



CUMBERLAND COUNTY BOARD OF SUPERVISORS

Regular Monthly Meeting
Circuit Courtroom, Cumberland Courthouse
17 Courthouse Circle, Cumberland, VA

January 13, 2026
6:00 p.m.

6:00 p.m. –

1. Adjourn into Closed Meeting

Motion

Subject Matter: Discussion of Legal Matters in Regards to Current Litigation and Contracts.

Purpose of Meeting: Allow Board Members to consult with legal counsel regarding county business.

Exemption: Pursuant to VA. Code § 2.2-3711.A.8: Consultation with Legal Counsel – Consultation with legal counsel employed or retained by a public body regarding specific legal matters requiring the provision of legal advice by such counsel.

Subject Matter: Consideration of Prospective Candidate for Employment

Purpose of Meeting: Allow Board Members to Consider a Prospective Candidate for Employment

Exemption: Pursuant to VA. Code § 2.2-3711.A.1: Personnel – Discussion, consideration, or interviews of prospective candidates for employment; assignment, appointment, promotion, performance, demotion, salaries, disciplining, or resignation of specific public officers, appointees, or employees of any public body.

2. Reconvene in Open Meeting

Motion

Roll call vote pursuant to Virginia Code § 2.2-3712 certifying “that to the best of each member’s knowledge (i) only public business matters lawfully exempted from open meeting requirements under this chapter, (ii) only such public business matters as were identified in the motion by which the closed meeting was convened were heard, discussed or considered in the meeting by the public body, and (iii) no action was taken in closed meeting.”

3. Adjourn until 7:00 p.m

Motion

7:00 p.m. –

4. Call to Order

5. Roll Call of Members

6. **Welcome and Pledge of Allegiance**
7. **Invocation**
8. **Election of Chairman** **Motion**
9. **Election of Vice-Chairman** **Motion**
10. **County Administrator Comments**
 - a. Board Vacancies **Information**
 - i. Piedmont Senior Resources
 - ii. Economic Development Authority
 - iii. Planning Commission
 - iv. Crossroads Community Services Board
11. **Approval of Agenda** **Motion**
12. **Organizational & Administrative Matters**
 - a. Review and approve By-laws (pg. 1-20) **Motion**
 - b. Review and approve Code of Ethics and Standards of Conduct (pg. 21-24) **Motion**
 - c. Review Committee Appointments (pg. 25-26) **Motion**
 - d. Approval of 2026 Proposed Meeting Schedule (pg. 27-28) **Motion**
 - e. Remote Attendance Policy (pg. 29-31) **Motion**
13. **Consent Agenda** **Motion**
 - a. Approval of Bills
 - b. Approval of Minutes (December 22, 2025 and January 8, 2026)
 - c. 2025 Annual Business License Report (pg. 32)
14. **State & Local Departments/Agencies/Community Service Provider Reports**
 - a. Cumberland County Public Schools **Information**
 - b. Cumberland County Public Library **Information**
 - c. VDOT **Information**
 - d. Finance Report **Information**
 - i. Monthly Budget Report (pg. 33-42) **Motion**
 - ii. Appropriation for CuCPS (pg. 43-46) **Motion**
 - iii. Appropriation for Clerk of Circuit Court (pg. 47-49) **Motion**
 - iv. Appropriation for Emergency Services Department (pg. 50-51) **Motion**
 - e. Planning and Zoning Report **Information**
 - i. Planning Project Updates (pg. 52-56)
 - f. County Attorney's Report
15. **Old Business**

For questions or information, please contact info@cumberlandcounty.virginia.gov or call 804-492-3800.

16. New Business

- a. Consideration of Employment Contract **Motion**
- b. Request to Set Public Hearing **Motion**
 - i. CUP 25-03 Arcola Towers (pg. 57)

17. Public Hearings

- a. Hecate Easement Agreement (pg. 58-96) **Motion**

18. Additional Information – (pg. 97-107)

- a. Treasurer’s Report
- b. DMV Report
- c. Monthly Building Inspections Report
- d. Monthly Business License Report
- e. Commonwealth Regional Council Report – December 2025 and Annual Report
- f. Approved Planning Commission meeting minutes – N/A
- g. Approved Economic Development Authority minutes – N/A
- h. Approved BZA minutes – N/A

19. Public Comment

20. Chairman and Board Member Comments

- 21. Adjourn – Motion**

**CUMBERLAND COUNTY, VIRGINIA
BOARD OF SUPERVISORS
Adopted January 13, 2026**

Statement of Intent and Purpose

The intent of these By-laws of the Cumberland County, Virginia Board of Supervisors is as follows:

- (1). To establish ways and means by which the Board of Supervisors as the governing body of Cumberland County, Virginia shall conduct itself in the performance of its duties and responsibilities;
- (2). To establish certain procedures to be followed by the Board of Supervisors as individual members and as a governing body, and by appointed officials and employees of the Board of Supervisors, to help ensure legality, fairness and consistency in the conduct of governance of Cumberland County; and
- (3). To establish certain rules and guidelines considered vital to the conduct of the Cumberland County government and the proper functioning of its elected and appointed officials, employees, agencies, departments, organizations; and the promotion and protection of the interests of the citizens of the county.

To these ends these By-laws are so adopted.

By-laws Definitions

As used in these By-laws, the following terms are defined:

Action of Record: An action taken, or decision made by the Board recorded in the Minutes of the Meetings. Action of Record may take the following forms:

- a. Motions with votes of the members of the Board recorded.
- b. Consensus agreement of the Board without vote by the Board.
- c. Directive of the Chairman in the exercise of that office during the conduct of an official meeting of the Board.

Advisory Board: Pursuant to § 15.2-1411 of the Virginia Code, a designated group of persons other than members of the Board formed by the Board for the purpose of undertaking work on matters germane to the interests of the Board or county.

Board: The Cumberland County Board of Supervisors.

Committee: Pursuant to § 15.2-1411 of the Virginia Code, a designated group of persons that may be formed by the Board for the purpose of undertaking work on matters germane to the interests of the Board or county.

County Code: The *Cumberland County Code*.

Directive: An exercise of discretionary authority granted to the Chairman from the Board empowering the Chairman as follows:

- a. To enforce the protocols of Article 8.5. of these By-laws for the conduct of business and discourse before the Board to ensure proper decorum, civility, fairness and order.
- b. To cause the removal of any person or persons without charge of civil or criminal offense for misconduct, disruption or disturbance of a meeting of the Board of Supervisors consistent with adopted policies and procedures of the Board;
- c. To charge any person or persons with civil or criminal offenses pursuant to federal, state or local laws for the misconduct, disruption or disturbance of a meeting of the Board.

Ex-officio: A form of membership or appointment to a body or group where the individual may participate in proceedings or discussions but shall not serve in an official leadership capacity nor vote in an official manner.

Item of Business: A matter to be presented before the Board at an official meeting, specified on the Meeting Agenda or modification thereof, and which may be subject to an Action of Record.

Meeting or official meeting: Any Annual, Regular, or Special Meeting of the Board of Supervisors. The following terms may also be used to further define and specify purposes for meetings. Meetings as defined herein are not exclusive of each other and may be concurrently conducted.

a. Annual Meeting: Pursuant to § 15.2-1416 of the Virginia Code, the Board's first meeting in the month of January.

b. Joint Meeting: A Joint Meeting may be conducted simultaneously with one or more corporate and politic bodies for the purpose of review, inquiry and discussion of matters of mutual interest or in the interest of expedient disposition of public business matters. Action of Record may be taken at said meeting, and a quorum of both the Board and other body(ies) is required to Call to Order and conduct a Joint Special Meeting.

c. Public Information Meeting: A Public Information Meeting shall be limited to the dissemination of information to and/or from the public where the Board of Supervisors will take no Action of Record at said meeting. A quorum of the Board of Supervisors is not required to Call to Order and conduct a Public Information Meeting. Public Information Meetings may be called in the name of the Board of Supervisors or administratively by the County Administrator or his designee.

d. Public Hearing: A public hearing shall be conducted at said meeting and the Board of Supervisors may take Action of Record on such matters as may arise from the Public Hearing. A quorum of the Board of Supervisors is required to Call to Order and conduct a Public Hearing.

e. Recessed Meeting: A meeting conducted at a date, place and time set by the Board of Supervisors as a continuation of a previously held meeting. A Recessed Meeting shall be scheduled no later than the date of the next Regular Meeting.

f. Rescheduled Meeting: A Rescheduled Meeting shall be for the purpose of conducting a meeting of the Board of Supervisors where, by virtue of necessity or at the discretion of the Board of Supervisors, the originally scheduled meeting cannot be conducted on its prescribed date or time or at its prescribed location pursuant to these By-laws. Action of Record may be taken on any Item of Business presented at a Rescheduled Meeting, and a quorum of the Board of Supervisors is required to Call to Order and conduct a Rescheduled Meeting. Pursuant to Virginia Code Section 15.2-1416, if a Regular meeting is continued when the chairman or vice-chairman declares that weather or other conditions are such that it is hazardous for members to attend the regular meeting, the rescheduled meeting will be on the alternate date listed on the

g. Workshop Meeting: A Workshop Meeting shall be for the purpose of in-depth review, inquiry and discussion of specified Items of Business where Action of Record may be taken by the Board of Supervisors. A quorum of the Board of Supervisors is required to Call to Order and conduct said meeting. Workshop Meetings may also be called and scheduled for the purposes of presentations to the Board of Supervisors for educational and informational purposes.

Primary Motion: The first motion presented following informal discussion of any Item of Business at a Board meeting.

Substitute Motion: A motion presented succeeding and in lieu of a primary motion on any Item of Business at a Board meeting.

Virginia Code: The 1950 Code of Virginia, as amended.

Construction

As used in these By-laws, the masculine shall include the feminine, and the singular the plural unless otherwise specified herein. The word "shall" is mandatory and not discretionary; the word "may" is permissive and discretionary. The word "approve" shall be considered to be followed by the words "or disapprove".

Article 1. General

1.1. The County of Cumberland is a political subdivision of the Commonwealth of Virginia and is bestowed all powers and authorities granted generally to counties without charters as set forth in the Virginia Code.

Article 2. Board of Supervisors

2.1. The County of Cumberland is governed by a Board consisting of five (5) Supervisors elected from the citizenry of Cumberland County, one (1) Supervisor from each of the county's five (5) Election Districts. Terms of each Supervisor are for four (4) years and may be successive. Qualifications for election to the Board of Supervisors are prescribed in the Virginia Code and Election Districts shall be defined by ordinance and set out in the County Code.

2.2. The Board of Supervisors is the governing body of the County of Cumberland and exercises all powers and authorities granted generally to counties without charters as set forth in the Virginia Code.

2.3. The Board of Supervisors at its discretion may authorize by appropriate action and annually provide for such sums for their salaries and expenses as members of the Board pursuant to the Virginia Code.

Article 3. Officers of the Board of Supervisors

3.1. Pursuant to § 15.2-1422 of the Virginia Code, the Board shall elect annually from its membership a Chairman and Vice-Chairman.

3.2. The term of office of the Chairman and Vice-Chairman shall be one (1) calendar year beginning immediately upon being elected at the Annual Meeting until the election at the Board's next Annual Meeting the following calendar year.

Article 4. Election of Officers

4.1. Election of officers of the Board shall be held at the Annual Meeting. In the absence of a quorum of the Board at the Annual Meeting, the current seated officers shall continue to exercise their offices until such time as a quorum is present at a subsequent Regular Meeting of the Board, at which time election of officers shall be held. The Board may defer election of officers to a Recessed Meeting from the Annual Meeting upon motion and vote of a majority of Board members present.

4.2. Election of officers of the Board shall be the first Item of Business at the Annual Meeting when elections are to be held.

4.3. Nominations for officers shall be conducted in open session upon motion by Board members and acceptance of the nomination. A motion with a majority vote of the Board members present is required to close nominations, at which time election of officers will be conducted in reverse order of the discussion of nominations. A majority vote of a quorum of the Board is needed to elect officers.

4.4. In the event of a tie vote during the election of officers, either by an abstaining vote or an even quorum of the Board present and voting, election of that officer shall be tabled to the next Regular Meeting of the Board and the Board shall proceed with other officer elections. In the event of a subsequent tie vote, a single blind lot drawing from the slate of seconded nominations shall select the officer. Officers selected in this manner shall be fully vested with all duties and powers accorded the office pursuant to the Virginia Code and these By-laws. The current seated officers shall continue to exercise their offices until new officers are elected or selected in this event.

4.5. Upon election of new officers, the new Chairman and Vice-Chairman shall preside at that meeting and all other meetings during the term for so which elected.

Article 5. Duties and Powers of Officers of the Board of Supervisors

5.1. In accordance with accepted rules of order and parliamentary practice, the Chairman is to preside at all meetings of the Board. The Vice-Chairman shall act with the full power and authority of the Chairman in the absence of the Chairman at any meeting of the Board. In the absence of the Chairman and Vice-Chairman, the remaining Board members shall choose an Acting Chairman for the meeting. Where an Acting Chairman is needed for a meeting, the Board need not designate an Acting Vice-Chairman. Where used in these Bylaws, Chairman shall also be construed to mean Acting Chairman.

5.2. When the Board is engaged in official meetings, whether held in the Board of Supervisors Meeting Room or at some other location, the building and associated grounds constituting the meeting place are under the control of the Chairman for the orderly conduct of the meeting. In addition to the exercise of parliamentary powers, the Chairman or Acting Chairman is empowered to issue Directives that shall be recorded as an Action of Record in order to facilitate orderly conduct of meetings.

5.3. The Chairman of the Board is empowered to administer oaths pursuant to § 15.2-1410 of the Virginia Code and shall be the head of the county government pursuant to § 15.2-1423 of the Virginia Code.

5.4. The Chairman shall adhere to and is empowered to enforce the protocols of Article 8.5 during official meetings of the Board. The Chairman shall act as parliamentarian of the Board and shall seek the advice of the County Attorney or, in his absence, the County Administrator in the interpretation of the provisions of these By-laws and other established procedures for the conduct of meetings.

5.5. In the event of a vacancy in the office of Chairman due to death, resignation or removal from office as a member of the Board, the Vice-Chairman shall assume the position of Acting Chairman until a chairman is appointed. In the event of a similar vacancy in the office of Vice-Chairman, the most recent past Vice-Chairman of the Board shall assume the position of Acting Vice-Chairman. In the event of concurrent vacancies in both the office of Chairman and Vice-Chairman, the most recent past Chairman and Vice-Chairman shall respectively assume these offices. Election of new officers shall occur pursuant to Article 4 of these By-Laws at the first Regular Meeting after the vacancy on the Board has been filled pursuant to § 15.2-1424 of the Virginia Code. In this event, such newly elected officers shall serve until the next Annual Meeting of the Board. Officers selected in this manner shall be fully vested with all duties and powers accorded their office pursuant to the Virginia Code and these By-laws.

5.6. The Chairman shall be an ex-officio member of all Committees and Advisory Boards of the Board, privileged to attend and participate in all meetings of such Committees and Advisory Boards, including closed meetings, but shall not vote on Committee matters unless appointed as a Committee member.

Article 6. Meetings of the Board of Supervisors

6.1. The Annual Meeting of the Board shall be held on the second Tuesday of January. The Regular Meetings of the Cumberland County Board of Supervisors shall be on the second Tuesday of each month. The alternative date for Regular Meetings shall be on the third Tuesday of each month. These Annual and Regular Meetings shall be Called to Order at 6:00 p.m. and shall be held at Cumberland County Circuit Court Room in the County Courthouse Building on Rt. 60, Cumberland C.H., Virginia.

The Annual and Regular Meeting date, place and time shall continue indefinitely unless changed by appropriate action of the Board.

6.2. The Board will attempt to complete all Items of Business at the Annual and Regular Meetings by 11:00 p.m. The Board may recess such meetings from day to day, or from time to time or from place to place not beyond the time fixed for the next Regular Meeting, until the business before the Board is complete.

6.3. If the Annual or any Regular Meeting day falls on a legal holiday, the meeting may be held on the holiday or rescheduled as determined by the Board by Action of Record taken at the Annual Meeting or any Regular or Special Meeting prior to the holiday. If rescheduled other than at the Annual Meeting, public notice shall be served pursuant to § 15.2-1416 of the Virginia Code.

6.4. Special Meetings of the Board may be approved and scheduled, or a Called Special Meeting conducted by the Board pursuant to § 15.2-1417 and § 15.2-1418 of the Virginia Code. A special meeting of the governing body shall be held when called by the chairman or requested by two or more of the members of the board of supervisors. The call or request shall be made to the clerk and shall specify the matters to be considered at the meeting.

Upon receipt of such call or request, the clerk of the governing body, after consultation with the chairman, shall immediately notify each member of the Board and the county attorney, as appropriate in writing delivered in person or to his place of residence or business to attend such meeting at the time and place stated in the notice. Such notice shall specify the matters to be considered at the meeting. No matter not specified in the notice shall be considered at such meeting, unless all members are present. The notice may be waived if all members of the Board of Supervisors attend the special meeting or sign a waiver.

A Special Meeting may also be scheduled or called for specific purposes, as follows:

- a. Joint Special Meeting;
- b. Public Information Meeting;
- c. Public Hearing;
- d. Rescheduled Meeting;
- e. Workshop Meeting.

Special Meetings of the Board may be scheduled at the Annual Meeting for the calendar year and set out in the Operational Procedures of the Board.

6.5. The Annual, Regular and Special Meetings of the Board shall be open to the public. The Board reserves the right to enter into Closed Meeting pursuant to the Virginia Code at any official meeting.

6.6. Closed meetings will be restricted for those proper purposes enumerated in the Virginia Code and all Closed Meetings will be held in strict accordance with Virginia law.

6.7. No gathering of members of the Board of Supervisors, whether there be a number equal to or exceeding a quorum of the Board or a lesser number, shall be considered an official meeting of the Board unless such gathering takes place at a bona fide Annual, Regular or Special Meeting as set forth in these By-laws. No Action of Record may be taken on any matter outside of the time, place and location of an official meeting of the Board. Similarly, when a quorum, (3) three or more members is gathered in one place outside an official meeting, those Board Members present may not discuss any past, current or future county business.

6.8. The Sheriff of Cumberland County shall, upon request, provide at least one (1) deputy to attend the Annual and Regular Meetings of the Board and, upon request of the Board or County Administrator, at any other official meeting. When in attendance of any official meeting, deputies shall be under the direction of the Chairman of the Board during the period of the official meeting (including any brief recess thereof), and under the direction of the County Administrator, Acting County Administrator, or his designee during the period prior to the meeting's Call to Order and immediately upon final Recess or Adjournment of the meeting.

Article 7. Agendas for Board of Supervisors Meetings

7.1. The Annual and Regular Meetings of the Board shall have a formal Meeting Agenda prepared by the County Administrator or his designee. The County Administrator at his (her) discretion, and the County Attorney and Board members individually may by request to the County Administrator place matters of business on the Agenda for discussion, information and /or action by the Board as are germane to the affairs and interests of the Board and county. Agendas for Special Meetings are optional at the discretion of the Board of Supervisors or County Administrator.

7.2. The Order of Business of the Meeting Agenda for the Annual and Regular Meetings of the Board shall be generally as follows:

1. Call to Order and Determination of Quorum
2. Roll Call of Members
3. Welcome, Invocation and Pledge of Allegiance
4. County Administrator's Report
5. Approval of the Agenda
6. Public Comment – Agenda Items Only
7. Organizational & Administrative Matters
8. Presentations from Department/Agencies/Organizations
9. Finance Report
10. Planning and Zoning Report
11. County Attorney's Report
12. Consent Agenda
13. Old Business
14. New Business
15. Public Hearings
16. Additional Information
17. Public Comments
18. Board Member Comments
19. Adjournment

Deviations from the Order of Business may be made at the discretion of the County Administrator during the preparation of the Meeting Agenda, and by the Board as a modification of the Meeting Agenda at the time of Approval of the Agenda. The Board by motion and majority vote of those present may eliminate any of the above items in the Order of Business for a specific meeting or meetings, or through the time of the next Annual Meeting in its entirety and may also restore any item so eliminated or add other items by like Action of Record at any meeting.

7.3. A request for modification of the Meeting Agenda shall be made from the Board Table and only by members of the Board, County Administrator, or County Attorney. Approval of modification requires majority vote of Board members present. A modification made at the time of Approval of the Agenda shall be reflected in the Minutes of the Meeting at which the modification was made. Items scheduled for action on the Meeting Agenda may be deferred to a later time in the meeting by consensus agreement of a majority of Board members present. Items previously acted upon during the course of the meeting may be revisited at a

later time in the meeting by a motion to reconsider and a majority vote of Board members present. An item may not be reconsidered more than twice.

7.4. The Board shall take no Action of Record on any matter that is not on the Meeting Agenda unless a modification to the Meeting Agenda is requested at the time of Approval of the Agenda. Modification of the Meeting Agenda requires a majority vote of Board members present.

7.5. Closed Meetings and business matters brought before the Board under Board Member Reports are exempt from the provisions of this article.

7.6. The Meeting Agenda and supporting documents comprising the Meeting Agenda Book should be delivered to members of the Board a minimum of five (5) calendar days in advance of the meeting date. The supporting documentation should include recommendations on actions prepared by county administrative personnel and other county officials if a recommendation is available and appropriate. The Meeting Agenda Book may be rendered in electronic format for use by the Board at its discretion.

Article 8. Conduct of Meetings of the Board of Supervisors

8.1. The Board shall generally follow Roberts' Rules of Order Newly Revised, Procedure in Small Boards but failure to follow Robert's Rules of Order shall not invalidate any Board action, the provisions of Article 8.4 notwithstanding. In following these rules of parliamentary procedure, the Board intends that special attention will be given to the following:

- a. Protecting the rights of each individual member of the Board, county administrative employees and the public.
- b. Preserving and ensuring a spirit of harmony and cooperation within the Board, and between individual Board members.
- c. Allowing full and free discussion among the members of the Board in order to ensure that all viewpoints are considered prior to taking action on behalf of the county.

8.2. Where provisions of these By-laws differ from similar procedures established by Robert's Rules of Order, provisions of these By-laws shall prevail.

8.3. Repealed. (This section referenced seating at meetings for Board Members)

8.4. The following rules and procedures shall prevail at meetings of the Board:

- a. A quorum of the Board is a majority of the membership comprising at least three (3) of the five (5) members of the Board. A quorum must be present to Call to Order and continue an official meeting and to take Action of Record.

- b. The Chairman shall Call to Order an official meeting at the designated time and determine a quorum. If a quorum is not present at the designated time, the Chairman may direct a delay of up to fifteen (15) minutes in the start of the meeting at his discretion. Any further delay in the start of the meeting may be made only with the consensus agreement of the majority of those Board members present.
- c. Should for any reason a quorum not be maintained continuously during any official meeting, the meeting shall adjourn at that time. A Board member's physical presence on the grounds of the location of the meeting shall be considered as being present at the meeting and satisfactory for the maintenance of a quorum. Board members shall notify the Chairman if required to leave the grounds of the location of the meeting, either temporarily or for the remainder of the meeting.
- d. All informal and formal discussions of Items of Business and Actions of Record must be made from the Board Table. Any Board member away from the Board Table but maintaining physical presence at the meeting location at the time of an Action of Record will be counted as having cast an abstaining vote.
- e. Informal discussion of an Item of Business by Board members is permitted while no primary or substitute motion is pending.
- f. Board members must receive permission from the Chairman, or receive permission by consensus of the Board, to display images or produce handouts during informal and formal discussions or during the Board Member Comment period.
- g. A second to a primary and substitute motion is required in order to formally discuss and/or vote upon the motion. Voting shall be by show of hands. The Chairman shall verbally summarize the vote upon conclusion of an Action of Record, noting by individual name those Board members abstaining or voting in the minority on the Item of Business.
- h. Any member of the Board may terminate debate or discussion of an Item of Business and call for a vote on a pending motion by "calling for the question" after being recognized by the Chairman.
- i. No motion may be made if it seeks to obstruct or thwart the consensus of the Board of Supervisors as clearly indicated by the existing motion or parliamentary situation.
- j. An abstaining vote is neither an affirmative nor a negative vote and has no effect on the vote, or the status of the quorum.
- k. A tie vote fails. The Board does not designate a tiebreaker pursuant to § 15.2-1421 of the Virginia Code.

- l. A substitute motion will be voted on prior to the primary motion, in reverse order (i.e. the substitute motion will be voted on first). Only one (1) substitute motion will be considered prior to a vote on the primary motion.
- m. The Chairman is authorized to speak in discussions, can make and/or second a motion, and can vote on all motions and/or all questions but may not call for the question. The Chairman may temporarily relinquish the position. The Chairman may do so by passing the gavel to the Vice-Chairman or Acting Vice-Chairman prior to the start of discussion of an Item of Business. Upon completion of the Item of Business, the gavel shall be returned to the Chairman.
- n. A primary motion may be amended prior to vote with the concurrence of the originating Supervisor of the primary motion. The amended primary motion is then treated as the primary motion, and not a substitute motion. A primary motion may not be amended if a substitute motion is pending until conclusion of vote on the substitute motion. An amendment to a primary motion opposed by the originating Supervisor shall not be voted on until action is taken on the original primary motion.
- o. If a primary or substitute motion is made at a Board meeting where at least four (4) members are present and the motion is voted on and fails, the same or a substantively similar motion cannot be reconsidered by the Board during that fiscal year except by a primary or substitute motion made by a member of the Board who voted on the prevailing side where there are no less than four (4) Board members present, and only if two-thirds (2/3) of the Board members present vote to reconsider the motion again.
- p. A primary or substitute motion may be made to tentatively act upon an Item of Business where a final Action of Record is anticipated at a later date. All Items of Business tentatively acted upon by the Board shall be considered bound by the tentative action if not otherwise reconsidered by the Board within three (3) calendar months of the date of the tentative action.
- q. A motion to Table an Item of Business for consideration at a future meeting, or to remain Tabled indefinitely may be made either as a primary or substitute motion but not by consensus agreement. An action to Table an Item of Business to a later time within the same meeting may be passed by consensus agreement of a majority of Board members present.

8.5. The following protocols will be followed at meetings of the Board:

- a. Official meetings of the Board are open to public observation and, as set out herein, public participation. When not addressing the Board and/or attending public as herein described, those present at an official meeting shall be respectful of the rights of others.

- b. Board members are to be polite and courteous in addressing other members of the Board and all those present at Board meetings, and all Board members are to maintain proper decorum in their conduct at meetings of the Board (i.e., refrain from "name calling", derogatory remarks and other forms of personal affronts).
- c. Nonmembers and Board Members can be excluded at any time from part or all of a Board of Supervisors meeting. Such exclusion can be effected by a ruling of the Chairman in cases of disorder, disobeying a legitimate order, improper or unethical decorum, and/or improper shouting or addressing the Board when not called upon. Board members can appeal the decision of the Chairman by asking for a consensus from the remainder of the Board.
- d. Those persons and organizations with Items of Business before the Board should be represented at an official meeting if so requested by the Board of Supervisors, individual members of the Board, the County Administrator, County Attorney, or any person acting on behalf of these.
- e. Those persons and organizations with Items of Business before the Board may address the Board upon recognition and invitation of the Chairman to approach the Podium, where upon they shall identify themselves, any title and organization they represent, and provide a mailing address to facilitate any correspondence needed subsequent to the Item of Business. As a guideline, presentations to the Board pursuant to an Item of Business should be limited to ten (10) minutes. The Chairman at his discretion may end a presentation after such time has elapsed or may permit continuation of it. The Board by Action of Record may overrule the Chairman's decision in this regard.
- f. The discourse of those presenting at the Podium shall be made part of the Minutes of the Meeting subject to Article 9 of these By-laws.
- g. Those individuals of the public attending any official meeting of the Board of Supervisors without an approved Item of Business on the Meeting Agenda or modification thereof shall not be permitted at the Podium at any time other than during the Open portion of a public hearing or during the public comment period. No person shall address the Board during an official meeting from the audience unless recognized by the Chairman.
- h. Individuals of the public desiring to speak at a public hearing or during the public comment period must first provide their identifying information on a signup sheet prior to the public hearing or public comment period. Only residents of Cumberland County or individuals owning real property in Cumberland County are permitted to speak at a public hearing or during the public comment period. A resident who speaks more than once during a meeting shall not be repetitive.
- i. At any official meeting of the Board where a public hearing is set on the Meeting Agenda, or a Public Hearing of the Board pursuant to Article 6.4, the Chairman shall

first permit general presentation and discussion of the matter of the public hearing from the Podium and/or from the Board Table. At the conclusion of such presentation/ discussion, the Chairman shall Open the public hearing and invite those of the public attending the meeting to the Podium to comment.

- j. At the discretion of the Clerk or Chairman, any Item of Business may include a public comment period. The public comment period will be noted on the Agenda and will be subsequent to the presentation on the Item of Business and any informal discussion by the Board, but prior to any motions or vote on the Item of Business.
- k. At the discretion of the Chairman, or with the consensus agreement of the majority of the Board, those speaking during the open portion of a public hearing or during an open public comment period, may be limited to a specified length of time for comments at the Podium. The Chairman at his discretion may provide a verbal advisory to a speaker at the Podium when thirty (30) seconds remain of the specified time to conclude comments. During public hearings, speakers may address the Board only on matters pertaining or germane to the issue for which the public hearing is being held. No speaker is to engage in political statements, personal attacks upon members of the Board of Supervisors, county employees or officials, or any other person, nor are speakers entitled to use abusive language or discuss matters outside the issue for which the public hearing is being held. Violation of this rule shall enable the Chairman by directive to take appropriate measures to rule the speaker out of order and to have the speaker removed from the meeting, if necessary and take such other steps the Chairman deems appropriate, including bringing appropriate charges against the person and bringing the charges in the name of the Board of Supervisors.
- l. No discourse at a public hearing, whether during general presentation and discussion or during the Open portion of the hearing is required to be entered into the Minutes unless conducted at the Podium.
- m. Upon conclusion of speakers at the Podium, the Chairman shall close the public hearing. A motion and majority vote of a quorum of Board members present at a public hearing shall overrule the Chairman's decision to close the public hearing or to limit speakers, in which event speakers may continue until the Board by majority vote ends the public hearing. A motion and majority vote of a quorum of Board members present shall also close the public hearing in this event. An Action of Record may be taken at the close of a public hearing at the discretion of the Board. Board Member Reports shall facilitate the presentation of comments, reports and proposed Items of Business not otherwise part of the Meeting Agenda by individual Board members in round table fashion. Matters may be presented for information, discussion and action and/or scheduled for further consideration as an Item of Business at a future meeting of the Board. When speaking during Board Member Reports, Board members shall be limited to ten (10) minutes, at which time the Chairman may at his discretion suspend further presentation from the Board member and request action by consensus agreement of Board members present at

the Board Table to permit additional time to conclude the presentation. No Board member shall yield time or place under Board Member Reports to any other Board member or other person. No member of the Board shall have any other position reserved for them on the Meeting Agenda other than under Board Member Reports.

8.6. The Board may at its discretion adopt specific rules and procedures relative to the conduct of certain types of public hearings other than those set forth in this Article. Such specific rules and procedures shall be adopted in the manner prescribed for amendment of these By-Laws set forth in Article 13 and shall become part of these By-Laws upon adoption. Where a public hearing is conducted by another party on behalf of or before the Board, the rules and procedures governing that public hearing shall be as prescribed by the party conducting it.

Article 9. Minutes of the Meetings of the Board of Supervisors

9.1. At all official meetings of the Board at which a quorum is present Minutes of the meeting shall be taken and shall be approved by the Board and recorded in the office of the Cumberland County Administrators Office.

9.2. Public Information Meetings and Workshop Meetings as defined in these By-laws may be recorded as Minutes at the direction of the Board. At any such meeting where an Action of Record is taken, Minutes shall be taken and approved by the Board and recorded.

9.3. Pursuant to § 15.2-1536 and § 15.2-1538 of the Virginia Code, the County Administrator shall serve as Clerk of the Board and shall carry out the duties specified in § 15.2-1539 of the Virginia Code. The County Administrator may designate a Recording Clerk to take and prepare the Minutes of the Board and to assist in the exercise of the office of Clerk of the Board. Minutes shall be prepared on the basis of both written notes and audio recordings. Where technically possible, audio recordings shall be made of all official meetings of the Board, subject to the provisions of Paragraph 9.2 of this Article. The specific language of the Minutes of any given meeting shall be at the discretion of the County Administrator, who shall endeavor to render the Minutes in the most accurate and neutral way possible. The County Administrator shall review and correct all Minutes prior to dissemination to the Board for adoption.

9.4. The Board may at its discretion generally prescribe the form and content of the Minutes of its meetings in keeping with professionally accepted standards for it. At minimum, the Minutes shall contain the styling of the Item of Business stated on the Meeting Agenda or modification thereof, the Action of Record, the vote by individual member or consensus expression of the Board, or directive of the Chairman. Where practical, a brief synopsis of any discussion of the Item of Business shall also be included.

9.5. Minutes of any meeting shall generally be presented at the next or following Regular Meeting of the Board where at least five (5) working days exist between the successive meetings.

9.6. Minutes shall not be considered official until approved by the Board and recorded. After approval of the Board but prior to recordation, the County Administrator may make additions or corrections to the Minutes that do not materially affect the substance or content of the Minutes. These include but are not limited to: correction of mis-spellings, typographical errors and incorrect grammar; page renumbering; clarification of content and errors of omission. Should evidence of an error in a recorded vote be discovered after approval but prior to recordation, the County Administrator shall attempt to verify it and correct by the best available means, including corroboration by individual Board members and other reliable witnesses to the meeting.

9.7. Should an error or evidence of an error in the Minutes of any Meeting of the Board be discovered after recordation, the County Administrator shall bring the error before the Board at the next official meeting as is practical. The Board by vote of a majority of those members present at the meeting at which the error was made shall correct the Minutes by amendment. Members of the Board not present at said meeting shall abstain from voting on the correction. Should no majority of Board members present at the meeting in which an error was made in the Minutes be or remain seated as members of the Board, a majority vote of the presently seated Board members shall then correct the Minutes by amendment.

9.8. Amendment to the recorded Minutes of any Meeting shall be entered as an Action of Record in the Minutes of the Meeting at which the amendment was made. In addition, and where practical as determined by the County Administrator or Recording Clerk, the recorded Minutes shall be altered to include the amendment, either by insertion of a new, corrected page in sequence or by separate Amendment Addendum at the beginning or first page of the recorded Minutes of the Meeting to be corrected. Whether by insertion of a new corrected page or by Amendment Addendum, the correction shall be clearly documented as a correction of previously recorded Minutes, indicating the first date of recordation, the date of Board action to amend the Minutes, and the date of recordation of the amended Minutes.

9.9. When audio recordings of Board meetings are made, the County Administrator shall cause their preservation for a period of time not to exceed two (2) calendar years from the date of the meeting, at which time they may be discarded. Where preserved, audio recordings shall be considered publicly accessible without charge upon prior appointment for review through the office of County Administrator.

9.10. When video recordings of Board meetings or portions thereof are made, the preservation of said recordings shall be at the discretion of the County Administrator. The Board may at its discretion direct the preservation of specific recordings, and the County Attorney may request preservation of specific recordings only if such recordings are needed to support legal proceedings, pending or anticipated.

9.11. Verbatim transcription of the proceedings of any meeting in its entirety shall not be undertaken except by majority vote of the Board and only in instances where excerpted verbatim transcriptions of a portion or portions of the proceedings are insufficient to

address the need. Any verbatim transcription generated, whether of an entire meeting or portion(s) thereof, shall not be adopted or made part of the official Minutes of any meeting.

9.12. Individual members of the Board and the County Attorney may request excerpted verbatim transcription of a portion or portions of any meeting through the County Administrator. If requested by a member of the Board, the County Administrator and/or the Recording Clerk will make a reasonable effort to generate a requested transcription prior to any subsequent meeting of the Board; the generation of such transcription is subordinate to the preparation and review of the Minutes and other duties and responsibilities of the involved personnel. A request by the County Attorney shall be made only if such transcription is needed to support legal proceedings, pending or anticipated. The County Administrator at his discretion may make any verbatim transcription requested generally available to all members of the Board.

9.13. Unapproved Minutes shall be released publicly upon incorporation into and completion of the Meeting Agenda Book. At the discretion of the County Administrator, unapproved Minutes may be released publicly at an earlier time; availability of completed unapproved Minutes shall not compel release at such earlier time.

9.14. No recording device shall be used during any Closed Meeting of the Board unless the majority of the members of the Board present at the meeting vote to allow recording of the Closed Meeting. Any such recording shall remain in the sole custody of the County Administrator, County Attorney, Chairman or other member of the Board designated by the Board.

Article 10. Appointments of the Board of Supervisors

10.1. The Board at its discretion may, and where required and in accordance with the Virginia Code or other law, shall from time to time establish and make appointments of its members and other persons to various positions, groups, organizations, committees, advisory boards and other bodies, both formal and informal, for such purposes as are in the interest of the Board and county.

10.2. Except as otherwise provided in these By-laws or other law, appointments of the Board may be made at any official meeting upon motion and majority vote of a quorum of the Board and recorded as an Action of Record.

10.3. Except as otherwise provided by Action of Record or by law, all appointees of the Board shall be authorized and expected to represent the interests of the Board and county in all matters to which their appointment is charged.

10.4. Except as otherwise provided by law, all appointments of the Board shall discharge their duties with diligence and may be removed prior to the end of the term of said appointment by motion and majority vote of a quorum of the Board and recorded as an Action of Record. Any vacancy in an appointment shall be filled in the manner as the original and for the remainder of the original term of the appointment.

10.5. Pursuant to § 44-146.19 B. 2. of the Virginia Code, the Board at the Annual Meeting shall appoint one of its members or the County Administrator to be Director of Emergency Services of the county. The Director shall serve in that capacity until the next Annual Meeting, at which time he may be reappointed, or a successor appointed at the pleasure of the Board. A vacancy in the Director's position may be filled by a majority vote of the Board at any Regular or Special Meeting. The Director may be removed from that position and a successor appointed to fill the remainder of the original term by majority vote of the Board at any official meeting. During an impending or declared state or local emergency, in the absence of the Director of Emergency Services, the Chairman or Vice-Chairman of the Board shall assume the duties and responsibilities of that position pursuant to the Virginia Code. In the event either the Chairman or Vice-Chairman is the Director, the County Administrator shall serve as the third designee to assume responsibility in the absence of the Chairman or Vice-Chairman. In the absence of the Chairman, Vice-Chairman and County Administrator, any member of the Board may act in the capacity of Director of Emergency Services until such time as one of these three officials is able to assume the position. The Director of Emergency Services or any member of the Board acting in such capacity shall exercise only those powers granted in § 44-146.21 of the Virginia Code. The Emergency Services Coordinator of the county shall be an administrative employee of the office of County Administrator, subject to the personnel policies of the Board.

10.6. The Board shall officially recognize no prerogative of any of its members to make or nominate appointments to any group, organization, committee, advisory board or other body except in accordance with the provisions of these By-laws or other law.

Article 11. Committees and Advisory Boards of the Board of Supervisors

11.1. Pursuant to § 15.2-1411 of the Virginia Code, the Board may at its discretion establish Committees of the Board and Advisory Boards by Resolution and vote of a majority of the Board members at any official meeting. Committees may be solely composed of members of the Board or may be jointly composed of Board members and other individuals appointed or otherwise authorized to participate in Committee activities. Board approval of such other individuals is not required unless specified by Resolution. Advisory Boards shall be composed persons other than members of the Board and may include other individuals appointed by Advisory Board members to participate in Advisory Board activities. Board approval of such other individuals is not required unless specified by Resolution. Board members may be appointed as ex-officio members of Advisory Boards.

11.2. A Resolution establishing any Committee shall state the purpose and scope of activities of the Committee, including any specific responsibilities for and grant of authority to pursue the matter for which it has been established. The Resolution shall state the composition of the members of the Committee, either by name or title, and may designate who shall chair the Committee, by name or title. No member of the Board shall be appointed to a Committee if not present at the meeting at which appointments are made. A majority vote of a quorum of the Board is needed to appoint Committee members.

11.3. Unless otherwise specified within the establishing Resolution, Committees shall be reestablished, and Committee appointments made at each Annual Meeting of the Board. Failure to reestablish dissolves the Committee as of adjournment of the Annual Meeting. Appointments to Committees may be for successive terms.

11.4. Unless otherwise specified within the establishing Resolution, Committees shall organize and direct their own affairs in the manner that their members deem appropriate to the matters that they are charged. These include, but are not limited to, adoption of Committee by-laws or procedures, designation of Committee officers, the taking of Minutes of Committee meetings, the appointment of sub-committees or working groups, solicitation of assistance in pursuit of Committee matters, and such other things as deemed appropriate by Committee members.

11.5. Meetings and activities of Committees shall be open to the public and notice shall be given of the meeting. Any Committee, when conducting business matters which are exempt from public disclosure pursuant to the Virginia Code may sequester itself for all or a portion of the Committee meeting at which such matters are being discussed.

11.6. Advisory Boards shall be subject to the provisions governing Committees of the Board as set forth in this Article.

11.7. The Board at its discretion may establish compensation for all Committee and Advisory Board members not to exceed fifty (\$50.00) dollars per meeting pursuant to § 15.2-1411 of the Virginia Code. Such compensation shall be specified in the Resolution establishing the Committee or Advisory Board, subject to Board appropriation of funds. Unless specified, no Committee or Advisory Board member shall receive compensation.

11.8. Committees of the Board and Advisory Boards shall only be established pursuant to this Article. Nothing herein shall be construed so as to prevent meetings or consultations by and between members of the Board, county administrative officials and employees and other parties for the purpose of pursuing matters of interest to the Board and county which are otherwise consistent with Virginia law.

Article 12. Offices of County Administrator and County Attorney

12.1. Pursuant to § 15.2-1536 of the Virginia Code, the Board shall appoint a County Administrator and a County Attorney. The County Administrator and County Attorney shall be employees of the Board, serving at the pleasure of the Board, and shall have their compensation established by the Board.

12.2. The County Administrator shall be the chief administrative officer for the county pursuant to § 15.2-1540 of the Virginia Code. The County Administrator shall exercise all powers, duties and responsibilities pursuant to § 15.2-407 and § 15.2-1541 of the Virginia Code and in accordance with the County Code and Board policies.

12.3. The County Attorney shall exercise all powers, duties and responsibilities pursuant to § 15.2-1542 of the Virginia Code and in accordance with the County Code and Board policies.

12.4. In the event of vacancy in the office of County Administrator due to death, resignation or removal from office, the Assistant County Administrator shall assume responsibility as Acting County Administrator until such time as the Board shall again fill that office. At the Board's discretion upon motion and vote of a majority of Board members at any Regular or Special Meeting, a county administrative employee other than the Assistant County Administrator may be designated as Acting County Administrator. The Assistant County Administrator is designated Deputy Clerk of the Board pursuant to § 15.2-1502 of the Virginia Code for the limited purpose of serving as Clerk to the Board in the temporary absence or unavailability of the County Administrator.

12.5. In the event of vacancy in the office of County Attorney due to death, resignation or removal from office, the Board may engage the services of private legal counsel to serve in the capacity of Acting County Attorney until such time as the Board shall again fill that office. In the event of the temporary absence or unavailability of the County Attorney, the Board authorizes the County Administrator at his discretion to engage the services of private legal counsel as necessary to represent the Board and county.

Article 13. Adoption and Amendment of By-laws of the Board of Supervisors

13.1. Upon adoption, the provisions of these By-laws shall take effect immediately and shall continue until amended or re-adopted. The full text of these By-laws shall be made part of the Minutes of the Meeting at which they were adopted.

13.2. Amendment to these By-laws may be made as an Item of Business on the Meeting Agenda or modification thereof at any Regular Meeting, Adjourned Meeting, Special Meeting, Called Special Meeting, and/or Rescheduled Meeting of the Board. Amendment to these By-laws shall be by vote of a majority of Board members and recorded as an Action of Record. Unless otherwise specified, any amendment is effective upon adoption; no amendment shall be made retroactively effective. The full text of an amendment to these By-laws shall be made part of the Minutes of the Meeting at which they were adopted.

Article 14. Limitations of By-laws of the Board of Supervisors

14.1. If any provision or requirement of these By-laws be found inconsistent with the provisions of the Virginia Code, the County Code, or any other law or statute, it shall be deemed void. In this event, all remaining provisions of these By-laws shall remain in full force and effect.

Article 15. Adoption and Amendment of General Policies and Operational Procedures of the Board of Supervisors

15.1 The Board may from time to time adopt such other General Policies and Operational Procedures as it deems necessary and appropriate to its conduct and to matters under its charge, such policies and procedures being consistent with these By-laws and other law.

15.2. Matters that the Board may address by General Policies and Operational Procedures generally shall be those not otherwise addressed by law, but which are material to the conduct, operation and interests of the Board or county.

15.3. Adoption and amendment of General Policies and Operational Procedures shall be made in a manner similar to that prescribed for the By-laws of the Board as set out in Article 13 and subject to the limitations set out in Article 14 herein.

--- NOTHING FOLLOWS ---

CODE OF ETHICS AND STANDARDS OF CONDUCT FOR MEMBERS OF THE CUMBERLAND COUNTY BOARD OF SUPERVISORS

Adopted January 14, 2025

CODE OF ETHICS

Recognizing that persons who hold public office have been given a public trust and that the stewardship of such office demands the highest levels of ethical and moral conduct, any person serving on the Cumberland County Board of Supervisors will adhere to the following Code of Ethics:

- 1.) Uphold the Constitution, laws and regulations of the United States, the Commonwealth of Virginia, and Cumberland County, and never knowingly be a part of their evasion.
- 2.) Put loyalty to the highest moral principles and to the county as a whole above loyalty to individuals, district, or particular groups.
- 3.) Give a full measure of effort and service to the position of trust for which stewardship has been granted; giving earnest effort and best thought to the performance of duties.
- 4.) Seek to find and use the most equitable, efficient, effective, and economical means for getting tasks accomplished.
- 5.) Adopt policies and programs that support the rights and recognize the needs of all citizens regardless of race, sex, age, religion, creed, Country of origin or disability.
- 6.) Avoid adopting policies, supporting programs, or engaging in activities that discriminate against or offend individuals because of race, sex, age, religion, creed, Country of origin, or disability
- 7.) Ensure the integrity of the actions of the Board of Supervisors by avoiding discrimination through the dispensing of special favors or unfair privileges, to any one whether for remuneration or not. A member should never

accept for himself or family members, favors or benefits under circumstances which might be construed by reasonable persons as influencing the performance of governmental duties.

8.) Make no private promises of any kind binding upon the duties of any office, since a public servant has no private word which can be binding on a public duty.

9.) Engage in no business with the County Government, or the school system either directly or indirectly, which is inconsistent with the conscientious performance of government duties except as may be consistent with the conflict-of-interest statutes in the Code of Virginia.

10.) Never use any information gained in confidentiality in the performance of governmental duties as a means of making private profit.

11.) Expose through appropriate means and channels, corruption, misconduct, or neglect of duty whenever discovered.

12.) Adhere to the principle that the public's business should be conducted in the public view by observing and following the letter and spirit of the Freedom of Information Act using closed sessions only to deal with the sensitive personnel, legal matters, contractual matters, and other matters allowed by the Code of Virginia.

13.) Avoid using the position of public trust to gain access to the media for the purposes of criticizing colleagues, citizens or personnel, impugning their integrity, or vilifying their personal beliefs.

14.) Make sure, when responding to the media, that a clear distinction is made between personal opinion or belief and a decision made by the Board.

15.) Review these principles orally and in public session at the annual organizational meeting each year.

16.) Pledge to honor and uphold these principles, ever conscious that public office is a public trust.

STANDARDS OF CONDUCT

Recognizing that persons holding a position of public trust are under constant observation by the media and interested county residents, and recognizing that maintaining the integrity and dignity of the public office is essential for maintaining high levels of public confidence in our institutions of government, every current and future member of the Board of Supervisors will adhere to the following Standards of Conduct:

1.) Avoid during public meetings and during the performance of public duties the use of abusive, threatening, or intimidating language or gestures directed at colleagues, citizens, or personnel.

2.) Pay all taxes due to the County, State, or National Government.

3.) Avoid a private lifestyle that causes public doubt upon the integrity and competence of the County Government.

4.) Make a conscientious effort to be well prepared for each meeting.

5.) Recognizing the dignity of each individual, the Board shall attempt to avoid offering public criticism of colleagues or County employees.

6.) Work to create a positive environment in public meetings where citizens will feel comfortable in their roles as observers or participants.

7.) Maintain an attitude of courtesy and consideration toward all colleagues and staff during all discussions and deliberations.

8.) Be tolerant. Allow citizens, employees or colleague's sufficient opportunity to present their views.

9.) Be respectful and attentive. Avoid comments, body language or distracting activity that conveys a message of disrespect for the presentations from citizens, personnel, or colleagues.

10.) Be concise. Avoid the practice of taking more time to address an issue before the body than is necessary and essential for an adequate consideration of those matters being discussed.

11.) Provide appropriate mechanisms for disciplining members who violate the code of ethics and standards of conduct by using, as a final measure of discipline, censure or removal from the position.

12.) Board members will follow the procedure of communicating directly with the County Administrator and/or the Chairman of the Board on all County matters.

CITIZENS AND MEDIA CONTACTS

1.) In responding to questions, from the media or citizens, Board members should:

- a.) Remind the listener that they are not speaking for the entire Board;
- b.) Clarify their position on a particular item;
- c.) Make “no public comment” on closed session matters in reference to individuals, real estate, and other areas addressed pursuant to Section 2.2-3711 of the Code of Virginia.

2.) Each Board member must remember that personnel matters are to remain confidential and that it is the obligation of the Board and its membership to protect the privacy of the individual.

3.) The Board will focus on issues and avoid making public comments about individuals, staff members, fellow Board members, community residents or media representatives. The Board Chairman should be the main contact for County matters. When requested to do any interview, the Board member asked, should contact the Chairman and the County Administrator to tell them of the nature of the interview. In turn, they will tell the other Board members of the circumstances of the interview. This procedure does not preclude any member from responding to individual questions from the media.

Cumberland County Board of Supervisors		
Calendar Year 2026 Board and Commission Assignments		
Board / Commission	Board Representative	Staff/Citizen Representative
Commonwealth Regional Council	Mr. Newman/Mrs. Tyree	Derek Stamey
Community Policy Management Team		Tiana Branch
Crossroads Community Services	Mr. Saunders	
Farmville Area Chamber of Commerce	Mr. Stimpson	
Heartland Authority	Mr. Newman	
Economic Development Authority	Mr. Hamlet/Mr. Newman	Derek Stamey
Piedmont Court Services	Mr. Saunders	Sheriff Darrell Hodges
Piedmont Regional Jail Authority	Mr. Saunders	Derek Stamey
Piedmont Juvenile Detention Center Board	Mr. Saunders	Derek Stamey
Piedmont Senior Resources	Mr. Stimpson	Derek Stamey
Planning Commission	Mr. Stimpson	Stephany Johnson
Social Services Board	Mrs. Tyree	Jerry Seal
STEPS	Mr. Stimpson	Derek Stamey
Workforce Development Board	Mrs. Tyree	Derek Stamey

Community Policy Management: As set forth in VA Code § 2.2-5206, The Children’s Services Act (CSA) requires that each local government establish a Community Policy and Management Team (CPMT). The CPMT manages and approves expenditures brought to them by Family Assessment and Planning Team (FAPT). They institute local policy and confirm state policies are followed. CPMT ensures eligible at-risk youth receive access to appropriate services. FAPT assesses at-risk children and families referred by local agencies for mental health treatment and other related services that provide assistance to children and families facing a mental health crisis, or other challenges, that requires assistance beyond what can be provided by private insurance or assistance through other agencies. The FAPT develops an individualized family service plan and provides the CPMT with a funding request designed to meet the need for services. The Children’s Services Act Program Coordinator assists both teams in carrying out the day-to-day implementation of the CSA program. CPMT members are typically agency Directors and FAPT members are often Supervisors. Both Teams are made up of members of Cumberland Social Services, Cumberland Schools, Piedmont Health Department, Crossroads Community Services Board, The 10th District Court Services Unit, a Private Provider and a Parent Representative. (Meets at 1:30PM on the third Monday of every other month)

Crossroads Community Services: Crossroads Community Services Board was organized in 1973 as a cooperative venture among the counties of Amelia, Buckingham, Charlotte, Cumberland, Lunenburg, Nottoway, and Prince Edward. The Services Board, the governing body over the agency's programs, consists of representatives appointed by the Board of Supervisors in each of the counties and includes elected officials, individuals receiving services, family and community members. The focus of the Crossroads Community Services Board is to prevent and treat the occurrence of mental illness, intellectual disabilities, substance use and co-occurring disorders and to enhance the functioning of individuals and families who experience these conditions.

The major efforts of Crossroads are directed toward the transformation into a true community-based system of care. Funding which supports the service delivery system comes from a variety of sources: state, local and federal governments, and fees for service (over 75% of revenue). (Meets on the 4th Tuesday of the month, committee meetings at 6PM, regular board meetings at 7PM-At the Farmville Crossroads Location; No regular meeting in December)

Farmville Area Chamber of Commerce: The County provides the Farmville Area Chamber of Commerce with information about the county for distribution (Meets on the 2nd Monday of each month at 11:45AM at the Community Center of The Woodland; Do not meet in July, August, or December)

Heartland Authority: Regional Economic Development group – Connected to Virginia’s Growth Alliance (Typically held on the 4th Tuesday at either 2 or 3PM and held quarterly (January, April, July, October); Held at Heartland Business Park, 200 Heartland Road, Keysville, VA)

Piedmont Court Services: Sheriff Hodges represents Cumberland County on this Board (Meets twice a year on a Wednesday at 6PM: location varies and goes to different counties)

Piedmont Regional Jail Authority: Comprised of six Counties, Cumberland, Buckingham, Amelia, Prince Edward, Nottoway, and Lunenburg. Each County provides three voting members, the Sheriff, the County Administrator, and one Supervisor. This Authority oversees the operation of the Piedmont Regional Jail and approves all expenditures. The Authority meets once a month in Farmville. (Meets on the 3rd Wednesday of the month at 1PM: -location at the Farmville Train Station)

Piedmont Juvenile Detention Center Board: This Board is a part of the Regional Jail Authority, but only the County Administrators sit on this Board. (meets on the 3rd Wednesday of every month at 11:30AM)

Planning Commission: The Planning Commission is a seven-member body, appointed by the Board of Supervisors, responsible for the review of land use and zoning matters for Cumberland County. The Planning Commission reviews applications submitted for changes to zoning districts, conditional use permits, zoning ordinance and plan amendments, and other land use and zoning matters. The Commission makes a recommendation on each item to the Board of Supervisors, who then makes the final determination on the recommended items during one of their regular meetings. (Meets the 4th Monday of the month at 6:30PM in the Circuit Courtroom and has 4 workshops a year at 6:30PM in the Board meeting Room)

Economic Development Authority: The Authority shall be governed by, and exercise the powers granted by, the provisions of the “Economic Development and Revenue Bond Act”, Title 15.2 of the Code of Virginia, as amended and as may hereafter be amended, subject to the provisions of that certain Ordinance creating the Authority adopted by the Board of Supervisors of Cumberland County, Virginia. The Authority shall be governed by a Board of Directors in which all powers of the Authority shall be vested, and which Board shall be composed of seven directors, appointed by the Board of Supervisors of Cumberland County, Virginia. (Meets on the 4th Tuesday of every other month at 9AM: Regular meetings are held in the Circuit Courtroom, workshops are typically held in the Board meeting Room)

Social Services Board: Virginia law mandates a Local Department of Social Services in every political subdivision of the state and specifies the duties and responsibilities of the Local Board. As a board member, you will learn about programs such as Medical Assistance, the Supplemental Nutrition Assistance Program (SNAP), Temporary Assistance for Needy Families, (TANF), Energy Assistance, Child and Adult Protective Services, Foster Care, Adoption, Child Care Subsidy, and countless partnerships and initiatives designed to embrace, educate, and empower our citizens and neighbors. Cumberland Department of Social Services strives to provide excellent services to individuals, families, and the community in a respectful manner, by encouraging self-sufficiency, striving to preserve and restore families and protecting the wellbeing of children, the elderly and disabled. (Held on the 4th Tuesday of each month at 9AM; located at Cumberland Social Services)

Water and Sewer Advisory Board: The Committee shall serve as the advisory body for the Board of Supervisors; the Committee shall suggest policies, and deal with concerns related to all aspects of public water and sewer with Cumberland County. (meets as needed). Has not met in several years.



Cumberland County Board of Supervisors 2026 Meeting Schedule

Second Tuesday of each month at 7:00 p.m.,

Circuit Courtroom of the Cumberland Courthouse unless otherwise noted

January 13, 2026

***January 27, 2026 (6:30 p.m.)**

February 10, 2026

***February 17, 2026 (10:00 a.m.)**

***February 19, 2026 (10:00 a.m.)**

***March 3, 2026 (6:30 p.m.)**

March 10, 2026

****April 07, 2026**

April 14, 2026

*****April 21, 2026**

May 12, 2026

June 09, 2026

July 14, 2026

August 11, 2026

September 08, 2026

October 13, 2026

November 10, 2026

December 08, 2026

January 12, 2027

***Budget Workshops (Located in Administration Conference Room)**

****Budget Public Hearing**

*****Adoption of Fiscal Year Budget, Tax Rates and CIP**

Adopted January 13, 2026



Cumberland County Board of Supervisors 2026 Inclement Weather Meeting Schedule

ONLY in event of reschedule, the Board will meet on the third Monday of each month in the Circuit Courtroom of the Cumberland Courthouse unless otherwise noted

January 13, 2026, *January 19, 2026*

***January 27, 2026 (6:30 p.m.)**

February 10, 2026, *February 16, 2026*

***February 17, 2026 (10:00 a.m.)**

***February 19, 2026 (10:00 a.m.)**

***March 3, 2026 (6:30 p.m.)**

March 10, 2026, *March 16, 2026*

****April 07, 2026**

April 14, 2026, *April 20, 2026*

*****April 21, 2026**

May 12, 2026, *May 18, 2026*

June 09, 2026, *June 15, 2026*

July 14, 2026, *July 20, 2026*

August 11, 2026, *August 17, 2026*

September 08, 2026, *September 21, 2026*

October 13, 2026, *October 19, 2026*

November 10, 2026, *November 16, 2026*

December 08, 2026, *December 21, 2026*

January 12, 2027, *January 18, 2026*

***Budget Workshops (Located in Administration Conference Room)**

****Budget Public Hearing**

*****Adoption of Fiscal Year Budget, Tax Rates and CIP**

Dates in italics are alternate Board meeting dates pursuant to 15.2-1416.

Adopted January 13, 2026

**CUMBERLAND COUNTY
POLICY FOR PARTICIPATION
IN A PUBLIC MEETING THROUGH
ELECTRONIC COMMUNICATION**

- A. A member of the Cumberland County Board of Supervisors (also known as “Board”) may participate in a public meeting, both in open session and in closed session, through electronic communication from a remote location, not open to the public, on the following terms and conditions:
- a. Temporary or permanent disability or other medical condition.
 - i. The Board member requesting to participate in the meeting through electronic communication must:
 - 1. Notify the Board Chairman, in advance of the meeting, that he or she will be unable to attend the meeting due to a temporary or permanent disability or other medical condition that prevents the Board’s physical attendance at the meeting.
 - ii. The Board must:
 - 1. Record in its minutes the fact that the Board member is absent due to a disability or a medical condition; and
 - 2. Record in its minutes the remote location from which the member participated, which can be identified by a general description.
 - b. A medical condition of a Board member’s family that requires the Board member to provide care and prevents the Board member’s physical attendance.
 - i. The Board requesting to participate in the meeting through electronic communication must:
 - 1. Notify the Board Chairman, in advance of the meeting, that he or she will be unable to attend the meeting due to a family member’s medical condition that requires the Board member to provide care for such family member.
 - ii. The Board must:
 - 1. Record in its minutes the fact that the Board member is absent due to a family member’s medical condition that required the Board member to provide care for such family member; and
 - 2. Record in its minutes the remote location from which the member participated, which can be identified by a general description.
 - c. The Board member’s principal residence is more than Sixty (60) miles from the meeting location identified in the required notice for such meeting.
 - i. The Board member requesting to participate in the meeting through electronic communication must:
 - 1. Notify the Board Chairman, in advance of the meeting, that he or she will be unable to attend the meeting due to the meeting

location listed in the required meeting notice being more than sixty (60) miles from his or her primary residence.

- ii. The Board must:
 - 1. Record in its minutes the fact that the Board member is absent due to the distance between the members principal residence and the meeting location; and
 - 2. Record in its minutes the remote location from which the member participated, which can be identified by a general description.

d. Emergency or personal matter.

- i. The Board member requesting to participate in the meeting through electronic communication must:
 - 1. Notify the Board Chairman, in advance of the meeting, that he or she will be unable to attend the meeting due to an emergency or personal matter; and
 - 2. Specify to the Chairman the nature of the emergency or personal matter.

- ii. The Board must:
 - 1. Record in its minutes the specific nature of the Board member's emergency or personal matter; and
 - 2. Record in its minutes the remote location from which the member participated, which can be identified by a general description.

- iii. Participation in a public meeting through electronic communication by a Board member due to an emergency or personal matter will be limited each calendar year to two meetings or 25 percent of the total meetings held per calendar year rounded up to the next whole number, whichever is greater.

B. Electronic participation by a Board member as provided in Section A above shall be allowed only when all of the following conditions are met:

- a. A quorum of the Board is assembled pursuant to Virginia Code Section 2.2-3708.3; and
- b. The Board has made arrangements for the voice of the remote Board member to be heard by all persons at the meeting location; and
- c. Following confirmation from the Board Chairman (or the Vice Chairman if the Chairman is making the request) that he or she has received notification as required in Section A, a majority of the Board who are present and voting approve the motion to allow the requesting Board member to participate in the meeting through electronic communication from a remote location not open to the public. If the participation by the Board member by electronic communication is not approved because such participation would violate this Policy, such denial shall be recorded in the minutes with specificity. In deciding whether to approve a Board member's request to participate in a public meeting through electronic communication from a remote location, the Board shall not consider the identity

of the Board member making the request or the matters that will be considered or voted on at the meeting.

Julie A. Phillips, MCR
Commissioner of the Revenue



Ellen Z. Bryant, MDCR
Chief Deputy

Cumberland County

Office of the Commissioner of the Revenue
P.O. Box 77 ~ Cumberland, Virginia 23040
804.492.4280 ~ Fax: 804.492.3342

TO: Board of Supervisors
RE: 2025 Annual Business License Report
January 1, 2025 – December 31, 2025

Total Number of Business Licenses Issued: 695
Total Amount of License Fees Collected in 2025: \$125,773.91

I do solemnly swear in making out this report, I have to the best of my knowledge and ability complied with the law prescribing the duties of a Business License Inspector.

Given under my hand, this 9th day of January 2026.

Ellen Z. Bryant, MDCR
Chief Deputy Commissioner

Julie A. Phillips
Master Commissioner of the Revenue



DATE: January 13, 2026

TO: Cumberland County Board of Supervisors
Mr. Derek Stamey, County Administrator

FROM: Jennifer Crews, Assistant County Administrator for
Finance and Administration

RE: Monthly Budget Reports for December 2025

Summary of Information

The year-to-date budget reports for revenues and expenditures are presented on the following pages.

Board Action Requested

No Board action requested, for information only.

** GENERAL FUND REVENUES**

Monthly Financial Report To Council For December 2025

	Estimated 2025/2026 Budget to Date	Actual 2025/2026 Budget to Date	(Over) or Under Budget to Date
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Revenue			
Balance Forward		11,797,322.09	
Fund Revenue	55,575,151.89	27,497,627.47	28,077,524.42
Total Revenue	55,575,151.89	39,294,949.56	16,280,202.33
Expenditures			
* Board of Supervisors *	54,540.00	30,619.51	23,920.49
* County Administrator *	296,979.00	150,941.72	146,037.28
* Legal Services *	57,550.00	80,539.31	(22,989.31)
* Independent Auditor *	103,000.00	30,378.50	72,621.50
* Commissioner of Revenue *	336,593.00	141,146.62	195,446.38
* Equalization Board *	1,100.00		1,100.00
* Treasurer *	431,420.00	222,548.13	208,871.87
* Accounting *	254,670.00	136,422.98	118,247.02
* Data Processing *	389,202.00	167,308.56	221,893.44
* Electoral Board *	35,552.00	15,088.84	20,463.16
* Registrar *	159,058.00	73,083.06	85,974.94
* Circuit Court *	18,690.00	19,186.60	(496.60)
* General District Court *	6,525.00	3,047.23	3,477.77
* Magistrate *	1,080.00	226.44	853.56
* Clerk of Circuit Court *	404,241.00	229,853.31	174,387.69
* Law Library *	1,200.00	1,104.36	95.64
* Victim and Witness Assistance *	74,058.00	30,883.71	43,174.29
* Commonwealth's Attorney *	292,409.00	144,767.34	147,641.66
* Sheriff *	2,370,966.00	1,181,203.82	1,189,762.18
* School Resource Officer *	213,655.00	51,506.47	162,148.53
* E911 *	116,750.00	142,654.62	(25,904.62)
* Forestry Service *	8,804.00	8,433.99	370.01
* CUMBERLAND FIRE & EMS *	1,613,353.25	717,835.18	895,518.07
* Probation Office *	1,200.00		1,200.00
* Correction & Detention *	489,000.00	251,667.98	237,332.02
* Building Inspections *	196,047.00	99,065.99	96,981.01
* Animal Control *	246,484.00	125,409.62	121,074.38
* Medical Examiner *	200.00	40.00	160.00
		1,315.06	(1,315.06)
* Refuse Disposal *	1,089,119.00	549,583.87	539,535.13
* General Properties *	1,181,463.00	631,254.34	550,208.66
* Supplement of Local Health Dept *	133,379.00	62,836.81	70,542.19
* Piedmont Senior Resources *	12,770.00	6,385.00	6,385.00
* Chapter 10 Board - Crossroads *	46,334.00	23,167.00	23,167.00
* Free Clinic of Powhatan *	10,000.00	10,000.00	
* Heart of Virginia Free Clinic *	2,000.00		2,000.00
* CSA Management *	22,130.00	10,418.20	11,711.80
* Community Colleges *	10,375.00	4,530.00	5,845.00
* Recreation *	152,441.00	76,033.85	76,407.15
Cumberland Youth Athletic Assoc.	8,000.00		8,000.00
* Local Library *	178,463.00	89,231.50	89,231.50
* Planning Commission *	11,607.00	1,415.56	10,191.44

** GENERAL FUND REVENUES**

Monthly Financial Report To Council For December 2025

	Estimated 2025/2026 Budget to Date	Actual 2025/2026 Budget to Date	(Over) or Under Budget to Date
	-----	-----	-----
Expenditures			
* Planning/Zoning Dept. *	109,113.00	55,436.07	53,676.93
* Community & Economic Developmnt *	1,000.00	250.00	750.00
* Board of Zoning Appeals *	1,270.00	1,423.95	(153.95)
Steps	31,745.00	25,495.00	6,250.00
Commonwealth Regional Council	19,000.00	19,000.00	
VA Heartland Regional Econ. Dev.	25,000.00	25,000.00	
Piedmont Area Veterans Council	10,000.00	5,000.00	5,000.00
* Farmville Area Chamber of Commerc	1,500.00	1,500.00	
* Longwood Small Bus. Dev. Ctr. *	3,000.00	3,000.00	
Piedmont Habitat for Humanity	5,000.00	5,000.00	
*Southside VA Alcohol Safety -VASAP	5,000.00	5,000.00	
SCAN	5,000.00	5,000.00	
Peter Francisco SWD	15,000.00	7,500.00	7,500.00
* Extension Agents *	67,928.00	17,233.22	50,694.78
* NONDEPARTMENTAL *	20,500.00	5,639.56	14,860.44
TRANSFERS	10,737,778.62	4,503,012.91	6,234,765.71
COMMONWEALTH'S ATTORNEY	10,000.00		10,000.00
SHERIFF	20,000.00	2,019.00	17,981.00
* Administration *	2,610,198.00	949,852.51	1,660,345.49
	24,429,883.02	10,485,161.93	13,944,721.09
	1,491,734.00	603,059.31	888,674.69
* SEWER *	499,167.00	201,662.00	297,505.00
* COURTHOUSE *		247.30	(247.30)
* COMMUNICATIONS PROJECT *		41,917.00	(41,917.00)
* Elementary School-Truist Loan *	57,959.00	46,753.15	11,205.85
* High/Middle School - VPSA Loan *	788,499.00	750,392.58	38,106.42
* HS/MS-VPSA LOAN #2 *	1,596,318.00	1,449,617.50	146,700.50
* PUBLIC FACILITY BOND 2020 *	362,065.00	181,072.43	180,992.57
* Communications Equipment Loan *	130,295.00	102,218.55	28,076.45
	675,671.00	369,410.52	306,260.48
* SEWER FUND - Enterprise Fund *	374,217.00	200,384.37	173,832.63
* WATER FUND - ENTERPRISE FUND *	243,749.00	130,629.17	113,119.83
BROADBAND		37,970.54	(37,970.54)
COMMUNITY CENTER PURCHASE	163,155.00	122,337.56	40,817.44
SHELL BUILDING	4,000.00	1,200.00	2,800.00
	28,000.00	12,210.24	15,789.76
Total Expenditure	55,575,151.89	25,893,741.45	29,681,410.44
Total Revenues			
Less Total Expenditures		13,401,208.11	(13,401,208.11)

ACCT#	DESCRIPTION	BUDGET AMOUNT	APPR. AMOUNT	CURRENT AMOUNT	Y-T-D AMOUNT	BALANCE UNCOLLECTED	%
FUND #-100 ** GENERAL FUND REVENUES**							
1101	** Real Estate Taxes **	7,536,212.00	7,536,212.00	120,156.94	3,447,602.57	4,088,409.43	54.25
1102	** Real/Personal Public Service *	835,000.00	835,000.00	2,510.60	414,601.96	420,398.04	50.34
1103	** Personal Property Taxes *	3,688,509.00	3,688,509.00	161,251.70	2,802,037.06	886,471.94	24.03
1104	** Machinery & Tools *	191,000.00	191,000.00	1,946.50	158,396.23	32,603.77	17.07
1106	** Penalties & Interest *	334,000.00	334,000.00	34,737.56	155,332.37	178,667.63	53.49
1201	** Local Sales & Use Taxes *	832,000.00	832,000.00	69,924.96	425,545.28	406,454.72	48.85
1202	** Consumer Utility Taxes *	192,700.00	192,700.00	27,187.50	94,119.99	98,580.01	51.15
1203	** Business License Taxes *	155,000.00	155,000.00	5,261.28	36,904.80	118,095.20	76.19
1204	** Franchise License Taxes *	21,000.00	21,000.00	.00	.00	21,000.00	100.00
1205	** Motor Vehicle License Tax *	255,186.00	255,186.00	13,937.27	201,799.22	53,393.78	20.92
1207	** Taxes On Recordation & Wills *	129,250.00	129,250.00	14,413.27	79,547.44	49,702.56	38.45
1301	** Animal Licenses *	3,500.00	3,500.00	400.00	794.00	2,706.00	77.31
1303	** Permits & Other Licenses *	158,225.00	158,225.00	20,288.02	101,274.97	56,950.03	35.99
1401	** Court Fines & Forfeitures *	95,000.00	95,000.00	6,988.40	22,316.94	72,683.06	76.50
1501	** Revenue From Use Of Money *	455,000.00	455,000.00	.00	185,653.53	269,346.47	59.19
1502	** Revenue From Use Of Property *	12,900.00	12,900.00	1.00	1,361.00	11,539.00	89.44
1601	** Court Costs *	49,610.00	49,610.00	3,740.08	20,955.20	28,654.80	57.76
1602	** Commonwealth's Attorney Fees *	1,200.00	1,200.00	70.31	522.46	677.54	56.46
1604	** Charges For Fire & Rescue Service	350,000.00	350,000.00	45,023.48	206,536.12	143,463.88	40.98
1606	** Charges For Other Protection *	1,000.00	1,000.00	50.00	200.00	800.00	80.00
1608	** Charges Sanitation & Removal *	2,000.00	2,000.00	52.00	962.00	1,038.00	51.90
1612	** REC DEPT - ADULT LEAGUE FEES *	1,000.00	1,000.00	.00	1,215.00	215.00-	
1613	** Charges For Parks & Recreation *	16,500.00	16,500.00	152.01	1,794.41	14,705.59	89.12
1616	** Charges For Planning / Com Dev *	24,800.00	24,800.00	1,505.00	18,205.00	6,595.00	26.59
1899	** Miscellaneous *	2,105,003.00	3,120,444.87	20,760.97	1,241,370.24	1,879,074.63	60.21
1902	** Recovered Costs *	340,000.00	340,000.00	11,760.00	334,738.55	5,261.45	1.54
2101	** Service Charges *	69,000.00	69,000.00	.00	59,324.77	9,675.23	14.02
2201	**NON-CATEGORICAL AID**	1,188,702.00	1,188,702.00	20,736.74	849,379.50	339,322.50	28.54
2301	** Commonwealth Attorney *	232,406.00	232,406.00	18,593.22	113,263.50	119,142.50	51.26
2302	** Sheriff *	897,211.00	897,211.00	75,688.16	451,036.47	446,174.53	49.72
2303	** Commissioner Of Revenue *	137,516.00	137,516.00	11,354.38	68,997.35	68,518.65	49.82
2304	** Treasurer *	143,634.00	143,634.00	12,232.57	74,266.92	69,347.08	48.28
2306	** Registrar/Electoral Boards *	61,838.00	61,838.00	.00	.00	61,838.00	100.00
2307	** Clerk Of The Circuit Court *	286,653.00	286,653.00	26,902.75	152,836.79	133,816.21	46.68
2308	** DMV License Agent *	32,000.00	32,000.00	2,232.69	18,221.91	13,778.09	43.05
2404	**GRANT FUNDS**	71,229.00	71,229.00	16,691.86	65,305.89	5,923.11	8.31
3301	**GRANT FUNDS**	169,016.00	169,016.00	15,941.27	43,517.19	125,498.81	74.25
--FUND TOTAL--		21,074,800.00	22,090,241.87	762,435.49	11,850,149.63	10,240,092.24	46.35
FUND #-150 * Asset Forfeiture Revenue *							
1501	INTEREST-STATE	.00	.00	.00	9.08	9.08-	100.00-
2402	ASSET FORFEITURE REVENUE (STATE)	30,000.00	30,000.00	337.87	421.01	29,578.99	98.59
--FUND TOTAL--		30,000.00	30,000.00	337.87	430.09	29,569.91	98.56

ACCT#	DESCRIPTION	BUDGET AMOUNT	APPR. AMOUNT	CURRENT AMOUNT	Y-T-D AMOUNT	BALANCE	UNCOLLECTED	%
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FUND # -201 ** SOCIAL SERVICES FUND (REVENUE)**

1899	Miscellaneous Revenue *	.00	.00	.00	2,627.42	2,627.42	100.00	100.00
2401	Welfare *	891,799.00	891,799.00	46,367.34	300,396.36	591,402.64	66.31	66.31
3305	Social Services *	1,165,666.00	1,165,666.00	81,673.30	513,984.64	651,681.36	55.90	55.90
4105	Fund Transfers *	552,733.00	552,733.00	.00	106,775.71	445,957.29	80.68	80.68
	--FUND TOTAL--	2,610,198.00	2,610,198.00	128,040.64	923,784.13	1,686,413.87	64.60	64.60

FUND # -205 ** SCHOOL FUND (REVENUES) **

1803	Expenditure Refunds *	.00	.00	311.45	218,470.49	218,470.49	100.00	100.00
1899	Miscellaneous Revenue *	322,132.00	322,132.00	520.00	16,149.80	305,982.20	94.98	94.98
2402	State Education *	14,555,592.00	14,576,610.40	1,141,774.99	6,535,911.39	8,040,699.01	55.16	55.16
2403	State Education *	.00	48,750.00	33,669.33	152,016.02	103,266.02	211.82	211.82
2404	State Education *	.00	204,500.00	.00	166,639.00	37,861.00	18.51	18.51
3302	Education *	2,395,260.00	2,842,156.00	326,760.67	1,439,851.97	1,402,704.03	49.34	49.34
4105	Fund Transfers *	5,721,541.00	6,435,334.62	.00	1,630,108.99	4,805,225.63	74.66	74.66
	--FUND TOTAL--	22,994,525.00	24,429,883.02	1,503,036.44	10,159,147.66	14,270,735.36	58.41	58.41

FUND # -207 ** GOVERNOR'S SCHOOL REVENUE **

1501	INTEREST ON BANK DEPOSITS **	.00	.00	.00	6,478.77	6,478.77	100.00	100.00
1899	MISC REVENUE **	160,000.00	160,000.00	14,154.00	18,255.00	141,745.00	88.59	88.59
1901	LOCAL CONTRIBUTIONS **	425,000.00	425,000.00	.00	404,380.00	20,620.00	4.85	4.85
2404	STATE FUNDS **	906,734.00	906,734.00	81,718.58	490,311.48	416,422.52	45.92	45.92
	--FUND TOTAL--	1,491,734.00	1,491,734.00	95,872.58	919,425.25	572,308.75	38.36	38.36

FUND # -302 ** CAPITAL PROJECTS FUND REVENUE **

1501	Interest On Bank Deposits *	.00	.00	.00	3,287.52	3,287.52	100.00	100.00
3302	NFWF GRANT	.00	201,662.00	.00	201,662.00	.00	.00	.00
4105	Fund Transfers *	.00	297,505.00	.00	.00	297,505.00	100.00	100.00
	--FUND TOTAL--	.00	499,167.00	.00	204,949.52	294,217.48	58.94	58.94

FUND # -401 * Debt Service Fund Revenues *

4105	Transfers **	2,935,136.00	2,935,136.00	.00	2,529,129.21	406,006.79	13.83	13.83
	--FUND TOTAL--	2,935,136.00	2,935,136.00	.00	2,529,129.21	406,006.79	13.83	13.83

FUND # -500 **CSA FUND REVENUE**

2404	REVENUE FROM STATE*	455,600.00	455,600.00	66,028.71	401,567.54	54,032.46	11.85	11.85
4105	TRANSFERS*	220,071.00	220,071.00	.00	.00	220,071.00	100.00	100.00
	--FUND TOTAL--	675,671.00	675,671.00	66,028.71	401,567.54	274,103.46	40.56	40.56

ACCT#	DESCRIPTION	BUDGET AMOUNT	APPR. AMOUNT	CURRENT AMOUNT	Y-T-D AMOUNT	BALANCE UNCOLLECTED	%
FUND #-501 **UTILITY FUND REVENUE**							
1501	**INTEREST REVENUE**	.00	.00	.00	116.77	116.77-	100.00-
1619	**CHARGES & FEES**	414,470.00	414,470.00	34,072.28	222,341.65	192,128.35	46.35
1620	SEWER LATE PAYMENT PENALTY	8,896.00	8,896.00	844.66	4,561.85	4,334.15	48.72
1630	**ADMIN FEES/CHARGES**	16,921.00	16,921.00	1,365.00	8,172.50	8,748.50	51.70
1803	MISCELLANEOUS	1,500.00	1,500.00	115.80	1,327.60	172.40	11.49
4105	**TRANSFERS**	176,179.00	176,179.00	.00	116,179.00	60,000.00	34.05
	-- FUND TOTAL--	617,966.00	617,966.00	36,397.74	352,699.37	265,266.63	42.92
FUND #-515 *SEWER RESERVE FUND REVENUE*							
1501	INTEREST SEWER RESERVE	.00	.00	.00	2,491.46	2,491.46-	100.00-
	-- FUND TOTAL--	.00	.00	.00	2,491.46	2,491.46-	100.00-
FUND #-540 *WATER RESERVE FUND REVENUE*							
1501	INTEREST WATER RESERVE	.00	.00	.00	363.50	363.50-	100.00-
	-- FUND TOTAL--	.00	.00	.00	363.50	363.50-	100.00-
FUND #-545 **WATERLINE EXT DSR REVENUE**							
1501	INTEREST	.00	.00	.00	622.90	622.90-	100.00-
	-- FUND TOTAL--	.00	.00	.00	622.90	622.90-	100.00-
FUND #-570 **ARP Fund Revenue**							
1501	*INTEREST*	.00	.00	.00	3,429.29	3,429.29-	100.00-
	-- FUND TOTAL--	.00	.00	.00	3,429.29	3,429.29-	100.00-
FUND #-580 * IPR REVENUE *							
1501	INTEREST REVENUE	.00	.00	.00	29.99	29.99-	100.00-
	-- FUND TOTAL--	.00	.00	.00	29.99	29.99-	100.00-
FUND #-715 ** EDA FUND REVENUE **							
1899	Rent of General Property	46,335.00	46,335.00	3,200.00	24,306.25	22,028.75	47.54
4105	Transfer from General Fund	120,820.00	120,820.00	.00	120,820.00	.00	.00
	-- FUND TOTAL--	167,155.00	167,155.00	3,200.00	145,126.25	22,028.75	13.17

1/06/2026

GL0600A

CUMBERLAND CO

PAGE 5

TIME 17:00

REVENUE SUMMARY
7/01/2025 - 1/08/2026

ACCT#	DESCRIPTION	BUDGET AMOUNT	APPR. AMOUNT	CURRENT AMOUNT	Y-T-D AMOUNT	BALANCE	UNCOLLECTED	%
FUND #-733 ** SPECIAL WELFARE FUND REVENUE **								
1899	* Miscellaneous Revenue *	28,000.00	28,000.00	2,475.00	4,281.68	23,718.32	84.70	
	--FUND TOTAL--	28,000.00	28,000.00	2,475.00	4,281.68	23,718.32	84.70	
	--FINAL TOTAL--	52,625,185.00	55,575,151.89	2,597,824.47	27,497,627.47	28,077,524.42	50.52	

FUND # -100 ** General Fund **

ACCT#	DESCRIPTION	BUDGET AMOUNT	APPR. AMOUNT	CURRENT AMOUNT	Y-T-D AMOUNT	ENCUMBRANCE AMOUNT	UNENCUMBERED BALANCE	REMAINING %
11010	* Board of Supervisors *	54,540.00	54,540.00	4,920.59	30,619.51	.00	23,920.49	43.85
12100	* County Administrator *	296,979.00	296,979.00	24,349.96	150,491.72	.00	146,037.28	49.17
12210	* Legal Services *	57,550.00	57,550.00	4,643.75	80,539.31	.00	22,989.31-	39.94-
12240	* Independent Auditor *	103,000.00	103,000.00	4,500.00	30,378.50	.00	72,621.50	70.50
12310	* Commissioner of Revenue *	336,593.00	336,593.00	17,625.99	141,146.62	.00	195,446.38	58.06
12330	* Equalization Board *	1,100.00	1,100.00	.00	.00	.00	1,100.00	100.00
12410	* Treasurer *	431,420.00	431,420.00	45,701.44	222,548.13	.00	208,871.87	48.41
12430	* Accounting *	254,670.00	254,670.00	19,432.35	136,422.98	.00	118,247.02	46.43
12510	* Data Processing *	389,202.00	389,202.00	18,139.56	167,308.56	.00	221,893.44	57.01
13100	* Electoral Board *	35,552.00	35,552.00	567.84	15,088.84	.00	20,463.16	57.55
13200	* Registrar *	159,058.00	159,058.00	11,026.78	73,083.06	.00	85,974.94	54.05
21100	* Circuit Court *	18,690.00	18,690.00	88.90	19,186.60	.00	496.60-	2.65-
21200	* General District Court *	6,525.00	6,525.00	419.34	3,047.23	.00	3,477.77	53.29
21300	* Magistrate *	1,080.00	1,080.00	49.55	226.44	.00	853.56	79.03
21600	* Clerk of Circuit Court *	404,241.00	404,241.00	39,427.22	229,853.31	.00	174,387.69	43.13
21800	* Law Library *	1,200.00	1,200.00	.00	1,104.36	.00	95.64	7.97
21910	* Victim and Witness Assistance *	74,058.00	74,058.00	4,982.39	30,883.71	.00	43,174.29	58.29
22100	* Commonwealth's Attorney *	292,409.00	292,409.00	24,024.12	144,767.34	.00	147,641.66	50.49
31200	* Sheriff *	2,370,966.00	2,370,966.00	203,286.59	1,181,203.82	.00	1,189,762.18	50.18
31250	* School Resource Officer *	213,655.00	213,655.00	9,304.37	51,506.47	.00	162,148.53	75.89
31400	* E911 *	116,750.00	116,750.00	15,567.80	142,654.62	.00	25,904.62-	22.18-
32400	* Forestry Service *	8,804.00	8,804.00	.00	8,433.99	.00	370.01	4.20
32500	* CUMBERLAND FIRE & EMS *	1,609,210.00	1,613,353.25	120,833.37	717,835.18	.00	895,518.07	55.50
33300	* Probation Office *	1,200.00	1,200.00	.00	.00	.00	1,200.00	100.00
33400	* Correction & Detention *	489,000.00	489,000.00	44,656.10	251,667.98	.00	237,332.02	48.53
34100	* Building Inspections *	196,047.00	196,047.00	16,752.55	99,065.99	.00	96,981.01	49.46
35100	* Animal Control *	246,484.00	246,484.00	23,256.20	125,409.62	.00	121,074.38	49.12
35300	* Medical Examiner *	200.00	200.00	20.00	40.00	.00	160.00	80.00
42300	* Other Contractual Services *	.00	.00	1,315.06	1,315.06	.00	1,315.06-	100.00-
42400	* Refuse Disposal *	1,089,119.00	1,089,119.00	92,678.01	549,583.87	.00	539,535.13	49.53
43200	* General Properties *	1,181,463.00	1,181,463.00	85,652.25	631,254.34	.00	550,208.66	46.57
51200	* Supplement of Local Health Dept *	133,379.00	133,379.00	.00	62,836.81	.00	70,542.19	52.88
51405	* Piedmont Senior Resources *	12,770.00	12,770.00	.00	6,385.00	.00	6,385.00	50.00
52500	* Chapter 10 Board - Crossroads *	46,334.00	46,334.00	.00	23,167.00	.00	23,167.00	50.00
52600	* Free Clinic of Powhatan *	10,000.00	10,000.00	10,000.00	10,000.00	.00	.00	100.00
52700	* Heart of Virginia Free Clinic *	2,000.00	2,000.00	.00	.00	.00	2,000.00	100.00
61230	* CSA Management *	22,130.00	22,130.00	1,624.02	10,418.20	.00	11,711.80	52.92
68000	* Community Colleges *	10,375.00	10,375.00	.00	4,530.00	.00	5,845.00	56.33
71500	* Recreation *	152,441.00	152,441.00	11,008.83	76,033.85	.00	76,407.15	50.12
72000	* Cumberland Youth Athletic Assoc. *	8,000.00	8,000.00	.00	.00	.00	8,000.00	100.00
73100	* Local Library *	178,463.00	178,463.00	.00	89,231.50	.00	89,231.50	50.00
81100	* Planning Commission *	11,607.00	11,607.00	.00	1,415.56	.00	10,191.44	87.80
81110	* Planning/Zoning Dept. *	109,113.00	109,113.00	9,946.78	55,436.07	.00	53,676.93	49.19
81200	* Community & Economic Development *	1,000.00	1,000.00	.00	250.00	.00	750.00	75.00
81400	* Board of Zoning Appeals *	1,270.00	1,270.00	1,026.30	1,423.95	.00	153.95-	12.12-
81514	*Steps*	31,745.00	31,745.00	.00	25,495.00	.00	6,250.00	19.68
81516	*Commonwealth Regional Council*	19,000.00	19,000.00	.00	19,000.00	.00	.00	100.00

ACCT#	DESCRIPTION	BUDGET AMOUNT	APPR. AMOUNT	CURRENT AMOUNT	Y-T-D AMOUNT	ENCUMBRANCE AMOUNT	UNENCUMBERED BALANCE	% REMAINING
81517	*VA Heartland Regional Econ. Dev.*	25,000.00	25,000.00	.00	25,000.00	.00	.00	.00
81530	*Piedmont Area Veterans Council*	10,000.00	10,000.00	.00	5,000.00	.00	5,000.00	50.00
81535	* Farmville Area Chamber of Commer	1,500.00	1,500.00	.00	1,500.00	.00	.00	.00
81541	* Longwood Small Bus. Dev. Ctr. *	3,000.00	3,000.00	.00	3,000.00	.00	.00	.00
81565	*Piedmont Habitat for Humanity*	5,000.00	5,000.00	.00	5,000.00	.00	.00	.00
81568	*Southside VA Alcohol Safety -VASA	5,000.00	5,000.00	.00	5,000.00	.00	.00	.00
81570	*SCAN*	5,000.00	5,000.00	.00	5,000.00	.00	.00	.00
82401	*Peter Francisco SMD*	15,000.00	15,000.00	.00	7,500.00	.00	7,500.00	50.00
83500	* Extension Agents *	67,928.00	67,928.00	145.77	17,233.22	.00	50,694.78	74.63
90000	* NONDEPARTMENTAL *	20,500.00	20,500.00	596.99	5,639.56	.00	14,860.44	72.48
93100	**TRANSFERS**	9,726,480.00	10,737,778.62	.00	4,503,012.91	.00	6,234,765.71	58.06
	--FUND TOTAL--	21,074,800.00	22,090,241.87	872,570.77	10,205,625.79	.00	11,884,616.08	53.80
FUND #-150 * ASSET FORFEITURE FUND *								
22100	COMMONWEALTH'S ATTORNEY	10,000.00	10,000.00	.00	.00	.00	10,000.00	100.00
31200	SHERIFF	20,000.00	20,000.00	2,019.00	2,019.00	.00	17,981.00	89.90
	--FUND TOTAL--	30,000.00	30,000.00	2,019.00	2,019.00	.00	27,981.00	93.27
FUND #-201 ** SOCIAL SERVICES FUND EXPEND **								
53100	* Administration *	2,610,198.00	2,610,198.00	154,109.02	949,852.51	.00	1,660,345.49	63.60
	--FUND TOTAL--	2,610,198.00	2,610,198.00	154,109.02	949,852.51	.00	1,660,345.49	63.60
FUND #-205 ** SCHOOL FUND EXPENDITURES **								
61100		22,994,525.00	24,429,883.02	1,829,050.71	10,485,161.93	.00	13,944,721.09	57.08
	--FUND TOTAL--	22,994,525.00	24,429,883.02	1,829,050.71	10,485,161.93	.00	13,944,721.09	57.08
FUND #-207 ** GOVERNOR'S SCHOOL EXPENSES **								
61100	GOVERNOR'S SCHOOL EXPENDITURES	1,491,734.00	1,491,734.00	101,835.36	603,059.31	.00	888,674.69	59.57
	--FUND TOTAL--	1,491,734.00	1,491,734.00	101,835.36	603,059.31	.00	888,674.69	59.57
FUND #-302 *Capital Projects*								
94182	* SEWER *	.00	499,167.00	.00	201,662.00	.00	297,505.00	59.60
94400	* COURTHOUSE *	.00	247.30	247.30	247.30	.00	247.30	100.00
94500	* COMMUNICATIONS PROJECT *	.00	.00	37,320.00	41,917.00	.00	41,917.00	100.00
	--FUND TOTAL--	.00	499,167.00	37,567.30	243,826.30	.00	255,340.70	51.15

ACCT#	DESCRIPTION	BUDGET AMOUNT	APPR. AMOUNT	CURRENT AMOUNT	Y-T-D AMOUNT	ENCUMBRANCE AMOUNT	UNENCUMBERED BALANCE	% REMAINING
FUND #-401 *Debt Service*								
67200	* Elementary School - Truist Loan *	57,959.00	57,959.00	.00	46,753.15	.00	11,205.85	19.33
67500	* High/Middle School - VPSA Loan *	788,499.00	788,499.00	.00	750,499.58	.00	38,000.42	4.83
67600	* HS/MS-VPSA LOAN #2 *	1,596,318.00	1,596,318.00	925.00	1,449,617.50	.00	146,700.50	9.18
67700	* PUBLIC FACILITY BOND 2020 *	362,065.00	362,065.00	.00	181,072.43	.00	180,992.57	49.98
69000	* Communications Equipment Loan *	130,295.00	130,295.00	.00	102,218.55	.00	28,076.45	21.54
	-- FUND TOTAL--	2,935,136.00	2,935,136.00	925.00	2,530,054.21	.00	405,081.79	13.80
FUND #-500 **CSA FUND EXPENDITURES**								
53900		675,671.00	675,671.00	53,461.05	369,410.52	.00	306,260.48	45.32
	-- FUND TOTAL--	675,671.00	675,671.00	53,461.05	369,410.52	.00	306,260.48	45.32
FUND #-501 *Water/Sewer*								
94900	* SEWER FUND - Enterprise Fund *	374,217.00	374,217.00	17,644.75	200,384.37	.00	173,832.63	46.45
95900	* WATER FUND - ENTERPRISE FUND *	243,749.00	243,749.00	16,532.28	130,629.17	.00	113,119.83	46.40
	-- FUND TOTAL--	617,966.00	617,966.00	34,177.03	331,013.54	.00	286,952.46	46.43
FUND #-570 **ARP EXPENDITURES**								
65000	**BROADBAND**	.00	.00	.00	37,970.54	.00	37,970.54	100.00
	-- FUND TOTAL--	.00	.00	.00	37,970.54	.00	37,970.54	100.00
FUND #-715 ** EDA FUND EXPENDITURES **								
81610	COMMUNITY CENTER PURCHASE	163,155.00	163,155.00	707.38	122,337.56	.00	40,817.44	25.01
81640	*SHELL BUILDING*	4,000.00	4,000.00	.00	1,200.00	.00	2,800.00	70.00
	-- FUND TOTAL--	167,155.00	167,155.00	707.38	123,537.56	.00	43,617.44	26.09
FUND #-733 ** SPECIAL WELFARE FUND EXPENSES **								
53010		28,000.00	28,000.00	8,115.73	12,210.24	.00	15,789.76	56.39
	-- FUND TOTAL--	28,000.00	28,000.00	8,115.73	12,210.24	.00	15,789.76	56.39
	-- FINAL TOTAL--	52,625,185.00	55,575,151.89	3,094,538.35	25,893,741.45	.00	29,681,410.44	53.40



DATE: January 8, 2026

TO: Cumberland County Board of Supervisors
Derek Stamey, County Administrator

FROM: Jennifer Crews, Assistant County Administrator of
Finance & Administration

RE: Cumberland County Public Schools – Appropriation
Request

Background

Cumberland County Public Schools has requested the board appropriate grant funds awarded to them in the amount of \$10,000.00. The STEM +C Competition Grant must be used to assist the school’s STEM Competition Team. The funds have been received and does not require any additional local funding.

Recommendation

It is my recommendation that the board approves the appropriation request in the amount of \$10,000.00 to Cumberland County Public Schools for purposes as outlined in the grants.



CUMBERLAND COUNTY PUBLIC SCHOOLS

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

Mary M. Shores
Division Superintendent

GINGER SANDERSON
School Board Chairman

LATESHA ANDERSON
School Board Vice-Chairman

YVONNE EARVIN
School Board Member

LEIGH MCCREA
School Board Member

EVERLEANE RANDOLPH
School Board Member

January 8, 2026

TO: Board of Supervisors of Cumberland County

FROM: Mary M. Shores.

SUBJECT: Appropriation for Additional Funding for the 2025-2026 School Year

On behalf of the Cumberland County School Board, we are requesting an appropriation in the amount of **\$10,000.00** to support the following initiatives:

- **\$10,000.00 – STEM +C Competition Grant (State)**

A copy of the award documentation is attached for your review.

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

SCHOOL BOARD

CUMBERLAND COUNTY PUBLIC SCHOOLS

SUBJECT:

Supplemental Appropriations

DATE:

January 8, 2026

Background:

The administration is requesting that the School Board petition the Cumberland County Board of Supervisors for the following supplemental appropriations:

- **\$10,000.00 – STEM +C Competition Grant (State)**

Recommendation:

It is recommended that the Superintendent petition the Cumberland County Board of Supervisors for the following appropriations:

- **\$1\$10,000.00 – STEM +C Competition Grant (State)**

Action:

Approval

Bd01-08-26SA



COMMONWEALTH OF VIRGINIA
DEPARTMENT OF EDUCATION
PO BOX 2120
RICHMOND, VIRGINIA 23218-2120

GRANT AWARD NOTIFICATION

Recipient Information		DOE Information	
1. Contact Information:	Andrew Hoyt Cumberland County Public Schools 1541 Anderson Highway Cumberland, VA ahoyt@cucps.k12.va.us	10. Grant Authority:	Chapter 756, Item 124.U
2. Unique Entity Identifier (UEI):	SJ33A9EBB7P4	11. FAIN and Federal Awarding	N/A
3. Payee Number:	00025	12. Federal/State Award Date:	July 1, 2025
4. Grant Award Title:	STEM+C Competition Grant, Year 1 & 2 (Cumberland ES, MS, and HS)	13. Total Federal/State Award:	\$200,000
5. DOE Contact:	Anne Petersen, Director of STEM Office of STEM 101 N. 14th St. Richmond, VA 23218 Anne.petersen@doe.virginia.gov	14. Fund Source:	General (01000)
6. Grant Award Number:	00025-APE60040-0000000000	15. Project Code:	APE60040
7. Grant Award Type:	New	16. Revenue Source Code:	240326
8. Grant Award Amount:	Original/Previous Award \$10,000 Current Award \$10,000 Total Award November 2025- June 2026	17. Program Service Area:	143004
9. Period of Grant Award:		18. Recipient Type:	Subrecipient
22. Program Specific Instructions:	The project will be funded at the level noted above, contingent upon the availability of funds. The funds must be encumbered by June 1, 2026 and must be used for support and expansion of a STEM Competition Team for activities consistent with the approved proposal. The grant funds will be paid to the grantee by December 30, 2025, via a lump sum payment for use in fiscal year 2026. A report on the use of these funds must be submitted to VDOE by July 19, 2026. Any unexpended funds must be returned to the VDOE by July 30, 2026. Program evaluation must be completed by July 19, 2026. Projects are subject to the attached Special Terms and Conditions, Intellectual Property Section I.		
23. Authorized By:	Michelle Wallace Digitally signed by Michelle Wallace Date: 2025.10.21 08:23:30 -0400'	19. Fiscal Year:	2026
	Christina P. Berta Digitally signed by Christina P. Berta Date: 2025.11.23 15:54:30 -0500'	20. Indirect Cost Rate:	0% Restricted
Michelle Wallace, Assistant Superintendent of Instruction	Christina Berta, COO, Budget, Finance & Operations (or Designee)	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. For Federal grant awards \$30,000 or greater, Attachment B – FFATA Reporting must be completed, signed, and returned to DOE upon request. This award is not for research and development. Indirect cost rates negotiated by DOE on LEA's behalf can be viewed at https://www.doe.virginia.gov/data-policy-funding/school-finance/budget-grants-management
24. Authorized By:	Christina P. Berta	25. Date:	



DATE: January 6, 2026

TO: Cumberland County Board of Supervisors
Derek Stamey, County Administrator

FROM: Jennifer Crews, Assistant County Administrator of
Finance & Administration

RE: Clerk of Circuit Court – Appropriation Request

Background

Cumberland County Circuit Court Clerk, Deidre Martin, is requesting the board appropriate funds to her department in the amount of \$5,193.20. These funds have been requested by the Clerk from the State Compensation Board to reimburse the county for the cost of the department's record management system. This is to cover the cost for one-half of the year.

Recommendation

It is my recommendation that the board approves the appropriation request in the amount of \$5,193.20 to the Circuit Court Clerk's FY '26 budget. This appropriation will reimburse the county for the cost of the system incurred and paid in the first half of FY '26.



Supreme Court of Virginia
Office of the Executive Secretary
 Telephone (804) 786-7817

Invoice

Invoice #
26-049C-RMS1

Invoice To		Send Payment To		
Hon. Deidre Martin, Clerk Cumberland Circuit Court P. O. Box 8 Cumberland, VA 23040-0008		Treasurer of Virginia c/o Supreme Court of Virginia Attention: Fiscal Director 100 N. Ninth Street, 3rd Floor Richmond, VA 23219		
Invoice Date		Invoice Due Date		
11/03/25		12/03/25		
Item	Description	Quantity	Unit Price	Amount
1	Annual Records Management System (RMS/CIS)	0.5	\$8486.40	\$4,243.20
2	Annual Secure Remote Access Maintenance (SRA/OCRA)	0.5	\$1500.00	\$750.00
3	Annual DocuSign Cost	0.5	\$400.00	\$200.00
<p>Approved 21600-3100 11/18/25 Deidre D. Martin</p> <p>To be reimbursed by the State Compensation Board</p>				
Annual Amount			\$10,386.40	
Total Amount Due By Customer				\$5,193.20

Records Management System / Indexing System
 Hardware / Software Maintenance Costs
 (Fiscal Year July 2025 thru June 2026)
 (Billing Period of July 2025 thru December 2025)

Please reference invoice number with payment!
 Any questions pertaining to billing, please
 call Pearl Friend at (804) 786-7817

Signature: John Knuth November 3, 2025

Request For Appropriation

Department: Clerk's Office

Code: 21600

Appropriate from:

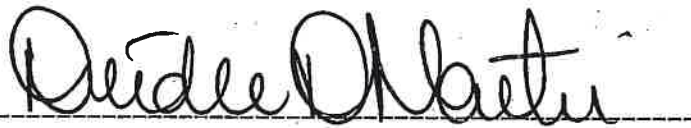
Code	Item	Amount
Technology Trust Fund		\$5,193.20

Appropriate to:

Code	Item	Amount
3100	Professional Services	\$5,193.20

Reason for Request:

Our annual online hosting, database fee, annual maintenance, support for computer indexing system, DocuSign and some redactions are totally reimbursed to the County from the State Compensation Board from the State Technology Trust Fund. These funds have already been reimbursed to the County. Please adjust my budget to show the first half of the bill for FY26. Thank you.



Signature

1/06/26

Date

Approved:

Board of Supervisors

Date



DATE: January 6, 2026

TO: Cumberland County Board of Supervisors
Derek Stamey, County Administrator

FROM: Jennifer Crews, Assistant County Administrator of
Finance & Administration

RE: Department of Emergency Services – Appropriation
Request

Background

Darren Hurley recently applied for funding for the Department of Emergency Services from a Sentra Grant that was awarded to and administered through ODEMSA. Mr. Hurley requested reimbursement for costs related to the Regional Drug Box Transition. The total available funding through the award was \$16,677.90. The ODEMSA Board of Directors awarded the department \$1,870.97 for its drug program.

Recommendation

It is my recommendation that the board approves the appropriation request in the amount of \$1,870.97 to the Department of Emergency Services FY '26 budget.

January 6, 2026

Cumberland Fire & EMS
Attn: Darren Hurley
1641 Anderson Highway
Cumberland, Virginia, 23040

Dear Grant Applicant,

This letter serves as official notification that Cumberland Fire & EMS applied for and received funding under the Sentara Grant awarded to the Old Dominion EMS Alliance and administered by ODEMSA.

Cumberland Fire & EMS requested reimbursement in the amount of \$10,000 for eligible expenses related to the Regional Drug Box Transition.

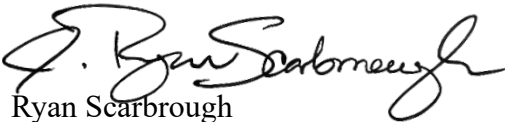
The total Sentara Grant funding awarded to ODEMSA for this program was \$16,677.90 and was distributed across the region based on need, eligibility, and available funds.

The ODEMSA Board of Directors approved reimbursement to Cumberland Fire & EMS in the amount of \$1,870.97 from the Sentara Grant allocation.

These funds have been issued in accordance with the applicable grant and program requirements.

If you require any additional information or documentation, please let me know.

Sincerely,



Ryan Scarbrough
Deputy Director

**Planning Projects Update:
December 2026**

Zoning:		
<i>Pending Zoning Questions and Requests</i>		
<i>CUP's and Rezoning Requests</i>		
CUP 25-01 Kenny's Place		
CUP 25-02 Seventh Day Adventist Church		
CUP 25-03 Verizon Tower – Wayne Lipscomb		
CUP 25-04 Camp Parsons		
CUP 25-05 Osborne Carter – lot deficiencies		
REZ 24-02 Cumberland Industrial Park M-1 to M-2		
REZ 25-01 Valco Investments R-2 to B-1		
Zoning Permits Issued		
Commercial Primary: 0 Commercial Accessory: 0	Residential Primary: 3 Residential Accessory: 4	Farm Structure Permits issued: 3
<i>Other Zoning Issues-</i>		
Subdivisions:		
<i>Approved Subdivisions 2</i>		
SUB 24-62 JCM III	TBD Goshen Road	Major Subdivision – 8 lots
SUB 25-24 Daves	TBD Cartersville Road	Minor Subdivision – 3 lots
<i>Pending Subdivisions 52</i>		
SUB 21-14 Adkins	Anderson Highway	Family Subdivision – 1 lot
SUB 21-29 Mechling	Ampthill Road	Minor Subdivision
SUB 21-32 Crump	Langhorne Road	Family Subdivision – 1 lot
SUB 21-45 Hatcher	Lipscomb Road/Beverly Drive	Lot Line Adjustment – 2 lots
SUB 21-50 Gills	Holly Hill Lane	Lot Line Adjustment – 2 lots
SUB 21-52 Brown	Anderson Highway	Revised survey for Brown/Family Dollar
SUB 21-67 Peregoy	Stoney Point Road	Family Subdivision – 2 lots
SUB 22-25 Jones	Cartersville Road	Minor Subdivision – 2 lots
SUB 22-34 Newton	Duncan Store Road	Lot Line Adjustment – 2 lots
SUB 22-38 Simmons	Edgehill Drive	Family Subdivision – 2 lots
SUB 23-01 Jones	TBD Deer Run Lane	Family Subdivision – 2 lots
SUB 23-06 Morgeson	Plank Road	Vacation of lot line – 3 lots
SUB 23-16 Morris	Trents Mill Road	Vacation of lot lines – 3 lots
SUB 23-28 Baldwin LLA	Cooks Road	Lot Line Adjustment – 3 lots
SUB 24-11 Cook	TBD Cumberland Road	Minor Subdivision – 4 lots
SUB 24-30 Kay	TBD Cartersville Road	Minor Subdivision – 2 lots
SUB 24-37 Brown	TBD Jenkins Church Road	Minor Subdivision – 2 lots
SUB 24-39 Tucker	TBD Blenheim Road	Minor Subdivision – 2 lots
SUB 24-42 Stoltzfus	TBD Plank Road	Minor Subdivision – 2 lots
SUB 24-43 Swarey	TBD Belle Road	Minor Subdivision – 2 lots
SUB 24-44 Campitell	TBD Cypress Drive	Lot Line Adjustment – 2 lots
SUB 24-46 Bouknight	TBD Perkins Lane	Lot Line Adjustment – 2 lots
SUB 24-56 Backwater Properties	TBD Davenport Road	Major Subdivision – 10 lots on a private road
SUB 24-57 Backwater Properties	TBD Davenport Road	Minor Subdivision – 2 lots

SUB 24-59 Level up Construction	TBD Trents Mill Road	Minor Subdivision on a private road – 3 lots
SUB 24-60 Tate	TBD Locust Grove Road	Lot Line adjustment – 4 lots
SUB 24-61 Oak Grove Cemetery Association	637 Cartersville Road	Lot Line Adjustment – 2 lots
SUB 25-11 Farnham	TBD New Private Road	Minor Subdivision – 5 lots
SUB 25-18 TimberCreek Building	TBD New Private Road/Anderson Highway	Major Subdivision – 9 lots with public water/sewer
SUB 25-21 Thompson	Whiteville Road	Lot Line Adjustment – 3 lots
SUB 25-22 Hamlin/Thompson	Holman Mill Road	Lot Line Adjustment – 2 lots
SUB 25-27 Miller	Pleasant Valley Road	Minor Subdivision – 2 lots
SUB 25-28 Broadwater	TBD New Private Roads	Major Subdivision – 25 lots
SUB 25-32 Hatcher	Old Buckingham Road	Lot Line Adjustment – 2 lots
SUB 25-34 Flippen	TBD Wolf Creek Lane	Minor Subdivision – 5 lots
SUB 25-35 Morris	TBD Trents Mill Road	Vacation of Lot Line – 3 lots
SUB 25-36 Cunningham Family Trust	TBD Lipscomb Road	Easement Survey – 3 parcels
SUB 25-37 Timbercreek Building & Design	TBD Trents Mill Road	Lot Line Adjustment – 11 lots
SUB 25-39 Trent	TBD Lipscomb Road	Easement Survey – 3 parcels
SUB 25-40 Lapp	TBD Cumberland Road	Minor Subdivision – 3 lots
SUB 25-42 Cureton	Deer Run Lane	Minor Subdivision – 2 lots
SUB 25-43 E&C LLC	TBD Barter Hill Road	Minor Subdivision – 5 lots
SUB 25-45 Hodges	TBD Raines Tavern Road	Easement Survey
SUB 25-46 Broadwater	TBD Deep Run Road	Major Subdivision – 6 lots
SUB 25-47 McDaniel	TBD Holman Mill Road	Minor Subdivision – 5 lots
SUB 25-48 Stinson	TBD Agee Lane	Minor Subdivision – 2 lots
SUB 25-49 Atkins	TBD Cumberland Road	Easement Survey – 2 lots
SUB 25-50 Meno Life	TBD Commerce Road	Minor Subdivision – 3 lots
SUB 25-51 VDOF	TBD Sports Lake Road	Easement Survey – 3 lots
SUB 25-52 Robert & John, LLC	TBD River Road	Minor Subdivision – 2 lots
SUB 25-53 Cumberland County	TBD Samuels Drive	Easement Survey – 1 lot

Plats, Surveys and Site Plans

Approved: 0

<i>Pending 35</i>		
SEL 21-05 Jackson	85-A-20B, 85-A-20C, and 85-A-15	Survey of existing lots
SEL 22-03 Thomas Family Associates	50-A-71	Survey of an existing lot
SEL 22-20 Evans	Unknown (previously taxed in Powhatan County)	
SEL 22-29 Dunn	104-A-29	Survey of an existing lot
SEL 22-32 Palmore Lumber	45-1-39	Survey of an existing lot
SEL 23-08 Davis	81-A-24, and 81-A-24A	Survey of existing lots
SEL 23-11 Booker	29-A-13	Survey of an existing lot

SEL 23-12 Trent	59-A-31G	Survey of an existing lot
SEL 23-15 Brown	34-A-9	Survey of an existing lot
SEL 23-22 Daves	31-A-15	Survey of an existing lot
SEL 24-02 Brown	69-1-4A	Survey of an existing lot
SEL 24-06 Mills	24-A-60C	Survey of an existing lot
SEL 24-08 Claywell	68-A-32	
SEL 24-12 Bourdelias	37-A-50, 37-A-51, and 37-A-52	Survey of 3 existing lots
SEL 24-15 Farnham	50-A-18	Survey of an existing lot
SEL 24-17 Watkins	81-A-31	Survey of an existing lot
SEL 24-21 Vitalis	Various	Survey of many existing lots
SEL 24-23 Reid Family	97-A-46, 97-A-57, and 97-A-59	Survey of 3 existing lots
SEL 24-27 Vitalis	67-A-39	Survey of an existing lot
SEL 24-29 Cable	30-A-16	Survey of an existing lot
SEL 24-41 Allen	105-A-34	Survey of an existing lot
SEL 25-02 Valverde	23-A-61	Survey of an existing lot
SEL 25-04 Land	36-A-33	Survey of an existing lot
SEL 25-07 Davis	107-1-8, 107-1-9, and 107-1-10	Survey of 3 existing lots
SEL 25-13 Cable		
SEL 25-16 RMA Enterprises	71-A-16	Survey of an existing lot
SEL 25-18 Wise Rock Builders, LLC	58-6-4	Survey of an existing lot
SEL 25-19 Scott	97-A-19	Survey of an existing lot
SEL 25-20 Allen	97-A-83 and 104-A-2	Survey of 2 existing lots
SEL 25-25 McCown	85-A-6F	Survey of an existing lot
SEL 25-32 Kirksey	18-A-32	Survey of an existing lot
SEL 25-34 Farley Estate	103-A-50	Survey of an existing lot
SEL 25-36 Trent	64-A-37 & 65-A-83	Survey of 2 existing lots
SEL 25-37 Hintz, et als	73-A-86, 73-A-86A, & 73-A-86B	Survey of 3 existing lots
SEL 25-38 Rudd	42-A-42	Survey of an existing lot

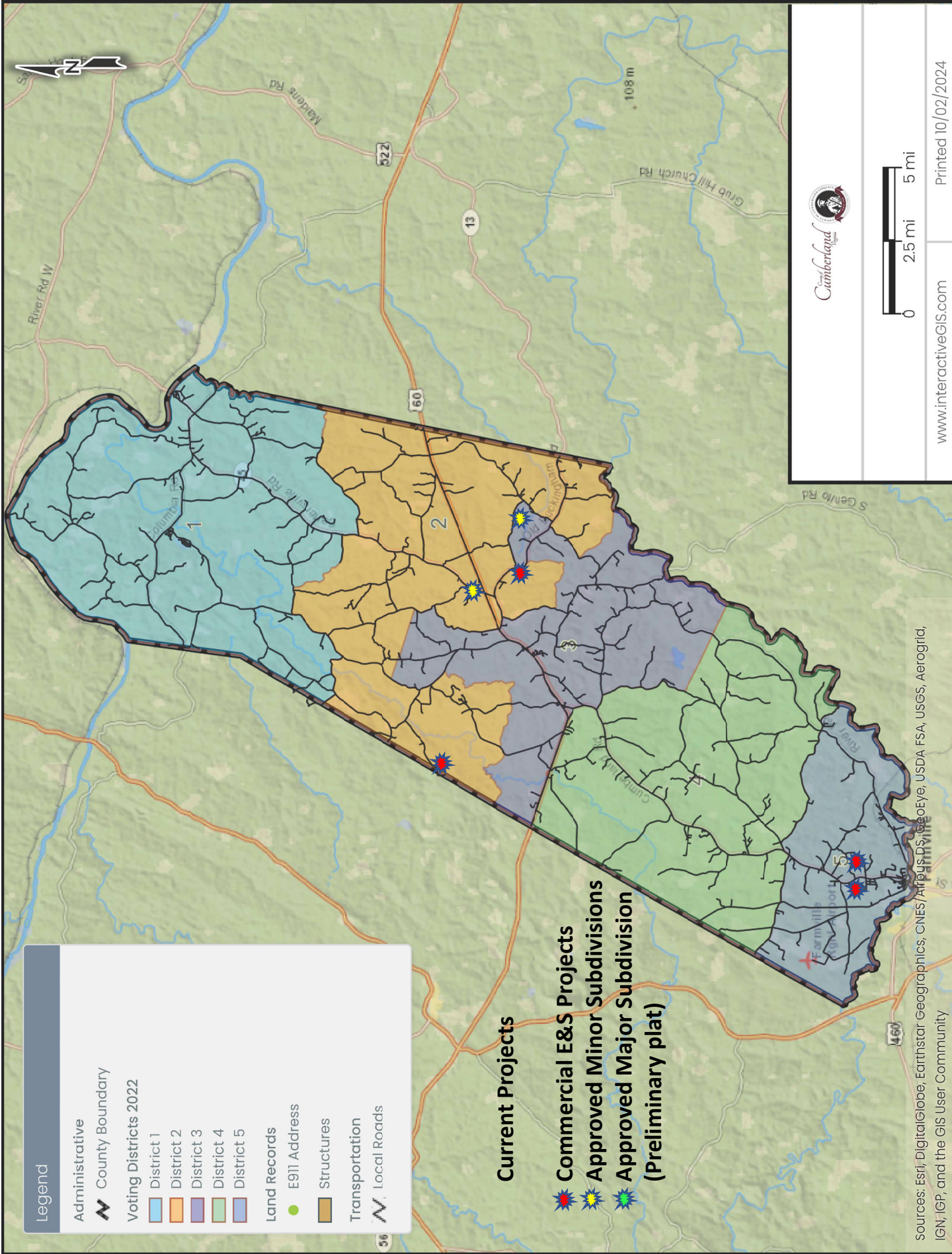
Other Regulatory Functions:

Commercial Erosion and Sediment Control Permits Open

Summit Ridge Energy (SRE)/Dunn-	Behind 1671 Cumberland Road – TBD Cumberland Road	3MW AC Solar Project
Summit Ridge Energy (SRE)/Rowlette (Site 1 and Site 2)	Behind 1650 Cumberland Road – TBD Cumberland Road	Site 1 – 3MW AC Solar Project Site 2 – 2 MW AC Solar Project
Schaeffer Landis Farm	Old Buckingham Road	Poultry Litter Shed
Swarey Farm	Belle Road	Poultry Facility

Residential Erosion and Sediment Control Permits issued: 1

Potential Code Amendments		
Erosion & Sediment Control***	Agricultural and residential zoning districts	DEQ has updated the regulations regarding Erosion & Sediment Control and Stormwater Management which will require a Code Amendment and Program Update, which is currently being drafted.
Zoning Ordinance – multi-family housing		There have been a handful of inquiries regarding tri-plex and quad-plex as a permitted use in the A-2 zoning district.
Noise Ordinance	A-2 District	Revise Section 34-153(a) to reference the exemptions listed in 34-154; textual change only. A draft Ordinance amendment has been submitted to the County Attorney for review.
Zoning Ordinance – Meat Processing	M-1 District	Processing of agricultural products such as meat in the A-2 zone.
Commercial Kitchen	Countywide	There have been a few inquiries for a commercial kitchen, which the current code does not permit. Planning Commission has asked staff to research the potential for an Ag kitchen vs a Commercial kitchen.
Business Uses	Anderson Highway between 45N and 45S	All Business uses should be inclusive as the Ordinance moves from a less intensive to a more intensive business zone. For instance, all uses in the B-3 one should be included in B-2, and so on.
Overlay District standards	Cumberland Road and Anderson Highway	Standards to require improved appearance in mixed use district around the Courthouse.
Mixed Use Zoning District		Combines uses in B-3 and R-2 for a mixed-use district. Include some Business uses in the Industrial zones as a Commerce Center, such as a restaurant or retail use.



Legend

- Administrative
- County Boundary
- Voting Districts 2022
 - District 1
 - District 2
 - District 3
 - District 4
 - District 5
- Land Records
 - E911 Address
 - Structures
- Transportation
 - Local Roads

Current Projects

Commercial E&S Projects

Approved Minor Subdivisions

Approved Major Subdivision (Preliminary plat)



Sources: Esri, DigitalGlobe, Earthstar Geographics, CNES/Airbus DS, GeoEye, USDA FSA, USGS, AeroGRID, IGN, IGP, and the GIS User Community



DATE: January 13, 2026

TO: Cumberland County Board of Supervisors
Mr. Derek Stamey, County Administrator

FROM: Stephany S. Johnson, CZA, CPC
Planning Director | Zoning Administrator

RE: CUP 25-03 Arcola Towers – 199’ Monopole
Telecommunications Tower – Request to set public
hearing

Information

CUP 25-03 Arcola Towers/Jamerson Telecommunications Tower - A request for a Conditional Use Permit has been submitted to staff. The request is to erect a new 199-foot monopole telecommunications tower on property owned by Mr. Wayne Jamerson on Trents Mill Road. The Planning Commission held a public hearing on Monday, November 17, 2025, and has submitted this request to the Board of Supervisors with a recommendation of approval.

Request

Staff respectfully requests that the Cumberland County Board of Supervisors set CUP 25-03 for a public hearing on February 10, 2026.



DATE: December 9, 2025
TO: Cumberland County Board of Supervisors
FROM: Derek Stamey, County Administrator
RE: Hecate, LLC Easement Agreement

Background

At the March 12, 2024 Board of Supervisors regular meeting, the Board approved Siting Agreement 23-07 and Conditional Use Permit 23-07 both with Hecate Solar, LLC.

In addition to the siting agreement and the conditional use permit, Hecate had also requested and negotiated with the County a proposed easement agreement with the option to purchase an easement of right of way that is eighty feet (80') in width across County owned property located at Samuels Drive. This property includes portions of the Hamilton Transfer Station and Hamilton Park.

The agreement consists of a grant of option of \$78,400 and an option payment of \$55,000 (both increases to the initially negotiated option agreement.) The initial option payment is \$10,000 within 45 days of the execution agreement, years 2-4 are \$10,000, and years 5-7 are \$5,000. The option period expires April 30, 2030. Once the option period is exercised, then the option payments cease. If the project is terminated then the County does not have to pay those monies back.

The agreement also includes language related to the County's ability to utilize the easement for agricultural purposes, allowing the County to recoup timbering revenue related to the easement clearing, and ensuring that Samuels Drive is properly maintained and restored appropriately once the easement work is completed.

Recommendation

County Administration recommends that the Board of Supervisors consider authorizing the County Administrator to execute the easement agreement.

**OPTION AGREEMENT
FOR PURCHASE OF EASEMENT**

THIS OPTION AGREEMENT (“Option Agreement”) is made and entered into as of this ___ day of December, 2025 (“**Effective Date**”), by and between **HECATE ENERGY CUMBERLAND LLC**, a Delaware limited liability company (“**Hecate**”) and **Cumberland County, Virginia**, a political subdivision of the Commonwealth of Virginia (“**Owner**”).

RECITALS

Owner holds fee simple title to approximately 32.926 acres on one parcel of real property located, in the County of Cumberland, and State of Virginia, as legally described in / depicted on Exhibit “A” attached hereto (the “**Property**”).

Owner desires to grant to Hecate, and Hecate desires to acquire from Owner, an option to purchase an easement of right of way that is ninety feet (90’) in width (the “**Easement**”) across a certain portion of the Property as described, shown and designated on Exhibit “A-1” attached hereto (the “**Easement Area**”), subject to the terms and conditions contained herein.

AGREEMENTS

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Owner and Hecate agree as follows:

1. Grant of Option. Owner hereby irrevocably grants to Hecate the exclusive option (the “**Option**”) to purchase the Easement during the term of this Option Agreement, for a purchase price of Seventy-Eight Thousand Four Hundred Dollars (\$78,400.00) (the “**Purchase Price**”).

2. Option Payment. As consideration for the Option, Hecate shall pay to Owner the sum of Fifty-five Thousand Dollars (\$55,000) payable as follows:

a) Hecate shall pay to Owner an initial option payment in the amount of Ten Thousand Dollars (\$10,000.00) (“**Initial Option Payment**”). The Initial Option Payment will be paid within thirty (30) days after (i) the execution of this Option Agreement, (ii) Owner delivers to Hecate a completed and signed W-9 from Owner, and (iii) recordation of a memorandum of Option Agreement as set forth in Section 8 below.

b) Hecate shall pay Owner the sum of Ten Thousand Dollars (\$10,000.00) (“**Second Option Payment**”) on or before the first anniversary of the Effective Date.

c) Hecate shall pay Owner the sum of Ten Thousand Dollars (\$10,000.00) (“**Third Option Payment**”) on or before the second anniversary of the Effective Date.

d) Hecate shall pay Owner the sum of Ten Thousand Dollars (\$10,000.00) (“**Fourth Option Payment**”) on or before the third anniversary of the Effective Date.

e) Hecate shall pay Owner the sum of Five Thousand Dollars (\$5,000.00) (“**Fifth Option Payment**”) on or before the fourth anniversary of the Effective Date.

f) Hecate shall pay Owner the sum of Five Thousand Dollars (\$5,000.00) (“**Sixth Option Payment**”) on or before the fifth anniversary of the Effective Date.

g) Hecate shall pay Owner the sum of Five Thousand Dollars (\$5,000.00) (“**Seventh Option Payment**”) on or before the sixth anniversary of the Effective Date.

The Initial Option Payment, Second Option Payment, Third Option Payment, Fourth Option Payment, Fifth Option Payment, Sixth Option Payment and Seventh Option Payment are each referred to herein individually as an “**Option Payment**” and collectively as “**Option Payments.**” Notwithstanding the foregoing, Hecate shall have no obligation to pay any Option Payments which first become due hereunder after the date that Hecate terminates this Option Agreement, which Hecate reserves the right to do at any time, and in the event Hecate exercises the Option, Hecate shall have no obligation to pay any Option Payments which first become due hereunder after the date that Hecate exercises the Option.

3. Option Period; Exercise of Option.

a) The term of this Option Agreement shall expire on the date that is seven (7) years after the Effective Date (the last day of such 7-year period being known herein as the “**Expiration Date**”). Hecate may exercise the Option at any time after the date hereof by written notice to Owner, delivered no later than the Expiration Date and accompanied by two counterparts of the Right of Way Easement Agreement in the exact form of Exhibit “B” attached hereto (the “**Easement Agreement**”). Within two (2) business days after Owner’s receipt of the Hecate’s exercise of the Option, Owner shall promptly execute and return to Hecate a fully executed original of the Easement Agreement, and Hecate shall pay Owner the Purchase Price.

b) In the event that the Option is not exercised by Hecate in the manner provided herein on or before the Expiration Date, then (i) this Option Agreement and the Option shall, without further action of either party, automatically terminate and thereafter be null and void and of no further force or effect, and (ii) Owner shall retain all Option Payments made by Hecate.

c) In the event that Hecate does timely exercise the Option in the manner provided herein, then one hundred percent (100%) of all Option Payments shall apply as a credit against the Purchase Price.

d) In the event that Hecate defaults in making any Option Payment required to be made by Hecate hereunder when due, and such defaults continues for more than thirty (30) days following receipt of written notice of default from Owner, then (i) this Option Agreement and the Option shall, without further action of either party, automatically terminate and thereafter be null and void and of no further force or effect, and (ii) Owner shall retain all Option Payments made by Hecate as Owner’s sole remedy and relief.

4. Condemnation. Owner warrants that it has not received any communication of a proposed condemnation or taking under the power of eminent domain of all or any part of the Easement Area. Upon receipt of any communication from any governmental or quasi-

governmental body seeking to condemn or take under its power of eminent domain all or any part of the Easement Area, Owner shall immediately notify Hecate of Owner's receipt of same and shall send to Hecate a copy of such communication if it is in writing. If any portion of the Easement Area is proposed to be so condemned or taken, then within thirty (30) days after receipt by Hecate of said notice, Hecate shall notify Owner in writing whether or not it desires to proceed under the terms of this Option Agreement. In the event that Hecate notifies Owner that Hecate does not desire to proceed because of such proposed condemnation or taking, this Option Agreement and the Option shall terminate and be null and void and of no further force or effect, and Owner shall retain any Option Payments made by Hecate prior to such termination.

5. Owner's Covenants.

a) Owner hereby covenants and agrees that, during the term of this Option Agreement, Owner shall not commit, approve, consent to or permit any Unpermitted Transfer (as hereinafter defined) without the prior written consent of Hecate. Any Unpermitted Transfer which is effected without the prior written consent of Hecate shall be void, invalid and of no force or effect against Hecate or Hecate's rights hereunder in the Easement Area. As used herein, an "**Unpermitted Transfer**" shall mean any of the following:

i. any grant, sale, lease, mortgage, encumbrance, lien, transfer or other conveyance of all or any portion of or interest in the Easement Area; provided, however, that Owner may sell the Property and/or the Easement Area so long as (x) neither the buyer nor any entity controlling, controlled by or under common control with such buyer is engaged in the generation, development, storage, transmission or sale of energy in any form, and (y) the sale agreement expressly acknowledges the rights of Hecate under this Option Agreement and requires the buyer to assume the obligations of Owner hereunder upon such buyer's acquisition of the Property and/or the Easement Area;

ii. any contract or other agreement pursuant to which any party may obtain lien, development, possession or usage rights affecting all or any portion of the Easement Area or which could otherwise affect Hecate's rights under this Option Agreement;

iii. any zoning change, annexation or subdivision of all or any portion of the Easement Area;

iv. any inclusion of the Easement Area in any agricultural or forestal district or any other district that restricts the use of the Easement Area or creates any obligation to pay a penalty or a readjustment in previously paid real estate taxes upon a change in use; or

v. any other act or omission affecting the Easement Area which would diminish or otherwise adversely affect Hecate's interest under this Option Agreement or which might prevent Owner's full performance of its obligations hereunder.

b) Owner hereby agrees that, at all times during the term of this Option Agreement:

i. Owner shall continue to operate and manage the Easement Area in accordance with Owner's past customary procedures;

ii. Owner shall not enter into any sale or option agreements with respect to the Easement Area; provided, however, that Owner may sell the Property and/or the Easement Area so long as (x) neither the buyer nor any entity controlling, controlled by or under common control with such buyer is engaged in the generation, development, storage, transmission or sale of energy in any form, and (y) the sale agreement expressly acknowledges the rights of Hecate under this Option Agreement and requires the buyer to assume the obligations of Owner hereunder upon such buyer's acquisition of the Property and/or the Easement Area;

iii. Owner shall not enter into, or suffer or permit a default under, any agreement, license or lease affecting the Easement Area or amend, terminate, waive any rights under or extend any agreement, license or lease affecting the Easement Area;

iv. Owner shall not demolish any structure or other improvement located on the Easement Area or erect any structure or other improvement on the Easement Area;

v. Owner shall maintain the Easement Area free from waste and neglect and in good order and repair and keep and perform all obligations of the owner of the Easement Area under applicable federal, state, county and municipal laws, ordinances, regulations and directives; and

vi. In the event that the Easement Area is encumbered by any existing mortgage, deed of trust, deed to secure debt, or other encumbrance on the date hereof, Owner shall within ten (10) business days from the date hereof obtain a commercially reasonable non-disturbance agreement from the holder thereof, pursuant to which such holder shall agree that the rights of Hecate under this Option Agreement shall not be disturbed or terminated in connection with any foreclosure of such mortgage, deed of trust, deed to secure debt, or other encumbrance, so long as no event of default by Hecate exists hereunder.

6. Easement Area Rezoning. Owner agrees to cooperate with Hecate and provide reasonable assistance to Hecate as required to facilitate the rezoning of the Easement Area and/or any application for a special use permit or conditional use permit to allow Hecate to utilize the Easement Area for the reasons specified in the Easement Agreement, provided that Owner shall not incur any costs or liability in connection with such cooperation or assistance.

7. Inspection; Access to Property. Hecate shall have the right, at all reasonable times, to (i) inspect the Easement Area, (ii) review any plans and specifications, surveys, title reports, engineering reports, environmental reports and other materials in Owner's possession or control relating to the Property, (iii) review any leases, contracts and licenses affecting the Property, (iv) discuss the Property with, and obtain additional information from, third party sources, including, without limitation, governmental agencies (including without limitation, applicable zoning administrators), tenants and any property manager, and (v) conduct engineering and geophysical feasibility tests of the Easement Area and an environmental audit or audits of the Easement Area, including sampling. Hecate shall be given complete access to the Easement Area for the purpose of making such tests, inspections and investigations; provided, however, that Hecate shall maintain, and shall cause its contractors to maintain, commercial general liability insurance in commercially reasonable amounts at any time that Hecate or such contractors are

provided with access to the Property, and shall provide certificates of such insurance evidencing such coverage upon request by Owner.

8. Covenants Running with the Land; Specific Performance. The covenants and agreements of Owner under this Option Agreement are intended to be and shall be covenants running with the land with respect to the Easement Area and shall be binding upon Owner and Owner's heirs, representatives, successors and assigns. Hecate and Owner agree to record a memorandum of this Option Agreement in substantially the same form of Exhibit "C" attached hereto within five (5) days of the execution of this Option Agreement with the Recorder's Office of the county in which the Easement Area is located. In the event that the Option is not exercised by Hecate in the manner provided herein on or before the Expiration Date, or in the event this Option Agreement is terminated, Hecate shall, upon request by Owner, execute and deliver to Owner a release of such memorandum in recordable form. This Option Agreement and the Easement Agreement to be entered into pursuant hereto shall be specifically enforceable by Hecate and by Hecate's representatives, successors and assigns.

9. Notices. Any notice or other communication required or desired to be given hereunder shall be in writing and shall be given by personal delivery, by overnight courier service, or by certified or registered United States mail, postage prepaid and return receipt requested; and addressed to the parties as follows, or as may be otherwise designated thereby in writing; and shall be deemed given/delivered as follows: (a) if by personal delivery, upon actual receipt; (b) if by overnight courier service, one (1) business day after so sending; or (c) if mailed, two (2) business days after mailing as aforesaid; in each case addressed as follows:

If to Hecate:	Hecate Energy Cumberland LLC 621 W. Randolph St. Chicago, Illinois 60661 Attention: Manager
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If to Owner:	County of Cumberland PO Box 110 Cumberland, VA 23040 Attention: Derek Stamey, County Administrator
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10. Successors and Assigns. All the terms and conditions hereof shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, representatives, successors and assigns. Except as provided in Section 5 hereof, Owner may not assign or transfer its rights and interest in the Easement Area during the term of this Option Agreement. Hecate may, after delivery of written notice to Owner, freely assign its rights hereunder to an affiliated entity without Owner's consent.

11. Severability. In the event that any term or provision of this Option Agreement, or the application thereof to any particular party or circumstance, is found by a court of competent jurisdiction to be invalid or unenforceable (in whole or in its application to a particular party or circumstance), the remaining terms and provisions of this Option Agreement or the application

thereof to different parties or circumstances, as the case may be, shall not be affected thereby and this Option Agreement shall remain in full force and effect in all other respects.

12. No Merger. The terms and provisions of this Option Agreement shall not merge or be deemed to merge into the Easement Agreement.

13. Counterparts. This Option Agreement may be executed in any number of identical counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument. A facsimile or photocopy signature on this Option Agreement or any amendment thereto shall have the same legal effect as an original signature.

14. Applicable Law. This Option Agreement and all amendments thereof shall be governed by and construed in accordance with the law of the state in which the Property is located.

15. Evidence of Ownership. Within five (5) days after the execution of this Option Agreement, Owner shall provide to Hecate a copy of Owner's title policy or such other evidence of ownership as may be acceptable to Hecate. Owner represents and warrants that Owner has undisputed possession of the Property and that no portion of the Property is currently subject to a leasehold estate.

16. Commissions. Each party shall be responsible for commissions payable to any real estate agent or broker engaged by that party.

17. Acceptance. Hecate's offer to enter into this Option Agreement shall remain valid for five (5) days after the date this Option Agreement is executed by Hecate and delivered to Owner. In the event Owner does not accept Hecate's offer within such five (5) day period by executing and returning to Hecate a copy of this Option Agreement executed by Owner, Hecate's offer shall be void and of no further force or effect.

Signature Page Follows

IN WITNESS WHEREOF, the parties hereto have executed this Option Agreement as of the day and year first above written.

OWNER:

HECATE:

**COUNTY OF CUMBERLAND,
VIRGINIA**

HECATE ENERGY CUMBERLAND LLC,
a Delaware limited liability company

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

RIDER A

TO OPTION AGREEMENT FOR AGRICULTURAL PROPERTY

Farm Leases. Notwithstanding Section 5 hereof to the contrary, Owner may enter into a farm lease (“**Farm Lease**”) with a farming tenant for annual crop year terms, provided that such Farm Lease includes an early termination clause approved by Hecate which allows the Owner to terminate such Farm Lease with thirty (30) days prior written notice to such farming tenant. Owner agrees to exercise the early termination right provided in such Farm Lease within (5) days of Hecate’s notification to Owner that Hecate has exercised the Option.

Crop Destruction or Damage. If, during the term of this Option Agreement, any portion of the crops growing on the Property is destroyed or damaged by Hecate, Hecate shall compensate Owner within a reasonable period of time after Hecate receives Owner’s request for compensation, provided that (a) Owner makes the request in writing, (b) the request includes an estimate of damages provided by a professional qualified to make such estimates, and (c) the damage estimate is reasonable based on current farming expenses and crop values. In no case shall damages exceed \$0.15 per square yard. Hecate retains the right to dispute the amount of any damage claim by securing an independent estimate from a qualified professional. With respect to any claim which is not resolved through negotiation, Owner and Hecate agree to seek resolution of such claim through arbitration. Any such unresolved claims shall not affect the rights and obligations of the parties hereunder and this Option Agreement shall remain in full force and effect in accordance with its terms.

EXHIBIT “A” TO OPTION AGREEMENT FOR PURCHASE OF EASEMENT

LEGAL DESCRIPTION / DEPICTION OF PROPERTY

The following parcel at 43 Samuels Dr, Cartersville, VA 23027 and legal description (DB 114-439) 179-698, 32.926 AC. The parcel is northwest of VDOT Rt 45 and southwest off of VDOT Rt 690 / Columbia Rd. on Samuels Drive. It is next to / northwest of Archie Jones parcel 17-A-35 off of Cartersville Rd (Rt 45) and Catherine and Willie, Jr. Jones parcel 17-A-21 on the Northeast side of their property off of Columbia Rd (VDOT Rt 690).

<u>Parcels</u>	<u>Acres</u>
17-A-36	32.926

EXHIBIT "A-1" TO OPTION AGREEMENT FOR PURCHASE OF EASEMENT

DESCRIPTION OF EASEMENT AREA

THAT CERTAIN PIECE OF LAND BEING A PORTION OF PARCEL NO. 17-A-36 IN THE HAMILTON DISTRICT OF THE COUNTY OF CUMBERLAND, VIRGINIA, IN THE NAME OF COUNTY OF CUMBERLAND, AND DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND IRON ROD AT THE EASTERNMOST CORNER OF THE SUBJECT PARCEL AND IN THE COMMON LINE WITH PARCEL NO. 17-A-26 IN THE NAME OF BRIAN D. MCCLINTON;

THENCE ALONG SAID COMMON LINE S 43°48'02" W 200.73' TO A FOUND IRON ROD;

THENCE CONTINUING WITH SAID COMMON LINE S 56°10'55" W 329.51' AND LEAVING SAID PARCEL NO. 17-A-26 AT APPROXIMATELY 59' AND CONTINUING WITH PARCEL NO 17-A-35 IN THE NAME OF ARCHIE L. JONES TO THE **POINT OF BEGINNING** OF THE HEREIN DESCRIBED PIECE OF LAND;

THENCE LEAVING SAID PARCEL NO. 17-A-35 AND ACROSS THE SUBJECT PARCEL THE FOLLOWING COURSES, ALL TO A POINT:

N 40°36'50" W 530.94';

N 21°08'22" E 460.80';

N 49°49'35" E 108.93' TO A POINT BEING S 58°11'34" E 605.13' FROM AN IRON ROD FOUND AT THE NORTHERNMOST CORNER OF THE SUBJECT PARCEL;

S 58°11'34" E 45.84' TO A FOUND IRON PIPE;

S 58°20'34" E 48.84';

S 49°49'35" W 115.33;

S 21°08'22" W 383.97';

S 40°36'50" E 487.85' TO THE SAID COMMON LINE WITH PARCEL NO. 17-A-35;

THENCE CONTINUING WITH SAID COMMON LINE S 56°10'55" W 90.64' TO **THE POINT OF BEGINNING** AND CONTAINING 2.16 ACRES, MORE OR LESS.

Depiction of Easement Area (for Informational Purposes)

[Survey to be inserted once signed/sealed by the surveyor.]

EXHIBIT "B" TO OPTION AGREEMENT FOR PURCHASE OF EASEMENT
FORM OF RIGHT OF WAY EASEMENT AGREEMENT

THIS AGREEMENT PREPARED BY, AND
RECORDING REQUESTED BY:

Hecate Energy Cumberland LLC
621 W. Randolph Street
Chicago, IL 60661

RIGHT OF WAY EASEMENT AGREEMENT

THIS RIGHT OF WAY EASEMENT AGREEMENT ("Agreement"), is made and entered into this ____ day of _____, 20___, by and between **Cumberland County, Virginia**, a political subdivision of the Commonwealth of Virginia, whose address is PO Box 110, Cumberland, VA 23040, Attn: Derek Stamey, County Administrator ("**Grantor**"), and **HECATE ENERGY CUMBERLAND LLC**, a Delaware limited liability company, whose address is 621 W. Randolph Street, Chicago, Illinois 60661 ("**Grantee**").

WITNESSETH:

The Grantor, for and in consideration of the sum of TEN AND 00/100 DOLLARS (\$10.00) and other valuable consideration paid by Grantee, the receipt and sufficiency whereof is hereby acknowledged, does grant and convey unto Grantee, its successors and assigns, the perpetual right, privilege, and unobstructed easement of right of way, to install, construct, operate, lay, maintain, improve, and/or repair, either above or below the surface of the ground, pole lines, and/or conduit and conductor cable lines for transmitting and/or distributing electric power, by one or more circuits, including all wires, poles, anchors, guy wires, cables, trenches, transformers, cabinet enclosures, equipment pads, connection boxes, meters, ground connections, attachments, equipment, accessories, apparatus, appliances, and appurtenances desirable in connection therewith (collectively, the "**Facilities**") on, over, under, upon, across and through the lands of the Grantor situated in Cumberland County, Virginia, further described, shown and/or designated on **Exhibit "A"** attached hereto and made part of this Agreement (the "**Easement Area**").

Grantee shall not install permanent fencing on the Easement Area. Notwithstanding the foregoing, if any applicable laws, ordinances, or other governmental regulations require permanent fencing on the Easement Area, Grantee shall be permitted to install such fencing; provided, however, prior to such installation, Grantee shall provide Grantor with documentation evidencing the applicable law, ordinance, or regulation mandating such fencing.

The Easement Area is a portion of the property conveyed to Grantor by that certain instrument recorded in _____ in the official public records of Cumberland County, Virginia (“**Property**”).

The Facilities erected and/or installed hereunder shall remain the property of Grantee. Grantee shall have the right to inspect, upgrade, rebuild, improve, remove, repair, relocate on the right of way above described, and make such changes, alterations, substitutions, additions to or extensions of its Facilities as Grantee may from time to time deem advisable, including the right to increase and/or decrease the number and/or size of wires and/or poles.

Grantor does further grant and convey to Grantee, for the purpose of Grantee constructing, reconstructing, inspecting, replacing, upgrading, maintaining and/or operating its Facilities, the right of ingress to and egress from the Easement Area over the lands of Grantor, including vehicular access, such right to be exercised in such manner as shall cause the least practicable damage and inconvenience to Grantor.

Grantee shall at all times have the right to trim, cut, remove, control, and keep clear by machinery or otherwise, all trees, limbs, brush, undergrowth and other obstructions inside and outside the Easement Area that may endanger the safe and proper construction, inspection, maintenance, removal, replacement and operation of its Facilities. All merchantable trees cut by Grantee at any time shall remain the property of Grantor unless otherwise provided herein. Grantee shall, at its sole cost and expense, stack or deposit such trees at a location designated by Grantor, which such designated location shall be designated by Grantor no later than two (2) business days after Grantee’s written request for such designation. The designated location shall be no more than five (5) drivable miles from the intersection of Samuels Drive and Columbia Road. If Grantor does not timely designate such location, then ownership of such trees shall automatically transfer to Grantee, and Grantee may remove or dispose of such trees in its sole discretion to avoid delay in construction and installation of the Facilities. Alternatively, Grantee may elect, by written notice to Grantor, to purchase all trees in the Easement Area from Grantor for a flat fee of \$1,500 per acre of the Easement Area (prorated for any partial acre). Upon payment, ownership of such trees shall transfer to Grantee, and Grantee may remove or dispose of such trees as it deems appropriate.

Grantee may, with the consent of Grantor, which shall not be unreasonably withheld, conditioned, or delayed, install gates in Grantor’s fences to the extent required to allow Grantee to obtain reasonable access to the Easement Area. Grantee shall maintain and repair such gates at Grantee’s sole cost and expense. Grantee shall be permitted to install and maintain locks on such gates, provided that Grantee provides Grantor with keys to such locks upon request by Grantor.

Grantee shall repair damage to roads, fences, structures, or other improvements and shall pay Grantor for other damage done, including damages to crops, in the process of the construction, inspection, or maintenance of Grantee's Facilities, or in the exercise of its right of ingress and egress; provided Grantor gives written notice thereof to Grantee within thirty (30) days after such damage occurs. Grantee agrees that, following the completion of the initial construction and installation of the Facilities, Grantee shall, at its sole cost and expense, furnish

and apply gravel to the roadway commonly known as Samuels Drive (also referred to as Dump Road), extending from Columbia Road to the Easement Area. Such work shall be performed in a good and workmanlike manner and promptly completed after the completion of such initial construction.

Grantor represents and warrants that Grantor is seized of and has the right to convey the said easement of right of way, rights and privileges. Grantor may utilize the Easement Area for ingress and egress to and from Grantor's adjacent property, and for agricultural farming purposes and/or grazing except to the extent that such use interferes with Grantee's use of the Easement Area as provided for within this Agreement. Grantor covenants that the Grantee shall have quiet and peaceable possession, use and enjoyment of the aforesaid easement of right of way, rights and privileges.

Grantee shall maintain at all times and shall cause any contractors that are provided with access to the Property to maintain, commercial general liability insurance in commercially reasonable amounts, and if applicable, worker's compensation insurance as required by applicable law, and shall provide certificates of such insurance evidencing such coverage upon request by Grantor.

Notwithstanding Grantor's express reservation of rights herein, Grantor shall not, nor grant to third parties the rights to: (i) construct or maintain any house, barn, building, structure, utility line, well, pond, or reservoir on, over or under the Easement Area; (ii) substantially change the grade over the Easement Area or any subsurface appurtenances; or (iii) grant to any third party any rights to use the Easement Area that would allow said third party's use to unreasonably interfere with Grantee's use of the Easement Area in the manner authorized by this Agreement. In the event that the terms of this paragraph are violated, Grantor shall cause such violation to be immediately eliminated upon receipt of written notice from Grantee.

This Agreement shall run with the land, be binding upon the current and all future owners of the Property and shall inure to the benefit of Grantee and its successors and assigns. The rights granted under this Agreement shall expire upon notice of termination by Grantee, and in the event Grantee terminates this Agreement, there will be no refund, in whole or in part, of any of the consideration paid by Grantee for this Agreement, or of any option payments previously paid under the Option Agreement for Purchase of Easement between Grantor and Grantee. Within one hundred eighty (180) days after any termination of this Agreement, Grantee shall, at Grantee's sole cost and expense, remove all Facilities and any other property or equipment installed by or on behalf of Grantee from the Easement Area.

Any notice, demand, consent, approval or communication required or desired to be given under this Agreement shall be in writing and shall be given by personal delivery, by overnight courier service, or by certified or registered United States mail, postage prepaid and return receipt requested; and addressed to the parties as set forth above, or as may be otherwise designated thereby in writing; and shall be deemed given/delivered as follows: (a) if by personal delivery, upon actual receipt; (b) if by overnight courier service, one (1) business day after so sending; or (c) if mailed, two (2) business days after mailing as aforesaid.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Grantor has executed this instrument as of the day and year first written above.

Signed, sealed and delivered
in the presence of:

GRANTOR:

COUNTY OF CUMBERLAND, VIRGINIA

Print Name: _____

By: _____

Name: _____

Title: _____

Print Name: _____

STATE/COMMONWEALTH OF VIRGINIA

_____ COUNTY

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that _____, whose name is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the foregoing instrument, s(he) executed the same voluntarily on the date hereof.

Given under my hand this _____ day of _____, 20_____.

(SEAL)

Notary Public

My Commission Expires: _____

EXHIBIT "A"

Easement Area

THAT CERTAIN PIECE OF LAND BEING A PORTION OF PARCEL NO. 17-A-36 IN THE HAMILTON DISTRICT OF THE COUNTY OF CUMBERLAND, VIRGINIA, IN THE NAME OF COUNTY OF CUMBERLAND, AND DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND IRON ROD AT THE EASTERNMOST CORNER OF THE SUBJECT PARCEL AND IN THE COMMON LINE WITH PARCEL NO. 17-A-26 IN THE NAME OF BRIAN D. MCCLINTON;

THENCE ALONG SAID COMMON LINE S 43°48'02" W 200.73' TO A FOUND IRON ROD;

THENCE CONTINUING WITH SAID COMMON LINE S 56°10'55" W 329.51' AND LEAVING SAID PARCEL NO. 17-A-26 AT APPROXIMATELY 59' AND CONTINUING WITH PARCEL NO 17-A-35 IN THE NAME OF ARCHIE L. JONES TO THE **POINT OF BEGINNING** OF THE HEREIN DESCRIBED PIECE OF LAND;

THENCE LEAVING SAID PARCEL NO. 17-A-35 AND ACROSS THE SUBJECT PARCEL THE FOLLOWING COURSES, ALL TO A POINT:

N 40°36'50" W 530.94';

N 21°08'22" E 460.80';

N 49°49'35" E 108.93' TO A POINT BEING S 58°11'34" E 605.13' FROM AN IRON ROD FOUND AT THE NORTHERNMOST CORNER OF THE SUBJECT PARCEL;

S 58°11'34" E 45.84' TO A FOUND IRON PIPE;

S 58°20'34" E 48.84';

S 49°49'35" W 115.33;

S 21°08'22" W 383.97';

S 40°36'50" E 487.85' TO THE SAID COMMON LINE WITH PARCEL NO. 17-A-35;

THENCE CONTINUING WITH SAID COMMON LINE S 56°10'55" W 90.64' TO **THE POINT OF BEGINNING** AND CONTAINING 2.16 ACRES, MORE OR LESS.

Depiction of Easement Area (for Informational Purposes)

[Survey to be inserted once signed/sealed by the surveyor.]

EXHIBIT “C” TO OPTION AGREEMENT FOR PURCHASE OF EASEMENT

**FORM OF MEMORANDUM OF OPTION AGREEMENT FOR
PURCHASE OF EASEMENT**

This instrument prepared by and
after recording return to:

Hecate Energy Cumberland LLC
621 W. Randolph Street
Chicago, IL 60661

(This space reserved for recording information)

MEMORANDUM OF OPTION AGREEMENT FOR PURCHASE OF EASEMENT

THIS MEMORANDUM OF OPTION AGREEMENT FOR PURCHASE OF EASEMENT (the “**Memorandum**”), is made as of this ____ day of December, 2025 (the “**Effective Date**”), by and between **Cumberland County, Virginia**, a political subdivision of the Commonwealth of Virginia (“**Owner**”), whose address is PO Box 110, Cumberland, VA 23040, Attn: Derek Stamey, County Administrator, and **HECATE ENERGY CUMBERLAND LLC**, a Delaware limited liability company (“**Hecate**”), with an address at 621 W. Randolph St., Chicago, IL 60661, Attn: Manager.

1. Owner holds fee simple title to certain real property located in Cumberland County, Virginia, that is more particularly described on Exhibit “A” attached hereto (collectively, the “**Property**”). Pursuant to that certain Option Agreement for Purchase of Easement dated as of December ___, 2025, by and between Owner and Hecate (the “**Option Agreement**”), Owner granted to Hecate, and Hecate acquired from Owner, an exclusive option to purchase (the “**Option**”) an easement of right of way that is ninety feet (90’) in width across a certain portion of the Property as described, shown and designated on Exhibit “A-1” attached hereto (the “**Easement Area**”), upon and subject to the terms and conditions contained in the Option Agreement.

2. The Option has a term of up to seven (7) years, commencing on the Effective Date and expiring in accordance with the Option Agreement.

3. Except to the extent permitted by the Option Agreement, no grant, sale, lease, mortgage, encumbrance, lien, transfer or other conveyance affecting the Easement Area which is created or entered into after the Effective Date shall be valid or effective without obtaining Hecate’s prior written consent. All such grants, sales, leases, mortgages, encumbrances, liens, transfers and other conveyances shall be subject and subordinate to Hecate’s interest in the Easement Area under the Option Agreement.

4. The covenants and agreements of Owner under the Option Agreement are covenants running with the land and shall be binding upon Owner and Owner's heirs, representatives, successors and assigns.

5. The purpose of this Memorandum is to give notice of the existence of Hecate's option rights granted in the Option Agreement, to which Option Agreement reference is made for a full description of the terms and conditions thereof. In the event any of the terms and provisions of this Memorandum conflict with the terms and provisions of the Option Agreement, the terms and provisions of the Option Agreement shall control. The parties may be contacted at the addresses set forth above for further information.

6. This Memorandum may be executed in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

[Signature Pages Follow This Page]

IN WITNESS WHEREOF, Owner and Hecate have caused this Memorandum of Option Agreement for Purchase of Easement to be executed as of the date first above written.

OWNER:

COUNTY OF CUMBERLAND, VIRGINIA

By: _____

Name: _____

Its: _____

STATE/COMMONWEALTH OF VIRGINIA

_____ COUNTY

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that _____, whose name is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the foregoing instrument, s(he) executed the same voluntarily on the date hereof.

Given under my hand this _____ day of December, 2025.

(SEAL)

Notary Public

My Commission Expires: _____

HECATE:

HECATE ENERGY CUMBERLAND LLC, a
Delaware limited liability company

By: _____
Name: _____
Title: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of December, 2025,
by _____, as _____ of **Hecate Energy Cumberland
LLC**, a Delaware limited liability company, on behalf of the company. Such person did not
take an oath and: *(notary must check applicable box)*

- is/are personally known to me.
- produced a current _____ driver's license as identification.
- produced _____ as identification.

{Notary Seal must be affixed}

Signature of Notary

Name of Notary (Typed, Printed or Stamped)
Commission Number (if not legible on seal): _____
My Commission Expires (if not legible on seal): _____

EXHIBIT A

**(ATTACHED TO FORM OF MEMORANDUM OF
OPTION AGREEMENT FOR PURCHASE OF EASEMENT)**

LEGAL DESCRIPTION OF THE PROPERTY

The following parcel at 43 Samuels Dr, Cartersville, VA 23027 and legal description (DB 114-439) 179-698, 32.926 AC. The parcel is northwest of VDOT Rt 45 and southwest off of VDOT Rt 690 / Columbia Rd. on Samuels Drive. It is next to / northwest of Archie Jones parcel 17-A-35 off of Cartersville Rd (Rt 45) and Catherine and Willie, Jr. Jones parcel 17-A-21 on the Northeast side of their property off of Columbia Rd (VDOT Rt 690).

<u>Parcels</u>	<u>Acres</u>
17-A-36	32.926

EXHIBIT A-1

**(ATTACHED TO FORM OF MEMORANDUM OF
OPTION AGREEMENT FOR PURCHASE OF EASEMENT)**

DESCRIPTION OF THE EASEMENT AREA

THAT CERTAIN PIECE OF LAND BEING A PORTION OF PARCEL NO. 17-A-36 IN THE HAMILTON DISTRICT OF THE COUNTY OF CUMBERLAND, VIRGINIA, IN THE NAME OF COUNTY OF CUMBERLAND, AND DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND IRON ROD AT THE EASTERNMOST CORNER OF THE SUBJECT PARCEL AND IN THE COMMON LINE WITH PARCEL NO. 17-A-26 IN THE NAME OF BRIAN D. MCCLINTON;

THENCE ALONG SAID COMMON LINE S 43°48'02" W 200.73' TO A FOUND IRON ROD;

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S 58°11'34" E 45.84' TO A FOUND IRON PIPE;

S 58°20'34" E 48.84';

S 49°49'35" W 115.33';

S 21°08'22" W 383.97';

S 40°36'50" E 487.85' TO THE SAID COMMON LINE WITH PARCEL NO. 17-A-35;

THENCE CONTINUING WITH SAID COMMON LINE S 56°10'55" W 90.64' TO **THE POINT OF BEGINNING** AND CONTAINING 2.16 ACRES, MORE OR LESS.

Depiction of Easement Area (for Informational Purposes)

[Survey to be inserted once signed/sealed by the surveyor.]



COMMONWEALTH OF VIRGINIA
COUNTY OF CUMBERLAND

Final Plat Review

Form must be completed in ink.
 Last revised: 9/21

Internal Use Only

FILE # _____
 RECEIVED _____
 COMPLETED _____
 FEE/Ck. # _____
 RECEIPT # _____
 STAFF: _____

1. Type of development: (check appropriate boxes)

Type	Description	Info Required
<input type="checkbox"/> Minor	<u>Includes:</u> <input type="checkbox"/> By-right division (division producing up to 5 lots) <input type="checkbox"/> family division (1 lot per immediate family member)	→ Deed/survey showing tract → Final plat (see sec. 54-59 and 54-58 if applicable) → Copy of deed showing restrictive covenant → Final plat (see sec. 54-58)
<input type="checkbox"/> Major	<input type="checkbox"/> Division of any parcel producing 6 or more lots	→ Preliminary Plat (see sec. 54-191) → Rezoning Application (see sec. 54-192) → Final Plat (see sec. 54-193)
<input type="checkbox"/> Easement Survey	<input type="checkbox"/> Survey showing an access and/or utility easement	→ Final Plat (see sec. 54-193) → Copy of the deed of easement (see sec. 54-71)

2. Applicant

Property Tax Map #(s): _____

Name(s) _____

Address: _____

City: _____ State: _____ Zip: _____

Contact number: _____

Email Address: _____

Note: If the property owner(s) as shown by the tax commissioner's office is (are) not the applicant, the owner's (owners') signed and notarized authorization(s) must accompany this application.

3. Property Owner(s) (who presently owns the property?)

Name(s): _____

Address: _____

City: _____ State: _____ Zip: _____

Contact number(s): _____

Email Address: _____

4. Surveyor/ Engineer/Architect (who completed the survey?)

Firm Name: _____

Name of Individual Preparing Plat: _____ certification #: _____

Address: _____

City: _____ State: _____ Zip: _____

Contact number(s): _____

Email Address: _____

5. Certification*

*If signatory is not owner of record, a completed "Owner/Agent Agreement" must be attached.

The undersigned hereby certifies that all information submitted with this application is complete, true and correct. I understand any errors and/or omissions may lengthen the time to process the request.

_____	_____	_____
<i>Print Name of Property Owner 1</i>	<i>Signature of Property Owner 1</i>	<i>Date</i>

_____	_____	_____
<i>Print Name of Property Owner 2</i>	<i>Signature of Property Owner 2</i>	<i>Date</i>

_____	_____	_____
<i>Print Name of Applicant</i>	<i>Signature of Applicant</i>	<i>Date</i>

revised 12/21/25

Cumberland County
Minor Subdivision/Lot Line adjustment
Standards of Review & Platting Requirements
 (Updated 12/19/2024, effective 1/1/2025 SSJ)

Review Date: 12/21/2025	File number: SUB 25-53	Tax map: 17-A-36	Owner/Applicant: Co. of Cumberland
Survey date: 12/21/2025	Date received: 12/21/2025		
Subdivision (Minor) Standards of Review			
Zoning Ordinance compliance chapter 74	Lots shall comply with dimensional requirements for the appropriate zoning district		
Design standards/required improvements sec. 54-171	Zoning District A2	Lot Size Mc.	Frontage 200'
Access sec. 54-130	Boundary survey required except when remainder lot is greater than 10 acres. <u>Remainder larger than 10 acres:</u> sketch map sufficient to show the remainder lots meets minimum road frontage requirements.		
	Shared Entrance	Private Road	Public Road
	Number of lots: 2 Right-of-way width: 50' Minimum travelway width: 14' *Recordation of a shared access easement required *Need to show easement(s) for provision of utilities (54-56). Public Utilities to review if on public water or sewer.	Number of lots: 3 to 10 Right-of-way width: 50' Minimum travelway width: 16' Maximum length: 800 ft VDOT Review Required *Recordation of a road maintenance agreement required. *Need to show easement(s) for provision of utilities (54-56). Public Utilities to sewer.	Shall comply with VDOT public road standards
Final plat endorsements	Family subdivision: 20' minimum right of way, no maximum travelway width or length 10 year holding year required - restrictive covenant in deed		n/a
	Va. Dept. of Health lots less than 20 acres served by private water/sewer, Cumberland Health Department shall sign off confirming a suitable waste disposal system (as part of plat approval)	Public Utilities lots served by public water/sewer	VDOT if subdivision produces 2 or more lots
			n/a
			n/a
			✓

Platting Requirements per subdivision ordinance sections 54-57--59:

Form and style. All plats shall comply with the following:	Staff Comments
<input type="checkbox"/> Blue or black line prints.	
<input type="checkbox"/> Scale: not more than 200 feet to the inch noted graphically by scale bar and scale text.	
<input type="checkbox"/> No sheet shall exceed 18 inches by 24 inches. The top of each sheet shall be approximately north.	
Title block. A title block shall be located consistently on all sheets, and include:	Staff Comments
ntn Name of subdivision (shall not duplicate an existing subdivision name) and phase or section as appropriate.	
<input type="checkbox"/> Title describing the type of development action or actions proposed and requested for approval to occur on the plat.	Easement survey
<input type="checkbox"/> Magisterial district, county, and state.	
<input type="checkbox"/> Name(s), addresses and phone numbers of all owners(s) and developer(s).	
<input type="checkbox"/> Name, address and phone number of surveyor or engineer who prepared the plat.	
<input type="checkbox"/> Date of completion and any subsequent revisions.	
<input type="checkbox"/> Number of sheets—Match lines. <i>if Applicable</i>	
Information block. An information block shall be located on all sheets and shall include the following information:	Staff Comments
ntn Total land area in parcel(s) existing prior to subdivision.	
ntn Total land area in proposed lots.	
ntn Total land area in road right-of-way.	
ntn Total land area in common or open space areas.	
ntn Total number of lots.	
<input type="checkbox"/> Tax map parcel numbers of parcel(s) being subdivided.	17-A-36

<input type="checkbox"/> Zoning district designation(s) and applicable overlay districts of parcel(s).	<p style="text-align: right; font-size: 24pt; color: blue;">A2</p> <p style="text-align: right; font-size: 12pt;">Staff Comments</p>
<p>All plats shall clearly show the following information:</p>	
<input type="checkbox"/> North arrow. True north arrow.	
<input type="checkbox"/> Vicinity sketch. At a scale of one-inch equals two thousand (2,000) feet.	
<input type="checkbox"/> Boundary survey. A boundary survey of the land to be subdivided, showing the number, area, and dimensions of all lots, is required for all subdivisions. However, See section 54-175 for exception. In any subdivision, a boundary survey of the land to be subdivided, showing the number, area, and dimensions of all lots, shall be required. Except that in two lot subdivisions where the acreage of the residual is ten acres or greater and one of the two lots is not to be immediately conveyed, the larger lot shall be considered a "remainder" and need not be included in the survey. However, a sketch map showing the approximate boundaries of the entire property, including the remainder, shall be recorded with the required plat (this can be shown in the vicinity map). The sketch map shall have sufficient detail to show that the remainder meets minimum road frontage requirements and shall also give the approximate acreage of the remainder. Boundary lines shall conform to the zoning ordinance.	
<input type="checkbox"/> Instrument creating property proposed for subdivision. The deed book and page number or instrument number of the last instrument in the chain of title for each and all parcels to be subdivided, as recorded in the office of the clerk.	<p style="color: blue; font-size: 18pt;">DB 114 / P6439 PLAT DB 179 / P6698 Plat Cabinet A Slide 38</p>
<input type="checkbox"/> Necessary easements for Utilities. Proposed and existing utility easements to serve subdivision lots and surrounding area. Easements must be shown on the plat and deed for easements must be submitted prior to approval for recordation.	
<input type="checkbox"/> Adjacent landowners. The name, deed book and page number or instrument number, tax parcel number and current zoning of all current adjacent owners of record to the parcel(s) proposed for subdivision.	<p style="color: red; font-size: 24pt;">17-3-1 - update</p>
<input checked="" type="checkbox"/> Zoning district and overlay zone classification. The zoning district and overlay zone classification(s) of the parcel(s), including all applicable zoning overlay districts, proffers, conditional use permits, and variances and any conditions associated with the above.	
<input checked="" type="checkbox"/> Open space or yards. The location of all open space or yards required by the zoning ordinance.	

<p><i>n/a</i> Dimension standards and information on all lots, access easements (roads, alleys and shared entrances). All linear, angular, and curvilinear dimensions of access easements for roads, alleys and shared entrances shall conform to the requirements of this chapter. All linear, angular, and curvilinear dimensions of lots shall conform to the requirements of the zoning ordinance. Curvilinear data shall include radius, central angle, arc length, and tangent distances and may be shown either directly on the corresponding boundary or surveyed line or in table form. Easements shown for private roads, alleys and shared entrances shall be labeled as "private road easement", "alley easement" or "shared entrance easement," as applicable. The easement holder(s) shall be identified on the plat. If shared entrances are shown, a note shall be added to the plat stating that maintenance shall be by the owners of the lots affected by the shared entrance easement, not by the Virginia Department of Transportation or the county.</p>	<p><i>Zone X FEMA Panel 51049C0045C eff. 5/22/24</i></p>
<p><input type="checkbox"/> Floodplain. The location of any part of the property within the flood hazard overlay district including the FEMA panel number.</p>	<p><i>n/a</i> Public sewage and public water supply. A statement shall be required on all plats as to whether the subdivision will be served by a public sewer system and public water supply. If the property is not within the service area for public sewer and/or public water, the following statement is required and to be recorded with the title of all parcels: "<u>Under current county policy, public water and/or sewer service will not be available to this property.</u>"</p>
<p><input checked="" type="checkbox"/> Statement pertaining to shared access and utility easements. If a subdivision will contain one or more shared access and utility easement for a shared entrance or private road, the following statement shall be required on the plat and to be recorded with the title of all parcels: "<i>This plat is subject to the terms of the Shared Access Easement and/or Road Maintenance Agreement recorded with this plat as instrument number _____ . The 50' Access and Utility Easement described herein shall be established upon conveyance of either lot to a different owner.</i>"</p>	<p><i>n/a</i> Statement pertaining to private roads. If the subdivision will contain one or more private roads, the following statement shall be required on the plat and to be recorded with the title of all parcels: "<i>The roads _____ shall meet the standards for acceptance into the secondary system of state highways _____ maintained by the Virginia Department of Transportation or the County of Cumberland, Virginia.</i>"</p>
<p><input type="checkbox"/> Notary panels. Notary panels for a notary to acknowledge the signature of all owners.</p>	<p><input type="checkbox"/> Plat certificates and approval block. The appropriate certificates as defined below, with required signatures, will accompany all final plats. The seal and signature of the professional engineer or surveyor shall be provided on each sheet.</p>
<p><input type="checkbox"/> Survey certificate. A statement signed by the surveyor or engineer certifying that the subdivision is in conformance with the Subdivision Ordinance and the zoning ordinance of Cumberland County and setting forth the source of title of the land and the place of record of the last instrument in the chain of title, giving the deed book number and page number and/or instrument number of each and all parcels involved;</p>	

<input type="checkbox"/> Ownership. A statement signed by all owners, proprietors, and trustees, properly notarized, stating the following: <i>"The platting or dedication of the following described land (here insert a correct description of the land subdivided) is with the free consent and in accordance with the desire of the undersigned owners, proprietors, and trustees, if any and as applicable."</i>	
<input checked="" type="checkbox"/> Private onsite sewage systems – The following statement shall be required on all development plats that do not utilize public utilities. <i>"Plat approval does not denote or imply that all individual lots will receive approval for conventional septic systems."</i>	
<input checked="" type="checkbox"/> Virginia Department of Transportation – The following statement shall be required on all plats. <i>"Access to each parcel is subject to the issuance of a land use permit by the Department for the construction of a private entrance. Entrance construction shall be in accordance with VDOT's Road and Bridge Standards (PE-1). The access location and required provisions for drainage will be determined at permit issuance. Permit issuance shall be coordinated through the Farmville Residency office (434-505-3424)"</i>	
Additional minor subdivision requirements per Subdivision Ordinance Sections 54-59:	Staff Comments
<input type="checkbox"/> Easements (other than those for access). The location and dimensions of all existing and proposed private easements. Also, the location and dimensions of all existing and proposed public easements outside of a street right-of-way, including but not limited to each public utility, drainage and sight distance easement. Existing easements shall be labeled with the deed book and page number and the name of the owner of record. Proposed public easements shall be labeled as "dedicated to public use."	
<input checked="" type="checkbox"/> Identification of sections, blocks and lots. Sections (indicating phased development) shall be identified by numbers; blocks shall be identified by letters; lots shall be identified by numbers, assigned in numerical order.	
<input type="checkbox"/> Monuments. The location and material of all permanent reference monuments. Monuments found or installed prior to plat recordation may be referred to if they are permanent and undisturbed. If any monument required by this chapter will be installed after recordation of the final plat, the certification of the land planning professional shall so note.	
<input type="checkbox"/> Existing structures. The location of all existing structures on the parcel(s), the use and E-911 address (if applicable) of such structures shall be noted on the plat (i.e. type of dwelling, garage, barn etc.)	
<input type="checkbox"/> Existing or platted roads, driveways, and all access connections to VDOT-maintained roadways. The location, width and names of all existing or platted roads and all other dedicated means of property access. This includes all driveways and access connections to VDOT-maintained roadways.	
<input type="checkbox"/> Existing water features. The location of bodies of water, drainage channels, streams and other watercourses.	
<input type="checkbox"/> Road names. The name of each proposed road, which names shall be subject to approval by the agent and in compliance with the County Code provisions related to naming streets and roads.	

	<p>Proposed facilities. The location of proposed water and sewer lines and related improvements; proposed drainage and stormwater management facilities and related improvements.</p>
	<p>Land to be dedicated in fee or reserved. The location, acreage, and current owner of all land intended to be dedicated in fee or reserved for public use, or to be reserved in a deed for the common use of lot owners in the subdivision.</p>

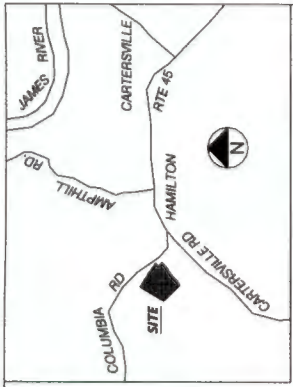
NOTES:

TAX MAP PARCEL #	ACREAGE BEFORE	ACREAGE AFTER	ROAD FRONTAGE
17-A-36	32.926		30'
Esmt acreage	→	2.16	

SUB 25-53

LINE #	BEARING	DISTANCE
PL1	S56° 10' 55" W	238.87'
PL2	S56° 10' 55" W	90.64'
PL3	S56° 10' 55" W	130.54'
PL4	S58° 11' 34" E	605.13'
PL5	S58° 11' 34" E	45.84'
PL6	S58° 20' 34" E	48.84'

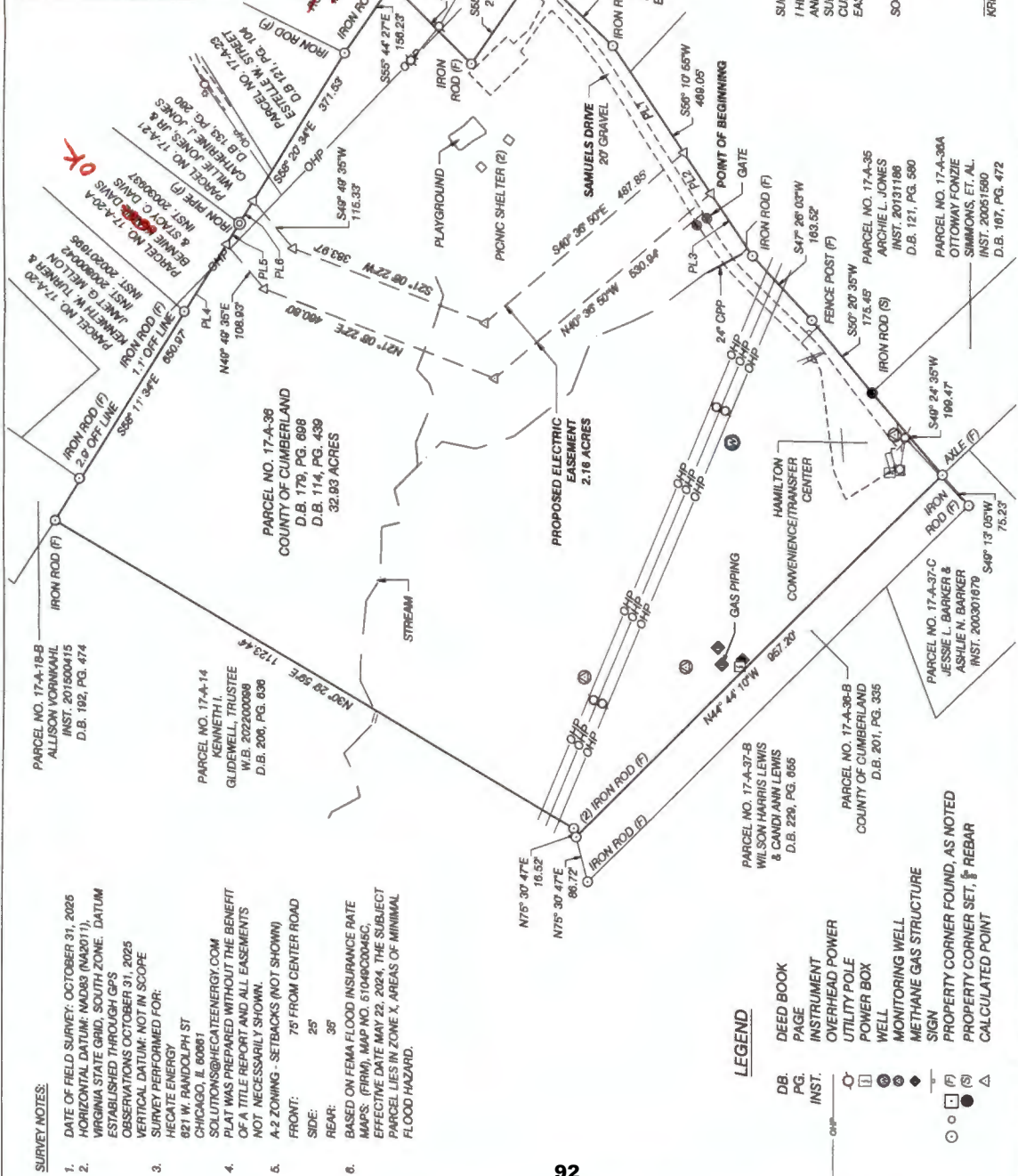
Inst. 2023-01235
BRIAN D. MCCLINTON
17-3-1



SURVEYORS CERTIFICATE:
I HEREBY CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF, THE REQUIREMENTS OF THE BOARD OF SUPERVISORS AND ORDINANCES OF THE COUNTY OF CUMBERLAND, VIRGINIA REGARDING THE PLATTING OF EASEMENTS WITH IN THE COUNTY HAVE BEEN MET.

SOURCE OF TITLE:
DEED BOOK 170, PAGE 688
PLAT CABINET A, SLIDE 38
DEED BOOK 114, PAGE 439

KRISTOPHER L. CAISTER, L.S. DATE



SURVEY NOTES:

- DATE OF FIELD SURVEY: OCTOBER 31, 2025
- HORIZONTAL DATUM: NAD83 (NAD2011), VIRGINIA STATE GRID, SOUTH ZONE. DATUM ESTABLISHED THROUGH GPS OBSERVATIONS OCTOBER 31, 2025. VERTICAL DATUM: NOT IN SCOPE. SURVEY PERFORMED FOR: HECAE ENERGY, 821 W. RANDOLPH ST, CHICAGO, IL 60681. SOLUTION@HECAENERGY.COM. PLAT WAS PREPARED WITHOUT THE BENEFIT OF A TITLE REPORT AND ALL EASEMENTS NOT NECESSARILY SHOWN.
- A-2 ZONING - SETBACKS (NOT SHOWN) FRONT: 75' FROM CENTER ROAD SIDE: 25' REAR: 35'
- BASED ON FEMA FLOOD INSURANCE RATE MAPS (FIRM), MAP NO. 61049C0046C, EFFECTIVE DATE MAY 22, 2024. THE SUBJECT PARCEL LIES IN ZONE X, AREAS OF MINIMAL FLOOD HAZARD.

LEGEND

- DB. DEED BOOK
- PG. PAGE
- INST. INSTRUMENT
- OVERHEAD POWER
- UTILITY POLE
- POWER BOX
- WELL
- MONITORING WELL
- METHANE GAS STRUCTURE
- SIGN
- PROPERTY CORNER FOUND, AS NOTED
- PROPERTY CORNER SET, REBAR
- CALCULATED POINT

**BOUNDARY SURVEY
WITH PROPOSED EASEMENT ACROSS SMAP# 17-A-36**

HAMILTON MAGISTERIAL DISTRICT - COUNTY OF CUMBERLAND, VIRGINIA

**THREE NOTCHED
GEOMATICS**
FIND THE WAY



PO BOX 671 | HAYESBORO VA 26108 | 544-864-8888

Scale: 1" = 200'
Sheet 1 of 2
Drawn by: KLC
Checked by:

Date: December 02, 2025

J.N.: 25071

Revised:

**SURVEY DESCRIPTION:
PROPOSED ELECTRIC EASEMENT ACROSS PARCEL NO. 17-A-36**

THAT CERTAIN PIECE OF LAND BEING A PORTION OF PARCEL NO. 17-A-36 IN THE HAMILTON DISTRICT OF THE COUNTY OF CUMBERLAND, VIRGINIA, IN THE NAME OF COUNTY OF CUMBERLAND, AND DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND IRON ROD AT THE EASTERMOST CORNER OF THE SUBJECT PARCEL AND IN THE COMMON LINE WITH PARCEL NO. 17-A-28 IN THE NAME OF BRIAN D. MCCLINTON;

THENCE ALONG SAID COMMON LINE S 43°48'02" W 200.73 TO A FOUND IRON ROD;

THENCE CONTINUING WITH SAID COMMON LINE S 58°10'55" W 329.51' AND LEAVING SAID PARCEL NO. 17-A-28 AT APPROXIMATELY 59' AND CONTINUING WITH PARCEL NO 17-A-35 IN THE NAME OF ARCHIE L. JONES TO THE **POINT OF BEGINNING** OF THE HEREIN DESCRIBED PIECE OF LAND;

THENCE LEAVING SAID PARCEL NO. 17-A-35 AND ACROSS THE SUBJECT PARCEL THE FOLLOWING COURSES, ALL TO A POINT:

N 40°38'50" W 530.84';
N 21°08'22" E 460.80';

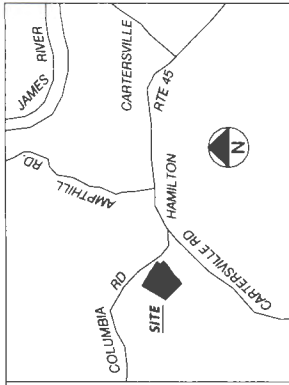
N 49°49'25" E 108.83 TO A POINT BEING S 58°11'34" E 805.13' FROM AN IRON

ROD FOUND AT THE NORTHERNMOST CORNER OF THE SUBJECT PARCEL;

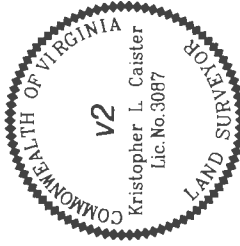
S 58°11'34" E 45.84' TO A FOUND IRON PIPE;
S 58°20'34" E 48.84';
S 21°08'22" W 383.87';
S 40°48'25" W 115.33';

S 40°38'50" E 487.85 TO THE SAID COMMON LINE WITH PARCEL NO. 17-A-35;

THENCE CONTINUING WITH SAID COMMON LINE S 58°10'55" W 80.64' TO THE **POINT OF BEGINNING** AND CONTAINING 2.18 ACRES, MORE OR LESS.



VICINITY MAP 1" = 5000'



SURVEYORS CERTIFICATE:
I HEREBY CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF, THE REQUIREMENTS OF THE BOARD OF SUPERVISORS AND ORDINANCES OF THE COUNTY OF CUMBERLAND, VIRGINIA REGARDING THE PLATTING OF EASEMENTS WITH IN THE COUNTY HAVE BEEN MET.

SOURCE OF TITLE: DEED BOOK 179, PAGE 688
PLAT CABINET A, SLIDE 38
DEED BOOK 114, PAGE 439

KRISTOPHER L. CAISTER, L.S. DATE

**BOUNDARY SURVEY
WITH PROPOSED EASEMENT ACROSS SMAP# 17-A-36**
HAMILTON MAGISTERIAL DISTRICT - COUNTY OF CUMBERLAND, VIRGINIA

**THREE NOTCHED
GEOMATICS**
FIND THE WAY
PO BOX 513, WARRENOVA VA 22680 | 404.334.8218

Date: December 02, 2025
Sheet 2 of 2
Drawn by: KLC
Revised:
Scale: 1" = 200'
J.N.: 25071
Checked by:

Figure No. C-1

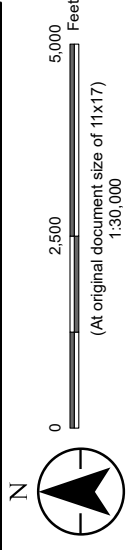
Preliminary Site Plan

Client/Project
 Hecate Energy Cumberland LLC
 Cumberland Solar Project

Project Location
 Cumberland County, Virginia

Prepared by MER on 2024-03-07
 TR by JWH on 2023-08-03
 IR by JLO on 2023-08-04

2024-02-19

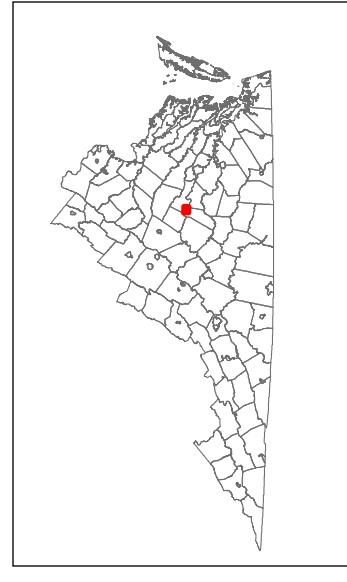


- | | |
|--|---|
| <ul style="list-style-type: none"> Project Access Project Limits Panel Array 100-Foot Building Setback 50-Foot Property Setback 100-Foot Road Setback Fence Line Inverter Preliminary Stormwater Pond Cartersville Substation Project Substation 100-Year Flood Zone Excluded Area Archaeological Site (Not Evaluated) | <ul style="list-style-type: none"> NRHP-Listed Architectural Resource NHD Waterbody NWI Wetland 50-Foot NWI/NHD Buffer NHD Flowline Gen-Tie Project Road Vegetative Screening Existing Transmission Line 5-Foot Contour Wildlife Corridor Distance to Fence |
|--|---|

Site Data

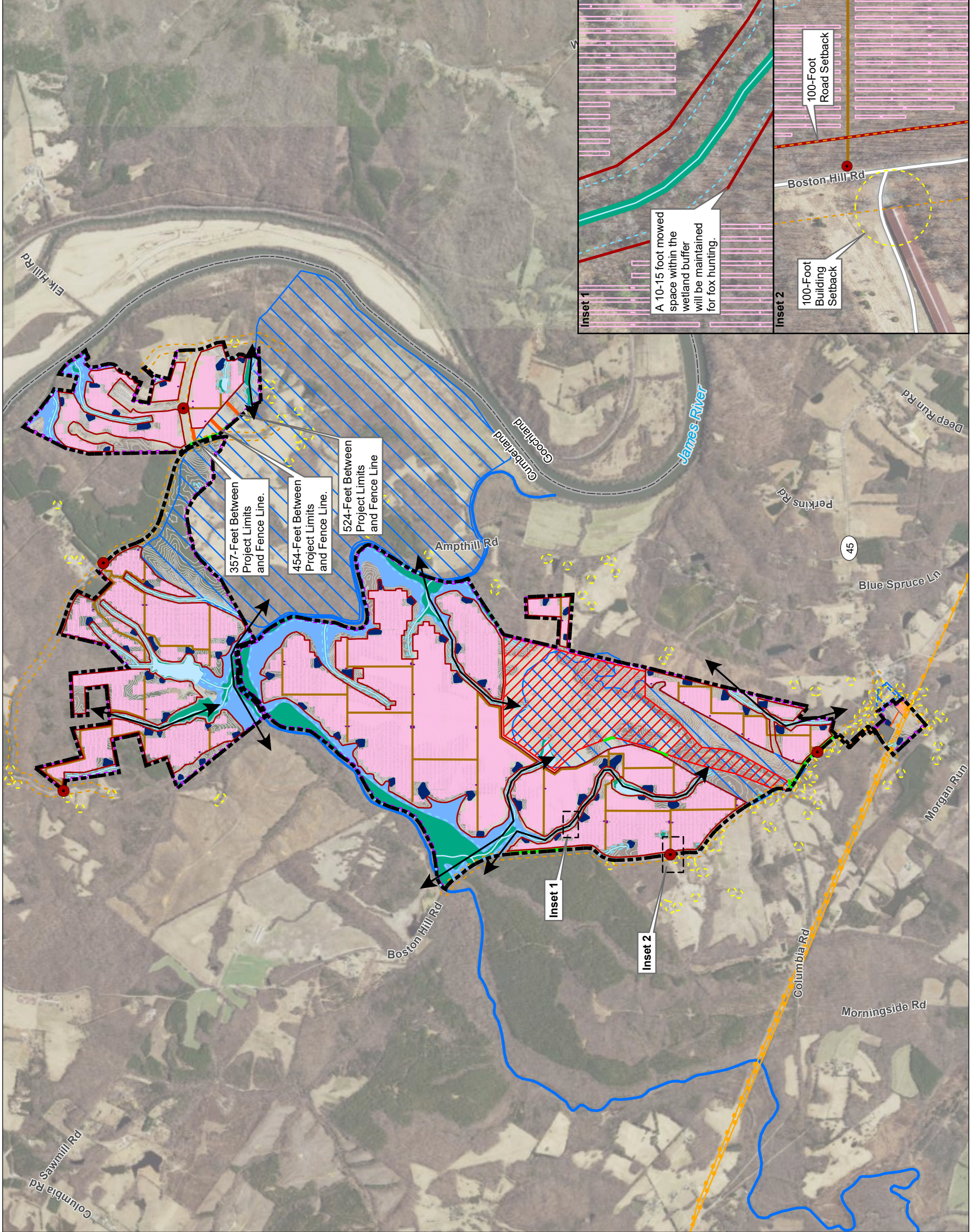
Project Area 2,215 Acres ±

Limit of Disturbance (LOD) 1,247 Acres ±



Notes

- Coordinate System: NAD 1983 StatePlane Virginia South FIPS 4502 Feet
- Data Sources: Hecate Energy, Stantec, U.S. Census Bureau, USGS National Hydrography Dataset (NHD), USFWS National Wetlands Inventory (NWI), FEMA, HIFLD, Historic resource data provided by Virginia Department of Historic Resources, Virginia Cultural Resources Information System (VCRIS), VGIN, Topography generated from digital elevation model derived from USGS Lidar Point Cloud
- Orthimagery © Virginia Geographic Information Network (VGIN)



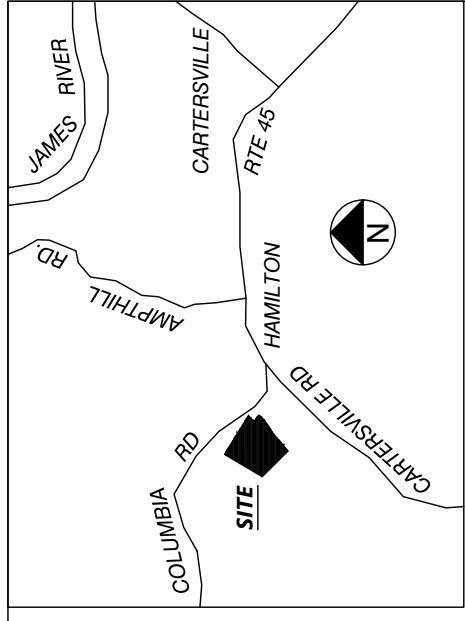
Inset 1

A 10-15 foot mowed space within the wetland buffer will be maintained for fox hunting.

Inset 2

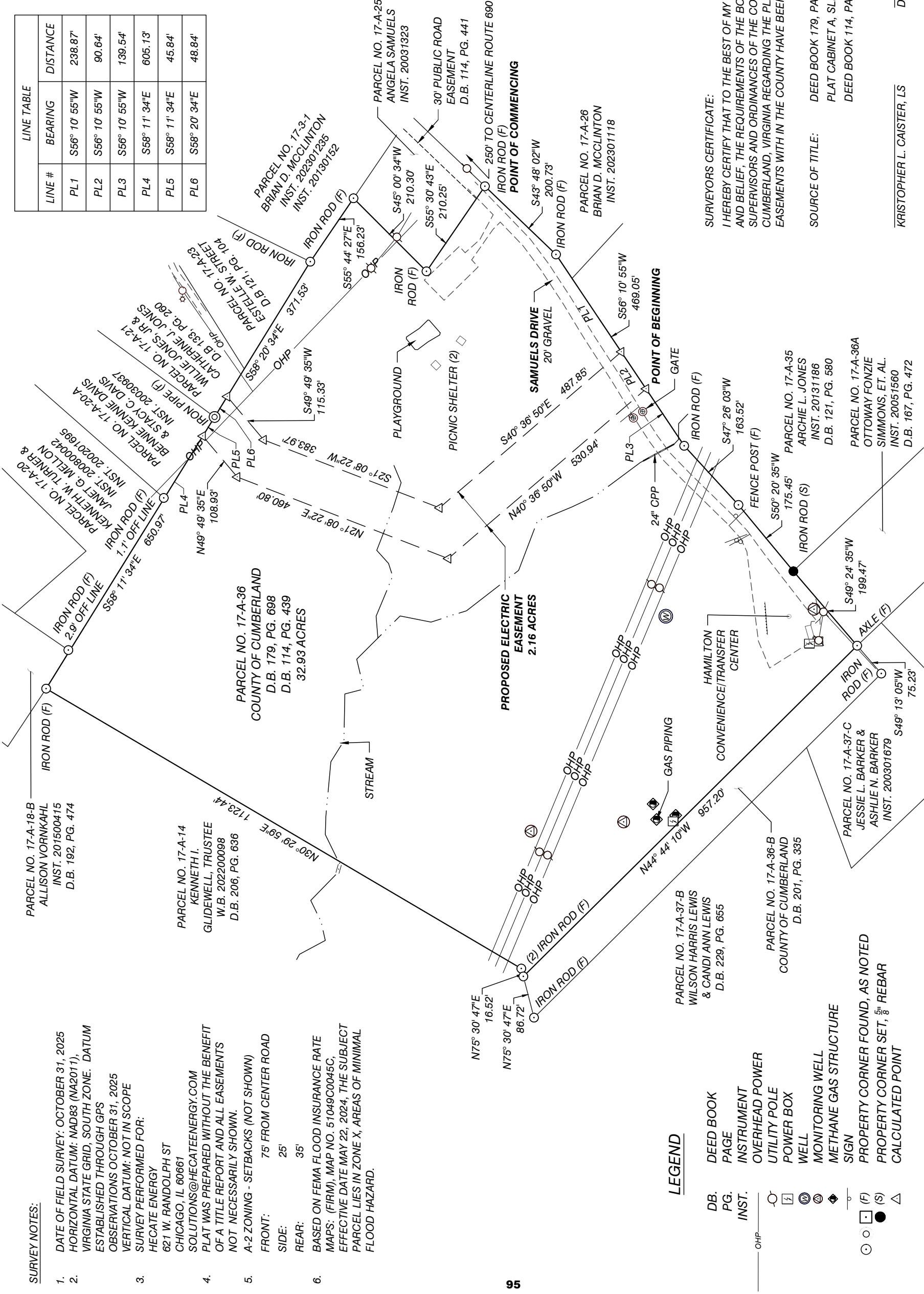
100-Foot Building Setback

100-Foot Road Setback



VICINITY MAP 1" = 5000'

LINE #	BEARING	DISTANCE
PL1	S56° 10' 55"W	238.87'
PL2	S56° 10' 55"W	90.64'
PL3	S56° 10' 55"W	139.54'
PL4	S58° 11' 34"E	605.13'
PL5	S58° 11' 34"E	45.84'
PL6	S58° 20' 34"E	48.84'



SURVEY NOTES:

- DATE OF FIELD SURVEY: OCTOBER 31, 2025
- HORIZONTAL DATUM: NAD83 (NA2011), VIRGINIA STATE GRID, SOUTH ZONE. DATUM ESTABLISHED THROUGH GPS OBSERVATIONS OCTOBER 31, 2025
- VERTICAL DATUM: NOT IN SCOPE
- SURVEY PERFORMED FOR: HECATE ENERGY
621 W. RANDOLPH ST
CHICAGO, IL 60661
SOLUTIONS@HECATEENERGY.COM
- PLAT WAS PREPARED WITHOUT THE BENEFIT OF A TITLE REPORT AND ALL EASEMENTS NOT NECESSARILY SHOWN.
A-2 ZONING - SETBACKS (NOT SHOWN)
FRONT: 75' FROM CENTER ROAD
SIDE: 25'
REAR: 35'
- BASED ON FEMA FLOOD INSURANCE RATE MAPS: (FIRM), MAP NO. 51049C0045C, EFFECTIVE DATE MAY 22, 2024, THE SUBJECT PARCEL LIES IN ZONE X, AREAS OF MINIMAL FLOOD HAZARD.

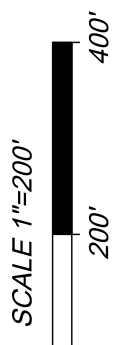
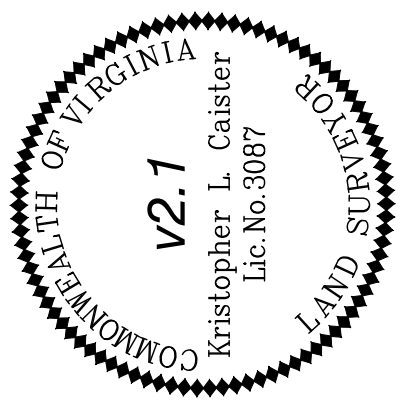
LEGEND

- DB. DEED BOOK
- PG. PAGE
- INST. INSTRUMENT
- OHP OVERHEAD POWER
- OWP UTILITY POLE
- POWER BOX
- WELL
- MONITORING WELL
- METHANE GAS STRUCTURE
- SIGN
- PROPERTY CORNER FOUND, AS NOTED
- PROPERTY CORNER SET, 5th REBAR
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SURVEYORS CERTIFICATE:
I HEREBY CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF, THE REQUIREMENTS OF THE BOARD OF SUPERVISORS AND ORDINANCES OF THE COUNTY OF CUMBERLAND, VIRGINIA REGARDING THE PLATTING OF EASEMENTS WITH IN THE COUNTY HAVE BEEN MET.

SOURCE OF TITLE:
DEED BOOK 179, PAGE 698
PLAT CABINET A, SLIDE 38
DEED BOOK 114, PAGE 439

KRISTOPHER L. CAISTER, LS DATE



**THREE NOTCHED
GEOMATICS**
FIND THE WAY

PO BOX 872 | WAYNESBORO VA 22580 | 540.324.5220

**BOUNDARY SURVEY
WITH PROPOSED EASEMENT ACROSS SMAP# 17-A-36**
HAMILTON MAGISTERIAL DISTRICT - COUNTY OF CUMBERLAND, VIRGINIA

Date:	December 03, 2025	Scale:	1" = 200'
Sheet	1 of 2	J.N.:	25071
Drawn by:	KLC	Checked by:	
Revised:			

**SURVEY DESCRIPTION:
PROPOSED ELECTRIC EASEMENT ACROSS PARCEL NO. 17-A-36**

THAT CERTAIN PIECE OF LAND BEING A PORTION OF PARCEL NO. 17-A-36 IN THE HAMILTON DISTRICT OF THE COUNTY OF CUMBERLAND, VIRGINIA, IN THE NAME OF COUNTY OF CUMBERLAND, AND DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND IRON ROD AT THE EASTERMOST CORNER OF THE SUBJECT PARCEL AND IN THE COMMON LINE WITH PARCEL NO. 17-A-26 IN THE NAME OF BRIAN D. MCCLINTON;

THENCE ALONG SAID COMMON LINE S 43°48'02" W 200.73' TO A FOUND IRON ROD;

THENCE CONTINUING WITH SAID COMMON LINE S 56°10'55" W 329.51' AND LEAVING SAID PARCEL NO. 17-A-26 AT APPROXIMATELY 59' AND CONTINUING WITH PARCEL NO 17-A-35 IN THE NAME OF ARCHIE L. JONES TO THE **POINT OF BEGINNING** OF THE HEREIN DESCRIBED PIECE OF LAND;

THENCE LEAVING SAID PARCEL NO. 17-A-35 AND ACROSS THE SUBJECT PARCEL THE FOLLOWING COURSES, ALL TO A POINT:

- N 40°36'50" W 530.94';
- N 21°08'22" E 460.80';
- N 49°49'35" E 108.93' TO A POINT BEING S 58°11'34" E 605.13' FROM AN IRON ROD FOUND AT THE NORTHERNMOST CORNER OF THE SUBJECT PARCEL;
- S 58°11'34" E 45.84' TO A FOUND IRON PIPE;
- S 58°20'34" E 48.84';
- S 49°49'35" W 115.33';
- S 21°08'22" W 383.97';
- S 40°36'50" E 487.85' TO THE SAID COMMON LINE WITH PARCEL NO. 17-A-35;

THENCE CONTINUING WITH SAID COMMON LINE S 56°10'55" W 90.64' TO **THE POINT OF BEGINNING** AND CONTAINING 2.16 ACRES, MORE OR LESS.

THE PLATTING OR DEDICATION OF THE FOLLOWING DESCRIBED LAND FOR AN ELECTRIC EASEMENT ACROSS SMAP# 17-A-36 IS WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRE OF THE UNDERSIGNED OWNERS, PROPRIETORS, AND TRUSTEES, IF ANY AND AS APPLICABLE.

FOR THE COUNTY OF CUMBERLAND _____ DATE _____

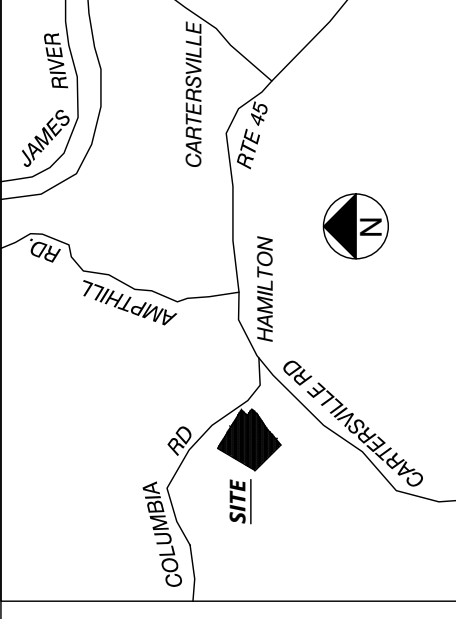
CERTIFICATE OF ACKNOWLEDGEMENT

CITY/COUNTY OF _____
COMMONWEALTH OF VIRGINIA
THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE

ME THIS ___ DAY OF __, 20___ BY _____

NOTARY PUBLIC'S SIGNATURE _____
NOTARY REGISTRATION NUMBER: _____

MY COMMISSION EXPIRES: _____



VICINITY MAP 1" = 5000'



SURVEYORS CERTIFICATE:
I HEREBY CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF, THE REQUIREMENTS OF THE BOARD OF SUPERVISORS AND ORDINANCES OF THE COUNTY OF CUMBERLAND, VIRGINIA REGARDING THE PLATTING OF EASEMENTS WITH IN THE COUNTY HAVE BEEN MET.

SOURCE OF TITLE: DEED BOOK 179, PAGE 698
PLAT CABINET A, SLIDE 38
DEED BOOK 114, PAGE 439

KRISTOPHER L. CAISTER, LS _____ DATE _____



**THREE NOTCHED
GEOMATICS**
FIND THE WAY

PO BOX 872 | WAYNESBORO VA 22580 | 540.324.5220

BOUNDARY SURVEY
WITH **PROPOSED EASEMENT** ACROSS **SMAP# 17-A-36**
HAMILTON MAGISTERIAL DISTRICT - COUNTY OF CUMBERLAND, VIRGINIA

Date:	December 03, 2025	Scale:	1" = 200'
Sheet	2 of 2	J.N.:	25071
Drawn by:	KLC	Checked by:	
Revised:			

Treasurer's Office

Outstanding Collections Report

December 31, 2025

Real Estate

	<u>As of 11/30/25</u>	<u>As of 12/31/25</u>	<u>Change</u>	<u>% Collected</u>	<u>Abatements/ Exonerations</u>
2012	\$ 306.00	\$ 306.00			
2013	394.80	367.20	27.60	6.99%	
2014	881.72	806.53	75.19	8.53%	
2015	926.76	852.82	73.94	7.98%	
2016	1,169.95	1,092.03	77.92	6.66%	
2017	2,617.64	2,238.08	379.56	14.50%	
2018	7,464.64	7,303.90	160.74	2.15%	
2019	9,960.43	9,882.51	77.92	0.78%	
2020	13,781.14	13,352.12	429.02	3.11%	
2021	25,513.37	24,626.57	886.80	3.47%	
2022	45,277.85	44,165.97	1,111.88	2.45%	
2023	86,060.04	83,508.58	2,551.46	2.96%	
2024	153,688.18	147,569.14	6,119.04	3.98%	
2025	440,976.81	368,819.89	75,156.92	16.36%	1,878.00
Total	\$ 789,019.33	\$ 704,891.34	\$ 87,127.99		

Personal Property

	<u>As of 11/30/25</u>	<u>As of 12/31/25</u>	<u>Change</u>	<u>% Collected</u>	<u>Abatements/ Exonerations</u>
2020	35,238.07	34,975.16	262.91	0.75%	
2021	38,730.46	38,503.56	226.90	0.59%	
2022	61,414.72	60,811.74	602.98	0.98%	134.43
2023	90,381.94	88,147.54	2,234.40	2.47%	2,162.81
2024	203,883.65	188,617.24	15,266.41	7.49%	2,116.87
2025	1,105,076.66	952,956.97	152,119.69	13.76%	5,852.64
Total	\$ 1,534,725.50	\$ 1,364,012.21	\$ 170,713.29		

Collection Rates - As of December 31, 2025

Real Estate:

	Current Collection %	Prior Year %	Change
Tax Year - 2024	97.98%	97.86%	+0.12%
Tax Year - 2025	95.07%	95.25%	-0.18%

Personal Property:

	Current Collection %	Prior Year %	Change
Tax Year - 2024	95.77%	95.33%	+0.44%
Tax Year - 2025	79.46%	81.22%	-1.76%

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	PREVIOUS BALANCE	DEBIT	CREDIT	ENDING BALANCE
* TREASURER'S ACCOUNTABILITY *					
ASSETS					
100-0000	CASH IN OFFICE	1,000.00			1,000.00
100-0105	C&F BANK - CHECKING	625,000.00	6,838,848.45	6,838,848.45	625,000.00
100-0115	C&F BANK - INVESTMENT ACCT	690,843.61	993,924.16		1,684,767.77
100-0120	C&F BANK - SAVINGS ACCT	151,302.26	145,550.18		296,852.44
100-0121	ESSEX BANK-IPR ACCOUNT	14,349.17	6.08		14,355.25
100-0125	C&F BANK-FAF (JUSTICE)	1,980.35			1,980.35
100-0131	FIRST BANK	834,598.41	2,544.35		837,142.76
100-0132	TRUIST - PROJECT FUND 2022	49,896.53	.41		49,896.94
100-0135	VIRGINIA INVESTMENT POOL	3,835,493.58	1,515,507.00		5,351,000.58
100-0137	LOCAL GOV INVESTMENT POOL	4,111,964.31	1,115,312.00		5,227,276.31
100-0141	FIRST BANK/SEWER RESERVE	153,672.08	468.49		154,140.57
100-0142	FIRST BANK/WATER RESERVE	22,420.87	68.35		22,489.22
100-0143	C&F BANK/ASSET FORFEITURE (SAF)	70,180.44			70,180.44
100-0144	VA INVESTMENT POOL-IDA-OES DSR	113,836.72			113,836.72
100-0145	C&F BANK-GOVERNOR'S SCHOOL FUND	1,429,673.99	81,729.59	101,102.71	1,410,300.87
100-0146	FIRST BANK-WATERLINE EXT DSR ACCT	38,420.06	117.13		38,537.19
100-0155	RETURNED CHECKS				
100-0159	NJS HOLDING ACCT-FIRST BANK	128,027.63	390.31		128,417.94
100-0160	E&S CONTROL BOND ESCROW-C&F BANK				
ASSETS					
TOTAL ASSETS		12,272,660.01	10,694,466.50	6,939,951.16	16,027,175.35
		12,272,660.01	10,694,466.50	6,939,951.16	16,027,175.35
REVENUE FUND BALANCES					
300-0000	GENERAL FUND BALANCE	9,374,674.03	1,410,295.45	5,218,813.37	13,183,191.95
300-0100	ECONOMIC DEVELOPMENT FUND	38,871.00			38,871.00
300-0150	ASSET FORFEITURE FUND BALANCE	72,160.79			72,160.79
300-0201	SOCIAL SERVICES FUND BALANCE		151,005.15		
300-0204	SCHOOL CONTINGENCY FUND				
300-0205	SCHOOL FUND BALANCE	485.00			
300-0207	GOVERNOR'S SCHOOL FUND (GSSV)	1,429,673.99	101,102.71	1,909,628.40	1,410,300.87
300-0302	CAPITAL PROJECTS FUND BALANCE	401,432.25		722.74	402,154.99
300-0401	DEBT SERVICE FUND				
300-0500	COMPREHENSIVE SERVICES ACT	53,026.92	96,700.20	81,045.20	37,371.92
300-0501	SEWER FUND	36,937.96	44,002.08	25,845.11	18,780.99
300-0515	SEWER RESERVE FUND (DSR)	153,672.08		468.49	154,140.57
300-0540	WATER RESERVE FUND	22,420.87		68.35	22,489.22
300-0545	WATERLINE EXT DSR FUND	38,420.06		117.13	38,537.19
300-0550	IDA OES RD DSR FUND	113,836.72			113,836.72
300-0570	ARP FUND	332,888.41	21,648.64	639.53	311,879.30
300-0580	IPR FUND BALANCE	14,349.17		6.08	14,355.25
300-0715	IDA FUND BALANCE	13,851.15	2,317.09	4,522.50	11,645.74
300-0733	SPECIAL WELFARE FUND BALANCE	30,281.51	22.95	155.10	30,413.66
REVENUE FUND BALANCES					
TOTAL PRIOR YR FUND BALANCE		12,099,279.61	3,737,207.67	7,474,766.74	15,836,838.68
		12,099,279.61	3,737,207.67	7,474,766.74	15,836,838.68
TOTAL REVENUE					
TOTAL EXPENDITURE					
TOTAL CURRENT FUND BALANCE					

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	PREVIOUS BALANCE	DEBIT	CREDIT	ENDING BALANCE
400-0000	**OTHER FUND BALANCES**				
400-0105	OVERPAYMENTS				
400-0110	FREPAID TAXES	44,133.64-	5,411.33	7,666.25-	2,254.92-
400-0140	COMMONWEALTH DEBIT ACCOUNT		69.38	14,380.42-	58,444.68-
400-0150	COMMONWEALTH CREDIT ACCOUNT				
400-0155	NON-JUDICIAL SALES-HOLDING ACCT		274.16		
400-0160	EROSION & SED CONTROL BOND ESCROW			274.16-	128,417.94-
400-0210	COMMONWEALTH FUNDS PAID IN ERROR	1,096.88-		390.31-	1,096.88-
400-0216	ATTORNEY FEES	122.25-	1,276.00		
	OTHER FUND BALANCES	173,380.40-	7,030.87	23,987.14-	122.25-
		173,380.40-	7,030.87	23,987.14-	190,336.67-
500-0000	**UNCOLLECTED TAXES**				
500-0010	PUBLIC SERVICE CORP. TAXES PP/RE	405,411.93			9,386.57
500-0068	UNCOLLECTED 2025 REAL ESTATE TAX	2,551,205.43	3,172.39	2,113,401.01-	440,976.81
500-0069	UNCOLLECTED 2024 REAL ESTATE TAX	159,758.88	35.40	6,106.10-	153,688.18
500-0070	UNCOLLECTED 2023 REAL ESTATE TAX	90,002.73	35.64	3,978.33-	86,060.04
500-0071	UNCOLLECTED 2022 REAL ESTATE TAX	49,456.04	35.64	4,213.83-	45,277.85
500-0072	UNCOLLECTED 2021 REAL ESTATE TAX	28,220.55		2,707.18-	25,513.37
500-0073	UNCOLLECTED 2020 REAL ESTATE TAX	15,479.65		1,698.51-	13,781.14
500-0074	UNCOLLECTED 2019 REAL ESTATE TAX	11,054.41		1,093.98-	9,960.43
500-0075	UNCOLLECTED 2018 REAL ESTATE TAX	8,609.97		1,145.33-	7,464.64
500-0076	UNCOLLECTED 2017 REAL ESTATE TAX	3,650.16		1,032.52-	2,617.64
500-0077	UNCOLLECTED 2016 REAL ESTATE TAX	1,956.35		786.40-	1,169.95
500-0078	UNCOLLECTED 2015 REAL ESTATE TAX	1,424.04		497.28-	926.76
500-0079	UNCOLLECTED 2014 REAL ESTATE TAX	1,379.00		497.28-	881.72
500-0080	UNCOLLECTED 2013 REAL ESTATE TAXES	1,058.06		663.26-	394.80
500-0081	UNCOLLECTED 2012 REAL ESTATE TAXES	948.60		642.60-	306.00
500-0150	UNCOLLECTED 2011 REAL ESTATE TAX	500.91		500.91-	
500-0164	2020 VEHICLE LICENSE TAX	6,823.97		7.70-	6,816.27
500-0165	2021 VEHICLE LICENSE TAX	7,256.19		61.74-	7,194.45
500-0166	2022 VEHICLE LICENSE TAX	8,298.47		115.00-	8,206.47
500-0167	2023 VEHICLE LICENSE TAX	11,178.61	23.00	695.89-	10,505.72
500-0168	2024 VEHICLE LICENSE TAX	25,652.34	46.00	3,109.15-	22,589.19
500-0169	2025 VEHICLE LICENSE TAX	184,523.81	138.00	87,008.94-	97,652.87
500-0193	UNCOLL. 2020 PERSONAL PROPERTY TAX	35,422.21		184.14-	35,238.07
500-0184	UNCOLL. 2021 PERSONAL PROPERTY TAX	38,964.29		233.83-	38,730.46
500-0185	UNCOLL. 2022 PERSONAL PROPERTY TAX	61,967.87	104.22	657.37-	61,414.72
500-0186	UNCOLL. 2023 PERSONAL PROPERTY TAX	93,974.20	95.07	3,687.33-	90,381.94
500-0187	UNCOLL. 2024 PERSONAL PROPERTY TAX	228,434.90	1,443.66	25,994.91-	203,883.65
500-0188	UNCOLL. 2025 PERSONAL PROPERTY TAX	2,545,692.03	4,691.39	1,445,306.76-	1,105,076.66
500-0200	RESERVE UNCOLLECTED COUNTY TAXES	6,578,305.60-	4,101,466.59	9,257.36-	2,486,096.37-
500-0400	UNCOLL MISC FEES	1,519.50			1,519.50
500-0401	RESERVE-MISC FEES	1,519.50-			1,519.50-
500-0800	UNCOLLECTED WATER CHARGES	22,505.36	11,915.44	8,707.15-	25,713.65
500-0810	RESERVE UNCOLLECTED WATER CHARGES	22,505.36-	8,707.15	11,915.44-	25,713.65-
500-0900	UNCOLLECTED SEWER CHARGES	35,462.84	23,269.85	16,268.98-	42,463.71

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	PREVIOUS BALANCE	DEBIT	CREDIT	ENDING BALANCE
500-0910	RESERVE UNCOLLECTED SEWER CHARGES	35,462.84-			42,463.71-
500-1017	UNCOLLECTED 2017 ROLLBACK TAX	167.70	16,268.98	23,269.85-	167.70
500-1018	UNCOLLECTED 2018 ROLLBACK TAX	156.00			156.00
500-1019	UNCOLLECTED 2019 ROLLBACK TAX	144.30			144.30
500-1020	UNCOLLECTED 2020 ROLLBACK TAX	141.37			141.37
500-1021	UNCOLLECTED 2021 ROLLBACK TAX	125.55			125.55
500-1022	UNCOLLECTED 2022 ROLLBACK TAX				
500-1023	UNCOLLECTED 2023 ROLLBACK TAX				
500-1024	UNCOLLECTED 2024 ROLLBACK TAX				
500-1025	UNCOLLECTED 2025 ROLLBACK TAX				
500-1099	RESERVE-UNCOLLECTED ROLLBACK TAXES	734.92-			734.92-
	UNCOLLECTED TAXES		4,171,471.42	4,171,471.42-	
COMMONWEALTH REIMB-PPTRA					
510-2019	COMMONWEALTH REIMB-2019	871,735.92			871,735.92
510-2020	COMMONWEALTH REIMB-2020	871,728.89			871,728.89
510-2021	COMMONWEALTH REIMB-2021	871,671.37			871,671.37
510-2022	COMMONWEALTH REIMB-2022	871,606.87		5.74-	871,601.13
510-2023	COMMONWEALTH REIMB-2023	859,506.68		5.75-	859,500.93
510-2024	COMMONWEALTH REIMB-2024	846,430.81		126.12-	846,304.69
510-2025	COMMONWEALTH REIMB-2025	883,014.02	760.15	871.07-	882,903.10
510-9999	ESTIMATED COMMONWEALTH RESERVE	6,075,694.56-	1,008.68	760.15-	6,075,446.03-
	COMMONWEALTH REIMB-PPTRA		1,768.83	1,768.83-	
	STATE ACCOUNTS		4,173,240.25	4,173,240.25-	
600-0000	ESTIMATED STATE INCOME TAX-2025	11,369.00-			11,369.00-
600-0185	ESTIMATED STATE INCOME TAX-2024				
600-0190	RESERVE UNCOLLECTED STATE TAXES	11,369.00			11,369.00
	STATE ACCOUNTS				
DEBT FUNDS					
700-0000	VPSA-HS/MS LOAN #2	7,900,000.00			7,900,000.00
700-0223	WATERLINE EXT LOAN-USDA	733,824.88			733,824.88
700-0227	PUBLIC FACILITIES NOTE-2009	1,370,273.87			1,370,273.87
700-0236	VPSA-HS/MS LOAN #1	1,455,220.00			1,455,220.00
700-0237	TRUIST 2022A-COMMUNICATIONS EQUIP.	1,794,000.00			1,794,000.00
700-0241	TRUIST 2022B-REFINANCED ELEM LOAN	716,000.00			716,000.00
700-0242	TRUIST 2022B-REFINANCED SEWER LOAN	759,000.00			759,000.00
700-0243	TRUIST 2022B-REFINANCED IDA OES LN	1,460,000.00			1,460,000.00
700-0244	RESERVE DEBT FUND	16,188,318.75-			16,188,318.75-
700-0250	**DEBT FUNDS**				

Transactions for DMV Select

Decmeber 2025

	# Transactions	Total \$	# Helped	# Transactions	Total \$	# Helped
1	78	\$5,703.78		17	\$2,701.93	
2	45	\$4,771.91		18	\$1,670.30	
3	69	\$4,648.69		19	\$2,052.65	
4	43	\$4,301.72		20		
5				21		
6				22	\$2,292.32	
7				23	\$1,145.92	
8				24		
9				25		
10				26		
11				27		
12				28		
13				29	\$6,160.14	
14				30	\$5,887.19	
15	51	\$4,501.64		31	\$3,891.25	
16	48	\$3,721.82		628	\$53,451.26	241

Cumberland County
Building Inspections Department



December
2025
Monthly Report



Building Inspection Monthly Report

December	December 2025	YTD 2025
Singlewides	0	3
Doublewides	1	12
Modular	0	1
New Homes	3	71
Ag & Exempt	0	0
Garages & Carports	1	29
Additions & Remodels	1	36
Misc	39	654
Commercial	0	0
Totals from Above	45	806
Totals from Database	45	806
Total Fees Collected	\$ 6,311.39	\$ 119,492.77
E-911 Fees Collected	\$ 100.00	\$ 2,175.00
Total Estimated Value	\$ 1,750,063.41	\$ 24,521,218.39
Admin. Fees	\$ 210.68	\$ 1,590.05
CO's Issued	3	70

2025 New Business License

December

Business Name

SPE6D

Business Type

Address

40 Bonbrook Rd

Commonwealth Regional Council

December 2025 Items of Interest

Drakes Branch Building Acquisition Project

The Town of Drakes Branch continues to advance its FEMA Hazard Mitigation Grant Program project focused on the acquisition and removal of flood-prone buildings in the Town's Business District. CRC successfully bid out demolition services and hosted a pre-bid conference on November 20, with strong contractor interest. Demolition bids are currently open and will close on January 15, at which time a public bid opening will be held.

BOOMS (Build Opportunities on Main Street) Project

The CRC has officially moved the BOOMS Project into implementation following execution of the grant agreement with the Tobacco Region Revitalization Commission. Consultants have been selected for both phases of the project: Hill Studio for Phase 1 and Place & Main for Phase 2. This super-regional initiative will support fifteen small towns through historic designation efforts, market analysis, and community-driven revitalization planning. Both phases are scheduled to begin in January 2026, with the goal of accelerating downtown redevelopment across the region.

Chowan River Regional Water Supply Plan

Progress continues on the Chowan River 1 Regional Water Supply Plan, led by CRC in partnership with Charlotte, Lunenburg, Nottoway, and Prince Edward Counties. The U.S. Army Corps of Engineers has formally begun work on the plan, including development of the project scope. CRC has provided prior water supply plans, county points of contact, and coordination support as the plan moves toward implementation. The project is expected to officially launch in January 2026, following final execution of the DEQ grant agreement.

Comprehensive Economic Development Strategy (CEDS) Update

CRC staff completed a 30-day public comment period for the updated Comprehensive Economic Development Strategy (CEDS) in accordance with EDA guidance. Public notice was shared through the newspaper, social media, and the CRC website to encourage regional input. The finalized CEDS document will be presented to the CRC Board for consideration and approval at the December meeting, marking a key milestone in advancing the region's long-term economic development strategy.



TRRC Regional Project Development Workshop

CRC staff participated in the Tobacco Region Revitalization Commission (TRRC) Southern Regional Project Development Workshop, held on December 3 at Longwood University. The workshop brought together TRRC staff and funding partners from DEQ, DHCD, VDACS, and Virginia Housing to help localities and organizations strengthen project concepts and align them with available funding programs. Attendees were encouraged to submit Project Review Request forms for early feedback and coordination with funding partners. The FY26 TRRC Southern Virginia grant round is currently open, with applications due February 4, 2026.



Upcoming Funding Opportunities:



Virginia Humanities Regular Grants – FY26 Cycle

 Deadline: April 30, 2026  Up to \$15,000

Funds projects exploring Virginia's history, culture, and communities through public programs or exhibits.

Ideal for regional tourism, preservation, and cultural engagement.


Virginia Housing Community Impact – Stabilization & Deconstruction Grants

 Deadline: April 30, 2026  Varies by project

Supports demolition, deconstruction, or site prep for unsafe or blighted residential structures.

Great for local revitalization and housing redevelopment efforts.



Assistance to Firefighters Grant (AFG)

 Expected opening: Late 2025 / Early 2026

Funds PPE, equipment, training, and vehicles for fire departments.

VFDs should prepare early by updating SAM.gov registration and financial documentation.

TRRC – Southern Virginia Program (FY26)

 Deadline: February 4, 2026  \$4 million total

Funds projects in agribusiness, business development, tourism, and sites/infrastructure across eligible Tobacco Region localities.

Applicants should review program guidelines early and prepare strong match commitments and supporting documentation.

Grant Applications Submitted

DCR - Community Flood Preparedness Fund
Commonwealth Regional Council - Portion of a staff position and development of a Regional Resilience Plan - \$ 419,990.98

T-Mobile - Hometown Grants (in progress)
Ellis Acres - Trail development, Parking improvements, and outdoor park equipment - \$ 50,000

The CRC provides free grant writing services for member localities and local 501C3 non-profits.

Commonwealth Regional Council

2025 Annual Items of Interest

A Year of Regional Progress & Partnership

Year-at-a-Glance Metrics



\$3,423,803
in Grant funding
awarded to region



56 Applications
submitted for grants
on behalf of localities



464 Installations
of Fiber Broadband
built-out in region



8 Homes
built for low to moderate
income workforce in region

Regional Engagement & Training

Trainings & Workshops Held

- FOIA & COIA Training
- Environmental Grants Workshop
- Cybersecurity Training
- 3 Rain Barrel Workshops

Trainings & Conferences Attended

- Small Town's Conference
- NADO Training Conference
- VAPDC Training Conference
- VGFOA Training Conference
- ESRI UC25 Conference
- Connected America '25
- Futures Summit
- NFIP Essentials Training
- State Hazard Mitigation Working Group
- Virginia Highway Safety Summit
- Title VI Training
- Various VDOT Trainings
- Various DEQ Trainings
- Various Watershed Roundtables

Project Spotlight

Economic Development

- Launch of Virginia's Heartland Regional Economic Development Alliance (VHREDA)
- Regional BOOMS Revitalization Initiative
- Development of the Comprehensive Economic Development Strategy (CEDs)
- Multiple Comprehensive Plans Developed for Localities

Transportation

- Regional Engagement in VDOT Locality Day
- Joining the Regional Transportation Coalition

Housing

- Regional Housing Study Launch
- CRC's Workforce Housing Grant Program

Environmental

- Regional Water Supply Planning (Roanoke River 3 & Chowan Regions)
- Launch of the Regional BMP Task Force



May the year to
come be filled
with happiness
and blessings!



Commonwealth Regional Council
CommonwealthRC.org
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