

**From:** Scala, Mary Joy  
**Sent:** Thursday, October 23, 2014 12:55 PM  
**To:** 'Mike Stoneking'  
**Cc:** sworrell09@gmail.com  
**Subject:** BAR Action 134 10th St NW Oct 21, 2014

October 23, 2014

CCBW, LLC  
PO Box 5145  
Charlottesville, VA 22905

**RE: Certificate of Appropriateness Application**  
BAR 14-10-06  
134 10<sup>th</sup> Street NW  
Tax Parcel 310156000  
CCBW, LLC, Owner/ Mike Stoneking, Applicant  
Exterior Changes: modify existing door and window openings; paint exterior

Dear Applicant,

The above referenced project was discussed before a meeting of the City of Charlottesville Board of Architectural Review (BAR) on October 21, 2014. The following action was taken:

**The BAR approved (5-2 with Hogg and Miller opposed) the application, with the change that the metal panels would be re-visited, not to be rust finish, and to be approved administratively.**

In accordance with Charlottesville City Code 34-285(b), this decision may be appealed to the City Council in writing within ten working days of the date of the decision. Written appeals, including the grounds for an appeal, the procedure(s) or standard(s) alleged to have been violated or misapplied by the BAR, and/or any additional information, factors or opinions the applicant deems relevant to the application, should be directed to Paige Barfield, Clerk of the City Council, PO Box 911, Charlottesville, VA 22902.

This certificate of appropriateness shall expire in 18 months (April 21, 2016), unless within that time period you have either: been issued a building permit for construction of the improvements if one is required, or if no building permit is required, commenced the project. The expiration date may differ if the COA is associated with a valid site plan. You may request an extension of the certificate of appropriateness *before this approval expires* for one additional year for reasonable cause.

Upon completion of the project, please contact me for an inspection of the improvements included in this application. If you have any questions, please contact me at 434-970-3130 or [scala@charlottesville.org](mailto:scala@charlottesville.org).

Sincerely yours,

Mary Joy Scala, AICP  
Preservation and Design Planner  
**Mary Joy Scala, AICP**  
Preservation and Design Planner  
City of Charlottesville  
Department of Neighborhood Development Services  
City Hall - 610 East Market Street  
P.O. Box 911  
Charlottesville, VA 22902  
Ph 434.970.3130 FAX 434.970.3359  
[scala@charlottesville.org](mailto:scala@charlottesville.org)

**CITY OF CHARLOTTESVILLE  
BOARD OF ARCHITECTURAL REVIEW  
STAFF REPORT  
October 21, 2014**



**Certificate of Appropriateness Application**

BAR 14-10-06

134 10<sup>th</sup> Street NW

Tax Parcel 310156000

CCBW, LLC, Owner/ Mike Stoneking, Applicant

Exterior Changes: modify existing door and window openings; paint exterior

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**Background**

134 10<sup>th</sup> Street NW (former Coca Cola Bottling Works) was designated an Individually Protected Property in 2008. The oldest two-story section dates from 1929; the one-story addition behind it dates between 1929-1937; the north and east one-story additions date from between 1946-1952.

August 17, 2010 - The BAR approved on the consent agenda the application as submitted to add a new doorway in the north wall, uncover windows, and move gate.

**Application**

The applicant is requesting to make changes to the north side of the building, which part was built between 1946-1952. From east to west on the façade:

1. Repair sliding service door; reglaze; paint wood "Lemon Shine."
2. Replace plywood in adjacent opening with "rusted finish" steel panels.
3. Replace plywood in large window opening with "rusted finish" steel panels.
4. Remove some masonry to re-establish some of the original window opening around existing door. Infill with steel sash fixed window and steel framed glass door.
5. Add a second sliding door in "rust finish" steel panels.
6. Repaint wall near Tenth Street "Tucson Teal." Paint the remaining CMU wall "Misted Green."

**Criteria and Guidelines**

**Review Criteria Generally**

*Sec. 34-284(b) of the City Code states that,*

*In considering a particular application the BAR shall approve the application unless it finds:*

- (1) That the proposal does not meet specific standards set forth within this division or applicable provisions of the Design Guidelines established by the board pursuant to Sec.34-288(6); and*
- (2) The proposal is incompatible with the historic, cultural or architectural character of the district in which the property is located or the protected property that is the subject of the application.*

**Pertinent Standards for Review of Construction and Alterations include:**

- (1) Whether the material, texture, color, height, scale, mass and placement of the proposed addition, modification or construction are visually and architecturally compatible with the site and the applicable design control district;*
- (2) The harmony of the proposed change in terms of overall proportion and the size and placement of entrances, windows, awnings, exterior stairs and signs;*
- (3) The Secretary of the Interior Standards for Rehabilitation set forth within the Code of*

*Federal Regulations (36 C.F.R. §67.7(b)), as may be relevant;*

*(4) The effect of the proposed change on the historic district neighborhood;*

*(5) The impact of the proposed change on other protected features on the property, such as gardens, landscaping, fences, walls and walks;*

*(6) Whether the proposed method of construction, renovation or restoration could have an adverse impact on the structure or site, or adjacent buildings or structures;*

*(8) Any applicable provisions of the City's Design Guidelines.*

## **Pertinent Guidelines for Rehabilitation**

### **C. WINDOWS**

*Windows add light to the interior of a building, provide ventilation, and allow a visual link to the outside. They also play a major part in defining a building's particular style. Because of the wide variety of architectural styles and periods of construction within the districts, there is a corresponding variation of styles, types, and sizes of windows.*

*Windows are one of the major character-defining features on buildings and can be varied by different designs of sills, panes, sashes, lintels, decorative caps, and shutters. They may occur in regular intervals or in asymmetrical patterns. Their size may highlight various bay divisions in the building. All of the windows may be the same or there may be a variety of types that give emphasis to certain parts of the building.*

- 1) Prior to any repair or replacement of windows, a survey of existing window conditions is recommended. Note number of windows, whether each window is original or replaced, the material, type, hardware and finish, the condition of the frame, sash, sill, putty, and panes.*
- 2) Retain original windows when possible.*
- 3) Uncover and repair covered up windows and reinstall windows where they have been blocked in.*
- 4) If the window is no longer needed, the glass should be retained and the back side frosted, screened, or shuttered so that it appears from the outside to be in use.*
- 5) Repair original windows by patching, splicing, consolidating or otherwise reinforcing. Wood that appears to be in bad condition because of peeling paint or separated joints often can be repaired.*
- 6) Replace historic components of a window that are beyond repair with matching components.*
- 7) Replace entire windows only when they are missing or beyond repair.*
- 8) If a window on the primary façade of a building must be replaced and an existing window of the same style, material, and size is identified on a secondary elevation, place the historic window in the window opening on the primary façade.*
- 9) Reconstruction should be based on physical evidence or old photographs.*
- 10) Avoid changing the number, location, size, or glazing pattern of windows by cutting new openings, blocking in windows, or installing replacement sash that does not fit the window opening.*
- 11) Do not use inappropriate materials or finishes that radically change the sash, depth of reveal, muntin configuration, reflective quality or color of the glazing, or appearance of the frame.*
- 12) Use replacement windows with true divided lights or interior and exterior fixed muntins with internal spacers to replace historic or original examples.*
- 13) If windows warrant replacement, appropriate material for new windows depends upon the context of the building within a historic district, and the age and design of the building. Sustainable materials such as wood, aluminum-clad wood, solid fiberglass, and metal windows are preferred. Vinyl windows are discouraged.*
- 14) False muntins and internal removable grilles do not present an historic appearance and should not be used.*
- 15) Do not use tinted or mirrored glass on major facades of the building. Translucent or low (e) glass may be strategies to keep heat gain down.*
- 16) Storm windows should match the size and shape of the existing windows and the original sash configuration. Special shapes, such as arched top storms, are available.*
- 17) Storm windows should not damage or obscure the windows and frames.*

- 18) Avoid aluminum-colored storm sash. It can be painted an appropriate color if it is first primed with a zinc chromate primer.
- 19) The addition of shutters may be appropriate if not previously installed but if compatible with the style of the building or neighborhood.
- 20) In general, shutters should be wood (rather than metal or vinyl) and should be mounted on hinges. In some circumstances, appropriately dimensioned, painted, composite material shutters may be used.
- 21) The size of the shutters should result in their covering the window opening when closed.
- 22) Avoid shutters on composite or bay windows.
- 23) If using awnings, ensure that they align with the opening being covered.
- 24) Use awning colors that are compatible with the colors of the building.

#### *D. Entrances, Porches, and Doors*

*Entrances and porches are often the primary focal points of a historic building. Their decoration and articulation help define the style of the structure. Entrances are functional and ceremonial elements for all buildings. Porches have traditionally been a social gathering point as well as a transition area between the exterior and interior of a residence.*

*The important focal point of an entrance or porch is the door. Doors are often a character-defining feature of the architectural style of a building. The variety of door types in the districts reflects the variety of styles, particularly of residential buildings.*

1. *The original details and shape of porches should be retained including the outline, roof height, and roof pitch.*
2. *Inspect masonry, wood, and metal on porches and entrances for signs of rust, peeling paint, wood deterioration, open joints around frames, deteriorating putty, inadequate caulking, and improper drainage, and correct any of these conditions.*
3. *Repair damaged elements, matching the detail of the existing original fabric.*
4. *Replace an entire porch only if it is too deteriorated to repair or is completely missing, and design to match the original as closely as possible.*
5. *Do not strip entrances and porches of historic material and details.*
6. *Give more importance to front or side porches than to utilitarian back porches.*
7. *Do not remove or radically change entrances and porches important in defining the building's overall historic character.*
8. *Avoid adding decorative elements incompatible with the existing structure.*
9. *In general, avoid adding a new entrance to the primary facade, or facades visible from the street.*
10. *Do not enclose porches on primary elevations and avoid enclosing porches on secondary elevations in a manner that radically changes the historic appearance.*
11. *Provide needed barrier-free access in ways that least alter the features of the building.*
  - a. *For residential buildings, try to use ramps that are removable or portable rather than permanent.*
  - b. *On nonresidential buildings, comply with the Americans with Disabilities Act while minimizing the visual impact of ramps that affect the appearance of a building.*
12. *The original size and shape of door openings should be maintained.*
13. *Original door openings should not be filled in.*
14. *When possible, reuse hardware and locks that are original or important to the historical evolution of the building.*
15. *Avoid substituting the original doors with stock size doors that do not fit the opening properly or are not compatible with the style of the building.*
16. *Retain transom windows and sidelights.*
17. *When installing storm or screen doors, ensure that they relate to the character of the existing door.*
  - a. *They should be a simple design where lock rails and stiles are similar in placement and size.*
  - b. *Avoid using aluminum colored storm doors.*
  - c. *If the existing storm door is aluminum, consider painting it to match the existing door.*
  - d. *Use a zinc chromate primer before painting to ensure adhesion.*

#### *K. Paint*

*A properly painted building accentuates its character-defining details. Painting is one of the least expensive ways to maintain historic fabric and make a building an attractive addition to a historic district. Many times, however, buildings are painted inappropriate colors or colors are placed incorrectly. Some paint schemes use too many colors, but more typical is a monochromatic approach in which one color is used for the entire building. On particularly significant historic buildings, there is the possibility of conducting paint research to determine the original color and then recreating that appearance.*

- 1) Do not remove paint on wood trim or architectural details.*
- 2) Do not paint unpainted masonry.*
- 3) Choose colors that blend with and complement the overall color schemes on the street. Do not use bright and obtrusive colors.*
- 4) The number of colors should be limited. Doors and shutters can be painted a different color than the walls and trim.*
- 5) Use appropriate paint placement to enhance the inherent design of the building.*

### **Discussion and Recommendations**

The part of the addition to be painted “Tuscon Teal” was previously painted dark red.

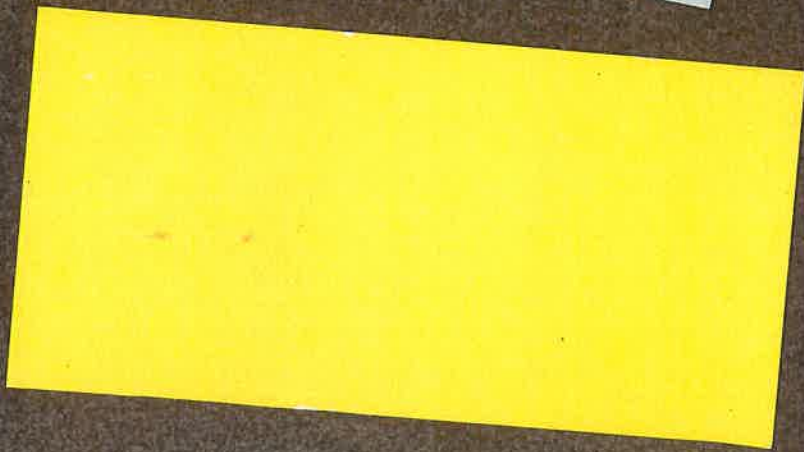
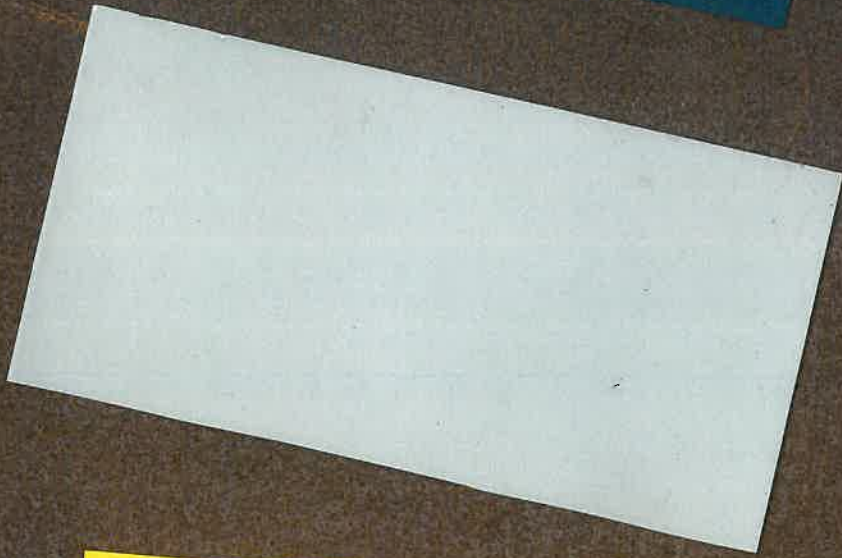
Staff has identified two issues:

- Should the former window openings be restored as metal windows rather than steel panels?
- Are the proposed paint colors appropriate?

### **Suggested Motion:**

Having considered the standards set forth within the City Code, including City Design Guidelines for Rehabilitation, I move to find that the proposed refurbishment including steel panel infill panels, new sliding door, new prefinished steel window/door system, and new paint colors satisfies the BAR’s criteria and is compatible with this Individually Protected Property, and that the BAR approves the application as submitted (or with the following modifications...).







# Board of Architectural Review (BAR) Certificate of Appropriateness

Please Return To: City of Charlottesville  
Department of Neighborhood Development Services  
P.O. Box 911, City Hall  
Charlottesville, Virginia 22902  
Telephone (434) 970-3130 Fax (434) 970-3359

**RECEIVED**

SEP 29 2014

NEIGHBORHOOD DEVELOPMENT SERVICES

Please submit ten (10) copies of application form and all attachments.

For a new construction project, please include \$375 application fee. For all other projects requiring BAR approval, please include \$125 application fee. For projects that require only administrative approval, please include \$100 administrative fee. Make checks payable to the City of Charlottesville.

The BAR meets the third Tuesday of the month.

Deadline for submittals is Tuesday 3 weeks prior to next BAR meeting by 4 p.m.

Owner Name	<u>CCBW, LLC.</u>	Applicant Name	<u>MIKE STONEKING</u>
Project Name/Description	<u>SEE ATTACHED</u>	Parcel Number	<u>310156000</u>
Property Address	<u>134 16TH ST NW COCA COLA BOTTLING WORKS</u>		

### Applicant Information

Address: 300 WEST MAIN ST  
CHARLOTTESVILLE, VA 22903

Email: mds@ccbw.com

Phone: (W) 434 295 4204 (H) 434 981 4302

FAX: N/A

### Signature of Applicant

I hereby attest that the information I have provided is, to the best of my knowledge, correct. (Signature also denotes commitment to pay invoice for required mail notices.)

[Signature] 9-30-14  
Signature Date

MICHAEL STONEKING 9-30-14  
Print Name Date

### Property Owner Information (if not applicant)

Address: PO BOX 5145  
CHARLOTTESVILLE VA 22905

Email: SWORRELL09@gmail.com

Phone: (W) 434 289 3923 (H) \_\_\_\_\_

FAX: \_\_\_\_\_

### Property Owner Permission (if not applicant)

I have read this application and hereby give my consent to its submission.

[Signature] 9/28/14  
Signature Date

SHANNON WORRELL 9/28/14  
Print Name Date

Do you intend to apply for Federal or State Tax Credits for this project? NO

Description of Proposed Work (attach separate narrative if necessary): SEE ATTACHED

List All Attachments (see reverse side for submittal requirements): SEE ATTACHED

<b>For Office Use Only</b>	Approved/Disapproved by: _____
Received by: <u>[Signature]</u>	Date: _____
Fee paid: <u>12500</u> Cash/Ck. # <u>112</u>	Conditions of approval: _____
Date Received: <u>9/30/14</u>	_____

**Application for Certificate of Appropriateness  
Charlottesville Board of Architectural Review**

**For Coca Cola Bottling Works Building  
134 10<sup>th</sup> Street NW Charlottesville, Virginia**

**Project Description:**

The Coca Cola bottling works building at 134 10<sup>th</sup> Street NW in Charlottesville is an Individually Protected Property falling under the City's Historic Preservation and Design Review Guidelines.

The proposed project is confined to the northern façade of the portion of the building previously added to the Bottling Works structure. Proposal is to modify a few existing door and window openings and to paint currently unpainted CMU walls and to repaint certain walls currently painted. All work falls along one tenant space- MiOssa Studio which conducts artisan craft work and occasional wholesale transactions. Most of the steel sash window openings remain intact from initial construction. All have been fitted with exterior-mounted woven steel screens for security purposes.

**Proposed Work:**

**Condition 1:**

One opening was long ago modified with the addition of a sliding service door. Some of this opening was infilled with plywood. Both the door and plywood are rotting and in need of repair or replacement. We propose repairing the door and re-glazing the existing window portion. We will replace the plywood with fixed steel panels in a "rusted finish".

**Condition 2:**

In another opening the steel sash window system was removed and is now infilled with plywood that is also rotting and in need of repair or replacement. We will replace the plywood with fixed steel panels in a "rusted finish".

**Condition3:**

The portion of the building closest to 10<sup>th</sup> street was modified some time ago and currently has two painted steel doors in a painted masonry wall. One door serves the space of MiOssa Studio. The other serves the building's electrical service room.



We propose removing masonry to re-establish as much of the original window opening as possible. We will then infill that opening with steel sash fixed windows and a steel framed glass door. This will serve as the principle entrance to the Studio. Steel components to be Optimum Window Reliant HR4700 Series in their standard prefinished black coating (Product literature attached). We will install a second sliding door clad in "rust finish" steel panels to serve as the security enclosure during off hours.

**Condition 4:**

Most of the exterior wall is unfinished CMU. The portion closest to 10<sup>th</sup> Street is painted Masonry.

We propose painting all the CMU along this façade, using two colors as indicated on the drawings.

**Attachments:**

Elevation Drawings – single sheet  
Color photographs of existing conditions  
Product literature- new steel windows and doors  
Paint colors  
Rust finish steel panels

**See Also:**

<http://www.optimumwindow.com/>

<http://www.optimumwindow.com/products/reliant/>

<http://www.optimumwindow.com/wp-content/uploads/Optimum-Color-Chart.pdf>

**Application for Certificate of Appropriateness  
Charlottesville Board of Architectural Review**

**For Coca Cola Bottling Works Building  
134 10<sup>th</sup> Street NW Charlottesville, Virginia**

**Photographs – Existing Conditions**



**Primary Façade along 10<sup>th</sup> Street**



10<sup>TH</sup> Street façade showing addition to the north side.



**Northwest corner showing Condition no. 3**





**Siting East along north façade**



**Remaining portion of north façade showing Condition no. 2**





Existing sliding service door showing Condition no. 1



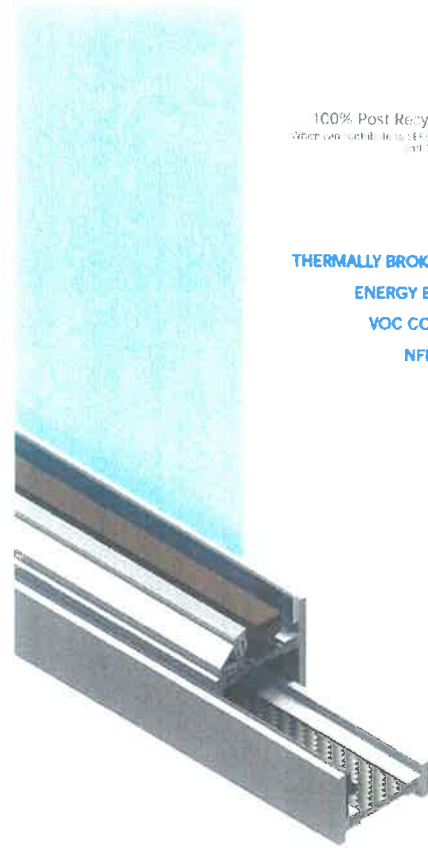
## INNOVATING NEW POSSIBILITIES

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Optimum offers a complete line of fire-rated window and door systems. We are the largest manufacturer of fire-rated windows ranging from 20, 45, 60, 90 & 120 minutes. Window glazing options are available for fire-rated windows and doors.

- Thermal Performance
- Back-Board Protection
- Window Energy Performance (U-Factor & SHGC)
- Glazing

Adjustable hardware and pre-engineered optional accessories. Optimum window and door systems are available in both fire-rated and non-rated applications and are fully tested, certified and listed by a NFPA-90A-Approved.

Optimum's Quiet Air™ system is available for fire-rated windows and doors.

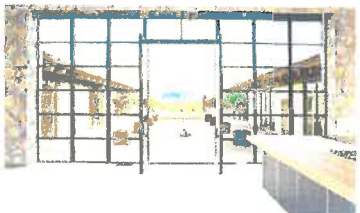


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  - Water
  - Sound

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- Galvanized Steel (up to 1200 PSI)
- Bronze Anodized (up to 1200 PSI)

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THAT WILL MEET AND EXCEED ALL CRITERIA

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HR4700

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Fixed	Casement	Projected
Door		

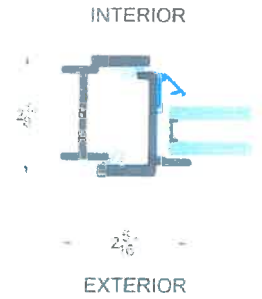


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FAQ

Maintenance Manual

Warranty

Color Chart

Our hot rolled steel windows and doors are the top choice of architects and builders throughout the country.





OPTIMUM WINDOW

# Color Chart

POWDER COATING

## Powder Coating Finishes



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- Environmentally friendly
- Integral to contemporary building design/construction
- Ideal for government compliance
- Green alternative to liquid coatings
- Powder does not require high VOC solvents as used in liquid paints
- Zero VOC's (Volatile Organic Compounds)

### State of the Art Technology

- Cutting edge "GREEN" technology
- Small batch, custom color capability
- Unparalleled high quality and durable finish

### Color Customization

- Wide range of colors
- Optimum's standard colors meet AAMA2604, (AAMA2605 is optional)

### Certified Quality

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- Optimum is a certified Powder Coat Applicator

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*Optimum reserves the right to change content herein, without prior notification.*



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**OPTIMUM WINDOW STANDARD COLORS**

			
<b>Apollo White</b> OS-SP120007	<b>Quaker Bronze</b> OS-SP120004	<b>Black</b> OS-SP121006	<b>Rola Espresso</b> OS-SP120009

*Optimum Standard Colors, No Charge.*

**MOST POPULAR COLORS**

		
<b>Light Blue</b> OS-SP120096	<b>El Cajon</b> OS-SP120121	<b>Fashion Gray</b> OS-SP120127
		
<b>Hartford Green</b> OS-SP120178	<b>Sandstone</b> OS-SP120256	<b>Brick Red</b> OS-SP120277

*Up Charge From 10 Units & Over, No Charge Less Than 10 Units \$75.00/Unit Charge*

**MOST POPULAR COLORS**

			
<b>Argento 308 Metallic</b> OS-SP120111	<b>Seafarm Green Metallic</b> OS-SP120105	<b>Dark Brown Anodized</b> OS-SP120200	<b>Belz Gray</b> OS-SP120109

*Up Charge From 10 Units & Over, No Charge Less Than 10 Units \$75.00/Unit Charge*

**MOST POPULAR COLORS**

				
<b>Dark Bronze</b> OS-SP120106	<b>Pebble Gray</b> OS-SP120300	<b>Terra Cotta</b> OS-SP120148	<b>Colonial Red</b> OS-SP120108	<b>Cardinal Red</b> OS-SP120170
				
<b>Burgundy</b> OS-SP120158	<b>Matte Bronze</b> OS-SP120201	<b>Soft Touch Smooth Black</b> OS-SP120281	<b>Panna Green</b> OS-SP120452	<b>Classic Green</b> OS-SP120037
				
<b>Old Bronze</b> OS-SP120204	<b>Stainless</b> OS-SP120282	<b>Slate Gray</b> OS-SP120200	<b>Caramel</b> OS-SP120274	<b>Sierra Tan</b> OS-SP120271
				
<b>Regal Brown</b> OS-SP120270	<b>Weathered Brown</b> OS-SP120608	<b>Blade Silver</b> OS-SP120252	<b>Medium Bronze</b> OS-SP120209	<b>Seawolf</b> OS-SP120203

*Up Charge From 10 Units & Over, No Charge Less Than 10 Units \$75.00/Unit Charge*

\*\*The products represented have been prepared to replicate actual powder readings. Color may vary slightly in color and gloss from actual color due to lighting, material, and finish processes.

Shown are a selection of available colors. Contact Optimum Window Mfg. for other program colors. The Optimum Window logo and name are trademarks. Please contact with your sales representative for a full catalog.

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Quote# SVS1783

# QUOTATION/CONFIRMATION

**To:** SVS  
 300 West Main St.  
 Charlottesville VA 22903  
**Att:** Mike Stoneking  
**Phone:** 434-981-4382  
**Fax:** n/a  
**Note:**

**Revised:** n/a  
**Date:** 08/29/14  
**Ref:** MiOssa Studio  
**Terms:** 1/3 Deposit, Balance to be COD by certified check  
**Cell:** n/a  
**Email:** mds@s-vs.com

- \*All prices are for the supply of material only.
- \*All prices are based upon Optimum's standard sections and specifications.
- \*All glass dimensions on Fire Rated windows will be divided to meet building codes.
- \*All out of state deliveries by common carrier are subject to C.O.D. fee, of \$75.00, which are paid for by the customer.
- \*Prices listed are valid for 30 days from date quoted, Optimum Window Mfg. Corp. reserves the right to change pricing and material specifications at it's discretion.

We are pleased to quote on the following windows supplied only:

				<i>Fabrication Sizes</i>	
Type	Units	Description	Glass Lites	Width	Height
1	1	HR4700 Series Steel Outswing Door w/ Sidelite & Transom Assembly	11	70.00	100.00
2					
3					
4					
5					
6		Notes:			
7		1) Price For Freight Is Subject To Change At Actual Time Of Delivery.			
8		2) Price Includes Multi-Point Hardware For Doors w/ O.W.M.'s Standard Levers.			
9		3) Price Includes Bronze Saddle/Thresholds For Doors.			
10		4) Price Includes O.W.M.'s Standard Kickplates For Door & Sidelite Panels.			
11		5) Price Includes Lock Boxes For Door Panels.			
12					
<b>Total</b>	<b>1</b>				

**Primer:** Zinc Rich Epoxy  
**Color:** O.W.M.'s Standard Black, Bronze, White or Rela Espresso  
**Finish:** Powder Coat  
**Screens:** n/a  
**Hardware:** O.W.M.'s Standard  
**Gl. Type:** Glass & Glazing By Others  
**Note:** This quote is based upon optimum's standard sections and specifications.  
**Add Alt 1:** n/a

**Int trim:** n/a  
**Ext trim:** n/a  
**Mulls:** O.W.M.'s Std.

**Comments** Approximate fabrication time is 18-20 weeks from receipt of deposit & all necessary approvals.  
 Price does not include anything other than that listed above.

**Amount** \$7,500.00  
**Tax** Add if Applicable  
**Freight** \$470.00  
**Total** \$7,970.00

**Submitted by:** CP/ep  
**Estimating:**  
**Accepted by:** \_\_\_\_\_  
**Date:**

**Quote #**

SVS1783

**Date**

8/29/2014

**Project:**

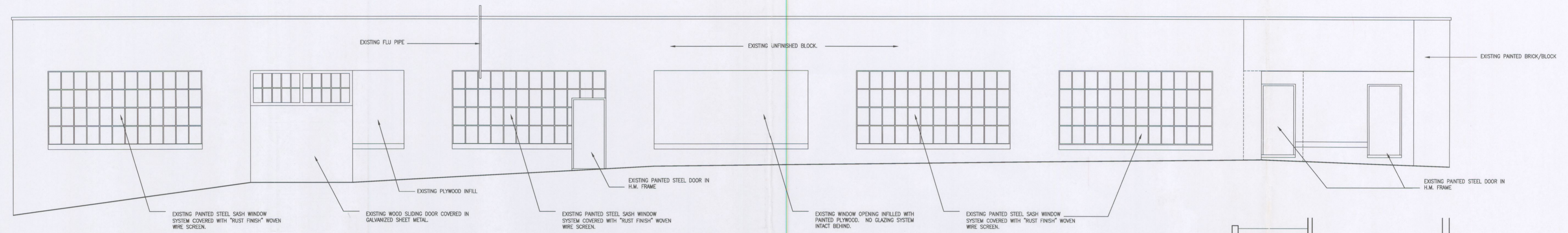
MiOssa Studio

**Contract Term Sheet**

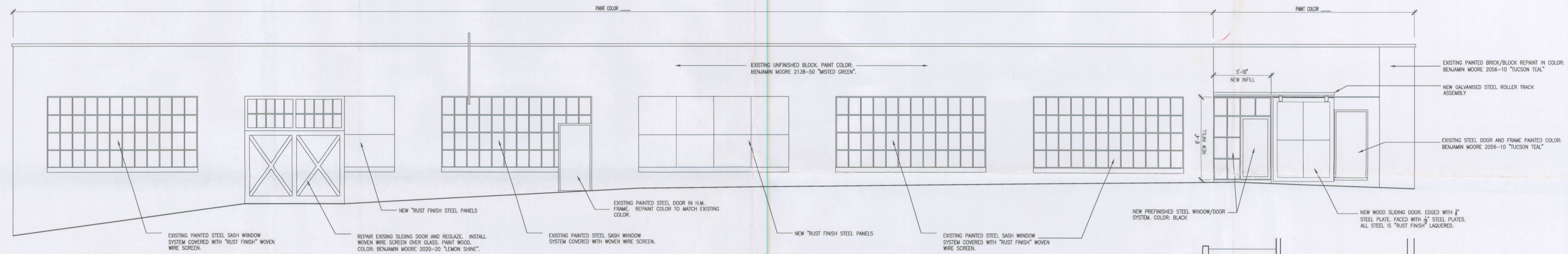
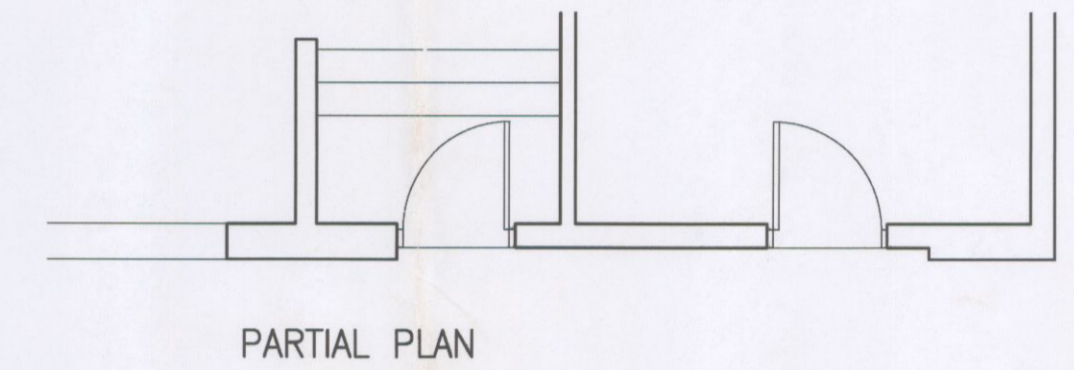
1. **Payment** - The due date for payments are as written on the face of this agreement. Accounts overdue more than 30 days will be subject to a service charge of 2% per month. SELLER, at its option, can require payments be made via joint check. SELLER reserves the right to hold shipments on any account over 60 days past due until the account is current. Payment for materials stored at SELLER's facility or at the jobsite will be Net 30 days after invoice. If rental storage space is required, the PURCHASER shall be responsible for payment of storage charges.
2. **Sales Tax** - Unless specifically stated, federal, state and/or local sales or use taxes are not included in this agreement.
3. **Delivery** - Delivery schedules are subject to factory conditions existing at time of receipt of final approved drawings and all manufacturing information. OWM will not commence fabrication of any materials covered by this agreement until each of the following conditions are met: a) a complete set of contract plans, drawings and specifications have been delivered to OWM (if applicable); b) all shop drawings submitted by OWM have been finally approved by the authorities whose approval is required; c) OWM has received all necessary information required for manufacturing including, but not limited to: all unresolved design issues, finish paint selection, hardware selections and finish, verified field dimensions, templates, sealant color or any information from other trades or suppliers which affect or are related to OWM's work or materials; d) OWM has received the required deposit (if required) per the payment terms outlined on the front of this agreement; and e) OWM has received written notification from PURCHASER to proceed with fabrication.
4. **Damages** - OWM will not accept responsibility for delayed shipments and deliveries occasioned by strikes, fires, accidents, emergencies, acts of God, war, civil insurrection, delays of common carriers or delays in material supplied by other trades or suppliers or any other causes beyond control of OWM. OWM will not be liable for any liquidated, special incidental or consequential damages or for any penalties whether direct or indirect. In no case shall OWM's tort or contractual liability to the PURCHASER exceed the contract price.
5. **Backcharges** - OWM will not accept any backcharges or claims for payment of work done by other unless such work has been authorized by OWM in writing prior to its commencement. OWM's liability for payment of any backcharges, when approved by OWM, will be limited to PURCHASER's actual costs incurred. OWM will not be responsible for PURCHASER's overhead, profit or general cost of business expenses on said backcharges.
6. **Disputes** - Any dispute arising under this agreement shall be under the jurisdiction and governed by the laws of the State of New York. The venue for any litigation under this agreement, if commenced by OWM or PURCHASER, shall be in a court of competent jurisdiction in Ulster County in the State of New York. PURCHASER shall pay for OWM's attorney's fees, court costs, etc., in the event that OWM hires an attorney to enforce any provision of this agreement. Notwithstanding the foregoing, OWM retains the option to file suit in the state in which the project is located to enforce any Mechanics Lien, Stop Notice, Payment Bond Claim, or any other claim involving the foregoing in which case New York law shall apply to the claim and to the interpretation and enforcement of this agreement.
7. **Field Service** - OWM is not responsible for the installation of its materials, attendance at the jobsite by its workmen for adjustment of sash, correction of setting or installation, or any other reason, either during or after installation by others. If such service is requested by PURCHASER, same will be considered an extra order and PURCHASER will be responsible to pay OWM for its workmen's wages, travel and living expense incurred plus overhead and profit.
8. **Shop Drawings** - OWM will provide shop drawings for approval by the Architect, Contractor, and any other involved parties whose authority is required for approval. It is the responsibility of the approving authority to thoroughly review the shop drawings for accuracy, compliance with design intent and specifications and to provide all information necessary to fabricate the material in accordance with the job requirements. The final approved shop drawings received by OWM shall be deemed to be the correct interpretation of the work to be performed.
9. **Installation** - Unless otherwise stated on the face of this agreement, clips, hardware and fittings including necessary screws, nuts and bolts for attachment to the product are included. Screws, shields, plugs or other fastenings to attach the product to the building structure are not included in this agreement.
10. **Glazing and Installation** - Each set of approved shop drawings contains a glazing and installation manual which contains important information concerning these two areas and contains recommended minimum procedures to be followed. It is the installer's responsibility to properly install and the glazier's responsibility to properly glaze, in accordance with their respective specifications, all products provided by OWM pursuant to this agreement. OWM will not be held liable for any condition caused by or due to installation or glazing of its products, when done by others, that is not in accordance with the project specifications, approved shop drawings, information provided in the glazing and installation manual or acceptable industry standards.
11. **Contract Documents** - In the event of any conflict between the terms and conditions stated herein and the terms and conditions of any acceptance or agreement in which these terms may be made a part thereof or in the plans and specifications now or hereafter existing, the terms of this agreement and the terms and conditions herein stated shall govern. Any additional terms contained in the acceptance of this offer shall be deemed a counter agreement and not incorporated into the agreement unless expressly agreed to in writing by OWM.
12. **Changes** - Should any changes or modifications to the original project requirements arise or should PURCHASER request any changes to the work being performed under this agreement, OWM reserves the right to require written approval from PURCHASER of said changes prior to performing the work or any work affected thereby. Said changes, when approved by OWM and PURCHASER, will become a part of and be governed by the terms and conditions of this agreement.
13. **Claims** - Claims for errors cannot be considered unless made promptly upon receipt of product. PURCHASER shall immediately inspect all product upon their arrival and, if found improper, short or damaged, shall immediately file a claim with the carrier and give written notice to OWM within two (2) days from receipt of product. OWM shall have the option of repairing or replacing any such product for which it might be responsible. Failure to give notice shall constitute waiver by PURCHASER of any claim on this account.
14. **Cancellations** - Cancellation of this contract in part or its entirety, if desired by PURCHASER and approved in writing by OWM, will obligate PURCHASER to provide payment for any work done by OWM and for materials in process or already fabricated at the time of notice of cancellation. Said payment will include OWM's full selling price and any anticipated profits, but, in any event, shall not be less than 10% of the full contract price.
15. **Lien Rights** - OWM retains all lien, stop notice and bond rights and does not waive or forego any such rights until OWM is paid in full.
16. **Indemnification** - To the fullest extent permitted by Law, PURCHASER will indemnify, defend and hold harmless OWM, its officers, directors, agents and employees from and against any and all claims, suits, liens, judgments, damages, losses and expenses including reasonable legal fees and costs, arising in whole or in part and in any manner from the acts, omissions, breach or default of PURCHASER, its officers, agents, and employees in connection with the furnishing of any product pursuant to this agreement.
17. **Standards** - All product supplied hereby shall meet industry standards in accordance with Steel Window Institute (S.W.I.).
18. **Storage** - Upon delivery to PURCHASER, OWM shall bear no responsibility for damages due to improper storage or exposure to the elements, dust, dirt and corrosives. The finished product should be appropriately covered and kept clean. Cleaning must be as specified in OWM's separate attachment delineated "Window & Door Limited Warranty".
19. **Miscellaneous** - None of the terms and conditions contained in this agreement may be modified, superseded or otherwise altered except by a written instrument signed by an authorized representative of OWM and delivered to PURCHASER. In the event any part of this agreement is found by any court of competent jurisdiction to be void or unenforceable, the remainder of the agreement shall be given full force and effect. No delay or failure to exercise a right under this agreement and no single or partial exercise of that right shall constitute a waiver of that or any other right hereunder. This agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto.

PURCHASER'S INITIALS

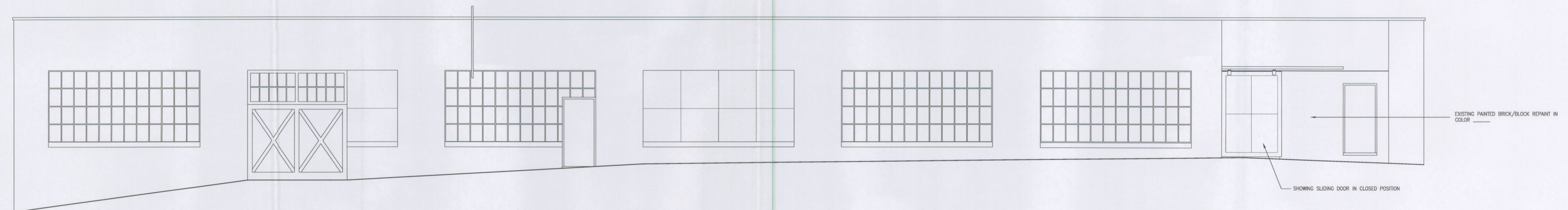
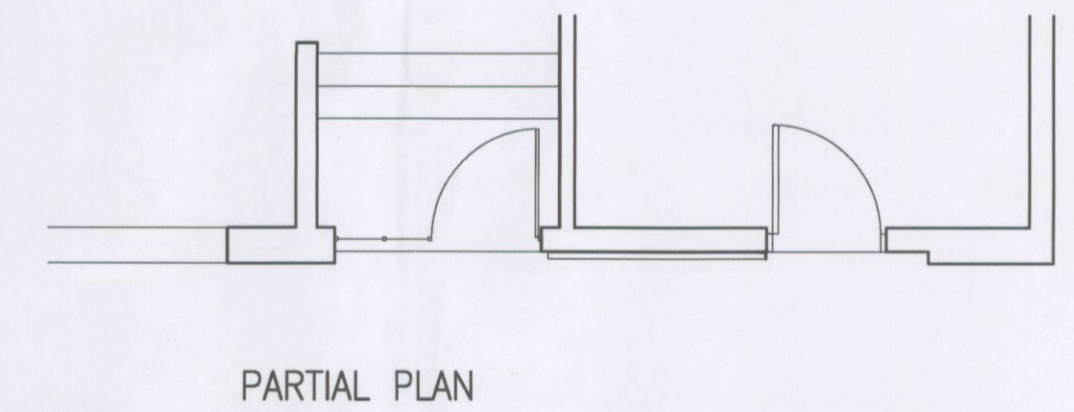




MiOssa Studio – Charlottesville, Virginia Stoneking von Storch Architects – Existing Elevation  
 September 30, 2014 3/16"=1'-0"



MiOssa Studio – Charlottesville, Virginia Stoneking von Storch Architects – Proposed Elevation, view A  
 September 30, 2014 3/16"=1'-0"



MiOssa Studio – Charlottesville, Virginia Stoneking von Storch Architects – Proposed Elevation, view B  
 September 30, 2014 3/16"=1'-0"



CITY OF CHARLOTTESVILLE  
"A World Class City"



Department of Neighborhood Development Services

City Hall Post Office Box 911  
Charlottesville, Virginia 22902  
Telephone 434-970-3182  
Fax 434-970-3359  
www.charlottesville.org

October 7, 2014

Dear Sir or Madam:

This letter is to notify you that the following application has been submitted for review by the City of Charlottesville Board of Architectural Review on property that is either abutting or immediately across a street from your property, or that has frontage on the same city street block.

**Certificate of Appropriateness Application**

BAR 14-10-06

134 10<sup>th</sup> Street NW

Tax Parcel 310156000

CCBW, LLC, Owner/ Mike Stoneking, Applicant

Exterior Changes: modify existing door and window openings; paint exterior

The Board of Architectural Review (BAR) will consider these applications at a meeting to be held on **Tuesday, October 21, 2014, starting at 5:30 pm in the City Council Chambers, City Hall**. Enter City Hall from the Main Street pedestrian mall entrance and go up one floor.

An agenda with approximate times and additional application information will be available on the BAR's home page accessible through <http://www.charlottesville.org> If you need more information, please do not hesitate to contact me at 434-970-3130 or [scala@charlottesville.org](mailto:scala@charlottesville.org)

Sincerely yours,

A handwritten signature in cursive script that reads "Mary Joy Scala, AICP".

Mary Joy Scala, AICP  
Preservation and Design Planner