

## BOONSBORO KEEDYSVILLE WATER ADVISORY BOARD

### MEETING MINUTES

Wednesday February 12, 2025

**Voting members present** -Chairperson Jean Holloway, Eric Kitchen (B-Alt), Howard Long (B), Tony Nalley (B), Matt Hull (K) and Brandon Sweeney (K).

**Others present** - Water & Sewer Superintendent Pete Shumaker, Boonsboro Town Manager Rachel Souders, Town Planner Drew Bowen and Yvette May, Recording Secretary. The meeting convened at 6:27 PM at Boonsboro Town Hall..

- I. Approval of minutes: December 11, 2024 regular meeting- Motion by Board Chairperson Holloway and second by Board Matt Hull to approve Minutes. **Motion carried unanimously.**
- II. Status of Capital Projects
  - A. Shafer Park Well - Water & Sewer Superintendent Pete Shumaker stated he expected to complete the project this upcoming week. He stated they are still waiting on the electric panel. Town Manager Souders stated the project must be completed by March 31<sup>st</sup>.
  - B. Crestview Pressure Reducing Booster Station – Boonsboro Town Manager Souders stated the Town has received 75% completed engineering plans. She stated the Town met with Crestview HOA to discuss an easement to run the high-pressure line. Souders stated the HOA was receptive and also discussed help with streambank restoration in that area. Next step would be to submit a formal request.
  - C. Boonsboro reservoir replacement – Boonsboro Town Manager stated that they have a start date of February 21<sup>st</sup> for Pre-construction.
- III. Review quarterly usage report and metering between the Towns – Chairperson Holloway reviewed the usage report with the Board. She stated there was a slight increase in Keedysville's water loss. Town Manager Souders stated that Boonsboro recently had 2 major leaks at the High School. Board Member Sweeney that Keedysville had a bad hydrant and a leak by the pavilion.
- IV. Review of available capacity allocation – Chairperson Holloway reviewed the EDU allocation worksheet. She stated there are no changes. Board Member Sweeney stated the Town of Keedysville has an upcoming Public Meeting about a potential new Redmen Club being built within Keedysville's town limit which would potentially use 4-6 EDUs reserved for Keedysville.
- V. Status of DRAFT Consolidated Agreement – Chairperson Holloway reviewed the lawyer's comments, and the Board discussed the below changes.
  1. Set deadlines/time limits for disputes, including mediation and arbitration. Set an agreed-upon organization to use for arbitration. Section 17, B step Two- insert 30 days, C- Step Three- insert 30days.
  2. Each Town would need to introduce and pass an Ordinance to approve the terms of this agreement.
  3. Change Stu Mullendore, Chair to Colin Shanaberger.
  4. Section 9(A) line contains a typo. The word "of" should be removed.
  5. Add definitions for shared cost, related cost, non-revenue water, un-accounted for water referenced in Section 9C. Chairperson Holloway stated she will work on the definitions.

6. Insert new EDU Calculation Worksheet, Exhibit D with new format.
7. Section 17(B), line 6 the word “to” should be changed to “upon.”

VI. Old Business

- A. Bedrock Water Line replacement – Board Member Sweeney stated they had received 30% completed engineering plans too review and is being submitted for permit application.
- B. GIS System – Board Member Sweeney stated they are still collaborating with engineers.
- C. Internal Water Audit – Boonsboro Town Planner Bowen stated he and Pete Shumaker started with looking at the Shafer Water Plant and found a few issues and resolutions to those issues. They will then look at Well #8 and lastly move to Keedysville. He stated he is also working with Greg about the distribution system of the metered services. He stated his focus will be finding what is the overall water loss in the system. He agrees that the majority of the water loss is from the reservoir. He stated that MDE considers Boonsboro & Keedysville as one system and if we do not prove some of the water loss, the permitted amount will not change. Bowen stated he reached out to MDE how they measure water loss.
- D. Alternative Meeting schedules – The Board discussed the different possibilities for a new meeting schedule. Town Manager Souders stated that meeting quarterly would make sense. Motion by Board Member Long and second by Board Member Sweeney to approve meeting quarterly, January, April, July and October on the second Wednesday of those months. **Motion carried unanimously.**
- E. Potential for virtual meetings – Chairperson Holloway stated the only concern would be the noise. The Board stated that using virtual meetings would be beneficial for people traveling and leaving the topic on the table.

VII. New Business

- A. Review of Capital projects planned for FY 26 – Boonsboro Town Manager Souders reviewed the Town’s planned projects and listed them in priority. Firstly listed, the new Reservoir, the completion of Chase Six intersection, replacement of lead components, capital funding for the Advanced Metering and Alt 40 Gravity Sewer Project.
- B. Review of Respective Water Rates – Chairperson Holloway reviewed each Town’s rate schedule. Board discussed each Town’s process for proposed rate increases.

VIII. Other member comments or business

- IX. System Operator’s Report - Water & Sewer Superintendent Pete Shumaker stated the Spring Pump at Keedysville is beyond repair. He stated he ordered a new pump at a cost of \$26,000.00. Shipping time is around 20-24 weeks. Shumaker also stated he had to replace a 3” meter in the pump house.

X. Public Comment

There were no additional discussions. **Motion by Member Long and second by Board Member Sweeney to adjourn the meeting at 7:40pm.** The next regularly scheduled meeting is April 9, 2025 6:30 PM at Keedysville. (Regular meetings are 2nd Wednesday of January, April, July and October)

# **BOONSBORO KEEDYSVILLE WATER ADVISORY BOARD**

**Wednesday February 12, 2025 6:30 PM**

**Boonsboro Town Hall**

## **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. Approval of meeting minutes from December 11, 2024
- II. Status of Capital Projects
  - A. Shafer Park Well - Pete
  - B. Crestview Pressure Reducing Booster Station - Rachel
  - C. Boonsboro reservoir replacement - Rachel
- III. Review quarterly usage report and metering between the Towns - Jean
- IV. Review of available capacity allocation – Jean
- V. Status of DRAFT Consolidated Agreement – Town Managers
- VI. Old Business
  - A. Bedrock Water Line replacement – Lisa
  - B. GIS System – Lisa
  - C. Internal Water Audit – Rachel
  - D. Alternative Meeting schedules
  - E. Potential for virtual meetings
- VII. New Business
  - A. Review of Capital projects planned for FY 26
  - B. Review of Respective Water Rates
- VIII. Other member comments or business
- IX. System Operator's Report
- X. Public Comment

Next meeting schedule pending discussion and decision on Items VII A and B above

**BOONSBORO KEEDYSVILLE WATER ADVISORY BOARD**  
**MEETING MINUTES**  
**Wednesday December 11, 2024**

**Voting members present** -Chairperson Jean Holloway , Eric Kitchen (B-Alt), Tony Nalley (B), Matt Hull (K), Brandon Sweeney (K) and Judy Kerns (K-Alt).

**Others present** - Water & Sewer Superintendent Pete Shumaker, Keedysville Town Administrator Lisa Riner, Boonsboro Town Manager Rachel Souders, BMUC Chairman Colin Shanaberger and Yvette May, Recording Secretary. Absent – Board Member Long. The meeting convened at 6:30 PM at Keedysville Town Hall.

- I. Approval of minutes: August 1, 2024, regular meeting- Motion by Board Member Hull and second by Board Member Kitchen to approve Minutes. **Motion carried unanimously.**
- II. FY24 Keedysville cost-sharing true-up / FY25 Cost-sharing Projections – Keedysville Town Manager Riner reviewed the final true-up result for FY24. The total amount due from Keedysville to Boonsboro for the year is \$79,184 which is \$31,392 less than what was projected. The most significant differences between the FY24 projected cost to Keedysville and the actual cost are 1) capital was less than projected and 2) no contingency expenditure was required.

	<b>Budget</b>	<b>Actual</b>	<b>Difference</b>
Shared operating expense	\$397,845	\$402,872	\$5,027
Shared capital	\$170,000	\$14,996	\$-155,004
Percent of water used	15.5%	13.8%	-1.7%
Billing and customer accounting	\$13,693	\$13,145	-\$548
Daily operations of tank & booster station	\$7,549	\$8,373	\$824

**Motion by Board Member Kitchen and second by Board Member Hull to approve the cost-sharing true-up for FY24 with a payment from Boonsboro to Keedysville of \$31,392. Motion carried unanimously.**

Keedysville Town Manager Riner reviewed the proposed Projected FY25 Cost Sharing and estimated payments from Keedysville to Boonsboro. Keedysville’s projected percentage of total water produced is lowered from 15.5% to 14.5% based on the recent uptick in water pumped to Boonsboro due to an increase in water loss. The cause of the additional water loss is leaks in the reservoir, which is scheduled to be replaced in FY25.

While shared operating expenses have increased, this amount is slightly lower than the FY24 projected cost due to the lower projected capital expense and a reduced percentage of water projected to be provided to Keedysville.

Total applicable operating expense	\$895,568
Shared Capital	\$156,179
Percent of water used	14.5%
Billing and customer accounting	\$13,594

**Motion by Board Member Hull and second by Board Member Nalley to approve the proposed cost-sharing true-up for FY25 with a projected FY25 annual payment from Keedysville to Boonsboro is \$109,748 (\$27,437 per quarter). Motion carried unanimously.**

- III. Status of Boonsboro capital projects
- A. Shafer Park Well – Water & Sewer Superintendent Shumaker stated he is in contact with Phillips Well Drilling and the work will be completed in January 2025.
- B. Crestview Pressure Reducing Booster Station – Town Manager Souders stated the Engineers are still working on plans to either excavate or bore for the stream crossing.

- C. Boonsboro Reservoir Replacement – Town Manager Souders stated that all contracts are signed, and a Pre-construction Meeting was held on the 11<sup>th</sup>. HRI informed the Town the project has a start date of February 2025 with 500 days completion time.
- IV. Review quarterly usage report and metering between the Towns – Chairman Holloway reviewed the usage report with the Board noting Boonsboro's loss still remains quite high.
- V. Review of available capacity allocation -Chairman Holloway reviewed the data with the Board. She asked why Warrenfeltz Spring's Available Capacity GPD was more than the Permitted Daily Average Flow GPD. Water & Sewer Superintendent Shumaker stated that the Available Capacity amount was the max that he could pull/per day and the permitted Daily average only needs to be an average/day for a year.
- VI. Draft new consolidated agreement between the Towns
  - A. Keedysville Town Manager Riner stated they did receive comments from their attorney, and she would forward those comments to Boonsboro. Boonsboro Town Manager Souders stated that Boonsboro will be re-submitting the agreement to a new attorney.
- VII. Old business
  - A. Lead & Copper Inventories – Keedysville Town Manager Riner stated that the project is completed and stated the LCRRSL Inventory Spreadsheet was submitted by the deadline.
  - B. Bedrock waterline replacement engineering -Keedysville Town Manager Riner stated EADS engineering work is 60% completed. She stated she is still investigating funding.
  - C. GIS System – Keedysville Town Manager Riner stated they are talking to EADS to start putting Keedysville into a GIS System. She stated that some talks with Boonsboro are necessary since Keedysville and Boonsboro are regarded as a single water system by MDE and there needs to be an agreement drawn.
  - D. Internal Water Audit – No updates
- VIII. New business
  - A. Planning for future Meetings – Boonsboro Town Manager Souders stated that the responsibilities of creating the agenda and managing the communications to the board needed to be clarified. In reviewing the responsibilities of the Chairman, she stated those responsibilities would fall unto Chairman Holloway. The Board also discussed alternative meeting dates. The Board proposed that after the February 2025 meeting, the dates would run quarterly, January, April, July and October and remain the 2<sup>nd</sup> Wednesday of those months. The Board will vote at the February Meeting.
- IX. System operator's report – Water & Sewer Superintendent Shumaker stated there were issues with the Spring pumps. One had been pulled and was being repaired for 2 months and the other recently had pressure relief valve issues that he had to repair. He did reach out to the company repairing the pump to stress the importance of completing the repair.
- X. Public comment - None

There were no additional discussions. **Motion by Chairman Holloway and second by Board Member Hull to adjourn the meeting at 7:23pm.** The next regularly scheduled meeting is February 12, 2024 6:30 PM at Boonsboro. (Regular meetings are 2nd Wednesday of February, May , August and December)

**Boonsboro/Keedysville Regional Water System  
FY24/25 Quarterly Usage Report**

Month	Raw - Utility Keedysville WTP	Production Well #8	Raw Water Metered		Total	Monthly Usage Received Per Town			Qtrly Gallons Billed to Customers		
			Warrentfelz	& Park Well		Boonsboro	%	Keedysville	Boonsboro	Keedysville	Lost
Jul 24	5,993,000	2,569,000	665,000	5,486,000	14,713,000	12,659,990	0.860	2,053,010			
Aug 24	6,071,695	2,567,000	1,072,000	5,326,000	15,036,695	13,215,190	0.879	1,821,505			
Sep 24	5,898,397	2,484,000	526,000	4,868,000	13,776,397	11,983,820	0.870	1,792,577			
<b>1st Qtr</b>	<b>17,963,092</b>	<b>7,620,000</b>	<b>2,263,000</b>	<b>15,680,000</b>	<b>43,526,092</b>	<b>37,859,000</b>	<b>0.870</b>	<b>5,667,092</b>	<b>21,987,825</b>	<b>5,063,373</b>	<b>10.7%</b>
											<b>-603,719</b>
Oct 24	5,990,858	2,567,000	830,000	5,189,000	14,576,858	12,746,965	0.874	1,829,893			
Nov 24	5,900,322	2,499,000	352,000	5,016,000	13,767,322	11,958,600	0.869	1,808,722			
Dec 24	6,025,000	2,591,000	0	5,151,000	13,767,000	11,702,739	0.850	2,064,261			
<b>2nd Qtr</b>	<b>17,916,180</b>	<b>7,657,000</b>	<b>1,182,000</b>	<b>15,356,000</b>	<b>42,111,180</b>	<b>36,408,304</b>	<b>0.865</b>	<b>5,702,876</b>	<b>18,881,485</b>	<b>4,172,210</b>	<b>26.8%</b>
											<b>-1,530,666</b>
Jan 25	6,024,000	2,591,000	534,000	5,414,000	14,563,000	12,075,910	0.829	2,487,090			
Feb 25					0	#VALUE!	#VALUE!	#VALUE!			
Mar 25					0	#VALUE!	#VALUE!	#VALUE!			
<b>3rd Qtr</b>	<b>6,024,000</b>	<b>2,591,000</b>	<b>534,000</b>	<b>5,414,000</b>	<b>14,563,000</b>	<b>#VALUE!</b>	<b>#VALUE!</b>	<b>2,487,090</b>			
Apr 25					0	#VALUE!	#VALUE!	#VALUE!			
May 25					0	#VALUE!	#VALUE!	#VALUE!			
Jun 25					0	#VALUE!	#VALUE!	#VALUE!			
<b>4th Qtr</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>#VALUE!</b>	<b>#VALUE!</b>	<b>0</b>			
<b>Total 24/25</b>	<b>41,903,272</b>	<b>17,868,000</b>	<b>3,979,000</b>	<b>36,450,000</b>	<b>100,200,272</b>	<b>#VALUE!</b>	<b>#VALUE!</b>	<b>13,857,058</b>	<b>#VALUE!</b>	<b>#VALUE!</b>	<b>#VALUE!</b>
							0.138				



FY24-25

## RAW &amp; FINISHED READINGS

Month	K WTP RAW	K WTP FINISHED	K to B	Warrenfeltz RAW	Park RAW	Park FINISHED	Well 8 RAW	Well 8 FINISHED	B WTP RAW (Warrenfeltz & Park)	B WTP FINISHED METERED	Total Raw	Total Finished	Difference Raw & Finished B WTP	Difference Raw & Finished K WTP
Jul 24	5,992,810	6,036,000	3,939,800	665,000	5,486,000		2,569,000	2,569,000	6,151,000	6,462,000	14,712,810	15,067,000	311,000	43,190
Aug 24	6,071,695	6,111,000	4,250,190	1,072,000	5,326,000		2,567,000	2,567,000	6,398,000	6,752,000	15,036,695	15,430,000	354,000	39,305
Sep 24	5,898,397	5,961,000	4,105,820	526,000	4,868,000		2,484,000	2,484,000	5,394,000	5,854,000	13,776,397	14,299,000	460,000	62,603
											43,525,902	44,796,000		

0

Month	K WTP RAW	K WTP FINISHED	K to B	Warrenfeltz RAW	Park RAW	Park FINISHED	Well 8 RAW	Well 8 FINISHED	B WTP RAW (Warrenfeltz & Park)	B WTP FINISHED METERED	Total Raw	Total Finished	Difference Raw & Finished B WTP	Difference Raw & Finished K WTP
Oct 24	5,991,000	6,029,000	4,139,190	830,000	5,189,000		2,567,000	2,567,000	6,019,000	6,368,000	14,577,000	14,964,000	349,000	38,000
Nov 24	5,900,000	5,951,000	4,091,600	352,000	5,016,000		2,499,000	2,499,000	5,368,000	5,662,000	13,767,000	14,112,000	294,000	51,000
Dec 24	6,025,000	6,056,000	3,961,000	0	5,151,000		2,591,000	2,591,000	5,151,000	5,435,000	13,767,000	14,080,000	282,000	31,000
											42,111,000	43,156,000		

Month	K WTP RAW	K WTP FINISHED	K to B	Warrenfeltz RAW	Park RAW	Park FINISHED	Well 8 RAW	Well 8 FINISHED	B WTP RAW (Warrenfeltz & Park)	B WTP FINISHED METERED	Total Raw	Total Finished	Difference Raw & Finished B WTP	Difference Raw & Finished K WTP
Jan 25	6,024,000	6,067,000	3,536,420	534,000	5,414,000		2,591,000	2,591,000	5,948,000	6,434,000	14,563,000	15,092,000	486,000	43,000
Feb 25									0		0			
Mar 25									0		0			

Month	K WTP RAW	K WTP FINISHED	K to B	Warrenfeltz RAW	Park RAW	Park FINISHED	Well 8 RAW	Well 8 FINISHED	B WTP RAW (Warrenfeltz & Park)	B WTP FINISHED METERED	Total Raw	Total Finished	Difference Raw & Finished B WTP	Difference Raw & Finished K WTP
Apr 25											0			
May 25											0			
Jun 25											0			

FY24-25

Month	Raw Total	Finished Total	Difference Raw to Finish	Total Water (Billed/Non Rev/Loss)
Jul 24	14,713,000	15,067,000	354,000	
Aug 24	15,036,696	15,430,000	393,304	
Sep 24	13,776,397	14,298,000	521,603	
Total	43,526,093	44,795,000	1,268,907	29,392,926

Month	Raw Total	Finished Total	Difference Raw to Finish	Total Water (Billed/Non Rev/Loss)
Oct 24	14,576,858	14,964,000	387,142	
Nov 24	13,767,322	14,112,000	344,678	
Dec 24	13,767,000	14,080,000	313,000	
Total	42,111,180	43,156,000	1,044,820	24,107,195

Month	Raw Total	Finished Total	Difference Raw to Finish	Total Water (Billed/Non Rev/Loss)
Jan 25	14,563,000	15,092,000	529,000	
Feb 25			0	
Mar 25			0	
Total	14,563,000	15,092,000	529,000	

Month	Raw Total	Finished Total	Difference Raw to Finish	Total Water (Billed/Non Rev/Loss)
Apr 25			0	
May 25			0	
Jun 25			0	
Total		0	0	0



Water Production Capacity and Available EDU's FY24-25

1	Water Appropriation Permits		Permitted Daily Avg Flow GPD	GPM	Production Capacity GPD	Available Capacity GPD	Reliable Capacity GPD
	Shafer Park & Well #8	WA1988G006(03)	332,000	140 + 65 GPM	295,200	252,000	252,000
	Keedysville Spring	WA1979G012(05)	220,000	170 GPM	244,800	200,000	200,000
	Warrenfeltz Spring	WA1979G013(06)	130,000	120 GPM	172,800	144,000	88000
			682,000			596,000	540,000
2	Total water withdrawn FY24						145,126,536
	Number of days						365
	Average daily withdrawal						397,607
3	Unused capacity GPD						142,393
	Unused reliable capacity in EDU's						250 GPD 570
4	If rpermitted capacity is held in reserve:						
	Reserve				10%	682,000	273
	EDU Surplus/(Deficit)					68,200	297
5	Reserve EDU's for Keedysville in new agreement:						60
							237
6	EDU commitments to others by Boonsboro:						
	TT&K (360)	water not paid		18 sewer paid			18
	Easterday (153)	water not paid		8 sewer paid			8
	Dean 8486 LLC (Fletcher's Grove)	water not paid		18 sewer paid			56
	Battlefield	water not paid		sewer not paid			48
	Auction House						7
	Highs	water not paid		sewer not paid			4
	St. Paul	water not paid					4
	EDU commitments by Keedysville:						3
	TOTAL commitments						148
	EDU Surplus/(Deficit)						89

Year Usage	BK Usage
24-25	
23-24	167,737,470
22-23	137,737,686
21-22	138,461,190
20-21	140,006,035
19-20	141,690,300
Five Year Average	145,126,536

EDUs		Gallons per day	
Permitted	2,728	682,000	
Boonsboro Water	1,744	436,000	
Keedysville Water	436	109,000	

Quarterly	Actual Usage		
FY24-25	Boonsboro gallons	Keedysville gallons	Total
Q1	37,859,000.00	5,667,092.00	43,526,092.00
Q2	36,408,304.00	5,702,876.00	42,111,180.00
Q3			#VALUE!
Q4			#VALUE!
			#VALUE!

Quarterly	Actual Usage		
FY23-24	Boonsboro gallons	Keedysville gallons	Total
Q1	34,115,910.00	5,640,560.00	39,756,470.00
Q2	37,505,268.00	5,770,732.00	43,276,000.00
Q3	36,187,375.00	5,834,625.00	42,022,000.00
Q4	36,735,769.00	5,947,231.00	42,683,000.00
			167,737,470.00

**WATER SERVICE AGREEMENT  
BY AND BETWEEN  
THE MAYOR AND COUNCIL OF BOONSBORO  
AND  
THE MAYOR AND COUNCIL OF KEEDYSVILLE**

This Agreement (“Agreement”) is made this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between the Mayor and Council of Boonsboro, a municipal corporation hereafter called “Boonsboro”, and the Mayor and Council of Keedysville, a municipal corporation hereafter called “Keedysville”, both of Washington County, Maryland, and sometimes collectively referred to as the “Towns”.

WHEREAS, Boonsboro and Keedysville separately own portions of a joined water system (“Water System”); and

WHEREAS, the Towns have provided for the ownership and operation of the Water System by means of a series of agreements between the Towns; and

WHEREAS, the original agreement that is still in force as amended is dated October 6, 1958 and has a term of 75 years; and

WHEREAS, since 1958 the Towns have experienced growth in Town boundaries, growth in population, an increase in regulation and requirements regarding water system operations, and significant additions to the capital infrastructure of the Water System including but not limited to two water treatment plants, a booster station and an elevated storage tank; and

WHEREAS, the Towns desire to continue cooperation for their mutual benefit and advantage in providing reliable potable water service to their residents and other customers, and

WHEREAS, the Towns desire to continue to share in the use of available water sources, and

WHEREAS, the Towns have determined that it is in the best interests of the Towns to replace the existing agreements with one new agreement covering the ownership and operation of the Water System, the collaboration between the Towns necessary for operating such a Water System, and the best method for equitably sharing costs between the Towns.

NOW THEREFORE, for and in consideration of the premises and the mutual covenants and agreements herein contained, the parties hereto do each covenant and agree with the other as follows:

**1. Recitals.** The representations set forth in the foregoing recitals are material to this Agreement and are hereby incorporated into and made a part of this Agreement.

**2. Termination of prior agreements.** With the adoption of this Agreement by the Towns, the following agreements by and between the Towns are hereby terminated and no longer in effect:

- Untitled water service agreement, by and between the Mayor and Council of Boonsboro, the Board of Water Commissioners of Boonsboro, the Mayor and Council of Keedysville, dated October 6, 1958, and
- *Resolution 97-02 of the Mayor and Council of Boonsboro, An Ordinance Entitled Boonsboro and Keedysville Regional Water System Agreement*, by the Towns of Boonsboro and Keedysville, dated July 28, 1997
- *Amendment #1 to the Water Service Agreement Dated October 6, 1958*, by and between the Mayor and Council of Boonsboro, the Mayor and Council of Keedysville, the Boonsboro Municipal Utilities Commission (formerly the Board of Water Commissioners of Boonsboro), and the Keedysville Water Commission, dated May 15, 1998, and
- *Water Service Charge Agreement*, by and between the Mayor and Council of Boonsboro, the Boonsboro Municipal Utilities Commission, the Mayor and Council of Keedysville, and the Keedysville Water Commission, dated June 17, 1999, and
- *Memorandum of Understanding, Town of Keedysville Water Infrastructure Upgrades*, by the Mayor and Council of Boonsboro and the Town of Keedysville, dated March 1, 2010, and
- *Booster Station and Elevated Storage Tank Agreement*, by and between the Mayor and Council of Boonsboro, the Boonsboro Municipal Utilities Commission and the Mayor and Council of Keedysville and the Keedysville Water Commission, dated January 5, 2015 and,
- *Amendment to Water Service Charge Agreement*, by and between the Mayor and Council of Boonsboro, the Boonsboro Utilities Commission, and the Mayor and Council of Keedysville and the Keedysville Water Commission, dated March 1, 2017.

### 3. Ownership of Water System assets.

- A. The ownership of Water System assets including, but not limited to, sources of supply and related water rights, pumping and treatment facilities, storage facilities, transmission lines, and distribution systems shall remain unchanged by this Agreement.
  - B. As of the date of this Agreement Keedysville owns all Water System assets within the corporate boundaries of Keedysville including, but not limited to, water rights to sources in Keedysville, distribution and transmission lines, connections and meters, the spring house at the Keedysville spring, the treatment facility for the Keedysville spring, the elevated storage tank and the booster station located near the northern boundary of the Town.
  - C. As of the date of this Agreement Boonsboro owns all Water System assets located both inside and outside the corporate boundaries of Boonsboro except for those owned by Keedysville as specified above.
  - D. An illustration of the primary Water System assets as of the date of this Agreement is shown in **Exhibit A**.
  - E. Each Town shall provide appropriate building, contents, and equipment insurance as well as appropriate boiler and machinery coverage for that portion of the Water System it owns.
- 4. Water System separation.** The Water System lines and facilities may not be separated into separate water systems except by the joint approval of the Towns and the Maryland Department of the Environment or its successor if any.
- 5. Existing sources of water.** The existing sources of water connected to the Water System as of the date of the Agreement and their Permitted Withdrawal Allocation as determined by the Maryland Department of the Environment are listed in **Exhibit B**.
- 6. Service areas.** Each Town shall have the exclusive right to provide water service to customers within their corporate limits as they now exist and as the corporate limits may, from time to time, be expanded. In addition, each Town shall have the right to serve customers outside their corporate limits. Should a Town's corporate limits be extended to include water customers of the other Town, those customers shall become customers of the Town into which they have been annexed. Boonsboro shall have the

exclusive right to serve unincorporated properties from the water transmission line that runs between the Towns' boundaries.

- 7. Operation of the Water System.** Boonsboro shall serve as the Water System Operator, hereafter called the "System Operator". Boonsboro shall provide personnel and/or contractors that are trained and certified to operate and maintain a potable water system in a manner as required by any and all applicable regulatory bodies.
- 8. Maintenance and replacement of Water System assets.** Except as stipulated in **Section 9** of this Agreement, Boonsboro as System Operator, shall be responsible for the maintenance, repair and replacement of all water facilities including, but not limited to, water sources, treatment facilities, pumping facilities, transmission lines, distribution lines, connections, hydrants and storage. Costs shall be shared between the Towns as stipulated in **Section 10** and **Section 12** of this Agreement.
- 9. Distribution, storage and booster station facilities in Keedysville.**
  - A. Keedysville shall be responsible for the operations, maintenance, capital improvements, replacements, and costs related to the distribution system owned by Keedysville regardless of if lines in Keedysville are used to transport water to Boonsboro.
  - B. Although Boonsboro, as System Operator, shall be responsible to operate the elevated storage tank in Keedysville, Keedysville shall be responsible for all costs related to the operation, maintenance, repair and replacement of the elevated storage tank in Keedysville.
  - C. Boonsboro, as System Operator, shall be responsible to operate, maintain and replace as necessary the piping and equipment inside the Keedysville Booster Station with related costs treated as shared costs. Keedysville shall manage and fund any and all repairs, maintenance and replacements necessary for the Keedysville Booster Station building and related grounds.
  - D. All work on the distribution facilities in Keedysville that is regulated by the Maryland Department of the Environment or any successor or by the Environmental Protection Agency or any successor shall be coordinated by Keedysville with Boonsboro which operates the Water System.

## 10. Allocation of operating costs to Keedysville.

- A. Keedysville's share of Boonsboro's costs of operating the Water System shall be based on the costs Boonsboro incurs for the operations, maintenance, capital improvements and replacements of those portions of the Water System that provide service to Keedysville including the water transmission line between the Towns, in proportion to the total gallons of water provided to Keedysville compared to the total gallons produced by the Water System. Excluded are a) all costs related to Boonsboro's distribution system, b) all water lines in the Boonsboro water service area, except for the transmission line between the Town boundaries, regardless of if those lines transport water to Keedysville, and c) capital costs related to water storage in Boonsboro, which costs shall be the sole responsibility of Boonsboro.
- B. In addition, Keedysville's share of Boonsboro's costs shall include a) the cost of providing Keedysville with meter reading, billing, collection and customer service for Keedysville's water customers, and b) any other direct support to Keedysville as the Towns may agree.
- C. Keedysville's share of Boonsboro's costs shall be calculated using the methodology illustrated in **Exhibit C**, or as otherwise agreed to by the Towns, and shall be determined on a fiscal year basis. During each fiscal year, Boonsboro shall bill Keedysville quarterly (or on a schedule otherwise agreed to by the Towns) based on projected costs for that fiscal year. At the end of each fiscal year, and following Boonsboro's receipt of its annual audited financial statement, Keedysville's cost for that fiscal year shall be calculated based on actual costs. Any undercharge from the projected billings shall be billed to Keedysville and any overcharge from the projected billings shall be refunded to Keedysville. Projected and actual costs shall first be reviewed by the Water Advisory Board and then forwarded to each Town for review and approval. Boonsboro's bills to Keedysville shall be due 30 days from the invoice date.
- D. Review of cost sharing formula. The cost-sharing methodology shall be reviewed by the Water Advisory Board at a minimum every five (5) years, or at the request of either Town, to ensure it properly reflects that portion of Boonsboro's costs attributable to Keedysville by the terms of the Agreement. The Water Advisory Board shall forward the outcome of its review to the Mayor and Council of each Town including any recommendations for revision of the cost-sharing methodology if appropriate

## 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) ~~Five (5)~~Ten (10) percent of the Reliable Available Capacity shall be held in reserve and 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 60 connections at a rate of 250 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. 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. (See Exhibit D for one example of a capacity report.) 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~~sufficient redundancy to handle the loss of use 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~~non-revenue 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 water capacities as required in **Section 11.D**. The Board shall adopt bylaws for the conduct of its business.
- 16. Merger.** None of the provisions of this Agreement shall be, nor shall the same be construed to be, extinguished by merger by reason of the execution and delivery hereafter of deeds and/or the entering into of other agreements unless said instruments

expressly refer to this Agreement and thereby extinguish or alter the provisions hereof.

## **17. Disputes.**

- A. Step One. Should any dispute arise between the parties regarding the terms and provisions of this Agreement which is not resolved by staff of each Town, such dispute shall first be referred to the Water Advisory Board for review and resolution.
- B. Step Two. If such dispute is not resolved to the satisfaction of either or both Towns by the Water Advisory Board, the Water Advisory Board shall forward its recommendation(s) for resolution to the Mayor and Council of each Town. If the Mayors and Councils do not endorse a recommendation of the Water Advisory Board or come to some other mutually agreed upon resolution, then the Towns shall employ the services of a mutually agreed to mediation service to attempt to resolve the situation.
- C. Step Three. If such dispute is not resolved to the satisfaction of the Towns through mediation, then each Town shall appoint an arbitrator and said arbitrators are hereby clothed with the power and authority to make such award as is equitable pursuant to the terms this Agreement. If said arbitrators are unable to agree then said arbitrators shall appoint a third arbitrator or umpire and the award of any two of such three so appointed shall be binding upon all the parties hereto.

**18. Paragraph headings.** The paragraph headings and references herein are for the convenience of the parties and are not intended nor shall they be used to limit, vary, define or expand the terms and provisions contained in the Agreement.

**19. Severability.** If any provision or portion of this Agreement is held invalid, such invalidity shall not affect the application or validity of any other provision or portion of this Agreement.

**20. Term.** This Agreement shall remain in force for a term of twenty-five (25) years from the date of this Agreement except as the parties may from time to time mutually agree to amend the term or any provision of this Agreement. This Agreement may be extended for up to five (5) ten (10)-year terms upon mutual agreement of the Towns.

In witness whereof, the parties have executed the Agreement by their duly authorized signatory and representative.

WITNESS/ATTEST:

THE MAYOR & COUNCIL OF BOONSBORO

\_\_\_\_\_  
Clerk

By: \_\_\_\_\_(SEAL)  
Howard W. Long, Mayor

WITNESS/ATTEST:

THE MAYOR & COUNCIL OF KEEDYSVILLE

\_\_\_\_\_  
Clerk-Treasurer

By: \_\_\_\_\_(SEAL)  
Kenneth E. Lord, Mayor

Other signatories:

WITNESS/ATTEST:

BOONSBORO MUNICIPAL UTILITIES  
COMMISSION

\_\_\_\_\_

By: \_\_\_\_\_(SEAL)  
Stuart Mullendore, Chair

WITNESS/ATTEST:

KEEDYSVILLE WATER COMMISSION

\_\_\_\_\_

By: \_\_\_\_\_(SEAL)  
, Chair

## EXHIBIT A

### LOCATION OF PRIMARY WATER SYSTEM ASSETS

*(Insert map showing at minimum town boundaries, sources, treatment plants, pumping stations, reservoir, storage tank, and transmission line between the Towns.)*

DRAFT

## EXHIBIT B

### EXISTING SOURCES OF WATER CONNECTED TO THE WATER SYSTEM and EXISTING PERMITTED WITHDRAWALS

LOCATION	PERMITTED WITHDRAWAL (Annual Daily Average)
<i>In Keedysville:</i>	
Keedysville Spring (aka Jones-Gouff Spring) .....	220,000 GPD
<i>In Boonsboro:</i>	
Warrenfeltz Spring.....	130,000 GPD
Shaffer Park Well and Well #8 .....	<u>332,000</u> GPD
<b>TOTAL.....</b>	<b>682,000 GPD</b>

## EXHIBIT C

### COST SHARING FORMULA

Ln	Description	Administration	Operations & Maintenance
1	Total Boonsboro operating costs excluding capital, debt service, non-cash expense	\$184,594	\$509,250
2	Adjustment to any budgeted contingency (used only when projecting costs)	0	20,000
3	Total operating costs	184,594	529,250
4	LESS: % of costs attributed to Boonsboro's distribution system	-40%	-40%
		-73,838	-211,700
5	Total shared operating costs	110,756	317,550
6	Cash cost of any capital expense for which both Towns are responsible	18,000	180,000
7	Debt-Service on any financed expense for which both Towns are responsible	0	0
8	Total costs to be shared	128,756	497,550
9a	Keedysville % of administrative costs based on number of accounts	21.8%	
9b	Keedysville % of operations/maintenance costs based on water provided		16.0%
10	Sub-totals Keedysville's cost share	28,069	79,608
11	<b>TOTAL Keedysville Annual Cost Share</b>	<b>\$107,677</b>	

## EXHIBIT D

### SAMPLE CAPACITY REPORT

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	Production Capacity		Available Capacity	Reliable Capacity
			GPD	GPM	GPD	GPD	GPD
	Schafer Park & Well #8	WA1988G006(03)	332,000	140 + 65 GPM	<b>295,200</b>	295,200	295,200
	Keedysville Spring	WA1979G012(05)	<b>220,000</b>	170 GPM	244,800	220,000	220,000
	Warrenfeltz Spring	WA1979G013(06)	<b>130,000</b>	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	EDU's reserved for Keedysville per draft new agreement:						
							-60
							553
6	Reliable capacity held in reserve per draft new agreement:						
				Reserve	10%	515,200	
						51,520	-206
	EDU Surplus/(Deficit)						347
7	Additional EDU capacity if Boonsboro reduces unaccounted-for water to 15%:						
							161
	EDU Surplus/(Deficit)						508

## GLOSSARY of TERMS

**Available permitted capacity:** The difference between the Permitted Withdrawal Allocation and the current use of the system, or as may otherwise be determined by the Maryland Department of the Environment or its successor, if any.

**Available production capacity:** The amount of water that can be produced at a source based on the source and the available production equipment for that source. This amount may be more or less than the Permitted Withdrawal Allocation and may be more or less than the Available Permitted Capacity.

**Distribution system:** The water lines, service connections, meters, and hydrants that are used primarily to directly serve customers.

**Permitted withdrawal allocation:** The maximum amount of water that the Towns are permitted to withdrawal from one or more sources by the Maryland Department of the Environment, rated by annual average daily gallons and maximum monthly average daily gallons.

**Reliable available capacity:** The lessor of the Available Permitted Capacity and the Available Production Capacity, provided the capacity is available year-round. If the capacity is not available year-round, it is not counted towards overall Water System Reliable Available Capacity.

**Transmission line:** A water line which has the primary purpose of transporting large amounts of water from a source or treatment facility to a storage facility or another large section of a water system.



**From:** [lriner@keedysvillemd.com](mailto:lriner@keedysvillemd.com)  
**To:** [hwlorg@myactv.net](mailto:hwlorg@myactv.net); [Anthony Nally](#); [Eric Kitchen](#); [Rachel Souders](#); [Pete Shumaker](#); [jhollowaypers@gmail.com](mailto:jhollowaypers@gmail.com); [Yvette May](#); [mayorkenlord@gmail.com](mailto:mayorkenlord@gmail.com); [bsweeney@keedysvillemd.com](mailto:bsweeney@keedysvillemd.com); [hullscraneservice@hotmail.com](mailto:hullscraneservice@hotmail.com); [sbaker@keedysvillemd.com](mailto:sbaker@keedysvillemd.com); [TownPlanner](#); [redskins8806@aol.com](mailto:redskins8806@aol.com); [Judy Kerns](#); [Teresa Pangle](#)  
**Subject:** Re: Feedback on New Water Agreement  
**Date:** Thursday, December 12, 2024 2:12:55 PM

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Hello All,

Below are the comments from our attorney and a few more from Matt about the new agreement. I will forward a copy of the new agreement itself in a separate email.

Thanks!

Lisa Riner  
Town Administrator, Notary  
Town of Keedysville  
19 S Main St, PO Box 359, Keedysville, MD 21756  
301-432-5795 (office), 240-313-8603 (cell)

On Fri, Apr 12, 2024 at 9:39 AM Lisa Riner <[lriner@keedysvillemd.com](mailto:lriner@keedysvillemd.com)> wrote:

Good Morning All,

Matt brought up a few additional items that we may want to include in the new agreement:

1. Who owns what
2. Existing Booster Station and Tank Agreement
3. Existing Water Service Charge Agreement
4. Are there any other past agreements that should be brought along into the new agreement?

Our attorney provided the following feedback regarding the new agreement:

1. An Agreement of this nature will require that it be approved through the passage of an Ordinance by each Town which will approve the terms of the Agreement and authorize the Mayor to execute the Agreement. The passage of an Ordinance is also necessary since Section 2 is a Termination of Prior Agreements, some of which were approved by and/or created through the passage of an Ordinance. The only way to modify, amend, revoke, replace, etc. an Ordinance is through the passage of an Ordinance. When the time comes, we will need to prepare the appropriate Ordinance that would be introduced and passed in accordance with the Charter. Boonsboro will need to follow the same

process so that no question exists regarding each Town's proper approval of the Agreement.

2. Section 9(A) line contains a typo. The word "of" should be removed.
3. Section 9(C). I assume everyone understands what "related costs" and "shared costs" mean in the context of this Agreement? If there is any uncertainty, those terms should probably be defined and added to the Glossary.
4. Section 12(D). What is "non-revenue water"? Should that term be defined and added to the Glossary?
5. Section 15. Is 2 times per year enough "required" meetings? Are there existing Bylaws that will carry over or will new Bylaws be adopted by the Water Advisory Board created pursuant to this Agreement? Maybe a set of Bylaws should be agreed upon at the time of the approval and adoption of this Agreement.
6. Section 17(B), line 6 the word "to" should be changed to "upon."
7. Term. Any "mutual" extensions or amendments that agreed upon must be approved by each Town through the passage of an Ordinance.
8. Set deadlines/timeframes for disputes, including mediation and arbitration. Also, set an agreed-upon organization to use for arbitration.

Thank you!

Lisa Riner  
Town Administrator, Notary  
Town of Keedysville

19 S Main St, PO Box 359, Keedysville, MD 21756  
301-432-5795 (office), 240-313-8603 (cell)  
[lriner@keedysvillemd.com](mailto:lriner@keedysvillemd.com), [www.keedysvillemd.com](http://www.keedysvillemd.com)  
Town Hall Hours: Monday - Friday 8:00am - 3:00pm



## MEMORANDUM OF UNDERSTANDING

BETWEEN  
THE MAYOR AND COUNCIL OF  
THE TOWN OF BOONSBORO, MARYLAND,  
AND  
THE MAYOR AND COUNCIL OF  
THE TOWN OF KEEDYSVILLE, MARYLAND

### RE: WATER ASSET MANAGEMENT SYSTEM

This Memorandum of Understanding (MOU) is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2025, by and between the Mayor and Council of the Town of Boonsboro, a municipal corporation (*Boonsboro*), and the Mayor and Council of the Town of Keedysville, a municipal corporation (*Keedysville*), and establishes the general terms and responsibilities for the provision of water system asset management within the town limits of both Towns. The Towns are sometimes referred to herein as “Keedysville” or “Boonsboro,” individually, and “Towns,” collectively.

### RECITALS

The Town of Keedysville owns and maintains the water system distribution infrastructure within its municipal boundaries.

The Town of Boonsboro operates ~~Keedysville's water system~~ the shared water system utilized by both Towns.

The geographic area within Keedysville's municipal boundaries is included in this MOU.

The Towns recognize the importance of developing and maintaining a water asset management system for the protection of public infrastructure, health, safety, and welfare.

The Towns desire to enter into a Memorandum of Understanding (MOU) and agree upon terms that will describe how the Towns will develop and maintain a water asset management system.

This MOU consolidates terms for the development and maintenance of a water system asset management system to the present and future service areas.

NOW, THEREFORE, in consideration of the foregoing, the Towns hereto agree as follows:

1. Effective Date and Term: The effective date of this MOU is \_\_\_\_\_, 2025.  
The initial term of this MOU shall commence on its effective date and continue indefinitely unless terminated by the mutual agreement of all of the parties hereto.
2. Boonsboro Responsibilities: The Town will procure GIS software and maintain the inventory in the GIS system. The Town will input updated information into the Asset Management System and ensure both Towns have access to the database. The Town will verify components within Boonsboro's distribution system as well as the shared water system are current and up-to-date within the Asset Management System.
3. Keedysville Responsibilities: The Town will pay \_\_\_\_% of the cost of the GIS software. The Town will pay to Boonsboro a fee of \$\_\_\_\_\_ on a quarterly basis for the maintenance of the inventory in the GIS system. The Town will verify components within Keedysville's distribution system are current and up-to-date within the Asset Management System.
- 3.4. Updates to the Systems: Each of the Towns shall be responsible for identifying any new, updated, or removed components within their respective boundaries. Any updates will need to be relayed to the Town of Boonsboro for input into the Asset Management System.
- 4.5. Amendments: Any modification or revision to this MOU shall be made by formal writing and adopted by resolution or other formal enactment by the Towns. Amendments shall be effective for and consistently applied to, ~~all Joint Sewer Service Areas as originally approved in Paragraph 15 of~~ this MOU and to all ~~Joint Sewer Service Areas~~ subsequently approved by the parties in future amendments to ~~Paragraph 15 of~~ this MOU.
- 5.6. Severability: The conditions and requirements of this MOU are subject to modification by acts, orders, or directives of regulatory agencies or courts of competent jurisdiction. Should any paragraph, section, or provision of this MOU be annulled by acts, orders, or directives of regulatory agencies or courts of competent jurisdiction, the remaining portions of this MOU shall remain in full force and effect.
- 6.7. Due Authorization: The Towns agree and represent to each other that this MOU has been approved by each respective governing body at a duly constituted public

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meeting and that each undersigned has been designated as the duly authorized signatory and representative of said governing body.

(SIGNATURES APPEAR ON NEXT PAGE.)

In witness whereof, the parties hereto have executed this MOU by their respective duly authorized signatories and representatives.

ATTEST:

MAYOR AND COUNCIL OF THE  
TOWN OF BOONSBORO

\_\_\_\_\_  
Rachel Souders, Town Manager

By: \_\_\_\_\_  
Howard Long, Mayor

Date: \_\_\_\_\_

ATTEST:

MAYOR AND COUNCIL OF THE  
TOWN OF KEEDYSVILLE

\_\_\_\_\_  
Lisa Riner, Town Administrator

By: \_\_\_\_\_  
Kenneth Lord, Mayor

Date: \_\_\_\_\_

## DEFINITIONS

~~**Joint Sewer Service:** Sewer service provided jointly by the City and the County where one party agrees to own and maintain a sewer collection system through sewer lines owned by that party and treatment may be provided at a sewage treatment plant owned by the other party.~~

~~**Joint Sewer Service Area:** That area depicted in gold, blue, and red on Exhibit A attached hereto, in which the City and the County have agreed to provide Joint Sewer Service.~~

~~**Joint Sewer Service Customer:** A sewer customer whose sewer service is provided by collection systems, conveyance systems, and/or treatment facilities owned and operated by a combination of the County and the City. The customer is considered a customer of both the City and the County and receives charges from both the City and the County for the sewage service each party provides.~~

#### **4. Applicability**

The provisions of this Ordinance, including but not limited to, the debt service charge and fixed rate fee established herein shall apply to all property, improved or unimproved that abuts on any street, road, lane, alley, or right of way or any area wherein a water main or service is adjacent to or crosses same.

The rates and charges set forth herein are chargeable against all property that is connected to any water service that Keedysville owns, participates in, or supervises.

#### **5. Water User Rates**

##### **(a) WATER RATES**

<b>CALENDAR YEAR</b>	<b>FIXED RATE</b>	<b>TIERED RATES</b>	
----------------------	-------------------	---------------------	--

<b>2022</b>	<b>\$33.00 per EDU</b>	<b>&lt;15,000 Gals.</b>	<b>\$9.19 /1,000 Gals.</b>
		<b>&gt;15,000 Gals.</b>	<b>\$11.82 /1,000 Gals.</b>
<b>2023</b>	<b>\$33.00 per EDU</b>	<b>&lt;15,000 Gals.</b>	<b>\$9.93 /1,000 Gals.</b>
		<b>&gt;15,000 Gals.</b>	<b>\$12.77 /1,000 Gals.</b>
<b>2024</b>	<b>\$33.00 per EDU</b>	<b>&lt;15,000 Gals</b>	<b>\$10.72 /1,000 Gals.</b>
		<b>&gt;15,000 Gals.</b>	<b>\$13.79 /1,000 Gals.</b>
<b>2025</b>	<b>\$33.00 per EDU</b>	<b>&lt;15,000 Gals.</b>	<b>\$11.58 /1,000 Gals.</b>
		<b>&gt;15,000 Gals.</b>	<b>\$14.89 /1,000 Gals.</b>
<b>2026</b>	<b>\$33.00 per EDU</b>	<b>&lt;15,000 Gals.</b>	<b>\$12.51 /1,000 Gals.</b>
		<b>&gt;15,000 Gals.</b>	<b>\$16.08 /1,000 Gals.</b>

##### **(b) CONNECTION RATES**

###### **CONNECTION FEES**

<b>Water - \$12,000.00</b>
<b>Connection Fees must be paid before hook-up</b>

## **7. Definition of EDU and Calculations**

The following calculations and method will be utilized for the purpose of determining an EDU;

- (a) An EDU shall be defined as usage averaging 250 gallons per day.
- (b) Residential accounts shall be assessed one (1) EDU for each residential dwelling unit served by the account;
- (c) Non-residential accounts will be assessed one (1) EDU for each 250 GPD usage averaged over a calendar year with minimum assessment of one (1) EDU;
- (d) EDU calculations shall employ “half rounding.” For example, 374 GPD would be assessed one (1) EDU and 375 GPD would be assessed 2 EDUs.
- (e) EDUs for non-residential accounts shall be reviewed and reassessed annually, prior to each July 1 through June 30, and shall be based on the prior calendar year’s usage for each account.



**Boonsboro Mayor and Council**  
**Public Hearing**  
**Ordinance 2024-01; Adopt the Fiscal Year 2025 Budgets, Tax Rate, Sanitation Rate and**  
**Water and Sewer Fixed Fees for the**  
**Town of Boonsboro, Maryland**  
**May 13, 2023**

The Mayor and Council of Boonsboro held a Public Hearing, as duly advertised in The Herald-Mail Newspaper and Town website, on Monday, May 13, 2024 in the Town Annex Meeting Chambers. In attendance were Mayor Howard Long, Assistant Mayor Tony Nally, Council Members Ray Hanson, Eric Kitchen, Terri Hollingshead, and Ricky Weaver. Also present were Interim Town Manager Kimberly Miller and Town Clerk Bryan Wachtel.

Mayor Long opened the Public Hearing at 6:30 PM for the purpose of receiving public input, either in support of or in opposition to the proposed Ordinance 2024-01; *Adopt the Fiscal Year 2025 Budgets, Tax Rate, Sanitation Rate and Water and Sewer Fixed Fees for the Town of Boonsboro, Maryland.*

**Ordinance 2024-01; Adopt the Fiscal Year 2025 Budgets, Tax Rate, Sanitation Rate and Water and Sewer Fixed Fees for the Town of Boonsboro, Maryland**

**General Fund Budgetary highlights include:**

- Maintaining the current Constant Yield Tax Rate of \$0.3591 per \$100 of assessed property value for Fiscal Year 2025 will provide the potential revenue of \$1,386,205
- Maintaining the current Personal Property Tax Rate of \$0.87 per \$100 of assessed personal property value for Fiscal Year 2025 will provide the potential revenue of \$55,000
- **Highway User Revenues:** Highway User Revenues is estimated at \$255,877 for Fiscal Year 2025
- **Anticipated Grant Funding:** The anticipated grant funding for Fiscal Year 2025 is \$6,270,000
- **Fire and Rescue Donations:** The annual contribution amount to both agencies for Fiscal Year 2025 will be \$28,000 per agency
- **Sanitation Rates:** Sanitation Rates will increase from \$25 to \$30 per quarter per EDU (EDU – Equivalent Dwelling Unit or One dwelling unit, each individual apartment is an EDU)
- **Capital Improvements:** \$8,805,449
  - American Rescue Plan - \$2,213,789
  - Special Projects Grant Spending - \$6,270,000
  - Special Project Funding (Reservoir) - \$321,660
- **Total Revenues and Expenses of \$11,162,281**

**Water and Sewer Fund Budgetary highlights include:**

- Based on the 5-Year Capital Improvement Plan for the Water and Sewer Fund and at the recommendation of the Debt Task Force, a Tiered Rate Plan was provided by the Task Force and the Utilities Commission. The Mayor and Council approved and implemented a tiered rate structure in Fiscal Year 2016, which charges users a small, fixed fee and for the quantity of Water/Sewer that they use, per 1,000 gallons. The proposed Water and Sewer Fixed Fee Rates increase for Fiscal Year 2025 is as follows:

	<b>Residential</b>	<b>Commercial</b>	<b>Out of Town</b>
<b>Sewer Fixed Fee</b>	\$66.00 per EDU per quarter	\$66.00 per EDU per quarter	----
1-18,000 gallons waste water	\$9.00/1,000gal	\$9.00/1,000gal	----
18,001+ gallons waste water	\$13.00/1,000gal	\$13.00/1,000gal	----
<b>Water Fixed Fee</b>	\$30.00 per EDU per quarter	\$30.00 per EDU per quarter	\$45.00
1-18,000 gallons water	\$6.20/1,000gal	\$6.20/1,000gal	\$9.30/1,000gal
18,001+ gallons water	\$9.30/1,000gal	\$9.30/1,000gal	\$11.30/1,000gal

**Water Fund Budgetary highlights include:**

- Revenue from Water charges will be **\$822,000**
- **Expenses:** Reflects a percentage of the expense and 30% of the Salaries and Insurance for the Administration staff, Public Works Employees and the Water and Sewer Operators.
- **Total Revenues of \$1,703,998** for Fiscal Year 2025
- **Capital Improvements**
  - Drinking Water Reservoir Replacement - \$11,000,000
  - Shafer Park Well Replacement - \$256,179
  - Crestview Water Pressure – \$1,136,896
  - Dean South Waterline Looping – \$20,000
  - Lead Pipe Inventory - \$72,654
- **Debt**
  - MDE Alternate 40 Waterline – \$214,160
- **Total Revenues and Expenses of \$1,703,998**

**Sewer Fund Budgetary highlights include:**

- Revenue from Sewer charges will be **\$1,237,184**
- **Expenses:** Reflects a percentage of the expense and 20% of the Salaries and Insurance for the Administration staff, Public Works Employees and the Water and Sewer Operators.
- **Total Revenues of \$1,715,244** and the establishment of a Contingency Fund of \$28,851 for Sewer Fund
- **Capital Improvements**
  - Waste Water Treatment Plant Dewatering Facility - \$100,000
- **Debt**
  - Waste Water Treatment Plant CDA Bond - \$309,177
  - General Fund Loan Payment - \$350,000
- **Total Revenues and Expenses of \$1,715,244**

The floor was opened for public comment. No comments were received.

**Motion** by Council Member Hollingshead, second by Council Member Hanson to close the Public Hearing at 6:44pm. **Motion carried.**

Respectfully submitted,

Kimberly Miller, Interim Town Manager