

**BOONSBORO MAYOR AND COUNCIL**  
**WORKSHOP MEETING MINUTES**  
**Monday, August 24, 2020**

The Mayor and Council of Boonsboro held their Workshop Meeting on Monday, August 24, 2020 in the Meeting Chambers to set the Regular Session Agenda for Monday, September 14, 2020. The Meeting was streamed via GoToMeeting online for the public. In attendance were Mayor Howard Long, Assistant Mayor Rick Byrd, Council Members Marilee Kerns, Ray Hanson, Terri Hollingshead, Tony Nally and Ricky Weaver. Town Manager Paul Mantello, Office Manager Kim Miller, Interim Town Planner Tim Lung, Police Officer Dave Rizer and BMUC Chairman Bob Sweeney were also present. The meeting convened at 7:00PM.

**GUEST** - Austin Abraham, *Chairman of the Boonsboro Keedysville Water Advisory Board Boonsboro*. BKWAB Chairman Abraham introduced himself stating that he has been the Chairman since the formation of the Board in 1998. He stated that the Board is made up of five (5) Members; 2 from Boonsboro (Howard Long and Terry Davis) and 2 from Keedysville (Matt Hull and Barry Levey). Chairman Abraham provided the Boonsboro – Keedysville Summary of Agreements and the Recap of Cost Sharing and Keedysville regarding the annual True-Up between the two towns for the Councils review and input:

**Summary of Agreements Between Boonsboro (B) and Keedysville (K):**

**1958 Water Service Agreement**

- > K to construct water line between the Towns
- > B acquires rights to water from K spring
- > B acquire, at cost, the line constructed by K between the Towns
- > K acquires benefits of B's reservoir
- > K to construct pump house, B to equip
- > B to operate water production for both Towns
- > K will buy water from B at the same rate that B charges its customers
- > B to make available to K water from all present and future water sources
- > Towns each have first right to water sources and water rights it owns
- > Establishes method for handling lack of sufficient water for the Towns including termination of the agreement
- > Term is 75 years (to 2033) and may be renewed by mutual agreement

**1994 Arbitration**

- > Settled dispute over charges by B to K
- > Established cost-sharing as the basis for charges from B to K
- > Since no meters were installed for K customers, rates were established per account based on the cost allocated to K and the number of accounts.

**1998 Amendment #1 to 1958 Agreement**

- > Documented collaboration between the Towns for the construction of new treatment plants, administration of the project, receipt of grant money and repayment of debt, thus permitting continued ownership by each Town of its water system assets (Note: State had threatened to take over the water systems)
- > Establishes ownership of new assets (K to own treatment plant in K and B to own treatment plant in B and the new line between the Towns)
- > B to continue to operate the Water System
- > K to continue to be responsible for its distribution system
- > After loan is paid in full, K may use B's services related to customer billing, paying B at cost for such service.
- > Created the Water Advisory Board as a platform for collaboration between the Towns. (Note: The Board does not own, operate or control the Water System, it is advisory to the Towns.)
- > Water system may not be separated without the approval of both Towns and MDE

**1999 Water Service Charge Agreement**

- > Provides updated methodology for calculating charges by B to K for water service based primarily on the 1994 Arbitration cost-sharing methodology.
- > Provides methodology for handling of billing between the Towns.
  - >> A projected cost shall be estimated for each fiscal year and K shall pay B quarterly based on the projected fiscal year cost.
  - >> Following the end of each fiscal year, a true-up of costs shall be done based on the actual costs incurred by B and the actual water usage of each Town.

**2010 MOU on Booster Station and K Storage Tank**

- > B's concurrence for construction of K Tank and Booster Station between the Towns

- > B accepted no obligation to operate or maintain new or modified equipment related to this project

#### 2015 **Booster Station and Storage Tank Agreement**

- > B to operate Storage Tank and Booster Station in same manner as it operates the balance of the Water System with a few exceptions:
  - >> K is responsible for the maintenance, repair and replacement of the Booster Station building and the Tank structure
- > Cost share to be handled as stipulated in the 1998 Agreement with a few exceptions:
  - >> K to cover all costs related to the Tank
  - >> K to cover 100% of routine daily operating labor for the Booster Station
- > Keedysville no longer shares in the cost of capital repairs, replacements or additions to the Boonsboro reservoir or any future Boonsboro water storage facility.

#### 2017 **Amendment to 1999 Water Service Charge Agreement**

- > Revises adjustment of Boonsboro distribution expenses in true up from 35% to 50%

#### **Recap of Cost Sharing Between the Boonsboro Keedysville Water System:**

1. The Water System is a partnership between the Towns begun in 1958. Boonsboro needs the water source in Keedysville and Keedysville needs alternate source(s) of water supply found in Boonsboro. The Water System needs a single operator. Neither Town is considered a customer of the other. Each Town is 100% responsible for its distribution system. Costs that are shared relate to sources, treatment and transmission of water between the Towns.
2. 1999 'Water Service Charge Agreement' states: "Boonsboro's water service charge to Keedysville will be based [on] the costs Boonsboro incurs for the operations, maintenance, capital improvements and replacements of the Water System in the course of operating and maintaining those portions of the Water System which provide service to Keedysville." The costs are shared based on the percentage of water pumped into each Town. (*Keedysville currently receives about 16% of the water.*)
3. The 1999 Agreement provides a cost-sharing formula based on the 1994 Arbitration as follows:
  - A. Boonsboro annual operating and maintenance expense
  - B. Less depreciation
  - C. Less the cost of Boonsboro's operation & maintenance of its distribution system (began as a 35% reduction of total costs, adjusted in 2017 to 50%)
  - D. Plus, cash cost of any capital improvement serving Keedysville
  - E. Plus, debt-service cost of any financed improvements serving Keedysville
  - F. Total of A-E times Keedysville's percentage of total water produced.

In addition, Keedysville is responsible for the following:

- A. Direct costs for billing and collection service provided by Boonsboro
- B. Services provided by Boonsboro related to Keedysville's distribution system (meter replacements, inspection of line repairs, etc.)

*And from the 2015 Agreement on the Booster Station and Storage Tank:*

- C. Routine daily operation labor provided by Boonsboro for the Storage Tank and Booster Station (*Currently calculated at ½ hour per day, 7 days a week*).
  - D. All costs related to the Storage Tank: operations, maintenance, and capital including replacement.
  - E. Repairs, maintenance and replacements for the Booster Station building and grounds.
4. Costs are projected at the start of each fiscal year and Keedysville's share of the projected cost is billed quarterly by Boonsboro to Keedysville. At the close of each fiscal year, the cost to Keedysville is adjusted to actual costs through a process known as the 'true-up'.

Council Member Kerns thanks BKWAB Chairman Abrahams's for helping the Council understand the Boonsboro-Keedysville, noting that it was greatly appreciated.

**Police Department Update – Officer Rizer.** Office Rizer provided the request, on behalf of Chief Morgan, for Police Administrative Assistant Amy Rudy to take a Professional Grant Writing Certificate Program through the San Diego State University Global Campus for the cost of \$700. He stated that the Program is divided into two courses: Introduction to Grants and Funding Research and Grant Proposal Development. He stated that the Program will be very beneficial to the Police Department and the Town. Mayor Long stated that the Council already has that item on the Executive Session Agendas for this evening. Officer Rizer stated that even though Chief Morgan claims that he does not need a new vehicle, the Chevrolet Tahoe he is currently driving is on its last legs. He stated that he believes they could purchase a vehicle from Asia Motors and completely outfit if for around \$35,000 to \$40,000.

**Public Works Agreement; Easterday – United State Postal Service Boonsboro Office:** Town Manager Mantello stated that the Boonsboro Municipal Utilities Commission approved the Easterday's Public Works Agreement for the USPS Boonsboro Office

and Phase II of the South End Pumping Station at their August 19, 2020 meeting, but that the Planning Commission has not approved it yet. He stated that both the Easterday's and their lawyer have reviewed and approved the Agreement as well. He further stated that 90% of the issues have been corrected for the Ostertag Pass Public Works Agreement. Town Manager Mantello stated that this Public Works Agreement is for the next stage of commercial development, and that the Town is trying to help facilitate the hand off between the Easterday's and Ed Scott, the prospective purchaser of the above-mentioned property. BMUC Chairman Sweeney stated that the time frame for the improvements in this Public Works Agreement are shorter than the first PWA and must be completed within 1-year. Mayor Long asked that Town Manger Mantello contact the Chairman of the Planning Commission to schedule an Emergency Meeting as soon as possible, so to not wait until the end of September for their regularly scheduled monthly meeting. **Motion** by Assistant Mayor Byrd, second by Council Member Weaver to approve the Easterday's Public Works Agreement for the USPS Boonsboro Office and Phase II of the South End Pumping Station contingent upon the Planning Commission's approval. **Motion carried.**

**CARES Reimbursement Request:** Town Manager Mantello and Office Manager Miller provided an update on the submittal of the CARES Reimbursement Request for COVID-19 related expenses from March through June 2020 to Washington County. He stated that Washington County announced that the Board of County Commissioners allocated \$500,000 in funding to the County and Municipalities for COVID related expenditures on August 11, 2020, noting that reimbursement funding requests will be allocated in the order they are received on a first-come-first-serve basis. He further stated that Office Manager Miller submitted all of the Town's expenditures totaling \$11,643.86 and all Town employee related salaries totaling \$19,753.38 on August 14, 2020.

**ShoreScan Proposal:** Town Manger Mantello provided the ShoreScan proposal for digitizing and organizing Town documents and files for the Councils review and input. He stated that he feels that the digital record management system offered by ShoreScan would be beneficial to the Town to help move forward to the goal of organizing all of the Town documents into one easily searchable format. He stated that the program is called "Managed Services" and that Ken Carlsen, the ShoreScan representative, would arrange for someone to come to Town Hall with their equipment and scan all of our documents and upload them to a secure searchable 'file cabinet.' Town Manger Mantello stated that the initial set up fee and first month service would cost \$4,990 and the On-Site Services – Annual Agreement would cost \$425 per month (\$5,100 annually). Council Member Kerns asked what format the files would be saved into, such as PDFs, and if the Town would end the Agreement, would we still have access to the digital files. Town Manger Mantello stated that the files are saved in the ShoreScan digital format. Council Member Kerns stated that this was not a budgeted item in Fiscal Year 2021 and that there are other possible items that are more necessary that may arise during the year. Council Member Nally stated that he is not for purchasing ShoreScan and that more research is needed for other ideas for digitizing Town documents.

#### **Interim Town Planner Report – Tim Lung**

- Stated that 29 building permits have been received this year, with no new homes to date, noting that 57 building permits were received in 2019 with 9 new homes in Sycamore Run.
- Stated that 2 Zoning Permits were issued this year for changes in business owners, noting that 7 were issued in 2019.
- Development Reviews:
  - Preliminary Subdivision/Site Plan for the Easterday Post Office (Planning Commission approved with conditions on August 11, 2020)
  - Final Subdivision Plat for the Preserve at Fox Gap Lots 1-6, Parcel C (Planning Commission approved with conditions on August 11, 2020)
  - Revised Site Plan for the AC&T North Main Street 8 space employee parking lot (Planning Commission approved with conditions on August 11, 2020)
  - Sycamore Run – Additional lots (Planning Commission approved with conditions on August 11, 2020)
- Potential Project Inquiries:
  - H&H; Paul Healy - 4-unit apartment at 39 N. Main Street
  - Battlefield Estates – 48 age restricted single-story townhouse lot development – received Preliminary Plat approval on April 26, 2016
- MOSH Complaint – Pet Valu Pet Store – Weis Market Complex unsafe structure complaint on August 7, 2020 – Richard Eichelberger, Washington County Chief Code Official, investigated and issued correction notice.

#### **Town Manager Report – Paul Mantello**

- Water Loss Update: Stated that the ultra-sonic meter on the Town Reservoir is showing that 15,000 gallons more of water goes into the Reservoir than leaves it, which confirms that there is more than likely a leak in the liner. Stated

that the last time the liner was replaced was in 1987. Stated that WRA is working on the Water Model to determine the best way to shut down the Reservoir for the liner replacement. Stated that the BMUC approved WRA moving forward with the study for the cost of \$2,900. Stated that the second ultra-sonic meter was installed near King Road outside of the Crestview Development, and that is it currently showing that there is most likely no leak in Crestview. Stated that the booster pump station was shut down during testing for 12-days with no water being pumped from Keedysville.

- Stated that a larger well is needed in Shafer Park. Stated that staff is recommending that a 10-inch well be installed and is requesting that a Request for Proposals be put out for bids. Stated that the total cost is estimated near \$37,000 with Keedysville paying 15% of the cost. Council Member Kerns stated that a new well is a non-budgeted item. Mayor Long suggested placing the Request for Proposals on the September Regular Meeting Agenda and explore possible funding options. Council Member Nally stated that there is \$174,000 in the Water Fund User Fee Account that could be used towards this Project. **Motion** by Council Member Nally, second by Assistant Mayor Byrd to place the Request for Proposals out for bids for the 10-inch Well Project in Shafer Park. **Motion carried.**

Mayor Long stated that Vernon Brown received approval from the State Highway Administration to hold the 9/11 Remembrance Parade on September 11, 2020 at 6:30PM. He stated that he will let Mr. Brown know that the Council will participate in the parade.

Mayor Long stated that the Town received a request for donation for the South County Food Bank – Micah’s Backpack Golf Tournament at Black Rock Golf Course on September 21, 2020. **Motion** by Council Member Nally, second by Assistant Mayor Byrd to donate \$100 to the South County Food Bank – Micah’s Backpack Golf Tournament. **Motion carried.**

Office Manager Miller stated that the Washington County Health Department is returning to Shafer Park at Pavilion #1 on Friday, September 18, 2020 from 8AM to 11AM to offer free walk-up COVID-19 testing for anyone in the community. She stated that 108 people were tested at the walk-up testing site beside the Police Department in July, the most that have attended any of the Washington County Health Department’s mobile community sites. She further stated that testing does not require a Doctor’s referral or an appointment.

**Motion** by Assistant Mayor Byrd, second by Council Member Weaver to adjourn the Workshop Meeting at 8:42PM and move into **Executive Session; as provided under General Provisions Article §3-305 (b)(1), subsection (i) to discuss the appointment, employments, assignment, promotion, discipline, demotion, compensation, removal, resignation, or performance evaluation of appointees, employees, or officials over whom it has jurisdiction. Motion carried.**

Respectfully submitted,

Kimberly A. Miller  
Office Manager