PETITION FOR SPECIAL HEARING 84-271-5PH TO THE ZONING COMMISSIONER OF BALTIMORE COUNTY: The undersigned, legal owner(s) of the property situate in Baltimore County and which is described in the description and plat attached hereto and made a part hereof, hereby petition for a Special Hearing under Section 500.7 of the Baltimore County Zoning Regulations, to determine whether or not the Zoning Commissioner and/or Deputy Zoning Commissioner should approve a Beauty Shop at Towson State University as a customarily, incidental and accessory public use of the University. In meet the needs of the student population and not in conflict with Section 103.2 of the Baltimore County Zoning Regulations. Property is to be posted and advertised as prescribed by Zoning Regulations. I, or we, agree to pay expenses of the above Special Hearing advertising, posting, etc., upon fil-ing of this Petition, and further agree to and are to be bound by the zoning regulations and restric-tions of Baltimore County adopted pursuant to the Zoning Law for Baltimore County. I/We do solemnly declare and affirm, under the penalties of perjury, that I/we are the legal owner(s) of the property which is the subject of this Fatition. Operator Contract Purchaser Legal Owner(s): State of Maryland, for use of Board of Trustees of the State Universities and Colleges Carmen DiSabating Bonnin Kramer..... (Type or Print Name) -- (Type or Print Name) Signiture Sean E. Spencer, Excutive Director. ham Board of Trustees of the State Universities Address 416 York Road Towson, Maryland 21204 Signature

16 Francis Street

ORDERED By The Zoning Commissioner of Baltimore County, this 13th day

of March 1984, that the subject matter of this petition be advertised, as required by the Zoning Law of Baltimore County, in two newspapers of general circulation throughout Baltimore County, that property be posted, and that the public hearing be had before the Zoning

Commissioner of Bultimore County in Room 106, County Office Building in Towson, Baltimore

825-1630

ORDER

2.C.O.-Cio. 1

Annapolis, Maryland

Name, address and phone number or legal owner, contract purchaser or representative to be contacted

406 W. Pennsylvania Avenue

BALTIMORE COUNTY
JEPARIMENT OF PUBLIC WORKS
TOWSON, MARYLAND 21204 TOWSON, MARYLAND 21204

LINECTOR PISTEL P E

April J. 1984

Mr. Arnold Jablon Coming Commissioner County Office Building Towson, Maryland 21204

> Re: Item #245 (1983-1984) Property Owner: State of Maryland (State Contractalties and Culleges) S/S T/wsontown Blvd, and Burke Road and W/S fork hoad Acres: No Plats Ha lived District: 9th

Dear Mr. Jablon:

The following comments are furnished in connection with the subject item. General:

Baltimore County highway and utility improvements exist and are not directly involved.

This office has no further comment in regard to this Item #245 (3982-1984).

ROBERT A. CORTON, F.E., Chie Bureau of Public Services

RAM: EACH PWR: DE

N-NW Key Sheet 34 - 37 NE 1 - 3 Pos. Sheets NE 9 6 10 A Topo 70 Tax Map

BALTIMORE COUNTY, MARYLAND

INTER-OFFICE CORRESPONDENCE

Arnold Jablon 70 Lining Commissioner

Norman E. Gerber, Director Prom. Office of Planning and Zoning

Zaning Petition No. 84-271-SPH SUBJECT .. Journal State University

> There are no comprehensive planning factors requiring comment on this petition.

> > Office of Planning and Zoning

NEG/JGH/51

CALTINORE COUNTY OFFICE OF PLANNING & FORING Your petition has been received and accepted for filing this

BALTIMORE COUNTY, MARYLAND

INTER-OFFICE CORRESPONDENCE

Mr. Arnold Jablon, Zoning Commissioner To Office of Planning and Zoning

April 6, 1984

FROM In J. Forrest

SURJECT Zoning Variance Items

The Baltimore County Department of Health has reviewed the following soning itses and does not anticipate any health hazards at this time regarding these items.

Meeting - March 27, 1984

/ Item #245 - State of Manyland (State Universities and

Itom #251 - Replay Limited, Inc.

Meeting - April 3, 1984

IJF/fth

Item #255 - Betty H. Gamewell

Item #257 - Michael P. Jenicki

BALTI MORE COUNTY ZONING PLANS ADVISORY COMMITTEE

April 6, 1984

COUNTY OFFICE BLDG. 111 W. Cherapeake Ave. Towson, Maryland 21204

Chains-in

MERNERS Bureau of

Industrial.

Development

Engineering Department of Traffic Engineering State Roads Commission Bureau of Fire Prevention Marith Department

Project Planning **Building Department** Board of Education Soning Administration

S. Eric DiNenna, Esquire 406 W. Pennsylvania Avenue Towson, Maryland 2120h

HE: Case No. 84-271-SPH (Item No. 245) Petitioner - State of Maryland (Towson State College) Opecial Bearing Petition

Dear Mr. DiNenna:

The Zoning Plans Advisory Committee has reviewed the plans submitted with the above referenced petizion. The following somments are not intended to indicate the appropriateness of the zoning action requested, but to assure that all parties are made aware of plans or problems with regard to the development plans that may have a bearing on this case. The Director of Flanning may file a written report with the Zoning Commissioner with recommendations as to the suitability of the requested soning.

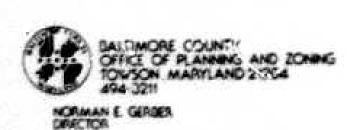
In view of your client's proposal to locate a beauty salon on the grounds of the Towson State College, this hearing to determine the applicability of Section 103.2 of the zoning regulations is required.

Enclosed are all comments submitted from the members of the petition. If similar comments from the remaining members are received, I will forward them to you. Otherwise, any comment that is not informative will be placed in the hearing This petition we This petition was accepted for filing on the date of the filing certificate and a hearing scheduled accordingly.

> Hobitos 13 Commedian for FICHOLAS B. COMMODARI

Zoning Plans Advisory Coxaittee

MBC:moh Shol naure



Mr. Arnald Jetlon Zoning Commissioner County Office Building luxson, Maryland 2120

4/4/84

Zonine Advisory Meeting of SANTON Property Owner: State or Heartwell & WILL YOLK HU.

The Division of Current Planning and Development has reviewed the subject petition and offers the following commence. The itses checked below are applicable.

	(pinere are no site planning factor, requiring comment.
	7A County Review Group Meeting is required.
	()A Crunty Review Group meeting was held and the minutes will be
	forward by the Bureau of Public Services.
	()This site is part of a larger tract; therfore it is defined as
	subdivision. The plan must show the entire tract.
	()A record plat will be required and must be recorded prior
	to issuance of a building parmit.
	The access is not satisfactory.
201	The circulation on this site 's not satisfactory.
	()The parking arrangement is not satisfactory.
	()Parking calculations must be shown on the plan.
	()This property contains soils which are defined as wetlands, and
	development on these soils is prohibited.
	()Construction in or alteration of the floodplain is prohibited
	under the provisions of Section 22-98 of the Development
	Regulations.
	()Development of this site may constitute a potential conflict w
	the Baltimer County Master Plan.
	()The amended Development Clan was approved by the Planning Board
	()The amended Development Clan was approved by the Planning Board

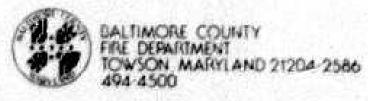
)Lendscaping should be provided on this site and show on the plan.
)The property is located in a deficient service area as defined by \$11, 228-79. No building permit may be issued until a Reserve Capacity Use Certificace has been issued. The defictiont service

The property is located in a traffic area controlled by a "9" level intersection as defined by 8111 178-79, and as conditions change traffic capacity may became more limited. The Bazic Services Areas are re-evaluated annually by the County Scincil.

Pursuant to the advertisement, posting of property, and public hearing and the Petition and it appearing that by reason of the following finding of facts that.

THE REPORT OF THE PARTY OF THE

South side of Towsontown Boulevard and Burke Road and the West side of York Road, known as the University Union and other structures of the Towson State University, Towson, Maryland 21204, in the 9th Election District.



PAUL H RENCHE

March 27 1984

Br. William Researd Coming Commissioner Office of Planning and Boning Ballimore County Office Building Towson, Daryland 12:204

Attention: Nick Commodari, Chairman Zoning Plans Edvisory Committee

PE: Property Owner: State of Maryland (State of Universities and Colleges)
Location: S/S Towsontown Blvd. and Burke Road and W/S York Road

Itom No.: 245 Zoning Agenda: Meeting of 3/27/84

Centlegen:

Pursuant to your request, the referenced property has been surveyed by this Bureau and the comments below marked with an "X" are applicable and required to be corrected or incorporated into the final plans for the property.

- () 1. Fire hydrants for the referenced property are required and shall be located at intervals or ______feet along an approved road in accordance with Baltimore County Standards as published by the Department of Public Nurks.
- () 2. A second means of vehicle access is required for the site.
- () 3. The vehicle dead end condition shown at _____

EXCEEDS the maximum allowed by the Pire Department.

- () 4. The site shall be made to comply with all applicable parts of the Fire Prevention Code prior to occupancy or beginning of operation.
- () 5. The buildings and structures existing or proposed on the site shall comply with all applicable requirements of the National Pire Protection Association Standard No. 101 "Life Safety Code", 1974 Edition prior to occupancy.
- () 6. Site plans are approved, as drawn.
- () 7. The Fire Prevention Bureau has no comments, at this time

Planking Group

Planking Group

Planking Group

Planking Group

Special Inspection Division

Noted and Leonge M Wegendy

Fire Prevention Buzero

/mb Beltimore County has no jurisdiction, State Fire Marshall shall comment.

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PETITION FOR SPECIAL HEARING

9th Election District

ZONING:

Petition for Special Hearing

LOCATION:

South side of Towsontown Boulevard and Burke Road and

the West side of York Road

DATE & TIME: Friday, April 20, 1984 at 10:00 A.M.

PUBLIC HEARING: Room 106, County Office Building, 111 W. Chesapeake

Avenue, Towson, Maryland

The Zoning Commissioner of Baltimore County, by authority with Evening Act and Regulations of Baltimore County, will hold a public hearing:

Petition for Special Hearing under Section 500, 7 of the Baltimore County Zening Regulations, to determine whether or not the Zoning Commissioner and/or Deputy Zoning Commissioner should approve a beauty shop at Towson State University as a customarily, incidental and accessory public use of the University, to meet the needs of the student population and not in conflict with Section 103, 2 of the Baltimore County Zoning Regulations

Being the property of State of Maryland, for use of Board of Trustees of the State Universities and Colleges, as shown on plat plan filed with the Zoning Department.

In the event that this Petition is granted, a building permit may be issued within the thirty (30) day appeal period. The Zoning Commissioner will, however, entertain any request for a stay of the issuance of said permit during this period for good cause shows. Such request must be received in writing by the date of the hearing set above or made at the hearing.

BY ORDER OF ARNOLD JAP LON ZONING COMMISSIONER OF BALTIMORE COUNTY

BALTIMORE COUNTY, MARYLAND

INTER-OFFICE CORRESPONDENCE

PROM. A. E. Burchen, Chief. Building Plans Review C'2.13

SUBJECT .. Roning Advisory Committee Meeting Eated March 27, 1984

(Item #251 - Theze were no plane.)

Item #240 Standard Comments Item #21 Standard Comments Item #212 See Cor ente Item #243 Standard C. aments Itom #2114 See Commente Item #245 State Property - State Use - Not covered by Building Code. Item #246 See Comments Item #247 Hee Comments Item #248 See C. R. G. Comments dated March 1, 1984. (Copy attached) Item #349 Item #250 Item #193 (revised) Sec Comments Item #38 (revised)

C. E. B./W

ED:bk -19-84

LORD B. HOW

FITITION FOR SPECIAL HEARING # BEFORE THE ZONING CONSTISSIONER
TOWSON STATE UNIVERSITY * OF BALTIMORE COUNTY
TOWSON, MARYLAND * Case Number: 34-27;-SPI:

MEMORANDIA

* * * * * * *

This matter comes before the Zoning Commissioner upon the Petition for Special Hearing filed by the State of Maryland for the use of Trustees of the State Universities and Colleges.

Towson State University, located in Baltimore County, Maryland, wishes to establish a beauty salon and barber shop on its campus for the purpose of providing this amenity to its student body on campus. The beauty salon is to be located on the ground floor of the University Union, a building encompassing various and sundry student activities and amenities. The salon will be located specifically on the ground floor, off the Activity's Room. There will be no exterior exposure, signs, nor is it located on any sublic street or highway.

Towson State University now has 3,000 resident students and a full-time enrollment of 10,200 students. It also has hundreds of faculty and staff.

Needless to say, it is a State of Maryland owned and operated University.

Since the State of Maryland employment classification system, (Merit System) has no classification of a cosmetologist, the University decided to contract with a licensed normetologist, (Kraemer). The operation of a beauty salon necessitates a i cosmetologist and owner. Ms. Bonnie Kraemer, licensed cosmetologist, alone with Carren DiSabatine, co-owner, have successfully contracted with TSU to operate the beauty salon and Samber shop.

Upon applying to Baltimore County for approval, DiSabatino and Kraemer were informed that approval could not be given by the Zoning Commissioner's Office for Baltimore County because a beauty salon and/or barber shop is presidential zones only. Towson State University is located in a residential zone.

THE TANKS

RE: PETITION FOR SPECIAL HEARING : BEFORE THE ZOWING COMMISSIONER
S/S of Towsontown Blvd. &
Burke Rd. & W/S of York Rd., : OF BALTIMORE COUNTY
9th District

SYATE OF MARYLAND, FOR USE Case No. 84-271-3PH
OF TRUSTEES OF THE STATE :
UNIVERSITIES AND COLLEGES.

ENTRY OF APPEARANCE

Petitioner

Please enter the appearance of the People's Sounse) in the showecaptioned matter. Notices chould be sent of any hearing Gates or other proceedings in this matter and of the passage of any preliminary or rival Order.

> Phyllis Colo Friedman People's Counsel for Bultimore County

Pecer Max Zimanrman Deputy People's Counsel Boom 223, Court House Towson, MD 21204 494-2188

I HEREBY CERTIFY that on this 4th day of April, 1984, a copy of the foregoing Entry of Appearance was mailed to S. Eric DiSenna, Esquire, 406 W. Pennsylvania Ave., Towson, MD 21204, Attorney for Setitioner; and Carmen DiSabatino and Bonnie Kramer, 416 York Rd., Towson, MD 21204, Contract Operator.

Phyllis Cole Priedman

The student union, as well as dormitories and other facilities on the campus of Towson State University, are required by State Budget Standards to be self supporting. Other activities, including but not limited to, retail book and other amenities store, recreation room, bowling alley, restaurant, post office, bank, etc. as well as the beauty salor, serves the University community and is therefore in furtherance of the University's duties and responsibilities. They must be self sustaining.

It is the intention of the University to provide an environment which cumpliments the students' educational experiences. It provides the aforementioned activities and amenities for its own "community".

Other colleges and universiti/s have provided beauty salons as an amanity to 2ts students. They include, but one not limited to, the University of Georgia, Indiana University, Wichita State University, Florida State University, The University of Florida, California State University at Long Beach, California, West Virginia University, LaSalle College, Villa Nova University and Duke University.

It appears that the question before the Zoning Commissioner is as follows: Does the operation of a beauty salon and barber shop, by a non-employee of the Towson State University and/or State of Maryland, but under contract with the University, establish for the needs and convenience of the University students, constitute a public use and therefore not subject to the Balrimore County Zoning Regulations?

Section 103.2 of the Baltimorn County Zoning Regulations states:

"Men any public upe ceases or when titls of unzoned public long passes into private ownership, public land or buildings small not be used for private purposes until they shall have been zoned in

conformance with these regulations."

In order for A heauty salon to be established, the Roard of Cosmetology requires that all applications require the following:

"All applications for an owners or owners' managers' license shall be submitted with proper zoning certification or other written authorization from the appropriate agency of the political subdivision in which the premises are to be located."

Board of Cosmetology - COMAR Regulations, Section 09,22,01,040

-2-

This requirement was the reason why Kraemer and DiSabatino applied to Baltimore County.

The Maryland Court of Special Appeals, in Youngstown Cartage Company V. North Point Peninsula Community, 24 MD. App. 624 (1975), reached a conclusion that when the State leases or renta land to private persons or concerns for private use, the land is subject to local zoning ordinances or regulations so long as it is leased or rented. In this case, the State Highway administration had acquired a tract of land for road improvement. It did Not use this land for same but leased it to a trucking company for the use of a truck terminal. The Court concluded that this land was subject to the Baltimore County Zoning Regulations because no public use was made of it. In essence, the State was leasing land to private industry for private nurposes. The use of that land by a trucking facility was for a proprietary purpose.

The case of City of Baltimore v. State Department of Health and Mental Hygiene, 38 MD. App. 570 (1978), is more instructive, considering the facts now before the Commissioner. Where the Court agreed with Youngstown in its conclusion and based on the facts that existed in Youngstown, City of Waltimore presented a scightly different set of facts. In the City of Baltimore, the State of Maryland, through one of its departments, purchased a property and then resited he property to a private organization, the Comp Fire Girls Council of the Chesapeake, Incorporated, for their use of the property, or the establishment of a home for young girls, who are determined to be "children in need of supervision".

The Department of Juvenile Services, was charged with developing programs for the predelinquent child whose behavior tends to lead to contact with Law Enforcement Agencies. Maryland Annotated Code Article 52A, Section 5. The DJS was charged with this responsibility and in exercising this responsibility, leased this property to the Camp Fire Girls to effect the program. The Court concluded that this function was a public use, and that though the property was owned by the Department of Juvenile Services (State)

utilized by a private concern, the property was not subject to the jurisdiction of the Board of Municipal and Zoning Appeals of Ealtimore City.

Though City of Baltimore falls on all fours of the facts before the Commissioner, it goe one step further. Kraemer and DiSabatino are not leasing space but are under contract to perform these services within guidelines and 'uses dictated by the University.

The other uses located at the University such as the recreation room, book store, etc., are simply for the use of the "community" and generally by the gaidelines and rules of the University.

As the Commissioner is well aware, the underlying police power of the State is to protect the health, safety and general welfare, and zoning regulations as adopted, are aised at achieving that conclusion.

The establishment of such a beauty salon, on the campus of the Townon State University, will allow the students to obtain the amenities necessary for good hysiene and for other purposes, without exiting the University property, onto the public roads and highways of Caltimore County, 3-1- would alleviate additional traffic upon the streets, create a community type living, and would in fact protect the health, safety and general welfare of the community.

For the above reasons, it is respectfully requested that the Zoning Commissioner for Baltimore County, pursuant to the requirement of the Board of Cosmetology, approve the beauty salon and barber shop on the Towton State University campus declaring it is not subject to the Baltimore County Zoning Regulations but is, in fact, a public use pursuant to Section 103.2.

> S. ERIC DINENNA, P.A. 406 West Pennsylvania Avenue Towson, Maryland 21204 (301) 825-1630

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BALTIMORE COUNTY BOXXNG.

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STAIRMAY TO HAIR HEEDS YOUR SUFFORT TO OPEN SALON AT T.S. F. FOR BALTINORS COUPTY ZONING.

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624 Bridgeran Tenuce Junior 214-60-7885 910 Novelson Rel AND Back Sover 24.52-4999 anne M. Cahley P.O. ECX 2621 TSU, TOUSON TO Freshman 579-04-738 Rhonde Winter P.O. Box 2130 T.S.U. Town, Md. 3406-823-815 Karen M Oldfold 1102 Andwer Rd Buto Md Sem 889-2509 Susanne M Greene 844 Upper Glerica Rd. 18 Junio: 472-2858 South 321-7384 2 204 A Gurden Rd Deruer 825-483 1309 Malvern ave. 48 Darin Ct. Timones 252-6839 Kalend Simpson Bex 537 750 Town, mil Syphonous 044-96-0999 Ber 1830 TSU Towson, Inp So, homer 219-86-818 BOXLIST TSU TOWER, MD Sophomore 219-42-6501 January Cloueton Boy 450 TSU Sonom D Stenior 579-74-1716 Bush William Frehman Trashera Commercial Mendyhopperlager 1716 Glerketh Blud Soph Vancosa your 9922 Lyon Mill Ret Soph Janue Den Box 1175 TSU Town, Md Server B1490-8872

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Mrs. Eunice Alper March 2, 1984 Page 2

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to this.

resident students and a full time enrollment of 10,280 students, not to mention its faculty and administrative staff. The university has contracted with Mr. DiSabatino for the operation of a hair salon in its student union as an amenity of this community environment. Significantly, the student union, dormitories, and several other facilities on the campus are required by State budget siandards to be self-supporting. Operation of a hair selon and other essentially retail activities to serve the university community is thus in furtherence of the university's duties. (See the enclosed letter to me from Terrence C. Smith, Assistant Vice President for Towson State's Auxiliery Enterprises).

Repeated formal opinions the Attorney General have determined that State agencies are immune from county zoning and licens ng requirements. 19 Op.AG. 466 (1934), (Baltimore County building permit not required for work on State buildings,; 23 Op.A.G. 400 (1938), (Baltimore County plumbing code inapplicable to State institutions); 35 Op.A.G. 273 (1950), (State property not subject to county zoning ordinance); 36 Op.A.G. 221 (1951), (County electrical node inapplicable to State buildings); 46 Op.A.G. 156 (1961), (Anne Arundel County plumbing permit not required for construction of State building); 51 Op.A.G. 85 (1966); (Baltimore County licensed electricians need not be employed by State agency); 62 Op.A.G. 45 (1977), (City of Salisbury zoning requirements inapplicable on State land leased to Wicomico County); 62 Op.A.G. 941 (1977), (Baltimore City zoning code inapplicable to property owned or leased by the State). The basis for these opinions has been (1) that it is improper for county government to use licensing and zoning stoodsrds to increase the cost of operating State government. and, more fundamentally, (2) that State soversignty precludes application of local ordinances and rogulations to property owned by, or programs undertaken by, the State or a State agency.

These opinions are supported by judicial rulings. Fontein v.

Ravenek, 58 U.S. 369 (1854); United States v. Thompson, 98 U.S.

186 (1378); Mayor and City Council of Baltimore v. Maryland, 281

Md. 217 (1977); City of Baltimore v. State Department of Health

and Mental Hygiene, 38 Md. App. 570 (1978).

Baltimore County's Zoning Commissioner has indicated that the county may not grant Mr. DiSabatino a permit to operate a hair salon on the Towson State campus because the salon will be a proprietary, rather than State, function, and such a function cannot be operated in the residential zone in which the campus is located. We strongly disagree with the position.

It is the State, not the county, that determines what is a function of a State agency. Reyand this, academic institutions have long been recognized to have particularly broad discretion

BALTINORE COUNTY SONING.

NAME	ADQUESTS	CLASS	8.8. NO.
Hugory & Party	3784 Channel Ca	Series	214-84-5950
Pedice Wo		Senior	295-72-8026
Christopher J. Wood	highway Tuester Had 21364	Suphymuse	219-92-2912
With lade	Bax 2653	Saph	2/888-9727
Dalle		Services	220-48-3323
marie & Telix	BOXITS T.S.U.	Greekman	216-92-2854
Caudi Hall	Box 074	Fluxion 754.	Sp. 229-10 1965
Dale Ro	y BOX 1389 TS4	FRESHHAN	559-39-3530

STATHWAY TO HAIR NEEDS YOUR SUPPORT TO OPEN SALON AT T.S. U. FOR HEATIMORE COUNTY ZOWING.

NAME	ADDRESS	CLASS	S.S. NO.		
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Jayme Ullan 3	308 Lencoln and Suth		B		
Btime	150 000 to per				
Debbe Winan		Seph	213-90-7589		
Bill Matte	c 1303 Limit A	ue.	216-56-6763		

Towson State University heir salon Dear Mrs. Alper:

501 2t. Paul Place

Mrs. Eunice Alger Executive Director

State Board of Cosmetologists

Baltimore, Maryland 21202

Department of Licensing and Regulation

LEPSON MARKEN

CALL! STRAIN

This letter is written to confirm the position of this office and my client, Towson State University, regarding the anticipated application of Carmen DiSabatino, doing business as Stairway to Hair, for a license to operate a beauty salon in the University Union on Towson State's cumpus.

Re: Carmen DiSabatino d/b/a/ Stairway to Hair;

OFFICE OF THE ATTORNEY CENTRAL

EDUCATIONAL AFFAIRS DIVISION

Munsey Building

Seven North Calvert Street

Baltimore, Maryland 21202

(301) 576-6450

March 2, 1984

The position expressed here is stated in cognizance of COMAR 09.22.01.04D, which provides in pertinent part:

> "All applications for an owner's or ownermanager's [besuty salon] license shall be submitted with proper zoning certification or other written authorization from the appropriate agency of the political subdivision in which the premises are to be located."

Towson State University is located in Baltimore County, but it is our position that the county's zoning regulations cannot control the conduct of a service obtained through contract by a State agency in furtherance of the agency's purposes. Towson State University provides a community setting for up to 2,922

IN RE: PETITION SPECIAL HEADING

State of Miryland.

District

S/S of Towsontown Roulevard

and Burke Road and the W/S

of York Road - 9th Election

Petitioner *

use is exempt from Baltimore County coming ordinances.

and land appraiser. There were no Protestants.

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FINDINGS OF FACT AND CONCLUSIONS OF LAW

State university, requests permission to establish a hair salon or its campus,

located within a residential zone. The issue presented is whether the proposed

mer. t/a Stairway to Hair, appeared and was represented by Counsel. Also ap-

pearing and testifying were Terrence C. Smith and Donald N. McCulloh, Vice Presi-

dents for Business and Finance of Towson State, and Frederick Klaus, a realtor

students, faculty, and staff on campus, most of which are located within the stu-

Testimony indicated that Towson State offers many auxiliary services for its

union building. All are required by law to be self-sufficient, with no tax-

funds used for support. In fact, the total budget for these services this

year is \$15,000,000. Although Towson State originally planned a hair sa-

It was not included when the student un on opened in 1972 due to a lack of

nierst at the time. The idea was resurrected in 1978, but there was no vendor

terprese and, therefore, it was necessary to solicit outside private vendors.

et. The State has no licensed cosmetologist capable of running such an en-

The Patitioner herein, Towson State University (Towson State), a public

The Petitioner, by its Contract Operators, Jarmen DiSabatino and Bonnie Kra-

in formulating and defining the components of their programs. Thus it is inappropriete for a division of county government to determine what is or is not an appropriate component of the program of a State educational institution. In fact, we do not consede that the county has any authority to zone the Towers State University campus.

It is worth noting that the decision in Youngstown Cartage Co. v. North Point Peninsula Community, 24 Md. App. 674 (1975) has no hearing on the instant case. There, the State Highway Administration had acquired a tract of land for eventual use in a highway program. Because the State had no immediate use for the property, it leased the entire tract to Youngstown Cartage Co. for use as a trucking terminal, and was so used. The land was held to be subject to Baltimore county zoning because no public use was being made of it. It cannot be said, however, that the Towson State student union hair salon will not he devoted to public use, given the State's goal of providing an auxiliary service in a contained setting in its student union serving the university community. The trucking terminal in Youngstown was in no way integrated into any State program. Mr. Disabatino's hair salon, on the other hand, will be an integral component of the student union program.

Much more instructive is the case of City of Baltimore v. State Department of Monital and Mental Hygiene, supra. There, a State agency leased property it owned to a private organization for the purpose of that organization's operation of a home for children in need of supervision in furtherance of one of the State agency's programs. The Court of Special Appeals distinguished this situation from the Youngstown case and held that Baltimore City was without jurisdiction to use its moning authority to interfere with the private organization's activities in furtherance of the State agency's purpose. Similarly, at Towson State, because provision of a hair salon to the university community is reasonably within the institution's purpose of providing auxiliary service to enhance its compus community environment, Baltimare County is without jurisdiction to use its zoning authority to control the operation of such a hair salon.

In sum, it is our position that because Baltimore County has no authority to regulate the use of State property in this instance, the provision of COMAR 09.22.01.04D dealing with soning certification or authorization from the appropriate agency of the political subdivision in which the premises are to be located her no bearing on Mr. Disabetino's application. Zoning approval from Baltimore County should not, in our view, be prerequisite to your Board's issuance of a license to operate a beauty salon in the

BEFORE THE

ZONING COMMISSIONER

OF BALTIMORE COUNTY

Case No. 84-271-SPH

Mrs. Eunice Alper March 2, 1984 Page 4

University Union on the Towson State University campus serving the community of that institution.

> Very traly yours, Peter W. Talicferro Assistant Attorney Ceneral Counsel to Towson State University

PWT:kihb

Enclosure

cc: John C. Ccaper, III, Esquire Malcolm F. Spicer, Jr., Ecquire 3. Erie DiNenna, Esquire Mr. Donal N. McCulloh Mr. Terrence C. Smith

interested and wendors were willing. Subsequently, Towson State put out specifications for bid for the establishment of a hair salon. See Petitioner's Exhibit 3. Two bids were received and its Contract Operators were awarded the contract.

The proposed hair saion would be an auxiliary service for students, faculty, and staff. The contract entered into by and between Towson State and the Contract Operators provides that part of the earnings be given to Towson State. In addition, there would be no outside advertising, i.e., signs displayed. The only advertising would be by student newspaper. The moneys received and given to Towson State, as determined by Paragraph 3 of the contract (see Petitioner's Exhibit 2), would be used to offset student feex. Other colleges and universities around the County have hair salons on campus. The University of Maryland at College Park had a hair salon at one time, but it no longer exists.

Towson State had 800 resident students in '972; there were 3,000 in 1983. Presently, 10,200 students attend Towson State.

Mr. Klaus testified that he did a study of the proposed use and its impact on the general neighborhood. His conclusion was that it would not in any way compete or conflict with off-campus hair salons and that there is a definite need for such a service on campus. He concluded by agreeing with Mr. Smith that the proposed use complements both students and faculty and would be an amenity for on State.

The Petitioner seeks relief pursuant to Section 500.7 of the Baltimore Counoning Regulations (BCZR) to have the proposed use declared exempt from local g reguirements.

It is clear that the land and buildings here are owned by the State of Maryand (State) for use by students at Towson State. The question is whether the YOWSON STATE UNIVERSITY TOWSON, MARYLAND, 21204

Assistant Vice President Auriliary Enterprises

Talephone (301)321-2364

February 22, 1984

Mr. Peter W. Taliaferro Ausistan's Attorney General Educational Affairs Division Office of the Attorney General Seven North Calvert Street Baltimore, Maryland 21202

Dear Pete:

: am writing to address the denial of a soning approval for Stairway to Heir (Cermen Sabetino) to operate a hair salon within the University Union. It appears that a misunderstanding exists in the incorporatetion of the Sallimore County soning laws and how they apply to this retail operation in the Univer-

To clarify the intent of opening a heir selon, it is necessary to define Auxiliary Enterprises, and specifically, the University Union. Auxiliary Enterprises is a self-supporting opera-tion supported by student fees, commissions, and rentels. This program is comprised of a contractual food service operation for resident diming and daily cash operations, the residence housing program, the University bookstore (a retail sales operation), and the University Union. Zach of these areas functions to meet the educational mission of the University by supplementing the students' academic curriculum through supportive and innovative

A major wehicle in achieving this goel is the University Union operation which brings forth the current issue of obtaining soning approval to operate a hair salon within the Union building. The Baltimore County soning office has determined that a hair salon is not an appropriate commercial business to be located on the University campus.

The University Union can be typified as a community within the University. It is the hub of activity at the University and serves as a dining facility, lounge area, retail outlet for textbooks and supplies, and a cocreation area. In summary, it is a self-sufficient operation which strives to serve and meet the needs of the students, seculty and staff. At the current

and Stairway to Hair (a rose by any other name is still a rose) changes the general rule that local zoning regulations have no application for the reason that the State and its agencies are not bound by local zoning codes in the absence of clear indication to the contrary in the zoning enabling legislation. Mayor &

City Council of Baltimore v. State, 281 Md. 7:17 (1977).

It is the ultimate use and purpose to which the property will be put which is determinative of the question of the application of zoning regulations. The Youngstown Cartage Co. v. North Point Peninsula Community Co-Ordinating Council. 24 Md. App. 624 (1975). In Balto. . State Dept. of Health & Mental Hygiene, 38 Md. App. 570 (1978), the Court held that State owned property leased to a private corporation to operate a home for children in need of supervision (CINS) was not subject to City zoning regulations for the reason that the operation of the group home for CINS children was a public use notwithstanding that some private enterprise may also benefit. In fact, the Petitioner argues that the hair salon will be devoted to a public use given the State's goal of providing an auxiliary pervice in a contained setting in its student union to serve the Towson State community. I agree.

Based on the evidence and testimony presented and on the facts of this particular case, the proposed use is not subject to the BCZR.

> interest of the public, or where the use proposed by the private concern on the public property was a use mandated by the legislature of the State of Maryland.

e v. State Dept. of Health, supra.

The lease arrangement here does not alter the public use proposed. Based on specific set of fircumstances prescated here, the hair salon would be govot proprietary, and would not require the application of

Mr. Peter W. Mailaferro Pedrucry 22, 1984

time, the following retail operations exist within the Union. each requiring a permit:

1) Eowling Lanes

2; Billiards

3) Video Cames 4) Candy & Tobacco Shop

5) Bookstore 6) Ogden Vending

7) Servenation Corporation (food services) The first five operations are managed directly by the University. Ogden Foods and Servonation are private commercial companies which utilize spare on the campus and operate a retail business. The concept of operating a hair salon within the University Union is identical to the contractual arrangements we currently have with the Servomation Corporation. The University provides space

the campus community with a percentage of the gross income being collected by the University. The proposed heir salon is intended as a service to the campus community. With a full-time enrollment of 10,200 and 5 recent increase in our rusidential housing to 2,922 resident spaces, it is necessary to provide an environment which complements the students' educational experience. The hair salon would by no meens conflict or strive to compete with surrounding businesses or infringe upon residential areas or create traffic or parking problems since the services of the facility would be directed to the campus community.

to Servometion and, in turn, the vendor provides a service to

It should be noted that a few years ago Union Trunk opened a branch bank in the University Union. It is no longer in opera-tion, but First National Bank now has an automatic teller machine located at the Union. Weither of these cormercial operations met with any difficulty in obtaining a zoning permit.

It can be concluded, efter considering the retail operations which are now in existence on the Towson State campus, and specifically, within the University Union, that the Oscision to deny a soning permit seems to be discriminatory and contradictory to past zoning approvals. Therefore, I respectfully request that your office contact the Beltimore County zoning office and investigate the reasons for the permit denial.

Should you have any questions, feel free to give me a call.

Sincerely, Terrence C. Smith

cc: Donald M. McCullob

Dept. of Pealth, supra, as a use for the benefit of the sublic generally. In light of this broad definition, the exemption of a government agency. Towson State, charged with a specific governmental purpose may extend to lands which are used for purposes other than their principal use an "ing as thise other uses are reasonably accessorial or incidental to the main purpose. 1014 CJS, "Zoning & Land Planning", Section 108, "Governmental Bodies", p. 393. In managing and controlling the property and assets of Towson State, including its student union, the Petitioner is acting pursuant to its governmental duty to provide educational opportunity for the well-being of the community. See 101A CJS, 11, p 390.

Pursuant to the advertisement, posting of the property, and public hearing on this Petition held, and for the reasons given above, the relief prayed for should be granted.

Therefore, IT IS ORDEREY by the Zoning Commissioner of Baltimore County, day of April, 1984, that the relief prayed for to entablish a hair salow on the Towson State University campus, located within a residential zone, be and is hereby GMANTED, from and after the date of this Order, subject to the following:

> The permit to operate a hair saion on the Towson State University campus may be applied for.

The dea was considered orce again in 1983, and it was found that students were



Josson. Maryland 21204

301-425-1630 301-296-6527 I/a # 295

Arnold Jablon, Zoning Commissioner

Office of Planning and Zoning County Office Building Towson, Maryland 31204

RE: Beauty Salon - Towson State University

Dear Mr. Jablon:

I have this date filed the Petition for Special Hearing with reference to the above-captioned matter.

March 12, 1984

In our previous discussions, you indicated that you would attempt to have an emergency hearing on this matter and I would respectfully request that an emergency hearing be scheduled immediately and request that your staff contact no to set a date as soon as possible.

I appreciate your cooperation in this matter. I remain

cc: Mr. Carmen DiSarating Ms. Bonnie ". amer

CONTROL STATE OF THE PARTY OF T

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CATE OF PUBLICATION

Towson, Md. _____

THIS IS TO CERTIFY, that the annexed advertisement was published in the TOWSON TIMES, a weekly newspaper distributed in Towson, Baltimore County, Md., onse a week for _____ consecutive weeks, the first publication appearing on the 2874 day of merch 1984

Cost of Advertisement: \$24.00

CERTIFICATE OF PUBLICATION

THIS IS TO CERTIFY, that the annexed advertisement was published in THE JEFFERSONIAN, a weekly newspaper printed and published in Towson, Baltimore County, Md., constant 29th day of _____ Harch____

> THE JEFFERSOMAN, L. Leank Scrietten Manager.

Cost of Advertisement, \$ 22.00

April 25, 1984

5. Eric DiMenna, Esquire 406 West Pennsylvania Avenue Towson, Meryland 21204

> IN RE: Petition Special Pearing S/S of Towsontown Equievard and Burke Soad and the W/s of York Road - 9th Election District State of Maryland, Petitioner Case No. 84-271-3PH

Dear Hr. DiKennas

I have this date pensed my Order in the shove-refurenced matter in accordance with the at mached.

zoning Co missioner

AJ/--1 Attachments

10.0

cc: People's Counse

DALTIMORE COUNTY
OFFICE OF PLANNING & ZONING
TOWSON, MARYLAND 21204
494-3353

ARNOLD JABLON ZONING COMMISSIONER

April 3, 1984

S. Eric DiMenna, Bequire 406 W. Pennsylvania Avenue Towson, Maryland 21204

Re: Petition for Special Hearing 8/8 of Towsentown Blvd. & Burke Rd. and W/S of York Road State of Maryland (Towson St.U) Case No. 84-271-11PH

Dear Mr. DiNessa:

This is to advise you that sel no is due for advertising and posting of the above property.

This fee must be paid and our rining sign and post returned on the day of the hearing before an Order is issued. Do not remove sign artil day of hearing.

Please make the check payable to Baltimore County, Maryland, and remit to Mrs. Arlene January, Zoning Office, Room 113, County Office Building, Towson, Maryland 21204, before the hearing.

Sincerely,

		ON THE REAL PROPERTY.
BALTHAOR	E COUNTY	MARYLAND .
Carlotte and the second		WERNA DANGER
CONTRACT TO THE PARTY OF THE PA		THE RESERVE OF THE PROPERTY OF
ALICE LA	MAY CU	H RECEIPT
E 88 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1		== (\(\) (\(\) (\) (\(\) = \(\) (\) (\(\) = \(\) (\)

₱ 130246

PLOJABLON Commissioner

Statement to Heir, Inc. c/o Mr. Dilleges Advertigles & Postos Care 894-271-824 (St. of Md. - Townes State U.)

8 1722-000007BBBB 8236A

VALIDATION OR SIGNATURE OF CASSIER

Merch 1984

5. Este DiNosna, Esquire 406 West Pennsylvania /ivenue Towson, Maryland 21214

> NOTICE OF HEARING Res Petition for Special Hearing S/S of Towestown Blvd. & Burke Rd. and W/S of York Road State of Maryland (Towson State University) Case No. 84-271-89H

TIME:	10:00 A.M.
DATE:	Friday, April 20, 1984
PLACE	Score 106, County Office Building, 171 West Chesapeak
	Avenue, Towson, Maryland

BALTIMORE COUNTY, MARYLAND OFFICE OF FINANCE - REVENUE DIVISION MISCELLANEOUS CASH RECEIPT	1
DATE 3/13/84 ACCOUNT 01-615-000	
# 100.00	
FILE For F. I) Wayne # 245	
(CA). 8 087*****1008010 8)38A	
VALIDATION OR SIGNATURE OF CASE 43	

SPECIFICATIONS COVERING THE ESPAIN IS DEED!

I. Scope

Establish a full-service hair salon in Room 109 of the Towson State University Union Muilding. The neir selon operation is to be designed and targeted towards the University student and faculty/staff populations.

II. Term of Contract

The term of the contract shall be from March 1, 1984 through May 35, 1987. Either party to the contract may terminate the contract without cause on May 31, 1985 or May 31, 1986.

III. The Univeristy Will Provide

The University will provide Room 109 of the University Union. This is the room shown you on Jamuary 6, 1985 at the mandatory pre-bid meeting. As explained at the meeting the University will equip the room with two hot and cold water lines. All other improvements to the room as well as returning the room to its original condition at the completion or termination of the contract (whichever occurs first) is the total responsibility of the contractor.

Contractor Include IV. Responsibilit

- 3. The hair . must provide hair cutting, styling, sharpoos, perus, hair coloring and manicures tor both men god women. The cost of (hese service bust be competitive with existing prices now available in area shops. The initial costs for basic shaspoo, cut and styling for the seriod March 1, 1984 through December 31, 1984 may not exceed \$12.00 for women and \$10.00 for men. Throughout the duration of the contracts, Towson State University students both male and female are to be entitled to a \$2.00 discount on the following services: shampoo, cut and blow dry, perms, and hair celoring.
- 2. The contractor is totally responsible for making all mecassary improvements to Rose 109 of the University Union including lighting, tile floor, glass entreacy door, fintures, all plumbing, all elec-tric work, decor, etc. A detailed plan obswing the initial improvements to be made in order to got the hair calon operational most be approved by the Director of Auxiliary Enterprise Contracts. At the completion or termination of the contract, whichever occurs first, the contractor is totally consensible for returning Rose 109 of the University Union to its empet original condition. This will include removing all fintures which were added by the contractor, corpoting the floor with corpor compatable to that which was in the ross originally, repairing may helps or other demage does to the walls and ceiling, atc.

9. The concrector must operate the full-service hair salon year round on a schedule appr ved by the Director of Auxiliary Enterprise Contracts. The only exceptions are times when the University Union building itself is closed. The bair salon is to be operative and provide full services even during "slow" periods such as the January minimescer and the summer school months.

PETITION MAPPING PROGRESS SHEET

FUNCTION

Descriptions checked and

Petition number added to

Denied

Reviewed by: \\C\

Iten # 2 45

outline plotted on map

outline

Granted by

ZC, BA, CC, CA

Previous case:

Wall Map Original Duplicate Tracing 200 Sheet date by date by date by

Revised Plans

Map #_3 €

MITTERIE OF PESTERS

Petited for Belled yearing

Location of property 2/2 Tourset towns Blend , & Buch 1d

interestion of accept intervention of eyout & hunde Sifering

Change in outline or description ____Yes

84-271-5/11

4. The successful bidder must begin operation of the salon within thirty (30) days of award of contract.

5. Permits, Laws, Taxes and Regulations

The contractor shall procure all permits and licenses, pay all applicable charges, taxes and fees, and give all notices necessary and incidental to the due and lawful prosecution of the work. All costs thereof shall be the total responsibility of the contractor.

6. Insurance

The contractor shall, at his own expense, procure and maintain during the entire performance period of the contract insurance of at least the level set forth below in the minimum amount specified herein or in writing by the Procurement Officer.

- A. Morkmen's Compensation Insurance in accordance with Maryland Statutes.
- B. Public Liability Insurance covering comprehensive bases including contingent limbility in amounts not less than \$250,000 per person and \$1,000,000 per occurrence for bodily injury and for property damage.
- C. Ocner's Protective Liability Insurance issued in the name of the University is assounts as indicated in B above. Not withstanding the requirement of the contractor to furnish cortificates of insurance evidencing insurance coverage, the contractor shall furnish a policy of Owner's Protective Liability Insurance as set forth herein. This policy must be endorsed to indicate that any premium whether deposit or final will be the sole obligation of the contractor.

The public liability insurance coverage as required in paragraph B above shall include those classifications as listed in Standard Liebility Insurance Manuele which are applicable to the operations of the contractor in the performance of this contract.

All insurance policies required above shall be issued in companies authorized to do business under the laws of the State of Maryland with the following qualifications as to management and financial

The company must be rated so less than "A" as to management and no less then "AAA" as to strougth by the latest edition of Bost's Insurance Guide published by Alfred M. Bost Co., Inc.

The contractor shall furnish settificates of insurance to Towson State University prior to communing any operations under the contractor tract which settificates shall clearly indicate that the contractor has obtained insurance in the type, amount and classifications as required for strict compliance with this article. The soid certificates must provide that in the event of any material change is or cancellation of the policies reflecting the required coverage Towson State University will be given thirty (30) days advance notice thereof.

Compliance with the foregoing requirements as to the carrying of insurance shall not relieve the contractor from his liability under any other portion of this contract.

7. Indemnification and Hold Harmless

The contractor shall indemnify and defend Towson State University, its officers, employees and agents from any and all claims. liability louses and causes of action which may arise from or relate to the performance by the contractor, its employees or agents of the contractor.

This provision shall not be construed as a waiver by the University or its employees or agents of sovereign or any other immunity.

8. The contractor will pay to the University a percentage of gross sales in the form of a fixed guaranteed commission to be paid to the University per the following schedule. The commission rates listed on the schedule below are minimums. The contract will be awarded to the firm which quoies the highest fixed guaranteed commission for the entire period, March 1, 1984 through May 31, 1987.

E/ 21 200/	42 750 00 -1-1
First payment due May 31, 1984	\$2,750.00 minimum
Second payment due August 31, 1984	\$2,750.00 minimum
Third payment due November 30, 1984	\$2,750.60 minimum
Fourth payment due February 28, 1985	\$2,750.00 minimum
Fifth payment due May 31, 1985	\$4,200.00 minimum
Sixth payment due August 31, 1985	\$4,200.00 minimum
Seventh payment due November 30, 1985	\$4,200.00 minimum
Eighth payment due February 28, 1986	\$4,200.00 minimum
Ninth payment due May 31, 1986	\$4.980.00 minimum
Tent's payment due August 31, 1986	\$4,980.00 minimum
Eleventh payment due Novembor 30, 1986	\$4,980.00 minimum
Twelfth payment due February 28, 1987	\$4,980.00 minimum
Thirteenth payment due May 31, 1987	\$4,980.00 minimum

V. Method of Award

The contract will be awarded to the successful bidder who attended the mendatory pre-bid meeting at Towson State University, Administration Building, Room 130 on January 6, 1984 at 2:00 p.m. and quotes the greatest guaranteed fixed commission to the University for the period March 1, 1984 through May 31, 1987. The successful bidder must at least meet the minimums given in the payment schedule above. In the event of a tie an award will be made in accordance with COMAR 21.05.02.14 except that "low tie bids" is replaced with "high tie bids" for this type of procurement.

- 6. Non-Hiring of Employees. No employee of the State or any department, commission, agency or branch therefor whose duties as such employee include matters relating to or attending the subject matter of this contract shall, while being employed, become or be employed of the party or parties hereby contracting with the State or any department, commission, agency or branch therwor.
- 7. Civil Rights Act of 1704. Vendors and Contractors providing materials, equipment, supplies, or services to the State under this contract here—
 Lith assure the State that they are conforming to the provision of Section 7A of Article 78A of the Annotated Code of Maryland, the Civil Rights Act of 1964, and Section 202 of Executive Order 11246 of the President of the United States of America as amended by Executive Order 11375, as applicable.
- 8. Mandatory Disclosure Vendors and Contractors providing meterials, equipment, supplies or services to the State of Maryland herewith agree to comply with Article 41, \$82A of the Asmotated Code of Maryland which requires that every business that enters into convents, leases or other agreements with the State and receives in the aggregate \$100,000.00 or more during a calendar year shall, within 30 days of the time when the \$100,000.00 is reached, file with the Secretary of State a list containing the names and addresses of its resident agent, each of its officers, and any individual who is a beneficial owner of 5 percent or more of the contracting business.

9. Anti-Bribery.

(a) Vendors and Contractors are required to be aware of Article 21, §3-405 of the Annotated Code of Maryland which requires that any person convicted of bribery, attempted bribery, or conspiracy to bribe based upon acts committed after July 1, 1977, in the obtaining of a contract from the State er any of its subdivisions, shall be subject to disqualification pursuant to Article 21, §3-405 from entering into a contract with the State, or any county or other subdivision of the State, for the supply of materials, supplies, equipment, or services by the person.

Bid Price Schedule

Guaranteed Fixed Commission to the University

1,	(name), (title)
of	(comp	
guaran	nt 20 the following fixed *commissions to	o Towson State University:
	Pirat payment due May 31, 1984	5
	Second payment due August 31, 1984	5
	Third payment due November 30, 1984	\$
	Fourth payment due February 28, 1985	\$
	Fifth payment due May 31, 1985	5
	Sixth payment due August 31, 1985	5
	Seventh payment due November 36, 198	5 \$
	Eighth payment due February 28, 1986	s
	Ninth payment due May 31, 1986	2
	Tenth payment due August 31, 1986	\$
	Eleventh payment due November 30, 198	56 ş
	Twelfth payment due February 28, 1987	, s
	Thirtcenth payment due May 31, 1987	5
	Total commi sion guaranteed for the period March 1, 1984 through May 31, 1987	5

* YOU MUST AT LEAST MEET THE MINIMUMS IN VII ABOVE

- (*) By executing this Contract, the Contractor affirms under the penalties of perjury that to the best of its knowledge, neither it nor any of its officers, directors, partners or any of its employees directly or indirectly involved in obtaining contracts with the State of Maryland, or any county or other subdivision of the State has been convicted of, or have pleaded nolo contenders to a charge of bribery, attempted beidery, or conspiracy to bribe under the laws of any state or the federal government.
- (c) If this representation is not true and correct when made, the Agency may terminate this contract under the provision entitled 'Termination for Default".

10. Registration.

(a) Pursuant to \$7-201 et. seq. of the Corporations and
Associations Article of the Annotated Code of Maryland, corporations not
incorporated in the State shall be registered with the State Department of
Assessments and Taxation, 301 West Preston Street, Baltimore, Maryland 21201,
before doing any interstate or foreign business in this State. Before doing
any intrastate business in this State, a foreign corporation shall qualify
with the Department of Assessments and Taxation.

(b) If the Contractor is a corporation, the signature below on
behalf of the corporation certifies that the signer is the
whose address is
a dosestic/foreign corporation which is registered or qualified in
accordance with the Corporation and Associations Article of the Annotated Sode
of Maryland and is in grod standing and has filed all its annual reports
together with its filing fees with the Maryland State Department of
Assessments and Taxation, and that the name and address of its resident agent
filed with Maryland State Department of Assessments and Taxation is:

Neme:	CALL .			
Address:	-			
			ment of Albania	

This contract, sade as of the day of the State of Maryland (hereinbetween TOWSON STATE UNIVERSITY, an agency of the State of Maryland (hereinafter the "Agens;"), Towson, Maryland, and STAIRWAY TO HAIR (hereinafter the
"Contractor"), 416 York Road, Towson, Maryland 21204, the parties hereby agree
as follows:

- hair saior in Room 109 of the Towson State University Union Building and provide hair saion services in accordance with the Specifications Covering the Establishment of a Hair Salon at Towson State University and the Contractor's bid submitted on Quotation Request No. 421 dated January 19, 1984, all of which is incorporated herein and made a part hereof.
- Contract Term. The term of this contract shall begin on March 1, 1984 and terminate on May 31, 1987.

3. Compensation and Payment.

(a) The Contractor will pay to the Agreev 15% of gross sales each quarter or the fixed guaranteed commission as disted in the following schedule, whichever is greater:

First payment due May 31, 1984	\$2,750.00
Second peyment due August 31, 1984	2,750.00
Third payment due November 39, 1984	2,750.00
Fourth nayment due February 28, 1985	2,750.00
Fifth payment due May 31, 1985	4,250.00
Sixth payment due August 31, 1965	4,250.0
Seventh payment due November 30, 1985	4,230.00
Eighth payment due February 28, 1986	4,250.00
Ninth payment due May 31, 1986	5,000.0
Tenth payment Jue August 31, 1986	5,000.00
Eleventh payment due November 30, 1986	5,000.00
Twelfth payment due Pebruary 28, 1987	5,000.00
Thirteenth payment due May 31, 1987	5,000.0

- (b) The terms and conditions set forth in this contract take precedence in the event of any conflict between the terms stated in the contractor's bid submitted on Quotaffon Request No. 421 dated January 19, 1984.
- (c) The Contractor shall develop and maintain an itemized record of daily sales to be approved by the Agency. A copy of this record is to be given to the Agency at the end of each quarter along with the aforementioned commission payment. The Agency reserves the right to audit this record at any time during the term of the contract.
- 4. Changes. The procurement officer may at any time, by a writter order, and without notice to the suretice, make changes, within the general scope of this contract, in any one or more of the following: (f) drawings, designs, specifications, where the supplies or sorvices to be furnished are to be specially manufactured for the Agency in accordance therewith; (ii) method of shipment or packing, and (iii) place of delivery.
- 5. Conflict of Interest of Law. It is unlawful for any State officer, employee, or agent to participate personally in his official capacity through decision, approval, disapproval, recommendation, advice, or investigation in any contract or other matter in which he, his spouse, perent, minor child, brother, or sister, has a financial interest or to thich any firm, corporation, association, or other organization in which he has a financial interest or in which he is serving as an officer, director, trustee, partner, or employee, or any person or organization with whom he is negotion or has any arrangement concerning prospective employment, is a part, unless such officer, employee, or agent has previously couplied with the provisions of Article 40A, \$53-101 et seq. of the Annotated Code of Maryland.

The undersigned authorized representative of said corporation further sertifies that the corporation has paid or stand for payment of all taxes due to the State of Maryland and has filed all required returns and reports with the Comptroller of the Treasury, the State Department of Assessments and Taxation, and the Employment Security Administration and will have paid all withholding taxes due to the State of Maryland prior to final rettlement. This certification is declared and affirmed under the penalties of perjury to be true and correct.

- 11. Contingent Fees. Vendors and Contractors providing materials, supplies, equipment or services to the State herewith declare and affirm that neither the firm nor any of its representatives has employed, retained, or otherwise engaged for a commission, percentage, brokerage, contingent fee, or other consideration; agreed as an express or implied condities for obtaining this contract, to employ or retain the services of any person, partnership, corporation or other entity, or paid or agreed to pay to any person, partnership, corporation or other entity, where them a bona fide employer or agency working solely for this firm any fee, contribution, donation, or consideration of any kind in connection with the soliciting, securing, procuring, or carrying out of this contract.
- 12. EPA Compliance. Materiels, supplies, equipment, or services shall comply in all respects with the Federal Noise Act of 1972, where applicable.
- 13. Occupational Safety and Health Act (0.5.H.A.). All materials, surplies, equipment, or services supplied as a result of this contract shall comply with the applicable U.S. and Maryland Occupational Safety and Bealth Act standards.
- 14. Termination for Convenience. The State may terminate this contract, in whole or in part, without showing cause upon giving written notice to the Contractor. The State shall pay all reasonable costs associated with this contract that the Contractor has incurred up to the date of termination and all reasonable costs associated with termination of the contract. However,

- the Contractor may " : be reinjursed for any anticipatory profits which have not been earned up to the date of termination.
- 15. Termination for Default. Failure on the part of a Commenter to
 fulfill contractual obligations shall be considered just cause for termination
 of the contract and the Contractor is not entitled to recover any costs
 incorred by the Contractor up to the date of termination.
- 16. Disputes. Pending resolution of a claim, the Contractor wholl proceed diligently with the performance of the contract in accordance with the procurement officer's decision.
- made available to support continuation in any fiscal year succeeding the first fiscal year, the State shall have the right to terminate this contract and the Contractor is not encitled to recover any costs not incurred prior to terminate nation.
- 18. Patent Infringements. Contractor agrees to indemnify, protect and save harmless the State, its officers, agents and employees with respect to any claim, action, cost or judgment for patent infringement, arising out of purchase or use of materials, supplies, equipment or services covered by this
- 19. Maryland Law Prevails. The provisions of this contract chall be governed by the laws of Maryland.
- 20. Incorporation by Reference. All terms and conditions under the solicitation, if any, and any amendments thereto, are made a part of this contract.
- 21. Tax Exemption. The State is generally exempt from Federal Excise
 Taxes, Maryland Sales and Use Taxes, District of Columbia Sales Taxes and
 Vransportation Taxes. Exemption certificates shall be completed upon request.
 Where a Contractor is required to furnish and install material in the construction or improvement of real property in performance of a contract, the
 Contractor shall pay the Maryland Sales Tax and the exemption does not apply.

-1.

- 22. Specification. All materials, equipment, supplies or services shall conform to Federal and State laws and regulations and to the specifications contained herein and in the solicitation, if any.
- 23. Delivery. Delivery shall be made in accordance with the bid specifications. The State reserves the right to test any materials, equipment, supplies, or rervices delivered to determine if the specifications have been set. The materials listed in the bid shall be delivered FOB the point or points specified prior to or on the date specified in the bid. Any material that is defective or fails to meet the terms of the bid specifications shall be rejected. Rejected materials shall be promptly replaced. The State reserves the right to purchase replacement materials in the open market. Vendors failing to promptly replace exterials lawfully rejected shall be liable for any excess price paid for the replacement, plus applicable expenses, if any.
- 24. Andit and Records. The Contractor shall maintain records and documents relating to the performance of the contract and keep all such records and documents for three (3) years after the completion of the contract, and shall make such records available for inspection and audit by authorized representatives of the Agency and the State of Maryland.
- 25. Procurement Officer. The procurement officer designated for this contract is Gerald W. Smith, Director, Administrative Services; this designation may be changed at any time by the Agency by written notice to the Contractor.

26. Entire Contract. This contract represents, in its entirety, the mutual understanding of the parties. No subsequent agreements or modifications bereof, whether expressed or implied, shall bind the parties unless the sam: be in writing and signed by the parties.

			STATEMAT TO HAIR
Dates		By:	(Signature)
	-		(Typed Naze)
			(Title)
			TOWSON STATE UNIVERSITY
Date:		By:	
			Gerald W. Smith Director, Administrative Services