

MINUTES

A regular meeting of the Buchanan County Board of Supervisors was held on the 3rd day of November 2025 starting at 6:00 o'clock p.m. in the Board of Supervisors Meeting Room, 3rd floor of the Buchanan County Government Center, 4447 Slate Creek Road, Grundy, Virginia 24614. **This meeting was conducted by electronic communication (Zoom). The media and public were invited to participate.**

PRESENT: Craig Stiltner, Chairman
Tim Hess, Vice-Chairman
Trey Adkins
G. Roger Rife
David Rose
Lee Dotson
Jeff Cooper

Robert Craig Horn, County Administrator
L. Lee Moise, County Attorney

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The meeting was called to order with Prayer and Pledge of Allegiance.

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IN RE: CONSIDER RECOGNIZING ROCHELLE DEEL AS VIRGINIA SOIL AND WATER CONSERVATION DISTRICTS EDUCATION FOUNDATION 2025 SECONDARY STATE CONSERVATION EDUCATION TEACHER OF THE YEAR

At this time, David Rose, Prater District Supervisor presented a plaque to Rochelle Deel being recognized as the Virginia Soil and Water Conservation Districts Education Foundation 2025 Secondary State Conservation Education Teacher of the Year. Mr. Rose stated we're very proud of you and your accomplishments.

Bobby Looney with Big Sandy Soil and Water Conservation District stated this is the first time in history someone from Buchanan County received this honor. Last year was the first scholarship given to one of our students from the Virginia Soil and Water Conservation District, he stated.

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IN RE: CONSIDER ADOPTING THE RESOLUTION AMENDING THE AGENDA

After a general discussion by the board upon motion Jeff Cooper seconded David Rose and a roll call vote of seven (7) yeas, Craig Stiltner, Trey Adkins, Tim Hess, David

Rose, Lee Dotson, G. Roger Rife, Jeff Cooper and zero (0) nays, this board did hereby adopt the following Resolution amending the Agenda for the Board of Supervisors meeting on November 3rd, 2025.

RESOLUTION

IN RE: AMENDING AGENDA FOR BOARD OF SUPERVISORS MEETING ON NOVEMBER 3rd, 2025

BE IT RESOLVED, by the Buchanan County Board of Supervisors, that Buchanan County, Virginia hereby amends the Agenda for the Board of Supervisors' meeting of November 3rd, 2025 to add the following item to the Agenda for the Board's consideration:

- 1) Consider adopting the Agreement between Buchanan County Board of Supervisors and Buchanan County Public Service Authority regarding the Big Rock/Conaway Wastewater Treatment Replacement Project subject to the approval of the county attorney as to the form of the agreement.
- 2) Consider an additional appropriation to Trey Adkins Athletic account.
- 3) Consider renaming two county roads one in the Rocklick District and the other in the Garden District.

This Resolution was adopted by the Buchanan County Board of Supervisors on this the 3rd day of November 2025 by a roll call vote of seven for and zero against.

Motion made by: Jeff Cooper

Second: David Rose

Yeas: seven

Nays: zero

Craig Stiltner, Chairman

ATTEST:

Robert Craig Horn, County Administrator

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IN RE: CONSENT AGENDA

After a general discussion by the board upon motion by Tim Hess seconded by Jeff Cooper and with the following roll call vote of seven (7) yeas, Jeff Cooper, Craig Stiltner, Trey Adkins, Tim Hess, David Rose, Lee Dotson, G. Roger Rife and zero (0) nays, this did hereby approve the following consent agenda:

- a. Consider approving minutes for October 6th, 2025;
- b. Consider ratifying payroll after review;
- c. Consider ratifying the payment of bills by Resolution adopted on January 6th, 2025.
(Including the Buchanan County Head Start ratified bill list and bill list)

- d. Consider approving the following coyote claims in the amount of \$100.00 per claim and to issue a check.

Caitlin Sparks	One Claim
Jerry Lockhart	One Claim
Hunter Hinkle	One Claim
Melissa Trent	Two Claims
Tyler Whitt	One Claim
Chris Wolford	One Claim
Joeleen Gordon	One Claim
Jimmy Clevinger	One Claim
Dillon Tiller	One Claim
Jack Ball	Two Claims

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IN RE: CONSIDER ADOPTING THE RESOLUTION FOR HIGHWAY SYSTEM CHANGES RESULTING FROM THE CONSTRUCTION OF VIRGINIA DEPARTMENT OF TRANSPORTATION PROJECT US 121/460 POPLAR GAP SECTION -PHASE A

After a general discussion by the board upon motion by Jeff Cooper seconded by Tim Hess and with a roll call vote of seven (7) yeas, Jeff Cooper, Craig Stiltner, Trey Adkins, Tim Hess, David Rose, Lee Dotson, G. Roger Rife and zero (0) nays, this board did hereby adopt the following Resolution for highway system changes resulting from the construction of Virginia Department of Transportation Project US 121/460 Poplar Gap Section -Phase A.

The Board of Supervisors of Buchanan County, in regular meeting on Monday, November 3, 2025, adopted the following:

RESOLUTION FOR HIGHWAY SYSTEM CHANGES RESULTING FROM THE CONSTRUCTION OF VIRGINIA DEPARTMENT OF TRANSPORTATION PROJECT 0121-013-793, C501 (US 121/460 POPLAR GAP SECTION -PHASE A)

WHEREAS, the Virginia Department of Transportation has constructed Route 460 on a new alignment under Project 0121-013-793, C501, and

WHEREAS, the project sketch and VDOT Form(s) AM4.3, attached and incorporated herein as a part of this resolution, define adjustments required in the primary and secondary systems of state highways as a result of that construction, and

WHEREAS, the new road serves the same citizens as served by those portions of old road identified on the project sketch and VDOT Form(s) AM4.3 to be abandoned, which portions no longer serve a public need, and

NOW, THEREFORE, BE IT RESOLVED, this Board requests the Virginia Department of Transportation to abandon Segment(s) D-F and G-H from the secondary system of state highways, pursuant to §33.2-912 of the Code of Virginia, and

BE IT FURTHER RESOLVED, the Buchanan County Board of Supervisors requests the Virginia Department of Transportation to add segment(s) D-E, E-B, B-F, and G-E to the secondary system of state highways, pursuant to §33.2-705 of the Code of Virginia, for which sections the VA Dept. of Transportation has acquired the necessary right of way and easements for cuts, fills, and drainage, records of which are on file with the Circuit Court Clerk of Buchanan County; and

BE IT FURTHER RESOLVED, this Board concurs with and supports the Commonwealth Transportation Board's addition of segment(s) A-B and B-C to the primary system of state highways, as identified on the project sketch, pursuant to §33.2-310 of the Code of Virginia, and

BE IT FINALLY RESOLVED, the Buchanan County Board of Supervisors orders that a certified copy of this resolution be forwarded to the Resident Engineer for the Virginia Department of Transportation.

Recorded Vote

Moved By: Jeff Cooper

Seconded By: Tim Hess

Yeas: Seven

Nays: Zero

A Copy Teste:

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**IN RE: CONSIDER ACCEPTING THE DEED OF GIFT BY AND
 BETWEEN PENN VIRGINIA OPERATING COMPANY, LLC.
 AND BUCHANAN COUNTY, VIRGINIA REGARDING TADPOLE
 ROAD, COUNTY ROAD NUMBER 2302 AND AUTHORIZE THE
 CHAIRMAN AND COUNTY ADMINISTRATOR TO EXECUTE
 SUCH DEED ON BEHALF OF BUCHANAN COUNTY TO
 ACKNOWLEDGE ITS ACCEPTANCE OF SUCH PROPERTY
 WITH THE APPROVAL AS TO FORM BY THE COUNTY
 ATTORNEY**

After a general discussion by the board upon motion Jeff Cooper seconded Tim Hess and a roll call vote of seven (7) yeas, Trey Adkins, Jeff Cooper, Tim Hess, David Rose, Lee Dotson, Craig Stiltner, G. Roger Rife and zero (0) nays, this board did hereby accept the Deed of Gift between Penn Virginia Operating Company, LLC. and Buchanan County, Virginia regarding **Tadpole Road, County Road Number 2302** and authorized the Chairman and County Administrator to execute such Deed on behalf of Buchanan County to acknowledge its acceptance of such property with the approval as to form by the County Attorney.

RESOLUTION

IN RE: ACCEPTANCE OF DEED BY AND BETWEEN PENN VIRGINIA OPERATING COMPANY, LLC, AND BUCHANAN COUNTY, VIRGINIA REGARDING TADPOLE ROAD, COUNTY ROAD NUMBER 2302 LOCATED IN THE ROCKLICK MAGISTERIAL DISTRICT

BE IT RESOLVED, by the Buchanan County Board of Supervisors that we approve acceptance of the property (Tadpole Road, County Road Number 2302) described in that Deed of Gift attached hereto between Penn Virginia Operating Company, LLC. and Buchanan County, Virginia, and authorized the Chairman of the Buchanan County Board of Supervisors and Robert Craig Horn, County Administrator for Buchanan County, Virginia to execute such Deed on behalf of Buchanan County to acknowledge its acceptance of such property with the approval as to form by the County Attorney.

This Resolution was adopted by the Buchanan County Board of Supervisors on this the 3rd day of November 2025 by a roll call vote of seven for and zero against.

Craig Stiltner, Chairman of the
Buchanan County Board of Supervisors

ATTEST:

Robert Craig Horn, County Administrator

THIS DEED OF EASEMENT, made and entered into on this the 3rd day of November, 2025, by and between **PENN VIRGINIA OPERATING COMPANY, LLC**, hereinafter sometimes referred to as “**GRANTOR**”, and **BUCHANAN COUNTY, VIRGINIA**, a Political Subdivision of the Commonwealth of Virginia, hereinafter sometimes referred to as “**GRANTEE**”. [Exempt from recordation taxes pursuant to Code §58.1-811 (A) (3).]

WITNESSETH:

WHEREAS, the Grantee wishes to maintain a road with turn around which is a part of the public road in the Rocklick Magisterial District for the traveling public, namely Tadpole Road, County Road # 2302; and

WHEREAS, the other grantors, namely Shea Grant Shrader, Sonja Nicole Griffith, Imogene Stiltner, Meridith Irene Bailey, Wanda Bailey, Lisa B. Adkins, Dorothy Whited, Clayton Stiltner Jr., Sandra D. Stiltner provided property (Tracts #1,#2,#3,#4,#5,and #6) for the right of way for Tadpole Road, County Road # 2302 by a separate right of way deed

recorded in the Clerk's Office of the Circuit Court of Buchanan County, Virginia as Instrument No. _____; and

WHEREAS, the Grantor desires to give and donate an easement and the Grantee desires to accept such easement as needed from Grantor for Tadpole Road, County Road #2302 as set forth in this deed of easement so to assist in providing the public right of way for a road with turn around which is part of the public road known as Tadpole Road, County Road # 2302; and

NOW THEREFORE, for and in consideration of promoting the public interest by providing a road with turn around which is part of a public road known as Tadpole Road, County Road # 2302 for use of the traveling public, the Grantor does hereby give, donate, grant and convey an easement unto the Grantee, which shall be an easement across and over a certain tract or parcel of land situate in the Rocklick Magisterial District, in Buchanan County, Virginia, and being more particularly bounded and described as follows:

Tract 7

**Penn Virginia Coal Co. (now Penn Virginia Operating Company, LLC),
Deed Book 457 Page 676**

**BEGINNING AT A COMMON CORNER OF TRACT 3 AND TRACT 4;
THENCE N 81°03'05" W A DISTANCE OF 50.59'; THENCE S 89°03'15" W A
DISTANCE OF 48.38'; THENCE N 06°20'37" E A DISTANCE OF 16.59';
THENCE N 88°37'31" E A DISTANCE OF 46.85'; THENCE S 84°44'26" E A
DISTANCE OF 52.72'; THENCE S 08°03'43" W A DISTANCE OF 20.05';
WHICH IS THE POINT OF BEGINNING, HAVING AN AREA OF 1,741
SQUARE FEET, 0.04 ACRES.**

Source and title for grantors: Penn Virginia Coal Co. (now Penn Virginia Operating Company, LLC) acquired a portion of the land affected by this right-of-way deed by a deed recorded on Deed Book 457 Page 676 in the Clerk's Office of the Circuit Court of Buchanan County, Virginia. For a more particular description of said conveyance reference is made to the recorded deed.

Included in this deed of easement is the permanent right and easement to use such additional areas for cut and/or fill slopes as being required for the proper execution of the work to be performed. Said work shall include location and construction of, or other improvement to, a public road to be used and utilized by the general public at large for all public transportation purposes. Said permanent easement will be utilized for maintenance of cut and/or fill slopes created as a requirement for the proper execution of the work to be performed.

Included in this deed of conveyance is the right and easement to construct, improve, relocate and maintain any creek, drain, drainage ditch or other drainage facilities that may

exist on the lands of the Grantor or that may be needed or convenient for the proper and adequate drainage of the aforesaid road and surrounding property and/or location, construction, reconstruction or other improvement of a road within the property to be conveyed.

There is hereby excepted and reserved from the operation of this conveyance such of the coal, oil, minerals, rights, privileges, etc., as may have been heretofore sold or excepted from said land by prior owners. Additionally, this conveyance is subject to all exceptions, limitations or conditions contained in any document which constitutes a muniment of title to the property being conveyed herein and that have been heretofore been recorded in the Clerk's Office of the Circuit Court of Buchanan County, Virginia.

That on the 3rd day of November, 2025, the Buchanan County Board of Supervisors, at a duly held meeting of the Board, approved the acquisition of the property described herein and the Chairman of the Buchanan County Board of Supervisors and the County Administrator for Buchanan County by their execution of this Deed acknowledge that the Buchanan County Board of Supervisors has authorized this property acquisition.

The execution of this Deed by Lawrence L. Moise III, County Attorney for Buchanan County, Virginia indicates his approval of the form of this Deed.

WITNESS the following signatures and seals.

GRANTOR:

BY: _____
Penn Virginia Operating Company, LLC

ACCEPTED BY GRANTEE:

BY: _____ (SEAL)
CRAIG STILTNER, Chairman of the Buchanan County, VA
Board of Supervisors

ATTEST:

ROBERT C. HORN, County Administrator

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IN RE: CONSIDER ACCEPTING THE DEED OF GIFT BY AND BETWEEN SHEA GRANT SHRADER, SONJA NICOLE GRIFFITH, IMOGENE STILTNER, MERIDITH IRENE BAILEY, WANDA BAILEY STILTNER, DOROTHY WHITED, CLAYTON STILTNER, JR. AND SANDRA D. STILTNER, HUSBAND AND WIFE, AND BUCHANAN COUNTY, VIRGINIA REGARDING TADPOLE ROAD, COUNTY ROAD NUMBER 2302 AND AUTHORIZE THE CHAIRMAN AND COUNTY ADMINISTRATOR TO EXECUTE SUCH DEED ON BEHALF OF BUCHANAN COUNTY TO ACKNOWLEDGE ITS ACCEPTANCE OF SUCH PROPERTY WITH THE APPROVAL AS TO FORM BY THE COUNTY ATTORNEY

After a general discussion by the board upon motion Jeff Cooper seconded Tim Hess and a roll call vote of seven (7) yeas, Trey Adkins, Craig Stiltner, G. Roger Rife, Jeff Cooper, Tim Hess, David Rose, Lee Dotson and zero (0) nays, this board did hereby accept the Deed of Gift by and between Shea Grant Shrader, Sonja Nicole Griffith, Imogene Stiltner, Meridith Irene Bailey, Wanda Bailey Stiltner, Dorothy Whited, Clayton Stiltner, Jr. and Sandra D. Stiltner, husband and wife, Penn Virginia Operating Company, LLC. and Buchanan County, Virginia regarding **Tadpole Road, County Road Number 2302** and authorize the Chairman and County Administrator to execute such Deed on behalf of Buchanan County to acknowledge its acceptance of such property with the approval as to form by the County Attorney.

RESOLUTION

IN RE: ACCEPTANCE OF DEED BY AND BETWEEN SHEA GRANT SHRADER, SONJA NICOLE GRIFFITH, IMOGENE STILTNER, MERIDITH IRENE BAILEY, WANDA BAILEY STILTNER, DOROTHY WHITED, CLAYTON STILTNER, JR AND SANDRA D. STILTNER, HUSBAND AND WIFE AND BUCHANAN COUNTY, VIRGINIA REGARDING TADPOLE ROAD, COUNTY ROAD NUMBER 2302 LOCATED IN THE ROCKCLICK MAGISTERIAL DISTRICT

BE IT RESOLVED, by the Buchanan County Board of Supervisors that we approve acceptance of the property (Tadpole Road, County Road Number 2302) described in that Deed of Gift attached hereto between Shea Grant Shrader, Sonja Nicole Griffith, Imogene Stiltner, Meridith Irene Bailey, Wanda Bailey Stiltner, Dorothy Whited, Clayton Stiltner, Jr and Sandra D. Stiltner, Husband and Wife and Buchanan County, Virginia, and authorized the Chairman of the Buchanan County Board of Supervisors and Robert Craig Horn, County Administrator for Buchanan County, Virginia to execute such Deed on behalf of Buchanan County to acknowledge its acceptance of such property with the approval as to form by the County Attorney.

This Resolution was adopted by the Buchanan County Board of Supervisors on this the 3rd day of December 2025 by a roll call vote of seven for and zero against.

Craig Stiltner, Chairman of the
Buchanan County Board of Supervisors

ATTEST:

Robert Craig Horn, County Administrator

THIS DEED OF GIFT, made and entered into on this the 3RD day of November, 2025, by and between **SHEA GRANT SHRADER, SONJA NICOLE GRIFFITH, IMOGENE STILTNER, MERIDITH IRENE BAILEY, WANDA BAILEY STILTNER, DOROTHY WHITED, CLAYTON STILTNER, JR and SANDRA D. STILTNER, husband and wife, PENN VIRGINIA OPERATING COMPANY, LLC,** hereinafter sometimes referred to as “**GRANTORS**”, and **BUCHANAN COUNTY, VIRGINIA,** a Political Subdivision of the Commonwealth of Virginia, hereinafter sometimes referred to as “**GRANTEE**”. [Exempt from recordation taxes pursuant to Code §58.1-811 (A) (3).]

WITNESSETH:

WHEREAS, the Grantee wishes to maintain a road with turn around which is a part of the public road in the Rocklick Magisterial District for the traveling public, namely Tadpole Road, County Road # 2302; and

WHEREAS, the Grantors desire to give and donate and the Grantee desires to accept such property as set forth in this deed of conveyance to provide the right of way for a road with turn around which is part of the public road known as Tadpole Road, County Road # 2302; and

NOW THEREFORE, for and in consideration of promoting the public interest by providing a road with turn around which is part of a public road known as Tadpole Road, County Road # 2302 for use of the traveling public, the Grantors do hereby give, donate, grant and convey unto the Grantee, **WITH GENERAL WARRANTY AND ENGLISH COVENANTS OF TITLE** , all their right, title and interest in and to all of those certain tracts or parcels of land situate in the Rocklick Magisterial District, in Buchanan County, Virginia, and being a portion of the same property which were acquired by the Grantors as set out in the sources of title herein, and being more particularly bounded and described as follows:

Property to be conveyed:

Tract 1

Shea Grant Shrader and Sonja Nicole Griffith, Intstrument No. 250000988

BEGINNING AT A POINT ALONG THE WESTERN RIGHT OF WAY FOR COUNTY ROAD 2300 (JESS FORK ROAD); THENCE N 39°31'09" W A DISTANCE OF 42.90';

THENCE N 25°14'18" E A DISTANCE OF 20.41'; THENCE S 41°14'08" E A DISTANCE OF 37.32'; THENCE S 14°20'44" W A DISTANCE OF 24.24'; WHICH IS THE POINT OF BEGINNING, HAVING AN AREA OF 769 SQUARE FEET, 0.02 ACRES.

Tract 2

Shea Grant Shrader and Sonja Nicole Griffith, Instrument No. 250000988

BEGINNING AT A CORNER OF TRACT 1; THENCE N 53°13'52" W A DISTANCE OF 63.78'; THENCE N 78°25'54" W A DISTANCE OF 22.29'; THENCE N 11°26'30" E A DISTANCE OF 14.00'; THENCE N 78°33'30" W A DISTANCE OF 60.00'; THENCE N 08°03'43" E A DISTANCE OF 6.58'; THENCE S 78°01'14" E A DISTANCE OF 60.51'; THENCE S 78°25'54" E A DISTANCE OF 26.69'; THENCE S 53°13'52" E A DISTANCE OF 64.17'; THENCE S 25°14'18" W A DISTANCE OF 20.41'; WHICH IS THE POINT OF BEGINNING, HAVING AN AREA OF 2,149 SQUARE FEET, 0.05 ACRES.

Tract 3

Imogene Stiltner, Deed Book 254 Page 241

Tex E. Stiltner, deceased

BEGINNING AT A COMMON CORNER OF TRACT 2; THENCE N 78°01'14" W A DISTANCE OF 59.21'; THENCE N 08°03'43" E A DISTANCE OF 13.47'; THENCE S 78°33'30" E A DISTANCE OF 60.00'; THENCE S 11°26'30" W A DISTANCE OF 14.00'; WHICH IS THE POINT OF BEGINNING, HAVING AN AREA OF 818 SQUARE FEET, 0.02 ACRES.

Tract 4

Meredith Irene Bailey, Wanda Bailey Stiltner, and Lisa B. Adkins (deceased), Deed Book 621 Page 76

BEGINNING AT A COMMON CORNER OF TRACT 3 AND TRACT 7; THENCE N 84°42'54" W A DISTANCE OF 50.59'; THENCE N 07°00'57" E A DISTANCE OF 3.23'; THENCE S 81°03'05" E A DISTANCE OF 50.59'; WHICH IS THE POINT OF BEGINNING, HAVING AN AREA OF 82 SQUARE FEET, 0.00 ACRES. Lisa B. Adkins died intestate on September 28, 2019 leaving as her only heir her daughter, Shonna Hutchinson. Shonna Hutchinson and her husband, Justin Hutchinson conveyed their interest in the property to Wanda Bailey Stiltner by deed dated October 28, 2019 and recorded in the Clerk's Office of the Circuit Court of Buchanan County, Va. as Instrument No. 190001698.

Tract 5

Dorothy Whited, Deed Book 525 Page 739

BEGINNING AT A CORNER OF TRACT 4; THENCE S 88°37'31" W A DISTANCE OF 48.39'; THENCE N 06°20'37" E A DISTANCE OF 3.59'; THENCE N 89°03'15" E A DISTANCE OF 48.38'; THENCE S 07°00'57" W A DISTANCE OF 3.23'; WHICH IS THE POINT OF BEGINNING, HAVING AN AREA OF 164 SQUARE FEET, 0.00 ACRES.

Tract 6

Clayton Stiltner Jr. and Sandra D. Stiltner, Deed Book 272 Page 729

BEGINNING AT A CORNER OF TRACT 5; THENCE S 88°31'50" W A DISTANCE OF 33.73'; THENCE S 69°04'18" W A DISTANCE OF 13.90'; THENCE N 06°05'57" E A DISTANCE OF 35.01'; THENCE N 86°51'08" E A DISTANCE OF 15.00'; THENCE S 03°08'52" E A DISTANCE OF 10.51'; THENCE N 88°32'21" E A DISTANCE OF 29.67'; THENCE S 06°20'37" W A DISTANCE OF 16.59'; THENCE S 06°20'37" W A DISTANCE OF 3.59'; WHICH IS THE POINT OF BEGINNING, HAVING AN AREA OF 1,117 SQUARE FEET, 0.03 ACRES.

Tract 7

Penn Virginia Coal Co. (now Penn Virginia Operating Company, LLC, Deed Book 457 Page 676

BEGINNING AT A COMMON CORNER OF TRACT 3 AND TRACT 4; THENCE N 81°03'05" W A DISTANCE OF 50.59'; THENCE S 89°03'15" W A DISTANCE OF 48.38'; THENCE N 06°20'37" E A DISTANCE OF 16.59'; THENCE N 88°37'31" E A DISTANCE OF 46.85'; THENCE S 84°44'26" E A DISTANCE OF 52.72'; THENCE S 08°03'43" W A DISTANCE OF 20.05'; WHICH IS THE POINT OF BEGINNING, HAVING AN AREA OF 1,741 SQUARE FEET, 0.04 ACRES.

Source and title for grantors: Shea Grant Shrader and Sonja Nicole Griffith acquired a portion of the land affected by this right-of-way deed by a deed recorded as Instrument No. 250000988 in the Clerk's Office of the Circuit Court of Buchanan County, Virginia. For a more particular description of said conveyance reference is made to the recorded deed.

Source and title for grantors: Tex E. Stiltner (deceased) and Imogene Stiltner acquired a portion of the land affected by this right-of-way deed by a deed recorded on Deed Book 254 Page 241 in the Clerk's Office of the Circuit Court of Buchanan County, Virginia. For a more particular description of said conveyance reference is made to the recorded deed.

Source and title for grantors: Meridith Irene Bailey, Wanda Bailey Stiltner, and Lisa B. Adkins (deceased) acquired a portion of the land affected by this right-of-way deed by a deed recorded on Deed Book 621 Page 76 in the Clerk's Office of the Circuit Court of Buchanan County, Virginia. For a more particular description of said conveyance reference is made to the recorded deed.

Source and title for grantors: Dorothy Whited acquired a portion of the land affected by this right-of-way deed by a deed recorded on Deed Book 525 Page 739 in the Clerk's Office of the Circuit Court of Buchanan County, Virginia. For a more particular description of said conveyance reference is made to the recorded deed.

Source and title for grantors: Clayton Stiltner Jr. and Sandra D. Stiltner acquired a portion of the land affected by this right-of-way deed by a deed recorded on Deed Book 272 Page 729 in the Clerk's Office of the Circuit Court of Buchanan County, Virginia. For a more particular description of said conveyance reference is made to the recorded deed.

Source and title for grantors: Penn Virginia Coal Co. (now Penn Virginia Operating Company, LLC) acquired a portion of the land affected by this right-of-way deed by a deed recorded on Deed Book 457 Page 676 in the Clerk's Office of the Circuit Court of Buchanan County, Virginia. For a more particular description of said conveyance reference is made to the recorded deed.

Included in this deed of conveyance is the permanent right and easement to use such additional areas for cut and/or fill slopes as being required for the proper execution of the work to be performed. Said work shall include location and construction of, or other improvement to, a public road to be used and utilized by the general public at large for all public transportation purposes. Said permanent easement will be utilized for maintenance of cut and/or fill slopes created as a requirement for the proper execution of the work to be performed.

Included in this deed of conveyance is the right and easement to construct, improve, relocate and maintain any creek, drain, drainage ditch or other drainage facilities that may exist on the lands of the Grantors or that may be needed or convenient for the proper and adequate drainage of the aforesaid road and surrounding property and/or location, construction, reconstruction or other improvement of a road within the property to be conveyed.

AND FURTHER WITNESSETH: That the Grantors, for the consideration stated above, also covenant and agree, upon demand of any public utility company or corporation having its facilities in, over or across the lands herein conveyed, that they, the said Grantors, will give, grant and convey unto such public utility company or corporation an easement in, over and across the lands of the Grantors lying adjacent to the lands herein conveyed for the relocation, construction, operation and maintenance of said facilities.

The Grantors covenant to and with the Grantee that they will warrant generally the title to the property hereby conveyed; that they have the right to convey same to the Grantee; that the Grantee shall have quiet possession of same, free from encumbrances, that Grantors have done no act to encumber same; and, that Grantors will execute such other and further assurances of title as may be requisite.

There is hereby excepted and reserved from the operation of this conveyance such of the coal, oil, minerals, rights, privileges, etc., as may have been heretofore sold or excepted from said land by prior owners. Additionally, this conveyance is subject to all exceptions, limitations or conditions contained in any document which constitutes a muniment of title to the property being conveyed herein and that have been heretofore been recorded in the Clerk's Office of the Circuit Court of Buchanan County, Virginia.

That on the 3rd day of November, 2025, the Buchanan County Board of Supervisors, at a duly held meeting of the Board, approved the acquisition of the property described herein and the Chairman of the Buchanan County Board of Supervisors and the County Administrator for Buchanan County by their execution of this Deed acknowledge that the Buchanan County Board of Supervisors has authorized this property acquisition.

The execution of this Deed by Lawrence L. Moise III, County Attorney for Buchanan County, Virginia indicates his approval of the form of this Deed.

WITNESS the following signatures and seals.

GRANTORS:

BY: _____
Shea Grant Shrader

BY: _____
Sonja Nicole Griffith

BY: _____
Imogene Stiltner

BY: _____
Meridith Irene Bailey

BY: _____
Wanda Bailey Stiltner

BY: _____
Dorothy Whited

BY: _____
Clayton Stiltner Jr.

BY: _____
Sandra D. Stiltner

BY: _____ (SEAL)
CRAIG STILTNER, Chairman of the Buchanan County, VA
Board of Supervisors

ATTEST:

ROBERT C. HORN, County Administrator

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IN RE: CONSIDER APPROVING TO ISSUE A CHECK IN THE AMOUNT OF \$422,238.90 TO BUCHANAN COUNTY PUBLIC SCHOOLS REGARDING THE REQUEST FOR REIMBURSEMENT NO. 01 OF THE SOUTHERN GAP HIGH SCHOOL RUFFED GROUSE LANE EXTENSION PROJECT FROM ACCOUNT 41080-7010-00 CONDITIONED UP RECEIVING THE SIGNED DEED FROM THE SCHOOL BOARD FOR RUFFED GROUSE LANE

After a general discussion by the board upon motion by Lee Dotson seconded by

Tim Hess and with the following roll call vote of seven (7) yeas, Tim Hess, Jeff Cooper, Lee Dotson, David Rose, G. Roger Rife, Trey Adkins, Craig Stiltner and zero (0) nays, this board did hereby approve to issue a check in the amount of \$422,238.90 to Buchanan County Public Schools regarding the request for reimbursement No. 01 of the Southern Gap High School Ruffed Grouse Lane Extension Project from account 41080-7010-00 conditioned up receiving the signed deed from the school board for Ruffed Grouse Lane.

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IN RE: CONSIDER APPROVING TO SCHEDULE A PUBLIC HEARING NAMING PART OF RUFFED GROUSE LANE TO EAGLE DRIVE NEAR THE NEW SOUTHERN GAP HIGH SCHOOL

After a general discussion by the board upon motion by Lee Dotson seconded by Tim Hess and with the following roll call vote of seven (7) yeas, Tim Hess, Jeff Cooper, Lee Dotson, David Rose, G. Roger Rife, Trey Adkins, Craig Stiltner and zero (0) nays, this board did hereby approve to schedule a public hearing on Monday, December 1st, at 6:15 p.m. on the proposed naming of a portion of Ruffed Grouse Lane at the intersection of Southern Gap Road, Rt. 1015 approximately 1.04 miles to Eagle Drive, which will end right pass the roundabout past the new Southern Gap High School, which county road is located in the Prater Magisterial District of Buchanan County, Virginia. Ruffed Grouse Lane would start at the end of roundabout and proceed to the intersection with Horned Lark Road and continue on from that intersection.

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IN RE: CONSIDER APPROVING THE PUBLIC NOTICE AND VENDOR SERVICE AGREEMENT FOR SNOW REMOVAL

Marcus Stiltner, Coal Road Engineer stated the Vendor Service Agreement (VSA) for Snow Removal is revised. Exhibit A of the VSA states the following:

- A. All Plow Lengths Shall Be Equal to or Greater Than Eight (8') In Length. Any Plow Less Than 8' In Length Is Not Permitted and Will Not Be Paid.
- B. All Plow Trucks Shall Be 4x4. Trucks Without 4x4 Are Not Permitted and Will Not Be Paid.
- C. Only Plow Trucks Approved on The Vendor Service Agreement Are Permitted. Trucks Used That Are Not on the Approved Vendor Service Agreement Will Not Be Paid.
- D. All Plow Trucks Must Have a Spreader Box. Trucks Without Spreader Box Are Not Permitted and Will Not Be Paid.
- E. A Vendor Approved Rate Sheet Must Be Included with Each Submitted Invoice. If There Is Not a Board of Supervisor Approved Rate Sheet Attached Then the

Invoice Will Not Be Processed for Payment. Only One (1) Approved Truck Per Invoice.

- F. The Vendor Must Have Vehicle and Dimensions of Spreader Box Verified by County Personnel at the County Maintenance Garage. The Approved Rate Sheet Must Be Signed Off on By County Personnel Prior To The Service Agreement Being Submitted for Approval. One (1) Approved Rate Sheet Per Truck Is Required. All Plow Trucks Must Be Approved by The County Maintenance Garage Before Vendor Service Agreement Can Submitted for Approval.
- G. All Prices Are Based on A Per Hour Unit Cost Which Includes All Labor and Equipment Necessary to Satisfactory Complete Said Job.
- H. No Additional Labor or Equipment Cost Will Be Paid.
- I. Invoices Will Not Be Paid Until They Are Approved by The District Supervisor.
- J. Vendor Must Provide Proof of Motor Vehicle Insurance for the Approved Snow Plow Trucks in The Minimum Amount Of \$300,000 Of Liability and Copy of Insurance Must Be Provided Before Agreement Will Be Approved.
- K. No Invoices Will Be Paid for Work Performed Without an Approved Vendor Service Agreement.
- L. Vendors Without Workers Compensation Coverage May Be Required to Sign an Assumption of Risk Form Acknowledging They Are an Independent Contractor and Are Not Covered Under the County's Worker Compensation Coverage.
- M. Any Questions Please Contact Marcus Stiltner, 276-935-4013, Or Ben Looney, 276-597-8735

Trey Adkins, Knox District Supervisor stated I think we should increase the vendors hourly rates so they can hire someone to assist them if they are needed.

Craig Stiltner, Chairman stated if you hire vendors, you can't trust then you need to send them down the road.

Marcus Stiltner stated if the contractor needs a part-time helper, let them hire the helper.

Then I think we need to add \$15.00 per hour to each contractor's equipment and truck, so they can hire someone to help, stated Craig Stiltner.

After a general discussion by the board upon motion by Trey Adkins seconded by Lee Dotson and with the following roll call vote of seven (7) yeas, Tim Hess, Jeff Cooper, Lee Dotson, David Rose, G. Roger Rife, Trey Adkins, Craig Stiltner and zero (0) nays, this board did hereby approve the following Public Notice and Vendor Service Agreement for Snow Removal, which includes a \$15.00 increase per vehicle to allow the vendor to hire a part-time helper.

PUBLIC NOTICE

The Buchanan County Board of Supervisors requests all contractors and/or individuals interested in providing snow removal on county roads to attend a meeting,

Thursday, November 13th, 2025 at 10:00 a.m., in the Board of Supervisors meeting room, located at 4447 Slate Creek Road, 3rd Floor, Grundy, VA. Vendor must provide proof of motor vehicle insurance in the minimum amount of \$300,000.00 of liability coverage and copy of insurance must be presented at this meeting. Any vendor selected to do snow removal work that does not have workers compensation coverage may be required to sign an assumption of risk form acknowledging that they are an independent contractor and not covered under the County's Workers Compensation coverage.

If you have any questions, please contact Robert C. Horn, County Administrator at 276-935-6596.

VENDOR SERVICE AGREEMENT FOR SNOW REMOVAL

THIS AGREEMENT, made and entered into on this the _____ day of _____, 20__ by and between **THE BUCHANAN COUNTY BOARD OF SUPERVISORS**, hereinafter referred to as "Board," and _____, hereinafter referred to as "Vendor".

WHEREAS, the vendor is a provider of the following services in the County of Buchanan, Virginia; and the Vendor and Board agree to be governed by the following terms and conditions.

1. TERM OF AGREEMENT

This agreement shall become effective upon the signing and execution of all duly authorized representatives and shall continue at the will and pleasure of the Board as an "At-Will." This agreement is terminable at any time without cause or advance notice by the Board. This Agreement may not be assigned by either party without the mutual written consent of both parties.

2. RESPONSIBILITIES AND OBLIGATIONS OF THE VENDOR

Vendor shall be responsible to provide the Board with snow removal services, including the necessary labor and equipment as scheduled on a basis to be determined by the Board as set forth on the schedule attached hereto and incorporated by reference into this agreement as Exhibit "A" . Vendor has the ultimate responsibility over the finished product/service. Vendor shall be an independent Contractor, and all persons working under the direction of Vendor shall be employees of Vendor and not of the Board. Vendor, and not Board, shall be liable for the payment of their wages, benefits and all taxes with respect thereto, and Vendor shall comply with all applicable federal, state and local laws, regulations, codes, rules and ordinances with respect to (a) the hiring, employment, compensation, health and safety of employees and (b) the environment. Vendor shall not be an employee of the Board, and the Vendor shall not be entitled to any employee benefits furnished by the Board other than benefits as set out herein. The methodology used by the Vendor in the performance of its work shall be determined by the Vendor, subject to the general requirements and plans set forth by the Board and its agents.

3. BOARD'S RESPONSIBILITIES

The Board shall provide the necessary materials of salt and gravel needed in the snow removal process.

4. COMPENSATION AND SERVICE HOURS FOR SNOW REMOVAL

No set hours per week are guaranteed by the Board. The rate per hour is based on the rate schedule set forth in Exhibit “A”. Compensation shall not exceed \$9,999.99 per snow event. In the case that the snow event is severe and a local emergency is declared, the cap of \$9,999.99 shall not apply, but will be subject to emergency procurement procedure. No additional labor cost is permitted. Contractor will be paid per the attached approved rate sheet and unit cost shall include all labor and equipment necessary to complete said project.

Equipment (include all vehicles that will be used)	Rate per Hour: (as approved on attached rate sheet)
A. _____	\$ _____
B. _____	\$ _____
C. _____	\$ _____
D. _____	\$ _____
E. _____	\$ _____
F. _____	\$ _____
G. _____	\$ _____
H. _____	\$ _____
I. _____	\$ _____

Vendor shall submit an invoice on the approved invoice form only to the Board at the address set forth below for the amounts properly due under this Agreement, except that any salt treatment materials used in the snow and ice removal process shall be provided by the Board. Subject to the conditions for payment and limitations on liability set forth herein within thirty (30) days after Board’s receipt of an invoice. Invoices shall include a detailed, itemized statement of all charges for which payment is sought, specifying for each date Services were rendered, the equipment used and provided by the vendor and the unit price charged therefore, and the start and stop times for each piece of snow removal equipment used and its applicable hourly rate. If Board contests any invoice or portion thereof, the contested part of the invoice shall not be due until the dispute has been resolved.

5. APPLICABLE STANDARDS

The vendor shall perform all snow removal services in accordance with all requirements of the Federal and State Constitutions and all applicable Federal and State Agencies’ Rules and Regulations.

6. INSURANCE

The vendor shall be considered an independent contractor and shall be responsible for all workers' compensation, unemployment benefits, social security and other benefits, if any, on the behalf of himself and his employees. Additionally, the vendor shall obtain and maintain motor vehicle liability insurance in the amount of at least Three Hundred Thousand Dollars (\$300,000.00); workers compensation insurance; and general liability insurance that covers the vendor and any employees of the vendor. The limits of coverage of all such policies shall be subject to the approval by the Board of Supervisors. The vendor shall provide the Board a copy of policies showing all such coverage upon signing of this agreement with the Buchanan County, Va. Board of Supervisors noted as an additional insured. In the event of cancellation by any insurance carrier, the Vendor agrees to notify the Board immediately. **IF THE VENDOR IS NOT REQUIRED UNDER THE LAW OF COMMONWEALTH OF VIRGINIA TO OBTAIN WORKERS COMPENSATION INSURANCE, SUCH VENDOR SHALL SIGN AN "ASSUMPTION OF RISK ACKNOWLEDGEMENT"**.

7. INTENT AND INDEMNIFICATION

The intent of this agreement is to provide a mutual beneficial relationship between the parties. Therefore, this contract shall be construed as though drafted jointly by both parties and shall not be construed against either party. There are no third-party beneficiaries to this agreement. Vendor assumes the entire responsibility and liability for, and agrees to pay, indemnify, defend and hold harmless County and its Board of Supervisors, employees and agents (collectively, the "Indemnified Parties") from and against any loss, expense, liability, damage or cost (including, without limitation, judgments, attorneys' fees and costs, court costs and the cost of appellate proceedings) which any of the Indemnified Parties incur because of injury to or death of any person or on account of damage to property (including, but not limited to, damage to buildings, curbs, parking blocks, islands, sidewalks, light poles, signs, landscaping, paving or striping of the Property or equipment used in connection therewith), including the loss of use thereof, or any other claim arising out of, in connection with or as a consequence of the performance of, or the failure to perform, the Services by Vendor, its agents, employees, sub Vendors or any one for whose acts Vendor may be liable with respect to the Services. Vendor, for itself and its agents, employees and sub-Vendors, and any party claiming through any of them, also waives all right of recovery, claim, action or cause of action against the Indemnified Parties for any matters described in the preceding sentence. This indemnity shall not be limited by any limitation on amount or type of damages, compensation or benefits payable by contract or by any federal or state law.

8. SEVERABILITY

In the event that any provisions of this Agreement are held to be unenforceable for any reason, the unenforceability shall not in any way effect the remainder of this Agreement which shall remain in full force and effect and enforceable in accordance with these terms.

9. DEFAULT

If Vendor fails to perform the Services as required by this Agreement or otherwise defaults under this Agreement, Board, may, in its sole discretion and in addition to

any other rights at law or in equity, (1) send notice of the default to Vendor and demand strict performance of the terms of this Agreement; (2) cancel this Agreement by notice to Vendor; or (3) cure the default, without notice to Vendor, and deduct the cost to cure and any direct and consequential damages from any payment due to Vendor at the time of default or coming due thereafter; provided, if no further payments are due to Vendor, then Vendor shall, immediately on presentation of Board's invoice, reimburse Board for the cost of curing Vendor's default and such direct or consequential damages.

10. AMENDMENTS

This agreement represents the entire understanding between the parties and constitutes a merger of all previous Agreements, oral or written. All amendments to this Agreement shall be executed in writing and agreed and signed by both parties with the same formality as this Agreement. In the event that both parties do not agree with the modifications of this agreement, this Agreement shall continue in effect without modification until terminated in accordance with the provisions set forth herein.

11. PROPER AGENTS AND ADDRESSES

For purposes of correspondence and other notice communication, the proper agents and addresses of the parties are as follows:

BOARD: Robert Craig Horn, Administrator for Buchanan County
4447 Slate Creek Road
Suite 310
Grundy, Virginia 24614

VENDOR:

Social Security #: _____
Or Fed. Tax ID # _____

Phone #: _____

12. CHOICE OF LAW

This agreement shall be construed in accordance with the Laws of the Commonwealth of Virginia and venue shall be in the Circuit Court of Buchanan County, Virginia.

WITNESS the following signatures and seals:

BUCHANAN COUNTY, VIRGINIA:

BY: _____ (SEAL)
Craig Stiltner, Chairman of the
Buchanan County, VA. Board of Supervisors

ATTEST:

Robert Craig Horn, County Administrator

(SEAL)

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IN RE: CONSIDER APPROVING THE INVOICE COAL000150 IN THE AMOUNT OF \$124.44 FROM THE VIRGINIA DEPARTMENT OF TRANSPORTATION (VDOT) FOR CST PROJECT 122112 (RT. 83/744) AND TO ISSUE A CHECK FOR THIS AMOUNT FROM ACCOUNT NUMBER CST 05-41080-7012

After a general discussion by the board upon motion by Jeff Cooper seconded by Tim Hess and with the following roll call vote of seven (7) yeas, Tim Hess, Jeff Cooper, Lee Dotson, David Rose, G. Roger Rife, Trey Adkins, Craig Stiltner and zero (0) nays, this board did hereby approve the invoice COAL 000150 in the amount of \$124.44 from the Virginia Department of Transportation (VDOT) for CST Project 122112 (Rt. 83/744) and to issue a check for this amount from account number CST 05-41080-7012.

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IN RE: CONSIDER APPROVING TO SCHEDULE A PUBLIC HEARING IN RENAMING SOUTHERN BREEZE ROAD TO VANDYKE DRIVE LOCATED IN THE GARDEN MAGISTERIAL DISTRICT

After a general discussion by the board upon motion by Jeff Cooper seconded by Tim Hess and with the following roll call vote of seven (7) yeas, Tim Hess, Jeff Cooper, Lee Dotson, David Rose, G. Roger Rife, Trey Adkins, Craig Stiltner and zero (0) nays, this board did hereby approve to schedule a public hearing on Monday, December 1st, at 6:30 p.m. on the proposed renaming Southern Breeze Road to Vandyke Drive located in the Garden Magisterial District.

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IN RE: CONSIDER APPROVING A CONTRIBUTION TO BOYS & GIRLS CLUB OF CENTRAL APPALACHIA EARMARKED FOR THE BUCHANAN COUNTY BAND BOOSTERS

Tim O'Quinn, resident requested a contribution in the amount of \$8,240.00 for the Buchanan County Marching Band. He stated two of our talented students have been selected to perform in the Macy's Thanksgiving Day Parade. Two years ago, the band had only 12 to 13 members and now the band has 32 to 34 members, he stated. This is very exciting for these two kids to have this opportunity, stated Mr. O'Quinn.

Craig Stiltner, Chairman stated I remember back in my days the band had 100 or more in the band. I'm very glad to see the interest is coming back for the band.

The \$8,240.00 will pay the expenses for the two students to participate in the parade and for Alex Rife, Band Director as chaperone, stated Mr. O'Quinn.

Jeff Cooper, Garden District Supervisor stated we provide funding for all sports, so we need to help these guys out.

Mr. O'Quinn stated the contribution could be sent to one of the high schools or to a non-profit on behalf of the Buchanan County Marching Band.

After a general discussion by the board upon motion by Jeff Cooper seconded by David Rose and with a roll call vote of seven (7) yeas, Tim Hess, Jeff Cooper, Lee Dotson, David Rose, G. Roger Rife, Trey Adkins, Craig Stiltner and zero (0) nays, this board did hereby approve a contribution in the amount of \$8,240.00 to the Boys & Girls Club of Central Appalachia earmarked for the Buchanan County Band Boosters to be divided equally among the seven district accounts.

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IN RE: PUBLIC COMMENTS

Jamie Stookey, resident asked if the curve near the concrete plant located at Southern Gap would be paved? This area is located going down the Right-Hand Fork of Greenbrier near Paul's Fans.

Matt Fields, IDA Director stated it's possible it will be paved once the new road is completed in that area.

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IN RE: CONSIDER A CONTRIBUTION TO BACKPACK BLESSINGS, INC.

Jerry Ward with Backpack Blessings, Inc. requested a contribution to assist with the backpack program this year. We've been a 501(c)(3) over 18 years and assisted thousand of children in providing backpacks with food for the weekends and holidays, he stated. This program is very much needed especially hearing about the cuts to the Snap Program.

After a general discussion by the board upon motion by Trey Adkins seconded by Jeff Cooper and with a roll call vote of seven (7) yeas, Tim Hess, Jeff Cooper, Lee Dotson, David Rose, G. Roger Rife, Trey Adkins, Craig Stiltner and zero (0) nays, this board did hereby approve an additional appropriation in the amount of \$10,000 to Backpack Blessings, Inc. line item and to issue a check in this amount to Backpack Blessing, Inc.

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IN RE: CLOSED SESSION 2.2-3711 1950 CODE OF VIRGINIA

Upon a motion by Trey Adkins seconded by G. Roger Rife and with a roll call vote of seven (7) yeas, David Rose, Tim Hess, Trey Adkins, Craig Stiltner, Jeff Cooper, G. Roger Rife, Lee Dotson and zero (0) nays, this board agreed to convene in closed session as permitted by Virginia Code Section, 2.2-3711(A)(8), consultation with legal counsel regarding a claim from James Tatum for damages to his 2022 Ford Super Duty F-450 Truck; Virginia Code Section, 2.2-3711(A)(8), consultation with legal counsel regarding gas mineral license tax; Virginia Code Section, 2.2-3711(A)(8), consultation with legal counsel regarding an agreement for Buchanan County Public Service Authority involving FEMA and AMLER; Virginia Code Section, 2.2-3711(A)(3)(8), consultation with legal counsel regarding available county property for land development; Virginia Code Section, 2.2-3711(A)(5), consultation with legal counsel regarding Project Nexus and Project Galen for the Buchanan County Industrial Development Authority.

Motion was made by Jeff Cooper to return from closed session seconded by Tim Hess and with the following roll call vote of seven (7) yeas, David Rose, Trey Adkins, Tim Hess, Jeff Cooper, G. Roger Rife, Craig Stiltner, Lee Dotson and zero (0) nays, this board did hereby approve to return from closed session.

This board meeting resumed in open session after being in executive session for one (1) hour and twenty-eight (28) minutes.

A motion by Jeff Cooper seconded by Tim Hess with Craig Stiltner, Chairman of the Buchanan County Board of Supervisors announcing during such session the board had also discussed Virginia Code Section, 2.2-3711 (A)(3)(8), a matter involving a new medical service in Buchanan County and Virginia Code Section, 2.2-3711(A)(8), consultation with legal counsel regarding the relocation of the Buchanan County Animal Shelter.

The board of supervisors ratified the discussion of the additional matters during closed session and then each of the members of the board certified that they did not discuss any other matters other than the foregoing in such session.

The motion was agreed upon by the following roll call vote of seven (7) yeas, David Rose, Trey Adkins, Tim Hess, Jeff Cooper, G. Roger Rife, Craig Stiltner, Lee Dotson and zero (0) nays.

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**IN RE: CONSIDER APPROVING APPOINTMENTS AND/OR
REAPPOINTMENTS TO THE APPALACHIAN COLLEGE OF
PHARMACY**

After a general discussion by the board upon motion by Jeff Cooper seconded by David Rose and with a roll call vote of seven (7) yeas, David Rose, Trey Adkins, Tim Hess, Jeff Cooper, G. Roger Rife, Craig Stiltner, Lee Dotson and zero (0) nays, this board did hereby appoint David Compton and Frannie Minton with a term ending October 2028 and Ginger Robertson with a term ending December 2028 to the Appalachian College of Pharmacy Board of Trustees.

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**IN RE: CONSIDER RATIFYING THE CONTRACT/RECEIPT BETWEEN
TERRY LESTER AND BUCHANAN COUNTY REGARDING
OCTOBERFEST HELD ON SATURDAY, OCTOBER 11, 2025**

After a general discussion by the board upon motion by Jeff Cooper seconded by David Rose and with a roll call vote of seven (7) yeas, David Rose, Trey Adkins, Tim Hess, Jeff Cooper, G. Roger Rife, Craig Stiltner, Lee Dotson and zero (0) nays, this board did hereby ratify the contract/receipt between Terry Lester and Buchanan County regarding Octoberfest held on Saturday, October 11th.

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**IN RE: CONSIDER APPROVING APPOINTMENTS TO THE BUCHANAN
COUNTY DEPARTMENT OF SOCIAL SERVICE
ADMINISTRATIVE BOARD FOR THE NORTH GRUNDY
DISTRICT (FOUR-YEAR TERM); SOUTH GRUNDY DISTRICT
(ONE-YEAR TERM) AND GARDEN DISTRICT (TWO-YEAR
TERM)**

After a general discussion by the board upon motion by David Rose seconded by Jeff Cooper and with a roll call vote of seven (7) yeas, David Rose, Trey Adkins, Tim Hess, Jeff Cooper, G. Roger Rife, Craig Stiltner, Lee Dotson and zero (0) nays, this board did hereby appoint the following to the Buchanan County Department of Social Service Administrative Board of Director for the following terms:

- Tina Compton as representative for the North Grundy Magisterial District for a four-year term ending November 3rd, 2029;
- Lynn Smith as representative for the South Grundy Magisterial District for a one-year term ending November 3rd, 2026;
- Whitney Breeding as representative for the Garden Magisterial District for a two-year term ending November 3rd, 2027.

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IN RE: CONSIDER REQUEST FROM JAMES TATUM FOR DAMAGES TO HIS 2022 FORD SUPER DUTY F-450

After a general discussion by the board upon motion by Tim Hess seconded by David Rose and with a roll call vote of seven (7) yeas, David Rose, Trey Adkins, Tim Hess, Jeff Cooper, G. Roger Rife, Craig Stiltner, Lee Dotson and zero (0) nays, this board did hereby approve to issue a check in the amount of \$250.00 to James Tatum for his deductible, which wasn't received from his insurance for the damages to his 2022 Ford Super Duty F-450 Truck with the understanding that the County is not waiving its defense of Sovereign Immunity; and further conditioned upon Mr. Tatum signing a release before receiving the \$250.00 check.

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IN RE: CONSIDER ADOPTING THE OSHA MANUAL FOR BUCHANAN COUNTY

After a general discussion by the board upon motion by Tim Hess seconded by Lee Dotson and with a roll call vote of seven (7) yeas, David Rose, Trey Adkins, Tim Hess, Jeff Cooper, G. Roger Rife, Craig Stiltner, Lee Dotson and zero (0) nays, this board did hereby adopt the OSHA Manual for Buchanan County. A copy of this manual is located in the Buchanan County Administrator's Office for review.

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IN RE: CONSIDER APPROVING A LETTER OF COMMITMENT IN THE AMOUNT OF FIVE MILLION DOLLARS TO THE BUCHANAN COUNTY PUBLIC SERVICE AUTHORITY REGARDING THE BIG ROCK/CONAWAY WASTEWATER TREATMENT PLANT REPLACEMENT PROJECT

After a general discussion by the board upon motion by Jeff Cooper seconded by Lee Dotson and with a roll call vote of five (5) yeas, Jeff Cooper, Craig Stiltner, Lee Dotson, G. Roger Rife, Trey Adkins, zero (0) nays and two (2) abstained, Tim Hess and David Rose, this board did hereby commitment the amount of \$5,250,000.00 to the Buchanan County Public Service Authority regarding the Big Rock/Conaway Wastewater Treatment Plant Replacement Project.

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IN RE: CONSIDER ADOPTING THE RESOLUTION REGARDING THE BIG ROCK/CONAWAY WASTEWATER TREATMENT PLANT REPLACEMENT PROJECT

After a general discussion by the board upon motion by Jeff Cooper seconded by

G. Roger Rife and with a roll call vote of five (5) yeas, Jeff Cooper, Craig Stiltner, Lee Dotson, G. Roger Rife, Trey Adkins, zero (0) nays and two (2) abstained, Tim Hess and David Rose, this board did hereby adopt the following Resolution regarding the Big Rock/Conaway Wastewater Treatment Replacement Project.

RESOLUTION

WHEREAS, Buchanan County, Virginia, has been obligated, contingent on certain conditions, \$1,000,000 from the Virginia Community Development Block Grant (CDBG) Program and \$1,000,000 from the Appalachian Regional Commission for the Big Rock/Conaway Wastewater Treatment Plant Replacement Project;

NOW THEREFORE, BE IT RESOLVED, that the County hereby will appropriate the total sum of \$2,000,000 to this project contingent on receiving the funds from the Virginia Department of Housing and Community Development.

This 3rd day of November, 2025.

Craig Stiltner, Chairman

_____ 000 _____

IN RE: CONSIDER APPROVING ADDITIONAL APPROPRIATIONS

After a general discussion by the board upon motion by Jeff Cooper seconded by Tim Hess and with a roll call vote of seven (7) yeas, Tim Hess, David Rose, Jeff Cooper, Craig Stiltner, Lee Dotson, G. Roger Rife, Trey Adkins and zero (0) nays, this board did hereby approve the following additional appropriations:

- Additional appropriation in the amount of \$69.54 to the Circuit Court, account number 21060-3320 (maintenance and copier supplies);
- Additional appropriation in the amount of \$1,557.50 to the Buchanan County Sheriff's Office account number 31020-1150 (salaries and wages);
- Additional appropriation in the amount of \$595.00 to the Buchanan County Sheriff's Office account number 31020-1150 (salaries and wages),
- Additional appropriation in the amount of \$770.00 to William P. Harris Park (supplies) account number 71040-6022-02;
- Additional appropriation in the amount of \$990.00 to William P. Harris Park (supplies) account number 71040-7010-02.

_____ 000 _____

**IN RE: CONSIDER ADOPTING A RESOLUTION APPROVING THE
 CUMBERLAND PLATEAU PLANNING DISTRICT
 COMMISSION 2025 HAZARD MITIGATION PLAN UPDATE**

After a general discussion by the board upon motion by Jeff Cooper seconded by Tim Hess and with a roll call vote of seven (7) yeas, Tim Hess, David Rose, Jeff Cooper, Craig Stiltner, Lee Dotson, G. Roger Rife, Trey Adkins and zero (0) nays, this board did hereby adopt the following Resolution approving the Cumberland Plateau Planning District Commission 2025 Hazard Mitigation Plan Update.

BUCHANAN COUNTY, VIRGINIA

RESOLUTION NO. 4

**A RESOLUTION OF BUCHANAN COUNTY ADOPTING THE
CUMBERLAND PLATEAU PLANNING DISTRICT COMMISSION
2025 HAZARD MITIGATION PLAN UPDATE**

WHEREAS the Buchanan County Board of Supervisors recognizes the threat that natural hazards pose to people and property within Buchanan County; and

WHEREAS Buchanan County has prepared a multi-hazard mitigation plan, hereby known as the Cumberland Plateau Planning District Commission 2025 Hazard Mitigation Plan Update in accordance with federal laws, including the Robert T. Stafford Disaster Relief and Emergency Assistance Act, as amended; the National Flood Insurance Act of 1968, as amended; and the National Dam Safety Program Act, as amended; and

WHEREAS the Cumberland Plateau Planning District Commission 2025 Hazard Mitigation Plan Update identifies mitigation goals and actions to reduce or eliminate long-term risk to people and property in Buchanan County from the impacts of future hazards and disasters; and

WHEREAS adoption by the Buchanan County Board of Supervisors demonstrates its commitment to hazard mitigation and achieving the goals outlined in the Cumberland Plateau Planning District Commission 2025 Hazard Mitigation Plan Update.

**NOW THEREFORE, BE IT RESOLVED BY THE BUCHANAN COUNTY
BOARD OF SUPERVISORS, THAT:**

In accordance with The Code of Virginia, § 15.2-1425, the Buchanan County Board of Supervisors adopts the Cumberland Plateau Planning District Commission 2025 Hazard Mitigation Plan Update.

While content related to Buchanan County may require revisions to meet the plan approval requirements, changes occurring after adoption will not require Buchanan County to re-adopt any further iterations of the plan.

Subsequent plan updates following the approval period for this plan will require separate adoption resolutions. ADOPTED by a vote of seven in favor and zero against, and zero abstaining, this 3rd day of November, 2025.

By: _____ Craig Stiltner, Chairman

ATTEST: By: _____ Robert C. Horn, County Administrator

_____ 000 _____

IN RE: CONSIDER APPROVING AND ISSUING PAYMENT FOR CONTRIBUTIONS

After a general discussion by the board upon motion by Jeff Cooper seconded by Tim Hess and with a roll call vote of seven (7) yeas, Tim Hess, David Rose, Jeff Cooper, Craig Stiltner, Lee Dotson, G. Roger Rife, Trey Adkins and zero (0) nays, this board did hereby approve the following contributions and to issue payment:

Hurley Youth Sports, Inc.	\$1,160.00
Buchanan County Youth League Football Associations	\$4,000.00
Clinch Independent Living Services, Inc.	\$2,507.26
Twin Valley Varsity and JV Boys Basketball Boosters, Inc.	\$8,000.00
Feeding My Sheep	\$4,000.00
Grundy High School (XC)	\$3,000.00
Council High School (Sr. Trip)	\$15,000.00
	0

_____ 000 _____

IN RE: CONSIDER THE EFFECTS OF THE GOVERNMENT SHUT DOWN ON THE COUNTY FINANCIAL POSITION

Robert C. Horn, County Administrator stated several people have come to me and asked about their state and federal funding, such as the Department of Social Services. If this government shutdown continues this month, we need to be ready at the December meeting to address these issues.

_____ 000 _____

IN RE: CONSIDER APPROVING A LETTER OF INTENT FOR PROJECT NEXUS

After a general discussion by the board upon motion by Trey Adkins seconded by Lee Dotson and with a roll call vote of six (6) yeas, Tim Hess, David Rose, Craig Stiltner, Lee Dotson, G. Roger Rife, Trey Adkins, zero (0) nays and one (1) abstention,

Jeff Cooper, this board did hereby approve a letter of intent for Project Nexus.

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IN RE: CONSIDER APPROVING A RESOLUTION REGARDING PROJECT GALEN

After a general discussion by the board upon motion by Trey Adkins seconded by Jeff Cooper and with a roll call vote of seven (7) yeas, Tim Hess, David Rose, Jeff Cooper, Craig Stiltner, Lee Dotson, G. Roger Rife, Trey Adkins and zero (0) nays, this board did hereby adopt the following Resolution regarding Project Galen:

RESOLUTION

IN RE: IN SUPPORT OF BUCHANAN GENERAL HOSPITAL NEGOTIATING A MANAGEMENT SERVICES AGREEMENT WITH THE UNIVERSITY OF PIKEVILLE TO IMPROVE MEDICAL CARE AND MEDICAL SERVICES IN BUCHANAN COUNTY, VIRGINIA

WHEREAS, the Buchanan General Hospital (BGH) is the primary provider of medical care in Buchanan County, Virginia; and

WHEREAS, the University of Pikeville operates a medical school program that could be utilized by BGH to upgrade its medical services in Buchanan County, Va.; and

WHEREAS, the Buchanan County Board of Supervisors strongly believes that the University of Pikeville can provide management services to BGH that will improve medical care for the citizens of Buchanan County, Virginia; and

THEREFORE, be it hereby Resolved that the Buchanan County Board of Supervisors supports the concept of the University of Pikeville and BGH negotiating a management services agreement that can be beneficial to both parties with the result of expanding and improving medical care and services for the citizens of Buchanan County, Virginia; and accordingly the Board of Supervisors urges the Board of Directors of BGH to engage with the University of Pikeville to negotiate such a management services agreement.

This Resolution was adopted by the Buchanan County Board of Supervisors on the 3rd day of November, 2025.

Recorded vote:

Moved: _____

Seconded: _____

Yeas: _____

Nays: _____

Craig Stiltner, Chairman
Buchanan County Board of Supervisors

ATTEST:

Robert Craig Horn, County Administrator

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**IN RE: CONSIDER APPROVING A LETTER OF COMMITMENT
REGARDING A AMLER APPLICATION FOR THE VIRGINIA
DEPARTMENT OF ENERGY FOR THE BUCHANAN COUNTY
PUBLIC SERVICE AUTHORITY**

After a general discussion by the board upon motion by Trey Adkins seconded by Lee Dotson and with a roll call vote of five (5) yeas, Jeff Cooper, Craig Stiltner, Lee Dotson, G. Roger Rife, Trey Adkins zero (0) nays and two (2) abstained, Tim Hess and David Rose, this board did hereby make a commitment in the amount of \$3,251,710.00, which FEMA will be reimbursing a percentage of said \$3,251,710.00. It is the understanding of the Board of Supervisors that this commitment of local funding is part of the Virginia Department of Energy, vetting of the AMLER application from Buchanan County Public Service Authority for its sewer rehabilitation project in the Levisa Fork and Slate Creek areas of Buchanan County.

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**IN RE: CONSIDER APPROVING AN ADDITIONAL APPROPRIATION
TO TREY ADKINS ATHLETIC CENTER**

After a general discussion by the board upon motion by Trey Adkins seconded by Jeff Cooper and with a roll call vote of seven (7) yeas, Tim Hess, David Rose, Jeff Cooper, Craig Stiltner, Lee Dotson, G. Roger Rife, Trey Adkins and zero (0) nays, this board did hereby approve an additional appropriation in the amount of \$10,000 to Trey Adkins Athletic Center account number 71060-7010-10.

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**IN RE: CONSIDER ADOPTING THE AGREEMENT BETWEEN
BUCHANAN COUNTY BOARD OF SUPERVISORS AND
BUCHANAN COUNTY PUBLIC SERVICE AUTHORITY
REGARDING THE BIG ROCK/CONAWAY WASTEWATER
TREATMENT REPLACEMENT PROJECT SUBJECT TO THE
APPROVAL OF THE COUNTY ATTORNEY AS TO THE FORM
OF THE AGREEMENT**

After a general discussion by the board upon motion by Jeff Cooper seconded by Lee Dotson and with a roll call vote of five (5) yeas, Jeff Cooper, Craig Stiltner, Lee Dotson, G. Roger Rife, Trey Adkins zero (0) nays and two (2) abstained, Tim Hess and David Rose, this board did hereby adopt the following Agreement between Buchanan County Board of Supervisors and Buchanan County Public Service Authority regarding the Big Rock/Conaway Wastewater Treatment Replacement Project subject to the approval of the county attorney as to the form of the agreement:

Agreement

This Agreement entered into this 3rd day of November, 2025, by and between the Board of Supervisors of Buchanan County, Virginia, (hereinafter referred to as Buchanan County or County), and the Buchanan County Public Service Authority (hereinafter referred to as PSA).

Witnesseth

WHEREAS, Buchanan County has been approved by the Virginia Department of Housing and Community Development (DHCD) to receive Appalachian Regional Commission funds (ARC) in accordance with grant applications submitted by Buchanan County in order to construct the Big Rock/Conaway Wastewater Treatment Replacement Project (hereinafter referred to as the Replacement Project); and

WHEREAS, under the regulations of the ARC the County is the legal entity which is permitted to enter into a contract for the receipt of the grant funds in order to implement the Grant; and

WHEREAS, it is appropriate and proper for the legal entity, which is the recipient of the grant to enter into a contractual agreement with another agency to own and operate the systems for which the said funds are being distributed to the County; and

WHEREAS, the PSA is the official public entity created pursuant to Section 15.1-1241 et. Seq. of the 1950 Code of Virginia, as amended, which has been delegated the responsibility for all matters related to the Replacement Project in Buchanan County, Virginia; and

WHEREAS, the PSA will accept ownership and operation of said system, and

WHEREAS, the County has formally agreed to assist in obtaining additional funding required in order to complete the Replacement Project being that amount of funding by which the total cost of the Replacement Project exceeds the total amount of the ARC funding, other grant funding and the proceeds of loan to the PSA from the Virginia Department of Health and any other funding that the PSA has obtained or will obtain for the Big Rock/Conaway Wastewater Treatment Replacement Project.

NOW, THEREFORE, for good and valuable consideration, including the mutual exchange of promises by the between the parties, Buchanan County and the PSA do hereby mutually agree as follows:

1. Buchanan County agrees to accept the ARC grant.
2. Buchanan County agrees to enter into the necessary Agreement with DHCD to make all to the assurances required in the contract documents, that the County must sign in order to implement the ARC grant and receive the grant funds.
3. PSA hereby formally agrees that it will own and operate Replacement systems which the PSA constructs with ARC monies.
4. Buchanan County and PSA agree to make draw downs in accordance with the ARC regulations not to exceed the amount of the approved ARC grant.

5. No request for a draw down on grant funds will be made by Buchanan County unless complete and accurate progress and financial reports satisfactory to Buchanan County indicating the nature of work or activity covered by this request, have been submitted by PSA contractors and PSA consultant engineers and are certified as being true and accurate by the official representative of the PSA contractors and PSA engineers.
6. Buchanan County agrees to appropriate funds not to exceed the amount of the VARC monies. Such appropriations shall only be made after receipt of grant funds by Buchanan County through the Virginia Department of Housing and Community Development. All appropriations are subject to and conditioned upon the budget appropriation process.
7. The PSA agrees to obtain and provide the necessary matching share funds required to complete the Replacement Project being the difference of the Replacement Project costs and the total of the County's ARC grant, any other grant funds received for the project, other funds obtained by the PSA, including but not limited to the loan proceeds from the Virginia Department of Environmental Quality (DEQ).
8. The PSA and County shall initiate the activities required by the contract documents beginning as soon as the VARC contract is executed.
9. The PSA and the County shall complete the work as described in the contract documents in compliance with the implementation schedule submitted to ARC.
10. The PSA and County hereby agree to carry out all of the terms of the Agreement entered into by and between Buchanan County and the ARC including all of the General Conditions, Equal Employment Opportunity and Assurances made a part of the contract documents listed heretofore which are incorporated by reference in this Agreement, as Exhibits "A".
11. The PSA hereby agrees to properly administer the ARC funds through ARC for the Replacement Project in accordance with all applicable federal, state county laws. The PSA also agrees to comply with any and all regulations and restrictions to the Virginia Department of Housing and Community Development in the administration of the ARC and in the construction phase of the Replacement Project. It is agreed by and between the parties that any and all financial, administrative and other records required to be maintained in conjunction with this project by an applicable regulation or agreement will be prepared and maintained by the PSA through the CPPDC. The County and PSA shall be responsible for all fiscal accounting responsibilities in accordance with the disbursement of funds under all of ARC, together with the preparation and filing of any and all reports necessary for processing and implementation of ARC and for the obtaining of the draw down of funds for the Replacement Project. Buchanan County and PSA agree to receive and review progress and financial reports before requesting a drawdown of ARC funds, with administrative assistance from the CPPDC.
12. The PSA agrees to ensure that all construction work performed in connection with the Replacement Project complies with all applicable laws as outlined in the ARC Grant Management Manual and is accomplished in a professional and workmanlike manner. It is hereby agreed by and between the parties that the PSA will be responsible for ensuring that all work performed on the Replacement

Project is in compliance with the terms of the ARC grant and any and all specifications of these funding agencies.

13. The parties agree that the PSA is fully responsible for all purchasing, bidding and contracting in connection with the Replacement Project and is responsible for complying with all applicable Federal, State and County procurement laws and bidding procedures as outlined in the Grant Management Manual. The PSA consultant engineer and or administrative assistant will assist the PSA in these efforts.
14. PSA agrees to save and hold harmless Buchanan County, the Board of Supervisors of Buchanan County, and its officers, agents, and employees from any and all liability, claim, suits, judgments and recoveries of whatsoever nature which may arise in connection with the administration of the ARC for the Replacement Project and the construction work performed on the project.
15. In executing this Agreement, it is the intention of the parties that the PSA shall own and operate the Replacement systems on behalf of the county. The PSA will be fully responsible for procuring and performance of all the engineering, construction, administration and related work on the Replacement Project in accordance with the plans, specifications, engineering studies of the grant application and all other ARC contract documents as heretofore specified. The PSA shall bear the full responsibility for auditing its records of expenditures and disbursement of all funds in connection with the Replacement Project. Buchanan County is responsible for the audit of its financial records relating to the receipt and disbursement of ARC and other funds to the PSA for the Wastewater Treatment Plant Replacement Project.
16. The parties agree that the Board of Supervisors of Buchanan County, its agents, officers, and employees shall not be liable for PSA's default, negligence, neglect, malfeasance, failure to properly account for funds, failure to comply with federal, state, or local laws, or any failure of the PSA to comply with the terms of the VARC, or any provisions of the contract documents heretofore enumerated in conjunction with the Replacement Project.
17. Furthermore, upon completion of said construction, the PSA will assume ownership and responsibility of the system and agrees to operate and maintain the Replacement facilities completed under this grant as a part of its regular operations.
18. This Agreement may be amended from time to time only by written authorization of both parties, executed with the same formality as this Agreement.
19. This Agreement comports in all respects with the laws of the Commonwealth of Virginia.

IN WITNESS WHEREOF, the parties have hereunto set their signatures and seal this 3rd day of November, 2025.

Craig Stiltner, Chairman
Board of Supervisors of
Buchanan County, Virginia.

Tim Hess, Acting Executive Director
Buchanan County Public Service Authority

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IN RE: ADJOURNMENT

After a general discussion by the board upon motion by Tim Hess seconded by David Rose and with a roll call vote of seven (7) yeas, Jeff Cooper, Lee Dotson, David Rose, Craig Stiltner, Tim Hess, G. Roger Rife, this board did hereby approve to adjourn the meeting.

Craig Stiltner, Chairman of the
Buchanan County Board of Supervisors

Robert Craig Horn, County Administrator