

MINUTES

A regular meeting of the Buchanan County Board of Supervisors was held on the 2nd day of March 2026 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: Tim Hess, Chairman
Trey Adkins
G. Roger Rife
David Rose
Lee Dotson
Jeff Cooper
Craig Stiltner

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: CONSENT AGENDA

After a general discussion by the board upon motion by Craig Stiltner seconded by Lee Dotson 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. Approve minutes for Continued Meeting February 2nd, 2026, Regular Board Meeting February 2nd, 2026, Continued Meeting February 12th, 2026 and Special Called Meeting February 18th, 2026;
- b. Ratify payroll after review;
- c. Ratify the payment of bills by Resolution adopted on January 5th, 2026. (Including the Buchanan County Head Start ratified bill list and bill list)
- d. Approve the attached list of coyote claims in the amount of \$100.00 per claim and to issue checks.

Austin Looney	One Claim
Keith Stiltner	One Claim
Jimmy Lester	Two Claims
Bobby Justus	Two Claims
Ricky Blankenship	Two Claims
Anthony Blankenship	One Claim
Kenneth W. Horne	Two Claims

Lukas Shortt	Two Claims
Chad Deel	Four Claims
Jack Whitten	Two Claims
Charles Compton	One Claim
Cody Epling	One Claim
Randy Wimmer	One Claim
Chris Wolford	Three Claims
Austin Deel	One Claim
Robert Sauer	One Claim
Garman Lee Rice	Two Claims
Gary Keen	One Claim
Danny Horton	One Claim
Gilbert Cooper	One Claim
John Boyd	Two Claims
Anthony Dwayne Hensley	One Claim
Logan Looney	One claim
Raymond Webb	One Claim
Hunter Scarberry	One Claim
Ethan Kiser	One Claim
Tim Sisk	One Claim
Billy Yates	Eight Claims
Lonnie Fuller	One Claim

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**IN RE: KEN SMITH WITH SONS OF CONFEDERATE VETERANS –
CONSIDER ADOPTING THE RESOLUTION DECLARING APRIL
2026 AS CONFEDERATE HERITAGE AND HISTORY MONTH
AND ADDITIONAL HISTORICAL ITEMS FOR TOURISM**

Ken Smith with Sons of Confederate Veterans stated he wanted to give a rundown of what the Sons of Confederate Veterans has been doing this year. We have adopted a route near Little Prater for the Assign A Highway Program to clean up twice a year. Also, we assist Feeding American and Feeding My Sheep Food Pantry. We participated with a celebration for Lee-Jackson Day in the county, he stated.

After a general discussion by the board upon motion by Craig Stiltner seconded by Trey Adkins 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 declaring that April 2026 be designated as Confederate Heritage and History Month.

Lt Col Vincent A. Witcher - Camp #1863
Sons of Confederate Veterans
Post Office Box 386
Grundy, Virginia 24614
Email: koalbucket@gmail.com
Web site: www.geocities.com/witcher_camp
Phone: 276-935-2018 Fax: 276-935-4101
Glenn Richardson – Commander ~ Ken Smith – Adjutant/Treasurer

CONFEDERATE HERITAGE AND HISTORY MONTH RESOLUTION

Be it hereby resolved that the Buchanan County Board of Supervisors in Commemoration of the Distinguished Service of the Confederate Veterans of Buchanan County declare that April 2026 be designated as Confederate Heritage and History Month.

The American Civil War was a difficult and trying time for this Nation and the Commonwealth of Virginia and this fledgling county.

The Recognition of the Service of these Buchanan County residents needs to be remembered and honored: As they fought and served to protect their homes and families.

Of over 500 men in 1860 from Buchanan County, nearly 400 served in the Confederate Army and another 100 served in the Federal Army and with this resolution the service of these men will be remembered and honored.

So, it is with great pride and honor that the Buchanan County Board of Supervisors do adopt this resolution sponsored by the Lt. Col. Vincent Addison Witcher Camp # 1863, Virginia Division, Army of Northern Virginia of the Sons of Confederate Veterans.

This resolution was adopted on the 2nd day of March, 2026.

Chairman of the Buchanan County
Board of Supervisors

ATTEST:

County Administrator

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IN RE: JASON MCGLOTHLIN, PRESIDENT OF BUCHANAN COUNTY CHAMBER OF COMMERCE – REQUEST A CONTRIBUTION FOR A SPECIAL EVENT FOR THE CELEBRATION OF AMERICA’S 250TH BIRTHDAY AND THE TOWN OF GRUNDY’S 150TH BIRTHDAY

Jason McGlothlin, President of Buchanan County Chamber of Commerce stated the Chamber and the Levisa River Chapter of the Daughters of the American Revolution have four events planned for the Celebration of American’s 250th Birthday and the Town of Grundy’s 150th Birthday. One event is planned in May at the museum at Keen Mountain, which is still under construction. In June, there will be a Family Fun Day at Southern Gap with bouncy houses, food trucks and a drone show. He stated to do a 300-drone show is going to cost over \$30,000. We are going to partner with the town with the fireworks in July. Then in August, we’re going to do some kind of drama play at the theater in Grundy.

What I’m requesting is a contribution in the amount of \$20,000 to the Chamber to assist with the drone show, which will be held at Southern Gap, stated Mr. McGlothlin. The drone show has to be held where there’s not a lot of light, so you can see it properly, he stated. The Chamber plans on seeking funds from other sources.

Robert C. Horn, County Administrator stated the board doesn’t need to make any additional appropriations for the remainder of this fiscal year. It’s already looking like the county will have a \$2 million deficit for this fiscal year.

After a general discussion by the board upon motion by Craig Stiltner seconded by Jeff Cooper 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 approve a contribution and to issue a check in the amount of \$20,000 to be divided equally among the seven district accounts to the Buchanan County Chamber of Commerce, which is earmarked for a special event in Celebration of America’s 250th Birthday.

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IN RE: VICKIE CLEVINGER, REGISTRAR – CONSIDER APPOINTING A COMMITTEE REGARDING THE AMENDMENT OF THE ORDINANCE ENTITLED "2021 ORDINANCE REAPPORTIONING AND REDRAWING BUCHANAN COUNTY'S MAGISTERIAL DISTRICTS AND PRECINCTS AND ESTABLISHING A CENTRAL ABSENTEE VOTER PRECINCT AND POLLING PLACES FOR SUCH PRECINCTS", WHICH COULD AFFECT SIX OF THE SEVEN DISTRICTS POLLING PLACES

Steve O'Quinn, Electoral Board Member stated it's the responsibility of the board of supervisors to provide places where residents can vote and making sure it's ADA Compliant. With three high schools being closed the polling places for those precincts for the election will need to be relocated, he stated. They are Blackey, North Grundy and Whitewood. Blackey and Hurley could be combined, he stated. Also, we'll need to move the J.M. Bevins precinct from J. M. Bevins Head Start Building to the new gymnasium. The Grassy, Fox and Hurricane precincts need to be closed or come into ADA compliance.

We can start working on this now, stated Trey Adkins, Knox District Supervisor.

After a general discussion by the board upon motion by Jeff Cooper seconded by David Rose 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 appoint Lee Dotson, Jeff Cooper, Tim Hess and David Rose to a committee to review the relocations of voting precincts and precincts that are in need of repairs to become ADA compliant.

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**IN RE: CONSIDER APPROVING ADDITIONAL BUDGET
 APPROPRIATION IN THE AMOUNT OF \$24,523.00 TO THE
 ELECTORAL BOARD ACCOUNT NUMBER 13010-3100 FOR THE
 SPECIAL ELECTION ON APRIL 21ST, 2026**

After a general discussion by the board upon motion by Craig Stiltner seconded by Trey Adkins and with a roll call vote of seven (7) yeas, David Rose, Lee Dotson, G. Roger Rife, Trey Adkins, Tim Hess, Jeff Cooper, Craig Stiltner and zero (0) nays, this board did hereby approve an additional budget appropriation in the amount of \$24,523.00 to the Electoral Board account number 13010-3100 for the Special Election on April 21st, 2026, which funding will be reimbursed by the State of Virginia.

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**IN RE: PUBLIC HEARING – 6:15 P.M - TO HEAR PUBLIC COMMENTS
 REGARDING THE PROPOSED ORDINANCE TO INCREASE TO
 THE PRODUCT PRICE LIST FOR THE BUCHANAN COUNTY
 TRANSFER STATION**

Tim Hess, Chairman opened the public hearing for comments.

With no comments from the public, upon motion by Craig Stiltner seconded by Jeff Cooper and with a roll call vote of seven (7) yeas, David Rose, Lee Dotson, G. Roger

Rife, Trey Adkins, Tim Hess, Jeff Cooper, Craig Stiltner and zero (0) nays, this board did hereby approve to close the public hearing.

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**IN RE: CONSIDER ADOPTING ORDINANCES FOR CHAPTER 76,
 SOLID WASTE OF THE BUCHANAN COUNTY CODE**

After a general discussion by the board upon motion of Craig Stiltner seconded by Lee Dotson and with a roll call vote of seven (7) yeas, David Rose, Lee Dotson, G. Roger Rife, Trey Adkins, Tim Hess, Jeff Cooper, Craig Stiltner and zero (0) nays, this board did hereby adopt the following Ordinances for Chapter 76, Solid Waste of the Buchanan County Code:

- Section 76-8.3 Commercial Service
- Section 76-8.4 Institutional and Industrial Services
- Section 76-8.5 Household Trash Taken to Transfer Station

76-8.3 COMMERCIAL SERVICE

The County will offer to collect solid waste from commercial establishments by roll-off containers on a contract basis with the County. The following rates shall apply:

COMMERCIAL WASTE

6 yd Dumpster Rent	= 75.00 Month
Haul fee for 6 yd Dumpster	= \$48.00 per dumping
Roll Off Rent	=100.00 Month
Haul Fee (pickup roll offs)	= 150.00 per load
Set Up Fee Roll Off	= 100.00 per can
Small Business Rate	= 15.00 Per Month
	Misc. solid waste pickup fee=\$8 per yard
	6 yd dumpster with shingles=\$96.00 per dumping

Individuals are required to fill out a Temporary/Permanent Agreement for all Roll-Off Containers.

Each commercial establishment shall properly dispose of its waste in compliance with this chapter and state and federal law.

This Amended Ordinance was adopted on this the 2nd day March, 2026 by the Buchanan County, Va., Board of Supervisors.

Recorded Roll Call Vote:

Moved by: Craig Stiltner
Seconded by: Lee Dotson

Tim Hess, Chairman of the
Buchanan County, Va. Board of Supervisors

Trey Adkins: yea
Jeff Cooper: yea
Tim Hess: yea
Roger Rife: yea
Lee Dotson: yea
Craig Stiltner: yea

Robert C. Horn, County Administrator

INSTITUTIONAL AND INDUSTRIAL SERVICE 76-8.4

The County will offer to collect solid waste from institutional and industrial establishments by roll-off containers on a contract basis with the County. Said rates are as follows:

TIRES = \$80.00 PER TON

CONSTRUCTION DEBRIS = 70.00 PER TON

MINE WASTE = 70.00 PER TON/ 70.00 ton

Haul fee (6 yd dumpster) = \$48.00 per load

6 yd Dumpster Rent =\$75.00 per month

Roll Off Rent = 100.00 Month

Haul Fee (pickup Roll offs) = 150.00 per load

Set Up Fee Roll Off = 100.00 per can

Individuals are required to fill out a Temporary/Permanent Agreement for all Roll-Off Containers.

Each institutional and industrial establishment shall properly dispose of its waste in compliance with this chapter and state and federal law.

This Amended Ordinance was adopted on this the 2nd day of March, 2026 by the Buchanan County, Va., Board of Supervisors.

Recorded Roll Call Vote:

Moved by: Craig Stiltner

Seconded by: Lee Dotson

Trey Adkins: yea

Jeff Cooper: yea

Tim Hess: yea

Roger Rife: yea

Lee Dotson: yea

Craig Stiltner: yea

Tim Hess, Chairman of the

Buchanan County, Va. Board of Supervisors

Robert C. Horn, County Administrator

CHAPTER 76--SOLID WASTE

Section 76-8.5

HOUSEHOLD TRASH TAKEN TO TRANSFER STATION

The County will offer to collect household solid waste from residents of the County at the following rates:

- a) Household solid waste brought to the Transfer Station
\$70.00 per ton
- b) 6 yd dumpster with shingles=\$96.00 per load
- c) 6 yd dumpster= \$48.00 per load
- d) 6 yd dumpster rent= \$75.00 per month

Individuals are required to fill out a Temporary/Permanent Agreement for all Roll-Off Containers.

Each household shall properly dispose of its waste in compliance with this chapter and state and federal law.

This Amended Ordinance was adopted on this the 2nd day of March, 2026, 2026 by the Buchanan County, Va., Board of Supervisors.

Recorded Roll Call Vote:

Moved by: Craig Stiltner
 Seconded by: Lee Dotson
 Trey Adkins: yea
 Jeff Cooper: yea
 Tim Hess: yea
 Roger Rife: yea
 Lee Dotson: yea
 Craig Stiltner: yea

 Tim Hess, Chairman of the
 Buchanan County, Va. Board of Supervisors

 Robert C. Horn, County Administrator

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IN RE: PUBLIC COMMENTS

Trey Adkins, Knox District Supervisor stated I've sat on this board for over 15 years with Mr. Stiltner and G. Roger Rife has been on this board for over 30 years and these other gentlemen are fairly new. We've had disagreements in the past and some heated arguments, but I haven't saw from this board, any member toward another member or even toward another entity that has board members that we appoint or whatever, any of these board members do, is accuse another one of being a crook or stealing money from the county, he stated. I've been investigated for six years, he stated.

Now, Jim Slone is a Facebook Star and you can disagree with someone and completely and still be nice, this is a quote from Mr. Slone, stated Mr. Adkins. Why isn't Mr. Slone at this meeting? Now, I've read we as a board can't name a park after someone. So, Mr. Slone if you think you're smarter than us, we're going to put you on a committee with several others, he stated.

I would suggest others run for supervisor and go sign up this December for next years election, stated Mr. Adkins. Everyone wants to know where all the money is going in the county. I look forward to seeing everyone at the April board meeting who has some great ideas, stated Mr. Adkins. I want to see how we can create all of these jobs

they're talking about. I want to see how we're going to straighten out all these problems in Buchanan County, he stated.

Nobody cares, that Buchanan County has the lowest tax rate in the whole state, commented Mr. Adkins. If not, we're really close to being the lowest tax rate. What residents don't see is the \$4 to \$5 million sanitation dept. in the county's budget. The trash trucks run everyday and residents' pay's zero to have their trash picked-up, he commented. What about snow removal, working cemetery roads, weed cutting, those cost the county and residents doesn't see it, stated Mr. Adkins.

We fund the rescue squads, fire departments, food pantry's, American Legion, VCEDA and the school system over \$12 to \$14 million each year, stated Mr. Adkins. Money is being spent in this county to help flood victims, due to having 15 crews or more cleaning up the county after the floods. We've invested in Southern Gap and the Town of Grundy. It's easy to get on Facebook and chirp, chirp, chirp etc., he stated.

Enough is enough, be here next month and I'll put you on a committee to see your ideals, etc., stated Mr. Adkins.

Craig Stiltner, Rocklick District Supervisor stated it's probably going to take a month or two for people to understand how the funding works in the county. Just because you have an idea doesn't mean that it can be funded. The programs that we do are actually incentivize and help offset cost for individuals who borrows \$3 million or more at a time.

I've heard people talk about how we need things for kids to do, stated Mr. Stiltner. We don't have a problem with helping people put a business in as long as it creates jobs. The Buchanan County IDA is doing a good job with a lot of things they're doing. There's been at least eight to ten ground breakings at Southern Gap and the IDA is working on several big projects there now, he stated.

I love Buchanan County and I ask God everyday to help the county and help us to get jobs here in the county, commented Mr. Stiltner.

We've invested over \$50 million in water projects in the county, stated Mr. Adkins. There's been new cable ran for WIFI. It costs \$2.5 million to run water to three homes, how can we explain that to taxpayers, he commented. If getting water to three homes cost that much, you're not going to get it.

Jeff Cooper, Garden District Supervisor stated what we're talking about is grant funding, it's not all taxpayers' money. If we could run the county off of taxpayer's money, then there's a lot we couldn't do, he stated.

You need to do what I did, stated Mr. Cooper. If you have an idea, go run and be a supervisor, because it's a tough job. I'll vote no for a committee, because all they're going to do is to try and hurt people.

I encourage you to come and take my place and sign up and run for supervisor, commented Mr. Cooper. I don't think we need a committee, because no one wants to make these tough decisions. It's hard to balance a budget, he stated.

Mr. Stiltner stated we do provide matching grant funds for the Buchanan County Sheriff's Office.

Tim Hess, Chairman stated we've assisted in providing broadband internet services to over 12,000 residents in the county.

After a general discussion by the board upon motion by Trey Adkins seconded by Craig Stiltner and with a roll call vote of six (6) yeas, Trey Adkins, David Rose, Lee Dotson, Tim Hess, G. Roger Rife, Craig Stiltner and one (1) nay, Jeff Cooper, this board did hereby approve to set up a committee of county residents who has ideals on creating jobs and straightening out issues in the county for them to attend the April board of supervisors meeting.

G. Roger Rife, South Grundy District Supervisor stated I was employed by the Buchanan County School System for over 40 years. Back in the 1970's a lot of my students couldn't wait to go to United Coal Company to get a job. I asked a lot of them about furthering their education, he stated. I looked at what I was making as a teacher and they showed me what they were making and I couldn't blame them for not going to college, stated Mr. Rife. We've worked hard to bring other industry into the county. I hope at least I see some infrastructure soon coming into this community, which we need to survive, he commented.

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**IN RE: MARCUS STILTNER, COAL HAUL ROAD ENGINEER -
CONSIDER RATIFYING EXHIBIT A TO THE CONTRACT FOR
SNOW REMOVAL WITH VERDIE BLANKENSHIP FOR AN
ADDITIONAL 1989 CHEVROLET ½ TON TRUCK AT \$100 PER
HOUR**

Marcus Stiltner, Coal Haul Road Engineer stated Buchanan County is the only one of two localities that maintains a county road system in the State of Virginia. We do not work private driveway, he stated.

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

board did hereby ratify Exhibit A to the Contract for Snow Removal with Verdie Blankenship for an additional 1989 Chevrolet ½ ton Truck at \$100 per hour.

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IN RE: CONSIDER RATIFYING EXHIBIT A TO THE CONTRACT FOR SNOW REMOVAL WITH THE BARKER CO. FOR AN ADDITIONAL CHEVROLET SILVERADO TRUCK AT \$105.00 PER HOUR

After a general discussion by the board upon motion by Lee Dotson seconded by Craig Stiltner 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 ratify exhibit A to the Contract for Snow Removal with the Barker Co. for an additional Chevrolet Silverado Truck at \$105.00 per hour.

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IN RE: CONSIDER APPROVING INVOICE COAL000159 IN THE AMOUNT OF \$131.48 FROM VDOT FOR CST PROJECTS 124452 REGARDING CURVE IMPROVEMENT ON ROUTE 645 AND TO ISSUE A CHECK FROM ACCOUNT NUMBER CST 05-41080-7012

After a general discussion by the board upon motion by Craig Stiltner seconded by Trey Adkins 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 approve Invoice COAL000159 in the amount of \$131.48 from VDOT for CST projects 124452 regarding curve improvement on Route 645 and to issue a check from account number CST 05-41080-7012.

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IN RE: CONSIDER APPROVING THE TEMPORARY LAND USE PERMIT APPLICATION FROM POCAHONTAS GAS LLC REGARDING CR 5440 GX (SOUTH EXPANSION GATHERING LINE Y34G) LOCATED IN THE GARDEN MAGISTERIAL DISTRICT AND AUTHORIZE THE CHAIRMAN AND COUNTY ADMINISTRATOR TO EXECUTE THE PERMIT WITH APPROVAL AS TO FORM BY THE COUNTY ATTORNEY

This issue was tabled. No action was taken.

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IN RE: CONSIDER APPROVING THE TEMPORARY LAND USE PERMIT APPLICATION FROM POCAHONTAS GAS LLC REGARDING CR 5440 GX (SOUTH EXPANSION GATHERING LINE Y34K) LOCATED IN THE GARDEN MAGISTERIAL DISTRICT AND AUTHORIZE THE CHAIRMAN AND COUNTY ADMINISTRATOR TO EXECUTE THE PERMIT WITH APPROVAL AS TO FORM BY THE COUNTY ATTORNEY

This issue was tabled. No action was taken.

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IN RE: CONSIDER APPROVING THE TEMPORARY LAND USE PERMIT APPLICATION FROM POCAHONTAS GAS LLC REGARDING CR 5450 GX (SOUTH EXPANSION GATHERING LINE Y34G) LOCATED IN THE GARDEN MAGISTERIAL DISTRICT AND AUTHORIZE THE CHAIRMAN AND COUNTY ADMINISTRATOR TO EXECUTE THE PERMIT WITH APPROVAL AS TO FORM BY THE COUNTY ATTORNEY

This issue was tabled. No action was taken.

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IN RE: STEPHANIE SUTHERLAND WITH APPALACHIAN CUPBOARD OF KINDNESS NON-PROFIT ORGANIZATION

Stephanie Sutherland with Appalachian Cupboard of Kindness a non-profit organization stated I'm the founder of the non-profit organization. This organization was formed to serve food for the residents in Dickenson County as well as the Council area of Buchanan County.

Trey Adkins, Knox District Supervisor suggested establishing a line-item in the county's budget for this non-profit organization.

Robert C. Horn, County Administrator stated each food pantry receives the exactly the same amount of money.

Ms. Sutherland stated we need somewhere to put a refrigerator and freezer to store the food we get.

David Rose, Prater District Supervisor suggested they partner up with Feeding My Sheep that's located in the Prater District.

We need to make sure we put this organization in the budget this coming year, stated Mr. Adkins.

Craig Stiltner, Rocklick District Supervisor suggested that once Council High School closes the school cafeteria would be a great place for the non-profit organization.

Ms. Sutherland stated we feed 10 to 12 families per week. We are just

getting started and we need a location before I know what I can do, she commented.

Mr. Stiltner asked if she has spoken to Feeding America yet?

Ms. Sutherland stated yes and I have an appointment to go on March 19th to meet with them.

Tim Hess, Chairman stated hopefully the school will work out for their organization.

Mr. Adkins stated if we can get a storage building to put at the Council Park, I'll pay for it from one of my accounts.

Several other supervisors stated they would make a donation to the non-profit origination to assist with purchasing food.

This is how Buchanan County should work together, stated Mr. Adkins.

After a general discussion by the board upon motion by Trey Adkins seconded by Craig Stiltner 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 approve the following contribution and to issue a check to Appalachian Cupboard of Kindness:

Prater District in the amount of \$2,500.00 from festival account number 71040-7010-05;

Rocklick District in the amount of \$5,000.00

Garden District in the amount of \$2,500.00

North Grundy District in the amount of \$2,500.00

Hurricane District in the amount of \$5,000.00

Also, approved to purchase a storage building for Appalachian Cupboard of Kindness from Knox Magisterial District account upon procurement being completed.

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IN RE: CONSIDER APPROVING THE USER AGREEMENT FOR SOLID WASTE DISPOSAL BETWEEN BUCHANAN, DICKENSON, RUSSELL COUNTIES AND CUMBERLAND PLATEAU REGIONAL WASTE MANAGEMENT AUTHORITY AND AUTHORIZE THE CHAIRMAN, COUNTY ADMINISTRATOR TO EXECUTE THE AGREEMENT ON BEHALF OF BUCHANAN COUNTY WITH THE APPROVAL AS TO FORM BY THE COUNTY ATTORNEY

After a general discussion by the board upon motion by Craig Stiltner seconded by Trey Adkins 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 approve the User Agreement for Solid Waste Disposal between Buchanan, Dickenson, Russell Counties and Cumberland Plateau Regional Waste

Management Authority and authorized the chairman, county administrator to execute the agreement on behalf of Buchanan County with the approval as to form by the county attorney.

**USER AGREEMENT
FOR
SOLID WASTE DISPOSAL**

THIS AGREEMENT, made and executed this the 2nd day of March, 2026 by and between the COUNTY OF DICKENSON, Virginia, the COUNTY OF BUCHANAN, Virginia, and the COUNTY OF RUSSELL, Virginia, political subdivisions of the COMMONWEALTH OF VIRGINIA, hereinafter referred to as “Users,” and the CUMBERLAND PLATEAU WASTE MANAGEMENT AUTHORITY, a body politic and corporate and a political subdivision of the COMMONWEALTH OF VIRGINIA, an Authority created by the aforesaid Users, pursuant to the Virginia Water and Sewer Authorities Act, hereinafter referred to as “Authority.”

ARTICLE I – BASIC INTENT AND PURPOSE

1. This Agreement is entered into as authorized by the Virginia Water and Waste Authorities Act, Va. Code Ann. § 15.2-5100 *et seq.* (hereinafter the “Act”).
2. The Authority has all the powers, rights and duties as described in the Act and as specified in its Articles of Incorporation and may exercise the same in the performance of its functions as set out in the Act.
3. The purposes for which the Authority was created are to acquire, purchase, lease as lessee, construct, reconstruct, improve, extend, operate, maintain and finance a Garbage and Refuse Collection and Disposal System, as that term is defined in the Act, within, without, or partly within and partly without the Counties of Buchanan, Dickenson and Russell, Virginia.
4. The Authority, subject to the terms and conditions hereinafter set out, desires to maintain a safe, sanitary and environmentally sound Disposal System (hereinafter defined) and for and by such Disposal System to accept and dispose of the Disposable Solid Waste (as the term is defined herein, and hereinafter referred to as DSW) of the Users.
5. The Users, subject to the terms and conditions hereinafter set out, desire to use the Authority’s Disposal System for the disposal of DSW generated within, collected by, or otherwise under the control of the User.

6. The Disposal System shall be established, operated and maintained in accordance with the Authority's Plan of Operation, attached hereto and made a part hereof, which is intended to be effective upon the date of execution of this Agreement, and which may be amended by the Authority from time to time.

ARTICLES II – DEFINITIONS

1. Disposable Solid Waste (hereinafter DSW) – Any Solid Waste other than Hazardous Waste, specifically including Processible Solid Waste, Special Waste (approved, as set forth in the Plan of Operation) and Non-Processible Solid Waste (as such terms are defined in the Plan of Operation).
2. Disposal System – All those facilities owned, leased or operated by the Authority designed to collect, manage and/or dispose of Solid Waste and those designed to accomplish recycling and/or volume waste reduction by methods other than DSW; and the land, structures, vehicles and equipment for use in connection therewith.
3. Hazardous Waste – a Solid Waste or combination of Solid Waste which, because of its quantity, concentration or physical, chemical or infectious characteristics may: (a) cause or significantly contribute to an increase in mortality or an increase in serious irreversible, or incapacitating reversible, illness; or (b) pose a substantial present or potential hazard to human health, the Disposal System, or the environment when improperly treated, stored, transported, disposed of or otherwise managed. The foregoing definition is intended to include any waste now or hereafter designated as “hazardous” by State or Federal agencies (including the United States Environmental Protection Agency) with jurisdiction and authority to promulgate and enforce rules and regulations for the handling and disposal of hazardous and other wastes.
4. Non-Conforming Waste – (a) Any waste excluded from the definition of Solid Waste and (b) Special Waste (as defined in the Plan of Operation) which has not been approved by the Authority.
5. Plan of Operation – A plan adopted by the Authority, as amended or supplemented, setting forth the types of material acceptable to the Authority for disposal, the times and places where material will be received by the Authority, the methods of collecting fees charged by the Authority for disposal service, and such other information as will describe operational procedures, control use of the Disposal System and provide instruction and

guidelines to users of the Disposal System. The Plan of Operation shall be marked as Exhibit “A” and incorporated by reference into this User Agreement. Said Plan of Operation shall be subject to annual review at the same time this User Agreement is subject to annual review. If any changes are made to the Plan of Operation by the parties, such changes shall also be subject to the approval of the Department of Environmental Quality.

6. Solid Waste – Any garbage, trash, brush, refuse, sludge (as defined in the Plan of Operation) and other discarded material, including solid, liquid, semi-solid or contained gaseous material, resulting from industrial, commercial, mining and agricultural operations and from community activities and residences, but does not include: (i) solid and dissolved materials in domestic sewage; (ii) solid or dissolved material in irrigation return flows or in industrial discharges which are sources subject to permit from the State Water Control board; (iii) source, special nuclear, or by-product material as defined by the Federal Atomic Energy Act of 1954, as amended; (iv) to the extent such Solid Waste is transported from the Transfer Stations to any landfill operated by an entity other than the Authority, and other materials not allowed under the permits, licenses and approvals relating to such landfill; or (v) asbestos.
7. Tipping Fee – The charge made by the Authority for the disposal of DSW (as set forth in the Plan of Operation). The Tipping Fee shall be calculated by determining the total of: (a) the disposal fee charged by any landfill operator with whom the Authority may contract for the ultimate disposal of any Solid Waste delivered hereunder; (b) the amount of principal premium, if any, and interest or any other amounts due, or to become due, with respect to any indebtedness of the Authority or required to avoid a default with respect to such indebtedness; and (c) all expenses of the Authority relating to the operation and maintenance of the Disposal System as per the line item budget approved annually by the Authority Board, excluding administrative costs defined below, including any reserves required by Authority. This amount shall be divided by the tonnage projected to be received to derive a cost per ton to be charged for use of the Disposal System. The tipping fee is the same for all three member counties per the components of this paragraph. However, transportation costs for each member county is determined by mileage from the county’s transfer station to the landfill. The cost per mile will be uniform for each county with only the actual mileage

varying. The Authority will invoice each county separately for its transportation costs. The parties agree to annually review the component costs making up the tipping fee and transportation costs to make appropriate annual adjustment to said tipping fee and transportation costs (costs per mile). The annual adjusted tipping fee and transportation costs are subject to the approval of the Board of Supervisors of each of the Users and the Board of the Authority. Once the User Agreement is approved either initially or upon subsequent annual reviews, said approved User Agreement shall be binding on all the parties. It is acknowledged by all the parties that the landfill charge is based on a five-year contract that is procured pursuant to 15.2-5136. The parties further acknowledge that the Authority is contractually bound by this five-year contract in regard to the landfill charge and bound by another contract for transportation charges. The parties agree that such contracts are binding upon the Authority and **while in effect restrict the Authority's ability to make any adjustments to landfill contract costs and transportation contract costs.** However, the parties further agree that the contract for access to the landfill and the contract for transportation services to transport the solid waste from the transfer stations to the landfill are subject to review and approval of the Board of Supervisors of the three Users.

8. Administrative Fee—The Authority has administrative costs that include items in the current Authority fiscal line-item budget as approved by the Authority Board. These costs include, but are not limited to, IT support, bookkeeping costs, salary and fringe benefits of Authority employees, legal costs, office rental, and VACO insurance. The Authority will present its proposed line-item annual budget for the upcoming year to the member County Administrators annually on or before March 15 to be included in each County Board of Supervisor's next monthly meeting agenda for review **and approval.**

The total monthly administrative costs of the Authority shall be divided equally among the Users and paid through monthly invoices submitted to the Users by the Authority.

ARTICLE III – TERM OF AGREEMENT

1. This Agreement shall become effective and operations hereunder shall commence on or about **July 1st, 2026.** This Agreement shall be binding upon

the parties, commencing upon the execution hereof, and extending for a period of one (1) year. Prior to the end of the one-year term, any further extensions must be approved by the Board of Supervisors of each of the User and the Authority Board annually.

ARTICLE IV – DELIVERY CONDITIONS

1. The Users hereby agree to deliver or cause to be delivered to the Disposal System in accordance with the Plan of Operation substantially all (at least 95 percent per year) of the DSW which is generated or collected by or within or under the control of each of the Users from the effective date of this Agreement. Each of the Users will also use best efforts to enter into contractual agreements with each locality, generator and commercial hauler of DSW in their respective counties for their use of the Disposal System.
2. Subject to the terms and conditions of this Agreement and the Plan of Operation, the Authority hereby agrees to receive and accept all DSW delivered to the Disposal System by each of the Users after the effective date of this Agreement and throughout the remaining term of this Agreement.
3. The Authority shall provide one or more Transfer Stations to each of the Users for the disposal of DSW. The location of all Transfer Stations shall be specified in the Plan of Operation. The Authority shall have the right to designate a separate point or points of delivery for any grades or categories of DSW which in its opinion require special handling or methods of disposal.
4. The Users hereby agree not to build or, to the extent of their legal authority, allow to be built any facilities that would compete with the Disposal System during the duration of the term of this Agreement.

ARTICLE V – CHARGES AND FEES FOR USE OF

AUTHORITY DISPOSAL SYSTEM

1. The Users agree to pay to the Authority rates, fees, and other charges as approved by the Authority's Board of Directors in compliance with Va. Code Ann. §15.2-5136 subject to approval of the Board of Supervisors of each User. The Authority agrees to comply with § 15.2-5136 when fixing rates, fees, and other charges. . Each of the Users shall have the right to set the fees to be charged to the public at each transfer station in their respective county for the disposal of DSW.

2. The Authority shall invoice each User for the Tipping Fees on a monthly basis (within ten (10) days after the end of the month). Such invoices will show the total tonnage received by the Authority attributable to the User during the billing period of all DSW. Such invoices shall be due and payable without offset within Thirty (30) days of the date of the invoice.
3. The DSW delivered to the Disposal System will be weighed for the purpose of determining the actual tonnage received. Fractions of tons actually received shall be invoiced on an accumulated basis each month. In the event of malfunction of the Authority's weighing scales or other measuring device, an estimate of the amount of DSW received will be computed based on the average amount received per vehicle, when dumping records for such vehicle for the six (6) months immediately preceding are available, or when such records are not available, will be computed based on the average amount received per vehicle of like size and/or compaction ratio.
4. The Authority shall keep proper books and records in accordance with generally accepted accounting principles which shall be available for inspection by the User at all reasonable times.
5. Any proposed amendment of rates, fees or other charges imposed by the Authority on the Users pursuant to this Agreement is subject to approval by the Users after the Authority has provided adequate documentation to demonstrate that an increase or decrease is necessary under § 15.2-5136.

ARTICLE VI – TITLE TO SOLID WASTE; LIABILITY FOR SOLID WASTE

1. Title to all DSW delivered to the Disposal System by each of the Users shall pass to the Authority when recorded by the Authority's weighing scales or other measuring devices at the Authority's facilities, **EXCEPT** that title to Hazardous Waste and Non-Conforming Waste shall not vest or pass to the Authority, even if Hazardous Waste and Non-Conforming Waste is delivered to and unknowingly accepted by the Authority. Inoperability or unavailability of the Authority's measuring devices shall not alter the transfer of title to DSW delivered to and accepted by the Authority.
2. In the event that Hazardous Waste is inadvertently or unknowingly delivered to and/or accepted by the Authority, it is understood and agreed between the parties that liability for any environmental contamination, adverse effects, penalties or damages resulting from, and necessary costs of

correction, may be imposed upon the Users by any regulatory bodies with adequate jurisdiction.

ARTICLE VII – DEFAULT

1. In the event of default, the non-defaulting party shall have the right, but not the obligation, to cure such default and to charge the defaulting party for the cost of curing said default, and to obtain reimbursement thereof.
2. Upon the occurrence of a default by the Authority hereunder, any of the Users, after giving notice of such default to the Authority, may bring appropriate legal proceedings to require the Authority to perform its duties under the Act and this Agreement or to enjoin any acts in violation of the Act or this Agreement. However, prior to any of the Users initiating legal action against the Authority, the User(s) must give the Authority written notice of the default and provide the Authority thirty (30) days to cure said default.
3. Upon the occurrence of a default by any User, the Authority, after giving notice of such default to all parties, may bring appropriate legal action to require the User to perform its duties under the Act and this Agreement or to enjoin any acts in violation of the Act or this Agreement. However, prior to the Authority initiating legal action against a User, the Authority must give the User written notice of the default and provide the User thirty (30) days to cure said default.
4. No remedy in this Agreement conferred upon or reserved to the parties is intended to be exclusive of any other remedy, and each remedy is cumulative and in addition to every other remedy given under this Agreement or now or hereafter existing as provided by law.

ARTICLE VIII – NO PARTNERSHIP

Nothing herein shall be construed to constitute a joint venture between the Authority and the Users or the formation of a partnership.

ARTICLE IX – FORCE MAJEURE

1. Failure of any party to perform hereunder, including failure of any User to deliver or cause to be delivered DSW, or inability of the Authority to accept DSW, by reason of Force Majeure (as defined in the Plan of Operation) shall not constitute a default or be cause for termination of this Agreement. However, the party so failing to perform shall immediately notify the other

party of the failure, including reasons thereof, and shall make reasonable efforts to correct such failure to perform at the earliest possible date.

2. If, by reason of Force Majeure, the Authority cannot accept DSW at the Transfer Station located within the User's region, the Authority shall immediately provide for and notify the User of an alternate delivery point(s).
3. Solely in the event that no facilities of the Authority are available for disposal of DSW the User shall have the right, but not the obligation, to dispose of or cause to be disposed of DSW at locations other than the Transfer Station located within the User's region until the cause of the Authority's inability to accept the User's DSW is cured, but not thereafter.

ARTICLE X – EXTENT OF AGREEMENT

This Agreement, together with the Plan of Operation, represents the entire agreement between the parties hereto and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement shall not be modified, altered or amended unless in writing and signed by the parties.

ARTICLE XI – GENERAL

1. In the event that any provisions of this Agreement shall be held to be invalid, the remaining provisions shall be valid and binding upon the parties.
2. One or more waivers by either party hereto of performance of any obligation and/or covenant hereunder shall not be construed as a waiver of subsequent breach of any obligation and/or covenant.
3. Neither the Users nor the Authority shall delegate or assign duties under this Agreement without the written consent of the other.
4. The construction and performance of this Agreement shall be in accordance with the laws of the Commonwealth of Virginia. In the event of a dispute between the Authority and a User, the venue for resolution of that dispute shall lie in the Circuit Court of the User. In the event a dispute between the Authority and two or more Users occurs or a dispute occurs between or among Users, the Chief Judge of the 29th Judicial Circuit shall determine the venue and appoint a judge to hear the case.
5. Any notices hereunder shall be in writing addressed to the party as set forth below or at such other address as may be designated in writing to the other parties hereto.

6. As a local/state government entity of the Commonwealth of Virginia, the Authority should have at any given time at least three (3) months of operating funds (approximately 25% of budget). In order to meet this auditing requirement, in the event the Authority has an administrative fee surplus at the end of any fiscal year and at the end of audit of said fiscal year, such surplus amounts shall be retained by Authority until the three (3) month operating funds are secured. If the Authority has three (3) months of operating funds available at the end of the fiscal year and at the end of the audit of said fiscal year, surplus amounts for said fiscal year not needed to meet the three-month requirement shall be divided equally among the three (3) member counties, based on a review and vote of the Authority Board.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be properly executed and attested by duly authorized officials as of this the ___ day of _____, 2026.

_____ 000 _____

**IN RE: CONSIDER APPROVING THE CUMBERLAND PLATEAU
 REGIONAL WASTE MANAGEMENT AUTHORITY MANPOWER
 SERVICE AGREEMENT AND AUTHORIZE THE CHAIRMAN
 AND COUNTY ADMINISTRATOR TO EXECUTE SUCH
 AGREEMENT ON BEHALF OF BUCHANAN COUNTY WITH
 THE APPROVAL AS TO FORM BY THE COUNTY ATTORNEY**

After a general discussion by the board upon motion by Jeff Cooper seconded by Craig Stiltner 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 approve the following Cumberland Plateau Regional Waste Management Authority Manpower Service Agreement and authorized the Chairman of the Buchanan County Board of Supervisors and County Administrator for Buchanan County, Virginia to execute such Agreement on behalf of Buchanan County with the approval as to form by the County Attorney.

**CUMBERLAND PLATEAU REGIONAL WASTE MANAGEMENT AUTHORITY
MANPOWER SERVICE AGREEMENT**

THIS AGREEMENT made as of this 2nd day of March, 2026, by and between Cumberland Plateau Regional Waste Management Authority (hereinafter referred to as the "Authority") and the County of Buchanan, Virginia, a political subdivision of the Commonwealth of Virginia, (hereinafter referred to as "County").

WHEREAS, the Authority, after causing the construction thereof, has agreed to operate and manage a transfer station in the County of Buchanan to ensure the availability of an economical and environmentally sound method to handle and dispose of solid waste generated in Buchanan County; and

WHEREAS, the Authority desires to secure manpower services to operate the Authority's transfer station; and

WHEREAS, the County has offered to provide said manpower services; and

WHEREAS, the Authority agrees to retain County for manpower services in order to efficiently and economically operate the Authority's transfer station in Buchanan County; and

WHEREAS, in reliance on this Agreement, the County will employ the personnel necessary to ensure County's performance hereunder and will provide a leachate truck for the purpose of pumping and transporting leachate from the transfer station to an approved disposal location.

NOW, THEREFORE, FOR AND IN CONSIDERATION of the respective covenants herein contained, the parties have agreed as follows:

REPRESENTATIONS AND CERTIFICATIONS

Both parties hereto specifically represent and certify that each has (1) reviewed and understands the terms and conditions as stated herein; (2) that each has the requisite right, power and authority necessary for the execution hereof; and (3) that any and all requirements imposed by the Virginia Public Procurement Act have been satisfied.

Both parties hereto, by the execution hereof, expressly and unequivocally agree, that County shall be considered as an Independent Contractor hereunder and that no liability resulting from any willful or negligent act or failure to act by County's employees shall be attributable to the Authority. The County specifically agrees unless otherwise prohibited by law, to fully indemnify and protect the Authority from any suit or claim arising out of any breach of this Agreement by the County. The Authority specifically agrees unless otherwise prohibited by law, to fully indemnify and protect the County from any suit or claim arising out of any breach of this Agreement by the Authority.

AUTHORITY AND COUNTY OBLIGATIONS

The Authority agrees to be responsible for costs associated with the operation of the transfer station *except* those cleaning and personal hygiene items, wages, taxes, workmen's compensation insurance, liability insurance and other fringe benefits paid to, or for the benefit of, the workers employed by the County assigned to the Authority's transfer station.

QUALITY OF SERVICE ON PERSONNEL/PERFORMANCE EVALUATION

The Authority shall maintain the Transfer Station open for performance of this Agreement between the hours of 7:30 a.m. and 4:00 p.m., Monday through Friday, excluding observed holidays as provided for in the User Agreement executed between the Authority and the County. If the County wishes to open additional hours, it shall do so at its own manpower expense. The actual operating hours may be altered, provided both parties agree to changes in the normal posted hours and contingent upon DEQ approval.

SCOPE OF SERVICE CONTRACTOR OBLIGATIONS

The County shall be responsible for securing necessary certification and approvals from relevant federal, state and local governmental agencies having jurisdiction over its personnel; provided however, the Authority shall retain responsibility for obtaining all permits and approvals relating to the general operation of the Transfer Station. During the term hereof, the County shall provide the personnel certified by the Virginia Department of Professional and Occupational Regulations for the daily operation of the Transfer Station, all in compliance and certified with applicable laws and regulations. Transfer Station personnel will report directly to the Director of Sanitation, County Administrator and the Authority's Executive Director. Job descriptions and responsibilities will be determined by the Authority and the County Administrator. A copy is on file at the Authority office located at 135 Highland Drive, Lebanon, VA. The County shall provide a leachate truck/equipment for the purpose of pumping and transporting leachate from the transfer station to an approved disposal location and County will supply fuel, tags and insurance for this leachate truck. The Authority agrees to provide uniforms/approved boots for the personnel assigned to the transfer station and employees shall be required to wear uniforms daily.

TERM OF CONTRACT

This Agreement shall be effective as of the 5th day of April, 2026. The initial term of this Agreement shall be one (1) year commencing on the 5th day of April, 2026. The term of this Agreement shall extend for an additional one-year, upon the same terms and conditions as herein, unless either party elects to cancel this Agreement by three (3) months written notice to the other party prior to the end of this term or of any hold over term.

NONDISCRIMINATION

The County shall not discriminate against any person because of race, sex, age, creed, color, religion, natural origin or handicap.

INSURANCE

The County or its sub-contractor shall provide and maintain during active operations hereunder, Workers' Compensation Insurance which shall meet the requirement of the Commonwealth of Virginia.

The County or its sub-contractor shall provide and maintain during active operations hereunder Public Liability Insurance, to protect against all claims arising out of the County's negligent or willful acts or omissions in the course of its operations that result in bodily injury, death or property damage.

The County or its sub-contractor shall upon the full execution of this Agreement and thereafter upon request, furnish Authority evidence that the insurance relative to its said acts or omissions is in force, provided, however, any certificate of insurance shall in no way alter or amend such insurance coverage to increase the level or extent expressly set forth herein.

The limits of liability of all insurance required herein not expressly set forth hereinabove shall be as set forth in Exhibit "A", which is attached hereto and made a part hereof.

COVID-19, PANDEMIC AND EPIDEMIC POLICY

The parties agree to adopt the Covid-19, Pandemic and Epidemic Policy (Policy) attached hereto and incorporated by reference herein as Exhibit "B" for transfer station employees. The Policy is in effort to reduce workplace hazards by the prevention and mitigation of the spread of Covid-19 or other illness identified as a pandemic or epidemic, in accordance with Virginia Department of Labor and Industry guidelines.

DEFAULT

Except as otherwise provided herein, if either party defaults in the performance of any of the warranties, covenants or conditions contained herein for thirty (30) days after the other party has given the defaulting party written notice of such default and the party defaulting shall not have commenced to cure such default within said period and to pursue diligently the completion thereof, the other party may: (i) terminate this Agreement as of any date at least thirty (30) days after the last day of the thirty (30) day period; (ii) cure the default at the expense of the defaulting party and (iii) have recourse to any other right or remedy to which it may be entitled by law or equity, including, but not limited to, the right for all damage or loss suffered as a result of such default and termination. In the event either party waives default by the other party, such waiver shall not be construed or determined to be a continuing waiver of the same or any subsequent default. In the event that in the exercise of due diligence during the aforesaid thirty (30) day period such cure cannot reasonably be affected or completed, such cure period shall be extended to include

such additional time as is reasonably necessary to effect or complete such cure provided the defaulting party exercises continuous diligent efforts to cure such default during such extended period.

GENERAL PROVISIONS

Neither party shall assign or transfer or permit the assignment or transfer of this Agreement or the rights hereunder without the prior written consent of the other party. The Authority expressly reserves the power to demand Contractor to provide qualified personnel at the transfer station. In the event that said employees are not performing to the Authority's needs or specifications, the County will immediately cure said deficiency by supplying alternative qualified personnel. The Contractor will as outlined in this agreement supply at least (3) certified operators as approved by the Virginia Department of Professional and Occupational Regulation Board during daily operations.

This Agreement constitutes the entire agreement and understanding between the parties hereto, and it shall not be considered modified, altered, changed, amended or revoked unless in writing and signed by the parties hereto.

From and after the date of this Agreement, the County's performance hereunder may be suspended, and its obligations hereunder excused in the event and during the period that such performance is prevented by a cause or causes beyond the reasonable control of the County. Such causes may include, by way of example and not limitations, acts of God, acts of war, riot, fire, explosion, accident, flood or sabotage, lack of adequate fuel, power or raw materials, judicial, administrative or governmental laws, regulations, requirements, rules, orders or actions; injunctions or restraining orders; the failure of any governmental body to issue or grant, or the suspension or revocation or modification of any license, permit or other authorization necessary for the services envisioned by the Agreement; national defense requirements; labor strike, lockout or injunction.

If any term, clause or provision of this Agreement or the application thereof to any person or circumstances shall, to any extent be illegal, invalid or unenforceable under present or future laws effective during the term hereof, then it is the intention of the parties hereto that the remainder of this Agreement, or the application of such term, clause or provision to persons or circumstances other than those to which it is held illegal, invalid or unenforceable, shall not be affected thereby, and it is also the intention of the parties hereto that in lieu of each term, clause or provision that is illegal, invalid or unenforceable term, clause or provision as may be possible to effect the expressed intent of the parties and be legal, valid and enforceable.

This Agreement shall be governed by and construed in accordance with the laws

of the Commonwealth of Virginia and any disputes hereunder shall be resolved by the Circuit Court of Buchanan County, Virginia.

The covenants, terms, conditions and provisions of this Agreement shall extend to and be binding upon the successors and assigns of the respective parties.

All notices or other communications to be given hereunder shall be in writing and shall be deemed given when mailed by registered or certified United States mail, addressed to the Cumberland Plateau Regional Waste Management Authority, 135 Highland Drive, Suite C, Lebanon, VA 24266, or addressed to Buchanan County, P.O. Drawer 950, Grundy, VA 24614.

IN WITNESS WHEREOF, the parties hereto cause their presence to be signed and sealed this ____ day of _____, 2026, written by their respective officers pursuant to authorizations contained in duly adopted resolutions or ordinances, as the case may be.

_____ 000 _____

**IN RE: CONSIDER APPROVING THE ADDENDUM TO THE
 CUMBERLAND PLATEAU REGIONAL WASTE MANAGEMENT
 AUTHORITY MANPOWER SERVICE AGREEMENT AND
 AUTHORIZE THE CHAIRMAN AND COUNTY
 ADMINISTRATOR TO EXECUTE SUCH AGREEMENT ON
 BEHALF OF BUCHANAN COUNTY WITH THE APPROVAL AS
 TO FORM BY THE COUNTY ATTORNEY**

After a general discussion by the board upon motion by Jeff Cooper seconded by Craig Stiltner and with a roll call vote of seven (7) yeas, Tim Hess, David Rose, Jeff Cooper, Craig Stiltner, Trey Adkins, Lee Dotson, G. Roger Rife and zero (0) nays, this board did hereby approve the following Addendum to the Cumberland Plateau Regional Waste Management Authority Manpower Service Agreement and authorized the Chairman of the Buchanan County Board of Supervisors and County Administrator for Buchanan County, Virginia to execute such Agreement on behalf of Buchanan County with the approval as to form by the County Attorney.

ADDENDUM TO MANPOWER AGREEMENT

This Addendum to the Manpower Agreement is made this 2nd day of March, 2026, by and between Cumberland Plateau Regional Waste Management Authority (hereinafter referred to as the “Authority”) and the Counties of Dickenson, Buchanan and Russell in Virginia, political subdivisions of the Commonwealth of Virginia, (hereinafter referred to as “Counties”).

WHEREAS, this agreement is for the addendum of the original Manpower Agreements (hereinafter referred to as “Agreements”) between the Authority and each of the Counties; and,

WHEREAS, all terms and conditions of the original Agreement shall remain unchanged; and,

WHEREAS, the Virginia Safety and Health Codes Board adopted §16 VAC 25-220, Emergency Temporary Standard Infectious Disease Prevention: SARS-CoV-2 Virus that causes COVID-19 (the “ETS”) in order to establish requirements to control, prevent and mitigate the spread of SARS-CoV-2 to and among employees and employers; and

WHEREAS, the Authority and County seek to comply with the ETS to control, prevent and mitigate the spread of SARS-CoV-2 among employees.

Now therefore, for and in consideration of the mutual covenants contained herein and good and valuable consideration, the receipt and sufficiency which is acknowledged by the parties hereto, the parties agree to add to each Agreement the Transfer Station COVID-19 Policy, attached hereto and incorporated by reference herein as “Attachment A”, leaving all terms and conditions of the original Agreements unchanged. Said policy is to be in effect during the six months the temporary standard remains in effect within the Commonwealth and to continue if the emergency standard is replaced by permanent regulation. The parties agree and recognize the policy may require periodic modification to comply with any changes to the ETS or permanent regulation, whichever may be in effect.

IN WITNESS WHEREOF, the parties hereto cause their presence to be signed and sealed this ____ day of _____, 2026, written by their respective officers pursuant to authorizations contained in duly adopted resolutions or ordinances, as the case may be.

_____ 000 _____

**IN RE: CONSIDER APPROVING THE SOLE SOURCE NOTICE AND
SOLE SOURCE RESOLUTION RATIFYING THE AWARD OF
THE CONTRACT TO MAGNA5 MS, LLC WHO HAS BEEN
DETERMINED TO BE THE ONLY SOURCE POSSIBLE
AVAILABLE FOR THE MICROSOFT OFFICE 365 CLOUD
EMAIL**

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

ratifying the award of the Contract to Magna5 MS, LLC who has been determined to be the only source possible available for the Microsoft Office 365 cloud email.

NOTICE

**RE: RATIFICATION OF THE AWARD OF CONTRACT TO
MAGNA5 MS, LLC. FOR
MICROSOFT OFFICE 365 CLOUD EMAIL;
MAGNA5 MS, LLC. HAS BEEN
DETERMINED TO BE SOLE SOURCE AVAILABLE**

PLEASE TAKE NOTICE:

- 1) Due to issues of the unavailability of the license keys from Microsoft for cloud-based email for Microsoft Office 365 Cloud email, it has been determined that Magna5 MS, LLC. is the sole source available. It would not be practicable to have another company to setup and control our email (Microsoft accounts) Magna 5 has set this up and help manage all these email accounts since they were first setup. This statement holds true for the firewall license and security as well. Magna 5 actually purchases these licenses from Microsoft.
- 2) The Buchanan County, Va., Board of Supervisors will consider a Resolution to approve and award the contract to Magna5 MS, LLC. Ad for the Microsoft Office 365 Cloud email in the amount of \$20,642.10 for a term of one year beginning April 23, 2026 through April 22nd, 2027 at its March 2nd, 2026 board meeting to be held in the Board of Supervisors meeting room on the 3rd floor of the Buchanan County Government Building, 4447 Slate Creek Road, Grundy, Virginia.

PLEASE CONDUCT YOURSELF ACCORDINGLY.

Issued by directive of the County Administrator this 2nd day of March, 2026.

Robert Craig Horn, County Administrator
Buchanan County, Virginia

RESOLUTION

**RE: RATIFICATION OF THE AWARD OF CONTRACT TO
MAGNA5 MS, LLC. WHO HAS BEEN DETERMINED TO BE THE ONLY
SOURCE POSSIBLE AVAILABLE FOR THE MICROSOFT OFFICE 365
CLOUD EMAIL**

WHEREAS, prior to the issuance of an invitation to bid, Kenneth Ratliff, the Operations and Maintenance Manager conducted an investigation of potential vendors in regard to the contemplated procurement of the Microsoft Office 365 Cloud email; and

WHEREAS, Kenneth Ratliff has determined it would not be practicable to have another company to setup and control our email (Microsoft accounts) Magna 5 has set this up and help manage all these email accounts since they were first setup. This statement holds true for the firewall license and security as well. Magna 5 actually purchases these licenses from Microsoft.

WHEREAS, after a thorough investigation including the information received from Jon Coughlin, with Magna5 MS, LLC. for the Microsoft Office 365 Cloud email, which has been determined that Magna5 MS, LLC. to be the only source practicably available for Microsoft Office 365 Cloud email; and

WHEREAS, Magna5 MS, LLC. has provided a quote of **Twenty Thousand Six Hundred Forty-Two Dollars and Ten Cents** (\$20,642.10) to provide Microsoft Office 365 Cloud email for one (1) year beginning April 23, 2026; and

NOW, THEREFORE BE IT RESOLVED, that the Chairman of the Buchanan County, Va., Board of Supervisors and the County Administrator are hereby authorized to execute a contract as approved in form by the County Attorney, that provides. for the purchase price of **Twenty Thousand Six Hundred Forty-Two Dollars and Ten Cents** (\$20,642.10) to provide Microsoft Office 365 Cloud email for one (1) year; and

BE IT FURTHERMORE RESOLVED, that the County Administrator is directed to post a Notice as required by Virginia Code Section 2.2-4303(E) in the designated public area and on county website stating that the contract was awarded this day to Magna5 MS, LLC. who has been determined to be the only source practicably available for Microsoft Office 365 Cloud email.

This Resolution was adopted on the 2nd day of March, 2026.

Recorded Vote:
Moved by: Craig Stiltner
Seconded by: Jeff Cooper
Yeas: Seven
Nays: Zero

Tim Hess, Chairman of the
Buchanan County, Va. Board of Supervisors

ATTEST:

Robert Craig Horn, County Administrator

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IN RE: CONSIDER APPROVING AN ADDITIONAL BUDGET APPROPRIATION IN THE AMOUNT OF \$115,015.00 TO THE BUCHANAN COUNTY SHERIFF’S OFFICER FOR FUNDING RECEIVED FROM UNITED STATES DEPARTMENT OF HOMELAND SECURITY

After a general discussion by the board upon motion by Craig Stiltner seconded by Jeff Cooper with a roll call vote of six (6) yeas, Tim Hess, David Rose, Jeff Cooper, Craig Stiltner, Lee Dotson, G. Roger Rife and one (1) nay, Trey Adkins, this board did hereby approve an additional budget appropriation in the amount of \$115,015.00 to the Buchanan County Sheriff’s Officer for funding received from United States Department of Homeland Security.

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IN RE: CONSIDER APPROVING ADDITIONAL APPROPRIATIONS FOR GRANT FUNDING RECEIVED FROM VIRGINIA DEPARTMENT OF HIGHWAY SAFETY PROJECT GRANTS

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

- An additional appropriation in the amount of \$21,700 for Selective Enforcement-Alcohol to account number 31020-7003;
- An additional appropriation in the amount of \$21,150.00 for Selective Enforcement-Police Traffic Services to account number 31020-7003

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IN RE: CONSIDER APPOINTMENTS (TWO) TO THE APPALACHIAN COLLEGE OF PHARMACY FOR A THREE (3) YEAR TERM

After a general discussion by the board upon motion by Lee Dotson seconded by Craig Stiltner and with a roll call vote of seven (7) yeas, Trey Adkins, Tim Hess, David Rose, Jeff Cooper, Craig Stiltner, Lee Dotson, G. Roger Rife and zero (0) nays, this board did hereby appoint Scott Justus and Derek Keen to the Appalachian College of Pharmacy Board of Trustees with a term ending March 2, 2029.

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IN RE: CONSIDER ADOPTING THE RESOLUTION IN REGARDS TO ADVERTISING AN AUCTION FOR THE SALE OF THE U.S. ARMY CORP OF ENGINEERS PROPERTIES THAT HAVE BEEN RELEASED

After a general discussion by the board upon motion by Lee Dotson seconded by Craig Stiltner with a roll call vote of seven (7) yeas, Tim Hess, David Rose, Jeff Cooper, Craig Stiltner, Trey Adkins, Lee Dotson, G. Roger Rife and zero (0) nays, this board did adopt the following Resolution authorizing the auctioneer to advertise the auction of properties conveyed to the county by the USACE in regard to flood proofing project and for the county administrator to use his discretion in the acceptance of the high bid in the sale of said properties by auction.

RESOLUTION

IN RE: AUTHORIZATION FOR AUCTIONEER TO ADVERTISE THE AUCTION OF PROPERTIES CONVEYED TO THE COUNTY BY THE USACE IN REGARD TO FLOOD PROOFING PROJECT; AND FOR COUNTY ADMINISTRATOR TO USE HIS DISCRETION IN THE ACCEPTANCE HIGH BID IN THE SALE OF SAID PROPERTIES BY AUCTION

WHEREAS, the USACE has conveyed multiple properties to the County in regard to the flood proofing project, some of which have been fully released by the USACE; and

WHEREAS, the Board of Supervisors wishes to sell said properties by auction; and

NOW THEREFORE, BE IT RESOLVED, by the Buchanan County, Virginia Board of Supervisors that the Board hereby authorizes the County Administrator to do the following:

- 1) Authorize the Auctioneer to advertise for auction the fully released properties conveyed by the USACE to the County in regard to the flood proofing project;
- 2) For the County Administrator to use his discretion in the acceptance of the high bid at auction for the sale of said properties.

This Resolution is effective the 2nd day of March, 2026.

Recorded Vote:

Motion by: Lee Dotson

Second by: Craig Stiltner

Yeas: Seven

Nays: zero

Tim Hess, Chairman

Buchanan County, Va. Board of Supervisors

ATTEST:

Robert Craig Horn, County Administrator

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IN RE: CONSIDER SCHEDULING A PUBLIC HEARING FOR MONDAY, APRIL 2nd, 2026 AT 6:15 P.M. TO HEAR PUBLIC COMMENTS REGARDING RESTRICTIONS BEING APPROVED FOR THE USE OF RT. 615 HOOT OWL AND RT. 662, ROBINSON FORK ROAD TO THROUGH TRUCK TRAFFIC BASED ON TRUCK LENGTH

After a general discussion by the board upon motion by G. Roger Rife seconded by Jeff Cooper with a roll call vote of seven (7) yeas, Tim Hess, David Rose, Jeff Cooper, Craig Stiltner, Trey Adkins, Lee Dotson, G. Roger Rife and zero (0) nays, this board did hereby approve to schedule a public hearing for **Monday, April 2nd, 2026 at 6:15 p.m.** to hear public comments regarding restrictions being approved for the use of Rt. 615 Hoot Owl and Rt. 662, Robinson Fork Road to through truck traffic based on truck length.

IN RE: CONSIDER APPOINTMENT AND/OR REAPPOINTMENT TO THE BUCHANAN COUNTY PUBLIC SERVICE AUTHORITY FOR THE SOUTH GRUNDY MAGISTERIAL DISTRICT

After a general discussion by the board upon motion by G. Roger Rife seconded by Craig Stiltner and with a roll call vote of five (5) yeas, G. Roger Rife, Craig Stiltner, Trey Adkins, Jeff Cooper, Lee Dotson, zero (0) nays, and two (2) abstained, Tim Hess and David Rose, this board did hereby reappoint David Rowe, representative for the Buchanan County Public Service Authority Board of Directors effective February 2nd, 2026 for a four-year term.

IN RE: CONSIDER ADOPTING THE RESOLUTION AUTHORIZING THE COUNTY ADMINISTRATOR TO TAKE THE NECESSARY ACTION TO COMPLETE THE RUSSELL PRATER AND J.M. BEVINS COMMUNITY CENTER PROJECTS

After a general discussion by the board upon motion by Lee Dotson seconded by Craig Stiltner with a roll call vote of seven (7) yeas, Tim Hess, David Rose, Jeff Cooper, Craig Stiltner, Trey Adkins, Lee Dotson, G. Roger Rife and zero (0) nays, this board did hereby adopt the following Resolution authorizing the County Administrator to take the necessary action to complete the Russell Prater and J.M. Bevins Community Center Projects.

RESOLUTION

IN RE: AUTHORIZATION FOR COUNTY ADMINISTRATOR TO TAKE THE NECESSARY ACTION TO COMPLETE THE RUSSELL PRATER AND JM BEVINS COMMUNITY CENTER PROJECTS

WHEREAS, for the several years Buchanan County has been working to converting portions of the old JM Bevins Elementary School and Russell Prater Elementary School into community centers; and

WHEREAS, the Board of Supervisors wishes to expedite finishing said community center projects in 2026; and

WHEREAS, to expedite the completion of the two said community center projects the County Administrator is authorized to take the necessary actions to complete said community projects to include but not limited to the following:

- 1) Pursue the necessary procurement to complete said community center projects within the budget for the two projects;
- 2) To provide for the execution of the necessary contracts by the Chairman of the Board of Supervisor and the County Administrator for the completion of said community center projects without formal approval of the Board of Supervisors with the proviso that such contracts are within the budgets for said two community

center projects;

NOW THEREFORE, BE IT RESOLVED, by the Buchanan County, Virginia Board of Supervisors that the Board hereby authorizes the County Administrator to do the following:

- 3) Pursue the necessary procurement to complete said community center projects within the budget for the two projects;
- 4) To provide for the execution of the necessary contracts by the Chairman of the Board of Supervisor and the County Administrator for the completion of said community center projects without formal approval of the Board of Supervisors with the proviso that such contracts are within the budgets for said two community center projects.

This Resolution was adopted the 2nd day of March, 2026.

Recorded Vote:

Motion by: Lee Dotson

Second by: Craig Stiltner

Yeas: Seven

Nays: Zero

Tim Hess, Chairman

Buchanan County, Va. Board of Supervisors

ATTEST:

Robert Craig Horn, County Administrator
and Clerk of the Board

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IN RE: CONSIDER APPROVING ADDITIONAL APPROPRIATIONS

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

- Additional appropriation in the amount of \$95.42 to the Circuit Court, account number 21060-3320 (maintenance and copier supplies);
- Additional appropriation in the amount of \$150.00 to Rocklick Park and Rec., account number 71040-5604-06;
- Additional appropriation in the amount of \$810.00 to Rocklick Park and Rec., account number 71040-5604-06;
- Additional appropriation in the amount of \$250.00 to Prater Park and Rec., account number 71040-5604-05;
- Additional appropriation in the amount of \$1,175.00 to William P. Harris Park (supplies) account number 71040-6022-02;
- Additional appropriation in the amount of \$1,200.00 to Garden Park and Rec., account number 71040-5604-01.

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**IN RE: CONSIDER APPROVING THE AMENDMENT TO THE
AGREEMENT REGARDING THE HUNTS FORK WATERLINE
EXTENSION PROJECT**

After a general discussion by the board upon motion by Trey Adkins seconded by Craig Stiltner with a roll call vote of five (5) yeas, Jeff Cooper, Craig Stiltner, Trey Adkins, Lee Dotson, G. Roger Rife, zero (0) nays and two (2) abstention, Tim Hess, David Rose, this board did hereby approve the Amendment to the Agreement regarding the Hunts Fork Waterline Extension Project.

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**IN RE: CONSIDER APPROVING TO REQUEST THE ASSISTANCE
FROM THE HONORABLE MORGAN GRIFFITH, THE
HONORABLE MARK WARNER AND THE HONORABLE TIM
KAINE IN CONVINCING THE U.S. ARMY CORPS OF
ENGINEERS, HUNTINGTON DISTRICT TO LEAVE THE
FOOTBALL FACILITIES, INCLUDING THE RESTROOMS,
FENCING, BLEACHERS, CONCESSION BUILDING AND ANY
OTHER STRUCTURES LOCATED AT THE HURLY HIGH
SCHOOL**

Trey Adkins, Knox District Supervisor requested the board to approve mailing a letter to The Honorable Morgan Griffith, The Honorable Mark Warner and The Honorable Tim Kaine requesting their assistance in convincing the U.S. Army Corps of Engineers to leave the football facilities, including the restrooms, fencing, bleachers, concession building and any other structures located at Hurley High School Football Field. He stated these facilities could be utilized by Youth Little League Football organizations, Hurley Youth Sports and other 501(c)(3) non-profit organizations in the Knox Magisterial District of Buchanan County.

Robert C. Horn, County Administrator stated we don't want to do anything to hurt the funding that was paid to the school system by the U.S. Army Corps of Engineers.

A regular meeting of the Buchanan County Board of Supervisors was held on Monday the 2nd day of March 2026. Upon motion by Trey Adkins seconded by David Rose and with a roll call vote of seven (7) yeas and zero (0) nays, this board did hereby approve to request the assistance from The Honorable Morgan Griffith, The Honorable Mark Warner and The Honorable Tim Kaine in convincing the U.S. Army Corps of Engineers, Huntington District to leave the football facilities, including the restrooms, fencing, bleachers, concession building and any other structures located at Hurley High School Football Field so to allow those facilities to be utilized by Youth Little League Football organizations, Hurley Youth Sports and other 501(c)(3) non-profit organizations in the Knox Magisterial District of Buchanan County.

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IN RE: CONSIDER APPROVING AND ISSUING PAYMENT FOR CONTRIBUTIONS

After a general discussion by the board upon motion by G. Roger Rife seconded by Craig Stiltner with a roll call vote of seven (7) yeas, Tim Hess, David Rose, Jeff Cooper, Craig Stiltner, Trey Adkins, Lee Dotson, G. Roger Rife and zero (0) nays, this board did hereby this board did hereby approve and to issue payment for the following contributions and to issue a check in the amount of \$10,000 from Hurley Youth Sports to Hurley Youth Sports, account number 81126-5611:

Twin Valley Varsity and JV Boys Basketball Boosters, Inc.	\$2,500.00
Twin Valley High School	\$8,000.00
Big Sandy Soil and Water Conservation District	\$700.00
Grundy High School	\$6,000.00
Town of Grundy	\$20,000.00
Grundy Kiwanis Foundation	\$1,500.00

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IN RE: CONSIDER SCHEDULING A BUDGET WORK SESSION

After a general discussion by the board upon motion by Lee Dotson seconded by Craig Stiltner with a roll call vote of seven (7) yeas, Tim Hess, David Rose, Jeff Cooper, Craig Stiltner, Trey Adkins, Lee Dotson, G. Roger Rife and zero (0) nays, this board did hereby approve to schedule a budget work session for Wednesday, April 1st, at 10:00 a.m.

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IN RE: CONSIDER CLOSED SESSION

There was no closed session during this meeting.

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IN RE: CONSIDER APPROVING A TRANSFER FOR THE GARDEN DISTRICT

After a general discussion by the board upon motion by Jeff Cooper seconded by Craig Stiltner with a roll call vote of seven (7) yeas, Tim Hess, David Rose, Jeff Cooper, Craig Stiltner, Trey Adkins, Lee Dotson, G. Roger Rife and zero (0) nays, this board did hereby approve a transfer in the amount of \$5,000 from Garden District Park and

Development account number 71060-7010-03 to Patterson Fire Department, account number 32020-5604-08.

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IN RE: ADJOURNMENT

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, Jeff Cooper, Lee Dotson, David Rose, Craig Stiltner, Tim Hess, G. Roger Rife, this board did hereby approve to adjourn the meeting.

Tim Hess, Chairman of the
Buchanan County Board of Supervisors

Robert Craig Horn, County Adm

MINUTES

An emergency special called meeting of the Buchanan County Board of Supervisors was held on Friday the 13th day of March, 2026 starting at 10:00 a.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: Tim Hess, Chairman
Jeff Cooper
Lee Dotson
G. Roger Rife
David Rose
Trey Adkins

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

ABSENT: Craig Stiltner

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

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**REQUEST FOR A SPECIAL MEETING
OF THE BUCHANAN COUNTY
BOARD OF SUPERVISORS**

Tim Hess, Chairman of the Buchanan County Board of Supervisors hereby requested pursuant to Section 15.2-1417 and 15.2-1418 of the Code of Virginia that a emergency special meeting of the Buchanan County Board of Supervisors be held on the date, at the time, and place stated below and for the purpose stated herein, as amended.

DATE OF MEETING: FRIDAY, MARCH 13th, 2026

TIME OF MEETING: 10:00 O’CLOCK A.M.

PLACE OF MEETING: 4447 SLATE CREEK ROAD, GRUNDY, VA

PURPOSE

1. Call to order. 10:00 a.m.
2. Prayer and Pledge of Allegiance.
3. Consider approval of modifications to the Agreement between Appalachian School of Law (ASL) and the Town of Grundy Industrial Development Authority to provide \$3.4 million grant to ASL.

4. Consider closed session in regard to Agenda item #3 pursuant to VA Code Section 2.2-3711 (A)(8).

5. Adjournment.

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**IN RE: CONSIDER APPROVAL OF MODIFICATIONS TO THE
AGREEMENT BETWEEN APPALACHIAN SCHOOL OF LAW
(ASL) AND THE TOWN OF GRUNDY INDUSTRIAL
DEVELOPMENT AUTHORITY TO PROVIDE \$3.4 MILLION
GRANT TO ASL**

Trey Adkins, Knox District Supervisor stated I want to make clear although the county is providing \$3.4 million to the Town of Grundy Industrial Development Authority (IDA) for the Appalachian School of Law (ASL), there are security provisions in the agreement to protect the investment. There are people that thinks that they have already came back and asked for more money, but this is not the case, he stated. We are correcting some issues in the original agreement because of some of the reversion clauses in the deeds on the property and inconsistent provisions in prior agreements involving the parties, etc.

This investment secures the county, as ASL is not only protecting its jobs, but also the local businesses that benefits from it, commented Mr. Adkins. Until the county's residents understand this, then there will be differences in opinions regarding the grant to ASL. It's not just trying to support ASL, but we're trying to support our local businesses as well, he commented.

The agreement protects the county and involves the County IDA receiving the law school, the law library, booth center, the restaurant across the street in front of the law school and the old Bunn House, stated Mr. Adkins. You're looking at \$80 to \$100 million worth of assets, if for some reason the law school does fail, he commented. This is the correction in the agreement that we had to make sure was corrected.

I want to thank Mr. Moise and all those involved with this agreement, stated Mr. Adkins. The board has been criticized a lot over the last couple of months, but we're doing what's best for the county and our survival here. I think in the future, people will realize what we have decided to do here is right.

Robert C. Horn, County Administrator stated the information that ASL has provided to the county has been received and reviewed by our CFO and our CPA, Trish Rowe.

L. Lee Moise, County Attorney stated the modified provisions in the agreement includes that in the event ASL ever relocates from Buchanan County, all ASL assets should transfer to the Buchanan County Industrial Development Authority. Also, the Buchanan County Industrial Development Authority will be listed as a third-party beneficiary in the agreement between the Town of Grundy IDA and ASL.

Also, ASL shall as a condition to receiving the grant funds and shall amend its articles of incorporation to specify that if ASL dissolves as a non-profit organization or ceases to operate, all its assets shall be transferred to the Local Government of Buchanan County, Virginia, for a public purpose, namely to the Buchanan County IDA, stated Mr. Moise. The \$3.4 million grant will be disbursed in two payments, with the first made when the ASL board approves the finalized the agreement, he commented.

Mr. Adkins stated the Buchanan County IDA, which is appointed by the board of supervisors, was one of the original entities that started the law school. This is the reason we had to do this the way we did. The people of Buchanan County elected us to do this job the best we can and they did not elect the county's IDA, he stated. The Board of Supervisors is the government, not them. We will move forward with what we think is best for Buchanan County, even if it means having to remove employees or board members if needed, stated Mr. Adkins.

After a general discussion by the board upon motion by Trey Adkins seconded by Jeff Cooper and with a roll call vote of five (5) yeas, Trey Adkins, Jeff Cooper, David Rose, Lee Dotson, G. Roger Rife, one (1) nay, Tim Hess and one (1) absent, Craig Stiltner, this board did hereby adopt the following Resolution approving the revisions to the Agreement between the Town of Grundy Industrial Development Authority and the Appalachian School of Law.

RESOLUTION

RE: APPROVAL OF REVISIONS TO AGREEMENT BETWEEN THE TOWN OF GRUNDY IDA AND ASL AS APPROVED ON MARCH 13, 2026

WHEREAS, after approval on February 18, 2026 of the Agreement between the Town of Grundy IDA and ASL for a 3.4 million dollar grant to ASL, it became apparent that the provision providing that in the event ASL ever relocated from Buchanan County its assets would transfer to the County was inconsistent with other various previous documents and deed reversion provision that in any such event that ASL assets would transfer to the Buchanan County Industrial Development Authority; and

WHEREAS, additionally a question has arisen as to whether ASL has amended its Articles of Incorporation to provide that in the event of the dissolution of ASL as a non-profit corporation or ceasing to operate, that all of the ASL assets shall be transferred to the local government of Buchanan County, Virginia for a public purpose, namely to the Buchanan County, Va. Industrial Development Authority; and

WHEREAS, so to address the issues addressed herein, the Agreement between the Town of Grundy IDA and ASL for a 3.4-million-dollar grant to ASL has been modified and amended to provide the following provisions:

- 1) In the event that ASL ever relocates from Buchanan County, Va. that all the assets of ASL shall transfer to the Buchanan County, Va. Industrial Development Authority; and
- 2) That the Buchanan County, Va. Industrial Development Authority shall be named as a third-party beneficiary to the Agreement between the Town of Grundy IDA and ASL; and
- 3) That ASL if it has not already done so, shall as a condition to receiving the grant funds, amend its Articles of Incorporation to provide that in the event of ASL dissolving as a non-profit corporation or ceasing to operate, that all the ASL assets shall transfer to the local government of Buchanan County, Va. for a public purpose, namely to the Buchanan County, Va. Industrial Development Authority; and

NOW, THEREFORE BE IT RESOLVED, by the Buchanan County, Va. Board of Supervisor that the Agreement between the Town of Grundy IDA and ASL providing a grant of 3.4 million dollars to ASL, as amended and modified as set forth herein, is hereby approved. FURTHERMORE, BE IT RESOLVED, that first disbursement to ASL of the 3.4-million-dollar grant in the amount of 1.7 million dollars be made upon the County Administrator receiving said modified and amended agreement that has been fully executed by all the parties thereto.

This Resolution was adopted on the 13th day of March, 2026.

Recorded Vote:

Moved by: Trey Adkins

Seconded by: Jeff Cooper

Yeas: Five

Nays: One

Absent: One

Tim Hess, Chairman of the
Buchanan County, Va. Board of Supervisors

ATTEST:

Robert Craig Horn, County Administrator

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**IN RE: CLOSED SESSION VA. CODE SECTION 2.2-3711(A)(8) IN
REGARD TO SPECIAL CALLED MEETING AGENDA ITEM #3,
IF NECESSARY**

This issue was tabled, no action taken.

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IN RE: ADJOURNMENT

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

Tim Hess, Chairman of the

Buchanan County Board of Supervisors

Robert Craig Horn, County Administrator

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