

**Borough of West Reading**  
**Adoption of Revised Water Sewer and Refuse Billing Policy**  
**Resolution 2023-8**

**Whereas**, the Council of the Borough of West Reading has noticed an increase in the number of delinquent water, sewer, and refuse billing accounts. The proposed revision to the billing policy provides the owner of a rental property the ability to authorize a copy of the bill to be sent to the tenant. This authorization may be revoked if the tenant fails to make payments which results in a delinquent notice. Additional provisions are available to enter into a budget payment plan agreement or repayment plan agreement.

**Therefore, Be It Resolved** by the Borough Council of the Borough of West Reading that the revised Water Sewer and Refuse Billing Policy and agreements attached hereto as Appendices, are hereby approved, and adopted.

**Water, Sewer, and Refuse Billing Policy**

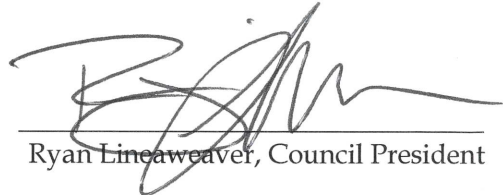
1. Per Municipal Code Section 441-35, the property owner is responsible for the payment of all water, sewer, and refuse bills. Therefore, the property owner will receive a copy of all bills or shut off notices for their property.
2. To encourage water conservation, West Reading Borough will allow an additional copy of the invoice to be mailed to a long-term, single unit, residential property tenant. This practice is at the discretion of the Borough and can be revoked for any reason such as a tenant's failure to make payments in full.
3. If a bill is more than thirty (30) days past due, a lien may be filed against the property. Costs associated with the filing of a municipal lien or any other collection expenses will be added to the amount due, including but not limited to attorneys' fees and court costs.
4. When a tenant vacates the property, an inside water meter reading and date the reading was obtained must be provided to the Borough to generate a final tenant billing that will be required to be paid in full by the owner prior to new tenancy. It is the responsibility of the property owner to inform the Borough of any change in tenancy.
5. A returned check fee of \$25 will be assessed on all returned checks. Three returned checks will result in a cash, credit card, certified check or money order only register.
6. Budget payment plans are computed monthly based on the average use for the past twelve (12) month periods. At the end of every budget payment period, the bill is adjusted so that the full amount due for the previous period has been paid in full, then a new average is computed for the ensuing budget payment period.
7. Repayment Agreements for residential accounts require a 25% down payment with the remaining balance due within twelve (12) months. Commercial accounts require a 50% down payment with the remaining balance due within six (6) months. A fully executed Repayment Agreement must be provided by the property owner and tenant (if applicable) to enter a repayment plan. Please be aware:
  - Payment reminders will not be provided on any accounts. It is the owner's and/or tenant's responsibility to ensure payment is received in a timely fashion pursuant to the terms and conditions of the Repayment Agreement.

- If the owner and/or tenant fails to meet the terms of the first Repayment Agreement, the owner and/or tenant can either pay the entire amount owing on the account or may request to enter into a second payment agreement at the Borough's sole discretion. Prior to entering into a second Repayment Agreement, the owner and/or tenant shall pay at least fifty percent (50%) of the remaining outstanding balance.
- If the owner and/or tenant fail to meet the terms of the second Repayment Agreement, the owner and/or tenant must pay the entire outstanding account balance. The owner and/or tenant will not be permitted to enter into any future Repayment Agreements with the Borough and water service may be terminated and a municipal lien may be filed against the property.
- After entering into a Repayment Agreement, the owner and/or tenant must pay all new water, sewer, and refuse bills in full and on time, in addition to making payments under the Repayment Agreement.
- If payment in full under the Repayment Agreement or current billing is not received by the scheduled due date, the Borough may terminate water service to the property. Termination of service does not relieve the obligation to pay all outstanding bills and charges.
- Recurring, automatic monthly payments may be established through the Borough's credit card processing company, if available.

**DULY ADOPTED AND APPROVED** this 17<sup>th</sup> day of May 2023.

BOROUGH OF WEST READING

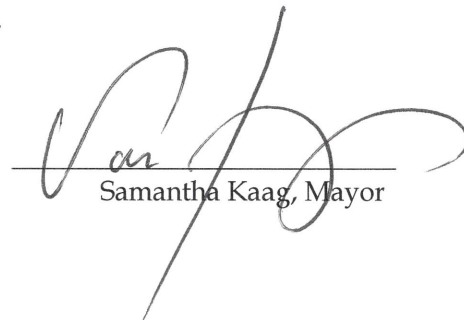
By:

  
Ryan Lineaweaver, Council President

Attest:

  
Cynthia Madeira, Borough Secretary

Examined and approved this 17<sup>th</sup> day of May 2023.

  
Samantha Kaag, Mayor

## Appendix

### Authorization for Tenant Billing

#### Section 1 – Purpose

Per Municipal Code, Section 441-35, the owner of the property is responsible to the Borough for payment of water, sewer, and refuse services furnished to the property irrespective of any agreement between the property owner and a third party/tenant. The Borough will, however, send the bill and related notices to a long-term tenant if agreed to in writing by the property owner. When the tenant vacates the property, an inside water meter reading and date the reading was obtained must be provided to the Borough to generate a final tenant billing that will be required to be paid in full prior to new tenancy.

#### Section 2 – Information

Account Number: \_\_\_\_\_

Service Address: \_\_\_\_\_

Owner's Name: \_\_\_\_\_

Owner's Email Address: \_\_\_\_\_

Owner's Mailing Address: \_\_\_\_\_

Owner's Daytime Telephone #: \_\_\_\_\_

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Tenant's Name: \_\_\_\_\_

Tenant Mailing Address: \_\_\_\_\_

Tenant's Email Address: \_\_\_\_\_

Tenant's Daytime Telephone #: \_\_\_\_\_

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#### Section 3 – Authorization

As owner of the above serviced address, I understand that bills and related notices will be sent to the tenant in addition to myself and in the event these charges are not paid, I will be held responsible, and those unpaid charges can be placed as a lien against my property. The Borough reserves the right to cancel this agreement if the tenant fails to make payments which results in a delinquent notice.

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Property Owner's Signature

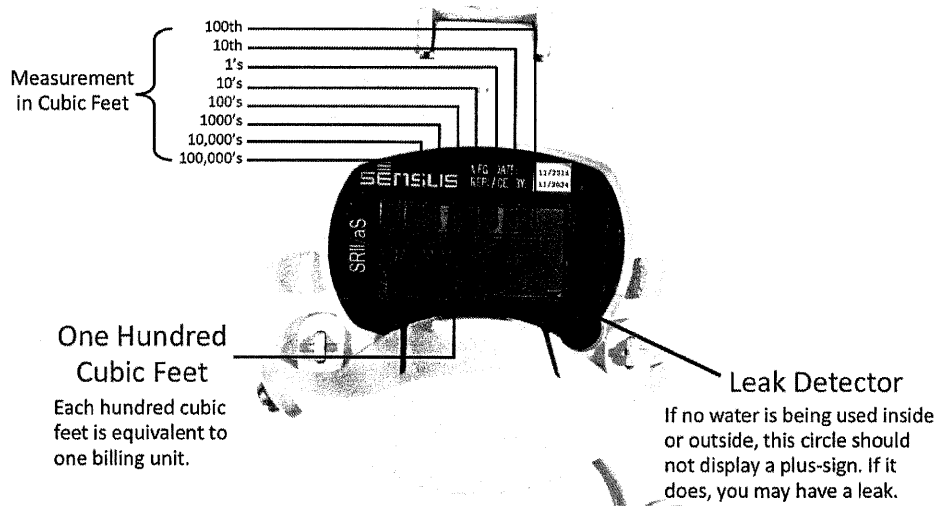
Date

*\* Note: This authorization may be returned to the owner unprocessed if any of the following occur: 1) The inside water meter reading and date of reading are not provided; 2) There are delinquencies on the account under the property owner's liability.*

#### Reading Your Meter

The water meter is located in the basement at the front of the home. If your home does not have a basement, the meter is generally located in the laundry room. Most residential meters, include meters ranging in size from 5/8" to 1", and have eight digits on the register. Usually only the first four numbers to the far left are used in the computation of your bill. For example, a meter register reading 013896514 would show on your water bill as 0138. However, when providing a reading to our office, please provide all digits. Each billing unit equals one hundred cubic feet (hcf), which is equivalent to 748 gallons.

# Digital Meter Dial



## Appendix

### Budget Payment Plan Agreement

This BUDGET PAYMENT PLAN AGREEMENT ("Agreement") is made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the Borough of West Reading ("Borough"),

\_\_\_\_\_  
("Owner(s)")  
**[IF APPLICABLE: and**

\_\_\_\_\_  
("Tenant(s)"]].

#### BACKGROUND

The Owner(s) owns the property located at \_\_\_\_\_ ("Property"). **[IF APPLICABLE: The Owner(s) rents/leases the Property to the Tenant(s).]**

**[IF APPLICABLE: The Owner(s) rents/leases the Property to the Tenant(s).]**

The Borough provides water service to the Property and is subject to quarterly billing statements ("Billing Statements"). The Borough account number for the Billing Statements is \_\_\_\_\_ ("Account").

**[IF APPLICABLE: The Tenant(s) is currently using the water services at the Property and is responsible for payment of the water service.]**

Pursuant to borough Ordinance Section 441-35, owner of the property served shall be responsible to the Borough for payment for all water furnished to the property irrespective of any agreement between the property owner and a third party.

The Owner(s) and/or Tenant(s) desires to enter into a Budget Payment Plan with the Borough for the Account ("BPP"), which would provide for monthly billing statements to equal one-twelfth (1/12<sup>th</sup>) of the sum of Billing Statements for the previous twelve (12) months.

The parties agree to enter into this Agreement pursuant to the conditions and understandings below.

NOW, THEREFORE, in consideration of the agreements set forth herein, the legal sufficiency of which is acknowledged and agreed by the parties hereto, AND INTENDING TO BE LEGALLY BOUND HEREBY, the parties agree as follows:

1. Background. The Background sections set forth above are true and correct and are incorporated herein by reference thereto.
2. Eligibility.
  - a. The Owner(s) and/or Tenant(s) must be billed under a Borough residential account.
  - b. The Owner(s) and/or Tenant(s) must have a history of one (1) year of consecutive Billing

Statements in their name on the Account.

- c. The Account shall not be delinquent at the time the BPP is prepared.
3. BPP Billings. BPP billing statements ("BPP Statements") will not be issued on a monthly basis for quarterly accounts. The total amount for the BPP Statements shall equal one-twelfth (1/12<sup>th</sup>) of the sum of Billing Statements during the immediately preceding twelve (12) months. During instances of high usage, your BPP Statements may be adjusted to keep the payment in line with your actual usage which is reflected on the quarterly Billing Statement showing actual water consumption. At the end of the twelve (12) month period, the BPP Statement will be adjusted so that the full amount due for the previous period has been paid in full. After the twelve (12) month period has concluded, a new average will be computed for the next BPP period.
4. BPP Payments. BPP payments ("Payments") are due and payable on the specified date as set forth on the BPP Statements. Payments are to be made either in person at the Borough, mailed to the address provided on the BPP Statements, or via an available online payment option.
5. Termination of Agreement.
  - a. If payment of the BPP amount is not received by the Borough by the due date, this Agreement will be immediately terminated.
  - b. The Borough reserves the right to declare the unpaid balance immediately due and payable.
  - c. If the Owner(s) and/or Tenant(s) does (do) not fulfill the terms and obligations of this Agreement, the Borough may terminate water service to the Property, pursuant to the disconnection rules provided under state law and the West Reading Borough Code, Section 441-37 entitled "Water service may be discontinued".
6. Reinstatement of the BPP. To be reinstated on a BPP, the Owner(s) and/or Tenant(s) will be required to re-establish their account history by paying their quarterly billings on time for the immediately preceding twelve (12) months.
7. Disconnection/Discontinuance of Water Service.
  - a. If the Owner's(s') and/or Tenant's(s') water service is disconnected for non-payment, all amounts are due and payable prior to reconnection.
  - b. If the Owner(s) and/or Tenant(s) moves, or for other reasons discontinues water service, the total outstanding amount owed to the Borough shall become immediately due and payable.
8. Cancellation of Agreement. This Agreement may be voluntarily canceled by either the Owner(s) and/or Tenant(s) or the Borough upon ten (10) days written notice, and the Borough's normal billing and payment procedures will then apply.
9. **[IF APPLICABLE] Owner's(s') Acknowledgment/Responsibility of Payment to the Borough.** Owner(s) understands and agrees that the Borough is agreeing to provide the BPP to the Tenant(s) to assist Tenant(s) in making timely payments. However, if Tenant(s) defaults on

**his/her/their Payment obligation to the Borough, it is the ultimate responsibility of the Owner(s) to pay any amounts due and owing to the Borough for water, sewer and refuse service provided to the Property. Failure to pay any outstanding obligation owing to the Borough may result in the filing of a municipal lien against the Property.**

IN WITNESS WHEREOF, AND INTENDING TO BE LEGALLY BOUND HEREBY, the parties have caused this Agreement to be executed as of the day and year first above written.

_____ Owner Signature(s)	_____ Date
_____ Tenant Signature(s)    (if applicable)	_____ Date
_____ Borough of West Reading Employee Signature	_____ Date

## Appendix

### Repayment Plan Agreement

This REPAYMENT AGREEMENT ("Repayment Agreement") is made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ ("Effective Date"), by and between the Borough of West Reading ("Borough"), \_\_\_\_\_ ("Owner(s))", [IF APPLICABLE] \_\_\_\_\_ and \_\_\_\_\_ ("Tenant(s))].

#### BACKGROUND

The Owner(s) owns the property located at \_\_\_\_\_ ("Property").

[IF APPLICABLE: The Owner(s) rents/leases the Property to the Tenant(s).]

The Borough provides water service to the Property and is subject to quarterly billing statements ("Statements"). The Borough account number for the Property is \_\_\_\_\_ ("Account").

[IF APPLICABLE: The Tenant is currently using the water services at the Property and is responsible for payment of the water services.

Pursuant to Borough Ordinance Section 441-35, the owner of the property served shall be responsible to the Borough for payment for all water furnished to the property irrespective of any agreement between the property owner and a third party.

The Owner(s) and/or Tenant(s) desires to enter into a repayment plan with the Borough for the Account to pay the outstanding Account balance.

The parties agree to enter into this Repayment Agreement pursuant to the terms, conditions, and understandings below.

NOW, THEREFORE, in consideration of the agreements set forth herein, the legal sufficiency of which is acknowledged and agreed by the parties hereto, AND INTENDING TO BE LEGALLY BOUND HEREBY, the parties agree as follows:

10. Background. The Background sections set forth above are true and correct and are incorporated herein by reference thereto.
11. Balance. At the time of the Effective Date, the Owner(s) and/or Tenant(s) owes the Borough \$\_\_\_\_\_ ("Current Balance") on the Account related to water, sewer, and refuse services.
12. Penalty Rate. The Current Balance shall bear interest at a rate of ten percent (10%) per Section 441-6 B entitled "Billing periods and penalties" of the Borough of West Reading Code of Ordinances.



13. Repayment Plan. The Owner(s) and/or Tenant(s) agrees to repay the Current Balance to the Borough under the following: (check one)

☐ **Weekly Payments**. The Owner(s) and/or Tenant(s) agrees to repay the Borough a payment of \$ \_\_\_\_\_ [AMOUNT] on the \_\_\_\_\_ [DAY] of each week until the end date of \_\_\_\_\_ [DATE].

☐ **Monthly Payments**. The Owner(s) and/or Tenant(s) agrees to repay the Borough a payment of \$ \_\_\_\_\_ [AMOUNT] on the \_\_\_\_\_ [DAY] of each month until the end date of \_\_\_\_\_ [DATE].

☐ **Lump Sum**. The Owner(s) and/or Tenant(s) agrees to repay the Borough, in full, on the date of \_\_\_\_\_ [DATE].

☐ **Other**. \_\_\_\_\_ [OTHER]

14. Payment Instructions. The Owner(s) and/or Tenant(s) is required to pay the Borough under the following payment instructions:

- a. Residential agreements require a twenty-five (25%) down payment with the remaining balance due within twelve (12) months.
- b. Commercial agreements require a fifty percent (50%) down payment with the remaining balance due within six (6) months.

Please be aware:

- a. Payment reminders will not be provided on any accounts. It is the Owner's and/or Tenant's responsibility to ensure payment is received in a timely fashion pursuant to the terms and conditions of this Repayment Agreement.
- b. If Owner and/or Tenant fails to meet the terms of this Repayment Agreement, Owner and/or Tenant can either pay the entire amount owing on the Account or may request to enter into a second payment agreement at the Borough's sole discretion.
- c. Prior to entering into a second repayment agreement, Owner and/or Tenant shall pay at least fifty percent (50%) of remaining outstanding balance.
- d. If Owner and/or Tenant then fails to meet the terms of the second repayment agreement, Owner and/or Tenant must pay the entire outstanding Account balance. Owner and/or Tenant will not be permitted to enter into any future repayment agreements with the Borough or water service may be terminated and a municipal lien claim may be filed against the Property.

- e. After entering into this Repayment Agreement, Owner and/or Tenant must pay all new water, sewer, and refuse bills in full and on time, in addition to making payments under this Repayment Agreement.
  - f. If payment in full under this Repayment Agreement or current billing is not received by the scheduled due date, the Borough may terminate water service to the Property. Disconnection of the water service does not relieve the obligation of Owner and/or Tenant to pay all outstanding bills and charges on the Account.
  - g. Recurring, automatic monthly payments may be established through the Borough's credit card processing company, if available.
  - h. If a bill is more than thirty (30) days past due, a municipal lien may be filed against the Property. Costs associated with the filing of a municipal lien or any other collection expenses will be added to the amount due, including but not limited to attorneys' fees and court costs.
15. Acceleration. The Borough shall have the right to declare the total amount to be immediately due and payable, including interest owed, if any of the following events occur:
- a. Late Payment. If any payment under this Repayment Agreement is late for more than fifteen (15) days;
  - b. Current Water, Sewer, Refuse. If payment on the Account for current water, sewer or refuse services is late for more than fifteen (15) days;
  - c. Default. If the Owner(s) and/or Tenant(s) should default on any of the conditions of this Repayment Agreement; or
  - d. Security. If the Property becomes vacant, is transferred, or sold.
16. Severability. If any provision of this Repayment Agreement or the application thereof shall, for any reason and to any extent, be invalid or unenforceable, neither the remainder of this Repayment Agreement nor the application of the provision to other persons, entities, or circumstances shall be affected, thereby, but instead shall be enforced to the maximum extent permitted by law.
17. Successors/Assignment. All of the foregoing is the promise of Owner(s) and/or Tenant(s) and shall bind Owner(s) and/or Tenant(s) and Owner(s) and/or Tenant's(s') successors, heirs, and assigns. The Owner(s) and/or Tenant(s) may not assign any of their rights or delegate any of their obligations hereunder without the prior written consent of the Borough.
18. Entire Agreement. This Repayment Agreement contains all of the terms agreed to by the parties relating to its subject matter as governed by Chapter 441 Water of the Borough of West Reading Code of Ordinances and applicable state law. This Repayment Agreement replaces all previous discussions, understandings, and oral agreements. The Owner(s) and/or Tenant(s) and Borough agree to the terms and conditions and shall be bound until the Current Balance is repaid in full.

19. [IF APPLICABLE] Owner's(s') Acknowledgment/Responsibility of Payment to the Borough. Owner(s) understands and agrees that the Borough is agreeing to provide this Repayment Agreement to the Tenant(s) to assist Tenant(s) in paying the outstanding obligation to the Borough. However, if Tenant(s) defaults on his/her/their payment obligation to the Borough, it is the ultimate responsibility of the Owner(s) to pay any amounts due and owing to the Borough for the water, sewer and refuse service provided to the Property. Failure to pay any outstanding obligation owing to the Borough may result in the filing of a municipal lien against the Property.

IN WITNESS WHEREOF, Owner(s) and/or Tenant(s) and Borough have executed this Repayment Agreement as of the day and year first above written.

Owner's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

Third Party/Tenant's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

Borough's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_