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September 25, 2026

Via Email Only

Mayor Micheal George, Chair
Charles Town Utility Board
661 S George Street Suite 101
Charles Town, WV 25414
mgeorge@charlestownwv.us

Paul Mantello
Utility General Manager
Charles Town Utility Board
661 S George Street Suite 101
Charles Town, WV 25414
pmantello@ctubwv.com

Re: Kristin Stolipher — Notice and demand under Section 10 of Employment Agreement

Dear Mayor George and Mr. Mantello:

We represent Ms. Kristin Stolipher, the Board's former Utility General Manager. We write to put the Board on formal notice of its continuing legal and contractual obligations to her under Section 10 of her Employment Agreement, reaffirmed by the January 1, 2023 addendum. This notice is issued in light of the "investigation" announced during the Board's September 23, 2026, meeting regarding alleged irregularities surrounding the Sidewinder stormwater construction permit. Ms. Stolipher categorically disputes these allegations, denies any wrongdoing, and insists that the Board not use her departure to evade its clear duties under the contract.

The Board's announcement contemplated an internal inquiry, review by Board counsel, and the potential engagement of an independent investigator. Should an independent investigation proceed, Ms. Stolipher is prepared to cooperate fully and in good faith. As you well know, she has nothing to hide and performed her duties in compliance with all applicable laws. This is clearly a political witch hunt that is being put on so certain political figures can obtain applause from leftwing activists who have nothing better to do than be jealous of people with actual success and qualifications. We are also confident that



this investigation would never have been launched if Ms. Stolipher were a man and not a woman.

However, to ensure proper process and protect her contractual and legal rights:

- **All Communications Must Go Through Counsel:** The Board, its staff, and its legal counsel must not contact Ms. Stolipher directly for interviews, written statements, records, or inquiries of any kind. Every request must be directed solely to me.
- **Immediate Notice:** You must notify me immediately of any formal or informal accusation, claim, demand, referral, or proceeding involving Ms. Stolipher.

Under Section 10, which expressly survives the termination of her employment, the Board is bound to the fullest extent permitted by W. Va. Code § 8-12-7(b) to indemnify Ms. Stolipher against covered liabilities, losses, damages, expenses, and costs. Crucially, this requires the Board to provide and pay for legal counsel arising from the performance of her official duties. The launching of your unfounded politically motivated witch hunt clearly qualifies under Section 10.

Attorneys representing the Board do not represent Ms. Stolipher. Their participation does not satisfy the Board's duty to defend her. Accordingly, the Board is obligated to cover the reasonable and necessary attorney fees incurred by Ms. Stolipher's counsel of record, Campbell Casto Clark P.C, in connection with these matters. We demand that the Board confirm in writing, within five (5) business days of receipt of this letter, that it will honor this defense and remit payment for Campbell Casto Clark P.C.'s accrued and ongoing fees and costs.

If the Board intends to contest any portion of these obligations, you must provide the precise factual and contractual grounds for doing so in your response. A boilerplate reservation of rights will be treated as non-compliant.

Additionally, the Board must take immediate affirmative steps to preserve all records, whether physical or electronic, related to the preparation, review, issuance, withdrawal, or investigation of the Sidewinder stormwater permit. This instruction encompasses emails, text messages, internal memoranda, draft documents, minutes, and all correspondence with the West Virginia Department of Environmental Protection



(WVDEP). Routine document destruction or automatic deletion policies affecting these materials must be suspended immediately.¹

Nothing in this letter concedes that an initial inquiry constitutes a formal claim or demand, nor does it waive any rights, remedies, or defenses available to Ms. Stolipher. If the Board fails to confirm its compliance with Section 10, Ms. Stolipher will take all necessary legal action to enforce the agreement, including seeking damages for breach of contract, specific performance, and statutory and contractual fees and costs.

Govern yourselves accordingly.

Sincerely,

Daniel M. Casto

Daniel M. Casto

¹ We will be writing to you separately regarding your obligations related to the forthcoming defamation suit.