient handling, storage, maintenance or service including, but not limited to, obstruction of weep holes. Installation of units must be finished and operated in accordance with our installation instructions attached to each unit.
- Failures or operating difficulties resulting from use of high-expansion foam insulation, incompatible sealant, cleaning agent, or exposure to corrosive, unusual, harmful or aggressive substances, acid rain, fumes or condensates, subjection to abnormal stress from localized application of heat, excessive vibration or movement of buildings or foundations or to other abnormal physical stress or use in high humidity areas.
- Products installed in buildings with cladding systems that do not allow for proper management/drainage of moisture (e.g. EIFS or synthetic stucco without an engineered drainage system).

(cont. other side)

Warranty Exclusion





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

Fw: New Service Request

Salina Amey <salina_amey@hotmail.com>

Wed 11/20/2019 10:52 AM

To: region3.support@weathershield.com <region3.support@weathershield.com>

Hi Mary,

Here was my first request for assistance. It better explains the problems. Nobody ever called me about it and so I spoke to the person at Menards who took the window order (Mike).

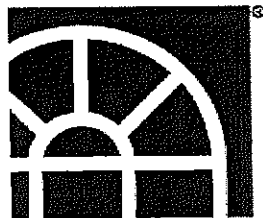
Salina Amey

From: Menards Guest Services <menards.fieldservice@crestlinewindows.com>**Sent:** Wednesday, November 13, 2019 4:08 PM**To:** salina_amey@hotmail.com <salina_amey@hotmail.com>**Subject:** Re: New Service Request

Hello Salina,

We have received your information and we will have one of our team members respond back accordingly.

Thank you,

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

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 Wed, Nov 13 at 3:39 PM , salina amey <salina_amey@hotmail.com> wrote:
CrestlineServiceRequestID: 2417

First Name*: Salina

Last Name*: Amey

Address*: 283 Curtice St E.

City*: St Paul

State*: MN

Zip Code*: 55107

County*: Ramsey

Phone Number*: 651-310-0923

Evening Phone:

Cell Phone:

Email*: salina_amey@hotmail.com

Menards Location: W. St Paul, MN

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: 551475418-3-1

Retail SKU Number: Custom made windows

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: aluminum

Screens Qty:

Hardware Type:

Hardware Color:

Hardware Quantity:



Location:

Rooms Located:

Brief Description of Problem*: My contractor (John Meyer of Viking Exteriors) ordered ten double hung windows to install in my home. He subcontracted the install work. The windows are significantly smaller than the frame and the sill angle is much less than my home's sill angles. My local building inspector wants you to come out to inspect how the windows were installed as there are some irregularities and he is not an expert in your brand of windows. Inspector is Isaac Stensland of St Paul building codes. Could you please send a representative out to my home. We need to know if the manner of install is adequate for warranty. The contractor does not want to order the correct size windows, but that is what I feel is the right thing to do. Menards will accept the windows as a return for a modest stocking fee. Your help would be very much appreciated.

Have you requested service before?*: False

If Service Requested Before, Date:: 11/15/2019

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

Contractor?: False

Dealer/Store?:

Service Technician?:

Upload file:

Form inserted: 11/13/2019 3:37:54 PM

Form updated: 11/13/2019 3:37:54 PM

Building Inspector Appointment

Salina Amey <salina_amey@hotmail.com>

Mon 11/25/2019 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>

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

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

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 be 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.

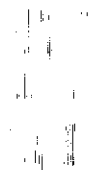
Thank you,

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@vikingexteriors.net

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



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.

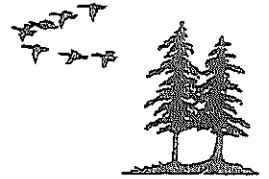
I did read your proposal, but what I want is for you to honor our contracted agreement which was for custom fitted windows that were to be ordered to fit precisely in my window openings. I have been in communication with the window manufacturing company (Crestline), and have learned that they will not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

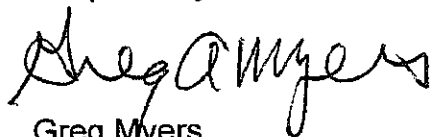
Please add these records to your file for the property.

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

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

Consumer Complaint Form
MN Dept of Labor & Industry
Consumer Complaint Form
Dated 1-24-2020, Regarding
Viking Aluminum Inc.

Page 2 of 2

Re: 283 Curtice

Salina Amey <salina_amey@hotmail.com>

Thu 12/19/2019 10:11 AM

To: John Meyer <John@vikingexteriors.net>

Cc: Matt Brown <mbrown@nwhomepartners.org>

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

Hi John,

January 2nd at 1 p.m. is on my calendar. Thanks for setting up this appointment with Isaac Stensland, St Paul Bldg. Inspector.

As a point of clarification, this is not an appointment to "re-inspect" a window. Inspector Isaac Stensland came to my home on Wednesday, Nov. 13th at my request when I called him with concerns about the windows that your subcontractors installed. Upon your request, I allowed you to be present when Inspector Stensland was at my home.

Inspector Stensland gave verbal orders for you to schedule an appointment with him so that he could inspect (by taking off the trim) of one of the windows and he also stated that he wanted to be present to observe the the method of installation of one of the uninstalled windows.

As I explained in a detailed letter which I sent to Inspector Stensland, I do not believe it is possible for the windows to be able to pass inspections, because they are the wrong size and sill angle for my window rough openings. It is my understanding that if the windows are installed in such a manner as to void their warranty, then they can not pass inspections.

I have been in contact with representatives of Crestline Windows, and they have informed me that based upon the information I gave them the windows have lost their warranty.

Following is my understanding of what is required for the warranty to be valid, and the reasons for which I believe it is not:

Crestline Windows 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 the Crestline website, I should have been provided warranty information from the installation packet by your installers but I was not given anything.

I carefully read the Crestline Elite Clad Window 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."

In bold, capital letters, and bigger words: **"IMPORTANT: The outside stops (blind stops) cannot exceed ½" in depth from the outer edge of the stop to the old window frame (FIGURE 9). Check stops around entire opening making adjustments to reach the ½" maximum depth."**

Page 4." Window Installation- Check Fit 1. Insert new window unit into opening to check fit. Unit must fit within the outside stops (**FIGURE 2**) and sit flush against the stops face."

Remove window unit after checking fit. Make adjustments to the opening/stops to obtain a good fit. A shim space is needed on sides and top: none required at the sill."

Page 5. "Window Installation (cont.) **For Units Without Sill Angle Bracket**

1. Use a high-quality, neutral cure, exterior silicone sealant (compatible with aluminum, the old sill, and jambs). Lay continuous generous caulk beads along the interior side of the head and side outside (blind) stops, and outer face of the stool (**FIGURE 4**).

2. Also lay two additional beads along the sill, from side-to-side, to seal the new unit's sill to the old sill. Be sure all locations shown in (FIGURE 4) receive a continuous generous caulk bead."

This was not possible as according to my measurements, my house has the standard sill angle of fourteen degrees, and the Crestline Windows that were ordered were made to fit into homes with sill angles between five degrees and nine degrees. As a result, the entire weight of each installed window is resting on the line of contact between the sill and stool. The weight of each window is unsupported from the stool to the outside edges of each unit. This is likely the reason why upper and lower sashes are not aligning, and also why some of the installed windows can only be locked by applying considerable force and two of the windows can not be locked at all.

3. From the interior, lift the window into the opening. Bottom inside edge rests tight against the stool and sits on sill caulking Outside edges of side frame and head must butt tightly against caulk bead applied to outside stops (FIGURE 5)."

This was not possible as outside stops come in just ½" along sides and top of my rough opening. Windows ordered are not tall enough or wide enough to butt up against these stops. Even if new blind stops were built to support windows their warranty would be invalidated because installation directions state the following on page 3:

"IMPORTANT: THE OUTSIDE STOPS (BLIND STOPS) CANNOT EXCEED ½" IN DEPTH FROM THE OUTER EDGE OF THE STOP TO THE OLD WINDOW FRAME (FIGURE 9)."

There are separate installation instructions for windows that are not custom made. Windows that are not custom made have flat sills and come with an angle support bracket in order to 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 subcontracted installer 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.

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.

It is my belief that the windows need to be re-ordered with the correct measurements and sill angles 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.

I am glad that Menards has a very generous policy of allowing custom made windows to be returned for a modest restocking fee of 25%.

From my perspective, the best resolution for the problems with the windows is for the proper sized windows to be ordered and properly installed.

By the way, I have learned that you did not take out a building permit for the removal of the chimney and the patching of the roof. This omission should be corrected as soon as possible.

Regards,

Salina Amey

From: John Meyer <John@vikingexteriors.net>
Sent: Thursday, December 19, 2019 8:02 AM
To: Salina Amey <salina_amey@hotmail.com>
Cc: Sheila Meyer <Sheila@vikingexteriors.net>
Subject: RE: 283 Curtice

Salina,

I would like to set a time with you, my installer and the building inspector to re-inspect one of the units per your request. January 2nd @ 1:00 pm seems to work best for all parties. Please let me know if this time doesn't work with you. Also make sure all your smoke and carbon monoxide detector are in proper locations and in working order.

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@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: Wednesday, December 11, 2019 9:43 AM
To: John Meyer <John@vikingexteriors.net>
Cc: Matt Brown <mbrown@nwhomepartners.org>
Subject: Re: 283 Curtice

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

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@vikingexteriors.net

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

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





DOUG MADDUX IN STILLWATER, MN

Updated 4/15/2014

[Write Review](#)

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[Claim](#)

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Doug Maddux is listed as a Chief Executive Officer with St. Croix Home Improvement Inc. in Minnesota. The address on file for this person is 221 Bayberry Ave Ct, Stillwater, MN 55082 in Washington County.

The company is a Minnesota Business Corporation (Domestic), which was filed on May 8, 2000. The filing status is listed as Active / In Good Standing. The address on file for this company is 221 Bayberry Ave Ct, Stillwater, MN 55082 in Washington County.

The Registered Agent of record is (Optional) None Provided.

[View Nationwide Phone Book Listings For Doug Maddux](#)


Contact Information

First Name: Doug

Last Name: Maddux

Full Name: Doug Maddux

Title: Chief Executive Officer

Address:  221 Bayberry Ave Ct
Stillwater, MN 55082

County: Washington

Area Code: 612/651/952

Company Name: St. Croix Home Improvement Inc.

Principal Address:  221 Bayberry Ave Ct
Stillwater, MN 55082

Sponsored Links

Sponsored Links

ADDITIONAL LINKS

[Contact Us About The Company Profile For St. Croix Home Improvement Inc.](#)

[View People Named Doug Maddux in Minnesota](#)

[View People Named Doug Maddux Nationwide](#)

[Search All People In Minnesota](#)

[Order Business Services For St. Croix Home Improvement Inc.](#)

Doug Maddux was sent by WeatherShield as a warranty rep. in Dec., but I never heard back from him or WeatherShield.

Re: Salina Amey Project

Salina Amey <salina_amey@hotmail.com>

Tue 1/7/2020 5:24 PM

To: Stensland, Isaac (CI-StPaul) <isaac.stensland@ci.stpaul.mn.us>; John Meyer <John@vikingexteriors.net>

Hi Isaac,

The name of the part that non-custom fit units have is called "sill angle support bracket".

On page seven of the window installation instructions, #8 it states "From the interior, lift the window into the opening. Bottom inside edge rests tight against the stool and sits on sill caulking. Outside sill bottom sits on angle support bracket."

These custom fit windows did not come with this angle support bracket. The angle support bracket is screwed into the sill prior to the window being put in. None of this happened.

I don't know what information Joseph Dowden was provided and I don't know what his responses were. I need to see this information.

John, I am waiting for you to send me all correspondence you have had with Weather Shield, including both what you sent to Joseph Dowden and what Joseph Dowden sent to you.

Salina

From: Stensland, Isaac (CI-StPaul) <isaac.stensland@ci.stpaul.mn.us>
Sent: Tuesday, January 7, 2020 7:35 AM
To: John Meyer <John@vikingexteriors.net>
Cc: salina_amey@hotmail.com <salina_amey@hotmail.com>
Subject: RE: Salina Amey Project

John,

Thanks for passing this along. It appears the manufacturer will honor the warranty without the sill angle clips which would be acceptable in this case.

Please provide all warranty information including manufacturers email and drawings to Salina for her documentation should she need them.

A couple of things I still need to verify;

- 1) smoke alarms and CO's were not in per code at last visit

2) nail holes in sills where storms were removed must be taken care of to prevent leaks.

Isaac Stensland
Building Inspector
Dept of Safety and Inspections
375 Jackson St. Suite 220
Saint Paul, MN 55102
P: 651-266-9028
F: 651-266-9099
isaac.stensland@ci.stpaul.mn.us

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" DSI's Mission: To preserve and improve the quality of life in St. Paul by protecting and promoting public health and safety for all."

-----Original Message-----

From: John Meyer [<mailto:John@vikingexteriors.net>]
Sent: Monday, January 6, 2020 2:42 PM
To: Stensland, Isaac (CI-StPaul) <isaac.stensland@ci.stpaul.mn.us>
Subject: FW: Salina Amey Project

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

Hi Isaac,

Below is the email I received from the manufacture. As you know from our previous inspection that the blind stops were also covered with aluminum and sealed.

Let me know if you have any more questions.

Thanks John

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>

-----Original Message-----

From: Dowden, Joseph <Joseph.Dowden@weathershield.com>
Sent: Monday, January 6, 2020 2:12 PM
To: John Meyer <John@vikingexteriors.net>
Subject: RE: Salina Amey Project

John,

The aluminum filler method that you are using looks good. The aluminum filler will need to be applied at the same location as the blind stop to prevent water infiltration into that area. If the installation is done in this manner the warranty will be valid.

Joseph M. Dowden
Technical Support Weather Shield Windows & Doors p 715.748.2100 ext.2619 c 715.965.3009
Joseph.Dowden@weathershield.com

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-----Original Message-----

From: John Meyer <John@vikingexteriors.net>
Sent: Monday, January 6, 2020 9:41 AM
To: Dowden, Joseph <Joseph.Dowden@weathershield.com>
Subject: FW: Salina Amey Project

Please see attached Pictures.

-----Original Message-----

From: John Meyer
Sent: Monday, January 6, 2020 7:25 AM
To: Dowden, Joseph <Joseph.Dowden@weathershield.com>
Subject: Salina Amey Project

Good morning Joseph,

Attached is just a drawing of what we have done. But please remember this is not a vinyl pocket of the detail of what you had forwarded But a Crestline Elite Premium Clad unit most common size 27.625 X 53.5 Ill get a couple of pictures and forward them over.

Thanks,

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

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



-----Original Message-----

From: Dowden, Joseph <Joseph.Dowden@weathershield.com>
Sent: Friday, January 3, 2020 3:11 PM
To: John Meyer <John@vikingexteriors.net>
Subject: FW:

John,

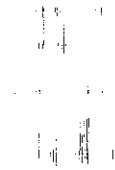
Please see attached drawing and pictures that is available to cover the sill, head and sides.

Joseph M. Dowden
Technical Support Weather Shield Windows & Doors p 715.748.2100 ext.2619 c 715.965.3009
Joseph.Dowden@weathershield.com

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From: Dowden, Joseph <Joseph.Dowden@weathershield.com>
Sent: Friday, January 3, 2020 2:43 PM
To: Dowden, Joseph <Joseph.Dowden@weathershield.com>
Subject:



Correspondence with Weather Shield

Salina Amey <salina_amey@hotmail.com>

Tue 1/7/2020 5:26 PM

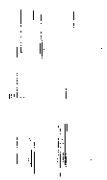
To: John Meyer <john@vikingexteriors.net>

Hi John,

Inspector Isaac Stensland has instructed you to send me all correspondence that you have had with a technician at Weather Shield window company.

I am waiting for all of this information.

Salina Amey



Re: Salina Amey Project

Salina Amey <salina_amey@hotmail.com>

Thu 1/9/2020 6:34 AM

To: Stensland, Isaac (CI-StPaul) <isaac.stensland@ci.stpaul.mn.us>; John Meyer <John@vikingexteriors.net>

Cc: Joseph Dowden <Joseph.Dowden@weathershield.com>; Brandon Brunner <brandon.brunner@weathershield.com>

Hi Isaac,

I sent John Meyer an email two days ago confirming that I need to see all correspondence he has had with Joseph Dowden of Weather Shield, and he has yet to comply with your order and my request.

Additionally, it does not appear based upon this email chain that what John Meyer was communicating about with Joseph Dowden has any bearing upon the warranty concerns that we have been discussing.

1. It appears Joseph Dowden was under the impression that the windows installed are vinyl windows, not the Crestline Premium Aluminum Clad Custom Fit windows that were ordered.
2. Joseph Dowden is responding with regards to "covering" the sill. The concern is the fact that the custom made windows were designed to sit on the existing sills but do not because John Meyer ordered the wrong sill angle. The windows are not supported by either the existing sills or a sill angle support bracket as described on page iii of the Weathershield installation manual Part No. 1238678 Inst 241 01/09.
3. Joseph Dowden of Weather Shield responds "The aluminum filler method that you are using looks good. The aluminum filler will need to be applied at the same location as the blind stop to prevent water infiltration into that area." This is the location that drawing indicate the custom made windows are supposed to be sitting on the sill... they do not. There is a gap extending all the way to the interior stoop underneath all the windows that were installed. The installed windows are unsupported from the stoop to the outside. This large gap allows air and water infiltration to enter into my house risking serious damage to my home. It is because the exterior sides of these heavy windows are completely unsupported from beneath that none of the sashes align and it is extremely difficult to lock all of the windows.
4. Joseph Dowden was apparently not made aware that John Meyer did not give the rough opening measurements of the windows, but rather deliberately chose to give smaller measurements and as a result the windows were not installed with the shims that came with the windows but instead doubled up large plastic shims instead. The gaps along the sides and top of the windows are smaller than the interior trim. The windows were designed to fit snugly in the openings, but do not fit any of the dimensions.
5. John Meyer's installation failed two inspections, and now he is claiming that the manufacturer has approved his installation but given the discrepancies in the chain of email I see here, that does not appear to be so.

Salina Amey

From: Stensland, Isaac (CI-StPaul) <isaac.stensland@ci.stpaul.mn.us>

Sent: Tuesday, January 7, 2020 7:35 AM

To: John Meyer <John@vikingexteriors.net>

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

Subject: RE: Salina Amey Project

John,

Thanks for passing this along. It appears the manufacturer will honor the warranty without the sill angle clips which would be acceptable in this case.

Please provide all warranty information including manufacturers email and drawings to Salina for her documentation should she need them.

A couple of things I still need to verify;

- 1) smoke alarms and CO's were not in per code at last visit
- 2) nail holes in sills where storms were removed must be taken care of to prevent leaks.

Isaac Stensland
Building Inspector
Dept of Safety and Inspections
375 Jackson St. Suite 220
Saint Paul, MN 55102
P: 651-266-9028
F: 651-266-9099
isaac.stensland@ci.stpaul.mn.us



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Sent: Monday, January 6, 2020 2:42 PM

To: Stensland, Isaac (CI-StPaul) <isaac.stensland@ci.stpaul.mn.us>

Subject: FW: Salina Amey Project

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

Hi Isaac,

Below is the email I received from the manufacture. As you know from our previous inspection that the blind stops were also covered with aluminum and sealed.

Let me know if you have any more questions.

Thanks John

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>

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Sent: Monday, January 6, 2020 2:12 PM
To: John Meyer <John@vikingexteriors.net>
Subject: RE: Salina Amey Project

John,

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Joseph M. Dowden
Technical Support Weather Shield Windows & Doors p 715.748.2100 ext.2619 c 715.965.3009
Joseph.Dowden@weathershield.com

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Sent: Monday, January 6, 2020 9:41 AM
To: Dowden, Joseph <Joseph.Dowden@weathershield.com>
Subject: FW: Salina Amey Project

Please see attached Pictures.

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From: John Meyer
Sent: Monday, January 6, 2020 7:25 AM
To: Dowden, Joseph <Joseph.Dowden@weathershield.com>
Subject: Salina Amey Project

Good morning Joseph,
Attached is just a drawing of what we have done. But please remember this is not a vinyl pocket of the detail of what you had forwarded But a Crestline Elite Premium Clad unit most common size 27.625 X 53.5 Ill get a couple of pictures and forward them over.
Thanks,

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

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Sent: Friday, January 3, 2020 3:11 PM
To: John Meyer <John@vikingexteriors.net>
Subject: FW:

John,

Please see attached drawing and pictures that is available to cover the sill, head and sides.

Joseph M. Dowden
Technical Support Weather Shield Windows & Doors p 715.748.2100 ext.2619 c 715.965.3009
Joseph.Dowden@weathershield.com

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Sent: Friday, January 3, 2020 2:43 PM

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

Subject:

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Crestline Elite Premium Clad Replacement Double Hung Windows

Salina Amey <salina_amey@hotmail.com>

Thu 1/9/2020 7:12 AM

To: Joseph Dowden <Joseph.Dowden@weathershield.com>

Cc: Matt Brown <mbrown@nwhomepartners.org>; John Meyer <john@vikingexteriors.net>; Stensland, Isaac (CI-StPaul) <isaac.stensland@ci.stpaul.mn.us>

 1 attachments (30 KB)

Letter to Weather Shield Jan 9, 2020.docx;

Good Morning Joseph,

Please respond to the enclosed letter dated today. This letter is with regards to 10 Crestline Elite Premium Clad Replacement Double Hung Pocket windows purchased on 9/30/2019 by John Meyer at Menards Store # 3017 in West St. Paul, MN. Mike O. at Menards administered the order.

Thank you. I appreciate your assistance with this situation.

You can also communicate directly with the St Paul Building Inspector for this project.

Isaac Stensland
Building Inspector
Dept of Safety and Inspections
375 Jackson St. Suite 220
Saint Paul, MN 55102
P: 651-266-9028
F: 651-266-9099
isaac.stensland@ci.stpaul.mn.us

Regards,

Salina Amey

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

January 9, 2020

Joseph M. Dowden, Technical Support
Weather Shield Windows
One Weather Shield Plaza
P.O. Box 309
Medford, WI 54451

Re: Crestline Elite Clad Custom Fit Windows

Dear Joseph M. Dowden,

It is my understanding that you have been corresponding with John Meyer of Viking Exteriors. I ask that you consider the information that I am providing as it includes my concerns. Because I am quoting information from Crestline quite a bit, I'm using black for Crestline information and red

I selected Crestline Elite Clad Custom Fit double hung windows to be installed in my home, and then entered into a contract with John Meyer of Viking Exteriors to do the work. John came to my home and made quick measurements and then ordered the windows. In the first week of November 2019, his installers came to my home to install the windows. Right away I could see that the sill angle was wrong, and I called John Meyer about the problem. John did not come out to my home and insisted that I allow his installers to do the work.

I told John Meyer immediately that the wrong sized windows were ordered and that I wanted proper fitting windows to be ordered for installation. John Meyer refused to do this even though Menards would have taken the windows back for a modest 25% stocking fee. The correct sized windows should have been ordered immediately when the problem was apparent, but this did not happen.

After the installers left, I looked at the installation instructions and saw that it was not possible to install the windows according to the Weather Shield specifications because the correct windows had not been ordered. I called my building inspector and he came the next day.

The windows ordered are significantly smaller than the rough opening size of my window frames, because John made the decision to give smaller dimensions than the rough opening dimensions. As a result, the windows ordered are all smaller than the dimensions of my interior trim (interior stops). The installer put thick beads of caulk on the inside trim of my windows to cover this up. The exterior stops are the same dimensions as the interior stops, so it is not possible that the windows are supported by the exterior stops. Because the width of the rough openings for all the windows exceeds the width of the ordered windows by more than an inch, it

1-9-2020

is not possible for the windows to rest against the exterior side stops. Because the height of the rough openings for all the windows exceeds the height of the custom ordered windows, it is not possible for the windows to rest against the exterior top stops.

If John Meyer had given the rough opening measurements for my windows, they would have been manufactured to fit snugly in the rough openings with just $\frac{1}{4}$ inch allowance on each side and on top. This would have permitted the windows to rest securely against exterior stops, which is very important for preventing air and water infiltration into my home.

More seriously, John did not correctly measure the sill angles on my windows and then ordered the wrong sill angle such that the entire weight of the installed windows is resting on a single line of support next to the stool. As a result of this, all of the windows installed so far (five of ten) have mis-aligned sashes. The top sash on all the windows sags lower than the bottom sash, and as a result it is extremely difficult to lock any of the windows.

I measured my sill angles using the method Crestline specifies, and my sill angles are 14 degrees, which is standard. John ordered windows with sill angles fitting on sills of between 5 and 9 degrees. Following is the information I used for determining sill angle from Crestline's online information:

"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°

According to my measurements the rise at A was exactly $\frac{1}{2}$ inch.

Because the windows were ordered with the wrong sill angle there is a large gap under each window which allows air and water infiltration, and which results in the window lacking the support it was designed to have.

On page iii of the "Tilt and Slider Replacement Window Installation Instructions" are two figures showing that my windows were to be installed in one of two ways. Either with a support bracket or such that the window unit rests upon the existing sill. Neither happened with the windows installed at my house.

Because my windows were custom fit, they were supposed to rest on my existing sill upon three lines of caulk. This was not possible as there is a big gap due to my existing sills having an angle that required

1-9-2020

"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."

1-9-2020

In bold, capital letters, and bigger words: **“IMPORTANT: The outside stops (blind stops) cannot exceed ½” in depth from the outer edge of the stop to the old window frame (FIGURE 9). Check stops around entire opening making adjustments to reach the ½” maximum depth.”**

Page 4.” Window Installation- Check Fit 1. Insert new window unit into opening to check fit. Unit must fit within the outside stops (FIGURE 2) and sit flush against the stops face.”

Remove window unit after checking fit. Make adjustments to the opening/stops to obtain a good fit. A shim space is needed on sides and top: none required at the sill.”

Page 5. “Window Installation (cont.) **For Units Without Sill Angle Bracket**

1. Use a high-quality, neutral cure, exterior silicone sealant (compatible with aluminum, the old sill, and jambs). Lay continuous generous caulk beads along the interior side of the head and side outside (blind) stops, and outer face of the stool (FIGURE 4).
2. Also lay two additional beads along the sill, from side-to-side, to seal the new unit’s sill to the old sill. Be sure all locations shown in (FIGURE 4) receive a continuous generous caulk bead.”

This was not possible as my house has the standard sill angle of fourteen degrees, and John Meyer ordered windows designed to fit into homes with sill angles between five degrees and nine degrees. As a result, the entire weight of each installed window is resting on the line of contact between the sill and stool. The weight of each window is unsupported from the stool to the outside edges of each unit. This is likely the reason why upper and lower sashes are not aligning, and also why some of the installed windows can only be locked by applying considerable force.

3. From the interior, lift the window into the opening. Bottom inside edge rests tight against the stool and sits on sill caulking Outside edges of side frame and head must butt tightly against caulk bead applied to outside stops (FIGURE 5).”

This was not possible as outside stops come in just ½” along sides and top of my rough opening. Windows ordered are not tall enough or wide enough to butt up against these stops. Even if new blind stops were built to support windows their warranty would be invalidated because installation directions state the following on page 3:

“IMPORTANT: THE OUTSIDE STOPS (BLIND STOPS) CANNOT EXCEED ½” IN DEPTH FROM THE OUTER EDGE OF THE STOP TO THE OLD WINDOW FRAME (FIGURE 9).”

There are separate installation instructions for windows that are not custom made. Windows that are not custom made have flat sills and come with an angle support bracket in order to support the exterior side of the windows from sill to sill. Because my windows are custom made, they did not come with this part.

1-9-2020

Because the windows were ordered so much smaller than the rough opening size, the inside stops do not cover the gaps between the rough opening of the windows and the significantly smaller windows. 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.

John Meyer walked off the job in early November of 2019, having installed only five of the ten windows ordered. He now is demanding that I pay for all of these windows in full. The windows were inspected twice by my local building inspector who shared by concerns about the discrepancies with the installation instructions that came with the windows. I had called Weather Shield many times over these past two months attempting to receive help with this situation, at the request and direction of the building inspector.

You can communicate directly with my building inspector:

Isaac Stensland
Building Inspector
Dept of Safety and Inspections
375 Jackson St. Suite 220
Saint Paul, MN 55102
P: 651-266-9028
F: 651-266-9099
isaac.stensland@ci.stpaul.mn.us

It is my understanding that John Meyer of Viking Exteriors somehow managed to convince you that the manner in which he measured for, ordered, and installed the custom fit windows that I selected from your company meets your warranty requirements. Based upon my careful reading of your installation materials and warranty information, this is not so. I would appreciate your taking into account this information that I have provided to you and responding in writing.

Regards,

Salina Amey

cc: Matt Brown, NeighborWorks Home Partner

John Meyer, Viking Exteriors

Isaac Stensland, Dept. of Safety and Inspections, City of St Paul

Re: Salina Amey Project

Salina Amey <salina_amey@hotmail.com>

Tue 1/21/2020 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>

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

 1 attachments (20 KB)

John Meyer January 21, 2020.docx;

Hi John,

Please see attached letter as a response to this email.

Salina Amey

From: John Meyer <John@vikingexteriors.net>
Sent: Monday, January 13, 2020 3:20 PM
To: Salina Amey <salina_amey@hotmail.com>
Cc: isaac.stensland@ci.stpaul.mn.us <isaac.stensland@ci.stpaul.mn.us>; Dowden, Joseph <Joseph.Dowden@weathershield.com>
Subject: FW: Salina Amey Project

Salina,

Per the request from the building inspector, please see attached emails below from the window manufacture regarding your window installation. Also attached are some pictures of the areas in question, and a sketched drawing of how the windows were installed.

Building inspections we need to completed the following items.

- 1) smoke alarms and CO's were not in per code at last visit. Per our agreement you are responsible for these. This is an extreme safety concern for you. I would be happy to help you re-installing these items if needed.
- 2) nail holes in sills where storms were removed must be taken care of to prevent leaks. This was taken care of by my installer at the time of inspection on 01/02/20.

Per our contract we have 6 windows in stock left to be installed, as stated by the Manufacturer the current windows are covered under warranty as installed and the St. Paul City inspector has cleared them during the last inspection. If you would like us to continue with the remaining installation of the windows that were already purchased and in stock, then we need to get this scheduled.

Please respond with a date or dates that works for you and we will check out calendar to see if we can work with the date\dates you provide.

Reminder: That this contract is with Viking Exteriors and not the sub-contractors that will be doing the install, therefore, we ask that you provide them access and any communication is run through Viking not the installers.

They are there to do a job and we need you to give them the space to do so without any interference or conflicts while on site.

-
Thanks John

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

-----Original Message-----

From: Stensland, Isaac (CI-StPaul) <isaac.stensland@ci.stpaul.mn.us>
Sent: Tuesday, January 7, 2020 7:36 AM
To: John Meyer <John@vikingexteriors.net>
Cc: salina_amey@hotmail.com
Subject: RE: Salina Amey Project



John,

Thanks for passing this along. It appears the manufacturer will honor the warranty without the sill angle clips which would be acceptable in this case.

Please provide all warranty information including manufacturers email and drawings to Salina for her documentation should she need them.

A couple of things I still need to verify;

- 1) smoke alarms and CO's were not in per code at last visit
- 2) nail holes in sills where storms were removed must be taken care of to prevent leaks.

Isaac Stensland
Building Inspector
Dept of Safety and Inspections
375 Jackson St. Suite 220
Saint Paul, MN 55102
P: 651-266-9028
F: 651-266-9099
isaac.stensland@ci.stpaul.mn.us

Making Saint Paul the Most Livable City in America

" DSI's Mission: To preserve and improve the quality of life in St. Paul by protecting and promoting public health and safety for all."

-----Original Message-----

From: John Meyer [<mailto:John@vikingexteriors.net>]
Sent: Monday, January 6, 2020 2:42 PM
To: Stensland, Isaac (CI-StPaul) <isaac.stensland@ci.stpaul.mn.us>
Subject: FW: Salina Amey Project

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

Hi Isaac,

Below is the email I received from the manufacture. As you know from our previous inspection that the blind stops were also covered with aluminum and sealed.

Let me know if you have any more questions.

Thanks John

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



-----Original Message-----

From: Dowden, Joseph <Joseph.Dowden@weathershield.com>
Sent: Monday, January 6, 2020 2:12 PM
To: John Meyer <John@vikingexteriors.net>
Subject: RE: Salina Amey Project

John,

The aluminum filler method that you are using looks good. The aluminum filler will need to be applied at the same location as the blind stop to prevent water infiltration into that area. If the installation is done in this manner the warranty will be valid.

Joseph M. Dowden
Technical Support Weather Shield Windows & Doors p 715.748.2100 ext.2619 c 715.965.3009
Joseph.Dowden@weathershield.com

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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.

-----Original Message-----

From: John Meyer <John@vikingexteriors.net>
Sent: Monday, January 6, 2020 9:41 AM
To: Dowden, Joseph <Joseph.Dowden@weathershield.com>
Subject: FW: Salina Amey Project

Please see attached Pictures.

-----Original Message-----

From: John Meyer
Sent: Monday, January 6, 2020 7:25 AM
To: Dowden, Joseph <Joseph.Dowden@weathershield.com>
Subject: Salina Amey Project

Good morning Joseph,
Attached is just a drawing of what we have done. But please remember this is not a vinyl pocket of the detail of what you had forwarded But a Crestline Elite Premium Clad unit most common size 27.625 X 53.5 Ill get a couple of pictures and forward them over.

Thanks,

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

-----Original Message-----

From: Dowden, Joseph <Joseph.Dowden@weathershield.com>
Sent: Friday, January 3, 2020 3:11 PM
To: John Meyer <John@vikingexteriors.net>
Subject: FW:

John,

Please see attached drawing and pictures that is available to cover the sill, head and sides.

Joseph M. Dowden
Technical Support Weather Shield Windows & Doors p 715.748.2100 ext.2619 c 715.965.3009
Joseph.Dowden@weathershield.com

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-----Original Message-----

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

Sent: Friday, January 3, 2020 2:43 PM

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

Subject:



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

January 21, 2020 *Jan 23, 2020*

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

Re: Building Inspector Orders from Isaac Stensland

Hi John,

For the all of the following reasons, contrary to the assertions in your email dated January 13, 2020, you have not met the requirements ordered by Isaac Stensland at his second inspection of the windows on January 2, 2020 or in his subsequent email.

1. You have not secured proof that Weather Shield will warrant the windows as installed.
2. You have not provided the attachments sent to you by Joseph Dowden of Weather Shield as ordered by Inspector Isaac Stensland.
3. Your drawing of how Junior installed the windows does not match how Junior installed the windows. The soft aluminum trim coil that Junior's assistant bent and jammed into the space under the window openings is not at the location of the exterior blind stop, it is jammed deep under the windows and it has no capacity to bear the weight of the windows. A ruler can be inserted in the opening under the porch window 2 3/4 inch, under the kitchen window 1 1/2 inch, and under all other windows more than 1 inch.
4. The paper trail indicates that John Dowden of Weather Shield was giving you installation advice under the assumption that you installed vinyl windows in my home. The installation instructions for Weather Shield vinyl windows are very different than for the Custom Fit Crestline® Elite Premium Aluminum Clad windows that were ordered for my home.
5. The paper trail indicates that John Dowden of Weather Shield was not informed that you failed to give the actual measurements for the windows sill angle and rough opening. It appears that John Dowden of Weather Shield was under the impression that you were seeking advice with regards to how to apply exterior trim following window installation.
6. You walked off the job in the fall and told me that you had no intention of honoring our contract. All of the correspondence that I have sent you since that date continues to represent my stance with regards to the contract.

1-21-2020, 1-23-2020

7. You have not met the requirements "provide all warranty information including manufacturers email and drawings to Salina for her documentation should she need them." stated by Inspector Isaac Stensland in his email on January 7, 2020.
8. It appears that John Dowden of Weather Shield was not aware that I had been in contact with Weather Shield with regards to the fact that the wrong size windows had been ordered for my home. His stance conflicts with what I had been previously informed: "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."
9. It appears that John Dowden of Weather Shield was not aware that on December 23rd at 8 a.m., Doug, a Weather Shield service technician came out to my home to look at the windows. This technician noted all of the problems with the windows and said that I would be hearing back from Weather Shield with regards to how they wished to handle the problem. I never heard back from Doug or from Weather Shield. It is clear that Weather Shield has no intention of honoring the warranty on the windows.
10. John Dowden of Weather Shield has not responded to my requests for communication with him following my sending him detailed information regarding my concerns.
11. There are numerous problems with each and every window, undoubtedly due to the fact that the windows you ordered were not the correct size and sill angle to fit into the existing rough openings of my window frames.

For all of the above reasons, I do not believe Weather Shield has any intention of honoring a warranty on any of the windows your ordered from them.

Regards,

Salina Amey

cc: Isaac Stensland

John Dowden

Menards Guest Services

Matt Brown

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	<u>\$1,892.00</u>
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.