

IN THE MATTER OF * BEFORE THE
OLE SCAGGSVILLE, LLC * HOWARD
* COUNTY
G&R MAPLE LAWN, INC. * ZONING BOARD
* CASE ZB 1134M

**MOTION TO DISQUALIFY JOYCE NICHOLS AS ZONING BOARD
HEARING EXAMINER UNTIL SUCH TIME AS NICHOLS IS LAWFULLY
APPOINTED BY THE HOWARD COUNTY COUNCIL BY RESOLUTION**

AND

**MOTION TO DISQUALIFY NATHANIEL FORMAN AS ZONING COUNSEL
UNTIL SUCH TIME AS FORMAN IS LAWFULLY APPOINTED BY THE
HOWARD COUNTY COUNCIL BY RESOLUTION**

AND

**MOTION TO INDEFINITELY POSTPONE SCHEDULING OF ZB 1134M
UNTIL SUCH TIME AS ZONING COUNSEL NATHANIEL FORMAN IS LAWFULLY
APPOINTED BY THE HOWARD COUNTY COUNCIL BY RESOLUTION**

AND

**MOTION TO RETAIN JURISDICTION OF ZB 1134M UNTIL SUCH TIME AS JOYCE
NICHOLS IS LAWFULLY APPOINTED AS ZONING BOARD HEARING EXAMINER
BY THE HOWARD COUNTY COUNCIL BY RESOLUTION**

Protestant, Joel B. Hurewitz (“Protestant”) a resident, registered voter, and taxpayer of
Howard County, Maryland hereby moves:

1. to disqualify Joyce Nichols (“Nichols”) as Zoning Board Hearing Examiner because she lacks
a lawful appointment to her position by resolution of the Howard County Council;

2. to disqualify Nathaniel Forman as Zoning Counsel because he lacks a lawful appointment to his position by resolution of the Howard County Council;
3. for the Zoning Board to indefinitely postpone scheduling of ZB 1134M until such time as Zoning Council Nathaniel Forman is lawfully appointed by County Council resolution; and
4. for the Zoning Board to retain jurisdiction of ZB 1134M until such time as Joyce Nichols is lawfully appointed as Zoning Board Hearing Examiner by Council resolution.

In support of these motions, Protestant states as follows:

**I. THE HOWARD COUNTY COUNCIL HAS NOT MADE
APPOINTMENTS OF THE BOARD OF APPEALS HEARING
EXAMINER, ZONING BOARD HEARING EXAMINER OR
ZONING COUNSEL BY COUNCIL RESOLUTION**

On information and belief, Joyce Nichols has never been lawfully appointed to the position of Board of Appeals Hearing Examiner or Zoning Board Hearing Examiner pursuant to a County Council resolution as required by the Howard County Charter including, but not limited to, Sections 204, 206, 209, 216, and 405.

On information and belief, Nathaniel Forman has not been lawfully appointed to the position of Zoning Counsel pursuant to a County Council resolution as required by the Howard County Charter including, but not limited to, Sections 204, 206, 209, 216, and 405 and additionally did not receive three votes of the County Council as provided in Howard County Code Section 16.1000.

The Howard County County Council Administrator, Michelle R. Harrod responded to a Public Information Act request for

documents showing when the Board of Appeals Hearing Examiner, the Zoning Board Hearing Examiner, and the Zoning Counsel were appointed by County Council resolution as provided by Sections 209, 216, and 405 of the Howard County Charter.

stating that “The Howard County Council has no documents responsive to your request.”

Public Information Act Response Letter from Michelle R. Harrod, Council Administrator, to Joel Hurewitz, January 20, 2026. In other words, there are no Council resolutions regarding the appointments of the Board of Appeals Hearing Examiner, the Zoning Board Hearing Examiner, and the Zoning Counsel.



Howard County Council

George Howard Building
3430 Court House Drive
Ellicott City, Maryland 21041-4392

COUNCILMEMBERS

Opal Jones, Chair
District 2

Christian Rigby, Vice Chair
District 3

112 Walsh
District 1

Deb Jung
District 4

David Youngman
District 5

January 20, 2026

Dear Mr. Huewitz,

The following is in response to your email to Howard County Council, requesting information in accordance with the Maryland Public Information Act, 4-101 et seq. of the General Provisions Article of the Annotated Code of Maryland (the "PIA"), which this office received on January 14, 2026.

Specifically, you have asked for:

"Pursuant to the Maryland Public Information Act, please provide documents showing when the Board of Appeals Hearing Examiner, the Zoning Board Hearing Examiner, and the Zoning Council were appointed by County Council resolution as provided by Sections 209, 216, and 405 of the Howard County Charter"

The Howard County Council has no documents responsive to your request.

Pursuant to MPIA § 4-362, you are entitled to seek judicial review if you are denied inspection of a public record or are not provided with a copy, printout, or photograph of a public record as requested. Under MPIA Section 4-1B-01 et seq., you may request dispute resolution from the Public Access Ombudsman for disputes related to requests for public records. Under MPIA Section 4-1A-01 et seq., you may also file a complaint with the State PIA Compliance Board if you believe you have been unlawfully denied inspection of a public record, were charged an unreasonable fee in excess of \$350, or if your request was responded to in an untimely manner if you have first attempted to resolve a dispute through the Ombudsman and the Ombudsman issues a final determination that the dispute was not resolved.

For more information on the PIA, please visit Maryland's Office of the Attorney General website at <http://www.marylandattorneygeneral.gov/Pages/Openit.gov/you.aspx>

Sincerely,

Michele R. Harrod

Michele R. Harrod
Council Administrator

II. THE ZONING AUTHORITY IS THE HOWARD COUNTY COUNCIL SITTING AS THE HOWARD COUNTY ZONING BOARD

The Zoning Enabling Act of Howard County (Title 16, Subtitle 2) states that the zoning authority for piecemeal zoning map amendments is the Howard County Council sitting as the Howard County Zoning Board:

(a) *Zoning Authority*. This subtitle provides that the Zoning Authority of Howard County for comprehensive zoning and for amendments to the text of the Howard County regulations shall be the County Council of Howard County and the Zoning Authority of **Howard County for piecemeal zoning map amendments and decisions on development plans shall be the Howard County Zoning Board**. The Howard County Council, acting as a legislative body, reserves unto itself the authority to grant variances from the strict application of the zoning regulations with regard to governmental uses of land. This authority shall be exercised by passage of a resolution after a public hearing and a finding that the action is in the public interest.

Howard County Code (“Code”), Section 16.200(a) (emphasis added), and additionally, the Code states

(a) *Piecemeal Map Amendments and Development Plan Approvals*. It is the intention of the County Council of Howard County, in the enactment of this subtitle, to establish a **legislative agency of the County Council which shall be the Zoning Authority of Howard County for piecemeal map amendments and for decisions on development plans. The Zoning Authority so created shall be known as the Howard County Zoning Board and shall consist of the members of the County Council**. The Chairperson of the County Council may be the Chairperson of the Zoning Board; the vice Chairperson of the County Council may be the Vice Chairperson of the Zoning Board. The County Council may, at its discretion, designate other members of the County Council to be the Chairperson of the Zoning Board and vice Chairperson of the Zoning Board. This shall be accomplished annually in December. An administrative assistant to the Zoning Board shall be appointed by the Board.¹

Code Section 16.201(a) (emphasis added).

Last year, the Appellate Court of Maryland confirmed that

the Howard County Zoning Board, "consist[s] of the members of the County Council." Howard County Code of Ordinances § 16.201(a). In other words, the County Council in Howard County, a five-member elected body, "added to its legislative hat another piece

¹ There is also no evidence that the administrative assistant was ever actually appointed by the Zoning Board with a vote at a public meeting.

of headgear when it made for itself a zoning board hat" by legislative act in 1969. *Turf Valley Assocs. v. Zoning Bd. of Howard Cnty.*, 262 Md. 632, 643, 278 A.2d 574 (1971).

In the Matter of HRVC Ltd. P'ship., 338 A.3d 861, 868, 266 Md. App. 391 (2025).

As discussed herein, the County Council is obligated under the County Charter to appoint the Zoning Board Hearing Examiner and Zoning Counsel. The Council held no public meeting in violation of the County Charter and in violation of the Open Meetings Act² by approving Nichols' contracts as Board of Appeals Hearing Examiner and the extensions thereto. At the January 20, 2026 Legislative Public Hearing, Zoning Board Chair and Councilmember David Yungmann spoke about the benefits of having resumes for appointees publicly posted because of the 30 or so members of the public that might take the time to share relevant information with the Council. The same benefit will exist if the public were to have an opportunity to give testimony regarding the nominees for Board of Appeals Hearing Examiner, Zoning Board Hearing Examiner, and Zoning Counsel.

Any claim 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

² The County Council, Zoning Board, Council Administrator, and the Office of Law mistakenly believe that the appointments of the Board of Appeals Hearing Examiner, the Zoning Board Hearing Examiner, and the Zoning Counsel are not subject to the Open Meetings Act because it is an Administrative Function. This is not legally correct. These positions have been filed by approving or amending a contract. Therefore, it is a Quasi-Legislative Function subject to the Act. See 15 OMCB 19 ,22 (2021). Additionally, these positions are subject to "the enforcement of any zoning law or regulation, or any other zoning matter" inclusion (General Provisions, § 3-103(b)(2)) which specifically makes a matter which otherwise is an Administrative or Quasi-Judicial Function, including the deliberations of the Zoning Board subject to the Act. Protestant's options to pursue enforcement of the numerous violations of the Open Meetings Act are under consideration. **The County Council is on notice that any renewal of any contract with Joyce Nichols without a public meeting will be considered a violation of the Open Meetings Act: "a public body that willfully meets with knowledge that the meeting is being held in violation of this subtitle is subject to a civil penalty " (General Provisions, § 3-402(a)) and "a court may (4) declare the final action of a public body void if the court finds that the public body willfully failed to comply with § 3-301" (General Provisions, § 3-401(d)).**

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 misinterprets, or ignores the plain language of the County Charter, it should not be given deference.

Former Board of Appeals Hearing Examiner Katherine Taylor (“Taylor”) believes it to be legally incorrect that the position is a personnel matter. 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).

Additionally, Taylor stated in her letter that she did not understand why the Council, without public explanation, chose not to extend her contract in a closed meeting. She also questioned the hearing examiner contract process and asked the Council to:

(2) correct the record to include a legal justification as to why the renewal or nonrenewal of a hearing examiner contract was proper for a closed session, provide therein an explanation as to why the four prior renewal decisions were not made in closed session, and state why the 2025 decision differs from the prior decisions.

Taylor continued:

At a basic level, I deserved communication that was out in the open and handled in a professional and courteous manner. When public servants lose their jobs, or contracts, for upholding the law rather than bending to pressure, without any rational basis, public trust is the true casualty.

Similarly, the public is deprived of trust when the initial appointment and renewals were made in secret and without following the County Charter.

motion. Hearing Examiners are not simply employees either under their contract or under the law.⁴ The council does not negotiate, oversee, or evaluate the hearing examiners. The only provision within the contract that provides the council with any input or opportunity for evaluation is the hearing examiner term in the clause that states: "Termination. Hearing Examiner contracts at the pleasure of the County Council who, *at the sole discretion of the members*, may terminate his contract in whole or in part."⁵

I delayed addressing this issue with you because at the time I received the call from Liz Walsh, I was waiting for my mother who was terminally ill and who subsequently passed away. While I consider further action, I am requesting now that the council (1) correct the record to clarify that the renewal or nonrenewal of a hearing examiner contract should not have been discussed in closed session and publish the minutes of the portion of the session that should not have been closed the way it published the opinion of other open sessions, or (2) correct the record to include a legal justification to why the renewal or nonrenewal of a hearing examiner contract was proper for a closed session, provide the legal explanation to why the four prior renewal decisions were not made in closed session, and state why the 2025 decision differs from the prior decisions.

I understand and accept that the appointment of a hearing examiner—and even the decision not to renew a contract—in the Council's prerogative. I also accept that my contract was not renewed. What I do not accept is the way that was done: quietly, without transparency, under the guise of a "personnel matter,"⁶ and apparently in response to pressure from a few unhappy lawmakers. This is not the Howard County I have worked for most of my career, nor is it the way our county government should work. At a basic level, I demand compensation that was out in the open and landed in a professional

⁴ 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 withheld in kind remittance of federal and state income taxes.

⁵ The Council vote was not two-thirds, but was 3 to 2, with Councilwomen Walsh and Jung voting against the motion to "renew a contract for one specific person," which by implication was a decision not to renew my contract, and the vote to renew only one of the hearing examiner contracts.

⁶ The Minutes of the May 8, 2025, Session state that the chair moved "that the meeting be closed in accordance with Section 3-305(b)(1) of the General Provisions Article of the Annotated Code of Maryland to discuss a personnel matter, the topic was compensation, employment, performance evaluation, and assignment of one or more specific employees." The minutes state further: "Council Member Yungmann moved to renew a contract for one specific person. Council Member Rigby seconded the motion. The roll call vote called by the Administrator on the motion to renew a contract for one specific person was: Yes: Council Members Rigby, Jones, and Yungmann. No: Council Member Jung and Walsh. The motion to renew a contract for one specific person passed."

As with Taylor's, regarding the approval of Nichols' contracts as Board of Appeals Hearing Examiner, Council Administrator Michelle Harrod stated:

There are no resolutions or minutes for the approval of the contract. Ms. Rigby, Ms. Jung and Mr. Yungmann provided an affirmative approval for the fiscal year 2022 Hearing Examiner contract. Ms. Walsh was a verbal no and Dr. Jones did not respond.

Public Information Act Letter from Council Administrator Michelle R. Harrod to Joel Hurewitz, Feb. 28, 2022.



Howard County Council

George Howard Building
3430 Court House Drive
Ellicott City, Maryland 21043-4392

COUNCILMEMBERS

Opal Jones, Chair
District 2
Christiana Rigby, Vice Chair
District 3
Liz Walsh
District 1
Deb Jung
District 4
David Youngmann
District 5

February 28, 2022

Dear Mr. Hurewitz:

The following is in response to your email to Howard County Council Office, requesting information in accordance with the Maryland Public Information Act, 4-101 et seq. of the General Provisions Article of the Annotated Code of Maryland (the "PIA"), which this office received on February 24, 2022.

Specifically, you have asked for... "*...a copy of any contract for Hearing Examiner Joyce Nichols and any associated resolution and/or minutes of the County Council regarding its approval.*"

Attached to this is a copy of the Hearing Examiner contract along with the 1st and 2nd amendments for Joyce Nichols. There are no resolutions or minutes for the approval of the contract. Ms. Rigby, Ms. Jung and Mr. Youngmann provided an affirmative approval for the fiscal year 2022 Hearing Examiner contract. Ms. Walsh was a verbal no and Dr. Jones did not respond.

We are still researching our records for approval of prior year contracts and will respond to you as soon as we have that information available.

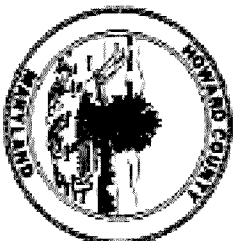
Pursuant to MPIA § 4-362, you are entitled to seek judicial review of this decision by filing a complaint in the Circuit Court for Howard County or the Circuit Court in Maryland in the County where you reside or maintain a principal place of business. You may also refer any concerns about this decision to the Public Access Ombudsman pursuant to MPIA § 4-1B-01 et seq.

For more information on the PIA, please visit Maryland's Office of the Attorney General website at <http://www.marylandattorneygeneral.gov/Pages/OpenGov/pia.aspx>

Sincerely,

Handwritten signature of Michelle R. Harrod in blue ink.

Michelle R. Harrod
Council Administrator



**SECOND AMENDMENT TO AGREEMENT FOR HEARING EXAMINER SERVICES
FOR THE HOWARD COUNTY COUNCIL**

THIS SECOND AMENDMENT TO AGREEMENT FOR HEARING EXAMINER SERVICES FOR THE HOWARD COUNTY COUNCIL is made as of this _____ day of June, 2021, between the HOWARD COUNTY COUNCIL ("County Council") and Joyce B. Nichols, Attorney at Law ("Hearing Examiner").

WHEREAS, the County Council and Hearing Examiner entered into a contract dated December 31, 2019 for Hearing Examiner to provide services as a hearing examiner (the "Agreement");

WHEREAS, Section 12 of the Agreement provides that "[s]ubject to appropriation of funds for FY2022 and successive fiscal years, at the option of the County Council, the contract may be extended for additional terms of 12 months commencing on July 1 of a fiscal year and expiring on June 30 of the fiscal year. Such extension shall be by amendment to this agreement."

WHEREAS, the County Council desires to extend the Agreement on the same terms and conditions for an additional term of 12 months commencing July 1, 2021 and expiring June 30, 2022.

WHEREAS, the Hearing Examiner desires an extension of the Agreement on the same terms and conditions for an additional term of 12 months commencing on July 1, 2021 and expiring June 30, 2022.

NOW THEREFORE, in consideration of the mutual promises herein contained, the parties agree as follows:

1. Incorporation of Recitals. The above stated recitals are incorporated into the Agreement.
2. Section 12 of the Agreement is amended to extend the expiration of the Agreement to June 30, 2022 with all other terms of Section 12 remaining unchanged.
3. All other terms and conditions of the Agreement remain unchanged and in full force and effect.

This informal action by the Council in 2022 and for any previous and subsequent approvals of the contracts for the Board of Appeals Hearing Examiner, Zoning Board Hearing Examiner, and/or Zoning Counsel were made in violation of Charter Section 204 - Action by Council:

In all of its functions and deliberations, the Council shall act as a body and shall have no power to create standing committees or to delegate any of its functions and duties to a smaller number of its members than the whole.

Therefore, pursuant to Code Section 16.203A(a)(4), “the Zoning Board should hear and decide [the] case” because “(i) The Hearing Examiner position is vacant;” and/or “(ii) The Zoning Board [should determine] that the Hearing Examiner is unable to hear the case because of ... other disqualification.”

III. THE HOWARD COUNTY CHARTER

A

The Howard County Office of Law explained in 2025, how to interpret the Howard County Charter:

Applicable Interpretation Principles

A county “charter is equivalent to a constitution.” *Baltimore City Bd. of Elections v. Mayor of Baltimore*, 489 Md. 465, 478 (2025) (internal quotation marks omitted). “As with a constitution, a charter ‘provides[s] a broad organizational framework establishing the form and structure of government in pursuance of which the [local jurisdiction] is to be governed and local laws enacted’.” *Id.* at 248-49 (alteration in original) (internal quotation marks omitted). “[T]he basic function of a charter is to distribute power among various agencies of government, and between the government and the people who have delegated that power to their government.” *Id.* at 248 (alteration in original) (internal quotation marks omitted).

“The canons of construction used to interpret statutory language apply with equal force to the interpretation of a charter provision.” *Prince George’s County v.*

Thurston, 479 Md. 575, 586 (2022). “The Court’s primary objective is to ascertain the purpose and intent of the charter’s framers.” *Id.* “Because we assume that the framers express their intent in the text of the charter, we principally focus on the plain language of the challenged provision as the primary source of legislative intent.” *Id.* (internal quotation marks omitted). “To discern legislative intent, we first assign the words of the charter provision their ordinary and natural meaning.” *Id.* (internal quotation marks omitted). A court “will not divine a legislative intention contrary to the plain language of the charter provision or judicially insert language to impose exceptions, limitations[,] or restrictions not evident in the plain language.” *Id.* (alteration in original) (internal quotation marks omitted), A court will “neither add nor delete language so as to reflect an intent not evidenced in the plain and unambiguous language of the statute,” nor does a court “construe a statute with forced or subtle interpretations that limit or extend its application.” *Town of Bel Air v. Bodt*, 487 Md. 354, 370 (2024).

Memorandum “Alternate Board Member,” To Howard County Board of Appeals, From Gary W. Kuc, County Solicitor, Barry Sanders, Senior Assistant County Solicitor, Amanda Mihill, Senior Assistant County Solicitor, April 10, 2025, Accessible at CB57-2025 [Board of Appeals Information Package](#)

Furthermore, in a case involving the Howard County Board of Appeals, the Supreme Court found that provisions of the Howard County Charter must be followed:

A charter or an ordinance generally is read and construed in the same manner as a statute.... Thus, the cardinal rule of construction is to ascertain and effectuate the actual intent of those who either framed and adopted the charter or enacted the ordinance. ... In determining this intent a court must read the language of the charter or ordinance in context and in relation to all of its provisions and additionally must consider its purpose. ... Where the language of a charter or ordinance is unambiguous, ordinarily there is no need to look elsewhere to ascertain intent. Instead, the language should be given effect in accordance with the clear meaning of the words.

Howard Research and Development Corp. v. The Concerned Citizens for the Columbia Concept, 297 Md. 357, 364, 466 A.2d 31 (1983) (internal citations omitted). The legislative intent shows that the Howard County Charter requires the Zoning Board Hearing Examiner and Zoning Counsel to be appointed by the County Council by resolution. To come to any other conclusion is to disregard the prior advice of the Howard County Office of Law.

B

An analysis of legal advice, assistance, and personnel begins with the broad power granted to the County Solicitor in Charter Section 405:

(b) 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. . . .**

Charter Section 405 (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 Zoning Board Hearing Examiner 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). The County Council wearing its hat as Zoning Board has no authority to employ legal advisors, including the Zoning Board Hearing Examiner and Zoning Counsel unless authorized by the Charter. The Nichols contract specifically provides in Paragraph 1 that “The Hearing Examiner position is deemed to be the provision of legal services to the County Council.”

Both Charter Sections 405(b) and 216 use the words “employ” and “legal.” The words should be given their same meaning.³ 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 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 Zoning Board Hearing Examiner 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. Charter Section 206 - Limitation on exercise of Council's powers states:

In the exercise of all its powers, the Council shall be subject to the express limitations imposed by this Charter and by all applicable provisions of the Constitution and laws of this State.

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 Zoning Board Hearing Examiner.

³ 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.”

The Zoning Board Hearing Examiner in contrast to that of the Board of Appeals Hearing Examiner, is in the nature of an administrative law judge or special master. The Zoning Board Hearing Examiner is only to issue a report, not a final decision. The County Code states

- (2) The report shall include findings of fact, summaries of arguments and respective positions in the case or theory in support of it, and conclusions of law.
- (3) The report is not an order or final action of the Zoning Board.

Code Section 16.203A (b). The Council's website states

The role of the Hearing Examiner is to conduct evidentiary hearings and issue a report to the Zoning Board on matters under the jurisdiction of the Zoning Board, unless the Zoning Board elects to first hear the application.

<https://cc.howardcountymd.gov/zoning-land-use/zoning-board> The Council, sitting as the Zoning Board, is to make the final decisions. This is exactly what is contemplated by Charter Section 216 when it allows the Council to employ a legal advisor, to wit, the Zoning Board Hearing Examiner, as it deems necessary for the performance of its zoning functions.



AGREEMENT FOR HEARING EXAMINER SERVICES FOR THE HOWARD COUNTY COUNCIL

THIS AGREEMENT is made as of this 31st day of December, 2019, between the HOWARD COUNTY COUNCIL ("County Council") and Joyce B. Nichols, Attorney at Law ("Hearing Examiner").

In consideration of the mutual promises herein contained, the parties agree as follows:

1. **Services.** The County Council retains the services of Hearing Examiner, an attorney admitted to practice law in the State of Maryland, and in good standing, to provide services as the Hearing Examiner for matters within the jurisdiction of the Board of Appeals. The Hearing Examiner position is deemed to be the provision of legal services to the County Council. The duties of this position include, but are not limited to the following:
 - a. Except as otherwise provided by law, the Hearing Examiner will provide the first hearing for all matters which the Howard County Code or the Zoning Regulations authorize the Board of Appeals to hear and decide. These shall include, but not be limited to:
 - Authorizing variances from the terms of Zoning Regulations as necessary to avoid arbitrariness and to obtain substantial justice within the spirit of the Zoning Regulations, except for governmental uses of land, which may be authorized only by the County Council;
 - Hearing and deciding appeals where it is alleged there is an error in any order, requirement, decision, or determination made by any administrative official in the application, interpretation, or enforcement of the Planning, Zoning and Subdivisions and Land Development Regulations title of the Howard County Code, except that wherever in the Code or Zoning Regulations a person is authorized to appeal a decision made by an administrative agency after an opportunity for a contested case hearing, the appeal will be heard and decided by the Board of Appeals; and

Similarly, the contract with Nathaniel Forman is also for “Legal Services for Zoning.”



Howard County, Maryland
**OFFICE OF PROCUREMENT AND
 CONTRACT ADMINISTRATION**
 6761 Columbia Gateway Drive, Suite 226
 Columbia, MD 21046
 (410) 313-6370
 Tax Exemption No. 30001219

Page: 1 / 3
 Contract Number: 4400005524

OMALLEY, MILES, NYLEN &
 ATTN: NATE FORMAN
 7850 WALKER DRIVE, SUITE 310
 GREENBELT MD 20770

Service Contract	
Contract Number:	4400005524
Vendor Number:	1117829
Date:	12/16/2025
Contract Term:	01/01/2026 to 12/31/2026
Header Target:	\$50,000.00
Ceiling Value:	\$150,000.00 Over 2 Years
Buyer:	Jalene Duressa
Telephone:	410-313-0037
Fax Number:	410-313-6388
Email:	JDuressa@howardcountymd.gov

Delivery Terms: Free On Board Destination
 Payment Terms: Net Due Within 30 Days

Contract text:
 Howard County Council Request for Quote No. 0001-2025 Zoning Counsel Services

This Contract shall be executed in accordance with all terms, conditions and specifications incorporated herein by reference, in your possession and considered an integral part of this contract. The Contract Term is 01/01/2026 to 12/31/2026 with 1 one-year renewal option.

All invoices shall reflect the Contract Number, release Purchase Order Number, and the contract Line Item Numbers

Vendor Contact: Nathaniel Forman, 301-572-3237, nforman@omng.com

Agency Contact: Michelle Hamod, County Council, 410-313-3111, mrhamod@howardcountymd.gov

Item	NIGP Code	Description	Unit	Price
1	96149	Legal Services for Zoning Meeting, Hourly Price(Contract/Bid)	1 HR	450.00 USD
Material Text: Legal Services for Zoning Meetings, Hourly Fee				
2	96149	Legal Services for Zoning Miscellaneous Price(Contract/Bid)	1 EA	1.00 USD

Any reliance on Council Rule 1.015(d) is misplaced and not permitted under the standards for interpretation of the Charter discussed herein. 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 Supreme Court stated that

We neither add nor delete words to a clear and unambiguous statute to give it a meaning not reflected by the words the Legislature chose to use or engage in forced or subtle interpretation in an attempt to extend or limit the statute's meaning. . . . Moreover, whenever 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, 783 A.2d 667, 671 (2001) (citations omitted). Thus, It is impermissible to add the "or" to Rule 1.015(d) or to ignore the word "resolution" in Charter Section 216.

Pursuant to Charter Section 405, there is the recently added exception for the Office of Inspector General which parrots Section 216:

(d) The Office of the Inspector General may at its discretion, and subject to the provisions in its budget or supplementary appropriation, **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.**

Charter Section 915(d) (emphasis added). The voters, in approving the Inspector General Charter amendment are presumed to have understood the exception in 915(d). See *Harford* infra.

Another exception to Charter Section 405 is made for the County Executive, who in comparison to the County Council, is a body of one:

(d) *Other legal assistance.* Nothing in this Charter shall be construed as preventing the Executive from engaging the services for a temporary period of any attorney or attorneys for legal work of an extraordinary nature when the work to be done is of such character or magnitude as to require legal services in addition to those provided by the Office of Law.

Charter Section 405(d).

C

Though Nichols has been acting as the Board of Appeals Hearing Examiner, the positions of Board of Appeals Hearing Examiner and Zoning Board Hearing Examiner are not actually the same. The authority for even the existence of the position of Zoning Board Hearing Examiner is Charter Section 216 as implemented by Code Section 16.203A. Charter Section 502 by its terms is limited to the Board of Appeals. Charter Section 502. - Board of Appeals hearing examiner. States in part:

The County Council may **appoint** hearing examiners to conduct hearings and make decisions concerning matters within the jurisdiction of the Board of Appeals.

So technically, Nichols must be separately appointed as Hearing Examiner to the Zoning Board.

Yet, what does it mean to “appoint”? The Appellate Court discussed this stating:

[W]e often look to dictionary definitions as a starting point, to identify the ‘ordinary and popular meaning’ of the terms[.]” *Westminster Mgmt., LLC v. Smith*, 486 Md. 616, 644, 312 A.3d 741 (2024) (quoting *Comptroller v. FC-GEN Operations Invs. LLC*, 482 Md. 343, 390, 287 A.3d 271 (2022)). Merriam-Webster defines the word “appoint” to mean “to name officially[.]” *Appoint*, MERRIAM-WEBSTER, <https://www.merriam-webster.com/dictionary/appoint> (last visited Jan. 15, 2025); see also *Appoint*, CAMBRIDGE DICTIONARY, <https://dictionary.cambridge.org/us/dictionary/english/appoint> (last visited Jan. 17, 2025) (“[T]o choose someone officially for a job or responsibility[.]”); *Appoint*, BLACK’S LAW DICTIONARY (12th ed. 2024) (“To choose or designate (someone) for a position or job, esp. in government.”). We conclude that the term “appointment” refers to a person officially named by the County Executive for a particular position.”

Cnty. Cncl. Wicomico Cnty. v. Giordano, 332 A.3d 678, 687, 264 Md. App. 685 (App. Ct. 2025).

Charter Section 501(a) . - The County Board of Appeals illustrates that words containing the root “appoint” are used eight times:

Appointment; term; compensation. The County Board of Appeals shall consist of five registered voters and residents of the County **appointed** by the Council. **Appointees** shall serve overlapping terms of five years from the first day of January of the year of their **appointments**, or until their successors are **appointed**. Vacancies, except those at the expiration of a term, shall be filled in the same manner as the original **appointment** and for the unexpired term. No member shall be **reappointed** after having served eight consecutive years immediately prior to **reappointment**.

Charter Section 501(a) (emphasis added). Charter Section 502. - Board of Appeals hearing examiner uses “appoint” another two times:

The County Council may **appoint** hearing examiners to conduct hearings and make decisions concerning matters within the jurisdiction of the Board of Appeals. Decisions of an examiner may be appealed to the Board of Appeals as provided by law. The Council shall establish by legislative act the duties, powers, authority and jurisdiction of any examiner appointed under this section. An examiner shall be a member in good standing of the Bar of the Maryland Court of Appeals and at the time of **appointment** shall have knowledge of administrative and zoning law, practice, and procedure. An

examiner may be removed from office by vote of two-thirds of the members of the Council.

Charter Section 502 (emphasis added). The “appointments” to the Board of Appeals, as noted by the recent controversies surrounding the Board Members, are all made by Council resolution pursuant to Charter Section 209. It is inconceivable that the voters in approving adding Charter Section 502 to the Charter as part of the Board of Appeals process would have had Board of Appeals Hearing Examiners only approved by informal assent to a contract and not by formal County Council resolution as provided for the Board members in Charter Section 501(a). **Thus, to officially appoint the Zoning Board Hearing Examiner and Zoning Counsel must be by Council resolution.**

Furthermore, Code Section 16.306 - - Termination of service provides

(a) An examiner may be removed from office by vote of two-thirds of the members of the County Council. The Board of Appeals may recommend removal of an examiner for cause.

To provide that the Board of Appeals Hearing Examiner may be removed by a two-thirds vote after never having been formally appointed flies in the face of the scheme repeated throughout the Howard County Charter.

D

Under Charter Section 404, most appointments to boards and commissions are made by the County Executive with a resolution of confirmation by the County Council:

(a) Citizen boards appropriate to the functions of the Executive and the Legislative branches of government shall be established by law, and the members shall be appointed by the County Executive with confirmation by the County Council.

Charter Section 404. In contrast, where the County Council is the appointing authority, then the appointment and confirmation are one and the same and are made officially by Council

resolution. Persons appointed to county boards and commissions under Charter Section 209 may be removed by the appointing authority, which is usually the County Executive “with the approval of a majority of the entire County Council:”

A member of any Board or Commission may be removed from office for cause by the appointing authority with the approval of a majority of the entire Council, but such member shall first be presented with a written statement of the reasons therefor, and shall have the privilege of a public hearing if he or she so requests within ten days.

Charter Section 903. - Removal of members of Boards and Commissions. Therefore, these persons are confirmed by resolution of the Council and removed by resolution of the Council.

Furthermore, at other times the Council has shown that it is capable of following the Charter and making appointments by resolution. Charter Section 212. - County Auditor provides in part:

The Council shall, **by resolution, appoint** a County Auditor who shall hold office for an indefinite term at the pleasure of the Council and shall receive such compensation as the Council may determine.

Charter Section 212 (emphasis added). In February 2025, with Council Resolution 47-2025, the County Council passed a resolution appointing Christopher Ashman as County Auditor. The appointment of an Auditor is a mandatory advisor to the Council; those made pursuant to Charter Section 216 are discretionary. Under the interpretation of the Charter provided by the Office of Law, following the resolution requirement in Charter Section 212 but not in Charter Section 216 is without legal foundation. In other words, that requires “divin[ing] a legislative intention contrary to the plain language of the charter provision or ... insert[ing] language to impose exceptions, limitations[,] or restrictions not evident in the plain language.” See Office of Law Memo. supra.

IV. IT IS APPROPRIATE TO CHALLENGE THAT THE ZONING BOARD HEARING EXAMINER AND ZONING COUNSEL HAVE NOT BEEN LAWFULLY APPOINTED

The Maryland Supreme Court would find that challenging the authority of the appointment of the Zoning Board Hearing Examiner and Zoning Counsel at the outset of the proceedings in this zoning case at hand is the appropriate forum for bringing a motion to disqualify unlawfully appointed persons:

[W]hen the authority of the public official is raised before the official acts . . . the Supreme Court has reached a different conclusion [regarding the de facto officer doctrine]. *Ryder v. United States*, 515 U.S. 177, 115 S.Ct. 2031, 132 L.Ed.2d 136 (1995). Thus, in *Ryder*, where the defendant challenged, while his case was pending, the assignment of two civilian judges to his three-judge Coast Guard Court Military Review panel, the Court rejected the application of the de facto officer doctrine and entertained the challenge. . . . the Court determined that the doctrine was inapplicable because the defendant promptly objected to the composition of the Coast Guard Court of Military Review. *Id.* at 182, 115 S.Ct. at 2035, 132 L.Ed.2d at 143. Unlike the defendants in *Ball*, *McDowell* and *Ward*, the Court explained, *Ryder* directly challenged the composition of the three judge panel while his case was pending before that very court. *Id.* The Court then agreed with *Ryder* that the composition of the three-judge panel violated the Appointment Clause of Article II of the United States Constitution. *Id.* at 187-88, 115 S.Ct. at 2038, 132 L.Ed.2d at 146-47.

Baker v. State, 377 Md. 567, 833 A.2d 1070, 1077 (2003).

The United States Supreme Court, as did the *Baker* Court cited *Ryder*:

This Court has held that "one who makes a timely challenge to the constitutional validity of the appointment of an officer who adjudicates his case" is entitled to relief. *Ryder v. United States*, 515 U.S. 177, 182-183, 115 S.Ct. 2031, 132 L.Ed.2d 136 (1995).

Lucia v. SEC, 138 S.Ct. 2044, 2055, 585 U.S. 237 (2018). In *Lucia* the Court found that Administrative Law Judges ("ALJs") of the Securities and Exchange Commission ("SEC") were "officers of the United States" subject to the United States Constitution's Appointments Clause. The ALJs were treated by the SEC as employees and did not receive Senate confirmation. The ALJs, like the Zoning Board Hearing Examiner, conduct adversarial hearings, administer oaths,

rule on motions, regulate the hearing, and rule on admissibility of evidence. *Lucia*, at 2053. The Court stated that the ALJs were “officers, [of the United States] even when their decisions were not final.”*Lucia*, at 2052. Similarly, the Hearing Examiners are officers exercising some part of the sovereign power of Howard County and the State of Maryland and whose decisions as provided in the County Code are not final.

Further analogous support comes from the proceedings in multiple jurisdictions regarding the Trump Administration's maneuvers to install persons as Acting United States Attorneys bypassing the Presidential Appointment and Senate Confirmation process through the Constitution's Appointments Clause. *In Re Grand Jury Subpoenas to the Office of the New York State Attorney General*, 25 Misc. 19 (LGS), Case1:25-mc-00019-LGS, Document 50, Filed 01/08/26, p 6-7. These cases generally involved similar maneuvers by the United States Attorney General and the United States Department of Justice to manipulate the Federal Vacancies Reform Act to install the President's loyalists as United States Attorneys. District Court Judge Schofield stated

A growing body of persuasive authority reinforces this conclusion. Since August 2025, courts in New Jersey, Nevada and California have held that similarly installed Acting U.S. Attorneys lacked lawful authority. Most recently, in November 2025, the Third Circuit affirmed the New Jersey decision. The Eastern District of Virginia also reached a comparable result in a slightly different procedural posture. The analysis below follows the approach taken by these courts and reaches the same conclusion. When the Executive branch of government skirts restraints put in place by Congress and then uses that power to subject political adversaries to criminal investigations, it acts without lawful authority. Subpoenas issued under that authority are invalid. The subpoenas are quashed, and [Acting United States Attorney] Mr. Sarcone is disqualified from further participation in the underlying investigations.

Id. at 2. See also *United States v. Giraud*, Case: 25-2635 Document: 81, Filed: 12/01/2025 (Disqualification of Alina Habba as United States Attorney for the District of New Jersey).

Here, at issue in Howard County, the Zoning Board Hearing Examiner and Zoning Counsel were hired by contract and not appointed pursuant to the Charter. In *Lucia*, the ALJs were hired in violation of the Appointments Clause. Regarding the Zoning Board Hearing Examiner, the Howard County equivalent for the Appointments Clause is Charter Section 216. Through a series of maneuvers, backroom actions, and secret approvals the County Council has sought to avoid the application of Charter Section 216 and with it the role of the public to give testimony and input through the regular appointment and resolution process of Charter Section 209. Judge Schofield stated that there are consequences when the government fails to follow the Constitution or Howard County's equivalent—the County Charter:

[C]ourts often set aside actions taken under unlawful appointments and require new proceedings before properly appointed officials. See *Lucia v. SEC*, 585 U.S. 237, 251-52 (2018); *Ryder v. United States*, 515 U.S. 177, 187-88 (1995); *Flinton v. Comm'r of Soc. Sec.*, 143 F.4th 90, 99 (2d Cir. 2025).

Id. at. 23-24.

V. THE ZONING COUNSEL WAS NOT APPOINTED BY THREE VOTES OF THE HOWARD COUNTY COUNCIL

In addition to the issues of the Howard County Charter, the Zoning Counsel's appointment has failed under the Howard County Code. Section 16.1000 - Zoning Counsel states in part:

(a) The County Council may employ a Zoning Counsel on a part-time, contractual basis. The Zoning Counsel shall be a member in good standing of the Bar of the Maryland Court of Appeals and at the time of appointment shall have been actively engaged in the general practice of law for at least five years.

(b) A decision to enter into a contract with an individual to perform the duties of Zoning Counsel **shall be made by an affirmative vote of at least three Councilmembers**. A decision to terminate a Zoning Counsel's contract shall be made by an affirmative vote of

at least four Councilmembers.

Code Section 16.1000 (emphasis added). Code Section 16.1000(b) requires that the Council vote in an open legislative session to approve the resolution of the appointment for the Zoning Counsel. The Charter, especially Sections 204, 206, and 216, does not permit the Council to informally “vote” to approve the contract of the Zoning Counsel in secret⁴. Like the Department of Justice’s maneuvers to avoid application of the Federal Vacancies Reform Act, Howard County’s attempt to avoid a public Council vote regarding the Zoning Counsel flies in the face of standard rules of statutory construction, the Council’s Rules of Procedure, and common sense.

The Maryland Supreme Court held

We give effect to the statute as it is written if the statutory language is unambiguous when construed according to its ordinary and everyday meaning. *Walzer v. Osborne*, 395 Md. 563, 571, 911 A.2d 427, 431 (2006); *City of Baltimore Development Corp. v. Carmel Realty Assoc.’s*, 395 Md. 299, 319, 910 A.2d 406, 418 (2006); . . . “We do so ‘on the tacit theory that the Legislature is presumed to have meant what it said and said what it meant.’” *Walzer*, 395 Md. at 572, 911 A.2d at 432, quoting *Witte v. Azarian*, 369 Md. 518, 525, 801 A.2d 160, 165 (2002).

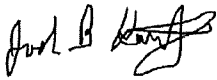
Harford Co. v. Saks Fifth Ave. Dist. Co., 399 Md. 73, 923 A.2d 1, 8 (2007). Therefore, a vote regarding the Zoning Counsel is like any other vote on resolutions by the Council including pre-filing of the resolution, introduction of the resolution, a public legislative hearing, public agendas, a vote at a legislative session, and a recording of the action in the Journal. See Charter Section 208. Lastly, 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 prior to January 2026, and as the Zoning Board is aware, Protestant has previously made these arguments in ZB1130M, ZB1131M, ZB1132M and ZB1133M.

⁴ As stated supra, approval of a contract is a Quasi-Legislative Function under the Open Meetings Act.

THEREFORE, Protestant, Joel B. Hurewitz respectively requests that

1. Joyce Nichols be disqualified as Zoning Board Hearing Examiner until such time as she is lawfully appointed by resolution of the Howard County Council as provided in the Howard County Charter;
2. Nathaniel Forman be disqualified as Zoning Counsel until such time as he is lawfully appointed by resolution of the Howard County Council as provided in the Howard County Code and Howard County Charter;
3. the Zoning Board indefinitely postpone scheduling of ZB 1134M until such time as Zoning Council Nathaniel Forman is lawfully appointed by Council resolution; and
4. that the Zoning Board retains jurisdiction of ZB 1134M until such time as Joyce Nichols is lawfully appointed as Zoning Board Hearing Examiner by Council resolution.

Respectfully submitted,



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

June 1, 2026

CERTIFICATE OF SERVICE

I, Joel B. Hurewitz certify that on June 1, 2026 I served to the below named persons by electronic mail the attached copy of a

MOTION TO DISQUALIFY JOYCE NICHOLS AS ZONING BOARD HEARING EXAMINER UNTIL SUCH TIME AS NICHOLS IS LAWFULLY APPOINTED BY THE HOWARD COUNTY COUNCIL BY RESOLUTION AND

MOTION TO DISQUALIFY NATHANIEL FORMAN AS ZONING COUNSEL UNTIL SUCH TIME AS FORMAN IS LAWFULLY APPOINTED BY THE HOWARD COUNTY COUNCIL BY RESOLUTION AND

MOTION TO INDEFINITELY POSTPONE SCHEDULING OF ZB 1134M UNTIL SUCH TIME AS ZONING COUNSEL NATHANIEL FORMAN IS LAWFULLY APPOINTED BY THE HOWARD COUNTY COUNCIL BY RESOLUTION AND

MOTION TO RETAIN JURISDICTION OF ZB 1134M UNTIL SUCH TIME AS JOYCE NICHOLS IS LAWFULLY APPOINTED AS ZONING BOARD HEARING EXAMINER BY THE HOWARD COUNTY COUNCIL BY RESOLUTION

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Any any person interested in responding to this motion must file a written response with the Zoning Board within fifteen days of the date that the motion was filed. The Zoning Board may rule on the motion at any time after a response is filed or fifteen days after the filing of the motion.



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