

<p>IN THE MATTER OF</p> <p>COLUMBIA CONCEPTS, LLC</p> <p>PETITIONER</p>	<p>*</p> <p>*</p> <p>*</p> <p>*</p>	<p>BEFORE THE</p> <p>HOWARD COUNTY</p> <p>ZONING BOARD</p> <p>ZB 1132M</p>
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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 1132M, Columbia Concepts, LLC. Because the issues were either not fully addressed or addressed at all in the Report, the “Memorandum of Law of Protestant Joel B. Hurewitz” <https://cc.howardcountymd.gov/sites/default/files/2026-04/ZB1132M%20-%20MOL%20%28Hurewitz%29%204.1.2026.pdf> is incorporated by reference and restated herein. In addition, Protestant makes Exceptions to the Report as follows:

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” filed in ZB 1130M, Corridor Square, LLC. The ZBHE failed to comment directly on any of the Protestant’s cited caselaw. Additionally, while totally ignoring Charter Section 216, the ZBHE improperly relies upon Council Rule 1.015(d). Report p. 7.

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 1.015(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.7. The first quoted sentence ignores that a Council Rule cannot override the County Charter. The second sentence is conclusory and legally wrong: Charter Section 216 does in fact require a Council resolution. "[W]henver possible, the statute should be read so that no word, clause, sentence or phrase is rendered superfluous or nugatory." *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. 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.¹ 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

¹ 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."

in pari materia is to construe two common scribed 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, 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 NEIGHBORING CHURCH PARCEL

The Report finds that "The Village Center Redevelopment is compatible with the surrounding community." Report p. 45-46. The Report fails to address the testimony that the neighboring church parcel was all but ignored. As the testimony demonstrated there was no consideration for the church's circulation for vehicles or pedestrians. There was no consideration of drop-off and pick-up areas. Most importantly, there was no consideration of the parking needs of the church and its impact on the redevelopment area.

EXCEPTIONS REGARDING THE PARKING FOR THE NEIGHBORING CHURCH

The Report recognizes the issues regarding the parking for the church:

Petitioner must update their shared parking calculations to ensure that the church's needs are considered part of the minimum number of parking spaces for the entire development . . . Zoning Counsel recommends the Zoning Board limit surface parking except in the existing lot shared with the adjoining church and on street parking spaces.

Report p. 51. However, it was only due to the testimony of Protestant that Exhibit 1 Deed and Agreement of Easement (September 18, 1981) was entered into the record. Unfortunately, no members of the Washington Ghanaian Seventh-Day Adventist Church participated in the hearing.

The ZBHE's conclusions regarding the church parking seem somewhat inconsistent. On the one hand, the Report states "the parking discussion is important because the Zoning Board can impose minimum and maximum requirements." Report p. 51. Yet, then the Report states that "parking ratio requirements will be determined at the Comprehensive Sketch or Site Development Plan stages DPZ reviews for parking adequacy." Report p. 52. The Petitioner's parking calculations are at the bare minimum for the uses in the redevelopment area. To provide for the church parking required by Howard County regulations, the SDPs, (See Protestant's Exhibits 3 and 4) and the Deed and Agreement of Easement it is necessary to either construct more parking spaces or reduce the uses in the redevelopment area. Thus, this circles back to the authority of the Zoning Board, at this stage, to either set the minimum number of parking spaces or reduce the maximum size of the other uses. See Report p. 49.

EXCEPTIONS REGARDING THE BOUNDARIES OF THE VILLAGE CENTER

The Report states

Long Reach Village Center Master Plan 2012 page 5 (Pet. Ex. 10) mirrors the boundaries of the Long Reach Village Center proposed by Petitioner with one omission. Petitioner's concept plan includes a strip of open space on the north side of Rouse Parkway (MD 175) and to the west and south of garden style apartments not included with the application.

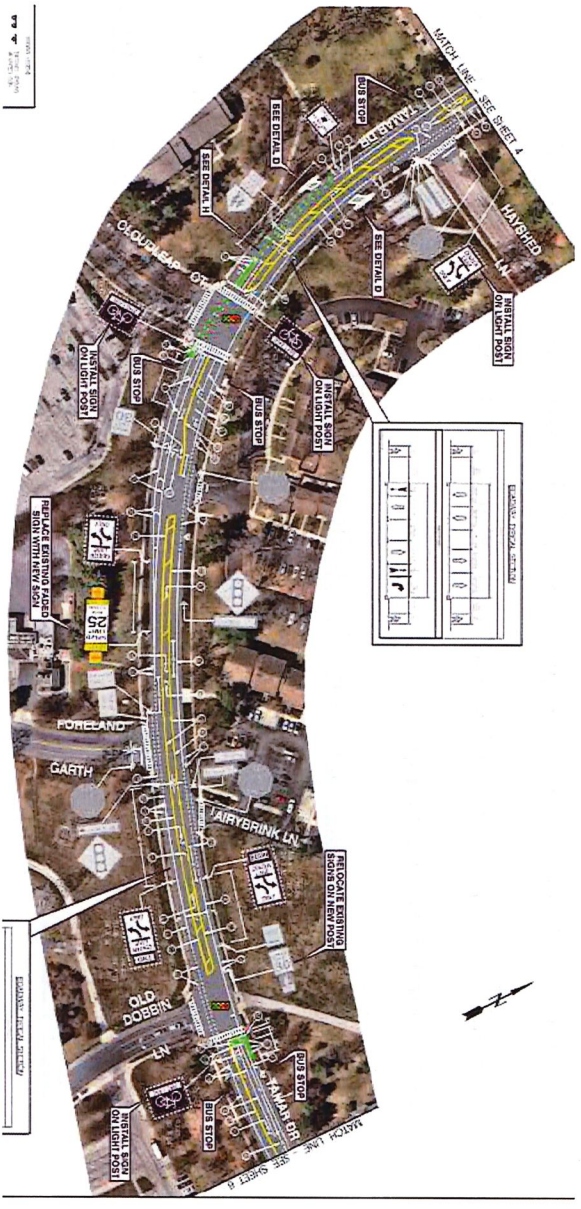
Report p. 27-28; also see Report p. 47. This strip appears in Petitioner's Exhibit 5, page 11-12 "Existing Property Matrix" and "Existing Site Inventory" but not on page 14 "Existing -Use;" page 17 "Proposed - Use;" page 19 "Proposed Site- Illustrative Plan;" page 20 "Proposed -

Building Use;” page 21 “Master Plan- Ground Floor Programming Diagram;” page 22 “Proposed - Open Space;” page 31 “Proposed Phasing;” page 33 “Street Network - Existing;” page 34 “Circulation Diagram - Non-Motorized;” page 35 “Circulation Diagram -Residential;” page 36 “Circulation Diagram - Retail & Commercial;” page 37 “Circulation Diagram -Sports Complex & Commercial Use;” and page 38 “Circulation Diagram - Loading.” Additionally, the area is not included in Petitioner's Exhibit 9 “Long Reach Village Center Parking Needs Study” Figures 3, 4, and 5. Thus, this strip appears in only two figures. The Petitioner should clarify this discrepancy. Furthermore, as Protestant testified, Exhibit 9, Figures 3, 4 and 5 include the Exxon gas station parcel which is not part of the redevelopment area.

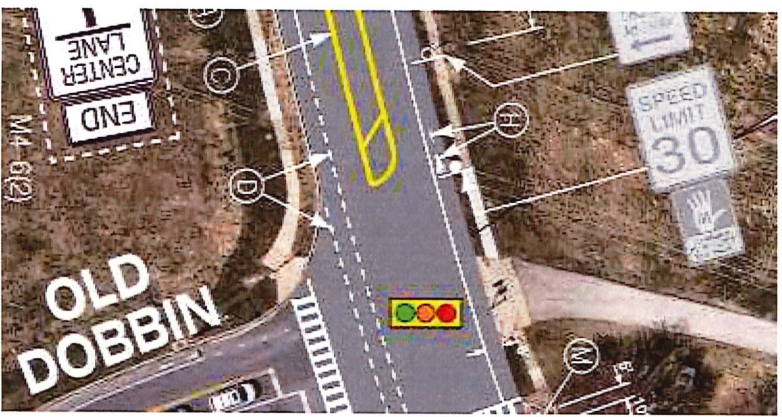
Moreover, the Report fails to address Protestant’s issues discussed in the Memorandum of Law regarding the R-12 BGE right-of-way parcel which cannot legally be subjected to the New Town Village Center redevelopment regulations.

EXCEPTIONS REGARDING THE DESCRIPTION OF TAMAR DRIVE

The Report states: Tamar Drive generally has four travel lanes within an 80-foot wide right-of-way which is owned by the County. The speed limit is 45 miles per hour." Report Page 9. The statements regarding travel lanes and speed limit are incorrect. First, only a small portion of Tamar near the Village Center has four travel lanes. Second, the speed limit on Tamar Drive is 30 mph. This is shown on the grayed speed limit signs in Petitioner's Exhibit 7, Technical Attachments, Tamar Drive Complete Streets, JMT Sheets 2 of 6; 3 of 6; and 5 of 6. <https://cc.howardcountymd.gov/sites/default/files/2026-01/Long%20Reach%20Village%20Center%20TIS%20DRAFT.pdf> Page 74 of 104; 75 of 104; and 77 of 104.



JMT Sheet 5 of 6



Blowup of Speed Limit Sign

Exhibit 7, E. Signal Warrant Analysis "Tamar Drive and Foreland Garth Traffic Signal Volume Warrant Analysis" also states "N" for "85TH PERCENTILE SPEED GREATER THAN 40 MPH ON MAJOR STREET (Y OR N)."

<https://cc.howardcountymd.gov/sites/default/files/2026-01/Long%20Reach%20Village%20Center%20TIS%20DRAFT.pdf> Page 80 of 104. Additionally, this Howard County document

“Tamar Drive Traffic Data, near Hayshed Lane” shows that the speed limit is 30 mph.

<https://www.howardcountymd.gov/sites/default/files/media/2019-01/tamar%20vol%20and%20speed%20board.pdf>

EXCEPTIONS REGARDING THE MULTI-SPORTS COMPLEX

The Report states “there are slight concerns regarding the proposed multi-sports complex and what will prevent it from developing into a destination for out-of-town competitions rather than an asset to the local community.” Report p. 36. Protestant testified and cross examined the witnesses regarding the community need and financial viability of the proposed sports complex. Both Brian Kim and Brian Shepter testified that there was never any consideration or discussion of partnering with Howard County or Columbia Association to build any of the sports facilities under current budget and planning discussion in the county including an ice rink, competition swimming pool or indoor track. It has never been made clear how the local community, which already has a high number of disadvantaged community members including immigrants, non-English speakers, FARMs students and senior residents would be financially able to patronize the sports complex. In this regard, the Report does recognize these general concerns by noting “in the event the sports complex proves infeasible.” Report p. 49.

EXCEPTIONS REGARDING OWNERSHIP INTERESTS

The Report notes that the Petitioner is the contract purchaser. Report p. 27. This only applies to the parcels owned by Howard County. The Report continues

The record does not appear to include explicit written assent by the owners; however, it includes letters documenting ownership interests for the various parcels. This information should be clarified prior to final approval of the subject petition.

Id. In this regard, it is problematic especially for the Columbia Association. The Columbia Association letter states in part:

Columbia Concepts has expressed an interest in purchasing the Property for inclusion in the Project, but a contract to purchase the Property has not yet been prepared or negotiated by the parties.

CA has reservations regarding the proposed development plan, and with the Columbia Concepts Response to CA Letter of October 9, 2025 – Long Reach Village Center Redevelopment, dated October 12, 2025 (attached herein) but recognizes the importance of reinvestment in the Long Reach Village Center and supports giving Columbia Concepts the opportunity to proceed with the Petition (as defined below), subject to the conditions stated herein.

Owner hereby authorizes Columbia Concepts to submit to the Howard County Maryland Department of Planning and Zoning (“DPZ”) a zoning petition to amend the Preliminary Development Plan for the Project (the “Petition”) that includes the Property.

* * *

5. At Owner's written request, Columbia Concepts shall terminate all petitions and written applications with respect to the Property.

6. Owner shall have the right to terminate this letter of authorization at any time by written notice to the parties hereto.


7 . Columbia Concepts acknowledges that the Property is subject to certain covenants, agreements, easements, charges, liens, restrictions, reservations and encumbrances and represents and warrants that it will take no action with respect to the Petition that will be deemed a violation thereof.

Letter from Shawn MacInnes, President/CEO Columbia Association, Oct. 15, 2025,

<https://cc.howardcountymd.gov/sites/default/files/2026-01/Owners%20Authorization%20-%20C>

[olumbia%20Association.pdf](#) Thus, Columbia Association has not given Columbia Concepts any rights to proceed other than to submit the petition for consideration by the Zoning Board.

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

May 6, 2026

CERTIFICATE OF SERVICE

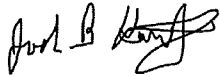
I, Joel B. Hurewitz, certify that on May 6, 2026 I served to the below named persons the attached copy of **Exceptions of Protestant Joel B. Hurewitz**.

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Respectfully submitted,



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May 6, 2026

