

PETITION FOR SPECIAL HEARING 84-271-SPH
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, to 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 filing of this Petition, and further agree to and are to be bound by the zoning regulations and restrictions 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 Petition.

Operator:
Contract Purchaser:
Carmen Disabatin
Doris Kramer
(Type or Print Name)
Signature: *Carmen Disabatin*
Address: 416 York Road
Towson, Maryland 21204
City and State:
Attorney for Petitioner:
S. Eric DiNenna
(Type or Print Name)
Signature: *S. Eric DiNenna*
Address: 406 W. Pennsylvania Avenue
Towson, Maryland 21204
City and State:
Attorney's Telephone No.: 825-1630

Legal Owner(s): State of Maryland, for use of Board of Trustees of the State Universities and Colleges
(Type or Print Name)
Signature: *John E. Speaker*
Board of Trustees of the State Universities and Colleges
(Type or Print Name)
Signature:
Address: 16 Francis Street
Annapolis, Maryland 21401
City and State:
Name, address and phone number of legal owner, contract purchaser or representative to be contacted:
S. Eric DiNenna
Name:
Address: 406 W. Pennsylvania Avenue
Towson, Maryland 21204
Phone No.: 825-1630

BY 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 Baltimore County in Room 106, County Office Building in Towson, Baltimore County, on the 20th day of April, 1984, at 10:00 o'clock A.M.

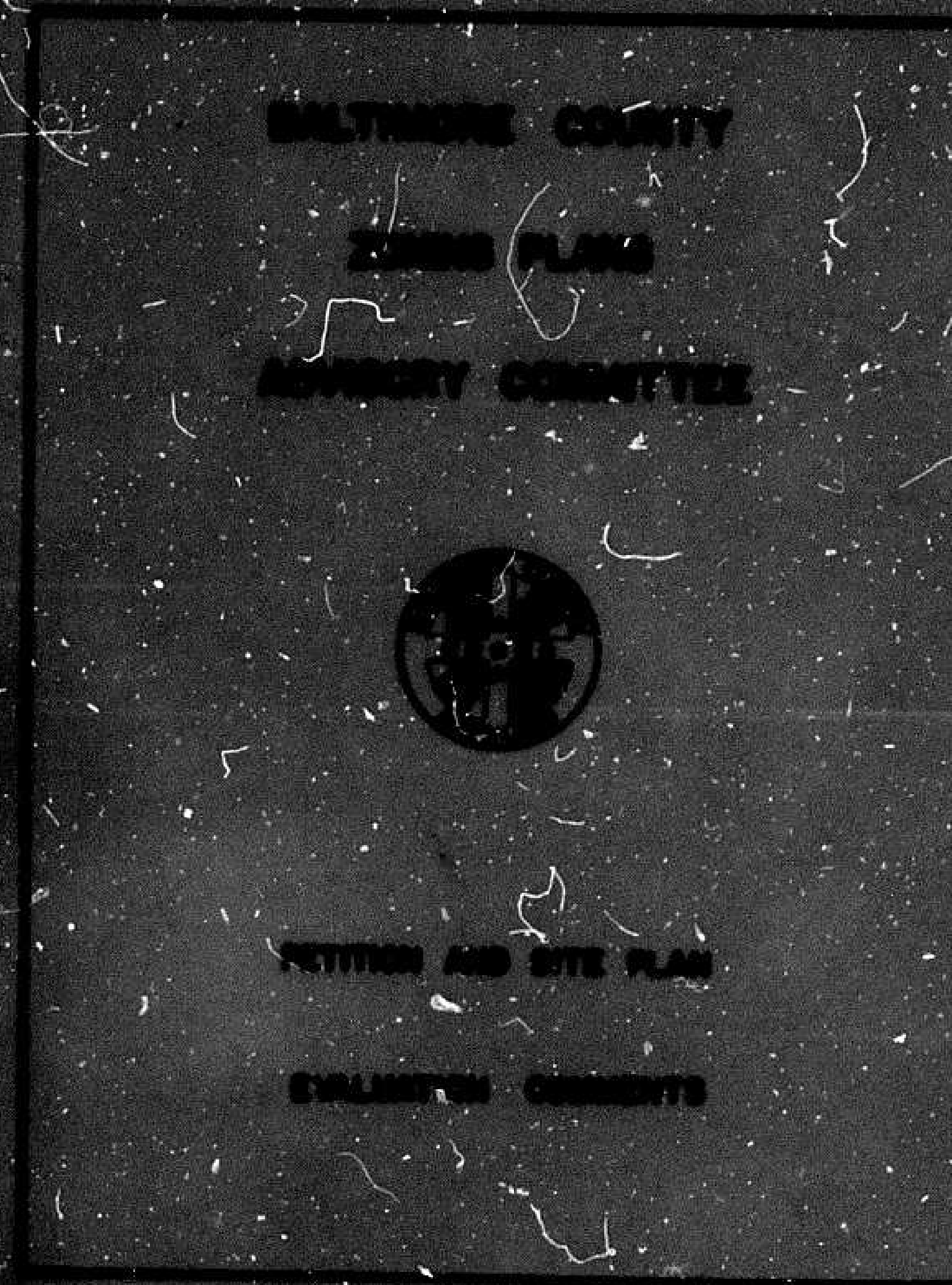
Carl J. Jablon
Zoning Commissioner of Baltimore County.

KCO-No. 1 (over)

BALTIMORE COUNTY OFFICE OF PLANNING & ZONING
County Office Building
111 W. Chesapeake Avenue
Towson, Maryland 21204

Your petition has been received and accepted for filing this 13th day of March, 1984.

Received by: *Carl J. Jablon*
Zoning Commissioner
Petitioner: *State of Maryland*
Petitioner's Attorney: *S. Eric DiNenna*
Chairman, Zoning Plans Advisory Committee



BALTIMORE COUNTY
DEPARTMENT OF PUBLIC WORKS
TOWSON, MARYLAND 21204

HARRY J. PISTEL, P.E.
DIRECTOR

April 17, 1984

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

Re: Item #245 (1983-1984)
Property Owner: State of Maryland (State Universities and Colleges)
S/S Foxsontown Blvd. and Burke Road and W/S York Road
Address: No Plats Required
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 (1983-1984).

Very truly yours,

Robert A. Norton
ROBERT A. NORTON, P.E., Chief
Bureau of Public Services

RAM:SAI:PWR:ds

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

4/20 84-271-SPH

BALTIMORE COUNTY, MARYLAND

INTER-OFFICE CORRESPONDENCE

Arnold Jablon
TO: Zoning Commissioner Date: April 5, 1984
FROM: Norman E. Gerber, Director
Office of Planning and Zoning
Zoning Petition No. 84-271-SPH
SUBJECT: Towson State University

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

NEG/JGH/si

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

BALTIMORE COUNTY, MARYLAND

INTER-OFFICE CORRESPONDENCE

Mr. Arnold Jablon, Zoning Commissioner
TO: Office of Planning and Zoning Date: April 6, 1984
FROM: *John E. Speaker*
SUBJECT: Zoning Variance Items

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

Meeting - March 27, 1984

Item #245 - State of Maryland (State Universities and Colleges)

Item #249 - Mary M. Clark

Item #251 - Replay Limited, Inc.

Meeting - April 3, 1984

Item #255 - Betty H. Ganswell

Item #257 - Michael P. Jenicki

John E. Speaker
John E. Speaker, Director
BUREAU OF ENVIRONMENTAL SERVICES

137/5th

BALTIMORE COUNTY ZONING PLANS ADVISORY COMMITTEE

April 6, 1984

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

cc: Nicholas B. Commodari
Chairman

MEMBERS
Bureau of Engineering
Department of Traffic Engineering
State Roads Commission
Bureau of Fire Prevention
Health Department
Project Planning
Building Department
Board of Education
Zoning Administration
Industrial Development

S. Eric DiNenna, Esquire
406 W. Pennsylvania Avenue
Towson, Maryland 21204

RE: Case No. 84-271-SPH (Item No. 245)
Petitioner - State of Maryland
(Towson State College)
Special Hearing Petition

Dear Mr. DiNenna:

The Zoning Plans Advisory Committee has reviewed the plans submitted with the above referenced petition. The following comments 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 Planning may file a written report with the Zoning Commissioner with recommendations as to the suitability of the requested zoning.

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 Committee at this time that offer or request information on your 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 was accepted for filing on the date of the filing certificate and a hearing scheduled accordingly.

Very truly yours,

Nicholas B. Commodari
NICHOLAS B. COMMODARI
Chairman
Zoning Plans Advisory Committee

NBC:mch

Enclosures

BALTIMORE COUNTY
OFFICE OF PLANNING AND ZONING
TOWSON, MARYLAND 21204
404-3271
NORMAN E. GERBER
DIRECTOR

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

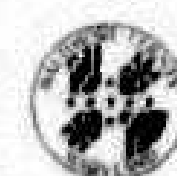
Dear Mr. Jablon:

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

- () There are no site planning factors requiring comment.
- () A County Review Group meeting is required.
- () A County Review Group meeting was held and the minutes will be forwarded by the Bureau of Public Services.
- () This site is part of a larger tract; therefore it is defined as a subdivision. The plan must show the entire tract.
- () A record plat will be required and must be recorded prior to issuance of a building permit.
- () The access is not satisfactory.
- () The circulation on this site is 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 22-90 of the Development Regulations.
- () Development of this site may constitute a potential conflict with the Baltimore County Master Plan.
- () The amended Development Plan was approved by the Planning Board on []
- () Landscaping should be provided on this site and shown on the plan.
- () The property is located in a deficient service area as defined by §§ 178-79. No building permit may be issued until a Reserve Capacity Use Certificate has been issued. The deficient service is []
- () The property is located in a traffic and controlled by a "U" level intersection as defined by §§ 178-79, and as conditions change traffic capacity may become more limited. The Basic Services Areas are re-evaluated annually by the County Council.
- () Additional comments:

Stephen G. Bels
Stephen G. Bels
Chief, Current Planning and Development

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



BALTIMORE COUNTY
FIRE DEPARTMENT
TOWSON, MARYLAND 21204-2586
494-4500

PAUL H. RENCKE
CHIEF

March 27 1984

Mr. William Rasmussen
Zoning Commissioner
Office of Planning and Zoning
Baltimore County Office Building
Towson, Maryland 21204

Attention: Nick Commodari, Chairman
Zoning Plans Advisory Committee

RE: Property Owner: State of Maryland (State of Universities and Colleges)

Location: S/S Towson Blvd. and Burke Road and W/S York Road

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

Gentlemen:

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 of 100 feet along an approved road in accordance with Baltimore County Standards as published by the Department of Public Works.

() 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 Fire 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 Fire 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.

REVIEWED BY: George M. Wagonet Noted and Approved: George M. Wagonet
Planning Group Fire Prevention Bureau
Special Inspection Division

/s/ Baltimore County has no jurisdiction. State Fire Marshall shall comment.

BALTIMORE COUNTY, MARYLAND

INTER-OFFICE CORRESPONDENCE

TO: Nicholas Commodari, Zoning Department Date: March 27, 1984

FROM: S. E. Rasmussen, Chairman, Building Plans Review C-2-B

SUBJECT: Zoning Advisory Committee Meeting
Dated March 27, 1984

Item #210	Standard Comments
Item #211	Standard Comments
Item #212	See Comments
Item #213	Standard Comments
Item #214	See Comments
Item #215	State Property - State Use - Not covered by Building Code.
Item #216	See Comments
Item #217	See Comments
Item #218	See C. E. G. Comments dated March 1, 1984. (Copy attached)
Item #219	See Comments
Item #220	See Comments
Item #193 (revised)	See Comments
Item #38 (revised)	
(Item #251 - There were no plans.)	

C. E. B./VV

RE: PETITION FOR SPECIAL HEARING : BEFORE THE ZONING COMMISSIONER
S/S of Towson Blvd. & Burke Rd. & W/S of York Rd., : OF BALTIMORE COUNTY
9th District
STATE OF MARYLAND, FOR USE : Case No. 84-271-SPH
OF TRUSTEES OF THE STATE :
UNIVERSITIES AND COLLEGES, :
Petitioner :
: : : : :
ENTRY OF APPEARANCE

Please enter the appearance of the People's Counsel in the above-captioned matter. Notices should be sent to any hearing dates or other proceedings in this matter and of the passage of any preliminary or final order.

Phyllis Cole Friedman
Phyllis Cole Friedman
People's Counsel for Baltimore County

Peter Max Zimmerman
Peter Max Zimmerman
Deputy People's Counsel
Room 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 Petitioner; and Carmen DiSabatino and Bonnie Kramer, 416 York Rd., Towson, MD 21204, Contract Operator.

Phyllis Cole Friedman
Phyllis Cole Friedman

South side of Towson Blvd. 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.

PETITION FOR SPECIAL HEARING

9th Election District

ZONING: Petition for Special Hearing

LOCATION: South side of Towson Blvd. 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 of the Zoning Act and Regulations of Baltimore County, will hold a public hearing:

Petition for 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, 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 shown. Such request must be received in writing by the date of the hearing set above or made at the hearing.

BY ORDER OF
ARNOLD JACON
ZONING COMMISSIONER
OF BALTIMORE COUNTY

SED:dk
4-19-84

PETITION FOR SPECIAL HEARING * BEFORE THE ZONING COMMISSIONER
TOWSON STATE UNIVERSITY * OF BALTIMORE COUNTY
TOWSON, MARYLAND * Case Number: 84-271-SPH

MEMORANDUM

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 public 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 cosmetologist, (Kraemer). The operation of a beauty salon necessitates a licensed cosmetologist and owner. Ms. Bonnie Kraemer, licensed cosmetologist, along with Carmen DiSabatino, co-owner, have successfully contracted with TSU to operate the beauty salon and barber 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 prohibited in commercial zones only. Towson State University is located in a residential zone.

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 salon, serve 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 complements the students' educational experiences. It provides the aforementioned activities and amenities for its own "community".

Other colleges and universities have provided beauty salons as an amenity to its students. They include, but are 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 Baltimore County Zoning Regulations?

Section 103.2 of the Baltimore County Zoning Regulations states:

"When any public use or when title of unowned public land passes into private ownership, public land or buildings shall not be used for private purposes until they shall have been zoned in conformance with these regulations."

In order for a beauty salon to be established, the Board 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

-3-

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NAME	ADDRESS	CLASS	P.E. NO.
Wops Linnane	609 1st St. W. Jan	Jr.	213 61 1982
Karen Muen	7704 1st St. N. Ed	B	214 62 0100
Cynthia Lyles	2201 Grand Hill Ave	Jr	213-82-1745
Leslie Buffin	2018 Albion Ave	Jr	212 82 0410
Melba Davis	Academy Tower	Jr	215 70 2533
Walter Stein	Academy Tower	Jr	219 31-4373
Darwin Cyn	Academy Tower	Jr	17F-68 7257
Michael Rauer	Academy C	Jr	217-82-7760
Kenny Cooper	4416 West North	8 Sep	214-84-6030
Debra Waco	1014 N. Ellamont St	2 Sep	212-50-1003
Elle Brown	5503 1st St. N. Ed	Ed	275-258-2745
Randy Jones	2406 Able P	Ed	217-78-9337
Jeff Torgler	20 Florence Ave	B-2	212-50-1003
Stephen Parvill	P.O. Box 2658 Tou	First	217-82-1745
Lynette Andrews	6815-A Starbridge Dr	Jr	217-76 9422
Tom Wright	Tower C - 1409	Sep	217-88-0563
William P. Hansen	Tower C 610	Jr	215-87-7255
Jane Freese	Tower D 712	Jr	213-50-3314
James C. Siskind	Tower C 1008	Jr	215-54-1786
Jackie Hill	TOWER B 501	Jr	578-66-8501
Robert Hill	TOWER C 1003	FR	212-54-0540
Lucy Bitt	Tower C 1003	2	218-90-1283
Wendy Rine	Tower D 1103	FR	193-50-6044
Elizabeth Saffan	Tower C 815	Seph	213-87-7190
Larry Hendricks	Tower C 815	Senior	217-78 4564
Melanie Kopp	333 Homewood Rd	Senior	217-82-6053
Liv Symard	1944 W. 1st St. N. Ed	Senior	225-13-5820

NAME	ADDRESS	CITY	STATE	ZIP
Andrew Richards	Box 2790 T.S.U.	Ga.	280	3992
May Barmann	Box 170	Tex	577	10 5765
Joe Blair	Baldwin MD	Pa	212	80-1453
Faura Dorsey	1345 Campbell Cir.	Sc.	213	92-1822
Kim Suttell	104 NEW TOWER 25	JK	167	60-0037
Mark Borgen	Box 376 TSO	Soph	166	60-9115
Lynn Zalen	4993 Byron Rd	Frederman	216	56-407
Becky Sherolue	3713 Ligon Rd.	Sc.	205	84-4574
JOE D. Natale	1236 Halskard Rd	Sc.	218	80-6342
Michael Waldwell	72 Liny Hill Rd	Jr	218	78-1201
Scott Wilson	5577 Kermusman Ave	Jr	213	78-1635
Alicia More	3000 Poplar Ln	Sc	217	79-8497
Duff Birch	205 JSU	French	158	72-7770
Bonnie Appleford	2515 Sheridan Ave	Trask	212	78-9136
Abby Friedman	Box 2467	Soph	212	94-1390
Meliana Rievin	83 11201 Shindale Dr.	French	214	96-6123
JOANNE PAVUS	3507 Hillford Dr	KES	220	82-7554
Walter Spive	2501 Hillford Dr.	SMITH	220	72-4113
Karen Jenkins	115 Shelley Road	FRAS	219	96-4473
Steph Ann Cantello	Box 554 TSO	Sc	217	92-2916
Patti Vach	3 Oak Ct	Box2	212	76-1597
Boni Mangue	15 Latsumich Ave	frank	213	70-7452
Paul Camp	217 Nicodemus Rd	Frank	217	96-4444
John T. Johnston	Box 2016 TSO	RGSH	217	54-7135
Bairray Wesley	Box 1775 ✓	Soph	212	61-1129
Cindy Edwards	Box 1017 TSO	Janner	825	3449
Cathy Haver	Box # 1311	JUNIOR	-	
Minamfawkins	910 D Worckton Rd	STOFF	435	7577

Towson State University is located in Baltimore County, and 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

Mrs. Eunice Alper
March 2, 1984
Page 3

in formulating and defining the components of their programs. Thus it is inappropriate 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 concede that the county has any authority to zone the Towson State University campus.

It is worth noting that the decision in Youngstown Cartage Co. v. North Point Peninsula Community, 24 Md. App. 624 (1975) has no bearing 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 be 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 Health 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 zoning 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 campus community environment, Baltimore 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 zoning certification and authorization from the appropriate agency of the political subdivision in which the premises are to be located has no bearing on Mr. DiSabatino'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

Mrs. Eunice Alper
March 2, 1984
Page 4

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

Very truly yours,

Peter W. Taliaferro
Peter W. Taliaferro
Assistant Attorney General
Counsel to Towson State University

PWT:kjh

Enclosure

cc: John C. Cooper, III, Esquire
Malcolm F. Spicer, Jr., Esquire
S. Eric DiNenna, Esquire
Mr. Donald M. McCulloh
Mr. Terrence C. Smith

TOWSON STATE UNIVERSITY
TOWSON, MARYLAND, 21204

Assistant Vice President
Auxiliary Enterprises

Telephone (301) 321-2364

February 22, 1984

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

Dear Pete:

I am writing to address the denial of a zoning approval for Stairway to Hair (Carmen Sabatino) to operate a hair salon within the University Union. It appears that a misunderstanding exists in the interpretation of the Baltimore County zoning laws and how they apply to this retail operation in the University Union.

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

A major vehicle in achieving this goal is the University Union operation which brings forth the current issue of obtaining zoning approval to operate a hair salon within the Union building. The Baltimore County zoning 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 recreation area. In summary, it is a self-sufficient operation which strives to serve and meet the needs of the students, faculty and staff. At the current

Mr. Peter W. Taliaferro
February 22, 1984
Page 2

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

- 1) Bowling Lanes
- 2) Billiards
- 3) Video Games
- 4) Candy & Tobacco Shop
- 5) Bookstore
- 6) Oyster Vending
- 7) Servomation Corporation (food services)

The first five operations are managed directly by the University. Oyster Foods and Servomation are private commercial companies which utilize space 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 to Servomation and, in turn, the vendor provides a service to the campus community with a percentage of the gross income being collected by the University.

The proposed hair salon is intended as a service to the campus community. With a full-time enrollment of 10,200 and a recent increase in our residential 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 means 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.

It should be noted that a few years ago Union Trust opened a branch bank in the University Union. It is no longer in operation, but First National Bank now has an automatic teller machine located at the Union. Neither of these commercial operations met with any difficulty in obtaining a zoning permit.

It can be concluded, after considering the retail operations which are now in existence on the Towson State campus, and specifically, within the University Union, that the decision to deny a zoning permit seems to be discriminatory and contradictory to past zoning approvals. Therefore, I respectfully request that your office contact the Baltimore 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
Terrence C. Smith

TCS/bf
cc: Donald M. McCulloh

IN RE: PETITION SPECIAL HEARING * BEFORE THE
S/S of Towson Boulevard * ZONING COMMISSIONER
and Burke Road and the W/S * OF BALTIMORE COUNTY
of York Road - 9th Election *
District *
State of Maryland, * Case No. 84-271-SPH
Petitioner *

FINDINGS OF FACT AND CONCLUSIONS OF LAW

The Petitioner herein, Towson State University (Towson State), a public State university, requests permission to establish a hair salon on its campus, located within a residential zone. The issue presented is whether the proposed use is exempt from Baltimore County zoning ordinances.

The Petitioner, by its Contract Operators, Carmen DiSabatino and Bonnie Kramer, t/a Stairway to Hair, appeared and was represented by Counsel. Also appearing and testifying were Terrence C. Smith and Donald M. McCulloh, Vice Presidents for Business and Finance at Towson State, and Frederick Klaus, a realtor and land appraiser. There were no Protestants.

Testimony indicated that Towson State offers many auxiliary services for its students, faculty, and staff on campus, most of which are located within the student union building. All are required by law to be self-sufficient, with no taxpayer funds used for support. In fact, the total budget for these services this fiscal year is \$15,000,000. Although Towson State originally planned a hair salon, it was not included when the student union opened in 1972 due to a lack of interest at the time. The idea was resurrected in 1978, but there was no vendor interest. The State has no licensed cosmetologist capable of running such an enterprise and, therefore, it was necessary to solicit outside private vendors. The idea was considered once again in 1983, and it was found that students were

interested and vendors 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 the Contract Operators were awarded the contract.

The proposed hair salon 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 fees. 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 1972; 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 Towson State.

The Petitioner seeks relief pursuant to Section 500.7 of the Baltimore County Zoning Regulations (BCZR) to have the proposed use declared exempt from local zoning requirements.

It is clear that the land and buildings here are owned by the State of Maryland (State) for use by students at Towson State. The question is whether the intervention of the leasehold interest created by the contract between the State

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. 717 (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. v. 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 service 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.

...there was the benefit to the public or the use was in the 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.

Balto. v. State Dept. of Health, supra.

The lease arrangement here does not alter the public use proposed. Based on the specific set of circumstances presented here, the hair salon would be governmental in nature, not proprietary, and would not require the application of enforcement of local zoning regulations. Public use has been defined in State

Dept. of Health, supra, as a use for the benefit of the public 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 so long as these other uses are reasonably accessory or incidental to the main purpose. 101A CJS, "Zoning & Land Planning", Section 108, "Governmental Bodies", p. 293. 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, 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.

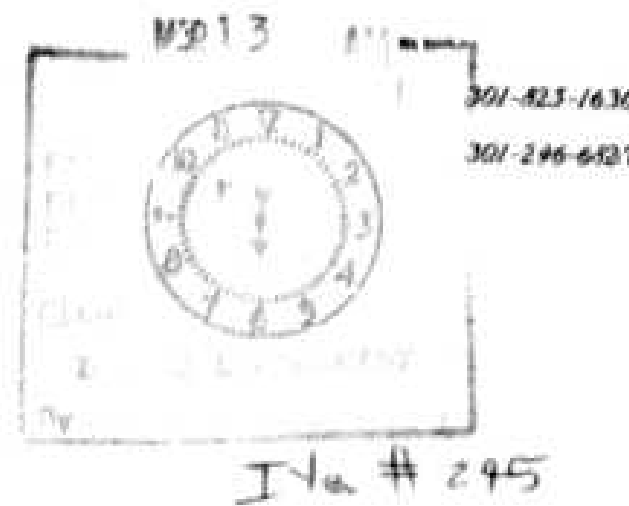
Therefore, IT IS ORDERED by the Zoning Commissioner of Baltimore County, this 25th day of April, 1984, that the relief prayed for to establish a hair salon on the Towson State University campus, located within a residential zone, be and is hereby GRANTED, from and after the date of this Order, subject to the following:

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

Donald M. McCulloh
Zoning Commissioner of
Baltimore County

44-553
copying
not

E. Eric DiNenna, P.A.
Attorney at Law



March 12, 1984

Arnold Jablon, Zoning Commissioner
Office of Planning and Zoning
County Office Building
Towson, Maryland 21204

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.

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 me to set a date as soon as possible.

I appreciate your cooperation in this matter. I remain

Very truly yours,

E. Eric DiNenna
S. ERIC DINENNA

SED:dk
cc: Mr. Carmen DiSabatino
Ms. Bonnie Amer

April 25, 1984

S. Eric DiNenna, Esquire
406 West Pennsylvania Avenue
Towson, Maryland 21204

IN RE: Petition Special Hearing
S/S of Towson Town Boulevard and
Burke Road and the W/S of York
Road - 9th Election District
State of Maryland, Petitioner
Case No. 84-271-3PH

Dear Mr. DiNenna:

I have this date passed my Order in the above-referenced matter in accordance with the attached.

Sincerely,

Arnold Jablon
ARNOLD JABLON
Zoning Commissioner

AJ/-rl

Attachments

cc: People's Counsel

S. Eric DiNenna, Esquire
406 West Pennsylvania Avenue
Towson, Maryland 21204

NOTICE OF HEARING

Re: Petition for Special Hearing
S/S of Towson Town Blvd. & Burke Rd. and
W/S of York Road
State of Maryland (Towson State University)
Case No. 84-271-3PH

TIME: 10:00 A.M.

DATE: Friday, April 20, 1984

PLACE: Room 106, County Office Building, 111 West Chesapeake
Avenue, Towson, Maryland

BALTIMORE COUNTY, MARYLAND
OFFICE OF FINANCE - REVENUE DIVISION
MISCELLANEOUS CASH RECEIPT

No. 128201

DATE: 3/3/84 ACCOUNT: 01-615-000

AMOUNT: \$100.00

RECEIVED FROM: S. Eric DiNenna

FOR: Filing Fee Case No. 84-271-3PH

VALIDATION OR SIGNATURE OF CASHIER

PETITION MAPPING PROGRESS SHEET

FUNCTION	Well Map		Original		Duplicate		Tracing		200 Sheet	
	date	by	date	by	date	by	date	by	date	by
Descriptions checked and outline plotted on map										
Petition number added to outline										
Denied										
Granted by ZC, BA, CC, CA										
Reviewed by: <i>W.C.</i>	Revised Plan: Change in outline or description Yes ☐ No ☐									
Previous case:	Map # 3C									

In # 245

CERTIFICATE OF PETITION ZONING DEPARTMENT OF BALTIMORE COUNTY Towson, Maryland

District: 9 Date of Filing: 3/24/84

Posted for: *Petition for Special Hearing*

Petitioner: *State of Maryland*

Location of property: *1/2 Towson Town Blvd. & Burke Rd. and 1/2 York Rd.*

Location of Sign: *100 parking intersection of York & Burke Rd. intersection of York & York Ave. from campus to 100 parking*

Map: *Towson Town Blvd. at entrance to property*

Posted by: *Arnold Jablon* Date of return: 3/24/84

Number of Signs: 3

CATE OF PUBLICATION

Towson, Md. 5/15 1984

THIS IS TO CERTIFY, that the annexed advertisement was published in the TOWSON TIMES, a weekly newspaper distributed in Towson, Baltimore County, Md., once a week for consecutive weeks, the first publication appearing on the 28th day of March 1984

The TOWSON TIMES
M. Longville

Cost of Advertisement: \$24.00

CERTIFICATE OF PUBLICATION

TOWSON, MD. March 20, 1984

THIS IS TO CERTIFY, that the annexed advertisement was published in THE JEFFERSONIAN, a weekly newspaper printed and published in Towson, Baltimore County, Md., once a week for consecutive weeks, the first publication appearing on the 29th day of March 1984

THE JEFFERSONIAN
L. Frank Smith
Manager

Cost of Advertisement, \$ 23.00

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

ARNOLD JABLON
ZONING COMMISSIONER

April 3, 1984

S. Eric DiNenna, Esquire
406 W. Pennsylvania Avenue
Towson, Maryland 21204

Re: Petition for Special Hearing
S/S of Towson Town Blvd. & Burke Rd.
and W/S of York Road
State of Maryland (Towson St.U)
Case No. 84-271-3PH

Dear Mr. DiNenna:

This is to advise you that \$61.00 is due for advertising and posting of the above property.

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

BALTIMORE COUNTY, MARYLAND
OFFICE OF FINANCE - REVENUE DIVISION
MISCELLANEOUS CASH RECEIPT

No. 130246

DATE: 4/26/84 ACCOUNT: R-01-615-000

AMOUNT: \$61.00

RECEIVED FROM: *Arnold Jablon*

FOR: *Advertising & Posting Case 84-271-3PH (St. of Md. - Towson State U.)*

VALIDATION OR SIGNATURE OF CASHIER

PETITIONER'S SPECIFICATIONS COVERING THE ESTABLISHMENT OF A HAIR SALON AT TOWSON STATE UNIVERSITY

I. Scope

Establish a full-service hair salon in Room 109 of the Towson State University Union Building. The hair salon 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 31, 1987. Either party to the contract may terminate the contract without cause on May 31, 1985 or May 31, 1986.

III. The University Will Provide

The University will provide Room 109 of the University Union. This is the room shown on January 6, 1984 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.

IV. Responsibility Contractor Include

- The hair salon must provide hair cutting, styling, shampoo, perms, hair coloring and manicures for both men and women. The cost of these services must be competitive with existing prices now available in area shops. The initial costs for basic shampoo, cut and styling for the period 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 coloring.
- The contractor is totally responsible for making all necessary improvements to Room 109 of the University Union including lighting, tile floor, glass entrance door, fixtures, all plumbing, all electric work, decor, etc. A detailed plan showing the initial improvements to be made in order to get the hair salon operational must be approved by the Director of Auxiliary Enterprise Contracts. At the completion or termination of the contract, whichever occurs first, the contractor is totally responsible for returning Room 109 of the University Union to its exact original condition. This will include removing all fixtures which were added by the contractor, carpeting the floor with carpet comparable to that which was in the room originally, repairing any holes or other damage done to the walls and ceiling, etc.

- The contractor must operate the full-service hair salon year round on a schedule approved by the Director of Auxiliary Enterprise Contracts. The only exceptions are times when the University Union building itself is closed. The hair salon is to be operative and provide full services even during "slow" periods such as the January semester and the summer school months.
- The successful bidder must begin operation of the salon within thirty (30) days of award of contract.
- 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.

- Workmen's Compensation Insurance in accordance with Maryland Statutes.
- Public Liability Insurance covering comprehensive bases including contingent liability in amounts not less than \$250,000 per person and \$1,000,000 per occurrence for bodily injury and for property damage.
- Owner's Protective Liability Insurance issued in the name of the University in amounts as indicated in B above. Notwithstanding the requirement of the contractor to furnish certificates 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 Liability Insurance Manuals 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 strength:

The company must be rated no less than "A" as to management and no less than "AAA" as to strength by the latest edition of Best's Insurance Guide published by Alfred W. Best Co., Inc.

The contractor shall furnish certificates of insurance to Towson State University prior to commencing any operations under the contract which certificates shall clearly indicate that the contractor has obtained insurance in the type, amount and classifications as required for strict compliance with this article. The said certificates must provide that in the event of any material change in 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 losses 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 quotes the highest fixed guaranteed commission for the entire period, March 1, 1984 through May 31, 1987.

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	\$2,750.00 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
Tenth payment due August 31, 1986	\$4,980.00 minimum
Eleventh payment due November 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 mandatory 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 21.03.02.14 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 thereof 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 by the party or parties hereby contracting with the State or any department, commission, agency or branch thereof.

7. Civil Rights Act of 1964. Vendors and Contractors providing materials, equipment, supplies, or services to the State under this contract herewith assure the State that they are conforming to the provision of Section 7A of Article 28A 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 materials, equipment, supplies or services to the State of Maryland herewith agree to comply with Article 41, §87A of the Annotated Code of Maryland which requires that every business that enters into contracts, 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 or 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

I, _____ (name), _____ (title) of _____ (company name), hereby quote and guarantee the following fixed commissions to Towson State University:

First payment due May 31, 1984	\$ _____
Second payment due August 31, 1984	\$ _____
Third payment due November 30, 1984	\$ _____
Fourth payment due February 28, 1985	\$ _____
Fifth payment due May 31, 1985	\$ _____
Sixth payment due August 31, 1985	\$ _____
Seventh payment due November 30, 1985	\$ _____
Eighth payment due February 28, 1986	\$ _____
Ninth payment due May 31, 1986	\$ _____
Tenth payment due August 31, 1986	\$ _____
Eleventh payment due November 30, 1986	\$ _____
Twelfth payment due February 28, 1987	\$ _____
Thirteenth payment due May 31, 1987	\$ _____
Total commission guaranteed for the period March 1, 1984 through May 31, 1987	\$ _____

* 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 contendere to a charge of bribery, attempted bribery, 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 domestic _____/foreign _____ corporation which is registered or qualified in accordance with the Corporations and Associations Article of the Annotated Code of Maryland and is in good 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:

Name: _____
Address: _____

CONTRACT

This contract, made as of the _____ day of _____, 19____, by and between TOWSON STATE UNIVERSITY, an agency of the State of Maryland (hereinafter the "Agency"), Towson, Maryland, and STAIRWAY TO HAIR (hereinafter the "Contractor"), 416 York Road, Towson, Maryland 21204, the parties hereby agree as follows:

1. Scope of Contract. The Contractor shall establish a full service hair salon in Room 109 of the Towson State University Union Building and provide hair salon 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.

2. 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 Agency 15% of gross sales each quarter or the fixed guaranteed commission as listed in the following schedule, whichever is greater:

First payment due May 31, 1984	\$2,750.00
Second payment due August 31, 1984	2,750.00
Third payment due November 30, 1984	2,750.00
Fourth payment due February 28, 1985	2,750.00
Fifth payment due May 31, 1985	4,250.00
Sixth payment due August 31, 1985	4,250.00
Seventh payment due November 30, 1985	4,250.00
Eighth payment due February 28, 1986	4,250.00
Ninth payment due May 31, 1986	5,000.00
Tenth payment due August 31, 1986	5,000.00
Eleventh payment due November 30, 1986	5,000.00
Twelfth payment due February 28, 1987	5,000.00
Thirteenth payment due May 31, 1987	5,000.00

The undersigned authorized representative of said corporation further certifies that the corporation has paid or arranged 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 settlement. 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 condition 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, other than 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. Materials, supplies, equipment, or services shall comply in all respects with the Federal Noise Act of 1972, where applicable.

13. Occupational Safety and Health Act (O.S.H.A.). All materials, supplies, equipment, or services supplied as a result of this contract shall comply with the applicable U.S. and Maryland Occupational Safety and Health 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,

(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 Quotation 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 written order, and without notice to the surety, make changes, within the general scope of this contract, in any one or more of the following: (i) drawings, designs, specifications, where the supplies or services 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, parent, minor child, brother, or sister, has a financial interest or to which 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 negotiating or has any arrangement concerning prospective employment, is a part, unless each officer, employee, or agent has previously complied with the provisions of Article 40A, §§3-101 et seq. of the Annotated Code of Maryland.

the Contractor may not be reimbursed 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 Contractor to fulfill contractual obligations shall be considered just cause for termination of the contract and the Contractor is not entitled to recover any costs incurred by the Contractor up to the date of termination.

16. Disputes. Pending resolution of a claim, the Contractor shall proceed diligently with the performance of the contract in accordance with the procurement officer's decision.

17. Multi-Year Contracts. If funds are not appropriated or otherwise 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 entitled to recover any costs not incurred prior to termination.

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 contract.

19. Maryland Law Prevails. The provisions of this contract shall 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 Transportation 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.

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 services delivered to determine if the specifications have been met. 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 materials lawfully rejected shall be liable for any excess price paid for the replacement, plus applicable expenses, if any.

24. Audit 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 hereof, whether expressed or implied, shall bind the parties unless the same be in writing and signed by the parties.

STAIRWAY TO HAIR

Date: _____

By: _____
(Signature)

(Typed Name)

(Title)

TOWSON STATE UNIVERSITY

Date: _____

By: _____
Gerald W. Smith
Director, Administrative Services