

# New Castle County Maintenance Corporation Annual Billing Program Enrollment Contract

Name of Maintenance Corporation (the “MC”): \_\_\_\_\_

Address of MC: \_\_\_\_\_

Name of Development (“Development”): \_\_\_\_\_

Calendar Year (“Calendar Year”): **2022**

The MC wishes to enroll in the Maintenance Corporation Billing Program (the “Program”) operated by New Castle County (the “County”) for the calendar year identified above. This agreement (“Agreement”) between the MC and the County describes the Program and sets forth the terms and conditions upon which the MC will be enrolled in the Program.

## **I. Information to be Provided by MC**

### **A. Parcel, Assessment & Penalty Information**

1. The MC is responsible for providing the County with the following information:
  - a. The amount of fees to be collected from each parcel.
  - b. Any billing address the MC wishes the County to use for the parcel other than the billing address for the parcel maintained in the County’s property tax records.
  - c. The applicable rate of interest and/or penalties to be assessed if a bill is not timely paid.
  - d. The total number of parcels to be billed.

### **B. Contact Information**

1. The MC must provide the following contact information:
  - a. The name(s) and contact information of all approved contact person(s) of the MC. The MC is required to identify which of these contacts are considered authorized to make decisions on behalf of the MC. Please attach any additional forms as needed. The County will not act on requests submitted by persons who have not been identified by the MC. It is the responsibility of the MC to immediately notify the County in writing of any changes to contact information or authority.
  - b. Contact information that can be given to customers upon request. If contact information is not provided, the County will direct all correspondence (including customer requests and the periodic payment notices) to the contact(s)

listed in response to section I.B.1.a.

C. Completed Enrollment Contract

1. Completed enrollment agreements must be received by the County on or before the dates set forth below or the MC will not be enrolled in the Program.
  - a. MCs that are not currently participating in the Program must submit their completed Agreement by January 31, 2022
  - b. MCs that are currently participating in the Program must submit their completed Agreement by February 15, 2022.
  - c. MCs not returning to the Billing program must submit the completed agreement with detailed instructions for the distribution of residual payments sent to the County by January 31, 2022.
2. This Agreement must be signed by the President of the MC, or another member/designee of the MC who is authorized to bind the MC to this Agreement.

**II. Services to be Provided by County**

A. Billing Functions

1. The County shall send annual MC bills to property owners no later than March 31 of the Calendar Year. A maximum of three follow-up bills/delinquency notices for unpaid balances will be sent during the calendar year. All bills will be sent to the mailing address contained in the County's property tax records unless otherwise indicated by the MC.
2. The County will only bill for annual MC fees and penalties or interest that accrue on such annual MC fees. The County will not bill for amounts due prior to the MC's enrollment in the Program or other amounts.
3. The County will only bill for assessments incurred from the time the MC becomes a part of the Program, to the time in which the MC first leaves the program (or becomes inactive in the Program).
4. If the MC leaves the Program, the County will provide the MC with a detailed report of any participating parcel's outstanding balance(s). This will constitute the County's final report to the MC and no further tracking or billing by the County will continue. If the MC subsequently returns to the Program, new tracking and billing will commence and the County will not bill for prior balances.

B. Billing Schedule

MC bills and delinquency notices shall be issued by the County as follows:

- March: Annual bills are mailed. The due date is April 30, or the next business day if April 30 falls on a weekend or holiday.
- May: First delinquency notice sent.
- August: Second delinquency notice sent.
- November: Third (and final) delinquency notice sent.

C. Receipt and Processing of Payments

1. The County shall receive, process, and post payments to property owners' accounts while the MC is an active participant in the Program. Once an MC becomes inactive in the Program, payments shall either be: a) forwarded directly to the last known MC contact; or b) returned to the payor. These instructions must be provided by the MC when this agreement is returned indicating the MC is terminating the Billing Program as described in Section I C.c.
2. The County shall deposit payments into an account set up specifically for the Maintenance Corporation payments. This account will be separate from all other County accounts.

D. Remittances to MC

1. The County shall remit payment(s) to the MC by ACH only, based on the following schedule (subject to weekends, holidays, and the County's month-end accounting schedule):
  - February: Payments posted between November 1 and January 31
  - May: Payments posted between February 1 and April 30
  - June: Payments posted between May 1 and May 31
  - August: Payments posted between June 1 and July 31
  - November: Payments posted between August 1 and October 31
2. ACH payments will be made to the bank account designated by the MC no later than the last day of each month listed above. If the last day of the month falls on a weekend, ACH payments may be made on the next business day. The County will send an electronic version of payment information by tax parcel number via email to the designated MC's primary contact. Other authorized MC contacts may request a report of unpaid accounts on a periodic basis by emailing [NCCMainCorpBilling@newcastlede.gov](mailto:NCCMainCorpBilling@newcastlede.gov).
3. To receive scheduled ACH payments, the MC must register as a County-approved vendor. Instructions will be provided to the MC contact upon the County's receipt of an executed copy of this Agreement and all related documents. To register as a vendor

with the County, the MC will be required to upload a completed and signed W-9 form. If the MC is already a registered vendor with the County, the MC must access the self-service online application to re-certify all information.

E. Penalty on Unpaid Balances

1. Interest and/or penalty will be applied to any unpaid principal balance(s) on the first of every month, according to the formula or rate information supplied by the MC. Penalty amounts will be calculated against current year unpaid principal balances only, and such calculations will continue until the balance is paid in full unless otherwise specified in the calculation provided by the MC.

***Example:*** If a parcel is delinquent at the end of the current contract cycle (2022), NCC will continue to calculate penalty against the delinquent principal balance(s) in perpetuity, until it is paid in full or until the MC is no longer active in the program. If the MC wishes to have a maximum amount or timeframe for which penalty is calculated, the MC must state that in the calculation method (e.g.: “1% per month, up to 12 months”).

2. If the MC participated in the Program in prior years and unpaid balances from those prior years remain unpaid and are accruing penalty, the County will continue to assess penalty on such unpaid amounts as directed in the enrollment agreement(s) for each applicable prior year until the balance is paid in full or the MC directs the County to stop accruing penalty on prior-year unpaid balances. This subpart I.E.2 shall apply even if the prior year Program agreement has terminated by its terms unless the MC instructs otherwise.
3. Penalty adjustments will be completed only upon receipt of a written request from designated and authorized MC contacts. It is not the responsibility of the County to re-validate requests received on parcels owned by a designated and authorized representative of the MC.

F. Adjustments and Corrections

The County will take appropriate action to adjust or correct account errors made by the County. The County will not make any other adjustments or corrections without a written request from an authorized contact of the MC. All other adjustments or corrections must be requested in writing from one of the pre-listed authorized contacts/designees of the MC.

**III. Costs for County Services**

A. Per Parcel Fee

1. **The per parcel fee shall be \$ 10.50.**
2. The total annual fee [(per parcel fee) x (# of parcels)] will be deducted by the County

from the May remittance. If the May remittance is insufficient to cover the total annual fee, any remainder will be deducted (in full) from subsequent remittances until the balance is paid in full. If the remittances are insufficient to pay the total annual fee, the County will bill the MC and the balance shall be due within thirty (30) days following the date of billing.

#### **IV. Collections**

##### **A. Collection Actions**

1. Any collections action(s) are the sole obligation of the MC. The County will not undertake any collections activity for unpaid balances after issuing the third delinquency notice described in Section II.B.
2. NCC will not add any charges incurred by the MC for collection(s) activity to a bill.

##### **B. Information to Collection Agencies**

Nothing in this Agreement shall create any obligation on the part of the County to provide information to any third-party collection agency seeking to collect unpaid MC assessments.

#### **V. MC Obligations**

##### **A. Compliance with State Law and County Law**

The MC is responsible for ensuring that all charges for services included in the annual MC assessment comply with all applicable State and County law.

##### **B. Property Owner Disputes**

The MC must resolve any disputes about penalty charges or annual billing amounts directly with property owners. Inquiries received by the County will be directed to the MC contact person. If adjustments or corrections are needed, the request must come directly from an MC authorized person. It is not the responsibility of the County to re-validate requests for adjustments or corrections received on parcels owned by an authorized and designated representative of the MC.

#### **VI. General Provisions**

##### **A. Term and Renewal**

1. The term of this Agreement shall be one year from the date of execution of this Agreement by an authorized representative of the MC.
2. This Agreement will not renew automatically. The County will send a renewal agreement no later than December of each year. This information will be sent to the most recently identified MC contact person. Participating MCs must submit annual

renewal agreements.

B. Representations and Warranties

1. The individual executing this Agreement on behalf of the MC represents and warrants that he or she has authority to bind the MC to this Agreement.
2. This Agreement does not violate the terms of any article of incorporation, by law, deed, covenant, or contract of the MC.
3. This Agreement is a valid, binding obligation of the MC and the MC is obligated to perform hereunder.

C. Amendment and Assignment

1. This Agreement may be amended only in writing and executed by authorized representatives of both parties.
2. This Agreement may not be assigned by the MC. However, this Agreement may be assigned to a successor of the MC with the written approval of the County.

D. No Third-Party Beneficiaries

There are no intended third-party beneficiaries to this Agreement. For the avoidance of doubt, property owners subject to the fees imposed by the MC and individual members of the MC have no rights under this Agreement.

E. Accuracy of Information

The MC is solely responsible for ensuring the accuracy of the information provided to the County under this Agreement. The County has no duty to verify or corroborate the information provided by the MC.

F. Indemnification and Limitation of County Liability

1. The MC agrees to indemnify, defend, and hold harmless the County against all claims arising from or related to the County's performance of its obligations under this Agreement.
2. The County's liability under this Agreement is limited to the total amount of per parcel fees received by the County during the calendar year.

G. Governing Law and Jurisdiction

This Agreement shall be governed by the laws of the State of Delaware. Any dispute arising under this Agreement shall be commenced, tried and adjudicated before a Delaware State court of competent jurisdiction.

H. Entire Agreement

This Agreement and the enrollment forms attached hereto constitute the entire agreement between the parties. Any prior agreements among the parties, including, but not limited to, any prior agreements regarding the Program for prior calendar years, are not part of this Agreement. No prior course of dealing or course of performance are incorporated into this Agreement.

I. No Waiver of Immunity

Nothing in this Agreement is intended to waive the sovereign immunity of the County or the immunity granted to the County and its employees in the County and Municipal Tort Claims Act contained in Title 10, Chapter 40 of the Delaware Code.

**Name of Maintenance Corporation:** \_\_\_\_\_

**Name of Authorized Representative:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Required Enrollment Information**

**MC Contact Information for CUSTOMER inquiries:**

Primary Contact Name: \_\_\_\_\_

Primary Contact Address: \_\_\_\_\_

Primary Contact Telephone Number: \_\_\_\_\_

Primary Contact Email Address: \_\_\_\_\_

**MC Contact Information for NEW CASTLE COUNTY:**

Maintenance Corporation Name: \_\_\_\_\_

Number of Parcels in Subdivision: \_\_\_\_\_

Maintenance Corporation Address: \_\_\_\_\_

Primary Contact Name: \_\_\_\_\_

Primary Contact Telephone Number: \_\_\_\_\_

Primary Contact Email Address: \_\_\_\_\_

Primary Contact Address: \_\_\_\_\_

Secondary Contact Name: \_\_\_\_\_

Secondary Contact Email: \_\_\_\_\_

Secondary Contact Telephone Number: \_\_\_\_\_

Secondary Contact Address: \_\_\_\_\_



**Annual Assessment Information**

Amount to be billed per parcel in March 2022: \_\_\_\_\_

**Penalty Calculation**

Provide a formula for imposing penalty on unpaid balances. **If no formula is provided (or if this space is left blank), penalty will not be charged during this enrollment cycle.** Formulas are not automatically re-used year after year. The MC must provide a formula annually.

Interest Rate: \_\_\_\_\_.

Compounded: \_\_\_\_\_.

Penalty Amount: \_\_\_\_\_.

Imposed: \_\_\_\_\_.

**All fields on this form are required. If any area is not completed, the County reserves the right to consider the form incomplete and reject the Agreement and the MC's enrollment in the Program. Any area not completed directly by the MC will not be considered complete without written details from an authorized contact person of the MC. The form must be completed, signed, and received by New Castle County, Treasury Department BEFORE the applicable due date.**