

SMITHFIELD SEWER AUTHORITY

Monroe County, Pennsylvania

RESOLUTION 2-2018

AMENDING RESOLUTION 5-2008 OF THE BOARD OF SMITHFIELD SEWER AUTHORITY ESTABLISHING RATES FOR THE USE OR AVAILABILITY OF USE OF THE SEWER SYSTEM AND ADOPTING APPROPRIATE REGULATIONS WHICH SHALL INCLUDE THE ACTIONS AND AUTHORITY OF THE AUTHORITY TO COLLECT UNPAID AND DELINQUENT SEWER RENTS AND CHARGES IMPOSED BY THE RESOLUTION INCLUDING THE SHUTTING OFF OF WATER TO THE IMPROVED PROPERTY FOR FAILURE TO PAY SUCH RENTS AND CHARGES.

AND NOW this 9th day of April, 2018, the Smithfield Sewer Authority hereby enacts an amendment to Authority Resolution 5-2008 by adding paragraph C to Section 7, Collection of Unpaid Charges, as follows:

“C. In addition to the provisions of paragraphs A and B set forth above, the Authority shall take whatever action is necessary, to the extent permitted by law, to collect any sewer rates, rents, and other charges which shall be delinquent in cooperation with the Brodhead Creek Regional Authority, or the PA American Water Company that provides water service to certain improved properties also receiving sewer service from the Authority, which shall result in the shutting off of said water service of the Brodhead Creek Regional Authority, or the PA American Water Company to these properties, until any and all such delinquent sewer charges are paid in full to the Authority.”

SMITHFIELD SEWER AUTHORITY

By: 

RUSSELL C. ALBERT, II
CHAIRMAN

ATTEST:


Ferri Timko, Assistant Secretary



ASSIGNMENT OF MUNICIPAL CLAIMS

The Smithfield Sewer Authority, a municipal authority created under the provisions of the Municipal Authorities Act of 1945, as amended, having an office at 1155 Red Fox Road, East Stroudsburg, Pennsylvania 18301, hereby assigns, transfers and sets over to the Brodhead Creek Regional Authority all of its right, title and interest in and to the claims for delinquent and unpaid sewer rentals, charges or rates in the amounts and against the properties and against the property owners, apparent or reputed owners, or whoever may be the owners as more fully set forth on Exhibit "A" attached hereto and made a part hereof.

IN WITNESS WHEREOF, the Smithfield Sewer Authority has caused this Assignment of Municipal Claims to be executed and its corporate seal to be hereunto affixed this _____ day of _____, 2018.

SMITHFIELD SEWER AUTHORITY

By: _____
RUSSELL C. ALBERT, II
CHAIRMAN

ATTEST:

Terri Timko, Assistant Secretary

DATE

Mr. and/or Mrs. NAME
ADDRESS
ADDRESS

Dear Mr./Mrs. NAME:

THIS IS A NOTICE OF WATER SERVICE SHUT OFF

NOTICE is hereby given that you have neglected or failed to pay, for a period of thirty (30) days from date thereof, the sewer rental imposed by the Smithfield Sewer Authority for property located at _____, East Stroudsburg, Pennsylvania 18301. The claim or lien for sewer rental has been assigned to the Brodhead Creek Regional Authority and you are hereby notified that the Brodhead Creek Regional Authority will shut off the supply of water to your premises after the expiration of a period of ten (10) days from the receipt of this notice, unless within this ten (10) day period you pay to the Brodhead Creek Regional Authority at its office at 410 Mill Creek Road, East Stroudsburg, Pennsylvania 18301, the sum of \$ _____ (in full – no partial payments will be accepted) which represents past due and delinquent sewer rent for the period from _____, 20__ through _____, 20__, or, if during this ten (10) day period you deliver to the Brodhead Creek Regional Authority a written statement, under oath or affirmation, stating that you have a just defense to the claim or a part of it, for these rentals or charges. The written statement must also contain a declaration under oath or affirmation that it is not executed for the purpose of delay.

If you fail to act within the ten (10) day period from the date of the receipt of this notice as set forth above, your supply of water will be shut off on or about _____, 20__, without further notice.

Very truly yours,

Daniel M. Corveleyn, Solicitor
Smithfield Sewer Authority

DMC/css

**Please be advised that this firm is a debt collector attempting to collect a debt. Any information received will be used for that purpose. If you have previously received a discharge in bankruptcy and this debt was not reaffirmed, this correspondence is not and should not be construed to be an attempt to collect a debt, but only enforcement of lien against your property.

DATE

Mr. and/or Mrs. NAME

ADDRESS

ADDRESS

Dear Mr./Mrs. NAME:

THIS IS A NOTICE OF WATER SERVICE SHUT OFF

NOTICE is hereby given that you, as the owner of certain premises occupied by a tenant, have neglected or failed to pay, for a period of thirty (30) days from date thereof, the sewer rental imposed by the Smithfield Sewer Authority for property located at _____, East Stroudsburg, Pennsylvania 18301. The claim or lien for sewer rental has been assigned to the Brodhead Creek Regional Authority and you are hereby notified that the Brodhead Creek Regional Authority will shut off the supply of water to your premises after the expiration of a period of thirty (30) days from the date you received this notice, unless within this thirty (30) day period, you pay to the Brodhead Creek Regional Authority at its office at 410 Mill Creek Road, East Stroudsburg, Pennsylvania 18301, the sum of \$ _____ (in full – no partial payments will be accepted) which represents past due and delinquent sewer rent for the period from _____, 20__ through _____, 20__, or, if during this thirty (30) day period you deliver to the Brodhead Creek Regional Authority a written statement, under oath or affirmation, stating that you have a just defense to the claim or a part of it, for these rentals or charges. The written statement must also contain a declaration under oath or affirmation that it is not executed for the purpose of delay.

If you fail to act within the thirty (30) day period from the date you received this notice as set forth above, your supply of water will be shut off on or about _____, 20__, without further notice.

Very truly yours,

Daniel M. Corveleyn, Solicitor
Smithfield Sewer Authority

DMC/css

DATE

Mr. and/or Mrs. NAME
ADDRESS
ADDRESS

Dear Mr./Mrs. NAME:

THIS IS A NOTICE OF WATER SERVICE SHUT OFF

NOTICE is hereby given that you, as a tenant occupying premises owned by another party, have neglected or failed to pay, for a period of thirty (30) days from date thereof, the sewer rental imposed by the Smithfield Sewer Authority for property located at _____, East Stroudsburg, Pennsylvania 18301. The claim or lien for sewer rental has been assigned to the Brodhead Creek Regional Authority and you are hereby notified that the Brodhead Creek Regional Authority will shut off the supply of water to your premises after the expiration of a period of thirty (30) days from the date you received this notice, unless within this thirty (30) day period, you pay to the Brodhead Creek Regional Authority at its office located at 410 Mill Creek Road, East Stroudsburg, Pennsylvania 18301, the sum of \$ _____ (in full – no partial payments will be accepted) which represents past due and delinquent sewer rent for the period from _____, 20__ through _____, 20__, or, if during this thirty (30) day period you deliver to the Brodhead Creek Regional Authority a written statement, under oath or affirmation, stating that you have a just defense to the claim or a part of it, for these rentals or charges. The written statement must also contain a declaration under oath or affirmation that it is not executed for the purpose of delay.

If you fail to act within the thirty (30) day period from the date you received this notice as set forth above, your supply of water will be shut off on or about _____, 20__, without further notice.

Very truly yours,

Daniel M. Corveleyn, Solicitor
Smithfield Sewer Authority

DMC/css

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