

PAYMENT AGREEMENT

THIS PAYMENT AGREEMENT is made this ____ day of _____, 20____,
by and between the MUNICIPAL AUTHORITY OF WASHINGTON TOWNSHIP, a Municipal
Authority organized and existing under the laws of the Commonwealth of Pennsylvania with its
principal place of business at 283 Pine Run Church Road, Apollo, PA 15613 (“MAWT”)

A N D

_____ and _____ (“Property Owner”),
with a mailing address of _____,
and being the owner(s) of property lying and situate within the municipal boundaries of the
Township of Washington, Westmoreland County, Pennsylvania, with said property having a
mailing address of _____
 (“Property”).

WITNESSETH THAT:

WHEREAS, MAWT constructed the _____ Sewage Project which provides
and/or makes available public sewage to the Property owned by the Property Owner; and

WHEREAS, Property Owner was and/or is required to connect the improvements situate
on the Property to MAWT’s public sewage system and to pay a tap fee in the amount of \$_____
prior to the mandatory sewage connection; and

WHEREAS, Property Owner is willing but unable to pay the required tap fee all at once;
and

WHEREAS, Property Owner may be delinquent in Property Owner's obligation to pay rentals, rates or charges for sewer, sewerage, pumping, operation and maintenance, transmission and other fees and charges; and

WHEREAS, MAWT and Property Owner are willing to enter into this Payment Agreement concerning the payment of delinquent fees and/or charges and do wish to reduce the Agreement to writing.

NOW, THEREFORE, in consideration of the mutual covenants and conditions hereinafter contained and with the intent to be legally bound hereby, the parties hereto do agree as follows:

1. The tap fee of \$_____ shall be paid by the Property Owner to MAWT as follows:
 - A. The sum of \$_____ shall be due and payable on or before the _____ day of _____, 20____ and a like and equal sum shall be due and payable on the same day of each succeeding month thereafter until the entire tap fee together with interest thereon is paid in full. If not sooner paid, all accrued interest plus the outstanding amount still due and payable for the tap fee shall be due and payable on the _____ month after the date of this Agreement. All payments shall be applied first to interest at the rate of Ten (10%) Percent per annum on the outstanding unpaid tap fee with any excess amount thereafter being applied to the reduction of the outstanding amount due and payable on the tap fee.
 - B. Property Owner shall have the right at any time to pay in full, but not less than in full, the unpaid tap fee and all unpaid accrued interest, without penalty.
2. Property Owner acknowledges that MAWT will still file a municipal lien against the Property in spite of this Payment Agreement, to ensure that the amount owed to MAWT is secured. Furthermore, Property Owner acknowledges that in the event Property Owner sells, conveys, transfers, refinances any and/or all of Property Owner's interest in the Property that the

amounts remaining due under the terms of this Payment Agreement shall be due and payable in full and Property Owner will ensure and cause the same to be paid in full.

3. MAWT will take no further action to enforce its municipal lien unless Property Owner defaults under this Payment Agreement or fails to pay in full within thirty (30) days of their due date all other charges imposed by MAWT because of its servicing the Property with public sewage as authorized by the applicable Resolution of MAWT then in effect.

4. Property Owner shall be deemed to be in default under the terms of this Payment Agreement if any one or more of the following shall occur:

- A. Property Owner fails to pay the agreed-to payments under this Payment Agreement for the space of thirty (30) days;
- B. Property Owner otherwise fails to comply with any term, condition or provision of this Payment Agreement;
- C. Property Owner fails to pay in full within thirty (30) days of their due date all other charges imposed by MAWT in connection with the providing of public sewage service to the Property.

5. In the event Property Owner is in default under this Payment Agreement for any one (1) or more of the reasons as set forth in the preceding paragraph, then Property Owner acknowledges that the entire unpaid balance of the tap fee together with all accrued interest then due and any other charges then due and payable shall become immediately due and payable and MAWT shall be authorized to pursue any and all remedies available to MAWT under the law including, but not limited to, invoking the provisions of 53 P.S. §3102.502 entitled "Termination of Service" which entitles MAWT to request and direct the termination of water service to the Property for failure to pay for a period of thirty (30) days a rental, rate or charge for sewer, sewerage or sewage treatment service.

6. As a condition to the entry into this Payment Agreement, Property Owner must either pay in full all accrued interest and late fees imposed because of the unpaid tap fee or in the alternative, cause all accrued interest and late fees as a result of the unpaid tap fee to be divided by the amortization period as set forth in paragraph 1(A) and added to each monthly payment due and owing hereunder.

7. In addition to the requirements as set forth in paragraph 6 aforesaid, as a condition to the entry into this Payment Agreement, Property Owner must either cause to be paid in full all other outstanding charges due and owing by Property Owner imposed by MAWT because of it servicing the Property with public sewage as authorized by the applicable resolution of MAWT then in effect, including accrued interest and late fees, or in the alternative, divide the total of all outstanding charges due and owing by Property Owner imposed by MAWT because of it servicing the Property with public sewage as authorized by the applicable resolution of MAWT then in effect, including accrued interest and late fees, by the amortization period as set forth in paragraph 1(A) and add the same to each monthly payment due and owing thereunder.

IN WITNESS WHEREOF, the parties hereto set their hands and seals the day and year first above written.

ATTEST:

MUNICIPAL AUTHORITY OF
WASHINGTON TOWNSHIP

By _____

PROPERTY OWNER:
