

ACTIONS
Board of Supervisors Meeting of January 16, 2008

January 17, 2008

<u>AGENDA ITEM/ACTION</u>	<u>ASSIGNMENT</u>
<p>1. Call to Order.</p> <ul style="list-style-type: none"> Meeting was called to order at 4:05 p.m., by the Vice-Chairman, Mr. Slutzky. All BOS members were present, except Mr. Boyd. Also present were Bob Tucker, Larry Davis, Wayne Cilimberg and Ella Jordan. 	
<p>2. Work Session: ZMA-2006-009. 5th Street Avon Center.</p> <ul style="list-style-type: none"> HELD. CONSENSUS that the public hearing be held on either March 12 or March 19 if the final Application Plan and Proffers are submitted, and outstanding issues are addressed, in a timely manner that allows appropriate staff review. 	<p><u>Claudette Grant/Wayne Cilimberg:</u> Notify Clerk of appropriate date for scheduling public hearing.</p>
<p>3. Recess.</p> <ul style="list-style-type: none"> At 5:28 p.m., the Board went into a Closed Meeting pursuant to Section 2.2-3711A of the Code of Virginia under Subsection (3) to consider the disposition of publicly held property. 	
<p>4. Call to Order.</p> <ul style="list-style-type: none"> Meeting was called back to order at 6:05 p.m., by the Vice-Chairman, Mr. Slutzky. The Board certified the Closed Meeting. 	
<p>6. From the Board: Matters Not Listed on the Agenda. <u>Sally Thomas:</u></p> <ul style="list-style-type: none"> Moved, which passed by a vote of 5:0, that the Board place on its January 23rd Agenda, for further consideration or action, the following Ordinances which were deferred by the Board at the conclusion of their public hearings on October 10, 2007: <ul style="list-style-type: none"> (1) Subdivision Ordinance Amendment – STA-2007-00002, with direction to staff to revise the proposed ordinance to provide that the holding period for a family subdivision will be a four year holding period before and after the subdivision; (2) Zoning Ordinance Amendment - ZTA2007-00003, with direction to staff to revise the ordinance to delete the provisions changing the critical slopes regulations so that the ordinance will now only address safe and convenient access for driveways. In addition, staff is directed to revise proposed §4.6.6(d) to provide that the safe and convenient access regulations will apply to existing lots unless there is a finding by the County Engineer that development of the lots for the first single-family dwelling applying those regulations would be impracticable; and (3) Water Protection Ordinance Amendment – 	<p><u>Clerk:</u> Schedule item on January 23rd agenda. <u>Wayne Cilimberg/Larry Davis:</u> Prepare information as requested.</p>

<p>WPTA-2007-01, with direction to staff to delete the proposed definition of "rural areas", because it is a term that is not used in the ordinance, and to revise proposed §17-321 to eliminate the redundancy in subsections (1), (2), and (3) and to simplify the language, this being a non-substantive revision for the purpose of clarity.</p> <ul style="list-style-type: none"> • DIRECTED staff to identify the differences in the ordinances proposed that went to the Board on October 10, 2007 and the ordinances currently before the Board. <p><u>Ann Mallek:</u></p> <ul style="list-style-type: none"> • Moved, which passed by a vote of 5:0, that the Board adopt the Wise Energy for Virginia Resolution of Support. 	<p><u>Clerk:</u> Forward copy of resolution to State Corporation Commission and Chesapeake Climate Action Network. (Attachment 1)</p>
<p>8. From the Public: Matters not Listed on the Agenda.</p> <ul style="list-style-type: none"> • Kim Wilkens and Carmen Rodriguez, speaking on behalf of Impact, asked for the Board's support in addressing affordable housing issues in the community. • Neil Williamson, on behalf of Free Enterprise Forum, asked the Board to reconsider the date of its discussion on the rural areas items so as to allow adequate time for public engagement. 	
<p>9. ZMA-2007-007. McCauley Crossing.</p> <ul style="list-style-type: none"> • At the applicants request, DEFERRED ZMA-2007-007, by a vote of 5:0, to February 13, 2008. 	<p><u>Clerk:</u> Readvertise public hearing for February 13th.</p>
<p>10. ZMA-2007-004. Oakleigh Farm.</p> <ul style="list-style-type: none"> • APPROVED ZMA-2007-004, by a vote of 5:0, inclusive of the Application Plan dated 04/30/2007, revised 12/13/2007, the Code of Development dated 12/13/2007 and the Proffers dated 01/16/2008. 	<p><u>Clerk:</u> Set out applicant's proffers. (Attachment 2)</p>
<p>11. ZMA 2007-015. DTG Dickerson Road.</p> <ul style="list-style-type: none"> • APPROVED ZMA-2007-015, by a vote of 5:0, inclusive of the Proffers dated 12/10/2007. 	<p><u>Clerk:</u> Set out applicant's proffers. (Attachment 3)</p>
<p>12. From the Board: Matters Not Listed on the Agenda. <u>Lindsay Dorrier:</u></p> <ul style="list-style-type: none"> • Moved that the Board reconsider its earlier vote to schedule the rural areas issues on the January 23rd agenda. Due to the lack of a second, the motion died. He then indicated his opposition to the motion that he had previously voted for. 	
<p>13. Adjourn to January 23, 2008, 12:30 p.m.</p> <ul style="list-style-type: none"> • The meeting was adjourned at 7:21 p.m. 	

ewj/mrh

Attachment 1 – Wise Energy for Virginia – Resolution of Support

Attachment 2 – Proffers - ZMA-2007-004. Oakleigh Farm

Attachment 3 – Proffers – ZMA 2007-015. DTG Dickerson Road

**WISE ENERGY FOR VIRGINIA
RESOLUTION OF SUPPORT**

WHEREAS, clean air is vital to the health and well-being of all of Virginia's citizens, especially our children and senior citizens;

WHEREAS, the natural beauty of the Chesapeake Bay as well as our mountains and forested landscapes is a source of pride and inspiration to the citizens of Virginia and millions of other Americans who visit our Commonwealth every year;

WHEREAS, the health of our agriculture, forestry, and tourism industries as well as our recreational and commercial fisheries are important to the economy of Virginia;

WHEREAS, air pollution degrades our scenery, harms our health, compromises our commercial and recreational fisheries, and damages our streams, forests, and farms;

WHEREAS, Dominion's proposed coal-fired power plant in Wise County would produce at least 12,500 tons (25 million pounds) of hazardous air pollution, including nitrogen oxides, an ingredient of smog; sulfur dioxide, a major cause of acid rain; and carbon monoxide, which can pose serious breathing problems for those with respiratory ailments;

WHEREAS, the proposed coal-fired power plant would exacerbate mountaintop removal coal mining in Southwest Virginia, a practice that permanently destroys mountains, forests, and headwater streams—treasured and irreplaceable parts of Virginia's natural heritage that provide clean water to communities, harbor a diversity of plants and animals unequaled in other regions of the United States, and enrich the lives of residents and visitors alike;

WHEREAS, Southwest Virginia already suffers from extensive blasting, flooding, and water pollution from mountaintop removal, compromising the economy of the region and residents' health and quality of life;

WHEREAS, the proposed coal-fired power plant in Wise County would emit more than 5.3 million tons of carbon dioxide per year, equal to the entire amount of CO₂ reductions contained in the Governor's proposal to reduce gasoline usage by 10 percent;

WHEREAS, Virginia is exceptionally vulnerable to global warming. Over 3,300 miles of tidal shoreline is at risk due to sea level rise; our agricultural sector will likely be impacted by shifting seasons and weather patterns; increased heat will exacerbate urban heat-related illness and death by as much as 50 percent, and more;

WHEREAS, Virginia has already contributed its fair share to global warming, with emissions having risen *34 percent between 1990 and 2004, a rate nearly twice the national average*;

WHEREAS, Congress is considering several bills, including the "Warner-Lieberman Act" proposed by Senator John Warner and supported by Senator Jim Webb, to reduce U.S. emissions of global warming pollution;

WHEREAS, federal climate change legislation is likely to be enacted in the near future, and Dominion Virginia Power has failed to consider *any* of the additional costs of greenhouse gas regulation in preparing the economic analyses of its Wise County Power Plant.

WHEREAS, the Attorney General of New York has subpoenaed Dominion Virginia Power over its failure to account for its global warming pollution, noting his concern that "Dominion has not adequately disclosed" to shareholders the "increased financial, regulatory, and litigation risks" associated with

building the Wise County coal-fired power plant without any plan to capture and sequester the plant's carbon dioxide emissions;

WHEREAS, Dominion Virginia Power has also failed to account for the rapidly escalating costs of power plant construction that will be passed on to Virginia ratepayers; as stated in a June 2007 report by Standard & Poor's, "capital costs of new [power plant] generation ... have risen substantially over the past three years.";

WHEREAS Governor Kaine's Energy Plan recommends that "Developers of conventional electric generation capacity that would serve and be paid for by Virginia electric customers should be required to show, as part of an application for a Certificate of Public Convenience and Necessity, that the conventional generation is needed after all cost-effective energy-efficiency and conservation actions have been implemented, and that the conventional generation is less expensive than new renewable generation capacity;"

WHEREAS, according to a recently released report of The American Council for an Energy Efficient Economy, Virginia ranks at the bottom of all states, with no spending at all, in utility investments in energy efficiency, per capita; and

WHEREAS, building a new coal-fired power plant costs ratepayers two to five times as much as investments in energy efficiency, causing the Western States Governors' Association to observe that "improving end-use efficiency is the least expensive electricity resource;"

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors, of Albemarle County, Virginia finds that under present conditions, the construction of a coal-fired power plant in Wise County is not in the best interest of our citizens; and

FURTHER RESOLVED, that the Board of Supervisors respectfully urge the Governor and the General Assembly to join in aggressively promoting the implementation of cost-effective energy efficiency, conservation, and demand-side management programs *before* any coal-fired power plant is built.

PROFFER STATEMENT

Date: January 16, 2008
ZMA#: 2007-00004 Oakleigh Farm
Tax Map and Parcel Number: Tax Map 45, Parcel 26A

**8.822 acres to be rezoned from R6 Residential to Neighborhood Model District (NMD)
 in accord with the General Development Plan entitled "Rezoning Request for Oakleigh Farm,"
 prepared by Terra Concepts, PC, revised through December 13, 2007
 (the "General Development Plan")**

Oakleigh Albemarle, LLC, a Virginia limited liability company, is the fee simple owner (the "Owner") of Tax Map 45, Parcel 26A (the "Property") which is the subject of the zoning map amendment application #ZMA 2007-00004 known as "Oakleigh Farm." The Applicant for Oakleigh Farm is also Oakleigh Albemarle, LLC. The Oakleigh Farm community is herein referred to as the "Project."

Pursuant to Section 33.3 of the Albemarle County Zoning Ordinance, Owner hereby voluntarily proffers the conditions listed in this Proffer Statement, which shall be applied to the Property if the rezoning is approved by Albemarle County. These conditions are proffered as part of the rezoning and it is acknowledged that the conditions are reasonable.

1. Affordable Housing.

A. 15% Affordable Requirement. The Owner shall provide a mixture of affordable housing units and cash in lieu of affordable housing units equivalent to fifteen percent (15%) of the total residential dwelling units within the Project (the "15% Affordable Requirement"). The affordable housing mixture shall be comprised as follows:

(i). The Owner shall provide affordable housing dwelling units equal to at least seven and one-half percent (7.5%) of the total residential dwelling units within the Project in the form of for-sale or for-lease affordable dwelling units as described in this paragraph 1 (the "Affordable Dwelling Units" or "Affordable Units"). The Affordable Dwelling Units shall be comprised of one or more of the following unit types: single-family attached housing (townhouses or duplexes), condominiums or single family detached units. The Owner or its successor in interest reserves the right to provide the Affordable Dwelling Units in a variety of ways, utilizing the above mentioned unit types alone or any combination.

(ii) In lieu of each additional affordable dwelling unit that would otherwise be required to meet the remainder of the 15% Affordable Requirement for affordable housing within the Project after the Owner has provided the Affordable Dwelling Units referenced in Paragraph 1(A)(i), the Owner shall make a cash contribution to Albemarle County for the affordable housing program in the amount of Nineteen Thousand One Hundred Dollars (\$19,100) for each such unit or any portion thereof (the "Affordable Housing Cash Proffer") such that the number of Affordable Units and the Affordable Housing Cash Proffer equals the 15% Affordable Requirement as described herein. Any unit for which the Affordable Housing Cash Proffer is contributed as provided herein shall count as an Affordable Dwelling Unit for purposes of this Paragraph 1, but as a market rate unit for purposes of Paragraph 2. The Affordable Housing Cash Proffer shall be allocated among the market rate dwelling units, such that the number of affordable dwelling units or any portion thereof that would otherwise be required to meet the requirements of this Paragraph 1A(ii) and the 15% Affordable Requirement is multiplied by the figure of \$19,100, and that product is then divided by the number of market rate dwelling units within the Project. The resulting amount shall then be paid to the County prior to the issuance of a building permit for any building or block of townhouse units within the Project that contain market rate dwelling units, for each market rate dwelling unit within such building or block of townhouse units, until the 15% Affordable Requirement has been satisfied. If the number of market rate units or Affordable Units changes after the first Affordable Housing Cash Proffer is paid, the per unit Affordable Housing Cash Proffer shall be recalculated and adjusted to assure that the 15% Affordable Requirement is satisfied.

(iii). Each subdivision plat and site plan for land within the Project shall designate the lots or units, as applicable, that will, subject to the terms and conditions of this Paragraph 1, be built as Affordable Dwelling Units, and the aggregate number of such lots or units so designated within each subdivision plat and site plan shall constitute a minimum of seven and one-half percent (7.5%) of the lots or units in such subdivision plat or site plan. Notwithstanding the foregoing, however, the Owner may “carry-over” or “bank” credits for Affordable Units in the event previously built buildings within the Project provided more than 15% Affordable Units, or in the event the Owner has paid the Affordable Housing Cash Proffer for an equivalent number of units (“Affordable Credits”). Any such additional Affordable Credits shall be allocated toward the fifteen percent (15%) minimum for the buildings that remain to be built within the Project.

B. For-Sale Affordable Units. The for-sale Affordable Dwelling Units shall be affordable to households with incomes up to eighty percent (80%) of the area median family income (the “Affordable Unit Qualifying Income”), such that the housing costs consisting of principal, interest, real estate taxes, and homeowner's insurance (PITI) do not exceed thirty percent (30%) of the Affordable Unit Qualifying Income, provided, however, that in no event shall the selling price of such affordable units be required to be less than the greater of One Hundred Ninety Thousand Four Hundred Dollars (\$190,400) or sixty-five percent (65%) of the applicable Virginia Housing Development Authority (VHDA) maximum mortgage for first-time home buyers at the beginning of the 90-day identification and qualification period referenced below. The Owner or his successor in interest may at its option facilitate the provision of down payment assistance loans to reduce the out-of-pocket cash requirement costs to the homebuyer, such as, but not limited to a second lien Deed of Trust, so that the resultant first mortgage and housing costs remain at or below the parameters described herein. All financial programs or instruments described herein must be acceptable to the primary mortgage lender. Any second lien Deed of Trust executed as part of this paragraph shall be donated to the County of Albemarle or its designee to be used to address affordable housing. For purposes of calculating the price of the Affordable Dwelling Units, the value of Seller-paid closing costs shall be excluded from the selling price of such Affordable Dwelling Units.

C. For-Lease Affordable Dwelling Units.

(i) The initial net rent for each for-lease Affordable Unit shall not exceed the then-current and applicable maximum net rent as published by the County Housing Office. In each subsequent calendar year, the monthly net rent for each for-rent Affordable Unit may be increased up to three percent (3%). For purposes of this proffer statement, the term “net rent” means that the rent does not include tenant-paid utilities. The requirement that the rents for such for-lease Affordable Units may not exceed the maximum rents established in this paragraph 1C shall apply for a period of ten (10) years following the date the certificate of occupancy is issued by the County for each for-lease Affordable Unit, or until the units are sold as affordable units as defined by the County's Affordable Housing Policy, whichever comes first (the “Affordable Term”).

(ii). Conveyance of Interest - All instruments conveying any interest in the for-lease Affordable Dwelling Units during the Affordable Term shall contain language reciting that such unit is subject to the terms of this Paragraph 1(C). In addition, all contracts pertaining to a conveyance of any for-lease Affordable Dwelling Unit, or any part thereof, during the Affordable Term, shall contain a complete and full disclosure of the restrictions and controls established by this Paragraph 1(C). Prior to the conveyance of any interest in any for-lease Affordable Dwelling Unit during the Affordable Term, the then-current owner shall notify the County in writing of the conveyance and provide the name, address and telephone number of the potential grantee, and state that the requirements of this Paragraph 1(C)(ii) have been satisfied.

(iii). Reporting Rental Rates. During the Affordable Term, within thirty (30) days of each rental or lease term for each for-rent Affordable Unit, the then-current owner shall provide to the Albemarle County Housing Office a copy of the rental or lease agreement for each such unit rented that shows the rental rate for such unit and the term of the rental or lease agreement. In addition, during the Affordable Term, the then-current owner shall provide to the County, if requested, any reports, copies of rental or lease agreements, or other data pertaining to rental rates as the County may reasonably require.

D. Notification Period; County Cash Option.

(i). Notification Period. All purchasers of the Affordable Dwelling Units shall be approved by the Albemarle County Office of Housing or its designee. The then-current owner/builder shall provide the County or its designee a period of ninety (90) days to identify and pre-qualify an eligible purchaser for the Affordable Unit(s). The ninety (90) day period shall commence upon written notice from the then-current owner/builder that the Unit(s) is within one hundred twenty (120) days of completion and, that on or before the end of such one hundred twenty (120) day period shall be ready for occupancy. If the County or its designee does not provide a qualified purchaser who executes a contract of purchase during this ninety (90) day period, the then-current owner/builder shall have the right to sell or lease the Unit(s) without any restriction on sales or lease price or income of the purchaser(s), provided, however, that any Unit(s) sold or leased without such restriction shall nevertheless be counted toward the number of Affordable Units required to be provided pursuant to the terms of this proffer. The requirements of this proffer shall apply only to the first sale of each of the Affordable Dwelling Units that are purchased. Nothing herein shall preclude the then-current owner/builder from working with the County Housing Department prior to the start of the notification periods described herein in an effort to identify qualifying purchasers for the Affordable Units.

(ii). County Option for Cash In Lieu of Affordable Units. If at any time prior to the County's approval of any preliminary site plan or subdivision plat for the Property which includes one or more for-sale Affordable Dwelling Units, the Housing Office informs the then-current owner/builder in writing that it may not have a qualified purchaser for one or more of the for-sale Affordable Dwelling Units at the time that the then-current owner/builder expects the units to be completed and that the Housing Office will instead accept a cash contribution to the Housing Office to support affordable housing programs in the amount of Nineteen Thousand One Hundred Dollars (\$19,100) in lieu of each affordable unit(s), then the then-current owner/builder shall pay such cash contribution to the County prior to obtaining a certificate of occupancy for the unit(s) that were originally planned to be Affordable Dwelling Units, and the then-current owner/builder shall have the right to sell the Unit(s) without any restriction on sales price or income of the purchaser(s). For the purposes of this proffer, such Affordable Dwelling Units shall be deemed to have been provided when the subsequent owner/builder provides written notice to the Albemarle County Office of Housing or its designee that the Affordable Unit(s) will be available for sale.

E. Inspections. The County shall have the right, upon reasonable notice and subject to all applicable privacy laws, to periodically inspect the records of the Owner or any successors in interest for the purposes of assuring compliance with this Paragraph 1.

2. Cash for Capital Improvements Program. The Owner shall contribute cash to the County in the following amounts for each dwelling unit constructed within the Property that is not an Affordable Dwelling Unit. The cash contributions shall be used to address the fiscal impacts of development on the County's public facilities and infrastructure (i.e., schools, public safety, libraries, parks and transportation) identified in the County's Capital Improvements Program. The cash contribution shall be paid prior to issuance of a building permit for each unit in the following amounts:

A. Seventeen Thousand Five Hundred Dollars (\$17,500) for each single family detached dwelling unit that is not an Affordable Dwelling Unit.

B. Eleven Thousand Nine Hundred Dollars (\$11,900) for each single family attached dwelling unit that is not an Affordable Dwelling Unit.

C. Twelve Thousand Four Hundred Dollars (\$12,400) for each multi-family dwelling unit that is not an Affordable Dwelling Unit.

D. Zero Dollars (\$0.00) for each Affordable Dwelling Unit.

3. Annual Adjustment of Cash Proffers. Beginning January 1, 2008, the amount of each cash contribution required herein shall be adjusted annually until paid, to reflect any increase or decrease for the preceding calendar year in the Comparative Cost Multiplier, Regional City Average, Southeast Average, Category C: Masonry Bearing Walls issued by Marshall Valuation Service (a/k/a Marshall & Swift) (the "Index") or the most applicable Marshall & Swift index determined by the County if Marshall & Swift ceases publication of the Index identified herein. In no event shall any cash contribution amount be adjusted to a sum less than the amount initially established by these proffers. The annual adjustment

shall be made by multiplying the proffered cash contribution amount for the preceding year by a fraction, the numerator of which shall be the Index as of December 1 in the preceding calendar year, and the denominator of which shall be the Index as of December 1 in the year preceding the calendar year most recently ended. For each cash contribution that is being paid in increments, the unpaid incremental payments shall be correspondingly adjusted each year.

4. **Tree Preservation.** The Owner has submitted as part of the Code of Development for Oakleigh Farm a tree protection plan (the "Tree Plan") for thirty-nine (39) trees within the Project, as shown on the Tree Plan, which specifies tree protection methods and procedures, including fertilizing, tree protection fencing and mulching which shall be complied with during and after development of the Project. Prior to the final site plan approval, the Owner shall submit a bond or other form of surety in the total amount of Twenty-Nine Thousand Dollars (\$29,000). The bond or surety shall be submitted to guaranty the replacement of those trees which are numbered 1, 1A, 2, 3, 4, 4A, 5, 6, 7, 8, 9, 10, 14, 16, 17, 19, 20, 21, 22, 24, 25, 27A, 30, 31, 32, 35, 38, 38A, and 44D on the Tree Plan (the "Bonded Trees") in the event that any of the Bonded Trees die within a period of five (5) years after issuance of the last residential Certificate of Occupancy within the Project. The bond or other surety shall be in a form acceptable to the County Engineer and the County Attorney.

5. **Pedestrian Easement.** The Homeowners' Declaration of Covenants and Restrictions for the Project shall contain a provision which grants a public right of pedestrian access over all sidewalks within the Project. This right shall be in perpetuity and the Declaration shall name the County of Albemarle, Virginia as a third-party beneficiary with the express right to enforce the provisions of such public right of access.

6. **Erosion and Sediment Control.** The Owner shall, to the maximum extent practicable as determined by the County's Program Authority, provide additional erosion and sediment controls to achieve a sediment removal rate of eighty percent (80%) for the Property. (As a reference, current regulatory structural measures achieve a 60% optimal removal rate.)

WITNESS the following duly authorized signatures:

Owner:
OAKLEIGH ALBEMARLE, LLC,
a Virginia Limited Liability Company
By: (Signed) George W. Ray, Jr.
Printed Name: George W. Ray, Jr.
Title: Manager

Original Proffer X
Amendment _____

PROFFER FORM

Date of Proffer Signature: 12/10/2007
ZMA 2007-015
Tax Map 32, Parcel 9J1

2.64 Acres to be rezoned from Rural Areas (RA) to Light Industrial (LI)

Pursuant to Section 33.3 of the Albemarle County Zoning Ordinance, the Owner hereby voluntarily proffers the conditions listed below which shall be applied to the property, if rezoned with the offered plans approved for development. These conditions are proffered as a part of the requested rezoning and the Owner acknowledges that the conditions are reasonable.

1. The Property shall be developed in accord with the "Zoning Map Amendment Plan," dated October 30, 2007, except that the Owner may expand the existing building by up to 2,000 additional square feet to the rear in order to provide additional storage space for a maximum building size of 6,000 square feet, and may relocate the fenced parking area now shown behind the existing building to the west end of the existing parking lot.
2. The Owner shall connect to public water and sewer within one year after each of these services becomes available either along the Dickerson Road frontage of TMP 32-9J1 or within a public easement adjacent to TMP 32-9J1. Until the applicant has connected to public water and sewer, the use of the Property shall be limited to a single use permitted by Proffer 3.
3. The use of the Property shall be limited to those uses allowed by right under Section 27.2.1 (2), (4), (5), (6), (9), (11), (12), (13), (14), (17), (18) and (19) of the Zoning Ordinance of Albemarle County, Virginia as that Section is in effect on December 12, 2007, a copy of which is attached hereto as Exhibit A.

Owner/Applicant:
DTG Enterprises LLC

Owner/Applicant's Address:
925 Madison Drive
Earlysville, VA 22936

By: (Signed) Darren P. Giacalone
Darren P. Giacalone

(Signed) Tammy L. Giacalone
Tammy L. Giacalone