

**Borough of West Reading
REPAYMENT 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:

1. Background. The Background sections set forth above are true and correct and are incorporated herein by reference thereto.
2. 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.
3. 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.
4. 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]
5. 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.
- 6. 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.
- 7. 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.
- 8. 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.
- 9. 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.

10. **[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: _____