

# HISTORIC PRESERVATION COMMISSION MEETING - OCTOBER 21, 2025 AGENDA

Tuesday, October 21, 2025 at 7:30 PM Online via Zoom

Zoom Link: https://us02web.zoom.us/j/81892274132?pwd=T4OVGbgS1FcqAwaACs8RSbdpL3E14j.1

## **CALL TO ORDER**

## **OPEN PUBLIC MEETINGS STATEMENT**

Notice of this meeting has been given to the Hopewell Valley News, Trenton Times and was posted on the bulletin board at Borough Hall at 30 North Main Street and on the Borough website according to the regulations of the Open Public Meetings Act.

## **ROLL CALL**

1. () Holtermann () Baum () Chandler () Coats () Davis () Homel () Shivers () Ford () Wallace

## **PUBLIC COMMENTS**

Meeting open to public for comments.

Please raise your hand and when the secretary acknowledges you state your name and address for the record. There will be a total of 15 minutes allotted for public comments.

#### APPROVAL OF MINUTES

**2.** \*September 22, 2025 Minutes

#### **APPLICATIONS**

- 3. \*25-006 221 S. Main Street, Block 801, Lot 28 Windows and Doors
- 4. \*25-007 141 S. Main Street, Block 601, Lot 5 Addition

## **OTHER BUSINESS**

- 5. Mercer County Municipal Historic Preservation Projects Email
- **6.** Street Trees in the Historic District
- 7. Hopewell Valley Historical Society's History Awards Criteria for Historic Preservation

- **8.** Review the 2025 Master Plan Initiative Process
- **9.** Update to Areas in Need of Redevelopment
- **10.** Certified Local Government
- 11. New Homeowner Letter

## **ADJOURNMENT**

\*Indicates Action may be Taken



Application Number: 25-006
Application Date: 9/12/25
up dated 9/24/25 to 14/2

## Borough of Pennington

## HISTORIC PRESERVATION COMMISSION APPLICATION

Location:	Street Address: 221 S Main Street, Pennington NJ Block: 801 Lot: 28 Zone:
Application Type:	(c) Certificate of Appropriateness  [ ] Minor Work Application  [ ] Development Application
Proposed Work:	[ ] New Construction [ ] Addition [ ] Atteration [ ] Demolition [ ] Other:
we are	needed to describe proposed changes. Submit 2 hard copies +1 electronic copy.  replacing 13 windows at our house are drafty and single pane- Please find hails of the windows attacked.
Owner / Applicant: Phone number / em Owner Signature:	Jasmine Bangera Deepak Kumar Bangalore Naggaing Brut the 100 date: 09/12/2025

Item 3.



Google Maps 220 S Main St Item 3.

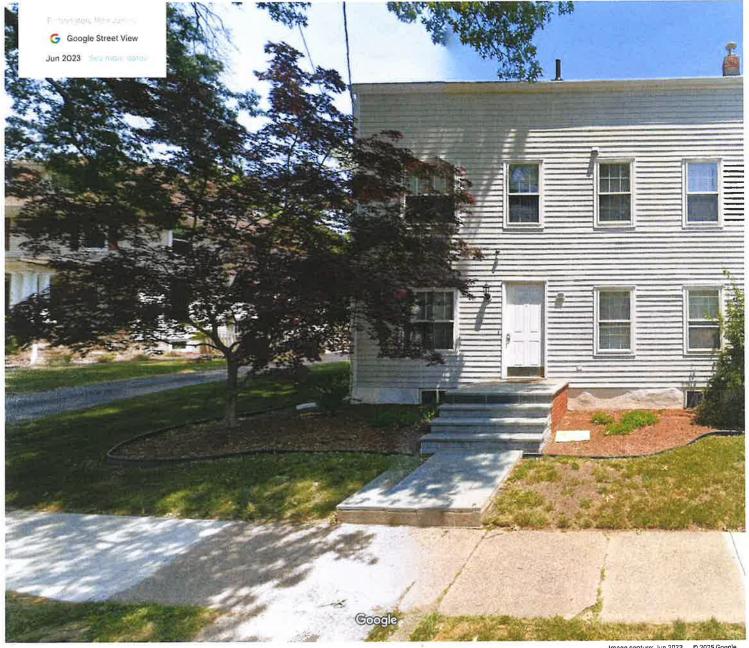


Image capture: Jun 2023 © 2025 Google



Google Maps 221 S Main St



Image capture: Jun 2023 © 2025 Google



Google Maps 215 S Main St



Image capture: Jun 2023 © 2025 Google



Ρl			

**Pennington Borough** 

Land Use Administrator

From: Sent: To: Cc: Subject: Attachments:	Jasmine Ziphorah Bangera Tuesday, October 14, 2025 3:42 PM Planning Deepak Kumar Re: FW: FW: [EXTERNAL] FW: 25-006 221 S. Main Street - Windows Window Enhancements v5.1.pdf
This message is from a sender ou	itside of your organization.
Hi Robin,	
We reached out to other windo complying with the HPC requi	ow vendors to see if we could find an option that fits our budget while still rements based on Eric's alternative suggestions.
We found PJ Fitzpatrick who aluminum and we are told is in	offered us composite windows, which looks like wood and is not vinyl or a comparison with Fibrex that Anderson provides, but is at our budget range.
Please find our contract with the can take a look at the contract	hem below, they will send the detailed specifications in few days but till then Eric and see if anything stands out that does not comply with HPC requirements.
Thank you Jasmine	
On Mon, Oct 13, 2025, 9:36 A	M Planning <pre><pre>planning@penningtonboro.org&gt; wrote:</pre></pre>
Good Morning Deepak and Jasr	nine,
Please see the response from the	ne Chair below.
Kindly inform me of your prefer	rred course of action once you have reached a decision.
Thank you,	
Robin Tillou	

## Window Enhancements v5.1

#### **Job Reference Number**

621788

#### **Customer Name**

Deepak Kumar Jasmine Kumar

## **Address of Project**

221 South Main Street, Pennington, NJ 08534 USA

## Name Listed on Deed

Deepak Kumar Jasmine Kumar

## **Home Improvement Consultant**

Daniel Bowen

## **HOA Approval Required**

No

## Was home built prior to 1978?

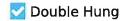
Approximate answer for Lead Safe practices.

Yes

#### **Notes**

## WINDOW(S) SPECIFICS

## **Window Replacement Types**



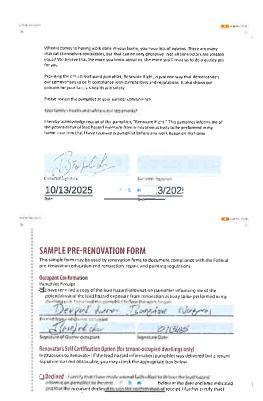
## Exterior Picture(s) of Home (Front)

Include mark ups.









Include mark ups.



## **Exterior Picture(s) of Home (Left)**

Include mark ups.



## Exterior Picture(s) of Home (Right)

Include mark ups.



#### Medida Scan Used?

Yes

## **DOUBLE HUNG WINDOW SELECTION OKNA**

## **Double Hung Window Replacement Quantity**

12

## **Double Hung Window Location(s)**

Living Room, Bedroom, Office, Playroom

## Attach Interior Picture(s) of Existing Double Hung Window(s) Work Area

Must include view of surrounding wall and trim.

























## **Double Hung Window Manufacturer**

**OKNA Windows** 

## **OKNA Double Hung Window Line**

Starmark Evo 7500

#### **Double Hung Interior Color**

White (Standard)

#### **Double Hung Exterior Color**

White (Standard)

#### **Hardware Options**

White (Standard)

## **Double Hung Top Sash Glass Options**



#### **Double Hung Top Sash Grid Options**

Contour

#### **Double Hung Top Sash Grid Pattern Options**

Colonial

## **Double Hung Top Sash Grid Interior Color**

Euro White (Standard)

## **Double Hung Top Sash Grid Exterior Color**

Euro White (Standard)

## **Double Hung Bottom Sash Glass Options**



🜠 Grids

## **Double Hung Bottom Sash Grid Style**

Contour

## **Double Hung Bottom Sash Grid Pattern Options**

Colonial

## **Double Hung Bottom Sash Grid Interior Color**

Euro White (Standard)

## **Double Hung Bottom Sash Grid Exterior Color**

Euro White (Standard)

## **Double Hung Interior Casing Style**

None

#### **Double Hung Interior Casing Options**

## Capping

## **Capping Color**

White

## **Capping Color Swatch Picture**

Attach a picture of the color swatch.

























## PJ FITZPATRICK CHECKLIST

#### 1. No Verbal Agreements

No verbal agreements are recognized. Everything must be written on the contract. Please make sure everything is on your order.



#### 2. Contact Information

We require at least 2 telephone numbers and an email address from every customer. Please agree to provide this information and the best phone numbers to contact you during working hours. (9:00am-5:00pm).



#### 3. Project Coordinator

Your home improvement project will be turned over to our Project Coordinators. They will be your first point of contact throughout the remainder of your project. If at any time you have questions about the project we recommend that you contact the Project Coordinator first. They can often answer your questions on the spot. They can be reached through our office line 1-866-753-4811 Monday-Friday from 7:30am to 4:30pm.



#### 4. Technical Measure

Once your paperwork is received by our production team, an appointment will be set up and a Project Manager will be assigned to review the technical details of your project. Typically Project Managers work Monday-Friday with appointment times ranging from 7:00am through 4:00pm. Any changes to your project must be addressed with a written change order at that time.



Item 3.

#### 5. Projected Installation Date

An estimated time frame for the completion of your project is placed on your contract. The Installation Estimate is not a guarantee that the work will be scheduled by that date. The installation time is approximately 4-8 weeks after approval and tech measure. If you are using one of our financing programs, the process starts once your loan has been approved. To check on status, call 866-997-4489.

2025-11-24

#### 6. Installation

Your Project Manager will order all necessary materials after all selections are finalized. If you have any questions or want to check on the status of your project please contact your Project Coordinator. You will receive a phone call when the materials have arrived and we are ready to complete your home improvement project. Installations are weather pending as we cannot predict Mother Nature. Occasionally crews will be caught in traffic, or other circumstances will occur that may delay your crew arriving.



#### 7. Length of Installation

Average time for a window installation is 8-12 windows per day. These time frames are based on the size of the jobs and the degree of difficulty.



## 8. Project Manager/Field Install Supervisor

A Project Manager/Field Install Supervisor will be assigned to your project as well as a crew leader. The Project Manager/Field Install Supervisor will be your point of contact throughout the life of your project. Any questions or concerns can be directed through your Project Manager/Field Install Supervisor. The Project Manager/Field Install Supervisor is also required to do a post inspection when the job is completed. We want to make sure that we exceeded your expectations, so go over the job carefully. If there is anything that needs to be addressed he will take care of it. Your balance due is payable by cash, check, or credit card. You may pay the installer directly at the end of the job. If you are using our financing program a completion slip may need to be signed.



#### 9. Installation Team

We only use P.J. Fitzpatrick authorized contractors. All work is guaranteed by P.J. Fitzpatrick Inc, so you never have to worry. There will be a lot of hammering so please take down all breakable decoration on walls.



## 10. Power

Your installation crew may need to use your electricity. We ask that you be prepared to supply access to your power. Also, if any part of the project requires electrical work you may need to hire an electrician to properly install any electrical components.



#### 11. Children and Pets

Please provide a safe location away from the area during the installation process. The installation crew will use power tools and we don't want anyone getting injured.



12. Rotten Wood Item 3.

Rotten wood is beyond our control. We do not know what is beneath the existing window framing. If it is determined upon pre-install inspection that the structural integrity of the area has been compromised there may be additional charges required or you may be required to have a 3rd party contractor or carpenter come in to address at your cost.



#### 13. Permits

We pull permits on all jobs where they are required. The price of the permit is included already in the price provided to you, as are all applicable taxes.



#### 14. Home Owners Association

Does work on your residence require home owner association or historic committee approval? Product cannot be ordered before proper approvals are secured by the homeowner.

Yes

#### 15. Material

It may be necessary to have materials delivered to your home prior to the start of your project. Please discuss with your Project Manager the best location for those materials to be stored.



#### 16. Landscaping

When your installation is in process, there will be debris. We will do our best to protect your landscaping. If there are any issues, please make us aware immediately at 866-997-4489 or reach out to your Project Manager.



#### 17. Clean Up

We make every effort to remove work related debris from the jobsite. In the case of roofing and siding work we do a magnetic clean up of all areas. In addition, there will also be extra material left over after the job is completed to ensure that the crews have everything they need to be successful. You have not been charged extra for this material. We simply want to play it safe. We will send a cleanup crew to pick up this extra material, and then do a second magnetic sweep of the area. If you notice any remaining nails or debris please let us know and we will come back out.



#### 18. Dumpster

Under no circumstances do we leave debris on your property. We remove everything for safety reasons. We recycle some materials to help protect the environment. As such the dumpsters are not for customer or community use. The dumpster is usually picked up within 2 business days after the completion of your project. Please review the most appropriate location for the dumpster with your Project Manager. Please ensure your vehicles are out of the way and accessible to you.



#### 19. Window Installation

The PJ Fitzpatrick crew will require 4ft of a work area on interior of home. Please make sure you prepare the work area for your installation. This includes removing any window air conditioners, shades, blinds, brackets, and alarm contacts prior to installation. PJ Fitzpatrick is not responsible for re-installation of these items. Unless contracted, PJ Fitzpatrick is not responsible to install re-install blinds.



Item 3.

#### 20. Financing

If you are financing any portion of your project, once your credit application has been approved, our Project Coordinators will contact you to schedule your Tech Measure and introduce your Project Manager who will bring your documents to you. Upon completion the finance documents will be sent to the bank for funding and you will receive a statement in 5-6 weeks. Some lenders may issue a credit card to access the credit line that we established for your project. If you do not wish to use the credit card feature simply destroy all cards associated with the account. Customers who are not approved will receive a letter from each bank that failed to approve the application within 10 business days.



## PRODUCT WARRANTY INFORMATION

## OKNA Starmark Evo 7500 Series Advanced Polymeric Composite Windows Lifetime Limited Warranty Information

This warranty is fully transferable one time to the next homeowner. Frame and Sash Members All polymeric composite extrusions and components used in the windows and doors are warranted to be free from manufacturing defects that might result in blistering, peeling, flaking, corroding, and fading of the window or door for as long as you own your home.

#### Insulated Glass

Starmark Evo warrants that the sealed insulated glass unit, including internal grids, will be free of defects resulting in material obstruction of vision from film formation caused by dust or moisture between the panes of glass (seal failure). Glass quality will be consistent with industry standards: ASTM C1036-16, ASTM C1376-15, ASTM C1172-14, ASTM C1048-12 and ASTM E2190. For more information, refer to Starmark Evo's IGU Inspection Criteria.

#### Hardware

Starmark Evo warrants that the hardware shall remain in good operating condition for as long as you own your home.

• Specified metal hardware for coastal applications is limited to a ten-year warranty.

#### **Exterior Paint**

If the exterior of the product and screen are factory painted with standard or custom colors, it will be free from peeling, cracking or blistering and significant ultraviolet discoloration caused by natural environmental atmospheric conditions for a period of ten years.

#### Commercial Application

Starmark Evo products installed in a building used for commercial purposes (such as schools, churches, apartment complexes, government owned structures, or any property other than an owner-occupied single-family residence) will limit this warranty to ten (10) years and is not transferable.

#### **Product Changes**

Starmark Evo, at its discretion, reserves the right to discontinue or change any of the products or parts utilized in any of its windows and doors. If any product or component originally installed is not available at the time of any claim under this warranty, Starmark Evo reserves the right to substitute any component at their discretion.

#### Procedure and Conditions of Warranty Remedy

The actual determination for acceptance of Starmark Evo Windows products by the certified dealer shall take place on customer site prior to the removal of existing window(s) when it is appropriate to remove Starmark Evo Windows packaging and the certified dealer can perform a visual inspection prior to installation and a full operational inspection following installation. The property owner must notify the dealer/distributor within thirty days after the defect has first appeared. Starmark Evo reserves the right to inspect any window or door that a warranty claim has been made.

Item 3.

Photos of the defect must be submitted to the certified dealer and/or the Starmark Windows service department for evaluation. If a product meets requirements of this warranty, Starmark Evo, at its discretion, will supply replacement parts or product at no charge to the certified dealer in which the product was originally purchased from. If the certified dealer is no longer in business, Starmark Evo will make every effort to ship replacements parts or product to the closest available certified dealer. This limited warranty does not cover the cost of labor, shipping, or re-installation.

## Maintenance and Cleaning

A mild solution of household cleaner such as liquid dishwashing detergent may be used to clean the windows and doors by applying to a soft cloth, wiping clean, and rinsing with water. For more information, refer to Starmark Evo's How to Operate and Maintain Composite Windows.

- Avoid using harsh chemicals and abrasive materials.
- Inspection and maintenance of sealants (such as caulking) is the required responsibility of the property owner. Sealants should be inspected yearly and repaired as needed to avoid major or long-term damage.
- It is required to inspect all bay/bow windows yearly and immediately address any concerns to avoid major or long-term damage.

#### Window Opening Control Device Safety and Testing

Window Opening Control Devices (WOCDs) shall not be considered a substitute for supervision. Adult supervision of children and pets is required around windows even with a WOCD installed. WOCDs should be tested monthly to ensure effectiveness. For more information and instructions on how to test your WOCD, refer to Starmark Evo's WOCD Safety and Testing.

#### **Exclusions and Limitations**

#### Product Tolerances

All sash, frame, and screen dimensions have a 1/16" tolerance.

#### Improper Handling and Installation

Sealants (such as caulking) are part of installation and are not covered under this limited warranty. It is the responsibility of the property owner to inspect and maintain sealants on the products. Any damage or malfunction caused by the use of improper sealants, failure to maintain the sealants, improper handling, storage, misuse, installation, overuse of spray foam or fiberglass insulation, or structural defects caused by settlement of the building is not covered under this limited warranty.

#### Insulated Glass

Minor scratches, markings, variations in glass color, slight glass curvature, or other imperfections that do not affect the product's structural integrity, significantly obscure normal vision, and meet the standard ASTM specifications are not covered under this warranty. Stress cracks are covered for one year from the installation date only. The optional gas fill levels may decline over time and are not covered under warranty. Condensation may occur on interior and exterior of windows as a natural result of humidity within the house or building and changes in the outside/inside temperature. Frost, mold, mildew, or fungus on product surfaces due to condensation are not covered by the limited warranty. For more information, refer to Starmark Evo's Window Condensation.

#### Bay and Bow Windows

Starmark Evo is not responsible for any product containing unprotected wood unless you seal or otherwise protect the exposed wood within ten (10) days after installation. Rot, mold, water damage, etc. caused from failure to properly seal, protect, or maintain exposed wood is not warranted. Even after exposed wood is sealed, prolonged contact with condensation may result in discoloration of the wood or finish. Improper use or failure to use manufacturer supplied cable and/or chain support systems as required for any installation of a product with an extension past the outside wall of more than six (6) inches is not warranted. Roofing is required above all bay and bow windows. Failure to inspect product yearly and immediately address any concerns voids this limited warranty.

#### Screens

Damage or breakage to the screen mesh is not covered under this limited warranty. Screens used on Starmark Evo products are not designed to keep persons or animals in or out or prevent from falling. Screens are not a substitute for supervision and do not function as a security feature. Starmark Evo shall not be responsible for any damage or injuries resulting from screen failing to keep persons or animals in or out or prevent from falling.

#### **Exterior Paint**

This limited warranty shall be void if harmful solvents/products are used and damage the factory applied exterior paints, or if the product is repainted or coated with a non-manufacturer supplied paint. Normal wear and tear marks and uniform fading or color change due to weathering is not covered.

#### Maintenance and Cleaning

Damage caused by the use of corrosive cleaning products, harsh abrasives, high pressure sprays/guns/hoses, brick wash, razors, or other harmful and damaging cleaning products and methods is not covered under this limited warranty.

#### Non-Factory Modifications

Damage caused by any non-factory modification or additional installation such as, but not limited to, blinds, security systems, air conditioning units without proper support, glass shading/tinting films, storm windows, plastic wrapping, or other similar insulated coverings shall void warranty coverage.

#### Specific Additional Exclusions

- Any damage caused by wind, hail, lightning, acid rain, or other acts of God, intentional acts, accidents, negligence, civil unrest, or exposure to harmful chemicals or pollutants.
- Installation or use of product near high moisture areas without proper ventilation and moisture management such as, but not limited to, pools, hot tubs, saunas, bathrooms, or greenhouses.
- Damage connected with warping or distortion due to excessive temperature exposure or unusual heat sources such as, but not limited to outdoor grills, cooking units, or interior and exterior reflective surfaces.
- Any window, which has been repaired or attempted to have been repaired or modified by any person other than an authorized representative of Starmark Evo.
- Products exposed to conditions beyond specified testing shall not qualify as a manufacturing defect. It is at Starmark Evo's discretion to determine if the product has been exposed to conditions exceeding the specified testing.
- Everyday wear and tear, scratches, and marks.
- Any product that has not been paid in full.
- Starmark Evo's liability is limited solely and exclusively to repair or replace components at its discretion. Under no circumstances will Starmark Evo be liable for incidental or consequential charges such as, but not limited to, labor cost for any purpose (including labor to replace or repair components, removal or disposal of old product, or service trips to do such), shipping charges, inconvenience, damage, injury to persons/property, or any other expense.

  No Class Action or Jury Trials

This Lifetime Limited Warranty shall be interpreted by the state of Pennsylvania. Starmark Evo is not liable for indirect, consequential, or incidental damages. By purchasing Starmark Evo products, you agree that you have the right to declare disputes against Starmark Evo on an individual basis only and waive all rights to proceed as a member of a class action or arbitration. You also agree to waive the right to a jury and agree that all disputes shall be presented to and disputed only by the state court or federal judge. Any legal proceedings will be located in Bucks County, Pennsylvania.

## JOB DETAILS

#### Flexible Install

#### **Purchase Price**

20135

#### **Deposit**

0

#### **Amount Due Upon Completion**

20135

## **Method of Completion Payment**



#### **Finance Lender**

Service Finance

#### **Finance Account Number**

6319045

## Will a Repair credit be included in this contract?

No

#### **Preferred Contact Method**

This is not a guarantee you will be contacted this way only.

💟 Phone

Text

Email

## **Preferred Day to Contact**

Please select more than one. This is not a guarantee you will be contacted during the days only.

Monday

Tuesday

**Wednesday** 

**Magnetic States** Thursday

Friday

🔽 Saturday

## Preferred Time to Contact (Monday through Friday)

Please select more than one. This is not a guarantee you will be contacted during these times only.

INITIAL CALL MAY TAKE UP TO 30 MINUTES.

🜠 7am-9am

7 10am-12pm

**1**pm-3pm

🔽 5pm-7pm

## **Preferred Time to Contact (Saturday - Limited Hours)**

INITIAL CALL MAY TAKE UP TO 30 MINUTES.

🔽 9am-11am

#### Item 3.

#### **Future Needs Assessment**

If PJ Fitzpatrick has any future promotions for other projects, we would be interested in hearing more about one or more of the following projects.

Door(s)

Gutters/Guards

Roofing

Siding Trim

Window(s)

**Future Needs Assessment Notes** 

## **CUSTOMER ACKNOWLEDGEMENTS**

#### At Sale:

- **Non-Financed Sales:** a deposit equal to **30% of Total Sale Price** is required at the time of sale.
- Partially Financed Sales: a deposit equal to 30% of Total Sale Price, not to exceed the total of the non-financed portion, is required at the time of sale.
- Fully Financed Sales: no deposit is required but it is encouraged to reduce monthly payments.

#### Day of Installation:

- Non-Financed Projects: Final payment-in-full is required to start installation.
- **Signed Completion Document:** Customer(s) must be present at the time of job completion to review, confirm, and sign the **Job Completion Acknowledgement Form**, regardless of project payment method. This may include an additional job completion form(s) for financed jobs.

**SPECIAL NOTE:** Both full payment and a signed **Job Completion Acknowledgement Form**, provided at the time of project completion, are required to activate all product and workmanship warranties.

#### **Additional Work After Completion:**

Brutefd

- Upon the significant completion of work, if minor follow-up work is required, a **Punchlist Form** will be completed, reviewed, and signed detailing all required follow-up work and expected timelines for completion.

By signing this Agreement, the customer acknowledges and accepts these payment and document signature requirements outlined above.

#### FLEXIBLE INSTALL DISCLAIMER

If for any reason the product selected can not be installed, a revised estimate is needed.

#### **WORKMANSHIP WARRANTY**

#### PI FITZPATRICK WORKMANSHIP WARRANTY

P.J. Fitzpatrick ("Contractor") warrants that its workmanship will be free from installation-related defects resulting in a failure of the product to function as designed. This warranty is in effect for a period equal to the manufacturer's stated product warranty. Product warranties against defect are solely owned, offered, and administered by the manufacturer of the product. Upon notice from Buyer, Contractor offers to assess the nature of any warranty claim and if it is determined to be a product related defect, to the degree the manufacturer remains open for business and capable of supporting their product warranties, Contractor will work directly with the manufacturer on Buyer's behalf to seek product warranty coverage; however, appropriate resolution of any product warranty claim is at the sole discretion of the manufacturer, and may include no action, a repair, partial replacement or full replacement. All warranties and support is contingent on the following: (a) Buyer providing reasonably prompt and timely notice to Contractor once a defect is noticed by Buyer (b) Buyer is not in default of this Agreement and has made all payments in full (including original Agreement price and any subsequent agreed upon Change Order) at the time of installation completion, (c) Buyer authorizes and provides access to Contractor and/or manufacturer if deemed necessary to directly inspect and validate the nature of a warranty claim, (d) Buyer has not changed, modified, or disrupted in any way the installation of product from its original intended design.

#### PJ FITZPATRICK FIVE-STAR PROMISE

#### 1. FULLY TRANSFERABLE: YES

Please see manufacturer's product warranty regarding limitations.

#### 2. PRODUCT-MATCHING WORKMANSHIP GUARANTEE: YES

We guarantee our workmanship for the life of the manufacturer's warranty. Should you need any service on your product during that time, our labor is absolutely free. This guarantee is unheard of in our industry, but we feel so strongly about our high quality of workmanship, we are able to give you the security you deserve. And, if you should sell your home, this guarantee is transferable to the new owner.

#### 3. FULLY LICENSED, BONDED, AND INSURED: YES

#### 4. SATISFACTION GUARANTEED: YES

We feel that our installation technicians are the best in skill, attitude and workmanship. They will respect your home and your property and complete the job in a timely manner. They will not smoke or swear in your home and are drug free. They will clean up when they are finished and take a personal responsibility for your complete satisfaction. When they are finished in your home, we guarantee that they will have performed in accordance with these high standards and that you will be 100% satisfied.

#### 5. NO LEMON GUARANTEE: YES

Manufacturers have admitted to a very small percentage of their materials come from the factory with some kind of defect. We guarantee that when the materials we have installed are maintained in accordance with the manufacturer's instructions and they fail within the first five years, we will replace them free of charge.

This Agreement, along with the Sales Packet, constitutes the entire agreement between the parties regarding the subject matter herein and supersedes all prior or contemporaneous communications, whether written or oral.

By signing below, both parties acknowledge that they have read, understood, and agree to be bound by the terms and conditions of this Agreement.

## PJ Fitzpatrick Representative Signature

Item 3.

Jab

## PJ Fitzpatrick Representative Name

**Daniel Bowen** 

**Date** 

2025-10-13

**Customer Signature** 

Bralet

#### **Customer Name**

Deepak Kumar

Date

2025-10-13

Customer Signature (optional)

**Customer Name** 

**Date** 

2025-10-13

#### **Planning**

From:

Jasmine Ziphorah Bangera

Sent:

Wednesday, September 24, 2025 11:10 AM

To:

Planning

Cc:

Deepak Kumar

Subject:

Re: FW: [EXTERNAL] FW: 25-006 221 S. Main Street - Windows

**Attachments:** 

sdl double hung 2.JPG; SDL double hung.JPG; wn-potomac-8-25-comp.pdf; PR1595788-

Deepak Kumar bangalore nagaraj-ChangeOrder-4-Unsigned.pdf

This message is from a sender outside of your organization.

Hello Robin,

Good Morning

We apologize for the delay in getting back to you. We were waiting for our window company to provide a revised plan and then we got busy in celebration of our 2 year olds birthday.

First of all we want to mention that we really appreciate what the HPC is doing to preserve the historic beauty and charm of our house and community, and we want you to know that we understand and value that.

The window company has confirmed that they can add the exterior grid on the windows, as suggested by the HPC, at the same price as their original quote. We are glad to be able to meet this requirement.

Regarding the requirement to replace vinyl with wood, after giving careful thought, we feel it may not be wise to spend substantially more on wood windows that would ultimately be less efficient and require greater maintenance and still be drafty due to the wood that is prone to warp due to change of seasons. We hope the HPC will kindly consider approving the vinyl windows, which come with a lifetime warranty, are far more efficient in protecting against the elements, require minimal upkeep, and now match the SDLs (window grids) per your specifications.

For your review, we are attaching the updated change order from our window company, which outlines the SDLs as per the HPC's requirements. And also attaching the sample photos which shows that the vinyl windows still look colonial and has the historic charm.

We truly want to adhere to the HPC's guidelines while also making a decision that is sustainable and practical for the long term. We would greatly value your thoughts on this matter and your consideration of our request.

Warm regards, Deepak and Jasmine

On Wed, Sep 24, 2025 at 9:06 AM Planning splanning@penningtonboro.org wrote:

Good Morning Jasmine and Deepak,





## 9256 COMMERCE HWY PENNSAUK

NJ 08110-1202

License #: 13VH11284700 Customer ID: PR1595788

Contract No: WN-DEV-150968-4

## **CHANGE ORDER**

This change order dated 9/17/2025 modifies the original work order referenced above dated 9/17/2025. Except as modified herein (as well as in any prior change orders, if applicable), all other provisions, terms and conditions of the original work order shall remain unchanged.

To: Deepak Kumar bangalore nagaraj & Jasmine Bangera	SALESMAN: Chris Custer			
ADDRESS: 221 S Main St	DATE: September 17, 2025			
CITY: Pennington, NJ	PHONE.			
EMAIL	SALE NUMBER: 866-446-2846			
PROSPECT NUMBER: PR1595788	DATE OF EXISTING CONTRACT: September 17, 2025			
Contract Line: all Notes: added 6/6 SDL GRIDS to all windows for historic look.				
<b>Note:</b> This revision becomes part of, and in conformance with, the existing contract.	PREVIOUS CONTRACT AMOUNT	\$	19437	
<b>WE AGREE</b> hereby to make changes as specified above, at this price ->	CHANGES	\$	0	
	Sales ⊤ax	\$	0	
Date September 17, 2025 Window Nation	REVISED CONTRACT TOTAL	\$	19437	
(9ts)	DOWN PAYMENT	\$	2500	
Signature of Exterior Design Consultant Chris Custer - License #: 13VH11284700	AMOUNT FINANCED	\$	16937	
	COD DUE AT COMPLETION	\$	0	

ACCEPTED: The above prices and specifications of this Change Order are satisfactory and are hereby accepted. All work to be performed under same terms and conditions as specified in original contract unless otherwise stipulated. Convenience Fee. Customers choosing to make payment by credit card will be charged a Convenience Fee of 1.5%. This Convenience Fee is in addition to the payment amount due under the parties' Agreement.



9256 COMMERCE HWY PENNSAUKE

NJ 08110-1202

License #: 13VH11284700 Customer ID: PR1595788

Contract No: WN-DEV-150968-4

## PRODUCT SPECIFICATIONS

## **Change Order Details:**

Model: Potomac W:32.0" H: 53.0" Location: 1st Floor, Bedroom Quantity: 5

Style: Double Hung

Color: Interior White > Exterior White
Configuration: Standard Sash Configuration

Glass: Extreme 2 Pane/Lowe & Argon > Standard > Not OBS

Grids: Full Grids > Match Base > Colonial > SDL

Screen: Half Screen Description: downstairs



Item 3.

Model: Potomac W:32.0" H: 53.0" Location: 2nd Floor, Kitchen Quantity: 7

Style: Double Hung

Color: Interior White > Exterior White

Configuration: Standard Sash Configuration

Glass: Extreme 2 Pane/Lowe & Argon > Standard > Not OBS

Grids: Full Grids > Match Base > Colonial > SDL

Screen: Half Screen Description: upstairs



Model: Potomac W:32.0" H: 52.0" Location: 2nd Floor, Bathroom Quantity: 1

Style: Double Hung

Color: Interior White > Exterior White Configuration: Standard Sash Configuration

Configuration: Standard Sash Configuration Grids: Full Grids > Match Base > Colonial > SDL

Glass: Extreme 2 Pane/Lowe & Argon > Tempered Full > OBS Full

Screen: Half Screen Description: broom front





9256 COMMERCE HWY PENNSAUK

Item 3.

NJ 08110-1202

License #: 13VH11284700 Customer ID: PR1595788

Contract No: WN-DEV-150968-4

## PRODUCT SPECIFICATIONS

## **Change Order Details:**

## **Additional Items:**

(7) EPA Lead Containment Install - Window (Per Opening)





9256 COMMERCE HWY PENNSAUKE Item 3.

NJ 08110-1202

License #: 13VH11284700 Customer ID: PR1595788

Contract No: WN-DEV-150968-4

## PRODUCT SPECIFICATIONS

## **Special Instructions:**

None

## **Installation Details:**

Window Removal Type: Vinyl Replacement

Exterior Trim: High Performance Trim Coil

Exterior Trim Color: White

Sealant: OSI Quad Max

Insulation Around Window: OSI Quad Foam

Clean Up and Haul Away: Yes

Additional products needed in the future: Yes

Customer agrees to allow Window Nation to post a

yard sign until 30 days after install: Yes

Year house was built: 1898

**EPA Lead Containment Required: Yes** 

EPA Lead Testing Required: No

HOA Approval Required: Yes

9256 COMMERCE HWY PENNSAUKEN, NJ 08110-1202 \_icense #: 13VH11284700



Date of Agreement:

September 17, 2025

Customer ID: PR1595788 Contract No: WN-DEV-150968-4

Item 3.

Sales: 866-446-2846 Service: 866-217-9582

## **INSURANCE CERT - PHI**

**Buyer Address:** Deepak Kumar bangalore nagaraj Jasmine Bangera 221 S Main St Pennington, NJ 08534



**Buyer Email Information:** 

Odd Associates  Codd A	DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND. EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED TIVE OR PRODUCER, AND THE CERTIFICATE HOLDER. THE CONTRACT BOLDER AND THE CERTIFICATE HOLDER. If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed.	
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ACORD 25 (2016/03)

The ACORD name and logo are registered marks of ACORD



Date of Agreement:

September 17, 2025 Customer ID: PR1595788

Contract No: WN-DEV-150968-4

Item 3.

Sales: 866-446-2846 Service: 866-217-9582

#### CRUISE ACCEPTANCE

#### **Buyer Address:**

Deepak Kumar bangalore nagaraj Jasmine Bangera 221 S Main St Pennington, NJ 08534



**Buyer Email Information:** 

## Cruise Acceptance Form



## A Few Sample Ocean Cruise Options:

Alaska: From Seattle WA to Skagway AL, Glacier Bay, Juneau AK and Victoria, BC Canada.

The Bahamas: From Baltimore MD, or Charleston SC, ta Nassau Bahamas & Freeport Bahamas

Mexican Riviera: From Los Angeles, CA to Puerto Vallarta, and Cabo San Lucas or Catalina and Ensenada

Southern Caribbean: From San Juan Puerto Rico, to St. Thomas, Dominica, Barbados, Aruba and 2 days at sea.

Western Caribbean: From New Orleans LA, to Cozumel Mexico, Costa Mayo, Mexico; Mahagany Bay, Isla Roatan.

Exotic Western Caribbean: From Galveston TX, to Belize, Cozumel, Progresso and 2 days at sea.

Exotic Caribbean: From Miami, Ft. Lauderdale or Port Canaveral FL, to San Juan, St. Thomas, St. Maarten and 3 days at sea.

Canada: From New York NY, to Boston MA, to Portland ME, Saint John NB Canada, or Halifox NS Canada and a fun day at sea.

With NO "black out" dates, Customer may select from available 3,4,5,6 or 7 day cruises on Carnival, Norwegian Royal Caribbean or Celebrity Cruise Lines. All Travel must be booked at least 90 days in advance. Customer must provide transportation to and from departure port.

Customer should anticipate a minimum cost per person of \$189 to \$339 for a 3-day cruise, \$199 to \$399 for a 4-day cruise, \$259 to \$549 for a 5-day cruise, \$449 to \$659 for a 6-day cruise and \$499 to \$689 for a 7-day cruise. All rates are based on double occupancy. Accommodations are entry level inside cabin.

Cabin upgrades and additional persons per cabin may be available at additional cost. Peak season fees may apply for holiday, peak travel and Alaska cruises. A 90 day advance notice is require. Because of limited supply, cruise voucher is only available at initial visit.

By signing below, you understand the terms and conditions of the Cruise Certificate and acknowledge it will be provided at completion of installation. Cruise Certificates are transferable prior to redemption. Cruise certificates valid for 16 months after issue date.

September 17, 202	er 17,2025
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Buyer Name: Deepak Kumar bangalore nagaraj

9256 COMMERCE HWY PENNSAUKEN, NJ 08110-1202 License #: 13VH11284700



Date of Agreement:

September 17, 2025 Customer ID: PR1595788

Contract No: WN-DEV-150968-4

Item 3.

Sales: 866-446-2846 Service: 866-217-9582

#### FIRST RESPONDER DISCOUNT

## **Buyer Address:**

Deepak Kumar bangalore nagaraj Jasmine Bangera 221 S Main St Pennington, NJ 08534



**Buyer Email Information:** 



## WE APPRECIATE YOU

Window Nation Would Like To Present All First Responders And Health Care Workers With An

## **EXTRA 10% OFF Initial Visit**

Towards our current offer

## BUY 2 WINDOWS, GET 2 FREE!

Schedule Your FREE Virtual Consultation Today!

\* 4 Windows Min., Valid Only On Certain Models \* Valid During Initial Visit Only.

September 17, 2025

Buyer Name: Deepak Kumar bangalore nagaraj



Date of Agreement:

September 17, 2025

Customer ID: PR1595788 Contract No: WN-DEV-150968-4

Item 3.

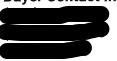
Sales: 866-446-2846 Service: 866-217-9582

LEAD FORM

### **Buyer Address:**

Deepak Kumar bangalore nagaraj Jasmine Bangera 221 S Main St Pennington, NJ 08534





**Buyer Email Information:** 



The Lead Safe Certified Guide to Renovate Right

www.epa.gov/getleadsafe

1-800-424-LEAD (5323)

EPA-740-K-10-001

April 2010

## **Occupant Confirmation**

#### Pamphlet Receipt

☑ I have received a copy of the lead hazard information pamphlet informing me of the potential risk of lead hazard exposure from the renovation activity to be performed in my dwelling unit. I received this pamphlet before the work began.

September 17, 2025	
	Buyer Name: Deepel Kumer hangelere negarei

9256 COMMERCE HWY PENNSAUKEN, NJ 08110-1202 \_icense #: 13VH11284700



**Date of Agreement:** 

Item 3. September 17, 2025

Customer ID: PR1595788 Contract No: WN-DEV-150968-4

Sales: 866-446-2846 Service: 866-217-9582

#### **TARGET HOME**

## **Buyer Address:**

Deepak Kumar bangalore nagaraj Jasmine Bangera 221 S Main St Pennington, NJ 08534



**Buyer Email Information:** 

WINDOWS . SIDING . DOORS HOME MARKETING ✓ The discounted pricing for the job MUST be kept confidential. ✓ Window Nation is allowed to post a yard sign after final measure stating "Coming Soon" new windows. √ Window Nation is allowed to post a yard sign after the job is complete for 30 days after. ✓ Complete guild quality survey after the job is installed. ✓ Once the discounted price is presented, the homeowner is able to give Window Nation a "Yes" or a "No" on whether they would like to proceed with the project today. Retail Investment: Savings Offered: Investment Amount: Monthly Payment: S. Accept . Decline 🗆 During Install (30 days) After Measure (Up to 30 days) NEW WINDOWS ASOTHER SATISFIED HOMEORNER Coming Soon WINDOW NATION WINDOW NATION WINDOWS . SIDING . DOORS 1-866-44-NATION WindowsComingSoon.com The undersigned parties understand that should any parties cancel or reject the above savings, it will be considered withdrawn If We understand by signing this rejection form that all savings offered are withdrawn and will not be offered at a later date

September 17, 2025

Sales Consultant; Prospective Buyer:

Buyer Name: Deepak Kumar bangalore nagaraj





License #: 13VH11284700

NJ 08110-1202

Customer ID: PR1595788

Contract No: WN-DEV-150968-4

9256 COMMERCE HWY PENNSAUKE

## **ORDER SUMMARY**

## **Order Summary:**

#### **Potomac**

12 - Double Hung

Color: Interior White > Exterior White

Configuration: Standard Sash Configuration

Glass: Extreme 2 Pane/Lowe & Argon > Standard > Not OBS

Grids: Full Grids > Match Base > Colonial > SDL

Screen: Half Screen

## **Potomac**

1 - Double Hung

Color: Interior White > Exterior White Configuration: Standard Sash Configuration Grids: Full Grids > Match Base > Colonial > SDL

Glass: Extreme 2 Pane/Lowe & Argon > Tempered Full > OBS Full

Screen: Half Screen

## **Additional Items:**

(7) EPA Lead Containment Install - Window (Per Opening)



9256 COMMERCE HWY PENNSAUK

Item 3.

NJ 08110-1202

License #: 13VH11284700 Customer ID: PR1595788

Contract No: WN-DEV-150968-4

## **ORDER SUMMARY**

**Total Order Summary of Units: 13** 

**Installation Details:** 

Window Removal Type: Vinyl Replacement Additional products needed in the future: Yes

Exterior Trim: High Performance Trim Coil Customer agrees to allow Window Nation to post a

yard sign until 30 days after install: Yes

Exterior Trim Color: White
Year house was built: 1898

Sealant: OSI Quad Max EPA Lead Containment Required: Yes

Insulation Around Window: OSI Quad Foam EPA Lead Testing Required: No

Clean Up and Haul Away: Yes HOA Approval Required: Yes





9256 COMMERCE HWY PENNSAUKE Item 3.

NJ 08110-1202

License #: 13VH11284700 Customer ID: PR1595788

Contract No: WN-DEV-150968-4

## **CHANGE ORDER**

## **Please Sign**

Date_	September 17, 2025	Customer Signature	
			Buyer Name: Deepak Kumar bangalore nagaraj
Date_	September 17, 2025	Customer Signature	
			Buyer Name: Jasmine Bangera

## **Planning**

From: Deepak Kumar

Sent: Friday, September 12, 2025 2:12 PM

To: Planning
Cc: Jasmine Bangera

Cc: Jasmine Bangera
Subject: Re: [EXTERNAL] Re: 25-003 221 S. Main Street - Storm Door

This message is from a sender outside of your organization.

## Hi Robin,

We are planning to replace all the front facing windows that are visible from the street i.e. in the living room (2) and the guest bedroom downstairs (3) and exactly parallel ones on the second floor in the 2 bedrooms (5) and 1 in the bathroom.

Along with that we are also replacing 2 windows from the master bedroom that are visible from the side of the house above the sunroom (2nd floor).

Please let me know if you need more information.

Thanks,

Deepak

On Fri, Sep 12, 2025 at 2:06 PM Planning planning@penningtonboro.org wrote:

Thank you Deepak.

Which windows on the home will you be replacing?

Thank you,

Robin

From: Deepak Kumar [mailto

Sent: Friday, September 12, 2025 12:03 PM

To: Planning planning@penningtonboro.org

Cc: Jasmine Bangera

Subject: Re: [EXTERNAL] Re: 25-003 221 S. Main Street - Storm Door



original Submission 9/12/25

9256 COMMERCE HWY PENNSAUKEN

NJ 08110-1202

License #: 13VH11284700

Customer ID:

Contract No: WN-DEV-150968-2

## PRODUCT SPECIFICATIONS

## **Change Order Details:**

Model: Potomac W:32.0" H: 53.0" Location: 1st Floor, Bedroom Quantity: 5

Style: Double Hung

Color: Interior White > Exterior White Configuration: Standard Sash Configuration Grids: Full Grids > Match Base > Colonial > Contour

Glass: Extreme 2 Pane/Lowe & Argon > Standard > Not OBS

Screen: Half Screen
Description: downstairs

Model: Potomac W:32.0" H: 53.0" Location: 2nd Floor, Kitchen Quantity: 7

Style: Double Hung

Color: Interior White > Exterior White Configuration: Standard Sash Configuration

Glass: Extreme 2 Pane/Lowe & Argon > Standard > Not OBS

Grids: Full Grids > Match Base > Colonial > Contour

Screen: Half Screen Description: upstairs

Model: Potomac W:32.0" H: 52.0" Location: 2nd Floor, Bathroom Quantity: 1

Style: Double Hung

Color: Interior White > Exterior White Configuration: Standard Sash Configuration Grids: Full Grids > Match Base > Colonial > Contour

Glass: Extreme 2 Pane/Lowe & Argon > Tempered Full > OBS Full

Screen: Half Screen Description: broom front







9256 COMMERCE HWY PENNSAUKEN

NJ 08110-1202

License #: 13VH11284700

Customer ID:

Contract No: WN-DEV-150968-2

## **PRODUCT SPECIFICATIONS**

## **Change Order Details:**

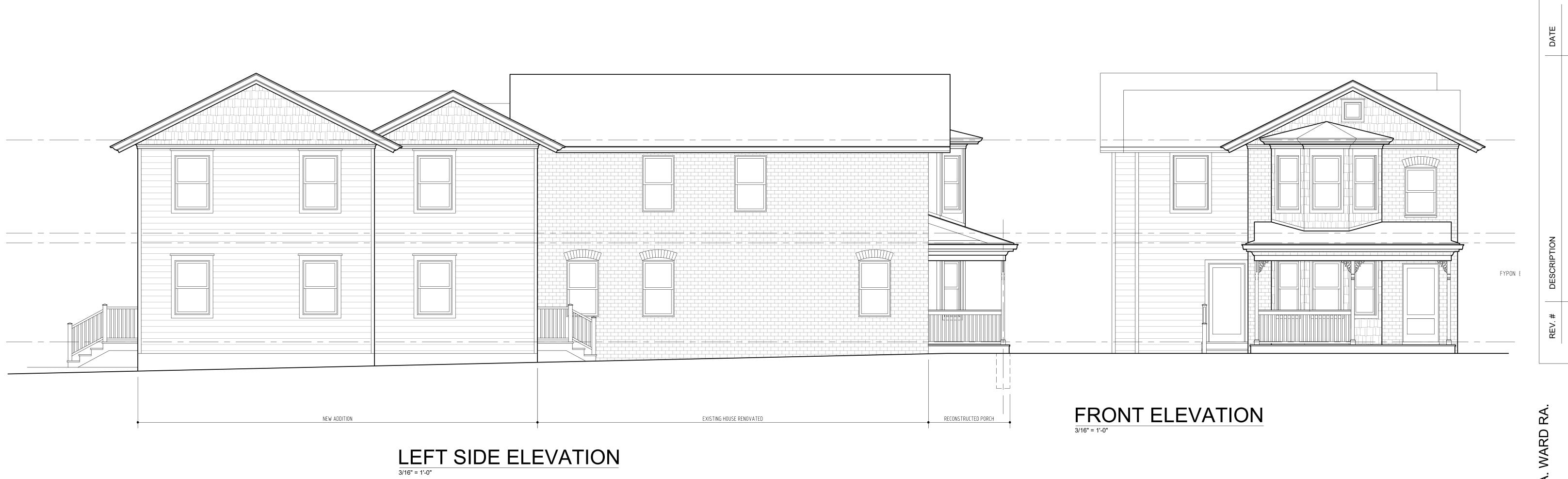
## **Additional Items:**

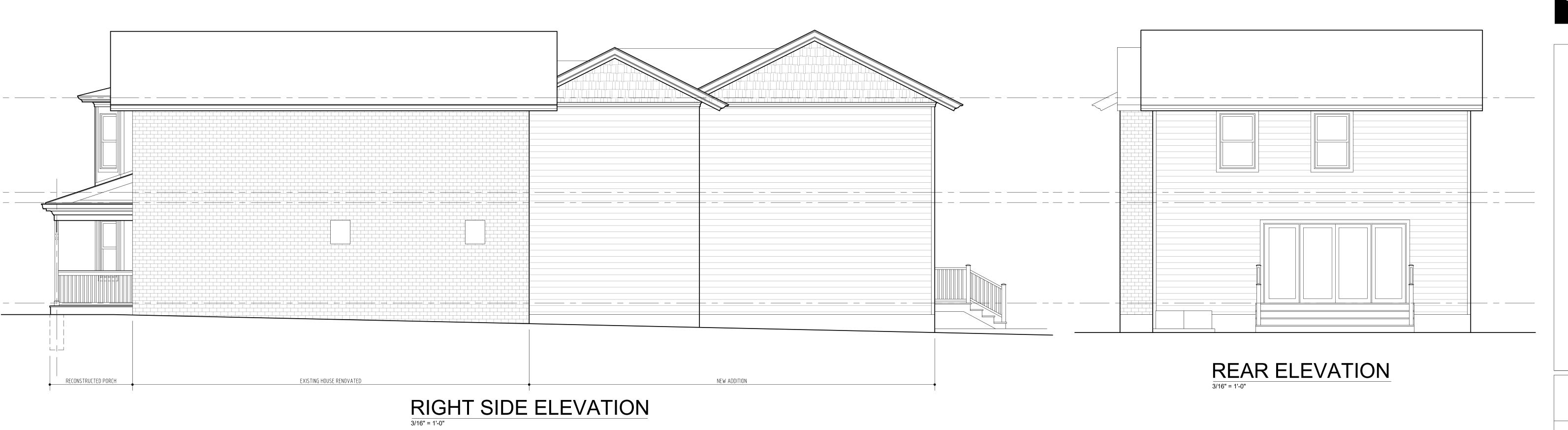
(7) EPA Lead Containment Install - Window (Per Opening)

Application Number:	25-	007
Application Date:		

# Borough of Pennington HISTORIC PRESERVATION COMMISSION APPLICATION

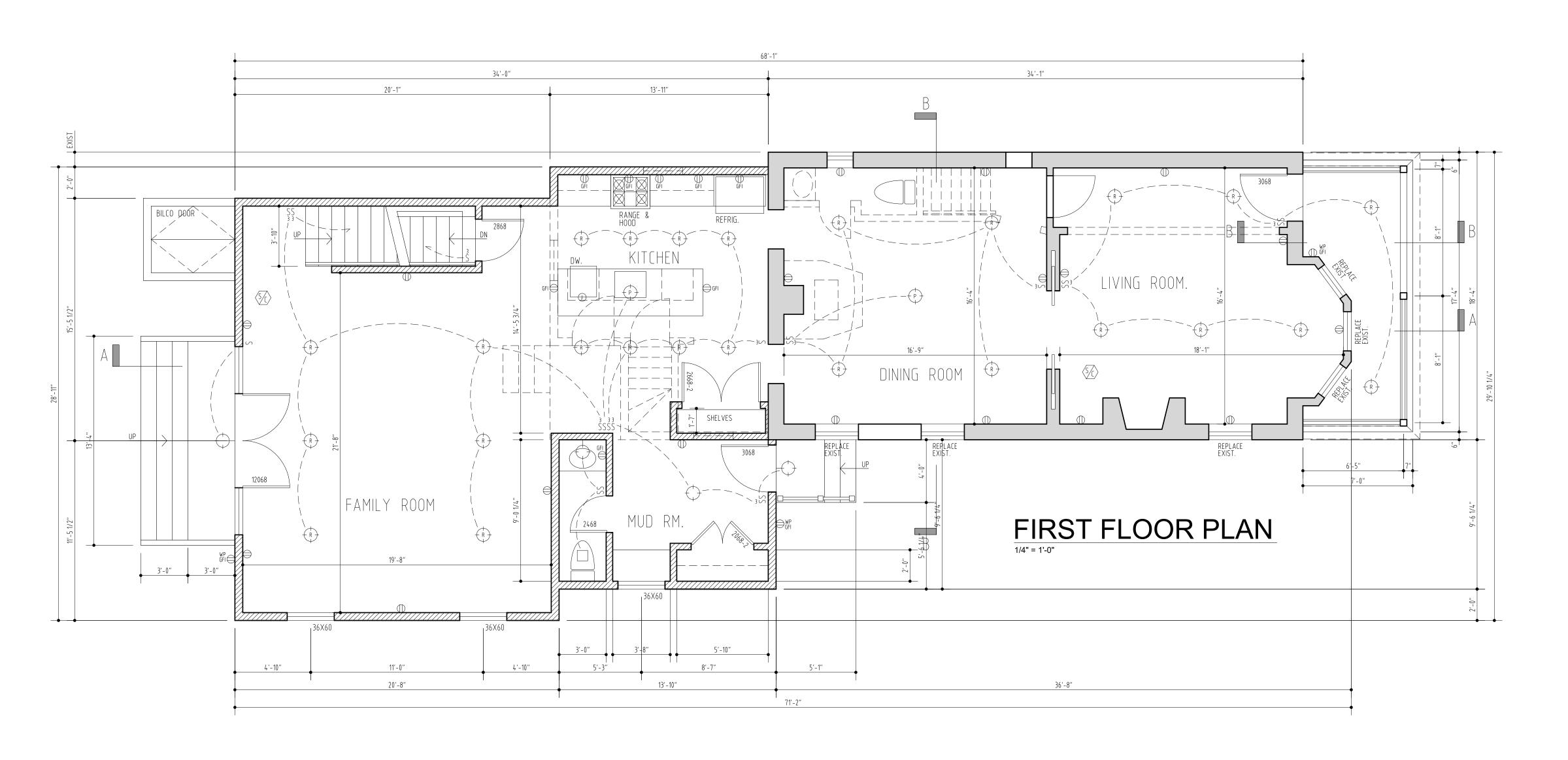
Location:	Street Address: 141 S MAIN STreet
	Block: 601 Lot: 5 Zone: R-80
Application Type:	Certificate of Appropriateness  Minor Work Application  Development Application
9	
Proposed Work:	<ul> <li>New Construction</li> <li>Addition</li> <li>Alteration</li> <li>Demolition</li> <li>Other:</li></ul>
	rk. Identify materials and product manufacturers. Provide photographs, drawings edded to describe proposed changes. Submit 2 hard copies + 1 electronic copy.
De novation	n of Existing Building
Construti	on of new two story Addition at LEAST of
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	garage boots

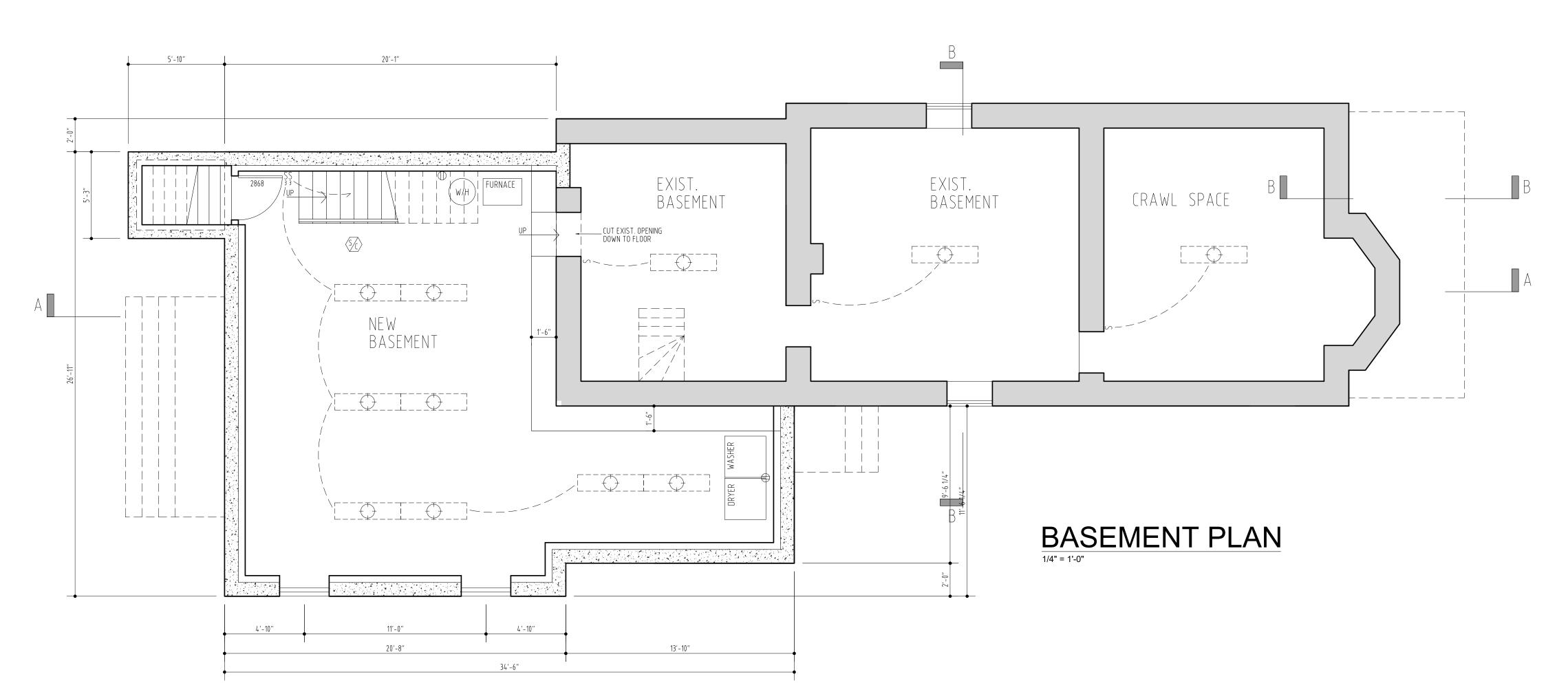


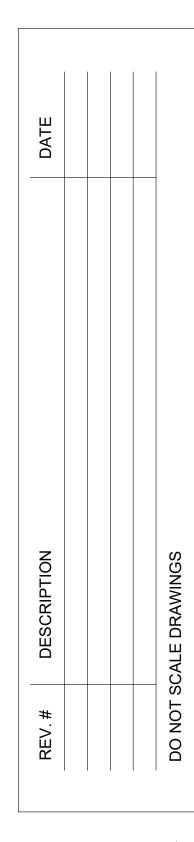


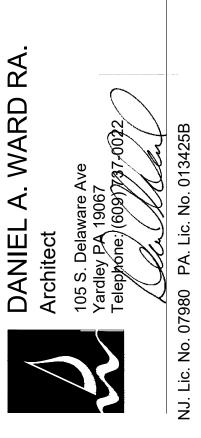
ALTERATIONS AND ADDITIONS TO EXISTING HOUSE

DATE 9-15-25





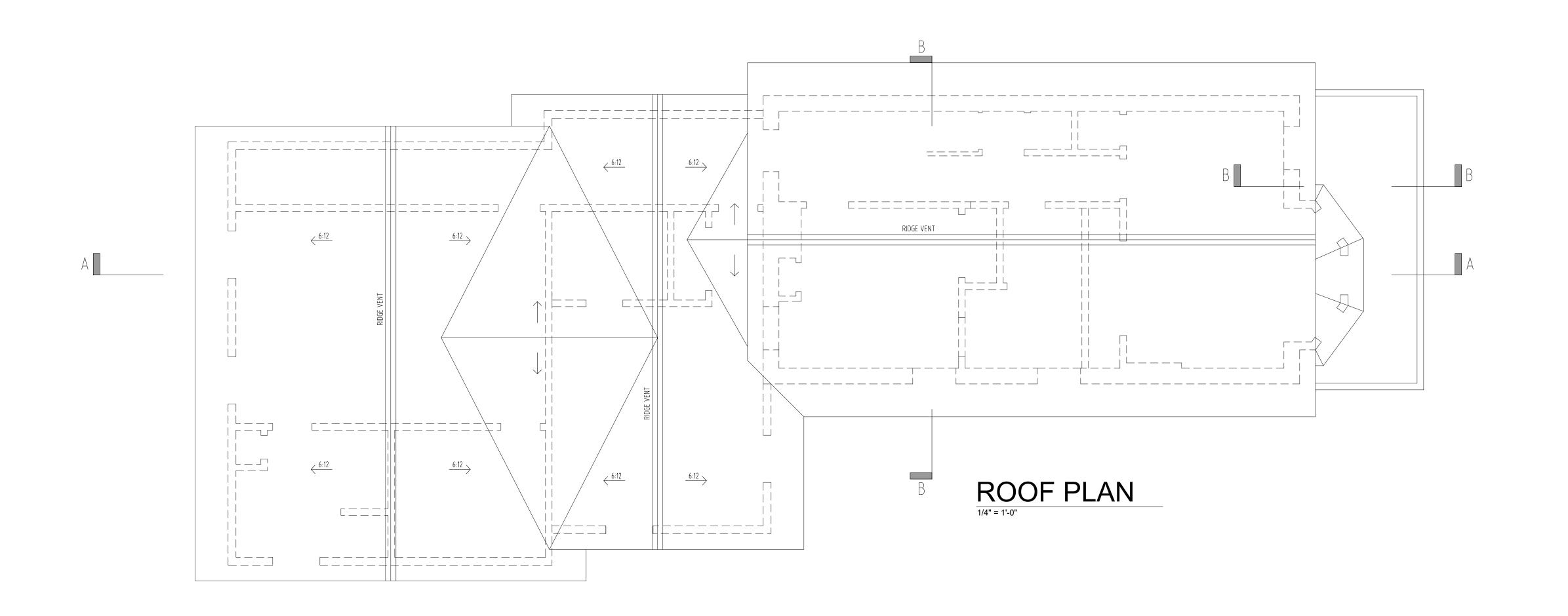


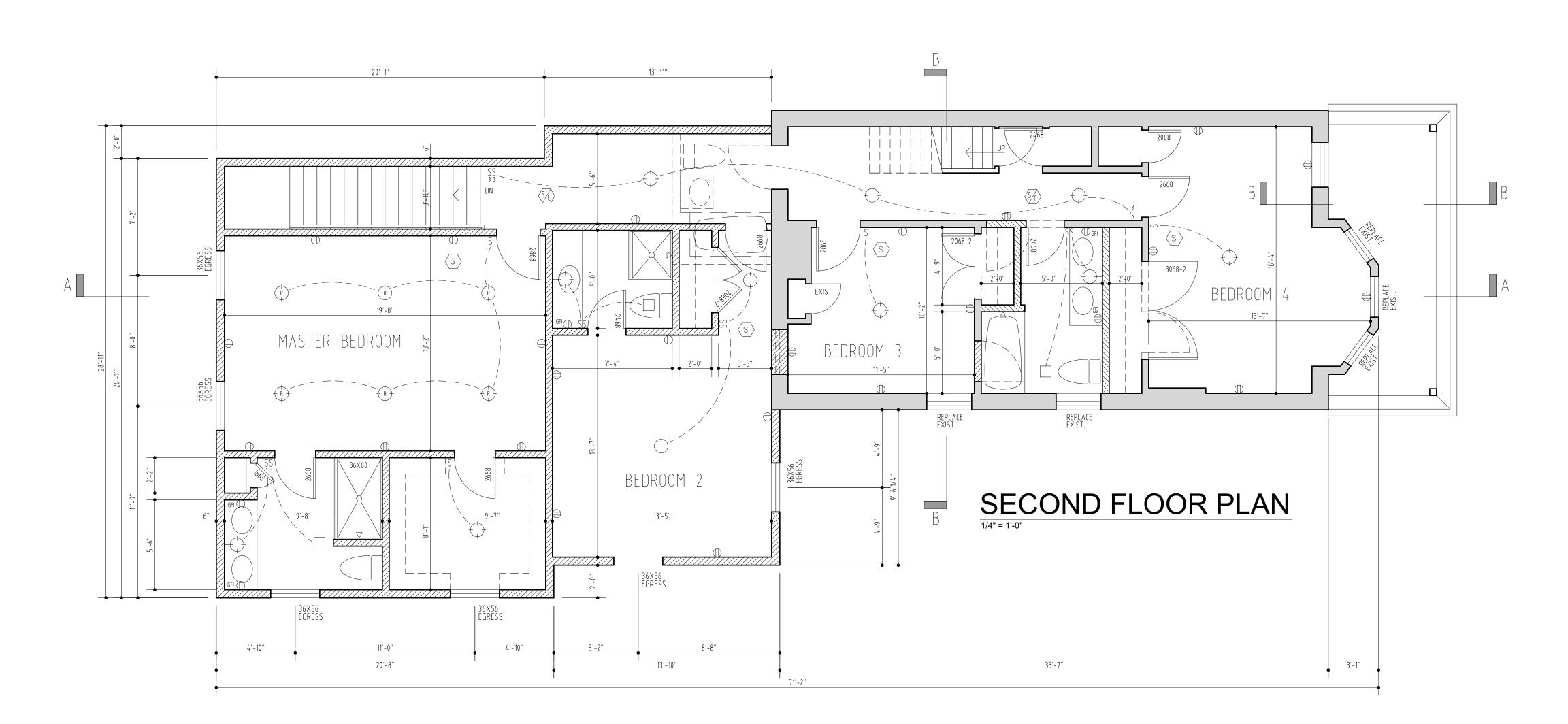


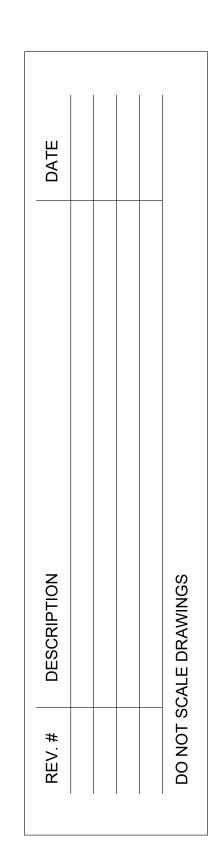
ALTERATIONS AND ADDITIONS TO EXISTING HOUSE
141 S. MAIN ST. PENNINGTON NJ.
FOR UMBERTO NINI
PROJECT: 2535

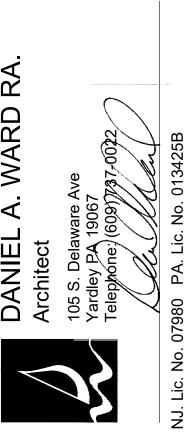
**A-1**DATE 9-15-25

51









ALTERATIONS AND ADDITIONS TO EXISTING HOUSE
141 S. MAIN ST. PENNINGTON NJ.
FOR UMBERTO NINI
PROJECT: 2535

**A-2**DATE 9-15-25

52

Item 4.

**Date:** October 20, 2025 at 3:11:40 PM EDT **To:** Planning <a href="mailto:planning@penningtonboro.org">planning@penningtonboro.org</a>

Subject: 141 S Main

Hi Robin,

Here's what I have so far for 141 S Main.

I'm going to restore the original brick exterior. And as far and windows, anything that I install will match what's already there.

Happy to take the Commission's recommendations/requirements.

## FRONT PORCH

Design provided by owner - as on architectural drawings

## HARDIE SIDING

Smooth lap siding - 7.25" exposure Color TBD (see attached ideas)

## **GARAGE DOORS**

Clopay Coachman Door with SQ24 Windows



Let me know if you have any questions or need anything more.

Thanks,

Bert

## Planning

From:

Sent:

Monday, October 20, 2025 3:16 PM

To:

Planning

Subject:

[EXTERNAL] Fwd: 141 S Main

This message is from a sender outside of your organization.

Hi Robin, forget to attached the colors we are considering for siding. This is still to be determined.

From: Umberto Nini <br/> <br/> <br/> <br/> daol.com>

# Pearl Gray



55

## Cobble Stone



3

# **Gray Slate**



ر ا

#### **Planning**

From:

Blackman, Emily <eblackman@mercercounty.org>

Sent:

Tuesday, October 14, 2025 12:58 PM

To:

Planning

Subject:

[EXTERNAL] re: historic preservation project priorities

This message is from a sender outside of your organization.

#### Hi Robin,

I wanted to say hello and introduce myself - I've recently started working in the Mercer County Planning Department in a role focused on historic preservation projects.

When you have a moment, I'm doing an informal survey of sorts to see what Mercer municipalities' historic preservation priorities are - for example, are there any historic preservation projects that Pennington is currently working on? What would Pennington's "wish-list" be for historic preservation work if funding were available? And please let me know if there is someone else I should be in contact with instead.

Happy to give you a call or set up a meeting if that would be easier. Thanks very much!

-Emily



Emily Blackman, PP, AICP
Historic Preservation Specialist
Office of Planning
640 South Broad Street, Trenton, NJ 08611
Tel: (609) 278-4856
eblackman@mercercounty.org

## Historic Preservation Commission Borough of Pennington

30 N. Main Street
Pennington, New Jersey 08534
609-737-0276 x3

, 2025

New Resident

RE: N. Main Street Block. Lot

Crossroads Historic District

#### Sent via U.S. Mail

Dear New Homeowner,

Congratulations on the recent purchase of your home and welcome to Pennington Borough!

You are receiving this informational letter as your home is located within Pennington Borough's Historic District. The Pennington Borough Council established a Historic Preservation Ordinance for the long-term protection of Pennington's historic character in 2011. As part of the ordinance, Pennington's Crossroads Historic District was established and a Historic Preservation Commission was formed.

The goal of the Commission is to protect Pennington from the loss of its unique historic character over time. The ordinance was carefully written to minimize the inconvenience of the review process and the requirements are the result of substantial community input. To safeguard the history and character of the properties identified within the Historic District and pursuant to N.J.S.A. 40:55D-65.1, Borough Code Chapter 119, certain exterior changes are subject to review by the Pennington Borough Historic Preservation Commission.

Demolition of historic structures is discouraged, and certain types of exterior changes which are visible from the street are reviewed. In many cases, attendance at a meeting is not required. The attached sheet provides a summary of when you do and do not need to apply to the Commission for proposed changes, and how the application and approval process works.

The Historic Preservation Commission has a webpage that can address questions about this process: <a href="https://www.penningtonboro.org/1212/Historic-Preservation-Commission">https://www.penningtonboro.org/1212/Historic-Preservation-Commission</a>. Scroll to the bottom of the webpage to FAQs.

Please contact Robin Tillou, HPC Board Secretary, at 609-737-0276 x3 or <u>planning@penningtonboro.org</u> for any questions or concerns you may have.

Regards,

## The Historic Preservation Commission

Eric Holtermann, 2025 HPC Chair; Bob Chandler, 2025 Vice-Chair; Mary Baum; David Coats; Jack Davis; Katrina Homel; Natalie Shivers; George Ford, Alt I; Craig Wallace, Alt II

## BOROUGH OF PENNINGTON HISTORIC REVIEW PROCEDURES

Pennington's Historic Preservation Ordinance regulates changes made to individually-listed historic sites and properties located within the historic district. The ordinance meets the requirements of New Jersey's Municipal Land Use Law (MLUL). Also, the ordinance is available on line at the Borough website: <a href="https://www.penningtonboro.org">www.penningtonboro.org</a>.

According to the ordinance, the Historic Preservation Commission is charged with determining whether proposed changes to existing historic sites or buildings within Historic Districts are appropriate. This is accomplished by a review process which results in issuance of a "Certificate of Appropriateness" (C of A). The ordinance specifically identifies when a Certificate of Appropriateness is required, and when it is not required.

## Historic Review Required:

- Changes to the exterior of a structure which are visible from the street, including replacement of doors and windows
- Demolition of any principal building or part of a principal building,
- Relocation of principal buildings
- Building additions and new construction visible from the street.

## Historic Review <u>not</u> required:

- Changes to the interior of a structure
- Exterior or interior painting
- Ordinary maintenance and repair with in-kind materials
- Replacement of any materials with new materials which match design, scale and appearance
- Replacement of roofing materials with any replacement material
- Changes to landscape, walkways, driveways, fences, signs or other site items
- Exterior lighting not attached to principal structure or not visible from street
- Changes in technology including solar panel, satellite dishes, or HVAC equipment
- Work related to an accessory structure in a rear yard
- Alterations to structures constructed after 1945

## (continued)

The Historic Preservation ordinance includes specific criteria for the review and approval process. The Historic Preservation Commission must comply with these criteria in determining the appropriateness of any application.

When it is determined that the proposed work requires Historic Review, there are two types of applications for a Certificate of Appropriateness:

- For most changes, the Property Owner submits an "Application for Certificate of Appropriateness", available at Borough Hall. The Historic Preservation Commission then reviews the application at a regular monthly public meeting, and approves or denies the application, consistent with the requirements of the ordinance. Approvals may include conditions.
- 2. Certain minor changes, generally related to doors, windows or exterior sheathing, can be approved quickly with a "Minor Work Application", which does not require review at a regular monthly meeting.

Either type of application, when approved, is issued a "Certificate of Appropriateness". In the case of a disagreement, the actions of the Historic Preservation Commission may be appealed to the Borough Planning Board

Note that the Historic Preservation Commission acts only in an advisory capacity when applications are made to the Planning or Zoning Boards for Site Plan, Subdivision or Variance Applications. The Historic Preservation Commission does not issue a Certificate of Appropriateness in these cases, but instead submits their review and recommendations to the Planning Board.

Also note that the Certificate of Appropriateness is independent from and does not replace any other required reviews or approvals such as zoning and building department approvals

Historic Preservation Commission meetings are open to the public and are generally held on the third Tuesday of the month at Borough Hall. Please check in advance to verify that a meeting is scheduled.

December, 2012