POCAHONTAS COUNTY COMMISSION

John Rebinski, President

Jamie Walker, Commissioner

Thane Ryder, Commissioner

900 Tenth Avenue Marlinton, West Virginia 24954
Telephone: (304)799-6063

Join Zoom Meeting https://us06web.zoom.us/j/81313613801
Meeting ID: 813 136 1801
By phone 1-929-205-6099 US (New York) 1-301-715-8592 US (Washington DC)
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October 21, 2025
Regular Session

5:30 p.m. Discussion and/or Action – Exoneration Orders; Approval of Minutes; Public Input and Hear Callers
5:35 p.m. Discussion and/or Action – Stephen Skinner, Legal Counsel for Opioid Litigation
5:45 p.m. Discussion and/or Action – Donna Ward, Region 4 - Budget Amendment and Change Order approved for the PMH HVAC Replacement Project
5:55 p.m. Discussion and/or Action – Amanda Smarr, Region 4 - Draw Request #19 for the Pocahontas County ARC Broadband Project

Other Agenda Items
(The following agenda items will be discussed during the meeting but have not been allotted for a time)

1. Approve Final Settlements and Orders
2. County Commission Mail Items/Concerns
3. Discussion and/or Action – Ethan Burgess, Handley Campground Project – Request for approval to proceed with Boardwalk Project
4. Discussion and/or Action – Letter of Support for Town of Marlinton ARC Power Project
5. Discussion and/or Action – Ben Brown, 911 Director – Approval of part-time 911 dispatcher and In-House Budget Revision and Resolution for Department 712- 911 Communication Center
6. Discussion and/or Action – Board Appointment to Pocahontas County 911 Advisory Board - Angela Wilfong to an unexpired term expiring June 30, 2028
7. Discussion and/or Action – PCHS Purple Star Military Club – Request for approval and recognition of Proclamation
8. Discussion and/or Action – Approval of Lease Agreement for 409 Second Avenue for EMS Ambulance
9. Discussion and/or Action – Opening and awarding of bids for heating oil for Courthouse Offices and Jail for November 1, 2025 – October 31, 2026
10. Discussion and/or Action – Removal/disposal list of equipment at Old Hanover Shoe/ARC building
11. Discussion and/or Action – Clarification of motion for hiring Adam Wright as Animal Control and Home Detention Office effective October 20, 2025
12. Approve Invoices

At a Regular Session of the Pocahontas County Commission held at the Courthouse situate in Marlinton, West Virginia, on the 21st day of October, 2025.

PRESENT: John Rebinski, President
Jamie Walker, Commissioner
Thane Ryder, Commissioner

Prior to the beginning of today's session, the Commission invited all individuals in attendance to stand and recite the Pledge of Allegiance.

IN RE: EXONERATION ORDERS APPROVED

A motion was made by Commissioner Ryder to approve the following Exoneration orders as present from the Assessor's Office, and noting no objections, motion carried.

Stephen & Sara Simmons Tax Year 2025

EXONERATION ORDER

STATE OF WEST VIRGINIA COUNTY OF POCAHONTAS

West Virginia Code 11-3-27 CID 5400

PERSONAL PROPERTY

At the regular term of the County Commission of Pocahontas County WV held at the Courthouse of said county, Commissioners John Rebinski, Jamie Walker and Thane Ryder on t 21st day of October 2025 issued the following order, which made and entered to wit.

Upon application of: Simmons Stephen & Sara

whose address is: 425 N Fork Loop Green Bank WV 24944

who provec to the satisfaction of the Comm ssion that they are aggrieved by an erroneous assessment of

$88.46 on a 2014 Chevrolet Tahoe in Green Bank District

Pocahontas Co. WV assessed at $ 7,020 in and for year 2025

If it has been paid, the sheriff shall refund the same to them or or if more than a year from the time the property books were delivered to the sheriff for the effected tax year, the sheriff shall allow a credit on future taxes payable.
The Commission certifies the following facts upon which it grants said relief

TAX YEAR 2025 Amount corrected $ 88.46
Plus (or minus) interest: $
Discount: $
Credit to be applied $ $88.46

Assessor Approved President, County Commission

IN RE: MINUTES APPROVED

A motion was made by Commissioner Walker to approve the minutes of the Special Meeting and the last regular session of the Commission held on the 7th[th] day of October, 2025, as presented, and noting no objections, motion carried.

IN RE: FINAL SETTLEMENTS AND ORDERS APPROVED

Commission President John Rebinski reviewed several final settlements and orders pertaining to estates as presented by the County Clerk's Office and, thereafter, approved same by placing his signature thereto.

IN RE: COUNTY COMMISSION MAIL ITEMS/CONCERNS

1. Copy – Fraternal Order of Police donation request.
2. Email – Mari Wolfe Proposed ESA Fee on Snowshoe Owners

IN RE: SIGN IN SHEET/HEAR CALLERS

None

IN RE: LEGAL COUNSEL FOR OPIOID LITIGATION

Stephen Skinner, Legal Counsel for Opioid Litigation requested the commission enter into executive session per the governmental open meeting act #12. A motion was made by Commissioner Ryder to enter into executive session, and noting no objections motion carried. At the end of the executive session a motion was made by Commissioner Ryder to end such session, and noting no objections, motion carried.

IN RE: REGION 4 - BUDGET AMENDMENT AND CHANGE ORDER APPROVED FOR THE PMH HVAC REPLACEMENT PROJECT

Donna Ward with Region 4 cancelled prior to today's meeting. No action was taken on this matter.

IN RE: HANDLEY CAMPGROUND PROJECT – REQUEST FOR APPROVAL TO PROCEED WITH BOARDWALK PROJECT

Commissioner Rebinski wanted to reiterate that the funds for this project will be out of the Hotel Occupancy Tax. A motion was made by Commissioner Ryder to approve the Handley Campground Project #2 The Board Walk Project, this motion is contingent that his business license is verified by the Secretary of State, and noting no objections, motion carried.

IN RE: REGION 4 - DRAW REQUEST #19 FOR THE POCAHONTAS COUNTY ARC BROADBAND PROJECT

Amanda Smarr met with the Commission by zoom to have Draw Request #19 approved for the Pocahontas County ARC Broadband Project. A motion was made by Commissioner Walker to approve Draw Request # 19 for the Pocahontas County ARC Broadband Project, and noting no objections, motion carried.

Pocahontas County Commission

JOHN REBINSKI
President
JAMIE WALKER
Commissioner
THANE RYDER
Commissioner

P-PCC-003
Resolution #19
October 21st, 2025

RESOLUTION OF THE Pocahontas County Commission APPROVING
INVOICES
RELATING TO THE POCAHONTAS COUNTY BROADBAND PROJECT AND AUTHORIZING PAYMENT
THEREOF

WHEREAS, the Pocahontas County Commission has reviewed the invoices attached hereto and incorporated herein by reference relating to the Pocahontas County Broadband Project to be Financed by the Appalachian Regional Commission (ARC) as follows

a) That none of the items for which the payment is proposed to be made has formed the basis for any disbursement theretofore made;
b) That each item for which the payment is proposed to be made is or was necessary in connection with the Project and constitutes a Cost of the Project;
c) That each of such costs has been otherwise properly incurred; and
d) That payment for each of the items proposed is now due and owing.

NOW, THEREFORE, BE IT RESOLVED by the Pocahontas County Commission the President Walt Helmick is hereby authorized to request payment of said invoices as follows:

Vendor	Invoice #	Total	ARC
Spilman Thomas & Battle	5546969	$1,475.00	$1,475.00
Frontier Communications	WVFLW29500925	$4,510.68	$4,510.68
Total		$5,985.68	$5,985.68

ADOPTED BY THE Pocahontas County Commission on the 21st day of October 2025

Pocahontas County Commission
By _____
John Rebinski, President

Pocahontas County Commission
By _____
Jamie Walker, Commissioner

Pocahontas County Commission
By _____
Thane Ryder, Commissioner

WV ARC RSBA

REQUEST FOR ADVANCE OR REIMBURSEMENT

(See instructions on back)

OMB APPROVAL NO.

1. TYPE OF PAYMENT REQUESTED: ☐ ADVANCE ☑ REIMBURSEMENT; ☐ FINAL ☐ PARTIAL

2. BASIS OF REQUEST: ☑ CASH ☐ ACCRUAL

3. FEDERAL SPONSORING AGENCY AND ORGANIZATIONAL ELEMENT TO WHICH THIS REPORT IS SUBMITTED: ARC

4. FEDERAL GRANT OR OTHER IDENTIFYING NUMBER ASSIGNED BY FEDERAL AGENCY: PW-20438-IM-2021

5. PARTIAL PAYMENT REQUEST NUMBER FOR THIS REQUEST: 19

6. EMPLOYER IDENTIFICATION NUMBER:

7. RECIPIENT'S ACCOUNT NUMBER OR IDENTIFYING NUMBER:

8. PERIOD COVERED BY THIS REQUEST: FROM (month, day, year): 09/12/25; TO (month, day, year): 10/15/25

9. RECIPIENT ORGANIZATION

Name: Pocahontas County Commission

Number and Street: 900 Tenth Avenue

City, State and ZIP Code: Marlinton, WV 24954

10. PAYEE (Where check is to be sent if different from item 9)

Name:

Number and Street:

City, State and ZIP Code:

11. COMPUTATION OF AMOUNT OF REIMBURSEMENTS/ADVANCES REQUESTED

PROGRAMS/FUNCTIONS/ACTIVITIES ▶		(a) Construction Legal	(b)	(c)	TOTAL
a. Total program outlays to date	(As of date) 10/21/25	$915,196.84	$0.00	$0.00	$915,196.84
b. Less: Cumulative program income		$0.00	$0.00	$0.00	
c. Net program outlays (Line a minus line b)		$915,196.84			$915,196.84
d. Estimated net cash outlays for advance period		$0.00	$0.00	$0.00	
e. Total (Sum of lines c & d)		$915,196.84			$915,196.84
f. Non-ARC share of amount on line e		$0.00			
g. ARC share of amount on line e		$915,196.84	$0.00	$0.00	$915,196.84
h. ARC payments previously requested		$909,211.16	$0.00	$0.00	$909,211.16
i. ARC share now requested (Line g minus line h)		$5,985.68			$5,985.68
j. Advances required by month, when requested by Federal grantor agency for use in making prescheduled advances	1st month				
	2nd month				
	3rd month				

12. ALTERNATE COMPUTATION FOR ADVANCES ONLY

a. Estimated Federal cash outlays that will be made during period covered by the advance	
b. Less: Estimated balance of Federal cash on hand as of beginning of advance period	
c. Amount requested (Line a minus line b)	

AUTHORIZED FOR LOCAL REPRODUCTION

(Continued on Reverse)

STANDARD FORM 270 (Rev. 2-97)
Prescribed by Office of Management and Budget
Circular A-102 and A-110

13	CERTIFICATION	
I certify that to the best of my knowledge and belief the data on the reverse are correct and that all outlays were made in accordance with the grant conditions or other agreement and that payment is due and has not been previously requested.	SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	DATE REQUEST SUBMITTED
		October 21, 2025
	TYPED OR PRINTED NAME AND TITLE John Rebinski, President	TELEPHONE (AREA CODE, NUMBER, EXTENSION) (304) 799-4549

This space for agency use

Public reporting burden for this collection of information is estimated to average 60 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0004), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET, SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

INSTRUCTIONS

Please type or print legibly. Items 1, 3, 5, 9, 10, 11c, 11e, 11f, 11g, 11i, 12, and 13 are self-explanatory; specific instructions for other items are as follows:

Item	Entry
2	Indicate whether request is prepared on cash or accrued expenditure basis. All requests for advances shall be prepared on a cash basis.
4	Enter the Federal grant number or other identifying number assigned by the Federal sponsoring agency. If the advance or reimbursement is for more than one grant or other agreement, insert N/A; then, show the aggregate amounts. On a separate sheet, list each grant or agreement number and the Federal share of outlays made against the grant or agreement.
6	Enter the employer identification number assigned by the U.S. Internal Revenue Service or the FICE (institution) code if requested by the Federal agency.
7	This space is reserved for an account number or other identifying number that may be assigned by the recipient.
8	Enter the month, day, and year for the beginning and ending of the period covered in this request. If the request is for an advance or for both an advance and reimbursement, show the period that the advance will cover. If the request is for reimbursement, show the period for which the reimbursement is requested.
Note	The Federal sponsoring agencies have the option of requiring recipients to complete items 11 or 12, but not both. Item 12 should be used when only a minimum amount of information is needed to make an advance and outlay information contained in item 11 can be obtained in a timely manner from other reports.
11	The purpose of the vertical columns (a), (b), and (c) is to provide space for separate cost breakdowns when a project has been planned and budgeted by program, function, or activity.

Item	Entry
	If additional columns are needed, use as many additional forms as needed and indicate page number in space provided in upper right; however, the summary totals of all programs, functions, or activities should be shown in the "total" column on the first page.
11a	Enter in "as of date" the month, day, and year of the ending of the accounting period to which this amount applies. Enter program outlays to date (net of refunds, rebates, and discounts) in the appropriate columns. For requests prepared on a cash basis, outlays are the sum of actual cash disbursements for goods and services, the amount of indirect expenses charged, the value of in-kind contributions applied, and the amount of cash advances and payments made to subcontractors and subrecipients. For requests prepared on an accrued expenditure basis, outlays are the sum of the actual cash disbursements, the amount of indirect expenses incurred, and the net increase (or decrease) in the amounts owed by the recipient for goods and other property received and for services performed by employees, contracts, subgrantees and other payees.
11b	Enter the cumulative cash income received to date if requests are prepared on a cash basis. For requests prepared on an accrued expenditure basis, enter the cumulative income earned to date. Under either basis, enter only the amount applicable to program income that was required to be used for the project or program by the terms of the grant or other
11d	Only when making requests for advance payments, enter the total estimated amount of cash outlays that will be made during the period covered by the advance.
13	Complete the certification before submitting this request.

STANDARD FORM 270 BACK (Rev. 7-97)

Print Form

ARC PERFORMANCE PROGRESS REPORT

		Page 1	of Pages
1. Federal Agency and Organization Element to Which Report is Submitted Appalachian Regional Commission	2 ARC Grant Number PW-20438-IM-2021	3a. DUNS Number 117769062	
		3b. EIN 55-0574804	
4. Recipient Organization (Name and complete address including zip code) Pocahontas County Commission 900 Tenth Avenue Marlinton, WV 24954		5. Recipient's Identifying Number or Account Number P-PCC-003	

6. Project/Grant Period		7. Reporting Period Dates	8. Final Report? ☐ Yes ☑ No
Start Date (Month, Day, Year)	End Date (Month, Day, Year)	(Month, Day, Year)	9. Report Frequency ☐ annual ☐ semi-annual ☐ 120-day ☑ other (If other, describe)
10/01/21	09/30/26	09/12/25-10/15/25	

10. Performance Narrative *(attach as separate file per instructions found in Section IX-Grant Administration Manual)*

Please see attached

11. Other Attachments *(attach other documents as needed or as instructed by the ARC project coordinator)*

12. Certification: I certify to the best of my knowledge and belief that this report is correct and complete for performance of activities for the purposes set forth in the award documents.

12a. Typed or Printed Name and Title of Authorized Certifying Official	12c. Telephone *(area code, number and extension)*
John Rebinski, Pocahontas County Commission President	1 (304) 799-6063
	12d. Email Address pocaclk@clerk.state.wv.us
12b. Signature of Authorized Certifying Official	12e. Date Report Submitted *(Month, Day, Year)* 10/21/2025

Performance Report
"Pocahontas County Broadband Project"

Background:

The Pocahontas County Broadband Project will provide approximately 49 miles of aerial fiber to service to 24 businesses and 1,011 households in the Proposed Funded Service Area (PFSA) stretching from Marlinton east to Minnehaha Springs and north to Dunmore. The majority of the PFSA is in Pocahontas County's federally mandated National Radio Quiet Zone (NRQZ), where the use of any electrical equipment (including permanent, fixed, wireless licensed transmitter services) that causes interference to Radio Astronomical Observation is prohibited within a ten-mile radius of the Green Bank Observatory. Due to the inability to use fixed wireless for last mile service in this rural, sparsely populated area, residents and businesses in the PFSA will never have access to broadband without federal assistance. With $2.5 million in ARC POWER funds matched with $1,083,000 in ISP investment, Pocahontas County Commission will deploy a fiber-to-the-premises (FTTP) network solution that will provide gigabit-speed broadband service, next generation IPTV video television services, and quality voice services to the rural households, farms, businesses, critical care facilities, and educational facilities located in the PFSA. Providing access to highspeed broadband services to residents, businesses, and institutions in the PFSA will help Pocahontas County to advance economic recovery from coal decline and COVID-19 by supporting small businesses, spurring tourism development, expanding telemedicine access, and establishing remote work capabilities. The newly formed Pocahontas Broadband Council will conduct educational outreach to increase adoption and maximize economic benefit of the fiber deployment.

Recent/Upcoming Activities:

The Grant Agreement for this project was received and executed in September 2020. Thompson & Litton, Inc was properly procured and selected as the project Consultant. Region 4 Planning and Development Council will provide project administration.

Internet Service Provider Citynet has been procured as the Service Provider for the project.

Consultant Thompson & Litton is working with Citynet on the project design.

A Time Extension has been requested and approved to amend the Period of Performance to 10/01/21-09/30/26.

A drawdown request in the amount of $1,475.00 is being made to reimburse Spilman Thomas & Battle for Legal work completed during the time period 09/30/2025-10/15/2025. In addition a drawdown request in the amount of $4,510.68 is being made to reimburse Frontier Communications for Make Ready work completed during the time period 09/12/2025.

Progress Made Toward Project Outcomes:

The primary areas of progress made toward project outcomes during this reporting period include:

a) Executing the ARC Grant Agreement;

b) Procuring administrative services and a Project Consultant;

c) Procuring Internet Service Provider

d) Environmental Review Process Completed

e) Notice to Proceed with Exempt Activities has been received

f) Authorization to Bid has been Received

g) Bid Opening was held on July 8th, 2025

h) Pocahontas County Commission selected Quanta Telecommunication Solutions, LLC

i) The Pocahontas County ARC Broadband project realized a Bid Overrun of approximately $613,139. It has been determined the Overrun was realized due to unexpected Make Ready expenses. To help ensure the success of the project the Pocahontas County Commission has committed an additional $202,000. The project also plans to utilize $200,000 from project Contingency, in addition the Pocahontas County Commission requested an additional $300,000 from the WV Office of Broadband to cover the remaining Bid Overrun, utilizing $211,139 to help cover the cost of the Bid Overrun and $88,861 to replenish the project contingency. The WV Department of Economic Development Office approved the request for additional funding, allowing the Pocahontas County ARC Broadband project to be fully funded.

j) The project's Legal Counsel is working with the selected Contractor (Quanta Telecommunication Solutions, LLC) on a final contract for review and consideration by the Pocahontas County Commission.

k) The Pocahontas County Commission has approved the final contract between Quanta Telecommunication Solutions, LLC and the Pocahontas County Commission.

Problems Encountered:
No issues have been encountered to date.

Outlook for Program Continuation and Sustainability:
In the upcoming reporting period, the project expects to go to Construction.

WV RSBA Reimbursement Request Worksheet

Grantee: Pocahontas County Commission

ARC Project Number: PW-20438-IM-2021

Payment Request Number: 9

Dates of this reporting period: 12-Sep-25 to 15-Oct-25

	ARC Share			Matching (Non-ARC) Share			Total Program Outlays		
BUDGET CATEGORY	Project Budget[1]	Current Period[2]	YTD[3]	Project Budget[1]	Current Period[2]	YTD[3]	Project Budget[1]	Current Period[2]	YTD[3]
Admin/Legal	$ 160,000.00	$ 1,475.00	$ 85,885.18				$ 160,000.00	$ 1,475.00	$ 85,885.18
Arch./Eng.	$ 422,748.81	$ -	$ 366,328.29				$ 422,748.81	$ -	$ 366,328.29
Construction	$ 1,638,306.19	$ 4,510.68	$ 462,983.37	$ 1,083,000.00	$ -	$ -	$ 2,721,306.19	$ 4,510.68	$ 462,983.37
Contingencies	$ 278,945.00						$ 278,945.00	$ -	$ -
							$ -	$ -	$ -
							$ -	$ -	$ -
							$ -	$ -	$ -
							$ -	$ -	$ -
							$ -	$ -	$ -
TOTAL	$ 2,500,000.00	$ 5,985.68	$ 915,196.84	$ 1,083,000.00	$ -	$ -	$ 3,583,000.00	$ 5,985.68	$ 915,196.84

[1] Figures from "Project Budget" column should be taken from the most recently approved project budget

[2] Amount shown in the "Current Period" column should reflect costs incurred only during the current reporting period

[3] Amount shown in the "YTD" column is the total cost of this line item from the start of the project (beginning of the "period of performance") through the end of the current reporting period

IN RE: PCHS PURPLE STAR MILITARY CLUB – REQUEST FOR APPROVAL AND RECOGNITION OF PROCLAMATION

Joey VanMeter and Allison Friel met with the commission to ask for approval of the PCHS Purple Star Military Club Recognition and Proclamation. A motion was made by Commissioner Ryder to approve the Recognition of Proclamation for the PCHS Purple Star Military Club, and noting no objections, motion carried.

Pocahontas County Commission

JOHN REBINSKI
President
JAMIE WALKER
Commissioner
THANE RYDER
Commissioner

Purple Star Club Recognition of Active Service Personnel from Pocahontas County

Official Proclamation

WHEREAS, The Purple Star Club of Pocahontas County High School is an organization committed to recognizing and supporting the Veterans and Active Service Personnel of the United States Military.

WHEREAS, The Purple Star Club of Pocahontas County High School in conjunction with the Civics Classes as Pocahontas County High School have committed to sending care packages to our Active Service Personnel and intend to do so this holiday season.

WHEREAS, Many of the Active Service Personnel from Pocahontas County will spend the holiday season from home in various capacities.

NOW, THEREFORE, be it resolved, JOHN REBINSKI, PRESIDENT, JAMIE WALKER, COMMISSIONER, THANE RYDER, COMMISSIONER by virtue of the authority vested in me Pocahontas County, WV do hereby proclaim November 2025 as Military Veteran and Active Service Personnel Month and encourage citizens to increase their understanding and awareness of our Veterans and Active Service Personnel and the commitment to our nation and its citizens, their service and sacrifice, particularly as we head into the holiday season.

JOHN REBINSKI, PRESIDENT

JAMIE WALKER, COMMISSIONER

THANE RYDER, COMMISSIONER

IN RE: LETTER OF SUPPORT FOR TOWN OF MARLINTON ARC POWER PROJECT

A motion was made by Commissioner Walker to approve the letter of support for the Town of Marlinton ARC Power Project, and noting no objection, motion carried.

Pocahontas County Commission

JOHN REBINSKI
President
JAMIE WALKER
Commissioner
DUANE RYDER
Commissioner

October 3, 2025

Federal Co-Chair Gayle Conelly Manchin and State Co-Chair Wes Moore
Appalachian Regional Commission
1666 Connecticut Ave NW, Suite 700
Washington, DC 20009

Dear Mrs. Manchin and Governor Moore,

On behalf of the Pocahontas County Commission, I submit this letter of support for the Town of Marlinton's 2025 POWER proposal, "Destination Marlinton: Launching Appalachian Businesses in the Snowshoe Highlands Ride Center."

The Pocahontas County Commission remains committed to advancing economic prosperity in our county, and tourism is a leading driver of our economy. Visitors spent nearly $149 million in our county in 2023 to recreate at top destinations including Snowshoe Mountain Resort, our county-wide International Mountain Bicycling Association Ride Center, and the Greenbrier River Trail.

We have witnessed the successful completion of the Monday Lick Trail System and now support this critical next phase—the downtown trailhead that will connect world-class mountain biking directly to Marlinton's business district.

The proposed downtown trailhead will directly benefit at least 42 local businesses that provide lodging, dining, outfitting, shopping, and other services within our tourism economy. By creating a central hub that connects both the Monday Lick trails and the established Greenbrier River Trail, this project positions Marlinton as a premier cycling destination in our region. This downtown trailhead represents essential infrastructure needed to maximize the economic impact of our outdoor recreation investments and fully realize the potential for sustainable economic growth in our county seat and throughout Pocahontas County.

In conclusion, the Pocahontas County Commission strongly supports the Town of Marlinton and its POWER project. I urge you to provide ARC POWER funds to complete this strategic investment in our outdoor recreation economy.

Sincerely,

John Rebinski, Commission President
Pocahontas County Commission

900 Tenth Avenue * Marlinton, WV 24954 * (304)799-6063

IN RE: APPROVAL OF PART-TIME 911 DISPATCHER AND IN-HOUSE BUDGET REVISION AND RESOLUTION FOR DEPARTMENT 712- 911 COMMUNICATION CENTER

Ben Brown, 911 Director met by zoom with the Commission to approve Aiden Madison at part-time dispatcher. A motion was made by Commissioner Walker to approve Aiden Madison, as part-time dispatcher with an effective date of November 1, 2025, and a salary at $14.00 per hour, and noting no objections, motion carried.

A motion was made by Commissioner Walker to approve the In-House Budget Revision and Resolution for Department 712-911 Communication Center, and noting no objections, motion carried.

REQUEST FOR REVISION TO APPROVED BUDGET

Subject to approval of the state auditor, the governing body requests that the budget be revised prior to the expenditure or obligation of funds for which no appropriation or insufficient appropriation currently exists (§ 11-8-26a)

CONTROL NUMBER: 2025-2026
FY: 1
FUND: in-house 2
REV NO:
PG OF NO: 1 OF 1

Pocahontas County Commission
GOVERNMENTAL ENTITY
Geneva County

Person To Contact Regarding Budget Revision: Melissa L. Bennett
Phone: 304-799-6063
Fax: 304-799-6947
Email: pcacct@clerk.state.wv.us

900 Tenth Avenue
STREET OR P.O. BOX
Marlinton, West Virginia 24954
CITY ZIP CODE

RECEIPTS: (net each acct.)

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	APPROVED AMOUNT	DEBIT (INCREASE)	CREDIT (DECREASE)	REVISED AMOUNT

NET INCREASE/(DECREASE) Revenues

EXPENDITURES: (net each account category)

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	APPROVED AMOUNT	DEBIT (DECREASE)	CREDIT (INCREASE)	REVISED AMOUNT
301-712-105	911 Communication Center Group Insurance	162,532.00	12,100.00		150,432.00
301-712-108	911-Communication Center Overtime	14,000.00		12,100.00	25,100.00

NET INCREASE/(DECREASE) Expenditures

APPROVED DATE: _____ BY: _____

POSTED: _____ BY: _____

APPROVED BY THE STATE AUDITOR

BY: _____
Local Government Services Division

10-21-2025
AUTHORIZED SIGNATURE ENTITY APPROVAL DATE
FOR GOVERNING BODY

COUNTIES ONLY

TRANSFERS TO THE GENERAL FUND FROM SPECIAL FUNDS CREATED PURSUANT TO WEST VIRGINIA CODE § 7-19 MUST BE ACCOMPANIED BY PRIOR WRITTEN APPROVAL FROM THE STATE AUDITOR

RESOLUTION

At a regular session of the county commission, held on October 21, 2025, the following order was made and entered:

SUBJECT: The revision of the Levy Estimate (Budget) for the County of Pocahontas. The following resolution was offered

RESOLVED. The county commission does hereby direct the budget be revised PRIOR TO THE EXPENDITURE OR OBLIGATION OF FUNDS FOR WHICH NO APPROPRIATION OR INSUFFICIENT APPROPRIATION CURRENTLY EXISTS, as shown on in-house budget revision 2, a copy of which is entered as part of this record.

The adoption of the foregoing resolution having been moved by Commissioner Walker, and **noting no objections**, the vote thereon was as follows:

Yes or No

Yes or No

Yes or No

WHEREUPON, the Commission President, John Rebinski declared said resolution duly adopted, and it is therefore ADJUDGED and ORDERED that said resolution be, and the same is, hereby adopted as so stated above, and the President is authorized to fix his signature on the attached "Request for Revision to Approved Budget".

IN RE: BOARD APPOINTMENT TO POCAHONTAS COUNTY 911 ADVISORY BOARD - ANGELA WILFONG TO AN UNEXPIRED TERM EXPIRING JUNE 30, 2028

A motion was made by Commissioner Walker to approve Angela Wilfong to the unexpired term of the Pocahontas County 911 Advisory Board expiring June 30, 2028, and noting no objections, motion carried.

IN RE: APPROVAL OF LEASE AGREEMENT FOR 409 SECOND AVENUE FOR EMS AMBULANCE

A motion was made by Commissioner Walker to approve the lease agreement for 409 Second Avenue for the EMS Ambulance, and noting no objections, motion carried.

409 2nd Ave Apartment Lease

THIS LEASE, Made and entered into this 7th day of October 2025, by and between Marlinton Vol Fire Department, hereinafter called "Landlord", and Pocahontas County Commission/EMS, hereinafter called "Tenant/Tenants

WITNESSETH:

That in consideration of the Tenant/Tenants paying the rents as hereinafter provided and subject to the terms and conditions hereinafter set out, the Landlord does hereby demise and lease unto said Tenant/Tenants the premises designated as 409 2nd Ave, Marlinton, WV 24954, apartment to be used and occupied by the Tenant/Tenants as a private residence and for no other purpose.

1. TERMS: Month to month.

2. PAYMENT OF RENTS: The rental to be paid by the Tenant/Tenants for the said premises shall be $1000.00 per month, payable monthly in advance on or before the 1st day of each month.

3 TERMINATION OF LEASEHOLD BY TENANT. Tenant/Tenants may terminate this lease by giving thirty (30) days prior notice to the Landlord accompanied by payment in full of rent to such termination date in writing.

4 POSSESSION BY THE LANDLORD: Should the Tenant/Tenants at any time during the term of the lease fail to pay any installment of rent due hereunder or violate any of the agreements, terms or conditions of this lease, the Landlord shall have the right and option to re-enter and take possession of the demised premises forthwith, without legal process, or by legal process for the Court having jurisdiction on the premises, and without any other previous demand for possession or notice. During any extension of this lease on a month to month tenancy, the Landlord shall have the right to terminate this lease without cause by sending thirty (30) days written notice of its intention to do so.

5. SECURITY DEPOSIT: The Landlord acknowledges receipt of $0 paid by Tenant/Tenants as a security deposit. The security deposit will be currently located in the Landlord's account.

The Landlord may apply the security deposit to payment of the following items in any order the Landlord shall choose:

A. Tenant/Tenants' nonpayment of rent.
B. Damage to the premises for which the Tenant/Tenants is liable under the terms of this lease.
C. Nonfulfillment of the rental period by Tenant/Tenants.
D. Any unpaid bills which become a lien against the demised property due to Tenant's occupancy.
E Cost of re-entering the premises after a breach by the Tenant/Tenants.
F. Court costs incurred by the Landlord in connection with terminating this tenancy.

 _____Tenant Initials ____'B_____Landlord Initials

If the Tenant/Tenants addresses is known to Landlord, the security deposit, less any deductions for the above set forth items, shall be refunded to the Tenant/Tenants no later than thirty (30) days after termination of the tenancy and delivery of possession by the Tenant/Tenants.

If the Tenant/Tenants address is unknown to Landlord, Landlord shall hold the security deposit, less any deductions for the above set forth items, for a period of not less than six (6) months for collection by the Tenant/Tenants.

6. ASSIGNMENT: The Tenant/Tenants shall not assign this lease or sublet the whole or any part of the premises leased hereunder unless prior approval in writing is obtained from the Landlord.

7. ALTERATIONS: The Tenant/Tenants shall not paint or make any alterations to the demised premises without the written consent of the Landlord.

8. RIGHT OF ENTRY: The Landlord, his agents or successors shall have the right to enter the demised premises during reasonable hours to examine, inspect, make repairs, alterations, or improvements as the Landlord may deem necessary and the Landlord shall be allowed to take all materials into and upon said premises that may be required therefore, without the same constitutes an eviction in whole or in part, and the rent shall in no way abate because of any such work or otherwise.

9. MAINTENANCE: The Tenant/Tenants agrees to keep the premises in good order and to surrender the peaceful and quiet possession at the end of occupancy hereunder in as good condition as when received, normal wear and tear accepted, and further that the Tenant will not do, suffer, or permit anything to be done in or about the premises which will contravene the policy of insurance covering said premises against loss by fire or other loss. The Tenant/Tenants is responsible for all damage done to the leased premises and personal property therein by the Tenant/Tenants, members of the Tenant/Tenant's family, guests, invitees, licensees and all other persons lawfully on the premises.

Water, electric, gas, cable, internet, and sewage is furnished by the Landlord

10. EXAMINATION AND INSURANCE: The Tenant/Tenants acknowledges that they have had full opportunity to examine the demised premises and further acknowledges that upon occupying same that there is in and about them nothing dangerous to life, limb, or health and hereby waives any claim for damages that may arise from defects of that character after occupancy. The Tenant/Tenants agrees to release and indemnify Landlord, its representatives, agents, and employees from and against liability for any injury or damage to the person or property to the Tenant/Tenants, or any members of his household, resulting from any cause whatsoever, except only such injury or damage as shall be caused by the negligent acts of the Landlord or its representatives.

 _____Tenants Initials HB Landlord Initials

11. ABANDONMENT OF PREMISES: If said premises should be abandoned, deserted, or vacated, then it shall be lawful for said Landlord, its agents, attorneys, successors or assigns to re-enter and repossess the said premises, and the Tenant/Tenants and each and every occupant to remove and put out, and upon re-entry as aforesaid, this lease shall terminate.

12. DAMAGE CLAUSE: In the event the leased premises are rendered untenable by fire, rain, wind, or other cause beyond control of lessee, then the lease shall cease and terminate as of the date of such determination or event.

13. RULES AND REGULATIONS: The Tenant/Tenants hereby covenants and agrees that the Tenant/Tenants families, servants, employees, agents, visitors, and licensees shall faithfully observe and comply with the rules and regulations set forth below.

a. The entrances, porches, floors, and back yards shall be kept free from rubbish.

b. No garbage or trash shall be deposited at any place on the demised premises other than in a proper receptacle.

c. Holes in walls resulting from hanging pictures, mirrors, bric-a-brac, etc shall be completely patched and repainted at the time of vacancy or the cost of patching and repainting same will be deducted from a security deposit.

d. No tenant shall make or permit any disturbing noises that will interfere with the comforts, rights, or conveniences of other tenants. No tenant shall play any musical instrument or operate or suffer to be operated a phonograph or radio in the demised premises in a manner which would disturb or annoy others.

e. The Landlord shall retain a key to the premises.

f. No Tenant shall change any lock or install a new lock without the written consent of the Landlord.

g. No unlicensed or inoperable vehicles shall be left sitting on premises more than one (1) month.

h. Landlord shall not be liable for any loss or damage to personal property, or injury to Tenant/ Tenants, their families, employees, or invitees resulting from Landlord's failure to enforce the Covenants, conditions, or provisions of this lease or the leases of other residents or any Regulation appurtenant thereto.

 _____Tenants Initials ____rHS____Landlord Initials

This lease agreement contains the entire agreement understanding between the Landlord and Tenant/Tenants. There are no oral understandings, terms, or conditions and neither Landlord nor Tenant/Tenants has relied upon any representation, expressed or implied, not contained in this Lease agreement. This lease agreement cannot be changed or supplemented orally.

Each Tenant who executes this lease shall be jointly and severally liable for the obligations of the Tenant hereunder

IN TESTIMONY WHEREOF, the parties hereunder have subscribed their names and affixed their seals The day and year first above written.

TENANT

TENANT

President of Marlinton Vol Fire Department

Chief of Marlinton Vol Fire Department

IN RE: OPENING AND AWARDING OF BIDS FOR HEATING OIL FOR COURTHOUSE OFFICES AND JAIL FOR NOVEMBER 1, 2025 – OCTOBER 31, 2026

At the bid opening of bids for heating oil for Courthouse Offices and Jail, no bids were received by the deadline. The Commission agreed to accept the one bid that was received after the deadline. A motion was made by Commissioner Walker to accept the bid from Woodford Oil Company for Heating Oil for Courthouse Offices and Jail for November 1, 2025 – October 31, 2026, and noting no objections, motion carried.

POCAHONTAS COUNTY COMMISSION

John Rebinski, President
Thane Ryder, Commissioner

Jamie Walker, Commissioner
Melissa L. Bennett, County Clerk

900 Tenth Avenue Marlinton, West Virginia 24954
Telephone: (304)799-6063 Fax: (304) 799-3977
Office Hours 8:30 a.m. – 4:30 p.m. Monday through Friday

NOTICE TO BID

The Pocahontas County Commission will receive bids for heating oil for all Courthouse Offices and the Jail Building for the period covering November 1, 2025, through October 31, 2025. All bids should be submitted in writing, noting increases and/or reductions in prices, and placed in a sealed envelope marked "Sealed Bid – Heating Oil" and delivered by mail or in person to the Pocahontas County Commission, 900 Tenth Avenue, Marlinton, West Virginia 24954, no later than 4:30 pm on Monday, October 20, 2025.

Bids will be opened in the Office of the County Commission located in the Pocahontas County Courthouse on Tuesday, the 21st day of October 2025.

For further information, please inquire at the Pocahontas County Clerk's Office (304) 799-4549, Monday through Friday, between the hours of 8:30 a.m. and 4:30 p.m.

The Pocahontas County Commission reserves the right to reject any and all bids.

John Rebinski, President
Pocahontas County Commission

Class II Legal
October 9, 2025, and October 16, 2025

Bill to: Pocahontas County Commission

POCAHONTAS COUNTY COMMISSION COMPETITIVE BIDDING PROCEDURES
ADOPTED MARCH 17, 2009

West Virginia Code 7-1-12 Purchasing in Open Market or Competitive Bids; Debarment

(a) County Commissions may make a purchase of commodities and printing of fifteen thousand dollars or less in amount in the open market, but a purchase of and contract for commodities and printing over fifteen thousand dollars shall be based on competitive bids, except in case of emergency.

(b) The County Commission of any county is authorized and empowered to promulgate rules governing the procedure of competitive bids: Provided, that a vendor who has been debarred pursuant to the provisions of Sections 33-A through 33-F, Article 3, Chapter 5-A of this Code may not bid or be awarded a contract under this section.

(c) As used in this section, the terms "commodities" and "printing" shall have the same meaning as those are defined in Section 1, Article 1, Chapter 5-A of this Code.

All competitive bidding under this code section shall be handled by the Pocahontas County Commission as follows:

Competitive Bidding for purchase of commodities and printing of Fifteen Thousand Dollars ($15,000.00) or more, for all departments and/or offices of the Pocahontas County Commission including but not limited to the County Commission, County Clerk, Circuit Clerk, Assessor, Sheriff and Prosecuting Attorney, will be handled directly by and at the sole discretion of the Pocahontas County Commission.

Any office requesting competitive bidding shall have prior approval of the County Commission for proposed purchases and shall provide the Commission Office with specifications, details and or requests for bids, in writing. All vehicle purchases requiring registration through the West Virginia Division of Motor Vehicles shall be titled in the name of the Pocahontas County Commission.

Advertisements for all competitive bidding will be prepared by the County Commission based on specifications, details and/or requests provided, and will be advertised as a Class II Legal Advertisement (two consecutive weeks) in newspapers of general circulation in Pocahontas County, or in other newspapers of general circulation as deemed necessary by the County Commission.

All competitive bidding will be solicited by sealed bid only, and will provide a date and time a location or address for submitting bids and a date and time for opening and awarding of bids by the County Commission. Any bids received after the advertised time and place for submitting bids will be excluded from the bidding process.

The Pocahontas County Commission reserves the right to reject any and all bids received, and acceptance and/or awarding of any bids will be made at its sole discretion.

Dated this the 17th day of March, 2009.

MARTIN V. SAFFER, PRESIDENT

RETA J. GRIFFITH, COMMISSIONER

DAVID M. FLEMING, COMMISSIONER

October 20, 2025

Pocahontas County Commission
900c Tenth Avenue
Marlinton WV 24954

To Pocahontas County Commission

Woodford Oil Company respectfully submits the following quote for #2 heating oil from Novememper 2025 to October 31, 2026. The price to be charged for #2 heating oil will be based on the Marathon rack price, Roanoke Va. Terminal Prices will be based on the time of pickup, so there may be increases as well as reductions.

Our quote on #2 heating oil will be Marathon rack price plus .15 cents per gallon upon delivery. If our company were to make a delivery today your price would be $2.368 per gallon

Prices quoted is excluded of any taxes and fees

Thank you for the opportunity to quote on your heating oil. If you have any questions, please feel free to call 304-799-4503. Our company is looking forward to doing business with you.

Sincerely,

Genny Workman
Marlinton Office
Woodford Oil Company

WOODFORD OIL COMPANY

ELKINS, WV HEADQUARTERS	ASHLAND, KY REGIONAL OFFICE	DANVILLE, KY REGIONAL OFFICE	MARLINTON, WV REGIONAL OFFICE	CLARKSBURG, WV REGIONAL OFFICE	MORGANTOWN, WV REGIONAL OFFICE
PO BOX 507	PO BOX 727	550 DAVID AVE	801 4TH AVE	9851 COST AVE	89 CORPORATE DRIVE
ELKINS, WV 26241	ASHLAND, KY 41105	DANVILLE, KY 40422	MARLINTON, WV 24954	CLARKSBURG, WV 26301	MORGANTOWN, WV 26501
TEL: 304.636.2538	TEL: 606.928.2744	TEL: 859.236.6031	TEL: 304.799.4503	TEL: 304.622.6843	TEL: 304.296.FUEL (3835)
FAX: 304.636.4351	FAX: 606.928.2126	FAX: 859.236.0501	FAX: 304.799.6252	FAX: 304.622.6927	FAX: 304.983.2056

INFO@WOODFORDOIL.COM ■ WWW.WOODFORDOIL.COM ■ TOLL FREE: 1.800.927.3688

IN RE: REMOVAL/DISPOSAL LIST OF EQUIPMENT AT OLD HANOVER SHOE/ARC BUILDING

A motion was made by Commissioner Ryder to approve the removal/disposal list of equipment at the Old Hanover Shoe /ARC building, and noting no objections, motion carried.

List of Disposed Items From ARC/Hanover Shoe Building – October 14, 2025

ITEM	SERIAL NUMBER
Ricoh Copier	M55853C1695
Xerox Copier	UHG-028788B
Dell Copier	CN-0T0526-48734-38F-6CA0
Phillips TV	71972247
Emerson Radio/Tape Player	10613529TN
Brother Copier	U64966G0N728589
HP Copier	CN29QBWKPV

8

Copiers
- M55853C1695 RICOH Serial #
- UHG-028788B - XEROX
- CN-0T0526-48734-38F-6CA0 - DELL
- 71972247 Phillips TV
- S/N. 10613529TN Radio Tape player Emerson
- U64966G0N728589 Brother Copier
- CN29QBWKPV HP Copier

IN RE: CLARIFICATION OF MOTION FOR HIRING ADAM WRIGHT AS ANIMAL CONTROL AND HOME DETENTION OFFICER EFFECTIVE OCTOBER 20, 2025

During the County Commission meeting on October 7, 2025 the county commission failed to make a motion to approve Adam Wright as Animal Control and Home Detention Officer. A motion was made by Commissioner Walker for clarification to hire Adam Wright as Animal Control and Home Detention Office effective October 20, 2025, and noting no objections, motion carried.

IN RE: INVOICES

POCAHONTAS COUNTY COMMISSION

John Rebinski, President
Jamie Walker, Commissioner
Thane Ryder, Commissioner
Melissa L. Bennett, Clerk

900-C TENTH AVENUE
MARLINTON, WV 24954
(304)799-6063 or 799-4549

Checks Written against Funds
10/07/2025 through 10/20/2025

The following check numbers have been written against the following accounts:

General County Fund
66358 through 66481 Pendleton Community Bank

Coal Severance Fund
None Pendleton Community Bank

General School Fund
None Pendleton Community Bank

Magistrate Court Fund
1009 Pendleton Community Bank

911 Fund
1716 through 1718 Pendleton Community Bank

Home Detention Fund
None Pendleton Community Bank

Drama, Fairs, and Festivals Fund
None Pendleton Community Bank

County Financial Stabilization Fund
None Pendleton Community Bank

Drug Court Fund
458 Pendleton Community Bank

Bricks and Mortar Fund
None Pendleton Community Bank

Employee Health Benefit Fund
None Pendleton Community Bank

Day Report Center/Community Corrections Fund
341 Pendleton Community Bank

Teen Court Fund
None Pendleton Community Bank

Coal Bed Methane Fund
None Pendleton Community Bank

Animal Shelter Fund
None Pendleton Community Bank

Broad Band Grant Fund
None Pendleton Community Bank

Broad Band Project Grant Fund
None Pendleton Community Bank

ARP Fund
None Pendleton Community Bank

LATCF Fund
1030 Pendleton Community Bank

PMH/HVAC Roof Fund
None Pendleton Community Bank

EMS Ambulance Fund
1117 through 1123 Pendleton Community Bank

Pocahontas Community Campground Fund
None Pendleton Community Bank

Howes Tannery
None Pendelton Community Bank

LEPC Fund
None Pendleton Community Bank

EMS Salary Enhancement
None Pendleton Community Bank

Hotel Occupancy Fund
None Pendleton Community Bank

BOE Demolition Grant
None Pendelton Community Bank

Tannery EPA Clean Up
1021 Pendelton Community Bank

Opioid Settlement Fund
None Pendelton Community Bank

County Clerk Election Fund
None Pendelton Community Bank

ORDERED THIS MEETING BE ADJOURNED, SINE DIE.

PRESIDENT POCAHONTAS COUNTY COMMISSION