



CUMBERLAND COUNTY BOARD OF SUPERVISORS

**Regular Monthly Meeting
Cumberland County Circuit Courtroom A
Cumberland, VA**

Agenda Addendum

September 13, 2016

Regular Meeting – 7:00 p.m.

8. County Attorney/County Administrator Report

- NEW** e. Request for Appropriation for payoff of deed of trust for Cumberland Volunteer Rescue Squad (ADD pg. 1-4) **Motion**
- NEW** f. Waterline Extension Easement across County property (ADD pg. 5-9) **Motion**

9. Finance Director's Report

- NEW** d. Supplemental Appropriation for CCPS Plugged In grant - \$35,000 (ADD pg. 10-13) **Motion**
- NEW** e. Request for Appropriation - \$120.00 donation to Friends of Cumberland County Animal Control (ADD pg. 14) **Motion**

10. Adjourn into Closed Meeting (pg. 103-104) **Motion**

- NEW** Pursuant to VA. Code § 2.2-3711.A.7: Consultation with Legal Counsel;
Subject: Host Community Agreement
Subject: County Real Property Policies and Acquisition

Prepared By: Vivian Seay Giles, 36 Lewis Road, Farmville, Virginia 23901

Return to: _____ **Consideration:** _____

Tax Map Number(s): 57A1A 18

THIS DEED of BARGAIN and SALE, made and entered into this 13th day of September, 2016, by and between **CUMBERLAND VOLUNTEER RESCUE SQUAD, INC.**, a Virginia corporation, Grantors, and hereinafter referred to as party of the first part; and **CUMBERLAND COUNTY, VIRGINIA**, a political subdivision and public body politic of the Commonwealth of Virginia, Grantee whose address is P.O. Box 110, Cumberland, Virginia 23040.

WHEREAS, by vote of the members of the Cumberland Volunteer Rescue Squad, Inc. (CVRS) on August 31, 2016, CVRS has agreed to transfer to Cumberland County its assets, including real and personal property, in consideration for the payment of the outstanding balance on the deed of trust note secured by the real property herein conveyed; and

WHEREAS, by vote of the Board of Supervisors of Cumberland County, Virginia on September 13, 2016, Cumberland County accepted the conveyance of the assets of CVRS and appropriated the funds to pay the said deed of trust note.

NOW, THEREFORE, THIS DEED WITNESSETH that for and in consideration of the sum of sixty-five thousand nine hundred twenty-two and 75/100 dollars (\$65,922.75) cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of all of which is hereby acknowledged by the party of the first part, the said party of the first part does hereby give, grant, bargain, sell, transfer, and convey, with **GENERAL WARRANTY**, and subject to the valid easements, restrictions, reservations, covenants and conditions, with **ENGLISH COVENANTS**

OF TITLE, unto the party of the second part the following described real estate, to-wit:

PARCEL ONE

That certain lot, piece or parcel of land containing forty-one one-hundredths (0.41) of an acre according to plat of survey made by Ralph P. Hines, C.L.S., dated January 26, 1967 and of record in the Circuit Court Clerk's Office of Cumberland County, Virginia in Deed Book 113 at Page 55, situate, lying and being in the Madison Magisterial District of Cumberland County, Virginia, approximately one mile southwest of Cumberland C.H. on the south side of U. S. Highway #60, and described on said plat of survey as follows: Beginning at an iron rod on the right of way line of U. S. Highway #60, fifty (50) feet from the western corner of the lot now or formerly of Brisentine, running thence on a new line S. 25° 32' E. 300 feet to a new corner; thence along a new line S. 63° 13' W. 60 feet to a new corner; thence along a new line N. 25° 32' W. 300 feet to corner on U. S. Highway #60, 6.8 feet N.E. of Virginia Department of Highways monument; and thence along the right of way line of U. S. Highway #60, N. 63° 13' E. 60 feet to the point of beginning.

BEING in all respects the same identical real property conveyed unto the party of the first part by that certain Deed dated the 14th day of February, 1967 and recorded in the Circuit Court Clerk's Office of Cumberland County, Virginia in Deed Book 113 at Page 54.

PARCEL TWO

That certain lot, piece or parcel of land lying and being in the Madison Magisterial District of Cumberland County, Virginia, approximately one mile southwest of Cumberland Courthouse, on the south side of U. S. Highway #60, and more particularly described as follows:

Beginning at an iron rod on the right of way line of U. S. Highway #60 at the property line of other property of Cumberland Volunteer Rescue Squad, Inc. and thence running South 25° 32' East a distance of 300 feet along the property line of Cumberland Volunteer Rescue Squad, Inc. to a point; thence running Southwestwardly 100 feet along a new line parallel to the right of way line of U. S. Highway #60; thence running North 25° 32' West a distance of 300 feet to the right of way line of U. S. Highway #60; and thence running Northeastwardly 100 feet along the right of way line of U. S. Highway #60 to the point of beginning.

BEING in all respects the same identical real property conveyed unto the party of the first part by that certain Deed dated the 6th day of January, 1978 and recorded in the Circuit Court Clerk's Office of Cumberland County, Virginia in Deed Book 141 at Page 237.

Parcel One and Parcel Two above were combined by Vacation of Lot Line Agreement dated August 25, 2010 and recorded August 25, 2010 in the Circuit Court Clerk's Office of Cumberland County, Virginia as Instrument Number 20100901.

WITNESS the following signatures and seals.

Grantors:

By _____ (SEAL)
Title _____

By _____ (SEAL)
Title _____

COMMONWEALTH of VIRGINIA
CITY/COUNTY of _____, to-wit:

The foregoing Deed of Bargain and Sale of Cumberland Volunteer Rescue Squad, Inc. dated the 13th day of September, 2016 was acknowledged before me on this the _____ day of September, 2016 by _____, the _____ of Cumberland Volunteer Rescue Squad, Inc. in that capacity on behalf of the corporation.

My commission expires: _____.

My Notary Identification Number is _____.

Notary Public

COMMONWEALTH of VIRGINIA
CITY/COUNTY of _____, to-wit:

The foregoing Deed of Bargain and Sale of Cumberland Volunteer Rescue Squad, Inc.

dated the 13th day of September, 2016 was acknowledged before me on this the _____ day of September, 2016 by _____, the _____ of Cumberland Volunteer Rescue Squad, Inc. in that capacity on behalf of the corporation.

My commission expires: _____.

My Notary Identification Number is _____.

Notary Public

Approved as to Form:

Vivian Seay Giles, County Attorney for Cumberland County, Virginia

Accepted by the Board of Supervisors of Cumberland County, Virginia on September 13, 2016

Chairman



DATE: September 7, 2016
TO: Cumberland County Board of Supervisors
FROM: Vivian Seay Giles
RE: September 13, 2016 Board Agenda Item
Utility easement on County property

Recommendation

Approve and authorize the execution of utility easement across County real property for the construction and maintenance of utility lines along Poorhouse Road.

Information

Construction is underway for utility lines along Poorhouse Road, and the affected properties include property owned by Cumberland County. It is recommended that an easement be executed and recorded in order to establish in the chain of title to the said real property the construction and placement of the utility lines.

**Prepared by
and return to: Vivian Seay Giles, County Attorney, Cumberland County, Virginia**

Tax Map Parcel Number: 49-A-72, 49-A-71A & 49-A-71A1_____

This Deed of Easement is exempt from taxation pursuant to Va. Code § 58.1-811(A)(3).

DEED OF EASEMENT

THIS DEED OF EASEMENT, made and entered into this _____ day of September, 2016, by and between **COUNTY OF CUMBERLAND**, a political subdivision and public body politic of the Commonwealth of Virginia, Grantor; and **CUMBERLAND COUNTY, VIRGINIA**, a political subdivision and public body politic of the Commonwealth of Virginia, Grantee.

WHEREAS, the Grantee is constructing a water line in Cumberland County, Virginia, and for purposes of this construction is in need of easements for the construction, placement, and subsequent maintenance of the said water line; and

WHEREAS, the Grantor is willing to grant to the Grantee the needed easement.

NOW, THEREFORE, THIS DEED WITNESSETH that for and in consideration of the sum of Ten Dollars (\$10.00), cash in hand paid, the receipt and sufficiency of which is hereby acknowledged, the Grantor does hereby grant and convey with **SPECIAL WARRANTY** of title unto the Grantee, subject to the terms and conditions set forth herein, the following:

A permanent utility easement and public utility right-of-way (hereinafter the "Easement") to build, maintain, repair, replace and operate public utilities, including, but not limited to, a water line consisting of pipes and appurtenances

thereto, over, under, and across the real property of the Grantor known and designated as **Tax Map Number 49-A-72, 49-A-71A and 49-A-71A1** in Cumberland County, Virginia, which easement is more particularly shown and described as a 20' Utility Easement on that certain plat of survey made by Brian M. Long, L.S., dated July 8, 2014 entitled Plat Showing a 20' Utility Easement Across the Property of County of Cumberland, Tax Map # 49-A-72, 49-A-71A and 49-A-71A1, Madison District, Cumberland County, Virginia. Reference to the said plat of survey is here made for a more complete and accurate description of the easement hereby conveyed.

The Permanent Utility Easement granted herein ("Easement") shall be subject to the following terms and conditions, to which terms and conditions all parties hereto agree as evidenced by their signatures attached hereto:

1. Location of Improvements: The Grantee shall construct, install, maintain, repair, replace and extend such public utilities, including, but not limited to, water line pipes and appurtenances thereto ("Improvements") only within the Easement. To the greatest extent possible, the Improvements shall be underground.
2. Right to Enter; Ingress and Egress. The Grantee shall have the right to enter upon the Easement for the purpose of installing, constructing, maintaining, repairing, replacing and extending the Improvements within the Easement area. The Grantee also shall have the right of ingress and egress thereto as reasonably necessary to construct, install, maintain, repair, replace and extend the Improvements. If the Grantee is unable to reasonably exercise the right of ingress and egress over the public rights-of-way, the Grantee shall have the right of ingress and egress over the property of the Grantor, if any, adjacent to the right-of-way.
3. Excavation and Restoration. Whenever it is necessary to excavate earth within the Easement area, the Grantee shall backfill the Easement area in a timely, proper, and

workmanlike manner so as to restore the surface conditions, as nearly as possible and practicable, to their state immediately prior to excavation, including restoration of all paved surfaces that were damaged or disturbed as part of the excavation.

4. Vegetation and Obstructions. The Grantee may cut any trees, brush and shrubbery, remove obstructions, and take other similar action reasonably necessary to provide economical and safe installation, maintenance and operation of the Improvements. The Grantee shall not be responsible to the Grantor or its successors and assigns, to replace or reimburse the cost of replacing or repairing any Grantor-owned trees, brush, shrubbery or obstructions that are removed or otherwise damaged that would be inconsistent with the proper maintenance, operation or use of the Improvements.
5. Ownership of Improvements. The Improvement shall be the property of the Grantee.
6. Obligations of the Grantee, accepted by execution of this document below by the County Administrator on behalf of the Grantee:
 - a. Permits. The Grantee shall be responsible for obtaining all governmental permits necessary for its activities within the Easement, and any work conducted shall be done at the sole expense of Grantee.
 - b. Acts Required of Grantee. Grantee covenants: (1) to hold Grantor harmless from and against all claims, liabilities and costs, including, but not limited to legal fees, arising from damage to property or injury to persons, including death, occurring in connection with the use of the Easement granted herein by Grantee, its agents, contractors, employees, officers, or directors; and (2) to require all contractors of Grantee coming on Grantor's property to be insured by adequate general liability

insurance and, if applicable, workers compensation insurance, which insurance shall in no way limit Grantee's obligations hereunder.

WITNESS the following signatures and seals.

COUNTY OF CUMBERLAND, VIRGINIA

By: _____(SEAL)
Vivian Seay Giles, County Administrator

COMMONWEALTH of VIRGINIA
CITY/COUNTY of _____, to-wit:

The foregoing instrument was acknowledged before me this _____ day of _____, 2016 by **Vivian Seay Giles, County Administrator of Cumberland County, Virginia, for and on behalf of Cumberland County, Virginia.**

Notary Public

My commission expires: _____
My Notary Identification Number: _____

Approved as to Form:

Vivian Seay Giles, County Attorney for Cumberland County, Virginia



CUMBERLAND COUNTY PUBLIC SCHOOLS

P. O. BOX 170
CUMBERLAND, VIRGINIA 23040
(804) 492-4212
FAX (804)492-9869

GINGER SANDERSON
School Board Chairman

EURIKA TYREE
School Board Vice-Chairman

GEORGE LEE DOWDY III
School Board Member

CHRISTINE ROSS, PH.D.
School Board Member

AMY GRIFFIN, Ed.D.
Division Superintendent

September 12, 2016

TO: Board of Supervisors of Cumberland County

FROM: Amy W. Griffin, Ed.D.

SUBJECT: Appropriation for Additional Funding for the 2016-2017 School Year

On behalf of the Cumberland County School Board, we are requesting an appropriation in the amount of \$35,000.00 for an additional grant listed below:

- PluggedIn VA \$35,000.00

A copy of the grant award is attached.

If you have any questions or concerns, please feel free to give me a call.



COMMONWEALTH of VIRGINIA

DEPARTMENT OF EDUCATION

P.O. BOX 2120

RICHMOND, VA. 23218-2120

August 4, 2016

TO: Certain Superintendents and Adult Education Program Managers

FROM:  Lolita B. Hall, Director
Office of Career, Technical, and Adult Education (OCTAE)

SUBJECT: PluggedInVA Grant Award for 2016-2017

The Virginia Department of Education (VDOE) is pleased to send you the enclosed notification of grant award for PluggedInVA funding for fiscal year 2016-2017. Please refer to the information in this memorandum and the award document when requesting reimbursements or amending the approved budget. Due to the number of applications received, your total award may not be equal to your funding request. If this is the case, a revised budget must be submitted prior to requesting reimbursement.

PluggedInVA funding for 2016-2017 originates from Virginia Lottery funds, which are not released to VDOE until late in the calendar year. Therefore, while expenditures may be made against these funds beginning July 1, 2016, there will be no first quarter reimbursement. You may begin submitting requests for reimbursement at the end of the second quarter.

Requests for Reimbursement

Requests for reimbursement must be submitted monthly or quarterly in the Online Management of Educational Grant Awards (OMEGA) System by the 17th of the month following the period for which reimbursement is requested. The final reimbursement request is due June 9, 2017.

Budget Amendments

Final budget amendment requests must be submitted no later than April 21, 2017. All budget amendment requests must be accompanied by a specific and detailed justification for the amendment. Requests received after the April 21 deadline may not be approved. Any budget changes made without prior approval may not be reimbursed.

Certain Superintendents and
Adult Education Program Managers
August 4, 2016
Page Two

Reports

OATAE requires all funded programs to submit a mid-year report and a cumulative, final report using a standardized electronic form that will be provided by OCTAE.

Inquiries

For program questions or technical assistance, please contact Jenna Kelly, specialist for adult federal programs and career pathways at OCTAE, via e-mail at jenna.kelly@doe.virginia.gov or by telephone at (804) 371-7852; or Kate Daly Rolander, workforce education specialist at the Virginia Adult Learning Resource Center (VALRC), via e-mail at kedaly@vcu.edu or by telephone at (804) 827-1946.

Thank you for providing career pathway opportunities for adults in Virginia.

LBH/gpb

Enclosures



GRANT AWARD NOTIFICATION

Recipient Information		DOE Information									
1. Contact Information:	Dr. Amy Griffin, Superintendent Cumberland County Public Schools P.O. Box 170 Cumberland, VA 23040 Contact: Ms. Katie McDaniel Phone: (434) 736-2084	10. Grant Authority:	2016 Virginia Acts of Assembly								
2. Universal Identifier (DUNS):	159573831	11. FAIN:									
3. Payee Number:	025	12. Federal/State Award Date:									
4. Grant Award Title:	PluggedIn VA	13. Total Federal/State Award:									
5. DOE Contact:	Melissa Dixon, Grants Manager Office of Adult Education and Literacy 804-786-7643 Melissa.Dixon@doe.virginia.gov	14. Fund Source:	Lottery								
6. Grant Award Number:	PIVA-61209-025-1617	15. Project Code:	61209								
7. Grant Award Type:		16. Revenue Source Code:	240444								
8. Grant Award Amount:	<table border="1"> <tr> <td>New</td> <td></td> </tr> <tr> <td>Original/Previous Award</td> <td>\$ 35,000</td> </tr> <tr> <td>Current Award</td> <td></td> </tr> <tr> <td>Total Award</td> <td></td> </tr> </table>	New		Original/Previous Award	\$ 35,000	Current Award		Total Award		17. Program Service Area:	Office of Adult Education and Literacy
New											
Original/Previous Award	\$ 35,000										
Current Award											
Total Award											
9. Period of Grant Award:	July 1, 2016 – May 31, 2017	18. Recipient Type:	Sub-recipient								
		19. Fiscal Year:	FY 2017 - State								
		20. Indirect Cost Rate:									
		21. Special Terms and Conditions: All federal grant awards are subject to 2 CFR Part 200, and Appendix II for contracts made with federal funds from this grant award. All awards are further subject to "Additional Required Special Terms and Conditions for Grant Awards" on Attachment A. This award is not for research and development. Indirect cost rates negotiated by DOE on LEA's behalf can be viewed at http://www.doe.virginia.gov/school_finance/budget/index.shtml									

22. Program Specific Instructions:

- Recipient must comply with all requirements stipulated in the approved proposal.
- Reimbursement for expenditures pursuant to this program cannot be honored where program or budget modifications are implemented without prior approval.
- This grant is funded on a cost-reimbursement basis only. Final request for reimbursement is due in the Office of Adult Education and Literacy (OAE) no later than June 9, 2017.
- All requests for reimbursement must be made thru the Online Management of Education Grant Awards (OMEGA) system.
- Note: See Attachment A – for additional DOE special terms and conditions.

23. Authorized By:		24. Authorized By:	
Christine Harris, Ph.D., Director of Humanities and Early Childhood	7/11/16	Kent Dickey, Deputy Superintendent Finance & Operations	7/27/16

Request For Appropriation

Department: Friends of CCAC

Code: 081560

Appropriate from:

Code	Item	Amount
3-100-001899-0037	Donations to Animal Shelter	120.00

Appropriate to:

Code	Item	Amount
4-100-081560-5650	Friends of CCAC	120.00

Reason for Request:

Donations to Friends of Cumberland County Animal Control (CCAC)

S. O. Quinn

Signature

8-24-16

Date

Approved:

Board of Supervisors

Date