

RESOLUTION 2021- 21

A RESOLUTION OF THE TOWN COUNCIL OF THE MUNICIPALITY OF KINGSTON, LUZERNE COUNTY, PENNSYLVANIA, A HOME RULE MUNICIPALITY, APPROVING AN AGREEMENT WITH CREDITECH, INC.

WHEREAS, the Charter of the Municipality of Kingston grants to the Municipal Council certain powers and duties as set forth in Section 205 of said Charter, and;

WHEREAS, the Town Council of the Municipality of Kingston has the power to make appropriations, incur indebtedness, approve contracts and adopt the budget, and;

WHEREAS, the Municipality of Kingston, pursuant to the provisions of the Municipal Code and other enabling act as applicable, may prescribe fees and charges for Municipal services and may prescribe penalties for late payment of said fees and charges, and;

WHEREAS, the Municipality of Kingston has delinquent service fees it desires to have collected, and;

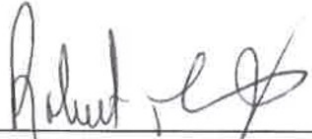
WHEREAS, Creditech, Inc. is in the business of collecting delinquent bills.

NOW THEREFORE, BE IT RESOLVED by the Municipality of Kingston, Luzerne County, Pennsylvania as follows:

1. Creditech Inc. shall be the collector for accounts assigned to them for the purpose of collection.
2. That all accounts placed for collection shall be charged an 18% commission fee which is added to the balance owed on the account and shall otherwise be subject to the "Agreement for Collection Services" attached to this Resolution and incorporated by reference herein.
3. The Town Council of the Municipality of Kingston authorizes the execution of an agreement with Creditech, Inc. by the Administration in substantially the form attached to this Resolution.

ENACTED AS A RESOLUTION at a special meeting of the Town Council of the Municipality of Kingston, Luzerne County, Pennsylvania, held this 19th day of May, 2021. This Resolution shall take effect immediately

FOR THE TOWN COUNCIL

BY: 
Robert Thompson, President

ATTEST


Julie Norton, Secretary

APPROVED:


Paul J. Roberts, Jr., Mayor

Date: May 19, 2021



PROFILE- UTILITY

P.O. Box 99, Bangor, PA 18013-0099
610-588-2338 or 800-555-5695

The information requested below is needed on your practice/business to better enable us to process your placements. Please complete in full. Thank you.

Practice/Business Name Municipality of Kingston County Luzerne

Address 500 Wyoming Avenue
Kingston, PA 18104

Phone Number: (570) 288 - 4576 x111

Add On Fee: _____ Consumer pays
Contingency Fee: _____ Client pays

E-Mail Address finance@kingstonpa.org

Type of Service Sewage Garbage Water Tap in Fees Recycling Streetlight
 Fire Hydrant Electric Misc (See below under special instructions)

Primary Contact Sandra Riviello Title Finance Secretary

Others to Contact _____

Office Hours 8:30 am - 4:30 p.m.

Were accounts previously assigned to another agency? Yes No
If Yes, has agency been notified in writing that accounts have been withdrawn? Yes No

Are you willing to pursue accounts to, Service Termination Liening Property Legal Follow up

Will you accept compromise amounts, subject to your approval? Yes No

Will you accept payment plans? Yes No
If Yes, please add the instructions below or on the back.

Will you want credit reporting to TRW for amounts greater than \$50.00? Yes No
Social Security number or full date of birth along with full name and address are required for eligibility to credit report.

Have these accounts been liened prior to Creditech receiving? Yes No

For pursuing accounts it is necessary to have detailed information by owner and property, year, service period, type of debt and category of debt (principle, interest, penalty, legal etc.)

Federal Tax I.D. # 24-6000-606

List any special instructions below and on back of sheet. _____

OFFICE USE ONLY
Commission Rate:
Sales Person:
Series:
Ordinance received:
Resolution received:
Shut off resolution received:

Signed: [Signature]
Dated: 6-2-2021



SCHEDULE OF COSTS TO BE IMPOSED AND ADDED TO CONSUMER'S ACCOUNT TO COVER OPERATING EXPENSES INCURRED DURING LIEN PLACEMENT PROCESSES.

LIEN FILING PROCESS

1. Creditech Lien Preparation Fee \$50.00
 - a. The identification and preparation of preliminary list for client approval
 - b. Notice generation for owner notification of lien filing, printing, mailing of notices and postage
 - c. Filing of lien with County Prothonotary Office
2. Prothonotary Filing Fee \$(current fee for county)
3. Attorney Fee \$150.00
 - a. For Preparation and filing of municipal lien.
4. Additional Attorney Fee \$150.00 per hour
 - a. For the collection of any delinquent account after the filing and service of a copy of the lien.

9. Creditech shall save harmless and indemnify Kingston from any and all acts or omissions of Creditech and Kingston shall save harmless and indemnify Creditech from and against any and all loss, damage or claim for collection or attempted collection arising from incorrect, illegal or improper information submitted by Kingston to Creditech.
10. This Agreement represents the entire Agreement between the parties and any modification of same must be in writing to be valid.
11. This Agreement shall be governed by the Law of the Commonwealth of Pennsylvania. The provisions of this Agreement are severable and if any one clause or provision hereof shall be held invalid or unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date set forth above.

CREDITECH, INC.

BY: _____
Karen Check, President

ATTEST:

Henry U. Sandt, Jr., Secretary

MUNICIPALITY OF KINGSTON

BY: _____
Paul Keating, Administrator

5. Should Kingston withdraw an account submitted to Creditech for collections for any reason, and at the time of such withdrawal Creditech or Kingston was receiving payments on the account at issue, Creditech shall be entitled to ten (10%) percent of the gross balance of the account. If at the time of such request for withdrawal, no payments were received on the account by either Kingston or Creditech, no fee will be imposed.
 6. The terms and provision of this Agreement shall be binding for a period beginning on May 19, 2021 and ending June 30, 2022. Either party may terminate this Agreement at the expiration of the term hereby created, by giving to the other ninety (90) days written notice of intention to do so, but in default of such notice, this Agreement, with all conditions and covenants thereof, shall continue for the additional period of one (1) year and so on from year to year until terminated by either party giving to the other ninety (90) days written notice of intention to terminate said Agreement at the expiration of the then current term.
 7. Kingston agrees to pay Creditech according to the following schedule:
 - a. A total commission of eighteen (18%) percent (“total commission”) on any collection made, regardless of the age or amount of the account. A commission of eighteen (18%) percent shall be collected from the debtor, provided that Kingston has imposed a fee on delinquents of this nature sufficient to encompass the commission. If no such fee has been imposed by Kingston, then and in such event, Kingston shall be liable for the above referenced total commission.
 - b. Creditech shall retain its commission from sums collected on the account prior to disbursement of such collected sums to Kingston. Where Kingston receives payment directly on accounts assigned to Creditech, it shall remit to Creditech the commission due within fifteen (15) days of receipt of the direct payment.
 - c. Creditech will advance any costs incurred in the institution of any legal proceedings, including but not limited to the filing of civil suits and/or municipal liens (if applicable). Kingston will be liable for any court costs advanced by Creditech and Creditech will bill Kingston monthly for said costs. In such cases, Creditech will ensure that all court costs are added to any judgment or lien obtained against any debtor of Kingston. Creditech shall assess all charges, expenses and fees incurred in the collection of a delinquent account directly to the debtor in amounts set forth in a schedule of fees attached to this Agreement an incorporated by reference and as otherwise allowed by law.
 8. Kingston shall provide to Creditech any and all Resolutions and Amendments enacted by Kingston relating to the collection of referred obligations.
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**AGREEMENT FOR COLLECTION SERVICES BETWEEN THE
MUNICIPALITY OF KINGSTON AND CREDITECH, INC.**

THIS AGREEMENT is made and entered into, in duplicate, this 19th day of May, 2021 by and between the Municipality of Kingston hereinafter referred to as the "Kingston," whose principal place of business is 500 Wyoming Avenue, Kingston, Luzerne County, Pennsylvania and Creditech, Inc., a Pennsylvania Corporation with its principal office in Bangor, Northampton County, Pennsylvania, hereinafter referred to a "Creditech."

WHEREAS, Title 15 of the United States Code Annotated, Sections 1692 et seq., authorizes and specifies certain and particular Fair Debt Collection practices; and,

WHEREAS, Title 18 of Purdon's Pennsylvania Statutes Annotated, Section 7311, and the Fair Credit Extension Uniformity Act, Title 73 of Purdon's Pennsylvania Statutes Annotated, Section 2270.1 et seq., define the parameters of lawful debt collection practices; and,

WHEREAS, Kingston has uncollected debts outstanding that it desires to have collected and liquidated; and,

WHEREAS, Kingston and Creditech have negotiated this Agreement whereby and whereunder Kingston hires Creditech to collect its outstanding debts.

NOW, THEREFORE, the parties hereto, each intending to be legally bound, hereby do covenant and agree as follows:

1. Kingston does hereby designate and employ Creditech as collector of accounts assigned to Creditech, provided that Kingston shall only place and Creditech shall only be responsible to attempt collection on those accounts with balances of twenty-four dollars fifty (\$24.50) cents or more.
2. Creditech agrees to pursue collection of said delinquent accounts through use of its automated and computerized collection system and through telephone and mail notification and communication with the debtor.
3. Kingston grants to Creditech the right to act as Agent for Kingston relative to checks, money orders and drafts received on accounts submitted to Creditech.
4. Kingston agrees to notify Creditech of all payments made directly to Kingston on individual accounts assigned to Creditech. Creditech is entitled to the full commission as provided by Paragraph 7, infra., on all monies recovered whether paid to Creditech or directly to Kingston.



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