

RESOLUTION NO. \_\_\_\_\_ 2009 OF WEST WYOMING BOROUGH

A RESOLUTION OF THE BOROUGH OF WEST WYOMING TO ENTER INTO A CONTRACTUAL AGREEMENT WITH WYOMING VALLEY SANITARY AUTHORITY FOR THE COLLECTION AND BILLING OF SEWER USE AND MAINTENANCE FEES IN WEST WYOMING BOROUGH

WHEREAS, West Wyoming Borough Council desires to ensure accurate and complete sewer user fees collections in West Wyoming Borough;


WHEREAS, West Wyoming Borough Council agrees to compensate WYOMING VALLEY SANITARY AUTHORITY 7% of the gross collection for billing and collection services;

WHEREAS, West Wyoming Borough Council recognizes that the borough needs to conserve financial resources;


WHEREAS West Wyoming Borough Council recognizing that WYOMING VALLEY SANITARY SERVICE provides complete sanitary billing and collection services;

NOW, THEREFORE, BE IT RESOLVED, that West Wyoming Borough Council hereby contracts with WYOMING VALLEY SANITARY AUTHORITY for West Wyoming sanitary sewer collections.

Passed by West Wyoming Borough Council on the 14th day of December, 2009.

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Chairman of Council

\_\_\_\_\_

Assistant Secretary

## Section II Compensation

For services enumerated in Section I of this Agreement, the BOROUGH shall compensate the AUTHORITY a fee of seven percent (7%) of the total gross annual billings to be paid in equal quarterly installments within 30 days of the billing period.

The AUTHORITY, shall in addition to above compensation, receive a fee of \$2.00 for mailing letters to owners receiving Lien Notices and a fee of \$6.50 whenever a lien is prepared by the Authority for non-payment of past due accounts. The BOROUGH shall be responsible for the costs associated with filing the liens.

## Section III Effective Dates

The term of this contract shall commence on January 1, 2010 and end when the AUTHORITY or the BOROUGH requests termination of this Agreement, provided such notification is given sixty (60) days prior to the requested date for termination.

## Section IV Severability

Should any section or any part of any section of this AGREEMENT be rendered void, invalid or unenforceable by any court of law, for any reason, such a determination shall not render void, invalid or unenforceable any other section or part of any other section of this AGREEMENT.

## Section V Entire Agreement

This AGREEMENT, when signed by all the parties hereto, constitutes the full and complete understanding and agreement of the parties of its express terms as provided above.

This AGREEMENT shall be binding upon the heirs, executors, administrators, successors and assigns of each of the parties hereto.

IN WITNESS WHEREOF the parties hereunto have set their hands and seals on:

Witness:

*Dino Leone*

Wyoming Valley Sanitary Authority

by: \_\_\_\_\_

Witness

*Eileen Aprian*

West Wyoming Borough

by: *Richard Aprian*

## **AGREEMENT**

This AGREEMENT made this 14<sup>th</sup> day of December, 2009, by and between the WYOMING VALLEY SANITARY AUTHORITY, party of the first part and WEST WYOMING BOROUGH, hereafter called the Borough, party of the second part.

### **WITNESSETH:**

WHEREAS, the Borough/City established a sewer use and maintenance fee for all improved properties served by the municipal sewer collection system by adopting Ordinance # 103 of 1990 on November 12 and subsequent amendments to the ordinance for rate increases as needed; and

WHEREAS, the Borough has imposed an annual flat fee of \$336 for each residential equivalent dwelling unit.

WHEREAS, the AUTHORITY hereby agrees to act as a billing and collection agent on behalf of the BOROUGH/CITY with regard to the Sewer Use and Maintenance Fee; as provided under this agreement.

NOW, THEREFORE, in consideration of the foregoing and subject to the conditions herein, the parties intending to be legally bound hereto do mutually agree for themselves, the respective successors and assigns as follows:

### **Section I SERVICES TO BE PROVIDED**

The AUTHORITY shall perform all services necessary under this contract and incidental hereto, including all labor, materials and supplies for the billing and collection of the Sewer Use and Maintenance Fee as follows:

1. Supply and mail all bill forms for regular quarterly billing to all residential flat rate, meter or commercial customers as provided by the Borough. The bill will contain current charges, past due amounts, penalties and interest.
2. Supply and mail Overdue Bill to any past due account for which a penalty has been attached.
3. Supply and mail Lien Notice Bill to any account delinquent in excess of 270 days.
4. Provide periodic customers status reports to the BOROUGH similar to those currently provided by the AUTHORITY for the AUTHORITY accounts.
5. Provide monthly financial status reports of all moneys collected by the AUTHORITY. These funds shall be deposited daily in a PNC Bank account established by and in the name of the BOROUGH.

### AGREEMENT

THIS AGREEMENT made this 14<sup>th</sup> day of December, 2009 by and between the WYOMING VALLEY SANITARY AUTHORITY, a municipal authority organized and existing under the laws of the Commonwealth of Pennsylvania with its principal place of business located at 1000 Wilkes-Barre Street, Hanover Township, Luzerne County, Pennsylvania, 18706 (hereinafter referred to as "**WYOMING VALLEY**") and WEST WYOMING BOROUGH, a municipal authority organized and existing under the laws of the Commonwealth of Pennsylvania with its principal place of business located at 464 West Eighth Street, West Wyoming, Luzerne County, Pennsylvania, (hereinafter referred to as "(**WEST WYOMING**)").

### WITNESSETH

**WHEREAS**, WEST WYOMING is the owner and operator of a sanitary sewage collection system; and

**WHEREAS**, WEST WYOMING imposes and collects charges for sewer service rendered to its customers; and

**WHEREAS**, Wyoming Valley will, at the request, direction and under the supervision of WEST WYOMING, shut off the supply of water from the WEST WYOMING system to any premises as to which sewer service charges payable to WEST WYOMING are unpaid and delinquent; and

**WHEREAS**, Wyoming Valley agrees to shut off water to designated customers in accordance with the laws of the Commonwealth of Pennsylvania and the terms of this agreement;

**WHEREAS**, Wyoming Valley and WEST WYOMING are mutually desirous of defining the rights and obligations of each to the other under circumstances where

water service termination, by reason of delinquent sewer charges, is requested and performed;

**NOW, THEREFORE,** in consideration of the terms and conditions herein contained, the parties hereto, intending to be legally bound hereby, agree as follows:

1. To initiate water service termination to a customer of, WEST WYOMING by reason of that customer's delinquent sewer charges payable to WEST WYOMING, an authorized and responsible officer and/or agent of WEST WYOMING shall cause to be delivered to Wyoming Valley a written request for such termination together with the following information and statements:

- (a) The name and address of the sewer service customer;
- (b) The address of the premises for which water service termination is sought;
- (c) A statement that sewer charges relative to such premises remain unpaid for a period of at least thirty(30) days from the due date thereof;
- (d) A statement: (i) that WEST WYOMING and/or its agent has fulfilled all applicable notice and procedural steps required of it by law, statute, regulations, ordinances and other authorities, including without limitation those mandated by the Sewer Act (53 P.S. Section 2261, et seq.) and (ii) that WEST WYOMING and/or its agent has not received written or other information the effect of which be to make water service termination unlawful.

2. Upon receipt of the information specified under Paragraph 1 hereof, Wyoming Valley and/or its agents will promptly prepare and send all applicable notice and procedural steps required by law, statute, regulations, ordinances and other authorities, including without limitation, those mandated by the Sewer Ad (53 P.S. Section 2261, et seq.). Additionally, Wyoming Valley and/or its agents agrees to either initiate its water service termination procedures or notify WEST WYOMING that such procedures cannot be invoked and state the reasons therefore.

3. Wyoming Valley may decline to initiate water service termination procedures in the following instances:

- (a) The nature of the facilities at the involved premises makes service termination impracticable;
- (b) Wyoming Valley receives advice from its legal counsel that water service should not be terminated under the particular circumstances;
- (c) Other reasons mutually agreed between WEST WYOMING and Wyoming Valley.

4. Under circumstances where Wyoming Valley and/or its agents initiates its service termination procedures, it is understood and agreed that Wyoming Valley, and/or its agents, will comply with all applicable notice and procedural requirements relative to water service termination contained in the Pennsylvania Public Utility Code, the rules and regulations of the Commission and any other applicable rates, rules and regulations applicable to said service termination.

5. WEST WYOMING shall conduct all interaction with the involved sewer customer, including without limitation negotiations for payment of arrearages and all contact regarding pre-termination through post-termination procedures for dispute resolution. In addition, WEST WYOMING shall prepare and deliver to Wyoming Valley a sheet to be attached to Wyoming Valley's standard service termination notices, notifying the recipient that inquiry as to the arrearage or any dispute relative thereto should be directed to a named representative of WEST WYOMING at a given telephone number and that no contact should be made with Wyoming Valley. Furthermore, WEST WYOMING shall cause its authorized representative to be present at the involved premises at the time of water service termination and at any time when the premises must be visited to effectuate required or perform service termination procedures. Such representative of WEST WYOMING exclusively shall conduct any conversation or other.



required or necessary interaction with the involved customer. The decision whether or not to terminate water service shall be made by WEST WYOMING 's representative in attendance and Wyoming Valley employee(s) will exclusively rely upon such decision.

6. WEST WYOMING agrees to hold Wyoming Valley harmless from any liability that Wyoming Valley may incur in performing or attempting to perform water service termination and the procedures therefore in accordance with the terms of this Agreement. WEST WYOMING further agrees that it will at its sole expense defend and prosecute any action, arising out of such performance or attempted performance, brought against WEST WYOMING, Wyoming Valley, or their respective agents or employees as a result of which Wyoming Valley may incur any liability. Wyoming Valley reserves the right to retain its own counsel and participate independently in such proceedings.

7. Concurrently with the delivery of the written request under Paragraph 1 hereof, WEST WYOMING agrees to pay Wyoming Valley the sum or sums of money as set forth in the Schedule attached hereto incorporated herein by reference and marked Exhibit "A." Except as otherwise provided herein, said sum shall constitute payment in full to Wyoming Valley and/or its agents for its services hereunder including mailing required service termination notices, fulfilling required pre-termination procedures, conducting service termination and restoration visits to the involved premises and completing service termination procedures.

8. This agreement shall be interpreted in accordance with the laws of the Commonwealth of Pennsylvania.

9. This Agreement shall continue until terminated by either party on not less than thirty (30) days written notice to the other party.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed and attested by their proper officers and their respective seals to be hereto affixed the day and year first above written.

**WYOMING VALLEY SANITARY AUTHORITY**

BY: \_\_\_\_\_

ATTEST:

\_\_\_\_\_

**WEST WYOMING BOROUGH**

\_\_\_\_\_ SANITARY DEPARTMENT

BY: *Richard J. Rosarch*  
West-Wyoming Council Chairman

ATTEST:

*Elen Crucin*



**Wyoming Valley Sanitary Authority  
(WVSA)**

**Services provided at the fee of 7% of gross billing:**

- > Complete Business Office staff support for all services rendered
- > Design & supply all bills
- > Send yearly and quarterly billings (4)
- > Overdue billings (4)
- > Lock box deposit (mail)
- > Payment can be made at two satellite offices or main office
- > Daily pick-up of deposit
- > Daily deposits to money room (PNC)
- > Monthly deposit/collection reports supplied
- > Daily updated and maintenance of all accounts (change of ownership-status, etc)
- > On-site inspections by WVSA inspectors
- > Use of Assessment records
- > Consumption for commercial accounts
- > Postage provided for all billings
- > Services provided – Bankruptcy Adjustments and Property Sales Transfers

**Services provided at Additional Charges (See attached sheet)**

- Filing Liens
- Water Termination