



TOWN OF COEBURN

"The Home of Friendly People"

Jimmy F. Williams Jr, *Town Manager*
Kathy Sharpe, *Clerk/Treasurer*
Scott Brooks, *Chief of Police*

Coeburn Town Council

Regular Council Meeting
Monday, April 10, 2023
6:30pm

Town Council

Deventae Mooney, *Mayor*
Sharon Still, *Vice Mayor*
Jeffrey G. Kiser
Carles Collins
Joe Still

1. **Call to Order**
2. **Roll Call**
3. **Invocation**
4. **Pledge of Allegiance**
5. **Public Expression**

Any citizen, taxpayer, or interested person is welcome to come forth and state his or her views concerning the Town. *(Please state: your name; physical address; whether you live in town or out-of-town, and if you are served by the town, or if you are a business owner in town. Please limit your comments and/or questions to 5 minutes).*

6. **Approval of Agenda (amendment by majority vote)**
7. **Reports**
 - a. **Fire Department – Cliff Hawkins, Chief**
 - b. **Police Department – Scott Brooks, Chief**
 - c. **Water Plant – Brian Markham**
 - d. **Town Manager Report – Jimmy F. Williams Jr, *Town Manager***
 - e. **Public Works – Jeff Livingston**
 - f. **The Lane Group- Chris Mullins, *Project Manager***
 - g. **Treasurer/Clerk – Kathy Sharpe, *Treasurer***
 - h. **Attorney Report – Will Sturgill**

Regular Council Meeting
Monday, April 10, 2023
6:30pm

8. New Business

- a. Petition to Destroy Town Records
- b. Invoice Cloud, Payment Services Network, Inc
- c. Utility Rate Survey, FY-2023
- d. Train Depot Discussion
- e. Public Expression Discussion
- f. July 4th Fireworks
- g. Hillcom

9. Old Business

- a. Ringley Park Discussion
- b. Crime Prevention
- c. Remembrance Sign Dedication

10. Closed Session in accordance with Virginia Code §2.2-3711(A.____)

- i. Certification of Closed Session**
- ii. Roll Call Vote**

11. Reconvene Open Meeting

12. Council Actions from Closed Session

13. Council Comments and Concerns

14. Adjournment

Regular Council Meeting
Monday, April 10, 2023
6:30pm



Treasurer's Report

Regular Meeting 4-10-2023

Total Accounts Payable Due: \$56,493.65

Interim Accounts Payable: \$283,861.17

Minutes

March 13, 2023 Regular Meeting Minutes

March 27, 2023 Workshop Meeting Minutes

Cash Report

Posted Cash Balance as of 4/26/2023: **\$234,783.88****

Accounts Payable Due: - \$56,493.65

Outstanding Checks: - \$70,964.59

Total Cash Availability: **\$107,325.64**

Bank Account Balances

American Recovery: \$1,005,988.48 (\$957,109.00 was the beginning balance on this account. Another \$957,109.00 was deposited 7/22/2022) Most recent expenditures: Pool Pump/Pool Filter, etc. **See Attachment**.

UT Escrow: \$133,390.26

Police Dept. Restitution: 1,422.99

Police Dept. Special Events: \$713.73

Redi Access: \$85,494.41

Ringley Expansion Project: \$3,774.27 (Swings \$2,997.00) (Merry Go Round and Teeter Totter \$23,052.00)

Special Events: \$290.41

VRA Reserve Fund: \$51,115.80 (\$6,900.00 was deposited into the account which was required by VRA for the Water System Improvement Project...another \$21,995.04 was deposited which was reimbursed for interest the town paid Powell Valley National Bank).

American Recovery Account

Deposits and Interest		
Date		Amount
7/16/2021	Deposit	\$ 949,458.00
8/11/2021	Deposit	\$ 7,651.00
9/30/2021	Interest	\$ 201.37
12/31/2021	Interest	\$ 231.92
3/31/2022	Interest	\$ 220.61
6/30/2022	Interest	\$ 210.43
7/22/2022	Deposit	\$ 957,109.00
9/30/2022	Interest	\$ 349.72
12/31/2022	Interest	\$ 358.79
2/10/2023	Transferred From Combined (WSIP Reimbursed)	\$ 10,000.00
3/28/2023	Fire Hydrant (Reimbursed-Ins. Paid)	\$ 2,500.00
3/31/2023	Interest	\$ 287.70
	Total	\$ 1,928,578.54

Expenditures		
10/22/2021	Premium Pay	\$ 26,250.00
10/22/2021	Pool Chairs	\$ 1,942.65
11/17/2021	Marquee Sign	\$ 23,876.74
11/29/2021	Premium Pay - Police Department	\$ 10,500.00
3/21/2022	Water Treatment Plant - Computers	\$ 2,380.00
4/29/2022	Delinquent Accounts	\$ 6,030.64
5/27/2022	Water Treatment Plant - Jetter & Flocculator	\$ 40,460.00
5/27/2022	Concrete Planters	\$ 10,155.00
5/11/2022	Utility Penalty & Interest	\$ 35,898.73
6/15/2022	Building & Grounds Trailer	\$ 4,845.00
6/24/2022	Penalty & Interest Missed for Covid Relief	\$ 397.60
6/24/2022	Water Treatment Plant Filter Change	\$ 7,482.67
6/24/2022	Pool & Office Items	\$ 8,449.06
7/12/2022	Town Signs	\$ 4,320.60
7/12/2022	Water Treatment Plant Pump	\$ 936.79
7/12/2022	Water Treatment Plant - Flocculator Installation	\$ 3,986.80
7/12/2022	Sewer Repairs & Materials	\$ 9,765.88
7/12/2022	Christmas Decorations	\$ 4,911.71
7/14/2022	Sewer Repairs & Materials	\$ 56,929.91
8/4/2022	T & B Contractors Inc (Charcoal Filters)	\$ 20,814.13
8/18/2022	VFD Box Installed to Flocculator	\$ 3,031.57
8/26/2022	Ford F550 Dump Truck	\$ 78,495.30
9/1/2022	T & B Contractors Inc (Filter Media Project)	\$ 51,203.20
9/15/2022	T & B Contractors Inc (8" flanged gate valve install)	\$ 1,994.00
9/21/2022	Salt Spreader	\$ 11,133.00
9/29/2022	Town Signs (Second Payment)	\$ 4,320.60
9/29/2022	T & B Contractors Inc (Pipe Gallery Upgrades)	\$ 6,437.00

10/13/2022	Hopper Spreader	\$	7,971.57
11/15/2022	Town Signs	\$	9,207.21
11/15/2022	Computers	\$	14,948.90
11/15/2022	Sewer Repairs & Materials	\$	17,740.00
11/23/2022	Sewer Repairs & Materials	\$	11,066.95
11/28/2022	2022 Can-Am Defender Pro DPS HD10 Snow Plow Etc.	\$	22,749.90
12/8/2022	Fire Hydrant	\$	2,500.00
12/12/2022	Fountain Enclosure	\$	15,492.00
12/20/2022	Signs and Cones	\$	8,659.10
12/28/2022	Garbage Truck	\$	209,900.00
1/19/2023	Magic Box	\$	3,100.00
1/19/2023	Propane Heater	\$	1,771.01
1/25/2023	Lenowisco - WSIP - Payroll	\$	10,000.00
2/2/2023	Flatwoods Pump Station	\$	3,597.20
2/2/2023	Meters & Supplies	\$	13,987.50
2/16/2023	External Defibrillators	\$	29,994.00
2/16/2023	UTV Parts	\$	632.87
3/2/2023	Hydromatic Pump & Install (Guest River Station)	\$	18,824.50
3/2/2023	Meters/Hydrants/Supplies	\$	14,171.27
3/2/2023	Fire Department Uniforms/Equipment	\$	36,763.48
3/23/2023	Lay's - Installation of Heat Pump	\$	600.00
4/6/2023	Pool - Pump/Filter etc.	\$	31,964.02
	Total	\$	922,590.06

Account Balance \$ 1,005,988.48

Accounts Payable Due

Vendor Name	Doc Desc	Doc Date	Due Date	Amount
A & A Enterprises Inc	Police Dept. - Uniforms	4/5/2023	4/13/2023	\$ 65.00
Amazon Capital Services	B & G - Headlight Assembly/Flags	4/1/2023	4/13/2023	\$ 841.92
Bentley Distributing Inc	Town Hall	3/22/2023	4/13/2023	\$ 34.00
Bentley Distributing Inc	Town Hall	3/31/2023	4/13/2023	\$ 10.00
Bentley Distributing Inc	Police Dept. - Restitution Reimbursement	3/31/2023	4/13/2023	\$ 19.00
Bentley Distributing Inc	Police Dept. - Restitution Reimbursement	3/31/2023	4/13/2023	\$ 12.00
Beverly's Gun Shop	Police Dept. - Ammunition	3/31/2023	4/13/2023	\$258.79
CNW Regional Waste Water	Monthly Fee	3/27/2023	4/10/2023	\$29,107.00
Cell Phone Repair	Computer Backup & Protection	4/5/2023	4/13/2023	\$340.00
Collins Full Service	B & g - Unit 018	3/30/2023	4/13/2023	\$20.00
Cox Tractor Company Inc	B & G - Grass Dept. - Supplies for Wheel Deck	3/24/2023	4/13/2023	\$196.01
Dalton Britton	Depot - Deposit Refund	4/2/2023	4/13/2023	\$25.00
DJs Truck Parts	Water Dept. - Bolts/Washers/Nuts	3/27/2023	4/13/2023	\$25.89
DJs Truck Parts	B & G - Safety Glasses/Cable Ties	3/27/2023	4/13/2023	\$60.88
Funk Drilling Co	Sanitation Dept. - Unit 011	3/29/2023	4/13/2023	\$56.16
Home Hardware & Furniture	B & G - Keys	3/24/2023	4/13/2023	\$9.00
KVAT Food City Stores Inc	B & G//Fire Dept./Police Dept./Sanitation/ Sewer Dept./Water Dept.	4/6/2023	4/13/2023	\$5,633.18
Lee Propane	B & G - Shop	3/29/2023	4/13/2023	\$1,508.00
Minnesota Life Ins Co	Employee Insurance	4/4/2023	4/13/2023	\$386.23
MSE Companies	Sanitation Dept. - Dumpsters	3/24/2023	4/13/2023	\$6,210.00
Southwest Septic Tanks & Contractors	Sewer Dept. - Pump Manhole	3/29/2023	4/13/2023	\$480.00
The Coalfield Progress	Admin./Public Heating - Abandon Alleyway	3/14/2023	4/13/2023	\$65.32
Tiffany Gibson	Depot - Deposit Refund	4/1/2023	4/13/2023	\$25.00
United States Treasury	Payroll Taxes	4/3/2023	4/13/2023	\$1,117.73
United States Treasury	Payroll Taxes	4/3/2023	4/13/2023	\$655.98
USA Bluebook	Water Dept. - Xmitter - ARPA	3/27/2023	4/13/2023	\$5,087.71
VFIS	Fire Dept. - Insurance	3/2/2023	4/13/2023	\$1,930.00
VFIS	Fire Dept. - Insurance	3/2/2023	4/13/2023	\$796.00
VUPS Inc	Transmissions	3/31/2023	4/13/2023	\$17.85
William Sturgill	Monthly	4/1/2023	4/10/2023	\$1,500.00
				\$56,493.65

Interim Accounts Payable

Vendor Name	Description	Amount
A & A Enterprises Inc	Police Dept. - Uniforms	\$65.00
Advance Auto Parts	B & G - Shop/Units 002/005/007/018 - Police Dept. - Unit 601	\$2,356.97
Amazon Capital Services	B & G/Treas. - Office Supplies	\$230.24
Appalachian Aggregates LLC	B & G - Stone	\$1,002.73
Bentley Distributing Inc	Town Hall	\$55.50
Bentley Distributing Inc	Police Dept. - Restitution Reimbursement	\$23.50
Cell Phone Repair	Computer Backup & Protection	\$340.00
Cintas	Police Dept./Town Hall - Mats - Sewer Dept./Water Dept. - Uniforms	\$635.46
Coeburn EDA	Budgeted Amount	\$20,000.00
Collins Full Service	Police Dept. - Units 600/601	\$100.00
Consolidated Pipe & Supply	Water Dept. - Meters/Supplies	\$779.75
Cory McReynolds	Depot - Deposit Refund	\$25.00
Delta Tire Center Inc	B & G - Chevrolet/GMC - Police Dept. - Units 601/603	\$2,719.06
DJs Truck Parts	B & G - Shop/Supplies	\$19.42
Dominion Office Products	Admin./Treas. - Office Supplies	\$61.90
FerrellGas	B & G - Complex B	\$12.00
Fisher Auto Parts	B & G - Shop/Units 005/007/012/018 - Police Dept. - Units 600/601	\$1,118.58
Friendly Tire & Auto Repair	B & G - Unit 031	\$280.80
Graybar	Water Treatment Plant - Supplies	\$476.32
Lonesome Pine Regional Library	4th Quarter Allocation	\$1,250.00
Lowes	B & G/Water Dept. - Supplies	\$717.87
Morgan McClure Castlewood	B & G - 2006 Chevrolet Service Truck	\$2,266.91
Morgan McClure Ford Inc	Police Dept. - Unit 601	\$1,632.49
Old Dominion Power	Monthly	\$13,269.73
Ricoh USA Inc	Police Dept - Monthly	\$25.00
Scotty L Vanover	UT - Deposit Refund	\$69.03
Seaboard Asphalt Product Co	B & G - Hole Patch	\$649.20
The Coalfield Progress	Admin. - Promotional Ad	\$115.00
Truist Bank	Admin./B & G/Sanitation Dept./Sewer Dept./Treas./Water Dept.	\$2,365.20
USA Bluebook	Water Treatment Plant - Chemicals	\$511.65
VACORP	Fire Dept. - Insurance	\$1,378.25
Virginia Risk Sharing Association	FY 22/23 Quarterly Renewal Payment	\$32,630.66
VUPS Inc	Transmissions	\$11.55
AT & T Mobility	Monthly	\$2,601.28
Danny's Auto Repair	B & G - Fender & Hood - Public Works Vehicle	\$225.00
Jeff Sanders	B & G - Lay's Heat Pump Installation - ARPA	\$600.00
United Postal Service	UT - Billing Postage	\$582.73
Anthem Blue Cross Blue Shield	Employee Health Insurance	\$26,646.00
Auto Zone	B & G - Shop	\$88.51
Boggs Municipal Services	Water System Improvement Project	\$105,580.15
Charlie Jordan	UT - Deposit Refund	\$50.91
Cintas	Police Dept./Town Hall - Mats - Sewer Dept./Water Dept. - Uniforms	\$647.54
Citco Water	Water Dept. - Chemicals	\$5,132.60
Comcast Cable	Monthly	\$85.69
Consolidated Pipe & Supply	Water Dept. - Meters/Supplies	\$5,409.50
DJs Truck Parts	Water Dept. - Meter Lock	\$2.99
Dominion Office Products	Admin./B & G/Treas. - Office Supplies	\$196.03

FerrellGas	B & G - Complex B	\$672.40
Frizzel Construction Co Inc	Water System Improvement Project	\$2,878.50
Funk Drilling Co.	Water Dept. - Supplies	\$1,732.16
Home Hardware & Furniture	B & G - Unit 034	\$8.00
Matthew Hamilton	UT - Deposit Refund	\$100.00
Old Dominion Power	Monthly	\$85.84
Pace Analytical Services LLC	Water Treatment Plant	\$1,417.63
Pitney Bowes Global Financial	Treasurer - Postage Lease	\$145.29
Powell Valley National Bank	Water System Improvement Project - Interest Pymt.	\$4,865.85
Quill Corporation	Water Dept. - Escrow Acct. Deposit Slips	\$31.99
Red Oak Trading Company	B & G/Depot/Lay's/Library/Police Dept./Pool/Shop	\$868.97
Ricoh USA Inc	Town Hall - Monthly Lease & Usage	\$280.28
The Lincoln National Life Ins Co	Employee Insurance	\$65.05
Town of Coeburn	UB Applied & Refunded - Deposited into Redi-Access	\$1,930.00
Town of Coeburn	Depot - Deposit Refund - Paid on Taxes	\$25.00
Wilson Sales & Service Inc	B & G - Unit 010	\$210.68
Scott County Telephone Co-op	Monthly	\$935.81
DEQ Treasurer of Virginia	Water Treatment Plant - Permits	\$600.00
Pool Supply Unlimited	B & G - Pool Filter/Pump etc. - ARPA	\$31,964.02
		\$283,861.17

Council Minutes
Regular Meeting
March 13, 2023 - 6:30 p.m. – 502 Front St. E, Coeburn, VA

Attendees:

Upon roll call, all members of council were present. Cathy Sharpe – Clerk/Treasurer, Jimmy Williams -Town Manager, and William Sturgill - Town Attorney, were also present.

Call to Order:

Mayor Deventae Mooney called the meeting to order. Mr. Joe Still gave the invocation. The group remained standing for the Pledge of Allegiance led by Mr. Deventae Mooney.

Public Expression:

Mr. Jeff Collins, 202 Alfred Ave NE, advised he is concerned about the appearance of the town. Mr. Collins said he is concerned about the abandoned homes, properties filled with trash and the general appearance of the town. He feels that the town needs to do more to make the homeowners clean up their properties. Mr. Mooney stated that the town is working on the ordinances. Mr. Collins said the town is governed by the Virginia State Code. Mr. Mooney said the town attorney is guiding the town as they deal with this problem. Mr. William Sturgill said there is the Virginia Code and Local Code in place, and he will speak with Mr. Jimmy McElrath at the Wise County Building and Zoning Department about the issue. Mr. Collins feels the town needs to condemn these properties because they are a nuisance. Vice Mayor Sharon Still said the town is working with DHDC and Lenowisco on a program to deal with blighted properties. Mr. Collins said the overgrowth from the property is coming onto his property and he has had to bring in equipment to clean it up. Mr. Mooney said that Mr. William Sturgill will speak with Mr. McElrath and call Mr. Collins and share his findings.

Ms. Belinda Couch, 511 Hamilton Street, thanked the Coeburn Police Department for the extra patrols they are doing on Hamilton Street and the arrests that have been made. Ms. Couch said there will be a Crime Prevention Meeting in April that will take the place of Neighborhood Watch. This meeting will be open to town and county residents. Ms. Couch asked if the town could make standards for trailer parks. Ms. Still said there are ordinances concerning things like yards and grass but there is also an issue of who is responsible, the renter or the owner. Ms. Still said this will be addressed with the Blighted Community Program. Mr. William Sturgill, Town Attorney, said he would look into it to see what the State Code allows. Mr. Joe Still said this is also an issue for the county and the county is also working on dealing with this issue. Ms. Couch asked if they will promote the Crime Prevention Meeting. Council advised they will promote the event once it is finalized and details are made available.

Approval of the Agenda:

Mayor Deventae Mooney made a motion to add New Business (B.) Resolution 23-001 to the agenda. Vice Mayor Sharon Still seconded the motion, which resulted in all Ayes.

Deventae Mooney made a motion to approve the agenda as amended. Sharon Still seconded the motion, which resulted in all Ayes.

Reports:

Fire Department

There was no representative from the fire department present, but an activity report was included in the packets. The fire department also sent a list of elected officers for council to approve.

Sharon Still made a motion to approve officers elected for the 2023 Coeburn Fire Department. Joe Still seconded the motion. A roll call vote resulted in all Ayes.

Police Department

Captain Ryan Gardner gave a report for the month of February 2023. There were 669 total events. Mr. Gardner gave a summary of these events. He advised there was an event resulting in several charges being made taking care of a problem in the town.

Captain Gardner said on March 3, 2023, an email was received from DCJS stating that the Coeburn Police Department was awarded a Federal Law Enforcement Equipment Grant in the amount of \$212,000.00. He advised there is a March 24th deadline to get things purchased and the paperwork completed in order to receive the funding. Mr. Mooney stated the email reads like there will be more money available in the future. Mr. Gardner said he will email a list of items. Mr. Jeff Kiser asked Captain Gardner to email council a copy of the original email along with the list of items being purchased.

Mr. Gardner reported the problem at 510 Hamilton should be resolved. He advised the resident has been moved to an assisted living facility and the woman that was causing issues is incarcerated and has been advised not to return to the residence.

Mr. Gardner also stated that the Crime Prevention Meeting is scheduled for April 6, 2023. Ms. Still asked Captain Gardner to finalize details and let council members know so it can be advertised.

Mr. Jimmy Williams asked if the grant could be used to outfit the cars. Captain Gardner said he thought so. Mr. Joe Still thanked the police department for all their hard work.

Water Plant

Mr. Brian Markham, Water Plant Supervisor, reported that the project is nearing its end hopefully by Friday. He advised tank cleaning is planned for April and the water lines will be flushed in the spring. He said the million gallon tank will be cleaned in the fall and the lines will be flushed again at that time. Mr. Mooney asked that paving be done at the plant as soon as the pavement plant opens, and the town begins paving.

Town Manager

Mr. Jimmy Williams, Town Manager, gave each council member a picture of Ringley Park and advised that Raphael said he would be able to do the necessary concrete work. Mr. Williams said that the ground is very soft there and work will need to be done to dig down to solid ground which will be four to six feet. He said the plan will have to be made according to the playground compliance guidelines. Mr. Williams said there will need to be at least five inches of mulch laid and it will be \$28,593.00 to have the mulch installed. He said this price does not include the barrier to contain the mulch to the play area. Mr. Mooney informed Mr. Williams that a non-profit agency has applied for a grant on behalf of the town and will use that to fund the park project, but the amount of money that would be received or if that agency will be chosen to receive the grant is not known at this time. He said hopefully more information will be available in June. Mr. Mooney said that the RAFA program may be able to fund this project. Ms. Still advised she is working on a grant for the park. Mr. Mooney said that during the meeting with DHCD the Banner watershed was addressed and maybe some work at the park will be able to be tied into that program. Mr. Jeff Kiser asked if there were plans for the park in Bondtown. Mr. Williams advised he thought about raising the park but that will be a situation affecting the floodplain. He suggested more equipment and mulch for the park. Mr. Kiser said the town cannot ignore the park in Bondtown. Mr. Mooney stated that the work at Ringley Park needs to be completed as there are plans in the works.

Mr. Williams reported he has found a filter that meets the needs for the pool for \$14,000.00 for parts but no installation. He asked Ms. Still to get her contact to break down into layman's terms what is needed and if he can install it and give a time frame for the work. Mr. Mooney stated he wants to make sure the installation takes place in time for the pool to open.

Mr. Williams said Raphael will be working near town this week and will schedule a time to come look at the pool and discuss the work that needs to be done there.

Mr. Williams reported he has been in touch with someone to teach the CPR/First Aid Class and the cost will be \$20.00 per person; the date is to be determined. He said he would like to go ahead and install the AEDs in all the places they need to go. Mr. Kiser asked if the boxes would be locked as had been discussed in previous meetings. Mr. Kiser said as he has traveled, he has looked at AED's in other places and none of them have locks on them. Mr. Williams said these are unlocked boxes.

Ms. Sharon Still said the EDA will be meeting soon and needs to know when she could pick up the line-item check for them. Mr. Williams said it would be ready anytime she needed it.

Mr. Mooney said the flooring in the depot kitchen, hallway and bathrooms looks good and he would like to see that flooring all through the building. Mr. Williams said he would have to measure and get the square footage to be able to estimate a price. Mr. Kiser said the flooring in the depot is relatively new. Ms. Still advised there is just a small piece that is chipping and needs to be replaced. She suggested a piece be taken up and matched at Red Oak Trading Company to replace that if the entire floor wasn't being redone. Mr. Mooney said if the town is going to rent the building it needs to be kept in good repair.

Mr. Williams reported the Office of Drinking Water is going to be requiring that all lead and copper pipe must be removed from the ground. He said he had a call set up to get more information and the town will need to have a system in place to identify these lines. Mr. Kiser asked what grant funding is available for this project. Mr. Williams said that will have to be determined; the project is in its early stages.

Mr. Mooney asked about the status of the Main Street project. Mr. Williams said he has that information in his files. Mr. Mooney said that the paperwork on the Main Street program must be done before going forward with any more communication with DHCD. Mr. Mooney asked Mr. Williams to put that on the top of his to do list.

Mr. Joe Still suggested William Sturgill, Town Attorney, write up the requirements of trailer parks as businesses and time frames for moving in and out. Ms. Sharon Still said there are limits as far as how many trailer spots can be on an acre and that there can be no new trailer parks in town limits. Ms. Still said time limits regarding the moving in and out of trailers apply to private lots but not to the lots functioning as a business.

Mr. Williams said he has not been able to get in touch with Mr. Tim Owens to set up an inspection of the town buildings.

Mr. Still asked what the insurance company said about covering the bike ride during the Guest River Rally. Mr. Williams said that the insurance company did not want to cover the race because of the distance and taking the ride into the county. Mr. Still, Ms. Still and Mr. Kiser all said that bike rides had been covered in the past as they were held during the rally and were part of a town sponsored event. Mr. Kiser said he would like to see the ride take place; especially considering that Larry Salyer, who was organizing the race, has passed away. Mr. Williams advised he will speak with the insurance company again, presenting the race as a town event. Mr. Sturgill said he could draw up a waiver for participants to sign.

Mr. Williams said the lawyers for Hill-Con are still reviewing the contracts.

Mr. Williams reported he is working on the order for the awnings for the town buildings.

Mr. Williams stated that Invoice Cloud sounds like exactly what the town needs but will have more information on pricing by the next meeting.

Public Works

Mr. Jeff Livingston, Public Works Supervisor, reported that a setter and meter have been installed at Ashvale Circle, sewer lines were jetted at High Street and Second Street, and debris was removed from the sewer line in Bondtown. The sewer line at Pizza Hut was jetted and public works completed 120 work orders.

Mr. Joe Still said that Ms. Wanda Rose from the Coeburn Community Library asked if public works could remove a stake that is sticking up at the library and presenting a hazard. Ms. Rose told Mr. Still the stake is currently covered by a cone.

Mr. Mooney said the sign beside the propane shop coming into town is lying down and asked that the sign be put back in place. Mr. Mooney also had a call from Ralph Stanley II questioning why his name was removed from the sign. Mr. Stanley offered to help with funding to have his name placed back on the sign. Mr. Williams said he will look into it and get a price for the replacement.

Ms. Still asked if there was any paint for the pool. Mr. Livingston said last year the bottom of the pool was painted, but there was no paint left over. Ms. Still asked if the drain could be concreted in the baby pool before any painting is done.

Mr. Mooney reported he has been in contact with Mr. Matthew Powers with the Virginia Department of Energy and the Eastside High School Earth Science class will be having an Arbor Day event in the Dale Ridge area April 20th. He said tents have been rented and will be brought in on April 19th. The group has also requested the use of the large cans from litter control but public works will need to pick the cans up and deliver them to the site of the event. Mr. Mooney asked public works to coordinate the can delivery with the tent delivery.

The Historical Marker dedication for the Wiley Gwynn sign will be held April 22nd.

Mr. Mooney asked Mr. Williams if he had spoken with Mr. Odle about a Car/Jeep show in April. Mr. Williams said he has spoken with Mr. Odle and is waiting for more information from him.

Ms. Still asked for Clean Up Day to be put on the marquee sign. Clean Up Day is April 22nd and the Town Wide Clean Up will be April 17th through the 21st.

Mr. Mooney said there appeared to be a stove sitting on the curb across from the Pawn Shop and asked for someone to check and see about that.

Mr. Still asked if public works had found anything near the hydrant by his house. Mr. Williams said that is a wet weather spring and tests negative for chlorine.

Lane Group

There was no representative from The Lane Group present. Mr. Joe Still asked where Mr. Mullins was in his architectural rendering of the depot. Mr. Williams advised that Mr. Mullins will have something by April.

Mr. Williams reported that the project in Banner is complete. Ms. Still asked about the bridge in Banner. Mr. Mooney said that the town doesn't own it and that is all the town has to offer on the issue of ownership. Mr. Kiser said the town only owns one bridge and that he would hate to even say that the bridge in Banner is owned by the state because it could be privately owned. The landowner will have to find out who owns that bridge.

Treasurer Report

Ms. Cathy Sharpe, Clerk/Treasurer, reported a posted cash balance in the amount of \$319,610.03 as of 3/10/2023. She reported outstanding checks in the amount of \$15,344.37, accounts payable due in the amount of \$65,050.53 and interim accounts payable in the amount of \$449,727.35. This amount includes the Water System Improvement Project checks. After deducting the accounts payable due and outstanding checks, the reconciled balance was \$239,215.13.

Ms. Sharpe presented meeting minutes for February 13, 2023, regular meeting and February 27, 2023, workshop meeting.

Ms. Sharpe reported two additional deposits since reports had been presented for the meeting. Friday's deposit was \$10,618.75 and today's deposit was \$7,638.86 making the total cash availability \$257,472.74.

Mr. Mooney looked back at the balance from last year and said it is close to the same amount as now.

Mr. Mooney found a typo in the February 13th meeting minutes. He advised the Sandy Ridge Captain's last name is Indseth, not Williams. Ms. Sharpe said she will make the corrections.

Sharon Still made a motion to accept the total accounts payable due as presented. Deventae Mooney seconded the motion, which resulted in all Ayes.

Sharon Still made a motion to accept the interim accounts payable due as presented. Deventae Mooney seconded the motion, which resulted in all Ayes.

Sharon Still made a motion to accept the February 13, 2023, regular meeting minutes with the last name change for the Sandy Ridge Captain from Williams to Indseth. Deventae Mooney seconded the motion, which resulted in all Ayes. Mr. Jeff Kiser abstained.

Sharon Still made a motion to accept the February 27, 2023, workshop meeting minutes with the change to the Sandy Ridge Captain's last name from Williams to Indseth. Deventae Mooney seconded the motion, which resulted in all Ayes.

Attorney Report

William Sturgill, Town Attorney, reported he has an agreement ready for the EDA.

New Business:

- A. First Bank and Trust - Mr. Williams has been in contact with Ms. Melissa Coffey to find out what paperwork and Resolution would be needed to open a new bank account. Mr. Williams said he will get the information and paperwork together.
- B. Resolution 23-001 - The Town of Coeburn recognized the Eastside One Act team for its ninth straight State Championship. The town expressed its pride in the Eastside One Act team's outstanding performance, hard work and the fine manner in which the team represented the town.

Jeff Kiser made a motion to approve Resolution 23-001. Sharon Still seconded the motion, which resulted in all Ayes.

Old Business:

- A. Purchase of a New Service Truck for Public Works - Mr. Williams presented a quote from a dealer in West Virginia and is waiting to hear from Toms Trucking. He said he cannot get a state bid because it is outside of the window to place bids.

Ms. Still asked if the truck with the red hood was operational. Mr. Williams said it is but needs to be tagged. Mr. Williams also said the backhoe is ready and sitting in Norton. Mr. Mooney asked Mr. Williams to let council know when the backhoe makes it to Coeburn.

- B. Purchase of Heat Pump for Lay's Building - Mr. Williams advised that representatives from Lay's had verbal quotes but said they would go with the quote Mr. Jeff Livingston has from the group in Florida. He said that quote is around \$4,200.00 but does not include installation which could be in the neighborhood of \$1,000.00. Ms. Still asked if ARPA funds could be used for that. She said she feels comfortable using those funds to replace the heat pump.

Sharon Still made a motion to purchase a heat pump for the Lay's Building using ARPA funds of no more than \$5,500.00. Joe Still seconded the motion, which resulted in all Ayes.

Mayor Deventae Mooney made a motion to enter into closed session in accordance with Virginia Code §2.2-3711 (A1) to discuss performance of Town of Coeburn personnel and §2.2-3711 (A8) to discuss with legal counsel pertaining to possible litigation and §2.2-3711 (A7) to discuss legal matters. Ms. Sharon Still seconded the motion, which resulted in all Ayes.

Closed Session:

Immediately following closed session, Mr. William Sturgill, Town Attorney, read "Certification of Closed Meeting", which is attached to these minutes and made a part hereof. A roll call vote certifying that only business matters that were identified in the motion convening were discussed or considered. The roll call vote resulted in all Ayes.

There were no actions resulting from Closed Session.

Council Comments and Concerns:

Carles Collins - Mr. Collins had no comments or concerns.

Jeff Kiser - Mr. Kiser expressed his condolences to the family of Mr. Larry Salyer. Mr. Salyer, former Mayor of the Town of Coeburn, has passed away. Mr. Kiser feels the town needs to honor Mr. Salyer in some way.

Joe Still - Mr. Still said he appreciates everything that everyone does to move the town along.

Sharon Still - Ms. Still said she would like to commend the girls' basketball team for coming in 2nd in the State Championship. She said the team appreciated seeing the marquee and the support from the town. Ms. Still appreciates everything everyone does for the town.

Deventae Mooney - Mr. Mooney said he echoes everything said by his fellow council members.

Adjournment:

Mr. Deventae Mooney made a motion to adjourn this meeting. Ms. Sharon Still seconded the motion, which resulted in all Ayes.

Respectfully Submitted,

Attest: Cathy Sharpe, Clerk

Deventae Mooney, Mayor

Council Minutes
Workshop Meeting
March 27, 2023 - 6:30 p.m. – 502 Front St. E, Coeburn, VA

Attendees:

Upon roll call, the following members of council were present: Mayor Deventae Mooney, Vice Mayor Sharon Still, Carles Collins and Joe Still. Mr. Jeff Kiser was absent. Cathy Sharpe - Clerk/Treasurer, Jimmy Williams - Town Manager, and William Sturgill, Town Attorney, were also present.

Call to Order:

Mayor Deventae Mooney called the meeting to order. Mr. Joe Still gave the invocation. The group remained standing for the Pledge of Allegiance led by Mr. Deventae Mooney.

Public Expression:

Mr. Jeff Collins, 202 Alfred Avenue NE, said he is concerned about the state of some of the properties in the town. He specifically mentioned the property on the left as you turn up Coeburn Mountain on the way to the pool. Mr. Collins feels that this is a safety and health issue and the town needs to pass ordinances to deal with these properties that are in disrepair or piled up with trash. Mr. Collins would like to see the town give him a solution to the problem. He suggested that the town update the website and have all the ordinances on the site. Mr. Collins said there are also issues with crime and he has had to go around Coeburn to find things that have been stolen from him.

Vice Mayor Sharon Still assured Mr. Collins that work is being done with Lenowisco to clean up these properties. She said there is a process that must be followed but the process is moving along. Ms. Still said she will get with Town Manager, Jimmy Williams, to get the ordinances on the website. Ms. Still also informed Mr. Collins that there is a Crime Prevention Meeting tentatively scheduled for April 6, 2023.

Ms. Shirley Cassidy, 704 Plum Avenue, asked that problems in the two trailer parks near her home be taken care of. She said these trailer parks are in disrepair. Ms. Cassidy is asking that the owners be contacted and have them straighten up the trailer parks. She said the area needs to be cleaned up. Ms. Cassidy stated that there are two windows that are loose in the Rally Shack, and they need to be repaired. She is also concerned that there has been no work done at Ringley Park to provide handicapped access for children with special needs.

Ms. Still assured Ms. Cassidy that the complaints aren't falling on deaf ears, but it is a tangled mess going through both local and state codes and informing homeowners/landowners of the need to clean up. Mr. William Sturgill, Town Attorney, said he is expecting a call from Mr. Jimmy McElrath from Wise County Building and Zoning concerning this matter.

Ms. Cassidy thanked everyone for all their time, work, and all they do for the town.

Public expression was closed.

Approval of the Agenda:

Sharon Still made a motion to move New Business (A.) Historical Marker Dedication to before reports. Mr. Joe Still seconded the motion, which resulted in all Ayes.

Deventae Mooney made a motion to approve the agenda as amended. Sharon Still seconded the motion, which resulted in all Ayes.

New Business:

- A. Historical Marker Dedication - Mr. Preston Mitchell reported the Town of Coeburn was the first town in the county to approve a Resolution supporting the Community Remembrance Project. He said it is now time to place the third and final marker, the Wiley Guynn marker. Mr. Wiley Guynn was lynched in Bondtown in 1902. With help from the community, the approximate location of the cell was found to be near the Bondtown Community Church. There is a tentative date set to install the marker on April 22, 2023. Once the marker is delivered, the date will be set, and the dedication ceremony will be held at 12 p.m. and will be followed by a reception. The Equal Justice Initiative will have literature available showing the work they do nationwide. Mr. Mitchell said he will invite people to the event and may even find some people who want to help with the clean-up event. Black in Appalachia will be on hand filming the event. Public Works will be installing the sign.

Reports:

Fire Department

There was no representative from the Fire Department present.

Police Department

Captain Ryan Gardner did not bring a report but went over the purchases made with the \$212,000.00 grant that was awarded to the police department for purchase of law enforcement equipment. He reported the police department has purchased two Ford Expeditions and an Interceptor, six laptops with mounts for the cars, three new consoles for the vehicles, installation fees, emergency light package for the new vehicles, base station radios, a cage, push bumpers and exterior light fixtures for the Expeditions. Mr. Gardner said the cages will have shotgun holders, and six new shotguns have been purchased along with ten backup weapons. There were two new duty weapons ordered, six new car unlocking systems and new Stinger spike systems.

Ms. Still reminded Captain Gardner to keep the cars completely tobacco free. Captain Gardner said that has been discussed with the police chief. Mr. Mooney mentioned that the vehicles need

to be on a 30 or 60-day service schedule if they have to be taken to a dealership to keep up the warranty. He said after that the town will service the vehicles.

Ms. Still asked Mr. Gardner about the Crime Prevention Meeting. Mr. Gardner said he should hear something tomorrow and will inform everyone when he has the information.

Water Plant

There was no representative from the water plant present. Mr. Jimmy Williams, Town Manager, reported there are still a few things to complete at the water plant. He said the roof of the building where the chemicals are stored needs to be replaced but there are no funds left to do so. Mr. Carles Collins asked what all work was done at the plant. Mr. Williams said there were new valves and tanks installed, new computer systems and cutting off the old line from the dam. Ms. Still said Mr. Chris Mullins with The Lane Group said that the town has the most up to date water plant in the area. Mr. Mooney asked Mr. Williams to see what the project fell short on and give an update with that information.

Town Manager

Mr. Jimmy Williams, Town Manager, reported he has been working to update the town's website. He said the awnings have been ordered and AED's have been placed in buildings throughout the town. He said he is looking to schedule First Aid Training classes around May 8, 2023.

Mr. Joe Still asked the status of the vehicles the town ordered. Captain Gardner said that he will call to get a date and said the three he ordered includes delivery.

Mr. Deventae Mooney asked if Captain Gardner will be attending the taser training class. Captain Gardner said he will be attending.

Mr. Still asked about the trackers on the vehicles. Mr. Williams said they are no longer being used or paid for.

Mr. Mooney asked if Raphael has sent Mr. Williams any diagrams or pricing. Mr. Williams replied he has not.

Mr. Mooney asked if the toilet leak in the women's room has been repaired at the depot. Mr. Livingston said he thinks that it has been fixed.

Mr. Williams said the meeting with Invoice Cloud was rescheduled and should be March 28, 2023, at 2 p.m.

Mr. Still asked about flags for the flagpole at the depot. Mr. Williams said that new flags have been ordered. Mr. Mooney asked that Mr. Livingston pick them up and hang them tomorrow. Ms. Still asked that when the flags are ragged to please take them down and order new ones.

Mr. Mooney asked Mr. Williams to check on the pricing for the Ralph Stanley II sign for the Welcome to Coeburn sign this week.

Mr. Carles Collins asked if the whole flagpole on the hill needs changed or if the pully system could be changed. Ms. Still said replacing the pully system may be cheaper than replacing the pole. She said that the pole needs to be inspected to see what exactly is needed to fix it.

Ms. Still asked Mr. Williams when the budget would be ready. Mr. Williams said the majority of the budget is done, and he will have it by April 10, 2023.

Public Works

Mr. Jeff Livingston, Public Works Supervisor, reported that the drains have been cleaned on Grant Street, the stove has been removed from the old Tiger Market parking lot, the drain at the kiddy pool was concreted, the back wall of the depot was repaired, and the manhole was repaired at Miners Exchange Bank. He said the heat pump was installed at the Lay's building. He reported eighty work orders were completed.

Mr. Carles Collins informed Mr. Livingston that there was a sign down on Kiser Avenue.

Mr. Livingston said he thinks that the state is in charge of Bluebell Hollow Road.

Lane Group

There was no representative present from The Lane Group.

Treasurer Report

Ms. Cathy Sharpe, Clerk/Treasurer, reported a posted cash balance of \$267,962.95 as of 3/24/2023. She reported outstanding checks in the amount of \$34,153.24, accounts payable due in the amount of \$5,116.23 and interim accounts payable in the amount of \$91,203.78. After deducting the accounts payable due and outstanding checks, the reconciled balance was \$228,693.48.

Ms. Sharpe advised that March 13, 2023, regular meeting minutes will be distributed along with the April 10, 2023, council packets.

Ms. Sharpe reported two additional deposits since reports had been presented for the meeting. Friday's deposit was \$1,314.04 and today's deposit was \$2,185.11, making the total cash availability \$232,192.63.

Mr. Mooney asked about the payment for the heat pump. Mr. Williams said the \$600.00 payment was for the heat pump installation at Lay's.

Mr. Still asked about the \$2,500.00 payment for the fire hydrant. Mr. Williams advised the town paid for the hydrant and was reimbursed for that payment out of the ARPA account.

Ms. Still asked about the magic box listed on the ARPA spreadsheet. Mr. Williams informed Ms. Still that the box is a type of flow meter.

Ms. Still asked about the payment for the signs funded by ARPA. There are three payments for signs. Mr. Williams said he would have to look back to see what payment goes with each set of signs.

Attorney Report

William Sturgill, Town Attorney, reported he has a conference set up with Mr. Jimmy McElrath to discuss building and trailer park issues. Mr. Sturgill has been researching nuisance codes and is researching litter ordinances and seeing what provisions will need to be applied. Mr. Sturgill is looking into who is responsible for clean-up and recouping costs spent on it.

Mr. Mooney asked Mr. Sturgill to draw up a Resolution recognizing the student on the Forensics Team that won their division at the State Competition. Mr. Mooney said he will send Mr. Sturgill the information for the individual.

New Business:

- A. Purchase of Pool Equipment - Mr. Williams said the installation fee is worth it for the pool filter, etc. He said he has found the same size sand filter for under \$10,000.00. Mr. Williams has stock numbers and has located the needed parts. He said he contacted R & F Electrical about a 10-horsepower pump. He reported the current pump is obsolete and has found a 20-horsepower pump for \$6,900.00. Mr. Williams advised these items will need to be installed and said some sand and pea gravel are also needed. He said he is also looking for a chlorine injector. Mr. Mooney said since tonight isn't a voting meeting, he would like to do a consensus to order the pool items.

Mayor Deventae Mooney called for a consensus to allow Mr. Jimmy Williams to go ahead and order what is needed for the pool, allowing a budget of \$45,000.00 in order to allow time to get the items installed before opening day. All council members present agreed. There will be a formal vote at the next meeting.

The pool will open Memorial Day Weekend, May 29, 2023. Paint will need to be ordered to paint the pool before opening day.

- B. Time and Attendance Policy - Mr. Williams advised he has made some changes to the personnel policy, and will go over those changes with Mr. William Sturgill. Mr. Mooney asked that Mr. Williams go over those changes with all department heads to make sure there are no issues. Ms. Still needed clarification about notifying supervisors about absences or tardiness and reviewed who was supervising each department.

Old Business:

There was no old business to discuss.

Mayor Deventae Mooney made a motion to enter into closed session in accordance with Virginia Code §2.2-3711 (A1) to discuss performance of Town of Coeburn personnel and §2.2-3711 (A8) to discuss with legal counsel pertaining to legal matters. Ms. Sharon Still seconded the motion, which resulted in all Ayes.

Closed Session:

Immediately following closed session, Mr. William Sturgill, Town Attorney, read “Certification of Closed Meeting”, which is attached to these minutes and made a part hereof. A roll call vote certifying that only business matters that were identified in the motion convening were discussed or considered. The roll call vote resulted in all Ayes.

There were no actions resulting from Closed Session.

Council Comments and Concerns:

Carles Collins - Mr. Collins had no comments or concerns.

Joe Still - Mr. Still had no comments or concerns.

Sharon Still - Ms. Still had no comments or concerns.

Deventae Mooney - Mr. Mooney had no comments or concerns.

Adjournment:

Mr. Deventae Mooney made a motion to adjourn this meeting. Mr. Joe Still seconded the motion, which resulted in all Ayes.

Respectfully Submitted,

Attest: Cathy Sharpe, Clerk

Deventae Mooney, Mayor

Cash Availability Comparison

	2023	2022	2021	2020	2019	2018
July Regular Meeting Reported		\$ 210,683.35	\$ 1,117,152.46	\$ 45,870.50	\$ 111,843.43	\$ (9,150.51)
July Workshop Meeting Reported		\$ 195,680.58	N/A	\$ 37,359.63	\$ 149,934.50	\$ (7,698.78)
August Regular Meeting Reported		\$ 151,556.78	\$ 156,686.84	\$ 10,422.26	\$ 76,511.06	\$ 8,733.55
August Workshop Meeting Reported		\$ 191,277.78	\$ 206,568.10	\$ 81,758.28	\$ 72,264.67	\$ 10,394.98
September Regular Meeting Reported		\$ 142,162.94	\$ 197,481.63	\$ 79,356.29	\$ 69,564.36	\$ 20,236.57
September Workshop Meeting Reported		\$ 141,994.95	\$ 257,922.99	\$ 95,756.17	\$ 35,816.21	\$ (26,170.63)
October Regular Meeting Reported		\$ 105,791.42	\$ 244,495.65	\$ 19,682.05	\$ 6,834.59	\$ (39,766.39)
October Workshop Meeting Reported		\$ 110,252.41	\$ 210,488.33	\$ 45,064.45	\$ 9,783.21	\$ (57,494.99)
November Regular Meeting Reported		\$ 66,067.81	\$ 164,829.65	\$ 26,142.93	\$ 11,204.75	\$ (32,147.55)
November Workshop Meeting Reported		\$ 116,382.38	\$ 254,489.66	\$ 101,491.47	\$ 53,901.74	N/A
December Regular Meeting Reported		\$ 192,692.29	\$ 376,131.36	\$ 155,488.24	\$ 145,420.41	\$ 75,050.64
December Workshop Meeting Reported		N/A	N/A	N/A	N/A	N/A
January Regular Meeting Reported	N/A	\$ 265,398.03	\$ 133,541.99	\$ 86,726.85	\$ 52,782.61	\$ 6,642.11
January Workshop Meeting Reported	\$ 176,306.60	\$ 255,841.15	\$ 105,425.71	N/A	\$ 17,951.93	N/A
February Regular Meeting Reported	\$ 196,551.08	\$ 286,049.24	\$ 78,731.25	\$ 37,075.76	\$ 43,087.68	\$ (18,247.27)
February Workshop Meeting Reported	\$ 202,363.93	\$ 233,647.97	\$ 112,821.19	N/A	\$ 24,601.90	\$ (23,125.60)
March Regular Meeting Reported	\$ 239,215.13	\$ 269,618.14	\$ 54,553.41	\$ 39,312.95	\$ 31,991.80	\$ (37,100.14)
March Workshop Meeting Reported	\$ 228,693.48	N/A	\$ 122,796.57	N/A	\$ 36,606.50	\$ (31,331.45)
April Regular Meeting Reported	\$ 107,325.64	\$ 219,832.15	\$ 155,412.27	\$ 35,757.52	\$ 42,482.88	\$ (51,849.51)
April Workshop Meeting Reported		N/A	\$ 134,276.75	\$ 14,604.59	\$ 35,340.86	N/A
May Regular Meeting Reported		\$ 272,179.43	\$ 194,409.13	\$ 64,992.72	\$ 107,626.76	\$ (4,285.16)
May Workshop Meeting Reported		\$ 339,537.85	N/A	\$ 82,633.87	\$ 117,692.13	N/A
June Regular Meeting Reported		\$ 290,652.06	\$ 208,386.36	\$ 88,517.70	\$ 105,300.90	\$ 16,374.89
June Workshop Meeting Reported		\$ 273,905.63	\$ 230,699.06	\$ 112,205.53	\$ 134,425.30	N/A



Billing Statement

K-VA-T Food Stores, Inc.
PO Box 1158
Abingdon, VA 24212

Billing Date : 04/06/2023

Due Date : 04/16/2023

Master Account No.: 10090893

BALANCE IN FULL - Due Within 10 Days of Billing Date!

Bill To :

Town Of Coeburn
Attn: Cathy Sharpe
P.O. Box 370
Coeburn, VA 24230

Account Summary

Previous Balance	\$5,023.53
Payments - THANK YOU!	(\$5,023.53)
New Charges	\$5,633.18
Total Amount Due	\$5,633.18

Opening/Closing Date

03/01/2023 - 03/31/2023

Date	Card#	Card Holder	Charges	Payments	Description	Balance Due
<i>Previous Balance</i>						\$5,023.53
03/10/2023				(\$5,023.53)	11604 FRONT STREET WEST, COEBURN, VA 24230 - #3893	(\$5,023.53)
03/06/2023	1096	Livingston,Jeffrey	\$81.40		11604 FRONT STREET WEST, COEBURN, VA 24230 - #3893	\$81.40
03/07/2023	1096	Livingston,Jeffrey	\$87.44		11604 FRONT STREET WEST, COEBURN, VA 24230 - #3893	\$87.44
03/10/2023	1096	Livingston,Jeffrey	\$61.05		11604 FRONT STREET WEST, COEBURN, VA 24230 - #3893	\$61.05
03/10/2023	1096	Livingston,Jeffrey	\$36.49		11604 FRONT STREET WEST, COEBURN, VA 24230 - #3893	\$36.49
03/16/2023	1096	Livingston,Jeffrey	\$95.00		11604 FRONT STREET WEST, COEBURN, VA 24230 - #3893	\$95.00
03/24/2023	1096	Livingston,Jeffrey	\$88.11		11604 FRONT STREET WEST, COEBURN, VA 24230 - #3893	\$88.11
Balance Summary						
Paperless Billing Option						0 - 30 Days : \$5,633.18
Enrolling in this service is fast and easy. Simply complete the lower left portion of your remittance slip and return it to us with your payment or email your request to storecharge@foodcity.com						31-60 past due balance : \$0.00
						61-90 past due balance : \$0.00
						Over 90 past due balance : \$0.00
Any Past Due balances still remaining at Invoice date are subject to late payment penalty fee as stated in the K-VA-T Food Stores- Business Account Agreement.						
Total Balance Due						\$5,633.18

Detach and enclose this portion with your payment. Please write your account number on your check. Do not send cash.



Town Of Coeburn
Attn: Cathy Sharpe
P.O. Box 370
Coeburn, VA 24230

Account Number 10090893

Balance Due \$5,633.18

Amount Enclosed \$ _____

• If 'Balance Due' amount is in parenthesis, you currently have a credit balance. DO NOT PAY.

Check here and fill out back of this slip if your account needs changes

Make checks payable to Food City

FOOD CITY
PO BOX 1158
ABINGDON, VA 24212

If you wish to pay at a Food City location, detach this slip and be sure to bring your card.

To enroll in electronic delivery of statements, please check here _____

Enter your email information. _____

If you have any questions please contact Store Charge and Tax Exempt group.

At 1-800-826-8451 or StoreCharge@foodcity.com



Billing Statement

K-VA-T Food Stores, Inc.
 PO Box 1158
 Abingdon, VA 24212

Billing Date : 04/06/2023

Due Date : 04/16/2023

Master Account No.: 10090893

Account Detail (continued)

Date	Card#	Card Holder	Charges	Payments	Description	Balance Due
03/31/2023	1096	Livingston,Jeffrey	\$96.01		11604 FRONT STREET WEST, COEBURN, VA 24230 - #3893	\$96.01
03/02/2023	1334	Adkins,Dennis	\$37.00		11604 FRONT STREET WEST, COEBURN, VA 24230 - #3893	\$37.00
03/08/2023	1334	Adkins,Dennis	\$42.00		11604 FRONT STREET WEST, COEBURN, VA 24230 - #3893	\$42.00
03/09/2023	1334	Adkins,Dennis	\$42.01		11604 FRONT STREET WEST, COEBURN, VA 24230 - #3893	\$42.01
03/17/2023	1334	Adkins,Dennis	\$45.00		11604 FRONT STREET WEST, COEBURN, VA 24230 - #3893	\$45.00
03/24/2023	1334	Adkins,Dennis	\$49.98		100 BONHAM ROAD, BRISTOL, VA 24201 - #816	\$49.98
03/04/2023	1335	Brickey,Randall	\$44.48		11604 FRONT STREET WEST, COEBURN, VA 24230 - #3893	\$44.48
03/06/2023	1335	Brickey,Randall	\$41.00		11604 FRONT STREET WEST, COEBURN, VA 24230 - #3893	\$41.00
03/10/2023	1335	Brickey,Randall	\$40.01		11604 FRONT STREET WEST, COEBURN, VA 24230 - #3893	\$40.01
03/12/2023	1335	Brickey,Randall	\$41.01		11604 FRONT STREET WEST, COEBURN, VA 24230 - #3893	\$41.01
03/15/2023	1335	Brickey,Randall	\$46.01		11604 FRONT STREET WEST, COEBURN, VA 24230 - #3893	\$46.01
03/18/2023	1335	Brickey,Randall	\$45.00		11604 FRONT STREET WEST, COEBURN, VA 24230 - #3893	\$45.00
03/20/2023	1335	Brickey,Randall	\$41.00		11604 FRONT STREET WEST, COEBURN, VA 24230 - #3893	\$41.00
03/26/2023	1335	Brickey,Randall	\$7.00		11604 FRONT STREET WEST, COEBURN, VA 24230 - #3893	\$7.00
03/27/2023	1335	Brickey,Randall	\$16.00		11604 FRONT STREET WEST, COEBURN, VA 24230 - #3893	\$16.00
03/01/2023	1338	Demory,Edwin	\$29.90		100 BONHAM ROAD, BRISTOL, VA 24201 - #816	\$29.90
03/07/2023	1338	Demory,Edwin	\$32.26		100 BONHAM ROAD, BRISTOL, VA 24201 - #816	\$32.26
03/13/2023	1338	Demory,Edwin	\$33.18		396 TOWNE CENTRE DRIVE, ABINGDON, VA 24210 - #823	\$33.18
03/16/2023	1338	Demory,Edwin	\$29.38		100 BONHAM ROAD, BRISTOL, VA 24201 - #816	\$29.38
03/23/2023	1338	Demory,Edwin	\$32.59		11604 FRONT STREET WEST, COEBURN, VA 24230 - #3893	\$32.59



Billing Statement

K-VA-T Food Stores, Inc.
 PO Box 1158
 Abingdon, VA 24212

Billing Date : 04/06/2023

Due Date : 04/16/2023

Master Account No.: 10090893

Account Detail (continued)

Date	Card#	Card Holder	Charges	Payments	Description	Balance Due
03/28/2023	1338	Demory,Edwin	\$34.98		11604 FRONT STREET WEST, COEBURN, VA 24230 - #3893	\$34.98
03/03/2023	1339	Farmer,Randy	\$42.41		11604 FRONT STREET WEST, COEBURN, VA 24230 - #3893	\$42.41
03/09/2023	1339	Farmer,Randy	\$41.43		11604 FRONT STREET WEST, COEBURN, VA 24230 - #3893	\$41.43
03/14/2023	1339	Farmer,Randy	\$117.47		11604 FRONT STREET WEST, COEBURN, VA 24230 - #3893	\$117.47
03/22/2023	1339	Farmer,Randy	\$39.00		11604 FRONT STREET WEST, COEBURN, VA 24230 - #3893	\$39.00
03/29/2023	1339	Farmer,Randy	\$30.00		11604 FRONT STREET WEST, COEBURN, VA 24230 - #3893	\$30.00
03/30/2023	1339	Farmer,Randy	\$157.31		11604 FRONT STREET WEST, COEBURN, VA 24230 - #3893	\$157.31
03/30/2023	1339	Farmer,Randy	\$51.07		11604 FRONT STREET WEST, COEBURN, VA 24230 - #3893	\$51.07
03/06/2023	1342	Garrison,Tracy	\$60.20		11604 FRONT STREET WEST, COEBURN, VA 24230 - #3893	\$60.20
03/21/2023	1342	Garrison,Tracy	\$55.40		11604 FRONT STREET WEST, COEBURN, VA 24230 - #3893	\$55.40
03/08/2023	1343	Gibson,David	\$40.00		11604 FRONT STREET WEST, COEBURN, VA 24230 - #3893	\$40.00
03/20/2023	1343	Gibson,David	\$125.00		11604 FRONT STREET WEST, COEBURN, VA 24230 - #3893	\$125.00
03/23/2023	1343	Gibson,David	\$60.00		11604 FRONT STREET WEST, COEBURN, VA 24230 - #3893	\$60.00
03/13/2023	1344	Kilgore,David	\$85.45		11604 FRONT STREET WEST, COEBURN, VA 24230 - #3893	\$85.45
03/22/2023	1344	Kilgore,David	\$78.90		11604 FRONT STREET WEST, COEBURN, VA 24230 - #3893	\$78.90
03/22/2023	1344	Kilgore,David	\$22.13		11604 FRONT STREET WEST, COEBURN, VA 24230 - #3893	\$22.13
03/20/2023	1350	Wireman,Randall	\$32.00		11604 FRONT STREET WEST, COEBURN, VA 24230 - #3893	\$32.00
03/20/2023	1350	Wireman,Randall	\$106.00		11604 FRONT STREET WEST, COEBURN, VA 24230 - #3893	\$106.00
03/30/2023	1350	Wireman,Randall	\$88.00		11604 FRONT STREET WEST, COEBURN, VA 24230 - #3893	\$88.00
03/10/2023	1352	CFD Unit 682	\$114.43		11604 FRONT STREET WEST, COEBURN, VA 24230 - #3893	\$114.43



Billing Statement

K-VA-T Food Stores, Inc.
 PO Box 1158
 Abingdon, VA 24212

Billing Date : 04/06/2023

Due Date : 04/16/2023

Master Account No.: 10090893

Account Detail (continued)

Date	Card#	Card Holder	Charges	Payments	Description	Balance Due
03/10/2023	1355	CFD Unit 686	\$60.01		11604 FRONT STREET WEST, COEBURN, VA 24230 - #3893	\$60.01
03/25/2023	1355	CFD Unit 686	\$32.46		11604 FRONT STREET WEST, COEBURN, VA 24230 - #3893	\$32.46
03/31/2023	1355	CFD Unit 686	\$22.33		11604 FRONT STREET WEST, COEBURN, VA 24230 - #3893	\$22.33
03/22/2023	1356	CFD Unit 687	\$71.27		11604 FRONT STREET WEST, COEBURN, VA 24230 - #3893	\$71.27
03/16/2023	1378	Gibson,Channon	\$180.97		11604 FRONT STREET WEST, COEBURN, VA 24230 - #3893	\$180.97
03/20/2023	1378	Gibson,Channon	\$87.41		11604 FRONT STREET WEST, COEBURN, VA 24230 - #3893	\$87.41
03/22/2023	1378	Gibson,Channon	\$82.53		11604 FRONT STREET WEST, COEBURN, VA 24230 - #3893	\$82.53
03/02/2023	1402	Meade,Brandon	\$35.02		11604 FRONT STREET WEST, COEBURN, VA 24230 - #3893	\$35.02
03/03/2023	1402	Meade,Brandon	\$40.03		11604 FRONT STREET WEST, COEBURN, VA 24230 - #3893	\$40.03
03/05/2023	1402	Meade,Brandon	\$38.15		11604 FRONT STREET WEST, COEBURN, VA 24230 - #3893	\$38.15
03/07/2023	1402	Meade,Brandon	\$41.02		11604 FRONT STREET WEST, COEBURN, VA 24230 - #3893	\$41.02
03/09/2023	1402	Meade,Brandon	\$31.60		11604 FRONT STREET WEST, COEBURN, VA 24230 - #3893	\$31.60
03/12/2023	1402	Meade,Brandon	\$39.82		11604 FRONT STREET WEST, COEBURN, VA 24230 - #3893	\$39.82
03/14/2023	1402	Meade,Brandon	\$34.25		11604 FRONT STREET WEST, COEBURN, VA 24230 - #3893	\$34.25
03/17/2023	1402	Meade,Brandon	\$37.30		11604 FRONT STREET WEST, COEBURN, VA 24230 - #3893	\$37.30
03/19/2023	1402	Meade,Brandon	\$35.56		11604 FRONT STREET WEST, COEBURN, VA 24230 - #3893	\$35.56
03/23/2023	1402	Meade,Brandon	\$36.34		11604 FRONT STREET WEST, COEBURN, VA 24230 - #3893	\$36.34
03/26/2023	1402	Meade,Brandon	\$41.61		11604 FRONT STREET WEST, COEBURN, VA 24230 - #3893	\$41.61
03/29/2023	1402	Meade,Brandon	\$41.00		11604 FRONT STREET WEST, COEBURN, VA 24230 - #3893	\$41.00
03/30/2023	1402	Meade,Brandon	\$46.08		11604 FRONT STREET WEST, COEBURN, VA 24230 - #3893	\$46.08



Billing Statement

K-VA-T Food Stores, Inc.
 PO Box 1158
 Abingdon, VA 24212

Billing Date : 04/06/2023
Due Date : 04/16/2023
 Master Account No.: 10090893

Account Detail (continued)

Date	Card#	Card Holder	Charges	Payments	Description	Balance Due
03/30/2023	1402	Meade,Brandon	\$6.53		11604 FRONT STREET WEST, COEBURN, VA 24230 - #3893	\$6.53
03/31/2023	1402	Meade,Brandon	\$24.02		11604 FRONT STREET WEST, COEBURN, VA 24230 - #3893	\$24.02
03/01/2023	1403	Swindle,Westley	\$33.97		11604 FRONT STREET WEST, COEBURN, VA 24230 - #3893	\$33.97
03/06/2023	1403	Swindle,Westley	\$49.25		11604 FRONT STREET WEST, COEBURN, VA 24230 - #3893	\$49.25
03/09/2023	1403	Swindle,Westley	\$40.15		11604 FRONT STREET WEST, COEBURN, VA 24230 - #3893	\$40.15
03/21/2023	1403	Swindle,Westley	\$38.05		11604 FRONT STREET WEST, COEBURN, VA 24230 - #3893	\$38.05
03/22/2023	1403	Swindle,Westley	\$34.82		11604 FRONT STREET WEST, COEBURN, VA 24230 - #3893	\$34.82
03/27/2023	1403	Swindle,Westley	\$51.50		11604 FRONT STREET WEST, COEBURN, VA 24230 - #3893	\$51.50
03/28/2023	1403	Swindle,Westley	\$34.36		11604 FRONT STREET WEST, COEBURN, VA 24230 - #3893	\$34.36
03/29/2023	1403	Swindle,Westley	\$34.07		11604 FRONT STREET WEST, COEBURN, VA 24230 - #3893	\$34.07
03/30/2023	1403	Swindle,Westley	\$39.19		11604 FRONT STREET WEST, COEBURN, VA 24230 - #3893	\$39.19
03/01/2023	1456	Robinette,Matthew	\$68.09		11604 FRONT STREET WEST, COEBURN, VA 24230 - #3893	\$68.09
03/14/2023	1456	Robinette,Matthew	\$72.14		11604 FRONT STREET WEST, COEBURN, VA 24230 - #3893	\$72.14
03/17/2023	1456	Robinette,Matthew	\$50.33		11604 FRONT STREET WEST, COEBURN, VA 24230 - #3893	\$50.33
03/31/2023	1456	Robinette,Matthew	\$69.78		11604 FRONT STREET WEST, COEBURN, VA 24230 - #3893	\$69.78
03/02/2023	1458	Pennington,James	\$185.02		11604 FRONT STREET WEST, COEBURN, VA 24230 - #3893	\$185.02
03/07/2023	1458	Pennington,James	\$203.12		11604 FRONT STREET WEST, COEBURN, VA 24230 - #3893	\$203.12
03/09/2023	1458	Pennington,James	\$186.91		11604 FRONT STREET WEST, COEBURN, VA 24230 - #3893	\$186.91
03/13/2023	1458	Pennington,James	\$180.21		11604 FRONT STREET WEST, COEBURN, VA 24230 - #3893	\$180.21
03/21/2023	1458	Pennington,James	\$174.61		11604 FRONT STREET WEST, COEBURN, VA 24230 - #3893	\$174.61



Billing Statement

K-VA-T Food Stores, Inc.
PO Box 1158
Abingdon, VA 24212

Billing Date : 04/06/2023
Due Date : 04/16/2023
Master Account No.: 10090893

Account Detail (continued)

Date	Card#	Card Holder	Charges	Payments	Description	Balance Due
03/23/2023	1458	Pennington,James	\$191.85		11604 FRONT STREET WEST, COEBURN, VA 24230 - #3893	\$191.85
03/28/2023	1458	Pennington,James	\$164.51		11604 FRONT STREET WEST, COEBURN, VA 24230 - #3893	\$164.51
03/17/2023	4456	Williams,Jimmy	\$44.45		11604 FRONT STREET WEST, COEBURN, VA 24230 - #3893	\$44.45

3-10

BL ACCT 00041967-00000000
 TOWN OF COEBURN
 Account Number: ##### 5680
 Page 1 of 4



Account Summary

Billing Cycle		03/02/2023
Days In Billing Cycle		28
Previous Balance	\$	3,121.01
Purchases	+	2,374.67
Cash	+	0.00
Special	+	0.00
Credits	-	9.47 CR
Payments	-	3,121.01 CR
Other Charges	+	0.00
Finance Charges	+	0.00
NEW BALANCE	\$	2,365.20

Credit Summary

Total Credit Limit	\$	20,000.00
Available Credit Limit		17,634.80
Available Cash		0.00
Amount Over Credit Limit		0.00
Amount Past Due		0.00
Disputed Amount		0.00

Contact Information



Call us at 844-4TRUIST (844-487-8478)



Visit us at Truist.com



Write us at TRUIST BANK PO BOX 698,
 WILSON, NC 27894-0698

Payment Summary

NEW BALANCE	\$2,365.20
MINIMUM PAYMENT	\$24.00
PAYMENT DUE DATE	03/27/2023

NOTE: Grace period to avoid a finance charge on purchases, pay entire new balance by payment due date. Finance charge accrues on cash advances until paid and will be billed on your next statement.

Corporate Activity

				TOTAL CORPORATE ACTIVITY	\$ 3,121.01 CR
Trans Date	Post Date	Reference Number	Transaction Description	Amount	
02/24	02/24	00027568002	BRANCH PAYMENT - THANK YOU	\$ 3,121.01 CR	

Cardholder Account Summary

BRIAN MARKHAM ##### 3572	Payments & Other Credits	Purchases & Other Charges	Cash Advances	Total Activity
	0.00	328.48	0.00	328.48

Cardholder Account Detail

Trans Date	Post Date	Plan Name	Reference Number	Description	Amount
02/02	02/03	PPLN01	24755423033260338299896	VA DPOR 804-3678597 VA	\$ 80.00
02/02	02/03	PPLN01	24755423033260338302492	VA DPOR 804-3678597 VA	80.00
02/02	02/03	PPLN01	24755423033260338303557	VA DPOR 804-3678597 VA	80.00

PLEASE DETACH COUPON AND RETURN PAYMENT USING THE ENCLOSED ENVELOPE - ALLOW 5 DAYS FOR MAIL DELIVERY

Important contact details

- **Lost/Stolen Card?** Please call us immediately at 844-4TRUIST (844-487-8478) to report any loss, theft, or suspected or actual Unauthorized Use of Card or Account.
 - **Address Change?** Call the Truist Contact Center at 844-4TRUIST (844-487-8478).
-

Making payments

You must pay the Minimum Payment each month by the Payment Due Date. You may make payments on the Account in any of the following ways:

- At any Truist branch during normal business hours.
- By calling the Truist Contact Center at 844-4TRUIST (844-487-8478).
- By using Truist eZBusiness or Truist Online Banking.
- By mail at the address listed on the payment coupon on the front of this statement - please allow at least five (5) business days for delivery.

Payments that Truist receives prior to midnight ET through Truist Online Banking, a Truist branch, or by phone or mail at the address shown on the front of your statement will be credited as of the date received. If you make a payment to your Account after 5 pm ET and prior to midnight ET on the Payment Due Date, you may see a late fee on your statement, but it will be refunded within two business days.

Any failure to comply with the following instructions may cause your payment to be delayed. This delay may result in additional charges and possible suspension/closure (or all of these) of the Account.

- Payment must be in U.S. dollars, but not in cash unless the payment is made at a Truist branch.
- Payment must come from a U.S. deposit account or cashier's check drawn on a U.S. financial institution.
- Payment must not include restrictive language (e.g., "payment in full") or other language attached to the payment; Truist may accept any payment with restrictive language without losing our rights.
- Payment cannot come from a credit account that Truist provides you (e.g., a Convenience Check, Cash Advance, or Balance Transfer made on this Account).
- Payment in a paper form (such as a check, money order, or cashier's check) must include the payment coupon from the Statement or have the Account number (or Cardholder Account number, if applicable) written on the payment.

Authorization to convert your check to an electronic transfer debit

When you provide a check as payment, you authorize us to use information from your check to make a one-time electronic fund transfer from your account. In certain circumstances, such as for technical or processing reasons, we may process your payment as a check transaction. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your account as soon as the same day we receive your payment, and you will not receive your check back from your financial institution.

Calculating interest charges

To calculate the Average Daily Balance on your Account: Truist adds the outstanding daily Balance (including new Transactions) and periodic interest charges, fees, and unpaid interest charges while deducting payments and credits; this is done for each Transaction type for each day in the Billing Cycle. We may make additional adjustments, as appropriate, subject to applicable law (e.g., when a Transaction is disputed). This gives us the daily Balance for each Transaction Type. Truist then adds all of the daily Balances for each separate Transaction type on the Account for each day of the Billing Cycle and divides that total amount by the number of days in the Billing Cycle. This results in the Average Daily Balance for each Transaction type for the Billing Cycle.

To calculate the Finance Charges on your Account: Truist calculates the finance charges on the Account by multiplying the Monthly Periodic Rate (MPR) by the Average Daily Balance for each Transaction type (e.g., Purchases, Cash Advances) in the Billing Cycle. For each Transaction type, we determine the MPR applicable to that respective Balance by taking the APR(s) applicable to that Transaction type and dividing it by 12. We then total all of the interest charges for each Transaction type in the Billing Cycle. This is the total interest charge (Finance Charges) for the Billing Cycle.

If you see an error on your statement or wish to dispute a charge

If you see an error or wish to dispute a charge, contact your Program Administrator. If you are a Program Administrator, you can dispute a charge online by viewing your transactions in Truist eZBusiness. By clicking on the unknown charge, a "Dispute this Charge" form appears. Complete the form, then click the "Submit and Save" button and your dispute will be electronically submitted to Truist. Your dispute must be submitted no later than 60 days after we sent you the first bill on which the error or problem appeared. You may also submit a dispute by calling 866-907-0507.

Sharing of information

Truist may, to the extent and in the manner permitted by applicable law, communicate information about Truist's experiences and Transactions with you to credit bureaus, Truist's affiliates, and others who may properly receive that information. Truist only reports Business Credit to Business Bureaus. A complete copy of the Truist Privacy Policy is available at Truist.com or by calling 844-4TRUIST (844-487-8478).



Cardholder Account Detail Continued					
Trans Date	Post Date	Plan Name	Reference Number	Description	Amount
02/15	02/16	PPLN01	24137463047001034415801	USPS PO 5120101230 COEBURN VA	4.90
02/19	02/20	PPLN01	24692163050105472918098	VONAGE *PRICE+TAXES 866-243-4357 NJ	40.93
02/21	02/22	PPLN01	24231683053837000092507	FAMILY DOLLAR #2329 COEBURN VA	11.90
02/22	02/23	PPLN01	24231683054837000093819	FAMILY DOLLAR #2329 COEBURN VA	30.75

Cardholder Account Summary				
SCOTT BROOKS ##### 2702	Payments & Other Credits 9.47 CR	Purchases & Other Charges 875.87	Cash Advances 0.00	Total Activity 866.40

Cardholder Account Detail					
Trans Date	Post Date	Plan Name	Reference Number	Description	Amount
02/01	02/03	PPLN01	24137463033500675780593	CRACKER BARREL #614 BRIST BRISTOL VA	\$ 18.28
02/01	02/03	PPLN01	24137463033500675780676	CRACKER BARREL #614 BRIST BRISTOL VA	18.51
02/01	02/03	PPLN01	24427333033710015102689	CHICK-FIL-A #02858 BRISTOL VA	7.32
02/01	02/03	PPLN01	24427333033710015103992	CHICK-FIL-A #02858 BRISTOL VA	5.64
02/03	02/05	PPLN01	24765013035839004187249	COOK OUT BRISTOL BRISTOL VA	8.19
02/03	02/05	PPLN01	24765013035839004187223	COOK OUT BRISTOL BRISTOL VA	9.82
02/02	02/05	PPLN01	24013393034000275185076	SOUTHERN CRAFT BAR-B-QUE JOHNSON CITY TN	30.32
02/02	02/05	PPLN01	24013393034000275185068	SOUTHERN CRAFT BAR-B-QUE JOHNSON CITY TN	24.71
02/02	02/05	PPLN01	24427333034710016563375	CHICK-FIL-A #02858 BRISTOL VA	5.41
02/05	02/07	PPLN01	24765013037839004198590	COOK OUT BRISTOL BRISTOL VA	14.30
02/06	02/08	PPLN01	24427333038710016374993	CHICK-FIL-A #02858 BRISTOL VA	7.09
02/07	02/08		74492153038719393413313	CREDIT VOUCHER VISTAPRINT 8662074955 MA	9.47 CR
02/07	02/09	PPLN01	24013393039000841478588	SOUTHERN CRAFT BAR-B-QUE JOHNSON CITY TN	35.18
02/07	02/09	PPLN01	24013393039000841478273	SOUTHERN CRAFT BAR-B-QUE JOHNSON CITY TN	20.85
02/08	02/10	PPLN01	24765013040839004206778	COOK OUT BRISTOL BRISTOL VA	9.48
02/08	02/10	PPLN01	24765013040839004206786	COOK OUT BRISTOL BRISTOL VA	11.66
02/08	02/10	PPLN01	24427333040710017120631	CHICK-FIL-A #02858 BRISTOL VA	7.91
02/08	02/10	PPLN01	24427333040710017120649	CHICK-FIL-A #02858 BRISTOL VA	5.97
02/09	02/10	PPLN01	24231683041722743072096	CHILI'S BRISTOL BRISTOL VA	25.81
02/11	02/12	PPLN01	24445003043600071182961	BELK #561 WISE WISE VA	186.38
02/09	02/12	PPLN01	24427333041710017806139	CHICK-FIL-A #02858 BRISTOL VA	5.97
02/09	02/12	PPLN01	24427333041710017806147	CHICK-FIL-A #02858 BRISTOL VA	7.91
02/13	02/14	PPLN01	2423168304540000800394	TEXAS ROADHOUSE #2724 BRISTOL VA	28.04
02/13	02/14	PPLN01	2423168304540000800360	TEXAS ROADHOUSE #2724 BRISTOL VA	21.30
02/14	02/15	PPLN01	24231683046722742830309	CHILI'S BRISTOL BRISTOL VA	23.67
02/14	02/15	PPLN01	24231683046722742858466	CHILI'S BRISTOL BRISTOL VA	30.62
02/15	02/16	PPLN01	24028213046900017500392	PUERTO NUEVO MEXICAN AND BRISTOL VA	17.36
02/15	02/17	PPLN01	24427333047710016955071	CHICK-FIL-A #02858 BRISTOL VA	5.10
02/15	02/17	PPLN01	24427333047710016955089	CHICK-FIL-A #02858 BRISTOL VA	5.81
02/17	02/19	PPLN01	24137463048500670847440	TST* DRAKE'S -- BRISTOL BRISTOL TN	13.65
02/17	02/19	PPLN01	24137463048500670847515	TST* DRAKE'S -- BRISTOL BRISTOL TN	18.87
02/16	02/19	PPLN01	24765013048839004233253	COOK OUT BRISTOL BRISTOL VA	8.19
02/22	02/24	PPLN01	24765013054839004255323	COOK OUT BRISTOL BRISTOL VA	8.19
02/23	02/24	PPLN01	24013393054002446588191	SOUTHERN CRAFT BAR-B-QUE JOHNSON CITY TN	18.24
02/24	02/24	PPLN01	24692163055108777924170	MELLOW MUSHROOM BRISTOL VA	25.02
02/23	02/26	PPLN01	24427333055710018226090	CHICK-FIL-A #02858 BRISTOL VA	7.91
02/23	02/26	PPLN01	24427333055710018226108	CHICK-FIL-A #02858 BRISTOL VA	5.97
02/24	02/26	PPLN01	24431063056838003300962	PANDA EXPRESS #2629 BRISTOL TN	11.70
02/24	02/26	PPLN01	24431063056838003339028	PANDA EXPRESS #2629 BRISTOL TN	12.56
02/24	02/26	PPLN01	24055233056091034000011	BOJANGLES #300 BRISTOL VA	8.06
02/27	02/28	PPLN01	24765013059839004276613	COOK OUT BRISTOL BRISTOL VA	9.93
02/28	03/01	PPLN01	24445003060400089418475	WM SUPERCENTER #2089 BRISTOL VA	32.61
02/27	03/01	PPLN01	24445003059500272571171	FIVE GUYS 1956 QSR BRISTOL TN	20.51
02/27	03/01	PPLN01	24445003059500272571254	FIVE GUYS 1956 QSR BRISTOL TN	13.84
02/28	03/01	PPLN01	24943003060091403000078	KFC J718120 BRISTOL VA	7.98
03/01	03/02	PPLN01	24013393060000116691487	CHARLEYS PHILLY STEAKS 06 ABINGDON VA	11.88
03/01	03/02	PPLN01	24013393060000116691123	CHARLEYS PHILLY STEAKS 06 ABINGDON VA	14.13
03/01	03/02	PPLN01	24231683061837000098975	TEXAS ROADHOUSE #2724 BRISTOL VA	28.04

Cardholder Account Summary					
JEFFERY L LIVINGSTON #### #### #### 9278		Payments & Other Credits 0.00	Purchases & Other Charges 809.45	Cash Advances 0.00	Total Activity 809.45
Cardholder Account Detail					
Trans Date	Post Date	Plan Name	Reference Number	Description	Amount
02/06	02/07	PPLN01	24055233038091639000450	NORTON RURAL KING NORTON VA	\$ 539.03
02/25	02/27	PPLN01	24055233057091650000047	NORTON RURAL KING NORTON VA	75.77
03/01	03/02	PPLN01	24231683061091032785809	HARBOR FREIGHT TOOLS 727 WISE VA	194.65

Cardholder Account Summary					
JIMMY WILLIAMS #### #### #### 7056		Payments & Other Credits 0.00	Purchases & Other Charges 360.87	Cash Advances 0.00	Total Activity 360.87
Cardholder Account Detail					
Trans Date	Post Date	Plan Name	Reference Number	Description	Amount
02/06	02/07	PPLN01	24755423038130381646704	VA DMV NORTON CSC NORTON VA	\$ 20.00
03/01	03/02	PPLN01	24692163060102999115371	GOOGLE *GSUITE_townofc cc@google.com CA	254.79
03/01	03/02	PPLN01	24755423060270603288249	ON THE CLOCK 888-7535999 MI	86.08

Finance Charge Summary / Plan Level Information									
Plan Name	Plan Description	Previous Balance	Average Daily Balance	Periodic Rate *	Corresponding APR	Finance Charges	Effective APR Fees **	Effective APR	Ending Balance
Purchases									
PPLN01 001	PURCHASE	\$3,121.01	\$0.00	0.95000% (M)	11.4000% (V)	\$0.00	\$0.00	0.0000%	\$2,365.20
Cash									
CPLN01 001	CASH	\$0.00	\$0.00	1.45000% (M)	17.4000% (V)	\$0.00	\$0.00	0.0000%	\$0.00
							Days In Billing Cycle: 28		
							APR = Annual Percentage Rate		
* Periodic Rate (M)=Monthly (D)=Daily									
** includes cash advance and foreign currency fees									
(V) = Variable Rate If you have a variable rate account the periodic rate and Annual Percentage Rate (APR) may vary.									



Town of Coeburn

"The Home of Friendly People"

Jimmy F. Williams Jr, *Town Manager*
Cathy Sharpe, *Clerk/Treasurer*
Scott Brooks, *Chief of Police*

Town Council

Deventae Mooney, *Mayor*
Sharon Still, *Vice Mayor*
Jeffrey G. Kiser
Carles Collins
Joe Still

April 10, 2023

PETITION FOR AUTHORIZATION TO DESTROY TOWN RECORDS

Petitioned by: Cathy L. Sharpe, Clerk/Treasurer

As provided for and in compliance with requirements promulgated by the Library of Virginia, I hereby, and on behalf of the Town of Coeburn, petition the Coeburn Town Council for approval of an application to destroy tax records, daily work records, accounts payable records, payroll records, and rental records as indicated herein.

Description of property to be destroyed:

2006-2008 Payroll, Time Sheets
2008 Bank Statements, Canceled Checks, Receipts
2007-2013 Tax Information- Real Estate, Personal Property, Mobile Home, Machinery and Tools
Personal Property and Real Estate Working Papers
2009 Work Orders
2009 Utility Billing and Reports
2009 General Ledger Journals
2010-2012 Abatements/Supplements-Taxes
2012-2014 Returned Tax Tickets
2013-2018 Ringley Park Reservation Calendars
2014 Debt Set off
2014 Transient Occupancy Returns
2015-2018 Depot Calendars

2016 Accounts Payable, Deposit Slips
2016 Time Sheets
2016 Utility Bill Pay Agreements
2017-2019 Front Calendar
2017 Penalty and Cutoff Information(Water)
2017 Water Bill Leak Adjustments
2017 Daily Work
2017-2019 Utility Billing and Accounts Payable

I request authorization to destroy these records because there is no long term storage available and the records are not used or referenced and serve no beneficial or legitimate business purpose.

I hereby attest that all of the above statements are true and that I, Cathy L Sharpe, as an officer of the Town of Coeburn, am empowered to make this petition on behalf of the Town of Coeburn.

Cathy L. Sharpe

Cathy L. Sharpe, Clerk/Treasurer

State of Virginia

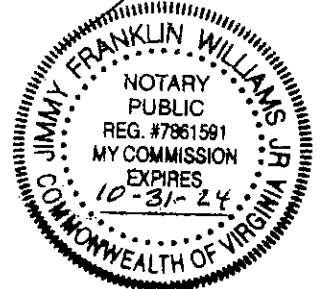
County of Wise

Acknowledged before me by Cathy L. Sharpe on this 6 day of April 10, 2023.

Jimmy F. Williams

Notary Public

My commission expires:





Simplifying your customer's life and your business day

Pricing Proposal for Coeburn, VA

Payment Service Network, Inc.
2901 International Lane
Madison Wisconsin 53704

www.PaymentServiceNetwork.com

Nick Photos

Phone: 203-305-1127

nphotos@invoicecloud.com



Thank you for allowing me to submit this proposal. Payment Service Network (PSN) provides a vast range of eServices for payment processing, billing and customer communication. After discussing your needs, I have developed the following proposal of services. Please let me know if there is any additional information you require. The staff at PSN looks forward to providing you with personalized service.

This proposal quotes costs for the services that are marked below. If you would like quotes on any additional services, please let me know.

PAYMENT METHODS

Included	Not Included	
√		Credit and Debit Card Payments
√		Checking and Savings Payments

PAYMENT CHANNELS

Included	Not Included	
√		Online
√		Customer Mobile App*
√		Virtual Terminal (any Internet-connected device)*
√		Automated Phone (IVR) and PSN Call Center
	x	Credit Card Terminal
	x	Backoffice Auto-Pay (recurring set up by staff)
	x	Customers' Banks' Bill Payment System

**Come standard with Online payment services*

ADDITIONAL SERVICES

Included	Not Included	
√		Web Customization with your Logo
√		Data Sharing (System Integration)

Implementation and Service Fees

Following are non-transactional fees which are either one-time, monthly or annual costs. If you need additional information on these costs, please let me know.

<p>Service Implementation Fee Includes, as applicable: Implementation Team • Training • Online Portal Setup • Standard Customer Payment App Setup • IVR Setup • PSN Call Center Training Specific to Your Account • Merchant Application Processing • Marketing Support</p>	<p>One-time fee</p>	<p>Waived</p>
<p>Paperless Billing – per paperless bill per cycle Note: Only when paper is suppressed, and a paper invoice is not mailed</p>	<p>Per Billing Cycle</p>	<p>\$.20</p>
<p>Support, Maintenance Fee Includes, as applicable: Online Portal, Standard Customer Mobile App, IVR System Upgrades and Maintenance • Call Center Support for Your Customers • Email Notifications to Payers and Staff • Service Account Manager for Your Staff • Interface/Integration Support (Storage and Maintenance of Customer Data) • Reports • Online Account Management Center • System and Account Monitoring (24/7) • And More</p>	<p>Monthly fee</p>	<p>\$200</p>
<p>PCI Security Compliance Fee Includes: Required PCI Certification • Compliance with Credit Card Security Requirements • Auditing</p>	<p>Annual fee Charged each December</p>	<p>Waived</p>

Transaction Fees Paid by Customers

To cover costs of processing payments through the network of financial institutions, the following fees will apply to each transaction. The fees are based on the type of payment (check, credit card, cash) and/or how the payment is made.

<i>Payment Channel</i>	<i>Check/Savings</i>	<i>Credit/Debit Card*</i>
Online • Mobile • Virtual	\$3.00	3.5% with minimum fee of \$3.00
IVR – Automated Phone Payments (Optional)	\$3.95	3.5% + \$0.95 with minimum fee of \$3.00
Live Call Center Payments(Optional)	\$5.95	3.5% + \$2.95 with minimum fee of \$3.00

*Credit cards include your choice of VISA, MasterCard, Discover and American Express

NOTE: A \$15 fee is charged to you for any disputed credit/debit card.
Coeburn, VA is charged \$9.95 for NSF returns.

Payment Service Network, Inc. Service Agreement

This SERVICE AGREEMENT, including any and all exhibits attached hereto (the "Agreement"), is entered into as of the 9th day of February 2023 (the "Effective Date"), by and between Town of Coeburn, VA (the "Biller"), and Payment Service Network, Inc. ("PSN"). Biller and PSN may be referred to herein individually as a "Party" and collectively as the "Parties." Capitalized terms used herein shall have the meanings ascribed to them in Exhibit A attached hereto, unless otherwise expressly defined in this Agreement.

WHEREAS, PSN is in the business of providing and implementing electronic bill presentment and payment services (the "Services" as more fully defined in Exhibit A below); and

WHEREAS, Biller desires to contract with PSN for the provision of the Services upon the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the above recitals and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. License Grant and Restrictions. Subject to execution by Biller of this Agreement, PSN hereby grants to Biller a non-exclusive, non-transferable, worldwide right to use the Services selected by Biller on the Biller Order Form attached hereto as Exhibit B, until the termination of this Agreement as provided herein, solely for the purposes authorized herein, and specifically to bill and receive payment from Biller's own Customers. All rights not expressly granted to Biller are reserved by PSN and its licensors. The license granted to Biller hereunder does not transfer to Biller any ownership or proprietary rights in PSN's Site, PSN Technology or the Services or any part thereof, and all right, title and interest in and to PSN's Site, PSN Technology and the Services will remain solely with PSN. Biller shall not: (i) license, sublicense, sell, resell, lease, transfer, assign, distribute or otherwise commercially exploit or make available to any third party PSN's Site, PSN Technology or the Services in any way; (ii) modify or make derivative works based upon PSN's Site, PSN Technology or the Services; (iii) recreate, "frame" or "mirror" any portion of PSN's Site, PSN Technology or the Services on any other server or wireless or Internet-based device; (iv) reverse engineer PSN's Site, PSN Technology or the Services; (v) copy any features, functions or graphics of PSN's Site, PSN Technology or the Services; or (vi) access PSN's Site, PSN Technology or the Services in order to build a competitive product or service, or to build a product using similar ideas, features, functions or graphics of PSN's Site, PSN Technology or the Services.

2. General Service Terms. Biller will provide to PSN all Biller Data generated for Biller's Customers. Unless otherwise expressly agreed to in writing by PSN to the contrary, PSN will process all of Biller's Transactions related to the Biller Data and will do so via electronic data transmission according to PSN's formats and procedures for each electronic payment type Biller selects on the Biller Order Form. Biller understands and acknowledges that PSN is party to agreements with various processors and card associations pursuant to which PSN is being provided with certain payment processing services by a member (a "Provider") of Mastercard, Visa, Discover and/or similar entities (collectively, "Associations"), and that at times, Biller is a sub-merchant under such merchant services agreements between PSN and Providers. Where requested by PSN, and as a conditional precedent to PSN performing its obligations under this Agreement, Biller shall enter into such agreements with the Provider (on Provider's current form) as necessary for the provision of Services to satisfy the card associations' requirement that Biller have a direct contractual relationship with a member of the card association (including without limitation sub-merchant agreements). In addition, Biller will execute all third-party applications and enter into all agreements required for the Services without unreasonable delay, including without limitation Payment Processing Agreements and merchant agreements that may be required upon implementation, or later at such time as the Services operate with different or multiple payment processors.

3. Exclusivity. During the Term of this Agreement, PSN shall be the exclusive provider of the Services selected by Biller on the Biller Order Form. Biller shall not seek or accept similar services from other providers unless prior written approval is obtained from PSN.

4. Privacy and Security. PSN's privacy policy may be viewed at <https://www.info.paymentservicenetwork.com/privacy-policy>. PSN reserves the right to modify its privacy policy in its reasonable discretion from time to time which such modifications shall not materially adversely impact such policy. PSN will maintain compliance with current required Payment Card Industry (PCI) standards and Cardholder Information Security standards. PSN agrees to maintain commercially reasonable and appropriate administrative, physical and technical safeguards designed to protect the security, confidentiality and integrity of Customer Data while in PSN's possession and control.

5. Account Access, Information and Data. Biller shall be provided with real-time access to all account information via PSN's administrative logon. Such access will be provided to all Biller authorized representatives designated in writing by Biller. The account information available to Biller will include Transaction totals, specification by account, and specification by Transaction/account type (e.g., utilities, taxes, etc.). For each Customer who sets up a profile within the PSN system, PSN will provide such Customer with real-time access to their account information (but not the information of any other Customer) through PSN's Site. If applicable, PSN will inform each Customer of the charge and amount of any fees for the Services that will be charged to the Customer directly. PSN does not and will not own any Customer Data in the course of providing the Services. Biller, not PSN, shall have sole responsibility for the accuracy, quality, integrity, legality, and reliability of, and obtaining the intellectual property rights to use and process, all Customer Data. In the event that this Agreement is terminated, PSN will make available to Biller a file of the Customer Data (to the extent that PSN is permitted to provide such file pursuant to applicable law and PCI-DSS standards), within thirty (30) days of termination of this Agreement (or at a later time if required by applicable law), if Biller so requests at the time of termination. PSN reserves the right to remove and/or delete Customer Data from its records no less than sixty (60) days after the termination or expiration of this Agreement, except as prohibited by applicable law or in the event of exigent circumstances.

6. Biller and Customer Support. PSN shall be responsible for providing customer support in connection with the Services and Biller may redirect to PSN any customer support inquiries specific to the Services. PSN shall not be responsible for providing customer support regarding any aspect of Biller's business not specifically related to the Services, for example, issues related to the products or services offered by Biller

Payment Service Network, Inc. Service Agreement

to Customers, or any Customer disputes regarding the amount charged or invoiced by Biller for Biller's products of services. Biller understands and acknowledges that the processing of payments as directed by PSN live agents is not part of customer support unless specifically indicated with an associated price in Exhibit B attached hereto.

7. Confidentiality. Biller understands and acknowledges that during the course of using or gaining access to the Services (or components thereof), it may be furnished with or otherwise have access to information or materials that PSN considers to be confidential, including but not limited to PSN Technology, the Services, the terms of this Agreement, PSN customer and/or prospective customer information, product features and plans, marketing and sales collateral, and pricing and financial information which are hereby deemed to be PSN Confidential Information, or any other information that by its very nature constitutes information of a type that any reasonable business person would conclude was intended by PSN to be treated as proprietary, confidential, or private ("PSN Confidential Information"). Biller agrees to secure and protect the PSN Confidential Information in a manner consistent with the maintenance of PSN's rights therein, using at least as great a degree of care as it uses to maintain the confidentiality of its own confidential information, but in no event use less than a reasonable degree of care. Biller will not sell, transfer, publish, disclose, or otherwise make available any portion of the PSN Confidential Information to any third party (and will ensure that its employee and agents abide by the requirements hereof), except as expressly authorized in this Agreement or otherwise required by applicable law.

PSN understands and acknowledges that it may be furnished with or otherwise have access to Customer Data that Biller's Customers consider confidential ("Customer Confidential Information"). PSN agrees to secure and protect the Customer Confidential Information in a manner consistent with the maintenance of PSN's own Confidential Information, using at least as great a degree of care as it uses to maintain the confidentiality of its own Confidential Information, but in no event use less than a reasonable degree of care. PSN will not sell, transfer, publish, disclose, or otherwise make available any portion of the Customer Confidential Information to any third party, except as permitted under this Agreement, required to perform the Services, or otherwise required by applicable law.

8. Intellectual Property Ownership. PSN (and its licensors, where applicable) owns all right, title and interest, including all related Intellectual Property Rights, in and to: (i) the PSN Technology, the Content and the Services, (ii) all Integration Components and application programming interfaces related to or used in connection with the Services, and (iii) any enhancement requests, feedback, suggestions, ideas, recommendations and other information provided by Biller, Customers or any other party relating to the Services. In the event any such intellectual property rights in the PSN Technology, the Content or the Services do not fall within the specifically enumerated works that constitute works made for hire under applicable copyright laws or are deemed to be owned by PSN, Biller hereby irrevocably, expressly and automatically assigns all right, title and interest worldwide in and to such intellectual property rights to PSN. The PSN name, the PSN logo, and the product names associated with the Services are trademarks of PSN or third parties, and no right or license is granted to use them.

9. Billing, Fees and Fee Modifications. PSN's fees for the Service are provided on the Biller Order Form attached hereto as Exhibit B. The Biller Order Form specifies those fees payable by Biller directly and those fees payable by Biller's Customers. Biller agrees to: (i) pay the Setup/Equipment Fees set forth in Exhibit B upon execution of this Agreement; (ii) pay Monthly Fees set forth in Exhibit B on or about the first day of each month; and (iii) pay the Transaction Fees and Other Fees as designated in Exhibit B. PSN's fees are exclusive of all taxes, levies, or duties imposed by taxing authorities. PSN may assess and/or collect such taxes, levies, or duties against Biller and Biller shall be responsible for payment of all such taxes, levies, or duties, excluding only United States (federal or state) taxes based solely on PSN's income. At PSN's option, all payment obligations are either: (a) auto debited from the Biller Bank Account; or (b) deducted from Customer payments before such payments are deposited into the Biller Bank Account. All payment obligations are non-cancellable, and all amounts or fees paid are non-refundable. Unless PSN in its discretion determines otherwise, all fees will be billed in U.S. dollars. If Biller believes Biller's bill or payment is incorrect, Biller must provide written notice to PSN within sixty (60) days of the earlier of the invoice date, or the date of payment, with respect to the amount in question in order to be eligible to receive an adjustment or credit; otherwise such bill or payment is deemed correct. PSN shall endeavor to deliver Customer payments to the Biller Bank Account within three (3) banking days of payment, however, Biller acknowledges that it may take up to five (5) banking days to complete such deposits due to bank notification times and different deposit frequencies from the credit card processors to PSN. A "banking day" is a day of the week on which a bank or financial institution is open to the public for carrying on all of its banking functions (*i.e.*, Monday through Friday, excluding Saturday, Sunday and legal holidays). PSN's failure to deduct or auto-debit any Setup/Equipment Fees, Monthly Fees, Transaction Fees or Other Fees listed on the Biller Order Form ("Unpaid Fees") does not forfeit PSN's right to collect such Unpaid Fees from Biller at a later date, and Biller agrees to pay such Unpaid Fees to PSN.

PSN will charge the Biller and/or Customer payment transaction and other fees as provided in the Biller Order Form. In addition, PSN will charge the fees set forth on the Biller Order Form for the initial platform setup, configuration, implementation and integration of PSN's Services with Biller's system(s) (the "Implementation"). PSN reserves the right to also charge for changes and additions to the Implementation, and for any requests by Biller following the completion of the Implementation which are agreed to in writing by the Parties, including without limitation for the following services, at PSN's then standard rates:

- Custom development and features which are not stated in the Biller Order Form, and change requests and modifications to existing platform functionality not stated in the Biller Order Form;
- Additional integrations or integration modifications requested after the Go Live Date that are not provided for in the Biller Order Form;
- Changes to bill presentment (web or PDF templates), billing system integrations, or other Service components coded or configured to Biller's specifications made after Biller has signed off on the relevant specification or Services are live;
- Custom data extracts and file requests that are not part of the Implementation signed off on by both Parties; and

Payment Service Network, Inc. Service Agreement

- Data conversion not listed in the Biller Order Form, or repetitive re-loading of data due to Biller error.

PSN reserves the right to modify the fees charged to Biller and/or Biller's Customers in its sole discretion from time to time. PSN will notify Biller of such fee modifications by written notice (email is sufficient) at least thirty (30) days prior to the effective date of any such modifications. PSN's right to modify its fees hereunder includes any modifications made necessary due to increases incurred by PSN on Network Fees from credit card processors, bank card issuers, payment associations, ACH and check processors, and similar entities. From time-to-time PSN may offer Biller new Payment Methods, and, in such event, PSN will provide Biller with notice by email disclosing the pricing under which the added Payment Methods are made available. Biller will have at least thirty (30) days after the date of the notice to opt-out of the additional Payment Methods in the manner provided in the notice. If Biller does not opt-out in such time frame, then on introduction of the additional Payment Methods, Biller will be bound by the additional terms as disclosed in the notice, and the Biller Order Form will be deemed amended to reflect the changes.

10. Term and Termination. The initial term of this Agreement shall commence as of the Effective Date and continue for a period of five (5) years from the Go Live Date ("Initial Term"), and will automatically renew for each of additional successive three (3) year terms (each, a "Renewal Term") unless terminated as set forth herein. "Term" as used herein shall mean the Initial Term and any Renewal Term. This Agreement may be terminated by either Party effective at the end of the Initial Term or any Renewal Term then in effect by such Party providing written notice to the other Party of its intent not to renew this Agreement no less than ninety (90) days prior to the expiration of the Initial Term or Renewal Term then in effect. Additionally, this Agreement may be terminated by either Party with cause in the event of a material breach of the terms of this Agreement by the other Party and the breach remains uncured for a period of thirty (30) days following receipt of written notice by the breaching Party. Upon any early termination of this Agreement by PSN as a result of Biller's breach, Biller shall remain liable for all fees and charges incurred, and all periodic fees owed through the end of the calendar month following the effective date of termination. Upon any termination or expiration of this Agreement, Biller's password and access will be disabled and Biller will be obligated to pay the balance due on Biller's account. Biller agrees that PSN may debit such unpaid fees and charges from the Biller Bank Account, charge Biller's credit card for the unpaid fees and charges, or otherwise invoice Biller for such unpaid fees and charges, such fees and charges including, without limitation, Chargebacks, the reversal of any Customer payments deposited by PSN into the Biller Bank Account for which there are insufficient funds, and any other Disputed Transactions specified in Section 23 of this Agreement. PSN will direct the processing of all Customer payments received prior to the date of termination. No Customer payments will be directed by PSN for processing after the date of termination. All obligations of Biller arising from Transactions involving Customer payments received by PSN prior to termination shall survive the termination of this Agreement. Biller will notify all Customers registered on the Site as to the termination of this Agreement and inform such Customers that future payments are to be made directly to Biller.

11. PSN's Representations, Warranties, and Responsibilities. PSN represents and warrants that it has the legal power and authority to enter into this Agreement. PSN warrants that the Services will materially perform the functions that Biller has selected on the Biller Order Form under normal use and circumstances, and that PSN shall maintain commercially reasonable and appropriate administrative, physical and technical safeguards designed to protect the security, confidentiality and integrity of Customer Data while in PSN's possession and control; *provided that* Biller shall maintain immediately accessible backups of the Customer Data (to the extent that Biller is permitted to do so pursuant to applicable law and PCI-DSS standards). In addition, PSN will, at its own expense, as the sole and exclusive remedy with respect to performance of the Services hereunder, correct any Transactions to the extent that such errors have been caused by PSN or by malfunctions of PSN's processing systems.

12. LIMITED WARRANTY AND DISCLAIMERS. EXCEPT AS PROVIDED IN SECTION 11 IMMEDIATELY ABOVE, THE SERVICES, THE SITE, PSN TECHNOLOGY AND ALL CONTENT AND TRANSACTION DATA IS PROVIDED WITHOUT ANY EXPRESS OR IMPLIED WARRANTY, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT, AND ALL OTHER WARRANTIES ARE HEREBY DISCLAIMED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW BY PSN AND ITS LICENSORS, PAYMENT PROCESSORS AND SUBCONTRACTORS. PSN AND ITS LICENSORS, PAYMENT PROCESSORS AND SUBCONTRACTORS DO NOT REPRESENT OR WARRANT THAT: (A) THE USE OF THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE, OR OPERATE IN COMBINATION WITH ANY OTHER HARDWARE, SOFTWARE, SYSTEM OR DATA; (B) THAT THE SERVICES WILL NOT EXPERIENCE DELAYS IN PROCESSING OR PAYING, OR (C) THE SERVICES WILL MEET REQUIREMENTS WITH RESPECT TO SIZE OR VOLUME. PSN AND ITS LICENSORS, PAYMENT PROCESSORS AND SUBCONTRACTORS DO NOT GUARANTEE THE ACCURACY OF, AND SPECIFICALLY DISCLAIM LIABILITY FOR, INFORMATION OR DATA THAT IS SUPPLIED OR KEY-ENTERED BY BILLER, BILLER'S CUSTOMERS OR BILLER'S EMPLOYEES OR AGENTS. PSN AND ITS LICENSORS, PAYMENT PROCESSORS AND SUBCONTRACTORS DO NOT WARRANT THE ACCURACY, RELIABILITY, COMPLETENESS OR TIMELINESS OF THE CONTENT OF INTERNET WEB SITES OR OTHER DATA RECEIVED BY BILLER OR BILLER'S CUSTOMERS VIA THE INTERNET. PSN'S SERVICES MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS. PSN IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS. PSN IS NOT RESPONSIBLE FOR ANY BILLER POSTINGS IN ERROR DUE TO DELAYED NOTIFICATION FROM CREDIT CARD PROCESSORS, ACH, BANK AND OTHER RELATED CIRCUMSTANCES.

13. Biller's Representations, Warranties, and Responsibilities. Biller represents and warrants that: (a) it has the legal power and authority to enter into this Agreement and to perform its obligations set forth herein; (b) it will provide all reasonable assistance to PSN and PSN's subcontractors as required for PSN to provide the Services set forth herein; (c) Biller and its authorized users will only use the Services for lawful purposes and in compliance with the rules and regulations of the applicable payment processors (including, without limitation,

Payment Service Network, Inc. Service Agreement

MasterCard, Visa, Discover and American Express), credit card issuers, and depository account institutions (collectively, the "Rules and Regulations"), and in accordance with PSN's account documentation, policies, specifications, and operating procedures, and will not violate any law of any country or the intellectual property rights of any party; (d) it shall timely provide all required disclosures to its Customers and obtain any required authorizations pursuant to the Rules and Regulations; (e) it shall maintain or destroy, as applicable, checks, receipts, and/or payer authorizations in accordance with applicable law and/or retention periods; (f) Biller and its authorized users will not (1) engage in spamming, mail-bombing, spoofing or any other fraudulent, illegal or unauthorized use of the Services, or (2) introduce, send, store or transmit through the Site, PSN Technology or the Services, including without limitation via any portion of Biller's computer system that interfaces with the Site, PSN Technology or the Services, or otherwise, any virus, worm, software lock, drop dead device, trojan-horse routine, trap door, back door, timer, time bomb, clock, counter or other limiting routine, instruction or design or any other codes, files, scripts, agents, programs or instructions that may be used to access, modify, delete, damage, disable or prevent the use of the Site, PSN Technology, the Services or any other computer systems of PSN or its subcontractors; and (g) should Biller receive notice of any claim regarding the Site or Services, Biller shall promptly provide PSN with written notice of such claim.

Furthermore, as to all Transactions that Biller submits to PSN for processing, Biller represents and warrants that:

- (1) The Transactions represent payment or refund of payment, for a bona fide transaction;
- (2) The Transactions represent an obligation of the Customer for the amount of the Transaction, and that the Transaction is valid and accurate;
- (3) The Transactions are not for any other purpose than payment for a current transaction and future payments as agreed upon by the Customer;
- (4) The Transactions are free from any material alteration not authorized by the Customer;
- (5) The amount charged for the Transaction is not subject to any known dispute, setoff, or counterclaim;
- (6) Neither Biller nor its employees have advanced any cash to the Customer in connection with the Transaction, nor have Biller or its employees accepted payment for effecting credits to a Customer, excepting those transactions expressly permitted by this Agreement;
- (7) Biller has made no representation or agreement for the issuance of refunds except as it states in Biller's return/cancellation policy, which has been previously submitted to PSN in writing, and which is available to the Customer;
- (8) Any Transaction submitted to PSN to credit a Customer's account represents a valid refund or adjustment to a Transaction previously submitted to PSN;
- (9) The Transactions, including but not limited to total due fields, are complete, accurate and in compliance with all Network rules, applicable laws, ordinances, and regulations. The Transactions are originated in compliance with this Agreement and any applicable agreements;
- (10) For a Transaction in which the Customer pays in installments or on a deferred payment plan, a Transaction record has been prepared separately for each installment transaction or deferred payment on the date(s) the Customer agreed to be charged. All installments and deferred payments, whether or not they have been submitted to PSN for processing, shall be deemed to be a part of the original Transaction; and
- (11) Biller has not submitted any Transaction that it knows or should have known to be unauthorized, fraudulent, illegal, or otherwise in violation of any provision of this Agreement or other applicable agreements.

Biller agrees to provide PSN with timely, complete, and accurate billing and contact information. This information includes Biller's legal company name, street address, e-mail address, and name and telephone number of an authorized billing contact and license administrator. Biller agrees to update this information within thirty (30) days of any change to it. Biller is responsible for all activity occurring under Biller's accounts and shall abide by all applicable laws and regulations in connection with Biller's and/or its Customers' use of the Services, including those related to data privacy, communications, export or import of data and the transmission of technical, personal or other data. Biller shall abide by all applicable card association rules, NACHA rules and Payment Processing Agreements entered into by Biller, in connection with Biller's and/or its Customers' use of the Services. Biller shall not: (i) impersonate another PSN user or provide false identity information to gain access to or use the Services; (ii) interfere with or disrupt the integrity or performance of the Services or the data contained therein; or (iii) attempt to gain unauthorized access to the Services or its related systems or networks. Biller represents and warrants that Biller has not falsely identified itself nor provided any false information to gain access to the Services and that Biller's billing information is correct. Biller shall: (i) notify PSN immediately of any unauthorized use of any password or account or any other known or suspected breach of security; (ii) report to PSN and immediately stop any copying or distribution of Content that is known or suspected to be unauthorized by Biller or Biller's users; and (iii) obtain consent from Biller's Customers to receive notifications and invoices from PSN. Biller agrees and acknowledges that in the event that Biller has access to, receives from, creates, or receives protected health information, or Biller has access to, creates, receives, maintains or transmits on behalf of electronic protected health information (as those terms are defined under the privacy or security regulations issued pursuant to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and Subtitle D of the Health Information Technology

Payment Service Network, Inc. Service Agreement

for Economic and Clinical Health Act provisions of the American Recovery and Reinvestment Act of 2009 ("ARRA"), during the performance under this Agreement, it will comply with all such laws, regulations and rules related thereto.

Billor is required to ensure that it maintains a fair policy with regard to the refund, return or cancellation of payment for services and adjustment of Transactions. Billor is also required to disclose all refund, return and cancellation policies to PSN and any applicable payment processors and Billor's Customers, as requested. Any change in a return/cancellation policy must be submitted to PSN, in writing, not less than twenty-one (21) days prior to the effective date of such change. If Billor allows or is required to provide a price adjustment or cancellation of services in connection with a Transaction previously processed, Billor will prepare and deliver to PSN Transaction data reflecting such refund/adjustment within two (2) days of resolution of the request resulting in such refund/adjustment. The amount of the refund/adjustment cannot exceed the amount shown as the total on the original Transaction data. Billor may not accept cash or any other payment or consideration from a Customer in return for preparing a refund to be deposited to the Customer's account; nor may Billor give cash/check refunds to a Customer in connection with a Transaction previously processed by credit card, debit card, ACH, or other electronic payment method, unless required by applicable law.

Billor shall fully cooperate with PSN to effect a timely Implementation by Billor allocating sufficient and properly trained personnel to support the Implementation process, by securing the cooperation of Billor's software and service providers, and by providing to PSN all information required to integrate with Billor's billing systems, customer information systems (CIS) and other applicable systems. PSN and Billor will collaborate to develop compatibility of the reporting and accounting information with Billor's management, CIS and accounting software; *provided, however*, that PSN shall have no obligation to develop such compatibility where it would adversely affect, alter or change PSN's Services.

14. Processing of Transactions and Authorizations. Billor must designate on the Billor Order Form at least one bank account for the deposit and settlement of funds and the debit of any Chargebacks, fees and costs, including but not limited to Network Fees and Network Liabilities, associated with the Services or the Transactions (all such designated bank accounts and all bank accounts substituted for accounts listed on the Billor Order Form shall be collectively referred to herein as the "Billor Bank Account"). Billor may only change its designated Billor Bank Account upon not less than fifteen (15) days prior written notice to PSN, provided that Billor completes and timely delivers to PSN all forms required by PSN to complete the change in designated Billor Bank Account. Billor hereby authorizes PSN to: (i) direct payments from the Customers for which Billor provides PSN the required information; and (ii) instruct PSN's processors to initiate electronic credit entries, debit entries, and adjustments to the Billor Bank Account for amounts due to or from Billor in connection with this Agreement. PSN will not be liable for any delays in receipt of funds or errors in Billor Bank Account entries caused by third parties, including but not limited to delays or errors by the Networks, payment processors, merchant acquirors or the bank.

So as to enable PSN to process Transactions for Billor, Billor hereby authorizes and directs PSN, its affiliates, the Payment Method providers, and the payment processors: (1) that, with respect to any Transactions processed by the payment processor, the payment processor will disburse funds to and collect funds from the Billor in accordance with instructions provided to the payment processor by PSN, and as otherwise permitted pursuant to any applicable Payment Processing Agreement that Billor has entered into; (2) that undisputed and outstanding sums due and owing to PSN pursuant to the terms of this Agreement and/or any applicable Payment Processing Agreement agreed to by Billor, including, but not limited to Chargebacks and Network Fees, will automatically be debited from the Billor Bank Account for such purpose on a daily or monthly basis at PSN's sole discretion. Billor shall maintain sufficient funds in the Billor Bank Accounts to pay all periodic fees, Chargebacks, Network Fees and other fees due hereunder; and non-sufficient funds for these debits, or blocking or otherwise rendering inaccessible any Billor Bank Account, are grounds for suspension of the Services, and/or termination of this Agreement if, after written notice and opportunity to cure is provided to Billor, Billor fails to cure within thirty (30) days of receiving said notice.

In the event that more than One Million Dollars (\$1,000,000) in Visa Transactions, and/or One Million Dollars (\$1,000,000) in MasterCard Transactions (or such other amount provided by the Operating Regulations) ("Benchmark Amount") is processed through and on behalf of Billor in any 12-month period, Billor will automatically be deemed to have accepted, and will be bound by, the "Merchant Services Agreement for Sub-Merchants" with Vantiv, LLC and its designated Member Bank (collectively "Acquirer"), the terms of which will be independently enforceable by Acquirer. For purposes of this Section 14:

- (a) "Operating Regulations" means, collectively, the Associations' and other payment network's by-laws, operating regulations and/or all other rules, policies and procedures, including but not limited to the Payment Card Industry Data Security Standard, the VISA Cardholder Information Security Program, the MasterCard Site Data Protection Program, and any other program or requirement that may be published and/or mandated by the Associations or payment networks;
- (b) "Associations" means MasterCard International Inc. ("MasterCard"), VISA U.S.A. Inc. ("VISA"), Discover ("Discover"), and certain similar entities; and
- (c) "Member Bank" means a member of VISA, MasterCard and/or Discover, as applicable, that provides sponsorship services in connection with the Merchant Services Agreement for Sub-Merchants. As of the commencement of this Agreement, Member Bank shall be Fifth Third Bank, an Ohio Banking Corporation, located in Cincinnati, OH 45263.

15. Indemnification. PSN shall indemnify and hold Billor and Billor's employees, attorneys, and agents harmless from and against any third-party claims and/or Customer claims ("Claims"), including any losses, liabilities, and damages (including, without limitation reasonable attorneys' fees) incurred by Billor resulting from such Claims, to the extent such Claims arise from: (i) PSN's failure to implement and maintain commercially reasonable and appropriate administrative, physical and technical safeguards against the theft of Customer Data; or (ii) PSN's total failure to direct the delivery of funds to Billor as required hereunder, to the extent such funds comprise payments due from PSN for Transactions processed hereunder. PSN's indemnification obligations as set forth in this Section 15 do not apply to any Claim relating to: (a)

Payment Service Network, Inc. Service Agreement

Billers failure to resolve a payment dispute concerning debts owed to Biller; (b) Biller's negligence, willful misconduct, or violation of any applicable agreement or law; (c) any inaccuracy in or breach of Biller's representations or warranties contained in this Agreement; (d) Biller's breach of any covenant or obligation contained in this Agreement; or (e) any dispute caused in whole or in part by the information or directions provided to PSN by Biller or its agents.

16. Limitation of Liability. IN NO EVENT SHALL PSN'S AGGREGATE AND CUMULATIVE LIABILITY RELATING TO OR ARISING FROM THIS AGREEMENT OR THE SERVICES PROVIDED HEREUNDER EXCEED THE TOTAL AMOUNT OF FEES PAID TO PSN BY BILLER IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE FIRST EVENT GIVING RISE TO SUCH LIABILITY. IN NO EVENT SHALL PSN AND/OR ITS LICENSORS BE LIABLE TO ANYONE FOR ANY INDIRECT, PUNITIVE, SPECIAL, EXEMPLARY, INCIDENTAL, OR CONSEQUENTIAL DAMAGES (INCLUDING LOSS OF DATA, REVENUE, PROFITS, USE OR OTHER ECONOMIC ADVANTAGE) ARISING OUT OF, OR IN ANY WAY CONNECTED WITH THE SERVICES, EVEN IF PSN OR ITS LICENSORS HAVE BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. Certain states and/or jurisdictions do not allow the exclusion of implied warranties or limitation of liability for incidental, consequential or certain other types of damages, in which such case the exclusions set forth above may not apply to Biller.

17. Export Control. Biller agrees to comply with United States export controls administered by the U.S. Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, and other U.S. agencies.

18. Notice. Either Party may give notice by electronic mail to the other Party's email address. For PSN, that email address is: PSNOPS@Paymentservicenetwork.com. For Biller, that email address is the one designated by Biller on the Biller Order Form. Either Party may also give notice by written communication sent by first class mail or pre-paid post to the other Party's address as set forth below:

PSN:	Payment Service Network, Inc. 2901 International Lane, Suite 300 Madison, WI 53704 Attention: Legal Department
Biller:	TOWN OF COEBURN, VA 403 SECOND STREET NE COEBURN, VIRGINIA 24230 UNITED STATES Attention : Jimmy Williams

Such notice shall be deemed to have been given upon the expiration of forty-eight (48) hours after mailing or posting (if sent by first class mail or pre-paid post) or twelve (12) hours after sending (if sent by email). Biller consents to receiving from PSN any federal tax statements or other notices required by federal, state or local law in an electronic format.

19. Assignment. This Agreement may not be assigned by either Party without the prior written approval of the other Party, but may be assigned without the other Party's consent to: (i) a parent or subsidiary; (ii) an acquirer of assets; or (iii) a successor by merger; *except that* in no instance will this Agreement be assignable by Biller to a competitor of PSN, or a provider of services similar to the Services provided by PSN hereunder. Any purported assignment in violation of this Section shall be void.

20. Insurance.

PSN agrees to maintain in full force and effect during the Term of the Agreement, at its own cost, the following insurance coverages:

- Commercial General or Business Liability Insurance with minimum combined single limits of One Million Dollars (\$1,000,000) each occurrence and Two Million Dollars (\$2,000,000) general aggregate.
- Umbrella Liability Insurance with minimum combined single limits of Five Million Dollars (\$5,000,000) each occurrence and Five Million Dollars (\$5,000,000) general aggregate.
- Automobile Liability Insurance with minimum combined single limits for bodily injury and property damage of not less than One Million Dollars (\$1,000,000) for any one occurrence, with respect to each of PSN's hired or non-owned vehicles assigned to or used in performance of the Services.
- Errors and Omissions Insurance (Professional Liability and Cyber Insurance) with limits of liability of at least One Million Dollars (\$1,000,000) per claim and in the aggregate.

21. Immigration Laws. PSN represents and warrants that it has complied with, and will comply with, all applicable immigration laws with respect to the personnel assigned to perform Services for Biller.

22. Beta Products. In the event that there is any functionality labeled "Beta" on the Biller Order Form, such functionality is provided "AS IS" WITHOUT ANY EXPRESS OR IMPLIED WARRANTY, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND ALL OTHER WARRANTIES ARE HEREBY

Payment Service Network, Inc. Service Agreement

DISCLAIMED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW BY PSN AND ITS LICENSORS AND PAYMENT PROCESSORS. PSN'S AGGREGATE LIABILITY WITH RESPECT TO SUCH FUNCTIONALITY SHALL BE UP TO AND NOT EXCEED TEN DOLLARS (\$10).

23. Chargebacks, Disputes and Reserve Account. If Biller incurs excessive Chargebacks, in PSN's sole determination, or otherwise fails to pay fees or charges, or there are insufficient funds for PSN to debit amounts for which Biller is responsible hereunder, in addition to other remedies under this Agreement, PSN (or the payment processor) may take the following actions: (i) notify Biller of a new rate that will be charged to process Chargebacks; (ii) collect from Biller an amount reasonably determined by PSN (or the payment processor) to be sufficient to cover anticipated Chargebacks and all related fees, penalties, expenses, and fines, or increase a reserve amount; (iii) require Biller to promptly establish a Reserve Account as determined by PSN; or (iv) terminate the Agreement. Biller shall be responsible to PSN for, and shall promptly pay to PSN, such charges required to be paid by Biller and any Chargebacks, by any party, including without limitation Chargebacks claimed by any payment and credit card processors, bank, or other financial services organization.

To the extent permitted by applicable law, Biller shall indemnify, defend, and hold PSN and its licensors, subsidiaries, affiliates, officers, directors, employees, attorneys, agents, and payment processors harmless from and against any and all claims, costs, damages, losses, liabilities and expenses (including attorneys' fees and costs) arising out of or relating to: (i) any charge against any reserves required by payment or credit card processors; (ii) Chargebacks, Network Fees or insufficiency of funds in any Biller Bank Account, by any party, including without limitation Chargebacks claimed by any payment or credit card processors, bank, or other financial services organization; (iii) any claims or allegations that PSN's use of any Customer Data infringes the rights of a third party; (iv) a violation by Biller of Biller's representations and warranties or the breach by Biller or Biller's users or Customers of this Agreement, including without limitation incomplete or inaccurate Transactions; (v) Biller's violation of any third party payment or credit card processing agreement or merchant agreement, or (vi) Biller's or its authorized users' use of the Services. Biller represents and warrants that the Biller Bank Account will contain sufficient funds to cover any estimated financial exposure based on reasonable criteria for Chargebacks, ACH rejects or reversals, credits, returns, and all additional liabilities anticipated under this Agreement, including, but not limited to Chargebacks, fines, fees and penalties. PSN may, at its sole discretion, collect fees related to Chargebacks and ACH rejects and reversals, or other refunds or credits from Biller's Customers.

Biller agrees to cooperate with PSN in resolving any disputes between Biller and Customers in a timely manner, reaffirming that PSN is only an intermediary and does not hold the funds in dispute and that PSN does not represent Biller or Customer in such disputes. Disputed Transactions and Chargebacks ("Disputed Transactions") will be handled in the following manner:

- (1) Credit Card Transactions:
PSN will notify Biller via electronic mail of any disputed credit card payments or Chargebacks from Biller's Customers. Biller agrees to follow its standard operating procedures to resolve such disputed or charge-backed credit card payments and work with PSN, the credit card company, or its agents to investigate any such cases and assist in resolving any such claims. For all Chargebacks, Biller will be charged a fee as set forth in the Biller Order Form and will automatically debit Biller's account for the total of the original Transaction plus such Chargeback fee for the purpose of charging it back to the Customer.
- (2) ACH – Checking and Savings Account Transactions, Bank Bill Pay and Check 21 Transactions:
Problem Transactions: NSF, Invalid Account, Receiver's Account Closed, No Account, Stopped Payment, Account Frozen, Customer Does Not Authorize Payment, RDFI Not ACH Member and/or any other Return Reason Codes as labeled in NACHA Processing Guidelines will be resolved in the following manner:
 - (i) PSN will notify Biller and Customer of said problem;
 - (ii) PSN will stop payment if funds have not already been deposited or, if directed by Customer, process another Transaction for Customer; and
 - (iii) In the event that funds from said Transaction have been deposited into Biller's account, PSN will debit Biller's account for a total sum of the original deposit for said Transaction.

24. Independent Contractors. PSN and Biller are independent contractors and this Agreement does not establish any relationship of partnership, joint venture, employment, franchise or agency between PSN and Biller. Neither PSN nor Biller will have the power to bind the other Party or incur obligations on the other Party's behalf without the other Party's prior written consent, except as otherwise expressly provided in this Agreement.

25. Communications with Customers and Permissions. Individual Customers and users, when they initially log in to make payments using the Services, may be asked whether or not they wish to receive marketing and other non-critical Service-related communications from PSN from time to time. Such Customers and users may opt out of receiving such communications at that time or at any subsequent time by changing their account or email subscription preferences. Biller understands and acknowledges that because the Services are a hosted, online application, PSN occasionally may need to notify all users of the Services (whether or not they have opted out as described above) of important announcements regarding the operation of the Services.

Biller hereby grants to PSN and its providers a worldwide, non-exclusive, assignable, perpetual, and royalty-free license and right to copy, use, publish and distribute Customer names, physical addresses, and email addresses as well as obtain email addresses of Biller's Customers by using data Biller has provided or made accessible to PSN or any of its affiliates, *solely for the purposes of:* (i) communicating or sending to Customers (and/or their agents) information designed to inform, promote, and encourage Customers (and/or their agents) to use the Services including, without limitation, paying bills online, enrolling in autopay, and enrolling in paperless billing, and (ii) in conjunction with

Payment Service Network, Inc. Service Agreement

information relating to feedback and response regarding such communications, creating and using aggregated and anonymized data and analysis for purposes of improving the Services. Biller hereby grants to PSN and its providers a worldwide, non-exclusive, assignable, and royalty-free license and right during the Term, to copy, use, modify, and publish the Biller's name, logos, trade dress, photographs, website materials, and other works of authorship for the purpose of implementing and providing the Services and performing their obligations under this Agreement. Biller represents and warrants it has all necessary rights, permissions, and licenses to grant and provide to PSN and its service providers the license, rights, and permissions described in this Section and will comply with all applicable laws and regulations with respect to any personal information of any of its Customers. For purposes of clarity, the license, rights, and permission grants described in this Section are part of the "Services" under the Agreement.

26. American Express Compliance (this Section only applies if Biller accepts American Express as a Payment Method).

- (1) Biller agrees to comply with all applicable laws, rules and regulations, including the American Express Merchant Operating Guide requirements, which are incorporated into this Agreement by reference as if they were fully set forth in the Agreement. The American Express Merchant Operating Guide may be viewed at: www.americanexpress.com/merchantopguide. To the extent of any conflict arising between the terms of this Agreement and the American Express Merchant Operating Guide, the terms of this Agreement shall control.
- (2) *Processing Restrictions.* Biller is prohibited from processing Transactions itself once such Transactions have been submitted to American Express or receiving payments on behalf of, or (unless required by law) re-directing payments to any other party.
- (3) *Third Party Beneficiary Rights.*
 - Biller confers on American Express the third-party beneficiary rights, but not obligations, to the Agreement between Biller and PSN and, as such, American Express has the express right to enforce the terms of the Agreement against the Biller.
 - Biller agrees and warrants that it does not hold third party beneficiary rights to any agreements between PSN and American Express and at no time will attempt to enforce any such agreements against American Express.
- (4) *AMERICAN EXPRESS LIMITATION OF LIABILITY.* BILLER ACKNOWLEDGES AND AGREES THAT IN NO EVENT SHALL AMERICAN EXPRESS, ITS AFFILIATES, AGENTS, SUCCESSORS, OR ASSIGNS BE LIABLE TO BILLER FOR ANY DAMAGES, LOSSES, OR COSTS INCURRED, INCLUDING INCIDENTAL, INDIRECT, SPECULATIVE, CONSEQUENTIAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES OF ANY KIND (WHETHER BASED ON CONTRACT, TORT, INCLUDING NEGLIGENCE, STRICT LIABILITY, FRAUD, OR OTHERWISE, OR STATUTES, REGULATIONS, OR ANY OTHER THEORY), ARISING OUT OF OR IN CONNECTION WITH THE AGREEMENT.
- (5) *American Express Addendum.* Biller acknowledges that it must agree to the terms of the PSN American Express Addendum before accessing or using the Services, and Biller must at all times comply with the terms of the PSN American Express Addendum. The PSN American Express Addendum is hereby incorporated herein, and made a part hereof, by this reference.

27. Interactive Voice Response Functionality and Outbound Communications ("IVR").

- a. *License.* For and in consideration of the payment of all fees and charges paid to PSN, as provided in the Biller Order Form, PSN hereby licenses to Biller non-exclusive access to its proprietary IVR for Biller's internal use only.
- b. *Indemnification.* Biller agrees it will not use the IVR in any manner, shape or form that violates any local, state or federal law or regulation (including without limitation violations of Fair Debt Collection Practices Act, 15 U.S.C. § 1692 -1692p). Biller shall defend and hold PSN and its licensor harmless from and against, and will indemnify PSN and its licensor for, any and all costs, fines, penalties, causes of action, allegations, suits, and claims, including reasonable attorney's fees and expenses, arising from or relating to Biller's use of the IVR in violation of any local, state or federal law or regulation.
- c. *Legal Compliance.* Notwithstanding any other provision in this Agreement to the contrary, Biller shall be responsible for compliance with all applicable laws and regulations related to the call flows, content, prompts, and data flows and the Biller's benefits and uses of the IVR. Although neither PSN nor its licensor provides legal advice to Biller, Biller understands and acknowledges and shall comply with all laws, rules, and regulations regarding do not call lists, legal calling times, and dialing cellular numbers, and shall abide by all applicable laws, rules, and regulations while implementing or using IVR.
- d. *No Warranty.* NEITHER PSN NOR ITS LICENSOR MAKES ANY WARRANTY OR ANY REPRESENTATION, EXPRESS OR IMPLIED, WRITTEN OR ORAL, RELATING TO THE IVR UNDER THIS AGREEMENT OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY THAT THE IVR SERVICES ARE FIT FOR ANY PARTICULAR PURPOSES OR OF MERCHANTABILITY, AS THE IVR IS PROVIDED "AS IS". BILLER AGREES THAT NEITHER PSN NOR LICENSOR WARRANTS THAT THE IVR OR ITS SERVICES WILL BE ERROR FREE OR OPERATE UNINTERRUPTED, AND THAT NEITHER PSN NOR LICENSOR WILL BE HELD RESPONSIBLE IN ANY MANNER, SHAPE OR FORM FOR ANY FAILURE OF THE IVR OR ITS SERVICES TO PERFORM ANY PARTICULAR FUNCTION. Biller acknowledges that the IVR services are provided through telephone and electronic devices and shall not hold PSN or any licensor responsible for any failure due to technical or electronic failures which are not attributed to PSN's negligence. Further, neither PSN nor its licensor is responsible for any poor result as a result of judgments and choices made by Biller in using the IVR services.

28. Point of Sale Devices (Applicable where Point of Sale Devices are selected on the Biller Order Form).

Point of Sale Devices are provided to the Biller for their use under license fees provided in the Biller Order Form. PSN provides to Biller all Point of Sale Devices on a license basis. Biller will be fully responsible for all Point of Sale Devices including without limitation all risk of loss and damage to Point of Sale Devices while in Biller's possession or control, save normal wear and tear.

Payment Service Network, Inc. Service Agreement

Where PSN provides Point of Sale Devices, the following additional terms apply:

- a. PSN and the Point of Sale Device manufacturer warrant that the Point of Sale Devices provided pursuant to this Agreement will perform in accordance with the manufacturer's published specifications. Should a Point of Sale Device fail to conform to applicable manufacturer's specifications, repair parts and replacement products will be furnished on an exchange basis and will be either reconditioned or new as specified below. This limited warranty does not include service to repair damage to the Point of Sale Device resulting from accident, disaster, unreasonable use, misuse, abuse, customer's/reseller's/any other third party's negligence, or non-manufacturer modification of the Point of Sale Device. PSN reserves the right to examine the alleged defective product to determine whether the warranty is applicable. Without limiting the generality of the foregoing, PSN and the Point of Sale Device manufacturer specifically disclaim any liability or warranty for any Point of Sale Device resold in other than manufacturer's original packages, and for Point of Sale Devices modified, altered, repaired, maintained, or treated by Biller, its customers, and/or any third party. Service on a defective Point of Sale Device may be obtained by delivering the Point of Sale Device during the warranty period as instructed by PSN.
- b. The following is the repair and replacement policy for a defective Point of Sale Device:

Replacement Requests – Biller shall promptly notify PSN that the Point of Sale Device is not working, via email, phone call or help desk ticket. PSN will update and/or open a new help desk ticket for the Point of Sale Device swap replacement request. Biller must provide the serial number of the Point of Sale Device that is not working.

Replacement Point of Sale Devices will be shipped to the Biller as noted on the help desk ticket issued by PSN.

Shipping Method: Replacement Point of Sale Devices will be shipped via a commercial shipping service at no charge to the Biller. If Biller needs the device sent via overnight shipping there is an additional cost of \$35.00 per device.

Biller has 14 business days to return a Point of Sale Device that is not working to an address specified by PSN on the return help desk ticket, delivery or postage pre-paid. Failure to return the non-working device may result in additional fees and charges to Biller.

PSN shall use reasonable efforts to provide the Point of Sale Device services in an uninterrupted, continuous manner. Biller understands and agrees that services may be periodically off line or otherwise inoperable in order for PSN to perform maintenance, install or test software, or for other commercially reasonable business purposes and that during such time the Point of Sale Device services may not be provided. Biller further understands and agrees that from time to time Point of Sale Device services may be off line or otherwise inoperable as a result of the failure of equipment or services provided to the manufacturer by third parties (for example, public or private telecommunications services or internet nodes or facilities, overall Internet congestion, unavailability of internet services, such as DNS services), and that during such time the Point of Sale Devices services may not be provided. Furthermore, Biller understands and agrees that the provisions of any services and other performances hereunder will be excused for any of the reasons set forth herein. In the event of unforeseen network or equipment failure, manufacturer will use commercially reasonable efforts to restore the Point of Sale Devices services in a reasonable prompt fashion. Manufacturer may from time to time, in its sole discretion, modify the manner in which it provides Point of Sale Device services, and modify its software and systems, all of which may result in a change in the manner in which manufacturer provides the software and systems, *provided, however*, that such modifications and/or changes do not degrade the level of, or have a material adverse impact upon the features and functionality of the Point of Sale Device services.

- c. EXCEPT AS PROVIDED IN THIS SECTION 28, PSN AND THE POINT OF SALE DEVICE MANUFACTURER MAKE NO OTHER WARRANTY, EXPRESS OR IMPLIED, AND PSN AND THE POINT OF SALE DEVICE MANUFACTURER DISCLAIM ANY WARRANTY OF ANY OTHER KIND INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. BILLER AGREES AND ACKNOWLEDGES THAT ALL PRODUCTS AND POINT OF SALE DEVICES ARE OFFERED AND PROVIDED ON AN "AS IS" BASIS.
- d. Responsibilities of Biller. Biller is responsible for the following: (i) providing PSN with a static IP address or a specific range of static IP addresses, and (ii) protecting the confidentiality of each end user's Data. Biller is solely responsible for ensuring the secure transmission of any data that Biller transmits to PSN ("Biller Transmitted Information"), and PSN and the Point of Sale Device manufacturer will have no liability therefore (provided that the manufacturer will use Biller Transmitted Information only for purposes of this Agreement). Biller is solely responsible for: (a) adopting, implementing, and maintaining appropriate and effective security measures, procedures, policies, and standards and any other best practices available to protect the confidentiality of Biller Data, (b) protecting the confidentiality of any information stored on Biller's servers, and (c) using the Point of Sale Device services in the manner instructed by PSN and the manufacturer and otherwise in the manner intended.
- e. Network Security. Biller shall be solely responsible for ensuring that authorized Biller employees and contractors are not security risks. Upon PSN's request, Biller will promptly provide PSN with any information reasonably necessary for PSN to evaluate security issues and/or concerns relating to any authorized Biller employee and/or contractor. Each party will be solely responsible for the selection, implementation, and maintenance of security procedures and policies that are sufficient to ensure that (a) such

Payment Service Network, Inc. Service Agreement

party's use of any network or internet connection is secure and is used only for authorized purposes, and (b) such party's business records and data are protected against improper access, use, loss, alteration, and/or destruction.

- f. Biller shall provide PSN with physical access to the Point of Sale Devices upon request after reasonable advance notice. Biller shall not, nor allow any third party to, modify, repair, replace, relocate, sell, lease, assign, encumber, or otherwise tamper with any of the Point of Sale Devices without PSN's express written consent. Any change of the location of any Point of Sale Device may warrant that Biller pay PSN any additional installation and related charges associated with such relocation, charged by PSN's third-party vendors. At the end of the term, Biller shall be responsible to promptly return all Point of Sale Devices, freight prepaid by PSN, to PSN at the place from which the Point of Sale Device was shipped (or as otherwise designated by PSN) in as good condition as exists at the commencement of the term, reasonable wear and tear, and casualty, in respect thereto excepted. Biller shall use each Point of Sale Device at all times in a proper, diligent, and workmanlike manner and in such manner as will not damage or injure the Point of Sale Device except by the ordinary wear and tear of such Point of Sale Device. In the event of damage to any Point of Sale Device, Biller shall notify PSN who shall replace or repair the Point of Sale Device at Biller's expense.
- g. Point of Sale Devices and all parts and components thereof shall retain their character as personal property and all right, title and interest in and to shall not pass to Biller or any third party, but title and ownership shall remain exclusively with PSN. Biller shall be and shall have the duties of a bailee of the Point of Sale Devices. Biller shall not remove, conceal, or otherwise interfere with the title or ownership plate of PSN affixed to any Point of Sale Device until and unless such Point of Sale Device is purchased, and full payment is made as herein provided. If Biller sells, assigns, pledges, or attempts to sell or assign Point of Sale Devices or any interest therein, or if Biller defaults in any of the covenants, conditions or provisions of this Agreement, it is agreed that PSN may immediately and without notice take possession of the Point of Sale Devices where found and remove and keep or dispose of the same and any unpaid fees shall at once become due and payable by Biller. If any step is taken by legal action or otherwise by PSN to recover possession of any Point of Sale Device or otherwise enforce this Agreement or to collect moneys due hereunder, Biller shall promptly reimburse PSN for all expenses and charges incurred by PSN, including reasonable attorney's fees.

29. Biller Agents. Biller will certify to PSN the identity of any person that Biller has authorized to act as its agent with respect to the Services. Any such person is authorized to, without limitation, take any action on behalf of Biller as it relates to any Services. PSN shall be able to conclusively presume that such agency continues until PSN receives written notice to the contrary. PSN may rely on instructions received from such persons and need not make any inquiries to confirm that the instructions are within the scope of the agency.

30. Captions. Captions/section headings contained in this Agreement are included only for convenience of reference and do not define, limit, explain or modify this Agreement or its interpretation, instruction or meanings and are in no way intended to be construed as part of this Agreement.

31. Data Privacy. All capitalized terms used in this Section, not otherwise defined, shall have the meaning established by Applicable Laws. For purposes of this Section, "Applicable Laws" means all applicable state privacy and data protection laws, including, without limitation, the California Consumer Privacy Act of 2018 ("CCPA"), Cal. Civ. Code Section 1798.100, *et seq.*, as may be amended from time to time (including but not limited to those amendments enacted by the California Privacy Rights Act of 2020 ("CPRA")); the Virginia Consumer Data Protection Act ("VCDPA"); the Colorado Privacy Act ("CoPA"); the Utah Consumer Privacy Act ("UCPA"); Connecticut's Personal Data Privacy Act ("CTPDPA"); and other analogous state data privacy and security laws or regulations. Regardless of Biller's status as a Business or Controller under Applicable Laws, PSN is a "Service Provider" under the CCPA/CPRA, and a "Processor" under the VCDPA, CoPA, UCPA, and CTPDPA, to the extent such Applicable Laws are applicable to PSN. PSN, as a Service Provider/Processor, agrees to the following as applicable:

- a. PSN will not sell Personal Information.
- b. PSN will not retain, use, or disclose Personal Information for any purpose other than for the specific purpose of providing the Services, as set out in the Agreement, or as otherwise permitted by Applicable Laws.
- c. PSN will not retain, use, or disclose Personal Information for any commercial purpose other than providing the Services.
- d. PSN shall provide reasonable assistance to Biller in facilitating compliance with Consumer rights requests.
- e. Upon direction by Biller, and with a commercially reasonable amount of time, PSN shall delete Personal Information in its possession.
- f. PSN shall not be required to delete any Personal Information in order to comply with a Consumer's request or as directed by Biller if it is necessary for PSN to maintain such information in accordance with Applicable Laws. PSN shall promptly inform Biller of the exceptions relied upon under Applicable Laws and PSN shall not use the Personal Information retained for any other purpose than provided for by the applicable exception or as otherwise permitted by Applicable Laws.
- g. PSN certifies it understands the prohibitions in this Section and will comply with them.
- h. If PSN, in its sole discretion, uses a Service Provider to provide the Services, PSN will enter into written agreements with such Service Providers requiring the Service Provider to abide by terms substantially similar to those set forth in this Section.

32. General.

(a) With respect to agreements with municipalities, localities or governmental authorities, this Agreement shall be governed by the law of the state wherein such municipality, locality or governmental authority is established, without regard to the choice or conflicts of law provisions of any jurisdiction. With respect to Billers that are *not* municipalities, localities or governmental authorities: (i) this Agreement shall be governed by the laws of the State of Wisconsin and controlling United States federal law, without regard to the choice or conflicts of law provisions of any jurisdiction; and (ii) for the purpose of any dispute arising under, or related in any way to, the subject matter of this Agreement,

Payment Service Network, Inc. Service Agreement

the Parties agree that such dispute shall be heard exclusively by the federal or state courts situated in Dane County, Wisconsin, and the Parties agree not to raise any objection to or defense based upon the venue of said courts. No text or information set forth on any other purchase order, preprinted form or document (other than a Biller Order Form and any add-on Biller Order Form, if applicable), and no documentation (including any implementation planning documents) except as specifically referenced in this Agreement, shall modify, add to or vary the terms and conditions of this Agreement. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then such provision(s) shall be construed, as nearly as possible, to reflect the intentions of the invalid or unenforceable provision(s), with all other provisions remaining in full force and effect. The failure of either Party to enforce any right or provision in this Agreement shall not constitute a waiver of such right or provision unless acknowledged and agreed to by PSN in writing. All rights and obligations of the Parties in Sections 7, 8, 10, 15, 16, 18, 22 and 31 shall survive termination of this Agreement. This Agreement, including all exhibits attached hereto, comprises the entire agreement between Biller and PSN and supersedes all prior or contemporaneous negotiations, discussions or agreements, whether written or oral between the Parties regarding the subject matter contained herein. Biller agrees that PSN may disclose the fact that Biller is a paying customer and the version of the Services that Biller is using. Where this Agreement is incorporated into, embedded in or otherwise made a part of a separate agreement between PSN, Biller and a third party service provider ("Third Party Agreement"), and such Third Party Agreement is terminated or expires, Biller and PSN agree that the terms and conditions of this Agreement shall survive and remain in effect as between Biller and PSN until this Agreement expires or is otherwise terminated by either Biller or PSN in accordance with the terms herein.

(b) By executing this Agreement, Biller ratifies its authorization for PSN to execute debit/credit entries to the Biller Bank Account specified in the Biller Order Form at the depository financial institution(s) named in the Biller Order Form, and to debit/credit the same such account(s). Biller acknowledges that the origination of ACH transactions to its account(s) must comply with the provisions of U.S. law. This authority is to remain in full force and effect until: (i) PSN has received written notification (by electronic or U.S. mail) from Biller of its revocation in such time and manner as to allow PSN a reasonable opportunity to act on it, but not less than ten (10) business days' notice; and (ii) all obligations of Biller to PSN that have arisen under the Agreement and all other agreements have been paid in full. Biller must also notify PSN as set forth in this Agreement when a change in Biller Bank Account number(s) or bank has occurred, at which time this authorization shall apply to such new/changed Biller Bank Account. A fee will be charged for any returned or rejected ACH debits. In the event of non-payment of any sums due to PSN by Biller, PSN reserves the right to withdraw such sums from the Biller Bank Account at any time to ensure payment of the same.

(c) Standard data rates and text messaging rates may apply based on the Customer's plan with their mobile phone carrier. Customers can opt out of text messaging at any time with PSN. Partial payment or overpayment is not supported. Biller may not use the Services for activities that violate any law, statute, ordinance or regulation.

33. Certifications, Attestation and Execution. By executing this Agreement, Biller: (i) certifies to PSN that the individual signing this Agreement on Biller's behalf is authorized by Biller to sign this Agreement; (ii) certifies to PSN that all information and documents submitted by Biller in connection with this Agreement are true and complete; and (iii) authorizes PSN or its agent to verify any of the information given, including credit references, and to obtain credit reports.

By signing below, Biller attests and agrees that: (i) all information, documentation, and materials submitted to PSN by Biller in connection with Biller's submerchant application are true, accurate and complete; and (ii) Biller will at all times comply with the terms, conditions and requirements of this Agreement and the Merchant Services Agreement for Sub-Merchants.

This Agreement may be executed in several counterparts, each of which may be deemed an original, but all of which together shall constitute one and the same instrument. Executed copies hereof may be delivered by facsimile or email of a PDF document, and, upon receipt, shall be deemed originals and binding upon the signatories hereto, and shall have the full force and effect of the original for all purposes, including the rules of evidence applicable to court proceedings.

[SIGNATURE PAGE FOLLOWS]

Payment Service Network, Inc. Service Agreement

IN WITNESS WHEREOF, the Parties have executed this Agreement effective as of the Effective Date first set above. By the signature of its representative below, each Party affirms that it has taken all necessary action to authorize said representative to execute this Agreement.

PAYMENT SERVICE NETWORK, INC.

Town of Coeburn, VA

By: _____

By: _____

Name: _____

Name: Jimmy Williams

Title: _____

Title: Town Manager

Date: _____

Date: _____

Payment Service Network, Inc. Service Agreement

EXHIBIT A TO THE SERVICE AGREEMENT

DEFINITIONS

The following definitions apply as used in the Agreement and in any exhibit thereto, now or hereafter:

“Biller Data” means invoices and bills of the Biller as well as the Content of such invoices and bills;

“Biller Order Form” means the order form contained in Exhibit B attached hereto that references the Services to be performed by PSN and any add-on Services under any add-on Biller Order Form, and which also specifies Biller’s initial subscription for the Services, the applicable transactional fees, service fees and other fees charged by PSN, the billing period, and other charges, terms and conditions as agreed to between the Parties;

“Chargeback” is a reversal of a Transaction initiated by a credit card company, processor, bank or other financial institution including chargebacks, ACH rejects or reversals, disputes and other refunds or credits, that Biller previously presented to PSN under this Agreement and includes, but is not limited to, instances where: (i) Biller failures to issue a refund to a Customer as required; (ii) PSN did not receive Biller’s response to a retrieval request within seven (7) days or any shorter time period required by the Payment Brand Rules; (iii) a Customer disputes the Transaction or claims that the Transaction is subject to a set-off, defense or counterclaim; or (iv) the Biller Bank Account designated by the Customer for an ACH transaction is invalid, or has insufficient funds to complete a Transaction;

“Content” means the information and documents provided or made available to Biller by PSN in the course of Biller accessing or using the Services;

“Customer” shall include customers, payers, taxpayers and users of services of Biller;

“Customer Data” means name, address and contact information of Customers and associated credit card numbers and bank account numbers, excluding any data that PSN acquired other than from the Biller or Customers;

“Go Live Date” means the date that the first payment transaction is processed by PSN for any Customer under this Agreement;

“Integration Components” means software which integrates the Services with any third party software, and any updates or revisions thereto;

“Intellectual Property Rights” means unpatented inventions, patent applications, patents, design rights, copyrights, trademarks, service marks, trade names, domain name rights, mask work rights, know-how and other trade secret rights, and all other intellectual property rights, derivatives, Integration Components and application programming interfaces thereof, and forms of protection of a similar nature anywhere in the world;

“IVR” means the software as a service which provides interactive voice and communication response functionality, automated payments by voice and text, text (SMS) messaging, and related functionality, including inbound and outbound communications;

“Network” is any Payment Method provider whose payment method is accepted by Biller from Customers and which is accepted by PSN for processing, including, but not limited to, Visa, Inc., MasterCard International, Inc., American Express, PayPal (including Pay Pal, Venmo, Pay In 4 and PayPal Credit), Discover Financial Services, LLC, and any other Payment Methods, digital wallets, credit and debit card providers, and debit network providers. Network also includes the National Automated Clearing House Association (“NACHA”), with respect to Transactions involving any credit or debit entry processed over the ACH network, and any other network or clearinghouse over which any electronic check processing Transactions may be processed;

“Network Fees” means all pass-through costs including interchange, PayPal brand fees, dues, assessment fees, processing fees, and similar fees, assessed by any Network, credit card or payment processors, bank card issuers, payment associations, or ACH or check processors;

“Network Liabilities” means any and all fines, fees, penalties, liabilities, charges and other amounts which may be imposed or assessed by the Networks or payment processors as a result of Biller’s actions, omissions, Transactions or Chargebacks, including without limitation, Biller’s failure to comply with the Network Rules, or this Agreement and/or any agreement with any payment processor;

“Payment Methods” means credit and debit cards, ACH, EFT and Check 21 transactions, digital wallets including but not limited to Visa, MasterCard, Amex and Discover, PayPal, Venmo, Apple Pay, Google Pay, credit instruments including PayPal Credit and PayPal Pay in 4, stored value cards, loyalty cards, electronic gift cards, authorized account or access numbers, paper certificates and credit accounts that are used for Transactions and listed on the Biller Order Form;

“Payment Processing Agreement(s)” means the payment and card processing agreements and merchant agreements which PSN has directed the Biller to enter into to enable PSN to provide the Services;

“PSN Technology” means all of PSN’s proprietary technology (including software, hardware, products, processes, algorithms, user interfaces, know-how, techniques, designs and other tangible or intangible technical material or information) made available to Biller or otherwise

Payment Service Network, Inc. Service Agreement

developed by PSN in providing the Services;

“Reserve Account” means a Biller account which is maintained in order to protect PSN against the risk of, among other things, existing, potential, or anticipated Chargebacks and to satisfy the other obligations under the Agreement;

“Service(s)” means PSN’s billing and payment service, the Content, PSN Technology and other services identified on the Biller Order Form, developed, operated, provided, and/or maintained by PSN, accessible via the Site or another designated website or IP address, or ancillary online and/or offline products and services provided to Biller by PSN, to which Biller is being granted access under this Agreement;

“Site” means <https://www.info.paymentservicenetwork.com/> and its subdomains; and

“Transaction(s)” means a transaction conducted between Biller and its Customers with respect to an account, or evidence of an account, utilizing Payment Methods for payment in connection with the sale, lease, financing or provision of goods and/or services by Biller and/or payment of taxes (either directly or through PSN). “Transaction(s)” may also be used to refer to the written or electronic record of such a transaction, including, without limitation, an authorization code, settlement record, ECP file, or a credit or debit entry pursuant to and consistent with NACHA Rules or card association rules which is submitted to a processor to initiate or evidence a Transaction.

Payment Service Network, Inc. Service Agreement

EXHIBIT B TO THE SERVICE AGREEMENT

BILLER ORDER FORM

EXHIBIT B TO THE SERVICE AGREEMENT

BILLER ORDER FORM

I. BILLER INFORMATION

Primary Contact Name:	Jimmy Williams	Biller Legal Name:	Town of Coeburn
Biller Address:	403 Second Street NE	City, State, ZIP:	Coeburn, Virginia 24230
Biller Telephone:	276-395-3323	Fax:	
Email:	jwilliams@townofcoeburn.com	Website:	http://townofcoeburn.com/

II. LIST OF ADDITIONAL PROPERTIES, ACCOUNTS OR SERVICES: (Please use a separate sheet if needed or an Excel spreadsheet if possible.)

Total Number Potential Payers	Service Description or Property Name	Address (If different from above) (Include: Street Address, City, State, ZIP)	Tax ID REQUIRED	Contact Person (for this account, if different from above)	Email (for this account, if different from above)	Phone Number (for this account, if different from above)
1,894	Utility Payment					
1,601	Real Estate Tax					
1,160	Personal Property Tax					

III. BILLER BANK ACCOUNT AND DEPOSITING AND INVOICING INSTRUCTIONS AND REQUEST FOR VOIDED CHECK(S):

Biller Bank Account for Depositing Funds	
Billing Method:	
Routing #:	
Last 4 Acct #:	

Billers Bank Account for Debiting Fees (if different than above)	
Billing Method:	
Routing #:	
Last 4 Acct #:	

- Check the box as to how Biller wants PSN to debit its fees from the Biller Bank Account.
 - PSN should invoice and take its fees from the same Biller Bank Account to which it is depositing funds.
 - PSN should invoice and take its fees from a different Biller Bank Account than the one to which it is depositing funds.
- Attach to this Agreement an actual voided check(s) for the bank account that PSN will deposit funds into and, if applicable, a voided check of the account from which PSN will debit its fees. It must be a printed voided check and not a starter check, a deposit slip or other substitute. If it is not possible to attach a voided check(s), then Biller may attach a letter from its bank(s) on bank letterhead that is legally signed by a bank representative, verifying Biller's checking/savings account number and the bank's routing number. NOTE: If using more than one bank account, mark each voided check to clearly identify which account it represents.
- In order for PSN to debit fees from Biller's account(s), Biller may have to inform its bank(s) that Payment Service Network, Inc. (PSN) is an approved vendor. Once Biller has signed and returned this Agreement, PSN will provide Biller with its official NACHA vendor number to provide to Biller's bank(s).

FEE SCHEDULE FOR TOWN OF COEBURN, VA

The items below marked with an "X" are those Services selected by Biller.

SETUP/EQUIPMENT FEES						
<input checked="" type="checkbox"/>	One-time Setup			WAIVED	NA	
<input checked="" type="checkbox"/>	Web Customization	Basic		Included	NA	
<input checked="" type="checkbox"/>	Mobile App	Standard		Included	NA	
<input checked="" type="checkbox"/>	Training			Included	NA	
<input checked="" type="checkbox"/>	Software Integration	Southern Software		Included	NA	
<input type="checkbox"/>	Custom Programming			\$	NA	
<input type="checkbox"/>	Swipe Credit Card Setup			\$	NA	
<input type="checkbox"/>	Check Scanning Equipment			\$	NA	
<input type="checkbox"/>	Credit Card Swipe Machine			\$	NA	
MONTHLY FEES						
<input checked="" type="checkbox"/>	Gateway including eBill solution			\$200	Paid by Account Holder	
<input checked="" type="checkbox"/>	Mobile App			Included	NA	
<input type="checkbox"/>	Outbound Auto-Call Messaging			\$	NA	
<input type="checkbox"/>	Swiped Credit Card			\$	NA	
TRANSACTION FEES						
(all fees are per item; unless otherwise noted, only one fee will be charged per Transaction)						
<input checked="" type="checkbox"/>	eChecking or eSavings Payment	<input checked="" type="checkbox"/>	Online/Mobile/Virtual	Net Deposit	\$3.00	Paid by Customer
		<input type="checkbox"/>	Automated Phone	NA	\$	
		<input type="checkbox"/>	Text	NA	\$	
		<input type="checkbox"/>	Live PSN Rep	NA	\$	
<input checked="" type="checkbox"/>	Credit Card Payments <input checked="" type="checkbox"/> MasterCard <input checked="" type="checkbox"/> VISA <input checked="" type="checkbox"/> Discover <input checked="" type="checkbox"/> AMEX^	<input checked="" type="checkbox"/>	Online/Mobile/Virtual	Net Deposit	3.5%* with minimum fee of \$3.00	Paid by Customer
		<input type="checkbox"/>	Automated Phone	NA	\$	NA
		<input type="checkbox"/>	Text	NA	\$	NA
		<input type="checkbox"/>	Live PSN Rep	NA	\$	NA
		Rates for AMEX (above rates are for all other credit cards)				3.5%* with minimum fee of \$3.00
<input type="checkbox"/>	Back Office Auto-Pay		NA	\$	NA	
<input type="checkbox"/>	eCash Solution		NA	\$	NA	
<input type="checkbox"/>	Auto-Post Check Scanning (Check 21 or RDC)		NA	\$	NA	
<input type="checkbox"/>	Advanced Integrated Credit Card Swipe		NA	\$	NA	
OTHER FEES						
<input checked="" type="checkbox"/>	Annual Security Compliance (billed annually)		Due each December	WAIVED	NA	
<input checked="" type="checkbox"/>	Paper eBill Opt Out		Per eBill	\$0.20	Paid By Account Holder	
<input type="checkbox"/>	Outbound Auto-Call Messaging		Only answered calls get assessed the fee; recording device pickups are considered answered.	15¢ per minute, 2-minute minimum	NA	
<input checked="" type="checkbox"/>	NSF (for online and phone check/savings Transactions with insufficient funds)			\$9.95	Paid by Account Holder	
<input type="checkbox"/>	NSF (for scanned and VPOST checks)				NA	
<input checked="" type="checkbox"/>	Chargeback (for credit cards that are disputed)			\$15.00	Paid by Account Holder	

*If Payment is under \$100, the customer will be charged \$3.00

Net Deposits are Customer payment deposits less Transaction Fees.

Gross Deposits are Customer payment deposits including Customer paid Transaction Fees, if any



PSN Contact Information Form for Credit Card Processing

Tax Filing Business Name: Town of Coeburn, VA

Corporate Structure Government

Is this a utility account? Yes No

Is this a tax account? Yes No

Primary Contact Name (First/Last) Jimmy Williams

Primary Contact Title Town Manager

Physical Street Address 403 2nd Street NE

City Coeburn State Virginia ZIP 24230

Business Phone Number (Must be a Land Line) 276-395-3323

Month/Day/Year Municipality Established

Monthly Accounts Receivable

Monthly Credit Card Volume (Estimated if unknown)

Average Credit Card Transaction Amount

Maximum Payment Amount Received

Average Number of Payments Received Per Day

Fed Tax ID

PLEASE ALSO INCLUDE

- A COPY OF VOIDED CHECK(s) or BANK LETTER FOR DEPOSIT ACCOUNT(s)

MERCHANT SERVICES AGREEMENT FOR SUB-MERCHANTS

This MERCHANT SERVICES AGREEMENT FOR SUB-MERCHANTS ("Agreement") is made among VANTIV, LLC, having its principal office at 8500 Governors Hill Drive, Symmes Township, OH 45249-1384 and its designated Member Bank (collectively "Acquirer") and _____ ("Sub-merchant") in connection with the agreement between Sub-merchant and Payment Service Network, Inc. ("Provider"). Acquirer will provide Sub-merchant with certain payment processing services ("Services") in accordance with the terms of this Agreement. In consideration of Sub-merchant's receipt of credit or debit card funded payments, and participation in programs affiliated with MasterCard International Inc. ("MasterCard"), VISA U.S.A. Inc. ("VISA"), Discover ("Discover"), and certain similar entities (collectively, "Associations"), Sub-merchant is required to comply with the Operating Regulations (defined below) as they pertain to applicable credit and debit card payments. In addition, if Sub-merchant meets certain requirements under the Operating Regulations or an Association or the Operating Regulations otherwise require, Sub-merchant may be required to enter into a direct relationship with an entity that is a member of the Associations. By executing this Agreement, Sub-merchant has fulfilled such requirement. However, Acquirer understands that Sub-merchant may have contracted with Provider to obtain certain processing services and that Provider may have agreed to be responsible to Sub-merchant for all or part of Sub-merchant's obligations contained herein.

NOW, THEREFORE, in consideration of the foregoing recitals and of the mutual promises contained herein, the parties agree as follows:

- 1. Certain Sub-merchant Responsibilities.** Sub-merchant agrees to comply, and to cause third parties acting as Sub-merchant's agent ("Agents") to comply, with the Association's and other payment network's by-laws, operating regulations and/or all other rules, policies and procedures, including but not limited to the Payment Card Industry Data Security Standard, the VISA Cardholder Information Security Program, the MasterCard Site Data Protection Program, and any other program or requirement that may be published and/or mandated by the Associations or payment networks (collectively "Operating Regulations"). Sub-merchant may review the VISA, MasterCard, and Discover websites for a copy of the Visa, MasterCard and Discover regulations. The websites are: <http://usa.visa.com/merchants/> and <http://www.mastercard.com/us/merchant/> and <http://www.discovernetwork.com/merchants/>. Sub-merchant also agrees to comply with all applicable state, federal, and local laws, rules, and regulations ("Laws"). Without limiting the foregoing, Sub-merchant agrees that it will fully comply with any and all anti-money laundering laws and regulations, including but not limited to the Bank Secrecy Act, the US Treasury's Office of Foreign Assets Control (OFAC) and USA Patriot Act (or similar law, rule or regulation) and the Federal Trade Commission. For purposes of this section, Agents include, but are not limited to, Sub-merchant's software providers and/or equipment providers.

If appropriately indicated in Sub-merchant's agreement with Provider, Sub-merchant may be a limited-acceptance merchant, which means that Sub-merchant has elected to accept only certain Visa and MasterCard card types (i.e., consumer credit, consumer debit, and commercial cards) and must display appropriate signage to indicate the same. Acquirer has no obligation other than those expressly provided under the Operating Regulations and applicable law as they may relate to limited acceptance. Sub-merchant, and not Acquirer, will be solely responsible for the implementation of its decision for limited acceptance, including but not limited to policing the card type(s) accepted at the point of sale.

Sub-merchant shall only complete sales transactions produced as the direct result of bona fide sales made by Sub-merchant to cardholders, and is expressly prohibited from processing, factoring, laundering, offering, and/or presenting sales transactions which are produced as a result of sales made by any person or entity other than Sub-merchant, or for purposes related to financing terrorist activities.

Sub-merchant may set a minimum transaction amount to accept a card that provides access to a credit account, under the following conditions: i) the minimum transaction amount does not differentiate between card issuers; ii) the minimum transaction amount does not differentiate between MasterCard, Visa, or any other acceptance brand; and iii) the minimum transaction amount does not exceed ten dollars (or any higher amount established by the Federal Reserve). Sub-merchant may set a maximum transaction amount to accept a card that provides access to a credit account, under the following conditions: Sub-merchant is a i) department, agency or instrumentality of the U.S. government; ii) corporation owned or controlled by the U.S. government; or iii) Sub-merchant whose primary business is reflected by one of the following MCCs: 8220, 8244, 8249 –Schools, Trade or Vocational; and the maximum transaction amount does not differentiate between MasterCard, Visa, or any other acceptance brand.

- 2. Sub-merchant Prohibitions.** Sub-merchant must not i) require a cardholder to complete a postcard or similar device that includes the cardholder's account number, card expiration date, signature, or any other card account data in plain view when mailed, ii) add any tax to transactions, unless applicable law expressly requires that a Sub-merchant impose a tax (any tax amount, if allowed, must be included in the transaction amount and not collected separately), iii) request or use an account number for any purpose other than as payment for its goods or services, iv) disburse funds in the form of travelers checks if the sole purpose is to allow the cardholder to make a cash purchase of goods or services from Sub-merchant, v) disburse funds in the form of cash unless Sub-merchant is dispensing funds in the form of travelers checks, TravelMoney cards, or foreign currency (in such case, the transaction amount is limited to the value of the travelers checks, TravelMoney cards, or foreign currency, plus any commission or fee charged by the Sub-merchant), or Sub-merchant is participating in a cash back service, vi) submit any transaction receipt for a transaction that was previously charged back to the Acquirer and subsequently returned to Sub-merchant, irrespective of cardholder approval, vii) accept a Visa consumer credit card or commercial Visa product issued by a U.S. issuer to collect or refinance an existing debt, viii) accept a card to collect or refinance an existing debt that has been deemed uncollectable, or ix) submit a transaction that represents collection of a dishonored check. Sub-merchant further agrees that, under no circumstance, will Sub-merchant store cardholder data in violation of the Laws or the Operating Regulations including but not limited to the storage of track-2 data. Neither Sub-merchant nor its Agent shall retain or store magnetic-stripe data subsequent to the authorization of a sales transaction.

3. **Settlement.** Upon receipt of Sub-merchant's sales data for card transactions, Acquirer will process Sub-merchant's sales data to facilitate the funds transfer between the various Associations and Sub-merchant. After Acquirer receives credit for such sales data, subject to the terms set forth herein, Acquirer will fund Sub-merchant, either directly to the Sub-merchant-Owned Designated Account or through Provider to an account designated by Provider ("Provider Designated Account"), at Acquirer's discretion, for such card transactions. Sub-merchant agrees that the deposit of funds to the Provider Designated Account shall discharge Acquirer of its settlement obligation to Sub-merchant, and that any dispute regarding the receipt or amount of settlement shall be between Provider and Sub-merchant. Acquirer will debit the Provider Designated Account for funds owed to Acquirer as a result of the Services provided hereunder, provided that Acquirer may also debit Sub-merchant's designated demand deposit account ("Sub-merchant-Owned Designated Account") upon receipt of such account information from Sub-merchant or Provider, or if Acquirer deposits settlement funds into the Sub-merchant-Owned Designated Account. Further, if a cardholder disputes a transaction, if a transaction is charged back for any reason, or if Acquirer reasonably believes a transaction is unauthorized or otherwise unacceptable, the amount of such transaction may be charged back and debited from Sub-merchant or Provider.

4. **Term and Termination.** This Agreement shall be binding upon Sub-merchant upon Sub-merchant's execution. The term of this Agreement shall begin, and the terms of the Agreement shall be deemed accepted and binding upon Acquirer, on the date Acquirer accepts this Agreement by issuing a merchant identification number, and shall be coterminous with Provider's agreement with Sub-merchant.

Notwithstanding the foregoing, Acquirer may immediately cease providing Services and/or terminate this Agreement without notice if (i) Sub-merchant or Provider fails to pay any amount to Acquirer when due, (ii) in Acquirer's opinion, provision of a service to Sub-merchant or Provider may be a violation of the Operating Regulations or any Laws, (iii) Acquirer believes that Sub-merchant has violated or is likely to violate the Operating Regulations or the Laws, (iv) Acquire determines Sub-merchant poses a financial or regulatory risk to Acquirer or an Association, (v) Acquirer's agreement with Provider terminates, (vi) any Association deregisters Provider, (vii) Acquirer ceases to be a member of the Associations or fails to have the required licenses, or (viii) Acquirer is required to do so by any of the Associations.

5. **Limits of Liability.** Sub-merchant agrees to provide Acquirer, via a communication with Provider, with written notice of any alleged breach by Acquirer of this Agreement, which notice will specifically detail such alleged breach, within thirty (30) days of the date on which the alleged breach first occurred. Failure to so provide notice shall be deemed an acceptance by Sub-merchant and a waiver of any and all rights to dispute such breach.

EXCEPT FOR THOSE EXPRESS WARRANTIES MADE IN THIS AGREEMENT, ACQUIRER DISCLAIMS ALL WARRANTIES, INCLUDING, WITHOUT LIMITATION, ANY EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Sub-merchant's sole and exclusive remedy for any and all claims against Acquirer arising out of or in any way related to the transactions contemplated herein shall be termination of this Agreement. In the event that Sub-merchant has any claim arising in connection with the Services, rights, and/or obligations defined in this Agreement, Sub-merchant shall proceed against Provider and not against Acquirer, unless otherwise specifically set forth in the Operating Regulations. In no event shall Acquirer have any liability to Sub-merchant with respect to this Agreement or the Services. Sub-merchant acknowledges Acquirer is only providing this Agreement to assist in Provider's processing relationship with Sub-merchant, that Acquirer is not liable for any action or failure to act by Provider, and that Acquirer shall have no liability whatsoever in connection with any products or services provided to Sub-merchant by Provider. If Provider is unable to provide its services to Sub-merchant in connection with this Agreement and Acquirer elects to provide those services directly, Sub-merchant acknowledges and agrees that the provisions of this Agreement will no longer apply and the terms of Acquirer's then current Bank Card Merchant Agreement, which would be provided to Sub-merchant, will govern Acquirer's relationship with Sub-merchant. If Provider subsequently provides its services to Sub-merchant in connection with this Agreement, Acquirer will cease to provide such services after receipt of notice from Provider and this Agreement will govern Acquirer's relationship with Sub-merchant.

6. **Miscellaneous.** This Agreement is entered into, governed by, and construed pursuant to the laws of the State of Ohio without regard to conflicts of law provisions. This Agreement may not be assigned by Sub-merchant without the prior written consent of Acquirer. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, transferees and assignees. This Agreement is for the benefit of, and may be enforced only by, Acquirer and Sub-merchant and is not for the benefit of, and may not be enforced by, any other party. Acquirer may amend this Agreement upon notice to Sub-merchant in accordance with Acquirer's standard operating procedure. If any provision of this Agreement is determined to be illegal or invalid, such illegality or invalidity of that provision will not affect any of the remaining provisions and this Agreement will be construed as if such provision is not contained in the Agreement. "Member Bank" as used in this Agreement shall mean a member of VISA, MasterCard and/or Discover, as applicable, that provides sponsorship services in connection with this Agreement. As of the commencement of this Agreement, Member Bank shall be Fifth Third Bank, an Ohio Banking Corporation, located in Cincinnati, OH 45263. The Member Bank is a party to this Agreement. The Member Bank may be changed, and its rights and obligations assigned to another party by Acquirer at any time without notice to Sub-merchant.

IN WITNESS WHEREOF, this Agreement has been executed by Sub-merchant's authorized officer as of the date set forth below.

SUB-MERCHANT:

Signature: _____

Name: _____

Title: _____

Date: _____

Address: _____



Your Complete
PAYMENT, BILLING
& COMMUNICATIONS
Solution Provider

PERMISSION TO VERIFY BANK ACCOUNT INFORMATION

As part of our implementation process and underwriting, we need to confirm your company's bank account information. Our request to the bank includes verifying the account numbers, when the account was established, average balances, average number of NSF's and a rating of the account. Please complete the form below which gives the bank permission to release information to PSN. If you have any questions, please let us know.

Bank Name:

Bank Address:

Bank Telephone Number:

Bank Fax Number:

Name on Bank Account:

Bank Routing Number:

Bank Account Number(s):

I hereby authorize Payment Service Network (PSN) to obtain account information from the bank indicated above.

Authorized Signature: _____

Print Name:

Title:

Company Name:

Date:

Fax back form to 608-442-5116

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
	<input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate	Exempt payee code (if any) _____
	<input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.	Exemption from FATCA reporting code (if any) _____
	<input type="checkbox"/> Other (see instructions) ▶ _____ 5 Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)
	6 City, state, and ZIP code	
7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number																					
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> </tr> </table>																					
OR																					
Employer identification number																					
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> </tr> </table>																					

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ▶	Date ▶
------------------	----------------------------	--------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting*, later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the instructions for Part II for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships*, earlier.

What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note: ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
• LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• Partnership	Partnership
• Trust/estate	Trust/estate

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.SSA.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/Businesses and clicking on Employer Identification Number (EIN) under Starting a Business. Go to www.irs.gov/Forms to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to www.irs.gov/OrderForms to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor ²
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
6. Sole proprietorship or disregarded entity owned by an individual	The owner ³
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor [*]
For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity ⁴
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee

For this type of account:	Give name and EIN of:
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships*, earlier.

***Note:** The grantor also must provide a Form W-9 to trustee of trust.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at spam@uce.gov or report them at www.ftc.gov/complaint. You can contact the FTC at www.ftc.gov/idtheft or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see www.IdentityTheft.gov and Pub. 5027.

Visit www.irs.gov/IdentityTheft to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

**ADDITIONAL SCHEDULE "B"
TO THE PSN SERVICE AGREEMENT**

By signing below, Account Holder ratifies the Service Agreement by and between Biller Name and Payment Service Network, Inc. ("PSN"), and its Schedule A, previously executed by the Account Holder (as may have been amended) as well as ratifies the listing of Transaction Fees and related services listed on Schedule B and any Additional Schedule B's, previously agreed to by the parties. The effective date of this Additional Schedule B is the last date noted on the signature lines below (the "Effective Date").

1. Depository Account(s):

The Account Holder's previous designated depository account(s) in Schedule B will continue to be used

2. Additional Services and Transaction Fees

For Billers where fees are paid by their payers:

Fees for PayPal Brands (eg., PayPal, Pay Later, Venmo) will be equal to current credit card fees as provided in the Biller Order Form. For example, if Payers are paying 3.95% for credit card, they will pay 3.95% for PayPal Brand payment transactions. Similarly, if Payers are paying \$4.95 per credit card transaction, they will pay \$4.95 per PayPal Brand payment transaction.

For Billers who absorb both passthrough credit card and processing costs:

Instead of Credit Card Interchange, dues, assessments, and processing fees Billers will be charged 1.50% of the payment amount for each PayPal Brand payment transaction. For example, for a \$100.00 transaction, the passthrough cost will be \$1.50.

In addition, Billers will also pay current credit card fees as provided in the Biller Order Form. For example, if you pay \$4.95 per credit card transaction, you will pay \$4.95 per PayPal Brand payment transaction. Or, if you pay 2.0% (200 BPs), you will pay \$2.00 on a \$100 transaction.

For Billers who pay a credit card transaction fee, but do not absorb Credit Card Interchange, dues, assessments, and processing fees:

Fees for PayPal Brands will be equal to current credit card fees as provided in the Biller Order Form. For example, if you pay 3.95% per credit card transaction, you will pay 3.95% per PayPal Brand payment transaction.

3. Annex 1-Terms and Conditions to this Additional Schedule B are agreed to and incorporated by reference as of the Effective Date, and shall apply to the Agreement, any Schedule B and all Additional Schedule Bs.

4. Except as otherwise provided in this Additional Schedule B and Annex 1 hereto, the terms and conditions of the Agreement, Schedule A, Schedule B and any other Additional Schedule Bs shall continue to be in full force and effect.

IN WITNESS WHEREOF, the undersigned parties have duly executed this Additional Schedule B to the PSN Service Agreement effective as of the Effective Date.

Biller Name

Payment Service Network, Inc

Signature: _____

Signature: Kevin W. O'Brien

Print Name: _____

Print Name: Kevin O'Brien

Title: _____

Title: President

Date: _____

Date:

Annex 1 to the Additional Schedule B

Terms and Conditions

“Account Holder’s Designated Depository Account(s)” or “Account Holder’s designated depository account(s)” in the Agreement or any Schedule thereto shall mean any and all accounts, which Account Holder has designated as provided herein, into which payments made by Account Holder’s Customers/Payees are deposited hereunder. Account Holder may only change the Account Holder’s Designated Depository Account(s) upon not less than fifteen (15) days prior written notice to PSN, provided that Account Holder completes and timely delivers to PSN all forms required by PSN to complete the change in designated depository account(s).

Account Holder agrees: (1) that, with respect to PayPal, Venmo, Pay Later transactions and any other transactions, e.g., credit card, ACH, processed by PayPal (if applicable) or other processors, PayPal or other processors, as applicable, will disburse funds to and collect funds from the Account Holder in accordance with instructions provided to such processor by PSN, and as otherwise permitted pursuant to the Account Holder’s applicable agreement with the processor; (2) that PSN is not collecting payments from Account Holder customers and PSN is not a payment intermediary; (3) that Account Holder shall enter into and agree to the PayPal Processing Services Agreement (as may be amended) and other required processor agreements; (4) where PayPal becomes the processor, the Account Holder will become the merchant of record (and not the sub-merchant), and PSN will not be the merchant of record; (5) as well as authorizes that outstanding sums due and owing to PSN, including, but not limited to chargebacks, ACH rejects or reversals, disputes, over-payments, payment errors, and invalidated payments and other refunds or credits (collectively “Chargebacks”), and pass-through costs including interchange, fees, dues, assessment, processing fees, and PayPal fees, will automatically be debited from Account Holder’s Designated Depository Account(s) for such purpose on a daily or monthly basis at PSN’s sole discretion; (6) non-sufficient funds for these debits, or blocking or otherwise rendering inaccessible any Account Holder’s Designated Depository account(s), are grounds for an increase in fees, suspension of the Service or termination of this Agreement. In the event of any such occurrence leading to non-payment of any sums due, PSN reserves the right to withdraw such sums from the Account Holder’s Designated Depository Account(s), offset or net settle these sums (i.e., deduct funds owed from daily disbursements to Account Holder), against future deposits, or withhold future deposits until such sums are paid in full, at any time to ensure payment of the same; (7) adjudication of disputes are made between the applicable payment processor and Account Holder pursuant to Section 4 of the Agreement; and (8) the Cash distribution services are no longer available under this Agreement

Account Holder agrees to pay Transaction Fees and Other Fees as designated in the Agreement, Schedule B or any Additional Schedule B. PSN shall, at PSN’s option, (a) deduct Transaction Fees and Other Fees from Customer payments before such payments are deposited into Account Holder’s designated depository account (b) invoice the Account Holder the Transaction Fees and Other Fees and/or (b) auto-debit from Account Holder’s Designated Depository Account(s) on or around the first of every month the total of all Transaction Fees and Other Fees incurred during the immediately preceding month which were deposited into the Account Holder’s Designated Depository Account(s).

In support of the Account Holder’s agreement with the payment processor (including PayPal), PSN will support efforts toward the deposit of Customer payments into Account Holder’s Designated Depository Account(s) within three (3) banking days of payment, however, Account Holder acknowledges that it may take up to five (5) banking days to complete such deposits due to bank notification times and different deposit frequencies from the credit card processors to PSN. A “banking day” is a day of the week on which a bank or financial institution is open to the public for carrying on all of its banking functions (i.e., Monday through Friday, excluding Saturday, Sunday and legal holidays).

In the event of a conflict between these Terms and Conditions, the Agreement, Schedule B and any Additional Schedule B, these Terms and Conditions shall control.

PSN AMERICAN EXPRESS ADDENDUM

This PSN American Express Addendum to the Payment Service Network, Inc. Agreement for Service ("Addendum") is executed by the undersigned Account Holder on the date first written below (the "Addendum Effective Date").

RECITALS

- A. Payment Service Network, Inc. ("PSN") and Account Holder are parties to an Agreement for Service (the "Agreement").
- B. Account Holder wishes to have PSN accept payments from Customers via the American Express Card through the Site, or otherwise (phone in or fax in) (the "Amex Services").
- C. Account Holder agrees that the Amex Services shall be added to the "Services" provided pursuant to the Agreement.
- D. American Express Travel Related Services, Inc. ("American Express") requires certain provisions to be included in the Agreement as a condition of PSN providing the Amex Services, and the parties wish to include such addition terms in the Agreement as provided in this Addendum.
- E. Capitalized terms which are not defined in this Addendum shall have the meaning assigned to such terms in the Agreement.

NOW, THEREFORE, in order to carry out the intent of the foregoing recitals, which are made a contractual part of this Addendum, the Account Holder agrees as follows:

1. Addition of Amex Services. The Amex Services are hereby added to the definition of "Services" being provided pursuant to the Agreement. Account Holder hereby authorizes PSN to accept payments made via the American Express Card and to submit American Express Card charges on behalf of the Account Holder and its Customers.

2. Reserves Required by American Express. The following reserve provisions are hereby added to the Agreement, as required by American Express. The following provisions shall only apply to governmental entities to the extent permitted by applicable law:

A. Creating a Reserve. In its agreement with PSN, American Express has the right, in its discretion, to determine that it is necessary to establish a reserve ("Reserve"). If American Express believes that its needs to create a Reserve, it may immediately establish a Reserve, increase any existing Reserve, or terminate this Addendum. American Express may establish a Reserve by (i) withholding amounts from payment American Express would otherwise make to Account Holder (or to PSN for the benefit of Account Holder) or (ii) requiring Account Holder to deposit funds or other collateral with American Express. Any collateral provided pursuant to this Section is subject to the prior written approval of American Express. American Express may increase the amount of the Reserve at any time so long as the amount of the Reserve does not exceed an amount sufficient, in American Express' reasonable judgment, to satisfy any financial exposure or risk to American Express (including charges submitted by Account Holder for goods or services not yet received by American Express card members and American Express' costs of handling disputed charges).

B. Application of Reserve. American Express may deduct and withhold from, and recoup and set-off against, the Reserve (i) any amounts owed to American Express or any of its affiliates; (ii) any costs incurred by American Express in connection with the administration of the Reserve, including attorneys' fees; and (iii) any costs incurred by American Express as a result of Account Holder's failure to fulfill any obligations to American Express, any of its affiliates, or to American Express card members, including attorneys' fees and American Express' costs of handling disputed charges.

C. Providing Information. Account Holder must provide American Express promptly, upon request, information about Account Holder's and its affiliates' finances, creditworthiness, and operations, including the most recent certified financial statements.

[D. Indemnification. If and to the extent that the acts of omissions of Account Holder and/or its Customers cause American Express to exercise its right to establish a Reserve, Account Holder shall indemnify and hold PSN harmless from and against all amounts reserved, costs, expenses, reasonable attorneys' fees and legal expenses, except to the extent that the loss resulted from PSN's own negligence or intentional misconduct. Without limiting the generality of the foregoing, PSN reserves the right to establish and apply a Reserve under the principles contained in this Section 2 in the event American Express reserves amounts owed to PSN based on the acts or omissions of Account Holder and/or its Customers.]

3. Additional Provisions Required by American Express.

A. American Express as Third Party Beneficiary. American Express is a third party beneficiary of the Agreement (and all applicable addenda) with full right authority to enforce the Agreement and applicable addenda against Account Holder. For avoidance of doubt, nothing contained herein shall impose any obligations on American Express under the Agreement or any addenda to the Agreement.

B. Merchant Regulations. Account Holder agrees to comply with and be bound by all Merchant Regulations published by American Express from time to time, as amended (the "Merchant Regulations") which are applicable to "Sponsored Merchants" including, without limitation, Section 13 of the Merchant Regulations. The applicable provisions of the Merchant Regulations are incorporated herein by this reference. Account Holder acknowledges that PSN has provided Account Holder with a copy of the Merchant Regulations as of Addendum Effective Date and that Account Holder is responsible for obtaining, and complying with, any amendments to the Merchant Regulations.

4. Term and Termination. The term of this Addendum shall commence on the Addendum Effective Date, and shall continue until the first to occur of expiration or termination of the Agreement, or the date on which PSN ceases providing Amex Services. Notwithstanding the previous sentence, PSN may terminate the Amex Services immediately upon notice to Account Holder if PSN determines in its sole discretion that Account Holder has breached this Addendum or violated the Merchant Regulations.

5. Fees. The per transaction and other fees charged for the Amex Services shall be those specified in Schedule B to the Agreement (the "Fee Schedule"), as such Fee Schedule may be amended from time to time. Account Holder acknowledges and agrees that the effectiveness of this Addendum is expressly contingent upon Account Holder's execution of a Fee Schedule (or amended Fee Schedule, if applicable) that includes transaction fees for the Amex Services.

6. Relationship to Agreement. This Addendum is made a part of the Agreement, and describes additional services that are being made a part of the Services under the Agreement. The terms of the Agreement shall apply to the Amex Services, and such Amex Services shall be considered part of the Services under the Agreement. In the event of a conflict between the Agreement and this Addendum, this Addendum shall control.

7. Facsimile and Scanned Signatures. Faxed, photocopied and scanned signatures shall be acceptable to PSN, and legally binding on Account Holder.

ACCOUNT HOLDER:

By: _____
Name: _____ Date _____
Title: _____



LENOWISCO

Planning District Commission

372 Technology Trail Lane, Suite 101 – Duffield, VA 24244 – Phone: 276-431-2206 – <http://www.lenowisco.org>

Utility Rate Survey

Fiscal Year

2023

Table of Contents	
Utility Rate Survey Introduction & Background	2
Utility Rate Changes FY 2018 – FY 2023	5
Average In-Town Water Bill	6
Average Out-of-Town Water Bill	7
Average In-Town Sewer Bill	8
Average Out-of-Town Sewer Bill	9
Average Combined In-Town Water and Sewer Bill	10
Average Combined Out-of-Town Water and Sewer Bill	11
Wholesale Water Rates	12
Lee County Water Rates	13
Lee County Sewer Rates	15
Scott County Water Rates	17
Scott County Sewer Rates	19
Wise County and City of Norton Water Rates	21
Wise County and City of Norton Sewer Rates	23
Residential Garbage Collection Rates	25
Notes	26



Utility Rate Survey

Fiscal Year 2023

This is the LENOWISCO Planning District Commission's 36th annual Utility Rate Survey. It contains the water, sewer, and residential garbage collection rates within the LENOWISCO Planning District (Lee, Scott, and Wise Counties and the City of Norton). It is completed each year to help the public agencies providing these services to understand where they stand with respect to their neighbors within the District. Since the last study, Wise County PSA's water and sewer rates were added to the in-town rate tables. Wise County PSA has a single rate structure and now owns and operates utilities for the Town of Pound. Please note, as several providers have different rate structures for residential and "non-residential" (commercial and/or industrial) customers, only residential rates will be noted, calculated and compared.

Comparing Utility Systems

It is very difficult to compare the rates of one system with those of another. As the information contained in this survey reveals, different systems have straight rates, flat rates, regressive rates, and progressive rates--all in varying increments. As in previous editions of this report, we have tried to devise a consistent yardstick to compare rates by computing an "average monthly bill." The United States Department of Agriculture Rural Development uses 4,200 gallons per month as a consumption rate for the average residential connection. Several authorities and localities have suggested 3,000 is closer to the average monthly consumption of their customer base. Therefore, all "average" monthly bills in this report are based on that rate of consumption.

A Word of Caution

There are several factors of which the reader should be aware concerning the figures based herein. They are:

1. Municipalities with general taxation authority operate many of the systems. Some of these systems are not supported by water and/or sewer revenue alone but are subsidized by the municipality's general tax revenue. Rates for such systems may be artificially low because the numbers may not reflect the true cost

of system operation. In contrast, public service authorities have no revenue raising capability except user fees and connection fees.

2. Several systems have belatedly started funding depreciation as a means of dealing with the uncertainties of future capital outlay needs. In almost all cases, this has resulted in a rate increase.
3. Some systems are older and therefore, their cost to construct was less. The debt loads on these systems are also lower because they were financed at lower interest rates. The newer systems obviously cost more to construct or rehabilitate and, in some cases, were financed at higher rates.
4. Consumption rates are not uniform throughout the LENOWISCO District. Consumers often use less water where rates are higher, while systems with low rates have customers who use more than the national average. Again, 4,200 gallons per month has historically been selected as the common water usage for the purposes of this survey. However, the study is a tool used by providers in adjusting budgets and rates, an added set of comparisons of 3,000 gallons per month usage will be added moving forward.
5. There are great differences in system efficiency. Accountability rates (the percentage of water produced and accounted for through metered sales) vary widely. Low accountability drastically (and artificially) inflates such costs as chemicals, labor, and power, while high accountability helps keep costs at a minimum.
6. Some systems rely on other providers for treated water. They are often at the mercy of the wholesale provider when it comes to setting their own retail rates, since they have no direct control over their water source costs.

There are other reasons that make comparing one system to another difficult. The reader is cautioned to keep these factors in mind when the data is compared.

Wholesale Water Rates

A table of the District's Wholesale Water Rates is also included in the study. In the LENOWISCO Planning District, there are several water providers that produce and treat their own water. Other water producers only purchase treated water from a neighboring producer, while others may do both. Reasons for this situation include:

- The service area of the retail customer base under development is not contiguous to existing supply lines of the water producer.
- Water needs to be purchased from neighboring producers to supplement existing production or emergency outages.
- A producer may have determined that the water can be purchased from a neighboring producer at a cost cheaper than it can be treated.

For clarification, a “wholesale water rate” is the cost of production of treated water combined with delivery of said water to the point of sale (a master meter). This rate may include other related expenses, such as plant and equipment depreciation plus other costs the producer may deem appropriate. However, it does not include costs that are a result of providing water to the retail user, such as the cost to set and read meters, service line maintenance and tank maintenance except where the tank is the primary supplier of the wholesale water, or debt service and depreciation on the retail side.

Sewage Service

Sewage service is generally confined to municipalities, although each of the Lee, Scott and Wise County Public Service Authorities has multiple systems throughout their various communities and service areas that are the general exceptions. Wise County PSA’s systems in the applicable areas collect but treatment is done at the Coeburn-Norton–Wise (CNW) facility. Higher sewer rates, just like water rates, may reflect the cost associated with newer or recently upgraded systems.

Garbage Collection

Ten communities or authorities provide residential garbage collection. Although LENOWISCO did not attempt to determine frequency or type of collection, the information is provided, again, for comparison.

A Closing Word

The information included in this report was derived from the data available on the provider’s website or given by email, phone or fax. Keep in mind it is only as reliable as the information received.

For communities seeking financial assistance from Rural Development, the Virginia Department of Housing and Community Development’s Community Development Block Grant Program, the Virginia Department of Health’s Financial and Construction Assistance Program, or other grant/loan programs, user rates are a major factor in determining percentage of grant versus loan, or whether a project is fundable at all. Utility systems should be operated as efficiently as possible, and the rates should generate sufficient income to support them. Systems with unrealistically low rates should not expect any significant grant assistance from the aforementioned agencies and programs. The few remaining Federal programs for water and sewer financial assistance are geared toward helping communities who are trying to help themselves. This is particularly important for those localities facing mandated sewage system renovations.

**LENOWISCO Planning District Commission
Overview of Utility Rate Changes
FY 2018 – FY 2023**

**(Based on District-Wide Average Monthly Rate at 3,000 Gallons
Usage per Month)**

Service	FY18	FY19	FY20	FY21	FY22	FY23
In-Town Water	\$29.50	\$30.33	\$30.75	\$31.59	\$32.68	\$35.14
		+2.8%	+1.4%	+2.7%	+3.5%	+7.5%* ¹
Out-of-Town Water	\$39.43	\$39.98	\$41.30	\$42.69	\$43.78	\$45.42
		+1.4%	+3.3%	+3.4%	+2.6%	+3.7%
In-Town Sewer	\$32.96	\$34.99	\$35.74	\$36.81	\$37.70	\$41.42
		+6.2%	+2.1%	+3.0%	+2.4%	+9.9%* ¹
Out-of-Town Sewer	\$46.75	\$49.26	\$52.31	\$54.21	\$55.70	\$58.90
		+5.4%	+6.1%	+3.6%	2.7%	+5.7%
Residential Garbage	\$9.68	\$9.77	\$10.09	\$10.09	\$10.90	\$10.90
		+0.9%	+3.3%	0.0%	+8.0%	0.0%

For the purposes of this report, the historic rate change chart has also changed to be based on 3,000-gallon usage data.

*¹SEE NOTES PAGE 26

LENOWISCO PLANNING DISTRICT AVERAGE IN-TOWN WATER BILL

Fiscal Year
2023

(Based on 3,000 Gallons Usage per Month)

Rank	Provider	Average System Bill
1	Pennington Gap	\$23.84
2	St. Paul	\$26.55
3	Norton* ²	\$30.75
4	Jonesville* ²	\$31.97
5	Wise	\$32.26
6	Coeburn	\$34.50
7	Dungannon	\$36.00
8	Gate City	\$36.05
9	Big Stone Gap* ²	\$36.40
10	Appalachia* ^{2*3}	\$41.55
11	Scott County PSA* ⁴	\$42.50
12	Wise County PSA* ¹	\$49.25
	2023 AVERAGE BILL	\$35.14
	2022 AVERAGE BILL	\$32.68
	2021 AVERAGE BILL	\$31.59
	2020 AVERAGE BILL	\$30.75
	2019 AVERAGE BILL	\$30.33

*1,2,3,4 SEE NOTES PAGE 26

LENOWISCO PLANNING DISTRICT AVERAGE OUT-OF-TOWN WATER BILL

Fiscal Year
2023

(Based on 3,000 Gallons Usage per Month)

Rank	Provider	Average System Bill
1	Pennington Gap	\$27.91
2	Dryden* ⁶	\$35.51
3	Dungannon	\$40.00
4	Scott County PSA	\$42.50
5	Woodway* ⁶	\$42.60
6	Gate City	\$44.15
7	Wise	\$46.92
8	Norton* ²	\$46.95
9	St. Paul	\$47.18
10	Wise County PSA	\$49.25
11	Lee County PSA	\$49.60
12	Jonesville* ^{2*6}	\$49.72
13	Coeburn	\$51.05
14	Appalachia* ^{2*3}	\$53.94
15	Big Stone Gap* ²	\$53.99
	2023 AVERAGE BILL	\$45.42
	2022 AVERAGE BILL	\$43.78
	2021 AVERAGE BILL	\$42.69
	2020 AVERAGE BILL	\$41.30
	2019 AVERAGE BILL	\$39.98

*^{2,3,6} SEE NOTES PAGE 26

LENOWISCO PLANNING DISTRICT AVERAGE IN-TOWN SEWER BILL

Fiscal Year
2023

(Based on 3,000 Gallons Usage per Month)

Rank	Provider	Average System Bill
1	St. Paul	\$29.21
2	Big Stone Gap* ²	\$33.18
3	Pennington Gap	\$34.89
4	Dungannon	\$36.00
5	Gate City	\$38.25
6	Jonesville* ²	\$38.31
7	Wise	\$40.33
8	Coeburn	\$44.85
9	Norton* ²	\$45.06
10	Appalachia* ²	\$46.40
11	Scott County PSA* ⁴	\$47.59
12	Wise County PSA* ¹	\$63.00
	2023 AVERAGE BILL	\$41.42
	2022 AVERAGE BILL	\$37.70
	2021 AVERAGE BILL	\$36.81
	2020 AVERAGE BILL	\$35.74
	2019 AVERAGE BILL	\$34.99

*1,2,4 SEE NOTES PAGE 26

LENOWISCO PLANNING DISTRICT AVERAGE OUT-OF-TOWN SEWER BILL

Fiscal Year
2023

(Based on 3,000 Gallons Usage per Month)

Rank	Provider	Average System Bill
1	Dungannon	\$40.00
2	Scott County PSA* ⁵	\$47.59
3	St. Paul	\$51.89
4	Lee County PSA* ⁶	\$52.91
5	Pennington Gap	\$53.92
6	Big Stone Gap* ²	\$55.13
7	Wise	\$58.65
8	Wise County PSA	\$63.00
9	Appalachia* ²	\$64.36
10	Coeburn	\$76.58
11	Norton* ²	\$83.90
	2023 AVERAGE BILL	\$58.90
	2022 AVERAGE BILL	\$55.70
	2021 AVERAGE BILL	\$54.21
	2020 AVERAGE BILL	\$52.31
	2019 AVERAGE BILL	\$49.29

*^{2,5,6} SEE NOTES PAGE 26

**LENOWISCO PLANNING DISTRICT
AVERAGE COMBINED IN-TOWN
WATER AND SEWER BILL**

**Fiscal Year
2023**

(Based on 3,000 Gallons Usage per Month)

Rank	Provider	Average System Bill
1	St. Paul	\$55.76
2	Pennington Gap	\$58.73
3	Big Stone Gap* ²	\$69.58
4	Jonesville* ^{2*6}	\$70.28
5	Dungannon	\$72.00
6	Wise	\$72.59
7	Gate City	\$74.30
8	Norton* ²	\$75.81
9	Coeburn	\$79.35
10	Appalachia* ^{2*3}	\$87.95
11	Dryden* ⁶	\$88.42
12	Scott County PSA* ⁴	\$90.09
	2023 AVERAGE BILL	\$74.57
	2022 AVERAGE BILL	\$71.83
	2021 AVERAGE BILL	\$69.51
	2020 AVERAGE BILL	\$67.46
	2019 AVERAGE BILL	\$66.14

*^{2,3,4,6} SEE NOTES PAGE 26

**LENOWISCO PLANNING DISTRICT
AVERAGE COMBINED OUT-OF-TOWN
WATER AND SEWER BILL**

Fiscal Year
2023

(Based on 3,000 Gallons Usage per Month)

Rank	Provider	Average System Bill
1	Dungannon	\$80.00
2	Pennington Gap	\$81.83
3	Dryden* ⁶	\$88.42
4	Scott County PSA	\$90.09
5	Gate City* ⁵	\$91.74
6	Woodway* ⁶	\$95.51
7	St. Paul	\$99.07
8	Lee County PSA	\$102.51
9	Jonesville* ^{2*6}	\$102.63
10	Wise	\$105.57
11	Big Stone Gap* ²	\$109.12
12	Wise County PSA	\$112.25
13	Appalachia* ^{2*3}	\$118.30
14	Coeburn	\$127.63
15	Norton* ²	\$130.85
	2023 AVERAGE BILL	\$102.37
	2022 AVERAGE BILL	\$98.12
	2021 AVERAGE BILL	\$95.67
	2020 AVERAGE BILL	\$92.52
	2019 AVERAGE BILL	\$88.36

*2,3,5,6 SEE NOTES PAGE 26

**LENOWISCO PLANNING DISTRICT
WHOLESALE WATER RATES
Fiscal Year 2023**

PROVIDER		RECIPIENT	PRICE PER 1000 GALLONS
Town of Gate City	To	Scott County PSA	\$3.41
Scott County PSA	To	Town of Gate City	\$3.41
Scott County PSA	To	Lee County PSA	\$2.80
Bloomingtondale Utility Dt.	To	Scott County PSA	\$5.95
Bloomingtondale Utility Dt.	To	Scott County PSA-Boozy Creek	\$5.95
Washington County SA	To	Scott County PSA	\$6.79
Scott County PSA	To	Washington County SA	\$6.79
Russell County PSA	To	Scott County PSA	\$2.50
Town of Appalachia	To	Lee County PSA	\$443 / \$3.50**
Town of Big Stone Gap	To	Lee County PSA	\$3.50
Town of Jonesville	To	Lee County PSA	\$2.25
Woodway Water Authority	To	Lee County PSA – Sticklebyville	\$3.25
Town of Pennington Gap	To	Lee County PSA – Big Hill	\$1,035 / \$1.56**
Town of Pennington Gap	To	Lee County PSA Smyth and Miller's Chapel	\$5,001 / \$2.20**
Town of Pennington Gap	To	Lee County PSA – St. Charles	\$7,505 / \$1.17**
Town of Big Stone Gap	To	City of Norton	\$3.50
Town of Jonesville	To	Woodway Water Authority	\$3.28
Town of Pennington Gap	To	Dryden Water Authority	\$6,732 / \$0.99**
Town of Pennington Gap	To	Woodway Water Authority	\$18,925.00 / \$1.39**
City of Norton	To	Town of Wise	\$3.50
City of Norton	To	Wise County PSA	\$3.50
Town of Wise	To	Wise County PSA	\$3.50
Wise County PSA	To	City of Norton	\$3.50
Wise County PSA	To	Town of Coeburn	\$3.50
Town of St. Paul	To	Russell County WSA-Castlewood	\$4.95
Town of St. Paul	To	Russell County WSA-Dante	\$4.95
Town of Coeburn	To	Wise County PSA	\$3.50

These rates reflect an initial charge for the first 1,000 gallons and a per 1,000 rate for usage over 1,000 gallons

LEE COUNTY WATER RATES

Fiscal Year
2023

LOCALITY	AMOUNT OF WATER	IN-TOWN COST		OUT-OF-TOWN COST	
Town of Jonesville	First 1,500 gallons	\$ 13.91	(minimum)+fees	\$ 24.35	(minimum)+fees
	Over 1,500 gallons	\$ 9.04	per 1,000 gallons	\$ 13.91	1,000 gallons
Town of Pennington Gap	First 1,000 gallons	\$ 13.92	(minimum)	\$ 16.24	(minimum)
	Over 1,000 gallons	\$ 6.61	per 1,000 gallons	\$ 7.78	per 1,000 gallons
Dryden Water Authority	First 1,500 gallons		N/A	\$ 20.60	(minimum)
	Over 1,500 gallons			\$ 9.94	per 1,000 gallons
Woodway Water Authority	First 1,000 gallons		N/A	\$ 28.42	(minimum)
	Over 1,000 gallons			\$ 7.09	per 1,000 gallons
Lee County PSA	RESIDENTIAL				
	First 2,000 gallons		N/A	\$ 40.90	(minimum)
	Over 2,000 gallons			\$ 8.70	per 1,000 gallons

Lee County Public Service Authority provides sewer/wastewater services for Dryden and Woodway water customers. Therefore, for overall comparison charts, Dryden and Woodway's "Combined Out-of-Town" estimate will be the same as their "Combined In-Town" estimate respectively. LCPSA also has a separate rate structure for Non-Residential/Commercial/ Industrial customers, based on location, size meter and usage. For further information, please visit their website at www.leecopsa.org.

LEE COUNTY WATER RATES

Fiscal Year
2023

LOCALITY	NEW TAP FEE	NEW CONNECTION FEE	ADDITIONAL FEES	DEPOSIT	RECONNECTION FEE
Town of Jonesville	\$850	None	\$3.00 tank maintenance fee; \$1.50 fire fee	\$100	\$100
Town of Pennington Gap	\$500 (In-Town) \$1,000 (Out-of-Town)	\$62.50 (In-Town) \$125 (Out-of-Town)	None	\$150 (Water), \$175 (Water and Sewer)	\$125
Dryden Water Authority	\$650	None	None	\$100	\$50
Woodway Water Authority	¾" \$850 1" \$1,300 2" \$4,000	\$50	\$10 late fee if not paid by the 10 th , \$250 tampering fee	\$100	\$100
Lee County PSA	Starting at \$850	\$100	\$75 tampering fee	\$100	\$50

LEE COUNTY SEWER RATES

Fiscal Year
2023

LOCALITY	AMOUNT OF SEWAGE	IN-TOWN COST	OUT-OF-TOWN COST
Town of Jonesville		87% of water bill + \$10.50 flat rate	N/A
Town of Pennington Gap	First 1,000 gallons	\$ 24.66 (minimum)	\$ 41.65 (minimum)
	Over 1,000 gallons	\$ 6.82 per 1000 gallons	\$ 8.18 per 1000 gallons
Lee County PSA	RESIDENTIAL		
	First 2,000 gallons	N/A	\$ 40.90 (minimum)
	Over 2,000 gallons		\$ 8.70 per 1,000 gallons

Lee County Public Service Authority provides sewer/wastewater services for Dryden and Woodway water customers. Therefore, for overall comparison charts, Dryden and Woodway's "Combined Out-of-Town" estimate will be the same as their "Combined In-Town" estimate respectively. LCPSA also has a separate rate structure for Non-Residential/Commercial/ Industrial customers, based on location, size meter and usage. For further information, please visit their website at www.leecopsa.org.

LEE COUNTY SEWER RATES

Fiscal Year
2023

LOCALITY	NEW INSTALLATION FEE	NEW CONNECTION FEE	DEPOSIT	RECONNECTION FEE
Town of Jonesville	\$500 (In-Town)	None	Included in water	None
Town of Pennington Gap	\$500 (In-Town), \$1,000 (Out-of-Town)	\$62.50 (In-Town) \$125 (Out-of-Town)	Included in Water	\$125
Lee County PSA	Starting at \$500	\$100	\$100	\$50

SCOTT COUNTY WATER RATES

Fiscal Year
2023

LOCALITY	AMOUNT OF WATER	IN-TOWN COST		OUT-OF-TOWN COST	
Town of Dungannon	First 2,000 gallons	\$ 30.00	(minimum)	\$ 34.00	(minimum)
	Over 2,000 gallons	\$ 6.00	per 1,000 gallons	\$ 6.00	per 1,000 gallons
Town of Gate City	RESIDENTIAL				
	First 2,000 gallons	\$ 28.15	(minimum)	\$ 36.25	(minimum)
	Over 2,000 gallons	\$ 7.90	per 1,000 gallons	\$ 7.90	per 1,000 gallons
Scott County PSA (includes Clinchport, Duffield, Nickelsville, & Weber City)	RESIDENTIAL				
	First 2,000 gallons	\$ 31.56	(minimum)	\$ 31.56	(minimum)
	Over 2,000 gallons	\$ 10.94	per 1,000 gallons	\$ 10.94	per 1,000 gallons

The Town of Gate City has a separate rate structure for Non-Residential/Commercial/Industrial customers, based on location, size meter and usage. For further information, please visit their website at www.mygatecity.com.

The Scott County Public Service Authority has a separate rate structure for Non-Residential/Commercial/Industrial customers, based on location, size meter and usage. For further information, please visit their website at <http://www.scottcountypsa.com>. The Town of Nickelsville merged with the SCPSA in 2019 and share the same rates/fee structure.

SCOTT COUNTY WATER RATES

Fiscal Year
2023

LOCALITY	NEW TAP FEE	NEW CONNECTION FEE	ADDITIONAL FEES	DEPOSIT	RECONNECTION FEE
Town of Dungannon	\$750	None	Monthly Fee \$75 for meters larger than ¾ inch	\$175 (Water only \$125)	\$50
Town of Gate City	\$650	\$50 (Water meter fee)	None	\$150 (Water, Sewage, and Garbage)	\$50
Scott County PSA (includes Clinchport, Duffield, Nickelsville, & Weber City)	No Charge during project planning \$750 after project is funded \$1,500 after project is constructed	None	Administrative Fee \$50 (Owners only at time of deposit)	\$50 (Owner) \$150 (Renter)	\$50

SCOTT COUNTY SEWER RATES

Fiscal Year
2023

LOCALITY	AMOUNT OF SEWAGE	IN-TOWN COST		OUT-OF-TOWN COST	
Town of Dungannon	First 2,000 gallons	\$ 30.00	(minimum)	\$ 34.00	(minimum)
	Over 2,000 gallons	\$ 6.00	per 1,000 gallons	\$ 6.00	per 1,000 gallons
Town of Gate City	RESIDENTIAL				N/A
	First 2,000 gallons	\$ 28.85	(minimum)		
	Over 2,000 gallons	\$ 9.40	per 1,000 gallons		
Scott County PSA (includes Clinchport, Duffield, Nickelsville, & Weber City)	RESIDENTIAL				
	First 2,000 gallons	\$ 33.18	(minimum)	\$ 33.18	(minimum)
	Over 2,000 gallons	\$ 14.41	per 1,000 gallons	\$ 14.41	per 1,000 gallons

The Town of Gate City has a separate rate structure for Non-Residential/ Commercial/ Industrial customers, based on location, size meter and usage. For further information, please visit their website at www.mygatecity.com.

The Scott County Public Service Authority has a separate rate structure for Non-Residential/Commercial/ Industrial customers, based on location, size meter and usage. For further information, please visit their website at <https://scottcountypsa.com>.

SCOTT COUNTY SEWER RATES

Fiscal Year
2023

LOCALITY	NEW INSTALLATION FEE	NEW CONNECTION FEE	DEPOSIT	RECONNECTION FEE
Town of Dungannon	\$750	None	Included in water	Included in water
Town of Gate City	\$900	None	Included in water	Included in water
Scott County PSA (includes Clinchport, Duffield, Nickelsville, & Weber City)	No Charge during project planning \$1,000 after project is funded \$2,000 after project is constructed	None	\$100 water & sewer (owner) \$150 water & sewer (renter)	\$50

WISE COUNTY AND CITY OF NORTON WATER RATES

Fiscal Year
2023

LOCALITY	AMOUNT OF WATER	IN-TOWN COST		OUT-OF-TOWN COST	
Town of Appalachia	First 1,000 gallons	\$ 15.75	(minimum) +fees	\$ 21.28	(minimum)+fees
	Over 1,000 gallons	\$ 6.40	per 1,000 gallons	\$ 9.83	per 1,000 gallons
Town of Big Stone Gap	First 1,500 gallons	\$ 19.21	(minimum)+fees	\$ 30.96	(minimum)+fees
	Over 1,000 gallons	\$ 6.46	per 1,000 gallons	\$ 10.35	per 1,000 gallons
Town of Coeburn	First 2,000 gallons	\$ 26.53	(minimum)	\$ 38.81	(minimum)
	Over 2,000 gallons	\$ 7.97	per 1,000 gallons	\$ 12.24	per 1,000 gallons
Town of St. Paul	First 1,500 gallons	\$ 15.00	(minimum)	\$ 27.75	(minimum)
	Over 1,500 gallons	\$ 7.70	per 1,000 gallons	\$ 12.95	per 1,000 gallons
Town of Wise	First 1,000 gallons	\$ 17.92	(minimum)	\$ 26.06	(minimum)
	Over 1,000 gallons	\$ 7.17	per 1,000 gallons	\$ 10.43	per 1,000 gallons
Wise County PSA	First 1,500 gallons	N/A		\$ 30.50	(minimum)
	Over 1,500 gallons			\$ 12.50	per 1000 gallons
City of Norton	First 2,000 gallons	\$ 19.10	(minimum) +fees	\$ 28.65	(minimum) +fees
	Over 2,000 gallons	\$ 6.65	1,000 gallons	\$ 13.30	per 1,000 gallons

WISE COUNTY AND CITY OF NORTON WATER RATES

Fiscal Year 2023

LOCALITY	NEW TAP FEE	NEW CONNECTION FEE	ADDITIONAL FEES	DEPOSIT	RECONNECTION FEE
Town of Appalachia	\$1000 Residential \$1250 Commercial	None	\$6 Water Line Maint. Fee (per month) \$6 Tank Maint. Fee (per month) \$6 Flouride Fee (per year) \$6 VDH Tax (per year) *3	\$100	\$75
Town of Big Stone Gap	\$550 (In-Town) \$800 (Out-of-Town)	\$20	\$7.50 Improvement Fee	\$100	\$40
Town of Coeburn	\$850 (In-Town) \$1000 (Out-of-Town)	None	\$150 Meter Tampering \$300 for Meter Replacement due to Tampering Damage	\$105 (In-town) \$132.50 (Out-of-Town)	\$60
Town of St. Paul	\$750 ¾" \$1,000 1" \$3,500 1 ½" \$3,800 2"	None	None	\$100 (renters)	\$50
Town of Wise	\$500 (In-Town) \$750 (Out-of-Town)	\$20	\$3.50 Annual Waterworks Operation Fee	\$20 (owners) \$120 (renters)	\$50
Wise County PSA	¾" \$1200 1" \$1400 1 ½" \$3500 2" \$4500 3" & Larger Contractor Pricing	\$30	\$3 Loss Protection*7	\$100 (owners) \$200 (renters)	\$50
City of Norton	\$240 (In-City) \$360 (Out-of-City)	None	Water imp. Charge <2000 g = \$2.50 2001-4200= \$5 4201-10,000=\$7.50 10,001-27,000=\$10 >27,000=\$12.50	\$100	\$50

*7SEE NOTES PAGE 26

WISE COUNTY AND CITY OF NORTON SEWER RATES

Fiscal Year
2023

LOCALITY	AMOUNT OF SEWAGE	IN-TOWN COST	OUT-OF-TOWN RATES
Town of Appalachia		145% of water bill ** Does not include water fees; does include \$5.00 Sewer maintenance Fee	145% of water bill ** Does not include water fees; does include \$5.00 Sewer maintenance Fee
Town of Big Stone Gap	First 1,000 gallons Over 1,000 gallons	\$ 20.74 (minimum) \$ 6.22 per 1,000 gallons	\$ 35.29 (minimum) \$ 9.92 per 1,000 gallons
Town of Coeburn		130% of water bill	150% of water bill
Town of St. Paul		110% of water bill	110% of water bill
Town of Wise		125% of water bill	125% of water bill
Wise County PSA	First 1,500 gallons Over 1,500 gallons	N/A	\$ 42.00 (minimum) \$ 14.00 per 1,000 gallons
City of Norton		175% of water bill ** Does not include fees	200% of water bill ** Does not include fees

WISE COUNTY AND CITY OF NORTON SEWER RATES

**Fiscal Year
2023**

LOCALITY	NEW INSTALLATION FEE	NEW CONNECTION FEE	DEPOSIT	RECONNECTION FEE
Town of Appalachia	\$1000 Residential \$1250 Commercial	\$0	Included in water	\$0
Town of Big Stone Gap	\$400 (In-Town) \$650 (Out-of-Town)	Included in water	Included in water	Included in water
Town of Coeburn	\$850 (In-Town) \$1000 (Out-of-Town)	None	Included in water	Included in water
Town of St. Paul	\$350	None	Included in water	Included in water
Town of Wise	\$500 (In-Town) \$750 (Out-of-Town)	\$20	Included in water	Included in water
Wise County PSA	2" \$950 (Bold Camp) 4" \$1200 6" \$1350	\$30	\$100 (owners) \$200 (renters)	\$50
City of Norton	\$175 (In-City) \$350 (Out-of-City)	None	Same as water	\$50

LENOWISCO PLANNING DISTRICT RESIDENTIAL GARBAGE COLLECTION RATES

Fiscal Year
2023

LOCALITY	RESIDENTIAL GARBAGE COLLECTION
Lee County	
Town of Jonesville	\$10.00
Town of Pennington Gap	\$7.50
Scott County	
Town of Gate City	\$10.00
Wise County	
Town of Appalachia	\$12.00
Town of Big Stone Gap	\$11.00
Town of Coeburn	\$10.00
Town of St. Paul* ⁸	\$8.50 / \$10.50
Town of Wise* ⁹	\$12.00
Wise County PSA	\$15.00
City of Norton	\$12.00
2023 AVERAGE BILL	
	\$10.90
<i>2022 AVERAGE BILL</i>	
	<i>\$10.90</i>
<i>2021 AVERAGE BILL</i>	
	<i>\$10.09</i>
<i>2020 AVERAGE BILL</i>	
	<i>\$10.09</i>
<i>2019 AVERAGE BILL</i>	
	<i>\$9.77</i>

*^{8,9}SEE NOTES PAGE 26

NOTES

*¹In June 2021, the Wise County PSA assumed ownership and operation of utilities for the Town of Pound customers. To reflect this, Wise County PSA's rates were added to the in-town water and in-town sewer tables, which helps explain significant increases in the average in-town water and sewer bills.

*²Appalachia, Big Stone Gap, Jonesville, and Norton include additional fees in the calculated and ranked water and/or sewer rate charts.

*³Town of Appalachia water rates were updated to reflect a \$1 charge per month in fees (.50¢ fluoride fee + .50¢ VDH tax). These fees are not the result of rate increases; they were simply not calculated in prior iterations of this Survey.

*⁴Scott County PSA provides in-town water and sewer services for Clinchport, Duffield, Nickelsville and Weber City.

*⁵Scott County PSA provides out-of-town sewer services for Gate City. This will be reflected in the combined services rates.

*⁶Lee County PSA provides out-of-town sewer services for Jonesville, Dryden and Woodway. This will be reflected in the combined services rates.

*⁷Wise County PSA offers an optional "Loss Protection" product at a fee of \$3.00 for water and \$3.00 for sewer. The funds collected go to a 3rd party vendor for their service.

*⁸Town of St. Paul differentiates in-town (\$8.50) and out-of-town (\$10.50) residential garbage collection.

*⁹The Town of Wise has varying rates for residential garbage collection dependent on the number of pick-ups per week, ranging from \$12 month/1 pick-up per week to \$72 month/ 6 pick-ups per week.