



MORGANTOWN
CITY CLERK

304-284-7439
Morgantownwv.gov
389 Spruce St.
Morgantown, WV 26505

AGENDA

CITY COUNCIL REGULAR MEETING

City Hall Council Chambers, 389 Spruce Street, 2nd Floor, Morgantown, WV 26505

Tuesday, February 17, 2026, at 7:00 PM

This meeting will be broadcast live via YouTube at City of Morgantown - YouTube

<https://www.youtube.com/@CityofMorgantown/streams>

1. PLEDGE:

2. CALL TO ORDER:

3. ROLL CALL:

4. APPROVAL OF MINUTES:

A. February 3, 2026, Regular Meeting Minutes

B. February 3, 2026, Special Meeting Minutes

5. CORRESPONDENCE:

A. National Cancer Prevention Month Proclamation

6. REPORT OF PROCLAMATIONS:

A. Issued Outside of Council Meetings - February - Honoring the West Virginia Chinese Association

7. PUBLIC HEARINGS:

A. An Ordinance authorizing institution of eminent domain proceedings as needed for acquisition of property in the Greenmont neighborhood as provided in the CDBG Action Plan

B. An Ordinance authorizing Acquisition of the Town of Star City of Water and Sewer Utilities and Amending Articles 925 and 927 of the City Code to Establish Rates for Service Area of the former Town of Star City and Sewer Utilities

C. An Ordinance for establishing and maintaining One Way Roads and Restricted Turns

8. UNFINISHED BUSINESS:

A. Consideration of **APPROVAL** of (Second Reading) of An Ordinance authorizing institution of eminent domain proceedings as needed for acquisition of property in the Greenmont neighborhood as provided in the CDBG Action Plan (*First Reading February 3, 2026*)

B. Consideration of **APPROVAL** of (Second Reading) of An Ordinance of the City of Morgantown Authorizing Acquisition of the Town of Star City Water and Sewer Utilities and Amending Articles 925 and 927 of the City Code to Establish Rates for Service Area of the Former Town of Star City Water and Sewer Utilities (*First Reading February 3, 2026*)

C. Boards and Commissions

9. PUBLIC PORTION WHICH SHALL BE SUBJECT TO RULES ESTABLISHED BY COUNCIL AND ADOPTED BY RESOLUTION:

10. SPECIAL COMMITTEE REPORTS:

11. CONSENT AGENDA:

A. Consideration of **APPROVAL** of Bid Call 2026-11 - Asbestos Abatement and Demolition of 565 Clark Street, 612 Arlington Avenue and 2060 Lloyd Avenue

B. Consideration of **APPROVAL** of (Second Reading) of An Ordinance for establishing and maintaining One Way Roads and Restricted Turns (*First Reading February 3, 2026*)

12. NEW BUSINESS:

A. Consideration of **APPROVAL** of (First Reading) of an Ordinance Approving a Gas Line Easement at 495 Falling Run Road, Morgantown, West Virginia 26505

13. CITY MANAGER'S REPORT:

14. REPORT FROM CITY CLERK:

15. REPORT FROM CITY ATTORNEY:

16. REPORT FROM COUNCIL MEMBERS:

17. EXECUTIVE SESSION:

A. Discussion of acquisition or development of real estate in the Sabraton area (W. Va. Code 6-9A-4(b)(9))

B. Discussion of matters related to development of property and/or investment of public funds in the area of Spruce St., Willey St., and Richwood Ave. (It is anticipated this item will be discussed in executive session pursuant to W. Va. Code 6-9A-4(b)(9))

C. Pursuant to WV State Code Section 6-9A-4(b)(2)(A) to discuss personnel matters in considering new appointments for Boards and Commissions

18. ADJOURNMENT:

For accommodations please call or text 304-288-7072



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PROCLAMATION

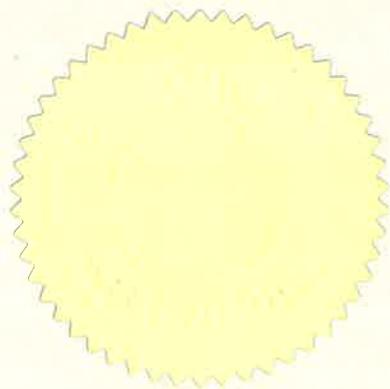
- Whereas** cancer continues to affect individuals, families, and communities across the City of Morgantown; and
- Whereas** many forms of cancer are preventable through healthy lifestyle choices, sun safety, recommended vaccinations, and participation in routine screenings that support early detection; and
- Whereas** Cancer Prevention Month provides an opportunity for residents, healthcare providers, community organizations, and local government to work together to promote education, prevention, and wellness; and
- Whereas** the Board of Parks and Recreation Commissioners (BOPARC) has demonstrated its commitment to community health by supporting Cancer Prevention Month through the donation of sunscreen to promote sun safety and cancer prevention awareness; and
- Whereas** the WVU Cancer Institute, located within the City of Morgantown and across the state, plays a critical role in protecting and improving community health through patient-centered cancer care, innovative research, education, and outreach efforts that benefit residents of Morgantown and the surrounding region; and
- Whereas** the City of Morgantown values community partnerships that strengthen public health and improve quality of life for all residents.

Now therefore, I, Danielle Trumble, Mayor of the City of Morgantown, on behalf of the City Council, do hereby proclaim that the month of February 2026 is hereby designed as

Cancer Prevention Month

in the City of Morgantown. We encourage all residents to engage in cancer prevention practices, seek recommended screenings, support public health efforts, and promote awareness of actions that reduce cancer risk and advance early detection. The City of Morgantown further recognizes and appreciates the collaboration of community partners whose support and participation help advance cancer prevention, education, and public health awareness throughout our community.

Seal:



Danielle Trumble

Danielle Trumble, Mayor
February 17, 2026



MORGANTOWN
OFFICE OF THE MAYOR

PROCLAMATION

- Whereas,*** the West Virginia Chinese Association (WVCA) represents the state's Chinese-origin community comprising students, scholars, and professionals, with a proud history spanning over 26 years; and
- Whereas,*** the WVCA has made significant contributions to our community by fostering cultural exchange, promoting engagement, and providing vital support to neighbors; and
- Whereas,*** the WVCA organizes annual events, including the Lunar New Year Gala, which brings together residents from all backgrounds to celebrate Chinese heritage, strengthen communal bonds, and promote cross-cultural understanding; and
- Whereas,*** the WVCA has provided support to Morgantown's Sister Cities Commission in exchange initiatives with Xuzhou Quanshan; and
- Whereas,*** members of the WVCA exemplify dedication, service, and civic responsibility by actively participating in local events, community outreach programs, and public service initiatives; and
- Whereas,*** the WVCA demonstrated extraordinary generosity and compassion by donating face masks to the public, making monetary donations (10K) to WVU Foundation to help mitigate the disease impact, and providing free meals to frontline healthcare workers through the Food of Love Program during the COVID-19 pandemic; and
- Whereas,*** through these ongoing efforts, the WVCA serves as a cultural ambassador, strengthening the fabric of our community and showcasing how shared traditions, volunteerism, and civic engagement bring people together for the greater good.
- NOW, THEREFORE, BE IT RESOLVED,*** that I, Danielle Trumble, Mayor of the City of Morgantown, West Virginia, and on behalf of the Morgantown City Council, do hereby commend the

West Virginia Chinese Association

for its invaluable contributions to our city's cultural enrichment, community well-being, and enduring spirit of volunteerism.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City to be affixed this 14th day of February 2026.

Seal:



Danielle Trumble

Danielle Trumble, Mayor



City Council Agenda Item Summary

Council Meeting Date: 2/17/2026

Item: Ordinance Authorizing Acquisition of Real Property by eminent domain for Lower Greenmont Park/Open Space in CDBG Plan

Department: City Manager

Requested By: City Attorney

Strategic Goal: Connected and Well-Maintained – Responsible Asset Management

Recommended Motion: Move to approve the ordinance.

Item Summary: The City’s CDBG Annual Action Plans are currently focused on improvements to Lower Greenmont, including creation of a park/open space area between Pennsylvania Avenue and Decker’s Creek. The City and Land Reuse and Preservation Agency have acquired much of the property needed for this plan, but two additional parcels are planned for acquisition with current CDBG funds. Due to CDBG timing constraints – and potentially due to limits on the amount of funds that can be spent to acquire the properties – this ordinance would authorize the city manager to institute proceedings to acquire these parcels by eminent domain if necessary. The City has had appraisals of these properties performed and sent offers to purchase the property to the owners at the appraised value. In the event the City is not able to reach terms with the property owners consistent with CDBG requirements, this ordinance would authorize acquiring the property through eminent domain proceedings, which involves a process to ensure the property owner receives fair market value for the property.

Fiscal Impact: This item involves expenditure of CDBG grant funds allocated for the purpose in the ordinance. Timely spending the funds ensures that future years’ CDBG funds are released to the City and available for program purposes. The project, when completed, will require ongoing maintenance with City staff. The property is mostly in the floodplain, and current plans envision mostly passive recreation on-site, indicating that fiscal impact is likely limited to grant fund expenditures and maintenance rather than capital improvement needs.

AN ORDINANCE OF THE CITY OF MORGANTOWN
AUTHORIZING ACQUISITION OF REAL ESTATE
NECESSARY TO COMPLETE CDBG ACTION PLAN
THROUGH EMINENT DOMAIN PROCEEDINGS

The City of Morgantown hereby ordains as follows:

Section 1. Findings and Purpose. The City of Morgantown receives Community Development Block Grant (CDBG) funds under Title I of the Housing and Community Development Act of 1974 (P.L. 93-383), as amended, (the Act) which funds are allocated for the purpose of elimination of slums or urban blight, or activities which will benefit low- and moderate-income persons, or other urgent community development needs. Consistent with the Act, the City has adopted Five-Year Consolidated Plans and Annual Action Plans to expend CDBG funds for designated purposes permitted under the Act. The Annual Action Plans for Fiscal Years 2019, 2020, 2023, and 2025 include activities designated “Lower Greenmont Neighborhood Park Improvements.” These activities include the acquisition, demolition, clearance, and preparation of property necessary to establish the park or open space identified in the Annual Action Plans. Pursuant to the Act, and the City’s adopted plans, the City is required to expend CDBG funds within certain timelines to accomplish the Annual Action Plan activities. The City is undertaking efforts to purchase the designated property for the “Lower Greenmont Neighborhood Park Improvements” multi-year funded activities by negotiation with the identified property owners, and consistent with the requirements of the Act. In the event that the City and the identified property owners are unable to agree on a transfer of the designated property or unable to accomplish such transfer, the City intends to accomplish this program activity by acquiring the designated property for a fair and adequate compensation as permitted by Chapter 54 of the West Virginia Code. This ordinance is adopted to delegate to the City Manager the authority to institute proceedings to acquire the property in accordance with Chapter 54 of the West Virginia Code in the event that such proceedings are required in order to complete the activity consistent with the timelines established by the Act, its implementing rules and regulations, and the applicable Annual Action Plan.

Section 2. Authorization to institute eminent domain proceedings to acquire property.

In accordance with, and for the purposes stated in, Section 1 of this Ordinance, the City Manager is authorized to institute eminent domain proceedings, as authorized by Chapter 54 of the West Virginia Code and applicable state and/or federal laws and regulations, to acquire the following real property:

1. Parcel ID: 31-10-0030-0048-0000, also described as Block 12 ½, Lot 4 of Homeside Addition, and addressed as 657 Pennsylvania Avenue, Morgantown, West Virginia
2. Parcel ID: 31-10-0029-0130-0000, also described as Block 12 ½, Lot 10 of Homeside Addition, and addressed as 629 Pennsylvania Avenue, Morgantown, West Virginia

Section 3. Repeal, Savings, Severability.

Any section of this Code repealed or modified by a subsequent ordinance will continue in force until the effective date of the repealing ordinance.

The repeal or modification of any part of this Code does not affect any existing right acquired, or liability or obligation incurred, under the code sections amended or repealed unless the modifying ordinance expressly so provides. Any repealed or modified part of this Code will remain in force for the purpose of sustaining any proper legal proceedings and prosecutions related to the enforcement of such right or liability brought prior to the repeal or modification.

The repeal of any repealing ordinance, clause, or provision does not revive any former ordinance, clause, or provision unless expressly provided by ordinance.

If any provision of this Ordinance, or the application of this Ordinance to any person or circumstance, is held invalid by a court of competent jurisdiction or other entity or agency having jurisdiction to make such determination, the remainder of this Ordinance and the application to other persons or circumstances remain in effect.

Section 4. Effective date; application. This ordinance shall be effective upon adoption. This Ordinance does not affect rights, duties, or liabilities that matured, penalties that were incurred, and proceedings that were begun, before its effective date. The law remains in force for the purpose of sustaining any proper action or prosecution for the enforcement of the right, penalty, forfeiture or liability.

Section 5. Recording of ordinance. The City Clerk is directed to obtain all signatures required by the form of Ordinance adopted and maintain an executed original ordinance with the official records of the City of Morgantown, to be maintained, preserved, and accessed in accordance with the laws of the State of West Virginia and the City of Morgantown, and to take the following additional actions: None.

FIRST READING: _____

Mayor

SECOND READING: _____

City Clerk

ADOPTED: _____

FILED: _____



City Council Agenda Item Summary

Council Meeting Date: February 17, 2026

Item: **Approval of An Ordinance of the City of Morgantown Authorizing Acquisition of the Town of Star City Water and Sewer Utilities and Amending Articles 925 and 927 of the City Code to Establish Rates for Service Area of the Former Town of Star City Water and Sewer Utilities**

Department: **Morgantown Utility Board**

Requested By: **Morgantown Utility Board**

Strategic Goal: **Connected and Well-Maintained – Responsible Asset Management**
Excellent and Responsible – Fiscal Sustainability; Efficient and Resilient Services

Recommended Motion: Move to approve the Ordinance Authorizing Acquisition of the Town of Star City Water and Sewer Utilities and Amending Articles 925 and 927 of the City Code to Establish Rates for Service Area of the Former Town of Star City Water and Sewer Utilities.

Item Summary:

Under City Code Article 169, the Morgantown Utility Board (“Board”) operates Morgantown’s combined utility system. The Board proposes acquiring the water and sewer utilities currently operated by the Town of Star City.

The Board and the Town of Star City entered an Asset Purchase Agreement on August 14, 2025, and filed a Joint Petition with the West Virginia Public Service Commission (“PSC”) on August 26, 2025, requesting PSC approve the acquisition. On December 17, 2025, a PSC administrative law judge issued a Recommended Decision recommending the PSC approve the acquisition without approving the specific terms of the Asset Purchase Agreement, and the Recommended Decision became final on January 7, 2026. Section 7 of the Agreement provides that closing of the acquisition shall occur within 30 days of the PSC approval order and “any other required waivers, approvals or consents to the consolidation of the System.”

As a result of legislation enacted in 2015, and amended in 2017 and 2020, the City Council (rather than the Public Service Commission) is the governing body with authority over the approval of water and sewer rates, fees, and charges, and construction projects,



City Council Agenda Item Summary

for Morgantown’s combined utility system. See, *West Virginia Code* §8-20-10 and §24-1-1(j). In order to acquire the Town of Star City water and sewer utilities, City Council would need to set rates for the customers by amending City Code Articles 925 (sewer rates) and 927 (water rates).

West Virginia Code §8-20-10(a)(2) provides that a municipality operating a combined system has the plenary power and authority to charge users for the use and service of the combined system and to establish required deposits, rates, fees, or charges for such service. Deposits, rates, fees or charges, whether separate or combined, shall be sufficient at all times to pay the cost of repair, maintenance and operation of the combined system, provide an adequate reserve fund, an adequate depreciation fund and pay the principal and interest upon all revenue bonds and shall be established, revised and maintained by ordinance. The Board proposes that City Council adopt the same rates currently paid by customers of the Town of Star City.

The rate schedules used for Morgantown’s existing system and for current Star City customers are different – they provide different rates at different usage thresholds – and the PSC shows various utilities’ costs in a table with standard usage amounts. For the Town of Star City, these are the current monthly water and sewer utility rates:

Town of Star City SEWER RATES – Residential

- Minimum Bill**
\$20.66
- 3400 Gallons**
\$23.22
- 4000 Gallons**
\$28.75
- 4500 Gallons**
\$33.35

Town of Star City WATER RATES – Residential

- Minimum Bill**
\$19.32
- 3400 Gallons**
\$32.84
- 4000 Gallons**
\$38.64
- 4500 Gallons**
\$43.47



City Council Agenda Item Summary

For comparison, these are the current Morgantown monthly water and sewer utility rates:

SEWER RATES – Residential

- Minimum Bill**
\$10.69
- 3400 Gallons**
\$36.35
- 4000 Gallons**
\$42.76
- 4500 Gallons**
\$48.11

WATER RATES – Residential

- Minimum Bill**
\$6.36
- 3400 Gallons**
\$21.62
- 4000 Gallons**
\$25.44
- 4500 Gallons**
\$28.62

The board has completed an evaluation of Star City’s current rates and the rate structure for Morgantown. Due to the number of “minimum bill” customers, retaining the Star City Rate Structure provides for more revenue to the Board than converting to the Morgantown rate structure.

Erik Carlson, Chairman of the Board for Morgantown Utility Board, presented this at the Council meeting to discuss the proposal.

Fiscal Impact: To be determined. The Board and the Town of Star City describe their appraisal of the fiscal impacts involved in the Joint Petition and the Asset Purchase Agreement.

**AN ORDINANCE OF THE CITY OF MORGANTOWN
AUTHORIZING ACQUISITION OF THE TOWN OF STAR CITY WATER AND SEWER
UTILITIES AND AMENDING ARTICLES 925 AND 927 OF THE CITY CODE TO
ESTABLISH RATES FOR SERVICE AREA OF THE FORMER TOWN OF STAR CITY
WATER AND SEWER UTILITIES**

The City of Morgantown hereby ordains as follows:

Section 1. Findings and Purpose.

The Morgantown Utility Board (“Board”) a board established by City Council of the City of Morgantown, operates a combined water and sewer utility in the City of Morgantown, West Virginia and environs under the provisions of *West Virginia Code* §8-20-1 *et seq.* Because the combined utility system is a municipal-owned system of the City and serves more than 4,500 water and sewer customers on a combined basis with annual gross revenues of more than \$3,000,000.00, changes in the rates, fees and charges and approval for construction projects are not subject to the jurisdiction of the Public Service Commission of West Virginia (“PSC”). Instead, as a result of legislation enacted in 2015, and amended in 2017 and 2020, the City Council is the governing body with authority over the approval of such rates, fees, and charges, and construction projects. *West Virginia Code* §8-20-10 and §24-1-1(j).

West Virginia Code §8-20-10(a)(2) provides that a municipality operating a combined system has the plenary power and authority to charge users for the use and service of the combined system and to establish required deposits, rates, fees, or charges for such service. Deposits, rates, fees or charges, whether separate or combined, shall be sufficient at all times to pay the cost of repair, maintenance and operation of the combined system, provide an adequate reserve fund, an adequate depreciation fund and pay the principal and interest upon all revenue bonds and shall be established, revised and maintained by ordinance. The rates, fees or charges shall be changed, from time to time, as necessary, consistent with the provisions of this article.

This ordinance, upon adoption, provides the authorization of City Council to acquisition of the Town of Star City water and sewer utilities and their assets and establishes the rates and fees to be charged for customers in these service territories, in accordance with W. Va. Code § 8-20-10 and the above-referenced 2015 and 2017 state legislation.

City Council finds and concludes that the proposed rates to be established by this Ordinance are the reasonable charges to users for the service provided based on its determination, and the representation by the Board, that the proposed rates are the same as those approved by the Public Service Commission of West Virginia on May 25, 2022, and proposed by the Town of Star City in its Ordinance enacted in 2022.

Section 2. Authorization of Acquisition.

By adoption of this Ordinance, City Council authorizes acquisition of the Town of Star City Water and Sewer Utilities, subject to the provisions of the Codified Ordinances of the City of Morgantown and the rules and regulations of City Council; authorizes on behalf of the City of Morgantown the acquisition of all real estate and/or assets of the Town of Star City Water and Sewer Utilities for use in connection with the combined utility system and subject to all ordinances, rules, and regulations associated therewith; and authorizes establishment of Water Rates and Sewer Rates for the customers of the service territory as described in this Ordinance.

Section 3. Adoption of Amendments to Articles 925 and 927 of the City Code.

Article 925 of the City Code, entitled “Sewer Rates,” and Article 927 of the City Code, entitled “Water Rates” are hereby amended as follows (new matter underlined; deleted matter ~~stricken~~):

ARTICLE 925. - SEWER RATES

Sec. 925.01. - Rates established.

There is hereby established a ~~revised~~ schedule of just and equitable rates or charges for the use of and services rendered by the municipal sewage system of the City, which shall be paid by the owner of each lot, parcel of real estate or building connected with, served by or using such sewage system, as set forth in this article.

Sec. 925.02. - Basis.

The rates and charges established by this article shall be based insofar as possible upon the quantity of water supplied each month, bi-monthly period, or quarter to the respective premises as the same is measured by the water meters of the municipal waterworks of the City therein used. There shall be charged to the owners of each lot, parcel of real estate or building for the services of the municipal sewage system the rates set forth in this article based upon such water meter readings.

Sec. 925.03. - Rate schedules.

The following schedules of rates, fees, charges, delayed payment penalty charges, service connection charges, reconnection charges and opening or transferring account charges are hereby fixed and determined as the rates, fees, charges, delayed payment penalty charges, service connection charges, reconnection charges and opening or transferring account charges to be charged to consumers of the sewer works system serving the City throughout the entire territory served.

SCHEDULE NO. 1

(a) *Applicability.* Applicable to the entire territory served as of the effective date of this ordinance, except the following territory:

- (1) territory served by the Cheat Lake Wastewater Treatment Plant;
- (2) territory formerly served by the Canyon Public Service District;
- (3) territory formerly served by the Scott’s Run Public Service District; and

(4) territory served by the Town of Star City Sewer Utility as of the effective date of this Ordinance.

~~that served by the Cheat Lake Wastewater Treatment Plant, the former Canyon Public Service District and the former Scott's Run Public Service District.~~

(b) *Availability of service.* Available for sanitary sewer service.

(c) *Rates and minimum charges.*

(1) *Rates.* Based upon the metered amount of water supplied:

Gallons Used	Rate
First 60,000 per month or 120,000 bi-monthly	\$10.69 per 1,000 gallons
All over 60,000 per month or 120,000 bi-monthly	\$ 9.18 per 1,000 gallons

(2) *Minimum charge.* No bill will be rendered for less than the following amounts:

Per month	\$10.69
Bi-monthly	\$21.38

(1) ~~*Rates (effective for bills rendered on or after August 25, 2021).*~~ Based upon the metered amount of water supplied:

Gallons Used	Rate
First 60,000 per month or 120,000 bi-monthly	\$ 9.79 per 1,000 gallons
All over 60,000 per month or 120,000 bi-monthly	\$ 8.40 per 1,000 gallons

(2) ~~*Minimum charge (effective for bills rendered on or after August 25, 2021).*~~ No bill will be rendered for less than the following amounts:

Per month	\$ 9.79
Bi-monthly	\$19.58

(3) ~~*Rates (effective for bills rendered on or after July 1, 2023).*~~ Based upon the metered amount of water supplied:

Gallons Used	Rate
First 60,000 per month or 120,000 bi-monthly	\$10.08 per 1,000 gallons
All over 60,000 per month or 120,000 bi-monthly	\$ 8.65 per 1,000 gallons

(4) ~~*Minimum charge (effective for bills rendered on or after July 1, 2023).*~~ No bill will be rendered for less than the following amounts:

Per month	\$10.08
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Bi-monthly	\$20.16
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(5) ~~Rates (effective for bills rendered on or after July 1, 2024). Based upon the metered amount of water supplied:~~

Gallons Used	Rate
First 60,000 per month or 120,000 bi-monthly	\$10.38 per 1,000 gallons
All over 60,000 per month or 120,000 bi-monthly	\$ 8.91 per 1,000 gallons

(6) ~~Minimum charge (effective for bills rendered on or after July 1, 2024). No bill will be rendered for less than the following amounts:~~

Per month	\$10.38
Bi-monthly	\$20.76

(7) ~~Rates (effective for bills rendered on or after July 1, 2025). Based upon the metered amount of water supplied:~~

Gallons Used	Rate
First 60,000 per month or 120,000 bi-monthly	\$10.69 per 1,000 gallons
All over 60,000 per month or 120,000 bi-monthly	\$ 9.18 per 1,000 gallons

(8) ~~Minimum charge (effective for bills rendered on or after July 1, 2025). No bill will be rendered for less than the following amounts:~~

Per month	\$10.69
Bi-monthly	\$21.38

(d) *Tap fee.* A tap fee of \$700.00 will be charged to all customers making a new connection to the sewer system.

(e) *Delayed payment penalty.* The above tariff is net. On all current usage billings not paid in full when due, ten percent will be added to the net current amount unpaid. This delayed payment penalty is not interest and is only to be collected once for each month where it is appropriate.

(f) *Disconnection and Reconnection charge.* A fee of \$15.00 during Utility Board regular working hours and an additional fee of \$25.00 after hours shall be charged whenever the service is disconnected for violation of rules, nonpayment of bills or fraudulent use of water. No such

charge shall be assessed if the customer has paid a water reconnection charge for the same reconnection.

(g) *Leak adjustment.* \$0.665 per 1,000 gallons is to be used when the bill reflects unusual consumption which can be attributed to eligible water leakage on the customer's side of the meter. This rate shall be applied to all such unusual consumption above the customer's historical average usage.

(h) *Sunshine Estates debt service surcharge.* Applicable only to customers in the Sunshine Estates area: \$32.00 per month per customer or \$64.00 bi-monthly per customer. This surcharge will be evaluated annually by the Board and, in the event that a change in the number of customers results in a five percent change in revenue ~~the rate~~, the Board will propose a rate adjustment to City Council, which will be considered by City Council consistent with applicable law and any rules of Council. ~~will be adjusted.~~

(i) *Sunshine Estates DCPSD transportation surcharge.* Applicable only to customers in the Sunshine Estates area: \$0.74 per 1,000 gallons
~~The surcharges described immediately above shall become effective upon completion of the Sunshine Estates Sewer Project and activation of public sewer service.~~

(j) *Returned check charge.* A service charge of \$20.00 will be imposed upon any customer whose check for payment of charges is returned by the bank due to insufficient funds.

SCHEDULE NO. 2

(a) *Applicability.* Applicable to territory served by Cheat Lake Wastewater Treatment Plant, as shown on 925.03.02, for bills rendered on or after November 29, 2024.

(b) *Availability of service.* Available for sanitary sewer service.

(c) *Rates.*

(1) Based on the metered amount of water supplied:

Gallons Used	Rate Per 1,000 Gallons
First 2,000 per month or 4,000 bi-monthly	\$21.70
Next 8,000 per month or 16,000 bi-monthly	\$19.84
Next 20,000 per month or 40,000 bi-monthly	\$18.60
Next 30,000 per month or 60,000 bi-monthly	\$17.36
Next 940,000 per month or 1,880,000 bi-monthly	\$14.88
Next 1,000,000 per month or 2,000,000 bi-monthly	\$13.64

(2) *Minimum charge.*

Per month	\$43.40
Bi-monthly	\$86.80

(d) *Tap fee.* A fee of \$700.00 will be charged for new customers connecting to the sewerage system.

(e) *Delayed payment penalty.* The rates set forth in this section are net. On all current usage billings not paid in full when due, ten percent will be added to the net current amount unpaid. This delayed payment penalty is not interest and is only to be collected once for each month where it is appropriate.

(f) *Disconnection and Reconnection charge.* A fee of \$15.00 during Utility Board regular working hours and an additional fee of \$25.00 after hours shall be charged whenever the service is disconnected for violation of rules, nonpayment of bills, or fraudulent use of water. No such charge shall be assessed if the customer has paid a water reconnection charge for the same reconnection.

(g) *Leak adjustment.* \$1.404 per 1,000 gallons is to be used when the bill reflects unusual consumption which can be attributed to eligible water leakage on the customer's side of the meter. This rate shall be applied to all such unusual consumption above the customer's historical average usage.

(h) *Returned check charge.* A service charge of \$20.00 will be imposed upon any customer whose check for payment of charges is returned by the bank due to insufficient funds.

SCHEDULE NO. 3

(a) *Applicability.* Applicable to territory served by Star City Wastewater Treatment Plant and delivered by other systems.

(b) *Availability of service.* Available for sanitary sewer service to other systems.

(c) *Rates.* \$3.44 per 1,000 gallons.

~~(1) — Effective for bills rendered on or after August 25, 2021, all wastewater from other systems will be treated at the approved rate of \$3.15 per 1,000 gallons.~~

~~(2) — Effective for bills rendered on or after July 1, 2023, all wastewater from other systems will be treated at the approved rate of \$3.24 per 1,000 gallons.~~

~~(3) — Effective for bills rendered on or after July 1, 2024, all wastewater from other systems will be treated at the approved rate of \$3.34 per 1,000 gallons.~~

~~(4) — Effective for bills rendered on or after July 1, 2025, all wastewater from other systems will be treated at the approved rate of \$3.44 per 1,000 gallons.~~

SCHEDULE NO. 4

(a) *Applicability.* Applicable to the former Canyon Public Service District service area. ~~Effective for bills rendered on or after August 25, 2021.~~

(b) *Availability of service.* Available for sanitary sewer service.

(c) *Rates.*

(1) *Customers with metered water supply:*

Service charge	\$ 8.50 per month or \$17.00 bi-monthly
Usage charge	\$ 8.67 per 1,000 gallons

(2) *Minimum charge.* No bill will be rendered for less than the following based on meter size:

Meter Size	Minimum Charge
5/8 inch	\$25.84 per month or \$51.68 bi-monthly
1½ inches	\$125.78 per month or \$251.56 bi-monthly
2 inches	\$201.02 per month or \$402.04 bi-monthly

(3) *Flat rate charge.* Customers with non-metered water supply \$25.84 per month or \$51.68 bi-monthly.

(d) *Tap fee.* A tap fee of \$700.00 will be charged to all customers making a new connection to the sewer system.

(e) *Delayed payment penalty.* The above tariff is net. On all current usage billings not paid in full when due, ten percent will be added to the net current amount unpaid. This delayed payment penalty is not interest and is only to be collected once for each month where it is appropriate.

(f) *Disconnection/reconnect/administration fees.* Whenever water service has been disconnected for non-payment of sewer bills in conjunction with a water service termination agreement with the Cheat View Public Service District, a disconnection fee of \$15.00 shall be charged, or in the event the delinquent sewer bill is collected by Cheat View Public Service District, an administrative fee of \$15.00 shall be charged. Whenever water service, which has been previously disconnected or otherwise withheld for non-payment of a sewer bill in conjunction with a water service termination agreement with Cheat View Public Service District, is reconnected, a reconnection fee of \$15.00 shall be charged.

(g) *Leak adjustment.* \$0.665 per 1,000 gallons is to be used when the bill reflects unusual consumption which can be attributed to eligible water leakage on the customer's side of the meter. This rate shall be applied to all such unusual consumption above the customer's historical average usage.

(h) *Returned check charge.* A service charge of \$20.00 will be imposed upon any customer whose check for payment of charges is returned by the bank due to insufficient funds.

SCHEDULE NO. 5

(a) *Applicability.* Applicable to the former Scott's Run Public Service District service area. ~~Effective for bills rendered on or after August 25, 2021.~~

(b) *Availability of service.* Available for sanitary sewer service.

(c) *Rates.*

(1) *Customers with metered water supply:*

Service charge	\$ 8.50 per month or \$17.00 bi-monthly
Usage charge \$ 8.53 per 1,000 gallons	<u>\$8.53 per 1,000 gallons</u>

(2) *Flat rate charge (customer with non-metered water supply):*
Equivalent to 4,000 gallons water usage, \$42.62 monthly; or
Equivalent to 8,000 gallons water usage, \$85.24 bi-monthly

(d) *Delayed payment penalty.* The above schedule is net. On all accounts not paid in full when due, ten percent will be added to the net current amount unpaid. This delayed payment penalty is not interest and is to be collected only once for each bill where it is appropriate.

(e) *Tap fee.* A tap fee of \$700.00 will be charged to all customers making a new connection to the sewer system.

(f) *Disconnect/reconnect/administrative fees.* Whenever water service has been disconnected for non-payment of sewer bills in conjunction with a water service termination agreement with Pleasant Valley Public Service District, a disconnection fee of \$20.00 shall be charged or in the event the delinquent sewer bill is collected by Pleasant Valley Public Service District, an administrative fee of \$20.00 shall be charged. Whenever water service, which has been previously disconnected or otherwise withheld for non-payment of a sewer bill in conjunction with a water service termination agreement with Pleasant Valley Public Service District, is reconnected, a reconnection fee of \$20.00 shall be charged.

(g) *Returned check charge.* A service charge of \$20.00 will be imposed upon any customer whose check for payment of charges is returned by the bank due to insufficient funds.

(h) *Leak adjustment.* \$0.665 per 1,000 gallons of water is to be used when a bill reflects unusual water consumption which can be attributed to eligible leakage on customer's side of meter. This rate shall be applied to all consumption above the customer's historical average usage.

SCHEDULE NO. 6.

(a) *Applicability.* Applicable in territory served by the former Town of Star City Sewer Utility and acquired by the system as defined in Article 169 pursuant to ordinance duly enacted and authorized by the City Council of the City of Morgantown.

(b) *Availability of service.* Available for sanitary sewer service.

(c) *Rates and minimum charges.*

(1) *Rates.* Based upon the metered amount of water supplied:

Gallons Used	Rate (per 1,000 gallons or portion thereof)
First 2,000 per month	\$10.33
All over 2,000 per month and up to 50,000 per month	\$ 9.21
All over 50,000 per month	\$7.97

(2) *Minimum charge.* No bill will be rendered for less than the following amounts:

Meter Size	Rate (per month)	Equivalent Gallons
5/8 inch	\$20.66	2,000 (minimum)
3/4 inch	\$29.87	3,000
1 inch	\$48.29	5,000
1 1/2 inch	\$94.34	10,000
2 inch	\$149.60	16,000
3 inch	\$278.54	30,000
4 inch	\$462.74	50,000
6 inch	\$1,046.15	123,200
8 inch	\$1,744.32	210,800

(d) *Tap fee.* A tap fee of \$700.00 will be charged to all customers making a new connection to the sewer system.

(e) *Delayed payment penalty.* The above tariff is net. On all current usage billings not paid in full when due, ten percent will be added to the net current amount unpaid. This delayed payment penalty is not interest and is only to be collected once for each month where it is appropriate.

(f) *Disconnection and Reconnection charge.* A fee of \$15.00 during Utility Board regular working hours and an additional fee of \$25.00 after hours shall be charged whenever the service is disconnected for violation of rules, nonpayment of bills or fraudulent use of water. No such

charge shall be assessed if the customer has paid a water reconnection charge for the same reconnection.

(g) Leak adjustment. \$0.665 per 1,000 gallons is to be used when the bill reflects unusual consumption which can be attributed to eligible water leakage on the customer's side of the meter. This rate shall be applied to all such unusual consumption above the customer's historical average usage.

(h) Returned check charge. A service charge of \$20.00 will be imposed upon any customer whose check for payment of charges is returned by the bank due to insufficient funds.

ARTICLE 927. - WATER RATES

Sec. 927.01. - Rate schedules.

The following schedules of rates, fees, charges, delayed payment penalty charges, service connection charges, reconnection charges and opening or transferring account charges are hereby fixed and determined as the rates, fees, charges, delayed payment penalty charges, service connection charges, reconnection charges and opening or transferring account charges to be charged to consumers of the waterworks system serving the City throughout the entire territory served.

SCHEDULE NO. 1

(a) *Applicability.* Applicable in entire territory served as of the effective date of this Section, excluding the following territory:

(i) territory served by the former River Road Public Service District and acquired by the system as defined in Article 169 pursuant to ordinance duly enacted and authorized by the City Council of the City of Morgantown;

(ii) territory served by the former Cheat View Public Service District and acquired by the system as defined in Article 169 pursuant to ordinance duly enacted and authorized by the City Council of the City of Morgantown.

(iii) territory served by the Town of Star City as of the effective date of this Article.

(b) *Availability of service.* Available for general, domestic, commercial and industrial service.

(c) *Rates.*

~~(1) Effective for bills rendered on or after August 25, 2021.~~

Gallons Used Per Month	Rate Per 1,000 Gallons
First 60,000	\$5.82
All over 60,000	\$3.81

(2) — *Effective for bills rendered on or after July 1, 2023:*

Gallons Used Per Month	Rate Per 1,000 Gallons
First 60,000	\$5.99
All over 60,000	\$3.92

(3) — *Effective for bills rendered on or after July 1, 2024:*

Gallons Used Per Month	Rate Per 1,000 Gallons
First 60,000	\$6.17
All over 60,000	\$4.04

(4) — *Effective for bills rendered on or after July 1, 2025:*

Gallons Used Per Month	Rate Per 1,000 Gallons
First 60,000	\$6.36
All over 60,000	\$4.16

(d) *Minimum charge.*

(1) — *Effective for bills rendered on or after August 25, 2021.* No bill will be rendered for less than the following amounts, according to the size of the meter installed, to wit:

Meter (inches)	Rate Per Month
5/8 inch or less	\$5.82
3/4 inch	\$8.73
1 inch	\$14.55
1 1/2 inch	\$29.10
2 inch	\$46.56
3 inch	\$93.12
4 inch	\$145.50
6 inch	\$291.00
8 inch	\$465.60

(2) — *Effective for bills rendered on or after July 1, 2023.* No bill will be rendered for less than the following amounts, according to the size of the meter installed, to wit:

Meter (inches)	Rate Per Month
5/8 inch or less	\$5.99

3/4 inch	\$8.99
1 inch	\$14.98
1 1/2 inch	\$29.95
2 inch	\$47.92
3 inch	\$95.84
4 inch	\$149.75
6 inch	\$299.50
8 inch	\$479.20

(3) ~~Effective for bills rendered on or after July 1, 2024.~~ No bill will be rendered for less than the following amounts, according to the size of the meter installed, to wit:

Meter (inches)	Rate Per Month
5/8 inch or less	\$6.17
3/4 inch	\$9.26
1 inch	\$15.43
1 1/2 inch	\$30.85
2 inch	\$49.36
3 inch	\$98.72
4 inch	\$154.25
6 inch	\$308.50
8 inch	\$493.60

(4) ~~Effective for bills rendered on or after July 1, 2025.~~ No bill will be rendered for less than the following amounts, according to the size of the meter installed, to wit:

Meter (inches)	Rate Per Month
5/8 inch or less	\$6.36
3/4 inch	\$9.54
1 inch	\$15.90
1 1/2 inch	\$31.80
2 inch	\$50.88
3 inch	\$101.76
4 inch	\$159.00
6 inch	\$318.00
8 inch	\$508.80

(e) *Delayed Payment Penalty.* The rates set forth in this section are net. On all current usage billings not paid in full when due, ten percent will be added to the net current amount unpaid. This delayed payment penalty is not interest and is only to be collected once for each month where it is appropriate.

(f) *Tap fee.* The following charges are to be made whenever the utility installs a new tap to serve an applicant:

Meter (inches)	Tap Fee
5/8 inch or less	\$700.00
3/4 inch	\$700.00
1 inch	\$1,000.00
1 1/2 inch	\$1,500.00
2 inch	\$2,000.00
> 2 inch	Actual cost

(g) *Reconnection charge.* A fee of \$15.00 during Utility Board regular working hours and an additional fee of \$25.00 after hours shall be charged whenever the supply of water is turned off for violation of rules, nonpayment of bills, or fraudulent use of water.

(h) *Leak adjustment.* \$0.814 per 1,000 gallons is to be used when the bill reflects unusual consumption which can be attributed to eligible water leakage on the customer's side of the meter. This rate shall be applied to all such unusual consumption above the customer's historical average usage.

(i) *Returned check charge.* A service charge of \$20.00 will be imposed upon any customer whose check for payment of charges is returned by the bank due to insufficient funds.

(j) *Quarry Run debt service surcharge.* Applicable only to customers in the Quarry Run area: \$40.00 per month, per customer. This surcharge will be evaluated annually and, in the event that a change in the number of customers results in a five percent (5%) change in revenue the Board will propose a rate adjustment to City Council, which will be considered by City Council consistent with applicable law and any rules of Council. ~~will be adjusted.~~

(k) *Rockley Road debt service surcharge.* Applicable only to customers in the Rockley Road area: \$77.69 per month, per customer. This surcharge will be evaluated annually and, in the event that a change in the number of customers results in a five percent change in revenue the Board will propose a rate adjustment to City Council, which will be considered by City Council consistent with applicable law and any rules of Council. ~~will be adjusted.~~

SCHEDULE NO. 2

(a) *Applicability. Applicability.* Applicable in entire territory served as of the effective date of this Section, excluding the following territory:

(i) territory served by the former River Road Public Service District and acquired by the system as defined in Article 169 pursuant to ordinance duly enacted and authorized by the City Council of the City of Morgantown;

(ii) territory served by the former Cheat View Public Service District and acquired by the system as defined in Article 169 pursuant to ordinance duly enacted and authorized by the City Council of the City of Morgantown.

(iii) territory served by the Town of Star City as of the effective date of this Article.

(b) *Availability of service.* Available for general, domestic, commercial and industrial service.

(c) *Rates.*

~~(1) — Effective for bills rendered on or after August 25, 2021:~~

Gallons Used Bi-Monthly	Rate Per 1,000 Gallons
First 120,000	\$5.82
All over 120,000	\$3.81

~~(2) — Effective for bills rendered on or after July 1, 2023:~~

Gallons Used Per Month	Rate Per 1,000 Gallons
First 120,000	\$5.99
All over 120,000	\$3.92

~~(3) — Effective for bills rendered on or after July 1, 2024:~~

Gallons Used Per Month	Rate Per 1,000 Gallons
First 120,000	\$6.17
All over 120,000	\$4.04

~~(4) — Effective for bills rendered on or after July 1, 2025:~~

Gallons Used Per Month	Rate Per 1,000 Gallons
First 120,000	\$6.36
All over 120,000	\$4.16

(d) *Minimum charge.*

~~(1) — Effective for bills rendered on or after August 25, 2021. No bill will be rendered for less than the following amounts, according to the size of the meter installed, to wit:~~

Meter (inches)	Rate Per Month
5/8 inch or less	\$11.64
3/4 inch	\$17.46
1 inch	\$29.10
1 ½ inch	\$58.20
2 inch	\$93.12
3 inch	\$186.24
4 inch	\$291.00
6 inch	\$582.00

8 inch	\$931.20
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~~(2) — Effective for bills rendered on or after July 1, 2023. No bill will be rendered for less than the following amounts, according to the size of the meter installed, to wit:~~

Meter (inches)	Rate Per Month
5/8 inch or less	\$11.98
3/4 inch	\$17.98
1 inch	\$29.96
1 ½ inch	\$59.90
2 inch	\$95.84
3 inch	\$191.68
4 inch	\$299.50
6 inch	\$599.00
8 inch	\$958.40

~~(3) — Effective for bills rendered on or after July 1, 2024. No bill will be rendered for less than the following amounts, according to the size of the meter installed, to wit:~~

Meter (inches)	Rate Per Month
5/8 inch or less	\$12.34
3/4 inch	\$18.52
1 inch	\$30.86
1 ½ inch	\$61.70
2 inch	\$98.72
3 inch	\$197.44
4 inch	\$308.50
6 inch	\$617.00
8 inch	\$987.20

~~(4) — Effective for bills rendered on or after July 1, 2025. No bill will be rendered for less than the following amounts, according to the size of the meter installed, to wit:~~

Meter (inches)	Rate Per Month
5/8 inch or less	\$12.72
3/4 inch	\$19.08
1 inch	\$31.80
1 ½ inch	\$63.60
2 inch	\$101.76
3 inch	\$203.52
4 inch	\$318.00
6 inch	\$636.00
8 inch	\$1,017.60

(e) *Delayed Payment Penalty.* The rates set forth in this section are net. On all current usage billings not paid in full when due, ten percent will be added to the net current amount unpaid. This delayed payment penalty is not interest and is only to be collected once for each month where it is appropriate.

(f) *Tap fee.* The following charges are to be made whenever the utility installs a new tap to serve an applicant:

Meter (inches)	Tap Fee
5/8 inch or less	\$700.00
3/4 inch	\$700.00
1 inch	\$1,000.00
1 1/2 inch	\$1,500.00
2 inch	\$2,000.00
> 2 inch	Actual cost

(g) *Reconnection charge.* A fee of \$15.00 during Utility Board regular working hours and an additional fee of \$25.00 after hours shall be charged whenever the supply of water is turned off for violation of rules, nonpayment of bills, or fraudulent use of water.

(h) *Leak adjustment.* \$0.814 per 1,000 gallons is to be used when the bill reflects unusual consumption which can be attributed to eligible water leakage on the customer's side of the meter. This rate shall be applied to all such unusual consumption above the customer's historical average usage.

(i) *Returned check charge.* A service charge of \$20.00 will be imposed upon any customer whose check for payment of charges is returned by the bank due to insufficient funds.

(j) *Quarry Run debt service surcharge.* Applicable only to customers in the Quarry Run area: \$40.00 per month, per customer. This surcharge will be evaluated annually and, in the event that a change in the number of customers results in a five percent (5%) change in revenue the Board will propose a rate adjustment to City Council, which will be considered by City Council consistent with applicable law and any rules of Council. ~~will be adjusted.~~

(k) *Rockley Road debt service surcharge.* Applicable only to customers in the Rockley Road area: \$77.69 per month, per customer. This surcharge will be evaluated annually and, in the event that a change in the number of customers results in a five percent change in revenue the Board will propose a rate adjustment to City Council, which will be considered by City Council consistent with applicable law and any rules of Council. ~~will be adjusted.~~

SCHEDULE NO. 3

(a) *Applicability.* Applicable in the City of Morgantown.

(b) *Availability of service.* Available for service to public fire hydrants.

(c) *Rates.*

~~(1) — Effective for bills rendered on or after August 25, 2021, the City of Morgantown shall pay as a public fire charge at the rate of \$150.29 per hydrant per annum, payable in 12 equal monthly installments.~~

~~(2) — Effective for bills rendered on or after July 1, 2023, the City of Morgantown shall pay as a public fire charge at the rate of \$154.80 per hydrant per annum, payable in 12 equal monthly installments.~~

~~(3) — Effective for bills rendered on or after July 1, 2024, the City of Morgantown shall pay as a public fire charge at the rate of \$159.44 per hydrant per annum, payable in 12 equal monthly installments.~~

~~(4) — Effective for bills rendered on or after July 1, 2025, Tthe City of Morgantown shall pay as a public fire charge at the rate of \$164.22 per hydrant per annum, payable in 12 equal monthly installments.~~

These charges cover all water system facilities existing within the corporate boundaries of Morgantown, West Virginia which are used in whole or in part for public fire service.

SCHEDULE NO. 4

(a) *Applicability.* Applicable in the municipalities served by the Board excluding the City of Morgantown.

(b) *Availability of service.* Available for service to public fire hydrants.

(c) *Rate.*

~~(1) — Effective for bills rendered on or after August 25, 2021, any municipality shall pay as a public fire charge at the rate of \$150.29 per hydrant per annum, payable in 12 equal monthly installments.~~

~~(2) — Effective for bills rendered on or after July 1, 2023, any municipality shall pay as a public fire charge at the rate of \$154.80 per hydrant per annum, payable in 12 equal monthly installments.~~

~~(3) — Effective for bills rendered on or after July 1, 2024, any municipality shall pay as a public fire charge at the rate of \$159.44 per hydrant per annum, payable in 12 equal monthly installments.~~

~~(4) — Effective for bills rendered on or after July 1, 2025, any A municipality shall pay as a public fire charge at the rate of \$164.22 per hydrant per annum, payable in 12 equal monthly installments.~~

These charges cover all water system facilities existing in any municipality which are used in whole or in part for public fire service.

SCHEDULE NO. 5

- (a) *Applicability.* Applicable in entire territory served (except within municipalities).
- (b) *Availability of service.* Available for service to private fire protection facilities.
- (c) *Rates.*

(1) — *Effective for bills rendered on or after August 25, 2021:*

Item	Per Annum
Fire hydrants, each	\$217.92
Sprinkler heads, 312 or less	\$217.92
Sprinkler heads, each additional	\$0.782
Hose connections, for fire use only:	
— 2 ½ inch openings, each	\$127.00
— 2 inch openings, each	\$66.43
— 1 ½ inch openings, each	\$36.44
— 1 ¼ inch openings, each	\$24.05
— 1 inch openings, each	\$15.03

(2) — *Effective for bills rendered on or after July 1, 2023:*

Item	Per Annum
Fire hydrants, each	\$224.46
Sprinkler heads, 312 or less	\$224.46
Sprinkler heads, each additional	\$0.805
Hose connections, for fire use only:	
— 2 ½ inch openings, each	\$130.81
— 2 inch openings, each	\$68.42
— 1 ½ inch openings, each	\$37.53
— 1 ¼ inch openings, each	\$24.77
— 1 inch openings, each	\$15.48

(3) — *Effective for bills rendered on or after July 1, 2024:*

Item	Per Annum
Fire hydrants, each	\$231.19
Sprinkler heads, 312 or less	\$231.19
Sprinkler heads, each additional	\$0.829
Hose connections, for fire use only:	
— 2 ½ inch openings, each	\$134.73

-- 2 inch openings, each	\$70.47
-- 1 ½ inch openings, each	\$38.66
-- 1 ¼ inch openings, each	\$25.51
-- 1 inch openings, each	\$15.94

(4) — ~~Effective for bills rendered on or after July 1, 2025:~~

Item	Per Annum
Fire hydrants, each	\$238.13
Sprinkler heads, 312 or less	\$238.13
Sprinkler heads, each additional	\$0.854
Hose connections, for fire use only:	
-- 2 ½ inch openings, each	\$138.77
-- 2 inch openings, each	\$72.58
-- 1 ½ inch openings, each	\$39.82
-- 1 ¼ inch openings, each	\$26.28
-- 1 inch openings, each	\$16.42

(d) *Delayed payment penalty.* The rates set forth in this section are net. On all current usage billings not paid in full when due, ten percent will be added to the net current amount unpaid. This delayed payment penalty is not interest and is only to be collected once for each month where it is appropriate.

(e) *Terms and conditions of service.* Charges for service rendered under this schedule are billed bi-monthly in arrears, and bills are payable on or before the twentieth day following the date rendered.

(f) *Returned check charge.* A service charge of \$20.00 will be imposed upon any customer whose check for payment of charges is returned by the bank due to insufficient funds.

SCHEDULE NO. 6

(a) *Applicability.* Applicable in the area previously served by River Road Public Service District. These rates shall be reviewed within 90 days following the maturity of any related long-term bonds. ~~Effective for bills rendered on or after August 25, 2021.~~

(b) *Availability of service.* Available for general, domestic, commercial and industrial service.

(c) *Rates (customers with metered water supply):*

Gallons Used Per Month	Rate Per 1,000 Gallons
First 2,000	\$14.40
Next 3,000	\$13.24
Next 5,000	\$12.60
All over 10,000	\$11.81

(d) *Minimum charge.* No bill will be rendered for less than the following amounts, according to the size of the meter installed, to wit:

Meter (inches)	Rate Per Month
5/8 inch or less	\$28.80
3/4 inch	\$43.00
1 inch	\$72.00
1 1/2 inch	\$150.00
2 inch	\$230.40
3 inch	\$460.80
4 inch	\$720.00
6 inch	\$1,400.00
8 inch	\$2,500.00

(e) *Delayed payment penalty.* . The rates set forth in this section are net. On all current usage billings not paid in full when due, ten percent will be added to the net current amount unpaid. This delayed payment penalty is not interest and is only to be collected once for each month where it is appropriate.

(f) *Tap fee.* The following charges are to be made whenever the utility installs a new tap to serve an applicant:

Meter (inches)	Tap Fee
5/8 inch or less	\$700.00
3/4 inch	\$700.00
1 inch	\$1,000.00
1 1/2 inch	\$1,500.00
2 inch	\$2,000.00
> 2 inch	Actual cost

(g) *Reconnection charge.* A fee of \$15.00 during Utility Board regular working hours and an additional fee of \$25.00 after hours shall be charged whenever the supply of water is turned off for violation of rules, nonpayment of bills, or fraudulent use of water.

(h) *Leak adjustment.* \$0.814 per 1,000 gallons is to be used when the bill reflects unusual consumption which can be attributed to eligible water leakage on the customer's side of the meter. This rate shall be applied to all such unusual consumption above the customer's historical average usage.

(i) *Returned check charge.* A service charge of \$20.00 will be imposed upon any customer whose check for payment of charges is returned by the bank due to insufficient funds.

SCHEDULE NO. 7

(a) *Applicability. Applicability.* Applicable in territory served by the former Cheat View Public Service District and acquired by the system as defined in Article 169 pursuant to ordinance duly enacted and authorized by the City Council of the City of Morgantown.

(b) *Availability of service.* Available for general, domestic, commercial and industrial service.

(c) *Rates.*

(1) — *Effective for bills rendered on or after the effective date of this Ordinance:*

Gallons Used Monthly	Rate Per 1,000 Gallons
First 5,000	\$7.35
Next 5,000	\$7.35
Next 10,000	\$6.93
All Over 20,000	\$6.80

(2) — *Effective for bills rendered on or after July 1, 2025:*

Gallons Used Monthly	Rate Per 1,000 Gallons
First 5,000	\$7.50
Next 5,000	\$7.50
Next 10,000	\$7.08
All Over 20,000	\$6.95

(d) *Minimum charge.*

(1) — *Effective for bills rendered on or after the effective date of this Ordinance.*

No bill will be rendered for less than the following amounts, according to the size of the meter installed, to wit:

Meter (inches)	Rate Per Month
5/8 inch or less	\$12.78
1 inch	\$31.95
1 ½ inch	\$63.90
2 inch	\$98.32
4 inch	\$319.50

The above minimum charge is subject to an additional \$3.09 per thousand gallons.

(e) *Delayed Payment Penalty.* The rates set forth in this section are net. On all current usage billings not paid in full when due, ten percent will be added to the net current amount unpaid. This delayed payment penalty is not interest and is only to be collected once for each month where it is appropriate.

(f) *Tap fee.* The following charges are to be made whenever the utility installs a new tap to serve an applicant:

Meter (inches)	Tap Fee
5/8 inch or less	\$350.00
3/4 inch	\$350.00
1 inch	\$350.00
1 ½ inch	\$350.00
2 inch	\$350.00
> 2 inch	\$350.00

(g) *Reconnection charge.* A fee of \$20.00 shall be charged whenever the supply of water is turned off for violation of rules, nonpayment of bills, or fraudulent use of water.

(h) *Leak adjustment.* \$0.814 per 1,000 gallons is to be used when the bill reflects unusual consumption which can be attributed to eligible water leakage on the customer's side of the meter. This rate shall be applied to all such unusual consumption above the customer's historical average usage.

(i) *Returned check charge.* A service charge of \$20.00 will be imposed upon any customer whose check for payment of charges is returned by the bank due to insufficient funds.

(j) *Private Fire Protection Service.* Where connections, hydrants, sprinklers, etc. on private property are maintained by the customer:

1-inch service line with hydrants, sprinklers, and/or hose connections	\$5.20 per month
3-inch service line with hydrants, sprinklers, and/or hose connections	\$13.00 per month
4-inch service line with hydrants, sprinklers, and/or hose connections	\$20.80 per month
6-inch service line with hydrants, sprinklers, and/or hose connections	\$53.28 per month
8-inch service line with hydrants, sprinklers, and/or hose connections	\$84.48 per month
10-inch service line with hydrants, sprinklers, and/or hose connections	\$155.95 per month
12-inch service line with hydrants, sprinklers, and/or hose connections	\$215.47 per month

(k) *Security Deposit.* Not to exceed two-twelfths (2/12) of the average annual of the applicant's specific class, or fifty dollars (\$50.00), whichever is greater.

SCHEDULE NO. 8

(a) *Applicability.* Applicable in territory served by the former Town of Star City Water Utility and acquired by the system as defined in Article 169 pursuant to ordinance duly enacted and authorized by the City Council of the City of Morgantown.

(b) *Availability of service.* Available for general, domestic, commercial and industrial service.

(c) *Rates.*

Gallons Used Monthly	Rate (Per 1,000 Gallons or portion thereof)
First 50,000	\$9.66
All over 50,000	\$6.61

(d) *Minimum charge.*

No bill will be rendered for less than the following amounts, according to the size of the meter installed, to wit:

Meter (inches)	Rate Per Month
5/8 inch or less	\$19.32
3/4 inch	\$28.98
1 inch	\$48.30
1 ½ inch	\$96.60
2 inch	\$154.56
3 inch	\$289.80
4 inch	\$483.00
6 inch	\$966.85
8 inch	\$1,545.89

(e) *Delayed Payment Penalty.* The rates set forth in this section are net. On all current usage billings not paid in full when due, ten percent will be added to the net current amount unpaid. This delayed payment penalty is not interest and is only to be collected once for each month where it is appropriate.

(f) *Tap fee.* The following charges are to be made whenever the utility installs a new tap to serve an applicant:

Meter (inches)	Tap Fee
5/8 inch or less	\$700.00
3/4 inch	\$700.00
1 inch	\$1,000.00
1 ½ inch	\$1,500.00
2 inch	\$2,000.00

> 2 inch	Actual cost
----------	-------------

(g) *Reconnection charge.* A fee of \$20.00 shall be charged whenever the supply of water is turned off for violation of rules, nonpayment of bills, or fraudulent use of water.

(h) *Leak adjustment.* \$0.814 per 1,000 gallons is to be used when the bill reflects unusual consumption which can be attributed to eligible water leakage on the customer's side of the meter. This rate shall be applied to all such unusual consumption above the customer's historical average usage.

(i) *Returned check charge.* A service charge of \$20.00 will be imposed upon any customer whose check for payment of charges is returned by the bank due to insufficient funds.

(j) *Private Fire Protection Service.* The minimum monthly charge for connection to the distribution system for private fire protection service shall be as follows:

Size of Connection	Rate per month
¾-inch or less	\$9.32
1-inch	\$15.49
1 1/4-inch	\$23.23
1 1/2-inch	\$31.06
2-inch	\$49.52
3-inch	\$92.86
4-inch	\$154.79
6-inch	\$309.55
8-inch	\$495.29

(k) *Security Deposit.* Not to exceed two-twelfths (2/12) of the average annual of the applicant's specific class, or fifty dollars (\$50.00), whichever is greater, or the maximum amount permitted by state law, if applicable.

Section 4. Repeal, Savings, Severability.

Any section of this Code repealed or modified by a subsequent ordinance will continue in force until the effective date of the repealing ordinance.

The repeal or modification of any part of this Code does not affect any existing right acquired, or liability or obligation incurred, under the code sections amended or repealed unless the modifying ordinance expressly so provides. Any repealed or modified part of this Code will remain in force for the purpose of sustaining any proper legal proceedings and prosecutions related to the enforcement of such right or liability brought prior to the repeal or modification.

The repeal of any repealing ordinance, clause, or provision does not revive any former ordinance, clause, or provision unless expressly provided by ordinance.

If any provision of this Ordinance, or the application of this Ordinance to any person or circumstance, is held invalid by a court of competent jurisdiction or other entity or agency having jurisdiction to make such determination, the remainder of this Ordinance and the application to other persons or circumstances remain in effect.

Section 5. Effective date; application. This ordinance shall be effective 45 days after adoption, which date is April 3, 2026. This Ordinance does not affect rights, duties, or liabilities that matured, penalties that were incurred, and proceedings that were begun, before its effective date. The law remains in force for the purpose of sustaining any proper action or prosecution for the enforcement of the right, penalty, forfeiture or liability.

Section 6. Notice of Public Hearing; billing notice to customers.

The City Clerk shall cause to be published a notice of proposed adoption of this Ordinance as a Class I-0 legal advertisement in a qualified newspaper of general circulation in the City of Morgantown, and said notice shall state that this Ordinance has been introduced, the title of the proposed ordinance, the places where a copy of this ordinance may be inspected by the public, and that any person interested may appear before the Morgantown City Council at a public hearing on Tuesday, February 17, 2026, at 7:00 p.m. or as soon thereafter as the hearing may be held, which date is not less than five (5) days after the date of the publication of the notice, and present any comment or protest thereto, following which hearing, Council shall take such action as it shall deem proper. Copies of this Ordinance shall be available to the public for inspection at the office of the City Clerk, City of Morgantown, Morgantown, West Virginia and the Morgantown Utility Board. The Morgantown Utility Board shall provide notice of the intent to establish the rates specified in this Ordinance with the monthly billing statement for the month prior to the month in which the rate will be effective.

FIRST READING: _____

Mayor

SECOND READING: _____

ADOPTED: _____

City Clerk

FILED: _____

**PUBLIC SERVICE COMMISSION
OF WEST VIRGINIA
CHARLESTON**

CASE NO. 25- 25-0768-WS-PC

**MORGANTOWN UTILITY BOARD AND
THE TOWN OF STAR CITY**

Monongalia County, West Virginia

Petition for consent and approval for the Morgantown
Utility Board to acquire the waterworks and sanitary sewer
systems of the Town of Star City, West Virginia.

JOINT PETITION

Come now Petitioners, the Morgantown Utility Board (“MUB”) and The Town of Star City (“Star City”), by and through their undersigned counsel, and pursuant to W. Va. Code § 24-2-12, and hereby petition the Public Service Commission of West Virginia (the “Commission”) for all necessary consents and approvals to consolidate Star City’s waterworks and sanitary sewer systems located in Monongalia County, West Virginia, with the waterworks and sanitary sewer systems of MUB. In support of this Petition, the parties aver as follows:

BACKGROUND

1. The names and addresses of MUB and Star City are:

Morgantown Utility Board
278 Greenbag Road
P.O. Box 852
Morgantown, West Virginia 26507-0852

The Town of Star City
Mayor Sharon Doyle
370 Broadway Avenue
Star City West Virginia 26505

2. MUB owns, operates and maintains a waterworks treatment and distribution system as well as a sanitary sewer conveyance and treatment system that serves nearly 30,000 customers throughout Monongalia County, West Virginia (the “MUB Systems”).

3. Star City owns a waterworks distribution system and a sanitary sewer conveyance system that serve approximately 945 customers in Monongalia County, West Virginia (the “Star City Systems”). The Star City Systems are contiguous with the MUB Systems.

4. MUB supplies treated water and sanitary sewer treatment services to Star City for resale to Star City water and sewer customers.

5. On March 11, 2025, Star City requested that MUB acquire the Star City Systems.

6. MUB is willing to consolidate the Star City Systems with MUB’s Systems on the terms, conditions and limitations set forth in the form of an Asset Purchase Agreement (the “APA”) attached hereto as Exhibit A. MUB’s Board of Directors approved the acquisition and APA at its Regular Meeting held on August 12, 2025. Star City Council approved the conveyance and APA at a duly noticed public meeting on August 5, 2025.

7. Star City has no outstanding debt with respect to the Star City Systems.

PROPOSED TRANSACTION

8. Pursuant to the terms of the APA, in consideration of MUB fully and permanently assuming ownership of the Star City Systems, including, without limitation, providing all customer service functions, billing, system maintenance and upgrades, vendor payments and extensions of services, Star City shall transfer and convey to MUB the ownership of all tangible and fixed capital assets and real property associated with the Star City Systems. At the Closing (as defined in the APA), the Star City Systems shall become the property of MUB.

COMMISSION JURISDICTION

9. Consent of the Commission is required when a public utility proposes to “acquire control, direct or indirect, over the...equipment, business or other property of any other utility...” W. Va. Code § 24-2-12(b). Further, the consent of the Commission is required when a public utility proposes to “merge or consolidate its...equipment, business or other property with that of any other public utility...” W. Va. Code § 24-2-12(d).

10. The Commission has held that W. Va. Code § 24-2-12 effectively sets forth a “no adverse impact” test when applied to changes in control over a West Virginia utility. *See, e.g., Page-Kincaid Public Service District, et al., Case No. 20-0397-PWD-GI (Commission Order dated March 31, 2021).*

11. More specifically, “the Commission may grant its consent and approval for a public utility to acquire the property and plant of another public utility and a public utility to sell its property and plant to another public utility if the terms and conditions of the transaction are reasonable, neither party is given an undue advantage over the other, and public is not adversely affected.”

ADVANTAGES OF THE CONSOLIDATION (NO ADVERSE IMPACT)

12. The subject consolidation will promote increased efficiency in the operation of the water and sanitary sewer services throughout Star City, ensure appropriate continued maintenance of the water and sewer facilities, provide the wherewithal to improve current service systems and create appropriate conditions and capacity for the expected continued growth in service needs in the area.

13. Following the Closing, MUB will be in a position to make improvements and

upgrades to better operate the Star City Systems. MUB's proven and experienced management team will ensure the continued viability of the Star City Systems.

14. The Closing of the subject transaction will not adversely affect customers of the Star City Systems or the public at large, nor will the Closing of the transaction negatively impact any other West Virginia utility.

ADDITIONAL INFORMATION

15. Rule 10.7 and Form 8 of the Commission's *Rules of Practice and Procedure* require certain information and documentation in support of a petition for authority or permission of a utility merger. Said information is included within this Petition, or is attached as an Exhibit hereto, or MUB has requested a waiver of the requirement to provide the information.

16. Attached as Exhibits B and C is the information required by Rule 21 of the Commission's *Rules of Practice and Procedure* to demonstrate the financial conditions of MUB and Star City.

17. MUB is proposing to acquire all assets associated with the Star City Systems, including its books of account. Accordingly, MUB respectfully requests a waiver of the requirement to provide the historic accounting treatment of Star City's assets and the proposed journal entries for the consolidation of the Star City Systems, as such will provide no useful purpose. Moreover, Star City's Annual Reports are on file with the Commission.

SATISFACTION OF STATUTORY TEST

18. To obtain approval of the Commission for the subject consolidation, MUB must demonstrate that (i) the terms and conditions of the transaction are reasonable; (ii) neither party

has been given an undue advantage over the other; and (iii) the transaction does not adversely impact the public in West Virginia. The subject consolidation satisfies all three requirements.

19. *Reasonableness of Terms.* The subject consolidation is wholly reasonable as between the parties and as to Star City’s customers. MUB will dedicate its proven and experienced management to operate Star City’s Systems in a manner that will provide adequate and reliable service at reasonable rates.

20. *No Undue Advantage.* MUB and Star City negotiated and agreed to the terms of the consolidation completely at arm’s length, both represented by legal counsel and neither party exercised any advantage over the other during that process.

21. *No Adverse Effect on the Public.* MUB has the requisite financial, managerial and technical capabilities to own and operate the Star City Systems. The subject consolidation will improve the quality of public utility service in Star City. In addition, the subject consolidation will have no adverse impact on any other West Virginia utility.

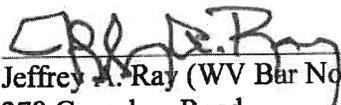
CONCLUSION

WHEREFORE, Petitioners respectfully request that the Commission:

- a. Approve the subject consolidation and MUB’s operation and ownership of the Star City Systems;
- b. Waive the requirements of Rules 10.6.e and 10.6.f of the Commission’s *Rules of Practice and Procedure*; and
- c. Grant such other further relief as the Commission deems appropriate to approve the consolidation.

Respectfully submitted,
MORGANTOWN UTILITY BOARD and
THE TOWN OF STAR CITY,

By Counsel.


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jray@mub.org
Counsel for the Morgantown Utility Board


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304-598-8107
tstranko@wvcitylaw.com
Counsel for The Town of Star City

TABLE OF EXHIBITS

Exhibit A – Asset Purchase Agreement.

Exhibit B - MUB’s Financial Statements for the Fiscal Year Ended June 30, 2025.

Exhibit C – Star City’s Financial Statements for the Fiscal Year Ended June 30, 2025.

EXHIBIT A

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (this "Agreement"), is made and entered into this 14th day of August, 2025, by and between the Morgantown Utility Board, a political subdivision of the State of West Virginia ("MUB"), and The Town of Star City, a municipal corporation and political subdivision of the State of West Virginia public service district ("Seller"). MUB and Seller are sometimes hereinafter referred to as a "Party" or collectively as the "Parties".

WHEREAS, MUB is a political subdivision of the State of West Virginia and currently provides sanitary sewer treatment and water treatment and distribution services to approximately 33,000 customers and six resale customers, including Seller, throughout Monongalia County, West Virginia; and

WHEREAS, Seller operates and maintains sanitary sewer and water distribution systems that serve approximately 1,000 customers in Monongalia County, West Virginia in an area contiguous with MUB's sanitary sewer and waterworks systems; and

WHEREAS, the assets of Seller's sanitary sewer and waterworks systems include, but are not limited to, pump houses, lift stations, water and sewer transmission and distribution lines, booster stations, mains, extensions, hydrants, laterals, valves, connections, services, meters, and all other equipment and personal property used and useful in providing sanitary sewer and water services to the customers of Seller, together with all real property, interests in land, leases, easements, rights-of-way, permits, certificates of convenience and necessity, deposit accounts, savings accounts, investments, tap fees, security deposits, accounts receivable, renewal and replacement accounts, customer contributions in aid of construction, and all other tangible and intangible assets owned or held by Seller and used or useful in providing sanitary sewer and water services to Seller's customers (collectively, the "Systems"); and

WHEREAS, Seller does not believe it is in the best interests of its customers to continue to operate the Systems; and

WHEREAS, considerable costs and expenses must be expended by Seller to continue to own, operate, maintain and make necessary upgrades to the Systems, including, but not limited to, routine renewal and replacement of the facilities that currently provide service to the customers of the Systems; and

WHEREAS, the City Council of Seller has determined that efficiencies in providing services will be achieved through the sale of the assets associated with the Systems to MUB; and

WHEREAS, the Parties have determined that it is desirable for MUB to acquire the assets associated with the Systems and assume the service obligations of Seller.

NOW, THEREFORE, WITNESSETH, that for and in consideration of the Parties' mutual obligations and interests, the covenants and agreements contained herein and other good

and valuable consideration, the receipt and sufficiency of all of which are hereby acknowledged, the Parties agree as follows.

1. **Purchase Agreement.** MUB hereby agrees to acquire from Seller and Seller hereby agrees to grant and convey to MUB, for the consideration and upon the terms and conditions contained in this Agreement, the assets of the Systems, including all extensions of the Systems made after the date hereof and prior to the Closing (hereinafter defined), together with all real property, interests in land, leases, easements, rights-of-way, permits, certificates of convenience and necessity, deposit accounts, cash, savings accounts, investments, tap fees, security deposits, accounts receivable, renewal and replacement accounts, customer contributions in aid of construction, service territories and all other tangible and intangible assets owned or held by Seller and used or useful in providing service to the customers of the Systems (the "Assets"). As of the date hereof, the Assets include cash related to Seller's waterworks system in the amount of \$475,279.63.

2. **Consideration.** As consideration for Seller's conveyance of the Assets to MUB (subject to the exceptions and reservations provided for herein), MUB agrees to permanently assume full responsibility for the operation and maintenance of the Systems, including, without limitation, providing all customer service functions, billing, system maintenance and upgrades, vendor and bank debt payments and extensions of services. Seller and MUB agree, and each hereby acknowledges and represents, that the consideration for the conveyance of the Assets, as set forth in this Agreement, was reached through arm's length negotiations and represent the fair market value of the Assets conveyed by the terms of this Agreement.

3. **Pre-Closing Operation of the Systems.** Unless otherwise agreed to by MUB and Seller in writing, until Closing (as hereinafter defined), day-to-day operation of the Systems shall be continued by Seller. Provided, however, Seller shall not make any material changes in the operation and maintenance of the Systems, including, without limitation, incurring any debt, without the prior written consent of Seller. From and after Closing, MUB shall own and operate the Assets, including the former service territory of Seller, and all customers currently served by Seller shall thereafter for all purposes be customers of MUB.

4. **Final Meter Reading.** As near to Closing as reasonably practicable, a final reading of Seller's meters will be conducted. Revenues received prior to Closing shall be accounted for as revenue of Seller and revenues received on and after Closing shall be accounted for as revenue of MUB.

5. **Non-Assumption of Liabilities and Undertaking of Seller and MUB.** MUB and Seller expressly agree that, except for the obligations, if any, under PSC rules and regulations to make refunds under mainline extension agreements between Seller and its current customers, MUB is not assuming any liabilities, obligations or debts of Seller, including, but not limited to, any liabilities, obligations or debts owed to individuals, banks, entities, vendors, consultants, attorneys, engineers, accountants, suppliers, governmental entities, repairmen and/or contractors. All other debts, obligations, encumbrances and liabilities of Seller related to the Systems will be settled prior to or at Closing, and any debts not settled at Closing will remain solely the obligations of Seller.

6. **PSC Consent and Approval.** Pursuant to the provisions of W. VA. CODE §§ 24-2-12, and no later than twenty (20) days after execution of this Agreement, MUB and Seller shall file and diligently pursue a joint petition to the PSC for consent and approval of the consolidation of the Systems with MUB’s sanitary sewer and water systems as well as for approval of the material provisions of this Agreement. The joint petition also will seek PSC approval for any and all other related matters that may require PSC approval, including, but not limited to, any rate-related issues and the dismissal or agreed disposition of any formal complaint cases pertaining to the Systems or other related proceedings then pending before the PSC.

7. **Closing.** Closing of the asset acquisition and sale contemplated by this Agreement, including delivery of all duly executed documents necessary to effect the conveyance of legal title to the Systems (“Closing”), shall take place within thirty (30) days after the occurrence of (i) the issuance by the PSC of a final, non-appealable, Order approving this Agreement and the proposed consolidation of the Systems with MUB’s sanitary sewer and waterworks systems on the terms set forth herein, and (ii) the receipt of any other required waivers, consents or approvals to the consolidation of the Systems. Upon mutual agreement of MUB and Seller, the time of Closing may be extended.

8. **Post-Closing Rates.** Following the Closing, and for so long that it is financially reasonable to do so in the sole discretion of MUB, Seller agrees that MUB shall charge the former customers of the Systems the rates set forth in Seller’s Water Tariff No. 14 and Seller’s Sewage and Sewage Disposal Tariff No. 11. Seller further agrees to have an appropriate representative appear at all Morgantown City Council meetings at which meetings the subject transaction is an agenda item, including, without limitation, Morgantown City Council’s consideration of amending MUB’s tariffs.

9. **Conveyance and Transfer.** At the Closing, Seller shall deliver to MUB a general warranty deed, bill of sale, lease, assignment and other necessary or appropriate instruments, each duly executed and in a form acceptable to MUB, transferring and conveying to MUB, its successors and assigns forever, good and marketable title to the Assets, free and clear of all liens and encumbrances, together with all files, plats, maps, plans, records, ledgers and similar property, or copies thereof, in any way connected with the operation of the Systems by Seller. The sale of all personal property and fixtures shall be “AS IS” and “WHERE IS” and without any implied warranties.

10. **Representations, Warranties and Covenants of Seller.**

A. **General Representations and Warranties of Seller.** Seller represents and warrants to and covenants with MUB that as of the date of this Agreement and as of the date of the Closing:

- (i) Seller is a municipal corporation and political subdivision of the State of West Virginia;

(ii) Seller, upon receipt of the consent and approval of the PSC, has the lawful right, power, authority and capacity to sell the Assets pursuant to this Agreement in accordance with the terms, provisions and conditions hereof;

(iii) Seller is the owner of good and marketable fee simple title to the Assets, free and clear of all liens, encumbrances or claims other than as provided herein.

(iv) There are no claims, actions, judgments, bankruptcies, liens, executions, suits, decrees, proceedings or orders presently pending or threatened against, by or affecting Seller relating to the Assets, nor is there any litigation or any other proceedings (including condemnation or similar proceedings) before any court or government or administrative department, commission, bureau, board or agency, domestic or foreign, which threaten or affect the Assets or which may, in any one case or in the aggregate, result in any material decrease in the value of, or constitute a lien or claim against the Assets;

(v) No party, person or entity not a party to this Agreement is in possession of any of the Assets or any portion thereof, and no party, person or entity not a party to this Agreement has any interest in the Assets or any portion thereof, except Seller;

(vi) This Agreement has been duly authorized, executed and delivered by Seller and is a valid and legal obligation of Seller;

(vii) From the date of this Agreement until Closing, Seller will not sell, convey, lease or in any other way dispose of any of the Assets;

(viii) Seller shall convey all improvements, machinery, equipment, tools, furniture and other fixed tangible assets of the Systems that are necessary to the continued operation of the Systems by MUB substantially in the manner as it was conducted prior to the date of this Agreement and the date of the Closing;

(ix) All information and data furnished by Seller to MUB with respect to the Assets are true, correct, complete and not misleading.

(x) Seller will not cause or permit any action to be taken which will cause any of the foregoing representations, warranties and covenants to be untrue or unperformed on the date of the Closing;

(xi) Seller will deliver at Closing all documents and instruments required by this Agreement and perform all acts necessary or appropriate for the consummation of the purchase and sale of the Assets as contemplated by and provided for in this Agreement; and

(xii) Seller acknowledges and agrees that MUB, in entering into this Agreement, is not obligated to use, employ or hire any of Seller's officers, officials, agents or employees and that, except as otherwise provided in this Agreement, MUB does not accept any

responsibility for any contractual or legal obligations that Seller might have to any other officers, agents or employees.

B. Environmental Representations, Warranties and Covenants of Seller.

(i) Seller represents and warrants that the Systems have never been operated in a manner as to be in violation of any Environmental Laws, as hereinafter defined. For the purposes of this Section, the term "Environmental Laws" shall mean any "Superfund" or "Super Lien" law, or any other federal, state or local statute, law, ordinance, code, rule, regulation, order or decree, as may now or at any time hereafter be in effect, regulating, relating to or imposing liability or standards of conduct concerning any Hazardous Substance or the release or threatened release of a Hazardous Substance. For the purposes of this Section, the term "Hazardous Substance" shall mean and include a "hazardous substance", "pollutant", "contaminant" or "hazardous waste" as such terms are defined in (or for the purposes of) the Environmental Laws, petroleum products, asbestos and/or any hazardous, toxic or dangerous waste, substance or material;

(ii) Seller agrees that it will not take any action or omit to take any action with respect to the Assets prior to the date of the Closing that would be a violation of any Environmental Law or would result in the Systems being in violation of any Environmental Law;

(iii) Seller covenants that to the fullest extent permitted by law, it will indemnify, hold harmless and defend MUB from any and all claims, losses, damages, judgments, costs and expenses arising out of or in any way relating to a breach of these environmental representations, warranties and covenants contained herein, including, but not limited to: (a) costs of remediation or removal; (b) claims or judgments of third parties (including governmental agencies), for damages, penalties, response costs, injunctive or other relief; (c) expenses, including fees of attorneys and experts, for reporting the existence of hazardous substances or hazardous wastes to any governmental agency; and (d) any and all expenses or obligations, including attorneys' fees, incurred at, before and after any trial or appeal therefrom or administrative proceeding or appeal therefrom, whether or not taxable as costs, including, without limitation, attorneys' fees, paralegals' fees, witness fees (expert and otherwise), deposition costs, copying and telephone charges and other expenses, all of which shall be paid by the Seller when accrued.

11. Representations, Warranties and Covenants of MUB.

A. MUB represents and warrants to and covenants with Seller that as of the date of this Agreement and as of the date of the Closing:

(i) MUB is a municipal utility and political subdivision of the State of West Virginia;

(ii) MUB has the lawful right, power, authority and capacity to acquire the Assets pursuant to this Agreement in accordance with the terms, provisions and conditions hereof;

(iii) This Agreement has been duly authorized, executed and delivered by MUB and is a valid and legal obligation of MUB;

(iv) MUB has had adequate opportunity to inspect the Assets and accepts them in their current condition.

12. **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.

13. **Notices.** Any notice to be given hereunder to MUB or Seller shall be sent by registered mail to the following:

To Seller:
The Town of Star City
Attn: Mayor
370 Broadway Avenue
Morgantown, West Virginia 26505

To MUB:
Morgantown Utility Board
Attn: General Manager
Post Office Box 852
Morgantown, West Virginia 26507-0852

14. **Amendments.** No amendment to this Agreement shall be effective until reduced to writing and executed by both Parties hereto. This instrument constitutes the entire agreement between the Parties. No Party shall be bound by any terms, conditions, statements or representations, oral or written, not herein contained. Each Party hereby acknowledges that, in executing this Agreement, it has not been induced, persuaded or motivated by any promise or representation made by the other Party, unless expressly set forth herein. All previous negotiations, statements and preliminary instruments by the Parties or their representatives are merged into this Agreement. The terms of this Agreement shall survive the Closing.

15. **Force Majeure.** If the performance by either Party of the covenants or agreements contained herein is delayed or prevented for reasons beyond the control of that Party, such as an act of God, act of war, strike, lockout, restraint of labor from whatever cause, either partial or general, riot or civil commotion, order of court or administrative tribunal having jurisdiction over either party hereto, then and in any of those events, that Party shall be excused from such performance to the extent that it is necessarily prevented, hindered or delayed thereby, during the continuance of any such happening or event and the time for such performance shall be extended commensurate with such delays, provided, however, that Party claiming an excuse from performance under this paragraph shall notify the other party in writing of the occurrence of any such event of force majeure within a reasonable time after it becomes known.

16. **Execution in Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall constitute one and the same document.

17. **Governing Law.** This Agreement shall be governed by and interpreted in accordance with the laws of the State of West Virginia and the enforcement hereof shall be exclusively within the jurisdiction of the Circuit Court of Monongalia County, West Virginia, and the PSC.

18. **Conditions Precedent to Effectiveness of Agreement.** The Parties understand and agree that this Agreement, and the obligations of the Parties hereunder, are expressly conditioned upon the following, each of which is a condition precedent to the validity and enforceability of this Agreement:

A. The representations and warranties set forth in Sections 9 and 10 of this Agreement shall be true and correct in all material respects at and as of the Closing;

B. This Agreement and the proposed consolidation of the Assets shall be approved by the City Council of Seller at a properly noticed meeting by a vote properly taken;

C. This Agreement and the proposed consolidation by MUB of the Assets shall be approved by the Board of Directors of MUB;

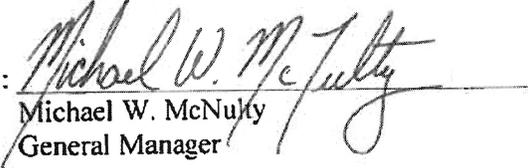
D. The PSC shall have entered a final, non-appealable, order that approves the Joint Petition to be filed by MUB and Seller;

E. Said order of the PSC shall not contain, nor have attached to or otherwise incorporate into it any terms, conditions or limitations that, in the sole opinion of either MUB or Seller, shall adversely affect the economic feasibility of the Agreement;

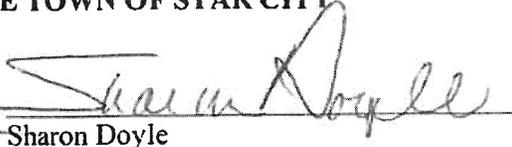
F. The Parties shall have agreed to such documents of transfer, specifically including, but not limited to, an opinion of counsel satisfactory to the Parties stating that legal and marketable title to real property, interests in real property, leases, easements and rights-of-way have been conveyed from Seller to MUB as of the Closing.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the day and year first above written.

MORGANTOWN UTILITY BOARD

By: 
Michael W. McNulty
General Manager

THE TOWN OF STAR CITY

By: 

Sharon Doyle
Mayor

EXHIBIT B

MORGANTOWN UTILITY BOARD
(A Component Unit of the City of Morgantown)
STATEMENT OF NET POSITION
June 30, 2024 and 2023

	<u>2024</u>	<u>2023</u>
ASSETS:		
Current Assets:		
Cash and Cash Equivalents	\$ 3,481,406	\$ 3,080,861
Accounts Receivable, Net	3,009,812	2,418,109
Other Accounts Receivable	628,007	620,957
Interest and Dividend Receivable	62,249	54,389
Materials at Average Cost	2,875,849	2,536,130
Deposits and Prepayments	922,227	665,266
Accrued Utility Revenue	1,958,002	1,819,604
	<u>12,937,552</u>	<u>11,195,316</u>
Total Current Assets		
Capital Assets:		
Construction Work In Progress	64,388,422	158,180,275
Land	1,719,674	1,662,970
Intangible Plant	383,056	383,056
Buildings & Structures	80,988,919	27,799,043
Water Transmission & Distribution System	97,848,375	93,833,022
Sewer & Storm Collection System	146,877,305	145,316,354
Treatment Plant Equipment	110,139,541	71,802,908
Office Furniture & Equipment and Computer System	7,179,550	6,102,238
Vehicles & Heavy Duty Equipment	10,679,186	4,332,494
Lease Asset	304,072	542,390
Subscription Asset	100,842	100,842
	<u>520,608,942</u>	<u>510,055,592</u>
Less: Accumulated Depreciation and Amortization	(174,927,478)	(168,311,035)
	<u>345,681,464</u>	<u>341,744,557</u>
Total Net Capital Assets		
Restricted Assets:		
Sinking Fund Investments	3,682,586	3,910,869
Bond Construction Accounts	10,360,975	14,722,073
	<u>14,043,561</u>	<u>18,632,942</u>
Total Restricted Assets		
Noncurrent Assets:		
Investments	14,318,180	15,189,707
Deferred Financing Costs	956,630	956,763
Net OPEB Asset	173,531	-
Other - Net	256,398	180,186
	<u>15,704,739</u>	<u>16,326,656</u>
Total Noncurrent Assets		
TOTAL ASSETS	<u>\$ 388,367,316</u>	<u>\$ 387,899,471</u>
Deferred Outflows ¹ - Pension and OPEB	<u>\$ 3,574,804</u>	<u>\$ 6,535,798</u>
	<u>3,574,804</u>	<u>6,535,798</u>
TOTAL ASSETS & DEFERRED OUTFLOWS	<u>\$ 391,942,120</u>	<u>\$ 394,435,269</u>

¹ Refer to notes 5 and 6 for more information regarding deferred outflows and inflows.

See the related notes to the financial statements.

MORGANTOWN UTILITY BOARD
(A Component Unit of the City of Morgantown)
STATEMENT OF NET POSITION (CONTINUED)
JUNE 30, 2024 and 2023

	<u>2024</u>	<u>2023</u>
LIABILITIES AND NET ASSETS:		
Current Liabilities:		
Accounts Payable	\$ 2,278,098	\$ 2,033,446
Accrued Payroll	744,916	737,795
Billing Services Payable	461,808	480,849
Current Portion of Long-Term Bonds	6,970,459	7,258,342
Current Portion of Long-Term Leases	94,355	176,180
Interest Payable	-	109
Other Accrued Liabilities	150,631	143,010
	<u>10,700,267</u>	<u>10,829,731</u>
Total Current Liabilities		
Noncurrent Liabilities:		
Liabilities from Restricted Assets:		
Customer Deposits	700,386	690,781
Accrued Administrative Costs on Bonds	18,337	18,337
Accrued Interest on Bonds	1,214,104	1,228,162
Interest on Customer Deposits	6,094	6,094
	<u>1,938,921</u>	<u>1,943,374</u>
Total Liabilities from Restricted Assets		
Advances on Construction	20,462,048	20,766,483
Long-term Bonds Payable	184,852,883	192,353,690
Long-term Lease Payable	14,722	109,077
Net Pension Liability	10,015,276	12,567,937
Net OPEB Liability	-	132,083
	<u>217,283,850</u>	<u>227,872,644</u>
Total Noncurrent Liabilities		
Total Liabilities	<u>227,984,117</u>	<u>238,702,375</u>
Deferred Inflows ¹ - Pension and OPEB	<u>2,068,357</u>	<u>1,925,441</u>
Total Deferred Inflows	<u>2,068,357</u>	<u>1,925,441</u>
Net Position:		
Net Investment in Capital Assets, Restated ²	153,749,045	141,847,268
Restricted Net Position	3,682,586	3,910,869
Unrestricted Net Position, Restated ²	4,458,015	8,049,316
	<u>161,889,646</u>	<u>153,807,453</u>
Total Net Position		
TOTAL LIABILITIES AND NET POSITION	<u>\$ 391,942,120</u>	<u>\$ 394,435,269</u>

¹ Refer to notes 5 and 6 for more information regarding deferred outflows and inflows.

² Refer to note 13 for more information on restatement of net position.

See the related notes to the financial statements.

MORGANTOWN UTILITY BOARD
(A Component Unit of the City of Morgantown)
STATEMENT OF REVENUES, EXPENSES AND CHANGES IN NET POSITION
FOR THE YEARS ENDED JUNE 30, 2024 and 2023

	2024	2023
OPERATING REVENUES:		
Water Sales Revenue	\$ 15,694,140	\$ 14,803,568
Sewerage Service Revenue	19,548,362	18,476,895
Stormwater Service Revenue	2,300,673	2,198,248
Billing Services Revenue	198,545	194,053
Forfeited Discounts	440,249	411,699
Rents from Water Property	18,696	41,513
Service Connection fees - Water	31,875	31,625
Other Operating Revenues	307,605	658
Total Operating Revenues	38,540,145	36,158,259
WATER OPERATING EXPENSES:		
Source of Supply	103,047	139,359
Pumping	567,039	509,057
Water Treatment	4,137,045	4,400,787
Transmission and Distribution	4,203,267	3,833,821
Customer Accounts	448,383	376,105
Administrative and General	3,463,617	3,273,126
Total Water Operating Expenses	12,922,398	12,532,255
SEWER OPERATING EXPENSES:		
Collecting	6,207,044	3,358,420
Pumping	1,660,819	1,654,123
Treatment and Disposal	4,662,402	3,112,019
Billing and Collecting	492,320	468,518
Administrative and General	3,889,047	3,772,417
Total Sewer Operating Expenses	16,911,632	12,365,497
STORMWATER UTILITY OPERATING EXPENSES:		
Collecting	1,099,136	1,180,641
Billing and Collecting	131,865	129,185
Administrative and General	459,431	459,991
Total Stormwater Operating Expenses	1,690,432	1,769,817
Total Operating Expenses	31,524,462	26,667,569
Operating Income(Loss)	7,015,683	9,490,690
NONOPERATING REVENUES (EXPENSES)		
Investment Gain/(Loss)	2,239,736	1,503,758
Interest on Financing	(6,017,659)	(6,180,956)
Other	134,138	626,717
Total Non-Operating Revenues(Expenses)	(3,643,785)	(4,050,481)
Net Income/(Loss) Before Contributed Capital	3,371,898	5,440,209
Contributed Capital	4,710,295	2,872,313
Change in Net Position	8,082,193	8,312,522
Total Net Position-Beginning	153,807,453	145,494,931
Total Net Position-Ending	\$ 161,889,646	\$ 153,807,453

See the related notes to the financial statements.

MORGANTOWN UTILITY BOARD
(A Component Unit of the City of Morgantown)
STATEMENT OF CASH FLOWS
FOR THE YEARS ENDED JUNE 30, 2024 and 2023

	<u>2024</u>	<u>2023</u>
Cash Flows from Operating Activities:		
Cash Received from Sales and Tap Fees	\$ 36,806,024	\$ 36,348,496
Cash Received from Rental Fees	18,696	41,513
Cash Received from Reimbursement and Miscellaneous Income	978,274	636,975
Cash Payments to Suppliers for Goods and Services	(12,455,233)	(14,789,762)
Cash Payments to Employees for Services	(7,240,503)	(6,192,375)
	<u>18,107,258</u>	<u>16,044,847</u>
Net Cash Provided by (Used by) Operations		
Cash Flows from Capital and Related Financing Activities:		
Acquisition and Construction of Capital Assets	(9,231,172)	(11,204,443)
Proceeds from New Issuance	-	348,583
Principal Paid on Long-Term Debt	(7,788,690)	(7,579,530)
Interest Paid	(6,017,659)	(6,193,056)
Deposits Received from Sinking Fund Investments	228,283	1,874,364
Interest Received from Bond Construction Investments	4,361,098	4,100,077
Advances on Construction	(304,435)	1,679,611
Deferred Financing Net of Amortization	133	134
Administrative Cost on Bonds	(261,896)	(1)
Customer Deposits Including Interest	9,630	(87,647)
Change in Right-of-Use Assets	-	(163,268)
Principal Payments on Leases	(173,924)	-
Principal Payments on Subscriptions	(22,832)	-
Interest and Other Lease Related Payments	(8,726)	-
Other Nonoperating Income	137,096	626,717
Change in Other Assets Net	(76,212)	(60,657)
	<u>(19,149,306)</u>	<u>(16,659,116)</u>
Net Cash Provided by (Used by) Capital and Related Financing Activities		
Cash Flows from Investing Activities:		
Proceeds from Investments	1,876,904	2,164,982
Purchases of Investments	(1,886,096)	(1,059,462)
Interest Received	1,451,785	1,495,893
	<u>1,442,593</u>	<u>2,601,413</u>
Net Cash Provided by (Used by) Investing Activities		
Net Increase/(Decrease) in Cash and Cash Equivalents	400,545	1,987,144
Cash and Cash Equivalents - July 1	<u>3,080,861</u>	<u>1,093,717</u>
Cash and Cash Equivalents - June 30	<u>\$ 3,481,406</u>	<u>\$ 3,080,861</u>

See the related notes to the financial statements.

MORGANTOWN UTILITY BOARD
(A Component Unit of the City of Morgantown)
STATEMENT OF CASH FLOWS (CONTINUED)
FOR THE YEARS ENDED JUNE 30, 2024 and 2023

	2024	2023
Cash Flows from Operating Activities:		
Operating Income	\$ 7,015,683	\$ 9,490,690
Adjustments to Reconcile Operating Income to Cash Flows from Operating Activities:		
Depreciation and Amortization	11,939,527	8,521,425
(Increase) Decrease in Accounts Receivable	(598,753)	799,921
(Increase) Decrease in Materials	(339,719)	(308,909)
(Increase) Decrease in Deposits and Prepayments	(256,961)	151,460
(Increase) Decrease in Accrued Utility Revenue	(138,398)	69,864
(Increase) Decrease in Deferred Outflows	2,960,994	(3,170,010)
(Increase) Decrease in OPEB Asset	(173,531)	6,861
Increase (Decrease) in Accounts Payable	244,652	(1,906,823)
Increase (Decrease) in Accrued Payroll	7,121	66,579
Increase (Decrease) in Billing Services Payable	(19,041)	34,543
Increase (Decrease) in Deferred Revenue	-	(1,060)
Increase (Decrease) in Other Current Accrued Liabilities	7,621	(956,726)
Increase (Decrease) in Deferred Inflows	142,916	(3,924,882)
Increase (Decrease) in Interest Payable	(109)	(117)
Increase (Decrease) in Net OPEB Liability	(132,083)	132,083
Increase (Decrease) in Net Pension Liability	(2,552,661)	7,039,948
	11,091,575	6,554,157
Total Adjustments		
Net Cash Provided by (Used by) Operating Activities	\$ 18,107,258	\$ 16,044,847

See the related notes to the financial statements.

EXHIBIT C

TOWN OF STAR CITY, WEST VIRGINIA
STATEMENT OF NET POSITION
June 30, 2024

	<u>Primary Government</u>		<u>Total</u>
	<u>Governmental</u> <u>Activities</u>	<u>Business-type</u> <u>Activities</u>	
ASSETS			
Current assets:			
Cash and cash equivalents	\$ 2,671,578	\$ 14,905	\$ 2,686,483
Receivables:			
Accounts	38,764	90,490	129,254
Taxes	259,478	-	259,478
Due from other funds	186,656	358,237	544,893
Total current assets	3,156,476	463,632	3,620,108
Noncurrent assets:			
Net OPEB asset	22,202	-	22,202
Net pension asset - PPRF	252,662	-	252,662
Net pension asset - MPFRS	52,511	-	52,511
Total noncurrent assets	327,375	-	327,375
Capital assets:			
Nondepreciable:			
Land	-	40,486	40,486
Depreciable:			
Buildings	449,896	-	449,896
Improvements	74,078	-	74,078
Infrastructure	819,792	-	819,792
Machinery and equipment	237,322	-	237,322
Vehicles	883,942	-	883,942
Intangible plant	-	830,002	830,002
Furniture and equipment	-	209,352	209,352
Less accumulated depreciation	(1,721,797)	(956,319)	(2,678,116)
Total depreciable capital assets, net	743,233	83,035	826,268
Total capital assets	743,233	123,521	866,754
DEFERRED OUTFLOWS			
Pension related - MPFRS	36,593	-	36,593
Pension related - PPRF	191,381	-	191,381
OPEB related	17,150	-	17,150
Total deferred outflows	245,124	-	245,124
Total assets and deferred outflows	\$ 4,472,208	\$ 587,153	\$ 5,059,361

See accompanying notes and independent auditor's report.

TOWN OF STAR CITY, WEST VIRGINIA
STATEMENT OF NET POSITION
June 30, 2024

	Primary Government		Total
	Governmental Activities	Business-type Activities	
LIABILITIES			
Current liabilities payable from current assets:			
Accounts payable	\$ 86,313	\$ 96,765	\$ 183,078
Payroll payable	-	2,576	2,576
Compensated absences payable	-	13,102	13,102
Customer deposits	-	35,049	35,049
Due to other funds	457,406	87,487	544,893
Accrued expenses	11,006	-	11,006
Total current liabilities	554,725	234,979	789,704
Noncurrent liabilities due within one year:			
Notes payable	22,144	15,842	37,986
Noncurrent liabilities due in more than one year:			
Notes payable	34,407	33,568	67,975
Total noncurrent liabilities	56,551	49,410	105,961
DEFERRED INFLOWS			
Pension related - MPFRS	27,475	-	27,475
Pension related - PPRF	62,257	-	62,257
OPEB related	48,753	-	48,753
Total deferred inflows	138,485	-	138,485
NET POSITION			
Invested in capital assets	686,682	74,111	760,793
Unrestricted	3,035,765	228,653	3,264,418
Total net position	3,722,447	302,764	4,025,211
 Total liabilities, deferred inflows and net position	 \$ 4,472,208	 \$ 587,153	 \$ 5,059,361

See accompanying notes and independent auditor's report.

TOWN OF STAR CITY, WEST VIRGINIA
STATEMENT OF ACTIVITIES
For the Fiscal Year Ended June 30, 2024

Functions/Programs	Program Revenues				Net (Expense) Revenue and Changes in Net Position		
	Expenses	Charges for Services	Operating Grants and Contributions	Capital Grants and Contributions	Primary Government		Total
					Governmental Activities	Business-type Activities	
Primary government:							
Governmental activities:							
General government	\$ 578,195	\$ -	\$ 180,120	\$ -	\$ (398,075)	\$ -	\$ (398,075)
Public safety	672,931	-	-	-	(672,931)	-	(672,931)
Streets and transportation	249,724	-	-	-	(249,724)	-	(249,724)
Health and sanitation	370,634	502,532	-	-	131,898	-	131,898
Total governmental activities	2,045,714	502,532	180,120	-	(1,363,062)	-	(1,363,062)
Business-type activities:							
Water	369,410	455,603	-	-	-	86,193	86,193
Sewer	410,530	428,041	-	-	-	17,511	17,511
Total business-type activities	779,940	883,644	-	-	-	103,704	103,704
Total primary government	\$ 2,825,654	\$ 1,386,176	\$ 180,120	\$ -	(1,363,062)	103,704	(1,259,358)
General revenues:							
Ad valorem property taxes					300,145	-	300,145
B&O taxes					1,029,856	-	1,029,856
Hotel occupancy taxes					127,879	-	127,879
Alcoholic beverages taxes					17,607	-	17,607
Utility services taxes					55,615	-	55,615
Animal taxes					275	-	275
Gas and oil severance taxes					18,185	-	18,185
Coal severance taxes					7,674	-	7,674
Licenses and permits					90,994	-	90,994
Refunds and reimbursements					23,832	-	23,832
Franchise fees					22,204	-	22,204
IRP fees					7,067	-	7,067
Fines and forfeits					86,717	-	86,717
Gaming income					10,778	-	10,778
Video lottery					8,766	-	8,766
Unrestricted investments earnings					53,193	304	53,497
Opioid settlement					28,152	-	28,152
Miscellaneous					13,249	37,748	50,997
Total general revenues					1,902,188	38,052	1,940,240
Change in net position					539,126	141,756	680,882
Net position - beginning of year					3,183,321	161,008	3,344,329
Net position - end of year					\$ 3,722,447	\$ 302,764	\$ 4,025,211

See accompanying notes and independent auditor's report.

**TOWN OF STAR CITY, WEST VIRGINIA
BALANCE SHEET - GOVERNMENTAL FUNDS
June 30, 2024**

	General	Coal Severance Tax	ARPA	Hotel Occupancy	Opioid Settlement	Total Governmental Funds
ASSETS						
Current assets:						
Cash and cash equivalents	\$ 1,607,335	\$ 14,278	\$ 437,037	\$ 584,776	\$ 28,152	\$ 2,671,578
Receivables:						
Accounts	31,815	-	-	6,949	-	38,764
Taxes	257,463	2,015	-	-	-	259,478
Due from other funds	186,656	-	-	-	-	186,656
Total current assets	\$ 2,083,269	\$ 16,293	\$ 437,037	\$ 591,725	\$ 28,152	\$ 3,156,476
LIABILITIES AND FUND BALANCES						
Liabilities:						
Accounts payable	\$ 80,819	\$ -	\$ -	\$ 5,494	\$ -	\$ 86,313
Due to other funds	358,237	-	-	99,169	-	457,406
Accrued expenses	11,006	-	-	-	-	11,006
Total liabilities	450,062	-	-	104,663	-	554,725
FUND BALANCES						
Assigned	-	16,293	437,037	487,062	28,152	968,544
Unassigned	1,633,207	-	-	-	-	1,633,207
Total fund balances	1,633,207	16,293	437,037	487,062	28,152	2,601,751
Total liabilities and fund balances	\$ 2,083,269	\$ 16,293	\$ 437,037	\$ 591,725	\$ 28,152	\$ 3,156,476

See accompanying notes and independent auditor's report.

**TOWN OF STAR CITY, WEST VIRGINIA
RECONCILIATION OF THE BALANCE SHEET - GOVERNMENTAL FUNDS
TO THE STATEMENT OF NET POSITION
June 30, 2024**

Total fund balances on the governmental fund's balance sheet \$ 2,601,751

The total fund balance of the Town of Star City's governmental funds differs from net position of the governmental activities reported on the Statement of Net Position as follows:

Capital assets used in governmental activities are not financial resources and, therefore not in the funds. 743,233

Long-term liabilities are not due and payable in the current period and therefore are not reported in the funds. (56,551)

The net pension asset and (liability) is not due and payable in the current period, therefore, the asset and (liability) and related deferred outflows/inflows are not reported in the funds.

Deferred outflows of resources related to pensions and OPEB	245,124	
Deferred inflows of resources related to pensions and OPEB	(138,485)	
Net OPEB asset	22,202	
Net pension assets	<u>305,173</u>	
		<u>434,014</u>

Net position of government activities \$ 3,722,447

TOWN OF STAR CITY, WEST VIRGINIA
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN
FUND BALANCES - GOVERNMENTAL FUNDS
For the Fiscal Year Ended June 30, 2024

	General	Coal Severance Tax	ARPA	Hotel Occupancy	Opioid Settlement	Total Governmental Funds
REVENUES						
Taxes:						
Ad valorem property taxes	\$ 300,145	\$ -	\$ -	\$ -	\$ -	\$ 300,145
B&O taxes	1,029,856	-	-	-	-	1,029,856
Hotel occupancy taxes	-	-	-	127,879	-	127,879
Alcoholic beverages tax	17,607	-	-	-	-	17,607
Utility services tax	55,615	-	-	-	-	55,615
Animal tax	275	-	-	-	-	275
Gas and oil severance tax	18,185	-	-	-	-	18,185
Coal severance tax	-	7,674	-	-	-	7,674
Intergovernmental						
Federal	180,120	-	-	-	-	180,120
Opioid settlement	-	-	-	-	28,152	28,152
Licenses and permits	90,994	-	-	-	-	90,994
Charges for services	502,532	-	-	-	-	502,532
Fines and forfeits	86,717	-	-	-	-	86,717
Gaming income	10,778	-	-	-	-	10,778
Video lottery	8,766	-	-	-	-	8,766
Interest and investment earnings	31,305	214	11,013	10,661	-	53,193
Refunds and reimbursements	23,832	-	-	-	-	23,832
Franchise fees	22,204	-	-	-	-	22,204
IRP fees	7,067	-	-	-	-	7,067
Miscellaneous	11,399	-	-	1,850	-	13,249
Total revenues	2,397,397	7,888	11,013	140,390	28,152	2,584,840
EXPENDITURES						
Current:						
General government	582,552	-	-	-	-	582,552
Public safety	924,383	-	-	-	-	924,383
Streets and transportation	236,839	-	-	-	-	236,839
Health and sanitation	370,634	-	-	-	-	370,634
Culture and recreation	-	-	-	174,230	-	174,230
Total expenditures	2,114,408	-	-	174,230	-	2,288,638
Excess (deficiency) of revenues over expenditures	282,989	7,888	11,013	(33,840)	28,152	296,202
OTHER FINANCING SOURCES (USES)						
Transfers in	184,086	-	-	-	-	184,086
Transfers out	-	-	(184,086)	-	-	(184,086)
Total other financing sources (uses)	184,086	-	(184,086)	-	-	-
Net change in fund balances	467,075	7,888	(173,073)	(33,840)	28,152	296,202
Fund balances - beginning	1,166,132	8,405	610,110	520,902	-	2,305,549
Fund balances - ending	\$ 1,633,207	\$ 16,293	\$ 437,037	\$ 487,062	\$ 28,152	\$ 2,601,751

See accompanying notes and independent auditor's report.

**TOWN OF STAR CITY, WEST VIRGINIA
RECONCILIATION OF STATEMENT OF REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCES OF GOVERNMENTAL FUNDS
TO THE STATEMENT OF ACTIVITIES
For the Fiscal Year Ended June 30, 2024**

Net change in fund balances - total governmental funds	\$ 296,202
Amounts reported for governmental activities in the statement of activities are different because:	
Contributions made after the measurement date	10,820
Pension and OPEB expenses and changes	90,108
Repayment of debt principal is an expenditure in the governmental funds, but the repayment reduces long-term liabilities in the Statement of Net Position. This is the net of debt proceeds and repayment:	42,776
Capital outlays are reported as an expenditure in the governmental funds. In the statement of activities, the cost of those assets is allocated over their estimated useful lives and reported as depreciation expense. This is the amount of capital outlays exceeded depreciation expense during the year.	<u>99,220</u>
Change in net position of governmental activities	<u>\$ 539,126</u>

See accompanying notes and independent auditor's report.

TOWN OF STAR CITY, WEST VIRGINIA
STATEMENT OF NET POSITION - PROPRIETARY FUNDS
June 30, 2024

	Water	Sewer	Total Enterprise Funds
Assets			
Current assets:			
Cash and cash equivalents	\$ 14,480	\$ 425	\$ 14,905
Receivables:			
Accounts, net	46,144	44,346	90,490
Due from:			
Other funds	358,237	-	358,237
Total current assets	<u>418,861</u>	<u>44,771</u>	<u>463,632</u>
Capital assets:			
Nondepreciable:			
Land	-	40,486	40,486
Depreciable:			
Furniture and equipment	-	209,352	209,352
Intangible plant	556,664	273,338	830,002
Less accumulated depreciation	(509,113)	(447,206)	(956,319)
Total capital assets	<u>47,551</u>	<u>75,970</u>	<u>123,521</u>
Total assets	<u>\$ 466,412</u>	<u>\$ 120,741</u>	<u>\$ 587,153</u>

See accompanying notes and independent auditor's report.

TOWN OF STAR CITY, WEST VIRGINIA
STATEMENT OF NET POSITION - PROPRIETARY FUNDS
June 30, 2024

	<u>Water</u>	<u>Sewer</u>	<u>Total Enterprise Funds</u>
Liabilities			
Current liabilities payable from current assets:			
Accounts payable	\$ 19,494	\$ 77,271	\$ 96,765
Payroll payable	1,555	1,021	2,576
Compensated absences payable	6,551	6,551	13,102
Customer deposits	35,049	-	35,049
Due to other funds	-	87,487	87,487
Total current liabilities	<u>62,649</u>	<u>172,330</u>	<u>234,979</u>
Noncurrent liabilities due within one year:			
Notes payable	7,921	7,921	15,842
Noncurrent liabilities due in more than one year:			
Notes payable	16,784	16,784	33,568
Total noncurrent liabilities	<u>24,705</u>	<u>24,705</u>	<u>49,410</u>
Net Position			
Net investment in capital assets	22,846	51,265	74,111
Unrestricted	356,212	(127,559)	228,653
Total net position	<u>379,058</u>	<u>(76,294)</u>	<u>302,764</u>
Total liabilities and net position	<u>\$ 466,412</u>	<u>\$ 120,741</u>	<u>\$ 587,153</u>

See accompanying notes and independent auditor's report.

TOWN OF STAR CITY, WEST VIRGINIA
STATEMENT OF REVENUES, EXPENSES, AND CHANGES IN
FUND NET POSITION - PROPRIETARY FUNDS
For the Fiscal Year Ended June 30, 2024

	Water	Sewer	Total Enterprise Funds
Operating Revenues			
Sales and services to customers	\$ 455,603	\$ 428,041	\$ 883,644
Miscellaneous	37,419	329	37,748
Total revenues	<u>493,022</u>	<u>428,370</u>	<u>921,392</u>
Operating Expenses			
Personnel services	105,920	86,409	192,329
Contracted services	12,579	7,303	19,882
Insurance	5,983	-	5,983
Administrative and general	2,179	6,230	8,409
Materials and supplies	25,534	11,372	36,906
Utilities	203,403	284,842	488,245
Miscellaneous	2,290	3,182	5,472
Depreciation	11,182	10,814	21,996
Total operating expenses	<u>369,070</u>	<u>410,152</u>	<u>779,222</u>
Operating income (loss)	<u>123,952</u>	<u>18,218</u>	<u>142,170</u>
Non-Operating Revenues (Expenses)			
Investment income	295	9	304
Interest on bonds and note obligations	(340)	(378)	(718)
Total non-operating revenue (expenses)	<u>(45)</u>	<u>(369)</u>	<u>(414)</u>
Change in net position	123,907	17,849	141,756
Total net position - beginning	<u>255,151</u>	<u>(94,143)</u>	<u>161,008</u>
Total net position - ending	<u>\$ 379,058</u>	<u>\$ (76,294)</u>	<u>\$ 302,764</u>

See accompanying notes and independent auditor's report.

TOWN OF STAR CITY, WEST VIRGINIA
STATEMENT OF CASH FLOWS - PROPRIETARY FUNDS
For the Fiscal Year Ended June 30, 2024

	Water	Sewer	Total Enterprise Funds
Cash Flows from Operating Activities			
Cash received from customers	\$ 487,924	\$ 427,842	\$ 915,766
Cash paid for goods and services	(380,727)	(339,479)	(720,206)
Cash paid for employees	(103,218)	(83,885)	(187,103)
Net cash provided (used) by operating activities	<u>3,979</u>	<u>4,478</u>	<u>8,457</u>
Cash Flows from Capital and Related Financing Activities			
Acquisition of capital assets	(16,394)	(16,394)	(32,788)
Proceeds from notes payable	16,394	16,394	32,788
Principal paid on notes	(3,651)	(4,101)	(7,752)
Interest paid on notes	(340)	(378)	(718)
Net cash provided (used) by capital and related financing activities	<u>(3,991)</u>	<u>(4,479)</u>	<u>(8,470)</u>
Cash Flows from Investing Activities			
Investment income	295	9	304
Net cash provided (used) by investing activities	<u>295</u>	<u>9</u>	<u>304</u>
Net increase (decrease) in cash and cash equivalents	283	8	291
Cash and cash equivalents, beginning	14,197	417	14,614
Cash and cash equivalents, ending	<u>\$ 14,480</u>	<u>\$ 425</u>	<u>\$ 14,905</u>
Reconciliation of Operating Income (Loss) to Net Cash Provided (Used) by Operating Activities			
Operating income (loss)	\$ 123,952	\$ 18,218	\$ 142,170
Adjustment to reconcile operating income (loss) to net cash provided (used) by operating activities:			
Depreciation	11,182	10,814	21,996
Changes in assets and liabilities:			
(Increase) decrease in accounts receivable	(5,098)	(528)	(5,626)
(Increase) decrease in due from other funds	(116,804)	-	(116,804)
Increase (decrease) in accounts payable	(14,464)	(15,873)	(30,337)
Increase (decrease) in payroll payable	469	291	760
Increase (decrease) in due to other funds	-	(10,677)	(10,677)
Increase (decrease) in compensated absences	2,233	2,233	4,466
Increase (decrease) in customer deposits	2,509	-	2,509
Net cash provided (used) by operating activities	<u>\$ 3,979</u>	<u>\$ 4,478</u>	<u>\$ 8,457</u>

See accompanying notes and independent auditor's report.

TOWN OF STAR CITY, WEST VIRGINIA
STATEMENT OF FIDUCIARY NET POSITION - FIDUCIARY FUND
June 30, 2024

	<u>Policemen's Pension Fund</u>
ASSETS	
Cash and deposits	\$ 75,358
Employee contributions receivable	857
Investments, at fair value:	
Equities	1,446,400
Fixed income	516,152
Other investments	<u>320,696</u>
Total investments	<u>2,283,248</u>
Total assets	<u>\$ 2,359,463</u>
NET POSITION	
Net position held in trust for pension benefits	<u>\$ 2,359,463</u>

See accompanying notes and independent auditor's report.

TOWN OF STAR CITY, WEST VIRGINIA
STATEMENT OF CHANGES IN FIDUCIARY
NET POSITION - FIDUCIARY FUND
For the Fiscal Year Ended June 30, 2024

	<u>Policemen's Pension Fund</u>
ADDITIONS	
Contributions	
Employer	\$ -
Plan members	12,292
	<u>12,292</u>
Total contributions	12,292
Investment income	
Interest and dividends	62,040
Net realized and unrealized gains (losses)	194,890
Net gain (loss) on sale of investments	1,585
	<u>258,515</u>
Net investment income	258,515
Total additions	<u>270,807</u>
DEDUCTIONS	
Benefit payments	74,168
Administrative expenses	23,407
	<u>97,575</u>
Total deductions	97,575
Change in net position	173,232
Net position held in trust for pension benefits	
Beginning of year	<u>2,186,231</u>
End of year	<u>\$ 2,359,463</u>

See accompanying notes and independent auditor's report.



Morgantown Utility Board

Post Office Box 852 Morgantown, WV 26507-0852

Phone: (304) 292-8443 Email: mubmail@mub.org Website: mub.org

STAR CITY

- 1.) Q. How many customers does Star City have?
A. Star City bills 956 water and 956 wastewater customers.
- 2.) Q. How do Star City rates compare to Morgantown? Are they lower?
A. See Attached comparison between MUB and Star City Tariffs.
- 3.) Q. Was an independent appraisal conducted?
A. No. Star City assets are being given to MUB without cost.
- 4.) Q. Was an independent engineering assessment conducted?
A. Due diligence was conducted internally by MUB's Engineering and Maintenance Staff.
- 5.) Q. How is the acquisition being paid for?
A. Star City assets are being given to MUB without cost.
- 6.) Q. How does this impact MUB's debt capacity?
A. Star City has \$0 debt.
- 7.) Q. What is the estimated 10-year capital need for the system? Capital needs will be paid for by revenues from Star City customers.
A. Currently, revenues are estimated to be greater than capital needs. Rates can be adjusted to reflect future capital needs.
- 8.) Q. Are Star City ratepayers not being subsidized by Morgantown/existing ratepayers? Please explain because current rates could not sustain operations under Star City operations.
A. Current Star City rates do support its operations. Ratepayers outside of Star City will not subsidize Star City.
- 9.) Q. Why was no escrow or capital reserve required to reduce risk on MUB and existing ratepayers?
A. MUB will receive approximately \$360,000 in cash from their operating funds.
- 10.) Q. How will any undisclosed emergent infrastructure and/or environmental issues be dealt with?
A. Any unexpected costs will be covered by rates from Star City customers.
- 11.) Q. What operational or staffing changes will be required and are those built into the proposed rates?
A. None are anticipated currently.
- 12.) Q. What reporting or performance monitoring will be in place to evaluate and provide transparency on this acquisition?
A. MUB will setup a job to keep track of various expenses; Power & Fuel, Engineering Labor/Materials, Shop Labor/Materials, Meter Reading and Customer Service expenses. These accounts will keep track of expenses up to June 30, 2026, to aid in the completion of Star City's Annual PSC (water, sewer) reports. These accounts will stay active

in MUB's system for the following fiscal year to verify all expenses and revenues are accountable and will be rolled into MUB's Annual Reports FYE 2027.

- 13.) Q. How does this acquisition impact system capacity (hydraulic and treatment)?
A. Star City is a bulk (Sale for Resale) customer of MUB. Flows are currently accounted for.
- 14.) Q. How is system capacity tracked and has it been modeled to analyze this acquisition under stress conditions?
A. Star City currently obtains its water and sanitary sewer services from MUB and MUB's system has been modeled in detail.



Morgantown Utility Board

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Phone: (304) 292-8443 Email: mubmail@mub.org Website: mub.org

MUB and Star City Tariffs

WATER

MUB		Star City	
First 60	\$6.36	First 50	\$9.66
All over 60	\$4.16	All over 50	\$6.61
Minimum	\$6.36	Minimum	\$19.32

Star City's tariff brings in \$15,053 more per month \$180,000/year

SEWER

MUB		Star City	
First 60	\$10.69	First 0-2	\$10.33
All over 60	\$9.18	2 - 50	\$9.21
		All over 50	\$7.97
Minimum	\$10.69	Minimum	\$20.66

Star City's tariff brings in \$603 more per month \$7,200/year

** Used Star City's data for the month of January 2025



City Council Agenda Item Summary

Council Meeting Date: 02/17/2026

Item: Consideration of APPROVAL of Bid Call 2026-11 – Asbestos Abatement and Demolition of 565 Clark Street, 612 Arlington Street and 2026 Lloyd Avenue.
Department: Development Services Department
Requested By: Rickie Yeager, Development Services Director
Strategic Goal: Vibrant and Prosperous + Safe and Welcoming

Recommended Motion:

Move to award Bid Call 2026-11 – Asbestos Abatement and Demolition of 565 Clark Street, 612 Arlington Street and 2026 Lloyd Avenue to the Reclaim Company, LLC.

Item Summary:

On January 15, 2026, the City of Morgantown received the following qualified bid responses for the above-mentioned project:

Company Name:	Bid Amount:
Blue Gold Development, LLC	\$63,683.00
SafeCo Services Corporation	\$52,690.00
Piccolomini Contractors, LLC	\$159,100.00
Anderson Excavating, LLC	\$103,350.00
Reclaim Company, LLC	\$49,700.00

After review, staff recommend that Bid Call 2026-11 be awarded to the Reclaim Company, LLC. This firm was the lowest responsible bidder.

Upon being awarded the contract, the contractor shall have approximately 47 days to complete the demolition project. Given the current trajectory, the completion date would be on or before April 27, 2026.

If you have any questions, please let me know.

Fiscal Impact: Funding for this project was made possible through the City’s Capital Escrow – Demolition Fund, and the total project cost (\$49,700) is in keeping with the anticipated budget.

City Council Agenda Item Summary

Council Meeting Date: February 17, 2026

Item: Ordinance for One-Way Roads and Turn Restrictions
Department: Engineering and Public Works
Requested By: Damien Davis, PE
Purpose: The primary purpose of this ordinance revision is to modernize and streamline how one-way streets and prohibited turns are designated and communicated to the public.

Recommended Motion: I move to approve the Ordinance Amending Article 305 Designating One-Way Streets And Prohibited Turns

Item Summary:

The proposed ordinance amends Article 305 of the City Code (Traffic Control) to establish a clearer and more efficient process for designating one-way streets and prohibited turning movements, while maintaining City Council oversight and improving public access to this information. More specifically, this ordinance aims to:

- Improve traffic safety by clarifying authority over one-way streets and prohibited turns.
- Establish an administrative process allowing quicker implementation of traffic control changes by City staff.
- Ensure transparency and public access by requiring a centralized, up-to-date record on the City's website.
- Align the treatment of one-way streets and turn prohibitions with existing processes used for parking restrictions.
- Eliminate outdated code provisions related to parking prohibitions.

Fiscal Impact: None

Ordinance No. 2026-_____

**AN ORDINANCE OF THE CITY OF MORGANTOWN
AMENDING ARTICLE 305 DESIGNATING ONE-WAY STREETS
AND PROHIBITED TURNS**

The City of Morgantown hereby ordains as follows:

Section 1. Findings and Purpose.

The City Council of The City of Morgantown finds that limitation of streets to one-way travel, and prohibited turns at certain intersections, are important measures to promote safety of all public users on City streets, and that the public should be able to access information about all areas where those travel limitations are established. In order to provide an efficient process for designating and publicizing such areas, and integrating the expertise of City engineering staff in making judgments about the use of these measures, City Council adopts this ordinance to establish a process for administrative orders designating one-way streets and prohibited turns while retaining for City Council the option to reject or amend those orders, and also to provide a centralized location on the City website where the public may review all one-way streets and prohibited turns.

In addition, City Council finds that prohibitions on street parking have been delegated to the City Manager, with a similar option for City Council to reject or amend such parking prohibitions, at City Code section 305.02, and that City Code section 305.06 providing a single area where parking is prohibited should be repealed in favor of using the general parking prohibition process at Section 305.02.

Section 2. Adoption of Amendment to Article 305 of the City Code.

Article 305 of the City Code, entitled “Traffic Control” is hereby amended as follows (new matter underlined; deleted matter ~~stricken~~):

Sec. 305.04. - One-way streets designated; prohibited turns.

(a) The City Manager or designee may direct that only one-way travel will be permitted on any public right-of-way or portion thereof within the City, and/or that certain turns may be prohibited or limited, and the City Manager may remove such prohibitions or limitations except as limited by this Article 305. Any such direction shall be reduced to writing, delivered to City Council, and retained by the Office of the City Engineer in accordance with Paragraph (e) of this section.

(b) City Council may direct that only one-way travel will be permitted on any public right-of-way or portion thereof within the City, and/or that certain turns may be prohibited or limited, and the Council may direct that two-way travel, or certain turns, will be permitted in an area, or during a time, where such travel or turn has been prohibited or limited by the City Manager pursuant to

Paragraph (a) of this section. Any Council action under this Paragraph (b) shall be undertaken by adoption of an ordinance.

(c) In the event that City Council directs that two-way travel, or certain turns, be permitted in an area, or during a time, where such travel or turning movement has previously been prohibited or limited by direction of the City Manager, the City Manager may not direct that two-way travel, or certain turns, be prohibited or limited in that area or time thereafter unless authorized to do so by subsequent ordinance of Council.

(d) No prohibition or limitation on two-way travel, or certain turns, shall be effective until the placement of appropriate signage or markings indicating the limitation on two-way travel or turn in the area where such movements or prohibited or limited.

(e) The City Engineer shall maintain a record of all orders of the City Manager and ordinances of City Council prohibiting or limiting two-way travel or certain turning movements, or removing such restrictions, on the public rights-of-way.

(f) The City Manager or designee shall publish on the City website an image or images depicting the public rights-of-way where two-way travel is prohibited or limited, and where certain turns are prohibited, as well as a list or table identifying such areas. The image(s) and table shall be maintained current with the adopted orders of the City Manager and ordinances of City Council in accordance with this Section 305.04.

(a) The following streets or portions thereof are hereby designated as and declared to be one-way streets and vehicular traffic on such streets shall move only in the direction specified in this section:

~~Brookway Avenue, from Walnut Street to Maryland Avenue.~~

~~Carson Street, from University Avenue to Grant Avenue.~~

~~Chestnut Street, from Kirk Street to Willey Street.~~

~~Clark Street, from Cherry Street to Kingwood Street.~~

~~Clay Street, from Wharf Street to Hurley Street.~~

~~Court Street, from Spruce Street to University Avenue.~~

~~Decker Avenue, from Spruce Street to Elk Street.~~

~~Edgewood Street, from Cobun Avenue to Wilson Avenue.~~

~~Elmina Street from Dewey Street to Lyndhurst Street.~~

~~Fayette Street, from University Avenue to Spruce Street.~~

~~First Street, from Grant Avenue to University Avenue.~~

~~Forest Avenue, from High Street to Spruce Street.~~

~~Forest Avenue, from High Street to Chestnut Street.~~

~~Fortney Street, from Charles Avenue to Richwood Avenue.~~

~~Gem Street, from Locust Avenue to Richwood Avenue.~~

~~High Street, from Prospect Street to Kirk Street.~~

~~Hough Street, from University Avenue to Beechurst Avenue.~~

~~Jones Avenue, from Stewart Street to Overhill Street.~~

~~Kirk Street, from High Street to Spruce Street.~~

~~Manville Street, from Winsley Avenue to Winsley Avenue in an easterly direction.
 Maryland Avenue, from Brockway Avenue to Cobun Avenue.
 McClain Avenue, from Third Street to Eighth Street.
 Moore Street, from University Avenue to B. & O. Railroad Station.
 Moreland Street, from Spruce Street to University Avenue.
 Pearl Avenue, from Richwood Avenue to Cass Street. Parking on the east side of Pearl Avenue only.
 Pleasant Street, between Spruce Street and Cobun Avenue.
 Pleasant Street, from University Avenue to Spruce Street.
 Prairie Avenue, from Wilson Avenue to Wagner Road.
 Prospect Street, from Willey Street to University Avenue.
 Reid Street, from Chestnut Street to University Avenue.
 Rotary Street, from Collins Ferry Road to Rebecca Street.
 Second Street, from University Avenue to Grant Avenue.
 Spruce Street, from Kirk Street to Prospect Street.
 Walnut Street, from Spruce Street to University Avenue.
 Walnut Street, between Cobun Avenue and Spruce Street.
 Wharf Street, from Hurley Street to Clay Street.
 Winsley Street, from Overdale Street to Green Street.~~

(b)

~~Prior to the adoption of an ordinance designating any street within the City as a one-way street, Council may permit, on a trial basis not to exceed 90 days, such street to be used as a one-way street. At any time during such trial period, Council may request the City Attorney to prepare and present an ordinance thereon.~~

~~(1967 Code § 20-8.1; Ord. No. 05-30, 9-20-2005; Ord. No. 2019-25, 9-17-2019)~~

Sec. 305.05. — Prohibited turns.

(a) ~~Right turns prohibited.~~ No operator of any vehicle proceeding in the direction indicated in this section on any of the streets named below shall turn his vehicle to the right at the intersection specified opposite such first-named street:

Street	Direction of Travel	Intersection at Which Right Turn Prohibited
College Avenue	Easterly	College Avenue and North Willey Street
Pennsylvania Avenue	Easterly	Pennsylvania Avenue and Brockway Avenue
Richwood Avenue	Westerly	Richwood Avenue and Willey Street
University Avenue	Northerly	University Avenue and Dorsey Avenue

Street	Direction of Travel	Intersection at Which Right Turn Prohibited
University Avenue	Northerly	University Avenue and Willey Street

(b) ~~Left turns prohibited.~~ No operator of any vehicle proceeding in the direction indicated in this section on any of the streets named below shall turn his vehicle to the left at the intersection specified opposite such first named street:

Street	Direction of Travel	Intersection at Which Left Turn Prohibited
Brockway Avenue	Easterly	Brockway Avenue and Pennsylvania Avenue
Dorsey Avenue	Northerly	Dorsey Avenue and University Avenue
North Willey Street	Northerly	North Willey Street and College Avenue
Willey Street	Westerly	Willey Street and Richwood Avenue
Willey Street	Westerly	Willey Street and University Avenue
Foundry Street	Westerly	Foundry Street and University Avenue
Hough Street	Westerly	Hough Street and Beechurst Avenue

(Ord. No. 94-57, 4-5-1994)

Sec. 305.06. -- Prohibited street parking.

Parking of motor vehicles on Earl Core Road (State Route 7 at Sabraton), between Hartman Run Road eastward to the City limits, shall be prohibited along both sides of such street.

(Ord. of 3-17-1987)

Section 3. Repeal, Savings, Severability.

Any section of this Code repealed or modified by a subsequent ordinance will continue in force until the effective date of the repealing ordinance.

The repeal or modification of any part of this Code does not affect any existing right acquired, or liability or obligation incurred, under the code sections amended or repealed unless the modifying ordinance expressly so provides. Any repealed or modified part of this Code will remain in force for the purpose of sustaining any proper legal proceedings and prosecutions related to the enforcement of such right or liability brought prior to the repeal or modification.

The repeal of any repealing ordinance, clause, or provision does not revive any former ordinance, clause, or provision unless expressly provided by ordinance.

If any provision of this Ordinance, or the application of this Ordinance to any person or circumstance, is held invalid by a court of competent jurisdiction or other entity or agency having jurisdiction to make such determination, the remainder of this Ordinance and the application to other persons or circumstances remain in effect.

Section 4. Effective date; application. This ordinance shall be effective upon adoption. This Ordinance does not affect rights, duties, or liabilities that matured, penalties that were incurred, and proceedings that were begun, before its effective date. The law remains in force for the purpose of sustaining any proper action or prosecution for the enforcement of the right, penalty, forfeiture or liability.

Section 5. Recording of ordinance. The City Clerk is directed to obtain all signatures required by the form of Ordinance adopted and maintain an executed original ordinance with the official records of the City of Morgantown, to be maintained, preserved, and accessed in accordance with the laws of the State of West Virginia and the City of Morgantown, and to take the following additional actions: None.

FIRST READING: _____

Mayor

SECOND READING: _____

City Clerk

ADOPTED: _____

FILED: _____



Complete List One-Way Street and Restricted Turns

One-Way Streets

Arch Street, from Kingwood Street to Reay Alley, south lane in an easterly direction

Arch Street, from Reay Alley to Kingwood Street, north lane in a westerly direction

Bank Street, from High Street to Chestnut Street

Belmar Avenue, from Price Street to Waverly Street

Bond Street, from Charles Avenue to Ridgeway Avenue

Brockway Avenue, from South Walnut Street to Maryland Avenue

Carson Street, from University Avenue to Grant Avenue

Chancery Row, from High Street to Chestnut Street

Chestnut Street, from Kirk Street to Willey Street

Church Alley, from Beechurst Avenue to Water Street

Clark Street, from Coban Avenue to Kingwood Street

Clay Street, from Wharf Street to Hurley Street

Coban Avenue, from Grand Street to Edgewood Street

Court Street, from Chestnut Street to University Avenue

Court Street, from Spruce Street to High Street

Edgehill Street, from Alma Street to Overdale Street

Edgewood Street, from Cobun Avenue to Wilson Avenue

Elmina Street from Dewey Street to Lyndhurst Street

Fawley Lane, from Grafton Road to Grafton Road in a northerly direction (Dorseys Knob)

Fayette Street, from University Avenue to Dead End

Fayette Street, from Water Street to University Avenue

First Street, from Grant Avenue to University Avenue



Complete List One-Way Street and Restricted Turns

Forest Avenue, from High Street to Chestnut Street

Forest Avenue, from High Street to Spruce Street

Fortney Street, from Charles Avenue to Richwood Avenue

Front Street, Lyndhurst Avenue to driveway of 232 Front Street in a northerly direction

Gem Street, from Locust Avenue to Richwood Avenue

Grant Avenue, from Eighth Street to Campus Drive

Hagan Street, from Park Street to Grand Street

High Street, from Willey Street to Kirk Street

Hough Street, from University Avenue to Beechurst Avenue

Jones Avenue, from Overhill Street to Stewart Street

Kirk Street, from High Street to Spruce Street

Maiden Lane, from College Avenue to North High Street

Manville Street, from Winsley Avenue to Winsley Avenue in an easterly direction

Maryland Avenue, from Brockway Avenue to Cobun Avenue

McLane Avenue, from Third Street to Eighth Street

Moore Street, from University Avenue to Garrett Street

Moreland Street, from City Lot to University Avenue

North High Street, from Prospect Street to Willey Street

North Spruce Street, from Willey Street to Prospect Street

Pearl Avenue, from Richwood Avenue to East Prospect Street

Pleasant Street, from University Avenue to Spruce Street

Pocahontas Avenue, from Collins Ferry Road to University Avenue

Prairie Avenue, from Wilson Avenue to Wagner Road



Complete List One-Way Street and Restricted Turns

- Prospect Street, from Willey Street to University Avenue
- Regent Street, from Globe Avenue to Astor Avenue
- Reid Street, from Chestnut Street to University Avenue
- Rotary Street, from Collins Ferry Road to Rebecca Street
- South Walnut Street, from Cobun Avenue to Brockway Avenue
- Spruce Street, from Kirk Street to Willey Street
- Stanton Avenue, from North Willey Street to Price Street
- Sturgiss Avenue, from Earl Core Road to Eljadid Street
- Walnut Street, from Spruce Street to University Avenue
- Waverly Street, from Belmar Avenue to Price Street
- Weaver Street, from Richwood Avenue to Oak Street
- Wharf Street, from Hurley Street to Clay Street

Turn Restrictions

Right Turns Prohibited

Street	Direction of Travel	Intersection at Which Right Turn Prohibited
--------	---------------------	---



Complete List One-Way Street and Restricted Turns

College Avenue	Easterly	College Avenue and North Willey Street
Pennsylvania Avenue	Easterly	Pennsylvania Avenue and Brockway Avenue
Richwood Avenue	Westerly	Richwood Avenue and Willey Street
University Avenue	Northerly	University Avenue and Dorsey Avenue
Linnehurst Street	Westerly	Linnehurst Street and Eugeniva Avenue
Buckhannon Avenue	Northerly	Buckhannon Avenue and Maple Avenue

Left Turns Prohibited

Street	Direction of Travel	Intersection at Which Left Turn Prohibited
Brockway Avenue	Easterly	Brockway Avenue and Pennsylvania Avenue
Dorsey Avenue	Northerly	Dorsey Avenue and University Avenue
North Willey Street	Northerly	North Willey Street and College Avenue
Willey Street	Westerly	Willey Street and Richwood Avenue
Willey Street	Westerly	Willey Street and University Avenue
Hough Street	Westerly	Hough Street and Beechurst Avenue
Laurel Street	Southernly	Laurel Street and Patteson Drive
Baldwin Street	Northerly	Baldwin Street and University Avenue
University Avenue	Southernly	University Avenue and Stewart St
Moreland Street	Westerly	Moreland Street and University Avenue
Kirk Street	Westerly	Kirk Street and University Avenue
Prairie Avenue	Westerly	Prairie Avenue and University Avenue
Clearview Street	Southernly	Clearview Avenue and Van Voorhis Road
Willey Street	Southernly	Willey Street and Monongalia Avenue



One-Way Streets and Prohibited Turns Index

Map Prepared by Marvin A. Davis, Geospatial Services Manager. Data collected by Hazel Parker, Geospatial Intern. Quality control performed by Engineering and Public Works Staff: Damien Davis, Meagan Deeley, and Drew Gatlin. Base data provided by the City of Morgantown, Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, © OpenStreetMap contributors, and the GIS User Community

2026

Coordinate System: NAD 1983 2011 StatePlane West Virginia North FIPS 4701 FtUS





One-Way Streets and Prohibited Turns
Fawley Ln Area

Map Prepared by Marvin A. Davis, Geospatial Services Manager. Data collected by Hazel Parker, Geospatial Intern. Quality control performed by Engineering and Public Works Staff: Damien Davis, Meagan Deeley, and Drew Gatlin. Base data provided by the City of Morgantown and WV GIS Technical Center.

Legend

- | | | | |
|--|---------------|--|----------------------|
| | No Left Turn | | Direction of Traffic |
| | No Right Turn | | |
| | | | Public Roads |



Year Created: 2026

Coordinate System: NAD 1983 2011 StatePlane West Virginia North FIPS 4701 FtUS



No Right Turn from Buckhannon Ave traveling Northerly



Legend	
	No Left Turn
	No Right Turn
	From-To
	To-From
	Public Roads

0 300 600 Feet

0 100 200 Meters

One-Way Streets and Prohibited Turns
Regent St Area

Map Prepared by Marvin A. Davis, Geospatial Services Manager. Data collected by Hazel Parker, Geospatial Intern. Quality control performed by Engineering and Public Works Staff: Damien Davis, Meagan Deeley, and Drew Gatlin. Base data provided by the City of Morgantown and WV GIS Technical Center.

Year Created: 2026

Coordinate System: NAD 1983 2011 StatePlane West Virginia North FIPS 4701 FtUS





**One-Way Streets and Prohibited Turns
Sabraton Area**

Map Prepared by Marvin A. Davis, Geospatial Services Manager. Data collected by Hazel Parker, Geospatial Intern. Quality control performed by Engineering and Public Works Staff: Damien Davis, Meagan Deeley, and Drew Gatlin. Base data provided by the City of Morgantown and WV GIS Technical Center.

Legend

- | | | | |
|--|---------------|--|----------------------|
| | No Left Turn | | Direction of Traffic |
| | No Right Turn | | |
| | | | Public Roads |

N



0 300 600 Feet

0 100 200 Meters

Year Created: 2026

Coordinate System: NAD 1983 2011 StatePlane West Virginia North FIPS 4701 FtUS





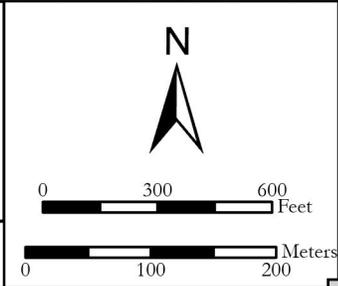
One-Way Streets and Prohibited Turns
Chancery Hill and South Park Area

Map Prepared by Marvin A. Davis, Geospatial Services Manager. Data collected by Hazel Parker, Geospatial Intern. Quality control performed by Engineering and Public Works Staff: Damien Davis, Meagan Deeley, and Drew Gatlin. Base data provided by the City of Morgantown and WV GIS Technical Center.

Year Created: 2026
Coordinate System: NAD 1983 2011 StatePlane West Virginia North FIPS 4701 FtUS

Legend

	No Left Turn		Direction of Traffic
	No Right Turn		
			Public Roads





**One-Way Streets and Prohibited Turns
Greenmont and South Park Area**

Map Prepared by Marvin A. Davis, Geospatial Services Manager. Data collected by Hazel Parker, Geospatial Intern. Quality control performed by Engineering and Public Works Staff: Damien Davis, Meagan Deeley, and Drew Gatlin. Base data provided by the City of Morgantown and WV GIS Technical Center.

Legend

- | | |
|---|--|
| <ul style="list-style-type: none">  No Left Turn  No Right Turn | <ul style="list-style-type: none"> Direction of Traffic  From-To  To-From  Public Roads |
|---|--|



0 300 600 Feet

0 100 200 Meters

Year Created: 2026

Coordinate System: NAD 1983 2011 StatePlane West Virginia North FIPS 4701 FtUS





**One-Way Streets and Prohibited Turns
Downtown Area**

Map Prepared by Marvin A. Davis, Geospatial Services Manager. Data collected by Hazel Parker, Geospatial Intern. Quality control performed by Engineering and Public Works Staff: Damien Davis, Meagan Deeley, and Drew Gatlin. Base data provided by the City of Morgantown and WV GIS Technical Center.

Legend

- No Left Turn
- No Right Turn
- Direction of Traffic From-To
- Direction of Traffic To-From
- Public Roads

Year Created: 2026

Coordinate System: NAD 1983 2011 StatePlane West Virginia North FIPS 4701 FtUS



0 300 600 Feet

0 100 200 Meters

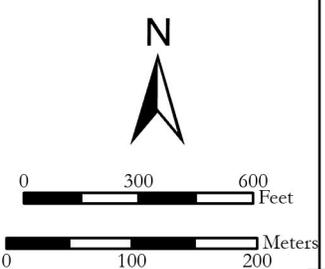


**One-Way Streets and Prohibited Turns
Hough St and Prospect St Area**

Map Prepared by Marvin A. Davis, Geospatial Services Manager. Data collected by Hazel Parker, Geospatial Intern. Quality control performed by Engineering and Public Works Staff: Damien Davis, Meagan Deeley, and Drew Gatlin. Base data provided by the City of Morgantown and WV GIS Technical Center.

Legend

Prohibited Turns	Direction of Traffic
No Left Turn	From-To
No Right Turn	To-From
	Public Roads



Year Created: 2026
Coordinate System: NAD 1983 2011 StatePlane West Virginia North FIPS 4701 FtUS



One-Way Streets and Prohibited Turns
Willey St and East End Village Area

Map Prepared by Marvin A. Davis, Geospatial Services Manager. Data collected by Hazel Parker, Geospatial Intern. Quality control performed by Engineering and Public Works Staff: Damien Davis, Meagan Deeley, and Drew Gatlin. Base data provided by the City of Morgantown and WV GIS Technical Center.

Legend

	No Left Turn		From-To
	No Right Turn		To-From
			Public Roads

North Arrow

0 300 600 Feet

0 100 200 Meters

Year Created: 2026
Coordinate System: NAD 1983 2011 StatePlane West Virginia North FIPS 4701 FtUS

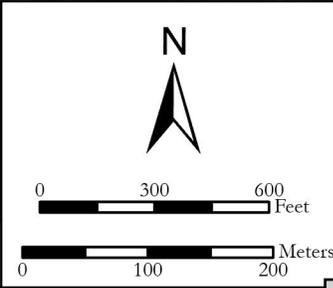


One-Way Streets and Prohibited Turns
Stanton Ave and Mountaineer Middle School Area

Map Prepared by Marvin A. Davis, Geospatial Services Manager. Data collected by Hazel Parker, Geospatial Intern. Quality control performed by Engineering and Public Works Staff: Damien Davis, Meagan Deeley, and Drew Gatlin. Base data provided by the City of Morgantown and WV GIS Technical Center.

Year Created: 2026
 Coordinate System: NAD 1983 2011 StatePlane West Virginia North FIPS 4701 FtUS

Legend	
	No Left Turn
	No Right Turn
	Direction of Traffic
	From-To
	To-From
	Public Roads





**One-Way Streets and Prohibited Turns
Sunnyside Area**

Map Prepared by Marvin A. Davis, Geospatial Services Manager. Data collected by Hazel Parker, Geospatial Intern. Quality control performed by Engineering and Public Works Staff: Damien Davis, Meagan Deeley, and Drew Gatlin. Base data provided by the City of Morgantown and WV GIS Technical Center.

Legend

- | | | | |
|--|---------------|--|----------------------|
| | No Left Turn | | Direction of Traffic |
| | No Right Turn | | |
| | | | Public Roads |



0 300 600 Feet

0 100 200 Meters

Year Created: 2026

Coordinate System: NAD 1983 2011 StatePlane West Virginia North FIPS 4701 FtUS





**One-Way Streets and Prohibited Turns
Hart Field Rd Area**

Map Prepared by Marvin A. Davis, Geospatial Services Manager. Data collected by Hazel Parker, Geospatial Intern. Quality control performed by Engineering and Public Works Staff: Damien Davis, Meagan Deeley, and Drew Gatlin. Base data provided by the City of Morgantown and WV GIS Technical Center.

Legend

- | | | | |
|--|---------------|--|----------------------|
| | No Left Turn | | Direction of Traffic |
| | No Right Turn | | |
| | | | Public Roads |



Year Created: 2026

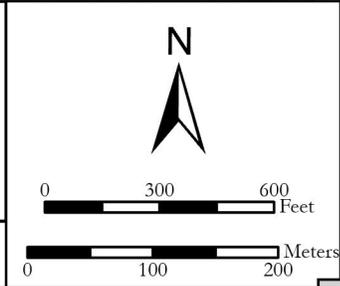
Coordinate System: NAD 1983 2011 StatePlane West Virginia North FIPS 4701 FtUS



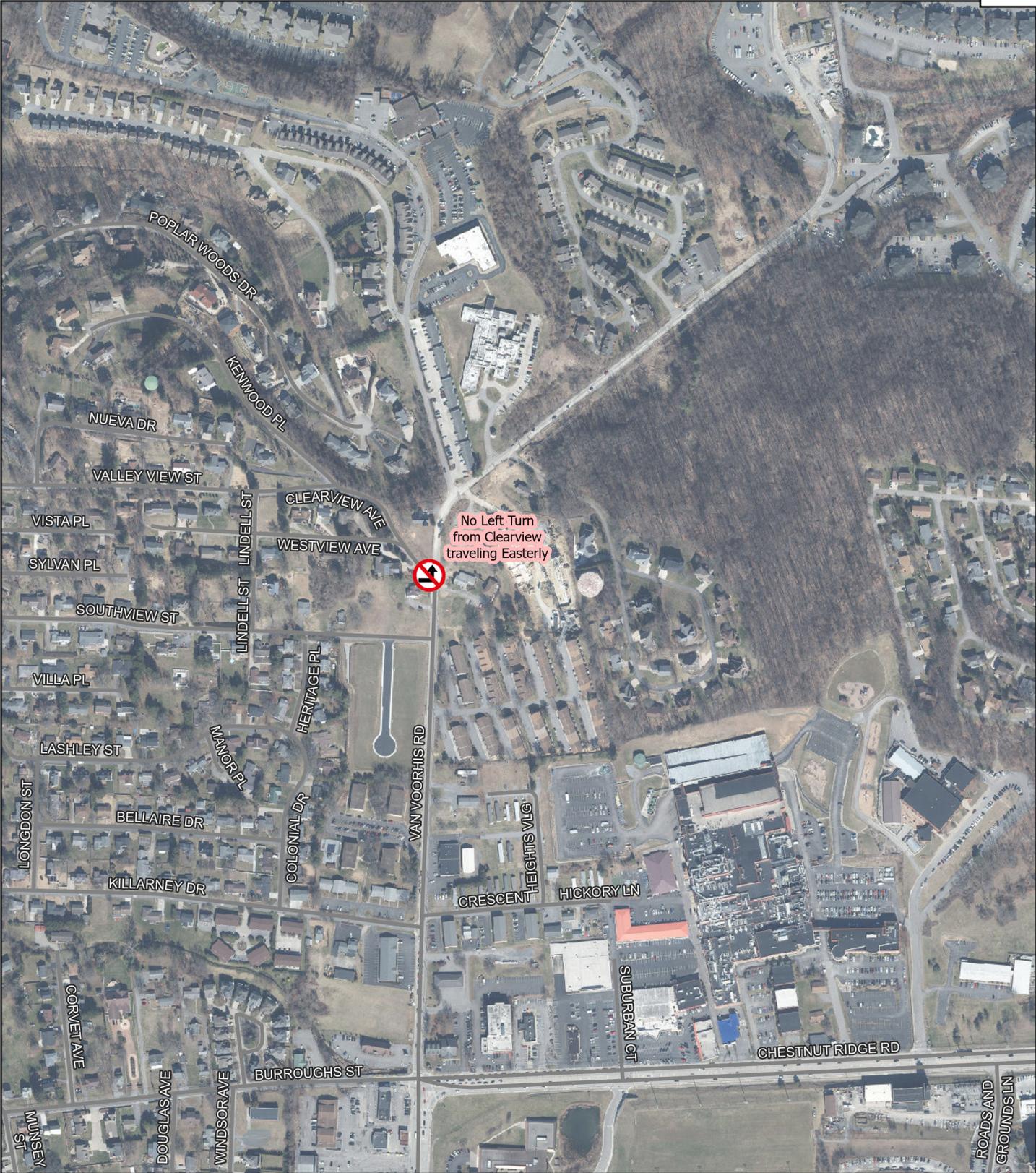
One-Way Streets and Prohibited Turns
Suncrest and Evansdale Area

Map Prepared by Marvin A. Davis, Geospatial Services Manager. Data collected by Hazel Parker, Geospatial Intern. Quality control performed by Engineering and Public Works Staff: Damien Davis, Meagan Deeley, and Drew Gatlin. Base data provided by the City of Morgantown and WV GIS Technical Center.

Legend	
	No Left Turn
	No Right Turn
	Direction of Traffic
	From-To
	To-From
	Public Roads



Year Created: 2026
Coordinate System: NAD 1983 2011 StatePlane West Virginia North FIPS 4701 FtUS



No Left Turn
from Clearview
traveling Easterly

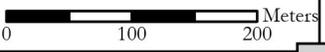


One-Way Streets and Prohibited Turns
Van Voorhis Rd and Southview St Area

Map Prepared by Marvin A. Davis, Geospatial Services Manager. Data collected by Hazel Parker, Geospatial Intern. Quality control performed by Engineering and Public Works Staff: Damien Davis, Meagan Deeley, and Drew Gatlin. Base data provided by the City of Morgantown and WV GIS Technical Center.

Legend

- | | | | |
|--|---------------|--|----------------------|
| | No Left Turn | | Direction of Traffic |
| | No Right Turn | | |
| | | | Public Roads |



Year Created: 2026

Coordinate System: NAD 1983 2011 StatePlane West Virginia North FIPS 4701 FtUS



City Council Agenda Item Summary

Council Meeting Date: February 17, 2026

Item: Ordinance approving a Gas Line Easement at 495 Falling Run Road, Morgantown, WV 26505
Department: Engineering and Public Works
Requested By: Damien Davis, Director
Strategic Goal: Connected and Well Maintained

Recommended Motion:

Move to approve a resolution approving a Gas Line Easement at 495 Falling Run Road.

Item Summary: William Todd Moores has requested an easement to install a new gas service line across a City-owned property identified with APN #12-20-485 located near 495 Falling Run Road, Morgantown, WV 26505. The City-owned parcel is currently classified as Utility Vacant Land, as it contains an active 8-inch water main and an abandoned gas service line within its boundaries.

Engineering & Public Works staff have reviewed the request and identified no technical or risk concerns. Staff has also communicated with the utility provider and MUB regarding this request. The proposed easement follows the parcel boundary, minimizing impacts to the property and conflicts with other utilities.

Staff evaluated fair market value* for the easement based on the County Assessor's appraised land value and the proposed easement area (approximately 12.3% of the parcel). This estimate reflects a one-time easement fee, not an annual or recurring charge. Based on this analysis, a one-time easement fee of \$2,000 is recommended to will be collected based on the below calculations.

* Fair market value: Staff estimated the fee would range between \$1,848 and \$2,217.69, based on the calculations below using a percentage of the total parcel value proportional to the easement area.

1. Appraised land value (per Assessor's website): \$60,100.00
2. Total parcel area: 6,165.9 sq. ft.
3. Proposed easement area: 760.9 sq. ft.
4. Easement area as a percentage of parcel: $760.9 \div 6,165.9 \approx 12.3\%$

City Council Agenda Item Summary

5. Applying that percentage to the land value: $\$60,100 \times 0.123 = \$7,392.30$

Since this is an easement and not a fee-simple acquisition, applying 25%–30% of the proportional land value results in a recommended fee range of \$1,848 to \$2,217.69.

Fiscal Impact: The proposed easement will provide \$2,000 in unbudgeted revenue.

Ordinance No. 2026-____

**AN ORDINANCE AUTHORIZING GRANT OF AN EASEMENT OVER CITY
PROPERTY**

The City of Morgantown hereby ordains as follows:

Section 1. Findings and Purpose.

City Council finds and concludes that, pursuant to Section 2.12 of the City Charter, an ordinance enacted by City Council is required in order to convey or lease or authorize the conveyance or lease of any lands from the City or to the City, and City Council further finds and concludes that the grant of easement described by this Ordinance should be, and hereby is, authorized by adoption of this ordinance.

Section 2. Authorization of Easement.

(a) The City Manager is hereby authorized to execute and deliver an easement, substantially in the form attached hereto, granting a perpetual, nonexclusive easement and right-of-way to Paige S. Stoehr and William Todd Moores, joint tenants with right of survivorship, for purposes of a customer gas service line, over and upon property of The City of Morgantown designated Parcel Identification Number (PID) 31-12-0020-0485-0000 on the Tax Map of the Assessor of Monongalia County.

(b) Execution and delivery of the easement shall be conditioned upon the determination of the City Manager that such delivery is in compliance with all applicable laws, rules, and regulations, and upon payment by or on behalf of the grantees of the sum of Two Thousand Dollars (\$2,000.00).

Section 3. Repeal, Savings, Severability.

Any section of this Code repealed or modified by a subsequent ordinance will continue in force until the effective date of the repealing ordinance.

The repeal or modification of any part of this Code does not affect any existing right acquired, or liability or obligation incurred, under the code sections amended or repealed unless the modifying ordinance expressly so provides. Any repealed or modified part of this Code will remain in force for the purpose of sustaining any proper legal proceedings and prosecutions related to the enforcement of such right or liability brought prior to the repeal or modification.

The repeal of any repealing ordinance, clause, or provision does not revive any former ordinance, clause, or provision unless expressly provided by ordinance.

If any provision of this Ordinance, or the application of this Ordinance to any person or circumstance, is held invalid by a court of competent jurisdiction or other entity or agency having jurisdiction to make such determination, the remainder of this Ordinance and the application to other persons or circumstances remain in effect.

Section 4. Effective date; application. This ordinance shall be effective upon adoption. This Ordinance does not affect rights, duties, or liabilities that matured, penalties that were incurred, and proceedings that were begun, before its effective date. The law remains in force for the purpose of sustaining any proper action or prosecution for the enforcement of the right, penalty, forfeiture or liability.

Section 5. Recording of ordinance. The City Clerk is directed to obtain all signatures required by the form of Ordinance adopted and maintain an executed original ordinance with the official records of the City of Morgantown, to be maintained, preserved, and accessed in accordance with the laws of the State of West Virginia and the City of Morgantown, and to take the following additional actions: Record, upon receipt, an executed copy of the easement authorized herein with the official records of the City.

FIRST READING: _____

Mayor

SECOND READING: _____

ADOPTED: _____

City Clerk

FILED: _____

Utility Easement

This **UTILITY EASEMENT** (this "**Agreement**"), dated as of the ____ day of _____, 2026 (the "**Effective Date**"), is executed by and between **The City of Morgantown, West Virginia**, a West Virginia municipal corporation (the "**Grantor**") and **Paige S. Stoehr and William Todd Moores**, joint tenants with right of survivorship (the "**Grantee**"), upon the following terms and conditions:

1. Grant of Easement. For good and valuable consideration of Ten and 00/100 Dollars (\$10.00) and other valuable considerations paid, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby grants to Grantee and its lessees, licensees, successors, and assigns, with covenants of special warranty, subject to the terms and conditions of this Agreement, a perpetual nonexclusive easement and right of way (the "**Easement**") in, under, through, over, across, and upon the Grantor's Land (as defined in Section 2 below), with the right, privilege, and authority to:

(a) Construct, reconstruct, install, relocate, extend, repair, replace, maintain, operate, inspect, patrol, abandon, redesign, rebuild, alter, or remove **a customer gas service line, including access points, and/or other appurtenances** (collectively, the "**Facilities**"), by any means, whether now existing or hereafter devised, for public or private use, in, upon, over, under, and across that portion of the Grantor's Land described in Section 3 below (the "**Easement Area**") and to renew, replace, add to, and otherwise change the Facilities and each and every part thereof and the location thereof within the Easement Area, and utilize the Facilities within the Easement Area for the purpose of providing gas service on the property of the Grantee and others.

2. Description of Grantor's Land. Grantor is the owner of certain land located in the City of Morgantown, Monongalia County, West Virginia designated as Parcel Identification Number (PID) 31-12-0020-0485-0000 on the Tax Map of the Assessor of Monongalia County, and being a portion of the property conveyed to Grantor in that certain deed dated September 15, 1950, by and between The Morgantown Water Company, Grantor, and The City of Morgantown, Grantee, and recorded in the office of the Clerk of the County Commission of Monongalia County, West Virginia at Deed Book 454, page 410 ("**Grantor's Land**").

3. Easement Area. The Easement Area shall consist of a portion of the Grantor's Land, eight (8) feet in width throughout its extent, being four (4) feet on either side of a centerline described as follows:

Beginning at a point standing on the eastern r/w limits of Protzman Street, said point is located

S 44°16'14" W 4.60 feet from the corner of Lots 28 and 29; thence with line through Lot 29, (City of Morgantown, Deed Book 454, Page 410)

S 75°15'57" E 91.80 feet to a point in line of Lots 29 and 40, said point is located **S 38°02'18" W 4.36** feet from a 5/8" iron pin found, corner to Lots 7, 28, 29 & 40. Said proposed 8' gas line right of way is shown on plat prepared by Paul D. Harbert, PS No. 862 of McCoy Land Surveying dated November 2025 revised on November 20, 2025 attached hereto and made part of this description.

All as depicted on a "Plate of Proposed 8' Gase Line R/W Through Lot 29, Block 4 University Place No. 2," shown on "**Exhibit A**" attached hereto, and incorporated herein by reference, (the "**Easement Area**").

4. Facilities Ownership. The Facilities shall remain the property of the Grantee, its successors and assigns.

5. Restrictions on Grantor. Grantor, for itself, its heirs, legal representatives, successors, and assigns, hereby covenants and agrees with the Grantee that:

(a) No act will be permitted within the Easement Area which is inconsistent with the Easement.

(b) Except as expressly permitted in this Agreement, no buildings or structures, or replacements thereof or additions thereto, swimming pools, or obstructions will be erected or constructed above or below grade within the Easement Area.

6. Reserved Rights. Grantor and those claiming through Grantor reserve the right to use the Easement Area for any legal purpose not inconsistent with this Agreement, including the right to:

(a) Conduct installation, reinstallation, constructing, reconstructing, placing, replacing, inspecting, repairing, maintaining, and removing of an existing water line within Grantor's property, the location of which is not precisely identified.

(b) Occupy and use the Easement Area for any other purpose not inconsistent with the maintenance of the customer service line described herein, including without limitation the installation, reinstallation, constructing, reconstructing, placing, replacing, inspecting, repairing, maintaining, and removing of aboveground and subsurface utilities.

(c) Cross and recross the Easement Area.

(d) Approve any proposed relocation of the Facilities by Grantee, in Grantor's sole and absolute discretion.

None of the above actions by Grantor shall unreasonably interfere with, obstruct, or endanger any rights granted to Grantee.

7. Restrictions on Grantee. Grantee, for themselves, their heirs, legal representatives, successors, and assigns, hereby covenants and agrees with Grantor that:

(a) No act will be permitted within the Easement Area which is inconsistent with the Easement.

(b) No facilities, including without limitation utility lines, existing on or in Grantor's Property and/or the Easement Area will be disturbed, damaged, or destroyed by use of the Easement Area by or on behalf of Grantee.

Address: 495 Falling Run Road, Morgantown, WV
26505

Any party may change its address for purposes of this Section 12 by giving written notice as provided in this Section 12. All notices and demands delivered by a party's attorney on a party's behalf shall be deemed to have been delivered by said party. Notices shall be valid only if served in the manner provided in this Section 12.

12. Amendment. This Agreement may not be modified, amended, or terminated except in a writing signed by each party hereto.

13. Counterparts. This Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original for all purposes, and all such counterparts shall together constitute but one and the same instrument.

14. Authority. Both parties represent and warrant that they have the authority to execute this Agreement and each individual signing on behalf of a party to this Agreement states that they are the duly authorized representative of the signing party and that their signature on this Agreement has been duly authorized by, and creates the binding and enforceable obligation of, the party on whose behalf the representative is signing.

15. Further Cooperation. Each signatory to this Agreement agrees to execute such other documents and to perform such other acts as may be reasonably necessary or desirable to carry out the provisions hereof and give effect to the transactions contemplated hereby.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

GRANTOR:

The City of Morgantown, West Virginia

By: _____

Name:

Title:

GRANTEE:

Paige S. Stoehr

By: _____

Name: Paige S. Stoehr

GRANTEE:

William Todd Moores

By: _____

Name: William Todd Moores

EXHIBIT A
Easement Area

Private Utility Easement for 495 Falling Run Rd

Council Meeting Date: February 17, 2026

Summary



This agenda item requests Council authorization related to a proposed Private Utility Easement necessary for private infrastructure purposes.



The easement will allow for access, installation, operation, inspection, and long-term maintenance of private gas service line.



Approval of the easement is required to support safe, reliable infrastructure development and responsible use of City-owned property to accommodate residential growth.

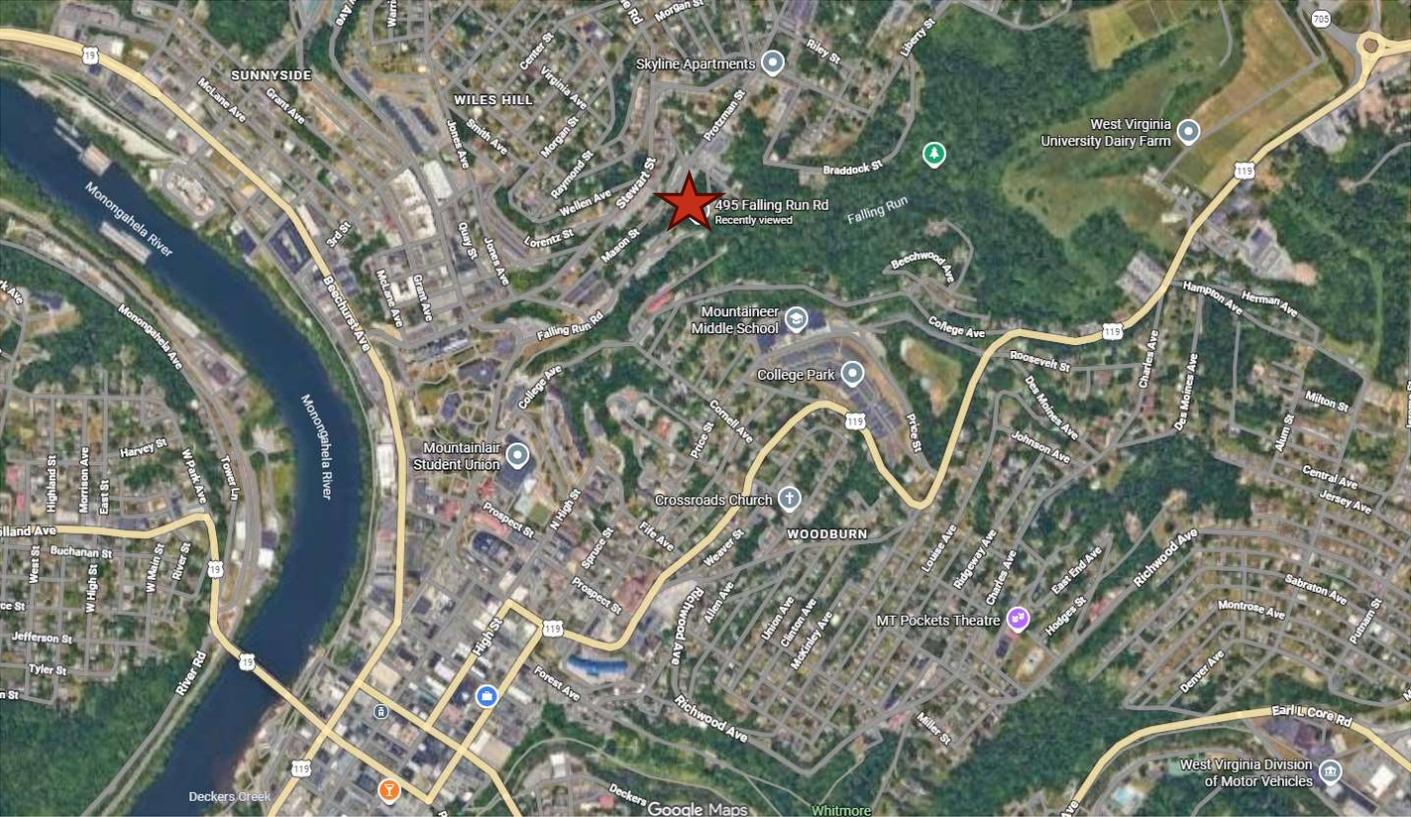


The City-owned parcel is currently classified as Utility Vacant Land.



Staff evaluated fair market value for the easement based on the County Assessor's appraised land value. a one-time easement fee of \$2,000 will be collected prior to any construction.

Location





City Parcel

Gas Main

Proposed new gas service line

Proposed Private Utility Easement

William Todd Moores Parcel

Existing abandoned in place gas main service

Blue Sky Realty Parcel

Enlarge Detailed View

Impacts and Considerations

- The proposed private easement is not expected to result in permanent adverse impacts to adjacent properties or City Parcel.
- No changes to zoning, land use, or property ownership are associated with this request.
- Construction impacts, if any, will be temporary and limited in duration.
- City staff have coordinated with relevant departments and the City Attorney's Office to prepare the easement document.

Recommendation and Next Steps



Staff recommends Council approval of the proposed utility easement.



Approval will allow the property owner to formalize access and proceed with ongoing operations.



Upon approval, the easement will be executed and recorded as required.



Staff will continue to coordinate with the property owner and relevant departments.

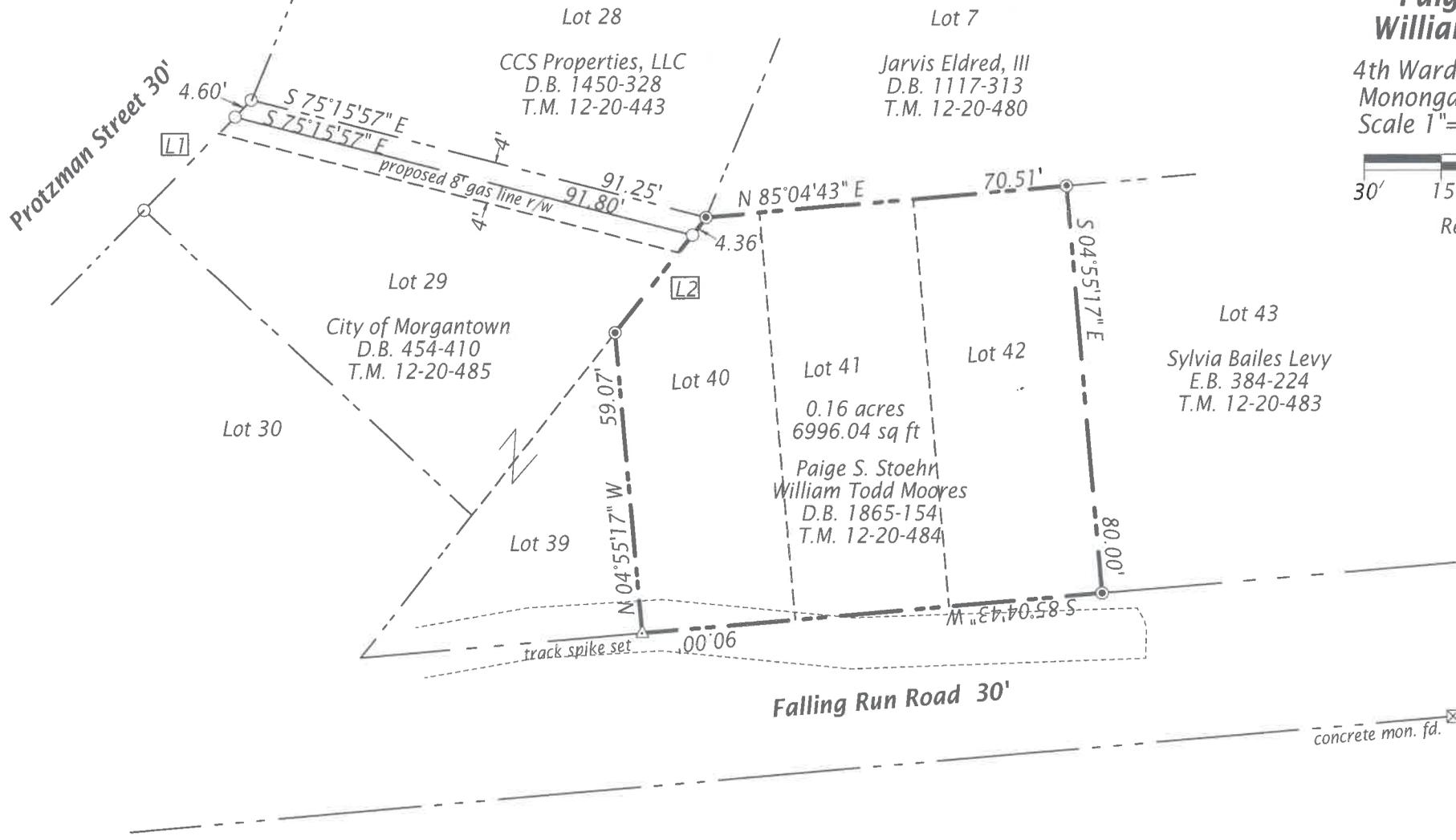


No further Council action is anticipated following approval.

NOTE: THIS SURVEY NOT VALID WITHOUT ORIGINAL BLUE SIGNATURE.
 THIS SURVEY DECLARATION IS MADE ON THE DATE INDICATED, TO THE OWNER OR BUYER LISTED BELOW. IT IS NOT TRANSFERABLE TO ADDITIONAL INSTITUTIONS OR SUBSEQUENT OWNERS OR BUYERS.
 NOTE: SURVEY WAS CONDUCTED WITHOUT THE BENEFIT OF LAWYER'S TITLE REPORT AND MAY NOT REFLECT ALL EXCEPTIONS, RIGHTS OF WAY, EASEMENTS OR RESTRICTIONS.

Line Chart		
Id	Bearing	Distance
L1	N 44°16'14" E	30.00'
L2	N 38°02'18" F	28.60'

Plat of Proposed 8' Gas Line R/W
 Through Lot 29, Block 4
 University Place No. 2
 Surveyed For
**Paige S. Stoehr &
 William Todd Moores**
 4th Ward City of Morgantown
 Monongalia Co. West Virginia
 Scale 1"=30' November 2025



Paul D. Harbert
 PS No. 862
 Paul D. Harbert, PS
 McCoy Land Surveying
 Monongah, WV (304) 534-5562

Deed Ref. 454-410
 Plat Ref. 189-505 & Map Cabinet 5, File # 112A
 Tax Map 12-20-485

