



JOHN A. OLSZEWSKI, JR.  
*County Executive*

January 31, 2023

C. PETE GUTWALD, AICP, *Director*  
*Department of Permits,*  
*Approvals & Inspections*

Mr. Steven G. Snyder, PE  
721 Seneca Park Road  
Middle River, MD 21220

RE: Spirit and Intent Request  
Zoning Case 2017-0181-SPHA  
Congregation Ohel Moshe  
2808 and 2810 Smith Avenue  
Election District 3, Councilmanic District 2

Dear Mr. Snyder,

Your letter of December 27, 2022 to the Baltimore County Zoning Review Office (The Zoning Review Office) has been referred to me for reply. The Zoning Review Office's (This) response follows a Pre-Concept Plan Conference Meeting where you presented the latest and proposed improvements to the referenced synagogue and property. It also follows several telephone and email conversations where you further explained the proposal and after we requested affirmation from the adjacent property owner consenting to the improvements.

Based upon our review of the Zoning Order of the referenced case, a Zoning "Spirit and Intent" letter signed by W. Carl Richards (then Zoning Supervisor) on August 9, 2018 with the accompanying plan, signed consent from the adjacent property owner, and your latest submitted red-lined plan; the following has been determined.

The property received variances, one of which approved a 12-foot side setback. The spirit and intent letter of 2018 allowed you to modify the plan and still utilize the side setback variance. A 10-foot strip was acquired which enabled the synagogue to use more of the side property. The approved spirit and intent letter allowed for a kitchen nook and stairs adjoining the western property line, adjacent to 2812 Smith Avenue. You would now like to increase the building square footage along the western property resulting in an 11,668-square foot addition in lieu of the previously approved 2-story 9,039-square foot addition (replacing a dwelling). Although the modified addition will not extend closer to the western property line than previously approved, there will be an increased building area (two stories) along the western property line than shown at the hearing and within the approved Zoning letter. Since you received written consent from

the adjacent property owner closest and adjacent to the change, and the overall addition does not extend closer than previously approved; this office will consider your proposal and red-lined plan as within the spirit and intent of Zoning Case 2017-0181-SPHA and the approved Spirit and Intent Letter dated August 9, 2018, subject to the following conditions:

1. Prior to building permit, the improvements must be reviewed by the Development Review Committee (DRC). The adjacent property owner (that consented to the latest improvements) must be notified of the DRC Meeting. The project is subject to the DRC's recommendation and the Director of PAI's letter.
2. Any changes to the latest red-lined plan will require Zoning Review Office approval and the same neighbor's consent.
3. The addition and other improvements must be reviewed by the County Landscape Architect.
4. All other zoning requirements, as set forth in the Baltimore County Zoning Regulations, must be met.

THE FOREGOING IS MERELY AN INFORMAL ZONING OPINION; IT IS NOT AN EXPERT OR LEGAL OPINION. IT IS NOT INTENDED TO BE RELIED ON AS EXPERT OR LEGAL ADVICE, AND IS NOT LEGALLY OR FACTUALLY BINDING ON BALTIMORE COUNTY OR ANY OF ITS OFFICIALS, AGENTS, OR EMPLOYEES. BALTIMORE COUNTY EXPRESSLY DISCLAIMS ANY AND ALL LIABILITY ARISING OUT OF, OR IN ANY WAY CONNECTED WITH THE INFORMATION PROVIDED IN THIS DOCUMENT, OR ANY INTERPRETATION THEREOF.

If you have any questions or concerns, please contact me at your earliest convenience.

Sincerely,

A handwritten signature in dark ink, appearing to read 'MK', followed by a long horizontal line extending to the right.

Mitchell Kellman  
Zoning Review

January 11, 2023

Chaim Benamor  
2812 Smith Ave  
Baltimore Md 21209-1427

Subject: Congregation Ohel Moshe  
2808 Smith Avenue  
Zoning Variance Case No. 2017-0181-SPHA  
Spirit & Intent Letter

Dear Mr. Benamor:

This letter is written on behalf the Congregation Ohel Moshe. Congregation Ohel Moshe synagogue is located at 2808 & 2810 Smith Avenue. We are the adjacent property east of your property. We have requested Baltimore County to approve a second Zoning Variance Spirit of Intent Letter. The Spirit of Intent letter will allow Congregation Ohel Moshe to construct a new two story 7544 +/- square foot addition to the Synagogue with a minimum building setback of 12 feet from your property line.

As stated in the original Spirit & Intent Letter dated August 8, 2018, the Synagogue proposed to add a small kitchen nook and a flight of stairs on the west side of the proposed addition. The kitchen nook was to be 13.16 feet from the west property line and the stairs 16.47 feet from the west property line. The County determined that the construction of a flight of stairs leading to the basement and the small kitchen nook are within the spirit and intent of Baltimore County Judge Beverungen's Zoning Variance decision, 2017-0181-SPHA, and would need no further zoning relief.

The Congregation's current plan is for the building addition to be a minimum of 12 feet from the western property line as shown in the attached Pre-Concept Plan dated 12/1/22. The Congregation asks that you confirm that you have no objection to the proposed building addition.

In order to provide you an opportunity to become fully aware of our intention, we will be contacting you directly within the next few days or you may choose to telephone the sender for further information. In any event, please be advised that we are interested in assuring you that our request should not adversely affect your property interest.

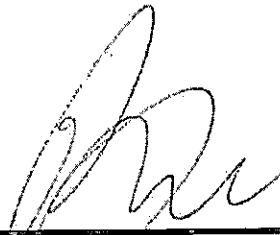
Benamor, Chaim  
January 10, 2023  
Page 2

Sincerely,

Azi Rosenblum, President  
Congregation Ohel Moshe  
2308 Smith Ave, Baltimore, MD 21209  
443-854-2172

Based upon the information provided with this letter and the enclosed exhibits, I, Benamor Chaim, have no objection to the construction of the building addition at a minimum of 12 feet from the western property line.

X



---

Benamor Chaim  
2812 Smith Ave.



TIMOTHY M. KOTROCO

Attorney at Law  
305 Washington Avenue, Suite 502  
Towson, Maryland 21204  
410-299-2943  
[Tkotroco@gmail.com](mailto:Tkotroco@gmail.com)

August 8, 2018

Hand Delivered

Mr. Carl Richards, Zoning Supervisor  
111 West Chesapeake Avenue  
Towson, Maryland 21204

Re: Congregation Ohel Moshe Synagogue  
2808-2810 Smith Avenue  
Prior Case No. 2017-0181-SPHA  
Spirit & Intent Letter

Dear Mr. Richards,

I write to you today on behalf of my client, the Congregation Ohel Moshe and our synagogue located at 2808 & 2810 Smith Avenue, in Pikesville. Our property was the subject of a recent zoning case wherein Judge Beverungen approved our request to expand our existing synagogue building. I have attached Case No. 2017-0180-SPHA which was granted on March 13, 2017.

We have modified our proposed addition, which has not been built as of yet, to include a flight of stairs going down below grade to our basement. This flight of stairs is shown on the attached red-lined zoning plan, which was the actual plan approved by Judge Beverungen in our previous zoning hearing. This flight of stairs is situated 16.47 feet from our new side property line. Judge Beverungen approved a side-yard setback of 12 feet in his previous Zoning Order. (See attached Zoning Decision)

In addition, we propose to add a small kitchen nook on the side of our proposed addition which is also shown on the attached red-lined plan. This kitchen nook is situated 13.16 feet to our new side property line. We were granted a 12 foot side-yard setback by Judge Beverungen.

What has changed since the time of our hearing before Judge Beverungen is the fact that we were able to acquire an additional 10 foot strip of land that was a walkway easement owned by the Gorn Bros., Inc. The Gorns donated this 10 foot strip to our synagogue. This donation added 10 more feet to our side-yard which is shown and marked on the attached site plan. The 10' walkway strip will remain in tact as it has over the many previous years.

I have also attached a letter of approval from our next-door neighbor, Mr. Chaim Benamor. Mr. Benamor lives at 2812 Smith Avenue, which is the residence directly next to our property and most impacted by our changes. Mr. Benamor supports our request.

For the reasons as stated herein and considering the attachments to this letter, we ask that you confirm that the construction of a flight of stairs leading down to our basement area, located on the side of our proposed addition as well as the kitchen nook also located on the side of our addition are within the spirit and intent of Judge Beverungen's approval and need no further zoning relief.

Thank you for your kind consideration of this matter.

Sincerely,



Timothy M. Kotroco

TMK/eak  
Attachments

BASED UPON THE INFORMATION PROVIDED WITHIN THIS LETTER AND THE ATTACHED EXHIBITS, IT IS DETERMINED THAT THE CONSTRUCTION OF A FLIGHT OF STAIRS LEADING TO THE BASEMENT AND THE SMALL KITCHEN NOOK, BOTH OF WHICH ARE LOCATED ON THE SIDE OF THE PROPOSED SYNAGOGUE ARE WITHIN THE SPIRIT AND INTENT OF JUDGE BEVERUNGEN'S DECISION AND NEED NO FURTHER ZONING RELIEF..

  
\_\_\_\_\_  
W. CARL RICHARDS, ZONING SUPERVISOR

8/9/18  
\_\_\_\_\_  
DATE

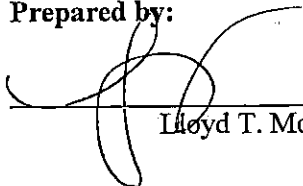
The Department has no objection to the further modification to the existing modified parking plan. The Department understands that the majority of congregants will arrive on foot and that there now exists a safe crossing for Smith Avenue at its controlled intersection with Sanzo Road. As no new parking lots are proposed to be built, and all additional parking for the synagogue will be situated on an existing retail parking lot, the application of the design standards for parking contained within the Comprehensive Manual of Development Policies (CMDP) would not apply to the special hearing relief as requested.

Please be advised that if through the hearing process it is determined that it is most appropriate to consider the petitions under BCZR §1B01.1.B.1.c.(2), the Department recommends that the RTA may be modified to reflect the conditions shown on a plan titled "Landscape Plan to accompany Petition for Variance & Special Hearing, Congregation Ohel Moshe" received by the Department on February 28, 2017. The Department recommends that such a modification would not adversely impact the residential community or development of adjacent properties.

For the purposes of consideration within the context of BCC§ 32-4-402, the neighborhood is defined by the zoning lines separating the D.R.5.5 from the adjoining D.R. 2 and 3.5 to the west and north respectively, the boundary with the City of Baltimore to the south and Greenspring Avenue, an arterial road to the east. Within this neighborhood, primarily single family residences exist on smaller lots with institutional and retail uses occupying larger structures. The synagogue with the addition, while larger than the residential structures in the area, will be significantly smaller in scale and proportion to the other existing non-residential structures in the established neighborhood. The mass of the structure does not loom over the adjacent properties nor the streetscape on Smith Avenue. At its closest point to the tract outline, that being the subject of the requested variance relief, the structure will be at one story which is well below the 50' height permitted by right for residential buildings in the D.R. zones. The RTA is established through the use of an opaque board on board fence with vegetative screening. Cross-sections demonstrate that the elevation of entire mass of the proposed addition will be slightly below that of the adjacent structures. The synagogue with the addition is well below the maximum building length of 200' for non-residential buildings located within residential zones as established in the CMDP, maintains the open space between the structure and the pedestrian realm and repeats the established pattern defining the relationship between the streetscape and improvements on said Smith Avenue. Architectural features will repeat those already on the existing structure. No new streets are proposed nor is any signage proposed.

For further information concerning the matters stated herein, please contact Lloyd Moxley at 410-887-3480.

Prepared by:

  
Lloyd T. Moxley

Division Chief:

  
Kathy Schlabach

AVA/KS/LTM/ka

c: Bill Skibinski

James Hermann, R.L.A., Department of Permits, Approvals and Inspections

Richard E. Matz, Colbert Matz Rosenfelt, Inc.

Timothy Kotroco

Office of the Administrative Hearings

People's Counsel for Baltimore County

IN RE: PETITIONS FOR SPECIAL HEARING \*  
AND VARIANCE  
(2808 Smith Avenue) \*  
3<sup>rd</sup> Election District \*  
2<sup>nd</sup> Council District \*  
Congregation Ohel Moshe \*  
Owner \*  
Petitioner \*

BEFORE THE  
OFFICE OF  
ADMINISTRATIVE HEARINGS  
FOR BALTIMORE COUNTY  
Case No. 2017-0181-SPHA

\* \* \* \* \*

**OPINION AND ORDER**

This matter comes before the Office of Administrative Hearings (OAH) for consideration of Petitions for Special Hearing and Variance filed on behalf of Congregation Ohel Moshe, legal owner ("Petitioner"). The Special Hearing was filed pursuant to § 500.7 of the Baltimore County Zoning Regulations ("B.C.Z.R") as follows: (1) To determine that the addition to the existing synagogue is planned in such a way that compliance, to the extent possible with RTA use requirements, will be maintained and can be expected to be compatible with the character and general welfare of the surrounding residential premises; (2) To approve a modified parking plan; (3) To approve a modification of landscaping standards; and (4) To affirm the relief granted in Zoning Case No. 2009-0154-SPHA and amend the plan approved in that case.

In addition, a Petition for Variance seeks the following: (1) To permit a front non-residential principal building setback in a D.R. 5.5 zone of 23 ft. in lieu of 40 ft. required; (2) To permit a side non-residential principal building setback in a D.R. 5.5 zone of 12 ft. in lieu of the 20 ft. required; and (3) To permit a rear non-residential principal building setback in a D.R. 5.5 zone of 6 ft. in lieu of the 30 ft. required. A site plan was marked and accepted into evidence as Petitioner's Exhibit 1.

Appearing at the public hearing in support of the requests was architect Stuart Macklin, professional engineer Richard Matz, Azi Rosenblum (president of the Congregation), and many

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Date 3-13-17

By kw

members of the synagogue. Timothy M. Kotroco, Esq. represented Petitioner. Several neighbors opposed the requests. The Petition was advertised and posted as required by the Baltimore County Zoning Regulations.

A substantive Zoning Advisory Committee (ZAC) comment was received from the Department of Planning (DOP). The DOP had no objection to the requests, and that agency made a specific finding under B.C.C. §32-4-402 ("Compatibility") that the proposed synagogue, though larger than the single-family dwellings in the area, was significantly smaller than other non-residential structures in the neighborhood. That agency also noted the synagogue would be well below both the 50 ft. height limitation, as well as the 200 ft. non-residential building length limitation.

The subject property known as 2810 Smith Ave. is approximately 9,226 square feet in size and is zoned DR 5.5. The property is improved with a single-family dwelling which fronts on Smith Avenue, a heavily traveled thoroughfare. The adjacent property at 2808 Smith Ave. originally contained a single-family dwelling as well, although Petitioner obtained approval in 2009 to operate a synagogue at that location. At present, Petitioner proposes to enlarge the synagogue by razing the dwelling at 2810 Smith Ave. and constructing an addition across the lot boundary which would connect to the existing synagogue next door.

#### SPECIAL HEARING

The petition for special hearing seeks a determination the property satisfies the "church" exemption found in the residential transition area (RTA) regulations. Approval of a modified parking plan is also sought in the petition.

With regard to the parking, Petitioner obtained special hearing relief to approve a modified parking plan for the existing synagogue in Case No. 2009-0154-SPHA. That order permitted parking (a maximum of 30 spaces) to be located in the Greenspring Shopping Center across Smith Avenue,

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By 19W

pursuant to a lease agreement with the owner. Petitioner's Ex. 2. Petitioner presented a revised agreement with the shopping center owner, increasing the number of spaces which may be used by the synagogue (a maximum of 62 spaces), to account for the proposed expansion of the facility. Petitioner's Ex. 3. Mr. Rosenblum explained members of the orthodox synagogue walk to services, and he testified that there has never been a shortage of parking for services or other events at the synagogue.

In that 2009 Order, the zoning commissioner also determined Petitioner satisfied the requirements for the "new church" exemption under the RTA regulations. B.C.Z.R. §1B01.1.B.1.g.(6). The showing required to construct a new church in a D.R. zone is more onerous than that required when a church seeks to expand or enlarge. Even though a "compatibility" analysis is not (strictly speaking) required in the latter scenario, the DOP and both of Petitioner's experts (an architect and professional engineer) opined the synagogue addition would be designed in such a way so that it is compatible with the community. Mr. Macklin provided elevation drawings (Pet. Ex. 4 & 5) and explained the sloped roof proposed would match that found on dwellings in the neighborhood. He testified he relied upon his many years of experience as an architect to make this project compatible with the community. Though several neighbors disagreed and believed the structure would be too big and imposing, I do not believe that testimony can rebut the expert opinions expressed by Messrs. Matz and Macklin. *Anderson v. Sawyer*, 23 Md. App. 612, 622 (1974).

### VARIANCE

A variance request involves a two-step process, summarized as follows:

- (1) It must be shown the property is unique in a manner which makes it unlike surrounding properties, and that uniqueness or peculiarity must necessitate variance relief; and
- (2) If variance relief is denied, Petitioner will experience a practical difficulty or hardship.

*Cromwell v. Ward*, 102 Md. App. 691 (1995).

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Date 3-13-17  
By bw

Petitioner has met this test. The site is small and is located within a residential neighborhood, which constrains the development potential of the property. Petitioner would experience practical difficulty if the regulations were strictly interpreted because it would be unable to construct the proposed addition. Finally, I do not believe granting the requests would have a detrimental impact upon the community. Churches and other buildings for religious worship are permitted by right in the D.R. zones, and this project will be designed and constructed by professionals whose goal will be to create an attractive and functional structure that will serve and enhance the community.

THEREFORE, IT IS ORDERED this 13<sup>th</sup> day of **March, 2017**, by this Administrative Law Judge, that the Petition for Special Hearing filed pursuant to § 500.7 of the Baltimore County Zoning Regulations ("B.C.Z.R"): (1) To determine that the addition to the existing synagogue is planned in such a way that compliance, to the extent possible with RTA use requirements, will be maintained and can be expected to be compatible with the character and general welfare of the surrounding residential premises; (2) To approve a modified parking plan; (3) To approve a modification of landscaping standards; and (4) To affirm the relief granted in Zoning Case No. 2009-0154-SPHA and amend the plan approved in that case, be and is hereby GRANTED.

IT IS FURTHER ORDERED that the petition for variance: (1) To permit a front non-residential principal building setback in a D.R. 5.5 zone of 23 ft. in lieu of 40 ft. required; (2) To permit a side non-residential principal building setback in a D.R. 5.5 zone of 12 ft. in lieu of the 20 ft. required; and (3) To permit a rear non-residential principal building setback in a D.R. 5.5 zone of 6 ft. in lieu of the 30 ft. required, be and is hereby GRANTED.

ORDER RECEIVED FOR FILING

Date 3-13-17

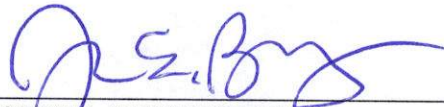
By [Signature]

The relief granted herein shall be subject to and conditioned upon the following:

1. Petitioner may apply for necessary permits and/or licenses upon receipt of this Order. However, Petitioner is hereby made aware that proceeding at this time is at its own risk until 30 days from the date hereof, during which time an appeal can be filed by any party. If for whatever reason this Order is reversed, Petitioner would be required to return the subject property to its original condition.
2. Petitioner must comply with the three "bullet point" conditions noted on the first page of the DOP's ZAC comment dated March 1, 2017, a copy of which is attached hereto.

Any appeal of this decision must be made within thirty (30) days of the date of this Order.

JEB/sln

  
\_\_\_\_\_  
JOHN E. BEVERUNGEN  
Administrative Law Judge  
for Baltimore County

ORDER RECEIVED FOR FILING

Date 3-13-17

By kw



# BALTIMORE COUNTY, MARYLAND

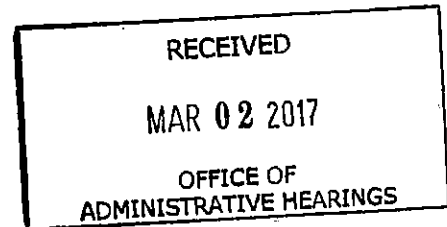
## INTER-OFFICE MEMORANDUM

**TO:** Arnold Jablon  
Deputy Administrative Officer and  
Director of Permits, Approvals and Inspections

**DATE:** 3/1/2017

**FROM:** Andrea Van Arsdale  
Director, Department of Planning

**SUBJECT: ZONING ADVISORY COMMITTEE COMMENTS**  
Case Number: 17-181



**INFORMATION:**

**Property Address:** 2808 Smith Avenue  
**Petitioner:** Azi Rosenblum  
**Zoning:** DR 5.5  
**Requested Action:** Special Hearing, Variance

The Department of Planning has reviewed the petition for a special hearing to determine whether or not the Administrative Law Judge should determine, pursuant to BCZR §1B01.1.B.1.g (6), that the addition to the existing synagogue is planned in such a way that compliance, to the extent possible with RTA use requirements, will be maintained and can be expected to be compatible with the character and general welfare of the surrounding residential premises; or in accordance with paragraph (4) that all other applicable zoning regulations including setback, parking, and screening requirements are maintained and for approval to a modified parking plan, modification to landscaping standards, and to affirm the relief granted in Zoning Case No. 2009-0154-SPHA. The Department also reviewed the petition for variances as listed on the attachment to the petition.

A site visit was conducted on January 26, 2017.

The Department has no objection to granting the petitioned zoning relief conditioned upon the following:

- Provide an updated landscape and lighting plan addressing the entire institutional site to the Baltimore County Landscape Architect for approval. In the event that the existing large caliper trees along the street are to be removed, replacement trees of a similar species should be shown on said plan and shall be planted and maintained so that in their maturity the streetscape for Smith Ave. along this frontage is reestablished.
- The proposed board on board fence shall be installed in a way that it can be maintained without trespass onto neighboring properties or in the alternative the petitioner shall demonstrate to the satisfaction of the Administrative Law Judge that they have the right to access said adjacent properties for that purpose.
- The landscaping requirement made condition number 2 in Case No. 2009-0154-SPHA and all other features of an approved landscape plan for this property resulting from this case must be installed prior to the issuance of any use and occupancy permits for the new addition.

**ORDER RECEIVED FOR FILING**

Date

3-13-17

By

AW

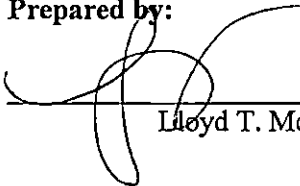
The Department has no objection to the further modification to the existing modified parking plan. The Department understands that the majority of congregants will arrive on foot and that there now exists a safe crossing for Smith Avenue at its controlled intersection with Sanzo Road. As no new parking lots are proposed to be built, and all additional parking for the synagogue will be situated on an existing retail parking lot, the application of the design standards for parking contained within the Comprehensive Manual of Development Policies (CMDP) would not apply to the special hearing relief as requested.

Please be advised that if through the hearing process it is determined that it is most appropriate to consider the petitions under BCZR §1B01.1.B.1.c.(2), the Department recommends that the RTA may be modified to reflect the conditions shown on a plan titled "Landscape Plan to accompany Petition for Variance & Special Hearing, Congregation Ohel Moshe" received by the Department on February 28, 2017. The Department recommends that such a modification would not adversely impact the residential community or development of adjacent properties.

For the purposes of consideration within the context of BCC§ 32-4-402, the neighborhood is defined by the zoning lines separating the D.R.5.5 from the adjoining D.R. 2 and 3.5 to the west and north respectively, the boundary with the City of Baltimore to the south and Greenspring Avenue, an arterial road to the east. Within this neighborhood, primarily single family residences exist on smaller lots with institutional and retail uses occupying larger structures. The synagogue with the addition, while larger than the residential structures in the area, will be significantly smaller in scale and proportion to the other existing non-residential structures in the established neighborhood. The mass of the structure does not loom over the adjacent properties nor the streetscape on Smith Avenue. At its closest point to the tract outline, that being the subject of the requested variance relief, the structure will be at one story which is well below the 50' height permitted by right for residential buildings in the D.R. zones. The RTA is established through the use of an opaque board on board fence with vegetative screening. Cross-sections demonstrate that the elevation of entire mass of the proposed addition will be slightly below that of the adjacent structures. The synagogue with the addition is well below the maximum building length of 200' for non-residential buildings located within residential zones as established in the CMDP, maintains the open space between the structure and the pedestrian realm and repeats the established pattern defining the relationship between the streetscape and improvements on said Smith Avenue. Architectural features will repeat those already on the existing structure. No new streets are proposed nor is any signage proposed.

For further information concerning the matters stated herein, please contact Lloyd Moxley at 410-887-3480.

Prepared by:

  
Lloyd T. Moxley

Division Chief:

  
Kathy Schlabach

AVA/KS/LTM/ka

c: Bill Skibinski

James Hermann, R.L.A., Department of Permits, Approvals and Inspections  
Richard E. Matz, Colbert Matz Rosenfelt, Inc.  
Timothy Kotroco  
Office of the Administrative Hearings  
People's Counsel for Baltimore County

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By 



KEVIN KAMENETZ  
*County Executive*

LAWRENCE M. STAHL  
*Managing Administrative Law Judge*  
JOHN E. BEVERUNGEN  
*Administrative Law Judge*

March 13, 2017

Timothy M. Kotroco, Esq.  
305 Washington Avenue, Suite 502  
Towson, Maryland 21204

RE: Petitions for Special Hearing and Variance  
Case No. 2017-0181-SPHA  
Property: 2808 Smith Avenue

Dear Mr. Kotroco:

Enclosed please find a copy of the decision rendered in the above-captioned matter.

In the event any party finds the decision rendered is unfavorable, any party may file an appeal to the County Board of Appeals within thirty (30) days of the date of this Order. For further information on filing an appeal, please contact the Office of Administrative Hearings at 410-887-3868.

Sincerely,

A handwritten signature in black ink, appearing to read "JEB", is written over the typed name of John E. Beverungen.

JOHN E. BEVERUNGEN  
Administrative Law Judge  
for Baltimore County

JEB:sln  
Enclosure

c: David Flax, 2813 Laurelwood Court, Baltimore, MD 21209  
Irvin Flax, 6808 Cherokee Dr., Baltimore, MD 21209  
Harriet Cohen, 2810 Laurelwood Ct., Baltimore, MD 21209  
Paul Weiner, 2812 Laurelwood Ct., Baltimore, MD 21209



# PETITION FOR ZONING HEARING(S)

To be filed with the Department of Permits, Approvals and Inspections  
To the Office of Administrative Law of Baltimore County for the property located at:

Address 2808 Smith Avenue which is presently zoned D.R. 5.5  
Deed References: L 25923 F 329, L 34576 F 168 10 Digit Tax Account # 0 3 0 2 0 8 6 8 0 0  
Property Owner(s) Printed Name(s) Congregation Ohel Moshe

(SELECT THE HEARING(S) BY MARKING ☒ AT THE APPROPRIATE SELECTION AND PRINT OR TYPE THE PETITION REQUEST)

The undersigned legal owner(s) of the property situate in Baltimore County and which is described in the description and plan attached hereto and made a part hereof, hereby petition for:

1. ☒ a **Special Hearing** under Section 500.7 of the Zoning Regulations of Baltimore County, to determine whether or not the Zoning Commissioner should approve

**SEE ATTACHED**

2. ☐ a **Special Exception** under the Zoning Regulations of Baltimore County to use the herein described property for

3. ☒ a **Variance** from Section(s)

**SEE ATTACHED**

of the zoning regulations of Baltimore County, to the zoning law of Baltimore County, for the following reasons:  
(Indicate below your hardship or practical difficulty or indicate below "TO BE PRESENTED AT HEARING". If you need additional space, you may add an attachment to this petition)

Property is to be posted and advertised as prescribed by the zoning regulations.

I, or we, agree to pay expenses of above petition(s), advertising, posting, etc. and further agree to and are to be bounded by the zoning regulations and restrictions of Baltimore County adopted pursuant to the zoning law for Baltimore County.

**Legal Owner(s) Affirmation:** I / we do so solemnly declare and affirm, under the penalties of perjury, that I / We are the legal owner(s) of the property which is the subject of this / these Petition(s).

## Contract Purchaser/Lessee:

Name- Type or Print

Signature

Mailing Address

City

State

Zip Code

Telephone #

Email Address

## Attorney for Petitioner:

Timothy M. Kotroco

Name- Type or Print

Signature

305 Washington Ave. Suite 502, Towson, Maryland

Mailing Address

City

State

21204

(410)-299-2943

tkotroco@gmail.com

Zip Code

Telephone #

Email Address

## Legal Owners (Petitioners):

Congregation Ohel Moshe

Name #1 - Type or Print

Name #2 - Type or Print

Signature #1

Signature #2

2808 Smith Avenue, Baltimore, Maryland

Mailing Address

City

State

21209

(443)-854-2172

azirozenblum@gmail.com

Zip Code

Telephone #

Email Address

## Representative to be contacted:

Richard E. Matz

Name - Type or Print

Signature

2835 Smith Avenue, Suite G, Baltimore, Maryland

Mailing Address

City

State

21209

(410)-653-3838

dmatz@cmrengineers.com

Zip Code

Telephone #

Email Address

CASE NUMBER 2017-0181-0PHA Filing Date 1/9/17

Do Not Schedule Dates: \_\_\_\_\_

Reviewer JF

**ATTACHMENT TO PETITION FOR SPECIAL HEARING  
AND VARIANCES**

Congregation Ohel Moshe  
2808 Smith Avenue  
2nd Councilmanic District  
3rd Election District

**Special Hearing Relief:**

1. To determine, pursuant to Section 1B01.1.B.1.g (6), BCZR, that the addition to the existing synagogue is planned in such a way that compliance, to the extent possible with RTA use requirements, will be maintained and can be expected to be compatible with the character and general welfare of the surrounding residential premises; or in accordance with paragraph (4) that all other applicable zoning regulations including setback, parking and screening requirements are maintained.
2. To approve a modified parking plan pursuant to Section 409.12.B;
3. To approve a modification of landscaping standards pursuant to Section 409.8.A.1;
4. To affirm the relief granted in Zoning Case No. 2009-0154-SPHA and amend the plan; and
5. For such other and further relief as the nature of this cause may require;

**Variance Relief**

1. From Section 1B01.2.C.1.a, BCZR, to permit a front non-residential principal building setback in a D.R.-5.5 zone of 23 feet in lieu of 40 feet required;
2. From Section 1B01.2.C.1.a BCZR, to permit a side non-residential principal building setback in a D.R.-5.5 zone of 12 feet in lieu of the 20 feet required;
3. From Section 1B01.2.C.1.a BCZR, to permit a rear non-residential principal building setback in a D.R.-5.5 zone of 6 feet in lieu of the 30 feet required; and
4. For such other and further relief as the nature of this cause may require.





## ZONING DESCRIPTION 2808 & 2810 SMITH AVENUE

Beginning at point on the north side of Smith Avenue, which is 90 feet wide, at a distance of 80 feet, more or less, east of the centerline of Sanzo Road, which is 60 feet wide.

1. North 03 degrees 32 minutes 24 seconds West 109.56 feet,
2. North 84 degrees 10 minutes 51 seconds East 154.85 feet,
3. South 01 degrees 15 minutes 27 seconds East 121.00 feet,
4. South 88 degrees 44 minutes 33 seconds West 106.00 feet,
5. Southwestly by a curve to the left having a radius of 1,230.00 feet,  
For an arc length of 44.00 feet, the chord of said arc bearing  
South 87 degrees 43 minutes 04 seconds West 43.98 feet  
to the place of beginning. Containing 0.401 acres more or less.

Being Lots 4 and 5 in Section 1, Block H of the subdivision of Wellwood as recorded in Baltimore County Plat Book, Book 23, Page 35, and containing a total of 17,501.35 square feet or (0.401 ac. +/-). Also known as 2808 & 2810 Smith Avenue and located in the 3<sup>rd</sup> Election District, 2<sup>nd</sup> Councilmanic District.



Professional Certification. I hereby certify that these documents were prepared or approved by me, and that I am a duly licensed professional engineer under the laws of the State of Maryland.

License No. 13203, Expiration Date: 11-2-18

**DEPARTMENT OF PERMITS, APPROVALS AND INSPECTIONS  
ZONING REVIEW OFFICE**

**ADVERTISING REQUIREMENTS AND PROCEDURES FOR ZONING HEARINGS**

The Baltimore County Zoning Regulations (BCZR) require that notice be given to the general public/neighboring property owners relative to property which is the subject of an upcoming zoning hearing. For those petitions which require a public hearing, this notice is accomplished by posting a sign on the property (responsibility of the legal owner/petitioner) and placement of a notice in a newspaper of general circulation in the County, both at least twenty (20) days before the hearing.

Zoning Review will ensure that the legal requirements for advertising are satisfied. However, the legal owner/petitioner is responsible for the costs associated with these requirements. The newspaper will bill the person listed below for the advertising. This advertising is due upon receipt and should be remitted directly to the newspaper.

**OPINIONS MAY NOT BE ISSUED UNTIL ALL ADVERTISING COSTS ARE PAID.**

---

---

**For Newspaper Advertising:**

Case Number: 2017-0181-3PHA

Property Address: 2808 SMITH AVENUE

Property Description: SYHA 606UE

Legal Owners (Petitioners): CONGREGATION CHEL MOSHE

Contract Purchaser/Lessee: \_\_\_\_\_

PLEASE FORWARD ADVERTISING BILL TO:

Name: AZI ROSENBLUM

Company/Firm (if applicable): CONGREGATION CHEL MOSHE

Address: 2808 SMITH AVE  
BALTIMORE, MD. 21209

Telephone Number: 443-854-2172

Revised 7/9/2015

**BALTIMORE COUNTY, MARYLAND**  
**OFFICE OF BUDGET AND FINANCE**  
**MISCELLANEOUS CASH RECEIPT**

No. **142846**

Date: **1/9/17**

**PAID RECEIPT**

BUSINESS ACTUAL TIME DRW  
 1/10/2017 1/09/2017 11:29:19 3.

REC 0505 WALKIN LRB  
 > RECEIPT # 004777 1/09/2017 GFLN

Dept 5 528 ZONING VERIFICATION  
 NO. 142846

Recpt Tot \$1,000.00  
 \$1,000.00 CK \$1.00 CA  
 Baltimore County, Maryland

| Fund | Dept | Unit | Sub Unit | Rev Source/ Obj | Sub Rev/ Sub Obj | Dept | Obj | BS Acct | Amount   |
|------|------|------|----------|-----------------|------------------|------|-----|---------|----------|
| 001  | 206  | 0000 |          | 6150            |                  |      |     |         | 1,000.00 |
|      |      |      |          |                 |                  |      |     |         |          |
|      |      |      |          |                 |                  |      |     |         |          |
|      |      |      |          |                 |                  |      |     |         |          |
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|      |      |      |          |                 |                  |      |     |         |          |
|      |      |      |          |                 |                  |      |     |         |          |

Total: **1,000.00**

Rec From: **ONEC MOORE CONGREGATION**

For: **2808 SMITH AVE**  
**SPHA**

**2017-0181-SPHA**

**DISTRIBUTION**

WHITE - CASHIER PINK - AGENCY YELLOW - CUSTOMER GOLD - ACCOUNTING

PLEASE PRESS HARD!!!!

**CASHIER'S  
 VALIDATION**





501 N. Calvert St., P.O. Box 1377  
Baltimore, Maryland 21278-0001  
tel: 410/332-6000  
800/829-8000

WE HEREBY CERTIFY, that the annexed advertisement of Order No 4763873

**Sold To:**

Azi Rosenblum - Congregation Ohel Mosh - CU00583879  
2808 Smith Ave  
Baltimore, MD 21209-1427

**Bill To:**

Azi Rosenblum - Congregation Ohel Mosh - CU00583879  
2808 Smith Ave  
Baltimore, MD 21209-1427

Was published in "Jeffersonian", "Bi-Weekly", a newspaper printed and published in Baltimore County on the following dates:

Feb 09, 2017

**NOTICE OF ZONING HEARING**

The Administrative Law Judge of Baltimore County, by authority of the Zoning Act and Regulations of Baltimore County will hold a public hearing in Towson, Maryland on the property identified herein as follows:

**Case: # 2017-0181-SPHA**

2808 Smith Avenue  
N/side of Smith Avenue, 80 ft. E/of centerline of Sanzo Road

3rd Election District - 2nd Councilmanic District

Legal Owner(s) Congregation Ohel Moshe, Azi Rosenblum

**SPECIAL HEARING:** 1. To determine that the addition to the existing synagogue is planning in such a way that compliance, to the extent possible with RTA use requirements, will be maintained and can be expected to be compatible with the character and general welfare of the surrounding residential premises or in accordance with paragraph (4) that all other applicable zoning regulations including setback parking and screening requirements are maintained. 2. To approve a modified parking plan. 3. To approve a modification of landscaping standards. 4. To affirm the relief granted in Zoning Case No. 2009-0154-SPHA and amend the plan. 5. For such other and further relief as the nature of this cause may require.

**VARIANCE:** 1. To permit a front non-residential principal building setback in a DR 5.5 zone of 23 ft. in lieu of the 40 ft. required. 2. To permit a side non-residential principal building setback in a DR 5.5 zone of 12 ft. in lieu of the 20 ft. required. 3. To permit a rear non-residential principal building setback in a DR 5.5 zone of 6 ft. in lieu of the 30 ft. required. 4. For such other and further relief as the nature of this cause may require.

**Hearing: Friday, March 3, 2017 at 1:30 p.m. in Room 205, Jefferson Building, 105 West Chesapeake Avenue, Towson 21204.**

ARNOLD JABLON, DIRECTOR OF PERMITS, APPROVALS AND INSPECTIONS FOR BALTIMORE COUNTY

NOTES: (1) Hearings are Handicapped Accessible; for special accommodations Please Contact the Administrative Hearings Office at (410) 887-3868.

(2) For information concerning the File and/or Hearing, Contact the Zoning Review Office at (410) 887-3391.

2/081 Feb. 9

4763873

The Baltimore Sun Media Group

By *S. Wilkinson*  
Legal Advertising

# CERTIFICATE OF POSTING

**ATTENTION:** KRISTEN LEWIS

**DATE:** 2/10/2017

**Case Number:** 2017-0181-SPHA

**Petitioner / Developer:** TIMOTHY KOTROCO, ESQ. ~

CONGREGATION OHEL MOSHE ~ RICHARD MATZ

**Date of Hearing (Closing):** MARCH 3, 2017

This is to certify under the penalties of perjury that the necessary sign(s) required by law were posted conspicuously on the property located at:  
2808 SMITH AVENUE

**The sign(s) were posted on:** **FEBRUARY 10, 2017**



Linda O'Keefe  
(Signature of Sign Poster)

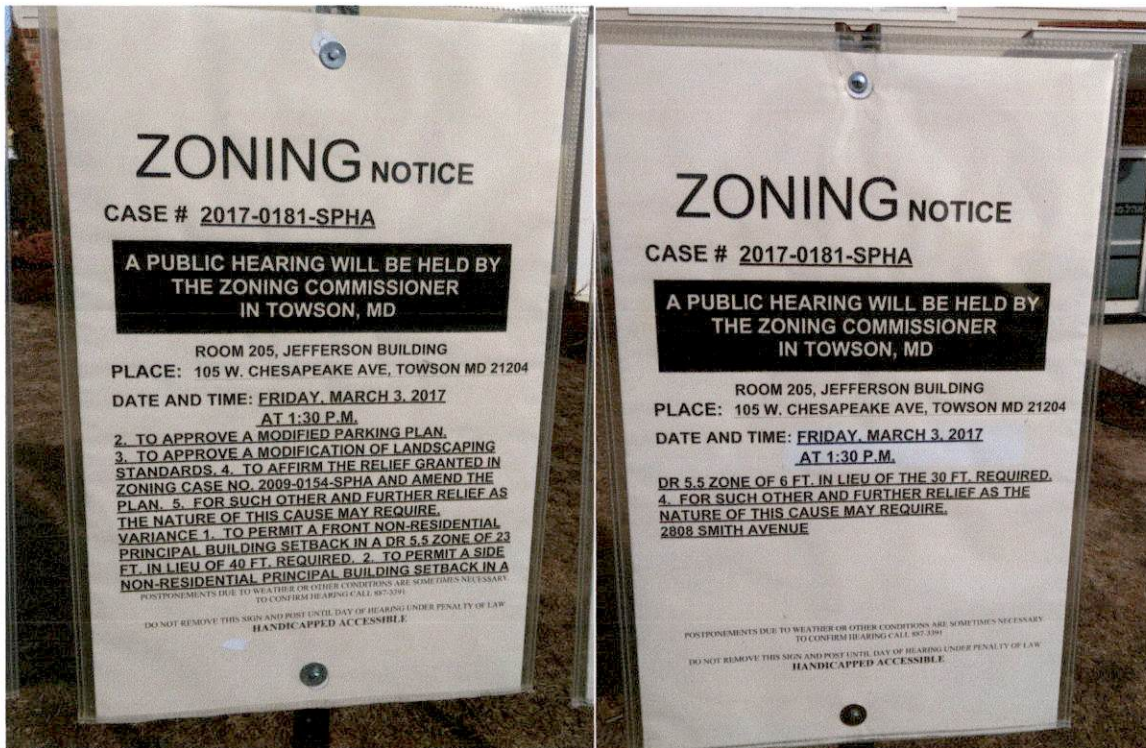
Linda O'Keefe  
(Printed Name of Sign Poster)

523 Penny Lane  
(Street Address of Sign Poster)

Hunt Valley, Maryland 21030  
(City, State, Zip of Sign Poster)

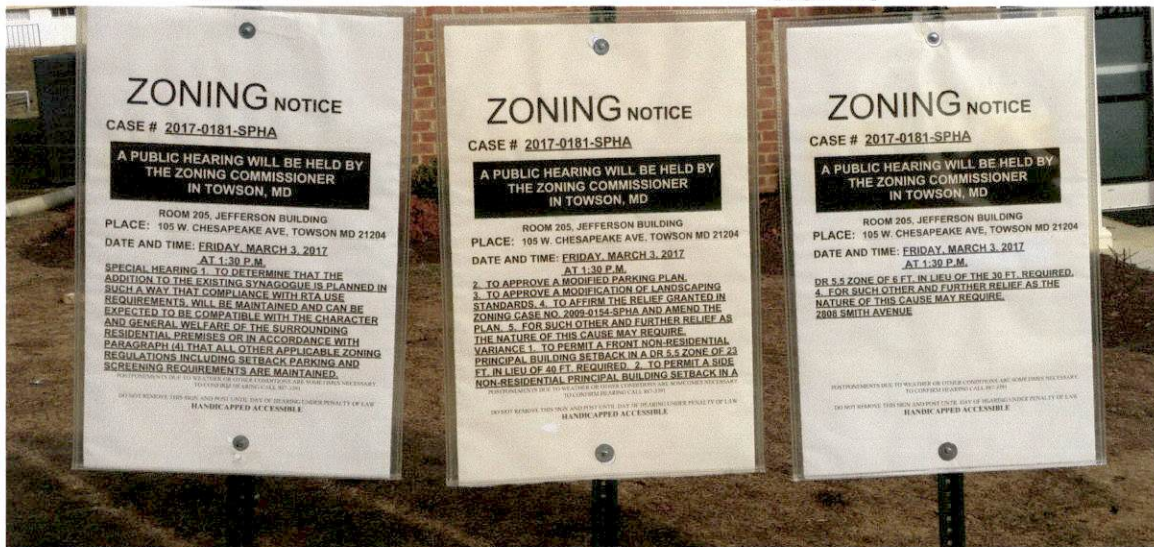
410 - 666 - 5366  
(Telephone Number of Sign Poster)





SIGN #2

SIGN #3



GROUP PHOTOS CASE # 2017-0181-SPHA @ 2808 SMITH AVENUE

[illegible][illegible]

1. 1989年11月21日，2001年11月21日  
 2. 1989年11月21日，2001年11月21日  
 3. 1989年11月21日，2001年11月21日  
 4. 1989年11月21日，2001年11月21日  
 5. 1989年11月21日，2001年11月21日  
 6. 1989年11月21日，2001年11月21日  
 7. 1989年11月21日，2001年11月21日  
 8. 1989年11月21日，2001年11月21日  
 9. 1989年11月21日，2001年11月21日  
 10. 1989年11月21日，2001年11月21日

TO: PATUXENT PUBLISHING COMPANY  
Thursday, February 9, 2017 Issue - Jeffersonian

Please forward billing to:  
Azi Rosenblum  
Congregation Ohel Mosh  
2808 Smith Avenue  
Baltimore, MD 21209

443-854-2172

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## NOTICE OF ZONING HEARING

The Administrative Law Judge of Baltimore County, by authority of the Zoning Act and Regulations of Baltimore County, will hold a public hearing in Towson, Maryland on the property identified herein as follows:

**CASE NUMBER: 2017-0181-SPHA**

2808 Smith Avenue

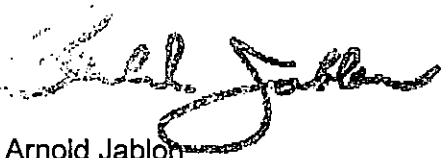
N/side of Smith Avenue, 80 ft. E/of centerline of Sanzo Road

3<sup>rd</sup> Election District – 2<sup>nd</sup> Councilmanic District

Legal Owners: Congregation Ohel Moshe, Azi Rosenblum

**Special Hearing** 1. To determine that the addition to the existing synagogue is planned in such a way that compliance, to the extent possible with RTA use requirements, will be maintained and can be expected to be compatible with the character and general welfare of the surrounding residential premises or in accordance with paragraph (4) that all other applicable zoning regulations including setback parking and screening requirements are maintained. 2. To approve a modified parking plan. 3. To approve a modification of landscaping standards. 4. To affirm the relief granted in Zoning Case No. 2009-0154-SPHA and amend the plan. 5. For such other and further relief as the nature of this cause may require. **Variance** 1. To permit a front non-residential principal building setback in a DR 5.5 zone of 23 ft. in lieu of 40 ft. required. 2. To permit a side non-residential principal building setback in a DR 5.5 zone of 12 ft. in lieu of the 20 ft. required. 3. To permit a rear non-residential principal building setback in a DR 5.5 zone of 6 ft. in lieu of the 30 ft. required. 4. For such other and further relief as the nature of this cause may require.

Hearing: Friday, March 3, 2017 at 1:30 p.m. in Room 205, Jefferson Building,  
105 West Chesapeake Avenue, Towson 21204



Arnold Jablon  
Director of Permits, Approvals and Inspections for Baltimore County

- NOTES: (1) HEARINGS ARE HANDICAPPED ACCESSIBLE; FOR SPECIAL ACCOMODATIONS, PLEASE CONTACT THE ADMINISTRATIVE HEARINGS OFFICE AT 410-887-3868.  
(2) FOR INFORMATION CONCERNING THE FILE AND/OR HEARING, CONTACT THE ZONING REVIEW OFFICE AT 410-887-3391.



KEVIN KAMENETZ  
County Executive

January 31, 2017

ARNOLD JABLON  
Deputy Administrative Officer  
Director, Department of Permits,  
Approvals & Inspections

## NOTICE OF ZONING HEARING

The Administrative Law Judge of Baltimore County, by authority of the Zoning Act and Regulations of Baltimore County, will hold a public hearing in Towson, Maryland on the property identified herein as follows:

### CASE NUMBER: 2017-0181-SPHA

2808 Smith Avenue

N/side of Smith Avenue, 80 ft. E/of centerline of Sanzo Road

3<sup>rd</sup> Election District – 2<sup>nd</sup> Councilmanic District

Legal Owners: Congregation Ohel Moshe, Azi Rosenblum

**Special Hearing** 1. To determine that the addition to the existing synagogue is planned in such a way that compliance, to the extent possible with RTA use requirements, will be maintained and can be expected to be compatible with the character and general welfare of the surrounding residential premises or in accordance with paragraph (4) that all other applicable zoning regulations including setback parking and screening requirements are maintained. 2. To approve a modified parking plan. 3. To approve a modification of landscaping standards. 4. To affirm the relief granted in Zoning Case No. 2009-0154-SPHA and amend the plan. 5. For such other and further relief as the nature of this cause may require. **Variance** 1. To permit a front non-residential principal building setback in a DR 5.5 zone of 23 ft. in lieu of 40 ft. required. 2. To permit a side non-residential principal building setback in a DR 5.5 zone of 12 ft. in lieu of the 20 ft. required. 3. To permit a rear non-residential principal building setback in a DR 5.5 zone of 6 ft. in lieu of the 30 ft. required. 4. For such other and further relief as the nature of this cause may require.

Hearing: Friday, March 3, 2017 at 1:30 p.m. in Room 205, Jefferson Building,  
105 West Chesapeake Avenue, Towson 21204

Arnold Jablon  
Director

AJ:kl

C: Timothy Kotroco, 305 Washington Avenue, Ste. 502, Towson 21204  
Congregation Ohel Moshe, 2808 Smith Avenue, Baltimore 21209  
Richard Matz, 2835 Smith Avenue, Baltimore 21209

- NOTES: (1) **THE PETITIONER MUST HAVE THE ZONING NOTICE SIGN POSTED BY AN APPROVED POSTER ON THE PROPERTY BY SATURDAY, FEBRUARY 11, 2017.**  
(2) HEARINGS ARE HANDICAPPED ACCESSIBLE; FOR SPECIAL ACCOMMODATIONS PLEASE CALL THE ADMINISTRATIVE HEARINGS OFFICE AT 410-887-3868.  
(3) FOR INFORMATION CONCERNING THE FILE AND/OR HEARING, CONTACT THE ZONING REVIEW OFFICE AT 410-887-3391.

Zoning Review | County Office Building  
111 West Chesapeake Avenue, Room 111 | Towson, Maryland 21204 | Phone 410-887-3391 | Fax 410-887-3048  
[www.baltimorecountymd.gov](http://www.baltimorecountymd.gov)



KEVIN KAMENETZ  
*County Executive*

ARNOLD JABLON  
*Deputy Administrative Officer  
Director, Department of Permits,  
Approvals & Inspections*

February 22, 2017

Congregation Ohel Moshe  
Azi Rosenblum  
2808 Smith Avenue  
Baltimore MD 21209

RE: Case Number: 2017-0181 SPHA, Address: 2808 Smith Avenue

To Whom It May Concern:

The above referenced petition was accepted for processing **ONLY** by the Bureau of Zoning Review, Department of Permits, Approvals, and Inspection (PAI) on January 9, 2017. This letter is not an approval, but only a **NOTIFICATION**.

The Zoning Advisory Committee (ZAC), which consists of representatives from several approval agencies, has reviewed the plans that were submitted with your petition. All comments submitted thus far from the members of the ZAC are attached. These comments are not intended to indicate the appropriateness of the zoning action requested, but to ensure that all parties (zoning commissioner, attorney, petitioner, etc.) are made aware of plans or problems with regard to the proposed improvements that may have a bearing on this case. All comments will be placed in the permanent case file.

If you need further information or have any questions, please do not hesitate to contact the commenting agency.

Very truly yours,

A handwritten signature in black ink that reads "W. Carl Richards, Jr." The signature is fluid and cursive.

W. Carl Richards, Jr.  
Supervisor, Zoning Review

WCR: jaw

Enclosures

c: People's Counsel  
Timothy M Kotroco, Esquire, 305 Washington Avenue, Suite 502, Towson MD 21204  
Richard E Matz, 2835 Smith Avenue, Suite G, Baltimore MD 21209



Larry Hogan, Governor  
Boyd K. Rutherford, Lt. Governor



Pete K. Rahn, Secretary  
Gregory C. Johnson, P.E., Administrator

Date: 1/17/17

Ms. Kristen Lewis  
Baltimore County Office of  
Permits and Development Management  
County Office Building, Room 109  
Towson, Maryland 21204

Dear Ms. Lewis:

Thank you for the opportunity to review your referral request on the subject of the Case number referenced below. We have determined that the subject property does not access a State roadway and is not affected by any State Highway Administration projects. Therefore, based upon available information this office has no objection to Baltimore County Zoning Advisory Committee approval of Case No. 2017-0181-SPHA.

*Special Hearing Variance  
Congregation Obel Moshe, AZI Rosenblum  
2808 Smith Avenue.*

Should you have any questions regarding this matter, please contact Mr. Richard Zeller at 410-229-2332 or 1-866-998-0367 (in Maryland only) extension 2332, or by email at (rzeller@sha.state.md.us).

Sincerely,

A handwritten signature in black ink, appearing to read "Richard Zeller".

Wendy Wolcott, PLA  
Metropolitan District Engineer -- District 4  
Baltimore & Harford Counties

WW/RAZ

# BALTIMORE COUNTY, MARYLAND

## INTER-OFFICE MEMORANDUM

**TO:** Arnold Jablon  
Deputy Administrative Officer and  
Director of Permits, Approvals and Inspections

**DATE:** 3/1/2017

**FROM:** Andrea Van Arsdale  
Director, Department of Planning

**SUBJECT:** ZONING ADVISORY COMMITTEE COMMENTS  
Case Number: 17-181



**INFORMATION:**

**Property Address:** 2808 Smith Avenue  
**Petitioner:** Azi Rosenblum  
**Zoning:** DR 5.5  
**Requested Action:** Special Hearing, Variance

The Department of Planning has reviewed the petition for a special hearing to determine whether or not the Administrative Law Judge should determine, pursuant to BCZR §1B01.1.B.1.g (6), that the addition to the existing synagogue is planned in such a way that compliance, to the extent possible with RTA use requirements, will be maintained and can be expected to be compatible with the character and general welfare of the surrounding residential premises; or in accordance with paragraph (4) that all other applicable zoning regulations including setback, parking, and screening requirements are maintained and for approval to a modified parking plan, modification to landscaping standards, and to affirm the relief granted in Zoning Case No. 2009-0154-SPHA. The Department also reviewed the petition for variances as listed on the attachment to the petition.

A site visit was conducted on January 26, 2017.

The Department has no objection to granting the petitioned zoning relief conditioned upon the following:

- Provide an updated landscape and lighting plan addressing the entire institutional site to the Baltimore County Landscape Architect for approval. In the event that the existing large caliper trees along the street are to be removed, replacement trees of a similar species should be shown on said plan and shall be planted and maintained so that in their maturity the streetscape for Smith Ave. along this frontage is reestablished.
- The proposed board on board fence shall be installed in a way that it can be maintained without trespass onto neighboring properties or in the alternative the petitioner shall demonstrate to the satisfaction of the Administrative Law Judge that they have the right to access said adjacent properties for that purpose.
- The landscaping requirement made condition number 2 in Case No. 2009-0154-SPHA and all other features of an approved landscape plan for this property resulting from this case must be installed prior to the issuance of any use and occupancy permits for the new addition.



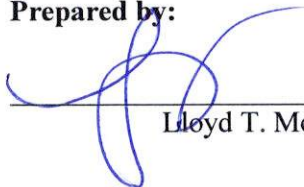
The Department has no objection to the further modification to the existing modified parking plan. The Department understands that the majority of congregants will arrive on foot and that there now exists a safe crossing for Smith Avenue at its controlled intersection with Sanzo Road. As no new parking lots are proposed to be built, and all additional parking for the synagogue will be situated on an existing retail parking lot, the application of the design standards for parking contained within the Comprehensive Manual of Development Policies (CMDP) would not apply to the special hearing relief as requested.

Please be advised that if through the hearing process it is determined that it is most appropriate to consider the petitions under BCZR §1B01.1.B.1.c.(2), the Department recommends that the RTA may be modified to reflect the conditions shown on a plan titled "Landscape Plan to accompany Petition for Variance & Special Hearing, Congregation Ohel Moshe" received by the Department on February 28, 2017. The Department recommends that such a modification would not adversely impact the residential community or development of adjacent properties.

For the purposes of consideration within the context of BCC§ 32-4-402, the neighborhood is defined by the zoning lines separating the D.R.5.5 from the adjoining D.R. 2 and 3.5 to the west and north respectively, the boundary with the City of Baltimore to the south and Greenspring Avenue, an arterial road to the east. Within this neighborhood, primarily single family residences exist on smaller lots with institutional and retail uses occupying larger structures. The synagogue with the addition, while larger than the residential structures in the area, will be significantly smaller in scale and proportion to the other existing non-residential structures in the established neighborhood. The mass of the structure does not loom over the adjacent properties nor the streetscape on Smith Avenue. At its closest point to the tract outline, that being the subject of the requested variance relief, the structure will be at one story which is well below the 50' height permitted by right for residential buildings in the D.R. zones. The RTA is established through the use of an opaque board on board fence with vegetative screening. Cross-sections demonstrate that the elevation of entire mass of the proposed addition will be slightly below that of the adjacent structures. The synagogue with the addition is well below the maximum building length of 200' for non-residential buildings located within residential zones as established in the CMDP, maintains the open space between the structure and the pedestrian realm and repeats the established pattern defining the relationship between the streetscape and improvements on said Smith Avenue. Architectural features will repeat those already on the existing structure. No new streets are proposed nor is any signage proposed.

For further information concerning the matters stated herein, please contact Lloyd Moxley at 410-887-3480.

**Prepared by:**

  
\_\_\_\_\_  
Lloyd T. Moxley

**Division Chief:**

  
\_\_\_\_\_  
Kathy Schlabach

AVA/KS/LTM/ka

c: Bill Skibinski

James Hermann, R.L.A., Department of Permits, Approvals and Inspections  
Richard E. Matz, Colbert Matz Rosenfelt, Inc.  
Timothy Kotroco  
Office of the Administrative Hearings  
People's Counsel for Baltimore County

RECEIVED

NOV 1 1964

ADMINISTRATIVE SERVICES  
UNIT

RECEIVED

FEB 1 2017

DEPARTMENT OF PERMITS  
APPROVALS AND INSPECTIONS

BALTIMORE COUNTY, MARYLAND

INTEROFFICE CORRESPONDENCE

**TO:** Arnold Jablon, Director  
Department of Permits, Approvals  
And Inspections

**DATE:** January 27, 2017

**FROM:** Dennis A. Kennedy<sup>DAK</sup>, Supervisor  
Bureau of Development Plans Review

**SUBJECT:** Zoning Advisory Committee Meeting  
For January 23, 2017  
Item No. 2017-0179, 0180, 0181, 0182, 0184 and 0185

The Bureau of Development Plans Review has reviewed the subject zoning items and we have no comment.

DAK:CEN  
cc:file  
G:\DevPlanRev\ZAC -No Comments\ZAC01232017.doc

RE: PETITION FOR SPECIAL HEARING \* BEFORE THE OFFICE  
AND VARIANCE \*  
2808 Smith Avenue; N/S Smith Avenue, 80' \* OF ADMINISTRATIVE  
E of c/line of Sanzo Road \*  
3<sup>rd</sup> Election & 2<sup>nd</sup> Councilmanic Districts \* HEARINGS FOR  
Legal Owner(s): Congregation Obel Moshe \*  
By Azi Rosenblum \* BALTIMORE COUNTY  
Petitioner(s) \*  
2017-181-SPHA

\* \* \* \* \*

**ENTRY OF APPEARANCE**

Pursuant to Baltimore County Charter § 524.1, please enter the appearance of People's Counsel for Baltimore County as an interested party in the above-captioned matter. Notice should be sent of any hearing dates or other proceedings in this matter and the passage of any preliminary or final Order. All parties should copy People's Counsel on all correspondence sent and all documentation filed in the case.

*Peter Max Zimmerman*

PETER MAX ZIMMERMAN  
People's Counsel for Baltimore County

*Carole S. Demilio*

CAROLE S. DEMILIO  
Deputy People's Counsel  
Jefferson Building, Room 204  
105 West Chesapeake Avenue  
Towson, MD 21204  
(410) 887-2188

RECEIVED

JAN 18 2017

**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that on this 18th day of January, 2017, a copy of the foregoing Entry of Appearance was mailed to Richard Matz, 2835 Smith Avenue, Suite G, Baltimore, Maryland 21209 and Timothy Kotroco, Esquire, 305 Washington Avenue, Suite 502, Towson, Maryland 21204, Attorney for Petitioner(s).

*Peter Max Zimmerman*

PETER MAX ZIMMERMAN  
People's Counsel for Baltimore County



**ADAM RUBIN, ESQ.**

---

3018 FALLSTAFF ROAD • BALTIMORE, MD • 21209  
PHONE 301-233-6622 • E-MAIL ACRUBIN@GMAIL.COM

March 2, 2017

Dear members of the zoning commission:

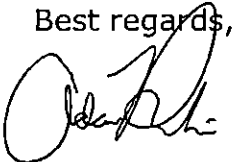
Ohel Moshe synagogue serves a vital role in the Pikesville/Greenspring community. The synagogue serves as a center of prayer, religious learning, Jewish ceremony, and community events for Jews within walking distance of 2808 Smith Avenue. Our congregation is comprised of young families, established families, children, elders, converts, and many more stripes and types; we truly have folks from every walk of life. In order to accommodate the growth of young families in the neighborhood, our congregation seeks permission to expand and beautify our current building.

The neighborhood immediately surrounding the synagogue has been growing and many congregants live within walking distance of Ohel Moshe. Building an attractive, but not ostentatious, addition to the synagogue will enable more worshippers to pray, more enthusiastic learners to crack open the books of our rich tradition, and more community and family members to join for life cycle events and meaningful ceremonies.

As in every religious congregation, our synagogue has a unique flavor and eclectic group of devotees. It's not enough that perhaps a follower could go to "another" synagogue in the area. He or she wishes to bond with and participate in our unique assembly of Jews.

Please allow us to expand and develop our congregation, through the addition of a well-planned structure that will connect to the already extraordinary edifice that currently serves as a focal point of our congregation's shared religious experience. We will continue to work on developing greater sensitivities toward our neighbors and "live" the religious values that we learn.

Best regards,

A handwritten signature in black ink, appearing to read 'Adam Rubin', written over a horizontal line.

Adam Rubin, Esq.

Dear members of the zoning commission:

As a 1969 graduate of Pikesville Senior High, it gives me immense pleasure to see the continued strength and vitality of our neighborhood. My wife and I, as well as two of our sons and their families, live in the neighborhood and are active members of the Ohel Moshe Congregation. It has become a focus for activities that serve a significant and growing segment of the local population in a way that could not be met by a facility in a different location.

We hope that you will permit the requested expansion of the facility so that the positive impact of the presence of Ohel Moshe in its current location will be reinforced. It is a wonderful resource and a good neighbor, and the expansion of the facility to a size that is adequate for all of its activities will allow it to continue to be a great asset to the community.

Sincerely,

A handwritten signature in cursive script that reads "Murray Friedman". The signature is written in dark ink and is positioned above the printed name.

Murray Friedman

February 26, 2016

Code Enforcement Hearing  
Jefferson Building, Room 205  
105 West Chesapeake Avenue  
Towson, Maryland 21204

**Re: Hearing for Congregation Ohel Moshe, 2808 Smith Ave., Baltimore,  
MD 21209**

Dear Judge:

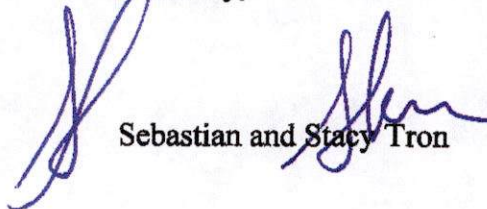
It is our pleasure to write to you to express our views in full support of the expansion of the building owned by the Congregation Ohel Moshe, located at 2808 Smith Avenue, Baltimore, Maryland 21209 (the "Building").

We are residents of Baltimore County, residing in very close proximity to the Building. Since the very first day we moved into our current home, back in September 2015, we have only had great experiences with the neighbors, the Congregation Ohel Moshe, and the Orthodox Community at large.

In regards to the Congregation Ohel Moshe, specifically, we have been particularly inspired by the sensitivity and kindness that the individuals attending this synagogue routinely display to us and to others. We are confident that an expanded Building will: (i) bring more individuals with the same positive attitude; (ii) enhance the appearance of the neighborhood with a new and modern building structure; (iii) serve the greater community with family programs and activities, (iv) encourage more family activities, volunteerism, charity, and (v) develop and enrich the youth, young professionals, middle-age and elderly in our neighborhood with revitalizing spiritual programming on Jewish values and communal responsibility. We are confident that besides these unique contributions, having an expanded and contiguous Building will promote a higher sense of safety and security for the neighborhood as a whole.

In sum, we are in favor of the Congregation Ohel Moshe's intent to expand its current building. We are confident that such endeavor will benefit this neighborhood and the Baltimore County community at large.

Sincerely,



Sebastian and Stacy Tron



March 2, 2017

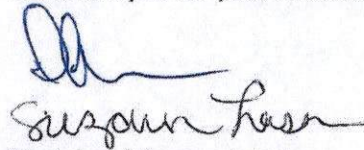
To the Members of the Baltimore County Zoning Committee:

As neighbors and congregants of Ohel Moshe Congregation (our home is .2 miles from the synagogue), we write this letter in support of the congregation's application for a variance.

Since the synagogue's founding, we have witnessed the neighborhood grow exponentially, as more and more young families have chosen to live near of the synagogue and benefit from its services and programs. As its membership has grown, the building that has well-served the synagogue can no longer accommodate the number of people who use it.

As the synagogue seeks to expand its facilities, we express our full support for the project. The variance request is reasonable, as it takes into account additional projected membership growth that is certain to occur in the years ahead. Granting the variance – in addition to allowing for an expansive facility - will most certainly increase property values in the immediate area as more Jewish Orthodox families will want to purchase homes in proximity of a synagogue that can service their families. We feel that the synagogue's intentions to expand slightly beyond the normal setback will have minimal impact on the neighborhood and will not disrupt any sight lines, due to the low height of the proposed building.

We thank you for your consideration.

A handwritten signature in blue ink, appearing to read "Daniel and Suzann Lasson".

Daniel and Suzann Lasson  
2707 Smith Ave.

Mark & Shoshana Goldberg

---

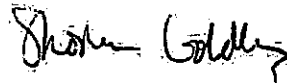
2816 Smith Avenue  
Baltimore, MD 21209

February 28, 2017

To Whom It May Concern:

This letter is in reference to the zoning request made by Ohel Moshe Congregation on Friday, March 3, 2017. As close neighbors (four doors away) to Ohel Moshe, we believe that the request should be granted. Ohel Moshe has brought our neighborhood much vibrancy and a sense of community. Allowing it to be expanded will only further enhance the many positive things that Ohel Moshe has to offer. We fully support the expansion of Ohel Moshe.

Sincerely,



Mark and Shoshana Goldberg  
2816 Smith Avenue



March 1, 2017

To Whom It May Concern,

I am writing to express my support of Congregation Ohel Moshe's proposal to expand its building. My family and I are members of the synagogue and the congregation has outgrown its current facilities. This proposed expansion would create much needed space for my children to play and for myself and fellow members to pray and socialize comfortably. It is exciting to think about lifecycle events that could be held in a newly-created social hall and classes that could take place in new classrooms.

Thank you for considering our proposal and helping us to build a peaceful, family-oriented community in Baltimore.

Sincerely,

A handwritten signature in black ink, appearing to read 'Rachel Gedalius', written in a cursive style.

Rachel Gedalius  
2819 Damascus Ct.  
Apt. B  
Baltimore, MD 21209

PLEASE PRINT CLEARLY

CASE NAME 17-181  
CASE NUMBER \_\_\_\_\_  
DATE MARCH 3, 2017

# PETITIONER'S SIGN-IN SHEET

| NAME                     | ADDRESS                          | CITY, STATE, ZIP              | E-MAIL                            |
|--------------------------|----------------------------------|-------------------------------|-----------------------------------|
| Timothy M. Kotroco       | 305 Washington Avenue, Suite 502 | Towson, MD 21204              | Tkotroco@gmail.com                |
| TOMI CORTEAL             | 2835 SMITH AVE, SUITE G          | BALTO, MD. 21209              | ALORTEAL@CMRENGHNEERS.C           |
| DICK MATZ                | " " "                            | " " "                         | DMATZ@CMRENGHNEERS.C              |
| Rizi Rosenblum           | 2608 SUMMERSON RD                | " " "                         | RIZI.ROSENBLUM@GMAIL.COM          |
| HOWARD TEICHMAN          | 2610 SUMMERSON RD                | BALTIMORE MD 21209            | RAVZT@OHELMOSHEBALTIMORE          |
| Shira Kaplon             | 2702 Copperfield Ct              | Baltimore Maryland 21209      | Shira.kaplon@gmail.com            |
| David Kaplon             | 2702 Copperfield Ct              | Baltimore, MD 21209           | SDKAPLON@comcast.net              |
| Riki Rosenblum           | 2608 Summerston Rd               | Baltimore, MD 21209           | Riki.Rosenblum@aol.com            |
| Chaya Cairn              | 6800 Darwood Drive               | Balt MD 21209                 | chayacaine@gmail.com              |
| Nyftali Fink             | 3028 Fallstaff Rd.               | Balt MD 21209                 | nyfink@gmail.com                  |
| Yonah Herman             | 2710 SUMMERSON Road              | Baltimore, MD 21209           | yonahherman@yahoo.com             |
| Joel Gedalius            | 2819 Damascus Ct, Apt B          | Baltimore MD 21209            | joel@gedalius.com                 |
| Adam Caine               | 6800 Darwood Dr                  | Baltimore MD 21209            | Rockycaine@gmail.co               |
| Donny Adler              | 2802 Smith Ave                   | Balt MD 21209                 | donnyadler671@gmail.com           |
| Miri Adler               | 2802 Smith Ave                   | Balt MD 21209                 | miriadler3@gmail.com              |
| <del>Irvin Flax</del>    | <del>6800 Cherokee Dr</del>      | <del>Balt MD 21209</del>      | <del>IRVFLAX@gmail.com</del>      |
| <del>David Flax</del>    | <del>2813 Laurelwood Ct</del>    | <del>Balt, MD 21209</del>     | <del>David.Flax@outlook.com</del> |
| <del>Ashley Cohen</del>  | <del>2810 Laurelwood Ct.</del>   | <del>" " "</del>              | <del>harrietiris2@gmail.com</del> |
| <del>Harriet Cohen</del> | <del>2810 Laurelwood Ct.</del>   | <del>" " "</del>              | <del>harrietiris2@gmail.com</del> |
| <del>PAUL WEINER</del>   | <del>2812 LAURELWOOD CT.</del>   | <del>BALTIMORE MD 21209</del> | <del>paulweiner@yahoo.com</del>   |
| SIMONE C. WEINER         | 2812 LAURELWOOD                  |                               |                                   |

Josh Steininger  
Ar. Brown

3804 Elmy Dr  
2802 Smith Ave

Baltimore MD 21209  
Baltimore 21209

joshsteininger@gmail.com  
Ar. Brown



PLEASE PRINT CLEARLY

CASE NAME

CASE NUMBER \_\_\_\_\_

DATE \_\_\_\_\_

CASE NAME \_\_\_\_\_  
CASE NUMBER 2017-0181-SPTA  
DATE March 3, 2017

# CITIZEN'S SIGN - IN SHEET

NAME \_\_\_\_\_

ADDRESS

CITY, STATE, ZIP

E - MAIL

[illegible]

## MEMORANDUM

DATE: April 13, 2017  
TO: Zoning Review Office  
FROM: Office of Administrative Hearings  
RE: Case No. 2017-0181-SPHA – Appeal Period Expired

---

The appeal period for the above-referenced case expired on April 12, 2017. There being no appeal filed, the subject file is ready for return to the Zoning Review Office and is placed in the 'pick up box.'

c: / Case File  
Office of Administrative Hearings

PLEASE PRINT CLEARLY

CASE NAME \_\_\_\_\_  
CASE NUMBER \_\_\_\_\_  
DATE \_\_\_\_\_

# PETITIONER'S SIGN-IN SHEET

| NAME                 | ADDRESS                          | CITY, STATE, ZIP     | E-MAIL                      |
|----------------------|----------------------------------|----------------------|-----------------------------|
| Timothy M. Kotroco   | 305 Washington Avenue, Suite 502 | Towson, MD 21204     | Tkotroco@gmail.com          |
| Rochel Halkimi       | 2809 Larchmont Court             | Baltimore MD 21209   | RHalkimi@gmail.com          |
| Noah Ganz            | 6702 Darwood Dr                  | Baltimore MD 21209   | Noahganz@gmail.com          |
| Yirmiyahu Rabenstein | 6717 Old Pimlico Rd              | Balt, MD 21209       | yrabenstein@gmail.com       |
| Sept Levin           | 6805 Marlboro Rd                 | Baltimore, MD 21209  | levin, David (9) 7thoo.2017 |
| BRIAN SIMON          | 2903 Oakton Ct                   | Baltimore, MD 21209  | bebrov2simon@gmail.com      |
| MORRIS SIEGEL        | 2900 Smith Ave                   | BAVTO. CO. MD. 21208 | MSIEGEL@AAROLDFOODS.COM     |
| ADAM RUBIN           | 3018 Fallstaff Road              | Baltimore, MD 21209  | acrubin@gmail.com           |
| Rich Neuman          | 3105 Marpat Road                 | Balto, MD 21208      | rneuman@Kestm.com           |
| David Wealcatch      | 2721 Woodcourt Rd                | Baltimore, MD 21209  | davidwealcatch@gmail.com    |
| Moshe M Rubin        | 6517 Wickfield Rd                | Baltimore, MD 21209  |                             |
| Shmuel Abramson      | 2711 Woodcourt Rd                | Baltimore MD 21209   | Shmuel.Abramson@gmail.com   |
| Joshua Steinharter   | 2713 Woodcourt Rd                | Baltimore MD 21209   | shuie.steinharter@yahoo.com |
| Isaac Kotlicky       | 2814 Smith Avenue                | Baltimore, MD 21209  | IsaacKotlicky@gmail.com     |
| STEVEN FRIEDMAN      | 6404 Apollo Drive                | BALTIMORE, MD 21209  | STEVEN@NORTHWESTPAPER.NET   |
| ROBERT WAXMAN        | 6800 Viewway Ct                  | BALT, MD 21209       | ROBERT WAXMAN PHARM @ YAHOO |
| Yehuda Frager        | 6627 Chippewa Dr                 | Baltimore, MD 21209  | ystrager@gmail.com          |
|                      |                                  |                      |                             |
|                      |                                  |                      |                             |
|                      |                                  |                      |                             |



2017-0181-SPHA 3/3

CASE NAME 201  
CASE NUMBER \_\_\_\_\_  
DATE \_\_\_\_\_

1:30  
PM

[illegible]

amir@umaryland.edu



[Real Property Data Search](#) [Guide to searching the database](#)

[Search Result for BALTIMORE COUNTY](#)

| View Map                                     |          |                                           | View GroundRent Redemption                |                        |                        |                       | View GroundRent Registration          |                                     |                  |           |
|----------------------------------------------|----------|-------------------------------------------|-------------------------------------------|------------------------|------------------------|-----------------------|---------------------------------------|-------------------------------------|------------------|-----------|
| Account Identifier:                          |          |                                           | District - 03 Account Number - 0302086800 |                        |                        |                       |                                       |                                     |                  |           |
| Owner Information                            |          |                                           |                                           |                        |                        |                       |                                       |                                     |                  |           |
| Owner Name:                                  |          | CONGREGATION OHEL MOSHE                   |                                           |                        |                        | Use:                  |                                       | EXEMPT COMMERCIAL                   |                  |           |
| Mailing Address:                             |          | 2808 SMITH AVE<br>BALTIMORE MD 21209-1427 |                                           |                        |                        | Principal Residence:  |                                       | NO                                  |                  |           |
|                                              |          |                                           |                                           |                        |                        | Deed Reference:       |                                       | /25922/ 00329                       |                  |           |
| Location & Structure Information             |          |                                           |                                           |                        |                        |                       |                                       |                                     |                  |           |
| Premises Address:                            |          | 2808 SMITH AVE<br>0-0000                  |                                           |                        |                        | Legal Description:    |                                       | CH EX<br>2808 SMITH AVE<br>WELLWOOD |                  |           |
| Map:                                         | Grid:    | Parcel:                                   | Sub District:                             | Subdivision:           | Section:               | Block:                | Lot:                                  | Assessment Year:                    | Plat No:         | 1         |
| 0078                                         | 0005     | 0464                                      |                                           | 0000                   | 1                      | H                     | 5                                     | 2017                                | Plat Ref:        | 0023/0035 |
| Special Tax Areas:                           |          |                                           |                                           |                        |                        | Town:                 |                                       | NONE                                |                  |           |
|                                              |          |                                           |                                           |                        |                        | Ad Valorem:           |                                       |                                     |                  |           |
|                                              |          |                                           |                                           |                        |                        | Tax Class:            |                                       |                                     |                  |           |
| Primary Structure Built                      |          | Above Grade Enclosed Area                 |                                           | Finished Basement Area |                        | Property Land Area    |                                       | County Use                          |                  |           |
| 2014                                         |          | 2,576 SF                                  |                                           |                        |                        | 8,260 SF              |                                       | 01                                  |                  |           |
| Stories                                      | Basement | Type                                      | Exterior                                  | Full/Half Bath         | Garage                 | Last Major Renovation |                                       |                                     |                  |           |
|                                              |          | CHURCH                                    | SIDING                                    |                        |                        |                       |                                       |                                     |                  |           |
| Value Information                            |          |                                           |                                           |                        |                        |                       |                                       |                                     |                  |           |
|                                              |          |                                           | Base Value                                |                        | Value As of 01/01/2017 |                       | Phase-in Assessments As of 07/01/2016 |                                     | As of 07/01/2017 |           |
| Land:                                        |          |                                           | 81,700                                    |                        | 81,700                 |                       |                                       |                                     |                  |           |
| Improvements                                 |          |                                           | 314,900                                   |                        | 320,500                |                       |                                       |                                     |                  |           |
| Total:                                       |          |                                           | 396,600                                   |                        | 402,200                |                       | 396,600                               |                                     | 398,467          |           |
| Preferential Land:                           |          |                                           | 0                                         |                        |                        |                       |                                       |                                     | 0                |           |
| Transfer Information                         |          |                                           |                                           |                        |                        |                       |                                       |                                     |                  |           |
| Seller: MAHPOUR LADAN O                      |          |                                           |                                           | Date: 07/17/2007       |                        |                       |                                       | Price: \$270,000                    |                  |           |
| Type: ARMS LENGTH IMPROVED                   |          |                                           |                                           | Deed1: /25922/ 00329   |                        |                       |                                       | Deed2:                              |                  |           |
| Seller: TABANNEJAD MORIS                     |          |                                           |                                           | Date: 04/30/2007       |                        |                       |                                       | Price: \$220,000                    |                  |           |
| Type: NON-ARMS LENGTH OTHER                  |          |                                           |                                           | Deed1: /25559/ 00057   |                        |                       |                                       | Deed2:                              |                  |           |
| Seller: BURKOM BERNARD                       |          |                                           |                                           | Date: 08/04/2004       |                        |                       |                                       | Price: \$170,000                    |                  |           |
| Type: ARMS LENGTH IMPROVED                   |          |                                           |                                           | Deed1: /20488/ 00247   |                        |                       |                                       | Deed2:                              |                  |           |
| Exemption Information                        |          |                                           |                                           |                        |                        |                       |                                       |                                     |                  |           |
| Partial Exempt Assessments:                  |          | Class                                     |                                           | 07/01/2016             |                        | 07/01/2017            |                                       |                                     |                  |           |
| County:                                      |          | 700                                       |                                           | 396,600.00             |                        | 398,467.00            |                                       |                                     |                  |           |
| State:                                       |          | 700                                       |                                           | 396,600.00             |                        | 398,467.00            |                                       |                                     |                  |           |
| Municipal:                                   |          | 700                                       |                                           | 0.00 0.00              |                        | 0.00 0.00             |                                       |                                     |                  |           |
| Tax Exempt:                                  |          | Special Tax Recapture:                    |                                           |                        |                        |                       |                                       |                                     |                  |           |
| Exempt Class:                                |          | NONE                                      |                                           |                        |                        |                       |                                       |                                     |                  |           |
| Homestead Application Information            |          |                                           |                                           |                        |                        |                       |                                       |                                     |                  |           |
| Homestead Application Status: No Application |          |                                           |                                           |                        |                        |                       |                                       |                                     |                  |           |





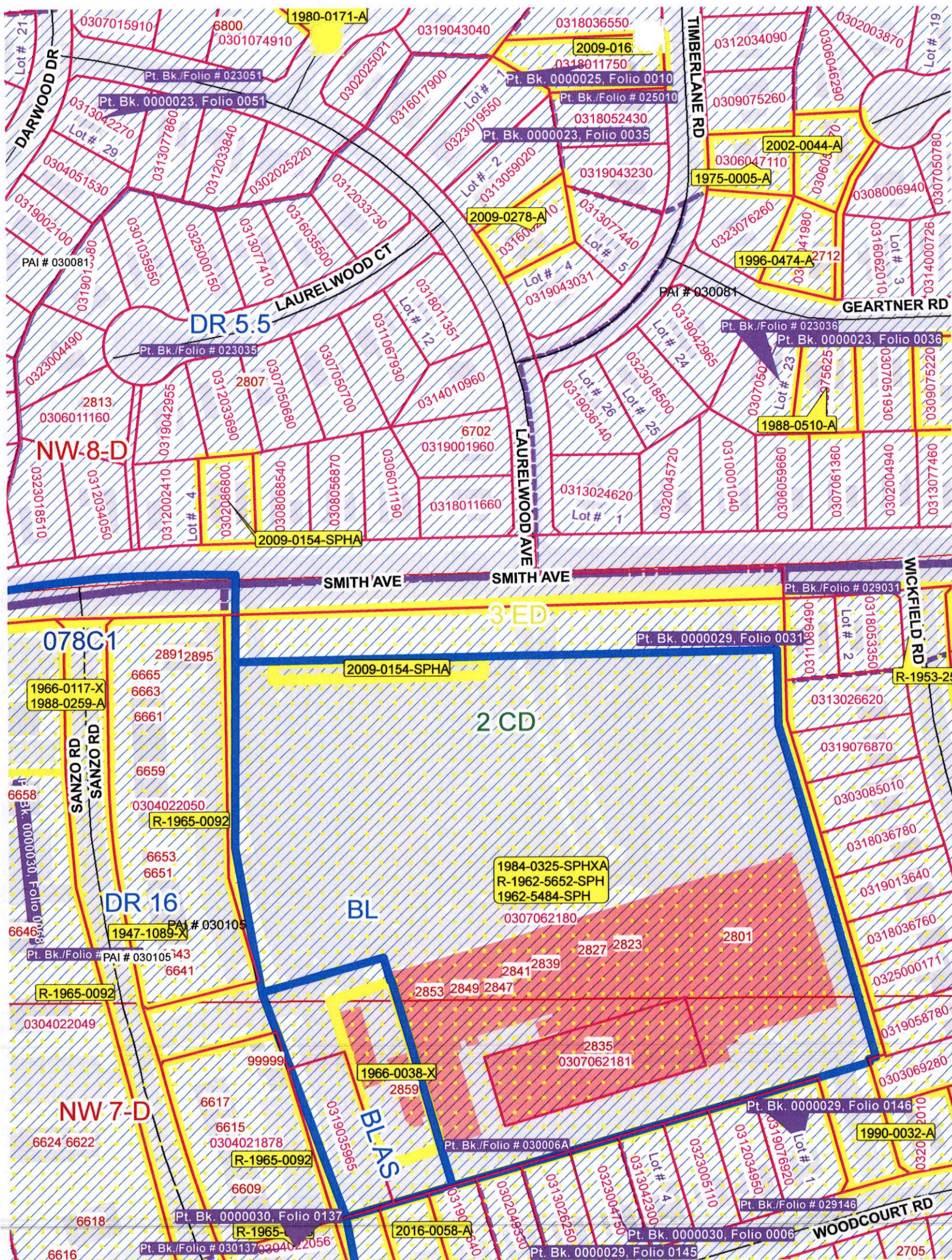
## Permit Review Map

Created By  
Baltimore County  
My Neighborhood



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IN RE: PETITIONS FOR SPECIAL HEARING  
AND VARIANCE

N/Side of Smith Avenue, 157' E of  
Sanzo Road  
(2808 Smith Avenue)

3<sup>rd</sup> Election District  
2<sup>nd</sup> Council District

Congregation Ohel Moshe  
*Petitioner*

BEFORE THE  
ZONING COMMISSIONER  
OF  
BALTIMORE COUNTY

Case No. 2009-0154-SPHA

**FINDINGS OF FACT AND CONCLUSIONS OF LAW**

This matter comes before this Zoning Commissioner for consideration of Petitions for Special Hearing and Variance filed by the legal owner of the subject property, Congregation Ohel Moshe, by its President, Azi Rosenblum, through its attorney, Deborah C. Dopkin, Esquire. Petitioner requests special hearing relief, in accordance with Section 500.7 of the Baltimore County Zoning Regulations (B.C.Z.R.), to determine, pursuant to Section 1B01.1.B.1.g(6), that the proposed synagogue is planned in such a way that compliance, to the extent possible with Residential Transition Area (RTA) use requirements, will be maintained and can be expected to be compatible with the character and general welfare of the surrounding residential premises; to approve a modified parking plan pursuant to Section 409.12.B; to approve a modification of landscaping standards pursuant to Section 409.8.A.1, and to affirm the relief granted in zoning Case No. 5652-SPH. Petitioner is also requesting variance relief from Section 1B01.2.C.1.a to permit a front non-residential building setback in a D.R.5.5 zone of 30 feet in lieu of 40 feet required, and from Section 1B01.2.C.1.a to permit side non-residential building setbacks in a D.R.5.5 zone of 8 (west side) and 12 feet (east side) in lieu of 20 feet required. The subject

CASE NO. 2009-0154-SPHA  
DATE 5-4-09  
BY [Signature]





My Neighborhood Map

Created By  
Baltimore County  
My Neighborhood



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Printed 2/27/17



Case No.:

2017-0181-SPHA

## Exhibit Sheet

Petitioner/Developer

~~Protestant~~

Pet. Cont'd

|        |                                      |            |                                     |
|--------|--------------------------------------|------------|-------------------------------------|
| No. 1  | Plan                                 | #13        | Aerial photo                        |
| No. 2  | License Agt. 2012                    | #14        | Aerial photo showing parking lot    |
| No. 3  | License Agt. 2016                    | #15<br>A+B | photos of synagogue and parking lot |
| No. 4  | Elevation                            |            |                                     |
| No. 5  | Elevation                            |            |                                     |
| No. 6  | Order # 2009-154                     |            |                                     |
| No. 7  | Floorplan                            |            |                                     |
| No. 8  | Landscape Plan                       |            |                                     |
| No. 9  | Letters of support                   |            |                                     |
| No. 10 | Map w/ homes of Congregation members |            |                                     |
| No. 11 | " same "                             |            |                                     |
| No. 12 | Order Case #5652                     |            |                                     |



old Parking

## LICENSE AGREEMENT

**THIS LICENSE AGREEMENT** (the "License Agreement") dated as of the 18<sup>th</sup> day of July, 2012, between **GREENSPRING MALL LLLP**, a Maryland limited liability company, ("Licensor") and **CONGREGATION OHEL MOSHE**, a Maryland non-profit corporation, "Licensee"), located at 2808 Smith Ave. Baltimore, MD 21209.

### WITNESSETH

The parties hereto, intending to be legally bound, hereby covenant with each other as follows:

1. Licensor is the owner of the shopping center and related amenities located at 2801 Smith Avenue, Baltimore, Maryland 21208 and commonly known as Greenspring Shopping Center (the "Shopping Center"). Licensor hereby grants to Licensee a non-exclusive license to use, in common with others, a maximum of **thirty (30)** parking spaces on the parking lot at the Shopping Center located between the west and center entrances of the parking lot shown on Exhibit A attached hereto and made a part hereof (the "Licensed Premises"), to be used only for overflow parking of Licensee's congregants and the parking of such congregant's cars on the Licensed Premises and for no other purpose. Licensor may designate a different location for the Licensed Premises from time to time in its sole discretion. Licensor makes no representations to Licensee with respect to the right of Licensee to operate its business on the Licensed Premises.

2. The term of this License Agreement (the "Term") shall commence September 1, 2012 and shall expire on August 31, 2016 (unless sooner terminated as herein provided), provided, however, that this License Agreement may be terminated by either party, on giving ninety (90) days prior written notice of termination. Upon giving such written notice, if Licensee has not vacated the Licensed Premises, Licensor shall be entitled to immediately or at any time thereafter, re-enter the Licensed Premises and remove all persons and all or any property there from by any suitable action or proceeding at law or otherwise (including, but not limited to self-help) without being liable for any prosecution there for or damage resulting there from, and repossess and enjoy the Licensed Premises, together with all additions, alterations and improvements, to which remedies and acts the Licensee specifically consents.

3. Licensee agrees to pay Licensor for the use of the Licensed Premises an annual fee of Five Dollars (\$5.00), and other good and valuable consideration for its use of the licensed premises.

4. Licensee covenants: that no waste or damage shall be committed upon or to the Licensed Premises; that the Licensed Premises shall be used for only the purpose hereinabove stated; that the Licensed Premises shall not be used for any unlawful purpose and no violations of law or ordinance or duly constituted authority shall be committed thereon. Throughout the Term hereof, Licensee, at Licensee's own cost and expense, shall take good care of the Licensed Premises; promptly pay the expense of any repairs and installations necessitated by Licensee's use of the License Premises; give prompt notice to Licensor of any damage that may occur; execute and comply with all laws, rules, orders, ordinances and regulations at any time issued or in force, applicable to the Licensed Premises or Licensee's use thereof, by the city, county, State



and Federal governments and Licensor, and of each and every department, bureau and official thereof, and of the board of Fire Underwriters thereof.

5. Licensee is to conduct itself in a good and orderly manner and is to keep the Licensed Premises and the surrounding premises in a clean and sanitary condition and secure all necessary licenses and comply with all applicable municipal regulations and also any regulations set forth by Licensor.

7. Licensee shall not assign, sublet, mortgage or encumber this License or Licensee's rights pursuant to this License Agreement.

8. It is agreed that Licensor shall not be liable to the Licensee or any other person on or about the Licensed Premises and Shopping Center for any damage either to person or property, or for any loss incurred on or about the Licensed Premises and Shopping Center through fault of Licensee or any other person.

9. (a) Hazardous Materials. Licensee covenants that the Licensed Premises shall be kept free of Hazardous Materials, and neither Licensee nor any of its officers, directors, employees, agents, customers, or invitees or any person coming or being on the Licensed Premises by the license of the Licensee, express or implied (collectively with the Licensee the "Licensee Parties") shall use, transport, store, dispose of or in any manner deal with Hazardous Materials on the Licensed Premises except in compliance with all applicable federal, state and local laws, ordinances, rules and regulations (collectively, "Laws"). Licensee shall comply with, and ensure compliance by all Licensee Parties with, all Laws, and shall keep the Premises free and clear of any liens imposed pursuant to such Laws. In the event that Licensee receives any notice or advice from any governmental agency or any source whatsoever with respect to Hazardous Materials on, from or affecting the Licensed Premises, Licensee shall promptly notify Landlord. If reasonably requested to do so by Landlord, Licensee shall conduct and complete all investigations, studies, sampling, and testing and, to the extent that the presence on the Licensed Premises of Hazardous Materials is caused by Licensee or any Licensee Parties during the term of this Lease or any extension term, Licensee shall undertake all remedial actions necessary to clean up and remove all Hazardous Materials from the Licensed Premises in accordance with all Laws. The term "Hazardous Materials" as used in this Lease shall include, without limitation, gasoline, petroleum products, explosives, radioactive materials, polychlorinated biphenyls or related or similar materials, or any other substance or material defined as a hazardous or toxic substance or material by any federal, state or local law, ordinance, rule or regulation, but excluding asbestos. The obligations and liabilities of Landlord and Licensee under this Section shall survive the expiration or earlier termination of this License Agreement. (b) Indemnity. Licensee shall be responsible for any damage to the property of the Licensor which may result from any use of the Licensed Premises, or any act done thereon by Licensee or any person coming or being thereon by the license of the Licensee, express or implied. Licensee shall indemnify Licensor and its partners, officers, employees, agents, affiliates and any mortgagee for any damage to any property of Licensor caused by or arising out of or in connection with (i) any acts, omissions or negligence of Licensee, its directors, officers, agents, employees, contractors, customers or invitees; (ii) Licensee's occupancy or use of the Licensed Premises or the Shopping Center; (iii) anything, matter or condition of, on or pertaining to the Licensed Premises; (iv) any breach by Licensee of any term, covenant or condition of this License Agreement to be performed or observed by Licensee; or (v) (A) the presence, disposal, escape, seepage, leakage,

spillage, discharge, emission, release, or threatened release of any Hazardous Materials from, or affecting the Licensed Premises or any other property; (8) any personal injury arising out of or related to such Hazardous Materials; (C) any lawsuit brought or threatened, settlement reached, or government order relating to such Hazardous Materials, or (D) any violation of Laws which are based upon or in any way related to such Hazardous Materials, including, without limitation, the costs and expenses of any remedial action, attorney and consultant fees, investigation and laboratory fees, court costs and litigation expenses; provided that the foregoing conditions of this subsection 9(b)(v) arise in connection with any acts, omissions or negligence of the Licensee Parties in connection with their use of the Licensed Premises. Without limiting the generality of the foregoing, Licensee shall defend, indemnify, and save Licensor and its partners, officers, employees, agents, affiliates and any mortgagee harmless from and against any and all claims, actions, demands, damages, liability and expenses (including counsel fees) for injury to the property of others and injury or death of persons, which is caused by or arises out of or in connection with Licensee's use or occupancy of the Licensed Premises or the Shopping Center, or any thing, matter or condition of, on or pertaining to the Licensed Premises, or any act or omission of Licensee, its agents, employees, servants, or contractors, or out of breach by Licensee of any term, covenant or condition of this License Agreement to be performed or observed by Licensee.

10. Licensee shall obtain and keep in full force and effect throughout the Term, at its expense, a policy of comprehensive general public liability insurance covering personal and bodily injury and property damage occurring on or about the Licensed Premises or elsewhere in the Shopping Center, naming Licensor as an additional insured, and which shall include contractual indemnity coverage for Licensee's liability under Section 9 above, providing combined single limit coverage of not less than Two Million Dollars (\$2,000,000.00). The policy shall provide that the insurer may not cancel, terminate or change the insurance without first giving Licensor at least thirty (30) days prior written notice. The insurance shall be carried with an insurance company approved by Licensor, and a copy of the policy or a certificate of insurance, with paid receipts, shall be delivered to Licensor prior to the commencement date and prior to any renewal or replacement of such policy.

11. Licensor shall not be under any responsibility or liability in any way whatsoever for the quality, quantity, impairment, interruption, stoppage or other interference with service involving water, heat, gas, electric current for light and power, telephone, or any other service. Licensor shall not be liable for any damage to property of Licensee or of others located on the Licensed Premises, nor for the loss of or damage to any property of Licensee or of others by theft or otherwise. Licensor shall not be liable for any injury or damage to persons or property resulting from (but not limited to) fire, explosion, falling plaster, steam, gas electricity, water, rain, snow or leaks from any part of the Licensed Premises or from the pipes, appliances or plumbing works or from any roof, street or subsurface or from any other place or by dampness or by any other cause of whatsoever nature. Licensor shall not be liable for any such damage caused by other licensees or persons in the Licensed Premises or the Shopping Center, occupants of adjacent property of the Shopping Center, or the public or quasi-public work. Licensee shall not keep or store any property on the Licensed Premises and any property kept at the Licensed Premises in violation of this License Agreement shall be so kept or stored at the risk of Licensee only and Licensee shall hold Licensor harmless from any claims arising out of damage to the same, including subrogation claims by Licensee's insurance carriers. Notwithstanding anything to the contrary herein provided in this License Agreement, each and every term, covenant,



condition and provision of this License Agreement is hereby made specifically subject to the provisions of this Section.

12. During the Term of this License Agreement, Licensee shall be entitled to the nonexclusive use, but in common with others of (i) thirty (30) parking spaces among the automobile parking areas (herein called "parking areas") from time to time made available by Licensor for the common parking of all Shopping Center tenants and licensees and their patrons; and (ii) the entrances and exits thereto and the driveways thereon for pedestrian and vehicular ingress and egress only (which parking areas, entrances, exits and driveways are herein sometimes collectively called "vehicle areas"). All of the facilities described in (i) and (ii), are herein sometimes collectively called "common areas". Licensor shall also have the right at any time, without the same constituting an actual or constructive eviction and without incurring any liability to Licensee, to change the arrangement and/or location of entrances or passageways, doors and doorways, and corridors, stairs, parking areas, or other public or common parts of the building, and to change the name by which the building is commonly known and/or its mailing address.

13. In order to preserve the parking areas for the use of the patrons of the Shopping Center, Licensor may exact parking charges (by meters or otherwise) provided that provision is made for parking ticket validation for Licensee's invitees, may close temporarily all or any portion of the common areas as may be required for proper maintenance and/or repair or to avoid dedication to public use, and take such other action as it deems advisable in its business judgment in order to secure or improve the convenience and use by the tenants and other licensees of the Shopping Center and their customers or invitees. Licensor may from time to time change the location, layout or arrangement of the parking areas, driveways and walkways and erect buildings, or other temporary or permanent structures or improvements thereon, provided that Licensor maintains a sufficient automobile parking facilities to comply with legal requirements, and does not deprive Licensee of reasonable access to the Licensed Premises. Nothing herein contained shall be deemed to be a dedication of the common areas to public use, it being Licensor's intention that the common areas may be used only by Licensee and the other permitted users mentioned in this section, and then only for the particular facilities and limited purposes specified as to each user.

14. It is specifically understood and agreed that there shall be absolutely no partnership, corporate, entity nor personal liability incurred by Licensor or any successor in interest of Licensor, whether the same be a corporation, limited liability company, an individual, joint venture, tenancy in common, firm or partnership, general or limited, or on the part of the officers, directors, stockholders, members or partners of Licensor or any partnership, corporate or entity successor in interest of Licensor with respect to any of the terms, covenants and conditions of this License Agreement, and Licensee shall look solely to the equity of Licensor or each successor in interest in the leasehold or fee estate of Licensor in the Licensed Premises for the satisfaction of each and every remedy of Licensee in the event of any breach by Licensor or by any such successor in interest of any of the terms, covenants and conditions of this License Agreement to be performed by Licensor, such exculpation of partnership, corporate, entity and/or personal liability to be absolute and without any exception whatsoever.

15. If Licensee shall be in default in the performance or observance of any agreement or condition on its part to be performed or observed, and if Licensee shall fail to cure said default

within five (5) days after written notice of said default from Licensor, then Licensor lawfully may immediately, or at any time thereafter, without further notice, terminate this License Agreement, and Licensee shall forthwith quit the Licensed Premises, but Licensee shall remain liable to Licensor for all money and other damages arising from said default.

16. If after two (2) days following expiration, termination or cancellation of this License Agreement, Licensee has failed to remove any property brought upon the Licensed Premises or the Shopping Center by Licensee in violation of Section 9 above, then and in that event said property shall be deemed abandoned by the Licensee and shall become the property of the Licensor, or Licensor may notify Licensee to remove same at Licensee's own cost and expense, and upon failure of Licensee so to do, Licensor may, in addition to any other remedies available to it, remove said property as the duly authorized agent of Licensee, and store the same in the name and at the expense of Licensee or those claiming through or under it under any usual or proper form of warehouse receipt, whether or not authorizing the sale of said property for non-payment of storage charges, without in any way being liable for conversion or negligence by reason of the acts of Licensor, or anyone claiming under it or by reason of the negligence of any person in caring for said property while in storage and Licensee will pay to Licensor upon removal and storage, irrespective of the length of time of storage.

17. It is agreed that nothing contained in this License agreement shall be deemed or construed as creating a partnership, joint or venture, or a relationship of Licensor and Licensee between Licensor and Licensee.

18. The Licensee acknowledges that it has examined the Licensed Premises and agrees to accept the same without any representations, warranties or covenants on the part of the Licensor and in the condition commonly referred to as, "As Is".

[Signatures appear on the following page.]

IN WITNESS WHEREOF, this License Agreement has been duly executed by the parties hereto, intending to be legally bound thereby, under seal, as of the day and year first above written.

WITNESS:

LICENSOR:

GREENSPRING MALL LLLP

By: Melgold Management Company, Inc.  
General Partner

Abigail Katz

By: Michael Brooks  
Michael I. Brooks, Vice President

LICENSEE:

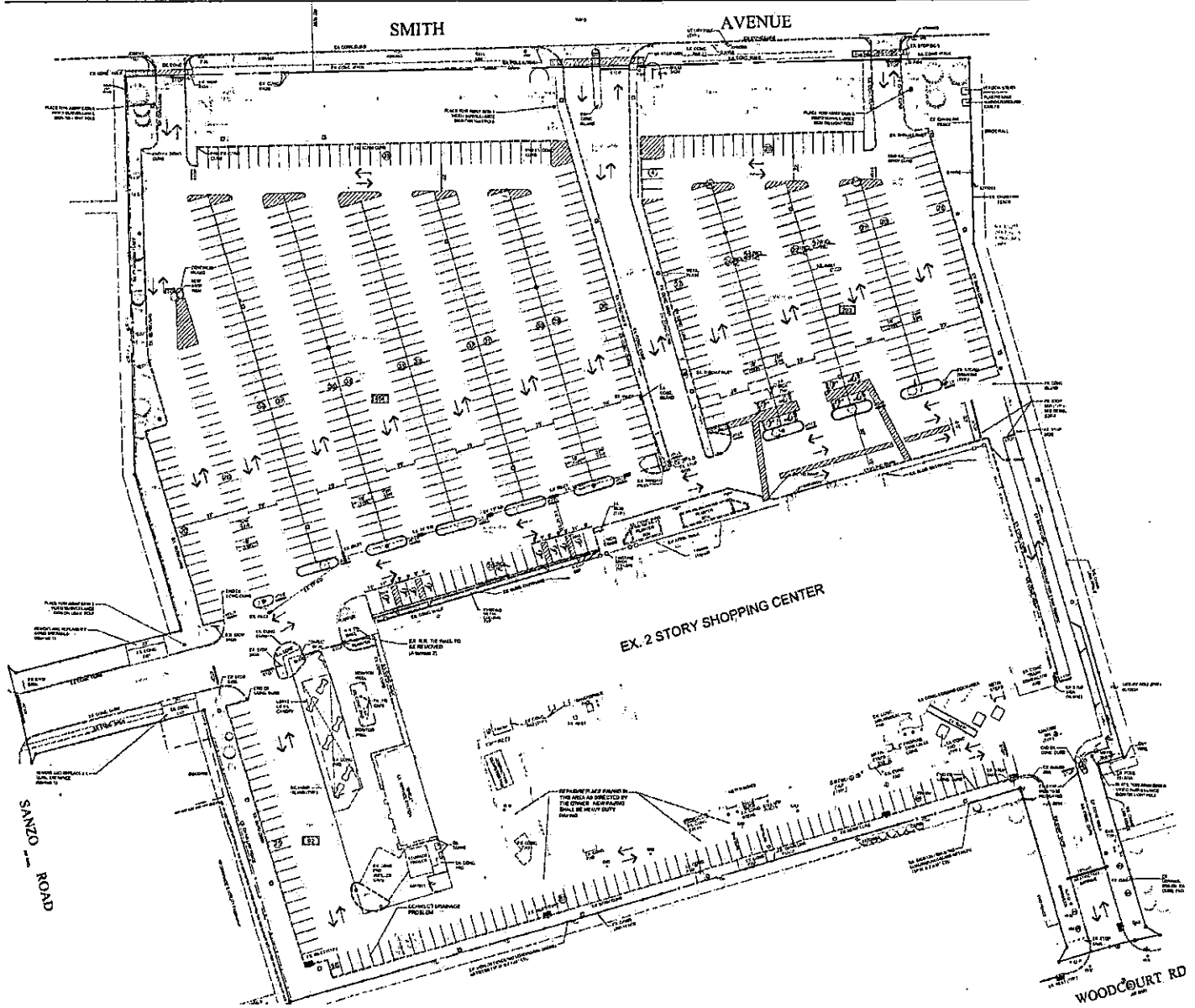
CONGREGATION OHEL MOSHE

Abigail Katz

Azriel Rosenblum  
Name: Azriel Rosenblum  
Title: President



**EXHIBIT A**  
**Licensed Premises**



## LICENSE AGREEMENT

**THIS LICENSE AGREEMENT** (the "License Agreement") dated as of the 13<sup>th</sup> day of December, 2016, between **GREENSPRING MALL LLLP**, a Maryland limited liability company, ("Licensor") and **CONGREGATION OHEL MOSHE**, a Maryland non-profit corporation, "Licensee"), located at 2808 Smith Ave. Baltimore, MD 21209.

### WITNESSETH

The parties hereto, intending to be legally bound, hereby covenant with each other as follows:

1. Licensor is the owner of the shopping center and related amenities located at 2801 Smith Avenue, Baltimore, Maryland 21208 and commonly known as Greenspring Shopping Center (the "Shopping Center"). Licensor hereby grants to Licensee a non-exclusive license to use, in common with others, a maximum of sixty two (62) parking spaces on the parking lot at the Shopping Center located between the west and center entrances of the parking lot shown on Exhibit A attached hereto and made a part hereof (the "Licensed Premises"), to be used only for overflow parking of Licensee's congregants and the parking of such congregant's cars on the Licensed Premises and for no other purpose. Licensor may designate a different location for the Licensed Premises from time to time in its sole discretion. Licensor makes no representations to Licensee with respect to the right of Licensee to operate its business on the Licensed Premises. 19

2. The term of this License Agreement (the "Term") shall commence September 1, 2016 and shall expire on August 31, 2022 (unless sooner terminated as herein provided), provided, however, that this License Agreement may be terminated by either party, on giving ninety (90) days prior written notice of termination. Upon giving such written notice, if Licensee has not vacated the Licensed Premises, Licensor shall be entitled to immediately or at any time thereafter, re-enter the Licensed Premises and remove all persons and all or any property there from by any suitable action or proceeding at law or otherwise (including, but not limited to self-help) without being liable for any prosecution there for or damage resulting there from, and repossess and enjoy the Licensed Premises, together with all additions, alterations and improvements, to which remedies and acts the Licensee specifically consents.

3. Licensee agrees to pay Licensor for the use of the Licensed Premises an annual fee of Five Dollars (\$5.00), and other good and valuable consideration for its use of the licensed premises.

4. Licensee covenants: that no waste or damage shall be committed upon or to the Licensed Premises; that the Licensed Premises shall be used for only the purpose hereinabove stated; that the Licensed Premises shall not be used for any unlawful purpose and no violations of law or ordinance or duly constituted authority shall be committed thereon. Throughout the Term hereof, Licensee, at Licensee's own cost and expense, shall take good care of the Licensed Premises; promptly pay the expense of any repairs and installations necessitated by Licensee's use of the License Premises; give prompt notice to Licensor of any damage that may occur; execute and comply with all laws, rules, orders, ordinances and regulations at any time issued or in force, applicable to the Licensed Premises or Licensee's use thereof, by the city, county, State





and Federal governments and Licensor, and of each and every department, bureau and official thereof, and of the board of Fire Underwriters thereof.

5. Licensee is to conduct itself in a good and orderly manner and is to keep the Licensed Premises and the surrounding premises in a clean and sanitary condition and secure all necessary licenses and comply with all applicable municipal regulations and also any regulations set forth by Licensor.

7. Licensee shall not assign, sublet, mortgage or encumber this License or Licensee's rights pursuant to this License Agreement.

8. It is agreed that Licensor shall not be liable to the Licensee or any other person on or about the Licensed Premises and Shopping Center for any damage either to person or property, or for any loss incurred on or about the Licensed Premises and Shopping Center through fault of Licensee or any other person.

9. (a) Hazardous Materials. Licensee covenants that the Licensed Premises shall be kept free of Hazardous Materials, and neither Licensee nor any of its officers, directors, employees, agents, customers, or invitees or any person coming or being on the Licensed Premises by the license of the Licensee, express or implied (collectively with the Licensee the "Licensee Parties") shall use, transport, store, dispose of or in any manner deal with Hazardous Materials on the Licensed Premises except in compliance with all applicable federal, state and local laws, ordinances, rules and regulations (collectively, "Laws"). Licensee shall comply with, and ensure compliance by all Licensee Parties with, all Laws, and shall keep the Premises free and clear of any liens imposed pursuant to such Laws. In the event that Licensee receives any notice or advice from any governmental agency or any source whatsoever with respect to Hazardous Materials on, from or affecting the Licensed Premises, Licensee shall promptly notify Landlord. If reasonably requested to do so by Landlord, Licensee shall conduct and complete all investigations, studies, sampling, and testing and, to the extent that the presence on the Licensed Premises of Hazardous Materials is caused by Licensee or any Licensee Parties during the term of this Lease or any extension term, Licensee shall undertake all remedial actions necessary to clean up and remove all Hazardous Materials from the Licensed Premises in accordance with all Laws. The term "Hazardous Materials" as used in this Lease shall include, without limitation, gasoline, petroleum products, explosives, radioactive materials, polychlorinated biphenyls or related or similar materials, or any other substance or material defined as a hazardous or toxic substance or material by any federal, state or local law, ordinance, rule or regulation, but excluding asbestos. The obligations and liabilities of Landlord and Licensee under this Section shall survive the expiration or earlier termination of this License Agreement. (b) Indemnity. Licensee shall be responsible for any damage to the property of the Licensor which may result from any use of the Licensed Premises, or any act done thereon by Licensee or any person coming or being thereon by the license of the Licensee, express or implied. Licensee shall indemnify Licensor and its partners, officers, employees, agents, affiliates and any mortgagee for any damage to any property of Licensor caused by or arising out of or in connection with (i) any acts, omissions or negligence of Licensee, its directors, officers, agents, employees, contractors, customers or invitees; (ii) Licensee's occupancy or use of the Licensed Premises or the Shopping Center; (iii) anything, matter or condition of, on or pertaining to the Licensed Premises; (iv) any breach by Licensee of any term, covenant or condition of this License Agreement to be performed or observed by Licensee; or (v) (A) the presence, disposal, escape, seepage, leakage,



7

spillage, discharge, emission, release, or threatened release of any Hazardous Materials from, or affecting the Licensed Premises or any other property; (8) any personal injury arising out of or related to such Hazardous Materials; (C) any lawsuit brought or threatened, settlement reached, or government order relating to such Hazardous Materials, or (D) any violation of Laws which are based upon or in any way related to such Hazardous Materials, including, without limitation, the costs and expenses of any remedial action, attorney and consultant fees, investigation and laboratory fees, court costs and litigation expenses; provided that the foregoing conditions of this subsection 9(b)(v) arise in connection with any acts, omissions or negligence of the Licensee Parties in connection with their use of the Licensed Premises. Without limiting the generality of the foregoing, Licensee shall defend, indemnify, and save Licensors and its partners, officers, employees, agents, affiliates and any mortgagee harmless from and against any and all claims, actions, demands, damages, liability and expenses (including counsel fees) for injury to the property of others and injury or death of persons, which is caused by or arises out of or in connection with Licensee's use or occupancy of the Licensed Premises or the Shopping Center, or any thing, matter or condition of, on or pertaining to the Licensed Premises, or any act or omission of Licensee, its agents, employees, servants, or contractors, or out of breach by Licensee of any term, covenant or condition of this License Agreement to be performed or observed by Licensee.

10. Licensee shall obtain and keep in full force and effect throughout the Term, at its expense, a policy of comprehensive general public liability insurance covering personal and bodily injury and property damage occurring on or about the Licensed Premises or elsewhere in the Shopping Center, naming Licensors as an additional insured, and which shall include contractual indemnity coverage for Licensee's liability under Section 9 above, providing combined single limit coverage of not less than Two Million Dollars (\$2,000,000.00). The policy shall provide that the insurer may not cancel, terminate or change the insurance without first giving Licensors at least thirty (30) days prior written notice. The insurance shall be carried with an insurance company approved by Licensors, and a copy of the policy or a certificate of insurance, with paid receipts, shall be delivered to Licensors prior to the commencement date and prior to any renewal or replacement of such policy.

11. Licensors shall not be under any responsibility or liability in any way whatsoever for the quality, quantity, impairment, interruption, stoppage or other interference with service involving water, heat, gas, electric current for light and power, telephone, or any other service. Licensors shall not be liable for any damage to property of Licensee or of others located on the Licensed Premises, nor for the loss of or damage to any property of Licensee or of others by theft or otherwise. Licensors shall not be liable for any injury or damage to persons or property resulting from (but not limited to) fire, explosion, falling plaster, steam, gas electricity, water, rain, snow or leaks from any part of the Licensed Premises or from the pipes, appliances or plumbing works or from any roof, street or subsurface or from any other place or by dampness or by any other cause of whatsoever nature. Licensors shall not be liable for any such damage caused by other licensees or persons in the Licensed Premises or the Shopping Center, occupants of adjacent property of the Shopping Center, or the public or quasi-public work. Licensee shall not keep or store any property on the Licensed Premises and any property kept at the Licensed Premises in violation of this License Agreement shall be so kept or stored at the risk of Licensee only and Licensee shall hold Licensors harmless from any claims arising out of damage to the same, including subrogation claims by Licensee's insurance carriers. Notwithstanding anything to the contrary herein provided in this License Agreement, each and every term, covenant,

condition and provision of this License Agreement is hereby made specifically subject to the provisions of this Section.

12. During the Term of this License Agreement, Licensee shall be entitled to the nonexclusive use, but in common with others of (i) sixty eight (68) parking spaces among the automobile parking areas (herein called "parking areas") from time to time made available by Licensor for the common parking of all Shopping Center tenants and licensees and their patrons; and (ii) the entrances and exits thereto and the driveways thereon for pedestrian and vehicular ingress and egress only (which parking areas, entrances, exits and driveways are herein sometimes collectively called "vehicle areas"). All of the facilities described in (i) and (ii), are herein sometimes collectively called "common areas". Licensor shall also have the right at any time, without the same constituting an actual or constructive eviction and without incurring any liability to Licensee, to change the arrangement and/or location of entrances or passageways, doors and doorways, and corridors, stairs, parking areas, or other public or common parts of the building, and to change the name by which the building is commonly known and/or its mailing address.

13. In order to preserve the parking areas for the use of the patrons of the Shopping Center, Licensor may exact parking charges (by meters or otherwise) provided that provision is made for parking ticket validation for Licensee's invitees, may close temporarily all or any portion of the common areas as may be required for proper maintenance and/or repair or to avoid dedication to public use, and take such other action as it deems advisable in its business judgment in order to secure or improve the convenience and use by the tenants and other licensees of the Shopping Center and their customers or invitees. Licensor may from time to time change the location, layout or arrangement of the parking areas, driveways and walkways and erect buildings, or other temporary or permanent structures or improvements thereon, provided that Licensor maintains a sufficient automobile parking facilities to comply with legal requirements, and does not deprive Licensee of reasonable access to the Licensed Premises. Nothing herein contained shall be deemed to be a dedication of the common areas to public use, it being Licensor's intention that the common areas may be used only by Licensee and the other permitted users mentioned in this section, and then only for the particular facilities and limited purposes specified as to each user.

14. It is specifically understood and agreed that there shall be absolutely no partnership, corporate, entity nor personal liability incurred by Licensor or any successor in interest of Licensor, whether the same be a corporation, limited liability company, an individual, joint venture, tenancy in common, firm or partnership, general or limited, or on the part of the officers, directors, stockholders, members or partners of Licensor or any partnership, corporate or entity successor in interest of Licensor with respect to any of the terms, covenants and conditions of this License Agreement, and Licensee shall look solely to the equity of Licensor or each successor in interest in the leasehold or fee estate of Licensor in the Licensed Premises for the satisfaction of each and every remedy of Licensee in the event of any breach by Licensor or by any such successor in interest of any of the terms, covenants and conditions of this License Agreement to be performed by Licensor, such exculpation of partnership, corporate, entity and/or personal liability to be absolute and without any exception whatsoever.

15. If Licensee shall be in default in the performance or observance of any agreement or condition on its part to be performed or observed, and if Licensee shall fail to cure said default

within five (5) days after written notice of said default from Licensor, then Licensor lawfully may immediately, or at any time thereafter, without further notice, terminate this License Agreement, and Licensee shall forthwith quit the Licensed Premises, but Licensee shall remain liable to Licensor for all money and other damages arising from said default.

16. If after two (2) days following expiration, termination or cancellation of this License Agreement, Licensee has failed to remove any property brought upon the Licensed Premises or the Shopping Center by Licensee in violation of Section 9 above, then and in that event said property shall be deemed abandoned by the Licensee and shall become the property of the Licensor, or Licensor may notify Licensee to remove same at Licensee's own cost and expense, and upon failure of Licensee so to do, Licensor may, in addition to any other remedies available to it, remove said property as the duly authorized agent of Licensee, and store the same in the name and at the expense of Licensee or those claiming through or under it under any usual or proper form of warehouse receipt, whether or not authorizing the sale of said property for non-payment of storage charges, without in any way being liable for conversion or negligence by reason of the acts of Licensor, or anyone claiming under it or by reason of the negligence of any person in caring for said property while in storage and Licensee will pay to Licensor upon removal and storage, irrespective of the length of time of storage.

17. It is agreed that nothing contained in this License agreement shall be deemed or construed as creating a partnership, joint or venture, or a relationship of Licensor and Licensee between Licensor and Licensee.

18. The Licensee acknowledges that it has examined the Licensed Premises and agrees to accept the same without any representations, warranties or covenants on the part of the Licensor and in the condition commonly referred to as, "As Is".

[Signatures appear on the following page.]



IN WITNESS WHEREOF, this License Agreement has been duly executed by the parties hereto, intending to be legally bound thereby, under seal, as of the day and year first above written.

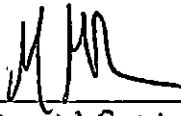
WITNESS:

LICENSOR:

GREENSPRING MALL LLLP

By: Melgold Management Company, Inc.  
General Partner

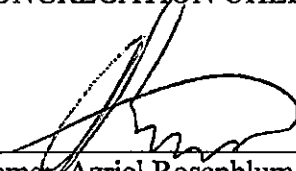
Ariqail Lubutick

By:   
Donald Goldman, President

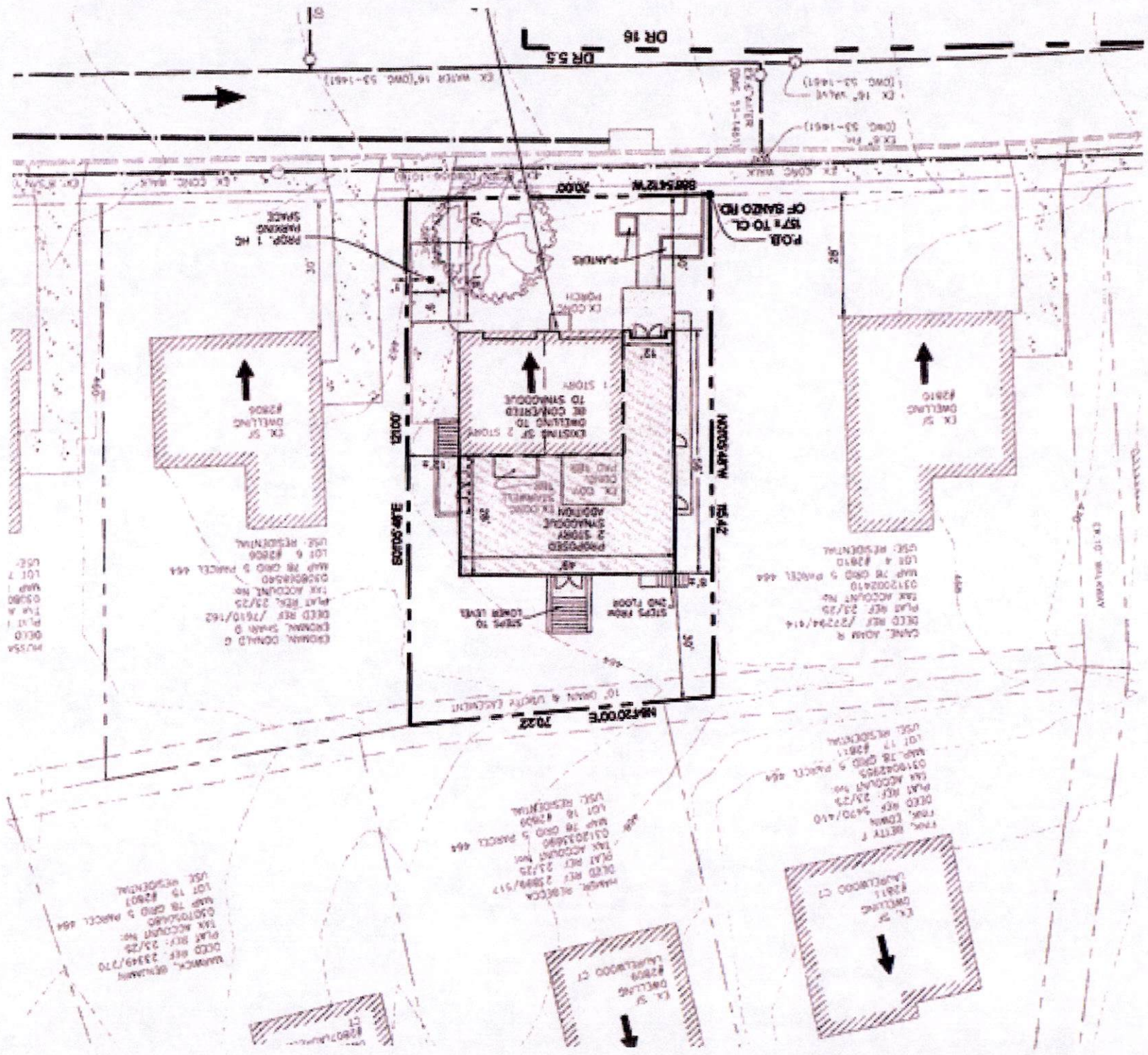
LICENSEE:

CONGREGATION OHEL MOSHE

\_\_\_\_\_

  
Name: Azriel Rosenblum  
Title: President







3/410  
25  
1301

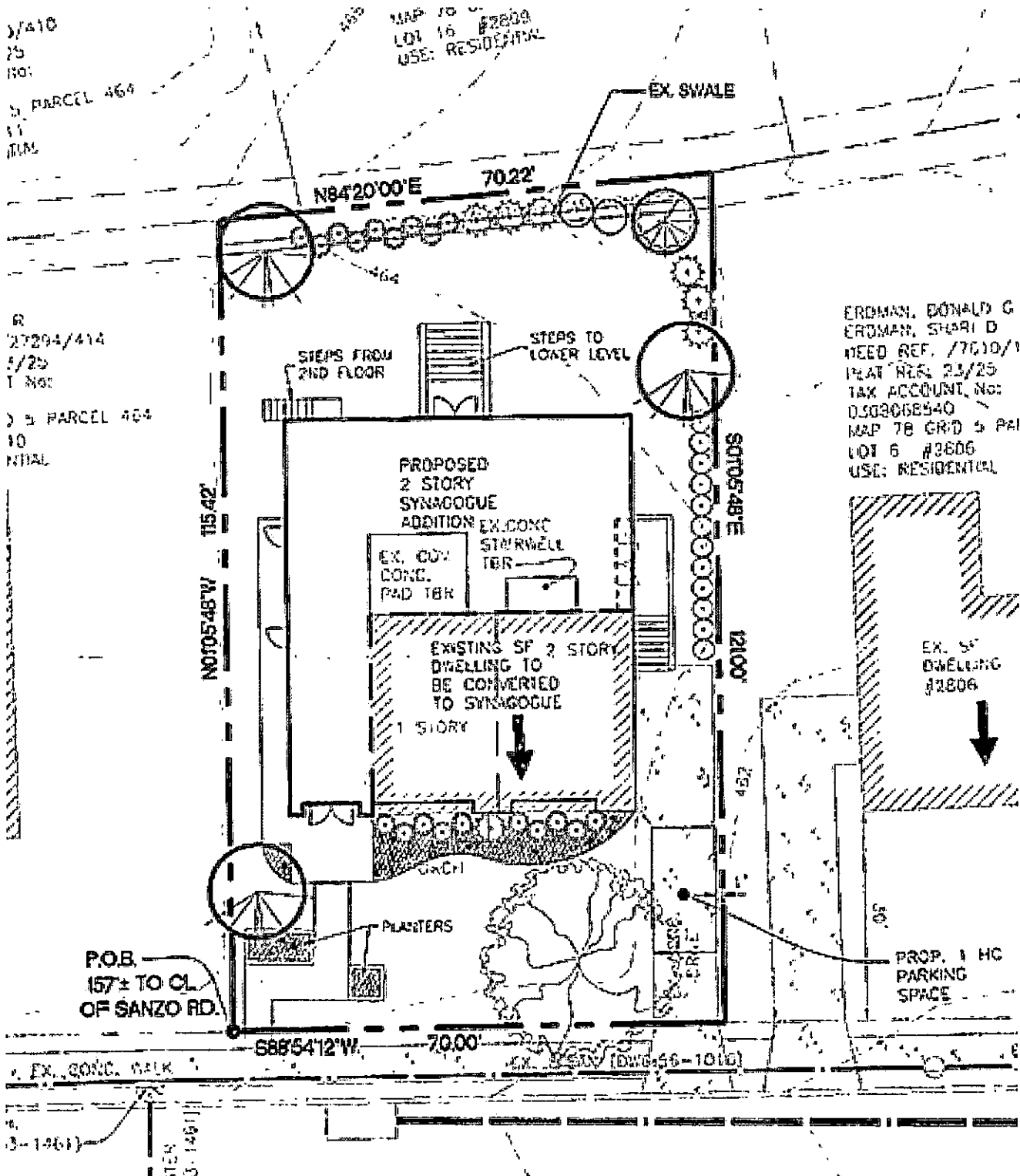
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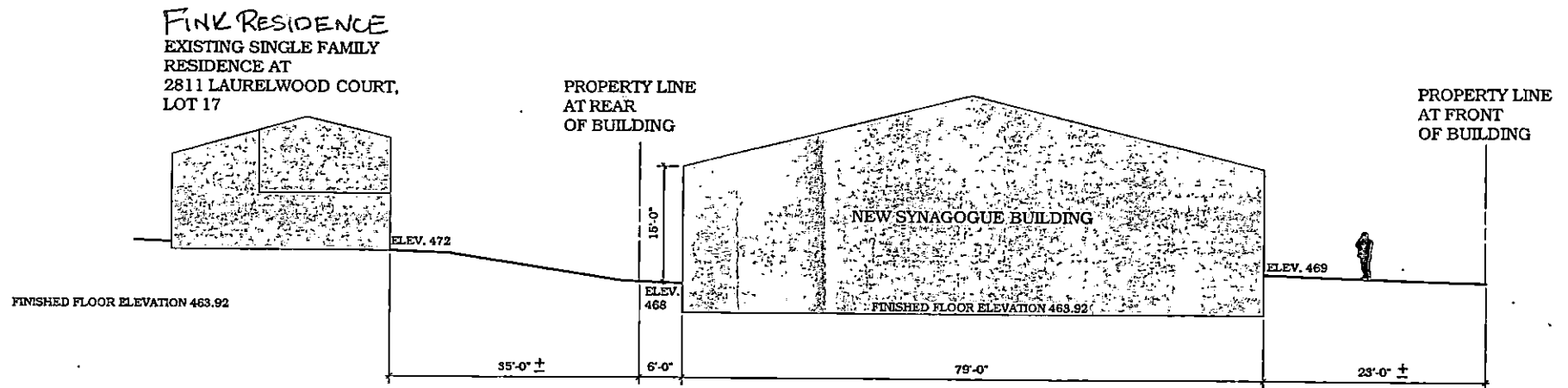
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R  
27294/414  
5/25  
1 N62

3 PARCEL 464  
10  
1001

ERDMAN, DONALD G  
ERDMAN, SHARI D  
NEED REF. 7/610/1  
DEATH REC. 23/25  
TAX ACCOUNT No:  
0303068540  
MAP 78 GRID 5 PAI  
LOT 6 #3806  
USE: RESIDENTIAL





SITE/BUILDING SECTION

NEW BUILDING  
FOR  
**OHEL MOSHE SYNAGOGUE**  
SMITH AVE., BALTIMORE, MD

MACKLIN & KAMHI ARCHITECTS LLC  
FEBRUARY 2017 SCALE 1/8" = 1'-0"  
SCHEMATIC DESIGN

Pet. Ex. 5

IN RE: PETITIONS FOR SPECIAL HEARING  
AND VARIANCE

N/Side of Smith Avenue, 157' E of  
Sanzo Road  
(2808 Smith Avenue)

3<sup>rd</sup> Election District  
2<sup>nd</sup> Council District

Congregation Ohel Moshe  
*Petitioner*

BEFORE THE  
ZONING COMMISSIONER  
OF  
BALTIMORE COUNTY

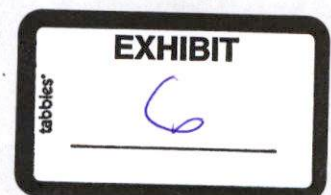
Case No. 2009-0154-SPHA

\* \* \* \* \*

**FINDINGS OF FACT AND CONCLUSIONS OF LAW**

This matter comes before this Zoning Commissioner for consideration of Petitions for Special Hearing and Variance filed by the legal owner of the subject property, Congregation Ohel Moshe, by its President, Azi Rosenblum, through its attorney, Deborah C. Dopkin, Esquire. Petitioner requests special hearing relief, in accordance with Section 500.7 of the Baltimore County Zoning Regulations (B.C.Z.R.), to determine, pursuant to Section 1B01.1.B.1.g(6), that the proposed synagogue is planned in such a way that compliance, to the extent possible with Residential Transition Area (RTA) use requirements, will be maintained and can be expected to be compatible with the character and general welfare of the surrounding residential premises; to approve a modified parking plan pursuant to Section 409.12.B; to approve a modification of landscaping standards pursuant to Section 409.8.A.1, and to affirm the relief granted in zoning Case No. 5652-SPH. Petitioner is also requesting variance relief from Section 1B01.2.C.1.a to permit a front non-residential building setback in a D.R.5.5 zone of 30 feet in lieu of 40 feet required, and from Section 1B01.2.C.1.a to permit side non-residential building setbacks in a D.R.5.5 zone of 8 (west side) and 12 feet (east side) in lieu of 20 feet required. The subject

ORDER RECEIVED FOR FILING  
DATE 5-4-09  
BY [signature]

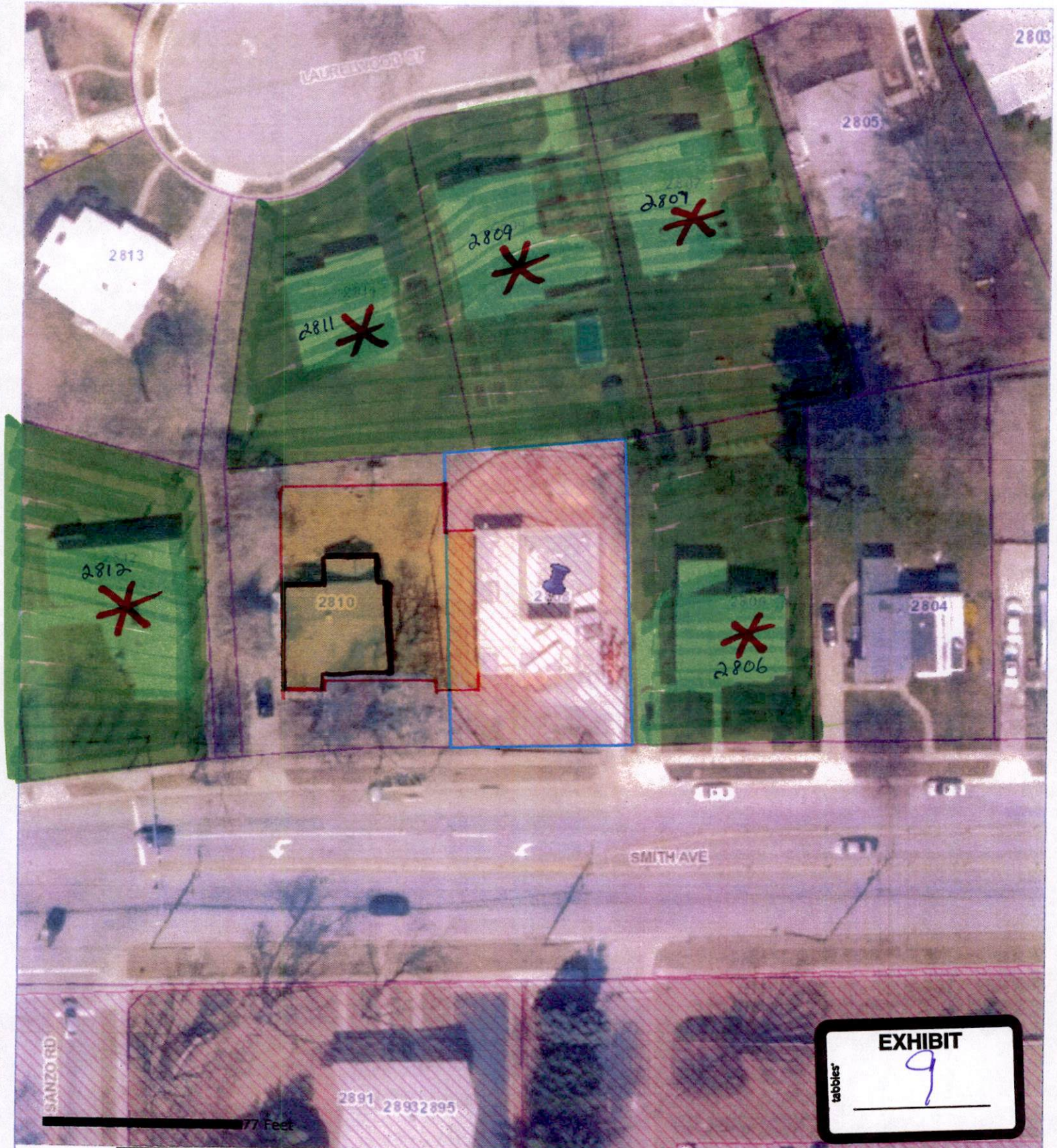








# Letters of Support



## Permit Review Map

Created By  
Baltimore County  
My Neighborhood



This data is only for general information purposes only. This data may be inaccurate or contain errors or omissions. Baltimore County, Maryland does not warrant the accuracy or reliability of the data and disclaims all warranties with regard to the data, including but not limited to, all warranties, express or implied, of merchantability and fitness for any particular purpose. Baltimore County, Maryland disclaims all obligation and liability for damages, including but not limited to, actual, special, indirect, and consequential damages, attorneys' and experts' fees, and court costs incurred as a result of, arising from or in connection with the use of or reliance upon this data.



February 12<sup>th</sup>, 2017

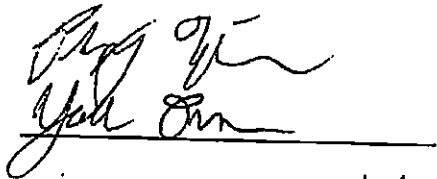
To Whom It May Concern,

In a recent conversation with Azi Rosenblum, president of Congregation Ohel Moshe, I had an opportunity to review and discuss the proposed expansion of the Synagogue on 2808 and 2810 Smith Ave.

The congregation has always been respectful and sensitive to the needs or concerns of its neighbors and maintains their property well.

I have no objections to the proposed expansion plans.

Thank you,



PRINTED NAME: Philip Friedman  
Yael Friedman

HOME ADDRESS: 2807 Laurelwood ct

CONTACT NUMBER: 443 986 9715



February 20, 2017

To Whom It May Concern,

In a recent conversation with Azi Rosenblum, president of Congregation Ohel Moshe, I had an opportunity to review and discuss the proposed expansion of the Synagogue on 2808 and 2810 Smith Ave.

The congregation has always been respectful and sensitive to the needs or concerns of its neighbors and maintains their property well.

I have no objections to the proposed expansion plans.

Thank you,

Rehaya Hakimi

PRINTED NAME : Rehaya Hakimi

HOME ADDRESS: 2809 Laurelwood Court

CONTACT NUMBER: 410-905-5930

February 9<sup>th</sup>, 2017

To Whom It May Concern,

In a recent conversation with Azi Rosenblum, president of Congregation Ohel Moshe, I had an opportunity to review and discuss the proposed expansion of the Synagogue on 2808 and 2810 Smith Ave.

The congregation has always been respectful and sensitive to the needs or concerns of its neighbors and maintains their property well.

I have no objections to the proposed expansion plans.

Thank you,

---

PRINTED NAME :

Betty Fink

HOME ADDRESS:

2811 Laurelwood Ct. Balto, Md. 21209

CONTACT NUMBER:

410-484-4594

February , 2017

To Whom It May Concern,

In a recent conversation with Azi Rosenblum, president of Congregation Ohel Moshe, I had an opportunity to review and discuss the proposed expansion of the Synagogue on 2808 and 2810 Smith Ave.

The congregation has always been respectful and sensitive to the needs or concerns of its neighbors and maintains their property well.

I have no objections to the proposed expansion plans.

Thank you,



PRINTED NAME : ERDMAN

HOME ADDRESS: 2806 SMITH AVE

CONTACT NUMBER: 410 484-2335



February 4<sup>th</sup>, 2017

To Whom It May Concern,

In a recent conversation with Azi Rosenblum, president of Congregation Ohel Moshe, I had an opportunity to review and discuss the proposed expansion of the Synagogue on 2808 and 2810 Smith Ave.

The congregation has always been respectful and sensitive to the needs or concerns of its neighbors and maintains their property well.

I have no objections to the proposed expansion plans.

Thank you,

  
PRINTED NAME : Chiam Bederman  
HOME ADDRESS: 2812 SMITH AVE  
CONTACT NUMBER: 443 739 5223

# CONGREGATION OHEL MOSHE

## MEMBER HOUSEHOLDS—BY YEAR PURCHASED

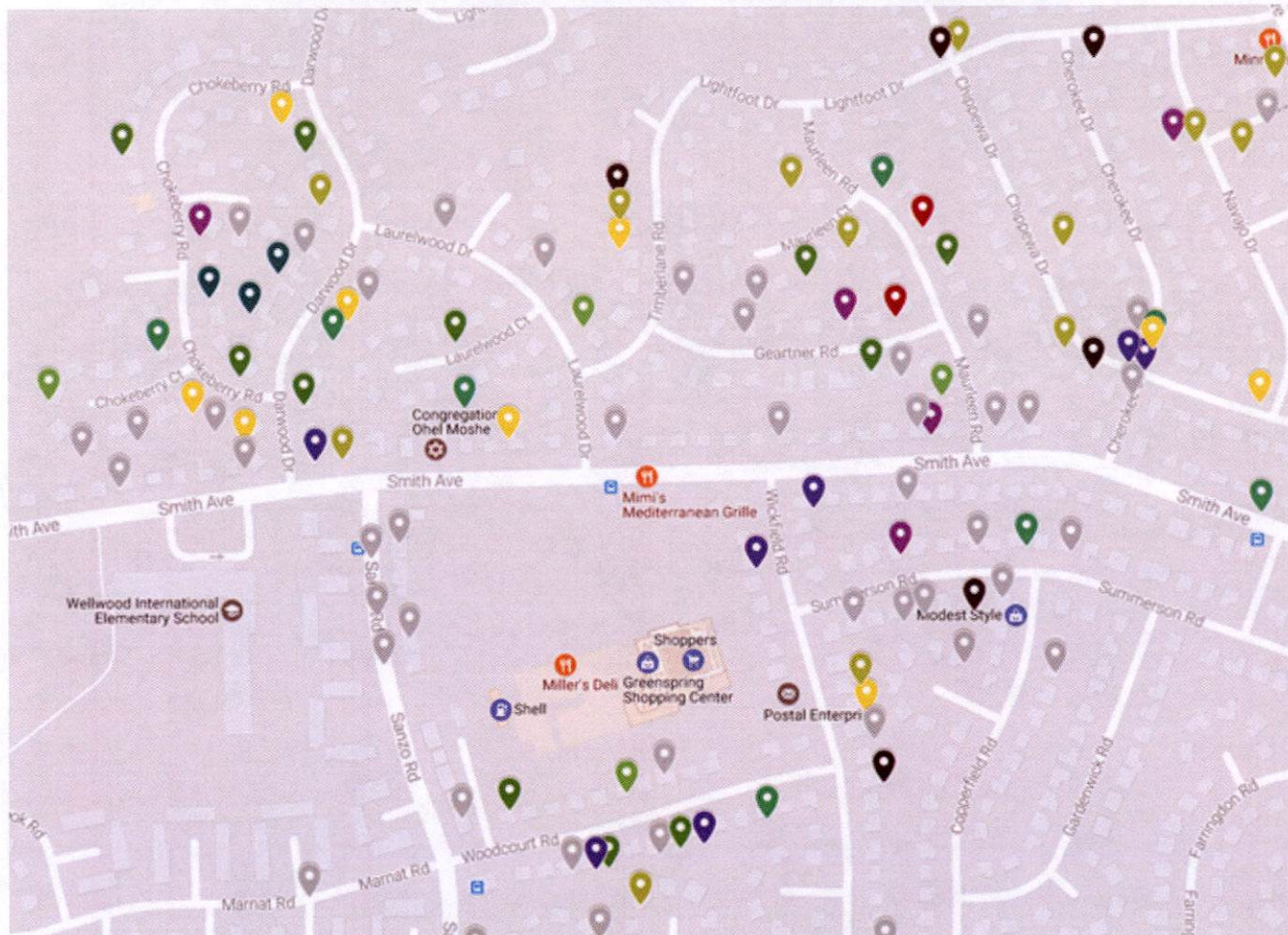
**AVERAGE HOME  
SALE PRICE**

**1/2010 - 1/2012  
\$297,350**

**VS**

**1/2014 - 1/2017  
\$316,361**

**6.3935%  
INCREASE**



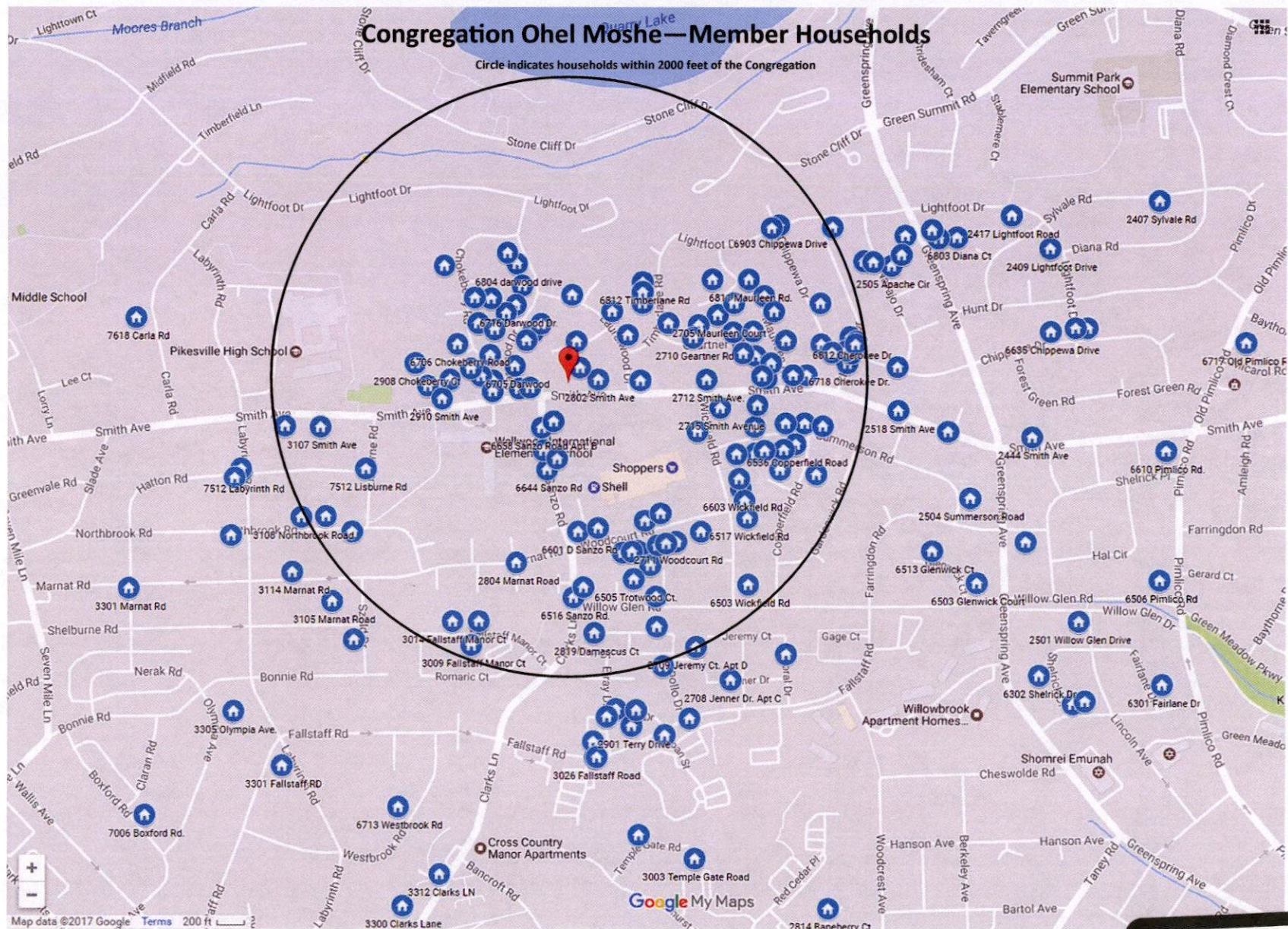
HOMES IN GRAY WERE EITHER APARTMENTS/RENTALS OR PURCHASED BEFORE 2007

- 2007 (4)
- 2008 (5)
- 2009 (4)
- 2010 (3)
- 2011 (7)
- 2012 (11)
- 2013 (19)
- 2014 (10)
- 2015 (14)
- 2016 (8)

85



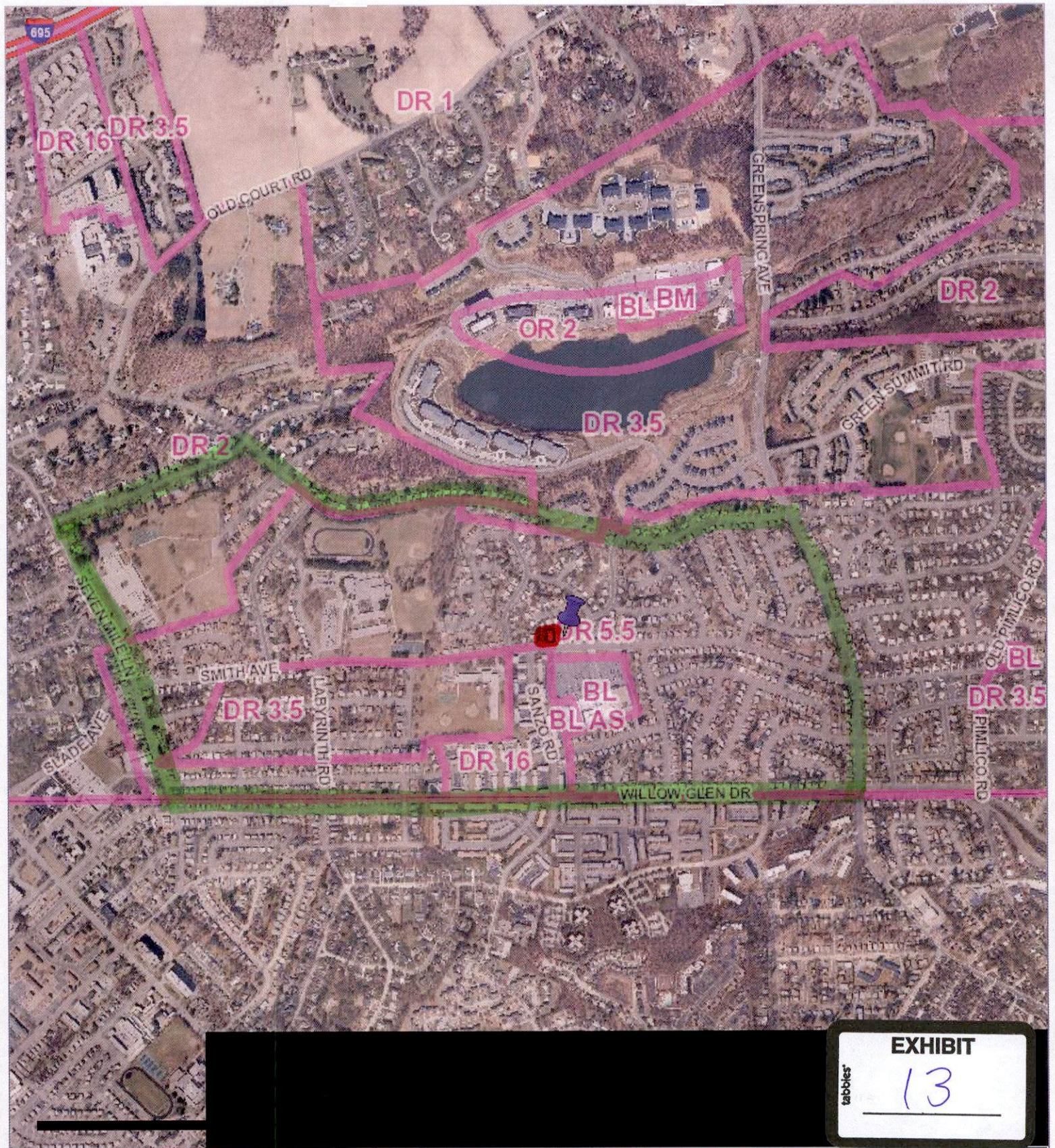












EXHIBIT

13



My Neighborhood Map

Created By  
Baltimore County  
My Neighborhood



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Printed 2/26/17





EXHIBIT  
14



My Neighborhood Map

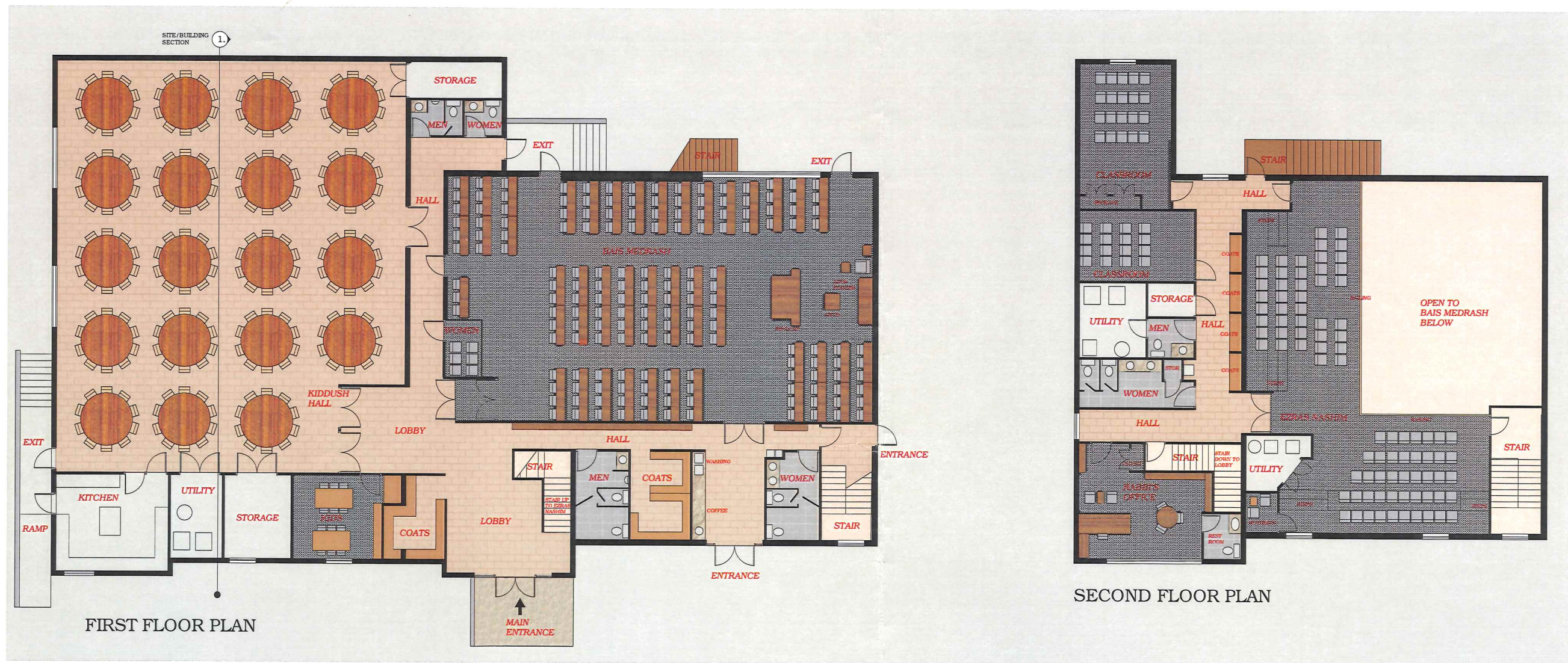
Created By  
Baltimore County  
My Neighborhood



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Printed 2/26/17





NEW BUILDING  
FOR  
**OHHEL MOSHE SYNAGOGUE**  
SMITH AVE., BALTIMORE, MD

MACKLIN & KAMHI ARCHITECTS LLC  
FEBRUARY 2017  
SCHEMATIC DESIGN 4.  
SCALE : 1/8" = 1'-0"

FIRST FLOOR PROGRAM  
\* 176 MEN BAIS MEDRASH  
\* KITCHEN  
\* LOBBY  
\* KIDDUSH HALL  
\* KIDS

SECOND FLOOR PROGRAM  
\* CLASSROOMS  
\* 76 EZRAS NASHIM  
\* MOTHERS  
\* RABBI'S OFFICE

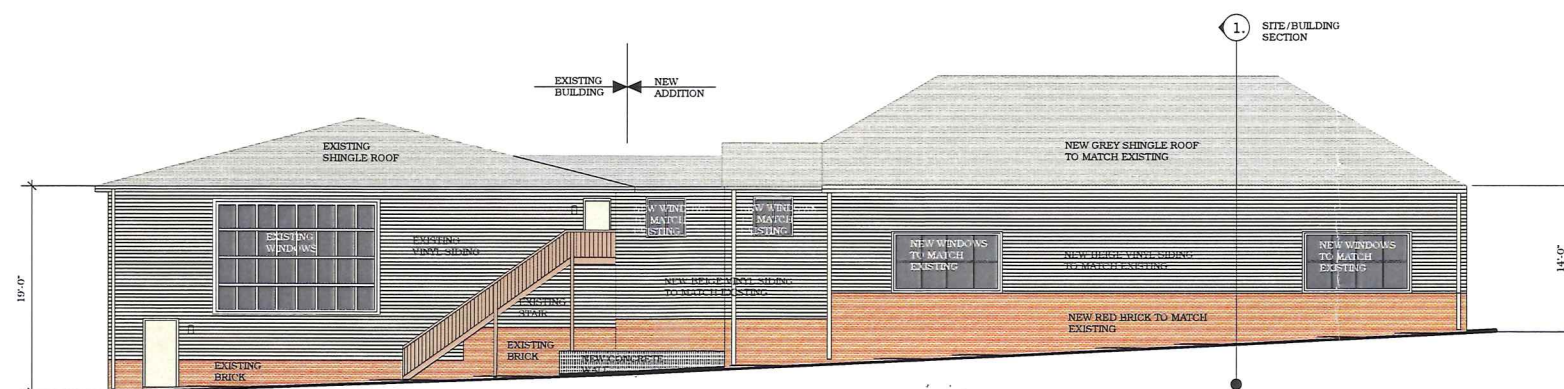
AREA CALCULATIONS  
EXISTING BUILDING 1st FLOOR - 2,650 SQ. FT.  
EXISTING BUILDING 2nd FLOOR- 1,650 SQ. FT.  
NEW BUILDING 1st FLOOR - 6,170 SQ. FT.  
NEW BUILDING 2nd FLOOR- 1,760 SQ. FT.

EX. 7

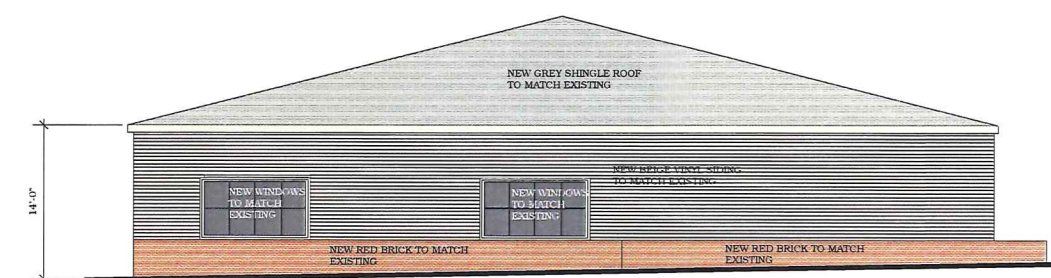




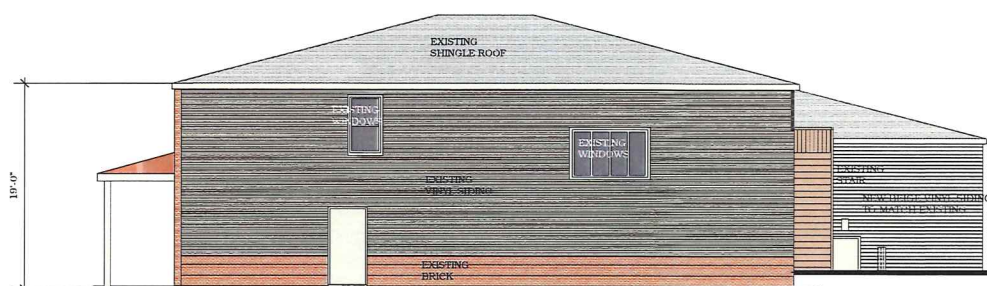
FRONT ELEVATION



REAR ELEVATION



LEFT SIDE ELEVATION



RIGHT SIDE ELEVATION

NEW BUILDING  
FOR

# OHHEL MOSHE SYNAGOGUE

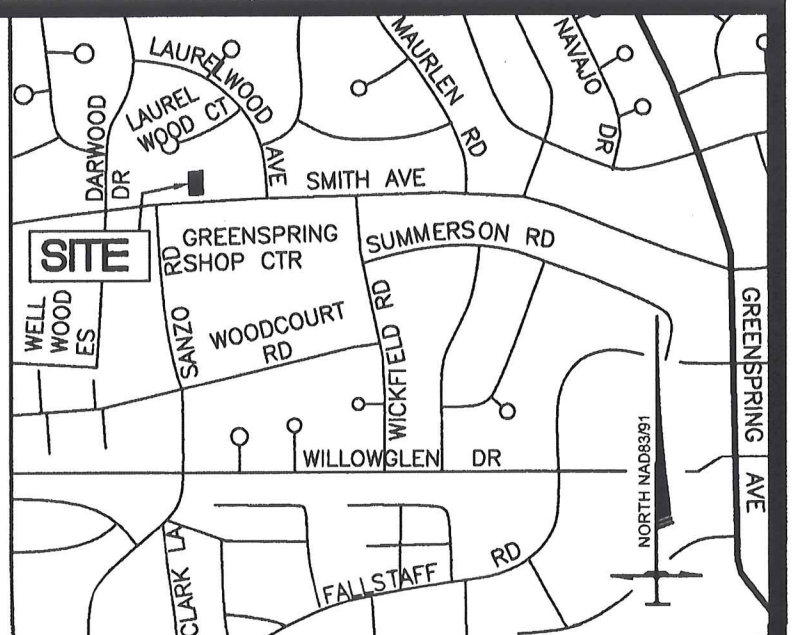
SMITH AVE., BALTIMORE, MD

MACKLIN & KAMHI ARCHITECTS LLC  
FEBRUARY 2017 SCALE 1/8" = 1'-0"

SCHEMATIC DESIGN

Pet. No. 4





VICINITY MAP  
SCALE: 1"=500'

GENERAL NOTES:

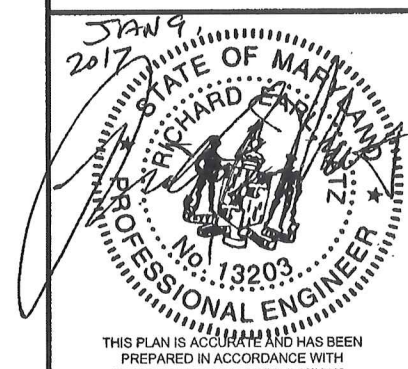
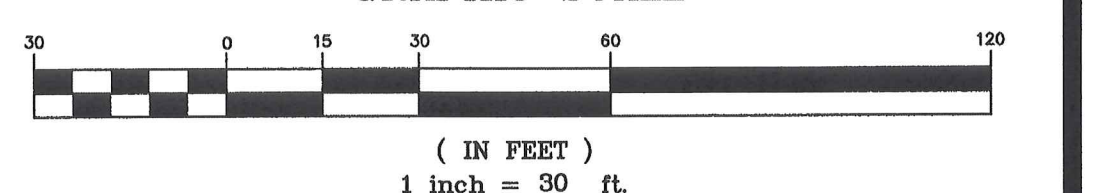
- OWNER:  
CONGREGATION OHEL MOSHE  
2808 SMITH AVENUE  
BALTIMORE MD 21209-1427  
A22 ROSENBLUM  
(443) 854-2172
- SITE DATA:  
2808 SMITH AVENUE  
TAX MAP 78, GRID 5, PARCEL 464  
TAX ACCOUNT NO. 032028600  
DEED REFERENCE: 25822/329  
AREA: 8,274.49 SF (0.189 AC.)  
PLAT REFERENCE 23/35, LOT 5  
2810 SMITH AVENUE  
TAX MAP 78, GRID 5, PARCEL 464  
TAX ACCOUNT NO. 03202410  
DEED REFERENCE: 34579/168  
AREA: 9,226.86 SF (0.211 AC.)  
PLAT REFERENCE 23/35, LOT 4
- ZONING: DR 5.5, MAP No. 78C1
- FORMER SINGLE FAMILY DWELLING/SYNAGOGUE  
PROPOSED USE: SYNAGOGUE - 252 SEATS
- OFF-STREET PARKING CALCULATIONS:  
SYNAGOGUE PARKING CALCULATION:  
REQUIRED PARKING:  
63 SPACES (252 SEATS @ 1 SPACE/4 SEATS)  
PROPOSED PARKING:  
63 TOTAL SPACES, 62 SPACES PARKING PROVIDED BY LICENSE IN GREENSPRING SHOPPING CENTER AND 1 SPACE ON SITE.  
SHOPPING CENTER PARKING CALCULATION EXCLUDING SERVICE STATION: (SEE DETAIL)  
TOTAL GROSS LEASABLE AREA: 109,049 SF  
REQUIRED PARKING @ 5 SPACES/1,000SF G.L.A. = 545 SPACES  
SERVICE STATION PARKING CALCULATION:  
REQUIRED PARKING:  
7 SERVICE BAYS @ 3 SPACES/BAY: 21 SPACES  
5 EMPLOYEES @ 1 SPACE/EMPLOYEE: 5 SPACES  
2 AIR PUMP STATIONS @ 2 VACUUM STATIONS @ 1 SPACE/STATION = 4 SPACES  
TOTAL REQUIRED PARKING: 30 PARKING SPACES  
TOTAL PROVIDED PARKING: 30 PARKING SPACES  
TOTAL REQUIRED SHOPPING CENTER PARKING INCLUDING SERVICE STATION: 575 SPACES  
TOTAL PARKING PROVIDED: 757 SPACES (62 SPACES TO BE LICENSED TO OHEL MOSHE AND 30 SPACES LEASED TO SERVICE STATION)  
NET PARKING FOR SHOPPING CENTER: 665 SPACES
- ZONING HISTORY FOR THIS SITE:  
CASE #2009-0154-SPHA: RTA AND SETBACK RELIEF, (GRANTED)
- PREVIOUS COMMERCIAL PERMIT: NONE.
- THIS SITE IS NOT IN THE CHESAPEAKE BAY CRITICAL AREA OR ANY 100-YEAR FLOODPLAIN.
- THIS BUILDING IS NOT IN A HISTORIC DISTRICT OR ON ANY HISTORIC BUILDINGS REGISTRY.
- NONRESIDENTIAL PRINCIPAL BUILDING SETBACKS FOR D.R. 5.5 ZONE (1801.2.C.1.a):

|       | REQUIRED | PROVIDED |
|-------|----------|----------|
| FRONT | 40 FT    | 23 FT    |
| SIDE  | 20 FT    | 12 FT    |
| REAR  | 30 FT    | 6 FT     |
- RTA BUILDING SETBACK REQUIREMENTS FOR D.R. ZONES (1801.1.e):

|       | REQUIRED | PROVIDED |
|-------|----------|----------|
| FRONT | 75 FT    | 23 FT    |
| SIDE  | 75 FT    | 12 FT    |
| REAR  | 75 FT    | 6 FT     |
- PARKING:

|         | REQUIRED | PROVIDED |
|---------|----------|----------|
| SETBACK | 75 FT    | 1 FT     |
| BUFFER  | 50 FT    | 0 FT     |
- SHOPPING CENTER ZONING HISTORY:  
CASE No. 5484-SPH: TO PERMIT OFF-STREET PARKING WITHIN A RESIDENTIAL ZONE. GRANTED AND DENIED ON APPEAL.  
CASE No. 5852-SPH: TO PERMIT OFF-STREET PARKING WITHIN A RESIDENTIAL ZONE. GRANTED AND UPHOLD ON APPEAL.  
SUBJECT TO FOLLOWING RESTRICTIONS:  
a. 60-FOOT SETBACK FROM SMITH AVENUE FOR LAWN AREA.  
b. 36-INCH HIGH MASONRY WALL ALONG SMITH AVENUE.  
c. PARKING LIGHTS FOCUSED ON PARKING AREA.  
d. INGRESS & EGRESS TO PARKING AREA SUBJECT TO APPROVAL OF THE COUNTY PLANNING BOARD.  
ALL CONDITIONS STILL IN PLACE.  
CASE No. 84-325-X: SPECIAL EXCEPTION TO PERMIT A MOVIE THEATER WITHIN THE PERIMETER OF AN EXISTING SHOPPING CENTER. GRANTED, MOVIE THEATER CLOSED.  
CASE No. 66-38-X: SPECIAL EXCEPTION TO PERMIT A GASOLINE SERVICE STATION WITHIN AN EXISTING SHOPPING CENTER. GRANTED, WITH RESTRICTIONS, UPHOLD ON APPEAL. SERVICE STATION STILL IN PLACE.
- CONGREGATION OHEL MOSHE ZONING HISTORY:  
CASE No. 2009-0154-SPHA:  
TO DETERMINE, PURSUANT OF SECTION 1801.1.B.1.g.(6) THAT THE PROPOSED SYNAGOGUE IS PLANNED IN SUCH A WAY TO MEET THE RTA USE REQUIREMENTS, (GRANTED)  
TO APPROVE A MODIFIED PARKING PLAN, (GRANTED)  
TO APPROVE A MODIFICATION OF THE LANDSCAPING STANDARDS, (GRANTED)

PLAT TO ACCOMPANY  
PETITION FOR VARIANCE & SPECIAL HEARING  
**CONGREGATION OHEL MOSHE**  
2808 SMITH AVENUE  
BALTIMORE COUNTY, MARYLAND  
MAP 78 - GRID 5 - PARCEL 464- LOT 4 & 5  
3RD ELECTION DISTRICT 2ND COUNCILMANIC DISTRICT  
GRAPHIC SCALE



**Colbert Matz Rosenfelt, Inc.**  
Engineers • Surveyors • Planners  
2835 Smith Avenue, Suite G  
Baltimore, Maryland 21209  
Telephone: (410) 653-3838  
Facsimile: (410) 653-7953

|                                                                                                                                                                                                          |                           |                            |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------|----------------------------|
| <b>Professional Certification</b><br>I hereby certify that these documents were prepared or approved by me, and that I am a duly licensed professional engineer under the laws of the State of Maryland. |                           | SCALE: 1"=30'              |
| License No. 13203                                                                                                                                                                                        | Expiration Date: 11/02/18 | DATE: 1/5/17               |
|                                                                                                                                                                                                          |                           | JOB NO.: 2015-013          |
|                                                                                                                                                                                                          |                           | DESIGNED: AJC              |
|                                                                                                                                                                                                          |                           | DRAWN: AJC                 |
|                                                                                                                                                                                                          |                           | CHECKED: REM               |
|                                                                                                                                                                                                          |                           | FILE: VAR-01 Site Plan.dwg |
|                                                                                                                                                                                                          |                           | DRAWING NUMBER: VAR-01     |
| NO.                                                                                                                                                                                                      | DATE                      | REVISIONS:                 |
|                                                                                                                                                                                                          |                           | BY SHEET 1 OF 1            |

Pet. No. 1