

BOONSBORO KEEDYSVILLE WATER ADVISORY BOARD

MEETING MINUTES

Wednesday March 8th, 2023, 6:30 PM

Keedysville Town Hall

Voting members present: Austin Abraham, Boonsboro Council Member Eric Kitchen (B-Alt), Tony Nally (B), Matt Hull (K) and Brandon Sweeney (K). Others present, Paul Mantello, Town of Boonsboro Manager, Keedysville Town Administrator Lisa Riner Keedysville Council Member Sarah Baker (K-Alt) and guest Jean Holloway. The meeting was convened at approximately 6:30 PM at Keedysville Town Hall for the purpose of discussing the draft proposed new agreement between the Towns.

- I. **King Road Agreement review** – Town Manager Paul Mantello told the Board that there is no further information from Boonsboro's lawyer of the terminology of the King Road Agreement. Austin's interpretation of the King Road Associates agreement as it would relate to water capacity allocation is as follows: In the 1/5/2009 First Amendment to the Annexation Agreement between Boonsboro and King Rd Associates, only sewer taps are 'reserved' for the Landowner (section 2b), and the Town further ...'represents and warrants...sufficient sewer capacity to issue the sewer taps to the Landowner (section 7).
But provision of related water taps is qualified "...to the extent the Town may be authorized to make such water capacity available to the Landowner under applicable State Law, regulations and policies" (section 7). "The terms of this Agreement are intended to ensure concurrency of development and infrastructure..." (section 6). While it is Boonsboro's intent to provide water taps in connection to these sewer taps, the agreements recognize that additional water system capacity may be required at the time water connections are requested for which the Landowner may be required to contribute. As such, available water capacity is not currently encumbered.

- II. **Review available capacity chart & options for keeping available capacity positive** – Austin notes that in Section #4, he moved in the King Road 554 EDUs to the planned column leaving a surplus of EDUs. He believes that the water taps are not as committed as the sewer taps. In Section #6 the reserve is set at 5% leaving a surplus of 510 and Keedysville a reserve of 450.00. The Board reviewed and discussed the reserve percentage, and they agree that it be 10%.

**Water Production Capacity and Available EDU's
Projected for FY23 based on Q1+Q2 results (reservoir leaks sandbagged)**

1	Water Appropriation Permits	Permitted Daily Avg Flow GPD	Production Capacity		Available Capacity GPD	Reliable Capacity GPD
			GPM	GPD		
	Schafer Park & Well #8 WA1988G006(03)	332,000	140 + 65 GPM	295,200	295,200	295,200
	Keedysville Spring WA1979G012(05)	220,000	170 GPM	244,800	220,000	220,000
	Warrenfeltz Spring WA1979G013(06)	130,000	120 GPM	172,800	130,000	0
		682,000			645,200	515,200
2	Total water withdrawn FY23 (Q1 + Q2) x 2					128,000,000
	Number of days					365
	Average daily withdrawal					350,685
3	Unused reliable capacity GPD					164,515
	Unused reliable capacity in EDU's @ 250 GPD/EDU					658
4	EDU's planned for or committed to others by Boonsboro:			Planned	Committed	
	King Road Associates (656)	[not paid]		554**		
	TT&K (360)	[paid, no connection yet]			18	
	Easterday (153)	[paid, no connection yet]			8	
	Dean 8486 LLC (Fletcher's Grove)	[paid, no connection yet]			19	
	Misc. commitments				0	
	EDU's planned for or committed to others by Keedysville:			3		45
	EDU Surplus/(Deficit)					613
5	Reliable capacity held in reserve per draft new agreement:			515,200		
	EDU Surplus/(Deficit)		Reserve 5%	25,760		-103
						510
6	EDU's reserved for Keedysville per draft new agreement:					-60
						450
7	Additional EDU capacity if Boonsboro reduces unaccounted-for water to 15%:					161
	EDU Surplus/(Deficit)					671

** In the 1/5/2009 First Amendment to the Annexation Agreement between Boonsboro and King Rd Associates, only sewer taps are 'reserved' for the Land Owner (section 2b), and the Town further "represents and warrants...sufficient sewer capacity to issue the sewer taps to the Land Owner (section 7). But provision of related water taps is qualified "...to the extent the Town may be authorized to make such water capacity available to the Land Owner under applicable State law, regulations and policies" (section 7). "The terms of this Agreement are intended to ensure concurrency of development and infrastructure..." (section 6) While it is Boonsboro's intent to provide water taps in connection to these sewer taps, additional water system capacity may be required at the time water connections are requested for which the Land Owner may be required to contribute. As such, available water capacity is not currently encumbered.

Note: Does not include a) EDU's Boonsboro previously designated for municipal purposes or infill.
Updated: March 8, 2023 A. Abraham

III. **Factor for shared capital costs – Ratio of EDU's or gallons used.** – The Board discusses the options on how to split the cost of capital improvements and operational costs. Should the cost be shared using each town's usage or number of EDUs? Austin reviews the Boonsboro – Keedysville Water Ratios chart with the Board. Keedysville Board members agree that it should remain by usage. There will be additional discussion at the next meeting.

Boonsboro - Keedysville Water Ratios

	TOTAL	Boonsboro	Keedysville
Ratio of water used			
Current usage - Boonsboro loss 26.7%	128,000,000	107,484,582 84.0%	20,515,418 16.0%
Boonsboro loss drops to 20%	119,100,000	98,584,582 82.8%	20,515,418 17.2%
Boonsboro loss drops to 15%	113,300,000	92,784,582 81.9%	20,515,418 18.1%
If water loss is equal in the Towns <i>(based on FY23 customer usage)</i>		81.5%	18.5%
Ratio EDU's @250 GPD	2,187	1,749 80.0%	438 20.0%
Ratio of accounts	1,874	1,465 78.2%	409 21.8%
EDU's adjusted for 126 GPD	2,369	1,931 81.5%	438 18.5%

Prepared: March 8, 2023 A. Abraham

- IV. **Redundancy and shared capital costs for expanding source/supply.** - Below is what Austin has changed in the agreement pertaining to the shared capital costs terms between the towns. Note that 5% in (1) will be changed back to 10% and that Keedysville has changed their GPD to 250 in (2) of the allocation of permitted withdrawal section. In (12) Water Capacity Management section, the section in red pertaining to the town's redundancy and responsibility of the town to work to control for unaccounted water.

11. Allocation of Permitted Withdrawal.

- A. Existing permitted withdrawal. As of the effective date of this Agreement the average daily Permitted Withdrawal Allocation from existing sources for the System as determined by the Maryland Department of the Environment is 682,000 gallons per day (see Exhibit B). Unused Permitted Withdrawal Allocation from current sources shall be available to the Towns as follows:

- (1) ~~Ten (10)~~ Five (5) percent of the Reliable Available Capacity shall not be committed to any person or property without the consent of both Towns.

- (2) As of the effective date of this Agreement, Keedysville is allocated the rights to ~~12,000 gallons per day of available capacity, which equates to 60~~ connections at a rate of 2002.50 GPD for each equivalent dwelling unit (EDU).
- (3) Excluding the reserve allocation in Section 11.A(1) and the allocation to Keedysville in Section 11.A(2) Boonsboro is allocated the rights to all other currently remaining average daily Permitted Withdrawal Allocation as of the effective date of this Agreement.
- B. Increase to permitted withdrawal. Beginning with the date of this Agreement, any increase to Permitted Withdrawal Allocation for the Water System, as may be determined by the Maryland Department of the Environment or any successor organizational body, shall be available to the Towns in a proportion equal to the investment made by each Town relative to the total investment in obtaining and utilizing the increased withdrawal capacity. If an increase in Permitted Withdrawal Allocation occurs without investment by either Town, the increase shall be allocated between the Towns based on the amount of water provided to each Town over the prior 24 months as a percent of the total Water System production for the prior 24 months.
- C. ~~Tracking available permitted withdrawal. Each Town shall maintain a record of all new water connections, the allocation of water capacity to new customers, changes in water allocation to existing customers, and commitment of allocation to customers for future use.~~
- D. ~~Annual review of available water capacity. At least once per year the Water Advisory Board shall review the status of the System's Permitted Withdrawal Allocation, Available Permitted Capacity, Available Production Capability, Reliable Available Capacity, new connections, and commitments of allocation~~

~~made by each Town. This information shall be included in the minutes of the Water Advisory Board's meeting.~~

- E. Transfer of water allocation between the Towns. Either Town may transfer to the other Town some or all of its allocation of available water capacity provided there is written agreement between the Towns on the terms of the transfer.

12. **Water capacity management.**

- A. Each Town shall maintain a record of all new water connections, the allocation of water capacity to new customers, changes in water allocation to existing customers, and commitment of allocation to customers for future use.
- B. At least once per year the Water Advisory Board shall review the status of the System's Permitted Withdrawal Allocation, Available Permitted Capacity, Available Production Capability, Reliable Available Capacity, new connections, and commitments of allocation made by each Town. This information shall be included in the minutes of the Water Advisory Board's meeting.
- C. The Towns recognize the importance of having a level of redundancy among the System's water sources, ideally full redundancy of the System's largest source. To this end, the Towns shall work to ensure that as water allocation commitments are made, beyond those in existence at the effective date of this Agreement, sufficient water capacity exists to provide the desired redundancy or commitments are made by the affected property owners and/or developers to provide additional capacity.
- D. Each Town will work diligently to keep unaccounted-for water to a minimum.

13. **Cost sharing for development of new sources or expanded use of existing sources.** Keedysville shall not be required to contribute to the cost of the development of additional sources of water or expansion of the existing sources of water except as follows:

- A. Keedysville's annual average daily water usage exceeds 110,000 gallons per day, in which case Keedysville shall cover the cost of the additional capacity it needs in excess of 110,000 gallons per day.

- B Keedysville Spring available production becomes limited to less than 110,000 gallons per day, in which case Keedysville shall share in the cost of developing additional capacity for the Water System equal to the production lost below 110,000 gallons per day based on the amount of water delivered to Keedysville for the prior 24 months as a percent of total Water System production for the prior 24 months.
- C The Water System water sources, excluding the Keedysville Spring, existing as of the date of this Agreement can no longer produce in total the same amount of water as they can in total as of the date of this Agreement, in which case Keedysville shall share in the cost of replacing the lost capacity based on the amount water delivered to Keedysville for the prior 24 months as a percent of total Water System production for the prior 24 months.
- D Keedysville desires additional allocation of permitted withdrawal capacity beyond what is otherwise granted or obtained through the terms of this Agreement.
- 14. Temporary water shortage.** Should the combined water sources of the Towns not be sufficient to serve the current water requirements of all existing customers for what is believed to be a short-term situation (generally for 12 months or less), the Towns will work cooperatively and equitably to put in place water conservation measures for their customers. Either Town may request assistance from the Water Advisory Board in the formulation of a plan for dealing with a temporary water shortage should one arise.
- 15. Boonsboro Keedysville Water Advisory Board.** In support of collaboration between the Towns regarding the Water System, there is hereby created a five-member advisory board to be known as the Boonsboro Keedysville Water Advisory Board hereafter called the "Water Advisory Board". The Water Advisory Board shall be comprised of two (2) representatives from Boonsboro as shall from time to time be appointed by the Mayor and Council of Boonsboro, and two (2) representatives from Keedysville as shall from time to time be appointed by the Mayor and Council of Keedysville, and a fifth member serving as Chairperson appointed by, and serving at the will of, a majority of the then existing Advisory Board members representing the Towns. The Water Advisory Board shall meet at least 2 times per year to discuss the operation of the Water System, review the budget including capital projects, review water rates of the Towns, review and approve projected fiscal year costs for Keedysville, review and recommend to the Towns the actual fiscal year costs (true-up of prior fiscal year) for Keedysville, review the cost-sharing formula as required in Section 10.D of this Agreement, and review system

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- V. **Are we ready to move forward?** - The Board agrees that Attorney's review is needed for the King Road Agreement and to have further discussions on the factors for shared capital costs between the towns. The Board agrees that the system map would not be needed to move forward with the agreement due to the Army Corp is still working on this project. Hopefully by the end of the calendar year there will be an agreement to present to the Mayor and Council for and effective date of the new agreement.

NEXT SCHEDULED MEETING: Wed. April 20th, 2023, 6:30 PM at Boonsboro – Work session
(Regular meetings are 2nd Wednesday of Feb, May and Aug and 2nd Wednesday after Thanksgiving)

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BOONSBORO KEEDYSVILLE WATER ADVISORY BOARD
Wednesday March 8, 2023 6:30 PM
Keedysville Town Hall

WORKSESSION – DRAFT PROPOSED NEW AGREEMENT
AGENDA

Rules of procedure: Members of the Water Advisory Board, alternates and town staff or others involved with the operation of the joint water system are welcome to sit at the table during our meetings provided there is sufficient room. Discussion is open but with priority given to members of the Board. The Chair reserves the right to limit discussion to Board members at his/her discretion in accordance with the Board's Bylaws. Voting is restricted to the 5 members of the Board or alternates serving in the place of a Board member.

- I. King Road Agreement review

- II. Review available capacity chart & options for keeping available capacity positive (Austin)

- III. Factor for shared capital costs – Ratio of EDU's or gallons

- IV. Redundancy and shared capital costs for expanding source/supply

- V. Are we ready to move forward?
 - A. Terms finalized:
 - Avoid deficit in available capacity at start
 - Factor for shared capital costs
 - What capital for expanding source/supply will be shared

 - B. When will system map be available (Boonsboro)

 - C. Preferred timetables established?
 - Send to Mayor and Councils for review
 - Attorneys' review
 - Adoption
 - Effective date

 - D. Ready for the Board to adopt at the next regular meeting or is more time needed before the Water Advisory Board takes a vote?

- VI. Public comment

NEXT SCHEDULED MEETING: Wednesday May 10, 2023 6:30 PM at Keedysville
(Regular meetings are 2nd Wednesday of Feb, May and Aug and 2nd Wednesday after Thanksgiving)

**Water Production Capacity and Available EDU's
Projected for FY23 based on Q1+Q2 results (reservoir leaks sandbagged)**

1	Water Appropriation Permits		Permitted	Production		Available	Reliable
			Daily Avg Flow	Capacity		Capacity	Capacity
			GPD	GPM	GPD	GPD	GPD
	Schafer Park & Well #8	WA1988G006(03)	332,000	140 + 65 GPM	295,200	295,200	295,200
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			<u>682,000</u>			<u>645,200</u>	<u>515,200</u>

2	Total water withdrawn						
	FY23 (Q1+Q2) x 2						128,000,000
	Number of days						365
	Average daily withdrawal						<u>350,685</u>

3	Unused reliable capacity GPD						164,515
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5	Reliable capacity held in reserve per draft new agreement:			515,200	
		Reserve	5%	25,760	-103
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Updated: March 8, 2023 A. Abraham

Austin's interpretation of the King Road Associates agreements as they relate to water capacity allocation:

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* add language

- D. Each Town will work diligently to keep unaccounted-for water to a minimum.
non-revenue

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M1 - Rate Setting

M52 - Rate Setting small

SERCAP

**Boonsboro/Keedysville Regional Water System
FY22/23 Quarterly Usage Report**

Month	Fin - Utility		Production		Raw Water Metered		Total		Monthly Usage Received Per Town				Qtrly Gallons Billed to Customers		
	Keedysville	Keedysville	Well #8	Well #8	Warrenfeltz	& Park Well	Boonsboro	%	Keedysville	%	Keedysville	Boonsboro	Keedysville	Keedysville	Lost
Jul 22	5,901,000	5,901,000	340,000	340,000	290,000	4,444,000	9,371,730	0.854	1,603,270	0.146					
Aug 22	5,667,000	5,667,000	445,000	445,000	400,000	4,084,000	8,811,470	0.832	1,784,530	0.168					
Sep 22	5,064,840	5,064,840	824,000	824,000	5,000	4,268,000	8,686,300	0.855	1,475,540	0.145					
1st Qtr	16,632,840	16,632,840	1,609,000	1,609,000	695,000	12,796,000	26,869,500	0.847	4,863,340	0.153	20,133,932	4,494,919	4,494,919	25.1%	7.6%
Oct 22	5,154,700	5,154,700	935,000	935,000	0	4,365,000	8,704,410	0.833	1,750,290	0.167					
Nov 22	5,032,221	5,032,221	1,259,000	1,259,000	8,000	4,214,000	8,843,900	0.841	1,669,321	0.159					
Dec 22	5,331,000	5,331,000	1,241,000	1,241,000	0	4,430,000	9,324,481	0.848	1,677,519	0.152					
2nd Qtr	15,517,921	15,517,921	3,435,000	3,435,000	8,000	13,009,000	26,872,791	0.841	5,097,130	0.159	19,282,421	4,457,809	4,457,809	28.2%	12.5%
Jan 23	5,787,925	5,787,925	1,583,000	1,583,000	0	4,430,000	9,978,400	0.846	1,822,525	0.154					
Feb 23	5,259,000	5,259,000	2,084,000	2,084,000	0	4,108,000	9,887,464	0.863	1,563,536	0.137					
Mar 23							0	#DIV/0!		#DIV/0!					
3rd Qtr	11,046,925	11,046,925	3,667,000	3,667,000	0	8,538,000	19,865,864	0.854	3,386,061	0.146	19,865,864	0	19,865,864	100.0%	100.0%
Apr 23							0	#DIV/0!		#DIV/0!					
May 23							0	#DIV/0!		#DIV/0!					
Jun 23							0	#DIV/0!		#DIV/0!					
4th Qtr	0	0	0	0	0	0	0	#DIV/0!	0	#DIV/0!	0	0	0	#DIV/0!	#DIV/0!
Total 22/23	43,197,686	43,197,686	8,711,000	8,711,000	703,000	34,343,000	86,954,686	0.847	13,346,531	0.153	39,416,353	8,952,728	8,952,728	46.5%	32.9%

Last test result:															
Adjustment %															
Adj K gals	0							0.000	0	#DIV/0!	0	#DIV/0!	0	#DIV/0!	#DIV/0!
Adj B gals	0														

NON REVENUE WATER				WATER LOSS			
MILL POINT	VALLEY VIEW	MT LAUREL	FIRE	LEAKS	Hydrants		
410550						King rd/EIImcrest	
635625				150,000			

- 1ST
- 2ND
- 3RD
- 4TH

