



**TOWN COUNCIL INFORMATIONAL  
WORK SESSION AGENDA  
JULY 6, 2021**

This meeting is being conducted virtually to limit health risks of COVID-19. To join via the web, please use the link <https://us02web.zoom.us/j/8697557180> Once connected by computer join via computer audio or by dial in with your unique Participant ID to join your audio and video. To view by phone dial (929) 205-6099 and enter the Meeting ID: 869-755-7180. *Participants should remain muted.* Direct meeting access links and meeting recordings are available at [www.chesapeakebeachmd.gov](http://www.chesapeakebeachmd.gov).

**I. Call to Order and roll call**

**II. Pledge of Allegiance**

**III. Work Session to discuss the following:**

1. **Closed Session** - Motion to close the regular meeting to go into a closed session under the Statutory Authority of the Md. Annotated Code, pursuant to General Provisions Article, §3-305(b), subsection (7) “to consult with counsel to obtain legal advice”.
2. **Discussion of Ordinance 0-21-7, an ordinance of the Town Council of Chesapeake Beach, MD to amend the language of the Zoning code regarding short term rentals.**
3. **Memorandum of Understanding with the Board of Commissioners of Calvert County Government regarding the Highlands Sewer Connection.**

**IV. Council Lightning Round**

**V. Adjournment**

8200 BAYSIDE ROAD, P.O. BOX 400 CHESAPEAKE BEACH, MARYLAND 20732

(410) 257-2230

(301) 855-8398

**ORDINANCE O-21-7**

**AN ORDINANCE OF THE TOWN COUNCIL OF CHESAPEAKE BEACH, MARYLAND,  
TO AMEND THE LANGUAGE OF THE ZONING CODE REGARDING  
SHORT TERM RENTALS**

WHEREAS, Chesapeake Beach, Maryland (the “Town”) is a municipal corporation of the State of Maryland, organized and operating under a Charter adopted in 1963, in accordance with Article XI-E of the Constitution of Maryland and the Local Government Article of the Annotated Code of Maryland; and

WHEREAS, The Town has a Zoning Code that has been in existence for many years; and

WHEREAS, Council desires to amend the Zoning Code as it relates to short term rentals; and

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF  
CHESAPEAKE BEACH THAT:

1. All references to “Rooming, Boarding and Lodging House” as stated in the Table of Uses and Section 290-11(Q) shall be changed to “Vacation Rental, Short Term Rentals, Rooming House, Lodging House”. The purpose and intent of this correction is to clarify that this Zone shall include short term rentals of less than 30 days.
2. The Zones for the use shall remain the same as indicated in the Zoning Code and Table of Uses.
3. Section 290-11(Q) shall be changed as follows to correct the language of this intended use:
  - Q. Vacation rental, Short Term Rentals, Rooming house, Lodging house: conditional use in the C and M Districts, subject to the requirements of the district where located, except as herein provided:
    1. An owner or manager lives on the premises. ~~(Delete)~~
    - (1) Property Owner or manager lives within 25 linear miles of property address.
    2. No separate kitchens are provided. ~~(Delete)~~

3. Not more than nine guests shall be accommodated at any one time.

(Delete)

**Addition:**

(3) The maximum number of people permitted overnight shall be two persons per bedroom.

4. Not more than three guest rooms shall be permitted. (Delete-since it is addressed by 3)

5. Adequate ~~off street~~ parking is provided.

(5) Off-street parking must be provided on short term rental property and used by renters.

6. Property owners shall have a maximum of one short term rental property subject to this Ordinance within the Chesapeake Beach Town limits.

7. All properties subject to this Ordinance must obtain all necessary County and Town licenses.

8. All properties subject to this Ordinance must pay all State, County and local taxes.

9. Property owners or their agents or managers shall be available to the Town 24 hours a day and 365 days per year.

10. Subject properties in the C Zone that are mixed use shall only rent property on the second level residential area.

11. Section 290-43 shall add the term “Vacation Rental” or a “Short Term Rental” as all residential housing used less than 30 days per tenant.

12. Section 290-43 shall add the definition of “Property Owner – A person holding title to a property or two or more persons holding title to a property under any form of joint ownership.”

13. Section 290-43 shall add the definition of “Primary Residence – The legal residence of an individual for purposes of income tax calculations and filing.”

R. The Term “Tenant House” as indicated in the Zoning Code shall be eliminated and that language shall be adopted within this revision and section. Actual uses as defined by this Code correction shall not change and only clarification as to the language term and intended uses.

Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

**CHESAPEAKE BEACH, MARYLAND**

\_\_\_\_\_  
Patrick J. Mahoney, Mayor

\_\_\_\_\_  
Valerie L. Beaudin, Councilwoman

\_\_\_\_\_  
Derek J. Favret, Councilman

\_\_\_\_\_  
Lawrence P. Jaworski, Councilman

\_\_\_\_\_  
Keith L. Pardieck, Councilman

\_\_\_\_\_  
L. Charles Fink, Councilman

\_\_\_\_\_  
Gregory J. Morris, Councilman



To: The Honorable Mayor and Town Council

From: Holly Wahl, Town Administrator

Subject: Intergovernmental Agreement to address the Highlands Sewer Connection

**Date: July 2, 2021**

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## **I. BACKGROUND:**

The Town of Chesapeake Beach and County Commissioners of Calvert County entered into a Interjurisdictional Agreement, dated May 29, 1990, regarding the ownership and management of the Chesapeake Beach Water Reclamation Plant (CBWRTP), which provides that Chesapeake Beach holds title to the Plant in trust for the benefit of each of the Parties and that Chesapeake Beach is the Operator of the Plant and that the Plant shall be available to the Parties in perpetuity.

Per the Interjurisdictional Agreement, the County has access to 302,325 gallons a day of influent capacity. Over the last (12) twelve months Calvert County Government has averaged 160,000 gallons a day of influent at the CBWRTP.

The Highlands is a residential subdivision bisected by the municipal boundary of the Town of Chesapeake Beach, with 40 lots located in the Town and 193 located within the County, as in Exhibit "A".

## **II. SPECIAL TAX DISTRICT REQUEST:**

The Board of Directors of the Highlands Homeowners Association petitioned the Board of County Commissioners to establish a Special Tax District for the Highlands Community for the purposes of providing public sewer connection in the Highlands community located in Chesapeake Beach, MD.

The County and Town reviewed the location requiring connection to public services and decided the most feasible option was to combine both County and Town residents into one project under the County run Special Tax District, for the following reasons:

1. Combining the project will result in a consistent timeline for services for residents;
2. The County currently services the Town residents in the Highlands with water, which is the mechanism to bill for sewer services.

## **III. PROJECT DETAILS PER THE DRAFT MOU:**

1. The Town will purchase the County connections for the use of the Town residents at the County's current sewer rate. This cost is \$5,400 for each of the 40 lots. The County requests that the Town charge the County sewer services rate.
2. The Town residents would pay the Town back for the capital connection fee at the same rate the Town paid to the County.



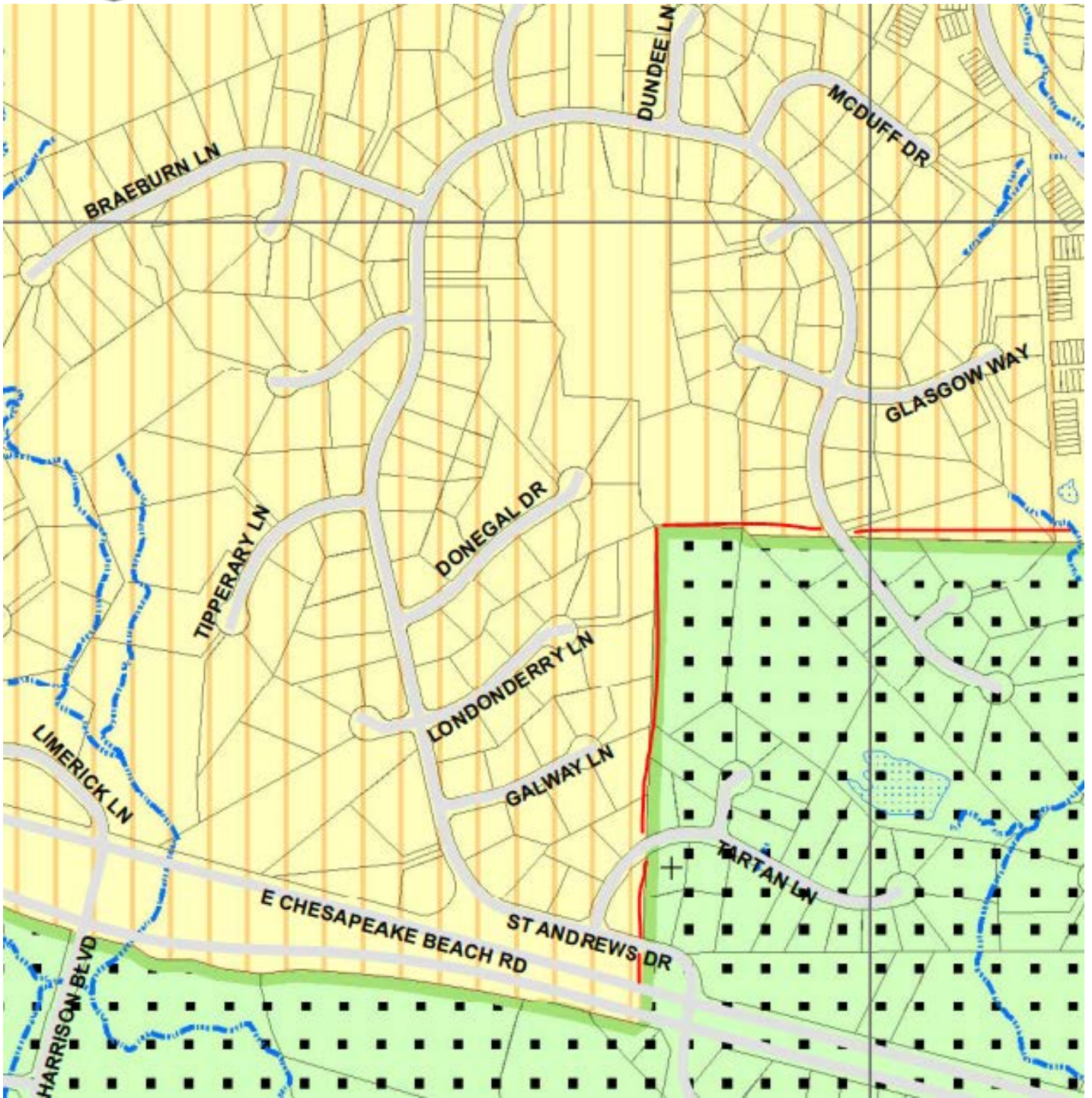
3. The County will bill the residents of the Highlands through a special tax district for all other costs incurred in the project to include; 100% of the Engineering costs, 100% of the construction costs, a County Admin fee.
4. The County would install a separate line running to the County and Town of North Beach joint line running into the Chesapeake Beach WRTP.
5. The expected flow to bring the Highlands online is estimated to be 44,270 gallons a day of extra capacity to the WRTP for all residences. The Town would account for 7,600 gallons a day of that additional flow.
6. The County would share the water use for the Town residents with the Town and the Town would bill the Town sewer users and maintain the sewer line servicing the Town residents.

#### **IV. RECOMMENDATION:**

**It is recommended that Town Council consider executing a MOU with the County to establish sewer connection for the Town residents of the Highlands.**

**One change that could be considered is amending the requirement for the Town to charge the County sewer rates rather than the Town sewer rates.**





*Note: the municipal boundary is in green and the County is in yellow.*

## **Inter-Governmental Agreement for the Provision of Sewer Service**

**WHEREAS**, the Town of Chesapeake Beach (Town) and County Commissioners of Calvert County, Maryland (County), both bodies corporate and politic, (the “Parties”) have previously entered into agreements regarding the ownership and management of the Chesapeake Beach Water Reclamation Plant (formerly the Chesapeake Beach Wastewater Treatment Plant) (the “Plant”), including:

1. The First Amended and Restated Interjurisdictional Agreement by and among Chesapeake Beach, County Commissioners of Calvert County, and the Town of North Beach, dated May 29, 1990;
2. The Interjurisdictional Agreement by and among Chesapeake Beach, County Commissioners of Calvert County, the Town of North Beach and Anne Arundel County, Maryland, dated August 15, 1996; and
3. Operating Agreement for Operation and Maintenance of the Chesapeake Beach Wastewater Treatment Plant, dated May 29, 1990, (collectively, the “Agreements”)

**WHEREAS**, the Agreements provide that Chesapeake Beach holds title to the Plant in trust for the benefit of itself and each of the Parties and that Chesapeake Beach is the Operator of the Plant and that the Plant shall be available to the Parties in perpetuity;

**WHEREAS**, the Highlands is a private, residential subdivision bisected by the municipal boundary of the Town of Chesapeake Beach, with 40 lots located in the Town and 193 lots located within the County;

**WHEREAS**, several developed lots within the Highlands are the subject of investigation for failing septic wastewater disposal systems;

**WHEREAS**, the Board of Directors of the Highlands Homeowner’s Association, Inc. (the “Highlands”) have petitioned the Board of County Commissioners of Calvert County pursuant to Title 4 of the Public Local Laws of Calvert County, being Code of Public Local Laws of Maryland, Article 5, (Calvert County), Title 4 to conduct a public hearing to consider establishing a Special Tax District (“STD”) for the Highlands to: (1) assess a levy to perform the engineering to design a public sewer system; and, upon completion, (2) conduct a second public hearing to assess and levy a special tax to cover the cost providing public sewer connection to each residential lot within the Highlands (“Petition”);

**WHEREAS**, the Town desires to grant the County the right to extend sewer services through the Town’s municipal boundary and to the real properties within the Highlands that are also located within the Town’s municipal boundary, if the Board of County Commissioners grant the foregoing Petition; and

**WHEREAS**, the Town and the County wish to memorialize their agreement on terms and provisions under which the County may extend sewer service to those lots within the Highlands that are also located within the Town’s municipal boundary.

**NOW, THEREFORE**, in consideration of the mutual entry of this Inter-Governmental Agreement (“IGA”) and the performance of the terms and conditions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned agree as follows, contingent upon approval of the formation of a Special Tax District, and levy of a tax for design an construction:



1. The County, if it approves and grants the Petition in full, will extend sewer service to the real properties within the Highlands that are located within the Town's municipal boundary.
2. The Town grants the County the right, privilege and authority to construct all necessary facilities for a sanitary sewer system in, under, on, across, over, through, along or below the public rights-of-way located in the Highlands within the Town--Public "rights-of-way" means all public streets, roads, alleys, highways, and easements of the Town has now or hereafter laid out, platted, dedicated or improved.
3. To execute the construction phase of sewer services to the 40 lots of the Highlands subdivision within the Town's current municipal boundary, 40 of the County's EDUs will be assigned and the Town will be charged, and shall reimburse the County at the rate for EDUs then in effect.
4. The Town may seek reimbursement from its residents for the EDUs purchased from the County, above, in an amount not greater than the amount paid by the Town to the County.
5. The Town will have the opportunity to review and comment on plans within its jurisdiction for the consideration of the County.
6. Upon connection, the Town will assume long term billing and maintenance of the Highlands lots within its current municipal boundary. To aid in that, the County will share water consumption data for these 40 with the Town. The Town will deduct that volume from the joint line meter to support accurate potable water billing for the County.
7. Whenever the Town vacates a public right-of-way in which County facilities are located, the Town shall reserve to the County an easement for access to its facility for operation, maintenance, repair, and replacement, which said width thereof shall be in accordance with County standards as subject to and limited by the boundaries of the right-of-way being vacated.
8. Town shall pay the county the sum of Five Thousand Four Hundred (\$5,400.00) Dollars for each of the 40 lots and, thereafter, the Town shall charge each of these 40 lots the County sewer services rates.
9. The parties agree that, if the Petition is approved and sewer infrastructure installed within the Highlands, the County shall install, construct, maintain, provide, and collect County fees for the provision of public sewer services within the Highlands outside the Town's current municipal boundary, and the Town shall not interfere with the provision of such services, including, without limitation, construction, repair, maintenance, or inspection of infrastructure.
10. The County shall provide the Town copies of any pre-construction and as-built drawings prepared of the infrastructure the County, or its agents, install within the Highlands for the extension of the public sewer system.
11. The Town will provide approval of the location the County will connect to existing public sewer infrastructure and will facilitate and take all necessary steps to affirm this connection, which approval and facilitation shall not be unduly conditioned or delayed.
12. The parties agree that sewer material shall flow into a manhole and not the sewer main without the explicit, written approval of the Town.
13. County shall not construct or install pipes within the Town limits other than on the construction plans and per this agreement, however, the Parties may revise this provision based upon engineering requirements, agreed upon in writing between the parties.
14. The parties agree to engage in mutual cooperation in the collection of outstanding amounts owed to either party.
15. Any notice to be given under this IGA shall be in writing and shall be mailed to:

**If to the Town:** Holly Wahl  
Town Administrator  
8200 Bayside Road  
P.O. Box 400  
Chesapeake Beach, MD 20732

**If to the County:** Board of County Commissioners of Calvert County  
Attn: County Administrator  
175 Main Street  
Prince Frederick, Maryland 20678

With copies to:  
Director, Public Works  
150 Main Street  
Prince Frederick, Maryland 20678

And:  
County Attorney  
175 Main Street  
Prince Frederick, Maryland 20678

Any notice or demand so sent shall be deemed to have been given or made on the date the same was deposited with the United States Postal Service with postage thereon fully prepaid.

16. This IGA contains the entire agreement between the parties regarding the subject matter of this IGA. There are no promises, agreements, conditions, undertakings, warranties or representations, oral or written, expressed or implied, between them, relating to this subject matter, other than as herein set forth. This IGA is intended by the parties to be an integration of all prior or contemporaneous promises, agreements, conditions, negotiations and undertakings between them relating to this subject matter. This IGA may not be modified orally or in any other manner than by an agreement in writing signed by all the parties or their respective successors in interest.
17. In the event any portion of this IGA is found to be unconstitutional, illegal, null or void, by a court of competent jurisdiction, it is the intent of the County Commissioners of Calvert County to sever only the invalid portion or provision, and that the remainder of the IGA shall be enforceable and valid, unless deletion of the invalid portion would defeat the clear purpose of the IGA, or unless deletion of the invalid portion would produce a result inconsistent with the purpose and intent of the County Commissioners of Calvert County and the Town of Chesapeake Beach in entering into this IGA.
18. It is specifically agreed between the parties executing this IGA that it is not intended by any of the provisions of this IGA to create in the public or any member thereof, third party beneficiary status in connection with the performance of the obligations herein without the written consent of the County Commissioners and notwithstanding its concurrence in or approval of the award of any contract or subcontract or the solicitation thereof in fulfilling the obligations of the IGA.
19. By entering into this IGA, the County Commissioners, the Mayor and Town Council, and their "employees," as defined in the Local Government Tort Claims Act §5-301 *et seq.* of the *Courts and Judicial Proceedings Article* of the Maryland Annotated Code, do not waive sovereign immunity,

do not waive any defenses and do not waive any limitations of liability as may be provided for by law. No provision of this IGA modifies or waives any provision of the Local Government Tort Claims Act.

20. No elected official, appointed official, employee, servant, agent or law enforcement officer shall be held personally liable under this IGA or any extension or renewals thereof because of its enforcement or attempted enforcement provided they are acting within the course and scope of their employment or governmental duties and responsibilities.

21. This IGA may not be assigned without the prior written consent of all parties.

22. This IGA shall be construed, interpreted and enforced according to the internal laws of the State of Maryland, without regard to principals of conflict of laws, and any action brought by or between the parties shall vest jurisdiction and venue exclusively in the Courts located in Calvert County, Maryland.

23. In the event that one or more of the provisions hereof shall be held to be illegal, invalid or enforceable, such provisions shall be deemed severable and the remaining provisions hereof shall continue in full force and effect.

24. This IGA shall be effective upon the date first entered above.

**IN WITNESS HEREOF** each of the parties hereto have caused these presents to be executed in its name and on its behalf by authority duly vested in the signatory below, who has hereunto set his or her hand and seal, all done and executed as of the date the last of the parties hereto executes this Agreement, in several counterparts, each of which shall be deemed an original, but all constituting only one Agreement.

**ATTEST:**

**BOARD OF COUNTY COMMISSIONERS OF CALVERT COUNTY, MARYLAND**

\_\_\_\_\_

By: \_\_\_\_\_ (SEAL)

\_\_\_\_\_, President

**ATTEST:**

**TOWN OF CHESAPEAKE BEACH:**

\_\_\_\_\_

By: \_\_\_\_\_ (SEAL)

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**Agreed and approved as beneficiary of this IGA:**

**ATTEST:**

**HIGHLANDS HOMEOWNER'S ASSOCIATION, INC.**

\_\_\_\_\_

By: \_\_\_\_\_ (SEAL)

Name: \_\_\_\_\_

Title: \_\_\_\_\_