



Town of Farmville

Town Council

September 9, 2026 at 6:00 PM
Council Chamber of the Town Hall
116 North Main Street, Farmville, VA

AGENDA

- 1. Call to Order**
- 2. Roll Call**
- 3. Invocation**
- 4. Pledge of Allegiance**
- 5. Adoption of Agenda**
- 6. Declaration of Personal Interest**
- 7. Public Hearing**
- 8. Public Comment Period**
- 9. Consent Agenda**
 - a. Draft Minutes of the 2026-08-05 Work Session and 2026-08-12 Regular Council Meeting
- 10. Finance Report**
 - a. July and August 2026 Finance Report
- 11. Old Business**
- 12. New Business**
 - a. Request Approval of Recycling Service Agreement with Meridian Waste Virginia LLC
- 13. Town Manager's Report**
- 14. Comments by Mayor and Town Council**
- 15. Closed Session**
 - a. 2.2-3711 A.1. Discussion of performance of the Town Manager



Town of Farmville

Agenda Item Summary

MEETING DATE: September 9, 2026

ITEM NUMBER: 9.a. – Draft Minutes of the 2026-08-05 Work Session and 2026-08-12 Regular Council Meeting

BACKGROUND:

RECOMMENDATION: Accept the Consent Agenda as presented

FISCAL IMPACT:

ATTACHMENTS:

1. 2026-08-05 Work Session-DRAFT
2. 2026-08-12 Regular Council Mtg-DRAFT

REGULAR WORK SESSION OF THE FARMVILLE TOWN COUNCIL
HELD ON AUGUST 5, 2026

At the regular work session of the Farmville Town Council held on Wednesday, August 5, 2026, at 6:00 PM, in the Council Chamber of the Town Hall, located at 116 North Main Street, Farmville, Virginia, there were present Mayor Brian Vincent, presiding, and Council members Sallie Amos, Daniel Dwyer, Tommy Pairet, Adam Yoelin, Donald Hunter, and John Hardy.

Staff present were Town Manager Scott Davis, Town Attorney Gary Elder, Chief of Police Andy Ellington, Public Works Director Stephen Edwards, Captain William Hogan, Fire Chief Daniel Clark, Community Development Director Ashley Atkins-Austin, Town Planner Robert Dvorak, Deputy Clerk and IT Support Jacqueline Vaughan, and Clerk of Council Mary McKay.

Mayor Vincent called the meeting to order, and all guests were welcomed.

The Clerk called the roll, noting Council members A.D. “Chuckie” Reid and Adam Yoelin were absent. Council member Adam Yoelin, however, entered the meeting at 6:10 PM.

ADOPTION OF AGENDA

Mr. Dwyer made a motion to adopt the agenda as presented, seconded by Mr. Hunter, and with all stating “aye” in favor, the motion passed.

DECLARATION OF PERSONAL INTEREST

There were no declarations of personal interest made.

FINANCE REPORT

With the Finance Director’s absence, Town Manager Davis summarized the June 2026 reports. The June financial report reflects the Town’s preliminary, unaudited FY26 year-end results. Although the reports include activity through June 30, 2026, the figures will change slightly as the annual audit is completed and year-end adjusting entries are recorded. Overall, revenues and expenditure remain within expected ranges for the fiscal year. It was asked that any questions be held until the following week, when Ms. Moore would return.

PROPOSED RESOLUTION NO. 2026-08-01 – AMENDING THE COMPREHENSIVE PLAN
ADOPTED ON JULY 1, 2020

Town Manager Davis noted the item was for discussion only and explained that the Planning Commission had held its public hearing and voted to recommend approval of the amended Comprehensive Plan to Town Council. A public hearing is scheduled for the August 12,

2026, Regular Council Meeting, with consideration of a vote by the Council. Staff were available to answer any questions. No discussion was held.

PROPOSED ORDINANCE NO. 248 – AMENDING THE LAST PARAGRAPH REGARDING ENFORCEMENT IN SECTION 10-17(f) AND FEE IN SECTION 10-19, TABLES 1, 2, AND 3 OF CHAPTER 10 – EROSION AND STORMWATER MANAGEMENT TO COMPLY WITH CHANGES OF THE COMMONWEALTH OF VIRGINIA

Town Manager Davis provided a summary, explaining that the Commonwealth of Virginia had increased its fees and that the Town's ordinance needed to be amended to remain consistent with the changes. No discussion was held.

DISCUSSION: WATER AND SEWER TAP REBATES

Updated cost sheets were provided for review. The discussion focused on how tap fee costs are estimated. Tap fee costs are based on updated actual costs, employee labor, materials, and equipment rates modeled after VDOT cost schedules. Actual costs can vary depending on the time required for each project, distance, and number of materials. There was some continued interest in offering a rebate. The current residential (single family/duplex) tap fee was noted as \$4,000 for water plus \$4,000 for sewer, or \$8,000 total per tap. The Town's cost is approximately \$11,000. Apartment/commercial fees were noted as a different rate.

TOWN MANAGER'S REPORT

Town Manager Davis stated he would provide a report the following week.

COMMENTS BY MAYOR AND TOWN COUNCIL

Mr. Hardy asked for an update on the status of the Sign Committee. Mayor Vincent advised that he would announce the ad hoc committee members during his comments.

Mr. Yoelin apologized to his ward and town for his tardiness to the meeting. He also recognized Jake Romaine for reinvesting in his High Street property, noting that the new roofs looked good, expressing appreciation for Mr. Romaine's efforts.

Mr. Pairet thanked Town staff for the hard work during the recent storm damage and thanked everyone involved with the cleanup.

Mr. Dwyer echoed Mr. Pairet's comments. He was out of town and received notification of the storm damage and expressed appreciation for the work done.

Mrs. Amos thanked Town staff for their work responding to and cleaning up after the recent storm. She also had been out of town during the storm and appreciated how quickly the cleanup was completed.

Mayor Vincent thanked the Public Works and Public Safety employees for their response to the storm damage, noting that residents had reached out to him. He announced the members of the ad hoc Sign Committee as Dan Dwyer (Town Council), Cam Patterson (Farmville Planning Commission), Jake Romaine (Farmville Downtown Partnership), and Cheryl Gee (Benchmark Community Bank). From his review of the Comprehensive Plan, one statistic stood out that approximately 27% of land within the town limits is vacant or undeveloped, excluding floodplain areas, and he emphasized the opportunity for infill development when it comes time for ordinance discussion, subdivision ordinance and zoning, in addressing the lack of a variety of housing options.

CLOSED SESSION 2.2-3711 A.29. DISCUSSION OF THE AWARD OF A PUBLIC CONTRACT INVOLVING THE EXPENDITURE OF PUBLIC FUNDS, INCLUDING INTERVIEWS OF BIDDERS OR OFFERORS, AND DISCUSSION OF THE TERMS OR SCOPE OF SUCH CONTRACT, WHERE DISCUSSION IN AN OPEN SESSION WOULD ADVERSELY AFFECT THE BARGAINING POSITION OR NEGOTIATING STRATEGY OF THE PUBLIC BODY

On motion by Mr. Dwyer, seconded by Mr. Hunter, and with Council members Pairret, Yoelin, Hunter, Hardy, Amos, and Dwyer voting “yes”, Council went into closed session under the provisions of Paragraph A.29. of Section 2.2-3711, Discussion of the award of a public contract involving the expenditure of public funds, including interviews of bidders or offerors, and discussion of the terms or scope of such contract, where discussion in an open session would adversely affect the bargaining position or negotiating strategy of the public body.

CERTIFICATION OF CLOSED MEETING

WHEREAS, the Farmville Town Council has convened a closed meeting on this date pursuant to an affirmative recorded vote and in accordance with the provisions of the Virginia Freedom of Information Act; and

WHEREAS, Section 2.2-3712 of the Code of Virginia requires a certification by the Farmville Town Council that such closed meeting was conducted in conformity with Virginia law;

NOW, THEREFORE, BE IT RESOLVED that the Farmville Town Council hereby certifies that, to the best of each member’s knowledge, only public business matters lawfully exempted from open meeting requirements by Virginia law were discussed in the closed meeting to which this certification resolution applies, and only such public business matters as were identified in the motion convening the closed meeting were heard, discussed or considered by the Farmville Town Council.

VOTE: Six ayes, No noes

MOTION: Dwyer SECOND: Hunter

AYES: Yoelin, Hunter, Hardy, Amos, Dwyer, and Pairet

NOES: None

ABSENT DURING VOTE: Reid

ABSENT DURING MEETING: Reid

Clerk of Council

Mayor Vincent expressed his gratitude to Vice-Mayor Reid for filling in during his absence at the last regular meeting.

With no further business to discuss, Mrs. Amos made a motion to adjourn, seconded by Mr. Hardy, and with all stating “aye” in favor, the meeting adjourned at 7:06 PM.

APPROVED:

ATTEST:

Brian R. Vincent, Mayor

Mary H. McKay, Clerk of Council

REGULAR MEETING OF THE FARMVILLE TOWN COUNCIL
HELD ON AUGUST 12, 2026

At the regular meeting of the Farmville Town Council held on Wednesday, August 12, 2026, at 6:00 PM in the Council Chamber of the Town Hall, located at 116 North Main Street, Farmville, Virginia, there were present Mayor Brian Vincent, presiding, and Council members Sallie Amos, A.D. “Chuckie” Reid, Daniel Dwyer, Adam Yoelin, Donald Hunter, and John Hardy.

Staff present were Town Manager Scott Davis, Town Attorney Gary Elder, Deputy Town Manager/Finance Director Julie Moore, Chief of Police Andy Ellington, Captain William Hogan, Fire Chief Daniel Clark, Community Development Director Ashley Atkins-Austin, Town Planner Robert Dvorak, Public Works Director Stephen Edwards, Deputy Clerk and IT Support Jacqueline Vaughan, and Clerk of Council Mary McKay.

Mayor Vincent called the meeting to order, and all guests were welcomed.

The Clerk called the roll, noting Council member Thomas Pairet was absent.

An invocation was led by Mayor Vincent for anyone wishing to join in prayer. Vice-Mayor Reid led the Pledge of Allegiance.

ADOPTION OF AGENDA

Mr. Hunter made a motion to adopt the agenda as presented, seconded by Mr. Reid, and with all stating “aye” in favor, the motion passed.

DECLARATION OF PERSONAL INTEREST

There were no declarations of personal interest made.

INTRODUCTION OF FARMVILLE POLICE DEPARTMENT NEW OFFICERS

Chief of Police Andy Ellington introduced four new officers, Preston Nilles, Hannah Robinette, James Barr, and Connor McBride, and provided a detailed summary of their service and achievements. The new officers were welcomed to the department.

PUBLIC HEARING – RESOLUTION NO. 2026-08-01 – AMENDING THE COMPREHENSIVE PLAN ADOPTED ON JULY 1, 2020

Mayor Vincent opened the public hearing on Resolution No. 2026-08-01. With no one signed up to speak, the public hearing was closed.

PUBLIC HEARING – ORDINANCE NO. 248 – AMENDING THE LAST PARAGRAPH REGARDING ENFORCEMENT IN SECTION 10-17(F) AND FEE IN SECTION 10-19, TABLES 1, 2, AND 3 OF CHAPTER 10 – EROSION AND STORMWATER MANAGEMENT TO COMPLY WITH THE CHANGES OF THE COMMONWEALTH OF VA

Mayor Vincent opened the public hearing on Ordinance No. 248. No one signed up to speak at the public hearing.

PUBLIC COMMENT PERIOD

Chuck Ross, 1910 Woodland Trail, Farmville, addressed the Council to voice his opposition to the proposed data center near Persimmon Tree Fork Road, emphasizing that the matter affects the Town as well as the County. He asked Council to consider the potential impact on residents' quality of life and property values and to consider passing a resolution prohibiting the use of Town water and sewer services for the data center.

David Tillgforgh, Farmville, addressed the Council to find out if a viewpoint was held on the proposed data center. He urged Council members to become informed on the topic in how the benefits have been underdelivered and the liabilities have been hidden. He mentioned that options for development are available that would capitalize on our competitive advantages without sacrificing the environment.

Allison Crews, 2790 W. Third, Farmville, addressed the Council to ask for all to be mindful of the vulnerable populations in the community. She expressed concern for traffic safety at the intersection of West Third Street, Fairgrounds Road, Layne Street, and Waterworks Road and recently spoke with Public Works to request signage at that intersection. She voiced concerns about the community's preparedness during emergencies.

With no one else signed up to speak, Mayor Vincent closed the public comment period. He mentioned for informational purposes, that the public comment period is intended for speakers to address the entire council, not engage in back-and-forth dialogue. This ensures everyone receives equal treatment and prevents any one speaker from being given preferential interaction. Follow-up can be held afterwards.

CONSENT AGENDA

Mr. Hardy made a motion to accept the Consent Agenda as presented, seconded by Mr. Dwyer, and with all stating "aye" in favor, the motion passed. The Consent Agenda included the draft minutes of the July 1, 2026, Work Session, and the July 8, 2026, Regular Council Meeting.

FINANCE REPORT

Mr. Reid made a motion to accept the June 2026 Finance Report as presented, seconded by Mr. Hunter, and with all stating "aye" in favor, the motion passed.

BACKGROUND: Finance Director Julie Moore reported on the June 2026 Finance Report and advised that the July and August reports will be provided in September. A review was made of the income earned:

- Virginia Investment Pool (VIP) – \$12,002;
- Benchmark Community Bank sweep accounts – \$4,687;
- Local Government Investment Pool (LGIP) – \$22,290;
- SNAP account – \$40,216;
- Total earned income for June \$79,195.

REQUEST TO ADOPT RESOLUTION NO. 2026-08-01 – AMENDING THE COMPREHENSIVE PLAN ADOPTED ON JULY 1, 2020

Mrs. Amos made a motion to adopt Resolution No. 2026-08-01 – Amending the Comprehensive Plan Adopted on July 1, 2020, seconded by Mr. Hunter, and with a recorded vote of Council members Hunter, Hardy, Amos, Reid, Dwyer, and Yoelin voting “yes”, the motion passed.

BACKGROUND: At their July 15, 2026, meeting, the Farmville Planning Commission voted to recommend approval of the Comprehensive Plan to Town Council. A Public Hearing was held on August 12, 2026.

RESOLUTION NO. 2026-08-01

WHEREAS, the Town of Farmville is amending the Comprehensive Plan adopted on July 1, 2020; and

WHEREAS, the Comprehensive Plan is the Town’s key policy document for land use, development, housing, infrastructure, transportation, and related economic and social issues; and

NOW, THEREFORE, BE IT RESOLVED, by the Town of Farmville Town Council, this Comprehensive Plan amends the adopted Comprehensive Plan adopted on July 1, 2020; and

BE IT FURTHER RESOLVED, that this resolution shall be effective on August 12, 2026.

Approved: _____
Mayor

Attest: _____
Clerk of Council

I certify that the above resolution was:

Adopted on _____.

Ayes: _____. Nays: _____. Absent: _____. Abstain: _____.

The Honorable A.D. “Chuckie” Reid: _____.

The Honorable Sallie O. Amos _____.

The Honorable Daniel E. Dwyer _____.

The Honorable Tommy Pairt _____.

The Honorable Adam Yoelin _____.

The Honorable Donald L. Hunter _____.

The Honorable John Hardy _____.

REQUEST TO ADOPT ORDINANCE NO. 248 – AMENDING THE LAST PARAGRAPH REGARDING ENFORCEMENT IN SEC. 10-17 (F) AND FEE IN SECT. 10-19, TABLES 1, 2, AND 3 OF CHAPTER 10 – EROSION AND STORMWATER MANAGEMENT TO COMPLY WITH CHANGES OF THE COMMONWEALTH OF VA

Mr. Dwyer made a motion to adopt Ordinance No. 248, seconded by Mrs. Amos, and with a recorded vote of Council members Hardy, Amos, Reid, Dwyer, Yoelin, and Hunter voting “yes”, the motion passed.

BACKGROUND: Recent legislative action increased the Department of Environmental Quality fees. The Town’s ordinance needed to be aligned with the new state-imposed stormwater management charges. A Public Hearing was held on August 12, 2026.

ORDINANCE NO. 248

Amending the last paragraph regarding enforcement in Section 10-17 (f) and fee in Section 10-19, Tables 1, 2, and 3 of Chapter 10 – Erosion and Stormwater Management to comply with changes of the Commonwealth of Virginia

THE TOWN OF FARMVILLE HEREBY ORDAINS:

1. Amending the last paragraph regarding enforcement in Section 10-17 (f) and fee in Section 10-19, Tables 1, 2, and 3 of Chapter 10 – Erosion and Stormwater Management to comply with changes of the Commonwealth of Virginia:

Sec. 10-17. - Enforcement.

Each day during which the violation is found to have existed shall constitute a separate offense. In no event shall a series of specified violations arising from the same operative set of facts result in civil penalties that exceed a total of ~~\$10,000.00~~ **\$32,500.00**, except that a series of violations arising from the commencement of land-disturbing activities without an approved plan for any site shall not result in civil penalties that exceed a total of ~~\$10,000.00~~ **\$32,500.00**. *However, for a land-disturbing activity that (i) disturbs an area measuring at lease 10,000 square feet but less than one acre in an area not designated as a Chesapeake Bay Preservation Area pursuant to the Chesapeake Bay Preservation Act (§ 62.1-44.15:67 et.seq.) and (ii) is not part of a larger common plan of development or sale that disturbs one or more acres of land, the civil penalty shall not exceed \$5,000 for each violation, and a series of violations arising from the same set of facts shall not exceed \$50,000.00.*

Sec. 10-19. - Fees.

Table 1: Fee Schedule

Fee Type	Total fee to be paid by applicant (includes both VESMP authority and department portions)	Department portion of “total fee to be paid by applicant” (based on 28% of total fee paid*)
Erosion and Stormwater Management Plan Review	\$200.00 plus \$15.00 per acre or portion thereof.	\$0.00
Town Land Disturbance Permit (Land disturbance acreage of 10,000 square feet or greater)	\$200.00 plus \$15.00 per acre or portion thereof.	\$0.00
Single Family Residential (Agreement in Lieu of)	\$50.00	\$0.00

General/Stormwater Management—Small Construction Activity/Land Clearing (Areas within common plans of development or sale with land disturbance acreage less than 1 acre)	\$290.00 \$450.00	\$81.00 \$135.00
General/Stormwater Management—Small Construction Activity/Land Clearing (Sites or areas within common plans of development or sale with land disturbance acreage equal to or greater than 1 acre and less than 5 Acres)	\$2,700.00 \$4,100.00	\$756.00 \$1,230.00
General/Stormwater Management—Large Construction Activity/Land Clearing (Sites or areas within common plans of development or sale with land disturbance acreage equal to or greater than 5 acres and less than 10 acres)	\$3,400.00 \$5,100.00	\$952.00 \$1,530.00
General/Stormwater Management—Large Construction Activity/Land Clearing (Sites or areas within common plans of development or sale with land disturbance acreage equal to or greater than 10 acres and less than 50 acres)	\$4,500.00 \$6,800.00	\$1,260.00 \$2,040.00
General/Stormwater Management—Large Construction Activity/Land Clearing (Sites or areas within common plans of development or sale with land disturbance acreage equal to or greater than 50 acres and less than 100 acres)	\$6,100.00 \$9,100.00	\$1,708.00 \$2,730.00
General Stormwater Management—Large Construction Activity/Land Clearing (Sites or areas within common plans of development or sale with land disturbance acreage equal to or greater than 100 acres)	\$9,600.00 \$14,300.00	\$2,688.00 \$4,290.00

* If the project is completely administered by the department such as may be the case for state or federal project or projects covered by individual permits, the entire applicant fee shall be paid to the department.

- a) Fees for the modification or transfer of registration statements from the general permit issued by the department shall be imposed in accordance with Table 2. If the general permit modifications result in changes to stormwater management plans that require additional review by the Town of Farmville, such reviews shall be subject to the fees set out in Table 2. The fee assessed shall be based on the total disturbed acreage of the site. In addition to the general permit modification fee, modifications resulting in an increase in total disturbed

acreage shall pay the difference in the initial permit fee paid and the permit fee that would have applied for the total disturbed acreage in Table 1.

Table 2: Fees for the modification or transfer of registration statements for the General Permit for Discharges of Stormwater from Construction Activities

Type of Permit	Fee Amount
General / Stormwater Management – Small Construction Activity/Land Clearing (Areas within common plans of development or sale with land disturbance acreage less than 1 acre)	\$20.00 \$30.00
General / Stormwater Management – Small Construction Activity/Land Clearing (Sites or areas within common plans of development or sale with land disturbance acreage equal to or greater than 1 and less than 5 acres)	\$200.00 \$320.00
General / Stormwater Management – Large Construction Activity/Land Clearing (Sites or areas within common plans of development or sale with land disturbance acreage equal to or greater than 5 acres and less than 10 acres)	\$250.00 \$400.00
General / Stormwater Management – Large Construction Activity/Land Clearing (Sites or areas within common plans of development or sale with land disturbance acreage equal to or greater than 10 acres and less than 50 acres)	\$300.00 \$480.00
General / Stormwater Management – Large Construction Activity/Land Clearing (Sites or areas within common plans of development or sale with land disturbance acreage equal to or greater than 50 acres and less than 100 acres)	\$450.00 \$720.00
General / Stormwater Management – Large Construction Activity/Land Clearing (Sites or areas within common plans of development or sale with land disturbance acreage equal to or greater than 100 acres)	\$700.00 \$1,120.00

- b) The following annual permit maintenance shall be imposed in accordance with Table 3, including fees imposed on expired permits that have been administratively continued. With respect to the general permit, these fees shall apply until the permit coverage is terminated. General permit coverage maintenance fees shall be paid annually to the Town of Farmville, by the anniversary date of general permit coverage. No permit will be reissued or automatically continued without payment of the required fee. General permit coverage maintenance fees shall be applied until notice of termination is effective.

Table 3: Permit Maintenance Fees

Type of Permit	Fee Amount
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General/ Stormwater Management—Small Construction Activity/Land Clearing (Areas within common plans of development or sale with land disturbance acreage less than 1 acre)	\$50.00 <i>\$80.00</i>
General/Stormwater Management—Small Construction Activity/Land Clearing (Sites or areas within common plans of development or sale with land disturbance equal to or greater than 1 acre and less than 5 acres)	\$400.00 <i>\$650.00</i>
General/Stormwater Management—Small Construction Activity/Land Clearing (Sites or areas within common plans of development or sale with land disturbance equal to or greater than 1 acre and less than 5 acres)	\$500.00 <i>\$800.00</i>
General/Stormwater Management—Large Construction Activity/Land Clearing (Sites or areas within common plans of development or sale with land disturbance acreage equal to or greater than 10 acres and less than 50 acres)	\$650.00 <i>\$1,050.00</i>
General/Stormwater Management—Large Construction Activity/Land Clearing (Sites or areas within common plans of development or sale with land disturbance acreage equal to or greater than 50 acres and less than 100 acres)	\$900.00 <i>\$1,450.00</i>
General/Stormwater Management—Large Construction Activity/Land Clearing (Sites or areas within common plans of development or sale with land disturbance acreage equal to or greater 100 acres)	\$1,400.00 <i>\$2,250.00</i>

2. This ordinance shall be in full force and effect upon passage.

Approved: _____
Mayor

Attest: _____
Clerk of Council

I certify that the above ordinance was:

Adopted on _____.

Ayes: _____. Nays: _____. Absent: _____. Abstain: _____.

The Honorable A.D. “Chuckie” Reid: _____.

The Honorable Sallie O. Amos _____.

The Honorable Daniel E. Dwyer _____.

The Honorable Tommy Pairat _____.

The Honorable Adam Yoelin _____.

The Honorable Donald L. Hunter _____.

The Honorable John Hardy _____.

TOWN MANAGER’S REPORT

Town Manager Davis provided several updates:

- The splash pad bathroom project was put out to bid, but an award was not made from the three responses received. Two were very overpriced and one was underpriced. A 50/50 Land/Water Conservation grant through the Department of Conservation and Recreation was identified which may help offset rising construction costs and supplement the funds already set aside. The Town plans to apply with a decision expected by early October.
- The written specifications for Venable Street are complete, and the full bid document is expected to be released Friday of this week.
- The Emergency Communication Center renovations are currently out for bid. Once bids are received, a contractor will be selected and construction will begin, requiring closed meetings to be held in a different location during the renovation period.
- The groundbreaking for the fire station addition and renovation will be held this Friday at noon.
- Regarding High Street, before moving the project out to bid, staff are waiting for clarification on the CCTV inspection of the force main because questions remain about what is shown.

COMMENTS BY MAYOR AND TOWN COUNCIL

Mr. Hardy asked whether the Fairgrounds Road intersection referenced by Allison Crews during the public comment period could be discussed, including what had been requested and whether additional signage or a flashing yellow light is possible. The Town Manager stated that he was not aware of the conversation but would follow up with the Public Works Director and discuss at the work session.

Mr. Yoelin asked whether the Town Manager's office could be used for [closed session] meetings while the emergency communications room is under renovation. It was noted that the conference room is available for Council's use at any time.

Mr. Dwyer thanked the Planning Commission for its hard work on the Comprehensive Plan and recognized the significant effort members devoted to the project.

Mayor Vincent stated he would miss Friday's groundbreaking ceremony because he would be attending a research methods and data analysis boot camp at UVA's Batten School of Leadership and Public Policy, where he will begin a master's degree in public policy this fall. He noted that many students he has met want to serve in public office but are reticent because of the way public disagreements are often handled. He encouraged all to recognize one another's dignity and humanity, even during disagreement, so good people are not discouraged from public service. He followed Mr. Dwyer's comments and thanked Planning Commission members for their work on the Comprehensive Plan and upcoming subdivision ordinance reviews, and welcomed and thanked those serving on the sign ordinance committee.

CLOSED SESSION 2.2-3711 A.1. DISCUSSION AND CONSIDERATION OF A PROSPECTIVE CANDIDATE FOR APPOINTMENT TO THE FARMVILLE PLANNING COMMISSION

On motion by Mr. Yoelin, seconded by Mr. Hunter, and with Council members Amos, Reid, Dwyer, Yoelin, Hunter, and Hardy voting "yes", Council went into closed session under the provisions of Paragraph A.1. of Section 2.2-3711, discussion and consideration of a prospective candidate for appointment to the Farmville Planning Commission.

CERTIFICATION OF CLOSED MEETING

WHEREAS, the Farmville Town Council has convened a closed meeting on this date pursuant to an affirmative recorded vote and in accordance with the provisions of the Virginia Freedom of Information Act; and

WHEREAS, Section 2.2-3712 of the Code of Virginia requires a certification by the Farmville Town Council that such closed meeting was conducted in conformity with Virginia law;

NOW, THEREFORE, BE IT RESOLVED that the Farmville Town Council hereby certifies that, to the best of each member's knowledge, only public business matters lawfully exempted from open meeting requirements by Virginia law were discussed in the closed meeting to which this certification resolution applies, and only such public business matters as were identified in the motion convening the closed meeting were heard, discussed or considered by the Farmville Town Council.

VOTE: Six ayes, No noes

MOTION: Yoelin SECOND: Hunter

AYES: Reid, Dwyer, Yoelin, Hunter, Hardy, and Amos

NOES: None

ABSENT DURING VOTE: Pairret

ABSENT DURING MEETING: Pairret

Clerk of Council

APPOINTMENT TO THE FARMVILLE PLANNING COMMISSION

Mr. Yoelin made a motion to appoint Bruce Davis to the Farmville Planning Commission with a term ending on June 30, 2030, to fill the expired term of Rhett Weiss, seconded by Mr. Hardy, and with a recorded vote of Council members Dwyer, Yoelin, Hunter, Hardy, Amos, and Reid voting "yes", the motion passed.

BACKGROUND: Rhett Weiss' term on the Farmville Planning Commission ended on June 30, 2026, and he did not seek reappointment.

There being no other business and on a motion by Mr. Reid, seconded by Mr. Hunter, with all stating "aye" in favor, the meeting adjourned at 6:40 PM.

APPROVED:

ATTEST:

Brian R. Vincent, Mayor

Mary H. McKay, Clerk of Council



Town of Farmville

Agenda Item Summary

MEETING DATE: September 9, 2026

ITEM NUMBER: 10.a. – July and August 2026 Finance Report

BACKGROUND: Verbal report by Deputy Town Manager/Finance Director Julie Moore

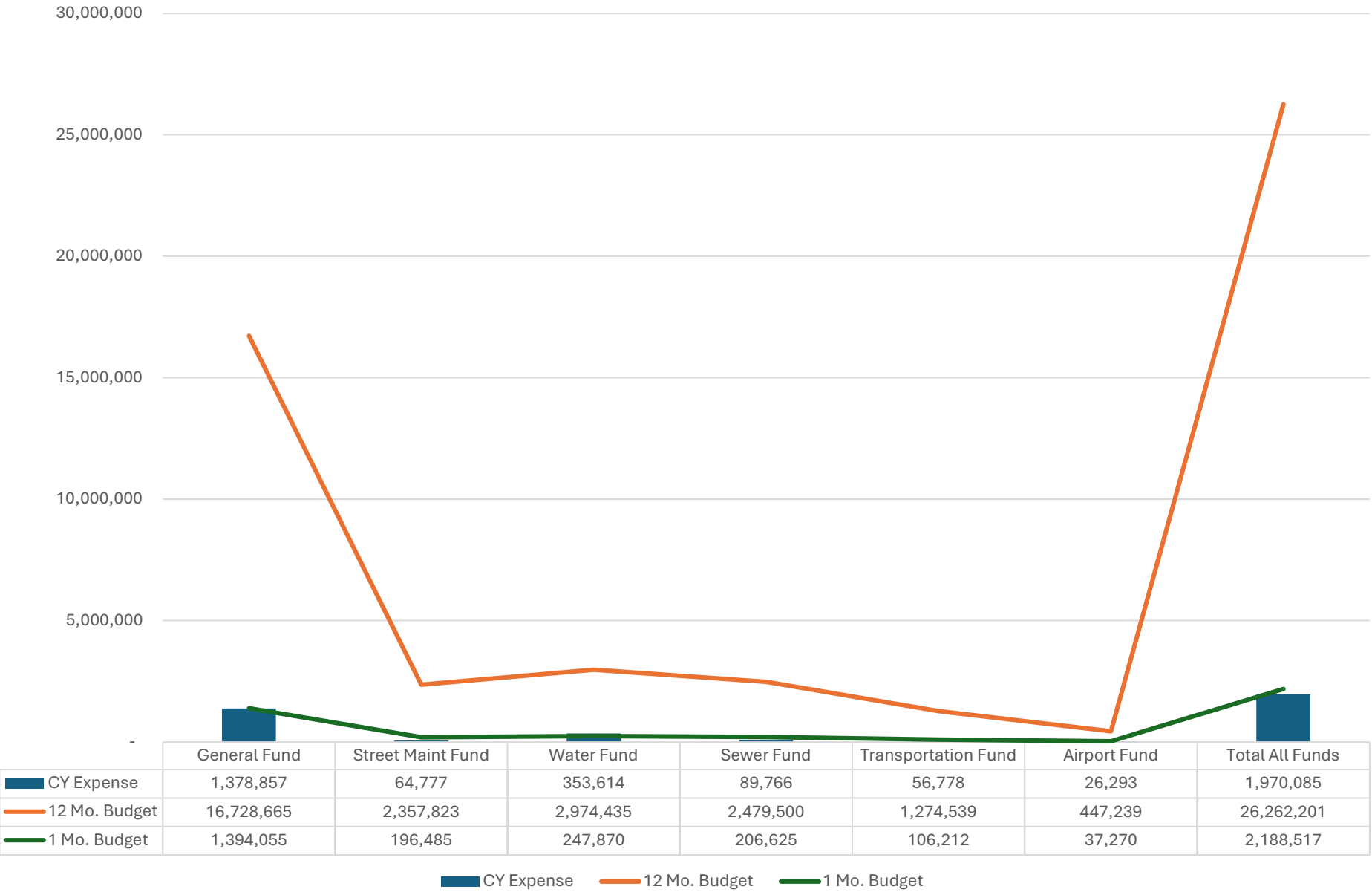
RECOMMENDATION: Accept the Finance Report as presented

FISCAL IMPACT:

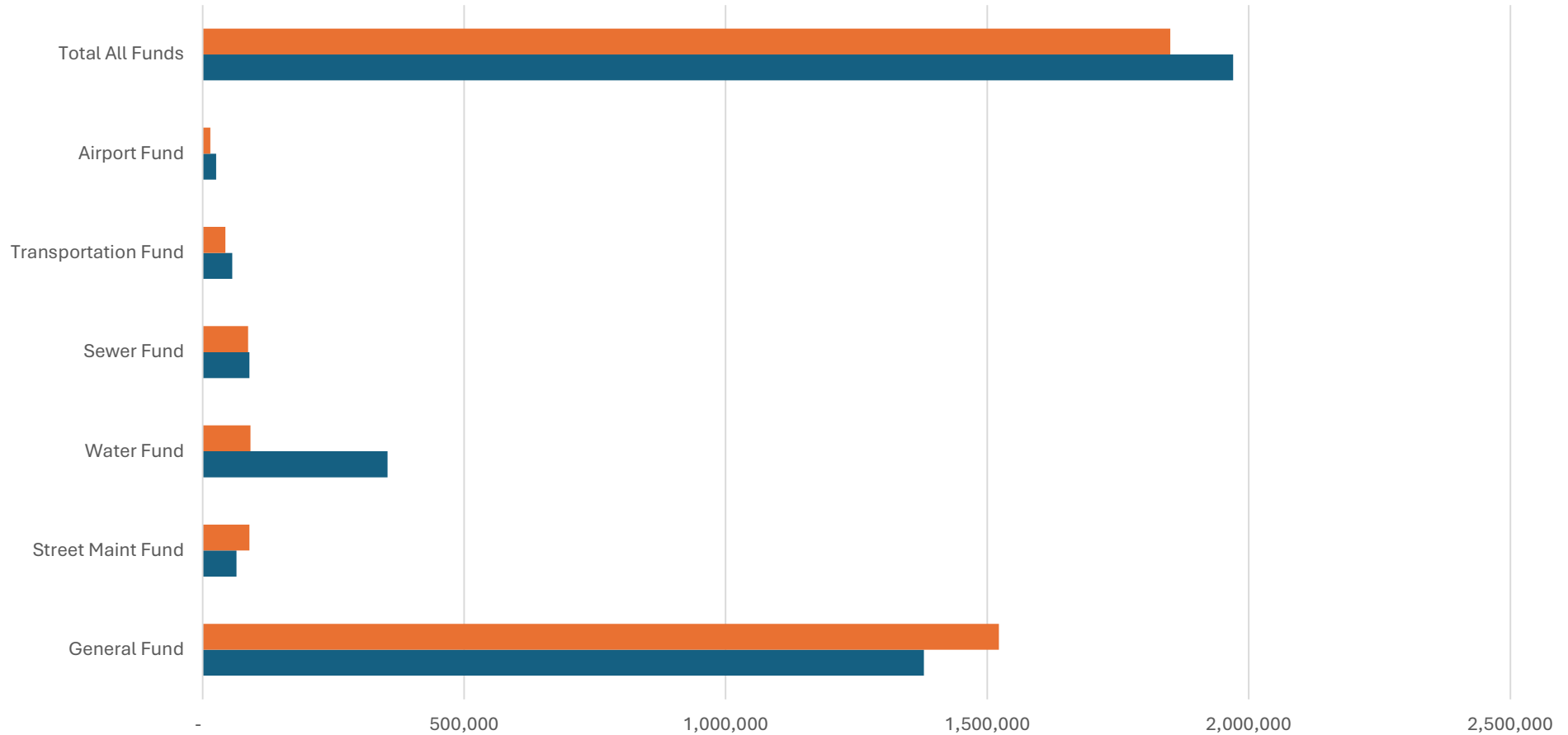
ATTACHMENTS:

1. Expense - All Funds Vs Budget - July 2026
2. Expense - All Funds Vs PY - July 2026
3. Expense - Dept Vs Budget - July 2026
4. Expense - Dept Vs PY - July 2026
5. Revenue - All Funds Vs. Budget - July 2026
6. Revenue - GF Vs Budget - July 2026
7. Revenue - GF Vs PY - July 2026
8. Revenue -All Funds Vs PY - July 2026
9. Revenue Report - July 2026
10. Salary Report - July 2026
11. Finance Report - July 2026
12. Finance Report - August 2026
13. Rescue Squad Expenses thru 7.31.26
14. Rescue Squad 2026-2027 Expenses-Aug'26
15. Rescue Squad 2026-2027-YTD Expenses thru 7.31.26
16. Rescue Squad 2026-2027 YTD thru 8.31.26
17. Variable Revenue-July'26 Charts
18. Variable Revenue-Aug'26-Charts

July 2026 YTD Expenses Vs. Budgeted - by Fund



Fund Total Expenses Current Year Vs. Prior Year - July 2026



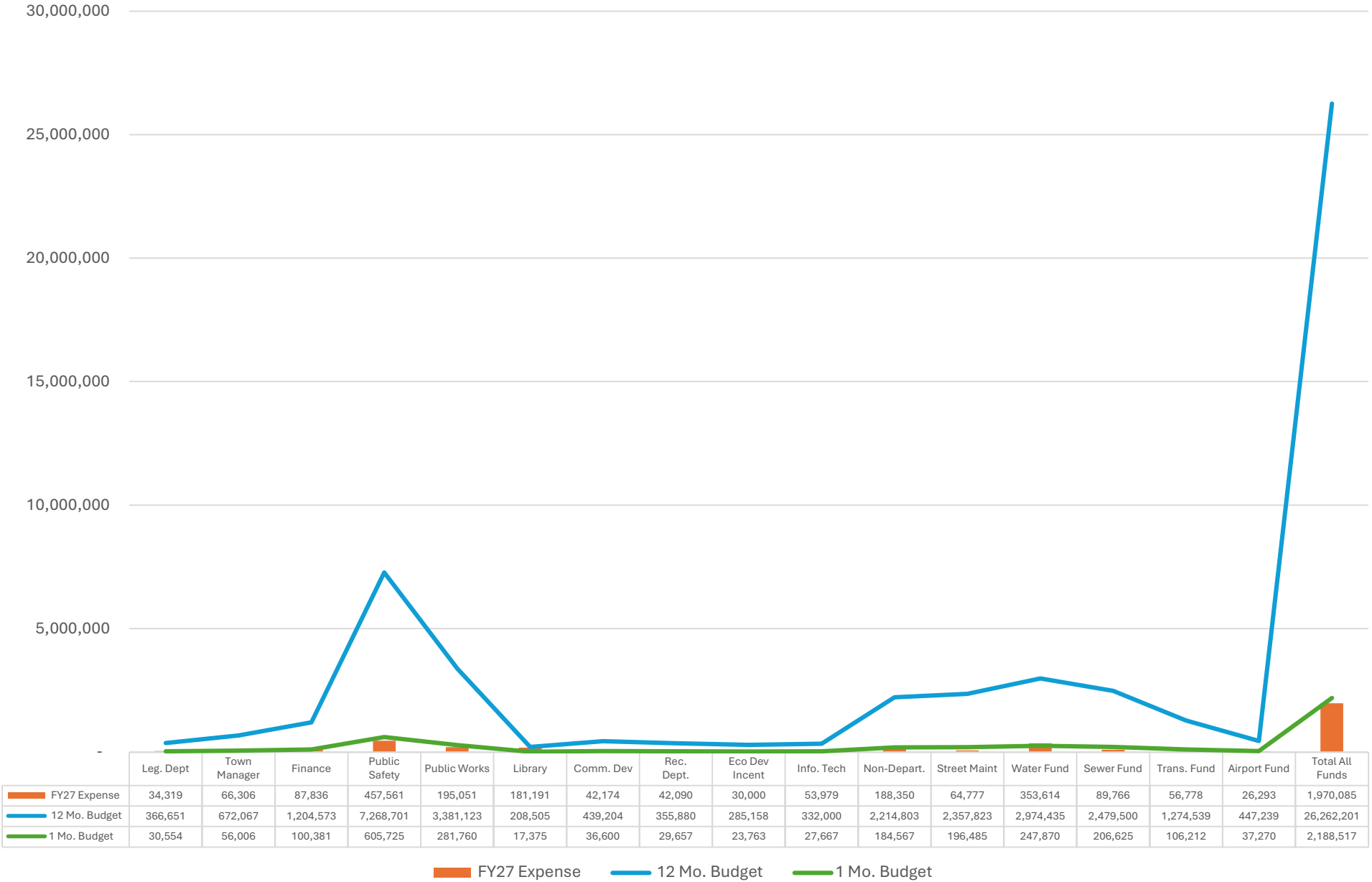
	General Fund	Street Maint Fund	Water Fund	Sewer Fund	Transportation Fund	Airport Fund	Total All Funds
■ PY Expenses	1,522,673	89,615	91,674	87,205	43,909	14,969	1,850,045
■ CY Expense	1,378,857	64,777	353,614	89,766	56,778	26,293	1,970,085

■ PY Expenses ■ CY Expense

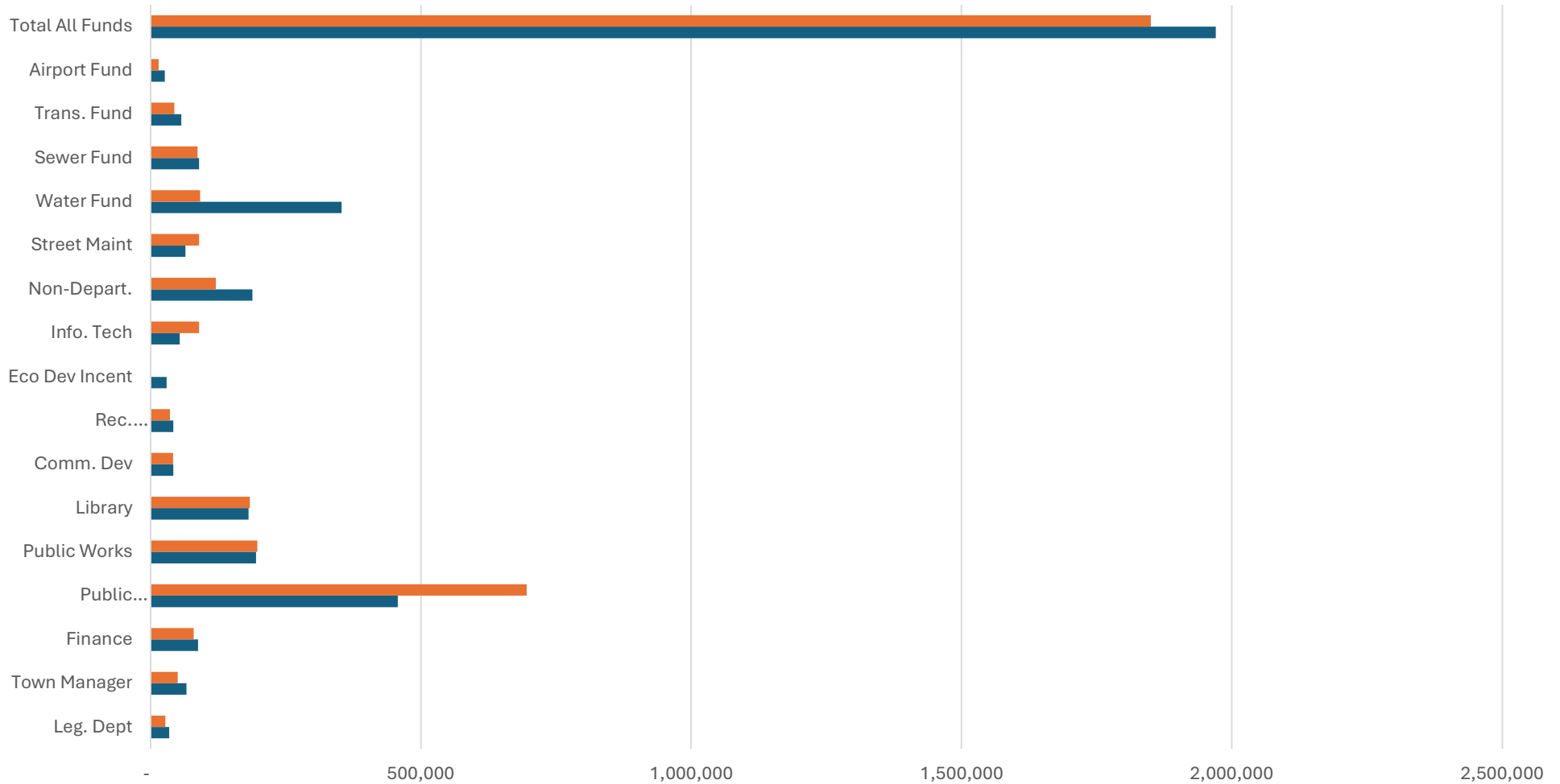
Notes on comparisons:

Water Fund: Expenses are higher than the prior year primarily due to timing differences. The current year includes the principal and interest payments on the ABM project, which were recorded in August in the prior year, as well as interfund allocation reimbursements that are now being recorded monthly as incurred rather than as a cumulative adjustment in a subsequent month.

July 2026 - YTD Expenses Vs. 12 Month Budget and 1 Month Budget



Current Year Expenses Vs. Prior Year Expenses - July 2026



■ FY26 Expense ■ FY27 Expense

Current Year Vs. Prior Year Notes:

Public Safety: Expenses are lower than the prior year because FY26 included several significant one-time costs that were not incurred in July FY27, including approximately \$62,000 in dispatch grant expenses, \$140,000 for new fire radios, and \$94,000 for two police vehicles.

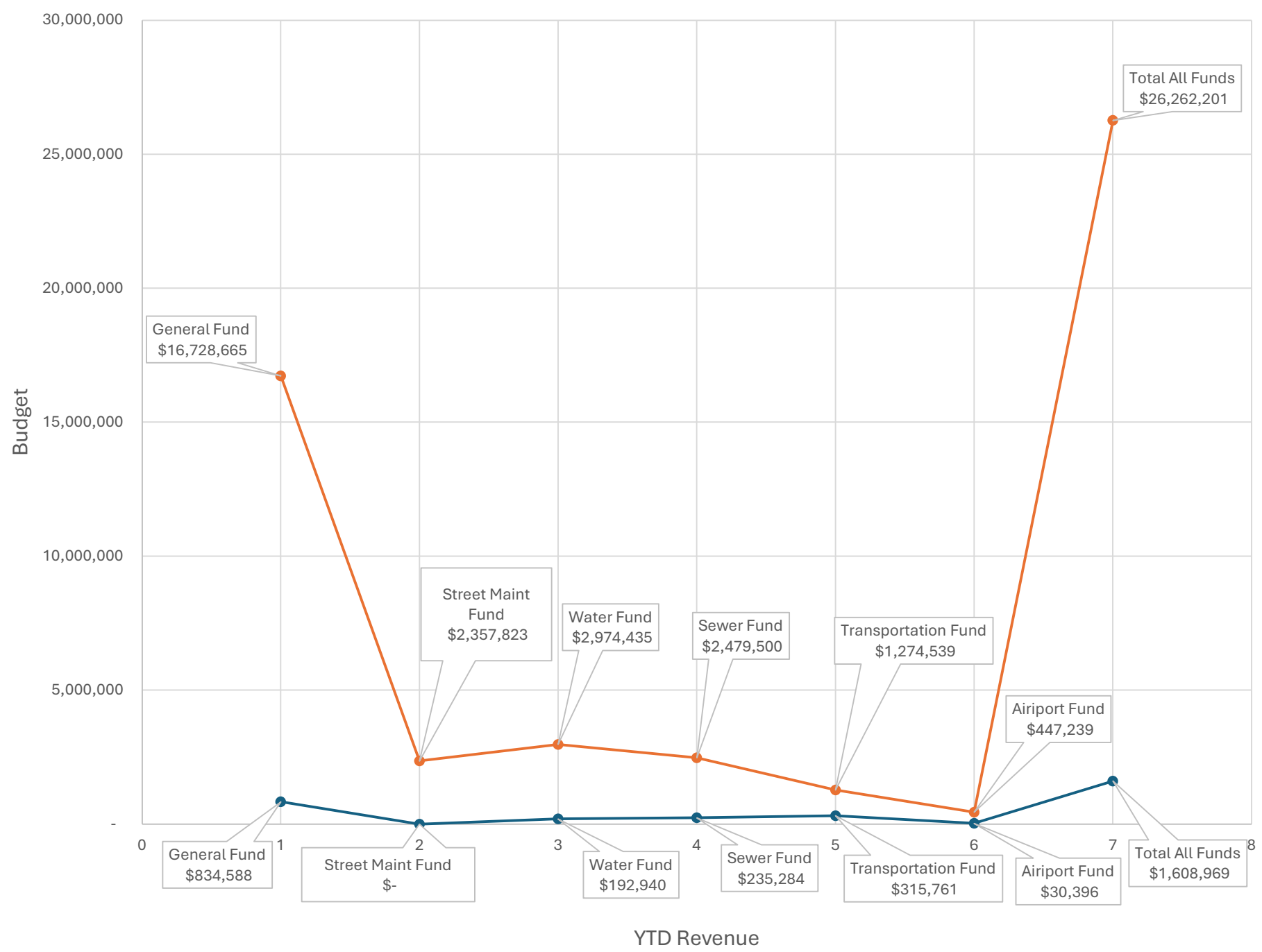
Economic Development Incentives: Expenses are higher than the prior year primarily due to the timing of the Retail Strategies payment. In the current year, the payment was made in July, whereas in the prior year it was made later in the fiscal year.

Nondepartmental: Expenses are higher than the prior year primarily due to an increase in lease-purchase payments. As additional police vehicles and other equipment are acquired through lease-purchase agreements each year, the number of scheduled payments has increased compared to the prior year.

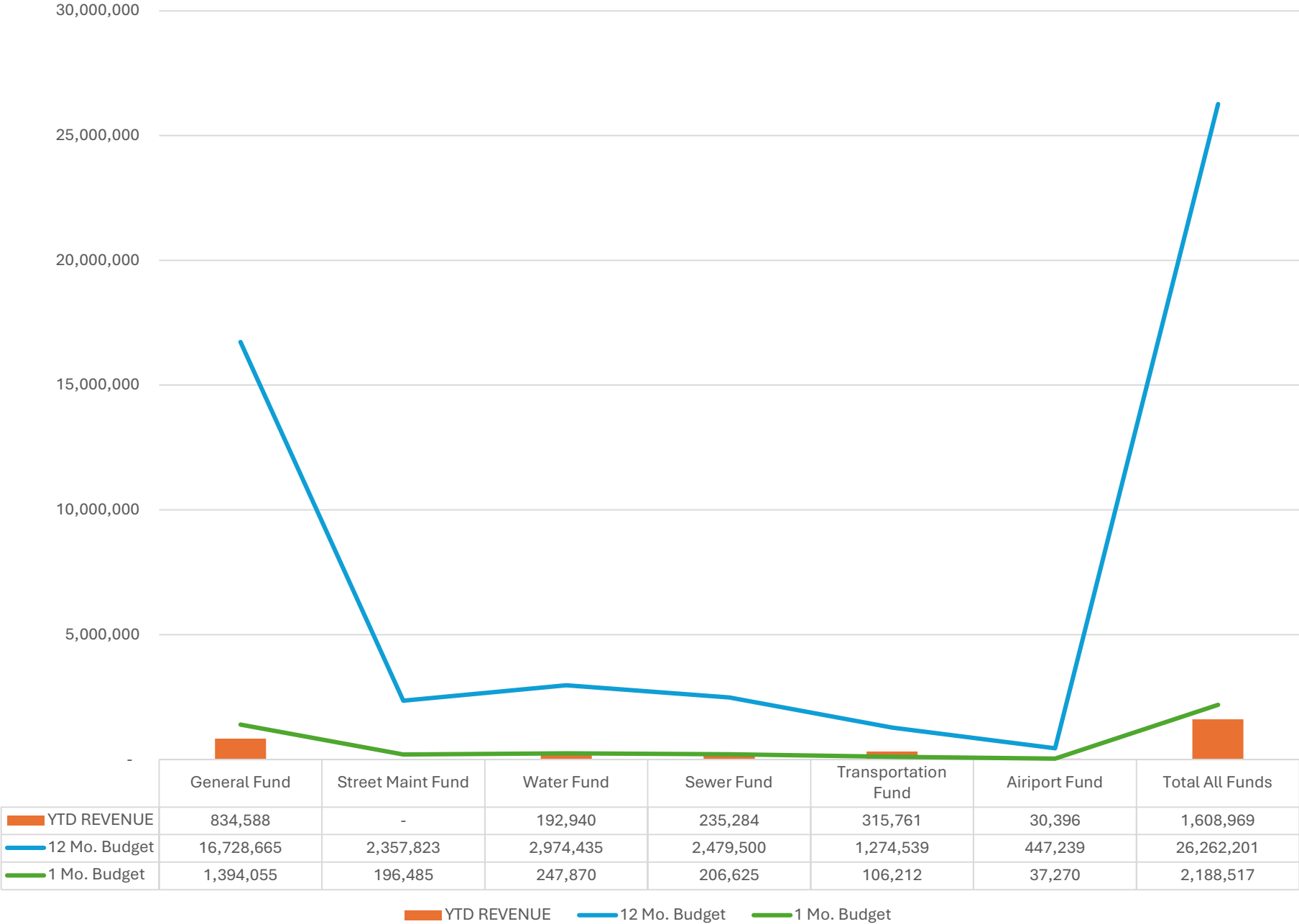
Water Fund: Expenses are higher than the prior year primarily due to timing differences. The current year includes the principal and interest payments on the ABM project, which were recorded in August in the prior year, as well as interfund allocation reimbursements that are now being recorded monthly as incurred rather than as a cumulative adjustment in a subsequent month.

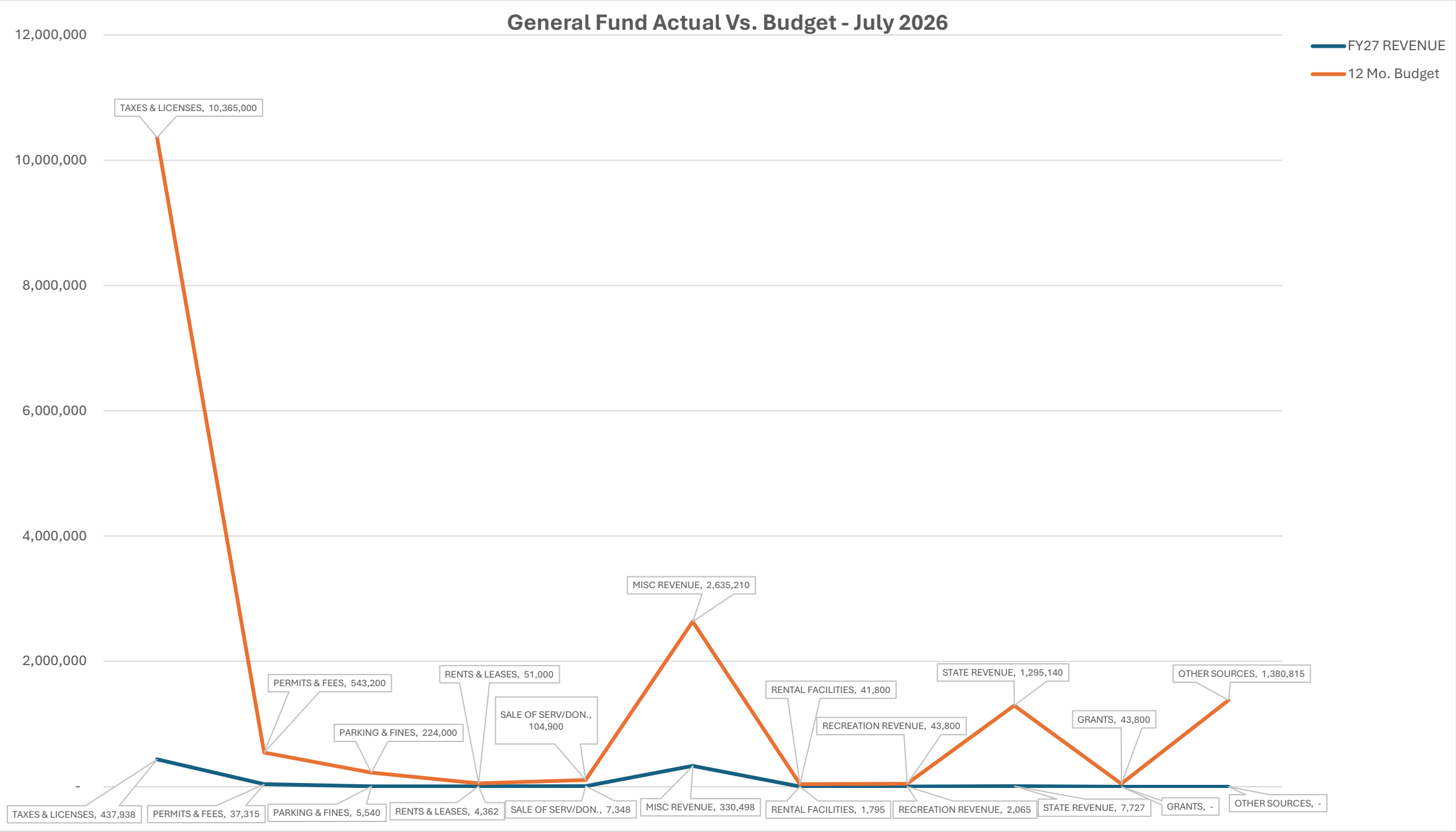
Revenue All Funds - YTD- July 2026

YTD REVENUE 12 Mo. Budget



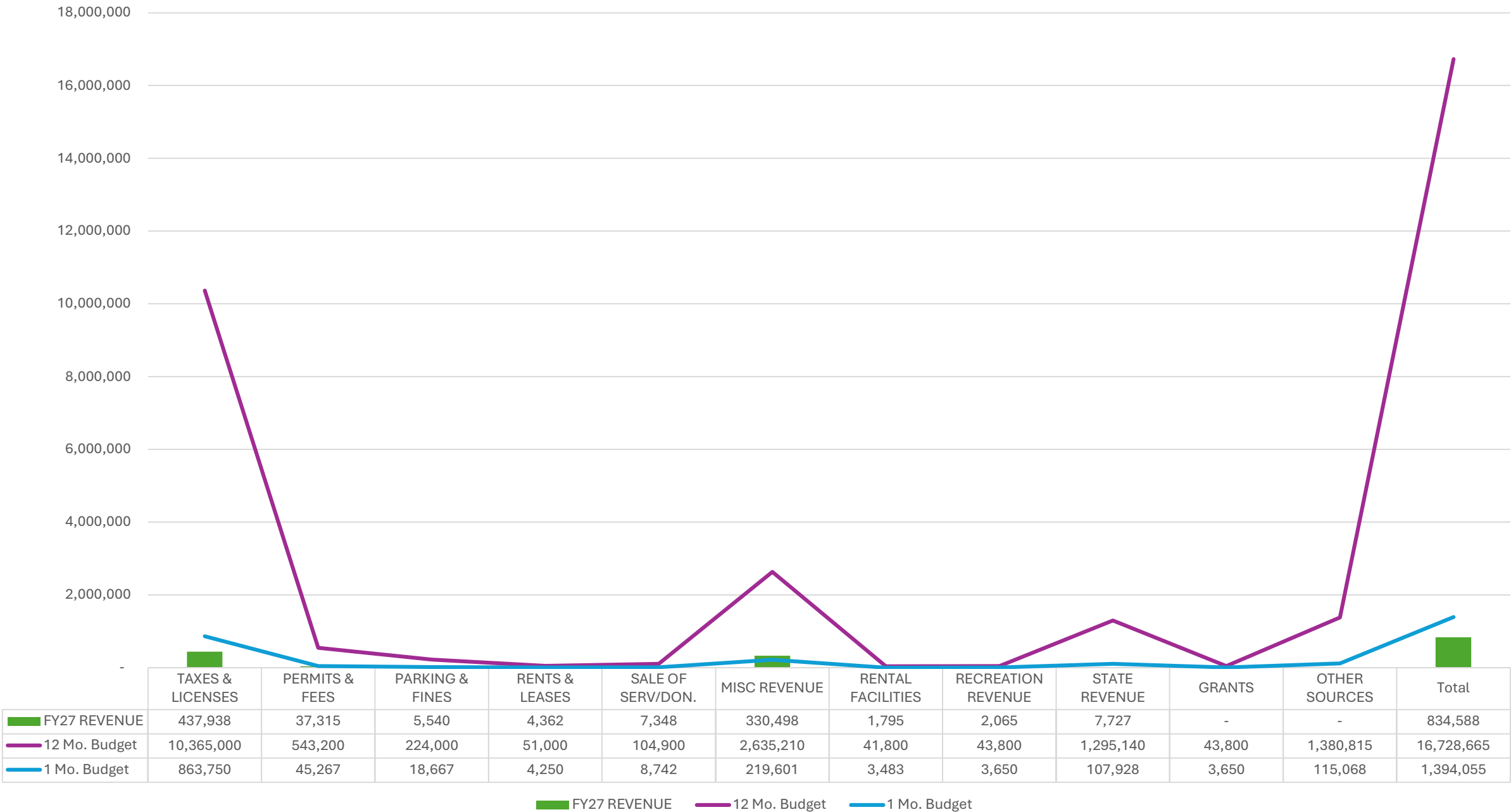
July 2026 Actual Vs. 12 Month Budget and 1 Month Budget



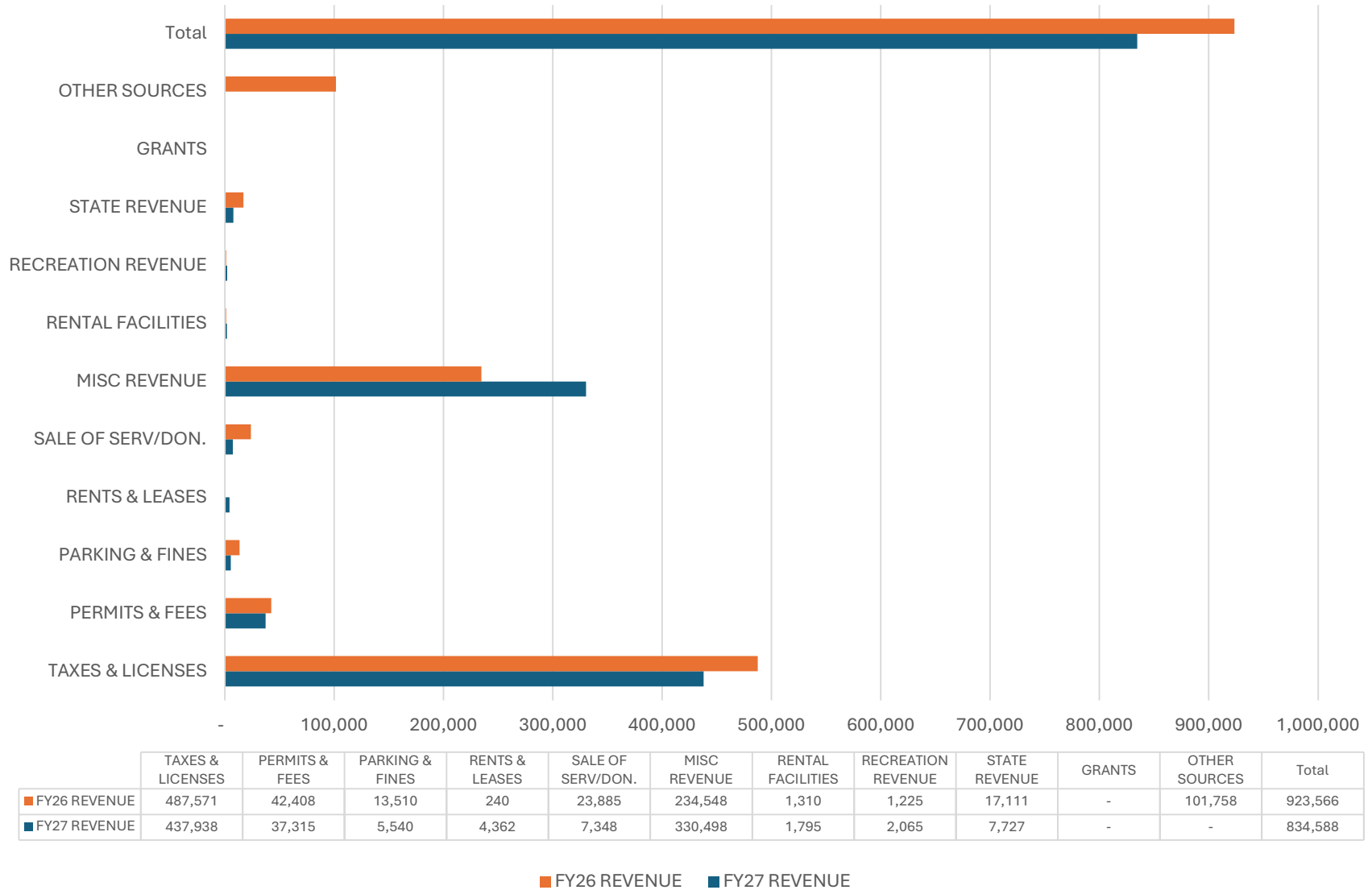


Note: Budget amounts are above the line, and actual amounts are below the line.

July 2026 General Fund - YTD Revenue Vs. Budget



July 2026 Actual vs. July 2025 Actual



Notes on comparisons:

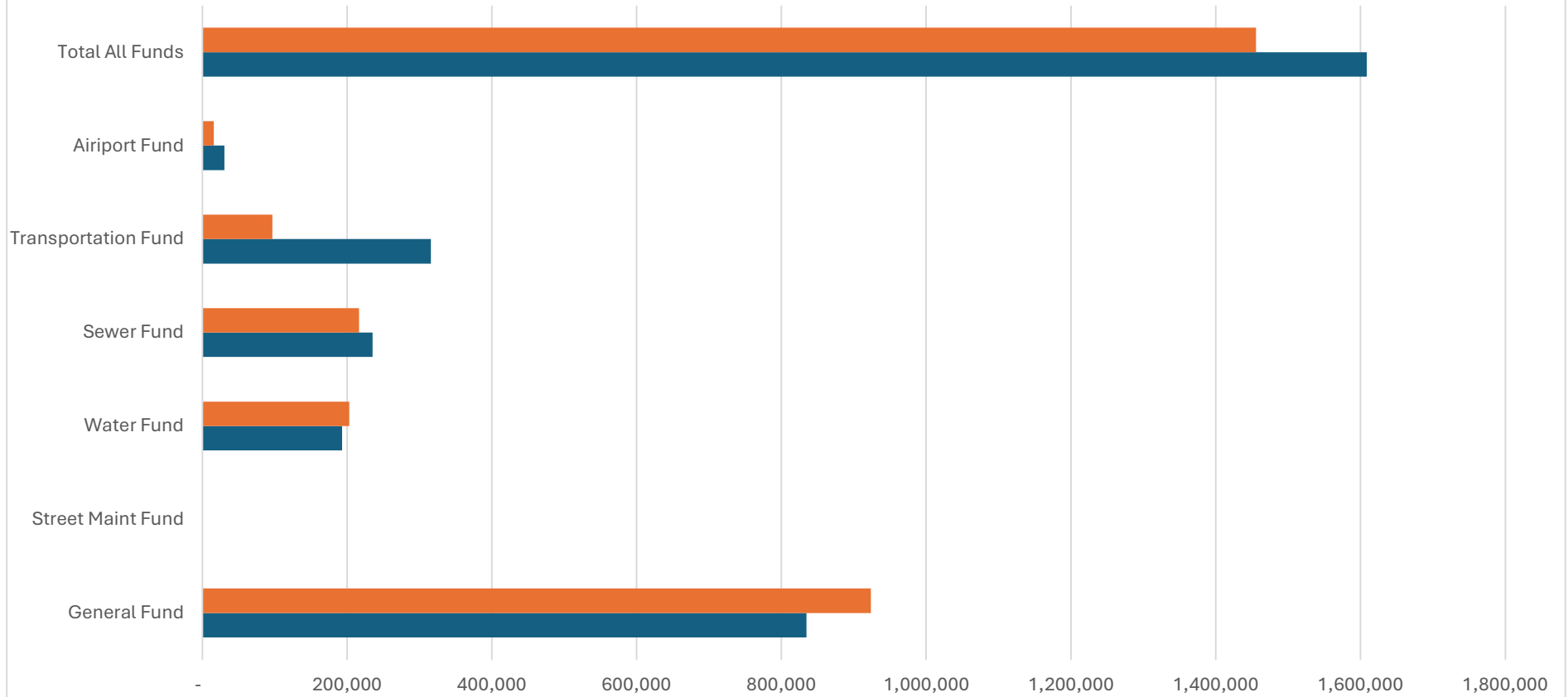
Taxes and Licenses: The July 2026 total is lower because several tax payments, such as sales tax from Prince Edward County, communications tax, and car rental tax, have not yet been received and recorded. By contrast, in July 2025 these payments had already been collected and posted, which is why last year's figure appears higher.

Parking and Fines: Revenue in this category is down compared to July 2025 primarily because court fine payments have not yet been received this year.

Miscellaneous Revenue: Revenue is higher than the prior year primarily due to the timing of interfund allocation reimbursements. Current-year reimbursements are being recorded monthly as incurred, while the prior-year amounts were recorded in a subsequent month as a cumulative adjustment.

Other Sources: The July 2025 amount includes revenue from the bank related to the lease/purchase financing, which provided funds for two police vehicles. In 2026, the Town did not close on its lease/purchase financing until August, so no revenue was recorded in July of that year.

CURRENT JULY 2026 COMPARED TO PRIOR JULY 2025 YTD REVENUE



	General Fund	Street Maint Fund	Water Fund	Sewer Fund	Transportation Fund	Airport Fund	Total All Funds
■ PY YTD REVENUE	923,566	-	203,007	216,470	96,618	16,033	1,455,694
■ YTD REVENUE	834,588	-	192,940	235,284	315,761	30,396	1,608,969

■ PY YTD REVENUE ■ YTD REVENUE

**TOWN OF FARMVILLE
REVENUE REPORT
AS OF JULY 31, 2026**

Account Id	Description	Current Revenue	YTD Revenue	Anticipated	% Realized
10-1101-0001	CURRENT REAL PROP TAXES	90	90	1,767,000	0.0100
10-1102-0001	CURRENT PUBLIC SERVICE CORP TA	-	-	115,300	0.0000
10-1103-0001	CURRENT PERSONAL PROPERTY TAX	73	73	230,000	0.0300
10-1106-0001	PENALTIES-TAXES	2,063	2,063	4,900	42.1000
10-1106-0002	INTEREST-TAXES	333	333	2,300	14.4900
10-1106-0003	PENALTY-PP TAX	-	-	2,200	0.0000
10-1106-0004	INTEREST-PP TAX	-	-	300	0.0000
10-1107-0001	DELINQUENT TAXES	20,707	20,707	11,900	174.0100
10-1200-0001	CONSUMPTION TAX	-	-	28,800	0.0000
10-1201-0001	SALES TAX	-	-	480,600	0.0000
10-1202-0001	UTILITY TAX	-	-	373,700	0.0000
10-1203-0001	BUSINESS LICENSE TAX	(182)	(182)	1,666,500	-0.0100
10-1203-0099	PENALTY-BUSINESS LICENSES	-	-	4,700	0.0000
10-1204-0001	BANK FRANCHISE TAXES	-	-	265,900	0.0000
10-1204-0004	RIGHT OF WAY ACCESS FEE	-	-	17,000	0.0000
10-1205-0001	MOTOR VEHICLE LICENSES	952	952	87,400	1.0900
10-1206-0001	COMMUNICATION SALES & USE TAX	-	-	339,900	0.0000
10-1207-0001	PRECIOUS METAL PERMIT	200	200	300	66.6700
10-1210-0001	LODGING TAX	85,255	85,255	900,000	9.4700
10-1211-0001	FOOD TAX	317,305	317,305	3,900,000	8.1400
10-1211-0099	PENALTY/INT-FOOD/LODGING TAX	52	52	3,900	1.3300
10-1220-0001	SANITATION FEE	33,132	33,132	455,000	7.2800
10-1301-0001	FERN BEAUTIFICATION PROJECT	-	-	2,000	0.0000
10-1302-0002	BRANCH OUT TREE PROGRAM	100	100	5,000	2.0000
10-1303-0006	CONDITIONAL-USE-PERMIT	-	-	900	0.0000
10-1303-0007	ZONING & RE-ZONING FEES	500	500	3,700	13.5100
10-1303-0008	BUILDING PERMITS	2,756	2,756	41,200	6.6900
10-1303-0009	SURVEYOR-SITE INSPEC-E&S,RENTAL EQUIP	-	-	300	0.0000
10-1303-0010	PARTY BIKE PERMIT	-	-	400	0.0000

**TOWN OF FARMVILLE
REVENUE REPORT
AS OF JULY 31, 2026**

Account Id	Description	Current Revenue	YTD Revenue	Anticipated	% Realized
10-1303-0011	EASEMENT FEE	-	-	100	0.0000
10-1303-0020	STATE SURCHRG-BLDG PERMIT FEE	55	55	900	6.0600
10-1303-0031	FITNESS PROGRAM REVENUE	-	-	200	0.0000
10-1303-0032	KARATE PROGRAM REVENUE	370	370	1,400	26.4300
10-1303-0033	PICKLEBALL PROGRAM REVENUE	-	-	500	0.0000
10-1303-0071	FOOTBALL PROGRAM REVENUE	850	850	16,700	5.0900
10-1303-0073	SUMMER CAMP REVENUE	845	845	18,100	4.6700
10-1303-0077	SPONSORSHIP-JINGLE BELL RUN	-	-	400	0.0000
10-1303-0078	REGISTRATION FEE-JINGLE BELL R	-	-	1,700	0.0000
10-1303-0079	REVENUE-ADULT BASKETBALL LEAGU	-	-	4,300	0.0000
10-1303-0081	ADULT VOLLEYBALL REVENUE	-	-	500	0.0000
10-1305-0001	REINSPECTION-BLDG. PERMITS	30	30	-	0
10-1307-0001	PLAN REVIEW-BLDG INSPECTOR	-	-	800	0.0000
10-1308-0001	FINGERPRINT FEE	-	-	100	0.0000
10-1311-0001	BURN PERMIT	-	-	300	0.0000
10-1312-0001	STORMWATER PERMIT,E-S, LAND DISTURBANCE	224	224	-	0
10-1401-0001	COURT FINES & COSTS	-	-	110,200	0.0000
10-1401-0002	PARKING FINES	588	588	27,400	2.1400
10-1401-0003	Parking Fines-Payments	-	-	(9,000)	0.0000
10-1401-0004	LIENS ON REAL ESTATE	40	40	500	8.0000
10-1402-0003	E-CITATION	-	-	9,100	0.0000
10-1501-0001	INTEREST-REPO	4,750	4,750	84,800	5.6000
10-1501-0002	INT-BENCHMARK-ARPA-COVID-RESTRICTED	-	-	-	0.0000
10-1501-0003	INTEREST-MEDICAL COMPENSATION	2	2	2,600	0.0700
10-1501-0004	INTEREST-ACCOUNTS RECEIVABLE	4	4	2,900	0.1500
10-1501-0006	INTEREST-MM-BENCHMARK-E911	21	21	400	5.3500
10-1501-0010	INTEREST-ONLINE ACCT	-	-	100	0.0000
10-1501-0011	INT-LIBRARY TRUST	-	-	100	0.0000
10-1501-0013	INTEREST-SET ASIDE ACCOUNT	8,614	8,614	136,300	6.3200

**TOWN OF FARMVILLE
REVENUE REPORT
AS OF JULY 31, 2026**

Account Id	Description	Current Revenue	YTD Revenue	Anticipated	% Realized
10-1501-0014	INTEREST-CAPITAL IMPROVEMENTS	-	-	100	0.0000
10-1501-0015	INTEREST-E911 RESERVE	1,146	1,146	7,000	16.3700
10-1501-0016	INTEREST-GO BOND REINVESTED	41,225	41,225	225,000	18.3200
10-1501-0020	INTEREST-E-CITATION-FARMERS BA	-	-	100	0.0000
10-1501-0021	INT-CK ACCT-BENCHMARK-E-CITATION	4	4	100	4.1300
10-1501-0072	INT-CHECKING-BENCHMARK	12,887	12,887	148,700	8.6700
10-1502-0001	RENT-BURN BUILDING	-	-	100	0.0000
10-1502-0002	RENT-WILCK LAKE	-	-	3,900	0.0000
10-1502-0005	SALE OF FIXED ASSETS	-	-	39,600	0.0000
10-1502-0006	SALE OF MATERIAL	563	563	3,500	16.0800
10-1502-0008	SALE OF COPIES	30	30	1,100	2.7300
10-1502-0009	CEMETERY LOTS	-	-	16,100	0.0000
10-1502-0010	SALE OF POSTAGE	-	-	100	0.0000
10-1502-0011	SALE OF ROLL OUT CARTS	400	400	1,200	33.3300
10-1502-0012	RENT-TRAIN STATION	-	-	14,000	0.0000
10-1502-0013	RENT-PARKING-VENABLE ST	240	240	2,700	8.8900
10-1502-0014	RENT-TOWN PKG-NORTH ST	-	-	300	0.0000
10-1502-0015	RENT-SOUTH ST CONF CENTER	-	-	100	0.0000
10-1502-0020	RENT-RIVERFRONT PARK	-	-	100	0.0000
10-1502-0021	FARMER'S MARKET REVENUE	495	495	9,200	5.3800
10-1502-0024	RENT-SPORTS ARENA	1,300	1,300	13,300	9.7700
10-1502-0025	RENT-PROB/PAROLE BLDG	4,122	4,122	47,900	8.6100
10-1502-0026	RENT-BALL FIELD-SPORTS ARENA	-	-	1,200	0.0000
10-1607-0003	PARKING METERS REVENUE	4,298	4,298	40,800	10.5300
10-1610-0001	RENTAL PARKING SPACES	325	325	8,600	3.7800
10-1620-0001	RESIDENTAL PARKING	330	330	1,900	17.3700
10-1620-0002	LONGWOOD STREETS	-	-	35,000	0.0000
10-1620-0099	PENALTY-SANITATION FEE	419	419	5,400	7.7500
10-1630-0001	CIGARETTE TAX	11,250	11,250	179,200	6.2800

**TOWN OF FARMVILLE
REVENUE REPORT
AS OF JULY 31, 2026**

Account Id	Description	Current Revenue	YTD Revenue	Anticipated	% Realized
10-1899-0002	SALE OF SERVICE-ADMIN	-	-	900	0.0000
10-1899-0003	DONATIONS	-	-	11,600	0.0000
10-1899-0004	MISC REVENUE	-	-	4,400	0.0000
10-1899-0005	SALE OF SERVICE-PUBLIC WORKS	-	-	2,700	0.0000
10-1899-0006	SALE OF SERVICE-GRAVE OPENINGS	-	-	19,800	0.0000
10-1899-0007	SALE OF SERVICE-DUMP TK	100	100	500	20.0000
10-1899-0010	SERVICE CHARGE-BAD CHECKS-A/R	50	50	400	12.5000
10-1899-0014	SALE OF SER-DISPATCH-HAMPDEN S	6,000	6,000	6,000	100.0000
10-1899-0015	SALE OF SERVICE-BAD CHECKS-TAXES	-	-	100	0.0000
10-1899-0017	SALE OF SER-FALSE BURG ALARM	105	105	2,000	5.2500
10-1899-0019	SALE OF SERVICE-BAD CHECKS-MISC	-	-	100	0.0000
10-1899-0024	SALE OF SERVICE-SURVEYOR	-	-	100	0.0000
10-1899-0035	SALE OF SERVICE-LIBRARY MAINTEN	-	-	-	0
10-1899-0038	DONATION-PARK BENCHES	-	-	200	0.0000
10-1899-0093	DONATION-REC DEPT-FM FIRE DEPT-WALMART	-	-	300	0.0000
10-1899-0097	DONATIONS-FOURTH OF JULY CELEBRATION	-	-	8,000	0.0000
10-1901-0003	ADMINISTRATIVE SERV-FUND 15	-	-	32,497	0.0000
10-1901-0004	REIMB-FUND 10-ADMIN SERV	81,814	81,814	981,765	8.3300
10-1901-0005	RECOVERY-JURY DUTY FEES	30	30	1,100	2.7300
10-1901-0010	RECOVERY-VML INS-DAMAGE VEHICLES/PROP	-	-	76,500	0.0000
10-1901-0011	RECOVERY-LUMEN-911 MAINTENANCE	-	-	1,500	0.0000
10-1902-0001	DAMAGE TO TOWN PROPERTY	-	-	2,500	0.0000
10-1903-0001	REFUNDS - CO-OPS	-	-	500	0.0000
10-2201-0003	ROLLING STOCK TAXES	227	227	200	113.2800
10-2201-0005	MOBILE HOME TITLING TAX	-	-	1,400	0.0000
10-2201-0006	CAR RENTAL TAX	-	-	77,500	0.0000
10-2201-0008	PEER-TO-PEER VEHICLE SHARING TAX	-	-	100	0.0000
10-2401-0029	GRANT-DISPATCH-VDEM	-	-	5,000	0.0000
10-2401-0031	VDEM-GIS & DATA	-	-	13,000	0.0000

**TOWN OF FARMVILLE
REVENUE REPORT
AS OF JULY 31, 2026**

Account Id	Description	Current Revenue	YTD Revenue	Anticipated	% Realized
10-2401-0034	VDEM CONSOLIDATION GRANT-DISPATCH	7,500	7,500	844,020	0.8900
10-2401-0036	GRANT-VDEM-FIRE-PARTICULATE BLOCKING HOO	-	-	9,620	0.0000
10-2402-0001	WIRELESS	-	-	113,600	0.0000
10-2404-0007	LITTER & RECYCLING GRANT	-	-	5,600	0.0000
10-2404-0010	AID TO LAW ENFORCEMENT	-	-	220,000	0.0000
10-2404-0032	GRANT-VML-SAFETY	-	-	4,000	0.0000
10-2405-0004	MARKETING/TOURISM LOCAL REVENU	-	-	1,100	0.0000
10-2502-0021	GRANT-BYRNE-2025	-	-	800	0.0000
10-2502-0023	GRANT-SPEED-2026	-	-	15,400	0.0000
10-2502-0024	GRANT-ALCOHOL 2026	-	-	15,400	0.0000
10-2504-0019	GRANT-DMV-ALCOHOL-2025/2026	-	-	2,600	0.0000
10-2504-0020	GRANT-BULLETPROOF VEST-FED	-	-	7,000	0.0000
10-2504-0027	GRANT-DMV-SPEED-25	-	-	2,600	0.0000
10-4104-0008	FROM FIDA-BOND PYMT-2012 ISSUE	-	-	12,822	0.0000
10-4104-0015	FM LIBRARY-APPROP LEASE RENT	180,000	180,000	180,000	100.0000
10-4104-0016	FM CKING-MEDICAL COMPENSATION BENEFIT	-	-	50,000	0.0000
10-4104-0018	FM SETASIDE ACCT-BONDS	-	-	993,815	0.0000
10-4104-0022	LEASE PROCEEDS	-	-	337,000	0.0000
10-4107-0004	FM-PE CO-INstant ALERT	-	-	2,700	0.0000
10-4107-0006	FM-LONGWOOD-DISPATCH SERV	-	-	350,000	0.0000
10-4107-0007	FM-PRINCE EDARD'S-DISPATCH SERV	-	-	346,126	0.0000
10-4113-0004	FROM FARMVILLE FIRE DEPT-PAYME	-	-	35,000	0.0000
TOTAL GENERAL FUND (FUND 10)		834,588	834,588	16,728,665	4.99%
15-2404-0007	HIGHWAY FUNDS	-	-	2,357,823	0.0000
TOTAL HIGHWAY MAINTENANCE FUND (FUND 15)		-	-	2,357,823	0.00%
40-1501-0001	Interest - Unrestricted	2,760	2,760	28,200	9.7900
40-1501-0002	Interest - RESTRICTED	-	-	7,500	0.0000
40-1501-0004	INTEREST-ACCOUNTS RECEIVABLE	407	407	50	814.7400
40-1502-0005	SALE OF FIXED ASSETS	-	-	-	0.0000

**TOWN OF FARMVILLE
REVENUE REPORT
AS OF JULY 31, 2026**

Account Id	Description	Current Revenue	YTD Revenue	Anticipated	% Realized
40-1502-0006	SALE OF MATERIAL	-	-	100	0.0000
40-1502-0007	LEASE-JACKSON HTS WATER TANK	2,556	2,556	30,667	8.3300
40-1502-0009	LEASE-ANDREWS DR WATER TANK	3,836	3,836	43,318	8.8500
40-1620-0001	WATER SERVICE	150,987	150,987	1,950,000	7.7400
40-1620-0002	WATER TAPS	18,391	18,391	30,000	61.3000
40-1620-0003	SURCHARGE-MULTIPLE METERS	7,738	7,738	93,000	8.3200
40-1620-0004	SALE OF WATER	2,208	2,208	9,900	22.3000
40-1620-0005	LEAD/COPPER SURVEY CREDIT	-	-	(700)	0.0000
40-1620-0099	PENALTY-WATER SERVICE	1,378	1,378	16,000	8.6100
40-1899-0005	SALE OF SERVICE-PUBLIC WORKS	-	-	300	0.0000
40-1899-0010	SERVICE CHARGES	1,160	1,160	12,700	9.1300
40-1899-0011	SERVICE CRG-BAD CHECK	-	-	1,600	0.0000
40-1899-0012	SALE OF SERVICE-TESTING	1,520	1,520	10,000	15.2000
40-4100-0050	USE OF PY FUND BALANCE	-	-	732,870	0.0000
40-4102-0001	FM PE CO-APPOMATTOX RIVER-USGS	-	-	8,930	0.0000
TOTAL WATER FUND (FUND 40)		192,940	192,940	2,974,435	6.49%
42-1501-0001	Interest - Unrestricted	8,384	8,384	52,700	15.9100
42-1501-0004	INTEREST-ACCOUNTS RECEIVABLE	398	398	100	398.4000
42-1502-0006	SALE OF MATERIAL	-	-	100	0.0000
42-1620-0099	PENALTY-SEWER SERVICE	1,602	1,602	19,200	8.3400
42-1630-0001	SEWER SERVICE	183,778	183,778	2,340,000	7.8500
42-1630-0002	SEWER TAPS	41,121	41,121	30,000	137.0700
42-1899-0005	SALE OF SERVICE-PUBLIC WORKS	-	-	400	0.0000
42-1899-0012	SALE OF SERVICE-LEACHATE-CUMBERLAND	-	-	25,000	0.0000
42-1899-0013	SALE OF SERVICE-SEWER TREAT	-	-	10,000	0.0000
42-1901-0010	RECOVERY-VML INS	-	-	-	0.0000
42-2404-0005	VML SAFETY GRANT	-	-	2,000	0.0000
TOTAL SEWER FUND (FUND 42)		235,284	235,284	2,479,500	9.49%
44-1520-0001	PASSENGER FARES	754	754	9,200	8.1900

**TOWN OF FARMVILLE
REVENUE REPORT
AS OF JULY 31, 2026**

Account Id	Description	Current Revenue	YTD Revenue	Anticipated	% Realized
44-1521-0002	CONTRIBUTION-LONGWOOD [1500]	89,400	89,400	178,800	50.0000
44-1521-0003	CONTRIBUTION-P E COUNTY	6,250	6,250	25,000	25.0000
44-1899-0004	MISC REVENUE	-	-	100	0.0000
44-2410-0003	STATE FORMULA GRANT	219,357	219,357	200,000	109.6800
44-2410-0006	STATE GRANT-BUSES/VANS	-	-	27,736	0.0000
44-2510-0001	GRANT-STATE PASS THRU-FED	-	-	300,000	0.0000
44-2510-0006	FED GRANT-BUS/VANS	-	-	138,682	0.0000
44-4100-0050	USE OF PY FUND BALANCE	-	-	395,021	0.0000
TOTAL TRANSPORTATION FUND (FUND 44)		315,761	315,761	1,274,539	24.77%
45-1501-0001	INT-CK ACCT-BENCHMARK	45	45	400	11.3600
45-1502-0001	RENT-HANGER SPACE	2,701	2,701	5,100	52.9600
45-1502-0002	AIRPORT MAINTENANCE FEE	500	500	1,700	29.4100
45-1690-0001	SALE OF AV GAS	14,824	14,824	56,000	26.4700
45-1691-0001	SALE OF JET FUEL	8,526	8,526	61,000	13.9800
45-1899-0001	DONATIONS-PRINCE ED COUNTY	3,800	3,800	7,600	50.0000
45-2401-0008	STATE GRANT-AWOS MAINT	-	-	3,600	0.0000
45-2401-0013	STATE GRANT-MAINTENANCE	-	-	-	0.0000
45-2401-0014	STATE GRANT-WEED KILL	-	-	1,000	0.0000
45-2403-0001	MISC GRANTS	-	-	50,000	0.0000
45-5101-0001	TRANSFER FROM GENERAL FUND	-	-	260,839	0.0000
TOTAL AIRPORT FUND (FUND 45)		30,396	30,396	447,239	6.80%
70-1501-0001	INTEREST	2	2	-	0
70-2404-0001	ASSET FORFEITURE-STATE	1,136	1,136	-	0
70-2405-0001	STATE FORFEITURES UNDER \$500	-	-	-	0
TOTAL NARCOTICS FUND (FUND 70)		1,138	1,138	-	0
Final Totals		1,610,107	1,610,107	26,262,201	6.13%

July 2026 - Salaries

Below are the departments with explanations that are over their 1 Month Actual to Budget.

This percentage should be at 100% or below.

		<u>Actual/Budget</u>	<u>\$ Overage</u>
10-312	Salaries-Overtime-Police	254.00%	9,727 Shift Coverage & Special Events Coverage.
10-710	Summer Camp	533.00%	8,654 Camp Counselors paid in July 2025

FY27 INFORMATION	<u>Total All Funds</u>	
	Expended YTD	666,668
	1 Mo Budget Amt	<u>691,360</u>
		(24,692)
Expended through July for Salaries is \$24,692 less than our		
1 Month Budget Amount.		

FY26 INFORMATION (PRIOR YEAR)	<u>Total All Funds</u>	
	Expended YTD	612,718
	1 Mo Budget Amt	<u>667,168</u>
		(54,450)
Expended through July for Salaries is \$54,450 less than our		
1 Month Budget Amount.		

TOWN OF FARMVILLE
FINANCE REPORT OF CASH RECEIPTS AND DISBURSEMENTS
FOR THE MONTH OF JULY 2026

FUND NUMBER	FUND TITLE	BALANCE 07/01/2026	NET CHANGE	BALANCE 07/31/2026
<u>UNRESTRICTED FUNDS</u>				
10	GENERAL FUND	\$ 3,988,238	\$ (1,011,521)	\$ 2,976,717
15	ST MAINT FUND	405,773	(80,858)	324,915
40	WATER FUND	1,770,151	(187,070)	1,583,081
42	SEWER FUND	809,355	26,143	835,498
44	TRANSPORTATION FUND	1,112,929	149,868	1,262,797
45	AIRPORT FUND	<u>(122,344)</u>	<u>(8,523)</u>	<u>(130,867)</u>
TOTAL	UNRESTRICTED FUNDS	\$ 7,964,102	\$ (1,111,961)	\$ 6,852,141
<u>RESTRICTED FUNDS</u>				
10	ARPA-COVID FUNDS	\$ -	\$ -	\$ -
10	ENHANCED 911-WIRELESS	517,764	11,855	529,619
10	E911-RESERVE	133,600	17	133,617
10	SET ASIDE ACCOUNT	3,535,940	308,614	3,844,554
10	E-CITATION	31,947	498	32,445
10	MEDICAL COMPENSATION	18,171	(7,998)	10,173
10	SNAP GO BOND	12,979,716	(197,318)	12,782,398
42	COUNCIL RESTRICTED	2,663,095	8,384	2,671,479
70	NARCOTICS FUND	14,705	1,138	15,843
70	TASK FORCE	<u>-</u>	<u>-</u>	<u>-</u>
TOTAL	RESTRICTED FUNDS	\$ 19,894,938	\$ 125,190	\$ 20,020,128
TOTAL ALL FUNDS		\$ 27,859,040	\$ (986,771)	\$ 26,872,269

UNRESTRICTED FUNDS - ACCOUNTED FOR AS FOLLOWS:

PETTY CASH	\$ 2,500
VIP ACCT - GOLF SALE PROCEEDS	1,067,298
VIP ACCTS - UNRESTRICTED	858,454
LGIP ACCT - UNRESTRICTED	3,487,121
CHECKING ACCT-BENCHMARK-AIRPORT	362,801
CHECKING ACCOUNT-BENCHMARK-UNRESTRICTED	<u>1,073,967</u>
TOTAL UNRESTRICTED FUNDS	\$ 6,852,141

RESTRICTED FUNDS - ACCOUNTED FOR AS FOLLOWS:

LGIP ACCT - ARPA - COVID FUNDS	\$ -
MONEY MARKET - BENCHMARK - 911 WIRELESS	178,390
VIP ACCT - WIRELESS	351,229
INTEREST CHECKING-BENCHMARK-E911 RESERVE	133,617
INTEREST CHECKING-BENCHMARK-SET ASIDE ACCOUNT	2,108,572
LGIP ACCT - SET ASIDE ACCOUNT	1,253,301
VIP ACCT - SET ASIDE ACCOUNT	482,681
INTEREST CHECKING-BENCHMARK-E-CITATION ACCOUNT	32,445
INTEREST CHECKING-BENCHARK-MEDICAL COMPENSATION	10,173
SNAP GO BOND ACCOUNT	12,782,398
VIP ACCT - FUND 42 - COUNCIL RESTRICTED	1,170,764
LGIP ACCT - FUND 42 - COUNCIL RESTRICTED	1,500,715
INTEREST CHECKING-BENCHMARK - NARCOTICS FUND-STATE	15,843
INTEREST CHECKING-BENCHMARK-TASK FORCE	-
TOTAL RESTRICTED FUNDS	\$ 20,020,128

RESPECTFULLY SUBMITTED:



Julie A. Moore, CPA, CFE, CGFM

TOWN OF FARMVILLE
FINANCE REPORT OF CASH RECEIPTS AND DISBURSEMENTS
FOR THE MONTH OF AUGUST 2026

FUND NUMBER	FUND TITLE	BALANCE 08/01/2026	NET CHANGE	BALANCE 08/31/2026
<u>UNRESTRICTED FUNDS</u>				
10	GENERAL FUND	\$ 2,976,717	\$ (464,889)	\$ 2,511,828
15	ST MAINT FUND	324,915	(208,107)	116,808
40	WATER FUND	1,583,081	73,523	1,656,604
42	SEWER FUND	835,498	(67,801)	767,697
44	TRANSPORTATION FUND	1,262,797	(59,037)	1,203,760
45	AIRPORT FUND	<u>(130,867)</u>	<u>11,861</u>	<u>(119,006)</u>
TOTAL	UNRESTRICTED FUNDS	\$ 6,852,141	\$ (714,450)	\$ 6,137,691
<u>RESTRICTED FUNDS</u>				
10	ARPA-LEASE PROCEEDS	\$ -	\$ 337,000	\$ 337,000
10	ENHANCED 911-WIRELESS	529,619	12,023	541,642
10	E911-RESERVE	133,617	17	133,634
10	SET ASIDE ACCOUNT	3,844,554	159,123	4,003,677
10	E-CITATION	32,445	489	32,934
10	MEDICAL COMPENSATION	10,173	1	10,174
10	SNAP GO BOND	12,782,398	(84,300)	12,698,098
42	COUNCIL RESTRICTED	2,671,479	8,663	2,680,142
70	NARCOTICS FUND	15,843	(465)	15,378
70	TASK FORCE	<u>-</u>	<u>-</u>	<u>-</u>
TOTAL	RESTRICTED FUNDS	\$ 20,020,128	\$ 432,551	\$ 20,452,679
TOTAL ALL FUNDS		\$ 26,872,269	\$ (281,899)	\$ 26,590,370

UNRESTRICTED FUNDS - ACCOUNTED FOR AS FOLLOWS:

PETTY CASH	\$ 2,500
VIP ACCT - GOLF SALE PROCEEDS	1,070,603
VIP ACCTS - UNRESTRICTED	861,243
LGIP ACCT - UNRESTRICTED	2,998,411
CHECKING ACCT-BENCHMARK-AIRPORT	382,233
CHECKING ACCOUNT-BENCHMARK-UNRESTRICTED	<u>822,701</u>
TOTAL UNRESTRICTED FUNDS	\$ 6,137,691

RESTRICTED FUNDS - ACCOUNTED FOR AS FOLLOWS:

LGIP ACCT - ARPA - COVID FUNDS	\$	337,000
MONEY MARKET - BENCHMARK - 911 WIRELESS		189,272
VIP ACCT - WIRELESS		352,370
INTEREST CHECKING-BENCHMARK-E911 RESERVE		133,634
INTEREST CHECKING-BENCHMARK-SET ASIDE ACCOUNT		2,262,069
LGIP ACCT - SET ASIDE ACCOUNT		1,257,359
VIP ACCT - SET ASIDE ACCOUNT		484,249
INTEREST CHECKING-BENCHMARK-E-CITATION ACCOUNT		32,934
INTEREST CHECKING-BENCHARK-MEDICAL COMPENSATION		10,174
SNAP GO BOND ACCOUNT		12,698,098
VIP ACCT - FUND 42 - COUNCIL RESTRICTED		1,174,567
LGIP ACCT - FUND 42 - COUNCIL RESTRICTED		1,505,575
INTEREST CHECKING-BENCHMARK - NARCOTICS FUND-STATE		15,378
INTEREST CHECKING-BENCHMARK-TASK FORCE		-
TOTAL RESTRICTED FUNDS	\$	20,452,679

RESPECTFULLY SUBMITTED:



Julie A. Moore, CPA, CFE, CGFM

JULY MONTHLY COST-RESCUE SQUAD

2026

<u>DATE</u>	<u>VEHICLE</u>	<u>DESCRIPTION OF SERVICE</u>	<u>Man</u>	<u>LABOR</u>	<u>MATERIAL</u>	<u>EQUIPMENT</u>	<u>FUEL</u>
			<u>Hours</u>	<u>COST</u>	<u>COST</u>	<u>COST</u>	<u>COST</u>
7-Jul	Trash Crew	Weekly garbage pick up	3	\$73.07			
14-Jul	Trash Crew	Weekly garbage pick up	3	\$73.07			
21-Jul	Grass Crew	Mowing, weedeating	8	\$140.25			
21-Jul	Trash Crew	Weekly garbage pick up	3	\$73.07			
28-Jul	Trash Crew	Weekly garbage pick up	3	\$73.07			
10-Jul	R14	Oil changed, speed sensor	9	\$194.98	\$444.19		
13-Jul	Medic1	Oil change, tire monitoring system	8	\$193.15	\$432.46		
23-Jul	R14	Pigtail Assy repair	4	\$86.66	\$33.27		
31-Jul	R14	Door adjusted	2	\$51.39			
31-Jul	R12	Fixed rear bumper	2	\$51.39			
		Cut Grass				\$310.00	
		Fuel Cost					\$2,072.09

Total Labor Cost		\$1,010.10
Total Material Cost		\$909.92
Total Equipment Cost		\$310.00
Total Fuel Cost		<u>\$2,072.09</u>
Total July		\$4,302.11

YTD Total		\$4,302.11
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AUGUST MONTHLY COST-RESCUE SQUAD

2026

<u>DATE</u>	<u>VEHICLE</u>	<u>DESCRIPTION OF SERVICE</u>	<u>Man</u>	<u>LABOR</u>	<u>MATERIAL</u>	<u>EQUIPMENT</u>	<u>FUEL</u>
			<u>Hours</u>	<u>COST</u>	<u>COST</u>	<u>COST</u>	<u>COST</u>
3-Aug	Rescue Trailer	Inspection	1	\$25.70	\$20.00		
	R 3	Inspection	1	\$25.70	\$20.00		
5-Aug	R11	Inspection	4	\$187.95	\$20.00		
6-Aug	R4	Inspection	2	\$51.42	\$20.00		
4-Aug	Medic 1	Inspection	4	\$113.62	\$20.00		
11-Aug	R14	Replaced charge pipe	4	\$124.39	\$194.70		
14-Aug	R10	Replaced batteries	2	\$51.45	\$392.78		
19-Aug	R14	Blew turbo hose	6	\$164.95	\$76.70		
31-Aug	R14	rear light	5	\$139.28	\$54.60		
4-Aug	Trash crew	Weekly trash pick up	3	\$73.07			
11-Aug	Grass crew	Grass cutting and weedeating	8	\$140.25			
11-Aug	Trash crew	Weekly trash pick up	3	\$73.07			
18-Aug	Trash crew	Weekly trash pick up	3	\$73.07			
25-Aug	Trash crew	Weekly trash pick up	3	\$73.07			
28-Aug	Grass crew	Grass cutting and weedeating	8	\$140.25			
						\$310.00	
		Cut Grass					
		Fuel Cost					\$3,083.33

Total Labor Cost		\$1,457.24
Total Material Cost		\$818.78
Total Equipment Cost		\$310.00
Total Fuel Cost		<u>\$3,083.33</u>
Total August		\$5,669.35

YTD Total		\$9,971.46
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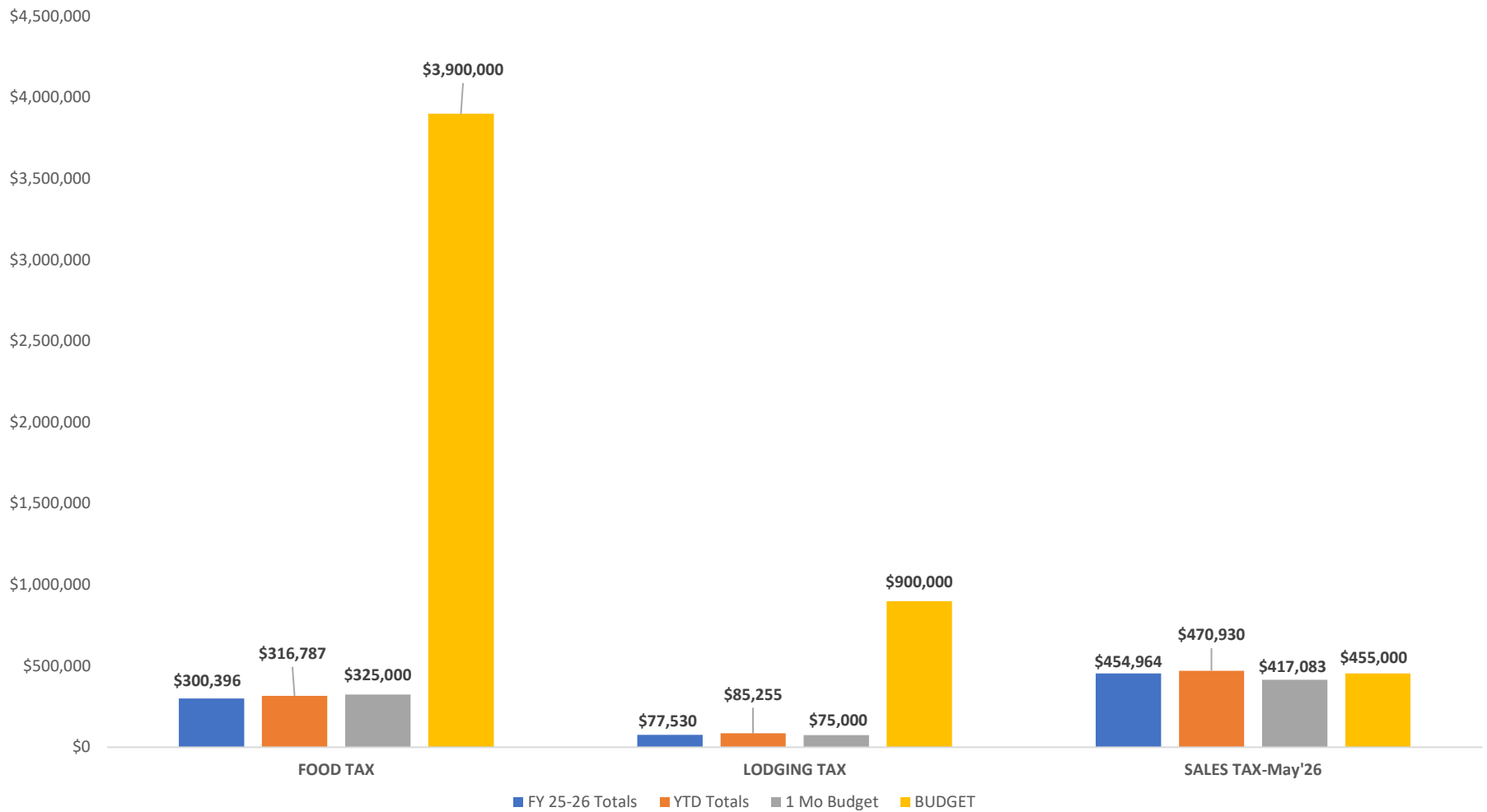
Year-to-Date Costs - Rescue Squad
July 2025 - June 2026

	<u>July</u>	<u>August</u>	<u>Sept</u>	<u>Oct</u>	<u>Nov</u>	<u>Dec</u>	<u>Jan</u>	<u>Feb</u>	<u>March</u>	<u>April</u>	<u>May</u>	<u>June</u>	<u>Total</u>
Labor	1,010.10	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	\$1,010.10
Materials	909.92	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	\$909.92
Equipment	310.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	\$310.00
Fuel	<u>2,072.09</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>\$2,072.09</u>
	\$4,302.11	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$4,302.11

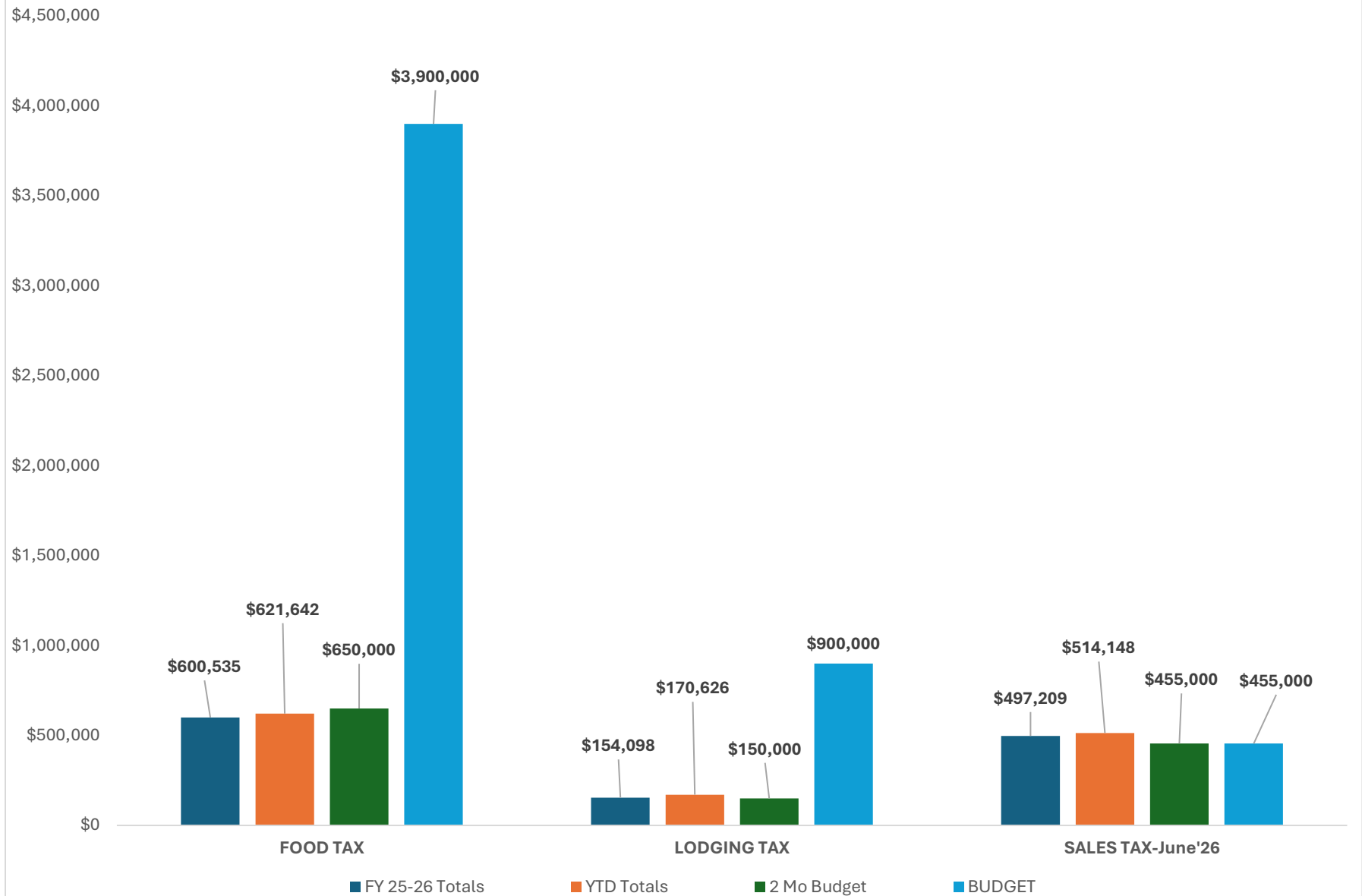
Year-to-Date Costs - Rescue Squad
July 2025 - June 2026

	<u>July</u>	<u>August</u>	<u>Sept</u>	<u>Oct</u>	<u>Nov</u>	<u>Dec</u>	<u>Jan</u>	<u>Feb</u>	<u>March</u>	<u>April</u>	<u>May</u>	<u>June</u>	<u>Total</u>
Labor	1,010.10	1,457.24	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	\$2,467.34
Materials	909.92	818.78	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	\$1,728.70
Equipment	310.00	310.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	\$620.00
Fuel	<u>2,072.09</u>	<u>3,083.33</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>\$5,155.42</u>
	\$4,302.11	\$5,669.35	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$9,971.46

VARIABLE REVENUE - July 2026



VARIABLE REVENUE - August 2026





Town of Farmville

Agenda Item Summary

MEETING DATE: September 9, 2026

ITEM NUMBER: 12.a. – Request Approval of Recycling Service Agreement with Meridian Waste Virginia LLC

BACKGROUND: Verbal report by the Town Manager.

The Town collects recyclable materials and requires hauling and processing services for those materials. Meridian Waste Virginia LLC has provided a Service Agreement for hauling and processing Town-collected recyclable materials.

Under the proposed agreement, Meridian Waste will provide a 30/40-yard roll-off/open-top container with service on an on-call basis at a rate of \$140.00 per ton. If recyclable materials are contaminated and rejected by the recycling processing center, an additional haul charge of \$200.00 per load will apply. Rejected material will be disposed of at the Prince Edward Landfill using the Town's landfill account, and documentation of contaminated loads will be provided to the Town.

ACTION REQUESTED: Authorize the Town Manager to execute the Recycling Service Agreement with Meridian Waste Virginia LLC.

PURPOSE: The agreement provides for the continued hauling and processing of Town-collected recyclable materials. The initial term is three years, with two additional one-year renewal terms, and includes an availability-of-funds provision protecting the Town if funding is not available.

RECOMMENDATION: Approve Recycling Service Agreement with Meridian Waste Virginia LLC

FISCAL IMPACT:

ATTACHMENTS:

1. Town of Farmville Recycling Service Agreement 9 2 2026



SERVICE AGREEMENT

Account No: _____

PO# _____

AGREEMENT NUMBER _____

LEGAL COMPANY NAME - INVOICE TO _____

OPERATING NAME & SERVICE ADDRESS - SITE _____

BILLING ADDRESS _____ ("Customer")

CITY _____ STATE _____ ZIP CODE _____ CITY _____ STATE _____ ZIP CODE _____

CONTACT PERSON _____ BUSINESS PHONE _____ CELL PHONE _____ EMAIL _____

NEW SCHEDULE OF SERVICE

SERVICE EFFECTIVE DATE MM / DD / YY

QTY.	COMP	CONTAINER SIZE	TYPE	SERVICE FREQUENCY	PO REQ.	RECEIPT REQ.	START / CLOSE DATE	LIFT / HAUL CHARGE	MONTHLY SERVICE CHARGE	EXTRA LIFT	DELIVERY FEE	DISPOSAL CHARGE	CONTAINER REMOVAL	OTHER
							/ /							
							/ /							
							/ /							
							/ /							
							/ /							
							/ /							

OLD SCHEDULE OF SERVICE

QTY.	COMP	CONTAINER SIZE	TYPE	SERVICE FREQUENCY	PO REQ.	RECEIPT REQ.	START / CLOSE DATE	LIFT / HAUL CHARGE	MONTHLY SERVICE CHARGE	EXTRA LIFT	DELIVERY FEE	DISPOSAL CHARGE	CONTAINER REMOVAL	OTHER
							/ /							
							/ /							
							/ /							
							/ /							
							/ /							

THE CUSTOMER AGREES THAT THE CONTRACTOR SHALL HAVE THE RIGHT TO SURCHARGE THE CUSTOMER AS A RESULT OF INCREASED DISPOSAL COSTS IF THE CUSTOMER'S WASTE MATERIALS EXCEED AN ESTIMATED AVERAGE WEIGHT OF 90 LBS PER CUBIC YARD. SEE ALSO SECTION 5 RE-RATE ADJUSTMENTS

OTHER CHARGES \$ _____ + FUEL FEE, ENVIRONMENTAL FEE, ADMINISTRATIVE AND OTHER FEES, CHARGES, ASSESSMENTS AND TAXES AS SHOWN ON INVOICE.

ADDITIONAL PROVISIONS _____

By execution hereof, Customer agrees that this Service Agreement (the "Agreement") is a legally binding contract, enforceable in accordance with its terms, between Meridian Waste Virginia LLC ("Contractor") and Customer, and the individual executing this Agreement on behalf of Customer has all power and authority to do so. Customer agrees to accept the services and equipment at the charges and frequency indicated in this Agreement and any invoice subject to the terms and conditions specified below.

DATE _____ 20 _____ DATE _____ 20 _____

Meridian Waste Virginia LLC

(Company's Name)

(Signature of Meridian Waste)

(Customer Authorized Signature)

e

(Print First / Last Name and Title)

(Print First / Last Name and Title)

This service agreement will take effect on the Service Effective Date noted on the agreement or upon the expiration of any existing contract - whichever occurs later.

TERMS AND CONDITIONS

SERVICES RENDERED. Customer grants to Contractor the exclusive right to collect and dispose of all of Customer's solid waste materials, including any recyclable materials if permitted, and agrees to make the payments as provided for herein and as stated on Customer's invoice, and Contractor agrees to furnish such services and equipment as specified above, all in accordance with the terms and conditions of this Agreement. This Agreement also includes all non-scheduled or on call service with exclusive rights to Contractor. In the event Contractor is rendered unable to perform its obligations hereunder due to an act, event or condition that is beyond Contractor's control, it shall notify Customer of such event and the obligations of Contractor may be suspended during the continuation of any inability so caused by such event, act or condition. In the event that Customer claims that Contractor is in breach or default of any provisions of this Agreement, Customer must notify Contractor in writing (via certified mail) of the alleged breach or default and allow Contractor at least ten (10) days to cure same prior to Customer terminating, or attempting to terminate, the Agreement.

TERM. This Agreement is a legally binding contract and shall extend for an initial term of three (3) years from the date here of (the "Initial Term"), and, shall be automatically renew for two (2) additional one year terms (each a "Renewal Term") thereafter, unless either party shall give written notice of non-renewal (via certified mail, which in the case of any notice to Contractor pursuant to this Agreement shall be sent to the address stated on the invoice) to the other at least sixty (60) days but not more than one hundred twenty (120) days prior to the expiration of the Initial Term, or any Renewal Term (together, the "Term"). AVAILABILITY OF FUNDS It is understood and agreed between the parties that the Town of Farmville shall be bound hereunder only to the extent of the funds available, or which may hereafter become available for the purpose of this agreement. In the event the Customer should attempt to discontinue or terminate this Agreement other than as provided above, Customer agrees to pay to Contractor as liquidated damages a sum equal to the average of the latest six months invoices sent to the Customer by Contractor multiplied by six (6), or if Customer has not been serviced for six months, an amount equal to Customer's most recent monthly charge multiplied by six. Contractor agrees that if Customer no longer requires any collection services due solely to the discontinuance of its business or the relocation of its business outside the area in which Contractor provides collection service, Customer may terminate this Agreement upon written notice to Contractor (via certified mail) at least sixty (60) days prior to the date of relocation or termination of Customer's business; provided however, that Customer shall remit all amounts due and owing to Contractor prior to such termination. Notwithstanding the foregoing, Customer agrees that this Agreement applies to any change of location of Customer, and all additional locations of Customer within the area Contractor provides the services contemplated hereunder. This section shall survive any termination or expiration of the Agreement.

1 - ORIGINAL

Please see page 2

TERMS AND CONDITIONS (Continued)

EQUIPMENT. The word "equipment" as used herein shall mean all containers, compactors and other equipment used for storage of waste or recyclable material utilized in the performance of this Agreement. Customer acknowledges that it has the care, custody and control of any equipment furnished to Customer while it is at Customer's premises and accepts sole responsibility, and shall be liable, for all loss and damage, normal wear and tear excepted, to such equipment and for the cleanliness and safekeeping of such equipment. Customer shall not overload any equipment (by weight or volume) and shall use it only for its intended purposes. Customer shall not remove or alter, nor authorize the removal or alteration of, any such equipment without the prior written consent of Contractor, nor shall Customer use the equipment for incineration purposes. Customer shall maintain the equipment and surrounding area in a clean and safe condition and shall secure the equipment at all times to prevent unauthorized access to the equipment, or dumping or looting. All solid waste enclosures must meet the enclosure standards (including, but not limited to, width, height, depth, concrete strength, gate mechanisms, and maintenance and upkeep) of Contractor, which shall be provided to Customer upon request. Contractor will not be responsible in any manner for any damage to an enclosure or for any costs and expenses arising from such damage to an enclosure. Customer shall have no authority to subject the equipment to any lien or encumbrance. Customer shall pay an extra yardage/ pickup fee for any of the following: (i) waste material not properly contained; (ii) waste material exceeding height or internal capacity of the equipment; and (iii) contaminated waste or recyclables. If Contractor is assessed an overweight fine, Customer agrees to pay such fine, in addition to any expenses, charges, fines or fees relating thereto, as set forth on any invoice sent to Customer.

NON-HAZARDOUS WASTE ONLY. Customer represents and warrants to Contractor that all solid waste and material deposited in any equipment, and any such material delivered to Contractor, will not contain (i) any hazardous, biohazardous, infectious, radioactive, volatile, corrosive, highly flammable, explosive, biomedical, or toxic waste as defined by any applicable federal, state, or local laws or regulations, (ii) any waste or material that Contractor is not permitted to accept, transport, handle or deposit, (iii) any waste or material that is deposited in equipment and placed for collection in violation of applicable law or regulation, or (iv) any other toxins, chemicals, wastes, substances, or materials which pose an unreasonable risk to human health or the environment as determined by Contractor (collectively, "unacceptable waste"). Contractor shall not be required to accept such unacceptable waste, and reserves the right to suspend the services to be provided by Contractor as contemplated hereunder, in the event Customer deposits such unacceptable waste in or about the equipment, or places such unacceptable waste for collection by Contractor or its designee. Upon receipt by Customer of notice from Contractor (whether, written or verbal), Customer shall immediately remove all unacceptable waste that Customer has deposited in or about Contractor's equipment that is determined or suspected by Contractor to be unacceptable waste pursuant to this Agreement or applicable law or regulation. If Customer fails to immediately remove such unacceptable waste, Contractor shall have the right to arrange for lawful disposal of such unacceptable waste at the sole cost and expense of Customer which Customer agrees to pay pursuant to any invoice sent by Contractor. Customer shall indemnify, defend and hold Contractor, and its affiliates, parents, and subsidiaries, and their respective officers, directors, members, managers, employees, agents and representatives ("Contractor Parties") harmless for any liability, costs, fees, fines, suits, damages and expenses resulting from or arising in connection with placing or depositing such unacceptable waste in or around Contractor's equipment and shall pay Contractor its reasonable expenses and charges for handling, loading, preparing, transporting, storing and caring for any such unacceptable waste. All title and liability to such unacceptable waste shall at all times remain with Customer, regardless of whether any unacceptable waste is loaded or unloaded. Customer shall, at its sole expense, provide any requested chemical characterization of all waste and other materials and shall give Contractor prior notice of any changes in the waste characteristics, consistency or the waste generation process. Customer shall be solely responsible for complying with applicable laws mandating pretreatment, source separation or the recycling of any waste stream or any approval from governmental agencies.

TITLE. Contractor is vested with title to all acceptable solid waste and materials accepted by Contractor. Any revenue or other value received by Contractor as a result of reclamation, recycling or resource recovery shall be solely for the account of Contractor. All equipment furnished by Contractor for use by the Customer shall remain the property of Contractor and the Customer shall have no right, title or interest in such equipment.

INDEMNITY. Customer agrees to defend, hold harmless and indemnify the Contractor Parties from and against any and all losses, costs, damages, suits, liability, fees, fines, and expenses (including, but not limited to, reasonable investigation and legal expenses) arising out of, or in connection with, (i) death or bodily injuries to any person, destruction or damage to any property, or contamination of or adverse effects on the environment, (ii) any violation of governmental laws, regulations, or orders by Customer, (iii) breach of any representation, warranty, obligation, term or provision of the Agreement by Customer, (iv) use, handling, or operation of any equipment provided to Customer by Contractor, (v) damage to pavement, enclosures or equipment as discussed herein, or (vi) by the negligent or willful acts or omissions of Customer's employees or invitees, agents, designees or its subcontractors. The provisions of this paragraph shall survive the termination, cancellation or expiration of this Agreement.

SERVICE RATE, FEE, AND ASSESSMENT ADJUSTMENTS. Because disposal, transportation, environmental compliance, and fuel costs, and all other costs of doing business, constitute a portion of the service costs provided by Contractor and its affiliates, Customer understands that the Contractor may increase service rates as listed below after providing documentation to the town and receiving written approval. Approval will not be unreasonably withheld. Customer also understands and agrees Contractor may impose, and Customer must pay, any environmental and fuel fees and any other fees, charges and assessments, such as, but not limited to, maintenance or administrative fees, as set forth on Customer's invoice, and that Contractor may increase or decrease these fees, charges or assessments at any time and for any reason by showing the amount on Customer's invoice. Customer further understands and agrees that Contractor may increase the service rates, and all environmental and fuel fees, and any other fees, charges and assessments, such as, but not limited to, maintenance or administrative fees, at any time and for any reason, including to help recover a portion of overall costs incurred by Contractor or its affiliated entities as may be necessary to achieve an operating margin acceptable to Contractor and its affiliates. Customer agrees to pay all such increased amounts as shown on Customer's invoice. Customer agrees that Contractor may pass through to Customer cost increases caused by weights being higher than those estimated. Customer shall also pay all federal, state, and local taxes, assessments, fees, host fees or charges, or similar charges directly or indirectly related to the transportation, collection, or disposal of solid waste that are imposed on Contractor by law, ordinance, or regulation and/or agreement with a governmental body, whether imposed retroactively or prospectively. In the event or occurrence of an act, event, or condition that is beyond the control of Contractor and that materially or adversely affects the cost of operation by Contractor or maintenance of Contractor's equipment and facilities, Contractor may increase Customer's service rates, fees, charges, and assessments to the extent necessary to help offset, directly or indirectly, the increase in such costs, which Customer agrees to pay in accordance with any invoice. Contractor may increase service rates, fees, charges, and assessments for reasons other than those set forth above with the consent of the Customer. Such consent may be evidenced verbally, in or by the actions and practices of the parties, or by payment of the invoice service rates, fees, and assessments.

ACCESS. On collection day, Contractor's vehicle shall have clear access to the equipment and Customer's premises. If the equipment is blocked in any way so as to prohibit collection, or Contractor is not granted access to Customer's premises, Customer will be notified and one additional attempt for collection shall be made by Contractor. Any additional collection attempt will be classified as an "extra pick-up." Contractor shall have the right to charge Customer for the extra pick-up, and Customer agrees to pay such charge as stated on Customer's invoice. Contractor shall not be liable in any way, and shall not be deemed to be in breach of this Agreement, for the failure to collect any solid waste or materials in the event Contractor did not have or was denied access to the equipment or Customer's premises.

DRIVEWAYS AND PARKING AREAS. Customer represents and warrants to Contractor that any right-of-way provided by Customer from the equipment location to the most convenient public right-of-way is sufficient to bear the weight of all Contractor's equipment and vehicles required for the performance of this Agreement. Contractor shall not be responsible for damage, or any costs or expenses arising from such damage, to any pavement curbing, driving surface or accompanying sub-surface resulting from Contractor's performance of this Agreement.

ATTORNEY'S FEES. If any legal action or any other proceeding is brought by Contractor for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with this Agreement, Contractor shall be entitled to recover reasonable attorneys' fees, collection fees and other costs (including litigation related costs, costs associated with the engagement of any collection agency, and expert witness fees) leading up to or incurred in that action or proceeding in addition to any other relief to which it may be entitled.

LIMITATION ON LIABILITY. Contractor shall not be liable for any indirect, incidental or consequential damages and its aggregate liability, if any, arising out of this Agreement shall not exceed the aggregate base rate service fees paid to Contractor by Customer, regardless of whether recovery is sought in contract, tort, statute, strict liability or otherwise. EXCEPT AS EXPRESSLY SET FORTH HEREIN, CONTRACTOR MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WHICH ARE EXPRESSLY DISCLAIMED.

ASSIGNMENT AND BENEFIT. Customer may not assign or transfer its rights or obligations under this Agreement without the prior written consent of Contractor. Contractor may assign this Agreement without the consent of Customer, and Customer acknowledges and agrees that any such assignment by Contractor shall release Contractor from any liability under this Agreement from and after the date of the assignment. Subject, to the forgoing, this Agreement shall be binding on the parties and their successors and assigns.

RIGHT TO COMPETE. Customer grants Contractor the right to compete with any offer Customer receives or intends to make or accept relating to any waste services to be rendered after termination of this Agreement and shall give Contractor written notice of any such offer and a reasonable opportunity to respond.

ARBITRATION AGREEMENT, JURY TRIAL WAIVER, AND CLASS ACTION WAIVER CLAUSE. Except for claims by Contractor for collection of payments due and owing by Customer pursuant to any invoice, or individual claims by the Customer against Contractor for property damage, the parties knowingly, voluntarily and irrevocably agree that at the election of either party any controversy or claim arising between them (INCLUDING THOSE CLAIMS ARISING OUT OF OR RELATED TO THIS AGREEMENT OR ANY PRIOR AGREEMENT) shall be resolved by BINDING ARBITRATION under the rules of the American Arbitration Association, which arbitration shall be governed by and enforceable under the Federal Arbitration Act, and judgement on the award may be entered by any court having jurisdiction thereof. WHETHER IN ARBITRATION OR AS OTHERWISE EXCEPTED ABOVE, NO CLAIMS MAY BE BROUGHT AS A CLASS ACTION, ON A CONSOLIDATED BASIS OR ANY OTHER COLLECTIVE OR REPRESENTATIVE PROCEEDING. The parties acknowledge the service Contractor provides Customer impacts and effects interstate commerce and agree that any dispute about the enforceability or scope of the agreement to arbitrate shall be decided by the arbitrator. The parties' mutual promises contained herein, including to arbitrate certain disagreements, rather than litigate them before courts or other bodies, provide consideration for each other for this entire clause. EACH PARTY HERETO HEREBY WAIVES TRIAL BY JURY IN ANY ACTION, PROCEEDING, COUNTERCLAIM OR CROSS-CLAIM BROUGHT BY ANY OF THEM AGAINST THE OTHER AND WAIVES THE RIGHT TO PARTICIPATE AND/OR BE REPRESENTED IN ANY CLASS ACTION. Further, any action (including any arbitration) by Customer against Contractor in connection with this Agreement or any prior Agreement, or arising out of the Agreement or any prior Agreement, must be brought within one (1) year of any alleged breach of contract, tort, violation of statute or other alleged wrongful act. Any proceedings shall be conducted in the location where the services provided by Contractor to the Customer are performed.

SEVERABILITY. The provisions of this Agreement are independent and severable, and no provision shall be affected or rendered invalid or unenforceable by virtue of the fact that another provision has been determined to be invalid or unenforceable in whole or in part. If any provision of this Agreement is held to be unenforceable, then this Agreement will be deemed amended to the extent necessary to render the otherwise unenforceable provision, and the rest of the Agreement, valid and enforceable. If a court declines to amend this Agreement as provided herein, the invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of the remaining provisions, which shall be enforced as if the offending provision had not been included in this Agreement.

CHANGE OF TERMS. Except as otherwise agreed herein or as may be prohibited by applicable law, Contractor and Customer agree that Contractor may change the pre-printed terms and conditions of this Agreement in the future only following notification and approval. Approval will not be unreasonably withheld.

MISCELLANEOUS. Subject to the arbitration provisions set forth above, this Agreement shall be governed by the laws of the state of Virginia without regard to conflicts-of-laws principles that would require the application of any other law and is executed as of the Effective Date specified above. This Agreement constitutes the entire understanding between Contractor and Customer regarding the subject matter hereof and, except as otherwise provided for herein, supersedes all prior negotiations, representations, understandings and agreements, either written or oral, with respect to such subject matter. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy and all of which, when taken together, will be deemed to constitute one and the same agreement. The exchange of copies of this Agreement and of signature pages by facsimile transmission or electronic mail in PDF format will constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of the original Agreement for all purposes. This is an Agreement for the performance of specific services described herein. Customer's representations, warranties, indemnifications and the arbitration provisions of this Agreement shall survive termination of this Agreement.

EQUAL EMPLOYMENT OPPORTUNITY. Executive Order 11246, as amended, Sec. 402 of the Vietnam Era Veterans Readjustment Act of 1974, as amended, Sec. 503 of the Rehabilitation Act of 1973, as amended, and Sec. 61-250.10 and 61-300 (Vets-100A Reporting), Executive Order 13496, and Public Law 95-507 contain required contract clauses relative to equal employment opportunity and are incorporated herein by specific reference. The Contractor further agrees to comply with the provisions of 29 CFR part 471. Additionally, this Contractor and subcontractor shall abide by the requirements of 41 CFR 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment of qualified individuals with disabilities.

TERMS: NET 10 DAYS

Customer Initials



Town of Farmville

Agenda Item Summary

MEETING DATE: September 9, 2026

ITEM NUMBER: 15.a. – 2.2-3711 A.1. Discussion of performance of the Town Manager

BACKGROUND: Mr. Mayor,

I move that the Farmville Town Council convene in closed meeting pursuant to the Code of Virginia, in accordance with the provisions of paragraph A.1. of Section 2.2-3711, for discussion of the performance of the Town Manager.

CERTIFICATION OF CLOSED MEETING

WHEREAS, the Farmville Town Council has convened a closed meeting on this date pursuant to an affirmative recorded vote and in accordance with the provisions of the Virginia Freedom of Information Act; and

WHEREAS, Section 2.2-3712 of the Code of Virginia requires a certification by the Farmville Town Council that such closed meeting was conducted in conformity with Virginia law;

NOW, THEREFORE, BE IT RESOLVED that the Farmville Town Council hereby certifies that, to the best of each member's knowledge, only public business matters lawfully exempted from open meeting requirements by Virginia law were discussed in the closed meeting to which this certification resolution applies, and only such public business matters as were identified in the motion convening the closed meeting were heard, discussed or considered by the Farmville Town Council.

RECOMMENDATION:

FISCAL IMPACT:

ATTACHMENTS: None