



## PROJECT BRIEF

*Historic District Board of Review Application for Certificate of Appropriateness at 227 W. First St. to replace wooden windows with vinyl windows on rear porch.*

Application Date: June 18, 2024

HDBR Meeting Date: August 26, 2024

### Project Description:

Certificate of Appropriateness application to replace wooden windows with vinyl windows on rear porch.



### Current Zoning:

Historic District Residential (HDR)

### Project Location:

227 W. First St.

### Applicant:

Lea Ann Williams  
227 W. First St.  
Madison, IN 47250

### Owner:

Lea Ann Williams  
2066 Ridgewood Dr.  
Madison, IN 47250

### Supporting Documents:

COA application  
Photo of property  
Photos of proposed materials  
Copy of HDBR meeting public sign

### Alterations, Historical Information, & Prior Approvals:

Date	c. 1870
Style	Shotgun
Evaluation	Contributing
Survey Notes	

### Alterations:

### Historical Information/Misc. Important Information:

### Prior COA Approvals:

## Guidelines, Standards, & Ordinances

### HDBR Guidelines:

*Madison Historic District Design Guidelines* – 18.0 WINDOWS p. 82-86

**18.1** Retain and preserve historic windows including all significant related elements such as frames, sashes, shutters, hardware, old glass, sills, trim and moldings.

**18.2** Maintain existing historic windows where possible.

**18.3** Repair existing historic windows where possible, rather than replacing entire window units.

**18.4** Replace in kind, using replacement windows that match the existing historic elements as closely as possible.

**18.5** Use storm windows to improve energy efficiency where needed.

**18.7** New windows must match the originals in overall size and opening area and should have three dimensional muntins with either true divided lights (TDL) or simulated divided lights (SDL) which have three dimensional grilles on both the interior and exterior sides and a shadow bar between the panes.

### Ordinance:

#### 151.34 Visual Compatibility Factors

- (A) Height. The height of proposed buildings shall be visually compatible with adjacent buildings.
- (B) Proportion of building's front facade. The relationship of the width of building to the height of the front elevation shall be visually compatible to buildings, squares, and places to which it is visually related.
- (C) Proportion of openings within the facility. The relationship of the width of the windows to height of windows in a building shall be visually compatible with buildings, squares, and places to which the building is visually related.
- (D) Rhythm of solids to voids in front facades. The relationship of solids to voids in the front facade of a building shall be visually compatible with buildings, squares, and places to which it is visually related.
- (E) Rhythm of spacing of buildings on streets. The relationship of the building to open space between it and adjoining buildings shall be visually compatible to the buildings, squares, and places to which it is visually related.
- (F) Rhythm of entrance or porch projection. The relationship of entrances and porch projections to sidewalks of buildings, squares, and places shall be visually compatible to the buildings to which it is visually related.
- (G) Relationship of materials, and texture. The relationship of materials, and texture of the facade of a building shall be visually compatible with the predominant materials used in the buildings to which it is visually related.
- (H) Roof shapes. The roof shape of a building shall be visually compatible with the buildings to which it is visually related.
- (I) Walls of continuity. Appurtenances of a building such as walls, wrought iron, fences, evergreen landscape masses, and building facades, shall, if necessary, form cohesive walls of enclosure along a street, to insure visual compatibility of the building to the buildings, squares, and places to which it is visually related.
- (J) Scale of a building. The size of a building, the building mass of a building in relation to open spaces, the windows, door openings, porches, and balconies shall be visually compatible with the buildings, squares, and places to which it is visually related.

**Secretary of the Interior Standards:**

6. Deteriorated historic features shall be repaired rather than replaced. Where the severity of deterioration requires replacement of a distinctive feature, the new feature shall match the old in design, color, texture, and other visual qualities and, where possible, materials. Replacement of missing features shall be substantiated by documentary, physical, or pictorial evidence.

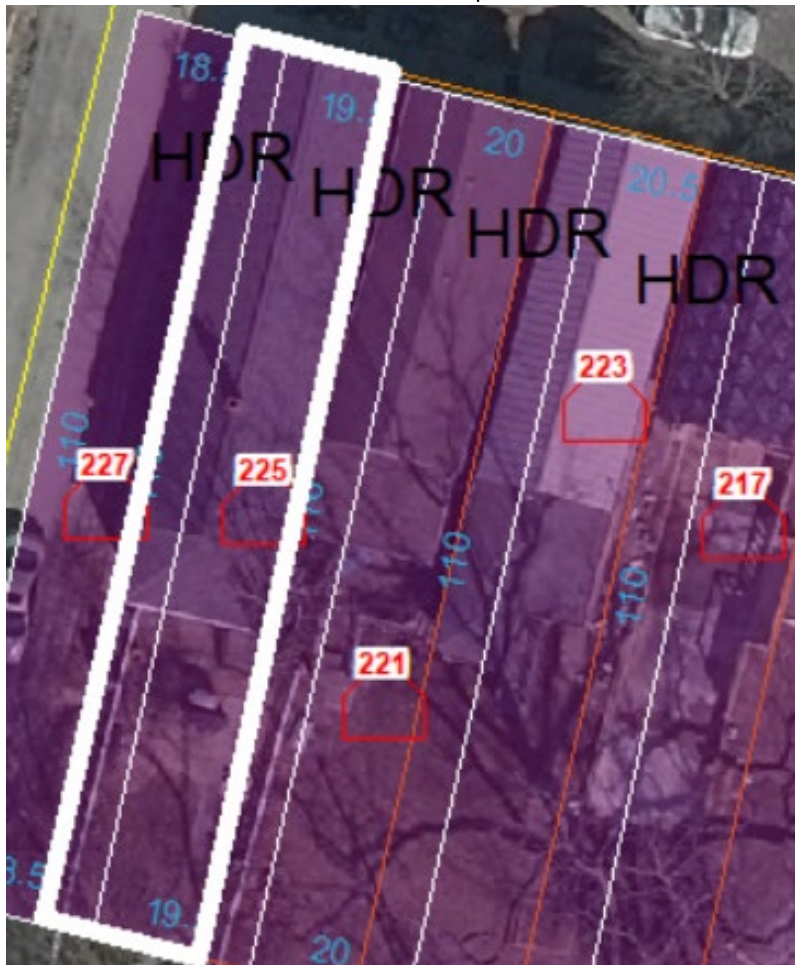
**Preservation Brief:**

9: The Repair of Historic Wooden Windows

**Conformance with Guidelines, Ordinance & Standards:**

The project is not in conformance with the guidelines and ordinance. The planned materials on this structure are inappropriate with the change from wooden windows to white vinyl windows.

Think GIS Map





# MADISON

Indiana  
Planning, Preservation and Design

101 W Main St  
Madison, IN 47250  
(812) 265-8324

## Application for Certificate of Appropriateness

Paper applications will be accepted by the Office of Planning, Preservation, and Design; however, electronic submissions through our Permit Portal are preferred. This application can be submitted electronically at [www.madison-in.gov/reporting](http://www.madison-in.gov/reporting).

HDBR Staff Review Fee	\$ 10.00
HDBR Application Fee*	\$ 25.00
HDBR Ad Fee*	\$ 15.00
Sign Fee*	\$ 2.00 per street

\* Required for applications being heard before the HDBR.

Purpose: All exterior changes visible from the public right-of-way (streets/alleys) within the Madison Historic District requires a Certificate of Appropriateness (COA). Applications must be complete before the HDBR or Staff can begin the review process. Submit this application form, all supplemental documentation as required, and the required fee(s).

This application must be filed at least 15 days prior to scheduled meeting to be eligible for consideration at that meeting. Actual deadlines vary due to holidays, office business hours and operating schedule, media publishing deadlines, etc. Deadlines are published publicly and can also be provided by contacting the Planning Office.

### APPLICANT INFORMATION

Name: Lea Ann Williams  
Street: 227 West 1<sup>st</sup> Street  
City: Madison State: IN Zip: 47250  
Phone (Preferred): 812-493-9863  
Phone (Alternate): 812-273-5161  
Email: sweetpea47138@yahoo.com

### OWNER INFORMATION (IF DIFFERENT\*)

Name: Lea Ann Williams  
Street: 2066 Ridgewood Dr.  
City: Madison State: IN Zip: 47250  
Phone (Preferred): 812-493-9863  
Phone (Alternate): 812-273-5161  
Email: sweetpea47138@yahoo.com

\* If Applicant is not Owner, MUST submit documentation from owner authorizing applicant on their behalf.

### PROPERTY FOR WHICH THE WORK IS REQUESTED

Address and/or Legal Description of Property: 227 West 1<sup>st</sup> St. Shot gun house

Zoning Classification: \_\_\_\_\_

Type of Project (Check all that apply)

- ☐ New Building
- ☐ Addition to Building
- ☐ Relocating a Building
- ☐ Demolition

- ☐ Restoration, Rehabilitation, or Remodel
- ☐ Fence or Wall
- ☐ Sign

☐ Other: porch windows - back of house

Description of Existing Use: Closed in porch

Description of Proposed Use: same

Name of Contractor (If applicable): unknown at this time: getting estimates

Per the City of Madison Historic District Ordinance, an application must include the following in addition to the usual material required for a building permit at the time of application. For site plans all four (4) setbacks from property line MUST be labeled. Only one (1) copy of each supporting document is necessary.

**Repair, Replace, or Repair/Replace:**

- ☐ Structure Plan - Elevations (Only required if making changes to openings or adding/removing features)
- ☐ Site Plan MUST have all four (4) setbacks labeled. (Only if changing footprint)
- ☐ Photographs (current/proposed) with captions
- ☐ Samples/brochures

**New Buildings and New Additions:**

- ☐ Structure Plan - Elevations (Only required if making changes to openings or adding/removing features)
- ☐ Site Plan MUST have all four (4) setbacks labeled.
- ☐ Floor Plan
- ☐ Photographs of proposed site and adjoining properties with captions
- ☐ Samples/brochures

**Sign and Fence/Walls:**

- ☐ Photograph of Existing with captions
- ☐ Sketches/Photo of proposed
- ☐ Samples/brochures
- ☐ COA Addendum

**Moving Buildings:**

- ☐ Map showing existing location
- ☐ Map showing proposed location
- ☐ Photographs of structure with captions

**Demolition:**

- ☐ Photographs with captions

Provide a detailed Narrative statement describing the proposed scope of work. If the project includes more than one type of project, please divide the description into sections.

Windows on back of house (porch) are rotting but - I just want to replace them - I have gotten 3 estimates - and have not made a decision yet. There is one other person coming to see about re-glazing them - instead of replacing.

The other windows in this house have been replaced w/ white vinyl

Include a list of existing and proposed materials for each applicable category. New Construction, Relocation, or Demolition are on the next page.

Check all that apply	Building Element	Guideline Page #	Approval Types	Existing Material	Proposed Material
<input type="checkbox"/>	Brickwork & Masonry	40	STAFF		
<input type="checkbox"/>	Concrete & Stucco	42	STAFF		
<input type="checkbox"/>	Siding	44	HDBR/STAFF		
<input type="checkbox"/>	Metal	49	STAFF		
<input type="checkbox"/>	Architectural Details	52	HDBR/STAFF		
<input type="checkbox"/>	Awnings & Canopies	54	STAFF		
<input type="checkbox"/>	Cornices	56	HDBR/STAFF		
<input type="checkbox"/>	Chimneys	57	HDBR/STAFF		
<input type="checkbox"/>	Doors & Entrances	59	HDBR/STAFF		
<input type="checkbox"/>	Fire Escapes & Staircases	62	HDBR/STAFF		
<input type="checkbox"/>	Foundations	63	STAFF		
<input type="checkbox"/>	Historic Garages & Outbuildings	64	HDBR/STAFF		
<input type="checkbox"/>	Light Fixtures	66	STAFF		
<input type="checkbox"/>	Porches	68	HDBR/STAFF		
<input type="checkbox"/>	Roofs	71	HDBR/STAFF		
<input type="checkbox"/>	Signs	74	STAFF		
<input type="checkbox"/>	Storefronts	78	HDBR/STAFF		
<input checked="" type="checkbox"/>	Windows	82	HDBR/STAFF	wood-	Fibrex or vinyl
<input type="checkbox"/>	Window Shutters and Screens	87	HDBR/STAFF		
<input type="checkbox"/>	Fences and Walls	88	STAFF		
<input type="checkbox"/>	Mechanical Units	91	STAFF		
<input type="checkbox"/>	Pools, Fountains, Gazebos & Pergolas (existing)	93	STAFF		

Include a list of existing and proposed materials for each applicable category.

Check all that apply	Building Element	Guideline Page #	Approval Types	Existing Material	Proposed Material
<input type="checkbox"/>	New Construction - Residential	94	HDBR		
<input type="checkbox"/>	New Construction - Outbuildings	101	HDBR		
<input type="checkbox"/>	New Construction - Commercial	103	HDBR		
<input type="checkbox"/>	New Construction - Additions	109	HDBR		
<input type="checkbox"/>	New Construction - Decks	109	HDBR/STAFF		
<input type="checkbox"/>	New Construction - Accessibility	110	HDBR/STAFF		
<input type="checkbox"/>	New Construction - Energy Retrofit	112	HDBR/STAFF		
<input type="checkbox"/>	Relocation	115	HDBR		
<input type="checkbox"/>	Demolition	116	HDBR		
<input type="checkbox"/>	Other: _____		HDBR/STAFF		

Please read the following statements. Your signature below acknowledges that you have read the statements and attest to their accuracy:

- I understand that the approval of this application by City Staff or the HDBR does not constitute approval of other federal, state, or local permit applications.
- I understand that I (or my representative) will need to attend the HDBR Hearing. If no representation is present at the meeting, the application will be deemed incomplete and will be placed on the next month's agenda.
- I have reviewed the City of Madison's "Historic District Guidelines" in preparing this Application.
- I understand that I must post the notification sign(s) provided by the HDBR on site for 15 consecutive days immediately prior to the meeting on which my application will be heard by the HDBR.

6/18/2024  
Date

Lea Ann Williams  
Signature of Applicant

<b>COMPLETED BY PLANNING OFFICE</b> Application Accepted on: _____ Application Accepted by: _____ Application to be Reviewed by: <input type="checkbox"/> HDBR <input type="checkbox"/> STAFF	<b>Meeting Information: Historic District Board of Review</b> <b>101 W Main St, Madison, IN 47250 - Council Chambers</b> <b>Meeting Date: _____ Time: 5:30PM</b> Action on Application: <input type="checkbox"/> HDBR/STAFF COA issued <input type="checkbox"/> HDBR/STAFF COA denied <input type="checkbox"/> HDBR Extended <input type="checkbox"/> Sent to HDBR by Staff
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**Documentation Review** (Completed by Planning Office)

\_\_\_\_ Owner Authorization provided (if req'd)  
 \_\_\_\_ Site plan is adequate  
 \_\_\_\_ Application is complete

\_\_\_\_ Required supporting documents are provided  
 \_\_\_\_ COA Addendum (if req'd)  
 \_\_\_\_ Notification Sign given to applicant

**From:** [lea montgomery](#)  
**To:** [Nicole M Schell, AICP](#)  
**Subject:** More window pictures of 227 west first street  
**Date:** Tuesday, June 18, 2024 3:05:29 PM

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Nicole,  
This is the inside of the porch windows.  
Thank you  
Lea Ann Williams



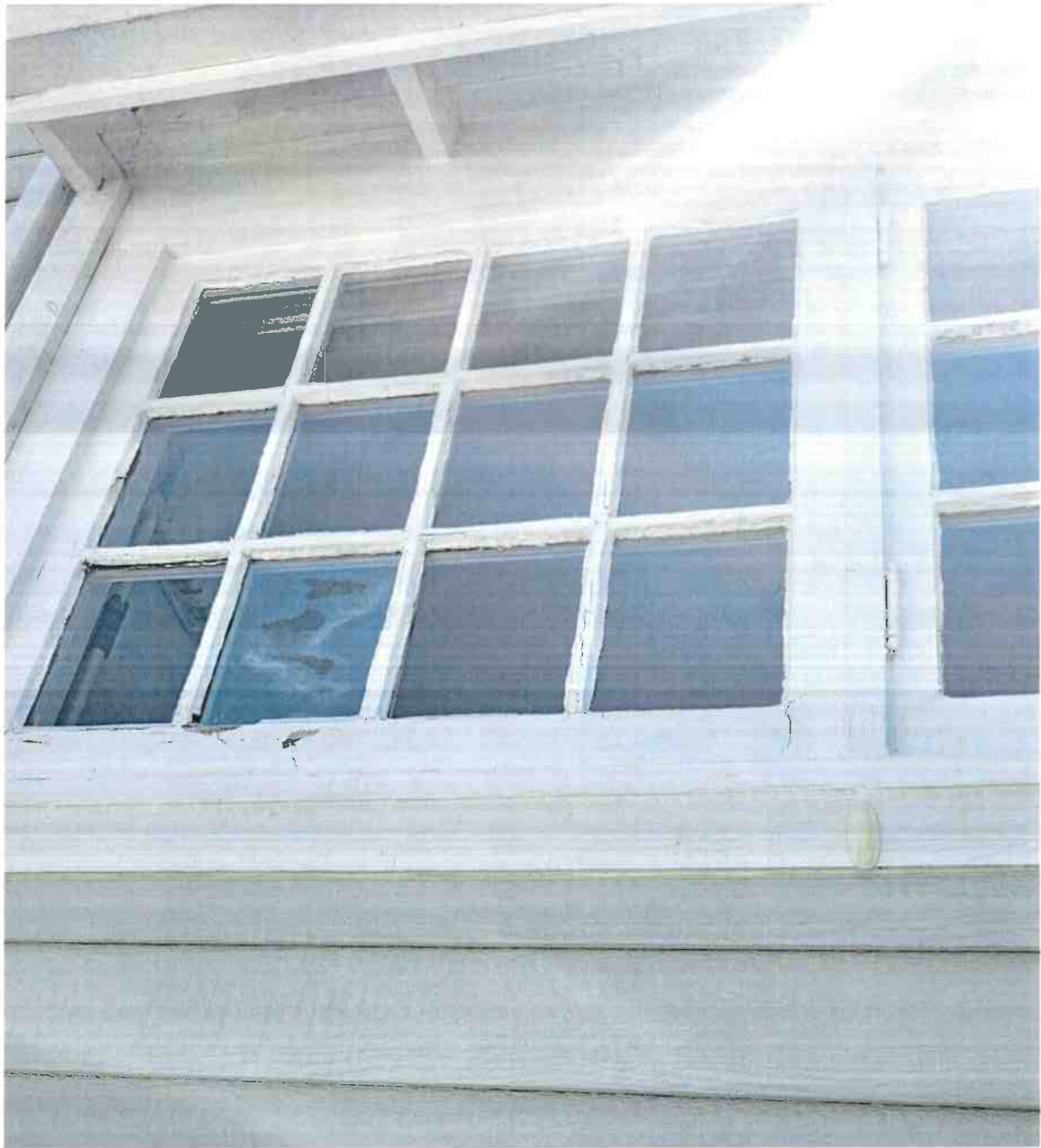




**From:** [lea montgomery](#)  
**To:** [Nicole M Schell, AICP](#)  
**Subject:** Window replacement 227westfirst street  
**Date:** Tuesday, June 18, 2024 10:15:41 AM

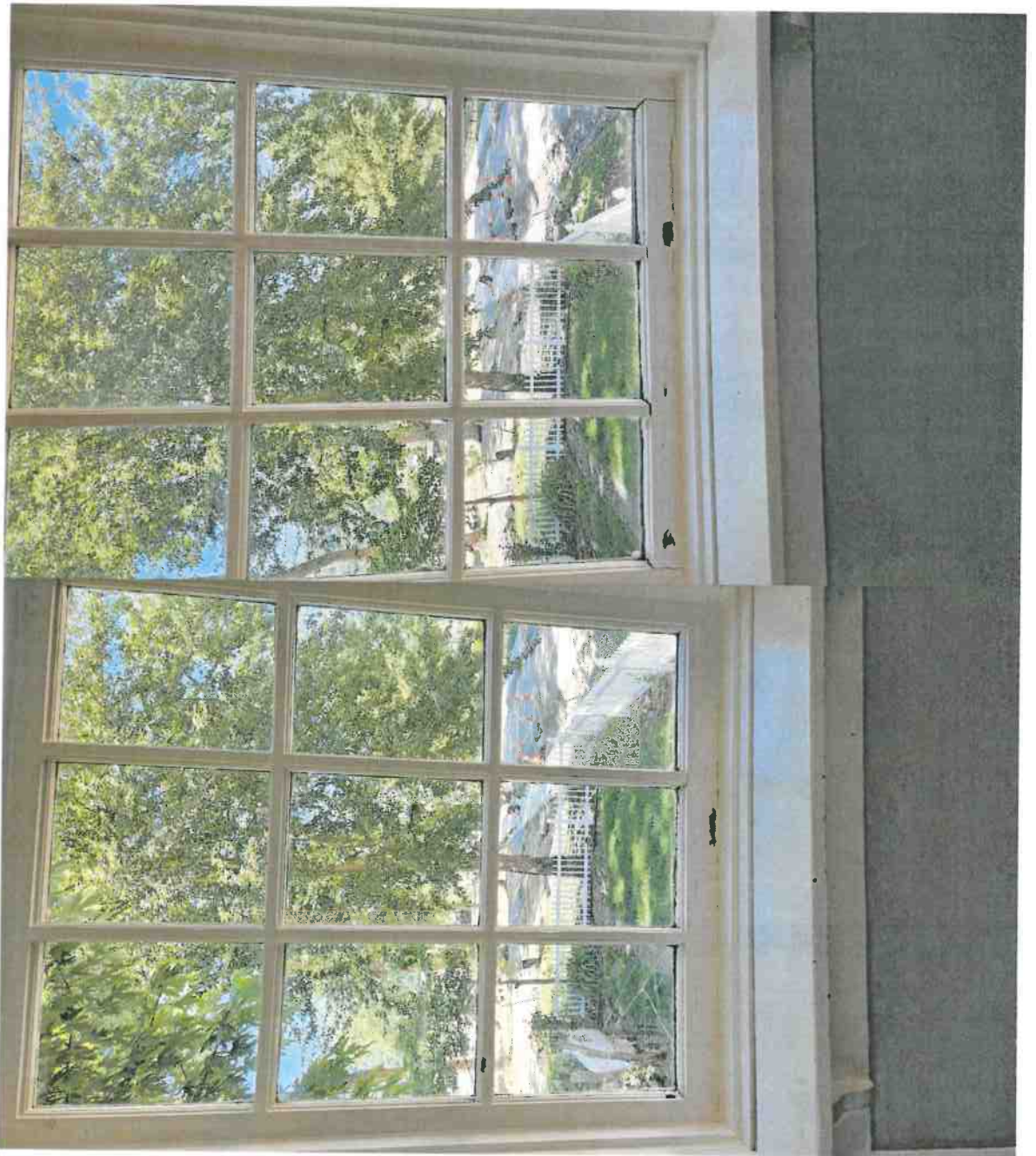
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[Yahoo Mail: Search, Organize, Conquer](#)

# YOUR PROFESSIONAL-CLASS PRODUCT

ecolite EL400 Series 401 - Double Hung

877.389.0835  
2150 State Route 39  
Sugarcreek, OH 44681

## QUOTE INFORMATION

Job: Leanne Williams 4  
Order #11833565-1  
Qty: 2

## DETAILS

- ecolite Window - EL400 Series**  
401 - Double Hung  
White  
Constant Force Quick Tilt Balance System  
Sash Stops  
Double Sweep Locks  
White Vent Locks  
White Hardware  
2 Vent Locks  
Roll Form Bottom Screen (White) with BetterVue Screen  
Mesh  
Sill Extender  
Low-E w/Argon Glazing  
Single Strength Glass  
3/4" IG Thickness  
Colonial Contoured Grid - 2V x 1H  
White Grids

## INFORMATION AND WARNINGS

Integral nail fin has not been selected. Nail fin cannot be added later.

OUTSIDE VIEW

INSIDE VIEW

### SIZING

Contact your dealer for sizing and pricing.

### Structural

Air:  
0.13 cfm/ft<sup>2</sup> @ 1.57 psf  
ASTM E 283

Water:  
5.43 psf  
ASTM E 547

Structural:  
R-PG35 118mph  
AAMA/WDMA/CSA 101/IS 2/4440-08 and 11  
DP 35

### ENERGY

#### ENERGY PERFORMANCE RATINGS

U-Factor (U50°F)      Solar Heat Gain Coefficient  
**0.30**      **0.26**

#### ADDITIONAL PERFORMANCE RATINGS

Visible Transmittance      Condensation Resistance  
**0.49**      **56.00**

Air Infiltration (cfm/ft<sup>2</sup>)  
**<= 0.13**

STC: 25; OTC: 22; Acoustic Test Report: I2960-01-113-11

# YOUR PROFESSIONAL-CLASS PRODUCT

ecoLite EL400 Series 401 - Double Hung

877.389.0835  
2150 State Route 39  
Sugarcreek, OH 44681

## QUOTE INFORMATION

Job: Leanne Williams 4  
Order #11833565-2  
Qty: 2

## DETAILS

ecoLite Window - EL400 Series

401 - Double Hung

White

Constant Force Quick Tilt Balance System

Sash Stops

Double Sweep Locks

White Vent Locks

White Hardware

2 Vent Locks

Roll Form Bottom Screen (White) with BetterVue Screen

Mesh

Sill Extender

Low-E w/Argon Glazing

Single Strength Glass

3/4" IG Thickness

Colonial Contoured Grid - 2V x 1H

White Grids

## INFORMATION AND WARNINGS

Integral nail fin has not been selected. Nail fin cannot be added later.

OUTSIDE VIEW

INSIDE VIEW

### SIZING

Contact your dealer for sizing and pricing.

### Structural

Air:

0.11 cfm/ft<sup>2</sup> @ 1.57 psf

ASTM E 283

Water:

4.60 psf

ASTM E 547

Structural:

H-R15 77mph

AAMA WDMACSA 101/15.2/AA40-08 and 11

DP 15

### ENERGY

#### ENERGY PERFORMANCE RATINGS

U-Factor (U-SI/H)

Solar Heat Gain Coefficient

0.30

0.26

#### ADDITIONAL PERFORMANCE RATINGS

Visible Transmittance

Condensation Resistance

0.49

56.00

Air Infiltration (cfm/ft<sup>2</sup>)

<= 0.13

STC: 25; OTC: 22; Acoustic Test Report: I2960.01-113-11

# YOUR PROFESSIONAL-CLASS PRODUCT

ecolite EL400 Series 401 - Double Hung

877.389.0835  
2150 State Route 39  
Sugarcreek, OH 44681

## QUOTE INFORMATION

Job: Leanne Williams 4  
Order #11833565-3  
Qty: 4

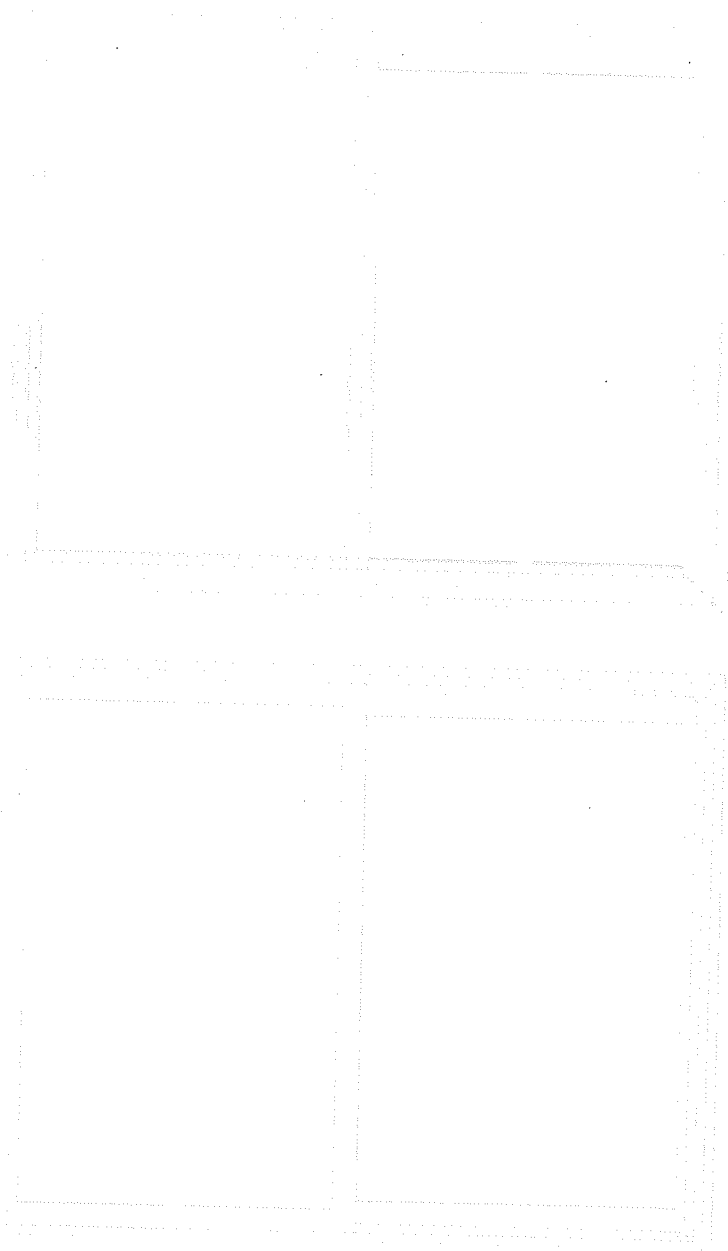
## DETAILS

- ecolite Window - EL400 Series**  
401 - Double Hung  
White  
Constant Force Quick Tilt Balance System  
Sash Stops  
Double Sweep Locks  
White Vent Locks  
White Hardware  
2 Vent Locks  
Roll Form Bottom Screen (White) with BetterVue Screen Mesh  
Sill Extender  
Low-E w/Argon Glazing  
Single Strength Glass  
3/4" IG Thickness  
Colonial Contoured Grid - 2V x 1H  
White Grids

## INFORMATION AND WARNINGS

Integral nail fin has not been selected. Nail fin cannot be added later.

### OUTSIDE VIEW



### SIZING

Contact your dealer for sizing and pricing.

### Structural

Air:  
0.13 cfm/ft<sup>2</sup> @ 1.57 psf  
ASTM E 283

Water:  
5.43 psf  
ASTM E 547

Structural:  
R-PG35 118mph  
AAMA/WDMA/CSA 101/1.5 Z/A440-08 and 11  
DP 35

### INSIDE VIEW

### ENERGY

#### ENERGY PERFORMANCE RATINGS

U-Factor (U-SI/P)      Solar Heat Gain Coefficient  
**0.30**      **0.26**

#### ADDITIONAL PERFORMANCE RATINGS

Visible Transmittance      Condensation Resistance  
**0.49**      **56.00**

Air Infiltration (cfm/ft<sup>2</sup>)  
**<= 0.13**

STC: 25, OTC: 22, Acoustic Test Report: I2960.01-113-11

## MAINTENANCE & CARE FOR YOUR VINYL WINDOW OR PATIO DOOR

### KEY POINTS TO REMEMBER

1. Small scratches and nicks in the vinyl can occur. These small imperfections can be buffed out with a fine buffing compound suitable for vinyl surfaces.
2. Water can enter into the sill area of several different styles of windows. These windows are designed to capture this water before it enters your home and drain it to the outside. The presence of water in the sill of the window does not indicate a problem unless it has overflowed the window sill and into your interior sill or wall. If this has happened, check to make sure there is no debris in the window sill preventing water to drain through the drainage holes.
3. Condensation is often a result of high humidity in the home. If you have found condensation on your window or patio door, you must take steps to reduce the humidity level in your home by either adding a dehumidifier or using a kitchen exhaust fan to remove water vapors from cooking.

### CARE AND MAINTENANCE

Maintenance of your window or patio door is important to keep it operating at its full potential. Here are some important steps to take throughout the year to keep your windows and doors looking beautiful.

1. Keep sill track clean of dirt and debris so water can flow freely to outside.
2. Keep all weep holes free of obstructions so water can flow freely to outside.
3. Inspect exterior caulking regularly and replace when necessary.
4. Clean and check operation of hardware and weather-stripping regularly and repair if necessary.
5. Keep weatherstrip clean of dirt and grit for proper seal. Wash with mild soap and water, rinse with water and wipe dry. Apply a light coat of wax (Lemon Pledge®) and wipe off excess.
6. Determine the source of any moisture that you see around your windows or doors and stop its entry and accumulation.
7. Immediately dry out any areas around your windows or doors that you observe are wet (immediate action is necessary to mitigate any damage to your home). The use of a dehumidifier, fan, or any warm air source will help dry out affected area.
8. Maintain relative humidity at moderate levels.

#### Vinyl Finish:

1. To clean, wash with mild soap and water. Heavy dirt and stains may require stronger cleaning compounds such as a vinyl siding cleaner. The surface can be wiped down with solvents such as turpentine, naphtha, nail polish remover (acetone) and alcohol. CAUTION: as some cleaners may mar or scratch vinyl.
2. Abrasive cleaners will scratch the surface and are not recommended.

#### Hardware:

1. Much like sterling silver even the finest brass will react naturally to the elements surrounding it. To maintain, polish with a nonabrasive automotive or furniture wax. By keeping your hardware cleaned and maintained you will be rewarded with a long-lasting finish.
2. Tighten screws when necessary.
3. Lightly oil as needed. Wipe off excess.

CAUTION: DO NOT USE paint thinners, lacquer thinner, gasoline, kerosene or any other harsh chemical to clean surfaces or hardware.



DOORS | WINDOWS  
SIDING | STONE | ROOFING

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

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S-MK-04055-23 | 01/23



## ECOLITE™ WINDOWS & PATIO DOORS



**REGISTER YOUR WARRANTY**  
For all warranty-related matters scan this QR Code  
or visit [www.provia.com/warranty](http://www.provia.com/warranty)

ProVia LLC, hereinafter "ProVia", warrants to the original consumer purchaser, that under normal use this product will be free from defects in material and workmanship for as long as the purchaser owns and lives in the single family residence, hereinafter "Home", in which the product was installed. The details of the warranty are as follows:

### **BASIC WINDOW OR PATIO DOOR - LIFETIME**

The rigid vinyl in the window or patio door is warranted against chipping, cracking, peeling, pitting, blistering or warping, for as long as you own and live in the Home in which the product was originally installed.

### **INTERIOR PAINT/STAIN FINISH - 10 YEAR**

ProVia further warrants the factory-applied paint or stain finish on the interior wood components against flaking, checking, blistering or peeling and defects in material and workmanship for a period of ten (10) years from date of installation. Damage to the paint or stain finish caused by condensation and normal wear are not covered.

### **HARDWARE - LIFETIME**

ProVia further warrants the moving parts, such as balances on double-hung windows and locking mechanisms in all units, for as long as the original purchaser owns and lives in the Home in which the product was originally installed, if those parts are not free from defects in material and workmanship under conditions of normal use and wear.

### **PATIO DOOR HANDLES - 1 YEAR**

Patio door handles with a painted finish are warranted against flaking, checking, blistering or peeling for a period of (1) year from date of installation.

### **INSULATED GLASS UTILIZING INTERCEPT® SPACER - 20 YEAR**

ProVia further warrants the insulated glass units utilizing Intercept® spacer in its vinyl windows or patio doors against defects resulting in material obstruction of vision as the result of film formation between the interior glass surfaces caused by failure of the air-tight seal, for a period of twenty (20) years from date of installation. Small spots, marks, lint, and scratches not exceeding applicable glass manufacturing specifications imposed by Federal Specification 1036-90 will not constitute defects under this warranty.

### **SCREENS - LIFETIME**

Further, ProVia will replace under conditions of normal use, for as long as the original purchaser owns and lives in the Home in which the product was originally installed, the fiberglass, aluminum or SeeVue stainless steel screening if it is not free from rotting, staining, or rusting.

### **NON-RESIDENTIAL & MULTI-FAMILY APPLICATIONS**

Where the structure in which the product is installed is not a single family residence occupied by the purchaser, or is owned by a public or private corporation for profit or non-profit, an unincorporated association or other business entity of any type (recognized by law, a church, a school, a governmental or public authority, the time periods stated in this warranty shall be limited as follows: Basic Window or Patio Door Unit – 5 Year (non-transferable); Hardware - 1 Year; Insulated Glass – 10 Year (glass breakage not included); Screens – 5 Year; and Finishes – 1 Year.

### **COASTAL APPLICATIONS**

For products that are installed in a Coastal region the time periods stated in this warranty shall be limited as follows: Non stainless steel hardware mechanisms in Patio Door units - 5 year mechanical warranty.

Definition of Coastal Regions: For information and maps of Coastal regions please go to [www.provia.com/coastalwarranty](http://www.provia.com/coastalwarranty).

### **WARRANTY CONDITIONS**

No warranty herein covers glass breakage, natural weathering or fading of surfaces, torn screening, non-factory applied finishes (e.g. customer applied tints, films or paint finishes), damages resulting from customer applied tints, films or paint finishes, damages resulting from improper installation, abuse, negligence, abnormal or unreasonable use (including failure to provide reasonable and necessary maintenance), damage resulting from fire or lightning, windstorms, earthquakes, wind-borne objects, strain applied to the unit by movement of the building, inadequate provision for expansion or contraction of framing members, installation in ships or vehicles, installation outside the Continental United States, seal failure, if the seal has been subject to immersion in water, acts of God, or other causes beyond the control of ProVia except as expressly warranted, whether similar or dissimilar to the foregoing.

Condensation on units may occur as the natural result of humidity within the house or building area. This natural result may come from changes in interior or exterior temperatures and does not indicate a defect in the unit. This warranty does not cover condensation, nor frost or freezing from condensation on the unit.

On some installations, caulking is used to seal the frames or trim packages against water or air penetration. Caulking is not considered a part of the window or door, and therefore, is not covered under this Warranty.

Caulking is normally considered a maintenance responsibility of the purchaser.

The procedure for obtaining performance of the obligations of this warranty is as follows: if you believe your unit to be defective, contact the contractor for inspection. If the contractor determines the unit or parts thereof to be defective, the manufacturer at its exclusive option will repair, provide a new product or part of a product after having determined that it does not conform to the limited warranties contained herein. The manufacturer reserves the right to discontinue or make changes in any of its products. If the products covered by this warranty are not available, the manufacturer shall have the right to substitute a product that is of equal quality or value. The manufacturer will ship the replacement product or part to the nearest authorized dealer and the purchaser must pay for any and all labor necessary to install such product or part and for the transportation from the nearest authorized dealer to his/her residence.

Any claim must be accompanied by a copy of the Warranty certificate and a copy of the contract evidencing purchase of the ProVia products.

**PROVIA SHALL NOT BE LIABLE TO PURCHASER FOR CONSEQUENTIAL DAMAGES, SUCH AS, BUT NOT LIMITED TO, DAMAGES OR LOSS TO OTHER PROPERTY OR EQUIPMENT, LOSS OF USE, OR CLAIMS OF SERVICE INTERRUPTION, FOR BREACH OF ANY WRITTEN OR IMPLIED WARRANTIES ON ITS PRODUCT.**

**PURCHASER'S EXCLUSIVE REMEDY SHALL BE THE REPLACEMENT OF DEFECTIVE FINISH, COMPONENTS, OR PARTS, ALL AS PROVIDED HEREIN. IN ANY EVENT, THE LIABILITY OF PROVIA WITH RESPECT TO ANY CONTRACT, OR ANYTHING DONE IN CONNECTION THEREWITH SUCH AS THE PERFORMANCE OR BREACH THEREOF OR FROM THE MANUFACTURE, SALE, DELIVERY, RESALE, INSTALLATION OR TECHNICAL DIRECTION OF INSTALLATION, REPAIR OR USE OF ANY WINDOW, PATIO DOOR, COMPONENT OR PART COVERED BY OR FURNISHED UNDER THIS CONTRACT WHETHER IN CONTRACT, IN TORT, UNDER ANY WARRANTY, OR OTHERWISE, SHALL NOT, EXCEPT AS EXPRESSLY PROVIDED HEREIN, EXCEED THE PRICE OF THE WINDOW, PATIO DOOR, PART OR COMPONENT ON WHICH SUCH LIABILITY IS BASED.**

Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to purchaser.

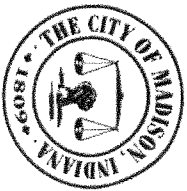
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This Lifetime Limited Warranty extends only to the windows and/or patio doors which were originally installed in your Home or other structure as recorded on the warranty registration and shall not be valid or enforceable if you cannot prove that the windows and/or patio doors were so installed. To establish a record of your purchase please register your warranty online at [provia.com/warranty](http://provia.com/warranty).

**Important Note: Failure to fill out the online warranty registration form will not affect your rights under the warranty if you can show the date of purchase and the location the windows and/or patio doors were installed in a reasonable way. (Your receipt of purchase and the receipt from the contractor who made the installation in your Home showing the address is one such way. Please keep them in a safe place.)**

This warranty gives purchaser specific legal rights and he or she may also have other rights which vary from state to state.



**MADISON**  
*Indiana*  
Planning, Preservation and Design

**MADISON HISTORIC DISTRICT  
BOARD OF REVIEW**

## Request for Certificate of Appropriateness

Application has been made by: (name) Lea Ann Williams

Property Address: (address) 227 W First St, Madison, IN 47250

Proposed Action to: (explain) \_\_\_\_\_

Replace wooden windows with vinyl windows on rear porch.

Meeting will be held on: (date) July 22, 2024

**POSTING DEADLINE**

Place of Meeting: **City Hall** — **101 W. Main Street, Madison, IN 47250**

**07-07-24**

Time of Meeting: **5:30 PM**

All interested persons are welcome to attend this hearing to voice their objections or support for the application.

For further information, Contact the Office of Planning, Preservation, & Design at (812) 265-8324.