

**REGULAR MEETING OF THE FARMVILLE TOWN COUNCIL**  
**HELD ON JANUARY 12, 2022**

At the regular meeting of the Farmville Town Council held on Wednesday, January 12, 2022, at 7:00 p.m., in the Council Chamber of the Town Hall, located at 116 North Main Street, Farmville, Virginia, there present were Mayor David E. Whitus, presiding, and Council members D.E. Dwyer, A.D. Reid, B.R. Vincent, T.M. Pairet, and S.O. Amos.

The staff present were the Town Manager C. Scott Davis; Acting Director of Finance Carol Anne Seal; Chief of Police Andy Ellington, Town Attorney Gary Elder, Director of Community Development Lee Pambid, Director of Public Works Robin Atkins, IT Support Ashley Austin, and Deputy Clerk Jackie Vaughan.

The Mayor called the meeting to order, welcomed guests and announced Reverend Nancy Meck, Pastor of Johns Memorial Episcopal Church would provide the invocation, followed by the Pledge of Allegiance led by Vice-Mayor Reid.

The Clerk called the roll, noting G.C. Cole and D.L. Hunter as absent.

Mayor suspended the regular order of business and asked the Clerk to read a Resolution of Appreciation in recognition of WFLO Radio. Mr. Vincent made a motion to adopt the resolution as presented, seconded by Mr. Pairet, and with a recorded vote of Council Members Reid, Vincent, Pairet, Amos, and Dwyer voting “yes”, the resolution was adopted. Mayor asked Chris and Francis Wood to join him down front as he presented the Resolution. Mayor returned to the regular order of business.

**TOWN OF FARMVILLE**  
**RESOLUTION OF APPRECIATION**  
**OF**  
**WFLO RADIO**

**WHEREAS**, WFLO, the iconic “Hometown” radio station has served central Virginia for almost 75 years and together WFLO-AM 870 and WFLO-FM 95.7 offered a wide variety of musical entertainment as well as news, weather, sports coverage and a local events calendar; and

**WHEREAS**, the award-winning “Call Flo Show” and “The Trading Post Hotline” gained large listening audiences; and

**WHEREAS**, the iconic radio station produced popular programs such as “The Beach Show” and “Retro Rock-N-Roll” with Ron Moody, “The Swinging Years”, Wood’s weekday “Lunch Break”, “Sunday Night Bluegrass with Henry Fulcher”, and “Sunday Morning with William Lynn”; and

**WHEREAS**, WFLO expanded their programming with popular weekend shows such as Chris Brochon’s “The Standards” and Wood’s “Saturday Morning Jukebox”; and

**WHEREAS**, WFLO won many broadcasting awards over the years and was chosen by the Smithsonian Institute to represent small market radio stations during its Folk-Life exhibits; and

**NOW THEREFORE BE IT RESOLVED**, that the Council for the Town of Farmville does join with WFLO’s listening audience to express its appreciation for providing quality broadcasting services; and

**BE IT FURTHER RESOLVED**, that a copy of this Resolution of Appreciation be placed in the Minute Book of the Farmville Town Council, and a copy be presented to Francis Wood, who served as President and General Manager of Farmville’s iconic “Hometown” radio station.

Adopted this 12th day of January 2022, by the Farmville Town Council, Farmville, Virginia.

Approved:

Attest:

\_\_\_\_\_  
David E. Whitus, Mayor

\_\_\_\_\_  
Mary H. McKay, Clerk

**PRESENTATION: BROWN EDWARDS & COMPANY, L.L.P. FOR THE TOWN’S 2020-2021 AUDIT**

Town Manager introduced Julie Moore from Brown Edwards. Ms. Moore reported the audit started in June and finished mid-December and expressed appreciation to the Acting Director of Finance Carol Anne Seal and her staff in helping during the long process. Ms. Moore reported meeting earlier in the evening with the Finance Committee to review the details of the audit. Most importantly, the Town received a clean, unmodified opinion this year as well as no new

findings. Also, some of the previous findings decreased in significance and some went away altogether.

**PUBLIC COMMENT PERIOD**

There were no speakers, and Mayor closed the public comment period and returned to the regular order of business.

**APPROVAL OF THE CONSENT AGENDA**

On the motion by Mr. Dwyer, seconded by Mr. Vincent and with all Council members voted “aye”, the consent agenda was approved. The consent agenda includes the draft minutes of the regular December 1, 2021, Work Session of the Farmville Town Council, the regular December 8, 2021, Town Council meeting, and the December 21, 2021, Special Called Meeting.

**APPROVAL OF THE TREASURER’S REPORT**

On the motion by Mr. Reid, seconded by Mr. Vincent, and with all Council members voting “aye,” the Treasurer’s Report was approved as submitted.

**BACKGROUND:**

Ms. Seal provided a brief overview of the December Treasurer’s Report. Under the Unrestricted Funds, the quarterly VDOT highway funds were received. Business Licenses have been mailed out and are due the end of February. The percentage collected of real estate through January 11, 2022 is 95.90% and personal property tax is 95.19%.

**DISCUSSION: REDISTRICTING**

Town Manager provided a quick overview before introducing Melody Foster with the Commonwealth Regional Council. There were some questions in prior discussions with Council Members. The last census was in 2011, and there shows at a March 9, 2011, meeting a discussion about redistricting committees for the five wards and that some Council members had requested certain people be on the Redistricting committee. Two days later the former Town Manager sent out a memo to Mayor Newman and members of Council at that time and named a committee of certain individuals. The following individuals were listed: Dr. Edna Dean, Dr.

Chuck Ross, Patty Cooper Jones, Lisa Hricko, Cindy Morris, Gerald Spates and several Longwood students. Mr. Davis reported Melody Foster shared with him that she and Cindy Morris did the heavy lifting of working through drawing the district lines together looking at the populations. Mr. Davis reported not having a record of this but assumes the work was taken to the Committee and then brought back to Council for a Public Hearing and approval.

Town Manager introduced Melody Foster and advised she has been asked to help with the Town's redistricting. Ms. Foster shared a comparison map from 2010 to 2020 on the screen, noting some differences in the redistricting process from last time. The General Assembly passed legislation requiring that in the State of Virginia, localities use reallocated prisoner population for redistricting purposes. The Virginia Division of Legislative Services was responsible for gathering and supplying that data to localities to use in redistricting. Demographic data was not gathered from the reallocated prisoner population. Ms. Foster reported the US Census injected noise into the data for privacy protections. If it was thought that a census block would divulge too much information, that number would be spread out in surrounding areas. There are two very specific instances in Farmville where noise has been injected that the Virginia Department of Legislative Services advises we must work with these numbers. There is a census block with -93. Also, there is a census block which is a parking lot just north of Green Front which shows 573 people living in that block. There is nothing but a parking lot there, and it goes to the river where the bridge crosses the Appomattox River. Ms. Foster reported the current results for each district and advised what should be achieved is +/- 5% in each election district:

District A shown in red is a -10.54

District B shown in yellow is a -19.85

District C shown in blue is a -12.06

District D shown in green is a - .55

District E shown in tan is 43.07

Ms. Foster advised the process is a matter of moving blocks around to achieve what you need in your numbers. Mayor asked Ms. Foster how to handle the noise, particularly the 573 people living in a parking lot? Ms. Foster advised there is really nothing she can do. The Town could raise a challenge to the census, unfortunately though while still having to move forward with the

redistricting. Mayor clarified that in the meantime the 573 people living in the parking lot must be counted in a ward. Mayor noted the Code states a new Redistricting plan must be in place 60 days prior to the elections which would be a June primary, so we have until April to have a plan in place. Mayor asked how Council would like to proceed. It was suggested that one or two staff work with Ms. Foster to get the process started. Mr. Reid inquired if there could be citizen input. Mayor suggested one or two staff could work and develop a plan and there could be a committee that could look at the plan and have input.

Mayor inquired concerning a question that has been brought up to him. Mayor stated, "I know when the State Redistricting Commission started on their task, they were tasked with not considering where individual legislators lived and I assume when you do this for the Town, you do not look at where individual Council people live and make sure their district is 'protected.'" Ms. Foster advised it is up to Council, but the town can set its policy of what it wants to do. A brief discussion was held of the district wards, the at-large Council members, and possibly noting the physical addresses of Council members. Ms. Foster noted the redistricting should be contiguous and compact.

Town Manager introduced the new Community Development Director, Lee Pambid. Mr. Pambid began in his new position mid-December. Mayor welcomed Mr. Pambid who then gave an overview of a game plan for the redistricting. Town Manager's recommendation to Council is to let Lee Pambid and Ashley Austin work with the Commonwealth Regional Council, come with a recommendation either to Council and have a Public Hearing to let the Town know what the districts are and have their input, or to a separate committee that looks at the work they have done and refer it back to Town Council.

Mr. Reid stated he preferred there be community involvement with the committee so once we, Mr. Pambid and Ms. Austin do their job, there be a committee from the community to discuss and see exactly where we stand.

Mayor noted with the timeline constraints, a plan needs to be approved at the April Council Meeting.

Ms. Foster reported the deadline specifically was December 31<sup>st</sup> but it was understood that no locality was going to meet that deadline because of the huge delay in getting the census data. Most localities are trying to ensure the redistricting is completed at least 60 days before the most recent election which is a June primary.

Mayor clarified Town Manager, Mr. Pambid and Ms. Austin will start working with Ms. Foster, and then we can work on a committee if that's the desire of Council, and then even with the committee, we still must have a Public Hearing to hear comments before Council can adopt.

Ms. Foster reported at least one scenario should be available by the next Council meeting unless there are any problems.

Mayor clarified with Town Manager, if a challenge to the noise in the census would be filed or let it pass by. Town Manager stated it is up to Council but doesn't know if filing a challenge would impact the redistricting at this point and what that would cause overall. Mayor noted sounds like we deal with it and move on, and asked what is the pleasure of Council?

Mr. Pairet noted being stuck with what we have and questioned if the census was challenged and a change was made, would it be too late for our fall elections regardless.

Town Manager noted doesn't think it will be reviewed and back before we must decide before the June primary. Mr. Pairet then Mayor noted to keep moving forward.

#### **DISCUSSION OF COVID REVENUE LOSS/ARPA FUNDS**

At the Special Called Meeting on December 21, 2021, it was requested the Town Manager and Acting Finance Director provide a report at the next meeting. The Town Manager reported the Work Session was not needed and cancelled. Carol Anne Seal and her staff had to change the numbers from fiscal year to calendar year for this method. Our auditors were provided the information and working with us came up with some final revenue loss numbers in calendar year. However, on January 7<sup>th</sup> information was received the US treasury issued a final rule. There were interim rules in place, not a final rule, and that was something that could be an issue down the road. A final rule has been issued which has made some changes. Our auditors need to review the amount of revenue loss and how it is calculated. Town Manager reported not having the numbers at this time because we want them to be accurate before reporting.

#### **REQUEST AUTHORIZATION FOR THE TOWN MANAGER TO SIGN AN OPTION AGREEMENT WITH AC POWER, LLC.**

On a motion by Mr. Vincent, seconded by Mrs. Amos, and with a recorded vote with Council members Vincent, Amos, Dwyer, Pairet, and Reid voting "yes", a motion was approved to authorize the Town Manager to sign an Option Agreement with AC Power, LLC.

## LAND LEASE OPTION AGREEMENT

**THIS** Option Agreement (the "Option Agreement"), effective as of \_\_\_\_\_, \_\_\_\_\_ (the "Effective Date"), by and between the Town of Farmville ("OPTIONOR"), a Town in the Commonwealth of Virginia, whose workplace is at \_\_\_\_\_, and AC Power 11, LLC, a Delaware limited liability corporation whose workplace is at 465 Grand Street Suite 5, New York, NY 10002 ("OPTIONEE"). OPTIONOR and OPTIONEE together are the "Parties".

**WHEREAS**, OPTIONOR owns approximately 51.2 acres of certain real property defined as the Farmville Municipal Landfill located at 501 Industrial Park Road, Farmville, VA 23901; Tax Parcels: 0023000(0A)00-008 (hereinafter referred to as the "Premises");

**WHEREAS**, OPTIONEE desires to lease from OPTIONOR that certain portion of Real Property identified below;

**WHEREAS**, the Parties intend to enter into a definitive Solar Site Lease Agreement after certain conditions are mutually agreed upon between the Parties;

**WHEREAS**, OPTIONEE requires a period of time in order to conduct due diligence and other activities for the purpose of obtaining a viable interconnection agreement ("IA") with Dominion Energy, obtain local non-ministerial permits, and eligibility under Shared Solar Program and/or other solar incentives;

**WHEREAS**, OPTIONEE may make certain applications for designations and/or permits on behalf of the OPTIONOR in order to assess the feasibility of installing the solar facility, and OPTIONOR hereby consents to such activities.

**NOW, THEREFORE**, OPTIONOR and OPTIONEE hereby agree as follows:

- Grant of Option.** OPTIONOR is the owner of the Premises. For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and the mutual promises set forth herein, OPTIONOR hereby gives and grants unto OPTIONEE, an exclusive and irrevocable option (the "Option") to enter into a Solar Site Lease Agreement for approximately 25 acres of the Premises (the "Leased Premises") for the purposes of installing and operating an approximate 4.79 MW-dc solar facility ("Facility") on approximately the Leased Premises.
- Option Term.** The term of this Option shall be for twenty-four (24) months from the Effective Date (the "Option Term"), unless otherwise extended upon mutual agreement of the Parties or terminated in accordance with this Agreement. The Option Term will expire automatically on the earlier of (i) the failure of OPTIONEE to pay the first quarterly payment as set forth in Section 4; (ii) the end of the Option Term; or (iii) upon

the execution of a Solar Site Lease Agreement (as defined below). OPTIONEE may terminate this Option Agreement prior to the expiration of the Option Term by providing OPTIONOR with written notice thereof and thereafter this Option Agreement shall be null and void and of no further force and effect and no Party shall have any further liability hereunder.

3. **Option Payment.** On the six-month anniversary of the Effective Date, OPTIONEE shall pay OPTIONOR \$1,500 and shall then pay such amount on a quarterly basis thereafter, until the Parties sign a Solar Site Lease Agreement, the OPTIONEE terminates this agreement, or this Option expires.
4. **Solar Site Lease Agreement.** During the Option Term, the OPTIONEE and OPTIONOR shall use best efforts to execute a solar site lease agreement (the "Solar Site Lease Agreement") for the Leased Premises, provided that the OPTIONEE: (i) obtains an acceptable interconnection study (in OPTIONEE's sole determination) and an acceptable interconnection agreement from Dominion Energy with respect to the interconnection of the Facility(s); (ii) determined that the Facility is technically and economically feasible on the Leased Premises (in OPTIONEE's sole determination); (iii) has obtained non-ministerial permits from the local, county and state authorities, and (iv) obtains an allocation of incentives for the Facility. It is anticipated that the lease terms will consist of the following terms, however, the final lease terms will be further negotiated by the Parties during the Option Term: 1) the term of the Solar Site Lease Agreement will commence on the date such lease is executed (anticipated to be the construction commencement date of the Facility) (the "Commencement Date"); and, 2) terminate twenty-five (25) years after the commercial operation date of the Facility, provided however, the 25 year term is automatically renewed for up to two (2) additional terms of five (5) years each (together, the "Lease Term"), unless OPTIONEE notifies OPTIONOR of its intention not to renew sixty (60) days prior to commencement of the succeeding renewal term.

The rent during the Lease Term shall be \$8,500 per MW-dc installed (calculated using installed Nameplate Capacity) per annum with an annual escalator of 1.5%. The Nameplate Capacity is defined as the installed capacity as approved by Dominion Energy. If the Nameplate Capacity increases during the Lease Term the rent payment will increase accordingly.

5. **Indemnification.** From and after the time that OPTIONEE has been on the Premises, OPTIONEE hereby indemnifies, and holds OPTIONOR and OPTIONOR's affiliates and/or their respective employees, officers and directors harmless from all costs and expenses, liabilities, obligations, damages (exclusive of consequential or punitive damages), penalties, claims, or actions, (including reasonable attorneys' fees), arising from: (i) loss of life, personal injury or damage to property, occurring in, on or about the Premises to extent resulting from the acts or omissions of OPTIONEE or OPTIONEE's affiliates, officers, employees, guests, agents, contractors, consultants and/or invitees, and (ii) violations of or noncompliance with any applicable laws or governmental requirements pertaining to the conduct of OPTIONEE or OPTIONEE's affiliates, agents

or contractors.

From and after the time that OPTIONEE has been on the Premises, OPTIONOR hereby indemnifies, and holds OPTIONEE and OPTIONEE's affiliates and/or their respective employees, officers and directors harmless from all costs and expenses, liabilities, obligations, damages (exclusive of consequential or punitive damages), penalties, claims, or actions, (including reasonable attorneys' fees), arising from: (i) loss of life, personal injury or damage to property, occurring in, on or about the Premises to the extent resulting from the acts or omissions of OPTIONOR or OPTIONOR's affiliates, officers, employees, guests, agents, contractors, consultants and/or invitees; and (ii) violations of or noncompliance with any applicable laws or governmental requirements pertaining to the conduct of OPTION or OPTIONOR's affiliates, agents or contractors.

6. **Inspections and Investigations.** OPTIONOR hereby grants to OPTIONEE, its officers, agents, employees and independent contractors the right and privilege to enter upon the Premises after the date of this Option Agreement, to perform or cause to be performed on the Premises any tests, inspections, studies or surveys that may be required in association with the permitting and design of the Facility. OPTIONOR shall cooperate in facilitating OPTIONEE's access to the Premises as needed, and OPTIONEE shall not unreasonably interfere with OPTIONOR's use of the Premises in conducting these activities.
7. **Insurance.** OPTIONEE and its contractors and/or consultants shall maintain customary general liability insurance while on the Premises during the Period of this Option Agreement.
8. **Confidentiality.** OPTIONOR agrees not to disclose or permit to be disclosed any documentation or information provided by OPTIONEE ("Confidential Information"), without the prior written approval of OPTIONEE. Neither Party shall disclose or use any Confidential Information of the other for any purpose. Each Party will be responsible for any unauthorized use or disclosure by any of its employees, representatives, agents or consultants to whom it has disclosed Confidential Information. Each Party will promptly notify the other upon discovery of any unauthorized use or disclosure of the Confidential Information. Upon the expiration or termination of this Agreement, OPTIONOR shall return to OPTIONEE or destroy all Confidential Information of OPTIONEE, and in all circumstances, OPTIONOR shall be required to keep OPTIONEE Confidential Information confidential for as long as it remains in OPTIONOR's possession, even after the termination of this Agreement.
9. **Marketing.** During the term of this Option Agreement, OPTIONOR shall not market and shall neither solicit nor accept any additional offers to lease, sale of or grant an easement over the Premises for any purpose.
10. **Governing Law.** This Option Agreement shall be governed by the laws of the Commonwealth of Virginia without regard to its conflicts of law principles. Both Parties submit to personal jurisdiction in Virginia and further agree that any controversy, claim or cause of action arising under, relating to, incidental to or in connection with this

Agreement shall be brought in Prince Edward County, Virginia. The Parties hereby irrevocably and unconditionally waive any objection to the laying of venue of any action, suit or proceeding arising out of this Agreement, or the transactions contemplated hereby, in the courts of the Commonwealth of Virginia or the United States of America, and hereby further irrevocably and unconditionally waive and agree not to plead or claim in any such court that any such action, suit or proceeding brought in any such court has been brought in an inconvenient forum.

11. **Counterparts.** This Option Agreement may be executed in one or more counterparts, including facsimile counterparts, each of which shall be deemed an original, but all of which will be deemed one instrument. Signatures may be given via facsimile and/or email and any such facsimile and/or email signatures shall be treated in the same fashion as original signatures and shall be binding on the Parties.
12. **Representations and Warranties.** Both OPTIONOR and OPTIONEE hereby represent and warrant to the other that this Option Agreement: (a) has been validly executed and delivered by it, (b) has been duly authorized, and (c) with respect to the matters set forth herein. Any and all information exchanged between the Parties is provided “AS IS.”
13. **Entire Agreement.** This Option Agreement constitutes the entire agreement of the Parties relating to the transactions contemplated hereby and supersedes all prior discussions, negotiations or agreements with respect to these matters, whether oral or written.
14. **Waiver.** No waiver by either party of any default or breach of any of the terms or conditions of this Option Agreement shall constitute a waiver of any prior or subsequent default or breach hereunder.
15. **Notices.** All notices, requests, or consents provided for or permitted to be given under this Option Agreement must be in writing and are effective on actual receipt by the intended recipient or by delivery by facsimile or e-mail.

The Parties do not, by reason of entering into this Option Agreement, in any way whatsoever or for any purpose become partners of each other, agents, joint-ventures or members of a joint enterprise. The matters set forth in this Option Agreement constitute an option only, and do not constitute a binding agreement for lease of the Property between OPTIONOR and OPTIONEE. Any such Solar Site Lease Agreement shall only arise as a result of the negotiation, execution and delivery of a written definitive agreement as contemplated herein and having terms and conditions satisfactory to OPTIONOR and OPTIONEE. Neither party hereto may bring any claim or action against the other party as a result of a failure to agree on or enter into any definitive Solar Site Lease Agreement.

**IN WITNESS WHEREOF, OPTIONOR and OPTIONEE** have executed this Agreement as of the date affixed to their signatures below.

**OPTIONOR:**

**Town of Farmville**  
116 N. Main Street  
P.O. Drawer 368  
Farmville, VA 23901

**By:**

**Name:**

**Title:**

**Date:**

**OPTIONEE:**

**AC Power 11, LLC**  
465 Grand Street Suite 5  
New York, NY 10002

**By:**

**Name:** Annika Colston

**Title:** Member

**Date:**

**BACKGROUND:**

A verbal report was provided by the Town Manager. The Land Lease Option Agreement is another step in the solar project at the closed landfill the Town owns. This agreement gives AC Power LLC their lease options and allows for more due diligence to work with Dominion and some other potential sub-contractors.

**APPOINTMENT TO THE BOARD OF ZONING APPEALS**

The Personnel Committee was scheduled to meet and review the applications for the one vacancy. Mayor reported due to healthcare situations, the committee was not able to meet today at 5:30 PM. The appointment will be moved to the next Council meeting to allow the Personnel Committee the opportunity to review the multiple applications.

**DISCUSSION: EXTENSION OF COVID LEAVE**

On a motion by Mr. Reid, seconded by Mr. Dwyer, and with a recorded vote with Council members Amos, Dwyer, Pairet, Reid, and Vincent voting “yes”, a motion was approved to extend the COVID-19 leave for Town employees through the end of the fiscal year until June 30, 2022.

**BACKGROUND:** The Town Manager provided a verbal report noting an increase in COVID cases in our area and thinks the leave should be extended a little longer so that employees do not feel that have to use their personal time off. Employees can use up to eighty hours if they have not previously used the leave. He recommended that Council extend the time period through the end of the fiscal year until June 30, 2022.

**DISCUSSION: APPOINTMENT TO THE FARMVILLE INDUSTRIAL DEVELOPMENT AUTHORITY**

Town Manager provided a verbal report noting there are several positions that are expiring at the end of February. Mayor noted topic will be discussed at the February meeting.

**REFUND PARTIAL PAYMENT ON 2021 BUSINESS LICENSE FOR KENTUCKY FRIED CHICKEN C/O BACON ENTERPRISES INC.**

On a motion of Mr. Pairet, seconded by Mr. Vincent, and with a recorded vote with Council members Pairet, Reid, Vincent, Amos, and Dwyer, and voting “yes”, a motion was approved to issue a partial refund of \$546.88 to Kentucky Fried Chicken C/O Bacon Enterprises, Inc. on 2021 Business License.

**BACKGROUND:**

Kentucky fried chicken-bacon enterprises inc. sold their franchise on 11-2-21. New owners have purchased a license. Personal property tax and utility bills have been paid.

**STANDING COMMITTEE REPORTS**

Public Safety Committee, Mr. Hunter, Chairman

Parks/Recreations Committee, Mr. Vincent, Chairman

Infrastructure Committee, Mr. Pairet, Chairman

Personnel Committee, Mr. Reid, Chairman

Finance and Ordinance Committee, Mr. Cole, Chairman

No reports were provided from committee members.

**STAFF REPORTS**

Town Manager commended several groups of Town employees, the essential personnel in the Public Works, Emergency Communications Center and Fire and Rescue, and reported how well they performed especially during storm situations with the recent inclement weather and wanted to let all the employees know how proud he is and appreciative of their efforts. Mayor also noted Mr. Davis being involved and on site with the crews and reported there is no substitute for being out there and seeing for yourself how things really operate.

Chief Andy Ellington reported on the shooting incident last Christmas Eve on South Main Street. The shooter has been identified with warrants on file and the Police Department is actively seeking his whereabouts at this time. He also reported on the loud noise complaints talked about several months ago. One of the first cases came in today. There were two juveniles in Court and Mr. Elder accompanied the Officers to Court. Both juveniles pled guilty, and Chief reported the Judge did not seem to have a problem with the Ordinance and instructed the juveniles if they did not take care of the problem and came back to Farmville, they were subject to get another ticket. There is another case coming up in the General District Court next month.

Chief Ellington advised over the past several months, there have been a lot of trailer thefts in the Town, Prince Edward County as well as Cumberland and Buckingham counties. Last Tuesday night, one trailer was stolen from the old Title Max building on South Main Street. The new camera system placed at Milnwood and South Main caught the vehicle entering the parking lot and leaving with the trailer. All the other cameras down Main Street towards Route 45 caught the vehicle coming through Town. With the assistance of the Cumberland County Sheriff's office, the vehicle was identified. The same person is involved in stealing the trailers.

Chief reported on his exhausted overtime budget this year and checked on an available grant for overtime pay. The Department applied for \$25,000 in overtime funds, and last week was awarded the grant. An \$8,300 match must be paid within a year so the amount can be worked into our upcoming budget for next year.

**COMMENTS BY THE MAYOR AND MEMBERS OF TOWN COUNCIL**

None noted.

There being no other business, on a motion by Mr. Vincent, seconded by Mr. Dwyer, and with all Council members voting "aye", the meeting was adjourned at 7:53 PM

APPROVED:

ATTEST:

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David E. Whitus, Mayor

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Mary H. McKay, Clerk