

From: [REDACTED]
To: [Andrew Bartnick](#)
Cc: [Jensen, Lisa](#)
Subject: RE: Public Records Act Request 2021-00174
Date: Thursday, January 14, 2021 12:26:18 PM
Attachments: [2021-01-07 Bartnick PRA request.pdf](#)
[2021-01-14 PRA 2021-00174 additional files.pdf](#)

Re: Public Records Act Request 2021-00174

Dear Andy,

I write in response to your Public Records Act request dated January 7, 2020, a copy of which is attached for your convenience.

Per your conversation with Lisa Jensen, the remaining documents pertaining to your request are attached (PRA 2021-00174 additional files, p. 001-022). Personal information has been redacted pursuant to 1 V.S.A. § 317(c)(7).

To the extent you feel information has been withheld in error, you may appeal to the Deputy Attorney General, Joshua Diamond. Such appeal should be in writing:

Joshua Diamond
Deputy Attorney General
Office of the Attorney General
109 State Street
Montpelier, VT 05609-1001

Thank you for contacting the Vermont Attorney General's Office.

Sincerely,

[REDACTED]
Complaint Specialist

Consumer Assistance Program
Office of the Attorney General
Mailing Address:
109 State Street
Montpelier, VT 05609-1001

Phone: 800-649-2424

Email: ago.cap@vermont.gov

[REDACTED]

From: Matthews, Deborah
Sent: Monday, August 31, 2020 8:42 AM
To: AGO - CAP
Subject: FW: filing a complaint

Deb Matthews

Administrative Assistant
Office of the Attorney General | GCAL
109 State Street, 3rd Floor
Montpelier, VT 05609
Phone | 802-828-3689 802-595-3803 (AGO remote number)
E-Mail \ deborah.matthews@vermont.gov

From: Lucie Whiteford [REDACTED]
Sent: Friday, August 28, 2020 5:18 PM
To: AGO - Info <AGO.Info@vermont.gov>
Subject: filing a complaint

EXTERNAL SENDER: Do not open attachments or click on links unless you recognize and trust the sender.

Re: Justin Sally

JPS Contracting LLC

[Www.jpscontractingvt.com](http://www.jpscontractingvt.com)

802 777 9591

I hired Mr. Sally last summer to remove and rebuild the covered front porch of my 1902 Victorian home at [REDACTED] in Richmond, Vermont.

We agreed, by written contract, that he would replicate the design of the existing porch. Once I realized that Mr. Sally had built the ceiling of the porch 12 inches lower than the original ceiling, I asked him to revise the build of a portion of the porch to vault the ceiling. He agreed. This required removing some original supports, and replacing them with other building supports. This area we refer to as the Gazebo portion of the porch.

Mr. Sally told me he planned to have an architect look at the space and advise him on how to build a safe, stable structure. He started the remedial work, but continued to take other jobs into the fall and ran out of time to finish my project before he left for Florida for the winter. At that time, my understanding was that he only needed to do the finish work of installing the bead board ceiling in the gazebo area of the porch. The structure sat unfinished all winter.

After carefully examining the quality of the finish work he had begun on the bead board of the vaulted ceiling, and because I had already paid him in full and because any additional work would mean spending more money for labor and materials, I decided to hire someone else to finish the ceiling. Mr. Sally then called me in April to schedule completion of the work, and I informed him I had contracted with someone else.

When my new contractor came out to review the project, they discovered a number of deficiencies in the quality of building techniques and materials to the structure of the porch roof in addition to the redesign rebuild to accommodate the change in the gazebo design from a flat, low ceiling to a vaulted one. The contractor refused to proceed due to liability concerns until a full PE report could be done on what needed to be rectified to make this structure stable and safe.

I hired Waite Design and Engineering, to assess the structure and give guidance on what fixes were needed to correct the build on this structure, and paid \$807.70 for the report.

There were a number of recommendations made. I emailed Mr. Sally to tell him about the report and he responded that he wanted to have someone of his choosing assess the structure and review the report. After many failed attempts to get a response from him as to who he would be bringing, and scheduling a site visit, he finally arrived by himself on Friday, July 10 at 10am. At that time he told me that he would do the work recommended in the report, that he would refund me for the labor I paid for the ceiling work he'd done which had to be removed in order to fix the structure, and that his lawyer would draw up a document describing the scope of what JPS would do according to the PE report. I would receive this in a few days, i.e. the week of July 13th, and that he would be able to start work in a couple of weeks, i.e. the week of July 27th.

As of today, August 28th I have received no paperwork from him or his lawyer regarding this issue. Mr. Sally has twice indicated that he would be here to start work, but has not appeared.

The first attempt was scheduled for Aug 2, but it was raining so he said he'd reschedule for the following weekend. Aug 9.

I did not feel the need to reply as he had stated he was rescheduling for the following weekend. He didn't come the next weekend, stating that because I didn't respond to his email saying he was rescheduling for the next weekend, he assumed I didn't want him to do the work. I was baffled by his response.

Mr. Sally then stated that he would be here on the weekend of Aug 15/16. He did not appear, and did not contact me to say he was not coming. He did not contact me to reschedule. It's been 2 weeks since he assured me he would be here. He has ceased to communicate with me.

I am unwilling and unable to work with him further, given the mistakes and misrepresentations. I am now left with a new, unstable structure on the front of my house. Uneven snow load or strong wind gusts could take it down. I paid him over \$46k for the rebuild of my front porch. His work was substandard. He clearly does not intend to perform as required. We have been going back and forth about this all summer, beginning in April/May.

I require a refund for a portion of the work he did last year (amount TBD) for me to pay someone else to fix all the problems, or for him to pay someone else to do the fixes and have those fixes assessed and approved by the PE, as well as a refund for the labor expenses for his incorrect fixes and installation of the ceiling. I am now convinced he cannot be trusted, and I am not comfortable with him entering my property.

I am happy to forward the email thread with all our correspondences since May 17 when I first informed him of the PE report I was having done. Please let me know if that would be helpful to you.

Please advise on what happens next in this process.

Thank you.

Lucie Whiteford, homeowner

[REDACTED]

Richmond, VT. 05477

[REDACTED]

From: JPS Contracting <jpscontractingvt@gmail.com>
Sent: Monday, September 21, 2020 2:03 PM
To: AGO - CAP
Subject: Re: Whiteford, Lucie (JPS Contracting, LLC) CAP 2020-08350

EXTERNAL SENDER: Do not open attachments or click on links unless you recognize and trust the sender.

Hello.

I just received this email. I will start paperwork process today. Thank you

JPS Contracting LLC
Www.jpscontractingvt.com
Justin Sally
802 777 9591

On Sep 15, 2020, at 12:44 PM, AGO - CAP <AGO.CAP@vermont.gov> wrote:

Re: Complaint 2020-08350

Dear Sir/Madam:

We received the enclosed consumer complaint with respect to a transaction with your business. Although at this point our office has made no determination as to the validity of the complaint, we do ask that you contact the consumer directly within 7 days so that you and the consumer can resolve this matter without further involvement of this office.


We also ask that you notify this office, indicating the steps you have taken to resolve the complaint. Please respond using the [Complaint Response Form](#) located on our website. Please include the above complaint number in your response.

We have also requested the consumer to update us regarding the complaint status after 14 days. The consumer's response, the enclosed complaint, and your response will remain on file in this office for six years.

Complaint files are public records and, as such, are open to the public for inspection. Information about complaints, including the number of complaints recorded in the last six years and their status, is provided to consumers who inquire about your business. Complaint information is also used to determine when investigations should be initiated.

We thank you for giving this matter your immediate attention.

Sincerely,


Complaint Specialist

State of Vermont

Office of the Attorney General
Consumer Assistance Program
109 State Street
Montpelier, VT 05609-1001

Website: ago.vermont.gov/cap
Email: ago.cap@vermont.gov
Phone: (800) 649-2424

<mime-attachment>

[REDACTED]

From: Office of the Vermont Attorney General <AGO.CAP@vermont.gov>
Sent: Tuesday, September 29, 2020 9:36 AM
To: AGO - CAP
Cc: [REDACTED]
Subject: Update to complaint file number Complaint 2020-08350

Categories: Consumer Update

EXTERNAL SENDER: Do not open attachments or click on links unless you recognize and trust the sender.

An update has been submitted by the Consumer for consumer complaint, file number Complaint 2020-08350, filed by Lucie M Whiteford regarding a transaction with . The business contact is: no company According to the update, this matter is Not yet resolved. The update states:

It has been 14 days since you sent my complaint letter to JPS contracting, and I have not been contacted at all.

The complaint, which involves the substandard build of my front porch, has become rather urgent, as weather is turning and the window of possible repairs before winter is closing.

Is there any way to expedite getting the attention of this contractor? I need to hire someone to repair as soon as possible. This has been unresolved since May.,

Any attachments included can be found here: Please note, any changes to contact information are below:

[REDACTED]

From: AGO - CAP
Sent: Monday, October 5, 2020 2:56 PM
To: [REDACTED]
Subject: Whiteford, Lucie (JPS Contracting, LLC) CAP 2020-08350
Attachments: Re: Whiteford, Lucie (JPS Contracting, LLC) CAP 2020-08350

Re: 2020-08350

Dear Lucie,

Below is a copy of correspondence we have sent to the business concerning your complaint. Note that CAP received the attached email from the business on September 21, 2020, but no further correspondence. Your latest update and original complaint have also been sent to the business.

Please wait 10 business days, then update us on the status of your complaint by using the [Complaint Response Form](#) located on our website. Please reference your complaint number in your response.

Thank you.

Sincerely,

[REDACTED]
Complaint Specialist

Consumer Assistance Program
Office of the Attorney General
Mailing Address:
109 State Street
Montpelier, VT 05609-1001

Phone: 800-649-2424
Email: ago.cap@vermont.gov

Re: 2020-08350

To Whom It May Concern:

Our records show that you have responded to the above-noted complaint (attached), yet this matter remains unresolved. We ask that you respond directly to this office, indicating the steps you have taken to resolve the complaint. Please respond using the [Complaint Response Form](#) located on our website. Please include the above complaint number in your response.

Thank you for prompt attention.

Sincerely,

[REDACTED]
Complaint Specialist

Consumer Assistance Program
Office of the Attorney General
Mailing Address:
109 State Street
Montpelier, VT 05609-1001

Phone: 800-649-2424

Email: ago.cap@vermont.gov

[REDACTED]

From: Office of the Vermont Attorney General <AGO.CAP@vermont.gov>
Sent: Friday, October 16, 2020 3:25 PM
To: AGO - CAP
Cc: [REDACTED]
Subject: Update to complaint file number Complaint 2020-08350

Categories: Consumer Update

EXTERNAL SENDER: Do not open attachments or click on links unless you recognize and trust the sender.

An update has been submitted by the Consumer for consumer complaint, file number Complaint 2020-08350, filed by Lucie M Whiteford regarding a transaction with no company. The business contact is: no company According to the update, this matter is Not yet resolved. The update states:

I still have not been contacted by JPS Contracting. There is now very little time to have the necessary repair done before winter if I can even find someone to do the work (and get materials).

What is supposed to happen now? I am exasperated. Justin Sally of JPS Contracting, does not appear to be interested in cooperating with this process.

Any attachments included can be found here: Please note, any changes to contact information are below:

[REDACTED]

From: Office of the Vermont Attorney General <AGO.CAP@vermont.gov>
Sent: Monday, November 9, 2020 10:31 AM
To: AGO - CAP
Cc: [REDACTED]
Subject: Update to complaint file number Complaint 2020-08350

Categories: Consumer Update

EXTERNAL SENDER: Do not open attachments or click on links unless you recognize and trust the sender.

An update has been submitted by the Consumer for consumer complaint, file number Complaint 2020-08350, filed by Lucie M Whiteford regarding a transaction with JPS Contracting. The business contact is: Justin Sally According to the update, this matter is Not yet resolved. The update states:

As of today, November 9, I have still received NO CONTACT WHATSOEVER from this business.

I now need to hire another contractor to repair the building before winter and danger of the structure failing under heavy snow or high winds.

I provided an update via this form almost 3 weeks ago and a voicemail message to your office a week or so ago, but have not received acknowledgement from your office that you received either of these communications either through email or voicemail since then.

Please advise is there is a better way to get this complaint addressed and resolved.

Any attachments included can be found here: Please note, any changes to contact information are below:

JPS Contracting, LLC -
CONTRACT BETWEEN OWNER & CONTRACTOR

This Agreement ("Contract") is made this day of 07, 15, 2019,

between JPS Contracting, LLC ("Contractor") and

Lucie Whiteford ("Owner") at [Redacted] Richmond, Vermont

The work described in Section 1 below shall be performed in accordance with all plans, specifications and other Contract documents for the project known as:

Start Date: July 30 2019

SECTION 1. SCOPE The Contractor agrees to furnish all labor, materials, equipment and other facilities required to complete the following work:

Contractor agrees to construct front porch to closely resemble current structure if not exactly. Refer to Estimate for detailed description. Back porch will be screened in per clients

SECTION 2. PRICE AND PAYMENT The Owner agrees to pay the Contractor design. for the strict performance of the work, the sum of \$40,447.55

Retainage shall be 24268.⁵³, which is equal to the percentage retained (60%) from homeowners payment to contractor for the services provided. The remaining contract amount 16,178.⁰² (40%) will be paid upon job completion.

SECTION 3. ENTIRE AGREEMENT. This agreement represents the entire agreement between the Contractor and the Owner regarding the work described in Section 1, and supersedes any prior written or oral agreements or representations as to that work.

SECTION 4. TIME. Time is of the essence of this agreement. The Contractor shall provide the Owner with a progress and completion schedule and shall conform to that schedule, including any changes to that schedule agreed to between the Owner and the Contractor or required by circumstances beyond Contractor's control.

9-15-2019 X Home owner

01/14/2021 Contractor X

SECTION 5. DIFFERING SITE CONDITIONS. Contractor shall promptly, and before the following conditions are disturbed, notify the Owner, in writing of any:

- (1) Material that the contractor believes may be material that is hazardous waste, or a toxic pollutant or other substance, the handling of which may subject Contractor to legal liability;
- (2) Subsurface or latent physical conditions at the work site differing from those indicated in the Contract; or
- (3) Unknown physical conditions at the work site of any unusual nature, materially different from those ordinarily encountered and generally recognized as inherent to work of the character provided for in the Contract.

The Owner shall promptly investigate. If the Owner finds that the worksite conditions do materially differ, or involve hazardous waste or toxic pollutants, the Owner shall cause a decrease or increase in the Contractor's cost of, or the time required for, performance of the affected part of the work by issuing a change order under the procedures described in the Contract.

SECTION 6. CHANGES IN WORK. The work shall be subject to changes or additions, deletions or revisions by the Owner. The Contractor will be notified by receipt of written additions and/or revised drawings, specifications, exhibits or written orders.

Whenever an adjustment in the Contract price or Contract time is required because of Owner's request, differing site conditions, errors in the plans and specifications, or other circumstances beyond the control of Contractor (including lack of worksite access, weather, fires, floods, strikes, acts of God, natural disasters, or acts of third parties), the Contractor shall submit to the Owner within a reasonable time a detailed estimate, with supporting calculations, pricing and adjustments in the schedule of the change to the Contract price and the Contract time. Pricing of the adjustment shall be in general accordance with the pricing structure of this Contract. However, to the extent that such pricing is inapplicable, cost of the change or the amount of the adjustment shall be determined on the basis of the cost to the Contractor plus reasonable amounts for overhead and profit.

The Contractor shall not be obligated to perform changes in the work or additional work until the Owner has approved, in writing, the changes to the Contract price and the Contract time.

SECTION 7. SUSPENSION OF WORK. If any payment is not made to Contractor as required under this Contract, Contractor may suspend work until such payment is made. Contractor may also suspend work under this Contract if a dispute over payment for extra work, differing site conditions, changes by Owner or other circumstances beyond Contractor's control will cause the Contractor to suffer substantial financial hardship if Contractor is required to continue the work. Contractor may request that Owner provide written proof of Owner's ability to pay Contractor for the work remaining to be performed by Contractor at any time prior to or during performance of this Contract. Failure of Owner to provide such proof shall be justification for Contractor's suspension of work under this Contract.

Any suspension of work under this Contract will also suspend the progress and completion dates set forth in Section 4.

SECTION 8. INSPECTION OF THE WORK. The Contractor shall make the work accessible at all reasonable time for inspection by the Owner. The Contractor shall inspect all material and equipment delivered to the job site by others to be used or incorporated in the Contractor's work.

SECTION 9. SITE ACCESS AND RIGHTS OF WAY. The Owner shall provide, no later than the date when needed by the Contractor, all necessary access to the lands upon which the Work is to be performed, including convenient access to the lands and any other lands designated in the Contract Documents for use by the Contractor. Owner shall continue to provide such access until completion of the Contract. Any failure to provide such access shall entitle the Contractor to an equitable adjustment in the Contract price and the Contract time.

SECTION 10. REPORTS AND SURVEYS Owner shall furnish prior to the start of work all maps, surveys and reports describing the physical characteristics, soil, geological and subsurface conditions, legal limitations, utility locations and legal descriptions that might assist the Contractor in properly evaluating the extent and character of the work required. The Owner shall provide all land surveys and baselines necessary for the Contractor to locate the principal parts of the Work and perform the Work.

SECTION 11. PERMITS, LICENSES AND REGULATIONS. Permits and licenses of a temporary nature necessary for the prosecution of the Work shall be obtained and paid for by the Contractor. The Owner shall assist the Contractor in obtaining such permits and licenses. Permits, licenses and easements for permanent structures or permanent changes in existing facilities shall be secured and paid for the Owner.

SECTION 7. SUSPENSION OF WORK. If any payment is not made to Contractor as required under this Contract, Contractor may suspend work until such payment is made. Contractor may also suspend work under this Contract if a dispute over payment for extra work, differing site conditions, changes by Owner or other circumstances beyond Contractor's control will cause the Contractor to suffer substantial financial hardship if Contractor is required to continue the work. Contractor may request that Owner provide written proof of Owner's ability to pay Contractor for the work remaining to be performed by Contractor at any time prior to or during performance of this Contract. Failure of Owner to provide such proof shall be justification for Contractor's suspension of work under this Contract.

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SECTION 11. PERMITS, LICENSES AND REGULATIONS. Permits and licenses of a temporary nature necessary for the prosecution of the Work shall be obtained and paid for by the Contractor. The Owner shall assist the Contractor in obtaining such permits and licenses. Permits, licenses and easements for permanent structures or permanent changes in existing facilities shall be secured and paid for the Owner.

The Contractor shall give all notices and comply with all laws, ordinances, rules and regulations bearing on the performance of the Work. If the Contractor observes that drawings, specifications or other Contract documents are at variance with such laws, ordinances, rules and regulations, the Owner shall promptly be notified and, if necessary, an adjustment made to the Contract time or Contract price.

SECTION 12. TERMINATION. The Owner reserves the right to terminate the work for its convenience upon notice in writing to the Contractor. In such an event, the Contractor shall be paid its actual costs for the portion of the work performed to the date of termination, and for all of Contractor's incurred costs of termination, including demobilizations and any termination charges by vendors and subcontractors, plus 20% of all of Contractor's actual and incurred costs for overhead and profit.

SECTION 13. INDEMNIFICATION Contractor shall indemnify the owner against claims, demands, lawsuits and liabilities arising out of or connected to property damage or personal injury caused, or alleged to be caused, by Contractor or its subcontractors, suppliers, employees, agents or representatives. Contractor shall have no obligation to defend Owner except to the extent of the following coverage:

14.1.1. Casualty Insurance

- a. Worker's Compensation and Employer's Liability Insurance;
- b. Commercial General Liability Insurance, including coverage for Contractor's owned, hired and non-owned automobiles.

14.1.2. Property Insurance

Subcontractor shall effectually secure and protect the work done hereunder and assume full responsibility for the condition thereof until final acceptance by Architect, Owner and Contractor. Subcontractor further agrees to provide such protection as is necessary to protect the work and the workmen of Contractor, Owner and other subcontractors from its operations.

14.1.2.1 Waiver of Subrogation

Owner and Contractor waive all rights against each other and against all other subcontractors and Owner for loss or damage to the extent reimbursed by any property or equipment insurance applicable to the work, except such rights as they may have to the proceeds of such insurance. If any applicable policies of insurance require an endorsement or consent of the insurance company to provide for continued coverage where there is a waiver of subrogation, the owners of such policies will cause them to be so endorsed or obtain such consent.

14.1.2.2. Builder's Risk

"All risk" Builder's Risk insurance (excluding the hazards of earthquake and flood) is purchased by Owner and such insurance provides property insurance coverage for both Contractor and subcontractors including loss or damage to Contractor's work. Such insurance shall also apply to any of Owner's property in the care, custody or control of Contractor. Owner waives all rights of recovery against the Contractor for loss of use of the Owner's property, including consequential losses due to fire or other hazards, however caused.

SECTION 15. ARBITRATION. Any controversy or claim arising out of or relating to this Contract or its alleged breach, which can not be resolved by mutual agreement, shall be settled by arbitration in accordance with JAMS Rules in effect on the date of the Contract, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction. Owner and Contractor agree that, should Contractor be potentially or actually a party to a lawsuit or arbitration arising out of or connected to this Contract, Owner shall appear in, and be bound by the decision in, that lawsuit or arbitration. The prevailing party in any action or proceeding to enforce this Contract shall recover its reasonable attorney's fees and costs (including expert witnesses) in that action or proceeding.

SECTION 16. WARRANTY. The Contractor warrants to the Owner that all materials and equipment furnished under this Contract shall be new unless otherwise specified and that all work under this agreement will be performed in a good and workmanlike manner, shall be of good quality, free from faults and defects, and in conformance with Contract documents.

Dated: 7-15-2019

Dated: 7-15-2019

OWNER: Loie Whiteford

CONTRACTOR: JPS Contracting, LLC.

By: 


By: Justin P. Sally
(Name)

owner
(Title)

Owner
(Title)

 Richmond, VT
(Address) 05477

1690 Shelburne Rd. South Burlington, VT 05403
(Address)


(Business EIN Number)

NOTE: This document has important legal consequences. Consultation with an attorney prior to use or modification of this document is encouraged. Some contracts may require the use of special provisions not included in this form.

Contract fulfilled. 9/6/19





9/6/19

[REDACTED]

From: Hobson, Ted
Sent: Thursday, January 14, 2021 10:45 AM
To: [REDACTED]
Subject: FW: Matter no. 2020-08350
Attachments: WDE Letter_2020-06-10_Whiteford Porch Roof Assess (1).pdf

And this. (I think that I have successfully saved these to M-files.)

Sincerely yours,

Ted Hobson
Assistant Attorney General
Consumer Assistance Program
Vermont Office of the Attorney General
CAP tel. 800 649-2424
Cell [REDACTED]

From: Lucie Whiteford [REDACTED] >
Sent: Tuesday, November 10, 2020 9:00 PM
To: Hobson, Ted <Ted.Hobson@vermont.gov>
Subject: Re: Matter no. 2020-08350

EXTERNAL SENDER: Do not open attachments or click on links unless you recognize and trust the sender.

Hi Ted,

Thank you for your time on the phone Monday. I appreciate you calling me.

Here is the PE report from Waite Design and Engineering that I had referenced in my letter. I am hopeful it gives you something to work with.

I look forward to hearing from you again.

Best wishes,
Lucie Whiteford

On Mon, Nov 9, 2020 at 4:27 PM Hobson, Ted <Ted.Hobson@vermont.gov> wrote:

Dear Lucie Whiteford—

As we discussed: please send me a copy of the engineer's report, and I will take a look, to see if there might be some way of coming to agreement here.

Sincerely yours,

Ted Hobson

Assistant Attorney General

Consumer Assistance Program

CAP tel. 800 649-2424

Cell [REDACTED]



**WAITE DESIGN
& ENGINEERING**

June 10, 2020

WDE Project # 20-042.00

Lucie Whiteford

Richmond, VT 05477

RE: Porch Roof Assessment
Richmond, VT

Dear Lucie:

At your request, Waite Design & Engineering (WDE) visited your residence located at [REDACTED] in Richmond, VT on May 18, 2020 in order to provide a structural roof assessment relative to the construction and stability of the newly-built porch roof, especially in regards to the octagonal section at the east end. Our assessment was based on a visual observation of the structure, field measurements of the components of the roof structure, code review and subsequent calculations. A summary and results of our findings are below:

The porch is a 1-story wood-framed structure with a low-slope roof. The roof structure consists of 2x6 rafters @ 24" o/c (spacing varies at octagonal section due to geometry). After running some design checks we have determined that the rafters, beams and columns are structurally adequate, although there are some points of concern, as noted below:

1. Because of the geometry of the octagonal section, the peak is unsupported. Therefore, as gravity acts in a downward direction on the peak, the rafters tend to thrust outward. On a conventional roof without a structural ridge beam, collar ties are necessary to resist this outward thrust. Since collar ties are not desired or intended in this octagonal section, other means are necessary to resist the outward thrust. At the perimeter beam, a tension ring, or similar system, is needed to resist the thrust. **We recommend that Simpson strap ties, either ST6236 (14 gage x 2" x 34") or MST136 (12 gage x 2" x 36"), be installed horizontally at each of (4) posts, centered on the post, mounted on the outside face of beam at a height that allows them to be concealed with trim.** At the peak, a compression ring, or similar system, is needed to resist the thrust. **We recommend that the compression ring be constructed with 2x6's as necessary to allow space to house a fixture for light or fan. Fasten the rafters to the 2x6 compression ring with A23 framing angles (Simpson) 1-side of each rafter.**
2. It is evident that the octagonal section was initially framed with flat ceiling ties, which were installed prior to the rafters. When the ceiling ties were subsequently removed, that left the rafters with no direct anchorage to the perimeter beam. **We recommend that a vertical 2x4 squash block be installed between the bottom of each rafter and the top of the perimeter beam, cut at the top to match the slope of the rafter. An additional vertical block should be installed beside the rafter and nailed to both rafter and squash block, and this vertical block anchored to the perimeter beam with an H3 Simpson hurricane clip to resist uplift from wind load (note that the remaining end of the ceiling tie may be used in lieu of adding an additional block when possible).**

Waite Design & Engineering, LLC
170 Musket Circle Milton, Vermont 05468

Jared Waite (802) 238-5646 jared@waitedeseng.com

Danielle Waite (802) 578-8738 danielle@waitedeseng.com



WAITE DESIGN & ENGINEERING

3. **Generally, where hangers are not used for shorter rafters at the octagonal roof, we recommend that the ends of the rafters be fastened to supporting members with (4) 16d toe-nails, (2) nailed from each side.**
4. The screws used to anchor the posts at the top and bottom of the post were not specifically checked on site. **The screws should be removed and checked for length, and replaced if the screws are not a minimum length of 2 1/2" (anchoring base of column to structure) or 4" (anchoring top of column to structure). Screws should be directly anchored to structure, or to blocking that is then anchored to the structure, to allow min 1 1/2" screw penetration into structure or blocking. *Subsequent Note: Some screws were removed from the tops of the columns, and were found to be 3" long. All screws at the tops of the columns should be removed and replaced with 4" long screws (minimum). IF these same screws were used at the bases of the columns, they are likely adequate in length, but regardless screws at the bases of the columns should be checked to verify that they penetrate 1 1/2" into either structure or blocking.***
5. The rafters will need to be padded down as required to provide a uniform plane to install the sloped ceiling. There are no structural requirements for this, but provisions will need to be made accordingly.
6. At the east sector (entry side) of the octagonal section, the roof surface is warped. This is not due to a loading issue, but a function of the geometry of the framing, and the constraints of keeping the eave level and roof beam in plane. The warping of the roof surface is a function of these constraints, and the fact that the ridge line of the octagonal roof from peak-to-house is sloped. If this ridgeline were not sloped (it does not need to be), the roof surface would not need to be warped. Since this is a geometry issue, and not a loading issue, this is not a structural concern, but an aesthetic issue. If this is to be resolved, (2) sections of the octagonal roof (against the house), and (1) section of ceiling (adjacent to the shed roof portion of the porch) would need to be removed and re-built.

Subsequent to our site visit, some of the ceiling boards on the shed roof portion of the porch were removed, and photos provided to show the construction of that portion of the porch roof. The following items pertain to the shed roof section of the porch:

7. Ceiling ties appear to be properly fastened to the ledger at the house, but the roof rafters are not fastened with hangers. **We recommend that LRU26Z Simpson hangers be installed to anchor the high end of the rafters to the ledger at the house. The hangers should be installed with the Simpson "retrofit" installation detail utilizing SD #10 x 2 1/2" screws.**
8. **We recommend that rafters and ceiling joists be anchored to the eave beam with H3 Simpson hurricane clips to resist uplift from wind load.**
9. There is a notched rafter near where the shed roof and octagonal roof meet that is notched to fit over another rafter. **We recommend that this rafter be replaced or sistered. If the new rafter needs to be notched over the other rafter, it should be done so that it can be supported from the rafter below.**
10. Anchorage of the upper ledger (supporting the sloped rafters at the house) was not verified. **We recommend that this ledger be anchored with (3) 3 1/2" min. screws into each exterior wall stud.** The anchorage of the lower ledger is less critical since it is only supporting ceiling load (not snow load).

Waite Design & Engineering, LLC

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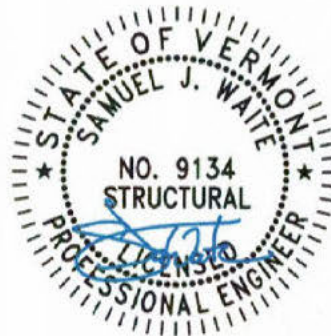
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I trust that we have addressed your concerns with the porch roof installation at your residence at [REDACTED] in Richmond, VT. If not, or if we can be of further assistance, feel free to contact us via phone or email.

Best regards,
Waite Design & Engineering, LLC



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