

**Borough of West Reading  
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).]**

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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.

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Owner Signature(s)

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Date

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Tenant Signature(s) (if applicable)

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Date

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Borough of West Reading Employee Signature

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Date