



**Lake Lynn Generation, LLC**  
c/o Eagle Creek Renewable Energy, LLC  
7315 Wisconsin Avenue, Suite 1100W  
Bethesda, Maryland 20814  
240.482.2700

August 22, 2025

Debbie-Anne Reese, Secretary  
Federal Energy Regulatory Commission  
ATTN: OEP/DHAC  
888 First Street, NE  
Washington, DC 20426

**Re: Project No. 2459-283 – Response to August 7, 2025 Request for Additional Information**

Dear Secretary Reese,

Lake Lynn Generation (LLG) appreciates the opportunity to provide additional details regarding the operation and maintenance of our recreation facilities at Cheat Lake Park (Park). Our goal remains to offer a visitor experience that is safe, accessible, and enjoyable, consistent with our Recreation Management Plan and license requirements.

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**1. Restroom Facilities, Water Fountains, and Potable Water**

- The existing water line that services the Park was installed in 1999. The water line connects with the Albert Gallatin Municipal Authority (AGMA) near the powerhouse and substation and runs 1.5 miles along the north trail to service points at the park and beach facilities.
- Since October 2023, LLG has worked diligently to identify and repair more than ten water leaks at a cost of \$50,569. The approximate locations of the repaired leaks are shown in Figure 1.
- Despite numerous repairs, the line continues to lose a substantial amount of water. AGMA's service area production capacity is 300,000 gallons per day (GPD), and the leaks have resulted in an average loss of approximately 60,000 GPD, representing about 20% of total production. This rate of loss depletes AGMA's tank storage every five days.
- For the reasons stated above, on or about June 12, 2025, AGMA turned off the water to the Park. At LLG's urging, AGMA turned the water back on for the July 4 holiday weekend, and every weekend since.
- As an interim measure, four portable toilets, including one wheelchair-accessible unit (Figure 2), are provided and serviced twice weekly (Mondays and Thursdays) during the recreation season (April–October). LLG will continue to provide portable toilets until water service is restored to the Park.
- While required in the current Recreation Plan, potable water for drinking isn't essential in parks, as visitors can reasonably be expected to bring their own. However, LLG provided

bottled water to park users throughout the entire July 4 holiday weekend and has installed a water dispenser outside the Park's security office near the playground. (See Figure 3.) The dispenser is available free of charge during park operating hours.

- LLG evaluated several alternatives to the existing AGMA water line, including, but not limited to, a new water line, a new well, and/or an above-ground storage tank. On August 8, 2025, LLG signed an agreement with the Morgantown Utility Board (MUB) for a new water line to the Park, beginning in 2027. See Attachment A.

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## **2. Ground Maintenance and Debris Removal**

- Maintenance is conducted daily from April through September and twice weekly from October through March.
- Daily maintenance is conducted for tasks such as cleaning and sanitizing restrooms, checking the playground, emptying trash cans, and disposing of litter and garbage.
- Weekly maintenance tasks include, but are not limited to, mowing and weeding, and trail maintenance and vegetation clearing.
- Many tasks are non-routine and are conducted on an as-needed basis. This category includes minor repairs to park equipment, large debris removal from the beach, beach sand refurbishment, replacing signs, and large tree removal.
- The steep topography adjacent to Cheat Lake, combined with the absence of effective upland (outside of the project boundary) sediment and erosion controls and increasingly severe storms, has caused large trees to fall onto the park's trail with growing frequency, creating non-routine maintenance that is more time-consuming and costly. Over the past two years, approximately 100 downed trees have been cleared from the trail. LLG removes downed trees within 24-48 hours, with limited exceptions.
- For annual maintenance costs, see Table 1.

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## **3. Interpretive Displays and Trail Lighting**

- The interpretive displays were replaced in April 2024. They are clean and legible with weatherproofing and UV-protective measures (Figures 4, 5, and 6).
- Cheat Lake Park closes at dusk. The Recreation Plan does not require trail lighting. There are 36 trail lights at regular intervals that are illuminated only when events are scheduled at the Park after dark. See Figures 7 and 8.

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#### 4. Vandalism and Security Measures

- Regular security patrols have proven effective, with no material vandalism occurring in the past year beyond the minimal impacts expected from normal public use.
- Lake Lynn conducts security and maintenance patrols daily April through September and twice per week October through March.
- Current security measures, protocols, and patrols are adequate to deter vandalism and ensure proper maintenance at the Park.
- Annual security costs are summarized in Table 1.

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Addressing expectations that go beyond the current level of maintenance and security at the Park would almost certainly require LLG to begin charging an entry fee for park users. LLG is evaluating the possibility of implementing such a fee beginning in 2026 to help offset the costs of installing a new water line and undertaking other necessary repairs and upgrades. Under FERC regulations, specifically 18 CFR §2.7, licensees are permitted to collect reasonable fees from users to defray the costs of constructing, operating, and maintaining recreational facilities.

Lake Lynn Generation (LLG) is proud that Cheat Lake Park remains well-maintained, safe, and welcoming for the public, with daily attention to cleanliness, prompt removal of fallen trees, effective security patrols, and ongoing care of facilities. While challenges with the aging water line have necessitated interim measures, LLG has invested significant resources to address leaks and has executed an agreement with the Morgantown Utility Board to provide a long-term solution, effective beginning in 2027. In the meantime, portable restrooms and a water dispenser have ensured continuity of visitor services. Through these efforts, LLG continues to uphold its commitment to providing a high-quality recreational experience and to resolving the water line issues responsibly and effectively.

Sincerely,



Jody J. Smet  
Vice President, Regulatory Affairs  
Lake Lynn Generation, LLC

# Appendices

**Figure 1: A reference map showing locations of water line repairs.**



**Figure 2: An ADA-accessible portable toilet (grey, on the left) is available outside the restrooms and security station at the main park. ADA parking is available immediately adjacent.**



**Figure 3: A water refilling station is available outside of the restrooms and security station at the playground.**



Figure 4: Interpretative signs are legible and clean.

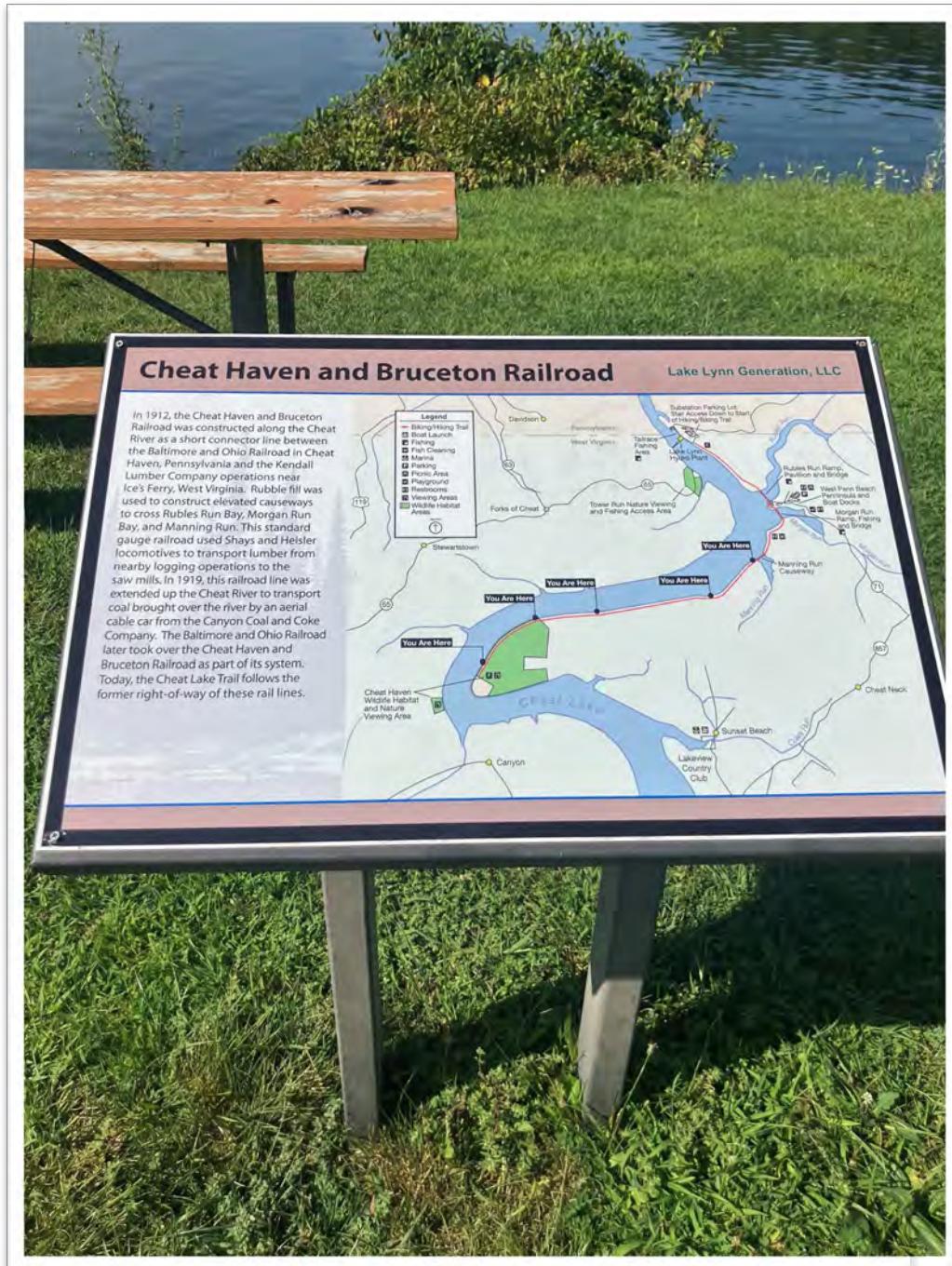
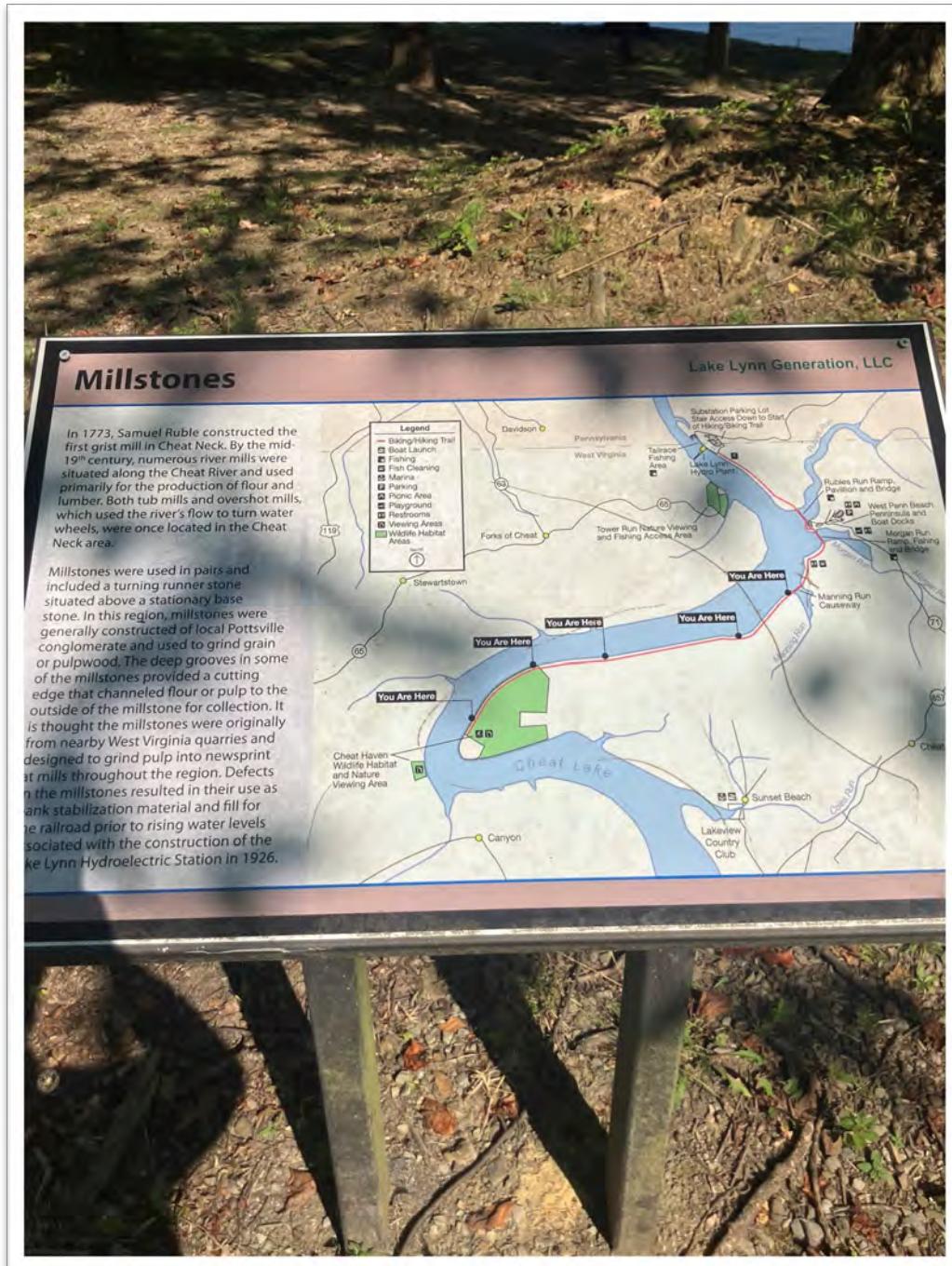


Figure 5: Interpretative signs are legible and clean.



**Figure 6: Interpretative signs are legible and clean.**



**Figure 7: Trail lights on at night.**

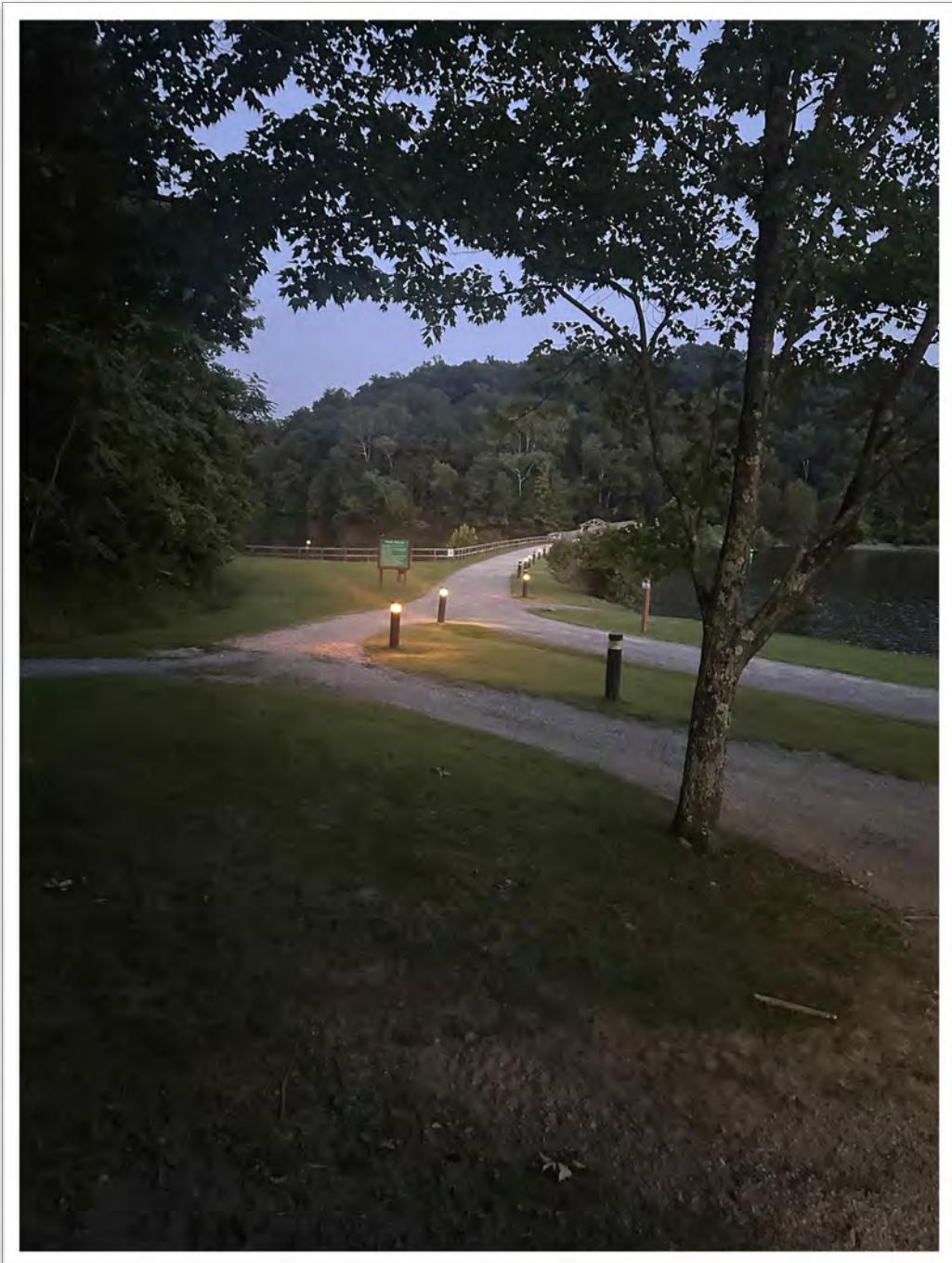


Figure 8: Main Park area showing path to North trail and trail lighting.



**Figure 9: The playground.**



**Figure 10: The beach area.**



**Figure 11: The swim beach.**



**Figure 12: The beach looking back towards the park.**



**Figure 13: South Trail before tree clearing.**



**Figure 14: South Trail before tree clearing.**



**Figure 15: South Trail after tree clearing.**



**Figure 16: South Trail after tree clearing.**



**Table 1: Park maintenance costs 2023-2025.**

<b>TASK</b>	<b>2023</b>	<b>2024</b>	<b>2025*</b>
<b>Operations &amp; Maintenance</b>	\$133,830	\$133,000	\$65,290
<b>Security</b>	\$20,520	\$20,850	\$9,262
<b>Special Projects**</b>	\$25,104	\$17,593	\$30,270
<b>Water Usage</b>	\$12,100	\$18,160	\$7,699
<b>TOTAL</b>	\$191,554	\$189,603	\$112,521

\*Through July

\*\*Special projects include water line repairs, trail and beach repairs, graveling of parking lots, and large tree removals

**WATER USER AGREEMENT**  
**(Morgans Run Road Area Water Line Extension Project)**

THIS WATER USER AGREEMENT (the "Agreement") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2025, by and between the Morgantown Utility Board, a political subdivision of the State of West Virginia ("Owner"), and prospective water customer(s) Lake Lynn Generation, LLC ("User").

**WHEREAS**, User desires to purchase public water from Owner and, therefore, requests that Owner undertake a project to construct water supply pipelines and ancillary facilities to deliver water to User and other prospective customers in the Morgans Run area of Monongalia County, West Virginia (the "Project"); and

**WHEREAS**, User desires to enter into this Agreement as required by Owner and potential project funding agencies in order to proceed with the Project; and

**WHEREAS**, in contemplation of, and reliance on, the rights, duties and other terms hereinbelow, Owner is willing to undertake the design and construction of the Project.

**NOW, THEREFORE, WITNESSETH**, that for and in consideration of the mutual covenants contained herein, and such other good and valuable consideration, the receipt and sufficiency of all of which are acknowledged, the parties agree as follows.

1. Subject to the terms and conditions of this Agreement, Owner shall design and construct the Project as preliminarily reflected on Exhibit A hereto. Following completion of the Project, Owner shall furnish, subject to the limitations set out in all applicable laws, rules and regulations now in force or as hereafter amended or enacted, such reasonable quantities of water in connection with User's residential occupancy of the following described property:

Street Address: Cheat Lake Park Morgans Run Road, Morgantown, WV 26508

Union District, Tax Map \_\_\_\_\_, Parcel # 18 8001700000000

Phone: 240-482-2700

Email: paralegal@eaglecreekre.com

2. Following completion of the Project, User agrees to pay as an additional charge to be included with the regular water bill, a “Surcharge”. The Surcharge shall be used by Owner to offset any debt service which may be necessarily incurred as the result of funding borrowed by Owner on behalf of User to finance the Project. The Surcharge shall be equal to the monthly debt service payments (principal and interest) divided by the number of customers served as the result of the Project. The exact amount of the Surcharge will be determined at the conclusion of the Project and will be established and approved by Owner and published as a tariff or as a supplement thereto.

3. The Surcharge shall be reviewed annually and, in the event the number of customers served as the result of the Project changes, the Surcharge shall be increased or decreased accordingly in order to ensure that the full amount of the debt service is collected from the customers served by the Project.

4. User acknowledges that Owner has applied for and obtained on User’s behalf an Abandoned Mine Lands grant from the West Virginia Department of Environmental Protection, the exact amount of which is not yet known. Once the amount of the grant is determined, the grant shall be used in determining the amount of the Surcharge.

5. At the completion of the Project, User also agrees to pay a tap fee in an amount equal to that provided for in Owner’s then approved tariff. Failure to pay the tap fee and take water service shall not relieve User from paying the Surcharge.

6. User further agrees to grant to Owner, its successors and assigns, a perpetual easement and right-of-way in, over, under and upon the above-described land as may be necessary

and required for the purpose of ingress to and egress from said land in order to provide water service to User. Said easement and right-of-way (which shall be granted in a separate agreement) will grant to Owner the right to install, and thereafter use, operate, inspect, repair, maintain, replace and remove water pipelines and appurtenant facilities.

7. User shall install and maintain, at User's expense, a service line which shall begin at Owner's meter at the point of service as determined by Owner and extend to the dwelling or place of use.

8. User agrees to comply with and be bound by all applicable rules and regulations of Owner and the Public Service Commission of West Virginia now in force, or as hereafter duly enacted or amended. User also agrees to pay for water service at such rate, time and place as shall be determined by Owner and agrees to the imposition of such penalties for noncompliance as are now set out in Owner's tariff, are set forth in applicable law or which may be hereafter adopted and imposed by Owner. The rate structure for water use will be established and approved by Owner as legally applicable and published as a tariff. Public Service Commission Rules and Regulations and Owner's tariffs are available for inspection at Owner's office.

9. Owner shall have final authority in any question as to the location of the point of service and may terminate service if User permits the connection of an extension to User's service line to supply water to another person or entity.

10. User agrees that no other present or future source of water will be connected to any water lines served by Owner's water line and that User will disconnect from User's present water supply prior to connecting to and switching to Owner's system.

11. User shall connect User's service line to Owner's meter and shall commence to use water from Owner's system on the date water is made available to User by Owner. Water charges

to User, including the Surcharge, shall commence on the date service is made available, regardless of whether or not User connects to Owner's system.

12. Failure of User to timely pay water charges, including the Surcharge, in accordance with the then approved tariff shall result in penalties as prescribed by the Rules and Regulations of the Public Service Commission of West Virginia, including, without limitation, imposition of a late fee, termination of service, payment of reconnection fees and/or the filing of a lien against the above-described property.

13. In the event it is determined that water service to User's property is not feasible, this Agreement shall be null and void as to User and Owner shall not be under any obligation to provide service to the property. User acknowledges and agrees that Owner shall be the sole judge of whether water service to User's property is or is not feasible.

14. This Agreement shall be binding upon the parties hereto, their personal representatives, heirs, successors or assigns, as the case may be, and shall be irrevocable and run with the land subject hereof.

15. This Agreement will be interpreted, governed by and construed under the laws of the State of West Virginia.

16. The parties agree this Agreement may be recorded by Owner in the Office of the Clerk of the County Commission of Monongalia County, West Virginia.

[signatures on following page]

IN WITNESS WHEREOF, the said Lake Lynn Generation, LLC, a West Virginia limited liability company, authorized to do business in the State of West Virginia, has caused its name to be hereunto subscribed by Jody Smet, Senior Vice President, by authority duly given, and the said Morgantown Utility Board has caused its name to be hereunto subscribed by Michael W. McNulty, General Manager, by authority duly given. This Agreement has been executed on this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

**MORGANTOWN UTILITY BOARD**

**LAKE LYNN GENERATION, LLC**

By: \_\_\_\_\_

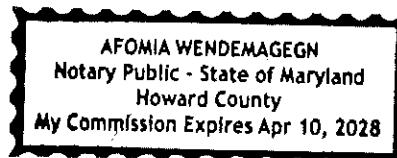
Michael W. McNulty  
General Manager

By: Jody Smet

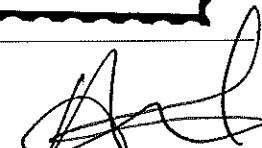
Jody Smet  
Senior Vice President

STATE OF MARYLAND,  
COUNTY OF MONTGOMERY, to-wit:

The foregoing instrument was acknowledged before me this 8<sup>th</sup> day of August, 2025, by Jody Smet, Senior Vice President, acting for and on behalf of Lake Lynn Generation, LLC.

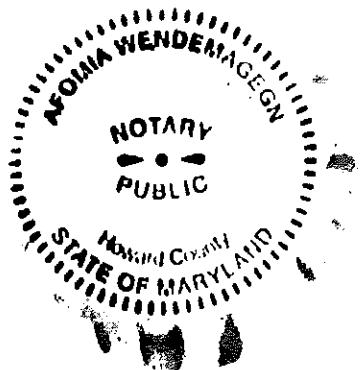


My commission expires: \_\_\_\_\_



(Notarial Seal)

Notary Public in and for the  
State of Maryland



STATE OF WEST VIRGINIA,  
COUNTY OF MONONGALIA, to-wit:

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2025, by Michael W. McNulty, General Manager of the Morgantown Utility Board, a political subdivision.

My commission expires: \_\_\_\_\_.

(Notarial Seal)

Notary Public in and for the  
State of West Virginia

This instrument prepared by: Morgantown Utility Board  
278 Greenbag Road  
P.O. Box 852  
Morgantown, West Virginia 26507-0852