

BOROUGH OF CONSHOHOCKEN AUTHORITY
601 East Elm Street
Conshohocken, PA
Telephone – 610-828-0979 Fax – 610-828-7720

CONTRACT BETWEEN THE BOROUGH OF CONSHOHOCKEN AUTHORITY AND SEWER CUSTOMERS

_____ (print name) with account number _____
(hereinafter referred to as the “customer” or “undersigned customer”) hereby agrees that he/she will make payments to the Borough of Conshohocken Authority on the above referenced delinquent Sewer Account.

As of this date, _____, this account is in arrears in the amount of:
\$_____.

This notice will certify that you, as the customer, have agreed by affixing your signature on the appropriate line below, that the sum of 50% of the delinquent balance, in the amount of \$_____ shall be paid as down payment with the remaining balance to be paid in (choose one) [] weekly, [] bi-weekly, or [] monthly installments in the amount of \$_____ until the delinquent balance has been paid in full. Scheduled installment payments are applied to arrears only.

ALL CURRENT BILLS MUST BE MAINTAINED.

DEFAULT

In the event you fail to make an installment payment as set forth in this agreement, the balance of your account shall become immediately due and the Authority will take all appropriate actions provided by law.

ALL PENALTIES WILL CONTINUE TO ACCRUE UNTIL THE ACCOUNT REACHES A ZERO BALANCE

IMPORTANT NOTICE – ACKNOWLEDGEMENT OF CONFESSION OF JUDGMENT

THE UNDERSIGNED CUSTOMER ACKNOWLEDGES AND AGREES THAT THE UNDERSIGNED CUSTOMER IS EXECUTING AND DELIVERING TO THE AUTHORITY A CONTRACT WHICH CONTAINS A CONFESSION OF JUDGMENT CLAUSE PURSUANT TO WHICH THE AUTHORITY IS AUTHORIZED TO ENTER A JUDGMENT AGAINST THE UNDERSIGNED CUSTOMER AND IN FAVOR OF THE AUTHORITY UPON THE OCCURRENCE OF AN EVENT OF DEFAULT PURSUANT TO THE TERMS OF THIS CONTRACT. IN CONSIDERATION OF THE WILLINGNESS OF THE AUTHORITY TO AGREE TO AN INSTALLMENT PAYMENT PLAN FOR THE UNDERSIGNED CUSTOMER’S DELINQUENT SEWER ACCOUNT AS PROVIDED FOR IN SUCH AGREEMENT, THE UNDERSIGNED CUSTOMER HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY ACKNOWLEDGES, CONSENTS AND AGREES AS FOLLOWS:

- A. IN THE EVENT OF A DEFAULT, THE UNDERSIGNED CUSTOMER AUTHORIZES AND EMPOWERS THE AUTHORITY'S SOLICITOR OR ANY OTHER ATTORNEY, OR THE PROTHONOTARY OF ANY COURT OF RECORD IN THE COMMONWEALTH OF PENNSYLVANIA OR ELSEWHERE TO APPEAR FOR THE UNDERSIGNED CUSTOMER AND CONFESS JUDGMENT AGAINST THE UNDERSIGNED CUSTOMER FOR THE AMOUNT OF THE ARREAGE, WHICH SUM SHALL BE THE AMOUNT OWED TO THE AUTHORITY, ALONG WITH ALL RELATED COSTS OF SUIT (INCLUDING ATTORNEYS' FEES), RELEASES OF ERRORS, AND THE UNDERSIGNED CUSTOMER DOES HEREBY WAIVE HIS OR HER RIGHT TO CONTEST THE AMOUNT OF THE ARREAGE, THE RIGHT OF INQUISITION ON ANY REAL ESTATE AND AUTHORIZES THE PROTHONOTARY TO ENTER ITS VOLUNTARY CONDEMNATION OF THE SAME AND AUTHORIZES THE SAME TO BE SOLD UPON A WRIT OF EXECUTION, PROVIDED, HOWEVER, THAT THE UNDERSIGNED CUSTOMER SHALL BE PROVIDED TEN (10) DAYS WRITTEN NOTICE PRIOR TO THE FILING OF THE CONFESSION OF JUDGMENT HEREUNDER, WHICH NOTICE SHALL SET FORTH THE MANNER IN WHICH THE UNDERSIGNED CUSTOMER HAS FAILED TO COMPLY WITH THE TERMS OF THIS AGREEMENT AND THE COSTS INCURRED BY THE AUTHORITY TO REMEDIATE SAME, AND DURING WHICH PERIOD THE UNDERSIGNED CUSTOMER SHALL HAVE THE OPPORTUNITY TO COMPLY WITH THE TERMS OF THIS AGREEMENT TO THE SATISFACTION OF THE AUTHORITY. IF THE UNDERSIGNED CUSTOMER DOES NOT REMIT PAYMENT IN FULL TO THE AUTHORITY WITHIN THE GRACE PERIOD, THEN JUDGMENT MAY BE CONFESSED, AS PROVIDED HEREIN;
- B. THE UNDERSIGNED CUSTOMER IS FULLY AWARE OF THE RIGHTS OF THE UNDERSIGNED CUSTOMER TO PRIOR NOTICE AND HEARING ON THE VALIDITY OF ANY CLAIMS THAT MAY BE ASSERTED AGAINST THE UNDERSIGNED CUSTOMER BY THE AUTHORITY UNDER THE CONTRACT BEFORE JUDGMENT CAN BE ENTERED AND BEFORE ASSETS OF THE UNDERSIGNED CAN BE GARNISHED AND ATTACHED, OR BEFORE THE AUTHORITY MAY TAKE POSSESSION OF THE REAL PROPERTY OF THE UNDERSIGNED CUSTOMER;
- C. IN WITNESS WHEREOF, AND INTENDING TO BE LEGALLY BOUND HEREBY, THE UNDERSIGNED CUSTOMER HAS DULY EXECUTED THIS CONTRACT UNDER SEAL AS OF THE _____ DAY OF _____ 2015.

Signature: _____ Amount Paid: \$ _____
 Address: _____ [] Certified Check
 _____ [] Money Order

 Executive Director
 Borough of Conshohocken Authority

 Date