

Sayers, Margery

From: Cynthia Williams <cawilliams66@hotmail.com>
Sent: Friday, February 7, 2020 2:07 PM
To: CouncilMail
Subject: CB1

[Note: This email originated from outside of the organization. Please only click on links or attachments if you know the sender.]

Current law does not allow enough time for the school system to adjust to the request for additional capacity within the 3 year time frame. Schools must undertake the difficult task of redistricting, renovating existing or building new schools. Testing the schools for additional years allows the county to better prepare for the anticipated increase in students. •

The developers might try to argue that landowners have a right to develop and delaying them further will result in lawsuits from landowners. However, nearby counties have similar wait times already in place. Carroll and Ann Arundel Counties are 6 years and Calvert County is 7 years.

- This wait time should be adjusted so that it can be used as a tool to pace development and to give the school system a way to increase school capacity along with demand. The increased wait time proposed in this bill would be a stop towards achieving that goal.
- Passing this bill will give the county time to realize and accrue the necessary funds from the increase in school surcharge that will be put towards building new schools.
- Passing this bill would help control school overcrowding which is of great concern in Howard County. When schools become overcrowded, classroom size increases and the use of portable classrooms increase. Larger classroom sizes will hinder the ability of teachers and students to connect in the classroom and this will affect students' ability to learn.

Sayers, Margery

From: Becca and Dave Nobles <bdnobles06@yahoo.com>
Sent: Thursday, February 6, 2020 2:35 PM
To: CouncilMail
Subject: CB1

[Note: This email originated from outside of the organization. Please only click on links or attachments if you know the sender.]

We fully support CB1!!

Becca and Dave Nobles
5921 Stream Valley Lane
Elkridge, MD. 21075

Sayers, Margery

From: Amy Barnes <abarnes79@gmail.com>
Sent: Thursday, February 6, 2020 2:05 PM
To: CouncilMail
Subject: We support CB1!

[Note: This email originated from outside of the organization. Please only click on links or attachments if you know the sender.]

Please help us keep schools safe! Thank you for your hard work and support!!!!

Sincerely,

Howard County residents at Rockburn Elementary School

Sent from my iPhone

Sayers, Margery

From: Jones, Opel
Sent: Wednesday, February 5, 2020 7:27 PM
To: Sayers, Margery
Subject: FW: APFO moratorium extension

From: Paul Sill <paul@sillengineering.com>
Sent: Monday, February 3, 2020 12:10 PM
To: Jones, Opel <ojones@howardcountymd.gov>
Subject: APFO moratorium extension

[Note: This email originated from outside of the organization. Please only click on links or attachments if you know the sender.]

Dear Council Member Jones,

I am a small business owner, with my office in Lisbon, Howard County. I own and operate a civil engineering firm and do the majority of my work in Howard County, and employ eight full-time employees and two part-time employees. The recent actions taken by the Council concerning school allocations, forest conservation, and permit fees have had a negative impact on my business already, with one client pulling out of a thirteen lot subdivision and another deciding to build in Baltimore County; these two clients alone represent a sizable income stream that is now lost to me. The extension of the APFO deadline will damage my business more. I'm sure you have heard many reasons not to extend the APFO deadline, but this will directly impact myself and my employees natively. I ask that you do not extend the APFO deadlines and leave them as they currently are.

Thank you,

Paul M. Sill, PE, LEED AP
SILL ENGINEERING GROUP, LLC
PLEASE NOTE OUR NEW ADDRESS
16005 Frederick Road
Lisbon, MD 21797
Office: 443-325-5076 ext. 102
Fax: 410-696-2022
Cell: 443-878-4314
Website: www.sillengineering.com

 Please consider the environment before printing this email.

Sayers, Margery

From: Jones, Opel
Sent: Wednesday, February 5, 2020 7:26 PM
To: Sayers, Margery
Subject: FW: CB 1- 2020, APFO School Bin

-----Original Message-----

From: Paul Reville <paul.reville@gmail.com>
Sent: Monday, February 3, 2020 12:32 PM
To: Jones, Opel <ojones@howardcountymd.gov>; Rigby, Christiana <crigby@howardcountymd.gov>; Yungmann, David <dyungmann@howardcountymd.gov>
Cc: Angelica Bailey <abailey@marylandbuilders.org>; Jason van Kirk <jvankirk@elmstreetdev.com>
Subject: CB 1- 2020, APFO School Bin

[Note: This email originated from outside of the organization. Please only click on links or attachments if you know the sender.]

Few subdivisions have been held in the APFO school bin for the full 4 years but, with the new school capacity limitations and the addition of a high school test, the likelihood that many will is substantial.

The market place already understands this; just 38 units have been proposed in PreSubmission Community Meetings held in the 6+ months since the new APFO went into effect.

And the SAAC's forecast for \$63M lost net revenue in the next 6 years (\$152M in 20 years) was based on the old APFO. Making a decision to hold projects in the school bin for another year, two or three- meaning even more lost revenue- approaches fiscal recklessness.

There is no pressing emergency to act right now- you could revisit this question whenever the circumstances change. As it is, DPZ doesn't forecast a return to General Plan levels of growth until 2031. Time enough for a recession, for the fiscal and student enrollment effects of increased multifamily to become evident, and for the school system to decide to use the surplus capacity they have now.

When the school surcharge was approved, a big driver in the decision was the future revenue- \$200M- that the new fee would generate. Holding new projects in a school bin for 5,6 or 7 years means that whatever capacity might have become available over those years will be absorbed by student enrollment growth from resales- which pay no surcharge.

The current maximum hold already amounts to postponing new student enrollments by 7.5 years;

- 1 year to hold a pre-submission meeting and get a Sketch Plan approved,
- 4 years in a closed school bin,
- 1 year to get a Final Plan approved,
- 3 months to do bonding and developer agreements,
- 4-6 months of site work,
- 3 months of sales from a model to produce first building permits
- 4-6 months to build the new house.
- 7.5 years to first student enrolls in school

What problem do we face that requires over 7 years to address?

For context, just 9% of the County is undeveloped. Outside of Downtown Columbia much of what lies ahead will be minor subdivisions (4 or fewer lots in existing neighborhoods) and small subdivisions (the current average in the West is 10 lots, SFD's in the East is 13 lots, and the soon to be extinct townhouse averages just 45 lots). And those averages have been in decline for years and will drop again as new APFO takes hold.

In my opinion, the Council's focus on matters like school bus waiting time is misplaced energy. The shrinking tax base generated by development, the worsening affordability problem (the median price of a new Townhouse is now \$518K compared to \$437K in 2017) and the growing demand for services from the people who already live here are the symptoms of an economic problem. At this pace the County may not be able to bond enough for capital projects necessary to meet current demands- let alone any plans for a better future.

Paul

Sayers, Margery

From: Jones, Opel
Sent: Wednesday, February 5, 2020 7:20 PM
To: Sayers, Margery
Subject: FW: CB 1-2020

From: Carl Gutschick <cgutschick@glwpa.com>
Sent: Monday, February 3, 2020 5:15 PM
To: David Yungmann <davidyungmann@hcmove.net>; Jones, Opel <ojones@howardcountymd.gov>; Rigby, Christiana <crigby@howardcountymd.gov>; Jones, Diane <dijones@howardcountymd.gov>
Subject: CB 1-2020

[Note: This email originated from outside of the organization. Please only click on links or attachments if you know the sender.]

As you consider your votes on CB 1-2020, and its amendments, please choose to vote AGAINST any lengthening of the four-year wait many projects have endured, or are enduring now.

The reason four years was selected for the school bin is that once out of the bin, a project takes at least three more years to finish approvals, build the infrastructure, construct the homes, and have families move in, thus creating the potential for school aged children to start attending public schools. This is already a seven year process from entering the school bin to the first child going to school.

Seven years was viewed as adequate time for either revising school boundaries, or for new schools to be planned, funded and built. Yes, opening a new school is difficult and time consuming, but I don't remember a time over the last 30 years where it was not. Nothing has changed, and neither should the regulations.

Thank you,
Carl K. Gutschick, P.E., Principal



3909 National Dr., Suite 250 | Burtonsville, MD 20866
PH: 301-421-4024 | PH (Baltimore): 410-880-1820
PH (Northern VA): 301-989-2524 | FAX: 301-421-4186

Check out our new website: WWW.GLWPA.COM

The information transmitted is intended only for the addressee shown above.
Any design information (calculations, drawings, etc.) included in this transmission is intended for the sole purpose agreed upon with Gutschick, Little & Weber, P.A. (GLW). If this information is to be used for any other purpose or transmitted to any other persons, prior consent must be received from GLW.

Sayers, Margery

From: Jones, Opel
Sent: Wednesday, February 5, 2020 7:18 PM
To: Sayers, Margery
Subject: FW: I am sharing: In Favor of CB1
Attachments: County Council Letter.docx

From: kathy howell <soledadsole22@gmail.com>
Sent: Monday, February 3, 2020 6:10 PM
To: Rigby, Christiana <crigby@howardcountymd.gov>; Jones, Opel <ojones@howardcountymd.gov>; Walsh, Elizabeth <ewalsh@howardcountymd.gov>; Jung, Deb <djung@howardcountymd.gov>; DYungman@howardcountymd.gov
Subject: I am sharing: In Favor of CB1

[Note: This email originated from outside of the organization. Please only click on links or attachments if you know the sender.]

Howard County Council Members,

Greetings!

I have attached my CB1 testimony.

Thank you.

Kathy Howell
208-403-8970

Shared from Word for Android
<https://office.com/getword>

Howard County Council

Dear Howard County Council

Greetings and Salutations!

I am writing this letter to express support of common sense legislation CB 1, and proposed Amendment 1. You know the dire straits that our school system and students face. Larger classes mean that not all students have access to education, because resources and space is stretched thin. This is not equitable. You well know that equity does not only come into play in matters of race or economic disparities. If students cannot access learning, because there are too many students that need assistance, that it very much an equity issue. It isn't only a budgetary issue. Putting everything which was previously stated aside, student safety is also affected in overcrowded schools. This is unacceptable. Past actions by leadership have led us here.

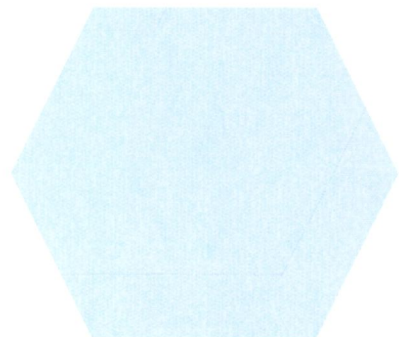
You have been leaders on this Council for a year and now the responsibility is yours. You cannot allow development to continue this way. As it was explained to me, the laws have been written to favor developers for so long that it will be difficult for Howard County citizens to have a fair shot. That is terrible. I fervently hope that this is not the legacy of this Council.

The Board of Education is having to make decisions about a budget that does not cover everything the school system needs. We need you to make our students the priority, and I hope that you can do the sensible thing by voting for this sensible bill. There is nothing else to add, because you know it's the right thing to do.

Best Regards

Kathy Howell

8726 RUPPERT COURT, ELLICOTT CITY, MD 21043



Sayers, Margery

From: Jones, Opel
Sent: Wednesday, February 5, 2020 7:11 PM
To: Sayers, Margery
Subject: FW: CB1 Impact

From: abhijit honrao <abhijit.honrao@gmail.com>
Sent: Wednesday, February 5, 2020 6:10 AM
To: Jones, Opel <ojones@howardcountymd.gov>
Subject: CB1 Impact

[Note: This email originated from outside of the organization. Please only click on links or attachments if you know the sender.]

Hello Mr. Jones,

I am a resident of Maryland since 2005. I have a minor subdivision (one additional lot) F-17-021, in which I am planning to build a house for my family for three. This July I was getting the permission to built, I have signed a contract with the builder to start construction of the house.

I have already committed to the legal binding contract and have given \$25,000 as deposit money Invested. This bill will cause us great financial hardship.

Please consider my request and consider my subdivision as a grandfathering rule and allow me to start the construction.

Sincerely,
Abhijit Honrao and Shamal Shete

--

Abhi

Sayers, Margery

From: Jung, Deb
Sent: Wednesday, February 5, 2020 9:48 AM
To: Sayers, Margery
Subject: FW: CB1 Impact
Attachments: Honrao - Contract (12.31.2019) (signed).pdf

Deb Jung
Council Chair, District 4
Howard County Council
3430 Court House Dr., Ellicott City, MD 21043
410-313-2001

Sign-up for my District Update [here](#).

From: Abhijit Honrao <abhijit.honrao@gmail.com>
Sent: Tuesday, February 4, 2020 12:49 AM
To: Jung, Deb <djung@howardcountymd.gov>
Subject: CB1 Impact

[Note: This email originated from outside of the organization. Please only click on links or attachments if you know the sender.]

Hello Ms. Deb Jung,

I am a resident of Maryland since 2005. I have a minor subdivision (one additional lot) F-17-021, in which I am planning to build a house for my family for three. This July I was getting the permission to built, I have signed a contract with the builder to start construction of the house.

I have already committed to the legal binding contract and have given \$25,000 as deposit money Invested.

Please consider my request and consider my subdivision as a grandfathering rule and allow me to start the construction.

For your information I have included the builder contract.

Sincerely,
Abhijit Honrao and Shamal Shete

Timberlake Design/Build
Timberlake Building and Renovations LLC
304 Harry S. Truman Parkway, Suite M
Annapolis, MD 21401
(301) 808-7000 • (443) 837-3131
BUILDER REGISTRATION NO. 3769
Home Builder Sales Registration Number 329
Salesman Number: 109153

NEW CUSTOM HOME CONSTRUCTION CONTRACT

This Contract is made on this Date: December 31, 2019, by:

“Builder”: **Timberlake Building and Renovations, LLC T/A Timberlake Design/Build**
And

“Owner”: **Abhijit Honrao & Shamal Shete**

SECTION ONE;
WORK

1.1. **General.** Builder does hereby agree to construct for Owner and Owner does hereby agree to pay the Contract Price, adjusted by any changes, extras or allowance items, the improvements described in the construction plans and the specifications, both of which are signed by the parties and incorporated herein by reference and marked collectively as “Exhibit A” and “Exhibit I” to be constructed on the “Property” described as follows:

County: Howard County
Address: 4060 Saint John’s Lane, Lot 2
Tax Account No.: 02208393
Subdivision: Ellicott City
Deed Reference: 16686/00164

The construction plans and specifications described herein shall define the scope of work that the Builder is to perform and carry out in accordance with the terms of this Contract.

1.2 Builder shall comply with all laws, ordinances, and regulations currently adopted applicable to construction of the improvements upon the Property in accordance with the terms of this Contract. Construction shall conform to the published building codes for *Howard County* and shall be constructed in a good and workmanlike manner free from defective materials. Builder shall have the right to alter or vary the plans and/or specifications to the extent Builder deems necessary or proper to perform construction of the improvements to the foregoing codes and to standards of construction commonly accepted as proper in the locality where such improvements shall be constructed hereunder, and will notify Owner of any such changes.

SECTION TWO
CONTRACT PRICE

2.1 Owner shall pay to Builder, for performance of the Work, the Contract Price of **Six Hundred Eight Thousand, Nine Hundred Thirty Five and 84/100 dollars (\$608,935.84)** in accordance with the Draw Schedule of payments defined in Section 4 and attached as Exhibit B.

House Construction Price	\$434,817.00
Lot Finishing Price	\$174,118.84
Total Contract Price	\$608,935.84
Deposit due at signing of Contract	\$ 25,000.00
Total Construction Draw Amount	\$583,935.84

2.2 Except as otherwise provided herein there shall be no changes in the plans, specifications, adjustments to allowances or to the scope of the work thereunder, except upon the prior

Owner:

Abhijit Honrao

written agreement between Builder and Owner. Changes that are requested prior to the pre-construction meeting shall be added to the contract by way of an Addendum to this Contract. Any changes requested after the pre-construction meeting shall be known as a "Change Order." An Addendum or a Change Order shall be signed by Builder and Owner and shall contain a description of the work to be performed, the materials to be furnished, the price to be paid, and any adjustment to the time of completion. The costs of any items added pursuant to a Change Order shall be added to the Contract Price and the Draw Schedule shall be adjusted accordingly. A condition precedent to the Builder's obligation to undertake or carry out any such Change Order shall be the Owner's pre-payment per this section. Until paid, the Builder will not knowingly slow, stop, or alter construction activity. Where a delay is called for by the Owner in writing, a remobilization charge and any cost increase in materials, labor or new contractors that need to be acquired because of schedule disruption that occur during the interim will be paid by Owner prior to resumption of construction activity. All Change Orders after the Pre-Construction Meeting Builder may charge \$1,000.00 for a Change Order. Owner should be aware that changes requested by Owner after construction has commenced will result in delays to the timing and completion of the work.

2.3 If, after the date of this Contract, any government, governmental agency, public authority or monopoly shall change or modify the usual or customary procedures, requirements, fees, or laws affecting the construction, then any additional costs necessary to comply shall be paid by the Owner as a Change Order.

2.4 All communication with subcontractors shall be done through the project manager. Any communication with the subcontractor by the Owner which results in additional charges by the subcontractor, extension of time to complete project, or interference with other subcontractors ability to complete, are the sole responsibility of the Owner and will not interfere with the Builders' rights at settlement. Any additional charges incurred by Owner will be subject to charges as per Section 2.02.

2.5 All specifications and/or designs not specifically detailed in the contract documents shall be installed in a manner that is usual and customary. Similarly, all specifications and/or designs not detailed on the architectural and/or engineered drawings shall be installed in a manner that is usual and customary.

2.6 Should conditions encountered below the surface of the ground be at variance with or incompatible with the conditions or improvements indicated by the drawings and specifications, such as rocks, ground water, unusable soil, or backfill material, the costs to correct the situation shall be paid by the Owner as a Change Order.

SECTION THREE LOT FINISHING

3.1 Owner has hired Builder to provide Lot Finishing Services for site development work prior to commencing construction of the house under this Contract. Payment for all Lot Finishing Services completed before construction of house commences shall be made before construction of the house commences under this Contract. A breach of the Lot Finishing Services Addendum shall be considered to be a breach of this Contract. If Owner terminates this Contract during the Lot Finishing portion of the work, Owner shall be required to pay Builder for the Home Construction Contract, in an amount not less than the Builder's Margin of 20%.

By way of example only, if Builder's actual Cost for an item is \$80, applying a 20% margin results in a Sales Price for that item of \$100. The \$20 is 20% of the sales price. This reflects Builder's overhead of 12% (\$12) and a profit of 8% (\$8).

SECTION FOUR CONSTRUCTION LOAN, TITLE, AND PAYMENT

4.1 Owner agrees and certifies that the property is titled in the name of Owner and the title is merchantable and the property is free and clear of any liens and encumbrances, with the exception of a construction loan not to exceed the estimated total Contract Price stated in Section 2.1 as agreed

Owner:

AH / S.S.

by the parties. Said loan shall provide for advances to be made to Owner, which advances are to coincide with the payments to be made by Owner in accordance with the Draw Schedule of Payments hereinafter set forth in this Section Four. Thereafter, Owner shall not further encumber the Property until the Builder has received payment in full of the Contract Price due hereunder. If Owner does not finance the Contract Price, Owner shall pay in accordance with the attached Draw Schedule.

4.2 Draw Schedule of Payments: A deposit shall be paid by Owner upon signing this Contract of **\$25,000.00**. Additional payments to be made by Owner as are set forth on the Draw Schedule of Payments attached hereto and made a part hereof. In the event that the Owner terminates this Contract, Builder will refund the Deposit to Owner less the amount of any payments to third parties made in pursuit of the Contract plus Builder's Margin, and to include any sales commissions paid. In the event that the Owner terminates this Contract after a re-pricing pursuant to paragraph 5.3.1, Builder will refund the Deposit to Owner less the amount of any payments to third parties made in pursuit of the Contract plus Builder's Margin.

4.3 If any part of the funds needed for construction of the improvements is not obtained through a lending institution, then that part shall be paid to the Builder in accordance with the Draw Schedule before any construction loan advances are obtained from the lending institution. Additional payments shall be made by the Owner to the Builder in accordance with the Draw Schedule of Payments attached hereto as Exhibit B. The attached Draw Schedule is a template. Owner's lender's Draw Schedule of Payments will be the controlling document of how payments will be made.

4.4 Owner agrees that draws are payable when work is substantially complete according to the Draw Schedule and shall be paid promptly from the construction loan. ***Construction Draws will be released to Builder when that segment of the work is deemed completed by the financial institution's inspector. There shall be no hold back of draw payments by Owner once the financial institution has deemed the work complete. Draws requests may not necessarily be made in numerical order. Any draw on which work is substantially complete may be paid in any order.***

For Homeowner financed projects - Construction Draws will be released to TDB when that segment of the work is completed per the local jurisdiction code, and if applicable, after approval by the County.

4.5 Owner agrees to pay Builder amounts due to Builder with respect to work completed within five (5) days of request for payment; otherwise, Builder may, on seven (7) days' notice to Owner, terminate this Contract. Alternatively, Builder may, at Builder's sole election, stop work until such time that Builder has received payment. On such termination, Builder may recover from Owner payment for all work completed and for any loss sustained by him for materials, equipment, tools, or machinery to the extent of actual loss thereon, plus loss of a reasonable profit on the entire job contemplated by this Contract, together with court costs and reasonable attorney's fees.

SECTION FIVE TIME OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

5.1 **Pre-Construction Meeting:** Prior to the actual start of construction, Builder will hold a Pre-Construction Meeting for the purpose of introducing the Owner to the site manager who will have primary responsibility of building your new home as well as any site work that is required in the lot finishing agreement. Two weeks prior to this meeting the site manager will be given all of your specs plans and options that you have selected to review for completeness and clarity. He will have the responsibility for determining if the house is ready for a Pre-Construction Meeting to move forward. Should the site manager have questions on the plans or details, for example if you are having custom built-ins etc..., the Pre-Construction Meeting could be postponed until everyone is clear as to what we are building. The purpose of the Pre-Construction Meeting is to confirm your selections, and not to make any major changes that could delay the start of your home. At the meeting you will be asked to confirm all of your selections and colors, and special attention must be paid to this, as we build by purchase orders, and the contents of the documents will be what is sent to our trade partners and how your house will be built. We strive to make sure that once the home is under construction, that we are able to deliver the house on the time that we promised this to you. Changes made late in the process will cause delays and extra costs if our

Owner:

A.H. / S.S.

trade partners have to make multiple additional trips to do their work.

5.2 Weather conditions permitting, Builder agrees to commence performance on or about 45 days following the receipt of an approved building permit, and with the owner's permission to proceed. A condition precedent to Builder commencing construction is that Owner shall have made all selections for the house. Selections include, but are not limited to those items noted in Exhibit K attached hereto. **Builder is under no obligation to start construction and will not hold a pre-construction meeting until such time that Builder has received all of Owner's completed selections.** /

5.3 Builder agrees to substantially complete the improvements within 150 days after the commencement thereof. It is further agreed that, in the event Builder is delayed at any time in the progress of the work by changes ordered, unavailable materials or supplies, labor disputes, scheduling delays caused by subcontractors, fire, unusual delay in transportation, inclement or unstable or severe weather, delays in receiving payment for work completed, unavoidable casualties and other causes beyond Builder's control, that the time for substantial completion shall be extended for that period of delay. There shall be no damages or adjustments for delay in construction regardless of cause.

5.3.1 If construction activity, through no fault of Builder, does not commence within 180 days of the effective date of this Contract, then the Builder has the right to re-price the Contract. Any Owner imposed delays, disruption of schedule, adjustments to time of completion, or cessation of construction activity shall carry a charge as described in Section 9.2.

5.4 Builder agrees that, during and upon completion of the work, Builder shall remove all waste, materials and rubbish from and about the project as well as Builder's tools, construction equipment, machinery and surplus materials, and shall leave the work areas "broom clean". Owner understands and agrees that possession of the improvements and the appropriate keys shall be delivered to Owner at the time of completion, provided all payments due under this Contract, including extras and expenditures in excess of the stated allowances have been paid by Owner to Builder.

5.5 After the work is substantially complete, Owner may submit a written request for occupancy to Builder. The date of substantial completion of the project or a specified part of the project is the date when the construction is sufficiently completed, in accordance with this Contract, so that the project or specified part of the project can be utilized for the purpose for which it was intended and a use and occupancy permit shall have been duly issued by the appropriate governmental authorities. Within a reasonable time after the written request, Owner and Builder shall arrange a mutually convenient time for final inspection. Following the inspection, Owner and Builder shall compile a final completion punch list of all the work remaining to be completed or performed pursuant to the terms of this Contract.

5.6 If the Builder fails to pursue the work in a diligent manner for reasons other than those stated in the Contract, Owner may, at its option, declare the Builder in default of the Contract and after notice and cure times have expired terminate this Contract as set forth in Section 9.1.

SECTION SIX LABOR AND MATERIALS

6.1 The cost of labor is included in the Contract Price. When calculations are made for Change Orders, extras, allowances and overages, the cost of labor will be charged according to Builder's standard labor rates plus a Builder Margin of 20%.

By way of example only, if Builder's actual Cost for an item is \$80, applying a 20% margin results in a Sales Price for that item of \$100. The \$20 is 20% of the sales price. This reflects Builder's overhead of 12% (\$12) and a profit of 8% (\$8).

Builder, unless otherwise specifically noted, shall provide and pay for all labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation and other facilities and services necessary for the completion of the improvements in accordance with this Contract.

Owner:

A. H. / S. S.

Builder also warrants to Owner that all materials and equipment incorporated in the work will be new unless otherwise specified and will be installed in a fashion that will not void manufacturer's warranty.

6.2 In order to keep the construction project moving in a timely manner, if any materials in the specifications are not immediately available at the time they are needed, Builder may at Builder's discretion change or substitute other materials provided that the materials so substituted shall be of comparable kind and quality. If feasible Builder will make best efforts to notify Owner in advance of any such substitutions.

6.3. Owner agrees to make all selections prior to commencement of construction. Owner-supplied items are discouraged and will incur extra costs as a Change Order. Owner acknowledges that failure to make selections in a timely manner will delay completion of the house and may result in increased costs. In the event Owner makes a selection that is not available when needed, Builder may install an available replacement of like kind and quality after notifying Owner so that there is no delay in the construction schedule. Any additional costs that may be incurred as a result of substitution shall be paid by the Owner as a Change Order. Where substitution is not practical and subcontractors' schedules are delayed and/or stopped because of unavailability, Owner may be subject to a remobilization charge as well as any cost increase in materials that occur during the delay. Draws not complete because of Owner selection unavailability, less an estimated amount for the missing items, shall continue to be paid as described in Section 4 and Exhibit B.

6.4 Any selections made by Owner from sources other than those with which the Builder normally does business shall be the sole responsibility of the Owner with regard to timeliness, payment, warranty, project quality, replacement, time delay costs as described in Section 6.03 and all costs incurred to handle any associated problems.

6.5 Any selections which require an advance deposit to order or maintain quoted prices shall be paid by Owner and credited against the appropriate draw when due.

6.6 Builder will exercise reasonable care but will not be liable for damage to any trees or shrubs or other vegetation on the property.

6.7 Builder and his subcontractors shall take all necessary precautions for the safety of and the prevention of injury, loss and/or damage to property and persons on or about the premises where work is being performed.

6.8 At no time shall labor or materials that have not been contracted for by the Builder be allowed on the project site prior to the satisfactory finish of the final completion list without the written consent of Builder. Builder will not be held responsible for any damage to or theft of any Owner's materials stored on site.

6.9 Owner agrees that construction sites are inherently dangerous and Builder cannot be expected to protect Owner from injuries. Whenever Owner visits the construction site Owner agrees Owner is assuming the risk of injury. Accordingly, Owner agrees to indemnify and release TDB and its employees and subcontractors and hold them harmless from and against all claims for personal injury and/or property damage in and about the Premises during the construction project.

SECTION SEVEN PERMITS, FEES AND ENGINEERING

7.1 Unless otherwise specified, Builder will secure all the Grading and Building permits necessary for the completion of the work under this Contract, with Owner paying for the costs and fees necessary for the Grading and/or Building Permit, per attached site allowance. Builder's trade subcontractors will secure all permits relating to their work, such as, for example, plumber, electrician, and mechanical contractor. **OWNER WILL POST ALL BONDS AS REQUIRED BY THE LOCAL JURISDICTION(S) AND/OR UTILITIES THAT ARE NECESSARY FOR THE ISSUANCE OF ANY PERMIT.**

7.2 Owner will pay for impact fees and capital assessments, if any, assessed by the local

Owner:

A. H. / S.S.

jurisdiction in which the house is located in effect at the time of contract to develop the lot or necessary for the issuance of Grading Permits and Building Permits and Utility Fees per the attached Site Budget.

7.3 Owner will pay for all engineering expenses necessary to obtain the permit(s) and/or necessary to construct the house per the attached Site Budget.

SECTION EIGHT WARRANTY

8.1 Builder warrants that upon receipt of the use and occupancy permit, the structure will be fit for habitation, constructed in a workmanlike manner, constructed according to sound engineering standards and free from faulty materials. Builder agrees to make all repairs necessitated by the installation of substantially defective materials or work done in an unworkmanlike manner which are brought to Builder's attention in writing within one (1) year of the date of completion or the date of occupancy whichever first occurs, specifically excluding, however, (a) any damage due to acts of God, (b) normal cracking caused by settlement of structure; (c) surface cracks in concrete or asphalt, mortar and/or blocks; (d) survival of grass, shrubbery, trees; (e) normal shrinkage of lumber; (f) basement water leaks created as a result of Owner changing the original grading and/or splash blocks; (g) settlement of any fill, back-fill, or existing grading within the property and the possible water damage therefrom, (h) and the proper functioning of the septic system, . The Owner shall be solely responsible for any water conditioning systems necessary. The Builder warrants the electrical, plumbing and heating ventilation and cooling systems installed by Builder for a period of two (2) years. The Builder warrants the structure of the home to be free from structural defects for a period of ten (10) years consistent with the warranty coverage as noted in Exhibit G. There are no warranties, express or implied, except as expressly set forth herein. Builder will provide Owner with third-party warranty coverage as noted in Exhibit G, which runs with the Property.

8.2 It is agreed and understood that any and all warranties and guarantees under this Contract shall be personal to the Owner and effective only for the periods stated in Section 8.1 or so long as title to the property remains in Owner's name, whichever shall occur first. Third party warranties shall last only for the term of the warrant document.

8.3 Builder warrants that title to all work, material and equipment will pass to Owner free and clear of all liens, claims, security interests or encumbrances.

SECTION NINE DEFAULT

9.1 If Owner shall fail to timely pay any sums of money due on this Contract or for additional work on the premises, or shall otherwise default or fail to substantially comply with any of the conditions of this Contract, Builder may, at his option, terminate this Contract and retain, in addition to all other remedies, all monies paid to or deposited with Builder hereunder. Should Builder elect to continue supplying materials and labor, Builder's election to do so shall not be construed as a waiver of any claim for damages Builder may have because of Owner's breach. In any event, Builder shall be permitted to recover from Owner all damages suffered by Builder including interest and reasonable attorney's fees, and in addition to take any recourse Builder may have, legal or equitable, through a civil claim, mechanic's lien or arbitration proceeding. Builder shall be entitled to reimbursement of all court costs, arbitration costs, arbitrator fees, and reasonable attorney's fees incurred as a result of the Owner's default. In the event of default by the Builder, Owner may, at Owner's option, terminate this Contract and pursue arbitration of the dispute. However, prior to termination by the Owner, the Owner shall notify the Builder of any breach, by certified mail, and the Builder shall have 30 days in which to cure said breach; in which case the Owner shall not be entitled to terminate this Contract.

9.2. Any sum due Builder which is unpaid seven (7) days after its due date, shall bear interest at the rate of 1.5% per month from date of invoice calculated on a daily basis until paid, plus all interest and other charges imposed on Builder by subcontractors or materialmen. In the event that Homeowner fails to make payment(s) per the terms of this Contract, Builder may cease providing

Owner:

A.H. / S.S.

labor and materials and halt all work until such time that full payment is received by Builder. Homeowner acknowledges that in such event, Homeowner will be liable for additional charges for re-mobilization.

9.3. In the event of any dispute between the parties, the Owner agrees that the Builder has the sole option to require that any claims made by Owner shall be submitted to arbitration in Annapolis by an arbitrator selected from a list of retired circuit court judges who shall use the rules published by the American Arbitration Association and in accordance with the laws of the State of Maryland. Notwithstanding the foregoing, this arbitration clause shall not prohibit Builder filing a Complaint to Establish and Enforce a Mechanics Lien and the Owner consents to the entry of an Order Establishing a Mechanics Lien for the full amount claimed by the Builder. Enforcement of the Mechanics Lien may be stayed by the court pending determination by the arbitrator of the final amount due to the Builder. Further, this arbitration clause shall not prevent the Builder from filing a lawsuit to collect any balances due from Owner. In the event of any claim being brought by Builder, Builder shall be entitled to reasonable attorney's fees incurred in bringing the claim.

9.4 If Owner asserts any counterclaims, Builder shall have the right to require that such claims be submitted to arbitration as noted in paragraph 9.3 above.

SECTION TEN INSURANCE AND LIABILITY

10.1 Builder agrees to keep in force at his own expense during the entire period of construction on the project such liability insurance as will protect Builder and Owner from all claims made under worker's compensation and other employee benefit laws, and liability insurance for bodily injury and death, and for property damage, that may arise as a result of this Contract. The minimum liability limits shall be \$1,000,000.00 per incident, or the limits required by law for the type of damage claimed.

10.2 Owner shall maintain Owner's own liability and property and casualty insurance during the construction of this project, and shall purchase such additional insurance as is necessary to protect Owner against claims during Builder's operations, without diminishing Builder's obligation to carry insurance. Builder requires that Owner shall obtain Owner's own Builder's Risk Insurance coverage to protect Owner's interest in the new construction.

10.3 Owner understands and agrees that if Owner enters the construction area Owner does so entirely at Owner's risk.

10.4 All work shall be performed under the direction and control of Builder, and Owner shall not use any independent contractors and Owner shall not perform any work on the house.

SECTION ELEVEN NOTICES

11.1. Any notice sent to Owner and/or Builder under this Contract shall be sent by certified mail, postage prepaid to the address given below unless previously notified by the other party, in writing, of a change of address:

Builder:	Timberlake Building and Renovations, LLC
	T/A Timberlake Design Build
Address:	304 Harry S. Truman Parkway, Suite M
	Annapolis, MD 21401
Phone:	443 837 3100
Email:	info@timberlakedb.com
Owner:	Abhijit Honrao & Shamal Shete
Address:	4060 St. John's Lane
Phone:	443.535.3018, 443.470.0622

Email: abhijit.honrao@gmail.com,
Shamal.shete25@gmail.com

**SECTION TWELVE
NO ASSIGNMENT**

12.1 This Contact is not assignable without the prior written consent of Builder and Owner.

**SECTION THIRTEEN
ALLOWANCES**

13.1 Allowances are **ESTIMATED** by the Builder for the convenience of the Owner. The dollar amount is specified in the contract or the Specifications, Scope of Work and/or the Allowances Addendum and is keyed to the Specifications of the job. Owner shall pay all Extra Charges and Overages over Allowances as a Change Order if Owner upgrades from standard specification items and/or if costs incurred exceed the Allowance amount. All upgrades and Overages on Allowances will be charged to the Owner at Builder's cost plus Builder's Margin of 20%.

By way of example only, if Builder's actual Cost for an item is \$80, applying a 20% margin results in a Sales Price for that item of \$100. The \$20 is 20% of the sales price. This reflects Builder's overhead of 12% (\$12) and a profit of 8% (\$8).

The Allowance amount includes Labor AND Material for ALL items that are being deemed as Allowance Items. If Builder at its sole option elects to give Owner a credit if the cost of a substituted Allowance Item is less than the amount provided for in the Allowance, Builder may grant to Owner a credit for the difference between the Allowance and the costs incurred by Builder including the Builder's Margin of 20%.

**SECTION FOURTEEN
PAINTING**

14.1 Builder will paint walls, ceilings, and/or trim according to the Scope of Work. If Owner chooses satin, low sheen, gloss, or semi-gloss paints Owner is advised that due to the nature of these finishes and under different lighting conditions and the varying degrees of the thickness of applications of paint, the finishes may appear uneven. Additionally, if any type of repair to drywall is made, the touch-up painting will flash.

14.2 Builder recommends that custom colors not be painted. Colors will not match well when addressing future point up and touch up work for nail pops, shrinkage, etc. Builder will not be responsible for touch up or repainting custom colors applied by Owner. Builder recommends that Owner wait approximately one year after construction to allow the house to go through a full heating and cooling cycle.

**SECTION FIFTEEN
MISCELLANEOUS**

15.1 The effective date of this Contract for all purposes shall be the date on which the last signature of any party is affixed.

15.2 **ORAL STATEMENTS OR PROMISES:** Any oral statements, representations, warranties or promises made to Owner prior to Owner's execution of this Contract by Builder or agent of Builder may not be enforceable by Owner against Builder or agent of Builder in any subsequent legal or administrative proceeding unless such statement, representations, warranties or promises are in writing and signed by Owner and Builder, or agent of Builder. Any statements, representations, warranties or promises made to Owner by Builder or agent of Builder, upon which Owner relies, and which are not contained in this printed Contract must be stated in a written addendum attached to this Contract which is to be signed by both Owner and Builder in order to make such statements, representations, warranties, or promises part of the

Owner:

A.H. / S.S.

Contract between Owner and Builder and enforceable in any legal or administrative proceeding.

A.H. / S.S.

OWNER'S ACKNOWLEDGEMENT

After ratification of this Contract, Owner must present any issues arising in the course of construction in writing to the Sales Manager. Owner hereby acknowledges that any oral statements, representations, warranties or promises made to Owner subsequent to Owner's execution of this Contract by Builder or agent of Builder may not be enforceable by Owner against Builder or agent of Builder in any subsequent legal or administrative proceeding unless such statement, representations, warranties or promises are in writing and signed by Owner and Builder, or agent of Builder. Issues arising after ratification will not be construed to materially impact the terms as contained in this Contract.

A.H. / S.S.

OWNER'S ACKNOWLEDGEMENT

15.3 Each party agrees to execute such further documents and to take such further actions as may reasonably be required in order to give full force and effect to the terms of this Contract.

15.4 Neither this Contract nor any of its provisions may be changed, waived, discharged, or terminated orally, but only by a statement in writing signed by each party against whom enforcement of the change, waiver, discharge, or termination is sought except that no such writing shall be required for Builder to effectively terminate this Contract pursuant to Section 9 hereof for Owner's default.

15.5 The provisions of this Contract shall be construed in accordance with the laws of the State of Maryland.

15.6 The captions of the sections and paragraphs of this Contract are inserted for convenience only, and shall not be deemed to constitute a part of the Contract.

15.7 This Contract and all of its provision shall be binding upon, and its benefits inure to the parties, and their respective heirs, personal representatives, and permitted successors and assigns.

15.8 If any paragraph or term of this Contract is held illegal or invalid, such illegality or invalidity shall not affect the other paragraphs or terms of the Contract which can be given effect without the invalid paragraph or term, and to this end, the paragraphs and terms of this Contract are declared to be severable.

15.9 In the event of any dispute the parties agree that the venue for all arbitrations proceedings and court proceedings shall be either Howard County or the county in which the property is located, at the sole discretion of Builder.

15.10 In case of a conflict between the Scope of Work and the architectural drawings, the written specifications, also known as "The Scope of Work", shall take precedence over the architectural drawings.

15.11 The Contract Documents shall include the plans and specifications attached, work change orders issued or to be issued and signed by Owner and Builder, execution of the Contract and by any amendments hereafter to be made and signed by the parties.

15.12 Builder shall have the right to erect signs on the construction site identifying Builder as the general contractor, which may remain on the site during the construction beginning with the date this contract is signed, unless prohibited by local statute or HOA or condominium rules

**SECTION SIXTEEN
STATUTORY REQUIREMENTS**

16. **Statutory Disclosures** - Various statutory disclosures are contained on separate

Owner:

A.H. / S.S.

addenda and exhibits to this Contract, and are hereby made a part hereof. Builder has endeavored to comply with all statutorily required disclosures and addenda. If any are missing the parties agree that missing disclosures and addenda shall not render this contract void or voidable, and that upon discovery of a missing disclosure or addendum the parties shall sign and execute such papers and append them to this contract.

Schedule of Exhibits and Addendums Attached:

- EXHIBIT A CONSTRUCTION DRAWINGS
- EXHIBIT B DRAW SCHEDULE – (or bank draw schedule if acceptable to Builder)
- EXHIBIT C ESCROW ACCOUNT REQUIREMENT
- EXHIBIT D MECHANICS LIENS, Exhibit D.1
- EXHIBIT E CERTIFICATION BY BUILDER
- EXHIBIT F NEW HOME BUILDER REGISTRATION
- EXHIBIT G NEW HOME WARRANTY COVERAGE DISCLOSURE
- EXHIBIT H PUNCH LIST PROCEDURES
- EXHIBIT I DESCRIPTION OF MATERIALS – STANDARD FEATURES
- EXHIBIT J MOLD: NOTICE, DISCLOSURE & DISCLAIMER CONTRACT
- EXHIBIT K SELECTIONS
- EXHIBIT L PRE-CONSTRUCTION MEETING
- EXHIBIT M DEVELOPMENT TIMELINE
- EXHIBIT N LIST OF PRIMARY CONTRACTORS
- EXHIBIT O PRICE REQUEST FORM
- EXHIBIT P FINANCIAL DISCLOSURE
- EXHIBIT Q HOMEOWNER'S MANUAL DISCLOSURE

OTHER (AS APPLICABLE):
LOT FINISHING ADDENDUM.
APPROVED SITE PLAN (OR PLAT) –WHEN APPROVED

IN WITNESS WHEREOF, the parties have executed this Contract in counterparts, each of which shall constitute an original, on the date or dates indicated.

Abhijit Honrao 12/31/19
Abhijit Honrao Date

Shamal Shete 12/31/19
Shamal Shete Date

Timberlake Building and Renovations, LLC Date
T/A Timberlake Design Build
By: David Lunden, President

Owner:

A.H./S.S.

**CUSTOM HOME CONTRACT ADDENDUM
EXHIBITS ATTACHED**

EXHIBIT A CONSTRUCTION DRAWINGS
EXHIBIT B DRAW SCHEDULE – (or bank draw schedule if acceptable to Builder)
EXHIBIT C ESCROW ACCOUNT REQUIREMENT
EXHIBIT D MECHANICS LIENS, Exhibit D.1
EXHIBIT E CERTIFICATION BY BUILDER
EXHIBIT F NEW HOME BUILDER REGISTRATION
EXHIBIT G NEW HOME WARRANTY COVERAGE DISCLOSURE
EXHIBIT H PUNCH LIST PROCEDURES
EXHIBIT I DESCRIPTION OF MATERIALS – STANDARD FEATURES
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EXHIBIT K SELECTIONS
EXHIBIT L PRE-CONSTRUCTION MEETING
EXHIBIT M DEVELOPMENT TIMELINE
EXHIBIT N LIST OF PRIMARY CONTRACTORS
EXHIBIT O PRICE REQUEST FORM
EXHIBIT P FINANCIAL DISCLOSURE
EXHIBIT Q HOMEOWNER’S MANUAL DISCLOSURE

OTHER (AS APPLICABLE):
LOT FINISHING ADDENDUM
FEATURES LIST
SPECIFICATIONS SPREADSHEET

CUSTOM HOME CONTRACT ADDENDUM -- STATUTORY REQUIREMENTS

Statutory Disclosures - Various statutory disclosures are contained on separate addenda and exhibits to this Contract, and are hereby made a part hereof. Home Builder has endeavored to comply with all statutorily required disclosures and addenda. If any are missing the Home Owner/Purchaser agrees that missing disclosures and addenda shall not render this contract void or voidable, and that upon discovery of a missing disclosure or addendum the parties shall sign and execute such papers and append them to this Contract. The Home Builder intends that this New or Custom Home Contract shall comply in every way with Maryland Code Requirements and RP 10-505 in incorporated herein by reference thereto.

**MD Code, Real Property, § 10-505
Custom Home Contract Requirements**

Every custom home contract between a custom home builder and the buyer must be in writing. The custom home contract shall:

- (1) Include a draw schedule that shall be set forth on a separate sheet of paper and that shall be separately signed by the buyer and the custom home builder;
- (2) Identify to the extent known the names of the primary subcontractors who will be working on the custom home;
- (3) Expressly state that any and all changes that are to be made to the contract shall be recorded as “change orders” that specify the change in the work ordered and the effect of the change on the price of the house;
- (4) Set forth in bold type whether or not the vendor or home builder is covered by a warranty program guaranteed by a third party;
- (5) Require the vendor or Home Builder to deliver to the purchaser within 30 days after each progress payment a list of the subcontractors, suppliers, or materialmen who have provided more than \$500 of goods or services to date and indicate which of them have been paid by the vendor or Home Builder; and
- (6) Require that the Home Builder provide waivers of liens from all applicable subcontractors, suppliers, or materialmen within a reasonable time after the final payment for the goods or services they provide.

Owner:

A.P./S.S.

Abhijit Honrao
Abhijit Honrao

12/31/19
Date

Shamal Shete
Shamal Shete

12/31/19
Date

David Lunden
Timberlake Building and Renovations, LLC
T/A Timberlake Design Build
By: David Lunden, President

12/31/19
Date

Owner:

A.H. / S.S.

**Timberlake Design/Build
Timberlake Building and Renovations LLC
304 Harry S. Truman Parkway, Suite M
Annapolis, MD 21401
(301) 808-7000 • (443) 837-3131
BUILDER REGISTRATION NO. 3769
Home Builder Sales Registration Number 329**

EXHIBIT A: CONSTRUCTION DRAWINGS

Owner Name: Abhijit Honrao & Shamal Shete
Custom Home Contract Dated: 12/31/19

See attached House Plans for:

The Linden Model, Elevation 1 with apartment addition
Dated 10/10/19

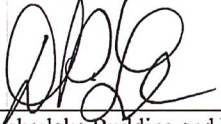
As modified by Timberlake Design/Build.


Abhijit Honrao

12/31/19
Date


Shamal Shete

12/31/19
Date


Timberlake Building and Renovations, LLC
T/A Timberlake Design Build
By: David Lunden, President

12/31/19
Date

Timberlake Design/Build
Timberlake Building and Renovations LLC
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(301) 808-7000 • (443) 837-3131
BUILDER REGISTRATION NO. 3769
Home Builder Sales Registration Number 329

EXHIBIT B: DRAW SCHEDULE – PROGRESS PAYMENTS

Owner Name: Abhijit Honrao & Shamal Shete
 Custom Home Contract Dated: 12/31/19

TOTAL SALES PRICE: \$608,935.84
 Initial Deposit \$25,000.00
 TOTAL DRAW AMOUNT: \$583,935.84

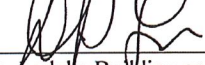
<u>DRAW #</u>	<u>Work Performed:</u>		
1	Draw due before permit is applied for	8.00%	<u>\$46,714.87</u>
2	When trees are cleared, lot excavated and graded, footings & foundation walls complete, wall check complete, termite soil treatment complete	12.00%	<u>\$70,072.30</u>
3	When outside and inside walls are in place, exterior sheathing complete, roof sheathing set	10.00%	<u>\$58,393.58</u>
4	Windows set, doors set, roof complete	8.00%	<u>\$46,714.87</u>
5	Rough-in: Plumbing, heating, air conditioning	6.00%	<u>\$35,036.15</u>
6	Rough-in: Electrical	4.00%	<u>\$23,357.43</u>
7	Insulation installed	2.00%	<u>\$11,678.72</u>
8	Exterior siding and stone installed	5.00%	<u>\$29,196.79</u>
9	Well installed	4.00%	<u>\$23,357.43</u>
10	Septic tank and drain field installed	4.00%	<u>\$23,357.43</u>
11	Fireplace and chimney complete	2.00%	<u>\$11,678.72</u>
12	Drywall taped and spackled	4.00%	<u>\$23,357.43</u>
13	Interior doors hung	1.50%	<u>\$8,759.04</u>
14	Interior trim installed	2.50%	<u>\$14,598.40</u>
15	Interior painted	4.00%	<u>\$23,357.43</u>
16	Kitchen cabinets and bathroom vanities installed	7.00%	<u>\$40,875.51</u>
17	Countertops installed	3.00%	<u>\$17,518.08</u>
18	Plumbing fixtures installed	2.00%	<u>\$11,678.72</u>
19	Well and septic complete	2.00%	<u>\$11,678.72</u>
20	HVAC complete	2.00%	<u>\$11,678.72</u>
21	Electrical and plumbing complete	2.00%	<u>\$11,678.72</u>
22	Exterior trim and painting complete	2.00%	<u>\$11,678.72</u>
23	Hardware (doorknobs, locksets, shelving, etc) installed	2.00%	<u>\$11,678.72</u>
24	Fine grading, soil stabilization and yard seeding complete House ready for occupancy.	1.00%	<u>\$5,839.36</u>


 Abhijit Honrao

12/31/19
 Date


 Shamal Shete

12/31/19
 Date


 Timberlake Building and Renovations, LLC
 T/A Timberlake Design Build
 By: David Lunden, President

12/31/19
 Date

Timberlake Design/Build
Timberlake Building and Renovations LLC
304 Harry S. Truman Parkway, Suite M
Annapolis, MD 21401
(301) 808-7000 • (443) 837-3131
BUILDER REGISTRATION NO. 3769
Home Builder Sales Registration Number 329
BUILDER REGISTRATION NO. 3769

EXHIBIT C: ESCROW ACCOUNT REQUIREMENT

Owner Name: Abhijit Honrao & Shamal Shete
Custom Home Contract Dated: 12/31/19

Consistent with the requirements of Annotated Code of Maryland, Real Property Article Subtitle 5. Custom Home Protection Act, Section 10-504. Contracts between custom home builders and buyers - Disclosures, (a) Escrow Account Requirement, the following disclosure is required to be provided on a separate addendum that shall be signed by Owner.

Deposit of funds into escrow accounts

(a)(1) Except as provided under paragraph (4) of this subsection and in subsection (e) of this section, a custom home builder who receives consideration from a buyer in connection with the performance of a custom home contract shall place the consideration into an escrow account to the extent that the consideration is a payment in advance of the completion of the labor or the receipt of the materials for which the consideration is paid.

(2) The escrow account under paragraph (1) of this subsection shall be separate and apart from the regular funds of the builder in order to assure that the advance payment in the escrow account can be returned to the buyer if the buyer becomes entitled to the return of the advance payment. However, a builder may place advance payments received in connection with more than one home into a single escrow account.

(3) If the advance payment under paragraph (1) of this subsection is made in the form of a check or draft, a custom home builder may accept the advance payment only in the name of the escrow account.

(4) If consideration received under the home contract in advance of the completion of the labor or the receipt of materials for which the consideration is paid does not total in excess of 5 percent of the home contract price, that consideration need not be placed in an escrow account under paragraph (1) of this subsection.

Withdrawals from escrow account

(b) A custom home builder may make withdrawals from an escrow account established in compliance with subsection (a)(1) of this section solely for the purpose of:

(1) Returning all or a portion of the sum of money to the buyer;

(2) Paying documented claims of persons who have furnished labor or material, including fuel, according to the draw schedule in the custom home contract for which the funds were advanced;

(3) Paying a sum of money to the custom home builder if the buyer forfeits the sum under the terms of the contract of sale; or

(4) Final payment upon the issuance of an occupancy permit or possession.

Individual escrow accounts

(c) In lieu of the escrow account required under subsection (a) of this section, a custom home builder may establish and maintain a separate escrow account for each custom home contract for which he receives consideration that he would be required to place into escrow under subsection (a) of this section. Each individual escrow account shall require the signature of both the buyer and the custom home builder for any withdrawal. Deposits and withdrawals to and from this account shall be governed by the requirements of subsections (a) and (b) of this section.

Corporate surety bonds

(d)(1) In lieu of the escrow accounts required under subsection (a) or (c) of this section, a custom home builder may obtain and maintain a corporate surety bond in the form and in the

Owner:

A.H. / S.S.

amounts required of a vendor or builder under § 10-302 of this title.

(2) The surety bond obtained shall be conditioned on the return of the sum to the buyer in the event the buyer becomes entitled to the return of the money.

(3) The custom home builder shall maintain the surety bond until the custom home builder complies with § 9-114 of this article.

Application of section

(e) This section does not apply to:

(1) A custom home contract financed by a mortgage loan issued by a federally chartered financial institution or a financial institution regulated under the Financial Institutions Article; and

(2) A sale by or through a licensed real estate broker in connection with which all sums of money in the nature of deposits, escrow money, or binder money are paid to a broker to be held in the escrow account of the broker.

ESCROW ACCOUNTS

o The builder will deposit the buyer's deposit into an escrow account at:

Name of financial institution: N/A Builder is not required to use an escrow account

Name on the account: N/A

The account number: N/A

- Buyers: make your deposit check payable to the escrow account name and number listed above.
- The builder must use the escrow account solely to hold buyer's deposits, and must keep the escrow account separate from the builder's other accounts. The law prohibits the builder from using the deposit money for its operating expenses or any other purpose.
- Money in the builder's escrow account can be withdrawn on the builder's signature alone, and you will not necessarily know if the builder withdraws the money. **For additional protection, you may want to negotiate a clause in your sales contract that requires that the deposit be put in a separate escrow account that requires both yours and your builder's signatures to withdraw.**

SURETY BONDS AND LETTERS OF CREDIT

The builder has a corporate surety bond on file with the Maryland Home Builders Registration Unit

o The builder has a letter of credit on file with the Maryland Department of Labor, Licensing and Regulation.

- The surety bond or letter of credit provides that if the builder does not properly use or return its buyers' deposits as required by law, a third party insurance company or bank will pay up to the total amount of the bond or letter of credit. The amount of the bond or letter of credit is set by law to provide at least partial coverage of the deposits of that builder's new home buyers, but may not provide full coverage for all buyer's deposits.
- To verify that your builder is covered by a corporate surety bond, call the Home Builder registration Unit at **(410) 576-6573**. To verify that your builder is covered by a letter of credit, call the Department of Labor, Licensing and Regulation at **(410) 333-6220**.
- You may make a claim on the builder's surety bond or letter of credit by sending a letter that describes your complaint and a copy of your contract to: Principal Counsel, Office of the Attorney General, Department of Labor, Licensing and Regulation, 501 St. Paul Place, Baltimore, MD 21202.

Of the three options above, Timberlake maintains a corporate surety bond.

Owner:

A.H. / S.S.

The Owner hereby certifies that he/she has received a copy of this disclosure form.

Abhijit Honrao
Abhijit Honrao

12/31/19
Date

Shamal Shete
Shamal Shete

12/31/19

Timberlake Building and Renovations, LLC
T/A Timberlake Design Build
By: David Lunden, President

12/31/19
Date

The Builder hereby certifies that it will comply with the Art. 10, Subtitle 5 of the Md. Real Property Code Ann. By using the escrow account, surety bond and/or letter of credit described above.

Timberlake Building and Renovations, LLC
T/A Timberlake Design Build
By: David Lunden, President

12/31/19
Date

Timberlake Design/Build
Timberlake Building and Renovations LLC
304 Harry S. Truman Parkway, Suite M
Annapolis, MD 21401
(301) 808-7000 • (443) 837-3131
BUILDER REGISTRATION NO. 3769
Home Builder Sales Registration Number 329

EXHIBIT D: MECHANICS' LIENS

Owner Name: Abhijit Honrao & Shamal Shete
Custom Home Contract Dated: 12/31/19

BUYER'S RISK UNDER MECHANIC'S LIEN LAWS.

Unless your builder pays each subcontractor, materialman, or supplier, the subcontractor, materialman, or supplier may become entitled to place a lien against your property in order to ensure payment to the subcontractor, materialman, or supplier for services rendered or goods delivered on or to your home. This could mean that your home could be sold to satisfy the lien. Your builder is required by law to give you periodic reports that list the subcontractors, suppliers, and materialmen who have provided more than \$500.00 of goods or services to your custom home, and indicate whether they have been paid. If at any time you have any questions or concerns about whether a subcontractor has been properly paid you should discuss them with your builder, your subcontractor, and your financing institution.

Abhijit Honrao
Abhijit Honrao

12/31/19
Date

Shamal Shete
Shamal Shete

12/31/19
Date

David Lunden
Timberlake Building and Renovations, LLC
T/A Timberlake Design Build
By: David Lunden, President

12/31/19
Date

EXHIBIT D.1 SAMPLE OF FINAL RELEASE OF LIEN

RELEASE OF LIEN BY SUBCONTRACTOR OR SUPPLIER

WHEREAS, the undersigned Subcontractor or Supplier has been employed by:

General Contractor: Timberlake Design Build

For the Building known as: _____

Building Owner: _____

The undersigned does hereby irrevocably waive and release any and all mechanic's lien claims or any other claims of any nature whatever against the above described Building and Building Owner for work done or labor or materials furnished to the Building.

Subcontractor of Supplier: _____
By: _____
Name: _____
Title: _____

Sworn to and subscribed before me this date: _____, 2018.

My commission expires _____.

SEAL

Notary Public

Timberlake Design/Build
Timberlake Building and Renovations LLC
304 Harry S. Truman Parkway, Suite M
Annapolis, MD 21401
(301) 808-7000 • (443) 837-3131
BUILDER REGISTRATION NO. 3769
Home Builder Sales Registration Number 329

EXHIBIT E: CERTIFICATION BY BUILDER

Owner Name: Abhijit Honrao & Shamal Shete
Custom Home Contract Dated: 12/31/19

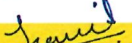
CERTIFICATION BY BUILDER

Builder hereby certifies that to the best of my knowledge, both I, my company and any business entity in which I have had an ownership interest in excess of 51 per cent have not:

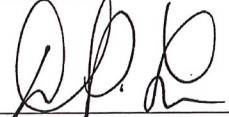
- (1) Within the past three (3) years been adjudged by a court of competent jurisdiction in Maryland to have failed to comply with any provision of the Custom Home Protection Act or the Consumer Protection Act as it applies to the construction of new homes;
- (2) Been adjudged liable for a final judgment in connection with a custom home contract, which judgment currently remains unsatisfied.


Abhijit Honrao

12/31/19
Date


Shamal Shete

12/31/19
Date


Timberlake Building and Renovations, LLC
T/A Timberlake Design Build
By: David Lunden, President

12/31/19
Date

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EXHIBIT F: NEW HOME BUILDER REGISTRATION

Owner Name: Abhijit Honrao & Shamal Shete
Custom Home Contract Dated: 12/31/19

Pursuant to the New Home Builder Registration Act of the Annotated Code of Maryland, the undersigned New Home Builder provides the following information to the initial New Home Purchaser/Owner:

1. The New Home Builder Registration Number is 3769.
2. The new home shall be constructed in accordance with all applicable building codes in effect at the time of the construction of the new home for the county or municipal corporation in which the New Home is located.
3. The performance standards or guidelines that the New Home Builder shall comply with in the construction of the new home, and which shall prevail in the performance of the contract and any arbitration or adjudication of a claim arising from the contract, shall be the performance standards or guidelines adopted at the time of the contract by the National Association of Home Builders, or any performance standards or guidelines adopted at the time of the contract by the county or municipal corporation in which the New Home is located that are equal to or more stringent than the National Association of Home Builders performance standards or guidelines.
4. The New Home Builder Registration Act provides that the initial New Home Purchaser has the right to receive at the time of the contract a New Home Consumer Information Pamphlet.

We have read the foregoing in its entirety and we have received the Information Pamphlet.


Abhijit Honrao

12/31/19
Date


Shamal Shete

12/31/19
Date


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T/A Timberlake Design Build
By: David Lunden, President

12/31/19
Date

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EXHIBIT G: NEW HOME WARRANTY COVERAGE DISCLOSURE

Owner Name: Abhijit Honrao & Shamal Shete
Custom Home Contract Dated: 12/31/19

Your new home will be covered by a new home warranty, which meets the minimum requirements established under Title 10, Subtitle 6 of the Real Property Article of the Annotated Code of Maryland. Before you sign this Contract, your Builder is required to give you a copy of the warranty coverage you will receive.

The name of the new home warranty security plan in which your Builder is currently a participant is **2-10 WARRANTY # 8803-0754**.

You are strongly encouraged to call the New Home Warranty Security Plan at the following telephone number: **800-488-8844** to verify (i) that your Builder is in good standing with this company, and; (ii) that your new home will be covered by a warranty by this company.

If the Builder is not a participant in good standing with this company on the date of this Contract, or if the new home has not been registered in the plan on or before the warranty date, then it is a material breach of the Contract and you are entitled to whatever remedies are provided by law, including, but not limited to, rescission or cancellation of this Contract and, except in the case of a construction contract for a new home built on your own property, a refund of any money paid to the Builder for your new home.

On the day that you first occupy the new home, settle on the new home, make the final payment to the builder on your new home, or obtain an occupancy permit for a new home if the new home is built on your own property, whichever is earlier, you will be provided with evidence that a new home warranty exists for your new home and that coverage begins on that date. You will be provided with a signed New Home Warranty within sixty (60) days from the date the coverage begins.

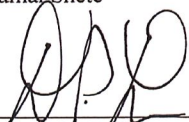
The terms used in this notice shall have the same meanings as provided in Title 10, Subtitle 6 of the Real Property Article of the Annotated Code of Maryland.


Abhijit Honrao

12/31/19
Date


Shamal Shete

12/31/19
Date


Timberlake Building and Renovations, LLC
T/A Timberlake Design Build
By: David Lunden, President

12/31/19
Date

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EXHIBIT H: PUNCH LIST PROCEDURES

Pre-Occupancy Inspection – Punch List

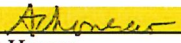
Owner Name: **Abhijit Honrao & Shamal Shete**
Custom Home Contract Dated: 12/31/19

Pre-Occupancy – Punch List:

Once a home nears completion, Builder will schedule a pre-occupancy inspection. This is an opportunity for the Owner and Builder to confirm that the home meets acceptable quality standards as stated within the Warranty Manual. A punch list of details that need attention will be included on an inspection form. Once executed by the parties, it is binding on both. No other items will be added to the punch list after the pre-occupancy inspection. Any items that are later identified are by agreement “warranty” items to be addressed and dealt with as a warranty item pursuant to the terms of the contract and NOT as a punch list item.

Thirty Day List:


After Buyer has been in the home for 30 days, Buyer will notify Builder of any new items Buyer may have discovered that are in need of correction. Builder will set up a day on which Builder can gain access to the home to address these items. Any items identified on a 30-day list are, by agreement, warranty items and will be addressed as such. Owners agree that open warranty items are not a justification to withhold payment due.


Abhijit Honrao

12/31/19
Date


Shamal Shete

12/31/19
Date


Timberlake Building and Renovations, LLC
T/A Timberlake Design Build
By: David Lunden, President

12/31/19
Date

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EXHIBIT I: DESCRIPTION OF MATERIALS

NOTE: This work described herein supersedes and replaces any prior Scope of Work prepared for the Homeowner. Homeowner acknowledges and agrees that features, selections, and specifications that were the subject of emails, or other communications between Homeowner and Builder are not included unless specifically noted herein.

Homeowner Acknowledgment:

--	--

EXECUTIVE SERIES - Included Features

Custom Exterior Features:

30 year architectural/dimensional roof shingles
Two car garage (per plan)
Professionally designed landscaping
Maintenance free designer vinyl siding
Two waterproof electric outlets
Two frost-free hose bibs

Custom Interior Features:

Two panel colonial doors
Wall to wall carpeting
Walk-in closets with ventilated shelving (per plan)
No wax resilient laundry rooms
Washer and dryer hook-ups with outside vents
3 Phone & CATV Outlets
Front door bell
Designer nickel plated brass lever style door knobs
Volume ceilings (per plan)
Crown molding in living room, foyer and dining room
Chair rail in dining room
HARDWOOD FLOORING IN FOYER, POWDER & KITCHEN
NINE FOOT CEILINGS BASEMENT & FIRST FLOOR
Upgraded base board molding
Oak railings with painted balusters

Deluxe Kitchen:

GOURMET KITCHEN W/ CENTER ISLAND
STAINLESS STEEL APPLIANCES
- 25 CUBIC FT. FROST FREE ENERGY STAR REFRIGERATOR WITH ICE MAKER
- SOUND INSULATED DISHWASHER
- 30" RADIANT GLASS TOP ELECTRIC COOKTOP (DOWNDRAFT WHEN LOCATED IN ISLAND)
- 27" DOUBLE ELECTRIC WALL OVEN
- BUILT-IN MICROWAVE
Custom quality 42" Maple Cabinets
GRANITE COUNTER TOPS W/ STAINLESS STEEL
UNDER-MOUNT SINK
Garbage disposal (where allowed)

Bath:

UPGRADED 12X12 CERAMIC TILE FLOORS/
6X6 SHOWER WALLS & TUB SURROUNDS
Custom quality cabinets
Cultured marble vanity top
Single lever faucets
Decorator mirrors
RAISED HEIGHT VANITIES (MASTER BATH)

Owner:

A.H./S.S.

Builder's Commitment to Excellence:

- Pre-construction & pre-drywall meetings
- Full pre-settlement orientation
- Full 30 Day & 1 Year inspection
- Exclusive builder's limited warranty
- Over fifty five years of construction experience
- Ten year structural warranty by third party national insurance company

Energy Saving Features:

- DRYLINE HOUSE WRAP
- R-49 insulation in attic
- R-19 insulation on exterior walls
- R-11 insulation on basement walls
- Central air conditioning
- Fiberglass insulated front entry doors
- Energy efficient low-e glass windows

Safety Features:


- Hard-wired smoke detectors
- Deadbolt lock on exterior front door
- Exterior lighting – front and rear
- HYDROJET BACK-UP SYSTEM FOR SUMP PUMP (CONDITIONAL - SITE SPECIFIC)
- Carbon monoxide (CO) detectors
- Fire suppression system



 Abhijit Honrao

12/31/19

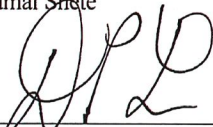
 Date



 Shamal Shete

12/31/19

 Date



 Timberlake Building and Renovations, LLC
 T/A Timberlake Design Build
 By: David Lunden, President

12/31/19

 Date

Owner:

A.H. / S.S.

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EXHIBIT J: MOLD NOTICE, DISCLOSURE & DISCLAIMER

Owner Name: Abhijit Honrao & Shamal Shete
Custom Home Contract Dated: 12/31/19

This Addendum is attached to and forms an integral part of the certain aforementioned Contract between Builder and Owner. In the event of any conflict between the items and provisions of this Addendum and those of the Contract, the items and provisions of this Addendum shall control.

Mold Disclaimer & Waiver

Whether or not you as a homeowner experience mold growth will depend largely on how you manage and maintain your home. Our responsibility as a homebuilder must be limited to the things that we can control. As explained in our written warranty, provided by separate instrument, we will repair or replace defects in our construction, (defects defined as a failure to comply with reasonable standards of residential construction). The time period covered by repairs is outlined in our written warranty in **Section I: Coverage**. We, the Builder, will not be responsible for any damages caused by mold, or by some other agent, that may be associated with actions arising after completion of our construction, to include but not be limited to property damage, personal injury, loss of income, emotional distress, death, loss of use, loss of value, and adverse health effects, or any other effects. Any implied warranties not set forth in our express warranty are hereby waived and disclaimed.

This notice, disclosure and disclaimer agreement is hereby appended to and made a part of the Contract of Sale. The consideration for this agreement shall be the same consideration as stated in the Contract of Sale. Should a court of competent jurisdiction rule any term or provision of this agreement invalid or unenforceable, the remainder of this agreement shall nonetheless stand in full force and effect.

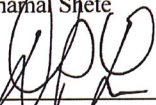
Purchaser hereby acknowledges receipt of this Notice, Disclosure and Disclaimer Agreement. Purchaser has carefully read and reviewed the terms, and agrees to the provisions contained herein. In the event of any disputes relating to this contract or its' addendums, it is agreed that the Builder shall, in its sole discretion, have the right to elect and demand arbitration of said dispute in accordance with the American Arbitration Association rules. In the event that prior to settlement Purchaser reasonably determines that water intrusion and/or mold detection has occurred, Purchaser's sole remedy shall be a full refund of all deposit monies paid under the contract. Any other claims shall be waived.


Abhijit Honrao

12/31/19
Date


Shamal Shete

12/31/19
Date


Timberlake Building and Renovations, LLC
T/A Timberlake Design Build
By: David Lunden, President

12/31/19
Date

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EXHIBIT K: SELECTIONS

Owner Name: Abhijit Honrao & Shamal Shete
Custom Home Contract Dated: 12/31/19

See attached Option Catalogue with selections noted.

Pricing in Option Catalogue is effective for options selected as of date of Contract. If additional options are selected or added by way of an Addendum after date of Contract, pricing will be that which is current as of date of said Addendum.

Abhijit Honrao
Abhijit Honrao

12/31/19
Date

Shamal Shete
Shamal Shete

12/31/19
Date

David Lunden
Timberlake Building and Renovations, LLC
T/A Timberlake Design Build
By: David Lunden, President

12/31/19
Date

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EXHIBIT L: PRE-CONSTRUCTION MEETING

Owner Name: Abhijit Honrao & Shamal Shete
Custom Home Contract Dated: 12/31/19

Pre-Construction Meeting: Prior to the actual start of construction, Builder will hold a Pre-Construction Meeting for the purpose of introducing the Owner to the site manager who will have primary responsibility of building your new home as well as any site work that is required in the lot finishing agreement. Two weeks prior to this meeting the site manager will be given all of your specs plans and options that you have selected to review for completeness and clarity. He will have the responsibility for determining if the house is ready for a Pre-Construction Meeting to move forward. Should the site manager have questions on the plans or details, for example if you are having custom built-ins etc..., the Pre-Construction Meeting could be postponed until everyone is clear as to what we are building. The purpose of the Pre-Construction Meeting is to confirm your selections, and not to make any major changes that could delay the start of your home. At the meeting you will be asked to confirm all of your selections and colors, and special attention must be paid to this, as we build by purchase orders, and the contents of the documents will be what is sent to our trade partners and how your house will be built. We strive to make sure that once the home is under construction, that we are able to deliver the house on the time that we promised this to you. Changes made late in the process will cause delays and extra costs if our trade partners have to make multiple additional trips to do their work.

Abhijit Honrao
Abhijit Honrao

12/31/19
Date

Shamal Shete
Shamal Shete

12/31/19
Date

David Lunden
Timberlake Building and Renovations, LLC
T/A Timberlake Design Build
By: David Lunden, President

12/31/19
Date

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EXHIBIT M: DEVELOPMENT TIMELINE

Owner Name: Abhijit Honrao & Shamal Shete
Custom Home Contract Dated: 12/31/19

Design Build – Engineering & Permits Timeline

Recorded Lot** From Contract to Final U&O / House Turn Over

1. Contract Execution: Day 1.
2. Engineer Selection / Contract Execution: 1 Month
3. Engineer Design Plan Preparation / Submittal to Review Agencies / Agency Approvals: 3 Months.
4. Architecture: Concurrent with item 3 above.
5. Building / Grading Permit Submittals / Acquisition from item 3 above: 3 Months
6. Building / Grading Permit Acquisition to House Construction Pre-Construction Meeting: 2 Weeks
7. House Construction Begin to Completion / U&O: 4.5 months / 18 weeks

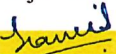
Total Time Frame From Contract Execution to Buyer Acceptance: 12 Months

** Assumes a Recorded Lot with no previous engineering approvals or permits issued.

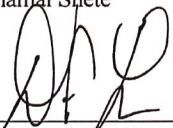
This timeline is offered as a general guide to the necessary steps in obtaining approval. Each lot is unique. Time line will be adjusted on a case-by-case basis depending on previous buyer acquired approvals or permits.


Abhijit Honrao

12/31/19
Date


Shamal Shete

12/31/19
Date


Timberlake Building and Renovations, LLC
T/A Timberlake Design Build
By: David Lunden, President

12/31/19
Date

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Home Builder Sales Registration Number 329

EXHIBIT N: TRADE/SUBCONTRACTOR LIST

Owner Name: Abhijit Honrao & Shamal Shete
 Custom Home Contract Dated: 12/31/19

It is anticipated that the following subcontractors and suppliers will provide services or material in excess of \$500 in value:

- | | | |
|------------------------------|---------------------------------|----------------------------|
| Statewide Septic and Backhoe | Green Guru | John Darvish |
| K&S Services | Robert A. Tull Plumbing | Accurate Insulation |
| Orchard Farms | Hospitality Services | CO Carpentry |
| Andy's Concrete | Edison Electric | Woody |
| Express Contracting | Power Source Electric | Lamar and Wallace |
| Express Concrete | John Darvish | DePasquale Brothers |
| Superior Pest | Allied Well Drilling | Dunn's Flooring |
| Weatherseal | Economy Propane | Capital Carpets |
| R&F Metals | Aero Propane | Mid South Building Supply |
| 84 Lumber | Environmental Stone | B&D Kitchens |
| Johnson Lumber | Vintage Security | Classic Granite and Marble |
| American Cedar and Millwork | Giamar Construction | M&R Stone |
| Carter Lumber | Masonry Masters | Ferguson |
| Colonial Sash and Sill | Miller Fire Protection | Atlantic Venetian Blinds |
| High Precision Construction | Fireside Hearth and Home | Sterling Mirror and Glass |
| Brandywine Disposal | Accurate Insulation | Progress |
| Choice Stairs | Devere Insulation | Millie's Cleaning |
| Southern Maryland HVAC | BYL | Armstrong Cleaning |
| Grove HVAC | Chesapeake Painting and Drywall | Denison Landscaping |
| | Daewon Siding | |

Abhijit Honrao
 Abhijit Honrao

12/31/19
 Date

Shamal Shete
 Shamal Shete

12/31/19
 Date

David Lunden
 Timberlake Building and Renovations, LLC
 T/A Timberlake Design Build
 By: David Lunden, President

12/31/19
 Date

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EXHIBIT O: PRICING REQUEST

Owner Name: Abhijit Honrao & Shamal Shete
Custom Home Contract Dated: 12/31/19

All requests for pricing for changes to included features and selections must be submitted by way of a Pricing Request for. Homeowner understands and agrees that oral, email, or text requests for pricing cannot be processed. The purpose of this form is to help ensure that both Homeowner and Builder understand what is being requested.

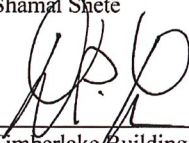
Attachment: Pricing Request Form.


Abhijit Honrao

12/31/19
Date


Shamal Shete

12/31/19
Date


Timberlake Building and Renovations, LLC
T/A Timberlake Design Build
By: David Lunden, President

12/31/19
Date

Owner:

A.H. / S.S.



PRICING REQUEST

888 Bestgate Road, Suite 411
 Annapolis, MD 21401
 Phone: (443) 837-3131
 Fax: (301) 336-0885

REQUEST NUMBER:
 DATE:

HOMEOWNER:

DESCRIPTION OF ITEM(S)

Price

PLEASE NOTE ALL PRICING REQUESTS ABOVE, ONE ITEM PER LINE

DATE NEEDED BY:

Date of Acceptance: _____

TOTAL	\$	-
	\$	-
NEW CONTRACT PRICE	\$	-

Homeowner Signature

 Timberlake Building & Renovations, LLC Authorized
 Signature

 Received by Purchasing

Timberlake Building & Renovations, LLC
 MHBR: 3769 MHIC: 121833
 www.timberlakerenovations.com

Owner:

A.H. / S.S.

**Timberlake Design/Build
Timberlake Building and Renovations LLC
304 Harry S. Truman Parkway, Suite M
Annapolis, MD 21401
(301) 808-7000 • (443) 837-3131
BUILDER REGISTRATION NO. 3769
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EXHIBIT P: FINANCIAL DISCLOSURE

Owner Name: Abhijit Honrao & Shamal Shete
Custom Home Contract Dated: 12/31/19

Owner agrees to allow the lender to disclose to Builder and/or any of its agents, any and all information regarding the Owner's mortgage loan application, the credit report, Credit scores, and any and all other information connected to Owner's mortgage loan, whether in process or approved waiting for settlement.

Abhijit Honrao
Abhijit Honrao

12/31/19
Date

Shamal Shete
Shamal Shete

12/31/19
Date

David Lunden
Timberlake Building and Renovations, LLC
T/A Timberlake Design Build
By: David Lunden, President

12/31/19
Date

Owner:

A.H. / S.S.

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EXHIBIT Q: HOMEOWNER MANUAL DISCLOSURE

Owner Name: Abhijit Honrao & Shamal Shete
Custom Home Contract Dated: 12/31/19

Owner recognizes and acknowledges that Owner has received a copy of Timberlake's Homeowner's Manual. This manual contains information concerning Builder's warranty procedures as well as home maintenance tips.

Abhijit Honrao
Abhijit Honrao

12/31/19
Date

Shamal
Shamal Shete

12/31/19
Date

[Signature]
Timberlake Building and Renovations, LLC
T/A Timberlake Design Build
By: David Lunden, President

12/31/19
Date

Owner:

A.H. / S.S.

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BUILDER REGISTRATION NO. 3769
Home Builder Sales Registration Number 329
Salesman Number: 109153

NEW CUSTOM HOME LOT FINISHING ADDENDUM

DATE OF CONTRACT:	12/31/19
HOMEOWNER:	Abhijit Honrao & Shamal Shete
ADDRESS OF PROJECT:	4060 St. John's Lane Lot 2, Ellicott City, MD 21042

SECTION ONE
LOT FINISHING WORK

1.1. **General.** Builder does hereby agree to provide Lot Finishing Services for Owner and Owner does hereby agree to pay the Lot Finishing Price, adjusted by any changes, extras or allowance items, on the "Property" as noted in this Contract.

1.2 The Lot Finishing plans and specifications described herein shall define the scope of work that the Builder is to perform and carry out in accordance with the terms of this Agreement. "Lot Finishing Work" means and includes specifically (i) access to and any required extension of public utilities to the Property and payment of extension fees, and connection and hookup charges (ii) the cost, if applicable, of a private septic system and well; (iii) actual site development including, rough and fine grading, dirt import/export, driveway, landscaping, storm water management, and erosion control; (iv) Building permit and Grading permit fees; (v) civil engineering work necessary to obtain permits, survey work, and other general engineering; (vi) landscaping and exterior property work; (vii) lead walks; (viii) propane, winter conditions, bad ground, temporary heat, concrete pumping, temporary utilities, and water pumping; (ix) and any additional exterior features not included within the footprint of the home.

1.3 Builder shall comply with all laws, ordinances, and regulations applicable to the Lot Finishing work on the Property in accordance with the terms of this Agreement. Construction shall conform to the published building codes for the jurisdiction in which the house is located, state and county building and grading codes for the jurisdiction in which the house is located, and all Lot Finishing Services shall be performed in a good and workmanlike manner and free from defective materials. Builder shall have the right to alter or vary the Lot Finishing plans and/or specifications to the extent Builder deems necessary or proper to perform the Lot Finishing Work in preparation for the construction of the improvements in compliance with the foregoing codes and to standards of grading and site preparation work commonly accepted as proper in the locality where such Lot Finishing Work will be performed, and will notify Owner of any such changes.

SECTION TWO
LOT FINISHING PRICE

2.1 Owner shall pay to Builder, for performance of the Work, the Price as noted in this Contract.

2.2 Except as otherwise provided herein there shall be no changes in the plans, specifications, adjustments to allowances or to the scope of the work thereunder, except upon the prior **written** agreement between Builder and Owner.

Where a delay is called for by the Owner in writing, a remobilization charge and any cost increase in materials, labor or new contractors that need to be acquired because of schedule disruption that occur

Owner:

A.H. / S.S.

during the interim will be paid by Owner prior to resumption of construction activity. All Change Orders shall be subject to a change order administrative fee of \$1,000.00 per change order, other than as required by Local Authority. Owner should be aware that changes requested by Owner after construction has commenced will result in delays to the timing and completion of the work.

2.3 If, after the date of this Contract, any government, governmental agency, public authority or monopoly shall change or modify the usual or customary procedures, requirements, fees, or laws affecting the construction, then any additional costs necessary to comply shall be paid by the Owner as a Change Order.

2.4 All specifications and/or designs not specifically detailed in the contract documents shall be installed in a manner that is usual and customary. Similarly, all specifications and/or designs not detailed on the architectural and/or engineered drawings shall be installed in a manner that is usual and customary.

2.5 Should conditions encountered below the surface of the ground be at variance with or incompatible with the conditions or improvements indicated by the drawings and specifications, such as rocks, ground water, unusable soil, or backfill material, the costs to correct the situation shall be paid by the Owner as a Change Order.

SECTION THREE SITE CONDITIONS

3.1. The Owner shall furnish all necessary surveys and site plans and grading plans in Owner's possession, as applicable.

3.2. The Owner shall supply to Builder any existing reports concerning subsurface investigations or explorations concerning the Property, and shall pay for any additional reports, explorations and investigations hereafter required to be prepared and/or conducted.

3.3. The parties acknowledge and agree that Builder has undertaken no subsurface investigations regarding the soil conditions of the Property and is not familiar with such conditions. In the event that Builder encounters any unforeseen subsurface conditions which materially and adversely impact upon the Work (such as rock formations, wetlands, etc.), Builder may cease the work until such time as Owner and Builder have mutually agreed upon such necessary and appropriate adjustments to the Contract Time, Contract Sum and other provisions of this Contract as are occasioned thereby. If they cannot so agree, either Builder or Owner may terminate this Contract and Builder shall be paid for all portions of the Work performed up until the date of termination.

3.4 Builder needs access to the site by way of paved road or driveway. Builder has no knowledge of the condition or specifications of the road or driveway providing access. Owner agrees that Builder is not responsible for the existing condition of access road to the property and Builder shall not be liable for any damage to roads or driveways providing access to the property.

SECTION FOUR WARRANTY

4.1 Builder warrants that the lot finishing services will be constructed in a workmanlike manner according to sound engineering standards and free from faulty materials. Builder agrees to make all repairs necessitated by the installation of substantially defective materials or work done in an unworkmanlike manner which are brought to Builder's attention in writing within one (1) year of the date of completion, specifically excluding, however, (a) any damage due to acts of God; (b) survival of grass, shrubbery, trees; (c) basement water leaks created as a result of Owner changing the original grading and/or splash blocks; (d) settlement of any fill, back-fill, or existing grading within the property and the possible water damage therefrom. (e) and the proper functioning of the septic system. There are no warranties, express or implied, except as expressly set forth herein.

Owner:

F.H. / S.S.

4.2 It is agreed and understood that any and all warranties and guarantees under this Contract shall be personal to the Owner and effective only for the periods stated in Section 8.1 or so long as title to the property remains in Owner's name, whichever shall occur first.

4.3 Builder warrants that title to all work, material and equipment will pass to Owner free and clear of all liens, claims, security interests or encumbrances.

SECTION FIVE ALLOWANCES

5.1 Allowances are **ESTIMATED** by the Builder for the convenience of the Owner. **The Allowances are based on Builder's anticipated actual costs with Builder's margin.** The dollar amount is specified in the contract or the Specifications, Scope of Work and/or the Allowances Addendum and is keyed to the Specifications of the job. Owner shall pay all Extra Charges and Overages over Allowances as a Change Order if Owner upgrades from standard specification items and/or if costs incurred exceed the Allowance amount. All upgrades and Overages on Allowances will be charged to the Owner at Builder's cost plus Builder's Margin of 20%.

By way of example only, if Builder's actual Cost for an item is \$80, applying a 20% margin results in a Sales Price for that item of \$100. The \$20 is 20% of the sales price. This reflects Builder's overhead of 12% (\$12) and a profit of 8% (\$8).

5.2 The Allowance amount includes Labor AND Material for ALL items that are being deemed as Allowance Items. If Builder at its sole option elects to give Owner a credit if the cost of a substituted Allowance Item is less than the amount provided for in the Allowance, Builder may grant to Owner a credit for the difference between the Allowance and the costs incurred by Builder including Builder's Margin of 20%.

5.3 Original site work allowances are established on the minimum amount of work necessary to construct the home and driveway based on Builder's judgment and experience with similarly situated lots. As each lot has different characteristics and features, and each jurisdiction has different requirements, the final site work numbers can change from the initial budgets. Once all governmental reviews are complete, Builder will have a better understanding of adjustments to the allowed items. Builder will update the site work budget and review with Owner at the pre-construction meeting.

5.4 Should Builder encounter costs that are in excess of the allowance budgets, Builder will notify Owner as soon as reasonably practical of any increases. Builder manages site work budget by total costs, not on a line item basis. Accordingly, savings achieved in any category shall be applied to categories where there may be increased costs.

SECTION SIX EXHIBITS

6.1 The following items are Exhibits to this agreement:

- (1) County approved site plan(s) (if not approved at time of contract, final site plan(s) will be attached once approved).
- (2) Site Work Budget Spreadsheet.


Abhijit Honrao

12/31/19
Date


Shamal Shete

12/31/19
Date

Owner:

A.M./S.S.



Timberlake Building and Renovations, LLC
T/A Timberlake Design Build
By: David Lunden, President

12/31/15
Date

Owner:

A.H. / S.S.

LOT FINISHING AGREEMENT EXHIBIT 2

LOT FINISHING ESTIMATE

Site Work Budget Allowances:			BUILDER NOT RESPONSIBLE FOR REPAIRS TO ROAD DUE TO CONSTRUCTION OF			
11/20/2019	Abhijit Honrao		UPDATED			
Property Address:	4060 St. John's Lane	BUDGET AT	AS NEEDED	NEWSTAR	ACTUAL	ORIG CONTR
County: Howard	Ellicott City, MD 21042	CONTRACT		CODE		WITH BLD's
Design:	Architectural Design Fee					MARGIN
	SUBTOTAL DESIGN FEES	-		2212		-
County Fees:	Building & Utility Permits	4,539.00		2012		5,673.75
County Fees:	New Construction Residential Single Family \$0.18 x 7,773	1,399.14				1,399.14
County Fees:	Moderate Housing Income Unit (MIHU) \$2.65 x 7,773	20,598.45				20,598.45
County Fees:	County Water/Sewer Permit Fee	1,200.00		2038		1,200.00
County Fees:	Grading permit/site permit fee	1,125.00		2218		1,125.00
County Fees:	Md guaranty Fund	50.00		2013		50.00
County Fees:	School Impact fee \$4.75 x Gross Liveable (7,773 sf)	\$ 34,921.75		2018		36,921.75
County Fees:	Transport fee	-		2022		-
County Fees:	Public Safety fee/tree fee	\$0		2063		\$0
County Fees:	Solid waste fee	\$0		2038		-
County Fees:	SWM Revkw fee	-		2031		-
County Fees:	Septic permit	-		2023		-
County Fees:	Well permit	\$0.00		2024		\$0.00
County Fees:	Excise tax \$1.50 x Gross Liveable (7,773 sf)	11,659.50		2011		11,659.50
County Fees:	SDOC fees WSSC, Mont. & Prince George	-		2098		-
County Fees:	New Residential Filing Fee	100.00				100.00
County Fees:	Foundation Permit Fee	200.00				200.00
County Fees:	Tech Fee	76.00				76.00
	SUB TOTAL COUNTY/AGENCY FEES	77,868.84				77,868.84
Lot Specific Allowance:	Demolition	-		2046		-
Lot Specific Allowance:	Sewer and Water from main to property line	12,000.00		2039		-
Lot Specific Allowance:	Water/Sewer House From tap to house	5,500.00		2049		6,875.00
Lot Specific Allowance:	Tree Conservation Plantings/Fees	\$ -		2054		-
Lot Specific Allowance:	Tank and or pumps to meet fire sprinkler code	-		2095		-
Lot Specific Allowance:	Electric Connection Fee	2,500.00		2110		3,125.00
Lot Specific Allowance:	Engineering including stakeout	15,000.00		2200		18,750.00
Lot Specific Allowance:	Clearing (to include culvert pipes if applicable)	-		3003		-
Lot Specific Allowance:	Excavation (Area Figures)	6,000.00		2313		7,500.00
Lot Specific Allowance:	SWM Drywells/Rain Gardens	9,000.00		2320		11,250.00
Lot Specific Allowance:	Earth Hauling / Lot Balancing	5,500.00		2360		6,875.00
Lot Specific Allowance:	Sediment Control	5,000.00		2410		6,250.00
Lot Specific Allowance:	Root pruning	-		2414		-
Lot Specific Allowance:	Tree protection	-		2414		-
Lot Specific Allowance:	Gas Connection Fee	-		2557		-
Lot Specific Allowance:	Driveway Apron	2,500.00		3090		3,125.00
Lot Specific Allowance:	Septic	-		4210		-
Lot Specific Allowance:	Water to property/Well incl abandonment/new well	-		4310		-
Lot Specific Allowance:	Sub base for asphalt driveway	3,000.00		5909		3,750.00
Lot Specific Allowance:	Base layer asphalt	3,000.00		5910		3,750.00
Lot Specific Allowance:	Top Layer asphalt	2,000.00		5911		2,500.00
Lot Specific Allowance:	Landscape planting for house/required trees	2,500.00		7315		3,125.00
Lot Specific Allowance:	Top soil	2,000.00		7314		2,500.00
Lot Specific Allowance:	Seed (up to 15,000sq ft)	2,500.00		7320		3,125.00
	SUBTOTAL OF ALLOWANCE ITEMS	78,000.00				82,500.00
General:	FIXED BUILDING COSTS	11,000.00	11,000.00	7915		13,750.00
	pumps	2,100.00				
	dumpsters	2,000.00				
	porta	550.00				
	contig	2,000.00				
	home buyers warranty	1,000.00				
	mailbox	350.00				
	permit service	500.00				
	general labor	1,500.00				
	removal of sediment control devices	1,000.00				1,250.00
						-
						-
Total Site Work Budget:	TOTAL ALLOWANCE AT CONTRACT	166,868.84	11,000.00		-	174,118.84

Abhijit Honrao
Abhijit Honrao

12/31/19
Date

Shama Shere
Shama Shere

12/31/19
Date

Timberlake Building and Renovations, LLC
T/A Timberlake Design Build
By: David Lunden, President

12/31/19
Date

Owner:
A.H. / S.S.

Sayers, Margery

From: Puneet Mehrotra <puneetmehrotra81@gmail.com>
Sent: Tuesday, February 4, 2020 2:49 PM
To: Jung, Deb; CouncilMail
Subject: Re: Support of CB1-2020

[Note: This email originated from outside of the organization. Please only click on links or attachments if you know the sender.]

Hello,

Please support CB1-2020 or any amendments. It is critical that we halt or slow down development and let schools and communities cope with the existing growth. Specifically, the hickory ridge community, hickory ridge shopping center and merrieweather area.

Thank you,

Puneet Mehrotra

> On Jan 30, 2020, at 2:35 PM, Jung, Deb <djung@howardcountymd.gov> wrote:

>

> Thank you for contacting my office to express your support for CB1. I share your support as I believe it is important that school construction has an opportunity to catch up with the number of students who are enrolling in our school system.

>

> My best to you,

> Deb

>

> Deb Jung

> County Council Chair

> District 4

>

> -----Original Message-----

> From: Puneet Mehrotra <puneetmehrotra81@gmail.com>

> Sent: Wednesday, January 29, 2020 12:37 PM

> To: CouncilMail <CouncilMail@howardcountymd.gov>

> Subject: Support of CB1-2020

>

> [Note: This email originated from outside of the organization. Please only click on links or attachments if you know the sender.]

>

>

> Dear Ms. Jung and other county council members,

>

> I am writing in strong support of CB1-2020.

>

> I live in the Clemens Crossing neighborhood but am being redistricted at the elementary school level from Clemens Crossing to Bryant Woods Elementary school. My children are moving from a school that was at capacity to one that is SEVERELY over capacity, and is a Title 1 school, a combination that should not be tolerated. It is seemingly being done in a series of moves that opened up development in other areas of the county that had been over capacity, but at the cost of putting schools like Bryant Woods over capacity. Essentially, if you look at the entire county, the only capacity is in the West. Yet the development is happening exactly where there is no capacity. Instead the solution appears to be to ship children on buses with a known bus driver shortage that puts their lives and safety at risk, over long distances, to create seats for students in new developments.

>

> You NEED to put the brakes on development until funds have been allocated for adequate school infrastructure for ALL children. That starts with the allocation of funds for new schools from YOU, the county council.

>

> Our schools have been redistricted and we still do not have enough seats to accommodate all of our current students in a brick and mortar building, because our student population size has not been reduced, merely shuffled. CB1 provides essential additional time for YOU to identify the funds to enable our school infrastructure to catch up with the increase to student population from new development. Please vote to approve CB1. Once you have done that, PLEASE focus on finding funds that enable the building of new schools in the areas where development is happening, which is downtown Columbia.

>

> Sincerely,

> Puneet Mehrotra

> District 4

Sayers, Margery

From: Matthew Molyett <matthew@molyett.com>
Sent: Monday, February 3, 2020 6:11 PM
To: CouncilMail
Subject: Please support Councilmember Walsh and CB1

[Note: This email originated from outside of the organization. Please only click on links or attachments if you know the sender.]

The subject is the message.

Thank you,
Matthew Molyett
443-598-2441

Sayers, Margery

From: no-reply@howardcountymd.gov
Sent: Monday, February 3, 2020 5:39 PM
To: jfraser@handhrock.com
Subject: Council - Extending APFO Waiting Period - VOTE NO!

First Name: James

Last Name: Fraser

Email: jfraser@handhrock.com

Street Address: 6576 Prestwick Dr.

City: Highland

Subject: Extending APFO Waiting Period - VOTE NO!

Message:

The waiting period associated with school capacity tests is NOT supposed to be a way to punish or delay development! It is SUPPOSED to give the Board of Education time to allocate available school capacity to accommodate kids from new development. It is clear that the waiting bin DOES NOT WORK because the BoE does not allocate capacity when they have the time to do so. But, that is a reason NOT to extend the waiting period rather than the opposite. Many projects currently in the waiting bin have been there through BOTH of the recent redistricting efforts which did essentially NOTHING to accommodate projects in the waiting bin. What goal would be achieved by giving the BoE more time to ignore rules and policies they have shown NO interest in following? Under the circumstances, extending the waiting period would be a clear and obvious misuse of the authority granted to the County by the State in the APFO enabling legislation.

Sayers, Margery

From: Stephanie Mummert <skmummert@gmail.com>
Sent: Monday, February 3, 2020 5:16 PM
To: CouncilMail
Subject: Please vote FOR CB-1

[Note: This email originated from outside of the organization. Please only click on links or attachments if you know the sender.]

I thank Councilmember Walsh for leading with logic and reason in trying to slow down development in already overcrowded schools within our system. I have seen the amendment to CB-1.

I am not above pleading with you as a parent who survived the redistricting battle. My student will be staying at a school that will be progressively overcrowded by a development (at the Milk co-op parcels) that cleared their final hurdles in the approval process about a month before they would have been subject to the APFO rules.

If it were up to me, developers would have to wait longer than 7 years to be allowed to pass through the APFO test, but making them wait 7 years is better than 5. Anything is better than the "as of right development" situation we faced as Hammond ES/MS parents. Any wait time is good. A longer wait time is better.

Increasing wait times is a smart choice because time is one of the many things we always need in life and especially in this county. For HCPSS, more time gives the system the time to raise funds to build school capacity, to address long overdue deferred maintenance needs and as much as we all hate it, redistrict to balance capacity at the most overcrowded schools in the system.

I am not in your shoes but I can't think of a good reason you wouldn't support this increased wait time. At least, I can't think of a good reason that would actually benefit the students in the county. The students didn't vote for you but they bear the largest burden of each and every decision and vote you make that puts developers needs and desires ahead of the needs of the students.

Thank you for your time. I know many of you put a lot of thought into each of your votes. I may not be able to watch the meeting live but I WILL watch to try to understand all of your thoughts on this critical issue.

I hope you all vote yes, but I'm too logical to expect a unanimous yes.

Thank you so much,
Stephanie Mummert
District 3

Sayers, Margery

From: Jin Jung <jin.jung.alt@gmail.com>
Sent: Monday, February 3, 2020 4:51 PM
To: CouncilMail
Subject: Support of CB1

[Note: This email originated from outside of the organization. Please only click on links or attachments if you know the sender.]

Dear Council Members:

My name is Jin Jung and my children are students at Mount View Middle School.

I am writing in strong support of CB1-2020

Even after last contentious redistricting, Schools in Howard county are going to face high level of overcrowding in few years again. For example, Mount View middle will face upto 114% by 2022-2023. This will increase likelihood of additional temporary classrooms, quality of the environment among students such as being able to accommodate individual student's need as well as dealing with 504 plan accommodation.

Most importantly though, ever increasing student enrollment based on existing projection will always fail due to 5 year rule for home builders. That rule creates uncertainty over the projection of the growth and planning in zone (after 5 years, you do not know what developer will do). The balancing for student distribution should always happened at the head of the process (Planning). Currently, 5 year rules makes builder to bypass the most optimal time/process to balance the student distribution.

This in turn result in much more frequent needs for the school redistricting due to difference in planning based on zone and reality based on developer relizing on 5 year rule. Such mismatch in planning and realization result in disruptive school redistrict which disturbs community, students and demonstrate lack of willingness to correct the problem at best time of the process.

Please vote for the CB1-2020. This will ensure that County Council and Board of Education will be in better position to address growing need of the seats at the school at the beginning/planning of the zone and permit and result in less frequent need for the redistricting schools.

Sincerely

Jin Jung, District 5

Sayers, Margery

From: Christine Gorschboth <chornb1@umbc.edu>
Sent: Monday, February 3, 2020 4:38 PM
To: CouncilMail
Subject: Please support CB-1!

[Note: This email originated from outside of the organization. Please only click on links or attachments if you know the sender.]

Council members,

Please support CB-1 and extend development wait times. I have a sophomore at Howard High and a 6th grader at ELMS. We have been constantly living through the redistricting process. We were not always moved (though our high school changed this time), but have always been living with the stress and wonder of where our kids will attend school. In three years my son will attend Long Reach High, which by then will rival Howard in it's overcrowdedness. The overbuilding of homes has to be controlled, and **you are the people who have to do this.**

Howard High was overcrowded 10 years ago when we moved to Ellicott City when my daughter was in 1st grade. So 7 years wait in a closed area is probably not even long enough, but it is far better than 4.

It is your job to control growth and provide infrastructure. It is your job to do the right thing for the county regardless of developer wishes. It is the developer's job to develop, and your job to control it and ensure adequate infrastructure is provided for students and citizens of the county. Do you think infrastructure is adequate for our students? I do not.

Christine Gorschboth
District 2

Sayers, Margery

From: Rigby, Christiana
Sent: Monday, February 3, 2020 2:32 PM
To: Sayers, Margery
Subject: FW: APFO moratorium extension

From: Paul Sill <paul@sillengineering.com>
Sent: Monday, February 3, 2020 12:11 PM
To: Rigby, Christiana <crigby@howardcountymd.gov>
Subject: APFO moratorium extension

[Note: This email originated from outside of the organization. Please only click on links or attachments if you know the sender.]

Dear Council Member Rigby,

I am a small business owner, with my office in Lisbon, Howard County. I own and operate a civil engineering firm and do the majority of my work in Howard County, and employ eight full-time employees and two part-time employees. The recent actions taken by the Council concerning school allocations, forest conservation, and permit fees have had a negative impact on my business already, with one client pulling out of a thirteen lot subdivision and another deciding to build in Baltimore County; these two clients alone represent a sizable income stream that is now lost to me. The extension of the APFO deadline will damage my business more. I'm sure you have heard many reasons not to extend the APFO deadline, but this will directly impact myself and my employees natively. I ask that you do not extend the APFO deadlines and leave them as they currently are.

Thank you,

Paul M. Sill, PE, LEED AP
SILL ENGINEERING GROUP, LLC
PLEASE NOTE OUR NEW ADDRESS
16005 Frederick Road
Lisbon, MD 21797
Office: 443-325-5076 ext. 102
Fax: 410-696-2022
Cell: 443-878-4314
Website: www.sillengineering.com

 Please consider the environment before printing this email.

Sayers, Margery

From: Stephanie Tuite <Stephanie@fcc-eng.com>
Sent: Monday, February 3, 2020 1:17 PM
To: CouncilMail
Subject: Opposition to CB1-2020
Attachments: Stephanie Tuite.vcf

[Note: This email originated from outside of the organization. Please only click on links or attachments if you know the sender.]

Dear Council,

I know I have offered opinion and suggestion on legislation over the years on many topics, including APFO (with the previous council). I urge you to give more thought to not extending the years for school capacity testing. The Council has recently passed school surcharge legislation that will increase funding for schools, but shutting down development for an additional year will reduce revenue that is partially diverted to schools. Similar legislation was previously proposed and it was recognized that based on testimony then, that APFO was delaying development in areas of closed schools. I even testified at the prior hearing stating that "my daughter (at the time) was in an undercapacity school (then around 75%) but in a classroom of 29 (later 30 when another student came)." So having a crowded classroom can happen at an undercapacity school due to allocation of teachers as well as at overcapacity schools. Redistricting is supposed to help balance the school capacities. Some districts have well under capacity schools, while others have well over capacity schools (one example: Fulton ES – 134.7, Dayton Oaks ES – 86.4, Clarksville ES – 73.1, Pointers Run ES – 121.0, which are all in close proximity that district lines could be changed.)

Adding a year of testing will not help to reduce school crowding. Please reconsider your position on passing this legislation.

Steph



Sayers, Margery

From: no-reply@howardcountymd.gov
Sent: Monday, February 3, 2020 12:23 PM
To: timmorris@williamsburgllc.com
Subject: Council - Council Bill 1-2020

First Name: Tim
Last Name: Morris
Email: timmorris@williamsburgllc.com
Street Address: 5485 Harpers Farm RD Ste. 200
City: Columbia
Subject: Council Bill 1-2020
Message: Council Bill 1-2020 Please vote No.

Sayers, Margery

From: Scarlett Goon & Kevin Yarema <ksksyarema@gmail.com>
Sent: Monday, February 3, 2020 11:08 AM
To: CouncilMail
Subject: CB1 - 2020 High School

[Note: This email originated from outside of the organization. Please only click on links or attachments if you know the sender.]

Dear Council Members:

My name is Scarlett Goon and my children are students at Marriotts Ridge High School, Mount View Middle School, and Waverly Elementary School.

I am writing in strong support of CB1-2020.

My children have faced the possibility of redistricting twice in the past five years. Although redistricting is intended to alleviate the strain on schools, this only works for the first one or two years after redistricting has occurred. It does not provide a long term solution. Alleviating overcrowding with the use of portables to increase a school's capacity is not an ideal solution. Schools require a certain lot size to be built, based on the size of the school and area needed for parking and recess. Placement of portables generally takes over areas that the children use for recess. Also, requiring the students to walk outside the safety of their school outside to attend class in a portable is unsafe. No matter how many cameras are placed around the areas, none of our schools are gated. Therefore, anyone can walk onto school grounds and have access to kids walking from the school to the portable. This creates an unsafe environment for our students.

One solution to minimize the speed at which the school populations are growing is to slow residential building growth to allow the school systems time to find money to fund another school or expand a school's infrastructure.

Our schools have been redistricted and we still do not have enough seats to accommodate all of our current students in a brick and mortar building. CB1 provides essential additional time for our school infrastructure to catch up with the increase in student population from new development. Please vote to approve CB1.

Sincerely,

Scarlett Goon
District 7

Sayers, Margery

From: BVivrette <bvivrette@gmail.com>
Sent: Sunday, February 2, 2020 5:19 PM
To: CouncilMail
Subject: Pass CB1

[Note: This email originated from outside of the organization. Please only click on links or attachments if you know the sender.]

Listen to your constituents and the BOE reps who presented at the work session who understand the situation. Pass CB1 and slow the trend today.

Sayers, Margery

From: Eugene Summers <gene5477@gmail.com>
Sent: Saturday, February 1, 2020 8:13 PM
To: CouncilMail
Subject: Testimony for CB1-2020

[Note: This email originated from outside of the organization. Please only click on links or attachments if you know the sender.]

Esteemed council members:

My name is Eugene Summers, a resident in North Laurel area in Howard County. I would like to express my support for proposed bill CB1-2020. I would also like to express my opposition to the Amendments 1, 2 and 3.

I support CB1 because our communities desperately need time for the infrastructure to catch up with the development.

I do NOT support Amendment 1 (A1CB1) because it is out of scope of proposed bill CB1-2020. CB1 states "AN ACT altering the number of consecutive years [...]". CB1 does not state anything with respect to the threshold or percentage of maximum enrollment that would contribute to the definition of "open". A1CB1 adds an arbitrary percentage number of maximum enrollment as a condition for the retesting which is not discussed in the text of CB1 anywhere. A1CB1 is also an attempt to add another set of the APFO testing threshold (120% for 7 years while 115% for 4 years is in effect) which is significant enough to deserve thoughtful studies and public hearings. Therefore, I think A1CB1 is out of scope for CB1. I recommend A1CB1 to be proposed as a standalone bill if council members feel it is an important addition to the local laws and regulations.

I do NOT support Amendment 2 because changing from 7 years to 6 years is arbitrary and capricious.

I do NOT support Amendment 3 because changing from 7 years to 5 years is arbitrary and capricious.

Thank you for your time!

Best regards,
Eugene Summers

Sayers, Margery

From: Stacy Ichniowski <stacy@tealdragon.net>
Sent: Friday, January 31, 2020 8:43 PM
To: CouncilMail
Subject: Support for CB1

[Note: This email originated from outside of the organization. Please only click on links or attachments if you know the sender.]

Dear Council Members:

My name is Stacy Ichniowski and my children are students at Mount View Middle School and Marriotts Ridge High School.

I am writing in strong support of CB1-2020.

I am very concerned about the overcrowding in many of the Howard County Schools as well as the overwhelmed county infrastructure! It is completely unacceptable that Howard County has allowed these issues to get to this extremely overwhelmed status and that the county continues to allow developers to build without helping to support the county infrastructure adequately.

Our schools have been redistricted and we still do not have enough seats to accommodate all of our current students in a brick and mortar building. CB1 provides essential additional time for our school infrastructure to catch up with the increase to student population from new development. Please vote to approve CB1.

Sincerely,

Stacy Ichniowski
District 5

Stacy Ichniowski
stacy@tealdragon.net
TealDragon Consulting, LLC
Web Design and IT Consulting

Sayers, Margery

From: Jessie Keller <jkeller@mmhaonline.org>
Sent: Friday, January 31, 2020 9:45 AM
To: CouncilMail
Cc: Aaron Greenfield
Subject: testimony: CB1-2020
Attachments: MMHA - Howard County - CB1-2020 APFO.docx;
naa_btac_index_summary_baltimore.pdf

[Note: This email originated from outside of the organization. Please only click on links or attachments if you know the sender.]

Dear Councilmembers,

Please accept Maryland Multi-Housing Association's attached testimony on CB1-2020.

Thank You,

Jessie Keller
Government and Community Affairs Manager
Maryland Multi-Housing Association
410-413-1420
www.mmhaonline.org



Bill Title: CB1-2020

Date: January 30, 2020

Position: Oppose

This testimony is offered on behalf of Maryland Multi-Housing Association (MMHA). We are a professional trade association established in 1996, whose members consists of owners and managers of more than 210,000 rental housing homes in over 958 apartment communities. Our members house over 538,000 residents of the State of Maryland. In Howard County, our members manage over 21,700 units. Lastly, MMHA represents over 250 associate member companies who supply goods and services to the multi-housing industry.

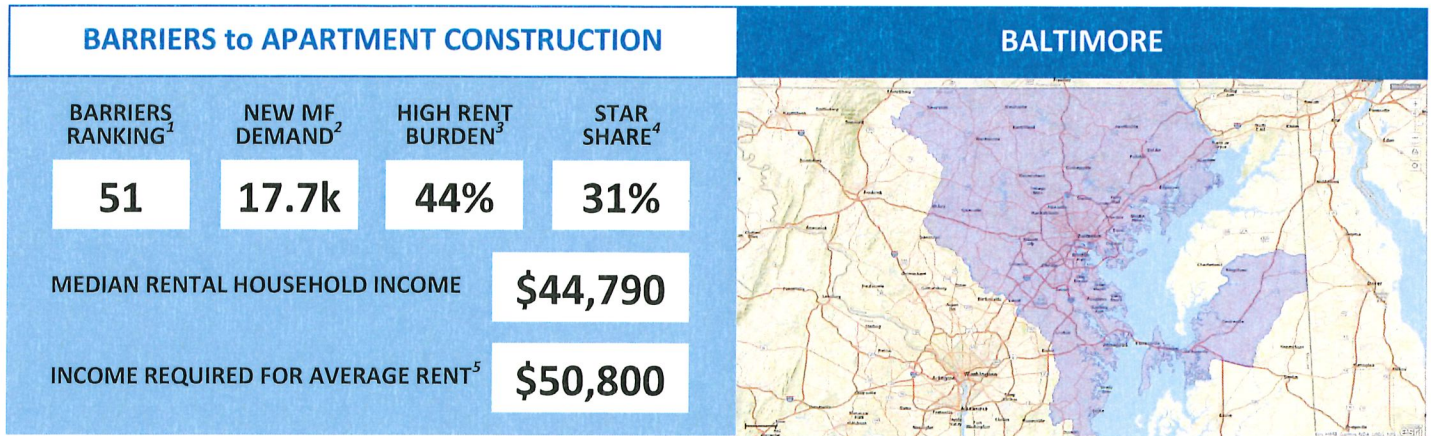
Council Bill 1-2020 increases the maximum period-of -time a residential housing project must be re-tested under the school capacity test of Howard County's Adequate Public Facilities Act.

In recent years, the Howard County Council has restricted growth and construction in Howard County. The 2018 APFO bill essentially shut down development in Howard County and the 2019 school facilities surcharge fee increase further elevated costs for those constructing new homes. Land use restrictions and delayed project approvals due to local regulations add both time and costs to projects. These added costs are frequently passed on to the end-user, in this case the renter or homebuyer.

In 2019, the National Apartment Association, of which MMHA is an affiliate of conducted a national survey "U.S. Barriers to Apartment Construction Index," to better understand factors that impact the new supply of apartments. The survey found that the approval timeline was the most significant barrier to apartment construction in the Baltimore metropolitan area which includes Howard County. Further increasing this barrier will only hinder affordability for renters and homebuyers in Howard County.

For the foregoing reasons, MMHA respectfully requests that the council vote no on CB1-2020.

Jessie Keller, MMHA Government and Community Affairs Manager, 410.412.1430

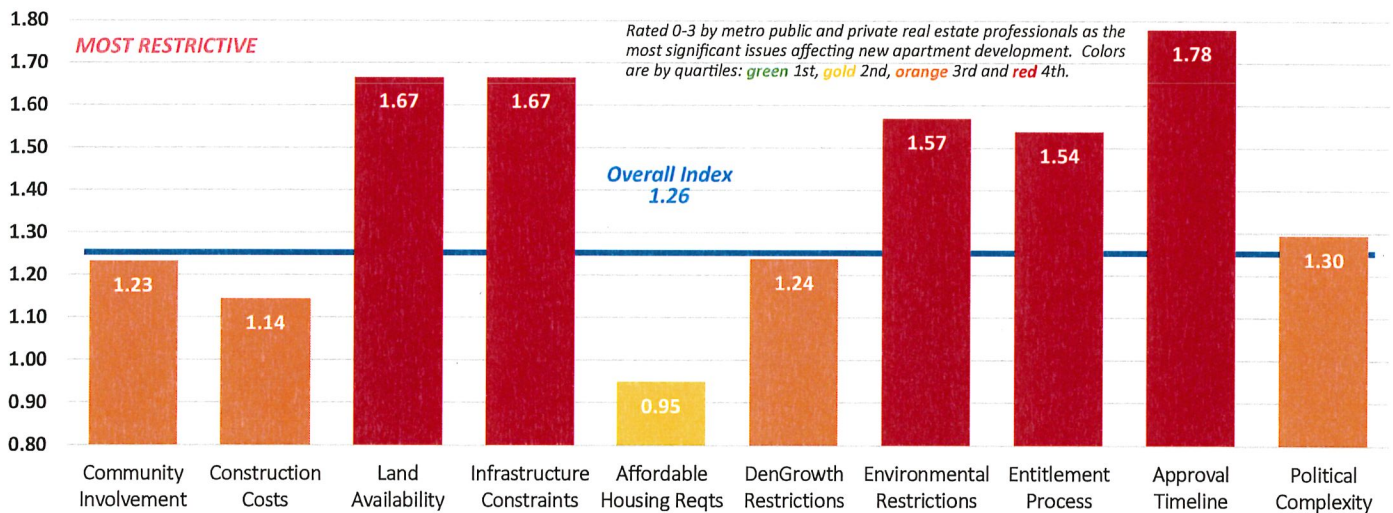


MOST RESTRICTIVE APARTMENT CATEGORIES:

- APPROVAL TIMELINE
- LAND AVAILABILITY
- INFRASTRUCTURE CONSTRAINTS

Baltimore ranks highly restricted in the bottom fourth amid softer demand when measured against other major markets. Survey respondents cite an array of barriers that shadowed the typical barriers of cost, community opposition and politics with a higher 1.26 overall index. Land availability is expected to be restrictive, along with infrastructure constraints seen in both availability and school crowding. Environmental issues center on coastal restrictions, wetlands and mitigation. Entitlement process issues include a range of council opposition, historic district and design criteria unknowns. Yet most restrictive is the typical timelines for rezoning and discretionary use permits. Metro rental incomes trend 12% below the requirement for average market rents of \$1,270. City Council has recently passed an affordable housing trust fund using future transfer taxes with a source of income provision expected in March 2019.

Barriers to Apartment Construction Subindices



BARRIERS INDEX METHODOLOGY:

These NAA HAS Barriers to Apartment Construction indices were created from over 90 apartment development, process and timing questions in ten categories and sourced digitally from real estate professionals in both the public and private realms. An initial overall metro **Barriers to Apartment Construction Index** is also plotted above.

DEFINITIONS and NOTES:

- ¹**BARRIERS RANKING** is the relative ranking among 58 major metro apartment markets based upon the average index of each metro from the least restricted to the most; ranges from 1 (Albuquerque) to 58 (San Jose). Rankings consider expert responses from throughout the extended metro that includes but not isolates the urban core.
- ²**NEW MF DEMAND** is the updated total demand for new multifamily units (in thousands) through 2030 based upon the forecasted total rental housing demand 2017-2030 from the NAA-NMHC demand study by HAS: *U.S. Apartment Demand—A Forward Look (2017)*; ranges from 3,890 (Sioux Falls) to 222,589 (New York).
- ³**HIGH RENT BURDEN** refers to that share of 2017 households spending over 35% of combined household income on rent; major metro ranges from 56% and rents of \$1,370 (Miami) to 38% and rents of \$865 (Sioux Falls) with a major metro average of 43%.
- ⁴**STAR SHARE** is that share of metro rental housing stock with five or more units HAS qualified as ***Second-Tier Affordable Rentals** or those non-institutional sites of typically lower unit count, lower quality and greater age, often overlooked as crucial affordable housing already in place. Using CoStar® ratings of 1-5 for sites of five units or more, STAR is the lower ratings of 1-2. This share ranges from 61% (Los Angeles) to 17% (Austin) with a major metro average of 36%.
- ⁵**INCOME REQUIRED FOR AVERAGE RENT** assumes a more conservative 30% of rental household income needed for the average metro contract rent.

Sayers, Margery

From: Caiyun Zhao <caiyunzhaoye@icloud.com>
Sent: Thursday, January 30, 2020 10:05 PM
To: CouncilMail
Subject: Support for CB1

[Note: This email originated from outside of the organization. Please only click on links or attachments if you know the sender.]

Dear Council Members:

My name is Caiyun Zhao and my children are students at Centennial high and Elliott Mills middle school.

I am writing in strong support of CB1-2020.

Our schools have been over crowded and CB1 provides essential additional time for our school infrastructure to catch up with the increase to student population from new development. Please vote to approve CB1.

Sincerely,

Caiyun Zhao, district 2

Sent from my iPhone

Sayers, Margery

From: Kelly Balchunas <usf1998@me.com>
Sent: Thursday, January 30, 2020 7:44 PM
To: CouncilMail
Subject: Support for CB-1

[Note: This email originated from outside of the organization. Please only click on links or attachments if you know the sender.]

Dear Council Members:

My name is Kelly Balchunas and my children are students at Mount View Middle School and Waverly Elementary School.

I am writing in strong support of CB1-2020.

Despite a recent \$60m renovation and addition to Waverly, the school remains dangerously overcrowded. Children are back in portable classrooms not 2 years post-expansion. At Mount View the hallways are overcrowded to the extent that students prefer to walk outside after lunch rather than swim against the tide in the hallways.

Redistricting did nothing to help our schools. Redistricting for capacity needs to happen in the north. We are negative seats with nowhere to go thanks to Turf Valley. And while I understand that Turf Valley isn't subject to APFO restrictions, unfettered development everywhere else in the north CAN and SHOULD be subject to APFO restrictions. The wait time simply is not enough because there is nowhere near enough infrastructure to continue to support the pace of development.

Our schools have been redistricted and we still do not have enough seats to accommodate all of our current students in a brick and mortar building. CB1 provides essential additional time for our school infrastructure to catch up with the increase to student population from new development. Please vote to approve CB1.

Sincerely,
Kelly Balchunas
D5 resident

Sayers, Margery

From: Irem <iremdemirkan@gmail.com>
Sent: Thursday, January 30, 2020 7:33 PM
To: CouncilMail
Subject: Support for CB1

[Note: This email originated from outside of the organization. Please only click on links or attachments if you know the sender.]

Dear Council Members:

My name is Dr. Irem Demirkan and my children are students at Waverly Elementary School, Mount View Middle School, and Marriots Ridge High School.

I am writing in strong support of CB1-2020.

Over the years our children have been impacted negatively due to the overcrowding of the schools. Recently, the student population at Mount View for example, projected to be **106%** for the enrollment period of September 2020-21, **112%** for the enrollment period of September 2021-22 and **114%** for the enrollment period of September 2022-2023.

Our schools have been redistricted and we still do not have enough seats to accommodate all of our current students in a brick and mortar building. CB1 provides essential additional time for our school infrastructure to catch up with the increase to student population from new development. Please vote to approve CB1.

Sincerely,

Irem Demirkan, Ph.D.
617-860-8186
iremdemirkan@gmail.com

Sayers, Margery

From: Caroline Bodziak <cbodziak@aol.com>
Sent: Thursday, January 30, 2020 3:39 PM
To: CouncilMail
Subject: CB1-2020 In support of
Attachments: CB1-2020 Longer school capacity test.docx

[Note: This email originated from outside of the organization. Please only click on links or attachments if you know the sender.]

My written testimony in favor of CB1-2020 is attached.

Thank you,

Caroline Bodziak

Caroline Bodziak
Ellicott City, MD
Jan. 30, 2020

Please vote in favor of CB1-2020, increasing the number of years from four to seven that a development project will have to wait to be built if it continues to fail the school capacity test.

I think all members of the Council have learned that it takes longer than the current 4 year waiting period to build a school – we don't really understand why, but that's the way it is. As the rule stands today, it is next to impossible for Howard County school capacity to keep up with the student population growth, leading to increased school overcrowding and wildly unpopular efforts to redistrict existing schools.

CB1-2020 is a step in the right direction. Please allow our school system the time to increase capacity by extending developers' wait time from four to seven years if they have a consistent failed school capacity test.

Sayers, Margery

From: Mike Keith <iammikesemail@gmail.com>
Sent: Thursday, January 30, 2020 10:34 AM
To: CouncilMail
Subject: CB 1-2020

[Note: This email originated from outside of the organization. Please only click on links or attachments if you know the sender.]

Hello,

Please support CB 1-2020! I find it to be weak but a step in the right direction since it's clear that schools need to catch up to development. I hope you also support it and will vote for it on 2/3. My son attends Hollifield Station and the school is so crowded already that there are portables surrounding the recess area, recess is so divided within grades (blacktop vs playground) to keep kids safe, PE has to be overly cautious due to lack of space, he's had to sit 3 to a seat on the bus at times, and so on...this isn't the HoCo we envisioned when we started school here, and of course traffic on 99 where we live has is awful with all the newer development.

Please help and vote in favor of this bill and then hold developers even more accountable, continuing on last year's momentum.

Thank you,
Michael Keith
Ellicott City resident of District 5

--

Sayers, Margery

From: Blackman, Gabrielle <blackman@kennedykrieger.org>
Sent: Thursday, January 30, 2020 10:04 AM
To: CouncilMail
Subject: CB1- 2020

[Note: This email originated from outside of the organization. Please only click on links or attachments if you know the sender.]

Dear Council Members:

My name is Gabri Blackman and my children are students at Centennial High School and Dunloggin Middle School. I am writing in strong support of CB1-2020.

Both of my children have classes in portables, and this has been the situation since starting middle school. Both of their schools are overcrowded, making it challenging to get between classes and leading to rules such as not being able to carry backpacks throughout the day at school. Dunloggin Middle School is overdue for updates, and the commencement of these updates may get pushed back even further

Our schools have been redistricted and we still do not have enough seats to accommodate all of our current students in a brick and mortar building. CB1 provides essential additional time for our school infrastructure to catch up with the increase in student population from new development. Please vote to approve CB1.

Sincerely,

Gabri Blackman

District 7

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The materials in this e-mail are private and may contain Protected Information. Please note that e-mail communication is not encrypted by default. You have the right to request further emails be encrypted by notifying the sender. Your continued use of e-mail constitutes your acknowledgment of these confidentiality and security limitations. If you are not the intended recipient, be advised that any unauthorized use, disclosure, copying, distribution, or the taking of any action in reliance on the contents of this information is strictly prohibited. If you have received this e-mail in error, please immediately notify the sender via telephone or return e-mail.

Sayers, Margery

From: Beth Shaw <bethwshaw@gmail.com>
Sent: Thursday, January 30, 2020 7:14 AM
To: CouncilMail
Subject: Support CB-1!

[Note: This email originated from outside of the organization. Please only click on links or attachments if you know the sender.]

Please pass CB-1.

Thank you!
Beth Shaw, District 2

7349 Gardenview Dr, Elkridge, MD 21075

--

Beth Shaw
443-538-2280
bethwshaw@gmail.com

Sayers, Margery

From: Laurie K <laurievjc@yahoo.com>
Sent: Wednesday, January 29, 2020 10:28 PM
To: CouncilMail
Subject: CB 1-2020

[Note: This email originated from outside of the organization. Please only click on links or attachments if you know the sender.]

Hello,

Please support CB 1-2020! I find it to be weak but a step in the right direction since it's clear that schools need to catch up to development. I hope you also support it and will vote for it on 2/3. My son attends Hollifield Station and the school is so crowded already that there are portables surrounding the recess area, recess is so divided within grades (blacktop vs playground) to keep kids safe, PE has to be overly cautious due to lack of space, he's had to sit 3 to a seat on the bus at times, and so on...this isn't the HoCo we envisioned when we started school here, and of course traffic on 99 where we live has is awful with all the newer development.

Please help and vote in favor of this bill and then hold developers even more accountable, continuing on last year's momentum.

Thank you,
Laurie Keith
Ellicott City resident of District 5

To Whom It May Concern:

I'm writing in support of council bill 1 regarding new development in areas where schools are overcrowded. For three years my daughter attended a school that was not overcrowded and she got a great education, had space to move and her teachers did not appear as stressed. For the past 7 years she has attended an overcrowded school. Although I think she has had a good education, the stress or overcrowding on her and her teachers has affected the quality of her education and mental health. Among other things there is less space to play and move, her classes are larger and teachers can't notice the emotional needs of students unless they are big troublemakers. She also was redistricted because of overcrowding which added another stress to her, her teachers and to our family. Please do whatever it takes to hold up new development until there are schools to accommodate the children that already live in that community.

Thank you,

Rachel Plotnick

Sayers, Margery

From: Rachel Plotnick <rplotnick@gmail.com>
Sent: Wednesday, January 29, 2020 2:13 PM
To: CouncilMail
Subject: Council Bill 1
Attachments: letter.docx

[Note: This email originated from outside of the organization. Please only click on links or attachments if you know the sender.]

Sayers, Margery

From: Puneet Mehrotra <puneetmehrotra81@gmail.com>
Sent: Wednesday, January 29, 2020 12:37 PM
To: CouncilMail
Subject: Support of CB1-2020

[Note: This email originated from outside of the organization. Please only click on links or attachments if you know the sender.]

Dear Ms. Jung and other county council members,

I am writing in strong support of CB1-2020.

I live in the Clemens Crossing neighborhood but am being redistricted at the elementary school level from Clemens Crossing to Bryant Woods Elementary school. My children are moving from a school that was at capacity to one that is SEVERELY over capacity, and is a Title 1 school, a combination that should not be tolerated. It is seemingly being done in a series of moves that opened up development in other areas of the county that had been over capacity, but at the cost of putting schools like Bryant Woods over capacity. Essentially, if you look at the entire county, the only capacity is in the West. Yet the development is happening exactly where there is no capacity. Instead the solution appears to be to ship children on buses with a known bus driver shortage that puts their lives and safety at risk, over long distances, to create seats for students in new developments.

You NEED to put the brakes on development until funds have been allocated for adequate school infrastructure for ALL children. That starts with the allocation of funds for new schools from YOU, the county council.

Our schools have been redistricted and we still do not have enough seats to accommodate all of our current students in a brick and mortar building, because our student population size has not been reduced, merely shuffled. CB1 provides essential additional time for YOU to identify the funds to enable our school infrastructure to catch up with the increase to student population from new development. Please vote to approve CB1. Once you have done that, PLEASE focus on finding funds that enable the building of new schools in the areas where development is happening, which is downtown Columbia.

Sincerely,
Puneet Mehrotra
District 4

Sayers, Margery

From: Puneet Mehrotra <puneetmehrotra81@gmail.com>
Sent: Wednesday, January 29, 2020 12:36 PM
To: CouncilMail
Subject: Support of CB1 2020

[Note: This email originated from outside of the organization. Please only click on links or attachments if you know the sender.]

Dear Ms. Jung and other county council members,

I am writing in strong support of CB1-2020.

I live in the Clemens Crossing neighborhood but am being redistricted at the elementary school level from Clemens Crossing to Bryant Woods Elementary school. My children are moving from a school that was at capacity to one that is SEVERELY over capacity, and is a Title 1 school, a combination that should not be tolerated. It is seemingly being done in a series of moves that opened up development in other areas of the county that had been over capacity, but at the cost of putting schools like Bryant Woods over capacity. Essentially, if you look at the entire county, the only capacity is in the West. Yet the development is happening exactly where there is no capacity. Instead the solution appears to be to ship children on buses with a known bus driver shortage that puts their lives and safety at risk, over long distances, to create seats for students in new developments.

You NEED to put the brakes on development until funds have been allocated for adequate school infrastructure for ALL children. That starts with the allocation of funds for new schools from YOU, the county council.

Our schools have been redistricted and we still do not have enough seats to accommodate all of our current students in a brick and mortar building, because our student population size has not been reduced, merely shuffled. CB1 provides essential additional time for YOU to identify the funds to enable our school infrastructure to catch up with the increase to student population from new development. Please vote to approve CB1. Once you have done that, PLEASE focus on finding funds that enable the building of new schools in the areas where development is happening, which is downtown Columbia.

Sincerely,
Puneet Mehrotra
District 4

Thank you,

Puneet Mehrotra

Sayers, Margery

From: karen Grieff <kfgrieff@gmail.com>
Sent: Wednesday, January 29, 2020 11:34 AM
To: CouncilMail
Subject: CB1 Support

[Note: This email originated from outside of the organization. Please only click on links or attachments if you know the sender.]

I support CB1 because it doesn't appear to me that the county has been able with the 4 year waiting period to adequately plan for future growth for our schools. It appears that instead of planning, the county just chooses to spend money on shifting students and disrupting our communities. This is terribly disappointing. I hope that in 7 years, the county can look at the root cause and fix our planning and zoning mess.

Karen Grieff
30 year resident of Howard County

Sayers, Margery

From: Bo (Julie) Xie <bxie2005@gmail.com>
Sent: Monday, February 3, 2020 3:59 PM
To: CouncilMail
Subject: Support CB1

[Note: This email originated from outside of the organization. Please only click on links or attachments if you know the sender.]

Dear Council Members:

My name is Bo Xie. I live in Ellicott City, MD with my husband and two kids who both attend howard county public schools (Manor Woods Elementary and Mt View Middle School).

I am writing in strong support of CB1-2020.

During the past several years, Manor Woods elementary has experienced serious overcrowding issues with the growing number of students due to new housing development. Many portable classrooms have been built on the school's field which significantly limited the kids outdoor activities. Due to lack of adequate shared space in the school building and in the parking area, the school has to limit parents' involvement in many of the school activities. As a result, I have not been able to attend their school Halloween parade in the past several years which is truly a pity for any parent.

Therefore, I strongly support CB1 as it provides essential additional time for our school infrastructure to catch up with the increase to student population from new development. Please consider the best interest of our students. Please vote to approve CB1.

Sincerely,

Bo Xie