

TOWNSHIP OF MIDDLE SMITHFIELD
COUNTY OF MONROE
COMMONWEALTH OF PENNSYLVANIA

RESOLUTION #09-2016-2

RESOLUTION OF THE BOARD OF SUPERVISORS OF THE TOWNSHIP OF MIDDLE SMITHFIELD APPROVING A LIMITED PAYMENT PLAN OPTION, PAYMENT PLAN NO. 6, FOR PAYMENT OF TAPPING FEES; AUTHORIZING THE APPROPRIATE TOWNSHIP OFFICIALS TO ENTER INTO PAYMENT PLAN NO. 6 ARRANGEMENTS WITH CERTAIN QUALIFIED SEWER CUSTOMERS; APPROVING THE SUBSTANTIAL APPLICATION FORM FOR PAYMENT PLAN NO. 6; AUTHORIZING THE APPROPRIATE TOWNSHIP OFFICIALS TO PREPARE THE FINAL APPLICATION FORM; AND PROVIDING FOR OTHER MISCELLANEOUS ITEMS

WHEREAS, the Township of Middle Smithfield (hereinafter the "Township") is a Township of the Second Class duly organized and situated in the County of Monroe, Commonwealth of Pennsylvania; and

WHEREAS, the Township is the owner of a public sanitary sewer system in the Township consisting of, inter alia, two waste water treatment plants, and collection and conveyance lines ("Sewer System"); and

WHEREAS, the cost of ownership, operation and maintenance of the Sewer System must be paid through the various fees chargeable to users of the Sewer System; and

WHEREAS, the Township Board of Supervisors has adopted rules and regulations assessing, inter alia, tapping fees upon the Owner of each Improved Property which shall be connected to the Sewer System; and

WHEREAS, the Board has determined that it is appropriate to permit qualified Owners of Improved Properties to pay, on a limited basis, for Tapping Fees through a payment plan option ("Payment Plan No. 6").

NOW, THEREFORE, BE IT HEREBY RESOLVED AND ADOPTED by the Board of Supervisors of Middle Smithfield Township, Monroe County, Pennsylvania, and it is hereby resolved as follows:

Section 1: Qualified Sewer Customers. The Board approves Payment Plan No. 6 for Qualified Sewer Customers. For purposes

of this Resolution, "Qualified Sewer Customer" shall mean Owners of Improved Property who are assessed an initial or additional three (3) EDUs as a result of a new connection to the Sewer System, construction of new improvements to an already connected Property, or a change of use on the Property, resulting in an increased EDU allocation. A Qualified Sewer Customer may voluntarily enter into a payment plan for the amount due and owing in accordance with this Resolution.

Section 2: Maximum Number of EDUs. The maximum number of EDU's a single Qualified Sewer Customer may pay through Payment Plan No. 6 is fifty (50). EDUs in excess of fifty (50) must be paid in full when assessed. An Owner of Improved Property shall not be considered a Qualified Sewer Customer until assessed EDUs in excess of fifty (50) are paid in full.

Section 3: Payment Plan No. 6 Terms and Conditions. The terms and conditions for Payment Plan No. 6 shall consist of the following:

- (a) The Qualified Sewer Customer shall pay in advance twenty (20%) percent of the total assessed Tapping Fees, or two EDUs, whichever is greater.
- (b) The remaining cost of the total assessed Tapping Fees, together with a three (3%) percent finance charge shall be paid in level monthly installments over 4 years (48 months).
- (c) The Qualified Sewer Customer must consent to the filing of municipal lien for the unpaid amount of the total assessed Tapping Fees, and pay the cost of the filing fee in advance, and the cost of any satisfaction filing when the tapping fees are paid in full.
- (d) The Qualified Sewer Customer shall not be eligible to participate in a Payment Plan No. 6 if the Qualified Sewer Customer is delinquent in its Sewer System user fees, and other charges, at the time application for Payment Plan is made. Further, the Qualified Sewer Customer shall remain current on all such fees and charges during the pendency of the Payment Plan. User fees will be charged based on the total assessed EDUs, and shall be payable on a pro rata monthly basis,

instead of quarterly under the Township's usual Sewer System rules and regulations. Any funds received will be applied first to user fees, and related interest and penalties, if any, second to unpaid Tapping Fee finance charges, if any, and third to unpaid Tapping Fees.

- (e) If the Qualified Sewer Customer shall fail to make any payment under the Payment Plan No. 6 when due, or fail to pay any sewer system user fee, or other charge, when due, the Township may cancel the payment plan, in which case the Township may (1) consider the entire amount of the total assessed EDUs immediately due and owing, (2) revoke the Qualified Sewer Customer's sewer connection permit as to any unpaid EDUs, or (3) take any other action in law or equity to which the Township is entitled in order to remedy the Qualified Sewer Customer's default under the payment plan or non-payment of EDUs. All remedies of the Township shall be non-exclusive. Exercise of one remedy shall not exclude the exercise of any other remedy. The Qualified Sewer Customer shall be responsible for all of the Township's costs of collection, including reasonable attorney fees and litigation costs, in the event of default under the payment plan.

Section 4: Payment Plan No. 6 Arrangements. Consistent with this Resolution, the Sewer Coordinator and other Township employees engaged in the administration or collection of sewer accounts are authorized to enter into Payment Plan No. 6 arrangements, without further need of authorization or direction from the Board of Supervisors, except in such cases where the Township Administrator, or assistant Administrator, has expressly directed otherwise.

Section 5: Payment Plan No. 6 Application Form. The Township Board of Supervisors approves a Payment Plan No. 6 Application substantially in the form attached hereto as Exhibit "A". The Sewer Coordinator is authorized and directed, in consultation with the Township Administrator, or assistant Administrator, and the Township Solicitor, when necessary, to prepare a final application form for Payment Plan No. 6 arrangements, consistent with this Resolution

Section 6: Severability. The provisions of this Resolution shall be severable, and if any of the provisions hereof shall be found to be invalid or unenforceable, the remaining provisions shall remain in effect.

Section 7: Repeal. Any resolution conflicting or inconsistent with any of the provisions in this Resolution is hereby repealed, but only insofar as it is inconsistent. The provisions of this Resolution shall not affect any act done or liability incurred, nor shall such provisions affect any suit or prosecution pending or to be initiated to enforce any right or penalty or to punish any offense under the authority of any Resolution in force prior to adoption of this Resolution.

Section 8: Effective Date. This Resolution shall be effective immediately and shall remain in effect until modified, revoked or repealed by further Resolution of the Board of Supervisors.

RESOLVED THIS 8TH DAY OF SEPTEMBER, 2016, BY THE BOARD OF
SUPERVISORS OF MIDDLE SMITHFIELD TOWNSHIP AT A LAWFUL SESSION
DULY ASSEMBLED.



Linda Wilson
Chairperson



Michael J. Glynn
Vice Chairperson



Mark Derry
Supervisor

ATTEST:



Michele J. Clavelle
Secretary

EXHIBIT "A" TO RESOLUTION

[Attached hereto]



Middle Smithfield Township Sewer Department
147 Municipal Drive, East Stroudsburg, PA 18302
(570) 223-8920, Ext.115

Sewer Payment Plan # 6

Subject to the restrictions contained in Township Resolution No. 09-2016-1, a qualified property owner initially connecting to the Sewer System with an assessment of three (3) EDUs or greater for a single property, or increasing the EDU allocation of an existing connected property in the same amount as a result of new construction or change in use, may voluntarily enter into a payment plan for the amount due and owing for the assessed tapping fees in accordance with the Township's Payment Plan #6. If the Property owner agrees to Payment Plan #6, the tapping fees will be billed as follows:

- The terms of the payment plan are:
 - Either 2 EDU's or 20% of the total EDUs assessed, whichever is greater, shall be paid in advance.
 - Remaining 80%, together with an annual finance fee in the amount of 3%, is paid off in level monthly installments over next 48 months.
- The property owner consents to the filing of a municipal lien against the property for the total amount of the tapping fees to be paid in installments, until the payment plan is paid in full. The property owner shall pay the filing costs of the lien in advance, and any costs to file a satisfaction;
- Property owner must pay sewer user fees for the property on a monthly pro-rata basis. Thus, the property owner's combined monthly payment to the Township will include the following:
 - Payment of current quarterly billing for the property's total assessed EDUs, divided into monthly amounts; and
 - Payment Plan installment amount, including 3% finance fee.

Sewer Customer Name: _____ **Account No:** _____

Start Date of Payment Plan: _____ **End Date:** _____

Amount of each monthly payment _____ *(see worksheet on back)*

Monthly payments are due on the first Monday of every month

IF THE TOWNSHIP MODIFIES ITS SEWER USER FEES (I.E., QUARTERLY SEWER BILLING), THIS PAYMENT PLAN WILL BE REVISED ACCORDINGLY. SEWER CUSTOMERS ARE NOT GUARANTEED THAT TOWNSHIP USER FEES (I.E., QUARTERLY USER FEE PER EDU) WILL NOT CHANGE DURING THE PERIOD OF THE PAYMENT PLAN.

SEWER CUSTOMER ACKNOWLEDGES AND AGREES THAT THE PAYMENT PLAN IS SUBJECT TO THE TERMS AND CONDITIONS OF TOWNSHIP RESOLUTION NO. 09-2016-1, A COPY OF WHICH IS ATTACHED HERETO. IN THE EVENT OF CONFLICT BETWEEN THE RESOLUTION AND THIS APPLICATION, THE TERMS AND CONDITIONS OF THE RESOLUTION SHALL GOVERN.

Agreed to by _____ on this ____ day of _____ 20____
(Signature)

Physical Property Address: _____
(Address of property connected to above sewer account)

PIN # _____ Parcel # _____

Mailing Address (if different from above): _____

Telephone #: _____ Email: _____

Sewer Payment Plan # 6 Worksheet

A. Total of amount of initial or additional EDU's assessed to customer: _____

B. Less 2 EDU's or 20% (whichever is greater) paid upfront (e.g., A - 2) _____

C. As of Payment Plan Start Date, Tapping fee amount
to be financed that is due under payment plan is;

$$\begin{array}{l} \text{\# of EDU's financed (B) } \underline{\quad} \times \$3,500 / \text{EDU} = \$ \underline{\quad} \\ \qquad\qquad\qquad + 3\% \text{ interest} \quad + \$ \underline{\quad} \end{array} \quad = \quad \underline{\quad}$$

D. Amount of Tapping Fees, including 3% finance fee,
to be paid off in 48 equal payments: (C/48) _____

E. Amount of Monthly Sewer User Fee* = \$175 x total EDU's for property (____) = _____

F. Amount of each combined monthly payment: (D+E) = _____
(Includes tapping payment, including finance fee, (D) and regular monthly sewer fee*)

regular quarterly sewer fee is \$175/EDU per quarter, or \$58.33 per month

Monthly payments are due on the first Monday of every month

IF THE TOWNSHIP MODIFIES ITS SEWER USER FEES (I.E., QUARTERLY SEWER BILLING) , THIS PAYMENT PLAN WILL BE REVISED ACCORDINGLY. SEWER CUSTOMERS ARE NOT GUARANTEED THAT TOWNSHIP USER FEES (I.E., QUARTERLY USER FEE PER EDU) WILL NOT CHANGE DURING THE PERIOD OF THE PAYMENT PLAN.

SEWER CUSTOMER ACKNOWLEDGES AND AGREES THAT THE PAYMENT PLAN IS SUBJECT TO THE TERMS AND CONDITIONS OF TOWNSHIP RESOLUTION NO. 09-2016-2, A COPY OF WHICH IS ATTACHED HERETO. IN THE EVENT OF CONFLICT BETWEEN THE RESOLUTION AND THIS APPLICATION, THE TERMS AND CONDITIONS OF THE RESOLUTION SHALL GOVERN.