

**IN THE MATTER OF**

**\* BEFORE THE**

**\* HOWARD**

**CORRIDOR SQUARE, LLC**

**\* COUNTY**

**\* ZONING BOARD**

**\* ZB 1130M**

\*\*\*\*\*

**EXCEPTIONS OF PROTESTANT JOEL B. HUREWITZ**

Protestant Joel B. Hurewitz (“Protestant”) submits, pursuant to Howard County Code § 16.203A(d), these Exceptions to the Report of the Zoning Board Hearing Examiner (“ZBHE”) in ZB 1130M, Corridor Square, LLC.

**EXCEPTIONS REGARDING PRELIMINARY MOTION**

The ZBHE’s response to the Motions to Disqualify is largely a cut and paste of the “Petitioner’s Opposition To Protestant Joel B. Hurewitz’s Motion To Disqualify Hearing Examiner And Zoning Counsel.” The ZBHE failed to comment directly on any of the Protestant’s cited caselaw, and showed a lack of comprehension of what is a de facto judge and what is a “collateral attack.” In fact, the issues of “collateral attack” were flipped on its head. The ZBHE improperly suggests the appropriateness of filing a declaratory ruling with the Circuit Court. This would in fact be a collateral attack on the legality of the appointments. In addition to explaining the de facto officer doctrine, the cited cases in Protestant’s Motion to Disqualify have emphasized the necessity of raising the issue of a defect in the officer’s qualifications in the

proper proceeding.” *Baker v. State*, 833 A.2d 1070, 1084, 377 Md. 567 (2003). The *Baker* Court cited numerous cases of the jurisprudence of attacking the power of a judge and concluded:

the legality of the acts of a de facto judge, or that judge's entitlement to the office, may not be collaterally attacked in a proceeding to which the de facto judge is not a party. *Id.* In this case, we have seen, the petitioner moved to quash or strike both an illegal sentence and the warrant of execution. This is a collateral attack on the petitioner's sentence. It is not a proceeding brought directly to question whether Judge Whitfill was validly holding the office of judge of the Circuit Court for Harford County when he sentenced the petitioner and signed the Warrant of Execution.

*Id.* at 1086. It is also incorrect that the ZBHE or a judge needs to have a personal issue or bias requiring disqualification. The cited federal cases in Protestant’s Motion to Disqualify had no factual issues of personal bias; instead the issues related to issues of constitutional and statutory law regarding the lawfulness of the appointments.

Additionally, while totally ignoring Charter Section 216, the ZBHE improperly relies upon Council Rule 1.015(d). Rule 1.015(d) states

Other Assistance. The Council may, by resolution or as provided in the County budget, employ such legal, financial, technical or other assistance as it may from time to time deem necessary.

Council Rule 1.015(d) is generally a restatement of Charter Section 216; however, Rule 1.015(d) contains an "or" after "resolution" that is not found in the Charter. By adding the "or," Rule 1.015(d) deviated from the structure of Charter Section 216. As written, Rule 1.015(d) allows employment of assistance (1) if it is provided in the budget or (2) if not provided in the budget, the Council may pass a resolution. There is no provision in Rule 1.1015(d) for supplementary appropriations. If the Council were to pass a resolution, and there is no money in the budget, there is no ability to pay for the assistance. This result would be contrary to the plain language of Charter Section 216. Council Rule 1.015(d) cannot effectively rewrite the superiority, meaning, interpretation, and/or application of Charter Section 216. The ZBHE stated

This Rule is explicit in stating that budget actions may take the place of resolutions within the context of certain hiring practices. There is also no Howard County Code or Charter provision that requires the Hearing Examiner to be appointed by resolution.

Report p. 10. The first quoted sentence ignores that a Council Rule cannot override the County Charter. The second sentence is conclusory and legal wrong: Charter Section 216 does in fact require a Council resolution. As the ZBHE stated “whenever possible, the statute should be read so that no word, clause, sentence or phrase is rendered superfluous or nugatory.” Report p. 27 (quoting *Whiting-Turner Contracting Co. v. Fitzpatrick*, 366 Md. 295, 302 (2001)).

The argument that the Board of Appeals Hearing Examiner and Zoning Counsel have never been appointed by Council resolution is not a defense. Rather, it is an admission that the County Council has erred for a very long time. That the position of Board of Appeals Hearing Examiner and the Zoning Counsel have always been treated as personnel matters is a truth. However, it does not make it compliant with the County Charter. The Supreme Court has recognized that the erroneous application of a Charter does not make it correct:

Such a long-standing construction of Ocean City's Charter powers (at least since the adoption of its present Charter in 1965) by the officials charged with its administration is due considerable deference by the courts when an ambiguity exists as to the proper interpretation of the Charter provisions.... **But no custom, however venerable, can nullify the plain requirements of a statute or charter provision or otherwise confer power on a legislative body. ... In other words, the unvarying construction of a charter provision by those charged with its enforcement over a long period of time cannot override the plain meaning of an unambiguous provision or extend it beyond its clear import.** ... While the City Solicitor's interpretation of the Charter provision is entitled to some weight, he, of course, has no greater power to bind the municipality than a private attorney has to bind a client. ...

*Inlet Assoc. v. Assateague House Condo.*, 313 Md. 413, 432-433, 545 A.2d 1296 (1988) (emphasis added) (internal citations omitted). Thus, if the County Solicitor or ZBHE misinterpret, or here just ignore the plain language of the County Charter, they should not be given deference.

Notably, while the ZBHE argues that it is a contractual employment matter, former Board of Appeals Hearing Examiner Katherine Taylor (“Taylor”) believes this conclusion is legally incorrect. Report p. 6. In her October 6, 2025 letter to the County Council Taylor wrote:

Also troubling is that the matter was addressed in a closed session under the rationale that it was a “personnel” matter. The Agenda for May 8, 2025, Budget Public Hearing stated: “Determination of Closed Session - Section 3-305(b)(1) to discuss a personnel matter. The topic is compensation, employment, performance evaluation, and assignment of one or more specific employees.” **This was not a proper basis to close the session. Hearing Examiners are not county employees either under their contracts or under the law.** [Footnote 4 inserted herein] **[If this were, in fact, a personnel matter regarding an employee, the law would have required that the affected “employee” be provided (1) a stated and lawful reason for the personnel action, (2) rights under Title 1 of the Howard County Code, and (3) the pay and benefits to which county employees are entitled, including participation in the county’s retirement plan, the payment of the employer’s share of employment taxes and the withholding and remittance of federal and state income taxes]. The council does not supervise, oversee, or evaluate the hearing examiners.** The only provision within the contract that provides the council with any supervisory or evaluative discretion over the hearing examiner term is the clause that states: “Termination. Hearing Examiner serves at the pleasure of the County Council who, *by a vote of two-thirds of its members*, may terminate this contract in whole or in part.”

Katherine Taylor, Letter to County Council, p. 2-3 (emphasis added) (footnote 3 and 5 omitted).

Charter Section 405(b) states in relevant part

*Powers and duties.* The County Solicitor shall be the legal advisor of the County and of its several offices, departments, boards, commissions and other agencies. **Except as otherwise provided in this Charter, no office, department, board, commission, agency or branch of the County government which receives County funds shall have any authority or power to employ or retain any legal counsel other than the County Solicitor.** The County Solicitor shall also be the legal advisor and legislative drafter for the Council, unless the Council shall specify otherwise by resolution.

(emphasis added). The highlighted provision means that the County Council, or its alternate hat as Zoning Board, cannot “employ or retain any legal counsel” except as provided in the Charter. Legal counsel are normally “hired” or “retained” by a client, and as Taylor stated as independent contractors. An employee/employer relationship is not created. However, under the context of Charter Section 405(b), it is a distinction without a relevant difference. Because the issue is

where in the Howard County Charter the authorization for legal assistance other than the County Solicitor may be found. Especially, as it pertains to the ZBHE the only relevant section is Charter Section 216:

The Council may at its discretion, and subject to the provisions in its budget or supplementary appropriation, by resolution **employ such legal**, financial or other technical advisors as it may from time to time deem necessary for the performance of any of its functions.

(emphasis added). Both Charter Sections 405(b) and 216 use the words “employ” and “legal.”

The words should be given their same meaning.<sup>1</sup> The Supreme Court has explained how to

"interpret statutory provisions that are *in pari materia* (in other words, dealing with the same subject matter) consistently with each other," if possible. [*Wash. Suburban Sanitary Comm'n v. Phillips*, 413 Md. 606, 623, 994 A.2d 411, 421 (2011)] The underlying goal of *in pari materia* is to construe two common schemes of statutes harmoniously to give full effect to each enactment. *Gargliano v. State*, 334 Md. 428, 436, 639 A.2d 675, 679 (1994). Statutes "do not need to have been enacted at the same time, or necessarily refer to each other to be construed *in pari materia*." See *Farmers & Merchants Nat'l Bank v. Schlossberg*, 306 Md. 48, 56, 507 A.2d 172, 176 (1986).

*Donlon, v. Montgomery County Public Schools*, 460 Md. 62, 188 A.3d 949, 970 (2018). So whether one believes that the ZBHE is an employee or an independent contractor, Charter Section 216 by its clear, plain, and unambiguous language requires a Council resolution. This conclusion is further supported by the language in Charter Section 204 and 206.

Additionally, Charter Section 804. - Competitive bidding states “The Purchasing Agent **shall employ** competitive bidding in accordance with policies established by the Council.” Obviously, in the context of this sentence, “employ” means “to make use of” rather than “to use or engage the services of.” “Employ” Definition and Meaning, Merriam-Webster <https://www.merriam-webster.com/dictionary/employ> Thus, returning to 405(b) and 216,

---

<sup>1</sup> Charter Section 216 uses the word “advisors” rather than counsel because in the list of “legal, financial, or other technical” it does not make logical or grammatical sense to refer to financial or technical advisors as “counsel.”

assuming arguendo that “employ” also means “to make use of.” The result is the same: Charter Section 216 requires a Council resolution to “employ”the ZBHE.

The filing of the Public Information Act requests with the Council Administrator was not only a method of making a record, but was also a means to subtly make objections to the lack of resolutions with the County Council and Office of Law. From this, the ZBHE improperly concludes that Protestant was somehow legally obligated to bring a challenge to the authority of the Board of Appeals Hearing Examiner in prior Hearing Examiner matters. Not only is this position without legal merit, but to what end would doing so have accomplished? Clearly, the motions would have been similarly rejected.

Discussion of the lawfulness of appointments of the Board of Appeals Hearing Examiner are useful for a full background, but it totally misses the issues of fact and law that the Board of Appeals Hearing Examiner and the ZBHE are two district offices with authority deriving from different authority in the Howard County Charter and County Code. As a factual matter, there was no ZBHE matter to challenge in 2022. Had it then been brought, it would have needed to include Katherine Taylor and her position as ZBHE—a position which it turns out she has never held.

Furthermore, the Zoning Counsel was not hired until early January 2026. Thus, it was impossible to challenge the failure of the Zoning Counsel to be hired by the vote of three votes of the Council earlier. Moreover, the ZBHE’s conflation is actually belied by how she signed the Report: “Zoning Board Hearing Examiner.”

## **EXCEPTIONS REGARDING THE DOCUMENTED SITE PLAN**

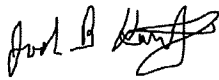
While the ZBHE states that concerns about the Memorial Park will be addressed at later phases of the development process, the Zoning Board cannot ignore the concerns. Report p. 45. This is not just a case for the rezoning for a Motor Vehicle Fueling Facility (“MVFF”). Rather, there is a documented site plan, redevelopment of portions of the cemetery and commitments regarding the cemetery from the Petitioner. Report p. 46-47.

The Report states that “the Petitioner obtain ‘quiet title’“ from anyone who has a ‘deed’ to a portion of the subject properties.”. Report p. 46. In this regard, the General Assembly on the day of Sine Die passed SB 233 “Business Regulation - Cemeteries and Abandoned Cemeteries - Sale, Transfer, or Government Acquisition and Disposition.,” the bill awaits action by the Governor. Among other provisions, the bill repealed and replaced Business Regulation Section 5-505. The bill creates new procedures for the transfer and preservation of cemeteries. The Zoning Board should include conditions presuming that SB 233 becomes law on October 1, 2026.

The Report fails to address Protestant’s concerns in the Memorandum of Law that the mausoleum might be an unlawful nonconforming use in the TOD District. Memo of Law p. 4. Lastly, the Report states “the MVFF conditional use criteria is not applicable in this matter.” Report p. 37. In other words, the ZBHE rejected the contention that the Zoning Board should consider any of the criteria for a MVFF in Howard County Zoning Regulation (“HCZR”) Section 131.0.O.2 as part of the Board’s approval of the Documented Site Plan under HCZR Section 100.0.G.2.g. Yet, HCZR Section 100.0.G.2.e. specifies that the Zoning Board may apply

additional requirements to the site plan, and in doing so should consider the MVFF criteria of  
HCZR Section 131.0.O.2.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Joel B. Hurewitz". The signature is stylized and cursive.

Joel B. Hurewitz  
joelhurewitz@gmail.com  
5681 C Harpers Farm Road  
Columbia, MD 21044  
410-992-3412

April 27, 2026

**CERTIFICATE OF SERVICE**

I, Joel B. Hurewitz, certify that on April 27, 2026 I served to the below named persons by electronic mail the attached copy of **Exceptions of Protestant Joel B. Hurewitz.**

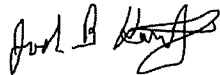
Corridor Square.LLC  
c/o Christopher DeCarlo  
Venable LLP  
210 West Pennsylvania Avenue, Suite 500  
Towson, MD 21204  
cmdecarlo@Venable.com

Nathaniel A. Forman  
O'Malley, Miles, Nylan & Gilmore  
60 West St #203  
Annapolis, MD 21401  
nforman@omng.com

David Zinner  
8112 Sea Water Path  
Columbia, MD 21045  
DavidZinner26@gmail.com

Grant Amadeus Giel, Esq.  
Law Office of G. Macy Nelson, LLC  
600 Washington Avenue, Suite 202  
Towson, MD 21204  
grant@gmacynelson.com

Respectfully submitted,



Joel B. Hurewitz  
joelhurewitz@gmail.com  
5681 C Harpers Farm Road  
Columbia, MD 21044  
410-992-3412  
April 27, 2026